

CITY OF MUSKEGON

CITY COMMISSION MEETING

JANUARY 14, 2014

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. Deficit Elimination Plan for Neighborhood Stabilization Fund. FINANCE
 - C. SAFEbuilt “Addendum to Professional Services Agreements”.
PLANNING & ECONOMIC DEVELOPMENT
 - D. SAFEbuilt Inspectors – Authorization to Issue Citations. PLANNING &
ECONOMIC DEVELOPMENT
 - E. Liquor License Request – Racquets, 446 W. Western Avenue,
Commission Approval for Use of City Owned Property. PUBLIC SAFETY
 - F. Quit Claim City Property to County of Muskegon. CITY MANAGER
 - G. Title VI – Non-Discrimination Plan and Limited English Proficiency Plan.
AFFIRMATIVE ACTION & RISK MANAGEMENT
 - H. Approval of Realtor Procurement Bid for CNS. COMMUNITY &
NEIGHBORHOOD SERVICES
 - I. Vacation of Nims Street between Brunswick Street and Vulcan Street.
PLANNING & ECONOMIC DEVELOPMENT
 - J. Vacation of Vulcan Street South of Nims Street and North of Keating
Avenue. PLANNING & ECONOMIC DEVELOPMENT
- ❑ **PUBLIC HEARINGS:**
- ❑ **COMMUNICATIONS:**

❑ **CITY MANAGER'S REPORT:**

❑ **UNFINISHED BUSINESS:**

A. Appointment of Vice Mayor.

❑ **NEW BUSINESS:**

A. Towing Contract. PUBLIC SAFETY

❑ **ANY OTHER BUSINESS:**

❑ **PUBLIC PARTICIPATION:**

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

❑ **CLOSED SESSION:**

❑ **ADJOURNMENT:**

ADA POLICY: THE CITY OF MUSKEGON WILL PROVIDE NECESSARY AUXILIARY AIDS AND SERVICES TO INDIVIDUALS WHO WANT TO ATTEND THE MEETING UPON TWENTY FOUR HOUR NOTICE TO THE CITY OF MUSKEGON. PLEASE CONTACT ANN MARIE CUMMINGS, CITY CLERK, 933 TERRACE STREET, MUSKEGON, MI 49440 OR BY CALLING (231) 724-6705 OR TTY/TDD DIAL 7-1-1 TO REQUEST A REPRESENTATIVE TO DIAL (231) 724-6705.

Date: January 14, 2014
To: Honorable Mayor and City Commissioners
From: Ann Marie Cummings, City Clerk
RE: Approval of Minutes

SUMMARY OF REQUEST: To approve minutes of the December 9th Commission Worksession Meeting, and the December 10th City Commission Meeting.

FINANCIAL IMPACT: None.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: Approval of the minutes.

City of Muskegon
City Commission Worksession
December 9, 2013
City Commission Chambers
5:30 PM

MINUTES

2013-93

Present: Commissioners Gawron, Markowski, German, Hood, Turnquist, Wierengo, and Spataro.

Absent: None.

2014 User Fee Update.

City Departments have reviewed and updated their user fees and these have been incorporated into the Master Fee Resolution.

This item will be considered at the December 10, 2013 City Commission meeting.

Update on Harris Hospitality.

Harris Hospitality and Cathy Brubaker-Clarke gave an update on the proposed restaurant at Pere Marquette Park. The agreement between the City and Harris Hospitality will be for 45 years. A restaurant will be built with a planned opening in spring 2014 and additional building options taking place after the restaurant has been established..

This item will be considered at the December 10, 2013 City Commission meeting.

Adjournment.

Motion by Commissioner Wierengo, seconded by Commissioner Turnquist to adjourn at 5:58 p.m.

MOTION PASSES

**Ann Marie Cummings, MMC
City Clerk**

CITY OF MUSKEGON

CITY COMMISSION MEETING

DECEMBER 10, 2013

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, December 10, 2013.

Mayor Gawron opened the meeting with a prayer from Reverend Diane Stark from the Unity Church of Muskegon after which the Commission and public recited the Pledge of Allegiance to the Flag.

ROLL CALL FOR THE REGULAR COMMISSION MEETING:

Present: Mayor Stephen Gawron, Vice Mayor Lawrence Spataro, Commissioners Eric Hood, Willie German, Sue Wierengo, Byron Turnquist, and Lea Markowski, City Manager Franklin Peterson, City Attorney John Schrier, and City Clerk Ann Marie Cummings.

2013-94 HONORS AND AWARDS:

- A. Muskegon High School Big Reds Football Team – 2012-2013 State Finalist.
- B. Muskegon Catholic Central Crusaders Football Team – Division 8 State Championship.

Mayor Gawron and the Commission congratulated Muskegon Big Reds Coach Shane Fairfield and the team for their 2012-2013 State Finalist; and Muskegon Catholic Central Crusaders Coach Steve Czerwon and the team for their Division 8 State Championship. He thanked them for their sportsmanship, enthusiasm, and hard work and presented them with a Certificate of Recognition and a sign.

2013-95 CONSENT AGENDA:

- A. Approval of Minutes. CITY CLERK

SUMMARY OF REQUEST: To approve minutes of the November 26th City Commission Meeting.

FINANCIAL IMPACT: None.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: Approval of the minutes.

B. SECOND READING: Amendment to the Water Supplies Ordinance.
PLANNING & ECONOMIC DEVELOPMENT

SUMMARY OF REQUEST: Gene's Service, Inc. has petitioned to designate a total of 13 properties located in the City of Muskegon as "affected premises" under the City of Muskegon Water Supplies Ordinance (Ordinance no. 1133). This request follows years of response activities, including investigation and monitoring associated with the site, as well as the Michigan Department of Quality's approval for Gene's Service, Inc. to utilize the Muskegon ordinance as an appropriate exposure control measure.

FINANCIAL IMPACT: None.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: Approval of the amendment to the ordinance.

C. Request to Deny and Accept Properties That Did Not Sell During the Tax Sale for 2013. PLANNING & ECONOMIC DEVELOPMENT

SUMMARY OF REQUEST: The County of Muskegon held two delinquent tax auctions during 2013. There were seventy-eight properties left after the last auction. According to the State's tax foreclosure laws, the City must state that they are not interested in obtaining them, otherwise the City will automatically receive ownership of the parcels. From the list that was provided, Planning and Community & Neighborhood Services have gone over the parcels to determine which ones to accept.

FINANCIAL IMPACT: None.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: To deny and accept certain parcels and authorize both the Mayor and the Clerk to sign said resolution.

D. Approval of Building Procurement Contractor for Community & Neighborhood Services. COMMUNITY & NEIGHBORHOOD SERVICES

SUMMARY OF REQUEST: Award the Procurement Building Contract to Bradfield Home Improvement & Remodeling for the years 2014-2015 to be used by the Community & Neighborhood Services for HOME rental projects.

The CNS office solicited bids through public notices for a variety of trades. Bradfield Home Improvement and Remodeling was the only bid submitted.

FINANCIAL IMPACT: The funding for all projects would be used from the income received from our Rental/Lease Program.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: To approve Bradfield Home Improvement &

Remodeling for the Building Contractor Procurement Bid for the Community & Neighborhood Services office.

E. Health & Wellness Program. AFFIRMATIVE ACTION & RISK
MANAGEMENT

SUMMARY OF REQUEST: The City of Muskegon selected a Wellness Package with our Healthcare provider several years ago. They have provided both a comprehensive analysis of our organizations health risk status, and the findings of our detailed investigation into the modifiable health risks that currently drive a significant portion of our health care costs. Upon recommendation of Priority Health we have established several wellness initiatives in attempt to address the most urgent modifiable health risks.

Moving forward we recommend implementation of a reimbursement of 50% of the cost of monthly membership fees to Weight Watchers and/or Fitness Clubs for full time employees, not to exceed \$25 per employee per month. Employees participating will be reimbursed half the monthly cost for each month the member provides proof of usage of the facility a minimum number of times during the month. The number of gym visits will be established by the Wellness Committee, and approved by the City Manager. The proof of documented gym attendance and Weight Watchers meeting attendance will be submitted to the Risk Management Director.

FINANCIAL IMPACT: This Wellness Initiative, for approximately 218 full-time employees, has the potential to cost \$65,000 if every employee participates. Monies have been set-aside in the insurance fund for the City's wellness initiatives. The committee's goal is 25% participation the first year.

BUDGET ACTION REQUIRED: Yes.

STAFF RECOMMENDATION: To approve the Wellness Committee recommendation to reimburse 50% of the cost of monthly membership fees to Weight Watchers and Fitness Clubs for full-time employees, not to exceed \$25 per employee per month, provided the employee supplies proof of the agreed upon attendance requirements established by the Wellness Committee and City Manager.

Motion by Commissioner German, second by Commissioner Wierengo to approve the Consent Agenda as presented.

ROLL VOTE: Ayes: Spataro, German, Wierengo, Turnquist, Markowski, Gawron, and Hood

Nays: None

MOTION PASSES

2013-96 NEW BUSINESS:

A. 2014 User Fee Update. FINANCE

SUMMARY OF REQUEST: City Departments have reviewed and updated their user fees and these have been incorporated into the Master Fee Resolution for your consideration.

The new fees and fee changes that are being proposed include the following:

- Modifications and additions to Farmers Market fees with the opening of the new Market in the spring. The fees have not changed, however some of the names have changed and there are some additional fees for spaces not available at the current market.
- Increase in administrative fee for Code Enforcement violations to encourage compliance.
- Decrease in Rental Registration annual fee to promote compliance. The annual fee will only include one inspection and one re-inspection.
- Cemetery fees have been rounded up/down to make an even dollar amount and to slightly increase the fees which have not been changed since 2004.
- Liquor license fees have changed to fall in line with other municipalities and to reflect reduction in requirements the City must provide to the State.
- Increases in some fees at the Marina that have not changed in many years.
- The storm water cross connection sewer treatment charge is being reviewed by the City Attorney's office so we are not proposing a fee at this time.
- Increase in building permit base fee for projects up to \$2,000.

FINANCIAL IMPACT: Increased revenue for fee supported activities.

BUDGET ACTION REQUIRED: None at this time.

STAFF RECOMMENDATION: Approval.

Motion by Commissioner Markowski, second by Vice Mayor Spataro to approve the 2014 User Fee Update.

ROLL VOTE: Ayes: German, Wierengo, Turnquist, Markowski, Gawron, Hood, and Spataro

Nays: None

MOTION PASSES

B. 2014 Salary Schedule and Fringe Benefits for Non-Represented Employees. CITY MANAGER

SUMMARY OF REQUEST: To approve and adopt the proposed salary ranges and salary schedules for the non-represented administrative, technical, professional,

and supervisory employees for 2014 (2.0% increase).

FINANCIAL IMPACT: The salary increases will cost approximately \$40,500 annually plus approximately \$8,500 annually in added fringe benefit costs.

BUDGET ACTION REQUIRED: To authorize the necessary 2014 budgetary amendments and transfer of money from the affected City funds (Contingency Account for General Fund) to the appropriate salary and fringe benefit accounts to accommodate the salary increases and fringe benefit adjustments.

STAFF RECOMMENDATION: To approve and adopt the proposed salary ranges, salary schedules, and fringe benefit changes for non-represented employees for 2014.

Motion by Commissioner Hood, second by Commissioner Wierengo to approve and adopt the proposed salary ranges, salary schedules, and fringe benefit changes for non-represented employees for 2014.

ROLL VOTE: Ayes: Wierengo, Turnquist, Markowski, Gawron, Hood, Spataro, and German

Nays: None

MOTION PASSES

C. Agreements with Harris Hospitality for Pere Marquette Park. PLANNING & ECONOMIC DEVELOPMENT

SUMMARY OF REQUEST: Harris Hospitality has modified their plans for the development of the commercial property at Pere Marquette Park. They plan to start with the current footprint of the restaurant building and after that is constructed and in operation, seek financing for the additional uses (banquet facility, etc.) Therefore, the Agreement documents have been modified for City Commission approval.

FINANCIAL IMPACT: \$6,000 annual lease payments during initial term.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: To approve the request and authorize the Mayor and Clerk to execute the documents, subject to City staff approval of each and every exhibit.

Motion by Vice Mayor Spataro, second by Commissioner German to approve the request and authorize the Mayor and Clerk to execute the documents, subject to City staff approval of each and every exhibit.

ROLL VOTE: Ayes: Turnquist, Markowski, Gawron, Hood, Spataro, German, and Wierengo

Nays: None

MOTION PASSES

D. City Commission to Petition LCC to Revoke Elk's Club License. PUBLIC SAFETY

SUMMARY OF REQUEST: The Director of Public Safety requests that the City Commission move to petition the Michigan Liquor Commission to revoke the Elk's Charity Lodge 1397 "*Club*" Liquor License.

The Elk's Charity Lodge local hearing was held on December 2, 2013, City Staff testified at the hearing under the direction of Attorney John C. Schrier. The City presented facts and information relating to many violent incidents over the past several years, with the last being a mass shooting that claimed the lives of three individuals and wounded four others.

Elk's Board Members attended the hearing which was open to the public representing the interests of the Charity Lodge. The Honorable Robert Chessman presided over the matter at the request of the City of Muskegon Commission.

Referee Chessman rendered a decision on December 9, 2013. Mr. Chessman recommended the City Commission formally petition the Michigan Liquor Commission to revoke the Elk's Charity Lodge "Club" Liquor License.

FINANCIAL IMPACT: None.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: Staff recommends the City Commission move to petition the MLCC to permanently revoke the Elk's Charity Lodge "Club" License as declared by Robert Chessman, which would permanently prohibit the Elk's Lodge from serving any/all alcoholic beverages.

Motion by Vice Mayor Spataro, second by Commissioner Markowski to petition the MLCC to permanently revoke the Elk's Charity Lodge "Club" License based on the recommendations by Robert Chessman, which would permanently prohibit the Elk's Lodge from serving any/all alcoholic beverages.

ROLL VOTE: Ayes: Markowski, Gawron, Hood, Spataro, German, Wierengo, and Turnquist

Nays: None

MOTION PASSES

E. SEIU Unit 1 – Clerical Contract. CITY MANAGER

SUMMARY OF REQUEST: To approve the negotiated tentative agreement with the SEIU Unit 1 (Clerical Union).

BUDGET ACTION REQUIRED: None.

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

Motion by Commissioner Turnquist, second by Commissioner Wierengo to approve the tentative agreement with the SEIU Unit 1 (Clerical Union) and to authorize the Mayor and Clerk to sign the contract.

ROLL VOTE: Ayes: Gawron, Hood, Spataro, German, Wierengo, Turnquist, and Markowski

Nays: None

MOTION PASSES

F. SEIU Unit 2 – DPW Contract. CITY MANAGER

SUMMARY OF REQUEST: To approve the negotiated tentative agreement with the SEIU Unit 2 (DPW Union).

BUDGET ACTION REQUIRED: None.

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

Motion by Commissioner Hood, second by Commissioner Wierengo to approve the tentative agreement with the SEIU Unit 2 (DPW Union) and to authorize the Mayor and Clerk to sign the contract.

ROLL VOTE: Ayes: Hood, Spataro, German, Wierengo, Turnquist, Markowski, and Gawron

Nays: None

MOTION PASSES

2013-97 ANY OTHER BUSINESS: Mayor Gawron and Commission thanked Commissioner Lea Markowski and Commissioner Sue Wierengo for their dedicated and faithful service. They were presented with a Certificate of Recognition extending our deep appreciation for their service.

PUBLIC PARTICIPATION: Public comments were received.

ADJOURNMENT: The City Commission Meeting adjourned at 6:17 pm.

Respectfully submitted,

Ann Marie Cummings, MMC
City Clerk

Date: January 7, 2014
To: Honorable Mayor and City Commissioners
From: Assistant Finance Director
RE: Deficit Elimination Plan for Neighborhood Stabilization Fund

SUMMARY OF REQUEST: At June 30, 2013 the City of Muskegon Neighborhood Stabilization Fund had a deficit balance of \$38,767. Act 275 of the Public Acts of 1980 requires that the City file a Deficit Elimination Plan with the Michigan Department of Treasury. Staff is requesting adoption of the Neighborhood Stabilization Elimination Plan and Resolution.

FINANCIAL IMPACT: As presented by the Deficit Elimination Plan the Neighborhood Stabilization Fund will no longer have a deficit by June 30, 2014.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: Adoption of the Deficit Elimination Plan Resolutions.

COMMITTEE RECOMMENATION:

DEFICIT ELIMINATION PLAN

City of Muskegon

State ID Number 61-2020

Neighborhood Stabilization Fund

January 7, 2014

At June 30, 2013 the City of Muskegon Neighborhood Stabilization Fund had a deficit balance of \$38,767. The City's NSP I program has been completed. The City currently has two homes that have been rehabilitated through the NSP program that have not sold. Once these homes have sold the City will be able to use the program income to cover the final expenses of the program. It is the hope of the City to be able to close this fund at June 30, 2014.

The following table shows the budget for the Neighborhood Stabilization Program.

