

CITY OF MUSKEGON

CITY COMMISSION MEETING

NOVEMBER 12, 2002

CITY COMMISSION CHAMBERS @ 5:30 P.M.

AGENDA

- ❑ **CALL TO ORDER:**
- ❑ **PRAYER:**
- ❑ **PLEDGE OF ALLEGIANCE:**
- ❑ **ROLL CALL:**
- ❑ **HONORS AND AWARDS:** Retirement Resolution for Ardath Driscoll
- ❑ **CONSENT AGENDA:**
 - a. Approval of Minutes. CITY CLERK
 - b. Notice of Intent Resolution, Capital Improvement Bonds for Sidewalks. FINANCE
 - c. Replacement of Copiers FINANCE
 - d. Time Clock Purchase. PUBLIC WORKS
 - e. Demolition of Hackley Fire Barn, Consideration of Bids.. PUBLIC WORKS
 - f. Garbage Cart Purchase, Second Shipment of 2002. PUBLIC FACILITIES-SANITATION
 - g. Sale of Non-buildable Lot at 437 Oak Ave. PLANNING & ECONOMIC DEVELOPMENT
 - h. Sale of Non-buildable Lot at 611 W. Clay Ave. PLANNING & ECONOMIC DEVELOPMENT
 - i. Sale of Buildable Vacant Lot on Ducey Avenue. PLANNING & ECONOMIC DEVELOPMENT
 - j. Extension of Option to Purchase Buildable Large Vacant Lots in Jackson Hill Neighborhood for Finlay Properties Inc for Senior Housing Development. PLANNING & ECONOMIC DEVELOPMENT
 - k. Environmental Assessment – Former Muskegon Mall Parking Lots. CITY MANAGER
 - l. Gypsy Moth Program Contract LEISURE SERVICES
 - m. Great Lakes Dock & Material Lease Agreement LEISURE SERVICES

n. Michigan Hazard Mitigation Grant Program ENGINEERING

o. Budgeted Vehicle Purchases PUBLIC WORKS

❑ PUBLIC HEARINGS:

a. Leisure Services Master Plan 2003 LEISURE SERVICES

b. Spreading of the Special Assessment Roll: Black Creek Road, Sherman to Latimer. ENGINEERING

c. Second Amendment to the Special Assessment Roll, Sidewalk Replacement Program for 2002 (Area E5). ENGINEERING

❑ COMMUNICATIONS:

❑ CITY MANAGER'S REPORT:

❑ NEW BUSINESS:

a. Water Rate Study. FINANCE

b. Request for Permission to Purchase a 24' Boston Whaler Rescue Boat with Twin Mercury Engines and Tandem Axle Trailer: FIRE DEPARTMENT

c. CMI Brownfield/Smartzone Professional Services Contract ERM. PLANNING & ECONOMIC DEVELOPMENT

d. CMI Brownfield/Smartzone Consulting Contract Anne Couture. PLANNING & ECONOMIC DEVELOPMENT

❑ UNFINISHED BUSINESS:

❑ ANY OTHER BUSINESS:

❑ PUBLIC PARTICIPATION:

➤ CLOSED SESSION:

➤ *Reminder: Individuals who would like to address the City Commission shall do the following:*

➤ Be recognized by the Chair.

➤ Step forward to the microphone.

➤ State name and address.

➤ Limit of 3 minutes to address the Commission.

➤ (Speaker representing a group may be allowed 10 minutes if previously registered with City Clerk.)

❑ ADJOURNMENT:

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

AGENDA ITEM NO. _____

CITY COMMISSION MEETING 11/12/02

TO: Honorable Mayor and City Commissioners

FROM: Robert Kuhn, Director of Public Works

DATE: November 1, 2002

RE: Resolution Acknowledging Ardath Driscoll

SUMMARY OF REQUEST:

To have the Mayor present a resolution and publicly acknowledge Ardath Driscoll, Dispatcher for the Senior Citizen Transit System, for her 29 plus years of service to the City of Muskegon.

FINANCIAL IMPACT:

None.

BUDGET ACTION REQUIRED:

None.

STAFF RECOMMENDATION:

Approval.

COMMITTEE RECOMMENDATION:



City of
Muskegon
State of Michigan

WHEREAS, Ardath Driscoll was hired by the Public Works Department on August 6, 1973, when the Senior Citizen Transit System Program was first established for the senior residents of the City of Muskegon; and

WHEREAS, Ardath Driscoll has seen many changes while performing her duties as Dispatcher - including the change from a six-day operation at 25 cents a ride in the checker cab-style vehicles that held 12 people to the current \$1.00 a ride in recycled police cruisers that hold four people; and

WHEREAS, Ardath Driscoll's experience in scheduling transportation will surely be missed by the other transit drivers as she was very instrumental in scheduling appointments and notifying the drivers of various changes in the scheduled appointments for the drivers; and

WHEREAS, her friendly and well-known voice will undoubtedly be missed by the senior citizens who called to schedule transportation for various doctor appointments, hair appointments, and general shopping errands; and

WHEREAS, to the best of the City's knowledge, Ardath Driscoll holds the record for being the oldest employee, whether full or part time, currently working for the City until her retirement of November 1, 2002.

NOW, THEREFORE, BE IT RESOLVED, that I, Steve Warmington, Mayor of the City of Muskegon, and speaking on behalf of the entire City Commission, do hereby publicly acknowledge Ardath Driscoll on her retirement on the 1st day of November, 2002, and extend our sincere gratitude for her years of dedicated service to the City of Muskegon.

BE IT FURTHER RESOLVED, that we wish you much happiness and good health in your coming retirement years.



IN WITNESS WHEREOF, I hereunto set my hand and cause the Seal of the City of Muskegon to be affixed this 12th day of November, 2002.

Steve Warmington, Mayor

Date: November 12, 2002
To: Honorable Mayor and City Commissioners
From: Gail A. Kunding, City Clerk
RE: Approval of Minutes

SUMMARY OF REQUEST: To approve the minutes of the Regular Commission Meeting that was held on Tuesday, October 22, 2002; and the Special City Commission Meeting that was held on Thursday, October 24, 2002.

FINANCIAL IMPACT: None.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: Approval of the minutes.

CITY OF MUSKEGON

CITY COMMISSION MEETING

NOVEMBER 12, 2002

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, Tuesday, November 12, 2002.

Mayor Warmington opened the meeting with a prayer from Pastor Hal Hester of Vineyard Christian Baptist Fellowship Church, located at 1428 Terrace St., after which members of the City Commission and members of the public joined in reciting the Pledge of Allegiance to the Flag.

ROLL CALL FOR THE REGULAR COMMISSION MEETING:

Present: Mayor Stephen Warmington; Vice-Mayor Karen Buie; Commissioners Stephen Gawron, William Larson, Robert Schweifler, Clara Shepherd and Lawrence Spataro; City Manager Bryon Mazade, City Attorney John Schrier and City Clerk Gail Kunding.

2002-122 HONORS AND AWARDS: Retirement Resolution for Ardath Driscoll.

SUMMARY OF REQUEST: To have the Mayor present a resolution and publicly acknowledge Ardath Driscoll, Dispatcher for the Senior Citizen Transit System, for her 29 plus years of service to the City of Muskegon.

FINANCIAL IMPACT: None

BUDGET IMPACT: None

STAFF RECOMMENDATION: Approval

Mayor Warmington presented Ardath Driscoll with a Retirement Resolution for her 29 plus years of service with the City of Muskegon Senior Citizen Transit System.

2002-123 CONSENT AGENDA:

a. Approval of Minutes. CITY CLERK

SUMMARY OF REQUEST: To approve the minutes of the Regular Commission Meeting that was held on Tuesday, October 22, 2002; and the Special City Commission Meeting that was held on Thursday, October 24, 2002.

FINANCIAL IMPACT: None

BUDGET IMPACT: None

STAFF RECOMMENDATION: Approval of the minutes.

b. Notice of Intent Resolution, Capital Improvement Bonds for Sidewalks. FINANCE

SUMMARY OF REQUEST: Previously special assessment bonds were issued to finance the City's ongoing sidewalk program. These bonds have always presented procedural difficulties since borrowings are limited to the amount of confirmed special assessments and roll confirmation under our charter does not take place until all work is completed. Earlier this year, legislation creating a new type of "capital improvement bond" was approved. We are recommending that this type of bond be used to finance the final three years of the sidewalk program. This will allow us to borrow the full amount needed up front at today's historically low interest rates. (Please note that the bonds would still be paid via special assessments levied on benefiting property owners.) The first step in this process is adoption of the attached resolution. This "Notice of Intent" resolution notifies the public of the City's intent to issue these bonds. Upon adoption of this resolution public notice will be placed in the Muskegon Chronicle advising citizens that Capital Improvement bonds will be issued without referendum unless a petition requesting an election is filed with the City Clerk within forty-five (45) days. The petition must be signed by at least ten percent of the City's registered voters.

FINANCIAL IMPACT: The only immediate cost associated with this action is the cost of publication in the Chronicle. Additional City Commission actions will be required before bonds are actually sold.

BUDGET ACTION REQUIRED: None at this time. The cost of the newspaper publication can be covered within the current budget. Once bonds are sold, debt service costs will be paid by special assessments for the life of the bonds (10 years).

STAFF RECOMMENDATION: Approval of the resolution.

COMMITTEE RECOMMENDATION: There is no committee recommendation for this item.

c. Replacement of Copiers. FINANCE

SUMMARY OF REQUEST: To award a four year contract for the City's copier needs to Commercial Equipment Company the lowest bidder. The City recently solicited bids for replacement copiers which included the purchase of 18 copiers plus total maintenance/service costs based on copy volumes less guaranteed buy back of equipment at the end of 48 months.

FINANCIAL IMPACT: Equipment costs are \$95,375 (\$119,893 less \$24,518 for buy back of 1998 copiers). Funds in the amount of \$76,091 have been accumulated over the last four years for copy machine replacement. It is recommended that the additional funding for this purchase be financed internally and repaid by adjusting the per copy charge levied against departmental users.

BUDGET ACTION REQUIRED: None. Copy costs are included in each departments budget.

STAFF RECOMMENDATION: Select Commercial Equipment Company for copier replacement.

d. Time Clock Purchase. PUBLIC WORKS

SUMMARY OF REQUEST: We desire to purchase 2 time clocks for the Public Service Building and 1 time clock for the Water Filtration Plant. These would replace the existing paper card time clock with versions and the software that would track employee time and attendance. This purchase would significantly reduce the clerical labor currently expended to track employee time and attendance. Quotations were obtained from 2 companies that supply time clock hardware and software. Site visits were conducted at local industries to verify the quality of the products.

FINANCIAL IMPACT: Ban-Koe Systems of Grand Rapids was the lowest price of \$12,311.

BUDGET ACTION REQUIRED: None. This project is included in the funded Year 2002 capital improvements for the Public Service Building.

STAFF RECOMMENDATION: Staff recommends that the quote of \$12,311.00 from Ban-Koe Systems be accepted.

e. Demolition of Hackley Fire Barn, Consideration of Bids.
PUBLIC WORKS

SUMMARY OF REQUEST: The contract for the demolition Hackley Avenue Fire Barn be awarded to Press's LLC since they were the lowest (see bid tabulation) responsible bidder with a bid price of \$10,850.

FINANCIAL IMPACT: None

The demolition cost of \$10,850.

This has been budgeted with the Capitol Improvements Fund in the 2002 budget.

BUDGET ACTION REQUIRED: None

STAFF RECOMMENDATION: Award the contract to Press' LLC.

g. Sale of Non-buildable Lot at 437 Oak Avenue. PLANNING
& ECONOMIC DEVELOPMENT

SUMMARY OF REQUEST: To approve the sale of a portion of a vacant buildable lot (Parcel #24-205-045-0004-00) at 437 Oak Avenue to Robert and Brandy Hillsburg, 453 Oak Avenue, Muskegon, MI 49442. This 33 x 120 ft. portion of this buildable lot was originally an unbuildable lot, which was routinely combined by the Assessor's Office with two other 33 ft. lots to form a 99 ft. x 120 ft. buildable lot. The Land Reutilization Committee reviewed the request and since the Hillsburgs home is located on a 33 x 120 ft. lot, agreed to the sale. Approval of this sale will allow the adjacent property owner to expand their current yard. As is required by City policy, the subject parcel is being offered for \$100 to the Hillsburgs.

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.

COMMITTEE RECOMMENDATION: The land Reutilization Committee recommended approval at their January 22, 2002 meeting.

h. Sale of Non buildable Lot at 611 W. Clay Avenue.
PLANNING & ECONOMIC DEVELOPMENT

Request from Staff to have item removed from agenda.

i. Sale of Buildable Vacant Lot on Ducey Avenue.
PLANNING & ECONOMIC DEVELOPMENT

SUMMARY OF REQUEST: To approve the sale of a vacant buildable lot at 1260 Ducey Ave. (designated as parcel # 24-611-000-0428-00) described as CITY OF MUSKEGON URBAN RENEWAL PLAT NO. 2, LOT 428 and WLY 38.84 ft. 429 to SSL Properties, LLC (Scott Langlois), of 450 W. Norton Ave., Muskegon, MI. The lot is 116.4 x 131.9 ft. and is being offered to Mr. Langlois for \$9,000. He plans to use the land for the construction of a 1,450+ sq. ft. single-family home. The home will contain 3 bedrooms, a full basement, and a 2-stall attached garage. The appraised value of the lot is \$9,000 and the Mr. Langlois submitted the only bid of \$9,000.

FINANCIAL IMPACT: The sale of this lot for construction of a new home will generate additional tax revenue for the City and will place the property 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 said resolution.

j. **Extension of Option to Purchase Buildable Large Vacant Lots in Jackson Hill Neighborhood for Finlay Properties, Inc. for Senior Housing Development.** PLANNING & ECONOMIC DEVELOPMENT

SUMMARY OF REQUEST: Due to a delay in approval of MSHDA funding for this project, Findlay Properties, Inc. has requested an extension to their option agreement to purchase two large parcels of vacant land in Jackson Hill Neighborhood (designated as parcel numbers 24-205-020-0008-00 and 24-205-0019-0012-20). The approval of the funding was delayed longer than expected and consequently some other issues must be cleared up before closing. Two such issues are the vacation of McLaren Street and site-plan approval, which still needs to go before the Planning Commission and City Commission for approvals.

FINANCIAL IMPACT: Now that the funding has been secured, the sale of these lots for construction of a senior housing development will generate additional tax revenue for the City originally through a PILOT, but it eventually will be placed back on the property back on the City's tax rolls thus relieving the City of continued maintenance cost.

BUDGET ACTION REQUIRED: None

STAFF RECOMMENDATION: To approve the resolution and to authorize both the Mayor and the Clerk to sign said option agreement extension.

k. **Environmental Assessment – Former Muskegon Mall Parking Lots.** CITY MANAGER

SUMMARY OF REQUEST: To enter into a contract with Environmental Resources management (ERM) to conduct a Phase I Environmental Site Assessment on the former Muskegon Mall parking lots. This is necessary prior to purchase of the lots.

FIANCIAL IMPACT: Phase I is \$3,000. There will be additional costs if a Phase II assessment is required.

BUDGET ACTION REQUIRED: A budget adjustment will be required to accommodate this expense.

STAFF RECOMMENDATION: To approve the contract with ERM.

m. **Great Lakes Dock & Material Lease Agreement.** LEISURE SERVICES

SUMMARY OF REQUEST: To authorize the Mayor and Clerk to sign a lease agreement with Great lakes Dock & Materials to use the deep boat well at the Amoco Property.

FINANCIAL IMPACT: None

BUDGET ACTION REQUIRED: None

STAFF RECOMMENDATION: Approve.

n. Michigan Hazard Mitigation Grant Program. ENGINEERING

SUMMARY OF REQUEST: To submit a grant application requesting funds to either replace the culvert behind the Butch's gas station or add an additional one. This project is proposed to reduce if not eliminate the ongoing flooding of Sherman. The estimate cost of the project is \$100,000.

FINANCIAL IMPACT: The grant requires a match of 25% of the cost.

BUDGET ACTION REQUIRED: None at this time.

STAFF RECOMMENDATION: To approve the project submittal and resolution.

Motion by Vice Mayor Buie, second by Commissioner Schweifler to approve the Consent Agenda, except for items f, l, and o.

ROLL VOTE: Ayes: Shepherd, Spataro, Warmington, Buie, Gawron, Larson, Schweifler

Nays: None

MOTION PASSES

2002-124 ITEMS REMOVED FROM AGENDA:

f. Garbage Cart Purchase, Second Shipment of 2002. PUBLIC FACILITIES – SANITATION

SUMMARY OF REQUEST: Authorization to purchase 504 garbage carts from Toter Incorporated Statesville North Carolina. (Other outlets are in California & Texas) These are replacement carts for those in service for more than 12 years.

FINANCIAL IMPACT: Unit cost per cart \$44.37 (504 per truckload) = \$22,362.48

BUDGET ACTION REQUIRED: This purchase to be charged to the 2002 sanitation budget Account # 101-60523-5700 (capital outlay equipment)

Budgeted amount is \$25,000.

STAFF RECOMMENDATION: Staff recommends approval of the purchase.

Motion by Commissioner Shepherd second by Commissioner Larson to approve the purchase of 504 garbage carts from Toter Incorporated Statesville North Carolina as replacement carts for those in service for more than 12 years.

ROLL VOTE: Ayes: Spataro, Warmington, Buie, Gawron, Larson, Schweifler, Shepherd

Nays: None

MOTION PASSES

I. Gypsy Moth Program Contract. LEISURE SERVICES

SUMMARY OF REQUEST: To authorize the Mayor and Clerk to sign the 2003 Gypsy Moth Program Agreement with Muskegon County.

FINANCIAL IMPACT: Unknown

BUDGET ACTION REQUIRED: None

STAFF RECOMMENDATION: Approve

Motion by Commissioner Shepherd, second by Vice Mayor Buie to approve the 2003 Gypsy Moth Program Agreement with Muskegon County, and to authorize the Mayor and Clerk to sign the agreement.

ROLL VOTE: Ayes: Warmington, Buie, Gawron, Larson, Schweifler, Shepherd, Spataro

Nays: None

MOTION PASSES

o. Budgeted Vehicle Purchases. PUBLIC WORKS

SUMMARY OF REQUEST: Approval to purchase three Dodge 1500 trucks.

FINANCIAL IMPACT: Total Cost \$45,614.34 for all three units.

BUDGET ACTION REQUIRED: None. We will be using funds still available for 2002.

STAFF RECOMMENDATION: Approve purchase of three Dodge 1500 trucks using The State of Michigan Purchasing Contract.

Motion by Commissioner Larson to award the contract for the purchase of three Dodge 1500 trucks to Family Motors of Muskegon. There was no support and Motion Died.

Motion by Commissioner Spataro, second by Commissioner Schweifler to approve the purchase of three Dodge 1500 trucks using the State of Michigan Purchasing Contract.

ROLL VOTE: Ayes: Gawron, Schweifler, Shepherd, Spataro, Warmington, Buie

Nays: Larson

MOTION PASSES

2002-125 PUBLIC HEARINGS:

a. Leisure Services Master Plan of 2003

SUMMARY OF REQUEST: To adopt the Leisure Services Master Plan of 2003.

STAFF RECOMMENDATION: Approve.

FINANCIAL IMPACT: None

BUDGET ACTION REQUIRED: None

COMMITTEE RECOMMENDATION: Leisure Services Board Recommends approval.

The Public Hearing was opened at 5:54pm to hear any comments from the public. No comments were heard.

Motion by Commissioner Schweifler, second by Commissioner Buie to close the Public Hearing at 6:13 and to table this item until December 10, 2002 Regular Commission Meeting.

ROLL VOTE: Ayes: Larson, Schweifler, Shepherd, Spataro, Warmington, Buie, Gawron

Nays: None

MOTION PASSES

b. Spreading of the Special Assessment Roll - Black Creek Road, Sherman to Latimer. ENGINEERING

SUMMARY OF REQUEST: To hold a public hearing on the spreading of the special assessment for Black Creek Rd. from Sherman to Latimer, and to adopt the resolution confirming the special assessment roll.

FINANCIAL IMPACT: A total of \$55,762.98 would be against the twelve-(12) parcels abutting the project.

BUDGET ACTION REQUIRED: None at this time.

STAFF RECOMMENDATION: To approve the special assessment roll and adopt the resolution.

The Public Hearing was opened at 6:14pm to hear any comments from the public. Comments were heard from Mr. Jim Duncan of 2300 Black Creek Rd. He requested to have his portion of the assessment reviewed, due to shape of his property.

Motion by Commissioner Schweifler, second by Commissioner Gawron to close the Public Hearing at 6:18 and approve the spreading of the special assessment roll for Black Creek Rd. from Sherman to Latimer, and adopt the resolution.

ROLL VOTE: Ayes: Schweifler, Shepherd, Spataro, Warmington, Buie, Gawron, Larson

Nays: None

MOTION PASSES

c. Second Amendment to the Special Assessment Roll, Sidewalk Replacement Program for 2002 (Area E5).
ENGINEERING

SUMMARY OF REQUEST: It is respectfully requested that the amended 2002 sidewalk roll be amended one more time to remove, add and adjust the special assessment amounts due to an oversight on our part in the engineering department. The special assessment roll for the 2002 sidewalk program be amended to:

869 Amity	Remove
1061 Allen	Remove
858 Amity	Reduce assessment from \$265 to \$132.50
1240 Isabella	Add an assessment of \$132.50 to the roll, signed a waiver.

FINANCIAL IMPACT: A total of \$153,787.70 will be assessed against 295 parcels.

BUDGET ACTION REQUIRED: None at this time.

STAFF RECOMMENDATION: To approve the amended special assessment roll and adopt the resolution.

The Public Hearing was opened at 6:18pm to hear any comments from the public. No comments were heard.

Motion by Commissioner Larson, second by Commissioner Shepherd to close the Public Hearing at 6:21 and to approve the amended special assessment roll and adopt the resolution.

ROLL VOTE: Ayes: Shepherd, Spataro, Warmington, Buie, Gawron, Larson, Schweifler

Nays: None

MOTION PASSES

2002-126 NEW BUSINESS:

a. Water Rate Study. FINANCE

SUMMARY OF REQUEST: Although traditionally, the City has adjusted its utility rates without the use of consultants, staff is recommending at this time retaining an outside consultant to review water rates. There are three reasons for this: 1) substantial state mandated capital improvements will be necessary over the next few years and we want to ensure the rate structure is adequate to fund these needs; 2) as the percentage of system users outside of the city increases, we need to ensure that system costs are equitably allocated and that city residents receive full benefit for the 100+ years of investment they have made in the system; and 3) recent court decisions have made it particularly important to fully justify and document user fees changes. Previously the city has selected Tetra Tech to perform the current system reliability study and to serve as design engineer for the aforementioned water plant improvements. Based on their knowledge of our system and its capital needs, we recommend this firm also be authorized to perform the water rate study.

FINANCIAL IMPACT: \$10,900 to be paid from the water fund.

BUDGET ACTION REQUIRED: None at this time. The cost of the study can be absorbed within the current budget. The 2003 budget assumes adjustments are made to the current water rates.

STAFF RECOMMENDATION: Approval of Tetra Tech to perform the water rate study for the city.

Motion by Commissioner Schweifler, second by Commissioner Buie to approve Tetra Tech to perform the water rate study for the City.

ROLL VOTE: Ayes: Spataro, Warmington, Buie, Gawron, Larson, Schweifler, Shepherd

Nays: None

MOTION PASSES

b. Request for Permission to Purchase a 24' Boston Whaler Rescue Boat with Twin Mercury Engines and Tandem Axle Trailer. FIRE DEPARTMENT

SUMMARY OF REQUEST: The Fire Department is requesting City Commission permission to accept and award bids for a 24' Boston Whaler Justice Commercial Rescue boat with twin mercury 150 XL Optimax engines and tandem axle trailer.

FINANCIAL IMPACT: \$54,640.00

BUDGET ACTION REQUIRED: \$54,640.00 from the public improvement funds designated for fire fighting equipment.

STAFF RECOMMENDATION: Staff recommends approval of the following purchases:

1-24' Boston Whaler Rescue Boat from Boston Whaler Commercial and Government Products, Inc. for \$36,938.00.

2-Mercury 150 XL Optimax engines from Mercury Marine Government and Commercial Division for \$14,202.00.

1-Double axle trailer from Lakeside Marine for \$3,500.00.

Motion by Commissioner Larson, second by Commissioner Schweifler to approve the purchase of a 24' Boston Whaler Rescue Boat from Boston Whaler Commercial and Government, Inc, 2 Mercury 150 XL Optimax engines from Mercury Marine Government and Commercial Division and 1 double axle trailer from Lakeside Marine.

ROLL VOTE: Ayes: Warmington, Buie, Gawron, Larson, Schweifler, Shepherd, Spataro

Nays: None

MOTION PASSES

c. CMI Brownfield/Smartzone Professional Services Contract, ERM. PLANNING & ECONOMIC DEVELOPMENT

SUMMARY OF REQUEST: The City of Muskegon was awarded a Clean Michigan Initiative (CMI) Brownfield Grant, in an amount up to \$1,000,000 for the purposes of due care activities and grant administration for the SmartZone site. Environmental Resources Management, Inc. (ERM) has been the City's consultant for this site through the Site Assessment Fund Grant. Since ERM is familiar with this site and it's environmental condition, it is recommended that they be retained to conduct the environmental work on this site for the CMI Brownfield Grant. Therefore, the Commission is asked to approve the proposal from ERM and authorize the Mayor to sign.

FINANCIAL IMPACT: The budget for the project will not exceed \$1,000,000, less the Project Manager's costs. These costs will be covered by the CMI Brownfield Grant.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: To approve the proposal between the City of Muskegon and ERM, and authorize the Mayor to sign the proposal.

Motion by Commissioner Gawron, second by Commissioner Schweifler to approve the proposal between the City of Muskegon and Environmental

Resources Management Inc., conditional to final review and approval by City Attorney.

ROLL VOTE: Ayes: Buie, Gawron, Larson, Schweifler, Shepherd, Spataro, Warmington

Nays: None

MOTION PASSES

d. CMI Brownfield/Smartzone Consulting Contract, Anne Couture. PLANNING & ECONOMIC DEVELOPMENT

SUMMARY OF REQUEST: The City of Muskegon was awarded a Clean Michigan Initiative (CMI) Brownfield Grant, in an amount up to \$1,000,000 for the purposes of due care activities and grant administration for the SmartZone site. Anne Couture, of Couture Environmental Strategies LLC, has been the City's consultant for grant administration and grant writing for these activities. It is recommended that Ms. Couture be retained in this capacity to continue with the grant administration during the duration of the grant activities. Therefore, the Commission is asked to approve the proposal from Ms. Couture and authorize the Mayor to sign.

FINANCIAL IMPACT: The budget for grant administration activities is \$45,000. The cost will be covered by the grand funds.

BUDGET ACTION REQUIRED: None

STAFF RECOMMENDATION: To approve the proposal between the City of Muskegon and Couture Environmental Strategies, and authorize the Mayor to sign the proposal.

Motion by Commissioner Larson, second by Commissioner Gawron to approve the proposal between the City of Muskegon and Couture Environmental Strategies LLC, and authorize the Mayor to sign the proposal.

ROLL VOTE: Ayes: Gawron, Larson, Schweifler, Shepherd, Spataro, Warmington, Buie

Nays: None

MOTION PASSES

2002-127 ANY OTHER BUSINESS:

Motion by Vice Mayor Buie, second by Commissioner Schweifler to approve Commissioner Larson as Acting Vice Mayor during the period of Mayor Warmington's and Vice Mayor Buie's absent between November 16th and 20th.

ROLL VOTE: Ayes: Larson, Schweifler, Shepherd, Spataro, Warmington, Buie, Gawron

Nays: None

MOTION PASSES

Vice Mayor Buie announced that the Amsted Tall Ship would be visiting the City of Muskegon August 16, 17, and 18th 2003 at the end of the Unity Festival.

Commissioner Shepherd commented on a Business Community Breakfast at the Holiday Inn that she attended earlier that day. A Business District Weekly magazine is available for reviewing.

ADJOURNMENT: The Regular Commission Meeting for the City of Muskegon was adjourned at 6:42pm.

Respectfully submitted,

A handwritten signature in cursive script that reads "Gail Kunding".

Gail Kunding, MMC

2002-123(b)

Date: November 12, 2002

To: Honorable Mayor and City Commissioners

From: Finance Director

RE: Notice of Intent Resolution – Capital Improvement Bonds for Sidewalks

SUMMARY OF REQUEST: Previously special assessment bonds were issued to finance the City's ongoing sidewalk program. These bonds have always presented procedural difficulties since borrowings are limited to the amount of *confirmed* special assessments and roll confirmation under our charter does not take place until all work is completed. Earlier this year, legislation creating a new type of "capital improvement bond" was approved. We are recommending that this type of bond be used to finance the final three years of the sidewalk program. This will allow us to borrow the full amount needed upfront at today's historically low interest rates. (Please note that the bonds would still be paid via special assessments levied on benefiting property owners.) The first step in this process is adoption of the attached resolution. This "Notice of Intent" resolution notifies the public of the City's intent to issue these bonds. Upon adoption of this resolution public notice will be placed in the *Muskegon Chronicle* advising citizens that water revenue bonds will be issued without referendum unless a petition requesting an election is filed with the City Clerk within forty-five (45) days. The petition must be signed by at least ten percent of the City's registered voters.

FINANCIAL IMPACT: The only immediate cost associated with this action is the cost of publication in the *Chronicle*. Additional City Commission actions will be required before bonds are actually sold.

BUDGET ACTION REQUIRED: None at this time. The cost of the newspaper publication can be covered within the current budget. Once bonds are sold, debt service costs will be paid by special assessments for the life of the bonds (10 years).

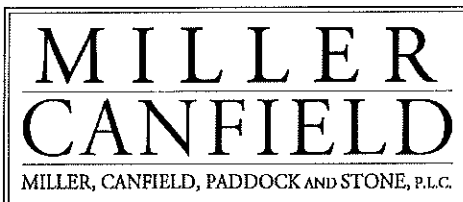
STAFF RECOMMENDATION: Approval of the attached resolution.

COMMITTEE RECOMMENDATION: There is no committee recommendation for this item.

Founded in 1852
by Sidney Davy Miller

150
YEARS
1852-2002

JOEL L. PIELL
TEL: (313) 496-7518
FAX: (313) 496-8450
E-MAIL: piell@millercanfield.com



150 West Jefferson, Suite 2500
Detroit, Michigan 48226
TEL: (313) 963-6420
FAX: (313) 496-7500
www.millercanfield.com

MICHIGAN: Ann Arbor
Detroit • Grand Rapids
Howell • Kalamazoo
Lansing • Monroe • Troy

New York, NY
Pensacola, FL
Washington, DC
CANADA: Windsor, ON

POLAND: Gdynia
Katowice • Warsaw

October 25, 2002

Mr. Timothy J. Paul
Finance Director
City of Muskegon
933 Terrace St
PO Box 536
Muskegon, MI 49443-0536

Via Email

Dear Tim:

Warren called me the other day to advise that the City wishes to proceed with a capital improvement bond pursuant to Act 34, as opposed to a special assessment bond for sidewalk purposes. As you know, the capital improvement procedure requires the adoption and publication of a notice of intent, which gives rise to a 45 day referendum period.

I am sending you herewith a suggested form of notice of intent resolution for the City Commission's November 12th meeting. I would ask you to review it and if it is satisfactory, submit same to the Commission for its consideration. The resolution speaks to bonds in an amount not to exceed \$2,000,000. As you know, until and unless amended, this will set the outside amount of the City's borrowing.

The notice found within the body of the resolution should be published once in the Muskegon Chronicle in large point type taking up no less than one-quarter of the page upon which it appears. The notice should be published as a display ad. These requirements are statutorily jurisdictional to the power of the City to issue the bonds and should therefore be met. *

Upon adoption of the resolution, I would ask that you send three certified copies of same to me along with three affidavits of publication.

RECEIVED *
CITY OF MUSKEGON

OCT 23 2002

FINANCE DEPT.

CITY CLERK
Please
note

MILLER, CANFIELD, PADDOCK AND STONE, P.L.C.

Mr. Timothy J. Paul

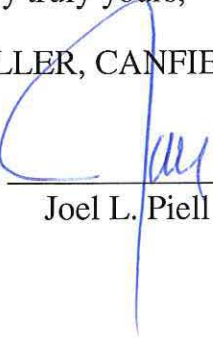
-2-

October 25, 2002

Should you have any questions concerning this or if I can be of other assistance to you, please do not hesitate to contact me.

Very truly yours,

MILLER, CANFIELD, PADDOCK AND STONE, P.L.C.

By: 

Joel L. Piell

Enclosures

cc: Warren M. Creamer, III *Via Email*

Hard copies via U.S. Mail

DELIB:2362576.1\063684-00032

NOTICE OF INTENT RESOLUTION
GENERAL OBLIGATION CAPITAL IMPROVEMENT BONDS
2002-123(b)
City of Muskegon
County of Muskegon, State of Michigan

Minutes of a regular meeting of the City Commission of the City of Muskegon, County of Muskegon, State of Michigan (the "City") held on the 12th day of November, 2002, at 5:30 o'clock p.m. Eastern Standard Time.

