

CITY OF MUSKEGON

CITY COMMISSION MEETING

FEBRUARY 8, 2005

CITY COMMISSION CHAMBERS @ 5:30 P.M.

AGENDA

- ❑ **CALL TO ORDER:**
- ❑ **PRAYER:**
- ❑ **PLEDGE OF ALLEGIANCE:**
- ❑ **ROLL CALL:**
- ❑ **HONORS AND AWARDS:**
- ❑ **INTRODUCTIONS/PRESENTATION:**
- ❑ **CONSENT AGENDA:**
 - A. Approval of Minutes. CITY CLERK
 - B. Resolution for Charitable Gaming License. CITY CLERK
 - C. Fireworks Display – Shrine Circus. CITY CLERK
 - D. Amendment to City Commission Rules and Procedures. LEGISLATIVE POLICY COMMITTEE
 - E. Budgeted Vehicle Replacement - Two Dodge 1500 4x4 Quad Cabs. PUBLIC WORKS
 - F. Budgeted Vehicle Purchase - Two Chevrolet Colorado Trucks. PUBLIC WORKS
 - G. Budgeted Vehicle Replacement - Three Ford F-250 Trucks. PUBLIC WORKS
 - H. Budgeted Vehicle Replacement - Three F-450 Cab and Chassis. PUBLIC WORKS
 - I. Budgeted Plow Truck Purchase – Two Cab and Chassis. PUBLIC WORKS
 - J. Grant Agreement with the State of Michigan. CITY CLERK
- ❑ **PUBLIC HEARINGS:**
 - A. Create a Special Assessment District for Clay Avenue, Terrace to Spring. ENGINEERING

B. Create a Special Assessment District for Park Street, Laketon to Young.
ENGINEERING

☐ **COMMUNICATIONS:**

☐ **CITY MANAGER'S REPORT:**

☐ **UNFINISHED BUSINESS:**

☐ **NEW BUSINESS:**

A. Brownfield Site Assessment Professional Services Agreement - Environmental Consultants. PLANNING & ECONOMIC DEVELOPMENT

B. Seasonal and Temporary Services Provider Contract. CIVIL SERVICE

C. Consideration of Bids: Dale Ave., Ruddiman to McGraft. ENGINEERING

D. Consideration of Bids: Evar Street, Allen to Amity. ENGINEERING

E. Consideration of Bids: Hudson, Forest to Southern. ENGINEERING

F. Change Order to add the 2005 Sidewalk Replacement Program onto the 2004 Contract. ENGINEERING

G. LED Traffic Signals. ENGINEERING

☐ **ANY OTHER BUSINESS:**

☐ **PUBLIC PARTICIPATION:**

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

☐ **ADJOURNMENT:**

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

Date: February 8, 2005
To: Honorable Mayor and City Commissioners
From: Gail A. Kunding, City Clerk
RE: Approval of Minutes

SUMMARY OF REQUEST: To approve the minutes of the Regular Commission Meeting that was held on Tuesday, January 25, 2005.

FINANCIAL IMPACT: None.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: Approval of the minutes.

CITY OF MUSKEGON

CITY COMMISSION MEETING

FEBRUARY 8, 2005

CITY COMMISSION CHAMBERS @ 5:30 P.M.

MINUTES

The Regular Commission Meeting of the City of Muskegon was held at City Hall, 933 Terrace Street, Muskegon, Michigan at 5:30 p.m., Tuesday, February 8, 2005.

Mayor Warmington opened the meeting with a prayer from Pastor Sarah Johnson of the Word of Truth Outreach after which the Commission and public recited the Pledge of Allegiance to the Flag.

ROLL CALL FOR THE REGULAR COMMISSION MEETING:

Present: Mayor Stephen Warmington, Vice Mayor Bill Larson, Commissioner Stephen Gawron, Clara Shepherd, Lawrence Spataro, Chris Carter, and Kevin Davis, City Manager Bryon Mazade, City Attorney John Schrier, and Deputy City Clerk Linda Potter.

2005-11 CONSENT AGENDA:

A. Approval of Minutes. CITY CLERK

SUMMARY OF REQUEST: To approve the minutes of the Regular Commission Meeting that was held on Tuesday, January 25, 2005.

FINANCIAL IMPACT: None.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: Approval of the minutes.

B. Resolution for Charitable Gaming License. CITY CLERK

SUMMARY OF REQUEST: Criminal Justice Services, Inc., 1267 Pine Street, 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. They would like to hold Bingo games on an ongoing basis.

FINANCIAL IMPACT: None.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: Approval.

C. Fireworks Display – Shrine Circus. CITY CLERK

SUMMARY OF REQUEST: Jordan Productions, Inc., is requesting approval of a fireworks display permit for March 4th and 5th at the Walker Arena. Fire Marshall Metcalf will inspect the fireworks. The insurance coverage has been approved.

FINANCIAL IMPACT: None.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: Approval contingent on inspection of the fireworks.

**D. Amendment to City Commission Rules and Procedures. LEGISLATIVE
POLICY COMMITTEE**

SUMMARY OF REQUEST: To adopt the amendment to the City Commission Rules and Procedures to include the following addition:

Under Section titled Guidelines of Conduct, Paragraph C add #4 to say "Before any Commissioner accepts an appointment to any out of state board which may involve out of state travel, he or she must first bring it before the entire Commission for consideration."

FINANCIAL IMPACT: None.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: Approval.

COMMITTEE RECOMMENDATION: Recommends Approval.

**E. Budgeted Vehicle Replacement - Two Dodge 1500 4x4 Quad Cabs.
PUBLIC WORKS**

SUMMARY OF REQUEST: Approval to purchase two Dodge 1500 4 x 4 Quad Cabs using the State of Michigan Purchasing Contract.

FINANCIAL IMPACT: Total Cost \$42,361.56.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: Approve purchase.

**F. Budgeted Vehicle Purchase - Two Chevrolet Colorado Trucks. PUBLIC
WORKS**

SUMMARY OF REQUEST: Approval to purchase two Chevrolet Colorado Trucks using statewide purchasing.

FINANCIAL IMPACT: Total Cost \$29,752.28.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: Approve purchase.

**G. Budgeted Vehicle Replacement - Three Ford F-250 Trucks. PUBLIC
WORKS**

SUMMARY OF REQUEST: Approval to purchase three Ford F-250 trucks from Tony Betten & Sons Ford.

FINANCIAL IMPACT: Total Cost \$48,000.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: Approve the purchase of three Ford F-250 trucks from Tony Betten & Sons Ford.

H. Budgeted Vehicle Replacement - Three F-450 Cab and Chassis.
PUBLIC WORKS

SUMMARY OF REQUEST: Approval to purchase three F-450 cab and chassis from Tony Betten and Sons and fabrication using Monroe equipment.

FINANCIAL IMPACT: Total Cost \$74,905.98.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: Approve the purchase of three F-450 cab and chassis from Tony Betten and Sons and fabrication using Monroe equipment.

I. Budgeted Plow Truck Purchase – Two Cab and Chassis. PUBLIC WORKS

SUMMARY OF REQUEST: Approval to purchase two cab and chassis from Woodland International. Underbody plows and boxes will be purchased separately.

FINANCIAL IMPACT: Total Cost \$104,062.24.

BUDGET ACTION REQUIRED: None. \$150,000 was budgeted for the total purchase.

STAFF RECOMMENDATION: Approve purchase of budgeted replacement plow trucks from Woodland International.

K. Grant Agreement with the State of Michigan. CITY CLERK

SUMMARY OF REQUEST: To enter into a Grant Agreement with the State of Michigan for voting equipment and related software and to appoint Gail Kundering, City Clerk, as the grant manager.

FINANCIAL IMPACT: None.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: To approve the request.

Motion by Commissioner Gawron, second by Commissioner Shepherd to approve the Consent Agenda with the exception of item J.

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

Nays: None

MOTION PASSES

2005-12 ITEM REMOVED FROM THE CONSENT AGENDA:

J. Amendment to Special Event Policy. CITY MANAGER

SUMMARY OF REQUEST: To amend the city's Special Event Policy to provide that only the permit application fee is waived for Veterans' Groups and Neighborhood Associations. Other special events service requests will not be waived.

FINANCIAL IMPACT: Unknown potential savings to the City.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: To approve the proposed amendment.

Motion by Commissioner Spataro, second by Vice Mayor Larson to approve the amendment to the Special Event Policy.

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

Nays: None

MOTION PASSES

2005-13 PUBLIC HEARINGS:

A. Create a Special Assessment District for Clay Avenue, Terrace to Spring. ENGINEERING

SUMMARY OF REQUEST: To hold a Public Hearing on the proposed special assessment for Clay Avenue, Terrace to Spring, and to create the special assessment district and appoint two City Commissioners to the Board of Assessors if it is determined to proceed with the project.

FINANCIAL IMPACT: None at this time.

BUDGET ACTION REQUIRED: None at this time.

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

The Public Hearing opened at 5:41 p.m. to hear and consider any comments from the public. No public comments were made.

Motion by Commissioner Spataro, second by Commissioner Davis to close the Public Hearing at 5:43 p.m. and approve the special assessment for Clay Avenue, Terrace to Spring.

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

Nays: None

MOTION PASSES

Commissioner Shepherd and Vice Mayor Larson were appointed to the Board of

Assessors.

B. Create a Special Assessment District for Park Street, Laketon to Young.
ENGINEERING

SUMMARY OF REQUEST: To hold a Public Hearing on the proposed special assessment for Park Street, Laketon to Young, and to create the special assessment district and appoint two City Commissioners to the Board of Assessors if it is determined to proceed with the project.

FINANCIAL IMPACT: None at this time.

BUDGET ACTION REQUIRED: None at this time.

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

The Public Hearing opened at 5:45 p.m. to hear and consider any comments from the public. Comments in opposition were heard from: Allen Lowe and Craig Lowe, co-owners of Greater Muskegon Transfer, 1922 Park.

Motion by Commissioner Spataro, second by Commissioner Gawron to close the Public Hearing at 6:02 p.m. and approve the special assessment for Park Street, Laketon to Young.

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

Nays: None

MOTION PASSES

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

2005-14 NEW BUSINESS:

A. Brownfield Site Assessment Professional Services Agreement - Environmental Consultants. **PLANNING & ECONOMIC DEVELOPMENT**

SUMMARY OF REQUEST: To approve the "Professional Services Agreement" ("Agreement") for environmental services related to the Site Assessment Grant/Loan received by the City. This same Agreement will be used between the City and each of the four firms approved by the Commission (i.e., Prein & Newhof, P.S., Westshore Engineering, ERM, Inc., Horizon Environmental).

FINANCIAL IMPACT: The payments to the environmental consultants will be made from the Site Assessment Grant/Loan through the Michigan Department of Environmental Quality.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: To approve the Agreement between the City of Muskegon and the four approved environmental consultants, and authorize the Mayor and Clerk to sign the Agreements.

Motion by Commissioner Spataro, second by Commissioner Shepherd to approve the Brownfield Site Assessment Professional Services Agreement.

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

Nays: None

MOTION PASSES

B. Seasonal and Temporary Services Provider Contract. CIVIL SERVICE

SUMMARY OF REQUEST: Approval of provider contract for seasonal and temporary employment services. RFP solicitation resulted in three proposals, which were due February 1, 2005. Proposals were received from:

GoodTemps, 765 W. Norton, Muskegon, MI 49441

MANPOWER, 20 West Muskegon Avenue, Muskegon, MI 49440-1317

Troy Technical Services, Inc., 1000 3-Mile Rd. NW, Grand Rapids, MI 49544

A committee consisting of managers and users reviewed proposals and interviewed bidder representatives. While **GoodTemps** was the low bidder, the decision to award them the contract was not made exclusively on that factor. Overall, **GoodTemps** presented a desirable package in terms of flexibility, responsiveness, hiring and orientation process, reporting, and commitment to equal employment opportunity.

FINANCIAL IMPACT: Seasonal and temporary services are projected to cost approximately \$400,000 during 2005.

BUDGET ACTION REQUIRED: Financial resources are allocated in the 2005 budget.

COMMITTEE RECOMMENDATION: The committee recommends that **GoodTemps** be awarded the 2005-2007 seasonal and temporary services provider contract.

STAFF RECOMMENDATION: Staff recommends and requests approval of the decision to award the seasonal and temporary services contract to **GoodTemps**, contingent upon working out agreement terms acceptable to the City Attorney.

Motion by Commissioner Shepherd, second by Commissioner Spataro to approve the seasonal and temporary services provider contract with GoodTemps.

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

Nays: None

MOTION PASSES

C. Consideration of Bids: Dale Ave., Ruddiman to McGraft. ENGINEERING

SUMMARY OF REQUEST: The paving as well as sanitary sewer upgrade contract (H-1596) on Dale Avenue between Ruddiman Street & McGraft Street be awarded to Dan Hoe Excavating, Inc. out of Holland, MI. Dan Hoe Excavating, Inc. was the lowest, responsible bidder with a bid price of \$96,808.45.

FINANCIAL IMPACT: The construction cost of \$96,808.45 plus related engineering expenses.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: Award the contract to Dan Hoe Excavating, Inc.

Motion by Commissioner Gawron, second by Vice Mayor Larson to award the contract for Dale Avenue, Ruddiman to McGraft to Dan Hoe Excavating, Inc.

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

Nays: None.

MOTION PASSES

D. Consideration of Bids: Evert Street, Allen to Amity. ENGINEERING

SUMMARY OF REQUEST: The paving contract (H-1597) on Evert Street between Allen Avenue & Amity Avenue be awarded to McCormick Sand, Inc. out of Shelby, MI. McCormick Sand, Inc. was the lowest, responsible bidder with a bid price of \$34,977.69.

FINANCIAL IMPACT: The construction cost of \$34,977.69 plus related engineering expenses.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: Award the contract to McCormick Sand, Inc.

Motion by Commissioner Spataro, second by Commissioner Shepherd to award the contract for Evert Street, Allen to Amity, to McCormick Sand, Inc.

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

Nays: None

MOTION PASSES

E. Consideration of Bids: Hudson, Forest to Southern. ENGINEERING

SUMMARY OF REQUEST: The utility work contract (S-588 & W-646) on Hudson between Forest & Southern be awarded to Jackson Merkey Contractors out of Muskegon. Jackson Merkey was the lowest, responsible bidder with a bid price of \$84,223.30.

FINANCIAL IMPACT: The construction cost of \$84,223.30 plus related engineering expenses.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: Award the contract to Jackson Merkey Contractors.

Motion by Commissioner Spataro, second by Commissioner Gawron to award the contract for Hudson between Forest & Southern to Jackson Merkey Contractors.

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

Nays: None

MOTION PASSES

F. Change Order to add the 2005 Sidewalk Replacement Program onto the 2004 Contract. ENGINEERING

SUMMARY OF REQUEST: It is requested that the 2004 Sidewalk contract with Accurate Excavators be amended to include the 2005 Sidewalk Program via a change order at an estimated cost of \$156,007.

FINANCIAL IMPACT: The construction cost of \$156,007 plus related engineering expenses which is estimated at 20%.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: Amend the 2004 contract with Accurate Excavators to include the 2005 project.

Motion by Vice Mayor Larson, second by Commissioner Gawron to amend the 2004 contract with Accurate Excavators to include the 2005 project.

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

Nays: None

MOTION PASSES

G. LED Traffic Signals. ENGINEERING

SUMMARY OF REQUEST: Authorize staff to enter into an agreement with Strain Electric Company out of Grand Rapids, MI, to replace the incandescent signals with LED (light – emitting diode) ones for the purpose of saving energy consumptions and enhancing visibility at more than thirty (30) locations within the City. The cost of this agreement would be \$116,760 with a payback of less than 4-years while the expected life of those LEDs is estimated at 5-7 years.

Strain Electric is being recommended without a formal bid process due to their desire & willingness to extend the unit prices they did the Norton Shores project for in 2004. Norton Shores went through a formal bid process and Strain was selected based on qualifications and being the lowest responsible bidder.

FINANCIAL IMPACT: The cost of labor & materials of \$116,750.

BUDGET ACTION REQUIRED: The upcoming quarterly budget will be revised to reflect this project and eliminate the Lakeshore Drive, Lincoln to McCracken project from the Major Street list of the 2005 CIP budget since our request for grant was not approved by MDOT.

STAFF RECOMMENDATION: Authorize staff to enter into an agreement with Strain Electric to upgrade traffic signals.

Motion by Commissioner Spataro, second by Commissioner Gawron to authorize staff to enter into an agreement with Strain Electric.

ROLL VOTE: Ayes: None

Nays: Warmington, Carter, Davis, Gawron, Larson, Shepherd, and Spataro

MOTION FAILS

2005-15 PUBLIC PARTICIPATION:

Various comments were heard from the public.

Eugene Stout asked where we are with the possible lay off of Fire Fighters. Discussion was held.

Motion by Commissioner Spataro, second by Commissioner Shepherd to refer the issue of inspections by the Fire Department to staff to resolve, which will include a withdrawal of outstanding grievances within 48 hours, or take the necessary steps to reinstate the former Housing Inspection positions and make the required adjustment to the 2005 budget.

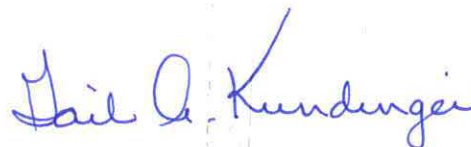
ROLL VOTE: Ayes: Carter, Davis, Gawron, Larson, Shepherd, Spataro, and Warmington

Nays: None

MOTION PASSES

ADJOURNMENT: The City Commission adjourned at 7:23 p.m.

Respectfully submitted,



Gail A. Kunding, MMC
City Clerk

Date: February 8, 2005
To: Honorable Mayor and City Commissioners
From: Gail Kunder, City Clerk
RE: Resolution for Charitable Gaming License

SUMMARY OF REQUEST: Criminal Justice Services, Inc., 1267 Pine Street 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. They would like to hold Bingo games on an ongoing basis.

FINANCIAL IMPACT: None

BUDGET ACTION REQUIRED: None

STAFF RECOMMENDATION: Approval



CRIMINAL JUSTICE SERVICES, INC.

1267 Pine Street
Muskegon Michigan 49442
Phone: 231-722-2349
Fax: 231-903-4155

"Stand for something, or fall for anything"

January 27, 2005

Muskegon City Council
City of Muskegon
933 Terrace
Muskegon MI 49440

Dear Council Members:

My agency would like to apply for a license to conduct a Bingo game on an ongoing basis. I have enclosed our Articles of Incorporation, a letter from the Internal Revenue Service proving that we are a 501 c3 non profit organization and a copy of our brochure which details our services.

The funds derived from Bingo will help us to provide counseling and intervention service to persons who are in trouble with the law. We will also provide funds to help these people secure job training and housing. Funds will also be used to assist persons who are mentally ill and are in need of funds for clothing, food, utility payments, etc when these services cannot be obtained from another agency.

I would appreciate your endorsement so that we can continue our application for a Bingo license.

If you require any additional information, please do not hesitate to contact me.

Sincerely,

Robert S. Teszlewicz
President

Michigan Department of Consumer and Industry Services

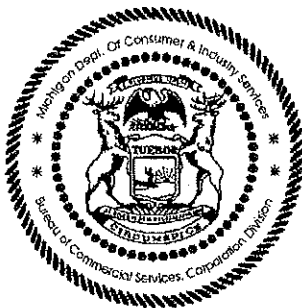
Filing Endorsement

*This is to Certify that the ARTICLES OF INCORPORATION - NONPROFIT
for*

CRIMINAL JUSTICE SERVICES INC.

ID NUMBER: 780712

*received by facsimile transmission on February 5, 2004 is hereby endorsed filed on
February 11, 2004 by the Administrator. The document is effective on the date filed,
unless a subsequent effective date within 90 days after received date is stated in the
document.*



*In testimony whereof, I have hereunto set my
hand and affixed the Seal of the Department,
in the City of Lansing, this 11th day
of February, 2004.*

, Director

Bureau of Commercial Services

**MICHIGAN DEPARTMENT OF CONSUMER & INDUSTRY SERVICES
CORPORATION AND LAND DEVELOPMENT BUREAU**

Date Received

(FOR BUREAU USE ONLY)

This document is effective on the date filed, unless
a subsequent effective date within 90 days after
received date is stated in the document.

Name

Bruce B. Hubbard

Address

77 East John Street

City

Hicksville,

State

NY

Zip Code

11801

EFFECTIVE DATE:

Document will be returned to the name and address you enter above

ARTICLES OF INCORPORATION

For use by Domestic Nonprofit Corporations

(Please read information and instruction on the last page)

Pursuant to the provisions of Act 162, Public Acts of 1982, the undersigned corporation executes the following Articles:

ARTICLE 1

The name of the corporation is:

Criminal Justice Services Inc.

ARTICLE II

The purpose or purposes for which the corporation is organized are: **To provide counseling, consultation, housing and family intervention services to all persons who are on parole, probation or who are presently incarcerated in a jail or prison located within the State of Michigan.**

Said organization is organized exclusively for charitable, religious, educational and scientific purposes, including, for such purposes, the making of distributions to organizations that qualify as exempt organizations under Section 501(c)(3) of the Internal Revenue Code, or corresponding section of any future federal tax code.

No part of the net earnings of the organization shall inure to the benefit of, or be distributable to its members, trustees, officers, or other private persons, except that the organization shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes set forth in the purpose clause hereof. No substantial part of the activities of the organization shall be the carrying on of propaganda, or otherwise attempting to influence legislation, and the organization shall not participate in, or intervene in (including the publishing or distributions of statements) and political campaign on behalf of any candidate for public office.

Notwithstanding any other provision of this document, the organization shall not carry on any other activities not permitted to be carried on (a) by an organization exempt from Federal income tax under section 501 (c) (3) of the Internal Revenue Code, or corresponding section of any future tax code, or (b) by an organization, contributions to which are deductible under section 170 (c) (2) of the Internal Revenue Code, or corresponding section of any future federal tax code.

Upon the dissolution of the organization, assets shall be distributed for one or more exempt purposes within the meaning of section 501 (c) (3) of the Internal Revenue Code, or corresponding section of any future Federal tax code, or shall be distributed to the federal government, or to a state or local government, for a public purpose. Any such assets not disposed of shall be disposed of by the Court of Common Pleas of the county in which the principal office of the organization is then located, exclusively for such purposes or to such organization of organizations, as said Court shall determine, which are organized and operated exclusively for such purposes.

ARTICLE III

The Total authorized shares:

1. The corporation is organized upon a Nonstock basis.
(Stock or Nonstock)
2. If organized on a stock basis, the total number of shares which the corporation has authority to issue is _____ . If the shares are, or are to be, divided into _____ classes, the designation of each class, the number of shares in each class, and the relative rights, preferences and limitations of the shares of each class are as follows:
3. a. If organized on a nonstock basis, the description and value of its real property assets are: (if none, insert "none")
None
- b. The description and value of its personal property assets are: (if none, insert "none")
None
- c. The corporation is to be financed under the following general plan: Donations
- d. The corporation is organized on a Directorship basis.
(Membership or Directorship)

ARTICLE IV

1. The address of the registered office is:
1267 Pine Street Muskegon, Michigan 49442
(Street Address) (City) (ZIP Code)
2. The mailing address of the registered office, if different than above:
_____, Michigan _____
(Street Address or P.O. Box) (City) (ZIP Code)
3. The name of the resident agent at the registered office is:
Robert S. Teszlewicz

ARTICLE V

The name(s) and address(es) of the incorporator(s) is (are) as follows:

Name	Residence or Business Address
<u>Robert S. Teszlewicz</u>	<u>1267 Pine Street, Muskegon, MI 49442</u>

I, (We), the incorporator(s) sign my (our) name(s) this 3rd day of February, 2004

Robert S. Teszlewicz

02-03-04

Name of person or organization
remitting fees:

Bruce B. Hubbard

Preparer's name and business
telephone number:

1-516-935-3940

Internal Revenue Service

Date: June 7, 2004

Criminal Justice Services Inc.
1267 Pine St.
Muskegon, MI 49442-3510

Department of the Treasury
P. O. Box 2508
Cincinnati, OH 45201

Person to Contact:
Michelle Jones 31-07675
Customer Service Specialist
Toll Free Telephone Number:
8:00 a.m. to 6:30 p.m. EST
877-829-5500
Fax Number:
513-263-3756
Federal Identification Number:
38-2755646

Dear Sir or Madam:

This is in response to the amendment to your organizations Articles of Incorporation filed with the state on April 27, 2004. We have updated our records to reflect the name change as indicated above.

In April 1988 we issued a determination letter that recognized your organization as exempt from federal income tax. Our records indicate that your organization is currently exempt under section 501(c)(3) of the Internal Revenue Code.

Based on information subsequently submitted, we classified your organization as one that is not a private foundation within the meaning of section 509(a) of the Code because it is an organization described in sections 509(a)(1) and 170(b)(1)(A)(vi).

This classification was based on the assumption that your organization's operations would continue as stated in the application. If your organization's sources of support, or its character, method of operations, or purposes have changed, please let us know so we can consider the effect of the change on the exempt status and foundation status of your organization.

Your organization is required to file Form 990, Return of Organization Exempt from Income Tax, only if its gross receipts each year are normally more than \$25,000. If a return is required, it must be filed by the 15th day of the fifth month after the end of the organization's annual accounting period. The law imposes a penalty of \$20 a day, up to a maximum of \$10,000, when a return is filed late, unless there is reasonable cause for the delay.

All exempt organizations (unless specifically excluded) are liable for taxes under the Federal Insurance Contributions Act (social security taxes) on remuneration of \$100 or more paid to each employee during a calendar year. Your organization is not liable for the tax imposed under the Federal Unemployment Tax Act (FUTA).

Organizations that are not private foundations are not subject to the excise taxes under Chapter 42 of the Code. However, these organizations are not automatically exempt from other federal excise taxes.

Donors may deduct contributions to your organization as provided in section 170 of the Code. Bequests, legacies, devises, transfers, or gifts to your organization or for its use are deductible for federal estate and gift tax purposes if they meet the applicable provisions of sections 2055, 2106, and 2522 of the Code.

Criminal Justice Services Inc.
38-2755646

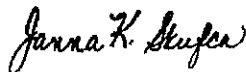
Your organization is not required to file federal income tax returns unless it is subject to the tax on unrelated business income under section 511 of the Code. If your organization is subject to this tax, it must file an income tax return on the Form 990-T, Exempt Organization Business Income Tax Return. In this letter, we are not determining whether any of your organization's present or proposed activities are unrelated trade or business as defined in section 513 of the Code.

Section 6104 of the Internal Revenue Code requires you to make your organization's annual return available for public inspection without charge for three years after the due date of the return. The law also requires organizations that received recognition of exemption on July 15, 1987, or later, to make available for public inspection a copy of the exemption application, any supporting documents and the exemption letter to any individual who requests such documents in person or in writing. Organizations that received recognition of exemption before July 15, 1987, and had a copy of their exemption application on July 15, 1987, are also required to make available for public inspection a copy of the exemption application, any supporting documents and the exemption letter to any individual who requests such documents in person or in writing. For additional information on disclosure requirements, please refer to Internal Revenue Bulletin 1999 - 17.

Because this letter could help resolve any questions about your organization's exempt status and foundation status, you should keep it with the organization's permanent records.

If you have any questions, please call us at the telephone number shown in the heading of this letter.

Sincerely,

A handwritten signature in cursive script that reads "Janna K. Skufca".

Janna K. Skufca, Director, TE/GE
Customer Account Services



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

2005-11(b)

LOCAL GOVERNING BODY RESOLUTION FOR CHARITABLE GAMING LICENSES

(Required by MCL 432.103(9))

At a Regular meeting of the City Commission
REGULAR OR SPECIAL TOWNSHIP, CITY, OR VILLAGE COUNCIL/BOARD

called to order by Mayor Warmington on February 8, 2005
DATE

at 5:30 ~~am~~ p.m. the following resolution was offered:
TIME

Moved by Commissioner Gawron and supported by Commissioner Shepherd

that the request from Criminal Justice Services of Muskegon,
NAME OF ORGANIZATION CITY

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

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

gaming license, be considered for Approval.
APPROVAL/DISAPPROVAL

APPROVAL

Yeas: 7

Nays: 0

Absent: 0

DISAPPROVAL

Yeas: _____

Nays: _____

Absent: _____

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

adopted by the City Commission at a Regular
TOWNSHIP, CITY, OR VILLAGE COUNCIL/BOARD REGULAR OR SPECIAL

meeting held on February 8, 2005.
DATE

SIGNED: Gail A. Kunderger
TOWNSHIP, CITY, OR VILLAGE CLERK

Gail A. Kunderger, MMC, City Clerk

PRINTED NAME AND TITLE

933 Terrace, Muskegon, MI 49440

ADDRESS

COMPLETION: Required.
PENALTY: Possible denial of application.

BSL-CG-1153(R7/02)

Date: February 8, 2005
To: Honorable Mayor and City Commissioners
From: Gail A. Kunding, City Clerk
RE: Fireworks Display – Shrine Circus

SUMMARY OF REQUEST: Jordan Productions, Inc., is requesting approval of a fireworks display permit for March 4th and 5th at the Walker Arena. Fire Marshall Metcalf will inspect the fireworks. The insurance coverage has been approved.

FINANCIAL IMPACT: None.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: Approval contingent on inspection of the fireworks.

2005-11(c)
PERMIT

FOR FIREWORKS DISPLAY

Act 358, P.A. 1968

This permit is not transferable. Possession of this permit by the herein named person will authorize him to possess, transport and display fireworks in the amounts, for the purpose, and at the place listed below only.

TYPE OF DISPLAY: ☒ PUBLIC DISPLAY ☐ AGRICULTURAL PEST CONTROL

ISSUED TO: Jordan Productions

NAME Jody Jordan

ADDRESS 4040 S. Pearl St., Las Vegas, NV^{AGE} 37

REPRESENTING

NAME OF ORGANIZATION, GROUP, FIRM OR CORPORATION

Saladin Shrine Center

ADDRESS 4200 Saladin Dr., S.E., Grand Rapids, MI

NUMBER & TYPES OF FIREWORKS:

Indoor Fireworks: 3 Displays over Circus Rings

2 Slow Sparkle 2 Concussion

2 Fast Sparkle 2 Aerial

DISPLAY: L. C. Walker Arena

EXACT LOCATION

955 4th St., Muskegon, MI

CITY, VILLAGE, TOWNSHIP

DATE

TIME

March 4 & 5, 2005

As Scheduled

BOND OR INSURANCE FILED: ☒ YES ☐ NO AMOUNT \$1,000,000.

