

CITY OF MUSKEGON

CITY COMMISSION MEETING

AUGUST 26, 2003

CITY COMMISSION CHAMBERS @ 5:30 P.M.

AGENDA

- ❑ CALL TO ORDER:
- ❑ PRAYER:
- ❑ PLEDGE OF ALLEGIANCE:
- ❑ ROLL CALL:
- ❑ HONORS AND AWARDS:
- ❑ PRESENTATIONS:
- ❑ CONSENT AGENDA:
 - a. Approval of Minutes. CITY CLERK
 - b. Rezoning Request for Property Located at 1996 W. Sherman Blvd.
PLANNING & ECONOMIC DEVELOPMENT
 - c. Professional Services Agreement with Muskegon Charter Township.
INSPECTION SERVICES
 - d. Approval of Contractor for New Construction Home at 1938 Hoyt.
COMMUNITY & NEIGHBORHOOD SERVICES
 - e. Local Law Enforcement Block Grant - Joint Spending Agreement.
CITY MANAGER
 - f. Consideration of Bids - Robert Street Tank Painting. ENGINEERING
 - g. DVD-RAM Disks. PUBLIC WORKS
 - h. Plow Truck Purchase. PUBLIC WORKS
 - i. Budgeted Vehicle Replacement. PUBLIC WORKS
- ❑ PUBLIC HEARINGS:
 - a. Review 2002-2003 Consolidated Annual Performance Evaluation Report (CAPER). COMMUNITY & NEIGHBORHOOD SERVICES
- ❑ COMMUNICATIONS:
- ❑ CITY MANAGER'S REPORT:
- ❑ UNFINISHED BUSINESS:
- ❑ NEW BUSINESS:

- a. Temporary License Agreement for Communications Connection – Edison Landing. PLANNING & ECONOMIC DEVELOPMENT
- b. Change Order to Pave Woodlawn Ct. ENGINEERING
- c. Concurrence With the Housing Board of Appeals Notice and Order to Demolish the Following:
 - 1. 1087 W. Grand, Area 12 – Update (was tabled for 90 days)
 - 2. 1726 Pine, Area 11 (Garage only)
 - 3. 419 W. Muskegon, Area 10 (Garage only)
 - 4. 589 W. Muskegon, Area 10 (Garage only)
 - 5. 688 W. Dale, Area 12

❑ **ANY OTHER BUSINESS:**

❑ **PUBLIC PARTICIPATION:**

❑ **CLOSED SESSION:** To discuss pending litigation.

- *Reminder: Individuals who would like to address the City Commission shall do the following:*
- Fill out the Request to Speak form
- Give form to the City Clerk
- Be recognized by the Chair.
- Step forward to the microphone.
- State name and address.
- Limit of 3 minutes to address the Commission.
- (Speaker representing a group may be allowed 10 minutes if previously registered with City Clerk.)

❑ **ADJOURNMENT:**

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

Date: August 26, 2003
To: Honorable Mayor and City Commissioners
From: Gail A. Kunding, City Clerk
RE: Approval of Minutes

SUMMARY OF REQUEST: To approve the minutes of the Special Meeting that was held on Monday, July 28, 2003; the Commission Worksession that was held on Monday, August 11, 2003; and the Regular Commission Meeting that was held on Tuesday, August 12, 2003.

FINANCIAL IMPACT: None.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: Approval of the minutes.

CITY OF MUSKEGON

CITY COMMISSION MEETING

AUGUST 26, 2003

CITY COMMISSION CHAMBERS @ 5:30 P.M.

MINUTES

The Regular Commission Meeting of the City of Muskegon was held at City Hall, 933 Terrace Street, Muskegon, Michigan at 5:30pm, Tuesday, August 26, 2003.

Mayor Warmington opened the meeting with the reciting of the Pledge of Allegiance to the Flag.

ROLL CALL FOR THE REGULAR COMMISSION MEETING:

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

2003-66 COMMUNICATIONS:

a. Accept Vice Mayor Buie's Resignation.

Motion by Commissioner Schweifler, second by Commissioner Spataro to accept Vice Mayor Buie's resignation.

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

Nays: None

MOTION PASSES

2003-67 CONSENT AGENDA:

a. Approval of Minutes. CITY CLERK

SUMMARY OF REQUEST: To approve the minutes of the Special Meeting that was held on Monday, July 28, 2003; the Commission Worksession that was held on Monday, August 11, 2003; and the Regular Commission Meeting that was held on Tuesday, August 12, 2003.

FINANCIAL IMPACT: None

BUDGET ACTION REQUIRED: None

STAFF RECOMMENDATION: Approval of the minutes.

c. Professional Services Agreement with Muskegon Charter Township. INSPECTION SERVICES

SUMMARY OF REQUEST: This is to request the City Commission approve the Professional Service Agreement between the City of Muskegon and Muskegon Charter Township. The agreement is brought back to you for reconsideration due to

a slight modification to the wording regarding the hold harmless clause. The statement "and except for Acts of "Gross Negligence" was added to the hold harmless clause. This was discussed and approved by both attorneys for the City and Township. It should also be noted that Muskegon Charter Township officials have signed the agreement. This agreement is to allow Inspection Services to conduct the electrical inspections and plan reviews for Muskegon Charter Township on a contractual basis. It is also requested that if approved, the commission authorize the Mayor and City Clerk to sign the agreement.

FINANCIAL IMPACT: None

BUDGET ACTION REQUIRED: None

STAFF RECOMMENDATION: To approve and authorize the Mayor and Clerk to sign the service agreement after it has been approved by Muskegon Charter Township officials.

d. Approval of Contractor for New Construction Home at 1938 Hoyt.
COMMUNITY & NEIGHBORHOOD SERVICES

SUMMARY OF REQUEST: To approve the contract with Bantam Construction of Muskegon for the completion of the construction of a home at 1938 Hoyt for One Hundred Thirteen Thousand and Eleven (\$113,011), which was the lowest bid. The parcel that the home will be built on was obtained by the City of Muskegon through a donation from a resident. The former structure was demolished by CNS and a qualified buyer has already been approved for the purchase of the structure. Continuing the City's aggressive neighborhood revitalization efforts.

FINANCIAL IMPACT: The funding for this project will be taken from the City's HOME funds from fiscal year 2002.

BUDGET ACTION REQUIRED: None

STAFF RECOMMENDATION: To approve the Community and Neighborhood Services selection.

e. Local Law Enforcement Block Grant - Joint Spending Agreement.
CITY MANAGER

SUMMARY OF REQUEST: To approve a joint spending agreement with the County of Muskegon for the City's Local Law Enforcement Block Grant (LLEBG). This is required because the U.S. Department of Justice has determined that disparate funding exists.

FINANCIAL IMPACT:

City of Muskegon \$47,639

Muskegon County \$18,343 (use is for jail security services)

\$65,982

BUDGET ACTION REQUIRED: None

STAFF RECOMMENDATION: To approve the above distribution.

f. Consideration of Bids - Robert Street Tank Painting. ENGINEERING

SUMMARY OF REQUEST: The contract to paint the Robert Street Water Storage Tank to be awarded to L.C. United Painting out of Sterling Heights, MI since they were the

only responsible bidder with a bid price of \$151,000.00.

FINANCIAL IMPACT: The construction cost of \$151,000.00 plus associated engineering costs.

BUDGET ACTION REQUIRED: None

STAFF RECOMMENDATION: Award the contract to L.C. United Painting Company.

g. DVD-RAM Disks. PUBLIC WORKS

SUMMARY OF REQUEST: Approval to purchase 2030 DVD-RAM disks.

FINANCIAL IMPACT: Cost \$13,195.00

BUDGET ACTION REQUIRED: None

STAFF RECOMMENDATION: Approve purchase of 2030 DVD-RAM disks from Kustom Signals.

h. Plow Truck Purchase. PUBLIC WORKS

SUMMARY OF REQUEST: Approval to purchase 2 cab and chassis from Woodland International.

FINANCIAL IMPACT: Total Cost \$100,461.96

BUDGET ACTION REQUIRED: None

STAFF RECOMMENDATION: Approve purchase of budgeted replacements for a total cost of \$100,461.96 from Woodland International.

i. Budgeted Vehicle Replacement. PUBLIC WORKS

SUMMARY OF REQUEST: Approval to purchase one 2004 Ford Explorer.

FINANCIAL IMPACT: Total Cost \$23,159.19

BUDGET ACTION REQUIRED: None

STAFF RECOMMENDATION: Approve purchase of one Ford Explorer from Fremont Ford.

Motion by Commissioner Shepherd, second by Commissioner Schweifler to approve the consent agenda with the exception of item b.

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

Nays: None

MOTION PASSES

2003-68 ITEMS REMOVED FROM CONSENT AGENDA

**b. Rezoning Request for Property Located at 1996 W. Sherman Blvd.
PLANNING & ECONOMIC DEVELOPMENT**

SUMMARY OF REQUEST: Request to rezone property owned by Shermac, Inc., located at 1996 W. Sherman Blvd., from B-1, Limited Business to B-2, Convenience & Comparison Business.

FINANCIAL IMPACT: None

BUDGET ACTION REQUIRED: None

STAFF RECOMMENDATION: Staff recommended denial of the request due to the lack of compliance with the Master Land Use Plan.

COMMITTEE RECOMMENDATION: The Planning Commission recommended approval of the request at their 8/14 meeting. The vote was unanimous with T. Harryman and B. Smith absent.

Motion by Commissioner Spataro, second by Commissioner Schweifler to approve the request to rezone property from B-1, Limited Business to B-2, Convenience & Comparison Business.

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

Nays: Spataro, Gawron

MOTION PASSES (requires second reading)

2003-69 PUBLIC HEARINGS:

a. Review 2002-2003 Consolidated Annual Performance Evaluation Report (CAPER). COMMUNITY & NEIGHBORHOOD SERVICES

SUMMARY OF REQUEST: To conduct a public hearing on August 26, 2003, to review accomplishments and receive comments from the public concerning the 2002-2003 CAPER developed by the Community and Neighborhood Services Department. After the public hearing has been conducted and all the comments have been documented, the CNS office requests that the Commission direct the CNS staff to submit the required documents to HUD in compliance with 24 CFR 91.520, by no later than August 31, 2003.

FINANCIAL IMPACT: The City is required to submit the CAPER report in order to continue receiving CDBG and HOME funding.

BUDGET ACTION REQUIRED: None

STAFF RECOMMENDATION: To direct staff to gather comments from the public and to submit the CAPER to HUD after the public comment period has elapsed.

The Public Hearing opened at 5:50 p.m. to hear and consider any comments from the public. No public comments were heard.

Motion by Commissioner Schweifler, second by Commissioner Spataro to close the Public Hearing at 5:56 p.m. and direct staff to gather comments from the public and submit the CAPER to HUD after the public comment period has elapsed.

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

Nays: None

MOTION PASSES

2003-70 NEW BUSINESS:

a. Temporary License Agreement for Communications Connection – Edison Landing. PLANNING & ECONOMIC DEVELOPMENT

SUMMARY OF REQUEST: The Temporary License Agreement allows GVSU the right to construct a temporary communication connection across property currently owned by the City/LDFA and Lakefront LLC. The connection consists of temporary above

ground poles supporting telecommunications, fiber optic, or other lines necessary to meet the communication requirements of the MEC facility. The permanent communications connection will be built at a later date, and will facilitate communications throughout Edison Landing.

FINANCIAL IMPACT: None

BUDGET ACTION REQUIRED: None

STAFF RECOMMENDATION: To approve the "Temporary License Agreement for Communications Connection" and authorize the Mayor to sign the agreement.

Motion by Commissioner Spataro, second by Commissioner Shepherd to approve the temporary license agreement for communications connection at Edison Landing.

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

Nays: None

MOTION PASSES

b. Change Order to Pave Woodlawn Ct. ENGINEERING

SUMMARY OF REQUEST: Permission to add the paving of Woodlawn Ct. from Beach Street to the north end onto the Davis Street contract via a change order. Davis was awarded to Asphalt Paving for a total additional cost of \$7,054.00. The proposed work includes two courses of asphalt & an asphalt curb. This work is being proposed as a maintenance operation rather than a construction project and therefore would not involve any special assessment. Furthermore, the cost to pave Woodlawn Court will be subtracted from the final project cost on Davis for the purpose of spreading the roll.

FINANCIAL IMPACT: The construction cost of \$7,054.00

BUDGET ACTION REQUIRED: The cost will be from the operation maintenance fund.

STAFF RECOMMENDATION: Authorize the change order.

Motion by Commissioner Gawron, second by Commissioner Spataro to approve adding the paving of Woodlawn Ct. from Beach Street to the north end onto the Davis Street contract via a change order.

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

Nays: None

MOTION PASSES

c. Concurrence With the Housing Board of Appeals Notice and Order to Demolish the Following:

SUMMARY OF REQUEST: This is to request that the City Commission concur with the findings of the Housing Board of Appeals that the structures located at **1087 W. Grand, 1726 Pine, (Garage only), 419 Muskegon (Garage only), 589 W. Muskegon, (Garage only) and 688 W. Dale** are unsafe, substandard, public nuisances and that they be demolished within thirty (30) days. It is further requested that administration be directed to obtain bids for the demolition of the structures and that the Mayor and City Clerk be authorized and directed to execute a contract for demolition with the lowest responsible bidder. Staff has requested that 419 Muskegon be pulled from

this agenda.

1. 419 Muskegon (Garage only)

This item was requested from Staff to be pulled from the Agenda.

2. 1726 Pine – Garage only

CASE# & PROJECT ADDRESS: #03-08, 1726 Pine St., Muskegon, MI

LOCATION AND OWNERSHIP: This structure is located on Pine between Forest & Dale. It is owned by Muriel Lizner.

STAFF CORRESPONDENCE: A dangerous building inspection was conducted on 2/6/03 and Notice and Order to repair or remove was issued 2/18/03. On 4/3/03 the HBA declared the garage substandard and ordered it demolished. There has been no contact with the owner.

OWNER CONTACT: None

FINANCIAL IMPACT: CDBG Funds

BUDGET ACTION REQUIRED: None

STATE EQUALIZED VALUE: \$17,800

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

3. 589 W. Muskegon – Garage only

CASE# & PROJECT ADDRESS: #02-30, 589 W. Muskegon, Muskegon, MI

LOCATION AND OWNERSHIP: This structure is located on Muskegon Avenue between Eighth and Ninth Streets and is owned by Midra Ervin.

STAFF CORRESPONDENCE: A dangerous building inspection was conducted on 7/25/02 and Notice Order to repair or remove was issued 7/30/02. On 9/5/02 the HBA declared the garage substandard and ordered it demolished. The owner sent a letter 9/9/02 stating she wants to repair the garage, but does not have the finances. She was given the phone number for CNS, but they do not repair garages.

OWNER CONTACT: Letter dated 9/9/02

FINANCIAL IMPACT: CDBG Funds

BUDGET ACTION REQUIRED: None

STATE EQUALIZED VALUE: \$18,800

ESTIMATED COST TO REPAIR: \$4,000 (Garage only)

STAFF RECOMMENDATION: To concur with the Housing Board of Appeals decision to demolish 1726 Pine (Garage only) and 589 W. Muskegon (Garage only).

Motion by Commissioner Spataro, second by Commissioner Shepherd to concur with the Housing Board of Appeals notice and order to demolish 1726 Pine – garage only, and 589 W. Muskegon – garage only.

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

Nays: None

MOTION PASSES

4. 688 W. Dale

CASE # & PROJECT ADDRESS: #03-17, 688 W. Dale, Muskegon, MI

LOCATION AND OWNERSHIP: This structure is located on W. Dale between Beidler and Glade Streets. It is now owned by Midfirst Bank.

STAFF CORRESPONDENCE: This structure was written as a dangerous building after notice from the housing inspector of conditions not being taken care of on 3/17/03. The owner abandoned the property and it is now back to the bank. There has not been an interior inspection. The Notice and Order to repair or demolish was issued 3/31/03 and the HBA declared the property on 7/3/03.

OWNER CONTACT: There has been contact from the bank and the HUD property managers. They have had an appraiser do an interior inspection and his estimate for repairs was \$37,000.

FINANCIAL IMPACT: General Funds

BUDGET ACTION REQUIRED: None

STATE EQUALIZED VALUE: \$23,800

ESTIMATED COST TO REPAIR: \$30,000 (HUD appraisal \$37,000 to repair)

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

Motion by Commissioner Spataro, second by Commissioner Gawron to concur with the Housing Board of Appeals notice and order to demolish 688 W. Dale.

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

Nays: None

MOTION PASSED

5. 1087 W. Grand

CASE# & PROJECT ADDRESS: #00-56, 1087 W. Grand, Muskegon, MI

LOCATION AND OWNERSHIP: This structure is located on W. Grand between Barclay and Franklin. It is owned by Brenda and Larry Davis.

STAFF CORRESPONDENCE: A dangerous building inspection was conducted on 7/20/00 because of a fire. In October 2000 the HBA tabled the case for 60 days and the case was again tabled in January 2001. The owners have had problems with their contractors and have filed a formal complaint to the state. There have been numerous progress inspections and all permits have been pulled. The case was again brought before the HBA in February 2003 and tabled 4 months before forwarding to commission. On 7/8/03 the City Commission tabled the case for 90 days with monthly progress inspections scheduled. This is an update since the progress inspection on 8/1/03.

OWNER CONTACT: There has been much contact between the owners, contractors and inspection staff and director.

FINANCIAL IMPACT: General Funds

BUDGET ACTION REQUIRED: None

STATE EQUALIZED VALUE: \$26,600

ESTIMATED COST TO REPAIR: \$30,000

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

Up-date was given by Bob Grabinski, Director of Inspections. This will be put on the October 14, 2003, agenda.

d. Easement to Consumer Energy Along Existing Terrace St. (Terrace Plaza). ENGINEERING

SUMMARY OF REQUEST: Consumer Energy is requesting an easement along the easterly line of the revised R-O-W line of Terrace Street from Morris to Shoreline Dr. The easement is needed to extend the necessary power lines to the Edison Landing project in general and to the GVSU building in particular. The proposed power facilities within this easement consist of Ariel lines and poles.

FINANCIAL IMPACT: None

BUDGET ACTION REQUIRED: None

STAFF RECOMMENDATION: Grant easement with the condition that it will be vacated when the lines are no longer present within.

Motion by Commissioner Spataro, second by Commissioner Larson to approve the easement to Consumer Energy along the existing Terrace Street with the condition that it will be vacated when the lines are no longer present within.

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

Nays: None

MOTION PASSES

2003-71 ANY OTHER BUSINESS:

b. Sister City Visit August 29, 2003. MAYOR

On Thursday, August 28th, Sister City will be coming into Muskegon around 4:00 p.m. and will be here through Monday.

c. Appoint Vice Mayor.

Motion by Commissioner Larson, second by Commissioner Shepherd to appoint Robert Schweifler as Vice Mayor until the end of the year or the reorganizational meeting in January.

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

Nays: None

MOTION PASSES

2003-72 CLOSED SESSION: To discuss pending litigation.

Motion by Vice Mayor Schweifler, second by Commissioner Gawron to go into Closed Session at 6:56 p.m.

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

Nays: None

MOTION PASSES

Motion by Commissioner Shepherd, second by Commissioner Larson to go back into Open Session at 8:04 p.m.

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

Nays: None

MOTION PASSES

Motion by Commissioner Larson, second by Commissioner Spataro to follow the City Attorney's recommendation.

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

Nays: None

MOTION PASSES

The Regular Commission Meeting for the City of Muskegon was adjourned at 8:07PM.

Respectfully submitted,

A handwritten signature in blue ink that reads "Gail Kunding". The signature is written in a cursive, flowing style.

Gail Kunding, MMC

August 22, 2003

**To The Honorable Mayor Steve Warmington
City Commissioners
City Manager**

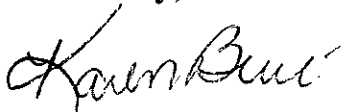
Dear Colleagues:

It is with a great mixture of emotions, that I tender my resignation from the Muskegon City Commission, effective August 22, 2003. I have been appointed by the Muskegon County Circuit Court Judges to the position of Muskegon County Clerk. Therefore, I can no longer serve as an elected official for the City of Muskegon.

I have enjoyed serving the citizens, working with city staff and the entire City Commission. I have gained life-long relationships; lives changing experiences and have broadened my knowledge basis, which has enhanced my life tremendously. I will always continue in my quest to better serve the citizens of this great community, by helping to provide a better quality of life through good stewardship.

I will truly miss you all. May God continue to bless and keep each and every one of you!

Sincerely,

A handwritten signature in cursive script, appearing to read "Karen Buie".

Karen Buie

DATE: August 20, 2003
TO: Honorable Mayor and City Commissioners
FROM: Robert B. Grabinski, Director of Inspection Services
RE: Professional Services Agreement with Muskegon Charter Township

SUMMARY OF REQUEST: This is to request the city commission approve the attached Professional Service Agreement between the City of Muskegon and Muskegon Charter Township. The agreement is brought back to you for reconsideration due to a slight modification to the wording regarding the hold harmless clause. The statement "and except for acts of "Gross Negligence" was added to the hold harmless clause. This was discussed and approved by both attorneys for the city and township. It should also be noted that Muskegon Charter Township officials have signed the agreement. This agreement is to allow Inspection Services to conduct the electrical inspections and plan reviews for Muskegon Charter Township on a contractual basis. It is also requested that if approved, the commission authorize the Mayor and City Clerk to sign the agreement.

STAFF RECOMMENDATION: To approve and authorize the Mayor and Clerk to sign the attached service agreement after it has been approved by Muskegon Charter Township officials.

CITY COMMISSION RECOMMENDATION: The commission will consider this item at its meeting held on Tuesday, August 26, 2003.

2003-67(c)

**City of Muskegon
Professional Services Agreement
Electrical Inspections**

Agreement made and entered into this 19th day of August, 2003 by and between the City of Muskegon, a Home Rule City (hereinafter referred to as "City"), and Muskegon Charter Township, a Municipal Corporation (hereinafter referred to as "Township").