PRESENT: Members Shepherd, Spataro, Warmington, Buie, Gawron, Larson
Schweifler

ABSENT: Members None

The following preamble and resolution were offered by Member Vice Mayor Buie and supported by Member Commissioner Schweifler

WHEREAS, the City intends to issue and sell general obligation capital improvement bonds, pursuant to Act 34, Public Acts of Michigan, 2001, as amended, in an amount not to exceed Two Million Dollars (\$2,000,000) for the purpose of paying part of the cost of acquiring and constructing certain capital improvement items related to the City's sidewalk improvement program, together with necessary related appurtenances and attachments (the "Projects"); and

WHEREAS, a notice of intent to issue bonds must be published before the issuance of the aforesaid bonds in order to comply with the requirements of Section 517 of Act 34, Public Acts of Michigan, 2001, as amended.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The City Clerk is hereby authorized and directed to publish a notice of intent to issue bonds in the Muskegon Chronicle, a newspaper of general circulation in the City.
2. Said notice of intent shall be published as a one-quarter (1/4) page display advertisement in substantially the following form:

NOTICE TO ELECTORS
OF THE CITY OF MUSKEGON
OF INTENT TO ISSUE BONDS SECURED BY THE TAXING
POWER OF THE CITY AND RIGHT OF REFERENDUM THEREON

PLEASE TAKE NOTICE that the City Commission of the City of Muskegon, Muskegon County, Michigan, intends to issue and sell general obligation capital improvement bonds, pursuant to Act 34, Public Acts of Michigan, 2001, as amended, in an amount not to exceed Two Million Dollars (\$2,000,000) for the purpose of paying part of the cost of acquiring and constructing certain capital improvement items related to the City's sidewalk improvement program together with necessary and related appurtenances and attachments.

Said bonds will mature in annual installments not to exceed thirty (30) in number, with interest rates to be determined at sale but in no event to exceed seven percent (7%) per annum on the unpaid balance from time to time remaining outstanding on said bonds. The bonds may be issued in one or more series as shall be determined by the City Commission.

SOURCE OF PAYMENT OF BONDS

THE PRINCIPAL AND INTEREST OF THE BONDS shall be payable from the general funds of the City lawfully available for such purposes including special assessments and property taxes levied within applicable charter, statutory and constitutional limitations.

RIGHT OF REFERENDUM

THE BONDS WILL BE ISSUED WITHOUT A VOTE OF THE ELECTORS UNLESS A PETITION REQUESTING SUCH A VOTE SIGNED BY NOT LESS THAN 10% OF THE REGISTERED ELECTORS OF THE CITY IS FILED WITH THE CITY CLERK WITHIN FORTY-FIVE (45) DAYS AFTER PUBLICATION OF THIS NOTICE. IF SUCH PETITION IS FILED, THE BONDS MAY NOT BE ISSUED WITHOUT AN APPROVING VOTE OF A MAJORITY OF THE QUALIFIED ELECTORS OF THE CITY VOTING THEREON.

THIS NOTICE is given pursuant to the requirements of Section 517, Act 34, Public Acts of Michigan, 2001, as amended.

Gail Kunding
Clerk, City of Muskegon

3. The City Commission does hereby determine that the foregoing form of Notice of Intent to Issue Bonds and the manner of publication directed is the method best calculated to give notice to the City's taxpayers and electors of this Commission's intent to issue the bonds, the purpose of the bonds, the security for the bonds, and the right of referendum relating thereto, and the newspaper named for publication is hereby determined to reach the largest number of persons to whom the notice is directed.

4. All resolutions and parts of resolutions insofar as they conflict with the provisions of this resolution be and the same hereby are rescinded.

AYES: Member Shepherd, Spataro, Warmington, Buie, Gawron, Larson, Schweifler

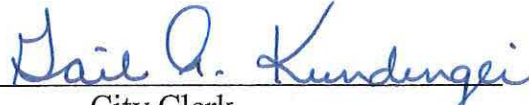
NAYS: Member None

RESOLUTION DECLARED ADOPTED.



City Clerk

I hereby certify that the foregoing is a true and complete copy of a resolution adopted by the City Commission of the City of Muskegon, County of Muskegon, State of Michigan, at a regular meeting held on November 12, 2002, and that said meeting was conducted and public notice of said meeting was given pursuant to and in full compliance with the Open Meetings Act, being Act 267, Public Acts of Michigan, 1976, and that the minutes of said meeting were kept and will be or have been made available as required by said Act.


City Clerk

DELIB:2362375.1\063684-00032

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

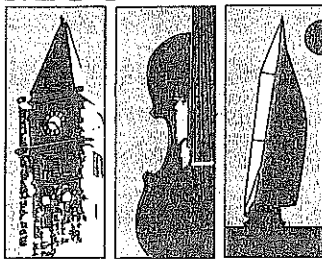
Public Works Dept.
(231)724-4100
FAX: (231)722-4188

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 5, 2002

Mr. Joel L. Piell
Miller, Canfield, Paddock
& Stone, P.L.C.
150 West Jefferson, Suite 2500
Detroit, MI 48226

Dear Mr. Piell:

Enclosed are certified copies of the notice of intent resolution and affidavits of publication.

If you have any questions, please call me at (231) 724-6705.

Thank you,

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

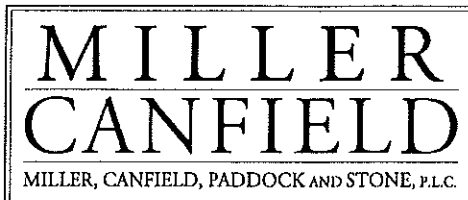
Linda Potter
Deputy City Clerk

Enc.

Founded in 1852
by Sidney Davy Miller

150
YEARS
1852-2002

JOEL L. PIELL
TEL: (313) 496-7518
FAX: (313) 496-8450
E-MAIL: piell@millercanfield.com



150 West Jefferson, Suite 2500
Detroit, Michigan 48226
TEL: (313) 963-6420
FAX: (313) 496-7500
www.millercanfield.com

MICHIGAN: Ann Arbor
Detroit • Grand Rapids
Howell • Kalamazoo
Lansing • Monroe • Troy

New York, NY
Pensacola, FL
Washington, DC
CANADA: Windsor, ON

POLAND: Gdynia
Katowice • Warsaw

December 11, 2002

Mr. Timothy J. Paul
Finance Director
City of Muskegon
933 Terrace St
PO Box 536
Muskegon, MI 49443-0536

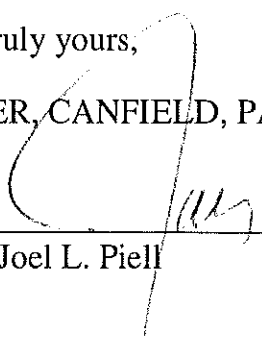
Dear Tim:

I am writing this letter to acknowledge receipt of the mailing of the notice of intent for the City's capital improvement bonds. I note that the notice was published on November 23rd, which means that the referendum period will expire at the close of business on Monday, January 6th. At that time the City Clerk may execute the form of No Referendum Certificate which is included herewith.

I would ask that three copies of this certificate be returned to me.

Very truly yours,

MILLER, CANFIELD, PADDOCK AND STONE, P.L.C.

By: 

Joel L. Piell

Enclosures

cc: Warren M. Creamer, III

DELIB:2374239.1\063684-00032

NO REFERENDUM CERTIFICATE

I, the undersigned, do hereby certify that I am the duly acting and qualified Clerk of the City of Muskegon, and that in connection with a Notice To Electors Of The City Of Muskegon Of Intent To Issue Bonds, published in the Muskegon Chronicle, on November 23, 2002, 45 days have elapsed and no petition for referendum has been filed with my office.

Gail Kunding

Gail Kunding
Clerk, City of Muskegon, Michigan

Dated: Jan-7th, 2003

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

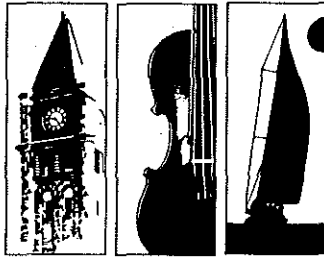
Public Works Dept.
(231)724-4100
FAX: (231)722-4188

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

January 7, 2003

Mr. Joel L. Piell
Miller, Canfield, Paddock
& Stone, P.L.C.
150 West Jefferson, Suite 2500
Detroit, MI 48226

Dear Mr. Piell:

Enclosed are three No Referendum Certificates signed by the City Clerk.

If you have any questions, please call me at (231) 724-6705.

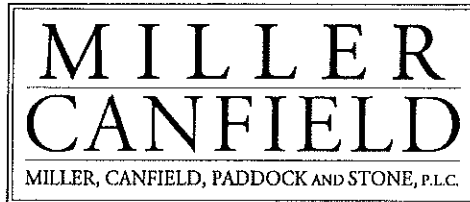
Thank you,

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

Linda Potter
Deputy City Clerk

Enc.

Founded in 1852
by Sidney Davy Miller



MICHIGAN: Ann Arbor
Detroit • Grand Rapids
Howell • Kalamazoo
Lansing • Monroe • Troy

New York, NY
Pensacola, FL
Washington, DC

CANADA: Windsor, ON

POLAND: Gdynia
Katowice • Warsaw

JOEL L. PIELL
TEL: (313) 496-7518
FAX: (313) 496-8450
E-MAIL: piell@millercanfield.com

150 West Jefferson, Suite 2500
Detroit, Michigan 48226
TEL: (313) 963-6420
FAX: (313) 496-7500
www.millercanfield.com

January 10, 2003

Ms. Linda Potter
Deputy Clerk
City of Muskegon
933 Terrace St
PO Box 536
Muskegon, MI 49443-0536

Dear Ms. Potter:

I am writing this note to acknowledge your mailing of the No Referendum Certificate for the City's special assessment bonds. Thank you for sending this along to me.

Very truly yours,

MILLER, CANFIELD, PADDOCK AND STONE, P.L.C.

By: _____

Joel L. Piell

cc: Mr. Timothy J. Paul
Warren M. Creamer, III

DELIB:2380753.1\063684-00032

Date: November 5, 2002
To: Honorable Mayor and City Commissioners
From: Assistant Finance Director
RE: Replacement of Copiers

2002-123 (c)

SUMMARY OF REQUEST: To award a four year contract for the City's copier needs to Commercial Equipment Company the lowest bidder. The City recently solicited bids for replacement copiers which included the purchase of 18 copiers plus total maintenance/service costs based on copy volumes less guaranteed buy back of equipment at the end of 48 months.

FINANCIAL IMPACT: Equipment costs are \$95,375 (\$119,893 less \$24,518 for buy back of 1998 copiers). Funds in the amount of \$76,091 have been accumulated over the last four years for copy machine replacement. It is recommended that the additional funding for this purchase be financed internally and repaid by adjusting the per copy charge levied against departmental users.

BUDGET ACTION REQUIRED: None. Copy costs are included in each departments budget .

STAFF RECOMMENDATION: Select Commercial Equipment Company for copier replacement.

COMMITTEE RECOMMENATION:

Memo

To: City Commission
From: Elizabeth Lewis, Assistant Finance Director 
Date: 11/5/02
Re: 2002 Copier Replacement Program

In 1994 the City implemented a four-year, single contract replacement program for its fleet of copy machines. Prior to this, individual departments purchased or leased copiers from a variety of vendors under different contract terms and at different costs. The new replacement program allowed the City to take an organization-wide look at its copier needs, standardize equipment, and substantially reduce both front-end capital costs and the ongoing maintenance costs of its copier fleet. This program worked well for the City in 1994 and 1998.

Bids were recently submitted for replacement of the 1998 copy machines. Under the terms of the 1998 agreement, the vendor Commercial Equipment Company will repurchase the old machines from the City at 25% of the original purchase price ($\$98,071 \times 25\% = 24,517.75$). A summary of the bid results is attached. It is recommended that the City select Commercial Equipment as low bidder. The bid is for 18 copiers. All sites will receive a digital copier and most copiers are fully networkable so they can function as high speed, low-cost laser printers reducing department printing costs. The typical cost for each laser printed page is much higher than a digital copy page.

Please let me know if you have any questions.

Thank you.

CITY OF MUSKEGON
ANALYSIS OF COPIER BIDS RECEIVED - 2002

VENDOR NAME	Commerical Equipment Co.	Applied Imaging	IKON	Reed Office Systems	Office Machine Company
LOCATION	1101 Hackley Muskegon, MI	949 W Broadway Muskegon, MI	2780 44th St Grand Rapids, MI	4265 Grand Haven Rd Muskegon, MI	1171 E Sherman Muskegon, MI
COPIER BRAND	<i>Toshiba</i>	<i>Ricoh</i>	<i>Ricoh</i>	<i>Konica</i>	<i>Sharp</i>
PROPOSAL					
EQUIPMENT COSTS	119,893.00	123,641.00	115,280.00	133,115.00	167,525.00
PER COPY MAINTENANCE COSTS	0.0069	0.0069	0.0068	0.00699	0.0055
TOTAL MAINTENANCE COSTS	35,226.76	35,226.72	34,716.23	35,686.24	28,079.30
LESS: EQUIPMENT BUY-BACK	(23,978.60)	(22,000.00)	-	(15,974.00)	(25,128.75)
TOTAL COSTS	\$ 131,141.16	\$ 136,867.72	\$ 149,996.23	\$ 152,827.24	\$ 170,475.55
1998 - Commerical Equipment Co.					
EQUIPMENT COSTS	98,071.00				
PER COPY MAINTENANCE COSTS ANALOG	0.007				
PER COPY MAINTENANCE COSTS DIGITAL	0.0095				
TOTAL MAINTENANCE ANALOG	14,125.10				
TOTAL MAINTENANCE DIGITAL	28,069.54				
LESS: EQUIPMENT BUY BACK	(24,517.75)				
TOTAL 4 YEAR COST	\$ 115,747.89				

CITY COMMISSION MEETING November 12, 2002

2002-123(d)

To: Honorable Mayor and City Commissioners
From: Robert Kuhn, Public Works Director
Date: November 12, 2002
RE: Time Clock Installation

SUMMARY OF REQUEST:

We desire to purchase 2 time clocks for the Public Service Building and 1 time clock for the Water Filtration Plant. These would replace the existing paper card time clock with versions and the software that would track employee time and attendance. This purchase would significantly reduce the clerical labor currently expended to track employee time and attendance. Quotations were obtained from 2 companies that supply time clock hardware and software. Site visits were conducted at local industries to verify the quality of the products.

FINANCIAL IMPACT:

Ban-Koe Systems of Grand Rapids was the lowest price of \$12,311.

BUDGET ACTION REQUIRED:

None. This project is included in the funded Year 2002 capital improvements for the Public Service Building.

STAFF RECOMMENDATION:

Staff recommends that the quote of \$12,311.00 from Ban-Koe Systems be accepted.



Memo

To: Robert Kuhn, DPW Director
From: Bob Fountain, Special Operations Supervisor
Date: 10/29/02
Re: Purchase of Time Clocks

It is now time to replace our old paper time clock with a computerized model. These are widely used by employers and will save our clerks and supervisors time in monitoring time and attendance. I have obtained quotes from two companies, Ban-Koe Systems and ADP. Pat Bice, Doug Sayles and myself have made site visits to local industries to see products from both vendors in operation. The equipment is identical and the software nearly so. I believe that we can confidently pick the lower bid of \$12,311 from Ban-Koe Systems and know that we will be getting the best hardware and software available. The time clocks will be configured to use employee ID badges. This will be the first use of badges and a big step in security. The time clocks will do much to automate our time and attendance procedures.

We would be purchasing 3 time clocks, one for the Filtration Plant and 2 for the Public Service Building. The first unit would replace the existing DPW time clock located at the building entrance and the second clock would be installed in the Equipment Division Office. The Equipment time clock would be used by the mechanics to record time spent on repair jobs and would serve as a working spare for the building.

Kundinger, Gail

From: Fountain, Bob
Sent: Wednesday, November 06, 2002 1:07 PM
To: Kundinger, Gail
Subject: Vendor addresses for time clock agenda item

Gail:

Here are the addresses of the 2 vendors cited in the DPW timeclock agenda item.

Ban-Koe Systems
3900 Costa Ave., NE
Grand Rapids, MI 49525

ADP
741 Kenmoor Ave, SE
Grand Rapids, MI 49546

Bob Fountain, Special Operations Supervisor
City of Muskegon Dept. of Public Works
1350 East Keating Ave.
Muskegon, MI 49442
Voice: 231-724-6990
Fax: 231-722-4188
Mailto: bob.fountain@postman.org

Summary of Quotes:

Ban-Koe Systems (Grand Rapids)	12,311.00
ADP (Grand Rapids)	18,657.50

Date: November 12, 2002
To: Honorable Mayor and City Commissioners
From: Public Works
RE: Consideration of Bids
Demolition of the Hackley Fire Barn

2002-123 (e)

SUMMARY OF REQUEST:

The contract for the demolition Hackley Avenue Fire Barn be awarded to Press's LLC since they were the lowest (see bid tabulation) responsible bidder with a bid price of \$10,850.

FINANCIAL IMPACT:

None

The demolition cost of \$10,850.

This has been budgeted with the Capitol Improvements Fund in the 2002 budget.

BUDGET ACTION REQUIRED:

None.

STAFF RECOMMENDATION:

Award the contract to Press's LLC.

COMMITTEE RECOMMENDATION:

City of Muskegon - Hackley Avenue Fire Barn

Bid Tabulation for Demolition of Hackley Fire Barn

Bid Opening October 29, 2002

Company	Address	City	Amount
Press's LLC	8081 Holton Duck Lake Rd.	Holton, MI	\$10,850.00
Specialized Demolition	3641 38th St.	Hamilton, MI	\$11,000.00
Diversified Contractors	6775 Harvey	Spring Lake, MI	\$22,000.00
Fensco, Inc.	15432 220th Ave.	Big Rapids, MI	\$24,450.00

2002-123 (g)

Commission Meeting Date: November 12, 2002

Date: October 28, 2002
To: Honorable Mayor and City Commissioners
From: Planning & Economic Development *ck*
RE: Sale of Non-buildable Lot at 437 Oak Avenue

2002

SUMMARY OF REQUEST:

To approve the sale of a portion of a vacant buildable lot (Parcel #24-205-045-0004-00) at 437 Oak Avenue to Robert and Brandy Hillsburg, 453 Oak Avenue, Muskegon, MI 49442. This 33 x 120 ft. portion of this buildable lot was originally an unbuildable lot, which was routinely combined by the Assessor's Office with two other 33 ft. lots to form a 99 ft x 120 ft. buildable lot. The Land Reutilization Committee reviewed the request and since the Hillsburgs home is located on a 33 x 120 ft. lot, agreed to the sale. Approval of this sale will allow the adjacent property owner to expand their current yard (see attached map). As is required by City policy, the subject parcel is being offered for \$100 to the Hillsburgs.

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.

COMMITTEE RECOMMENDATION:

The Land Reutilization Committee recommended approval at their January 22, 2002 meeting.

CITY OF MUSKEGON

RESOLUTION #2002-123 (g)

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

WHEREAS, the City of Muskegon has received \$100 from Robert and Brandy Hillsburg, 453 Oak Avenue, Muskegon, MI 49442 for the purchase of a portion of a vacant, City-owned lot located adjacent to their property at 437 Oak Avenue (parcel #24-205-045-0004-00);

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

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

WHEREAS, the sale of this property would be in accordance with property disposition goals and special recommendation of the Land Reutilization Committee (LRC);

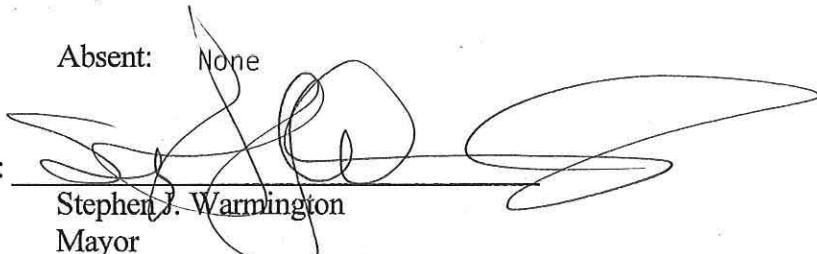
NOW, THEREFORE BE IT RESOLVED, that THE CITY OF MUSKEGON REVISED PLAT OF 1903 LOT 4 BLK 45 EX THE S 12 FT FOR ALLEY be sold to Robert and Brandy Hillsburg for \$100.

Resolution adopted this 12th day of November, 2002.

Ayes: Shepherd, Spataro, Warmington, Buie, Gawron, Larson, Schweifler

Nays: None

Absent: None

By: 
Stephen J. Warmington
Mayor

Attest: 
Gail A. Kunding, MMC
Clerk

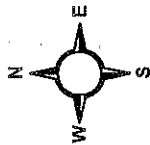
2002-123(g)

I hereby certify that the foregoing is a true and complete copy of a resolution adopted by the City Commission of the City of Muskegon, County of Muskegon, State of Michigan, at a regular meeting held on November 12, 2002, and that said meeting was conducted and public notice of said meeting was given pursuant to and in full compliance with the Open Meetings Act, being Act 267, Public Acts of Michigan, 1976, and that the minutes of said meeting were kept and will be or have been made available as required by said Act.

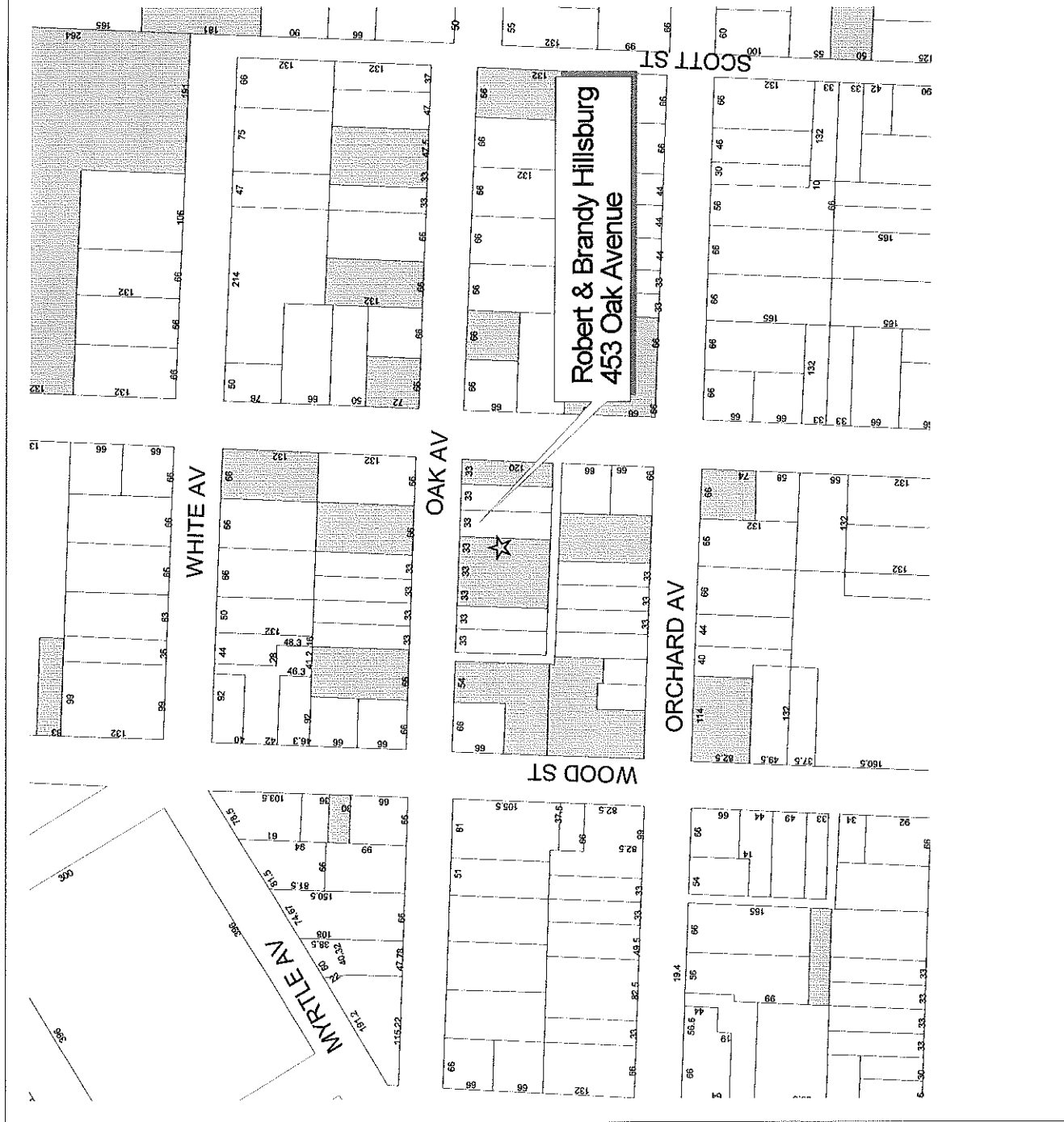
Dail O. Kundergen
City Clerk

DELIB:2362375.1\063684-00032

Vacant Non-buildable City-Owned Lot 437 Oak Avenue



☆ = Subject Property(ies)
to be sold



2002-123 (g)
QUIT CLAIM DEED

KNOW ALL MEN BY THESE PRESENTS: That the **CITY OF MUSKEGON**, a municipal corporation, whose address is 933 Terrace Street, Muskegon, MI 49440,

QUIT CLAIMS TO: **ROBERT HILLSBURG and BRANDY HILLSBURG**, husband and wife, of 453 Oak Avenue, Muskegon, MI 49442,

the following described premises situated in the City of Muskegon, County of Muskegon, State of Michigan, to wit:

Lot 4, Block 45, except the South 12 feet for alley, of the CITY
of MUSKEGON REVISED PLAT OF 1903

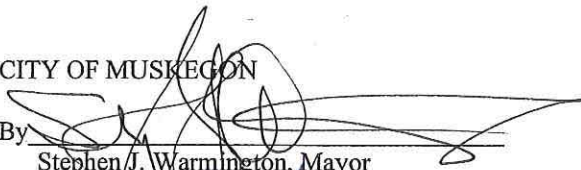
for the sum of One Hundred and no/100 Dollars (\$100.00)

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).

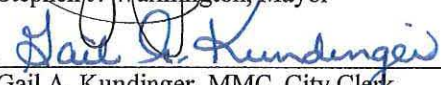
Dated this 12th day of November, 2002

CITY OF MUSKEGON

By


Stephen J. Warmington, Mayor

and


Gail A. Kunderinger, MMC, City Clerk

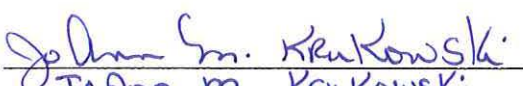
STATE OF MICHIGAN
COUNTY OF MUSKEGON

The foregoing instrument was acknowledged before me this 12th day of November, 2002, by Stephen J. Warmington and Gail A. Kunderinger, MMC, Mayor and City 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 Ave., P. O. Box 786
Muskegon, MI 49443-0786
Telephone: 616/722-1621

SEND SUBSEQUENT TAX BILLS TO: Grantee WHEN RECORDED RETURN TO: Grantee


JoAnn M. Krutowski
Notary Public, Muskegon County, Michigan
My commission expires: 5-13-05

2002-123(h)

Commission Meeting Date: November 12, 2002

*removed
item*

Date: October 24, 2002
To: Honorable Mayor and City Commissioners
From: Planning & Economic Development
RE: Sale of Non-buildable Lot at 611 W. Clay Avenue

SUMMARY OF REQUEST:

To approve the sale of a vacant non-buildable lot (Parcel #24-205-322-0002-00) at 611 W. Clay Avenue to L & K Company, LLC, 3541 Sand Bar Ct., Muskegon, MI 49441 (owner of Lee Printing, 639 & 623 W. Clay Avenue). Approval of this sale will allow the adjacent property owner to expand their current property (see attached map). (The other adjacent property owner is delinquent to the City for over \$5,000 in demolition fees on his property at 607 W. Clay.) As is required by City policy, the subject parcel is being offered for \$100 to L & K Company, LLC.

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.

COMMITTEE RECOMMENDATION:

2002-123(i)

Commission Meeting Date: November 12, 2002

Date: October 30, 2002
To: Honorable Mayor & City Commission
From: Planning & Economic Development Department *CBC*
RE: Sale of Buildable Vacant Lot on Ducey Avenue

SUMMARY OF REQUEST:

To approve the sale of a vacant buildable lot at 1260 Ducey Avenue (designated as parcel number 24-611-000-0428-00) described as CITY OF MUSKEGON URBAN RENEWAL PLAT NO. 2, LOT 428 and WLY 38.84 ft 429 to SSL Properties, LLC (Scott Langlois), of 450 W. Norton Avenue, Muskegon, MI. The lot is 116.4 x 131.9 ft. and is being offered to Mr. Langlois for \$9,000. He plans to use the land for the construction of a 1,450+ sq. ft. single-family home. The home will contain 3 bedrooms, a full basement, and a 2-stall attached garage. The appraised value of the lot is \$9,000 and the Mr. Langlois submitted the only bid of \$9,000.

FINANCIAL IMPACT:

The sale of this lot for construction of a new home will generate additional tax revenue for the City and will place the property 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 said resolution.

COMMITTEE RECOMMENDATION:

Resolution No. 2002-123 (i)

MUSKEGON CITY COMMISSION

RESOLUTION APPROVING THE SALE OF A BUILDABLE LOT ON DUCEY AVENUE IN MARQUETTE NEIGHBORHOOD FOR \$9,000.

WHEREAS, SSL Properties, LLC has placed a \$400 deposit for the parcel designated as parcel numbers 24-611-000-0428-00, located on Ducey Avenue;

WHEREAS, SSL Properties, LLC has submitted the only bid of \$9,000 for the parcel designated as parcel numbers 24-611-000-0428-00, located on Ducey Avenue;

WHEREAS, the sale would generate additional tax revenue for the City and relieve the City of further maintenance costs;

WHEREAS, the sale is consistent with City policy regarding the disposition of buildable lots;

NOW THEREFORE BE IT RESOLVED, that parcel number 24-611-000-0428-00, located at 1260 Ducey Avenue be sold to the above-mentioned buyer.

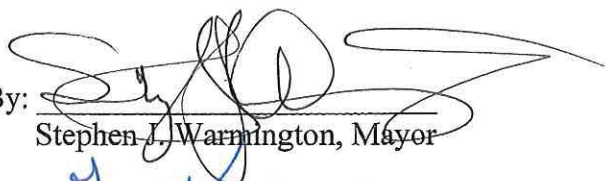
**CITY OF MUSKEGON REVISED PLAT OF 1903 URBAN RENEWAL PLAT NO. 2
LOT 428 & WLY 38.84 FT LOT 429;**

Adopted this 12th day of November, 2002

Ayes: Shepherd, Spataro, Warmington, Buie, Gawron, Larson, Schweifler

Nays: None

Absent None

By: 
Stephen J. Warmington, Mayor

Attest: 
Gail Kunding, Clerk

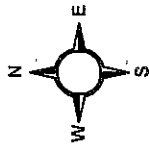
I hereby certify that the foregoing is a true and complete copy of a resolution adopted by the City Commission of the City of Muskegon, County of Muskegon, State of Michigan, at a regular meeting held on November 12, 2002, and that said meeting was conducted and public notice of said meeting was given pursuant to and in full compliance with the Open Meetings Act, being Act 267, Public Acts of Michigan, 1976, and that the minutes of said meeting were kept and will be or have been made available as required by said Act.



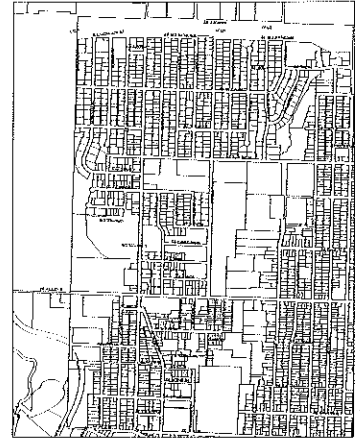
City Clerk

DELIB:2362375.1\063684-00032

Vacant Buildable City-Owned Lot 1260 Ducey Avenue



☆ = Subject Property(ies)
to be sold



2002-123 (i)
REAL ESTATE PURCHASE AGREEMENT

THIS AGREEMENT is made November 12, 2002, by and between the **CITY OF MUSKEGON**, a municipal corporation, with offices at 933 Terrace, Muskegon, Michigan 49440 (ASeller), and **SSL PROPERTIES, LLC**, a Michigan limited liability company, of 550 W. Norton Avenue, Muskegon, MI 49444 ("Buyer").

1. **General Agreement and Description of Premises.** Seller agrees to sell, and Buyer agrees to buy, marketable record title of real estate, and all improvements thereon, with all beneficial easements, and with all of Seller's right, title and interest in all adjoining public ways, the real property located in the City of Muskegon, Muskegon County, Michigan ("Premises"), and specifically described as:

CITY OF MUSKEGON URBAN RENEWAL PLAT
NO. 2, Lots 428 and the Westerly 38.84 feet of Lot 429
(1260 Ducey Avenue)

Subject to the reservations, restrictions and easements of record, provided said reservations, restrictions and easements of record are acceptable to Buyer upon disclosure and review of the same, and subject to any governmental inspections required by law.

2. **Purchase Price and Manner of Payment.** The purchase price for the Premises shall be Nine Thousand and no/100 Dollars (\$9,000.00).

