

CITY OF MUSKEGON

CITY COMMISSION MEETING

MARCH 10, 2009

CITY COMMISSION CHAMBERS @ 5:30 P.M.

AGENDA

- ❑ **CALL TO ORDER:**
- ❑ **PRAYER:**
- ❑ **PLEDGE OF ALLEGIANCE:**
- ❑ **ROLL CALL:**
- ❑ **HONORS AND AWARDS:**
 - A. Outstanding Citizenship Awards.**
- ❑ **INTRODUCTIONS/PRESENTATION:**
- ❑ **CONSENT AGENDA:**
 - A. Approval of Minutes.** CITY CLERK
 - B. 2009/2010 Goals.** CITY MANAGER
 - C. Control System Software Configuration to Terminal Services.** WATER FILTRATION
 - D. Contract Extension Agreement – One Year Street Sweeping Contract for 2009.** PUBLIC WORKS
 - E. Memorandum of Understanding – Muskegon Public Schools.** PUBLIC SAFETY
 - F. Contractual Agreement – Michigan Department of State.** PUBLIC SAFETY
 - G. Liquor License Transfer Request for Kwik-Way Mart, 45 E. Muskegon Avenue.** CITY CLERK
 - H. Gaming License Request – West Michigan Veterans, Inc.** CITY CLERK
 - I. Engineering Services (Design & Inspection) for Smith Ryerson Park.** ENGINEERING
 - J. Amend the Uniform Agreement with Arrow Uniform.** PUBLIC WORKS
 - K. Grant Applications for Safety Funds.** ENGINEERING

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

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

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

❑ **PUBLIC HEARINGS:**

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

❑ **COMMUNICATIONS:**

❑ **CITY MANAGER'S REPORT:**

❑ **UNFINISHED BUSINESS:**

❑ **NEW BUSINESS:**

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

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

C. Seasonal and Temporary Services Provider Contract. CIVIL SERVICE

D. Padlock Ordinance – 287 McLaughlin. CITY MANAGER

E. 2009-2010 Healthcare Program. FINANCE

❑ **ANY OTHER BUSINESS:**

❑ **PUBLIC PARTICIPATION:**

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

❑ **CLOSED SESSION:**

❑ **ADJOURNMENT:**

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

Date: March 10, 2009
To: Honorable Mayor and City Commissioners
From: Ann Marie Becker, City Clerk
RE: Approval of Minutes

SUMMARY OF REQUEST: To approve the minutes of the Regular Commission Meeting that was held on Tuesday, February 24th, and the Goal Setting Session that was held on Wednesday, February 25th.

FINANCIAL IMPACT: None.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: Approval of the minutes.

CITY OF MUSKEGON

CITY COMMISSION MEETING

FEBRUARY 24, 2009

CITY COMMISSION CHAMBERS @ 5:30 P.M.

MINUTES

The Regular Commission Meeting of the City of Muskegon was held at City Hall, 933 Terrace Street, Muskegon, Michigan at 5:30 p.m., Tuesday, February 24, 2009.

Mayor Warmington opened the meeting with a prayer from Vice Mayor Gawron after which the Commission and public recited the Pledge of Allegiance to the Flag.

ROLL CALL FOR THE REGULAR COMMISSION MEETING:

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

2009-15 HONORS AND AWARDS:

A. Honorary Ambassador Awards.

Public Safety Director Tony Kleibecker presented certificates to Robert Sharlow, Donald Vandonkelaar, and Brian Brown for their assistance to a citizen who was involved in a car accident.

2009-16 CONSENT AGENDA:

A. Approval of Minutes. CITY CLERK

SUMMARY OF REQUEST: To approve minutes for the February 9th Commission Worksession, and the February 10th Regular Commission Meeting.

FINANCIAL IMPACT: None.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: Approval of the minutes.

B. Fireworks Display Permit for the Shrine Circus. CITY CLERK

SUMMARY OF REQUEST: Jordan Productions, Inc. is requesting approval of a fireworks display permit for February 27th and 28th at the L. C. Walker Arena. Fire Marshall Metcalf has reviewed the request and recommends approval

contingent on inspection of the fireworks.

FINANCIAL IMPACT: None.

BUDGET ACTION REQUIRED: None.

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

C. Upgrade of Verint Software for Security Camera System. WATER FILTRATION

SUMMARY OF REQUEST: To accept the proposal by Camtronics, the proprietary vendor, to update and upgrade the Water Filtration Plant security video monitoring and archiving software.

FINANCIAL IMPACT: \$11,832.14.

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

STAFF RECOMMENDATION: Staff recommends the Mayor and City Commission approve this software upgrade and update by Camtronics at a cost of \$11,832.14.

D. Seasonal and Temporary Services Provider Contract. CIVIL SERVICE

SUMMARY OF REQUEST: Approval to negotiate a contract for 2009-2011 seasonal and temporary employment services with **GoodTemps** Temporary Staffing Services.

Request for proposal solicitation resulted in five proposals, due on January 13, 2009, at 2:00 p.m. Proposals were received from:

Beacon Professional Staffing, Inc., 230 N. River, Suite B, Holland, MI

GoodTemps Temporary Staffing Services, 765 W. Norton, Muskegon, MI

Kelly Services, Inc., 5916 S. Harvey, Muskegon, MI

MANPOWER, 20 W. Muskegon, Muskegon, MI

Staffing Inc. – Muskegon, 1635 W. Sherman, Muskegon, MI

A committee consisting of managers and users reviewed proposals and interviewed Manpower representatives. While the low bidder, Manpower declined contracting for the positions of Beach Maintenance Worker, Lifeguard, Marina Aide, and Playground Leader but rather proposed to subcontract for these positions. On February 18, 2009, they notified the City of their inability to obtain an agreement with their intended subcontractor.

GoodTemps Temporary Staffing Services has been the City's seasonal and temporary employment services provider for the past four years. The Company performed excellently during their contract and was outstanding in terms of flexibility, responsiveness, hiring and orientation process, reporting, and commitment to equal employment opportunity. **GoodTemps** remains fully

prepared to handle all of the City's seasonal and temporary staffing needs.

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

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

STAFF RECOMMENDATION: Staff recommends and requests approval to negotiate the 2009-2011 seasonal and temporary services contract with **GoodTemps** Temporary Staffing Services, contingent upon working out agreement terms acceptable to the City Manager and City Attorney.

COMMITTEE RECOMMENDATION: The committee unanimously recommends granting approval to negotiate the 2009-2011 seasonal and temporary services contract with **GoodTemps** Temporary Staffing Services.

Motion by Vice Mayor Gawron, second by Commissioner Wierengo to approve the Consent Agenda as read.

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

Nays: **None**

MOTION PASSES

2009-17 PUBLIC HEARINGS:

A. 2009 – 2010 Community Development Block Grant/HOME Funding. COMMUNITY & NEIGHBORHOOD SERVICES

SUMMARY OF REQUEST: To conduct a Public Hearing concerning the 2009-2010 CDBG/HOME funding that the City anticipates to receive from the U. S. Department of Housing and Urban Development department next fiscal year starting June 1, 2009.

The Public Hearing is to obtain comments from the public in reference to the 2009-2010 CDBG/HOME allocation funding which is designated to be \$984,207 and \$290,049 respectively, excluding any program income and reprogrammed funding. In keeping with the City's 2005-2010 Consolidated Plan, the establish objectives for the City of Muskegon are the areas of housing, blight elimination, public service support, infrastructure upgrading and economic development. The Commission has been given the recommendations of both the administration and the Citizen District Council along with last year's recommendations and the final allocations.

The Commission will be asked to make their preliminary decision on what items should be funded at the March 10, 2009, meeting and their final allocation decision at the March 24, 2009, City Commission meeting.

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

BUDGET ACTION REQUIRED: None at this time.

STAFF RECOMMENDATION: To conduct the Public Hearing and gather comments from the public.

COMMITTEE RECOMMENDATION: The Citizen's District Council recommendations are included with the recommendations submitted by the administration.

The public hearing opened to hear and consider any comments from the public. Comments were heard from Tim Burgess, 6336 S. Walker Rd., Fruitport, Executive Director of Neighborhood Investment Corp.; Dan Bonner, 1652 Nelson, Managing Attorney of Legal Aid of Western Michigan; Ron Robles, 147 W. Norton, Community enCompass; Dick Butler, Executive Director of Muskegon County Habitat for Humanity; and Dwana Thompson, Muskegon Affirmative Action Director.

Motion by Vice Mayor Gawron, second by Commissioner Shepherd to close the public hearing.

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

Nays: None

MOTION PASSES

2009-18 UNFINISHED BUSINESS:

A. Concurrence with the Housing Board of Appeals Notice and Order to Demolish 254 Amity. 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 structure located at 254 Amity Avenue (Area 11) is unsafe, substandard, a public nuisance and that it be demolished within 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.

FINANCIAL IMPACT: CDBG Funds.

BUDGET ACTION REQUIRED: None.

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

Motion by Commissioner Carter, second by Commissioner Shepherd to table to the June 9th meeting with the stipulation that Mrs. Brewster has secured financing and that permits are pulled to begin work on the project.

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

Nays: None

MOTION PASSES

2009-19 NEW BUSINESS:

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

1126 Kenneth Street (Area 11)

2125 Bluffton Avenue

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

FINANCIAL IMPACT: CDBG Funds.

BUDGET ACTION REQUIRED: None.

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

Motion by Commissioner Spataro, second by Vice Mayor Gawron to concur with the Housing Board of Appeals notice and order to demolish 1126 Kenneth Street and 2125 Bluffton Avenue.

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

Nays: None

Absent: Carter (stepped out of the room)

MOTION PASSES

ANY OTHER BUSINESS: Various items were discussed.

PUBLIC PARTICIPATION: Comments were heard.

ADJOURNMENT: The City Commission Meeting adjourned at 6:38 p.m.

Respectfully submitted,

Ann Marie Becker, MMC
City Clerk

CITY COMMISSION GOAL SETTING SESSION

FEBRUARY 25, 2009

MINUTES

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

Staff Present: Mazade, Al-Shatel, Grant, Kleibecker, Kincaid, Kuhn, Brubaker-Clarke, Griffin, Paul, Lewis, Smith, Thompson, Scholle, and Becker.

Others: Dave Alexander, Muskegon Chronicle

Bob Kuhn facilitated the session. Meeting began at 9:30 a.m.

The Mission, Vision and Value Statements were reviewed. There was discussion about how goals are set, including the process and majority versus consensus.

The Goals from 2008 were reviewed. They included: Downtown Casino, Sustainable Infrastructure, Farmers Market Relocation, Regional Cooperation, Blight Fight, Strategic Partnering to Deliver youth Services, and Lakeshore Path

It was decided and agreed that the downtown casino can be removed from the list of goals at this time.

The City Commission discussed which of the existing goals they wanted to consider for 2009 as well as new projects. There was a desire to consolidate or condense the goals wherever possible.

Commissioners were given colored dots to place on the projects they thought were most important.

The following is the list of the 2009-2010 Muskegon City Commission Goals. The number next to each title indicates the number of dots received from City Commissioners to rate its importance:

- Regional Collaboration (5)
- Local Stimulus Plan (3)
- City Center Investment (3)
- Blight Fight (2)
- Transportation/Infrastructure (1)
- Communications Plan (1)

City Staff left the meeting/session at 1:45 p.m.

City Manager and Commission continued discussions beginning at 2:00 p.m.

Ann Marie Becker, MMC
City Clerk

AGENDA ITEM NO. _____

CITY COMMISSION MEETING _____

TO: Honorable Mayor and City Commissioners

FROM: Bryon L. Mazade, City Manager

DATE: February 25, 2009

RE: 2009/2010 Goals

SUMMARY OF REQUEST:

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

FINANCIAL IMPACT:

Varies, depending on each goal.

BUDGET ACTION REQUIRED:

None.

STAFF RECOMMENDATION:

To approve the attached list of proposed goals.

COMMITTEE RECOMMENDATION:

None.

MUSKEGON CITY COMMISSION GOALS

2009-2010

REGIONAL COLLABORATION (5) – Take a leadership role in working with other agencies on issues important to the greater community. These issues include functional consolidation/cooperation, youth activities, the MAREC initiative, race relations, cultural competency and unified political influence.

LOCAL STIMULUS PLAN (3) - Prepare a local stimulus plan that will consist of financial incentives geared towards encouraging economic development in the City within a short period of time. The plan should include underutilized City assets.

CITY CENTER INVESTMENT (2) – Increase investment in downtown, building on what has been invested over the last several years. The focus should be on promoting the downtown and making it more aesthetically pleasing. The relocation of the farmers market to the downtown should also be an integral of this effort.

BLIGHT FIGHT (2) – To continue and consider improvements to the coordinated effort of several City departments to address blighting influences throughout the City and in targeted areas.

TRANSPORTATION/INFRASTRUCTURE (1) – Look for ways to improve local transportation in the City, including walk-able neighborhoods, local transit, the trail system and ways to easily commute to jobs. Consider sustainable ways to maintain and fund City infrastructure (200 miles of streets, water mains, sanitary sewer mains, storm sewer mains).

COMMUNICATIONS PLAN (1) – Develop more and better ways to communicate with citizens, utilizing new and existing technologies.

Note: The above is a description of the City Commission goals and is arranged in order of priority.

Date: March 10, 2009
To: Honorable Mayor and City Commission
From: Water Filtration Plant
RE: Control system software configuration to terminal services

SUMMARY OF REQUEST:

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

FINANCIAL IMPACT:

The cost for this service is: \$9,800.00.

BUDGET ACTION REQUIRED:

None. This project is included in the 2009 budget.

STAFF RECOMMENDATION:

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

MEMORANDUM
2/25/09

TO: M. AL-SHATEL, DEPUTY DIRECTOR

FROM: R. VENEKLASSEN, WATER FILTRATION

RE: COMPUTER HARDWARE UPGRADE TO TERMINAL SERVICES

BACKGROUND

The Water Filtration Plant embarked on the Instrumentation and Control project in 1992. This project included many plant and field devices but most importantly included the installation of a software driven control system through the use of programmable logic controllers (PLC's) and personal computers (PC's). The software program selected for the plant operation was "Wonderware". We continue to use Wonderware for the plants water treatment operation.

There has been one addition, the 1997 Multi-Purpose Building, and one overall change, the 2004 Improvements Project, at the plant since 1992. The original control system and software were planned to accommodate this change and addition without fundamental additions or adaptations and remains essentially unchanged since 1992.

TERMINAL SERVICES

For the past year we have been considering the change from distributed control stations to terminal services. This effort was in conjunction with the City's IT Department and our consultant, Tetra Tech. The intent of this change is to enhance reliability, reduce equipment maintenance and labor, and reduce equipment replacement costs in the future.

Terminal services is a shift from personal PC's to "dummy" terminal interfaces that will access the existing file server where the Wonderware control system will reside. The file server is a more stable platform and is many times more reliable than a PC. This change will also ease software configuration and system changes and reduce associated costs in the future.

RECOMMENDATION

The change to terminal services was budgeted and includes the cost for software configuration, purchase of the terminal interfaces, and the software license changes. The purchase of the terminals and software licenses are separate items and will be addressed as such.

It is my recommendation that the City enter into agreement with Tetra Tech for programming and software configuration to install terminal services at the Water Filtration Plant.



TETRA TECH

February 20, 2009

Mr. Robert J. Veneklasen
City of Muskegon Water Filtration Plant
1900 Beach Street
Muskegon, MI 49441

**Re: City of Muskegon Water Filtration Plant
Wonderware Terminal Services Installation
Proposal for Professional Services**

Dear Mr. Veneklasen:

Thank you for the opportunity to submit our professional services proposal for programming and software configuration to implement a new terminal server at the Muskegon Water Filtration Plant. The system will consist of a single terminal server with up to five (5) client computers. We plan on deploying three Owner purchased solid-state WYSE terminals and re-configuring two exiting desktop computers. The completed system will look and function as it does now except three client computers will be WYSE terminals and the other two clients will be windows terminal clients.

The benefit of the terminal server will be to lower upgrade costs, less computer maintenance and easier software administration. Future Wonderware software upgrades will be quite simple and less costly since the only software changes/updates will be on the terminal server.

We recommend the two existing industrial laptop computers remain Wonderware Runtime clients that collect their own data and will function independent of the new terminal server, this will increase redundancy and allow full control of the plant in the event that the terminal server fails.

It is assumed the City will purchase all hardware and software for this project and the existing server will be Microsoft Windows 2003 server with a base installation that allows terminal service installation/configuration.

SCOPE OF SERVICES

- Setup three WYSE terminals and deploy in place of the current desktop computers.
- Load the Wonderware terminal server software and configure the existing application for terminal services.
 - Setup user accounts
 - Setup system security
- Setup two desktop client computers (Bob & Kevin's City desktop computers).
- Test operation of the system.
- Train Owner on new system.

Tetra Tech
710 Amy Drive, Suite 400, PO 48106
Tel: 231-525-0000 Fax: 231-525-0001 www.tetratech.com



TETRA TECH

SCHEDULE

We are prepared to begin the work within two weeks upon receipt of your authorization to proceed. We believe the total time required on site to be no more than four days.

COMPENSATION

Compensation for our personnel directly engaged in the work of this proposal will be based on a lump sum of \$9,800. If you concur with our proposal, please sign in the space provided below and return one original signed copy of this proposal to indicate your authorization to proceed. A return envelope is enclosed for your convenience. Our Standard Terms and Conditions are attached and considered a part of this proposal.

We look forward to working with you on this important project. If you need additional information, please call me at (734) 213-5075.

Sincerely,

Mick S. Jones, P.E.
Senior Project Manager

Encl.: Standard Terms and Conditions

Copy: Accounting (w/encl.)

PROPOSAL ACCEPTED BY _____

TITLE _____ **DATE** _____

AGENDA ITEM NO._____

CITY COMMISSION MEETING _____

TO: Honorable Mayor and City Commission

FROM: Department of Public Works

DATE: March 10, 2009

SUBJECT: Contract Extension Agreement-1 year Street Sweeping Contract for 2009

SUMMARY OF REQUEST:

To enter into 1 year contractual agreement with TRI-US SERVICES, INC. to provide street sweeping services for 2009.

FINANCIAL IMPACT:

\$148,981.60 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.

To: Honorable Mayor and City Commission
From: Bob Kuhn, Director of Public Works
Date: 3/4/2009
Re: Street Sweeping Extension-2009

The Department of Public Works is requesting permission to exercise its contractual option (per the 2006-8 contract) to enter into 1-year contractual agreement with TRI-US SERVICES, INC, to provide street sweeping services for 2009.

TRI-US SERVICES, INC., 78 Ball Creek NW, Kent City, Mi has been our sole street sweeping contractor from 1997 to present. During the course of those years they have provided excellent service to our community and its residents. They also have been the low bidder in each of the 3 previous bids (1997/1998/1999-2002/2003/2004 and 2006/2007/2008) and have either held their price or added a slight increase each time an extension (2000/2001/2005) has been approved.

1997 thru 1999 contract		<u>3 year totals</u>
TRI-US SERVICES, INC.	bid \$104,130.76 x 3 years	\$312,392.28
SANI-SWEEP, INC.	bid \$123,867.76 x 3 years	\$371,603.28
2002 thru 2004 contract		<u>3 year totals</u>
TRI-US SERVICES, INC	bid \$113,662.24 x 3 years	\$340,986.72
SANI-SWEEP, INC.	bid \$156,879.56 x 3 years	\$470,638.68
2006 thru 2008 contract		<u>3 year totals</u>
TRI-US SERVICES, INC,	bid \$148,981.60 x 3 years	\$446,944.80
SANI-SWEEP, INC.	bid \$203,602.40 x 3 years	\$610,807.20
TRI-US SERVICES, INC.		<u>1 year totals</u>
2000 contract extension	\$104,130.76 x 1 year-(held price)	\$104,130.76
2001 contract extension	\$107,775.33 x 1 year-(3.5% fuel surcharge)	\$107,775.33
2005 contract extension	\$137,866.40 x 1 year-(fuel/operating costs)	\$137,866.40

At this time staff is proposing to enter into a 1 year contract extension with TRI-US SERVICES, INC and they have submitted the following proposal:

2009 contract extension ----City of Muskegon Roadways----- \$128,527.20
State of Michigan (MDOT) Roadways--\$ 20,454.40

TOTAL \$148,981.60

TRI-US SERVICES, INC. has held their 2006-8 contract price of \$148,981.60 for the proposed 2009 contract extension. They continue to provide us with excellent customer service and meet all of our special request needs with little or no prior notice. They will continue to sweep the city roadways 4 times during the period from April 1st to October 15th as stipulated in the previous 2006-08 contract.

Therefore, at this time, staff is recommending to the Commission to approve the request to enter into agreement with TRI-US SERVICES, INC.

City Commission Meeting
Tuesday March 10, 2009

TO: Honorable Mayor and City Commissioners

FROM: Anthony L. Kleibecker, Director of Public Safety

DATE: January 3, 2007

SUBJECT: Memorandum of Understanding-Muskegon Public Schools

Summary of Request:

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

Financial Impact:

None

Budget Action Required:

None

Staff Recommendation:

Approval of the agreement.



Memorandum of Understanding

For

SAFE SCHOOLS/HEALTHY STUDENTS PROJECT

By

Muskegon Public Schools, Muskegon, Michigan

And

Community Mental Health Services of Muskegon County

And

Family Division of 14th Circuit Court, Muskegon County

And

City of Muskegon Police Department

And

State of Michigan Department of Human Services – Muskegon County

Purpose

The signatories to this Memorandum of Understanding agree to provide the leadership, support and resources necessary to achieve the absolute project priority of implementing an integrated, comprehensive community-wide plan designed to create safe, respectful, and drug-free school environments and to promote pro-social skills and healthy childhood development in Muskegon Public Schools, Muskegon, Michigan. This comprehensive project includes a continuum of activities, curricula, programs and services to address the following five elements:

1. Safe School Environments and Violence Prevention Activities
2. Alcohol, Tobacco, and Other Drug Prevention Activities
3. Student Behavioral, Social and Emotional Supports
4. Mental Health Services
5. Early Childhood Social and Emotional Learning Programs

Selection of Signatories

The selection of the above named signatories is in accordance with the requirements of the U.S. Departments of Education, and Health and Human Services, for federally funded Safe Schools/Healthy Students projects. The signatories and qualifications met are: Muskegon Public Schools – Local Education Agency; Community Mental Health Services – local public mental health authority; Family Division of Circuit Court – local juvenile justice agency; and City of Muskegon Police Department – local law enforcement agency. The local office of the State Department of Human Services is added as a signatory since a central focus of this project will expand the number and capacity of local Family Resource Centers – a State initiative to link community resources and services to students and families

through the local schools in order to improve academic outcomes.

Beliefs and Convictions

The design and implementation of the Safe Schools/Healthy Students (SS/HS) Project reflects our beliefs and convictions that:

1. A community collaborative approach is the best approach in responding to student, family, community, or cultural issues that affect the learning environments of schools and the academic achievement of our students.
2. Meaningful community engagement is essential in responding to diverse needs.
3. **Sustainable school-family-community partnerships** and the use of research-based prevention and early intervention programs and services will result in the most success in meeting the SS/HS absolute project priority.
4. Establishing systems to strengthen existing school linkages to community resources, programs and services for students and families has been effective in Muskegon County in strengthening families, improving communities, and supporting student achievement. This platform of service delivery also provides expanded opportunities for new research based systems of programs and services to be integrated and supported.
5. We can best serve our students, families and community by expanding the capacity and scope of Family Resource Center service delivery model providing increased access to an integrated, comprehensive system of community resources and services.
6. We can positively influence the development and success in school for young children by connecting with caregivers, and supporting families of students at risk with young children in the home through expanded access to this integrated, comprehensive system of community resources and services (the Family Resource Centers).

Commitments

The signatories to this Memorandum of Understanding commit to:

1. Ensure effective change in and access to resources, policies, programs and services necessary to accomplish the SS/HS absolute project priority, and the goals and objectives of the comprehensive plan, within the scope of their authority.
2. Provide support and commitment to implement and sustain the project in accordance with the comprehensive plan.
3. Ensure effective implementation of the comprehensive project plan.
4. Participate or designate a senior representative to participate in annual National SS/HS Conferences in accordance with project requirements and budgets.
5. Ensure effective direction and oversight of the project by forming a Core Management Team with overall authority and responsibility for providing support to, and management of the Project Director.

Project Management

The management of the SS/HS project, and implementation of the comprehensive plan, will incorporate the following:

1. Muskegon Public Schools as the lead agent and fiduciary for the SS/HS project, and will:
 - a. Hire a full-time and year-round Project Director for the full term of this project.

- b. Assign technical and support staff and resources in accordance with the project budgets.
 - c. MPS will assign an executive liaison to assist in coordination with school policies and procedures, and provide administrative oversight.
 - d. Resources will be applied in accordance with the comprehensive plan to support project activities, curricula, programs and services as necessary to address identified school and community needs.
 - e. Hire a Parent Coordinator to:
 - i. Provide enhanced opportunities for parent education and support
 - ii. Work with existing parent organizations to improve parent involvement in all district school buildings
 - iii. Develop partnerships with faith-based community to build stronger more focused partnerships with in the community.
 - iv. Work with in the school community to develop more meaningful opportunities for parents to be engaged in their child's school experience.
 - v. The Parent Coordinator will in collaboration with other agencies provide supports to children 0-5 and their families to increase school readiness as they wait to enter a formal educational experience.
 - f. Hire a MSW to:
 - i. Act as liaison between the FRC sites and those district buildings with out an FRC
 - ii. Provide direct short term therapeutic intervention (group or individual)
 - iii. Provide initial individual and family assessment prior to FRC referral
 - iv. Act as Case Manager for all FRC referrals from non-FRC sites
2. Identification and maintenance of a Core Management Team made up of signatories to this Agreement and/or senior representatives of the respective organizations as necessary to:
- a. Ensure project success through agency policy management and allocation of resources.
 - b. Invite to the Core Management Team other appropriate representatives of community agencies engaged in providing school-linked services and resources, community collaborative bodies, and/or faith-based or advocacy organizations committed to school or community improvement.
 - c. Maintain a roster of the Core Management Team to be submitted annually with the final yearly report and revised MOU.
 - d. The Core Management Team will commit to meet on at least a monthly basis with the Project Director to provide support and oversight, and more frequently if necessary to meet project goals and objectives.
 - e. Team members will select a team coordinator to serve as lead adviser to Project Director in responding to immediate or critical matters.
 - f. The Core Management Team will provide expertise and support to the Project Director in planning and implementing the project.
 - g. All team members will commit availability and accessibility by phone or e-mail to respond to general project matters or requests specific to their respective organizations.