	2012/2013	Budgeted 2013/2014
Beginning Fund Balance July 1,	\$ 6,585	\$ (38,767)
Revenues		
Federal Grants	\$ 220,891	\$ 130,391
Other	\$ 22,085	\$ 100,000
Transfers in/out	\$ -	\$ -
Total Revenue	\$ 242,976	\$ 230,391
Expenditures		
Capital Outlay	\$ 288,328	\$ 191,624
Ending Balance June 30,	\$ (38,767)	\$ -

**CITY OF MUSKEGON
MUSKEGON COUNTY, MICHIGAN**

RESOLUTION NO. _____

WHEREAS City of Muskegon's Neighborhood Stabilization Program had a \$38,767 deficit unassigned fund balance on June 30, 2013; and

WHEREAS, Act 275 of the Public Acts of 1980 requires that a Deficit Elimination Plan be formulated by the local unit of government and filed with the Michigan Department of Treasury:

NOW THEREFORE, IT IS RESOLVED that the City Commission of the City of Muskegon adopts the following as the City of Muskegon's Neighborhood Stabilization Fund's Deficit Elimination Plan:

	2012/2013	Budgeted 2013/2014
Beginning Fund Balance July 1,	\$ 6,585	\$ (38,767)
Revenues		
Federal Grants	\$ 220,891	\$ 130,391
Other	\$ 22,085	\$ 100,000
Transfers in/out	\$ -	\$ -
Total Revenue	\$ 242,976	\$ 230,391
Expenditures		
Capital Outlay	\$ 288,328	\$ 191,624
Ending Balance June 30,	\$ (38,767)	\$ -

Adopted this _____ day of January 2014.

By: _____
Stephen J Gawron
Its Mayor

By: _____
Ann Marie Cummings, MMC
Its Clerk

Commission Meeting Date: January 14, 2014

Date: January 8, 2014
To: Honorable Mayor & City Commission
From: Planning & Economic Development Department
RE: SAFEbuilt "Addendum to Professional Services Agreements" ("Addendum")

SUMMARY OF REQUEST: The City of Muskegon has contracted with SAFEbuilt to provide building and property inspection services. Currently, there are two separate agreements with different termination dates. In order to remain consistent, there are three changes recommended to the agreement/s. The first is to permit SAFEbuilt the use of City telephone and internet services, for a monthly/annual fee. The second is to use the same termination dates for both the Building and Rental/Environmental Code Compliance Agreements. The third is to allow SAFEbuilt to use the City's BS&A software, as well as the Alpha software.

FINANCIAL IMPACT: The City will be providing services for use of the telephone and internet and will receive a monthly fee of \$150.00 plus an annual SIP handset fee of \$85.00 per telephone from SAFEbuilt.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: To approve the attached Addendum and authorize the Mayor's signature.



ADDENDUM TO PROFESSIONAL SERVICES AGREEMENTS between the City of Muskegon, ("City"), a Michigan municipal corporation and SAFEbuilt Michigan, Inc., ("SAFEbuilt").

Addendum Effective Date: _____

1. Internet and Telephone Service

The City shall permit SAFEbuilt to use its telephone and internet service through the City's service provider. SAFEbuilt shall pay the City a monthly charge of \$150.00 plus an annual SIP handset fee of \$85.00 per telephone. Monthly charges shall begin immediately. The annual fee shall be charged one year from the Addendum Effective Date.

The City retains all rights to continue with its current telephone/internet provider or switch to another service provider at its discretion. SAFEbuilt may discontinue use of the City's phone and/or internet service upon 30-days advanced written notification to the City.

The City makes no guarantees regarding the performance of the telephone and/or internet service and shall be held harmless for any and all damages arising from interruption, slow connectivity or other performance issues related to the services. In the event that the City's service provider withdraws permission to SAFEbuilt for use of its services, or otherwise prevents, restricts or hinders SAFEbuilt's use of these services, the City shall notify SAFEbuilt and SAFEbuilt acknowledges that it shall then be required to engage its own third party service provider. The City shall be held harmless for any and all damages arising from such a required change in service.

2. Termination Dates

The City and SAFEbuilt have two existing agreements in place, with two different termination dates. The parties wish to have both contracts terminate on the same date of November 30, 2016. Therefore, Section 9.1 of the earlier of the two contracts, the "Trade Inspection" contract, shall be modified to read as follows:

9.1 Term. This Agreement shall be effective on the October 01, 2012, (the "Effective Date") and shall terminate on November 30, 2016. Upon termination and upon mutual agreement of the parties as approved by City Commission, this Agreement may be renewed for up to a two (2) year period. This Agreement may also be terminated as provided in paragraph 9.3.

3. Software

Section 7.0 of the Rental Program and Environmental Code Compliance Professional Services Agreement between the City and SAFEbuilt address SAFEbuilt's use of BS&A software. This section shall apply equally to "the Environmental" software provided to SAFEbuilt by the City, with the exception that the City will not be responsible for the

modification, maintenance and oversight of the Environmental software if SAFEbuilt chooses to use that system and authorizes SAFEbuilt to install and modify the software as needed for its services to the City. Software modifications become and remain the property of the City.

The original agreements will remain in effect.

This Addendum is hereby executed by the parties as follows:

City of Muskegon, MI

SAFEbuilt Michigan, Inc.

Signature

Signature

Name: _____

Name: _____

Title: _____

Title: _____

Date: ____/____/____

Date: ____/____/____

Commission Meeting Date: January 14, 2014

Date: January 8, 2014
To: Honorable Mayor & City Commission
From: Planning & Economic Development Department
RE: SAFEbuilt Inspectors- Authorization to Issue Citations

SUMMARY OF REQUEST: The City of Muskegon has contracted with SAFEbuilt to provide building and property inspection services. This responsibility includes the necessity of issuing citations. Since State law specifies that only "local authorized officials" may issue civil citations on behalf of the municipality, it is necessary to appoint the SAFEbuilt inspectors as "local authorized agents with the power to issue municipal citations and municipal ordinance violation notices".

FINANCIAL IMPACT: None.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: To approve the attached resolution authorizing SAFEbuilt inspectors to act as "local authorized agents".

**RESOLUTION AUTHORIZING SAFEbuilt’S INSPECTORS TO ISSUE CITATIONS
ON BEHALF OF THE CITY OF MUSKEGON**

City of Muskegon
County of Muskegon, State of Michigan

WHEREAS, the City of Muskegon (“the City”) has contracted with SAFEbuilt of Michigan, Inc. (“SAFEbuilt”) to provide building and property inspection services and enforce the relevant portions of the City’s Code of Ordinances, including all ordinances pertaining to the building code, dangerous buildings, rental registration, property maintenance and zoning (“the Code”).

WHEREAS, state law provides that only local authorized officials may issue civil citations on behalf of a municipality.

WHEREAS, SAFEbuilt inspectors will be acting as City personnel, or agents of the City, to enforce the Code.

WHEREAS, SAFEbuilt inspectors will be the witnesses who document Code violations and who must testify in court in the event of a hearing on a violation.

NOW, THEREFORE, BE IT RESOLVED THAT:

All SAFEbuilt inspectors working on behalf of the City are appointed as local authorized agents with the power to issue municipal citations and municipal ordinance violation notices to residents of the City whom they determine to be in violation of the Code.

As of the date of this Resolution, the following individuals are authorized SAFEbuilt inspectors:

Kirk Briggs
Jack Byers
Jim Hoppus
Ken Murar
Ron Johnston
Jay Paulson
Roger “Red” Sloan
Robert “Gene” Lowder
Jim Brow
L. Scott Plummer
Jim Shreda

All of the individuals listed above shall remain authorized local officials with the power to issue citations only for as long as they remain SAFEbuilt inspectors working on behalf of the City.

Any new SAFEbuilt inspectors hired after the date of this Resolution, during the existence of the contract for services between SAFEbuilt and the City, shall also be local authorized officials with authority to issue municipal citations for violations of relevant sections of the Code.

AYES: Members _____

NAYS: Members _____

RESOLUTION DECLARED ADOPTED.

CITY OF MUSKEGON

By: _____
Ann Cummings
City Clerk

CERTIFICATE

The undersigned, being the duly qualified clerk of the City of Muskegon, Muskegon County, Michigan, does hereby certify that the foregoing is a true and complete copy of an resolution adopted by the City Commission of the City of Muskegon, at a regular meeting of the City Commission on the _____ day of _____, 2014, at which meeting a quorum was present and remained throughout, and that the original of said resolution is on file in the records of the City of Muskegon. I further certify that the meeting was conducted, and public notice was given, pursuant to and in full compliance with Act No. 267, Public Acts of Michigan of 1976, as amended, and that minutes were kept and will be or have been made available as required thereby.

DATED: _____, 2014

Ann Cummings
Clerk, City of Muskegon

Date: January 14, 2014
To: Honorable Mayor and City Commissioners
From: Jeffrey Lewis, Director of Public Safety
**RE: Liquor License Request – Racquets, 446 W.
Western Avenue**

SUMMARY OF REQUEST: The Muskegon Police Department has received an Application for Temporary Authorization from Downtown Pinnacle Properties (dba Racquets Downtown Grill) for a charity volleyball event scheduled for January 30, 2014 to February 1, 2014. The liquor license request is to include the volleyball court area which will be located on Western Avenue between 3rd and 4th Street.

The State of Michigan Liquor Control Commission is asking for local commission approval, for use of the city street, before the license is issued. This is a repeat event, and the Muskegon Police Department finds no reason to deny this request.

FINANCIAL IMPACT: None.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: Approval of the request.



Muskegon Police Department

Jeffrey Lewis
Director of Public Safety

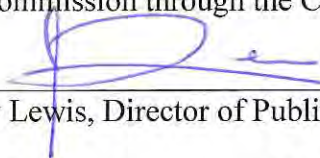
980 Jefferson
Muskegon, Michigan
49443-0536

www.muskegonpolice.com

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

January 08, 2014

To: City Commission through the City Manager

From: 
Jeffrey Lewis, Director of Public Safety

Re: Liquor License Request – 446 W. Western Ave
Commission Approval for Use of City Owned Property

The Muskegon Police Department has received an Application for Temporary Authorization from Downtown Pinnacle Properties (dba. Racquests Downtown Grill).

This application is for a charity volleyball event scheduled for January 30, 2014 to February 1, 2014. The liquor license request is to include the volleyball court area which will be located on Western Ave., between 3rd and 4th Street.

The State of Michigan Liquor Control Commission is asking for local commission approval, for use of the city street, before the license is issued.

This is a repeat event and the Muskegon Police Department finds no reason to deny this request.

JL/kd

Date: January 14, 2014
To: Honorable Mayor and City Commissioners
From: City Manager's Office
RE: Quit Claim City Property to County of Muskegon

SUMMARY OF REQUEST: To authorize the Mayor and Clerk to sign the attached quit claim deed to the County of Muskegon for \$1. The city lot is currently being used as parking by County employees and will continue to be used as parking.

FINANCIAL IMPACT:

STAFF RECOMMENDATION: To authorize the Mayor and Clerk to sign the quit claim deed.

QUIT CLAIM DEED

The Grantor, THE CITY OF MUSKEGON, a Michigan municipal corporation, whose street number and post office address is 933 Terrace Street, P.O. Box 536, Muskegon, MI 49443, quit claims to THE COUNTY OF MUSKEGON, a Michigan municipal corporation, whose street number and post office address is 990 Terrace Street, Muskegon, MI 49442, the following described premises in the City of Muskegon, Muskegon County, and State of Michigan, to-wit:

The Southwesterly 31-1/2 feet of Lots 15 and 16, Block 188, according to the recorded plat in Liber 3 of Plats, Page 71, Muskegon County Records. (Parcel No. 24-31-19-486-012)

for the sum of One Dollar (\$1.00).

The within transfer is exempt from transfer tax pursuant to MCL 207.526(a) and MCL 207.505(a).

Dated: This ____ day of January, 2014.

SIGNED AND SEALED:

THE CITY OF MUSKEGON

By _____
Stephen J. Gawron, Mayor

By _____
Ann Marie Cummings, Clerk

STATE OF MICHIGAN)
) ss.
COUNTY OF MUSKEGON)

The foregoing instrument was acknowledged before me by Stephen J. Gawron and Ann Marie Cummings, the Mayor and Clerk of the City of Muskegon, a Michigan municipal corporation this ____ day of January, 2014.

Notary Public
Muskegon County, Michigan
My Comm. Expires: _____
Acting in Muskegon County

Prepared by and after recording return to:
Williams, Hughes, PLLC
By: Douglas M. Hughes
Business Address:
120 West Apple Avenue
P.O. Box 599
Muskegon, MI 49443-0599

Subsequent Tax Bills to:

Tax Parcel No. ____; Recording Fee ____; Revenue Stamps ____

MEMO

Date: January 8, 2014

To: Honorable Mayor & City Commission

From: Affirmative Action & Risk Management

RE: Title VI – Non – Discrimination Plan & Limited English Proficiency Plan

SUMMARY OF REQUEST:

A Title VI Plan was developed to adhere to non-discrimination requirements that shall be met *prior to the receipt* of, or upon entering into a contract with the Michigan Department of Transportation (MDOT) for Federal Highway Administration (FHWA) funds.

Title VI of the Civil Rights Act of 1964, and related statutes provide that no person shall on the grounds of race, color, or national origin, sex, age, disability, or socio-economic status, be excluded from participation in, be denied the benefit of, or otherwise be subjected to discrimination in any program or activity receiving federal funds.

Related to Title VI, Executive Order 12898, Limited English Proficiency and Executive Order 13166, Environmental Justice was enacted to ensure non-discrimination against low-income populations, minority populations and persons who have limited ability to speak, write, or understand English. These Executive Orders require recipients and sub-recipients to address Environmental Justice and Limited English Proficiency in consideration of and approach to any program, service, or activity receiving federal funds.

The City of Muskegon currently does not have a Title VI Non-Discrimination Plan or Limited English Proficiency Plan on file with the Michigan Department of Transportation.

Compliance with federal and state civil rights regulations is mandatory and it is our responsibility to ensure that as a recipient or sub-recipient of Federal Highway Administration (FHWA) dollars, we have a Title VI Plan and a Limited English Proficiency Plan on file with the Michigan Department of Transportation prior to the receipt of federal funds.

FINANCIAL IMPACT: None

BUDGET ACTION REQUIRED: None

STAFF RECOMMENDATION:

Approval of the City of Muskegon Title VI-Non-Discrimination Plan, and Limited English Proficiency (LEP) Plan, and authorize the Mayor and Staff to sign, and place on file with the Michigan Department of Transportation.

CITY OF MUSKEGON

TITLE VI

NON-DISCRIMINATION PLAN

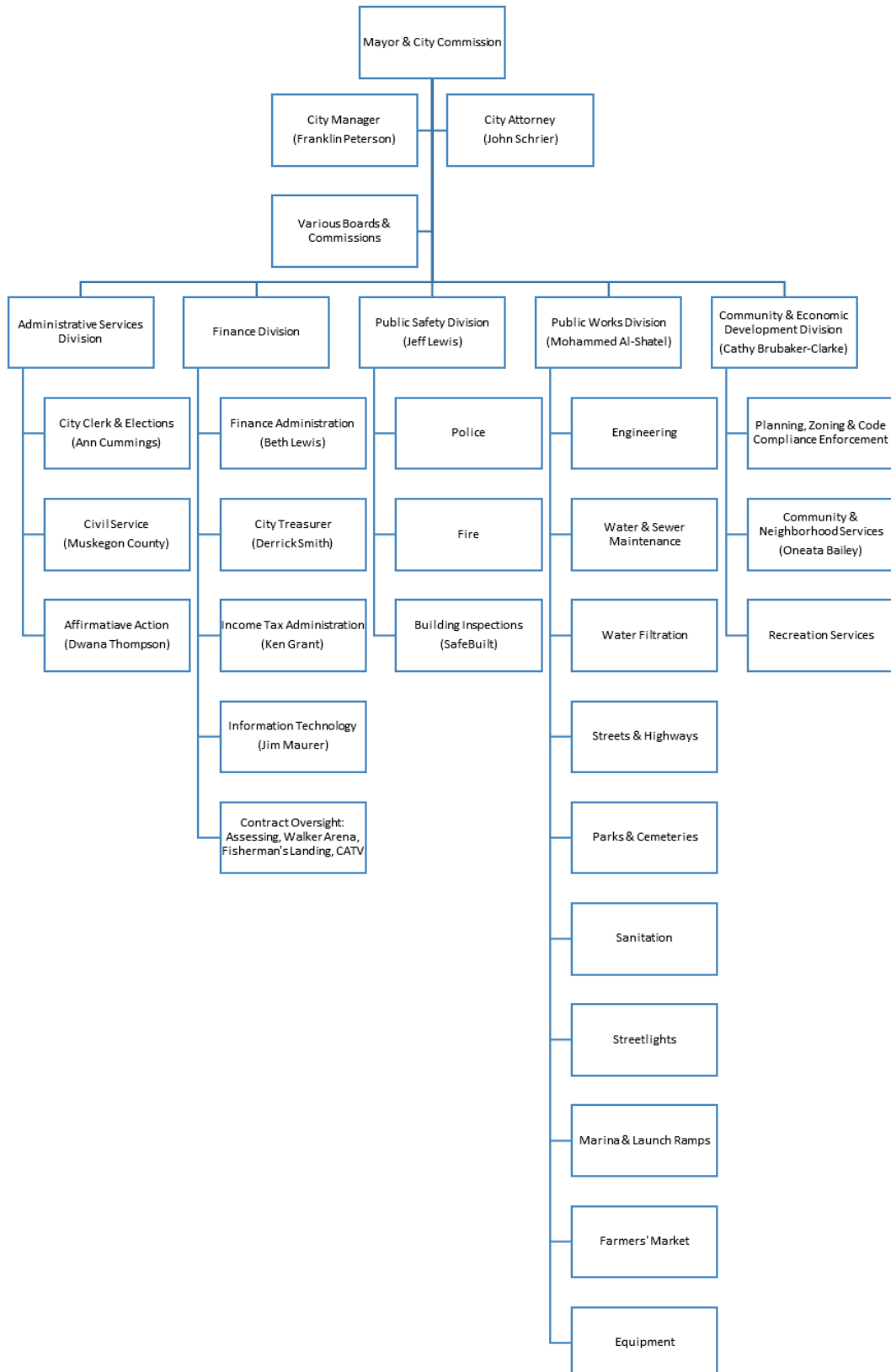
933 Terrace Street
Muskegon, MI 49440
Phone: (231) 724-6703
Fax: (231) 722-1214
Website: www.muskegon-mi.gov

Title VI Coordinator:
Dwana Thompson, Affirmative Action Director
Email: dwana.thompson@shorelinecity.com

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CITY OF MUSKEGON ORGANIZATION CHART



INTRODUCTION

The City of Muskegon is located in Western Michigan on the shores of Lake Michigan. The City covers eighteen square miles and, with a 2010 census population of 38,401, is the largest city on the eastern shore of Lake Michigan.