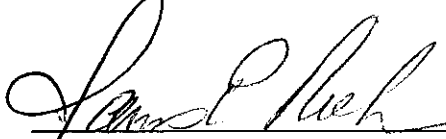
1. It is agreed by the City and the Township that Electrical Inspection Services shall be performed upon Township request under conditions set by the Township.
 - a. The City shall receive 80% of the electrical permit fees collected by the Township.
 - b. The City shall receive \$35.00 per requested complaint inspection of property not related to a permit.
 - c. Scheduling: Upon notification of a request for inspection, the City Inspection Services Department will schedule accordingly.
 - d. Plan Review shall be paid at \$35.00 per hour.
 - e. The Township will compensate the City monthly based on permits issued, other work performed, and an invoice for plan review fees.
2. The City will maintain the certifications of the Electrical Inspector(s) as required by the State of Michigan in accordance with P.A. No. 54.
3. This agreement may be amended upon the mutual consent of both parties.
4. It is understood that the Electrical Inspector(s) is/are employees of the City and not the Township.
5. Liability insurance coverage shall be provided by the Township. To the fullest extent permitted by law, and except for acts of "Gross Negligence", Muskegon Charter Township agrees to defend, pay in behalf of, and hold harmless the City of Muskegon, its elected and appointed officials, employees, and volunteers and others working in behalf of the City of Muskegon against any and all claims, demands,

suits, or loss, including all costs connected therewith, and for any damages which may be asserted, claimed or recovered against or from the City of Muskegon, its elected and appointed officials, employees, volunteers, or others working in behalf of the City of Muskegon by reason of personal injury, including bodily injury and death and/or property damage, including loss of use thereof, which arises out of or is in any way connected or associated with this contract.

6. This agreement may be cancelled, upon written notification, within 30 days by either party for any reason.

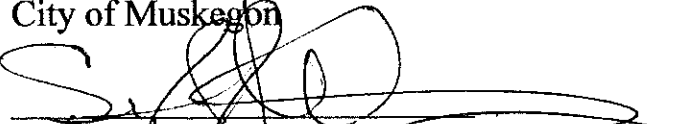
In witness whereof, the parties hereto have signed this Agreement.

WITNESSES:


James Nielsen, Clerk
Muskegon Charter Township


P. Don Aley, Supervisor
Muskegon Charter Township


Gail A. Kunderger, Clerk
City of Muskegon


Stephen Warmington, Mayor
City of Muskegon

STATE OF MICHIGAN
COUNTY OF MUSKEGON

The foregoing instrument was acknowledged before me this ____ day of _____, 2003, by _____

Commission Meeting Date: August 26, 2003

Date: August 19, 2003

To: Honorable Mayor & City Commission

**From: Community and Neighborhood Services
Department**

**RE: Approval of contractor for new construction home
at 1938 Hoyt**

SUMMARY OF REQUEST: To approve the contract with Bantam Construction of Muskegon for the completion of the construction of a home at 1938 Hoyt for **One Hundred Thirteen Thousand and Eleven(\$113,011), which was the lowest bid..** The parcel that the home will be built on was obtained by the City of Muskegon through a donation from a resident . The former structure was demolished by the CNS and a qualified buyer has already been approved for the purchase of the structure. Continuing the City' aggressive neighborhood revitalization efforts.

FINANCIAL IMPACT: The funding for this project will be taken from the City's HOME funds from fiscal year 2002.

BUDGET ACTION REQUIRED: None required

STAFF RECOMMENDATION: To approve the Community and Neighborhood Services selection.

COMMITTEE RECOMMENDATION:

FYI

Date: August 18, 2003
To: Bidding Contractors
From: Wil Griffin, Director
Re: Bid Results for 1938 Hoyt – New Construction

The City of Muskegon received 3 bid proposals for 1938 Hoyt. The results of those are as follows.

A-1 Professional	\$133,980
2600 Miller Ave NW	
Grand Rapids, MI 49544	

Top Notch	\$115,000
4740 Jensen	
Fruitport, MI 49415	

Bantam	\$113,011*
1290 Wood St.	
Muskegon, MI 49442	

The City of Muskegon reserves the right to reject any or all bids.

* Error found in calculations

RESIDENTIAL CONSTRUCTION AGREEMENT

This Residential Construction Agreement is made as of the **2nd day of September, 2003** between **City of Muskegon** (the "Owner") and **Bantam Group, Inc.** ("General Contractor").

BACKGROUND

A. General Contractor and Purchaser agree that General Contractor shall construct a single family residence (the "Residence") for Purchaser pursuant to the Infill Program, according to terms of this Agreement.

THEREFORE, the parties agree as follows:

1. **Building Site.** Owner has signed a binding purchase agreement with Purchaser to give a building site located on the real estate located at **1938 Hoyt (Vacant Land)** and legally described on Exhibit B (the "Property"). Owner has agreed to hire General Contractor to build the Residence on the Property.

2. **The Residence.** General Contractor shall build the Residence in accordance with the plans and specifications, a copy of which is attached as Exhibit C (the "Plans"). Any features of the Residence that are not explicitly described in the Plans shall be determined in the sole discretion of General Contractor. For example, unless specifically set forth on the Plans, the location of all electrical outlets shall be as determined by General Contractor.

3. **Price.** The price for constructing the Residence shall be **\$111,016** ("Price"). **The Price may change in the event Owner and General Contractor and/or Purchaser, agree to change orders, modifications or extras, as defined below, in writing and signed by all the above.**

3.1 The price is based on certain allowances. Allowances are merely estimates of costs for items to be added to the Residence at Purchaser's and Owner's discretion, such as carpeting, light fixtures, window treatments, etc. The allowances used in determining the Price are set forth on Exhibit D. The Price will increase or decrease depending on the actual cost of the items listed as allowances. In the event the actual cost of any allowance exceeds the estimated amount ("Additional Allowance Amount"), Purchaser shall pay the Additional Allowance Amount within 30 days of General Contractor's invoice. No Additional Allowance Amount shall be billed through General Contractor without the express prior written consent of Owner.

4. **Costs Included.** The Price shall include the cost of the building permit and all sales taxes incurred by General Contractor for materials purchased and installed in the Residence, but shall exclude sales tax for those items purchased either by General Contractor or Purchaser as an allowance. The Price shall not include any other costs whatsoever associated with the construction of the Residence, including, but not limited to, utility bills, heating costs, sewer or water hook-up charges, trunkage fees, regional fees, or any other water, sewer or property tax assessments, each of which shall be Purchaser's sole responsibility.

5. **Payment of the Price.** The Price shall be paid in accordance with the following schedule ("Payment Schedule").

General Contractor may request draws from the City of Muskegon ("Finance Department"), which is acting as escrow agent. Draws may be requested no more than once per month. Requests for draws and documentation required will be in a format acceptable Finance, and shall include, at a minimum, lien waivers. The total amount of a draw may never exceed the percentage of completion, less a 10% holdback. The balance owed on the contract, including any holdback, shall be paid upon completion and issuance of a certificate of occupancy.

6. **Modifications/Extras.** No modifications to the Plans ("Modifications") or requests for additional construction ("Extras") shall be binding upon either party, unless the Modifications and/or Extras are set forth on a written change order that is signed by General Contractor, future Purchaser of property ("Purchaser"), and Owner ("Change Order"). The Change Order must provide a detailed description of the Modifications and/or Extras and the cost or credit to be charged. Where a Change Order increases or decreases the Price ("Adjusted Price"), the Adjusted Price shall be paid according to the remaining portion of the Payment Schedule.

7. **Possession.** Purchaser shall be entitled to possession of the Residence upon payment of the Price or Adjusted Price in full. Upon payment in full, General Contractor shall deliver to Purchaser a completed sworn statement and a full unconditional waiver of lien. Payment of the Price or Adjusted Price by Purchaser shall constitute the acceptance of the Residence.

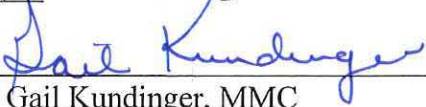
8. **Estimated Completion Date.** General Contractor shall commence construction of the Residence within **30** days from the date the parties sign this agreement **October 2, 2003** ("Commencement Date"). General Contractor shall endeavor to complete the Residence by **January 31, 2004** ("Completion Date"). Provided, that both the Commencement Date and the Completion Date may be extended as a result of circumstances beyond the control of General Contractor, including, but not limited to, delays caused by suppliers or subcontractors, delays for utility hook-ups, Acts of God, labor disputes, governmental inspections, regulations, or permit processes, material back orders, Purchaser's requests for Change Orders, fire, injury or disability to General Contractor or weather.

8. **General Contractor Conditions.** This Agreement is subject to and includes all of the Contractor Conditions attached to this Agreement as Exhibit A.

Owner- City of Muskegon

By: 
Stephen J. Warmington

Its: Mayor

By: 
Gail Kunding, MMC

Its: City Clerk

General Contractor – Bantam Group, Inc

By: 
Michael J. A. Amrhein

Its: Principal

Dated: _____, _____

EXHIBIT A

Contractor CONDITIONS

1. **General Contractor's Warranties.** All building materials used in the construction of the Residence shall be new. General Contractor guarantees its workmanship for a period of one year from the date of final completion. Within that period, General Contractor may replace, at its option, any materials incorporated into the Residence which are defective, provided the manufacturer's warranty is still in full force and effect and, in fact, the manufacturer honors that warranty. To make a claim under this warranty, Purchaser must give General Contractor written notice of any such defect in the workmanship and/or materials promptly upon discovery and not later than expiration of the one year warranty period. This warranty does not apply to workmanship or materials requiring repair or replacement because of normal wear and tear or natural settling. General Contractor shall turn over and transfer to Purchaser all manufacturer's warranties that are delivered directly to General Contractor by the manufacturer. All warranties under this agreement shall transfer upon the date of sale to Buyer as the Purchaser's successor in interest.

2. **Purchaser's Warranties.** Purchaser covenants and warrants that the Property is subject to a binding purchase agreement. Purchaser shall locate the exact location of the Residence on the Property. All corners of Residence shall be clearly marked with surveyor stakes. Purchaser covenants and agrees that such location is in compliance with all applicable federal, state and local rules and regulations, including, but not limited to, building restrictions, set-back requirements, sand dune and wetland laws, and regulations and zoning ordinances. In the event the location of the Residence is moved for any reason, General Contractor expressly reserves the right to increase the Price accordingly to the extent and in such amounts as the new location increases the cost to General Contractor.

3. **License.** General Contractor is a residential General Contractor and a residential maintenance and alteration contractor and is required to be licensed under article 24 of Act 299 of the Public Acts of 1980, as amended, being sections 339.2401 to 399.2412 of the Michigan Compiled Laws. An electrician is required to be licensed under Act No. 217 of the Public Acts of 1956, as amended, being sections 338.881 to 338.892 of the Michigan Compiled Laws. A Plumber is required to be licensed under Act No. 266 of the Public Acts of 1929, as amended being sections 338.901 to 338.917 of the Michigan Compiled Laws. General Contractor is licensed by the State of Michigan as a licensed Michigan Contractor and maintains its license in good standing. General Contractor's License and ID numbers are 2102155592 and 0750153, respectively.

4. **Laws, Ordinances and Regulations.** In connection with the construction of the Residence, General Contractor shall meet and comply with all applicable laws, ordinances, and regulations.

5. **Notice of Commencement.** Purchaser shall deliver a Notice of Commencement in accordance with the Michigan Construction Lien Act within ten days of this Agreement.

6. **Diligent Pursuit.** General Contractor shall diligently pursue its obligations under this Agreement. If Purchaser believes that General Contractor has failed to comply with this paragraph, it shall provide General Contractor not less than 15 days written notice of such non-compliance, a list of Purchaser's specific complaints, and a reasonable time within which General Contractor shall cure any such reasonable complaints. Until Purchaser fully complies with the notice provisions set forth in this paragraph, Purchaser may not replace General Contractor with any other party to complete construction

and may not deduct from the Price any amount paid by Purchaser to complete construction in accordance with the Plans.

7. **Insurance.** Purchaser shall procure and maintain an "all risk" insurance policy and shall name General Contractor as an additional named insured. Purchaser shall provide General Contractor with evidence of such insurance upon request. General Contractor shall maintain a policy of General Contractor's insurance fully insuring the Residence from the date construction commences until the date of substantial completion. Purchaser and their mortgagee may also maintain a policy of insurance upon their interest in the Residence. General Contractor shall also carry public liability insurance with coverage limits not less than \$300,000 single-limit coverage and worker's compensation insurance in an amount not less than the statutory minimum. Such policies shall name Purchaser and their mortgagee as additional named insured. General Contractor shall provide Purchaser with evidence of such insurance upon request. Purchaser and General Contractor waive all rights against each other for damages caused by fire or other perils to the extent covered by insurance provided under this paragraph.

8. **Miscellaneous.**

9.1 **Applicable Law.** This Agreement is executed in, shall be governed by, and construed and interpreted in accordance with the laws of the State of Michigan.

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

9.3 **Full Execution.** This Agreement requires the signature of both parties. Until fully executed on a single copy or in counterparts, this Agreement is of no binding force or effect, and if not fully executed, this Agreement is void.

9.4 **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original as against any party whose signature appears thereon, and all of which together shall constitute one and the same instrument. This Agreement shall become binding upon the parties when one or more counterparts, individually or taken together, shall bear the signatures of all parties.

9.5 **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 the Agreement.

9.6 **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 shall not in any way be impaired or affected.

9.7 **No Discrimination.** Discrimination on the basis of religion, race, creed, color, national origin, age, sex, marital status, or handicapped condition by either party in respect to the construction of the Residence is prohibited.

9.8 **Assignment or Delegation.** Neither General Contractor nor Purchaser may assign all or any part of this Agreement. Provided, that General Contractor may delegate all or any part of its obligations to perform the services under this Agreement, to any persons or entities

that General Contractor, in its sole discretion, deems appropriate, including sub-contractors. Such delegation shall be at the sole expense of General Contractor unless otherwise provided.

9.9 Notices. All required or permitted written notices shall be deemed effective and duly given when: (i) personally delivered; (ii) sent by fax; (iii) one day after depositing in the custody of a nationally recognized receipted overnight delivery service; or (iv) two days after posting in the U.S. first class, registered or certified mail, postage prepaid, to the recipient party at the address as set forth at the outset of this Agreement, or to such other address as the recipient party shall have furnished to the sender in accordance with the requirements for the giving of notice.

9.10 Pronouns. For convenience, Purchaser has been referred to this Agreement sometimes in the singular and at other times in the plural.

Owner- City of Muskegon

By: 
Stephen J. Warmington, Mayor

By: 
Gail Kunding, MMC City Clerk

General Contractor- Bantam Group, Inc.

By: 
Michael J.A. Amrhein

Its: Principal

Dated: _____, _____

EXHIBIT B
Legal Description

The City of Muskegon Terrace Street Addition
N 30 ft Lots 18, & ALL Lot 20 EXC N 20 Ft Blk 3

EXHIBIT C
Plans and Specifications

EXHIBIT D
Allowances

The Price is based on the following allowances:

Light Fixtures	\$ 600.00
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AGENDA ITEM NO. _____

CITY COMMISSION MEETING 8/26/03

TO: Honorable Mayor and City Commissioners

FROM: Bryon L. Mazade, City Manager

DATE: August 19, 2003

RE: Local Law Enforcement Block Grant - Joint Spending Agreement

SUMMARY OF REQUEST:

To approve a joint spending agreement with the County of Muskegon for the City's Local Law Enforcement Block Grant (LLEBG). This is required because the U.S. Department of Justice has determined that disparate funding exists.

FINANCIAL IMPACT:

City of Muskegon	\$47,639
Muskegon County	<u>\$18,343</u> (use is for jail security services)
	<u>\$65,982</u>

BUDGET ACTION REQUIRED:

None.

STAFF RECOMMENDATION:

To approve the above distribution.

COMMITTEE RECOMMENDATION:

None.

Date: August 26, 2003
To: Honorable Mayor and City Commissioners
From: Engineering
RE: Consideration of Bids
Robert Street Tank Painting

SUMMARY OF REQUEST:

The contract to paint the Robert Street Water Storage Tank be awarded to L.C. United Painting out of Sterling Hts., MI since they were the only responsible bidder with a bid price of \$151,000.00

FINANCIAL IMPACT:

The construction cost of \$151,000.00 plus associated engineering costs.

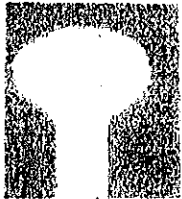
BUDGET ACTION REQUIRED:

None.

STAFF RECOMMENDATION:

Award the contract to L.C. United Painting Company.

COMMITTEE RECOMMENDATION:



DIXON

ENGINEERING AND
INSPECTION SERVICES
FOR THE COATING INDUSTRY

1104 Third Avenue
Lake Odessa, MI 48849
Telephone 1-616-374/3221
Fax 1-616-374/1116

August 20, 2003

Mr. Mohammed Al-Shatel, P.E.
City of Muskegon
933 Terrace St.
Muskegon, MI 49443

Subject: 1,000,000 Gallon Elevated Tank Repainting - Recommendation for Award

Dear Mohammed:

Dixon Engineering has reviewed the bid submitted for exterior repainting of the 1,000,000 gallon Roberts St. elevated tank and recommends award to the low bidder, L. C. United Painting Company, for the amount of \$151,000. Although only one bid was received, it is well below our project estimate of \$200,000. L.C. United is a prequalified contractor with Dixon and has completed many similar projects.

If you have any questions regarding this matter, please contact me at (616) 374-3221, ext. 303.

FOR DIXON ENGINEERING, INC.,

Ken M. Gabin
Ken M. Gabin, P.E.

cc: L.C. United Painting

Members: Steel Structures Painting Council
American Water Works Association
Consulting Engineers Council

PROPOSAL

DIVISION 09870

BIDDER AGREES TO PERFORM ALL THE WORK DESCRIBED IN THE CONTRACT DOCUMENTS, INCLUDING ALL LABOR AND MATERIAL FOR THE FOLLOWING PRICES:

1. EXTERIOR REPAINT
ONE Hundred Eighteen Thousand \$ 118,000.00
2. LETTERING ALTERNATE
FOURteen Thousand Dollars \$ 14,000.00

TOTAL PRICE DIVISION 09870 INCLUDING #1 and #2:

ONE Hundred Thirty Two Thousand \$ 132,000.00
DOLLARS

TOTAL PRICE DIVISIONS 05000 AND 09870:

DIV. 05000 \$ 132,000.00 J.L.
+ DIV. 09870 \$ 19,000.00

TOTAL = \$ 151,000.00 J.L.

BID BOND SHALL BE BASED ON 10% OF THE TOTAL PRICE (DIVISION 05000 AND DIVISION 09870).

THE OWNER RESERVES THE RIGHT TO REJECT ALL BIDS BASED ON THE FINAL SELECTION OF ALTERNATIVES. THE CONTRACTOR IS WARNED NOT TO WEIGHT HIS BID BECAUSE OF THE AMOUNT OF ADJUSTMENT THE OWNER MAY MAKE IN THE SELECTION OF THE FINAL ALTERNATIVES. A WEIGHTED BID MAY RESULT IN THE LOSS OF PROFITS ON THE JOB IF THE CONTRACTOR HAS INCLUDED ALL HIS PROFIT IN ONE ITEM WHICH IS LATER DELETED BY THE OWNER.

Date: 8/15/03
To: Honorable Mayor and City Commission
From: Brett Kraley, Equipment Supervisor DPW
RE: DVD-RAM Disks

SUMMARY OF REQUEST: Approval to purchase 2030 DVD-RAM disks.

FINANCIAL IMPACT: Cost \$13,195.00

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: Approve purchase of 2030 DVD-RAM disks from Kustom Signals

Memorandum

To: Robert Kuhn
From: Brett Kraley
Date: 08/20/03
Re: DVD-RAM Disks

The Police Department has requested that the Equipment Division purchase the disks required to operate the new Digital Eyewitness video systems. There are 58 officers that will be using the new system with each officer requiring 35 disks.

I have requested prices from local stores that handle computer equipment and found that no one sells this type of disk. I did manage to find vendors on the Internet. Attached is a summary of the bids.

In accordance with established purchasing policy, I am requesting permission to purchase 2,030 DVD-RAM disks from Kustom Signals.

DVD-RAM PRICES

	<u>Kustom Signal</u>	<u>Total Media</u>	<u>Comptree</u>
	<u>9325 Pflumm</u>	<u>Online</u>	<u>Online</u>
<u>Type of Purchase</u>	<u>Lenexa, Kansas 66215</u>		
2030 DVD-Rom Discs	\$6.50	\$8.48	\$6.79
Total	\$ 13,195.00	\$ 17,214.40	\$ 13,783.70

Date: 8/19/03
To: Honorable Mayor and City Commission
From: Brett Kraley, Equipment Supervisor DPW
RE: Plow Truck Purchase

SUMMARY OF REQUEST: Approval to purchase 2 cab and chassis from Woodland International.

FINANCIAL IMPACT: Total Cost \$100,461.96

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: Approve purchase of budgeted replacements for a total cost of \$100,461.96 from Woodland International.

Memorandum

To: Robert Kuhn
From: Brett Kraley
Date: 08/20/03
Re: Plow Truck Replacement

The Equipment Division has budgeted for the replacement of two plow trucks for 2003. The trucks that we will be replacing are 1987 and 1988 model year vehicles.

We solicited bids from the top three truck dealers in the weight class that fits our needs. They are Woodland International, Duthler Truck Center, and Dermondy Truck Sales. (See attachment)

We currently have twelve International plow trucks in our fleet and have always received excellent service from Woodland International. Their close proximity to the city yards is also beneficial when we need repair parts or warranty work.

In accordance with established purchasing policy, I am requesting that we purchase two cab & chassis from Woodland International.

[illegible][illegible]

Date: 08/18/03
To: Honorable Mayor and City Commission
From: Brett Kraley, Equipment Supervisor DPW
RE: Budgeted Vehicle Replacement

SUMMARY OF REQUEST: Approval to purchase one 2004 Ford Explorer.

FINANCIAL IMPACT: Total Cost \$23,159.19

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: Approve purchase of one Ford Explorer from Fremont Ford.

Memorandum

To: Robert Kuhn
From: Brett Kraley
Date: 08/20/03
Re: Police Explorer

The Equipment Division has scheduled the replacement of six patrol cars for 2003. The Police Chief has requested that we replace one of the cruisers currently assigned to the command staff with a special service Ford Explorer.

I have requested prices from area dealers as well as the statewide purchasing program. The lowest responsible bidder for this purchase is Fremont Ford. (See attachment)

In accordance with established purchasing policy, I am requesting permission to purchase one Ford Explorer from Fremont Ford.

Equipment Purchase - 2003

[illegible]

Commission Meeting Date: August 26, 2003

*Needs
2nd Reading*

Date: August 15, 2003
To: Honorable Mayor and City Commissioners
From: Planning & Economic Development *EB*
RE: Rezoning request for property located at 1996 W. Sherman Blvd.

SUMMARY OF REQUEST:

Request to rezone property owned by Shermac, Inc., located at 1996 W. Sherman Blvd., from B-1, Limited Business to B-2, Convenience & Comparison Business.

FINANCIAL IMPACT:

None

BUDGET ACTION REQUIRED:

None

STAFF RECOMMENDATION:

Staff recommended denial of the request due to lack of compliance with the Master Land Use Plan.

