

MUSKEGON COUNTY REGIONAL WATER SYSTEM POLICY BOARD
MICHAEL E. KOBZA HALL OF JUSTICE
990 TERRACE STREET
BOARD OF COMMISSIONERS ROOM, 4TH FLOOR
JULY 17, 2012
2:00 P.M.

A G E N D A

- A. Call To Order.
- B. Roll.
- C. Approval of Minutes.
- D. Items for Consideration:
 - 1. Purchase Property from Northway Lanes.
 - 2. Purchase New Meter Radio Reading Hardware/Software.
 - 3. Water Purchase Agreement.
- E. Information Items:
 - 1. New Meters Set List – June & July 2012.
 - 2. Local Fund Balance Sheet – June & July 2012.
- F. Reports:
 - 1. Water System Update.
- G. Old Business.
- H. New Business.
- I. Audience Participation.
- J. Adjourn.

REQUEST FOR CONSIDERATION
MUSKEGON COUNTY
REGIONAL WATER SYSTEM POLICY BOARD

MUSKEGON COUNTY REGIONAL WATER SYSTEM POLICY BOARD	BUDGETED NON-BUDGETED PARTIALLY BUDGETED	
REQUESTING DEPARTMENT Public Works	COMMITTEE DATE July 17, 2012	REQUESTOR SIGNATURE <i>[Signature]</i>
SUMMARY OF REQUEST (GENERAL DESCRIPTION, FINANCING, OTHER OPERATIONAL IMPACT, POSSIBLE ALTERNATIVES) Approve the minutes of the meeting held May 8, 2012.		
SUGGESTED MOTION (STATE EXACTLY AS IT SHOULD APPEAR IN THE MINUTES) I move to approve the minutes of the meeting held May 8, 2012.		

M I N U T E S

Muskegon County Regional
Water System Policy Board
Board of Commissioners Room
Michael J. Kobza Hall of Justice
990 Terrace Street
Muskegon, Michigan
May 8, 2012

CALL TO ORDER

The meeting was called to order by Chairman David Kieft at 2:00 p.m.

ROLL

Members

Present: Kim Arter, Laketon Township
Chris Hall, Dalton Township
Alan Jager, County Commissioner
David Kieft, Muskegon Charter Township
Ken Mahoney, County Commissioner
Scott Plummer, County Commissioner
Jan Deur, Fruitland Township

Excused: Sam St. Amour, Fruitland Township

Absent: I. John Snider, County Commissioner

Staff

Present: John Warner, County DPW
Karen Fisher, County DPW

Others

Present: Dave Bossenbroek, Attorney
Mike Thompson, Egelston Township
Dave Smith, City of Muskegon
Jerry Sanders, Muskegon Charter Township
Rod Siegel, Laketon Township

WSPB-12-028 - APPROVAL OF MINUTES

Moved by Jan Deur, seconded by Kim Arter, to approve the minutes of the meeting held April 10, 2012.

Motion carried

Muskegon County Regional
Water System Policy Board
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WSPB-12-029 - PROCUREMENT OF EASEMENTS

Moved by Ken Mahoney, seconded by Scott Plummer, to direct Counsel Dave Bossenbroek to work with staff and property owners to procure easements for underground cabling from public rights-of-way to the Evanston Avenue elevated water storage tank.

Roll call: Ayes - Arter; Hall; Jager; Kieft; Mahoney; Plummer;
Deur.

Nays - None.

Motion carried

WSPB-12-030 - INFORMATION ITEMS

Moved by Kim Arter, seconded by Jan Deur, that the following information items be received and placed on file:

1. Regional Water System Payables.
2. New Meters Set List.
3. Local Fund Balance Sheet.

Motion carried

WSPB-12-031 - REPORTS - WATER SYSTEM UPDATE

The Water System Update was distributed for information.

WSPB-12-032 - OLD BUSINESS

There was no old business.

WSPB-12-033 - NEW BUSINESS

There was no new business.

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Water System Policy Board
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WSPB-12-034 - AUDIENCE PARTICIPATION

There was no audience participation.

WSPB-12-035 - ADJOURN


Moved by Ken Mahoney, seconded by Scott Plummer, to adjourn the meeting at 2:14 p.m.

