

CITY OF MUSKEGON

CITY COMMISSION MEETING

NOVEMBER 25, 2003

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. Liquor License Request, 1813 Getty. CITY CLERK
 - c. Liquor License Request, 1149 Wood Street. CITY CLERK
 - d. Sale of NonBuildable Lot at 1057 Washington. PLANNING & ECONOMIC DEVELOPMENT
 - e. 595 Oak Avenue, Return of Tax Reverted Lot to the State. PLANNING & ECONOMIC DEVELOPMENT
 - f. Vacation of the east/west alley in Block 1 of the Marcoux Sub of Block 38. PLANNING & ECONOMIC DEVELOPMENT
 - g. Zoning Ordinance Amendment for Article II (Definitions). PLANNING & ECONOMIC DEVELOPMENT
 - h. Dump Boxes and Under Body Plows. PUBLIC WORKS
 - i. Health Care Opt Out Update. FINANCE
- ❑ **PUBLIC HEARINGS:**
- ❑ **COMMUNICATIONS:**
- ❑ **CITY MANAGER'S REPORT:**

❑ UNFINISHED BUSINESS:

- a. Request to Withdraw Reverter Language from Deed for Property at 407 W. Webster. PLANNING & ECONOMIC DEVELOPMENT

❑ NEW BUSINESS:

- a. Memorandum of Understanding, Clean Up of Laketon Avenue Railroad Corridor. PLANNING & ECONOMIC DEVELOPMENT
- b. Rezoning Request for the South Half of Block 317 (including the former Boilerworks property). PLANNING & ECONOMIC DEVELOPMENT
- c. RFP for Hartshorn Management. LEISURE SERVICES
- d. Legal Services Provider. ASSISTANT CITY MANAGER
- e. Telecommunications Permit, Verizon. ASSISTANT CITY MANAGER
- f. Special Events Policy. LEISURE SERVICES
- g. Heating Renovations in Public Service Building. PUBLIC WORKS
- h. Additional Consultant Fees for the Water Filtration Plant Improvements Project. PUBLIC WORKS & WATER FILTRATION PLANT
- i. Modifications to the Solid Waste Contract. PUBLIC WORKS
- j. Personal Property Payment Plan, Michigan Steel. CITY MANAGER
- k. Concurrence with Housing Board of Appeals Notice and Order to Demolish the following:
- 1) 1021 Kenneth
 - 2) 419 W. Muskegon (Garage only)
 - 3) 312 Merrill
 - 4) 999 Washington
 - 5) 428 McLaughlin
 - 6) 719 Orchard
 - 7) 1553 Terrace

❑ ANY OTHER BUSINESS:

❑ PUBLIC PARTICIPATION:

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

❑ ADJOURNMENT:



MEMO

DATE: November 5, 2003

TO: City Commissioners

FROM: City Clerk

RE: Commissioner Spataro

Commissioner Spataro will be gone from November 24, 2003 to December 1, 2003 and will be excused from the November 25th Regular Commission Meeting.

2003-93 a)

Date: November 25, 2003
To: Honorable Mayor and City Commissioners
From: Gail A. Kunding, City Clerk
RE: Approval of Minutes

SUMMARY OF REQUEST: To approve the minutes of the Regular Commission Meeting that was held on Monday, November 10, 2003.

FINANCIAL IMPACT: None.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: Approval of the minutes.

CITY OF MUSKEGON

CITY COMMISSION MEETING

NOVEMBER 25, 2003

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 5:30pm, Monday, November 25, 2003.

Mayor Warmington opened the meeting with a prayer from Pastor Bierenga of the Allen Avenue Reformed Church after which the Commission and Public recited the Pledge of Allegiance to the Flag.

ROLL CALL FOR THE REGULAR COMMISSION MEETING:

Present: Mayor Stephen Warmington; Vice Mayor Robert Schweifler, Commissioners Christopher Carter, Stephen Gawron, William Larson, and Clara Shepherd; City Manager Bryon Mazade, City Attorney John Schrier and City Clerk Gail Kundinger. Excused was Commissioner Lawrence Spataro.

2003-93 CONSENT AGENDA:

a. Approval of Minutes. CITY CLERK

SUMMARY OF REQUEST: To approve the minutes of the Regular Commission meeting that was held on Monday, November 10, 2003.

FINANCIAL IMPACT: None

BUDGET ACTION REQUIRED: None

STAFF RECOMMENDATION: Approval of the minutes.

b. Liquor License Request, 1813 Getty. CITY CLERK

SUMMARY OF REQUEST: The Liquor Control Commission seeks local recommendation on a request from Betak Enterprises, Inc., 1813 Getty to transfer ownership of the 2003 SDM licensed business from Antoo of Muskegon, Inc.

FINANCIAL IMPACT: None

BUDGET ACTION REQUIRED: None

STAFF RECOMMENDATION: All departments are recommending approval.

d. Sale of NonBuildable Lot at 1057 Washington. PLANNING & ECONOMIC

DEVELOPMENT

SUMMARY OF REQUEST: To approve the sale of a vacant non-buildable lot (Parcel #24-205-408-0003-00) at 1057 Washington Ave. to David Brockmyre, owner of 1451 Franklin Street, Muskegon, MI and James Lowery of 1065 Washington Ave., Muskegon, MI. Approval of this sale will allow the adjacent property owners to have homes located on buildable lots, as well as expanding their current yards. As is required by City policy, the subject parcel is being offered for \$100, and will be split between Mr. Brockmyre and Mr. Lowery and offered to them for \$50 each.

FINANCIAL IMPACT: The sale of this lot will allow the property to be placed back on the City's tax rolls thus relieving the City of continued maintenance costs.

BUDGET ACTION REQUIRED: None

STAFF RECOMMENDATION: To approve the resolution and to authorize both the Mayor and the Clerk to sign the resolution and the deed.

e. 595 Oak Avenue, Return of Tax Reverted Lot to the State. PLANNING & ECONOMIC DEVELOPMENT

SUMMARY OF REQUEST: The unbuildable lot located at 595 Oak Ave. (parcel #24-205-049-0011-10) was erroneously offered to the City of Muskegon as a tax-reverted parcel earlier this year. It was included with over 80 other lots requested by the City in June 2003 and subsequently deeded to us by the State in August 2003. However, the State of Michigan doesn't own the property. After several discussions with the Muskegon County Register of Deeds and Equalization Departments, it was suggested that the easiest way to clear up the title confusion on the property was to simply deed it back to the State.

FINANCIAL IMPACT: None

BUDGET ACTION REQUIRED: None

STAFF RECOMMENDATION: Authorize the Mayor and Clerk to sign the resolution and deed returning the property at 595 Oak Ave. to the State of Michigan.

----- f. Vacation of the east/west alley in Block 1 of the Marcoux Sub of Block 38. PLANNING & ECONOMIC DEVELOPMENT

SUMMARY OF REQUEST: Request for vacation of the east/west alley in Block 1 of the Marcoux Sub. of Block 38, bounded by Marcoux Ave., Getty St., Wesley Ave. and Mulder St.

FINANCIAL IMPACT: None

BUDGET ACTION REQUIRED: None

STAFF RECOMMENDATION: Staff recommends vacation of the alley, with the condition that any relevant City easement rights be retained.

COMMITTEE RECOMMENDATION: The Planning Commission recommended vacation of the alley at their 11/13 meeting, with the condition that any relevant City easement rights be retained. The vote was unanimous with B. Smith absent.

g. Zoning Ordinance Amendment for Article II (Definitions). PLANNING & ECONOMIC DEVELOPMENT

SUMMARY OF REQUEST: Request to amend Article II (Definitions) of the City's Zoning Ordinance in order to correct, add and delete various definitions as described in the ordinance.

STAFF RECOMMENDATION: Staff recommends amendment of the Zoning Ordinance as described above.

FINANCIAL IMPACT: None

BUDGET ACTION REQUIRED: None

COMMITTEE RECOMMENDATION: The Planning Commission recommended approval of the request at their 11/13 meeting. The vote was unanimous with B. Smith absent.

h. Dump Boxes and Under Body Plows. PUBLIC WORKS

SUMMARY OF REQUEST: Authorize the purchase & installation of two (2) dump boxes and under body plows from Truck & Trailer Specialties for a total cost of \$47,496.00 which includes all necessary labor & materials. Truck & Trailer Specialties were the lowest responsible bidder.

FINANCIAL IMPACT: Total Cost \$47,496.00

BUDGET ACTION REQUIRED: None

STAFF RECOMMENDATION: Approve the purchase of 2 dump boxes and under body plows from Truck & Trailer Specialties.

i. Health Care Opt Out Update. FINANCE

SUMMARY OF REQUEST: Previously the commission approved a proposal to increase the employee healthcare opt-out payment amount from \$1,300 per year to \$3,000 per year provided that at least eight new participants enrolled to make it at least a break-even proposition for the City. This proposal was communicated to employees via payroll stuffers. Unfortunately, as of the November 1 cutoff, only four new employees had expressed serious interest in the program. Accordingly, staff recommends that the opt-out program remain at its current level.

FINANCIAL IMPACT: None

BUDGET ACTION REQUIRED: None

STAFF RECOMMENDATION: Keep program at current level.

j. RFP for Hartshorn Management. LEISURE SERVICES

SUMMARY OF REQUEST: To authorize staff to present the RFP for contracting out the management of Hartshorn Marina to the Waterway's Commission for approval. Upon their approval, we will be able to continue the process of contracting out the Marina operations.

FINANCIAL IMPACT: None

BUDGET ACTION REQUIRED: None

STAFF RECOMMENDATION: Approve

Motion by Vice Mayor Schweifler, second by Commissioner Shepherd to approve the Consent Agenda with the exception of item c and k.

ROLL VOTE: Ayes: Schweifler, Carter, Gawron, Larson, Shepherd, Warmington

Nays: None

Excused: Spataro

MOTION PASSES

2003-94 ITEMS REMOVED FROM THE CONSENT AGENDA

c. Liquor License Request, 1149 Wood Street. CITY CLERK

SUMMARY OF REQUEST: The Liquor Control Commission seeks local recommendation on a request from Christian Kado for a new SDD license to be held in conjunction with the proposed ownership transfer of the 2003 SDM license from Steven C. Cornell.

FINANCIAL IMPACT: None

BUDGET ACTION REQUIRED: None

STAFF RECOMMENDATION: All departments are recommending approval pending final inspection.

Motion by Vice Mayor Schweifler, second by Commissioner Gawron to recommend denial of the request from Christian Kado for a new SDD license to be held in conjunction with the proposed ownership transfer of the 2003 SDM license from Steven C. Cornell.

ROLL VOTE: Ayes: Carter, Gawron, Shepherd, Schweifler

Nays: Larson

Abstain: Warmington

Excused: Spataro

MOTION PASSES

k. Legal Services Provider. ASSISTANT CITY MANAGER

SUMMARY OF REQUEST: The City requested proposals from Law Firms wishing to provide the City's Legal services. We received only one proposal and it was

submitted by the City's current legal service provider, Parmenter O'Toole.

We have reviewed the proposal and can not provide reason(s) why their proposal should not be accepted and approved.

FINANCIAL IMPACT: Pay Annual Retainer Fees as follows:

1/1/04 – 12/31/04 \$360,000

1/1/05 – 12/31/05 \$378,000

1/1/06 – 12/31/06 \$396,000

BUDGET ACTION REQUIRED: None

STAFF RECOMMENDATION: To authorize the Mayor and the City Clerk to sign a three-year contract with Parmenter O'Toole to serve as the City's chief legal service provider.

Motion by Commissioner Larson, second by Commissioner Shepherd to approve the contract with Parmenter O'Toole.

ROLL VOTE: Ayes: Gawron, Larson, Shepherd, Warmington, Schweifler, Carter

Nays: None

Excused: Spataro

MOTION PASSES

2003-95 UNFINISHED BUSINESS:

a. Request to Withdraw Reverter Language from Deed for Property at 407 W. Webster. PLANNING & ECONOMIC DEVELOPMENT

SUMMARY OF REQUEST: The attorney for Thomas Russo, who purchased 407 W. Webster from the City, is requesting that the City withdraw the reverter language contained in the Purchase Agreement, dated February 16, 1998. The reverter language was included in Section 8 of the Purchase Agreement, and required that the purchaser make improvements to the premises within 18 months, that the owner or subsequent owners occupy the premises as owner-occupants for a period of at least 10 years, and that if the property is used as a rental property during the 10 year period, the City has the right to quit claim deed the property from the buyer. The attorney for Mr. Russo is requesting that the "City release the Russo's and the Russo's perspective successors in interest from the effects of the reverter language." Apparently, the Russo's are in the process of selling the property, and they are being told by the perspective purchasers that they are unable to obtain mortgage financing with the reverter language present. Staff recommends that the reverter language be kept as it is. The City has included reverter language in the sale of its properties for several years, and has not had a problem with other properties. In addition, the specific area where 407 W. Webster is located is one where the City has sold several

properties, with the express intent that they be owner-occupied. It would be a disservice to the other property owners to change this condition at this time.

FINANCIAL IMPACT: None

BUDGET ACTION REQUIRED: None

STAFF RECOMMENDATION: To deny the request from Mr. Russo's attorney to change the reverter clause language on their deed/purchase agreement and release the Russos and their perspective successors in the interest from the effects of the reverter language. Staff is willing, however, to meet with any financial institution to explain our program for infill, and the reasons for the reverter clause (and staff has informed Mr. Russo and his attorney of this offer).

No action taken on this item.

2003-96 NEW BUSINESS:

a. Ordinance for Sale of Water Revenue Bonds. FINANCE

SUMMARY OF REQUEST: The City is in the process of securing funding for water filtration plant improvements through the Drinking Water Revolving Fund (DWRf). Bond counsel advises that adoption of the ordinance is necessary to provide a structure for the new debt that fits within the DWRf program guidelines and within the requirements of the currently existing water system bonds.

FINANCIAL IMPACT: The only immediate cost associated with this action is the cost of publication in the Chronicle.

BUDGET ACTION REQUIRED: None at this time. The cost of the newspaper publication can be covered within the current water system budget. Once bonds are sold, debt service costs will be included in the water system budget for the life of the bonds (20-30 years).

STAFF RECOMMENDATION: Approval of the ordinance.

Motion by Commissioner Larson, second by Commissioner Gawron to approve the ordinance for sale of water revenue bonds.

ROLL VOTE: Ayes: Shepherd, Warmington, Schweifler, Carter, Gawron, Larson

Nays: None

Excused: Spataro

REQUIRES SECOND READING

b. Additional Consultant Fees for the Water Filtration Plant Improvements Project. PUBLIC WORKS & WATER FILTRATION PLANT

SUMMARY OF REQUEST: To authorize additional fees to Tetra Tech MPS for delayed start of project construction, increased scope of project design, and additional construction oversight costs.

FINANCIAL IMPACT: Change order to the original contract of \$108,000.00.

BUDGET ACTION REQUIRED: The consultant fees are presently funded by Water System Revenue Bonds. An effort to include these changes in the DWRF funding application for reimbursement will be made.

STAFF RECOMMENDATION: The amount requested is warranted as they are incurred by changes in project scope, contract delay, and necessary construction oversight. Staff recommends the Mayor and City Commission approve the contract changes as indicated.

Motion by Commissioner Larson, second by Vice Mayor Schweifler to approve the additional consultant fees for the Water Filtration Plant improvements project.

ROLL VOTE: Ayes: Warmington, Schweifler, Carter, Gawron, Larson, Shepherd

Nays: None

Excused: Spataro

MOTION PASSES

c. Water Filtration Plant Improvements Project Bid Recommendation.
PUBLIC WORKS & WATER FILTRATION PLANT

SUMMARY OF REQUEST: To approve the lowest responsible bidder with inclusion of deductible alternates #1 and #2, prevailing wages and clarifier solids collection mechanism.

FINANCIAL IMPACT: \$14,994,000.00 for construction of the Water Filtration Plant improvements project.

BUDGET ACTION REQUIRED: It is anticipated the project will be funded through the use of the State Drinking Water Revolving Fund.

STAFF RECOMMENDATION: Staff recommends awarding the construction contract for the Water Filtration Plant Improvements project to Triangle Associates, Inc.

Motion by Commissioner Larson, second by Commissioner Shepherd to award the bid to Muskegon Construction for \$15,560,000.00 for improvements at the Water Filtration Plant.

ROLL VOTE: Ayes: Warmington, Schweifler, Carter, Gawron, Larson, Shepherd

Nays: None

Excused: Spataro

MOTION PASSES

d. Laboratory Remodeling Proposal. **PUBLIC WORKS & WATER FILTRATION PLANT**

SUMMARY OF REQUEST: To enter into an engineering/design agreement for the

remodeling of the laboratory and control area of the Water Filtration Plant.

FINANCIAL IMPACT: The engineering/design proposal cost is \$54,000, including document preparation, advertising, bidding and construction oversight.

BUDGET ACTION REQUIRED: None. It is anticipated the engineering/design and construction costs will be funded through the State of Michigan Drinking Water Revolving Fund.

STAFF RECOMMENDATION: Recommends the City enter into a contract with Tetra Tech MPS for engineering/design of the laboratory remodeling project at the Water Filtration Plant.

Motion by Commissioner Larson, second by Commissioner Gawron to enter into a contract with Tetra Tech MPS for engineering/design of the laboratory remodeling project at the Water Filtration Plant.

ROLL VOTE: Ayes: Gawron, Larson, Shepherd, Warmington, Schweifler, Carter

Nays: None

Excused: Spataro

MOTION PASSES

e. Memorandum of Understanding, Clean Up of Laketon Avenue Railroad Corridor. PLANNING & ECONOMIC DEVELOPMENT

SUMMARY OF REQUEST: The City and the Michigan Department of natural Resources (MDNR) developed an informal agreement in the summer of 2003 to clean up the Laketon Ave. railroad corridor between Getty and US 31 and the Laketon/Nims Street area. The Agreement includes the MDNR paying up to \$11,425 for the clean up (primarily railroad ties). The most economical price to remove and stockpile the railroad ties was from Freelance, Inc. Their cost is \$8,925. The City DPW has agreed to transport and dispose of the ties. The contractor will also clean up the burned railroad siding on Nims Street for \$3,800 and the DPW will remove the refuse. Since there was a halt on additional State spending in August, we are just now getting the Memorandum of Understanding from the State. They are now able to release the funds.

FINANCIAL IMPACT: The City will pay the difference between the State contribution and the contractors costs, in the amount of \$1,300. The City will also provide the labor transport and disposal of the ties and vegetation removal.

BUDGET ACTION REQUIRED: None

STAFF RECOMMENDATION: To approve the memorandum of Understanding and Agreement for the Recreation Improvement Fund and authorize the City Manager to sign the Agreement.

Motion by Commissioner Gawron, second by Commissioner Shepherd to approve the Memorandum of Understanding and Agreement for the Recreation

Improvement Fund and authorize the City Manager to sign the Agreement.

ROLL VOTE: Ayes: Larson, Shepherd, Warmington, Schweifler, Carter, Gawron

Nays: None

Excused: Spataro

MOTION PASSES

- f. **Rezoning Request for the South Half of Block 317 (including the former Boilerworks property).** PLANNING & ECONOMIC DEVELOPMENT

SUMMARY OF REQUEST: Request to rezone the south half of Block 317 (owned by Muskegon Group Properties, LLC and the Muskegon Eagles) from I-2 General Industrial to H. Heritage.

FINANCIAL IMPACT: None

BUDGET ACTION REQUIRED: None

STAFF RECOMMENDATION: Staff recommends approval of the request.

COMMITTEE RECOMMENDATION: The Planning Commission recommended approval of the request at their 11/13 meeting. The vote was unanimous with B. Smith absent.

Motion by Commissioner Larson, second by Vice Mayor Schweifler to approve the rezoning request for the south half of Block 317.

ROLL VOTE: Ayes: Shepherd, Warmington, Schweifler, Carter, Gawron, Larson

Nays: None

Excused: Spataro

REQUIRES SECOND READING

- g. **Telecommunications Permit, Verizon.** ASSISTANT CITY MANAGER

SUMMARY OR REQUEST: Authorize the Mayor to sign the permit application by Verizon North Inc. Submittal of the permit application is in response to the City opting into the state's METRO Act. It is further requested that approval be conditioned upon verification of satisfactory insurance coverage consistent with the terms of the Act and City policy.

FINANCIAL IMPACT: None

BUDGET ACTION REQUIRED: None

STAFF RECOMMENDATION: To approve the permit and sign the document.

Motion by Vice Mayor Schweifler, second by Commissioner Gawron to approve the permit.

ROLL VOTE: Ayes: Warmington, Schweifler, Carter, Gawron, Larson, Shepherd

Nays: None

Excused: Spataro

MOTION PASSES

h. Special Events Policy. LEISURE SERVICES

SUMMARY OF REQUEST: To adopt the Special Events policy that has been amended to reflect the costs to be incurred by the groups hosting the special event.

FINANCIAL IMPACT: Special events should become budget neutral

BUDGET ACTION REQUIRED: None

STAFF RECOMMENDATION: Approve

Motion by Commissioner Carter, second by Commissioner Larson to adopt the amended Special Events policy.

ROLL VOTE: Ayes: Warmington, Schweifler, Carter, Gawron, Larson Shepherd

Nays: None

Excused: Spataro

MOTION PASSES

i. Heating Renovations in Public Service Building. PUBLIC WORKS

SUMMARY OF REQUEST: This is the first phase of heating unit replacements in the Public Service Building with energy efficient units. The only acceptable bid was from East Muskegon Roofing for \$82,725.00. This will eliminate corrosion of roof deck and give up to 29% energy savings.

FINANCIAL IMPACT: This project is funded in the Public Service Building Fund Budget for 2003.

BUDGET ACTION REQUIRED: None

STAFF RECOMMENDATION: Proceed with the heating renovations.

Motion by Commissioner Larson, second by Commissioner Gawron to accept the bid of \$82,725.00 from East Muskegon Roofing.

ROLL VOTE: Ayes: Schweifler, Carter, Gawron, Larson, Shepherd, Warmington

Nays: None

Excused: Spataro

MOTION PASSES

j. Modifications to the Solid Waste Contract. PUBLIC WORKS

SUMMARY OF REQUEST: As part of the 2004 budgetary process the City Commission directed the Public Works Department to reduce the Recycling

Budget by \$100,000. The result of our negotiations is as follows:

The new price for Mixed Refuse (Garbage which includes year-round yard waste collection is \$8.423 per household \$1,350,780

The new price for Recycling Services for 26 weeks per year is \$1.00 160,000

Disposal of yard waste shall remain at \$10 per ton 33,000

Special Tire Disposal of \$35 per ton estimated at 71.4 tons 2,250

Neighborhood Cleanups 17,040

Revised Estimated Contract \$1,563,070

The City shall waive performance bond and public relations and education requirements and establish new benchmarks for refuse and recycling at 952 and 67 tons per month; eliminate the pitch-it-sticker program.

The City agrees to extend the current contract from March 1, 2005 until December 31, 2007.

FINANCIAL IMPACT:

Estimated Payments to Sunset Waste \$1,563,070

City Salary and Wage 75,333

Vehicle Rental 6,370

Printing, Building Rental, Electricity 25,600

Total Budget for Refuse and Recycling \$1,670,373

2004 Budgets for Refuse and Recycling \$1,660,314

Shortfall \$10,059

BUDGET ACTION REQUIRED: A budget amendment to add additional \$10,059 will allow refuse and recycling service to continue at current level of service.

STAFF RECOMMENDATION: Recommend approval as presented.

Motion by Commissioner Larson, second by Commissioner Gawron to extend the current contract to December 31, 2007, and approve modification to solid waste contract.

ROLL VOTE: Ayes: Carter, Gawron, Larson, Shepherd, Warmington, Schweifler

Nays: None

Excused: Spataro

MOTION PASSES

k. Personal Property Payment Plan, Michigan Steel. CITY MANAGER

SUMMARY OR REQUEST: To approve a payment plan for Michigan Steel (formerly West Michigan Steel) for personal property taxes for years 2000-2002. The payment plan was necessary for the company to be sold this past year.

FINANCIAL IMPACT: Payment of \$78,063.93 over 48 months @ 8% interest to the City and other taxing jurisdictions.

BUDGET ACTION REQUIRED: None

STAFF RECOMMENDATION: to approve the payment plan and authorize the Mayor and City Clerk to execute associated documents.

Motion by Vice Mayor Schweifler, second by Commissioner Carter to approve the payment plan.

ROLL VOTE: Ayes: Gawron, Larson, Shepherd, Warmington, Schweifler, Carter

Nays: None

Excused: Spataro

MOTION PASSES

I. Development Agreement – Cross Lake Ferry. CITY MANAGER

SUMMARY OF REQUEST: To approve the development agreement between the City, Lake Express and Great Lakes Marina for the construction of improvements for the cross-lake ferry project.

FINANCIAL IMPACT: City commitment to the project is \$1,200,000

BUDGET ACTION REQUIRED: None

STAFF RECOMMENDATION: To approve the agreement.

Motion by Commissioner Larson, second by Vice Mayor Schweifler to approve the development agreement.

ROLL VOTE: Ayes: Larson, Shepherd, Warmington, Schweifler, Carter, Gawron

Nays: None

Excused: Spataro

MOTION PASSES

m. Concurrence with Housing Board of Appeals Notice and Order to Demolish the following: INSPECTIONS

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

responsible bidder.

1. 312 Merrill

Staff asked for this to be removed from Agenda.

2. 1021 Kenneth

CASE# & PROJECT ADDRESS: 03-48 – 1021 Kenneth, Muskegon, MI, area 11

LOCATION AND OWNERSHIP: This structure is located on Kenneth between Apple and Ada and is owned by Bakri Jameil of Grand Rapids, MI

STAFF CORRESPONDENCE: A dangerous building inspection was conducted on 5/29/03 and the interior inspection was conducted on 7/1/03. A Notice and Order to repair or demolish was issued 8/7/03. On 10/2/03 the HBA declared the structure substandard.

OWNER CONTACT: There has been no contact from the owner

FINANCIAL IMPACT: CDBG

BUDGET ACTION REQUIRED: None

STATE EQUALIZED VALUE: \$14,700

ESTIMATED COST TO REPAIR: \$25,000

3. 419 W. Muskegon (Garage only)

CASE# & PROJECT ADDRESS: #02-38, 419 W. Muskegon Ave., Muskegon, MI

LOCATION AND OWNERSHIP: This structure is located on Muskegon Ave. and is owned by Ruby Johnson.

STAFF CORRESPONDENCE: A dangerous building inspection was conducted on 7/25/02 and Notice and Order to repair or remove was issued 7/30/02. On 8/5/02 the owner pulled a permit to repair the garage. It appears that the work has not been done and no inspections called for. On 3/6/03 the HBA declared the garage substandard and ordered it demolished. The owner has attended all meetings and agrees with staff that the condition of the garage is such it should be demolished. The owner is unable to complete the demolition due to financial hardship. The HDC concurred with the HBA on 10/7/03.

OWNER CONTACT: None

FINANCIAL IMPACT: CDBG Funds

BUDGET ACTION REQUIRED: None

STATE EQUALIZED VALUE: \$17,600

ESTIMATED COST TO REPAIR: \$5,000 (Garage only)

4. 428 McLaughlin

CASE# & PROJECT ADDRESS: 03-24, 428 McLaughlin, Muskegon, MI – area 11.

LOCATION AND OWNERSHIP: The structure is located on McLaughlin between Wood and Williams and is owned by Dan Heller.

STAFF CORRESPONDENCE: A dangerous building inspection was conducted on 4/16/03. No interior inspection has been conducted. A Notice and Order to repair or demolish was issued 5/12/03. On 7/3/03 the HBA declared the structure.

OWNER CONTACT: None

FINANCIAL IMPACT: CDBG Funds

BUDGET ACTION REQUIRED: None

STATE EQUALIZED VALUE: \$13,300

ESTIMATED COST TO REPAIR: \$5,000 plus cost of interior repairs.

5. 719 Orchard

CASE# & PROJECT ADDRESS: 03-01, 719 Orchard Ave., Muskegon, MI

LOCATION AND OWNERSHIP: This structure is located on Orchard between Kenneth and Getty Street and is owned by Gennie Kellum (deceased) and John Lester.

STAFF CORRESPONDENCE: A dangerous building inspection was conducted on 1/15/03 because of the structure being boarded up for more than 180 days, and the interior inspection was conducted 2/27/03. A Notice and Order to repair or demolish was issued 3/19/03. On 6/5/03 the HBA declared the structure substandard, with a 60 day delay in bringing it before commission.

OWNER CONTACT: John Lester and Faye Gilbert, the daughter or the deceased owner, Gennie Kellum, appeared before the HBA to explain their status with this structure. On this date they stated they were trying to settle an issue with ownership through their attorneys because they could not reach an agreement on what to do with the house. The director of inspections told them at the HBA meeting they would have 60 days before he proceeded with this case to settle their legal issues pertaining to this house. There has been no contact from either Mr. Lester or Ms. Gilbert since the HBA meeting.

FINANCIAL IMPACT: CDBG Funds

BUDGET ACTION REQUIRED: None

STATE EQUALIZED VALUE: \$13,900

ESTIMATED COST TO REPAIR: \$8,000

6. 1553 Terrace

CASE# & PROJECT ADDRESS: 02-51, 1553 Terrace, Muskegon, MI, area 10

LOCATION AND OWNERSHIP: This structure is located on Terrace between E.

Forest and E. Grand and is owned by Angela Oliver.

STAFF CORRESPONDENCE: A dangerous building inspection was conducted on 9/6/02 and the interior inspection was conducted 10/18/02. A Notice and Order to repair or demolish was issued 11/21/02. On 2/6/03 the HBA tabled the case for 90 days. On 6/5/03 the HBA declared the structure.

OWNER CONTACT: Angela Oliver and Brian VanFarowe were both present at the HBA meeting. Brian VanFarowe sold the house to Angela Oliver on a land contract and stated he was interested in getting the property back because Angela was losing the house for non-payment. Angela stated she was trying to retain the property and pulled a permit to repair on 4/18/03. It expired 6/15/03 and no inspections have been called for. The case was brought back before the HBA on 6/5/03 and both parties were again present. Ms. Oliver stated she owned another house in Muskegon Heights that she had to fix and did not have the finances to repair the house on Terrace. Mr. VanFarowe stated he would like to save the house, but Ms. Oliver would not sign it back to him, so he would have to wait 90 days until she lost it. The HBA declared the structure.

There has been no further contact with the parties since the HBA meeting. It appears, during a recent drive by inspection, that the property is currently for sale and possibly occupied by persons unknown.

FINANCIAL IMPACT: CDBG Funds

BUDGET ACTION REQUIRED: None

STATE EQUALIZED VALUE: \$16,100

ESTIMATED COST TO REPAIR: \$10,000

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

Motion by Vice Mayor Schweifler, second by Commissioner Gawron to concur with the Housing Board of Appeals decision to demolish 419 W. Muskegon (garage), 428 McLaughlin, 719 Orchard, 1553 Terrace, and 1021 Kenneth.

ROLL-VOTE: Ayes: Shepherd, Warmington, Schweifler, Carter, Gawron, Larson

Nays: None

Excused: Spataro

MOTION PASSES

7. 999 Washington

CASE# & PROJECT ADDRESS: 03-21, 999 Washington, Muskegon, MI

LOCATION AND OWNERSHIP: This structure is located on Washington between Franklin and Hudson and is owned by Jose Castanon.

STAFF CORRESPONDENCE: A dangerous building inspection was conducted on

4/15/03 and the owner has not allowed an interior inspection. A Notice and Order to repair or demolish was issued 8/25/03. On 10/2/03 the HBA declared the structure substandard.

OWNER CONTACT: On 5/13/03 an interior inspection notice was issued. Mr. Castanon canceled the inspection and stated his brother now owns the structure. His brother, Alex, was present at the 10/2/03 HBA meeting, but left before his case was heard. There has been no contact with either party since the October HBA meeting.

FINANCIAL IMPACT: General Funds

BUDGET ACTION REQUIRED: None

STATE EQUALIZED VALUE: \$11,700

ESTIMATED COST TO REPAIR: \$10,000 plus the cost of interior repairs.

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

Motion by Commissioner Gawron, second by Commissioner Larson to concur with the Housing Board of Appeals decision to demolish 999 Washington.

ROLL VOTE: Ayes: Warmington, Schweifler, Carter, Gawron, Larson, Shepherd

Nays: None

Excused: Spataro

MOTION PASSES

n. Resolution to Declare an Emergency Moratorium on Certain Demolition Projects.

SUMMARY OF REQUEST: To consider adoption of a resolution that declares a moratorium for six months on demolition of the five buildings in the mall.

Motion by Vice Mayor Schweifler, second by Commissioner Shepherd to declare an emergency moratorium on the demolition of the five remaining buildings in or adjacent to the former Muskegon Mall for sixty days.

ROLL VOTE: Ayes: Warmington, Schweifler, Carter, Gawron, Larson, Shepherd

Nays: None

Excused: Spataro

MOTION PASSES

2003-97 CLOSED SESSION: Pending litigation and collective bargaining.

Motion by Vice Mayor Schweifler, second by Commissioner Gawron to go into Closed Session at 8:32 p.m.

ROLL VOTE: Ayes: Schweifler, Carter, Gawron, Larson, Shepherd, Warmington

Nays: None

Excused: Spataro

MOTION PASSES

Motion by Vice Mayor Schweifler, second by Commissioner Shepherd to go back into Open Session at 9:04 p.m.

ROLL VOTE: Ayes: Carter, Gawron, Larson, Shepherd, Warmington, Schweifler

Nays: None

Excused: Spataro

MOTION PASSES

The Regular Commission Meeting for the City of Muskegon was adjourned at 9:05PM.

Respectfully submitted,



Gail A. Kunderger, MMC

City Clerk

2003-93 b)

Date: November 25, 2003
To: Honorable Mayor and City Commissioners
From: Gail A. Kunding, City Clerk
RE: Liquor License Request
1813 Getty

SUMMARY OF REQUEST: The Liquor Control Commission seeks local recommendation on a request from Betak Enterprises, Inc., 1813 Getty to transfer ownership of the 2003 SDM licensed business from Antoo of Muskegon, Inc.

FINANCIAL IMPACT: None.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: All departments are recommending approval.

Muskegon Police Department

Anthony L. Kleibecker

Chief of Police



980 Jefferson Street P.O. Box 536 Muskegon Michigan 49443-0536
(231) 724-6750 (231) 722-5140 fax
www.muskegonpolice.com

October 31, 2003

To: City Commission through the City Manager

From: *Anthony L. Kleibecker*
Anthony L. Kleibecker, Chief of Police

Re: Liquor License Transfer – 1813 Getty Street

The Muskegon Police Department has received a request from the Michigan Liquor Control Commission for an investigation of applicant Betak Enterprises, Inc., who is requesting a transfer of the 2003 SDM liquor license at 1813 Getty Street from Antoo of Muskegon, Inc.

Betak Enterprises consists of Saib Btk of 1254 Witham Drive and Samei Btk of 785 Mariwood Avenue, both in North Muskegon. The Btk's have previous experience in alcohol serving businesses and currently own the former Tom's Drink All party store at 1500 Getty Street.

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

ALK/dl

To: Chief Tony Kleibecker

From: Det. Kurt Dykman

Date: 08-28-03

Re: Liquor License Transfer

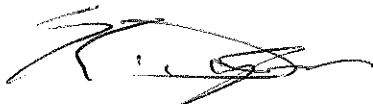
Chief Kleibecker,

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

Betak Enterprises, Inc. is requesting to transfer ownership of 2003 SDM licensed business from Antoo of Muskegon, Inc. Betak Enterprises, Inc. consists of both Saib Btk of 1254 Witham, North Muskegon and Samei Btk of 785 Mariwood Avenue, North Muskegon. Both have previous experience in alcohol serving business' and currently own 1500 Getty St., former Tom's Drink All.

A check of MPD records and Criminal History showed no reason to deny this request.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'Kurt Dykman', with a stylized flourish at the end.

Det. Kurt Dykman

data/common/Betak



State of Michigan
Jennifer M. Granholm, Governor

Department of Consumer & Industry Services
David C. Hollister, Director

227397
8/13/03 *PAK*
Liquor Control Commission
7150 Harris Drive
P.O. Box 30005
Lansing, Michigan 48909-7505
(517) 322-1345
Fax: (517) 322-6137

POLICE INVESTIGATION REQUEST

(Authorized by MCL 436.1(4))

July 23, 2003

Request ID#: 227397

Muskegon Police Department
Attn: Chief of Police
980 Jefferson Street, PO Box 536
Muskegon, MI 49443-0536
Chief Law Enforcement Officer

Applicant: Betak Enterprises, Inc., requests to transfer ownership of 2003 SDM licensed business, located at 1813 Getty, Muskegon, MI 49442 in Muskegon County, from Antoo of Muskegon, Inc.

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

Forward your report and recommendations of the applicant to the Licensing Division.

____ Please include fingerprint card(s) and \$30.00 for each card, and mail to the Michigan Liquor Control Commission.

If you have any questions, contact the Licensing Division at (517) 322-1400.

sr

POLICE INSPECTION REPORT ON LIQUOR LICENSE REQUEST

(Authorized by MCL 436.1217)

Michigan Department of Consumer & Industry Services

MICHIGAN LIQUOR CONTROL COMMISSION

7150 Harris Drive

P.O. Box 30005

Lansing, Michigan 48909-7505

227397
8/13/03

RID: 227397

Important: Please conduct your investigation as soon as possible and complete all four sections of this report.
Return the completed report and fingerprint cards to the Commission.

BUSINESS NAME AND ADDRESS: (include zip code) Betak Enterprises, Inc.
1813 Getty, Muskegon 49442 Muskegon County (231) 722-6653

REQUEST FOR: Transfer ownership 2003 SDM licensed business from Antoo of Muskegon, Inc.

Section 1.**APPLICANT INFORMATION**

APPLICANT #1:

Saib Btk

APPLICANT #2:

Samei Btk

HOME ADDRESS AND AREA CODE/PHONE NUMBER:

1254 Witham

North Muskegon, MI 49445

(231) 578-3865

HOME ADDRESS AND AREA CODE/PHONE NUMBER:

785 Mariwood Avenue

North Muskegon, MI 49445

(231) 557-5083

DATE OF BIRTH: 8-17-72

If the applicant is not a U.S. Citizen:

Does the applicant have permanent Resident Alien status?

☒ Yes ☐ No

Does the applicant have a Visa? Enter status:

Date fingerprinted: NONE NEEDED

DATE OF BIRTH: 12-2-73

If the applicant is not a U.S. Citizen:

Does the applicant have permanent Resident Alien status?

☒ Yes ☐ No

Does the applicant have a Visa? Enter status:

Date fingerprinted: NONE NEEDED

Attach the fingerprint card and \$30.00 for each card and mail to the Michigan Liquor Control Commission.ARREST RECORD: ☐ Felony ☐ Misdemeanor

Enter record of all arrests & convictions (attach a signed and dated report if more space is needed)

ARREST RECORD: ☐ Felony ☐ Misdemeanor

Enter record of all arrests & convictions (attach a signed and dated report if more space is needed)

Section 2.**Investigation of Business and Address to be Licensed**

Does applicant intend to have dancing or entertainment?

☒ No ☐ Yes, complete LC-693N, Police Investigation Report: Dance/Entertainment PermitAre gas pumps on the premises or directly adjacent? ☒ No ☐ Yes, explain relationship:**Section 3.****Local and State Codes and Ordinances, and General Recommendations**Will the applicant's proposed location meet all appropriate state and local building, plumbing, zoning, fire, sanitation and health laws and ordinances, if this license is granted? ☒ Yes ☐ No

If you are recommending approval subject to certain conditions, list the conditions: (attach a signed and dated report if more space is needed)

Section 4.**Recommendation**

From your investigation:

1. Is this applicant qualified to conduct this business if licensed?

☒ Yes ☐ No

2. Is the proposed location satisfactory for this business?

☒ Yes ☐ No

3. Should the Commission grant this request?

☒ Yes ☐ No

4. If any of the above 3 questions were answered no, state your reasons: (Attach a signed and dated report if more space is needed)

A. L. Kleibauer
Signature (Sheriff or Chief of Police)
Muskegon Police Department

Date

10-31-03

LIQUOR LICENSE REVIEW FORM

Business Name: Betak Enterprises

AKA Business Name (if applicable): Saib Family Market

Operator/Manager's Name: Saib Btk + Samei Btk

Business Address: 1813 Getty
Muskegon, MI

Reason for Review:

New License ☐ Transfer of Ownership ☒ Dance Permit ☐

Drop/Add Name on License ☐ Transfer Location ☐

Drop/Add Stockholder Name ☐ New Entertainment Permit ☐

Other _____

Deadline for receipt of all information: _____

Police Department Approved ☐ Denied ☐ No Action Needed ☐

Income Tax Approved ☒ Owing ☐ Amount: _____

Treasurer Approved ☐ Owing ☐ Amount: _____

Zoning Approved ☐ Denied ☐ Pending ZBA ☐

Clerk's Approved ☐ Owing ☐ Amount: _____

Fire/Inspection Services Compliance ☐ Remaining Defects _____

Department Signature Danney D St

Gail A. Kunding, City Clerk
Liquor License Coordinator

LIQUOR LICENSE REVIEW FORM

Business Name: Betak Enterprises

AKA Business Name (if applicable): Saib Family Market

Operator/Manager's Name: Saib Btk + Samei Btk

Business Address: 1813 Getty
Muskegon, MI

Reason for Review:

New License ☐ Transfer of Ownership ☒ Dance Permit ☐

Drop/Add Name on License ☐ Transfer Location ☐

Drop/Add Stockholder Name ☐ New Entertainment Permit ☐

Other _____

Deadline for receipt of all information: _____

Police Department Approved ☐ Denied ☐ No Action Needed ☐

Income Tax Approved ☐ Owing ☐ Amount: _____

Treasurer Approved ☒ Owing ☐ Amount: _____

Zoning Approved ☐ Denied ☐ Pending ZBA ☐

Clerk's Approved ☐ Owing ☐ Amount: _____

Fire/Inspection Services Compliance ☐ Remaining Defects _____

Department Signature _____

Gail A. Kundinger, City Clerk
Liquor License Coordinator

LIQUOR LICENSE REVIEW FORM

Business Name: Betak Enterprises

AKA Business Name (if applicable): Saib Family Market

Operator/Manager's Name: Saib Btk + Samei Btk

Business Address: 1813 Getty
Muskegon, MI

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New License ☐ Transfer of Ownership ☒ Dance Permit ☐

Drop/Add Name on License ☐ Transfer Location ☐

Drop/Add Stockholder Name ☐ New Entertainment Permit ☐

Other _____

Deadline for receipt of all information: _____

Police Department Approved ☐ Denied ☐ No Action Needed ☐

Income Tax Approved ☐ Owing ☐ Amount: _____

Treasurer Approved ☐ Owing ☐ Amount: _____

Zoning Approved ☒ Denied ☐ Pending ZBA ☐

Clerk's Approved ☐ Owing ☐ Amount: _____

Fire/Inspection Services Compliance ☐ Remaining Defects _____

Department Signature Phil Carter

Gail A. Kundering, City Clerk
Liquor License Coordinator

LIQUOR LICENSE REVIEW FORM

Business Name: Betak Enterprises

AKA Business Name (if applicable): Saib Family Market

Operator/Manager's Name: Saib Btk + Samei Btk

Business Address: 1813 Getty
Muskegon, MI

Reason for Review:

New License ☐ Transfer of Ownership ☒ Dance Permit ☐

Drop/Add Name on License ☐ Transfer Location ☐

Drop/Add Stockholder Name ☐ New Entertainment Permit ☐

Other _____

Deadline for receipt of all information: _____

Police Department Approved ☐ Denied ☐ No Action Needed ☐

Income Tax Approved ☐ Owing ☐ Amount: _____

Treasurer Approved ☐ Owing ☐ Amount: _____

Zoning Approved ☐ Denied ☐ Pending ZBA ☐

Clerk's Approved ☒ Owing ☐ Amount: _____

Fire/Inspection Services Compliance ☐ Remaining Defects _____

Department Signature _____

Gail A. Kundinger, City Clerk
Liquor License Coordinator

LIQUOR LICENSE REVIEW FORM

Business Name: Betak Enterprises

AKA Business Name (if applicable): Saib Family Market

Operator/Manager's Name: Saib Btk + Samei Btk

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Muskegon, MI

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New License ☐ Transfer of Ownership ☒ Dance Permit ☐

Drop/Add Name on License ☐ Transfer Location ☐

Drop/Add Stockholder Name ☐ New Entertainment Permit ☐

Other _____

Deadline for receipt of all information: _____

Police Department Approved ☐ Denied ☐ No Action Needed ☐

Income Tax Approved ☐ Owing ☐ Amount: _____

Treasurer Approved ☐ Owing ☐ Amount: _____

Zoning Approved ☐ Denied ☐ Pending ZBA ☐

Clerk's Approved ☐ Owing ☐ Amount: _____

Fire/Inspection Services Compliance ☒ Remaining Defects _____

Department Signature

Morgan McLaughlin

Gail A. Kunder, City Clerk
Liquor License Coordinator

LIQUOR LICENSE REVIEW FORM

Business Name: Betak Enterprises

AKA Business Name (if applicable): Saib Family Market

Operator/Manager's Name: Saib Btk + Samei Btk

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Muskegon, MI

Reason for Review:

New License ☐ Transfer of Ownership ☒ Dance Permit ☐

Drop/Add Name on License ☐ Transfer Location ☐

Drop/Add Stockholder Name ☐ New Entertainment Permit ☐

Other _____

Deadline for receipt of all information: _____

Police Department Approved ☐ Denied ☐ No Action Needed ☐

Income Tax Approved ☐ Owing ☐ Amount: _____

Treasurer Approved ☐ Owing ☐ Amount: _____

Zoning Approved ☐ Denied ☐ Pending ZBA ☐

Clerk's Approved ☐ Owing ☐ Amount: _____

Fire/Inspection Services Compliance ☒ Remaining Defects _____

Department Signature Robert B. [Signature] 7/29/03

Gail A. Kundinger, City Clerk
Liquor License Coordinator



State of Michigan
Jennifer M. Granholm, Governor

Department of Consumer & Industry Services
David C. Hollister, Director

*Received
7-28-03*

Liquor Control Commission
7150 Harris Drive
P.O. Box 30005
Lansing, Michigan 48909-7505
(517) 322-1345
Fax: (517) 322-6137

LOCAL GOVERNMENT 15-DAY NOTICE

[Authorized by MAC 436.1105 (2d)(3)]

July 23, 2003

Request ID: 227397

Muskegon City Council
Attn: Clerk
933 Terrace Street, PO Box 536
Muskegon, MI 49443-0536

The Liquor Control Commission has received an application from: Betak Enterprises, Inc., requests to transfer ownership of 2003 SDM licensed business, located at 1813 Getty, Muskegon, MI 49442 in Muskegon County, from Antoo of Muskegon, Inc.