The City of Muskegon serves all people of the city, including minority populations, low-income populations, the elderly, persons with disabilities, and those who traverse the state of Michigan. The City of Muskegon recognizes its responsibility to provide fairness and equity in all of its programs, services, and activities, and that it must abide by and enforce federal and state civil rights legislation.

Title VI of the Civil Rights Act of 1964, is the overarching civil rights law which prohibits discrimination based on race, color, or national origin, in any program, service or activity that receives federal assistance. Specifically, Title VI assures that, “No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefit of, or be otherwise subjected to discrimination under any program or activity receiving federal assistance.” Title VI has been broadened by related statutes, regulations and executive orders. Discrimination based on sex is prohibited by Section 324 of the Federal-Aid Highway Act, which is the enabling legislation of the Federal Highway Administration (FHWA). The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 prohibit unfair and inequitable treatment of persons as a result of projects which are undertaken with Federal financial assistance. The Civil Rights Restoration Act of 1987 clarified the intent of Title VI to include all programs and activities of federal-aid recipients and contractors whether those programs and activities are federally funded or not.

In addition to statutory authorities, Executive Order 12898, “Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations,” signed in February of 1994, requires federal agencies to achieve Environmental Justice as part of its mission by identifying disproportionately high and adverse human health or environmental effects of its programs, policies, and activities on minority populations and low-income populations. Environmental Justice initiatives are accomplished by involving the potentially affected public in the development of transportation projects that fit within their communities without sacrificing safety or mobility. In 1997, the U.S. Department of Transportation (USDOT) issued its DOT Order to Address Environmental Justice in Minority Populations and Low-Income Populations to summarize and expand upon the requirements of Executive Order 12898 on Environmental Justice. Also, Executive Order 13166, “Improving Access to Services for Persons with Limited English Proficiency (LEP),” provides that no person shall be subjected to discrimination on the basis of race, color, or national origin under any program or activity that receives Federal financial assistance.

As a recipient of federal financial assistance, the City of Muskegon must provide access to individuals with limited ability to speak, write, or understand the English language. The City of Muskegon will not restrict an individual in any way from the enjoyment of any advantage or privilege enjoyed by others receiving any service, financial aid, or other benefit under its programs or projects. Individuals may not be subjected to criteria or methods of administration which cause

adverse impact because of their race, color, or national origin, or have the effect of defeating or substantially impairing accomplishment of the objectives of the program because of race, color or national origin. Therefore, the primary goals and objectives of the City of Muskegon's Title VI Program are:

1. To assign roles, responsibilities, and procedures for ensuring compliance with Title VI of the Civil Rights Act of 1964 and related regulations and directives;
2. To ensure that people affected by the City of Muskegon's programs and projects receive the services, benefits, and opportunities to which they are entitled without regard to race, color, national origin, age, sex, or disability;
3. To prevent discrimination in the City of Muskegon's programs and activities, whether those programs and activities are federally funded or not;
4. To establish procedures for identifying impacts in any program, service, or activity that may create illegal adverse discrimination on any person because of race, color, national origin, age, sex, or disability; or on minority populations, low-income populations, the elderly, and all interested persons and affected Title VI populations;
5. To establish procedures to annually review Title VI compliance within specific program areas within the City of Muskegon;
6. To set forth procedures for filing and processing complaints by persons who believe they have been subjected to illegal discrimination under Title VI in the City of Muskegon's services, programs or activities.

As the sub-recipient of federal transportation funds, the City of Muskegon must comply with federal and state laws, and related statutes, to ensure equal access and opportunity to all persons, with respect to transportation services, facilities, activities, and programs, without regard to race, color, religion, national origin, sex, socio-economic status, or geographical location. Every effort will be made to prevent discrimination in any program or activity, whether those programs and activities are federally funded or not, as guaranteed by the Civil Rights Restoration Act of 1987.

The City of Muskegon shall also ensure that their sub-recipients adhere to state and federal law and include in all written agreements or contracts, assurances that the sub-recipient must comply with Title VI and other related statutes. The City of Muskegon, as a sub-recipient who distributes federal transportation funds, shall monitor their sub-recipients for voluntary compliance with Title VI. In the event that non-compliance is discovered, the City of Muskegon will make a good faith effort to ensure that the sub-recipient corrects any deficiencies arising out of complaints related to Title VI; and that sub-recipients will proactively gauge the impacts of any program or activity on minority populations and low-income populations, the elderly, persons with disabilities, all interested persons and affected Title VI populations.

Discrimination under Title VI

There are two types of illegal discrimination prohibited under Title VI and its related statutes. One type of discrimination which may or may not be intentional is “disparate treatment.” Disparate treatment is defined as treating similarly situated persons differently because of their race, color, national origin, sex, disability, age, sexual orientation or gender identity.

The second type of illegal discrimination is “disparate impact.” Disparate impact discrimination occurs when a “neutral procedure or practice” results in fewer services or benefits, or inferior services or benefits, to members of a protected group. With disparate impact, the focus is on the consequences of a decision, policy, or practice rather than the intent.

The City of Muskegon’s efforts to prevent such discrimination must address, but not be limited to, a program’s impacts, access, benefits, participation, treatment, services, contracting opportunities, training, investigation of complaints, allocation of funds, prioritization of projects, and the overarching functions of planning, project development and delivery, right-of-way, construction, and research.

The City of Muskegon has developed this Title VI Plan to assure that services, programs, and activities of the City are offered, conducted, and administered fairly, without regard to race, color, national origin, sex, disability, age, sexual orientation or gender identity of the participants or beneficiaries of federally funded programs, services, or activities (see Title VI Assurances).

CITY OF MUSKEGON NON-DISCRIMINATION POLICY STATEMENT

The City of Muskegon reaffirms its policy to allow all individuals the opportunity to participate in federal financially assisted services and adopts the following provision:

“No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.” In applying this policy, the City of Muskegon and its sub-recipients of federal funds shall not:

1. Deny any individual with any service, opportunity, or other benefit for which such individual is otherwise qualified;
2. Provide any individual with any service, or other benefit, which is inferior (in quantity or quality) to, or which is provided in a different manner from that which is provided to others;
3. Subject any individual to segregated or disparate treatment in any manner related to such individual's receipt of services or benefits;
4. Restrict an individual in any way from the enjoyment of services, facilities or any other advantage, privilege or other benefit provided to others;
5. Adopt or use methods of administration, which would limit participation by any group of recipients or subject any individual to discrimination;
6. Address any individual in a manner that denotes inferiority because of race, color, or national origin;
7. Permit discriminatory activity in a facility built in whole or in part with federal funds;
8. Deny any segment of the population the opportunity to participate in the operations of a planning or advisory body that is an integral part of a federally funded program;
9. Fail to provide information in a language other than English to potential or actual beneficiaries who are of limited English speaking ability, when requested and as appropriate;
10. Subject an individual to discriminatory employment practices under any federally funded program whose objective is to provide employment;
11. Locate a facility in any way, which would limit or impede access to a federally-funded service or benefit.

The City of Muskegon will actively pursue the prevention of any Title VI deficiencies or violations and will take the necessary steps to ensure compliance. If irregularities occur in the administration

of the program's operation, procedures will be promptly implemented to resolve Title VI issues all within a period not to exceed 90 days.

The City of Muskegon designates Dwana Thompson, the Affirmative Action and Risk Management Director, as the Title VI Coordinator. The Affirmative Action & Risk Management Director will be responsible for initiating and monitoring Title VI activities and other required matters, ensuring that the City of Muskegon complies with the Title VI regulations and pursues prevention of Title VI deficiencies or violations. Inquiries concerning the City of Muskegon and Title VI may be directed to the Affirmative Action & Risk Management Director, 933 Terrace Street, Muskegon, MI 49440; Phone (231) 724-6703; Fax: (231) 722-1214; E-mail: Dwana.thompson@shorelinecity.com.

Stephen Gawron
Mayor

Dwana Thompson
Title VI Coordinator

CITY OF MUSKEGON TITLE VI ASSURANCES

The City of Muskegon (hereinafter referred to as the “Recipient”) hereby agrees that as a condition to receiving any Federal financial assistance from the U.S. Department of Transportation, it will comply with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 USC 2000d-42 USC 2000d-4 (hereinafter referred to as the “Act”), and all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-Assisted Programs for the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964 (hereinafter referred to as the “Regulations”) and other pertinent directives, to the end that in accordance with the Act, Regulations, and other pertinent directives, no person in the United States shall, on the grounds of gender, race, color or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Recipient received Federal financial assistance from the Department of Transportation, including the Federal Highway Administration, and hereby gives assurances that it will promptly take any measures necessary to effectuate this agreement. This assurance is required by subsection 21.7 (a) (1) and (b) of the Regulations.

More specifically and without limiting the above general assurance, the Recipient hereby gives the following specific assurance with respect to the Federal Aid Highway Program:

1. That the Recipient agrees that each "program" and each "facility" as defined in subsections 21.23(e) and 21.23(b) of the Regulations, will be (with regard to a "program") conducted, or will be (with regard to a "facility") operated in compliance with all requirements imposed by, or pursuant to, the Regulations.
2. That the Recipient shall insert the following notification in all solicitations for bids for work or material subject to the Regulations and made in connection with all Federal Aid Highway Programs and, in adapted form in all proposals for negotiated agreements:

“The (Recipient), in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.”

3. That the Recipient shall insert the clauses of Appendix A of this assurance in every contract subject to the Act and the Regulations.
4. That the Recipient shall insert the clauses of Appendix B of this assurance, as a covenant running with the land, in any deed from the United States effecting a transfer of real property, structures, or improvements thereon, or interest therein.
5. That where the Recipient receives Federal financial assistance to construct a facility, or part of a facility, the assurance shall extend to the entire facility and facilities operated in connection therewith.

6. That where the Recipient receives Federal financial assistance in the form, or for the acquisition of real property or an interest in real property, the assurance shall extend to rights to space on, over or under such property.
7. That the Recipient shall include the appropriate clauses set forth in Appendix C of this assurance, as a covenant running with the land, in any future deeds, leases, permits, licenses, and similar agreements entered into by the Recipient with other parties: (a) for the subsequent transfer of real property acquired or improved under the Federal Aid Highway Program; and (b) for the construction or use of or access to space on, over or under real property acquired, or improved under the Federal Aid Highway Program.
8. That this assurance obligates the Recipient for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property or interest therein or structures or improvements thereon, in which case the assurance obligates the Recipient or any transferee for the longer of the following periods: (a) the period during which the property is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or (b) the period during which the Recipient retains ownership or possession of the property.
9. The Recipient shall provide for such methods of administration for the program as are found by the Secretary of Transportation or the official to whom it delegates specific authority to give reasonable guarantee that it, other recipients, sub-grantees, contractors, subcontractors, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the Act, the Regulations and this assurance.
10. The Recipient agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Act, the Regulations, and this assurance.

This assurance is given in consideration of and for the purpose of obtaining any and all Federal grants, loans, contracts, property, discounts or other Federal financial assistance extended after the date hereof to the Recipient under the Federal Aid Highway Program and is binding on it, other recipients, sub-grantees, contractors, sub-contractors, transferees, successors in interest and other participants in the Federal Aid Highway Program. The person or persons whose signatures appear below are authorized to sign this assurance on behalf of the Recipient.

City of Muskegon

Stephen Gawron, Mayor

Date

AUTHORITIES

Title VI of the Civil Rights Act of 1964, 42 USC 2000d to 2000d-4; 42 USC 4601 to 4655; 23 USC 109(h);

Title VI of the Civil Rights Act of 1964 provides that no person in the United States shall, on the grounds of race, color, or national origin (including Limited English Proficiency), be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity receiving federal financial assistance (please refer to 23 CFR 200.9 and 49 CFR 21). Related statutes have broadened the grounds to include age, sex, low income, and disability.

The Civil Rights Restoration Act of 1987 also broadened the scope of Title VI coverage by expanding the definition of terms “programs or activities” to include all programs or activities of Federal Aid recipients, sub-recipients, and contractors, whether such programs and activities are federally assisted or not (Public Law 100-259 [S. 557] March 22, 1988).

Federal Aid Highway Act of 1973, 23 USC 324: No person shall on the ground of sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal assistance under this title or carried on under this title.

Age Discrimination Act of 1975, 42 USC 6101: No person in the United States shall, on the basis of age, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under, any program or activity receiving federal financial assistance.

Americans With Disabilities Act of 1990 PL 101-336: No qualified individual with a disability shall, by reason of his/her disability, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination by a department, agency, special purpose district or other instrumentality of a state or local government.

Section 504 of the Rehabilitation Act of 1973: No qualified individual with a disability shall, solely by reason of his/her disability, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity that receives or benefits from federal financial assistance.

USDOT Order 1050.2: Standard Title VI Assurances

EO12250: Department of Justice Leadership and coordination of Non-discrimination Laws.

EO12898: Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations.

28 CFR 50.3: Guidelines for the enforcement of Title VI of the Civil Rights Act of 1964.

EO13166: Improving Access to Services for Persons with Limited English Proficiency.

DEFINITIONS

Adverse Effects – The totality of significant individual or cumulative human health or environmental effects including interrelated social and economic effects, which may include, but are not limited to: (See Appendix E for additional discussion of “significant”)

- Bodily impairment, infirmity, illness or death
- Air, noise and water pollution and soil contamination
- Destruction or disruption of man-made or natural resources
- Destruction or diminution of aesthetic values
- Destruction or disruption of community cohesion or community’s economic vitality
- Destruction or disruption of the availability of public and private facilities and services
- Adverse employment effects
- Displacement of person’s businesses, farms or non-profit organizations
- Increased traffic congestion, isolation, exclusion or separation of minority or low-income individuals within a given community or from the broader community
- Denial of, reduction in, or significant delay in the receipt of benefits of the city’s programs, policies and activities

Federal Assistance – Includes grants and loans of federal funds; the grant or donation of federal property and interests in property; the detail of federal personnel, federal property or any interest in such property without consideration or at a nominal consideration or at a consideration which is reduced for the purpose of assisting the recipient, or in recognition of the public interest to be served by such sale or lease to the recipient; and any federal agreement, arrangement or other contract which has, as one of its purposes, the provision of assistance.

Limited English Proficiency - Individuals with a primary or home language other than English who must, due to limited fluency in English, communicate in that primary or home language if the individuals are to have an equal opportunity to participate effectively in or benefit from any aid, service or benefit provided by the city.

Low-Income – A person whose median household income is at or below the Department of Health and Human Service Poverty guidelines (see <http://aspe.hhs.gov/poverty/>).

Low-Income Population – Any readily identifiable group of low-income persons who live in geographic proximity and, if circumstances warrant, geographically dispersed/transient persons (such as migrant workers or Native Americans) who will be similarly affected by a proposed city program, policy or activity.

Minority – A person who is:

- a. Black – A person having origins in any of the black racial groups of Africa;
- b. Hispanic – A person of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin, regardless of race;
- c. Asian American – A person having origins in any of the original people of the Far East, Southeast Asia, the Indian sub-continent, or the Pacific Islands; or

- d. American Indian and Alaskan Native – A person having origins in any of the original people of North America and who maintains cultural identification through tribal affiliation or community recognition.

Minority Population – Any readily identifiable groups of minority persons who live in geographic proximity and, if circumstances warrant, geographically dispersed/transient persons (such as migrant workers or Native Americans) who will be similarly affected by a proposed city program, policy or activity.

Non-Compliance – A recipient has failed to meet prescribed requirements and has shown an apparent lack of good faith effort in implementing all the requirements of Title VI and related statutes.