ISSUED BY:

Issued by action of the MUSKEGON CITY COMMISSION

(council, commission, board)

of the CITY

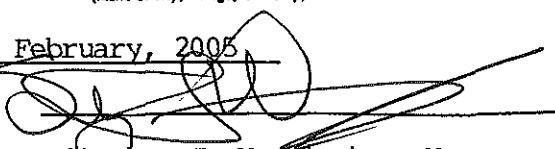
(city, village, township)

of

MUSKEGON

(name of city, village, township)

on the 8th day of February, 2005


Stephen J. Warmington, Mayor

(signature & position of council, commission or board representative)

Jan 05 05 10:15a

JORDAN WORLD CIRCUS

(702) 451-2822

p.2

Jan. 3. 2005 11:26AM WALKER ARENA-MUSK MUSKEGON CITY CLERK

No.7956

rp. 2 of 2

PM-32(12-88)

**APPLICATION
FOR FIREWORKS DISPLAY PERMIT
Act 358, P.A. 1968**

DATE OF APPLICATION

1-5-05

1. TYPE OF DISPLAY:



Public Display



Agricultural Pest Control

2. APPLICANT

NAME OF PERSON

Jody Jordan

ADDRESS

4040 S. Pearl St., Las Vegas, NV. 89121

AGE: Must be 21 or over

37

IF A CORPORATION: Name of President

Jordan Productions

ADDRESS

Same

3. PYROTECHNIC OPERATOR

NAME

Jody Jordan

ADDRESS

Same

AGE: Must be 21 or over

37

EXPERIENCE:

NUMBER OF YEARS

11 Years

NUMBER OF DISPLAYS

150-200 Shows

WHERE

On tour w/Shrine Circus

NAMES OF ASSISTANTS:

NAME

ADDRESS

AGE

NAME

ADDRESS

AGE

4. NON-RESIDENT APPLICANT

NAME

Jody Jordan

ADDRESS

4040 S. Pearl St., Las Vegas, NV. 89121

Name of Michigan Attorney or Resident Agent

Saladin Shrine Center

ADDRESS

4200 Saladin Dr. S.E., Grand Rapids

TELEPHONE NUMBER

5. EXACT LOCATION OF PROPOSED DISPLAY

I.C. Walker Arena, 955 4th St. Muskegon, Mi 49440

DATE

March 4-4⁵ 2005

TIME

As scheduled

6. NUMBER AND KINDS OF FIREWORKS TO BE DISPLAYED

Indoor Fireworks: 3 Displays over Circus Rings

2 Slow Sparkle

2 Fast Sparkle

2 Concussion

2 Aerial

MANNER & PLACE OF STORAGE PRIOR TO DISPLAY

Pyro Specialty Box w/ Lock

(Subject to Approval of Local Fire Authorities)

7. FINANCIAL RESPONSIBILITY

A. AMOUNT OF BOND OR INSURANCE

(to be set by municipality)

\$ 2,000,000.00

B. BONDING CORPORATION OR INSURANCE COMPANY: NAME

Brook & Associates - Rich Brooks

ADDRESS

1338 Park Av. River Forest, I. 60305

cc: Major

ACORD CERTIFICATE OF INSURANCE						DATE (MM/DD/YY) 10-15-04	
PRODUCER RICHARD A. BROOKS AND ASSOCIATES, LTD. 1338 PARK AVE. RIVER FOREST, IL. 60305 708 771 3553				THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.			
INSURED JORDAN PRODUCTIONS, INC. 4040 S. PEARL STREET LAS VEGAS, NV 89121				COMPANIES AFFORDING COVERAGE COMPANY A UNDERWRITERS, LLOYDS OF LONDON COMPANY B FIRE AND CASUALTY INSURANCE COMPANY COMPANY C COMPANY D			
COVERAGES THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOT WITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.							
CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS		
A	GENERAL LIABILITY	D3000CP00003116-3	10-15-04	10-15-05	GENERAL AGGREGATE	\$ 2,000,000.	
	☒ COMMERCIAL GENERAL LIABILITY				PRODUCTS - COM/OP AGG	\$ 1,000,000.	
	☐ CLAIMS MADE ☒ OCCUR				PERSONAL & ADV INJURY	\$ 1,000,000.	
	OWNER'S & CONTRACTOR'S PROF				EACH OCCURRENCE	\$ 1,000,000.	
					FIRE DAMAGE (Any one fire)	\$ 50,000.	
					MED EXP (Any one person)	\$	
B	AUTOMOBILE LIABILITY	ASR 001399-5	5-3-04	5-3-05	COMBINED SINGLE LIMIT	\$ 1,000,000.	
	☐ ANY AUTO				BODILY INJURY (Per person)	\$ 1,000,000.	
	☒ ALL OWNED AUTOS				BODILY INJURY (Per accident)	\$ 1,000,000.	
	☐ SCHEDULED AUTOS				PROPERTY DAMAGE	\$ 1,000,000.	
	☐ HIRED AUTOS						
	NON-OWNED AUTOS						
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	\$	
	☐ ANY AUTO				OTHER THAN AUTO ONLY	\$	
					EACH ACCIDENT	\$	
					AGGREGATE	\$	
	EXCESS LIABILITY				EACH OCCURRENCE	\$	
	☐ UMBRELLA FORM				AGGREGATE	\$	
	☐ OTHER THAN UMBRELLA FORM					\$	
	WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY				STATUTORY LIMITS	\$	
	☐ THE PROPRIETOR/ PARTNERS/EXECUTIVE OFFICERS ARE				EACH ACCIDENT	\$	
	☐ INCL ☐ EXCL				DISEASE - POLICY LIMIT	\$	
					DISEASE - EACH EMPLOYEE	\$	
OTHER SHOW DATES: March 4-5, 2005		LOCATION: Muskegon, Mi.					
DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS ADDITIONAL INSURED IN REGARD TO THE OPERATIONS OF THE NAMED INSURED: Arena Management Group, LLC: City of Muskegon, Mi.: plus those entities listed on the attached addendum							
CERTIFICATE HOLDER City of Muskegon, Mi 933 Terrace Street Muskegon, Mi 49440				CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.			
AUTHORIZED REPRESENTATIVE							
ACORD 25-S (3/03)				© ACORD CORPORATION 1993			

JORDAN PRODUCTIONS, INC.**ADDENDUM TO CERTIFICATE OF INSURANCE**

In consideration of the agreements by and between the parties, the undersigned;

JORDAN PRODUCTIONS, INC.

according to the terms of the attached insurance certificate, hereby agree to indemnify:

SAI ADIN SHRINE CENTER, A.A.O.N.M.S.;
THE IMPERIAL COUNCIL, A.A.O.N.M.S. AN IOWA CORPORATION, AND ALL
OF THEIR AFFILIATED CORPORATIONS
SHRINERS HOSPITALS FOR CHILDREN, A COLORADO CORPORATION; AND
ALL OF THEIR AFFILIATED CORPORATIONS
ARENA MANAGEMENT GROUP, L.L.C.
CITY AND COUNTY OF MUSKEGON, ALL ELECTED OFFICIALS; ALL
EMPLOYEES AND VOLUNTEERS; ALL BOARD, COMMISSIONS AND
AUTHORITIES AND VOLUNTEERS THEREOF.

from any and all claim, demands and suits, including death, to any person(s) or damage to the property of any person(s) arising out of and in the course of operations connected with the circus show to be held March 4 & 5, 2005.

Above said operations include animal rides, moonbounce, concessions, and any and all circus activities including indoor fireworks.

JORDAN PRODUCTIONS, INC.
PRODUCERS OF
JORDAN WORLD CIRCUS

FACSIMILE TRANSMITTAL SHEET

TO:	FROM:
IRENE - CITY CLUNK'S GEM	Bill Rice
COMPANY:	DATE:
CITY OF VEGAS GEM	1-5-5
FAX NUMBER:	TOTAL NO. OF PAGES (INCLUDING COVER):
231 724-4172	4
PHONE NUMBER:	SENDER'S REFERENCE NUMBER:
231 724-6705	
RE:	YOUR REFERENCE NUMBER:
PYRO ADULT	

☐ URGENT ☐ FOR REVIEW ☐ PLEASE COMMENT ☐ PLEASE REPLY ☐ PLEASE RECYCLE

NOTES/COMMENTS:

IRENE:
PLEASE NOTE: NOBLE DON PRINCE FROM
SALADIN STATIONS WILL BRING YOU
A CHECK FOR THE RES. PLEASE
CONTACT ME IF YOU NEED ANYTHING ELSE.
WE ARE IN NOW TO 6 PM YOUR TIME.

THANKS



4040 S. PEARL STREET, LAS VEGAS, NV. 89121, USA
PHONE: (702) 456-2642 ~ FAX: (702) 451-2822



**MUSKEGON SHRINE CLUB
MASONIC TEMPLE**
396 W. CLAY AVENUE
MUSKEGON, MI 49440

EXPLANATION	AMOUNT

74-347/724

2449

AMOUNT

DOLLARS

CHECK
AMOUNT

DATE	TO THE ORDER OF	DESCRIPTION	CHECK NUMBER
7-05	City of Muskegon	Pyrotechnic License	2449

\$ 50.00

Don Pringle

HUNTINGTON NATIONAL BANK
MUSKEGON, MICHIGAN 49443

⑈002449⑈ ⑆072403473⑆ 01171206729⑈

Date: February 8, 2005
To: Honorable Mayor and City Commissioners
From: Legislative Policy Committee
RE: Amendment to City Commission Rules and Procedures

SUMMARY OF REQUEST: To adopt the amendment to the City Commission Rules and Procedures to include the following addition:

Under Section titled Guidelines of Conduct, Paragraph C add #4 to say "Before any commissioner accepts an appointment to any out of state board which may involve out of state travel, he or she must first bring it before the entire Commission for consideration."

FINANCIAL IMPACT: None.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: Approval.

COMMITTEE RECOMMENDATION: Recommends Approval.

CITY OF MUSKEGON

CITY COMMISSION

**RULES AND
PROCEDURES**

CONTENTS

RULES OF THE CITY COMMISSION

- A. Regular & Special Meetings**
- B. Meeting Procedures**
- C. Closed Meetings**
- D. Voting & Discussion**
- E. Citizen Participation**
- F. Agenda**
- G. Consent Agenda**
- H. Recording of Meeting**
- I. Miscellaneous**
- J. Committee Assignments**
- K. Manager Evaluation Process**

GUIDELINES FOR CONDUCT

- A. Public Relations**
- B. City Commission Relations with City Staff**
- C. City Commission Relations with Appointed City Commissions and Committees and Commission Member Representation to other Agencies and Groups**

RESOLUTION

A RESOLUTION OF THE CITY OF MUSKEGON ADOPTING RULES OF THE CITY COMMISSION FOR THE CONDUCT OF COMMISSION MEETINGS AND A CODE OF CONDUCT.

BE IT RESOLVED by the City Commission of the City of Muskegon that said Commission does hereby adopt certain rules of procedures and conduct as follows:

RULES OF THE CITY COMMISSION

A. REGULAR AND SPECIAL MEETINGS:

1. REGULAR MEETINGS

Regular meetings of the City Commission will be held on the second and fourth Tuesday of each month beginning at 5:30 p.m., local prevailing time, at the City Hall, 933 Terrace Street, Muskegon. Regular meetings may be rescheduled to other times by a vote of the Commission.

2. SPECIAL MEETINGS

A special meeting may be called by the Mayor or any of two (2) or more members of Commission and upon at least eighteen (18) hours notice to each member.

3. BUSINESS AT SPECIAL MEETINGS

No business shall be transacted at any special meeting of the Commission unless the same has been stated in the required notice of such meeting.

4. STUDY SESSION MEETINGS

The Study worksession meetings will be held on the Monday preceding the second Tuesday of each month at 5:30 p.m. in City Hall, 933 Terrace Street.

5. REGULAR AND SPECIAL MEETING NOTICE (POSTING) REQUIREMENTS.

- a) For regular meetings of the Commission, the Clerk shall post at the City Hall, within three (3) days after the first meeting of the Commission in each calendar year, a public notice stating the dates, times, and places of its regular meeting for the year.
- b) For a rescheduled regular or a special meeting, of the Commission, a public notice stating the date, time, place and reason of the meeting shall be posted in City Hall at least 18 hours before the meeting.

- c) However, such notice, as described in 5a and b above, is not required for a meeting of the Commission in emergency session in the event of a widespread natural disaster or a severe and imminent threat to the health, safety or welfare of the public when two-thirds of the members of the Commission determine that delay would be detrimental to the City's efforts in responding to the threat.

6. MAILING OF MEETING AGENDAS

Upon written request of an individual, organization, firm or corporation, and upon the requesting party's payments of an annual fee of not more than the reasonable estimated cost for printing and postage of such notices, the Clerk shall send to the requesting party by first class mail a copy of regular meeting agendas. Upon written request, the Clerk shall provide a copy of such notices of meetings to any newspaper published in the City of Muskegon and to any radio and television station located in Muskegon County free of charge.

7. MINUTES OF REGULAR AND SPECIAL MEETINGS

- a) A journal of the proceedings of each regular and special meeting will be kept in the English language by the Clerk and shall be signed by the City Clerk, upon approval of Commission.
- b) Unapproved minutes of regular or special meetings will be available for public inspection not more than eight business days after such meeting.
- c) Approved minutes will be available for public inspection not later than five business days after the meeting at which the minutes were approved.

B. MEETING PROCEDURES:

1. MEETINGS TO BE PUBLIC

All regular and special meetings of the City Commission shall be open to the public and citizens shall have a reasonable opportunity to be heard under such rules and regulations as the Commission may prescribe.

2. ORDER OF BUSINESS

An agenda for each Regular Commission meeting shall be prepared by the Mayor, City Manager or City Clerk in accordance with the following order of business:

- a. Call Meeting to Order/Welcome
- b. Prayer
- c. Pledge of Allegiance
- d. Roll Call
- e. Honors and Awards
- f. Consent Agenda

- g. Public Hearings
- h. Communications
- i. City Manager's Report
- j. Unfinished Business
- k. New Business
- l. Any Other Business
- m. Public Participation
- n. Adjournment

3. **QUORUM**

Four (4) members of the Commission in office at the time shall be a quorum for the transaction of business.

4. **PRESIDING OFFICER**

The presiding officer shall be responsible for enforcing the Rules of the City Commission, contained herein, as well as the Code of Conduct. The Mayor shall be the presiding officer of the Commission. In the absence of or disability of the Mayor, the Vice-Mayor shall be the presiding officer of the Commission. In the absence or disability of both, the Commission, may designate another of its members to serve as presiding officer during such absence or disability.

C. **CLOSED MEETINGS:**

1. **PURPOSE**

The City Commission may only meet in closed session for purposes defined in the Michigan Open meetings Act as follows:

- a) To consider the dismissal, suspension, or disciplining of, or to hear complaints or charges brought against, a public officer, employee, staff member, or individual agent, when the named person requests a closed hearing.
- b) For strategy and negotiation sessions connected with the negotiation of a collective bargaining agreement or related issues when either negotiating party requests a closed hearing.
- c) To consider the purchase or lease of real property up to the time an option to purchase or lease that real property is obtained. This does not include the sale, lease or other conveyance of City property to others.
- d) To consult with its attorney regarding trial or settlement strategy in connection with specific pending litigation, but only when an open meeting would have a detrimental financial effect on the litigating or settlement position of the Commission.

- e) To review the specific contents of an application for employment or appointment to a public office when the candidate requests that the application remain confidential. All interviews by a public body for employment or appointment to a public office shall be held in an open meeting pursuant to this act.
- f) To consider material exempt from discussion or disclosure by state or federal statute.

2. **CALLING CLOSED SESSIONS:**

A two-thirds roll call vote of the Commission members elected and serving shall be required, except under Sections (a) and (b) above. The roll call vote shall be taken at an open meeting and the purpose for calling the closed session shall be entered into the minutes of the meeting at which the vote is taken.

3. **MINUTES OF CLOSED MEETINGS**

A separate set of minutes shall be taken by the Clerk or the designated Secretary at the closed session. These minutes will be retained by the Clerk of the Commission, shall not be available to the public, and shall be disclosed if required by a civil action. These minutes shall be kept for a period of one year from the date of the closed meeting.

4. **CONFIDENTIALITY OF CLOSED MEETING INFORMATION**

A City Commission member shall not divulge to an unauthorized person confidential information discussed in an executive session in advance of the time prescribed for its authorized release to the public by the City Commission. Commission members shall honor the confidentiality of the debate, discussion, and preliminary action taken in executive session, and be aware of the potential financial liability and/or harm to the reputation of the City by premature disclosure.

D. **VOTING AND DISCUSSION:**

1. **ROLL CALL**

In all roll call votes, the names of the members of the Commission shall be called. A vote upon all ordinance enactments, rezoning issues, and liquor license requests shall be taken by a roll call vote and entered upon the records.

2. **RESULTS OF VOTING**

In all cases where a vote is taken, the Chair or Clerk shall declare the result.

3. DUTY TO VOTE

Whenever a question is put before the Chair, every member shall vote, provided however, that no member shall be required to vote if:

- a) That member shall have a conflict of interest and shall state his/her conflict of interest, or
- b) That member shall state that he/she has inadequate information upon which to base a reasonably informed vote and shall state the particulars of the information desired before a reasonable informed vote can be cast.

(Absence from a prior meeting shall not constitute the basis of the lack of information referred to above)

If a member is precluded from voting pursuant to a conflict of interest, that member shall refrain from participating in the discussion on the issue.

4. CONDUCT OF DISCUSSION

The maker of the motion shall speak first; the supporter of the motion shall speak second. During Commission discussion and debate, no member shall speak until recognized for the purpose by the Chair. After such recognition the member shall confine discussion to the question at hand. Personal comments about other individuals should be avoided. When addressing other members of the Commission they should be addressed by title and/or last name but not by first name. No member should request to speak a second time on a motion as long as another is requesting recognition to speak for a first time.

5. COMMISSION MEMBER REQUESTS FOR POSTPONEMENTS

Requests for postponements on agenda items from members of Commission requires approval by a majority of Commission present.

6. RULES OF PARLIAMENTARY PROCEDURE

The rules of parliamentary practice as contained in Robert's Rules of Order, most recent edition, shall govern the Commission in all cases to which they are applicable, provided they are not in conflict with these Rules or with the Ordinances and Charter of the City of Muskegon.

7. RECONSIDERATION OF MOTIONS

When a question has been decided, it shall be in order for any Commission member who voted on the prevailing side of the question to move the reconsideration at the same meeting or at the next regularly scheduled meeting, provided no action has been taken as a result of the previous vote.

8. **GENERAL CONSENSUS**

General consent or consensus may be used to give direction and the minutes should indicate that a majority consented.

E. **CITIZEN PARTICIPATION:**

1. **GENERAL**

Each Commission meeting agenda shall provide for reserve time for audience participation, as requested.

2. **REQUESTS TO SPEAK, LENGTH OF PRESENTATION - PUBLIC HEARINGS AND PUBLIC PARTICIPATION**

Members of the public at the meeting shall not speak unless recognized by the chair. Members of the public shall be limited to speaking for a maximum of three (3) minutes during any public hearing or public comment. A person representing a group and speaking on behalf of the group shall be allowed ten (10) minutes to address Commission. They must first submit a written request form with the City Clerk prior to start of the meeting at which they wish to speak.

3. **PERSONS ADDRESSING THE COMMISSION**

Prior to addressing Commission, members of the public shall step up to the microphone/podium and state their name and address and, if appropriate, group affiliation. The Commission may in its discretion limit public comments to new information or matters not fully addressed at any previous meeting regarding the agenda item at issue.

4. **DEVIATION**

Either in his/her discretion, or upon the request of a member of the Commission, the Mayor may recognize a member of the audience who shall be permitted to address the Commission at a time other than audience participation; however, all other rules as provided herein shall apply.

5. **REQUESTS TO SPEAK DURING PUBLIC PARTICIPATION.**

- a. Any person who wishes to speak on a subject not on the printed agenda may speak at this time. All rules of conduct still apply.
- b. Candidates or any person(s) working for a candidate shall not be allowed to use public participation time for campaigning.

6. DISORDERLY CONDUCT AT MEETINGS.

Persons addressing the Commission shall make responsible comments and shall refrain from making personal, impertinent, slanderous or profane remarks. The Chairperson may call to order any person who is being disorderly by speaking when not recognized by the chair or otherwise disrupting the proceeding by failing to be germane, by speaking longer than the allotted time, or by speaking vulgarities. Such persons shall thereupon be seated until the Chair shall have determined whether the person is in order. If a person so engaged in presentation shall be called out of order, he or she shall not be permitted to speak at the same meeting, except upon special leave by the Commission. If the person shall continue to be disorderly and disrupt the meeting, the chair may order the Police Department to remove the person from the meeting.

F. AGENDA:

1. PREPARATION

The City Manager and City Clerk shall prepare an agenda for each regular or special meeting of the City Commission. The deadline for submitting items for Commission agenda is 4:00 p.m. on the Tuesday preceding the Tuesday of the Commission meeting to the City Clerk. Agenda items from Commission members should be submitted in writing by this same time to the City Manager. Requested items will appear on a meeting agenda within three meetings after request is made.

2. DISTRIBUTION

Agendas, ordinances and all related background material will be delivered to City Commission members at their requested location, the Thursday before the scheduled regular meeting, or at least 12 hours before a scheduled special meeting.

3. AGENDA MATERIAL

Department Heads and all others shall submit written requests for inclusion on the agenda to the City Clerk with all necessary supporting data. Written presentations shall be submitted by 4:00 p.m. on the Tuesday preceding the Tuesday Commission meeting for circulation with agendas. Agenda requests could be delayed to a later meeting if related information is not received by the City Clerk in a timely manner.

G. CONSENT AGENDA:

1. PURPOSE.

A consent agenda will be used to allow the City Commission to act on numerous administrative or non-controversial items at one time.

2. **AGENDA ITEMS.**

A consent agenda will be developed by the City Clerk and/or City Manager prior to the regular meeting. Items that could be included on this agenda include non-controversial items such as approval of minutes, payment of bills, approval of recognition resolutions, pay raises, etc. Any member of the Commission may request that an item be removed from the consent agenda and placed on the regular agenda for discussion.

H. **RECORDING OF COMMISSION MEETINGS:**

1. **MEETINGS MAY BE RECORDED**

All regular or special meetings of the City Commission may be recorded through the use of audio/visual electronic devices. Such recordings will be under the control and supervision of the City Clerk.

2. **RETENTION OF RECORDS**

Any recordings from Commission meetings may be retained by the City Clerk for a period of two (2) years from the date of the meeting.

I. **MISCELLANEOUS:**

1. **AMENDMENTS TO RULES**

The rules of the City Commission may be altered or amended by a majority vote of two-thirds of the entire Commission.

2. **SUSPENSION OF RULES**

The rules of the City Commission may be suspended for good cause for a specified portion of a meeting by a two-thirds majority of the entire Commission.

3. **CONTROLLING AUTHORITY**

These rules shall control, unless preempted by City Charter, State laws or the Court.

4. **REVIEW OF CONSULTANTS**

City Commission shall make an annual internal evaluation of consultants at the time of review of the City budget to determine if the services being provided are satisfactory and if judged to be inappropriate, will move to proceed with establishing a more formal review process.

5. RESOLUTIONS OF RECOGNITION

Requests for resolutions will be made and acted on at the Community Relations Committee meeting. All Commissioners will sign resolutions voted on and approved. As Mayor, the Mayor can sign any other resolutions.

J. COMMITTEE ASSIGNMENTS

1. ASSIGNMENTS

The Mayor may assign Commission members to any committee as is deemed necessary, with approval of the City Commission.

2. RESPONSIBILITIES

Commission member's responsibilities as committee members will be generally limited to policy and not the administration of a department or appointed organization.

K. CITY MANAGER EVALUATION PROCESS

The City Manager will be evaluated by the members of the City Commission before July 1st each year. Forms and materials will be sent out by the City Clerk and all completed forms will be returned to the City Clerk for compiling. A report will be generated by the City Clerk with the results of the evaluations. A meeting with the City Manager and City Commissioners will be scheduled to review the evaluations.

To: City Commission
From: City Clerk
Date: May 1, 2003
RE: City Manager Evaluation

Attached you will find the information and paperwork for your process of evaluating the City Manager.

Evaluation Form	The form has both an area for rating by number and a spot for writing your comments.
-----------------	--

Form Ratings	Displays the rating scale.
--------------	----------------------------

Procedures	Indicates the time frame for this process.
------------	--

The procedures indicate that you need to turn into me your completed forms by May 28, 2003. That would allow me time to compile the results and forward to you for your meeting with the city manager.

If you have any questions, please call me at 724-6721.

CITY MANAGER EVALUATION PROCEDURES

May 1 - 15

Evaluation forms sent to City Commission by no later than May 15th. Also included will be a letter with instructions and deadline date for turning forms in.

May 15 - 17

Reminder letter sent to commissioners with deadline date to turn in forms.

May 20 - 24

Reminder letter of due date for forms sent to commissioners.

May 28

Evaluation forms are due to the City Clerk.

1st week in June

Results compiled by City Clerk.

Copies of individual evaluation forms provided to City Manager.

Copies of compiled results forwarded to City Commission and City Manager.

City Worksession

June 9, 2003

Manager's evaluation.

Consideration of Manager's Wage & Benefit Package.

City Commission Meeting

June 10, 2003

Put on Agenda if necessary.

Original evaluations and copy of compiled report filed in City Manager's office.

City Manager Evaluation
Form Ratings

- | | |
|--------|-----------------------------|
| 1 – 2 | Performance Unsatisfactory. |
| 3 – 4 | Needs Improvement. |
| 5 – 6 | Satisfactory Performance. |
| 7 – 8 | Good Performance. |
| 9 – 10 | Excellent Performance. |

CONFIDENTIAL

CITY MANAGER PERFORMANCE EVALUATION

City of Muskegon, Michigan

Rate from 1-10
(10 being excellent)

Date: _____
Evaluator _____

Circle Rating

Responsibility or Characteristic

GENERAL ADMINISTRATION

1 2 3 4 5 6 7 8 9 10

Manpower Development: Does he appoint and train effective Subordinates? Is he able to recruit and retain quality employees?

1 2 3 4 5 6 7 8 9 10

Leadership: Does he motivate others to maximum performance? Is he respected as demanding but fair?

1 2 3 4 5 6 7 8 9 10

Supervision: Does he adequately supervise and direct the activities of the Department Heads and staff? Is he able to control the operational activities of the City through others? Is he available to his employees for guidance and counseling? Does he effectively develop Department Heads and staff people?

1 2 3 4 5 6 7 8 9 10

Job Organization: Does he delegate responsibility effectively? Does he use his time productively? Does he program activities in an orderly and systematic way?

1 2 3 4 5 6 7 8 9 10

Execution of Policy: Does he understand and comply with the overall policies, law and philosophy of the City? Do his efforts lead towards successful accomplishment of goals? Does he measure results against goal and take corrective action?

1 2 3 4 5 6 7 8 9 10

Planning: Does the Manager translate policies and objectives into specific and effective programs? Does the Manager independently recognize problems, develop relative facts, formulate alternate solutions and decide on appropriate recommendation?

1 2 3 4 5 6 7 8 9 10

Budget: Is the budget developed in a systematic and effective manner? Is the budget proposal for the Manager normally reasonable and appropriate? Does he carry out the budget satisfactorily and control expenses within the levels set in the budget?

1 2 3 4 5 6 7 8 9 10

Communication: Does he keep appropriate people informed? Do he present his thoughts in an orderly and understanding manner? Is he able to be persuasive?

1 2 3 4 5 6 7 8 9 10

Reporting: Does he submit accurate and complete staff reports on schedule? Do the reports adequately convey information on the operation of the City?

1 2 3 4 5 6 7 8 9 10

Commission Communication: Does the Manager provide the Commission with adequate information to make decisions?

1 2 3 4 5 6 7 8 9 10

Written Communication: How effective are the Manager's letters, memoranda and other forms of written information?

1 2 3 4 5 6 7 8 9 10

Response to Commission: Does the Manager respond in a positive way to suggestions and guidance from the Commission? Is the Manager attuned to the Commission's attitudes, feelings and needs?

1 2 3 4 5 6 7 8 9 10

Productivity: Can the Manager be depended on for sustained productive work? Does the Manager readily assume responsibility? Does the Manager meet time estimates within his control?

1 2 3 4 5 6 7 8 9 10

Stress Management: Is the Manager able to resolve problems under strain and unpleasant conditions? How well does the Manager tolerate conditions of uncertainty? Does the Manager respond well to stressful situations and adequately deal with the stress inherent to the position?

GENERAL ADMINISTRATION COMMENTS: _____

EXTERNAL RELATIONSHIPS

1 2 3 4 5 6 7 8 9 10

Community Relations: Is the Manager skillful in his dealings with the news media? Does he properly avoid politics and partisanship? Does he show an honest interest in the community? Does he properly convey the policies and programs of the City?

1 2 3 4 5 6 7 8 9 10

Community Reputation: What is the general attitude of the community to the Manager? Is he regarded as a man of high integrity and ability? Is his public credibility an asset or liability to the City?

1 2 3 4 5 6 7 8 9 10

Professional Reputation: How does the Manager stand among his colleagues? Does he deal effectively with other public managers? Is he respected by professional and staff representatives of other cities and counties?

1 2 3 4 5 6 7 8 9 10

Intergovernmental Relations: Does the Manager work effectively with federal, state, and other local government representatives? Is his relationship with other local government officials beneficial to the City? Is he able to facilitate cooperative efforts among various local agencies and the City?

EXTERNAL RELATIONSHIP COMMENTS: _____

This image shows a single sheet of white paper with horizontal blue or grey ruling lines. The lines are evenly spaced and run across the width of the page. There is no handwriting or other markings on the paper.

PERSONAL CHARACTERISTICS

1 2 3 4 5 6 7 8 9 10

Imagination: Does he show originality in approaching problems? Does he create effective solutions? Is he able to visualize the implications of various alternatives?

1 2 3 4 5 6 7 8 9 10

Objectivity: Is he unemotional and unbiased? Does he take a rational and impersonal viewpoint based on facts and qualified opinions? Is he able to divide his personal feelings from those which would most effectively convey the City's interest?

1 2 3 4 5 6 7 8 9 10

Drive: Is the Manager energetic and willing to spend the time necessary to do a good job? Does he have good initiative and is he a self-starter? Does he have good mental and physical stamina?

1 2 3 4 5 6 7 8 9 10

Judgment and Decisiveness: Is he able to reach quality decisions in a timely fashion? Are his decisions generally good? Does he exercise good judgment in making decisions and in his general conduct?

1 2 3 4 5 6 7 8 9 10

Attitude: Is he enthusiastic? Cooperative? Willing to adapt? Does he have an enthusiastic attitude toward the City, both professionally and personally?

1 2 3 4 5 6 7 8 9 10

Self Assurance: Is the Manager self assured of his abilities? Is he able to be honest with himself and take constructive criticism? Does he take responsibility for mistakes which are his? Is he confident enough to make decisions and take actions as may be required without undue supervision from the Commission?

PERSONAL CHARACTERISTICS COMMENTS: _____

OVERALL GENERAL COMMENTS

CITY OF MUSKEGON

GUIDELINES OF CONDUCT

A. PUBLIC RELATIONS

1. Members of Commission should refrain from argument with a member of the public or staff at Commission meetings since these arguments seldom resolve concerns and many times inflame feelings at a public meeting. Any concerns by a member of Commission over the behavior or work of a City employee during a Commission meeting should be directed to the City Manager to ensure the concern is addressed.

B. CITY COMMISSION RELATIONS WITH CITY STAFF

1. There shall be mutual respect from both Staff and Commission members of their respective roles and responsibilities when and if expressing criticism in public session.
2. Requests for information or questions by the City Commission shall be directed to the City Manager *or the appropriate Department Head*. All non-routine requests should be submitted to the City Manager's office. All complaints shall be submitted to the City Manager.
3. All written informational material requested by individual Commission members shall be submitted to the City Manager who will transmit them to all Commission members with the notation indicating which Commission member requested the information.
4. Commission shall not attempt to correct or influence Staff in the selection of employees, recommendations for the awarding of contracts, the selection of consultants, the processing of development applications or the granting of City licenses or permits.
5. Incoming mail clearly marked as personal shall not be opened when addressed to individual Commission members or staff unless requested. All other mail addressed to City offices for the Mayor or City Commission Members shall be opened by appropriate staff. The City Manager's office will advise City Commission members if they have received mail which must be acknowledged, in order that Commission may timely respond.
6. *A Commission member shall not direct Staff to initiate any action or prepare any report that is significant in nature or initiate any project or study without the approval of a majority of the City Commission. All such requests will be first directed to the City Manager.*

C. CITY COMMISSION RELATIONSHIP WITH APPOINTED CITY COMMISSIONS AND COMMITTEES, AND COMMISSION MEMBER

REPRESENTATION TO OTHER AGENCIES AND GROUPS.

1. Members of the City Commission should not attempt to influence recommendations by City Commission appointed commissions or committees, or to influence or lobby individual appointed commission or committee members on any item under their consideration. It is important for appointed commissions and committees to be able to make objective recommendations to the City Commission on items before them. Members of City Commission that attempt to influence appointed commission positions on an item may prejudice or hinder their role in reviewing the appointed commission's or committee's recommendation as a member of the City Commission.
2. Individual City Commission members who are not members of an appointed commission or committee have the right to attend meetings but are cautioned about becoming involved in the meeting's discussion, except as a member of the public. City Commission members, however, may answer questions put to them or respond to information being provided. City Commissioners should not act so as to influence an appointed commission or committee by virtue of their holding the office of City Commissioner.
3. If a member of the City Commission represents the City before another governmental agency or organization, the City Commission member should first indicate the majority position as an opinion of the City Commission. Personal opinions and comments may be expressed only if the City Commission member clarifies that these statements do not represent the position of the City Commission.
4. Before any commissioner accepts an appointment to any out of state board which may involve out of state travel, he or she must first bring it before the entire Commission for consideration.

Moved by Commissioner Shepherd, seconded by Commissioner Aslakson, to adopt the City Commission Rules and Procedures for the City of Muskegon.

Adopted the 25th day of May, 1999.

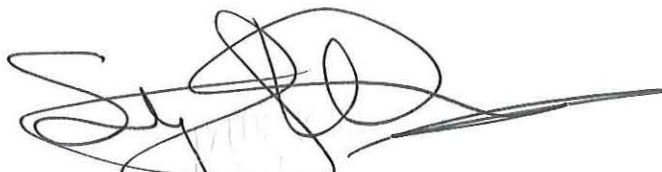
City Commission #99-45d

Amended 8-14-01 (Manager Eval.)

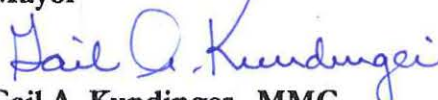
Amended 8-13-02 (Section E, # 5)

Adopted with amendments 9-10-02

Amended February 8, 2005



Steven J. Warmington
Mayor



Gail A. Kunderger, MMC
City Clerk

Date: 02/08/05
To: Honorable Mayor and City Commission
From: DPW
RE: Budget Vehicle Replacement

SUMMARY OF REQUEST: Approval to purchase Two Dodge 1500 4X4 Quad Cabs using the State of Michigan Purchasing Contract.

FINANCIAL IMPACT: Total Cost \$42,361.56

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: Approve purchase.

[illegible]

Date: 02/08/05
To: Honorable Mayor and City Commission
From: DPW
RE: Budgeted Vehicle Purchases

SUMMARY OF REQUEST: Approval to purchase two Chevrolet Colorado trucks using statewide purchasing.

FINANCIAL IMPACT: Total Cost \$29,752.28

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: Approve purchase.

Memorandum

To: Honorable Mayor and City Commissioners
From: DPW
Date: 02/08/05
Re: Budgeted vehicle replacement

The Equipment Division had scheduled the replacement of two of our 1997 pick up trucks in 2004, but due to budget constraints we decided to extend their service life for an additional year. These trucks are used on a daily basis to check on job sites, inspect previous and future work, and carry various equipment needed for on call and after hours emergencies.