Stockholders:

Saib Btk, 1254 Witham, North Muskegon, MI 49445 (231) 578-3865
Samei Btk, 785 Mariwood Avenue, North Muskegon, MI 49445 (231) 557-5083

Specially Designated Merchant (SDM) licenses permit the sale of beer and wine for consumption off the premises only. Specially Designated Distributor (SDD) licenses permit the sale of alcoholic liquor, other than beer and wine under 21 per cent alcohol by volume, for consumption off the premises only.

For your information, part of the investigation of the application is conducted by the local law enforcement agency and investigative forms will be released to them either in person or by mail.

Although local governing body approval is not required by the Michigan Liquor Control Act for off-premise licenses, the local governing body, or its designee, may notify the Commission within 15 days of receipt of this letter if the applicant location will not be in compliance with all appropriate state and local building, plumbing, zoning, fire, sanitation and health laws and ordinances, or if the applicant is considered ineligible due to other factors.

All conditions of non-compliance must be outlined in detail, indicating the laws and ordinances applicable in this case, with a copy of the law and/or ordinance submitted with notification.

PLEASE RETURN YOUR RESPONSE TO:

Michigan Liquor Control Commission
Licensing Division
P.O. Box 30005
Lansing, Michigan 48909-7505

sr

Affirmative Action
616/724-6703
FAX/722-1214

Assessor
616/724-6708
FAX/724-4178

Cemetery
616/724-6783
FAX/726-5617

Civil Service
616/724-6716
FAX/724-4055

Clerk
616/724-6705
FAX/724-4178

Comm. & Neigh.
Services
616/724-6717
FAX/726-2501

Engineering
616/724-6707
FAX/727-6904

Finance
616/724-6713
FAX/724-6768

Fire Dept.
616/724-6792
FAX/724-6985

Income Tax
616/724-6770
FAX/724-6768

Info. Systems
616/724-6706
FAX/722-4301

Leisure Service
616/724-6704
FAX/724-1196

Manager's Office
616/724-6724
FAX/722-1214

Mayor's Office
616/724-6701
FAX/722-1214

Neigh. & Const.
Services
616/724-6715
FAX/726-2501

Planning/Zoning
616/724-6702
FAX/724-6790

Police Dept.
616/724-6750
FAX/722-5140

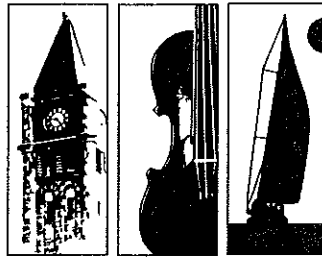
Public Works
616/724-4100
FAX/722-4188

Treasurer
616/724-6720
FAX/724-6768

Water Billing Dept.
616/724-6718
FAX/724-6768

Water Filtration
616/724-4106
FAX/755-5290

MUSKEGON



West Michigan's Shoreline City

November 19, 2003

Mrs. Ann Martin, President
Marsh Field Neighborhood Association
1782 McIlwraith
Muskegon, MI 49442

Dear Mrs. Martin:

We have received a request from the Liquor Control Commission reference Betak Enterprises, Inc., desire to transfer ownership of the 2003 SDM licensed business located at 1813 Getty, from Antoo of Muskegon, Inc. A SDM license permits the sale of beer and wine for consumption off the premises only. On Tuesday, November 25, 2003, the City Commission will review this request and determine whether or not it should be recommended for approval.

You are being sent this notice because the City Commission would like to know how the Neighborhood Association feels and would appreciate any comments that they may have. You may send these comments to 933 Terrace, Muskegon, MI 49440 or attend the City Commission Meeting on November 25, 2003, at 5:30 p.m. in the Commission Chambers.

If you have any questions, please feel free to contact me at 724-6705.

Sincerely,

Linda Potter
Deputy Clerk

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

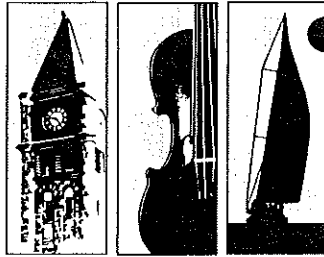
Public Works Dept.
(231)724-4100
FAX: (231)722-4188

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

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

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

MUSKEGON



West Michigan's Shoreline City

November 19, 2003

Mr. Samei Btk
785 Mariwood Avenue
North Muskegon, MI 49445

Dear Mr. Btk:

This letter is to inform you that your request to transfer ownership of the 2003 SDM licensed business at 1813 Getty will be presented to the City Commission on November 25, 2003. This meeting begins at 5:30 p.m. and is located in the Commission Chambers, 933 Terrace, Muskegon, MI.

This request has also been sent to the Marsh Field Neighborhood Association for their comments. It is Commission practice to let the Neighborhood Association know of any liquor license requests that are located within their boundaries. This allows for comments from the people who live there and not just from the owners of the business' who are located there.

If you have any questions, please feel free to contact me at 724-6705.

Sincerely,

A handwritten signature in cursive script that reads 'Linda Potter'.

Linda Potter
Deputy Clerk

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

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

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

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

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

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

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

Computer Info.
Systems
(231)724-6744
FAX: (231)722-4381

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

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

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

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

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

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

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

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

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

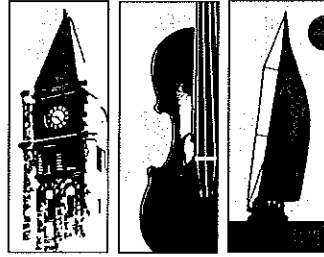
Public Works Dept.
(231)724-4100
FAX: (231)722-4188

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

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

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

MUSKEGON



West Michigan's Shoreline City

November 19, 2003

Mr. Saib Btk
1254 Witham
North Muskegon, MI 49445

Dear Mr. Btk:

This letter is to inform you that your request to transfer ownership of the 2003 SDM licensed business at 1813 Getty will be presented to the City Commission on November 25, 2003. This meeting begins at 5:30 p.m. and is located in the Commission Chambers, 933 Terrace, Muskegon, MI.

This request has also been sent to the Marsh Field Neighborhood Association for their comments. It is Commission practice to let the Neighborhood Association know of any liquor license requests that are located within their boundaries. This allows for comments from the people who live there and not just from the owners of the business' who are located there.

If you have any questions, please feel free to contact me at 724-6705.

Sincerely,

A handwritten signature in cursive script that reads "Linda Potter".

Linda Potter
Deputy Clerk

MICHIGAN DEPARTMENT OF COMMERCE
LIQUOR CONTROL COMMISSION

RESOLUTION

2003-93(b)

At a Regular meeting of the City Commission
(Regular, or Special) (Township Board, City or Village Council)

called to order by Mayor Warnington on November 25, 2003 at 5:30 P.M.

the following resolution was offered:

Moved by Vice Mayor Schweifler and Supported by Commissioner Shepherd

That the request from Betak Enterprises, Inc. 1813 Getty, Muskegon, MI 49442, request to transfer ownership of the 2003 SDM licensed business from Antoo of Muskegon, Inc.

be considered for Recommendation
(Approval or Disapproval)

Approval

Yeas: 6

Nays: 0

Absent: 1

Disapproval

Yeas:

Nays:

Absent:

It is the consensus of this legislative body that the application be Recommended
(Recommended or
not Recommended) for issuance.

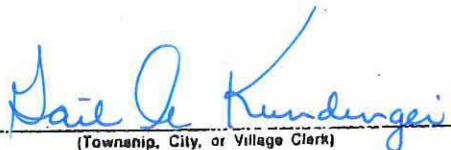
State of Michigan)
County of Muskegon) SS

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

City Commission at a Regular
(Regular or Special)

meeting held on the 25th of November, 2003.
(Date)

(Signed)


(Township, City, or Village Clerk)

Gail A. Kunderger, City Clerk
933 Terrace, Muskegon, MI 49440
(Address of Township, City or Village Board)

SEAL

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

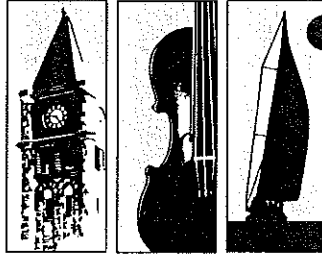
Public Works Dept.
(231)724-4100
FAX: (231)722-4188

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

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

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

MUSKEGON



West Michigan's Shoreline City

December 1, 2003

Liquor Control Commission
7150 Harris
PO Box 30005
Lansing, MI 48909-7505

REF: #227397
1813 Getty
Muskegon, MI 49442

To Whom It May Concern:

Enclosed is the Resolution and LC-1800 form for 1813 Getty Street.

Please do not hesitate to call me at (231) 724-6705 if you have any questions.

Sincerely,

Linda Potter
Deputy Clerk

Enc.

Commission Meeting Date: November 25, 2003

2003-93-d)

Date: November 12, 2003
To: Honorable Mayor and City Commissioners
From: Planning & Economic Development *abc*
RE: Sale of Non-Buildable Lot at 1057 Washington Avenue

SUMMARY OF REQUEST:

To approve the sale of a vacant non-buildable lot (Parcel #24-205-408-0003-00) at 1057 Washington Avenue to David Brockmyre, owner of 1451 Franklin Street, Muskegon, MI and James Lowery, of 1065 Washington Avenue, Muskegon, MI. Approval of this sale will allow the adjacent property owners to have homes located on buildable lots, as well as expanding their current yards. As is required by City policy, the subject parcel is being offered for \$100, and will be split between Mr. Brockmyer and Mr. Lowery and offered to them for \$50 each.

FINANCIAL IMPACT:

The sale of this lot will allow the property to be placed back on the City's tax rolls thus relieving the City of continued maintenance costs.

BUDGET ACTION REQUIRED:

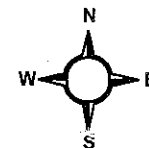
None.

STAFF RECOMMENDATION:

To approve the attached resolution and to authorize both the Mayor and the Clerk to sign the resolution and the deed.

COMMITTEE RECOMMENDATION:

Vacant Non-buildable City-Owned Lot Washington Avenue



CITY OF MUSKEGON

RESOLUTION 2003-93 (d)

RESOLUTION APPROVING THE SALE OF A CITY-OWNED NON-BUILDABLE LOT

WHEREAS, the City of Muskegon has received \$50 each from David Brockmyre, 17753 168th Avenue, Spring Lake, MI 49456 and James Lowery, 1065 Washington Avenue, Muskegon, MI 49441 for the purchase of a vacant, City-owned lot located adjacent to their properties at 1057 Washington Avenue (parcel #24-205-408-0003-00); and

WHEREAS, this lot is not considered buildable under the City's Zoning Ordinance; and

WHEREAS, the sale would enable the City to place this property back on the tax rolls, and would relieve the City of further maintenance; and

WHEREAS, the sale of this property would be in accordance with property disposition goals and policies of the City.

NOW, THEREFORE BE IT RESOLVED, CITY OF MUSKEGON REVISED PLAT OF 1903 BLK 480 LOT 3 be sold to David Brockmyre and James Lowery for \$100.

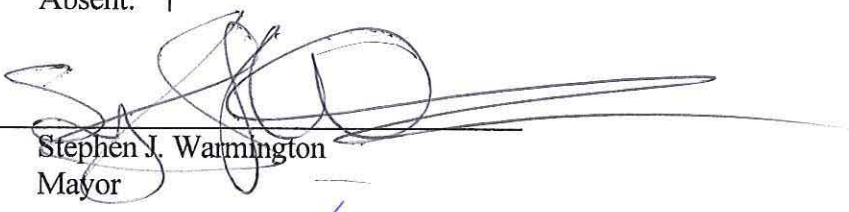
Resolution adopted this 25th day of November, 2003.

Ayes: 6

Nays: 0

Absent: 1

By: _____


Stephen J. Warmington
Mayor

Attest: _____

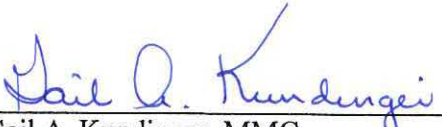

Gail A. Kunderger, MMC
Clerk

CERTIFICATION

This resolution was adopted at a regular meeting of the City Commission, held on November 25, 2003. The meeting was properly held and noticed pursuant to the Open Meetings Act of the State of Michigan, Act 267 of the Public Acts of 1976.

CITY OF MUSKEGON

By



Gail A. Kunding, MMC
Clerk

QUIT-CLAIM DEED

KNOW ALL MEN BY THESE PRESENTS: That the **CITY OF MUSKEGON**, a municipal corporation, of 933 Terrace Street, Muskegon, Michigan 49440,

QUIT CLAIMS to **DAVID BROCKMYRE**, a married man, of 17753 168th Avenue, Spring Lake, Michigan 49456, the following described premises situated in the City of Muskegon, County of Muskegon, State of Michigan, to wit:

CITY OF MUSKEGON REVISED PLAT OF 1903, THE SOUTH 55 FEET OF BLOCK 480, LOT 3

for the sum of: Fifty Dollars (\$50.00)

PROVIDED, HOWEVER, If the Grantee or adjoining property owner loses the adjoining property due to foreclosure or non-payment of taxes, the non-buildable lot shall revert to the Grantor. At that point in time when any lien covers both parcels or there are not liens on either parcel, the property owner may request and the Grantor shall agree to waive and terminate the reverter clause.

This deed is exempt from real estate transfer tax pursuant to the provisions of MCLA 207.505(h)(i) and MCLA 207.526 Sec. 6(h)(i).

Dated this 5th day of December, 2003.

Signed in the presence of:

Linda S. Potter
Linda S. Potter

Jo Ann Krukowski
Jo Ann Krukowski

CITY OF MUSKEGON

By Stephen J. Warmington, Its Mayor

and Gail A. Kunderger
Gail A. Kunderger, MMC, Its Clerk

STATE OF MICHIGAN
COUNTY OF MUSKEGON

The foregoing instrument was acknowledged before me this 5th day of December, 2003, by STEPHEN J. WARMINGTON and GAIL A. KUNDERGER, MMC, the Mayor and Clerk, respectively, of the CITY OF MUSKEGON, a municipal corporation, on behalf of the City.

PREPARED BY: John C. Schrier
Parmenter O'Toole
175 W. Apple Avenue/P.O. Box 786
Muskegon, MI 49443-0786
Telephone: 231/722-1621

WHEN RECORDED RETURN TO: Grantee

Linda S. Potter
Linda S. Potter, Notary Public
Muskegon County, Michigan
My Comm. Expires: 9-25-06

SEND SUBSEQUENT TAX BILLS TO: Grantee

QUIT-CLAIM DEED

KNOW ALL MEN BY THESE PRESENTS: That the **CITY OF MUSKEGON**, a municipal corporation, of 933 Terrace Street, Muskegon, Michigan 49440,

QUIT CLAIMS to **JAMES LOWERY**, a married man, of 1065 Washington Avenue, Muskegon, Michigan 49441, the following described premises situated in the City of Muskegon, County of Muskegon, State of Michigan, to wit:

CITY OF MUSKEGON REVISED PLAT OF 1903, THE NORTH 110 FEET OF BLOCK 480, LOT 3

for the sum of: Fifty Dollars (\$50.00)

PROVIDED, HOWEVER, If the Grantee or adjoining property owner loses the adjoining property due to foreclosure or non-payment of taxes, the non-buildable lot shall revert to the Grantor. At that point in time when any lien covers both parcels or there are not liens on either parcel, the property owner may request and the Grantor shall agree to waive and terminate the reverter clause.

This deed is exempt from real estate transfer tax pursuant to the provisions of MCLA 207.505(h)(i) and MCLA 207.526 Sec. 6(h)(i).

Dated this 5th day of December, 2003.

Signed in the presence of:

Linda S. Potter
Linda S. Potter

Jo Ann Krukowski
Jo Ann Krukowski

CITY OF MUSKEGON

By [Signature]
Stephen J. Warmington, Its Mayor

and Gail A. Kunding
Gail A. Kunding, MMC, Its Clerk

STATE OF MICHIGAN
COUNTY OF MUSKEGON

The foregoing instrument was acknowledged before me this 5th day of December, 2003, by STEPHEN J. WARMINGTON and GAIL A. KUNDINGER, MMC, the Mayor and Clerk, respectively, of the CITY OF MUSKEGON, a municipal corporation, on behalf of the City.

PREPARED BY: John C. Schrier
Parmenter O'Toole
175 W. Apple Avenue/P.O. Box 786
Muskegon, MI 49443-0786
Telephone: 231/722-1621

WHEN RECORDED RETURN TO: Grantee

Linda S. Potter
Linda S. Potter, Notary Public
Muskegon County, Michigan
My Comm. Expires: 9-25-06

SEND SUBSEQUENT TAX BILLS TO: Grantee

Commission Meeting Date: November 25, 2003

Date: November 5, 2003
To: Honorable Mayor and City Commissioners
From: Planning & Economic Development *ABC*
RE: 595 Oak Avenue - Return of Tax-Reverted Lot to the State

2003-93 - e)

SUMMARY OF REQUEST:

The unbuildable lot located at 595 Oak Avenue (parcel #24-205-049-0011-10) was erroneously offered to the City of Muskegon as a tax-reverted parcel earlier this year. It was included with over 80 other lots requested by the City in June 2003 and subsequently deeded to us by the State in August 2003. However, the State of Michigan doesn't own the property. After several discussions with the Muskegon County Register of Deeds and Equalization Departments, it was suggested that the easiest way to clear up the title confusion on the property was to simply deed it back to the State.

FINANCIAL IMPACT:

None.

BUDGET ACTION REQUIRED:

None.

STAFF RECOMMENDATION:

Authorize the Mayor and Clerk to sign the attached resolution and deed returning the property at 595 Oak Avenue to the State of Michigan.

COMMITTEE RECOMMENDATION:

CITY OF MUSKEGON

RESOLUTION #2003- 93 (e)

RESOLUTION APPROVING THE RETURN OF A CITY-OWNED NON-BUILDABLE LOT TO THE STATE OF MICHIGAN

WHEREAS, the City of Muskegon has received title to the property at 595 Oak Avenue, Muskegon, MI 49442 (parcel #24-205-049-0011-10) from the State of Michigan through the tax reversion process; and

WHEREAS, this lot was not in the ownership of the State of Michigan at the time of title transmission to the City; and

WHEREAS, the City of Muskegon wishes to return this property to the State of Michigan so the title can be cleared by the State.

NOW, THEREFORE BE IT RESOLVED, that THE CITY OF MUSKEGON REVISED PLAT OF 1903 W 60 FT OF E 66 FT LOT 11 BLK 49 be returned to the State of Michigan via a Quit Claim deed.

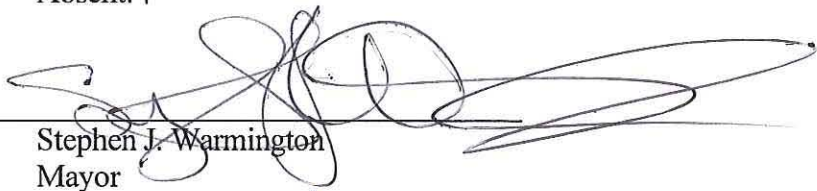
Resolution adopted this 25th day of November, 2003.

Ayes: 6

Nays: 0

Absent: 1

By: _____


Stephen J. Warmington
Mayor

Attest: _____

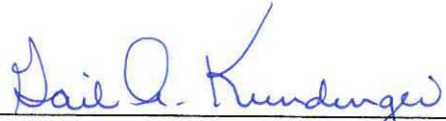

Gail A. Kunder, MMC
Clerk

CERTIFICATION

This resolution was adopted at a regular meeting of the City Commission, held on November 25, 2003. The meeting was properly held and noticed pursuant to the Open Meetings Act of the State of Michigan, Act 267 of the Public Acts of 1976.

CITY OF MUSKEGON

By

A handwritten signature in blue ink, reading "Gail A. Kunding", is written over a horizontal line.

Gail A. Kunding, MMC
Clerk

Quit Claim Deed

KNOW ALL MEN BY THESE PRESENTS: That the **CITY OF MUSKEGON**, a municipal corporation, of 933 Terrace Street, Muskegon, Michigan 49440,

QUIT CLAIMS TO: The **DEPARTMENT OF NATURAL RESOURCES** for the **STATE OF MICHIGAN**, of P.O. Box 30028, Lansing, Michigan 48909,

the property in the City of Muskegon, County of Muskegon, State of Michigan, which is described as follows:

City of Muskegon Revised Plat of 1903, West 60 feet of the East 66 feet of Lot 11, Block 49
(Common address: 595 Oak, Muskegon, Michigan)

for the sum of: Less than \$100.

This deed is exempt from county and state real estate transfer tax pursuant to MCL 207.505(a) and MCL 207.526(a), respectively.

Dated this 5th day of December, 2003.

Signed in the presence of:

Linda S. Potter
Linda S. Potter

Jo Ann Krukowski
Jo Ann Krukowski

CITY OF MUSKEGON

By [Signature]
Stephen J. Warmington, Its Mayor

and Gail A. Kunderger
Gail A. Kunderger, MMC, Its Clerk

STATE OF MICHIGAN
COUNTY OF MUSKEGON

The foregoing instrument was acknowledged before me this 5th day of December, 2003, by STEPHEN J. WARMINGTON and GAIL A. KUNDINGER, MMC, the Mayor and Clerk, respectively, of the CITY OF MUSKEGON, a municipal corporation, on behalf of the City.

PREPARED BY: John C. Schrier
Parmenter O'Toole
P.O. Box 786
Muskegon, MI 49443-0786
Telephone: (231) 722-1621
WHEN RECORDED RETURN TO: Grantee

Linda S. Potter
Linda S. Potter, Notary Public
Muskegon County, Michigan
My Comm. Expires: 9-25-06

SEND SUBSEQUENT TAX BILLS TO: Grantee

Potter, Linda

From: Anguilm, Lonna
Sent: Monday, December 01, 2003 9:12 AM
To: Potter, Linda
Subject: 595 Oak

This item was approved by Commission last Tuesday. After the deed is signed, I need you to return it to me. I will get it to Dan Joslyn from the County who is working with the State on this one and will take care of it for us.

Thanks!

Commission Meeting Date: November 25, 2003

2003-93 f)

Date: November 14, 2003
To: Honorable Mayor and City Commissioners
From: Planning & Economic Development CBL
RE: Vacation of the east/west alley in Block 1 of the Marcoux Sub. Of Block 38

SUMMARY OF REQUEST:

Request for vacation of the east/west alley in Block 1 of the Marcoux Sub. Of Block 38, bounded by Marcoux Ave., Getty St., Wesley Ave. and Mulder St.

FINANCIAL IMPACT:

None

BUDGET ACTION REQUIRED:

None

STAFF RECOMMENDATION:

Staff recommends vacation of the alley, with the condition that any relevant City easement rights be retained.

COMMITTEE RECOMMENDATION:

The Planning Commission recommended vacation of the alley at their 11/13 meeting, with the condition that any relevant City easement rights be retained. The vote was unanimous with B. Smith absent.

City of Muskegon
Planning Commission
Case # 2003-44



Staff Report [EXCERPT]
CITY OF MUSKEGON
PLANNING COMMISSION
REGULAR MEETING
November 13, 2003

Hearing; Case 2003-44: Staff-initiated request to vacate the east/west alley in Block 1 of the Marcous Sub. Of Block 38, bounded by Marcoux Ave., Getty St., Wesley Ave. and Mulder St.

BACKGROUND

Earlier this year, the Environmental Inspector for this area brought a situation to staff's attention regarding the properties at 613 and 625 S. Getty St. There is an unbuildable City-owned lot in between these two properties (619 S. Getty St.) and both property owners have been parking cars on it. The City's policy is to sell unbuildable lots to adjoining property owners, and staff has been working with both owners as they are both interested in purchasing it. Both of their homes are on lots that are also considered unbuildable and therefore they would have difficulty rebuilding their homes if they were to be destroyed. By adding portions of the City-owned lot to their properties, they would each then have a buildable lot, as they would each have more than 50 feet of frontage and over 6,000 square feet. They would also then have room to establish legal driveways to park on.

As staff looked into the sale of the lot to these two property owners, it was realized that there is an existing alley in between one of the property owners and the City-owned lot (in between 619 and 625 S. Getty). Only property owners who are adjacent to City-owned properties are eligible to purchase them, as lots are required to be joined to the property owner's original property. Staff has therefore been looking into the possibility of vacating the alley. If vacated, the alley would be evenly split between adjoining property owners, which would then make the properties at 619 and 625 S. Getty contiguous and would allow the property owner at 625 S. Getty to purchase a portion of the City-owned lot at 619 S. Getty.

There are no utilities within the subject alley, and therefore the Engineering Department and the Department of Public Works have no objections to the proposed vacation.

RESOLUTION #2003- 93 (f)

RESOLUTION TO VACATE A PUBLIC ALLEY

WHEREAS, a petition has been received to vacate the east/west alley in Block 1 of the Marcoux Sub. Of Block 38, City of Muskegon; and,

WHEREAS, the Planning Commission held a public hearing on November 13, 2003, to consider the petition and, subsequently, recommended the vacation; and,

WHEREAS, due notice had been given of said hearing as well as the November 25, 2003, 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 the alley, legally described as:

The entire east/west alley located in Block 1 of the Marcoux
Sub. Of Block 38 of the City of Muskegon, County of
Muskegon, State of Michigan.

BE IT FURTHER RESOLVED that the City Commission does hereby declare the said alley vacated and discontinued, provided, however, that this action on the part of the City Commission shall not operate so as to conflict with 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 alley hereby vacated, and it is hereby expressly declared that 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 easement which, in the sole judgment of the City, will interfere with the repair or maintenance of utilities in the easement, public or private.

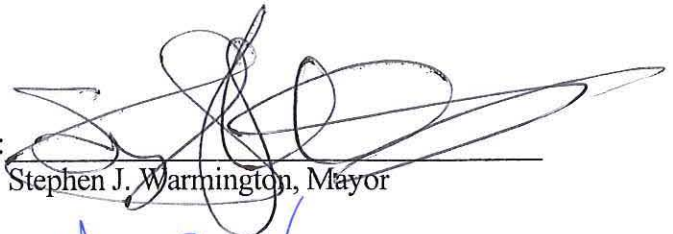
Adopted this 25th day of November, 2003.

Ayes: 6

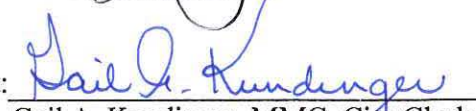
Nays: 0

Absent:1

By:

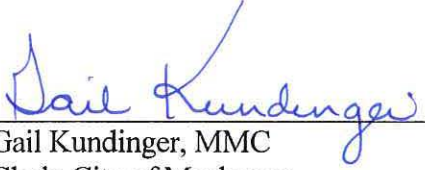

Stephen J. Warrington, Mayor

Attest:


Gail A. Kunderinger, MMC, City Clerk

CERTIFICATION (East/West Alley Vacation in Block 1 of the Marcoux Sub. Of Block 38)

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 November 25, 2003.



Gail Kunding, MMC
Clerk, City of Muskegon

needs 2nd
redlining

Commission Meeting Date: November 25, 2003

Date: November 14, 2003
To: Honorable Mayor and City Commissioners
From: Planning & Economic Development CBC
RE: Zoning Ordinance Amendment for Article II (Definitions)

2003-93 g)

SUMMARY OF REQUEST:

Request to amend Article II (Definitions) of the City's Zoning Ordinance in order to correct, add and delete various definitions as described in the attached ordinance.

FINANCIAL IMPACT:

None

BUDGET ACTION REQUIRED:

None

STAFF RECOMMENDATION:

Staff recommends amendment of the Zoning Ordinance as described above.

COMMITTEE RECOMMENDATION:

The Planning Commission recommended approval of the request at their 11/13 meeting.. The vote was unanimous with B. Smith absent.

2003-93-h)

Date: 11/28/03
To: Honorable Mayor and City Commission
From: DPW, Equipment Division
RE: Dump boxes and under body plows

SUMMARY OF REQUEST:

Authorize the purchase & installation of two (2) dump boxes and under body plows from Truck & Trailer Specialties for a total cost of \$47,496.00 which includes all necessary labor & materials. Truck & Trailer Specialties were the lowest responsible bidder (see attached bid tabulation).

FINANCIAL IMPACT:

Total Cost \$47,496.00

BUDGET ACTION REQUIRED:

None.

STAFF RECOMMENDATION:

Approve the purchase of 2 dump boxes and under body plows from Truck & Trailer Specialties.

2 Dump boxes and under body plows

[illegible]

Date: November 25, 2003

To: Honorable Mayor and City Commissioners

From: Finance Director

RE: Health Care Opt-Out Update

2003-93 i)

SUMMARY OF REQUEST: Previously, the commission approved a proposal to increase the employee healthcare opt-out payment amount from \$1,300 per year to \$3,000 per year provided that at least eight new participants enrolled to make it at least a break-even proposition for the city. This proposal was communicated to employees via payroll stuffers. Unfortunately, as of the November 1 cutoff, only four new employees had expressed serious interest in the program. Accordingly, staff recommends that the opt-out program payment remain at its current level.

FINANCIAL IMPACT: None.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: Keep program at current level.

COMMITTEE RECOMMENDATION: None

2003-93 3)

Date: November 17, 2003
To: Honorable Mayor and City Commissioners
From: Melissa Haug
RE: RFP for Hartshorn Management

SUMMARY OF REQUEST:

To authorize staff to present the RFP for contracting out the management of Hartshorn Marina to the Waterway's Commission for approval. Upon their approval we will be able to continue the process of contracting out the marina operations.

FINANCIAL IMPACT:

None

BUDGET ACTION REQUIRED:

None

STAFF RECOMMENDATION:

Approve

COMMITTEE RECOMMENDATION:

Date: November 17, 2003
To: Honorable Mayor and City Commissioners
From: Melissa Haug
Re: RFP for Hartshorn Management

I am requesting authorization to present the RFP for contracting out the marina management to the Waterway's Commission for their approval. Bill Boik of the DNR recommended doing this before we sent the RFP out to potential contractors. The Commission will meet in December and make their decision. Any final contracts that may be signed will need the Waterway's Commissions approval.

Thank you for your consideration.

**CITY OF MUSKEGON
REQUEST FOR PROPOSALS
MANAGEMENT SERVICES FOR HARTSHORN MUNICIPAL
MARINA**

The City of Muskegon is requesting proposals for the management of Hartshorn Marina located at 920 W. Western Avenue in Downtown Muskegon.

The marina was originally built in 1960, however, there have been many updates and improvements since then, including a complete upgrade of the electrical service in 2003. The facilities consist of a 137 slip Large Boat Basin (LBB), a 30 slip Small Boat Basin (SBB), a mooring field, and four separate launch ramp locations. Within the LBB is an office, restroom & shower building, two picnic shelters, and parking. This area is fenced off, and is accessed with a slide gate key system. The LBB offers both electricity & water with the rental of a slip. The SBB is also gated with a restroom & shower building. Water & electricity are not available. The mooring field currently accommodates 51 moorings, but has a capacity of 100 moorings. There are four separate launch ramp sites with a total of 20 boat ramps between the four sites.

Because the marina is a state grant in aide marina, there are many requirements with the management agreement that must be met. The management contract must comply with the rules and regulations of the State Waterways Commission and the DNR contract. Forty percent of all slip rentals must remain open for transient traffic, and cannot be rented out to seasonal boaters. Transient and seasonal slip fees are established each year by the Waterways Commission, and must be followed. The City of Muskegon is committed through the 2005 boating season by contract to utilize the state reservation system for harbors.

SUMMARY INFORMATION REGARDING THE MARINA

During the 2003 boating season, all seasonal slips were rented out. Transient traffic is well below the capacity of the marina. Financial numbers from the past 25 years, marina layout, and detailed income and expenditure statements are available from the Department of Leisure Services upon request.

BASIC DUTIES OF THE MANAGEMENT COMPANY

The duties of the Management Company will include, but not be limited to the following:

- Renting and maintaining seasonal/transient slip information & records
- Collecting launch ramp revenues
- Promotion of the marina
- Maintenance and operation of facilities
- Utilizing the state reservation system
- Accounting and reporting to the City of Muskegon

SUMMARY DESCRIPTION OF SUBMISSIONS OF PROPOSALS AND QUALIFICATIONS

If you are interested in being considered for this work, you are encouraged to visit the Marina located at 920 W. Western Ave. Please call to schedule an appointment since the marina is gated, and closed for the winter. You must then provide the following information in a sealed envelope:

1. A general profile of your company describing your history, scope of management services provided, and experience with managing marinas, or similar facilities.
2. List the company's corporate officers and/or owners.
3. List the staff who will be assigned to manage the marina and provide their technical qualifications and professional resume, being specific as to their role in the operation.
4. List your experience working with governmental agencies.
5. Provide a narrative of how you would manage the facility and determine the most cost efficient ways of providing services to customers.
6. Name of corporate liability and professional liability insurance carrier and the terms of the policies, including deductible limits.
7. Present the firms proposed fee and terms and conditions for managing the facility including the length of the proposed contract.
8. Present a list of references for operation of marina or similar facilities.

The City will evaluate each firm based on the information provided. A contract will then be negotiated beginning with the top rated company. Any contract for final approval will need approval by the State Waterways Commission, and the City Commission. If a contract cannot be reached with the top rated company, negotiations will continue with the next highest ranked company.

and so on until a management firm is under contract, or the City decides to continue operating the facilities.

The City of Muskegon reserves the absolute right to reject any proposal for any reason, and to negotiate contract provisions, which are different from those negotiated with another applicant.

Please submit your response with five (5) copies by 2:00 P.M. on Tuesday, January 20, 2004 to:

City Clerk
City of Muskegon
P.O Box 536
Muskegon, MI 49443

There will be a pre-bid conference on Thursday, January 8, 2004 at 10:00 A.M. in the second floor conference room at City Hall.

If you have any questions concerning this proposal, please contact:

Melissa Haug
Department of Leisure Services
P.O. Box 536
Muskegon, MI 49443
Phone: 231-724-6776

2003-94 e)

Date: November 25, 2003
To: Honorable Mayor and City Commissioners
From: Gail A. Kunding, City Clerk
RE: Liquor License Request
Wood Street Market
1149 Wood Street

SUMMARY OF REQUEST: The Liquor Control Commission seeks local recommendation on a request from Christian Kado for a new SDD license to be held in conjunction with the proposed ownership transfer of the 2003 SDM license from Steven C. Cornell.

FINANCIAL IMPACT: None.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: All departments are recommending approval pending final inspection.

Muskegon Police Department

Anthony L. Kleibecker

Chief of Police



980 Jefferson Street P.O. Box 536 Muskegon Michigan 49443-0536
(231) 724-6750 (231) 722-5140 *fax*
www.muskegonpolice.com

November 6, 2003

To: City Commission through the City Manager

From: *A. L. Kleibecker*
Anthony L. Kleibecker, Chief of Police

Re: Liquor License Request – New SDD license and transfer of SDM license
1149 Wood St. (Wood Street Market)

The Muskegon Police Department has received a request from the Michigan Liquor Control Commission for an investigation of applicant Christian Kado of 2263 Lawnel in Norton Shores.

Mr. Kado is requesting a new SDD license to be held in conjunction with Proposed Ownership Transfer of 2003 SDM license from Steven C. Cornell, owner of the Wood Street Market. Mr. Kado is involved in at least two other alcohol-serving establishments in the City of Muskegon and is familiar with local alcohol-related laws and ordinances. His last license transfer was on March 11, 2002 when he obtained the Family Foods store at 1157 Third Street.

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

ALK/dl

To: Chief Tony Kleibecker

From: Det. Kurt Dykman

Date: 11-06-03

Re: Liquor License Transfer

Chief Kleibecker,

The Muskegon Police Department has received a request from the Michigan Liquor Control Commission for an investigation from applicant Christian Kado, LLC. of 2263 Lawnel, Muskegon, Mi. 49441.

Christian Kado is requesting a New SDD license, to be held in conjunction with Proposed Ownership Transfer of 2003 SDM license from Steven C. Cornell.

Mr. Kado is currently involved in at least two other alcohol serving establishments located with the City of Muskegon; he has been cooperative and has been providing a favorable service to the city. Mr. Kado's last license transfer was on 3-11-2002 when he obtained Family Food, 1157 Third Street. A check of MPD records and Criminal History showed no reason to deny this request.

Respectfully submitted,



Det. Kurt Dykman

data/common/KadoWood

RECEIVED

NOV 06 2002

MUSKEGON POLICE DEPT.
CHIEF of POLICE



State of Michigan
Jennifer M. Granholm, Governor

Department of Consumer & Industry Services
David C. Hollister, Director

233193 10-20-03 TMM
Liquor Control Commission
7150 Harris Drive
P.O. Box 30005
Lansing, Michigan 48909-7505
(517) 322-1345
Fax: (517) 322-6137

POLICE INVESTIGATION REQUEST

(Authorized by MCL 436.1(4))

October 16, 2003

Request ID#: 233193

Muskegon Police Department
Attn: Chief of Police
980 Jefferson Street, PO Box 536
Muskegon, MI 49443-0536
Chief Law Enforcement Officer

Applicant: Christian Kado, LLC, requests to transfer ownership on 2003 SDM licensed business, located at 1149 Wood, Muskegon, MI 49442 in Muskegon County, from Steven C. Cornell.

Attorney: Michael L. Rolf, 175 W Apple Ave, PO Box 786, Muskegon, MI 49440-1347 (231) 722-1621

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

Forward your report and recommendations of the applicant to the Licensing Division.

(X) Please include fingerprint card(s) and \$30.00 for each card, and mail to the Michigan Liquor Control Commission. *(None Needed)*

If you have any questions, contact the Licensing Division at (517) 322-1400.

sr

RECEIVED

OCT 22 2003

MUSKEGON POLICE DEPT.
CHIEF of POLICE

POLICE INSPECTION REPORT ON LIQUOR LICENSE REQUEST
(Authorized by MCL 436.1217)

Michigan Department of Consumer & Industry Services
MICHIGAN LIQUOR CONTROL COMMISSION
7150 Harris Drive
P.O. Box 30005
Lansing, Michigan 48909-7505

RID: 233193

Important: Please conduct your investigation as soon as possible and complete all four sections of this report.
Return the completed report and fingerprint cards to the Commission.

BUSINESS NAME AND ADDRESS: (include zip code) Christian Kado, LLC
1149 Wood, Muskegon 49442 Muskegon County (231) 722-3376

REQUEST FOR: Transfer ownership on 2003 SDM licensed business from Steven C. Cornell.

Section 1. APPLICANT INFORMATION	
APPLICANT #1: Christian Kado	APPLICANT #2:
HOME ADDRESS AND AREA CODE/PHONE NUMBER: 2263 Lawnel Muskegon, MI 49441 (231) 755-0011	HOME ADDRESS AND AREA CODE/PHONE NUMBER:
DATE OF BIRTH: 8-15-76 If the applicant is not a U.S. Citizen: ☐ Does the applicant have permanent Resident Alien status? ☒ Yes ☐ No ☐ Does the applicant have a Visa? Enter status: Date fingerprinted: None Needed	DATE OF BIRTH: If the applicant is not a U.S. Citizen: ☐ Does the applicant have permanent Resident Alien status? ☐ Yes ☐ No ☐ Does the applicant have a Visa? Enter status: Date fingerprinted:
Attach the fingerprint card and \$30.00 for each card and mail to the Michigan Liquor Control Commission.	
ARREST RECORD: ☐ Felony ☐ Misdemeanor Enter record of all arrests & convictions (attach a signed and dated report if more space is needed)	ARREST RECORD: ☐ Felony ☐ Misdemeanor Enter record of all arrests & convictions (attach a signed and dated report if more space is needed)

Section 2. Investigation of Business and Address to be Licensed
Does applicant intend to have dancing or entertainment? ☒ No ☐ Yes, complete LC-693N, Police Investigation Report: Dance/Entertainment Permit
Are gas pumps on the premises or directly adjacent? ☒ No ☐ Yes, explain relationship:

Section 3. Local and State Codes and Ordinances, and General Recommendations
Will the applicant's proposed location meet all appropriate state and local building, plumbing, zoning, fire, sanitation and health laws and ordinances, if this license is granted? ☒ Yes ☐ No
If you are recommending approval subject to certain conditions, list the conditions: (attach a signed and dated report if more space is needed)

Section 4. Recommendation
From your investigation:
1. Is this applicant qualified to conduct this business if licensed? ☒ Yes ☐ No
2. Is the proposed location satisfactory for this business? ☒ Yes ☐ No
3. Should the Commission grant this request? ☒ Yes ☐ No
4. If any of the above 3 questions were answered no, state your reasons: (Attach a signed and dated report if more space is needed)

R. L. Kleindorfer
Signature (Sheriff or Chief of Police)
Muskegon Police Department

11-10-03
Date

MICHIGAN DEPARTMENT OF CONSUMER & INDUSTRY SERVICES
LIQUOR CONTROL COMMISSION

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

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

233194
10-22-03
TKM

Muskegon Police Department
Chief of Police
1990 E. Apple - 980 JEFFERSON
Muskegon, Michigan 49443

October 20 2003

Request I.D.#233194

Chief of Law Enforcement Office

Applicant: CHRISTIAN KADO, LLC requesting a New Specially Designated Distributor License, located at 1149 Wood, Muskegon Michigan, 49442, Muskegon County, to be held in conjunction with Proposed Transfer Ownership 2003 Specially Designated Merchant License from Steven C Cornell (R.I.D.#233193).

MEMBER:

Christian Kado
2263 Lawnel
Muskegon, Michigan 49441

Business Phone: (231)578-6902
Home Phone: (231)755-0011

ATTORNEY:

Michael L. Rolf
175 West Apple Avenue
Muskegon, Michigan 49443

Business Phone: (231)722-1621

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

Forward your report and recommendations of the applicant to the Licensing Division.

☒ **NO FINGERPRINTS NECESSARY**

☐ **PLEASE INCLUDE FINGERPRINT CARDS AND \$30.00 FOR EACH CARD, AND MAIL TO THE MICHIGAN LIQUOR CONTROL COMMISSION.**

If you have any questions, contact the Licensing Division at (517) 322-1400.

jr

RECEIVED

OCT 27 2003

MUSKEGON POLICE DEPT.
CHIEF of POLICE

POLICE INSPECTION REPORT ON LIC OR LICENSE REQUEST

(Authorized by MCL 436.1217)

Michigan Department of Consumer & Industry Services

MICHIGAN LIQUOR CONTROL COMMISSION

7150 Harris Drive

P.O. Box 30005

Lansing, Michigan 48909-7505

233194

10-22-03

THA

RID: 233194

**Important: Please conduct your investigation as soon as possible and complete all four sections of this report.
Return the completed report and fingerprint cards to the Commission.**

CHRISTIAN KADO, LLC

1149 Wood, Muskegon Michigan, 49442, Muskegon County

REQUEST FOR: A New Specially Designated Distributor License, to be held in conjunction with Proposed Transfer Ownership 2003
Specially Designated Merchant License from Steven C Cornell (R.I.D.#233193)

Section 1.**APPLICANT INFORMATION**

APPLICANT #1:

APPLICANT #2:

HOME ADDRESS AND AREA CODE/PHONE NUMBER:

HOME ADDRESS AND AREA CODE/PHONE NUMBER:

DATE OF BIRTH:

If the applicant is not a U.S. Citizen:

☐ Does the applicant have permanent Resident Alien status?☒ Yes ☐ No☐ Does the applicant have a Visa? Enter status:

Date fingerprinted: NONE NEEDED

DATE OF BIRTH:

If the applicant is not a U.S. Citizen:

☐ Does the applicant have permanent Resident Alien status?☐ Yes ☐ No☐ Does the applicant have a Visa? Enter status:

Date fingerprinted:

Attach the fingerprint card and \$30.00 for each card and mail to the Michigan Liquor Control Commission.ARREST RECORD: ☐ Felony ☐ Misdemeanor

Enter record of all arrests & convictions (attach a signed and dated report if more space is needed)

ARREST RECORD: ☐ Felony ☐ Misdemeanor

Enter record of all arrests & convictions (attach a signed and dated report if more space is needed)

Section 2.**Investigation of Business and Address to be Licensed**

Does applicant intend to have dancing or entertainment?

☒ No ☐ Yes, complete LC-693N, Police Investigation Report: Dance/Entertainment PermitAre gas pumps on the premises or directly adjacent? ☒ No ☐ Yes, explain relationship:**Section 3.****Local and State Codes and Ordinances, and General Recommendations**Will the applicant's proposed location meet all appropriate state and local building, plumbing, zoning, fire, sanitation and health laws and ordinances, if this license is granted? ☒ Yes ☐ No

If you are recommending approval subject to certain conditions, list the conditions: (attach a signed and dated report if more space is needed)

Section 4.**Recommendation**

From your investigation:

1. Is this applicant qualified to conduct this business if licensed?

☒ Yes ☐ No

2. Is the proposed location satisfactory for this business?

☒ Yes ☐ No

3. Should the Commission grant this request?

☒ Yes ☐ No

4. If any of the above 3 questions were answered no, state your reasons: (Attach a signed and dated report if more space is needed)

Signature (Sheriff or Chief of Police)

MUSKEGON CITY POLICE DEPARTMENT

Date

10-20-03

LIQUOR LICENSE REVIEW FORM

Business Name: Wood Street Market

AKA Business Name (if applicable): _____

Operator/Manager's Name: Christian Kado

Business Address: 1149 Wood
Muskegon, MI

Reason for Review:

New License ☐ Transfer of Ownership ☒ Dance Permit ☐

Drop/Add Name on License ☐ Transfer Location ☐

Drop/Add Stockholder Name ☐ New Entertainment Permit ☐

Other _____

Deadline for receipt of all information: _____

Police Department Approved ☒ Denied ☐ No Action Needed ☐ *all 11-10-03*

Income Tax Approved ☐ Owing ☐ Amount: _____

Treasurer Approved ☐ Owing ☐ Amount: _____

Zoning Approved ☐ Denied ☐ Pending ZBA ☐

Clerk's Approved ☐ Owing ☐ Amount: _____

Fire/Inspection Services Compliance ☐ Remaining Defects _____

Department Signature _____

Gail A. Kunder, City Clerk
Liquor License Coordinator



State of Michigan
Jennifer M. Granholm, Governor

Department of Consumer & Industry Services
David C. Hollister, Director

Liquor Control Commission
7150 Harris Drive
P.O. Box 30005
Lansing, Michigan 48909-7505
(517) 322-1345
Fax: (517) 322-6137

LOCAL GOVERNMENT 15-DAY NOTICE

[Authorized by MAC 436.1105 (2d)(3)]

October 16, 2003

Request ID: 233193

Muskegon City Council
Attn: Clerk
933 Terrace Street
PO Box 536
Muskegon, MI 49443-0536

The Liquor Control Commission has received an application from: Christian Kado, LLC, requesting to transfer ownership on 2003 SDM licensed business, located at 1149 Wood, Muskegon, MI 49442 in Muskegon County, from Steven C. Cornell.