3. Project progress and outcomes will be evaluated through objective data and results measures, and utilized in planning and effecting continuous improvements and adjustments to ensure project success through:
 - a. The hiring of a local Project Evaluator
 - b. The development of a local evaluation plan reflective of the working Logic Model including all evaluation tools, surveys and other instruments to be used in evaluating this project.
 - c. Coordination and cooperation with the national evaluation center in collecting required data.
 - d. Regular reporting of project progress and outcomes will be made by the Project Director to the Core Management Team and MOU signatories;
 - e. Biannual reports will be made to the MPS School Board, the Community Coordinating Council (the local human services collaborative body), the community, and the National Office of Safe Schools/Healthy Students.

Service and Program Delivery Process

1. The provision of Mental Health Services will be provided: (attach service agreement with CMH)
 - a. School based services: Students receiving services through the schools have access to the same services as those students and families coming into the CMH offices. The only difference is that the therapy portion of services is delivered at the school by a Masters level clinician. They can make referrals for Psychiatric and case management services just as they would if they were being seen at CMH offices.
 - b. For those families that have private third party insurance, that do not qualify for CMH services are still given therapy by a masters level clinician, however access to psychiatric or other ancillary services would be made through their insurance instead of through CMH.
 - c. Community based referral services: Individual Therapy, Family Therapy, Outpatient services that include a variety of adjunctive services from staff psychiatrists and Registered Nurses, and certified addictions counseling. All consumers have 24/7 accesses to crisis services either face to face or by telephone for those situations that require immediate attention, this also includes hospitalization when necessary.
2. The provision of services through Family Court will be provided:
 - a. Through the introduction of a school based Family Court Liaison: The Liaison shall be an administrative level employee of the Family Court to be shared by all FRC locations with in the Muskegon Public School District. Will provide services that are consistent with the established job description.
3. The provision of services through DHS will be provided: As outlined in the current service agreement on file in the SS/HS Office located in room 202, Hackley administrative building.
 - a. Through the development of 3 new Family Resource Centers, and the maintenance of 3 existing FRC's
 - b. Through the introduction of a DHS intervention specialist to be assigned to level 3&4 CPS cases with in the Muskegon Public Schools catchments area and assigned to the MPS FRC's.
4. The provision of services and partnership with Muskegon City Police Department:
 - a. Outlined and described in the attached Logic Model.

Community Engagement

Supporting schools and students in achieving positive learning environments and promoting academic success will require broad-based community support. To achieve community support, the project partners will:

1. Facilitate achievement of project goals and objectives to **enhance school-community partnerships**.
 - a. Participate in all local evaluation activities
 - b. Maintain priority for regular participation in all weekly FRC meetings for each site.
2. Support MPS plans to devise and implement regular school-community partnering activities and events, and commit the participation and support of their organizations and resources as needed to ensure success.
3. Ensure adherence to the central philosophy of engaging families in planning, decision-making, defining problems, and identifying solutions to support their children and community.
 - a. Participate in common professional development opportunities for:
 - i. Balanced and Restorative Justice
 - ii. Family Centered Conferencing
 - iii. Responsible Thinking Process
 - iv. Responsible Class Room
 - b. Participate in the implementation of the above with in each organization as appropriate.
4. Share information with parents and community representatives on a regular basis on project plans and outcomes, and invite participation in defining problems and identifying solutions through community forums, surveys, or other communications.
5. Support efforts to establish parent groups affiliated with each Family Resource Center, and assist them in accomplishing group or school support activities.
6. Attain community and parent representation on project advisory committees for each of the five SS/HS elements as appropriate.

Confidentiality and Participation Protection

Protect Clients and Staff from Potential Risks

- The agencies involved in the project have a long history of protecting client confidentiality. Computer systems have firewall and password protections that ensure that data is only accessible to those with a reasonable need to know. All data revealed will have sufficient numbers involved so that it is not possible to identify specific students. There are not foreseeable physical, medical, psychological, social or legal risks or potential adverse effects as a result of the project. Referrals will be made to community agencies, but parents or legal guardians will have sole determination of they are interested in accessing services recommended.
- The Core Management Team will continue to review procedures to ensure client confidentiality.
- Should there be any adverse effects to participants, the FRC involved will relay information to the Core Management Team for review. Should there be a need, any detrimental effects will be followed up with the appropriate agency involved and their processes to address the issue will be initiated.
- The review of possible alternative treatments and procedures are part of the FRC process.

Fair Selection of Participants

- The target populations are many, including the staff of Muskegon Public Schools and the Muskegon Police Department, students and their families. Staff to be included will be determined based on the activity or training. Students and families included will be those who have demonstrated needs. Staff will be trained in a referral process. All students in the school district are potential participants in the FRC, based on need. Age, gender, and racial/ethnic background will not enter into the determination of participants.
- Students and families to be included will be those whose needs require the integrated services of several of the agencies involved in the project. Participants will not be excluded unless it is determined that they do not need the support of the FRC.
- Families of children referred to the FRC will be invited to participate. If they are clients with the Department of Human Resources they are particularly encouraged to participate in the process, as it is intended to be one of support to the family. Families involved in the past have found it to be a positive, beneficial experience. Staff members who have concerns for a student based on behavior and/or academic achievement will refer children.

Absence of Coercion

- Participation in the model is voluntary for all families, however, the DHS caseworker placed at the school site may encourage the parent to participate. Families come to the school site to interact with their worker, hopefully leading to a strengthened relationship wherein the caseworker is seen as an advocate.
- Participants will receive no compensation for participation. They will be linked up with groups in the community that can help them obtain resources they may need, such as food, clothing, etc.
- Data will be extracted from many sources but none will be required for participants. They may be requested to complete a satisfaction survey, but it will be optional and used after the participant has completed the FRC process.

Data Collection

- Data will be collected from students through the use of anonymous surveys instituted during certain classes at school. Data related to student behavior is routinely kept in all of our schools. Academic achievement data is kept by the school district in a data warehouse. FRC results data and information is collected on a regular basis by DHS staff. Participants in various activities and trainings will be asked to provide feedback.
- Specimens will not be used.

Privacy and Confidentiality

- All parents/guardians are requested to sign a release of information so that information can be shared among agencies. The release clearly states what types of information will be shared and with whom. Data will be collected by the evaluators, the school district and DHS and will be shared only in a quantitative manner with no identifiers so that all participants remain anonymous unless they specifically give permission for a release of identifying information.
- Data collection instruments will be used to gather quantitative information regarding results of the program. Student identifying information will only be shared with those agencies for which the parent has signed a release of information.
- Data storage will occur on the caseworker's computer, in school district electronic files, or with other agencies on a need to know basis, only with proper releases obtained first. Each agency will follow its own regulations regarding the storage of confidential information.
- Only necessary people will have access to records. All state and federal regulations will be followed relating to maintaining confidentiality, including that of clients with drug and alcohol abuse according to the provisions of Title 42 of the Code of Federal Regulations.

Adequate Consent Procedures

- Families who participate in the project will understand that this is a program designed to help them access resources to resolve issues that the family is dealing with that may be interfering with their child(ren)'s success in school. All data collected will be used to analyze the effectiveness of the program and will contain no identifying information about any children or their families.
- Participation in the program is voluntary and clients may leave the program at any time without repercussions. There is no risk attached to participation in the project.
- Consent for youth will be obtained from the parent or legal guardian. If the parent has difficulty reading or does not use English as their first language, the consent form will be read to them and/or translated into their native language.
- The FRC will be involved in case management. If the student is referred to a participating agency, the regulations governing that agency will come into effect in regard to receiving consent from minors and their parents. Each agency will document the consent in a manner consistent with the regulations they are governed by.
- Consent received will be consistent with the requirements of the specific agency involved, in other words, not all clients will participate in the same programs since the outcome of the FRC will be to tailor the services to the specific needs of each student and family.

Risk/Benefit Discussion

- The risks are minimal in this project. The clients have the opportunity to withdraw from participation at any time they so choose. It is believed that the benefits accrued to the students and their families far outweigh any concerns about participating in the project. All appropriate protected rights under federal and state laws and regulations will be extended to participants.

SIGNATURES

The following signatories agree to the content of this Memorandum of Understanding including the purpose, defined responsibilities and outcomes as specified within and in the attached Logic Model:

Dr. Colin Armstrong School Superintendent	Muskegon Public Schools	Date
John North Director	Community Mental Health Services of Muskegon County	Date
Paul M. Wishka Deputy Court Administrator – Family Division <i>For</i> Patricia A. Steele Circuit Court Administrator	14 th Circuit Court, Muskegon County	Date
Tony Kleibecker Directory of Public Safety	City of Muskegon Police Department	Date
Jane R. Johnson Director	Department of Human Services – Muskegon County	Date

It is the policy of the Public Schools of the City of Muskegon that no person shall, on the basis of race, color, religion, national origin or ancestry, sex, age, disability, height, weight, or marital status be excluded from participation in, be denied the benefits of, or be subjected to discrimination during any program or activity or in employment. If you feel you have been discriminated against, please contact the Office of the Assistant Superintendent of Human Resources, 349 W. Webster Avenue, Muskegon, MI 49440 (231) 720-2000

City Commission Meeting
Tuesday March 10, 2009

TO: Honorable Mayor and City Commissioners

FROM: Anthony L. Kleibecker, Director of Public Safety

DATE: January 3, 2007

SUBJECT: Contractual Agreement-Michigan Department of State

Summary of Request:

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

Financial Impact:

None

Budget Action Required:

None

Staff Recommendation:

Approval of the agreement.

Michigan Department of State
Contractual Agreement for Driver, Vehicle, and Related Information

Between the:

MICHIGAN DEPARTMENT of STATE
7064 Crowner Drive
Lansing, Michigan 48918
Phone: 517.322.6281
Fax: 517.322.3456

And: **City of Muskegon**
980 Jefferson Street
Muskegon, MI 49440
Phone: (231) 724-6955
Fax:

I. PURPOSE AND SCOPE

1. **Purpose:** The purpose of this agreement is to document the terms and conditions under which the Michigan Department of State (the DEPARTMENT) will provide driver, vehicle, and related information maintained by the DEPARTMENT to the above-named organization or governmental agency (the ORGANIZATION).
2. **Scope:** The ORGANIZATION must list below the name and address of each subsidiary or affiliate (parent, sister, branch, division, department or local unit) with which it will be sharing this information. (Enter "NONE" below if information will not be shared with any other subsidiary or affiliate of the ORGANIZATION. Attach an additional page if necessary.)

The ORGANIZATION will notify the DEPARTMENT within 30 days of a new subsidiary or affiliate with which it will share information purchased under this agreement or of the termination of affiliation with a business entity with which the ORGANIZATION has discontinued sharing information purchased under this agreement.

3. **Programs:** The DEPARTMENT agrees to furnish the ORGANIZATION with information associated with the programs checked below. The DEPARTMENT reserves the right to insert control data into the information obtained under this agreement to identify any inappropriate use or release of the information.

The Michigan Department of State will complete this section.

If you are interested in programs in addition to the one(s) checked, please contact the Michigan Department of State Commercial Services Section.

PROGRAM	
☒	Direct Access
☐	Subscription Service
☐	Delayed Lookups
☐	List Sales/Bulk Information
☐	Driver/Personal ID
☐	Vehicle
☐	Lienholder
☐	Watercraft
☐	Snowmobile
☐	Mobile Home
☐	Plate Match
☐	Governmental Research
☐	Special Statutory Law
☐	Other _____

Contractual Agreement for Michigan Driver, Vehicle, and Related Information

II. DISCLAIMER

The DEPARTMENT does not guarantee the timeliness of access to or delivery of information provided under this agreement due to the possibility of unforeseeable events, including the lack of resources or funding, an equipment or data transmission failure, a change in law or policy, acts of God, or other circumstances that may delay or preclude delivery of information.

The DEPARTMENT does not guarantee the accuracy of the information in its files and disclaims the accuracy of any information provided under this agreement.

III. TECHNOLOGY AND SECURITY OF DATA

The ORGANIZATION agrees to access the DEPARTMENT'S data only in a manner approved by the DEPARTMENT. The ORGANIZATION agrees to obtain, update, and maintain, at its expense, any hardware or software required to securely access or transfer information obtained under this agreement.

The ORGANIZATION agrees to implement the following security requirements when personal information (as defined in section 40b of the Michigan Vehicle Code, MCL 257.40b) is accessed, received, stored, used, or transferred under this agreement:

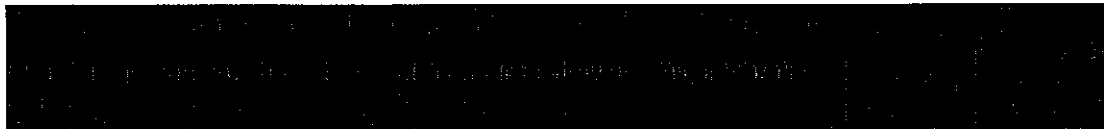
1. Use software and hardware that is technologically adequate to prevent and detect any unauthorized access or use of personal information obtained under this agreement.
2. Establish operational programs to prohibit and detect any unauthorized access or use of personal information obtained under this agreement.
3. Conduct an annual review of its data security policies and procedures and update them as necessary.
4. Notify the DEPARTMENT, in writing, immediately after the ORGANIZATION becomes aware of any known or alleged breach in the security of data provided under this agreement.
5. Establish a policy to notify any and all individuals affected by the unauthorized release or interception of personal information provided under this agreement.

IV. SUBCONTRACTING

The ORGANIZATION may subcontract the processing of information provided under this agreement. Before a subcontractor of the ORGANIZATION may access, receive, store, use, or transfer any information under this agreement, the ORGANIZATION must execute a written agreement with the subcontractor containing the subcontractor's agreement to comply with Section III (Technology and Security of Data) and Section XII (Driver Privacy Compliance) of this agreement. The ORGANIZATION agrees to provide a copy of its subcontractor agreement, at no cost, upon request of the DEPARTMENT. The DEPARTMENT promises confidentiality for any subcontractor agreement submitted by the ORGANIZATION upon the DEPARTMENT'S request.

V. FEES AND PAYMENTS

1. **Government agency:** When the cost to prepare and furnish the information (preparation fee) exceeds \$25.00, the ORGANIZATION agrees to reimburse the DEPARTMENT for the DEPARTMENT'S actual cost of preparing and furnishing the requested information.



2. **Commercial or non-profit customer:** A commercial or non-profit ORGANIZATION agrees to pay the DEPARTMENT the fee specified by the legislature or prescribed by the DEPARTMENT and allowed by law for information received under this agreement. Payments shall be made through an Electronic Fund Transfer (EFT) if requested in writing by the DEPARTMENT.

VI. SURETY BOND

1. **Government agency:** A surety bond is not required.
2. **Commercial or non-profit customer:** A commercial or non-profit ORGANIZATION agrees to furnish and maintain an Information Purchaser's Surety Bond in the amount of \$25,000. A surety bond company licensed to do business in Michigan shall execute the bond. The bond shall indemnify or reimburse the DEPARTMENT or any person whose personal information is accessed or obtained under this agreement for any damage caused by the use of that personal information in a manner contrary to this agreement or federal or Michigan law. The ORGANIZATION agrees to indemnify or reimburse the DEPARTMENT or any person whose personal information is accessed or obtained whether the improper use was made by the ORGANIZATION, by a subsidiary, affiliate agent, employee, or subcontractor of the ORGANIZATION, or by a person who acquired the information through the ORGANIZATION. The bond shall also indemnify or reimburse the DEPARTMENT for any payment due the DEPARTMENT for information obtained under this agreement.
3. **Subscription Service Only Customers:** The requirement for a surety bond is waived for customers who are only enrolled in the Subscription Service Program.

VII. TERM OF AGREEMENT

1. **Duration:** This agreement is in effect until it is canceled or terminated.
2. **Change of Name or Ownership:** In the event of a change of name or ownership of the ORGANIZATION, a new agreement is required. The ORGANIZATION will notify the DEPARTMENT immediately of a change of name or ownership, and the DEPARTMENT will forward a new agreement application. If this new agreement application has not been returned to the DEPARTMENT within 90 days from the time it was forwarded to the organization, the account may be suspended or terminated.
3. **Suspension:** The DEPARTMENT may suspend access to the DEPARTMENT'S records while investigating allegations of material breaches of this agreement.
4. **Cancellation:** The DEPARTMENT or the ORGANIZATION may cancel this agreement for any reason by giving the other party a 30-day written notice. Cancellation notices to the DEPARTMENT will be sent to: Michigan Department of State, Information Services Division, 7064 Crowser Drive, Lansing, Michigan 48918.
5. **Termination:** The DEPARTMENT may immediately terminate this agreement for cause by giving the ORGANIZATION a written notice. Cause for termination includes: failure to pay in accordance with the terms of the ORGANIZATION'S account with the DEPARTMENT; the use of data for marketing or solicitation or any other purpose not permitted by law; or a material breach of any agreement provision, including but not limited to the driver privacy compliance, security of data, or employee sanction provisions.

VIII. AMENDMENTS

The DEPARTMENT may amend this agreement, including but not limited to the fees described in Section V of this agreement, by providing the ORGANIZATION with a 30-day written notice.

IX. ASSIGNABILITY

The ORGANIZATION will not assign, license, or transfer any right, duty, or obligation under this agreement.

X. INDEMNIFICATION

1. **Government Agency:** Not applicable
2. **Commercial or non-profit customer:** The ORGANIZATION will indemnify and hold harmless the State of Michigan and the DEPARTMENT, and any of the State of Michigan's or the DEPARTMENT'S officers, agents, or employees, with respect to any claim asserted against them under federal or state privacy laws for information provided to the ORGANIZATION under this agreement.

XI. GOVERNING LAWS AND JURISDICTION

This agreement shall be construed in accordance with the laws of the State of Michigan. The ORGANIZATION agrees that any dispute that arises under this agreement that cannot be amicably resolved by the parties shall be submitted to a court of competent jurisdiction in the State of Michigan. The ORGANIZATION agrees to submit to the jurisdiction of that court.

Contractual Agreement for Michigan Driver, Vehicle, and Related Information

City of Muskegon

XII. DRIVER PRIVACY COMPLIANCE

1. **This section only applies to the release of personal information (as defined in section 40b of the Michigan Vehicle Code, MCL 257.40b) maintained by the DEPARTMENT.**

Driver Privacy Compliance: By executing this agreement, the ORGANIZATION certifies that personal information obtained will be used in compliance with the federal Driver Privacy Protection Act of 1994, as amended (18 USC §2721-2725 *et seq.*) and related Michigan driver privacy protection laws (e.g., MCL 28.292, 257.208c, 257.232, 257.307, 257.310, 324.80130c, 324.80315c, 324.81114c, and 324.82156c).

2. **Permissible Use(s):** The DEPARTMENT provides the agreed upon personal information only for the permissible use(s), as declared by the ORGANIZATION below:

- ☐ a. For use by a federal, state, or local governmental agency, including a court or law enforcement agency, in carrying out the agency's functions, or by a private person or entity acting on behalf of a governmental agency in carrying out the agency's functions.
- ☐ b. For use in connection with matters of motor vehicle and driver safety or auto theft; motor vehicle emissions; motor vehicle product alterations, recalls, or advisories; performance monitoring of motor vehicles; motor vehicle market research activities, including survey research; and the removal of non-owner records from the original records of motor vehicle manufacturers.
- ☐ c. For use in the normal course of business by a legitimate business, including the agents, employees, and contractors of the business, but only to verify the accuracy of personal information submitted by an individual to the business or its agents, employees, or contractors, and if the information as so submitted is no longer correct, to obtain the correct information, for the sole purpose of preventing fraud by pursuing legal remedies against, or recovering a debt against, the individual.
- ☐ d. For use in connection with a civil, criminal, administrative, or arbitration proceeding in a federal, state, or local court or governmental agency or before a self-regulatory body, including use for service of process, investigation in anticipation of litigation, and the execution of enforcement of judgments and orders, or pursuant to an order of a federal, state or local court, an administrative agency, or a self-regulatory body.
- ☐ e. For use in legitimate research activities and in preparing statistical reports for commercial, scholarly, or academic purposes by a bona fide research organization, if the personal information is not published, re-disclosed, or used to contact individuals.
- ☐ f. For use by an insurer or insurance support organizations, or by a self-insured entity, or its agents, employees, or contractors, in connection with claims investigating activity, antifraud activity, rating, or underwriting.
- ☐ g. For use in providing notice to the owner of an abandoned, towed, or impounded vehicle.
- ☐ h. For use either by a private detective or private investigator licensed under the Private Detective License Act of 1965, as amended (1965 PA 285; MCL 338.821 to 338.851), or by a private security guard agency or alarm system contractor licensed under the Private Security Guard Act of 1968, as amended (1968 PA 330; MCL 338.1051 to 338.1085), only for another permissible purpose listed here.

List the letter for other permissible use(s):

List occupational license number:

- ☐ i. For use by an employer, or the employer's agent or insurer, to obtain or verify information relating either to the holder of a commercial driver's license that is required under federal law or to the holder of a chauffeur's license that is required under Chapter 3 of the Michigan Vehicle Code.
- ☐ j. For use by a car rental business, or its employees, agents, contractors, or service firms, for the purpose of making rental decisions.
- ☐ k. For use in connection with the operation of private toll transportation facilities.
- ☐ l. For use by a news medium in the preparation and dissemination of a report related in part or in whole to the operation of a motor vehicle or public safety.

3. Restrictions:

a. Sale or Release of Personal Information to a Third Party:

1. A non-governmental ORGANIZATION may sell or furnish personal information obtained under this agreement to third parties, subject to the limitations stated in this agreement, and only for permissible use(s). The ORGANIZATION agrees to obtain a written certification from a third party as to the permissible use(s) for which the third party seeks personal information.
 2. If any ORGANIZATION furnishes personal information obtained under this agreement to a third party, the ORGANIZATION will maintain a record to identify each person or entity that obtained the personal information from the ORGANIZATION and the legally permissible use(s) for which it was obtained. These records shall be retained for a period of not less than five years following the transfer of information to the third party.
- b. The ORGANIZATION will adopt and implement a privacy policy and a personnel policy concerning the unauthorized release of information. The ORGANIZATION'S personnel policy will, at a minimum, establish that personal information shall not be disclosed to anyone unless the recipient is legally entitled to receive the information, and that employees may not access or release information contained in the records and files of the DEPARTMENT, except in connection with their duties and only to authorized third parties in accordance with work area procedures. Further, if an employee is approached to provide information inappropriately, the employee must refuse to release the requested information and immediately advise supervision. A violation of this policy shall be cause for disciplinary action up to and including dismissal. In addition, the employee may be subject to criminal charges that may result in a felony conviction. Upon the DEPARTMENT'S request, the ORGANIZATION also agrees to furnish to the DEPARTMENT a copy of its privacy policy and its personnel policy on the unauthorized release of information, at no cost to the DEPARTMENT. The DEPARTMENT promises confidentiality of the ORGANIZATION'S privacy and personnel policies submitted in accordance with this section. The ORGANIZATION further agrees to require any subcontractor, subsidiary or affiliate, if any, to adopt similar policies.
- c. **Government organizations** agree that information received under this agreement will be used only to carry out the agency's functions. The agency agrees not to access or provide any information received under this agreement for a purpose unrelated to the agency's official business.
- d. **Commercial and non-profit organizations** agree that, except as otherwise provided in this agreement, no person outside the direct employ of the ORGANIZATION shall have access to information provided under this agreement for any reason other than the ORGANIZATION'S intended and legitimate use as declared under the Permissible Uses section [XII. 2.] of this agreement.

4. Inspections and Audits:

- a. The ORGANIZATION will permit the DEPARTMENT, or a representative or agent of the DEPARTMENT, to inspect and copy any record maintained by the ORGANIZATION under this agreement. The ORGANIZATION shall bear the expense of one inspection by the DEPARTMENT, or a representative or agent of the DEPARTMENT, during the term of this agreement, or anytime an inappropriate use is known or alleged.
- b. Upon the DEPARTMENT'S request, the ORGANIZATION will provide to the DEPARTMENT an audit report, prepared by an independent audit firm. This audit shall evaluate the ORGANIZATION'S compliance with Section III (Technology and Security of Data) and Section XII (Driver Privacy Compliance) of this agreement. Any deficiencies detected in the audit must be immediately reported to the DEPARTMENT, along with a corrective action plan. The DEPARTMENT must approve a corrective action plan before it is implemented.

Contractual Agreement for Michigan Driver, Vehicle, and Related Information

5. **Penalties for Misuse:** Under Michigan law, a person who makes a false representation or a false certification to obtain personal information or who uses personal information for a purpose other than a permissible purpose identified in law is guilty of a felony, which may be punishable by imprisonment for up to 5 years and/or a fine of up to \$5,000. Subsequent convictions may result in imprisonment for up to 15 years and/or a fine of up to \$15,000.

XIII. SIGNATORY AUTHORITY

The persons signing this agreement certify that they are authorized to do so and to bind their respective principals to this agreement.

This agreement takes effect on the date the DEPARTMENT'S representative signs it.

DEPARTMENT OF STATE Representative

Victoria Dittmer, Director
Department of State Information Center
Name (Printed) and Title

Date

ORGANIZATION Representative Signature

Name (Printed) and Title

Date

Date: March 10, 2009
To: Honorable Mayor and City Commissioners
From: Ann Marie Becker, City Clerk
RE: Liquor License Transfer Request
Kwik-Way Mart
45 E. Muskegon Avenue

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

FINANCIAL IMPACT: None.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: All departments are recommending approval.



Muskegon Police Department

Anthony L. Kleibecker
Director of Public Safety

980 Jefferson
Muskegon, Michigan
49443-0536

www.muskegonpolice.com

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

February 26, 2009

To: City Commission through the City Manager

From: *Anthony L. Kleibecker*
Anthony L. Kleibecker, Director of Public Safety

Re: Liquor License Investigation – 45 E. Muskegon
Transfer of 2008 SDD and SDM Licensed Business

The Muskegon Police Department has received a request from the Michigan Liquor Control Commission for an investigation from applicant Almajeed, Inc. of Muskegon Michigan.

