

CITY OF MUSKEGON

CITY COMMISSION MEETING

JULY 24, 2007

CITY COMMISSION CHAMBERS @ 5:30 P.M.

AGENDA

- ❑ CALL TO ORDER:
- ❑ PRAYER:
- ❑ PLEDGE OF ALLEGIANCE:
- ❑ ROLL CALL:
- ❑ HONORS AND AWARDS:
- ❑ INTRODUCTIONS/PRESENTATION:
- ❑ CONSENT AGENDA:
 - A. Approval of Minutes. CITY CLERK
 - B. Approval of a Neighborhood Enterprise Zone Certificate. PLANNING & ECONOMIC DEVELOPMENT
 - C. FIRST READING: Amendment to the Zoning Ordinance - Clarify "Horizontal Plane". PLANNING & ECONOMIC DEVELOPMENT
 - D. FIRST READING: Rezoning Request for Property Located at 1024 Sophia Street. PLANNING & ECONOMIC DEVELOPMENT
 - E. Water Plant Reliability Study. WATER FILTRATION
 - F. Urban Renewal Plan Project R-134. COMMUNITY & NEIGHBORHOOD SERVICES
 - G. Lead Based Paint Abatement at 218 Catherine. COMMUNITY & NEIGHBORHOOD SERVICES
 - H. Approval of Contractor for Rehabilitation of House at 218 Catherine. COMMUNITY & NEIGHBORHOOD SERVICES
 - I. Approval of Contractor for Construction of new House at 539 Orchard. COMMUNITY & NEIGHBORHOOD SERVICES
 - J. Well Installation. CEMETERY
 - K. Budgeted Meter Reading Equipment Replacement. PUBLIC WORKS

L. Service Agreement with Muskegon Heights. PUBLIC WORKS

M. Transfer Ownership of Sanitary Sewer. PUBLIC WORKS

N. Request for an Encroachment Agreement – Lorin Industries.
ENGINEERING

O. Request for an Encroachment Agreement on Third Street.
ENGINEERING

❑ PUBLIC HEARINGS:

A. Request for an Industrial Facilities Exemption Certificate – ADAC
Plastics. PLANNING & ECONOMIC DEVELOPMENT

❑ COMMUNICATIONS:

❑ CITY MANAGER'S REPORT:

❑ UNFINISHED BUSINESS:

❑ NEW BUSINESS:

A. Extension of Time Period for Existing Renaissance Zone Parcels.
PLANNING & ECONOMIC DEVELOPMENT

❑ ANY OTHER BUSINESS:

❑ PUBLIC PARTICIPATION:

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

❑ CLOSED SESSION: Property acquisition.

❑ ADJOURNMENT:

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

Date: July 24, 2007
To: Honorable Mayor and City Commissioners
From: Ann Marie Becker, City Clerk
RE: Approval of Minutes

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

FINANCIAL IMPACT: None.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: Approval of the minutes.

CITY OF MUSKEGON

CITY COMMISSION MEETING

JULY 24, 2007

CITY COMMISSION CHAMBERS @ 5:30 P.M.

MINUTES

The Regular Commission Meeting of the City of Muskegon was held at City Hall, 933 Terrace Street, Muskegon, Michigan at 5:30 p.m., Tuesday, July 24, 2007.

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

ROLL CALL FOR THE REGULAR COMMISSION MEETING:

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

2007-60 CONSENT AGENDA:

A. Approval of Minutes. CITY CLERK

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

FINANCIAL IMPACT: None.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: Approval of the minutes.

C. FIRST READING: Amendment to the Zoning Ordinance - Clarify "Horizontal Plane". PLANNING & ECONOMIC DEVELOPMENT

SUMMARY OF REQUEST: Request to amend Section 2331 (Landscaping, Fencing, Walls, Screens, and Lighting, #20, d) of Article XXIII (General Provisions) clarifying the "horizontal plane" of a light fixture.

FINANCIAL IMPACT: None.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: Staff recommends amendment of the Zoning Ordinance to amend the language regarding horizontal plane.

COMMITTEE RECOMMENDATION: The Planning Commission recommended

approval of the request at their July 12th meeting. The vote was unanimous with T. Harryman and B. Smith absent.

F. Urban Renewal Plan Project R-134. COMMUNITY & NEIGHBORHOOD SERVICES

SUMMARY OF REQUEST: To request Commission to instruct Wilmern Griffin, City of Muskegon Community and Neighborhood Services Director, to sign the affidavit that to the best of his knowledge the U.S. Department of Housing and Urban Renewal has signed off on the Urban Renewal Plan Project R-134. Therefore, the redevelopment of the downtown site can continue without any title issues.

FINANCIAL IMPACT: None.

BUDGET ACTION REQUIRED: None.

G. Lead Based Paint Abatement at 218 Catherine. COMMUNITY & NEIGHBORHOOD SERVICES

SUMMARY OF REQUEST: To approve the contract with Specialty Builders of 2434 Annette, Muskegon, Michigan, for the lead base paint abatement of the city-owned home at 218 Catherine for the cost of \$21,750.

The City received two additional bids:

- **DeRose Builders**, of 7786 Wiczer Drive, Whitehall, Michigan, for \$24,550
- **Statewide Abatement** of 1720 Creston Avenue, Muskegon, Michigan for \$27,800

After the lead base paint abatement is complete the structure will be totally rehabilitated and then sold to a qualified low to moderate-income homebuyer.

FINANCIAL IMPACT: Cost of the abatement will be allocated from the 2007-2008 HOME budget.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: To approve Community and Neighborhood Services office to develop a contract with Specialty Builders of Muskegon, and direct the Mayor and Clerk to sign the contract.

H. Approval of Contractor for Rehabilitation of House at 218 Catherine. COMMUNITY & NEIGHBORHOOD SERVICES

SUMMARY OF REQUEST: To approve the contract with J2 Development, 109 West Laketon, Muskegon, Michigan, for the completion of the rehabilitation to be located at 218 Catherine, for the cost of \$52,511.

After the total rehabilitation is completed the home will be sold to a qualified first-time homebuyer, continuing the City's aggressive neighborhood revitalization efforts in the Angell neighborhood area under the Operation: "**A Place you call Home**".

The City received five additional bids:

- **DH Construction** of 3680 Ryerson, Twin Lake, Michigan, for \$54,003
- **Lewis Johnson** of 16976 Bonita Court, Grand Haven, Michigan, for \$58,800
- **Specialty Builders** 2434 Annette Avenue, Muskegon, Michigan, for \$63,207
- **Obenauf DePender Construction LLC** of 4471 Thompkins Trail, Muskegon, Michigan, for \$71,220
- **DeRose Builders** of 7786 Wiczer Drive, Whitehall, Michigan, for \$78,552

FINANCIAL IMPACT: The funding for the project will be taken from the City's 2007-2008 HOME funds.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: To approve Community and Neighborhood Services office to develop a contract with J2 Development, 109 W. Laketon, and direct the Mayor and Clerk to sign the contract.

I. Approval of Contractor for Construction of new House at 539 Orchard.
COMMUNITY & NEIGHBORHOOD SERVICES

SUMMARY OF REQUEST: To approve the contract with Murphy Brothers Construction, 2519 McArthur, Muskegon, Michigan for the construction of the new home to be located at 539 Orchard for the cost of \$110,994. After the construction is completed, the new home will be sold to a qualified first-time homebuyer continuing the City's aggressive neighborhood revitalization efforts in the Angell Neighborhood under the Operation "Community Uprising".

The City received six other bids:

DeRose Builder, 7786 Wiczer Drive, Whitehall, MI	\$115,318.00
Beattie Brothers Builder, 2786 Holton, Whitehall, MI	\$120,222.17
Specialty Builders, 2434 Annette, Muskegon MI	\$131,043.65
Holden Construction, 601 Amity, Muskegon, MI	\$135,663.00
Lakeshore Construction, 8253 S. 116 th , Rothbury, MI	\$139,250.00
Rich Construction, 28 E. Main, Fremont, MI	\$137,674.09

FINANCIAL IMPACT: The funding for the project will be taken from the City's 2007-2008 HOME funds.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: To approve Community and Neighborhood Services office to develop a contact with Murphy Brothers Construction and direct the Mayor and Clerk to sign the contract.

K. Budgeted Meter Reading Equipment Replacement. PUBLIC WORKS

SUMMARY OF REQUEST: Approval to purchase two SSI AR 5000 Solid State Interrogators - Hand Held Meter Reading Units. Currently the City owns four hand held meter reading units. Two meter reading units are 14 years old and two units were replaced last year. This proposal is intended to replace the two 14 year old units.

FINANCIAL IMPACT: Total cost \$9,200.

BUDGET ACTION REQUIRED: None, included in 2007 Budget.

STAFF RECOMMENDATION: To approve purchase from Etna Supply.

N. Request for an Encroachment Agreement – Lorin Industries.
ENGINEERING

SUMMARY OF REQUEST: Lorin Industries has filed the enclosed encroachment agreement form to install three monitoring wells in the public right of way of Keating Avenue.

FINANCIAL IMPACT: None.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: To approve the encroachment agreement subject to the supplemental conditions and compliance with the necessary insurance requirements.

O. Request for an Encroachment Agreement on Third Street.
ENGINEERING

SUMMARY OF REQUEST: Muskegon Main Street has requested your permission to place three open bottom planters along Third Street. The planters will be filled with grade 6A gravel topped with landscape fabric, soil, and perennial flowers. Muskegon Main Street and the businesses along the Third Street corridor will jointly maintain the planters.

FINANCIAL IMPACT: None.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: To approve the encroachment agreement with the supplemental conditions.

Motion by Vice Mayor Gawron, second by Commissioner Carter to approve the Consent Agenda as presented minus items B, D, E, J, L, and M.

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

Nays: None

MOTION PASSES

2007-61 ITEMS REMOVED FROM THE CONSENT AGENDA:

B. Approval of a Neighborhood Enterprise Zone Certificate. PLANNING & ECONOMIC DEVELOPMENT

SUMMARY OF REQUEST: An application for a Neighborhood Enterprise Zone (NEZ) certificate has been received from Kevin Eden to rehabilitate a home in the Nelson neighborhood at 372 W. Muskegon Avenue. The home is located in a Neighborhood Enterprise Zone. The application states that the estimated cost for rehabilitation will be \$46,400. The addition of a new foundation (complete basement), new front porch with steps, new sidewalks (from the front and side doors to the sidewalk at the street), new rear porch steps, reconstruction of front porch brick columns and stone work, new concrete parking slab, and a new roof for the home. The applicant has met local and state requirements for the issuance of the NEZ certificate. Approval or denial by the City Commission is required within 60 days of the application date and must be forwarded to the State Tax Commission.

FINANCIAL IMPACT: Taxation will be 50% of the State average for the next 11 years.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: Approve issuance of the NEZ certificate.

Motion by Commissioner Davis, second by Commissioner Shepherd to approve the Neighborhood Enterprise Zone for 372 W. Muskegon Avenue.

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

Nays: None

MOTION PASSES

D. FIRST READING: Rezoning Request for Property Located at 1024 Sophia Street. PLANNING & ECONOMIC DEVELOPMENT

SUMMARY OF REQUEST: Request to rezone the property located at 1024 Sophia Street, from R-1, One Family Residential District to B-2, Convenience and Comparison Business District.

FINANCIAL IMPACT: None.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: Staff recommends approval of the request.

COMMITTEE RECOMMENDATION: The Planning Commission recommended approval of the request at their July 12th meeting. The vote was unanimous, with T. Harryman and B. Smith absent.

Motion by Commissioner Shepherd, second by Commissioner Spataro to approve the rezoning request for property located at 1024 Sophia Street.

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

Nays: None

MOTION PASSES

E. Water Plant Reliability Study. WATER FILTRATION

SUMMARY OF REQUEST: To enter into contract with the engineering firm of Fishbeck, Thompson, Carr & Huber for performance of the Water Filtration Plant Reliability Study.

FINANCIAL IMPACT: The professional proposal cost is \$46,238.

BUDGET ACTION REQUIRED: The study cost is to be paid by the capitol improvements section of the water fund.

STAFF RECOMMENDATION: Staff recommends the Mayor and City Commission enter into contract with Fishbeck, Thompson, Carr & Huber for performance of the Water Filtration Plant Reliability Study at a cost of \$46,238.

Motion by Commissioner Davis, second by Commissioner Carter to approve the water plant reliability study contract with Fishbeck, Thompson, Carr & Huber.

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

Nays: None

MOTION PASSES

J. Well Installation. CEMETERY

SUMMARY OF REQUEST: Authorize staff to enter into an agreement with Brass-Mar Water Wells Inc. out of 13427 Fruit Ridge, Kent City, since they were the lowest responsible bidder with a bid price of \$25,043.

FINANCIAL IMPACT: Cost of drill/installing one well of \$25,043.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: Authorize staff to enter into an agreement with Brass-Mar Water Wells Inc.

Motion by Commissioner Davis, second by Vice Mayor Gawron to approve the agreement with Brass-Mar Water Wells for the well installation.

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

Nays: None

MOTION PASSES

L. Service Agreement with Muskegon Heights. PUBLIC WORKS

SUMMARY OF REQUEST: Authorize the Mayor and Clerk to sign the agreement with Muskegon Heights to maintain their fleet.

FINANCIAL IMPACT: Potential revenue of \$20,000 to \$30,000.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: Approve the service agreement with Muskegon Heights and authorize the Mayor and Clerk to sign the agreement.

Motion by Commissioner Spataro, second by Commissioner Carter to approve the service agreement with Muskegon Heights.

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

Nays: None

MOTION PASSES

M. Transfer Ownership of Sanitary Sewer. PUBLIC WORKS

SUMMARY OF REQUEST: For many years the City of Muskegon has owned and maintained a sanitary sewer that is a collection sewer for three cities. This sewer line was most likely overlooked when local lines were turned over to the County of Muskegon during the original Wastewater Project. This line is used by both the City of Norton Shores and the City of Roosevelt Park and no interagency agreement for joint maintenance was ever executed.

FINANCIAL IMPACT: The potential of future maintenance expense will now be shared by all users rather than just the City of Muskegon.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: Recommend that the City of Muskegon transfer ownership of this collection sanitary sewer to the Muskegon County Wastewater System.

Motion by Commissioner Davis, second by Commissioner Carter to approve the transfer of ownership of the sanitary sewer to the County of Muskegon.

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

Nays: None

MOTION PASSES

2007-62 PUBLIC HEARINGS:

A. Request for an Industrial Facilities Exemption Certificate – ADAC Plastics. PLANNING & ECONOMIC DEVELOPMENT

SUMMARY OF REQUEST: Pursuant to Public Act 198 of 1974, as amended, ADAC Plastics, 1801 E. Keating Avenue, has requested the issuance of an Industrial

Facilities Exemption Certificate for the property located at 1801 E. Keating, Muskegon. The total capital investment is approximately \$500,000 in personal property and \$2,775,000 in real property. This request qualifies ADAC Plastics for a term of twelve years for real property and six years for personal property.

FINANCIAL IMPACT: The City will capture certain additional property taxes generated by the expansion.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: Approval of the resolution granting an Industrial Facilities Exemption Certificate for a term of twelve years for real property and six years for personal property. In addition, the City's Affirmative Action Director met with ADAC staff to discuss their affirmative action plan on Friday, July 20.

The Public Hearing opened to hear and consider any comments from the public. Leland Davis, 1148 Terrace Manor, commented.

Motion by Commissioner Carter, second by Commissioner Shepherd to close the Public Hearing and approve the request for an Industrial Facilities Exemption Certificate for ADAC Plastics.

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

Nays: None

MOTION PASSES

2007-63 NEW BUSINESS:

A. Extension of Time Period for Existing Renaissance Zone Parcels. PLANNING & ECONOMIC DEVELOPMENT

SUMMARY OF REQUEST: Last year, PA 440 (HB 5942) amended the Michigan Renaissance Zone Act (PA 376 of 1996) to allow for the extension of time for one or more portions of existing Renaissance subzones. In order for any extensions to be approved by the State, the local municipality must first grant approval. In addition, the development must be new to the zone and it must be shown that the existing renaissance zone has not experienced significant development. Staff is aware of a few projects that will be seeking Renaissance Zone extensions. Therefore, City Commission is asked to approve the Policy for "Extension of Time Period for Existing Renaissance Zone Parcels". Any and all requests for individual extensions will require an Agreement between the property owner/developer and the City, and will be presented to the City Commission for approval.

FINANCIAL IMPACT: None at this time, but approval of the Policy should generate additional development within the Muskegon Renaissance Zones.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: To approve the Policy.

Motion by Commissioner Spataro, second by Vice Mayor Gawron to approve the policy for extension of time period for existing Renaissance Zone parcels.

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

Nays: None

MOTION PASSES

B. Request to Purchase Office Furniture. PUBLIC SAFETY

SUMMARY OF REQUEST: Fire Department staff is requesting approval by the Commission to allow for the procurement of office furniture for the new Central Fire Station. The low bid, which meets all stated specifications, was submitted by Lakeshore Office Furniture, 2615 Temple Street, Muskegon, MI 49444. The bid price submitted by Lakeshore is \$6,504.20.

FINANCIAL IMPACT: Funds for this purchase are provided for in the building fund for the new Central Fire Station.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: Approval.

Motion by Commissioner Spataro, second by Commissioner Wierengo to approve the request to purchase office furniture for the new Central Fire Station.

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

Nays: None

MOTION PASSES

PUBLIC PARTICIPATION: Various comments were heard from the public.

2007-64 CLOSED SESSION: Three items - property acquisition and discuss attorney client privilege.

Motion by Commissioner Carter, second by Commissioner Spataro to go into three separate Closed Sessions to discuss property acquisition and attorney client privilege.

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

Nays: None

MOTION PASSES

Motion by Vice Mayor Gawron, second by Commissioner Shepherd to come out of Closed Session.

ROLL VOTE: Ayes: Davis, Gawron, Shepherd, Spataro, Warmington, Wierengo,

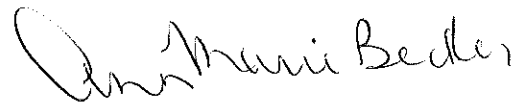
and Carter

Nays: None

MOTION PASSES

ADJOURNMENT: The City Commission Meeting adjourned at 8:10 p.m.

Respectfully submitted,

A handwritten signature in cursive script, reading "Ann Marie Becker". The signature is written in black ink and is positioned above the printed name and title.

Ann Marie Becker, MMC
City Clerk

Commission Meeting Date: July 24, 2007

Date: July 13, 2007
To: Honorable Mayor and City Commissioners
From: Planning & Economic Development *abc*
RE: Amendment to the Zoning Ordinance – Clarify “horizontal plane”

SUMMARY OF REQUEST:

Request to amend Section 2331 (Landscaping, Fencing, Walls, Screens, and Lighting, #20, d) of Article XXIII (General Provisions) clarifying the “horizontal plane” of a light fixture..

FINANCIAL IMPACT:

None

BUDGET ACTION REQUIRED:

None

STAFF RECOMMENDATION:

Staff recommends amendment of the Zoning Ordinance to amend the language regarding horizontal plane.

COMMITTEE RECOMMENDATION:

The Planning Commission recommended approval of the request at their 7/12 meeting. The vote was unanimous with T. Harryman and B. Smith absent.

Staff Report (EXCERPT)
CITY OF MUSKEGON
PLANNING COMMISSION
REGULAR MEETING

July 12, 2007

Hearing: Case 2007-17: Staff initiated request to amend Section 2331 (Landscaping, Fencing, Walls, Screens, and lighting, #20, d) of Section XXIII, clarifying the location of the “horizontal plane”.

BACKGROUND

The Zoning Ordinance requirements for outdoor lighting were amended in 1998. At that time the present requirement for 100% cut-off lighting was put into place. The reasons behind this requirement were two fold. It is best to keep the light concentrated in the areas where it is needed for safety reasons, and also to protect the environment in several ways. Keeping outdoor lighting directed downward helps eliminate sky glow, light trespass, glare, clutter and confusion, energy waste and financial waste.

Recently, a variance was obtained to this section of the ordinance to allow lights shining up into the sky to wash the wall of an office building on our lakeshore. One of the arguments made by the applicant was that our zoning ordinance didn’t designate where the “horizontal plane” was, and the applicant interpreted it to be the top of the building. In order to further tighten this language so it meets the intent under which it was written into the ordinance, staff recommends the following addition:

NEW LANGUAGE

Deletions are ~~crossed-out~~ and additions are in **bold**:

- d. Lighting fixtures shall be a down-type having one hundred percent (100%) cut off. The light rays may not be emitted by the installed fixture at angles above the horizontal plane **passing through the lowest point on the light fixture from which the light is omitted**, as certified by the manufacturer's photometric test.

DELIBERATION

I move that the amendment to Section 2331(Landscaping, Fencing, Walls, Screens, and Lighting, #20, d), of Article XXIII, General Provisions, of the City of Muskegon Zoning Ordinance, be recommended to the City Commission for (approval/denial).

CITY OF MUSKEGON
MUSKEGON COUNTY, MICHIGAN

ORDINANCE NO. 2232

An ordinance to amend Section 2331 (Landscaping, Fencing, Walls, Screens, and Lighting, #20, d) of Article XXIII (General Provisions) clarifying the horizontal plane of a light fixture.

THE CITY COMMISSION OF THE CITY OF MUSKEGON HEREBY ORDAINS:

Section 2331 (Landscaping, Fencing, Walls, Screens, and Lighting, #20, d) of Article XXIII (General Provisions) is amended clarifying "horizontal plane", as follows:

Changes to Section 2331, (#20, d): General Provisions

- d. Lighting fixtures shall be a down-type having one hundred percent (100%) cut off. The light rays may not be emitted by the installed fixture at angles above the horizontal plane **passing through the lowest point on the light fixture from which the light is emitted**, as certified by the manufacturer's photometric test.