Member: Christian Kado, 2263 Lawnel, Muskegon, MI 49441 (231) 755-0011

Attorney: Michael L. Rolf, 175 W Apple Ave, PO Box 786, Muskegon, MI 49440-1347 (231) 722-1621

Specially Designated Merchant (SDM) licenses permit the sale of beer and wine for consumption off the premises only. Specially Designated Distributor (SDD) licenses permit the sale of alcoholic liquor, other than beer and wine under 21 per cent alcohol by volume, for consumption off the premises only.

For your information, part of the investigation of the application is conducted by the local law enforcement agency and investigative forms will be released to them either in person or by mail.

Although local governing body approval is not required by the Michigan Liquor Control Act for off-premise licenses, the local governing body, or its designee, may notify the Commission within 15 days of receipt of this letter if the applicant location will not be in compliance with all appropriate state and local building, plumbing, zoning, fire, sanitation and health laws and ordinances, or if the applicant is considered ineligible due to other factors.

All conditions of non-compliance must be outlined in detail, indicating the laws and ordinances applicable in this case, with a copy of the law and/or ordinance submitted with notification.

PLEASE RETURN YOUR RESPONSE TO:

Michigan Liquor Control Commission
Licensing Division
P.O. Box 30005
Lansing, Michigan 48909-7505

sr

10-20-03

LIQUOR LICENSE REVIEW FORM

Business Name: Wood Street Market

AKA Business Name (if applicable): _____

Operator/Manager's Name: Christian Kado

Business Address: 1149 Wood
Muskegon, MI

Reason for Review:

New License ☐ Transfer of Ownership ☒ Dance Permit ☐

Drop/Add Name on License ☐ Transfer Location ☐

Drop/Add Stockholder Name ☐ New Entertainment Permit ☐

Other _____

Deadline for receipt of all information: _____

Police Department Approved ☐ Denied ☐ No Action Needed ☐

Income Tax Approved ☒ Owing ☐ Amount: _____

Treasurer Approved ☐ Owing ☐ Amount: _____

Zoning Approved ☐ Denied ☐ Pending ZBA ☐

Clerk's Approved ☐ Owing ☐ Amount: _____

Fire/Inspection Services Compliance ☐ Remaining Defects _____

Department Signature 

Gail A. Kunder, City Clerk
Liquor License Coordinator

10-20-03

LIQUOR LICENSE REVIEW FORM

Business Name: Wood Street Market

AKA Business Name (if applicable): _____

Operator/Manager's Name: Christian Kado

Business Address: 1149 Wood
Muskegon, MI

Reason for Review:

New License ☐ Transfer of Ownership ☒ Dance Permit ☐

Drop/Add Name on License ☐ Transfer Location ☐

Drop/Add Stockholder Name ☐ New Entertainment Permit ☐

Other _____

Deadline for receipt of all information: _____

Police Department Approved ☐ Denied ☐ No Action Needed ☐

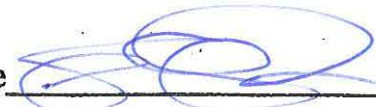
Income Tax Approved ☐ Owing ☐ Amount: _____

Treasurer Approved ☒ Owing ☐ Amount: _____

Zoning Approved ☐ Denied ☐ Pending ZBA ☐

Clerk's Approved ☐ Owing ☐ Amount: _____

Fire/Inspection Services Compliance ☐ Remaining Defects _____

Department Signature  _____

Gail A. Kunder, City Clerk
Liquor License Coordinator

10-20-03

LIQUOR LICENSE REVIEW FORM

RECEIVED

OCT 21 2003

CITY OF MUSKOGEE
PLANNING DEPARTMENT

Business Name: Wood Street Market

AKA Business Name (if applicable): _____

Operator/Manager's Name: Christian Kado

Business Address: 1149 Wood
Muskegon, MI

Reason for Review:

New License ☐ Transfer of Ownership ☒ Dance Permit ☐

Drop/Add Name on License ☐ Transfer Location ☐

Drop/Add Stockholder Name ☐ New Entertainment Permit ☐

Other _____

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Police Department Approved ☐ Denied ☐ No Action Needed ☐

Income Tax Approved ☐ Owing ☐ Amount: _____

Treasurer Approved ☐ Owing ☐ Amount: _____

Zoning Approved ☒ Denied ☐ Pending ZBA ☐

Clerk's Approved ☐ Owing ☐ Amount: _____

Fire/Inspection Services Compliance ☐ Remaining Defects _____

Department Signature Phil Canera

Gail A. Kundinger, City Clerk
Liquor License Coordinator

10-20-03

LIQUOR LICENSE REVIEW FORM

Business Name: Wood Street Market

AKA Business Name (if applicable): _____

Operator/Manager's Name: Christian Kado

Business Address: 1149 Wood
Muskegon, MI

Reason for Review:

New License ☐ Transfer of Ownership ☒ Dance Permit ☐

Drop/Add Name on License ☐ Transfer Location ☐

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Other _____

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Treasurer Approved ☐ Owing ☐ Amount: _____

Zoning Approved ☐ Denied ☐ Pending ZBA ☐

Clerk's Approved ☒ Owing ☐ Amount: _____

Fire/Inspection Services Compliance ☐ Remaining Defects _____

Department Signature _____

Gail A. Kundinger, City Clerk
Liquor License Coordinator

10-20-03

LIQUOR LICENSE REVIEW FORM

Business Name: Wood Street Market

AKA Business Name (if applicable): _____

Operator/Manager's Name: Christian Kado

Business Address: 1149 Wood
Muskegon, MI

Reason for Review:

New License ☐ Transfer of Ownership ☒ Dance Permit ☐

Drop/Add Name on License ☐ Transfer Location ☐

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Other _____

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Police Department Approved ☐ Denied ☐ No Action Needed ☐

Income Tax Approved ☐ Owing ☐ Amount: _____

Treasurer Approved ☐ Owing ☐ Amount: _____

Zoning Approved ☐ Denied ☐ Pending ZBA ☐

Clerk's Approved ☐ Owing ☐ Amount: _____

Fire/Inspection Services Compliance ☒ Remaining Defects _____

Department Signature

Gail A. Kundinger

10-21-03

Gail A. Kundinger, City Clerk
Liquor License Coordinator

10-20-03

LIQUOR LICENSE REVIEW FORM

Business Name: Wood Street Market

AKA Business Name (if applicable): _____

Operator/Manager's Name: Christian Kado

Business Address: 1149 Wood
Muskegon, MI

Reason for Review:

New License ☐ Transfer of Ownership ☒ Dance Permit ☐

Drop/Add Name on License ☐ Transfer Location ☐

Drop/Add Stockholder Name ☐ New Entertainment Permit ☐

Other _____

Deadline for receipt of all information: _____

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Income Tax Approved ☐ Owing ☐ Amount: _____

Treasurer Approved ☐ Owing ☐ Amount: _____

Zoning Approved ☐ Denied ☐ Pending ZBA ☐

Clerk's Approved ☐ Owing ☐ Amount: _____

Fire/Inspection Services Compliance ☐ Remaining Defects Requires
inspection. Owner should
call 724-6715 to schedule.

Department Signature Robert B. Dubinski 10/21/03

Gail A. Kunder, City Clerk
Liquor License Coordinator

MICHIGAN DEPARTMENT OF CONSUMER & INDUSTRY SERVICES
LIQUOR CONTROL COMMISSION
7150 Harris Drive
P.O. Box 30005
Lansing, Michigan 48909-7505
LOCAL GOVERNMENT 15-DAY NOTICE
[Authorized by MAC 436.1105 (2d)(3)]

Muskegon City Council
Clerk
933 Terrace Street
PO Box 536
Muskegon, Michigan 49443-0536

October 20, 2003

Request I.D.#233194

The Liquor Control Commission has received an application from: CHRISTIAN KADO, LLC requesting a New Specially Designated Distributor License, located at 1149 Wood, Muskegon Michigan, 49442, Muskegon County, to be held in conjunction with Proposed Transfer Ownership 2003 Specially Designated Merchant License from Steven C Cornell (R.I.D.#233193).

MEMBER:

**Christian Kado
2263 Lawnel
Muskegon, Michigan 49441**

**Business Phone: (231)578-6902
Home Phone: (231)755-0011**

ATTORNEY:

**Michael L. Rolf
175 West Apple Avenue
Muskegon, Michigan 49443**

Business Phone: (231)722-1621

Specially Designated Merchant (SDM) licenses permit the sale of beer and wine for consumption, off the premises only. Specially Designated Distributor (SDD) licenses permit the sale of alcoholic liquor, other than beer and wine under 21 per cent alcohol by volume, for consumption off the premises only.

For your information, part of the investigation of the application is conducted by the local law enforcement agency and investigative forms will be released to them either in person or by mail.

Although local governing body approval is not required by the Michigan Liquor Control Act for off-premise licenses, the local governing body, or its designee, may notify the Commission within 15 days of receipt of this letter if the applicant location will not be in compliance with all appropriate state and local building, plumbing, zoning, fire, sanitation and health laws and ordinances, or if the applicant is considered ineligible due to other factors.

All conditions of non-compliance must be outlined in detail, indicating the laws and ordinances applicable in this case, with a copy of the law and/or ordinance submitted with notification.

PLEASE RETURN YOUR RESPONSE TO:

Michigan Liquor Control Commission
Licensing Division
P.O. Box 30005
Lansing, Michigan 48909-7505

jr

10-24-03

LIQUOR LICENSE REVIEW FORM

Business Name: Wood Street Market

AKA Business Name (if applicable): _____

Operator/Manager's Name: Christian Kado

Business Address: 1149 Wood
Muskegon, MI

Reason for Review:

New License ☒ ^{SDD} Transfer of Ownership ☐ Dance Permit ☐

Drop/Add Name on License ☐ Transfer Location ☐

Drop/Add Stockholder Name ☐ New Entertainment Permit ☐

Other _____

Deadline for receipt of all information: _____

Police Department Approved ☐ Denied ☐ No Action Needed ☐

Income Tax Approved ☒ Owing ☐ Amount: _____

Treasurer Approved ☐ Owing ☐ Amount: _____

Zoning Approved ☐ Denied ☐ Pending ZBA ☐

Clerk's Approved ☐ Owing ☐ Amount: _____

Fire/Inspection Services Compliance ☐ Remaining Defects _____

Department Signature Danell D J

Gail A. Kundinger, City Clerk
Liquor License Coordinator

Invoice Header

Next Screen

Go to Detail

Organization #

900

Invoice #

9832677

Customer #

42237

Name

STEVEN/JANICE CORNELL

Mailing Address #

0

Operator

Invoice Total

122.00

Invoice Date

100303

Open Balance

122.00+

Suppress Print

☐

Date/Time of Incident

92503

Collection Agency Date

0

Lite Screen Option

☐

A/R Type

LN LIENABLE ITEM

Payment Terms

30 DUE 30 DAYS-1%/MONT

DUE 30 DAYS-1%/MONTH LATE FEE

Description

MOWING FEE - 1149 WOOD - (D/S) 09/25/03

#24205249000700

QUESTIONS? CALL DAN C. (231) 724-3900 (7524)

Add	Chg	Del	Inq	First	Back	Next	Last	OK
-----	-----	-----	-----	-------	------	------	------	----

10-24-03

RECEIVED

OCT 30 2003

CITY OF MUSKEGON
PLANNING DEPARTMENT

LIQUOR LICENSE REVIEW FORM

Business Name: Wood Street Market

AKA Business Name (if applicable): _____

Operator/Manager's Name: Christian Kado

Business Address: 1149 Wood
Muskegon, MI

Reason for Review:

New License ☒ ^{SDD} Transfer of Ownership ☐ Dance Permit ☐

Drop/Add Name on License ☐ Transfer Location ☐

Drop/Add Stockholder Name ☐ New Entertainment Permit ☐

Other _____

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Treasurer Approved ☐ Owing ☐ Amount: _____

Zoning Approved ☒ Denied ☐ Pending ZBA ☐

Clerk's Approved ☐ Owing ☐ Amount: _____

Fire/Inspection Services Compliance ☐ Remaining Defects _____

Department Signature Pat Carver

Gail A. Kundinger, City Clerk
Liquor License Coordinator

10-24-03

LIQUOR LICENSE REVIEW FORM

Business Name: Wood Street Market

AKA Business Name (if applicable): _____

Operator/Manager's Name: Christian Kado

Business Address: 1149 Wood
Muskegon, MI

Reason for Review:

New License ☒ ^{SDD} Transfer of Ownership ☐ Dance Permit ☐

Drop/Add Name on License ☐ Transfer Location ☐

Drop/Add Stockholder Name ☐ New Entertainment Permit ☐

Other _____

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Income Tax Approved ☐ Owing ☐ Amount: _____

Treasurer Approved ☐ Owing ☐ Amount: _____

Zoning Approved ☐ Denied ☐ Pending ZBA ☐

Clerk's Approved ☒ Owing ☐ Amount: _____

Fire/Inspection Compliance ☐ Remaining Defects _____
Services _____

Department Signature _____

Gail A. Kunder, City Clerk
Liquor License Coordinator

10-24-03

LIQUOR LICENSE REVIEW FORM

Business Name: Wood Street Market

AKA Business Name (if applicable): _____

Operator/Manager's Name: Christian Kado

Business Address: 1149 Wood
Muskegon, MI

Reason for Review:

New License ☒ ⁵⁰⁰ Transfer of Ownership ☐ Dance Permit ☐

Drop/Add Name on License ☐ Transfer Location ☐

Drop/Add Stockholder Name ☐ New Entertainment Permit ☐

Other _____

Deadline for receipt of all information: _____

Police Department Approved ☐ Denied ☐ No Action Needed ☐

Income Tax Approved ☐ Owing ☐ Amount: _____

Treasurer Approved ☐ Owing ☒ Amount: \$152.00 (PRINT-OUT OF TWO INVOICES ATTACHED)

Zoning Approved ☐ Denied ☐ Pending ZBA ☐

Clerk's Approved ☐ Owing ☐ Amount: _____

Fire/Inspection Services Compliance ☐ Remaining Defects _____

* BUSINESS OWNER MUST ALSO FILE A PERSONAL PROPERTY TAX STATEMENT WITH THE ASSESSOR.
M. Smith
10/30/03

Department Signature _____

Gail A. Kundinger, City Clerk
Liquor License Coordinator

10-24-03

LIQUOR LICENSE REVIEW FORM

Business Name: Wood Street Market

AKA Business Name (if applicable): _____

Operator/Manager's Name: Christian Kado

Business Address: 1149 Wood
Muskegon, MI

Reason for Review:

New License ☒ ^{SDD} Transfer of Ownership ☐ Dance Permit ☐

Drop/Add Name on License ☐ Transfer Location ☐

Drop/Add Stockholder Name ☐ New Entertainment Permit ☐

Other _____

Deadline for receipt of all information: _____

Police Department Approved ☐ Denied ☐ No Action Needed ☐

Income Tax Approved ☐ Owing ☐ Amount: _____

Treasurer Approved ☐ Owing ☐ Amount: _____

Zoning Approved ☐ Denied ☐ Pending ZBA ☐

Clerk's Approved ☐ Owing ☐ Amount: _____

Fire/Inspection Services Compliance ☐ Remaining Defects _____

Owner shall call for
Inspection 7246792

Department Signature Mayor McIntyre

Gail A. Kundering, City Clerk
Liquor License Coordinator

10-24-03

LIQUOR LICENSE REVIEW FORM

Business Name: Wood Street Market

AKA Business Name (if applicable): _____

Operator/Manager's Name: Christian Kado

Business Address: 1149 Wood

Muskegon, MI

Reason for Review:

New License ☒ ^{SDD} Transfer of Ownership ☐ Dance Permit ☐

Drop/Add Name on License ☐ Transfer Location ☐

Drop/Add Stockholder Name ☐ New Entertainment Permit ☐

Other _____

Deadline for receipt of all information: _____

Police Department Approved ☐ Denied ☐ No Action Needed ☐

Income Tax Approved ☐ Owing ☐ Amount: _____

Treasurer Approved ☐ Owing ☐ Amount: _____

Zoning Approved ☐ Denied ☐ Pending ZBA ☐

Clerk's Approved ☐ Owing ☐ Amount: _____

Fire/Inspection
Services

Compliance ☐

Remaining Defects

Requires inspection.
New owner to call
+ schedule 724-6715

Department Signature

Robert B. Labeak 11/3/03

Gail A. Kundinger, City Clerk
Liquor License Coordinator

CHRISTIAN A. KADO
RAWA S. SADEK
2263 LAWNEL
MUSKEGON, MI 49441
231-755-0011

1393

74-1394/724

10-31-03

DATE

PAY TO THE
ORDER OF

City of muskegon

\$ 450 =

Four hundred fifty Dollars

DOLLARS



Security
Features
Built-in
Free

COMMUNITY
SHORES BANK
MUSKEGON, MI 49441

FOR

Expense fee

MP

⑆072413942⑆ 0000016447⑆

1393

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

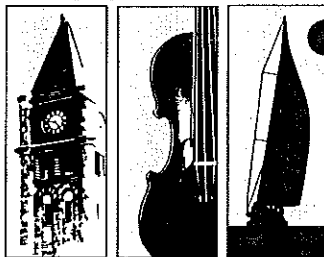
Public Works Dept.
(231)724-4100
FAX: (231)722-4188

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

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

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

MUSKEGON



West Michigan's Shoreline City

November 19, 2003

Mr. Christian Kado
2263 Lawnel
Muskegon, MI 49441

Dear Mr. Kado:

This letter is to inform you that your request for a new SDD license to be held in conjunction with the proposed ownership transfer of the 2003 SDM license from Steven Cornell at 1149 Wood will be presented to the City Commission on November 25, 2003. This meeting begins at 5:30 p.m. and is located in the Commission Chambers, 933 Terrace, Muskegon, MI.

This request has also been sent to the McLaughlin Neighborhood Association for their comments. It is Commission practice to let the Neighborhood Association know of any liquor license requests that are located within their boundaries. This allows for comments from the people who live there and not just from the owners of the business' who are located there.

If you have any questions, please feel free to contact me at 724-6705.

Sincerely,

A handwritten signature in cursive script that reads 'Linda Potter'.

Linda Potter
Deputy Clerk

Affirmative Action
616/724-6703
FAX/722-1214

Assessor
616/724-6708
FAX/724-4178

Cemetery
616/724-6783
FAX/726-5617

Civil Service
616/724-6716
FAX/724-4055

Clerk
616/724-6705
FAX/724-4178

Comm. & Neigh.
Services
616/724-6717
FAX/726-2501

Engineering
616/724-6707
FAX/727-6904

Finance
616/724-6713
FAX/724-6768

Fire Dept.
616/724-6792
FAX/724-6985

Income Tax
616/724-6770
FAX/724-6768

Info. Systems
616/724-6706
FAX/722-4301

Leisure Service
616/724-6704
FAX/724-1196

Manager's Office
616/724-6724
FAX/722-1214

Mayor's Office
616/724-6701
FAX/722-1214

Neigh. & Const.
Services
616/724-6715
FAX/726-2501

Planning/Zoning
616/724-6702
FAX/724-6790

Police Dept.
616/724-6750
FAX/722-5140

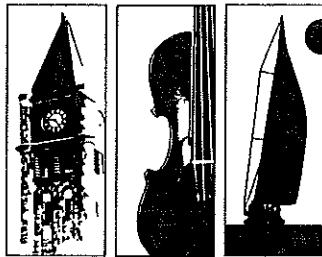
Public Works
616/724-4100
FAX/722-4188

Treasurer
616/724-6720
FAX/724-6768

Water Billing Dept.
616/724-6718
FAX/724-6768

Water Filtration
616/724-4106
FAX/755-5290

MUSKEGON



West Michigan's Shoreline City

November 19, 2003

Ms. Renee Pastoor, President
McLaughlin Neighborhood Association
P.O. Box 244
Muskegon, MI 49443

Dear Ms. Pastoor:

We have received a request from the Liquor Control Commission reference Mr. Christian Kado's desire to transfer ownership of the 2003 SDM license from Steven C. Cornell, Wood Street Market, 1149 Wood Street. He is also asking for a new SDD license. A SDM license permits the sale of beer and wine for consumption off the premises only; and a SDD license permits the sale of alcoholic liquor, other than beer and wine under 21 percent alcohol by volume, for consumption off the premises only. On Tuesday, November 25, 2003, the City Commission will review this request and determine whether or not it should be recommended for approval.

You are being sent this notice because the City Commission would like to know how the Neighborhood Association feels and would appreciate any comments that they may have. You may send these comments to 933 Terrace, Muskegon, MI 49440 or attend the City Commission Meeting on November 25, 2003, at 5:30 p.m. in the Commission Chambers.

If you have any questions, please feel free to contact me at 724-6705.

Sincerely,

Linda Potter
Deputy Clerk

MICHIGAN DEPARTMENT OF COMMERCE
LIQUOR CONTROL COMMISSION

RESOLUTION

2003-94(c)

At a Regular meeting of the City Commission
(Regular, or Special) (Township Board, City or Village Council)

called to order by Mayor Warmington on November 25, 2003 at 5:30 P.M.

the following resolution was offered:

Moved by Vice Mayor Schweifler and Supported by Commissioner Gawron

That the request from Christian Kado, LLC, 1149 Wood Street, Muskegon, MI 49442, to transfer ownership of the 2003 SDM licensed business from Steven C. Cornell and request a new SDD license.

be considered for Disapproval
(Approval or Disapproval)

Approval

Yeas:

Nays:

Absent:

Disapproval

Yeas: 4

Nays: 1

Absent: 1

Abstain: 1

It is the consensus of this legislative body that the application be _____
(Recommended or

Not Recommended for issuance.
(not Recommended)

State of Michigan)
County of Muskegon) SS

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

City Commission at a Regular
(Regular or Special)

meeting held on the 25th of November, 2003.
(Date)

(Signed)

Gail A. Kunderger
(Township, City, or Village Clerk)

Gail A. Kunderger, City Clerk
933 Terrace, Muskegon, MI 49440
(Address of Township, City or Village Board)

SEAL

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

MI Dept. of Consumer and
Industry Services
Liquor Control Commission
7150 Harris Drive
P.O. Box 30005
Lansing, MI 48909

COMPLETE THIS SECTION ON DELIVERY

A. Received by (Please Print Clearly)

B. Date of Delivery

C. Signature

X

JEREMY HALL

☐ Agent☐ Addressee

D. Is delivery address different from item 1?

IF YES, ENTER DELIVERY ADDRESS BELOW:

☐ No

DEC - 2003

3. Service Type

☒ Certified Mail☐ Express Mail☐ Registered☐ Return Receipt for Merchandise☐ Insured Mail☐ C.O.D.

4. Restricted Delivery? (Extra Fee)

☐ Yes

Article Number (Copy from service label)

7000 0520 0014 3747 2567

S Form 3811, July 1999

Domestic Return Receipt

102595-00-M-0952

FAX: (231)726-2501

Computer Info.
Systems

(231)724-6744

FAX: (231)722-4301

Engineering Dept.

(231)724-6707

FAX: (231)727-6904

Finance Dept.

(231)724-6713

FAX: (231)724-6768

Fire Department

(231)724-6792

FAX: (231)724-6985

Income Tax

(231)724-6770

FAX: (231)724-6768

Inspection Services

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Planning/Zoning

(231)724-6702

FAX: (231)724-6790

Police Department

(231)724-6750

FAX: (231)722-5140

Public Works Dept.

(231)724-4100

FAX: (231)722-4188

Treasurer's Office

(231)724-6720

FAX: (231)724-6768

Water Billing Dept.

(231)724-6718

FAX: (231)724-6768

Water Filtration

(231)724-4106

FAX: (231)755-5290

Liquor Control Commission

7150 Harris

PO Box 30005

Lansing, MI 48909-7505

REF: #233193 and 233194

1149 Wood Street

Muskegon, MI 49442

To Whom It May Concern:

Enclosed is the Resolution and LC-1800 forms for 1149 Wood Street.

Please do not hesitate to call me at (231) 724-6705 if you have any questions.

Sincerely,

Linda Potter

Linda Potter
Deputy Clerk

Enc.

2003-94 k)

AGENDA ITEM _____

MEMORANDUM

To: Mayor and City Commission
From: Lee J. Slaughter, Assistant City Manager
Date: November 18, 2003
Re: Legal Services Provider

SUMMARY OF REQUEST

The City requested proposals from Law Firms wishing to provide the City's legal services. We received only one proposal and it was submitted by the City's current legal service provider, Parmenter O'Toole.

We have reviewed the proposal and can not provide reason(s) why their proposal should not be accepted and approved.

FINANCIAL IMPACT

Pay Annual Retainer Fees as follows:	1/1/04 – 12/31/04	\$360,000
	1/1/05 --12/31/05	\$378,000
	1/1/06 –12/31/06	\$396,000

See attached document.

BUDGET ACTION REQUIRED

None.

STAFF RECOMMENDATION

To authorize the Mayor and the City Clerk to sign a three-year contract with Parmenter O'Toole to serve as the City's chief legal service provider.

COMMITTEE RECOMMENDATION

None.

PROPOSAL FOR LEGAL SERVICES

Parmenter O'Toole, P.C.
175 W. Apple At First, P.O. Box 786
Muskegon, Michigan 49443-0786

We present our proposal for legal services to the City of Muskegon, in response to the request for proposals sent October, 2003. The firm desires to continue its services to the City as its attorneys. The firm, its lawyers and staff, have worked for the City for a number of years and are economically involved in the City. We work here, make our livelihoods here and spend our money here. We believe our proposal is particularly responsive to the City's needs. The firm proposes that John C. Schrier be appointed City Attorney and James R. Scheuerle be appointed Assistant City Attorney.

AGREEMENT FOR LEGAL SERVICES

THIS AGREEMENT is made between the CITY OF MUSKEGON, hereinafter called "the City," and PARMENTER O'TOOLE, LLC., hereinafter known as "the Law Firm," JOHN C. SCHRIER and JAMES R. SCHEUERLE, the law firm and the said persons being sometimes referred to collectively as "the attorneys."

RECITALS:

1. The City of Muskegon is a home rule city, organized by charter, which provides for the office of City Attorney.
2. The City makes this agreement for the purpose of naming the City Attorney and the Assistant City Attorney, and further to provide for legal services to the City by the said Law Firm and John C. Schrier and James R. Scheuerle.
3. The City Attorney and the Assistant City Attorney are expected to be members of the Law Firm, and the City believes it necessary and advisable to contract with the Law Firm as well as the City Attorney and Assistant City Attorney because of the extent and scope of legal services necessary to be performed.

THE PARTIES THEREFORE AGREE:

1.0 APPOINTMENT OF CITY ATTORNEY, ASSISTANT CITY ATTORNEY AND RETENTION OF LAW FIRM.

1.1 The City appoints John C. Schrier, City Attorney, pursuant to charter, and James R. Scheuerle as Assistant City Attorney. The said attorneys accept the appointments, committing to perform their legal duties to the best of their ability and in accordance with the highest standards of the legal profession, both as to standards of law practice and its ethics and rules of professional conduct.

1.2 John C. Schrier and James R. Scheuerle shall exercise their appointments in connection with their practice as members of the Law Firm, and the City therefore retains the Law Firm for the performance of the legal services described herein. Members of the Law Firm are authorized to appear as Special Assistant City Attorneys.

2.0 COMPENSATION FOR SERVICES.

2.1 Compensation shall be by fees for services payable to the Law Firm. No additional compensation shall be due to the City Attorney or Assistant City Attorney or any other member of the Law Firm by virtue of their appointments made pursuant to this agreement.

2.2 The schedule of fees shall be the proposed retainer fee and hourly fees set forth in Exhibit 1, the Proposal for Legal Services, attached and incorporated herein. The parties agree that, as set forth and explained further in Exhibit 1, the fees and expenses for alternative representation of the City in the event of conflicts shall not be deducted from the retainer or the fees of the Law Firm.

2.3 The fees to be paid to the Law Firm for the first three years of the term are set forth in Exhibit 1. Before the end of the third year of the term, the parties shall review the services and fees of the Law Firm to determine appropriate fees for the balance of the five year term of this agreement.

3.0 TERM AND TERMINATION.

3.1 The term of this agreement is three (3) years, beginning January 1, 2004. Renewals may occur only on mutually agreeable terms.

3.2 Either party reserves the right to terminate this agreement on 90 days notice or in the event of a material breach of the terms and conditions hereof by the other.

3.3 Notwithstanding the above provisions, the City Charter concerning the appointment of the City Attorney shall prevail, and nothing herein is intended to abrogate those provisions.

4.0 DESCRIPTION OF SERVICES; COMPENSATION.

4.1 SERVICES TO BE INCLUDED IN THE RETAINER.

4.1.1 Attendance at all regular and special City Commission meetings.

4.1.2 Attendance, as needed, at meetings of committees of the City Commission, Zoning and/or Housing Board of Appeal, the Civil Service Commission, Pension Boards, etc.

4.1.3 The rendering of legal advice and opinions, preparation and drafting services in connection with the City Charter or Charter revisions/amendments, preparation of legal documents, drafting of ordinances and resolutions, and consultation on City matters with the City Commission, City Manager, Assistant City Manager, and department heads.

4.1.4 Appearance in court for the prosecution of ordinance violations, including criminal complaints and civil infractions, and lawsuits for injunctions and civil enforcement of civil ordinances.

4.1.5 Labor negotiations, arbitration, and advice on labor relations and personnel matters.

4.1.6 Services rendered in connection with Authorities or other entities associated with the City regardless of the funding source. Such bodies include, but are not limited to, the Downtown Development Authority, Tax Increment Finance Authority, Local Development Finance Authority, and the Hospital Finance Authority and the Brownfield Development Authority.

4.1.7 Appearance and prosecution of defense of cases before the Michigan Tax Tribunal or State Tax Commission.

4.1.8 Work associated with bond issues, except for the duties traditionally required of Bond Counsel.

4.1.9 Real estate transactions and condemnation proceedings.

4.1.10 Possible defense of the City in litigation subject to insurance coverage.

5.0 GENERAL CONDITIONS.

5.1 **COORDINATION.** The City Attorney shall coordinate the services of the Assistant City Attorney and members of the Law Firm on City matters.

5.2 **EXPENSES.** Expenses set forth in Exhibit 1 shall be separately charged.

5.3 **BILLINGS AND COMPENSATION.** Payment of compensation shall generally be made on a monthly basis. Billings for monthly increments of the retainer, extraordinary services and other funded services shall be rendered promptly and monthly in form and substance as set forth in the fee schedule. Billings for expenses shall also be rendered monthly. The attorneys shall maintain records of time and services, which shall be available for inspection by the City Manager at reasonable times.

5.4 **INDEPENDENT CONTRACTORS.** The City Attorney, the Assistant City Attorney and the Law Firm are not employees of the City. They are determined to be independent legal counsel and independent contractors.

5.5 **MALPRACTICE INSURANCE.** The attorneys commit to carry legal malpractice insurance through the policy or policies issued to the Law Firm.

5.6 **SUPPLIES.** Generally, the firm shall have its own supplies and office equipment. On occasion supplies will be required for City services and, with the approval of the City Manager and by his authority, the City will furnish same at its expense. By way of example, City stationery will normally be supplied by the City.

5.7 **CONFLICTS OF INTEREST.** The attorneys agree to exercise their best efforts to avoid representation of any person, party or entity in any cause contrary to the interest of the City. The attorneys and firm shall absolutely desist from representing any private person or entity on any matter in which the City is or may become an opposing party.

The parties understand that the attorneys currently represent a number of clients, including businesses, private parties and municipalities. Where a potential conflict of interest because of such representation may occur, the parties shall proceed as follows:

5.7.1 In the event of a potential conflict of interest, the City Attorney shall identify the conflict and inform both parties in writing identifying the potential cause of conflict.

5.7.2 The City shall determine whether the conflict is material, and if it determines that it is not, instruct the City Attorney to continue representation of the City; provided, however, the City Attorney and the Law Firm may determine that the conflict cannot be overcome and advise the City accordingly, taking steps to assist in obtaining alternative representation of the City and of the other party.

5.7.3 In the event the City determines that the conflict is material, the City shall so inform the City Attorney and the City Attorney shall assist the City and the other party in obtaining alternative representation for that matter.

5.7.4 In the event the City authorizes the attorneys to continue representation of the City in the matter, the attorneys shall do so in a manner that avoids disclosure of confidential communications to any member of the Law Firm representing the other party and the City Attorney shall not represent the other party in connection with that matter.

5.7.5 The attorneys especially commit not to represent any party against the City in any matter of litigation.

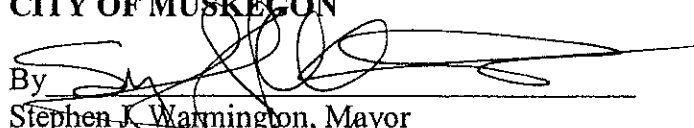
5.7.6 Notwithstanding the above, the attorneys shall act in accordance with the letter and spirit of the Michigan Rules of Professional Conduct ("MRPC") as adopted by the Michigan Supreme Court as they apply to any matter involving a conflict of interest or potential conflict of interest. In case the MRPC conflict with this agreement, the MRPC shall prevail.

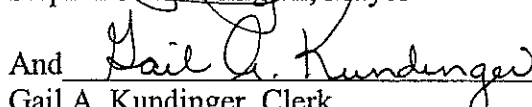
6.0 **COUNTERPARTS.** This agreement may be executed in multiple counterparts. Any copy of this agreement may be relied upon as the original. Amendments to this agreement must be in writing on documents of equal dignity with this agreement.

7.0 **CONTINUITY/BENEFIT.** In the event the Law Firm experiences the addition of personnel or there are changes in membership of the Law Firm, this agreement shall continue in effect unless such change adversely affects the representation of the City. The City Attorney and Assistant City Attorney shall be members of the Law Firm.

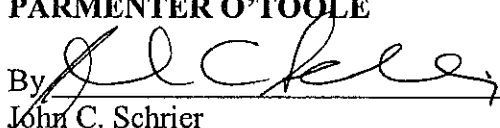
IN WITNESS WHEREOF, the parties execute this agreement this ____ day of _____, 200__.

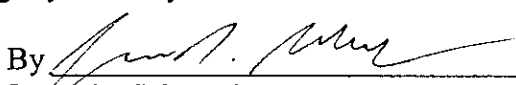
CITY OF MUSKEGON

By 
Stephen J. Warmington, Mayor

And 
Gail A. Kunding, Clerk

PARMENTER O'TOOLE

By 
John C. Schrier
City Attorney

By 
James R. Scheuerle
Assistant City Attorney

PROPOSAL FOR LEGAL SERVICES

Parmenter O'Toole, P.C.
175 W. Apple At First, P.O. Box 786
Muskegon, Michigan 49443-0786

We present our proposal for legal services to the City of Muskegon, in response to the request for proposals sent October, 2003. The firm desires to continue its services to the City as its attorneys. The firm, its lawyers and staff, have worked for the City for a number of years and are economically involved in the City. We work here, make our livelihoods here and spend our money here. We believe our proposal is particularly responsive to the City's needs. The firm proposes that John C. Schrier be appointed City Attorney and James R. Scheuerle be appointed Assistant City Attorney.

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Firm Qualifications

This firm represents an extensive group of clients including individuals, businesses and municipalities. A considerable part of our practice is and has been service as municipal and public corporation counsel. The firm's Martindale-Hubbell rating is "AV".

Municipal and Public Corporation Clients

1. The City of Muskegon - representation in all areas. The Muskegon City Attorneys have been partners of this firm since 1961.
2. Sullivan Township - general counsel in all areas. We have represented Sullivan Township since 1976.
3. City of Montague - the firm has represented the City of Montague for labor matters since 1988 and general counsel since 1993.
4. City of North Muskegon - The firm has represented the City of North Muskegon since 1996, and previously assisted the City in connection with its charter revision process.
5. Greenwood Township - The firm has represented Greenwood Township since 1997.
6. Village of Lakewood Club - The firm has represented the Village of Lakewood Club since 1998.
7. Central Operations For Police Services (911) – The firm has represented "Central Dispatch" as general counsel since January 1, 2002.

Municipal Clients Formerly Served

1. Muskegon County - we represented Muskegon County in several labor matters and special projects from 1982 through 1987.
2. City of Muskegon Heights - the firm formerly represented the City of Muskegon Heights on labor matters for several years until 1988 and as counsel to the Charter Commission.
3. White River Township - general counsel in all areas. We represented White River Township between 1970 and 1994.
4. Fruitland Township - general counsel in all areas from 1990 through 1998.
5. Montague Volunteer Fire District - the firm has represented the Montague Volunteer Fire District from 1994 through 2002.
6. City of Whitehall - the firm has represented the City of Whitehall on water and sewer matters and conflict matters.

Legal Staff

The firm has twenty-one active lawyers, all of whom may perform work for the City of Muskegon. If retained, the firm suggests appointment of John C. Schrier as City Attorney, and James R. Scheuerle as Assistant City Attorney.

The members of the firm who will serve the City, with their educational and practice concentrations, as well as particular highlights of their practice, are as follows:

- | | |
|--------------------|---|
| John C. Schrier | Education: Hope College (B.A., 1978); Wayne State University (M.P.A., 1980); University of Detroit (J.D., 1984); Citizens Research Council of Michigan, 1978-83; Staff, Michigan House of Representatives, 1983; Assistant Muskegon City Attorney, 1990-2002 and City Attorney from 2002-present; Montague City Attorney 1993-present; North Muskegon City Attorney 1996-present. Practice concentrated in labor law, municipal and public corporation law. |
| James R. Scheuerle | Education: Hope College (B.A., 1985); Detroit College of Law (J.D., cum laude, 1989). Assistant Muskegon City Attorney, 2002-present. Practice concentrated in creditors rights, bankruptcy, consumer collections and commercial collections. |
| Thomas J. O'Toole | Education: Marquette University (Ph.B., 1948); University of Michigan (LL.B., 1951). Phi Alpha Delta Legal Fraternity; Muskegon City Attorney 1978-89; Special Assistant Attorney General, 1961-present; Muskegon County Bar President 1969; Practice concentrated in municipal and public corporation law; real estate and litigation. |
| Linda S. Kaare | Education: Northern Michigan University (B.A., 1977); Cooley Law School (J.D., 1986). Assistant Muskegon County Prosecutor, 1987-1989. Former Law Clerk to Benjamin F. Gibson, U.S. District Court, Western District of Michigan 1986-87. Practice concentrated in retirement plans and employee benefits law. |
| Eric R. Gielow | Education: Western Michigan University (B.A., summa cum laude, 1977); Thomas M. Colley Law School (J.D., cum laude, 1981). Practice Areas: Environmental; litigation law. |

John M. Briggs	Education: University of Michigan (A.B., 1964); J.D., 1967; Practice concentrated in real estate, property tax appeals, and business law.
Scott R. Sewick	Education: Central Michigan University (B.S., 1994); Detroit College of Law at Michigan State University (J.D., Magna Cum Laude, Deans List, 1998). Practice concentrated in commercial litigation.
Dawn M. Goodwin	Education: Grand Valley State University (B.A., 1996); Thomas M. Cooley Law School (J.D., 2000). Practice concentrated in municipal law and litigation.
Thad L. McCollum	Education: Western Michigan University (B.A., 1992); University of Michigan (M.P.A., Public Administration, 2001; J.D. 2002). Regional Representative to Senator Carl Levin, 1992-1996. Practice Areas: Municipal Law; Zoning, Planning and Land Use; Environmental Law; Property Law.

The following members of the firm would not normally perform City work, but their expertise is available on a continuing basis:

Eric J. Fauri	Education: University of Delaware (B.A., 1963); University of Michigan (J.D., with distinction, Phi Beta Kappa, Phi Kappa Phi 1966). Practice concentrated in banking, business and real estate law.
W. Brad Groom	Education: University of Michigan (B.A., 1976); University of Detroit (J.D., Magna Cum Laude, 1980). Practice concentrated in business law and commercial litigation.
Jeffrey A. Jacobson	Education: Michigan State University (B.A., 1999); Thomas M. Cooley Law School (J.D., 1998); Case Western Research University Law School (LLM, Taxation). Practice concentrated in business and taxation law.
George W. Johnson	Education: University of Michigan (B.A., with distinction, 1971); University of Denver (J.D., 1975). Practice concentrated in professional corporations, pension and profit-sharing and taxation.
Christopher L. Kelly	Education: University of Michigan (B.A., 1982); California Western School of Law (J.D., 1985). Practice concentrated in real estate, litigation, business and corporate law, and bankruptcy.
Scott M. Knowlton	Education: Central Michigan University (B.S., Business Administration, 1994); Detroit College of Law at Michigan State

	University (J.D., summa cum laude, 1998). Practice Areas: Business Acquisitions; Corporate Law; Commercial Real Estate.
Michael M. Knowlton	Education: Alma College (B.A., 1965); Wayne State University (J.D., 1968). Assistant City Attorney, 1973-1988. Muskegon County Bar President, 1972-1973. Practice Areas: Real Estate; Business Law; Corporate Law.
Keith L. McEvoy	Education: University of Michigan (B.B.A., 1982); Suffolk University (J.D., 1992). Practice concentrated in real estate, business and corporate law.
William J. Meier	Education: Tufts University (B.A., 1987); Boston University (M.B.A., 1991); The John Marshall Law School (J.D., 1994). Practice concentrated in corporate and business law.
Michael L. Rolf	Education: University of Cincinnati (B.B.A., 1967; J.D., 1970). Member, Board of Editors, Cincinnati Law Review, 1968-70. Practice concentrated in corporate and business law.
Philip M. Stoffan	Education: Michigan State University (B.A., 1969; M.A., 1982); Eastern Michigan University (M.B.A., 1986); University of Maryland (J.D., 1993). Practice concentrated in managed health care, health and hospital, and business and corporate law.
Anna K. Urick-Duggins	Education: Albion College (B.A., summa cum laude, 1994); Wayne State University Law School (J.D., Phi Beta Kappa 1997). Practice concentrated in business law and estate planning.

Description of Services and Proposal

The request for proposals requests a single proposal for all legal services, excluding certain specified areas.

A. Legal Services

As to this proposal, the Firm would propose to act as legal counsel for the City, specifically including:

1. Attendance at all regular and special City Commission meetings.
2. Attendance, as needed, at meetings of committees of the City Commission, Zoning and/or Housing Board of Appeal, the Civil Service Commission, Pension Boards, etc.

3. The rendering of legal advice and opinions, preparation and drafting services in connection with the City Charter or Charter revisions/amendments, preparation of legal documents, drafting of ordinances and resolutions, and consultation on City matters with the City Commission, City Manager, Assistant City Manager, and department heads.
4. Appearance in court for the prosecution of ordinance violations, including criminal complaints and civil infractions, and lawsuits for injunctions and civil enforcement of civil ordinances.
5. Labor negotiations, arbitration, and advice on labor relations and personnel matters.
6. Services rendered in connection with Authorities or other entities associated with the City regardless of the funding source. Such bodies include, but are not limited to, the Downtown Development Authority, Tax Increment Finance Authority, Local Development Finance Authority, and the Hospital Finance Authority and the Brownfield Development Authority.
7. Appearance and prosecution of defense of cases before the Michigan Tax Tribunal or State Tax Commission.
8. Work associated with bond issues, except for the duties traditionally required of Bond Counsel.
9. Real estate transactions and condemnation proceedings.
10. Possible defense of the City in litigation subject to insurance coverage.

The City has estimated, and our experience would suggest, that the Firm will spend 3,600 billable hours on behalf of the City for the above referenced representation. Over the last three years, in an effort to control legal expenses, we have done the following:

- 1) Arranged with the District Court to permit certain pleas to be implemented without our, and police officer's, presence in court;
- 2) Prepare certain documents that City staff use, as opposed to our office preparing the document each time;
- 3) Terminate the service of allowing citizens to seek prosecution in the absence of a request from the Muskegon Police Department; and
- 4) Worked with City staff standardizing pleadings and process in dangerous building matters.

The Firm proposes that the retainer for the above services be contracted for as follows:

<u>Years</u>	<u>Amount</u>
2004	\$360,000
2005	\$378,000
2006	\$396,000

To the extent that the number of hours exceed 3,600 per year, the Firm would expect to be compensated for additional hours at the rate of \$100 per hour in 2004, \$105 per hour in 2005, and \$110 per hour in 2006. To the extent that the number of hours are less than 3,600 per year, the Firm would reimburse the City at the same rates. The Firm would prefer to have the modification occur on a semi-annual basis, but would be amenable to working with the City on this. This arrangement has worked very well in the last three years and has resulted in a better use of legal services.

The Firm has, and continues, to evaluate the potential for using paralegals. If the Firm deems it feasible to have paralegals perform work for the City, under the supervision of an attorney at the Firm, the Firm would bill the paralegal at one-half of the then established rate for attorneys.

B. Comment

Since 2000, the City and Firm agreed to a retainer with compensation increased or decreased in June and December. This has resulted in a reduction of hours and the Firm would propose to continue that practice.

C. Significant Expansion of Services

Eight years ago, the Firm submitted its proposal with the concept that five attorneys would be working on "retainer". Today, our proposal contemplates that nine attorneys would be working, within their specialties, on "retainer". This is a function of the Firm adding personnel and specialties which are useful in City work.