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

In accordance with established purchasing policy, I am requesting permission to purchase two Chevrolet Colorado pickup trucks using statewide purchasing.

[illegible][illegible]

Date: 02/08/05
To: Honorable Mayor and City Commission
From: DPW
RE: Budgeted Vehicle Replacement

SUMMARY OF REQUEST: Approval to purchase three Ford F-250 Trucks from Tony Betten & Sons Ford.

FINANCIAL IMPACT: Total Cost \$48,000.00

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: Approve the purchase of three Ford F-250 Trucks from Tony Betten & Sons Ford.

Memorandum

To: Honorable Mayor and City Commission
From: DPW
Date: 2/1/2005
Re: Work Truck Replacement

The Equipment Division has scheduled the replacement of three Water and Sewer Department trucks for this year. These vehicles are used for a variety of activities including water meter setting, Miss Dig staking and general construction work. The trucks that will be coming out of service as a result of this purchase are three 1997 GMC trucks.

I have requested prices from area dealers as well as the statewide purchasing contracts. The bids were very close with only a few hundred dollars separating the three lowest bidders. Attached is a summary of the bids.

In accordance with established purchasing policy, I am requesting permission to purchase three 2005 Ford F-250 trucks from Tony Betten & Sons Ford.

Equipment Purchase - 2005

[illegible]

Date: 02/08/05
To: Honorable Mayor and City Commission
From: DPW
RE: Budgeted Vehicle Replacement

SUMMARY OF REQUEST: Approval to purchase three F-450 cab and chassis from Tony Betten and Sons and fabrication using Monroe equipment.

FINANCIAL IMPACT: Total Cost \$74,905.98

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: Approve the purchase of three F-450 cab and chassis from Tony Betten and Sons and fabrication using Monroe equipment.

Memorandum

To: Honorable Mayor and City Commissioners
From: DPW
Date: 02/08/05
Re: Dump Truck Replacement

The Equipment Division has scheduled the replacement of three small dump trucks for 2004. These vehicles (smaller than plow trucks) are used for a variety of activities including plowing alleys, construction projects, and leaf pick up. These smaller vehicles do not require a CDL for operation and therefore can be used by our seasonal employees.

I have requested prices from area dealers as well as the statewide purchasing contracts for the cab and chassis and fabrication equipment. (See attachment)

In accordance with established purchasing policy, I am requesting permission to purchase Three 2005 Ford F-450 cab and chassis from Tony Betten & Sons and the fabrication using Monroe equipment.

Small Dump Truck Purchase					
	<u>Macomb County</u>	<u>Great Lakes Ford</u>	<u>Government Sales</u>	<u>Tony Betten</u>	<u>Kent City Ford</u>
	<u>3942 W. Lansing</u>	<u>2469 E. Apple Ave</u>	<u>Gorno Ford</u>	<u>3839 Plainfield NE</u>	<u>29 N. Main</u>
Type of Vehicle	<u>Perry Mi 48872</u>	<u>Muskegon Mi 49442</u>	<u>Woodhaven Mi</u>	<u>Grand Rapids Mi 49525</u>	<u>Kent City Mi 49330</u>
3 Ford F-450	\$64,842.00	\$63,722.70	\$67,809.00	\$57,781.98	\$62,640.00
Cab and chassis					
Dump Body and hoist					
for three trucks using					
State bid pricing					
Monroe	\$17,124.00	\$17,124.00	\$17,124.00	\$17,124.00	\$17,124.00
Knapheid	\$18,555.00				
Canfield	\$18,843.00				
Bostic	\$22,443.00				
Total for three	\$81,966.00	\$80,846.70	\$84,933.00	\$74,905.98	\$79,764.00

Date: 02/08/05
To: Honorable Mayor and City Commission
From: DPW
RE: Plow Truck Purchase

SUMMARY OF REQUEST: Approval to purchase 2 cab and chassis from Woodland International. Underbody plows and boxes will be purchased separately.

FINANCIAL IMPACT: Total Cost \$104,062.24

BUDGET ACTION REQUIRED: None. \$150,000 was budgeted for the total purchase.

STAFF RECOMMENDATION: Approve purchase of budgeted replacement plow trucks from Woodland International.

2 Plow Truck Cab & Chassis			
		<u>Bid</u>	<u>Model</u>
Woodland International		\$ 104,062.24	International 7400SFA
274 W. Sherman			
Muskegon, MI 49444			
Duthler Truck Center		\$ 112,076.00	Sterling L7500
4525 Clay SW			
Grand Rapids MI 49548			
Freightliner		\$ 109,564.00	M2-106MD
5285 Clay Ave			
Wyoming, Mi 49548			

Mailed
2-11-05

**STATE OF MICHIGAN
MICHIGAN DEPARTMENT OF STATE
AND**

City of Muskegon

**Help America Vote Act (HAVA) Grant Application³⁵⁵
Optical Scan Voting Tabulators & Election Management
Systems (EMSs)**

RE: Master Contracts

**071B4200233 (Diebold Election Systems, Inc.);
071B4200234 (Election Systems and Software, Inc.);
071B4200254 (Sequoia Voting Systems, Inc.)**

This Grant Application is the mechanism by which Counties, Cities, and Townships apply to the State of Michigan to receive federal HAVA funds to purchase optical scan voting systems (tabulators) and EMS, pursuant to HAVA.

Definitions:

“Local Unit of Government” means any city or township within the State of Michigan.

“County” means any county within the State of Michigan.

“Applicant” and “Grant Applicant” mean local unit of government or county.

“Department” means the Michigan Department of State.

“Deliverables” means all tangible, physical products delivered or to be delivered to the Grant Applicant under the contract between the vendor and the Grant Applicant.

1. Period of Application

The Grant Application process applies to uniform optical scan voting system purchases occurring between February 1, 2005 and January 1, 2006.

2. Program, Budget and Application

This Grant Application is to implement the federal Help America Vote Act of 2002 (HAVA), Michigan election law and Public Act 91 of 2002, by establishing a grant

³⁵⁵ Detailed information on this Federal program and uses of funding can be found in the Catalog of Federal Domestic Assistance (CFDA) 39.011 – Election Reform Payments (www.cfda.gov; search for program number 39.011)

program to use HAVA funds to acquire and implement a uniform optical scan voting system throughout the state. Each County, with the involvement of the local units of government within the County, will develop a countywide implementation plan to update its voting system by selecting one Contractor for the entire County. The Department will determine quantities of required equipment, per jurisdiction, based on information provided by the Grant Applicant. The information will be incorporated into this Grant Application. Once the county implementation plan and Grant Application are signed and approved, the Department will verify the number of voting systems authorized for purchase using HAVA funds. If changes are required, instructions for amending the Grant Application will be provided and the Grant Applicant will be required to resubmit the application.

This grant program only deals with the acquisition and implementation of the uniform optical scan voting system selected by each County; as well as Election Management Systems (EMSs), software systems used to define and design ballots, program tabulators, and accumulate votes.

The Michigan Department of Management and Budget has entered into a Master Contract with each approved vendor, which has established statewide prices for voting equipment and EMS. Each County will communicate the county's agreed-upon vendor selection to the Department.

All contractors will be required to enter into a contractual "purchase agreement" with each local jurisdiction and county that selects that vendor for their choice. Typically, this document is the purchase agreement provided by the vendor. The terms and conditions of this agreement shall not contradict the Master Contract. The terms of the Master Contract will supercede any conflicting terms in the purchase agreement.

Each vendor will enter into a software license agreement with the counties and any local jurisdictions that receive EMS. The license agreement shall not contradict any terms contained in the Master Contract. The terms of the Master Contract supercede any conflicting terms in the license agreement.

Once equipment and EMS have been delivered, tested, and accepted by each Grant Applicant in the County according to the County Plan, the Department, through the Michigan Department of Management and Budget, will release the HAVA funds to the Contractor.

3. General

The individual submitting the Grant Application must have the proper authority to do so. Proof of authority must be submitted with the Grant Application. Examples of authority include but are not limited to, a resolution from the Board of County Commissioners, City Council or Township Board authorizing purchase and contracting authority.

4. Performance

Each Applicant will fill out the Grant Application and forward it to the Department at the address indicated in the instructions provided. The Department will review and, once approved, will provide the Applicant with a copy of this fully-executed Grant Application, which will serve as Notice of the Grant Award. The Department will initiate equipment orders directly with the Contractor, and will provide the Applicant with the *Acceptance Certificate & Payment Authorization Form*, which must be submitted by the Applicant to the Department within 10 days of equipment delivery. This form indicates acceptance of equipment and payment authorization.

The Applicant is responsible for overseeing its contractual agreement with the Contractor and is responsible for ensuring Contractor performance. Any subsequent malfunction or performance issue with voting equipment and EMS must be addressed by the Applicant. The Grant Applicant is responsible for maintaining any and all Contractor performance records. The Applicant has the sole responsibility to verify Contractor compliance with delivery dates, terms and conditions of delivery, and equipment verification and testing in accordance with the statewide Master Contract for the Applicant's selected vendor. The Grant Applicant will be responsible for maintenance, repairs, or additional costs incurred that are not covered by warranty provisions in the Master Contract.

5. Testing, Acceptance and Payment

1. Successful acceptance testing of the optical scan tabulators and EMS software should be completed within 10 calendar days from the date of delivery.
2. Upon completion of all acceptance testing, the Applicant must fill out the *Acceptance Certificate & Payment Authorization Form* and forward the completed form to the Department.
3. This form will indicate date of delivery, successful testing, and authorization to the Department to release funds to the Contractor.
4. Payment to the Contractor shall be made in accordance with the Master Contract with the Applicant's selected vendor.

6. Ownership of Equipment and Software Purchases: Title

Any equipment and EMS software purchased pursuant to this Grant Application is the property of the Applicant submitting the Grant Application.

7. Optional Purchases

If the Grant Applicant desires to purchase additional items beyond those authorized in this Grant Application, it may do so at its sole expense, outside of this Grant Application. No HAVA funds will be available for such purchases. Prices established via the Master Contract will be extended to counties and local units of government by the vendors for these purposes.

8. Records Maintenance/Retention

The Grant Applicant will maintain a complete set of records and files related to the ordering of voting equipment, EMS, delivery, testing, maintenance and repairs. The Applicant shall assure all the terms of this Grant Application are adhered to and that records and detailed documentation regarding this grant shall be maintained for a period of not less than six (6) years from the date of termination, the date of submission of the final expenditure report or until any litigation and audit findings have been resolved.

9. Authorized Access

The Grant Applicant will permit, upon reasonable notification and at reasonable times, access to all records regarding this Grant Agreement by representatives duly authorized by State or federal law.

10. Mandatory Conditions

A. Statutory or Regulatory Requirements

The Master Contract for the Applicant's selected Contractor must be incorporated and made a part of the ensuing contract between the Applicant and the Contractor, as a condition for grant approval. The Applicant will comply with applicable federal and state laws, guidelines, rules and regulations in carrying out the terms of this Grant Application.

Laws

This is a State of Michigan Grant Application and is governed by the laws of the State of Michigan. Any dispute arising as a result of this application shall be resolved in the State of Michigan.

Validity

This Grant Application is valid upon approval by the State Administrative Board and approval and execution by the Department.

Funding

This Grant Application is subject to and contingent upon the availability and appropriation of federal funds and any necessary State appropriation.

Costs

The State will not assume any responsibility or liability for costs incurred in relation to this grant.

Cancellation

The Department may cancel the Grant Application upon failure to comply with the terms of this grant.

Entire Agreement

The Grant Application shall represent the entire agreement between the State and Grant Applicant and supercedes any prior oral or written agreements, and all other representations between the parties relating to this subject. The State reserves the right to require Counties and local units of government to attend required training sessions with regard to new equipment purchases made under HAVA.

Adherence to Terms

The failure of a party to insist upon strict adherence to any term of this Grant Application shall not be considered a waiver or deprive the party of the right thereafter to insist upon strict adherence to that term, or any other term of the Grant Application.

B. Other

Additional terms and conditions may be negotiated in the contract between the Grant Applicant and the Contractor as long as they do not conflict with the required terms and conditions of this Grant Application and Master Contracts with the Applicant's selected vendor.

11. Administration of Agreement

The Grant Manager on behalf of the Department for this Grant Application and the final Grant Agreement will be:

Timothy Hanson, Director
Elections Liaison Division
Bureau of Elections
PO Box 20126
Lansing, MI 48901-0726
HansonT@Michigan.gov

All questions, comments and correspondence regarding this grant process, the grant application and the final Grant Agreement must be submitted in writing to the Grant Manager.

12. Complete Application

In order to complete this Grant Application, it must be filled out in its entirety by completing all indicated fields below. It must be signed by the individual authorized by the county or local unit of government to enter into this agreement, and the Authority or Resolution authorizing purchase and contracting authority must be attached as described in section 3 above.

13. Voting Systems Authorization

Note: Grant Applicant to fill in all fields indicated (*) below:

This Grant Agreement is between the Michigan Department of State and:

City of Muskegon, Muskegon County

*Grant Manager for County, City, or Township (point of contact for the State):

Gail A. Kunding (printed name)

*Business Address:

933 Terrace, Muskegon, MI 49440

*Business Telephone: (231) 724-6705 *Fax Number: (231) 724-4178

*e-mail address: gail.kunding@postman.org

Authorized Voting Equipment Totals:

Number of Precinct Tabulators Authorized for Purchase: **13**

Number of Absentee Voter Counting Board Tabulators Authorized for Purchase: **4**

EMS Software Authorized for Purchase: **Yes**

14. Special Certification/Signature

The following signatory certifies that the person signing is authorized to sign this application, certify, review, and agree to the above Grant Application conditions and has personally examined and is familiar with the information submitted herein, and believe this request is true, accurate and complete. Furthermore, the signatory represents and agrees to the terms and conditions in this Grant Application and the requirements of the Help America Vote Act, under which this grant has been submitted.

For the LOCAL UNIT OF GOVERNMENT or COUNTY:

<u>Gail A. Kunding, City Clerk</u>	<u>2-11-05</u>
Name (print)	Title (print)
<u>Gail A. Kunding</u>	
Signature	Date

For the STATE OF MICHIGAN, DEPARTMENT OF STATE:

Joseph P. Pavona, Administrative Officer

_____	_____
Signature	Date

Date: February 8, 2005
To: Honorable Mayor and City Commissioners
From: City Clerk, Gail Kunding
RE: Grant Agreement with the State of Michigan

SUMMARY OF REQUEST: To enter into a Grant Agreement with the State of Michigan for voting equipment and related software and to appoint Gail Kunding, City Clerk, as the grant manager.

FINANCIAL IMPACT: None.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: To approve the request



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



**Grant Application
Instructions**

cc: Manager
Attorney

February 2, 2005

To Cities and Townships Participating in the Upcoming Phase of Voting System Purchases:

As you are aware, the State of Michigan is in the process of implementing a statewide, uniform optical scan voting system to comply with Public Act 91 of 2002. The funds Michigan has received under the Help America Vote Act of 2002 (HAVA) will be used to pay for voting equipment and related Election Management System (EMS) software. Your County Clerk recently reported that your jurisdiction would be participating in the first purchase period of 2005. We expect to begin processing equipment orders later this month.

Before these orders can be placed, jurisdictions must enter into a Grant Agreement with the State of Michigan. This grant establishes the roles and responsibilities of the state, counties, and local jurisdictions and must be signed by every local governmental unit that wishes to purchase new equipment. In addition, each jurisdiction must identify a Grant Manager who will serve as its single point of contact with the Department of State. This person can be the person authorized to sign the grant, or another person who will be responsible for record-keeping and other responsibilities with respect to the purchase of your new voting system. The Department of State has also identified its own Grant Manager for you to work with.

The Grant Application lists the number of precinct count tabulators each jurisdiction will receive. Each jurisdiction will receive one precinct count tabulator for each precinct. This number is based on the precinct totals recently submitted to us by your County Clerk. If you believe that the figure for your jurisdiction is incorrect, please contact this office at once. The Grant Application also lists the number of additional tabulators (if any) each jurisdiction will receive for use with Absentee Voter Counting Boards (AVCBs). This number is also based on the number of precincts, number of registered voters, and other factors. We have also contacted several cities and townships directly to determine their AVCB needs. We do not believe additional AVCB tabulators are needed for jurisdictions with one or two precincts. If you believe that the number of AVCB tabulators we have listed is inadequate for your city or township because you have an unusually large number of absentee voters, please contact this office at once.

To ensure the process for placing equipment orders moves as smoothly as possible, your prompt cooperation and assistance are required. Attached is the Grant Application for your city or township. No changes may be made to the text of the Grant Application. No changes may be made to the number of approved new tabulators without prior approval from the State.

Special Addendum for Larger Cities and Townships Concerning Election Management System Software
--

Election Management System (EMS) software is a multi-featured product that defines and designs ballots, programs tabulators for each election and accumulates votes. The State will purchase this software for each county clerk and for the larger cities and townships. Jurisdictions with 20 or more precincts will receive full copies of EMS software. Jurisdictions with 10-19 precincts will receive the vote accumulation portion of EMS software.

It is important to note that no jurisdiction will be *required* to use the EMS software for the purposes described above. All voting system vendors will provide these services for a fee. Some vendors will provide programming at no charge for the first few elections for which you use their equipment. However, the State is providing you with this tool in case you wish to perform these tasks yourself. Check with your selected vendor or the Department of State website (www.michigan.gov/hava, under "County Equipment Purchase / Comparative Data on Certified Vendors") for detailed information on these costs.

Contacts for each vendor are listed below:

Michigan Voting System Vendor Contacts:

Diebold Election Systems	Election Systems & Software, Inc. (E S & S)	Sequoia Voting Systems, Inc.
William R. Barrett (630) 437-5510 billb@fidlar.com	Will Wesley (954) 770-9638 wgwesley@essvote.com	Jeff DeLongchamp Miller Consultations and Elections, Inc. (888) 742-8037 or (616) 443-4504 jeffdelongchamp@aol.com
Larry Calvert (630) 852-7147 calverl@dieboldes.com		
Diebold Election Systems Inc. 1611 Wilmeth Rd. McKinney, TX 75069-8250	Election Systems & Software, Inc. 11208 John Galt Blvd. Omaha, NE 68137	

Please review this document, sign it, and return it to the Department of State's Bureau of Elections by **Friday, February 18, 2005 at:**

Michigan Department of State
Bureau of Elections
P.O. Box 20126
Lansing, MI 48901-0726

*Mailed
2-11-05*

Please send your completed application to the attention of Sherry Barrett.

To save time, you may fax the completed Grant Application to the Bureau of Elections at 517-241-1591. You *must* follow up the fax by mailing the original signed document.

IMPORTANT NOTE: Section 3 of the agreement requires the submission of *Proof of Authority* from your local city or township board. This step formally documents your authority for entering into this agreement with the State. Sample language that can be used for this purpose is attached for your use. **Grant Applications returned without this proof of authority will not be accepted. Note: if you have already submitted your proof of authority, there is no need to re-submit this document. If your Grant Application and Proof of Authority are not returned to the Bureau of Elections by February 18, 2005, purchase of your new voting system may be delayed; in addition, orders for your entire county may also be affected.**

Once grant applications are received for all jurisdictions in your county, we will process equipment orders. Orders will be sent directly to your selected vendor. You will be notified once your order is placed, at which time you will also receive details of upcoming steps involving delivery, training, testing, and payment authorization.

Questions regarding the completion and submission of the Grant Application or anything else regarding the upcoming purchase process should be directed to Sherry Barrett at 517-241-2538 between 8 a.m. and 3:30 p.m. weekdays or by e-mail at BarrettS1@Michigan.gov. Questions regarding the terms of this Grant Application must be submitted in writing to Tim Hanson, the Department of State's Grant Manager, at HansonT@Michigan.gov or the address listed above. We appreciate your assistance as we move forward with this exciting project.

(NOTE: The following language is offered as a sample for use by counties, cities, and townships in obtaining the necessary *Proof of Authority* for entering into upcoming Grant Agreements with the State, which are required to obtain new voting systems. This sample is written from the standpoint of a Township Board. This language can be altered slightly for use with city councils or county boards/commissions as well.)

Sample Township Board Resolution

WHEREAS, the _____ Township board wishes to apply to the Secretary of State for a grant to purchase an optical scan voting system and related Election Management System (EMS) software to comply with the Help America Vote Act (HAVA).

WHEREAS, the _____ Township board has chosen to submit a grant application for a new optical scan voting system in 2005.

NOW, THEREFORE, BE IT RESOLVED that the _____ Township clerk is authorized to submit this grant application on behalf of _____ Township, _____ County on this day of _____, 2005.

The foregoing resolution offered by Board Member _____

Second offered by Board Member _____

Upon roll call vote the following voted "aye" _____
(list names of members voting "aye")

"nay" _____
(list names of members voting "nay")

The Supervisor declared the resolution adopted.

(Name)

Township Clerk:

(Name)

CITY OF MUSKEGON
Resolution No. 2005-11(k)

WHEREAS, the Muskegon City Commission wishes to apply to the Secretary of State for a grant to purchase optical scan voting systems and related Election Management System (EMS) software to comply with the Help America Vote Act (HAVA).

WHEREAS, the Muskegon City Commission has chosen to submit a grant application for the new optical scan voting systems in 2005.

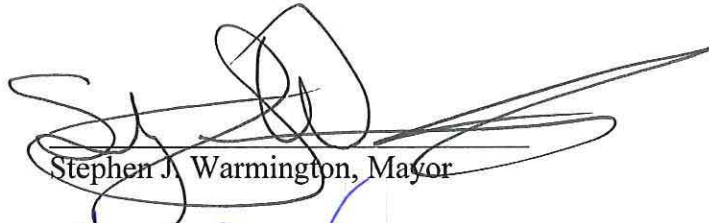
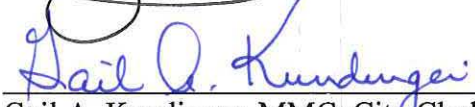
NOW, THEREFORE, BE IT RESOLVED that the City of Muskegon Clerk is authorized to submit this grant application on behalf of the City of Muskegon, Muskegon County on this 8th day of February, 2005.

The foregoing resolution offered by Commissioner Gawron, second offered by Commissioner Shepherd.

Adopted this 8th day of February, 2005.

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

Nays: None


Stephen J. Warmington, Mayor

Gail A. Kunderinger, MMC, City Clerk

CERTIFICATION

This resolution was adopted at a regular meeting of the City Commission, held on February 8, 2005. The meeting was properly held and noticed pursuant to the Open Meetings Act of the State of Michigan, Act 267 of the Public Acts of 1976.

CITY OF MUSKEGON

By 
Gail A. Kunderinger, MMC, City Clerk

AGENDA ITEM NO. _____

CITY COMMISSION MEETING _____

TO: Honorable Mayor and City Commissioners

FROM: Bryon L. Mazade, City Manager

DATE: February 8, 2005

RE: Amendment to Special Event Policy

SUMMARY OF REQUEST:

To amend the city's Special Event Policy to provide that only the permit application fee is waived for Veterans' Groups and Neighborhood Associations. Other special events service requests will not be waived.

FINANCIAL IMPACT:

Unknown potential savings to the city.

BUDGET ACTION REQUIRED:

None.

STAFF RECOMMENDATION:

To approve the proposed amendment.

COMMITTEE RECOMMENDATION:

The City Commission received this request at their work session on 2/7/05.

Proposed Amendment to the City of Muskegon Special Event Policy

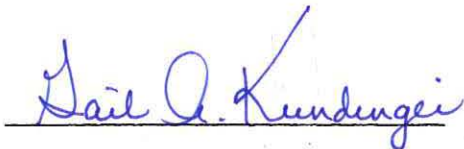
Special Events current language

Note: The City Commission has determined that the Vets groups and the Neighborhood Associations do not pay for the Special Event Services.)

Special Events proposed revised language

Note: The City Commission has determined that the special event permit application fee will be waived for Vets groups and the Neighborhood Associations. However, requests from either group for special events services that result in overtime costs or undue burden to the city will not be waived.

Action Date: February 8, 2005.



Gail A. Kunderinger, MMC
City Clerk

Date: February 8, 2005
To: Honorable Mayor and City Commissioners
From: Engineering
RE: Public Hearing
Create Special Assessment District for:
Clay Ave., Terrace to Spring

SUMMARY OF REQUEST:

To hold a public hearing on the proposed special assessment for the **Clay Ave., Terrace to Spring**, and to create the special assessment district and appoint two City Commissioners to the Board of Assessors if it is determined to proceed with the project

FINANCIAL IMPACT:

None at this time.

BUDGET ACTION REQUIRED:

None at this time.

STAFF RECOMMENDATION:

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

COMMITTEE RECOMMENDATION:

CITY OF MUSKEGON

Resolution No. 2005-13(a)

Resolution At First Hearing Creating Special Assessment District
For **Clay Ave., Terrace to Spring**
Location and Description of Properties to be Assessed:
See Exhibit A attached to this resolution

RECITALS:

1. A hearing has been held on **February 8, 2005** at 5:30 o'clock p.m. at the City Commission Chambers. Notice was given by mail and publication as required by law.
2. That estimates of costs of the project, a feasibility report and valuation and benefit information are on file with the City and have been reviewed for this hearing.
3. At the hearing held **February 8, 2005**, there were 20.99% objections by the owners of the property in the district registered at the hearing either in writing received before or at the hearing or by owners or agents present at the hearing, and the Commission has considered the advisability of proceeding with the project.

FINDINGS:

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

THEREFORE, BE IT RESOLVED:

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

3. The City Commission hereby appoints a Board of Assessors consisting of City Commissioners Shepherd and Larson and the City Assessor who are hereby directed to prepare an assessment roll. Assessments shall be made upon front foot basis.
4. Based on the City's Special Assessment policy and preliminary estimates it is expected that approximately **21.07%** of the cost of the street improvement will be paid by special assessments.
5. Upon submission of the special assessment roll, the City staff is hereby directed to notify all owners and persons interested in properties to be assessed of the hearing at which the City Commission will consider confirmation of the special assessment roll.

This resolution adopted.

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

Nays: None

CITY OF MUSKEGON

By Gail A. Kunderger
Gail A. Kunderger, Clerk

ACKNOWLEDGMENT

This resolution was adopted at a meeting of the City Commission, held on **February 8, 2005**. The meeting was properly held and noticed pursuant to the Open Meetings Act of the State of Michigan, Act 267 of the Public Acts of 1976.

CITY OF MUSKEGON

By Gail A. Kunderger
Gail A. Kunderger, Clerk

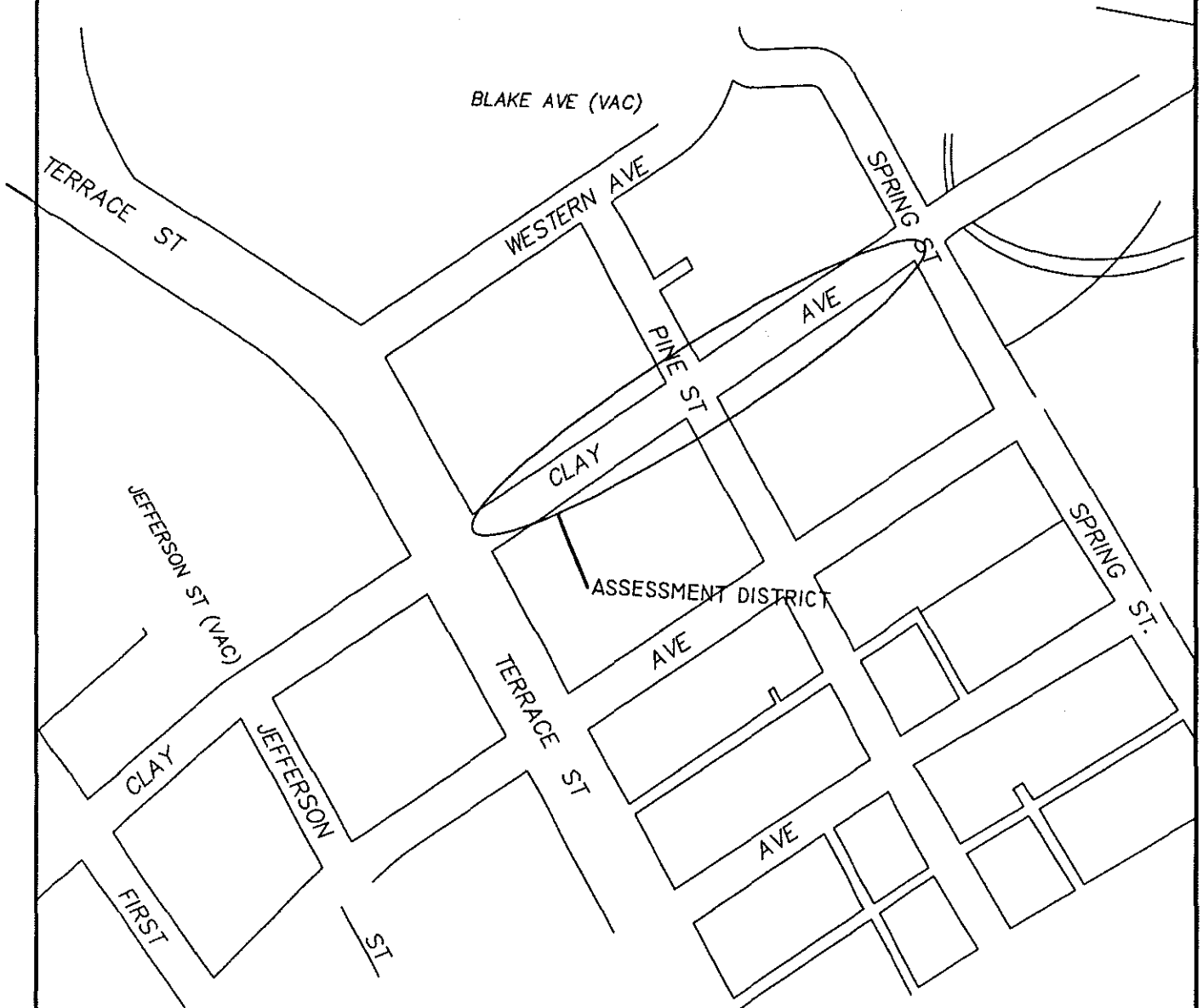
EXHIBIT A

CLAY AVE., TERRACE TO SPRING

SPECIAL ASSESSMENT DISTRICT

All properties abutting that section of Clay Ave. between Terrace & Spring

SPECIAL ASSESSMENT DISTRICT FOR CLAY AVE.
EXHIBIT "A"



AFFIDAVIT OF MAILING

STATE OF MICHIGAN)
) SS
COUNTY OF MUSKEGON)

TO CREATE A SPECIAL ASSESSMENT DISTRICT FOR THE FOLLOWING:

Clay Ave. Terrace. to Spring St.

THE DEPONENT SAYS THAT THE NOTICE OF HEARING WAS SERVED UPON EACH OWNER OF OR PARTY IN INTEREST IN PROPERTY TO BE ASSESSED IN THE SPECIAL ASSESSMENT DISTRICT WHOSE NAME APPEARS UPON THE LAST TAX ASSESSMENT RECORDS OF THE CITY OF MUSKEGON BY MAILING SUCH NOTICE IN A SEALED ENVELOPE BY FIRST CLASS UNITED STATES MAIL, WITH POSTAGE PREPAID, ADDRESSED TO EACH SUCH OWNER OR PARTY IN INTEREST AT THE ADDRESS SHOWN ON SAID LAST TAX ASSESSMENT RECORDS BY DEPOSITING THEM IN AN OFFICIAL UNITED STATES MAIL RECEPTACLE ON THE 28TH DAY OF JANUARY, 2005.

Gail A. Kunderger
GAIL A. KUNDINGER, CITY CLERK

SUBSCRIBED AND SWORN TO BEFORE ME THIS
15th DAY OF February, 2005.

Linda S. Potter
NOTARY PUBLIC, MUSKEGON COUNTY, MICHIGAN
MY COMMISSION EXPIRES 9-25-06

ENGINEERING FEASIBILITY STUDY

For

Clay Ave., Terrace to Spring

The reconstruction of Clay between Terrace & Spring, see attached exhibit for location, was initiated by the City as shown in the 2005 CIP budget. The existing drainage & pavement conditions are terrible, especially in light of the extensive improvements to Shoreline Dr., Western Ave as well as the proposed Mall area redevelopment. Completing Clay would a significant improvement to that whole area. As best as we can tell, this section of road has not received any major work since it was originally constructed which I believe was back in the 40s. The proposed improvements (reconstruction) consist of following;

1. Complete removal of existing pavement and replace with a new asphalt street section that would include curb & gutter and a proposed width of 42' back to back to allow for on-street parallel parking.
2. New sanitary sewer line between Pine * Spring
3. New 12" Water Main the entire length of the project
4. Water & Sanitary Services replacement where necessary

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

The preliminary cost estimate for the work associated with paving is \$175,000 with the length of the project being approximately 950 lineal feet (project length) or 1152' of assessable footage. This translates into an estimated improvement cost of \$152 per assessable foot. The assessment figure will be at a cost not to exceed \$32.00 per assessable foot as established in the 2005 Special Assessment Rates for this type of improvement

MUSKEGON COUNTY

M I C H I G A N

BOARD OF COMMISSIONERS

Paul T. Baade, Chair
District 10

Bill Gill, Vice-Chair
District 8

Douglas A. Bennett
District 7

Charles L. Buzzell
District 2

James J. Derezhinski
District 4

Marvin R. Engle
District 5

Louis A. McMurray
District 9

Robert Scolnik
District 11

I. John Snider II
District 3

Nancy A. Waters
District 6

Stephen R. Wisniewski
District 1

January 26, 2005

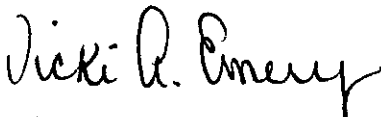
Mohammed Al-Shatel, City Engineer
City of Muskegon
933 Terrace Street
Muskegon, MI 49443

Mr. Al-Shatel:

In accordance with your request, I have examined the proposed special assessment district entailing the reconstruction of Clay Avenue between Terrace Street and Spring Street. The purpose of this analysis is to document the reasonableness of this special assessment district by identifying and quantifying any accrued benefits. It is subject to the normal governmental restrictions of escheat, taxation, police power and eminent domain. The effective date is January 26, 2005.