Persons – Where designation of persons by race, color or national origin is required, the following designation ordinarily may be used; “White not of Hispanic origin”, “Black not of Hispanic origin”, “Hispanic”, “Asian or Pacific Islander”, “American Indian or Alaskan Native”. Additional sub-categories based on national origin of primary language spoken may be used, where appropriate, on either a national or a regional basis.

Program – Includes any road or park project including planning or any activity for the provision of services financial aid or other benefits to individuals. This includes education or training, work opportunities, health welfare, rehabilitation, or other services, whether provided directly by the recipient of federal financial assistance or provided by others through contracts or other arrangements with the recipient.

Recipient - Any state, territory, possession, the District of Columbia, Puerto Rico, or any political subdivision, or instrumentality thereof, or any public or private agency, institution, or organization, or other entity, or any individual, in any state, territory, possession, the District of Columbia, or Puerto Rico, to whom Federal assistance is extended, either directly or through another recipient, for any program. Recipient includes any successor, assignee, or transferee thereof, but does not include any ultimate beneficiary under any such program.

Significant Adverse effects on Minority and Low-Income Populations – An adverse effect that:

- a. is predominantly borne by a minority population and/or a low-income population, or
- b. will be suffered by the minority population and/or low-income population and is shown to be appreciably more severe or greater in magnitude than the adverse effect that will be suffered by the non-minority population and/or non-low-income population.

Sub-Recipient – Any agency such as a council of governments, regional planning agency, or educational institution, for example, that received Federal Highway Administration (FHWA) funds through the State DOT and not directly from the FHWA. Other agencies, local governments, contractors, consultants that receive these funds are all considered sub-recipients.

ADMINISTRATION – GENERAL

The City of Muskegon designates Dwana Thompson, Affirmative Action & Risk Management Director, as the Title VI Coordinator (hereinafter referred to as the “Title VI Coordinator”). Ms. Thompson shall have lead responsibility for coordinating the administration of the Title VI and related statutes, programs, plans, and assurances.

Complaints: If any individual believes that he/she or any other program beneficiaries have been the object of unequal treatment or discrimination as to the receipt of benefits and/or service, or on the grounds of race, color, national origin (including Limited English Proficiency), sex, age or disability, he/she may exercise his/her right to file a complaint with the city. Complaints may be filed with the Title VI Coordinator. Every effort will be made to resolve complaints informally at the lowest level.

Data Collection: Statistical data on race, color, national origin, English language ability and sex of participants in and beneficiaries of the city programs; e.g., impacted citizens and affected communities will be gathered and maintained by the city. The gathering procedures will be reviewed annually to ensure sufficiency of the data in meeting the requirements of the Title VI program.

Program Reviews: Special emphasis program reviews will be conducted based on the annual summary of Title VI activities, accomplishments, and problems. The reviews will be conducted by the Title VI Coordinator to assure effectiveness in their compliance of Title VI provisions. The Title VI Coordinator will coordinate efforts to ensure the equal participation in all their programs and activities at all levels. The city does have special emphasis programs at this time.

Title VI Reviews on Sub-Recipients: Title VI compliance reviews will be conducted annually by the Title VI Coordinator. Priority for conducting reviews will be given to those recipients of federal (U.S. Department of Transportation) funds with the greatest potential of impact to those groups covered by the Act. The reviews will entail examination of the recipients’ adherence to all Title VI requirements. The status of each review will be reported in the annual update and reported to relevant U.S. Department of Transportation (USDOT) modes upon request.

Annual Reporting Form: The Title VI Coordinator will be responsible for coordination, compilation, and submission of the annual reporting form data to the Michigan Department of Transportation (MDOT), Civil Rights Program Unit via the Sub-Recipient Annual Certification Form (MDOT form #0179) by October 5th.

Title VI Plan Updates: If updated, a copy of Title VI Plan will be submitted to the MDOT, Civil Rights Program Unit, as soon as the update has been completed, or as soon as practicable, and no later than 30 days if significant changes are made.

Public Dissemination: The City will disseminate Title VI Program information to the city employees and to the general public. Title VI Program information will be submitted to sub-recipients, contractors and beneficiaries. Public dissemination will include inclusions of Title VI

language in contracts and publishing the city's Title VI Plan within 90 days of approval on the main page of the city's internet website, at www.Muskegon-mi.gov.

Remedial Action: The city, through the Title VI Coordinator, will actively pursue the prevention of Title VI deficiencies and violations and will take the necessary steps to ensure compliance with all program administrative requirements. When deficiencies are found, procedures will be promptly implemented to correct the deficiencies and to put in writing the corrective action(s). The period to determine corrective action(s) and put it/them in writing to effect compliance may not exceed 90 days from the date the deficiencies are found.

LIMITED ENGLISH PROFICIENCY (LEP)

On August 11, 2000, President William J. Clinton signed an executive order, Executive Order 13166: Improving Access to Service for Persons with Limited English Proficiencyⁱ, to clarify Title VI of the Civil Rights Act of 1964. It had as its purpose, to ensure accessibility to programs and services to otherwise eligible persons who are not proficient in the English language.

This executive order stated that individuals who do not speak English well and who have a limited ability to read, write and speak, or understand English are entitled to language assistance under Title VI of the Civil Rights Act of 1964 with respect to a particular type of service, benefit, or encounterⁱⁱ. These individuals are referred to as being limited in their ability to speak, read, write, or understand English, hence the designation, "LEP," or Limited English Proficient. The Executive Order states that:

"Each federal agency shall prepare a plan to improve access to its federally conducted programs and activities by eligible LEP persons. Each plan shall be consistent with the standards set forth in the LEP Guidance, and shall include the steps the agency will take to ensure that eligible LEP persons can meaningfully access the agency's programs and activities."

Not only are all federal agencies required to develop LEP plans as a condition of receiving federal financial assistance, recipients have to comply with Title VI and LEP guidelines of the federal agency from which funds are provided as well.

Federal financial assistance includes grants, training, and use of equipment, donations of surplus property, and other assistance. Recipients of federal funds range from state and local agencies, to nonprofits and organizations. Title VI covers a recipient's entire program or activity. This means all parts of a recipient's operations are covered, even if only one part of a recipient's organization receives the federal assistance. Simply put, any organization that receives federal financial assistance is required to follow this Executive Order.

The City of Muskegon receives funds from the US Department of Transportation via the Federal Highway Administration.

The US Department of Transportation published *Policy Guidance Concerning Recipients' responsibilities to Limited English Proficient Person* in the December 14th, 2005 Federal Register.ⁱⁱⁱ

The Guidance implies that the City of Muskegon is an organization that must follow this guidance:

This guidance applies to all DOT funding recipients, which include state departments of transportation, state motor vehicle administrations, airport operators, metropolitan planning organizations, and regional, state, and local transit operators, among many others. Coverage extends to a recipient's entire program or activity, i.e., to all parts of a recipient's operations. This is true even if only one part of the recipient receives the Federal assistance. For example, if DOT provides assistance to a state department of transportation to rehabilitate a particular highway on the National Highway System, all of the operations of the entire state department of transportation—not just the particular highway program or project—are covered by the DOT guidance.

Elements of an Effective LEP Policy

The US Department of Justice, Civil Rights Division has developed a set of elements that may be helpful in designing an LEP policy or plan. These elements include:

1. Identifying LEP persons who need language assistance
2. Identifying ways in which language assistance will be provided
3. Training Staff
4. Providing notice to LEP persons
5. The recommended method of evaluating accessibility to available transportation services is the Four-Factor Analysis identified by the USDOT.

These recommended plan elements have been incorporated into this plan.

Methodology for Assessing Needs and Reasonable Steps for an Effective LEP Policy

The DOT guidance outlines four factors recipients should apply to the various kinds of contacts they have with the public to assess language needs and decide what reasonable steps they should take to ensure meaningful access for LEP persons:

1. The number or proportion of LEP persons eligible to be served or likely to be encountered by a program, activity, or service of the recipient or grantee.
2. The frequency with which LEP individuals come in contact with the program.
3. The nature and importance of the program, activity, or service provided by the recipient to the LEP Community.
4. The resources available to the City of Muskegon and overall cost.

The greater the number or proportion of eligible LEP persons, the greater the frequency with which they have contact with a program, activity, or service and the greater the importance of that program, activity, or service, the more likely enhanced language services will be needed. The

intent of DOT's guidance is to suggest a balance that ensures meaningful access by LEP persons to critical services while not imposing undue burdens on small organizations and local governments.

Smaller recipients with more limited budgets are typically not expected to provide the same level of language service as larger recipients with larger budgets.

The DOT guidance is modeled after the Department of Justice's guidance and requires recipients and sub-recipients to take steps to ensure meaningful access to their programs and activities to LEP persons. More information for recipients and sub-recipients can be found at <http://www.lep.gov>.

The Four-Factor Analysis

This plan uses the recommended four-factor analysis of an individualized assessment considering the four factors outlined above. Each of the following factors is examined to determine the level and extent of language assistance measures required to sufficiently ensure meaningful access to City of Muskegon services and activities that may affect their quality of life. Recommendations are then based on the results of the analysis.

Factor 1: The Proportion, Numbers and Distribution of LEP Persons

The Census Bureau has a range for four classifications of how well people speak English. The classifications are: 'very well,' 'well,' 'not well,' and 'not at all.' For our planning purposes, we are considering people that speak English less than 'very well' as Limited English Proficient persons.

As seen in Table #1, the Census 2012 Data for the City of Muskegon shows a small number of the population that speak English less than 'very well.'

TABLE #1

LANGUAGE SPOKEN AT HOME	# of Individuals	Percentage
Population 5 years and over	35,370	35,370
English only	33,326	94.2%
Language other than English	2,044	5.8%
Speak English less than "very well"	820	2.3%
Spanish	1,308	3.7%
Speak English less than "very well"	543	1.5%
Other Indo-European languages	496	1.4%
Speak English less than "very well"	217	0.6%
Asian and Pacific Islander languages	164	0.5%
Speak English less than "very well"	60	0.2%
Other languages	76	0.2%

Speak English less than "very well"	0	0.0%
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Factor 2: Frequency of Contact with LEP Individuals

The city has conducted an informal survey of our employees with regard to whether they have had encounters with LEP individuals in the performance of their job functions and found that they have had encounters with LEP individuals. We have offices accessible to the public and therefore accessible to LEP individuals. We also have staff that work in the field that could encounter LEP individuals. Additionally, regular Commission meetings are held on the 2nd and 4th Tuesdays of the month. Work session meetings are held on the first Monday of the month. These meetings could potentially bring in LEP individuals. Given the number of LEP individuals, as displayed in Table #1 (above), the probability of our employees to encounter an LEP individual is low.

Factor 3: The Nature and Importance of the Program, Activity, or Service to LEP

The City of Muskegon serves individuals throughout the City in a variety of ways including managing roads, water, sewer, police, fire, elections, and other services to residents and other individuals, such as visitors and those traversing the state. The nature of the services that the City provides is very important to an individual's day-to-day life. Therefore the denial of services to an LEP individual could have a significant detrimental effect. Given the number of LEP individuals in the City, we will ensure accessibility to all of our programs, services, and activities.

Factor 4: The Resources Available to the City of Muskegon and Overall Cost

US Department of Transportation Policy Guidance Concerning Recipients' Responsibilities to Limited English Proficient (LEP) Persons published in the Federal Register: December 14, 2005 (Volume 70, Number 239) states:

"Certain DOT recipients, such as those serving very few LEP persons or those with very limited resources, may choose not to develop a written LEP plan."

The City of Muskegon serves few LEP persons and has limited resources. However, it has decided to include a LEP section in its Title VI Plan in order to comply with the Executive Order and to ensure access and reasonable accommodations for all residents and visitors of the city.

Safe Harbor Stipulation

Federal law provides a "Safe Harbor" situation so that recipients can ensure with greater certainty that they comply with their obligation to provide written translations in languages other than English. A "Safe Harbor" means that if a recipient provides written translation in certain circumstances, such action will be considered strong evidence of compliance with the recipient's written-translation obligations under Title VI.

The failure to provide written translations under the circumstances does not mean there is non-compliance, but rather provides a guide for recipients that would like greater certainty of compliance than can be provided by a fact-intensive, four factor analysis. For example, even if a

Safe Harbor is not used, if written translation of a certain document(s) would be so burdensome as to defeat the legitimate objectives of its program, it is not necessary. Other ways of providing meaningful access, such as effective oral interpretation of certain vital documents, might be acceptable under such circumstances.

Strong evidence of compliance with the recipient's written translation obligations under "Safe Harbor" includes providing written translations of vital documents for each eligible LEP language group that constitutes 5% or 1,000, whichever is less, of the population of persons eligible to be served or likely to be affected or encountered. Translation of other documents, if needed, can be provided orally.

This "Safe Harbor" provision applies to the translation of written documents only. It does not affect the requirement to provide meaningful access to LEP individuals through competent oral interpreters where oral language services are needed and are reasonable.

Given the small number of LEP language group members, the City of Muskegon's budget and number of staff, it is deemed that written translations of vital documents would be so burdensome as to defeat the legitimate objectives of our programs. It is more appropriate for the City of Muskegon to proceed with oral interpretation options for compliance with LEP regulations.

Providing Notice to LEP Persons

USDOT LEP guidance says:

Once an agency has decided, based on the four factors, that it will provide language service, it is important that the recipient notify LEP persons of services available free of charge. Recipients should provide this notice in languages LEP persons would understand.

The guidance provides several examples of notification including:

1. Signage, in languages that an LEP individual would understand that free language assistance is available with advance notice.
2. Stating in outreach documents that free language services are available from the agency.
3. Working with community-based organizations and other stakeholders to inform LEP individuals of the recipient's services, including the availability of language assistance services.

Statements in languages that an LEP individual would understand will be placed in public information and public notices informing LEP individuals that those requiring language assistance and/or special accommodations will be provided the requested service free of charge, with reasonable advance notice to the City of Muskegon.

Options and Proposed Actions

Options:

Federal fund recipients have two (2) main ways to provide language services: oral interpretation either in person or via telephone interpretation service and written translation. The correct mix should be based on what is both necessary and reasonable in light of the four-factor analysis.^{iv}

The City of Muskegon is defining an interpreter as a person who translates spoken language orally, as opposed to a translator, who translates written language or who transfers the meaning of written text from one language into another. The person who translates orally is not a translator, but an interpreter.^v

Considering the relatively small size of the City, the small number of LEP individuals in the service area, and limited financial resources, it is necessary to limit language aid to the most basic and cost-effective services. However, when requested appropriate assistance will be provided.

What the City of Muskegon will do. What actions will the City of Muskegon take?

- Notify the public that interpreter services are available upon request, with seven day advance notice.
- With advance notice of seven calendar days, the City will provide interpreter services at public meetings, including language translation and signage for the hearing impaired.
- The City will utilize the *Translators Resource List* as provided by MDOT for translation services and verbal interpretation.
- The Census Bureau “I-speak” Language Identification Card will be distributed to all employees that may potentially encounter LEP individuals.
- Once the LEP individual’s language has been identified, an agency from the *Translators Resource List* will be contacted to provide interpretation services.
- Publications of the City’s complaint form will be made available online and upon request.
- In the event that a City employee encounters a LEP individual, they will follow the procedure listed below:

OFFICE ENCOUNTER

1. Provide an I-speak language identification card to determine the language spoken of the LEP individual.
2. Once the foreign language is determined, provide information to Title VI coordinator who will contact an interpreter from MDOT’s *Translators Resource List*.
3. If the need is for a document to be translated, the Title VI coordinator will have the document translated and provided to the requestor as soon as possible.

ROAD ENCOUNTER

1. Road crew employee will immediately contact the Title VI coordinator for assistance, and provide an I-speak language identification card to the LEP individual to determine the language spoken of the individual.
2. Once the foreign language is determined, provide information to Title VI coordinator who will contact an interpreter from MDOT’s *Translators Resource List* to provide telephonic interpretation.
3. If the need is for a document to be translated, the Title VI coordinator will have the document translated and provided to the requestor as soon as possible.

IN WRITING

1. Once a letter has been received it will be immediately forwarded to the Title VI Coordinator.
2. The Title VI Coordinator will contact a translator from the MDOT's *Translators Resource List* to determine the specifics of the letter request information.
3. The Title VI Coordinator will work with the selected agency to provide the requested service to the individual in a timely manner.

OVER THE PHONE

1. If someone calls into our office speaking another language every attempt will be made to keep that individual on the line until an interpreter can be conferenced into the line and if possible determine the language spoken of the caller.
2. Once the language spoken by the caller has been identified, we will proceed with providing the requested assistance to the LEP individual.

The City of Muskegon's Staff Training

The City of Muskegon's staff will be provided training on the requirements for providing meaningful access to services for LEP persons.

ENVIRONMENTAL JUSTICE (EJ)

Compliance with Title VI includes ensuring that no minority or low income population suffers "disproportionately high and adverse human health or environmental effect" due to any "programs, policies and activities" undertaken by any agency receiving federal funds. This obligation will be met by the city in the following ways:

- When planning specific programs or projects, identifying those populations that will be affected by a given program or project.
- If a disproportionate effect is anticipated, following mitigation procedures.
- If mitigation options do not sufficiently eliminate the disproportionate effect, discussing and, if necessary, implementing reasonable alternatives.