COMMITTEE RECOMMENDATION:

The Planning Commission recommended approval of the request at their 8/14 meeting. The vote was unanimous with T. Harryman and B. Smith absent.

Commission Meeting Date: August 26, 2003

Date: August 19, 2003

To: Honorable Mayor & City Commission

**From: Community and Neighborhood Services
Department**

**RE: Public Hearing to Review 2002-2003 Consolidated
Annual Performance Evaluation Report (CAPER)**

SUMMARY OF REQUEST: To conduct a public hearing on August 26, 2003 to review accomplishments and receive comments from the public concerning the 2002 – 2003 CAPER developed by the Community and Neighborhood Services department.

After the public hearing has been conducted and all the comments have been documented, the CNS office request that the Commission direct the CNS staff to submit the required documents to HUD in compliance with 24 CFR 91.520, by no later than August 31, 2003.

FINANCIAL IMPACT: The City is required to submit the CAPER report in order to continue receiving CDBG and HOME funding.

BUDGET ACTION REQUIRED: None

STAFF RECOMMENDATION: To direct staff to gather comments from the public and to submit the CAPER to HUD after the public comment period has elapsed.

COMMITTEE RECOMMENDATION: None

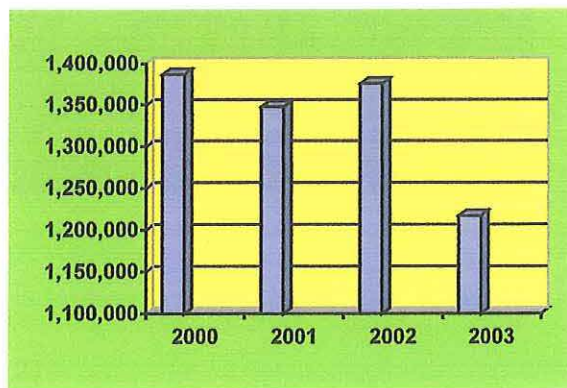
City of Muskegon

CAPERS Three-(3) Year Overview

CDBG Entitlement

2000-2001	-	1,387,000
2001-2002	-	1,348,000
2002-2003	-	1,376,000
2003-2004	-	1,217,000

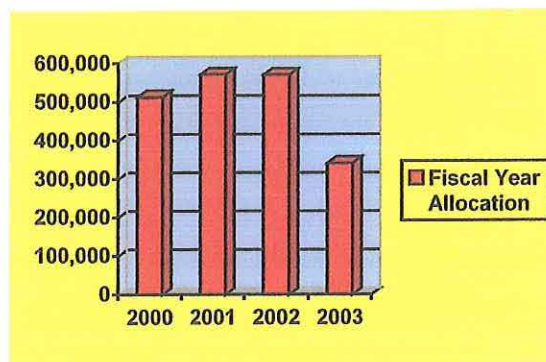
CDBG ENTITLEMENT



HOME Entitlement

2000-2001	-	513,000
2001-2002	-	572,000
2002-2003	-	571,000
2003-2004	-	342,000

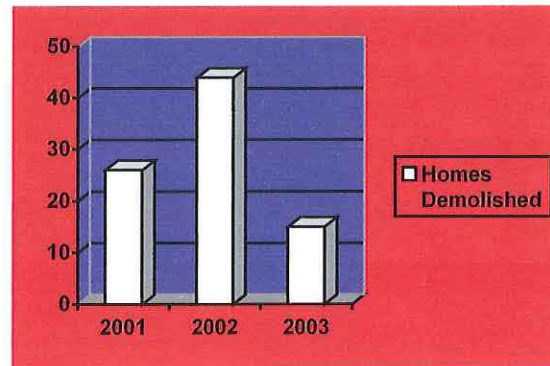
HOME ENTITLEMENT



CDBG Funded Demolitions

2000-2001	-	26
2001-2002	-	44
2002-2003	-	15

DEMOLITIONS



Low / Moderate Percentage Funding

2000-2001	-	70%
2001-2002	-	75.5%
2002-2003	-	82.4%

Public Services Funded

2000-2001	-	5
2001-2002	-	10
2002-2003	-	14

Administration Funding

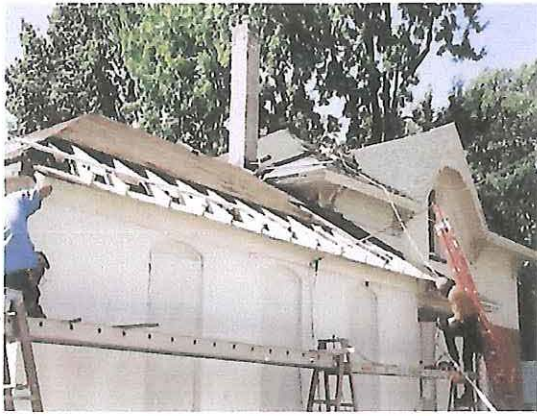
2000-2001	-	11.2%
2001-2002	-	11.2%
2002-2003	-	11.8%

In fiscal year 2002-2003 the U.S. Department of Housing recaptured \$434,000 because of an issue involving the 1998 HOME entitlement.

Minority Female Contractors - \$22,632.23

Local Contracting Spending - \$382,280

Not including allocation to general contractors, subrecipients and CHDO



City of Muskegon 2002-2003



Consolidated Annual Performance Evaluation Report



Submitted HUD
August 31, 2003

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The City of Muskegon completed its 2002 – 2003 fiscal year on May 31, 2003. The 2002 – 2003 fiscal year was the 29th year that the City of Muskegon received Community Development Block Grant funding awarded through the U. S. Department of Housing and Urban Development. The 2002 – 2003 fiscal year was also the third year of the City of Muskegon's activities under the 2000 – 2004 Consolidated Plan which was approved by HUD in June of 2000. The Consolidated Plan is the City's required five year "steering devise" as well as a "measuring stick" to determine how the City of Muskegon is meeting its stated goals and objectives as developed in the Consolidated Plan. The main areas of objectives that were established in the City's Consolidated Plan were housing issues, economic development, neighborhood improvement issues, community health issues and public services facilities upgrading.

2002 – 2003 Performance Report

The intent of the 2002 – 2003 Consolidated Annual Performance Evaluation Report (CAPER) is to illustrate the City of Muskegon's Community and Neighborhood Services department's accomplishments as well as the City's subrecipients and Community Housing Development Organizations (CHDO).

The City of Muskegon's Community and Neighborhood Services department is proud that in partnership with the private sector and the nonprofit community significant progress is being made in the City of Muskegon in housing rehabilitation, new affordable housing, blight elimination, public improvement, social services and general administration improvements.

City of Muskegon Consolidated Plan 2000 – 2004 Strategic Goals and Objectives

1. To work with and to support the City's Community Housing Development Organizations (CHDO's) and other public services in the community to increase homeownership opportunities for low and moderate-income residents.
2. To work with area nonprofit, realtors and builders to increase the availability of low, middle and upper-income housing in the community.
3. To improve the City's aging housing stock through rehabilitation efforts either through the City's Rehabilitation programs, the Infill program or through one of the programs of the local CHDO's.
4. To assist local developers when and where possible with the construction of mixed housing in Muskegon neighborhoods especially those targeted to low/moderate-income neighborhoods with a surplus of vacant land.
5. To work with the Muskegon Housing Commission when economically feasible and logistically possible to improve its overall HUD rating and to eliminate its supply of vacant structures.

Economic Development

1. To work with public service agencies, local educators, employers and others to increase the availability of a local skilled workforce and support efforts to develop training programs.
2. To continue to work to develop the City's Brownfields in order to increase the developable land within the community in the areas of industrial, residential and commercial.
3. Increase the development of the City's lakeshore area in order to increase the tourist appeal of the community.
4. To work with other agencies, organizations and non-profits to increase the number of small businesses in the community, especially small businesses owned by minorities and females.

Neighborhood (Non-Housing)

1. To assist the City's Leisure Services department, local school systems and other local non-profits to increase activities in the community for local youth and families by upgrading current facilities and programs when economically feasible.
2. To work with local enforcement agencies, public services, neighborhood organizations and members of the religious community to improve the quality of life throughout Muskegon neighborhoods especially the low/moderate-income neighborhoods.
3. To work with established organizations, committees and developers to increase the retail opportunities throughout the City of Muskegon with special concentration on the downtown and other low and moderate-income neighborhoods within the City.
4. Work to improve and upgrade city equipment in the area(s) of public safety (i.e., fire, police, public works etc.)
5. Work with the local health community and other neighborhood organizations within the city to improve the overall health of the City of Muskegon residents especially the low-income, elderly and the minority population.

Housing Objectives

- Priority 1. To allocate at least the required amount of HOME funding to area CHDO's to assist low-income residents with down-payment assistance and increase their ability to obtain mortgages.
- Priority 2. By working through the City's Infill project to increase the number of new homes constructed within the targeted areas.
- Priority 3. Rehabilitate owner-occupied and rental structures throughout the community.

Economic Development Objective

- Priority 1. To work collaboratively to increase new employers and availability of skilled workforce.
- Priority 2. Increase developable land in the areas of commercial, industrial and residential.
- Priority 3. Increase number of small businesses.

Neighborhood (Non-Housing) objectives

- Priority 1. Increase Leisure Service activities/facilities.
- Priority 2. Improve quality of life in low/moderate-income neighborhoods.
- Priority 3. Increase neighborhood retail opportunities.
- Priority 4. Improve and upgrade city public safety equipment.
- Priority 5. To continue to work with and when possible supply financial assistance to subrecipients in the health field.

Community Development Block Grant / HOME

During fiscal year 2002-2003, the City received \$1,376,000 in Community Development Block Grant (CDBG) funding from HUD. The City also received \$137,000 in funding under the HOME Ownership Partnership Program plus additional \$220,000 in program income. The total amount of federal funding that the City of Muskegon received through the CDBG AND HOME programs during fiscal year 2002-2003 was:

2002-2003 Community Development Block Grant fund revenue budget:

Entitlement	\$1,376,000
Reprogrammed funds	\$ 139,426
Program Income	<u>\$ 174,899</u>
Total	<u>\$1,569,152</u>

I. Housing Related Activities	\$575,000	36.4%
	Amount Allocated	Percentage
<i>Community and Neighborhood Services</i>	\$445,000	28.4%
	Amount Allocated	Percentage
*Housing Rehabilitation-Emergency Repair	\$175,000	11.0%
*Housing Rehabilitation-Paint/Siding	\$155,000	9.8%
*Housing Rehabilitation-Service Delivery	\$115,000	7.3%
<i>Neighborhood and Construction Services</i>		
	Amount Allocated	Percentage
*Residential Clearance	\$90,000	5.7%
<i>Community and Economic Development</i>		
	Amount Allocated	Percentage
*Code Enforcement	\$ 40,000	2.5%
II. Non Housing (Economic Development)	\$240,000	
	Amount Allocated	Percentage
*Shoreline Drive Bond Repayment	\$245,000	15.6%
III. Public Improvement Projects	\$160,000	10.1%

	Amount Allocated	Percentage
*Public Facilities/Rehab/Lot Cleanup	\$ 20,000	1.2%
*Sidewalk Assessment	\$ 45,000	2.9%
*Street Assessment	\$ 95,000	6.1%
IV. Public Services	\$200,000	12.79%
<i>Leisure Services</i>		
	Amount Allocated	Percentage
*Recreation Programs	\$ 70,000	4.5%
<i>Department of Public Works</i>		
*Senior Transit	\$ 45,000	2.9%
<i>*Community Based Organization</i>		
a. Muskegon Community Health Project	\$ 5,000	0.3%
b. Red Cross	\$ 5,000	0.3%
c. Love, Inc	\$ 5,000	0.3%
d. HealthCare	\$ 5,000	0.3%
e. Volunteer Muskegon	\$ 5,000	0.3%
f. Volunteer Muskegon	\$ 5,000	0.3%
g. West Michigan Veterans	\$ 5,000	0.3%
h. Legal Aid of West Michigan	\$10,000	0.6%
I. Oakview Neighborhood	\$ 3,000	0.2%
J. Higher Achievement Learning Center	\$12,000	0.8%
K. Muskegon Retirement Apartment	\$10,000	0.6%
L. Family Service Center "Dads"	\$10,000	0.6%
V. Administration	\$175,000	11.2%
<i>Community and Neighborhood Services</i>		
*Management & Coordination	\$175,000	11.2%
* High priority item - 13		
** Medium priority item - 0		

Other Federal Funding received by the City of Muskegon during this fiscal year

FEMA Fire Grant	\$ 40,000
WEMET	\$ 34,495
UHP-Distressed Neighborhood	\$ 89,419
Local Law Enforcement Block Grant	\$ 53,914
Weed and Seed (Asset Forfeiture)	\$ 13,548
Bullet Proof Vest Partnership Grant	\$ 11,851
After School Learning Center	\$473,353
Emergency Shelter Grant	\$ 65,000

2002-2003 Proposed CDBG Activity Correlation Analysis

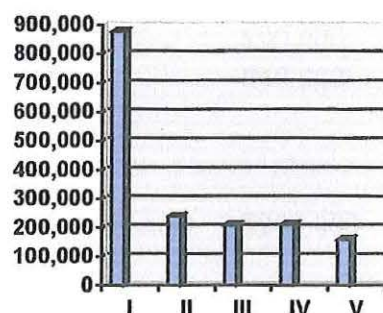
Section 1. Housing – represents the City of Muskegon’s continued efforts to improve its aging housing stock by assisting low/moderate income homeowners and its efforts to improve the communities overall quality of life especially in the City’s low and moderate-income neighborhoods.

Section 2. Non-housing – represents the City of Muskegon’s continuing efforts to improve its infrastructure and promote economic development activities. Section 2 correlates with economic development goal 2 and economic development priority 2.

Section 3. Public Improvements – represents the City of Muskegon’s continued commitment to invest and reinvest in its infrastructure and facilities, which highly meets non-housing goal 4 and non-housing neighborhood priorities 1, 2 and 4.

Section 4. Public Services – represents the City of Muskegon’s firm commitment in supporting community development at the neighborhood level by supporting local non-profits and public services within the community. Section 4 is significantly correlated with neighborhood goals 2 and 5. Section 4 is also significantly equated with neighborhood objective priorities and neighborhood priority 5.

Section 5. Administration is highly equated with all goals and objectives associated with the administrative activities within the 2000-2004 Consolidated Plan.



IV. Community and Neighborhood Services/Engineering

	Budget	Spent	Percentage Spent
Street Assessment	\$70,000	\$71,298	1.02% <i>.66 75</i>
Sidewalk Assessment	\$95,000	\$29,989	0.31% <i>66</i>

V. Leisure Services

Recreation Program	\$70,000	\$75,000	1.00%
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VI. Department Public Works / Economic Development

Senior Citizen Transit	\$ 45,000	\$ 45,000	1.00%
*Pubic Lot Cleanup	\$ 75,000	\$ 75,000	1.00%

VII. Community Based Organizations

a. Muskegon Community Health Project	\$ 5,000	\$ 5,000	1.00%
b. Red Cross Senior Transportation	\$ 5,000	\$ 5,000	1.00%
c. West Michigan Veterans	\$ 5,000	\$ 2,360	41%
d. HealthCare Project	\$ 6,453	\$ 6,069	94%
e. Volunteer Muskegon (Mapping)	\$ 5,000	\$ 3,332	66%
f. Volunteer Muskegon (KKIS)	\$ 5,000	\$ 2,616	52%
g. Oakview Neighborhood	\$ 3,000	\$ 3,000	1.00%
h. Legal Aid of West Michigan	\$10,000	\$ 7,500	75%
I. Higher Achievement learning Center	\$12,000	\$ 9,000	75%
J. Muskegon Retirement Apartment	\$10,000	\$ 9,815	98%
K. Family Service Center "Dads"	\$10,000	\$ 7,000	70%
L. Child Abuse Council	\$ 5,000	\$ 2,047	41%

* increase to \$75,000 after fiscal year had started

2002-2003 Subrecipient Activity

During fiscal year 2002-2003, the City of Muskegon awarded \$35,000 in CDBG funds to eight area non-profits.

1. Muskegon Health Care Project - \$5,000.
Activity: Health screening and preventive advocacy.

Number served	<i>789 1761</i>
Low Income	1761
Female Head of Household	618
Over 62	1055
White	371

Black	1066
Hispanic	31
Other	293

2. Muskegon Community Health Project - "Miles of Smiles" - \$5,000.
Activity: Supplied mobile dental unit to assist low-income youngsters with dental services.

Number Served	224
Extremely Low	224
Female Head of Household	32
White	73
Black	94
Hispanic	47
Asian	4
American Indian	6

4. American Red Cross – Senior Transportation - \$5,000
Activity: To provide transportation for area seniors to health related facilities.

Number Served	214
Extremely Low Income	88
Very Low Income	79
Low Income	20
Female Head of Household	164
Senior Citizen (over 62)	193
White	137
Black	70
Hispanic	6
Native American	3

5. Oakview Neighborhood Association - \$3,000.
Activity: Repairing of roof at the neighborhood center.

Number Served	523
Extremely Low Income	210
Very Low Income	130
Low Income	183
Female Head of Household	123
Senior Citizen (over 62)	193
White	180
Black	36
Hispanic	76
Native American	38
Undocumented	

6. West Michigan Veterans Inc. - \$5,000.
Activity: To offer a food bank to low-income Veterans and their families and transportation assistance to health facilities for Veterans and family members.

Number Served	541
Extremely Low Income	30
Very Low Income	124
Low Income	385
Senior Citizens (over 62)	64
Female Head of Household	26

7. Volunteer Muskegon – “Keep Kids in School” - \$5,000
Activity: Grassroots volunteer program to stop truancy.

Number Served	44
Low Income	32
Very Low Income	12
Extremely Low Income	0
Female Head of Household	34
Senior Citizens (over 62)	0
White	12
Black	18
Hispanic	14

8. Volunteer Muskegon – Youth Volunteer Corps - \$5,000
Activity: Youth volunteers used to do asset mapping in city neighborhoods.

Number Served	72
Extremely Low Income	10
Very Low Income	24
Low Income	38
Female Headed Household	16
Senior Citizen (over 62)	0
White	43
Black	24
Hispanic	5

9. Child Abuse Center – \$5,000

Number Served	69
Extremely Low Income	27
Very Low Income	23
Low Income	18
Female Headed Household	41
Senior Citizen (over 62)	0

	White	55
	Black	11
	Hispanic	0
	Biracial	3
10.	Higher Learning Achievement Center – \$12,000	
	Number Served	12
	Extremely Low Income	7
	Very Low Income	3
	Low Income	2
	Female Headed Household	12
	Senior Citizen (over 62)	0
	White	1
	Black	4
	Hispanic	0
	Other	7
11.	Muskegon Retirement Apartment – \$10,000	
	Number Served	156
	White	143
	Black	5
	Hispanic	3
	Female Head of Household	95
	Over 62	143
	Low Income	0
	Very Low Income	6
	Extremely Low Income	137
12.	Family Service Center ‘Dads’ Program – \$10,000	
	Number Served	142
	White	15
	Black	123
	Hispanic	4
	Female Head of Household	0
	Over 62	1
	Low Income	14
	Very Low Income	18
	Extremely Low Income	109
13.	Legal Aid of West Michigan – \$10,000	
	Number Served	73
	White	37
	Black	28

Hispanic	4
Other	4
Female Head of Household	44
Over 62	12
Low Income	27
Very Low Income	23
Extremely Low Income	23

Sidewalk Assessment Relief

The City assisted 46 Sheldon Park residence with sidewalk assessment relief. Fiscal year total assessment for Sheldon Park (census tract 4) for the approved applicants totaled \$29,989.92. Breakdowns of the addresses assisted are the following:

<u>Street Number</u>	<u>Street Name</u>	<u>COST</u>
1001 Catherine		\$132.50
986 Catherine Ave		\$132.50
1226 Langeland Ave		\$235.85
1312 McLaughlin		\$291.50
943 Catherine Ave		\$132.50
1354 E. Isabella		\$397.50
922 Orchard		\$132.50
972 Catherine Ave		\$662.50
965 Amity		\$159.00
984 E. Isabella Ave		\$265.00
1216 E. Apple Ave		\$662.50
1155 Calvin Ave		\$1,510.50
1260 E. Isabella Ave		\$397.50
850 Amity		\$993.69
918 Amity		\$795.00
829 Ada Ave		\$265.00
1145 Calvin Ave		\$1,489.30
1236 Howard Ave		\$265.00
966 Amity		\$927.50
1052 Langeland		\$132.50
1325 Creston		\$265.00
872 Orchard		\$154.56
904 Amity		\$1,104.12
1081 McLaughlin		\$662.50
1172 Frances		\$5,013.80
861 Oak		\$662.50
915 Orchard		\$132.50
954 Catherine		\$530.00
984 Ada		\$1,802.00
936 E. Isabella		\$1,022.90

1048 Ada	\$530.00
951 Catherine Ave	\$795.00
1387 Flower	\$397.50
1306 Howard	\$132.50
1111 E. Apple Ave	\$662.50
1201 Frances	\$132.50
1380 Catherine	\$265.00
1254 Calvin	\$397.50
940 Stevens	\$341.85
1086 Oakgrove	\$405.45
1210 Allen	\$265.00
1025 Ada	\$575.05
1312 Catherine	\$265.00
1059 Ada	\$728.75
846 Stevens	\$927.50
936 Catherine Ave	\$662.50
929 Catherine Ave	\$265.00
1051 Calvin Ave	\$222.60
861 Amity	\$287.06
860 Catherine Ave	\$1,007.00
1208 Francis Ave	\$132.50
1350 Oakgrove	\$1,987.50
1260 Allen Ave	\$148.40
896 Oak Ave	\$397.50
1475 Calvin Ave	\$530.00

Street Assessment Relief

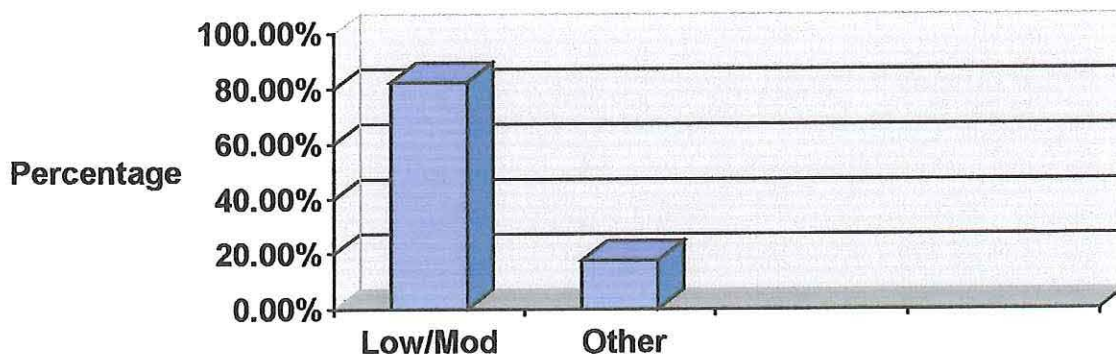
The City assisted 30 residence with street assessment relief. Fiscal year total assessment for the approved applicants totaled \$71,298.20 breakdowns of the addresses assisted were the following

<u>Street Number</u>	<u>Street Name</u>	<u>Cost</u>
2217 Sherin		\$1,251.05
2226 Sherin		\$2,028.00
2230 Sherin		\$1,928.40
834 Wilson		\$1,376.80
828 Wilson		\$1,376.80
968 Wilson		\$1,342.38
882 Wilson		\$4,138.58
2083 Henry		\$2,271.84
2111 Dowd		\$2,161.58
829 Wilson		\$3,596.22
1005 Washington		\$2,017.43
1440 Franklin		\$1,799.33
1032 Washington		\$1,799.33
1022 Washington		\$899.66

1533 Division	\$891.00
862 W. Southern Ave	\$1,026.00
1467 Division	\$666.00
1468 Division	\$936.00
827 W. Southern Ave	\$1,062.00
695 W. Southern Ave	\$900.00
193 Houston	\$594.00
2331 Leon	\$2,815.96
2187 Miner	\$5,721.25
2200 Miner	\$2,915.93
2221 Leon	\$2,650.45
2201 Harding	\$3,061.90
1347 Terrace	\$2,399.10
1232 Terrace	\$2,399.10
1441 Ridge	\$607.75
1810 Jefferson	\$1,197.00

Of the \$1,569,152 CDBG dollars spent last fiscal year by the City of Muskegon \$1,385,256 or 82.4% was for low/moderate-income activities. This data illustrates the City of Muskegon's continuing efforts to address the needs of our low and moderate-income residents and how those activities correspond to strength and improvement of the overall economic health of the community.