Motion carried

David A. Kieft, Jr., Chairman

kf

REQUEST FOR CONSIDERATION
MUSKEGON COUNTY
REGIONAL WATER SYSTEM POLICY BOARD

MUSKEGON COUNTY REGIONAL WATER SYSTEM POLICY BOARD		BUDGETED NON-BUDGETED PARTIALLY BUDGETED <p style="text-align: center;">X</p>
REQUESTING DEPARTMENT Public Works	COMMITTEE DATE July 17, 2012	REQUESTOR SIGNATURE 
SUMMARY OF REQUEST (GENERAL DESCRIPTION, FINANCING, OTHER OPERATIONAL IMPACT, POSSIBLE ALTERNATIVES)		
<p>For several years, we have been working with the owners of Northway Lanes to obtain a parcel of property 30' x 120' adjacent to the Evanston elevated water storage tank parcel. The property is needed to allow for access to the valve building, staging and storage during tank work and a place to store snow in winter. This also cleans up an easement which did not allow for the utilities installed within it. It has taken several years as there were clouds on the title which had to be cleared up on Northway's end. The property has been appraised at \$9,000 and that is acceptable to Northway so that is what we are proposing to pay. We would also pay closing fees. Costs for the property will be paid from the water system fund 5910.</p>		
SUGGESTED MOTION (STATE EXACTLY AS IT SHOULD APPEAR IN THE MINUTES)		
<p>I move to approve the purchase of a 30' x 120' parcel of property from Northway Lanes (Marshall, Inc.) for the sum of \$9,000 plus closing fees with funds coming from the Regional Water System fund 5910.</p>		

PURCHASE AGREEMENT

This agreement dated this ____ day of _____, 2012, between MARSHULL, INC., a Michigan corporation, of 1751 Evanston, Muskegon, Michigan 49442, ("Seller") and the COUNTY OF MUSKEGON BOARD OF PUBLIC WORKS, whose address is 990 Terrace Street, Muskegon, MI 49442 ("Buyer"), for the transfer of the vacant parcel totaling approximately 30 feet by 120 feet with an existing easement for ingress, egress and utilities as described and shown on the attached Exhibit A in Muskegon County, Michigan (the "Premises"), on the terms and conditions set forth below.

1. **Conveyance.** At the closing, Seller agrees to convey the Premises to Buyer by quit claim deed. No division rights under Section 108 of the Land Division Act, 1967 P.A. 288, as amended, shall be included in such conveyance, and Buyer is responsible for obtaining any necessary governmental approvals required under such Act. Seller shall also furnish to Buyer a quit claim deed which conveys to Buyer any and all interest in the Premises held by Michael P. Jacobs and Bradley A. Jacobs.

2. **Purchase price.** The purchase price for the Premises shall be Nine Thousand and 00/100 Dollars (\$9,000.00), payable in certified funds at the closing. The purchase price is intended to be net to Seller, such that all closing costs for this transaction shall be paid by Buyer.

3. **Title insurance.** Buyer may obtain a standard title insurance policy for the Premises at Buyer's sole cost and expense.

4. **Survey.** Buyer has commissioned a survey of the Premises, showing the boundaries thereof, and it is attached as Exhibit A.

5. **Inspections.** Buyer has inspected the Premises and agrees that Buyer shall rely on Buyer's own inspection or the inspections of Buyer's agents regarding the condition of the Premises and that Buyer has not and will not rely on any statements of Seller. The Premises are accepted by Buyer "as is" and "with all faults."

6. **Taxes and assessments.** All real property taxes and special assessments first billed in 2012 and in subsequent years shall be the sole responsibility of the Buyer.

7. **Closing.** The closing of the Premises shall be held on or before _____, 2012. The closing shall be held at _____. At the closing, Seller shall sign and deliver to Buyer a quit claim deed for the Premises. Buyer shall pay the real estate transfer taxes, any closing agent fees, and the recording fees. Each party shall sign a closing statement memorializing the transaction and other customary documents prepared by the closing agent for the closing of the transaction.

8. **Real estate brokers.** The parties agree and represent to one another that no real estate brokers are involved in this transaction. Each party agrees to indemnify the other against the claims of any brokers and salespeople who allege that they represented a party or are entitled to a commission or fee as a result of the transaction.

9. **Possession.** Seller shall deliver possession of the Premises to Buyer at the time of closing. The Premises shall be delivered to Buyer in the same condition that they are in on the effective date of this agreement, normal wear and tear excepted.