We believe we are all available to serve the City, with our specialties in mind. However, a great majority of the service would be performed by those who are most familiar with problems that the City will face over the next few years. Therefore, some members will be most closely involved with the City:

John C. Schrier - Would be named as City Attorney. Would attend most City Commission meetings and prepare most legal opinions for the City. Contracts involving real estate, economic development matters, employment matters, and most other agreements would be drafted, negotiated and prepared by him, as would local work in connection with bond issues. He would assist in City prosecutions and court cases enforcing City ordinances, and work as part of any

team responsible for environmental matters, Tax Tribunal matters, real estate transactions and documentation, condemnation proceedings and defense of litigation.

James R. Scheuerle - Would be appointed Assistant City Attorney. He would be available for all the work and responsibilities of the City Attorney in John Schrier's absence, and would attend some City Commission meetings. In addition his primary responsibilities would serve the City in creditor bankruptcy, collection and landlord/tenant matters. He would assist in City prosecutions and court cases enforcing City ordinances, and defense of litigation.

John M. Briggs – In the event the City needs legal advice on real property tax appeals, Jack Briggs who specializes in real estate and tax appeals would advise the City in those matters.

Linda S. Kaare - In the event the City needs legal advice regarding various pension matters, Linda S. Kaare who specializes in her practice in employee benefits and retirement and pension plans, would advise the City in those areas.

Eric R. Gielow – In the event the City needs legal advice on environmental matters, Eric Gielow who specializes in environmental matters would advise the City in that area.

Dawn Goodwin – Dawn Goodwin would be primarily concerned with prosecutions under City Ordinances for criminal matters and civil infractions.

Thomas J. O'Toole - Mr. O'Toole would be available to provide assistance, primarily in litigation and economic development areas.

Scott R. Sewick – Scott Sewick would be primarily concerned with City litigation.

Thad L. McCollum - Thad McCollum would be concerned with a variety of municipal issues.

Conflicts

Conflicts may occur from time to time, especially since the firm has many business and personal clients. In the past, we have been sensitive to such situations, and we would continue to monitor all matters which produce, or have the potential to produce, conflicts of interest. In an effort to minimize conflicts, the firm has refused a number of clients....

If at any time it is perceived or determined by the City or by this firm that a conflict exists, the ethics of the legal profession require that the facts must be immediately communicated to the City and the other client, and the opportunity for alternative representation of both parties afforded. Where a true conflict arises, we would be unable to represent the City or the other client and separate counsel for each would be obtained.

Computer Connection

In our relations with the City, this Firm and the City have become increasingly reliant on e-mail communication, including attachments. We presently transfer documents via e-mail and would expect to continue that practice. We, and City staff, are fully able to access, review and respond to documents from the other. We expect that practice to continue, and increase.

Malpractice Insurance

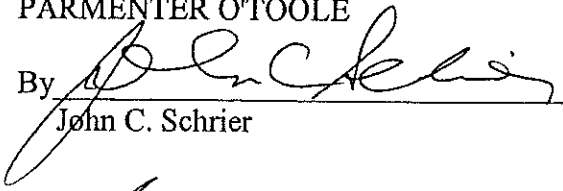
The firm carries \$5 million Dollars in malpractice insurance annual limit. The company presently insuring the firm is Professionals Direct Insurance Company.

Summary Comments

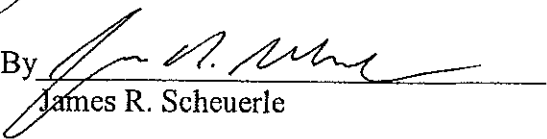
In representing the City of Muskegon since 1961, the firm has always geared its practice primarily in ways that best serve the City's need for good advice and representation in municipal matters. Several of our members are conversant with and receive continuing education and literature regarding the municipal field. They are members of the sections of the State Bar and of the American Bar Association and participate in sharing information through the Michigan Association of Municipal Attorneys which afford the best sources of current legal literature as well as practice standards.

This firm has enjoyed, as a group and individually, working with the City Commissioners and staff. We believe the work to be challenging and very significant. Representing municipalities is important to us, and we hope that our good relationship can continue in productive ways. Our proposal attempts to be sensitive to the City's financial condition. We have in the past and will continue to seek ways to reduce legal fees for the City.

PARMENTER O'TOOLE

By 

John C. Schrier

By 

James R. Scheuerle

CITY OF MUSKEGON
LEGAL SERVICES PROPOSAL

Name and Address of Firm: Parmenter O'Toole
175 W. Apple Avenue
Muskegon, MI 49440

Telephone Number: (231) 722-1621

Name of Person Designated as City Attorney: John C. Schrier

Name of Person Designated as Asst. City Attorney: James R. Scheuerle

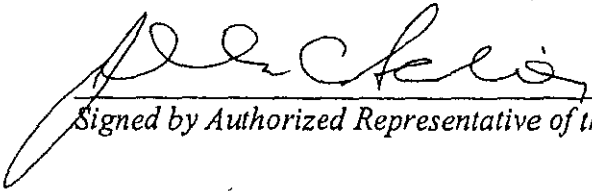
Annual Retainer Fee: January 1, 2004 – December 31, 2004 \$ 360,000
January 1, 2005 – December 31, 2005 \$ 378,000
January 1, 2006 – December 31, 2006 \$ 396,000

Hourly Rate For: January 1, 2004 – December 31, 2004 \$100 /hr.
January 1, 2005 – December 31, 2005 \$105 /hr.
January 1, 2006 – December 31, 2006 \$110 /hr.

(on a separate sheet detail the types of work to be excluded from the retainer and compensated on an hourly basis).

Please indicate any additional costs that will be charged separate from the amounts indicated above (e.g. postage, fax, etc):

To the extent that hours are greater or less than 3,600 per year, semi-annual adjustments shall be made. Out of town travel, meals, and lodging at the city rates. Court costs, fees, etc. for litigation. Unusually extensive photocopying and outside printing. To the extent the firm is able to handle some of the work by paralegals, the work will be billed at one-half (1/2) of the attorney rate.


Signed by Authorized Representative of the Firm

10/28/03

(Date)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

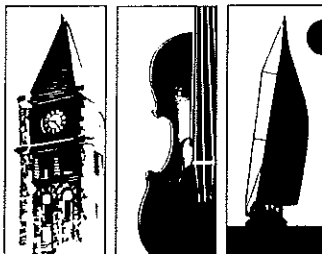
Public Works Dept.
(231)724-4100
FAX: (231)722-4188

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

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

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

MUSKEGON



West Michigan's Shoreline City

MEMORANDUM

To: Mayor Warmington, City Commissioners and City Manager
From: Lee J. Slaughter, Assistant City Manager *LS*
Copy: Tim Paul, Finance Director
Gail Kundering, City Clerk ✓
Date: October 30, 2003
Re: Legal Services Bid Proposal(s) Per RFP

Attached please find the sole bid proposal received from Parmenter O'Toole. A copy of the timeline is also attached as a reminder of the next step(s). Please note that the timeline anticipated more than one proposal being submitted. Having received only one bid proposal, you might want to award the contract at an earlier meeting or advise staff of other options you might want to consider.

Also note that you might like to address this issue at your upcoming Community Relations Committee (CRC) meeting scheduled on Monday, November 3rd. Staff liaison to the CRC will consider the point in consultation with the CRC Chairman for his direction on whether to do so. If it is decided not to place the item on your CRC agenda, we will proceed according to the set timeline --- unless of course, advised otherwise.

Further direction would be very much appreciated.

Thank you.

**TIMETABLE FOR ENTERING INTO AGREEMENT(S)
TO PROVIDE
THE CITY OF MUSKEGON LEGAL SERVICE(S)
FOR THE PERIOD
01/01/04 TO 12/31/06**

*Thurs. Sept. 11 Legal Services 2000 Report to CM and Commissioners for
Review and comments*

Tues. Oct. 7 Draft RFP emailed - Clerk - inclusion in Worksession packet

Mon. Oct. 13 Worksession - Commission direction on draft RFP

Thurs. Oct. 15 RFP to the Chronicle to be published on Saturday, Oct. 17th

Thurs. Oct. 30 2:00 p.m. - Bids open – Clerk's Office

Mon. Nov. 3 Proposals to Commission for review

Mon. Nov. 10 Commission comments/direction at Worksession

Tues. Nov. 18 Agenda Item submitted for Agenda Review (Nov. 19th)

Tues. Nov. 25 Commission Action (approval) at Commission Meeting

THANKSGIVING WEEK

Mon./Fri. Dec. 1- 5 Prepare contract for signature

Mon./Fri. Dec. 8-12..... Sign Contract --- Attorney, Mayor and Clerk

Jan. 1, 2004 Contract takes effect.

Note: Timeline is a guide. Subject to change.

Commission Meeting Date: October 28, 2003

Date: October 21, 2003 2003-95 a)
To: Honorable Mayor & City Commission
From: Planning & Economic Development Department
**RE: Request to Withdraw Reverter Language from
Deed for Property at 407 W. Webster**

SUMMARY OF REQUEST: The attorney for Thomas Russo, who purchased 407 W. Webster from the City, is requesting that the City withdraw the reverter language contained in the Purchase Agreement, dated February 16, 1998. The reverter language was included in Section 8 of the Purchase Agreement, and required that the purchaser make improvements to the premises within 18 months, that the owner or subsequent owners occupy the premises as owner-occupants for a period of at least 10 years, and that if the property is used as a rental property during the 10 year period, the City has the right to quit claim deed the property from the Buyer. The attorney for Mr. Russo is requesting that the "City release the Russo's and the Russos' perspective successors in interest from the effects of the reverter language" (see attached letter). Apparently, the Russo's are in the process of selling the property, and they are being told by the perspective purchasers that they are unable to obtain mortgage financing with the reverter language present. Staff recommends that the reverter language be kept as it is. The City has included reverter language in the sale of it's properties for several years, and has not had a problem with other properties. In addition, the specific area where 407 W. Webster is located is one where the City has sold several properties, with the express intent that they be owner-occupied. It would be a disservice to the other property owners to change this condition at this time.

FINANCIAL IMPACT: None.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: To deny the request from Mr. Russo's attorney to change the reverter clause language on their deed/purchase agreement and release the Russos and their perspective successors in the interest from the effects of the reverter language. Staff is willing, however, to meet with any financial institution to explain our program for infill, and the reasons for the reverter clause (and staff has informed Mr. Russo and his attorney of this offer).

PARMENTER O'TOOLE

Attorneys at Law

175 West Apple Avenue ■ P.O. Box 786 ■ Muskegon, Michigan 49443-0786
Phone 231.722.1621 ■ Fax 231.722.7866 or 231.728.2206
www.Parmenterlaw.com

RECEIVED

OCT 15 2003

CITY OF MUSKEGON
PLANNING DEPARTMENT

October 15, 2003

Cathy Brubaker-Clarke
Planning Department
City of Muskegon
933 Terrace Street
P.O. Box 536
Muskegon, MI 49443-0536

Re: Thomas and Rebecca Russo/407 W. Webster

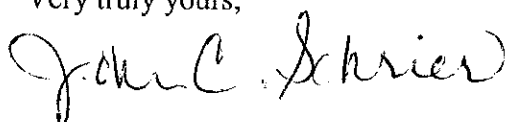
Dear Ms. Clarke:

Enclosed please find correspondence from Ed Wasiura dated October 9, 2003. Mr. and Mrs. Russo have previously been part of a conversation that I believe both you and I have had, and Bryon Mazade and I have had.

The essence of Mr. and Mrs. Russo's complaint is the City Commission requirement that the house be owner occupied for ten years. According to Mr. and Mrs. Russo this requirement makes it difficult and/or impossible for Mr. and Mrs. Russo to sell the house. The essential question for the City Commission is whether requiring this property, and other similarly situated properties, to be owner occupied. I will let you make an assessment as to what the staff's recommendation will be and how you would like to proceed with the request.

If you would like any further information, please feel free to contact me.

Very truly yours,



John C. Schrier
Direct: 231.722.5401
Fax: 231.728.2206
E-Mail Address: jcs@parmenterlaw.com

Enclosure

c Bryon Mazade

KNUDSEN, WASIURA & ASSOCIATES, P.C.
ATTORNEYS AT LAW
ONE EAST APPLE AVENUE, SUITE C
P.O. BOX 976
MUSKEGON, MICHIGAN 49443-0976

HARRY J. KNUDSEN
EDWARD E. WASIURA

TELEPHONE:
231/722-7755
FAX 722-7399

October 9, 2003

Mr. John C. Schrier
Parmenter O'Toole
175 W. Apple Avenue
P.O. Box 786
Muskegon, MI 49443-0786

Re: *Thomas Russo/407 W. Webster, Muskegon, Michigan*

Dear John:

I am sending you this letter to reiterate our previous telephone conversations regarding the above-referenced matter. I represent Thomas and Rebecca Russo.

My clients are the owners of the home at 407 W. Webster and acquired that property by a Quit Claim Deed from the City of Muskegon dated February 20, 1998.

As you are aware, the deed contains reverter language tied to a requirement that the Grantees and any successors occupy the subject property as owners for a period of ten years after the date of the deed. Mr. & Mrs. Russo wish to sell the property to a lady named Judy B. Howell. Unfortunately, Judy B. Howell is unable to obtain mortgage financing to purchase the property because of the presence of the reverter language in the deed.

As a practical matter, it is my opinion that no lender is going to provide money to finance the purchase of the house on Webster so long as the reverter language remains in place. In effect, for practical and intents and purposes this means that Mr. & Mrs. Russo will not be able to sell the house until the ten year period has expired.

Mrs. Howell has informed my clients that it is her intention to occupy the house as an owner as she is very interested in living at the 407 W. Webster location. I am therefore requesting that the City reconsider its position regarding the reverter language

and that the City release the Russos and the Russos' perspective successors in interest from the effects of the reverter language.

After consultation with the relevant City authorities please advise me accordingly. If you have any questions regarding this matter or if I can provide you with any other information please do not hesitate to call me.

Cordially,

A handwritten signature in dark ink, appearing to read "Edward E. Wasiura". The signature is written in a cursive style with some loops and flourishes.

Edward E. Wasiura

EEW/jah

cc: Tom & Rebecca Russo

2nd reading
needed.
2003-96a)

Date: February 11, 2003

To: Honorable Mayor and City Commissioners

From: Finance Director

RE: Ordinance for Sale of Water Revenue Bonds

SUMMARY OF REQUEST: The city is in the process of securing funding for water filtration plant improvements through the Drinking Water Revolving Fund (DWRP). Bond counsel advises that adoption of the attached ordinance is necessary to provide a structure for the new debt that fits within the DWRP program guidelines and within the requirements of the currently existing water system bonds.

FINANCIAL IMPACT: The only immediate cost associated with this action is the cost of publication in the *Chronicle*.

BUDGET ACTION REQUIRED: None at this time. The cost of the newspaper publication can be covered within the current water system budget. Once bonds are sold, debt service costs will be included in the water system budget for the life of the bonds (20-30 years).

STAFF RECOMMENDATION: Approval of the attached ordinance.

COMMITTEE RECOMMENDATION: None.

2003-966)

Date: November 25, 2003
To: Honorable Mayor and City Commission
From: DPW – Water Filtration Plant
RE: Additional consultant fees for the Water Filtration Plant Improvements project

SUMMARY OF REQUEST:

To authorize additional fees to Tetra Tech MPS for delayed start of project construction, increased scope of project design, and additional construction oversight costs.

FINANCIAL IMPACT:

Change order to the original contract of \$108, 000.00.

BUDGET ACTION REQUIRED:

The consultant fees are presently funded by Water System Revenue Bonds. An effort to include these changes in the DWRF funding application for reimbursement will be made.

STAFF RECOMMENDATION:

The amount requested is warranted as they are incurred by changes in project scope, contract delay, and necessary construction oversight. Staff recommends the Mayor and City Commission approve the contract changes as indicated.

MEMORANDUM

11/18/03

TO: R. KUHN, DPW

FROM: R. VENEKLASEN, WFP

RE: ADDITIONAL CONSULTANT FEES FOR WATER FILTRATION PLANT IMPROVEMENTS PROJECT

Our consultant, Tetra Tech MPS, has requested a cost increase for the Water Filtration Plant Improvements project. This request is for the various reasons as explained in the following:

ADDITIONAL CONSTRUCTION DURATION

The Original Request for Proposals, released in July of 2001, required the consultant estimate the length of the construction phase and budget oversight costs accordingly. The proposal from Tetra Tech indicated a construction period of 15 months. This time frame was in line with the other proposal received.

Upon completing the final design of the project it became clear the construction phase would be approximately 21 months. This is due to expanded scope of the project and the seasonal limitations for some of the construction activities.

The "Additional construction duration of 6 months" fee is based on an increased level of effort by the Resident Project Representative, the engineer on-site ensuring the construction goes according to the plans and specifications.

DELAYED START

The bidding and construction phases of the project were delayed by the City to allow application for funding through the Drinking Water Revolving Fund (DWRF). This was a conscious decision made because the benefit came in the savings realized by DWRF funding over traditional bonding. The "Delayed start of construction" is allowed in the wording of the contract between the City and Tetra Tech MPS. The savings realized will far outweigh the additional fees requested.

INCREASED SCOPE OF PROJECT

The Request for Proposals included the use of the 1928 pump house as a holding area for the plant discharges. This request was based on the 1991 Reliability Study recommendation for discharge elimination. At the time this was the best alternative.

The scope of the project changed as it was discovered the handling of the waste stream and associated solids was more efficiently addressed by altering this approach. Once the design process began and alternatives were explored; it was determined the most cost effective method was to alter the manner of handling from the proposal request. This decision was based on a "cost effectiveness analysis" that includes design, construction, and operation and maintenance costs on a long-term basis. By altering the approach to the discharge elimination the consultant incurred additional level of effort for design beyond the initial proposal.

November 20, 2003

Mr. Robert H. Kuhn, P.E.
Director of Public Works
City of Muskegon
1350 East Keating
Muskegon, MI 49442

**Re: Muskegon Water Filtration Plant Improvements
Contract No. 0482.031-W-1**

Dear Mr. Kuhn:

This letter is regarding the Engineering Fee associated with the above project. We are requesting a fee adjustment on this project to account for a few items as follows:

CONSTRUCTION DURATION AND CONSTRUCTION START DATE

In our contract, we had allocated a total fee of \$50,000 for the Reliability Study Update, \$370,000 for Design Phase services and \$297,000 for Construction Phase Services which resulted in our original Contract amount of \$717,000. Subsequent to our original Contract, a Change Order of \$6,500 was approved by the City Commission for additional revisions at the Harvey Street Reservoir, which made our total fee \$723,500. The original Construction Phase Services fee was based on a total construction schedule of 15 months starting in approximately October 2002.

As the details of the project became known during the design phase, it was apparent that the construction phase would likely be significantly longer and the overall scope of the project became more involved than we envisioned when we submitted our proposal back in July of 2001. In addition, as you are aware, the City decided to pursue funding through the State of Michigan Department of Environmental Quality (MDEQ) Drinking Water Revolving Fund (DWRF). As a result, the project was delayed an additional 6 to 8 months to comply with the MDEQ bidding schedule, since funds would not be available for construction of the project until approximately March 2004.

As it turns out, construction is anticipated to begin approximately January 15, 2004 based on the current schedule. Also, the project is anticipated to take approximately 600 days or approximately 20 months, which would put the completion date in approximately September 2005. As a result, we anticipate a serious budget shortfall due to the extended construction period and the delay in the start of the construction period.

DESIGN AND CONSTRUCTION PROJECT SCOPE EXPANSION

When our proposal was submitted, we had envisioned a project with a construction cost of approximately \$10,000,000, whereas the current Project Cost Opinion is slightly over \$16,000,000. As mentioned above, our original design fee was \$370,000 and the construction phase fee was \$297,000. At the time our original proposal was submitted, we did not anticipate design of improvements to the Auxiliary Pump Station, but since 9/11, the decision was made to rehabilitate this building and continue to utilize this station for pumping. This added approximately 5 percent to the overall project based on the current project cost opinion. Five percent of our overall design and construction phase fee would result in an approximate fee increase of \$33,000.

DWRF PROJECT PLAN SCOPE EXPANSION

In addition, several items of work took significantly greater effort than what was anticipated to complete the project plan. The following work items were not anticipated as part of the preparation of the project plan and, as a result additional time was charged to the Water Filtration Plant Improvement Project:

1. We prepared and sent three sets of Plans and Specs for the improvement project to MDEQ for review of the DWRF Project on 7/1/03.
2. We sent a set of Addendum No. 2 for the WFP Improvement Project to MDEQ on 6/20/03.
3. We prepared and sent two additional copies of 3 drawings for the MDEQ Critical Dunes Permit on 5/20/03.
4. We sent one set of revised pages for DWRF Project Plan to MDEQ on 5/15/03.
5. We responded to Michele Hohn of MDEQ regarding the Critical Dunes Permit needed for the environmental assessment on 4/16/03
6. We printed and sent a Copy of the Reliability Study to Wendy Jansma MDEQ on 4/18/03.
7. We prepared and sent an application for the Critical Dunes Permit on 4/18/03

We have agreed not to charge the City for the additional effort expended for the DWRF scope expansion items.

FEE ADJUSTMENT

At this point in time, we respectfully request an adjustment to our overall Engineering Fee in the following amounts to account for the following factors:

• Additional construction duration of 6 months	\$60,000
• Delayed start of construction	\$15,000
• Increased Scope of Project	<u>\$33,000</u>
Total Additional Fee	\$108,000

With this fee increase, our revised total fee for this project would be \$831,500. It should be noted that the total fee range for a \$16,000,000 renovation project in the recently issued ASCE Manual of Practice No. 45 would be between 9.5 to 14.5%. This would yield a fee range of between \$1,520,000 and \$2,320,000. From this comparison, it should be understood that the City is still getting good value from our services on this project.

We appreciate the opportunity to be of continued service to the City of Muskegon and greatly value our relationship. We appreciate your consideration of these additional work scope changes. We are willing to meet with you to discuss these items in greater detail. Please feel free to call if you have any questions or would like to discuss these items further.

Sincerely,

Dennis J. Benoit, P.E.
Senior Vice President

Cc: Robert Veneklasen

/jlc

Date: November 25, 2003
To: Honorable Mayor and City Commission
From: DPW – Water Filtration Plant
RE: Water Filtration Plant Improvements project bid recommendation

2003-96 c)

SUMMARY OF REQUEST:

To approve the lowest responsible bidder with inclusion of deductible alternates #1 and #2, prevailing wages and clarifier solids collection mechanism.

FINANCIAL IMPACT:

\$14,994,00.00 for construction of the Water Filtration Plant improvements project.

BUDGET ACTION REQUIRED:

It is anticipated the project will be funded through the use of the State Drinking Water Revolving Fund.

STAFF RECOMMENDATION:

Staff recommends awarding the construction contract for the Water Filtration Plant Improvements project to Triangle Associates, Inc.

MEMORANDUM
11/18/03

TO: R. KUHN, DPW

FROM: R. VENEKLASSEN, WFP

**RE: CONTRACTOR RECOMMENDATION FOR THE WATER FILTRATION
PLANT IMPROVEMENTS PROJECT**

The City has received the bids for the Water Filtration Plant Improvements project. The bids are for significant improvements to the water plant in the form of increased capacity, improved reliability, structural integrity, and elimination of water/solids discharges to Lake Michigan. Included is a letter outlining our consultant's evaluation and recommendation.

PREQUALIFICATION

The City Commission approved the process of pre-qualifying contractors interested in participating in the bidding process. Contractors interested in taking the role of prime/general contractor were required to submit a pre-qualification statement for review. This process was undertaken to ensure the City received bids from firms with the experience and capability to complete a project of this size and nature. Eight firms were deemed eligible to submit bids.

DEDUCTIBLE ALTERNATES

Deductible alternates are an effort to proceed with the core of a project by sacrificing items that will not immediately detract from the project. These items will be required at a later date so do not eliminate the cost – they are simply deferred.

Due to the uncertainty of the funding source and availability of funds, seven items were identified as deductible alternates. Those items were: 1) Prevailing Wage requirement 2) Clarifier solids collection mechanism replacement 3) High service pump #6 4) Low service pump #1 5) Fiberglass or Plastic settling equip. in lieu of stainless steel 6) Steel pipe in lieu of ductile iron – HS pumphouse 7) Steel pipe in lieu of ductile iron – Sed. Basins.

After an evaluation it was determined the funding was adequate to retain all but deductible alternate #1 in the project. It was felt the current economic conditions warranted the elimination of the prevailing wage from the contract, thereby saving money without sacrificing any aspect of the project.

BIDS

Four bids were received from pre-qualified firms for construction of the water filtration plant improvements. They are:

FIRM	BID	BID WITH ALT. #1
• Davis Construction, Inc.	\$16,825,000	\$16,516,000
• John E. Green, Inc.	16,350,000	16,275,000
• Muskegon Construction Company	15,560,000	15,375,000
• Triangle Associates, Inc.	16,190,000	15,240,000

This reveals the lowest responsible bidder to be Triangle Associates, Inc. at a cost of \$15,240,000.

FUNDING

The City continues to pursue the Drinking Water Revolving Fund (DWRF) loan for this project. To date all requirements have been met to receive funding in the second quarter of the State budget. The funding availability is contingent on Federal funding through EPA to the State program. The State budget does not dictate the funding availability, only administers the Federal program.

This funding approach is much more attractive than traditional water revenue bonding as the interest rates are lower. Water Fund revenue will be used to fund the project in the period between the project start and the receipt of the DWRF funds. Any City expenditures are eligible for reimbursement by the DWRF funding. In the unlikely event that the DWRF funds become unavailable, the City Commission has approved the sale of water revenue bonds to fund this project.

RECOMMENDATION

In concurrence with our consultant, Dennis Benoit – Tetra Tech MPS, it is my recommendation the Mayor and City Commission award the contract for the Water Filtration Plant Improvement project to Triangle Associates, Inc. at a cost of \$15,240,000.00.

November 20, 2003

Mr. Robert H. Kuhn, P.E.
Director of Public Works
City of Muskegon
1350 East Keating
Muskegon, MI 49442

**Re: Muskegon Water Filtration Plant Improvements
Contract No. 0482.031-W-1**

Dear Mr. Kuhn:

This letter is regarding the Engineering Fee associated with the above project. We are requesting a fee adjustment on this project to account for a few items as follows:

CONSTRUCTION DURATION AND CONSTRUCTION START DATE

In our contract, we had allocated a total fee of \$50,000 for the Reliability Study Update, \$370,000 for Design Phase services and \$297,000 for Construction Phase Services which resulted in our original Contract amount of \$717,000. Subsequent to our original Contract, a Change Order of \$6,500 was approved by the City Commission for additional revisions at the Harvey Street Reservoir, which made our total fee \$723,500. The original Construction Phase Services fee was based on a total construction schedule of 15 months starting in approximately October 2002.

As the details of the project became known during the design phase, it was apparent that the construction phase would likely be significantly longer and the overall scope of the project became more involved than we envisioned when we submitted our proposal back in July of 2001. In addition, as you are aware, the City decided to pursue funding through the State of Michigan Department of Environmental Quality (MDEQ) Drinking Water Revolving Fund (DWRF). As a result, the project was delayed an additional 6 to 8 months to comply with the MDEQ bidding schedule, since funds would not be available for construction of the project until approximately March 2004.

As it turns out, construction is anticipated to begin approximately January 15, 2004 based on the current schedule. Also, the project is anticipated to take approximately 600 days or approximately 20 months, which would put the completion date in approximately September 2005. As a result, we anticipate a serious budget shortfall due to the extended construction period and the delay in the start of the construction period.

DESIGN AND CONSTRUCTION PROJECT SCOPE EXPANSION

When our proposal was submitted, we had envisioned a project with a construction cost of approximately \$10,000,000, whereas the current Project Cost Opinion is slightly over \$16,000,000. As mentioned above, our original design fee was \$370,000 and the construction phase fee was \$297,000. At the time our original proposal was submitted, we did not anticipate design of improvements to the Auxiliary Pump Station, but since 9/11, the decision was made to rehabilitate this building and continue to utilize this station for pumping. This added approximately 5 percent to the overall project based on the current project cost opinion. Five percent of our overall design and construction phase fee would result in an approximate fee increase of \$33,000.

DWRF PROJECT PLAN SCOPE EXPANSION

In addition, several items of work took significantly greater effort than what was anticipated to complete the project plan. The following work items were not anticipated as part of the preparation of the project plan and, as a result additional time was charged to the Water Filtration Plant Improvement Project:

1. We prepared and sent three sets of Plans and Specs for the improvement project to MDEQ for review of the DWRF Project on 7/1/03.
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4. We sent one set of revised pages for DWRF Project Plan to MDEQ on 5/15/03.
5. We responded to Michele Hohn of MDEQ regarding the Critical Dunes Permit needed for the environmental assessment on 4/16/03
6. We printed and sent a Copy of the Reliability Study to Wendy Jansma MDEQ on 4/18/03.
7. We prepared and sent an application for the Critical Dunes Permit on 4/18/03

We have agreed not to charge the City for the additional effort expended for the DWRF scope expansion items.

City of Muskegon
Water Filtration Plant Improvements
Bid Tabulation
Bids Received: November 12, 2003 at 2:00 pm

Bidder	Davis Construction Inc. 456 Plymouth NE Grand Rapids, MI 49505	John E. Green Inc. 778 Bridgeview, South Saginaw, MI 48604	Muskegon Construction Co. 111 W. Western Muskegon, MI 49442	Triangle Associates, Inc. 3769 Three Mile Rd. NW Grand Rapids, MI 49544
Bid Bond Attached	X	X	X	X
Bid Signed	X	X	X	X
Addenda Acknowledged	1,2,3,4	1,2,3,4	1,2,3,4	1,2,3,4
Base Bid Amount	\$16,825,000	\$16,350,000	\$15,560,000 15,477,500	\$16,190,000 15,944,000
Deductible Alternate No. 1	\$309,000	\$75,000	\$185,000	\$950,000
Deductible Alternate No. 2	\$81,000	\$146,000	\$83,000 X	\$246,000 X
Deductible Alternate No. 3	\$138,968	\$137,000	\$130,000	\$149,000
Deductible Alternate No. 4	\$100,310	\$63,000	\$90,000	\$477,000*
Deductible Alternate No. 5	\$30,000	No Bid	\$30,000	No Bid
Deductible Alternate No. 6	\$9,500	No Bid	\$9,500	No Bid
Deductible Alternate No. 7	No Bid	No Bid	No Bid	No Bid
Concrete Crack Repair /LF	\$39	\$39	\$39	\$45
Concrete Repair (> 2-Inch) /SF	\$46	\$46	\$46	\$53
Concrete Repair (< 2-Inch) /SF	\$43	\$43	\$43	\$49
Masonry Crack Repair /LF	\$10	\$11.50	\$11.50	\$5.25
Masonry Tuck Pointing /SF	\$35	\$5.80	\$5.80	\$7.75
End Suction Water Pumps	FAIRBANKS	ITT AC	FAIRBANKS	ITT AC
Split Case Water Pumps	AURORA	ITTAC	AURORA	ITT AC
Vertical Turbine Pumps	FLOWWAY	FLOWWAY	FLOWWAY	FLOWWAY
Flash Mixers	MASTER	MASTER	MASTER	MASTER
Flocculators	MEYERS	WALKER	JM MEYERS	WALKER
UV Disinfection Unit	SUNLIGHT	SUNLIGHT	SUNLIGHT	SUNLIGHT
Submersible Pumps	KSB	KSB	KSB	KSB
Plate Settlers Stainless Steel Option	MEURER	MEURER	MEURER	MEURER
Plate Settlers FRP/HIP Option	MEURER		MEURER	MEURER
Sludge Collection Mechanism	MEURER	MEURER	MEURER	MEURER
Blowers	SUTORBILT	ROOTS	SUTORBILT	ROOTS
Filtering Equipment	SEVERN	LEOPOLD	SEVERN	LEOPOLD
Mechanical Subcontractor	FHC	GREENE	FHC	NORTHWEST KENT
Electrical Subcontractor	WINDEMULLER	TAUNT	WINDEMULLER	WINDEMULLER

*Entry Error



The Company You Keep

Phone: 231-726-3177

Fax: 231-728-3547

E-mail: gpost@muskconco.com

FAX TRANSMITTAL

Date: November 14, 2003
To: Gail Kunding
Ken James
Dennis Benoit or Brent Bode
Rodney Brown
Fax Number: 724-4178
722-1214
1-616-942-5787
722-2728
Number of Pages: 5
From: Gary Post
Subject: Water Filtration Plant

Gail and Gentlemen,

Please find following our letter addressing the minority participation on the above referenced project. We will be sending a hard copy in the mail, as well.

If you have any questions, please call


Gary



ISO 9001 Certified

The Company You Keep

111 W. Western • P.O. Box 477 • Muskegon, MI 49443 • V 231-726-3177 • F 231-728-3547 • E mcc@muskegonco.com

November 14, 2003

CITY OF MUSKEGON, MICHIGAN

City Clerk's Office

933 Terrace Street

Muskegon, MI 49443

**Subject: Minority Participation
Water Filtration Plant Improvements
City Contract No.: 0482.031-W-1**

Ms. Gail Kunding:

Please accept this letter as our response to the City's and the Engineer's request for specific information concerning the minority contractor component for the above referenced project.

We and our subcontractors propose to use the following minority contractors:

<u>Trade</u>	<u>Subcontractor</u>	<u>Minority Contractor</u>	<u>Amount</u>
Concrete	Grand River	McKinley	\$ 49,250
Mas. Restor.	D.C. Byers	Big Mac Masonry	64,000
Earthwork	Jackson-Merkey	Yellow Rose Trucking	74,000
Electrical	Windemuller	Taylor Electric	290,000
Gen'l Trades	Muskegon Constr.	D.P.C.A.	64,500
Filter Media	Muskegon Constr.	D.P.C.A.	148,000
Misc. Conc.	Muskegon Constr.	D.P.C.A.	80,000
Pre-cast	H.E.R. Construction		100,000
Filter Rem.	H.E.R. Construction		81,600
Misc. Metals	H.E.R. Construction		100,000
FRP Material	H.E.R. Construction		45,000
Filter Equip.	H.E.R. Construction		550,000
Mech. Equip.	H.E.R. Construction		870,000
Total			\$2,516,350

This represents a minority participation amount of 16.2% of our base-bid amount. In addition, Yellow Rose Trucking and H.E.R. Construction are Women-owned businesses and their portions represent a WBE participation of 11.7% of our base-bid amount.



The Company You Keep

ISO 9001 Certified

Ms. Gail Kunding
November 14, 2003
Page 2 of 2

There may be additional opportunities to engage local minority contractors in this project and we'll explore that more fully. Nevertheless, at this time we believe they are well-represented on this project.

You will also find a copy of our subcontractor list as of this date. If you have any questions, please call. We look forward to the successful completion of this project with you.

Sincerely,

MUSKEGON CONSTRUCTION COMPANY

A handwritten signature in dark ink, appearing to read "Gary Post", is written over the printed name.

Gary Post, PE
President

cc:	Mr. Ken James	City of Muskegon
	Mr. Dennis Benoit	Tetra Tech MPS
	Mr. Rodney Brown	Muskegon Urban League

**CITY OF MUSKEGON WATER FILTRATION PLANT
RENOVATIONS/IMPROVEMENTS**

SUBCONTRACTOR LIST - AS OF 11-14-03



Description	Company	Contact	Phone	Fax	Cell Phone Or Nextel	Pager or Nextel Pin	Address	City, State, Zip
chitect/Engineer	Tetra Tech MPS	Dennis Benoit	616-942-5566	616-942-5787			3949 Sparks Drive S.E.	Grand Rapids, MI 49546
chitect/Engineer	Tetra Tech MPS	Brent Bode	616-942-5566	616-942-5787			3949 Sparks Drive S.E.	Grand Rapids, MI 49546
mer	City of Muskegon	Bob Veneklasen	231-724-4106	231-755-5290			1900 Beach Street	Muskegon, MI 49442
mer	City of Muskegon	M. Al-Shatel	231-724-6707	231-724-6790			933 Terrace St.	Muskegon, MI 49443
mer	City of Muskegon	Kevin Herbert	231-724-4106	231-755-5290			1900 Beach Street	Muskegon, MI 49442
mer	City of Muskegon	Ken James	231-724-6703	231-722-1214			933 Terrace St.	Muskegon, MI 49443
resident	Muskegon Construction Co.	Gary Post	231-726-3177	231-728-3547			111 W. Western Ave.	Muskegon, MI 49442
ad Estimator	Muskegon Construction Co.	Tom Lambert	231-726-3177	231-728-3547			111 W. Western Ave.	Muskegon, MI 49442
Superintendent	Muskegon Construction Co.		231-726-3177	231-728-3547			111 W. Western Ave.	Muskegon, MI 49442
ject Manager	Muskegon Construction Co.		231-726-3177	231-728-3547			111 W. Western Ave.	Muskegon, MI 49442
ework	Jackson Merkey Contractors	Gary Merkey	231-727-9344	231-726-2060			555 E. Western Ave.	Muskegon, MI 49442
phalt Paving	Asphalt Paving, Inc.	Ken Johnson	231-733-1409	231-733-4256			1000 E. Sherman Blvd	Muskegon, MI 49442
rb & Gutter								
ncing	Freedom Fence	Bill Benefiel	616-243-8061				1127 28th St. S.E.	Grand Rapids, MI 49508
ndscaping	Earthscapes	Jim Heneveld	231-865-3292	231-865-6447			5481 Airline Road	Fruitport, MI 49415
uctural Concrete	Grand River Construction	Don Spruit	616-669-5611	616-669-3466			5210 36th Ave.	Hudsonville, MI 49426
ecast Concrete	Prestressed Group or Stess-Con							
oncrete Restoration	D. C. Byers Company	Ron De Leeuw	616-538-7300	616-538-1970			5946 Clay Ave. S. W.	Grand Rapids, MI 49548
asonry	D & G Masonry	John Gritter	616-949-0809	616-949-2027			1564 Southlawn	Jenison, MI 49428
asonry Restoration	D. C. Byers Company	Ron De Leeuw	616-538-7300	616-538-1970			5946 Clay Ave. S. W.	Grand Rapids, MI 49548
isc. Metals								
uminum Railings								
RP Material	Seasafe or Uniflex							

d Applied Wtrprf	D. C. Byers Company	Ron De Leeuw	616-538-7300	616-538-1970			5946 Clay Ave. S. W.	Grand Rapids, MI 49548
al Roofing	Reliable Sheet Metal	Phil	616-896-9427	616-896-9887			1041 16th Avenue	Byron Center, MI 49315
DM Roofing	Stevens or Great Lakes Systems							
ter Repellents	D. C. Byers Company	Ron De Leeuw	616-538-7300	616-538-1970			5946 Clay Ave. S. W.	Grand Rapids, MI 49548
lights								
alking & Sealants	D. C. Byers Company	Ron De Leeuw	616-538-7300	616-538-1970			5946 Clay Ave. S. W.	Grand Rapids, MI 49548
P Doors & Frs	Architectural Hardware	Ron Kartes	231-830-9826	231-830-9178			2406 Roberts St.	Muskegon, MI 49444
or Hardware	Architectural Hardware	Ron Kartes	231-830-9826	231-830-9178			2406 Roberts St.	Muskegon, MI 49444
or Access Drs								
ss & Glazing	Commercial Glass & Glazing	Andy McIntyre	616-735-3970	616-735-3972			3529 3 Mile N.W.	Grand Rapids, MI 49544
e & Flooring	Muskegon Tile	Ken Cain	231-722-7139	231-728-1739			1124 E. Hackley Ave.	Muskegon, MI 49444
id Abatement	D. C. Byers Company	Ron De Leeuw	616-538-7300	616-538-1970			5946 Clay Ave. S. W.	Grand Rapids, MI 49548
er Coatings	D. C. Byers Company	Ron De Leeuw	616-538-7300	616-538-1970			5946 Clay Ave. S. W.	Grand Rapids, MI 49548
nting	A. J. Vallier Sons, Inc.	Dan Vallier	231-722-7126	231-726-2601			1664 64th Street	Muskegon, MI 49441
ists	CRB Crane & Service	Dave Martin	269-506-8283	517-552-5946				
ter Equipment	Hamlett Environm. (Severn)	Randy Hamlet	517-545-2500	517-545-3231			905 Gullett Road	Howell, MI 48843
chanical	FHC Franklin Holwerda	Bob Holt	616-538-3231	616-538-2797			2509 29th St. S.W.	Wyoming, MI 49509
etrical	Windemuller Electric	Cindy Ladewig	616-877-8770	616-877-8700			1176 Electric Avenue	Wayland, MI 49348

sion 1

e Revised: 10/22/02

Contact List

406FR004



TETRA TECH MPS

November 17, 2003

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

**Re: Water Filtration Plant Improvements
Contract 0482.031-W-1**

Dear Mr. Veneklasen:

Bids were received for the above project on November 12, 2003 at 2:00 p.m. at the City Clerk's Office. A total of four bids were received from Contractors that were previously prequalified to submit. A summary tabulation of the bids received and other information from the bids is attached. The base bid amounts ranged from \$15,560,000.00 to \$16,825,000 for a spread of 8.1 % from the lowest to highest bid. From this, it can be inferred that four very competitive bids were received.

Our opinion of construction cost for this project is \$16,492,000, which includes an adjustment from our previous opinion for the valve actuators added as part of Addendum No. 3. All but one of the bidders were below our opinion of cost for this project.

We have reviewed the information provided by the two lowest bidders relative to complying with the City's intent to utilize local and disadvantaged business enterprise (DBE) contractors on this project. Both Muskegon Construction Co. and Triangle Associates, Inc. have submitted evidence of due diligence in the solicitation and utilization of minority and women owned subcontractors on this project. Both of these bidders have provided a list of DBE contractors that they intend to utilize on this contract. These are also attached for you review. Also, each of the two low bid contractors has provided a list of local subcontractors that they intend to utilize on this project.

There were a total of seven deductible alternates included in the bid package that could potentially be utilized to reduce the construction cost to fall within available budget funds if necessary. Deductible Alternate No. 1 was included in order to evaluate the cost of excluding Davis Bacon Prevailing wage rates from the project. In our opinion, deletion of the prevailing wage rates will have no effect on the ability of the Contractor to perform this project. In addition, the City may incur additional administrative costs to monitor wage rates throughout the project if this requirement remains, since wage rate interviews are the main method to determine whether the Contractors are paying the current prevailing wages to the laborers. In addition, the Michigan Department of Environmental Quality does not require that prevailing wages, in accordance with the Davis Bacon Act, be included as part of the project documents. In consideration of the substantial savings offered by the acceptance of Deductible Alternate No. 1, we recommend that this alternate be accepted. We do not see a necessity to accept

Mr. Robert Veneklasen
Water Filtration Plant Contract 0482-031-W-1
Award Recommendation
November 17, 2003
Page 2

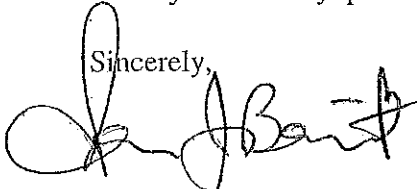
any of the other deductible alternates provided that the City has adequate funds to complete the project. If Deductible Alternate No. 1 were accepted, the adjusted Contract Amount would be \$15,375,000. for Muskegon Construction Company and \$15,240,000. for Triangle Associates, Inc.

In consideration of this, we recommend award of this Contract to Triangle Associates, Inc, for the amount of \$15,240,000.00

We understand that the City has indicated its intent to secure funding for the project through the State Drinking Water Revolving Fund (DWRP) administered by the Michigan Department of Environmental Quality (MDEQ). As you are aware, the funding level for the current Federal Fiscal Year has not been set by Congress. It is anticipated that this will be done sometime in early December and that, once set, the funding range will include the Muskegon projects. We further understand that the City has available funds from a previous bond issue to authorize this project to proceed prior to the receipt of loan proceeds through the DWRP program, which would be anticipated in March 2004. We further understand that the City's finance director has indicated that, as a contingency, a bond sale could be arranged if the DWRP funds are jeopardized for whatever reason. In consideration that the City is under order to remove the discharge of its waste wash water to Lake Michigan by May of 2005 and that this project is necessary to making that a possibility, we recommend that the project be awarded at this time provided that the City Finance Director is in concurrence with the interim financing arrangements.

We appreciate this opportunity to be of continued service to the City of Muskegon. Please feel free to call if you have any questions or would like to discuss these bids further.

Sincerely,



Dennis J. Benoit, P.E.
Senior Vice President

Cc: Robert Kuhn, P.E.
Mohammed Al-Shatel, P.E.
Tim Paul
Ken James

Enclosures

/djb

*See packet for
full brochure*



The company you keep.



**City of Muskegon
Water Filtration Plant
Improvements
Contract No. 0482.031-W-1**

Date: November 25, 2003
To: Honorable Mayor and City Commission
From: DPW – Water Filtration
RE: Laboratory Remodeling Proposal

2003-96 d)

SUMMARY OF REQUEST:

To enter into an engineering/design agreement for the remodeling of the laboratory and control area of the Water Filtration Plant.

FINANCIAL IMPACT:

The engineering/design proposal cost is \$54,000, including document preparation, advertising, bidding, and construction oversight.

BUDGET ACTION REQUIRED:

None. It is anticipated the engineering/design and construction costs will be funded through the State of Michigan Drinking Water Revolving Fund.

STAFF RECOMMENDATION:

Recommends the City enter into a contract with Tetra Tech MPS for engineering/design of the laboratory remodeling project at the Water Filtration Plant.

MEMORANDUM

11/17/03

TO: R. KUHN, DPW

FROM: R. VENEKLASSEN, WFP

**RE: ADDITION OF LABORATORY REMODELING PROJECT TO THE
DRINKING WATER REVOLVING FUND APPLICATION**

PROJECT BACKGROUND

The laboratory remodeling was first recommended in the 1991 Reliability Study as a "Priority III item. The study suggests, "Remodel the existing laboratory into a Plant control room and shift operator offices and remodel the second floor to provide for additional laboratory space". The recommendation also provided for remodeling of the east Plant entrance and making better use of the existing lobby.

The east entrance was updated as part of the Multi-Purpose Building project. The second floor suggestion is no longer necessary due to the abandonment of the room previously used for chlorine storage and application. Portions of this recommendation are included in the following explanation.