This ordinance adopted:

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

Nays: None

Adoption Date: July 24, 2007

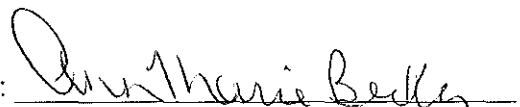
Effective Date: August 9, 2007

First Reading: July 24, 2007

Second Reading: N/A

CITY OF MUSKEGON

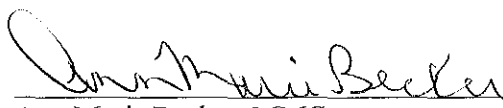
By:


Ann Marie Becker, MMC, City Clerk

CERTIFICATE

The undersigned, being the duly qualified clerk of the City of Muskegon, Muskegon County, Michigan, does hereby certify that the foregoing is a true and complete copy of an ordinance adopted by the City Commission of the City of Muskegon, at a regular meeting of the City Commission on the 24th day of July, 2007, at which meeting a quorum was present and remained throughout, and that the original of said ordinance is on file in the records of the City of Muskegon. I further certify that the meeting was conducted and public notice was given pursuant to and in full compliance with Act No. 267, Public Acts of Michigan of 1976, as amended, and that minutes were kept and will be or have been made available as required thereby.

DATED: July 24, 2007.


Ann Marie Becker, MMC
Clerk, City of Muskegon

Publish: Notice of Adoption to be published once within ten (10) days of final adoption.

**CITY OF MUSKEGON
NOTICE OF ADOPTION**

Please take notice that on July 24, 2007, the City Commission of the City of Muskegon adopted an ordinance to amend Section 2331 (Landscaping, Fences, Walls, Screens, and Lighting, #20, d) of Article XXIII (General Provisions) clarifying "horizontal plane".

Copies of the ordinance may be viewed and purchased at reasonable cost at the Office of the City Clerk in the City Hall, 933 Terrace Street, Muskegon, Michigan, during regular business hours.

This ordinance amendment is effective ten days from the date of this publication.

Published July 30, 2007.

CITY OF MUSKEGON

By _____
Ann Marie Becker, MMC
City Clerk

PUBLISH ONCE WITHIN TEN (10) DAYS OF FINAL PASSAGE.

Account No. 101-80400-5354

Commission Meeting Date: July 24, 2007

Date: July 17, 2007

To: Honorable Mayor & City Commission

**From: Community and Neighborhood Services
Department**

RE: Urban Renewal Plan Project R-134

SUMMARY OF REQUEST: To request Commission to instruct Wilmern Griffin, City of Muskegon Community and Neighborhood Services Director, to sign the following affidavit that to the best of his knowledge the U.S. Department of Housing and Urban Renewal has signed off on the Urban Renewal Plan Project R-134. Therefore, the redevelopment of the downtown site can continue without any title issues.

FINANCIAL IMPACT: None

BUDGET ACTION REQUIRED: None

AFFIDAVIT OF WILLMERN GRIFFIN

STATE OF MICHIGAN
COUNTY OF MUSKEGON

Willmern Griffin, being duly sworn, swears and confirms the following:

1. I am the Director of Community and Neighborhood Services for the City of Muskegon.
2. I am familiar with the United States Department of Housing and Urban Development ("HUD") Urban Renewal Plan Project R-134 in downtown Muskegon, Michigan as described in the instrument recorded on January 28, 1969 at liber 910, page 542, Muskegon County Records (the "Plan").
3. The City of Muskegon agrees with HUD that the Plan has been satisfied in accordance with the letter and attachments I received from Jeanette Harris, Director, Office of Community Planning and Development for HUD attached to this affidavit.

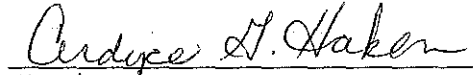


Name: Willmern Griffin

Date: July 31, 2007

STATE OF MICHIGAN
COUNTY OF MUSKEGON

The foregoing instrument was acknowledged before me on July 31, 2007 by Willmern Griffin, an individual.



Muskegon Notary Public

Muskegon County, Michigan

My commission expires: 04/03/011

Acting in Muskegon County, Michigan

PREPARED BY AND WHEN
RECORDED RETURN TO:

Chris Kelly

Parmenter O'Toole

601 Terrace Street, Muskegon, Michigan 49440

(231) 722-5414

ARDYCE G. HAKEN
NOTARY PUBLIC, MUSKEGON COUNTY, MI
MY COMMISSION EXPIRES APRIL 3, 2011

Commission Meeting Date: July 24, 2007

Date: July 17, 2007

To: Honorable Mayor & City Commission

**From: Community and Neighborhood Services
Department**

RE: Lead Based Paint abatement at 218 Catherine

SUMMARY OF REQUEST: To approve the contract with Specialty Builders of 2434 Annette Muskegon, Michigan for the lead base paint abatement of the city-owned home at 218 Catherine for the cost of \$21,750. (Twenty One Thousand Seven Fifty)

The City received two additional bids:

- **DeRose Builders**, of 7786 Wiczer Drive, Whitehall, Michigan, for \$24,550 (Twenty Four Thousand Fifty dollars)
- **Statewide Abatement** of 1720 Creston Avenue Muskegon, Michigan for \$27,800 (Twenty Seven Thousand Eight Hundred)

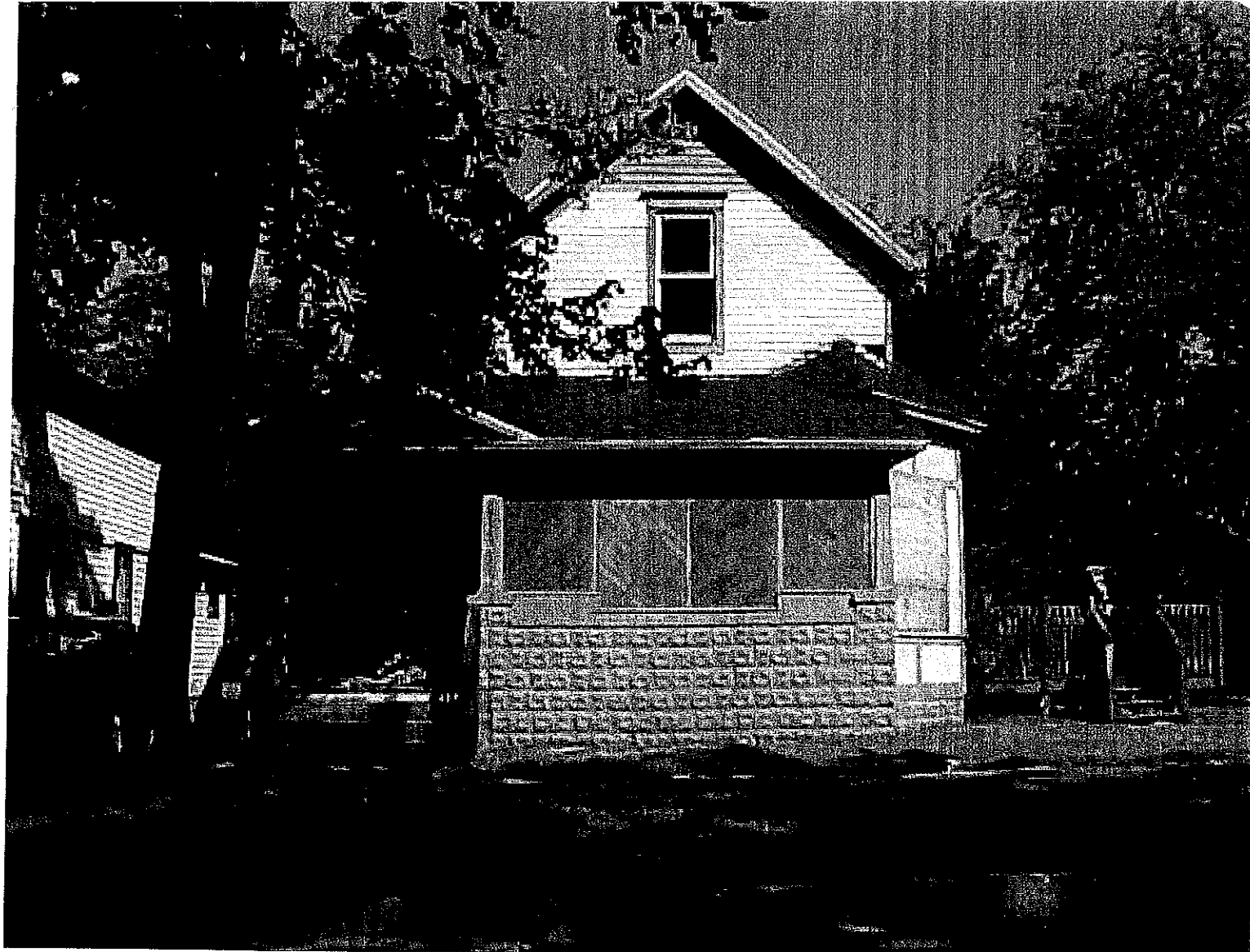
After the lead base paint abatement is complete the structure will be totally rehabilitated and then sold to a qualified low to moderate-income homebuyer.

FINANCIAL IMPACT: Cost of the abatement will be allocated from the 2007-2008 HOME budget.

BUDGET ACTION REQUIRED: None

STAFF RECOMMENDATION: To approve Community and Neighborhood Services office to develop a contract with Specialty Builder of Muskegon, and direct Mayor and Clerk to sign the contract.

COMMITTEE RECOMMENDATION: None



24-205-252-0006-10

218 CATHERINE AVE

FRONT VIEW 08/06

Commission Meeting Date: July 24, 2007

Date: July 17, 2007

To: Honorable Mayor & City Commission

**From: Community and Neighborhood Services
Department**

**RE: Approval of Contractor for Rehabilitation of House
at 218 Catherine. W.G.**

SUMMARY OF REQUEST: To approve the contract with J2 Development 109 West Laketon Muskegon, Michigan, for the completion of the rehabilitation to be located at 218 Catherine, for the cost of \$52,511 (Fifty-two thousand five hundred eleven dollars).

After the total rehabilitation is completed the home will be sold to a qualified first-time homebuyer, continuing the City's aggressive neighborhood revitalization efforts in the Angel neighborhood area under the Operation: "***A Place you call Home***"

The City received Five (5) additional bids:

- **DH Construction**, of 3680 Ryerson Twin Lake, Michigan, for \$54,003 (Fifty Four Thousand Three)
- **Lewis Johnson** , of 16976 Bonita Court Grand Haven, Michigan, for \$58,800 (Fifty Eight Thousand Eight hundred dollars)
- **Specialty Builders**, 2434 Annett Avenue Muskegon, Michigan \$63,207 (Sixty Three Thousand Two Hundred seven)
- **Obenauf DePender Construction LLC**, of 4471 Thompkins Trail Muskegon Michigan, for \$ 71,220 (Sixty-eight thousand five hundred seventy-eight dollars)

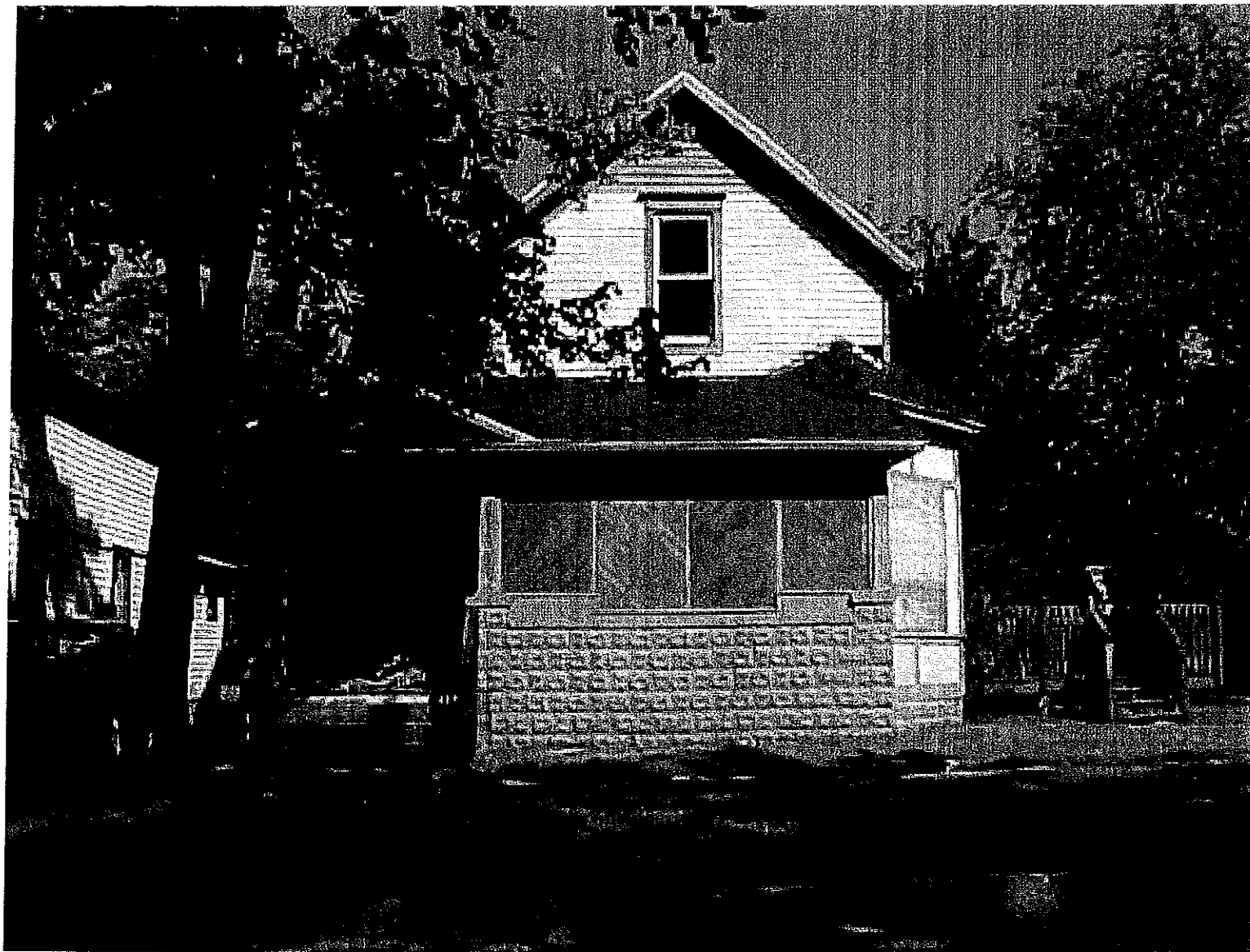
- **DeRose Builders 7786 Wiczer Drive White Hall, Michigan
\$78,552 (Seventy Eight Thousand Five Hundred Fifty Two)**

FINANCIAL IMPACT: The funding for the project will be taken from the City's 2007-2008 HOME funds.

BUDGET ACTION REQUIRED: None

STAFF RECOMMENDATION: To approve for the Community and Neighborhood Services office to develop a contract with J2 Development 109 W. Laketon and direct the Mayor and Clerk to sign the contract.

COMMITTEE RECOMMENDATION: None needed.



24-205-252-0006-10

218 CATHERINE AVE

FRONT VIEW 08/06

Commission Meeting Date: July 24, 2007

Date: July 17, 2007

To: Honorable Mayor & City Commission

From: Community and Neighborhood Services

Department

W.G.

**RE: Approval of Contractor for Construction of new
House at 539 Orchard**

SUMMARY OF REQUEST: To approve the contract with Murphy Brothers Construction 2519 McArthur Muskegon, Michigan. for the construction of the new home to be located at 539 Orchard for the cost of \$110,994. After the construction is completed, the new home will be sold to a qualified first-time homebuyer continuing the City's aggressive neighborhood revitalization efforts in the Angell Neighborhood under the Operation "Community Uprising"

The City received six other bids:

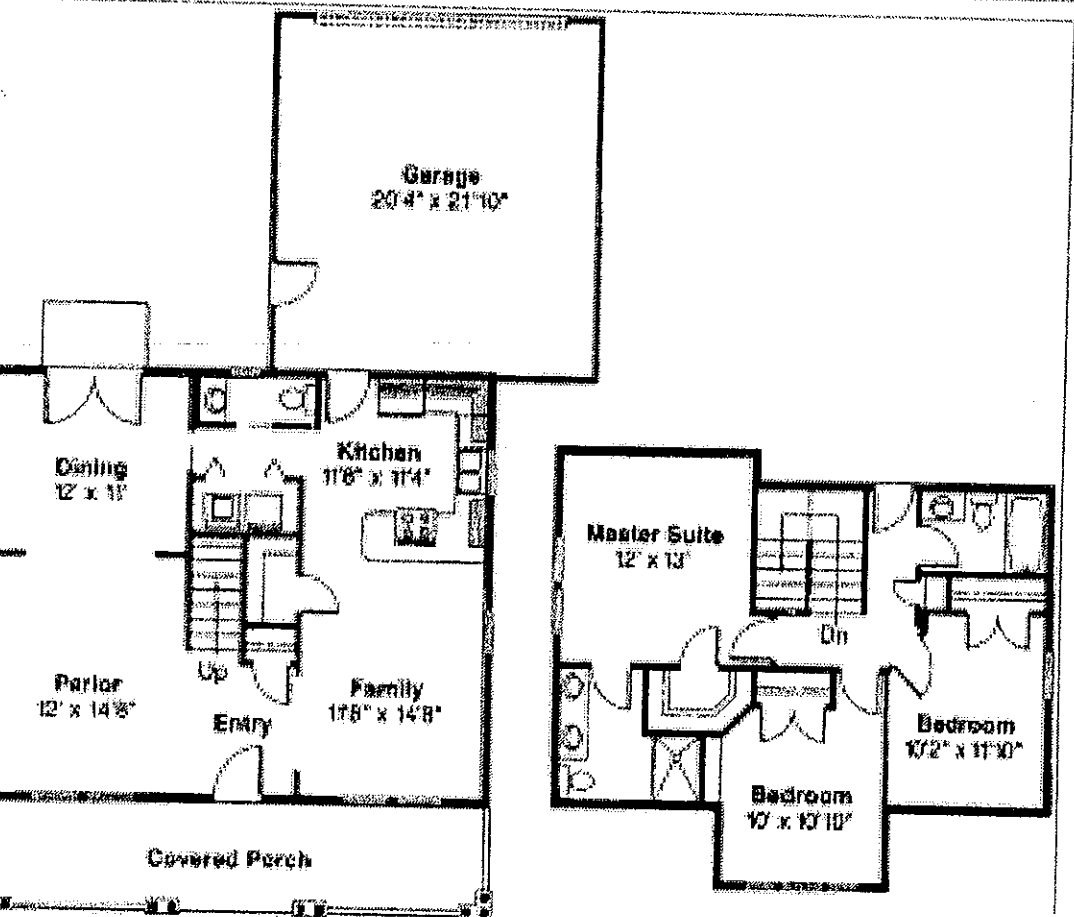
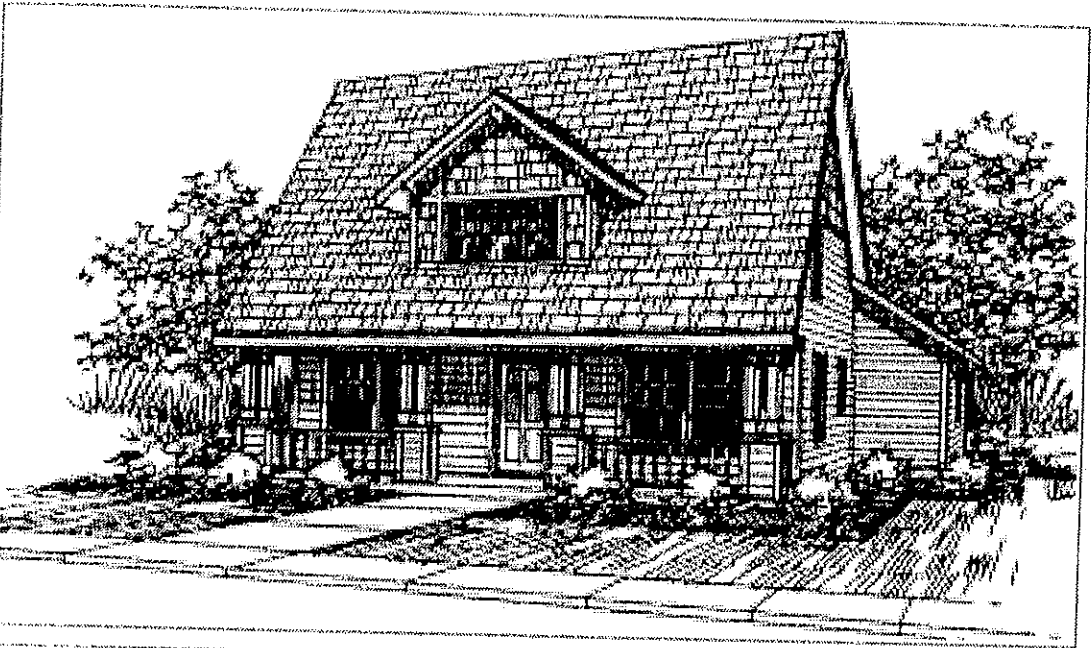
De Rose Builder 7786 Wiczer Drive Whitehall, MI	\$115,318
Beattie Brothers Builder 2786 Holton Whitehall, MI.	\$120,222.17
Specialty Builders 4753 Jensen Fruitport, MI	\$131,043.65
Holden Costruction 601 Amity Muskegon, MI	\$135,663
Lakeshore Construction 8253 S. 116 th Rothbury, MI	\$139,250
Rich Construction 28 E. Main Fremont, MI	\$137,674.09

FINANCIAL IMPACT: The funding for the project will be taken from the City's 2007-2008 HOME funds.

BUDGET ACTION REQUIRED: None

STAFF RECOMMENDATION: To approve for the CNS office to develop a contract with Murphy Brothers Construction and direct the Mayor and Clerk to sign the contract.

COMMITTEE RECOMMENDATION: None needed.



Date: 07/16/07

To: Honorable Mayor and City Commission

From: Department of Public Works

RE: Budgeted Meter Reading Equipment Replacement

SUMMARY OF REQUEST: Approval to purchase two SSI AR 5000 Solid State Interrogators – Hand Held Meter Reading Units. Currently the City owns four hand held meter reading units. Two meter reading units are 14 years old and two units were replaced last year. This proposal is intended to replace the two 14 year old units.

FINANCIAL IMPACT: Total Cost \$ 9,200.00

BUDGET ACTION REQUIRED: None. Included in 2007 Budget.