3. **Taxes and Assessments.** All taxes and assessments that are due and payable at the time of Closing shall be paid by Seller prior to or at Closing. All taxes and special assessments that become due and payable after Closing shall be the responsibility of Buyer.

4. **Title Insurance.** Seller agrees to deliver to Buyer's attorney, ten (10) days prior to closing, a commitment for title insurance, issued by Transnation Title Insurance Company, for an amount not less than the purchase price stated in this Agreement, guaranteeing title on the conditions required herein. In the event the reservations, restrictions or easements of record disclosed by said title commitment is, in the sole discretion of Buyer, deemed unreasonable, Seller shall have forty-five (45) days from the date Seller is notified in writing of such unreasonableness of restriction and such unmarketability of title, to remedy such objections. If Seller resolves such restrictions and remedies the title (by obtaining satisfactory title insurance or otherwise) within the time specified, Buyer agrees to complete this sale as herein provided, within ten (10) days of written notification thereof. If Seller fails to resolve such restrictions or remedy the title within the time above specified or fails to obtain satisfactory title insurance, this Agreement will be terminated at Buyer's option. The premium for the owner's title policy shall be paid by Seller.

5. **Covenant to Construct Improvements and Use.** Buyer acknowledges that, as part of the consideration inuring to the City, Buyer covenants and agrees to construct on the

premises a single-family home, up to all codes, within eighteen (18) months of the closing of this transaction. Buyer may only remove those trees necessary for construction of the home and driveway. The home shall be substantially completed within eighteen (18) months and, in the event said substantial completion has not occurred, or the restriction of this paragraph relating to tree removal is violated, in the sole judgment of the City, the property and all improvements then installed shall revert in title to the City, without any compensation or credit to Buyer. Buyer further covenants that the home shall be owner occupied for five (5) years after the closing. The covenants in this paragraph shall survive the closing and run with the land.

6. **Survey.** Buyer at its own expense may obtain a survey of the Premises, and Buyer or its surveyor or other agents may enter the Premises for that purpose prior to Closing. If no survey is obtained, Buyer agrees that Buyer is relying solely upon Buyer's own judgment as to the location, boundaries and area of the Premises and improvements thereon without regard to any representations that may have been made by Seller or any other person. In the event that a survey by a registered land surveyor made prior to closing discloses an encroachment or substantial variation from the presumed land boundaries or area, Seller shall have the option of effecting a remedy within thirty (30) days after disclosure, or tendering Buyer's deposit in full termination of this Purchase Agreement, and paying the cost of such survey. Buyer may elect to purchase the Premises subject to said encroachment or variation.

7. **Condition of Premises and Examination by Buyer.** NO IMPLIED WARRANTIES OF HABITABILITY, QUALITY, CONDITION, FITNESS FOR A PARTICULAR PURPOSE, OR ANY OTHER IMPLIED WARRANTIES SHALL OPERATE BETWEEN SELLER AND BUYER, AND BUYER EXPRESSLY WAIVES ANY AND ALL SUCH IMPLIED WARRANTIES. BUYER UNDERSTANDS AND AGREES THAT THE PREMISES ARE TAKEN "AS IS," SUBJECT TO THE EXPRESS COVENANTS, CONDITIONS AND/OR EXPRESS WARRANTIES CONTAINED IN THIS PURCHASE AGREEMENT. BUYER FURTHER SAYS THAT HE HAS PERSONALLY INSPECTED THE PREMISES AND IS SATISFIED WITH THE CONDITION OF THE LAND, AND THE BUILDINGS AND IMPROVEMENTS THEREON, AND THAT THE PROPERTY IS BEING PURCHASED AS A RESULT OF SUCH INSPECTION AND INVESTIGATION AND NOT DUE TO ANY REPRESENTATIONS MADE BY OR ON BEHALF OF SELLER. SELLER KNOWS OF NO HAZARDOUS SUBSTANCES OR CONTAMINATION, AND BUYER WAIVES ANY CLAIM AGAINST SELLER IN THE EVENT SUCH SUBSTANCES ARE FOUND.

8. **Real Estate Commission.** Buyer and Seller both acknowledge and agree that neither has dealt with any real estate agents, brokers or salespersons regarding this sale, and that no agent, broker, salesperson or other party is entitled to a real estate commission upon the closing of this sale. Buyer and Seller both agree to indemnify and hold the other harmless from any liability, including reasonable attorney fees, occasioned by reason of any person or entity asserting a claim for a real estate commission arising from actions taken by the other party.

9. **Closing.** The closing date of this sale shall be on or before _____, 2002 ("Closing"). The Closing shall be conducted at Transnation Title Insurance Company, 570 Seminole Road, Ste. 102, Muskegon, MI 49444. If necessary, the parties shall execute an IRS closing report at the Closing.

10. **Delivery of Deed.** Seller shall execute and deliver a quit claim deed to Buyer at Closing for the Premises.

11. **Affidavit of Title.** At the Closing, Seller shall deliver to Buyer an executed Affidavit of Title.

12. **Date of Possession.** Possession of Premises is to be delivered to Buyer by Seller on the date of Closing.

13. **Costs.** Seller shall be responsible to pay the Michigan transfer tax, if any, in the amount required by law. In addition, Seller shall be responsible to pay for the recording of any instrument that must be recorded to clear title to the Premises, to the extent required by this Agreement.

Buyer shall pay for the cost of recording the deed to be delivered at Closing.

14. **General Provisions.**

a. **Paragraph Headings.** The paragraph headings are inserted in this Agreement only for convenience.

b. **Pronouns.** When applicable, pronouns and relative words shall be read as plural, feminine or neuter.

c. **Merger.** It is understood and agreed that all understandings and agreements previously made between Buyer and Seller are merged into this Agreement, which alone fully and completely expresses the agreement of the parties.

d. **Governing Law.** This Agreement shall be interpreted and enforced pursuant to the laws of the State of Michigan.

e. **Successors.** All terms and conditions of this Agreement shall be binding upon the parties, their successors and assigns.

f. **Severability.** In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of this Agreement, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision(s) had never been contained herein.

g. **Survival of Representations and Warranties.** The representations, warranties, covenants and agreements contained in this Agreement and in any instrument provided for herein shall survive the Closing and continue in full force and effect after the consummation of this purchase and sale.

h. **Modification of the Agreement.** This Agreement shall not be amended except by a writing signed by Seller and Buyer.

The parties have executed this Real Estate Purchase Agreement the day and year first above written.

WITNESSES:

Irene Dempsey
Irene Dempsey
Margaret Platt
Margaret Platt

SELLER: CITY OF MUSKEGON

By [Signature]
Stephen J. Warrington, Mayor
Gail A. Kunderger
Gail A. Kunderger, MMC, Clerk

BUYER:

SSL PROPERTIES, LLC, a Michigan
limited liability company

By [Signature]
Scott Langlois
Its Member
EIN No.: _____

2002-123 (i)
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 **SSL PROPERTIES, LLC**, a Michigan limited liability company, of 550 W. Norton Avenue, Muskegon, MI 49444,

the following described premises situated in the City of Muskegon, County of Muskegon, State of Michigan, to wit:

CITY OF MUSKEGON URBAN RENEWAL PLAT NO. 2,
Lots 428 and Westerly 38.84 feet of Lot 429
(1260 Ducey Avenue)

for the sum of Nine Thousand and no/100 Dollars (\$9,000.00).

PROVIDED, HOWEVER, Grantee, or its assigns, shall commence construction of one (1) single family home on the premises herein conveyed within eighteen (18) months after the date hereof. In default of such construction, title to the premises shall revert to the City of Muskegon free and clear of any claim of Grantee or its assigns. In addition, the City of Muskegon may retain the consideration for this conveyance free and clear of any claim of Grantee or its assigns. Buyer shall remove only those trees necessary for construction of the home and driveway. "Complete construction" means: (1) issuance of a residential building permit by the City of Muskegon; and, (2) in the sole opinion of the City of Muskegon's Director of Inspections, substantial completion of the dwelling described in the said building permit. In the event of reversion of title of the above-described premises, improvements made thereon shall become the property of Grantor. Provided, further, that Grantee covenants that the parcel described above shall be improved with not more than one (1) single family home, and it shall be owner-occupied for five (5) years after the date of this deed. These covenants and conditions shall run with the land.

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).

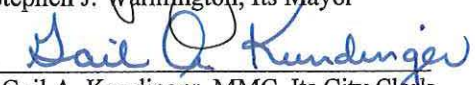
Dated this 12th day of November, 2002.

CITY OF MUSKEGON

By


Stephen J. Warmington, Its Mayor

and


Gail A. Kundinger, MMC, Its City Clerk

STATE OF MICHIGAN
COUNTY OF MUSKEGON

The foregoing instrument was acknowledged before me this 12th day of November, 2002,
by STEPHEN J. WARMINGTON and GAIL A. KUNDINGER, MMC, 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

Jo Ann M. Krulowski
Jo Ann M. Krulowski Notary Public
Muskegon County, Michigan
My Comm. Expires: 5-13-05

WHEN RECORDED RETURN TO: Grantees

SEND SUBSEQUENT TAX BILLS TO: Grantees

Clerk

TRANSACTION TITLE INSURANCE COMPANY
570 Seminole Road
Muskegon MI 49444

Date: November 15, 2002
Escrow Number: 422917

Property Address: 1260 Ducey
Muskegon, Michigan 49442

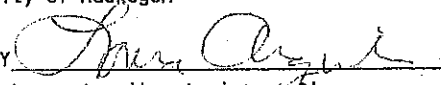
	SELLER'S STATEMENT	
	DEBIT	CREDIT
Purchase Price	\$	\$ 9,000.00
EXISTING LOAN		
Deposit of earnest money	400.00	
CLOSING FEES	150.00	
OWNERS PREMIUM	190.00	
Real Estate Commission		
Sub Total	\$ 740.00	\$ 9,000.00
Amount due Seller	\$ 8,260.00	
TOTALS	\$ 9,000.00	\$ 9,000.00

The undersigned Sellers acknowledge Receipt of a copy of this statement and agree to the correctness thereof, and ratifies the disbursement of the funds as stated therein.

Seller(s) Signature(s):

City of Muskegon

BY


Lonna Anguilm, Assistant Planner

AFFIDAVIT OF TITLE

STATE OF MICHIGAN
COUNTY OF Muskegon

} SS

Title Commitment # 422917

That City of Muskegon a Municipal Corporation being first duly sworn on oath says that they are the true and lawful owner(s) of the premises located at:

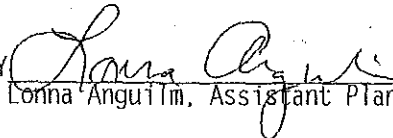
1260 Ducey
Muskegon, Michigan 49442

AND

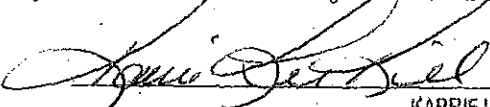
1. That on this date hereof there is no mechanic's lien on the property and that no work has been done, or materials furnished, out of which a mechanic's lien could ripen.
2. That no agreement is in effect which would adversely affect the title to the property such as a purchase agreement, lease, land contract, option, etc. other than the contract with the grantees in a certain deed of even date hereof.
3. That the parties in possession other than the affiant(s) are bona fide tenants only and have no other interest in the premises whatsoever.
4. That there are no judgments or liens against affiant(s), including income tax liens, adversely affecting the title to said property.
5. That there are no unpaid taxes, special assessments or water bills outstanding other than those shown on the closing statement.
6. That any overlooked, unknown, or misquoted taxes, special assessments, water bills, mortgage deficiencies, etc. shall be immediately paid by affiant(s) as soon as informed of such.

Seller(s):

City of Muskegon

BY 
Lonna Anguilm, Assistant Planner

Subscribed and sworn to, before me a Notary Public, this 15th day of November, 2002


Notary Public KARRIE LEE KIEL
Notary Public, Muskegon County, MI
My Commission Expires Jul 4, 2004
My Commission Expires: _____

FILE # 422917
DATE: November 15th 2002
PROPERTY ADDRESS: 1260 Ducey

The undersigned hereby acknowledge receipt of a Request to Rescind/Withdraw Homestead Exemption form (Michigan Department of Treasury Form No. 2602) as same is required by Public Act 237 of 1994.

Please check one of the following:

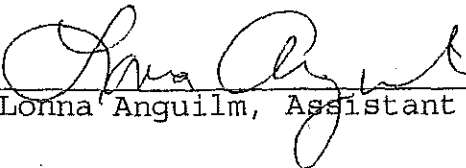
N/A The undersigned do not request Transnation Title Insurance Company to file the form on their behalf.

N/A The undersigned have fully and properly completed the forms and request that Transnation Title Insurance Company file the form with the appropriate local tax collecting unit. The undersigned acknowledge and agree that the Company will mail the form by first class mail, and that the Company shall not be liable in the event that any of the information provided on said form is inaccurate or incomplete, or in the event that said form is not received or properly processed by the local tax collecting unit.

SELLER(S) :

City of Muskegon

BY


Lonna Anguilm, Assistant Planner

MUSKEGON REAL ESTATE BOARD
ADDENDUM TO BUY and SELL AGREEMENT

Date: November 15, 2002,

Office of Phone REALTOR, MUSKEGON, MI

1. Addendum to Buy Sell Agreement dated covering property at 1260 Ducey, Muskegon, Michigan 49442 and legally described as:

Lots 431 and the West 38.84 feet of Lot 429, Muskegon Urban Renewal Plat No. 2, as recorded in Liber 19 of Plats, Pages 13-15, inclusive, Muskegon County Records.

2. This Addendum to be an integral part of attached Buy and Sell Agreement, which is amended as follows:

Closing date shall be November 15, 2002. Seller has received \$400 earnest deposit from the buyer. Seller will pay title company closing fee.

3. RECEIPT IS ACKNOWLEDGED BY BUYER of a copy of this Agreement.

Witness

SSL Properties, LLC

BY

Scott Langlois, Member

4. RECEIPT IS ACKNOWLEDGED BY SELLER of a copy of this Agreement.

Witness

City of Muskegon

BY

Lonna Anguilm, Assistant Planner

SURVEY WAIVER

Date: November 15, 2002

RE: 422917

To: TRANSNATION TITLE INSURANCE COMPANY

570 Seminole Road

Muskegon MI 49444

Property Address:

1260 Ducey

Muskegon, Michigan 49442

County: Muskegon

We, the undersigned, purchasers and sellers, of the above captioned property, acknowledge we have been strongly advised by you to obtain a land survey showing the dimensions of the property and the location of all buildings situated thereon.

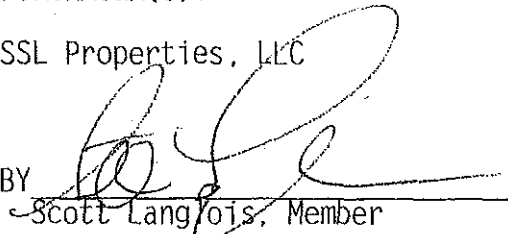
We have decided, completely of our own volition, not to obtain a survey and wish to complete the transaction without the recommended survey.

We hereby release TRANSNATION TITLE INSURANCE COMPANY and City of Muskegon, its employees and/or agents, from any responsibility and/or liability concerning or pertaining to survey matters, including, but not limited to size of lot or land, location of boundary line, location of building and encroachments.

PURCHASER(S):

SSL Properties, LLC

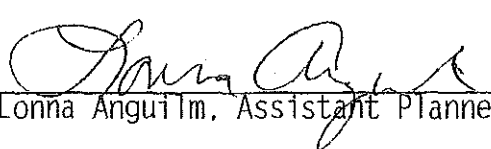
BY


Scott Langlois, Member

SELLER(S):

City of Muskegon

BY


Lonna Anguilm, Assistant Planner

2002-123(j)

Commission Meeting Date: November 12, 2002

Date: October 28, 2002
To: Honorable Mayor & City Commission
From: Planning & Economic Development Department
RE: Extension of Option to Purchase Buildable Large Vacant Lots in Jackson Hill Neighborhood for Finlay Properties, Inc. for Senior Housing Development

SUMMARY OF REQUEST:

Due to a delay in approval of MSHDA funding for this project, Findlay Properties, Inc. has requested an extension to their option agreement to purchase two large parcels of vacant land in Jackson Hill Neighborhood (designated as parcel numbers 24-205-020-0008-00 and 24-205-0019-0012-20). The approval of the funding was delayed longer than expected and consequently some other issues must be cleared up before closing. Two such issues are the vacation of McLaren Street and site-plan approval, which still needs to go before the Planning Commission and City Commission for approvals.

FINANCIAL IMPACT:

Now that the funding has been secured, the sale of these lots for construction of a senior housing development will generate additional tax revenue for the City originally through a PILOT, but it eventually will be placed back on the property 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 said option agreement extension.

COMMITTEE RECOMMENDATION:

10/28/02

EXTENSION OF OPTION AGREEMENT

THIS AGREEMENT is made November 12, 2002, between the **City of Muskegon** ("Owner") of 933 Terrace Street, Muskegon, Michigan 49440, and **Finlay Development, LLC**, a Florida limited liability company, ("Purchaser") of 4300 Marsh Landing Boulevard, Suite 101, Jacksonville Beach, Florida, with reference to the following facts:

RECITALS

A. Owner owns parcels of real property located in the City of Muskegon, County of Muskegon, State of Michigan, as legally described on attached **Exhibit A**, together with all easements, rights-of-way, and appurtenances thereto ("Property").

B. Owner and Purchaser executed an Option Agreement dated March 12, 2002.

C. In consideration of Purchaser investing time and money to investigate development of the site, but Purchaser needing more time to investigate, Owner is willing to grant an extension of the exclusive option to purchase the Property according to the terms and conditions set forth in this Option Agreement.

THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES SET FORTH HEREIN AND OTHER GOOD AND VALUABLE CONSIDERATION, THE RECEIPT AND ADEQUACY OF WHICH IS ACKNOWLEDGED, THE PARTIES AGREE AS FOLLOWS:

1. Paragraph 2 of the Option Agreement shall be revised as follows:

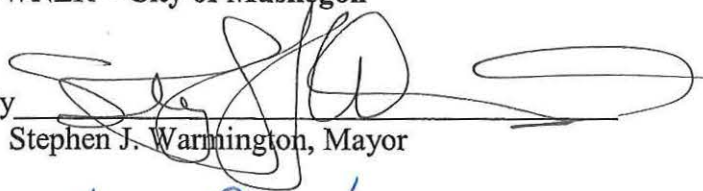
2. **Period of Option.** This Option shall remain open, irrevocable and subject to exercise at any time from the day this option is executed by Purchaser until 5:00 p.m., February 28, 2003 ("Option Period"). After said date and time the option shall terminate.

2. In all other respects the Option Agreement dated March 12, 2002 shall remain in full force and effect.

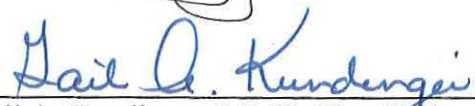
Signatures are on the next page.

OWNER – City of Muskegon

By


Stephen J. Warrington, Mayor

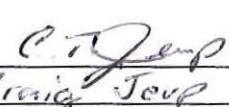
By


Gail A. Kunderger, MMC, City Clerk

Date: 11-12-02

PURCHASER – Finlay Development, LLC

By


Craig Teep

Title:

V.P.

Date: Nov. 22, 02

EXHIBIT A

Legal Description

The South 44 feet of Lot 7, all of Lots 8 and 9, and that part of Lot 10 lying West of McLaren Street, all in Block 20; also Lots 2 except the Northerly 66 feet and 3 of Block 21; also the South 108.35 feet of Lot 9 of Block 19; also Lot 12 except the North 99 feet of the East 132 feet of the said Lot 12, Block 19; also that part of Lot 10, Block 20 lying East of McLaren Street, all in the Revised Plat of 1903 of the City of Muskegon, in the County of Muskegon, State of Michigan.

AGENDA ITEM NO. 2002-123-(K)

CITY COMMISSION MEETING 11/12/02

TO: Honorable Mayor and City Commissioners

FROM: Bryon L. Mazade, City Manager

DATE: October 28, 2002

RE: Environmental Assessment

SUMMARY OF REQUEST:

To enter into a contract with Environmental Resources Management (ERM) to conduct a Phase I Environmental Site Assessment on the former Muskegon Mall parking lots. This is necessary prior to purchase of the lots.

FINANCIAL IMPACT:

Phase I is \$3,000. There will be additional costs if a Phase II assessment is required.

BUDGET ACTION REQUIRED:

A budget adjustment will be required to accommodate this expense.

STAFF RECOMMENDATION:

To approve the contract with ERM.

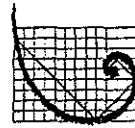
COMMITTEE RECOMMENDATION:

**Environmental
Resources
Management**

3352 128th Avenue
Holland, MI 49424-9263
(616) 399-3500
(616) 399-3777 (fax)

21 October 2002

Mr. John Schrier
Parmenter O'Toole
175 W. Apple Avenue
P.O. Box 786
Muskegon, Michigan 49443



ERM.

Re: Phase I Environmental Site Assessment
Muskegon Mall Parking Lots

Dear Mr. Schrier:

Environmental Resources Management, Inc. (ERM) is pleased to provide you with this proposed scope of services and quote for a Phase I Environmental Site Assessment (ESA) for the above-referenced property. We understand that the site is used for the mall parking lot, which is bounded by Morris to Clay/Terrace to Third, with the exception of the parking lot at the east end of the mall. We understand that no structures are associated with the property.

ERM APPROACH

Based upon historic information available to ERM, and the 21 December 2001 Phase I ESA prepared by EBI Consultants on the entire mall property, ERM believes that "recognized environmental conditions" will be associated with the property. At a minimum, a former filling station near Second and Clay Avenues will warrant further assessment. However, to provide you with a complete scope of work for the entire property, ERM proposes to conduct a preliminary assessment to determine what other RECs may be associated with the site.

Within 10 days of receiving approval to proceed, ERM would conduct a historical review and site inspection consistent with the ASTM Standard E 1527-00 *Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process* to identify possible conditions that may warrant Phase II assessment. These conditions, if any, would be communicated to you along with a scope of work to complete the Phase II investigation. If a Phase II investigation is necessary, the final Phase I report will be combined with the Phase II report. If the initial assessment indicates no RECs are associated with the property, the Phase I ESA report will be completed.

SCOPE OF WORK

The project scope of work will include the following task items:

Task 1 - Regulatory Review

ERM will conduct a regulatory review using readily available environmental databases for the geographical area in question. The report will contain a map showing the locations of off-site environmental concerns within a radius specified by, at a minimum, ASTM Standard E 1527-00.

From the database review, ERM will seek, as necessary and appropriate, additional information from governmental agencies either by in-person visits or by telephone. This additional information could include outstanding issues on environmental conditions at the site and neighboring properties, local geology and hydrogeology, existing ground water monitoring data, and knowledge of any environmental problem areas. The names of agency contacts, if any, will be identified in the final report.

Task 2 - Site History

The ASTM standard prescribes an identification of all obvious uses of the subject property from the present back to the first developed use or to 1940, whichever is earlier. Only those standard historical sources considered necessary and reasonably obtainable need to be checked. Methods of determining past site history and uses of the property will be used as appropriate to establish the history of the property. This information could include (as available at the time of our assessment): aerial photographs, historical fire insurance maps, historical archives, historical USGS topographic maps, city street or business directories, and tax records.

Task 3 - On-Site Inspection

ERM will visit the site and inspect the property to assess current conditions and note any obvious areas of potential concern. During the on-site inspection, the property and site building(s), will be traversed and observations made for the presence or evidence of:

- Areas of dead, distressed, or dying vegetation, if vegetated;
- Seeps;

- Oil slicks or discoloration on surface soils;
- Discernible chemical odors;
- Hazardous substances and hazardous substance containers;
- Solid or liquid waste disposal or storage areas;
- Recent soil disturbances such as grading or filling, etc.;
- Presence of equipment containing PCBs, their status and condition;
- Wastewater discharges and outfalls;
- Presence of any underground or aboveground storage tanks;
- Waste disposal and waste disposal practices;
- Presence and use of pits, sumps, and floor drains; and
- Presence of wetlands, standing water, and/or saturated soil conditions.

During the on-site inspection, ERM will observe adjoining properties and the local area for their potential to environmentally impact the subject property. ERM will document the current condition of the subject property, adjoining properties and local area with photographs. Property environmental records, reasonably obtainable at the time of the site visit, will be reviewed and copies will be included in the Phase I report, if appropriate.

Task 4 - Report of Findings

ERM will provide a summary report that details the findings of the preliminary Phase I ESA. If RECs are identified that warrant Phase II investigation, the preliminary report will provide a scope and budget for the Phase II tasks. If no RECs are identified that warrant Phase II investigation, a Phase I ESA report consistent with the ASTM standard will be prepared.

ESTIMATED COST

Based upon the above scope of services, the estimated probable cost to perform the services is \$3,000. Only those costs incurred by ERM will be charged, but they will not exceed the estimated probable cost without your prior written approval.

To avoid misunderstanding, it should be emphasized that the estimated probable cost is a budget estimate, based upon our present knowledge of the project, which is believed sufficient to cover the services described herein, but no guarantee is made or implied with respect to the actual

cost of performing the project. The terms and conditions under the 3 July 2002 ERM/Parmenter O'Toole Master Consulting Agreement will govern this project.

Changes in the scope of work that have a material effect on the budget or significantly alter the schedule will be communicated verbally and in writing to you for your approval.

To authorize our services as stated in this proposal, please sign and return the attached Work Authorization form. Please feel free to contact Tom O'Connell at (616) 738-7340 if you have any questions regarding the proposed work. We appreciate the opportunity to be of service to Parmenter O'Toole on this project.

Sincerely,



Thomas P. O'Connell, P.E.
Principal-in-Charge

PMS: aem/TPO
Attachment
cc: File

2002-123 (k)

WORK AUTHORIZATION

Title: Phase I Environmental Site Assessment

Site: Muskegon Mall Parking Lots

Date: 10/21/02

The above-referenced offer to perform services, as outlined in ERM's proposal, is hereby agreed to and accepted. It is further agreed and accepted that if a purchase order is issued in connection with this authorization, the terms and conditions as contained and/or referenced in ERM's proposal and/or contract shall govern unless otherwise mutually agreed in writing, and further that any reverse-side purchase order terms and conditions are hereby expressly excluded.

Signature: Beyon L. Mazade

Printed Name: Beyon L. MAZADE

Title: CITY MANAGER

For: City of Muskegon

Date: 11-14-02

Purchase Order Number: _____

2002-123(m)

Date: October 30, 2002
To: Honorable Mayor and City Commissioners
From: Ric Scott
RE: Great Lakes Dock & Material Lease Agreement

SUMMARY OF REQUEST:

To authorize the Mayor and Clerk to sign a lease agreement with Great Lakes Dock & Materials to use the deep boat well at the Amoco Property

FINANCIAL IMPACT:

None

BUDGET ACTION REQUIRED:

None

STAFF RECOMMENDATION:

Approve

COMMITTEE RECOMMENDATION:

Leisure Services Board Recommends approval

Affirmative Action
231/724-6703
FAX/722-1214

Assessor
231/724-6708
FAX/726-5181

Cemetery
231/724-6783
FAX/726-5617

Civil Service
231/724-6716
FAX/724-4405

Clerk
231/724-6705
FAX/724-4178

Comm. & Neigh.
Services
231/724-6717
FAX/726-2501

Engineering
231/724-6707
FAX/727-6904

Finance
231/724-6713
FAX/724-6768

Fire Dept.
231/724-6792
FAX/724-6985

Income Tax
231/724-6770
FAX/724-6768

Info. Systems
231/724-6744
FAX/722-4301

Leisure Service
231/724-6704
FAX/724-1196

Manager's Office
231/724-6724
FAX/722-1214

Mayor's Office
231/724-6701
FAX/722-1214

Inspection Services
231/724-6715
FAX/726-2501

Planning/Zoning
231/724-6702
FAX/724-6790

Police Dept.
231/724-6750
FAX/722-5140

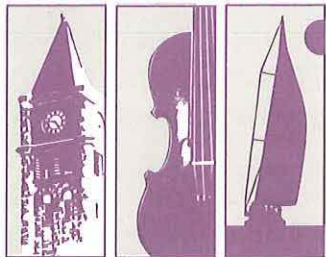
Public Works
231/724-4100
FAX/722-4188

Treasurer
231/724-6720
FAX/724-6768

Water Billing Dept.
231/724-6718
FAX/724-6768

Water Filtration
231/724-4106
FAX/755-5290

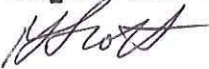
MUSKEGON



West Michigan's Shoreline City

Date: October 30, 2002

To: Honorable Mayor and City Commissioners

From: Ric Scott 

Re: Great Lakes Dock & Materials Lease Agreement

Great Lakes Dock & Materials has requested use of the deep well at the Amoco property to temporarily store barges and other marine equipment from time to time. At their meeting on May 20, the Leisure Services Board approved the request.

The agreement runs through December of 2003. Great Lakes would pay the city \$1 for the lease, but also commits to keeping the channel open at the Grand Trunk property. The only deep water from the launch ramp at the Grand Trunk property is the channel that was developed by Great Lakes for the Marina.

I would ask that you authorize the Mayor and Clerk sign the agreement.

Thank you for your consideration.

2002-123 (m)
LEASE AGREEMENT

This Lease is entered into on the 28 day of October, 2002 between City of Muskegon, P.O. Box 536, Muskegon, Michigan 49443-0536 ("Landlord") and Great Lakes Dock & Material of 1920 Lakeshore Drive, Muskegon, Michigan 49441 ("Tenant").

Landlord and Tenant agree as follows:

1. **Lease of Property.** Landlord owns the property, commonly referred to as the Amoco Tank Farm, described on Exhibit A. Landlord leases to Tenant and Tenant leases from Landlord the barge slip highlighted in attached Exhibit A ("Property").
2. **Term.** The term of the Lease shall commence upon the execution of this Lease and end on December 31, 2003 (the "Term"), unless sooner terminated according to the terms of this Lease.
3. **Rent.** Tenant shall pay Landlord \$1 and commits to maintain the entrance channel of Great Lakes Marina, which is used for the Grand Trunk Public Launch Ramp.
4. **Use of Property / Indemnity.** Tenant shall use the Property only as a mooring area. In addition, Tenant agrees as follows:
 - a. Tenant shall not use the Property, or permit the Property to be used, in a manner that may be dangerous or that constitutes a violation of any applicable law, order, ordinance, or regulation, specifically including any zoning ordinances and shall not seek to avoid such by claiming to be exempt from such; including environmental laws and regulations. Tenant, its successors and assigns agree to jointly and severally indemnify, defend, reimburse, and to release and hold harmless Landlord, its officers, employees, representatives, and assigns from and against any and all environmental claims, releases, damages and any other event arising in any manner whatsoever from any hazardous substance, including any violation of any environmental requirements pertaining to the use of hazardous substances; and/or any non-performance or violation of any obligation of Tenant under this Agreement. The obligations of Tenant under this Section shall include, but not be limited to, the burden and expense of defending all claims, suits, and administrative proceedings, even if such claims, suits, or proceedings are groundless, false, or fraudulent, and conducting all negotiations of any description, and paying and discharging, when and as the same become due, any and all judgments, penalties or other sums due against such indemnified persons. Tenant agrees to reimburse Landlord for any costs of investigation or defense of any claim, including attorney fees for violation of this section.
 - b. Tenant shall not commit any waste in the Property, permit any objectionable noise or odor to be emitted, or disturb others.

c. Tenant shall at its expense promptly comply with (i) all laws, ordinances, orders or regulations affecting its use or occupancy of the Property or any alterations it has made to the Property, specifically including zoning ordinances and shall not seek to avoid such by claiming to be exempt from such requirements and (ii) the recommendations of any insurance company, inspection bureau or similar agency with respect to the Property.

5. **Condition of Property; Representations.** Tenant accepts the Property "AS IS", in its existing condition. Except as Landlord and Tenant may otherwise agree in writing, Tenant's entry into possession shall constitute conclusive evidence against Tenant that it has inspected the Property and found them to be in good order and satisfactory condition. Neither Landlord nor Landlord's agents have made any representations or promises with respect to the physical conditions of the Property or any other portion of the Property or any other matter pertaining to the Property or the Property.

6. **Quiet Enjoyment.** Landlord covenants that upon Tenant's paying the Rent and observing and performing all the terms of this Lease, Tenant may peaceably and quietly enjoy the Property.

7. **Alterations by Tenant.** Tenant shall not make any alterations, improvements, additions or physical changes ("Alterations") to the Property.

8. **Additional Construction by Landlord.** Landlord reserves the right at any time to make alterations, expansions or additions to the Property, provided such activities do not interfere with Tenant's ability to carry on its normal business operations nor result in a reconfiguration of the Property such that the Property become unusable to Tenant.

9. **Indemnification.** Tenant shall indemnify Landlord against and hold it harmless from any and all liabilities, obligations, damages, penalties, claims, costs and expenses, including reasonable attorneys' fees, paid or incurred as a result of or in connection with (i) the carelessness, negligence or improper conduct of Tenant, any subtenant, or any of their agents, contractors, employees, customers invitees, or licensees, or (ii) any breach by Tenant, any subtenant, or any of their agents, contractors, employees, customers, invitees or licensees, of any covenant or condition of this Lease.