HISTORY

The present laboratory is a mix of two eras; the original 1937 laboratory to the south and the 1964 addition on the north end which included the Plant control panel. The control panel was replaced in 1993 with computers as part of the Instrument and Control project. To date, both portions of the laboratory/control room have the original fixtures, cabinets, and benchtops.

LABORATORY REMODELING

The remodeling is planned to update furnishings of 40 to 65 years of age and to create more efficient workspaces. It is intended to create an operation/control area, treatment wet-lab area, bacteriological lab area, and a work area for the Plant Chief Operator. The intent is to enlarge the laboratory area into a portion of the space occupied by the present staff break/lunch room.

The present locker room space is inadequate as it cannot accommodate locker for all staff members (10). By using the remainder of the breakroom space, the locker room will be capable of accommodating all staff members.

The old chlorine room has been vacant since we began the use of Sodium Hypochlorite and it's application from the Multi-Purpose Building. It is expected this room will become the break/lunch room. The adjacent room previously used for Aluminum Sulfate and Fluoride application pumps and equipment will be used as a kitchenette – for things such as the coffeemaker, microwave, oven, and refrigerator. The Aluminum Sulfate and fluoride is now applied from the Multi-Purpose Building.

PROJECT PLAN

This project has been included in the City's Capitol Improvements Plan for a number of years. It is presently scheduled for the 2005 budget year at a proposed amount of \$400,000. This cost is based on the 1991 Reliability Study estimate and subsequent increases in the Engineering New Record (ENR).

SCHEDULE

The Finance Director contacted me with the indication that we should consider adding any planned projects to the present Drinking Water Revolving Fund (DWRF) funding application. He makes this recommendation due the attractive interest rate currently being offered by the DWRF program and that it is unlikely we will utilize this program in the near future. He further indicated this funding has the most attractive interest rate the City will experience for some time.

CONTINGENCIES

The addition of this project to our DWRF funding request hinges upon approval by the Michigan Department of Environmental Quality, Environmental Science Services Division (MDEQ-ESSD) as fitting the scope of the improvements in our original application. Initial inquiries with MDEQ in this regard have received favorable responses, but no guarantees until a final design is submitted and permitted. The timeline for the DWRF funding does require that we proceed immediately to insure we are able to meet the required submittal dates. This is an eleventh-hour effort to take advantage of the attractive funding currently offered by the DWRF program.

In the event this project would be rejected by MDEQ for funding under the DWRF program, the design work will be completed in advance of the 2005 plans.

FUNDING

The engineering/design, construction, and construction engineering oversight costs for this project, if approved, will be part of the DWRF application so will not require any additional funding.

PROPOSAL

I have solicited Tetra Tech MPS, the engineering design firm we are utilizing for the present Water Filtration Plant Improvements project and the DWRF funding process, for a proposal to perform the design, bidding, and oversight of the Laboratory Remodeling project. Included is a proposal from Tetra Tech in the amount of \$54,000.

RECOMMENDATION

It is my recommendation that the City proceed with the engineering design of the Laboratory Remodeling project and its inclusion in the DWRF funding application. I look forward to your concurrence.

November 14, 2003

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

Re: Water Filtration Laboratory Remodeling

Dear Mr. Veneklasen:

Thank you for requesting a proposal from Tetra Tech MPS to provide design and construction phase engineering services associated with the remodeling of the laboratory, locker room, toilet room and lunch room and former Alum feed room (currently an office) at the water Filtration Plant. We understand that you would like to accomplish the following objectives:

1. Remodel the existing office into a kitchen and create a doorway into the adjoining room, which will be utilized as a lunchroom / conference room.
2. Relocate the wall currently separating the existing lunchroom from the laboratory and create a new computer workspace for the operators.
3. Relocate the staff lockers into the remaining former lunchroom.
4. Remodel and/or replace the existing laboratory cabinets and create a new wet lab for analysis.

In order to assist the City, we propose the following scope of engineering services:

1. We will make a site visit to view the existing spaces and determine the detailed approach to the design and the. During this meeting, we will discuss preliminary ideas for the design and preliminary ideas for the floor plan relocation. An electrical and mechanical engineer, an architect and the project manager will attend this meeting.
2. We will prepare sketches for your review and gain your concurrence prior to preparing detailed drawings. We will be relying on your staff to provide input on the most efficient laboratory equipment layout since they are the most familiar with the tests required at your facility and the optimum layout of the equipment.

3. We will prepare detailed mechanical, architectural and electrical drawings including specifications.
4. We will prepare bidding documents for this work as a stand-alone contract. We will prepare a cost opinion for the completed design.
5. We will provide sets for review by the MDEQ along with an application for a construction permit and will respond to any questions that they may have during their review.
6. We will prepare an advertisement for bids and provide to the City Clerk for solicitation of bids.
7. We will review the bids received and provide a recommendation of award for the City Commission to consider.
8. We will provide engineering services during construction including shop drawing and submittal review, pay request review and progress meetings as required.

For the above scope of services, we anticipate a proposed budget fee of \$54,000. This fee will not be exceeded without your prior authorization. We propose to perform these services as an amendment to our current contract for design services. If you are in concurrence with the proposed scope and fee, please let us know and we will prepare a contract amendment for execution.

We intend to have the design complete by mid December and advertise prior to January 3, 2004, in accordance with the MDEQ schedule for 2nd Quarter funding.

We appreciate this opportunity to be of continued service to the City of Muskegon. Please feel free to call if you have any questions or would like to discuss this proposal further.

Sincerely,

Dennis J. Benoit, P.E.
Senior Vice President

/djb

Commission Meeting Date: November 25, 2003

2003-962)

Date: November 17, 2003
To: Honorable Mayor & City Commission
From: Planning & Economic Development Department
**RE: Memorandum of Understanding- Clean-Up of
Laketon Avenue Railroad Corridor**

SUMMARY OF REQUEST: The City and the Michigan Department of Natural Resources (MDNR) developed an informal agreement in the summer of 2003 to clean up the Laketon Avenue railroad corridor between Getty and US 31 and the Laketon/Nims Street area. The Agreement includes the MDNR paying up to \$11,425 for the clean up (primarily railroad ties). The most economical price to remove and stockpile the railroad ties was from Freelance, Inc. Their cost is \$8,925. The City DPW has agreed to transport and dispose of the ties. The contractor will also clean up the burned railroad siding on Nims Street for \$3,800 and the DPW will remove the refuse. Since there was a halt on additional State spending in August, we are just now getting the Memorandum of Understanding from the State. They are now able to release the funds.

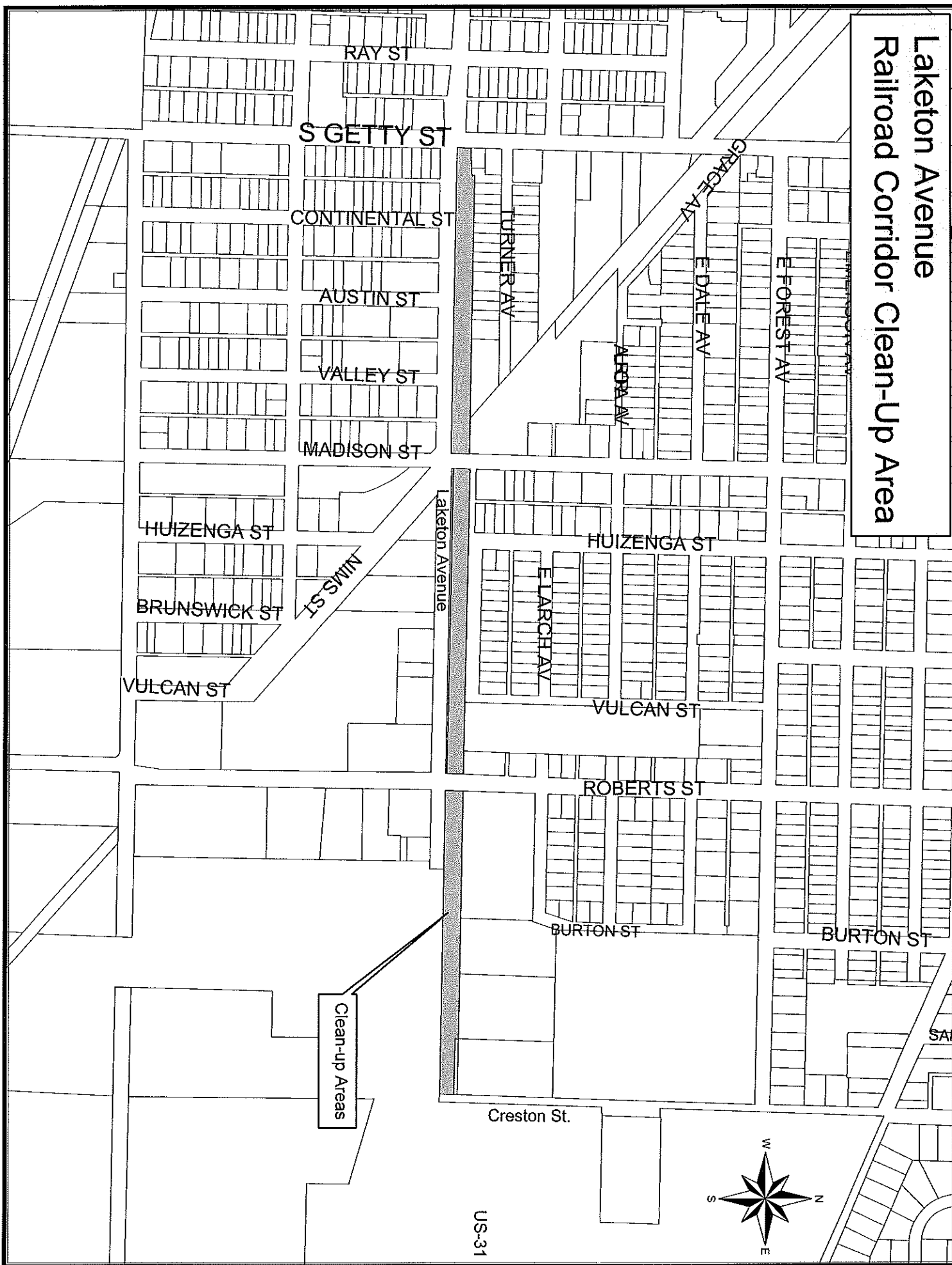
FINANCIAL IMPACT: The City will pay the difference between the State contribution and the contractors costs, in the amount of \$1,300. The City will also provide the labor transport and disposal of the ties and vegetation removal.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: To approve the attached Memorandum of Understanding and Agreement for the Recreation Improvement Fund and authorize the City Manager to sign the Agreement.

COMMITTEE RECOMMENDATION: None.

Laketon Avenue Railroad Corridor Clean-Up Area





MEMORANDUM OF UNDERSTANDING AND AGREEMENT FOR THE RECREATION IMPROVEMENT FUND

Grant Agreement Number:
RIF-2004-21-05

This information is required by authority of Part 711 of Act 451 of 1994, as amended to qualify for reimbursement.

Grantee: City of Muskegon		
Attn: Bryon Mazade		
Address 933 Terrace Street		
City Muskegon, MI	State MI	ZIP Code 49443
Federal Employer Identification Number (FEIN): 38-6004522		

(It is expressly understood by and between the parties hereto that the proposal bears the above Grant Agreement Number and associated documents including all attachments, are by this reference made part of this understanding. All materials bearing this number constitute the entire understanding between the parties.)

An agreement is made between the MICHIGAN DEPARTMENT OF NATURAL RESOURCES (hereafter called the Department; State Trails Coordinator, contracting officer) and the above grantee for funding of railroad tie cleanup of state trail property on Laketon Avenue/Nims Avenue.

The project period shall be from November 21, 2003 to September 30, 2004. This understanding shall convey a sum of money for eligible costs, but which shall not in any event exceed Eleven Thousand, four hundred twenty-five, \$11,425.00 dollars.

All projects will comply with the Americans Disabilities Act.

All work must comply with State and Federal guidelines rules, regulations and laws.

Additional guidelines and specifications for agreement:

- **Project Coordination:** The Department contact for this project is James Radabaugh, Michigan Department of Natural Resources, hereafter referred to as the Coordinator. The Grantee will confer regularly with the Coordinator on the progress of this project.
- **Payment:** Where applicable, the Department agrees to reimburse the Grantee for authorized expenditures upon verification of actual expenditures up to 90% of the grant amount. The Department will pay the final 10% upon project completion and final audit. Total payment under this grant is not to exceed the actual costs or \$11,425.00, whichever is less. Initial request for payment shall be on the form attached (additional forms are available from the address at the end of this agreement). All requests for payment must be submitted quarterly and received in the DNR office by the 15th of the month following the quarters end. A final request must be made by October 15th, 2004. Requests for payment will include copies of invoices and cancelled checks for all expenditures.
- **Fiscal Control and Accounting Procedures:** In addition to the summary documentation submitted to the Department, the Grantee will keep complete financial records. Basic documents required to be maintained for audit include purchase orders, vouchers, authorized payments, and time records for individual employees' charged to this program. All financial records for this grant will be retained by the Grantee until audited, or for a minimum of three (3) years, whichever is less. Records under audit will be retained until the audit is closed.
- **Procurement:** The grantee will use their own procurement procedures provided they reflect applicable State and local laws and regulations.
- **Prevailing Wage and Fringe Benefits:** Any sub-contractor performing work under this agreement must comply with the requirements of 1965 State of Michigan Public Act 166.
- **Insurance:** The Grantee will add the State of Michigan, Department of Natural Resources as an additional insured party on their liability insurance policy. Proof of this must be supplied to the State Trails Coordinator prior to the Department releasing any reimbursements for this grant.
- **Changes:** From time to time, changes may be needed in the scope of the project and the grant. All changes must be submitted in writing to the Coordinator and approved by the Department prior to being implemented. Changes implemented prior to approval by the Department will not be eligible for reimbursement.

- **Audits:** The project and related reports are subject to audit by the Department. This may include both financial audits and site visits.
- **Hold Harmless:** Each party to this agreement will be responsible for its own negligent acts, including the acts of its officers, agents, and employees.
- **Right of Cancellation:** This grant agreement may be cancelled by either party upon giving 30 days written notice to that effect to the other party.

The individuals or officers signing on behalf of the parties to this Agreement certify by their signatures that they have read, understand and agree to comply with this Agreement and have the authority to enter into this Agreement on behalf of the Grantee.

COORDINATOR:

Printed Name: JAMES RADABAUGH Title: STATE TRAILS COORDINATOR
 Signature: James Radabaugh Date: 12/9/03

GRANTEE'S REPRESENTATIVE(S):

Printed Name: BRYON L. MAZADE Title: CITY MANAGER
 Signature: Bryon L. Mazade Date: 12-2-03

Printed Name: _____ Title: _____
 Signature: _____ Date: _____

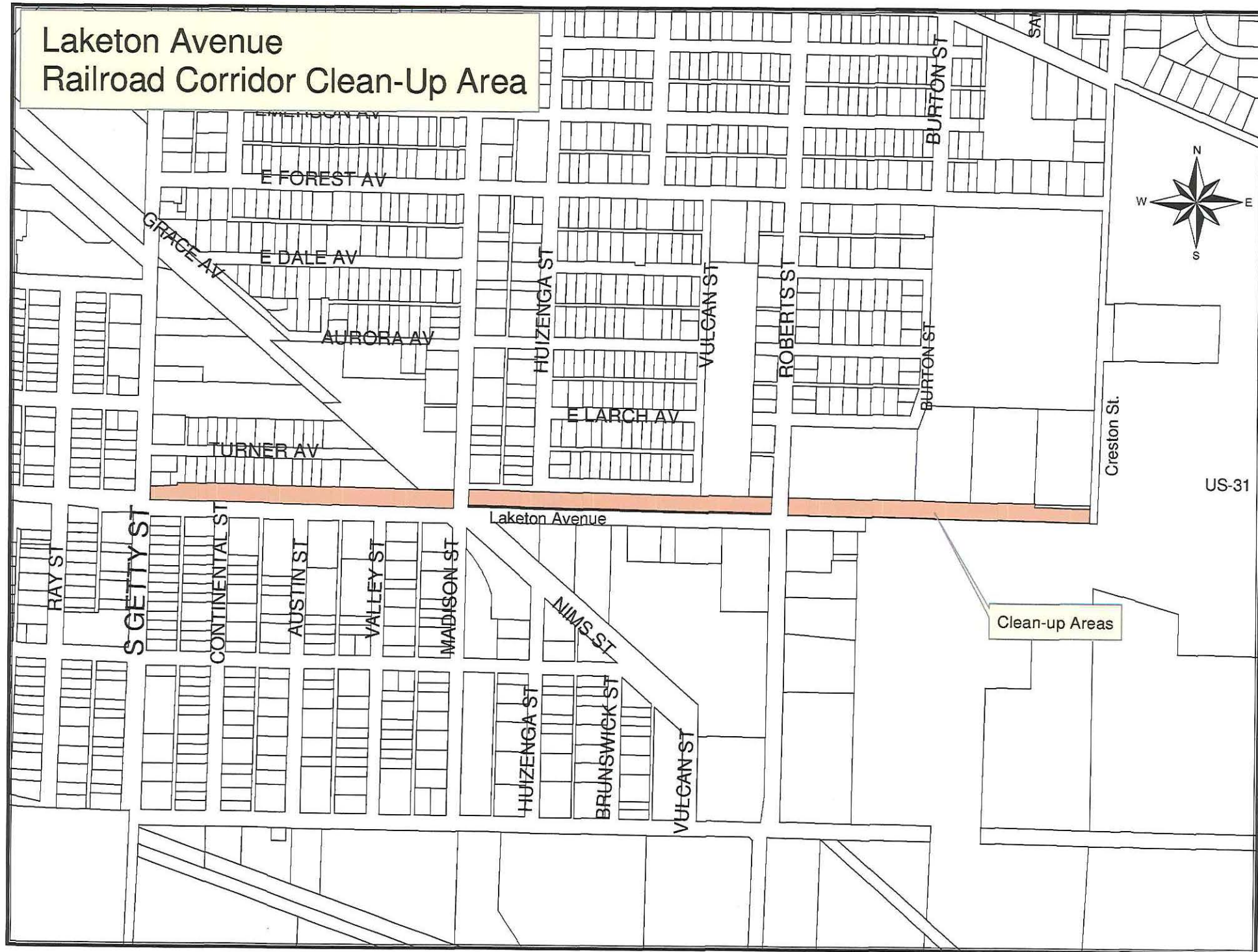
Printed Name: _____ Title: _____
 Signature: _____ Date: _____

Please sign and return both copies of this sub agreement to:

ATTN: STATE TRAILS COORDINATOR
 RECREATION AND TRAILS SECTION
 FOREST, MINERAL AND FIRE MANAGEMENT
 MICHIGAN DEPARTMENT OF NATURAL RESOURCES
 PO BOX 30452
 LANSING MI 48909-7952

(a fully executed copy will be returned for your files)

Laketon Avenue Railroad Corridor Clean-Up Area



Commission Meeting Date: November 25, 2003

Date: November 14, 2003
To: Honorable Mayor and City Commissioners
From: Planning & Economic Development *CBC*
RE: Rezoning request for the South Half of Block 317 (including the former Boilerworks property)

2003-96 f)
needs 2nd reading

SUMMARY OF REQUEST:

Request to rezone the south half of Block 317 (owned by Muskegon Group Properties, LLC and the Muskegon Eagles) from I-2, General Industrial to H, Heritage.

FINANCIAL IMPACT:

None

BUDGET ACTION REQUIRED:

None

STAFF RECOMMENDATION:

Staff recommends approval of the request.

COMMITTEE RECOMMENDATION:

The Planning Commission recommended approval of the request at their 11/13 meeting. The vote was unanimous with B. Smith and B. Mazade absent.

AGENDA ITEM 2003-96 g)
CITY COMMISSION MEETING 11/25/03

TO: Mayor and City Commission

FROM: Lee Slaughter, Assistant City Manager
Mohammed Al-Shatel, City Engineer

DATE: November 18, 2003

RE: Telecommunication Permit – Verizon – Under the METRO Act

SUMMARY OF REQUEST

Authorize the Mayor to sign the permit application submitted by Verizon North Inc. Submittal of the permit application is in response to the City opting into the state's METRO Act. It is further requested that approval be conditioned upon verification of satisfactory insurance coverage consistent with the terms of the Act and city policy.

FINANCIAL IMPACT

None.

BUDGET ACTION REQUIRED

None.

STAFF RECOMMENDATION

To approve the permit and sign the document.

COMMITTEE RECOMMENDATION

None.

COVER LETTER PARAGRAPH NUMBERING CORRECTION

Please note that the paragraph numbers on page 2 of the cover letter should be 5), 6), and 7) instead of 1), 2), and 3). The numbering and topics should read as follows:

- 1) METRO Act Permit Application Form
- 2) 180 Day Extension
- 3) Key Employee Contact List
- 4) Unilateral Permit
- 5) Certificate of Insurance
- 6) Confidential and Proprietary Route Map
- 7) Licenses

We apologize for any confusion this may have caused.

Donald E. Williams
Manager-Municipal Affairs



600 Hidden Ridge, HQE02E64
P.O. Box 152092
Irving, TX 75038

Phone 972 718-6129
Pager 888 993-0630
Fax 972 719-7948
Toll Free 888 483-2788
williams.donald@verizon.com

October 20, 2003

CITY OF MUSKEGON
City Clerk, City Manager, City Attorney
P. O. Box 536
Muskegon, MI 49443-0536

In accordance with Section 5 (3) of the Metropolitan Extension Telecommunications Right-of-Way Oversight Act, Public Act 48 of 2002, ("METRO"), Verizon North Inc. and Contel of the South, Inc., d/b/a Verizon North Systems (collectively, "Verizon") hereby submits its application for a permit. As a provider with facilities already located in the public right-of-way as of the effective date of the METRO Act, Verizon obtained an additional 180 day extension for submitting this permit application from the METRO Authority, copy attached. Additionally, under the terms of Section 5 of the METRO Act, Verizon is exempt from paying the administrative fee required under Section 6(4).¹

Verizon is enclosing certain key information related to this initial permit:

- 1) METRO Act Permit Application Form: This is the application for Verizon's initial registration.
- 2) 180 Day Extension: The METRO Authority granted Verizon an extension to file its initial application with municipalities until October 27, 2003.
- 3) Key employee contact list: This official business list includes contacts for engineering, construction, customer service and municipal affairs. A 24-hour emergency contact number into Verizon's Repair Resolution Center is provided. This Center will immediately notify the local, "on-call" supervisor of any situation needing Verizon's prompt action.
- 4) Unilateral permit: Two copies of the unilateral permit are provided for execution and return to Verizon at the above address. Upon receipt, Verizon will acknowledge receipt and return one of the original, signed

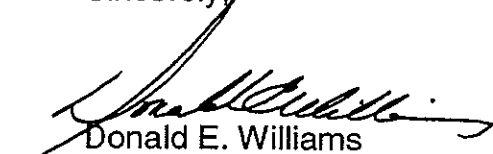
¹Section 5(3) of the METRO Act provides, in part, that, "A provider submitting an application under this subsection is not required to pay the administrative fee required under Section 6(4)".

copies for your records and retain one for our files. For administrative ease, Verizon has provided that this permit be for a five-year term, with automatic renewals unless either party notifies the other of its intent to not renew. Verizon will seek construction permits, as required, for the placement of new or additional facilities in the public right-of-way in accordance with Section 15 of the METRO Act. Under the terms of Section 4(1) of the METRO Act, Verizon will not be subject to fees or other consideration for access to or use of the public rights-of-way, other than the annual maintenance fee provided in Section 8 of the METRO Act.²

- 1) Certificate of Insurance: A copy of Verizon's standard ACORD certificate of insurance, which meets and exceeds the established liability limits, is enclosed.
- 2) Confidential and Proprietary Route Map: A confidential and proprietary route map of Verizon's existing facilities is provided in an electronic format on the enclosed compact disk. Verizon will provide an updated route map within 90 days of completion of any construction project. The maps should be viewable using most standard mapping systems. However, if you do experience problems, you may want to use the Bentley View program, which is publicly available and downloadable from the internet at www.Bentley.com, under "products". As these maps contain information Verizon has designated as a trade secret, proprietary and/or confidential, and, as provided in Section 6(5) of the METRO Act, they are exempt from the freedom of information act, 1976 PA 442, MCL 15.231 to 15.246.
- 3) Licenses. Copies of the permanent licenses issued to GTE North Incorporated and Contel of the South, Inc. d/b/a GTE Systems of Michigan, predecessors of Verizon North Inc. and Contel of the South, Inc., d/b/a Verizon North Systems are provided.

Should you have any questions, please call me, toll-free, at 1-888-483-2788. Please note that Section 15(1) of the METRO Act provides that "A municipality shall approve or deny access within 45 days from the date a provider files an application for a permit for access to a public right-of-way".

Sincerely,



Donald E. Williams
Manager-Municipal Affairs

²Section 4(1) of the METRO Act provides, in part, that, "... after the effective date of this act, a municipality in a metropolitan area shall not enact, maintain, or enforce an ordinance, local law, or other legal requirement applicable to telecommunication providers that is inconsistent with this act or that assesses fees or requires other consideration for access to or use of the public right-of-way that are in addition to the fees required under this act".

METRO Act Permit Application Form

CITY OF MUSKEGON

**APPLICATION FOR
ACCESS TO AND ONGOING USE OF PUBLIC WAYS BY
TELECOMMUNICATIONS PROVIDERS
UNDER
METROPOLITAN EXTENSION TELECOMMUNICATIONS
RIGHTS-OF-WAY OVERSIGHT ACT
2002 PA 48
MCLA SECTIONS 484.3101 TO 484.3120**

BY

**VERIZON NORTH INC. and CONTEL OF THE SOUTH, INC., d/b/a VERIZON
NORTH**

(“APPLICANT”)

Unfamiliar with METRO Act?--Assistance: Municipalities unfamiliar with Michigan Metropolitan Extension Telecommunications Rights-of-Way Oversight Act (“METRO Act”) permits for telecommunications providers should seek assistance, such as by contacting the Communications Division of the Michigan Public Service Commission at 517-241-6210 or via its web site at <http://www.michigan.gov/mpsc/comm/rightofway/rightofway.htm>.

45 Days to Act—Fines for Failure to Act: The METRO Act states that “A municipality shall approve or deny access under this section within 45 days from the date a provider files an application for a permit for access to a public right-of-way.” MCLA 484.3115(3). The Michigan Public Service Commission can impose fines of up to \$40,000 per day for violations of the METRO Act. It has imposed fines under the Michigan Telecommunications Act where it found providers or municipalities violated the statute.

Where to File: Applicants should file copies as follows [municipalities should adapt as appropriate—unless otherwise specified service should be as follows]:

- Three (3) copies (one of which shall be marked and designated as the master copy) with the Clerk at P. O. Box 536, Muskegon, MI 49443-0536.
-

CITY OF MUSKEGON

**APPLICATION FOR
ACCESS TO AND ONGOING USE OF PUBLIC WAYS BY
TELECOMMUNICATIONS PROVIDERS**

By

**VERIZON NORTH INC. and CONTEL OF THE SOUTH, INC., d/b/a VERIZON
NORTH SYSTEMS**

("APPLICANT")

This is an application pursuant to Sections 5 and 6 of the Metropolitan Extension Telecommunications Rights-of-Way Oversight Act, 2002 PA 48 (the "METRO Act") for access to and ongoing usage of the public right-of-way, including public roadways, highways, streets, alleys, easements, and waterways ("Public Ways") in the Municipality for a telecommunications system. The METRO Act states that "A municipality shall approve or deny access under this section within 45 days from the date a provider files an application for a permit for access to a public right-of-way." MCLA 484.3115(3).

This application must be accompanied by a one-time application fee of \$500, unless the applicant is exempt from this requirement under Section 5(3) of the METRO Act, MCLA 484.3105(3).

1 GENERAL INFORMATION:

1.1 Date: **October 20, 2003**

1.2 Applicant's legal name: **Verizon North Inc. and Contel of the South, Inc.,
d/b/a Verizon North Systems**

Mailing Address: **860 Terrace Street, MC: MIGFRIA, Muskegon,
MI 49440**

Telephone Number: **1-888-483-2788**
Fax Number: **972-719-7948**

Corporate website: **www.verizon.com**

Name and title of Applicant's local manager (and if different) contact person
regarding this application:

MailingAddress: _____
Telephone Number: _____
Fax Number: _____
E-mail Address: _____

See attached official list of key Verizon business contacts, including mailing addresses, e-mail addresses and telephone numbers.

1.3 Type of Entity: (Check one of the following)

- ☒ Corporation
☐ General Partnership
☐ Limited Partnership
☐ Limited Liability Company
☐ Individual
☐ Other, please describe: _____

1.4 Assumed name for doing business, if any: **Verizon**

1.5 Description of Entity:

- 1.5.1 Jurisdiction of incorporation/formation;
1.5.2 Date of incorporation/formation;
1.5.3 If a subsidiary, name of ultimate parent company;
1.5.4 Chairperson, President/CEO, Secretary and Treasurer (and equivalent officials for non-corporate entities).

This information is publicly available within the Applicant's most recent annual report filed with the Michigan Department of Consumer and Industry Services

1.6 Attach copies of Applicant's most recent annual report (with state ID number) filed with the Michigan Department of Consumer and Industry Services and certificate of good standing with the State of Michigan. For entities in existence for less than one year and for non-corporate entities, provide equivalent information.

These filings are public information on file with the Michigan Department of Consumer and Industry Services.

1.7 Is Applicant aware of any present or potential conflicts of interest between Applicant and Municipality? **No.**

If yes, describe:

1.8 In the past three (3) years, has Applicant had a permit to install telecommunications facilities in the public right of way revoked by any Michigan municipality?

Circle: Yes [No]

If "yes," please describe the circumstances.

1.9 In the past three (3) years, has an adverse finding been made or an adverse final action been taken by any Michigan court or administrative body against Applicant under any law or regulation related to the following:

1.9.1 A felony; or

1.9.2 A revocation or suspension of any authorization (including cable franchises) to provide telecommunications or video programming services?

Circle: Yes [No]

If "yes," please attach a full description of the parties and matters involved, including an identification of the court or administrative body and any proceedings (by dates and file numbers, if applicable), and the disposition of such proceedings.

1.10 [If Applicant has been granted and currently holds a license to provide basic local exchange service, no financial information needs to be supplied.] If publicly held, provide Applicant's most recent financial statements. If financial statements of a parent company of Applicant (or other affiliate of Applicant) are provided in lieu of those of Applicant, please explain.

Verizon holds a license, copies attached, to provide basic local exchange service, therefore no financial information is required to be supplied with this application

1.10.1 If privately held, and if Municipality requests the information within 10 days of the date of this Application, the Applicant and the Municipality should make arrangements for the Municipality to review the financial statements.

If no financial statements are provided, please explain and provide particulars.

Verizon holds a license, copies attached, to provide basic local exchange service, therefore no financial information is required to be supplied with this application

2 DESCRIPTION OF PROJECT:

2.1 Provide a copy of authorizations, if applicable, Applicant holds to provide telecommunications services in Municipality. If no authorizations are applicable, please explain.

Attached are copies of Verizon's licenses, formerly GTE North Incorporated and Contel of the South, Inc., d/b/a GTE Systems of Michigan, to render basic local exchange service issued by the Michigan Public Service Commission.

2.2 Describe in plain English how Municipality should describe to the public the telecommunications services to be provided by Applicant and the telecommunications facilities to be installed by Applicant in the Public Ways.

This Permit is submitted for existing facilities within the public right-of-way under the provisions of Section 5 (3) of Act No. 48 of the Public Acts of 2002, as amended.

2.3 Attach route maps showing the location (including whether overhead or underground) of Applicant's existing and proposed facilities in the public right-of-way. To the extent known, please identify the side of the street on which the facilities will be located. (If construction approval is sought at this time, provide engineering drawings, if available, showing location and depth, if applicable, of facilities to be installed in the public right-of-way).

CD is included in filing which contains current, *confidential and proprietary*, route maps within the Municipality. If the Municipality is unable to view route maps with its current software, the information may be viewed using "Bentley View", a free software program, available to the Municipality on the internet at www.bentley.com

2.4 Please provide an anticipated or actual construction schedule.

No construction is being requested with this permit

2.5 Please list all organizations and entities which will have any ownership interest in the facilities proposed to be installed in the Public Ways.

**Verizon North Inc.
Contel of the South, Inc., d/b/a Verizon North Systems**

2.6 Who will be responsible for maintaining the facilities Applicant places in the Public Ways and how are they to be promptly contacted? If Applicant's facilities are to be installed on or in existing facilities in the Public Ways of existing public utilities or incumbent telecommunications providers, describe the facilities to be used, and provide verification of their consent to such usage by Applicant.

Verizon maintains its own facilities with its employees or by contractors under the supervision of Verizon employees. See attached official list for key employee contacts.

3 TELECOMMUNICATION PROVIDER ADMINISTRATIVE MATTERS:

Please provide the following or attach an appropriate exhibit.

3.1 Address of Applicant's nearest local office;

See attached official list for key employee business contacts within Verizon

3.2 Location of all records and engineering drawings, if not at local office;

See attached official list for key employee business contacts within Verizon

3.3 Names, titles, addresses, e-mail addresses and telephone numbers of contact person(s) for Applicant's engineer or engineers and their responsibilities for the telecommunications system;

See attached official list for key employee business contacts within Verizon

3.4 Provide evidence of self-insurance or a certificate of insurance showing Applicant's insurance coverage, carrier and limits of liability for the following:

3.4.1 Worker's compensation;

3.4.2 Commercial general liability, including at least:

3.4.2.1 Combined overall limits;

3.4.2.2 Combined single limit for each occurrence of bodily injury;

3.4.2.3 Personal injury;

3.4.2.4 Property damage;

3.4.2.5 Blanket contractual liability for written contracts, products, and completed operations;

3.4.2.6 Independent contractor liability;

3.4.2.7 For any non-aerial installations, coverage for property damage from perils of explosives, collapse, or damage to underground utilities (known as XCU coverage);

3.4.3 Automobile liability covering all owned, hired, and non-owned vehicles used by Applicant, its employee, or agents.

See attached ACORD Certificate of Insurance which meets, and/or exceeds, minimum limit requirements

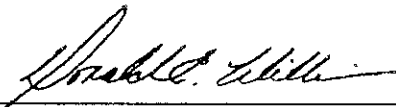
3.5 Names of all anticipated contractors and subcontractors involved in the construction, maintenance and operation of Applicant's facilities in the Public Ways.

This application is submitted for existing facilities in the public right-of-way under the provisions of Section 5(3) of Public Act No. 48 of the Acts of 2002. Therefore no contractor names are being provided to the Municipality. Verizon's construction manager has been designated a key contact on the attached contact list.

4 CERTIFICATION:

All the statements made in the application and attached exhibits are true and correct to the best of my knowledge and belief.

**Verizon North Inc. and Contel of the
South, Inc., d/b/a Verizon North Systems**



Donald E. Williams
Manager – Municipal Affairs

Date: October 20, 2003

**METRO Act
Unilateral Form**

CITY OF MUSKEGON

**RIGHT-OF-WAY
TELECOMMUNICATIONS PERMIT**

This permit issued this 25th day of November, 2003 by CITY OF MUSKEGON.

1 Definitions

- 1.1 Date of Issuance shall mean the date set forth above.
- 1.2 Manager shall mean the Municipality's designated representative, or his or her designee, or the Municipality's Clerk if no representative has been otherwise designated.
- 1.3 METRO Act shall mean the Metropolitan Extension Telecommunications Right-of Way oversight Act, Act No. 48 of the Public Acts of 2002, as amended.
- 1.4 Municipality shall mean CITY OF MUSKEGON, a Michigan municipal corporation.
- 1.5 Permit shall mean this document.
- 1.6 Permittee shall mean Verizon North Inc. and Contel of the South, Inc., d/b/a Verizon North Systems ("Verizon"), a telecommunications provider as defined in Section 102 of the Michigan telecommunications act, 1991 PA 179, and whose primary address is 860 Terrace Street, MC: MIGFRIA, Muskegon, MI 49440.
- 1.7 Public Right-of-Way shall mean the area on, below, or above a public roadway, highway, street, alley, easement, or waterway, to the extent Municipality has the ability to grant the rights set forth herein. Public Right-of-Way does not include a federal, state, or private right-of-way.
- 1.8 Telecommunications Facilities or Facilities shall mean the Permittee's equipment or personal property, such as copper and fiber cables, lines, wires, switches, conduits, pipes, and sheaths, which are used to or can generate, receive, transmit, carry, amplify or provide telecommunication services or signals. Telecommunication Facilities or Facilities do not include antennas, supporting structures for antennas, equipment shelters or houses, and any ancillary equipment and miscellaneous hardware used to provide federally licensed commercial mobile service as defined in Section 332(d) of Part I of Title III of the Communications Act of 1934, Chapter 652, 48 Stat. 1064, 47 U.S.C. 332 and

further defined as commercial mobile radio service in 47 CFR 20.3, and service provided by any wireless, two-way communications device.

1.9 Term shall have the meaning set forth in Part 7.

2 Grant

2.1 Municipality hereby issues a permit under the METRO Act to Permittee for access to and ongoing use of the Public Right-of-Way within the Municipality to construct, install and maintain Telecommunication Facilities on the terms set forth herein.

2.1.1 Upon request of the Municipality, the Permittee will apply for a separate permit for the construction and installation of Telecommunications Facilities within the Public Right-of Way, if such permits are required of all other users of the Public Right-of-Way.

2.1.2 Any decision of Manager on a request by Permittee for a modification may be appealed by Permittee to Municipality's legislative body or in accordance with the METRO Act.

2.2 Overlapping. Permittee shall not allow the wires or any other facilities of a third party to be overlapped to the Telecommunication Facilities without Municipality's prior written consent. Municipality's right to withhold written consent is subject to the authority of the Michigan Public Service Commission under Section 361 of the Michigan Telecommunications Act, MCL § 484.2361.

2.3 Nonexclusive. The rights granted by this Permit are nonexclusive. Municipality reserves the right to approve, at any time, additional permits for access to and ongoing usage of the Public Right-of-Way by telecommunications providers and to enter into agreements for use of the Public Right-of-Way with and grant franchises for use of the Public Right-of-Way to telecommunications providers, cable companies, utilities and other providers.

3 Contacts, Maps and Plans

3.1 Permittee Contacts. The names, addresses and the like for engineering and construction related information for Permittee and its Telecommunication Facilities are as follows:

3.1.1 The address, e-mail address, phone number and contact person (title or name) at Permittee's local office (in or near Municipality) is included in the official, business contact list filed with the Municipality.

3.1.2 If Permittee's engineering drawings, as-built plans and related records for

the Telecommunications Facilities will not be located at the preceding local office, the location, address, phone number and contact person (title or department) for them will be the engineering contact included in the official, business contact list filed with the Municipality.

- 3.1.3 The name, title, address, e-mail address and telephone number of Permittee's engineering contact person(s) with responsibility for the design, plans and construction of the Telecommunication Facilities are included in the official, business contact list filed with the Municipality.
- 3.1.4 The address, phone number and contact person (title or department) at Permittee's home office/regional office with responsibility for engineering and construction related aspects of the Telecommunications Facilities is included in the official, business contact list filed with the Municipality.
- 3.1.5 Permittee shall at all times provide Manager with the phone number at which a live representative of Permittee (not voice mail) can be reached 24-hour a day, seven (7) days a week, in the even of a public emergency is included in the official, business contact list filed with the Municipality.
- 3.1.6 Permittee shall immediately notify Municipality in writing as set forth in Part 12 of any inaccuracies or changes in the preceding information.
- 3.2 Route Maps. Within ninety (90) days after the substantial completion of new Facilities in a Municipality, a provider shall submit route maps showing the location of the Telecommunication Facilities to both the Michigan Public Service Commission and to the Municipality, as required under Section 6(7) of the METRO Act, MCLA 484.3106(7). In accordance with Section 6(5) of the METRO Act, a provider's existing and proposed facilities that is a trade secret, proprietary or confidential information is exempt from the freedom of information act, 1976 PA 442, MCL 15.231 to 15.246.
- 3.3 As Built Records. Permittee, without expense to Municipality, shall, upon ten business days notice, provide Municipality "as built" maps, records, plans and specifications showing the Telecommunications Facilities or portions thereof in the Public Right-of-Way following completion of a construction project and until updated Route Maps are provided to the municipality. The construction plans submitted with the permit application will meet this "as built" requirement if there were no material changes from the plans during construction.

4 Use of Public Right-of-Way

- 4.1 No Burden on Public Right-of-Way. Permittee, its contractors, subcontractors, and the Telecommunication Facilities shall not unduly burden or interfere with

the present or future use of any of the Public Right-of-Way. Permittee's aerial cables and wires shall be suspended so as to not endanger or injure persons or property in or about the Public Right-of-Way. If Municipality reasonably determines that any portion of the Telecommunication Facilities constitutes an undue burden or interference, due to changed circumstances, Permittee, at its sole expense, shall modify the Telecommunication Facilities or take such other actions as Municipality may determine is in the public interest to remove or alleviate the burden, and Permittee shall do so within a reasonable time period. Municipality will attempt to require all occupants of a pole or conduit whose facilities are a burden to remove or alleviate the burden concurrently.

- 4.2 No Priority. This Permit does not establish any priority of use of the Public Right-of-Way by Permittee over any present or future permittees or parties having agreements with Municipality or franchises for such use. In the event of any dispute as to the priority of use of the Public Right-of-Way, the first priority shall be to the public generally, the second priority to Municipality, the third priority to the State of Michigan and its political subdivisions in the performance of their various functions, and thereafter as between other permit, agreement or franchise holders, as determined by Municipality in the exercise of its powers, including the police power and other powers reserved to and conferred on it by the State of Michigan.
- 4.3 Restoration of Property. Permittee, its contractors and subcontractors shall immediately (subject to seasonal work restrictions) restore, at Permittee's sole expense, in a manner approved by Municipality, any portion of the Public Right-of-Way that is in any way disturbed, damaged, or injured by the construction, installation, operation, maintenance or removal of the Telecommunication Facilities to a reasonably equivalent (or, at Permittee's option, better) condition as that which existed prior to the disturbance. In the event that Permittee, its contractors or subcontractors fail to make such repair within a reasonable time, after notice to the Permittee and an opportunity to cure, Municipality may make the repair and Permittee shall pay the costs Municipality incurred for such repair.
- 4.4 Marking. Permittee shall mark the Telecommunication Facilities as follows: Direct buried underground portions of the Telecommunication Facilities shall have (1) a conducting wire placed in the ground at least several inches above Permittee's cable (if such cable is nonconductive); (2) at least several inches above that, a continuous colored tape with a statement to the effect that there is buried fiber optic cable beneath; and (3) stakes or other appropriate above ground markers with Permittee's name and a toll-free number indicating that there is buried fiber telephone cable below. Bored underground portions of the Telecommunication Facilities (fiber) shall have a conducting wire at the same depth as the fiber cable and shall not be required to provide the continuous colored tape.

- 4.5 Tree Trimming. Permittee may trim trees upon and overhanging the Public Right-of-Way so as to prevent the branches of such trees from coming into contact with the Telecommunication Facilities, consistent with any standards adopted by Municipality. Permittee shall dispose of all trimmed materials. Permittee shall minimize the trimming of trees to that essential to maintain the integrity of the Telecommunication Facilities. Except in emergencies, all trimming of trees in the Public Right-of-Way shall have the advance approval of Manager.
- 4.6 Installation and Maintenance. The construction and installation of the Telecommunication Facilities shall be performed pursuant to plans approved by Municipality. The open cut of any Public Right-of-Way shall be coordinated with the Manager or his designee. Permittee shall install and maintain the Telecommunication Facilities in a reasonably safe condition. If the existing poles in the Public Right-of-Way are overburdened or unavailable for Permittee's use, or the facilities of all users of the poles are required to go underground then Permittee shall, at its expense, place such portion of its Telecommunication Facilities underground, unless Municipality approves an alternate location. Permittee may perform maintenance on the Telecommunication Facilities without prior approval of Municipality, provided that Permittee shall obtain any and all permits required by Municipality in the event that any maintenance will disturb or block vehicular traffic or are otherwise required by Municipality.
- 4.7 Pavement Cut Coordination. Permittee shall coordinate its construction and all other work in the Public Right-of-Way with Municipality's program for street construction and rebuilding (collectively "Street Construction") and its program for street repaving and resurfacing (except seal coating and patching) (collectively, "Street Resurfacing"), consistent with Section 7 of the METRO Act. Municipality shall provide Permittee such Street Construction plans in a timely manner.
- 4.7.1 The goals of such coordination shall be to encourage Permittee to conduct all work in the Public Right-of-Way in conjunction with or immediately prior to any Street Construction or Street Resurfacing planned by Municipality.
- 4.8 Compliance with Laws.{tc \12 "Compliance with Laws.} Permittee shall comply with all laws, statutes, ordinances, rules and regulations regarding the construction, installation, and maintenance of its Telecommunication Facilities, whether federal, state or local, now in force or which hereafter may be promulgated and consistent with the provisions of the METRO Act. Before any installation is commenced, Permittee shall secure all necessary permits, licenses and approvals from Municipality or other governmental entity as may be required by law, including, without limitation, all utility line permits and highway permits. Permittee shall comply in all respects with applicable codes and industry

standards, including but not limited to the National Electrical Safety Code (latest edition adopted by Michigan Public Service Commission) and the National Electric Code (latest edition). Permittee shall comply with all zoning and land use ordinances and historic preservation ordinances as may exist or may hereafter be amended.