STAFF RECOMMENDATION: To approve purchase from Etna Supply.

July 17,2007

Meter Reading Equipment Purchase Quote

SSI AR 5002 Meter Reading Handhelds (2)

ETNA SUPPLY	\$ 4,600 ea x 2 =	\$ 9,200.00
-------------	-------------------	--------------------

INVENSUS	\$ 5,800 ea x 2 =	\$11,600.00
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Date: July 24, 2007
To: Honorable Mayor and City Commissioners
From: Engineering
RE: Request for an Encroachment Agreement-Lorin Industries

SUMMARY OF REQUEST:

Lorin Industries has filed the enclosed encroachment agreement form to install three (3) monitoring wells in the public right of way of Keating Ave. (see location map).

FINANCIAL IMPACT:

None

BUDGET ACTION REQUIRED:

None

STAFF RECOMMENDATION:

To approve the encroachment agreement subjects to the supplemental conditions and compliance with the necessary insurance requirements.

COMMITTEE RECOMMENDATION:

2007-60(n)

City of Muskegon
Groundwater Monitoring Well Installation Application and Permit
 (Encroachment Permit Agreement)

Permit Number:	Date issued:	Permit Fee:	Other:
----------------	--------------	-------------	--------

If applicant hires a contractor to perform work, BOTH shall assume responsibility of the Permittee for the provisions of this Application and Permit

APPLICATION

APPLICANT - Please Print			CONTRACTOR - Please Print		
Name Lorin Industries			Name Mark Westin		
Street 1960 South Roberts			Street 4328 Three Mile Road, NW, Suite 200		
City Muskegon		State Michigan	Zip 49442	City Grand Rapids	
State Michigan		Zip 49544-1188	City Grand Rapids		State Michigan
Phone 231-727-6675	Fax 231-727-5794	Phone 616-791-7100		Fax 616-791-9263	

Permittee proposes to install, repair, or maintain groundwater monitoring well(s) ("the encroachment"), in or abutting a street, alley, sidewalk, park, terrace, or other property controlled or owned by the City of Muskegon, as described below (Permittee shall attach a site map to scale which shows each monitoring well location):

Street Name & Address/General Description (legal description may be required):	Location (Cross streets between which property is located or nearest intersection):
--	---

Project Description/Purpose:
Ground water monitoring

Proposed Start Date:
May 31, 2007

Monitoring/Observation Well Information

Drilling Company (if different than Contractor): Best LLC.	Proposed Well Depth (ft.): 30 FEET	Well name or #: 200, 2001, and 2002
Purpose of Monitoring Well Installation: ☐ Part 211/213 Site ☒ Part 201 Site ☐ Part 111 Site ☐ Phase II ESA/ AAI ☐ BEA ☐ Other (specify):		

Applicant/Authorized Agent Signature - If Authorized Agent, I certify that I am acting as Authorized Agent on behalf of named Applicant.

Name: Rick DeCair

PERMIT

PERMIT AGREEMENT: This permit is made and entered into by and between the City of Muskegon, a municipal corporation (City), and the Permittee (indicated above). Therefore, the City does hereby grant unto Permittee the privilege of constructing, installing, maintaining, repairing, and performing all necessary functions relating to the monitoring well installation (encroachment), and for that purpose to enter the property, for the term herein stated. This permit shall be effective on the date shown above, and shall not occur before the delivery to the City of the required evidence of insurance coverage and bonding information, and only after approval of this permit by the City Commission, at which time the permit shall become effective. The attached Permit Requirements & Conditions are incorporated herein by reference and constitute an integral part of this permit.

This permit is subject to the following special conditions:

Required Bond Amount: \$ _____

Witnesses:

Linda Potter
Linda Potter

Irene Dempsey
Irene Dempsey

CITY OF MUSKEGON

By Stephen J. Warrington Mayor

And Ann Marie Becker Clerk

APPLICANT: Rick DeCair

CONTRACTOR: _____

SUPPLEMENTAL CONDITIONS

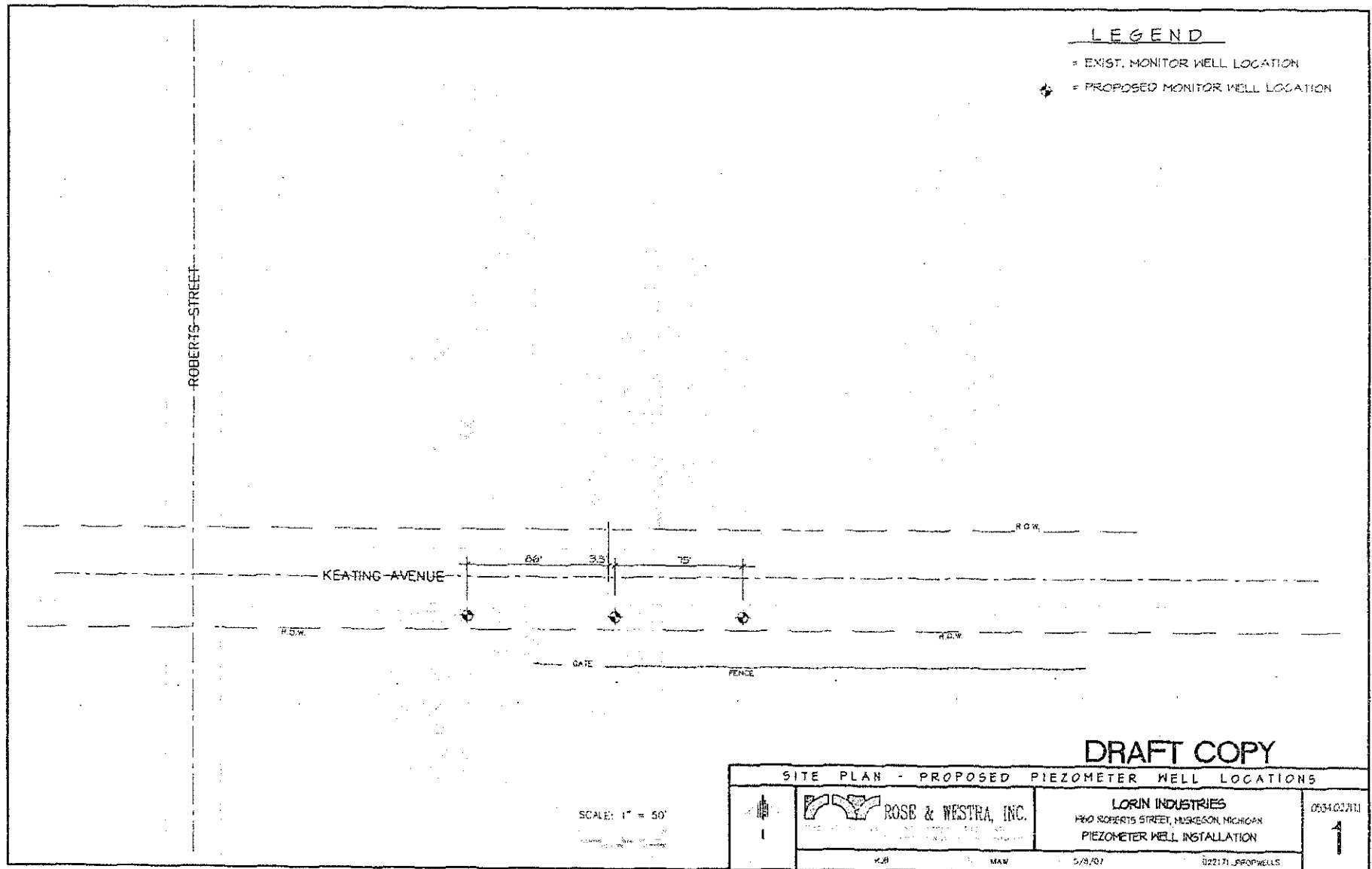
- 1- The grantee shall be fully responsible for the maintenance of the wells and any relocation that becomes necessary to facilitate other improvements within the right of way.
- 2- Grantee will be responsible to maintain and keep, for the duration of this agreement, a valid insurance coverage satisfactory to the City.

- 3- **Insurance.** The Contractor shall at all times carry insurance in the following or greater amounts. The insurance shall be issued by companies acceptable to the City, licensed in the State of Michigan. The City shall be named as additional insured on policies of liability insurance. The Permittee shall file certificates or policies evidencing such insurance coverage annually with the City. Insurance policies or certificates shall provide that the City be given thirty (30) days written notice before a cancellation or change in coverage may occur. Valid insurance coverage, acceptable to the City, shall be maintained until such time as the monitoring well is properly abandoned.

<u>Type</u>	<u>Limits</u>
Workers' Compensation	Statutory
Professional Errors and Omissions Liability (including pollution liability coverage)	\$1,000,000/claim, \$1,000,000/aggregate
Commercial General Liability (including blanket contractual liability coverage)	\$1,000,000/occurrence, \$1,000,000/aggregate
Automotive Liability	\$500,000/person
Bodily Injury	\$500,000/occurrence

4. **Indemnification.** The Permittee shall indemnify and hold harmless the City of and from any liability for claims, damages, costs, expenses, or fees, including any attorney fees, or fines or awards brought against or charged to the City by any person, firm, or corporation on account of or arising from the privilege hereby granted to the Permittee or the activities of the Permittee related to the installation, maintenance, repair, or abandonment of monitoring wells. This indemnification obligation shall include all liabilities for environmental damage or releases of hazardous substances subject to any governmental or third party action. "Hazardous substance" is defined as any chemical, substance or material constituting a prohibited or regulated substance under governmental law, rule, statute, or regulations in force at any time, or any substance with respect to which any present or future federal, state, or local environmental law or governmental agency requires environmental investigation, monitoring or remediation.

Monitor Well Locations
5-8-07



Lorin Industries

P.O. BOX 766 • MUSKEGON, MI 49443-0766

LA SALLE BANK MIDWEST, N.A.
 TROY, MICHIGAN 48064
 9-80-720

63118

Security Features Included. Details on back.

PAY 150 Dollars and 00 Cents ***** TO THE ORDER OF CITY OF MUSKEGON	DATE 09/05/2007	AMOUNT \$150.00
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LORIN INDUSTRIES

Philip Kelly

⑈063118⑈ ⑆072000805⑆ 5404997487⑈

MP

LORIN INDUSTRIES P.O. BOX 766 MUSKEGON, MICHIGAN 49443-0766 CITY OF MUSKEGON

Inv Date	Invoice#	Voucher#	Voucher Comments	Gross	Discount	Backup W/H	Net
08/31/2007	ENCROACHMENT	94767	ENCROACHMENT	150.00	0.00	0.00	150.00
Total Check Amount				\$150.00	\$0.00	\$0.00	\$150.00

LORIN INDUSTRIES P.O. BOX 766 MUSKEGON, MICHIGAN 49443-0766

Lorin Industries

P.O. BOX 766 • MUSKEGON, MI 49443-0766

LA SALLE BANK MIDWEST, N.A.
 2600 W. BIG BEAVER ROAD
 TROY, MICHIGAN 48007-33703

62525

9-80-720

PAY	100 Dollars and 00 Cents*****	DATE	06/21/2007	AMOUNT	\$100.00
TO THE ORDER OF	CITY OF MUSKEGON				

LORIN INDUSTRIES

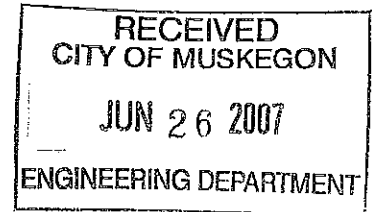
Philip Kelly

⑈062525⑈ ⑆072000805⑆ 5404997487⑈

LORIN INDUSTRIES P.O. BOX 766 MUSKEGON, MICHIGAN 49443-0766 CITY OF MUSKEGON

Inv Date	Invoice#	Voucher#	Voucher Comments	Gross	Discount	Backup W/H	Net
06/21/2007	ENGINEERING	93463	ATTN: EVELYN	100.00	0.00	0.00	100.00
Total Check Amount				\$100.00	\$0.00	\$0.00	\$100.00

LORIN INDUSTRIES P.O. BOX 766 MUSKEGON, MICHIGAN 49443-0766



Date: July 24, 2007
To: Honorable Mayor and City Commissioners
From: Engineering
RE: Request for Encroachment Agreement on Third St.

SUMMARY OF REQUEST:

Muskegon Main Street has requested your permission to place three (3) open bottom planters along Third St. The planters will be filled with grade 6A gravel topped with landscape fabric, soil, and perennial flowers. Muskegon Main Street and the businesses along the Third St. corridor will jointly maintain the planters

FINANCIAL IMPACT:

None

BUDGET ACTION REQUIRED:

None

STAFF RECOMMENDATION:

To approve the encroachment agreement with the supplemental conditions.

COMMITTEE RECOMMENDATION:

CITY OF MUSKEGON**ENCROACHMENT AGREEMENT AND PERMIT**

THIS AGREEMENT is made and entered into this 24th day of July 2007, by and between the CITY OF MUSKEGON, a municipal corporation (hereinafter called CITY), and Muskegon Main Street. (hereinafter called LICENSEE).

RECITALS

1. LICENSEE proposes to install, repair or maintain improvements or facilities ("the encroachment"), in or abutting a street, alley, sidewalk, park, terrace or other property controlled or owned by the City of Muskegon, the encroachment being described as

setting three planters on city owned sidewalk.

2. The City-owned or controlled property (herein "property") subject to the encroachment is described as:

[please insert a general description, and if required by the CITY, an accurate legal description]

the sidewalk south of Third St between Houston
and Merrill as identified in the attache aerial photo.

3. The CITY is willing to grant such privilege upon the terms and conditions herein. This agreement shall constitute a permit under section 18-19 of the Code of Ordinances, but shall apply to any encroachment on public ways or property.

THEREFORE,

1. CITY does hereby grant unto LICENSEE the privilege of _____ constructing, X installing, X maintaining, X repairing and performing all necessary functions relating to the encroachment, and for that purpose to enter the property, for the term herein stated.

This privilege shall be effective upon the issuance of an encroachment permit, which shall be issued only after approval of this agreement by the City Commission and delivery to the CITY of the required evidence of insurance coverages.

This grant is subject to the following special conditions: see attached

2. That LICENSEE shall pay to the CITY for the privilege hereby granted the sum of _____ Dollars (\$ _____), such payment to be made upon the signing of this agreement to be dated as of the _____ day of _____ 20____, to the City Treasurer of the City of Muskegon, and the privilege hereby granted shall continue for a period to terminate the first day of May, 20____ unless sooner terminated as hereinafter provided.

3. INDEMNIFICATION. The LICENSEE shall indemnify and save harmless said GRANTOR of and from any liability for claims, damages, costs, expenses, or fees, including any attorney fees, or fines or awards brought against or charged to the CITY by any person, firm or corporation on account of or arising from the privilege hereby granted to LICENSEE or the activities of the LICENSEE related to the encroachment or this privilege. This indemnification obligation shall include all liabilities for environmental damage or releases of hazardous substances subject to any governmental or third party action. "Hazardous substance" is defined as any material constituting a prohibited or regulated substance under governmental law, rule, statute or regulation in force at any time, including future times.

4. INSURANCE. LICENSEE shall at all times carry liability insurance in such amounts as are satisfactory to CITY, and issued by companies acceptable to the CITY, licensed in the State of Michigan, naming CITY OF MUSKEGON as an additional insured on any such policy. LICENSEE will file with

the CITY certificates or policies evidencing such insurance coverage. The insurance policies or certificates shall provide that the CITY shall be given thirty days written notice before a cancellation or change in coverage may occur. The types of coverage and coverage limits to be required shall be as follows:

5. BONDING. Before this agreement/permit becomes valid, LICENSEE shall file with the CITY a bond conforming with the requirements of any ordinance, and shall keep same in force during the entire term of this agreement.

6. The privilege hereby granted may be canceled and revoked by the CITY at any time upon giving said LICENSEE ____ days of written notice of such cancellation and revocation.

7. LICENSEE may surrender up the privilege hereby granted at any time upon giving notice in writing to the CITY _____ days prior to such surrender; provided, however, that upon the voluntary relinquishment or abandonment of this privilege, or upon cancellation or revocation thereof by the CITY, the LICENSEE shall remove any structure(s) erected upon, within or overhanging the area of encroachment and restore the property at LICENSEE'S expense and in a manner satisfactory to the CITY and in default thereof shall be liable to the CITY for any cost, damage or expense the CITY may sustain in such restoration.

8. That should said LICENSEE fail or refuse to conform to any of the conditions on its part to be performed hereunder, the privilege hereby granted shall immediately terminate and become null and void.

9. This agreement shall be binding upon the respective heirs, representatives, successors and assigns of the parties hereto.

Witnesses:

Linda Potter
Linda Potter

Irene Dempsey
Irene Dempsey

CITY OF MUSKEGON

By [Signature]
Stephen J. Warmington, Mayor

And [Signature]
Ann Marie Becker, Clerk

LICENSEE:

[Signature]
Muskegon Main Street.

SUPPLEMENTAL CONDITIONS

- 1- The grantee shall be fully responsible for the maintenance of the planters and any removal or relocation that becomes necessary to facilitate other public improvement projects within said right of way (s).
- 2- Grantee will maintain, for the duration of this agreement, a valid insurance coverage of satisfactory to the City.
- 3- The City and/or its agents are not responsible for any damage to the planters.
- 4- The planters would be placed NO closer than two (2) feet from the back of the street's back of curb while maintaining a minimum of five (5) feet of clear pedestrian path in line with established sidewalk on Third St..



MUSKEGON MAIN STREET

900 Third St. Muskegon, MI 49440 231.724.3180

May 25, 2007

City of Muskegon
933 Terrace St
Muskegon, MI 49440

To whom it may concern:

Muskegon Main Street desires to enter into an encroachment agreement with the City of Muskegon and payment of the \$100 processing fee is enclosed.

The plan is to install 3 open bottom planters at the locations indicated on the attached map. The planters will be filled 2/3 with grade 6A gravel, which will be topped with landscape fabric. Soil will then fill the top third and the planters will be planted with perennials and annuals. The planters will be maintained jointly by Muskegon Main Street and the businesses which they are located in front of.

We truly hope this plan to beautify the Third St corridor will be accepted by the City of Muskegon.

Sincerely,

Dan Rinsema-Sybenga
Muskegon Main Street Manager
drinsema-sybenga@muskegon.org
Direct Extension - 724-3180
<http://downtownmuskegon.org>



MUSKEGON AREA FIRST
900 THIRD STREET, SUITE 200
MUSKEGON, MI 49440
PH. (231) 724-3179

COMMUNITY
SHORES BANK
74-1394/724

4512

5/25/2007

PAY TO THE
ORDER OF

City of Muskegon

\$ **100.00

One Hundred and 00/100*****

DOLLARS

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

Ed Pen

MEMO:

Encroachment Agreement

⑈004512⑈ ⑆072413942⑆ 1000004351⑈

FD Security features. Details on back.

AGENDA ITEM No. _____

MUSKEGON CITY COMMISSION – July 24, 2007

TO: Honorable Mayor & City Commissioners

FROM: Planning Department *CBC*

DATE: July 9, 2007

SUBJECT: Approval of a Neighborhood Enterprise Zone Certificate

SUMMARY OF REQUEST

An application for a Neighborhood Enterprise Zone (NEZ) certificate has been received from Kevin Eden to rehabilitate a home in the Nelson neighborhood at 372 W. Muskegon Avenue. The home is located in a Neighborhood Enterprise Zone. The application states that the estimated cost for rehabilitation will be \$46,400. The addition of a new foundation (complete basement), new front porch with steps, new sidewalks (from the front and side doors to the sidewalk at the street, new rear porch steps, reconstruction of front porch brick columns and stone work, new concrete parking slab, and a new roof for the home. The applicant has met local and state requirements for the issuance of the NEZ certificate. Approval or denial by the City Commission is required within 60 days of the application date and must be forwarded to the State Tax Commission.

FINANCIAL IMPACT

Taxation will be 50% of the State average for the next 11 years.

BUDGET ACTION REQUIRED

None.

STAFF RECOMMENDATION

Approve issuance of the NEZ certificate.

COMMITTEE RECOMMENDATION

None.

Resolution No. 2007-61 (b)

MUSKEGON CITY COMMISSION

**RESOLUTION TO APPROVE THE ISSUANCE
OF A NEIGHBORHOOD ENTERPRISE ZONE CERTIFICATE**

WHEREAS, an application for a Neighborhood Enterprise Zone Certificate has been filed with the City Clerk by Kevin Eden to rehabilitate a home at 372 W. Muskegon Avenue in the Nelson neighborhood, and;

WHEREAS, the applicant has satisfied both the local and state eligibility criteria for a Neighborhood Enterprise Zone Certificate;

WHEREAS, the Neighborhood Enterprise Zone Certificate will be for 11 years;

NOW, THEREFORE, BE IT RESOLVED that the application for a Neighborhood Enterprise Zone Certificate for the rehabilitation of a home by Kevin Eden be approved.

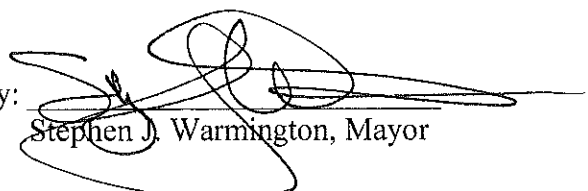
Adopted this, 24th day of July, 2007.

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

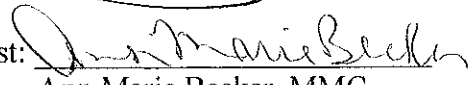
Nays: None

Absent: None

By:

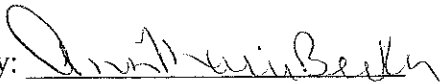

Stephen J. Warmington, Mayor

Attest:


Ann Marie Becker, MMC
City Clerk

2007-61(b)
CERTIFICATION

I hereby certify that the foregoing constitutes a true and complete copy of a resolution adopted by the City Commission of the City of Muskegon, County of Muskegon, Michigan at a regular meeting held on July 24, 2007.

By: 
Ann Marie Becker, MMC
City Clerk

RECEIVED

Michigan Department of Treasury
2704A (Rev. 3-07)

STC Use Only

▶ Application No.

▶ Date Received

Application for Neighborhood Enterprise Zone Certificate

Issued under authority of Public Act 147 of 1992, as amended.