10. **Insurance and Indemnity.**

a. **Hold Harmless Agreements.** To the fullest extent permitted by law, Landlord and Tenant agree to defend, pay in behalf of, indemnify, and hold harmless the Landlord, its elected and appointed officials, employees, volunteers, and others working on behalf of the Landlord against all claims, demands, suits, or loss, including all costs connected therewith, and for any damages which may be asserted, claimed or recovered against or from the Landlord, its elected and appointed officials, employees, volunteers, or others working on behalf of the Landlord, by reason of personal injury, including bodily injury and death, property damage, including loss of use thereof, and/or the effects of or release of toxic and/or hazardous material which arises out of or is any way connected or associated with this contract. The obligation to defend and hold harmless extends to Landlord's employees, agents, subcontractors, assigns and successors.

b. Contractor Insurance Requirement. Landlord and Tenant shall not commence work under this contract until obtaining the insurance required under this paragraph. All coverages shall be with insurance companies licensed and admitted to do business in the State of Michigan and Best Rated A VIII. All coverage shall be with insurance carriers acceptable to Landlord.

c. Workers' Compensation Insurance. The Landlord and Tenant shall procure and maintain during the life of this contract, Workers' Compensation Insurance, including Employers Liability Coverage, in accordance with all applicable Statutes of the State of Michigan.

d. Commercial General Liability Insurance. The Landlord and Tenant shall procure and maintain during the life of this contract, commercial general Liability Insurance on an "Occurrence Basis" with limits of liability not less than \$1,000,000 per occurrence and/or aggregate combined single limit, Personal Injury, Bodily Injury and Property Damage. Coverage shall include the following extensions: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractors Coverage; (D) Broad Form General Liability Extensions or equivalent; (E) Deletion of all explosion. Collapse and Underground (SCU) Exclusions, if applicable. 6FD

e. Motor Vehicle Liability. The Landlord shall procure and maintain during the life of this contract Motor Vehicle Liability Insurance, including Michigan No-Fault Coverages, with limits of liability of not less than \$1,000,000 per occurrence or combined single limit Bodily Injury and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles and all hired vehicles. 6FD

f. Additional Insured. Commercial General Liability and Motor Vehicle Liability Insurance, as described above, shall include an endorsement stating the following shall be "Additional Insureds": The Landlord, all elected and appointed officials, all employees and volunteers, all boards, commissions and/or authorities and board members, including employees and volunteers thereof. The endorsement adding the Landlord as additional insured shall read exactly as follows: "The City of Muskegon is hereby added as an additional insured ..."

g. Cancellation Notice. Workers' Compensation Insurance, Commercial General Liability Insurance and Motor Vehicle Liability Insurance, as described above, shall include an endorsement stating the following: "It is understood and agreed that Thirty (30) days Advance Written Notice of Cancellation, Non-Renewal, Reduction and/or Material Change shall be sent to: CITY OF MUSKEGON ENGINEERING DEPARTMENT".

h. Proof of Insurance Coverage. The Landlord and Tenant shall provide the Landlord at the time the contracts are returned by it for execution, certificates and policies endorsing the Landlord as additional insured as listed below:

- i. Two (2) copies of Certificate of Insurance for Workers' Compensation Insurance;
- ii. Two (2) copies of Certificate of Insurance for Commercial General Liability Insurance;
- iii. Two (2) copies of Certificate of Insurance for Vehicle Liability Insurance;
- iv. Original Policy, or original Binder pending issuance of policy, for Owner's and Contractor's Protective Liability Insurance;
- v. If so requested, Certified Copies of all policies mentioned above will be furnished.

i. If any of the above coverages expire during the term of this contract, the Landlord and Tenant shall deliver renewal certificates and/or policies to Landlord at least ten (10) days prior to the expiration date.

11. **Landlord's Remedies.** If Tenant defaults in the performance of any of the covenants or conditions which Tenant is required to observe and perform under this Lease for a period of 10 days following written notice of such failure, or if Tenant abandons or vacates the Property during the Term, or if Tenant is dissolved, then Landlord may, but need not, treat the occurrence of any one or more of the foregoing events as a breach of this Lease, and may, at its option, without notice or demand of any kind to Tenant or any other person, have any or more of the following remedies in addition to all other rights and remedies provided at law or in equity:

- a. Terminate this Lease and repossess the Property.
- b. Cure the default and recover the cost of curing as Additional Rent due on demand.
- c. In the event the Landlord takes any action to enforce the terms and conditions of this Lease, Landlord shall, in addition to any other remedies available to it, be entitled to collect from Tenant all of its costs incurred in connection with such enforcement including, but not limited to actual attorneys fees.

12. **Termination; Surrender of Possession.**

- a. Upon the expiration or termination of this Lease, Tenant shall:
 - i. Restore the Property to their condition at the beginning of the Term, ordinary wear and tear excepted, remove all of its personal property and trade fixtures from the Property and the Property and repair any damage caused by such removal;
 - ii. Surrender possession of the Property to Landlord: and

iii. If Tenant fails or refuses to restore the Property, Landlord may do so and recover its cost. Landlord may, without notice, dispose of any property of Tenant left upon the Property in any manner that Landlord chooses without incurring liability to Tenant or any other person. The failure of Tenant to remove any property from the Property shall forever bar Tenant from bringing any action or asserting any liability against Landlord with respect to such Property.

13. **Holding Over.** If Tenant remains in possession of the Property, or any part thereof, after the termination or expiration of this Lease, and such holding over continues for a period of more than 30 days, Tenant shall pay Landlord two times the amount of Rent which would have been due for a like period of occupancy during the Term. The provisions of this clause shall not operate as a waiver by Landlord of any right it may otherwise have.

14. **Assignment and Subletting.** Tenant shall not, without the express prior written consent of Landlord, which consent shall not be unreasonably withheld, assign this Lease (whether as security for an obligation or otherwise); permit any assignment by operation of law; sublet the Property or any part thereof; or permit the use of the Property by any party other than Tenant and its employees. No consent by Landlord to an assignment or subletting shall be construed to relieve Tenant from its obligations or from obtaining Landlord's written consent to any further assignment or subletting.

15. **Bankruptcy.**

a. If following the filing of a petition by or against Tenant in a bankruptcy court, Landlord shall not be permitted to terminate this Lease because of the provisions of Title 11 of the United States Code relating to Bankruptcy, as amended (the "Bankruptcy Code"), then Tenant (including Tenant as Debtor-in-Possession) or any trustee for Tenant agrees to promptly, but no later than 60 days after petition by Landlord to the bankruptcy court, assume or reject this Lease, and Tenant agrees not to seek or request any extension or adjournment of any petition to assume or reject this Lease by Landlord with such court. Tenant's, or the trustee's, failure to assume this Lease within the 60-day period shall be deemed a rejection. Landlord shall thereupon immediately be entitled to possession of the Property without further obligation to Tenant or the trustee, and this Lease shall be terminated, except that Landlord's right to damages for Tenant's default shall survive such termination.

b. Tenant or any trustee for Tenant may only assume this Lease if (i) it cures or provides adequate assurance that the trustee will promptly cure any default, (ii) it compensates or provides adequate assurance that the Tenant will promptly compensate Landlord for any actual pecuniary loss to Landlord resulting from Tenant's default, and (iii) it provides adequate assurance of future performance under this Lease by Tenant. In no event after the assumption of this Lease by Tenant or any trustee for Tenant shall any then-existing default remain uncured for a period in excess of 10 days. Adequate assurance of future performance of this Lease shall include, without limitation, adequate assurance (a) of the source of Rent required to be paid by Tenant, and (b) that assumption or permitted assignment of this Lease will not breach any provision of this Lease.

16. **Remedies Cumulative.** All rights and remedies of Landlord under this Lease shall be cumulative. The failure of either party to enforce any covenant or condition of this Lease shall not be deemed a waiver thereof of the right of either party to enforce each and every covenant and condition of this Lease. No provision of this Lease shall be deemed to have been waived unless such waiver shall be in writing and signed by the person against whom the waiver is claimed.

17. **Expenses of Enforcement.** The losing party shall pay all reasonable attorneys' fees and expenses incurred by the winning party in enforcing any provision of this Lease.

18. **Landlord's Access to Property.** Landlord may enter the Property at reasonable times upon reasonable notice for the purpose of inspecting or showing them, preventing waste, loss or destruction, enforcing any of its rights or powers under this Lease, or making such repairs or alterations as it is required or permitted to make. The obligations of Tenant under this Lease shall not be affected by any such entry.

19. **Miscellaneous.**

a. **Gender; Singular and Plural.** Whenever in this Lease words, including pronouns, are used in the masculine, they shall be read in the feminine or neuter whenever they so apply and vice versa, and words in this Lease that are singular shall be read as plural whenever the latter apply and vice versa.

b. **Notices.** All communications required under this Lease shall be in writing and shall be deemed to have been given if either delivered personally or mailed by certified or registered mail to a party at the addresses set forth on the first page of this Lease. The parties' addresses may from time to time be changed by written notice.

c. **Governing Law; Invalidation.** This Lease shall be governed by and construed in accordance with the laws of the State of Michigan. The invalidation of one or more terms of this Lease shall not affect the validity of the remaining terms.

d. **Amendment.** This Lease, including any exhibits or riders attached, represents the entire agreement between the parties. No oral or written, prior or contemporaneous agreements shall have any force or effect, and this Lease may not be amended, altered or modified unless done so by means of a written instrument signed by both parties.

e. **Successors and Assigns.** The covenants, conditions, and agreements contained in this Lease shall bind and inure to the benefit of Landlord and Tenant and, except to the extent prohibited, their respective successors and assigns.

f. **Covenants and Conditions.** All covenants and conditions contained in this Lease are independent of one another. All of the covenants of Tenant shall, at the option of Landlord, be construed as both covenants and conditions.

g. **Sale or Transfer of Property or Property.** Upon any sale or transfer, including any transfer by operation of law, of the Property, Landlord shall be relieved of

all subsequent obligations and liabilities under this Lease, provided that the new owner of the Property agrees to assume the Landlord's obligations under this Lease.

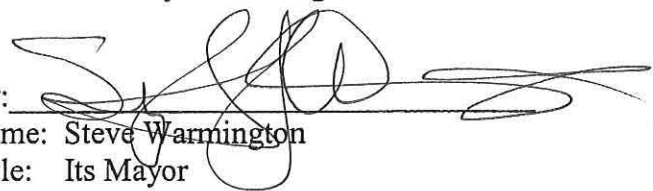
h. **Accord and Satisfaction.** Landlord may accept any check or payment of less than the full amount it is owed without prejudice to its right to recover the balance or to pursue any other remedy in this Lease.

i. **Brokers.** Landlord and Tenant represents and warrants that it has dealt with no broker in connection with this Lease.

j. **Consent.** Whenever the consent of Landlord is required under this Lease, it shall not be unreasonably withheld or delayed.

This Lease was executed on the date set forth above.

Landlord – City of Muskegon

By: 

Name: Steve Warmington

Title: Its Mayor

Date: November 12, 2002

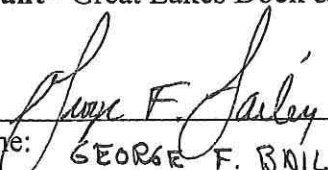
and by 

Name: Gail A. Kunding

Title: Its City Clerk

Date: November 12, 2002

Tenant - Great Lakes Dock & Material

By: 

Name: GEORGE F. BAILEY

Title: MEMBER

Date: October 28, 2002

Muskegon Lake

Amoco

1490
LAKE SHORE DR

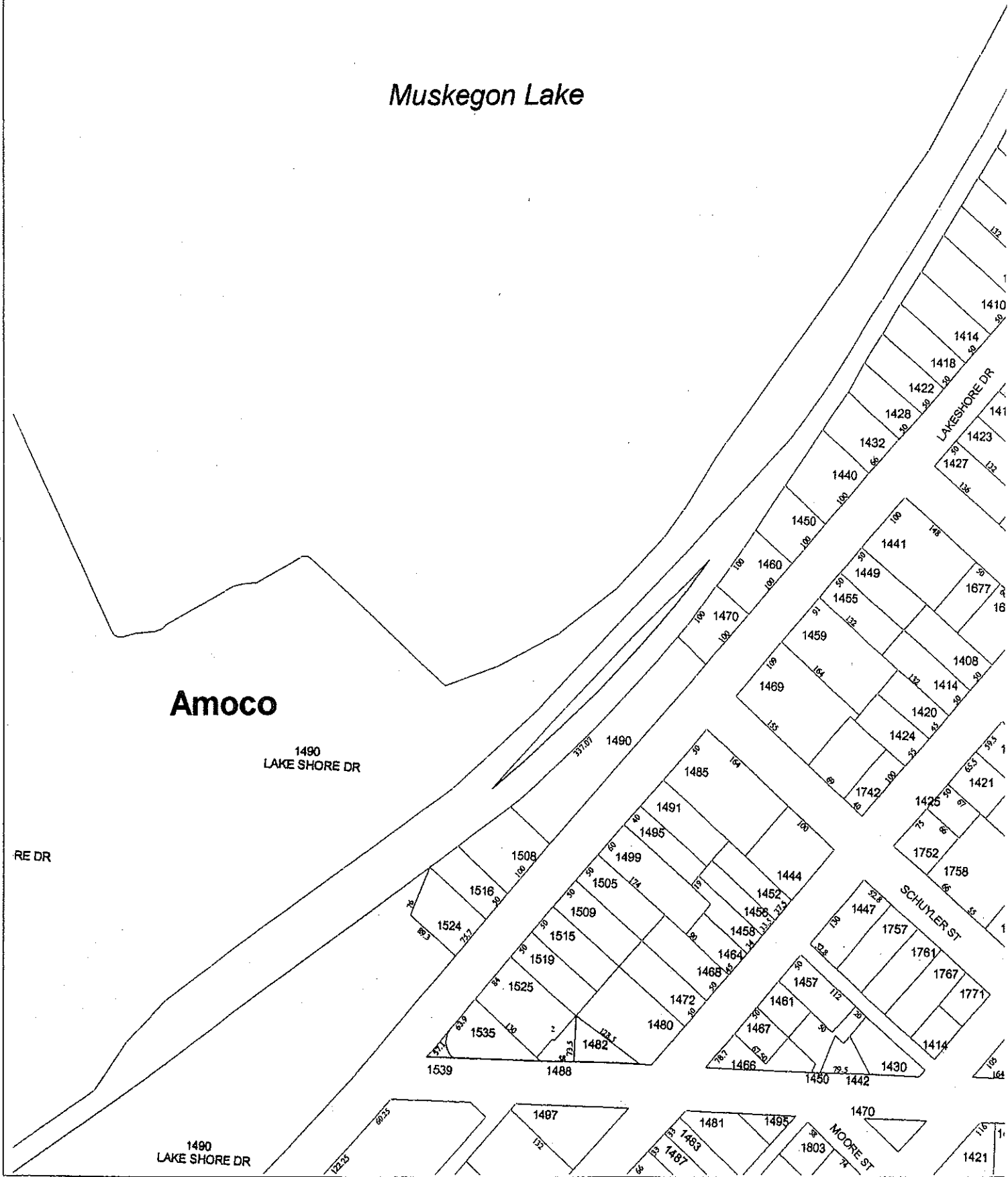
RE DR

1490
LAKE SHORE DR

LAKESHORE DR

SCHUYLER ST

MOORE ST



2002-123(n)

Date: November 12, 2002

To: Honorable Mayor and City Commissioners

From: Engineering

RE: Michigan Hazard Mitigation Grant Program (HMGP)

SUMMARY OF REQUEST:

To submit a grant application requesting funds to either replace the culvert behind the Butch's gas station or add a new one. This project is proposed to reduce if eliminate the ongoing flooding of Sherman. The estimate cost of the project is \$100,000.

FINANCIAL IMPACT:

The grant requires a match of 25% of the cost.

BUDGET ACTION REQUIRED:

None at this time

STAFF RECOMMENDATION:

To approve the project submittal and resolution.

COMMITTEE RECOMMENDATION:

2002-124 (f)

Date: November 5, 2002
To: Honorable Mayor and City Commission
From: Public Facilities - Sanitation
Re: Garbage Cart Purchase second shipment of 2002

SUMMARY OF REQUEST:

Authorization to purchase 504 garbage carts from Toter Incorporated Statesville North Carolina. (Other outlet are in California & Texas)
These are replacement carts for those in service for more than 12 years

FINANCIAL IMPACT:

Unit cost per cart \$44.37 (504 per truckload) = \$22,362.48

BUDGET ACTION REQUIRED:

This purchase to be charged to the 2002 sanitation budget
Account # 101-60523-5700 (capital outlay equipment)
Budgeted amount is \$25,000

STAFF RECOMMENDATION:

Staff recommends approval of the purchase

COMMITTEE RECOMMENDATION:

Date: October 22, 2002
To: Honorable Mayor and City Commissioners
From: Ric Scott *W. Scott*
RE: Gypsy Moth Program Contract

SUMMARY OF REQUEST:

To authorize the Mayor and Clerk to sign the 2003 Gypsy Moth Program Agreement with Muskegon County

FINANCIAL IMPACT:

Unknown

BUDGET ACTION REQUIRED:

None

STAFF RECOMMENDATION:

Approve

COMMITTEE RECOMMENDATION:

*out to
County for
sig.*

Affirmative Action
231/724-6703
FAX/722-1214

Assessor
231/724-6708
FAX/726-5181

Cemetery
231/724-6783
FAX/726-5617

Civil Service
231/724-6716
FAX/724-4405

Clerk
231/724-6705
FAX/724-4178

Comm. & Neigh.
Services
231/724-6717
FAX/726-2501

Engineering
231/724-6707
FAX/727-6904

Finance
231/724-6713
FAX/724-6768

Fire Dept.
231/724-6792
FAX/724-6985

Income Tax
231/724-6770
FAX/724-6768

Info. Systems
231/724-6744
FAX/722-4301

Leisure Service
231/724-6704
FAX/724-1196

Manager's Office
231/724-6724
FAX/722-1214

Mayor's Office
231/724-6701
FAX/722-1214

Inspection Services
231/724-6715
FAX/726-2501

Planning/Zoning
231/724-6702
FAX/724-6790

Police Dept.
231/724-6750
FAX/722-5140

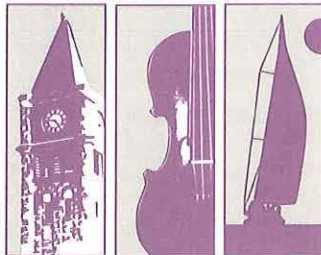
Public Works
231/724-4100
FAX/722-4188

Treasurer
231/724-6720
FAX/724-6768

Water Billing Dept.
231/724-6718
FAX/724-6768

Water Filtration
231/724-4106
FAX/755-5290

MUSKEGON



West Michigan's Shoreline City

Date: October 22, 2002
To: Honorable Mayor and City Commissioners
From: Ric Scott *[Signature]*
Re: Gypsy Moth Program Contract

For many years the County of Muskegon has overseen the spraying of Gypsy Moths when necessary. The City has participated in this program, but has not needed spraying for several years. At this time, I do not anticipate that any areas of the City will need spraying. However, I would recommend that we enter into the agreement so that if there are areas, we can get the benefit of the pricing from the County program.

Therefore, I would ask that you authorize the Mayor and Clerk sign the attached agreement.

Thank you for your consideration.

2002-129(1)

INTERGOVERNMENTAL AGREEMENT FOR MUSKEGON COUNTY GYPSY MOTH SUPPRESSION PROGRAM

This agreement is made and entered into this _____ day of _____, 2002, by and between **City of Muskegon** (hereinafter referred to as "Municipality"), and the **County of Muskegon** (hereinafter referred to as "County"), with respect to the establishment of an intergovernmental program for the year 2002-2003 for the purpose of managing gypsy moth populations and their subsequent effects, agree to mutually assist each other in the implementation of a comprehensive gypsy moth suppression program. This agreement is to ensure that appropriate commitment to the gypsy moth suppression program's goals and objectives are met by both parties.

County Responsibility

- A. County shall be responsible for general program administration.
- B. County shall be responsible for necessary field audits of areas requiring aerial spraying in accordance to Michigan Department of Agriculture (MDA) specifications and standards.
- C. County shall be responsible for required mapping of areas to be sprayed. This includes providing municipalities with copies of appropriate maps.
- D. County shall provide postage-paid, pre-printed post cards as property owner notification as required by MDA.
- E. County will contract with independent contractors for aerial spraying services.
- F. County will determine time and date for aerial spraying operations in accordance with MDA specifications.
- G. County will invoice Municipality for agreed costs of aerial spraying.

Municipality Responsibility

- A. Provide mailing labels for property owner notifications including a count of properties affected by the program (based on maps of areas to be sprayed as provided by County staff). Provide County staff with copies of mailing list for future survey purposes.
- B. Assist County staff in locating potential areas of infestation by providing County staff with maps indicating such areas (by October 20, 2000).
- C. Approve areas determined to be in accordance with MDA specifications

- D. Reimburse County for one-half (1/2) of the actual cost of spraying on a per acre basis. This will be based on actual acres sprayed, as digitized, minus any areas deleted due to property owner protest.

Financial Responsibility

The following is the financial responsibility by institution:

County: 50% of administrative costs

MDA: 50% of administrative costs, 50% of spray costs

Municipality: 50% of actual spray costs

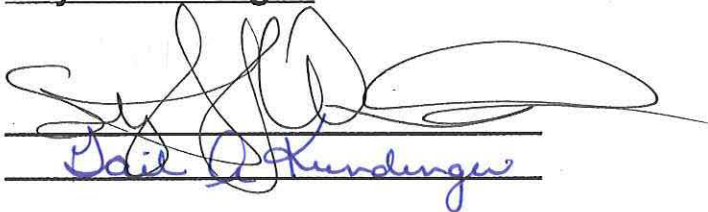
Hold Harmless Agreement

To the fullest extent permitted by law, the Municipality shall defend, indemnify, and hold harmless the County, its subsidiaries, departments, divisions, and agencies and their respective officials, officers, directors, employees, and agents from and against any and all liability, litigation, causes of action, and claims, by whomsoever brought or alleged and regardless of the legal theories upon which based, and from and against all losses, costs, expenses, and fees and expenses of attorneys and expert witnesses resulting therefrom on account of, relating to, or arising out of bodily injury to or death of any person or on account of damage to property, including loss of use thereof, arising or allegedly arising out of or resulting from the work. The foregoing indemnity of the County shall include, but is not limited to, claims alleging or involving the negligence of the Contractor, its subcontractors, or the joint negligence of the Contractor, its subcontractors, and or the County, but shall not extend to liability found by way of final judgement to have resulted from the sole negligence of the County.

Withdrawal from Program

The Municipality may withdraw from the program without penalty if notice of such action is received in writing by April 1, 2003. If no written notice is received, the Municipality will be responsible for any associated costs or penalties assessed to the County for withdrawing acres from the program in an untimely manner.

City of Muskegon



Dale A. Kundergen

County of Muskegon

Date: 10/10/02
To: Honorable Mayor and City Commission
From: Brett Kraley, Equipment Supervisor DPW
RE: Budgeted Vehicle Purchases

SUMMARY OF REQUEST: Approval to purchase three Dodge 1500 trucks.

FINANCIAL IMPACT: Total Cost \$45,614.34 for all three units.

BUDGET ACTION REQUIRED: None. We will be using funds still available for 2002.

STAFF RECOMMENDATION: Approve purchase of three Dodge 1500 trucks using The State Of Michigan Purchasing Contract.

Memorandum

To: Robert Kuhn
From: Brett Kraley
Date: 11/06/02
Re: Pick Up Trucks

The Equipment Division would like to ask the Commission for permission to use funds left in the equipment fund to move up the purchase of three Dodge 1500 trucks that are budgeted for 2003.

I have solicited bids from the local dealerships as well as the State Of Michigan Purchasing Contract to compare costs. The bids are as follows Lakeshore Dodge \$50,433.00, Duer Speet \$47,850.00, Family Motors \$45,855.00 and State Of Michigan Purchasing Contract \$45,614.34.

The bid from Family Motors is extremely close to the State Contract, but in accordance with established policy, we are requesting that we use The State Of Michigan Purchasing Contract.

[illegible]

Date: October 29, 2002
To: Honorable Mayor and City Commissioners
From: Ric Scott
RE: Leisure Services Master Plan of 2003

SUMMARY OF REQUEST:

To adopt the Leisure Services Master Plan of 2003

FINANCIAL IMPACT:

None

BUDGET ACTION REQUIRED:

None

STAFF RECOMMENDATION:

Approve

COMMITTEE RECOMMENDATION:

Leisure Services Board Recommends approval

Affirmative Action
231/724-6703
FAX/722-1214

Assessor
231/724-6708
FAX/726-5181

Cemetery
231/724-6783
FAX/726-5617

Civil Service
231/724-6716
FAX/724-4405

Clerk
231/724-6705
FAX/724-4178

Comm. & Neigh.
Services
231/724-6717
FAX/726-2501

Engineering
231/724-6707
FAX/727-6904

Finance
231/724-6713
FAX/724-6768

Fire Dept.
231/724-6792
FAX/724-6985

Income Tax
231/724-6770
FAX/724-6768

Info. Systems
231/724-6744
FAX/722-4301

Leisure Service
231/724-6704
FAX/724-1196

Manager's Office
231/724-6724
FAX/722-1214

Mayor's Office
231/724-6701
FAX/722-1214

Inspection Services
231/724-6715
FAX/726-2501

Planning/Zoning
231/724-6702
FAX/724-6790

Police Dept.
231/724-6750
FAX/722-5140

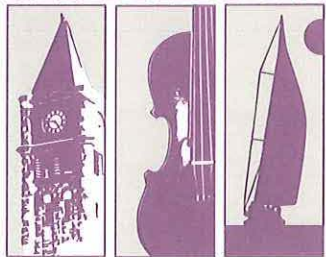
Public Works
231/724-4100
FAX/722-4188

Treasurer
231/724-6720
FAX/724-6768

Water Billing Dept.
231/724-6718
FAX/724-6768

Water Filtration
231/724-4106
FAX/755-5290

MUSKEGON



West Michigan's Shoreline City

Date: October 29, 2002
To: Honorable Mayor and City Commissioners
From: Ric Scott *[Signature]*
Re: Leisure Services Master Plan of 2003

A recreation and Parks master plan is required by the Michigan DNR to be eligible to receive grant funding. This year the City of Muskegon's five-year plan is up for renewal.

The Leisure Services Board has been systematically going through the plan since last spring. At their meeting on October 21st, the Board voted to recommend the attached plan to the City Commission.

The plan is a comprehensive study of what the city currently is doing in recreation and what facilities exist and their condition. It concludes with an action plan that provides a guideline for improving recreation and parks for the residents of the City of Muskegon.

The DNR requires that a public hearing be held to gather public input on the proposed plan. I would ask that after the hearing, that the City Commission adopt the Master plan.

Thank you for your consideration.

RESOLUTION NO. _____
MUSKEGON CITY COMMISSION

RESOLUTION ADOPTING THE MUSKEGON LESURE SERVICES MASTER PLAN OF
2003

- WHEREAS, the City Commission of the City of Muskegon has undertaken a Five Year Leisure Services Plan which describes the physical features, existing recreation facilities and the desired actions to be taken to improve and maintain recreation facilities during the period from 2003 and 2008, and
- WHEREAS, a public comment session was held November 12, 2003 at the Muskegon City Commission Chambers to provide an opportunity for citizens to express opinions, ask questions, and discuss all aspects of the Leisure Services Plan, and
- WHEREAS, the City Commission of the City of Muskegon has developed the plan for the benefit of the entire community and to adopt the plan as a document to assist in meeting the recreation needs of the community, and
- WHEREAS, after the public hearing, the City Commission of the City of Muskegon voted to adopt said Leisure Services Master Plan.

NOW, THEREFORE, BE IT RESOLVED, that the City Commission of the City of Muskegon hereby adopts the City of Muskegon Leisure Services Master Plan of 2003 as a guideline for improving recreation for the residents of the City of Muskegon.

Adopted this 12th day of November, 2002

AYES:

NAYS:

ABSENT:

I, Gail Kunding, the City of Muskegon Clerk, do hereby certify that the foregoing is a true and original copy of a resolution adopted by the City Commission of the City of Muskegon at a regular Meeting thereof held on November 12, 2002

BY _____
Steve Warmington, Mayor

ATTEST _____
Gail Kunding, City Clerk

TO: Honorable Mayor and City Commissioners

FROM: Engineering

DATE: NOVEMBER 12, 2002

RE: Public Hearing
Spreading of the Special Assessment Roll
BLACK CREEK RD, SHERMAN TO LATIMER

SUMMARY OF REQUEST:

To hold a public hearing on the spreading of the special assessment for Black Creek Rd. from Sherman to Latimer, and to adopt the attached resolution confirming the special assessment roll.

FINANCIAL IMPACT:

A total of \$55,762.98 would be spread against the twelve-(12) parcels abutting the project.

BUDGET ACTION REQUIRED:

None at this time.

STAFF RECOMMENDATION:

To approve the special assessment roll and adopt the attached resolution.

COMMITTEE RECOMMENDATION:

CITY OF MUSKEGON

Resolution No. 2002-125(b)

Resolution Confirming Special Assessment Roll

For BLACK CREEK RD., 528' S. OF OLTHOFF TO LATIMER

Properties Assessed: See Exhibit A attached to this resolution.

RECITALS:

1. The City Commission determined to create a special assessment district covering the Properties set forth in Exhibit A attached to this resolution on **July 9, 2002**, at the first hearing.
2. The City has reviewed the special assessment roll which purports to levy a special assessment in the said district, levying on each property a portion of the cost which has been determined to be appropriate, considering the improvements, the benefit to the assessed properties, and the policies of the City.
3. The City Commission has received final bids for the construction and/or installation of the improvements and determines it to be fair and reasonable.
4. The City Commission has heard all objections to the roll filed before or at the hearing.

THEREFORE, BE IT RESOLVED:

1. That the special assessment roll submitted by the Board of Assessors is hereby approved.
2. That the assessments levied may be made in installments as follows: annual installments over ten (10) years. Any assessment that is paid in installments shall carry interest at the rate of five (5) percent per annum to be paid in addition to the principal payments on the special assessment.

RESOLUTION CONFIRMING SPECIAL ASSESSMENT ROLL

FOR BLACK CREEK RD., 528' S. OF OLTHOFF TO LATIMER

Continued...

3. The Clerk is directed to endorse the certificate of this confirmation resolution and the Mayor may endorse or attach his warrant bearing the date of this resolution which is the date of confirmation.

This resolution passed.

Ayes: Schweifler, Shepherd, Spataro, Warmington, Buie, Gawron, Larson

Nays: None

City of Muskegon

By

Gail A. Kunding

Gail A. Kunding, City Clerk

CERTIFICATE

This resolution was adopted at a meeting of the City Commission, held on **November 12, 2002**. 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.

Further, I hereby certify that the special assessment roll referred to in this resolution was confirmed on this date, being **November 12, 2002**.

City of Muskegon

By

Gail A. Kunding

Gail A. Kunding, City Clerk

EXHIBIT A

BLACK CREEK FROM SHERMAN BLVD. TO LATIMER

SPECIAL ASSESSMENT DISTRICT

**All properties abutting that section of Black Creek Rd. from 563' S. of the Centerline of
Olthoff to Latimer**

BLACK CREEK RD., 528' S. OF OLTHOFF TO LATIMER

MAYOR'S ENDORSEMENT AND WARRANT

I, STEPHEN J. WARMINGTON, MAYOR OF THE CITY OF MUSKEGON, HEREBY
ENDORSE THE ABOVE CONFIRMATION RESOLUTION AND HEREBY WARRANT TO
THE CITY TREASURER THIS DATE THAT HE SHALL PROCEED TO COLLECT THE
ASSESSMENTS AT THE TIME AND IN THE MANNER SET FORTH ABOVE.

CITY OF MUSKEGON

BY


STEPHEN J. WARMINGTON

AFFIDAVIT OF MAILING

STATE OF MICHIGAN)
) SS
COUNTY OF MUSKEGON)

TO CONFIRM THE SPECIAL ASSESSMENT DISTRICT FOR :

H-1536 Black Creek, Sherman to Latimer

THE DEPONENT SAYS THAT THE NOTICE OF HEARING WAS SERVED UPON EACH OWNER OF OR PARTY IN INTEREST IN PROPERTY TO BE ASSESSED IN THE SPECIAL ASSESSMENT DISTRICT WHOSE NAME APPEARS UPON THE LAST TAX ASSESSMENT RECORDS OF THE CITY OF MUSKEGON BY MAILING SUCH NOTICE IN A SEALED ENVELOPE BY FIRST CLASS UNITED STATES MAIL, WITH POSTAGE PREPAID, ADDRESSED TO EACH SUCH OWNER OR PARTY IN INTEREST AT THE ADDRESS SHOWN ON SAID LAST TAX ASSESSMENT RECORDS BY DEPOSITING THEM IN AN OFFICIAL UNITED STATES MAIL RECEPTACLE ON THE 1st OF NOVEMBER, 2002



GAIL A. KUNDERGER, CITY CLERK

SUBSCRIBED AND SWORN TO BEFORE ME THIS
_____ DAY OF _____, 2002.