- 4.9 Street Vacation.{tc \2 "Street Vacation.} If Municipality vacates or consents to the vacation of Public Right-of-Way within its jurisdiction, and such vacation necessitates the removal and relocation of Permittee's Facilities in the vacated Public Right-of-Way to protect the public's health, safety or welfare, Permittee shall, as a condition of this Permit, consent to the vacation and remove its Facilities at its sole cost and expense when ordered to do so by Municipality or a court of competent jurisdiction. Permittee shall relocate its Facilities to such alternate route as Municipality, applying reasonable engineering standards, shall specify. Municipality shall grant Permittee an easement for access to maintain and repair facilities within the Public Right-of-Way being vacated unless relocation is necessary to protect the public's health, safety or welfare
- 4.10 Relocation.{tc \2 "Relocation.} If Municipality requests Permittee to relocate, protect, support, disconnect, or remove its Facilities because of street or utility work, Permittee shall relocate, protect, support, disconnect, or remove its Facilities, at its sole cost and expense, including where necessary to such alternate route as Municipality, applying reasonable engineering standards, shall specify. The work shall be completed within a reasonable time period. Unless the relocation is necessitated by the Municipality's discharge of a governmental function, Permittee may not be required to relocate its facilities at its sole cost.
- 4.11 Public Emergency.{tc \2 "Public Emergency.} Municipality shall have the right to sever, disrupt, dig-up or otherwise destroy Facilities of Permittee if such action is necessary because of a public emergency. If reasonable to do so under the circumstances, Municipality will attempt to provide notice to Permittee. Public emergency shall be any condition which poses an immediate threat to life, health, or property caused by any natural or man-made disaster, including, but not limited to, storms, floods, fire, accidents, explosions, water main breaks, hazardous material spills, etc. Permittee shall be responsible for repair at its sole cost and expense of any of its Facilities damaged pursuant to any such action taken by Municipality.
- 4.12 Miss Dig.{tc \2 "Miss Dig.} If eligible to join, Permittee shall subscribe to and be a member of "MISS DIG," the association of utilities formed pursuant to Act 53 of the Public Acts of 1974, as amended, MCL § 460.701 et seq., and shall conduct its business in conformance with the statutory provisions and regulations promulgated thereunder. Nothing in this Permit precludes compliance by any user of the Public Right-of-Way with the statutory requirements of MISS DIG, MCL § 460.701 et seq, and to seek location of Permittee's facilities prior to the

start of any excavation.

- 4.13 Underground Relocation. If Permittee has its Facilities on poles of Consumers Energy, Detroit Edison or another electric or telecommunications provider and Consumers Energy, Detroit Edison or such other electric or telecommunications provider relocates its system underground, then Permittee shall relocate its Facilities underground in the same location if such relocation is necessitated by the municipality's discharge of a governmental function.
- 4.14 Identification.{tc \12 "Identification.} All personnel of Permittee and its contractors or subcontractors who have as part of their normal duties contact with the general public shall wear on their clothing a clearly visible identification card bearing Permittee's name, their name and photograph. Permittee shall account for all identification cards at all times. Every service vehicle of Permittee and its contractors or subcontractors shall be clearly identified as such to the public, such as by a magnetic sign with Permittee's name and telephone number.

5 Indemnification

- 5.1 Indemnity. Permittee shall defend, indemnify, protect, and hold harmless Municipality, its officers, agents, employees, elected and appointed officials, departments, boards, and commissions from any and all claims, losses, liabilities, causes of action, demands, judgments, decrees, proceedings, and expenses of any nature (collectively "claim" for this Part 5) (including, without limitation, reasonable attorneys' fees) arising out of or resulting from the acts or omissions of Permittee, its officers, agents, employees, contractors, successors, or assigns, but only to the extent such acts or omissions are related to the Permittee's use of or installation of facilities in the Public Right-of-Way and only to the extent of the fault or responsibility of Permittee, its officers, agents, employees, contractors, successors and assigns.
- 5.2 Notice, Cooperation. Municipality will notify Permittee promptly in writing of any such claim and the method and means proposed by Municipality for defending or satisfying such claim. Municipality will cooperate with Permittee in every reasonable way to facilitate the defense of any such claim. Municipality will consult with Permittee respecting the defense and satisfaction of such claim, including the selection and direction of legal counsel.
- 5.3 Settlement. Municipality will not settle any claim subject to indemnification under this Part 5 without the advance written consent of Permittee, which consent shall not be unreasonably withheld. Permittee shall have the right to defend or settle, at its own expense, any claim against Municipality for which Permittee is responsible hereunder.

6 Insurance

- 6.1 Coverage Required. Prior to beginning any construction in or installation of the Telecommunication Facilities in the Public Right-of-Way, Permittee shall obtain insurance as set forth below and file certificates evidencing same with Municipality. Such insurance shall be maintained in full force and effect until the end of the Term. In the alternative, Permittee may satisfy this requirement through a program of self-insurance, acceptable to Municipality, by providing reasonable evidence of its financial resources to Municipality. Municipality's acceptance of such self-insurance shall not be unreasonably withheld.
- 6.1.1 Commercial general liability insurance, including Completed Operations Liability, Independent Contractors Liability, Contractual Liability coverage, railroad protective coverage and coverage for property damage from perils of explosion, collapse or damage to underground utilities, commonly known as XCU coverage, in an amount not less than Five Million Dollars (\$5,000,000).
- 6.1.2 Liability insurance for sudden and accidental environmental contamination with minimum limits of Five Hundred Thousand Dollars (\$500,000) each accident. Notice of a possible claim must be reported during the policy period. Any possible claim which becomes an insurable claim within three (3) years after the policy period, this policy will respond.
- 6.1.3 Automobile liability insurance in an amount not less than One Million Dollars (\$1,000,000).
- 6.1.4 Workers' compensation and employer's liability insurance with statutory limits, and any applicable Federal insurance of a similar nature.
- 6.1.5 The coverage amounts set forth above may be met by a combination of underlying (primary) and umbrella policies so long as in combination the limits equal or exceed those stated. If more than one insurance policy is purchased to provide the coverage amounts set forth above, then all policies providing coverage limits excess to the primary policy shall provide drop down coverage to the first dollar of coverage and other contractual obligations of the primary policy, should the primary policy carrier not be able to perform any of its contractual obligations or not be collectible for any of its coverages for any reason during the Term, or (when longer) for as long as coverage could have been available pursuant to the terms and conditions of the primary policy.
- 6.2 Additional Insured. Municipality may be named as an additional insured on all policies (other than worker's compensation and employer's liability). All insurance policies shall provide that they shall not be canceled or not renewed

unless the insurance carrier provides thirty (30) days prior written notice to Municipality. Permittee shall annually provide Municipality with a certificate of insurance evidencing such coverage. All insurance policies (other than environmental contamination, workers' compensation and employer's liability insurance) shall be written on an occurrence basis and not on a claims made basis.

- 6.3 Qualified Insurers. All insurance shall be issued by insurance carriers licensed to do business by the State of Michigan or by surplus line carriers on the Michigan Insurance Commission approved list of companies qualified to do business in Michigan. All insurance and surplus line carriers shall be rated A- or better by A.M. Best Company.
- 6.4 Deductibles. Permittee shall indemnify and save harmless Municipality from and against the payment of any deductible and from the payment of any premium on any insurance policy required to be furnished hereunder.
- 6.5 Insurance Primary. Permittee's insurance coverage shall be primary insurance with respect to Municipality, its officers, agents, employees, elected and appointed officials, departments, boards, and commissions (collectively "them"). Any insurance or self-insurance maintained by any of them shall be in excess of Permittee's insurance and shall not contribute to it (where "insurance or self-insurance maintained by any of them" includes any contract or agreement providing any type of indemnification or defense obligation provided to, or for the benefit of them, from any source, and includes any self-insurance program or policy, or self-insured retention or deductible by, for or on behalf of them).

7 Term

- 7.1 Term. The term ("Term") of this Permit shall be until the earlier of:
 - 7.1.1 Five years from the Date of Issuance which shall automatically renew for consecutive five year terms unless either the Municipality or the Permittee provides written notification 180 days prior to expiration of the then current term of its intent not to renew this Permit at the expiration of the then current term; or
 - 7.1.2 When the Telecommunication Facilities has not been used to provide any telecommunications services for a period of one hundred and eighty (180) days by Permittee or a successor or an assignee of Permittee and the Permittee is not in bankruptcy proceedings; or
 - 7.1.3 When Permittee, at its election and with or without cause, delivers written notice of termination to Municipality at least one-hundred and eighty (180) days prior to the date of such termination; or

7.1.4 Upon either Permittee or Municipality giving written notice to the other of the occurrence or existence of a default by the other party under Sections 4.8, 6, 8 or 9 of this Permit and such defaulting party failing to cure, or commence good faith efforts to cure, such default within sixty (60) days after having exhausted all appeals or after a determination by a court of competent jurisdiction, (or such shorter period of time provided elsewhere in this Permit) after delivery of such notice; or

8 Performance Bond or Letter of Credit

8.1 Municipal Requirement. Municipality may require Permittee to post a bond (or letter of credit, at the Permittee's determination) as provided in Section 15(3) of the METRO Act, as amended [MCL § 484.3115(3)].

9 Fees

9.1 Establishment; Reservation. The METRO Act shall control the establishment of right-of-way fees. The parties reserve their respective rights regarding the nature and amount of any fees which may be charged by Municipality in connection with the Public Right-of-Way.

10 Removal

10.1 Removal; Underground. As soon as practicable after the Term, including all renewals, appeals and determinations as made by a court of competent jurisdiction, Permittee or its successors and assigns shall, upon request, remove any underground cable or other portions of the Telecommunication Facilities from the Public Right-of-Way which has been installed in such a manner that it can be removed without trenching or other opening of the Public Right-of-Way. Permittee shall not remove any underground cable or other portions of the Telecommunication Facilities which requires trenching or other opening of the Public Right-of-Way except with the prior written approval of Manager. All removals shall be at Permittee's sole cost and expense.

10.1.1 For purposes of this Part 10, "cable" means any wire, coaxial cable, fiber optic cable, feed wire or pull wire.

10.2 Removal; Above Ground.{tc \12 "Removal; Above Ground.} As soon as practicable after the Term, including all renewals, appeals and determinations as made by a court of competent jurisdiction, Permittee, or its successor or assigns at its sole cost and expense, shall, unless waived in writing by Manager, remove from the Public Right-of-Way all above ground elements of its Telecommunication Facilities, including but not limited to poles, pedestal mounted terminal boxes, and lines attached to or suspended from poles.

10.3 Schedule. The schedule and timing of removal shall be subject to approval by Manager. Unless extended by Manager, removal shall be completed not later than twelve (12) months following the Term.

11 Assignment. Permittee may assign or transfer its rights under this Permit, or the persons or entities controlling Permittee may change, in whole or in part, voluntarily, involuntarily, or by operation of law, including by merger or consolidation, change in the ownership or control of Permittee's business, or by other means, subject to the following:

11.1 No such transfer or assignment or change in the control of Permittee shall be effective under this Permit, without Municipality's prior approval (not to be unreasonably withheld), during the time period from the Date of Issuance until the completion of the construction of the Telecommunication Facilities in those portions of the Public Right-of-Way.

11.2 After the completion of such construction, Permittee must provide notice to Municipality of such transfer, assignment or change in control no later than thirty (30) days after such occurrence; provided, however,

11.2.1 Any transferee or assignee of this Permit shall be qualified to perform under its terms and conditions and comply with applicable law; shall be subject to the obligations of this Permit, including responsibility for any defaults which occurred prior to the transfer or assignment; shall supply Municipality with the information required under Section 3.1; and shall comply with any updated insurance and performance bond requirements under Sections 6 and 8 respectively, which Municipality reasonably deems necessary, and

11.2.2 In the event of a change in control, Permittee shall comply with any updated insurance and performance bond requirements under Sections 6 and 8 respectively, which Municipality reasonably deems necessary.

11.3 Permittee may grant a security interest in this Permit, its rights thereunder or the Telecommunication Facilities at any time without notifying Municipality.

12 Notices

12.1 Notices. All notices under this Permit shall be given in writing as follows:

12.1.1 If to Municipality: CITY OF MUSKEGON, P. O. Box 536, Muskegon, MI 49443-0536.

12.1.2 If to Permittee: Permittee's Manager of Municipal Affairs at the address included in Permittee's contact information maintained with the Municipality and included in Verizon's contact list filed with the

Municipality.

- 12.2 Change of Address. Permittee and Municipality may change its address or personnel for the receipt of notices at any time by giving notice thereof, in writing, to the other as set forth above.

13 Other items

- 13.1 No Cable, OVS. This Permit does not authorize Permittee to provide commercial cable type services to the public, such as "cable service" or the services of an "open video system operator" (as such terms are defined in the Federal Communications Act of 1934 and implementing regulations, currently 47 U.S.C. §§ 522 (6), 573 and 47 CFR § 76.1500).
- 13.2 Effectiveness. This Permit shall become effective when Permittee has provided any insurance certificates and bonds required in Parts 6 and 8, and signed the acknowledgement of receipt, below.
- 13.3 Authority. This Permit satisfies the requirement for a permit under Section 5 of the METRO Act [MCL 484.3105].
- 13.4 Interpretation and Severability. The provisions of this Permit shall be liberally construed to protect and preserve the peace, health, safety and welfare of the public, and should any provision or section of this Permit be held unconstitutional, invalid, overbroad or otherwise unenforceable, such determination/holding shall not be construed as affecting the validity of any of the remaining conditions of this Permit. If any provision in this Permit is found to be partially overbroad, unenforceable, or invalid, Permittee and Municipality may nevertheless enforce such provision to the extent permitted under applicable law.
- 13.5 Governing Law. This Permit shall be governed by the laws of the State of Michigan.

Attested

CITY OF MUSKEGON

by: Daniel Kundergen

By: [Signature]

Its: City Clerk

Its: MAYOR

Date: 11-25-03

Date: 11-25-03

Acknowledgement of Receipt: Permittee acknowledges receipt of this Permit granted by CITY OF MUSKEGON.

Verizon North Inc. and Contel of the South, Inc.,
d/b/a Verizon North Systems

By: Phil A. Hays
Its: MUSKEGON AFFAIRS MGR
Date: 12-11-07

FOR OFFICIAL USE ONLY

Verizon Communications

Contact List

October 2003

District: Northern

Function	Name	Mailing Address	Office Telephone	Fax Number	e-mail address
Engineering Manager	Joan Timm	223 Lockwood Street Alpena, MI 49707	989-356-8246	989-356-4059	Joan.timm@verizon.com
Construction Manager	Bill Gilliam	P. O. Box 269 Muskegon, MI 49443	231-727-1214	231-727-1192	Bill.Gilliam@verizon.com
24-Hour Verizon Contact	Verizon Repair Resolution Center	1-800-483-2000 (Ask for Escalation Desk)			
Customer Service Manager	Tim Smith	P. O. Box 269 Muskegon, MI 49440	231-727-1260	231-727-1118	Tim.smith@verizon.com
Municipal External Affairs Manager	Don Williams	600 Hidden Ridge MC: HQE02E64 Irving, TX 75038	888-483-2788	972-719-7948	Williams.donald@verizon.com

MARSH USA INC.

CERTIFICATE OF INSURANCE

CERTIFICATE NUMBER
NYC-001472644-06

PRODUCER

MARSH USA (NEW YORK)
ATTN: JANET NORMAN
1166 AVENUE OF THE AMERICAS
NEW YORK, NEW YORK 10036-2774

(212) 345-5029

01042 -all-all-02-03

INSURED

VERIZON COMMUNICATIONS INC.
1717 ARCH STREET Floor 32S
PHILADELPHIA, PA 19103

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER OTHER THAN THOSE PROVIDED IN THE POLICY. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES DESCRIBED HEREIN.

COMPANIES AFFORDING COVERAGE

COMPANY

A AMERICAN HOME ASSURANCE CO

COMPANY

B Illinois National Ins Co.

COMPANY

C N/A

COMPANY

D INS CO STATE OF PENN (AIG) A++ XV BEST RATING

COVERAGES

This certificate supersedes and replaces any previously issued certificate for the policy period noted below.

THIS IS TO CERTIFY THAT POLICIES OF INSURANCE DESCRIBED HEREIN HAVE BEEN ISSUED TO THE INSURED NAMED HEREIN FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THE CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, CONDITIONS AND EXCLUSIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY	RMGL 480-56-81	06/30/03	06/30/04	GENERAL AGGREGATE \$ 10,000,000
	☒ COMMERCIAL GENERAL LIABILITY				PRODUCTS - COMP/OP AGG \$ INCLUDED
	☐ CLAIMS MADE ☒ OCCUR				PERSONAL & ADV INJURY \$ 2,000,000
	☐ OWNER'S & CONTRACTOR'S PROT				EACH OCCURRENCE \$ 2,000,000
					FIRE DAMAGE (Any one fire) \$ 50,000
					MED EXP (Any one person) \$ 10,000
A	AUTOMOBILE LIABILITY	RMCA 6612099 A/O/S	06/30/03	06/30/04	COMBINED SINGLE LIMIT \$ 2,000,000
A	☒ ANY AUTO	RMCA 6612097 TEXAS	06/30/03	06/30/04	
A	☒ ALL OWNED AUTOS	RMCA 6612098 VA	06/30/03	06/30/04	BODILY INJURY (Per person) \$
	☒ SCHEDULED AUTOS				BODILY INJURY (Per accident) \$
	☒ HIRED AUTOS				PROPERTY DAMAGE \$
	☒ NON-OWNED AUTOS				
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$
	☐ ANY AUTO				OTHER THAN AUTO ONLY: \$
					EACH ACCIDENT \$
					AGGREGATE \$
G	EXCESS LIABILITY	AUC3681516-03	06/30/03	06/30/04	EACH OCCURRENCE \$ 10,000,000
	☒ UMBRELLA FORM				AGGREGATE \$ 10,000,000
	☐ OTHER THAN UMBRELLA FORM				\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	RMWC 5211529 A/O/S	06/30/03	06/30/04	☒ WC STATUTORY LIMITS ☐ OTHER \$
B		RMWC 5211525 - IL, NY, WI	06/30/03	06/30/04	EL EACH ACCIDENT \$ 2,000,000
A	THE PROPRIETOR/ PARTNERS/EXECUTIVE OFFICERS ARE: ☒ INCL ☐ EXCL	RMWC 5211524 - CA	06/30/03	06/30/04	EL DISEASE-POLICY LIMIT \$ 2,000,000
D		RMWC 5211528 - AR, FL, MA, TN, VA	06/30/03	06/30/04	EL DISEASE-EACH EMPLOYEE \$ 2,000,000
	OTHER				

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS (LIMITS MAY BE SUBJECT TO DEDUCTIBLES OR RETENTIONS)

CERTIFICATE HOLDER

EVIDENCE OF INSURANCE FOR THE ABOVE NAMED INSURED.

CANCELLATION

SHOULD ANY OF THE POLICIES DESCRIBED HEREIN BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE INSURER AFFORDING COVERAGE WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED HEREIN, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER AFFORDING COVERAGE, ITS AGENTS OR REPRESENTATIVES.

MARSH USA INC.

By: Steven Becker

Steven Becker

MM1(9/99)

VALID AS OF: 07/09/02



JENNIFER M. GRANHOLM
GOVERNOR

STATE OF MICHIGAN
DEPARTMENT OF CONSUMER & INDUSTRY SERVICES
LANSING

David C. Hollister
Director

April 17, 2003

Mr. Paul Fuglie
Assistant Vice President-
Public Policy and External Affairs
Verizon
124 W. Allegan, Suite 602
Lansing, Mi. 48933

Mr. Fuglie:

The METRO Authority has received the request from Verizon for a 180-day extension to meet the application filing requirements with municipalities, as required under section 5 (3).

As outlined under section 5 (4) the Authority may grant, for good cause, an additional 180 days to submit applications required under section 5 (3).

Your request for an extension through October 27, 2003 for the filing of applications to municipalities is granted.

If you have questions please contact me at 517-335-5446.

Sincerely,

Robert E. Tuttle Jr., Director
METRO Authority

cc: Tom Lonergan - MPSC
William Mathewson - MML
David Bertram - MTA

State of Michigan
Department of Commerce

MICHIGAN PUBLIC SERVICE COMMISSION
Lansing, Michigan

GTE NORTH INCORPORATED has been granted a permanent license consistent with the requirements set forth in the Michigan Telecommunications Act, 1991 PA 179, MCL 484.2101 et seq., to render basic local exchange service within the geographic area described on the attached pages, subject to all requirements provided by law and the lawful orders and regulations of the Michigan Public Service Commission. This license cannot be sold or otherwise transferred without prior approval from the Michigan Public Service Commission and the licensee may not discontinue basic local exchange service without first complying with the requirements of Section 313 of the Michigan Telecommunications Act, MCL 484.2313.



A handwritten signature in black ink, appearing to read "S. M. Fetter", written over a horizontal line.

Steven M. Fetter
Chairman

A handwritten signature in black ink, appearing to read "Ronald E. Russell", written over a horizontal line.

Ronald E. Russell
Commissioner

A handwritten signature in black ink, appearing to read "D. Wideman", written over a horizontal line.
Dated November 24, 1992

A handwritten signature in black ink, appearing to read "John L. O'Donnell", written over a horizontal line.
John L. O'Donnell
Commissioner

A handwritten signature in black ink, appearing to read "D. Wideman", written over a horizontal line.

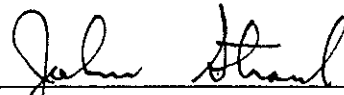
Dorothy Wideman
Its Executive Secretary

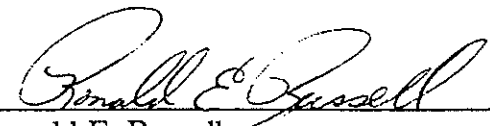
State of Michigan
Department of Commerce

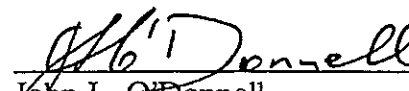
MICHIGAN PUBLIC SERVICE COMMISSION
Lansing, Michigan

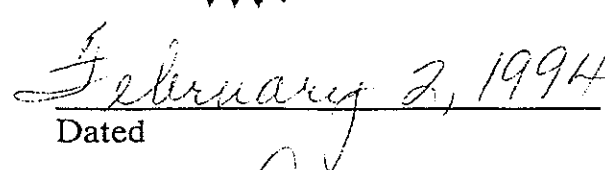
CONTEL OF THE SOUTH, INC. d/b/a GTE SYSTEMS OF MICHIGAN has been granted a permanent license consistent with the requirements set forth in the Michigan Telecommunications Act, 1991 PA 179, MCL 484.2101 et seq., to render basic local exchange service within the geographic area described on the attached pages, subject to all requirements provided by law and the lawful orders and regulations of the Michigan Public Service Commission. This license cannot be sold or otherwise transferred without prior approval from the Michigan Public Service Commission and the licensee may not discontinue basic local exchange service without first complying with the requirements of Section 313 of the Michigan Telecommunications Act, MCL 484.2313.



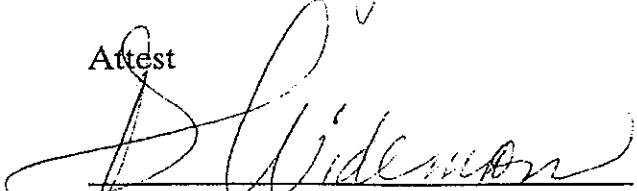

John G. Strand
Chairman


Ronald E. Russell
Commissioner


John L. O'Donnell
Commissioner


Dated

Attest


Dorothy Wideman
Its Executive Secretary

Date: November 13, 2003

2003-96 h)

To: Honorable Mayor and City Commissioners

From: Ric Scott

RE: Special Events Policy

SUMMARY OF REQUEST:

To adopt the attached Special Events policy that has been amended to reflect the costs to be incurred by the groups hosting the special event

FINANCIAL IMPACT:

Special events should become budget neutral

BUDGET ACTION REQUIRED:

None

STAFF RECOMMENDATION:

Approve

COMMITTEE RECOMMENDATION:

The Leisure Services Board will address the policy at their meeting on

Date: November 13, 2003
To: Honorable Mayor and City Commissioners
From: Ric Scott
Re: Special Events Policy

A committee representing the various departments that coordinate special events redrafted the special event's policy to reflect the commission's desire to have special events be revenue neutral. The intent of the policy is to give quality service to the event, at a reasonable price, but with no net expense to the city. We also intend to have most of the work done on overtime, so that it does not take away time needed to maintain existing city facilities.

There is an increase in fees, particularly for those events that don't submit the information on a timely basis. The later we know about the event, the more time we have to take to try to get ready for it. We have included in the application form various types of services and their cost. We will expect the event to indicate their needs for city services and then we can calculate the approximate cost of city services to the event. This will hopefully reduce the amount of city services required.

The Leisure Services Board will review the policy on Monday, November 127tha and I expect that they will have a recommendation for you after the meeting.

I would ask that you adopt the new special events policy.

Thank you for your consideration.

CITY OF MUSKEGON

SPECIAL EVENTS/SPECIAL ALCOHOL LICENSE POLICY

INTRODUCTION

Throughout the year, the City of Muskegon is asked by various organizations to supply various Services for special events, including the approval of special liquor licenses. While the Police Chief must sign all alcohol-related requests, several other departments get involved in the process, including the Department of Leisure Services. This policy centralizes the administration of special liquor licenses and special events with the Department of Leisure Services and provides rules and regulations to govern both the granting of the special request and the on-site administration of the event. The final authority for signing the special liquor licenses, however, remains with the Police Chief.

In the best interest of the city, this policy allows for only one (1) special alcohol license for outdoor events on any given night in the City of Muskegon, unless a specific event needs more than one license. Licenses will only be granted for events sponsored by non-profit, charitable, or service organizations involving broad community support, and not for private profit-making activities. The following events are expected, under normal circumstances to have licenses granted annually.

- a. Memorial Day Spectacular
- b. Ten Parties-in-the-Park
- c. Summer Celebration
- d. Shoreline Spectacular
- f. Up to two additional beer tent days per month from Memorial Day to Labor Day
- g. Only three days per month for outdoor events after Labor Day and before Memorial Day and they must be on consecutive days.

PROCEDURE FOR REQUESTING A SPECIAL EVENT PERMIT

- I. All requests for a special permit shall be filed with the Department of Leisure Services at least sixty days prior to the event.
 - a. A fifty dollar (\$50.00) administration fee must accompany the request.
 - b. Applicants submitting the application 59-45 days before the event will be charged \$150.
 - c. Applicants submitting the application 44-30 days before the event will be charged \$250.
 - d. Applicants submitting the application 29 days or less before the event will be charged \$450.
 - e. Failure to apply sixty days prior to the event is cause to deny the request

- II. The request for a special permit shall be in writing and must be submitted on the appropriate application form. Application for outdoor special liquor licenses shall be for beer and wine only.
- II. All special permittees agree to the following:
- a. While a Police Officer's presence may not be required at all special events, it shall be at the discretion of the Chief of Police as to whether or not, and how many, City Police Officers will be required at any special event. Event sponsors will be responsible for payment of officer(s) service based on the time-and-one-half or triple time established rate plus benefits and all overhead cost.
 - b. For all alcohol-related events, the applicant will provide a system of Checking I.D.'s to prohibit underage drinking.
 - c. Where the event is being held on City-owned or controlled property the applicant shall provide an amount of insurance as set by the City for liquor liability and general liability insurance, naming the City as an additional insured. An acceptable certificate of insurance must be submitted prior to approval.
 - d. All outdoor events shall provide adequate restroom (port-o-jon) facilities including adequate handicapped accessible facilities.
 - e. Hours of operation shall be posted in the beverage serving area.
 - f. For alcohol events, the applicant shall agree to stop selling drink tickets at 10:30 P.M., stop pouring beverages at 11:00 P.M., and have the area cleared by 11:30 P.M.
 - g. The applicant shall provide evidence and certification that the organization shall at all times have person's pouring beer or selling beverages that have received alcohol awareness training at every serving station. (The applicant shall provide evidence and certification to the City that persons pouring beer or selling beverages have received alcohol awareness training.)
 - h. Checking for underage drinking and over consumption of patrons is the responsibility of the sponsoring group, not the police.
 - i. Where the event is held on city owned or controlled property, the applicant shall be responsible for all clean up of city facilities after an event, and for providing a dumpster. If the event is on other property, the cleanup shall be the responsibility of the owner. The city shall have the right to enforce cleanup measures, including but not limited to entry and cleaning by city personnel and charging and liening the cost to the owner, occupant, or applicant or all of them.
 - j. The applicant shall reimburse the city for all out-of-pocket expenses related to the set-up or clean up of the event, including overhead costs. **A list of expenses is attached.**
 - k. Failure to comply with all city rules and regulations may result in the denial of future requests.
 - l. Digging or staking on grounds will be cleared through Miss Dig. A minimum of a 5 working day notice is required. The sponsoring

- agency is responsible for contacting Miss Dig (1-800-482-7171), and paying for any damage of underground utilities created by digging or staking.
- m. City Staff may require a meeting for event sponsors where city staff needs clarification of service requests. Failure to attend the meeting could result in the denial of the request.
 - n. Understand that the event location is subject to all building, plumbing, mechanical, electrical, and fire codes. The permittee will schedule an inspection by any and all required inspectors and pay the inspection fee as set by the City Commission in the adopted fee schedule. It may be possible that a firewatch will be required by the Fire Marshal. The licensee is responsible for all costs associated with providing this service, including but not limited to current wage rate plus benefits and all overhead costs.

IV. HANDLING OF REQUESTS

- a. **The Leisure Services Board** shall review all requests for special permits, except as otherwise provided by this policy.
 - 1. Any indoor facility may need an inspection before approval can be granted.
 - 2. The Board shall approve, deny, or table all requests at the Board Meeting following the receipt of the request.
 - 3. The reviews by other departments shall be provided in copy form to the Leisure Services Board.
- b. Where the applicant proposes an indoor alcohol event occurring after Labor Day or before Memorial Day, staff and other departments of the City shall only review the application. The Leisure Services Board review shall not be necessary, unless City facilities are proposed to be used for the event.
- c. Where the Leisure Services Board reviews an application and denies same, it shall state in writing the reasons for the denial. An appeal of that decision may be made to the City Commission, whose decision shall be final.
- d. Where an existing Liquor Control Commission licensee applies for a special license, the review shall be made by the staff and other departments of the City as needed before the Police Chief's decision. Any moneys owed the City could be reason for denial.
- e. All requests that include road closure shall go to the traffic Committee for review prior to final approval, denial, or tabling by the Leisure Services Board. The sponsoring agency will be responsible for all associated costs. The Traffic Committee meets monthly on the second Friday. Applicants must provide a map showing the proposed route for walks, runs, parades, etc. for pre-approval before the event can be approved by the Leisure Services Board.
- f. Sales of all items for special events must be out of the public right-of-way. Street sales of newspapers, poppy's, etc. shall not be allowed except for those events that have existed before September 1, 1996, which will be

allowed as long as they exist. These events include The Old Newsies, Muskegon High School Band Tag Sale, the Veteran's Poppy sale, and the Kiwanis.

INSURANCE REQUIREMENTS

High degree of risk (H)	\$1,000,000
Medium degree of risk (M)	500,000
Low degree of risk (L)	100,000

Event minimum requirements:

Parties-in-the-Park	(H)	Parades	(L)
Carnivals	(H)	Block Parties	(L)
Organized Walks/Runs	(M)	Summer Celebration	(H)
Shoreline Spectacular	(H)	Winterfest	(H)
Fireworks	(H)	Alcohol licenses	(H)
Any event using City streets and/or sidewalks			(M)

10-16-03

THIS AGREEMENT, entered into as of _____ of _____ 2004, between

WITNESSETH:

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

- 1) Special items, equipment, and/or services to be provided by City to Leasee for aforementioned event are as stated in Addendum A.
- 2) That Leasee agrees to pay City the estimated cost for the any and all special items, equipment, and/or services provided to Leasee as stated in Addendum A.

- 3) The Leasee acknowledges and understands that the dollar amounts stated in Addendum A are an estimate only and that additional charges may be added once the event has concluded.

Payment

- 1) That Leasee agrees to pay the nonrefundable down payment of twenty-five percent (25%) thirty (30) days prior to the commencement of the event.
- 2) That Leasee agrees to make final payment to City for services and/or items no later than thirty (30) days after receipt of invoice for services and items provided. Also, it is agreed that a one percent (1%) per month or twelve percent (12%) per annum interest rate will be applied on any unpaid balances remaining after the initial thirty (30) day period.
- 3) That the Leasee agrees to pay City for any additional services and/or provided items above and beyond the aforementioned estimate provided by City staff.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the date and year first above written.

CITY OF MUSKEGON

Ric Scott – Leisure Services Director

Effective Date

(additional City name – Title)

Effective Date

(Leasee's Name)

Leasee's Authorized Agent/Representative
Title

Effective Date

(additional Leasee name – Title)

Effective Date



City of Muskegon Request for Special Event/Special Alcohol License

Fee Schedule: \$50.00 administrative fee must accompany each request submitted prior to 60 days before the event

\$150.00 fee for applications submitted 59-45 days prior to the event

\$250.00 fee for applications submitted 44-30 days prior to the event

\$450.00 fee for applications submitted 29 days or less prior to the event

**First time events will pay only the \$50 fee.

Failure to apply sixty days prior to event is cause to deny the request.

Please fill out this form and return to the Department of Leisure Services, P.O. Box 0536, 933 Terrace St., Muskegon, MI 49443-0536. Telephone: (231) 724-6704 (Fax) (231) 724-1196

Applicant Organization _____

Contact Person _____

Address _____ City _____ State _____ Zip _____

Daytime Phone _____ Alt. Contact # _____

Special Event Title _____

Description of Event _____

Location of Event _____

Reason for Event _____

Date(s) of Event _____ Hours of the Event _____

Anticipated crowd size _____

Will Alcohol be served _____ Yes _____ No

*For all alcohol related events, the applicant will provide a system of checking I.D to prohibit underage drinking. (item b, Special event policy) Hours of operation shall be posted in the beverage serving area. For alcohol events, the applicant shall agree to stop selling drink tickets at 10:30 p.m. and stop pouring beverages at 11:00 p.m., and have the area cleared by 11:30 p.m. (Special Event policy, c, f)

How will I.D. check be handled?

The applicant shall provide evidence and certification that the organization shall at all times have person's pouring beer or selling beverages that have received alcohol awareness training at every serving station. (The applicant shall provide evidence and certification to the City that all persons pouring beer or selling beverages have received alcohol awareness training.) Checking for underage drinking and over consumption of patrons is the responsibility of the sponsoring group, not the police. (Special event policy, item g, h)

Will City Streets or Sidewalks be used? _____ Yes _____ No
If yes-Do they need to be closed? _____ Yes _____ No

Name of Insurance Company _____
Policy number _____

**** Where the event is being held on City-owned or controlled property the applicant shall provide an amount of insurance as set by the City for liquor liability and general liability insurance, naming the City as an additional insured. An acceptable certificate of insurance must be submitted prior to approval.**

Regulations of the license/permit:

1. All rules and regulations of the City of Muskegon Special Events/Special Alcohol Policy Shall be complied with. The final authority for signing the special liquor licenses, however, remains with the Police Chief.
2. All City of Muskegon Ordinances shall be complied with.
3. The licensee will save the City of Muskegon harmless from all claims.
4. A proof of liability insurance in the amount of \$ _____ is required. A copy of the Certificate of Insurance naming the City of Muskegon as additional insured is required before the permit can be approved.
5. Special requirements as follows: _____

With my signature, I certify that I have read and understand the regulation of this license/permit. I also understand that City staff may require a meeting with applicant organization to help clarify the requests for services. Failure to attend the meeting could result in the denial of the request.

_____ Signature of Applicant	_____ Date	_____ Director of Leisure Services	_____ Date
---------------------------------	---------------	---------------------------------------	---------------

Date Received in Office _____ Staff Signature _____

10-16-03

**SPECIAL EVENTS
REQUEST FOR CITY SERVICES
PARKS DEPARTMENT**

Instructions

Please check off any additional City Services that you may need. The applicant organization shall reimburse the City for all out-of-pocket expenses related to the set-up or clean up of the event, including overhead costs.

Power (must adapt to what is on site including plugs) Yes ☐ No ☐ (no charge)

Port-O- Jons Yes ☐ No ☐ Location _____

Applicant is responsible for making arrangements with a vendor.

*All outdoor events shall provide adequate restroom facilities including adequate handicapped accessible facilities (item d) Applicant should also provide a sink.

Water hook Up Yes ☐ No ☐ (no charge)

The City of Muskegon will not provide hoses for trailers/concessions. It is the responsibility of the Applicant to provide hoses for potable water use.

Irrigation- will it effect your event if it comes on at night? Yes ☐ No ☐

Park Rangers- are they needed? Yes ☐ No ☐ (\$15/ hour /ranger) How many _____ and for what hours _____

Trash cans Yes ☐ No ☐ metal (55 gal) (\$5/can) number of cans needed _____

Yes ☐ No ☐ plastic Rubbermaid (55 gal) \$10/can Number of cans needed _____

Yes ☐ No ☐ trash bags (\$25/case)

Snow fence Yes ☐ No ☐ wood 50 foot (\$30/roll) **OR**

Yes ☐ No ☐ plastic 50 foot (\$25/roll) How many rolls _____

Fence Posts Yes ☐ No ☐ (\$3/post) How many _____

Park Bench's Yes ☐ No ☐ (\$10) How many _____

Bleachers Yes ☐ No ☐ (\$125) How many _____

Hang banners Yes ☐ No ☐ (\$50/banner)

Will stakes be driven in ground or overhead devices be near power lines? Yes ☐ No ☐

*Applicant must Call Miss Dig (1-800-482-7171) at least 5 WORKING DAYS before event. Call to set up a time to meet on site. Applicant shall coordinate with City on Time prior to calling. (Free Service)

Dumpster- responsibility of the Applicant (item I)

Keys for a building Yes ☐ No ☐, if yes what building? _____ (\$50 refundable deposit)

Water faucet turn on Yes ☐ No ☐

Restrooms Opened? Yes ____ No ____

Park Stage(adjustable) 4x8 sections, total of 10 sections, indoor or outdoor use Yes ____ No ____
(\$50/section) Total sections required ____

Picnic tables Yes ____ No ____ (\$10/ table) how many? ____

Party in the Park tables – Do not belong to Parks Dept. We can provide contact number for renting and hauling

Trailer Yes ____ No ____ (\$25/hour)

Portable PA System Yes ____ No ____ (\$25)

Turf truck Yes ____ No ____ (\$100/day)

The following items can be rented at local rental agencies. The rental rate for the use of city equipment will be at the current rental company rate.

Barricades "A" Frame for blocking off parking lots Yes ____ No ____

Work to be done by city staff shall be reimbursed at \$50/hour plus equipment rental rates for vehicle usage to perform the task.

Mark fields/sidewalks Yes ____ No ____ Goal posts Yes ____ No ____

Sweeping- side walks/parking lots Yes ____ No ____

Lights/set for certain time to go on and off Yes ____ No ____

Level an area Yes ____ No ____ What area ____

City delivery of items Yes ____ No ____ Mowing Yes ____ No ____

Wood chips/tree trimming (Forestry Dept) Yes ____ No ____

Other _____

All other equipment, materials and/or supplies is the responsibility of the organization such as, extension cords, hand tools, traffic tape, etc.

This Line for City use only.

TOTAL ESTIMATED COST _____

**SPECIAL EVENTS
REQUEST FOR CITY SERVICES
HIGHWAY DEPARTMENT**

Portable grill Yes____ No ____ (\$25)

Barricades for roads Yes____ No ____ Type T-1____ (\$3) T-2 ____ (\$2) T-3 ____ (\$5) Per day

Traffic Cones Yes____ No ____ How many? ____ (\$1 per cone/ day)

Construction Barrels Yes____ No ____ How many? ____ (\$2 per barrel /day)

No park signs Yes____ No ____ How many? ____ (\$1 per sign/day)

Signage with special wording Yes____ No ____ (Actual Cost)What wording _____

Lift truck/Sign truck Yes____ No ____ (\$12.56/hr)

Water services/Fire hydrants Yes____ No ____ (\$300/event including water testing)

Minimum of 72 hours need prior to event to test water

Generators Yes____ No ____ (\$9.65-\$12.02 hour) - (depending on size)

Equipment Services Yes____ No ____ Backhoe ____ (\$37.68/hr) Dump trucks ____ (\$26.89/hr)

Front End loader ____ (\$40.29/hr) Fork lift ____ (\$38.57/hr) Excavator ____ (\$53.17/hr) High

Ranger ____ (\$38.01/hr)

Special Event Tool Trailer. Yes____ No ____ (\$100.00 per event)-(plus lost/damaged replacement tool costs)

Sweeping of City streets Yes____ No ____ (\$120.00/hr)-(actual contractor costs apply)

Sand Bags Yes____ No ____ (\$1.00 per bag)

Brining Yes____ No ____ (\$39.40/hr) (plus material/brine per gallon costs)

Special markings on roads – start and finish lines Yes____ No ____ (actual marking/paint material costs)

Digging or staking on ground will/must be cleared through Miss. Dig. A minimum of 5 working days notice is required. The sponsoring agency is responsible for contacting Miss Dig at 1-800-482-7171. Miss Dig will mark all overhead devices near power cables or stakes to be driven into the road or ground. Please coordinate with City on Time prior to calling. (Free Service)

All work performed by city staff will be at \$50/hour plus equipment rental rates.

All other equipment, materials and/or supplies is the responsibility of the organization such as, extension cords, hand tools, traffic tape, etc.

This Line for City use only.

ESTIMATED COST FOR CITY DPW SERVICES _____

**SPECIAL EVENTS
REQUEST FOR CITY SERVICES
POLICE SERVICES**

Will your event need police services? Yes____ No ____

The cost for police services is as follows:

Straight time officers	(\$40/hour/officer based on 2003 rates)
Time and a half officers	(\$60/hour/officer based on 2003 rates)
Triple Time officers	(\$120/hour/officer based on 2003 rates)

The Police Department will determine the total number of officers needed for each event.

This Line for City use only.

ESTIMATED COST FOR POLICE SERVICES _____

TOTAL ESTIMATED COST FOR ALL CITY SERVICES _____

11-12-03

This amended Special Events Policy has been adopted November 25, 2003.



Gail A. Kunderger, MMC
City Clerk

Date: November 25, 2003

To: Mayor and City Commission

From: Public Works

RE: Heating Renovations in Public Service Building

2003-96 i)

SUMMARY OF REQUEST: This is the first phase of heating unit replacements in the Public Service Building with energy efficient units. The only acceptable bid was from East Muskegon Roofing for \$82,725.00. This will eliminate corrosion of roof deck and give up to 29% energy savings.

FINANCIAL IMPACT: This project is funded in the Public Service Building Fund Budget for 2003.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: Proceed with the heating renovations.

COMMITTEE RECOMMENDATION

Memo

To: Robert Kuhn, Public Works Director
From: Bob Fountain, Special Operations Supervisor
Date: November 18, 2003
Re: Heating Renovations for Public Service Building

We are proposing to renovate the heaters in the Public Service Building. This project is part of our plan to improve the energy efficiency of the building. The large increase in natural gas prices has dictated that improving the efficiency of heating units is our first priority. After consultation with local contractors and our energy consultant, Tower Pinkster Titus, we decided the largest savings would be in upgrading our unit heaters in the storage garage and mechanical repair garage. This is roughly 2/3 of the square footage of the building and a 20 ft ceiling. We would be removing the existing heating units and replace with low intensity infrared tube units that could save 10-25% energy. These new units would be vented to the outside so that we would not have condensation on our steel roof deck. Recently a large area of roof deck had to be replaced due to corrosion from the existing un-vented heating units.

We contacted 10 local heating contractors and advertised in the Muskegon Chronicle. On October 28, 2003 we took bids and received only 2 submittals. One of these was submitted without the required bid bond and could not be accepted. Note that the discarded bid was 36% higher. Thus we received only one valid bid which was from East Muskegon Roofing and Sheet Metal. Our understanding is that it was the requirement for bid bond which produced so few bidders.

Our specifications asked for prices on 3 different installation phases. The first phase was to replace heaters in the vehicle storage area and mechanical repair area. A second phase included heater replacement in work shops and the warehouse. The phase will be postponed for a later date. A third phase was to replace the heaters in the Cemetery Shop and will be forwarded to the Leisure Services Director for his consideration.

The bid from East Muskegon includes the following components as specified:

Phase 1 base bid for infrared tube heating installation	\$75,725.00
Option #1 Upgrade to 2-stage heaters for additional 10% energy savings	\$1,710.00
Option #2 Install central energy management system	<u>\$ 5,290.00</u>
Total Amount	\$ 82,725.00

Attached is the bid, a product description, a case study comparing infrared and forced air heating and a proposed payback schedule.

Heating Renovations at Public Service Building

The following chart predicts a payback based on an estimated reduction of 29% in energy consumption when the new heaters are installed in the vehicle storage and mechanical repair areas. It was assumed that 66% of the total building heating cost is for this area based on the size of this area. Our payback would be 6 years to recover the investment.

Public Service Building Heating Renovations: Payback Analysis					
Year	Heating Cost (\$)	Vehicle Area Share (%)	Vehicle Area Heat (\$)	Reduction (%)	Payback (\$)
2001	34,433	66%	22,726		
2002	35,348	66%	23,330		
2003	75,000	66%	49,500	29%	14,355
Divide	82,725				
by	14,355				
equals	5.8	years			

ROOFING SPECIALISTS
INDUSTRIAL
COMMERCIAL - RESIDENTIAL
HOT ROOFS
COLD ROOFS
SHINGLES



1665 HOLTON ROAD
MUSKEGON, MI 49445-1498
PHONE (231) 744-2461
FAX (231) 744-9156

SHEET METAL
INDUSTRIAL COMMERCIAL
BLOW PIPE - AIR POLLUTION
ARCHITECTURAL SHEET METAL
METAL DECKS & SIDING
AIR CONDITIONING

To: City of Muskegon
City Clerks Office
933 Terrace St.
Muskegon, MI., 49443
Attn.: J.R. Gann

10-28-03
Page 1

Project: Public Service Building - 1350 Keating
& Cemetery Barn - 1434 Nims St.
Infra Red Tube Heaters

We are pleased to submit our quotation to replace the existing heating units with new gas infra red tube heaters. As requested we have quoted (3) phases with options for each phase.

Phase I: Public Service Building
Vehicle Storage and Maintenance Area

Includes:

1. Remove and dispose of, or turn over to the city, (32) existing non vented infra red heaters, and (6) gas unit heaters.
2. Vehicle Storage Area - furnish and install Qty. (12) Re-Verber-Ray #DES-60-200-N 200 MBH, 60 ft., infra red tube heaters with 24 volt thermostats.
3. Vehicle Maintenance Area - furnish and install Qty. (3) Re-Verber-Ray #DES-60-200-N 200 MBH, 60 ft. infra red tube heaters with 24 volt thermostats.
4. Flue and combustion air venting
5. Gas piping
6. Electrical wiring
7. System startup and one year warranty.
8. Permits

Phase I. Base Bid: \$ 75,725.00

Option #1: Provide 2 stage heaters for additional 10% energy savings.