Instructions: Read the instructions before completing the application. This application must be filed prior to building permit issuance and start of construction. Initially file one original application (with legal description) and two additional copies of this form with the clerk of the local governmental unit (three complete sets). The additional documents to complete the application process will be required by the State of Michigan only after the original application is filed with the clerk of the local governmental unit (LGU). This form is also used to file a request for the transfer of an existing NEZ certificate. Please see the instruction sheet.

TO BE COMPLETED BY CLERK OF LOCAL GOVERNMENT UNIT (LGU)

Signature of Clerk <i>Donna Marie Becker</i>	▶ Date received by LGU <i>June 4, 2007</i>
LGU Application Number	▶ LGU Code

Part 1: Owner/Applicant Information (complete all fields)

▶ Applicant Name <i>Kevin Eden</i>		Amount of years requested for exemption <i>11</i>
▶ Location of Facility (Street No., City, State, ZIP Code) <i>372 W. Muskegon Muskegon, MI 49440</i>		
☒ City of ☐ Township of ☐ Village of	<i>Muskegon</i>	County <i>Muskegon</i>
▶ Application is ☐ New ☒ Rehabilitation ☐ Transfer (1 copy only)		School District where facility is located <i>Muskegon</i>
Is the building owned or rented by the occupants? ☒ Owned ☐ Rented		▶ School Code <i>61010</i>
Name of LGU that established district <i>City of Muskegon</i>		Type of Property ☒ House ☐ Duplex ☐ Condo ☐ Loft ☐ Apartment - No. of Units
▶ Name or Number of Neighborhood Enterprise Zone <i>New Construction & Rehab</i>		▶ Date district was established <i>1993</i>
Identify who the work was completed by ☒ Licensed Contractor ☐ Other		Estimated Project Cost (per unit) <i>\$46,400</i>
Describe the general nature and extent of the rehabilitation or new construction to be undertaken. <u>Include Breakdown of Investment Cost</u> (use attachments if necessary) <i>See attached</i>		
Timetable for undertaking and completing the rehabilitation or construction of the facility. <i>START mid July 2007 to be complete by December 2007 mid July 2008</i>		

Part 2: Applicant Certification

I certify the information contained herein and in the attachments are true and that all are truly descriptive of the residential real property for which this application is being submitted.

I certify I am familiar with the provisions of Public Act 147 of 1992, as amended, (MCL 207.771 to 207.787) and to the best of my knowledge, I have complied or will be able to comply with all of the requirements thereof which are prerequisite to the approval of the application by the LGU and the issuance of Neighborhood Enterprise Zone Certificate by the State Tax Commission.

▶ Contact Name <i>Kevin Eden</i>	Contact Telephone Number <i>231-638-1029</i>
Contact Fax Number	Contact E-mail Address <i>lefty@AOL.com</i>
Owner/Applicant Name <i>Kevin Eden</i>	Owner/Applicant Telephone Number <i>231-638-1029</i>
Owner/Applicant Signature <i>Kevin Eden</i>	Date
▶ Owner/Applicant Mailing Address (Street No., City, State, ZIP Code)	Owner/Applicant E-mail Address <i>lefty@AOL.com</i>

Part 3: LOCAL GOVERNMENT ACTION**LGU Clerk must complete this section before submitting to the State Tax Commission**

Action taken by LGU:

- ☒ Abatement Approved for 11 Years (6-15)
☐ Abatement Approved for _____ Years (11-17 historical credits)
☐ Denied (include Resolution Denying)

The State Tax Commission requires the following documents be filed for an administratively complete application:

- ☐ 1. Original Application
☐ 2. Legal description of the real property with parcel code number
☐ 3. Resolution approving/denying application (include # of years)
☐ 4. **REHABILITATION APPLICATIONS ONLY.** Statement by the assessor showing the taxable value of the rehabilitated facility not including the land, for the tax year immediately preceding the effective date of the rehabilitation.

Date of Resolution Approving/Denying this application

July 24, 2007

LGU Name

Part 4: LOCAL GOVERNMENT CERTIFICATION**LGU Clerk must complete this section before submitting to the State Tax Commission**

I certify that I have reviewed this application for complete and accurate information and determined that the subject property is located within a qualified Neighborhood Enterprise Zone.

I certify this application meets the requirements as outlined by Public Act 147 of 1992 and hereby request the State Tax Commission issue a Neighborhood Enterprise Zone Certificate.

Print Clerk Name

Ann Marie Becker

Clerk Telephone Number

(231) 724-6705

Clerk Fax Number

(231) 724-4178

Clerk E-mail Address

ann.becker@postman.org

Clerk's Mailing Address (Street, City, State, ZIP Code)

933 Terrace, Muskegon, MI 49440

Clerk Signature

Ann Marie Becker

Date

7-27-07

LGU mail original completed application and required documents to:

State Tax Commission
 Michigan Department of Treasury
 P.O. Box 30471
 Lansing, MI 48909-7971

Note: Additional documentation will be required for the issuance of the certificate of exemption. These documents should be sent directly to the State of Michigan only after the original application is filed with the LGU clerk and approved by the LGU. See the instruction sheet attached.

Any questions concerning the completion of this application should be directed to your LGU Clerk.

Parcel: 61-24-205-336-0009-00 Owner's Name: CITY OF MUSKEGON

Property Address: 372 W MUSKEGON AVE MAP #: T10N R16W S 30 NE 1/4

Cur. Class : 707 Gov. Unit: 24 24.CITY OF MUSKEGON School: 61010 MUSKEGON SCHOOLS
Prev. Class: 707 Neighborhood: R11. R11.04 NELSON RES

Liber/Page: 00000000 Created: / / Split: / / Active
Public Impr.: Paved Road, Storm Sewer, Sidewalk, Water, Sewer, Electric, Gas,
Curb
Topography: Level, Landscaped

Legal Description:	Mailing Address:
CITY OF MUSKEGON	PO BOX 536
REVISED PLAT OF 1903	933 TERRACE ST
SLY 38.85 FT LOT 10 &	MUSKEGON MI 49443
NLY 41.25 FT LOT 9 BLK 336	

Physical Property Characteristics		
2008 S.E.V.:	Taxable:	Lot Dimen:
2007 S.E.V.:	Taxable:	Acreage: 0.24
Zoning: H	Land Value: 10,000	Frontage: 80.0
PRE: 0.000%	Land Impr. Value:	Average Depth: 132.0



OUTSIDE EXPENSES FOR KEVIN EDEN'S HOUSE

- New Foundation (Footings, 8' tall poured walls) & basement floor
\$25,000
- New front covered Porch
\$3,000
- New front steps
\$300
- New front sidewalk and side sidewalk
\$1,500
- New rear porch steps
\$100
- Reconstruction of front porch brick columns/stone work
\$10,000
- New 24' X 24' Concrete Mono slab
\$1,500
- New Roof
\$5,000

\$46,400

Commission Meeting Date: July 24, 2007

Date: July 13, 2007
To: Honorable Mayor and City Commissioners
From: Planning & Economic Development *ELC*
RE: Rezoning request for property located at 1024 Sophia St.

SUMMARY OF REQUEST:

Request to rezone the property located at 1024 Sophia Street, from R-1, One Family Residential District to B-2, Convenience and Comparison Business District.

FINANCIAL IMPACT:

None

BUDGET ACTION REQUIRED:

None

STAFF RECOMMENDATION:

Staff recommends approval of the request.

COMMITTEE RECOMMENDATION:

The Planning Commission recommended approval of the request at their 7/12 meeting. The vote was unanimous, with T. Harryman and B. Smith absent.

CITY OF MUSKEGON

MUSKEGON COUNTY, MICHIGAN

ORDINANCE NO. 2233

An ordinance to amend the zoning map of the City to provide for a zone change for certain properties from R-1 "One Family Residential" district to B-2 "Convenience and Comparison" district.

THE CITY COMMISSION OF THE CITY OF MUSKEGON HEREBY ORDAINS:

The zoning map of the City of Muskegon is hereby amended to change the zoning of the following described property from R-1, "One Family Residential" to B-2 "Convenience and Comparison Business":

CITY OF MUSKEGON REVISED PLAT OF 1903 N 35.5 FT OF LOT 2 BLK
234 SBJT TO ESMNT INGRESS/EGRESS

This ordinance adopted:

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

Nayes: None

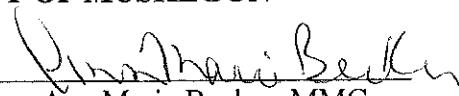
Adoption Date: July 24, 2007

Effective Date: August 9, 2007

First Reading: July 24, 2007

Second Reading: N/A

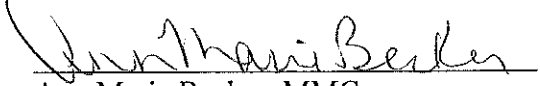
CITY OF MUSKEGON

By: 
Ann Marie Becker, MMC
City Clerk

CERTIFICATE (Rezoning of 1024 Sophia Street R-1 to B-2)

The undersigned, being the duly qualified clerk of the City of Muskegon, Muskegon County, Michigan, does hereby certify that the foregoing is a true and complete copy of an ordinance adopted by the City Commission of the City of Muskegon, at a regular meeting of the City Commission on the 24th day of July, 2007, at which meeting a quorum was present and remained throughout, and that the original of said ordinance is on file in the records of the City of Muskegon. I further certify that the meeting was conducted and public notice was given pursuant to and in full compliance with Act No. 267, Public Acts of Michigan of 1976, as amended, and that minutes were kept and will be or have been made available as required thereby.

DATED: July 24, 2007.


Ann Marie Becker, MMC
Clerk, City of Muskegon

Publish: Notice of Adoption to be published once within ten (10) days of final adoption.

CITY OF MUSKEGON
NOTICE OF ADOPTION

Please take notice that on July 24, 2007, the City Commission of the City of Muskegon adopted an ordinance amending the zoning map to provide for the change of zoning of the following property from R-1, "One Family Residential" to B-2 "Convenience and Comparison Business":

CITY OF MUSKEGON REVISED PLAT OF 1903 N 35.5 FT OF LOT 2 BLK
234 SBJT TO ESMNT INGRESS/EGRESS

Copies of the ordinance may be viewed and purchased at reasonable cost at the Office of the City Clerk in the City Hall, 933 Terrace Street, Muskegon, Michigan, during regular business hours.

This ordinance amendment is effective ten days from the date of this publication.

Published July 30, 2007

CITY OF MUSKEGON

By _____
Ann Marie Becker, MMC
City Clerk

PUBLISH ONCE WITHIN TEN (10) DAYS OF FINAL PASSAGE.

Account No. 101-80400-5354

Staff Report [EXCERPT]
CITY OF MUSKEGON
PLANNING COMMISSION
REGULAR MEETING

July 12, 2007

Hearing; Case 2007-27: Request to rezone the property at 1024 Sophia Street, from R-1, One Family Residential, to B-2, Convenience and Comparison Business, by Eric Anderson, Apparelmaster-Muskegon, Inc.

Applicant: Eric Anderson, Apparelmaster-Muskegon, Inc.

Property Address/Location: 1024 Sophia Street

Request: Rezone from R-1, One Family Residential District to B-2, Convenience and Comparison Business District

Present Land Use: Residential

Zoning: R-1, One Family Residential District

STAFF OBSERVATIONS

1. The site presently houses a single-family home on a lot that measures 35.5 x 135 feet (4,686 sq. ft total area). The property owner has entered into a purchase agreement with the applicant, contingent on the rezoning of the property.
2. The applicant is the owner of the Apparelmaster-Muskegon shop, 341 E. Apple Avenue, located next door to the property under consideration for rezoning. This property is zoned B-2, Convenience and Comparison Business.
3. The property to the East is zoned B-2, to the South is zoned R-1, One Family Residential, and to the West is zoned B-4, General Business and is the location of Goodwill Industries.
4. The applicant is requesting the rezoning so he can expand the parking for his business onto the parcel at 1024 Sophia. He has several delivery trucks that at this time are parking across the street at Goodwill, with a special parking agreement.
5. The Master Land Use Plan indicates the property is located in the "Downtown/Lakeshore Redevelopment Area". Within that area, the property appears to be in the "Service Area". The Service Area is described as an area that "often acts as a gateway to the Downtown" and provides "a beneficial home for professional, government and commercial activities".
6. Staff has received no comments regarding this request.



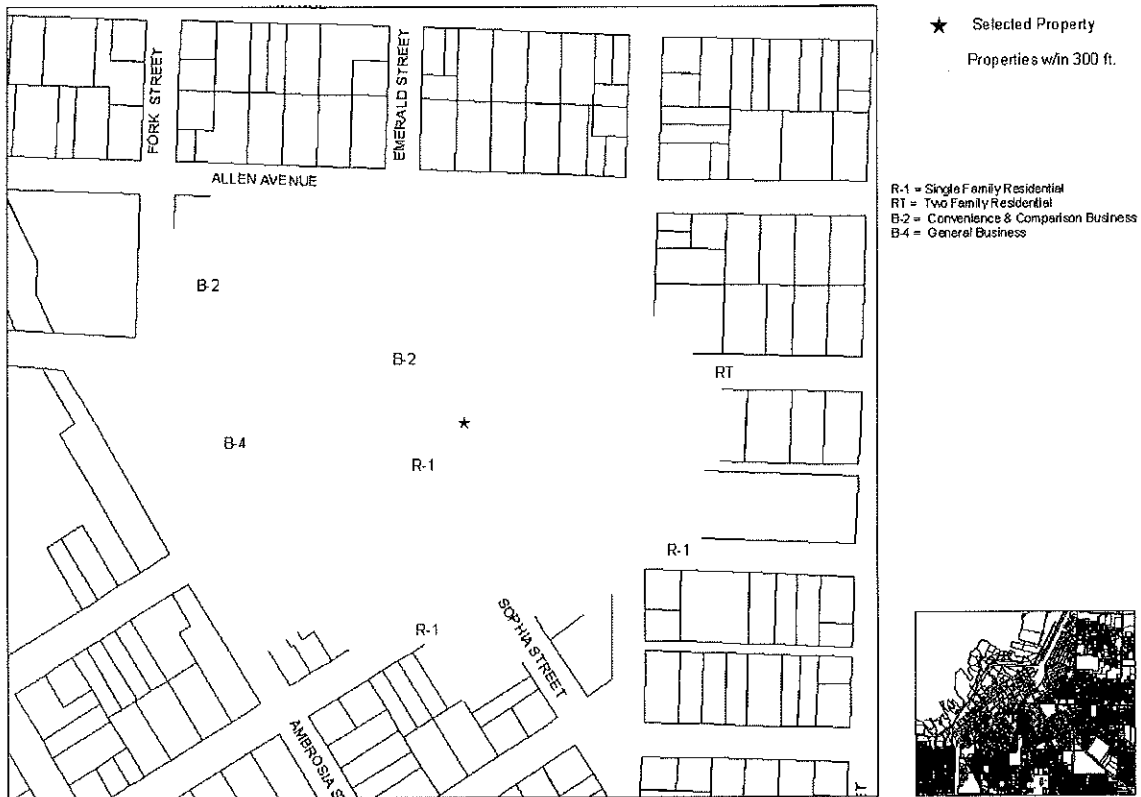
House located at 1024 Sophia Street.



Side view of Apparelmaster from Sophia.



Front view of Apparelmaster from across Apple Avenue.



STAFF RECOMMENDATION

Staff recommends approval of the request to rezone the subject properties from R-1, One Family Residential to B-2, Convenience and Comparison Shopping district, because the request conforms to the goals and recommendation of the City's 1997 Master Plan.

DELIBERATION

Criteria-based questions typically asked during a rezoning include:

1. **What**, if any, identifiable **conditions** related to the petition **have changed which justify** the petitioned **change in zoning**.
2. **What** are the **precedents and the possible effects** of precedent that might result from the approval **or denial** of the petition?

3. What is the **impact** of the amendment on the ability of the city to provide **adequate public services and facilities and/or programs** that might reasonably be required in the future if the petition is approved?
4. Does the petitioned zoning change adversely affect the environmental conditions or value of the surrounding property?
5. Does the petitioned zoning change generally **comply with the adopted Future Land Use Plan of the City?**
6. Are there any **significant negative environmental impacts** which would reasonably occur if the petitioned zoning change and resulting allowed structures were built such as:
 - a. **Surface water** drainage problems
 - b. **Waste water** disposal problems
 - c. Adverse effect on surface or subsurface **water quality**
 - d. The **loss of valuable natural resources** such as **forest, wetland, historic sites, or wildlife areas.**
7. Is the proposed zoning change a “**Spot Zone**”?
 - a. Is the parcel **small in size relative to its surroundings?**
 - b. Would the zoning change allow uses that are **inconsistent with those allowed in the vicinity?**
 - c. Would the zoning change confer a **benefit to the property owner** that is **not generally available to other properties** in the area?
 - d. A spot zone is **appropriate if it complies with the Master Plan.**

DETERMINATION

The following motion is offered for consideration:

I move that the request to rezone the property located at 1024 Sophia Street from R-1, One Family Residential district to B-2, Convenience and Comparison Business district, as described in the public notice, be recommended for (**approval/denial**) to the City Commission pursuant to the City of Muskegon Zoning Ordinance, and the determination of (**compliance/lack of compliance**) with the intent of the City Master Land Use and zoning district intent.

Date: July 24, 2007
To: Honorable Mayor and City Commission
From: Water Filtration
RE: Water Plant Reliability Study

SUMMARY OF REQUEST:

To enter into contract with the engineering firm of Fishbeck, Thompson, Carr & Huber for performance of the Water Filtration Plant Reliability Study.

FINANCIAL IMPACT:

The professional proposal cost is \$46,238.00.

BUDGET ACTION REQUIRED:

The study cost is to be paid by the capitol improvements section of the water fund.

STAFF RECOMMENDATION:

Staff recommends the Mayor and City Commission enter into contract with Fishbeck, Thompson, Carr & Huber for performance of the Water Filtration Plant Reliability Study at a cost of \$46,238.00.

MEMORANDUM

7/17/07

TO: M. AL-SHATEL, DEPUTY DPW
FROM: R. VENEKLASEN, WATER FILTRATION
RE: WATER PLANT RELIABILITY STUDY

BACKGROUND

The USEPA and Michigan Department of Environmental Quality require the City to perform a reliability study of the water system every five years. This study is to identify assets and necessary to ensure the water supply is viable and capable of meeting the needs of the municipality and its customers. These studies also identify long-term capital improvements projects to meet these obligations.

The previous reliability study was performed in 2002 with many of the recommendations incorporated into the recent water plant improvements project that upgraded the plant and increased the treatment capacity to 40 million gallons per day.

SELECTION PROCESS

Requests for Qualifications were solicited from six engineering firms that have experience with studies, design, and operation of water treatment plants. Those firms solicited were:

- Black & Veatch, Grand Rapids
- Fishbeck, Thompson, Carr & Huber, Grand Rapids
- Hubbell, Roth & Clark, Inc., Grand Rapids
- Johnson & Anderson, Inc., Muskegon
- Prein & Newhof, Grand Rapids
- Tetra Tech, Lansing

The qualifications were reviewed by City staff and two firms were selected to be solicited for cost proposals. Those firms are: Black & Veatch (B&V) and Fishbeck, Thompson, Carr & Huber (FTC&H).

PROPOSALS

Requests for Proposals, including cost, were solicited from the two firms to perform the reliability study of the water filtration plant. The request was based on three major requirements; 1) to meet the requirements of MDEQ for a water supply system, 2) development of planning recommendations for specific facility issues, 3) organizational evaluation to support long-term efficiency of operations and optimizations of resources and staffing.

The results of the proposal request are:

FIRM	CONTACT	COST
Black & Veatch 125 Ottawa Avenue, Suite 380 Grand Rapids, MI 49503	Mr. David Koch	\$88513.00
Fishbeck, Thompson, Carr & Huber 1515 Arboretum Drive, SE Grand Rapids, MI 49546	Mr. Michael Peters Mr. Timothy McNamara	\$46238.00

RECOMMENDATION

Based on the proposals received, it is my recommendation that the City enter into contract with Fishbeck, Thompson, Carr & Huber to perform the reliability study of the water filtration plant.

**City of Muskegon
Water Filtration Plant
1900 Beach Street
Muskegon, MI 49441**

REQUEST FOR PROPOSALS

The City of Muskegon is seeking a consultant to perform engineering services for a Reliability Study at its Water Filtration Plant.

Included is a request for Proposals for engineering services to meet the requirements of the Michigan Department of Environmental Quality (MDEQ) for the water supply system, develop a capitol improvements project plan, and an organizational evaluation.

If you have any questions regarding this request please contact Robert Veneklasen at (231) 724-4104, or submit them in writing to the following address:

City of Muskegon
Water Filtration Plant
1900 Beach Street
Muskegon, MI 49441
or
bob.veneklasen@postman.org

Please have all questions submitted no later than June 12, 2007. In lieu of a pre-proposal meeting a listing of the submitted questions and answers will be provided one week prior to the proposal submittal date.

If you are interested in providing engineering services a cost proposal is requested; to include any changes to the study participants as listed in the previously submitted qualifications statement of January, 2007.

All cost proposals submitted pursuant to this request must be in the City Clerks Office prior to 2:00 PM EST on Tuesday, June 26, 2007.

Please provide a minimum of three copies of all materials submitted for review and evaluation.

City of Muskegon Water Supply Reliability Study Scope of Work

Background

The City of Muskegon is seeking costed proposals from pre-qualified consultants for the execution of a water supply reliability study project to assess the water supply system to meet the needs of its service area. For the purpose of this study, the water supply system consists of the source water intake and water filtration plant, through to the high service pumping system.

Objectives

Project objectives include:

- Meeting the requirements of an MDEQ Reliability Study for the water supply system.
- Development of planning recommendations for the specific facility issues identified herein.
- Water Filtration Plant organizational evaluation to support long-term efficiency of operations and optimization of resources and staffing.

Project Requirements

Consultant's Scope of Work shall be developed to meet the objectives of the project and to result in the delivery of the end product as described further below. The Scope of Work shall be based on the following project requirements:

Project Management

Consultant shall provide monthly progress reports of project status, including notification of any critical issues affecting progress. Consultant shall attend meeting with City staff as appropriate for purposes of reviewing project activities, results, etc.; Scope of Work shall be based on up to four such general progress meetings throughout the course of the project.