In conclusion, it is my opinion that the special assessment amounts justly and reasonably represents the accrued benefits to the properties encompassed by this project. The amounts reflect the sum of the immediate estimated value enhancement and the intrinsic value that will accrue from an overall increase in property values due to an improved quality of life created by the proposed project. The proposed special assessment district encompasses primarily commercial properties. The front foot rate of \$32.00 for the reconstruction of the above mentioned project area appears reasonable in light of an analysis that indicates a possible enhancement of \$33.50. The conclusions are based upon the data presented within this limited analysis in restricted format, and on supporting information in my files.

Sincerely,



Vicki A Emery, CMAE 3

Senior Appraiser

January 28, 2004

OWNERS NAME

OWNERS ADDRESS

OWNERS CITY , OWNERS STATE, OWNERS ZIPCODE 1

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

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

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

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

A public hearing is also scheduled for this project on FEBRUARY 8, 2005. If you attend this public hearing you will be given an opportunity to make comments on the proposed special assessment district to the commission.

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

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

January 28, 2005

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

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

NOTICE OF HEARING ON SPECIAL ASSESSMENT

Dear Property Owner:

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

CLAY AVE., TERRACE ST. TO SPRING ST.

The proposed special assessment district will be located as follows:

All parcels abutting Clay Ave. from Terrace. to Spring St.

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

Public Hearings

An initial public hearing to consider the creation of a special assessment district will be held at the City of Muskegon City Commission Chambers on FEBRUARY 8, 2005 at 5:30 P.M. You are encouraged to appear at this hearing, either in person, by agent or in writing to express your opinion, approval, or objection concerning the proposed special assessment. We are enclosing a Hearing Response Card for you to indicate your agreement or opposition to the special assessment. This card includes the property identification and description, assessable footage per City policy, and the estimated cost of the assessment. You may also appear, as above, in lieu of, or in addition to mailing your response card to the City Clerk. Written objections or appearances must be made at or prior to the hearing. NOTE: THE SPECIAL ASSESSMENT WILL BE CREATED OR NULLIFIED AT THIS HEARING. IT IS IMPORTANT FOR YOU TO COMMENT AT THIS HEARING IF YOU WANT YOUR OPINION COUNTED FOR THE SPECIAL ASSESSMENT.

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

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

Estimated Costs

The total estimated cost of the street portion of the project is \$175,000.00 of which approximately 21.07% (\$36,866.88) will be paid by special assessment to property owners. Your property's estimated share of the special assessment is shown on the attached hearing response card. The remaining costs will be paid by the City.

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

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

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

Sincerely,



Mohammed Al-Shatel, P.E.
City Engineer

SPECIAL ASSESSMENT
HEARING RESPONSE CARD

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

Return This Card By: FEBRUARY 8, 2005

Project Title: CLAY AVE., TERRACE ST. TO SPRING ST.

Project Description: RECONSTRUCTION

INSTRUCTIONS

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

Assessment Information

Property Address: PROPERTY ADDRESS & STREET

Parcel Number 24-XXX-XXX-XXXX-XX

Assessable Frontage: 66 Feet

Estimated Front Foot Cost: \$32.00 per Foot

ESTIMATED TOTAL COST \$2,112.00

Property Description

CITY OF MUSKEGON
REVISED PLAT OF 1903
LOT 17 BLK 175

Your vote COUNTS!

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

I AM IN FAVOR

☐

I AM OPPOSED

☐

Owner

CoOwner/Spouse

Signature

Signature

Address

Address

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

REVISED 1/1/05

1

CITY OF MUSKEGON
CLAY AVE. TERRACE. TO SPRING ST. – H-1592
CDBG APPLICATION FOR WAIVER OF SPECIAL ASSESSMENT

HOUSEHOLD INFORMATION

Name: _____ Birthdate: _____ Social Security # _____ - _____ - _____
Spouse: _____ Birthdate: _____ Social Security # _____ - _____ - _____
Address: _____ Phone: _____ Race: _____
Parcel # _____ Owner/Spouse Legally Handicapped Or Disabled? () Yes () No
(Please refer to your assessment letter for this information)

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

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

INCOME INFORMATION

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

PROPERTY INFORMATION

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

OWNER'S SIGNATURE

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

FOR OFFICE USE ONLY

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

****ATTENTION APPLICANT****

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

CITY OF MUSKEGON
CLAY AVE., TERRACE. TO SPRING ST..
REQUEST FOR WAIVER OF SPECIAL ASSESSMENT

Note: You may receive this application several times – If you have already applied, please discard.

Dear Resident:

The City of Muskegon has selected the street abutting your property for repairs. To assist homeowners, who may have difficulty paying the cost of street repairs, the City offers assessment waivers through the Community Development Block Grant (CDBG) Program for eligible households and families. If you meet the CDBG program qualifications, the City may pay the street assessment for you to the extent that funds are available.

Application Requirements:

- ✓ **Applicants must submit proof that their total household income does not exceed 65% of Area Median Income** (see chart below); Proof of income may include copies of Wage & Tax Statement (W-2's) from the year 2004, pension or other benefit checks, bank statements for direct deposits or agency statements for all household income.

2004

65% MEDIAN HOUSEHOLD INCOME CHART	
FAMILY SIZE	INCOME LIMIT
1	\$27,885
2	31,850
3	35,880
4	39,845
5	43,030
6	46,215
7	49,400
8	52,585
For each extra, add	3,185

- ✓ **Applicants must submit proof that they both own and occupy property at the time of application;** Land Contract purchasers must obtain approval of titleholder prior to receiving assistance. Proof of ownership should be a deed, mortgage, or land contract; proof of occupancy can be a copy of a driver's license or other official document showing both your name and address.
- ✓ **Applicants must submit proof of current property insurance.**

Please complete the first four (4) sections of the application on the reverse side of this notice, and return it, along with supporting documentation, to:

**City of Muskegon
Community & Neighborhood Services
933 Terrace Street, 2nd Floor
Muskegon, MI 49440**

For further information, please contact this office by calling 724-6717, weekdays from 8:30 a.m. and 5:00 p.m.

The City reserves the right to verify all application information, and to reject any applications that contain falsified information or insufficient documentation.

Special Assessment Payment Options

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

I. Lump Sum Payment in Full

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

II. Installment Payments

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

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

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

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

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

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

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

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

IV. Further Information About the Above Programs

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

V. Additional Special Assessment Payment Assistance

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

CITY OF MUSKEGON
NOTICE OF PUBLIC HEARINGS
SPECIAL ASSESSMENT DISTRICTS

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

**CLAY AVE., TERRACE ST. TO SPRING ST.
AND
PARK ST., LAKETON AVE. TO YOUNG AVE.**

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

All parcels abutting Clay Ave. from Terrace. to Spring St.

And

All parcels abutting Park St. from Young Ave. to Laketon Ave.

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

PLEASE TAKE NOTICE: A PUBLIC HEARING WILL BE HELD IN THE MUSKEGON CITY COMMISSION CHAMBERS ON **FEBRUARY 8, 2005 AT 5:30 O'CLOCK P.M.**

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

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

PUBLISH: **January 29, 2005**

Gail Kunding, City Clerk

ADA POLICY

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

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

SPECIAL ASSESSMENT

H 1592

RECONSTRUCTION

HEARING DATE

FEBRUARY 8, 2005

CLAY AVE., TERRACE ST. TO SPRING ST.

1	CZM PROPERTIES LLC	ASSESSABLE FEET:	66
24-205-175-0017-00	6321 SILVERTON DR	COST PER FOOT:	\$32.00
@ 820.0 TERRACE S MUSKEGON MI 49444		<u>ESTIMATED P.O. COST:</u>	\$2,112.00

2	VERIZON INC	ASSESSABLE FEET:	132
24-205-175-0018-00	P O BOX 152206	COST PER FOOT:	\$32.00
@ 118.0 W CLAY AVE IRVING TX 75015		<u>ESTIMATED P.O. COST:</u>	\$4,224.00

3	TAGHON DAVID	ASSESSABLE FEET:	28.5
24-205-175-0020-00	2570 NESTROM RD	COST PER FOOT:	\$32.00
@ 98.0 W CLAY AVE MUSKEGON MI 49445		<u>ESTIMATED P.O. COST:</u>	\$912.00

4	MCDERMOTT WM/DENISE	ASSESSABLE FEET:	51.79
24-205-175-0020-10	2278 SOUTHWOOD	COST PER FOOT:	\$32.00
@ 789.0 PINE ST MUSKEGON MI 49441		<u>ESTIMATED P.O. COST:</u>	\$1,657.28

5	WITT LEE A	ASSESSABLE FEET:	66
24-205-174-0009-00	1501 RUDDIMAN DR	COST PER FOOT:	\$32.00
@ 790.0 PINE ST MUSKEGON MI 49445		<u>ESTIMATED P.O. COST:</u>	\$2,112.00

6	WITT LEE A	ASSESSABLE FEET:	132
24-205-174-0011-00	1501 RUDDIMAN DR	COST PER FOOT:	\$32.00
@ 28.0 E CLAY AVE MUSKEGON MI 49445		<u>ESTIMATED P.O. COST:</u>	\$4,224.00

7	VERIZON INC	ASSESSABLE FEET:	80
24-205-176-0006-00	P O BOX 152206	COST PER FOOT:	\$32.00
@ 860.0 TERRACE S IRVING TX 75015		<u>ESTIMATED P.O. COST:</u>	\$2,560.00

CLAY AVE., TERRACE ST. TO SPRING ST.

8	THE JILLIAN & JORDAN LLC	ASSESSABLE FEET:	74
24-205-176-0005-00	675 RICHMOND NW	COST PER FOOT:	\$32.00
@ 121.0 W CLAY AVE	GRAND RAPIDS MI 49504	ESTIMATED P.O. COST:	\$2,368.00
9	VERIZON INC	ASSESSABLE FEET:	65.5
24-205-176-0004-00	P O BOX 152206	COST PER FOOT:	\$32.00
@ 111.0 W CLAY AVE	IRVING TX 75015	ESTIMATED P.O. COST:	\$2,096.00
10	NOORDYK WILLIAM	ASSESSABLE FEET:	44.5
24-205-176-0003-00	2700 KENOWA NW	COST PER FOOT:	\$32.00
@ 103.0 W CLAY AVE	GRAND RAPIDS MI 49544	ESTIMATED P.O. COST:	\$1,424.00
11	VERIZON INC	ASSESSABLE FEET:	38
24-205-176-0002-00	P O BOX 152206	COST PER FOOT:	\$32.00
@ 97.0 W CLAY AVE	IRVING TX 75015	ESTIMATED P.O. COST:	\$1,216.00
12	VERIZON INC	ASSESSABLE FEET:	30.8
24-205-176-0001-00	P O BOX 152206	COST PER FOOT:	\$32.00
@ 91.0 W CLAY AVE	IRVING TX 75015	ESTIMATED P.O. COST:	\$985.60
13	VERIZON INC	ASSESSABLE FEET:	31.6
24-205-176-0001-10	P O BOX 152206	COST PER FOOT:	\$32.00
@ 85.0 PINE ST	IRVING TX 75015	ESTIMATED P.O. COST:	\$1,011.20
14	PERRI ALFRED J TRUST	ASSESSABLE FEET:	84.6
24-205-177-0005-00	794 PINE ST	COST PER FOOT:	\$32.00
@ 794.0 PINE ST	MUSKEGON MI 49441	ESTIMATED P.O. COST:	\$2,707.20

CLAY AVE., TERRACE ST. TO SPRING ST.

15	NW MILL REAL ESTATE LLC	ASSESSABLE FEET:	61.8
24-205-177-0004-00	820 PINE	COST PER FOOT:	\$32.00
@ 43.0 W CLAY AVE	MUSKEGON MI 49442	ESTIMATED P.O. COST:	\$1,977.60

16	JOLMAN JOHN W/KATHY J TRU	ASSESSABLE FEET:	33
24-205-177-0003-00	2552 WHITE	COST PER FOOT:	\$32.00
@ 39.0 W CLAY AVE	MUSKEGON MI 49444	ESTIMATED P.O. COST:	\$1,056.00

17	PRI-PER INVESTMENTS	ASSESSABLE FEET:	132
24-205-177-0001-00	794 PINE	COST PER FOOT:	\$32.00
@ 25.0 E CLAY AVE	MUSKEGON MI 49442	ESTIMATED P.O. COST:	\$4,224.00

SUM OF ASSESSABLE FOOTAGE:	<u>1152.09</u>	SUM OF ESTIMATED P.O. COST:	\$36,866.88
TOTAL NUMBER OF ASSESSABLE PARCELS	17.00		

SPECIAL ASSESSMENT
HEARING RESPONSE CARD

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

Return This Card By: FEBRUARY 8, 2005

Project Title: CLAY AVE., TERRACE ST. TO SPRING ST.

Project Description: RECONSTRUCTION

INSTRUCTIONS

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

Assessment Information

Property Address:

~~789~~ 789
~~222~~ PINE ST

Parcel Number

24-205-175-0020-10

Assessable Frontage:

51.79 Feet

Estimated Front Foot Cost:

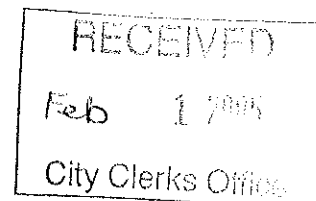
\$32.00 per Foot

ESTIMATED TOTAL COST

\$1,657.28

Property Description

CITY OF MUSKEGON
REVISED PLAT OF 1903
E 103 FT 7 IN LOT 20 BLK 175



Your vote COUNTS!

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

I AM IN FAVOR



I AM OPPOSED



Owner

William McLeam

Owner/Spouse

Signature

William McLeam

Signature

Address

227 Pine St

Address

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

SP-0250001-001-000-1

SPECIAL ASSESSMENT
HEARING RESPONSE CARD

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

Return This Card By: FEBRUARY 8, 2005

Project Title: CLAY AVE., TERRACE ST. TO SPRING ST.

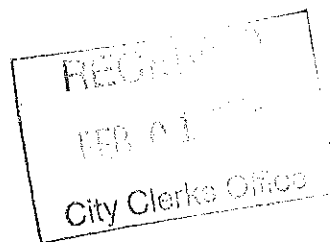
Project Description: RECONSTRUCTION

INSTRUCTIONS

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

Assessment Information

Property Address: 820 TERRACE ST
Parcel Number 24-205-175-0017-00
Assessable Frontage: 66 Feet
Estimated Front Foot Cost: \$32.00 per Foot
ESTIMATED TOTAL COST \$2,112.00



Property Description

CITY OF MUSKEGON
REVISED PLAT OF 1903
LOT 17 BLK 175

Your vote COUNTS!

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

I AM IN FAVOR



I AM OPPOSED



Owner

PAUL PRICE

CoOwner/Spouse

Signature

PAUL PRICE

Signature

Address

820 TERRACE ST.

Address

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

SPECIAL ASSESSMENT
HEARING RESPONSE CARD

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

Return This Card By: FEBRUARY 8, 2005

Project Title: CLAY AVE., TERRACE ST. TO SPRING ST.

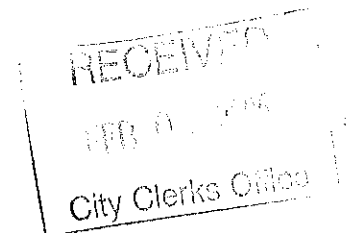
Project Description: RECONSTRUCTION

INSTRUCTIONS

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

Assessment Information

Property Address: 121 W CLAY AVE
Parcel Number 24-205-176-0005-00
Assessable Frontage: 74 Feet
Estimated Front Foot Cost: \$32.00 per Foot
ESTIMATED TOTAL COST \$2,368.00



Property Description

CITY OF MUSKEGON
REVISED PLAT OF 1903
NLY 66 FT LOT 5 BLK 176

Your vote UNITS!

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

I AM IN FAVOR

☐

I AM OPPOSED

☒

Owner

Lewis Pitsch Agent

CoOwner/Spouse

Signature

[Signature]

Signature

Address

675 Richmond NW G.P.M.I.

Address

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

SPECIAL ASSESSMENT
HEARING RESPONSE CARD

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

Return This Card By: FEBRUARY 8, 2005

Project Title: CLAY AVE., TERRACE ST. TO SPRING ST.

Project Description: RECONSTRUCTION

INSTRUCTIONS

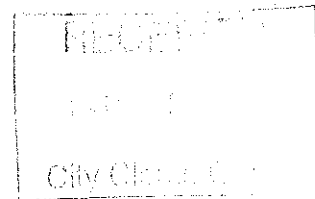
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Assessment Information

Property Address:	790 PINE ST
Parcel Number	24-205-174-0009-00
Assessable Frontage:	66 Feet
Estimated Front Foot Cost:	\$32.00 per Foot
ESTIMATED TOTAL COST	\$2,112.00

Property Description

CITY OF MUSKEGON
REVISED PLAT OF 1903
N 34 FT LOT 8 & ENTIRE LOTS 9 & 10 BLK 174



Your vote COUNTS!

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

I AM IN FAVOR

☒

I AM OPPOSED

☐

Owner

LEE W. LIT

CoOwner/Spouse

Signature

[Signature]

Signature

Address

NO. MUSKEGON

Address

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

SPECIAL ASSESSMENT
HEARING RESPONSE CARD

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

Return This Card By: FEBRUARY 8, 2005

Project Title: CLAY AVE., TERRACE ST. TO SPRING ST.

Project Description: RECONSTRUCTION

INSTRUCTIONS

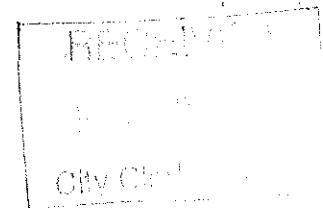
If you wish to have your written vote included as part of the tabulation of votes forwarded to the City Commission for the scheduled public hearing, please return this card by the date indicated above. To use this response card please indicate whether you Oppose or Favor this special assessment project,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

Assessment Information

Property Address:	28 E CLAY AVE
Parcel Number	24-205-174-0011-00
Assessable Frontage:	132 Feet
Estimated Front Foot Cost:	\$32.00 per Foot
ESTIMATED TOTAL COST	\$4,224.00

Property Description

CITY OF MUSKEGON
REVISED PLAT OF 1903
LOTS 11 TO 14 INCL BLK 174



Your vote COUNTS!

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

I AM IN FAVOR

☒

I AM OPPOSED

☐

Owner

LEE WITT

CoOwner/Spouse

Signature

[Signature]

Signature

Address

NO MUSKEGON

Address

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

H-1592, W-666, S-601 CLAY AVE. TERRACE ST. to SPRING ST.

PROPERTY OWNER SPECIAL ASSESSMENT RESPONSE TABULATION

	<u>FEET</u>	<u>PERCENTAGE</u>	<u>TOTAL NUMBER OF PARCELS - 17</u>									
			FOR					OPPOSE				
			LETTER#	ST#	ST NAME	PARCEL#	FEET	LETTER#	ST#	ST NAME	PARCEL#	FEET
TOTAL ASSESSABLE FRONT FOOTAGE	1152.09 ***		6	28	CLAY E	24-205-174-0011-00	132.00	8	121	CLAY	24-205-176-0005-00	74.00
			4	789	PINE	24-205-175-0020-10	51.79	3	98	CLAY	24-205-175-0020-00	28.50
FRONT FEET OPPOSED	241.80	20.99%	5	790	PINE	24-205-174-0009-00	66.00	10	103	CLAY	24-205-176-0003-00	44.50
			1	820	TERRACE	24-205-175-0017-00	66.00	16	39	CLAY	24-205-177-0003-00	33.00
RESPONDING FRONT FEET IN FAVOR	315.79	27.41%						15	43	CLAY	24-205-177-0004-00	61.80
NOT RESPONDING - FRONT FEET IN FAVOR	594.50	51.60%										
TOTAL FRONT FEET IN FAVOR	910.29	79.01%										

TOTALS

315.79

241.80

Date: February 8, 2005
To: Honorable Mayor and City Commissioners
From: Engineering
RE: Public Hearing
Create Special Assessment District for:
Park St., Laketon to Young

SUMMARY OF REQUEST:

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

FINANCIAL IMPACT:

None at this time.

BUDGET ACTION REQUIRED:

None at this time.

STAFF RECOMMENDATION:

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

COMMITTEE RECOMMENDATION:

CITY OF MUSKEGON

Resolution No. 2005-13(b)

Resolution At First Hearing Creating Special Assessment District
For **Park St., Laketon to Young**
Location and Description of Properties to be Assessed:
See Exhibit A attached to this resolution

RECITALS:

1. A hearing has been held on **February 8, 2005** at 5:30 o'clock p.m. at the City Commission Chambers. Notice was given by mail and publication as required by law.
2. That estimates of costs of the project, a feasibility report and valuation and benefit information are on file with the City and have been reviewed for this hearing.
3. At the hearing held **February 8, 2005**, there were 88.03% objections by the owners of the property in the district registered at the hearing either in writing received before or at the hearing or by owners or agents present at the hearing, and the Commission has considered the advisability of proceeding with the project.

FINDINGS:

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

THEREFORE, BE IT RESOLVED:

1. The City Commission hereby declares a special assessment district to include the property set forth in Exhibit A attached to this resolution.
2. The City Commission determines to proceed with the improvements as set forth in the feasibility study and estimates of costs, and directs the City Engineer to proceed with project design, preparation of specifications and the bidding process. If appropriate and

if bonds are to be sold for the purposes of financing the improvements, the Finance Department shall prepare plans for financing including submission of application to the Michigan Department of Treasury and the beginning of bond proceedings.

3. The City Commission hereby appoints a Board of Assessors consisting of City Commissioners Spataro and Warmington and the City Assessor who are hereby directed to prepare an assessment roll. Assessments shall be made upon front foot basis.
4. Based on the City's Special Assessment policy and preliminary estimates it is expected that approximately **24.25%** of the cost of the street improvement will be paid by special assessments.
5. Upon submission of the special assessment roll, the City staff is hereby directed to notify all owners and persons interested in properties to be assessed of the hearing at which the City Commission will consider confirmation of the special assessment roll.

This resolution adopted.

Ayes: Warmington, Carter, Davis, Gawron, Larson, Shepherd, Spataro

Nays: None

CITY OF MUSKEGON

By Gail A. Kunding
Gail A. Kunding, Clerk

ACKNOWLEDGMENT

This resolution was adopted at a meeting of the City Commission, held on **February 8, 2005**. The meeting was properly held and noticed pursuant to the Open Meetings Act of the State of Michigan, Act 267 of the Public Acts of 1976.

CITY OF MUSKEGON

By Gail A. Kunding
Gail A. Kunding, Clerk

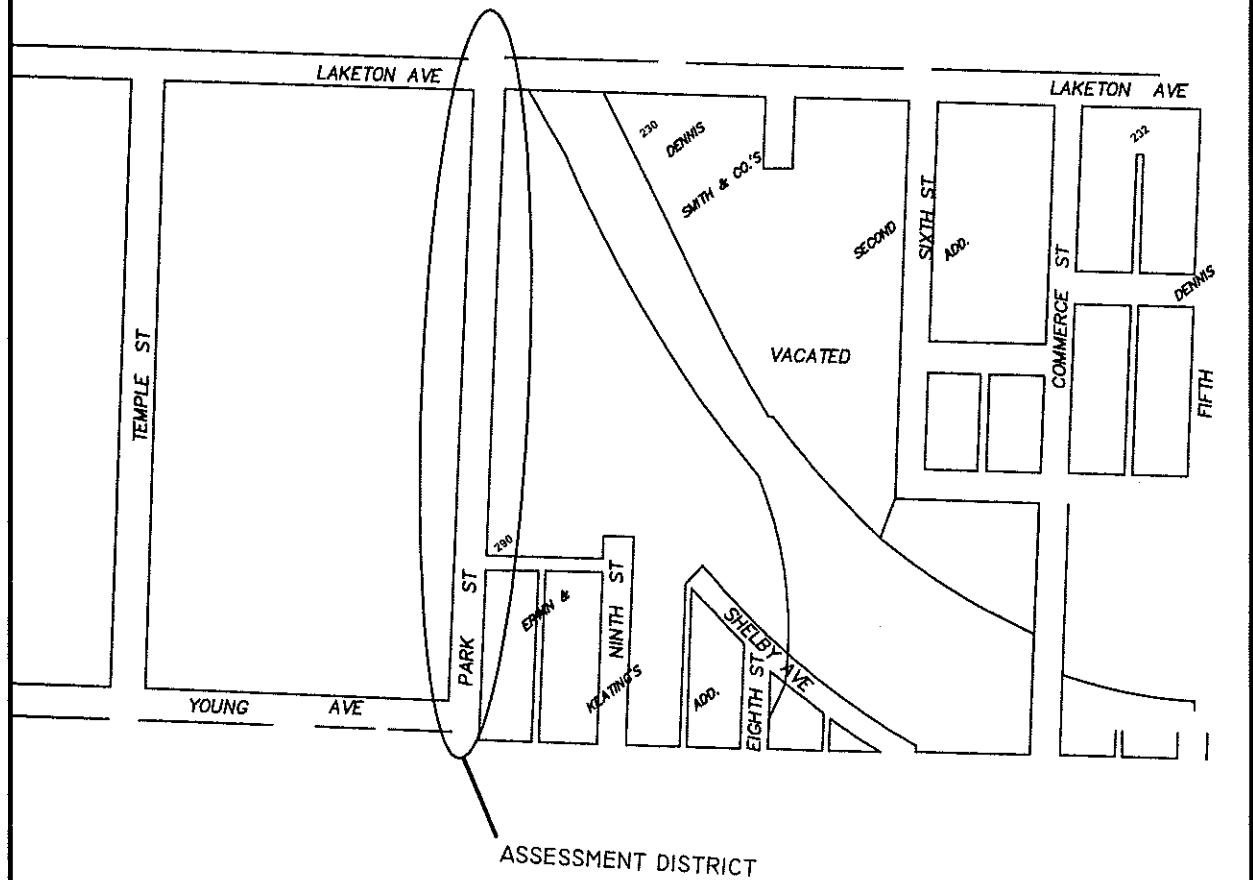
EXHIBIT A

PARK STREET, LAKETON TO YOUNG

SPECIAL ASSESSMENT DISTRICT

All properties abutting that section of Park Street between Laketon & Young

SPECIAL ASSESSMENT DISTRICT FOR PARK STREET EXHIBIT "A"



AFFIDAVIT OF MAILING

STATE OF MICHIGAN)
) SS
COUNTY OF MUSKEGON)

TO CREATE A SPECIAL ASSESSMENT DISTRICT FOR THE FOLLOWING:

Park St. Young Ave. to Laketon Ave.

THE DEPONENT SAYS THAT THE NOTICE OF HEARING WAS SERVED UPON EACH OWNER OF OR PARTY IN INTEREST IN PROPERTY TO BE ASSESSED IN THE SPECIAL ASSESSMENT DISTRICT WHOSE NAME APPEARS UPON THE LAST TAX ASSESSMENT RECORDS OF THE CITY OF MUSKEGON BY MAILING SUCH NOTICE IN A SEALED ENVELOPE BY FIRST CLASS UNITED STATES MAIL, WITH POSTAGE PREPAID, ADDRESSED TO EACH SUCH OWNER OR PARTY IN INTEREST AT THE ADDRESS SHOWN ON SAID LAST TAX ASSESSMENT RECORDS BY DEPOSITING THEM IN AN OFFICIAL UNITED STATES MAIL RECEPTACLE ON THE 28TH DAY OF JANUARY, 2005.

Gail A. Kunderger
GAIL A. KUNDINGER, CITY CLERK

SUBSCRIBED AND SWORN TO BEFORE ME THIS
15th DAY OF February, 2005.

Linda S. Potter
NOTARY PUBLIC, MUSKEGON COUNTY, MICHIGAN
MY COMMISSION EXPIRES 9-25-06

ENGINEERING FEASIBILITY STUDY

For

Park St., Laketon to Young

The reconstruction of Park Street between Laketon & Young, see attached exhibit for location, was initiated by the City and approved for over \$159,000 of federal funds due to the conditions of the pavement and drainage facilities as well as it's designation as a collector street. The existing pavement has deteriorated to a level where, we believe, a total reconstruction is necessary. The proposed improvements (reconstruction) consist of following;

1. Complete removal of existing pavement and replace with a new asphalt street section that would include curb & gutter on both sides (presently, only the east side has curbs) and a proposed width of 37' back to back.
2. New section of sanitary sewer line

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

The preliminary cost estimate for the work associated with paving is \$270,000 with the length of the project being approximately 1400 lineal feet (project length) or 2046' of assessable footage. This translates into an estimated improvement cost of \$132 per assessable foot. The assessment figure will be at a cost not to exceed \$32.00 per assessable foot as established in the 2005 Special Assessment Rates for this type of improvement

MUSKEGON COUNTY

M I C H I G A N

BOARD OF COMMISSIONERS

Paul T. Baade, Chair
District 10

Bill Gill, Vice-Chair
District 8

Douglas A. Bennett
District 7

Charles L. Buzzell
District 2

James J. Derezinski
District 4

Marvin R. Engle
District 5

Louis A. McMurray
District 9

Robert Scolnik
District 11

I. John Snider II
District 3

Nancy A. Waters
District 6

Stephen R. Wisniewski
District 1

January 26, 2005

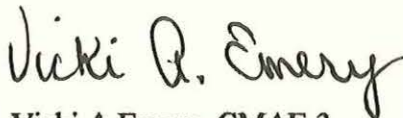
Mohammed Al-Shatel, City Engineer
City of Muskegon
933 Terrace Street
Muskegon, MI 49443

Mr. Al-Shatel:

In accordance with your request, I have examined the proposed special assessment district entailing the reconstruction of Park Street between Young Avenue and Laketon Avenue. The purpose of this analysis is to document the reasonableness of this special assessment district by identifying and quantifying any accrued benefits. It is subject to the normal governmental restrictions of escheat, taxation, police power and eminent domain. The effective date is January 26, 2005.

In conclusion, it is my opinion that the special assessment amounts justly and reasonably represents the accrued benefits to the properties encompassed by this project. The amounts reflect the sum of the immediate estimated value enhancement and the intrinsic value that will accrue from an overall increase in property values due to an improved quality of life created by the proposed project. The proposed special assessment district encompasses primarily residential properties. The front foot rate of \$32.00 for the reconstruction of the above mentioned project area appears reasonable in light of an analysis that indicates a possible enhancement of \$33.97. The conclusions are based upon the data presented within this limited analysis in restricted format, and on supporting information in my files.

Sincerely,



Vicki A Emery, CMAE 3

Senior Appraiser

January 28, 2005

OWNERS NAME

OWNERS ADDRESS

OWNERS CITY , OWNERS STATE, OWNERS ZIPCODE 1

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

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

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

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

A public hearing is also scheduled for this project on JANUARY 25, 2005. If you attend this public hearing you will be given an opportunity to make comments on the proposed special assessment district to the commission.

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

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

January 28, 2005

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

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

NOTICE OF HEARING ON SPECIAL ASSESSMENT

Dear Property Owner:

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

PARK ST., YOUNG AVE. TO LAKETON AVE.

The proposed special assessment district will be located as follows:

All parcels abutting Park St. from Young Ave. to Laketon Ave.

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

Public Hearings

An initial public hearing to consider the creation of a special assessment district will be held at the City of Muskegon City Commission Chambers on FEBRUARY 8, 2005 at 5:30 P.M. You are encouraged to appear at this hearing, either in person, by agent or in writing to express your opinion, approval, or objection concerning the proposed special assessment. We are enclosing a Hearing Response Card for you to indicate your agreement or opposition to the special assessment. This card includes the property identification and description, assessable footage per City policy, and the estimated cost of the assessment. You may also appear, as above, in lieu of, or in addition to mailing your response card to the City Clerk. Written objections or appearances must be made at or prior to the hearing. NOTE: THE SPECIAL ASSESSMENT WILL BE CREATED OR NULLIFIED AT THIS HEARING. IT IS IMPORTANT FOR YOU TO COMMENT AT THIS HEARING IF YOU WANT YOUR OPINION COUNTED FOR THE SPECIAL ASSESSMENT.

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

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

Estimated Costs

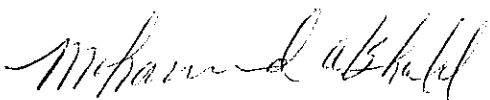
The total estimated cost of the street portion of the project is \$270,000.00 of which approximately 24.25% (\$65,481.60) will be paid by special assessment to property owners. Your property's estimated share of the special assessment is shown on the attached hearing response card. The remaining costs will be paid by the City.