Phase I. Option #1 Add: \$ 1,710.00

Continue on Page 2

ROOFING SPECIALISTS
INDUSTRIAL
COMMERCIAL - RESIDENTIAL
HOT ROOFS
COLD ROOFS
SHINGLES



1665 HOLTON ROAD
MUSKEGON, MI 49445-1498
PHONE (231) 744-2481
FAX (231) 744-9156

SHEET METAL
INDUSTRIAL COMMERCIAL
BLOW PIPE - AIR POLLUTION
ARCHITECTURAL SHEET METAL
METAL DECKS & SIDING
AIR CONDITIONING

To: City of Muskegon
City Clerks Office

10-28-03
Page 2

Option #2: Provide (California Economizer) Zonex energy management system including a command center, operating software, 3 LAS sensors, configured external modem, and (15) space thermostats.

Phase I. Option #2 Add: \$ 5,290.00

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INTL RADIANT

PAGE 02

Sheet 1

INTERNATIONAL RADIANT, INCORPORATED
858 E. Whitcomb, Madison Heights, MI 48071
(248) 588-8150 Fax (248) 588-8155

Muskegon Public Service Building
Vehicle Storage & Equipment
1350 E. Keesling Muskegon, MI 49413

PRESENT SYSTEM COST ANALYSIS

The following is used to estimate the present cost of the customers heating system.

Degree Day Coefficient	CD=	0.85
Degree Days	DD=	5,820
Hours	HR=	24
Efficiency	E=	0.85
Heating Value	HV=	100,000
Degree Temperature Rise	DT=	70
Heat Load	HL=	2,880,000

Annual Natural Gas Usage	68,084
Annual Natural Gas Cost	\$46,286.34
Natural Gas Cost / CCF	0.670

INFRA-RED SYSTEM COST ANALYSIS

The following is used in estimating the cost of converting to an Infra-Red Heating System.

Degree Day Coefficient	CD=	0.85
Degree Days	DD=	5,820
Hours	HR=	24
Efficiency	E=	0.84
Heating Value	HV=	100,000
Degree Temperature Rise	DT=	70
Heat Load	HL=	2,880,000

Annual Natural Gas Usage	38,448
Annual Natural Gas Cost	\$25,768.56
Natural Gas Cost / CCF	0.670
ESTIMATED SAVINGS	\$20,517.78

Note: Fuel cost Analysis based on maintaining 70 degree indoor temperature, 24 hours a day from October thru March

Page 1

COMMERCIAL & INDUSTRIAL 4-TIER PRODUCT OFFERING

DET SERIES

ECONOMY GAS-FIRED,
DUAL-STAGE INFRA-RED HEATERS

By
RE-VERBER-RAY



Patent No.
5-353-886

Available in tube lengths
of 20 to 60 ft. and 65,000
to 200,000 BTU/H.

Streamlined for economy and designed without sacrificing performance, the DET Series is a quality, energy efficient heater at a more economical price. Our Patented Two-Stage Technology, incorporated into the DET Series, provides more comfort while saving valuable energy dollars. This series is the best in this class of equipment.

TWO-STAGE TECHNOLOGY

- 12% Minimum Fuel Savings (over single-stage infra-red).
- Faster Heat Loss Recoveries.
- Improved Comfort Levels.
- 35% Reduction in Equipment Cycles.
- Design Protection Benefits.

PRODUCT FEATURES

- Coated Titanium or Aluminized Combustion Chamber.
- Hot-rolled Steel Radiant Tubes.
- Highly Polished Aluminum Reflectors.
- Enameled Control Box.
- Direct Spark Ignition.

VISIT WWW.REVERBERRAY.COM FOR:

- Product Specifications
- C.A.D. Library
- Dealer Locator
- Theory of Infra-Red
- Applications
- Parts Support
- Design Guidelines
- Product Awards
- Technical Reports
- and Much More!

Features Comparison Chart	HL2	DX2	XTS	DET	DES	Other
Highly polished aluminum reflectors.	•	•	•	•	•	•
Coated titanium or aluminized combustion chamber.	•	•	•	•	•	•
Coated aluminized radiant tubes.	•	•	•	•	•	•
Hot surface ignition.	•	•	•	•	•	•
Flex connector (24" stainless steel).	•	•	•	•	•	•
Gas cock (1/2" brass) with pressure tap included.	•	•	•	•	•	•
Two-stage technology.	•	•	•	•	•	•
Interlocking swaged tubes.	•	•	•	•	•	•
Stainless steel upgrades available.	•	•	•	•	•	•
Reflector end caps included.	•	•	•	•	•	•
Optional 'U' or 'L' configurations available.	•	•	•	•	•	•



DETROIT RADIANT PRODUCTS COMPANY

HL2 Series

DX2 Series

XTS Series

DET/DES Series

Contact Detroit Radiant Products Company for Information
on Specialty Application Products

CITY OF MUSKEGON

AGREEMENT FOR SERVICES OR CONSTRUCTION
Small and Limited Projects

THIS IS AN AGREEMENT between the CITY OF MUSKEGON ("City"), 933 Terrace Street, Muskegon, Michigan, and East Muskegon Roofing and Sheet Metal ("Contractor"), of Muskegon, Michigan, for a small or limited project, and is made in the following terms:

Agreement and Performance

Contractor agrees to perform and supply all the services and materials set forth in the Statement of Work attached to this agreement, ("Performance"). Contractor's performance shall be accomplished in good and workmanlike manner, to the satisfaction of the City. Performance shall be completed on or before January 31, 2004.

Price

Contractor will perform as set forth above for the complete contract price of \$82,725.00.

Conditions and Covenants

Contractor will comply with all laws, rules and regulations of the City, any other local government of the State of Michigan and the United State Government. Contractor will supply insurance as required by separate written document, naming the City as an additional insured, if appropriate, and shall carry such additional insurance coverages as are required by the City. Contractor shall hold the City harmless against any and all claims for damages or costs made against the city arising from Contractor's performance, including all costs of defense, attorney's fees, expenses and the amount of any damage determined against the City.

Contractor certifies that it is eligible for performance of government work and has not been cited or listed for failure to comply with Wage and Hour or prevailing wage regulations of the State of Michigan or the Federal Government.

Termination and Cancellation

This contract may be terminated for failure to perform in accordance herewith, and Contractor shall be liable for normal contractual remedies available to the City.

Nondiscrimination Compliance

Contractor agrees to comply with all nondiscrimination laws, rules and regulations and policies of the City, State and Federal Governments including, but not limited to, the provision of Executive Order 11246, Affirmative Action Requirements for Disable Veterans and Veterans of the Vietnam Era and for Handicapped Workers. If required by the City and appropriate for the services in this contract, Contractor shall comply with City oversight procedures. The provisions of all said policies, rules, executive orders and laws regarding nondiscrimination and affirmative action are available from the City by contacting the Affirmative Action Director of the City, City Hall, 933 Terrace Street, Muskegon, Michigan, telephone 231-724-6750. The City may supply a copy with this contract in its discretion.

The parties agree to performance of this contract by signing below. The effective date of this agreement is

Dec. 8, 2003.

Witnesses:

Robert Fontana

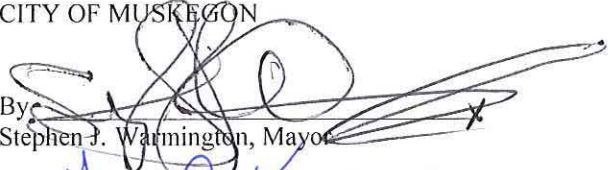
Linda Potter

Jo Ann Krutkowski

Contractor:

By Mary A. Kanaan

CITY OF MUSKEGON

By 
Stephen J. Warmington, Mayor

and Gail A. Kunderger
Gail A. Kunderger MMC, City Clerk

CITY OF MUSKEGON

Contract Between

City of Muskegon

And

East Muskegon Roofing and Sheet Metal

STATEMENT OF WORK

1. Phase 1: Public Service Building Vehicle Storage and Maintenance Area – Install Infrared Heaters per specifications
2. Option #1: Provide 2-stage heaters
3. Option #2: Provide Zonex energy management system per specifications
4. See attachments for work plan details

Initials:

Contractor: GAK x

City: DLF
(staff member)

Contract for services and construction for small and limited projects. This form would generally be used for projects under \$100,000, informally bid or solicited. Generally such projects will involve repair and maintenance, one-time services.

ROOFING SPECIALISTS
INDUSTRIAL
COMMERCIAL - RESIDENTIAL
HOT ROOFS
COLD ROOFS
SHINGLES



SHEET METAL
INDUSTRIAL COMMERCIAL
BLOW PIPE - AIR POLLUTION
ARCHITECTURAL SHEET METAL
METAL DECKS & SIDING
AIR CONDITIONING

1665 HOLTON ROAD
MUSKEGON, MI 49445-1498
PHONE (231) 744-2461
FAX (231) 744-9156

To: City of Muskegon
City Clerks Office
933 Terrace St.
Muskegon, MI., 49443
Attn.: J.R. Gann

10-28-03
Page 1

Project: Public Service Building - 1350 Keating
& Cemetery Barn - 1434 Nims St.
Infra Red Tube Heaters

We are pleased to submit our quotation to replace the existing heating units with new gas infra red tube heaters. As requested we have quoted (3) phases with options for each phase.

Phase I: Public Service Building
Vehicle Storage and Maintenance Area

Includes:

1. Remove and dispose of, or turn over to the city, (32) existing non vented infra red heaters, and (6) gas unit heaters.
2. Vehicle Storage Area - furnish and install Qty. (12) Re-Verber-Ray #DES-60-200-N 200 MBH, 60 ft., infra red tube heaters with 24 volt thermostats.
3. Vehicle Maintenance Area - furnish and install Qty. (3) Re-Verber-Ray #DES-60-200-N 200 MBH, 60 ft. infra red tube heaters with 24 volt thermostats.
4. Flue and combustion air venting
5. Gas piping
6. Electrical wiring
7. System startup and one year warranty.
8. Permits

Phase I. Base Bid: \$ 75,725.00

Option #1: Provide 2 stage heaters for additional 10% energy savings.

Phase I. Option #1 Add: \$ 1,710.00

Continue on Page 2

ROOFING SPECIALISTS
INDUSTRIAL
COMMERCIAL - RESIDENTIAL
HOT ROOFS
COLD ROOFS
SHINGLES



SHEET METAL
INDUSTRIAL COMMERCIAL
BLOW PIPE - AIR POLLUTION
ARCHITECTURAL SHEET METAL
METAL DECKS & SIDING
AIR CONDITIONING

1665 HOLTON ROAD
MUSKEGON, MI 49445-1498
PHONE (231) 744-2461
FAX (231) 744-9156

To: City of Muskegon
City Clerks Office

10-28-03
Page 2

Option #2: Provide (California Economizer) Zonex energy management system including a command center, operating software, 3 LAS sensors, configured external modem, and (15) space thermostats.

Phase I. Option #2 Add: \$ 5,290.00

Phase II.: Public Service Building
Central Storage and Work Shops

Includes:

1. Remove and dispose of, or turn over to the city (15) existing gas unit heaters.
2. Central Stores Storage - Qty. (4) Re-Verber-Ray #DES-40-75-N 75 MBH, 40 ft. infra red tube heaters with 24 volt thermostats.
3. Traffic - Maintenance and Paint Shop - Qty. (1) Re-Verber-Ray #DES-30-75-N, 75 MBH, 30 ft. infra red tube heater with 24 volt thermostat.
4. Sign Shop - Qty. (1) Re-Verber-Ray #DES-40-100-N, 100 MBH, 40 ft. infra red tube heater with 24 volt thermostat.
5. Water Dept. Maintenance Area - Qty. (1) Re-Verber-Ray #DES-40-100-N, 100 MBH, 40 ft. infra red tube heater with 24 volt thermostat.
6. Traffic Signal & Fire Alarm - Qty. (1) Re-Verber-Ray #DES-30-75-N, 75 MBH, 30 ft. infra red tube heater with 24 volt thermostat.
7. Radio Repair - Qty. (2) Re-Verber-Ray #DES-30-75-N, 75 MBH, 30 ft. infra red tube heaters with 24 volt thermostats.
8. Small Equipment Storage - Qty. (1) Re-Verber-Ray #DES-30-75-N, 75 MBH, 30 ft. infra red tube heater with 24 volt thermostat.
9. Parks Dept. Small Maintenance - Qty. (4) Re-Verber-Ray #DES-20-60-N, 60 MBH, 20 ft. infra red tube heaters with 24 volt thermostats.
10. Wood Shop - Qty. (1) Re-Verber-Ray #DES-30-75-N, 75 MBH, 30 ft. infra red tube heater with 24 volt thermostat.
11. Flue and combustion air vents.
12. Gas piping
13. Electrical
14. Systems startup and one year warranty.
15. Permits

Phase II. Base Bid: \$ 64,665.00

ROOFING SPECIALISTS
INDUSTRIAL
COMMERCIAL - RESIDENTIAL
HOT ROOFS
COLD ROOFS
SHINGLES



SHEET METAL
INDUSTRIAL COMMERCIAL
BLOW PIPE - AIR POLLUTION
ARCHITECTURAL SHEET METAL
METAL DECKS & SIDING
AIR CONDITIONING

1665 HOLTON ROAD
MUSKEGON, MI 49445-1498
PHONE (231) 744-2461
FAX (231) 744-9156

To: City of Muskegon
City Clerks Office

10-28-03
Page 3

Option #1: Provide 2 stage heaters for additional 10% energy savings.

Phase II. Option #1 Add: \$ 1,350.00

Option #2: Provide (California Economizer) Zonex energy management system same as Phase I.

Phase II. Option #2 Add: \$ 5,950.00

Phase III. Cemetery Barn

Includes:

1. Remove and dispose of, or turn over to the city (2) existing gas unit heaters.
2. Furnish and install Qty. (2) Re-Verber-Ray #DES-40-75-N, 75 MBH, 40 ft. infra red tube heaters with 24 volt thermostats.
3. Flue and combustion air vents.
4. Gas Piping
5. Electrical
6. Systems startup and one year warranty
7. Permits

Phase III. Base Bid: \$ 8,430.00

Option #1: Provide 2 - Stage heaters for an additional 10% energy savings.

Phase III. Option #1 Add: \$ 200.00

1950 - 2000

Celebrating 50 Years of Quality Service

Perimeter guard rails and protection of roof openings as required by OSHA are not included in this quotation and shall be in place prior to start of roofing operations. All orders accepted by us with the understanding that we are not to be held liable for non-delivery because of transportation difficulties, labor strikes, fire, defense priorities, war, flood, accidents at factory or any other cause beyond our control.

It is hereby expressly understood and agreed that no verbal statements or agreements made by any agent or representative of the company, nor by any person on its behalf, shall be binding upon the company unless explicitly set forth in this proposal.

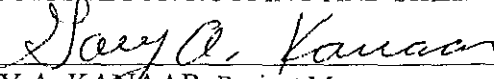
All prices quoted are subject to change without notice.

Terms: Net due within ten (10) days from date of invoice.

Any unpaid balance after thirty (30) days from date of billing is subject to 1 1/2 % per month which amounts to 18 % per year.

This proposal is subject to your acceptance within thirty (30) days and to approval by an officer of the company. When so approved (and not before) it will constitute a contract between us.

EAST MUSKEGON ROOFING AND SHEET METAL CO.


GARY A. KANAAR, Project Manager

ACCEPTED:

by _____

date _____

APPROVED:

EAST MUSKEGON ROOFING AND SHEET METAL CO.

by _____

date _____

ROOFING SPECIALISTS
INDUSTRIAL
COMMERCIAL - RESIDENTIAL
HOT ROOFS
COLD ROOFS
SHINGLES



SHEET METAL
INDUSTRIAL COMMERCIAL
BLOW PIPE - AIR POLLUTION
ARCHITECTURAL SHEET METAL
METAL DECKS & SIDING
AIR CONDITIONING

1665 HOLTON ROAD
MUSKEGON, MI 49445-1498
PHONE (231) 744-2461
FAX (231) 744-9156

To: City of Muskegon
City Clerks Office

10-28-03
Page 4

Option #2: Reuse (1) good unit heater in lieu of tube heaters.

Phase III. Option #2 Deduct: \$ 5,060.00

Performance Bond - We can provide a performance bond if required for an additional cost of eleven dollars per one thousand dollars of the contract.

Performance Bond Add: \$ 11.00 per thousand dollars

1950 - 2000 Celebrating 50 Years of Quality Service

Perimeter guard rails and protection of roof openings as required by OSHA are not included in this quotation and shall be in place prior to start of roofing operations. All orders accepted by us with the understanding that we are not to be held liable for non-delivery because of transportation difficulties, labor strikes, fire, defense priorities, war, flood, accidents at factory or any other cause beyond our control.

It is hereby expressly understood and agreed that no verbal statements or agreements made by any agent or representative of the company, nor by any person on its behalf, shall be binding upon the company unless explicitly set forth in this proposal.

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This proposal is subject to your acceptance within thirty (30) days and to approval by an officer of the company. When so approved (and not before) it will constitute a contract between us.

EAST MUSKEGON ROOFING AND SHEET METAL CO.

Gary A. Kanaan
GARY A. KANAAN, Project Manager

ACCEPTED:

APPROVED:

EAST MUSKEGON ROOFING AND SHEET METAL CO.

by _____

by _____

date _____

date _____

This Power of Attorney may not be used to execute any bond with an inception date after 8/4/2004

**THE HANOVER INSURANCE COMPANY
MASSACHUSETTS BAY INSURANCE COMPANY**

**POWERS OF ATTORNEY
CERTIFIED COPY**

KNOW ALL MEN BY THESE PRESENTS: That THE HANOVER INSURANCE COMPANY and MASSACHUSETTS BAY INSURANCE COMPANY, both being corporations organized and existing under the laws of the State of New Hampshire do hereby constitute and appoint Bernard O. McKenzie, David J. Price, Terri Parker and/or Donna Plasecki

of Muskegon, MI and each is a true and lawful Attorney(s)-in-fact to sign, execute, seal, acknowledge and deliver for, and on its behalf, and as its act and deed, at any place within the United States, or, if the following line be filled in, only within the area therein designated

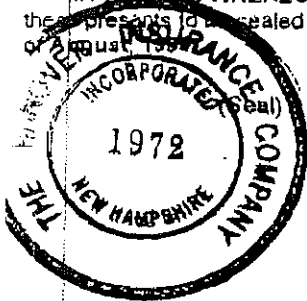
any and all bonds, recognizances, undertakings, contracts of indemnity or other writings obligatory in the nature thereof, as follows:

- Any such obligations in the United States,
- In any amount -

And said companies hereby ratify and confirm all and whatsoever said Attorney(s)-in-fact may lawfully do in the premises by virtue of these presents. These appointments are made under and by authority of the following Resolution passed by the Board of Directors of said Companies which resolutions are still in effect:

"RESOLVED, That the President or any Vice President, in conjunction with any Assistant Vice President, be and they are hereby authorized and empowered to appoint Attorneys-in-fact of the Company, in its name and as its acts, to execute and acknowledge for and on its behalf as Surety any and all bonds, recognizances, contracts of indemnity, waivers of citation and all other writings obligatory in the nature thereof, with power to attach thereto the seal of the Company. Any such writings so executed by such Attorneys-in-fact shall be as binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company in their own proper persons." (Adopted October 7, 1981 - The Hanover Insurance Company; Adopted April 14, 1982 - Massachusetts Bay Insurance Company)

IN WITNESS WHEREOF, THE HANOVER INSURANCE COMPANY AND MASSACHUSETTS BAY INSURANCE COMPANY have caused these presents to be sealed with their respective corporate seals, duly attested by a Vice President and an Assistant Vice President, this 4th day of August, 1999.

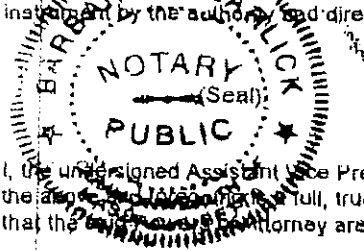


**THE HANOVER INSURANCE COMPANY
MASSACHUSETTS BAY INSURANCE COMPANY**

Richard V. [Signature]
Vice President
Ronell [Signature]
Assistant Vice President

THE COMMONWEALTH OF MASSACHUSETTS)
COUNTY OF WORCESTER) ss.

On this 4th day of August, 1999, before me came the above named Vice President and Assistant Vice President of The Hanover Insurance Company and Massachusetts Bay Insurance Company, to me personally known to be the individuals and officers described herein, and acknowledged that the seals affixed to the preceding instrument are the corporate seals of The Hanover Insurance Company and Massachusetts Bay Insurance Company, respectively, and that the said corporate seals and their signatures as officers were duly affixed and subscribed to said instrument by the authority and direction of said Corporations.



Barbara A. Herlick
Notary Public

My Commission Expires November 26, 2004

I, the undersigned Assistant Vice President of The Hanover Insurance Company and Massachusetts Bay Insurance Company, hereby certify that the above and foregoing is a full, true and correct copy of the Original Power of Attorney issued by said Companies, and do hereby further certify that the said Power of Attorney are still in force and effect.

This Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of The Hanover Insurance Company and Massachusetts Bay Insurance Company.

"RESOLVED, That any and all Powers of Attorney and Certified Copies of such Powers of Attorney and certification in respect thereto, granted and executed by the President or any Vice President in conjunction with any Assistant Vice President of the Company, shall be binding on the Company to the same extent as if all signatures therein were manually affixed, even though one or more of any such signatures thereon may be facsimile." (Adopted October 7, 1981 - The Hanover Insurance Company; Adopted April 14, 1982 - Massachusetts Bay Insurance Company)

GIVEN under my hand and the seals of said Companies, at Worcester, Massachusetts, this 28th day of October, 2003.

**THE HANOVER INSURANCE COMPANY
MASSACHUSETTS BAY INSURANCE COMPANY**

Charles [Signature]
Assistant Vice President



ALLMERICA FINANCIAL®
HANOVER INSURANCE®

100 North Parkway
Worcester, MA 01605

Bid Bond

☒ The Hanover Insurance Company

☐ Massachusetts Bay Insurance Company

Worcester, MA 01605

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, EAST MUSKEGON ROOFING

& SHEET METAL COMPANY, INC., 1665 HOLTON RD., MUSKEGON, MI 49445

hereinafter called Principal, and MASSACHUSETTS BAY INSURANCE COMPANY, a corporation established under the laws of the State of New Hampshire and having its principal office in Worcester, Massachusetts and/or THE HANOVER INSURANCE COMPANY, a corporation established under the laws of the State of New Hampshire and having its principal office in Worcester, Massachusetts, as Surety, hereinafter called Surety, are held and firmly bound unto
City of Muskegon, 933 Terrace St., Muskegon, MI 49443

_____ as Obligee,
in the penal sum of 5% of the accompanying bid Dollars
for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

The condition of the above obligation is such that whereas the Principal has submitted to the
City of Muskegon

a certain Bid, attached hereto and hereby made a part hereof, to enter into a contract in writing for
Heating Units at the Public Service Building
1350 Keating, Muskegon, MI

NOW, THEREFORE,

- (a) If said Bid shall be rejected, or in the alternate
- (b) If said Bid shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attached hereto (properly completed in accordance with said Bid) and shall furnish a bond for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said Bid,

Then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by an extension of the time within which the Owner may accept such Bid; and Surety does hereby waive notice of any such extension.

SIGNED, SEALED AND DATED this 28th day of October, 2003

East Muskegon Roofing & Sheet Metal Co. Inc.

(Principal)

BY Darryl A. Kanan (Seal)

☐ MASSACHUSETTS BAY INSURANCE COMPANY

BY _____ (Seal)

(Attorney-in-fact)

☒ THE HANOVER INSURANCE COMPANY

BY Terri Parker (Seal)
Terri Parker (Attorney-in-fact)

ACORD CERTIFICATE OF LIABILITY INSURANCE

CSR TP
EASTM-1

DATE (MM/DD/YY)
04/30/03

PRODUCER McKenzie-Price Agency, Inc. 455 W. Norton P.O. Box 57 Muskegon MI 49443-0057 Phone: 231-733-4411	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
INSURERS AFFORDING COVERAGE	
INSURED East Muskegon Roofing & Certified Sheet Metal 1665 Holton Rd North Muskegon MI 49445	INSURER A: CNA Insurance INSURER B: INSURER C: INSURER D: INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	GENERAL LIABILITY	2057051420	05/01/03	05/01/04	EACH OCCURRENCE	\$ 1,000,000
	☒ COMMERCIAL GENERAL LIABILITY				FIRE DAMAGE (Any one fire)	\$ 300,000
	☐ CLAIMS MADE ☒ OCCUR				MED EXP (Any one person)	\$ 5,000
					PERSONAL & ADV INJURY	\$ 1,000,000
					GENERAL AGGREGATE	\$ 2,000,000
					PRODUCTS - COMP/OP AGG	\$ 2,000,000
					GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC	
A	AUTOMOBILE LIABILITY	C2057050655	05/01/03	05/01/04	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
	☒ ANY AUTO				BODILY INJURY (Per person)	\$
	☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS				BODILY INJURY (Per accident)	\$
	☒ HIRED AUTOS ☒ NON-OWNED AUTOS				PROPERTY DAMAGE (Per accident)	\$
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	\$
	☐ ANY AUTO				OTHER THAN EA ACC AUTO ONLY: AGG	\$
A	EXCESS LIABILITY	C2057050705	05/01/03	05/01/04	EACH OCCURRENCE	\$ 5,000,000
	☒ OCCUR ☐ CLAIMS MADE				AGGREGATE	\$ 5,000,000
	☐ DEDUCTIBLE					\$
	☒ RETENTION \$ 10,000					\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	WC257050610	05/01/03	05/01/04	☒ WC STATUTORY LIMITS ☐ OTHER	
	E.L. EACH ACCIDENT				\$ 500,000	
	E.L. DISEASE - EA EMPLOYEE				\$ 500,000	
	OTHER				E.L. DISEASE - POLICY LIMIT	\$ 500,000

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

CERTIFICATE HOLDER CITY004 City of Muskegon City Hall 933 Terrace Muskegon MI 49443	ADDITIONAL INSURED; INSURER LETTER: CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE David J. Price
---	--

Date: November 25, 2003
To: Mayor and City Commissioners
From: Department of Public Works
Re: Modifications to the Solid Waste Contract

2003-965)

SUMMARY OF REQUEST: As part of the 2004 budgetary process the City Commission directed the Public Works Department to reduce the Recycling Budget by \$100,000. The result of our negotiations is as follows:

The new price for Mixed Refuse (Garbage) which includes year-round yard waste collection is \$8.423 per household	\$1,350,780
The new price for Recycling Services for 26 weeks per year is \$1.00 per household.	\$160,000
Disposal of yard waste shall remain at \$10 per ton	\$33,000
Special Tire Disposal at \$35 per ton estimated at 71.4 tons	\$2,250
Neighborhood cleanups	\$17,040
Revised Estimated Contract	<u>\$1,563,070</u>

The city shall waive performance bond and public relations and education requirements, establish new benchmarks for refuse and recycling at 952 and 67 tons per month; eliminate the pitch-it-sticker program

The city agrees to extend the current contract from March 1, 2005 until December 31, 2007

FINANCIAL IMPACT:

Estimated Payments to Sunset Waste	\$1,563,070
City Salary and Wages	\$75,333
Vehicle Rental	\$6,370
Printing, Building Rental, Electricity	<u>\$25,600</u>
Total Budget for Refuse and Recycling	\$1,670,373
 2004 Budgets for Refuse and Recycling	 \$1,660,314
Shortfall	10,059

BUDGET ACTION REQUIRED:

A budget amendment to add additional \$10,059 will allow refuse and recycling service to continue at current level of service.

STAFF RECOMMENDATION: Recommend approval as presented

November 18, 2003

Brian Mazade
City Manager

Mayor and City Commissioners

RE: Modifications to the Solid Waste Contract

Ladies and Gentlemen:

As part of the 2004 budgetary process the City Commission directed the Public Works Department to reduce the Recycling Budget by \$100,000. The result of our negotiations is as follows:

The new price for Mixed Refuse (Garbage) which includes year-round yard waste collection is \$8.423 per household (8.423 x 13364 x 12 months)	\$1,350,780
The new price for Recycling Services for 26 weeks per year is \$1.00 per household. (1.00 x 13364 x 12)	\$160,000
Disposal of yard waste shall remain at \$10 per ton with estimated tonnage at 3300 tons per year	\$33,000
Special Tire Disposal from cleanups and city-owned lots at \$35 per ton estimated at 71.4 tons	\$2,250
Neighborhood cleanups with each box at \$100 each and disposal at \$21/ton or less	
Est 120 boxes at 2 tons	\$17,040
Revised Estimated Contract	\$1,563,070

FINANCIAL IMPACT:

Sunset Waste Agrees to

- waive the 2004 cost of living adjustments on mixed refuse and recycling (\$39,700)
- waive the \$1 per ton annual increase in tipping fee allowed by previous contract
- adjust the refuse benchmark from 854 tons to 952 tons per month
- adjust the recycling benchmark to 67 tons per month per month
- absorb the new state tax on tipping fees of 21 cents per ton (\$2400)

- adjustments to the refuse benchmark shall be at \$21 per ton
- adjustments to the recycling benchmark shall be at \$10 per ton.

City of Muskegon agrees to :

Waive performance bond requirements (\$16,000)

Waive some public relations requirements (\$12,000)

Pay or receive \$21 per ton for mixed refuse exceeding or below the benchmark of 952 tons per month

Pay or receive \$10 per ton for recycling exceeding or below the benchmark of 67 tons per month.

Eliminate the Pitch-It-Sticker Program (\$7,000)

Change the anniversary date from March 1, to January 1 with Cost of Living Adjustments to be made retroactive effective on that date beginning in 2005

Extend the current contract with Sunset Waste from March 1, 2005 to December 31, 2007

AGENDA ITEM NO. _____

CITY COMMISSION MEETING _____

TO: Honorable Mayor and City Commissioners

FROM: Bryon L. Mazade, City Manager

DATE: November 18, 2003

2003-96 k)

RE: Personal Property Payment Plan – Michigan Steel

SUMMARY OF REQUEST:

To approve a payment plan for Michigan Steel (formerly West Michigan Steel) for personal property taxes for years 2000-2002. The payment plan was necessary for the company to be sold this past year.

FINANCIAL IMPACT:

Payment of \$78,063.93 over 48 months @ 8% interest to the City and other taxing jurisdictions.

BUDGET ACTION REQUIRED:

None

STAFF RECOMMENDATION:

To approve the payment plan and authorize the Mayor and City Clerk to execute associated documents.

COMMITTEE RECOMMENDATION:

None

PROMISSORY NOTE

COPY

1. **Terms of Note.** For value received, **Michigan Steel, Inc.**, a Michigan corporation ("Maker"), of 1148 West Western Avenue, Muskegon, Michigan 49441, promises to pay to the order of **The City of Muskegon**, a Michigan municipal corporation ("City"), of 933 Terrace, Muskegon MI 49442, or any subsequent holder, the principal amount of **Seventy-Eight Thousand, Sixty-Three Dollars and Zero Cents (\$78,063.93)**. Interest on the unpaid balance of this Note shall accrue at a rate Eight Percent (8.00%).

Interest on this Note will be calculated on the basis of a 360-day year for the actual number of days elapsed, compounded monthly. Upon the occurrence of an Event of Default and a failure to cure, the interest rate applicable on this Note shall be increased to 12.00% per annum on any unpaid balance owed from the interest rate set forth in this paragraph.

2. **Payments.** Payments of accrued principal and interest shall be made on this Note in equal monthly installments of \$1,905.77, commencing on the 30th day of November, 2003, and on the 15th day of each month thereafter until November 30, 2007, when the full amount of principal and interest due under this Note shall be payable in full.

3. **Expenses.** Maker shall reimburse City for all out-of-pocket expenses incurred by City in connection with any renewals, extensions, or modifications, or enforcement of this Note, and with taking any security therefore, including without limitation filing and recording fees, attorney fees, and expenses, and costs of credit reports, surveys, appraisals, title work, and mortgagee's title insurance. Each out-of-pocket expense shall be reimbursed to City at the time of the first required interest payment under this Note after the expense is incurred.

4. **Late Charge.** If any installment of principal or interest due under this Note is not paid within 10 days after it is due, Maker shall pay to City a late charge in an amount equal to the greater of \$50 or an amount equal to one-tenth (1/10) of one percent (1.00%) of the unpaid principal balance on this Note as of the date the late charge is assessed.

5. **Prepayments.** At any time before November 30, 2007, this Note may be prepaid in whole or in part without penalty. Any partial prepayment shall be applied first to City's expenses, as set forth in paragraph 3, second to late charges, third to accrued interest, and fourth to principal. No partial prepayment of principal shall relieve maker from the obligation to pay each succeeding interest installment when due.

6. **Events of Default and Acceleration.** In the event of default in the payment of any installment of principal or interest, or in the performance or observance of any of the covenants, conditions, or agreements contained in this Note, the holder may declare the entire unpaid balance, together with interest accrued thereon, immediately due and payable. Before exercising this right of acceleration, the holder shall send to Maker,

by first class mail, at Maker's last address known to holder, a notice of the default, and Maker shall have 10 days from the date of the holder's letter to cure the default.

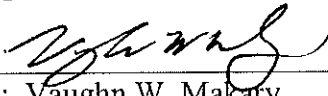
7. **Place and Application of Payments.** Each payment on this Note shall be made at City's address set forth above or such other place as the holder may direct in writing. Any payment on this Note shall be applied in the following order: first to any expenses (including expenses of collection) then due and payable to City under this Note, second to any unpaid late charges, third to any accrued and unpaid interest, and fourth to the unpaid principal balance.

8. **Waivers.** No delay by City shall be a waiver of the exercise of any right or remedy. No single or partial exercise by City of any right or remedy shall preclude any other or future exercise of that or any other right or remedy. No waiver by City of any default or of any provision of this Note shall be effective unless it is in writing and signed by an authorized representative of City. No waiver of any right or remedy on one occasion shall be a waiver of that right or remedy on any future occasion.

Maker waives demand for payment, presentment, notice of dishonor, and protest of this Note and consents to any extension or postponement of time of its payment, to any substitution, exchange, or release of all or any part of any security given to secure this Note, to the addition of any party, and to the release, discharge, waiver, modification, or suspension of any rights and remedies against any person who may be liable for the indebtedness evidenced by this Note.

9. **Applicable Law and Jurisdiction.** This Note shall be governed by and interpreted according to the laws of the state of Michigan, without giving effect to conflict-of-law principles. Maker agrees that for purposes of any dispute in connection with this Agreement, the Muskegon County Circuit Court shall have exclusive personal and subject matter jurisdiction and venue.

Michigan Steel, Inc.

By: 

Name: Vaughn W. Makary

Its: President/CEO

Date: _____, 2003

COPY

SECURITY AGREEMENT

Agreement made November 14, 2003, between Michigan Steel, Inc., a Michigan corporation, of 1148 West Western Avenue, Muskegon, Michigan 49441 ("Debtor") and the City of Muskegon, of 933 Terrace, Muskegon, Michigan 49442 (Secured Party").

1. GRANT OF SECURITY INTEREST. Debtor grants to Secured Party a security interest in the collateral, described in Paragraph 2 of this agreement, to secure the performance and payment of that certain promissory note dated November 14, 2003 by Debtor and payable to Secured Party in the original amount of \$78,063.93, and to secure all expenditures by Secured Party for taxes, insurance, repairs to and maintenance of the collateral and all costs and expenses incurred by Secured Party in the collection and enforcement of the note and other indebtedness of Debtor including reasonable attorneys fees; and all liabilities of Debtor to Secured Party now existing or hereafter incurred, matured or unmatured, direct or contingent, and any renewals and extensions thereof and substitutions therefor.

2. DESCRIPTION OF COLLATERAL. The collateral of this Security Agreement, referred to as "collateral", consists of the following described property:

All assets of Debtor including all accounts, general intangibles, documents, instruments, all contract rights and causes of action, all goodwill, all furniture, fixtures, machinery, equipment, supplies, parts, and inventory including all tools, all leasehold improvements, all records pertaining thereto, and all additions attachments, accessions, replacements, substitutions and renewals, and all products and proceeds of any of the foregoing including insurance or condemnation proceeds, and including cash or noncash proceeds, whether now owned or hereafter acquired.

3. PROCEEDS OF COLLATERAL. Debtor grants to Secured Party a security interest in and to all proceeds of collateral. This provision shall not be construed to mean that Debtor is authorized to sell, lease, or dispose of collateral without the written consent of Secured Party, unless otherwise provided by this agreement. Debtor is authorized to sell and replace equipment and utilize all of the other assets of Debtor as needed in the ordinary course of business

4. DEBTOR'S PAYMENT OBLIGATION. Debtor shall pay to Secured Party the sum evidenced by the above note or any renewals or extensions thereof executed pursuant to this security agreement in accordance with the terms of such note and any other obligations that now exist or may hereafter accrue from Debtor to Secured Party.

5. DEBTOR'S WARRANTIES AND REPRESENTATIONS.

(a) Debtor will have good marketable title to the collateral free from any lien, security interest, encumbrance, or claim, other than the liens of Comerica Bank, Verizon Credit, Sterling Bank & Trust, Michigan Heritage Bank, General Electric Credit Corp., Date Exchange, Inc., United Capital Division of Hudson Unlimited United Bank, CIT Group/Equipment Financing, Inc., Bank of America, and Prairie Business Credit, Inc., and Debtor will, at Debtor's cost and expense, defend any action that may affect Secured Party's security interest in, or Debtor's title to, collateral.

(b) Debtor hereby warrants and further represents that the collateral is used primarily for business use.

(c) Debtor hereby warrants and further represents that no financing statement covering collateral or any part thereof or any proceeds thereof is presently on file in any public office, other than the financing statement of the parties referenced in paragraph 5(a).

(d) Debtor hereby warrants and further represents that the collateral is currently and in the future will be kept at Debtor's business address as set forth in the preamble; Debtor will not remove the collateral to any other place without prior written consent of the Secured Party, except as needed in the ordinary course of business.

6. LOCATION AND IDENTIFICATION OF COLLATERAL. Debtor will keep collateral separate and identifiable at Debtor's business address in Muskegon County, Michigan, and Debtor will not remove collateral from such address without the written consent of Secured Party, except as needed in the ordinary course of business.

7. ALIENATION OF COLLATERAL. Debtor will not, without the written consent of Secured Party, sell, contract to sell, lease, encumber, or otherwise dispose of collateral or any interest therein until this security agreement and all debts secured thereby have been fully satisfied, except as needed in the ordinary course of business.

8. INSURANCE. Debtor shall insure the collateral with companies acceptable to Secured Party against such casualties and in such amount as Secured Party shall require. The insurance shall be for the benefit of Debtor and Secured Party as their interests may appear. Secured Party is hereby authorized to collect from the insurance company any amount that may become due under any of such insurance, and the Secured Party may apply the same to the obligations hereby secured.

9. TAXES AND ASSESSMENTS. Debtor shall pay promptly when due all local personal property taxes, water and sewer charges, and all federal and state taxes and assessments levied on collateral or on its use and operation.

D. Insolvency of Debtor or any guarantor or surety of or for Debtor, or the commencement of any proceedings by or against Debtor or a guarantor or surety for Debtor under the Federal Bankruptcy Code or under any state insolvency law or for the assignment for the benefit of creditors by the Debtor or a guarantor or surety of or for them.

17. REMEDIES. On any default, and at any time thereafter:

A. Secured Party may declare all obligations secured hereby immediately due and payable and may proceed to enforce payment of the same and exercise any and all of the rights and remedies provided by MCL Section 440.9501 et seq, as well as any and all other rights and remedies possessed by Secured Party.

B. Subject to applicable law, Secured Party shall have the right to remove collateral from Debtor's premises. Secured Party may require Debtor to assemble collateral and make it available to Secured Party at any place to be designated by Secured Party that is reasonably convenient to both parties. For purposes of removal and possession of collateral, Secured Party or its representatives may enter any premises of Debtor without legal process, and Debtor hereby waives and releases Secured Party of and from any and all claims in connection therewith or arising therefrom.

C. Unless collateral is perishable or threatens to decline speedily in value or is of a type customarily sold on a recognized market, Secured Party shall give Debtor reasonable notice of the time and place of any public sale thereof or of the time after which any private sale or any other intended disposition thereof is to be made. The requirements of reasonable notice shall be met if such notice is mailed, postage prepaid, to the address of Debtor shown herein at least ten (10) days before the time of the sale or disposition. Expenses of retaking, holding, preparing for sale, selling, or the like shall include reasonable attorneys' fees and legal expenses incurred by Secured Party.

18. TERMINATION OF AGREEMENT. This agreement shall terminate after all obligations secured hereunder have been satisfied in full.

19. GOVERNING LAW.

A. This security agreement shall be construed according to MCL Section 440.9101 et seq and other applicable laws of the State of Michigan, and all obligations of the parties created hereunder are to be performed in the State of Michigan.

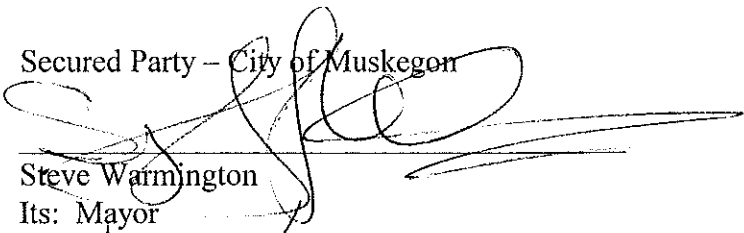
B. All terms used herein that are defined in MCL Section 440.9101 et seq shall have the same meaning herein as therein defined.

20. MODIFICATION OR AMENDMENT. No modification or amendment of this agreement shall be effective and is void unless in writing and signed by all parties to this agreement.

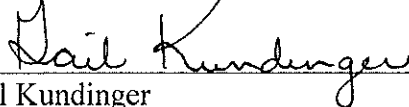
21. BINDING EFFECT. All rights of both parties hereunder shall inure to the benefit of their heirs, next of kin, personal representatives, successors and assigns and the obligations of both parties shall bind and be enforceable against their heirs, next of kin, personal representatives, successors or assigns.

Dated: November 14, 2003

Secured Party – City of Muskegon

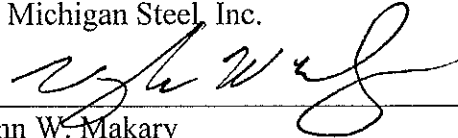

Steve Warmington

Its: Mayor


Gail Kunderinger

Its: Clerk

Debtor – Michigan Steel, Inc.

By: 

Vaughn W. Makary

Its: President/CEO

PARMENTER O'TOOLE

Attorneys at Law

Memorandum

DATE December 1, 2003

TO: Linda - City Clerk's office

FROM: Lisa M. Skidmore

RE: Michigan Steel (TIC United)

Please have Gail Kundering and Steve Warmington sign the enclosed Security Agreement and return it to our office, either under Jim's or my name.

Thank you,

A handwritten signature in black ink, appearing to be "LMS" or similar, located below the "Thank you," text.

*Original sent to attorney
12-5-03.
JP*

AGENDA ITEM NO. 2003-96 d)

CITY COMMISSION MEETING _____

TO: Honorable Mayor and City Commissioners
FROM: Bryon L. Mazade, City Manager
DATE: November 19, 2003
RE: Development Agreement – Cross Lake Ferry

SUMMARY OF REQUEST:

To approve a development agreement between the City, Lake Express and Great Lakes Marina for the construction of improvements for the cross-lake ferry project.

FINANCIAL IMPACT:

City commitment to the project is \$1,200,000.

BUDGET ACTION REQUIRED:

None

STAFF RECOMMENDATION:

To approve the attached agreement.

COMMITTEE RECOMMENDATION:

None

Development Agreement

Agreement entered into as of this 25 day of November, 2003, by and among Lake Express, LLC, a Wisconsin limited liability company ("Lake Express"), the City of Muskegon, Michigan, a Michigan municipal corporation (the "City"), and Great Lakes Marina & Storage, LLC, a Michigan limited liability company (hereinafter referred to as "Landlord").

Recitals

Lake Express is in the process of financing, developing and constructing a high-speed auto/passenger ferry service to operate between Milwaukee, Wisconsin and Muskegon, Michigan. It has entered into a lease with the Landlord and the City with respect to the real property as shown in Exhibit A attached hereto (the "Land") which is to be the site of its dock, terminal and maintenance facilities on the Muskegon end of the ferry service (the "Lease").

It will be necessary to construct certain improvements to the Land (the "Improvements") including a terminal building (the "Terminal Building"), , dockwall, fendering and mooring systems (the "Dock"), auto and passenger ramp facilities (the "Ramp"), and appropriate parking lot, pavement, utilities and landscaping (together the "Externals") in order to make the Land usable as a dock and terminal for the operation of one or more high-speed auto/passenger ferries ("Tenant's Ferry Operation").

The City has indicated that it is prepared to undertake and finance the construction of the Improvements which will be owned by the City and leased to Lake Express under the Lease, and the parties hereto have agreed that the construction and development of the Improvements will be done by the Landlord, as general contractor, under the leadership of the City, all as set forth below in this Agreement.

Agreement

Now therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned agree as follows:

1. Plans and Specifications. Lake Express and Landlord shall provide to the City plans, drawings and specifications for the Improvements (as generally described in Exhibit B), including their respective locations on the Land promptly after the execution of this Agreement, which shall be in sufficient detail to be the basis of contracts for construction (the "Plans") Promptly, upon approval of the Plans by the City, which shall not be unreasonably delayed, withheld or conditioned, the Landlord, in consultation with Lake Express and the City, shall put together a budget and a schedule for construction based on receipt of bids from contractors and subcontractors. No person affiliated with a contractor or subcontractor engaged in the construction of the Improvements shall receive any kickback or other remuneration from any of the parties hereto, from any contractor or

subcontractor or from any other person in connection with the construction of the Improvements.