10. **Notices.** All notices required by this agreement shall be sent to the other party in writing. The notices shall be delivered either personally or through first class mail.

11. **Successors and assigns.** This agreement shall be binding on and inure to the benefit of the parties and their respective successors, heirs, assigns, executors,

administrators, and personal representatives.

12. **Time of the essence.** Time is of the essence in the performance of this agreement.

13. **Amendment.** This agreement may not be amended, altered, or modified unless done so in writing by the person against whom enforcement of any waiver, change, modification, or discharge is sought.

14. **Entire agreement.** This agreement contains all of the representations and statements by each party to the other and expresses the entire understanding between the parties with respect to the transactions contemplated. All prior communications concerning the subject matter are merged in and replaced by this agreement.

15. **Jurisdiction and venue.** This agreement shall be subject to and interpreted under the laws of the State of Michigan, and venue for any disputes under this agreement will lie in Muskegon County, Michigan.

16. **Party Representative.** The party representative executing this Agreement warrants that he/she is a duly authorized representative of the party for whom he/she signs and is fully empowered to execute this Agreement and amendments hereto on behalf of the party.

17. **Further Assurances.** Seller agrees to execute any further documentation reasonably required by Buyer to (a) accomplish a probate court proceeding initiated by Buyer to transfer any interest in the Premises which may be held by the estate of Ralph G. Kuris or others; or (b) comply with any requirements imposed by the Land Division Act, 1967 P.A. 288, as amended, regarding the division of the Premises from the parcel of which the Premises currently is a part. Buyer shall be responsible for payment of any costs

or expenses incurred by Seller in complying with this paragraph, including but not limited to Seller's reasonable attorneys' fees, and agrees to indemnify and hold Seller harmless from the same.

18. **Survival.** Paragraphs 6 and 17 shall survive the closing of the transactions contemplated by this Purchase Agreement and shall not be merged into any deed.

19. **Effective date.** This agreement shall be effective as of the date first shown above.

SELLER:
MARSHULL, INC.,
a Michigan corporation

BUYER:
MUSKEGON COUNTY BOARD OF
PUBLIC WORKS

By: _____
Bradley A. Jacobs
Its: President

By: _____
Its: _____

EXHIBIT A

PREMISES

See attached survey by Johnson & Anderson, Inc., dated May 10, 2012, Job No. 16347-00.



Michigan Meter Technology Group, Inc.
 799 East Whitcomb Ave • Madison Heights, Michigan 48071
 248 • 585 • 3700

May 24, 2012

Robert J. Ribbens, Water System Supervisor
 Muskegon County Department of Public Works
 131 East Apple
 Muskegon, Michigan 49442

Reference: Neptune Metering System Upgrade

Dear Mr. Ribbens:

In response to your request we are pleased to provide the following Neptune solution:

1. **New Reading System (reading Neptune, Ramar, & T2)**

a. Neptune DAP Windows CE Handheld system complete	\$5,248.00
b. Neptune DAP CE Handheld Cradle	\$ 567.00
c. Neptune ARB N_Site Mobile Software	\$ 800.00
d. Training and Installation by Michigan Meter (on-Site)	\$1,500.00
e. Ramar reading option	\$ 142.00
TOTAL SYSTEM COST	\$8,592.00
LESS CREDIT FOR EXISTING SYSTEM	(2,000.00)
TOTAL SYSTEM COST	<u>\$6,592.00</u>
2. **3/4"X3/4" Neptune Ecoder)R900i NoLead Integrated Radio Meters**

a. Inside Set Meters complete	\$176.00 each
b. Pit Set Meters complete with short attached antenna	\$206.00 each
c. Pit Set Meters complete with 6' lead remote mount antenna	\$222.00 each
3. **Reference:**

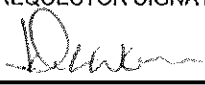
a. Kathy Boyle, City of Manistee	(231) 723-7132
b. Joe Tresick, Clinton Township	(586) 286-9300
c. Tom Svrcsek, City of Swartz Creek	(810) 635-4495
4. **Warranty Information**
 - a. Attached
5. **Any additional items/costs associated with installations for pit application**
 - a. None required, included with Pit Set Meters complete

Thank you for considering Michigan Meter for your metering needs. We look forward to providing you with all your Neptune meter and Ford water service product needs in the future.