Disproportionate effects are those effects which are appreciably more severe for one group or predominantly borne by a single group. The city will use U.S. Census data to identify low income and minority populations.

Where a project impacts a small number or area of low income or minority populations, the city will document that:

- Other reasonable alternatives were evaluated and were eliminated for reasons such as the alternatives impacted a far greater number of people or did greater harm to the environment; etc.

- The project's impact is unavoidable;
- The benefits of the project far out-weigh the overall impacts; and
- Mitigation measures are being taken to reduce the harm to low income or minority populations.

If it is concluded that no minority and/or low income population groups are present in the project area, the city will document how the conclusion was reached. If it is determined that one or more of these population groups are present in the area, the city will administer potential disproportionate effects test.

The following steps will be taken to assess the impact of projects on minority and/or low income population groups:

STEP ONE: Determine if a minority or low income population is present within the project area. If the conclusion is that no minority and/or low income population is present within the project area, document how the conclusion was reached. If the conclusion is that there are minority population groups and/or low income population groups present, proceed to Step Two.

STEP TWO: Determine whether project impacts associated with the identified low income and minority populations are disproportionately high and adverse. In doing so, refer to the list of potential impacts and questions contained in Appendix E. If it is determined that there are disproportionately high and adverse impacts to minority and low income populations, proceed to Step Three.

STEP THREE: Propose measures that will avoid, minimize and/or mitigate disproportionately high and disproportionate adverse impacts and provide offsetting benefits and opportunities to enhance communities, neighborhoods and individuals affected by proposed project.

STEP FOUR: If after mitigation, enhancements and off-setting benefits to the affected populations, there remains a high and disproportionate adverse impact to minority or low income populations, then the following questions must be considered:

Question 1: Are there further mitigation measures that could be employed to avoid or reduce the adverse effect to the minority or low income population?

Question 2: Are there other additional alternatives to the proposed action that would avoid or reduce the impacts to the low income or minority populations?

Question 3: Considering the overall public interest, is there a substantial need for the project?

Question 4: Will the alternatives that would satisfy the need for the project and have less impact on protected populations (a) have other social economic or environmental impacts that are more severe than those of the proposed action (b) have increased costs of extraordinary magnitude?

STEP FIVE: Include all findings, determinations or demonstrations in the environmental document prepared for the project.

FILING A TITLE VI COMPLAINT

I. Introduction

The Title VI complaint procedures are intended to provide aggrieved persons an avenue to raise complaints of discrimination regarding the city programs, activities, and services as required by statute.

II. Purpose

The purpose of the discrimination complaint procedures is to describe the process used by the city for processing complaints of discrimination under Title VI of the Civil Rights Act of 1964 and related statutes.

III. Roles and Responsibilities

The Title VI Coordinator has overall responsibility for the discrimination complaint process and procedures. The Title VI Coordinator may, at his/her discretion assign a capable person to investigate the complaint.

The designated investigator will conduct an impartial and objective investigation, collect factual information and prepare a fact-finding report based upon information obtained from the investigation.

IV. Filing a Complaint

The complainant shall make himself/herself reasonably available to the designated investigator, to ensure completion of the investigation within the timeframes set forth.

Applicability: The complaint procedures apply to the beneficiaries of city programs, activities, and services, including but not limited to: the public, contractors, sub-contractors, consultants, and other sub-recipients of federal and state funds.

Eligibility: Any person who believes that he/she has been excluded from participation in, denied benefits or services of any program or activity administered by the city or its sub-recipients, consultants, and contractors on the basis of race, color, national origin (including Limited English Proficiency), sex, age, disability, sexual orientation or gender identity, may bring forth a complaint of discrimination under Title VI.

Time Limitation on Filing Complaints: Title VI complaints may be filed with the Title VI Coordinator's office. In all situations, the employees of the city must contact the Title VI Coordinator immediately upon receipt of Title VI related complaints.

Complaints must be filed within 180 days of the alleged discrimination. If the complainant could not reasonably be expected to know that the act was discriminatory within the 180 day period, he/she will have 60 additional days after becoming aware of the illegal discrimination to file the complaint.

Complaints must be in writing, and must be signed by the complainant and/or the complainant's representative. The complaint must set forth as fully as possible the facts and circumstances surrounding the claimed discrimination. In cases where the complainant is unable or incapable of providing a written statement, the complainant will be assisted in converting the verbal complaint into a written complaint. All complaints, however, must be signed by the complainant and/or by the complainant's representative.

Items that should not be considered a formal complaint: (unless the items contain a signed cover letter specifically alleging a violation of Title VI) include but are not limited to:

1. An anonymous complaint that is too vague to obtain required information
2. Inquiries seeking advice or information
3. Courtesy copies of court pleadings
4. Newspaper articles
5. Courtesy copies of internal grievances

V. Investigation

Investigation Plan: The investigator shall prepare a written plan, which includes, but is not limited to the following:

- Names of the complainant(s) and respondent(s)
- Basis for complaint
- Issues, events or circumstances that caused the person to believe that he/she has been discriminated against
- Information needed to address the issue
- Criteria, sources necessary to obtain the information
- Identification of key people
- Estimated investigation time line
- Remedy sought by the complainant(s)

Conducting the Investigation:

- The investigation will address only those issues relevant to the allegations in the complaint.
- Confidentiality will be maintained as much as possible.
- Interviews will be conducted to obtain facts and evidence regarding the allegations in the complaint. The investigator will ask questions to elicit information about aspects of the case.
- A chronological contact sheet is maintained in the case file throughout the investigation.
- If a Title VI complaint is received on a MDOT related contract against the City of Muskegon, MDOT will be responsible for conducting the investigation of the complaint. Upon receipt of

a Title VI complaint filed against the City of Muskegon, the complaint and any pertinent information should immediately be forwarded to the MDOT, Civil Rights Program Unit.

Investigation Reporting Process:

- Complaints made against a City of Muskegon sub-recipient should be investigated by the city following the internal complaint process.
- Within 40 days of receiving the complaint, the investigator prepares an investigative report and submits the report and supporting documentation to the office of Affirmative Action & Risk Management for review.
- The Title VI Coordinator reviews the file and investigative report. Subsequent to the review, the Title VI Coordinator makes a determination of “probable cause” or “no probable cause” and prepares the decision letter.

Retaliation:

The laws enforced by this City prohibit retaliation or intimidation against anyone because that individual has either taken action or participated in action to secure rights protected by these laws. If you experience retaliation or intimidation separate from the discrimination alleged in this complaint please contact:

Mary Villanueva, Equal Employment Opportunity Officer
County of Muskegon
990 Terrace Street
Muskegon, MI 49442
Phone: (231) 724-7139
Fax: (231) 724-4707
Email: eeo@co.muskegon.mi.us

Reporting Requirements to an External Agency

A copy of the complaint, together with a copy of the investigation report and final decision letter will be forwarded to the MDOT, Civil Rights Program Unit within 60 days of the date the complaint was received.

Records

All records and investigative working files are maintained in a confidential area. Records are kept for three years.

APPENDIX A - [TO BE INSERTED IN ALL FEDERAL-AID CONTRACTS]

During the performance of this contract, the contractor, for itself, its assignees and successors, in interest (hereinafter referred to as the “contractor”) agrees, as follows:

1. **Compliance with Regulations:** The contractor shall comply with Regulations relative to nondiscrimination in Federally-assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, sex, or national origin in the selection, retention, and treatment of subcontractors, including procurements of materials in the discrimination prohibited by Section 21.5 of the Regulation, including employment practices when the contractor covers a program set for in Appendix B of the Regulations.
3. **Solicitation for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor’s obligations under the contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor shall provide all information and reports required by the Regulations, or directives issues pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the State Highway Department or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the State Highway Department or the Federal Highway Administration, as appropriate, and shall set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event the contractor’s noncompliance with the nondiscrimination provisions of this contract, the State Highway Department shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
 - a. Withholding payments to the contractor under the contract until the contractor complies and/or

- b. Cancellation, termination or suspension of the contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor shall include provisions of paragraphs (1) through (6) in every subcontract, including procurement of material and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the State Highway Department or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance: provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the State Highway Department to enter into such litigation to protect the interests of the State, and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

APPENDIX B - TRANSFER OF PROPERTY

The following clauses shall be included in any and all deeds effecting or recording the transfer of real property, structures or improvements thereon, or interest therein from the United States.

(GRANTING CLAUSE)

NOW THEREFORE, the Department of Transportation, as authorized by law, and upon the condition that the State of Michigan, will accept title to the lands and maintain the project constructed thereon, in accordance with Title 23, United States Code, the Regulations for the Administration of the Department of Transportation and, also in accordance with and in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation (hereinafter referred to as the Regulations) pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. 2000d to 2000d-4) does hereby remise, release, quitclaim and convey unto the State of Michigan all the right, title and interest of the Department of Transportation in and to said lands described Exhibit "A" attached hereto and made a part hereof.

(HABENDUM CLAUSE)*

TO HAVE AND TO HOLD said lands and interests therein unto the State of Michigan, and its successors forever, subject, however, the covenant, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and shall be binding on the State of Michigan, its successors and assigns.

The State of Michigan, in consideration of the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person shall on the grounds of race, color, national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part, on, over, or under such lands hereby conveyed (,) (and)*(2) that the State of Michigan shall use the lands and interests in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended (,) and (3) that in the event of breach of any of the above-mentioned nondiscrimination conditions, the Department shall have a right to re-enter said lands and facilities on said land, and the above described land and facilities shall

thereon revert to and vest in and become the absolute property of the Department of Transportation and its assigns as such interest existed prior to this deed.

*Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to effectuate the purpose of Title VI of the Civil Rights Act of 1964.

APPENDIX C - PERMITS, LEASES AND LICENSES

The following clauses shall be included in all deeds, licenses, leases, permits, or similar instruments entered into by the Michigan Department of Transportation, pursuant to the provisions of Assurance 7(a).

The grantee, licensee, lessee, permittee, etc., (as appropriate) for himself, his heirs, personal representative, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases, add, “as a covenant running with the land”) that in the event facilities are constructed, maintained, or otherwise operated on the said property described in this (deed, license, lease, permit, etc.) for a purpose for which a Department of Transportation program or activity is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) shall remain and operate such facilities and services in compliance with all other requirements imposed pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

(Include in licenses, leases, permits, etc.)*

That in the event of breach of any of the above nondiscrimination covenants, the Michigan Department of Transportation shall have the right to terminate the license, lease, permit, etc., and to re-enter and repossess said land and the facilities thereon, and hold the same as if said license, lease, permit, etc., had never been made or issued.

(Include in deeds)*

That in the event of breach of any of the above nondiscrimination covenants, the Michigan Department of Transportation shall have the right to re-enter lands and facilities hereon, and the above described lands and facilities shall thereupon revert to and vest in and become the absolute property of the State of Michigan Department of Transportation and its assigns.

*Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to effectuate the purpose of the Title VI of the Civil Rights Act of 1964 and the Civil Rights Act of 1987.

APPENDIX D - TITLE VI COMPLAINT FORM

CITY OF MUSKEGON TITLE VI COMPLAINT FORM

Title VI of the Civil Rights Act of 1964 states that “No person in the United States shall on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefit of, or otherwise be subjected to discrimination in any program, service, or activity receiving federal assistance.”

This form may be used to file a complaint with the City of Muskegon based on violations of Title VI of the Civil Rights Act of 1964. You are not required to use this form; a letter that provides the same information may be submitted to file your complaint. **Complaints should be filed within 180 days of the alleged discrimination. If you could not reasonably be expected to know the act was discriminatory within 180 day period, you have 60 days after you became aware to file your complaint.**

If you need assistance completing this form, please contact Dwana Thompson by phone at (231) 724-6703 or via e-mail at Dwana.thompson@shorelinecity.com.

Name: _____ Date: _____

Street Address: _____

City: _____ State: _____ Zip: _____

Telephone: _____ (home) _____ (work)

Individual(s) discriminated against, if different than above (use additional pages, if needed).

Name: _____ Date: _____

Street Address: _____

City: _____ State: _____ Zip: _____

Telephone: _____ (home) _____ (work)

Please explain your relationship with the individual(s) indicated above: _____

Name of agency and department or program that discriminated:

Agency or department name: _____

Name of individual (if known): _____

Address: _____

City: _____ State: _____ Zip: _____

Date(s) of alleged discrimination:

Date discrimination began _____ Last or most recent date _____

ALLEGED DISCRIMINATION:

If your complaint is in regard to discrimination in the delivery of services or discrimination that involved the treatment of you by others by the agency or department indicated above, please indicate below the basis on which you believe these discriminatory actions were taken.

____ Race

____ Religion

____ Color

____ National Origin

____ Age

____ Sex

____ Disability

____ Income

Explain: Please explain as clearly as possible what happened. Provide the name(s) of witness(es) and others involved in the alleged discrimination. (Attach additional sheets, if necessary, and provide a copy of written material pertaining to your case).

Signature: _____ Date: _____

Please return completed form to: Dwana Thompson, Affirmative Action & Risk Management Director, City of Muskegon, 933 Terrace Street, Muskegon, MI 49440; Phone: (231) 724-6703; Fax: (231) 722-1214; E-mail: Dwana.thompson@shorelinecity.com.

Note: *The City of Muskegon prohibits retaliation or intimidation against anyone because that individual has either taken action or participated in action to secure rights protected by policies of the City. Please inform the person listed above if you feel you were intimidated or experience perceived retaliation in relation to filing this complaint.*

APPENDIX E - DETERMINE/DISTINGUISH SIGNIFICANT/NON-SIGNIFICANT EFFECTS

“Significant” requires considerations of both context and intensity:

- (a) *Context*. This means that the significance of an action must be analyzed in several contexts such as society as a whole (human, nation), the affected region, the affected interests, and the locality. Significance varies with the setting of the proposed action. For instance, in the case of a site-specific action, significance would usually depend upon the effects in the local area rather than in the world as a whole. Both short-and long-term effects are relevant.
- (b) *Intensity*. This refers to the severity of impact. Responsible officials must bear in mind that more than one agency may make decisions about partial aspects of a major action. The following should be considered in evaluating intensity:
 - (1) Impacts that may be both beneficial and adverse. A significant effect may exist even if, on balance, the effect would be beneficial.

“Non-significant effect” means no substantial change to an environmental component and this no material bearing on the decision-making process.

Scientific, technical, institutional, the public’s value, and the local economic conditions influence the meaning of significant effect.

If an alternative would provide a beneficial effect, then the alternative would cause no significant adverse effect. If an alternative would provide an adverse effect, the effect might be significant or the effect might be non-significant.

Determinations of “significant” and “non-significant” effects will be made by the Affirmative Action Director.

APPENDIX F - PROGRAM COMPLIANCE/PROGRAM REVIEW GOALS FOR CURRENT PLAN YEAR

1. The City of Muskegon's Title VI Plan will be communicated to each City Department Head who will review the plan with departmental employees. All City employees will be trained or made aware of the Title VI and LEP policies and complaint procedures.
2. The City of Muskegon's Title VI Plan will be published on the main page of the City's website www.muskegon-mi.gov , within 90 days of approval.
3. Appendix A will be included in all City contracts as outlined in the Title VI Plan.
4. The language in Number 2 of the City of Muskegon's Title VI Assurances will be included in all solicitations for bids for work or material subject to the Regulations and in all proposals for negotiated agreements.
5. The procedure(s) for responding to individuals with Limited English Proficiency will be implemented.
6. A review of city facilities will be conducted in reference to compliance with the American Disabilities Act.
7. The following data will be collected and reviewed by the Title VI Coordinator and included, where appropriate, in the annual report submitted to MDOT.
 - a. **Boards and Commissions:** The number of vacancies; how vacancies are advertised and filled; the number of applicants; the representation of minorities will be evaluated.
 - b. **Public Meetings:** The number of open meetings; how meeting dates and times are communicated to the general public and to individuals directly affected by the meeting.
 - c. **Construction Projects:** The number of construction projects and minority contractors bidding and the number selected; verification that Title VI language was included in bids and contracts for each project.
 - d. **LEP Needs:** The number of requests for language assistance that were requested or required; the outcome of these requests.
 - e. **Complaints:** The number of Title VI complaints received; nature of the complaints; resolution of the complaints.
 - f. **Timeliness of Services:** The number of requests for services; amount of time from request to when service was delivered; number of requests denied.
 - g. **Right of Way/Eminent Domain:** The number of such actions and diversity of individual(s) affected.
 - h. **Program Participants:** Racial data of program participants where possible.

ⁱ The executive order verbatim can be found online at <http://www.usdoj.gov/crt/cor/Pubs/eolep.htm>.

ⁱⁱ Policy Guidance Concerning Recipients' Responsibilities to Limited English Proficient (LEP) Persons. Federal Register: December 14, 2005 (Volume 70, Number 239)

ⁱⁱⁱ The DOT has also posted an abbreviated version of this guidance on their website at <http://www.dotcr.ost.dot.gov/asp/lep.asp>.

^{iv} <http://www.dotcr.ost.dot.gov/asp/lep.asp>

^v Department of Justice Final LEP Guidelines, Federal Register June 18, 2002-Vol. 67-Number 117.