Existing System Data Availability and Collection

The City will make available to the Consultant historical system operating data from the City of Muskegon SCADA system upon request. In addition, other relevant data, such as laboratory analyses, will be provided in paper and electronic format as available, and as required for the Consultant's work. Paper copies of recent reliability studies of the water supply system will be provided to the Consultant. Consultant shall include in its proposal a list of these and any other data required to execute the project. Any information necessary to perform the task and not available from the City will need to be collected by the Consultant.

Reliability Evaluation

The Consultant shall conduct a reliability study meeting the requirements of the Michigan SDWA and MDEQ requirements for the Muskegon water supply system. The reliability evaluation shall include, but not be limited to:

- Ability of the supply system to meet projected system demands. Consultant shall develop system demand projections in support of the reliability evaluation.
- Adequacy of Water Filtration Plant storage and pumping facilities, and major equipment systems, including capacity and condition.
- Adequacy of treatment processes to meet current and known future regulations.
- Adequacy of power reliability.
- Identification and evaluation of emergency supply capabilities.

Facility Evaluation and Planning

In addition to, and building on, the overall reliability evaluation, Consultant shall develop a facility plan identifying recommendations for improvements and enhancements to the existing facilities to address the reliability issues, as well as addressing the following specific issues:

- Pretreatment performance, including mixing efficiency, and potential for use of alternate coagulants.
- Filtration performance (filter run times, efficiency of filtration in varying demand periods, air scout/backwash effectiveness, etc.)
- CT requirements.
- Filter to waste metering.
- Carbon feed system.
- Chemical feed cross-connection control.
- Fluoride system overfeed protection
- Residuals drying and handling.
- Source water (intake) redundancy.

Water Filtration Plant Organizational Evaluation

Consultant shall review current state of the organization of the water filtration plant management and staffing and prepare recommendations for consideration to assure efficient operation, optimization of resources, and sustainability of resources. Focusing on:

- Organizational structure and job responsibilities and compensation.
- Best practices.
- Staff retention/recruitment/succession planning.

Deliverables

The project shall culminate in the preparation and delivery of the following:

- Reliability Study Report, including a summary of the efforts, evaluations, results, and recommendations for capitol improvements to be implemented within five years, five-to-ten years, and ten years and beyond. The report shall be compiled with an executive summary for ease of reference. Provide 8 copies of the report in paper form and six copies in compact disk format (CD).
- The draft report shall be completed and all materials submitted ninety (120) days after contract award.

Details To Be Identified

- Services to be provided including any others that may be needed.
- Project leader or contact person, and staff or sub-consultants to be used with related staff experience (not of that firm) including position or role on the project.
- Cost estimate, including:
 - Projected man-hours by position for each task
 - Hourly rates for each position to identify direct labor costs for each task.
 - Indirect labor cost using your firms multiplier (as determined by most recent audit for a similar project) and subcontracts compiled in the same manner.
 - Fixed Fee (profit) and expenses anticipated to determine a cost "not to exceed" for services to be provided.

Equal Opportunity Employment

Consultant must submit their firms Equal Opportunity Employment (EOE) plan.

Evaluation

The owner will review the proposals and evaluate them based on the requested information and the information provided. The City reserves the right to accept or reject any, and all, proposals.

Pertinent Dates

Proposals will be received at the City Clerks Office, c/o Ann Marie Becker, City Clerk, City Hall, 933 Terrace Street, PO Box 36, Muskegon MI, 49443-0536, on, or before, Tuesday, June 26, 2007, no later than 2:00 PM, and clearly marked, "Water Plant Reliability Study.

Required Insurance

The consultant, if selected, shall furnish the City a certificate of insurance evidencing the following coverages:

The Consultant will be required to comply with the following insurance and indemnity requirements:

1. Hold Harmless Agreements: To the fullest extent permitted by law, CONSULTANT agrees to defend, pay in behalf of, indemnify, and hold harmless the CITY, its elected and appointed officials, employees, volunteers and others working on behalf of the CITY against any and all claims, demands, suits, or loss, including any costs connected therewith, and for any damages which may be asserted, claimed or recovered against or from the CITY, its elected and appointed officials, employees, volunteers, or others working on behalf of the CITY, 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 in any way connected or associated with this contract. The obligation to defend and hold harmless extends to CONSULTANT'S employees, agents, subcontractors, assigns and successors.
2. Consultant Insurance Requirements: CONSULTANT shall not commence work under this contract until obtaining the insurance required under this paragraph. All coverage 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 the CITY.
3. Workers' Compensation Insurance: The CONSULTANT shall procure and maintain during the life of this contract, Workers' Compensation Insurance, including Employer's Liability coverage, in accordance with all applicable Statutes of the State of Michigan.
4. General Liability Insurance: The CONSULTANT 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 \$500,000 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 Contractor's Coverage; (d) Broad Form General Liability Extensions or equivalent.

5. Motor Vehicle Liability: The CONSULTANT shall procure and maintain during the life of this contract Motor Vehicle Liability Insurance, including Michigan no-fault coverage, with limits of liability of not less than \$500,000 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.

6. Professional Liability Insurance: The CONSULTANT shall procure and maintain during the life of this contract and during the performance of all services Professional Liability Insurance covering all performances from the beginning of the consultant's services on a "claims made basis" and shall maintain coverage from commencement of this contract until six (6) months following completion of the consultant's work with limits of liability not less than \$500,000 per claim.

7. Additional Insured: Commercial General Liability and Motor Vehicle Liability Insurance, as described above, shall include an endorsement stating the following shall be "Additional Insured": The CITY OF MUSKEGON, all elected and appointed officials, all employees and volunteers, all boards, commissions and/or authorities and board members, including employees and volunteers thereof.

8. Cancellation Notice: Workers' Compensation Insurance, General Liability Insurance, Motor Vehicle Liability Insurance, and Professional 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.

9. Proof of Insurance Coverage: The CONSULTANT shall provide the CITY at the time the contracts are returned by him for execution, certificates and policies as listed below:

- a. Two (2) copies of Certificate of Insurance for Workers' Compensation Insurance
- b. Two (2) copies of Certificate of Insurance for Commercial General Liability Insurance
- c. Two (2) copies of Certificate of Insurance for Vehicle Liability Insurance

- d. Two (2) copies of Certificate of Insurance for Professional Liability Insurance
- e. If so requested, certified copies of all policies mentioned above will be furnished.

If any of the above coverage expires during the term of this contract, the CONSULTANT shall deliver renewal certificates and/or policies to the CITY at least ten (10) days prior to the expiration date.

CITY OF MUSKEGON
CONSULTING ENGINEERING AGREEMENT

WATER FILTRATION PLANT RELIABILITY STUDY
PROJECT NAME

THIS AGREEMENT, made and entered into as of this 17th day of August, 2007, A.D., by and between Fishbeck, Thompson, Carr & Huber, Inc. Consulting Engineers, of 1515 Arboretum Drive SE, Grand Rapids, MI 49546, hereinafter referred to as the "CONSULTANT", And the City of Muskegon, a Public Body Corporation, hereinafter referred to as the CITY.

WITNESSETH:

WHEREAS, the CITY desires to engage the professional services of the CONSULTANT to perform certain engineering and other related services required in connection with the project as defined by the Work Plan Outline referred to as the "PROJECT".

WHEREAS, the CONSULTANT is willing to render the services desired by the CITY for the consideration hereinafter expressed; and

WHEREAS, the parties hereto have reached an understanding regarding the performance of the PROJECT work and desire to set forth this understanding in the form of a written agreement.

NOW THEREFORE, IT IS HEREBY AGREED by and between the parties hereto that:

- I. THE CONSULTANT SHALL, perform professional services in connection with the PROJECT as hereinafter stated.

THE CONSULTANT SHALL, serve as the CITY'S Professional Representative in all of the Phases of the PROJECT, and will give consultation and advice to the CITY during the performance of his services as follows:

WORK PLAN OUTLINE

The work will consist of the following steps:

Background and Objectives

The City of Muskegon owns, operates, and maintains a water treatment and delivery system that serves the City and four customer communities. The City wants to complete a water supply reliability study of the WTP, from the source water intake through the high service pumping system. The three major objectives are as follows:

- Meet the requirements of the Michigan Department of Environmental Quality (MDEQ) for a reliability study.
- Develop planning recommendations for specific facility issues as identified in the RFP.
- Conduct an organizational evaluation of WTP operations and staffing to support long-term efficiency, and optimize resources and staffing.

Project Requirements

The City is requesting engineering proposals to meet the objectives identified above. Based on FTC&H's knowledge of the WTP, review of the previous reliability study and sanitary survey, and discussions with the WTP superintendent, evaluations of the following elements are believed to be essential to performing a meaningful study for the City's use in planning the water system's future:

- The project management requirements include monthly progress reports and attendance at meetings with City staff. We anticipate there will be four general progress meetings during the course of the project.
- Background information will be made available and utilized for the study. The information required includes historical flow data, laboratory data, WTP drawings and specifications, and previous studies and reports.
- Accurate water use projections will serve as the basis for planning and implementing water system improvements – they are extremely important for planning purposes. Consequently, a methodology for determining future water demands must be implemented that can be updated easily and frequently. The methodology should incorporate more than one approach so comparisons can be made.
- Once demands have been identified, the supply system's ability to meet those demands will be evaluated. This will include an evaluation of all major unit processes, including the intake, low-lift pumping, flocculation and sedimentation, filtration, high-service pumping, and WTP storage. A structural and mechanical inspection of the 1937 reservoir will be conducted as a part of these evaluations.
- Water quality data will be examined relative to meeting current and anticipated regulations. Parameters of particular interest include turbidity, halo-acetic acids, and trihalomethanes. Operational modifications to enhance treatment performance will be considered.
- Power supplies for the WTP will be evaluated relative to their capability to meet normal and emergency demands. We understand the WTP has a secondary power

feed and a generator with automatic switchover. Use of the secondary power feed as a full standby power source (i.e. sufficient to provide 40-million gallons per day [MGD] capacity) may have cost ramifications due to the power company costs for maintaining it in full standby service mode. It is also noted that the reported capacities of the standby power water production capabilities appear to be projections that may not have been analyzed in any detail or fully tested. A detailed analysis of the WTP's power systems is needed to define the water production capacities while running off the secondary power source and while running off the generator source. These capacities can then be compared to the projected demands to determine the standby power system's sufficiency.

- Emergency supply capabilities will be examined. Interconnects with other systems also provide some redundant water supply capabilities. The need for additional sources will be considered.
- A pretreatment system performance evaluation will be made. Currently the WTP optimizes physical and chemical pretreatment, with the goal of enhancing settled water quality. Alternative chemicals, such as polyaluminum chlorides, will be considered for their effectiveness relative to turbidity reduction, color, taste and odor, and organic precursors; their cost effectiveness; and the impacts on sludge production and dewatering. Mixing power input, which can be varied, will also be considered.
- The filters are currently backwashed at a run time not exceeding 200 hours, and the backwash wastewater is recycled. The concept of increasing the run time to increase water production and power efficiencies will be evaluated. If it is deemed desirable, a testing protocol, which will likely utilize particle counters, will be developed. Filter to waste operations are also performed. The purpose of and need for adding flow meters to the filter to waste will be evaluated.
- The disinfection concentration time (CT) requirements are met for a capacity of up to 28.5 MGD, but would not be met at the WTP capacity of 40 MGD. Baffling of the finished water storage tanks will increase CT by reducing short circuiting of the flows within the reservoirs.
- A chemical feed system evaluation will be conducted. The carbon feed system will be evaluated for any needed improvements. Corrections to eliminate a cross connection at the chlorine feed system (to separate raw water from finished water) and to provide a secondary overfeed protection for the fluoride system will be evaluated.
- The WTP residuals are currently dewatered in sludge drying beds. Although the beds have underdrains, they are not being used and the water is allowed to percolate through the soils. The sludge does not dewater as well as was hoped. Changes to the operations will be evaluated relative to the effectiveness of the dewatering operations. The impacts on sludge dewatering with changes to coagulants will also be considered as described above.
- A single intake is utilized for the raw water supply. The need for a second intake will be examined.

- An organizational evaluation is desired that focuses on the recommendations for efficient operations and the optimization and sustainability of resources. The evaluation will consider organizational structure; position responsibilities; compensation; best practices; and staff retention, recruitment, and succession planning.
- Project deliverables include a report that summarizes the evaluations and provides prioritized recommendations for capital improvements. The report will be submitted in the form of eight hard copies and six compact discs (CDs). A draft copy of the report will be submitted within 90 days after the contract award. Allowing for 15 days of review by the City, the final version will be submitted within 120 days after contract award.

FTC&H, and our sub-consultant EMA, understand the scope of work, are prepared to provide the City the highest level of service, and will deliver a reliability study report that will be of significant use to the City of Muskegon.

Project Approach – Water Treatment Plant Reliability Study

Introduction

In October 2002, a reliability study of the City's water system was completed. Subsequently, the WTP underwent design improvements and the expansion was completed in 2005. The MDEQ completed a sanitary survey of the WTP and distribution system in June 2006. The sanitary survey identified several areas of concern that have been included in the project requirements of the reliability study.

Our statement of understanding defines the project's components. The following section presents the approaches and methods that will be used to accomplish the work. They have been broken up into two basic elements – Plant Reliability and Plant Organizational Evaluation.

Plant Reliability

Project Kickoff

A kickoff meeting will be held to introduce the project team and discuss the project elements. FTC&H's team will consist of a project manager, water treatment process engineers, a structural engineer and an electrical engineer. FTC&H's subconsultant will not be physically present at the kickoff meeting, but will be introduced at a subsequent meeting.

During the kickoff meeting, the project elements will be discussed, and a tour of the facilities will be conducted. A list of desired information will be developed.

Flow Projections

Historical water use trends will be used as one indication of potential future use. Trends and projections for population and percentage served for the various communities will also be examined. From this information, projections will be made for future average day, maximum day, and peak hour demands. Although State rules require only a 10-year projection, our analysis will be based on a period of at least 20 years.

The methodologies used will be similar to those used in the October 2002 Reliability Study Update, taking into account the potential for new service areas in addition to expansion within existing service areas. It is anticipated the City will review and concur with the developed flow projections before the study can proceed any further.

Reliability Evaluation

The specific reliability requirements of the Part 12 Rules of the Michigan Safe Drinking Water Act, as they pertain to the water intake, the WTP, and the high service pumping system, will be addressed. These include the adequacy and capacity of the system components to meet the projected water demands, and to supply water with an interruption of power.

Included in this evaluation is an inspection of the 1937 finished water storage tank by qualified structural and process engineers. It is assumed this tank can be drained for inspection.

Also included is an evaluation of the power reliability and a determination of the water treatment and pumping capacity under various power conditions.

Facility Evaluation and Planning

Additional project components of interest to the City and the MDEQ will be evaluated. Many of these items were identified as potential deficiencies or items of concern in the MDEQ's sanitary survey. Several of the items will require onsite inspections reviewing existing conditions to determine corrective actions. Specifically, the following list of items will be evaluated:

- **Pretreatment performance:** Mixing and flocculation efficiencies will be evaluated with consideration given to the need to make power and speed adjustments. If deemed favorable, a protocol will be developed to systematically make changes and monitor the results by examining treatment performance using settled turbidity, particle counting, and filter run times to measure the efficacy. Alternative coagulant will also be evaluated. Research will be conducted on various products and their effectiveness at other plants with similar operating conditions.
- **Filtration Performance:** Optimization of the filtration operations is a major goal for the WTP. Operating data will be examined, and backwashing operations will be observed in order to gain an understanding of the conditions, as reported in the sanitary survey. Recommendations will be provided relative to optimizing air and water backwashing rates, durations, and procedures. Additionally, research will be conducted relative to filter run times and the cost savings of longer run times will be considered. If longer filter run times are deemed technically feasible and desirable, a pilot testing protocol will be developed likely using particle counting and turbidity profiling to support the longer runs. FTC&H has a very good record working with the MDEQ to develop testing protocols of this nature.
- **CT Requirements:** FTC&H will carefully check the MDEQ's CT calculations to verify their conclusions. One obvious improvement can be achieved by baffling the finished water storage tank. FTC&H has successfully evaluated and implemented improvements of this type at other WTPs.
- **Filter to Waste Metering:** The need for metering filter to waste as identified in the sanitary survey will be evaluated and start with an interview of the MDEQ's district engineer. FTC&H has the mutual respect of, and a great working relationship with, the MDEQ's district office staff. FTC&H will consider the regulatory need and the operational benefits of filter to waste metering to develop recommendations in that regard. If filter to waste metering is deemed necessary, we will develop preliminary recommendations relative to the implement thereof.
- **Carbon Feed System:** An evaluation of the carbon feed system will be made to consider whether any improvements are necessary. The carbon feed system is only rarely used for taste and odor control.
- **Chemical Feed System Cross Connection Control:** At least one cross connection exists on the chlorination system piping where raw water feed points are connected

on common piping to finished water feed points. Recommendations for the means to eliminate this cross connection will be made.

- **Fluoride System Overfeed Protection:** Redundant overfeed protection for fluoride feed systems is a common requirement of the MDEQ. The existing controls will be evaluated and a recommendation for the means to provide this redundant control will be made.
- **Residuals Drying and Handling:** Recent improvements were made to incorporate sludge drying beds, however the performance of these beds is not considered optimized and the sludge is not considered ideally dewatered. FTC&H will examine the design criteria and loadings, and develop recommendations for alternate operational procedures, or other capital improvements that will result in an optimal sludge dewatering operation.
- **Source Water (Intake) Redundancy:** The need for a redundant intake was presented in the sanitary survey. Very few plants have more than one intake, but the trend to have more than one is gaining. FTC&H will examine the existing design, and develop alternatives for an emergency or alternate supply.
- **SCADA system** will be evaluated to evaluate what information is collected, how that data is used, and what actions are taken in response to variations in flows, turbidities, levels and concentrations.

Water Filtration Plant Organizational Evaluation

FTC&H will contract with EMA for this task, who has successfully partnered with FTC&H on other similar projects. The approach for this task is as follows:

- EMA will prepare a list of existing information needed, such as job titles, duties and salaries, staffing plan, treatment plant budgets, descriptions of plant O&M activities, list of process equipment to be maintained, list of analyses conducted, monthly operating reports, performance measures, SCADA and control system functionalities, maintenance activities, etc. The information received will be reviewed prior to a site assessment visit.
- FTC&H will introduce EMA to WTP staff and the Department of Public Works (DPW) at the beginning of their site assessment visit. Interviews will be conducted with various WTP staff, the superintendent, and the DPW Director or Assistant Director to learn more about the system and department operations. EMA will also determine which support services the WTP obtains from the DPW, and which services they perform themselves. Examples of these services could include procurement, financial, and asset management services.
- From the information gathered and on the basis of the site visit and interviews, EMA will develop recommendations for improving operations and maintaining them into the future. Much of this will be based on the best practices used at other similar facilities. This will include recommendations related to the organizational structure at the WTP; comprehensive maintenance management systems; job responsibilities and compensation; and staff retention, recruitment, and succession.

- A Microsoft® PowerPoint presentation will be prepared to summarize this evaluation, and will be presented to the WTP Superintendent and DPW officials.

A summary report will bring all of the project elements together. The report will provide capital improvement recommendations grouped into the following prioritization: immediate (less than five years), short term (five to ten years) and long term (more than ten years).

A draft copy of the report will be issued for review by the plant and DPW staff. FTC&H will review any comments and incorporate revisions to the report based on the comments, as appropriate, into the final report.

Task Hour Budget Projections

Task #	Task Name	Billing Rates	Associate Project Manager \$138	Associate Process Engineer \$138	Senior Process Engineer \$104	Staff Process Engineer \$76	Sr. Assoc. Electrical Engineer \$151	Sr. Assoc. Structural Engineer \$151	Typing/ Clerical \$59	Graphics \$69	Principal QA/QC \$175	FTC&H Hours	FTC&H Expense	Outside Services	Total Cost
1	Kickoff		4		4							8	\$100		\$1,068
2	Flow Projections		3		4	20			1		1	29	\$100		\$2,684
3	Reliability Evaluations		4		20		12	8	1	2		47	\$100		\$5,949
4a	Pretreatment Performance		2	8					1		1	12	\$100		\$1,714
4b	Filtration Performance		2	8					1		1	12	\$100		\$1,714
4c	CT Requirements		1		8				1			10	\$100		\$1,129
4d	Filter to Waste Metering		1		4				1	2		8	\$100		\$851
4e	Carbon Feed System		1		6				1	1		9	\$100		\$990
4f	Chemical Feed Cross Connection		1		6				1	2		10	\$100		\$1,059
4g	Fluoride Overfeed Protection		1		3		3		1	1		9	\$100		\$1,131
4h	Residuals Drying and Handling		2	8	8				1	2	1	22	\$100		\$2,684
4i	Source Water Intake Redundancy		1		4				1	2		8	\$100		\$851
4j	SCADA System Evaluation		1		2		5		1			9	\$100		\$1,260
5	Organizational Evaluation		4								2	6	\$100	\$16,800	\$17,802
6	Summary Report		4	4	8	12	4	2	8	4	2	48	\$500		\$5,352
TOTALS			32	28	77	32	24	10	20	16	8	247	\$1,900	\$16,800	\$46,238

- Notes:
1. FTC&H's standard billing rates are based on approximately 185% overhead and 15% profit.
 2. Outside Service billed through FTC&H include a 5% contracting/processing fee.
 3. EMA's standard billing rates are based on approximately 196% overhead and 15% profit.
 4. EMA's services are based on the following projections:

Position	Rate	Hours	Cost
Principal Consultant	\$211	8	\$1,688
Senior Project Manager	\$183	64	\$11,712
Office Support	\$55	10	\$550
Expenses			\$2,050
Total			\$16,000

GENERAL PROVISIONS

The CONSULTANT shall:

1. Follow standard accounting practices and permit the CITY to inspect its PROJECT books and records at any reasonable time. Such records are to be kept available for three (3) years from the date of the final payment for work conducted under this Agreement.
2. Have in its employ a sufficient number of qualified employees available to complete the PROJECT in accordance with the schedule established upon the authorization of the services as outlined herein.
3. Show evidence of Workmen's Compensation Insurance, said insurance to be required by law. Maintain and show evidence of Professional Liability Insurance in the amount of \$500,000, maintain General Liability Insurance with a limit of liability not less than \$500,000, and name the CITY OF MUSKEGON as additional insured with policy(ies) not being cancelled or materially altered without at least thirty (30) days notice to the CITY.
4. Commence work on the PROJECT as set forth in this Agreement only upon receipt of written notice from the CITY.
5. During the performance of the services herein provided for, be responsible for any loss or damage to the documents, hereinafter enumerated as belonging to the CITY, while they are in its possession. Restoration of lost or damaged documents shall be at the CONSULTANT'S expense.
6. The CONSULTANT will perform all work on this project with its own employees except as noted herein, or as approved by the CITY.
7. CITY INCOME TAX WITHHOLDING. The CONSULTANT shall withhold Muskegon City income taxes from each and every employee who is subject to same, and shall pay the income tax due, if any. CONSULTANT shall further require the same of each subconsultant or other party with whom CONSULTANT works or from whom CONSULTANT obtains goods or services for the project. Payroll submissions required by this agreement shall include full information showing said withholding. The City may withhold payments otherwise due to the CONSULTANT to assure compliance with this agreement or cure noncompliance.
8. The consultant recognizes that time is of the essence on this project and therefore accepts the responsibilities to ensure compliance with the attached

schedule of tasks, failure by the consultant or any other parties he hires will result in the assessment of liquidated damages equal to \$300 per calendar day.