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

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

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

Sincerely,



Mohammed Al-Shatel, P.E.
City Engineer

SPECIAL ASSESSMENT
HEARING RESPONSE CARD

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

Return This Card By: FEBRUARY 8, 2005

Project Title: PARK ST.,YOUNG AVE. TO LAKETON AVE.

Project Description: RECONSTRUCTION

INSTRUCTIONS

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

Assessment Information

Property Address: PROPERTY ADDRESS & STREET

Parcel Number 24-XXX-XXX-XXXXX-XX

Assessable Frontage: 631.3 Feet

Estimated Front Foot Cost: \$32.00 per Foot

ESTIMATED TOTAL COST \$20,201.60

Property Description

CITY OF MUSKEGON
SEC 31 T10N R16W
E 1/2 OF NE 1/4 OF NW 1/4

Your vote COUNTS!

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

I AM IN FAVOR

☐

I AM OPPOSED

☐

Owner

CoOwner/Spouse

Signature

Signature

Address

Address

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

OPINION, 10/05

CITY OF MUSKEGON
PARK ST, YOUNG AVE. TO LAKETON AVE. – H-1588
CDBG APPLICATION FOR WAIVER OF SPECIAL ASSESSMENT

HOUSEHOLD INFORMATION

Name: _____ Birthdate: _____ Social Security # _____ - _____ - _____
Spouse: _____ Birthdate: _____ Social Security # _____ - _____ - _____
Address: _____ Phone: _____ Race: _____
Parcel # _____ Owner/Spouse Legally Handicapped Or Disabled? () Yes () No
(Please refer to your assessment letter for this information)
Number Living in Household: _____ List information for household members besides owner/spouse here.
Name _____ Birthdate _____ Social Security # _____ - _____ - _____
Name _____ Birthdate _____ Social Security # _____ - _____ - _____
Name _____ Birthdate _____ Social Security # _____ - _____ - _____
Name _____ Birthdate _____ Social Security # _____ - _____ - _____

INCOME INFORMATION

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

PROPERTY INFORMATION

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

OWNER'S SIGNATURE

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

FOR OFFICE USE ONLY

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

****ATTENTION APPLICANT****

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

CITY OF MUSKEGON
PARK ST. , YOUNG AVE. TO LAKETON AVE.
REQUEST FOR WAIVER OF SPECIAL ASSESSMENT

Note: You may receive this application several times – If you have already applied, please discard.

Dear Resident:

The City of Muskegon has selected the street abutting your property for repairs. To assist homeowners, who may have difficulty paying the cost of street repairs, the City offers assessment waivers through the Community Development Block Grant (CDBG) Program for eligible households and families. If you meet the CDBG program qualifications, the City may pay the street assessment for you to the extent that funds are available.

Application Requirements:

- ✓ **Applicants must submit proof that their total household income does not exceed 65% of Area Median Income** (see chart below); Proof of income may include copies of Wage & Tax Statement (W-2's) from the year 2004, pension or other benefit checks, bank statements for direct deposits or agency statements for all household income.

2004

65% MEDIAN HOUSEHOLD INCOME CHART	
FAMILY SIZE	INCOME LIMIT
1	\$27,885
2	31,850
3	35,880
4	39,845
5	43,030
6	46,215
7	49,400
8	52,585
For each extra, add	3,185

- ✓ **Applicants must submit proof that they both own and occupy property at the time of application;** Land Contract purchasers must obtain approval of titleholder prior to receiving assistance. Proof of ownership should be a deed, mortgage, or land contract; proof of occupancy can be a copy of a driver's license or other official document showing both your name and address.
- ✓ **Applicants must submit proof of current property insurance.**

Please complete the first four (4) sections of the application on the reverse side of this notice, and return it, along with supporting documentation, to:

City of Muskegon
Community & Neighborhood Services
933 Terrace Street, 2nd Floor
Muskegon, MI 49440

For further information, please contact this office by calling 724-6717, weekdays from 8:30 a.m. and 5:00 p.m.

The City reserves the right to verify all application information, and to reject any applications that contain falsified information or insufficient documentation.

Special Assessment Payment Options

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

I. Lump Sum Payment in Full

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

II. Installment Payments

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

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

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

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

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

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

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

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

IV. Further Information About the Above Programs

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

V. Additional Special Assessment Payment Assistance

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

SPECIAL ASSESSMENT

H 1588

RECONSTRUCTION

HEARING DATE

FEBRUARY 8, 2005

PARK ST., YOUNG AVE. TO LAKETON AVE.

1	ST MARYS CEMETERY	ASSESSABLE FEET:	631.3
24-131-100-0005-00	PO BOX 4905	COST PER FOOT:	\$32.00
@ 491.0 W LAKETON A	MUSKEGON MI 49444	ESTIMATED P.O. COST:	\$20,201.60
2	MONROE BIRD SHEET METAL	ASSESSABLE FEET:	100
24-131-200-0004-00	2000 SANFORD	COST PER FOOT:	\$32.00
@ 391.0 W LAKETON A	MUSKEGON MI 49444	ESTIMATED P.O. COST:	\$3,200.00
3	MOGHUL/MEDENDORP/TOLLE/	ASSESSABLE FEET:	566
24-131-200-0001-00	PO BOX 298	COST PER FOOT:	\$32.00
@ 1850. PARK ST	MUSKEGON MI 49443-029	ESTIMATED P.O. COST:	\$18,112.00
4	MONROE BIRD SHEET METAL	ASSESSABLE FEET:	165
24-131-200-0002-00	1880 PARK ST	COST PER FOOT:	\$32.00
@ 1880. PARK ST	MUSKEGON MI 49441	ESTIMATED P.O. COST:	\$5,280.00
5	GREATER MUSK TRANSFER INC	ASSESSABLE FEET:	240
24-131-200-0003-00	1922 PARK ST	COST PER FOOT:	\$32.00
@ 1922. PARK ST	MUSKEGON MI 49441	ESTIMATED P.O. COST:	\$7,680.00
6	GREATER MUSK TRANSFER INC	ASSESSABLE FEET:	99
24-290-001-0001-10	1922 PARK ST.	COST PER FOOT:	\$32.00
@ 1956. PARK ST	MUSKEGON MI 49441	ESTIMATED P.O. COST:	\$3,168.00
7	GORAJEC GEORGE	ASSESSABLE FEET:	100
24-290-001-0003-00	2135 LINCOLN PK DR	COST PER FOOT:	\$32.00
@ 1968. PARK ST	MUSKEGON MI 49441	ESTIMATED P.O. COST:	\$3,200.00

RECONSTRUCTION

HEARING DATE

FEBRUARY 8, 2005

PARK ST., YOUNG AVE. TO LAKETON AVE.

8	STATE OF MICHIGAN	ASSESSABLE FEET:	0
24-290-001-0005-00	430 WEST ALLEGAN FIRST FLO	COST PER FOOT:	\$32.00
@ 1974. PARK ST	LANSING MI 48922	<u>ESTIMATED P.O. COST:</u>	<u>\$0.00</u>

9	KITCHEN JAMES JR/MELAINIE M	ASSESSABLE FEET:	45
24-290-001-0006-00	1164 SANFORD ST	COST PER FOOT:	\$32.00
@ 1978. PARK ST	MUSKEGON MI 49441	<u>ESTIMATED P.O. COST:</u>	<u>\$1,440.00</u>

10	OLIVAREZ ALEJANDRO JR	ASSESSABLE FEET:	50
24-290-001-0007-00	3510 W SKEELS RD APT A	COST PER FOOT:	\$32.00
@ 1988. PARK ST	MONTAGUE MI 49437	<u>ESTIMATED P.O. COST:</u>	<u>\$1,600.00</u>

11	KIEFT HENRY B	ASSESSABLE FEET:	50
24-290-001-0008-00	1996 PARK ST.	COST PER FOOT:	\$32.00
@ 1996. PARK ST	MUSKEGON MI 49441	<u>ESTIMATED P.O. COST:</u>	<u>\$1,600.00</u>

SUM OF ASSESSABLE FOOTAGE:	<u>2046.30</u>	<u>SUM OF ESTIMATED P.O. COST:</u>	<u>\$65,481.60</u>
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TOTAL NUMBER OF ASSESSABLE PARCELS	11.00
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SPECIAL ASSESSMENT
HEARING RESPONSE CARD

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

Return This Card By: FEBRUARY 8, 2005

Project Title: PARK ST., YOUNG AVE. TO LAKETON AVE.

Project Description: RECONSTRUCTION

INSTRUCTIONS

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

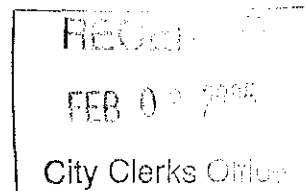
Assessment Information

Property Address: 1850 PARK ST
Parcel Number 24-131-200-0001-00
Assessable Frontage: 566 Feet
Estimated Front Foot Cost: \$32.00 per Foot

ESTIMATED TOTAL COST \$18,112.00

Property Description

CITY OF MUSKEGON
PART OF NW 1/4 OF NE 1/4
SEC 31 T10N R16W
COM @ A POINT 133 FT S & 33 FT E OF 1/4 POST BET SEC 30 & 31
TH S PAR WITH & 33 FT E OF N/S 1/4 LN SEC 31 566 FT
TO A POINT 699 FT S & 33 FT E OF SD 1/4 POST



Your vote COUNTS!

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

I AM IN FAVOR

☐

I AM OPPOSED

☒

Owner

CoOwner/Spouse

Whitaker Place LLC

Signature

Signature

[Signature]

Address

Address

1850 PARK Street

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

SPECIAL ASSESSMENT
HEARING RESPONSE CARD

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

Return This Card By: FEBRUARY 8, 2005

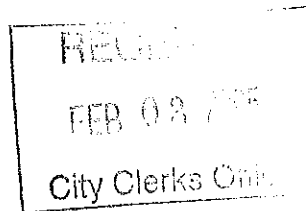
Project Title: PARK ST., YOUNG AVE. TO LAKETON AVE.
Project Description: RECONSTRUCTION

INSTRUCTIONS

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Assessment Information

Property Address: 491 W LAKETON AVE
Parcel Number 24-131-100-0005-00
Assessable Frontage: 631.3 Feet
Estimated Front Foot Cost: \$32.00 per Foot
ESTIMATED TOTAL COST \$20,201.60



Property Description

CITY OF MUSKEGON
SEC 31 T10N R16W
E 1/2 OF NE 1/4 OF NW 1/4

Your vote COUNTS!

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

I AM IN FAVOR

☐

I AM OPPOSED

☒

Owner

Diocese of Chicago

CoOwner/Spouse

Signature

Mark A. Blevins

Signature

Address

PO Box 4905 Muskegon MI 49444

Address

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

SPECIAL ASSESSMENT
HEARING RESPONSE CARD

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

Return This Card By: FEBRUARY 8, 2005

Project Title: PARK ST.,YOUNG AVE. TO LAKETON AVE.

Project Description: RECONSTRUCTION

INSTRUCTIONS

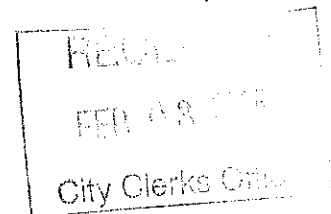
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Assessment Information

Property Address:	1956 PARK ST
Parcel Number	24-290-001-0001-10
Assessable Frontage:	99 Feet
Estimated Front Foot Cost:	\$32.00 per Foot
ESTIMATED TOTAL COST	\$3,168.00

Property Description

CITY OF MUSKEGON
ERWIN & KEATINGS ADDITION
PART OF BLK 1 & VAC ST & ALLEY
COM AT NW COR LOT 1
TH S 66 FT
TH E 280 FT



Your vote COUNTS!

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

I AM IN FAVOR

☐

I AM OPPOSED

☒

Owner

GRAIG LOWE

CoOwner/Spouse

Signature

Craig Lowe

Signature

Address

1956 PARK ST.

Address

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

SPECIAL ASSESSMENT
HEARING RESPONSE CARD

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

Return This Card By: FEBRUARY 8, 2005

Project Title: PARK ST., YOUNG AVE. TO LAKETON AVE.

Project Description: RECONSTRUCTION

INSTRUCTIONS

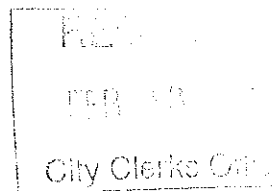
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Assessment Information

Property Address:	1922 PARK ST
Parcel Number	24-131-200-0003-00
Assessable Frontage:	240 Feet
Estimated Front Foot Cost:	\$32.00 per Foot
ESTIMATED TOTAL COST	\$7,680.00

Property Description

CITY OF MUSKEGON
PT OF NW1/4 OF NE1/4
SEC 31 T10N R16W
COM AT A PT 659 FT S &
33 FT E OF NW COR SAID NE1/4
TH S 240FT TO N LINE SHELBY AVE



Your vote COUNTS!

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

I AM IN FAVOR

☐

I AM OPPOSED

☒

Owner CRAIG LOWE
Signature Craig Lowe
Address 1922 PARK ST.

CoOwner/Spouse _____
Signature _____
Address _____

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

PROPERTY OWNER SPECIAL ASSESSMENT RESPONSE TABULATION

TOTALS

100.00

1801.30

SPECIAL ASSESSMENT
HEARING RESPONSE CARD

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

Return This Card By: FEBRUARY 8, 2005

Project Title: PARK ST., YOUNG AVE. TO LAKETON AVE.

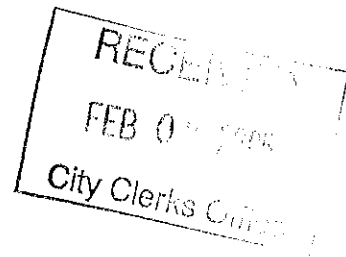
Project Description: RECONSTRUCTION

INSTRUCTIONS

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

Assessment Information

Property Address:	1968 PARK ST
Parcel Number	24-290-001-0003-00
Assessable Frontage:	100 Feet
Estimated Front Foot Cost:	\$32.00 per Foot
ESTIMATED TOTAL COST	\$3,200.00



Property Description

CITY OF MUSKEGON
ERWIN & KEATINGS ADDITION
BLK 1 LOTS 3 & 4

Your vote COUNTS!

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

I AM IN FAVOR



I AM OPPOSED



Owner GEORGE H. GORAJEC Co Owner/Spouse _____

Signature George H. Gorajec Signature _____

Address 2135 Lakeland Dr. Dr. Address _____
Muskegon, MI 49441

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

**SPECIAL ASSESSMENT
HEARING RESPONSE CARD**

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

Return This Card By **FEBRUARY 8, 2005**

Project Title: **CLAY AVE., TERRACE ST. TO SPRING ST.**
Project Description: **RECONSTRUCTION**

INSTRUCTIONS

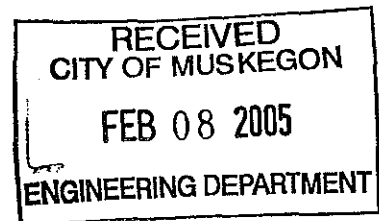
If you wish to have your written vote included as part of the tabulation of votes forwarded to the City Commission for the scheduled public hearing, please return this card by the date indicated above. To use this response card please indicate whether you Oppose or Favor this special assessment project,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

Assessment Information

Property Address: **39 W CLAY AVE**
Parcel Number **24-205-177-0003-00**
Assessable Frontage: **33** Feet
Estimated Front Foot Cost: **\$32.00** per Foot
ESTIMATED TOTAL COST \$1,056.00

Property Description

CITY OF MUSKEGON
REVISED PLAT OF 1903
E 1/2 LOT 3 BLK 177



Your vote COUNTS!

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

I AM IN FAVOR

☐

I AM OPPOSED

☒

Owner

John Jolman

CoOwner/Spouse

Kathy Jolman

Signature

[Signature]

Signature

[Signature]

Address

2552 White Rd 49444

Address

2552 White Rd. Muskegon, Mi.

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

16

49444

SPECIAL ASSESSMENT
HEARING RESPONSE CARD

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

Return This Card By FEBRUARY 8, 2005

Project Title: CLAY AVE., TERRACE ST. TO SPRING ST.

Project Description: RECONSTRUCTION

INSTRUCTIONS

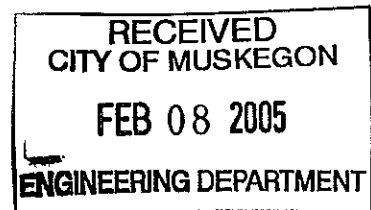
If you wish to have your written vote included as part of the tabulation of votes forwarded to the City Commission for the scheduled public hearing, please return this card by the date indicated above. To use this response card please indicate whether you Oppose or Favor this special assessment project,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

Assessment Information

Property Address:	98 W CLAY AVE
Parcel Number	24-205-175-0020-00
Assessable Frontage:	28.5 Feet
Estimated Front Foot Cost:	\$32.00 per Foot
ESTIMATED TOTAL COST	\$912.00

Property Description

CITY OF MUSKEGON
REVISED PLAT OF 1903
W 28 FT 5 IN LOT 20
BLK 175



Your vote COUNTS!

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

I AM IN FAVOR

☐

I AM OPPOSED

☒

Owner DAVID LAGHON CoOwner/Spouse _____

Signature David Laghon Signature _____

Address 98 W Clay Address _____

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

LAGHON DAVID

SPECIAL ASSESSMENT
HEARING RESPONSE CARD

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

Return This Card By: FEBRUARY 8, 2005

Project Title: CLAY AVE., TERRACE ST. TO SPRING ST.

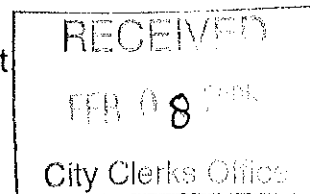
Project Description: RECONSTRUCTION

INSTRUCTIONS

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Assessment Information

Property Address: 43 W CLAY AVE
Parcel Number 24-205-177-0004-00
Assessable Frontage: 61.8 Feet
Estimated Front Foot Cost: \$32.00 per Foot
ESTIMATED TOTAL COST \$1,977.60



Property Description

CITY OF MUSKEGON
REVISED PLAT OF 1903
W 1/2 LOT 3 LOT 4 EXC
COM AT NW COR OF SD LOT 132.5 FT TO SW COR OF SD LOT
TH ELY ALG SLY LN OF SD LOT 35.7 FT
TH NWLY 132.5 FT M/L TO NLY LN OF SD LOT

Your vote COUNTS!

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

I AM IN FAVOR

☐

I AM OPPOSED

☒

Owner DENNIS BOHMAN
Signature Dennis Bohman
Address 820 PINE

CoOwner/Spouse Maureen Boelkins
Signature MAUREEN BOELKINS
Address 820 PINE

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

SPECIAL ASSESSMENT
HEARING RESPONSE CARD

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

Return This Card By: FEBRUARY 8, 2005

Project Title: CLAY AVE., TERRACE ST. TO SPRING ST.

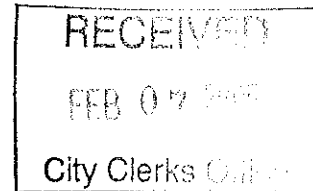
Project Description: RECONSTRUCTION

INSTRUCTIONS

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Assessment Information

Property Address: 103 W CLAY AVE
Parcel Number 24-205-176-0003-00
Assessable Frontage: 44.5 Feet
Estimated Front Foot Cost: \$32.00 per Foot
ESTIMATED TOTAL COST \$1,424.00



Property Description

CITY OF MUSKEGON
REVISED PLAT OF 1903
E 44 1/2 FT LOT 3 BLK 176

Your vote COUNTS!

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

I AM IN FAVOR

☐

I AM OPPOSED

☒

Owner	<u>Bill Noorff</u>	CoOwner/Spouse	_____
Signature	<u>Bill Noorff</u>	Signature	_____
Address	<u>103 W. Clay</u>	Address	_____

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

10

I AM opposed !! I would like a
Total of polled and the Results please.

Bill

Commission Meeting Date: February 8, 2005

Date: January 31, 2005
To: Honorable Mayor & City Commission
From: Planning & Economic Development Department *CB*
**RE: Brownfield Site Assessment Professional
Services Agreement- Environmental Consultants**

SUMMARY OF REQUEST: To approve the attached "Professional Services Agreement" ("Agreement") for environmental services related to the Site Assessment Grant/Loan received by the City. This same Agreement will be used between the City and each of the four firms approved by the Commission (i.e., Prein & Newhof, P.S., Westshore Engineering, ERM, Inc., Horizon Environmental).

FINANCIAL IMPACT: The payments to the environmental consultants will be made from the Site Assessment Grant/Loan through the Michigan Department of Environmental Quality.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: To approve the attached Agreement between the City of Muskegon and the four approved environmental consultants, and authorize the Mayor and Clerk to sign the Agreements.

COMMITTEE RECOMMENDATION: None.

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT, by and between **CITY OF MUSKEGON** ("City"), a municipal corporation, whose offices are located at 933 Terrace Street, Muskegon, Michigan 49440, and Prein & Newhof ("Consultant") of 4910 Starline Dr., Muskegon, MI 49441

WITNESSETH:

SCOPE OF SERVICES. The City hereby contracts with Consultant to perform the following described professional services, hereinafter collectively referred to as the Scope of Services, with regard to the City's Project as described or as referred to as Brownfield consulting services with specific scope of work to be defined in project-specific work plans. Consultant's Proposal dated _____, 200_ is hereby incorporated into this Agreement.

CONSULTANT'S COMPENSATION. Consultant shall be paid for all services rendered as defined in individual project-specific work plans.

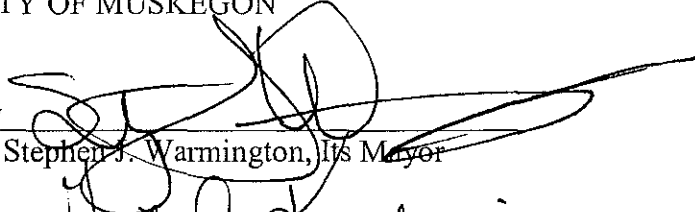
CITY'S REPRESENTATIVE. The City has designated Anne P. Couture the official Representative of the City. As such, the Representative shall be responsible for the execution of any document pertaining to this Agreement or any amendment thereto, and for the approval of all change orders, addenda, and additional services to be performed by Consultant.

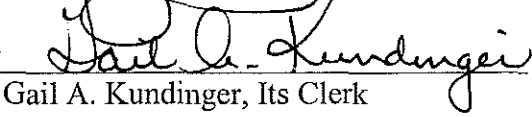
TERMS AND CONDITIONS. Consultant's Terms and Conditions of contract, as printed on page 3 hereof, shall apply to all work performed by Consultant pursuant to this Agreement unless otherwise specifically agreed in writing. Where the City issues a purchase order to authorize Consultant's undertaking to perform professional services, that undertaking will be governed by the Terms and Conditions and Additional Provisions, if any, of this Agreement.

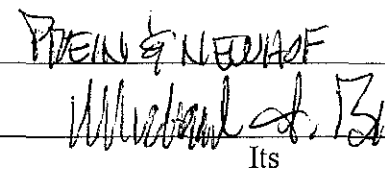
ADDITIONAL PROVISIONS; ENTIRE AGREEMENT. The City and Consultant mutually agree that the rights and obligations of the parties under this Agreement shall be further governed by the additional provisions indicated below and attached hereto, and that such Additional Provisions, together with the Terms and Conditions printed on page 3 hereof are intended by the City and Consultant as a final expression and complete and exclusive statement of their agreement.

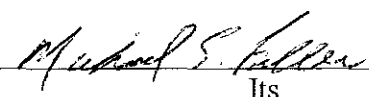
The parties have executed this Agreement and it is made effective on this 8th day of February, 2005.

CITY OF MUSKEGON

By 
Stephen J. Warmington, Its Mayor

By 
Gail A. Kunding, Its Clerk


By Michael A. Butler SECRETARY
Its

By 
Michael S. Hallen TREASURER
Its

TERMS AND CONDITIONS

The following terms and conditions shall be a part of Environmental Resources Management's ("Consultant") contractual undertaking to perform professional services, and Consultant's undertaking to perform such services and to enter into this Agreement is expressly conditioned on **CITY OF MUSKEGON's** ("City") assent to such Terms and Conditions, notwithstanding any additional or conflicting Terms and Conditions of City, which are hereby expressly objected to and rejected by Consultant. Where the City issues a purchase order to authorize Consultant's undertaking to perform professional services, that undertaking will be governed by the Terms and Conditions and Additional Provisions, if any, of this Agreement.

1. **PERFORMANCE.** Consultant shall exercise due care in performing professional design and other professional services, but Consultant makes no warranty, express or implied, with respect to any services performed hereunder.
2. **ADDITIONAL SERVICES.** Additional Services other than those rendered pursuant to any additional provisions attached hereto, or any subsequent modifications hereto, shall only be authorized by written amendment to this Agreement signed on behalf of City and Consultant. All additional services shall nevertheless be performed by Consultant subject to these Terms and Conditions.
3. **SUBCONTRACTORS.** Consultant may engage subcontractors on behalf of City to perform a portion of the services to be provided by Consultant hereunder.
4. **TERMINATION.** This Agreement may be terminated by either party upon 7 days prior written notice. In the event of termination, Consultant shall be paid up to the effective date of termination for all services rendered by it, and all drawings or other documents prepared by Consultant shall remain the property of Consultant and not be delivered to City until all monies owed to Consultant by City (whether or not such monies have then become due and payable) have been paid. Consultant assumes no liability for the use of drawings and other documents delivered to the City under this clause, unless otherwise specifically agreed to in writing.
5. **PAYMENT.** Consultant shall bill for services rendered and reimbursable costs incurred on a monthly basis. Each invoice shall be due and payable within 15 days of the presentation of the invoice. Invoices over 30 days past due will be charged monthly interest at the rate of 12% per annum on the unpaid balance or the highest lawful rate, whichever is less. City hereby waives any defense of usury with regard to said rate of interest. Consultant may, after 7 days written notice to City, suspend performance of services until all past due amounts are paid.
6. **MEDIATION.** In an effort to resolve any conflicts that arise during the design or construction of the project or following the completion of the project, the City and

Consultant agree that all disputes between them arising out of or relating to this Agreement shall be submitted to nonbinding mediation unless the parties mutually agree otherwise.

7. **INSURANCE.** Upon request, Consultant will furnish City a written description of insurance coverages then being maintained by Consultant which may be related to Consultant's performance of services hereunder. No oral representations regarding insurance shall be binding upon Consultant.
8. **COST ESTIMATES.** Since Consultant has no control over the cost of labor and materials or over competitive bidding and market conditions, any estimates of equipment, construction, or operating costs will be made on the basis of Consultant's experience, by Consultant. Consultant does not warrant the accuracy of such estimates as compared to contractor's bids or actual costs incurred.
9. **SITE ACCESS AND SECURITY.** Unless specifically expressed otherwise as services to be undertaken by Consultant, City is solely responsible for all aspects of site security and for obtaining any necessary permission from any affected third party property owners for use of their lands. Client shall obtain signed Authorization(s) for Entry and Use of Land as necessary for Consultant to perform its Services.
10. **UNDERGROUND STRUCTURES OR UTILITIES.** In the performance of its services, Consultant will take all reasonable care and precautions to avoid damage to underground structures or utilities.
11. **WAIVER.** No waiver, discharge, or renunciation of any claim or right of Consultant arising out of breach of this Agreement by City shall be effective unless in writing signed by Consultant and supported by separate consideration.
12. **GOVERNING LAW.** This Agreement shall be deemed to have been made in Muskegon County, Michigan, and shall be governed by, and construed in accordance with the laws of the State of Michigan.
13. **SHOP DRAWINGS.** If shop drawing review is provided under this Agreement, Consultant will check and review samples, catalog data, schedules, shop drawings, laboratory, shop and mill tests of materials and equipment, and all other data which the Contractor is required to submit, only for conformance with the design concept of the Project and compliance with the information given by the construction Contract Documents.
14. **CONSTRUCTION PHASE SERVICES.** Unless specifically authorized to provide construction inspection or construction management services, Consultant assumes no liability with regard to the compliance of construction to Contract Documents prepared by Consultant.

15. **FEDERAL/LOCAL RIGHT-TO-KNOW COMPLIANCE.** In compliance with the Federal Hazard Communication Standards and applicable local laws or ordinances, City shall provide Consultant with a list of hazardous substances in the work place to which Consultant's employees or subcontractors may be exposed to while executing this Agreement to the extent that City is aware of such.

ADDITIONAL PROVISIONS ENVIRONMENTAL SERVICES

1. **STANDARD CARE, WARRANTY, AND OWNERSHIP.** Services performed by Consultant under this Agreement shall be conducted in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions. No other warranty expressed or implied is made. Nothing implied by this Agreement or Consultant's other dealings with City shall be interpreted or construed to make Consultant the owner or generator of any waste, contamination, or contaminated product, land or buildings related to the subject matter of this Agreement. Client shall retain ownership and all responsibility for all contaminants and wastes.
2. **DISCOVERY OF UNANTICIPATED HAZARDOUS MATERIAL.** The discovery of unanticipated hazardous materials encountered during the execution of any work as related to this Agreement shall constitute a changed condition and a change in the Scope of Services and, therefore, a change in Consultant's Compensation. Consultant will notify City as soon as practically possible and agree to an adjustment in the Agreement pursuant to paragraph 2 of the Terms and Conditions.
3. **USE OF CITY'S DATA.** Consultant prefers to generate and interpret all data used for design or any other consulting purposes. However, if City furnishes data to Consultant for use in performing services provided by Consultant, Consultant will furnish no warranties, either implied or expressed, as to the accuracy of such data or its completeness for its intended use. City retains all responsibility for the quality of any and all data furnished to Consultant which has been generated by anyone other than Consultant.
4. **TECHNICAL APPROACH.** All work is performed with City's acceptance that field and design techniques are evolving and the standards and regulations are subject to rapid change such that selected acceptable, effective design approaches may become superseded by the time of execution. Such change will constitute a changed condition requiring an adjustment in the Scope of Services and in Consultant's compensation.
5. **CITY'S RESPONSIBILITY TO NOTIFY CONSULTANT.** City hereby warrants that if he knows or has any reason to assume or suspect that hazardous materials may exist at the project site, he has so informed Consultant.
6. **DATA COLLECTION.** If City specifies sampling, testing, boring, or well locations, Consultant reserves the right to deviate a reasonable distance from the location specified. If the site conditions prevent the performance of the work at or near the designated locations and these site conditions were not previously made

known to Consultant, the parties shall attempt to designate alternative locations which may constitute a change in the Scope of Services and therefore may require an adjustment in Consultant's compensation.

**ADDITIONAL PROVISIONS
ENVIRONMENTAL SITE ASSESSMENTS**

1. **SCOPE OF SERVICES.** These additional provisions shall apply to Scope of Services referred to separately or collectively as: Phase I Site Assessment, Phase II Site Assessment, Environmental Inspections, or Environmental Audit.
2. **RIGHT OF ENTRY AND USE OF LAND.** City hereby permits employees, agents, representatives, and subcontractors of Consultant's to enter, use and move freely about the Project site to perform their work. Consultant will take all reasonable precautions to minimize any damage to the property. City understands and accepts that the work involved may result in some disturbance of the surface and/or the subsurface of the property.
3. **FAILURE TO ENCOUNTER HAZARDOUS MATERIALS.** City understands that failure to discover hazardous materials does not guarantee that hazardous materials do not exist at the project site and that a non-contaminated site may later become contaminated. Therefore, although Consultant will use all reasonable care and a level of skill ordinarily exercised by members of the profession currently practicing under similar conditions, City agrees that Consultant shall not be responsible for failure to detect the presence of hazardous materials through techniques and practices commonly used for the purpose unless such failure is caused by the sole negligence of Consultant.
4. **STATE OF THE ART.** City understands and accepts that field techniques and analytical capabilities are evolving and that the standards and regulations are subject to rapid change such that currently acceptable investigative approaches and techniques may become superseded by the time of execution. Such change will constitute a changed condition requiring adjustment in Scope of Services and Consultant's Compensation.
5. **SAMPLING LOCATIONS.** If City specifies a sampling or boring location, Consultant reserves the right to deviate a reasonable distance from the location specified. If the site conditions prevent sampling or drilling at or near the designated locations and these conditions were unknown to Consultant, the parties shall attempt to designate alternate locations which may constitute a change in the Scope of Services and Consultant's Compensation.
6. **ENVIRONMENTAL SITE ASSESSMENT REPORTS.** The intent of this assignment is detailed in the Scope of Services and all aspects of that work will be addressed in the report. City understands that:
 - a. Consultant will give no opinion regarding the retention of existing permits or procurement of new permits.

- b. Consultant will make no representations or warranties regarding the market value of any property or its use for a particular purpose.
- c. Consultant will make no representations or warranties regarding the actual costs which may be associated with any environmental remediation at this site. Any opinions presented with regard to possible remediation are estimates only, and the actual costs may be substantially different.
- d. No report constitutes legal advice, nor does Consultant purport to give legal advice.
- e. Certain information contained in any report may be provided by agencies and/or personal interviews. Consultant will make no representations or warranties that such information is accurate or that any independent investigation, beyond the agreed upon Scope of Services, has been or will be made to verify the accuracy of such information.