Almajeed, Inc. is requesting to transfer ownership of 2008 SDD and SDM licensed business located at 45 E. Muskegon, Muskegon MI 49440 from Betak Enterprises III, Inc. Almajeed, Inc. is comprised of Samir Majeed of 1022 Royal Glen Drive, Muskegon MI. 49441. Mr. Majeed has experience in the alcohol service industry at another location and has been made aware of the Muskegon Police Departments position on enforcing local alcohol laws and ordinances.

The applicant has also been made aware of the following two websites for additional training opportunities; the Michigan Licensed Beverage Association and the Liquor Control Commission.

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

ALK/kd



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

490262
2-19-09
TRM

POLICE INVESTIGATION REQUEST
[Authorized by MCL 436.1201(4)]

January 12, 2009

Muskegon Police Department
Chief of Police
980 Jefferson Street, PO Box 536
Muskegon, MI 49443-0536

Request ID #: 490262

Applicant: ALMAJEED, INC., REQUEST TO TRANSFER OWNERSHIP OF A 2008 SDD AND SDM LICENSED BUSINESS, LOCATED AT 45 E MUSKEGON, MUSKEGON, MI 49440, MUSKEGON CITY, IN MUSKEGON COUNTY, FROM BETAK ENTERPRISES III, INC.

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

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

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

rc



Michigan Department of Labor & Economic Growth
MICHIGAN LIQUOR CONTROL COMMISSION (MLCC)

7150 Harris Drive, P.O. Box 30005
Lansing, Michigan 48909-7505

POLICE INVESTIGATION REPORT

[Authorized by MCL 436.1217 and R 436.1105; MAC]

FOR MLCC USE ONLY

Request ID # 490262

Business ID # 215876

2-19-09 THH

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

LICENSEE/APPLICANT NAME, BUSINESS ADDRESS AND LICENSING REQUEST:

ALMAJEED, INC.

REQUEST TO TRANSFER OWNERSHIP OF A 2008 SDD AND SDM LICENSED BUSINESS, LOCATED AT 45 E MUSKEGON, MUSKEGON, MI 49440, MUSKEGON CITY, IN MUSKEGON COUNTY, FROM BETAK ENTERPRISES III, INC.

Section 1. APPLICANT INFORMATION

APPLICANT #1: SAMIR MAJEED
1022 ROYALE GLEN DRIVE, APT B
MUSKEGON MI 49441
(231) 670-5893

APPLICANT #2:

DATE FINGERPRINTED: 2-26-09

DATE FINGERPRINTED:

DATE OF BIRTH: 9-27-84

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

*Does the applicant have permanent Resident Alien status?

☒ Yes ☐ No*

*Does the applicant have a Visa? Enter status: Expired

DATE OF BIRTH:

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

*Does the applicant have permanent Resident Alien status?

☐ Yes ☐ No*

*Does the applicant have a Visa? Enter status:

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

ARREST RECORD: ☐ Felony ☐ Misdemeanor

Enter record of all arrests and convictions (Attach a signed and dated sheet if more space is needed)

ARREST RECORD: ☐ Felony ☐ Misdemeanor

Enter record of all arrests and convictions (Attach a signed and dated sheet if more space is needed)

Section 2. INVESTIGATION OF BUSINESS AND ADDRESS TO BE LICENSED

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

☒ No ☐ Yes, complete LC-1636

Are motor vehicle fuel pumps at or directly adjacent to the establishment? ☒ No ☐ Yes, explain relationship:

Section 3. LOCAL AND STATE CODES AND ORDINANCES, AND GENERAL RECOMMENDATIONS

Will the applicant's proposed location meet all appropriate state and local building, plumbing, zoning, fire, sanitation and health laws and ordinances, if this license is granted? ☒ Yes ☐ No If No, indicate which state and local ordinances the location does not meet: ☐ Building ☐ Plumbing ☐ Zoning ☐ Fire ☐ Sanitation ☐ Health

Section 4. RECOMMENDATION

1. Is this applicant qualified to conduct this business if licensed? ☒ Yes ☐ No*

2. Should the MLCC grant this request? ☒ Yes ☐ No*

*If any of the above questions were answered No, you must state your reasons for MLCC consideration of this recommendation on the back of this form or on an attached signed and dated sheet.

3. Is this recommendation subject to final inspection to determine that the proposed location meets all building, plumbing, zoning, fire, sanitation and health laws and ordinances? ☐ Yes ☒ No

4. Is this recommendation subject to any other conditions? ☐ Yes ☒ No

If Yes, list the conditions below or on an attached signed and dated sheet if more space is needed

J. L. Kishner
Signature (Sheriff or Chief of Police)

2-26-09
Date

MUSKEGON POLICE DEPARTMENT

Date: March 10, 2009
To: Honorable Mayor and City Commissioners
From: Ann Marie Becker, City Clerk
RE: Gaming License Request

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

FINANCIAL IMPACT: None

BUDGET ACTION REQUIRED: None

STAFF RECOMMENDATION: Approval



MUSKEGON COUNTY DEPARTMENT OF VETERANS AFFAIRS

Administered By:

West Michigan Veterans, Inc.

February 23, 2009

Approval of Resolution for Charitable Gaming Licenses.
Attention to: City of Muskegon Board of Commissioners

Dear Commissioners,

West Michigan Veterans, Inc. is requesting your approval for a resolution to recognize our organization as worthy for a State of Michigan Charitable Gaming License. We would like to participate in local "Texas Hold-em" gaming fundraisers to benefit our organization.

We have been present in this community since 1992 and have worked hard to provide free services and programs to assist our area veterans and their families. This endeavor will hopefully allow us to provide much needed additional assistance through our food bank and general assistance funds. All proceeds will go as direct aid to area veterans and their families in need of a helping hand

Thank you for your time and attention to this request for your providing a positive resolution. Should you require any further information, please do not hesitate to contact me.

Respectfully,

A handwritten signature in blue ink that reads "David R. Eling".

David R. Eling, director



Charitable Gaming Division
Box 30023, Lansing, MI 48909
OVERNIGHT DELIVERY:
101 E. Hillsdale, Lansing MI 48933
(517) 335-5780
www.michigan.gov/cg

LOCAL GOVERNING BODY RESOLUTION FOR CHARITABLE GAMING LICENSES

(Required by MCL 432.103(9))

At a _____ meeting of the _____
REGULAR OR SPECIAL TOWNSHIP, CITY, OR VILLAGE COUNCIL/BOARD

called to order by _____ on _____
DATE

at _____ a.m./p.m. the following resolution was offered:
TIME

Moved by _____ and supported by _____

that the request from _____ of _____
NAME OF ORGANIZATION CITY

county of _____, asking that they be recognized as a
COUNTY NAME

nonprofit organization operating in the community for the purpose of obtaining charitable

gaming licenses, be considered for _____
APPROVAL/DISAPPROVAL

APPROVAL

Yeas: _____

Nays: _____

Absent: _____

DISAPPROVAL

Yeas: _____

Nays: _____

Absent: _____

I hereby certify that the foregoing is a true and complete copy of a resolution offered and

adopted by the _____ at a _____
TOWNSHIP, CITY, OR VILLAGE COUNCIL/BOARD REGULAR OR SPECIAL

meeting held on _____
DATE

SIGNED: _____
TOWNSHIP, CITY, OR VILLAGE CLERK

PRINTED NAME AND TITLE

ADDRESS

COMPLETION: Required
PENALTY: Possible denial of application.
BSL-CG-1153(R10/06)

Date: March 10, 2009
To: Honorable Mayor and City Commissioners
From: Engineering
RE: Engineering Services (Design & Inspection) for:
Smith Ryerson Park

SUMMARY OF REQUEST:

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

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

FINANCIAL IMPACT:

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

BUDGET ACTION REQUIRED:

None at this time as this project was budgeted for in the 2009 CIP.

STAFF RECOMMENDATION:

Authorize staff to enter into engineering services agreement with Sidock Group.

COMMITTEE RECOMMENDATION:

B238 SMITH RYERSON PARK REDEVELOPMENT

Proposals evaluation

ENGINEERING FIRM	Fee	Hours
1 HOOKER DEJONG	\$34,965.00	453
2 TEAM ELMER'S ENGINEERING	\$47,420.00	651
3 SIDOCK GROUP	\$49,438.50	994
4 PARADIGM DESIGN	\$56,140.00	687
5 PROGRESSIVE AE	\$59,193.00	641
6 DAN VOS CONSTRUCTION CO.	\$61,405.00	699
7 WESTSHORE CONSULTING	\$62,005.00	860
8 PREIN & NEW OF	\$72,165.00	1148
9 FLEIS & VANDENBRINK	\$72,800.00	729
10 SITE DESIGNS SOLUTIONS	\$75,081.00	1076
11 MC SMITH & ASSOCIATES	\$77,978.00	773
Ave	\$60,780.95	791.91

Date: March 10, 2009
To: Honorable Mayor and City Commissioners
From: DPW
RE: Amend the Uniform Agreement with Arrow Uniform

SUMMARY OF REQUEST:

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

This amendment is necessary to accommodate a previous contract with Model Coverall.

FINANCIAL IMPACT:

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

BUDGET ACTION REQUIRED:

None at this time.

STAFF RECOMMENDATION:

Authorize staff to amend the contract with Arrow Uniform.

COMMITTEE RECOMMENDATION:

RELEASE and SETTLEMENT AGREEMENT

Model Coverall Service, Inc. ("Model") hereby releases the City of Muskegon ("City") of all claims in connection with its Partnering Rental Service Agreements, signed 06/09/04, 08/24/05, and 08/10/06 ("Agreements") and enters into a settlement of its alleged breach of contract claims against the City. Model, its members, directors, employees, representatives, personal representatives, heirs, successors and assigns, do hereby fully and unconditionally release, hold harmless and forever discharge the City and all of its employees for all rights, claims, demands and actions, costs, fees and expenses, legal and equitable, known or unknown, that Model now has or may have against the City and specifically, Model hereby releases, holds harmless and forever discharges the City from any and all claims arising from or related to the Agreements. This release specifically contemplates a waiver of the 120-day termination notice provision contained in the Agreements.

In consideration for this release, the receipt and adequacy of which is hereby acknowledged, the City of Muskegon agrees to the following:

The City will accept service and render payment to Model for providing the following through **February 28, 2010**:

Weekly:

Mat Cy Med, 5 Units at \$3.15/Unit for a total of \$15.75 per week.
Mat Cy Runner, 7 Units at \$5.25/Unit for a total of \$36.75 per week
Shop Towels, 100 Units at \$.08/Unit for a total of \$8.00 per week.
Energy charge: \$4.00 per week
TOTAL: \$64.50/week

In addition, every other week:

Mat Cy Med, 3 Units at \$4.50/Unit for a total of \$13.50.

TOTAL: \$78.00/week

The Addendum to Lease Agreement "Buyout of Special Merchandise" provision, signed 11-30-04, remains in effect through February 28, 2010.

THIS IS A FULL AND FINAL SETTLEMENT OF ALL CLAIMS BY MODEL COVERALL SERVICE, INC. AND VOLUNTARILY MADE.

Dated: _____

By: _____
Jeremy Wirtz
Model Coverall Service, Inc.

Dated: _____

By: _____
Bryon Mazade
City of Muskegon

ADDENDUM TO SERVICE AGREEMENT

For consideration, the adequacy of which is hereby acknowledged, the City of Muskegon and Arrow Uniform Company hereby agree to amend the Service Agreement signed by the parties on October 20, 2008 ("Agreement").

Delivery of all shop towels and mats included on the Agreement are to begin March 1, 2010 at the prices specified in the Agreement. All costs associated with the provision of shop towels and mats are excluded prior to March 1, 2010. The termination date for delivery of shop towels and mats only shall be extended to December 31, 2012. The prices specified in the Agreement shall remain in effect during this extended period.

No other provisions of the Agreement are affected by this Addendum.

Signature of Authorized Representative
Arrow Uniform

Printed Name and Title/Position Date

Signature of Authorized Representative
City of Muskegon

Printed Name and Title/Position Date

Date: March 10, 2009
To: Honorable Mayor and City Commission
From: Engineering
RE: Grant Applications for Safety Funds

SUMMARY OF REQUEST:

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

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

FINANCIAL IMPACT:

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

BUDGET ACTION REQUIRED:

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

STAFF RECOMMENDATION:

Authorize staff to submit the application(s).

COMMITTEE RECOMMENDATION:

Date: March 13, 2009
To: Honorable Mayor and City Commissioners
From: Engineering
RE: Maintenance agreement Trane for City Hall Chiller

SUMMARY OF REQUEST:

Authorization staff to enter into a five (5) years service agreement with Trane starting May 1st 2009 and ending April 30 2014 to perform scheduled maintenance such as annual maintenance, operating inspection, oil analysis, condenser wash and vibration analysis on the chiller at City hall. The five year fees structure is: First year \$2,197; second year \$2,263; third year \$2,263; fourth year 2,330 and the fifth year \$2,330.00 for a total contract price of \$11,383.

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

FINANCIAL IMPACT:

The total value of the contract of \$11,383.00.

BUDGET ACTION REQUIRED:

None at this time.

STAFF RECOMMENDATION:

Authorize staff to enter into a five year maintenance contract with Trane starting May 1st 2009 and ending April 30th of 2014.

COMMITTEE RECOMMENDATION:

Date: March 10, 2009
To: Honorable Mayor and City Commissioners
From: Engineering
RE: Consideration of Bids for:
Hackley Ave., Hudson to Seaway Dr. (H-1560 & W-712)

SUMMARY OF REQUEST:

Award the Wood Street project, H-1560 & W-712, to Felco Contractors out of Muskegon since they were the lowest responsible bidder with a total bid price of \$240,235.50 (see attached bid tabulation).

FINANCIAL IMPACT:

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

BUDGET ACTION REQUIRED:

None

STAFF RECOMMENDATION:

Award the contract to Felco Contractors.

COMMITTEE RECOMMENDATION:

H-1560 - HACKLEY AVE., HUDSON ST. TO SEAWAY DR

BID TABULATION - 03/03/09

CONTRACTOR ADDRESS CITY/ST/ZIP				ENGINEER'S ESTIMATE		VADEL STABILIZATION, INC 2500 N. OCEANA DR. HART, MI 49420		THOMPSON BROS., INC. 388 W. MCMILLAN RD. TWIN LAKE, MI 49445		BRENNER EXCAVATING 2841 132ND AVE. HOPKINS, MI 49328		JACKSON-MERKEY 555 W. WESTERN AVE. MUSKEGON, MI 49441		MILBOCKER & SONS 1256 29TH ST. ALLEGAN, MI 49010		MCCORMICK SAND INC. 5430 RUSSELL RD. TWIN LAKE, MI 49457		LEES TRENCHING SERVICE 1201 76TH ST. BYRON CENTER, MI 49315	
ITEM OF WORK		UNIT	QTY	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
1	ADJUST CATCH BASIN CASTING	EACH	3	\$450.00	\$ 1,350.00	\$ 250.00	\$ 750.00	\$ 300.00	\$ 900.00	\$ 390.00	\$ 1,170.00	\$ 275.00	\$ 825.00	\$ 450.00	\$ 1,350.00	\$ 450.00	\$ 1,350.00	\$ 400.00	\$ 1,200.00
2	ADJUST MH CASTING	EACH	10	\$450.00	\$ 4,500.00	\$ 400.00	\$ 4,000.00	\$ 300.00	\$ 3,000.00	\$ 390.00	\$ 3,900.00	\$ 345.00	\$ 3,450.00	\$ 450.00	\$ 4,500.00	\$ 450.00	\$ 4,500.00	\$ 400.00	\$ 4,000.00
3	AGGREGATE BASE 22A C.I.P.	SQ.YD.	2220	\$6.00	\$ 13,320.00	\$ 8.00	\$ 17,760.00	\$ 2.80	\$ 6,216.00	\$ 5.00	\$ 11,100.00	\$ 6.50	\$ 14,430.00	\$ 5.80	\$ 12,876.00	\$ 3.90	\$ 8,658.00	\$ 5.25	\$ 11,655.00
4	AGGREGATE PREPARATORY WORK	STA.	15.9	\$500.00	\$ 7,950.00	\$ 550.00	\$ 8,745.00	\$ 475.00	\$ 7,552.50	\$ 68.50	\$ 1,089.15	\$ 800.00	\$ 12,720.00	\$ 800.00	\$ 12,720.00	\$ 670.00	\$ 10,653.00	\$ 500.00	\$ 7,950.00
5	BENDS D.C.I. 8" 45° M.J.	EACH	26	\$325.00	\$ 8,450.00	\$ 292.00	\$ 7,592.00	\$ 380.00	\$ 9,880.00	\$ 275.00	\$ 7,150.00	\$ 300.00	\$ 7,800.00	\$ 260.00	\$ 6,760.00	\$ 359.00	\$ 9,334.00	\$ 330.00	\$ 8,580.00
6	BIT. LEVELING MIX 3C @ 220#/SQ.YD.	TON	635	\$60.00	\$ 38,100.00	\$ 66.95	\$ 42,513.25	\$ 67.00	\$ 42,545.00	\$ 71.00	\$ 45,085.00	\$ 71.50	\$ 45,402.50	\$ 66.95	\$ 42,513.25	\$ 67.00	\$ 42,545.00	\$ 75.00	\$ 47,625.00
7	BIT. TOP MIX 4C @ 220#/SQ.YD.	TON	635	\$65.00	\$ 41,275.00	\$ 71.55	\$ 45,434.25	\$ 71.50	\$ 45,402.50	\$ 75.50	\$ 47,942.50	\$ 75.50	\$ 47,942.50	\$ 71.55	\$ 45,434.25	\$ 72.00	\$ 45,720.00	\$ 78.25	\$ 49,688.75
8	CONCRETE SIDEWALK 4"	SQ.FT.	871	\$3.00	\$ 2,613.00	\$ 3.00	\$ 2,613.00	\$ 2.35	\$ 2,046.85	\$ 3.10	\$ 2,700.10	\$ 3.75	\$ 3,266.25	\$ 2.87	\$ 2,499.77	\$ 3.20	\$ 2,787.20	\$ 5.25	\$ 4,572.75
9	CORP. STOP 1" MUELLER #15000 OR EQUAL	EACH	11	\$200.00	\$ 2,200.00	\$ 400.00	\$ 4,400.00	\$ 130.00	\$ 1,430.00	\$ 183.00	\$ 2,013.00	\$ 200.00	\$ 2,200.00	\$ 300.00	\$ 3,300.00	\$ 250.00	\$ 2,750.00	\$ 185.00	\$ 2,035.00
10	CROSS D.C.I. 8"x 8" M.J.	EACH	2	\$500.00	\$ 1,000.00	\$ 595.00	\$ 1,190.00	\$ 700.00	\$ 1,400.00	\$ 560.00	\$ 1,120.00	\$ 625.00	\$ 1,250.00	\$ 600.00	\$ 1,200.00	\$ 734.00	\$ 1,468.00	\$ 615.00	\$ 1,230.00
11	CURB STOP 1" W / BOX MUELLER #15150 OR EQUAL	EACH	8	\$200.00	\$ 1,600.00	\$ 300.00	\$ 2,400.00	\$ 200.00	\$ 1,600.00	\$ 251.00	\$ 2,008.00	\$ 280.00	\$ 2,240.00	\$ 400.00	\$ 3,200.00	\$ 335.00	\$ 2,680.00	\$ 260.00	\$ 2,080.00
12	EROSION CONTROL, INLET PROTECTION, FABRIC DROP	EACH	11	\$90.00	\$ 990.00	\$ 125.00	\$ 1,375.00	\$ 50.00	\$ 550.00	\$ 98.00	\$ 1,078.00	\$ 115.00	\$ 1,265.00	\$ 97.00	\$ 1,067.00	\$ 44.00	\$ 484.00	\$ 120.00	\$ 1,320.00
13	HYDRANT STD.	EACH	4	\$1,750.00	\$ 7,000.00	\$ 2,300.00	\$ 9,200.00	\$ 2,000.00	\$ 8,000.00	\$ 2,358.00	\$ 9,432.00	\$ 1,910.00	\$ 7,640.00	\$ 2,030.00	\$ 8,120.00	\$ 1,956.00	\$ 7,824.00	\$ 2,005.00	\$ 8,020.00
14	MANHOLE CASTING E.J.#1045 OR EQUAL	EACH	9	\$500.00	\$ 4,500.00	\$ 580.00	\$ 5,220.00	\$ 600.00	\$ 5,400.00	\$ 564.00	\$ 5,076.00	\$ 305.00	\$ 2,745.00	\$ 322.00	\$ 2,898.00	\$ 414.00	\$ 3,726.00	\$ 420.00	\$ 3,780.00
15	PAVMT. MARK. OVERLAY, COLD PLASTIC (LT. TURN ARROW)	EACH	3	\$100.00	\$ 300.00	\$ 125.00	\$ 375.00	\$ 125.00	\$ 375.00	\$ 132.00	\$ 396.00	\$ 135.00	\$ 405.00	\$ 125.00	\$ 375.00	\$ 125.00	\$ 375.00	\$ 135.00	\$ 405.00
16	PAVMT. MARK. OVERLAY, COLD PLASTIC (ONLY)	EACH	3	\$100.00	\$ 300.00	\$ 135.00	\$ 405.00	\$ 135.00	\$ 405.00	\$ 143.00	\$ 429.00	\$ 145.00	\$ 435.00	\$ 150.00	\$ 450.00	\$ 135.00	\$ 405.00	\$ 145.00	\$ 435.00
17	PAVMT. MARK. OVERLAY, COLD PLASTIC 18" STOP BAR	LIN.FT.	66	\$5.00	\$ 330.00	\$ 8.50	\$ 561.00	\$ 8.50	\$ 561.00	\$ 9.00	\$ 594.00	\$ 9.00	\$ 594.00	\$ 2.00	\$ 132.00	\$ 8.50	\$ 561.00	\$ 9.00	\$ 594.00
18	PAVMT. MARKING WATERBORNE 4" WHITE	EACH	300	\$0.50	\$ 150.00	\$ 1.05	\$ 315.00	\$ 1.04	\$ 312.00	\$ 1.10	\$ 330.00	\$ 1.10	\$ 330.00	\$ 0.95	\$ 285.00	\$ 1.05	\$ 315.00	\$ 1.10	\$ 330.00
19	PAVMT. MARKING WATERBORNE 4" YELLOW	LIN.FT.	981	\$0.50	\$ 490.50	\$ 1.05	\$ 1,030.05	\$ 1.04	\$ 1,020.24	\$ 1.10	\$ 1,079.10	\$ 1.10	\$ 1,079.10	\$ 0.95	\$ 931.95	\$ 1.05	\$ 1,030.05	\$ 1.10	\$ 1,079.10
20	REDUCERS 8" TO 4" D.C.I. M.J.	EACH	2	\$320.00	\$ 640.00	\$ 250.00	\$ 500.00	\$ 265.00	\$ 530.00	\$ 225.00	\$ 450.00	\$ 250.00	\$ 500.00	\$ 210.00	\$ 420.00	\$ 311.00	\$ 622.00	\$ 275.00	\$ 550.00
21	REDUCERS 8" TO 6" D.C.I. M.J.	EACH	4	\$350.00	\$ 1,400.00	\$ 252.00	\$ 1,008.00	\$ 280.00	\$ 1,120.00	\$ 234.00	\$ 936.00	\$ 250.00	\$ 1,000.00	\$ 220.00	\$ 880.00	\$ 320.00	\$ 1,280.00	\$ 285.00	\$ 1,140.00
22	REMOVING BIT SURFACE	SQ.YD.	5778	\$2.50	\$ 14,445.00	\$ 2.00	\$ 11,556.00	\$ 2.00	\$ 11,556.00	\$ 1.25	\$ 7,222.50	\$ 0.60	\$ 3,466.80	\$ 3.00	\$ 17,334.00	\$ 1.16	\$ 6,702.48	\$ 2.60	\$ 15,022.80
23	SAND REFILL	CU.YD.	1056	\$7.00	\$ 7,392.00	\$ 12.00	\$ 12,672.00	\$ 9.50	\$ 10,032.00	\$ 8.00	\$ 8,448.00	\$ 5.80	\$ 6,124.80	\$ 9.80	\$ 10,348.80	\$ 5.00	\$ 5,280.00	\$ 7.00	\$ 7,392.00
24	SLEEVE LONG 6" D.C.I. M.J.	EACH	2	\$350.00	\$ 700.00	\$ 750.00	\$ 1,500.00	\$ 270.00	\$ 540.00	\$ 202.00	\$ 404.00	\$ 250.00	\$ 500.00	\$ 1,300.00	\$ 2,600.00	\$ 507.00	\$ 1,014.00	\$ 955.00	\$ 1,910.00
25	SLEEVES LONG 4" D.C.I. M.J.	EACH	2	\$350.00	\$ 700.00	\$ 750.00	\$ 1,500.00	\$ 220.00	\$ 440.00	\$ 165.00	\$ 330.00	\$ 170.00	\$ 340.00	\$ 1,340.00	\$ 2,680.00	\$ 437.00	\$ 874.00	\$ 785.00	\$ 1,570.00
26	SLEEVES LONG 8" D.C.I. M.J.	EACH	9	\$350.00	\$ 3,150.00	\$ 750.00	\$ 6,750.00	\$ 330.00	\$ 2,970.00	\$ 279.00	\$ 2,511.00	\$ 305.00	\$ 2,745.00	\$ 1,440.00	\$ 12,960.00	\$ 550.00	\$ 4,950.00	\$ 1,155.00	\$ 10,395.00
27	TEE D.C.I. 8" x 8" x 8" M.J.	EACH	3	\$435.00	\$ 1,305.00	\$ 445.00	\$ 1,335.00	\$ 500.00	\$ 1,500.00	\$ 410.00	\$ 1,230.00	\$ 435.00	\$ 1,305.00	\$ 360.00	\$ 1,080.00	\$ 546.00	\$ 1,638.00	\$ 485.00	\$ 1,455.00
28	TEE D.C.I. 8"x8"x6" M.J.	EACH	4	\$435.00	\$ 1,740.00	\$ 420.00	\$ 1,680.00	\$ 450.00	\$ 1,800.00	\$ 385.00	\$ 1,540.00	\$ 415.00	\$ 1,660.00	\$ 380.00	\$ 1,520.00	\$ 521.00	\$ 2,084.00	\$ 435.00	\$ 1,740.00
29	TRAFFIC CONTROL	LUMP	1	\$15,000.00	\$ 15,000.00	\$11,500.00	\$ 11,500.00	\$96,033.00	\$ 96,033.00	\$15,000.00	\$ 15,000.00	\$ 6,650.00	\$ 6,650.00	\$27,000.00	\$ 27,000.00	\$18,634.00	\$ 18,634.00	\$ 9,425.00	\$ 9,425.00
30	TRENCH REPAIR SPECIAL	LIN. FT.	159	\$40.00	\$ 6,360.00	\$ 75.00	\$ 11,925.00	\$ 9.50	\$ 1,510.50	\$ 88.50	\$ 14,071.50	\$ 32.00	\$ 5,088.00	\$ 33.00	\$ 5,247.00	\$ 32.00	\$ 5,088.00	\$ 43.00	\$ 6,837.00
31	VALVE 6" GATE M.J. W/BOX	EACH	4	\$650.00	\$ 2,600.00	\$ 975.00	\$ 3,900.00	\$ 800.00	\$ 3,200.00	\$ 860.00	\$ 3,440.00	\$ 705.00	\$ 2,820.00	\$ 740.00	\$ 2,960.00	\$ 893.00	\$ 3,572.00	\$ 730.00	\$ 2,920.00
32	VALVE 8" GATE M.J. W/BOX	EACH	11	\$800.00	\$ 8,800.00	\$ 1,250.00	\$ 13,750.00	\$ 1,000.00	\$ 11,000.00	\$ 1,178.00	\$ 12,958.00	\$ 890.00	\$ 9,790.00	\$ 970.00	\$ 10,670.00	\$ 1,169.00	\$ 12,859.00	\$ 1,000.00	\$ 11,000.00
33	WATER METER PIT COMPLETE	EACH	3	\$600.00	\$ 1,800.00	\$ 500.00	\$ 1,500.00	\$ 700.00	\$ 2,100.00	\$ 544.00	\$ 1,632.00	\$ 530.00	\$ 1,590.00	\$ 800.00	\$ 2,400.00	\$ 595.00	\$ 1,785.00	\$ 640.00	\$ 1,920.00
34	WATER SERVICE 1" TYPE "K" COPPER	LIN. FT.	260	\$25.00	\$ 6,500.00	\$ 10.00	\$ 2,600.00	\$ 12.60	\$ 3,276.00	\$ 10.30	\$ 2,678.00	\$ 28.00	\$ 7,280.00	\$ 17.00	\$ 4,420.00	\$ 11.00	\$ 2,860.00	\$ 17.75	\$ 4,615.00
35	WATERMAIN 4" D.C.I. CL. 52	LIN.FT.	8	\$50.00	\$ 400.00	\$ 39.00	\$ 312.00	\$ 24.00	\$ 192.00	\$ 39.00	\$ 312.00	\$ 38.00	\$ 304.00	\$ 60.00	\$ 480.00	\$ 30.00	\$ 240.00	\$ 36.65	\$ 293.20
36	WATERMAIN 6" D.C.I. CL. 52	LIN. FT.	85	\$35.00	\$ 2,975.00	\$ 31.00	\$ 2,635.00	\$ 23.00	\$ 1,955.00	\$ 27.40	\$ 2,329.00	\$ 40.00	\$ 3,400.00	\$ 60.00	\$ 5,100.00	\$ 32.00	\$ 2,720.00	\$ 33.70	\$ 2,864.50
37	WATERMAIN 8" D.C.I. CL. 52	LIN. FT.	1772	\$35.00	\$ 62,020.00	\$ 32.90	\$ 58,298.80	\$ 26.00	\$ 46,072.00	\$ 30.90	\$ 54,754.80	\$ 40.10	\$ 71,057.20	\$ 36.00	\$ 63,792.00	\$ 40.00	\$ 70,880.00	\$ 39.10	\$ 69,285.20
				TOTAL	\$ 274,345.50		\$ 300,800.35	CALC ERR	\$ 334,422.59		\$ 273,938.65		\$ 281,640.15		\$ 322,504.02		\$ 290,247.73		\$ 306,914.30