CDBG Low / Mod Statistics



City of Muskegon HOME Activity Budget

During fiscal year 2002 - 2003, the City of Muskegon received \$137,000 in HOME funding plus \$256,000 of program income. The funding was allocated in the following manner.

Program Administration	\$ 57,100
Neighborhood Infill Housing Program	\$ 50,000
Tax Reverted Rehab	\$ 35,000
Tax Reverted Infill	\$ 50,000
CHDO Support Services	\$165,000

HOME Correlation Analysis

Program Administration is in direct correlation with all four (4) Housing Goals from the 2000 – 2004 Consolidated Plan (CP) and all Housing Objectives.

Neighborhood Infill program is in direct correlation with goals 2, 3, and 4. The category is also significantly correlated with Housing Objectives Priority 2.

Tax-Reverted Rehabilitation is directly correlated with goals 2 and 3 while this activity is also directly related to Housing Priority 3.

Tax-Reverted Infill is directly correlated with goals 2 and 4. Housing Priority number 2 is significantly related.

CHDO Support Services is in direct correlation with Housing Goal 1 and Housing Objectives Priority 1 and Priority 3.

High Priority	100%
Medium Priority	0%
Low Priority	0%

HOME Infill New Construction and Total Rehabilitation

During fiscal year 2002 –2003 the City of Muskegon Community and Neighborhood Services department designed, built and sold all four projects under the City's New Construction Infill programs and or total rehabilitation program. Which produced approximately \$220,000 of program income.

Operation Rejuve-Nation AKA Operation J-Hill

Operation Rejuve-Nation a.k.a. J-Hill Final Phase



During fiscal year 2001-2002 the City built two new homes in the Jackson Hill neighborhood a former Urban Renewal area. Those homes became the catalyst for other development in the area from the private market a previous neighborhood store reopened after years of abandonment and the private market built three new high-end homes. During fiscal year 2002-2003 the City built its last home in the Jackson Hill neighborhood under the title of Operation Rejuve-Nation a.k.a. *J-Hill Final Phase* the ranch style home has continued the neighborhood revitalization of the neighborhood. The City first obtained ownership of a tiny obsolescent home that was on the City's dangerous building list , demolished it and in its place built a beautiful ranch style home. The home has since become the home to a young widow and her two children.

Homebuyer Demographics	Race	Income level	Size of Household
Female head of household	African American	Low 80%<	3

Operation New Life



“Operation New Life” was the total rehabilitation of a blighted home that the city obtained through the foreclosure process. The structure had for a number of years been a negative

influence on the neighborhood. Once the City received full ownership of the property the rehabilitation was started. The once blighted influence of 322 Amity is now a testament to the revitalization of the Angel neighborhood, the true beauty and forte of the City's older housing stock and the city's commitment to the revitalization of its central core neighborhoods. The total rehabilitated home located at 322 Amity is now owned by a single working mother who grew up a few doors down on Amity Street and her four children. The owner and the home are starting a new life together at 322 Amity thanks to the City of Muskegon HOME rehabilitation program.

Homebuyer Demographics	Race	Income level	Size of Household
Female head of household	African American	Extremely Low 30%<	4

Wood Street Revival



The Wood Street revival project was probably the City of Muskegon Community and Neighborhood Services office most ambitions project during the 2002-2003 fiscal year. The home at 850 Wood had spewed blight on the Angel neighborhood for as long as most residents can remember. But behind the chipping paint, boarded up windows and several layers of old paint was a beautiful American Gothic home one of only two remaining in our City according to our local historic district committee.

So the City of Muskegon purchased the home at 850 Wood from John Wesley AME Zion Church and began the process of revealing the diamond in the rough that resided at the corner of Wood and Orchard. The results of the rehabilitation were far beyond what was envisioned by staff and the selected contractor. The home at 850 Wood has returned to its former majestic status with almost every feature rehabilitated to its' original glory. The home recently sold to a single gentleman who is a recent new comer to the Muskegon community. The beautiful home at 850 Wood is another true testament of what can be accomplished when a community is willing to invest its' funding and creative energy to a project instead of looking at only the wreaking ball as the means to eliminate blight from a community

Homebuyer Demographics			
Homebuyer	Race	Income level	Size of Household
Single male	White	Low 80%<	1

* Owner did not close on property until after the new fiscal year had begun.

Good Neighborhood Program



The City of Muskegon was able to acquire 1838 Jarman from the U.S. Department of Housing and Urban Development through the Good Neighbor Program. The guidelines of the program are that if a house is owned by HUD and is on the open market for longer than six months. A local municipality can obtain that house for \$1.00 (one dollar). The municipality is then responsible for rehabilitating the structure up to code and then assuring that the home becomes occupied by a first time home buyer. 1838 was the City of Muskegon's first opportunity to take advantage of the Good Neighbor program and by all measures the final outcome was a success. The home at 850 Wood was totally abated for lead base paint and then totally rehabilitated. The new owner is a single mother who formerly rented a scattered site home owned by the Muskegon Housing Commission.

Homebuyer Demographics			
Head Status	Race	Income level	Size of Household
Female head of household	African American	Very Low 30%<	3

Rental Rehabilitation Program

The City's Rental Rehab program offers assistance to rental property owners in the City of Muskegon by providing up to \$30,000 to match the owner's contribution to the project (up to 14,999 per unit) in order to make necessary improvements and upgrades to make the unit safe and affordable.

Rental Rehab Projects Fiscal Year 2002-2003

Address	Number of Units	Home Contribution
834 E. Dale	1	\$ 9,994
1376 Francis	1	\$13,760

Community Housing Development Organization Activity

Bethany Housing **\$63,000**

Activity: Purchased and rehabilitate one homes for transitional program

Address	Purchase price
1. 1440 Clinton	\$24,743

Neighborhood Investment Corporation **\$75,000**

Activities: Homebuyer rehabilitation and homeowner rehabilitation

Homebuyer Rehab

<u>Address</u>	<u>HOME funds used</u>
1209 Ducey	\$ 5,000
1054 Ada	\$ 5,000
713 E. Larch	\$10,000
1067 Pine	\$ 5,000

Homeowner Rehab

<u>Address</u>	<u>Home funds used</u>
2124 Crowley	\$11,108

Down-payment assistance

<u>Address</u>	
1838 Jarman	\$1,364

Demographics of Clients

Female	3
Male	2
Extremely low income	1
Very low income	3
Low income	2
Black	2
White	3
Hispanic	1

Trinity Village Nonprofit Housing

Activity: Acquisition and rehabilitation /Down-payment assistance

Acquisition & Rehabilitation

<u>Addresses</u>	Purchase price	Rehab Cost
1553 Smith	\$27,095	\$18,561

Number of Families Served	1
Female headed Households	1
White	0
Black	1
Low Income	0

Special Projects

Faith Based Initiative

The City of Muskegon has responded to the President and HUD's Secretary Martinez call to establish partnerships with the religious community. During the 2002-2003 fiscal year the City of Muskegon continued its partnership with the North American Mission Board an outgrowth of the Southern Baptist Church which sponsors a youth urban ministries called World Changers. The World Changers program participates in approximately 85 different communities throughout the United States, Canada, and the Caribbean.



The mission of the World Changers program is to bring youth from around the country into urban communities to do home rehabilitation repair work for low-income and senior citizens for no charge. The World Changers project illustrated a citywide partnership between the Muskegon Public School system which supplied housing and board for the students. Along with several local churches that open their doors to offer the students and their supervisors a place to worship and eat. The City of Muskegon allocated CDBG funding for materials for the projects Emergency repair program.

A total of 330 students from around the country came to the City of Muskegon under the World Changers banner to repair roofs, porches, build handicap ramps and to assist the less fortunate. The City of Muskegon was able to assist 16 households mostly senior citizens in the one-week blitz in the City of Muskegon.



A list of homes completed during World Changers week 2002 is the following:

1064 Fleming	1052 Calvin	979 Emerson	697 Wilson
1041 Fleming	1065 Emerson	2490 Lincoln	2264 Crowley
1032 Albert	1693 McIlwraith	1533 Hoyt	759 Young
1087 Ada	2142 Crowley	2239 Beidler	1218 Frances

2002-2003 Vinyl Siding Activity

A total of thirty-five households in the City of Muskegon received vinyl siding on their homes through the Community and Neighborhood Services Siding Rehabilitation program.

Addresses of homes that received vinyl siding last fiscal year are as follows:

1. 380 Catawba	5. 741 Young	9. 740 Wesley	13. 759 Young
2. 241 Harding	6. 697 Wilson	10. 747 Lyman	14. 1995 Eighth
3. 1980 Ninth	7. 708 Wilson	11. 2268 Lincoln	15. 1110 Washington
4. 846 Catherine	8. 1478 Park	12. 2481 Philo	16. 1584 Smith
17. 829 E. Forest	22. 212 E. Apple	27. 850 E. Dale	32. 955 W. Laketon
18. 412 Washington	23. 1711 Terrace	28. 1223 Ducey	33. 2283 Morton
19. 338 Mason	24. 786 W. Forest	29. 1590 Beidler	34. 1383 W. Laketon
20. 1373 Langeland	25. 1693 Ray	30. 1362 Pine	35. 1373 Pine
21. 1865 Wood	26. 2126 Letarte	31. 1349 Francis	

Clearance Program



Evaluation: During fiscal year 2002-2003, the City of Muskegon has allocated a significant amount of time supplying its staff and CHDO with technical assistance. Fiscal year 2002-2003 also revealed that the number of rehabilitation projects (emergency and siding projects) increased significantly from recent prior years. The City has continued to make a neighborhood impact in regards to its total rehabilitation program through its HOME program which has not only save several structures in the community that were in jeopardy of being demolished, but also established those structures as anchor projects in reference to the areas overall neighborhood revitalization efforts. The City's Infill program continues to not only eliminate blight from the area but also increase the overall economic value of the area as illustrated by the increase in economic condition factors in the neighborhoods where infill has taken place. The infill program has brought young working families back to neighborhoods where just a few years ago they by passed as possible areas to invest in. The Infill program has shown non-subsidy eligible home investors that these areas are excellent areas to invest. Which is why we seeing a true renaissance going on in many of our central neighborhoods. Some of the changes that we are witnessing are initiatives from the private market e.g. the reopening of neighborhood stores, significant renovations being done on private owned housing, and the interest of private developer to want to invest in many of our central neighborhoods.

Rental Inspections

The City's department of Neighborhood and Construction Services has an on going system for inspection of all rental housing units on a four year basis, which is part of its overall housing code enforcement program. There were 2 HOME assisted rental rehabilitated projects committed and completed this fiscal year. There was no HOME rental rehabilitation inspections conducted in 2002-2003.

Continuum of Care

The Muskegon County Continuum of Care Network is an integrated advocacy and service delivery that mission is to reduce homelessness and promote home permanence. The strategy document articulates the planning process that frames the work of network. It is a snapshot of Muskegon County at a particular point in time yet reflects the best thinking of the service providers, consumers and government agents who have participate in the network will take in the next 12 months and reflects a priority to secure transitional supportive housing and services with emphasis on 16-24 year old youth, disabled persons and families. The rationale for these priorities is outlined in this continuum document and addressed in the MCCCN's 2003 supportive housing proposal to HUD.

The Muskegon Continuum of Care has evolved from a funding document written by core agencies (1997) to support unilateral program design to an integrated system of interdependent providers consisting of 57 formal members the network has a protocol to conduct business, standing meetings and is developing formal referral and universal intake procedures. In 2001, the Network expanded membership to involve all key players. City governments and the County

of Muskegon are members of standing committees as well as funders, public housing providers and consumers. In addition to information sharing, the standing committees routinely monitor the continuum of care is not the document but the network strategy that it articulates. Through the strategy, the network will promote home permanence and reduce homelessness.

The network is coordinated through a steering committee that acts with direction from the membership to ensure that the network is comprehensive and inclusive. The MCCCCN structure including give standing committees. The purpose of these committees is to focus on specific critical components of the continuum to insure accurate and inclusive planning. The following is a description of those committees, their function and membership.

- Emergency needs committee leads monthly miracles, case managers and emergency food pantries meeting monthly to discuss the communities food/clothing/utility needs. This group is chaired by an individual from Representative Peter Hoekstra's (U.S. House) office and is staffed by the United Way through the Muskegon County FIA Emergency needs program and FEMA. This linkage is critical for both distribution of resources and advocacy members include food pantries, soup kitchens, shelters, drop in centers, and church groups who meet monthly to monitor the utilization and capacity of these resources.

Case managers meet monthly and include hands on case managers from a variety of organizations. The committee serves as a "barrier buster" when obstacles are identified for homeless individuals. In addition, this group has a strong advocacy mission bringing the needs of the homeless to the steering Committee the full MCCCCN and to the family coordinating council.

Emergency and Transitional sheltering meets quarterly to coordinate services and to maximize available resources members include shelter providers and community advocacy organizations (i.e. Community Action Against Poverty) and provides vital links to homeless consumers. This group is focussed on operating a seamless system for homeless individuals to support successful transition when issues or opportunities emerge, group members hold focus groups and key informant interviews with consumers for input. In addition, consumers are often invited to work with the committee to create strategies and decision concerning service delivery or issue advocacy.

- The Housing Consortium meets quarterly with a focus on permanent housing issues, capacity and utilization of housing units, Section 8 performance and the integration of the Continuum with the City of Muskegon Consolidated Plan as well as Muskegon Heights and Norton Shores.
- The health Committee is responsible to articulate both the health needs of homeless individuals and strategies to meet those needs. It meets on an ad hoc basis. This group is linked to the Muskegon Health Project that coordinates health coverage for the uninsured, MI Child and other related outreach services systems.

During fiscal year 2002-2003 The Muskegon County Continuum of Care was awarded a total of \$65,000 dollars for Emergency Shelter activities those agencies that received funding were

Bethany Housing	\$23,870
Every Women's Place/Webster House	\$27,749
West Michigan Therapy	\$13,581

Needs Impediments/Analysis

The results of the community survey conducted for this analysis indicates that across various interest and geographic sections of the community, local perceptions of significant barriers to fair housing choice in the Muskegon area are split between economic and social factors which are frequently inter-connected and after are not related or are indirectly related to those specific classes and characteristic covered as matters of federal, state and local fair housing laws.

Taken as a whole survey respondents noted economic factor of insufficient income and poor credit as significant barriers to housing choice and were relatively split (strong agreement vs. strong disagreement) as to whether ones race ethnicity family size or disability affected housing choice. Related factors such as unstable employment and are insufficient supply of affordable housing are directly connected to widespread concern regarding income levels inadequate to support hosing preferences an in the opinion of survey respondents, negatively impact housing choices in the Muskegon area. Although such factors are not by definition related to fair housing laws as written, they are strongly correlated to protected categories of individuals with disabilities and are also reflected in the protected categories of families with children and particular racial and ethnic minority groups.

Survey results demonstrate that broader Muskegon community's belief that economic factors drive neighborhood segregation more significantly than do racial, ethnic or other characteristics, with income disparity among racial and ethnic groups and persons with disabilities controlling housing choice more than any other factor. The study recommends sustained outreach and education efforts directed at housing industry professional and consumers and a corresponding effort among government and advocacy organizations to present housing issues and information is ways that increase levels of public awareness regarding housing support programs and their role in overall community health.

The fundamental recommendations put forth in the 2002 Analysis of Impediments to Fair housing choice for the Muskegon, Michigan metropolitan area, fall into three main categories of information, education and enforcement.

Muskegon Tribune	Newspaper	African American	Yes
WUVS	Radio Station	African American	Yes
Gawlick Construction	Construction	Majority	Yes
Cutting Edge	Construction	Majority	Yes
Modisette Concrete	Concrete Contractor	African American	Yes
Earth Brothers	Landscaping	Majority	Yes

*Local owner is determined by business being located in Muskegon County

Lead Based Paint

The City of Muskegon has made it policy that any home assisted by the department that is not being assisted under the emergency program must be tested for lead based paint. A risk assessment is conducted to determine if any hazard evidence of lead exist. If so, the City then contracts with a licensed lead properly removed. A at the end of the project to evidence of harmful lead. The City has worked contractors concerning the as the CNS rehabilitation activity for last fiscal year



abatement firm to have the clearance must be conducted assure that there is no remaining in the structure. diligently to train area lead based paint issue as well staff. The lead base paint was the following:

Lead Inspections/Risk Assessments - (9)

1519 Clinton
1115 Sanford
834 E. Dale
1160 Ransom
456 Apple
1732 Seventh
1123 Chestnut
503 Octavius
351 Erickson

Total Cost - \$4,000

Abatements - (4)

1115 Sanford
834 E. Dale
456 Apple
322 Amity

Total Cost - \$64,664

Clearances - (6)

850 Wood
322 Amity
1115 Sanford
834 E. Dale
456 Apple
1349 Francis

Total Cost - \$1,900

Public Comments

Commission Meeting Date: August 26, 2003

Date: August 19, 2003
To: Honorable Mayor & City Commission
From: Planning & Economic Development Department CBC
RE: Temporary License Agreement for
Communications Connection- Edison Landing

SUMMARY OF REQUEST: The Temporary License Agreement allows GVSU the right to construct a temporary communication connection across property currently owned by the City/LDFA and Lakefront LLC. The connection consists of temporary above ground poles supporting telecommunications, fiber optic, or other lines necessary to meet the communication requirements of the MEC facility. The permanent communications connection will be built at a later date, and will facilitate communications throughout Edison Landing.

FINANCIAL IMPACT: None.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: To approve the "Temporary License Agreement for Communications Connection" and authorize the Mayor to sign the Agreement.

COMMITTEE RECOMMENDATION: The Local Development Finance Authority will meet on August 26 to consider approval of the Agreement.

**Temporary License Agreement
for
Communications Connection**

This Temporary License Agreement for Communications Connection ("Agreement"), effective July 1, 2003, is made by **The City Of Muskegon**, a Michigan municipal corporation ("City"), whose address is 933 Terrace Street, Muskegon, Michigan 49443-0530, the **Muskegon Local Development Finance Authority**, a Michigan local development finance authority ("LDFA"), whose address is 933 Terrace Street, Muskegon, Michigan 49443-0530, **Lakefront Development, LLC**, a Michigan limited liability company ("Lakefront") and **Grand Valley State University**, a Michigan institution of higher education ("University" or "Licensee"), whose address is 158 Lake Michigan Hall, Allendale, MI 49401.

BACKGROUND

A. The University has requested that the City and Lakefront license the University the right to construct a temporary communication connection ("Connection") across property currently owned by the City and Lakefront (collectively, "Licensor") from a certain demarcation point identified on the attached **Exhibit A** to the University within which the University can provide telecommunication service to the Michigan Alternative and Renewable Energy Center ("MAREC").

B. The route of the Connection shall located above and below ground along the pathway legally described on **Exhibit B** (the "Property") and depicted on **Exhibit A**.

C. The City, the LDFA and Lakefront are willing to license the University the right to construct the Connection in accordance with the terms and conditions of this Agreement.

Therefore, the parties agree as follows:

1. **License.** The Licensor grants to Licensee a revocable license to access the Property and construct, at Licensee's sole expense, a temporary communications connection. The Connection shall consist of temporary above ground poles supporting telecommunication, fiber optic, or other lines necessary to meet the communication requirements at MAREC ("License").

2. **Scope.** The License shall permit the University to construct, repair, reconstruct, maintain, operate, and/or remove the Connection and other related devices, fixtures, equipment, marker posts, and appurtenances which may from time to time be reasonably appropriate. The University agrees to exercise due care in the course of its construction activities, to restore in a good and workmanlike manner all property disturbed by it, and to require that any contractor performing work on behalf of the University name the City, the LDFA and Lakefront as additional insured parties.

3. **Changes to the Route.** If at any time after the date of this Agreement, any of the City, the LDFA or Lakefront desire to relocate the Connection as it crosses their property, then, upon at least sixty (60) days prior written notice to the University and at such property owner's own expense, the route of the Connection may be relocated and the communication lines moved. Any relocation of the Network shall be done at a time reasonably acceptable to the University.

4. **Indemnification.** Licensee shall indemnify and hold Licensor and the LDFA harmless from any and all liability, damages, costs and expenses (including attorney fees) of any kind whatsoever associated with the Connection or resulting from any injury caused in whole or in part on or about the Connection or due in whole or in part to the existence of the Connection. Any construction lien filed against the property on which the Connection is located for work claimed to have been done or materials claimed to have been furnished to the University shall be discharged by the University within thirty (30) days after the University receives notice that such lien is filed.

5. **Termination.** The City or Lakefront may terminate this License by providing a permanent communications connection to the boundary line of Unit C, Muskegon Lakeshore Smartzone, a Site Condominium. Within sixty (60) days of providing written notice to Licensee that the permanent communication connection has been provided, Licensee shall, at Licensee's sole cost and expense, remove the Connection and all improvements related to such Connection and restore any resulting damage to the Property to the satisfaction of Licensor. The Licensee shall have the right to terminate the License at any time.