Very truly yours,
 Michigan Meter Technology Group, Inc.

James A. Reinhold

**REQUEST FOR CONSIDERATION
MUSKEGON COUNTY
REGIONAL WATER SYSTEM POLICY BOARD**

MUSKEGON COUNTY REGIONAL WATER SYSTEM POLICY BOARD		BUDGETED NON-BUDGETED PARTIALLY BUDGETED	
REQUESTING DEPARTMENT Public Works	COMMITTEE DATE July 17, 2012	REQUESTOR SIGNATURE 	
<p>SUMMARY OF REQUEST (GENERAL DESCRIPTION, FINANCING, OTHER OPERATIONAL IMPACT, POSSIBLE ALTERNATIVES)</p> <p>Attached is a water purchase agreement document which we, along with North Muskegon and Roosevelt Park have been negotiating with the City of Muskegon. This agreement guarantees the County Regional Water System, North Muskegon and Roosevelt Park a good rate to purchase water from the City for the next 40 years in exchange for guaranteeing the City of Muskegon that we will remain customers of theirs. Staff recommends approval of this agreement and recommendation to the Board of Public Works to approve the agreement also.</p>			
<p>SUGGESTED MOTION (STATE EXACTLY AS IT SHOULD APPEAR IN THE MINUTES)</p> <p>I move to approve the water purchase agreement between the County Regional Water System, North Muskegon and Roosevelt Park and the City of Muskegon and recommend approval to the Muskegon County Board of Public Works.</p>			

AGREEMENT FOR MUNICIPAL WATER SUPPLY

This Agreement is effective on March 1, 2012, between the City of Muskegon, 933 Terrace Street, Muskegon, MI ("Muskegon"), the City of North Muskegon, 1502 Ruddiman Dr. North Muskegon, MI ("North Muskegon"), the City of Roosevelt Park, 900 Oakridge Road, Roosevelt Park, MI ("Roosevelt Park") and the County of Muskegon by and through its Board of Public Works, 990 Terrace St. Muskegon, MI ("County"). North Muskegon, Roosevelt Park and County are referred to herein as "Buyers" or collectively as "Buyer".

RECITALS

- A. Muskegon owns and operates a water production and distribution system with a capacity currently capable of serving the present customers of Muskegon's system and the estimated number of water customers to be served by the Buyers pursuant to this agreement.
- B. North Muskegon and Roosevelt Park each own and operate water distribution systems within their respective corporate boundaries. The County, pursuant to a Management Contract authorized by 1957 PA 185, MCL 132.731 *et. seq.*, operates the Muskegon County Regional Water System within the Townships of Dalton, Fruitland, Laketon and Muskegon. The Management Contract provides that the Regional Water System is the exclusive supplier of municipal water within each township.
- C. The Buyers presently have separate contracts with Muskegon for water supply and the Parties now desire to enter into a single agreement for Muskegon to supply water to Buyers at a uniform rate.
- D. The parties enter into this agreement for the mutual benefit of Muskegon and Buyers.

THE PARTIES AGREE AS FOLLOWS:

1. **Supply of Water.** Muskegon shall sell, supply and deliver to Buyers, under positive pressure, such amounts of water as Buyers may require. The water shall be delivered to each Buyer at a master meter or meters used to measure the quantity delivered. The water shall have the same quality as that which Muskegon furnishes and delivers to its own customers and at a minimum meets the applicable purity standards of the State of Michigan, Department of Environmental Quality.
2. **Interruptions.** In the event the supply of water by Muskegon is interrupted for short periods of time, due to circumstances beyond its control, or due to breakdown in

Muskegon's system, such interruption shall not terminate or affect this contract, provided Muskegon exercises all due speed and diligence in eliminating the cause of such interruption, so as to minimize its duration.

3. **Rates For Water Supply.** The water supplied by Muskegon shall be paid for by each Buyer at a rate of 1.25 times the rate Muskegon charges a majority of its own commercial/industrial/residential customers within its corporate limits. The charges for water supply shall be determined using the metered volume of water supplied to each Buyer.

3.1 Muskegon reserves the right to increase its rates to its own customers for water service, and in such event, Buyer's rate shall increase at 1.25 times the increase charged Muskegon's customers.