II. THE CITY WILL:

- A. Provide to CONSULTANT existing data as it is available from its files.
- B. Pay for and in consideration of the services rendered by the CONSULTANT in carrying out the PROJECT on the basis of costs as outlined in the proposal under the sections entitled "ENGINEERING SERVICES WORK PLAN" and "CURRENT FEE SCHEDULE" shall not exceed \$46,238.00. Any increase in the amount to be paid to the CONSULTANT shall be by amendment to this Agreement.
- C. Determine actual costs for the PROJECT work required and performed in accordance with the following terms:

- 1. Direct Salary Costs: Actual Direct Salary costs of members of the firm and staff personnel on the basis of salary, on an hourly basis (without markup) actually expended for said personnel for the time such personnel are directly utilized on the PROJECT.
- 2. Other Direct Costs: Actual cost of other material and services as may be required hereunder but which are not normally provided as part of the overhead of the CONSULTANT. All actual costs shall be itemized and certified as paid to specifically named firms or individuals, and shall be supported by proper receipts. Examples of items normally treated as direct costs are as follows.

Computer services, travel, transportation, printing and telephone costs related to the PROJECT work performed. Engineering services (by others) such as surveys, professional engineering services, etc., and items other than engineering services related to the PROJECT.

- 3. Overhead, Indirect Costs and Profit: The overhead and indirect costs incurred by the CONSULTANT during performance of the PROJECT work. The amount of overhead, indirect costs and profit payment, including payroll overhead, will be calculated as a percentage of all direct salary costs related to staff personnel. Overhead and indirect costs shall include those costs which, because of the incurrence for common or joint objectives are not readily subject to treatment as a direct cost. The percentage rate, for Payroll Overhead (Direct Salary Costs), Firm

Overhead and Profit, which will be applied to direct labor costs for progress payments, **various for the different tasks (billing will be based on the attached hourly schedule).**

It is agreed that this rate is the final overhead rate and will be used for all work related to the PROJECT.

- D. Make payments to the CONSULTANT in accordance with the following procedures:
1. Progress payments shall be made for reimbursement of amount earned to date and shall include direct salary costs, other direct costs, calculated amounts for overhead, indirect costs and profit using the aforementioned rate.
 2. Partial payments will be made upon the submissions by the CONSULTANT of an Invoice Voucher, accompanied by properly completed reporting forms and such other evidence of progress as may be required by the CITY. Partial payments shall be made only once a month.
 3. Final billing under this contract shall be submitted in a timely manner but not later than six months after completion of the work. Billings for work submitted later than six months after completion of the work will not be paid. Final payment will be made upon completion satisfactory to the CITY.
- E. If work on the Agreement is terminated before completion, pay the CONSULTANT actual costs incurred for the work up to the time of termination of this Agreement, compensate the CONSULTANT in full for all overhead costs defined above and prorated profit on work completed. The aforesaid payment shall be an amount which can be established by the CONSULTANT from his accounts and records, and verified by the CITY. In no case shall the amount paid to the CONSULTANT for partial completion of work under this Agreement exceed the amount the CONSULTANT would receive had all work be completed.

III. IT IS FURTHER AGREED THAT:

- A. Upon completion or termination of this Agreement, all documents prepared by the CONSULTANT, including tracings, drawings, estimates, specifications, field notes, investigations, studies, etc., as instruments of service, shall become the property of the CITY. The CONSULTANT may keep a copy of materials developed through this contract.

- B. No portion of the PROJECT work, hereto before defined, shall be sublet, assigned, or otherwise disposed of except as herein provided or with the prior written consent of the CITY. Consent to sublet, assign or otherwise dispose of any portion of said work shall not be construed to relieve the CONSULTANT of any responsibility for the fulfillment of this Agreement.
- C. All questions which may arise as to the quality and acceptability of work, the manner of performance and rate of progress of work, and the interpretation of plans and specifications shall be addressed by the CONSULTANT to the satisfaction of the CITY. All questions as to the satisfactory completion shall be decided by the CITY.
- D. Any change in work to be performed by the CONSULTANT involving extra compensation must be authorized in writing by the CITY prior to the performance thereof by the CONSULTANT.
- E. The CONSULTANT warrants it has not employed or retained any company or person other than bona fide employees working solely for the CONSULTANT, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than bona fide employees working solely for the CONSULTANT, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon, or resulting from the award or making of the Agreement. For breach or violation of this warranty, the CITY shall have the right to annul this Agreement without liability or, at its discretion, to deduct from the contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.
- F. The CONSULTANT specifically agrees that in the performance of engineering services herein enumerated, by him, or by an approved subcontractor, or anyone acting in its behalf, they will comply with any and all State, Federal, and Local statutes, ordinances and regulations and obtain all permits that are applicable to the entry into and the performance of this Agreement.
- G. No charges or claims for damages shall be made by the CONSULTANT for delays or hindrances from any cause whatsoever during the progress of any portions of the services specified in this Agreement, except as hereinafter provided.

In case of a substantial delay on the part of the CITY in providing to the CONSULTANT access to the site, necessary information or approval to proceed with the work, resulting, through no fault of the CONSULTANT, in delays of such extent as to require the CONSULTANT to perform his work under changed conditions not

contemplated by the parties, the CITY will provide supplemental compensation limited to increased costs incurred as a direct result of such delays. Any claim of supplemental compensation must be in writing and accompanied by substantiating data. Authorization of such supplemental compensation shall be by an amendment to this Agreement. When delays are caused by circumstances or conditions beyond the control of the CONSULTANT, as determined by the CITY, the CONSULTANT shall be granted an extension of time for such reasonable period as may be mutually agreed upon between the parties, it being understood, however, that the permitting of the CONSULTANT to proceed to complete any services, or part of them, after the date to which the time of completion may have been extended, shall in no way operate as a waiver on the part of the CITY of any of its rights herein set forth.

- H. In case the CONSULTANT deems extra compensation will be due them for work or materials not clearly covered in this Agreement, or not ordered by the CITY as a change, or due to changed conditions, the CONSULTANT shall notify the CITY in writing of his intention to make claim for such extra compensation before they begin such work.

Failure on the part of the CONSULTANT to give such notification will constitute a waiver of the claim for such extra compensation. The filing of such notice by the CONSULTANT shall not in any ways be construed to establish the validity of the claim. Such extra compensation shall be provided only by amendment to this Agreement.

- I. The CONSULTANT agrees to comply with the following insurance and indemnity requirements:
1. Hold Harmless Agreements: To the fullest extent permitted by law, CONSULTANT agrees to defend, pay in behalf of, indemnify, and hold harmless the CITY, its elected and appointed officials, employees, volunteers, and others working on behalf of the CITY against any and all claims, demands, suits, or loss, including any costs connected therewith, and for any damages which may be asserted, claimed or recovered against or from the CITY, its elected and appointed officials, employees, volunteers, or others working on behalf of the CITY, by reason of personal injury, including bodily injury and death, property damage, including loss of use thereof, and/or the effects of or release or toxic and/or hazardous material which arises out of the negligent acts and or omission of the engineer. The obligation to defend and hold harmless extends to CONSULTANT'S employees, agents, subcontractors, assigns and successors.

2. Consultant Insurance Requirements: CONSULTANT 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 the CITY.
3. Workers' Compensation Insurance: The CONSULTANT shall procure and maintain during the life of this contract, Workers' Compensation Insurance, including Employer's Liability coverage, in accordance with all applicable Statutes of the State of Michigan.
4. General Liability Insurance: The CONSULTANT 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 **\$500,000** 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 Contractor's Coverage; (d) Broad Form General Liability Extensions or equivalent.
5. Motor Vehicle Liability: The CONSULTANT 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 **\$500,000** 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.
6. Professional Liability Insurance: The CONSULTANT shall procure and maintain during the life of this contract and during the performance of all services, Professional Liability Insurance covering all performances from the beginning of the Consultant's services on a "claims made basis" and shall maintain coverage from commence of this contract until six (6) months following completion of the Consultant's work with limits of liability not less than **\$500,000** per occurrence.
7. Additional Insured: Commercial General Liability and Motor Vehicle Liability Insurance, as described above, shall include an endorsement stating the following shall be "Additional Insured": The CITY OF MUSKEGON, all elected and appointed officials, all employees and volunteers, all boards, commissions and/or authorities and board members, including employees and volunteers thereof.
8. Cancellation Notice: Workers' Compensation Insurance, General Liability Insurance, Motor Vehicle Liability Insurance, and Professional

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.

9. Proof of Insurance Coverage: The CONSULTANT shall provide the CITY at the time of the contracts are returned by him for execution, certificates and policies as listed below:

- (a) Two (2) copies of Certificate of Insurance for Workers' Compensation Insurance.
- (b) Two (2) copies of Certificate of Insurance for Commercial General Liability Insurance.
- (c) Two (2) copies of Certificate of Insurance for Vehicle Liability Insurance.
- (d) Two (2) copies of Certificate of Insurance for Professional Liability Insurance.
- (e) If so requested, certified copies of all policies mentioned above will be furnished.

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

- J. This Agreement shall be terminated upon advisement to the CONSULTANT by the CITY that the PROJECT work is completed and accepted, with the exception that the Professional Liability Insurance at the identified limits of coverage shall remain in effect for a period of six (6) months following the date of said advisement of termination.
- K. Upon execution of this Agreement by the parties hereto, the same shall become binding on the parties hereto and their successors and assigns.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals by their duly authorized agents and representatives the day and year first above written.

FISHBECK, THOMPSON, CARR & HUBER, INC.

Nan Schoonmaier
Witness 8/07/2007

Witness

Michael L. Peters 08/07/07
MICHAEL L. PETERS P.E.
SR. VICE PRESIDENT

CITY OF MUSKEGON

Linda Potter
Witness Linda Potter

Jo Ann Krukowski
Witness Jo Ann Krukowski

Stephen J. Warmington
Stephen J. Warmington (Mayor) Date
Ann Marie Becker
Ann Marie Becker (Clerk) Date

ACORD CERTIFICATE OF LIABILITY INSURANCEOP ID
FISHB-1

DATE (MM/DD/YYYY)

08/02/07

PRODUCER

Professional Underwriters, Inc
39475 13 Mile Road, Suite 106
Novi MI 48377
Phone: 248-553-8300 Fax: 248-553-8305

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION
ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE
HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR
ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED

Fishbeck, Thompson, Carr
& Huber, Inc.
1515 Arboretum Dr., SE
Grand Rapids, MI 49546

INSURERS AFFORDING COVERAGE

NAIC

INSURER A: Charter Oak Fire Insurance Co.

INSURER B: Travelers Property Casualty

INSURER C: Phoenix Insurance Co.

INSURER D: Continental Casualty Company

INSURER E:

20443

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	GENERAL LIABILITY	630-4985B626	11/01/06	11/01/07	EACH OCCURRENCE	\$ 1,000,000
	☒ COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000
	☐ CLAIMS MADE ☒ OCCUR				MED EXP (Any one person)	\$ 10,000
					PERSONAL & ADV INJURY	\$ 1,000,000
					GENERAL AGGREGATE	\$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:				PRODUCTS - COM/OP AGG	\$ 2,000,000
	☒ POLICY ☐ PRO-JECT ☐ LOC					
A	AUTOMOBILE LIABILITY	810-4985B626	11/01/06	11/01/07	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
	☒ ANY AUTO				BODILY INJURY (Per person)	\$
	☐ ALL OWNED AUTOS				BODILY INJURY (Per accident)	\$
	☐ SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident)	\$
	☐ HIRED AUTOS					
☐ NON-OWNED AUTOS						
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	\$
	☐ ANY AUTO				OTHER THAN EA ACC	\$
					AUTO ONLY: AGG	\$
B	EXCESS/UMBRELLA LIABILITY	CUP 4985B626	11/01/06	11/01/07	EACH OCCURRENCE	\$ 5,000,000
	☒ OCCUR ☐ CLAIMS MADE				AGGREGATE	\$ 5,000,000
						\$
	☐ DEDUCTIBLE					\$
	RETENTION \$					\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	UB 4985B626	11/01/06	11/01/07	☒ WC STATU-TORY LIMITS ☐ OTH-ER	
	E.L. EACH ACCIDENT				\$ 500,000	
	E.L. DISEASE - EA EMPLOYEE				\$ 500,000	
	E.L. DISEASE - POLICY LIMIT				\$ 500,000	
ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below						
OTHER						
D	ARCH/ENG PROF LIAB	AEH 25-403-80-73	10/31/06	10/31/07	1,000,000	PER CLAIM
	SUBJ TO DEDUCTIBLE				AS STATED ON POLICY	1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

The City of Muskegon, all elected and appointed officials, all employees and volunteers, all boards, commissions and/or authorities and board members, including employees and volunteers thereof are named as additional insured with respect to the General Liability as well as the Auto Liability or Umbrella. City of Muskegon Water Filtration Plant Reliability Study.

CERTIFICATE HOLDER

CITOMU1

City of Muskegon
Engineering Department
1900 Beech Street
Muskegon MI 49441

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION

DATE THEREOF, THE ISSUING INSURER WILL ~~ENDORSE TO~~ MAIL 30 DAYS WRITTENNOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, ~~OUT FAILURE TO DO SO SHALL~~~~IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR~~~~REPRESENTATIVES.~~

Date: 07/24/07
To: Honorable Mayor and City Commission
From: Cemetery
RE: Well installation

SUMMARY OF REQUEST:

Authorize staff to enter into an agreement with Brass-Mar Water Wells Inc. out of 13427 Fruit Ridge, Kent City, since they were the lowest responsible bidder with a bid price of \$25,043.00.

FINANCIAL IMPACT:

Cost of drill/installing one well of \$25,043.00

BUDGET ACTION REQUIRED:

None.

STAFF RECOMMENDATION:

Authorize staff to enter into an agreement with Brass-Mar Water Wells Inc.

(

Memorandum

To: Honorable Mayor and City Commissioners
From: Cemetery
Date: 07/24/07
Re: Well installation

The Cemetery Department has been looking at the possibility of installing an irrigation well to help lower the cost of watering Restlawn Cemetery. Over the last two years, the cost to irrigate has risen to over \$36,000.00. The cost to install the well that meets our specifications is \$25,043.00. We estimate the cost to operate this system will be between \$1,500.00 and \$3,000.00 annually.

We requested quotes from 9 area well drillers and received two responses. Attached is a summary of the bids.

In accordance with established policy, we are requesting permission to authorize Brass-Mar Water Wells Inc. to install a well to irrigate Restlawn Cemetery.

[illegible]

CITY OF MUSKEGON

AGREEMENT FOR SERVICES OR CONSTRUCTION
Small and Limited Projects

THIS IS AN AGREEMENT between the CITY OF MUSKEGON ("City"), 933 Terrace Street, Muskegon, Michigan, and **Brass-Mar Wells** ("Contractor"), of Kent City , Michigan, for a small or limited project, and is made in the following terms:

Agreement and Performance

Contractor agrees to perform and supply all the services and materials set forth in the Statement of Work attached to this agreement, ("Performance"). Contractor's performance shall be accomplished in good and workmanlike manner, to the satisfaction of the City.

Price \$25,043.00

Contractor will perform as set forth above for the complete contract price of **\$25,043.00**

Conditions and Covenants

Contractor will comply with all laws, rules and regulations of the City, and any other local government of the State of Michigan and the United States Government. Contractor will supply insurance as required by separate written document, naming the City as an additional insured, if appropriate, and shall carry such additional insurance coverage's as are required by the City. Contractor shall hold the City harmless against any and all claims for damages or costs made against the City arising from Contractor's performance, including all costs of defense, attorneys' fees, expenses and the amount of any damage determined against the City.

Contractor certifies that it is eligible for performance of government work and has not been cited or listed for failure to comply with Wage and Hour or prevailing wage regulations of the

7/31/2007

State of Michigan or the Federal Government.

Termination and Cancellation

This contract may be terminated for failure to perform in accordance herewith, and Contractor shall be liable for normal contractual remedies available to the City.

Nondiscrimination Compliance

Contractor agrees to comply with all nondiscrimination laws, rules and regulations and policies of the City, State and Federal Governments including, but not limited to, the provisions of Executive Order

11246, Affirmative Action Requirements for Disabled Veterans and Veterans of the Viet Nam Era and

for Handicapped Workers. If required by the City and appropriate for the services in this contract,

Contractor shall comply with City oversight procedures. The provisions of all said policies, rules, executive orders and laws regarding nondiscrimination and affirmative action are available from the City by contacting the Affirmative Action Director of the City, City Hall, 933 Terrace Street, Muskegon, Michigan, telephone 724-6703. The City may supply a copy with this contract in its discretion.

The parties agree to performance of this contract by signing below. The effective date of this agreement is July 31, 2007.

Witnesses:

8-16-07
Valerie J. Martin

Contractor: Base Mac Water Wells Inc.
By [Signature] president

[Signature]

CITY OF MUSKEGON

By [Signature]

7/31/2007

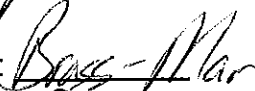
Contract Between
City of Muskegon
And
Brass-Mar Wells

STATEMENT OF WORK: Installation and set up of an 80' deep well capable of supplying 225 gpm at 85 to 95 psi per Proposal Form submitted 07/10/07.

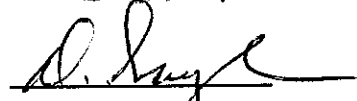
Initials:



Contractor:



City:



(Department Head)

ACORD CERTIFICATE OF LIABILITY INSURANCE		OP ID CK BRASS-1	DATE (MM/DD/YYYY) 08/27/07
PRODUCER Melton-McFadden Agency P.O. Box 9 Belding MI 48809-0009 Phone: 616-794-0620		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
INSURED Brass-Mar Water Wells, Inc. 13427 Fruit Ridge Kent City MI 49330		INSURERS AFFORDING COVERAGE INSURER A: Brass-Mar Water Wells, Inc. INSURER B: INSURER C: INSURER D: INSURER E:	NAIC # 10176

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR	ADD'L	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A		GENERAL LIABILITY	CPP9676546	04/22/07	04/22/08	EACH OCCURRENCE
		☒ COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence)
		☐ CLAIMS MADE ☒ OCCUR				MED EXP (Any one person)
		GEN'L AGGREGATE LIMIT APPLIES PER:				PERSONAL & ADV INJURY
		☐ POLICY ☐ PRO-JECT ☐ LOC				GENERAL AGGREGATE
						PRODUCTS - COMP/OP AGG
A		AUTOMOBILE LIABILITY	ACV9676547	04/22/07	04/22/08	COMBINED SINGLE LIMIT (Ea accident)
		☒ ANY AUTO				BODILY INJURY (Per person)
		☐ ALL OWNED AUTOS				BODILY INJURY (Per accident)
		☐ SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident)
		☐ HIRED AUTOS				
		☐ NON-OWNED AUTOS				
		BOAT LIABILITY				AGGREGATE
		☐ OCCUR ☐ CLAIMS MADE				
		☐ DEDUCTIBLE				
		☐ RETENTION \$				
A		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	WC9676548	04/22/07	04/22/08	WC STATUTORY LIMITS
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT
		If yes, describe under				E.L. DISEASE - EA EMPLOYEE
						AGGREGATE
		OTHER				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Additional Insured: City of Muskegon, 1400 Kenneth St, Muskegon, MI 49442**CERTIFICATE HOLDER****CANCELLATION**

CITYOFM City of Muskegon 933 Terrace St Muskegon MI 49441	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE Scott Melton
--	--

ACORD CERTIFICATE OF LIABILITY INSURANCECSR LC
BRASS-1DATE (MM/DD/YYYY)
08/06/07

PRODUCER

Melton-McFadden Agency
P.O. Box 9
Belding MI 48809-0009
Phone: 616-794-0620

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED

Brass-Mar Water Wells, Inc.
13427 Fruit Ridge
Kent City MI 49330

INSURERS AFFORDING COVERAGE

NAIC

INSURER A Hastings Mutual Insurance Co

14176

INSURER B

INSURER C

INSURER D

INSURER E

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A		GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC	CPP9676546	04/22/07	04/22/08	EACH OCCURRENCE \$ 1000000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100000 MED EXP (Any one person) \$ 5000 PERSONAL & ADV INJURY \$ 1000000 GENERAL AGGREGATE \$ 2000000 PRODUCTS - COMP/OP AGG \$ 2000000
A		AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS	ACV9676547	04/22/07	04/22/08	COMBINED SINGLE LIMIT (Ea accident) \$ 1000000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		GARAGE LIABILITY ☐ ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
		EXCESS/UMBRELLA LIABILITY ☐ OCCUR ☐ CLAIMS MADE DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
A		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER	WC9676548	04/22/07	04/22/08	WC STATUTORY LIMITS OTHER E.L. EACH ACCIDENT \$ 500000 E.L. DISEASE - EA EMPLOYEE \$ 500000 E.L. DISEASE - POLICY LIMIT \$ 500000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

CERTIFICATE HOLDER

CITY OF M

City of Muskegon
933 Terrace St
Muskegon MI 49441

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Scott Melton

Date: July 24, 2007
To: Honorable Mayor and City Commissioners
From: DPW
RE: Service Agreement with Muskegon Heights

SUMMARY OF REQUEST:

Authorize the mayor & Clerk to sign the attached agreement with Muskegon Heights to maintain their fleet.