6. **State, Federal, and Local Compliance.** Licensee agrees and warrants that Licensee's use, maintenance and removal of the Improvements and the restoration of the Property shall comply with all applicable federal, state and local laws, rules, regulations and ordinances of any kind, including but not limited to environmental laws, rules, regulations and ordinances, and Licensee shall indemnify and hold Licensor harmless from any and all damages, costs and expenses (including attorney fees) of any kind whatsoever resulting from the failure of Licensee to comply with any such laws, regulations and ordinances.

7. **Governing Law.** This Agreement shall be governed by and construed under the laws of the State of Michigan and the parties agree that the Circuit Court for the County of Muskegon shall have exclusive jurisdiction with regard to any dispute that may arise from this Agreement.

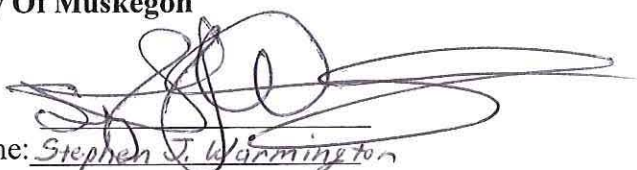
8. **Modifications; Non-Waiver.** This Agreement shall not be amended or modified except by an instrument duly signed by all the parties. Waiver of a breach of any provision under any circumstances will not constitute a waiver of any subsequent breach of such provision, or of a breach of any other provision of this Agreement.

9. **Invalidity; Severable.** If any provision of this Agreement shall to any extent be finally found by a court of competent jurisdiction to be invalid or unenforceable, the validity and the enforceability of the remainder of this Agreement and each of the other provisions hereof shall not be affected or impaired thereby.

10. **Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns.

11. **Entire Agreement.** This instrument recite the entire agreement between the parties with respect to the subject matter hereof, and shall supersede all other written or oral discussions, understandings, representations and/or commitments.

City Of Muskegon

By: 

Name: Stephen J. Warmington

Title: Mayor

Date: 8-26-03

Muskegon Local Development Finance Authority

By: 

Name: Faye Redmond

Title: Secretary

Date: 8/26/03

Lakefront Development, LLC

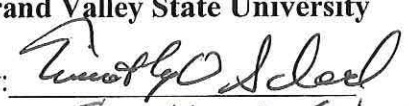
By: 

Name: Chris L. Kelly

Title: Member

Date: 8/19/03

Grand Valley State University

By: 

Name: Timothy O. Schaefer

Title: V.P. Finance + Administration

Date: 8/14/03

EXHIBIT A

Site Plan

EXHIBIT A

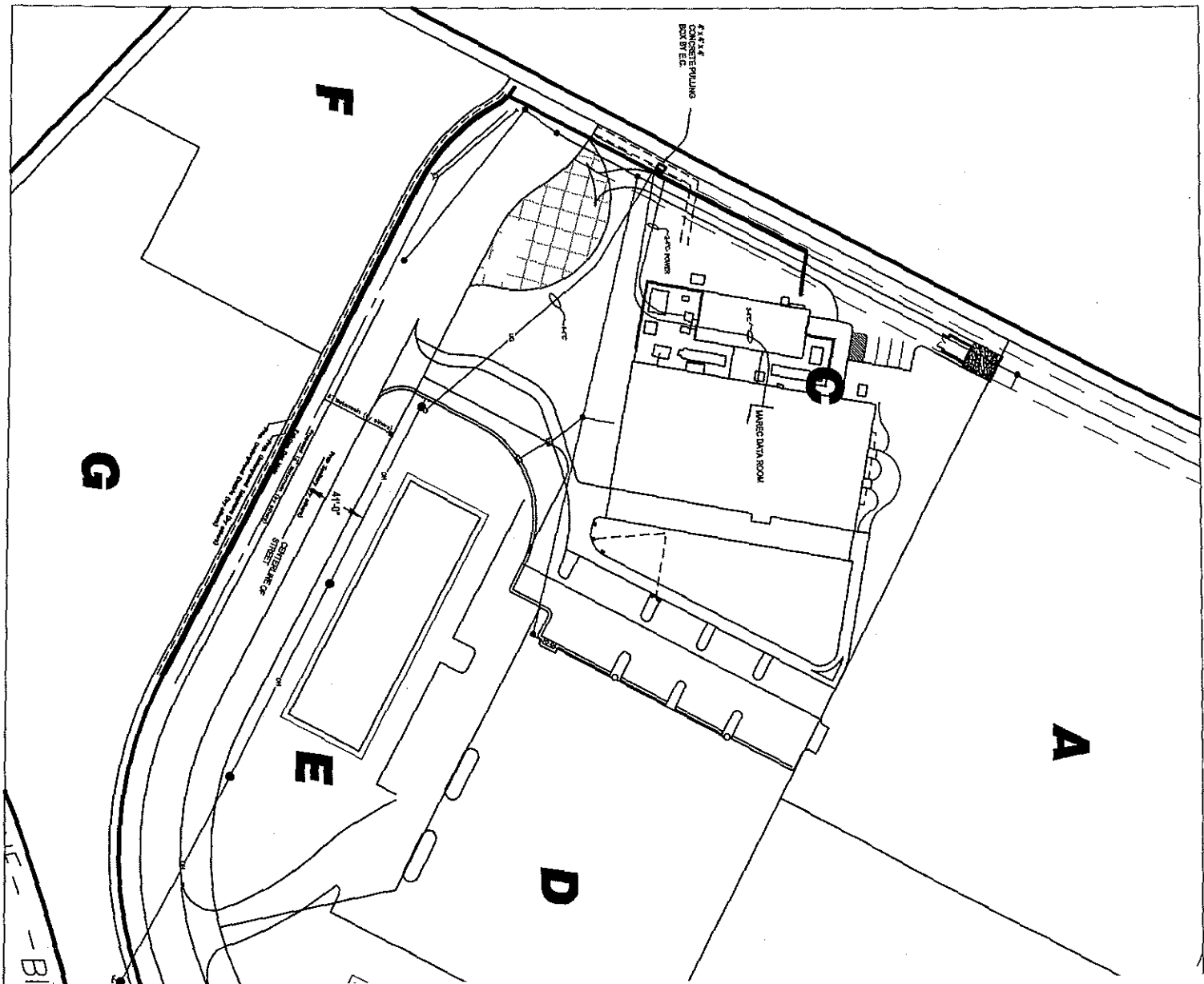
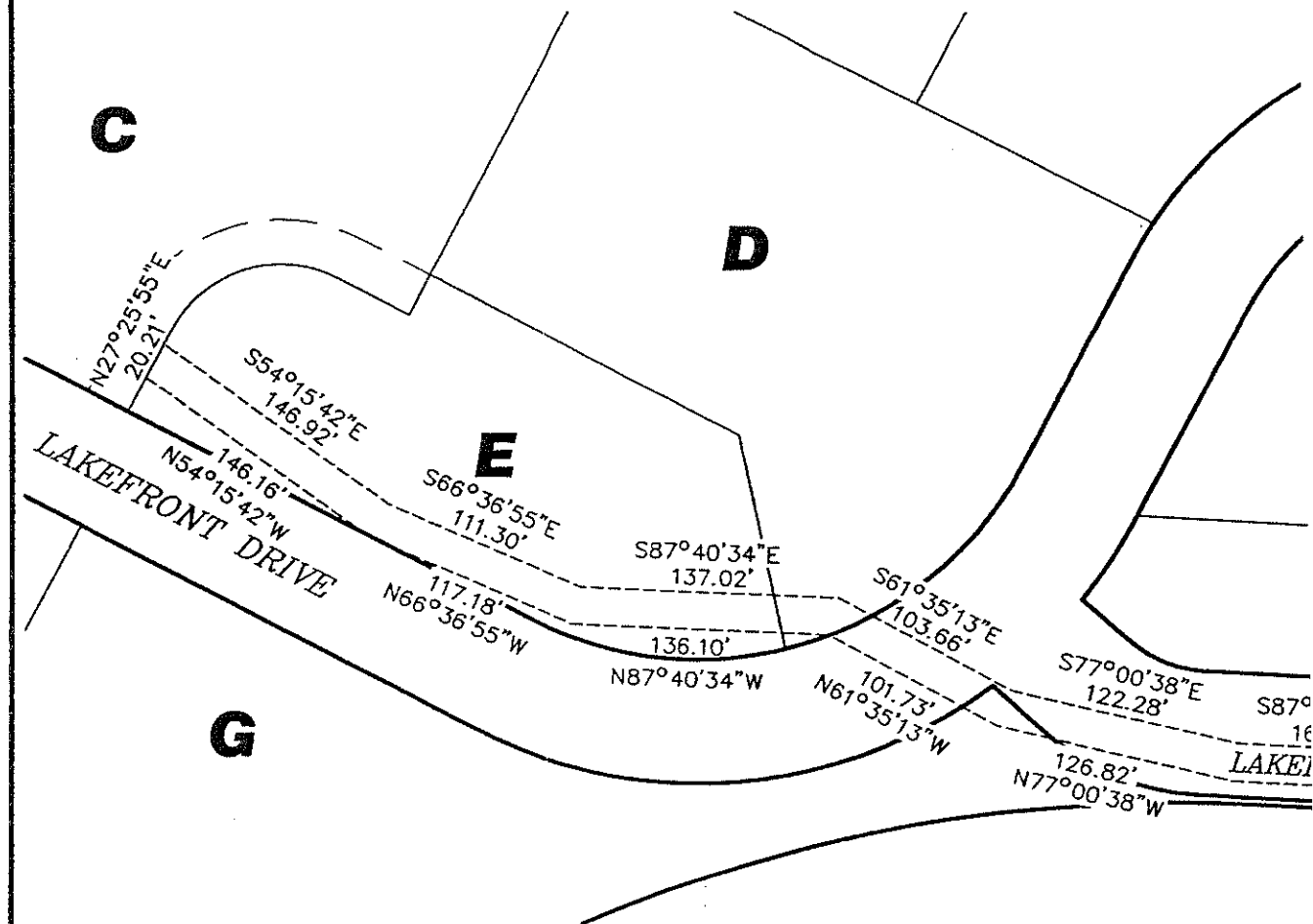


EXHIBIT B

Legal Description

DRAWING OF



[Signature]

Matthew A. Traxler

P.S. No. 46694

THE DESCRIPTION WAS GIVEN TO US BY THE PERSON CERTIFIED TO, OR WAS PREPARED BY US FROM INFORMATION OR DOCUMENTS GIVEN TO US BY THE PERSON CERTIFIED TO, AND SHOULD BE COMPARED WITH THE ABSTRACT OF TITLE OR TITLE INSURANCE POLICY FOR ACCURACY, EASEMENTS OR EXCEPTIONS.



Date: August 26, 2003
To: Honorable Mayor and City Commissioners
From: Engineering
RE: Change Order to Pave Woodlawn Ct.

SUMMARY OF REQUEST:

permission to add the paving of Woodlawn Ct. from Beach street to the N. End onto the Davis Street contract via a change order. Davis was awarded to Asphalt Paving for a total additional cost of \$7,054.00. the proposed work includes two courses of asphalt & an asphalt curb. This work is being proposed as a maintenance operation rather than a construction project and therefor would not involve any special assessment. Furthermore, the cost to pave Woodlawn Ct. will be subtracted from the final project cost on Davis for the purpose of spreading the roll.

FINANCIAL IMPACT:

The construction cost of \$7,054.00.

BUDGET ACTION REQUIRED

The cost will be from the operation maintenance fund.

STAFF RECOMMENDATION:

Authorize the change order.

COMMITTEE RECOMMENDATION:

CONTRACTOR CONTRACTOR ASPHALT PAVING, INC ADDRESS 1000 E. SHERMAN BLVD MUSKEGON, MI 49444		CITY OF MUSKEGON H-1563, S-580, W-635, DAVIS ST., LAKETON AVE. TO SOUTHERN AVE.					DATE 08/20/03 SHEET NO. 1 OF 1 SHEETS CHANGE ORDER NO. 2		
ITEM OF WORK DESCRIPTION, REASON, LOCATION		UNIT	QUANTITY PROPOSAL	QUANTITY AS BUILT	QUANTITY INCREASE +	QUANTITY DECREASE -	UNIT COST	AMOUNT INCREASE	AMOUNT DECREASE
1	TO COVER LABOR & MAT'L TO PAVE WOODLAWN CT	LUMP	0	1	1		\$7,054.00	\$7,054.00	
ORIGINAL CONTRACT PRICE: \$120,857.92 The above change is ordered subject to conditions set forth above and the Contract Price is revised from \$120,857.92 to \$127,911.92 and the Contract Time is not changed.							TOTALS \$7,054.00 NET +/- \$7,054.00		
1. The aforementioned changes, and work affected thereby, are subject to all contract stipulations and covenants. 2. The Rights of the City of Muskegon are not prejudiced. 3. All claims against the City of Muskegon which are incidental to or as a consequence of the aforementioned change are satisfied. PROCEED ORDER ISSUED DATE PROCEED ORDER NECESSARY		CONTRACTOR APPROVAL			CITY OF MUSKEGON APPROVAL				
		AUTHORIZED REPRESENTATIVE AND DATE			AUTHORIZED REPRESENTATIVE AND DATE				
		PRINTED NAME AND TITLE			PRINTED NAME AND TITLE				
					PREPARED BY				

Proposal

API Quote # **K02293**

ASPHALT PAVING, INC.

P.O. BOX 4190
Muskegon, MI 49444
Phone: (231) 733-1409 Fax: (231) 733-4256

07/12/2002

Proposal Submitted To:	CITY OF MUSKEGON	Phone:		Fax:	727-6904
Street:	P.O. BOX 538	Job name:	WOODLAWN COURT		
City, State, Zip:	MUSKEGON MI 49443-0536	Job Location:	OFF BEACH STREET		
Contact:	MOHAMMED AL-SHAHEL	Date of Plans:		Job Phone:	

We hereby submit estimates per the project or otherwise provided specifications for:

IN THE AREA AS SHOWN TO ME AS BEING APPROX. 210' X 18' & 11' X 70':

WE WILL FINE GRADE THE EXISTING AGGREGATE BASE, PLACE AN 1 1/2" AVERAGE BASE COURSE OF 3C AND PLACE ONE 1 1/2" AVERAGE TOP COURSE WITH V-GUTTER OF 4C HOT MIX ASPHALT.

COST: \$7,054.00

THANK YOU FOR THE OPPORTUNITY TO QUOTE THIS PROJECT. IF YOU HAVE ANY QUESTIONS, PLEASE CALL US AT THE ABOVE NUMBER. If this proposal is accepted by both parties, it becomes the contract between the parties. All provisions of Public Act 497 of 1982 as amended (Construction Lien Act) will apply. All accounts are due and payable by the 10th of the month following date of invoice. FINANCE CHARGE of 1-1/2% per month, which is an annual percentage rate of 18%, charged on all past due accounts.

We Propose hereby to furnish material and labor - complete in accordance with above specifications, for the sum of:

See Above

Payment to be made as follows:

Upon Completion of the Work

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance.

Authorized
Signature

Kenneth L. Johnson

Note: This proposal may be
withdrawn by us if not accepted within

30 Days

Please sign and return white copy to Asphalt Paving, Inc.

Acceptance of Proposal:

The above prices, specifications, and conditions are satisfactory and hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined.

Signature: _____

Title: _____

Signature: _____

Title: _____

Date of Acceptance: _____

DISTRIBUTION: White - API, Yellow - Customer, Blue - Job File

DATE: August 19, 2003
TO: Honorable Mayor and Commissioners
FROM: Robert B. Grabinski, Director of Inspection Services
RE: Concurrence with the Housing Board of Appeals Notice and Order to Demolish. Dangerous Building Case #: 02-38 Address: 419 W. Muskegon (Garage only).

*Withdrawn
from
agenda*

SUMMARY OF REQUEST: This is to request that the City Commission Concur with the findings of the Housing Board of Appeals that the structure located at **419 W. Muskegon – Garage only** is unsafe, substandard, a public nuisance and that it be demolished within thirty (30) days. It is further requested that administration be directed to obtain bids for the demolition of the structure and that the Mayor and City Clerk be authorized and directed to execute a contract for demolition with the lowest responsible bidder.

Case# & Project Address: #02-38 – 419 W. Muskegon., Muskegon, MI

Location and ownership: This structure is located on Muskegon Avenue and is owned by Ruby Johnson.

Staff Correspondence: A dangerous building inspection was conducted on 7/25/02 and notice and order to repair or remove was issued 7/30/02. The owner pulled a permit to repair the garage on 8/5/02 which expired 10/5/02. No inspections have been called for. On 3/6/03 the HBA declared the garage substandard and ordered it demolished. There has been no contact with the owner.

Owner Contact: None

Financial Impact: CDBG Funds

Budget action required: None

State Equalized value: \$17,600

Estimated cost to repair: \$5,000 (Garage only)

Staff Recommendation: To concur with the Housing Board of Appeals decision to demolish.

City Commission Recommendation: The commission will consider this item at it's meeting Tuesday, August 26, 2003.

DATE: August 19, 2003

TO: Honorable Mayor and Commissioners

FROM: Robert B. Grabinski, Director of Inspection Services

RE: Concurrence with the Housing Board of Appeals Notice and Order to Demolish. Dangerous Building Case #: 03-08 Address: 1726 Pine St. (Garage only).

SUMMARY OF REQUEST: This is to request that the City Commission Concur with the findings of the Housing Board of Appeals that the structure located at **1726 Pine – Garage only** is unsafe, substandard, a public nuisance and that it be demolished within thirty (30) days. It is further requested that administration be directed to obtain bids for the demolition of the structure and that the Mayor and City Clerk be authorized and directed to execute a contract for demolition with the lowest responsible bidder.

Case# & Project Address: #03-08, 1726 Pine St., Muskegon, MI

Location and ownership: This structure is located on Pine between Forest & Dale. It is owned by Muriel Lizner.

Staff Correspondence: A dangerous building inspection was conducted on 2/6/03 and notice and order to repair or remove was issued 2/18/03. On 4/3/03 the HBA declared the garage substandard and ordered it demolished. There has been no contact with the owner.

Owner Contact: None

Financial Impact: CDBG Funds

Budget action required: None

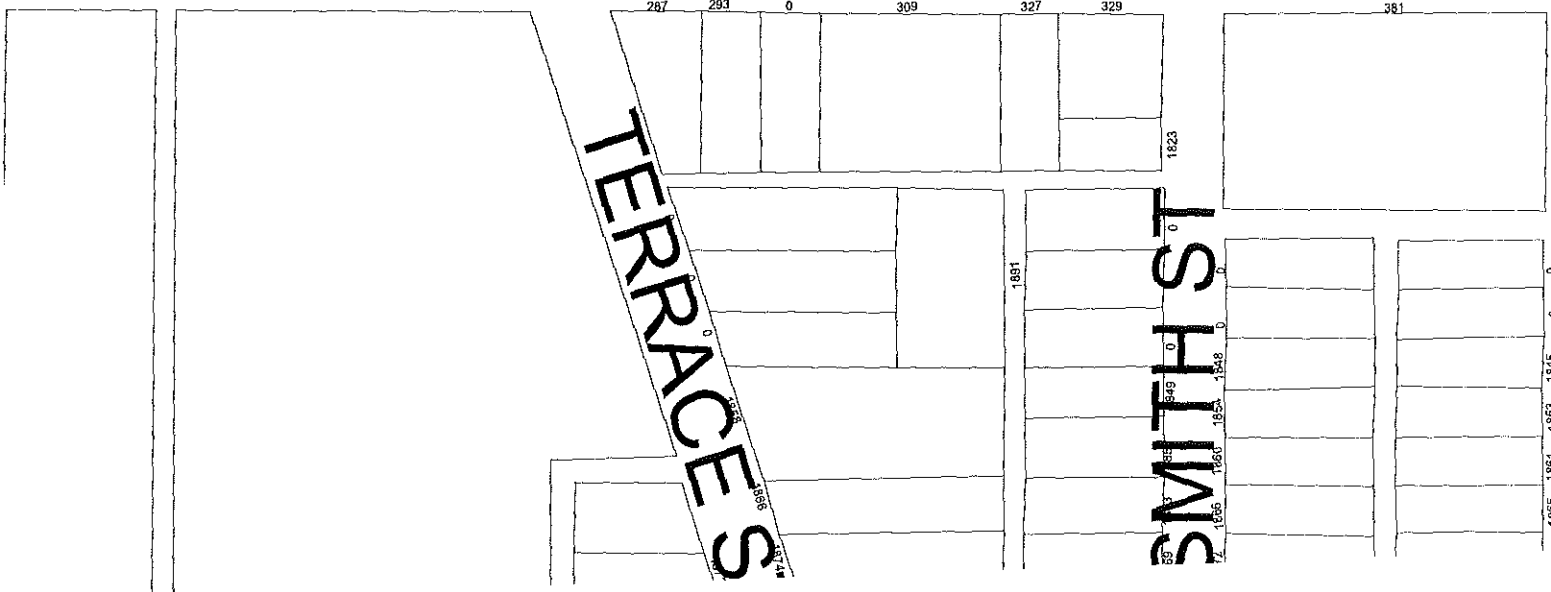
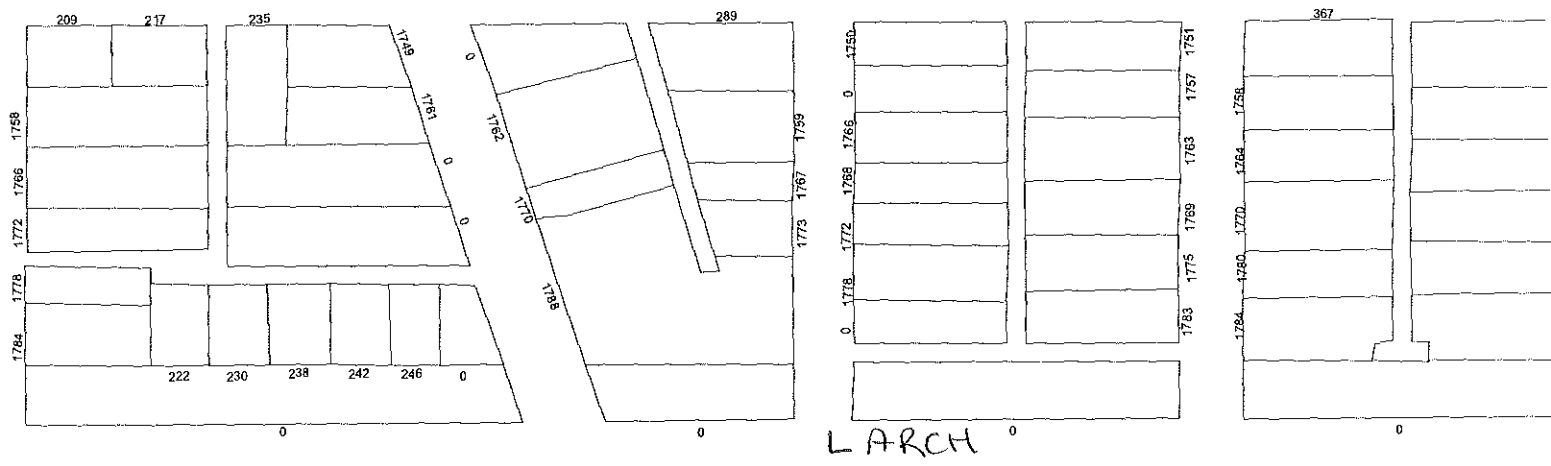
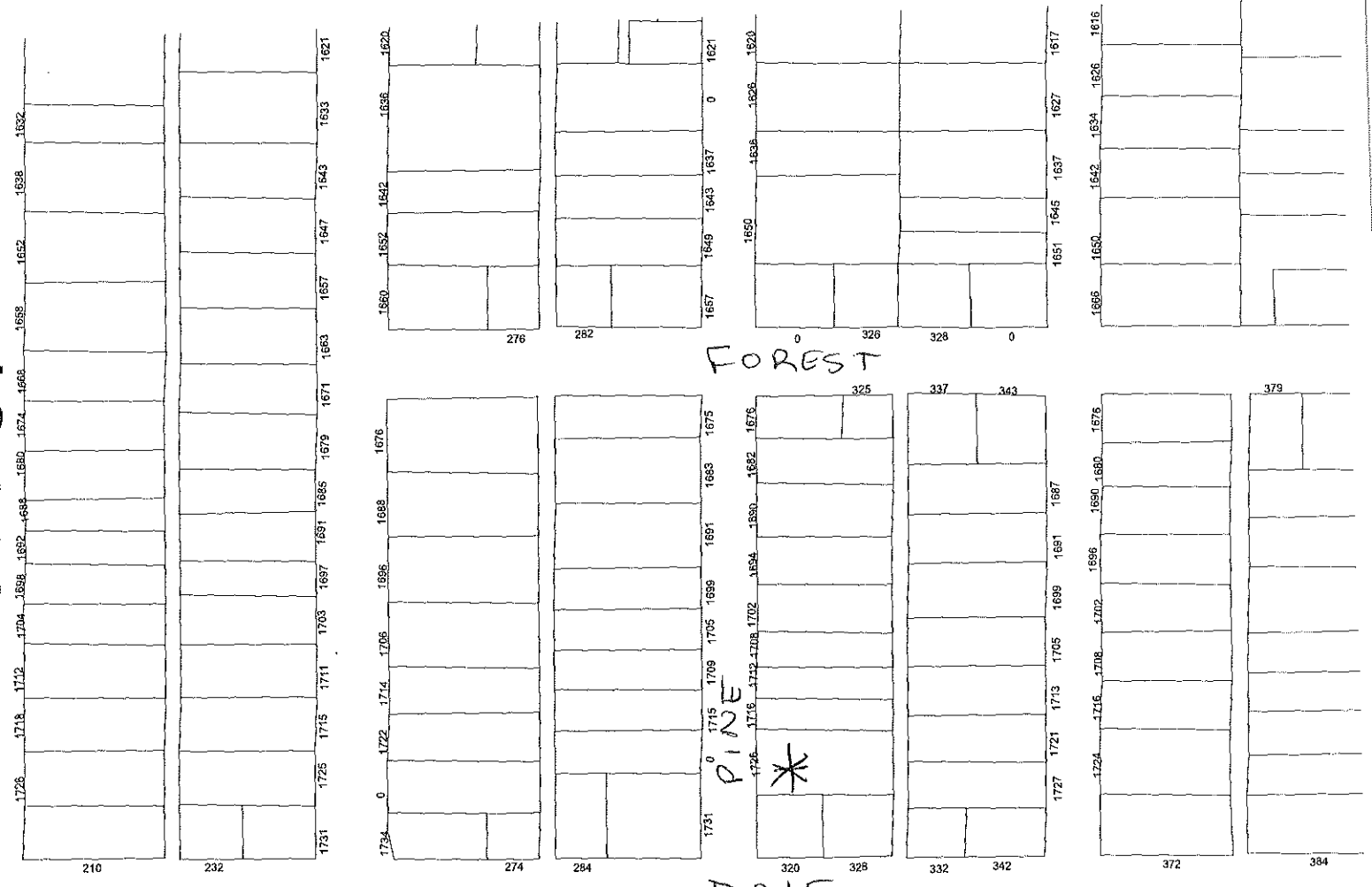
State Equalized value: \$17,800