3.2 Any rate increase shall not be effective, unless otherwise agreed, until Muskegon has given Buyers 90 days written notice thereof.

3.3 In the event any of the master meters fail to register the supply of water due to a breakdown or other failure, the charge for the water supply shall be determined by utilizing the average of the 30 day period prior to the breakdown. In the event the said measure is inaccurate because of a progressive breakdown or other reason, Muskegon reserves the right to use an average derived from a period of up to one year prior to the breakdown, in order to determine the charge for water supplied that meter.

3.4 The current water rate-setting methodology employed by the City of Muskegon does not include a ready-to-serve (RTS) component. Should the City opt to return to a rate format that includes a RTS charge, the Parties may negotiate a new rate multiplier.

3.5 The Parties may renegotiate the rate if Muskegon secures a substantial new municipal water customer (municipality). Muskegon may agree to sell water from its distribution system to any person or entity (including any municipal corporation or authority) outside Muskegon at a lesser rate than that payable hereunder, unless Buyer gives Muskegon written notice of unanimous disapproval within 90 days of receipt of a copy of the proposed agreement. In no event shall Muskegon sell water for less than Muskegon's cost to produce and pump finished water.

4. **Term.** This agreement has a term of Forty Years from the effective date, through _____, 2052. However, this agreement can be renegotiated if a regional water agreement is reached and Muskegon and Buyers agree to participate in same.

5. **Muskegon the Sole Source of Water; No Resale.** Buyers agree that they shall purchase all of their municipal water supply from Muskegon, delivered through master meters to each Buyer. There shall be no purchase of water by Buyers for their municipal systems from any other source, and the water supply furnished by Muskegon shall be solely for consumption within the systems of Buyers. Buyers shall not sell or supply

water to any other governmental unit not a Party to this agreement, except service to government facilities located within Buyer's system. Buyers shall not, however, be prohibited from expansion of their systems to other geographical areas such as Egelston and Moorland Townships, provided Muskegon's facilities can supply the required quantity of water.

6. Obligations of Muskegon.

6.1 Muskegon shall supply water to each Buyer in the quantities required and bill each Buyer for the amount actually metered, which readings will be provided to Buyer and verified upon request.

6.2 Muskegon shall maintain and replace the master meters as required, and shall charge the expense thereof to Buyer in addition to the water charges. Meter replacement shall be done by prior agreement or if meter accuracy is demonstrated to be outside the AWWA standard of +/- 2%. The cost of meter testing and/or calibration shall be shared equally by Muskegon and Buyer.

7. Obligations of Buyers.

7.1 Each Buyer shall pay the water charges set forth above promptly on a schedule to be determined by the Parties.

7.2 Each Buyer shall pay all costs for construction, design and improvement of its own system, meters and facilities such as, but not limited to, underground systems, overhead facilities, system pumps, meters, access and repair devices, all necessary to operate its water system or to increase its pressure over that supplied by Muskegon.

7.3 Each Buyer shall include in each system all necessary devices to prevent back flow of any kind into the water system which might contaminate the water system of either Party.

7.4 Each Buyer shall reimburse Muskegon as appropriate for the repair, maintenance and replacement of the master meters as referred to above.

7.5 Each Buyer shall be responsible for the maintenance, repair, and replacement of its own water system unless otherwise provided for through a separate agreement.

7.6 Each Buyer shall administer its own water customer services including billings, collections, determining its customer rates and passing any ordinances and regulations required to operate its system and comply with this agreement.

7.7 Each Buyer shall save and hold Muskegon harmless from any and all claims, demands or damages arising out of the design, construction or operation of the Buyer's systems, the master meter(s), any connections between the Parties' systems,

including but not limited to all damages, costs, attorney fees, laboratory expenses, fines, penalties, or any other expense arising out of any such claim.

8. **System Master Plan and Reliability.** The Parties understand and agree that the physical and financial health, reliability and growth of the entire system are directly related to that of the individual systems. Periodic reliability studies are also required as a condition of system licensing by the State of Michigan. To that end the Parties commissioned a *Water System Master Plan and Reliability Study* by Black and Veatch Corporation which was submitted to the Parties in March 2011. In addition to a detailed system analysis, the Study makes specific recommendations for system improvements and regional system planning. The Parties agree to jointly discuss and consider implementing the recommendations of the current and future Reliability Studies.