H-1560 - HACKLEY AVE., HUDSON ST. TO SEAWAY DR
 BID TABULATION - 03/03/09

CONTRACTOR ADDRESS CITY/ST/ZIP			ENGINEER'S ESTIMATE		KAMMINGA & ROODVOETS 3435 BROADMOOR SE GRAND RAPIDS, MI 49512		ODESTAR CONSTRUCTION 333 NORTH PARK NW GRAND RAPIDS, MI 49544		NAGEL CONSTRUCTION PO BOX 10 MOLINE, MI 49335-0010		SCHIPPERS EXCAVATING 9829 LAKE MICHIGAN DR WEST OLIVE, MI 49460		BULTEMA BROTHERS 7744 S. DIVISION AVE. GRAND RAPIDS, MI 49548		WYOMING EXCAVATORS 9580 3 MILE RD ADA, MI 49301		FELCO CONTRACTORS 874 PULASKI AVE. MUSKEGON, MI 49441	
ITEM OF WORK	UNIT	QTY	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
1 ADJUST CATCH BASIN CASTING	EACH	3	\$450.00	\$ 1,350.00	\$ 300.00	\$ 900.00	\$ 350.00	\$ 1,050.00	\$ 125.00	\$ 375.00	\$ 350.00	\$ 1,050.00	\$ 515.00	\$ 1,545.00	\$ 627.00	\$ 1,881.00	\$ 250.00	\$ 750.00
2 ADJUST MH CASTING	EACH	10	\$450.00	\$ 4,500.00	\$ 400.00	\$ 4,000.00	\$ 350.00	\$ 3,500.00	\$ 250.00	\$ 2,500.00	\$ 350.00	\$ 3,500.00	\$ 515.00	\$ 5,150.00	\$ 737.00	\$ 7,370.00	\$ 250.00	\$ 2,500.00
3 AGGREGATE BASE 22A C.I.P.	SQ.YD.	2220	\$6.00	\$ 13,320.00	\$ 6.00	\$ 13,320.00	\$ 9.00	\$ 19,980.00	\$ 6.90	\$ 15,318.00	\$ 8.85	\$ 19,647.00	\$ 7.10	\$ 15,762.00	\$ 8.00	\$ 17,760.00	\$ 4.90	\$ 10,878.00
4 AGGREGATE PREPARATORY WORK	STA.	15.9	\$500.00	\$ 7,950.00	\$ 200.00	\$ 3,180.00	\$ 900.00	\$ 14,310.00	\$ 400.00	\$ 6,360.00	\$ 450.00	\$ 7,155.00	\$ 1,073.20	\$ 17,063.88	\$ 770.00	\$ 12,243.00	\$ 155.00	\$ 2,464.50
5 BENDS D.C.I. 8" 45° M.J.	EACH	26	\$325.00	\$ 8,450.00	\$ 375.00	\$ 9,750.00	\$ 350.00	\$ 9,100.00	\$ 300.00	\$ 7,800.00	\$ 300.00	\$ 7,800.00	\$ 300.00	\$ 7,800.00	\$ 518.50	\$ 13,481.00	\$ 185.00	\$ 4,810.00
6 BIT. LEVELING MIX 3C @ 220#/SQ.YD.	TON	635	\$60.00	\$ 38,100.00	\$ 66.95	\$ 42,513.25	\$ 68.00	\$ 43,180.00	\$ 67.00	\$ 42,545.00	\$ 68.50	\$ 43,497.50	\$ 66.95	\$ 42,513.25	\$ 74.00	\$ 46,990.00	\$ 72.00	\$ 45,720.00
7 BIT. TOP MIX 4C @ 220#/SQ.YD.	TON	635	\$65.00	\$ 41,275.00	\$ 71.55	\$ 45,434.25	\$ 72.00	\$ 45,720.00	\$ 71.60	\$ 45,466.00	\$ 80.00	\$ 50,800.00	\$ 71.55	\$ 45,434.25	\$ 79.00	\$ 50,165.00	\$ 76.00	\$ 48,260.00
8 CONCRETE SIDEWALK 4"	SQ.FT.	871	\$3.00	\$ 2,613.00	\$ 3.00	\$ 2,613.00	\$ 2.50	\$ 2,177.50	\$ 3.00	\$ 2,613.00	\$ 2.50	\$ 2,177.50	\$ 3.56	\$ 3,100.76	\$ 3.50	\$ 3,048.50	\$ 3.00	\$ 2,613.00
9 CORP. STOP 1" MUELLER #15000 OR EQUAL	EACH	11	\$200.00	\$ 2,200.00	\$ 230.00	\$ 2,530.00	\$ 175.00	\$ 1,925.00	\$ 100.00	\$ 1,100.00	\$ 165.00	\$ 1,815.00	\$ 116.70	\$ 1,283.70	\$ 200.00	\$ 2,200.00	\$ 110.00	\$ 1,210.00
10 CROSS D.C.I. 8"x 8" M.J.	EACH	2	\$500.00	\$ 1,000.00	\$ 650.00	\$ 1,300.00	\$ 825.00	\$ 1,650.00	\$ 515.00	\$ 1,030.00	\$ 650.00	\$ 1,300.00	\$ 547.60	\$ 1,095.20	\$ 808.50	\$ 1,617.00	\$ 375.00	\$ 750.00
11 CURB STOP 1" W / BOX MUELLER #15150 OR EQUAL	EACH	8	\$200.00	\$ 1,600.00	\$ 300.00	\$ 2,400.00	\$ 250.00	\$ 2,000.00	\$ 190.00	\$ 1,520.00	\$ 280.00	\$ 2,240.00	\$ 377.10	\$ 3,016.80	\$ 282.00	\$ 2,256.00	\$ 145.00	\$ 1,160.00
12 EROSION CONTROL, INLET PROTECTION, FABRIC DROP	EACH	11	\$90.00	\$ 990.00	\$ 100.00	\$ 1,100.00	\$ 125.00	\$ 1,375.00	\$ 85.00	\$ 935.00	\$ 75.00	\$ 825.00	\$ 126.50	\$ 1,391.50	\$ 115.50	\$ 1,270.50	\$ 250.00	\$ 2,750.00
13 HYDRANT STD.	EACH	4	\$1,750.00	\$ 7,000.00	\$ 1,650.00	\$ 6,600.00	\$ 2,000.00	\$ 8,000.00	\$ 2,200.00	\$ 8,800.00	\$ 1,850.00	\$ 7,400.00	\$ 2,259.00	\$ 9,036.00	\$ 2,123.00	\$ 8,492.00	\$ 2,300.00	\$ 9,200.00
14 MANHOLE CASTING E.J.#1045 OR EQUAL	EACH	9	\$500.00	\$ 4,500.00	\$ 250.00	\$ 2,250.00	\$ 625.00	\$ 5,625.00	\$ 400.00	\$ 3,600.00	\$ 500.00	\$ 4,500.00	\$ 624.00	\$ 5,616.00	\$ 286.00	\$ 2,574.00	\$ 500.00	\$ 4,500.00
15 PAVMT. MARK. OVERLAY, COLD PLASTIC (LT. TURN ARROW)	EACH	3	\$100.00	\$ 300.00	\$ 125.00	\$ 375.00	\$ 130.00	\$ 390.00	\$ 125.00	\$ 375.00	\$ 135.00	\$ 405.00	\$ 125.00	\$ 375.00	\$ 137.50	\$ 412.50	\$ 375.00	\$ 1,125.00
16 PAVMT. MARK. OVERLAY, COLD PLASTIC (ONLY)	EACH	3	\$100.00	\$ 300.00	\$ 135.00	\$ 405.00	\$ 140.00	\$ 420.00	\$ 135.00	\$ 405.00	\$ 145.00	\$ 435.00	\$ 135.00	\$ 405.00	\$ 148.50	\$ 445.50	\$ 375.00	\$ 1,125.00
17 PAVMT. MARK. OVERLAY, COLD PLASTIC 18" STOP BAR	LIN.FT.	66	\$5.00	\$ 330.00	\$ 8.50	\$ 561.00	\$ 9.00	\$ 594.00	\$ 8.50	\$ 561.00	\$ 9.00	\$ 594.00	\$ 8.50	\$ 561.00	\$ 9.50	\$ 627.00	\$ 10.00	\$ 660.00
18 PAVMT. MARKING WATERBORNE 4" WHITE	EACH	300	\$0.50	\$ 150.00	\$ 1.04	\$ 312.00	\$ 1.10	\$ 330.00	\$ 1.05	\$ 315.00	\$ 1.10	\$ 330.00	\$ 1.04	\$ 312.00	\$ 1.50	\$ 450.00	\$ 2.00	\$ 600.00
19 PAVMT. MARKING WATERBORNE 4" YELLOW	LIN.FT.	981	\$0.50	\$ 490.50	\$ 1.04	\$ 1,020.24	\$ 1.10	\$ 1,079.10	\$ 1.00	\$ 981.00	\$ 1.10	\$ 1,079.10	\$ 1.04	\$ 1,020.24	\$ 1.50	\$ 1,471.50	\$ 2.00	\$ 1,962.00
20 REDUCERS 8" TO 4" D.C.I. M.J.	EACH	2	\$320.00	\$ 640.00	\$ 275.00	\$ 550.00	\$ 300.00	\$ 600.00	\$ 200.00	\$ 400.00	\$ 250.00	\$ 500.00	\$ 214.00	\$ 428.00	\$ 377.00	\$ 754.00	\$ 175.00	\$ 350.00
21 REDUCERS 8" TO 6" D.C.I. M.J.	EACH	4	\$350.00	\$ 1,400.00	\$ 280.00	\$ 1,120.00	\$ 300.00	\$ 1,200.00	\$ 230.00	\$ 920.00	\$ 260.00	\$ 1,040.00	\$ 223.00	\$ 892.00	\$ 392.00	\$ 1,568.00	\$ 175.00	\$ 700.00
22 REMOVING BIT SURFACE	SQ.YD.	5778	\$2.50	\$ 14,445.00	\$ 2.25	\$ 13,000.50	\$ 1.25	\$ 7,222.50	\$ 1.00	\$ 5,778.00	\$ 2.00	\$ 11,556.00	\$ 1.31	\$ 7,569.18	\$ 2.50	\$ 14,445.00	\$ 1.00	\$ 5,778.00
23 SAND REFILL	CU.YD.	1056	\$7.00	\$ 7,392.00	\$ 9.00	\$ 9,504.00	\$ 16.50	\$ 17,424.00	\$ 6.50	\$ 6,864.00	\$ 6.00	\$ 6,336.00	\$ 10.43	\$ 11,014.08	\$ 6.50	\$ 6,864.00	\$ 6.00	\$ 6,336.00
24 SLEEVE LONG 6" D.C.I. M.J.	EACH	2	\$350.00	\$ 700.00	\$ 650.00	\$ 1,300.00	\$ 1,450.00	\$ 2,900.00	\$ 390.00	\$ 780.00	\$ 340.00	\$ 680.00	\$ 567.00	\$ 1,134.00	\$ 879.00	\$ 1,758.00	\$ 305.00	\$ 610.00
25 SLEEVES LONG 4" D.C.I. M.J.	EACH	2	\$350.00	\$ 700.00	\$ 600.00	\$ 1,200.00	\$ 1,375.00	\$ 2,750.00	\$ 310.00	\$ 620.00	\$ 300.00	\$ 600.00	\$ 524.00	\$ 1,048.00	\$ 827.50	\$ 1,655.00	\$ 275.00	\$ 550.00
26 SLEEVES LONG 8" D.C.I. M.J.	EACH	9	\$350.00	\$ 3,150.00	\$ 700.00	\$ 6,300.00	\$ 1,550.00	\$ 13,950.00	\$ 520.00	\$ 4,680.00	\$ 400.00	\$ 3,600.00	\$ 625.00	\$ 5,625.00	\$ 1,562.00	\$ 14,058.00	\$ 375.00	\$ 3,375.00
27 TEE D.C.I. 8" x 8" x 8" M.J.	EACH	3	\$435.00	\$ 1,305.00	\$ 465.00	\$ 1,395.00	\$ 450.00	\$ 1,350.00	\$ 325.00	\$ 975.00	\$ 450.00	\$ 1,350.00	\$ 430.00	\$ 1,290.00	\$ 556.50	\$ 1,669.50	\$ 475.00	\$ 1,425.00
28 TEE D.C.I. 8"X8"X6" M.J.	EACH	4	\$435.00	\$ 1,740.00	\$ 450.00	\$ 1,800.00	\$ 425.00	\$ 1,700.00	\$ 305.00	\$ 1,220.00	\$ 425.00	\$ 1,700.00	\$ 399.00	\$ 1,596.00	\$ 522.00	\$ 2,088.00	\$ 450.00	\$ 1,800.00
29 TRAFFIC CONTROL	LUMP	1	\$15,000.00	\$ 15,000.00	\$10,000.00	\$ 10,000.00	\$ 9,000.00	\$ 9,000.00	\$ 8,000.00	\$ 8,000.00	\$12,000.00	\$ 12,000.00	\$ 8,200.00	\$ 8,200.00	\$ 8,800.00	\$ 8,800.00	\$ 9,000.00	\$ 9,000.00
30 TRENCH REPAIR SPECIAL	LIN. FT.	159	\$40.00	\$ 6,360.00	\$ 30.00	\$ 4,770.00	\$ 125.00	\$ 19,875.00	\$ 16.00	\$ 2,544.00	\$ 30.00	\$ 4,770.00	\$ 34.95	\$ 5,557.05	\$ 77.00	\$ 12,243.00	\$ 25.00	\$ 3,975.00
31 VALVE 6" GATE M.J. W/BOX	EACH	4	\$650.00	\$ 2,600.00	\$ 800.00	\$ 3,200.00	\$ 675.00	\$ 2,700.00	\$ 700.00	\$ 2,800.00	\$ 750.00	\$ 3,000.00	\$ 923.00	\$ 3,692.00	\$ 799.50	\$ 3,198.00	\$ 725.00	\$ 2,900.00
32 VALVE 8" GATE M.J. W/BOX	EACH	11	\$800.00	\$ 8,800.00	\$ 825.00	\$ 9,075.00	\$ 900.00	\$ 9,900.00	\$ 900.00	\$ 9,900.00	\$ 1,000.00	\$ 11,000.00	\$ 1,178.00	\$ 12,958.00	\$ 1,014.50	\$ 11,159.50	\$ 870.00	\$ 9,570.00
33 WATER METER PIT COMPLETE	EACH	3	\$600.00	\$ 1,800.00	\$ 2,000.00	\$ 6,000.00	\$ 1,000.00	\$ 3,000.00	\$ 500.00	\$ 1,500.00	\$ 880.00	\$ 2,640.00	\$ 529.00	\$ 1,587.00	\$ 1,664.50	\$ 4,993.50	\$ 500.00	\$ 1,500.00
34 WATER SERVICE 1" TYPE "K" COPPER	LIN. FT.	260	\$25.00	\$ 6,500.00	\$ 36.00	\$ 9,360.00	\$ 35.00	\$ 9,100.00	\$ 16.00	\$ 4,160.00	\$ 14.00	\$ 3,640.00	\$ 10.65	\$ 2,769.00	\$ 36.50	\$ 9,490.00	\$ 9.00	\$ 2,340.00
35 WATERMAIN 4" D.C.I. CL. 52	LIN.FT.	8	\$50.00	\$ 400.00	\$ 45.00	\$ 360.00	\$ 135.00	\$ 1,080.00	\$ 60.00	\$ 480.00	\$ 33.00	\$ 264.00	\$ 55.85	\$ 446.80	\$ 79.00	\$ 632.00	\$ 28.00	\$ 224.00
36 WATERMAIN 6" D.C.I. CL. 52	LIN. FT.	85	\$35.00	\$ 2,975.00	\$ 38.00	\$ 3,230.00	\$ 90.00	\$ 7,650.00	\$ 35.00	\$ 2,975.00	\$ 34.00	\$ 2,890.00	\$ 29.59	\$ 2,515.15	\$ 65.00	\$ 5,525.00	\$ 29.00	\$ 2,465.00
37 WATERMAIN 8" D.C.I. CL. 52	LIN. FT.	1772	\$35.00	\$ 62,020.00	\$ 40.00	\$ 70,880.00	\$ 65.00	\$ 115,180.00	\$ 50.00	\$ 88,600.00	\$ 38.00	\$ 67,336.00	\$ 36.26	\$ 64,252.72	\$ 58.50	\$ 103,662.00	\$ 25.00	\$ 44,300.00
			TOTAL	\$ 274,345.50		\$ 293,608.24		\$ 388,987.10		\$ 285,795.00		\$ 291,452.10		\$ 295,055.56		\$ 379,317.00		\$ 240,235.50