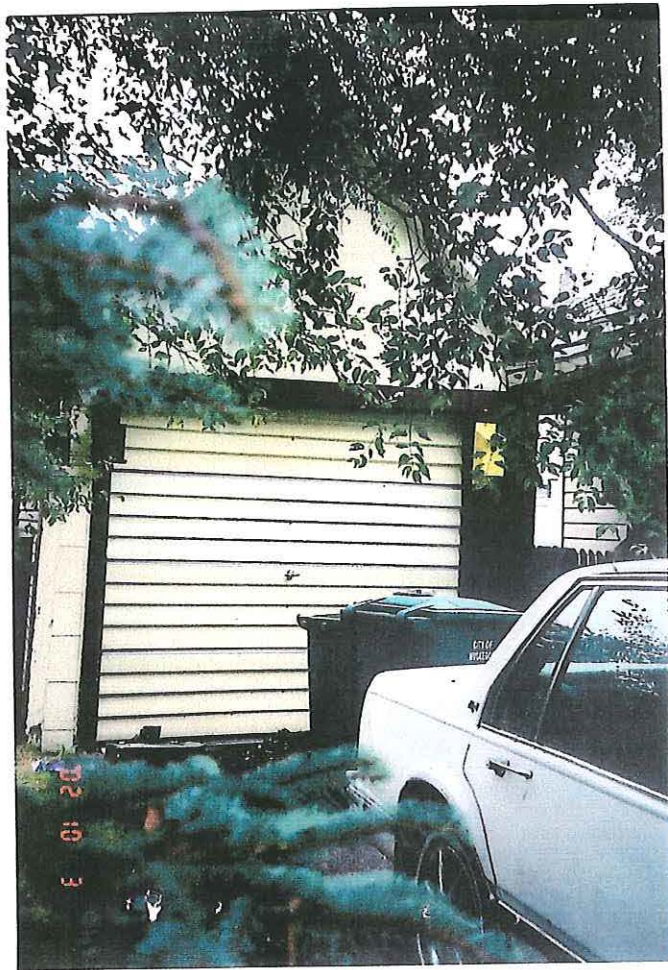
Estimated cost to repair: \$5,000 (Garage only)

Staff Recommendation: To concur with the Housing Board of Appeals decision to demolish.

City Commission Recommendation: The commission will consider this item at it's meeting Tuesday, August 26, 2003.

10000





1726 PINE
GARDEN

QUIT CLAIM DEED

The Grantor(s) ** Micand, Inc. and One Step Realty, Inc.,
whose address is/are 6095B 28th St., Se, Grand Rapids, MI 49546,
convey(s) and quit claim(s) to Muriel Lizner

("Grantee(s)", whose address is/are 1726 Pine St., Muskegon, MI 49442,
the following described premises situated in the City of Muskegon,
County of Muskegon and the State of Michigan:

Lots 11 and 12, Block 297 of the revised plat of 1903 of the City
of Muskegon, as recorded in Liber 3 of plats on page 71, Muskegon
County Records.
P.P. #61-31-29-381-012-(04590)

This deed extinguishes the Grantors' interest in the above property given pursuant
to a Residential Lease, with option to purchase dated October 18, 2001.

for the sum of No Consideration Dollars (\$ 0.0).

The Grantor(s) also grant(s) to the Grantee(s) the right to make _____ division(s)
under Section 108 of the Land Division Act, Act No. 288 of Public Acts of 1967.

The above-described premises may be located within the vicinity of farmland or a farm operation. Generally accepted
agricultural and management practices which may generate noise, dust, odors, and other associated conditions may be used and are
protected by the Michigan Right to Farm Act.

Dated this 24th day of January, 2003.

WITNESSES:

Deborah VanderKolk
* Deborah VanderKolk
Geraldine Buckowing
* Geraldine Buckowing

Signed by:

Michael Anderson
* Micand, Inc.
by Michael Anderson, President
* Michael D. Anderson
* One Step Realty, Inc.
by Michael D. Anderson, President
*

STATE OF MICHIGAN

COUNTY OF KENT

ss.

The foregoing instrument was acknowledged before me this 24th day of January, 2003
by Michael D. Anderson

Geraldine Buckowing
* Geraldine Buckowing
Newaygo Acting In
Kent County, Michigan
Notary Public,

My Commission expires March 22, 2004

NOTICE OF HEARING BEFORE THE CITY COMMISSION

DATE: August 15, 2003

1726 Pine (Garage)

(Address of Property)

TO: All owners and interested parties:

Muriel Lizner, 1726 Pine St., Muskegon, MI 49442
Owner

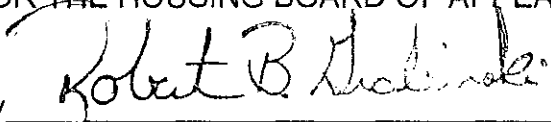
None
(Other interested parties)

On April 3, 2003 the Muskegon Housing Board of Appeals made a determination that the subject property is sub-standard, a public nuisance and a dangerous building under the City Code and ordered that it be repaired or demolished.

The City Commission will hold a hearing on **Tuesday, August 26, 2003** to consider the above decision of the Housing Board of Appeals. You may appear at this hearing at **5:30 p.m. on Tuesday, August 26, 2003**, at the Muskegon City Hall, 933 Terrace Street, Muskegon, Michigan, with counsel, if you desire, to present any relevant evidence and arguments concerning the decision to demolish the above structures.

CITY OF MUSKEGON INSPECTIONS DEPT.
FOR THE HOUSING BOARD OF APPEALS

By


Robert B. Grabinski, Director of Inspections

**CITY OF MUSKEGON
CITY OF MUSKEGON HOUSING (BUILDING) BOARD OF APPEALS**

Date: April 7, 2003

To: Muriel Lizner, 1726 Pine St. Muskegon, MI 49442
Owners Name & Address

None
Names & Addresses of Other Interested Parties

ORDER TO DEMOLISH STRUCTURE

The Housing Board of Appeals, having received evidence at a scheduled and noticed meeting held on Thursday, April 3, 2003 does hereby order that the following structure(s) located at **1726 Pine St. (Garage only)**, Muskegon, Michigan, shall be demolished for the reason that the said structure or structures are found, based upon the evidence before the Board of Appeals, to be dangerous, substandard and a public nuisance.

The owners or persons interested shall apply for the required permits to demolish the structure(s) within 30 days from the final determination to concur and demolish, if it is made by the City Commission. Demolition shall be accomplished no later than 60 days after a concurrence by the City Commission.

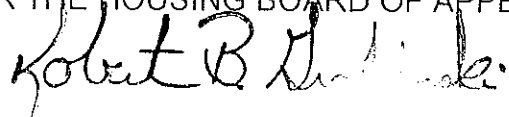
The director of inspections is ordered to place before the Muskegon City Commission this order and the record in this case to seek concurrence by the City Commission with the decision of this board, and further to give notice to the owner and interested parties of the date and time when this matter shall be considered by the City Commission. **This order is not final until concurred with by the City Commission.**

NOTICE TO OWNER AND INTERESTED PARTIES

Please take notice that this decision of the Housing Board of Appeals will be presented to the City Commission of the City of Muskegon on the date and at a time to be noticed to you by the Director of Inspections. You are hereby notified that you will have an opportunity to appear before the said City Commission at that time and to present any and all evidence or matters relevant to the issue of demolition or repair of the said structures. This order of the Housing Board of Appeals is not final, but will become final if and when the City Commission has considered the record and this order, and has concurred.

The City Commission may concur with this order, or disapprove or modify the order.

FOR THE HOUSING BOARD OF APPEALS:

A handwritten signature in black ink, appearing to read "Robert B. Grabinski", written over a horizontal line.

Robert B. Grabinski, Director of Inspections

CITY OF MUSKEGON
CITY OF MUSKEGON HOUSING BOARD OF APPEALS

NOTICE OF HEARING

Date: March 24, 2003

Address of the Property: 1726 Pine (Garage)

TO: Muriel Lizner, 1726 Pine St. Muskegon, MI 49442
[Name & Address of Owner]

None
[Names & Addresses of Other Interested Parties]

Please take notice that on Thursday, April 3, 2003, the City of Muskegon Housing Board of Appeals will hold a hearing at 933 Terrace, Muskegon, MI at 5:30 o'clock p.m., and at the said hearing consider whether or not the following structure should be determined to be dangerous, substandard and a nuisance, and demolished, or repaired.

The reason for this hearing is that you have not complied with the notice and order to repair or demolish the garage issued 2/18/03.

At the hearing on Thursday, April 3, 2003, at 5:30 o'clock p.m., at the Muskegon City Hall, 933 Terrace Street, Muskegon, Michigan, you may appear and present any relevant evidence to the Housing Board of Appeals and have counsel of your choice present, if you desire, to show cause why the structure should not be allowed or ordered demolished.

CITY OF MUSKEGON INSPECTION DEPARTMENT,
ON BEHALF OF THE HOUSING BOARD OF APPEALS

By Robert B. Grabinski
Robert B. Grabinski, Director of Inspections

DOORNBOS AND HOEKSEMA
ATTORNEYS AT LAW
3095 - EAST CARIS AVE. S.E.
MUSKEGON, MICHIGAN 49512-1924

DOORNBOS AND HOEKSEMA
TELEPHONE (616) 957-4950

TELEPHONE (616) 957-4950
TELEFAX (616) 957-3827

February 27, 2003

Mr. Henry Faltinowski
City of Muskegon
Building Inspections
990 Terrace St.
Muskegon, MI 49442

RE: 1726 Pine St.

Dear Mr. Faltinowski:

Please be advised that this office represents Mike Anderson regarding 1726 Pine St., Muskegon, Michigan. We have received a Notice and Order to Repair or Remove a Structure, pertaining to the garage at the above address.

Please be advised that Mr. Anderson no longer has an interest in this property, as he quitclaimed his interest back to the owner, Muriel Lizner, on January 24, 2003. I was informed by Robert Grabinski that this deed, along with evicting the tenant that resided in that property, would protect Mr. Anderson from further housing code violations.

If there is a problem in this regard, please contact me at the above address as soon as possible.

Very truly yours,



Douglas Doornbos

DD/dv

cc: Mike Anderson

CITY OF MUSKEGON

NOTICE AND ORDER TO REPAIR OR REMOVE (DEMOLISH) A STRUCTURE

DATE: February 18, 2003

Address of the Property: 1726 PINE (Garage only)

TO: Muriel Lizner, 1726 Pine St., Muskegon, MI 49442
[Name & Address of Owner]

Mike Anderson, 6095 28th St. SE Grand Rapids, MI 49546
Names & Addresses of Other Interested Parties]

The Building Inspection Department of the City of Muskegon has determined that the structures above described are dangerous, substandard, and constitute a nuisance in violation of the Dangerous Buildings Ordinance of the City.

You are hereby notified that the City will proceed to demolish or cause the demolition and removal of the said structure unless you accomplish the actions indicated below within the time limits indicated (only one to be checked):

1. ☒ Obtain the issuance of all permits required to accomplish the repair of the structure defects listed in the attached schedule within 30 days of this notice. All repairs shall be accomplished within the times set forth in the permits. All work must be physically commenced within 30 days of the date of this notice.
2. ☐ Obtain the issuance of the appropriate permit for the demolition of structures within 30 days, and accomplish the demolition thereof within 60 days of this notice.

The conditions which cause the said structures to be dangerous, substandard and a nuisance are listed in the attached schedule.

FAILURE TO COMPLY

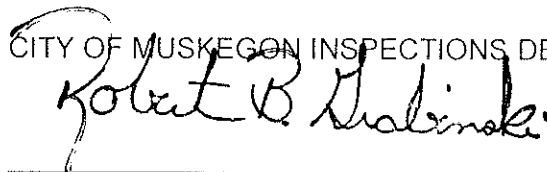
After 30 days from mailing this notice, if you have not complied with this notice, a hearing will be scheduled before the City of Muskegon Housing Board of Appeals for the purpose of enforcing this notice and order and instituting City action to remove the structure. You will receive notice of that hearing. You may appear and present any relevant evidence to the Housing Board of Appeals and have counsel of your choice present, if you desire. You will have the opportunity to show cause why the structure shall not be ordered demolished.

SCHEDULE OF CONDITIONS

The following conditions are present at the structure at 1726 Pine, Muskegon, Michigan, and cause said structure to be a dangerous or substandard building and a public nuisance.

Please see the attached inspection report

CITY OF MUSKEGON INSPECTIONS DEPARTMENT

A handwritten signature in black ink, reading "Robert B. Grabinski". The signature is written in a cursive style with a large initial "R".

Robert B. Grabinski, Director of Inspections

**CITY OF MUSKEGON
DANGEROUS BUILDING INSPECTION REPORT**

1726 Pine
(GARAGE)

2/6/03

Inspection noted:

1. Rotted door frames.
2. Broken and rotted boards throughout.
3. Side porch sill plate rotted.
4. Roof rafter appears damaged.
5. Missing, damaged, or rotted fascia & soffitt.
6. Concrete steps are broken.

BASED UPON MY RECENT INSPECTION OF THE ABOVE PROPERTY, I HAVE DETERMINED THAT THE STRUCTURE MEETS THE DEFINITION OF A DANGEROUS AND/OR SUBSTANDARD BUILDING AS SET FORTH IN SECTION 4-23 OF THE MUSKEGON CITY CODE.

Henry Faltinowski /lg
HENRY FALTINOWSKI, BUILDING INSPECTOR

2-6-03
DATE

AYES:

NAYES:

EXCUSED:

ABSENT:

~~Greg Borgman
Randy Mackie
Jon Rolewicz
John Warner
Nick Kroes
Jerry Bever
Clara Shepherd~~

~~The motion carried.~~

Case #03-08 – 1726 Pine St. (Garage) – Muriel Lizner, same address

Ms. Lizner was not present for the meeting. Bob Grabinski gave a history on the case and passed pictures of the garage to the board.

Staff Recommendation: Declare this building substandard, a public nuisance, and dangerous building and forward to city commission for their concurrence.

A motion was made by Jon Rolewicz and seconded by John Warner to accept staff recommendation.

A roll call vote was taken:

AYES:

NAYES:

EXCUSED:

ABSENT:

Greg Borgman
Randy Mackie
Jon Rolewicz
John Warner
Nick Kroes
Jerry Bever
Clara Shepherd

The motion carried.

Case #03-11 – 222 Washington, Peter Burns, Spring Lake, MI

~~Mr. Burns was present and stated permits have been pulled and work has begun. He said it took from October until February to get the inspection report. He also stated the furnace has been certified by Carmichael Heating and he is having the water heater replaced. He said he has put a lot of money into the structure and his intention is to comply with the city and rent it out. Jon Rolewicz stated there was a person inside the house when he was there the previous night.~~

DATE: August 19, 2003

TO: Honorable Mayor and Commissioners

FROM: Robert B. Grabinski, Director of Inspection Services

RE: Concurrence with the Housing Board of Appeals Notice and Order to Demolish. Dangerous Building Case #: 02-30 Address: 589 W. Muskegon (Garage only).

SUMMARY OF REQUEST: This is to request that the City Commission Concur with the findings of the Housing Board of Appeals that the structure located at **589 W. Muskegon – Garage only** is unsafe, substandard, a public nuisance and that it be demolished within thirty (30) days. It is further requested that administration be directed to obtain bids for the demolition of the structure and that the Mayor and City Clerk be authorized and directed to execute a contract for demolition with the lowest responsible bidder.

Case# & Project Address: #02-30 – 589 W. Muskegon., Muskegon, MI

Location and ownership: This structure is located on Muskegon Avenue between Eighth and Ninth Streets and is owned by Midra Ervin.

Staff Correspondence: A dangerous building inspection was conducted on 7/25/02 and notice and order to repair or remove was issued 7/30/02. On 9/5/02 the HBA declared the garage substandard and ordered it demolished. The owner sent a letter 9/9/02 stating she wants to repair the garage, but does not have the finances. She was given the phone number for CNS, but they do not repair garages.

Owner Contact: Letter dated 9/9/02

Financial Impact: CDBG Funds

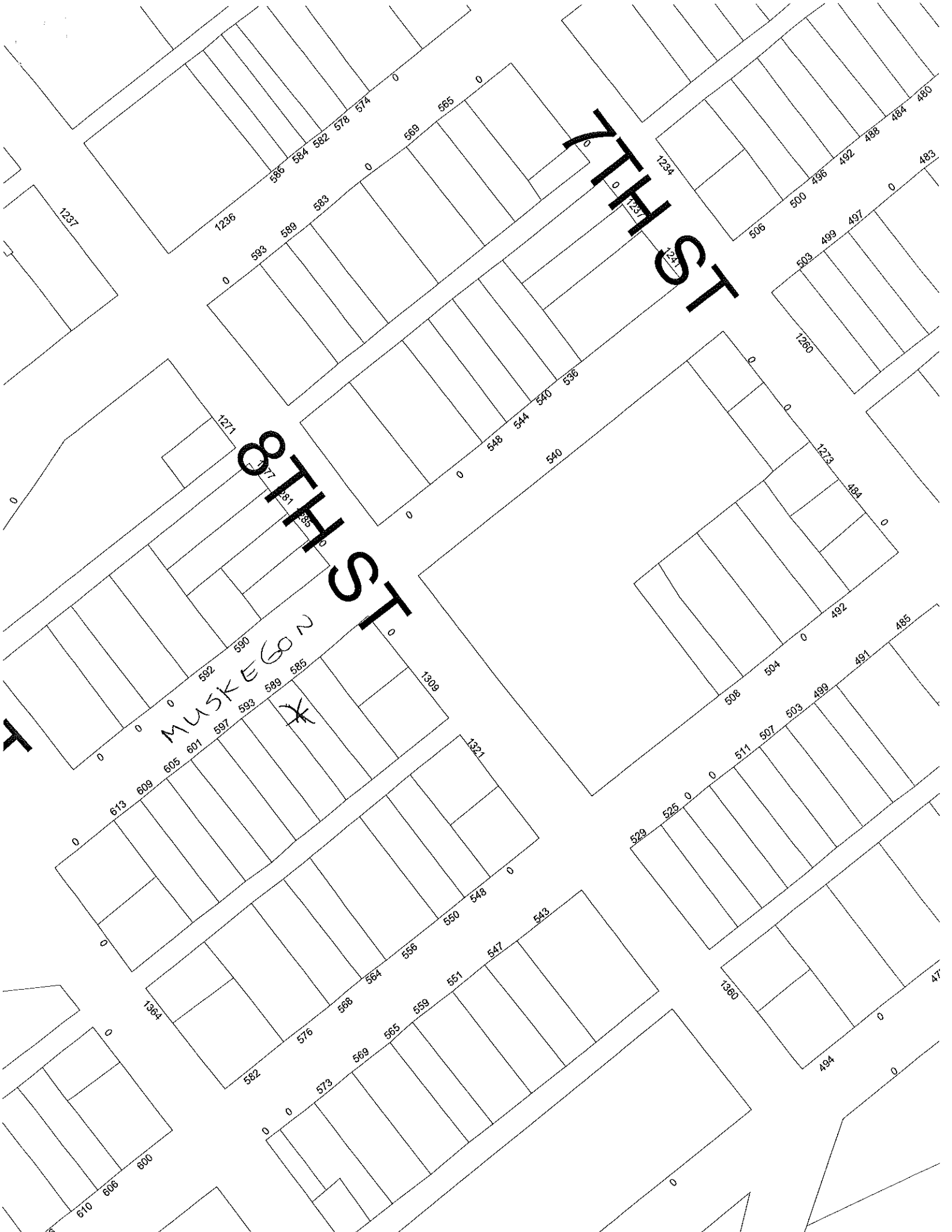
Budget action required: None

State Equalized value: \$18,800

Estimated cost to repair: \$4,000 (Garage only)

Staff Recommendation: To concur with the Housing Board of Appeals decision to demolish.