Commission Meeting Date: January 14, 2014

Date: January 8, 2014

To: Honorable Mayor & City Commission

From: Community and Neighborhood Services Department

RE: Approval of Realtor Procurement Bid for CNS

SUMMARY OF REQUEST: To approve Greenridge Realty as our Realtor and listing agent for the City of Muskegon's CNS properties for 2014.

The procurement bidding process conducted in November, 2013, resulted in an unacceptable bid offer.

FINANCIAL IMPACT: Any financial impact would be realized at the sale closing; the realtor would receive 6% of the sale price; 1% discount if Greenridge is the buyer's agent.

BUDGET ACTION REQUIRED: None

STAFF RECOMMENDATION: To approve Greenridge Realty as the Realtor for the Community and Neighborhood Services office for the 2014 year.

COMMITTEE RECOMMENDATION: None required.

Commission Meeting Date: January 14, 2014

Date: January 9, 2014
To: Honorable Mayor and City Commissioners
From: Planning & Economic Development
RE: Vacation of Nims St between Brunswick St and Vulcan St.

SUMMARY OF REQUEST:

Newkirk Electric at 1875 Roberts St is requesting to vacate the portion of Nims St between Brunswick St and Vulcan St so they may combine their main facility with their other property at 1975 Vulcan St.

FINANCIAL IMPACT:

None

BUDGET ACTION REQUIRED:

None

STAFF RECOMMENDATION:

Staff recommends vacation of the street, with the condition that all utility easement rights be retained.

COMMITTEE RECOMMENDATION:

The Planning Commission recommended vacation of the street at their December meeting, with the condition that all utility easement rights be retained.

CITY OF MUSKEGON

RESOLUTION #2014-

RESOLUTION TO VACATE A PORTION OF A PUBLIC STREET

WHEREAS, a petition has been received to vacate Nims Street between Brunswick St and Vulcan St; and

WHEREAS, the Planning Commission held a public hearing on December 12, 2013 to consider the petition and subsequently recommended the vacation; and

WHEREAS, due notice had been given of said hearing as well as the January 14, 2014 City Commission meeting to consider the recommendation of the Planning Commission;

NOW, THEREFORE, BE IT RESOLVED that the City Commission deems it advisable for the public interest to vacate and discontinue Nims Street between Brunswick St and Vulcan St; and

BE IT FURTHER RESOLVED that the City Commission does hereby declare the said portion of street vacated and discontinued provided, however, that this action on the part of the City Commission shall not operate so as to conflict with any fire access or the utility rights heretofore acquired by the City or by any public service utility in the City of Muskegon, operating in, over and upon said portion of street hereby vacated, and it is hereby expressly declared that any such rights shall remain in full force and effect;

BE IT FURTHER RESOLVED that after any maintenance and repair by the City, the city shall restore the disturbed area to the grade and paving in existence at the time of vacation. The City shall not be responsible to replace special planting, landscaping, fences or any structure. No structure shall be placed in the vacated street which, in the sole judgment of the City, will interfere with the repair or maintenance of utilities in the easement, public or private.

Adopted this 14th day of January, 2014.

Ayes:

Nays:

Absent:

By: _____
Stephen J. Gawron, Mayor

Attest: _____
Ann Cummings, MMC, City Clerk

CERTIFICATE (Vacation of Nims Street between Brunswick St and Vulcan St)

I hereby certify that the foregoing constitutes a true and complete copy of a resolution adopted by the City Commission of the City of Muskegon, County of Muskegon, Michigan, at a regular meeting held on January 14, 2014..

Ann Cummings, MMC
Clerk, City of Muskegon

**CITY OF MUSKEGON
PLANNING COMMISSION
STAFF REPORT (EXCERPT)**

Hearing, Case 2013-14: Request to vacate the portion of Nims St between Brunswick St and Vulcan St, by Newkirk Electric Associates, Inc.

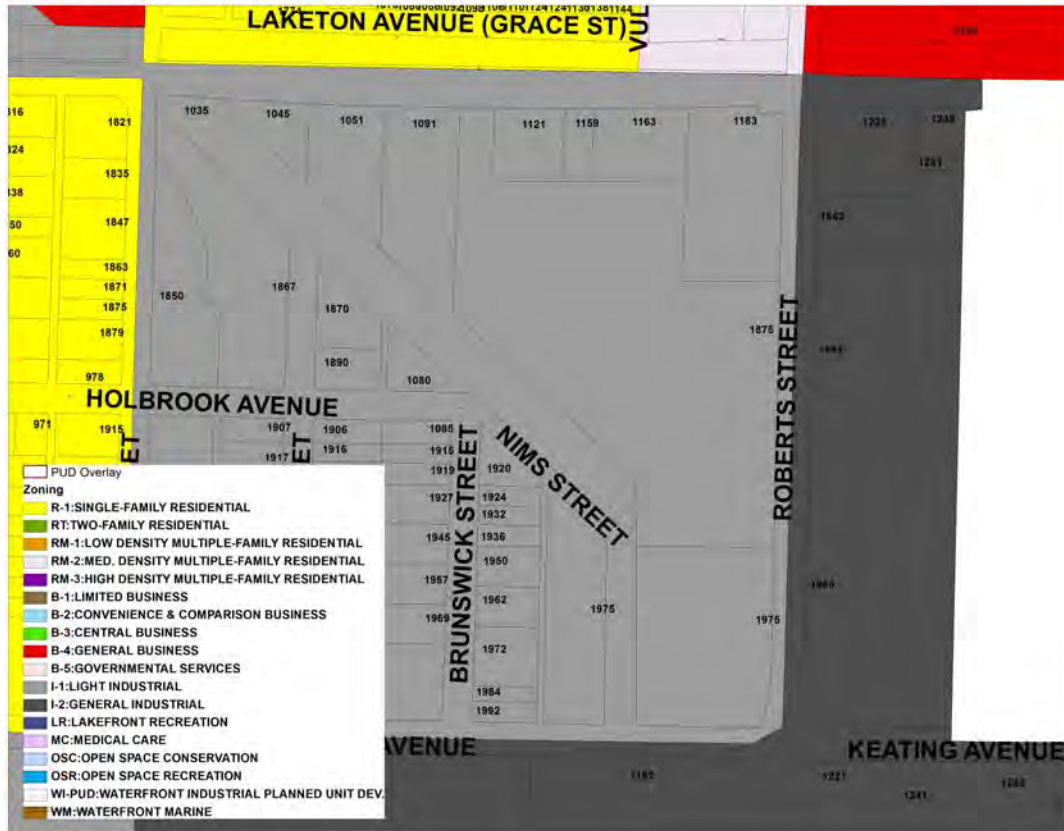
STAFF OBSERVATIONS

1. Nims St has already been vacated from Madison St to Brunswick St and from Vulcan St to Keating Ave. This request would vacate the remainder of the street between these two areas.
2. The street is an unimproved dirt road with no utilities in the vicinity.
3. Newkirk Electric owns the parcels at 1875 Roberts St, 1035 E Laketon and 1975 Vulcan St. They would like to combine all of these properties and fence them in for storage expansion. In order to do that, the street must be vacated and replatted. Once the City vacates the street, they will give up all interest in it and it becomes common property to everyone in the block, until it is replatted and individual owners will be given portions of the land.
4. Notice was sent to property owners within 300 feet of this property and at the time of this writing, staff had not received any comments from the public.

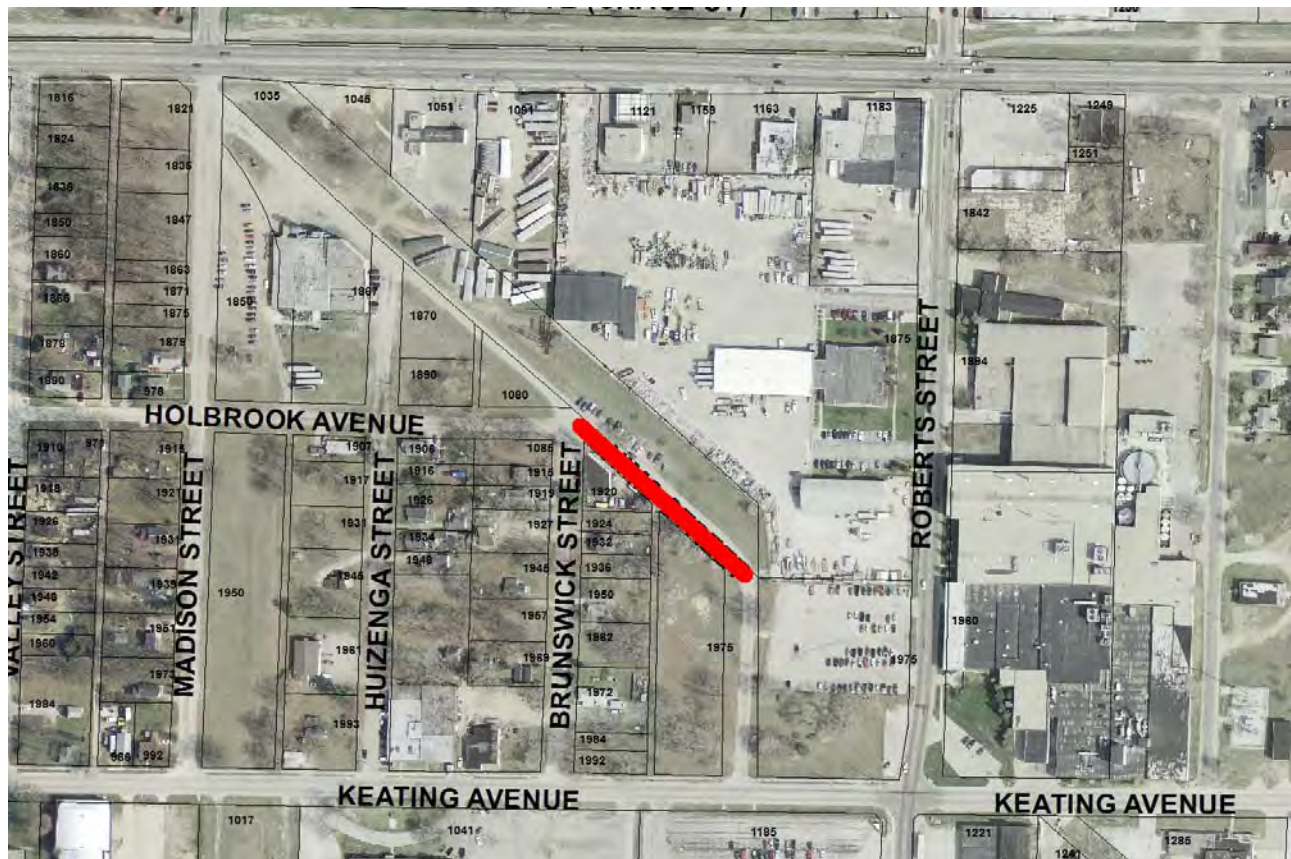
Nims St looking south-east. Newkirk Electric to the left.



Zoning Map



Aerial Map (red line indicates street to be vacated)



Commission Meeting Date: January 14, 2014

Date: January 9, 2014
To: Honorable Mayor and City Commissioners
From: Planning & Economic Development
RE: Vacation of Vulcan St south of Nims St and north of Keating Ave

SUMMARY OF REQUEST:

Newkirk Electric at 1875 Roberts St is requesting to vacate the portion of Vulcan St south of Nims St and north of Keating Ave.

FINANCIAL IMPACT:

None

BUDGET ACTION REQUIRED:

None

STAFF RECOMMENDATION:

Staff recommends vacation of the street, with the condition that all utility easement rights be retained.

COMMITTEE RECOMMENDATION:

The Planning Commission recommended vacation of the street at their December meeting, with the condition that all utility easement rights be retained.

CITY OF MUSKEGON

RESOLUTION #2014-

RESOLUTION TO VACATE A PORTION OF A PUBLIC STREET

WHEREAS, a petition has been received to vacate Vulcan St south of Nims St and north of Keating Ave; and

WHEREAS, the Planning Commission held a public hearing on December 12, 2013 to consider the petition and subsequently recommended the vacation; and

WHEREAS, due notice had been given of said hearing as well as the January 14, 2014 City Commission meeting to consider the recommendation of the Planning Commission;

NOW, THEREFORE, BE IT RESOLVED that the City Commission deems it advisable for the public interest to vacate and discontinue Vulcan St south of Nims St and north of Keating Ave; and

BE IT FURTHER RESOLVED that the City Commission does hereby declare the said portion of street vacated and discontinued provided, however, that this action on the part of the City Commission shall not operate so as to conflict with any fire access or the utility rights heretofore acquired by the City or by any public service utility in the City of Muskegon, operating in, over and upon said portion of street hereby vacated, and it is hereby expressly declared that any such rights shall remain in full force and effect;

BE IT FURTHER RESOLVED that after any maintenance and repair by the City, the city shall restore the disturbed area to the grade and paving in existence at the time of vacation. The City shall not be responsible to replace special planting, landscaping, fences or any structure. No structure shall be placed in the vacated street which, in the sole judgment of the City, will interfere with the repair or maintenance of utilities in the easement, public or private.

Adopted this 14th day of January, 2014.

Ayes:

Nays:

Absent:

By: _____
Stephen J. Gawron, Mayor

Attest: _____
Ann Cummings, MMC, City Clerk

CERTIFICATE (Vacation of Vulcan St south of Nims St and north of Keating Ave)

I hereby certify that the foregoing constitutes a true and complete copy of a resolution adopted by the City Commission of the City of Muskegon, County of Muskegon, Michigan, at a regular meeting held on January 14, 2014.

Ann Cummings, MMC
Clerk, City of Muskegon

**CITY OF MUSKEGON
PLANNING COMMISSION
STAFF REPORT (EXCERPT)**

Hearing, Case 2013-15: Request to vacate the portion of Vulcan St south of Nims St and north of Keating Ave, by Newkirk Electric Associates, Inc.

STAFF OBSERVATIONS

1. Vulcan St has already been vacated between Laketon Ave and Nims St. \
2. This request is to continue the vacation down to Keating Ave.
3. The street is an unimproved dirt road with no utilities in the vicinity.
4. Newkirk Electric owns the parcels at 1875 Roberts St, 1035 E Laketon and 1975 Vulcan St. They would like to combine all of these properties and fence them in for storage expansion. In order to do that, the street must be vacated and replatted. Once the City vacates the street, they will give up all interest in it and it becomes common property to everyone in the block, until it is replatted and individual owners will be given portions of the land.
5. Notice was sent to property owners within 300 feet of this property and at the time of this writing, staff had not received any comments from the public.

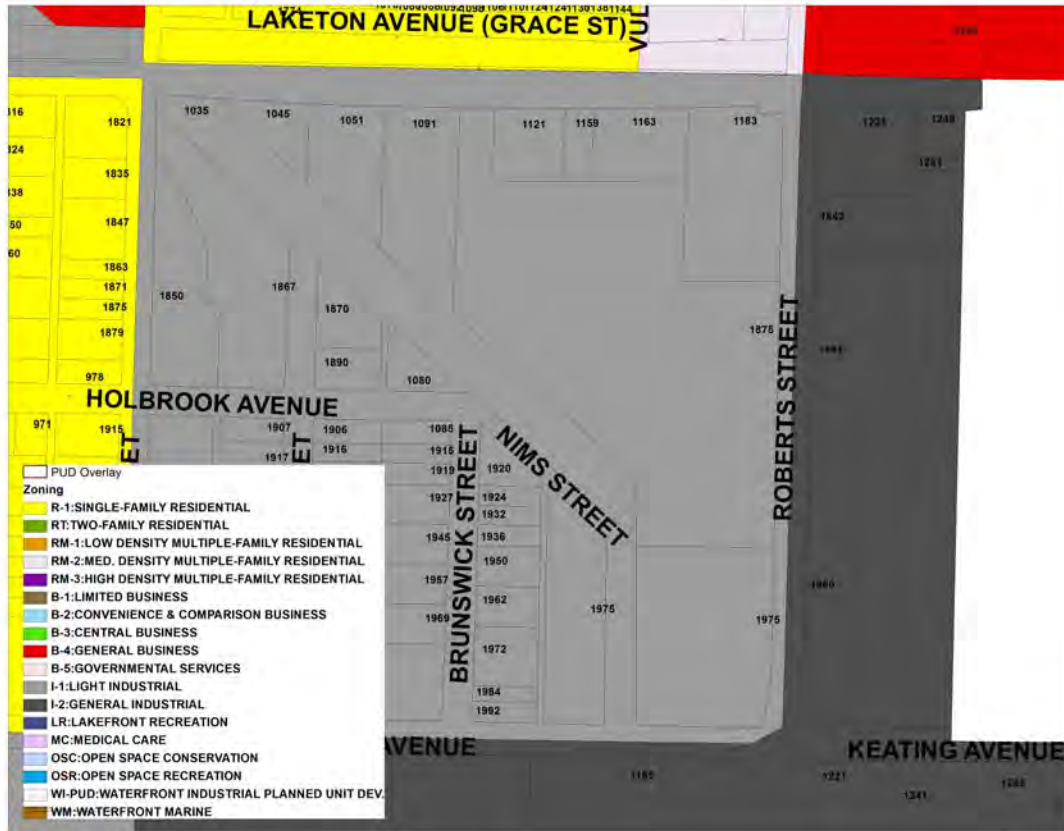
Vulcan St looking south.