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT, by and between CITY OF MUSKEGON ("City"), a municipal corporation, whose offices are located at 933 Terrace Street, Muskegon, Michigan 49440, and Westshore Consulting ("Consultant") of 2534 Black Creek Rd, Muskegon, Mi 49444

WITNESSETH:

SCOPE OF SERVICES. The City hereby contracts with Consultant to perform the following described professional services, hereinafter collectively referred to as the Scope of Services, with regard to the City's Project as described or as referred to as Brownfield consulting services with specific scope of work to be defined in project-specific work plans. Consultant's Proposal dated _____, 200_ is hereby incorporated into this Agreement.

CONSULTANT'S COMPENSATION. Consultant shall be paid for all services rendered as defined in individual project-specific work plans.

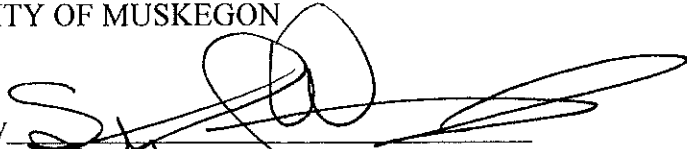
CITY'S REPRESENTATIVE. The City has designated Anne P. Couture the official Representative of the City. As such, the Representative shall be responsible for the execution of any document pertaining to this Agreement or any amendment thereto, and for the approval of all change orders, addenda, and additional services to be performed by Consultant.

TERMS AND CONDITIONS. Consultant's Terms and Conditions of contract, as printed on page 3 hereof, shall apply to all work performed by Consultant pursuant to this Agreement unless otherwise specifically agreed in writing. Where the City issues a purchase order to authorize Consultant's undertaking to perform professional services, that undertaking will be governed by the Terms and Conditions and Additional Provisions, if any, of this Agreement.

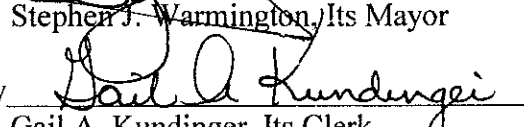
ADDITIONAL PROVISIONS; ENTIRE AGREEMENT. The City and Consultant mutually agree that the rights and obligations of the parties under this Agreement shall be further governed by the additional provisions indicated below and attached hereto, and that such Additional Provisions, together with the Terms and Conditions printed on page 3 hereof are intended by the City and Consultant as a final expression and complete and exclusive statement of their agreement.

The parties have executed this Agreement and it is made effective on this 8th day of February, 2005.

CITY OF MUSKEGON

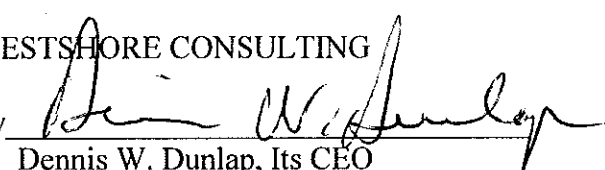
By 

Stephen J. Warmington, Its Mayor

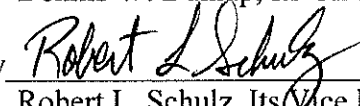
By 

Gail A. Kunder, Its Clerk

WESTSHORE CONSULTING

By 

Dennis W. Dunlap, Its CEO

By 

Robert L. Schulz, Its Vice President

TERMS AND CONDITIONS

The following terms and conditions shall be a part of Westshore Consulting's ("Consultant") contractual undertaking to perform professional services, and Consultant's undertaking to perform such services and to enter into this Agreement is expressly conditioned on **CITY OF MUSKEGON's** ("City") assent to such Terms and Conditions, notwithstanding any additional or conflicting Terms and Conditions of City, which are hereby expressly objected to and rejected by Consultant. Where the City issues a purchase order to authorize Consultant's undertaking to perform professional services, that undertaking will be governed by the Terms and Conditions and Additional Provisions, if any, of this Agreement.

1. **PERFORMANCE.** Consultant shall exercise due care in performing professional design and other professional services, but Consultant makes no warranty, express or implied, with respect to any services performed hereunder.
2. **ADDITIONAL SERVICES.** Additional Services other than those rendered pursuant to any additional provisions attached hereto, or any subsequent modifications hereto, shall only be authorized by written amendment to this Agreement signed on behalf of City and Consultant. All additional services shall nevertheless be performed by Consultant subject to these Terms and Conditions.
3. **SUBCONTRACTORS.** Consultant may engage subcontractors on behalf of City to perform a portion of the services to be provided by Consultant hereunder.
4. **TERMINATION.** This Agreement may be terminated by either party upon 7 days prior written notice. In the event of termination, Consultant shall be paid up to the effective date of termination for all services rendered by it, and all drawings or other documents prepared by Consultant shall remain the property of Consultant and not be delivered to City until all monies owed to Consultant by City (whether or not such monies have then become due and payable) have been paid. Consultant assumes no liability for the use of drawings and other documents delivered to the City under this clause, unless otherwise specifically agreed to in writing.
5. **PAYMENT.** Consultant shall bid for services rendered and reimbursable costs incurred on a monthly basis. Each invoice shall be due and payable within 15 days of the presentation of the invoice. Invoices over 30 days past due will be charged monthly interest at the rate of 12% per annum on the unpaid balance or the highest lawful rate, whichever is less. City hereby waives any defense of usury with regard to said rate of interest. Consultant may, after 7 days written notice to City, suspend performance of services until all past due amounts are paid.
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8. **COST ESTIMATES.** Since Consultant has no control over the cost of labor and materials or over competitive bidding and market conditions, any estimates of equipment, construction, or operating costs will be made on the basis of Consultant's experience. Consultant does not warrant the accuracy of such estimates as compared to contractor's bids or actual costs incurred.
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10. **UNDERGROUND STRUCTURES OR UTILITIES.** In the performance of its services, Consultant will take all reasonable care and precautions to avoid damage to underground structures or utilities.
11. **WAIVER.** No waiver, discharge, or renunciation of any claim or right of Consultant arising out of breach of this Agreement by City shall be effective unless in writing signed by Consultant and supported by separate consideration.
12. **GOVERNING LAW.** This Agreement shall be deemed to have been made in Muskegon County, Michigan, and shall be governed by, and construed in accordance with the laws of the State of Michigan.
13. **SHOP DRAWINGS.** If shop drawing review is provided under this Agreement, Consultant will check and review samples, catalog data, schedules, shop drawings, laboratory, shop and mill tests of materials and equipment, and all other data which the Contractor is required to submit, only for conformance with the design concept of the Project and compliance with the information given by the construction Contract Documents.
14. **CONSTRUCTION PHASE SERVICES.** Unless specifically authorized to provide construction inspection or construction management services, Consultant assumes no liability with regard to the compliance of construction to Contract Documents prepared by Consultant.

15. **FEDERAL/LOCAL RIGHT-TO-KNOW COMPLIANCE.** In compliance with the Federal Hazard Communication Standards and applicable local laws or ordinances, City shall provide Consultant with a list of hazardous substances in the work place to which Consultant's employees or subcontractors may be exposed to while executing this Agreement to the extent that City is aware of such.

ADDITIONAL PROVISIONS ENVIRONMENTAL SERVICES

1. **STANDARD CARE, WARRANTY, AND OWNERSHIP.** Services performed by Consultant under this Agreement shall be conducted in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions. No other warranty expressed or implied is made. Nothing implied by this Agreement or Consultant's other dealings with City shall be interpreted or construed to make Consultant the owner or generator of any waste, contamination, or contaminated product, land or buildings related to the subject matter of this Agreement. Client shall retain ownership and all responsibility for all contaminants and wastes.
2. **DISCOVERY OF UNANTICIPATED HAZARDOUS MATERIAL.** The discovery of unanticipated hazardous materials encountered during the execution of any work as related to this Agreement shall constitute a changed condition and a change in the Scope of Services and, therefore, a change in Consultant's Compensation. Consultant will notify City as soon as practically possible and agree to an adjustment in the Agreement pursuant to paragraph 2 of the Terms and Conditions.
3. **USE OF CITY'S DATA.** Consultant prefers to generate and interpret all data used for design or any other consulting purposes. However, if City furnishes data to Consultant for use in performing services provided by Consultant, Consultant will furnish no warranties, either implied or expressed, as to the accuracy of such data or its completeness for its intended use. City retains all responsibility for the quality of any and all data furnished to Consultant which has been generated by anyone other than Consultant.
4. **TECHNICAL APPROACH.** All work is performed with City's acceptance that field and design techniques are evolving and the standards and regulations are subject to rapid change such that selected acceptable, effective design approaches may become superseded by the time of execution. Such change will constitute a changed condition requiring an adjustment in the Scope of Services and in Consultant's compensation.
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known to Consultant, the parties shall attempt to designate alternative locations which may constitute a change in the Scope of Services and therefore may require an adjustment in Consultant's compensation.

ADDITIONAL PROVISIONS ENVIRONMENTAL SITE ASSESSMENTS

1. **SCOPE OF SERVICES.** These additional provisions shall apply to Scope of Services referred to separately or collectively as: Phase I Site Assessment, Phase II Site Assessment, Environmental Inspections, or Environmental Audit.
2. **RIGHT OF ENTRY AND USE OF LAND.** City hereby permits employees, agents, representatives, and subcontractors of Consultant's to enter, use and move freely about the Project site to perform their work. Consultant will take all reasonable precautions to minimize any damage to the property. City understands and accepts that the work involved may result in some disturbance of the surface and/or the subsurface of the property.
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PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT, by and between **CITY OF MUSKEGON** ("City"), a municipal corporation, whose offices are located at 933 Terrace Street, Muskegon, Michigan 49440, and **Environmental Resources Management, Inc., 3352 128th Avenue, Holland, Michigan 49424** ("Consultant").

WITNESSETH:

SCOPE OF SERVICES. The City hereby contracts with Consultant to perform the following described professional services, hereinafter collectively referred to as the Scope of Services, with regard to the City's Project as described or as referred to as Brownfield consulting services with specific scope of work to be defined in project-specific work plans. Consultant's Proposal dated January 6, 2005 is hereby incorporated into this Agreement.

CONSULTANT'S COMPENSATION. Consultant shall be paid for all services rendered as defined in individual project-specific work plans.

CITY'S REPRESENTATIVE. The City has designated Anne P. Couture the official Representative of the City. As such, the Representative shall be responsible for the execution of any document pertaining to this Agreement or any amendment thereto, and for the approval of all change orders, addenda, and additional services to be performed by Consultant.

TERMS AND CONDITIONS. Consultant's Terms and Conditions of contract, as printed on page 3 hereof, shall apply to all work performed by Consultant pursuant to this Agreement unless otherwise specifically agreed in writing. Where the City issues a purchase order to authorize Consultant's undertaking to perform professional services, that undertaking will be governed by the Terms and Conditions and Additional Provisions, if any, of this Agreement.

ADDITIONAL PROVISIONS; ENTIRE AGREEMENT. The City and Consultant mutually agree that the rights and obligations of the parties under this Agreement shall be further governed by the additional provisions indicated below and attached hereto, and that such Additional Provisions, together with the Terms and Conditions printed on page 3 hereof are intended by the City and Consultant as a final expression and complete and exclusive statement of their agreement.

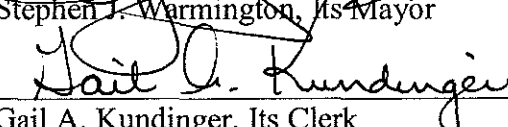
The parties have executed this Agreement and it is made effective on this 8th day of February, 2005.

CITY OF MUSKEGON

By

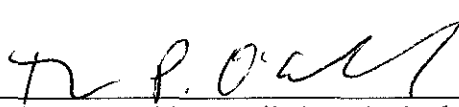

Stephen J. Warmington, Its Mayor

By

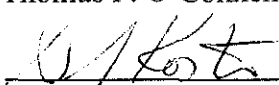

Gail A. Kunding, Its Clerk

ENVIRONMENTAL RESOURCES
MANAGEMENT, INC.

By


Thomas P. O'Connell, Its Principal

By


Steven J. Koster, Its Principal and
Branch Manager

TERMS AND CONDITIONS

The following terms and conditions shall be a part of Environmental Resources Management's ("Consultant") contractual undertaking to perform professional services, and Consultant's undertaking to perform such services and to enter into this Agreement is expressly conditioned on **CITY OF MUSKEGON's** ("City") assent to such Terms and Conditions, notwithstanding any additional or conflicting Terms and Conditions of City, which are hereby expressly objected to and rejected by Consultant. Where the City issues a purchase order to authorize Consultant's undertaking to perform professional services, that undertaking will be governed by the Terms and Conditions and Additional Provisions, if any, of this Agreement.

1. **PERFORMANCE.** Consultant shall exercise due care in performing professional design and other professional services, but Consultant makes no warranty, express or implied, with respect to any services performed hereunder.
2. **ADDITIONAL SERVICES.** Additional Services other than those rendered pursuant to any additional provisions attached hereto, or any subsequent modifications hereto, shall only be authorized by written amendment to this Agreement signed on behalf of City and Consultant. All additional services shall nevertheless be performed by Consultant subject to these Terms and Conditions.
3. **SUBCONTRACTORS.** Consultant may engage subcontractors on behalf of City to perform a portion of the services to be provided by Consultant hereunder.
4. **TERMINATION.** This Agreement may be terminated by either party upon 7 days prior written notice. In the event of termination, Consultant shall be paid up to the effective date of termination for all services rendered by it, and all drawings or other documents prepared by Consultant shall remain the property of Consultant and not be delivered to City until all monies owed to Consultant by City (whether or not such monies have then become due and payable) have been paid. Consultant assumes no liability for the use of drawings and other documents delivered to the City under this clause, unless otherwise specifically agreed to in writing.
5. **PAYMENT.** Consultant shall bill for services rendered and reimbursable costs incurred on a monthly basis. Each invoice shall be due and payable within 15 days of the presentation of the invoice. Invoices over 30 days past due will be charged monthly interest at the rate of 12% per annum on the unpaid balance or the highest lawful rate, whichever is less. City hereby waives any defense of usury with regard to said rate of interest. Consultant may, after 7 days written notice to City, suspend performance of services until all past due amounts are paid.
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8. **COST ESTIMATES.** Since Consultant has no control over the cost of labor and materials or over competitive bidding and market conditions, any estimates of equipment, construction, or operating costs will be made on the basis of Consultant's experience, by Consultant. Consultant does not warrant the accuracy of such estimates as compared to contractor's bids or actual costs incurred.
9. **SITE ACCESS AND SECURITY.** Unless specifically expressed otherwise as services to be undertaken by Consultant, City is solely responsible for all aspects of site security and for obtaining any necessary permission from any affected third party property owners for use of their lands. Client shall obtain signed Authorization(s) for Entry and Use of Land as necessary for Consultant to perform its Services.
10. **UNDERGROUND STRUCTURES OR UTILITIES.** In the performance of its services, Consultant will take all reasonable care and precautions to avoid damage to underground structures or utilities.
11. **WAIVER.** No waiver, discharge, or renunciation of any claim or right of Consultant arising out of breach of this Agreement by City shall be effective unless in writing signed by Consultant and supported by separate consideration.
12. **GOVERNING LAW.** This Agreement shall be deemed to have been made in Muskegon County, Michigan, and shall be governed by, and construed in accordance with the laws of the State of Michigan.
13. **SHOP DRAWINGS.** If shop drawing review is provided under this Agreement, Consultant will check and review samples, catalog data, schedules, shop drawings, laboratory, shop and mill tests of materials and equipment, and all other data which the Contractor is required to submit, only for conformance with the design concept of the Project and compliance with the information given by the construction Contract Documents.
14. **CONSTRUCTION PHASE SERVICES.** Unless specifically authorized to provide construction inspection or construction management services, Consultant assumes no liability with regard to the compliance of construction to Contract Documents prepared by Consultant.

15. **FEDERAL/LOCAL RIGHT-TO-KNOW COMPLIANCE.** In compliance with the Federal Hazard Communication Standards and applicable local laws or ordinances, City shall provide Consultant with a list of hazardous substances in the work place to which Consultant's employees or subcontractors may be exposed to while executing this Agreement to the extent that City is aware of such.

ADDITIONAL PROVISIONS ENVIRONMENTAL SERVICES

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2. **DISCOVERY OF UNANTICIPATED HAZARDOUS MATERIAL.** The discovery of unanticipated hazardous materials encountered during the execution of any work as related to this Agreement shall constitute a changed condition and a change in the Scope of Services and, therefore, a change in Consultant's Compensation. Consultant will notify City as soon as practically possible and agree to an adjustment in the Agreement pursuant to paragraph 2 of the Terms and Conditions.
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ENVIRONMENTAL SITE ASSESSMENTS**

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PROFESSIONAL SERVICES AGREEMENT

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WITNESSETH:

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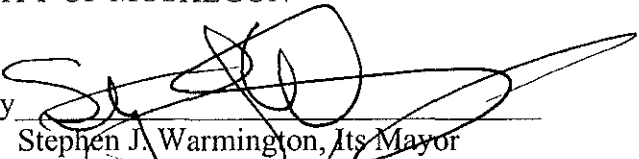
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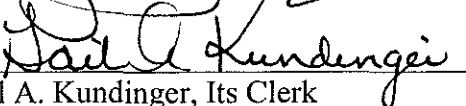
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The parties have executed this Agreement and it is made effective on this 8th day of February, 2005.

CITY OF MUSKEGON

By 
Stephen J. Warmington, Its Mayor

By 
Gail A. Kunderger, Its Clerk

HORIZON ENVIRONMENTAL CORPORATION

By 
Charlene A. McGue Its Managing Principal

By 
William T. Davidson, Project Manager

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CITY COMMISSION MEETING

February 8, 2005

TO: Honorable Mayor and City Commissioners
FROM: Karen Scholle, Civil Service Personnel Director
DATE: February 1, 2005
RE: Seasonal and Temporary Services Provider Contract

SUMMARY OF REQUEST:

Approval of provider contract for seasonal and temporary employment services.

*RFP solicitation resulted in three proposals, which were due February 1, 2005.
Proposals were received from:*

GoodTemps, 765 W Norton, Muskegon, MI 49441

MANPOWER; 20 West Muskegon Avenue, Muskegon, MI 49440-1317

Troy Technical Services, Inc., 1000-3 Mile Rd NW, Grand Rapids, MI 49544

*A committee consisting of managers and users reviewed proposals and interviewed bidder representatives. While **GoodTemps** was the low bidder, the decision to award them the contract was not made exclusively on that factor. Overall, **GoodTemps** presented a desirable package in terms of flexibility, responsiveness, hiring and orientation process, reporting, and commitment to equal employment opportunity.*

FINANCIAL IMPACT:

Seasonal and temporary services are projected to cost approximately \$400,000 during 2005.

BUDGET ACTION REQUIRED:

Financial resources are allocated in the 2005 budget.

COMMITTEE RECOMMENDATION:

The committee recommends that **GoodTemps** be awarded the 2005-2007 seasonal and temporary services provider contract.

STAFF RECOMMENDATION:

Staff recommends and requests approval of the decision to award the seasonal and temporary services contract to **GoodTemps**, contingent upon a working out agreement terms acceptable to the City Attorney.

TO: Mayor Warmington and City Commissioners
FROM: Karen Scholle, Civil Service Personnel Director
DATE: February 1, 2005
RE: Seasonal and Temporary Services Provider RFP Summary & Recommendation

The RFP was prepared and mailed to area employment services providers:

GoodTemps, 765 W Norton, Muskegon, MI 49441
Labor Ready, 2518 Henry Street, Muskegon, MI 49441
MANPOWER; 20 W Muskegon Avenue; Muskegon, MI 49440
Kelly Services, 1848 E Sherman Blvd., Muskegon, MI 49444

Bids were due and opened at 2:00 p.m. on Tuesday, February 1, 2005. Prior to this, the current contract holder, Kelly Services, submitted a letter declining to bid on the contract.

The RFP public notices placed in *The Muskegon Chronicle*, as required, also yielded bid package requests from:

MOKA, 3391 Merriam, Muskegon, MI 49444
Professional Search, 521 Cambridge, Muskegon, MI 49441
Troy Tech Services, Inc., 1000-3 Mile Rd NW, Grand Rapids, MI 49544

The bids were due and opened at 2:00 p.m. on Tuesday, February 1, 2005, in the City Clerk's office. Completed bid packages were received from:

GoodTemps.
MANPOWER
Troy Technical Services, Inc.

Copies of the three bidder's proposal sheets are attached.

GoodTemps submitted the low bid. Having met with them, and per input from involved supervisors and department heads, it is recommended that the seasonal and temporary services provider contract for 2005-2007 be awarded to **GoodTemps**.

CERTIFICATION OF QUOTATION

I certify that this quote is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a quotation for the same materials, supplies, equipment, or service.

I certify that this quote meets or exceeds all of the specifications contained herein, and is in all respects fair and without collusion or fraud.

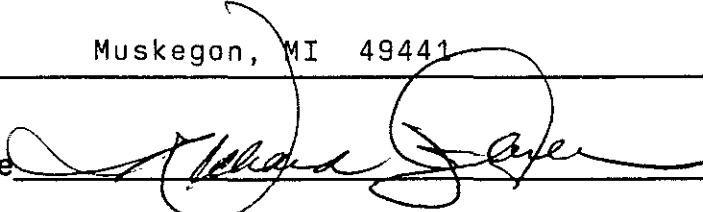
I understand collusive quoting is a violation of state and federal law and can result in fines, prison sentences, and civil damage awards.

I agree to abide by all conditions of this quotation and certify that I am authorized to sign for the bidder.

Bidder Name GoodTemps, Inc.

Address 765 W. Norton Avenue

Muskegon, MI 49441

Signature 

Printed Name Richard J. Carlson

Title President & CEO

Date Certified 2-1-05

The City of Muskegon also is seeking bids for temporary employment services for seasonal help for the following job classifications (job descriptions attached):

As the City of Muskegon is a Drug-Free Workplace Employer, all temporary workers must pass a 5-panel nida-like drug screen (non-DOT). Please be certain to include the cost of the drug screen in your bid.

<u>Classification</u>	<u>City Provides PPE*: % of Entry Level Hourly Rate*</u>	<u>Bidder Provides PPE*: % of Entry Level Hourly Rate**</u>
1. <u>Leisure Services:</u> Seasonal Maintenance Worker (41 requisitions in 2001) (41 requisitions in 2002) (45 requisitions in 2003) (35 requisitions in 2004)	<u>33%</u>	<u>33.5%</u>
2. <u>Public Works:</u> Seasonal Maintenance Worker (11 requisitions in 2001) (9 requisitions in 2002) (11 requisitions in 2003) (10 requisitions in 2004)	<u>33%</u>	<u>33.5%</u>

Personal Protective Equipment (PPE) Requirements for Seasonal Workers:

High visibility Class 2 safety vest
Hardhat
Leather palm gloves
Z87.1 safety glasses with hard side shields
Hearing protection
Face shield (if requested by Leisure Services employees)
Particle mask

QUOTATION SUMMARY

The City of Muskegon is seeking bids for temporary employment services on an "as-needed" basis for the following job classifications (job descriptions are attached):

As the City of Muskegon is a Drug-Free Workplace Employer, all temporary workers must pass a 5-panel nida-like drug screen (non-DOT). Please be certain to include the cost of the drug screen in your bid.

<u>Classification</u>	<u>City Referral:*</u> <u>% of Entry</u> <u>Level Hourly Rate</u>	<u>Bidder Referral:**</u> <u>% of Entry</u> <u>Level Hourly Rate</u>
1. <u>Customer Service Representative I***</u> (36 requisitions in 2001) (20 requisitions in 2002) (4 requisitions in 2003) (3 requisitions in 2004)	24%	25%

*City identifies and refers a candidate to the bidder for employment.

**Bidder provides candidate through its own resources.

***Formerly Account Clerk

CERTIFICATION OF QUOTATION

I certify that this quote is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a quotation for the same materials, supplies, equipment, or service.

I certify that this quote meets or exceeds all of the specifications contained herein, and is in all respects fair and without collusion or fraud.

I understand collusive quoting is a violation of state and federal law and can result in fines, prison sentences, and civil damage awards.

I agree to abide by all conditions of this quotation and certify that I am authorized to sign for the bidder.

Bidder Name MANPOWER, INC. (JDM and Associates dba/Manpower Temporary Services)

Address 20 W. Muskegon Avenue

Muskegon, Michigan 49440-1317

Signature _____

Printed Name Annette W. Jack

Title District Manager

Date Certified 2/1/05

The City of Muskegon also is seeking bids for temporary employment services for seasonal help for the following job classifications (job descriptions attached):

As the City of Muskegon is a Drug-Free Workplace Employer, all temporary workers must pass a 5-panel nida-like drug screen (non-DOT). Please be certain to include the cost of the drug screen in your bid.

<u>Classification</u>	<u>City Provides PPE*: % of Entry Level Hourly Rate*</u>	<u>Bidder Provides PPE*: % of Entry Level Hourly Rate**</u>
1. <u>Leisure Services:</u> Seasonal Maintenance Worker (41 requisitions in 2001) (41 requisitions in 2002) (45 requisitions in 2003) (35 requisitions in 2004)	<u>1.34</u>	<u>1.367</u>
2. <u>Public Works:</u> Seasonal Maintenance Worker (11 requisitions in 2001) (9 requisitions in 2002) (11 requisitions in 2003) (10 requisitions in 2004)	<u>1.335</u>	<u>1.36</u>

Personal Protective Equipment (PPE) Requirements for Seasonal Workers:

High visibility Class 2 safety vest
Hardhat
Leather palm gloves
Z87.1 safety glasses with hard side shields
Hearing protection
Face shield (if requested by Leisure Services employees)
Particle mask

QUOTATION SUMMARY

The City of Muskegon is seeking bids for temporary employment services on an "as-needed" basis for the following job classifications (job descriptions are attached):

As the City of Muskegon is a Drug-Free Workplace Employer, all temporary workers must pass a 5-panel nida-like drug screen (non-DOT). Please be certain to include the cost of the drug screen in your bid.

<u>Classification</u>	<u>City Referral:* % of Entry Level Hourly Rate</u>	<u>Bidder Referral:** % of Entry Level Hourly Rate</u>
1. <u>Customer Service Representative</u> *** (36 requisitions in 2001) (20 requisitions in 2002) (4 requisitions in 2003) (3 requisitions in 2004)	<u>1.29</u>	<u>1.32</u>

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**Bidder provides candidate through its own resources.

***Formerly Account Clerk

CERTIFICATION OF QUOTATION

I certify that this quote is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a quotation for the same materials, supplies, equipment, or service.

I certify that this quote meets or exceeds all of the specifications contained herein, and is in all respects fair and without collusion or fraud.

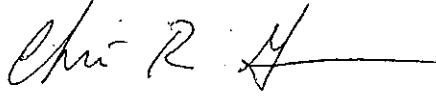
I understand collusive quoting is a violation of state and federal law and can result in fines, prison sentences, and civil damage awards.

I agree to abide by all conditions of this quotation and certify that I am authorized to sign for the bidder.

Bidder Name Troy Tech Services, Inc.

Address 1000 3 Mile RD NW

Grand Rapids, MI 49544

Signature 

Printed Name Chris R Guis, CPC

Title Senior Team Leader

Date Certified 1/25/2004

The City of Muskegon also is seeking bids for temporary employment services for seasonal help for the following job classifications (job descriptions attached):

As the City of Muskegon is a Drug-Free Workplace Employer, all temporary workers must pass a 5-panel nida-like drug screen (non-DOT). Please be certain to include the cost of the drug screen in your bid.

<u>Classification</u>		<u>City Provides PPE*: % of Entry Level Hourly Rate*</u>	<u>Bidder Provides PPE*: % of Entry Level Hourly Rate**</u>
1.	<u>Leisure Services:</u> Seasonal Maintenance Worker (41 requisitions in 2001) (41 requisitions in 2002) (45 requisitions in 2003) (35 requisitions in 2004)	<u>1.40</u>	<u>1.45</u>
2.	<u>Public Works:</u> Seasonal Maintenance Worker (11 requisitions in 2001) (9 requisitions in 2002) (11 requisitions in 2003) (10 requisitions in 2004)	<u>1.40</u>	<u>1.45</u>

Personal Protective Equipment (PPE) Requirements for Seasonal Workers:

High visibility Class 2 safety vest
Hardhat
Leather palm gloves
Z87.1 safety glasses with hard side shields
Hearing protection
Face shield (if requested by Leisure Services employees)
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QUOTATION SUMMARY

The City of Muskegon is seeking bids for temporary employment services on an "as-needed" basis for the following job classifications (job descriptions are attached):

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<u>Classification</u>	<u>City Referral:*</u> <u>% of Entry</u> <u>Level Hourly Rate</u>	<u>Bidder Referral:**</u> <u>% of Entry</u> <u>Level Hourly Rate</u>
1. <u>Customer Service Representative I***</u> (36 requisitions in 2001) (20 requisitions in 2002) (4 requisitions in 2003) (3 requisitions in 2004)	<u>1.38</u>	<u>1.43</u>

*City identifies and refers a candidate to the bidder for employment.

**Bidder provides candidate through its own resources.

***Formerly Account Clerk

2005-14(6)
2-8-05



**CITY OF MUSKEGON
CONTRACT FOR TEMPORARY EMPLOYMENT SERVICES**

This Agreement is effective on this 28th day of March, 2005, between City of Muskegon, a Michigan municipal corporation, of 933 Terrace Street, Muskegon, MI 49443 ("City"), and, Good Temps, of 765 W. Norton Avenue, Muskegon, MI 49441 ("Contractor"), with reference to the following facts:

Background

A. City requested sealed bid proposals from temporary staffing service providers to provide temporary employees to City within the Parks, Cemetery and Highway Departments, as well as to provide general office and clerical services, and other areas within the City as deemed necessary by City.

B. Contractor submitted a bid proposal to provide contract help for temporary work for the City, on an as needed basis, in the Parks, Cemetery and Highway Departments, general office and clerical services, and other areas as deemed necessary by City.

Therefore, the parties agree as follows:

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

- a. Invitations to bid, instructions to bidders and the pre-bid conference with minutes;
- b. All descriptions of services not included in this Agreement but used in connection with the bidding process;
- c. The bid proposal and any requirement included with or attached to the bid documents and this Agreement; and
- d. Any specifications used in connection with this Agreement.

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

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

2. **Services.** Contractor shall provide the following services relating to providing temporary employees for the above listed services.

a. **Pre-employment Selection.** Subsequent to City identifying a candidate for temporary employment, Contractor to review the credentials of each employee assigned to the City to confirm employee's ability to accomplish the essential functions of the position for which they will be assigned. City shall also have the right to review each employee's credentials and verify the employee's suitability for the assigned position. The City shall have the right to reject use of an employee in the event City finds the employee unfit for the position assigned.

b. **Background Screening.** Contractor shall perform applicable criminal and driving record background checks on each employee assigned to the City of Muskegon. Any additional background checks will be accomplished with the assistance of the City.

c. **Drug Screening Program.** Contractor shall perform drug screens on all non-clerical employees.

3. **Equipment.** Contractor shall supply all safety equipment mandated for its employees while on assignment with the City of Muskegon. The issue and expense of this equipment will be the responsibility of Contractor. Equipment includes:

- a. Hard Hats;
- b. Hearing Protection;
- c. Safety Glasses;
- d. Steel Toed Shoes/Boots;
- e. Protective Gloves;
- f. Rain Poncho; and
- g. Other safety equipment as required by applicable local, state and federal laws.

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

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

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

7. **Work Orders.** Work orders shall be submitted by City on a daily, weekly or in an emergency or as needed basis.

8. **Payment.** Requests for payment shall be submitted on a detailed invoice to the City on a weekly basis.

9. **Specific Reservations.** City reserves the right to discontinue its use of temporary employees as it determines appropriate.

10. **Terms and Termination.** This Agreement shall be effective beginning February 1, 2005, and shall remain in full force and effect December 31, 2007, with an option to renew on a yearly basis if mutually agreed upon by both parties.

11. **Commencement and Damages.**

a. **Commencement.** Contractor shall commence performance under this Agreement no later than the time set forth in the Agreement.

b. **Damages.** In the event that Contractor fails to commence performance at the specified time and is in default of the Agreement, Contractor shall pay to the City the sum of \$200 for each and every calendar day that the Contractor is in default. The amount of damages shall not be construed as a penalty, but to ensure the City's ability to provide substituted services and costs associated with that default. Damages shall be determined by the City after investigation by the City. Damages shall be deducted from payment.

c. **Violations.** Following Contractor's commencement of performance of this Agreement, City shall notify Contractor of each violation of the Agreement reported to City. It shall be the duty of Contractor to remedy the cause of the complaint. Failure of Contractor to take remedial measures shall be considered a breach of the Agreement, and for the purpose of computing damages under the provisions of this section, it is agreed that City may deduct from payments due or to become due to Contractor the City's cost to remedy or substitute performance.

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

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

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

d. **Appeal.** The City's determination shall be final and binding on both parties, unless appealed, in writing to the City Manager or his designee within ten (10) working days after notice. The City Manager or his designee shall grant Contractor an informal hearing upon such request. The decision of the City Manager shall be final and binding.

e. **Waiver.** City may waive all or any portion of damages without prejudicing its rights under this Agreement.