2. Construction of the Improvements. Immediately upon approval of the Plans, budget and schedule and acceptance by Lake Express, the Landlord, acting as general contractor, shall, with cooperation and in consultation with Lake Express, undertake the construction of the Improvements (the "Project"), entering into such contracts and taking such other steps as may be necessary to complete the construction of the Improvements as described in Exhibit B (the "Completion Date"), unless such completion is delayed by change orders from Lake Express or as a result of any factor outside of Landlord's control, including unavoidable fires, other casualties, availability of necessary permits, and unusual weather conditions, but excluding normal precipitation, climate and other weather conditions at the site of the Land, in which case the Completion Date shall be extended by any such delay. The Landlord agrees to use reasonable skill and judgment in the construction and in contracting for the construction of the Improvements. The Landlord and City shall take all actions necessary to make sure that the Plans are in compliance with all applicable federal, state and local requirements. All parties acknowledge and agree that all of the documents and other materials constituting the Plans are the property of City and shall not be used or disclosed by any of the other parties hereto other than on a need-to-know basis in connection with Lake Express's performance of its obligations under the Lease and in reviewing construction of the Improvements, and by any of the parties hereto in connection with the enforcement of its rights hereunder. Lake Express shall have access to the site to review the construction of the Improvements and to assure that such construction proceeds in accordance with the Plans

3. Contributions of Parties. The parties hereto hereby commit and agree to be contractually bound to contribute to the costs of the construction of the Improvements and to construct the Improvements in accordance with the following rules:

(a) The City shall commit and provide funds up to \$1,200,000 for the construction of the Improvements. However, in no event shall the City be obligated to fund more than \$1,200,000 of the cost of the Improvements.

(b) The Landlord, as general contractor, agrees and commits to construct all of the Improvements included in Exhibit B for an amount not to exceed \$1,200,000.

(c) The Landlord shall obtain from each of its contractors and subcontractors appropriate lien waivers waiving any lien it may have on the Improvements with respect to the construction to be paid for with respect to the funds.

4. Insurance. During the construction of the Improvements, the Landlord, in its capacity as general contractor, shall maintain insurance commercially reasonable for a

project of the size and scope of the Project, insuring the interests of Landlord and City as they appear.

5. Records and Access. During the course of the construction of the Project and thereafter for a period of six (6) years, City and Landlord shall maintain appropriate accounting and other records relating to the Project, including, without limitation, documentation substantiating Landlord and City's compliance with the foregoing provisions of this Agreement.

During the term of this Agreement and thereafter, each of the parties hereto and its agents shall have complete access to the Land, the Project, the Plans, to above-described records and any and all other materials relating to the Project within Landlord's possession or control, and Landlord shall promptly and accurately respond to any and all questions of any party hereto or its representatives relating to the Project.

6. Quality of Construction. Landlord agrees to make its best efforts to ensure that all materials and equipment furnished under this agreement for the Project shall be of good quality and new unless otherwise noted in the Plans, and that the Project shall be free of all defects. The obligations of Landlord under this section shall survive the termination of this agreement.

7. Effectiveness of Agreement. The parties hereto agree that this Agreement shall not be effective and none of the parties hereto shall have obligations under this agreement unless and until (i) the Lease has been properly executed by all of the parties hereto and is legally enforceable against each of them, and (ii) this agreement has been properly executed by each of the parties thereto and is legally enforceable against each of them, and (iii) the Lease has been approved by the U.S. Secretary of Transportation.

8. Relationship. Landlord shall act as the General Contractor for the Project, and agrees to demand of all contractors and subcontractors that all activities conducted by Landlord and the contractors and subcontractors on the Project shall be in full compliance with all applicable federal, state and local laws, ordinances, regulations and other requirements, including, without limitation, the federal Occupational Safety and Health Act and any other comparable requirements imposed by Michigan or other applicable law. All services provided by Landlord and the contractors and subcontractors under this agreement shall be as independent contractors, and nothing in this agreement, or in the parties' activities in connection therewith, shall be deemed to create any partnership, joint venture, employment or other agency relationship between or among the parties hereto.

9. Notices. Any and all notices required or permitted hereunder shall be in writing and shall be delivered to the individual designated below for the recipient thereof or to a receptionist or other person available to receive incoming deliveries at the address designated below for such recipient during business hours or sent via facsimile to the number designated below for such recipient or by registered or certified mail, return receipt requested and postage prepaid, to the address designated below for such recipient:

To Lake Express:

Lake Express, LLC
700 North Water Street, Suite 1200
Milwaukee, WI 53202
Attention: David J. Lubar

To City of Muskegon:

City of Muskegon
933 Terrace, P.O Box 536
Muskegon, MI 49443-0536
Attention: City Manager

To Great Lakes Marina & Storage, LLC

Great Lakes Marina & Storage, LLC
1920 Lakeshore Dr.
Muskegon, MI 49441
Attention: George Bailey or John Bultema II

Notices delivered as provided above shall be deemed given upon such delivery. Notices sent via facsimile transmission as provided above shall be deemed given upon their successful transmission. Notices mailed as provided above shall be deemed given on the date of their deposit in the United States mail. Any party hereto may change the individual, facsimile number and/or address for notices thereto hereunder by giving notice of such change to the other party hereto in accordance with the provisions of this paragraph.

10. Further Assurance. Each of the parties hereto hereby agrees to execute and deliver such documents and to take such other actions at any time and from time to time hereunder as may be reasonably requested by the other party hereto to carry out the provisions or purposes of this Agreement.

11. Successors. This agreement shall be binding upon, and inure to the benefit of, the parties hereto and their respective heirs, administrators, legal representatives, successors and assigns, except that none of the parties hereto assign any of its respective rights or obligations hereunder without the prior written consent of the other parties hereto.

12 Severability. In the event that any provision of this agreement is ever finally determined to be wholly or partially illegal, invalid or unenforceable, either in all jurisdictions and circumstances or in particular jurisdictions or circumstances, such provision shall be deemed severed herefrom in those jurisdictions and circumstances as to which it is so determined to be wholly illegal, invalid or unenforceable and shall be limited to the extent required in those jurisdictions and circumstances as to which it is so

determined to be partially illegal, invalid or unenforceable, and such severance or limitation shall not affect the legality, validity or enforceability of any of the other provisions hereof or of the severed provision to the extent not so determined to be illegal, invalid or unenforceable.

13. Interpretation. The headings in this agreement are intended for convenience only, and shall not affect the meaning or interpretation hereof. In interpreting this agreement, whenever the context so permits, (a) the singular shall include the plural and the plural shall include the singular and (b) any gender shall include all genders.

14. Counterparts. This agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

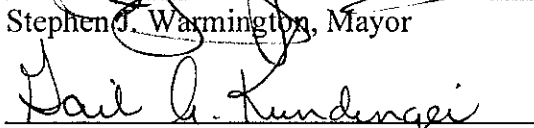
15. Waiver. No failure or delay on the part of any party in the exercise or enforcement of any of such party's rights under any provision hereof shall be deemed to constitute a waiver or other relinquishment of any of such rights or of such provision in the absence of a written waiver signed by such party.

16. Amendment. This agreement may be amended by, and only by, a written instrument signed by all of the parties hereto.

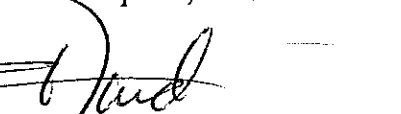
17. Integration. This agreement constitutes the entire agreement of the parties hereto with respect to the subject matter hereof, and supersedes any and all oral, written or other negotiations, warranties, representations, agreements or other understandings in regard thereto, except with respect to the Lease Agreement, dated October 28, 2003 by and between Lake Express, the City of Muskegon and the Great Lakes Marina & Storage, LLC and the Confidentiality Agreement between the City and Lake Express, dated October 30, 2001.

In witness whereof, the parties have executed this Agreement as of the date shown at the beginning hereof.

CITY OF MUSKEGON


Stephen J. Warmington, Mayor

Gail A. Kunderger, City Clerk

Lake Express, LLC


Lubar & Co., Manager
By _____
David J. Lubar
Its President

Great Lakes Marina & Storage, LLC

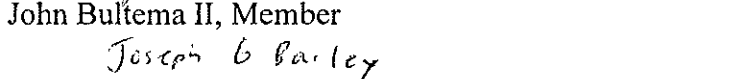
By 
John Bultema II, Member


Exhibit B

Improvements

<u>Type of Improvement</u>	<u>Completion Date</u>	<u>Estimated Cost</u>
Marine Improvements (Dockwall, Fendering and Mooring System, Dredging and Passenger and Auto Ramp Facilities)	May 15, 2004	\$550,500
Terminal Building	May 15, 2004	\$452,000
Site Work (Utilities, Parking, Road/Driveway and Other Pavement and Landscaping)	May 15, 2004	\$197,500

DATE: November 17, 2003
TO: Honorable Mayor and Commissioners
FROM: Robert Grabinski, Fire Marshal/Inspection Services
RE: Concurrence with the Housing Board of Appeals Notice and Order to Demolish. Dangerous Building Case #: 02-10 Address: 312 Merrill.

*Removed
by staff.*

SUMMARY OF REQUEST: This is to request that the City Commission Concur with the findings of the Housing Board of Appeals that the structure located at **312 Merrill** is unsafe, substandard, a public nuisance and that it be demolished within thirty (30) days. It is further requested that administration be directed to obtain bids for the demolition of the structure and that the Mayor and City Clerk be authorized and directed to execute a contract for demolition with the lowest responsible bidder.

Case# & Project Address: 02-10 – 312 Merrill, Muskegon, MI.

Location and ownership: This structure is located on Merrill between Fifth and Sixth Streets and is owned by Marshall Redder.

Staff Correspondence: A dangerous building inspection was conducted on 3/21/02 and the interior inspection was conducted 4/24/02. A Notice and Order to repair or demolish was issued 5/14/02. On 9/5/02 the HBA declared the structure substandard. Marshall Redder purchased the house during the DB process, but did not appear before the HBA (he was notified). Building, plumbing, and electrical permits have been pulled in 2002, but no inspections have been called for. Mr. Redder was allowed to pull permits 7/1/03 which expired 9/15/03. He was brought back before the HBA 10/2/03 and the structure was declared. He was again allowed to renew the permits 10/3/03 which expired 11/3/03.

Owner Contact: There has been contact to pull permits and schedule inspections. Mr. Redder called the office on November 17, 2003 and requested a building inspection. This inspection was set for November 25, 2003 pending inspection and approval of all mechanical permits.

Financial Impact: CDBG

Budget action required: None

State Equalized value: \$6,700

Estimated cost to repair: \$30,000.

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

City Commission Recommendation: The commission will consider this item at it's meeting Tuesday, November 25, 2003.

**CITY OF MUSKEGON
DANGEROUS BUILDING INSPECTION REPORT**

312 Merrill

3/21/02

Inspection noted:

1. An interior inspection is required by all trade inspectors' (this includes Plumbing, Mechanical, Electrical and Building).
2. Roof covering and flashing on home is in need of repair or replacement.
3. Chimney is falling apart onto roof.
4. Soffit and fascia missing or faling off. Drip edge is also missing.
5. Back stairs and landings unstable and dangerous, columns leaning. Illegal guardrails, handrails, stairs unstable. Beam member cracked, decking rotted.
6. Foundation wall repair needed, need to investigate interior walls.
7. Side stairs – deteriorating treads.
8. Siding needs repair.
9. 3' 0" x 6' 8" Exit door needed in upper apartment.

BASED UPON MY RECENT INSPECTION OF THE ABOVE PROPERTY, I HAVE DETERMINED THAT THE STRUCTURE MEETS THE DEFINITION OF A DANGEROUS AND/OR SUBSTANDARD BUILDING AS SET FORTH IN SECTION 4-23 OF THE MUSKEGON CITY CODE.

HENRY FALTINOWSKI, BUILDING INSPECTOR

DATE

CITY OF MUSKEGON
DANGEROUS BUILDING INSPECTION REPORT

312 Merrill
(INTERIOR INSPECTION)

Inspection noted:

1. Plumbing & mechanical in state of disrepair. Need to be brought up to applicable codes & standards.
2. Replace all apartment entry doors with 3 ft. 6 ft. 8 inch doors for required exit. Sec. R311-Article 311.3. Michigan Residential Code 2000. (All doors have damage and must be replaced.)
3. All stairways, guardrails, landings must be brought up to code. (Collapsed landings, missing handrails, damaged stairs)
4. All bedrooms must have required egress windows 5.7 sq. feet of opening area.
5. Basement wall west section of home must be replaced, large bow in foundation wall.
6. All damaged floor joists in home must be replaced. Improper repairs in basement and cut, notched joists are not allowed.
7. All wall and ceiling damage must be repaired or replaced – all apartments.
8. All plumbing, mechanical, and electrical work to be done by licensed contractors.
9. Smoke detectors required.
10. Light fixtures incomplete.
11. Switch outlet covers missing.
12. Light fixtures improperly installed.
13. Service must be repaired.
14. Exposed romex in basement.
15. Romex hanging in basement.

DATE: November 17, 2003
TO: Honorable Mayor and Commissioners
FROM: Robert Grabinski, Director Inspection Services 2003-96 m)
RE: Concurrence with the Housing Board of Appeals Notice and Order to Demolish. Dangerous Building Case #: 03-48 Address: 1021 Kenneth

SUMMARY OF REQUEST: This is to request that the City Commission Concur with the findings of the Housing Board of Appeals that the structure located at **1021 Kenneth** is unsafe, substandard, a public nuisance and that it be demolished within thirty (30) days. It is further requested that administration be directed to obtain bids for the demolition of the structure and that the Mayor and City Clerk be authorized and directed to execute a contract for demolition with the lowest responsible bidder.

Case# & Project Address: 03-48 – 1021 Kenneth, Muskegon, MI, area 11.

Location and ownership: This structure is located on Kenneth between Apple and Ada and is owned by Bakri Jameil of Grand Rapids, Michigan.

Staff Correspondence: A dangerous building inspection was conducted on 5/29/03 and the interior inspection was conducted 7/1/03. A Notice and Order to repair or demolish was issued 8/7/03. On 10/2/03 the HBA declared the structure substandard.

Owner Contact: There has been no contact from the owner.

Financial Impact: CDBG

Budget action required: None

State Equalized value: \$14,700

Estimated cost to repair: \$25,000

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

City Commission Recommendation: The commission will consider this item at it's meeting Tuesday, November 25, 2003.

CITY OF MUSKEGON
DANGEROUS BUILDING INSPECTION REPORT

1021 Kenneth

5/29/03

Inspection noted:

1. Boarded over 180 days.
2. Windows broken or missing.
3. Roof deteriorated.
4. Exterior painting required.
5. Block missing under porch.
6. No utilities.
7. Interior inspection with building, plumbing, mechanical, and electrical inspectors required.
8. All work requires construction permits. These permits must be obtained prior to work beginning.

Please contact Inspection Services with any questions at 231-724-6715.

BASED UPON MY RECENT INSPECTION OF THE ABOVE PROPERTY, I HAVE DETERMINED THAT THE STRUCTURE MEETS THE DEFINITION OF A DANGEROUS AND/OR SUBSTANDARD BUILDING AS SET FORTH IN SECTION 4-23 OF THE MUSKEGON CITY CODE.

HENRY FALTINOWSKI, BUILDING INSPECTOR

DATE

CITY OF MUSKEGON
DANGEROUS BUILDING INSPECTION REPORT

1021 Kenneth

(INTERIOR INSPECTION)

7/1/03

Inspection noted:

1. Broken switch and light in front bedroom.
2. Open light fixture in bedroom closet.
3. No GFI's in kitchen.
4. Range cable is damaged.
5. Service needs to be replaced.
6. Rear entry light is broken and has no box.
7. Kitchen light is damaged.
8. Hard wired smoke alarms with battery back up required per MRC 2000.
9. Check for ground connection and 3 wire plugs.
10. Water heater vented improperly.
11. Furnace B-vent too close to combustibles.
12. Water heater needs to be replaced.
13. Duct work needs repair.
14. Plumbing, waste, vent & water needs to be replaced or repaired.
15. Furnace needs service.
16. Unused chimney needs to be capped.
17. Addition on back of house needs to be rebuilt to code – structure is collapsing & rotted.
18. Structural damage to rafter system on main section of home – needs repair to sections of roof that are sagging.
19. Soffit system on house is incomplete.
20. All stairs on house must meet MRC 2000 requirements for stairs, guards, handrails.
21. Replace all damaged windows and frames. Windows must be openable for ventilation requirements.
22. Scrape and paint exterior window frames.
23. Repair all interior floor, wall and ceiling damage.
24. Smoke detectors throughout – hardwire interconnected with battery back up.
25. Install new 3' x 8' required exit door.
26. Repair all siding.
27. Foundation wall repair – tuck pointing required.

PLEASE CONTACT INSPECTION SERVICES WITH ANY QUESTIONS: 231-724-6715.

ALL WORK REQUIRES A BUILDING PERMIT. THIS PERMIT MUST BE OBTAINED PRIOR TO WORK BEGINNING.

BASED UPON MY RECENT INSPECTION OF THE ABOVE PROPERTY, I HAVE DETERMINED THAT THE STRUCTURE MEETS THE DEFINITION OF A DANGEROUS AND/OR SUBSTANDARD BUILDING AS SET FORTH IN SECTION 4-23 OF THE MUSKEGON CITY CODE.

HENRY FALTINOWSKI, BUILDING INSPECTOR

DATE



1021 Kenneth

AGREEMENT

THIS AGREEMENT, made this February 18, 2004 by and between:
Press's LLC

(a corporation organized and existing under the law of the State of Michigan);
 (partnership consisting of _____); (an individual trading as _____
 _____); hereinafter called the "Contractor," and the City of
 Muskegon, Michigan, hereinafter called the "City".

WITNESSTH, that the Contractor and the City, for the consideration stated
 herein, mutually agree as follows:

ARTICLE 1. Statement of Work. The Contractor shall furnish all supervision,
 technical personnel, labor, materials, machinery, tools, equipment, and services,
 including utility and transportation services, and perform and complete all work
 required for the demolition and clearance of **1021 Kenneth** as well as required
 supplemental work for the completion of this project, all in strict accordance with
 the Contract, including all Addenda.

ARTICLE 2. Contract Price. The City will pay the Contractor for the performance
 of this Contract and the completion of the work covered therein an amount not to
 exceed **\$3505**

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

Invitation for Bids
 Instructions to Bidders
 Bid Proposal
 Agreement
 General Specifications for Project Performance
 Equal Opportunity and Employment Specifications
 Demolition and Site Clearance Specifications

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

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

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to
 be executed on the day and year first written above.

ATTEST:

CONTRACTOR:

BY: Alan Jager, Pres.
Printed name and title

ATTEST:

Deane Dempsey

CITY OF MUSKEGON

BY: [Signature]
Mayor

Dail Q. Kundergei
City Clerk

(SEAL)

CERTIFICATION (IF APPLICABLE)

I, Tammy Jager, certify that I am the Sec.
of the Corporation named as contractor herein;

That Alan Jager, who signed this Agreement on behalf of the
Contractor, was then Pres. of said Corporation:

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

Signed:

[Signature]
Tammy Jager, Sec
Printed Name and Title

(CORPORATE SEAL)

DATE: November 17, 2003

TO: Honorable Mayor and Commissioners

FROM: Robert B. Grabinski, Director of Inspection Services *2003-96 m*

RE: Concurrence with the Housing Board of Appeals Notice and Order to Demolish. Dangerous Building Case #: 02-38 Address: 419 W. Muskegon (Garage only).

SUMMARY OF REQUEST: This is to request that the City Commission Concur with the findings of the Housing Board of Appeals that the structure located at **419 W. Muskegon – Garage only** is unsafe, substandard, a public nuisance and that it be demolished within thirty (30) days. It is further requested that administration be directed to obtain bids for the demolition of the structure and that the Mayor and City Clerk be authorized and directed to execute a contract for demolition with the lowest responsible bidder.

Case# & Project Address: #02-38, 419 W. Muskegon Ave., Muskegon, MI

Location and ownership: This structure is located on Muskegon Avenue and is owned by Ruby Johnson.

Staff Correspondence: A dangerous building inspection was conducted on 7/25/02 and notice and order to repair or remove was issued 7/30/02. On 8/5/02 the owner pulled a permit to repair the garage. It appears that the work has not been done and no inspections called for. On 3/6/03 the HBA declared the garage substandard and ordered it demolished. The owner has attended all meetings and agrees with staff that the condition of the garage is such it should be demolished. The owner is unable to complete the demolition due to financial hardship. The HDC concurred with the HBA on 10/7/03.

Owner Contact: None

Financial Impact: CDBG Funds

Budget action required: None

State Equalized value: \$17,600

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

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

City Commission Recommendation: The commission will consider this item at it's meeting Tuesday, November 25, 2003.

CITY OF MUSKEGON
DANGEROUS BUILDING INSPECTION REPORT

419 W. Muskegon (Garage)

July 25, 2002

Inspection noted:

1. Roof is deteriorating and must be replaced.
2. No foundation – untreated lumber is deteriorated and must be replaced.
3. Exterior surface must be painted.

BASED UPON MY RECENT INSPECTION OF THE ABOVE PROPERTY, I HAVE DETERMINED THAT THE STRUCTURE MEETS THE DEFINITION OF A DANGEROUS AND/OR SUBSTANDARD BUILDING AS SET FORTH IN SECTION 4-23 OF THE MUSKEGON CITY CODE.

HENRY FALTINOWSKI, BUILDING INSPECTOR

DATE



419 W. Muskegon

AGREEMENT

THIS AGREEMENT, made this June 8, 2004 by and between:
Press's LLC

(a corporation organized and existing under the law of the State of Michigan);
(partnership consisting of _____); (an individual trading as _____
_____); hereinafter called the "Contractor," and the City of
Muskegon, Michigan, hereinafter called the "City".

WITNESSTH, that the Contractor and the City, for the consideration stated
herein, mutually agree as follows:

ARTICLE 1. Statement of Work. The Contractor shall furnish all supervision,
technical personnel, labor, materials, machinery, tools, equipment, and services,
including utility and transportation services, and perform and complete all work
required for the demolition and clearance of **419 W. Muskegon-Garage** as well
as required supplemental work for the completion of this project, all in strict
accordance with the Contract, including all Addenda.

ARTICLE 2. Contract Price. The City will pay the Contractor for the performance
of this Contract and the completion of the work covered therein an amount not to
exceed **\$1100.**

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

Invitation for Bids
Instructions to Bidders
Bid Proposal
Agreement
General Specifications for Project Performance
Equal Opportunity and Employment Specifications
Demolition and Site Clearance Specifications

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

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

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to
be executed on the day and year first written above.

ATTEST:

CONTRACTOR:

BY: Tammy Jager owner
Printed name and title

ATTEST:

Irene Dempsey

CITY OF MUSKEGON

BY: [Signature]
Mayor

Dail G. Kundergei
City Clerk

(SEAL)

CERTIFICATION (IF APPLICABLE)

I, Alan Jager, certify that I am the pres.

of the Corporation named as contractor herein;

That Tammy Jager, who signed this Agreement on behalf of the
Contractor, was then owner of said Corporation:

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

Signed:

Alan Jager

(CORPORATE SEAL)

Alan Jager Pres.
Printed Name and Title

DATE: November 17, 2003
TO: Honorable Mayor and Commissioners
FROM: Robert Grabinski, Director Inspection Services
RE: Concurrence with the Housing Board of Appeals Notice and Order to Demolish. Dangerous Building Case #: 03-24 Address: 428 McLaughlin.

2003-96m)

SUMMARY OF REQUEST: This is to request that the City Commission Concur with the findings of the Housing Board of Appeals that the structure located at 428 McLaughlin is unsafe, substandard, a public nuisance and that it be demolished within thirty (30) days. It is further requested that administration be directed to obtain bids for the demolition of the structure and that the Mayor and City Clerk be authorized and directed to execute a contract for demolition with the lowest responsible bidder.

Case# & Project Address: 03-24, 428 McLaughlin, Muskegon, MI. – area 11.

Location and ownership: This structure is located on McLaughlin between Wood and Williams and is owned by Dan Heller.

Staff Correspondence: A dangerous building inspection was conducted on 4/16/03. No interior inspection has been conducted. A Notice and Order to repair or demolish was issued 5/12/03. On 7/3/03 the HBA declared the structure.

Owner Contact: There has been no contact with the owner.

Financial Impact: CDBG

Budget action required: None

State Equalized value: \$13,300

Estimated cost to repair: \$5,000 plus cost of interior repairs.

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

City Commission Recommendation: The commission will consider this item at it's meeting Tuesday, November 25, 2003.

**CITY OF MUSKEGON
DANGEROUS BUILDING INSPECTION REPORT**

428 McLaughlin

4/16/03

Inspection noted:

1. An interior inspection is required by all trade inspectors (plumbing, mechanical, electrical and building) before any permits or certificates of occupancy will be issued.
2. Windows broken out. Must be repaired or replaced.
3. Siding is deteriorated and must be repaired or replaced.
4. Front steps improperly constructed and must be repaired to comply with current code.
5. Large amount of trash/debris around exterior of structure and must be removed.
6. Foundation must be repaired.
7. Front porch deteriorated and must be repaired or replaced.
8. Permits for repairs must be obtained prior to commencement. Contact Inspection Services for further information. (231-724-6715)

BASED UPON MY RECENT INSPECTION OF THE ABOVE PROPERTY, I HAVE DETERMINED THAT THE STRUCTURE MEETS THE DEFINITION OF A DANGEROUS AND/OR SUBSTANDARD BUILDING AS SET FORTH IN SECTION 4-23 OF THE MUSKEGON CITY CODE.

HENRY FALTINOWSKI, BUILDING INSPECTOR

DATE



428 McLaughlin

AGREEMENT

THIS AGREEMENT, made this June 8, 2004 by and between:
Press's LLC

(a corporation organized and existing under the law of the State of Michigan);
 (partnership consisting of _____); (an individual trading as _____
 _____); hereinafter called the "Contractor," and the City of
 Muskegon, Michigan, hereinafter called the "City".

WITNESSTH, that the Contractor and the City, for the consideration stated
 herein, mutually agree as follows:

ARTICLE 1. Statement of Work. The Contractor shall furnish all supervision,
 technical personnel, labor, materials, machinery, tools, equipment, and services,
 including utility and transportation services, and perform and complete all work
 required for the demolition and clearance of 428 McLaughlin as well as required
 supplemental work for the completion of this project, all in strict accordance with
 the Contract, including all Addenda.

ARTICLE 2. Contract Price. The City will pay the Contractor for the performance
 of this Contract and the completion of the work covered therein an amount not to
 exceed \$3094.

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

Invitation for Bids
 Instructions to Bidders
 Bid Proposal
 Agreement
 General Specifications for Project Performance
 Equal Opportunity and Employment Specifications
 Demolition and Site Clearance Specifications

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

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

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to
 be executed on the day and year first written above.

ATTEST:

CONTRACTOR:

BY: Tammy Sager owner
Printed name and title

ATTEST:

Irene Dempsey

CITY OF MUSKEGON

BY: [Signature]
Mayor

Dail A. Kunding
City Clerk

(SEAL)

CERTIFICATION (IF APPLICABLE)

I, Alan Sager, certify that I am the Owner

of the Corporation named as contractor herein;

That Tammy Sager, who signed this Agreement on behalf of the
Contractor, was then owner of said Corporation:

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

Signed:

[Signature]

(CORPORATE SEAL)

Alan Sager
Printed Name and Title

DATE: November 17, 2003
TO: Honorable Mayor and Commissioners
FROM: Robert Grabinski, Director Inspection Services
RE: Concurrence with the Housing Board of Appeals Notice and Order to Demolish. Dangerous Building Case #: 03-01 Address: 719 Orchard.

2003-96 m)

SUMMARY OF REQUEST: This is to request that the City Commission Concur with the findings of the Housing Board of Appeals that the structure located at **719 Orchard** is unsafe, substandard, a public nuisance and that it be demolished within thirty (30) days. It is further requested that administration be directed to obtain bids for the demolition of the structure and that the Mayor and City Clerk be authorized and directed to execute a contract for demolition with the lowest responsible bidder.

Case# & Project Address: 03-01, 719 Orchard Ave., Muskegon, MI.

Location and ownership: This structure is located on Orchard between Kenneth and Getty Street and is owned by Gennie Kellum (deceased) and John Lester.

Staff Correspondence: A dangerous building inspection was conducted on 1/15/03, because of the structure being boarded up for more than 180 days, and the interior inspection was conducted 2/27/03. A Notice and Order to repair or demolish was issued 3/19/03. On 6/5/03 the HBA declared the structure substandard, with a 60 day delay in bringing it before commission.

Owner Contact: John Lester and Faye Gilbert, the daughter of the deceased owner, Gennie Kellum, appeared before the HBA to explain their status with this structure. On this date they stated they were trying to settle an issue with ownership through their attorneys because they could not reach an agreement on what to do with the house. The director of Inspections told them at the HBA meeting they would have 60 days before he proceeded with this case to settle their legal issues pertaining to this house. There has been no contact from either Mr. Lester or Ms. Gilbert since the HBA meeting.

Financial Impact: CDBG

Budget action required: None

State Equalized value: \$13,900

Estimated cost to repair: \$8,000.

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

City Commission Recommendation: The commission will consider this item at it's meeting Tuesday, November 25, 2003.

**CITY OF MUSKEGON
DANGEROUS BUILDING INSPECTION REPORT**

719 Orchard

03/19/03

Inspection noted:

1. An interior inspection is required by all trade inspectors (plumbing, mechanical, electrical and building) before any permits or certificates of occupancy will be issued.
2. Tuck point all openings in exterior block walls.
1. Remove section of sidewalk that is sloping toward home – water flowing directly to foundation wall.
2. Stabilize front steps to home.
3. Remove debris from back roof.
4. Repair or replace chimney.

BASED UPON MY RECENT INSPECTION OF THE ABOVE PROPERTY, I HAVE DETERMINED THAT THE STRUCTURE MEETS THE DEFINITION OF A DANGEROUS AND/OR SUBSTANDARD BUILDING AS SET FORTH IN SECTION 4-23 OF THE MUSKEGON CITY CODE.

HENRY FALTINOWSKI, BUILDING INSPECTOR

DATE

CITY OF MUSKEGON
DANGEROUS BUILDING INSPECTION REPORT
719 Orchard
(INTERIOR INSPECTION)
3/14/03

Inspection noted:

1. Metal boxes not grounded.
2. Paddle fan improperly installed.
3. Kitchen counter not served by outlet.
4. Bathroom outlet not GFI.
5. Replace service.
6. Tray cable not permitted.
7. Open J-Box to be closed.
8. Basement outlets not GFI.
9. Fixtures incomplete.
10. Inadequate outlets in bedrooms.
11. Covers missing.
12. Handrail & guardrails must be installed to MRC 2000 requirements.
13. Smoke detectors to be installed (hard-wired).
14. Broken windows to be replaced.
15. Floor, walls, & ceilings to be repaired.
16. Floor joists need repair on porch.

BASED UPON MY RECENT INSPECTION OF THE ABOVE PROPERTY, I HAVE DETERMINED THAT THE STRUCTURE MEETS THE DEFINITION OF A DANGEROUS AND/OR SUBSTANDARD BUILDING AS SET FORTH IN SECTION 4-23 OF THE MUSKEGON CITY CODE.

HENRY FALTINOWSKI, BUILDING INSPECTOR

DATE



719 Orchard

AGREEMENT

THIS AGREEMENT, made this February 18, 2004 by and between:
Press's LLC

(a corporation organized and existing under the law of the State of Michigan);
 (partnership consisting of _____); (an individual trading as _____
 _____); hereinafter called the "Contractor," and the City of
 Muskegon, Michigan, hereinafter called the "City".

WITNESSTH, that the Contractor and the City, for the consideration stated
 herein, mutually agree as follows:

ARTICLE 1. Statement of Work. The Contractor shall furnish all supervision,
 technical personnel, labor, materials, machinery, tools, equipment, and services,
 including utility and transportation services, and perform and complete all work
 required for the demolition and clearance of **719 Orchard** as well as required
 supplemental work for the completion of this project, all in strict accordance with
 the Contract, including all Addenda.

ARTICLE 2. Contract Price. The City will pay the Contractor for the performance
 of this Contract and the completion of the work covered therein an amount not to
 exceed **\$3400**

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

Invitation for Bids
 Instructions to Bidders
 Bid Proposal
 Agreement
 General Specifications for Project Performance
 Equal Opportunity and Employment Specifications
 Demolition and Site Clearance Specifications

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

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

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to
 be executed on the day and year first written above.

ATTEST:

CONTRACTOR:

BY: Alan Jager, Pres.
Printed name and title

ATTEST:

Gene Dempsey

CITY OF MUSKEGON

BY: [Signature]
Mayor

Dail A. Kundergei
City Clerk

(SEAL)

CERTIFICATION (IF APPLICABLE)

I, Tammy Jager, certify that I am the Sec.

of the Corporation named as contractor herein;

That Alan Jager, who signed this Agreement on behalf of the
Contractor, was then Pres. of said Corporation:

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

Signed:

[Signature]
Tammy Jager, Sec.
Printed Name and Title

(CORPORATE SEAL)

DATE: November 17, 2003

TO: Honorable Mayor and Commissioners

FROM: Robert Grabinski, Director Inspection Services

RE: Concurrence with the Housing Board of Appeals Notice and Order to Demolish. Dangerous Building Case #: 02-51 Address: 1553 Terrace.

2003-96 m)

SUMMARY OF REQUEST: This is to request that the City Commission Concur with the findings of the Housing Board of Appeals that the structure located at **1553 Terrace** is unsafe, substandard, a public nuisance and that it be demolished within thirty (30) days. It is further requested that administration be directed to obtain bids for the demolition of the structure and that the Mayor and City Clerk be authorized and directed to execute a contract for demolition with the lowest responsible bidder.

Case# & Project Address: 02-51, 1553 Terrace, Muskegon, MI, area 10.

Location and ownership: This structure is located on Terrace between E. Forest and E. Grand and is owned by Angela Oliver.

Staff Correspondence: A dangerous building inspection was conducted on 9/6/02 and the interior inspection was conducted 10/18/02. A Notice and Order to repair or demolish was issued 11/21/02. On 2/6/03 the HBA tabled the case for 90 days. On 6/5/03 the HBA declared the structure.

Owner Contact: Angela Oliver and Brian VanFarowe were both present at the HBA meeting. Brian VanFarowe sold the house to Angela Oliver on a land contract and stated he was interested in getting the property back because Angela was losing the house for non-payment. Angela stated she was trying to retain the property and pulled a permit to repair on 4/18/03. It expired 6/15/03 and no inspections have been called for. The case was brought back before the HBA on 6/5/03 and both parties were again present. Ms. Oliver stated she owned another house in Muskegon Heights that she had to fix and did not have the finances to repair the house on Terrace. Mr. VanFarowe stated he would like to save the house, but Ms. Oliver would not sign it back to him, so he would have to wait 90 days until she lost it. The HBA declared the structure.

There has been no further contact with the parties since the HBA meeting. It appears, during a recent drive by inspection, that the property is currently for sale and possibly occupied by persons unknown.

Financial Impact: CDBG

Budget action required: None

State Equalized value: \$16,100

Estimated cost to repair: \$10,000.

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

City Commission Recommendation: The commission will consider this item at it's meeting Tuesday, November 25, 2003.

CITY OF MUSKEGON
DANGEROUS BUILDING INSPECTION REPORT
1553 TERRACE

9/6/02

Inspection noted:

1. An interior inspection is required by all trade inspectors (plumbing, mechanical, electrical and building) before any permits or certificates of occupancy will be issued.
2. Structure vacant and boarded over 180 days.
3. Graffiti on structure.
4. Rear addition rotting and falling away.
5. Wood at ground under bay window rotting.
6. No utilities.
7. Side steps deteriorated.

BASED UPON MY RECENT INSPECTION OF THE ABOVE PROPERTY, I HAVE DETERMINED THAT THE STRUCTURE MEETS THE DEFINITION OF A DANGEROUS AND/OR SUBSTANDARD BUILDING AS SET FORTH IN SECTION 4-23 OF THE MUSKEGON CITY CODE.

ROBERT B. GRABINSKI, DIRECTOR OF INSPECTIONS

DATE

CITY OF MUSKEGON
DANGEROUS BUILDING INSPECTION REPORT

1553 Terrace
(INTERIOR INSPECTION)
10/18/02

Inspection noted: UPPER UNIT

1. Kitchen counters not served.
2. Box outlets.
3. Light fixtures incomplete.
4. Incandescent light in closet.
5. Bedroom only served by one outlet.
6. Living room only served by one outlet.
7. Front room only served by two outlets.
8. Need smoke detectors.
9. Guardrail on upper needs to be 36 inches.
10. Repair-replace all damaged drywall caused by roof damage; walls and ceilings.
11. Replace broken windows.
12. Smoke detectors needed per code.

LOWER UNIT

1. Bathroom outlet not GFI.
2. Exposed romex in closet.
3. Lights are incomplete.
4. Broken covers throughout house.
5. Back portion of home collapsing.
6. Access door to crawl space – mechanicals is broken (open access).
7. Repair-replace all damaged drywall caused by roof damage; walls and ceilings
8. Replace broken windows.
9. Smoke detectors needed per code.

BOTH UNITS

1. HVAC needs to be cleaned, inspected and certified safe.
2. Plumbing needs support.
3. Water piping needs to be pressurized and tested for leaks.
4. Plumbing fixtures need repair or replacement.

BASED UPON MY RECENT INSPECTION OF THE ABOVE PROPERTY, I HAVE DETERMINED THAT THE STRUCTURE MEETS THE DEFINITION OF A DANGEROUS AND/OR SUBSTANDARD BUILDING AS SET FORTH IN SECTION 4-23 OF THE MUSKEGON CITY CODE.

HENRY FALTINOWSKI, BUILDING INSPECTOR

DATE



1553 Tenace

DATE: November 17, 2003
TO: Honorable Mayor and Commissioners
FROM: Robert Grabinski, Director Inspection Services
RE: Concurrence with the Housing Board of Appeals Notice and Order to Demolish. Dangerous Building Case #: 03-21 Address: 999 Washington.

2003-ale m)

SUMMARY OF REQUEST: This is to request that the City Commission Concur with the findings of the Housing Board of Appeals that the structure located at **999 Washington** is unsafe, substandard, a public nuisance and that it be demolished within thirty (30) days. It is further requested that administration be directed to obtain bids for the demolition of the structure and that the Mayor and City Clerk be authorized and directed to execute a contract for demolition with the lowest responsible bidder.

Case# & Project Address: 03-21, 999 Washington, Muskegon, MI.

Location and ownership: This structure is located on Washington between Franklin and Hudson and is owned by Jose Castanon.

Staff Correspondence: A dangerous building inspection was conducted on 4/15/03 and the owner has not allowed an interior inspection. A Notice and Order to repair or demolish was issued 8/25/03. On 10/2/03 the HBA declared the structure substandard.

Owner Contact: On 5/13/03 an interior inspection notice was issued. Mr. Castanon canceled the inspection and stated his brother now owns the structure. His brother, Alex, was present at the 10/2/03 HBA meeting, but left before his case was heard. There has been no contact with either party since the October HBA meeting.

Financial Impact: General Funds

Budget action required: None

State Equalized value: \$11,700

Estimated cost to repair: \$10,000 plus the cost of interior repairs.

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

City Commission Recommendation: The commission will consider this item at it's meeting Tuesday, November 25, 2003.

CITY OF MUSKEGON
DANGEROUS BUILDING INSPECTION REPORT
999 WASHINGTON

4/15/03

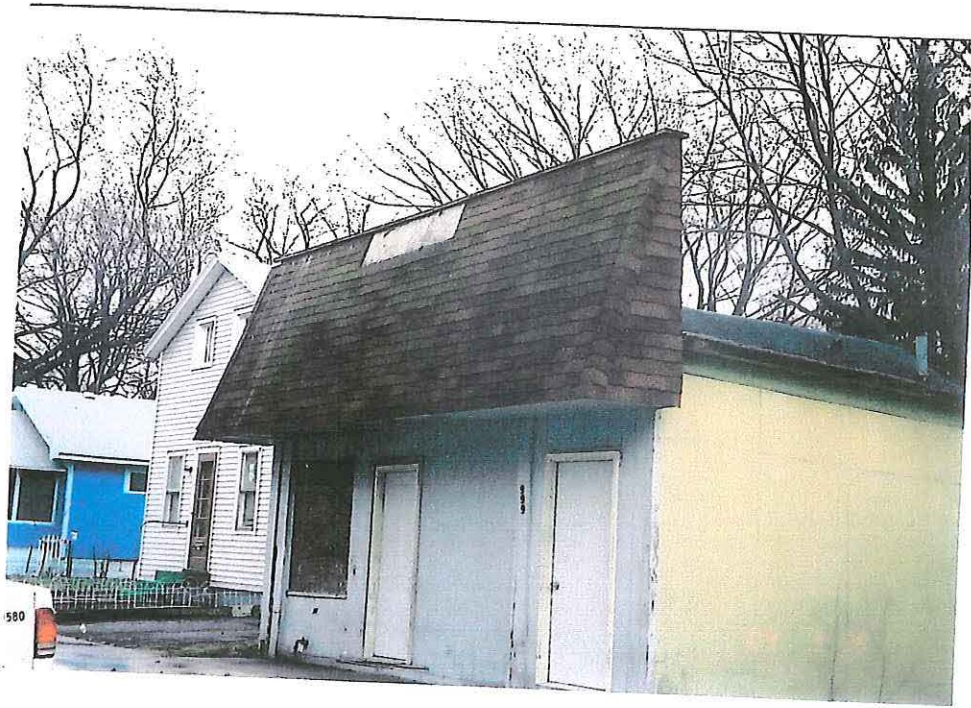
Inspection noted:

1. An interior inspection is required by all trade inspectors (plumbing, mechanical, electrical and building) before any permits or certificates of occupancy will be issued.
2. Building has severe structural damage roof system, failing. Roof covering missing, deteriorating, exposed roof sheathing – water soaked.
3. Rafter inspection needed to determine rafter – ceiling joist damage.
4. Foundation is failing.
5. Siding on building is rotting and incomplete.
6. Doors and windows are rotted – openings to doors and window are rotted and exposed to weather.
7. Fascia and soffit are rotted and missing.

BASED UPON MY RECENT INSPECTION OF THE ABOVE PROPERTY, I HAVE DETERMINED THAT THE STRUCTURE MEETS THE DEFINITION OF A DANGEROUS AND/OR SUBSTANDARD BUILDING AS SET FORTH IN SECTION 4-23 OF THE MUSKEGON CITY CODE.

HENRY FALTINOWSKI, BUILDING INSPECTOR

DATE



999 WASHINGTON

AGREEMENT

THIS AGREEMENT, made this February 18, 2004 by and between:
Franklin Contractors

(a corporation organized and existing under the law of the State of Michigan);
(partnership consisting of _____); (an individual trading as _____
_____); hereinafter called the "Contractor," and the City of
Muskegon, Michigan, hereinafter called the "City".

WITNESSTH, that the Contractor and the City, for the consideration stated
herein, mutually agree as follows:

ARTICLE 1. Statement of Work. The Contractor shall furnish all supervision,
technical personnel, labor, materials, machinery, tools, equipment, and services,
including utility and transportation services, and perform and complete all work
required for the demolition and clearance of 999 Washington as well as required
supplemental work for the completion of this project, all in strict accordance with
the Contract, including all Addenda.

ARTICLE 2. Contract Price. The City will pay the Contractor for the performance
of this Contract and the completion of the work covered therein an amount not to
exceed \$2900

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

Invitation for Bids
Instructions to Bidders
Bid Proposal
Agreement
General Specifications for Project Performance
Equal Opportunity and Employment Specifications
Demolition and Site Clearance Specifications

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

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

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to
be executed on the day and year first written above.

ATTEST:

CONTRACTOR:

BY: STEVEN R. FRANKLIN / PRESIDENT
Printed name and title

ATTEST:

Linda Potter
Linda Potter

CITY OF MUSKEGON

BY: [Signature]

Mayor

Paul A. Kundergan
City Clerk

(SEAL)

CERTIFICATION (IF APPLICABLE)

I, STEVEN R. FRANKLIN, certify that I am the PRESIDENT
of the Corporation named as contractor herein;

That _____, who signed this Agreement on behalf of the
Contractor, was then _____ of said Corporation:

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

Signed:

Steven R. Franklin

(CORPORATE SEAL)

STEVEN R. FRANKLIN / PRES.
Printed Name and Title

CITY OF MUSKEGON

RESOLUTION # 2003-96 (n)

**RESOLUTION TO DECLARE AN EMERGENCY MORATORIUM ON CERTAIN
DEMOLITION PROJECTS**

WHEREAS, the City has commenced the process for the establishment of a historic district that encompasses the five remaining buildings in or adjacent to the former Muskegon Mall, commonly known as the former Century Club, the Daniels Building, the former Hackley Union Bank building, the former Savings Bank Building and the current National Cities Bank building;

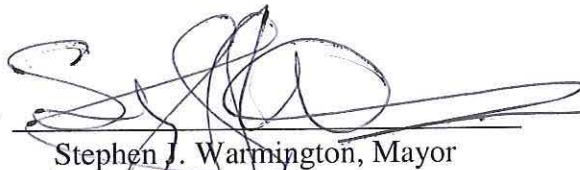
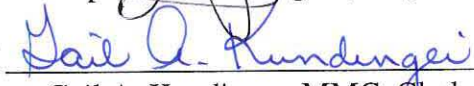
WHEREAS, in the process of establishing the proposed historic district, the City has established a historic study committee, which has undertaken a study, issued a report, and forwarded that report to the State Historic Preservation Office;

WHEREAS, an application for a demolition permit has been filed seeking permission to demolish the five remaining buildings in or adjacent to the former Muskegon Mall;

WHEREAS, the demolition of the five remaining buildings in or adjacent to the former Muskegon Mall would cause irreparable harm in the proposed historic district;

NOW, THEREFORE, BE IT RESOLVED, that the City Commission declares an emergency moratorium on the demolition of the five remaining buildings in or adjacent to the former Muskegon Mall for sixty (60) days.

Effective this 25th day of November, 2003.

By 
Stephen J. Warrington, Mayor
and 
Gail A. Kunder, MMC, Clerk

CERTIFICATION

I hereby certify that the foregoing constitutes a true and complete copy of a resolution authorized by the City Commission of the City of Muskegon, County of Muskegon, Michigan, at a regular meeting held on November 25, 2003.



Gail A. Kunderger, MMC
Clerk, City of Muskegon

PREPARED BY:

John C. Schrier
Parmenter O'Toole
175 W. Apple Avenue
P.O. Box 786
Muskegon, MI 49443-0786