City Commission Recommendation: The commission will consider this item at it's meeting Tuesday, August 26, 2003.



Y

MUSKEGON

TH ST

TH ST



589 W. Muskegon-G

STATE OF MICHIGAN
COUNTY OF MUSKEGON
RECEIVED FOR RECORD

2002 MAR 20 PM 1:27

Mark Fairchild
REGISTER OF DEEDS

QUIT CLAIM DEED

STATUTORY FORM FOR INDIVIDUALS

416188

Form No. M-748

KNOW ALL MEN BY THESE PRESENTS:

That Kanica Ervin

whose street number and post office address is 589 W. Muskegon Avenue
Muskegon, MI 49441

Quit Claims to Midra Ervin

whose street number and post office address is 589 W Muskegon Avenue
Muskegon, MI 49441the following described premises situated in the City of Muskegon, County of Muskegon and
State of Michigan, to-wit:The West 1/2 of Lot 2, Block 345 of the Revised Plat (of 1903) of the City of
Muskegon, as recorded in Liber 3 of Plats, Page 71, Muskegon County Records.

More commonly known as: 589 West Muskegon Avenue, Muskegon, Michigan 49441

for the sum of Exempt BY MCL 207.526 Sec 6(a)

Dated this 19th day of February, 2002

Signed and Sealed in presence of

Signed and Sealed:

Karrie Lee Kiel

Karrie Lee Kiel

Kanica Ervin

Kanica Ervin

LeeAnn M Larson

LeeAnn M Larson

STATE OF MICHIGAN

COUNTY OF Muskegon

ss.

The foregoing instrument was acknowledged before me this 19th day of February, 2002
by Kanica ErvinKARRIE LEE KIEL
Notary Public, Muskegon County, MI
My Commission Expires Jul 4, 2004*Karrie Lee Kiel*

My Commission expires _____, _____ Notary Public, _____ County, Michigan

County Treasurer's Certificate

City Treasurer's Certificate

After recording return to:
Midra Ervin
589 W. Muskegon Avenue
Muskegon, MI 49441Drafted By:
Midra Ervin
589 W Muskegon Avenue
Muskegon, MI 49441

NOTICE OF HEARING BEFORE THE CITY COMMISSION

DATE: August 15, 2003

589 W. Muskegon (Garage)

(Address of Property)

TO: All owners and interested parties:

Midra Ervin, 589 W. Muskegon, Muskegon, MI 49440
Owner

New Century Mortgage Corp, 18400 Von Karman, Suite 1000, Irvine, CA 92612
(Other interested parties)

On September 5, 2002 the Muskegon Housing Board of Appeals made a determination that the subject property is sub-standard, a public nuisance and a dangerous building under the City Code and ordered that it be repaired or demolished.

The City Commission will hold a hearing on **Tuesday, August 26, 2003** to consider the above decision of the Housing Board of Appeals. You may appear at this hearing at **5:30 p.m. on Tuesday, August 26, 2003**, at the Muskegon City Hall, 933 Terrace Street, Muskegon, Michigan, with counsel, if you desire, to present any relevant evidence and arguments concerning the decision to demolish the above structures.

CITY OF MUSKEGON INSPECTIONS DEPT.
FOR THE HOUSING BOARD OF APPEALS

By Robert B. Grabinski
Robert B. Grabinski, Director of Inspections

9-9-02

To whom this may concern I Am
writing to let the Housing Inspection
Dept know that I'm going to fix the
Garage at 589 W Muskegon by the end
of October 2002 I'm waiting on my
grievance pay from my job. I'm planning
on getting new doors and roof and windows

THANK YOU
Midra Erwin

PS. IF you have any questions call
me at 518-8811

RECEIVED

SEP 11 2002

Inspection Dept.

9-25-02 - Midra called - financial problems.
I advised her to talk to Ardye about the
Roof. She said she will be in today to
fill out paperwork. Lg

**CITY OF MUSKEGON
CITY OF MUSKEGON HOUSING (BUILDING) BOARD OF APPEALS**

Date: September 9, 2002

To: Midra Ervin, 589 W. Muskegon, Muskegon, MI 49440
Owners Name & Address

New Century Mortgage Corp. 18400 Von Karman, Suite 1000, Irvine, CA
92612

Names & Addresses of Other Interested Parties

ORDER TO DEMOLISH STRUCTURE

The Housing Board of Appeals, having received evidence at a scheduled and noticed meeting held on Thursday, September 5, 2002 does hereby order that the following structure(s) located at 589 W. Muskegon (Garage), Muskegon, Michigan, shall be demolished for the reason that the said structure or structures are found, based upon the evidence before the Board of Appeals, to be dangerous, substandard and a public nuisance.

The owners or persons interested shall apply for the required permits to demolish the structure(s) within 30 days from the final determination to concur and demolish, if it is made by the City Commission. Demolition shall be accomplished no later than 60 days after a concurrence by the City Commission.

The director of inspections is ordered to place before the Muskegon City Commission this order and the record in this case to seek concurrence by the City Commission with the decision of this board, and further to give notice to the owner and interested parties of the date and time when this matter shall be considered by the City Commission. **This order is not final until concurred with by the City Commission.**

NOTICE TO OWNER AND INTERESTED PARTIES

Please take notice that this decision of the Housing Board of Appeals will be presented to the City Commission of the City of Muskegon on the date and at a time to be noticed to you by the Director of Inspections. **This office will not bring this case before the City Commission until the 26th of November to allow you time to pull the required permits and complete the repairs if you wish.** You are hereby notified that you will have an opportunity to appear before the said City Commission at that time and to present any and all evidence or matters relevant to the issue of demolition or repair of the said structures. This order of the Housing Board of Appeals is not final, but will become final if and when the City Commission has considered the record and this order, and has concurred.

The City Commission may concur with this order, or disapprove or modify the order.

FOR THE HOUSING BOARD OF APPEALS:



Robert B. Grabinski, Director of Inspections

CITY OF MUSKEGON
CITY OF MUSKEGON HOUSING (BUILDING) BOARD OF APPEALS

NOTICE OF HEARING

Date: August 23, 2002

Address of the Property: 589 W. Muskegon (Garage)

TO: Midra Ervin, 589 W. Washington, Muskegon, MI 49440
[Name & Address of Owner]

New Century Mortgage Corp. 18400 Von Karman, Suite 1000, Irvine, CA 92612
Names & Addresses of Other Interested Parties]

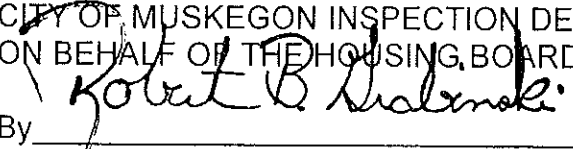
Please take notice that on Thursday, September 5, 2002, the City of Muskegon Housing Board of Appeals will hold a hearing at 933 Terrace, Muskegon, MI at 5:30 o'clock p.m., and at the said hearing consider whether or not the following structure should be determined to be dangerous, substandard and a nuisance, and demolished, or repaired.

The reason for this hearing is that you have not complied with the Notice and Order to Repair or Demolish issued July 30, 2002.

At the hearing on Thursday, September 5, 2002, at 5:30 o'clock p.m., at the Muskegon City Hall, 933 Terrace Street, Muskegon, Michigan, you may appear and present any relevant evidence to the Housing Board of Appeals and have counsel of your choice present, if you desire, to show cause why the structure should not be allowed or ordered demolished.

CITY OF MUSKEGON INSPECTION DEPARTMENT,
ON BEHALF OF THE HOUSING BOARD OF APPEALS

By _____


Robert B. Grabinski, Director of Inspections

CITY OF MUSKEGON

NOTICE AND ORDER TO REPAIR OR REMOVE (DEMOLISH) A STRUCTURE

DATE: July 30, 2002

Address of the Property: 589 W. Muskegon (Garage), Muskegon, Michigan

TO: Midra Ervin, 589 W. Muskegon, MI 49440
[Name & Address of Owner]

None
(Interested Parties)

The Building Inspection Department of the City of Muskegon has determined that the structures above described are dangerous, substandard, and constitute a nuisance in violation of the Dangerous Buildings Ordinance of the City.

You are hereby notified that the City will proceed to demolish or cause the demolition and removal of the said structure unless you accomplish the actions indicated below within the time limits indicated (only one to be checked):

1. X Obtain the issuance of all permits required to accomplish the repair of the structure defects listed in the attached schedule within 30 days of this notice. All repairs shall be accomplished within the times set forth in the permits. All work must be physically commenced within 30 days of the date of this notice.
2. _____ Obtain the issuance of the appropriate permit for the demolition of structures within 30 days, and accomplish the demolition thereof within 60 days of this notice.

The conditions which cause the said structures to be dangerous, substandard and a nuisance are listed in the attached schedule.

FAILURE TO COMPLY

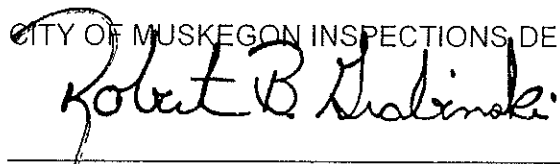
After 30 days from mailing this notice, if you have not complied with this notice, a hearing will be scheduled before the City of Muskegon Housing Board of Appeals for the purpose of enforcing this notice and order and instituting City action to remove the structure. You will receive notice of that hearing. You may appear and present any relevant evidence to the Housing Board of Appeals and have counsel of your choice present, if you desire. You will have the opportunity to show cause why the structure shall not be ordered demolished.

SCHEDULE OF CONDITIONS

The following conditions are present at the structure at 589 W. Muskegon (Garage), Muskegon, Michigan, and cause said structure to be a dangerous or substandard building and a public nuisance.

Please see the attached inspection report

CITY OF MUSKEGON INSPECTIONS DEPARTMENT

A handwritten signature in black ink, reading "Robert B. Grabinski". The signature is written in a cursive style with a large, stylized "R" and "G".

Robert B. Grabinski, Director of Inspections

**CITY OF MUSKEGON
DANGEROUS BUILDING INSPECTION REPORT**

589 W. Muskegon
(GARAGE)

7/25/02

Inspection noted:

1. Roof structure is failing and must be repaired or replaced.
2. Windows broken and must be replaced.
3. Doors must be repaired or replaced.

BASED UPON MY RECENT INSPECTION OF THE ABOVE PROPERTY, I HAVE DETERMINED THAT THE STRUCTURE MEETS THE DEFINITION OF A DANGEROUS AND/OR SUBSTANDARD BUILDING AS SET FORTH IN SECTION 4-23 OF THE MUSKEGON CITY CODE.

Henry Faltinowski / lg
HENRY FALTINOWSKI, BUILDING INSPECTOR

7-25-02
DATE

#02-30 – 589 W. Muskegon (Garage) – Midra Ervin, same address

No one was present to represent this property, but we did receive a letter stating the owner would be fixing the garage and be finished by the end of October.

Staff Recommendation: Declare this building substandard, a public nuisance, and dangerous building, but delay forwarding to city commission for their concurrence until the 2nd meeting in November.

Motion made by Jerry Bever, supported by Nick Kroes to support staff's recommendation.

A roll call vote was taken:

AYES:

NAYES:

EXCUSED:

ABSENT:

Greg Borgman
Randy Mackie
Nick Kroes
Jerry Bever
Jon Rolewicz
Clara Shepherd

John Warner

The motion carried.

#02-38 – 609 W. Muskegon (Garage) – John Frazier, 2280 Stoweally SE, Kentwood, MI

John Frazier was present to represent this case. He stated his intentions are to repair the garage and be finished by the end of October. Mr. Grabinski asked who Jim Clark is because he called the office and stated the garage will be demolished. Mr. Frazier stated Jim Clark is the manager for the property and he has not spoken with him today. He will talk to him because he wishes to repair the garage. Mr. Grabinski asked if he had read the inspection report because he will need a structural engineer. Mr. Frazier said yes he has read it.

Staff Recommendation: Declare this building substandard, a public nuisance, and dangerous building, but delay forwarding to city commission for their concurrence until the 2nd meeting in November.

Motion made by Clara Shepherd, supported by Randy Mackie to support staff's recommendation.

A roll call vote was taken:

AYES:

NAYES:

EXCUSED:

ABSENT:

AGREEMENT

THIS AGREEMENT, made this June 8, 2004 by and between:
Franklin Contractors

(a corporation organized and existing under the law of the State of Michigan);
(partnership consisting of _____); (an individual trading as _____
_____); hereinafter called the "Contractor," and the City of
Muskegon, Michigan, hereinafter called the "City".

WITNESSTH, that the Contractor and the City, for the consideration stated
herein, mutually agree as follows:

ARTICLE 1. Statement of Work. The Contractor shall furnish all supervision,
technical personnel, labor, materials, machinery, tools, equipment, and services,
including utility and transportation services, and perform and complete all work
required for the demolition and clearance of **589 W. Muskegon-Garage** as well
as required supplemental work for the completion of this project, all in strict
accordance with the Contract, including all Addenda.

ARTICLE 2. Contract Price. The City will pay the Contractor for the performance
of this Contract and the completion of the work covered therein an amount not to
exceed **\$1000**

ARTICLE 3. CONTRACT: The executed contract shall consist of, but not be
limited to, the following:

Invitation for Bids
Instructions to Bidders
Bid Proposal
Agreement
General Specifications for Project Performance
Equal Opportunity and Employment Specifications
Demolition and Site Clearance Specifications

This Agreement, together with other documents listed in Article 3, which said
other documents are as fully a part of the Contract as if attached hereto or
repeated herein, form the contract between the parties hereto.

In the event any provision in any component part of this Contract conflicts with
any provision of any other component part, the Contractor shall contact the City
immediately in writing for a determination, interpretation, and/or classification of
conflicting parts and priority of same. Said determination from the City shall be in
writing and shall become an Addendum to this Contract.

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to
be executed on the day and year first written above.

ATTEST:

CONTRACTOR:

BY: STEVEN R. FRANKLIN / PRESIDENT
Printed name and title

ATTEST:

Linda Potter
Linda Potter

CITY OF MUSKEGON

BY: [Signature]
Mayor
[Signature]
City Clerk

(SEAL)

CERTIFICATION (IF APPLICABLE)

I, STEVEN R. FRANKLIN, certify that I am the PRESIDENT

of the Corporation named as contractor herein;

That _____, who signed this Agreement on behalf of the

Contractor, was then _____ of said Corporation:

That said Agreement was duly signed for and in behalf of said Corporation by authority of its governing body, and is within the scope of its corporate powers.

Signed:

[Signature]

(CORPORATE SEAL)

STEVEN R. FRANKLIN / PRES.
Printed Name and Title

DATE: August 19, 2003

TO: Honorable Mayor and Commissioners

FROM: Robert B. Grabinski, Director of Inspection Services

RE: Concurrence with the Housing Board of Appeals Notice and Order to Demolish. Dangerous Building Case #: 03-17 Address: 688 W. Dale.

SUMMARY OF REQUEST: This is to request that the City Commission Concur with the findings of the Housing Board of Appeals that the structure located at **688 W. Dale** is unsafe, substandard, a public nuisance and that it be demolished within thirty (30) days. It is further requested that administration be directed to obtain bids for the demolition of the structure and that the Mayor and City Clerk be authorized and directed to execute a contract for demolition with the lowest responsible bidder.

Case# & Project Address: #03-17 – 688 W. Dale, Muskegon, MI

Location and ownership: This structure is located on W. Dale between Beidler and Glade Streets. It is now owned by Midfirst Bank.

Staff Correspondence: This structure was written as a dangerous building after notice from the housing inspector of conditions not being taken care of on 3/17/03. The owner abandoned the property and it is now back to the bank. There has not been an interior inspection. The notice and order to repair or demolish was issued 3/31/03 and the HBA declared the property on 7/3/03.

Owner Contact: There has been contact from the bank and the HUD property managers. They have had an appraiser do an interior inspection and his estimate for repairs was \$37,000.

Financial Impact: General Funds

Budget action required: None

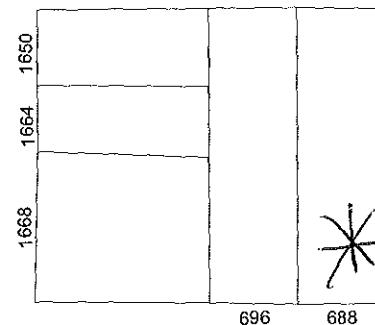
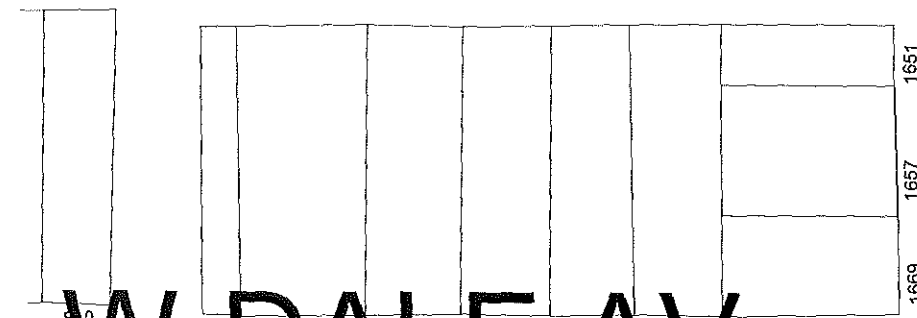
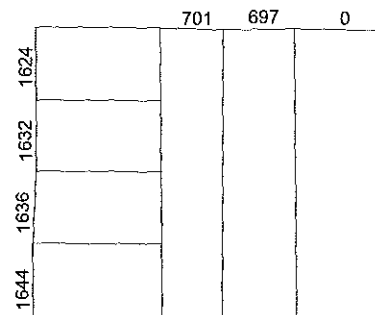
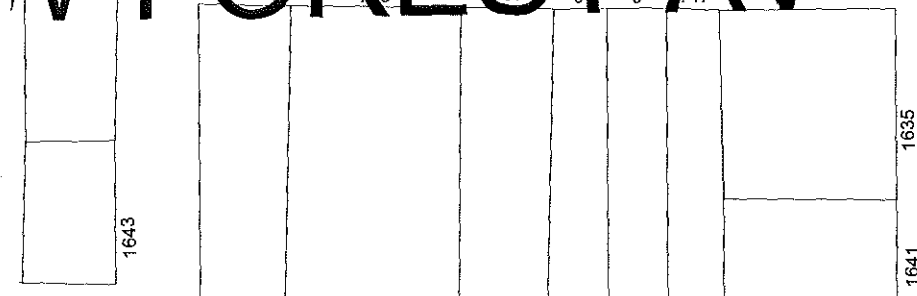
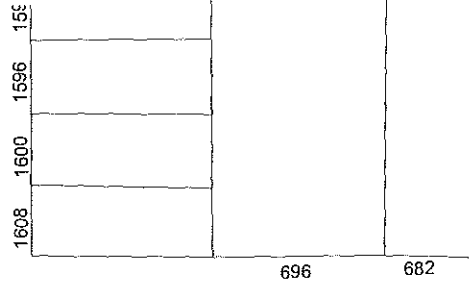
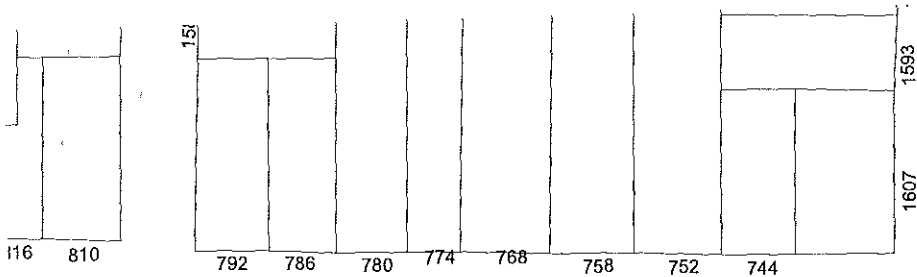
State Equalized value: \$23,800

Estimated cost to repair: \$30,000 (HUD appraisal \$37,000 to repair)

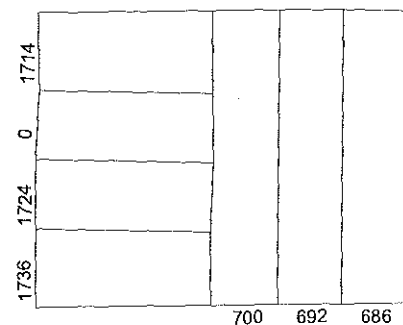
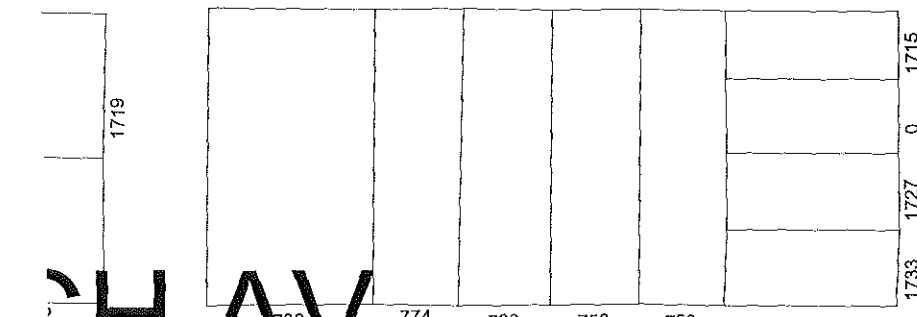
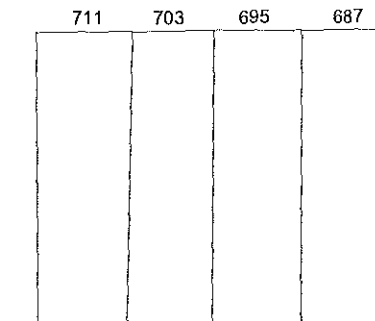
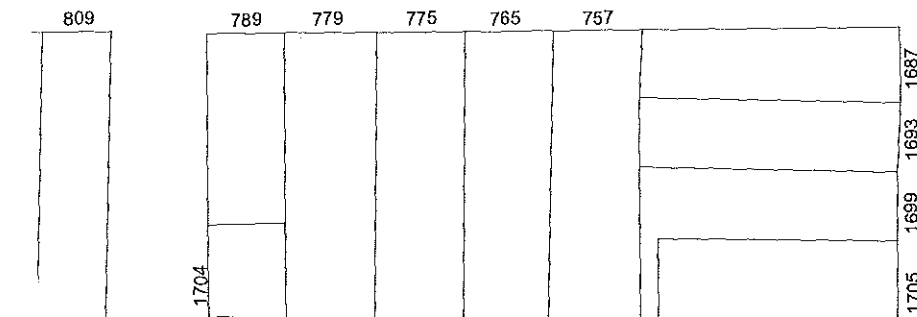
Staff Recommendation: To concur with the Housing Board of Appeals decision to demolish.