FINANCIAL IMPACT:

Potential revenue of \$20,000 to \$30,000

BUDGET ACTION REQUIRED:

None.

STAFF RECOMMENDATION:

Approve the service agreement with Muskegon Heights and authorize the Mayor & Clerk to sign agreement.

SERVICE AGREEMENT

Effective March 1, 2007, the City of Muskegon, 933 Terrace Street, Muskegon, Michigan 49440 ("Muskegon") and the City of Muskegon Heights, 2724 Peck Street, Muskegon Heights, Michigan 49444 ("Muskegon Heights") agree as follows:

BACKGROUND

Muskegon Heights has police, fire and public works vehicles which have specific performance requirements needing specialized service and maintenance work. Muskegon Heights is seeking assistance to properly service and maintain its police, fire and public works vehicles. Muskegon has a facility at its Department of Public Works building located at 1350 East Keating Avenue, Muskegon, Michigan that houses the Muskegon Fleet Division. The Muskegon Fleet Division maintains a vehicle repair facility which is able to properly repair and maintain police, fire and public works vehicles. It is the desire of Muskegon County government entities to seek opportunities for functional consolidation of services to the mutual benefit of all parties involved.

1. **TERM.** Muskegon and Muskegon Heights acknowledge that performance under this contract will commence immediately upon the full execution of this Agreement and shall continue in full force and effect through December 31, 2007 unless terminated in accordance with Paragraphs 5 through 8 of this Agreement.

2. **MUSKEGON'S COMMITMENTS.** Muskegon agrees as follows:

- a. To provide repair and maintenance services during regular business hours from 7:30 a.m. until 3:30 p.m. Monday through Friday;
- b. To provide a mechanic on call 24 hours a day, 7 days a week. The mechanic can be reached at 231-737-2680; and 231-724-4100 during regular hours.
- c. To use the highest standards for repairs to all police, fire and public works vehicles and will not deviate from these standards even at the request of Muskegon Heights; and
- d.. That Muskegon will give priority to its own vehicles before servicing Muskegon Heights' vehicles, but will make every effort to make timely repairs for Muskegon Heights' vehicles.

3. **MUSKEGON HEIGHTS' COMMITMENTS.** Muskegon Heights agrees as follows:

- a. To pay compensation to Muskegon for the maintenance and repair services of the Muskegon Fleet Division at the rate of \$60.00 per hour; calculated on a flat rate basis where possible.
- b. To pay compensation to Muskegon for the maintenance and repair services of the Muskegon Fleet Division at the rate of \$75.00 per hour for all services provided outside of regular business hours of 7:30 a.m. until 3:30 p.m. Monday through Friday;
- c. To pay the actual costs plus 15% of all parts and supplies used in the repair and/or maintenance of police, fire and public works vehicles;
- d. To pay all invoices with thirty days;
- e. To pay 1% interest per month on all invoices unpaid after thirty days; and
- f. If its account with Muskegon reaches a balance of \$5,000 more than 30 days past due, all work must be paid for in advance. So long as there is a balance of \$5,000 more than 30 days past due, Muskegon may refuse to perform any services pursuant to this Agreement.
- g. If Muskegon Heights has any concerns with the performance of the work completed by the City of Muskegon, it shall promptly notify the City of Muskegon so that both cities can address such concerns.

4. **COST REVIEW.** Before February 1st of each year, Muskegon shall review its personnel costs, including mechanics' time, and any costs directly related to the ability of Muskegon to provide services under this Agreement. If these costs have increased, Muskegon shall notify Muskegon Heights in writing of the increase in cost and the justification for the increase in costs under this Agreement. The increase in costs will be effective March 1st of each year.

5. **TERMINATION.** This Agreement shall remain in effect until terminated by either party. Muskegon and Muskegon Heights may terminate this Agreement for any reason, including the convenience of either party, and without penalty. Termination notice shall be in writing and comply with Paragraph 7 and/or 8 of this Agreement. Termination shall become effective thirty days from the date of the Termination Notice.

6. **TERMINATION BY MUSKEGON HEIGHTS.** Upon receipt of the Termination Notice from Muskegon Heights, Muskegon shall have thirty days to invoice Muskegon Heights for any outstanding balances that have not previously been invoiced. Muskegon Heights shall be responsible for all costs of services, maintenances and supplies either invoiced prior to receiving the Termination Notice or performed or purchased by Muskegon before receipt of the Termination Notice. Muskegon will attempt to return any parts and supplies ordered for Muskegon Heights' vehicles that it is unable to use on non-Muskegon Heights' vehicles. If Muskegon is unable to obtain full refunds or partial refunds, Muskegon will send Muskegon Heights invoices for those non-refundable or partially refundable parts and supplies.

If Muskegon Heights exercises its right to terminate this Agreement, it shall pay all outstanding invoices within ten days from the date of termination. If Muskegon has vehicles belonging to Muskegon Heights on its site, the Termination Notice shall state whether it is authorizing Muskegon to complete any necessary work on those vehicles or immediately cease all work on those vehicles. If the Termination Notice states that Muskegon is to cease work on all Muskegon Heights vehicles on its property, Muskegon Heights shall remove these vehicles within five days from the date of the Termination Notice. If the Termination Notice requests that Muskegon complete all work on vehicles on its site, this work shall be completed and payment in accordance with this Agreement.

7. **TERMINATION BY MUSKEGON.** Upon receipt of the Termination Notice from Muskegon, Muskegon Heights shall have thirty days to pay for all work, services, parts and materials provided or ordered pursuant to this Agreement, whether invoiced or not. Muskegon Heights shall have five days to remove all its vehicles, parts and materials from Muskegon's property.

8. **NOTICES.** Any notice that either party may give or is required to give under this agreement shall be in writing and, if mailed, be effective three days after being sent by certified or registered mail, postage prepaid, addressed to the City Clerk at the other party's address set forth in this agreement or at any other address the other party provides in writing.

9. **GENERAL PROVISIONS.**

a. ***Entire Agreement.*** This agreement shall constitute the entire agreement, and shall supersede any other agreements, written or oral, that may have been made or entered into, by and between the parties with respect to the subject matter of this agreement and shall not be modified or amended except in a subsequent writing signed by the party against whom enforcement is sought. All contemporaneous or prior negotiations and representations have been merged into this agreement.

b. ***Binding Effect.*** This agreement shall be binding upon, and inure to the benefit of and be enforceable by, the parties and their respective legal representatives, permitted successors and assigns.

c. ***Counterparts.*** The agreement may be executed in counterparts, and each set of duly delivered identical counterparts which includes all signatories shall be deemed to be one original document.

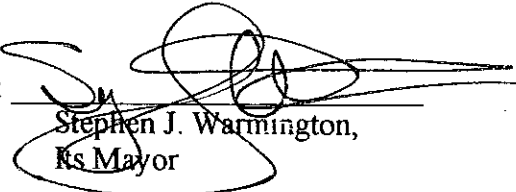
d. ***Non-Waiver.*** No waiver by any party of any provision of this agreement shall constitute a waiver by such party of such provision on any other occasion or a waiver by such party of any other provision of this agreement.

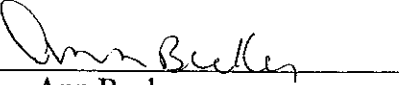
e. ***Severability.*** Should any one or more of the provisions of this agreement be determined to be invalid, unlawful, or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions of this agreement shall not in any way be impaired or affected.

f. **Assignment or Delegation.** Except as otherwise specifically set forth in this agreement, neither party shall assign all or any portion of its rights and obligations contained in this agreement without the express prior written approval of the other party, which approval may be withheld in the other party's sole discretion.

g. **Fax or Electronic Signatures.** The parties have agreed that electronic or fax copies of the signed agreement shall constitute a valid, enforceable agreement. Each party will mail originals to the respective party upon their execution of this agreement.

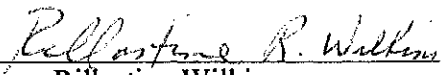
CITY OF MUSKEGON

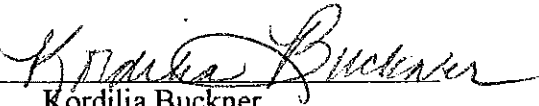
By: 
Stephen J. Warrington,
Its Mayor

By: 
Ann Becker,
Its Clerk

Date: August 6, 2007

CITY OF MUSKEGON HEIGHTS

By: 
Rillastine Wilkins,
Its Mayor

By: 
Kordilia Buckner,
Its Clerk

Date: July 9, 2007

Date: July 24, 2007
To: Mayor and City Commissioners
From: Department of Public Works
Re: Transfer Ownership of Sanitary Sewer.

SUMMARY OF REQUEST: For many years the City of Muskegon has owned and maintained a sanitary sewer that is a collection sewer for three cities. This sewer line was most likely overlooked when local lines were turned over to the County of Muskegon during the original Wastewater Project. This line is used by both the City of Norton Shores and the City of Roosevelt Park and no interagency agreement for joint maintenance was ever executed.

FINANCIAL IMPACT: The potential of future maintenance expense will now be shared by all users rather than just the City of Muskegon.

BUDGET ACTION REQUIRED: None

STAFF RECOMMENDATION: Recommend that the City of Muskegon transfer ownership of this collection sanitary sewer to the Muskegon County Wastewater System.

RESOLUTION

2007-61(m)

The following preamble and resolution was offered by Commissioner _____

Davis and supported by Commissioner Carter

WHEREAS, the City of Muskegon owns and maintains a gravity sewer system consisting of 24-inch and 30-inch pipe conveys sewage from the corner of Sherman Boulevard and McCracken Street to the Muskegon County Wastewater Management System's Lift Station D on Shoreline Drive; and

WHEREAS, this gravity sewer system transmits waste from the cities of Roosevelt Park, Norton Shores, and Muskegon to the System and should be owned and maintained by the Muskegon County Wastewater Management System; and

WHEREAS, the Muskegon County Wastewater Management System is in agreement with transferring the gravity sewer system described above from the City of Muskegon to the County of Muskegon.

WHEREAS, as a result of this transfer, the Muskegon County Wastewater Management System would assume operation, maintenance, and repair of the line as well as the responsibility for breaks; and

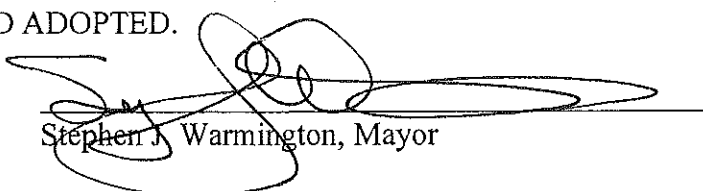
WHEREAS, regardless of this transfer, the City of Muskegon will remain responsible for operation, maintenance, and repair of all connections to this gravity sewer system that are smaller than 18 inches in diameter.

NOW, THEREFORE, BE IT RESOLVED, that the 24-inch and 30-inch gravity sewer system described above and previously owned by the City of Muskegon is hereby transferred to the Muskegon County Wastewater Management System.

AYES: Spataro, Warmington, Wierengo, Carter, Davis, Gawron,
and Shepherd

NAYS: None

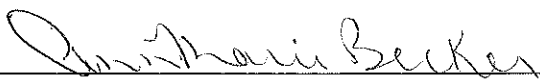
RESOLUTION DELARED ADOPTED.


Stephen J. Warmington, Mayor

CERTIFICATION

2007-61 (m)

I hereby certify that the following constitutes a true and complete copy of a resolution adopted by the City of Muskegon City Commission at a regular meeting held on July 24, 2007, and that public notice of said meeting was given pursuant to and in full compliance with Act No. 267 of the Public Acts of Michigan of 1967.

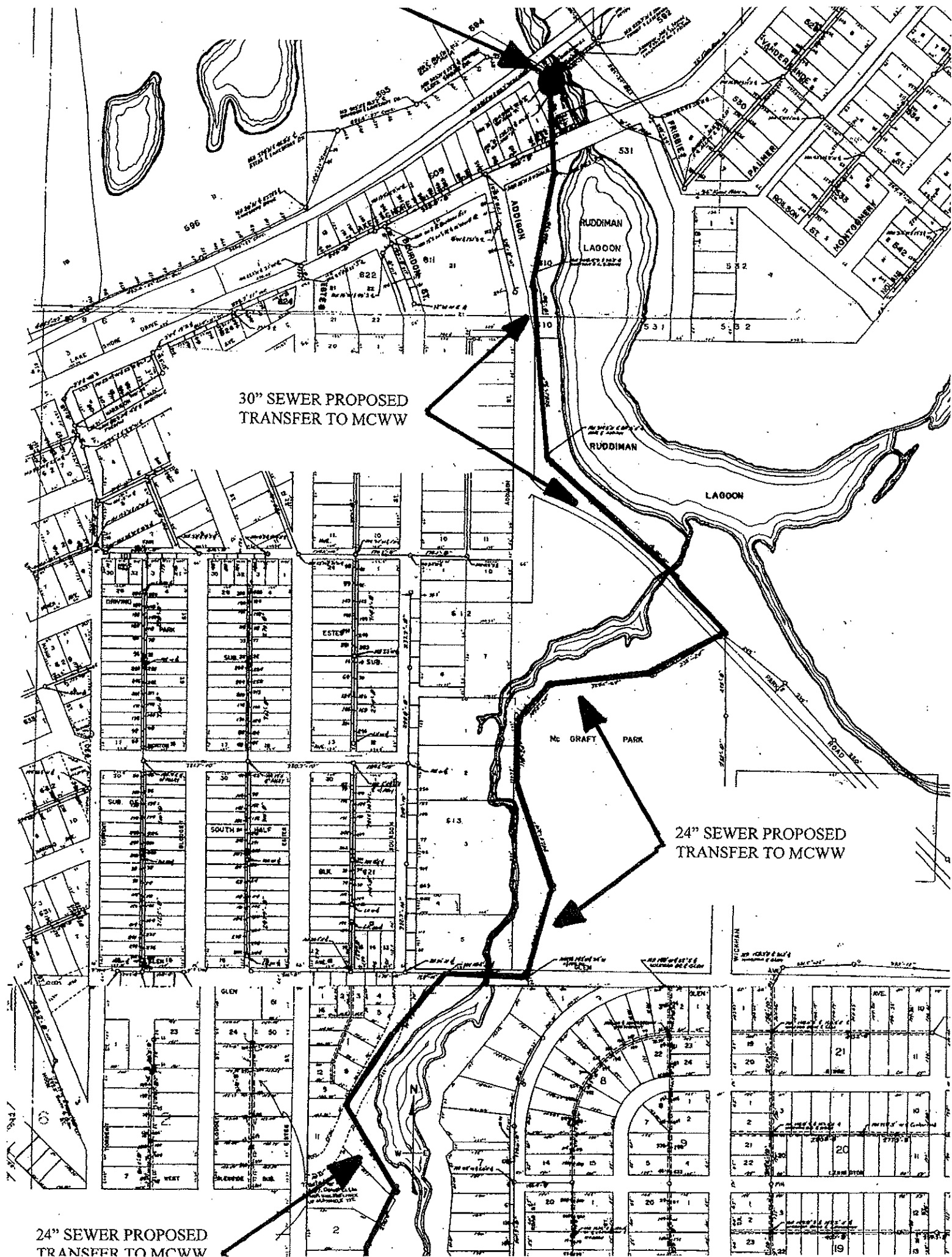


Ann Marie Becker, City Clerk

30" SEWER PROPOSED
TRANSFER TO MCWW

24" SEWER PROPOSED
TRANSFER TO MCWW

24" SEWER PROPOSED
TRANSFER TO MCWW



A regular meeting of the Muskegon County Board of Public Works was held in the City of Muskegon Heights, County of Muskegon on August 9, 2007, 3:30 PM in the Louis A. McMurray Transportation & Conference Center located at 2624 Sixth Street.

PRESENT: Don Aley; Charles Buzzell; James Derezinski; Marvin Engle; Martin Hulka; Ken Mahoney; I. John Snider; Louis McMurray.

ABSENT: Lewis Collins (excused)

RESOLUTION

The following preamble and resolution was offered by Commissioner Buzzell and supported by Commissioner Derezinski.

WHEREAS, the Public Works Board is responsible for the Muskegon County Wastewater Management System for the County of Muskegon; and

WHEREAS, as part of that System, there are gravity sewer lines previously owned by communities that handle flows from multiple municipalities that became the responsibility of the System; and

WHEREAS, a gravity sewer system consisting of 24-inch and 30-inch pipe conveys sewage from the corner of Sherman Boulevard and McCracken Street to the System's Lift Station D on Shoreline Drive; and

WHEREAS, this gravity sewer system transmits waste from the cities of Roosevelt Park, Norton Shores, and Muskegon to the System and should be owned and maintained by the System; and

WHEREAS, the City of Muskegon is in agreement with transferring the gravity sewer system described above to County ownership; and

WHEREAS, as a result of this transfer, the System would assume the operation, maintenance, and repair of the line as well as the responsibility for breaks; and

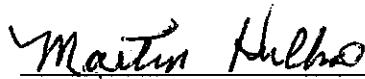
WHEREAS, regardless of this transfer, the City of Muskegon will remain responsible for operation, maintenance, and repair of all connections to this gravity sewer system that are smaller than 18 inches in diameter.

NOW, THEREFORE, BE IT RESOLVED, that the 24-inch and 30-inch gravity sewer system described above and previously owned by the City of Muskegon is hereby transferred to the Muskegon County Wastewater Management System.

AYES: Don Aley; Charles Buzzell; James Derezinski; Marvin Engle; Martin Hulka; Ken Mahoney; I. John Snider; Louis McMurray.

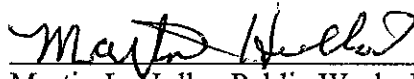
NAYS: None

RESOLUTION DECLARED ADOPTED.



Martin L. Hulka, Public Works Board Secretary

I hereby certify that the following constitutes a true and complete copy of a resolution adopted by the Muskegon County Board of Public Works at a regular meeting held on August 9, 2007, and that public notice of said meeting was given pursuant to and in full compliance with Act No. 267 of the Public Acts of Michigan of 1967.



Martin L. Hulka, Public Works Board Secretary

Commission Meeting Date: July 24, 2007

Date: July 17, 2007
To: Honorable Mayor and City Commissioners
From: Planning & Economic Development
RE: Public Hearing - Request for an Industrial Facilities Exemption Certificate – ADAC Plastics

SUMMARY OF REQUEST:

Pursuant to Public Act 198 of 1974, as amended, ADAC Plastics, 1801 E. Keating Avenue, has requested the issuance of an Industrial Facilities Exemption Certificate for the property located at 1801 E. Keating, Muskegon. The total capital investment is approximately \$500,000 in personal property and \$2,775,000 in real property. This request qualifies ADAC Plastics for a term of twelve (12) years for real property and six (6) years for personal property.

FINANCIAL IMPACT:

The City will capture certain additional property taxes generated by the expansion (see attached Summary Sheet).

BUDGET ACTION REQUIRED:

None

STAFF RECOMMENDATION:

Approval of the attached resolution granting an Industrial Facilities Exemption Certificate for a term of twelve (12) years for real property and six (6) years for personal property. In addition, the City's Affirmative Action Director will be meeting with ADAC staff to discuss their affirmative action plan on Friday, July 20.

COMMITTEE RECOMMENDATION:

None

Resolution No. 2007-62 (a)

MUSKEGON CITY COMMISSION

**RESOLUTION APPROVING APPLICATION FOR ISSUANCE
OF INDUSTRIAL FACILITIES EXEMPTION CERTIFICATE
*ADAC Plastics***

WHEREAS, pursuant to P.A. 198 of 1974 as amended, after duly noticed public hearing held on February 27, 1997, this Commission by resolution established an Industrial Development District as requested by ADAC Plastics, 1801 E. Keating Avenue, Muskegon, Michigan 49441; and

WHEREAS, ADAC Plastics has filed an application for the issuance of an Industrial Facilities Tax Exemption Certificate with respect to a building expansion and new machinery and equipment to be installed within said Industrial Development District; and

WHEREAS, before acting on said application the Muskegon City Commission held a public hearing on July 24, 2007, at the Muskegon City Hall in Muskegon, Michigan at 5:30 p.m. at which hearing the applicant, the assessor and representatives of the affected taxing units were given written notice and were afforded an opportunity to be heard on said application; and

WHEREAS, the installation of machinery and equipment is calculated to and will have the reasonable likelihood to retain, create, or prevent the loss of employment in Muskegon, Michigan; and

WHEREAS, the aggregate SEV of real property exempt from ad valorem taxes within the City of Muskegon, will not exceed 5% of an amount equal to the sum of the SEV of the unit, plus the SEV of personal and real property thus exempted.

NOW, THEREFORE, BE IT RESOLVED by the Muskegon City Commission of the City of Muskegon, Michigan that:

- 1) The Muskegon City Commission finds and determines that the Certificate considered together with the aggregate amount of certificates previously granted and currently in force under Act No. 198 of the Public Act of 1974 as amended and Act No. 255 of the Public Acts of 1978 as amended shall not have the effect of substantially impeding the operation of the City of Muskegon or impairing the financial soundness of a taxing unit which levies ad valorem property taxes in the City of Muskegon.
- 2) The application of ADAC Plastics, for the issuance of an Industrial Facilities Tax Exemption Certificate with respect to the building expansion and installation of new machinery and equipment on the following described parcel of real property situated within the City of Muskegon to wit:

CITY OF MUSKEGON PORT CITY INDUSTRIAL CENTER PART OF LOT 15 DESC AS COM AT NE COR OF SAID LOT FOR POB, TH S 01D 10M 38S W (RECORDED AS S 01D 12M 30S W) ALG E LINE OF SAID LOT A DIST OF 435 FT TH S 86D 57M 07S W A DIST OF 430.32 FT TH N 87D 40M 25S W A DIST OF 532.92 FT TO THE W LINE OF SAID LOT TH N 01D 01M 46S E (RECORDED AS N 01D 03M 06S E) A DIST OF 441.18 FT TO THE N LINE OF SAID LOT, TH S 89D 42M 20S E ALG SAID LINE A DIST OF 963.22 FT TO POB. CONTAINS 9.93 ACRES
- 3) The Industrial Facilities Tax Exemption Certificate is issued and shall be and remain in force and effect for a period of six (6) years on personal property and twelve (12) years on real property.