H-1560 - HACKLEY AVE., HUDSON ST. TO SEAWAY DR
 BID TABULATION - 03/03/09

CONTRACTOR ADDRESS CITY/ST/ZIP			ENGINEER'S ESTIMATE		RON MEYER & ASSOC. EXC 1357 76TH AVE. ZEELAND, MI 49464		C & D HUGHES 3097 LANSING RD. CHARLOTTE, MI 48113		HALLACK CONTRACTING 4223 W POLK RD HART, MI 49420		DAN HOE EXCAVATING 13664 ROCKY'S RD. HOLLAND, MI 49424		JACK DYKSTRA EXC 3677 3 MILE GRAND RAPIDS, MI 49435					
ITEM OF WORK			UNIT	QTY	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE		TOTAL PRICE		TOTAL PRICE
1	ADJUST CATCH BASIN CASTING		EACH	3	\$450.00	\$ 1,350.00	\$ 125.00	\$ 375.00	\$ 600.00	\$ 1,800.00	\$ 250.00	\$ 750.00	\$ 400.00	\$ 1,200.00	\$ 400.00	\$ 1,200.00		
2	ADJUST MH CASTING		EACH	10	\$450.00	\$ 4,500.00	\$ 375.00	\$ 3,750.00	\$ 600.00	\$ 6,000.00	\$ 250.00	\$ 2,500.00	\$ 450.00	\$ 4,500.00	\$ 405.00	\$ 4,050.00		
3	AGGREGATE BASE 22A C.I.P.		SQ.YD.	2220	\$6.00	\$ 13,320.00	\$ 3.90	\$ 8,658.00	\$ 5.00	\$ 11,100.00	\$ 7.00	\$ 15,540.00	\$ 6.50	\$ 14,430.00	\$ 6.25	\$ 13,875.00		
4	AGGREGATE PREPARATORY WORK		STA.	15.9	\$500.00	\$ 7,950.00	\$ 500.00	\$ 7,950.00	\$ 350.00	\$ 5,565.00	\$ 350.00	\$ 5,565.00	\$ 265.00	\$ 4,213.50	\$ 500.00	\$ 7,950.00		
5	BENDS D.C.I. 8" 45° M.J.		EACH	26	\$325.00	\$ 8,450.00	\$ 305.00	\$ 7,930.00	\$ 250.00	\$ 6,500.00	\$ 375.00	\$ 9,750.00	\$ 375.00	\$ 9,750.00	\$ 245.00	\$ 6,370.00		
6	BIT. LEVELING MIX 3C @ 220#/SQ.YD.		TON	635	\$60.00	\$ 38,100.00	\$ 71.42	\$ 45,351.70	\$ 71.42	\$ 45,351.70	\$ 66.95	\$ 42,513.25	\$ 75.00	\$ 47,625.00	\$ 67.00	\$ 42,545.00		
7	BIT. TOP MIX 4C @ 220#/SQ.YD.		TON	635	\$65.00	\$ 41,275.00	\$ 74.40	\$ 47,244.00	\$ 74.40	\$ 47,244.00	\$ 71.55	\$ 45,434.25	\$ 75.00	\$ 47,625.00	\$ 72.00	\$ 45,720.00		
8	CONCRETE SIDEWALK 4"		SQ.FT.	871	\$3.00	\$ 2,613.00	\$ 2.41	\$ 2,099.11	\$ 2.25	\$ 1,959.75	\$ 2.50	\$ 2,177.50	\$ 5.00	\$ 4,355.00	\$ 3.40	\$ 2,961.40		
9	CORP. STOP 1" MUELLER #15000 OR EQUAL		EACH	11	\$200.00	\$ 2,200.00	\$ 125.00	\$ 1,375.00	\$ 200.00	\$ 2,200.00	\$ 83.00	\$ 913.00	\$ 250.00	\$ 2,750.00	\$ 95.00	\$ 1,045.00		
10	CROSS D.C.I. 8"x 8" M.J.		EACH	2	\$500.00	\$ 1,000.00	\$ 1,265.00	\$ 2,530.00	\$ 400.00	\$ 800.00	\$ 730.00	\$ 1,460.00	\$ 575.00	\$ 1,150.00	\$ 480.00	\$ 960.00		
11	CURB STOP 1" W / BOX MUELLER #15150 OR EQUAL		EACH	8	\$200.00	\$ 1,600.00	\$ 237.00	\$ 1,896.00	\$ 1,000.00	\$ 8,000.00	\$ 200.00	\$ 1,600.00	\$ 350.00	\$ 2,800.00	\$ 165.00	\$ 1,320.00		
12	EROSION CONTROL, INLET PROTECTION, FABRIC DROP		EACH	11	\$90.00	\$ 990.00	\$ 80.00	\$ 880.00	\$ 100.00	\$ 1,100.00	\$ 75.00	\$ 825.00	\$ 200.00	\$ 2,200.00	\$ 100.00	\$ 1,100.00		
13	HYDRANT STD.		EACH	4	\$1,750.00	\$ 7,000.00	\$ 1,600.00	\$ 6,400.00	\$ 2,300.00	\$ 9,200.00	\$ 3,000.00	\$ 12,000.00	\$ 2,100.00	\$ 8,400.00	\$ 1,745.00	\$ 6,980.00		
14	MANHOLE CASTING E.J.#1045 OR EQUAL		EACH	9	\$500.00	\$ 4,500.00	\$ 525.00	\$ 4,725.00	\$ 700.00	\$ 6,300.00	\$ 400.00	\$ 3,600.00	\$ 575.00	\$ 5,175.00	\$ 300.00	\$ 2,700.00		
15	PAVMT. MARK. OVERLAY, COLD PLASTIC (LT. TURN ARROW)		EACH	3	\$100.00	\$ 300.00	\$ 125.00	\$ 375.00	\$ 125.00	\$ 375.00	\$ 125.00	\$ 375.00	\$ 150.00	\$ 450.00	\$ 125.00	\$ 375.00		
16	PAVMT. MARK. OVERLAY, COLD PLASTIC (ONLY)		EACH	3	\$100.00	\$ 300.00	\$ 135.00	\$ 405.00	\$ 135.00	\$ 405.00	\$ 135.00	\$ 405.00	\$ 150.00	\$ 450.00	\$ 135.00	\$ 405.00		
17	PAVMT. MARK. OVERLAY, COLD PLASTIC 18" STOP BAR		LIN.FT.	66	\$5.00	\$ 330.00	\$ 8.50	\$ 561.00	\$ 8.50	\$ 561.00	\$ 8.50	\$ 561.00	\$ 9.00	\$ 594.00	\$ 8.50	\$ 561.00		
18	PAVMT. MARKING WATERBORNE 4" WHITE		EACH	300	\$0.50	\$ 150.00	\$ 1.04	\$ 312.00	\$ 1.04	\$ 312.00	\$ 1.04	\$ 312.00	\$ 1.10	\$ 330.00	\$ 1.10	\$ 330.00		
19	PAVMT. MARKING WATERBORNE 4" YELLOW		LIN.FT.	981	\$0.50	\$ 490.50	\$ 1.04	\$ 1,020.24	\$ 1.04	\$ 1,020.24	\$ 1.04	\$ 1,020.24	\$ 1.10	\$ 1,079.10	\$ 1.10	\$ 1,079.10		
20	REDUCERS 8" TO 4" D.C.I. M.J.		EACH	2	\$320.00	\$ 640.00	\$ 420.00	\$ 840.00	\$ 250.00	\$ 500.00	\$ 350.00	\$ 700.00	\$ 475.00	\$ 950.00	\$ 190.00	\$ 380.00		
21	REDUCERS 8" TO 6" D.C.I. M.J.		EACH	4	\$350.00	\$ 1,400.00	\$ 405.00	\$ 1,620.00	\$ 300.00	\$ 1,200.00	\$ 350.00	\$ 1,400.00	\$ 475.00	\$ 1,900.00	\$ 235.00	\$ 940.00		
22	REMOVING BIT SURFACE		SQ.YD.	5778	\$2.50	\$ 14,445.00	\$ 2.32	\$ 13,404.96	\$ 2.00	\$ 11,556.00	\$ 1.50	\$ 8,667.00	\$ 2.00	\$ 11,556.00	\$ 2.00	\$ 11,556.00		
23	SAND REFILL		CU.YD.	1056	\$7.00	\$ 7,392.00	\$ 0.50	\$ 528.00	\$ 9.00	\$ 9,504.00	\$ 4.00	\$ 4,224.00	\$ 11.00	\$ 11,616.00	\$ 10.75	\$ 11,352.00		
24	SLEEVE LONG 6" D.C.I. M.J.		EACH	2	\$350.00	\$ 700.00	\$ 835.00	\$ 1,670.00	\$ 200.00	\$ 400.00	\$ 410.00	\$ 820.00	\$ 350.00	\$ 700.00	\$ 400.00	\$ 800.00		
25	SLEEVES LONG 4" D.C.I. M.J.		EACH	2	\$350.00	\$ 700.00	\$ 610.00	\$ 1,220.00	\$ 150.00	\$ 300.00	\$ 400.00	\$ 800.00	\$ 350.00	\$ 700.00	\$ 360.00	\$ 720.00		
26	SLEEVES LONG 8" D.C.I. M.J.		EACH	9	\$350.00	\$ 3,150.00	\$ 900.00	\$ 8,100.00	\$ 200.00	\$ 1,800.00	\$ 490.00	\$ 4,410.00	\$ 425.00	\$ 3,825.00	\$ 445.00	\$ 4,005.00		
27	TEE D.C.I. 8" x 8" x 8" M.J.		EACH	3	\$435.00	\$ 1,305.00	\$ 635.00	\$ 1,905.00	\$ 550.00	\$ 1,650.00	\$ 470.00	\$ 1,410.00	\$ 525.00	\$ 1,575.00	\$ 355.00	\$ 1,065.00		
28	TEE D.C.I. 8"X8"X6" M.J.		EACH	4	\$435.00	\$ 1,740.00	\$ 620.00	\$ 2,480.00	\$ 350.00	\$ 1,400.00	\$ 460.00	\$ 1,840.00	\$ 500.00	\$ 2,000.00	\$ 330.00	\$ 1,320.00		
29	TRAFFIC CONTROL		LUMP	1	\$15,000.00	\$ 15,000.00	\$24,269.50	\$ 24,269.50	\$10,000.00	\$ 10,000.00	\$ 9,750.00	\$ 9,750.00	\$ 9,000.00	\$ 9,000.00	\$ 8,000.00	\$ 8,000.00		
30	TRENCH REPAIR SPECIAL		LIN. FT.	159	\$40.00	\$ 6,360.00	\$ 30.00	\$ 4,770.00	\$ 40.00	\$ 6,360.00	\$ 20.00	\$ 3,180.00	\$ 32.00	\$ 5,088.00	\$ 50.00	\$ 7,950.00		
31	VALVE 6" GATE M.J. W/BOX		EACH	4	\$650.00	\$ 2,600.00	\$ 635.00	\$ 2,540.00	\$ 800.00	\$ 3,200.00	\$ 640.00	\$ 2,560.00	\$ 925.00	\$ 3,700.00	\$ 655.00	\$ 2,620.00		
32	VALVE 8" GATE M.J. W/BOX		EACH	11	\$800.00	\$ 8,800.00	\$ 805.00	\$ 8,855.00	\$ 1,000.00	\$ 11,000.00	\$ 800.00	\$ 8,800.00	\$ 1,050.00	\$ 11,550.00	\$ 905.00	\$ 9,955.00		
33	WATER METER PIT COMPLETE		EACH	3	\$600.00	\$ 1,800.00	\$ 465.00	\$ 1,395.00	\$ 2,500.00	\$ 7,500.00	\$ 500.00	\$ 1,500.00	\$ 725.00	\$ 2,175.00	\$ 470.00	\$ 1,410.00		
34	WATER SERVICE 1" TYPE "K" COPPER		LIN. FT.	260	\$25.00	\$ 6,500.00	\$ 21.00	\$ 5,460.00	\$ 50.00	\$ 13,000.00	\$ 18.00	\$ 4,680.00	\$ 19.00	\$ 4,940.00	\$ 17.75	\$ 4,615.00		
35	WATERMAIN 4" D.C.I. CL. 52		LIN.FT.	8	\$50.00	\$ 400.00	\$ 61.50	\$ 492.00	\$ 62.00	\$ 496.00	\$ 30.00	\$ 240.00	\$ 68.00	\$ 544.00	\$ 42.00	\$ 336.00		
36	WATERMAIN 6" D.C.I. CL. 52		LIN. FT.	85	\$35.00	\$ 2,975.00	\$ 38.00	\$ 3,230.00	\$ 68.00	\$ 5,780.00	\$ 30.00	\$ 2,550.00	\$ 25.00	\$ 2,125.00	\$ 32.30	\$ 2,745.50		
37	WATERMAIN 8" D.C.I. CL. 52		LIN. FT.	1772	\$35.00	\$ 62,020.00	\$ 35.65	\$ 63,171.80	\$ 70.00	\$ 124,040.00	\$ 32.90	\$ 58,298.80	\$ 50.00	\$ 88,600.00	\$ 33.80	\$ 59,893.60		
					TOTAL	\$ 274,345.50		\$ 289,788.31		\$ 365,479.69		\$ 263,131.04		\$ 321,620.60		\$ 271,189.60		

Date: March 10, 2009
To: Honorable Mayor and City Commissioners
From: Engineering
RE: Consideration of Bids for:
Wood Street, Isabella to Apple (H-1651 & W- 716)

SUMMARY OF REQUEST:

Award the Wood Street project, H-1651 & W-716, to Felco Contractors out of Muskegon since they were the lowest responsible bidder with a total bid price of \$116,954 (see attached bid tabulation).

FINANCIAL IMPACT:

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

BUDGET ACTION REQUIRED:

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

STAFF RECOMMENDATION:

Award the contract to Felco Contractors.

COMMITTEE RECOMMENDATION:

H-1651 WOOD STREET, ISABELLA AVE. TO APPLE AVE.

BID TABULATION - 03/03/09

		CONTRACTOR ADDRESS CITY/ST/ZIP		ENGINEER'S ESTIMATE		WADEL STABILIZATION, INC. 2500 N. OCEANA DR. HART, MI 49420		BRENNER EXCAVATING 2841 132ND AVE. HOPKINS, MI 49328		JACKSON-MERKEY 555 W. WESTERN AVE. MUSKEGON, MI 49441		MILBOCKER & SONS 1256 29TH ST. ALLEGAN, MI 49010		MCCORMICK SAND INC. 5430 RUSSELL RD. TWIN LAKE, MI 49457		KAMMINGA & ROODVOETS 3435 BROADMOOR SE GRAND RAPIDS, MI 49512	
ITEM OF WORK		UNIT	QTY	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
1	BEND 45° 8" D.I. M.J.	EACH	6	\$325.00	\$ 1,950.00	\$ 292.00	\$ 1,752.00	\$ 275.00	\$ 1,650.00	\$ 300.00	\$ 1,800.00	\$ 260.00	\$ 1,560.00	\$ 359.00	\$ 2,154.00	\$ 300.00	\$ 1,800.00
2	CORP. STOP 1" MUELLER #15000 OR EQUAL	EACH	12	\$210.00	\$ 2,520.00	\$ 400.00	\$ 4,800.00	\$ 184.00	\$ 2,208.00	\$ 200.00	\$ 2,400.00	\$ 290.00	\$ 3,480.00	\$ 292.00	\$ 3,504.00	\$ 200.00	\$ 2,400.00
3	CUT AND CAP 6" WATERMAIN	EACH	1	\$400.00	\$ 400.00	\$ 650.00	\$ 650.00	\$ 122.00	\$ 122.00	\$ 250.00	\$ 250.00	\$ 100.00	\$ 100.00	\$ 300.00	\$ 300.00	\$ 500.00	\$ 500.00
4	DR STRUCTURE, COVER, ADJUST	EACH	5	\$425.00	\$ 2,125.00	\$ 400.00	\$ 2,000.00	\$ 472.00	\$ 2,360.00	\$ 365.00	\$ 1,825.00	\$ 412.00	\$ 2,060.00	\$ 450.00	\$ 2,250.00	\$ 400.00	\$ 2,000.00
5	DR STRUCTURE, RECONSTRUCT	FT.	3	\$210.00	\$ 630.00	\$ 500.00	\$ 1,500.00	\$ 362.00	\$ 1,086.00	\$ 145.00	\$ 435.00	\$ 200.00	\$ 600.00	\$ 200.00	\$ 600.00	\$ 150.00	\$ 450.00
6	EROSION CONTROL, INLET PROTECTION, FABRIC DROP	EACH	6	\$140.00	\$ 840.00	\$ 120.00	\$ 720.00	\$ 98.00	\$ 588.00	\$ 100.00	\$ 600.00	\$ 97.00	\$ 582.00	\$ 44.00	\$ 264.00	\$ 150.00	\$ 900.00
7	HMA, 2C	Ton	5	\$75.00	\$ 375.00	\$ 70.00	\$ 350.00	\$ 74.00	\$ 370.00	\$ 75.00	\$ 375.00	\$ 70.00	\$ 350.00	\$ 70.00	\$ 350.00	\$ 70.00	\$ 350.00
8	HMA, 4C	Ton	400	\$66.50	\$ 26,600.00	\$ 74.56	\$ 29,824.00	\$ 79.00	\$ 31,600.00	\$ 83.00	\$ 33,200.00	\$ 74.56	\$ 29,824.00	\$ 74.60	\$ 29,840.00	\$ 74.56	\$ 29,824.00
9	HMA SURFACE, REM	S.Y.	2155	\$3.50	\$ 7,542.50	\$ 5.50	\$ 11,852.50	\$ 1.60	\$ 3,448.00	\$ 0.90	\$ 1,939.50	\$ 1.90	\$ 4,094.50	\$ 1.60	\$ 3,448.00	\$ 3.00	\$ 6,465.00
10	HYDRANT STANDARD	EACH	2	\$1,200.00	\$ 2,400.00	\$ 2,650.00	\$ 5,300.00	\$ 2,365.00	\$ 4,730.00	\$ 1,910.00	\$ 3,820.00	\$ 2,030.00	\$ 4,060.00	\$ 1,956.00	\$ 3,912.00	\$ 1,600.00	\$ 3,200.00
11	MAINTENANCE GRAVEL, LM	C.Y.	100	\$20.00	\$ 2,000.00	\$ 25.00	\$ 2,500.00	\$ 5.00	\$ 500.00	\$ 8.00	\$ 800.00	\$ 15.00	\$ 1,500.00	\$ 10.00	\$ 1,000.00	\$ 6.00	\$ 600.00
12	MH CASTING EAST JORDAN #1045 OR EQUAL	EACH	5	\$410.00	\$ 2,050.00	\$ 710.00	\$ 3,550.00	\$ 565.00	\$ 2,825.00	\$ 305.00	\$ 1,525.00	\$ 700.00	\$ 3,500.00	\$ 331.00	\$ 1,655.00	\$ 300.00	\$ 1,500.00
13	PAVT. MRKG, OVERLAY COLD PLASTIC SYMBOL, ONLY	EACH	1	\$120.00	\$ 120.00	\$ 165.00	\$ 165.00	\$ 175.00	\$ 175.00	\$ 145.00	\$ 145.00	\$ 165.00	\$ 165.00	\$ 165.00	\$ 165.00	\$ 165.00	\$ 165.00
14	PAVT. MRKG, OVERLAY COLD PLASTIC SYMBOL, ARROW	EACH	1	\$100.00	\$ 100.00	\$ 155.00	\$ 155.00	\$ 164.00	\$ 164.00	\$ 135.00	\$ 135.00	\$ 155.00	\$ 155.00	\$ 155.00	\$ 155.00	\$ 155.00	\$ 155.00
15	PAVT. MRKG, WATERBORNE, 4" WHITE	LIN. FT.	100	\$1.30	\$ 130.00	\$ 1.00	\$ 100.00	\$ 1.00	\$ 100.00	\$ 1.10	\$ 110.00	\$ 0.97	\$ 97.00	\$ 1.00	\$ 100.00	\$ 0.97	\$ 97.00
16	PAVT. MRKG, WATERBORNE, 4" YELLOW	LIN. FT.	450	\$1.00	\$ 450.00	\$ 1.00	\$ 450.00	\$ 1.00	\$ 450.00	\$ 1.10	\$ 495.00	\$ 0.97	\$ 436.50	\$ 1.00	\$ 450.00	\$ 0.97	\$ 436.50
17	REDUCER 8" X 6" D.I. M.J.	EACH	1	\$400.00	\$ 400.00	\$ 252.00	\$ 252.00	\$ 234.00	\$ 234.00	\$ 260.00	\$ 260.00	\$ 210.00	\$ 210.00	\$ 320.00	\$ 320.00	\$ 300.00	\$ 300.00
18	SIDEWALK RAMP, DETECTABLE WARNING, RETRO	SQ.FT.	175	\$7.00	\$ 1,225.00	\$ 8.50	\$ 1,487.50	\$ 7.30	\$ 1,277.50	\$ 55.00	\$ 9,625.00	\$ 30.00	\$ 5,250.00	\$ 12.00	\$ 2,100.00	\$ 40.00	\$ 7,000.00
19	SLEEVE, 8" D.I. MJ. LONG	EACH	5	\$500.00	\$ 2,500.00	\$ 750.00	\$ 3,750.00	\$ 280.00	\$ 1,400.00	\$ 310.00	\$ 1,550.00	\$ 1,400.00	\$ 7,000.00	\$ 556.00	\$ 2,780.00	\$ 500.00	\$ 2,500.00
20	TEE 8" X 8" X 8" D.I. M.J.	EACH	2	\$500.00	\$ 1,000.00	\$ 450.00	\$ 900.00	\$ 412.00	\$ 824.00	\$ 400.00	\$ 800.00	\$ 360.00	\$ 720.00	\$ 546.00	\$ 1,092.00	\$ 475.00	\$ 950.00
21	TEE 8" X 8" X 6" D.I. M.J.	EACH	2	\$400.00	\$ 800.00	\$ 420.00	\$ 840.00	\$ 386.00	\$ 772.00	\$ 415.00	\$ 830.00	\$ 350.00	\$ 700.00	\$ 521.00	\$ 1,042.00	\$ 450.00	\$ 900.00
22	TRAFFIC CONTROL	LUMP	1	\$6,000.00	\$ 6,000.00	\$ 5,500.00	\$ 5,500.00	\$ 11,925.00	\$ 11,925.00	\$ 3,775.00	\$ 3,775.00	\$18,500.00	\$ 18,500.00	\$ 7,415.00	\$ 7,415.00	\$ 8,500.00	\$ 8,500.00
23	TRENCH REPAIR MAJOR STREET - TYPE III	LIN. FT.	730	\$30.00	\$ 21,900.00	\$ 72.30	\$ 52,779.00	\$ 35.00	\$ 25,550.00	\$ 40.00	\$ 29,200.00	\$ 37.00	\$ 27,010.00	\$ 32.00	\$ 23,360.00	\$ 36.00	\$ 26,280.00
24	TRENCH REPAIR SPECIAL	LIN. FT.	25	\$36.00	\$ 900.00	\$ 57.50	\$ 1,437.50	\$ 38.00	\$ 950.00	\$ 151.00	\$ 3,775.00	\$ 46.00	\$ 1,150.00	\$ 40.00	\$ 1,000.00	\$ 30.00	\$ 750.00
25	VALVE GATE 6" M.J. W/BOX	EACH	2	\$750.00	\$ 1,500.00	\$ 1,150.00	\$ 2,300.00	\$ 862.00	\$ 1,724.00	\$ 710.00	\$ 1,420.00	\$ 750.00	\$ 1,500.00	\$ 893.00	\$ 1,786.00	\$ 750.00	\$ 1,500.00
26	VALVE GATE 8" M.J. W/BOX	EACH	4	\$900.00	\$ 3,600.00	\$ 1,350.00	\$ 5,400.00	\$ 1,182.00	\$ 4,728.00	\$ 890.00	\$ 3,560.00	\$ 970.00	\$ 3,880.00	\$ 1,169.00	\$ 4,676.00	\$ 900.00	\$ 3,600.00
27	WATER SERVICE 1" TYPE "K" COPPER	LIN. FT.	134	\$20.00	\$ 2,680.00	\$ 10.00	\$ 1,340.00	\$ 10.50	\$ 1,407.00	\$ 28.00	\$ 3,752.00	\$ 28.00	\$ 3,752.00	\$ 11.00	\$ 1,474.00	\$ 40.00	\$ 5,360.00
28	WATERMAIN 6" D.I. CL 52	LIN. FT.	44	\$40.00	\$ 1,760.00	\$ 45.00	\$ 1,980.00	\$ 30.25	\$ 1,331.00	\$ 40.00	\$ 1,760.00	\$ 40.00	\$ 1,760.00	\$ 32.00	\$ 1,408.00	\$ 43.00	\$ 1,892.00
29	WATERMAIN 8" D.I. CL 52	LIN. FT.	690	\$40.00	\$ 27,600.00	\$ 35.90	\$ 24,771.00	\$ 32.00	\$ 22,080.00	\$ 43.00	\$ 29,670.00	\$ 35.00	\$ 24,150.00	\$ 36.00	\$ 24,840.00	\$ 44.00	\$ 30,360.00
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				TOTAL	\$ 122,097.50	CALC ERR	\$ 168,405.50		\$ 126,578.50		\$ 139,831.50		\$ 148,146.00		\$ 123,440.00		\$ 140,734.50

CONTRACTOR ADDRESS CITY/ST/ZIP				ENGINEER'S ESTIMATE		LODESTAR CONSTRUCTION 333 NORTH PARK NW GRAND RAPIDS, MI 49544		NAGEL CONSTRUCTION PO BOX 10 MOLINE, MI 49335-0010		SCHIPPERS EXCAVATING 9829 LAKE MICHIGAN DR WEST OLIVE, MI 49460		BULTEMA BROTHERS 7744 S. DIVISION AVE. GRAND RAPIDS, MI 49548		WYOMING EXCAVATORS 9580 3 MILE RD ADA, MI 49301		RON MEYER & ASSOC. EXC. 1357 76TH AVE. ZEELAND, MI 49464	
ITEM OF WORK				UNIT	QTY	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
1	BEND 45° 8" D.I. M.J.			EACH	6	\$325.00	\$ 1,950.00	\$ 400.00	\$ 2,400.00	\$ 265.00	\$ 1,590.00	\$ 300.00	\$ 1,800.00	\$ 354.35	\$ 2,126.10	\$ 447.00	\$ 2,682.00
2	CORP. STOP 1" MUELLER #15000 OR EQUAL			EACH	12	\$210.00	\$ 2,520.00	\$ 200.00	\$ 2,400.00	\$ 100.00	\$ 1,200.00	\$ 170.00	\$ 2,040.00	\$ 131.14	\$ 1,573.68	\$ 200.50	\$ 2,406.00
3	CUT AND CAP 6" WATERMAIN			EACH	1	\$400.00	\$ 400.00	\$ 350.00	\$ 350.00	\$ 400.00	\$ 400.00	\$ 1,000.00	\$ 1,000.00	\$ 229.56	\$ 229.56	\$ 287.50	\$ 287.50
4	DR STRUCTURE, COVER, ADJUST			EACH	5	\$425.00	\$ 2,125.00	\$ 400.00	\$ 2,000.00	\$ 250.00	\$ 1,250.00	\$ 350.00	\$ 1,750.00	\$ 374.66	\$ 1,873.30	\$ 737.00	\$ 3,685.00
5	DR STRUCTURE, RECONSTRUCT			FT.	3	\$210.00	\$ 630.00	\$ 50.00	\$ 150.00	\$ 150.00	\$ 450.00	\$ 500.00	\$ 1,500.00	\$ 527.29	\$ 1,581.87	\$ 737.00	\$ 2,211.00
6	EROSION CONTROL, INLET PROTECTION, FABRIC DROP			EACH	6	\$140.00	\$ 840.00	\$ 135.00	\$ 810.00	\$ 75.00	\$ 450.00	\$ 100.00	\$ 600.00	\$ 131.53	\$ 789.18	\$ 115.50	\$ 693.00
7	HMA, 2C			Ton	5	\$75.00	\$ 375.00	\$ 80.00	\$ 400.00	\$ 70.00	\$ 350.00	\$ 81.00	\$ 405.00	\$ 110.00	\$ 550.00	\$ 77.00	\$ 385.00
8	HMA, 4C			Ton	400	\$66.50	\$ 26,600.00	\$ 100.00	\$ 40,000.00	\$ 75.00	\$ 30,000.00	\$ 86.00	\$ 34,400.00	\$ 75.00	\$ 30,000.00	\$ 82.50	\$ 33,000.00
9	HMA SURFACE, REM			S.Y.	2155	\$3.50	\$ 7,542.50	\$ 2.00	\$ 4,310.00	\$ 2.00	\$ 4,310.00	\$ 2.00	\$ 4,310.00	\$ 2.73	\$ 5,883.15	\$ 3.00	\$ 6,465.00
10	HYDRANT STANDARD			EACH	2	\$1,200.00	\$ 2,400.00	\$ 2,500.00	\$ 5,000.00	\$ 2,250.00	\$ 4,500.00	\$ 1,850.00	\$ 3,700.00	\$ 2,372.00	\$ 4,744.00	\$ 2,062.50	\$ 4,125.00
11	MAINTENANCE GRAVEL, LM			C.Y.	100	\$20.00	\$ 2,000.00	\$ 25.00	\$ 2,500.00	\$ 5.00	\$ 500.00	\$ 20.00	\$ 2,000.00	\$ 6.71	\$ 671.00	\$ 22.00	\$ 2,200.00
12	MH CASTING EAST JORDAN #1045 OR EQUAL			EACH	5	\$410.00	\$ 2,050.00	\$ 625.00	\$ 3,125.00	\$ 425.00	\$ 2,125.00	\$ 500.00	\$ 2,500.00	\$ 392.79	\$ 1,963.95	\$ 313.50	\$ 1,567.50
13	PAVT. MRKG, OVERLAY COLD PLASTIC SYMBOL, ONLY			EACH	1	\$120.00	\$ 120.00	\$ 170.00	\$ 170.00	\$ 165.00	\$ 165.00	\$ 150.00	\$ 150.00	\$ 90.00	\$ 90.00	\$ 181.50	\$ 181.50
14	PAVT. MRKG, OVERLAY COLD PLASTIC SYMBOL, ARROW			EACH	1	\$100.00	\$ 100.00	\$ 160.00	\$ 160.00	\$ 155.00	\$ 155.00	\$ 140.00	\$ 140.00	\$ 85.00	\$ 85.00	\$ 170.50	\$ 170.50
15	PAVT. MRKG, WATERBORNE, 4" WHITE			LIN. FT.	100	\$1.30	\$ 130.00	\$ 1.00	\$ 100.00	\$ 0.97	\$ 97.00	\$ 2.00	\$ 200.00	\$ 0.21	\$ 21.00	\$ 1.50	\$ 150.00
16	PAVT. MRKG, WATERBORNE, 4" YELLOW			LIN. FT.	450	\$1.00	\$ 450.00	\$ 1.00	\$ 450.00	\$ 1.00	\$ 450.00	\$ 2.00	\$ 900.00	\$ 0.95	\$ 427.50	\$ 1.50	\$ 675.00
17	REDUCER 8" X 6" D.I. M.J.			EACH	1	\$400.00	\$ 400.00	\$ 200.00	\$ 200.00	\$ 330.00	\$ 330.00	\$ 260.00	\$ 260.00	\$ 59.67	\$ 59.67	\$ 381.00	\$ 381.00
18	SIDEWALK RAMP, DETECTABLE WARNING, RETRO			SQ.FT.	175	\$7.00	\$ 1,225.00	\$ 10.00	\$ 1,750.00	\$ 7.00	\$ 1,225.00	\$ 35.00	\$ 6,125.00	\$ 6.92	\$ 1,211.00	\$ 11.00	\$ 1,925.00
19	SLEEVE, 8" D.I. MJ. LONG			EACH	5	\$500.00	\$ 2,500.00	\$ 1,550.00	\$ 7,750.00	\$ 610.00	\$ 3,050.00	\$ 400.00	\$ 2,000.00	\$ 660.39	\$ 3,301.95	\$ 1,317.00	\$ 6,585.00
20	TEE 8" X 8" X 8" D.I. M.J.			EACH	2	\$500.00	\$ 1,000.00	\$ 425.00	\$ 850.00	\$ 355.00	\$ 710.00	\$ 450.00	\$ 900.00	\$ 509.59	\$ 1,019.18	\$ 586.50	\$ 1,173.00
21	TEE 8" X 8" X 6" D.I. M.J.			EACH	2	\$400.00	\$ 800.00	\$ 425.00	\$ 850.00	\$ 300.00	\$ 600.00	\$ 425.00	\$ 850.00	\$ 473.84	\$ 947.68	\$ 552.50	\$ 1,105.00
22	TRAFFIC CONTROL			LUMP	1	\$6,000.00	\$ 6,000.00	\$ 5,350.00	\$ 5,350.00	\$ 3,600.00	\$ 3,600.00	\$ 7,000.00	\$ 7,000.00	\$ 3,596.00	\$ 3,596.00	\$ 3,960.00	\$ 8,596.00
23	TRENCH REPAIR MAJOR STREET - TYPE III			LIN. FT.	730	\$30.00	\$ 21,900.00	\$ 40.00	\$ 29,200.00	\$ 39.00	\$ 28,470.00	\$ 38.00	\$ 27,740.00	\$ 43.00	\$ 31,390.00	\$ 60.00	\$ 43,800.00
24	TRENCH REPAIR SPECIAL			LIN. FT.	25	\$36.00	\$ 900.00	\$ 125.00	\$ 3,125.00	\$ 20.00	\$ 500.00	\$ 36.00	\$ 900.00	\$ 54.09	\$ 1,352.25	\$ 62.00	\$ 1,550.00
25	VALVE GATE 6" M.J. W/BOX			EACH	2	\$750.00	\$ 1,500.00	\$ 850.00	\$ 1,700.00	\$ 710.00	\$ 1,420.00	\$ 750.00	\$ 1,500.00	\$ 902.78	\$ 1,805.56	\$ 868.00	\$ 1,736.00
26	VALVE GATE 8" M.J. W/BOX			EACH	4	\$900.00	\$ 3,600.00	\$ 1,000.00	\$ 4,000.00	\$ 890.00	\$ 3,560.00	\$ 1,000.00	\$ 4,000.00	\$ 1,154.66	\$ 4,618.64	\$ 1,174.00	\$ 4,696.00
27	WATER SERVICE 1" TYPE "K" COPPER			LIN. FT.	134	\$20.00	\$ 2,680.00	\$ 45.00	\$ 6,030.00	\$ 21.00	\$ 2,814.00	\$ 14.00	\$ 1,876.00	\$ 14.47	\$ 1,938.98	\$ 65.50	\$ 8,777.00
28	WATERMAIN 6" D.I. CL 52			LIN. FT.	44	\$40.00	\$ 1,760.00	\$ 50.00	\$ 2,200.00	\$ 42.00	\$ 1,848.00	\$ 37.00	\$ 1,628.00	\$ 31.15	\$ 1,370.60	\$ 63.00	\$ 2,772.00
29	WATERMAIN 8" D.I. CL 52			LIN. FT.	690	\$40.00	\$ 27,600.00	\$ 50.00	\$ 34,500.00	\$ 49.00	\$ 33,810.00	\$ 39.00	\$ 26,910.00	\$ 40.00	\$ 27,600.00	\$ 62.50	\$ 43,125.00
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H-1651 WOOD STREET, ISABELLA AVE. TO APPLE AVE.
BID TABULATION - 03/03/09