12. **Insurance and Indemnity.**

a. **Hold Harmless Agreements.** To the fullest extent permitted by law, Contractor agrees to defend, pay in behalf of, indemnify, and hold harmless the City, its elected and appointed officials, employees, volunteers, and others working on behalf of the City against any and all claims, demands, suits, or losses, including all costs connected therewith, and for any damages which may be asserted, claimed or recovered against or from the City, its elected and appointed officials, employees, volunteers, or others working on behalf of the City, arising out of actions by the contractor or its employees within the scope of their employment. The obligation to defend and hold harmless extends to City's employees, agents, subcontractors, assigns and successors.

b. **City Insurance Requirement.** Contractor shall not commence work under this contract until obtaining the insurance required under this paragraph. All coverages shall be with insurance companies licensed and admitted to do business in the State of Michigan and Best Rated A VIII. All coverage shall be with insurance carriers acceptable to City.

c. **Workers' Compensation Insurance.** Contractor shall procure and maintain during the life of this contract, Workers' Compensation Insurance in an amount not less than \$1,000,000, including Employers Liability Coverage, in accordance with all applicable Statutes of the State of Michigan.

d. **Vehicle Liability Insurance.** Contractor shall procure and maintain during the life of this contract, Vehicle Liability Insurance, in accordance with all applicable Statutes of the State of Michigan.

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

f. **Additional Insured.** Commercial General Liability Insurance, as described above, shall include an endorsement stating the following shall be "Additional Insureds": The City, all elected and appointed officials, all employees and volunteers, all boards, commissions and/or authorities and board members, including employees and volunteers thereof. The endorsement adding the City as additional insured shall read exactly as follows: "The City of Muskegon is hereby added as an additional insured..."

g. **Cancellation Notice.** Workers' Compensation Insurance and Commercial General Liability Insurance, as described above, shall include an endorsement stating the following: "It is understood and agreed that Thirty (30) days' Advance Written Notice of Cancellation, Non-Renewal, Reduction and/or Material Change shall be sent to: CITY OF MUSKEGON CIVIL SERVICE DEPARTMENT.

h. **Proof of Insurance Coverage.** Contractor shall provide the City at the time the contracts are returned for execution, certificates and policies endorsing the City as additional insured as listed below:

- i. Two (2) copies of Certificate of Insurance for Workers' Compensation Insurance, if applicable;
- ii. Two (2) copies of Certificate of Insurance for Commercial General Liability Insurance; and
- iii. If so requested, Certified Copies of all policies mentioned above will be furnished.

i. If any of the above coverages expire during the term of this contract, Contractor shall deliver renewal certificates and/or policies to City at least ten (10) days prior to the expiration date.

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

14. **General Provisions.**

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

b. **Governing Law.** This Agreement is executed in accordance with, shall be governed by, and construed and interpreted in accordance with, the laws of the State of Michigan.

c. **Assignment or Delegation.** Neither party shall assign all nor any portion of its rights and obligations contained in this Agreement without the express prior written approval of the other party, which approval may be withheld in the other party's sole discretion.

d. **Entire Agreement.** This Agreement shall constitute the entire agreement, and shall supersede any other Agreements, written or oral, that may have been made or entered into, by, and between the parties with respect to the subject matter of this Agreement, and shall not be modified or amended except in a subsequent writing signed by the party against whom enforcement is sought.

e. **Binding Effect.** This Agreement shall be binding upon, and inure to the benefit of, and be enforceable by, the parties and their respective legal representatives, permitted successors, and assigns.

f. **Non-Waiver.** No waiver by any party of any provision of this Agreement shall constitute a waiver by such party of such provision on any other occasion or a waiver by such party of any other provision of this Agreement.

g. **Severability.** Should any one or more of the provisions of this Agreement be determined to be invalid, unlawful, or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions of this Agreement shall not in any way be impaired or affected.

h. **Venue.** The parties agree that, for purposes of any dispute in connection with this Agreement, the Muskegon County Circuit Court shall have exclusive personal and subject matter jurisdiction and venue.

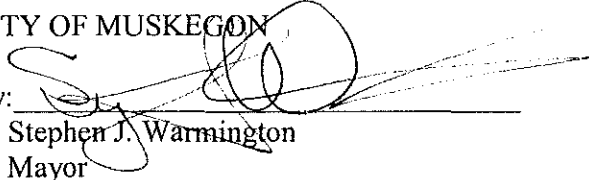
i. **Survival.** All representations, warranties, and covenants in this Agreement shall survive the signing of this Agreement.

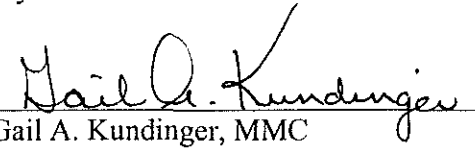
City and Contractor have executed this Agreement on the date written next to their signatures to be effective according to the term(s) stated in this document.

Date: 5/23, 2005

City -

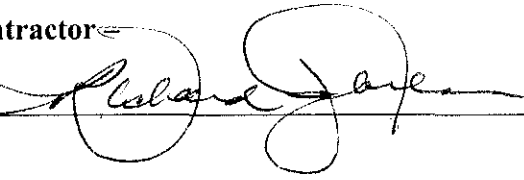
CITY OF MUSKEGON

By: 
Stephen J. Warmington
Mayor

And: 
Gail A. Kunding, MMC
City Clerk

Date: 5/23, 2005

Contractor

By: 
Its: PRESIDENT

Date: February 8, 2005
To: Honorable Mayor and City Commissioners
From: Engineering
RE: Consideration of Bids
Dale Ave., Ruddiman St. to McGraft St.

SUMMARY OF REQUEST:

The paving as well as sanitary sewer upgrade contract (H-1596) on Dale Ave. between Ruddiman St. & McGraft St. be awarded to Dan Hoe Excavating, Inc. out of Holland, MI. Dan Hoe Excavating, Inc. was the lowest, see attached bid tabulation, responsible bidder with a bid price of \$96,808.45.

FINANCIAL IMPACT:

The construction cost of \$96,808.45 plus related engineering expenses.

BUDGET ACTION REQUIRED:

None.

STAFF RECOMMENDATION:

Award the contract to Dan Hoe Excavating, Inc.

COMMITTEE RECOMMENDATION:

**H-1596, W-672 & S-605 DALE AVE. RUDDIMAN ST. TO MCGRIFT ST.
BID TABULATION 02/01/05**

				CONTRACTOR ADDRESS		DAN HOE EXCAVATING 13664 ROCKY'S RD		BRENNER EXCAVATING 2841 132ND AVE.		FELCO CONTRACTORS 3084 LAKESHORE DR		MCCORMICK SAND 998 S. 102ND AVE.			
				CITY/ST/ZIP		ENGINEER'S ESTIMATE		HOLLAND, MI 49423		HOPKINS, MI 49328		MUSKEGON, MI 49441		SHELBY, MI 49455	
	ITEM OF WORK	UNIT	QTY	UNIT COST	TOTAL PRICE	UNIT COST	TOTAL PRICE	UNIT COST	TOTAL PRICE	UNIT COST	TOTAL PRICE	UNIT COST	TOTAL PRICE		
1	AGGREGATE BASE COURSE 22A @ 6" C.I.P.	SQ.YD.	721	\$ 5.00	\$ 3,605.00	\$ 7.00	\$ 5,047.00	\$ 5.00	\$ 3,605.00	\$ 7.50	\$ 5,407.50	\$ 7.45	\$ 5,371.45		
2	BIT. LEVELING MIX 3C @ 165#/S.Y.	TON	62.5	\$ 50.00	\$ 3,125.00	\$ 66.00	\$ 4,125.00	\$ 63.00	\$ 3,937.50	\$ 70.00	\$ 4,375.00	\$ 64.60	\$ 4,037.50		
3	BIT. TOP MIX 4C @ 165#/S.Y.	TON	65.5	\$ 50.00	\$ 3,275.00	\$ 66.00	\$ 4,323.00	\$ 64.00	\$ 4,192.00	\$ 71.00	\$ 4,650.50	\$ 66.30	\$ 4,342.65		
4	CATCH BASIN CASTING E.J.#7045 OR EQUAL	EACH	2	\$ 450.00	\$ 900.00	\$ 600.00	\$ 1,200.00	\$ 600.00	\$ 1,200.00	\$ 500.00	\$ 1,000.00	\$ 700.00	\$ 1,400.00		
5	CATCH BASIN FLAT TOP WITH 2'-0" SUMP	EACH	0	\$ 1,300.00	\$ -	\$ 1,200.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
6	CATCH BASIN INLET 2' I.D. 0' TO 8' DEEP	EACH	1	\$ 1,000.00	\$ 1,000.00	\$ 1,300.00	\$ 1,300.00	\$ 700.00	\$ 700.00	\$ 1,150.00	\$ 1,150.00	\$ 550.00	\$ 550.00		
7	CEMENT	TONS	6	\$ 175.00	\$ 1,050.00	\$ 165.00	\$ 990.00	\$ 165.00	\$ 990.00	\$ 90.00	\$ 540.00	\$ 1.00	\$ 6.00		
8	CONC. CURB & GUTTER STD. DETAIL 1.	LIN. FT.	564	\$ 9.00	\$ 5,076.00	\$ 13.00	\$ 7,332.00	\$ 10.00	\$ 5,640.00	\$ 14.00	\$ 7,896.00	\$ 9.40	\$ 5,301.60		
9	CONC. DRIVE APPROACH 6" STD.	SQ.YD.	127.18	\$ 28.00	\$ 3,561.04	\$ 32.00	\$ 4,069.76	\$ 27.00	\$ 3,433.86	\$ 24.00	\$ 3,052.32	\$ 25.40	\$ 3,230.37		
10	CONC. PARKWAY	SQ.YD.	33	\$ 30.00	\$ 990.00	\$ 32.00	\$ 1,056.00	\$ 27.00	\$ 891.00	\$ 30.00	\$ 990.00	\$ 25.40	\$ 838.20		
11	CONC. PAVEMENT, 6" EXTRA STRENGTH 9 SAC	SQ.YD.	34.78	\$ 40.00	\$ 1,391.20	\$ 45.00	\$ 1,565.10	\$ 37.00	\$ 1,286.86	\$ 45.00	\$ 1,565.10	\$ 33.50	\$ 1,165.13		
12	CONC. SIDEWALK 4"	SQ.FT.	852.56	\$ 2.50	\$ 2,131.40	\$ 4.00	\$ 3,410.24	\$ 3.00	\$ 2,557.68	\$ 2.75	\$ 2,344.54	\$ 2.60	\$ 2,216.66		
13	CONC. SIDEWALK 6"	SQ.FT.	38.75	\$ 3.50	\$ 135.63	\$ 5.00	\$ 193.75	\$ 4.00	\$ 155.00	\$ 3.00	\$ 116.25	\$ 2.80	\$ 108.50		
14	CORP. STOP 1" MUELLER #15000 OR EQUAL	EACH	5	\$ 225.00	\$ 1,125.00	\$ 150.00	\$ 750.00	\$ 150.00	\$ 750.00	\$ 200.00	\$ 1,000.00	\$ 200.00	\$ 1,000.00		
15	CURB STOP 1" W/ BOX MUELLER #15150 OR EQUAL	EACH	4	\$ 250.00	\$ 1,000.00	\$ 200.00	\$ 800.00	\$ 180.00	\$ 720.00	\$ 250.00	\$ 1,000.00	\$ 225.00	\$ 900.00		
16	MACHINE GRADING MOD.	STA.	2.83	\$ 500.00	\$ 1,415.00	\$ 900.00	\$ 2,547.00	\$ 2,250.00	\$ 6,367.50	\$ 1,700.00	\$ 4,811.00	\$ 805.00	\$ 2,278.15		
17	MANHOLE CASTING E.J.#1000 OR EQUAL	EACH	1	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 405.00	\$ 405.00	\$ 550.00	\$ 550.00		
18	MANHOLE STD. 4' I.D. 0' TO 10' DEEP	EACH	2	\$ 1,500.00	\$ 3,000.00	\$ 1,650.00	\$ 3,300.00	\$ 2,000.00	\$ 4,000.00	\$ 1,500.00	\$ 3,000.00	\$ 3,500.00	\$ 7,000.00		
19	REMOVING CONC. CURB	LIN. FT.	21	\$ 10.00	\$ 210.00	\$ 8.00	\$ 168.00	\$ 10.00	\$ 210.00	\$ 10.00	\$ 210.00	\$ 12.00	\$ 252.00		
20	REMOVING CONC. SIDEWALK	SQ.FT.	887.84	\$ 1.00	\$ 887.84	\$ 1.25	\$ 1,109.80	\$ 2.00	\$ 1,775.68	\$ 1.00	\$ 887.84	\$ 2.00	\$ 1,775.68		
21	REMOVING MANHOLE	EACH	2	\$ 500.00	\$ 1,000.00	\$ 200.00	\$ 400.00	\$ 200.00	\$ 400.00	\$ 300.00	\$ 600.00	\$ 2,600.00	\$ 5,200.00		
22	REMOVING PAVEMENT	SQ.YD.	41.45	\$ 5.00	\$ 207.25	\$ 4.00	\$ 165.80	\$ 10.00	\$ 414.50	\$ 6.00	\$ 248.70	\$ 25.00	\$ 1,036.25		
23	SAND REFILL	CU.YD.	1650	\$ 6.75	\$ 11,137.50	\$ 9.00	\$ 14,850.00	\$ 4.00	\$ 6,600.00	\$ 6.00	\$ 9,900.00	\$ 5.50	\$ 9,075.00		
24	SANITARY SEWER SERVICE 6" SDR 35	LIN. FT.	275	\$ 28.00	\$ 7,700.00	\$ 15.00	\$ 4,125.00	\$ 25.00	\$ 6,875.00	\$ 35.00	\$ 9,625.00	\$ 21.00	\$ 5,775.00		
25	SANITARY SEWER 10" SDR 35	LIN. FT.	10	\$ 40.00	\$ 400.00	\$ 25.00	\$ 250.00	\$ 30.00	\$ 300.00	\$ 45.00	\$ 450.00	\$ 36.00	\$ 360.00		
26	SANITARY SEWER 15" SDR 35	LIN. FT.	360	\$ 45.00	\$ 16,200.00	\$ 30.00	\$ 10,800.00	\$ 36.50	\$ 13,140.00	\$ 41.00	\$ 14,760.00	\$ 47.55	\$ 17,118.00		
27	SANITARY SEWER WYE 15"x 6" SDR 35	EACH	8	\$ 200.00	\$ 1,600.00	\$ 200.00	\$ 1,600.00	\$ 150.00	\$ 1,200.00	\$ 300.00	\$ 2,400.00	\$ 390.00	\$ 3,120.00		
28	STORM SEWER 10" D.C.I. CL 52	EACH	83	\$ 35.00	\$ 2,905.00	\$ 25.00	\$ 2,075.00	\$ 35.00	\$ 2,905.00	\$ 35.00	\$ 2,905.00	\$ 40.00	\$ 3,320.00		
29	TERRACE GRADING	LIN. FT.	283	\$ 10.00	\$ 2,830.00	\$ 10.00	\$ 2,830.00	\$ 15.00	\$ 4,245.00	\$ 7.00	\$ 1,981.00	\$ 12.00	\$ 3,396.00		
30	TRAFFIC CONTROL	LUMP	1	\$ 4,000.00	\$ 4,000.00	\$ 5,000.00	\$ 5,000.00	\$ 7,500.00	\$ 7,500.00	\$ 2,000.00	\$ 2,000.00	\$ 4,000.00	\$ 4,000.00		
31	TRENCH REPAIR, LOCAL STREET TYPE I (EXTRA STRENGTH 9 SAC)	LIN. FT.	42.5	\$ 80.00	\$ 3,400.00	\$ 100.00	\$ 4,250.00	\$ 111.00	\$ 4,717.50	\$ 90.00	\$ 3,825.00	\$ 61.45	\$ 2,611.63		
32	TRENCH REPAIR, LOCAL STREET TYPE III (BITUMINOUS)	LIN. FT.	38	\$ 45.00	\$ 1,710.00	\$ 65.00	\$ 2,470.00	\$ 70.00	\$ 2,660.00	\$ 80.00	\$ 3,040.00	\$ 40.00	\$ 1,520.00		
33	WATER METER PIT COMPLETE	EACH	1	\$ 700.00	\$ 700.00	\$ 800.00	\$ 800.00	\$ 900.00	\$ 900.00	\$ 200.00	\$ 200.00	\$ 700.00	\$ 700.00		
34	WATER SERVICE 1" TYPE "K" COPPER	LIN. FT.	154	\$ 20.00	\$ 3,080.00	\$ 14.00	\$ 2,156.00	\$ 15.00	\$ 2,310.00	\$ 14.00	\$ 2,156.00	\$ 15.00	\$ 2,310.00		
35	WATER SERVICE EXPLORATION	EA.	3	\$ 450.00	\$ 1,350.00	\$ 250.00	\$ 750.00	\$ 100.00	\$ 300.00	\$ 200.00	\$ 600.00	\$ 1.00	\$ 3.00		
36	SANITARY SEWER 8" SDR 35	LIN. FT.	20	\$ 35.00	\$ 700.00	\$ 25.00	\$ 500.00	\$ 30.00	\$ 600.00	\$ 40.00	\$ 800.00	\$ 35.00	\$ 700.00		
20% ENGINEERING					\$ 18,659.57		\$ -		\$ -		\$ -		\$ -		
TOTAL					\$ 111,957.43		\$ 96,808.45		\$ 97,979.08		\$ 99,891.75		\$ 102,568.76		

H-1596, W-672 & S-605 DALE AVE. RUDDIMAN ST. TO MCGRIFT ST.

BID TABULATION 02/01/05

	ITEM OF WORK	CONTRACTOR		JACKSON-MERKEY		WADEL STABILIZATION		GRANT TOWER EXCAVATING	
		ADDRESS		555 E. WESTERN AVE.		2500 N. OCEANA DR.		13064 WISNER	
		CITY/ST/ZIP		MUSKEGON, MI 49441		HART, MI 49420		GRANT, MI 49327	
		UNIT	QTY	UNIT COST	TOTAL PRICE	UNIT COST	TOTAL PRICE	UNIT COST	TOTAL PRICE
1	AGGREGATE BASE COURSE 22A @ 6" C.I.P.	SQ.YD.	721	\$ 6.25	\$ 4,506.25	\$ 4.65	\$ 3,352.65	\$ 6.75	\$ 4,866.75
2	BIT. LEVELING MIX 3C @ 165#/S.Y.	TON	62.5	\$ 59.00	\$ 3,687.50	\$ 63.00	\$ 3,937.50	\$ 64.20	\$ 4,012.50
3	BIT. TOP MIX 4C @ 165#/S.Y.	TON	65.5	\$ 61.00	\$ 3,995.50	\$ 65.00	\$ 4,257.50	\$ 60.30	\$ 3,949.65
4	CATCH BASIN CASTING E.J.#7045 OR EQUAL	EACH	2	\$ 565.00	\$ 1,130.00	\$ 450.00	\$ 900.00	\$ 865.00	\$ 1,730.00
5	CATCH BASIN FLAT TOP WITH 2'-0" SUMP	EACH	0	\$ 1,585.00	\$ -	\$ -	\$ -	\$ -	\$ -
6	CATCH BASIN INLET 2' I.D. 0' TO 8' DEEP	EACH	1	\$ 1,375.00	\$ 1,375.00	\$ 800.00	\$ 800.00	\$ 2,586.00	\$ 2,586.00
7	CEMENT	TONS	6	\$ 18.00	\$ 108.00	\$ 200.00	\$ 1,200.00	\$ 76.00	\$ 456.00
8	CONC. CURB & GUTTER STD. DETAIL 1.	LIN. FT.	564	\$ 9.25	\$ 5,217.00	\$ 10.50	\$ 5,922.00	\$ 9.05	\$ 5,104.20
9	CONC. DRIVE APPROACH 6" STD.	SQ.YD.	127.18	\$ 25.75	\$ 3,274.89	\$ 31.50	\$ 4,006.17	\$ 25.20	\$ 3,204.94
10	CONC. PARKWAY	SQ.YD.	33	\$ 25.75	\$ 849.75	\$ 31.50	\$ 1,039.50	\$ 29.85	\$ 985.05
11	CONC. PAVEMENT, 6" EXTRA STRENGTH 9 SAC	SQ.YD.	34.78	\$ 34.65	\$ 1,205.13	\$ 36.00	\$ 1,252.08	\$ 38.56	\$ 1,341.12
12	CONC. SIDEWALK 4"	SQ.FT.	852.56	\$ 2.65	\$ 2,259.28	\$ 2.70	\$ 2,301.91	\$ 3.11	\$ 2,651.46
13	CONC. SIDEWALK 6"	SQ.FT.	38.75	\$ 2.85	\$ 110.44	\$ 3.50	\$ 135.63	\$ 3.11	\$ 120.51
14	CORP. STOP 1" MUELLER #15000 OR EQUAL	EACH	5	\$ 200.00	\$ 1,000.00	\$ 500.00	\$ 2,500.00	\$ 259.40	\$ 1,297.00
15	CURB STOP 1" W / BOX MUELLER #15150 OR EQUAL	EACH	4	\$ 220.00	\$ 880.00	\$ 200.00	\$ 800.00	\$ 162.75	\$ 651.00
16	MACHINE GRADING MOD.	STA.	2.83	\$ 1,845.00	\$ 5,221.35	\$ 3,500.00	\$ 9,905.00	\$ 1,420.00	\$ 4,018.60
17	MANHOLE CASTING E.J.#1000 OR EQUAL	EACH	1	\$ 460.00	\$ 460.00	\$ 450.00	\$ 450.00	\$ 350.00	\$ 350.00
18	MANHOLE STD. 4' I.D. 0' TO 10' DEEP	EACH	2	\$ 3,160.00	\$ 6,320.00	\$ 1,300.00	\$ 2,600.00	\$ 2,192.00	\$ 4,384.00
19	REMOVING CONC. CURB	LIN. FT.	21	\$ 8.00	\$ 168.00	\$ 30.00	\$ 630.00	\$ 8.70	\$ 182.70
20	REMOVING CONC. SIDEWALK	SQ.FT.	887.84	\$ 1.25	\$ 1,109.80	\$ 2.00	\$ 1,775.68	\$ 2.40	\$ 2,130.82
21	REMOVING MANHOLE	EACH	2	\$ 450.00	\$ 900.00	\$ 500.00	\$ 1,000.00	\$ 415.00	\$ 830.00
22	REMOVING PAVEMENT	SQ.YD.	41.45	\$ 16.50	\$ 683.93	\$ 15.00	\$ 621.75	\$ 26.10	\$ 1,081.85
23	SAND REFILL	CU.YD.	1650	\$ 7.50	\$ 12,375.00	\$ 12.00	\$ 19,800.00	\$ 7.15	\$ 11,797.50
24	SANITARY SEWER SERVICE 6" SDR 35	LIN. FT.	275	\$ 23.75	\$ 6,531.25	\$ 26.00	\$ 7,150.00	\$ 21.40	\$ 5,885.00
25	SANITARY SEWER 10" SDR 35	LIN. FT.	10	\$ 39.00	\$ 390.00	\$ 40.00	\$ 400.00	\$ 20.50	\$ 205.00
26	SANITARY SEWER 15" SDR 35	LIN. FT.	360	\$ 64.00	\$ 23,040.00	\$ 30.60	\$ 11,016.00	\$ 110.00	\$ 39,600.00
27	SANITARY SEWER WYE 15"x 6" SDR 35	EACH	8	\$ 270.00	\$ 2,160.00	\$ 450.00	\$ 3,600.00	\$ 177.00	\$ 1,416.00
28	STORM SEWER 10" D.C.I. CL 52	EACH	83	\$ 36.75	\$ 3,050.25	\$ 40.00	\$ 3,320.00	\$ 55.00	\$ 4,565.00
29	TERRACE GRADING	LIN. FT.	283	\$ 9.35	\$ 2,646.05	\$ 8.00	\$ 2,264.00	\$ 17.53	\$ 4,960.99
30	TRAFFIC CONTROL	LUMP	1	\$ 4,675.00	\$ 4,675.00	\$ 4,000.00	\$ 4,000.00	\$ 11,360.00	\$ 11,360.00
31	TRENCH REPAIR, LOCAL STREET TYPE I (EXTRA STRENGTH 9 SAC)	LIN. FT.	42.5	\$ 97.50	\$ 4,143.75	\$ 118.00	\$ 5,015.00	\$ 66.50	\$ 2,826.25
32	TRENCH REPAIR, LOCAL STREET TYPE III (BITUMINOUS)	LIN. FT.	38	\$ 75.00	\$ 2,850.00	\$ 87.00	\$ 3,306.00	\$ 50.00	\$ 1,900.00
33	WATER METER PIT COMPLETE	EACH	1	\$ 690.00	\$ 690.00	\$ 800.00	\$ 800.00	\$ 1,503.00	\$ 1,503.00
34	WATER SERVICE 1" TYPE "K" COPPER	LIN. FT.	154	\$ 15.50	\$ 2,387.00	\$ 5.00	\$ 770.00	\$ 19.21	\$ 2,958.34
35	WATER SERVICE EXPLORATION	EA.	3	\$ 275.00	\$ 825.00	\$ 300.00	\$ 900.00	\$ 284.00	\$ 852.00
36	SANITARY SEWER 8" SDR 35	LIN. FT.	20	\$ 36.00	\$ 720.00	\$ 40.00	\$ 800.00	\$ 21.30	\$ 426.00
TOTAL					\$ 110,945.11		\$ 112,528.37		\$ 136,189.22

Date: February 8, 2005
To: Honorable Mayor and City Commissioners
From: Engineering
RE: Consideration of Bids
Evart St., Allen Ave. to Amity Ave.

SUMMARY OF REQUEST:

The paving contract (H-1597) on Evart St. between Allen Ave. & Amity Ave. be awarded to McCormick Sand, Inc. out of Shelby, MI. McCormick Sand, Inc. was the lowest, see attached bid tabulation, responsible bidder with a bid price of \$34,977.69.

FINANCIAL IMPACT:

The construction cost of \$34,977.69 plus related engineering expenses.

BUDGET ACTION REQUIRED:

None.

STAFF RECOMMENDATION:

Award the contract to McCormick Sand, Inc.

COMMITTEE RECOMMENDATION:

H-1597, EVART ST. ALLEN AVE. TO AMITY AVE.

BID TABULATION 02/01/05

CONTRACTOR ADDRESS			ENGINEER'S ESTIMATE		MCCORMICK SAND 998 S. 102ND AVE.		ACCURATE EXCAVATORS 4040 CENTRAL RD.		BRENNER EXCAVATING 2841 132ND AVE.		GRANT TOWER EXCAVATING 13064 WISNER		WADEL STABILIZATION 2500 N. OCEANA DR.		WEICK BROS., INC. 3029 WEICK DR.	
CITY/ST/ZIP			SHELBY, MI 49455		MUSKEGON, MI 49445		HOPKINS, MI 49328		GRANT, MI 49327		HART, MI 49420		HOPKINS, MI 49328			
ITEM OF WORK	UNIT	QTY	UNIT COST	TOTAL PRICE	UNIT COST	PRICE	UNIT COST	TOTAL PRICE	UNIT COST	PRICE	UNIT COST	PRICE	UNIT COST	TOTAL PRICE	UNIT COST	TOTAL PRICE
1 AGGREGATE BASE COURSE 22A @ 6" C.I.P.	SQ.YD.	750.98	\$ 6.00	\$ 4,505.88	\$ 7.00	\$ 5,256.86	\$ 3.95	\$ 2,966.37	\$ 5.00	\$ 3,754.90	\$ 6.60	\$ 4,956.47	\$ 5.00	\$ 3,754.90	\$ 6.84	\$ 5,136.70
2 BIT. LEVELING MIX 3C @ 165#/S.Y.	TON	65.05	\$ 45.00	\$ 2,927.25	\$ 64.60	\$ 4,202.23	\$ 56.70	\$ 3,688.34	\$ 63.00	\$ 4,098.15	\$ 64.20	\$ 4,176.21	\$ 61.50	\$ 4,000.58	\$ 61.50	\$ 4,000.58
3 BIT. TOP MIX 4C @ 165#/S.Y.	TON	68.15	\$ 50.00	\$ 3,407.50	\$ 66.30	\$ 4,518.35	\$ 58.80	\$ 4,007.22	\$ 64.00	\$ 4,361.60	\$ 60.30	\$ 4,109.45	\$ 63.00	\$ 4,293.45	\$ 63.00	\$ 4,293.45
4 CATCH BASIN CASTING E.J.#7045 OR EQUAL	EACH	2	\$ 450.00	\$ 900.00	\$ 700.00	\$ 1,400.00	\$ 485.30	\$ 970.60	\$ 600.00	\$ 1,200.00	\$ 866.00	\$ 1,732.00	\$ 500.00	\$ 1,000.00	\$ 550.00	\$ 1,100.00
5 CATCH BASIN FLAT TOP WITH 2'-0" SUMP	EACH	2	\$ 1,300.00	\$ 2,600.00	\$ 850.00	\$ 1,700.00	\$ 1,500.00	\$ 3,000.00	\$ 900.00	\$ 1,800.00	\$ 1,943.00	\$ 3,886.00	\$ 1,200.00	\$ 2,400.00	\$ 1,600.00	\$ 3,200.00
6 CONC. CURB & GUTTER STANDARD DETAIL	LIN.FT.	567	\$ 9.00	\$ 5,103.00	\$ 9.40	\$ 5,329.80	\$ 9.40	\$ 5,329.80	\$ 10.00	\$ 5,670.00	\$ 9.05	\$ 5,131.35	\$ 11.00	\$ 6,237.00	\$ 15.00	\$ 8,505.00
7 CONC. DRIVE APPROACH 6" STD.	SQ.YD.	44.81	\$ 30.00	\$ 1,344.30	\$ 25.40	\$ 1,138.17	\$ 24.00	\$ 1,075.44	\$ 26.00	\$ 1,165.06	\$ 40.15	\$ 1,799.12	\$ 31.50	\$ 1,411.52	\$ 27.00	\$ 1,209.87
8 CONC. SIDEWALK 4"	SQ.FT.	362.26	\$ 3.00	\$ 1,086.78	\$ 2.60	\$ 941.88	\$ 2.75	\$ 996.22	\$ 2.90	\$ 1,050.55	\$ 13.17	\$ 4,770.96	\$ 2.70	\$ 978.10	\$ 4.00	\$ 1,449.04
9 MACHINE GRADING MODIFIED	STA.	2.63	\$ 650.00	\$ 1,709.50	\$ 805.00	\$ 2,117.15	\$ 2,665.40	\$ 7,010.00	\$ 2,000.00	\$ 5,260.00	\$ 1,420.00	\$ 3,734.60	\$ 5,200.00	\$ 13,676.00	\$ 4,387.00	\$ 11,537.81
10 REMOVING CONCRETE CURB	LIN.FT.	32	\$ 8.00	\$ 256.00	\$ 12.00	\$ 384.00	\$ 10.00	\$ 320.00	\$ 20.00	\$ 640.00	\$ 7.05	\$ 225.60	\$ 11.00	\$ 352.00	\$ 8.00	\$ 256.00
11 REMOVING CONCRETE CURB & GUTTER	LIN.FT.	43	\$ 8.00	\$ 344.00	\$ 9.00	\$ 387.00	\$ 12.00	\$ 516.00	\$ 20.00	\$ 860.00	\$ 5.78	\$ 248.54	\$ 11.00	\$ 473.00	\$ 8.00	\$ 344.00
12 REMOVING CONC. SIDEWALK	SQ.FT.	225	\$ 1.00	\$ 225.00	\$ 2.00	\$ 450.00	\$ 4.00	\$ 900.00	\$ 2.00	\$ 450.00	\$ 2.70	\$ 607.50	\$ 6.00	\$ 1,350.00	\$ 8.00	\$ 1,800.00
13 REMOVING PAVEMENT, CONCRETE	SQ.YD.	48.57	\$ 8.00	\$ 388.56	\$ 25.00	\$ 1,214.25	\$ 18.00	\$ 874.26	\$ 15.00	\$ 728.55	\$ 8.08	\$ 392.45	\$ 10.00	\$ 485.70	\$ 6.00	\$ 291.42
14 STORM SEWER 12" C-76-CL III	LIN.FT.	59	\$ 25.00	\$ 1,475.00	\$ 30.00	\$ 1,770.00	\$ 36.00	\$ 2,124.00	\$ 30.00	\$ 1,770.00	\$ 38.00	\$ 2,242.00	\$ 32.00	\$ 1,888.00	\$ 21.00	\$ 1,239.00
15 TERRACE GRADING	LIN.FT.	284	\$ 10.00	\$ 2,840.00	\$ 12.00	\$ 3,408.00	\$ 15.00	\$ 4,260.00	\$ 10.00	\$ 2,840.00	\$ 18.94	\$ 5,380.96	\$ 10.00	\$ 2,840.00	\$ 26.20	\$ 6,916.80
16 TRAFFIC CONTROL	LUMP	1	\$ 5,000.00	\$ 5,000.00	\$ 1,000.00	\$ 1,000.00	\$ 950.00	\$ 950.00	\$ 3,000.00	\$ 3,000.00	\$ 5,300.00	\$ 5,300.00	\$ 1,500.00	\$ 1,500.00	\$ 1,000.00	\$ 1,000.00
20% ENGINEERING				\$ 6,800.46												
TOTAL				\$ 40,713.23		\$ 34,977.69		\$ 38,688.24		\$ 38,448.81		\$ 48,312.40		\$ 46,440.24		\$ 52,279.67

Date: February 8, 2005
To: Honorable Mayor and City Commissioners
From: Engineering
RE: Consideration of Bids
Hudson, Forest to Southern

SUMMARY OF REQUEST:

The utility work contract (S-588 & W-646) on Hudson between Forest & Southern be awarded to Jackson Merkey Contractors out of Muskegon. Jackson Merkey was the lowest, see attached bid tabulation, responsible bidder with a bid price of \$84,223.30

FINANCIAL IMPACT:

The construction cost of \$84,223.30 plus related engineering expenses.