NOTARY PUBLIC, MUSKEGON COUNTY, MICHIGAN

MY COMMISSION EXPIRES _____

November 1st, 2002

OWNERS NAME
OWNERS ADDRESS
MUSKEGON, MI 49442

Property Parcel Number: 24-XXX-XXX-XXXX-XX at PARCEL ADDRESS

**NOTICE OF HEARING TO CONFIRM SPECIAL ASSESSMENT
ROLL**

Dear Property Owner:

The Muskegon City Commission has previously approved the project described below and will now consider final confirmation of the special assessment roll:

Milling & Resurfacing-Black Creek, Sherman N to Latimer

Public Hearings

A public confirmation hearing will be held in the City of Muskegon Commission Chambers on Tuesday, NOVEMBER 12th, 2002 at 5:30 P.M. You are entitled to appear at this hearing, either in person, by agent or in writing to express your opinion, approval, or objection concerning the special assessment. Written appearances or objections must be made at or prior to the hearing.

YOU ARE HEREBY NOTIFIED THAT YOU HAVE THE RIGHT TO PROTEST YOUR ASSESSMENT EITHER IN WRITING OR IN PERSON AT THE HEARING. ALSO, IF THE SPECIAL ASSESSMENT IS CONFIRMED NOVEMBER 12th, 2002 YOU WILL HAVE THIRTY (30) DAYS FROM THE DATE OF THE CONFIRMATION TO FILE A WRITTEN APPEAL WITH THE MICHIGAN TAX TRIBUNAL (517-334-6521). HOWEVER, UNLESS YOU PROTEST AT THIS HEARING EITHER IN WRITING OR BY AGENT, OR IN WRITING BEFORE OR AT THE HEARING, YOUR RIGHT TO APPEAL TO THE MICHIGAN TAX TRIBUNAL WILL BE LOST.

Costs

The final projected cost of the street improvement portion of the project is \$124,000 of which \$55,762.98 will be paid by special assessment. If the special assessment is confirmed, your property will be assessed \$XXXX based on XXX feet assessable front footage at \$12.62 per assessable foot for the street improvements. In addition, you will be assessed \$0.00 for driveway approach and/or sidewalk improvements made to your property for a total special assessment cost of \$XXXX. Following are the terms of the special assessment:

Assessment Period: Ten (10) Years
Interest Rate: 5% per year
First Installment: \$XXX.XX PER YEAR
Due Date: January 1st, 2002

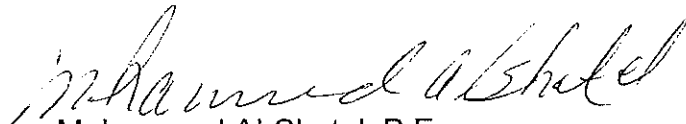
The total assessment may be paid in full any time prior to the due date shown above without interest being charged. After this date, interest will be charged at the rate shown above on the outstanding balance. Assessments also may be paid over a ten year period in ten equal principal installments. If you pay your assessment in installments, your annual installment (including interest) will be included as a separate item on your property tax bill each year. Therefore, if you pay your property taxes through a mortgage escrow agent, you should notify them of this change. Early payments may be made at any time and are encouraged.

PLEASE NOTE THAT IF THE ASSESSMENT IS NOT CONFIRMED AT THE PUBLIC HEARING YOU WILL BE NOTIFIED. IF THE ASSESSMENT IS CONFIRMED, THIS LETTER WILL REPRESENT YOUR INITIAL BILLING IF YOU WISH TO PAY IN FULL PRIOR TO THE DUE DATE AND AVOID INTEREST COSTS. OTHERWISE, YOU WILL AUTOMATICALLY BE BILLED ON AN INSTALLMENT BASIS WITH THE FIRST INSTALLMENT SHOWN ON YOUR NEXT PROPERTY TAX BILL

If you have any specific questions about the work done please call the Engineering Department at 231- 724-6707 before the hearing date.

Please refer to the enclosed sheet entitled Special Assessment Payment Options for more information on the payment options and Application for Waiver of Special Assesment for financial assistance .

Sincerely,


Mohammed Al-Shatel, P.E.
City Engineer

Enclosures

Special Assessment Payment Options

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

I. Lump Sum Payment in Full

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

II. Installment Payments

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

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

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

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

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

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

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

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

IV. Further Information About the Above Programs

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

V. Additional Special Assessment Payment Assistance

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

**CITY OF MUSKEGON
NOTICE OF PUBLIC HEARING
CONFIRMATION OF SPECIAL ASSESSMENT ROLL**

SPECIAL ASSESSMENT DISTRICT:

BLACK CREEK RD., 528' S. OF OLTHOFF TO LATIMER

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

- All parcels abutting Black Creek Rd. from 528' S. of Olthoff to Latimer

PLEASE TAKE NOTICE that a hearing to confirm the special assessment roll will be held at the City of Muskegon Commission Chambers on **NOVEMBER 12, 2002 at 5:30 p.m.**

At the time set for the hearing the City Commission will examine and determine whether to approve the special assessment roll that has been prepared and submitted for the purpose of said hearing and for examination by those persons to be assessed. The special assessment rolls are on file and may be examined during regular business hours at the City Engineer's office between 8:00 a.m. and 5:00 p.m. on weekdays, except holidays.

YOU ARE HEREBY NOTIFIED THAT YOU HAVE A RIGHT TO PROTEST YOUR ASSESSMENT EITHER IN WRITING OR IN PERSON AT THE HEARING. IF THE SPECIAL ASSESSMENT ROLL IS CONFIRMED, YOU WILL HAVE THIRTY (30) DAYS FROM THE DATE OF CONFIRMATION OF THE ROLL TO FILE A WRITTEN APPEAL WITH THE MICHIGAN STATE TAX TRIBUNAL. HOWEVER, UNLESS YOU PROTEST AT THIS HEARING OR DID SO AT THE PREVIOUS HEARING ON THIS SPECIAL ASSESSMENT DISTRICT EITHER IN PERSON OR BY AGENT, OR IN WRITING BEFORE OR AT THE HEARING, YOUR RIGHT TO APPEAL TO THE MICHIGAN TAX TRIBUNAL WILL BE LOST.

You are further notified that at the first hearings the City Commission determined that the special assessment districts should be created, the improvements made, and the assessments levied. The purpose of these hearings are to hear objections to the assessment rolls and to approve, reject, or correct the said rolls.

Gail A. Kunderer, City Clerk, MMC

Publish: **NOVEMBER 02, 2002**

ADA POLICY

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

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

CITY OF MUSKEGON

Resolution No. 2002-83(a)

**Resolution At First Hearing Creating Special Assessment District
For Black Creek Rd. from 563' S. of the CL. Of Olthoff to Latimer.**

Location and Description of Properties to be Assessed:

See Exhibit A attached to this resolution

RECITALS:

1. A hearing has been held on **July 9, 2002** at 5:30 o'clock p.m. at the City Commission Chambers. Notice was given by mail and publication as required by law.
2. That estimates of costs of the project, a feasibility report and valuation and benefit information are on file with the City and have been reviewed for this hearing.
3. At the hearing held **July 9, 2002**, there were 37.68% objections by the owners of the property in the district registered at the hearing either in writing received before or at the hearing or by owners or agents present at the hearing, and the Commission has considered the advisability of proceeding with the project.

FINDINGS:

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

THEREFORE, BE IT RESOLVED:

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

Commissioners Warmington and Schweifler
and the City Assessor who are hereby directed to prepare an assessment roll.
Assessments shall be made upon front foot basis.

4. Based on the City's Special Assessment policy and preliminary estimates it is expected that approximately **45%** of the cost of the street improvement will be paid by special assessments.
5. Upon submission of the special assessment roll, the City staff is hereby directed to notify all owners and persons interested in properties to be assessed of the hearing at which the City Commission will consider confirmation of the special assessment roll.

This resolution adopted.

Ayes Larson, Shepherd, Spataro, Warmington, Buie, Gawron

Nays None

CITY OF MUSKEGON

By Gail A. Kunding
Gail A. Kunding, Clerk

ACKNOWLEDGMENT

This resolution was adopted at a meeting of the City Commission, held on **July 9, 2002**. The meeting was properly held and noticed pursuant to the Open Meetings Act of the State of Michigan, Act 267 of the Public Acts of 1976.

CITY OF MUSKEGON

By Gail A. Kunding
Gail A. Kunding, Clerk

EXHIBIT A

BLACK CREEK FROM SHERMAN BLVD. TO LATIMER

SPECIAL ASSESSMENT DISTRICT

**All properties abutting that section of Black Creek Rd. from 563' S. of the Centerline of
Olthoff to Latimer**

Milling & Resurfacing-Black Creek, Sherman N to Latimer

SPECIAL ASSESSMENT ROLL

PARCEL	@	OWNER	MAILING ADDRESS				PAVING	DR APP / SW	TOTAL
24-693-000-0036-00	2121 LATIMER DR	BEKAERT STEEL WIRE	2121 LATIMER DR	MUSKEGON	MI	49442	\$6,789.56	\$0.00	\$6,789.56
24-134-400-0001-00	2200 BLACK CREEK	CONSUMERS ENERG	4000 CLAY AVE SW	GRAND RAPID	MI	49501-0	\$1,794.94	\$0.00	\$1,794.94
24-134-400-0002-20	2241 BLACK CREEK	TRACE ENVIRONMEN	2241 BLACK CREEK	MUSKEGON	MI	49442-0	\$5,001.68	\$0.00	\$5,001.68
24-134-400-0002-00	2285 BLACK CREEK	CITY OF MUSKEGON	933 TERRACE ST	MUSKEGON	MI	49443	\$772.34	\$0.00	\$772.34
24-134-400-0002-10	2325 BLACK CREEK	SIGN CRAFTERS	2325 BLACK CREEK	MUSKEGON	MI	49442-0	\$3,786.00	\$0.00	\$3,786.00
24-694-000-0038-00	2265 BLACK CREEK	R S B PROPERTY L L	2265 BLACK CREEK R	MUSKEGON	MI	49444	\$13,194.97	\$0.00	\$13,194.97
24-695-000-0056-00	2541 BLACK CREEK	MUNN PROPERTIES L	1489 US31 NORTH	TRAVERSE CIT	MI	49686	\$3,621.94	\$0.00	\$3,621.94
24-695-000-0055-00	2534 BLACK CREEK	WESTSHORE ENG & S	2534 BLACK CREEK R	MUSKEGON	MI	49442-0	\$3,344.30	\$0.00	\$3,344.30
24-694-000-0053-00	2225 OLTHOFF ST	STATE OF MICHIGAN	PO BOX 30050	LANSING	MI	48909	\$0.00	\$0.00	\$0.00
24-694-000-0039-00	2246 OLTHOFF ST	REID TOOL SUPPLY C	2265 BLACK CREEK R	MUSKEGON	MI	49444	\$4,618.92	\$0.00	\$4,618.92
24-134-400-0002-30	2400 BLACK CREEK	CITY OF MUSKEGON	933 TERRACE ST	MUSKEGON	MI	49443	\$2,965.70	\$0.00	\$2,965.70
24-134-400-0006-00	2350 BLACK CREEK	BJE L L C	1985 E LAKETON AVE	MUSKEGON	MI	49442-0	\$1,564.88	\$0.00	\$1,564.88
24-134-400-0003-10	2330 BLACK CREEK	CITY OF MUSKEGON	933 TERRACE ST	MUSKEGON	MI	49443	\$0.00	\$0.00	\$0.00
24-134-400-0003-00	2300 BLACK CREEK	SOUTH SHORE PROP	2300 BLACK CREEK	MUSKEGON	MI	49444-0	\$8,307.75	\$0.00	\$8,307.75

Milling & Resurfacing-Black Creek, Sherman N to Latimer

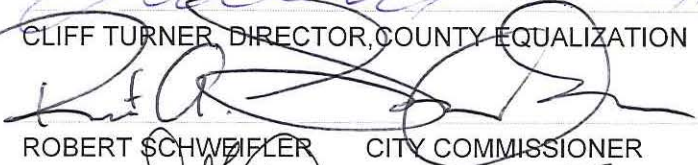
SPECIAL ASSESSMENT ROLL

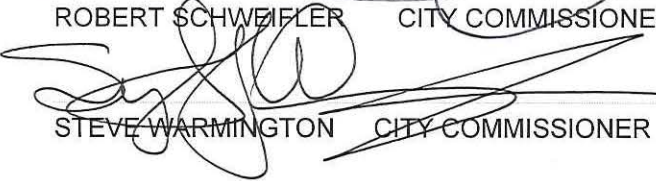
PARCEL	@	OWNER	MAILING ADDRESS	PAVING	DR APP / SW	TOTAL
TOTALS				\$55,762.98	\$0.00	<u>\$55,762.98</u>

PLEASE NOTE: PARCELS SHOWING \$0.00 IN THE TOTAL COLUMN ARE EXEMPT

BOARD OF ASSESSORS


 CLIFF TURNER, DIRECTOR, COUNTY EQUALIZATION DATE


 ROBERT SCHWEIFLER CITY COMMISSIONER DATE


 STEVE WARMINGTON CITY COMMISSIONER DATE

Date: October 8, 2002
To: Honorable Mayor and City Commissioners
From: Engineering
RE: Second amendment to the Special Assessment Roll
Sidewalk Replacement Program 2002 (Area E5)

SUMMARY OF REQUEST:

It is respectfully requested that the amended 2002 sidewalk roll be amended one more time to remove, add and adjust the special assessment amounts due to an oversight on our part in the engineering department. The special assessment roll for the 2002 sidewalk program be amended to:

- 869 Amity.....Remove
- 1061 Allen.....Remove
- 858 Amity.....Reduce assessment from \$265 to \$132.5
- 1240 Isabella.....Add an assessment of \$132.5 to the roll, signed awaiver.

FINANCIAL IMPACT:

A total of \$153,787.70 will be assessed against 295 parcels.

BUDGET ACTION REQUIRED:

None at this time.

STAFF RECOMMENDATION:

To approve the amended special assessment roll and adopt the attached resolution.

COMMITTEE RECOMMENDATION:

CITY OF MUSKEGON

Resolution No. 2002-125(c)

Resolution for second Amendment to the Special Assessment Roll

for THE 2002 SIDEWALK REPLACEMENT PROGRAM

Properties Assessed: See Exhibit A attached to this resolution.

RECITALS:

1. The City Commission determined to create a special assessment district covering the properties set forth in Exhibit A attached to this resolution on **February 12, 2002**, at the first hearing.
2. The City has reviewed the special assessment roll which purports to levy a special assessment in the said district, levying on each property a portion of the cost which has been determined to be appropriate, considering the improvements, the benefit to the assessed properties, and the policies of the City. The original roll was adopted September 24, 2002, and it appears that the roll should be amended to remove the properties located at 869 Amity (24-121-300-0115-00) and 1061 Allen (24-142-000-0048-00). Furthermore, the roll should be amended to add 1240 Isabella (24-128-200-0007-00) and to reduce the assessment amount against 858 Amity (24-121-300-0072-00) from \$265 to \$132.5.
3. The City Commission has received final bids for the construction and/or installation of the improvements and determines it to be fair and reasonable.
4. The City Commission has heard all objections to the amended roll filed before or at the hearing.

THEREFORE, BE IT RESOLVED:

1. That the special assessment roll submitted by the Board of Assessors as amended is hereby approved.
2. That the assessments levied may be made in installments as follows: annual installments over ten (10) years. Any assessment which is paid in installments shall carry interest at the rate of **5.00%** per annum to be paid in addition to the principal payments on the special assessment.

RESOLUTION CONFIRMING THE AMENDED SPECIAL ASSESSMENT ROLL
FOR THE 2002 SIDEWALK REPLACEMENT PROGRAM

Continued...

3. The Clerk is directed to endorse the certificate of this confirmation resolution and the Mayor may endorse or attach his warrant bearing the date of this resolution which is the date of confirmation.

This resolution passed.

Ayes: Shepherd, Spataro, Warmington, Buie, Gawron, Larson, Schweifler

Nays: None

City of Muskegon

By Gail A. Kunderger
Gail A. Kunderger, City Clerk

CERTIFICATE

This resolution was adopted at a meeting of the City Commission, held on **November 12, 2002**. 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.

Further, I hereby certify that the special assessment roll referred to in this resolution was confirmed on this date, being **November 12, 2002**.

City of Muskegon

By Gail A. Kunderger
Gail A. Kunderger, City Clerk

EXHIBIT A

SIDEWALK REPLACEMENT PROGRAM FOR 2002

SPECIAL ASSESSMENT DISTRICT

The location of the special assessment district and the properties proposed to be assessed are:

Those properties identified in the area listed below as having sidewalk deficiencies in which the owners have not completed the required improvements by **June 1, 2002**.

All parcels within area E-5 which is bounded by Ryerson Creek to the north, Evanston to south, Getty St. to the west and Easterly City limits to the east in a addition to 995 Evanston, 1381, 1391 & 1405 Madison

THE 2002 SIDEWALK REPLACEMENT PROGRAM
(Area E-5)

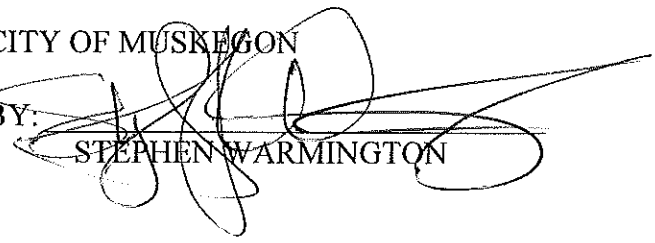
MAYOR'S ENDORSEMENT AND WARRANT

I, STEPHEN WARMINGTON, MAYOR OF THE CITY OF MUSKEGON, HEREBY
ENDORSE THE ABOVE CONFIRMATION RESOLUTION AND HEREBY WARRANT TO
THE CITY TREASURER THIS DATE THAT HE SHALL PROCEED TO COLLECT THE
ASSESSMENTS AT THE TIME AND IN THE MANNER SET FORTH ABOVE.

CITY OF MUSKEGON

BY:

STEPHEN WARMINGTON

A large, stylized handwritten signature in black ink is written over the printed name "STEPHEN WARMINGTON". The signature is fluid and cursive, with a long horizontal stroke extending to the right.

AFFIDAVIT OF MAILING

STATE OF MICHIGAN)
) SS
COUNTY OF MUSKEGON)

H-1535 Sidewalk Replacement Program for 2002

THE DEPONENT SAYS THAT THE NOTICE OF HEARING WAS SERVED UPON EACH OWNER OF OR PARTY IN INTEREST IN PROPERTY TO BE ASSESSED IN THE SPECIAL ASSESSMENT DISTRICT WHOSE NAME APPEARS UPON THE LAST TAX ASSESSMENT RECORDS OF THE CITY OF MUSKEGON BY MAILING SUCH NOTICE IN A SEALED ENVELOPE BY FIRST CLASS UNITED STATES MAIL, WITH POSTAGE PREPAID, ADDRESSED TO EACH SUCH OWNER OR PARTY IN INTEREST AT THE ADDRESS SHOWN ON SAID LAST TAX ASSESSMENT RECORDS BY DEPOSITING THEM IN AN OFFICIAL UNITED STATES MAIL RECEPTACLE ON THE 1ST DAY OF NOVEMBER, 2002.

Gail A. Kunderger
GAIL A. KUNDINGER, CITY CLERK

SUBSCRIBED AND SWORN TO BEFORE ME THIS
13th DAY OF November, 2002.

Linda S. Potter
NOTARY PUBLIC, MUSKEGON COUNTY, MICHIGAN

MY COMMISSION EXPIRES 9-25-06

H-1535 SIDEWALK REPLACEMENT PROGRAM FOR 2002 AMENDED SPECIAL ASSESSMENT ROLL

PARCEL	@	TAXPAYER				TOTAL
24-680-000-0013-00	1259	ADA AVE	PICARD LAURA J	1259 ADA AVE	MUSKEGON MI	\$397.50
24-680-000-0009-00	1272	ADA AVE	PECK BRUCE	1272 ADA AVE	MUSKEGON MI	\$265.00
24-250-000-0092-00	1086	ADA AVE	HARKER PATRICK J	1086 ADA AVE	MUSKEGON MI	\$132.50
24-250-000-0089-00	1068	ADA AVE	SCOTT DOUGLAS L	1068 ADA AVE	MUSKEGON MI	\$861.25
24-250-000-0086-00	1048	ADA AVE	DREESE MONTE G/KENDRA	1048 ADA AVE	MUSKEGON MI	\$530.00
24-250-000-0105-00	1025	ADA AVE	PAIGE BETTY J/HARRY	1025 ADA AVE	MUSKEGON MI	\$575.05
24-250-000-0103-00	1037	ADA AVE	JOLMAN BRADLEY	1037 ADA AVE	MUSKEGON MI	\$466.40
24-250-000-0102-00	1043	ADA AVE	ROGERS RICHARD D/MONIQUE	1043 ADA AVE	MUSKEGON MI	\$201.40
24-250-000-0100-00	1055	ADA AVE	BAKER DANIEL/STEPHANIE	1055 ADA	MUSKEGON MI	\$251.75
24-250-000-0099-00	1059	ADA AVE	LEE LYNELL U	1059 ADA AVE	MUSKEGON MI	\$728.75
24-250-000-0098-00	1067	ADA AVE	BOWMAN JOHN J/PUTNAM JUDI	1067 ADA AVE	MUSKEGON MI	\$265.00
24-250-000-0096-00	1081	ADA AVE	SCAIFE CALVIN	3433 EVANSTON AVE	MUSKEGON MI	\$265.00
24-250-000-0094-00	1093	ADA AVE	WALTON GWENDOLYN E	1093 ADA AVE	MUSKEGON MI	\$397.50
24-250-000-0122-00	913	ADA AVE	KITCHEN MARK A/DELPHINE E	913 ADA AVE	MUSKEGON MI	\$795.00
24-250-000-0067-00	924	ADA AVE	LANDACRE PAMELA	924 ADA AVE	MUSKEGON MI	\$530.00
24-250-000-0068-00	930	ADA AVE	JOHNSON JEREMIAH J	930 ADA AVE	MUSKEGON MI	\$742.00
24-250-000-0069-00	934	ADA AVE	POTTER MARIE E	934 ADA AVE	MUSKEGON MI	\$636.00
24-250-000-0070-00	942	ADA AVE	GENTER FAMILY LIVING TRUST	1915 FRANCIS AVE	MUSKEGON MI	\$1,049.40
24-250-000-0071-00	948	ADA AVE	KILGORE LEONA M	948 ADA AVE	MUSKEGON MI	\$397.50
24-250-000-0073-00	966	ADA AVE	INGRAM SONYA L	966 ADA AVE	MUSKEGON MI	\$132.50
24-250-000-0076-00	984	ADA AVE	BECKER JOHN/DANETTE	984 ADA AVE	MUSKEGON MI	\$1,802.00
24-250-000-0078-00	990	ADA AVE	DODGE WILLIAM F	990 ADA AVE	MUSKEGON MI	\$397.50
24-250-000-0134-00	829	ADA AVE	DOUBLES GEORGE	1351 MARIANNE AVE	MUSKEGON MI	\$265.00
24-250-000-0132-00	839	ADA AVE	IKENS Y/MEDENDORP S/BLAKE	318 HOUSTON AVE	MUSKEGON MI	\$132.50
24-250-000-0131-00	845	ADA AVE	MEANS DANEE E	2109 JARMAN	MUSKEGON H MI	\$132.50
24-851-003-0001-00	1210	ALLEN AVE	COBB FRANK/EDMONSON/TRO	801 MILLS	MUSKEGON MI	\$265.00
24-850-002-0006-00	1260	ALLEN AVE	PERRY CONNIE L	1260 ALLEN AVE	MUSKEGON MI	\$148.40
24-785-000-0027-00	1316	ALLEN AVE	ODNEAL ROBERT	1316 ALLEN AVE	MUSKEGON MI	\$265.00
24-785-000-0023-00	1340	ALLEN AVE	MAJOR DEBRA A	1340 ALLEN	MUSKEGON MI	\$422.21
24-850-001-0012-00	1297	ALLEN AVE	PEREZ AGAPITO	1297 ALLEN	MUSKEGON MI	\$530.00
24-785-000-0002-00	1315	ALLEN AVE	DENGLER ESTHER A/ET AL	1315 ALLEN AVE	MUSKEGON MI	\$132.50

H-1535 SIDEWALK REPLACEMENT PROGRAM FOR 2002 AMENDED SPECIAL ASSESSMENT ROLL

PARCEL	@	TAXPAYER				TOTAL
24-785-000-0005-00	1345	ALLEN AVE	MOORE INVESTMENT PROPER	P O 5377	MUSKEGON MI	\$283.55
24-785-000-0008-00	1351	ALLEN AVE	PALMER MARION	1351 ALLEN AVE	MUSKEGON MI	\$132.50
24-121-300-0183-00	1186	ALLEN AVE	ROSE ARDIE C	484 MCLAUGHIN AVE	MUSKEGON MI	\$588.30
24-121-300-0178-00	1148	ALLEN AVE	DAKE JOSEPH	1148 ALLEN AVE	MUSKEGON MI	\$265.00
24-121-300-0177-00	1132	ALLEN AVE	FLEET MORTGAGE CORP	11200 W PARKLAND AVE	MILWAUKEE WI	\$636.00
24-121-300-0186-00	1131	ALLEN AVE	CUNNINGHAM LAWAUN	1131 ALLEN AVE	MUSKEGON MI	\$705.76
24-121-300-0188-00	1145	ALLEN AVE	TILLEMA GLEN A	2044 S WALKER RD	MUSKEGON MI	\$874.50
24-121-300-0190-00	1155	ALLEN AVE	JORDAN MYRTLE H	1153 ALLEN AVE	MUSKEGON MI	\$397.50
24-121-300-0144-00	849	ALLEN AVE	TRAYLOR LINDA C	849 ALLEN AVE	MUSKEGON MI	\$265.00
24-121-300-0143-00	845	ALLEN AVE	COLLIE ALLEN J	845 ALLEN AVE	MUSKEGON MI	\$265.00
24-121-300-0128-00	830	ALLEN AVE	WHITE GARY JR	830 ALLEN AVE	MUSKEGON MI	\$265.00
24-121-300-0129-00	838	ALLEN AVE	ERICKSON AUDREY	1949 RIEGLER RD	MUSKEGON MI	\$121.63
24-121-300-0132-00	868	ALLEN AVE	COACH MATILDA	868 ALLEN AVE	MUSKEGON MI	\$516.75
24-142-000-0051-00	1085	ALLEN AVE	THOMAS HOLMAN/MAY DELL	1085 ALLEN AVE	MUSKEGON MI	\$879.80
24-142-000-0042-00	1015	ALLEN AVE	BANK OF NEW YORK	101 BARCLAY ST	NEW YORK NY	\$241.15
24-142-000-0040-00	1003	ALLEN AVE	JOHNSON LATESHA	1003 ALLEN AVE	MUSKEGON MI	\$267.65
24-142-000-0030-00	982	ALLEN AVE	BROWN IDELLIA	982 ALLEN AVE	MUSKEGON MI	\$552.06
24-142-000-0023-00	1044	ALLEN AVE	IVORY BETTY	1044 ALLEN AVE	MUSKEGON MI	\$132.50
24-142-000-0021-00	1060	ALLEN AVE	DAVIS WENDY/BETTS RASHON	1060 ALLEN AVE	MUSKEGON MI	\$132.50
24-142-000-0017-00	1084	ALLEN AVE	MUSKEGON CONQUERING FAI	1084 ALLEN AVE	MUSKEGON MI	\$1,231.30
24-142-000-0006-00	999	AMITY	CITY OF MUSKEGON	933 TERRACE	MUSKEGON MI	\$265.00
24-121-400-0005-00	1248	AMITY AVE	BLACKMON PATRICIA	1248 AMITY AVE	MUSKEGON MI	\$265.00
24-121-400-0006-00	1270	AMITY AVE	NEUMANN RICHARD	552 E BARD RD	MUSKEGON MI	\$530.00
24-121-400-0007-00	1280	AMITY AVE	HILL LINDA A	1280 AMITY AVE	MUSKEGON MI	\$613.48
24-850-002-0012-00	1291	AMITY AVE	COOPER ELI	5967 AIRLINE RD	FRUITPORT MI	\$132.50
24-785-000-0034-00	1359	AMITY AVE	DOOLEY ARTHUR EARL	1359 AMITY AVE	MUSKEGON MI	\$397.50
24-785-000-0042-00	1397	AMITY AVE	GILLIAM MARY A	1397 AMITY	MUSKEGON MI	\$265.00
24-121-300-0116-00	877	AMITY AVE	ROBAR PAUL	1119 SOPHIA ST	MUSKEGON MI	\$530.00
24-121-300-0114-00	861	AMITY AVE	RING LINDA L	861 AMITY AVE.	MUSKEGON MI	\$287.06
24-121-300-0067-00	824	AMITY AVE	WYNN BOAZIE/GERALDINE	824 AMITY AVE	MUSKEGON MI	\$1,099.75
24-121-300-0071-00	850	AMITY AVE	ROSS ANNIE L TRUST	850 AMITY AVE	MUSKEGON MI	\$861.19

H-1535 SIDEWALK REPLACEMENT PROGRAM FOR 2002 AMENDED SPECIAL ASSESSMENT ROLL

PARCEL	@	TAXPAYER				TOTAL
24-121-300-0072-00	858	AMITY AVE	SMITH JOHN K	PO BOX 1422	MUSKEGON MI	\$132.50
24-121-300-0061-00	892	AMITY AVE	SMITH GEORGE T	892 AMITY AVE	MUSKEGON MI	\$2,252.50
24-121-300-0073-00	904	AMITY AVE	BRIGGS JACQUELINE MOFFET	904 AMITY AVE	MUSKEGON MI	\$1,104.12
24-121-300-0074-00	918	AMITY AVE	HIGLEY GERALD F	918 AMITY AVE	MUSKEGON MI	\$795.00
24-121-300-0076-00	934	AMITY AVE	WILSON VINDA	934 AMITY AVE	MUSKEGON MI	\$265.00
24-142-000-0016-00	1093	AMITY AVE	SUMLAR RANMERLEE	1093 AMITY AVE	MUSKEGON MI	\$265.00
24-142-000-0012-00	1051	AMITY AVE	HUGHES PERRY	1051 AMITY AVE	MUSKEGON MI	\$132.50
24-142-000-0002-00	965	AMITY AVE	BANKS GWENDOLYN	965 AMITY AVE	MUSKEGON MI	\$159.00
24-142-000-0001-00	961	AMITY AVE	WALLACE CARL/NICOLE	961 AMITY AVE	MUSKEGON MI	\$583.00
24-121-300-0092-00	966	AMITY AVE	JACOBS BARBARA	966 AMITY AVE	MUSKEGON MI	\$927.50
24-121-300-0093-00	982	AMITY AVE	DAVIS DELORES	3125 8TH ST	MUSKEGON H MI	\$415.12
24-121-300-0100-00	1048	AMITY AVE	AUSTIN TONY S	1048 AMITY AVE	MUSKEGON MI	\$287.06
24-121-300-0105-00	1094	AMITY AVE	BEACH ASHEL T/ESMERALDA	1094 AMITY AVE	MUSKEGON MI	\$481.39
24-121-300-0164-00	1111	AMITY AVE	DAVIS LAWRENCE JR	1111 AMITY AVE	MUSKEGON MI	\$132.50
24-121-300-0165-00	1123	AMITY AVE	LEGERT TAYLOR/WILLIE MAE T	1123 AMITY AVE	MUSKEGON MI	\$135.15
24-121-300-0168-00	1143	AMITY AVE	SUHR BLANCHE J/MARILYN J	1143 AMITY AVE	MUSKEGON MI	\$122.76
24-680-000-0081-00	1301	APPLE	BUNTY INC	1301 E APPLE	MUSKEGON MI	\$3,204.60
24-121-400-0025-00	1216	APPLE AVE	POSTEMA MAX	1216 E APPLE AVE	MUSKEGON MI	\$662.50
24-850-001-0006-00	1258	APPLE AVE	TEMPLE HARRY	1258 E APPLE AVE	MUSKEGON MI	\$397.50
24-850-001-0002-00	1280	APPLE AVE	DIPLEY ROSE	1280 E APPLE AVE	MUSKEGON MI	\$132.50
24-850-001-0001-00	1294	APPLE AVE	MCBRIDE ROBERT/WALKER NI	1294 E APPLE AVE	MUSKEGON MI	\$132.50
24-121-400-0027-00	1314	APPLE AVE	APPLE INVESTORS LLC	1314 E APPLE AVE	MUSKEGON MI	\$686.35
24-121-400-0028-00	1328	APPLE AVE	S L PROPERTIES	1314 E APPLE AVE	MUSKEGON MI	\$397.50
24-121-400-0034-00	1392	APPLE AVE	VANSOLKEMA DAVID/MARY	4360 HACKLEY POINT LN	MUSKEGON MI	\$323.30
24-121-400-0035-00	1414	APPLE AVE	WMCR CORPORATION	P O BOX 456	ALPENA MI	\$1,457.50
24-730-000-0169-00	1436	APPLE AVE	B K MUSKEGON PROPERTIES	4220 EDISON LAKES PKWY	MISHAWAKA IN	\$397.50
24-121-300-0202-00	1176	APPLE AVE	SCOTT JOYCE A	1176 E APPLE AVE	MUSKEGON MI	\$530.00
24-121-300-0200-00	1162	APPLE AVE	MITCHELL JOHN	1162 E APPLE AVE	MUSKEGON MI	\$397.50
24-121-300-0197-00	1130	APPLE AVE	JAMESON MARY E	1130 E APPLE AVE	MUSKEGON MI	\$132.50
24-121-300-0157-00	868	APPLE AVE	TIMMER J SCOTT	301 E CIRCLE DR	N MUSKEGON MI	\$132.50
24-121-300-0161-00	908	APPLE AVE	FRALY CRAIG/HOWE D	908 E APPLE AVE	MUSKEGON MI	\$132.50