		CONTRACTOR ADDRESS CITY/ST/ZIP		ENGINEER'S ESTIMATE		C & D HUGHES 3097 LANSING RD. CHARLOTTE, MI 48113		LEES TRENCHING SERVICE 1201 76TH ST. BYRON CENTER, MI 49315		FELCO CONTRACTORS 874 PULASKI AVE. MUSKEGON, MI 49441		ALLACK CONTRACTING, INC. 4223 W. POLK RD. HART, MI 49420		DAN HOE EXCAVATING 13664 ROCKY'S RD. HOLLAND, MI 49424			
ITEM OF WORK		UNIT	QTY	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE		
1	BEND 45° 8" D.I. M.J.	EACH	6	\$325.00	\$ 1,950.00	\$ 250.00	\$ 1,500.00	\$ 330.00	\$ 1,980.00	\$ 225.00	\$ 1,350.00	\$ 375.00	\$ 2,250.00	\$ 475.00	\$ 2,850.00		
2	CORP. STOP 1" MUELLER #15000 OR EQUAL	EACH	12	\$210.00	\$ 2,520.00	\$ 600.00	\$ 7,200.00	\$ 185.00	\$ 2,220.00	\$ 130.00	\$ 1,560.00	\$ 83.00	\$ 996.00	\$ 250.00	\$ 3,000.00		
3	CUT AND CAP 6" WATERMAIN	EACH	1	\$400.00	\$ 400.00	\$ 500.00	\$ 500.00	\$ 250.00	\$ 250.00	\$ 375.00	\$ 375.00	\$ 200.00	\$ 200.00	\$ 950.00	\$ 950.00		
4	DR STRUCTURE, COVER, ADJUST	EACH	5	\$425.00	\$ 2,125.00	\$ 950.00	\$ 4,750.00	\$ 400.00	\$ 2,000.00	\$ 325.00	\$ 1,625.00	\$ 250.00	\$ 1,250.00	\$ 300.00	\$ 1,500.00		
5	DR STRUCTURE, RECONSTRUCT	FT.	3	\$210.00	\$ 630.00	\$ 425.00	\$ 1,275.00	\$ 225.00	\$ 675.00	\$ 120.00	\$ 360.00	\$ 150.00	\$ 450.00	\$ 200.00	\$ 600.00		
6	EROSION CONTROL, INLET PROTECTION, FABRIC DROP	EACH	6	\$140.00	\$ 840.00	\$ 100.00	\$ 600.00	\$ 120.00	\$ 720.00	\$ 310.00	\$ 1,860.00	\$ 75.00	\$ 450.00	\$ 200.00	\$ 1,200.00		
7	HMA, 2C	Ton	5	\$75.00	\$ 375.00	\$ 70.00	\$ 350.00	\$ 80.00	\$ 400.00	\$ 75.00	\$ 375.00	\$ 70.00	\$ 350.00	\$ 80.00	\$ 400.00		
8	HMA, 4C	Ton	400	\$66.50	\$ 26,600.00	\$ 74.56	\$ 29,824.00	\$ 78.50	\$ 31,400.00	\$ 76.00	\$ 30,400.00	\$ 74.56	\$ 29,824.00	\$ 75.00	\$ 30,000.00		
9	HMA SURFACE, REM	S.Y.	2155	\$3.50	\$ 7,542.50	\$ 7.00	\$ 15,085.00	\$ 2.20	\$ 4,741.00	\$ 2.00	\$ 4,310.00	\$ 2.50	\$ 5,387.50	\$ 2.00	\$ 4,310.00		
10	HYDRANT STANDARD	EACH	2	\$1,200.00	\$ 2,400.00	\$ 2,300.00	\$ 4,600.00	\$ 2,005.00	\$ 4,010.00	\$ 2,300.00	\$ 4,600.00	\$ 3,000.00	\$ 6,000.00	\$ 3,000.00	\$ 6,000.00		
11	MAINTENANCE GRAVEL, LM	C.Y.	100	\$20.00	\$ 2,000.00	\$ 12.00	\$ 1,200.00	\$ 25.00	\$ 2,500.00	\$ 22.00	\$ 2,200.00	\$ 15.00	\$ 1,500.00	\$ 20.00	\$ 2,000.00		
12	MH CASTING EAST JORDAN #1045 OR EQUAL	EACH	5	\$410.00	\$ 2,050.00	\$ 850.00	\$ 4,250.00	\$ 420.00	\$ 2,100.00	\$ 500.00	\$ 2,500.00	\$ 400.00	\$ 2,000.00	\$ 575.00	\$ 2,875.00		
13	PAVT. MRKG, OVERLAY COLD PLASTIC SYMBOL, ONLY	EACH	1	\$120.00	\$ 120.00	\$ 165.00	\$ 165.00	\$ 175.00	\$ 175.00	\$ 375.00	\$ 375.00	\$ 165.00	\$ 165.00	\$ 175.00	\$ 175.00		
14	PAVT. MRKG, OVERLAY COLD PLASTIC SYMBOL, ARROW	EACH	1	\$100.00	\$ 100.00	\$ 155.00	\$ 155.00	\$ 165.00	\$ 165.00	\$ 375.00	\$ 375.00	\$ 165.00	\$ 165.00	\$ 175.00	\$ 175.00		
15	PAVT. MRKG, WATERBORNE, 4" WHITE	LIN. FT.	100	\$1.30	\$ 130.00	\$ 0.97	\$ 97.00	\$ 1.05	\$ 105.00	\$ 2.00	\$ 200.00	\$ 0.97	\$ 97.00	\$ 1.00	\$ 100.00		
16	PAVT. MRKG, WATERBORNE, 4" YELLOW	LIN. FT.	450	\$1.00	\$ 450.00	\$ 0.97	\$ 436.50	\$ 1.05	\$ 472.50	\$ 2.00	\$ 900.00	\$ 0.97	\$ 436.50	\$ 1.00	\$ 450.00		
17	REDUCER 8" X 6" D.I. M.J.	EACH	1	\$400.00	\$ 400.00	\$ 250.00	\$ 250.00	\$ 285.00	\$ 285.00	\$ 175.00	\$ 175.00	\$ 350.00	\$ 350.00	\$ 460.00	\$ 460.00		
18	SIDEWALK RAMP, DETECTABLE WARNING, RETRO	SQ.FT.	175	\$7.00	\$ 1,225.00	\$ 9.50	\$ 1,662.50	\$ 19.00	\$ 3,325.00	\$ 25.00	\$ 4,375.00	\$ 7.00	\$ 1,225.00	\$ 35.00	\$ 6,125.00		
19	SLEEVE, 8" D.I. M.J. LONG	EACH	5	\$500.00	\$ 2,500.00	\$ 250.00	\$ 1,250.00	\$ 1,155.00	\$ 5,775.00	\$ 175.00	\$ 875.00	\$ 490.00	\$ 2,450.00	\$ 425.00	\$ 2,125.00		
20	TEE 8" X 8" X 8" D.I. M.J.	EACH	2	\$500.00	\$ 1,000.00	\$ 600.00	\$ 1,200.00	\$ 485.00	\$ 970.00	\$ 475.00	\$ 950.00	\$ 470.00	\$ 940.00	\$ 525.00	\$ 1,050.00		
21	TEE 8" X 8" X 6" D.I. M.J.	EACH	2	\$400.00	\$ 800.00	\$ 350.00	\$ 700.00	\$ 435.00	\$ 870.00	\$ 450.00	\$ 900.00	\$ 460.00	\$ 920.00	\$ 500.00	\$ 1,000.00		
22	TRAFFIC CONTROL	LUMP	1	\$6,000.00	\$ 6,000.00	\$ 10,000.00	\$ 10,000.00	\$ 4,755.00	\$ 4,755.00	\$ 4,000.00	\$ 4,000.00	\$ 4,000.00	\$ 4,000.00	\$ 5,000.00	\$ 5,000.00		
23	TRENCH REPAIR MAJOR STREET - TYPE III	LIN. FT.	730	\$30.00	\$ 21,900.00	\$ 115.00	\$ 83,950.00	\$ 48.00	\$ 35,040.00	\$ 38.00	\$ 27,740.00	\$ 37.80	\$ 27,594.00	\$ 50.00	\$ 36,500.00		
24	TRENCH REPAIR SPECIAL	LIN. FT.	25	\$36.00	\$ 900.00	\$ 125.00	\$ 3,125.00	\$ 30.00	\$ 750.00	\$ 70.00	\$ 1,750.00	\$ 15.00	\$ 375.00	\$ 75.00	\$ 1,875.00		
25	VALVE GATE 6" M.J. W/BOX	EACH	2	\$750.00	\$ 1,500.00	\$ 950.00	\$ 1,900.00	\$ 730.00	\$ 1,460.00	\$ 725.00	\$ 1,450.00	\$ 640.00	\$ 1,280.00	\$ 925.00	\$ 1,850.00		
26	VALVE GATE 8" M.J. W/BOX	EACH	4	\$900.00	\$ 3,600.00	\$ 1,200.00	\$ 4,800.00	\$ 1,000.00	\$ 4,000.00	\$ 950.00	\$ 3,800.00	\$ 800.00	\$ 3,200.00	\$ 1,050.00	\$ 4,200.00		
27	WATER SERVICE 1" TYPE "K" COPPER	LIN. FT.	134	\$20.00	\$ 2,680.00	\$ 50.00	\$ 6,700.00	\$ 15.00	\$ 2,010.00	\$ 9.00	\$ 1,206.00	\$ 25.00	\$ 3,350.00	\$ 22.00	\$ 2,948.00		
28	WATERMAIN 6" D.I. CL 52	LIN. FT.	44	\$40.00	\$ 1,760.00	\$ 61.00	\$ 2,684.00	\$ 32.00	\$ 1,408.00	\$ 27.00	\$ 1,188.00	\$ 30.00	\$ 1,320.00	\$ 45.00	\$ 1,980.00		
29	WATERMAIN 8" D.I. CL 52	LIN. FT.	690	\$40.00	\$ 27,600.00	\$ 71.00	\$ 48,990.00	\$ 38.00	\$ 26,220.00	\$ 22.00	\$ 15,180.00	\$ 32.90	\$ 22,701.00	\$ 50.00	\$ 34,500.00		
	TOTAL				\$ 122,097.50		\$ 239,199.00		\$ 140,781.50		\$ 116,954.00		\$ 121,226.00		\$ 156,198.00		

Date: March 10, 2009
To: Honorable Mayor and City Commissioners
From: Ann Marie Becker, City Clerk
RE: Recommendation for Annual Renewal of Liquor
Licenses

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

FINANCIAL IMPACT: None.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: Adoption of the resolution.

**RESOLUTION RECOMMENDING STATE WITHHOLD
RENEWAL OF LIQUOR LICENSES FOR CODE
VIOLATIONS**

Resolution No. 2009-

THE CITY COMMISSION OF THE CITY OF MUSKEGON DO RESOLVE, that whereas, the attached business establishments in the City of Muskegon have liquor licenses and are found to be in violation of Article V, Section 50-146 and 50-147 of the Code of Ordinances of the City of Muskegon:

AND WHEREAS, a hearing was held on March 10, 2009, before the City Commission to allow such licensees an opportunity to refute the determination of the City Commission that such establishments are in non-compliance with the City Code of Ordinances and renewal of their liquor licenses should not be recommended by the City Commission; and

WHEREAS, an affidavit of mailing of Notices of Hearing and Notification of Non-Compliance to City Standards to the licensees has been filed;

NOW, THEREFORE, BE IT RESOLVED, that the City Commission of the City of Muskegon hereby recommends that these liquor licenses not be approved for renewal, and a copy of this Resolution be sent to the State Liquor Control Commission. If any of these establishments come into compliance before March 23, 2009, they will be removed from this Resolution.

Approved and adopted this 10th day of March, 2009.

AYES:

NAYS:

ABSENT:

By: _____

Ann Marie Becker, MMC
City Clerk

Liquor License Holder Name	Address	Application	Occupancy Certificate	Property Taxes	Police	Registered	Income Tax
Captain Jack's Bar & Grill	1601 Beach	X	X	X	X	X	
Charity Lodge (Elks)	149 Ottawa	X		X	X	X	X
City Café	413-415 W Western		X		X	X	
Clay Ave. Cellars	611 W. Cllay	X		X	X	X	X
Cuti's Sports Bar & Grill	677 W. Laketon	X	X		X	X	
Express Mart	1992 S Getty	X	X		X	X	
H & J Dollar Party	939 E. Laketon		X		X	X	
Lake Express	1918 Lakeshore		X	X	X	X	X
Lakeshore Tavern	1963 Lakeshore	X	X		X	X	
Musk. Aerie #668 (Eagles)	625 W Western		X	X	X	X	X
Muskegon Family Foods	1157 Third	X		X	X	X	X
Muskegon Rec. Club	1763 Lakeshore	X	X		X	X	X
Old Clover Bar	817 Forest	X	X		X	X	
Racquets	446 W Western		X	X	X	X	X
Sardine Room	2536 Henry		X	X	X	X	X
Someplace Else III	1508 W Sherman		X	X	X	X	X
Tipsy Toad	609 W Western	X	X		X	X	X
Wesco Inc	1075 W Laketon	X		X	X	X	X
Westside Inn	1635 Beidler		X	X	X	X	X

Commission Meeting Date: March 12, 2009

Date: March 3, 2009
To: Honorable Mayor & City Commission
From: Community and Neighborhood Services
Department
RE: Approval of the 2009-2010 Action Plan

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

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

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

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

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

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

CITY OF MUSKEGON

FOURTH PROGRAM YEAR ACTION PLAN

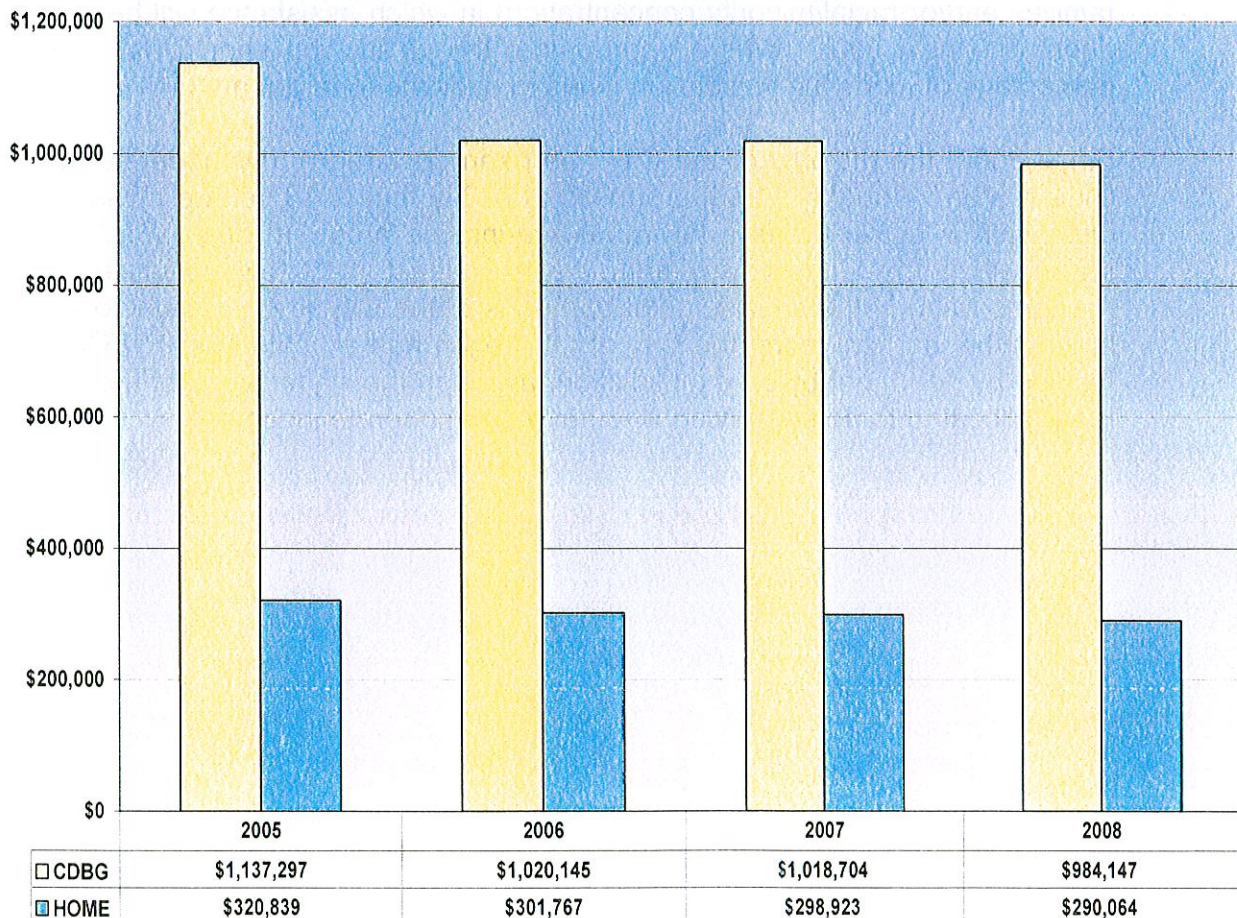
GENERAL

EXECUTIVE SUMMARY

The Executive Summary is required. Include the objectives and outcomes identified in the plan and an evaluation of past performance.

The 2009 – 2010 fiscal year will be the fourth year of the City of Muskegon's activity under the approved 2005 – 2010 Consolidated Plan. The City is attempting to continue what we consider our program of multi-faceted community revitalization efforts. This targets five specific areas: new construction, housing rehabilitation, infrastructure replacement, blight flight and elimination, and public service support.

Muskegon Entitlement Funding (05-08)



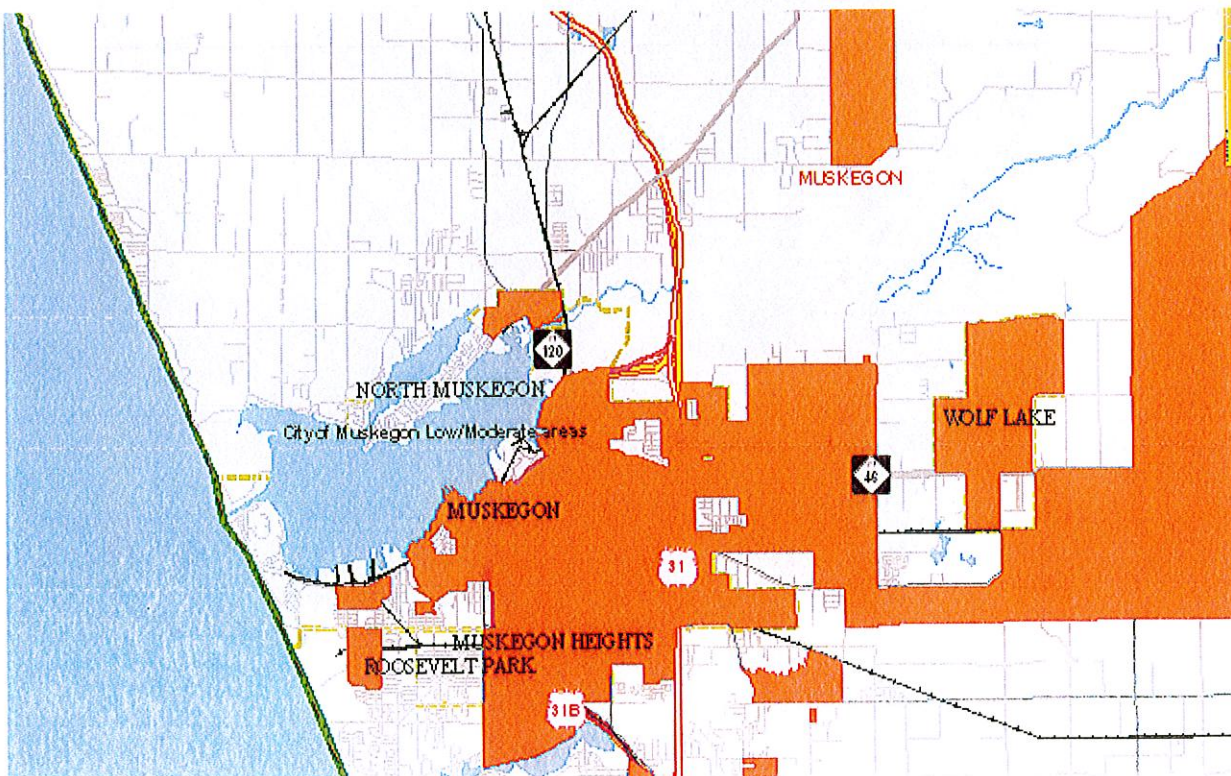
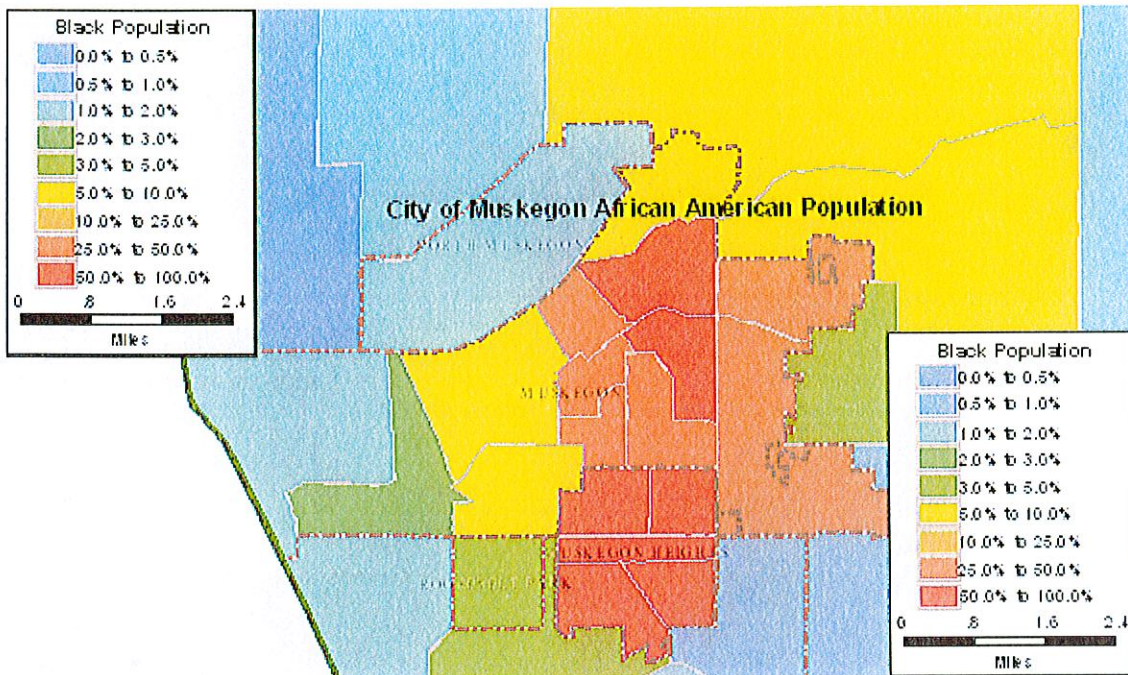
The City has experienced a significant amount of success and satisfaction in its Community Development Block Grant and HOME program. In addition, during this current fiscal year, the City was awarded a Lead Reduction grant that will assist the community in eliminating Lead from the community.