9. **No Third Party Beneficiary.** There shall be no other beneficiary or third party beneficiary to this agreement. No remedy is provided or intended by this agreement for the customers of any Party.

10. **Assignment.** This contract may not be assigned to another entity by any Party without prior written consent.

11. **Entire Agreement.** This Agreement sets forth the entire understanding of the Parties with respect to its subject matter. This Agreement supersedes and/or replaces all prior oral or written Agreements between the Parties, and specifically, on its effective date, this Agreement terminates and replaces the following Agreements and Contracts:

- A. Agreement for Municipal Water Supply effective March 1, 2012, between the City of Muskegon and the City of Roosevelt Park.
- B. Agreement for Municipal Water Supply effective June 26, 2001, between the City of Muskegon and the City of North Muskegon.
- C. Water Purchase Contract effective October 7, 1981, between the City of Muskegon and the County of Muskegon.
- D. Water Purchase Contract effective April 22, 2003, between the City of Muskegon and the Charter Township of Muskegon assigned to the County of Muskegon.

12. **Severability.** In the event any provision of this agreement is determined to be invalid by any court or tribunal having jurisdiction, the balance of the agreement shall remain in full force and effect.

13. **Law Applicable.** This agreement shall be interpreted under Michigan Law.

14. **Notice.** Any notice required to be given or made to a Party must be in writing and will be deemed given when delivered personally or by registered or certified mail (return receipt requested), addressed to the Party at its address stated above. Addresses for giving notice may be changed by giving notice of the new address.

15. **Approvals.** This agreement shall be effective on the date above, but only after approvals given by the governing body of each Party.

New Meters Set

June 2012

Property Location	Customer Name			Installed	TWP	Size	REU
1165 HORTON RD	GERALD OLMAN	RES	LAK	05/17/12	LAK	3/4 I	1.0000
1184 HORTON RD	DENNIS/SUSAN BOYD	RES	LAK	05/15/12	LAK	3/4 I	0.0000
846 WEST GILES	1411 #3 LLC	RES	LAK	05/03/12	LAK	3/4 I	1.0000
3084 WHITEHALL	RESURRECTION LIFE CHURCH	COM	DAL W/S	05/10/12	DAL	1 INC	5.8000
4325 WHITEHALL	WILLIAM WHITE	RES	DAL	05/04/12	DAL	3/4 I	1.0000

New Meters Set

Property Location	Customer Name			Installed	TWP	Size	REU
2534 CHESTNUT TR	MAISD	RES	W AND S	05/22/12	MUS	3/4	1.0000
2088 DEBAKER	GERALD SPRAGUE	RES	W AND S	05/21/12	MUS	3/4	1.0000
1461 WALKER	JACKIE LANE	RES	W AND S	05/11/12	MUS	3/4	1.0000

LOCAL FUND BALANCE SHEET
as of May 31, 2012

	YTD .05 PER UNIT OF WATER	YTD REU REIMBURSEMENT	CURRENT ACCOUNT BALANCE
DALTON TWP	\$ 163.54	\$ 200.00	\$ 5,615.61
FRUITLAND TWP	\$ 53.23	\$ -	\$ 2,794.28
LAKETON TWP	\$ 1,143.27	\$ 300.00	\$ 28,150.73
MUSKEGON TWP	\$ 6,994.61	\$ 1,123.00	\$ 7,185.17

MUSKEGON COUNTY

M I C H I G A N

BOARD OF PUBLIC WORKS

Marvin R. Engle
Chair, District 5

Scott Plummer
Vice Chair, District 7

David S. Fisher
Secretary
Drain Commissioner

Lewis J. Collins
District 6

Benjamin E. Cross
District 10

James J. Derezinski
District 4

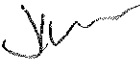
Alan Jager
District 2

I. John Snider II
District 3

Rillastine R. Wilkins
District 9

MEMORANDUM

TO: Chairman Kieft & Regional Water System Policy Board Members

FROM: John K. Warner, Director of Public Works 

RE: Water System Update

DATE: July 13, 2012

Regional Water System

Operation of both the Northside and Eastside Water Systems is going well. No problems in May to report.

The elevated water storage tank at Michigan's Adventure had it's annual inspection of the cathodic protection system in June.

The painting contractor returned to the Evanston Avenue elevated water storage tank and completed the punch list work so the project is finally complete

JKW:kf