BUDGET ACTION REQUIRED:

None.

STAFF RECOMMENDATION:

Award the contract to Jackson Merkey Contractors

COMMITTEE RECOMMENDATION:

S-588/W-646 HUDSON ST., FOREST AVE. TO SOUTHERN AVE.

BID TABULATION 01/25/05

CONTRACTOR ADDRESS				KAMMINGA & ROODVOETS 3435 BROADMOOR AVE.				DAN HOE EXCAVATING 13664 ROCKY'S RD				MILBOCKER & SONS 1256 29TH ST.				GRANT TOWER EXCAVATING 13064 WISNER				WADEL STABILIZATION 2500 N. OCEANA DR.				JACKSON-MERKEY 555 E. WESTERN AVE.							
CITY/ST/ZIP				ENGINEER'S ESTIMATE				GRAND RAPIDS, MI 49512				HOLLAND, MI 49423				ALLEGAN, MI 49010				GRANT, MI 49327				HART, MI 49420				MUSKEGON, MI 49441			
ITEM OF WORK				UNIT	QTY	UNIT COST	TOTAL PRICE	UNIT COST	TOTAL PRICE	UNIT COST	TOTAL PRICE	UNIT COST	TOTAL PRICE	UNIT COST	TOTAL PRICE	UNIT COST	TOTAL PRICE	UNIT COST	TOTAL PRICE	UNIT COST	TOTAL PRICE	UNIT COST	TOTAL PRICE	UNIT COST	TOTAL PRICE						
1	ADJUST MANHOLE CASTING			EACH	3	\$ 300.00	\$ 900.00	\$ 275.00	\$ 825.00	\$ 325.00	\$ 975.00	\$ 500.00	\$ 1,500.00	\$ 883.00	\$ 2,649.00	\$ 650.00	\$ 1,950.00	\$ 375.00	\$ 1,125.00												
2	CORP. STOP 1" MUELLER #15000 OR EQUAL			EACH	6	\$ 225.00	\$ 1,350.00	\$ 200.00	\$ 1,200.00	\$ 150.00	\$ 900.00	\$ 500.00	\$ 3,000.00	\$ 275.00	\$ 1,650.00	\$ 350.00	\$ 2,100.00	\$ 190.00	\$ 1,140.00												
3	CURB STOP 1" W / BOX MUELLER #15150 OR EQUAL			EACH	6	\$ 250.00	\$ 1,500.00	\$ 250.00	\$ 1,500.00	\$ 200.00	\$ 1,200.00	\$ 550.00	\$ 3,300.00	\$ 187.00	\$ 1,122.00	\$ 350.00	\$ 2,100.00	\$ 210.00	\$ 1,260.00												
4	HYDRANT STD.			EACH	1	\$ 1,800.00	\$ 1,800.00	\$ 1,500.00	\$ 1,500.00	\$ 1,600.00	\$ 1,600.00	\$ 1,500.00	\$ 1,500.00	\$ 1,686.00	\$ 1,686.00	\$ 1,300.00	\$ 1,300.00	\$ 1,295.00	\$ 1,295.00												
5	MANHOLE CASTING E.J.#1000 OR EQUAL			EACH	5	\$ 500.00	\$ 2,500.00	\$ 550.00	\$ 2,750.00	\$ 500.00	\$ 2,500.00	\$ 670.00	\$ 3,350.00	\$ 584.00	\$ 2,920.00	\$ 550.00	\$ 2,750.00	\$ 395.00	\$ 1,975.00												
6	MANHOLE STD. 0' TO 10' DEEP 4' I.D.			EACH	2	\$ 1,350.00	\$ 2,700.00	\$ 1,350.00	\$ 2,700.00	\$ 1,600.00	\$ 3,200.00	\$ 1,650.00	\$ 3,300.00	\$ 2,996.00	\$ 5,992.00	\$ 1,300.00	\$ 2,600.00	\$ 1,480.00	\$ 2,960.00												
7	REDUCERS 8" TO 6" D.C.I. M.J.			EACH	1	\$ 225.00	\$ 225.00	\$ 375.00	\$ 375.00	\$ 300.00	\$ 300.00	\$ 250.00	\$ 250.00	\$ 332.00	\$ 332.00	\$ 250.00	\$ 250.00	\$ 175.00	\$ 175.00												
8	REMOVING MANHOLE			EACH	1	\$ 350.00	\$ 350.00	\$ 225.00	\$ 225.00	\$ 200.00	\$ 200.00	\$ 320.00	\$ 320.00	\$ 1,319.00	\$ 1,319.00	\$ 400.00	\$ 400.00	\$ 425.00	\$ 425.00												
9	SAND REFILL			CU.YD.	400	\$ 9.00	\$ 3,600.00	\$ 4.50	\$ 1,800.00	\$ 9.00	\$ 3,600.00	\$ 4.80	\$ 1,920.00	\$ 6.76	\$ 2,704.00	\$ 10.00	\$ 4,000.00	\$ 7.15	\$ 2,860.00												
10	SANITARY SEWER SERVICE 6" SDR 35			LIN. FT.	168	\$ 35.00	\$ 5,880.00	\$ 36.00	\$ 6,048.00	\$ 14.00	\$ 2,352.00	\$ 35.00	\$ 5,880.00	\$ 47.00	\$ 7,896.00	\$ 24.50	\$ 4,116.00	\$ 21.75	\$ 3,654.00												
11	SANITARY SEWER 8" SDR 35			LIN. FT.	253	\$ 25.00	\$ 6,325.00	\$ 51.00	\$ 12,903.00	\$ 16.00	\$ 4,048.00	\$ 41.00	\$ 10,373.00	\$ 49.00	\$ 12,397.00	\$ 23.75	\$ 6,008.75	\$ 28.50	\$ 7,210.50												
12	SANITARY SEWER WYE 8"x 6" SDR 35			EACH	5	\$ 90.00	\$ 450.00	\$ 225.00	\$ 1,125.00	\$ 125.00	\$ 625.00	\$ 250.00	\$ 1,250.00	\$ 124.00	\$ 620.00	\$ 150.00	\$ 750.00	\$ 65.00	\$ 325.00												
13	SLEEVES LONG 8" D.C.I. M.J.			EACH	3	\$ 250.00	\$ 750.00	\$ 900.00	\$ 2,700.00	\$ 300.00	\$ 900.00	\$ 840.00	\$ 2,520.00	\$ 590.00	\$ 1,770.00	\$ 300.00	\$ 900.00	\$ 335.00	\$ 1,005.00												
14	STORM SEWER 10" D.C.I. CL 52			LIN. FT.	70	\$ 30.00	\$ 2,100.00	\$ 40.00	\$ 2,800.00	\$ 25.00	\$ 1,750.00	\$ 50.00	\$ 3,500.00	\$ 80.00	\$ 5,600.00	\$ 52.00	\$ 3,640.00	\$ 34.75	\$ 2,432.50												
15	TAPPING SLEEVE & VALVE 6" x 6" W / BOX			EACH	1	\$ 3,000.00	\$ 3,000.00	\$ 1,750.00	\$ 1,750.00	\$ 1,750.00	\$ 1,750.00	\$ 1,500.00	\$ 1,500.00	\$ 1,813.00	\$ 1,813.00	\$ 1,250.00	\$ 1,250.00	\$ 2,135.00	\$ 2,135.00												
16	TAPPING SLEEVE & VALVE 24" x 8" W / BOX			EACH	1	\$ 4,000.00	\$ 4,000.00	\$ 2,500.00	\$ 2,500.00	\$ 3,000.00	\$ 3,000.00	\$ 2,500.00	\$ 2,500.00	\$ 3,578.00	\$ 3,578.00	\$ 2,500.00	\$ 2,500.00	\$ 2,765.00	\$ 2,765.00												
17	TEE D.C.I. 8" x 8" x 6" M.J.			EACH	1	\$ 300.00	\$ 300.00	\$ 450.00	\$ 450.00	\$ 375.00	\$ 375.00	\$ 300.00	\$ 300.00	\$ 479.00	\$ 479.00	\$ 450.00	\$ 450.00	\$ 340.00	\$ 340.00												
18	TRAFFIC CONTROL			LUMP	1	\$ 4,000.00	\$ 4,000.00	\$ 12,500.00	\$ 12,500.00	\$ 3,000.00	\$ 3,000.00	\$ 22,500.00	\$ 22,500.00	\$ 1,925.00	\$ 1,925.00	\$ 3,500.00	\$ 3,500.00	\$ 4,945.00	\$ 4,945.00												
19	TRENCH REPAIR LOCAL STREET TYPE III			LIN. FT.	552	\$ 30.00	\$ 16,560.00	\$ 15.00	\$ 8,280.00	\$ 35.00	\$ 19,320.00	\$ 35.00	\$ 19,320.00	\$ 69.75	\$ 38,502.00	\$ 75.00	\$ 41,400.00	\$ 40.40	\$ 22,300.80												
20	TRENCH REPAIR MAJOR STREET TYPE II			LIN. FT.	100	\$ 80.00	\$ 8,000.00	\$ 30.00	\$ 3,000.00	\$ 100.00	\$ 10,000.00	\$ 85.00	\$ 8,500.00	\$ 34.00	\$ 3,400.00	\$ 108.00	\$ 10,800.00	\$ 54.75	\$ 5,475.00												
21	TRENCH REPAIR SPECIAL			LIN. FT.	290	\$ 20.00	\$ 5,800.00	\$ 13.00	\$ 3,770.00	\$ 50.00	\$ 14,500.00	\$ 25.00	\$ 7,250.00	\$ 34.00	\$ 9,860.00	\$ 16.00	\$ 4,640.00	\$ 15.50	\$ 4,495.00												
22	VALVE 6" GATE M.J. W/BOX			EACH	1	\$ 650.00	\$ 650.00	\$ 625.00	\$ 625.00	\$ 650.00	\$ 650.00	\$ 600.00	\$ 600.00	\$ 645.00	\$ 645.00	\$ 650.00	\$ 650.00	\$ 590.00	\$ 590.00												
23	WATERMAIN 6" D.C.I. CL 52			LIN. FT.	18	\$ 25.00	\$ 450.00	\$ 35.00	\$ 630.00	\$ 28.00	\$ 504.00	\$ 45.00	\$ 810.00	\$ 36.00	\$ 648.00	\$ 32.00	\$ 576.00	\$ 24.75	\$ 445.50												
24	WATERMAIN 8" D.C.I. CL 52			LIN. FT.	318	\$ 25.00	\$ 7,950.00	\$ 49.00	\$ 15,582.00	\$ 32.00	\$ 10,176.00	\$ 35.00	\$ 11,130.00	\$ 37.00	\$ 11,766.00	\$ 32.00	\$ 10,176.00	\$ 29.50	\$ 9,381.00												
25	WATER SERVICE 1" TYPE "K" COPPER			LIN. FT.	242	\$ 20.00	\$ 4,840.00	\$ 25.00	\$ 6,050.00	\$ 15.00	\$ 3,630.00	\$ 10.00	\$ 2,420.00	\$ 17.00	\$ 4,114.00	\$ 8.00	\$ 1,936.00	\$ 14.50	\$ 3,509.00												
20% ENGINEERING							\$ 17,196.00																								
TOTAL							\$ 103,176.00		\$ 93,588.00		\$ 91,055.00		\$ 118,793.00		\$ 125,387.00		\$ 110,742.75		\$ 84,223.30												

-----FELCO BID UNACCEPTABLE (INCORRECT PROPOSAL PAGE USED)
NO ACKNOWLEDGEMENT OF ADDENDUM I

S-588/W-646 HUDSON ST., FOREST AVE. TO SOUTHERN AVE.

BID TABULATION 01/25/05

CONTRACTOR			BRENNER EXCAVATING		NORTHERN PIPELINE		MCCORMICK SAND		LODESTAR CONSTRUCTION		LEE'S TRENCHING		FELCO CONTRACTORS****		
ADDRESS			2841 132ND AVE.		16891 148TH AVE.		998 S. 102ND AVE.		333 NORTH PARK NW		1201 76TH ST.		3084 LAKESHORE DR		
CITY/ST/ZIP			HOPKINS, MI 49328		SPRING LAKE, MI 49456		SHELBY, MI 49455		GRAND RAPIDS, MI 49544		BYRON CENTER, MI 49315		MUSKEGON, MI 49441		
	ITEM OF WORK	UNIT	QTY	UNIT COST	TOTAL PRICE	UNIT COST	TOTAL PRICE	UNIT COST	TOTAL PRICE	UNIT COST	TOTAL PRICE	UNIT COST	TOTAL PRICE	UNIT COST	TOTAL PRICE
1	ADJUST MANHOLE CASTING	EACH	3	\$ 500.00	\$ 1,500.00	\$ 350.00	\$ 1,050.00	\$ 250.00	\$ 750.00	\$ 300.00	\$ 900.00	\$ 500.00	\$ 1,500.00	\$ 0.00	\$ -
2	CORP. STOP 1" MUELLER #15000 OR EQUAL	EACH	6	\$ 90.00	\$ 540.00	\$ 150.00	\$ 900.00	\$ 225.00	\$ 1,350.00	\$ 200.00	\$ 1,200.00	\$ 180.00	\$ 1,080.00	\$ 0.00	\$ -
3	CURB STOP 1" W / BOX MUELLER #15150 OR EQUAL	EACH	6	\$ 125.00	\$ 750.00	\$ 205.00	\$ 1,230.00	\$ 250.00	\$ 1,500.00	\$ 250.00	\$ 1,500.00	\$ 175.00	\$ 1,050.00	\$ 0.00	\$ -
4	HYDRANT STD.	EACH	1	\$ 1,500.00	\$ 1,500.00	\$ 1,225.00	\$ 1,225.00	\$ 1,300.00	\$ 1,300.00	\$ 2,500.00	\$ 2,500.00	\$ 1,510.00	\$ 1,510.00	\$ 0.00	\$ -
5	MANHOLE CASTING E.J.#1000 OR EQUAL	EACH	5	\$ 600.00	\$ 3,000.00	\$ 335.00	\$ 1,675.00	\$ 600.00	\$ 3,000.00	\$ 500.00	\$ 2,500.00	\$ 545.00	\$ 2,725.00	\$ 0.00	\$ -
6	MANHOLE STD. 0' TO 10' DEEP 4' I.D.	EACH	2	\$ 1,500.00	\$ 3,000.00	\$ 1,750.00	\$ 3,500.00	\$ 1,400.00	\$ 2,800.00	\$ 2,500.00	\$ 5,000.00	\$ 1,190.00	\$ 2,380.00	\$ 0.00	\$ -
7	REDUCERS 8" TO 6" D.C.I. M.J.	EACH	1	\$ 275.00	\$ 275.00	\$ 185.00	\$ 185.00	\$ 280.00	\$ 280.00	\$ 386.00	\$ 386.00	\$ 380.00	\$ 380.00	\$ 0.00	\$ -
8	REMOVING MANHOLE	EACH	1	\$ 500.00	\$ 500.00	\$ 850.00	\$ 850.00	\$ 1,350.00	\$ 1,350.00	\$ 500.00	\$ 500.00	\$ 950.00	\$ 950.00	\$ 0.00	\$ -
9	SAND REFILL	CU.YD.	400	\$ 8.00	\$ 3,200.00	\$ 6.35	\$ 2,540.00	\$ 8.50	\$ 3,400.00	\$ 15.00	\$ 6,000.00	\$ 15.75	\$ 6,300.00	\$ 0.00	\$ -
10	SANITARY SEWER SERVICE 6" SDR 35	LIN. FT.	168	\$ 26.00	\$ 4,368.00	\$ 21.50	\$ 3,612.00	\$ 22.00	\$ 3,696.00	\$ 55.00	\$ 9,240.00	\$ 21.25	\$ 3,570.00	\$ 0.00	\$ -
11	SANITARY SEWER 8" SDR 35	LIN. FT.	253	\$ 28.00	\$ 7,084.00	\$ 24.50	\$ 6,198.50	\$ 80.64	\$ 20,401.92	\$ 55.00	\$ 13,915.00	\$ 24.70	\$ 6,249.10	\$ 0.00	\$ -
12	SANITARY SEWER WYE 8"x 6" SDR 35	EACH	5	\$ 100.00	\$ 500.00	\$ 90.00	\$ 450.00	\$ 140.00	\$ 700.00	\$ 250.00	\$ 1,250.00	\$ 165.00	\$ 825.00	\$ 0.00	\$ -
13	SLEEVES LONG 8" D.C.I. M.J.	EACH	3	\$ 225.00	\$ 675.00	\$ 660.00	\$ 1,950.00	\$ 760.00	\$ 2,280.00	\$ 1,200.00	\$ 3,600.00	\$ 510.00	\$ 1,530.00	\$ 0.00	\$ -
14	STORM SEWER 10" D.C.I. CL. 52	LIN. FT.	70	\$ 35.00	\$ 2,450.00	\$ 32.00	\$ 2,240.00	\$ 46.00	\$ 3,220.00	\$ 55.00	\$ 3,850.00	\$ 28.10	\$ 1,967.00	\$ 0.00	\$ -
15	TAPPING SLEEVE & VALVE 6" x 6" W / BOX	EACH	1	\$ 1,500.00	\$ 1,500.00	\$ 1,550.00	\$ 1,550.00	\$ 2,040.00	\$ 2,040.00	\$ 3,000.00	\$ 3,000.00	\$ 1,475.00	\$ 1,475.00	\$ 0.00	\$ -
16	TAPPING SLEEVE & VALVE 24" x 8" W / BOX	EACH	1	\$ 2,250.00	\$ 2,250.00	\$ 2,553.00	\$ 2,553.00	\$ 3,350.00	\$ 3,350.00	\$ 4,000.00	\$ 4,000.00	\$ 3,025.00	\$ 3,025.00	\$ 0.00	\$ -
17	TEE D.C.I. 8" x 8" x 6" M.J.	EACH	1	\$ 300.00	\$ 300.00	\$ 260.00	\$ 260.00	\$ 450.00	\$ 450.00	\$ 400.00	\$ 400.00	\$ 520.00	\$ 520.00	\$ 0.00	\$ -
18	TRAFFIC CONTROL	LUMP	1	\$ 10,000.00	\$ 10,000.00	\$ 1,500.00	\$ 1,500.00	\$ 6,000.00	\$ 6,000.00	\$ 2,500.00	\$ 2,500.00	\$ 3,100.00	\$ 3,100.00	\$ 0.00	\$ -
19	TRENCH REPAIR LOCAL STREET TYPE III	LIN. FT.	552	\$ 48.00	\$ 26,496.00	\$ 68.40	\$ 37,756.80	\$ 1.00	\$ 552.00	\$ 50.00	\$ 27,600.00	\$ 40.00	\$ 22,080.00	\$ 0.00	\$ -
20	TRENCH REPAIR MAJOR STREET TYPE II	LIN. FT.	100	\$ 105.00	\$ 10,500.00	\$ 66.50	\$ 6,650.00	\$ 1.00	\$ 100.00	\$ 145.00	\$ 14,500.00	\$ 125.00	\$ 12,500.00	\$ 0.00	\$ -
21	TRENCH REPAIR SPECIAL	LIN. FT.	290	\$ 10.00	\$ 2,900.00	\$ 49.50	\$ 14,355.00	\$ 1.00	\$ 290.00	\$ 64.25	\$ 18,632.50	\$ 40.00	\$ 11,600.00	\$ 0.00	\$ -
22	VALVE 6" GATE M.J. W/BOX	EACH	1	\$ 800.00	\$ 800.00	\$ 480.00	\$ 480.00	\$ 700.00	\$ 700.00	\$ 800.00	\$ 800.00	\$ 725.00	\$ 725.00	\$ 0.00	\$ -
23	WATERMAIN 6" D.C.I. CL. 52	LIN. FT.	18	\$ 30.00	\$ 540.00	\$ 25.20	\$ 453.60	\$ 70.71	\$ 1,272.78	\$ 50.45	\$ 908.10	\$ 30.65	\$ 551.70	\$ 0.00	\$ -
24	WATERMAIN 8" D.C.I. CL. 52	LIN. FT.	318	\$ 35.00	\$ 11,130.00	\$ 31.35	\$ 9,969.30	\$ 73.47	\$ 23,563.46	\$ 55.00	\$ 17,490.00	\$ 33.45	\$ 10,637.10	\$ 0.00	\$ -
25	WATER SERVICE 1" TYPE "K" COPPER	LIN. FT.	242	\$ 13.00	\$ 3,146.00	\$ 14.50	\$ 3,509.00	\$ 29.77	\$ 7,204.34	\$ 30.00	\$ 7,260.00	\$ 20.00	\$ 4,840.00	\$ 0.00	\$ -
TOTAL					\$ 98,904.00		\$ 106,642.20		\$ 91,350.50		\$ 149,431.60		\$ 103,069.90		\$ -

--- FELCO BID UNACCEPTABLE (INCORRECT PROPOSAL PAGE USED)
NO ACKNOWLEDGEMENT OF ADDENDUM I

Date: February 8, 2005
To: Honorable Mayor and City Commissioners
From: Engineering
RE: Change Order to add the 2005 Sidewalk Replacement Program onto the 2004 Contract.

SUMMARY OF REQUEST:

It is requested that the 2004 Sidewalk contract with Accurate Excavators be amended to include the 2005 Sidewalk Program via a change order at an estimated cost of \$156,007. for more details please review the attached memo.

FINANCIAL IMPACT:

The construction cost of \$156,007 plus related engineering expenses which is estimated at 20%.

BUDGET ACTION REQUIRED:

None.

STAFF RECOMMENDATION:

Amend the 04 contract with Accurate Excavators to include the 05-project.

COMMITTEE RECOMMENDATION:

Memo

To: Steve Warmington, Mayor
City Commissioner

From: Mohammed Al-Shatel

CC: Bryon Mazade, City Manager
Bob Kuhn

Date: 02/02/05

Re: Sidewalk Replacement Program for 2005

The Engineering Department is recommending that we amend the Sidewalk Replacement Program contract for 2004 to include the Sidewalk Replacement Program for 2005 for the following reasons:

- 1 The unit prices proposed by Accurate Excavators, Inc. (successful bidder in 2004), are only 5% higher than the prices in the 2004 contract, which we feel is reasonable.
- 2 The cost savings we will realize from not having to go through the contract bidding process (i.e.: publication costs, staff time, etc.)
- 3 Accurate Excavators, Inc. continues to be the lowest bidder (while adding the 5% increase) when compared to the unit prices submitted by the 2nd lowest bidder on the 2004 contract,
- 4 The savings realized, even with the 5% adjustment, are in excess of \$14,000.00 (see attached spreadsheet).
- 5 Accurate Excavators, Inc. has proposed to drop the claim for additional compensation (due to our contract language) as a result of the more than 25% shortfall in the 2004 contract which would have entitled them to an additional \$4,000.00 payment.

In conclusion, we feel that it is in the best interest of the City of Muskegon, to amend the existing Sidewalk Replacement Program for 2004 contract, rather than incur the costs associated with bidding a new contract for the Sidewalk Program for 2005. The City would realize a guaranteed saving of approximately \$18,000.00.



4040 Central Rd. Muskegon, Michigan 49445 231 780-2097 231 766-0557

February 1, 2005

Mohammed Al-Shatel
City of Muskegon
933 Terrace St.
Muskegon, MI 49442

RE: 2005 Sidewalks

Dear Mr. Al-Shatel:

Thank you for working with me to resolve the issue of the quantity shortfall on last year's sidewalk program. Accurate Excavators, LLC proposes to remedy the situation by executing a change order that contains the following:

1. A 5% price increase to all unit prices.
2. The work estimate for 2005 is \$157,481.47 according to quantities on January 6, 2005. The change order is to be based on the above dollar amount. The City is free to lower the quantity of work as long as no more than 25% of the total is cut. If the City reduces the dollar amount of work more than 25% Accurate Excavators will be compensated 15% of the difference. Example: If \$106,000.00 of work is all that is available, Accurate Excavators will receive \$7,722.22 in compensation. All work must be located within the 2005 sidewalk program area.
3. If this proposal is acceptable Accurate Excavators will drop all claims in regards to the 2004 shortfall.
4. All work under the change order will follow the 2004 contract unless stipulated in this letter.

I hope these terms will be acceptable to you, and I look forward to hearing from you.

Sincerely,

A handwritten signature in black ink, appearing to read "Roger Jourden, II", is written over a horizontal line.

Roger Jourden, II
President

H-1590 SIDEWALK PROGRAM 2005			ENGINEERS EST	ACCURATE 2004 UNIT COST	ACCURATE 2004 TOTAL	ACCURATE 2005 PLUS 5%	ACCURATE 2005 TOTALS	MUSKEGON BUILDERS 2004 UNIT COST	MUSKEGON BUILDERS TOTAL 2004
ITEM OF WORK			UNIT QUANTITY						
1	BORROW FILL (ESTIMATED)	CU YD	100	\$10.00	\$1,000.00	\$10.50	\$1,050.00	\$11.30	\$1,130.00
2	CEMENT (ESTIMATED)	TON	5	\$130.00	\$650.00	\$136.50	\$682.50	\$100.00	\$500.00
3	CONCRETE CURB, 6" X 14"	L FT	50	\$17.00	\$850.00	\$17.85	\$892.50	\$16.00	\$800.00
4	CONCRETE CURB & GUTTER, AS DIRECTED	L FT	50	\$17.00	\$850.00	\$17.85	\$892.50	\$17.00	\$850.00
5	CONCRETE DRIVE APPROACH, 6"	SQ YD	6	\$27.00	\$162.00	\$28.35	\$170.10	\$28.80	\$172.80
6	CONCRETE SIDEWALK, 4"	SQ FT	30,379	\$2.30	\$69,871.70	\$2.42	\$73,365.29	\$2.69	\$81,719.51
7	CONCRETE SIDEWALK, 6"	SQ FT	4,415	\$2.75	\$12,141.25	\$2.89	\$12,748.31	\$3.20	\$14,128.00
8	CONCRETE SIDEWALK RAMP, TYPE I OR TYPE III	SQ FT	3,856	\$3.00	\$11,568.00	\$3.15	\$12,146.40	\$3.20	\$12,339.20
9	EXCAVATION (ESTIMATED)	CU YD	125	\$10.00	\$1,250.00	\$10.50	\$1,312.50	\$5.50	\$687.50
10	REMOVING CONCRETE CURB	L FT	638.00	\$9.50	\$6,061.00	\$9.98	\$6,364.05	\$6.60	\$4,210.80
11	REMOVING CONCRETE CURB & GUTTER	L FT	50.00	\$9.50	\$475.00	\$9.98	\$498.75	\$8.80	\$440.00
12	REMOVING CONCRETE DRIVE APPROACH	SQ YD	6	\$9.50	\$57.00	\$9.98	\$59.85	\$3.24	\$19.44
13	REMOVING CONCRETE SIDEWALK	SQ FT	37,597	\$0.70	\$26,317.90	\$0.74	\$27,633.80	\$1.29	\$48,500.13
14	ROOT CUTTING FOR S. W. INSTALLATION, 10"- 20" TREES (ESTIMATED)	EACH	65	\$60.00	\$3,900.00	\$63.00	\$4,095.00	\$11.30	\$734.50
15	ROOT CUTTING FOR SW. INSTALLATION, 20"- 30" TREES (ESTIMATED)	EACH	85	\$75.00	\$6,375.00	\$78.75	\$6,693.75	\$16.95	\$1,440.75
16	ROOT CUTTING FOR S. W. INSTALLATION, TREES OVER 30" (ESTIMATED)	EACH	70	\$90.00	\$6,300.00	\$94.50	\$6,615.00	\$22.60	\$1,582.00
17	ADJUST MANHOLE OR CATCH BASIN (ESTIMATED)	EACH	2	\$150.00	\$300.00	\$157.50	\$315.00	\$113.00	\$226.00
18	RECONSTRUCT MANHOLE OR CATCH BASIN (ESTIMATED)	EACH	3	\$150.00	\$450.00	\$157.50	\$472.50	\$252.00	\$756.00
TOTAL					\$148,578.85		\$156,007.79		\$170,236.63
Engineering Cost 15%					\$22,286.83		\$23,401.17		\$25,535.49
ESTIMATED PROJECT TOTAL					\$170,865.68		\$179,408.96		\$195,772.12

ALL QUANTITIES ARE ESTIMATED 02/01/05 @3:10 P.M.

\$148,578.85

\$74,289.43

\$156,007.79

\$170,236.63

Date: February 8, 2005
To: Honorable Mayor and City Commissioners
From: Engineering
RE: LED Traffic Signals

SUMMARY OF REQUEST:

Authorize staff to enter into an agreement with Strain Electric Company out of Grand Rapids MI, to replace the incandescent signals with LED (light - emitting diode) ones for the purpose of saving energy consumptions and enhancing visibility at more than thirty (30) locations within the City. The cost of this agreement would be \$116,760 with a payback of less than 4-years while the expected life of those LEDs is estimated at 5-7 years.

Strain Electric is being recommended without a formal bid process due to their desire & willingness to extend the unit prices they did the Norton Shores project for in 2004. Norton Shores went through a formal bid process and Strain was selected based on qualifications and being the lowest responsible bidder.

FINANCIAL IMPACT:

The cost of labor & materials of \$116,760.

BUDGET ACTION REQUIRED:

The upcoming quarterly budget will be revised to reflect this project and eliminate the Lakeshore Dr., Lincoln to McCracken project from the Major Street list of the 2005 CIP budget since our request for grant was not approved by MDOT.

STAFF RECOMMENDATION:

Authorize staff to enter into an agreement with Strain Electric to upgrade traffic signals.

COMMITTEE RECOMMENDATION:



9228 S. 88th Avenue
Montague, MI 49437
Ph: 231-894-2979
Fax: 231-894-1310
toprail@toprailelectric.com

Muskegon City Commission
Subject: LED replacement

02/08/05

Good Evening:

I am Tim Korthase, owner of Top Rail Electric, based out of Montague in Muskegon County. I recently discovered that the City of Muskegon is intending to award a contract for LED replacement to an electrical contractor based out of Grand Rapids. The justification for this non competitive bid award is that it would be an extension of a bid that the City of Norton Shores had for similar work and that it would allow for the best pricing available for the work.

Although I admire the cooperation between the municipalities and the hard work and progressive thinking that the City of Muskegon Engineering Department is doing, **I am very disappointed that Top Rail Electric had no chance to bid on this work.**

I would like to share a few points for your consideration.

- I know your engineering department is busy, and writing specifications for a project can consume a lot of time. I believe the motive in your decision is to reduce cost and speed in getting this work done. For this particular project this would not be the case.
 - Top Rail Electric was instrumental in helping the City of Norton Shores develop specifications, so your engineering department could easily have gotten these specifications from either the City of Norton Shores or from Top Rail Electric. Top Rail Electric brought this LED analysis first to the City of Norton Shores on 1/03, then to progressive meetings with your city and the county on 2/03. Our meeting with the City of Muskegon was 2/03. We met with Mohamed Al-Shatel, Bob Kuhn, Doug Sayles, Jim Sneed and John Chrisman, a Gelcore Factory Sales Rep. At this time we shared the three major advantages of the LEDs, electricity consumption savings, lower maintenance cost and the ability to be on a back up power supply in the event of a power failure.
- Top Rail Electric is a local specialty contractor who has shown that we are a leader in this line of work. We are nearby, pre-qualified with the state for this work, have equipment and staff located just outside the city limits in Norton Shores. Frankly, we are the best contractor in this specialty field of work in the state today. I may be a bit biased, but I'm sure if you were to check into it with our customers or the state signal inspectors the majority would agree with this statement.



9228 S. 88th Avenue
Montague, MI 49437

Ph: 231-894-2979

Fax: 231-894-1310

toprail@toprailelectric.com

1. 15 of our 21 employees live in Muskegon County and the rest in southern Oceana County, The majority of these wages are spent in Muskegon County. Why not bid the work with a chance that these monies would circulate in the county again?
2. Top Rail was responsible for research that led to (in our opinion) a better product. Gelcore versus Dialight, two major vendors are both good products. With this non bidding process there was no competitive material pricing taking place. The pricing for this product continues to come down rapidly due to the volume being sold as well as the developments in the technology itself. A competitive bid situation would insure that you would be getting these cost savings. Would you buy a new computer today at last year's prices? The same thing is happening here.

To close, Muskegon County, the City of Muskegon and your engineering department are fortunate to have a qualified and reputable source for this type of work residing in your community. Top Rail Electric has put a lot of work into sharing and educating your staff on this technology and we feel we have earned a position on the bidders list. I feel it is reasonable for Top Rail Electric to have the chance to bid on this work. Should it be reasonable for me to expect this? Maybe, maybe not, but these are the cards dealt and I feel Top Rail Electric should have the chance to bid on this work.