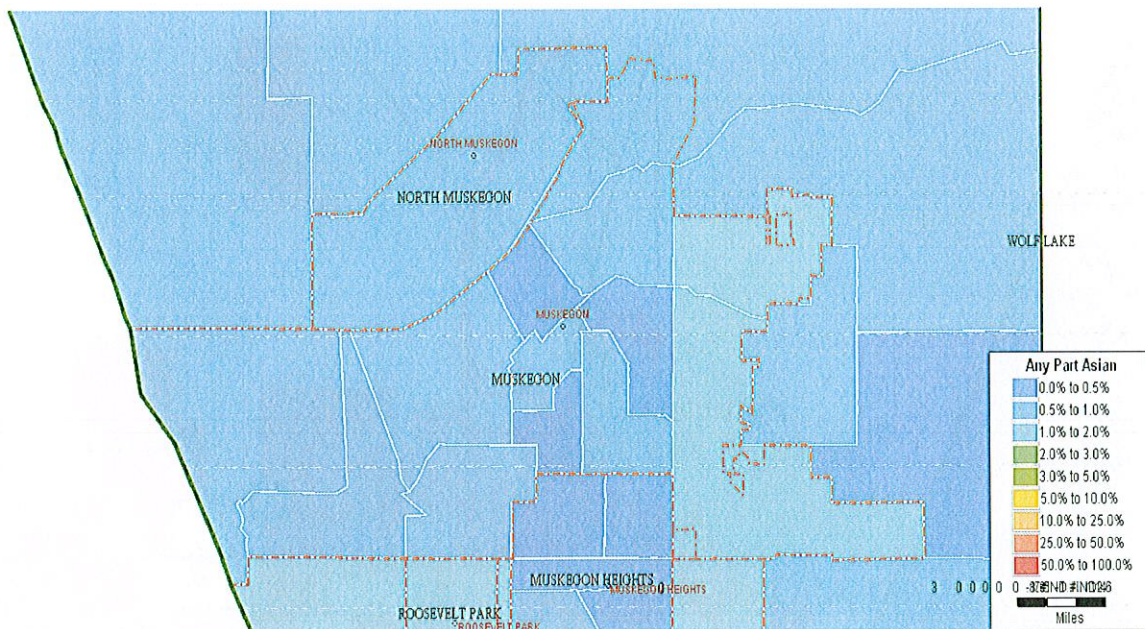
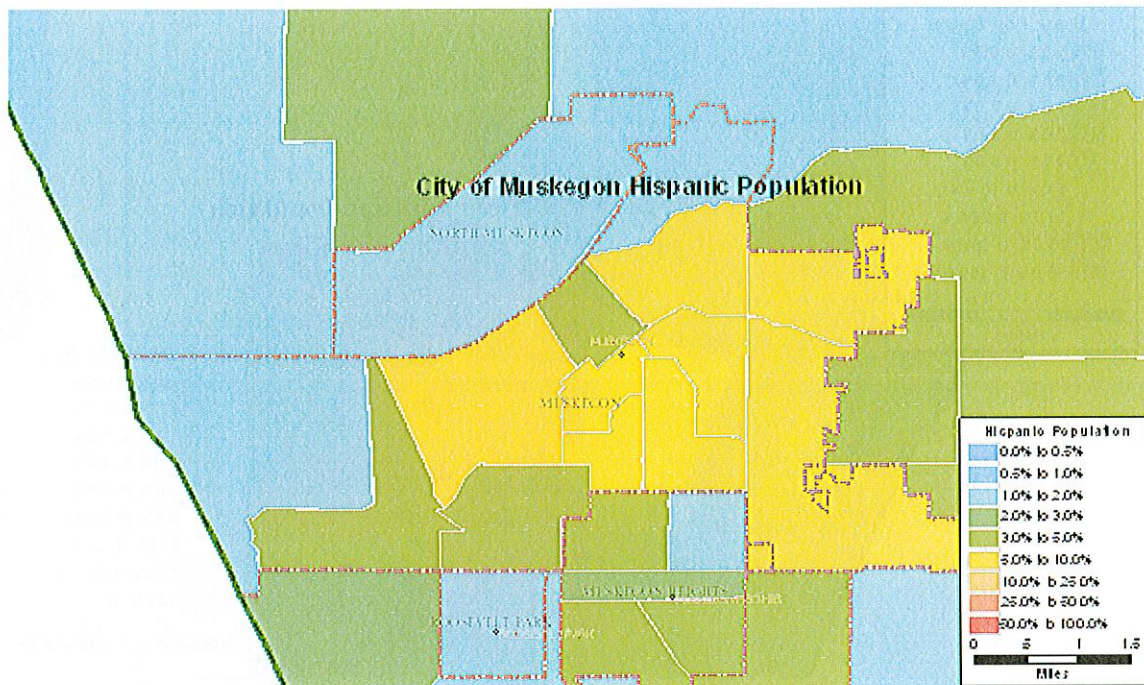
The City has experienced many successes during the last few years, as it relates to its CDBG and HOME activities. However, the City, like most other older core communities, is wrestling with a continuous decrease in funding. In addition to the decreasing entitlement funding, the City is also battling with the same issues that are attempting to stagnate many other communities; not just in Michigan, but throughout the entire country. Some of those issues are an increasing, unemployed population, a 'mushrooming' number of foreclosed properties, not just in the low/moderate income areas, but throughout the City and county. Other pertinent issues are an abandonment of housing, severe infrastructure improvement needs and an overall feeling of uncertainty by a significant portion of the community as it relates to the overall economy.

GENERAL QUESTIONS

1. Describe the geographic areas of the jurisdiction (including areas of low-income families and/or racial/minority concentration) in which assistance will be directed during the next year. Where appropriate, the jurisdiction should estimate the percentage of funds the jurisdiction plans to dedicate to target areas.

Since 2000, the majority of the City has been declared a low/moderate-income eligible area. Roughly 11 square miles of a City that is 18 square miles in total dimension is classified as a low/moderate-income area. In other words, these areas within the City of Muskegon have at least 51% low/moderate-income residents living in the specific neighborhoods of the City (see maps below). For at least the last ten years, the City of Muskegon has allocated its CDBG/HOME funding by need, not by area jurisdiction; although the significance of the funding is still allocated to persons living who have low/moderate incomes.





2. Describe the basis for allocating investments geographically within the jurisdiction (or within the EMSA for HOPWA) (91.215(a)(1)) during the next year and the rationale for assigning the priorities.

a. The distribution of funding in the City of Muskegon is not targeted to a particular area or neighborhood. The funding is allocated on an availability basis and need. In other words, any household that meets the income guidelines of their total household income being low/moderate, and meets other local rules like having taxes paid up-to-date, is eligible for services and in most instances being an owner-occupied household.

b. The anticipated CDBG funding for the 2009 – 2010 year is the following:

**CDBG PROJECTS/ACTIVITIES – 2009
2009 – 2010 ACTIVITIES – By RANKING
(Based on administration recommendations)**

REHABILITATION – HOUSING	\$ 417,500	40.6%
Emergency Repair		
Vinyl Siding		
Service Delivery		
BOND REPAYMENT	\$ 150,619	14.6%
Fire Station		
PUBLIC FACILITIES – ASSESSMENTS	\$ 57,000	5.5%
Street		
Commercial Facade Improvement		
GENERAL ADMINISTRATION	\$ 172,250	16.7%
General Administration		
Affirmative Action		
Summer Interns		
PUBLIC SERVICES	\$ 143,600	14.0%
Recreation Programs		
Senior Transit		
CBO Grants Program		
CODE ENFORCEMENT – HOUSING	\$ 88,500	8.6%
Code Inspections		
Residential Clearance		
TOTAL	\$1,029,469	100%

3. Describe actions that will take place during the next year to address obstacles to meeting underserved needs.

The City will continue to allocate funding to the underserved population of the City through several different mechanisms. The first mechanism is the programs that are offered inside the Community and Neighborhood Services office, which include the Emergency Repair and Vinyl Siding programs. Both of these activities address low/moderate-income housing. The second mechanism, or component, is the funding allocated to other City of Muskegon departments that target the underserved population of the community. The departments are Leisure Services, which offers recreational activities to low/moderate-income youngsters and their families; the Department of Public Works, which offers a Senior Transit Program for low-income seniors; Inspection Department, which assists neighborhoods with the demolition and securing of blighted and accessible structures; and the Engineering Department, which will use CDBG funds to help with the cost of constructing new streets in areas that currently have deteriorated and are causing blight and have a population that is at least 51% low/moderate-income.

The City of Muskegon allocates funding to community-based organizations, when funding is available, to address many of the obstacles that the underserved in the community are in conflict with; many in the same areas that were listed in the City's 2005 – 2010 Consolidated Plan. Those areas are health issues, senior services, legal assistance, employment assistance and youth services.

4. Identify the federal, state and local resources expected to be made available to address the needs identified in the plan. Federal resources should include Section 8 funds made available to the jurisdiction, Low-Income Housing Tax Credits, and competitive McKinney-Vento Homeless Assistance Act funds expected to be available to address priority needs and specific objectives identified in the strategic Plan.

CDBG 2009 – 2010 funding is \$984,207 plus Expected Program Income of \$50,000, for a total of \$1,034,307. The HOME 2009 – 2010 funding is \$290,049 plus Expected Program Income of \$80,000, for a total of \$370,049. Other expected federal funding is WEMET for \$15,594; Bullet-Proof Vest for \$6,140; Lead-Based Paint Elimination for \$666,690*; Emergency Shelter Funding for \$60,000. There may be a chance the WEMET funds may go back up with the Stimulus Package; however, at this point nothing has been confirmed.

* This is a three-year grant.

The City's Community and Neighborhood Services office is the Lead Office for administering the 2005 – 2010 Consolidated Plan. During the development of the Consolidated Plan, surveys were distributed to community agencies and

meetings were held to obtain information, as well as two small town hall meetings with residents.

The City of Muskegon will continue to use the same process to coordinate activities with other agencies and organizations as well as get input from the public.

MANAGING THE PROCESS

1. Identify the lead agency, entity, and agencies responsible for administering programs covered by the consolidated plan.

The City of Muskegon's Community and Neighborhood Services is the administering entity of the City of Muskegon's CDBG/HOME program and, as of November 1, 2007, the City's Healthy Homes Lead Abatement Grant.

2. Identify the significant aspects of the process by which the plan was developed, and the agencies, groups, organizations, and others who participated in the process.

The development of the initial plan consisted of town hall meetings, surveys, neighborhood meetings and demographic research.

3. Describe actions that will take place during the next year to enhance coordination between public and private housing, health, and social service agencies.

The City of Muskegon Community and Neighborhood Services office has representatives on several different coalitions within the county. Those coalitions include:

- a. Continuum of Care
- b. Call 2-1-1
- c. Housing Affordability Committee
- d. Main Street Program Economic Restructure Committee
- e. West Michigan Sustainability Committee
- f. 21 Century
- g. Operation R & R

It is the goal of the City to gather information and to coordinate services in juxtaposition with community needs.

CITIZEN PARTICIPATION

1. Provide a summary of the citizen participation process.

The City of Muskegon's citizen participation process begins in November of each year, when the CNS department begins soliciting proposals for activities for the next fiscal year. During the first week of January, the proposals are qualified and during late January and February, the proposals are reviewed by the Citizen's District Council. This is a volunteer board made up of local citizens who represent different sections of the City. In late February or early March, there is a public hearing to gather comments from the public concerning the proposed activities for the upcoming fiscal year. In early to late March the CNS office advertises the availability of the next fiscal year Action Plan in an effort to obtain comments and feedback from the public concerning the proposed activities for this coming fiscal year. In August, the CNS office holds a public hearing to discuss the activities and accomplishments of the past fiscal year, which ended May 31.

2. Provide a summary of citizen comments or views on the plan.

Tim Burgess, executive director of Neighborhood Investment Corporation, said as the pot shrinks, their capacity for funding with matching grants from MSHDA also shrinks. They are trying to find alternative sources, but they are having difficulty finding it.

During the Public Hearing, Dan Bonner, managing attorney from Legal Aid of Western Michigan, stated in the first seven months of the current fiscal year (6/1/08 – 12/31/08), they handled 374 hours of legal services for housing and foreclosure issues. At \$150/hour, that value equals \$64,200 in attorney services. They have handled 10 foreclosure cases and 179 landlord/tenant, blight and wrongful eviction cases. He estimated that would be over \$100,000 by May 31 for free legal assistance. He asked to maintain the same level of funding as last year. They are the only agency giving free legal services to low income people. Legal Aid was especially hit hard as the interest earned on the client trust account is just about gone with the market going down.

Ron Robotham, a board member from Community enCompass, said they had a fantastic partnership with fantastic non-profits. He thanked the City Commission for helping them in the past. As the pots are shrinking, they are glad to be on the list and to be a partner. They would appreciate continued funding at the current level.

Dick Butler, executive director of Muskegon County Habitat for Humanity, introduced himself as it was his first time before the City Commission since he took over Habitat. Their HOME request is for \$55,000 and the recommendation is for \$50,000. He hopes the commission abides by those recommendations. They are asking for the same amount as last year. They work well with NIC and Community enCompass.

Dwana Thompson, manager of Affirmative Action for the City of Muskegon, spoke of the Julia Hackley Fund for internships as their funding is less and less for interns. They had started with eight interns; they are now down to funding only one intern. The students are from impoverished families and this program is important to the students.

The Mayor thanked everyone for their work, including the non-profits and the City departments. The Public Hearing was then closed.

3. Provide a summary of efforts made to broaden public participation in the development of the consolidated plan, including outreach to minorities and non-English speaking persons, as well as persons with disabilities.

The City of Muskegon attempts to outreach to the minority community through several media outlets which include the local radio and newspapers and through different on-site workshops, open houses, housing and community fairs, etc.

4. Provide a written explanation of comments not accepted and the reasons why these comments were not accepted.

There were no comments that were not accepted.

INSTITUTIONAL STRUCTURE

1. Describe actions that will take place during the next year to develop institutional structure.

The CNS office is continuing to develop its institutional structure by reviewing its policies and procedures and revising them when needed and updating them in order to assure quality service to the public and consistency in delivery of services.

MONITORING

1. Describe actions that will take place during the next year to monitor its housing and community development projects and ensure long-term compliance with program requirements and comprehensive planning requirements.

All subrecipients are required to submit quarterly reports throughout the fiscal year. If a serious occurrence is discovered, by reviewing the quarterly report, then a telephone call is made immediately to the subrecipient to discuss the issue. If the issue cannot be corrected through a telephone call, a special monitoring visit will be scheduled with the subrecipient to 'clear' the issue as

promptly as possible. If no issues arise during the fiscal year, a monitoring visit is scheduled in April of each year for all subrecipients.

LEAD-BASED PAINT

1. Describe the actions that will take place during the next year to evaluate and reduce the number of housing units containing lead-based paint hazards in order to increase the inventory of lead-safe housing available to extremely low-income, low-income and moderate-income families, and how the plan for the reduction of lead-based hazards is related to the extent of lead poisoning and hazards.

In October 2007, it was announced that the City of Muskegon was the recipient of a Safe Healthy Homes grant from the U.S. Department of Housing and Urban Development. Through the City's Lead S.A.F.E. (Support Abatement Family Education) program, as of the end of February 2009, the City has completed a total of 34 abated units and have completed through several contractors a total of 102 risk assessments and we have also trained a total of 19 low-income residents in the area of Lead and 9 of them have become employed in the City's Lead S.A.F.E. program.

HOUSING

SPECIFIC HOUSING OBJECTIVES

1. Describe the priorities and specific objectives the jurisdiction hopes to achieve during the next year.

Objectives and Goals

Objectives 1: New construction – To either develop, alone or in partnership with Community Housing Development Organizations, members of the financial community or private developers, new single family affordable housing.

Goal: Ten new single-family houses completed by May 31, 2010. Current status: 11 new single homes built as of April 1, 2008.

Objective 2: Total Rehabilitation of previously vacant, blighted single-family housing – To either totally rehabilitate alone, or in partnership with Community Housing Development Organizations, other social agencies and/or a member or members of the financial community.

Goal: Ten totally rehabilitated single-family homes by May 31, 2010. Current status: ten total rehabs completed as of April 1, 2008.

Objective 3: Emergency or Vinyl Siding Assistance – To assist eligible City of Muskegon residents with emergency housing repairs and/or vinyl siding installation.

Goal: 250 houses assisted with either emergency repair and/or vinyl siding (150 emergency repairs, 100 vinyl sidings by May 31, 2010). Current status: 221 Emergency Repairs, 78 Vinyl sidings completed – total 299.

Objective 4: Rehabilitation of Rental Units – To assist rental units within the City by rehabilitating rental housing in compliance with housing quality standards.

Goals: 16 rehabilitated rental units by May 31, 2010. Current status: 14 rental units have been completed as of April 1, 2008.

Objectives 5: To use the City's available resources to eliminate blight in the community. The City would allocate several different departments resources to eliminate blight in the community.

Goals: To demolish 20 dangerous structures, remove rubbish and blight from 250 sites throughout the city and remove 50 blight-creating inoperable automobiles from throughout the city. Current status: a total of 48 structures have been demolished. Since 2005, there have been a total of 277 inoperable cars removed.

Objective 6: To assist and promote public service community in attacking the social ills of the community in a plethora of areas.

Goal: To assist 10,000 persons through the public service community by May 31, 2010. Current Status: 21,641 persons assisted by the public service partners since 2005 through November 2008.

Objective 7: To allocate available funding to replace and improve the City's infrastructure.

Goal: To upgrade community infrastructure as required. Current status: several projects currently underway.

Objective 8: To use available funding to improve the City's overall economic status, by creating a physical infrastructure to attract new businesses and by creating a network to promote economic development.

Goal: To complete the redevelopment of the City's downtown area and to attract 400 new jobs by May 31, 2010. Current status: as of this date, a total of 125 permanent jobs have been created in the downtown targeted area (source Muskegon Main Street).

Since the City of Muskegon has reached its established goals, as it relates to housing as documented in the 2005 – 2010 Consolidated Plan, the City revised its 2008 Action Plan to establish a weatherization program from reprogrammed HOME funds and program income. A total of 22 low-income homeowners were weatherized with items that included insulation, new windows, doors, furnaces, thermostats, etc.

This coming fiscal year, because we have met our established goals and because additional funding is being allocated to the community under the Neighborhood Stabilization Program for total rehabilitation, new construction and other neighborhood redevelopment tools, the City has decided to continue the weatherization program. It is hoped that at least 13 households will be assisted.

2. Describe how Federal, State, and local public and private sector resources that are reasonably expected to be available will be used to address identified needs for the period covered by this Action Plan.

The majority of the expected funding will be directed in a variety of ways to attack the issues of serious concern to the Muskegon community. The main areas that will be targeted are areas that are in correlation with the established objectives created by the assemblage of the 2005 – 2010 Consolidated Plan. The main areas will be housing maintenance, senior citizen services, education and health related needs, crime prevention, youth services and neighborhood redevelopment.

The City of Muskegon has been notified that we will receive a additional \$267,182 in CDBG funding through the American Recovery and Reinvestment act (Stimulus package). At this time HUD has not informed any of the entitlement communities what guidelines to follow and/or how the ARRA funding can be spent or allocated.

NEEDS OF PUBLIC HOUSING

1. Describe the manner in which the plan of the jurisdiction will help address the needs of the public housing and activities it will undertake during the next year to encourage public housing residents to become more involved in management and participate in homeownership.

Working with the Muskegon Housing Commission Self-Sufficiency program, it is hoped that more public housing residents will become homeowners.

2. If the public housing agency is designated as "troubled" by HUD or otherwise is performing poorly, the jurisdiction shall describe the manner in which it will provide financial or other assistance in improving its operations to remove such designation during the year.

The Muskegon Public Housing Agency is not on HUD's current 'Troubled' list.

BARRIERS TO AFFORDABLE HOUSING

1. Describe the actions that will take place during the next year to remove barriers to affordable housing.

The CNS office will continue to offer its' new housing and totally rehabilitated housing at significantly reduced prices. In addition, as long as funding is available, we will assist low/medium-income residents with expensive housing repairs.

HOMELESS

SPECIFIC HOMELESS PREVENTION ELEMENTS

1. Sources of Funds – Identify the private and public resources that the jurisdiction expects to receive during the next year to address homeless needs and to prevent homelessness. These include the McKinney-Vento homeless Assistance Act programs, other special federal, state and local and private funds targeted to homeless individuals and families with children, especially the chronically homeless, the HUD formula programs, and any publicly-owned land or property. Please describe, briefly, the jurisdiction's plan for the investment and use of funds directed toward homelessness.

\$65,000 of State Emergency Shelter funding was allocated to three non-profits: Every Woman's Place, West Michigan Therapy and Bethany Housing. There is additional funding available through the American Recovery and Reinvestment Act available for Emergency Shelter, although it has not been confirmed how much, or if any, will be coming to the City of Muskegon.

2. Homelessness – In a narrative, describe how the action plan will address the specific objectives of the Strategic Plan and, ultimately, the priority needs identified. Please also identify potential obstacles to completing these action steps.

The 2009 – 2010 Action Plan is in correlation with the City's objectives and goals documented in the 2005 – 2010 Consolidated Plan. At this time the only obstacle that the CNS office sees to addressing the needs of the potential homeless and the homeless population of the community is the lack of available funding.

3. Chronic homelessness – The jurisdiction must describe the specific planned action steps it will take over the next year aimed at eliminating chronic homelessness by 2012. Again, please identify barriers to achieving this.

Some of the specific plans that the City of Muskegon intends to use to eliminate chronic homelessness by 2012 are that the City will continue to work and be a member of several local coalitions whose main objective is to end homelessness. Some of those coalitions are the Muskegon County Continuum of Care, the Human Service Coalition, Call 2-1-1 and the Emergency Needs Coalition. Along with working with the above mentioned coalitions, the City will continue to offer assistance to homeowners for emergency repairs that could possibly cause them to become homeless, because the family does not have the resources to make the repairs. The CNS office will also continue to offer funding to local non-profits who are attempting to have preventive health programs and also do outreach health testing. It is hoped that by trying to keep our citizens healthy, the chances of a family member becoming ill and not able to work would be kept at a minimum.

4. Homeless Prevention – The jurisdiction must describe its planned action steps over the next year to address the individual and families with children at imminent risk of becoming homeless.

The City of Muskegon is attempting to market its Rental Rehabilitation program to landlords very aggressively this fiscal year in combination with it's LEAD S.A.F.E. funding. It is the position of the City of Muskegon and the CNS office that if landlords take advantage of the Rental Rehab program, along with the LEAD grant, not only will it improve the esthetics of the structure, it will make it safer and it will also be more affordable because of the affordability statute.

5. Discharge Coordination Policy – Explain planned activities to implement a cohesive, community-wide Discharge Coordination Policy, and how, in the coming year, the community will move toward such a policy.

It was stated in the 2008-2009 Action Plan that because of some recent partnerships that we have established with the Muskegon County Employment and Training office, the local Family Services Center and the Prison Re-entry program, we plan to meet with these agencies, along with others, in order to combine knowledge to hopefully create a Community Discharge Coordination Policy. That coalition is currently being designed and will hopefully be developed by the beginning of the 2010 fiscal year.

COMMUNITY DEVELOPMENT

COMMUNITY DEVELOPMENT

1. Identify the jurisdictions priority non-housing community development needs eligible for assistance by CDBG eligibility category specified in the Community Development Needs Table (formerly Table 2B), public facilities, public improvements, public services and economic development.

See Consolidated Plan Objectives and Goals.

2. Identify specific long-term and short-term community development objectives (including economic development activities that create jobs), developed in accordance with the statutory goals described in section 24 CFR 91.1 and the primary objective of the CDBG program to provide decent housing and a suitable living environment and expand economic opportunities, principally for low- and moderate-income persons.

At this time, the short and long-term Community Development objectives are the same as those created in the Consolidated Plan that was mentioned earlier.

ANTIPOVERTY STRATEGY

1. Describe the actions that will take place during the next year to reduce the number of poverty level families.

Since 2007, the Community and Neighborhood Services office has been the leader in an initiative called Operation R & R, which stands for Reawakening and Resurgence. The purpose of the initiative is to bring a cross-section of the community stakeholders together, which includes the business and religious communities, public service providers, local youth, seniors and government in order to bring all of the community resources together in order to attack some of the quality of life issues that can not be eliminated or cured with bricks and mortar.

Last August 2008, from the Operation R&R objective, the City of Muskegon CNS office in partnership with Muskegon Public Schools developed the first Annual Muskegon Unity Academic Olympics for students in grades first through eighth who competed in fun, interactive educational activities. The event produced a partnership that consisted of a microcosm of the community that represented the business community, public services, religious community, education community, fraternities, and others. The purpose of the event was to promote the importance of education to our youth, while combining resources to help develop a future workforce that has the skills to make Muskegon the productive, economic energy it will need to compete in the global economy. There were a total of 100 children in grades K through 8th that participated in the first year event. The students competed in activities in the areas of math, general knowledge, geography and vocational skills. As urban communities like Muskegon redevelop themselves into the new economy, it is important we have the workforce to attract the much

needed new employers to establish long-term economic stability for our community.