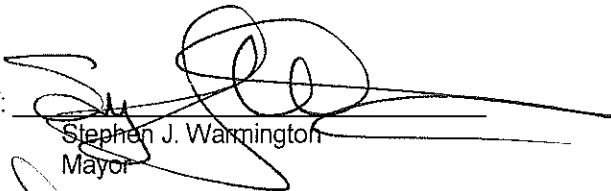
Adopted this 24th Day of June 2007.

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

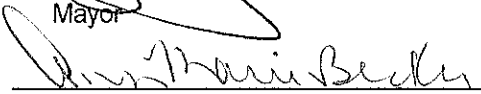
Nays: None

Absent: None

BY:

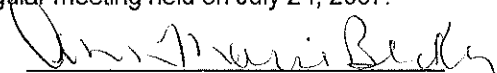

Stephen J. Warmington
Mayor

ATTEST:


Ann Marie Becker, MMC
Clerk

CERTIFICATION

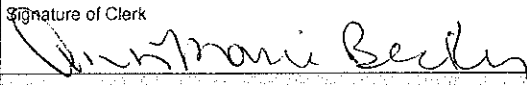
I hereby certify that the foregoing constitutes a true and complete copy of a resolution adopted by the Muskegon City Commission, County of Muskegon, Michigan, at a regular meeting held on July 24, 2007.


Ann Marie Becker, MMC
Clerk

Application for Industrial Facilities Tax Exemption Certificate

Issued under authority of P.A. 198 of 1974, as amended. Filing is mandatory.

INSTRUCTIONS: File the original and two copies of this form and the required attachments (three complete sets) with the clerk of the local government unit. The State Tax Commission (STC) requires two complete sets (one original and one copy). One copy is retained by the clerk. If you have any questions regarding the completion of this form or would like to request an informational packet, call (517) 373-3272.

To be completed by Clerk of Local Government Unit	
Signature of Clerk 	Date received by Local Unit
STC Use Only	
Application Number	Date Received by STC

APPLICANT INFORMATION

All boxes must be completed.

1a. Company Name (Applicant must be the occupant/operator of the facility) ADAC Plastics, Inc / Keating Associates		1b. Standard Industrial Classification (SIC) Code - Sec. 2(10) (Four Digit Code) 3089	
1c. Address of Facility (real property or personal property location) 1801 Keating Ave Muskegon, MI 49442		1d. Name of City/Township/Village (Indicate which) City of Muskegon	1e. County Muskegon
2. Type of Approval Requested ☒ New (Sec. 2(4)) ☐ Transfer (1 copy to only) ☐ Speculative Building (Sec. 3(8)) ☐ Rehabilitation (Sec. 3(1)) ☐ Research and Development (Sec. 2(9))		3a. School District where facility is located Orchard View	3b. School Code 61010
4. Amount of years requested for exemption (1-12 Years) Real 12 years Personal 6 years			

5. Thoroughly describe the project for which exemption is sought: Real Property (Type of Improvements to Land, Building, Size of Addition); Personal Property (Explain New, Used, Transferred from Out-of-State, etc.) and Proposed Use of Facility. (Please attach additional page(s) if more room is needed).

Adding 54,000 square foot addition for Warehouse Distribution and upgrading employee facilities. Also improved safety through enhanced chemical receiving and storage.

6a. Cost of land and building improvements (excluding cost of land) * Attach list of improvements and associated costs. * Also attach a copy of building permit if project has already begun.	\$2,775,000.00 Real Property Costs
6b. Cost of machinery, equipment, furniture and fixtures * Attach itemized listing with month, day and year of beginning of installation plus total costs	\$500,000.00 Personal Property Costs
6c. Total Project Costs	\$3,275,000.00 Total of Real & Personal Costs

7. Indicate the time schedule for start and finish of construction and equipment installation. Projects must be completed within a two year period of the effective date of the certificate unless otherwise approved by the STC.

	Begin Date (M/D/Y)	End Date (M/D/Y)	☒ Owned	☐ Leased
Real Property Improvements	9/1/07	2/1/08	☒	☐
Personal Property Improvements	1/1/08	3/1/08	☒	☐

8. Are State Education Taxes reduced or abated by the Michigan Economic Development Corporation (MEDC)? If yes, applicant must attach a signed MEDC Letter of Commitment to receive this exemption. ☐ Yes ☐ No

9. Number of existing jobs at this facility that will be retained as a result of this project. **5**

10. Number of new jobs at this facility expected to be created within two years of project completion.

11. Rehabilitation applications only: Complete a, b and c of this section. You must attach the assessor's statement of valuation for the entire plant rehabilitation district. The SEV data below must be as of December 31 of the year prior to the rehabilitation.

a. SEV of Real Property (excluding land) _____
b. SEV of Personal Property (excluding inventory) _____
c. Total SEV _____

12a. Check the type of District the facility is located in:

☒ Industrial Development District ☐ Plant Rehabilitation District

12b. Date district was established by local government unit (contact local unit)
2/25/97 City of Muskegon

12c. Is this application for a speculative building (Sec. 3(8))?
☐ Yes ☒ No

APPLICANT CERTIFICATION - complete all boxes.

The undersigned, authorized officer of the company making this application certifies that, to the best of his/her knowledge, no information contained herein or in the attachments hereto is false in any way and that all are truly descriptive of the industrial property for which this application is being submitted.

It is further certified that the undersigned is familiar with the provisions of P.A. 198 of 1974, as amended, being Sections 207.551 to 207.572, inclusive, of the Michigan Compiled Laws; and to the best of his/her knowledge and belief, (s)he has complied or will be able to comply with all of the requirements thereof which are prerequisite to the approval of the application by the local unit of government and the issuance of an Industrial Facilities Exemption Certificate by the State Tax Commission.

13a. Preparer Name William J Powers	13b. Phone Number (616) 957-0520 Ext 511	13c. Fax Number 1 (616) 957-5217	13d. E-mail Address bpowers@adacautomotive.com
14a. Name of Contact Person William J Powers	14b. Phone Number (616) 957-0520 Ext 511	14c. Fax Number 1 (616) 957-5217	14d. E-mail Address bpowers@adacautomotive.com
15a. Name of Company Officer (No Authorized Agents) James M. Teetz			
15b. Signature of Company Officer (No Authorized Agents) <i>J. M. Teetz</i>		15c. Fax Number (616) 957-5217	15d. Date 6/27/07
15e. Mailing Address (Street, City, State, ZIP) 5670 Eagle Drive SE Grand Rapids, MI 49512		15f. Phone Number (616) 975-6143	15g. E-mail Address

LOCAL GOVERNMENT ACTION & CERTIFICATION - complete all boxes.

This section must be completed by the clerk of the local governing unit before submitting application to the State Tax Commission. Check items on file at the Local Unit and those included with the submittal.

16. Action taken by local government unit 6 years personal property ☒ Abatement Approved for 12 Years (1-12) real property After Completion ☐ Yes ☐ No ☐ Denied (Include Resolution Denying)		16b. The State Tax Commission Requires the following documents be filed for an administratively complete application: Check or Indicate N/A if Not Applicable ☒ 1. Original Application plus attachments, and one complete copy ☐ 2. Resolution establishing district ☒ 3. Resolution approving/denying application. ☒ 4. Letter of Agreement (Signed by local unit and applicant) ☒ 5. Affidavit of Fees (Signed by local unit and applicant) ☐ 6. Building Permit for real improvements if project has already begun ☐ 7. Equipment List with dates of beginning of installation ☐ 8. Form 3222 (if applicable) ☐ 9. Speculative building resolution and affidavits (if applicable)	
16a. Documents Required to be on file with the Local Unit Check or Indicate N/A if Not Applicable ☐ 1. Notice to the public prior to hearing establishing a district. ☐ 2. Notice to taxing authorities of opportunity for a hearing. ☐ 3. List of taxing authorities notified for district and application action. ☐ 4. Lease Agreement showing applicants tax liability.			
17. Name of Local Government Body		18. Date of Resolution Approving/Denying this Application	

Attached hereto is an original and one copy of the application and all documents listed in 16b. I also certify that all documents listed in 16a are on file at the local unit for inspection at any time.

19a. Signature of Clerk <i>Ann Marie Becker</i>	19b. Name of Clerk Ann Marie Becker	19c. E-mail Address ann.becker@postman.org
19d. Clerk's Mailing Address (Street, City, State, ZIP Code) 933 Terrace, Muskegon, MI 49440		
19e. Phone Number (231) 724-6705	19f. Fax Number (231) 724-4178	

State Tax Commission Rule Number 57: Complete applications approved by the local unit and received by the State Tax Commission by October 31 each year will be acted upon by December 31. Applications received after October 31 may be acted upon in the following year.

Local Unit: Mail one original and one copy of the completed application and all required attachments to:

State Tax Commission
Michigan Department of Treasury
P.O. Box 30471
Lansing, MI 48909-7971

STC USE ONLY			
LUCI Code	Begin Date	End Date	End Date2

INDUSTRIAL FACILITIES EXEMPTION APPLICATION AFFIDAVIT OF FEES

We do swear and affirm by our signatures below that "no payment of any kind in excess of the fee allowed, by PA Act 198 of 1974, as amended by Public Act 323 of 1996, has been made or promised in exchange for favorable consideration of an exemption certificate application."

City of Muskegon, Michigan

Signed _____
Print Name _____
Title _____
Dated _____

Applicant: ADAC Plastics

Signed 
Print Name PETER HARGREAVES
Title DIRECTOR OF PRODUCTION SYSTEMS
Dated 7/11/2007

**ADAC Automotive
IFT Equipment Listing
Application Dated 8/27/07**

Personal Property:

Racking for Warehouse \$ 500,000.00

Total \$ 500,000.00



City of Muskegon Industrial Facilities Exemption Application Summary Sheet

Project Summary:

ADAC PLASTICS, INC., an existing manufacturing company located at 1801 Keating Avenue, Muskegon, Michigan, is installing new machinery and equipment to expand its present operation. The company is a manufacturer of engineered products, primarily for the automotive industry. Due to the fact that the company is investing \$2,775,000 in real property and \$500,000 in personal property, it is eligible for a 12 year exemption for real property and a nine (9) year exemption for personal property.

Employment Information:

Racial Characteristics:

White	169
Minority	90
Total	259

Gender Characteristics:

Male	94
Female	165
Total	259

Total No. of Anticipated New Jobs: 0

RECEIVED

JUL 13 2007

MUSKEGON
CITY MANAGER'S OFFICE

Investment Information:

Real Property:	\$2,775,000
Personal Property	\$500,000
Total:	\$3,275,000

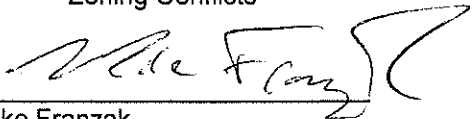
Property Tax Information: (Annual)	<u>All Jurisdictions</u>	<u>City Only</u>
Total New Taxes Generated	\$ 936,496	\$ 181,323
Value of Abatement	\$ 468,248	\$ 90,662
Total New Taxes Collected	\$ 468,248	\$ 90,662

Income Tax Information: (Annual)

Total Additional Income Tax Generated: \$ 0

Company Requirements:

Adopted Affirmative Action Policy	☒ Yes	☐ No
Meeting w/ City Affirmative Action Director	☒ Yes	☐ No
Signed Tax Abatement Contract	☒ Yes	☐ No
Taxes Paid In Full	☒ Yes	☐ No
Zoning Conflicts	☐ Yes	☒ No


Mike Franzak
Planner II


Dwana Thompson
Affirmative Action Director

Commission Meeting Date: July 24, 2007

Date: July 16, 2007
To: Honorable Mayor & City Commission
From: Planning & Economic Development Department *CBC*
RE: Extension of Time Period For Existing Renaissance Zone Parcels

SUMMARY OF REQUEST: Last year, PA 440 (HB 5942) amended the Michigan Renaissance Zone Act (PA 376 of 1996) to allow for the extension of time for one or more portions of existing Renaissance subzones. In order for any extensions to be approved by the State, the local municipality must first grant approval. In addition, the development must be new to the zone and it must be shown that the existing renaissance zone has not experienced significant development. Staff is aware of a few projects that will be seeking Renaissance Zone extensions. Therefore, City Commission is asked to approve the attached Policy for "Extension of Time Period for Existing Renaissance Zone Parcels". Any and all requests for individual extensions will require an Agreement between the property owner/developer and the City, and will be presented to the City Commission for approval.

FINANCIAL IMPACT: None at this time, but approval of the Policy should generate additional development within the Muskegon Renaissance Zones.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: To approve the attached Policy.

COMMITTEE RECOMMENDATION: None.

CITY COMMISSION POLICY

EXTENSION OF TIME PERIOD FOR EXISTING RENAISSANCE ZONE PARCELS (July 24, 2007)

POLICY: The City will establish a program which allows individuals, businesses, developers and business areas to submit proposals for extending the timeline for properties in the City's Renaissance zone for significant new economic development projects. Applications will be accepted to extend the time period for individual parcels for specific economic development projects located within the existing Zones and will be evaluated on the basis of the criteria identified in this policy.

PURPOSE: To provide guidelines for evaluating and approving requests for extension of Renaissance Zone parcels for new development in zones that have not experienced significant development.

GOALS: The City's goals in extending the time period for existing individual Renaissance Zone parcels are:

1. To create jobs;
2. To encourage investment; and
3. To clean up and reutilize vacant and underutilized properties.

BACKGROUND

In 1999, the Cities of Muskegon and Muskegon Heights were jointly designated as a Renaissance Zone. At that time, the City of Muskegon selected two areas of the city as sub-zones. The City of Muskegon Heights designated four sub-zones. These sub-zones are identified as development zones that are virtually tax free for fifteen years. In 2000, the State of Michigan approved legislation, permitting the Muskegon/Muskegon Heights Renaissance Zone to apply to the Michigan Economic Development Corporation to expand existing zones contiguously and designate up to four new sub-zones. In 2002, four new sub-zones were approved by the State for the City of Muskegon. The goal of the program has been to encourage investment and create jobs by reutilizing vacant, contaminated, and underutilized properties in blighted neighborhoods and industrial zones

In 2006, the State of Michigan approved legislation which allows communities to apply to the Michigan Economic Development Corporation to extend the time period for existing Renaissance Zone parcels when a major economic development opportunity is proposed.

PROGRAM

The City will establish a program which allows individuals, businesses, developers and business areas to submit proposals for extending the timeline for properties in the City's Renaissance Zone for significant new economic development projects. Applications will be accepted to extend the time period for individual parcels for specific economic development

projects located within the existing Zones and will be evaluated on the basis of the criteria identified in this policy.

REVIEW PROCESS

Proposal Content: All proposals must demonstrate that the project cannot reasonably be facilitated in the existing Renaissance Zone time frame. They must identify the parcels being proposed for extension of the Zone, the amount of real and personal property tax currently assessed to the site(s), and verify that the property meets at least three of the threshold criteria. Also, proposals should describe the type of use, amount of investment, jobs to be created, and other pertinent information about the project. A pro forma showing the difference in return on investment with and without Renaissance Zone savings must be submitted with the proposal.

The applicant will supply a statement of Renaissance Zone outcomes achieved since inclusion of the property in the zone, which include the number of years that the property has been in the Zone, the total investment in the property and building, the investment in personal property, the employment at the start of the Zone and the current employment at the site. The applicant will provide an estimate of the tax savings, to date, from the Renaissance Zone designation.

Applicants must pay a \$5000 application fee and agree to pay all legal fees associated with the preparation of a Development Agreement.

Review: A proposal must meet a minimum of three of the threshold requirements that will be reviewed by City Staff based on the extent to which the project addresses the evaluating factors cited in this policy.

A review of the capacity, if any, below the modified (see next paragraph) \$500,000 cap of property and income tax revenue the City may forego to support the Renaissance Zone program will be made as each application is reviewed.

INVESTMENT CAP LIMITATION

- The original City Renaissance Zone established an investment cap in 1999 at \$50,000, focusing solely on lost City tax revenue.
- This revised policy maintains the \$50,000 cap, but will evaluate projects on a case-by-case basis to determine whether the project is cap neutral, adds cap capacity or reduces available cap capacity.
- Cap Capacity will be determined by analyzing the annual value of income tax receipts from new jobs created within the City Renaissance Zones. The value will be used to calculate the available cap capacity as follows:

\$50,000	Base Cap Established 1999
<u>(\$8,200)</u>	Existing Cap Capacity Utilized
\$41,800	Existing Cap Capacity (before Income Tax Factor)

<u>\$1,000</u>	Total 1999 Job Value (from new jobs created in Ren. Zone)
\$42,800	Total Remaining Cap Capacity

Where:

Base Cap	=	The Cap of \$50,000 established by City Commission in 1999
Utilized Cap Value	=	The estimated amount of actual property and income tax abated as of January 1999
Existing Cap Capacity	=	The difference between the Base Cap and the Utilized Cap Value
Job Value	=	The total number of jobs created by all projects in the City's Renaissance Zone multiplied by an estimated income tax value of \$300 per job
Remaining Cap Capacity	=	Amount of City public revenue remaining to be invested in Renaissance Program

- A project's cap capacity impact will be determined by calculating the difference between property tax loss and income tax to be generated by the proposal. Projects may be neutral, may add cap capacity or may reduce cap capacity.

DEVELOPMENT AGREEMENT

Successful applicants will be required to enter into a development agreement with the City committing to the investment and/or job creation it has proposed and posting a performance bond or other guarantee of performance acceptable to the City. The City Commission will make a determination as to the number years each new or expanded area will be designated as a zone on a case-by-case basis and in compliance with State law. In no case will the designation be for more than fifteen years from the date of application to the Board of the Michigan Strategic Fund.

THRESHOLD CRITERIA

Must meet "a" or "b" of the following criteria plus two others to be considered for a Renaissance Zone Extension.

- Project will be a catalyst for a major development or for multiple redevelopment opportunities in the City.
- Project will add significant new City income tax from the creation of jobs new to Muskegon within three years of project completion. This income tax is to offset the loss of property taxes which are abated under the Renaissance Zone expansion.
- Property has been vacant or fifty percent of building(s) unoccupied, for at least one year.
- Project investment will be significant on a square foot basis.

- e. Property is a contaminated site or functionally obsolete, as defined by current Michigan law.
- f. Project shows other evidence of under-utilization or disinvestment.

EVALUATION FACTORS

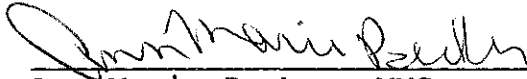
Proposals for extending existing Zone areas which meet the appropriate threshold criteria will be considered based on the extent to which a project addresses the following evaluation factors:

- a. The amount of income tax to be generated by new jobs relative to the amount of local City taxes abated.
- b. The amount of investment in buildings and equipment.
- c. The project allows a business to expand in the City, retains a significant number of jobs in the City, and/or will add jobs.
- d. The project includes other investment in neighborhood revitalization or public infrastructure improvements or utilizes other public and private financing tools to maximize redevelopment benefits.
- e. In the case of residential property, the extent to which the project will work to deconcentrate poverty, create mixed use redevelopment or develop downtown housing.
- f. The amount of tax loss for the project does not exceed the amount the City Commission identifies for support of Renaissance Zones.
- g. The extent to which designation may adversely affect DDA or other City financial obligations.
- h. The project will enhance an area of the City and/or cause additional investment.
- i. The project is consistent with the City's Master Plan.
- j. Compliance with the following City ordinances and policies:
 - 1. All applicants must be current with all real and personal property taxes.
 - 2. All applicants must not be under written orders for violations of the zoning ordinance.
 - 3. All applicants must have a satisfactory record of compliance with regulations enforced by the City's Environmental Services Department.
- k. History of investment. What is the history of ownership of and investment in the property since it was designated as a Renaissance Zone? What are the reasons that the property is still blighted and underutilized?

OTHER CONDITIONS

The City reserves the right to not award Renaissance Zone status to any or all proposals, nor is it obligated to abate taxes to the limit of capacity available. It may also decide to exceed the cap, if it believes the benefits of a project to the City warrant doing so. Applications must be filed by October 15, 2011, in order that they can be filed with the State by December 31, 2011. New Renaissance Zone designations are subject to approval by the Michigan Economic Development Corporation.

Adopted July 24, 2007


Ann Marie Becker, MMC
City Clerk

CITY COMMISSION MEETING
Tuesday, July 24, 2007

TO: Honorable Mayor and City Commissioners

FROM: Mark Kincaid
Deputy Director of Public Safety

DATE: July 5, 2005

SUBJECT: Request to Purchase Office Furniture

SUMMARY OF REQUEST:

Fire Department staff is requesting approval by the Commission to allow for the procurement of office furniture for the new Central Fire Station. The low bid, which meets all stated specifications, was submitted by Lakeshore Office Furniture, 2615 Temple St. Muskegon, MI 49444. The bid price submitted by Lakeshore is \$6504.20. A bid sheet is attached.

FINANCIAL IMPACT:

Funds for this purchase are provided for in the building fund for the new Central Fire Station.

BUDGET ACTION REQUIRED:

None

STAFF RECOMMENDATIONS:

Approval

City of Muskegon Office Furniture Bids

6-12-07

Lakeshore Office Furniture 2615 Temple St. Muskegon MI 49444	\$6504.20
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Interphase Inc. 3036 Eastern Ave. SE Grand Rapids MI 49508	\$7276.64
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Modern Office Interiors 1354 W. Randall Coopersville MI 49404	\$9312.50
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Kentwood Office Furniture 3063 Breton Rd. SE Grand Rapids MI 49512	\$12,943.18
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