H-1535 SIDEWALK REPLACEMENT PROGRAM FOR 2002 AMENDED SPECIAL ASSESSMENT ROLL

PARCEL	@	TAXPAYER				TOTAL
24-121-300-0151-00	920	APPLE AVE	HITTLE JAMES J	1321 KINGSLEY ST	MUSKEGON MI	\$132.50
24-121-300-0163-00	938	APPLE AVE	MCEACHEN JAMES/BONITA	1439 EAST ST	MUSKEGON MI	\$265.00
24-128-200-0010-00	1333	APPLE AVE	PRIMAX PROPERTIES LLC	1115 E MOREHEAD ST	CHARLOTTE NC	\$3,733.62
24-142-000-0053-00	1090	APPLE AVE	TOKARCZYK DANA	1090 E APPLE AVE	MUSKEGON MI	\$265.00
24-121-300-0198-00	1150	APPLE AVE	BAKER MICHAEL D	1150 E APPLE AVE	MUSKEGON MI	\$132.50
24-680-000-0003-00	1279	APPLE AVE	BLOCKBUSTER VIDEO	PO BOX 8009	MCKINNEY TX	\$1,120.95
24-128-200-0009-00	1317	APPLE AVE	PUTHOFF C RICHARD	13 HARTFORD AVE PO BOX 8	MUSKEGON MI	\$2,831.75
24-226-000-0033-00	1395	APPLE AVE	BESSINGER ROLAND H	15460 WISTERIA LN	SPRING LAKE MI	\$3,074.00
24-390-001-0003-00	1111	APPLE AVE	MATTHEWS CAROLYN	1111 E APPLE AVE	MUSKEGON MI	\$662.50
24-250-000-0029-00	941	APPLE AVE	ZUZELSKI GREGORY A	941 E APPLE AVE	MUSKEGON MI	\$817.06
24-250-000-0035-00	917	APPLE AVE	SPANN SAMONE/BENN	917 E APPLE AVE	MUSKEGON MI	\$397.50
24-250-000-0038-00	897	APPLE AVE	FRIES DONALD E	486 HILL AVE	GLEN ELLYN IL	\$927.50
24-680-000-0057-00	1162	BURTON RD	BAYLE TRICIA L	1330 5TH ST	MUSKEGON MI	\$132.50
24-680-000-0079-00	1036	BURTON RD	PUTHOFF C RICHARD/SHARON	1400 LAKE SHORE CT	MUSKEGON MI	\$1,468.10
24-685-011-0001-00	1254	CALVIN AVE	BELLAH JOSEPH M	1254 CALVIN AVE	MUSKEGON MI	\$397.50
24-475-000-0002-00	1427	CALVIN AVE	BURR CHARLENE	1427 CALVIN AVE	MUSKEGON MI	\$530.00
24-475-000-0006-00	1475	CALVIN AVE	CHAPMAN AHMED J	1475 CALVIN AVE	MUSKEGON MI	\$530.00
24-750-000-0039-00	1337	CALVIN AVE	LYNK PAMELA D	1337 CALVIN AVE	MUSKEGON MI	\$265.00
24-685-010-0003-00	1200	CALVIN AVE	SORENSEN ORVILLE	1200 CALVIN AVE	MUSKEGON MI	\$132.50
24-128-100-0041-00	1125	CALVIN AVE	BOOKER SAMUEL JR	1125 CALVIN AVE	MUSKEGON MI	\$397.50
24-128-100-0043-00	1145	CALVIN AVE	O CONNELL RICHARD	1145 CALVIN AVE	MUSKEGON MI	\$1,489.30
24-128-100-0044-00	1155	CALVIN AVE	OLSEN WILLIAM JR	1155 CALVIN AVE	MUSKEGON MI	\$1,510.50
24-685-009-0018-00	1185	CALVIN AVE	RAFFERTY STEVEN F/NANCY K	1185 CALVIN AVE	MUSKEGON MI	\$132.50
24-190-004-0012-00	1094	CALVIN AVE	VANDERSTELT MAURICE V	1094 CALVIN AVE	MUSKEGON MI	\$84.80
24-190-003-0025-00	1051	CALVIN AVE	JOHNSON GERALD R	1051 CALVIN AVE	MUSKEGON MI	\$222.60
24-680-000-0039-00	1265	CATHERINE AVE	B BOLEMA REAL ESTATE ONE L	4450 WEBER RD	WHITEHALL MI	\$132.50
24-680-000-0033-00	1270	CATHERINE AVE	QUINTERO MIGUEL/NANCY	1270 CATHERINE AVE	MUSKEGON MI	\$132.50
24-680-000-0031-00	1286	CATHERINE AVE	BERRY ANTHONY/SINGLETON	1286 CATHERINE AVE	MUSKEGON MI	\$132.50
24-680-000-0059-00	1312	CATHERINE AVE	RADEMAKER EVA M	1312 CATHERINE AVE	MUSKEGON MI	\$265.00
24-680-000-0062-00	1318	CATHERINE AVE	SMITH LEONA	1318 CATHERINE AVE	MUSKEGON MI	\$397.50
24-251-000-0246-00	878	CATHERINE AVE	MERRICK DOROTHY V	878 CATHERINE AVE	MUSKEGON MI	\$411.49

H-1535 SIDEWALK REPLACEMENT PROGRAM FOR 2002 AMENDED SPECIAL ASSESSMENT ROLL

PARCEL	@	TAXPAYER				TOTAL
24-251-000-0247-00	872	CATHERINE AVE BUCKNER DIAN L	872 CATHERINE AVE	MUSKEGON	MI	\$259.70
24-251-000-0249-00	860	CATHERINE AVE SHAW WILLIAM D	860 CATHERINE AVE	MUSKEGON	MI	\$1,007.00
24-251-000-0228-00	996	CATHERINE AVE MOORE JOHN K	996 CATHERINE AVE	MUSKEGON	MI	\$132.50
24-251-000-0229-00	992	CATHERINE AVE HINTON ALAN LOUIS JR	992 CATHERINE AVE	MUSKEGON	MI	\$371.00
24-251-000-0230-00	986	CATHERINE AVE WATERMAN NANCY E	986 CATHERINE AVE	MUSKEGON	MI	\$132.50
24-251-000-0233-00	972	CATHERINE AVE GALBERT BEN	972 CATHERINE AVE	MUSKEGON	MI	\$662.50
24-251-000-0235-00	954	CATHERINE AVE JOHNSON SARAH/CLAUDIA	954 CATHERINE AVE	MUSKEGON	MI	\$530.00
24-251-000-0238-00	936	CATHERINE AVE BARNES ERICA S	936 CATHERINE AVE	MUSKEGON	MI	\$662.50
24-251-000-0239-00	930	CATHERINE AVE UNITED STATES OF AMERICA	1755 SOUTH MITCHELL ST	CADILLAC	MI	\$132.50
24-430-000-0001-00	915	CATHERINE AVE KNOLLINGER DONA J	2701 HUIZENGA ST LOT 54	MUSKEGON	MI	\$397.50
24-430-000-0003-00	929	CATHERINE AVE GOINS AYLIA	929 CATHERINE AVE	MUSKEGON	MI	\$132.50
24-430-000-0005-00	943	CATHERINE AVE VANHOESEN LAURA D	943 CATHERINE AVE	MUSKEGON	MI	\$132.50
24-430-000-0006-00	951	CATHERINE AVE BARNES SHAWNDR	951 CATHERINE AVE	MUSKEGON	MI	\$795.00
24-430-000-0007-00	957	CATHERINE AVE REDDING CELIA A	2580 E ELLIS RD	MUSKEGON	MI	\$132.50
24-430-000-0011-00	987	CATHERINE AVE FONGERS ROBERT	987 CATHERINE AVE	MUSKEGON	MI	\$132.50
24-430-000-0012-00	995	CATHERINE AVE BUFFEY TIMOTHY J	995 CATHERINE AVE	MUSKEGON	MI	\$265.00
24-430-000-0013-00	1001	CATHERINE AVE ESTEPP SHERYL	1001 CATHERINE AVE	MUSKEGON	MI	\$132.50
24-430-000-0014-00	1011	CATHERINE AVE PERSONS GLEN/KELLY	1011 CATHERINE AVE	MUSKEGON	MI	\$397.50
24-750-000-0176-00	1461	CRESTON ST GRAYER GEORGE L	1461 CRESTON ST	MUSKEGON	MI	\$397.50
24-750-000-0180-00	1481	CRESTON ST HEJKA HELEN	1481 CRESTON ST	MUSKEGON	MI	\$662.50
24-475-000-0080-00	1516	CRESTON ST BELMONTE FRANK	1516 CRESTON ST	MUSKEGON	MI	\$265.00
24-475-000-0091-00	1380	CRESTON ST PIATT ALAN	1380 CRESTON ST	MUSKEGON	MI	\$265.00
24-475-000-0093-00	1354	CRESTON ST HAMMERLE CLINT F	1354 CRESTON ST	MUSKEGON	MI	\$132.50
24-475-000-0094-00	1344	CRESTON ST BOLEMA LUMBER & SUPPLY	1230 E LAKETON AVE	MUSKEGON	MI	\$132.50
24-750-000-0081-00	1325	CRESTON ST NGUYEN NGA T	1325 CRESTON ST	MUSKEGON	MI	\$265.00
24-128-200-0011-00	1367	E APPLE TRIDONN DEVELPOMENT	1838 RUDDIMAN	MUSKEGON	MI	\$4,531.50
24-121-400-0037-00	1490	E APPLE R & E MC ELROY	PO BOX 802206	DALLAS	TX	\$863.88
24-250-000-0035-10	1020	EASTGATE ST ROMANELLI LARRY B	1020 EASTGATE ST	MUSKEGON	MI	\$204.05
24-475-000-0071-00	1499	EASTWOOD DR COURTNEY R J	1499 EASTWOOD DR	MUSKEGON	MI	\$1,192.50
24-475-000-0027-00	1500	EASTWOOD DR DILL RANDALL E/PAMELA J	1500 EASTWOOD DR	MUSKEGON	MI	\$1,192.50
24-475-000-0052-00	1301	EASTWOOD DR LANDINGHAM WILLIAM F ETUX	1301 EASTWOOD DR	MUSKEGON	MI	\$530.00

H-1535 SIDEWALK REPLACEMENT PROGRAM FOR 2002 AMENDED SPECIAL ASSESSMENT ROLL

PARCEL	@	TAXPAYER				TOTAL
24-475-000-0053-00	1321	EASTWOOD DR	BLACKSHIRE KEITH	1321 EASTWOOD DR	MUSKEGON MI	\$530.00
24-475-000-0038-00	1360	EASTWOOD DR	JOHNSON TROY C	1360 EASTWOOD DR	MUSKEGON MI	\$397.50
24-475-000-0040-00	1334	EASTWOOD DR	MOORE ROBERT R	1334 EASTWOOD DR	MUSKEGON MI	\$795.00
24-475-000-0044-00	1290	EASTWOOD DR	WILLIAMS MARFAYE	1300 EASTWOOD DR	MUSKEGON MI	\$662.50
24-685-001-0007-20	1226	EVANSTON AVE	MCDONALD JUDITH A	1226 EVANSTON AVE	MUSKEGON MI	\$556.50
24-685-002-0001-10	1250	EVANSTON AVE	AVANT MILDRED S TRUST	1250 EVANSTON AVE	MUSKEGON MI	\$159.00
24-750-000-0197-00	1332	EVANSTON AVE	DAHLMAN DOUGLAS/DAWN	1332 EVANSTON AVE	MUSKEGON MI	\$795.00
24-750-000-0191-00	1300	EVANSTON AVE	LYONS LORETTA	1300 EVANSTON AVE	MUSKEGON MI	\$795.00
24-750-000-0203-00	1376	EVANSTON AVE	WILCOX RONALD L	1376 EVANSTON AVE	MUSKEGON MI	\$265.00
24-750-000-0199-00	1356	EVANSTON AVE	PUTNAM DAVID W	1356 EVANSTON	MUSKEGON MI	\$397.50
24-475-000-0078-00	1440	EVANSTON AVE	MAHN BRUCE A/CHARLOTTE	1440 EVANSTON AVE	MUSKEGON MI	\$1,192.50
24-128-100-0013-00	984	EVANSTON AVE	SCHUITEMA PETER F	984 EVANSTON AVE	MUSKEGON MI	\$132.50
24-190-001-0002-00	1096	EVANSTON AVE	2001 C/W 24-190-001-0001-00	P O BOX 536	MUSKEGON MI	\$2,816.95
24-850-002-0001-00	941	EVART ST	MORRIS NATHANIEL	941 EVART ST	MUSKEGON MI	\$132.50
24-685-003-0003-00	1260	FLOWER AVE	FORESTER MARK/KAREN	1260 FLOWER AVE	MUSKEGON MI	\$190.80
24-685-003-0005-00	1270	FLOWER AVE	TICE LOIS K	1270 FLOWER AVE	MUSKEGON MI	\$131.44
24-685-003-0007-00	1282	FLOWER AVE	RAWDON ALBERT JR	1282 FLOWER	MUSKEGON MI	\$494.65
24-750-000-0157-00	1318	FLOWER AVE	BULTHOUSE LUCILLE	3675 NORTON HILLS	MUSKEGON MI	\$1,192.50
24-750-000-0155-00	1326	FLOWER AVE	SINGLETON JAMES L	3925 E APPLE	MUSKEGON MI	\$583.00
24-750-000-0149-00	1366	FLOWER AVE	SIPERLY PAULINE	1366 FLOWER AVE	MUSKEGON MI	\$265.00
24-750-000-0145-00	1392	FLOWER AVE	HEIKKINEN HAROLD	1392 FLOWER	MUSKEGON MI	\$927.50
24-750-000-0163-00	1309	FLOWER AVE	BURR JACKLYN K	1309 FLOWER AVE	MUSKEGON MI	\$132.50
24-750-000-0165-00	1315	FLOWER AVE	BULLERMAN NEIL J	1315 FLOWER AVE	MUSKEGON MI	\$397.50
24-750-000-0169-00	1357	FLOWER AVE	SMITH DANIEL W/REBECCA S	1367 FLOWER AVE	MUSKEGON MI	\$397.50
24-750-000-0174-00	1387	FLOWER AVE	2001 C/W 24-750-000-0173-00	1387 FLOWER AVE	MUSKEGON MI	\$397.50
24-685-006-0014-00	1213	FRANCES AVE	MESSER CHARLES	1213 FRANCES AVE	MUSKEGON MI	\$132.50
24-685-007-0008-00	1285	FRANCES AVE	POST JEFFREY P	1285 FRANCES AVE	MUSKEGON MI	\$265.00
24-685-007-0012-00	1261	FRANCES AVE	REDMON GARY	1261 FRANCES AVE	MUSKEGON MI	\$882.50
24-685-009-0004-00	1208	FRANCES AVE	KECK LESLIE C	1208 FRANCES AVE	MUSKEGON MI	\$132.50
24-685-009-0008-00	1232	FRANCES AVE	VANDAM ELDRED	1232 FRANCES AVE	MUSKEGON MI	\$132.50
24-750-000-0079-00	1391	FRANCES AVE	BREWER PAUL E/DEBBIE L	1391 FRANCES AVE	MUSKEGON MI	\$795.00

H-1535 SIDEWALK REPLACEMENT PROGRAM FOR 2002 AMENDED SPECIAL ASSESSMENT ROLL

PARCEL	@	TAXPAYER				TOTAL
24-750-000-0057-00	1346	FRANCES AVE	STINSON PATRICIA A	1346 FRANCES	MUSKEGON MI	\$530.00
24-128-100-0051-00	1172	FRANCES AVE	VEIHL SABRINA	1172 FRANCES AVE	MUSKEGON MI	\$5,013.80
24-685-006-0016-00	1201	FRANCES AVE	MEYERS CARRIE	1201 FRANCES AVE	MUSKEGON MI	\$132.50
24-685-001-0007-10	1415	GARDEN AVE	RODRIGUEZ WILLIAM	1415 GARDEN AVE	MUSKEGON MI	\$190.80
24-121-300-0040-00	840	GETTY ST	BABCOCK CHERYL L	840 GETTY ST	MUSKEGON MI	\$132.50
24-250-000-0143-00	1096	GETTY ST	EVANS DARLENE	2116 APPLE AVE.	MUSKEGON MI	\$795.00
24-250-000-0137-00	1072	GETTY ST	STEINBACH JOHN/MARY	18364 174TH	SPRING LAKE MI	\$339.20
24-251-000-0192-00	1122	GETTY ST	VANDERMOLLEN JAMES A REV	1122 GETTY ST	MUSKEGON MI	\$132.50
24-160-000-0027-00	1180	GETTY ST	PHILADELPHIA MISSIONARY BA	845 CATHERINE AVE	MUSKEGON MI	\$530.00
24-390-004-0004-00	1132	GREEN ST	WEBB ALVIN/TRACIE	1132 GREEN ST	MUSKEGON MI	\$265.00
24-390-004-0002-00	1112	GREEN ST	PATRICIO GREGORY J/TAMMY	1112 GREEN ST	MUSKEGON MI	\$132.50
24-128-100-0003-00	1027	GREEN ST	TOWNSEND REUBEN	1027 GREEN ST	MUSKEGON MI	\$132.50
24-128-100-0004-00	1049	GREEN ST	SANDIFER OLLIE L	1049 GREEN ST	MUSKEGON MI	\$397.50
24-390-001-0017-00	1057	GREEN ST	VANDERMOLLEN HARRIET	1057 GREEN ST	MUSKEGON MI	\$132.50
24-685-004-0002-00	1254	HOWARD	ARNOLDI JOHN/KATHY	1070 CADILLAC	MUSKEGON MI	\$530.00
24-685-003-0008-00	1283	HOWARD AVE	CARR VICTORIA H	1283 HOWARD AVE	MUSKEGON MI	\$397.50
24-750-000-0129-00	1305	HOWARD AVE	VEEN CLARENCE ET AL	1305 HOWARD AVE	MUSKEGON MI	\$530.00
24-750-000-0143-00	1391	HOWARD AVE	MYERS MAX E	1391 HOWARD AVE	MUSKEGON MI	\$265.00
24-685-005-0003-00	1206	HOWARD AVE	WILLIAMSON WILLIAM III	1206 HOWARD AVE	MUSKEGON MI	\$132.50
24-685-005-0005-00	1210	HOWARD AVE	ADAMS ERIC D	1210 HOWARD AVE	MUSKEGON MI	\$795.00
24-685-005-0007-00	1224	HOWARD AVE	TUCKER IDA ROBINSON	1244 HOWARD AVE	MUSKEGON MI	\$265.00
24-685-005-0008-00	1236	HOWARD AVE	KELLY KIMBERLY ANN	1236 HOWARD AVE	MUSKEGON MI	\$265.00
24-685-004-0006-00	1280	HOWARD AVE	SCHOENMAKER MARTIN W	1280 HOWARD AVE	MUSKEGON MI	\$265.00
24-750-000-0127-00	1306	HOWARD AVE	MURDZIA ALLAN D	1306 HOWARD AVE	MUSKEGON MI	\$132.50
24-750-000-0113-00	1390	HOWARD AVE	FERRIS RICHARD	1390 HOWARD AVE	MUSKEGON MI	\$132.50
24-685-005-0002-00	1192	HOWARD AVE	MCKINLEY JEANETTE	1192 HOWARD AVE	MUSKEGON MI	\$132.50
24-128-200-0006-00	1236	ISABELLA AVE	MOORE JOHNNY	1236 E ISABELLA AVE	MUSKEGON MI	\$265.00
24-128-200-0007-00	1240	ISABELLA AVE	VAUTERS WILLIAM T	1240 E ISABELLA AVE	MUSKEGON MI	\$132.50
24-680-000-0023-00	1260	ISABELLA AVE	TERRELL ESTHER	1260 E ISABELLA AVE	MUSKEGON MI	\$397.50
24-225-000-0010-00	1354	ISABELLA AVE	VANBEMMELEN JAMES A	1354 E ISABELLA AVE	MUSKEGON MI	\$397.50
24-250-000-0182-00	1074	ISABELLA AVE	HANNON MICHELLE	1074 E ISABELLA AVE	MUSKEGON MI	\$369.41

H-1535 SIDEWALK REPLACEMENT PROGRAM FOR 2002 AMENDED SPECIAL ASSESSMENT ROLL

PARCEL	@	TAXPAYER					TOTAL
24-250-000-0174-00	1024	ISABELLA AVE	WEVER JAMES E	1024 E ISABELLA AVE	MUSKEGON	MI	\$265.00
24-250-000-0159-00	924	ISABELLA AVE	WALLACE KAREN ET AL	1417 WARNER	WHITEHALL	MI	\$1,325.00
24-250-000-0161-00	936	ISABELLA AVE	BROUGHMAN AARON J	936 E ISABELLA AVE	MUSKEGON	MI	\$1,022.90
24-250-000-0163-00	950	ISABELLA AVE	MACK RONALD JR	950 E ISABELLA AVE	MUSKEGON	MI	\$230.55
24-250-000-0164-00	956	ISABELLA AVE	WACKERLE MARC	4922 MCARTHUR RD	MUSKEGON	MI	\$132.50
24-250-000-0167-00	972	ISABELLA AVE	BRIDGES GREG	972 E ISABELLA AVE	MUSKEGON	MI	\$151.05
24-250-000-0168-00	984	ISABELLA AVE	GOODEN THERESA A	984 E ISABELLA AVE	MUSKEGON	MI	\$265.00
24-250-000-0173-00	1008	ISABELLA AVE	PASTOR CHAD	1008 E ISABELLA AVE	MUSKEGON	MI	\$768.50
24-250-000-0151-00	866	ISABELLA AVE	BEENE EUGENE	866 E ISABELLA AVE	MUSKEGON	MI	\$132.50
24-250-000-0149-00	852	ISABELLA AVE	BRININSTOOL JERRY	1819 BELMONT DR	MUSKEGON	MI	\$132.50
24-250-000-0146-00	834	ISABELLA AVE	JACOBS PROPERTY INVESTME	1701 W SHERMAN BLVD STE	MUSKEGON	MI	\$530.00
24-251-000-0200-00	843	ISABELLA AVE	NESBITT BARBARA ANN	843 E ISABELLA AVE	MUSKEGON	MI	\$397.50
24-251-000-0203-00	863	ISABELLA AVE	WATKINS EWELL/DELORES/MO	863 E ISABELLA AVE	MUSKEGON	MI	\$265.00
24-251-000-0204-00	871	ISABELLA AVE	WADE JAMES/MICHELLE	1337 SUMAC ST	MUSKEGON	MI	\$662.50
24-251-000-0213-00	937	ISABELLA AVE	BLACK PAMELO J	1193 RANSOM ST	MUSKEGON	MI	\$265.00
24-251-000-0214-00	943	ISABELLA AVE	MARLOW JUANITA L	943 E ISABELLA AVE	MUSKEGON	MI	\$397.50
24-251-000-0224-00	1007	ISABELLA AVE	MITCHELL MARIA	1007 E ISABELLA AVE	MUSKEGON	MI	\$397.50
24-685-005-0010-00	1237	LANGELAND AV	MUTTART ROBERT JR	1237 LANGELAND AVE	MUSKEGON	MI	\$106.00
24-685-006-0006-00	1220	LANGELAND AV	CITY OF MUSKEGON	933 TERRACE ST	MUSKEGON	MI	\$500.85
24-685-006-0007-00	1226	LANGELAND AV	PATRICIO DOMINIC/SUSAN	1226 LANGELAND AVE	MUSKEGON	MI	\$235.85
24-685-007-0005-00	1274	LANGELAND AV	JDR PROPERTIES LLC	PO BOX 145	FRUITPORT	MI	\$265.00
24-685-007-0006-00	1280	LANGELAND AV	WALKER ROGER L	1260 KENNETH	MUSKEGON	MI	\$132.50
24-685-007-0007-00	1288	LANGELAND AV	SPENCER DONALD	1288 LANGELAND AVE	MUSKEGON	MI	\$265.00
24-750-000-0096-00	1300	LANGELAND AV	FRANKLIN SHARRON B	1300 LANGELAND AVE	MUSKEGON	MI	\$397.50
24-750-000-0088-00	1348	LANGELAND AV	MCFAIDEN GEORGE/BRIMMER	1348 LANGELAND AVE	MUSKEGON	MI	\$265.00
24-685-006-0001-00	1188	LANGELAND AV	BRASPENNING SUSIE M	1188 LANGELAND AVE	MUSKEGON	MI	\$291.50
24-190-002-0008-00	1070	LANGELAND AV	DEUELL MICHAEL	1306 CARDINAL CIRCLE	N MUSKEGON	MI	\$132.50
24-190-002-0004-00	1052	LANGELAND AV	STORDAHL GREGG M	1052 LANGELAND	MUSKEGON	MI	\$132.50
24-350-000-0013-00	1391	MADISON ST	CRUMMEL WARD H	1391 MADISON ST	MUSKEGON	MI	\$1,478.70
24-350-000-0014-00	1405	MADISON ST	CRAIN MATTHEW O	1405 MADISON ST	MUSKEGON	MI	\$1,380.65
24-250-000-0010-10	1024	MADISON ST	FISHER DAVID/KATHY	1024 MADISON ST	MUSKEGON	MI	\$198.75

H-1535 SIDEWALK REPLACEMENT PROGRAM FOR 2002 AMENDED SPECIAL ASSESSMENT ROLL

PARCEL	@	TAXPAYER				TOTAL
24-190-005-0001-00	1200	MADISON ST	LEWIS JOE	1200 MADISON ST	MUSKEGON MI	\$2,159.75
24-190-002-0030-00	1320	MADISON ST	HOPKINS JUSTINA	1320 MADISON ST	MUSKEGON MI	\$265.00
24-685-011-0012-00	1259	MCLAUGHLIN A	HAYNES DELAWRENCE	1259 MCLAUGHLIN AVE	MUSKEGON MI	\$265.00
24-680-000-0051-00	1312	MCLAUGHLIN A	SCHUTTER RUSSELL T	1312 MCLAUGHLIN AVE	MUSKEGON MI	\$291.50
24-750-000-0014-00	1385	MCLAUGHLIN A	MEADOWS LESLEY R	1385 MCLAUGHLIN AVE	MUSKEGON MI	\$265.00
24-750-000-0010-00	1361	MCLAUGHLIN A	PHIPPS CHARON C REV TRUST	1361 MCLAUGHLIN AVE	MUSKEGON MI	\$132.50
24-190-005-0004-00	1044	MCLAUGHLIN A	ALDERINK MELINDA K	1044 MCLAUGHLIN AVE	MUSKEGON MI	\$365.70
24-190-005-0005-00	1050	MCLAUGHLIN A	STONE REX/RHONDA	1050 MCLAUGHLIN AVE	MUSKEGON MI	\$132.50
24-128-100-0031-00	1153	MCLAUGHLIN A	MERCER GREG	1153 MCLAUGHLIN AVE	MUSKEGON MI	\$132.50
24-190-004-0030-00	1027	MCLAUGHLIN A	BANKERS TRUST CO OF CALIF	800 RIDGEVIEW DR 2ND FLR	HORSHAM PA	\$530.00
24-190-004-0025-00	1059	MCLAUGHLIN A	KRACHT JAMES E	1059 MCLAUGHLIN AVE	MUSKEGON MI	\$265.00
24-190-004-0020-00	1081	MCLAUGHLIN A	RUUD CINDY	1081 MCLAUGHLIN AVE	MUSKEGON MI	\$662.50
24-190-004-0016-00	1111	MCLAUGHLIN A	VEST RUSSELL JR	1111 MCLAUGHLIN	MUSKEGON MI	\$257.05
24-121-300-0036-00	921	OAK AVE	RILEY TIMOTHY F/PIPKINS TAMI	921 OAK AVE	MUSKEGON MI	\$132.50
24-121-300-0029-00	861	OAK AVE	GARDNER JOHN JR	861 OAK AVE	MUSKEGON MI	\$662.50
24-121-300-0009-00	866	OAK AVE	CARTER NORMAN/BERTHA	866 OAK AVE	MUSKEGON MI	\$172.25
24-121-300-0012-00	886	OAK AVE	SINGLETON LICHTLE CORP	3925 APPLE AVE	MUSKEGON MI	\$1,047.81
24-121-300-0013-00	896	OAK AVE	STEGALL LORI M	896 OAK AVE	MUSKEGON MI	\$397.50
24-121-300-0011-00	914	OAK AVE	MOORE INVESTMENT PROPS	P0 BOX 5377	MUSKEGON MI	\$397.50
24-121-300-0014-00	920	OAK AVE	JACKSON JULIA M	920 OAK AVE	MUSKEGON MI	\$309.12
24-121-300-0015-00	926	OAK AVE	MATTSON BRIAN/SHELLY	15400 COMSTOCK	GRAND HAVE MI	\$265.00
24-121-300-0018-00	946	OAK AVE	BAILEY JIMMIE R	946 OAK AVE	MUSKEGON MI	\$866.97
24-121-300-0085-00	1007	OAK AVE	CONSUMERS ENERGY	4000 CLAY AVE SW PO BOX 2	GRAND RAPID MI	\$1,060.00
24-121-300-0080-00	987	OAK AVE	CRAIN REBA L	987 OAK ST	MUSKEGON MI	\$710.20
24-390-001-0004-00	1030	OAKGROVE ST	BRATSBURG CORI/MITCHELL F	1030 OAKGROVE ST	MUSKEGON MI	\$450.50
24-390-001-0012-00	1086	OAKGROVE ST	HOLCOMB JUNE A	1086 OAKGROVE ST	MUSKEGON MI	\$405.45
24-128-100-0028-00	1212	OAKGROVE ST	MCMILLEN ANN M	1212 OAKGROVE ST	MUSKEGON MI	\$662.50
24-128-100-0047-00	1280	OAKGROVE ST	SOKOLOWSKI/BOLLES	1280 OAKGROVE ST	MUSKEGON MI	\$1,566.15
24-128-100-0066-00	1350	OAKGROVE ST	SHYNE JOHN A	1350 OAKGROVE ST	MUSKEGON MI	\$1,987.50
24-121-300-0063-00	915	ORCHARD AVE	LEE ENOUS/LEE LINWOOD	915 ORCHARD AVE	MUSKEGON MI	\$132.50
24-121-300-0046-00	872	ORCHARD AVE	LESTER CLANCIE	872 ORCHARD AVE	MUSKEGON MI	\$154.56

H-1535 SIDEWALK REPLACEMENT PROGRAM FOR 2002 AMENDED SPECIAL ASSESSMENT ROLL

PARCEL	@	TAXPAYER				TOTAL
24-121-300-0048-00	886	ORCHARD AVE	BROWN CHARLES D	886 ORCHARD AVE	MUSKEGON MI	\$265.00
24-121-300-0050-00	908	ORCHARD AVE	GILBERT FAY R	908 ORCHARD AVE	MUSKEGON MI	\$1,104.12
24-121-300-0051-00	922	ORCHARD AVE	WILKINS GAIL L	922 ORCHARD AVE	MUSKEGON MI	\$132.50
24-121-300-0053-00	940	ORCHARD AVE	MCKENZIE ELIZABETH W	940 ORCHARD AVE	MUSKEGON MI	\$132.50
24-850-001-0007-00	954	PLYMOUTH ST	TEMPLE HARRY E	1258 E APPLE	MUSKEGON MI	\$530.00
24-390-002-0023-00	1035	ROBERTS ST	LALONDE LAURIE	1035 ROBERTS ST	MUSKEGON MI	\$265.00
24-390-002-0021-00	1051	ROBERTS ST	HOFFMAN HERMAN	1051 ROBERTS ST	MUSKEGON MI	\$132.50
24-128-100-0045-00	1255	ROBERTS ST	HUDSON HERMAN A	1255 ROBERTS ST	MUSKEGON MI	\$1,392.84
24-750-000-0186-00	1467	SAMBURT ST	BYRD CHARLES R	1467 SAMBURT ST	MUSKEGON MI	\$132.50
24-121-300-0124-00	921	STEVENS ST	MOFFETT ISAAC JR	1500 N PETERSON RD	MUSKEGON MI	\$132.50
24-121-300-0066-00	873	STEVENS ST	BRADFIELD LARRY D	873 STEVENS ST	MUSKEGON MI	\$132.50
24-121-300-0065-00	863	STEVENS ST	VAZQUEZ CARLOS A/ET AL	15136 OAKLAND	SPRING LAKE MI	\$397.50
24-142-000-0032-00	940	STEVENS ST	SIMS DORIS	940 STEVENS ST	MUSKEGON MI	\$341.85
24-121-300-0082-00	846	STEVENS ST	BURT MAYLIA M	846 STEVENS ST	MUSKEGON MI	\$927.50
24-121-300-0087-00	850	STEVENS ST	FISHER GLORIA J ET AL	850 STEVENS ST	MUSKEGON MI	\$485.81

H-1535 SIDEWALK REPLACEMENT PROGRAM FOR 2002 AMENDED SPECIAL ASSESSMENT ROLL

PARCEL	@	TAXPAYER			TOTAL
24-121-300-0091-00	876	STEVENS ST	BIBBS SUSIE A	876 STEVENS ST	MUSKEGON MI \$132.50

GRAND TOTAL \$153,787.70

BOARD OF ASSESSORS:


CLIFF TURNER, COUNTY EQUALIZATION DATE


CLARA SHEPHERD, CITY COMMISSIONER DATE


ROBERT SCHWEIFLER, CITY COMMISSIONER DATE

Date: November 12, 2002

To: Honorable Mayor and City Commissioners

From: Finance Director

RE: Water Rate Study

SUMMARY OF REQUEST: Although traditionally, the City has adjusted its utility rates without the use of consultants, staff is recommending at this time retaining an outside consultant to review water rates. There are three reasons for this: 1) substantial state-mandated capital improvements will be necessary over the next few years and we want to ensure the rate structure is adequate to fund these needs; 2) as the percentage of system users outside of the city increases, we need to ensure that system costs are equitably allocated and that city residents receive full benefit for the 100+ years of investment they have made in the system; and, 3) recent court decisions have made it particularly important to fully justify and document user fees changes. Previously the city has selected Tetra Tech to perform the current system reliability study and to serve as design engineer for the aforementioned water plant improvements. Based on their knowledge of our system and its capital needs, we recommend this firm also be authorized to perform the water rate study.