1975 Vulcan St owned by Newkirk Electric



Zoning Map



Aerial Map (red line indicates street to be vacated)



CITY COMMISSION MEETING – JANUARY 14, 2014

TO: Honorable Mayor & City Commissioners

FROM: Jeffrey Lewis, Director of Public Safety

DATE: December 30, 2013

SUBJECT: Towing Contract

SUMMARY OF REQUEST:

Proposals have been accepted for the towing contract with the city. This contract will go into effect on **January 2014**. Proposals were submitted by the following companies:

1. **Ramos Towing, 2444 S. Getty, Muskegon 49444**
2. **ASAP Towing, 2486 S. Getty, Muskegon 49444**
3. **Central Towing, 710 Alberta Ave, Muskegon 49441**
4. **Reliable Towing, 1288 Ninth St. Muskegon 49440**

Criteria for selection

Attached to the staff recommendation is a comparison table which provides an overview of the 2014 Bid Sheet that was submitted by the respective towing companies. The table is color coded in a *blue* highlight that outlines certain proposed costs & charges. Contained within the *blue* portion of the spreadsheet are the charges which directly impact the municipality. The five (5) categories include:

- (1) the towing of a city vehicle
- (2) towing of a city truck(s)
- (3) repair of a flat tire on a city vehicle(s)
- (4) towing of vehicle(s) held by Muskegon Police Department for investigation
- (5) storage of vehicle(s) under investigation.

The first and most important criteria relating to the selection of a towing service were those bid(s) that would positively impact the municipality financially. There was only one company out of the four who submitted proposed bids reflecting “no” costs to the municipality for these listed tow services. The other three reflected charges to the City of Muskegon for the above categories:

- Ramos Towing – “NO” charges to the municipality
- ASAP Towing – reflected charges to the municipality
- Central Towing – reflected charges to the municipality
- Reliable Towing – reflected charges to the municipality

The second criteria was a review of the bid sheets that were submitted by these four towing services that address:

- (1) the towing of a vehicle
- (2) vehicle storage per day
- (3) moped storage charges.

These costs are outlined in the header of the spreadsheet and have no real impact on the municipality costs. These charges are paid by the owner of the impounded vehicle.

The third and final criteria that considered were the “*quality of the service*”. This includes but not limited to the service to the owner of an impounded vehicle and over-all service to City of Muskegon staff that was experienced during the last contract. Our Police Department uniquely interacts with the selected towing service on many different levels, which demand a certain quality of service and spirit of cooperation. This includes our Patrol Division who impounds numerous vehicles for variety of reasons, and involvement in the junk/abandoned vehicle programs that assists with the blight in our neighborhoods. Our Detective Bureau & Specialized Drug Team frequently interacts on “high profile cases” that require commitment and communication from our contracted tow service. The Parking Division staff also impounds vehicles, and is responsible for processing paperwork which is mandated by the state for abandoned vehicles. It’s a labor intensive process and requires a significant level of trust and a working relationship with the selected contracted tow service.

During the review process, along with the noted high quality of service and integrity displayed over the last contract service time, staff cited Ramos as a “quality service” giving high marks for the listed reasons. Ramos Towing staff continues to be professional, helpful when problems have surfaced during the last contract period. In addition to the above, Ramos has accommodated our special needs as it relates to vehicles that need “evidence processing” by offering a clean/heated/locked facility fully cooperating when problems arise during complex investigations.

**See all supporting document/attachments to support recommendation.*

FINAN1CAL IMPACT:

None

BUDGET ACTION REQUIRED:

None

STAFF RECOMMENDATION:

The Director of Public Safety recommends the Commission consider selecting Ramos Towing Services for a three (3) year towing contract to provide needed towing services listed in the contract.

TOWING AGREEMENT

This Towing Agreement is made on **JANUARY XX, 2014**: between the **City of Muskegon**, Michigan municipal corporation, with offices at 933 Terrace Street, Muskegon, Michigan 49440 ("City"), and **Ramos Towing** with offices at 2444 Getty, Muskegon Heights, Michigan 49444, ("Contractor").

Recitals

A. Contractor operates a vehicle towing service, impound service and facility licensed by the State of Michigan; and,

B. City desires to retain Contractor to operate a vehicle towing service, impoundment service and facility pursuant to the terms and conditions of this Agreement.

Therefore, the parties mutually agree as follows:

1. **Retention of Contractor.** City retains Contractor as an independent contractor to operate a towing and wrecker service and impoundment facility for the storage of certain motor vehicles for the City pursuant to the terms and conditions of this Agreement. City agrees to exclusively utilize Contractor's towing and wrecker service and impoundment facility, providing the owner/operator of said motor vehicle does not expressly select some other alternative and reasonable provider of said services. Notwithstanding the foregoing, City may call another towing company if Contractor does not respond in a timely manner or does not provide adequate equipment necessary to provide the services as provided by this Agreement. The City reserves the right to hire specialized equipment outside the scope of this Agreement when needed, i.e., mobile cranes, or other heavy equipment which might be needed for special situations. The parties specifically agree that all fees, charges and expenses incurred by Contractor in performance of this Agreement are **not** City's obligation, and all collection attempts will be directed to the owner/operator of the subject motor vehicle.

2. **Term.** The term of this Agreement will commence on **January xx, 2014** and will continue until **January xx, 2017**, unless earlier terminated by City pursuant to Section 10. City will have the unilateral option to extend this Agreement for two additional one-year terms under the same terms and conditions of this Agreement if, in City's sole discretion, the extension is in the City's best interest. This

extension will be exercised by the City providing written notice to Contractor at least 60 days prior to the termination date.

3. **Duties of Contractor.** Contractor will operate a vehicle towing service, impound service and facility seven days a week, 24 hours a day, in such a manner that Contractor can be reached by telephone at all times by Muskegon Central Dispatch, the Muskegon Police Department, and the Muskegon Department of Public Works. Contractor will tow and/or store all motor vehicles, including tractors and trailers, directed to be towed and/or stored by the City's agents and employees.

a. **Equipment.** At all times during the term of this Agreement, Contractor will own and keep in good operating condition the following equipment:

- i. FCC licensed radio dispatched wreckers;
- ii. Set of dollies;
- 111. Equipment for changing tires, air tanks for inflating tires, tools for lock-outs;
- iv. Booster battery or cables for starting cars or trucks;
- v. Fire extinguishers, flares;
- vi. Extra chains, pry bar, broom and shovel, bucket, oil dry;
- vii. Two standard wreckers fully equipped as specified herein and one large heavy-duty wrecker capable of handling trucks, trailers, semi-trailers, and other large vehicles, up to a gross weight of 50 tons;
- viii. Power winch on each unit set forth in (vii) above; and,
- ix. Gross vehicle weight per wrecker unit rating of not less than 8,000 pounds, and the manufacturer's specifications for rated capacity of at least one ton.

All equipment must be maintained in good working order to safely perform the service required by this Agreement, and conform to the standards, requirements and regulations mandated by federal, state, county and City agencies.

All towing vehicles will be equipped with communication devices

capable of covering all of the territory within the City limits and its immediate bordering jurisdictions and will be subject to periodic inspections by the City regarding their mechanical condition.

Contractor will keep the City informed of the number of tow trucks it has available for use in the performance of this Agreement, including the year, make, model, and capacity. This information must be supplied to the Director of Public Safety.

Contractor will display the company name and phone number prominently on each of its vehicles used in accordance with this Agreement.

b. **Facility.** At all times during the term of this Agreement, Contractor's towing and impound service facility must:

- i. be located within Muskegon County;
- ii. contain a heated, secure building;
- iii. have a fenced area able to accommodate up to 75 vehicles;
- iv. comply with the laws of Michigan and the City of Muskegon;
- v. have prominently posted a list of towing and storage charges, hours of operation as approved by the City, as well as the Contractor's business telephone number; and,
- vi. be maintained in a clean and presentable condition.

c. **Fees.** At all times during the term of this Agreement, Contractor will abide by the table of fees attached to Contractor's bid documents, which is incorporated herein and made a part hereof as **Appendix A**. Any customer service, including accidents, impounds or private tows, received through a request of the City, will be invoiced according to this fee schedule. Notwithstanding the foregoing, if a vehicle is impounded for evidence, Contractor agrees that all storage fees will cease.

During the term of this Agreement, Contractor may not increase its fees except upon prior approval granted by the Muskegon City Commission, following review and recommendation by the Muskegon Police Department and/or Department of Public Works.

Contractor will charge only for equipment actually needed and requested by City at the scene.

City reserves the right to cancel a request for services of the

Contractor at any time, including up to the time of hook7up, without either the City or owner or operator incurring any charges. If the owner of the vehicle arrives on scene before the vehicle is towed, and the vehicle can be safely moved by the owner in the opinion of the police officer in charge at the scene, no charges will be incurred and the vehicle will be released to the owner.

Contractor will not charge storage fees for any day Contractor is closed to the general public. Contractor will not charge storage fees for the first 24 hours of storage.

d. **Personnel Qualifications.** Contractor will maintain adequate staffing in order to insure proper and timely response to any and all police requirements for impounding vehicles. Contractor will provide the City with a list of the names and addresses of all current operators/drivers and will notify the City of all changes in operators/drivers. Every operator/driver will:

i. be competent by reason of demonstrated experience or training, in the sole judgment of the City, to safely operate the type of tow truck used by the impound service;

ii. possess the ability to rig, move, pick up and transport vehicles without increasing the original damage, insofar as possible;

iii. be free from the influence of alcoholic beverages, narcotics, or dangerous drugs while on duty;

iv. be familiar with the ordinances, rules and regulations pertaining to tow trucks; and,

v. be licensed as provided by applicable federal, state and local laws and ordinances.

e. **Expenses.** Contractor will be solely responsible for all expenses incurred by Contractor, its agents and employees, in connection with the performance of this Agreement.

f. **Auctions.** Contractor will be responsible for the holding of public auctions for abandoned vehicles, furnishing all documentation attendant to any sale at said auction, paying for the auctioneer, and paying for the public notice advertised in the local daily newspaper. Contractor agrees to hold said auctions under the supervision of the Muskegon Police Department. Auctions will be conducted based on the number of vehicles held, but not less than once per calendar quarter. If no bids are received at the auction, Contractor will become the owner of the vehicle or group of vehicles and will be responsible for disposal. Public auctions will comply with State law.

Contractor shall be responsible for \$50 city fee for each impounded vehicle sold at auction.

g. **Storage of Vehicles.** All vehicles impounded will be stored in a storage lot or building which is fenced with all gates securely locked and a responsible person in charge of the business 24 hours a day that may be called to respond to the lot by someone from the City. Vehicles stored in the building or storage yard will be parked so as to allow one foot of space between vehicles. Storage charges will not be assessed for the first 24 hours of storage.

h. **Release of Vehicles.** The owner of an impounded vehicle or authorized representative of the owner will be required to have a signed approval by the City's Police Department prior to the vehicle being released. Whenever impounded vehicles are claimed by the owner, Contractor will provide the owner with an itemized statement of all charges relating to impounding the vehicle, including a written justification for fees over and above the standard towing fee. Contractor will make every reasonable effort to verify that the individual claiming a stored vehicle is the actual owner or authorized representative of the owner before the vehicle is released.

i. **Hours of Operation.** Contractor will be available and capable of providing towing services 24 hours a day on each and every day (365 days a year) during the term of this Agreement. Contractor will be open to the general public from 8:00 am through 5:00 pm, Monday through Friday, on each and every week during the term of this Agreement to release motor vehicles to their rightful owners. No storage fees may be charged by Contractor for any day that the business is closed to the general public.

j. **Services.** Contractor will have a tow truck at the scene in a timely manner to tow vehicles as requested by the City. Furthermore, Contractor will clean up accident debris from the street upon response to accident scenes. If clean-up is requested and towing is not required there will be no clean-up charge to the City. Clean-up will be deemed completed when inspected and approved by the City official in charge at the scene. If Contractor does not arrive at the requested location within 25 minutes, the police officer or City employee may have the vehicle towed to Contractor's yard at Contractor's expense, and Contractor will accept the vehicle for storage.

At the towing scene, or upon reasonable dispatch thereafter, Contractor must provide the owner or operator of the motor vehicle with a written list itemizing towing fees, storage rates and other expenses. Additionally, Contractor must advise in writing the owner/operator of the right to remove any and all unattached personal property from the motor vehicle at the impoundment yard.

k. **Driving of Vehicles.** Neither Contractor nor any of its employees and/or agents will at any time drive or remove from the premises any motor vehicles placed with Contractor for storage purposes, except with the written

permission of the owner of the motor vehicle or by operation of law.

I. **Recommendation of Repair or Collision Shop.** Under no circumstances will Contractor recommend a repair or collision shop to the vehicle owner/operator.

4. **Recordkeeping and Documentation.** Contractor will maintain all required records and complete all necessary forms for the state of Michigan, Muskegon Police Department, and the Muskegon Department of Public Works. Contractor will maintain all records relating to the disposition of impounded vehicles for a period not less than four years, and the City will have the right to inspect, copy and audit these records during any business hours.

a. **Invoices.** A written or computerized record or invoice will be kept by Contractor and include the following information for each vehicle:

- i. Vehicle identification number;
- ii. Gross vehicle weight rating;
- m. Year, make, and model of vehicle;
- iv. Name of owner of vehicle;
- v. Details of all services rendered regarding vehicle;
- vi. Location from which the vehicle was towed or impounded;
- vii. Mileage of the vehicle; and,
- viii. Any other information the City may require.

These records will be maintained and kept throughout the term of this Agreement (plus one year following the termination of this Agreement) and will be made available to the City for inspection upon request.

b. **Monthly Audit.** A monthly audit will be conducted by Contractor of all vehicles impounded, including the reason the vehicle was impounded. The audit will be submitted to the City's Police Department by the fifteenth day of the following month. Any invoice for special equipment or added services which exceed the standard towing fees will be specifically itemized and contain written justification for such additional fees.

5. **Independent Contractor.** Contractor is an independent contractor and not an employee of the City. Neither the Contractor, nor the Contractor's employees or subcontractors, will be entitled to any or additional insurance,

health, retirement or similar benefits which are or may become available to City employees, as a result of this Agreement. In addition, current or future City employees or agents will not be construed or considered to be employees or agents of Contractor.

6. **Taxes.** Contractor will be solely responsible for the payment and withholding of any and all taxes, levies and assessments under any federal, state or local law and will provide for the payment of taxes on or for income, unemployment, old age, social security, workman's compensation, or any other taxes with respect to the Contractor, the Contractor's employees or subcontractors in connection with the work performed pursuant to this Agreement.

7. **Insurance.**

a. **Liability Insurance.** During the term of this Agreement, Contractor must maintain comprehensive general liability insurance and vehicle liability insurance, including coverage of all operations as a towing service and name the City as co-insured in at least the following amounts:

- i. Comprehensive general liability insurance in an amount not less than \$1,000,000 for each occurrence;
- ii. Vehicle liability insurance in an amount no less than \$1,000,000 for each occurrence;
- iii. An umbrella policy for liability insurance covering any and all of such risks in an amount not less than \$1,000,000; and,
- iii. A garage keeper's insurance policy in the amount of not less than \$250,000.

Contractor will provide City with copies of these insurance policies.

b. **Worker's Compensation Insurance.** During the term of this Agreement Contractor must maintain in full force and effect, workers compensation insurance with limits established under state law, and provide City with a copy of the appropriate certificate evidencing same.

8. **Warranty.** Contractor warrants and represents that it is familiar with the towing and impoundment requirements of the City and is capable of rendering all services as required in this Agreement. Contractor acknowledges that it has made a thorough independent investigation as to its undertakings under this Agreement and as to the actual conditions and requirements of the work and the amount of work to be done.

Contractor acknowledges that the City has not made and does not make any warranties or representations with respect to the City's obligations set forth in this Agreement except as provided in this Agreement.

9. **City Inspections.** Contractor will allow members of the City of Muskegon Police Department or other authorized City representatives to inspect the Contractor's lot or building, stored vehicles, office or other buildings and records relative to this Agreement whenever it is deemed necessary by the City. City reserves the right to conduct an audit at least twice a year of all bills and records relative to this Agreement. Contractor agrees to provide access to the records for inspection by the City and its auditors.

10. **Cancellation of Agreement.** This Agreement may be canceled by City upon two days written notice, delivered by hand or sent by ordinary mail addressed to the Contractor at Contractor's address provided in this Agreement. This Agreement may be cancelled, if, in the sole judgment of the City's Director of Public Safety, the Contractor has not performed according to the terms of this Contract.

This Agreement may be canceled by the Contractor upon 60 days written notice to City's Director of Public Safety.