In addition, the CNS office is working on several other initiatives to try and attack the unemployment problem in the community, especially as it relates to our youth. The CNS office submitted a grant application for the next round of YouthBuild applications in January of 2009. Hopefully, the community will be granted the opportunity to have a YouthBuild program during next fiscal year.

As mentioned before, the City will continue to work with all other service providers and to assist residents with our in-house programs, as long as the resident qualifies and the availability of funding is still accessible.

NON-HOMELESS SPECIAL NEEDS HOUSING

NON-HOMELESS SPECIAL NEEDS (91.220 (c) AND (e))

1. Describe the priorities and specific objectives the jurisdiction hopes to achieve for the period covered by the Action Plan.

It is hoped that the CNS office can build a strong partnership with the disabled community in order to determine how we can serve that population better.

2. Describe how Federal, State, and local public and private sector resources that are reasonably expected to be available will be used to address identified needs for the period covered by this Action Plan.

As stated earlier, the funding available in the community, especially the funding that is funneled through the CNS office, will be used to address the needs identified in the 2005 – 2010 Consolidated Plan as well as this year's Action Plan.

OTHER NARRATIVE

Include any Action Plan information that was not covered by a narrative in any other section.

Community Development Block Grant 2009 - 2010

Organization/Agency	Activity	Administration Recommendation
Love INC	Handicap Ramps*	\$2,500
American Red Cross	Senior Transportation*	\$2,500
West Michigan Veterans	Food Bank*	\$3,000
Community enCompass	Healthy Neighborhood Project*	\$1,850
COM - DPW	Senior Transit*	\$42,500
COM - Planning CDBG Code Enforcement	Code Enforcement	\$45,000
COM - Planning Comm Economic Dev	Façade	\$8,500
COM - CNS CDBG Service Delivery	Delivery Service	\$70,000
COM - Finance Bond Repayment	Fire Station Bond	\$150,619
HealthCARE	Health Outreach*	\$2,750
Legal Aid	Housing Related Legal Services*	\$3,500
Legal Aid	Foreclosure Legal Aid*	\$7,500
Muskegon Community Health Project	Uninsured Diabetes Outreach*	\$2,500
COM - CNS CDBG Administration	Admin **	\$158,500
COM - Engineering Street Construction	Street Construction	\$48,500
COM - Leisure Services	Youth Recreation*	\$75,000
COM - CNS CDBG Siding	Vinyl Siding	\$172,500
COM - CNS CDBG Emergency Repair	Emergency Repair	\$175,000
COM - Inspections Dangerous Bldgs	Demolition & Board Ups	\$43,500
COM - Affirmative Action	Affirmative Action	\$3,750
COM - Affirmative Action	Summer Internships	\$10,000
Total CDBG Request		\$1,029,469
Total CDBG Allocated		\$984,207
Expected program income		\$50,000
Total		\$1,034,207
Allocated/Request Difference		\$4,738
Total Amt of Public Service*		\$143,600
Public Service mandated Amt <= to 15%		\$155,131
Difference		\$11,531
Total Amt of City Administration Request**		\$158,500
Administrative mandated Amt < 20%		\$206,841
Difference		\$48,341

NOTE:

* Public Service

** City CDBG Administration

HOME Grant 2008 - 2009

Organization/Agency	Activity	Administration Recommendation
Community enCompass	Housing Transition Asst****	\$38,000
Community & Neighborhood Services	HOME Administration***	\$22,500
Community & Neighborhood Services	HOME Rental Rehabilitation	\$70,000
Community & Neighborhood Services	HOME Senior Weatherization/Energy Conservation	\$125,549
Muskegon County Habitat for Humanity	Infrastructure/construction (3 homes)****	\$50,000
Neighborhood Investment Corporation	Home purchase rehab loans****	\$38,000
Total HOME Request		\$344,049
Total HOME Allocated		\$290,049
(+) Program Income		\$80,000
		\$370,049
NOTE:		
*** Home Administration	Allocated/Request Difference	\$26,000
**** CHDO Request		
Total Amt of HOME Administration***		\$22,500
Total Amt mandated Amt = 10%		\$37,005
Difference		\$14,505
Total Amt of HOME CHDO request****		\$126,000
Total Amt mandated 15%		\$55,507
Difference		(\$70,493)

Commission Meeting Date: March 12, 2009

Date: March 4, 2009
To: Honorable Mayor & City Commission
From: Community and Neighborhood Services
Department
RE: 2009 – 2010 CDBG/HOME and City
Preliminary decision.

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

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

The Commission is being asked to make their preliminary decision on what items should be funded and at what amounts.

The City Commission will be asked to make their final decision on March 24, 2009.

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

BUDGET ACTION REQUIRED: None at this time

STAFF RECOMMENDATION: Was given to the commission prior to the Public Hearing

COMMITTEE RECOMMENDATION: The Citizen's District Council recommendations are included with the recommendations submitted by the administration.

Community Development Block Grant 2009 - 2010

Organization/Agency	Activity	Amount Requested	Administration Recommendation	CDC Rec	City Commission Preliminary Rec.	City Comm Final Determination
Love INC	Handicap Ramps*	\$5,000	\$2,500	\$3,500		
American Red Cross	Senior Transportation*	\$5,000	\$2,500	\$2,500		
West Michigan Veterans	Food Bank*	\$5,000	\$3,000	\$3,000		
Community enCompass	Healthy Neighborhood Project*	\$6,000	\$1,850	\$3,850		
COM - DPW	Senior Transit*	\$64,724	\$42,500	\$42,500		
COM - Planning CDBG Code Enf	Code Enforcement	\$57,675	\$45,000	\$45,000		
COM - Planning Comm Economic Dev	Facade	\$10,000	\$8,500	\$5,000		
COM - CNS CDBG Service Delivery	Delivery Service	\$82,000	\$70,000	\$70,000		
COM - Finance Bond Repayment	Fire Station Bond	\$150,619	\$150,619	\$150,619		
HealthCARE	Health Outreach*	\$3,500	\$2,750	\$3,500		
Legal Aid	Housing Related Legal Services*	\$5,500	\$3,500	\$3,500		
Legal Aid	Foreclosure Legal Aid*	\$16,500	\$7,500	\$8,500		
Muskegon Community Health Project	Uninsured Diabetes Outreach*	\$5,000	\$2,500	\$2,750		
COM - CNS CDBG Administration	Admin **	\$179,000	\$158,500	\$158,500		
COM - Engineering Street Construction	Street Construction	\$65,000	\$48,500	\$48,500		
COM - Leisure Services	Youth Recreation*	\$112,405	\$75,000	\$75,000		
COM - CNS CDBG Siding	Vinyl Siding	\$210,000	\$172,500	\$172,500		
COM - CNS CDBG Emergency Repair	Emergency Repair	\$200,000	\$175,000	\$176,500		
COM - Inspections Dangerous Bldgs	Demolition & Board Ups	\$57,500	\$43,500	\$43,500		
COM - Affirmative Action	Affirmative Action	\$5,000	\$3,750	\$4,500		
COM - Affirmative Action	Summer Internships	\$10,000	\$10,000	\$6,250		
	Total CDBG Request	\$1,255,423	\$1,029,469	\$1,029,469	\$0	\$0
	Total CDBG Allocated	\$984,207	\$984,207	\$984,207	\$984,207	\$984,207
	Expected program income	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000
	Total	\$1,034,207	\$1,034,207	\$1,034,207	\$1,034,207	\$1,034,207
	Allocated/Request Difference	(\$221,216)	\$4,738	\$4,738	\$1,034,207	\$1,034,207
NOTE:						
* Public Service						
** City CDBG Administration						
	Total Amt of Public Service*	\$228,629	\$143,600	\$148,600	\$0	\$0
	Public Service mandated Amt <= to 15%	\$155,131	\$155,131	\$155,131	\$155,131	\$155,131
	Difference	(\$73,498)	\$11,531	\$6,531	\$155,131	\$155,131
	Total Amt of City Administration Request**	\$179,000	\$158,500	\$158,500	\$0	\$0
	Administrative mandated Amt < 20%	\$206,841	\$206,841	\$206,841	\$206,841	\$206,841
	Difference	\$27,841	\$48,341	\$48,341	\$206,841	\$206,841

HOME Grant 2009 - 2010

Organization/Agency	Activity	Amount Requested	Administration Recommendation	CDC Rec	City Commission Preliminary Rec.	City Comm Final Determination
Community enCompass	Housing Transition Asst****	\$70,000	\$38,000	\$48,000		
Community & Neighborhood Services	HOME Administration***	\$22,500	\$22,500	\$22,500		
Community & Neighborhood Services	HOME Rental Rehabilitation	\$75,000	\$70,000	\$70,000		
Community & Neighborhood Services	HOME Sr Weatherization/Energy Consvrtn	\$140,000	\$125,549	\$125,549		
Muskegon County Habitat for Humanity Infrastructure/construction (3 homes)****		\$55,000	\$50,000	\$50,000		
Neighborhood Investment Corporation	Home purchase rehab loans****	\$120,000	\$38,000	\$48,000		
	Total HOME Request	\$482,500	\$344,049	\$364,049	\$0	\$0
	Total HOME Allocated	\$290,049	\$290,049	\$290,049	\$290,049	\$290,049
	(+) Program Income	\$80,000	\$80,000	\$80,000	\$80,000	\$80,000
		\$370,049	\$370,049	\$370,049	\$370,049	\$370,049
NOTE:	Allocated/Request Difference	(\$112,451)	\$26,000	\$6,000	\$370,049	\$370,049
*** Home Administration						
**** CHDO Request						
	Total Amt of HOME Administration***	\$22,500	\$22,500	\$22,500	\$0	\$0
	Total Amt mandated Amt = 10%	\$37,005	\$37,005	\$37,005	\$37,005	\$37,005
	Difference	\$14,505	\$14,505	\$14,505	\$37,005	\$37,005
	Total Amt of HOME CHDO request****	\$245,000	\$126,000	\$146,000	\$0	\$0
	Total Amt mandated 15%	\$55,507	\$55,507	\$55,507	\$55,507	\$55,507
	Difference	(\$189,493)	(\$70,493)	(\$90,493)	\$55,507	\$55,507

CITY COMMISSION MEETING

March 10, 2009

TO: Honorable Mayor and City Commissioners
FROM: Karen Scholle, Civil Service Personnel Director
DATE: March 5, 2009
RE: Seasonal and Temporary Services Provider Contract

SUMMARY OF REQUEST:

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

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

FINANCIAL IMPACT:

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

BUDGET ACTION REQUIRED:

The 2009 budget allowed for the financial resources.

COMMITTEE RECOMMENDATION:

To provide the City Commissioners an update before the March 10 meeting.

STAFF RECOMMENDATION:

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

AGENDA ITEM NO. _____

CITY COMMISSION MEETING _____

TO: Honorable Mayor and City Commissioners

FROM: Bryon L. Mazade, City Manager

DATE: February 23, 2009

RE: Padlock Ordinance – 287 McLaughlin

SUMMARY OF REQUEST:

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

FINANCIAL IMPACT:

Costs associated with holding the hearing required by city ordinance.

BUDGET ACTION REQUIRED:

None.

STAFF RECOMMENDATION:

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

COMMITTEE RECOMMENDATION:

None.



Muskegon Police Department

Anthony L. Kleibecker
Director of Public Safety

980 Jefferson
Muskegon, Michigan
49440

www.muskegonpolice.com

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

MEMORANDUM

TO: Mr. Bryon Mazade
City Manager

FROM: Anthony L. Kleibecker
Director of Public Safety

A handwritten signature in dark ink, appearing to read "A. L. Kleibecker", is written over the printed name and title.

DATE: February 20, 2009

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

On two occasions during the period from September, 2008 to February, 2009, the West Michigan Enforcement Team (WEMET) served search warrants on a residence which is located at 287 McLaughlin. In both instances narcotics were located within the residence. This time period falls within the 6 month requirement as defined within our city ordinance.

Per this ordinance, I am requesting that you initiate the process with our city commission in order to determine if this property may be padlocked. We are in the process of assembling the documentation which serves to support my request. I will forward a copy of our file as soon as possible.

In the meantime if you have any questions, please don't hesitate to contact m.

RECEIVED

FEB 20 2009

MUSKEGON
CITY MANAGER'S OFFICE

Date: March 10, 2009

To: Honorable Mayor and City Commissioners

From: Finance Director

RE: 2009-2010 Healthcare Program

SUMMARY OF REQUEST: It is time to renew the City's healthcare coverage for the 2009-10 plan year. Healthcare costs continue to rise. Renewal rates for the City's current healthcare program initially came in at \$930.99/employee/month, 11.5% higher than the current rate (\$835.19). After going through a bid process and exploring alternatives, staff recommends renewing coverage through Priority Health, but making several program changes to control costs as described in the attached memorandum.

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

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

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

COMMITTEE RECOMMENDATION: None.

Memo

To: City Commission City Manager

From: Finance Director

Date: March 3, 2009

Re: 2009-10 Healthcare Program

Healthcare costs for active and retired city employees are second only to salaries and wages as a cost component of city operations. Controlling these costs is essential to managing the city's budget, particularly as we face unprecedented national and state financial crises and a very uncertain future.

Over the last several months staff has worked with our healthcare consultant (Julie Balgooyen) to ensure that the healthcare program for the coming year is cost-effective while maintaining quality benefit levels. This has entailed the following:

1. Thorough review of historic claims data to better understand the relationship between the premiums the city pays and the actual costs of benefits provided.
2. RFP process to meet bidding requirements of PA 106 and to assess what programs (other than Priority Health) might be cost-effective solutions for the city; and
3. Solicitation of ideas from healthcare experts to make the city's program more cost-effective.

From this process, I can report the following:

1. The City's current healthcare program for active employees (fully-insured community-rated HMO through Priority Health) is likely the best option available at this time. Priority Health provided access to several years' detailed claims data as well as confidential profit/loss information for our account. From reviewing this information, I am satisfied that the ratio of premiums to claims/costs is reasonable and that there are no large sums of money that the city could save by self-insuring. Further, the community-rated aspect of the program provides a degree of protection against large claims and poor experience.
2. This conclusion was more or less confirmed by the RFP results. We received proposals as follows:

Provider	Actives	Retirees
Priority Health (Current Program Setup w/o Modifications)	Fully-Insured	Self-Funded
Priority Health (Current Program Setup w/ Modifications)	Fully-Insured	Self-Funded
BCBS of Michigan (Not Able to Mimic Current Plan – i.e. Retirees Only Self-funded)	Self-Funded	Self-Funded
Physicians Care ASR	Self-Funded	Self-Funded
United Healthcare	Declined to Quote	Declined to Quote
MERS	Declined to Quote	Declined to Quote

Detail underlying each proposal received is provided in the attached report. Suffice it to say that none of the proposals exhibited savings or other justification to move away from the current program.

3. Staff, however, is proposing several modifications to the current Priority Health program that will allow us to better control costs now and in the future:
 - a. Adoption of Priority's "co-pay alignment" program. This program sets service co-pays at levels recommended by Priority to encourage cost-

effective service utilization. Adopting co-pay alignment will impact employees as follows:

Co-pay	Current	Proposed	Comment
Physicians Office	\$15	\$15	No Change
Specialist Office Visit	\$15	\$30	
Hospital Emergency Room	\$50 (waived if admitted)	\$100 (waived if admitted)	City has very poor emergency room utilization experience
Urgent Care Center	\$25	\$45	City has very poor urgent care utilization experience
Advanced Imaging (CT, MRI)	\$0	\$150	City experience has been about 3 per year. We propose reimbursing up to 5 per year.
Prescription Drugs	\$15 Generic \$30 Brand	\$10 Generic \$40 Brand	70% of City prescription activity is generic; this change should positively impact most employees
Mail Order Pharmacy	\$30 Generic \$60 Brand 90 Days	\$20 Generic \$80 Brand 90 Days	Same as above

- b. Implementation of an HRA (Health Reimbursement Account) feature. Under this program, the city establishes self-insured deductibles of \$1,000 individual/\$2,000 family. This lowers the HMO premium

significantly, but entails the City assuming utilization risk for the deductible amounts. Experience shows that in most cases HRA deductibles save the employer money.

For the initial year (2009), it is proposed that the city pay the entire \$1,000/\$2,000 deductible meaning there is no impact on employees. Starting in 2010, it is proposed that employees **electing not to participate** in a wellness program (see d below) pay the first \$250 of the deductible amount. The city will pay the full deductible for employees who do participate in formal wellness initiatives.

- c. Implementation of a flex-spending account (FSA) program through Priority Health. The city has had an internally-administered FSA for many years. About 25 employees currently participate. FSA's allow participants to pay for eligible medical expenses with "pre-tax" dollars, thereby achieving significant savings. With higher co-pays and deductibles, we want to encourage more FSA participation. Moving FSA administration to Priority will help us in this regard:
 - i. Most common reimbursable costs (e.g. doctor's office and Rx co-pays) will be automatically reimbursed to participants without need for paperwork. One common complaint about the current FSA setup is the paperwork required.
 - ii. If FSA participation increases as expected, it will be difficult for existing staff to handle the increased workload.
- d. As noted, starting in 2010 we intend to have in place a formal wellness program through Priority Health. This program will encourage and, in some cases, require employees to work toward healthy lifestyles and behaviors (regular check-ups, smoking cessation, etc.). Participation in the program will be voluntary but integrated in a way that provides financial incentive to participate.

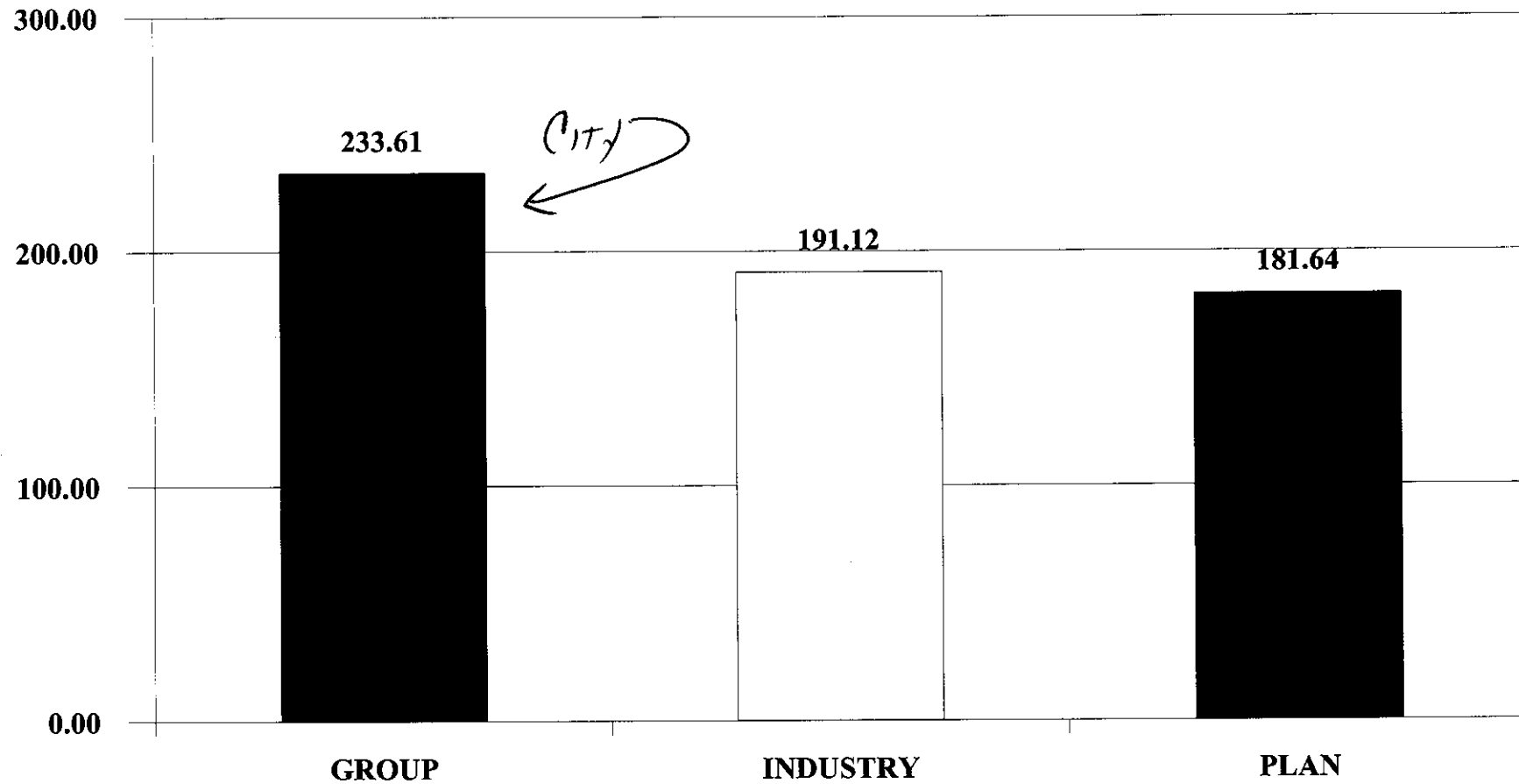
The net result of all of the above can be summarized as follows:

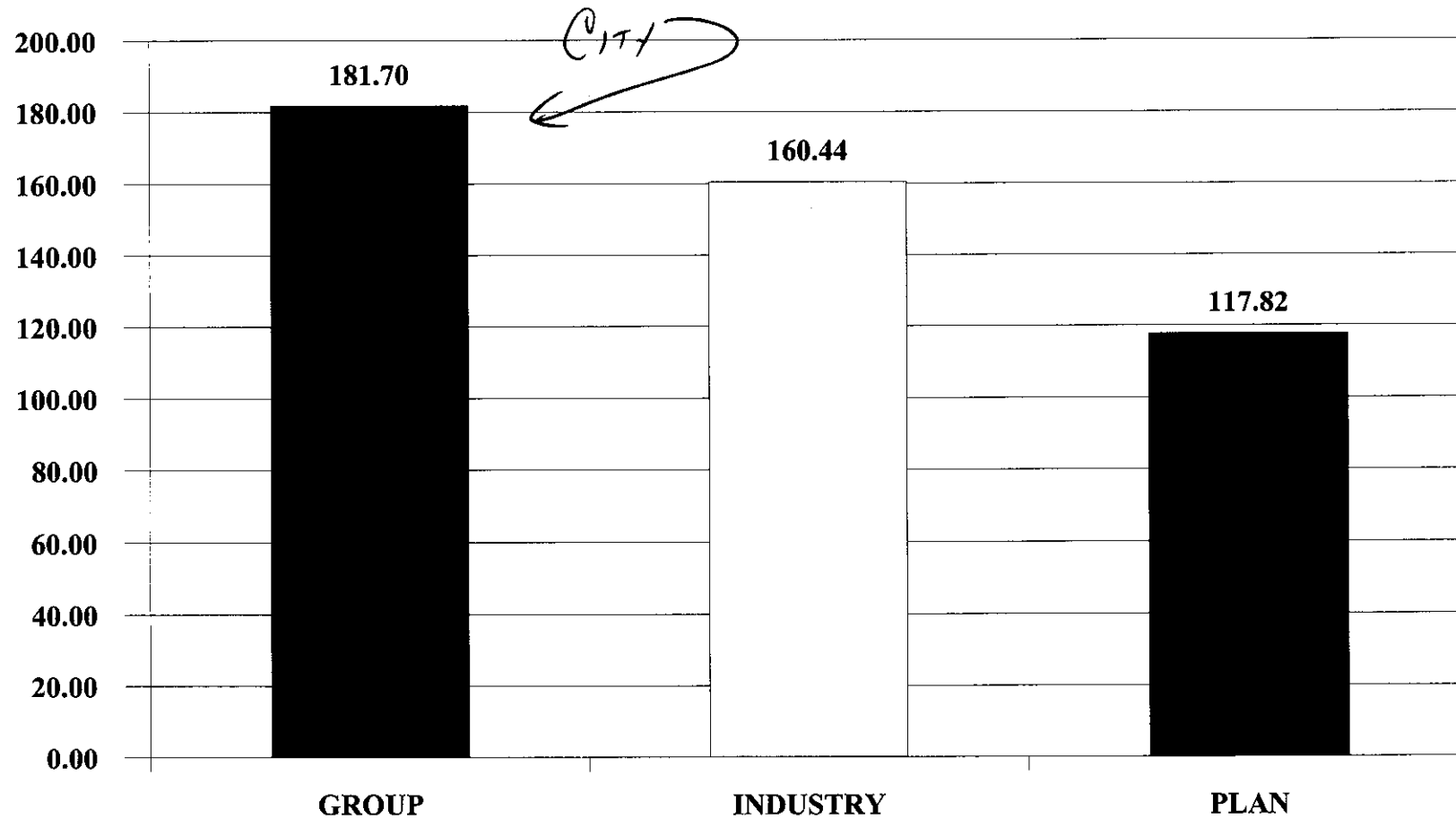
- We are comfortable that, in broad terms, the current structure of the City's active employee healthcare program is cost-effective. Yet the program is still very costly. For 2008-09, the program cost \$835.19/employee/month (**\$2,365,258/year**); without modification, continuation of the program for 2009-10 would cost \$930.99/employee/month (**\$2,636,564**), an 11.5% increase.
- We are proposing changes that include introducing a certain amount of self-insured risk. After implementation of the benefit changes described above and, assuming a conservative 60% utilization of the self-insured HRA

deductible, the city's total costs for 2009-10 will be **\$2,392,554**. Utilization rate under 60% will mean lower costs for the city and vice-versa.

The intent is to bring this item to the City Commission at the March 9, 2009 work session. Prior to that time we will meet with union leadership and employees to discuss the proposed changes.

Thank you.

City Of Muskegon**Outpatient Analysis - Emergency Room Visits Per 1,000****For : Fully-Funded Commercial****November 2007 - October 2008**

City Of Muskegon**Outpatient Analysis - Urgent Care Visits Per 1,000****For : Fully-Funded Commercial****November 2007 - October 2008**



City Of Muskegon
Pharmacy Analysis - Percent Generic
For : Fully-Funded Commercial
November 2007 - October 2008