FINANCIAL IMPACT: \$10,900 to be paid from the water fund.

BUDGET ACTION REQUIRED: None at this time. The cost of the study can be absorbed within the current budget. The 2003 budget assumes adjustments are made to the current water rates.

STAFF RECOMMENDATION: Approval of Tetra-Tech to perform the water rate study for the city.

COMMITTEE RECOMMENDATION: There is no committee recommendation for this item.



TETRA TECH MPS

September 17, 2002

Mr. Timothy Paul
Finance Director
City of Muskegon
933 Terrace Street
Muskegon, MI 49443-0536

**Re: Muskegon, Michigan
"SmartRate" Water Cost of Service Study**

Dear Mr. Paul:

In response to your request, we at Tetra Tech MPS (TTMPS) are pleased to submit our proposal to complete a Water Cost of Service Study for the City using our "SmartRate" linked financial spreadsheet product.

INTRODUCTION

In order to comply with the intent of the December 1998 Michigan Supreme Court decision *Bolt v. City of Lansing*, your Water Cost of Service Study should address the following questions and recommend changes as necessary:

1. Is the current water rate methodology valid per the guidance given in "*Bolt*"?
2. Can the City revise the costs recovered by the Readiness-to-Serve and Commodity charges?
3. If the City is considering State low interest drinking water funding for any of the capital improvements included in the City's water reliability study, does the City contribute funds to a dedicated water equipment replacement fund in compliance with Michigan Department of Environmental Quality (MDEQ) User Charge System requirements?
4. What cash balance should the City consider maintaining in the water fund?
5. What leeway does "*Bolt*" give the City as far as building up funds for future water capital projects?

SCOPE OF SERVICES

We propose to perform the following tasks for the Muskegon Water Cost of Service Study:

Task 1: Project Start Meeting and Data Collection

We meet with City staff in Muskegon to review the City's goals and to confirm the schedule for completing the Water Cost of Service Study. This meeting should last a maximum of two hours. At this meeting we will determine the most expeditious way for the following data to be collected:

- History of the City's water rates.
- Confirm the calculations and philosophy used to prepare the City's current water rates. Review the report that developed the basis, if the report is available.
- Audited water operation and maintenance (O&M) and capital budgets for the last two fiscal years.
- Audited water system revenues for the last two fiscal years.
- Water O&M and capital budgets for the upcoming fiscal year.
- List of major equipment items in the water production, treatment, storage and distribution systems. The list should include the year the item was installed and the cost of the item. The City's estimate of the remaining useful life of the equipment will also be needed. Major equipment items include such things as:
 - Pumps
 - Chemical Feed Equipment
 - Emergency Generators
 - Vehicles
- Current water bond principal and interest repayment schedules.
- Proposed water bond principal and interest repayment schedules.
- Contributions to the water fund from sources other than water rates.
- Breakdown of Inside-City and Outside-City water customers by meter size.
- Inside-City and Outside-City billable water flows for the most recent 24-month period.
- Number and type of non-metered water customers, if any.
- Quarterly average billable water flow for a typical residential Muskegon customer.
- Quarterly typical billable water flow for the City's ten largest inside-City water customers.
- Copies of all municipal and industrial water purchase/supply contracts.

Task 2. Data Review and Clarification

We will review the data collected under Task 1 and request additional data and clarification from the City staff as needed.

Task 3. Prepare Draft Water Cost of Service Study

Once all of the necessary data has been supplied as given in Tasks 1 and 2, TTMPs will prepare the Water Cost of Service Study. The study will include a hardcopy of the "SmartRate" linked financial spreadsheets. The tentative Water Cost of Service Study outline is as follows:

Executive Summary

Water Rate Development

- MDEQ Requirements (if applicable to Muskegon)
- Annual Revenue Required
- Allocation of Required Components
- Distribution of Required Revenues to Customer Classes

Water System Expenses

- Equipment Replacement
- Operation and Maintenance
- Capital

Other Revenue Sources

Water System Customer Data and Billable Flow

Customer Data Billing Unit Analysis

Billable Water Flow

Historical Water Rates

Proposed Water Rates

Impact on Minimal Usage, Typical Residential and Largest Inside-City Customers

Water Tap-In Fees

Appendix A: Tables ("SmartRate" Linked Excel Spreadsheets)

Task 4: Review Draft Water Cost of Service Study with the City Staff

We meet with City staff in Muskegon to present our draft of the Water Cost of Service Study. Comments will be discussed in order to address them in the final Water Cost of Service Study.

Task 5: Revise Draft Study and Prepare Final Water Cost of Service Study

The draft study will be revised to incorporate the comments obtained in Task 4. We will then prepare the final Water Cost of Service Study.

SCHEDULE

We propose to perform the tasks given above in accordance with the following schedule. The work will begin upon receipt of the City's written authorization to proceed. The schedule is subject to change based on City and TTMPs staff holiday and vacation schedules.

Tasks	Week Number
1. Project Start Meeting (Meeting Number One) and Data Collection	One
2. Data Review and Clarification	Three
3. Prepare Draft Water Cost of Service Study	Six
4. Meeting (Meeting Number Two) to Review Draft Water Cost of Service Study with City Staff	Seven
5. Revise Draft Study and Prepare Final Water Cost of Service Study	Ten

TASKS NOT INCLUDED IN THIS PROPOSAL

The following tasks are specifically not included in this proposal:

- Water Ordinance Review
- Any meetings or presentations in Muskegon beyond the two meetings included in this proposal.
- The Excel file containing the "SmartRate" spreadsheets.

COMPENSATION

Compensation for our personnel for the scope of work included in the base proposal will be a lump sum of \$10,900.

If the City requires a copy of the "SmartRate" linked financial spreadsheets (that will allow City staff to quickly update future rates and review various "what if" combinations of future capital improvements) the Excel file containing these spreadsheets will be provided to the City for its unlimited future use for a lump sum cost of \$2,500.

This proposal includes two meetings in the City of Muskegon. Any additional meetings or presentations in Muskegon will be charged at an additional lump sum cost of \$1,900 per meeting or presentation.

If you concur with our proposal, please sign in the space provided and return one original signed copy to indicate your authorization to proceed. Our Standard Terms and Conditions are attached and are considered an integral part of this proposal.

We appreciate this opportunity to be of continued service to the City of Muskegon, and look forward to helping you achieve your goals. Please contact me at (734) 213-4063 if you have any questions regarding this proposal.

Sincerely,

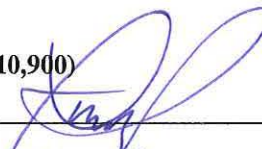


Vic Cooperwasser, P.E.
Vice President

Encl.

copy: Mr. Dennis Benoit, P.E., TTGPS Grand Rapids
Accounting

BASE PROPOSAL (\$10,900)

ACCEPTED BY:  _____

TITLE: Finance Director DATE: 11-13-02

BASE PROPOSAL (\$10,900) PLUS "SMARTRATE" PROGRAM (\$2,500)

ACCEPTED BY: _____

TITLE: _____ DATE: _____



TETRA TECH MPS

September 17, 2002

Mr. Timothy Paul
Finance Director
City of Muskegon
933 Terrace Street
Muskegon, MI 49443-0536

**Re: Muskegon, Michigan
"SmartRate" Water Cost of Service Study**

Dear Mr. Paul:

In response to your request, we at Tetra Tech MPS (TTMPS) are pleased to submit our proposal to complete a Water Cost of Service Study for the City using our "SmartRate" linked financial spreadsheet product.

INTRODUCTION

In order to comply with the intent of the December 1998 Michigan Supreme Court decision *Bolt v. City of Lansing*, your Water Cost of Service Study should address the following questions and recommend changes as necessary:

1. Is the current water rate methodology valid per the guidance given in "*Bolt*"?
2. Can the City revise the costs recovered by the Readiness-to-Serve and Commodity charges?
3. If the City is considering State low interest drinking water funding for any of the capital improvements included in the City's water reliability study, does the City contribute funds to a dedicated water equipment replacement fund in compliance with Michigan Department of Environmental Quality (MDEQ) User Charge System requirements?
4. What cash balance should the City consider maintaining in the water fund?
5. What leeway does "*Bolt*" give the City as far as building up funds for future water capital projects?

SCOPE OF SERVICES

We propose to perform the following tasks for the Muskegon Water Cost of Service Study:

Task 1: Project Start Meeting and Data Collection

We meet with City staff in Muskegon to review the City's goals and to confirm the schedule for completing the Water Cost of Service Study. This meeting should last a maximum of two hours. At this meeting we will determine the most expeditious way for the following data to be collected:

- History of the City's water rates.
- Confirm the calculations and philosophy used to prepare the City's current water rates. Review the report that developed the basis, if the report is available.
- Audited water operation and maintenance (O&M) and capital budgets for the last two fiscal years.
- Audited water system revenues for the last two fiscal years.
- Water O&M and capital budgets for the upcoming fiscal year.
- List of major equipment items in the water production, treatment, storage and distribution systems. The list should include the year the item was installed and the cost of the item. The City's estimate of the remaining useful life of the equipment will also be needed. Major equipment items include such things as:
 - Pumps
 - Chemical Feed Equipment
 - Emergency Generators
 - Vehicles
- Current water bond principal and interest repayment schedules.
- Proposed water bond principal and interest repayment schedules.
- Contributions to the water fund from sources other than water rates.
- Breakdown of Inside-City and Outside-City water customers by meter size.
- Inside-City and Outside-City billable water flows for the most recent 24-month period.
- Number and type of non-metered water customers, if any.
- Quarterly average billable water flow for a typical residential Muskegon customer.
- Quarterly typical billable water flow for the City's ten largest inside-City water customers.
- Copies of all municipal and industrial water purchase/supply contracts.

Task 2. Data Review and Clarification

We will review the data collected under Task 1 and request additional data and clarification from the City staff as needed.

Task 3. Prepare Draft Water Cost of Service Study

Once all of the necessary data has been supplied as given in Tasks 1 and 2, TTMPs will prepare the Water Cost of Service Study. The study will include a hardcopy of the "SmartRate" linked financial spreadsheets. The tentative Water Cost of Service Study outline is as follows:

Executive Summary

Water Rate Development

- MDEQ Requirements (if applicable to Muskegon)
- Annual Revenue Required
- Allocation of Required Components
- Distribution of Required Revenues to Customer Classes

Water System Expenses

- Equipment Replacement
- Operation and Maintenance
- Capital

Other Revenue Sources

Water System Customer Data and Billable Flow

Customer Data Billing Unit Analysis

Billable Water Flow

Historical Water Rates

Proposed Water Rates

Impact on Minimal Usage, Typical Residential and Largest Inside-City Customers

Water Tap-In Fees

Appendix A: Tables ("SmartRate" Linked Excel Spreadsheets)

Task 4: Review Draft Water Cost of Service Study with the City Staff

We meet with City staff in Muskegon to present our draft of the Water Cost of Service Study. Comments will be discussed in order to address them in the final Water Cost of Service Study.

Task 5: Revise Draft Study and Prepare Final Water Cost of Service Study

The draft study will be revised to incorporate the comments obtained in Task 4. We will then prepare the final Water Cost of Service Study.

SCHEDULE

We propose to perform the tasks given above in accordance with the following schedule. The work will begin upon receipt of the City's written authorization to proceed. The schedule is subject to change based on City and TTMPs staff holiday and vacation schedules.

Tasks	Week Number
1. Project Start Meeting (Meeting Number One) and Data Collection	One
2. Data Review and Clarification	Three
3. Prepare Draft Water Cost of Service Study	Six
4. Meeting (Meeting Number Two) to Review Draft Water Cost of Service Study with City Staff	Seven
5. Revise Draft Study and Prepare Final Water Cost of Service Study	Ten

TASKS NOT INCLUDED IN THIS PROPOSAL

The following tasks are specifically not included in this proposal:

- Water Ordinance Review
- Any meetings or presentations in Muskegon beyond the two meetings included in this proposal.
- The Excel file containing the "SmartRate" spreadsheets.

COMPENSATION

Compensation for our personnel for the scope of work included in the base proposal will be a lump sum of \$10,900.

If the City requires a copy of the "SmartRate" linked financial spreadsheets (that will allow City staff to quickly update future rates and review various "what if" combinations of future capital improvements) the Excel file containing these spreadsheets will be provided to the City for its unlimited future use for a lump sum cost of \$2,500.

This proposal includes two meetings in the City of Muskegon. Any additional meetings or presentations in Muskegon will be charged at an additional lump sum cost of \$1,900 per meeting or presentation.

If you concur with our proposal, please sign in the space provided and return one original signed copy to indicate your authorization to proceed. Our Standard Terms and Conditions are attached and are considered an integral part of this proposal.

We appreciate this opportunity to be of continued service to the City of Muskegon, and look forward to helping you achieve your goals. Please contact me at (734) 213-4063 if you have any questions regarding this proposal.

Sincerely,



Vic Cooperwasser, P.E.
Vice President

Encl.

copy: Mr. Dennis Benoit, P.E., TTMPs Grand Rapids
Accounting

BASE PROPOSAL (\$10,900)

ACCEPTED BY: 

TITLE: Finance Director

DATE: 11-15-02

BASE PROPOSAL (\$10,900) PLUS "SMARTRATE" PROGRAM (\$2,500)

ACCEPTED BY: _____

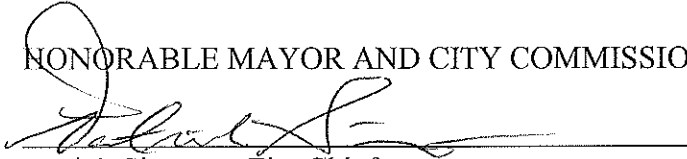
TITLE: _____

DATE: _____

AGENDA ITEM NO. _____

CITY COMMISSION MEETING _____

TO: HONORABLE MAYOR AND CITY COMMISSION

FROM: 
Patrick Simpson, Fire Chief

DATE: October 18, 2002

SUBJ: **Request for Permission to Purchase a 24' Boston Whaler Rescue Boat
with Twin Mercury Engines and Tandem Axle Trailer**

SUMMARY OF REQUEST:

The Fire Department is requesting City Commission permission to accept and award bids for a 24' Boston Whaler Justice Commercial Rescue boat with twin mercury 150 XL Optimax engines and tandem axle trailer.

FINANCIAL IMPACT:

\$54,640.00

BUDGET ACTION REQUIRED:

\$54,640.00 from the public improvement funds designated for firefighting equipment.

STAFF RECOMMENDATION:

Staff recommends approval of the following purchases:

1 - 24' Boston Whaler Rescue Boat from Boston Whaler Commercial and Government Products, Inc. for \$36,938.00

2 - Mercury 150 XL Optimax engines from Mercury Marine Government and Commercial Division for \$14,202.00

1 - Double axle trailer from Lakeside Marine for \$3,500.00

October 18, 2002

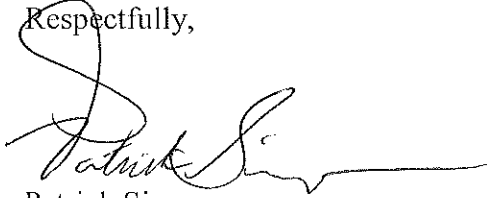
Honorable Mayor and City Commission
Through the City Manager

Dear Commissioners:

We are requesting the purchase of a 24-foot Boston Whaler Justice Commercial Rescue boat with twin Mercury 150 XL Optimax engines and tandem axle trailer. This rescue/fire boat will provide marine dive rescue and firefighting capabilities for the City of Muskegon's citizens and our guests for the next 20 years. As the "premier Shoreline City of West Michigan" it is essential to provide effective and efficient life safety on our lakes. This boat and the Muskegon Fire Department dive team now will give us the ability to respond quickly with up to date equipment and fully trained personnel.

Therefore we ask that you approve the expenditure of \$54,640.00 for this life saving equipment from the public improvement funds designated for firefighting equipment.

Respectfully,

A handwritten signature in black ink, appearing to read "Patrick Simpson", with a long horizontal flourish extending to the right.

Patrick Simpson
Fire Chief

CITY OF MUSKEGON
TELEPHONE BID TABULATION

Date 10/15/02

Requisition Rescue/Fire Boat

	Name of Bidder	Name of Bidder	Name of Bidder
Vendor	Pier 7 Marina	Samsel Supply Co.	Boston Whaler Commercial and Gov't Prod. Inc.
Telephone Number	989-894-9061	800-892-8012	386-423-2916
Quoted By	Sally Jo Webb	Mike Samsel	Jeff Gayer

Quantity	Description	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
1	24' Boston Whaler Justice Commercial		\$42,750.00		\$40,131.00		\$36,938.00
	Boat w/ accessories (see attached sheet)						
TOTAL BID			\$ 42,750.00		\$ 40,131.00		\$ 36,938.00
Cash Discount Terms							
F.O.B.							
Delivery Time From Receipt of Purchase Order							

CITY OF MUSKEGON
TELEPHONE BID TABULATION

Date 10/15/02

Requisition Boat Engines

		Name of Bidder		Name of Bidder		Name of Bidder	
Vendor		Sportsfishermans Center		Lakeside Marine		Mercury Marine Gov't & Commercial Division	
Telephone Number		722-4266		755-0569		866-408-6372 ext. 5649	
Quoted By		Don Frazier		Jim Rigby		Mike Gurath	
Quantity	Description	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
2	Mercury 150 XL Optimax w/stainless props		\$16,940.00		\$14,950.00.		\$14,202.00
TOTAL BID			\$ 16,940.00		\$ 14,950.00		\$ 14,202.00
Cash Discount Terms							
F.O.B.							
Delivery Time From Receipt of Purchase Order							

CITY OF MUSKEGON
TELEPHONE BID TABULATION

Date 10/15/02

Requisition Boat Trailer

	Name of Bidder	Name of Bidder	Name of Bidder
Vendor	Lakeside Marine	Boston Whaler Commercial & Gov't Products	
Telephone Number	231-755-0569	386-423-2916	
Quoted By	Jim Rigby	Jeff Gayer	

Quantity	Description	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
1	23'-25' #6800 Painted Double Axle Trailer		\$3,500.00		\$6,345.00		
TOTAL BID			\$ 3,500.00		\$ 6,345.00		\$
Cash Discount Terms							
F.O.B.							
Delivery Time From Receipt of Purchase Order							

Commission Meeting Date: November 12, 2002

Date: October 28, 2002
To: Honorable Mayor & City Commission
From: Planning & Economic Development Department *CBC*
RE: CMI Brownfield/SmartZone Professional Services
Contract- ERM

SUMMARY OF REQUEST: The City of Muskegon was awarded a Clean Michigan Initiative (CMI) Brownfield Grant, in an amount up to \$1,000,000, for the purposes of due care activities and grant administration for the SmartZone site. Environmental Resources Management, Inc. (ERM) has been the City's consultant for this site through the Site Assessment Fund Grant. Since ERM is familiar with this site and it's environmental condition, it is recommended that they be retained to conduct the environmental work on this site for the CMI Brownfield Grant. Therefore, the Commission is asked to approve the attached proposal from ERM and authorize the Mayor to sign.

FINANCIAL IMPACT: The budget for the project will not exceed \$1,000,000, less the Project Manager's costs. These costs will be covered by the CMI Brownfield Grant.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: To approve the attached proposal between the City of Muskegon and ERM, and authorize the Mayor to sign the proposal.

COMMITTEE RECOMMENDATION: None.

RECEIVED

OCT 10 2002

CITY OF MUSKEGON
PLANNING DEPARTMENT

9 October 2002

Ms. Cathy Brubaker-Clarke
City of Muskegon
933 Terrace Street
P.O. Box 536
Muskegon, Michigan 49443

Re: Former Teledyne Site, Muskegon, Michigan
Clean Michigan Initiative Brownfield Redevelopment Grant

Dear Ms. Clarke:

Per our prior discussions, we are submitting this proposal to you for professional services related to the above project. This proposal describes the scope of our environmental consulting services related to the Brownfield Redevelopment Grant project. As you are aware, Environmental Resources Management, Inc. (ERM) is performing similar activities on this site through the City's Site Assessment Fund grant.

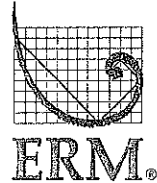
PROPOSED SCOPE OF SERVICES

Our proposed scope of services includes the following:

1. Perform professional services in connection with the project, serve as the City's professional technical representative in all phases of the project, and communicate with the Redevelopment Team (City, Project Manager - Couture Environmental Strategies, and developer, as necessary) and MDEQ during the performance of our services;
2. The Project Scope shall consist of conducting eligible Environmental Activities pursuant to the Grant Agreement, including but not limited to the following:
 - A. Meet with the Redevelopment Team to discuss project, priorities, and responsibilities;
 - B. Develop Work Plan(s) for eligible Environmental Activities for review by the Redevelopment Team and MDEQ, including scope of work required to meet the intended future development plans, quality assurance, cost estimates, and implementation schedules; revise as necessary per MDEQ comments;

Environmental
Resources
Management

3352 128th Avenue
Holland, MI 49424-9263
(616) 399-3500
(616) 399-3777 (fax)
<http://www.erm.com>



- C. Prepare Change Orders to document changes or additions to the schedule, Plan or budget; submit Change Orders to MDEQ for approval;
- D. Upon approval of the Work Plans, proceed with and conduct the necessary eligible Environmental Activities;
- E. Prepare bid documents and oversee subcontractor activities, as required under the Grant Agreement, for all subcontractor investigation and remedial activities;
- F. Document the performance of the eligible Environmental Activities, as required by the Grant Agreement; scope of reports to be limited to that in the Work Plans;
- G. Review site reports with Redevelopment Team and MDEQ, as necessary;
- H. Communicate with Redevelopment Team and MDEQ during performance of Response Activities, as necessary;
- I. Assist the Project Manager in preparing monthly reports of the progress made toward completing activities funded under the Grant Agreement;
- J. Assist the City in preparing project updates within six (6) months of the completion of the eligible Environmental Activities;
- K. Prepare invoices for submittal to the Project Manager following the MDEQ format;
- L. Conduct follow-up activities, as necessary.

For and in consideration of the services rendered in carrying out the project, the City shall approve of all invoices submitted by ERM to the City's Project Manager, in an amount that shall not exceed the amount in the Grant Agreement (\$1,000,000), less the Project Manager's costs, and less certain approved subcontractor costs that may not be routed through ERM's accounting system. The City shall not be responsible for payment beyond the amount in the Grant Agreement, and for any costs or expenditures not approved by the MDEQ pursuant to the Grant Agreement, unless such expenditures are approved by the City and/or MDEQ in writing.

There is a level of inherent risk on redevelopment/remediation projects funded through grants that the grant amount will not cover the required expenditures to meet the redevelopment objectives. ERM will not be responsible for conducting any response activities not deemed eligible for reimbursement by MDEQ under the Grant Agreement, including any activities necessary for the development for which there is a shortfall of grant funds. If additional response activities are necessary beyond the

scope of the grant (if deemed an ineligible activity or if insufficient funds are available), ERM will provide estimates to you to conduct the additional scope of services.

Only those costs incurred by ERM will be charged, but they will not exceed the estimated probable cost without your prior approval. This project will be governed by ERM's General Terms and Conditions, dated November 1999. To authorize our services as stated in this proposal, please sign and return the attached Work Authorization form.

Thank you for the opportunity to submit this proposal and we look forward to assisting you with this redevelopment project. If you have any questions, we invite you to contact Tom O'Connell at (616) 738-7340.

Sincerely,



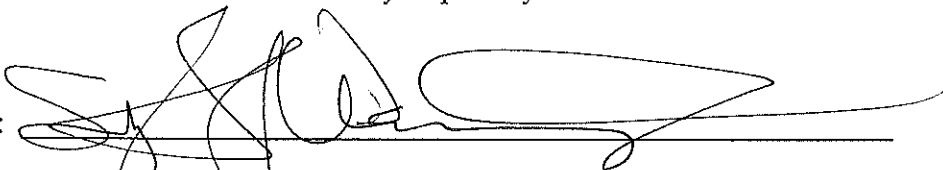
Thomas P. O'Connell, P.E.
Principal-in-Charge

TPO:aem
Attachment
cc: File

WORK AUTHORIZATION

Title: Brownfield Redevelopment Services
Site: Former Teledyne Site, Brownfield Redevelopment Project
Muskegon, Michigan
Date: 10/09/02

The above-referenced offer to perform services, as outlined in ERM's proposal, is hereby agreed to and accepted. It is further agreed and accepted that if a purchase order is issued in connection with this authorization, the terms and conditions as contained and/or referenced in ERM's proposal and/or contract shall govern unless otherwise mutually agreed in writing, and further that any reverse-side purchase order terms and conditions are hereby expressly excluded.

Signature: 
Printed Name: Stephen J. Warmington
Title: Mayor
For: City of Muskegon
Date: November 12, 2002
Purchase Order Number: _____

Attachment A
General Terms and Conditions

1. References herein to "ERM" refer to Environmental Resources Management, Inc. References herein to "Project" mean the project as defined in ERM's written proposal to the Client. Any proposal submitted by ERM for the performance of a proposed Project shall be firm for a period of sixty (60) days. Upon the expiration of such period, ERM reserves the right to modify the proposed basis of payment and fees to allow for changing costs and to adjust the time of performance to conform to changing work loads.
2. Unless ERM's proposal provides otherwise, the proposed fees constitute ERM's estimate of the probable cost required to complete the proposed Project. The estimated probable cost identified in ERM's proposal shall not be deemed to be either a guaranteed maximum or "guaranteed not-to-exceed" amount with respect to the cost of performing the Project identified in any such proposal. However, in performing any Project, ERM will not proceed to expend more than the amount identified as the estimated probable cost in ERM's proposal without the Client's prior approval.
3. Cost and schedule commitments contained in ERM's proposal shall be subject to renegotiation for unreasonable delays caused by the Client's failure to provide specified facilities or information or for delays caused by unpredictable occurrences such as fires, floods, strikes, riots, unavailability of labor or materials or services, process shutdown, acts of God or of the public enemy, or acts or regulations of any governmental agency. Work stoppage or interruption caused by any of the above may result in additional cost (requiring a change in scope) beyond that identified in ERM's proposal for performance of the Project, entitling ERM to an adjustment to the cost and schedule.
4. Where the method of payment for ERM's services is on a time-and-material or cost reimbursable basis, the following commercial terms shall apply:
 - a) The minimum time segment for charging of field work is four (4) hours. For work done at any of ERM's offices, the minimum time segment for charging is one-half (1/2) hour. There is no premium charge for overtime.
 - b) Where any agreement is based upon the salary cost of specific individuals, normal and customary salary increases will become effective immediately upon ERM authorization and will be reflected in the next invoice submitted to the Client.
 - c) ERM's hourly billing rates apply to all (i) full-time, part-time, temporary and seconded employees of ERM and its affiliates, (ii) temporary employees whose direct compensation is paid by a temporary staffing agency, and (iii) staff consultants who are not independent contractors.
 - d) Expenses properly chargeable to the Project shall include: travel and living expenses of ERM personnel on business connected with the Project; Project related telecommunication, facsimile, shipping, reproduction, bindery, computer usage and record processing costs in accordance with ERM's standard billing policy and rates with respect to charges for associated project costs; equipment rental charges; professional, analytical and technical subcontractors and advisors retained in connection with the Project; identifiable drafting and stenographic supplies; and expendable materials and supplies purchased specifically for the Project. A fifteen percent (15%) handling and administrative charge will be added to all third party Project expenses, except that a twenty percent (20%) handling and administrative charge will be added to all third party analytical expenses. If the services covered by any ERM proposal are subject to local or state taxes or fees, such additional costs will be charged to the Project and reimbursed by the Client.
5. Invoices will be submitted on a monthly basis payable upon receipt. Unpaid balances shall be subject to interest at the rate of one and one-half percent (1.5%) per month or the maximum permissible under state law, whichever is less, starting thirty (30) days from the invoice date. Payments received will be applied first to any accrued interest, with the balance of the payment then applied to any unpaid fees. In addition, ERM may, after giving seven (7) days written notice, suspend services under any agreement without liability until all past due accounts (including fees and accrued interest) have been paid. Timely payment is a substantial condition of Client's performance of any agreement between ERM and Client. In the event ERM must take legal action to be paid for its services and prevails, all collection and legal costs associated with such action shall be reimbursed by the Client.
6. Except as provided in Paragraph 5, any agreement between ERM and Client may be terminated in whole or in part in writing by either party in the event of substantial or material failure by the other party to fulfill its obligations under such agreement through no fault of the terminating party, provided that no such termination shall be effective unless the other party is given: (i) not less than ten (10) calendar days

written notice of intent to terminate; and (ii) an opportunity for consultation with the terminating party prior to the effective date of such termination.

A final invoice will be calculated on the first or fifteenth of the month (whichever comes first) following the effective date of termination.

- a) Where the method of payment is based upon a "lump sum" the final invoice will be based upon the percentage of the work completed up to the effective date of termination.
- b) Where the method of payment is based upon time and materials, the final invoice will be based upon reimbursement for all services and expenses associated with the Project up to the effective date of termination.
- c) Where the method of payment is based upon cost plus a fixed fee, the final invoice will be based upon reimbursement for all costs up to the effective date of termination and a pro-rata share of the fixed fee.

7. Insurance

- a) ERM shall maintain policies of insurance for the following types of coverage, each (with the exception of Workers' Compensation) with a limit of liability of \$1,000,000, combined single limit:
 - i) Workers' Compensation (statutory) and Employer's Liability;
 - ii) Commercial General Liability; and
 - iii) Commercial Automotive Liability.
- b) ERM shall, at the Client's request, provide the Client with a certificate of insurance or other satisfactory evidence that such insurance has been obtained and that such policies are maintained in force throughout the period in which ERM provides services to the Client under any agreement.

8. Indemnification

- a) ERM shall indemnify and hold harmless the Client and its directors, officers, employees, and agents from and against all liability, claims, suits, losses, damages, costs and demands, including reasonable legal expenses and attorney's fees connected therewith, on account of personal injury, including death, or property damage, sustained by any person or entity not a party to any agreement between ERM and Client and arising out of or connected with the performance of such agreement, to the extent such injury, death or damage is caused by the sole or contributory negligence or willful misconduct of ERM or its subcontractors or their respective employees, officers and agents; provided that such injury, death or damage is not occasioned by the sole negligence of Client or its contractors or their respective employees, officers and agents; and provided further, that ERM's obligation hereunder shall not extend to indemnification or holding harmless of a party indemnified hereunder for any claims of loss of profits or any other indirect, special, incidental or consequential damages of any nature whatsoever.
- b) Client shall indemnify and hold harmless ERM and its directors, officers, employees, and agents from and against all liability, claims, suits, losses, damages, costs and demands, including reasonable legal expenses and attorney's fees connected therewith, on account of personal injury, including death, or property damage, sustained by any person or entity not a party to any agreement between ERM and Client and arising out of or connected with the performance of such agreement, to the extent such injury, death or damage is caused by the sole or contributory negligence or willful misconduct of Client or its contractors or their respective employees, officers and agents; provided that such injury, death or damage is not occasioned by the sole negligence of ERM or its subcontractors or their respective employees, officers and agents; and provided further, that Client's obligation hereunder shall not extend to indemnification or holding harmless of a party indemnified hereunder for any claims of loss of profits or any other indirect, special, incidental or consequential damages of any nature whatsoever.
- c) Client acknowledges and agrees that ERM has neither created or contributed to, nor shall ERM be liable to Client or any third party for, the creation or existence of any type of hazardous or toxic waste, material, chemical, compound, or substance, or any other type of environmental hazard, contamination, or pollution, whether latent or patent, or the release thereof or the violation of any law or regulation relating thereto, existing at the site of the Project prior to commencement of the performance of services hereunder ("Pre-existing Condition"), and Client shall indemnify ERM for any and all loss, cost, or damage actually sustained and incurred by ERM in connection with any such Pre-existing Condition except to the

extent any such Pre-existing Condition is exacerbated by the negligence or willful misconduct of ERM or its subcontractors.

- d) The provisions of this Paragraph 8 shall survive the completion of the Project or the expiration, cancellation or termination of any agreement between ERM and Client.