11. **Indemnification.** Except as otherwise provided in this Section, City and its elected officials, appointed officials, employees and agents (collectively hereinafter referred to as the "Indemnified Persons"), will not be liable to Contractor for any reasons. Contractor will indemnify and hold City and the Indemnified Persons harmless from any loss, expenses, or liability of any nature (including attorneys' fees) due to any and all suits, demands, actions, legal or administrative proceedings or claims arising or resulting from or in connection with:

a. Any act or failure to act including negligence or misrepresentation by the City or any Indemnified Person, whether attributable to the City or Contractor in connection with or resulting from this Agreement, the operations of Contractor, or any other activity; provided however, that Contractor will not be obligated to indemnify the City or any Indemnified Person under this Section including costs and counsel fees if a court of competent jurisdiction finds that the liability in question was caused by the intentional misconduct or gross negligence of the City and any Indemnified Person unless the court determines that, despite the adjudication of liability but in view of all circumstances of the case, the City or any Indemnified Person is fairly and reasonably entitled to indemnification which the court considers proper; and/or

b. The negligent performance by Contractor or its agents, employees, or officers of any work purportedly authorized to be

performed under this Agreement; and/or

c. Any loss or damage connected to or resulting from any work performed or authorized to be performed under this Agreement; and/or

d. Any injury or damage to any person or property arising out of this Agreement or the Contractor's performance of this Agreement.

If any action or proceeding is brought against the City or any Indemnified Person, connected to or resulting from any work performed or authorized to be performed under this Agreement, that action or proceeding will be defended by counsel to the City or the Contractor as City will determine. If the defense is by counsel to the City, the City will pay the costs of that defense including its counsel fees. If the City determines that the Contractor will defend the City or an Indemnified Person, the Contractor will immediately assume the defense at its sole costs.

The Contractor and the City agree to act cooperatively in the defense of any action brought against the City and the Contractor to the greatest extent possible. The City agrees that it will not settle any action or proceeding against it without prior written consent of the Contractor, unless the City has provided written notice to the Contractor of its decision to waive any right to indemnification for the proposed settlement (including any costs, expenses or counsel fee associated therewith).

Contractor will also indemnify City for all costs and expenses, including reasonable counsel fees, incurred in enforcing any obligation of the Contractor under this Agreement.

12. **Non-Discrimination.** Contractor covenants not to discriminate on the basis of race, color, religion, or national origin against any employee or applicant for employment to be employed in the performance of this Agreement with respect to his/her hire, compensation, tenure, terms, conditions or privileges of employment, and Contractor further covenants not to so discriminate against any other person using or attempting to use the facility and services described in this Agreement. Further, Contractor covenants to require similar covenants on the part of any sub-contractor(s) or agent(s) employed in the performance of this Agreement. Contractor will furnish his services on a fair, equal, and non-discriminatory basis to all users.

13. **Prevention and Satisfaction of Liens.** Contractor agrees not to file, assert, prosecute, and will not allow construction, mechanic's or material men's liens to be filed or continued against any City property for services performed, or for materials, machine~~ly~~ or equipment furnished in connection

with the work to be performed by Contractor or by Contractor's sub-contractors. If any such lien is nevertheless filed, Contractor agrees, at Contractor's expense, to take any and all steps necessary and proper for the release, satisfaction and discharge of said lien.

14. **Permits and Licensing.** Contractor agrees to comply with all federal, state and local laws, ordinances, rules regulations and requirements that are now, or may in the future become, applicable to Contractor's business or equipment for the work to be performed pursuant to this Agreement. Contractor will provide employees who possess a Commercial Driver's License with the appropriate designation with providing service under this Agreement. It is Contractor's responsibility to provide services in compliance with the Americans' Disabilities Act. Contract will also meet the requirements of the Michigan Commercial Driver's License Standards, Federal Drug Free Workplace Act, the Elliott-Larson Act, the Michigan Civil Rights Act, and any other applicable employee related legislation.

15. **State of Michigan Abandoned Vehicle Fee.** Contractor agrees not to charge a customer the State of Michigan abandoned vehicle fee until the customer's vehicle is entered into the LEIN system as an abandoned vehicle. If Contractor fails to comply with this Section, then Contractor agrees to fully reimburse the customer, and pay City two times the amount of the abandoned vehicle fee (currently \$40-so, Contractor would pay City \$80 per occurrence). Contractor shall abide by state law and pay the required abandon vehicle fees to the Michigan Secretary of State.

16. **Default.** It is expressly agreed between the parties that if the impoundment or storage facilities described in this Agreement are vacated, abandoned or not maintained or operated in accordance with this Agreement, or if Contractor attempts to sell, convey or assign this Agreement, or if Contractor fails to provide notices in a timely and proper manner in accordance with Public Act 1981, No. 104 as amended, or if Contractor defaults in any of the terms of this Agreement, or if Contractor fails to comply with any statutes, ordinances, rules, orders, regulations, or requirements of the federal, state and/or City government or of any and all of their departments and bureaus applicable to the premises and operations described in this Agreement, or if the Contractor files a petition in bankruptcy or be adjudicated as bankrupt, or make an assignment for the benefit of creditors, or take advantage of any insolvency act, City may elect to terminate this Agreement immediately and, if City elects to terminate this

Agreement because of the violation of this paragraph, upon such termination Contractor will compensate City for the loss suffered by reason of the termination and the default hereunder.

17. **Right to Control.** Contractor agrees to perform and supervise all work under this Agreement efficiently and in accordance with the highest

standards of the industry. Contractor will be solely responsible for the means, methods, techniques, sequences and procedures for completing the work.

18. **Miscellaneous.**

a. **Sale or Assignment.** This Agreement may not be assigned or sub- contracted without the City's prior written consent. Contractor's owner(s) agree not to sell or assign their interest, including their stock, membership interest, or assets in Contractor without City's prior written consent.

b. **Validity.** The invalidity of any portion of this Agreement will not affect the remainder of the Agreement, unless the City so elects. Unless the City elects otherwise, if any terms of this Agreement shall be held invalid, illegal, or unenforceable in whole or in part, the validity of the other terms of this Agreement shall not be affected and shall remain in full force and effect.

c. **Governing Law.** This Agreement will be governed by the laws of the State of Michigan.

d. **Entire Agreement.** This Agreement represents the entire and integrated Agreement between the City and Contractor and supersedes all prior negotiations, representations or agreements, either written or oral.

e. **Amendments.** All amendments to this Agreement must be made in writing and signed by City and by Contractor.

The parties have signed this Agreement the date first above set forth.

City of Muskegon, a Michigan Municipal Corporation

By _____
Its Mayor

Contractor – Ramos Towing

By _____
Its Owner

2014 Towing Contract Comparison Table

Company	Year	Tow to Lot	Investigation Tow	Storage per Day	Investigation Storage	Moped Storage	City Veh Tow	City Veh 15-50	Flat Tire
Reliable Towing	1/14 - 1/15	\$55.00	\$55.00	\$15.00	\$15.00 no chg after 5 days	\$0.00	\$0.00	\$65.00	\$0.00
	1/15 - 1/16	\$65.00	\$65.00	\$20.00	\$20.00 no chg after 5 days	\$0.00	\$0.00	\$65.00	\$0.00
	1/16 - 1/17	\$75.00	\$75.00	\$25.00	\$25.00 no chg after 5 days	\$0.00	\$0.00	\$65.00	\$0.00
Ramos Towing	1/14 - 1/15	\$60.00	\$0 for victims	\$20.00	\$0 until release by PA	\$20.00	\$0.00	\$0.00	\$0.00
	1/15 - 1/16	\$65.00	\$0 for victims	\$20.00	\$0 until release by PA	\$20.00	\$0.00	\$0.00	\$0.00
	1/16 - 1/17	\$70.00	\$0 for victims	\$25.00	\$0 until release by PA	\$20.00	\$0.00	\$0.00	\$0.00
Central Towing	1/14 - 1/15	\$50.00	\$50.00	\$10.00	\$10.00 per day up to 30 days	\$1.00	\$0.00	\$0.00	\$0.00
	1/15 - 1/16	\$50.00	\$50.00	\$10.00	\$10.00 per day up to 30 days	\$1.00	\$0.00	\$0.00	\$0.00
	1/16 - 1/17	\$50.00	\$50.00	\$10.00	\$10.00 per day up to 30 days	\$1.00	\$0.00	\$0.00	\$0.00
ASAP Towing	1/14 - 1/15	\$40.00	\$40.00	\$10.00	\$10.00	\$5.00	\$5.00	\$100.00	\$0.00
	1/15 - 1/16	\$40.00	\$40.00	\$10.00	\$10.00	\$5.00	\$5.00	\$100.00	\$0.00
	1/16 - 1/17	\$40.00	\$40.00	\$10.00	\$10.00	\$5.00	\$5.00	\$100.00	\$0.00

**CITY OF MUSKEGON POLICE DEPARTMENT
2014 BID SHEET**

**TOWING SERVICE AND STORAGE OF AN IMPOUNDED VEHICLE WITHIN THE
CORPORATE LIMITS OF THE CITY OF MUSKEGON**

BID PROPOSAL

Service Description	1st Year	2nd Year	3rd Year
DATES			

TOWING

Towing To Impound Facility	#60	#65	#70
Towing of Investigation Vehicles	#Ø for victims	#Ø for victims	#Ø for victims
Towing of City vehicles to Muskegon Locales (i.e. DPW, MPD, dealerships)	#Ø	#Ø	#Ø
Same as above for City vehicles 15 to 50 tons	#Ø	#Ø	#Ø

STORAGE

Storage per day at facility	#20	#20	#25
Storage per day for Investigation	#Ø until released by police/prosecutor	#Ø until released by police/prosecutor	#Ø until released by police/prosecutor
Moped storage per day	#20	#20	#25

City vehicle flat tire change/exchange (DPW heavy equipment exempt)	#Ø	#Ø	#Ø
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BIDDER INFORMATION

Bidder: Mary Beth Ramos

Representing: Ramos Towing LLC

Address 2444 S Getty St **City/Zip** Muskegon 49444

Phone 231-733-1597 **Website/Email:** marybeth@ramosautobody.com

Dated: 10/08/13

For Office Use Only:
Notes:

All bids are to be submitted to:

City Of Muskegon Clerk's Office
933 Terrace
Muskegon, MI 49440

CITY OF MUSKEGON POLICE DEPARTMENT

2013 BID SHEET

TOWING SERVICE AND STORAGE OF AN IMPOUNDED VEHICLE WITHIN THE
CORPORATE LIMITS OF THE CITY OF MUSKEGON**BID PROPOSAL**

Service Description	1st Year	2nd Year	3rd Year
DATES			
TOWING			
Towing To Impound Facility	40 ⁰⁰	40 ⁰⁰	40 ⁰⁰
Towing of Investigation Vehicles	40 ⁰⁰	40 ⁰⁰	40 ⁰⁰
Towing of City vehicles to Muskegon Locales (i.e. DPW, MPD, dealerships)	5 ⁰⁰	5 ⁰⁰	5 ⁰⁰
Same as above for City vehicles 15 to 50 tons	100 ⁰⁰	100 ⁰⁰	100 ⁰⁰
STORAGE			
Storage per day at facility	10 ⁰⁰	10 ⁰⁰	10 ⁰⁰
Storage per day for Investigation	10 ⁰⁰	10 ⁰⁰	10 ⁰⁰
Moped storage per day	5 ⁰⁰	5 ⁰⁰	5 ⁰⁰
City vehicle flat tire change/exchange (DPW heavy equipment exempt)	Ø	Ø	Ø

BIDDER INFORMATION

Bidder: Joseph Vandermden	
Representing: ASAP Towing	
Address: 2456 S Getty St	City/Zip: Muskegon 49444
Phone: 231 767 9001	Website/Email: asap towing 55 @ Yahoo . com
Dated: 10-4-13	For Office Use Only:
Notes:	

All bids are to be submitted to:

City Of Muskegon Clerk's Office
933 Terrace
Muskegon, MI 49440

**CITY OF MUSKEGON POLICE DEPARTMENT
2013 BID SHEET**

**TOWING SERVICE AND STORAGE OF AN IMPOUNDED VEHICLE WITHIN THE
CORPORATE LIMITS OF THE CITY OF MUSKEGON**

BID PROPOSAL			
Service Description	1st Year	2nd Year	3rd Year
DATES			
TOWING			
Towing To Impound Facility	50 ⁰⁰	50 ⁰⁰	50 ⁰⁰
Towing of Investigation Vehicles	50 ⁰⁰	50 ⁰⁰	50 ⁰⁰
Towing of City vehicles to Muskegon Locales (i.e. DPW, MPD, dealerships)	Ø	Ø	Ø
Same as above for City vehicles 15 to 50 tons	Ø	Ø	Ø
STORAGE			
Storage per day at facility	10 ⁰⁰	10 ⁰⁰	10 ⁰⁰
Storage per day for Investigation	10 ⁰⁰ a day up to 30 Days	10 ⁰⁰ a day up to 30 Days	10 ⁰⁰ a day up to 30 Days
Moped storage per day	1 ⁰⁰	1 ⁰⁰	1 ⁰⁰
City vehicle flat tire change/exchange (DPW heavy equipment exempt)	Ø	Ø	Ø

BIDDER INFORMATION

Bidder: <u>Howard Tenhove II</u>	
Representing: <u>Central Towing LLC</u>	
Address <u>710 Alberta Ave</u>	City/Zip <u>Muskegon 49441</u>
Phone <u>231-755 3708</u>	Website/Email: <u>Centraltowing55@yahoo.com</u>
Dated: <u>10-4-13</u>	For Office Use Only: Notes:

All bids are to be submitted to:

City Of Muskegon Clerk's Office
933 Terrace
Muskegon, MI 49440

**CITY OF MUSKEGON POLICE DEPARTMENT
2013 BID SHEET**

**TOWING SERVICE AND STORAGE OF AN IMPOUNDED VEHICLE WITHIN THE
CORPORATE LIMITS OF THE CITY OF MUSKEGON**

BID PROPOSAL

Service Description	1st Year	2nd Year	3rd Year
DATES			
TOWING			
Towing To Impound Facility	55.00	65.00	75.00
Towing of Investigation Vehicles	55.00	65.00	75.00
Towing of City vehicles to Muskegon Locales (i.e. DPW, MPD, dealerships)	00	00	00
Same as above for City vehicles 15 to 50 tons	65.00	65.00	65.00
STORAGE			
Storage per day at facility	15.00	20.00	25.00
Storage per day for Investigation	15.00-NO CHG AFTER 5 DAYS	20.00-NO CHG AFTER 5 DAYS	25.00-NO CHG AFTER 5 DAYS
Moped storage per day	2.00	2.00	2.00
City vehicle flat tire change/exchange (DPW heavy equipment exempt)	00	00	00

BIDDER INFORMATION

Bidder: <i>Thomas M. Olson</i>	
Representing: <i>Reliable Towing Serv Inc.</i>	
Address: <i>1288 Ninth St</i>	City/Zip: <i>Muskegon MI 49440</i>
Phone: <i>231 727 1309</i>	Website/Email: <i>ReliableTowJeff@yahoo.com</i>
Dated: <i>10/8/13</i>	For Office Use Only:
Notes:	

All bids are to be submitted to:

City Of Muskegon Clerk's Office
933 Terrace
Muskegon, MI 49440



RECEIVED

SEP 20 2013

MUSKEGON POLICE DEPT.
CHIEF of POLICE

September 17, 2013

We, at Ramos Towing, have enjoyed servicing the City of Muskegon under the current contract for the last 3 years. We have shown our commitment to the community and how being backed by Ramos & Son's Auto Body since 1973, makes us a strong, dependable company.

- We conduct an auction every 2-3 months, selling 20-40 vehicles each time. This increases *revenue for the City of Muskegon through overages*. Since 2010, we've proven to be financially beneficial in the sum of approximately \$21,000. It also lightens the work load for city employees.
- With an understanding of police and prosecutor's need for vehicle holds for evidence processing, we will propose for the next contract to **waive the initial tow fee and no storage fees for the City of Muskegon** will be incurred until the vehicle is released by the prosecutor's office. This will also benefit the customer, insurance companies and the prosecutor's office.
- We also offer a heated and locked storage area for vehicles held with evidence to be preserved. Our co-owner is a former evidence technician with a practical understanding for the importance of preservation of evidence. We have licensed auto technicians available for inspections of brakes, vehicle body structure and suspension.
- As a responsible company we collaborate with many nonprofit organizations. To see a list of our partners, please visit us at www.amosautobody.com.

We believe the information provided will describe why Ramos Towing is the most qualified and economical choice for towing services for the City of Muskegon. We know and understand the needs of this contract and are able to provide the highest quality of services.

Sincerely,

A handwritten signature in black ink that reads 'Mary Beth Ramos'.

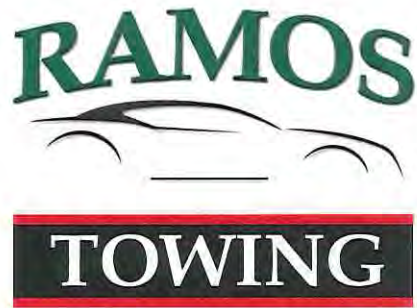
Mary Beth Ramos

Owner



Towing 733-1597
(fax) 733-4441
2444 S. Getty St.

Muskegon, MI 49444
RamosAutobody.com



RECEIVED

SEP 12 2013

MUSKEGON POLICE DEPT.
CHIEF of POLICE

September 12, 2013

Chief Lewis
980 Jefferson St.
Muskegon, MI 49440

Ramos Towing is willing to extend our current towing contract for 3 months and/or until the new contract is established.

Sincerely,

A handwritten signature in blue ink, appearing to be "DR", written in a cursive style.

David Ramos