9. **Standard of Care and Limitation of Liability**

- a) While performing services under any agreement, ERM shall exercise that degree of care and skill ordinarily exercised under similar circumstances by members of the environmental engineering and consulting profession performing the kind of services to be performed thereunder and practicing in the same or similar locality at the same time.
- b) Except for the express promise set forth in subparagraph a., above, regarding ERM's standard of care, ERM neither makes, nor offers, nor shall ERM be liable to Client for any express or implied warranties with respect to the performance of ERM's services. Estimates of cost, approvals, recommendations, opinions, and decisions by ERM are made on the basis of ERM's experience, qualifications, and professional judgment and are not guaranteed. ERM shall not be regarded as a guarantor with respect to any work product provided to Client. **THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE HEREBY WAIVED BY CLIENT.**
- c) ERM agrees to re-perform and correct at its expense any work or services performed by ERM which fails to conform to the standard of care that ERM has accepted pursuant to subparagraph a) above.
- d) In the event Client requests ERM to prepare an estimate of the probable cost to remediate the site of the Project, ERM will prepare such cost estimate based upon ERM's experience and professional judgment. Client understands and agrees that ERM, in preparing such cost estimate, neither makes nor offers any warranty or guarantee with respect to the accuracy of such cost estimate when compared to the actual cost of performing such remediation work, as determined at the conclusion of the performance of such remediation work. ERM shall not be liable to Client as a result of the preparation of such cost estimate, and Client hereby forever releases ERM, and its officers, principals, employees and agents from any liability whatsoever for losses or damages sustained by Client as a result of the preparation of such cost estimate.
- e) In no event shall ERM, Client or any of their respective officers, directors, employees, agents and independent consultants be liable to the other for consequential, special, incidental, or indirect damages of any kind including, but not limited to, loss of revenues or profits, loss by reason of shutdown, loss of capital, loss of product, or loss of use, arising under or in connection with any agreement between ERM and Client.
- f) ERM and ERM's officers, directors, employees, agents and independent professional consultants, and any of them, shall not be liable to Client and/or anyone claiming by, through or under Client, including Client's insurers, in an amount which exceeds either (i) \$100,000, if the claims of Client or Client's insurers against ERM are not covered by the insurance coverages and associated limits of liability which ERM is required to maintain pursuant to Paragraph 7 hereof or (ii) \$1,000,000, if the claims of Client or Client's insurers against ERM are covered by the insurance coverages and associated limits of liability which ERM is required to maintain pursuant to Paragraph 7 hereof. The Client hereby forever releases ERM and its officers, principals, employees and agents from any liability for losses or damages sustained and incurred by the Client in excess of such amount.
- g) As used in this Paragraph 9, the term "liable" or "liability" means liability of any kind, whether in contract (including breach of warranty), in tort (including negligence and negligent misrepresentation, whether of ERM or others), in strict liability, or otherwise, for any and all injuries, claims, losses, expenses or damages whatsoever arising out of or in any way related to ERM's services from any cause or causes whatsoever. The provisions of this Paragraph 9 providing for limitations of and protections against either party's liability shall survive the completion of the Project or the expiration, cancellation, or termination of any agreement between ERM and Client, and such provisions shall apply to the full extent permitted by law.

- 10. Client recognizes that, when it is known, assumed or suspected that hazardous materials exist on or beneath the surface of the site of the Project or within any

structure thereon, certain sampling materials, such as drill cuttings and drilling fluids or asbestos removed for sampling, should be handled as if hazardous or contaminated. Accordingly, when sampling is included in the scope of services and when determined by ERM in its sole and exclusive judgment to be necessary based upon ERM's assessment of the degree of contamination, hazard and risk, ERM will promptly inform Client that containerization and labeling will be performed; will appropriately contain and label such materials; and will leave the containers on site for proper, lawful removal, transport and disposal by Client. Client waives any claim against ERM, and agrees to indemnify, defend and hold ERM harmless from any claim or liability for injury or loss which may arise as a result of the drill cuttings, drilling fluids or other assumedly hazardous materials being left on the site of the Project after their proper containerization by ERM.

- 11. Client agrees that ERM has authority to use its name as a Client and a general description of the Project as a reference for other prospective Clients.
- 12. ERM and Client do not intend, nor will any clause contained herein, be interpreted, to grant to any third party any benefits or rights hereunder, including the right to rely on any work product generated by ERM.
- 13. If ERM personnel are called or subpoenaed for depositions, examination, or court appearances in any dispute arising out of the Project and in which ERM is not a named party, ERM shall be reimbursed on a time and material basis in accordance with ERM's then current, standard billing rates for such matters, including all out-of-pocket costs incurred in connection with such matters.
- 14. If any of these General Terms and Conditions shall be finally determined to be invalid or unenforceable in whole or in part, the remaining provisions hereof shall remain in full force and effect and be binding upon the parties. The parties agree to reform the contract between them to replace any such invalid or unenforceable provision with a valid and enforceable provision that comes as close as possible to the intention of the stricken provision.
- 15. Once the Client has signified its acceptance of ERM's proposal, the express terms of ERM's proposal to Client and these General Terms and Conditions shall constitute the complete and exclusive statement of the terms of the agreement between the parties and are intended as a final expression of the terms of such agreement and will supersede all prior and contemporaneous agreements, representations or conditions, express or implied, oral or written. No provision of ERM's proposal or these General Terms and Conditions may be waived, altered, or modified in any manner, unless the same shall be set forth in writing and signed by a duly authorized officer of ERM. Client may use its standard business forms (such as purchase orders) to administer any agreement between ERM and Client, but use of such forms shall be for convenience purposes only, and any typed provision in conflict with the terms of ERM's proposal or these General Terms and Conditions and all pre-printed terms and conditions contained in or on such forms shall be deemed stricken and null and void.

Clerk

Project Number: 455858-7

Project Name: Former Teledyne

STATE OF MICHIGAN
Department of Environmental Quality

CITY OF MUSKEGON
PLANNING DEPARTMENT

Clean Michigan Initiative Brownfield Redevelopment Grant Agreement

This Agreement ("Agreement") is made by and between the city of Muskegon hereinafter referred to as the "Grant Recipient," and the Michigan Department of Environmental Quality, hereinafter referred to as the "Department," effective upon the date of the Department's signature (the "Effective Date").

Authority: Part 196, Clean Michigan Initiative Implementation, of the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended ("Part 196"), provides for the establishment and implementation of the Clean Michigan Initiative Fund (the "Fund"); and

Part 196 provides that up to \$20,000,000 in the Fund shall be used to provide grants and loans to local units of government and brownfield redevelopment authorities created under the Brownfield Redevelopment Financing Act, 1996 PA 381, for environmental activities at known or suspected facilities with redevelopment potential; and

The State Legislature has appropriated funding to the Department from the Fund for distribution for this purpose; and

The Department and the Grant Recipient, in fulfillment of the purposes of Part 196 and Part 201, Environmental Remediation, of the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended ("Part 201"), have negotiated the following Agreement. The Department and the Grant Recipient, in consideration of the terms, promises, conditions, and assurances set forth below, mutually agree as follows.

I. Award of Funding and Description of Project

NOTE: If the Grant Recipient fails to sign this Agreement within 90 days after receiving this document, the Department may cancel the Grant Award. The Grant Recipient may not appeal or contest a cancellation pursuant to Part 196, Section 19612(5).

Subject to the terms of this Agreement and to the availability of appropriated funds, the Department agrees to provide the Grant Recipient with up to one million dollars [\$1,000,000] (the "Grant") for the purpose of due care activities and a grant administrator. All actions funded by this Grant shall only be used at the property described in the legal description provided as Attachment A ("the Property"). The proposed use of the Property ("the Development") is office, commercial, and technology research.

The Grant Period is twenty-four (24) months beginning on the Effective Date and ending on September 13, 2004. The Grant Recipient may request an extension to the Closure Date, pursuant to Section X (G) of this Agreement.

1. Contractor Fees and Expenses: Mark-ups on subcontracts, direct costs such as laboratory expenses, supplies and rented equipment, and indirect costs are eligible, however, they may not exceed ten percent (10%). Payments for mileage and meals may not exceed the State of Michigan in-state meal, mileage, and lodging allowances as defined in the attached State of Michigan Schedule of Travel Rates (Attachment D). Facsimiles will be reimbursed at the rate of one dollar (\$1.00) per page. Paper reproductions will be reimbursed at the rate of ten cents (\$0.10) per page. Costs and markups shall not change during the Grant Period without written approval of the Department. Contractor fees for preparation of invoices for the Grant Recipient or of other invoices related to the Project are considered Ineligible Expenses.
 2. Grant Administrator Fees and Expenses: The use of a Grant Administrator to oversee grant administrative activities, including, but not limited to, review of work plans, reports and other documents prepared by the Contractor, review of invoices, writing project status reports, and coordinating project activities and communications are Eligible Expenses. Costs related to contracting services of a Grant Administrator are Eligible Expenses conditional upon the Department's approval of a scope of work and budget prior to incurring grant administration costs.
- H. "Environmental Activity" shall refer to the portion of the Project, funded with the CMI Brownfield Redevelopment Grant, to be undertaken by the Grant Recipient. Environmental Activities may include any or all of the following, as described in Section I of this Agreement.
1. A Baseline Environmental Assessment as defined in Part 201, Section 20101(1)(u).
 2. Evaluating and conducting due care activities, pursuant to Part 201, Sections 20107a(1) and 20129a(1).
 3. Interim response activities as defined in Part 201, Section 20101(1)(u).
 4. An evaluation as defined in Part 201, Section 20101(1)(m).
 5. Feasibility studies as defined in Part 201, Section 20101(1)(p).
 6. Remedial action as defined in Part 201, Section 20101(1)(cc).
 7. Demolition as defined as a response activity in Part 201, Section 20101(1)(ee).
 8. Corrective action, as defined in Part 213, Section 21302(4), Leaking Underground Storage Tanks, and Part 215, Section 21502(k), Underground Storage Tank Financial Assurance, of the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended.
- I. "Grant Administrator" shall refer to a person retained by the Grant Recipient, who is not an existing employee of the Grant Recipient nor an employee of a Contractor, whose sole task is administration of the grant on behalf of the Grant Recipient.
- J. "Ineligible Expenses." The following expenses are not eligible for payment:
1. Office equipment.
 2. Insurance [except liability insurance required pursuant to this Agreement].
 3. Taxes [except sales taxes pursuant to Section VI(A)(3)].
 4. Registrations, including registration of an underground storage tank (UST).
 5. Replacement of equipment.
 6. Land acquisition.
 7. Fees, including late fees and permit fees.
 8. Drinking water supply replacement, as defined in 1990 AACCS Rule 299.5401.

- E. If the work provided by the Contractor(s) does not meet either the objectives stated in Section I of the Agreement or a Department-approved Plan or Change Order, the Department may request the Grant Recipient and/or Contractor(s) to take necessary actions to meet those objectives as agreed to by the Department and the Grant Recipient. All costs associated with those actions shall be at the Contractor's or Grant Recipient's expense. If action is not taken to the Department's satisfaction within 14 days, the Department may:

1. Withhold payments until the work product is acceptable to the Department; or
2. Require that the Grant Recipient identify another qualified Contractor to complete the Project.

V. Environmental Activity Approval and Implementation

- A. Prior to conducting any Environmental Activities, the Grant Recipient shall submit a detailed work plan ("Plan") to the Department for its approval, including a budget and a schedule for conducting the Environmental Activities. The Plan shall be submitted within three (3) months of the Effective Date. The Plan shall propose appropriate Environmental Activities and shall contain a detailed description of the Environmental Activities to be performed, the budgeted costs of performing each activity, and an implementation schedule. The Grant Recipient shall not proceed with Environmental Activities until the Department approves the Plan, budget, and schedule in writing. The Department may approve, modify and approve, or require amendments to the Plan. If the Department requires an amended Plan, the Grant Recipient shall make the requested changes and resubmit the Plan to the Department within sixty (60) days of receipt of the Department's request.
- B. For Projects using a phased approach, the Grant Recipient shall submit a Plan for the first phase with a schedule for all remaining phases. A supplementary Plan, budget, and schedule is required for each subsequent phase and/or scope of work.
- C. The Grant Recipient shall implement the Plan upon the Department's written approval and according to the schedules contained therein. Changes or additions to the schedule, Plan or budget ("Change Orders") may be submitted in writing to the Department and are subject to approval by the Department. Changes to the Plan, or performance of Environmental Activities that are not part of an approved Plan or an approved Change Order, are considered ineligible expenses and may result in the Grant Recipient being responsible for payment of the non-approved Environmental Activities.
- D. Following completion of the work outlined in the Plan, the Grant Recipient shall submit to the Department a report of the results of the Environmental Activities performed. Depending on the results of the Environmental Activities, the Department may request the Grant Recipient to develop and implement a second Plan, budget, and schedule to further delineate or remediate any environmental contamination discovered in the course of the Environmental Activities, provided that adequate grant funds remain. The Grant Recipient shall not proceed with further Environmental Activities until the second Plan and budget are approved in writing by the Department.

VI. Payment of Expenses

Expenses that are incurred by the Grant Recipient to complete the Environmental Activities are the responsibility of the Grant Recipient.

7. The Grant Recipient shall submit payment requests for all work completed on or before September 30 (the end of the state's fiscal year), OR an estimate for work completed on or before September 30, no later than October 15 of the same year. Payment of requests received after October 15 that contain invoices for work performed before September 30 may be delayed or denied. Payment requests containing charges for work performed on or before September 30 must be invoiced separately from charges for work performed on or after October 1 each year. Invoices containing charges for work performed in more than one fiscal year may be returned to the Grant Recipient for correction.
 8. Upon completion of the file inspection and project closeout activities, any funds obligated to the Project or the Grant Recipient under the Agreement, but not expended by the Grant Recipient, shall be deobligated and returned to the Fund.
- B. The Grant Recipient agrees to maintain books, computer records, documents, and other evidence pertaining to the performance of Environmental Activities performed by the Contractor(s) and services of a Grant Administrator under this Agreement in accordance with generally accepted accounting principles and practices.
- C. Audit of Project Expenses
1. Following completion of the Environmental Activities, an audit may be conducted by the Department to verify that expenditures were made in accordance with the Agreement. The audit may also be conducted for Department cost recovery actions. The Department, upon reasonable written notice, shall have access to the Grant Recipient's books, records, documents, and other evidence related to the Project for audit, inspection, and copying.
 2. The Grant Recipient shall maintain all records for five (5) years following completion of the Environmental Activities.

VII. Grant Recipient Deliverables

- A. The Grant Recipient shall provide or cause to be provided to the Department, any or all of the following to both the Site Reclamation Unit and to the District Office listed in Section II of the Agreement.
1. Qualifications of the Grant Recipient's preferred Contractor(s), if required under Section IV (C) and (D) of this Agreement.
 2. A Plan for each phase of Environmental Activities, as described in Section V (A) of this Agreement, and Change Orders as required, described in Section V (C).
 3. A report of the results of each phase of the Environmental Activities performed as described in Section V (B) of this Agreement.
 4. Requests for payment of Approved Costs as described in Section VI (A)(2) of this agreement.

- C. In performing this contract, the Grant Recipient shall not discriminate against any employee or applicant for employment, with respect to his or her hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment because of race, color, religion, national origin, sex, marital status, age, height, weight, or because of a handicap that is unrelated to the employee's or the applicant's ability to perform the duties of a particular job or position. Subcontracts with each subcontractor shall contain a provision requiring non-discrimination in employment as specified herein. This covenant is required pursuant to the Elliott-Larsen Civil Rights Act and any breach thereof may be regarded as a material breach of this Agreement.
- D. The Michigan Department of Consumer and Industry Services is required by 1980 PA 278 to compile and maintain a register of employers who have been found in contempt of court by a federal court of appeals on not less than three occasions involving different violations during the preceding seven (7) years for failure to correct an unfair labor practice as prohibited by Section 8, Chapter 372 of the National Labor Relations Act, 29 USC 158. Pursuant to Section 4 of 1980 PA 278, the State may void this Agreement if the Grant Recipient or any Contractor subsequently appears in the register compiled by the Michigan Department of Consumer and Industry Services of employers found in contempt of court by a federal court of appeals.

X. Other Terms and Conditions

- A. The Department may withhold the Grant until the Department determines that the Grant Recipient is able to proceed with the Project, pursuant to Part 196, Section 19612(3).
- B. A voluntary access agreement or court-ordered access must be secured by the Grant Recipient prior to the performance of the Environmental Activities for any portion of the Property or Project area that are not owned by the Grant Recipient and where Environmental Activities will occur. (Attachment B).
- C. The Grant Recipient shall demonstrate that any Contractor or subcontractor will maintain comprehensive general liability insurance with limits of one million dollars (\$1,000,000) combined single limit, for claims that may arise from the Grant Recipient's operations under this Agreement, naming the Department, the State of Michigan, and the Grant Recipient as additional insured parties. The cost of liability insurance required by the Department, in excess of that already carried by the Contractor or Grant Recipient pursuant to this Agreement, is an Eligible Expense.
- D. This Agreement does not obligate the Department or the State of Michigan to issue any permit required by law to implement the Project described in this Agreement.
- E. Following completion of the Project, the Department may conduct annual compliance inspections for two (2) years to determine whether the Project is being maintained for the use specified in this Agreement.
- F. The filing of false information with the State of Michigan or the Department to obtain funding through the CMI Brownfield Redevelopment Grant or any payment thereunder, is a crime which may subject the Grant Recipient, its agents and/or its employees to civil and criminal prosecution.

- A. The Department may terminate or revise this Agreement with thirty (30) days notice to the Grant Recipient for reasonable cause or in the event of changes in circumstances imposed by legislative budget restrictions, reduction in appropriations, elimination of funding, Executive Order, or Order of the Director of the Department.
- B. The Department may terminate the Agreement and require immediate repayment of the Grant if the Grant Recipient uses grant funds for any purpose other than for the approved activities specified in Section I of this Agreement. The Department will provide the Grant Recipient written notice of the termination thirty (30) days prior to the termination, pursuant to Part 196, Section 19612(6).
- C. The Grant Recipient may terminate the Agreement prior to completing Environmental Activities as specified in Section I or the Development for reasonable cause with thirty (30) days notice to the Department.
- D. If the Grant Recipient terminates the Agreement, the Grant Recipient shall return all grant funds paid by the Department pursuant to this Agreement no later than thirty (30) days after such termination. The Grant Recipient may also be required to relinquish any claim to additional, unused, or future CMI Redevelopment Grant funds. This repayment requirement may be waived when there is a mutual agreement between the Grant Recipient and the Department that economic or environmental benefit has been derived from the expenditures of grant funds and that termination of this Agreement is in the best interest of the Project.

ATTACHMENT A

Legal Description of Property

APPENDIX A - Continued(No. 191825)

44 minutes 00 seconds West along the Northeasterly line of said Terrace Street, extended 381.45 feet; thence Westerly along the Northerly line of said Terrace Street along the arc of a 302.48 foot radius curve to the left, a distance of 119.22 feet to the Northerly line of the CSX Railroad 30.00 foot right of way and the Southerly line of said Lot 7 (the central angle of said curve is 22 degrees 35 minutes 00 seconds and the long chord of said curve bears North 71 degrees 01 minutes 30 seconds West 118.45 feet) to the place of beginning; thence continue Westerly along said Northerly line of Terrace Street along the arc of said 302.45 foot radius curve to the left, a distance of 150.64 feet to the line between Lots 5 and 6 of said Block 558 (the central angle of said curve is 28 degrees 32 minutes 00 seconds and the long chord of said curve bears South 80 degrees 25 minutes 00 seconds West 149.08 feet); thence North 46 degrees 09 minutes 15 seconds West along said line between Lots 5 and 6, a distance of 60.00 feet; thence North 52 degrees 07 minutes 45 seconds East 103.28 feet; thence North 79 degrees 16 minutes 05 seconds East 425.00 feet to a point on the Northerly line of said CSX Railroad 30.00 foot right of way and the Southerly line of said Lot 7; thence Southwesterly along said Northerly line of the CSX Railroad 30.00 foot right of way and the Southerly line of said Lot 7, a distance of 340 feet, more or less, to the place of beginning;

Also all dock and riparian rights incident to the above described premises.

ATTACHMENT C

SAMPLE CONTRACTOR INVOICE

Recommended for Clean Michigan Initiative, Site Reclamation Program
and Site Assessment Fund grants

City of _____

[Address]

Project: Former ABC Foundry, City of _____

OCTOBER 18, 1999

INVOICE NO. 12345

Services performed include, as described in the Work Plan, Task 1, project administration and meetings; Task 2, installation of monitoring wells; Task 3, soil and groundwater sampling; Task 4, laboratory analysis; and Task 5, preparation of reports.

Service dates: July 1, 1999 through September 30, 1999

Professional Services

	Hours	Rate	Amount
Project Manager			
Jane Jones			
Task 1	4.5	90.00	405.00
Task 3	3.0	90.00	270.00
Task 5	7.5	90.00	675.00

Sampling Technician			
John Smith			
Task 2	2.0	50.00	100.00
Task 3	5.0	50.00	250.00

Typist			
Sally Murphy			
Task 5	5.0	45.00	225.00

TOTAL - LABOR 1,925.00

<u>Reimbursable Expenses</u>	Quantity	Rate	Amount
Task 1 -- Facsimiles	11	1.00	11.00
Task 3 -- Mileage	63	0.30	18.90
Task 4 -- Northern Michigan Environmental Lab ** Invoice attached**			
Michigan 10 Metals	6	100.00	600.00
Task 5 -- Aerial Photographs **Invoices attached**			
	3	7.00	21.00

TOTAL - REIMBURSABLE EXPENSES 650.90

INVOICE TOTAL \$2,575.90

DEPARTMENT OF MANAGEMENT AND BUDGET, VEHICLE AND TRAVEL SERVICES SCHEDULE OF TRAVEL RATES FOR CLASSIFIED and UNCLASSIFIED EMPLOYEES EFFECTIVE JANUARY 1, 2002

MICHIGAN SELECT CITIES *

Meals and Lodging	
Lodging (Actual supported by receipts)**	\$65.00
Breakfast	8.75
Lunch	8.75
Dinner	21.00

IN-STATE ALL OTHER - Meals and Lodging

Lodging (Actual supported by receipts)**	\$65.00
Breakfast	7.00
Lunch	7.25
Dinner	16.50

Per Diem	
Total Per Diem	\$76.25
Lodging	45.50
Breakfast	7.00
Lunch	7.25
Dinner	16.50

Group Meetings	
Lodging (Actual supported by receipts)**	\$65.00
Breakfast	7.00
Lunch	10.25
Dinner	16.50

OUT-OF-STATE SELECT CITIES *

Meals and Lodging	Contact Spartan Travel or Preapproved Hotel Listing
Lodging (Actual supported by receipts)**	\$11.00
Breakfast	11.00
Lunch	22.00
Dinner	

OUT-OF-STATE ALL OTHER

Meals and Lodging	Contact Spartan Travel or Preapproved Hotel Listing
Lodging (Actual supported by receipts)**	\$8.50
Breakfast	8.75
Lunch	20.50
Dinner	

Per Diem	
Per Diem	\$83.25
Lodging	45.50
Breakfast	8.50
Lunch	8.75
Dinner	20.50

Incidental Costs per day	\$ 2.00
--------------------------	---------

Mileage Rates - Private vehicle

Approved Private Vehicle use Rate (Premium Rate)	\$.365 per mile
Vehicle & Travel Services Mid-Sized Car Rate	\$.295 per mile
Employee electing to drive private vehicle in lieu of available State vehicle	

* See select cities list

** Lodging available nightly at specified rate, or use preapproved hotel list at

<http://www.state.mi.us/dmb/mgmt/services/vts/> or call Spartan Travel at (517)333-5880 or nationwide at (800)968-2238.

**PAYMENT REQUEST FORM**

*The following information is required to receive payment for incurred costs.
Failure to provide accurate information is a violation of the Grant Agreement.*

Grant Recipient Name		Project Name	Site ID Number DEQ use only
Remittance Address		Project Number (from Grant Agreement)	Contract Number DEQ Use only
City, State, Zip Code		Dates of Services Provided (months and year)	DEQ Accounting Use only
Tax ID Number		Request Number	DEQ Accounting Use only
Name of Contact Person	Telephone No. of Contact Person	Total Amount of Request \$	DEQ Accounting Use only

EXPENDITURES (LIST ONLY THOSE FOR WHICH INVOICES ARE ATTACHED)

INVOICE DATE	VENDOR NAME	DESCRIPTION OF SERVICES RENDERED	INVOICE AMOUNT	PROOF OF PAYMENT

I certify that all expenditures associated with this reimbursement request are consistent with the grant agreement between the Grant Recipient named above and the Michigan Department of Environmental Quality.

Signature of Representative	Title	Date
-----------------------------	-------	------

Mail with completed form to:

SITE RECLAMATION UNIT
ENVIRONMENTAL RESPONSE DIVISION
MICHIGAN DEPARTMENT OF ENVIRONMENTAL QUALITY
120 WEST CHAPIN STREET
CADILLAC, MI 49601

Please fill out the Payment Request Form **completely each time** a request is submitted and note the following guidelines:

1. Site Name: Use the name for which the property is referred to in the grant agreement.
2. Project Number: The number assigned to the project by the DEQ and used for each payment request. It is written in the upper right corner on the top page of the grant agreement.
3. Request Number: The number of each successive reimbursement request. For example, the first request number is 1, the second is 2, and so on.
4. Total Amount of Request: The amount submitted for payment. This amount should be the total of all invoices included in the request.
5. Expenditure Table: Use one line per set of invoices. Fill in the date of the invoice, the vendor, the vendor's invoice number, a brief description of the services, the total amount of the invoice and the number of the check used to make payment to the vendor if payment has been made.
6. Dates of Services Provided: Include the beginning and ending date of the work on the invoices being submitted for reimbursement. Dates can be written as month and year only – for example "10/00 to 12/00."
7. Signature: The signature is made by the authorized representative for the local unit of government, as specified in the grant application. A consultant may not sign the request form unless the consultant has been retained by the grant recipient as a grant administrator.
8. Monthly progress reports must be submitted prior to or with the payment request. The reports are used to describe all grant-funded and/or development activities that have occurred at the project location during the time specified as "Dates of Services Provided."
9. Proof of Payment: Note what proof of payment is submitted with the current payment request. If invoices have not been paid, submit proof that these invoices were paid with the next payment request. If invoices have been paid, include proof of payment for current invoices with the current pay request. Proof of payment of invoices may take the form of copies of canceled checks, copies of invoices from the contractor stamped paid with the amount paid and the date paid, or copies of the grant recipient's receipt of warrant, general ledger or vouchers, or computer printouts showing payment amounts and dates.

For faster processing time, fully and accurately complete the Payment Request Form, AND include a monthly progress report for the time specified as Dates of Services (item number 6 above). If you have questions, please contact:

DEPARTMENT OF ENVIRONMENTAL QUALITY
SITE RECLAMATION UNIT
ENVIRONMENTAL RESPONSE DIVISION
P.O. BOX 30426
LANSING, MICHIGAN 48909-7926
517-373-9540

April 2001

Commission Meeting Date: November 12, 2002

Date: October 28, 2002

To: Honorable Mayor & City Commission

From: Planning & Economic Development Department *CBC*

**RE: CMI Brownfield/SmartZone Consulting Contract-
Anne Couture**

SUMMARY OF REQUEST: The City of Muskegon was awarded a Clean Michigan Initiative (CMI) Brownfield grant, in an amount up to \$1,000,000, for the purposes of due care activities and grant administration for the SmartZone site. Anne Couture, of Couture Environmental Strategies LLC, has been the City's consultant for grant administration and grant writing for these activities. It is recommended that Ms. Couture be retained in this capacity to continue with the grant administration during the duration of the grant activities. Therefore, the Commission is asked to approve the attached proposal from Ms. Couture and authorize the Mayor to sign.

FINANCIAL IMPACT: The budget for grant administration activities is \$45,000. The cost will be covered by the grand funds.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: To approve the attached proposal between the City of Muskegon and Couture Environmental Strategies LLC, and authorize the Mayor to sign the proposal.

COMMITTEE RECOMMENDATION: None.



Couture

Environmental Strategies LLC

2002-126(d)

RECEIVED

OCT 24 2002

CITY OF MUSKEGON
PLANNING DEPARTMENT

October 22, 2002

Ms. Cathy Brubaker-Clarke
Director of Community and Economic Development
City of Muskegon
PO Box 536
Muskegon, MI 49443-0536

Re: Proposal for Grant Administration
Muskegon SmartZone (former Teledyne) Project
CMI Brownfield Redevelopment Grant

Dear Cathy:

Couture Environmental Strategies LLC is pleased to submit this proposal to the City of Muskegon ("City") to provide grant administration services for the Muskegon SmartZone (former Teledyne site) CMI Brownfield Redevelopment Grant ("Project").

Scope of Work

The Scope of Work for the proposed services of Couture Environmental Strategies LLC includes the following:

1. Coordinate activities and communication among Project participants, Project consultants/contractors, and other parties who may be interested in or involved in the Project. Schedule Project progress meetings as needed to facilitate communication, develop technical strategies, and facilitate overall Project coordination.
2. Obtain work plan and budget approval from MDEQ prior to Project consultants/contractors undertaking any grant-eligible tasks.
3. Review and comment on all draft work plans and budgets, reports, change orders, bid documents, and other documents prepared by the Project consultants/contractors. Track consultant/contractors expenditures to assure consistency with MDEQ-approved budgets and work plans. Assure any cost increases over budget are approved by MDEQ prior to incurring such costs.
4. Provide information to MDEQ regarding the Project, including preparation of monthly progress reports (per the Grant Agreement) on environmental response and development activities.
5. Review Project consultant/contractor invoices; prepare reimbursement requests (per the Grant Agreement) on behalf of the City for submittal to MDEQ. Sign reimbursement request forms on behalf of the City. Provide review and comment on any proposed contracts with contractors/consultants for grant-funded activities related to the Project.
6. Provide assistance to the City in development and execution of any proposed amendments to the MDEQ Grant Agreement as necessary to implement Project goals.
7. Keep the City apprised of grant project progress and issues.

8. Provide assistance to the City in complying with the terms and conditions of the CMI Brownfield Redevelopment Grant Agreement.

Budget

The services of Couture Environmental Strategies LLC will be billed to the City on an hourly basis; my current hourly rate is \$140/hour, and will be \$150/hour beginning 1/1/03. Time will be billed based on actual hours worked and direct costs incurred. All grant administration activities will be conducted in compliance with an MDEQ-approved work plan and budget, pursuant to Section III (G)(2) of the CMI Brownfield Redevelopment Grant Agreement, and therefore will be reimbursable from the Grant. The budget for grant administration activities is \$45,000.

Agreement

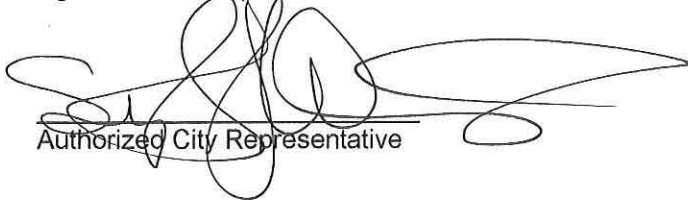
Attached to the letter are Provisions for Representation by Couture Environmental Strategies LLC ("Provisions"). This letter and the attached Provisions constitute a contractual agreement for services. If these terms and conditions are acceptable, I would appreciate your acknowledging acceptance of them by signing and returning the enclosed copy of this letter. Please don't hesitate to call if you have any questions.

Sincerely,



Anne P. Couture
Couture Environmental Strategies LLC

Agreed and Accepted


Authorized City Representative

November 12, 2002

Date

Attachment

**PROVISIONS FOR REPRESENTATION BY
COUTURE ENVIRONMENTAL STRATEGIES LLC**

Except as modified by an engagement letter, the following provisions will apply to the relationship between Couture Environmental Strategies LLC and each of its clients:

1. Fees for services rendered will be based on the reasonable value of those services. Fees will be based primarily on standard hourly billing rates and the numbers of hours worked. Couture Environmental Strategies LLC will adjust billing rates from time to time.
2. Time for which a client will be charged will include, among other things, telephone and office conferences with the client, consultants, regulators, public officials, and others; investigations; research; report preparation; document review and comment; drafting of letters, memoranda and other documents; and travel time.
3. In addition to fees, costs and expenses incurred in performing services will be billed, including photocopying, postage, travel (mileage, meals, lodging), faxes, and other similar costs and expenses. All costs billed will be consistent with approved State of Michigan rates.
4. Although fees or costs are estimated, these estimates are subject to unforeseen circumstances and are by their nature inexact. CES LLC will not be bound by any estimates except to the extent expressly set forth in the engagement letter.
5. Fees and expenses will be billed monthly.
6. A client shall have the right to terminate our services and representation upon written notice. Such termination, however, will not relieve the client of the obligation to pay for all services rendered and costs or expenses paid or incurred on behalf of the client prior to termination.
7. In recognition of the relative risks, rewards and benefits of the Project to both the Client and CES LLC, the risks have been allocated such that the Client agrees that, to the fullest extent permitted by law, CES LLC total liability to the Client for any and all injuries, claims, losses, expenses, damages or claim expenses arising out of this agreement from any cause or causes, shall not exceed CES LLC total fee for services rendered on this project. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.