City Commission Recommendation: The commission will consider this item at it's meeting Tuesday, August 26, 2003.

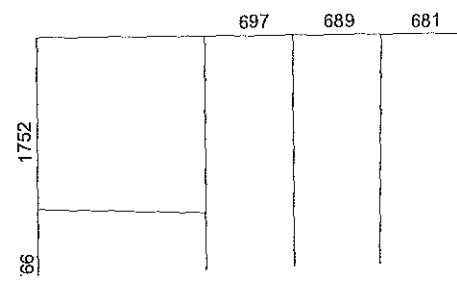
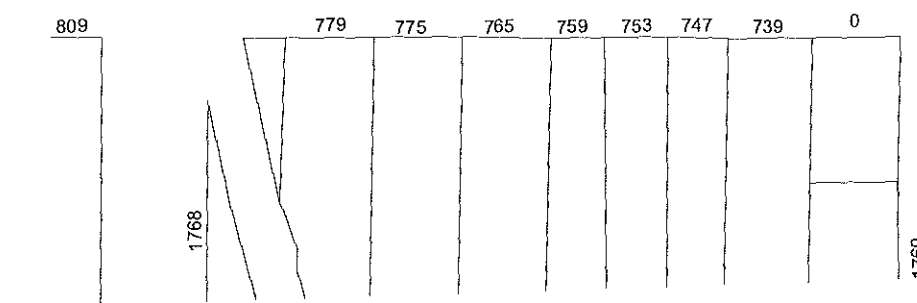
N FOREST AV



W DALE AV



CH AV





688 W. DALE

For The Inspection Department
City of Muskegon

File #: 426689

FROM CITY ASSESSOR'S RECORDS

OWNER: Midfirst Bank
PROPERTY: 688 W. Dale
PARCEL NO: 24-205-436-0015-00
DESCRIPTION: Blk 436 Lot 15

FROM RECORDS OF TRANSNATION TITLE

LIBER: 3519
PAGE: 125
DATE OF DEED: December 20, 2002
GRANTOR NAME & ADDRESS: James C. Duram, Deputy Sheriff
GRANTEE NAME & ADDRESS: Midfirst Bank, 999 NW Grand Blvd., Ste
100, Oklahoma City, OK 73118-6116
LIENS OR MORTGAGES: None
TODAY'S DATE: March 24, 2003
EFFECTIVE DATE: February 20, 2003 at 8:00 AM

Abstracted by: Judy A. Tanner
TRANSNATION TITLE INSURANCE COMPANY

The above information is to be used for reference purposes only and not to be relied upon as evidence of title and/or encumbrances. Accordingly, said information is furnished at a reduced rate, and the Company's liability shall in no event exceed the amount paid for said information, should evidence of title and/or encumbrances be desired, application for title insurance should be placed with Transnation Title Insurance Company.



5019188
L-3519 P-125
01/08/2003 11:43A
Page: 1 of 5

SHERIFF'S DEED ON MORTGAGE SALE

This Indenture Made this 20th day of December, A.D. 2002, between,

James C. Duran, a Deputy Sheriff in and for Muskegon County, Michigan, party of the first part, and Midfirst Bank, Federally Chartered Savings Association whose address is 999 NW Grand Blvd, Ste. 100, Oklahoma City, OK 73118-6116, party of the second part (hereinafter called the grantee).

WITNESSETH, That Whereas Al Roy Tapanila a married man and Dawn M. Tisch a single woman (original mortgagors), made a certain mortgage to First Security Savings Bank, (hereinafter called the mortgagee) on July 27, 1989, in Liber 1483 on page 926 which was duly recorded in the office of the Register of Deeds in and for said Muskegon County on August 1, 1989 and was assigned by mesne assignments to Midfirst Bank, Federally Chartered Savings Association, as assignee by an assignment dated March 1, 2000, which was recorded on September 12, 2000, in Liber 3085, on page 888 received by and recorded in Muskegon County Records, and.

WHEREAS, said mortgage contained a power of sale which has become operative by reason of a default in the condition of said mortgage, and

WHEREAS, no suit or proceedings at law or in equity have been instituted to recover the debt secured by said mortgage or any part thereof, and

WHEREAS, by virtue of said power of sale, and pursuant to the statute of the State of Michigan in such case made and provided, a notice was duly published and a copy thereof was duly posted in a conspicuous place upon the premises described in said mortgage, that the said premises, or some part of them, would be sold on the 20th day of December, A.D. 2002 at the Pine Street entrance to the Michael E. Kobza Hall of Justice in Muskegon, Michigan, that being the place of holding the Circuit Court for Muskegon County where the premises are situated and

WHEREAS, pursuant to said notice I did, at 11:00 o'clock AM, in the forenoon, on the day last aforesaid, expose for sale at public venue the said lands and tenements hereinafter described, and on such sale did strike off and sell the said lands and tenements to the grantee for the sum of TWENTY-SIX THOUSAND THREE HUNDRED EIGHTY-SIX AND 65/100 dollars (\$26,386.65), that being the highest bid therefor and the grantee being the highest bidder, and

WHEREAS, said lands and tenements are situated in the, City of Muskegon, Muskegon County, Michigan, more particularly described as follows:

Lot 15, Block 436, Revised Plat (of 1903) of the City of Muskegon, as recorded in Liber 3 of Plats, Page 71, Muskegon County Records.

Property Tax Parcel ID 61-24-205-436-0015-00
688 W Dale Ave, Muskegon, MI 49441

Now, this Indenture Witnesseth, That I, the Deputy Sheriff aforesaid, by virtue of and pursuant to the statute in such case made and provided, and in consideration of the sum of money so paid as aforesaid, have granted, conveyed, bargained and sold, and by this deed do grant, convey, bargain and sell unto the grantee, its successors and assigns, Forever, All the estate, right, title and interest which the said Mortgagor(s) had in said land and tenements and every part thereof, on the 27th day of July A.D. 1989, that being the date of said mortgage, or at any time thereafter, To Have and to Hold the said lands and tenements and every part thereof to the said grantee, its successors and assigns forever, to their sole and only use, benefit and behoof forever, as fully and absolutely as I, the Deputy Sheriff aforesaid, under the authority aforesaid, might, could or ought to sell the same.

IN WITNESS WHEREOF, I have hereunto set my hand and seal, the date and year first above written.

Signed, Sealed and Delivered in the Presence of

James C. Duran (Seal)
Deputy Sheriff in and for the County of Muskegon
James C. Duran

STATE OF MICHIGAN,
COUNTY OF MUSKEGON

On this 20th day of December, A.D. 2002, before me, a Notary Public in and for said County of Muskegon came James C. Duran a Deputy Sheriff of said County, known to me to be the individual described in and who executed the above conveyance, and who acknowledged that he executed the same to be his free act and deed as such Deputy Sheriff.

CONNIE J. WYANT
Notary Public, Muskegon County, Michigan
My Commission Expires June 23, 2006

Connie J. Wyant
Notary Public, Muskegon County, Michigan
My Commission expires

THIS INSTRUMENT IS EXEMPT FROM MICHIGAN AND COUNTY TRANSFER TAX PURSUANT TO MCLA 207.505(c); MCLA 207.526(u); MCLA 207.505(h)(ii).

Recorded on _____, Muskegon County Records.

Tapanila, Al T&T #200230885

HUD #2631875701203

15

NOTICE OF HEARING BEFORE THE CITY COMMISSION

DATE: August 15, 2003

688 W. Dale

(Address of Property)

TO: All owners and interested parties:

Midfirst Bank, 999 NW Grand Blvd. Suite 100, Oklahoma City, OK 73118-6116
Owner

Mikkelson, Conner, Boul, Inc. 5312 Bolsa Ve. Huntington Beach, CA 92649
Attn: Laura Hennes
(Other interested parties)

Field Office Director, Derek Gasiorowski, 1844 Thunderbird Dr. Troy, MI 48084

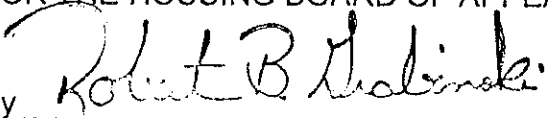
Kathryn Murawski, 1907 Dyson, Muskegon, MI 49442

On July 3, 2003 the Muskegon Housing Board of Appeals made a determination that the subject property is sub-standard, a public nuisance and a dangerous building under the City Code and ordered that it be repaired or demolished.

The City Commission will hold a hearing on **Tuesday, August 26, 2003** to consider the above decision of the Housing Board of Appeals. You may appear at this hearing at **5:30 p.m. on Tuesday, August 26, 2003**, at the Muskegon City Hall, 933 Terrace Street, Muskegon, Michigan, with counsel, if you desire, to present any relevant evidence and arguments concerning the decision to demolish the above structures.

CITY OF MUSKEGON INSPECTIONS DEPT.
FOR THE HOUSING BOARD OF APPEALS

By


Robert B. Grabinski, Director of Inspections

**CITY OF MUSKEGON
CITY OF MUSKEGON HOUSING (BUILDING) BOARD OF APPEALS**

Date: July 9, 2003

To: Midfirst Bank, 999 NW Grand Blvd. Suite 100, Oklahoma City, OK 73118-6116

Owners Name & Address

None

Names & Addresses of Other Interested Parties

ORDER TO DEMOLISH STRUCTURE

The Housing Board of Appeals, having received evidence at a scheduled and noticed meeting held on Thursday, July 3, 2003 does hereby order that the following structure(s) located at **688 W. Dale**, Muskegon, Michigan, shall be demolished for the reason that the said structure or structures are found, based upon the evidence before the Board of Appeals, to be dangerous, substandard and a public nuisance.

The owners or persons interested shall apply for the required permits to demolish the structure(s) within 30 days from the final determination to concur and demolish, if it is made by the City Commission. Demolition shall be accomplished no later than 60 days after a concurrence by the City Commission.

The director of inspections is ordered to place before the Muskegon City Commission this order and the record in this case to seek concurrence by the City Commission with the decision of this board, and further to give notice to the owner and interested parties of the date and time when this matter shall be considered by the City Commission. **This order is not final until concurred with by the City Commission.**

NOTICE TO OWNER AND INTERESTED PARTIES

Please take notice that this decision of the Housing Board of Appeals will be presented to the City Commission of the City of Muskegon on the date and at a time to be noticed to you by the Director of Inspections. You are hereby notified that you will have an opportunity to appear before the said City Commission at that time and to present any and all evidence or matters relevant to the issue of demolition or repair of the said structures. This order of the Housing Board of Appeals is not final, but will become final if and when the City Commission has considered the record and this order, and has concurred.

The City Commission may concur with this order, or disapprove or modify the order.

FOR THE HOUSING BOARD OF APPEALS:

A handwritten signature in black ink, reading "Robert B. Grabinski". The signature is written in a cursive style with a large, stylized initial 'R'.

Robert B. Grabinski, Director of Inspections

CITY OF MUSKEGON
CITY OF MUSKEGON HOUSING BOARD OF APPEALS

NOTICE OF HEARING

Date: June 20, 2003

Address of the Property: 688 W. Dale

TO: Midfirst Bank, 999 NW Grand Blvd. Suite 100, Oklahoma City, OK 73118-6116
[Name & Address of Owner]

None
[Names & Addresses of Other Interested Parties]

Please take notice that on Thursday, July 3, 2003, the City of Muskegon Housing Board of Appeals will hold a hearing at 933 Terrace, Muskegon, MI at 5:30 o'clock p.m., and at the said hearing consider whether or not the following structure should be determined to be dangerous, substandard and a nuisance, and demolished, or repaired.

The reason for this hearing is that you have not complied with the Notice and Order to Repair or Demolish issued 3/31/03.

At the hearing on Thursday, July 3, 2003, at 5:30 o'clock p.m., at the Muskegon City Hall, 933 Terrace Street, Muskegon, Michigan, you may appear and present any relevant evidence to the Housing Board of Appeals and have counsel of your choice present, if you desire, to show cause why the structure should not be allowed or ordered demolished.

CITY OF MUSKEGON INSPECTION DEPARTMENT,
ON BEHALF OF THE HOUSING BOARD OF APPEALS

By Robert B. Grabinski
Robert B. Grabinski, Director of Inspections

CITY OF MUSKEGON

NOTICE AND ORDER TO REPAIR OR REMOVE (DEMOLISH) A STRUCTURE

DATE: March 31, 2003

Address of the Property: 688 W. Dale

TO: Dawn Tisch, 688 W. Dale, Muskegon, MI 49441
[Name & Address of Owner]

Midfirst Bank, 999 NW Grand Blvd. Suite 100, Oklahoma City, OK 73118-6116
(Interested Parties)

The Building Inspection Department of the City of Muskegon has determined that the structures above described are dangerous, substandard, and constitute a nuisance in violation of the Dangerous Buildings Ordinance of the City.

You are hereby notified that the City will proceed to demolish or cause the demolition and removal of the said structure unless you accomplish the actions indicated below within the time limits indicated (only one to be checked):

1. X Obtain the issuance of all permits required to accomplish the repair of the structure defects listed in the attached schedule within 30 days of this notice. All repairs shall be accomplished within the times set forth in the permits. All work must be physically commenced within 30 days of the date of this notice.
2. Obtain the issuance of the appropriate permit for the demolition of structures within 30 days, and accomplish the demolition thereof within 60 days of this notice.

The conditions which cause the said structures to be dangerous, substandard and a nuisance are listed in the attached schedule.

FAILURE TO COMPLY

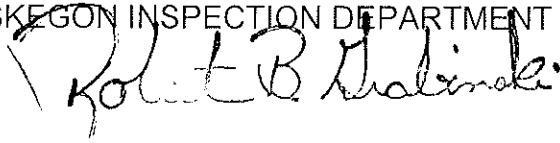
After 30 days from mailing this notice, if you have not complied with this notice, a hearing will be scheduled before the City of Muskegon Housing Board of Appeals for the purpose of enforcing this notice and order and instituting City action to remove the structure. You will receive notice of that hearing. You may appear and present any relevant evidence to the Housing Board of Appeals and have counsel of your choice present, if you desire. You will have the opportunity to show cause why the structure shall not be ordered demolished.

SCHEDULE OF CONDITIONS

The following conditions are present at the structure at 688 W. Dale, Muskegon, Michigan, and cause said structure to be a dangerous or substandard building and a public nuisance.

Please see the attached inspection report

CITY OF MUSKEGON INSPECTION DEPARTMENT

A handwritten signature in black ink, appearing to read "Robert B. Grabinski", is written over a horizontal line.

Robert B. Grabinski, Director of Inspections

CITY OF MUSKEGON
DANGEROUS BUILDING INSPECTION REPORT

688 W. Dale

3/17/03

Inspection noted:

1. An interior inspection is required by all trade inspectors (plumbing, mechanical, electrical and building) before any permits or certificates of occupancy will be issued.
2. Roof covering on home is severely deteriorated – replace roof covering on home. Sheathing and rafter inspection is required once the roof covering is removed.
3. Repair all fascia soffit damage on roof.
4. Front porch foundation wall missing block.
5. Front porch missing stairs – landing needs stairs, handrail & guardrail to code (MRC 2000).
6. Back porch needs repair to stairs, landing, handrail & guardrail to MRC 200 requirements.
7. Repair all damaged siding.
8. Paint siding that is exposed after removing peeling paint.

BASED UPON MY RECENT INSPECTION OF THE ABOVE PROPERTY, I HAVE DETERMINED THAT THE STRUCTURE MEETS THE DEFINITION OF A DANGEROUS AND/OR SUBSTANDARD BUILDING AS SET FORTH IN SECTION 4-23 OF THE MUSKEGON CITY CODE.

Henry Faltinowski / lfg
HENRY FALTINOWSKI, BUILDING INSPECTOR

3-19-03
DATE

CITY OF MUSKEGON

NOTICE OF INTERIOR INSPECTION

DATE: March 19, 2003

Address of Property: **688 W. DALE**

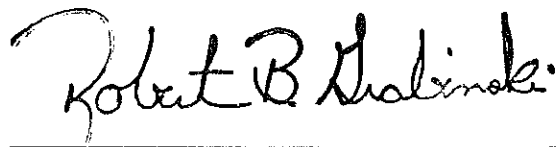
TO: Dawn Tisch, 688 W. Dale, Muskegon, MI 49441
[Name & Address of Owner]

Midfirst Bank, 999 NW Grand Blvd. Ste. 100, Oklahoma City, OK 73118-6116
(Interested Parties)

The Inspection Services Department of the City of Muskegon has preliminarily determined that the structures described above are dangerous, substandard, and constitute a nuisance in violation of the Dangerous Buildings Ordinance of the City.

We intend to inspect the interior of the building(s). Please be present to allow an interior inspection of the above described properties on **Monday, March 31, 2003** at **10:30 A.M.** Failure to appear and allow the inspection will result in this office seeking a search warrant to conduct the inspection.

CITY OF MUSKEGON INSPECTION SERVICES



Robert B. Grabinski, Director of Inspections

03-17 – 688 W. Dale – Midfirst Bank

Mr. Grabinski gave a history of the case, it began with the MPD calling for an inspection because of the unsanitary conditions. He also stated it is definitely a dangerous building.

A neighbor, June Bishop, spoke to the board about her wishes to demolish the house. She stated it has been a blight to the neighborhood and she does not want to see it become a rental again.

Staff Recommendation: Declare this building substandard, a public nuisance, and dangerous building and forward to city commission for their concurrence.

A motion was made by Nick Kroes and seconded by Jerry Bever to accept staff recommendation.

A roll call vote was taken:

AYES:

NAYES:

EXCUSED:

ABSENT:

John Warner
Randy Mackie
Jon Rolewicz
Nick Kroes
Jerry Bever
Greg Borgman

Clara Shepherd

The motion carried.

~~#02-37 – 159 W. Larch – Garage – Robert Fitzpatrick~~

~~No one was present to represent this case. Mr. Grabinski gave a history of the case. The owner pulled a permit and when the case went before the HBA 10/02, the owner stated he would have the repairs finished in 1 week. There has been no contact since and the repairs are not completed.~~

~~Staff Recommendation: Declare this building substandard, a public nuisance, and dangerous building and forward to city commission for their concurrence.~~

~~A motion was made by John Warner and seconded by Jerry Bever to accept staff recommendation.~~

~~A roll call vote was taken:~~

~~AYES:~~

~~NAYES:~~

~~EXCUSED:~~

~~ABSENT:~~



DSC00196.JPG



DSC00197.JPG



DSC00198.JPG



DSC00199.JPG

MUSKEGON

Address	Zip	Case	List Price	Bd/Ba/Rm	Sq Ft	I/U	Year
688 W DALE AVE	49441	263-187570	\$4,000	3/1/6	1447	UI	1920 LBP

Bid Date :08/27/03 Owner
Occupant

Listing Date:08/22/03

Deadline:08/26/03 @11:59pm

Appraised value: \$4,000

Note: WATER INFILTRATION This property has evidence of prior water infiltration, which is a condition deemed to increase the likelihood of mold growth. MCB makes no warranty as to the current or future existence of mold in this property and is not liable for the potentially harmful effects thereof. PROPERTY IS ON CITY DEMO LIST. BUYER TO CONTACT CITY FOR REPAIR COSTS AND ACCEPT AND CORRECT AFTER CLOSING

[Submit a Bid](#)
[Get Map](#)

MUSKEGON

Address	Zip	Case	List Price	Bd/Ba/Rm	Sq Ft	I/U	Year
3331 LEMUEL ST	49444	263-322377	\$15,000	4/1/6	1228	UI	1945 LBP

Bid Date :08/27/03 Owner Occupant **Listing Date:**08/22/03 **Deadline:**08/26/03 @11:59pm

Appraised value: \$15,000

Note: 203 K

[Submit a Bid](#)
[Get Map](#)

MUSKEGON

Address	Zip	Case	List Price	Bd/Ba/Rm	Sq Ft	I/U	Year
4345 W GILES RD	49445	263-323229	\$73,000	3/1.5/6	1532	UI	1960 LBP

Bid Date :08/27/03 Owner
Occupant

Listing Date:08/22/03

Deadline:08/26/03 @11:59pm

Appraised value: \$73,000

Note: MOLD This property has had prior water infiltration and mold, which are conditions deemed to increase the likelihood of repeated occurrences of mold growth. MCB makes no warranty as to the current or future existence of mold in this property and is not liable for the potentially harmful effects thereof.

[Submit a Bid](#)
[Get Map](#)

MUSKEGON

Address	Zip	Case	List Price	Bd/Ba/Rm	Sq Ft	I/U	Year
2844 WESTLAND RD	49441	263-327211	\$40,000	2/1/4	720	UI	1943 LBP

Bid Date :08/27/03 Owner Occupant **Listing Date:**08/22/03 **Deadline:**08/26/03 @11:59pm

Appraised value: \$40,000

Note: 203 K

[Submit a Bid](#)
[Get Map](#)

MUSKEGON

Address	Zip	Case	List Price	Bd/Ba/Rm	Sq Ft	I/U	Year
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Please note the current system time is 9:22 AM.
You should note that Bids must be complete and submitted before the
DEADLINE for the property you are bidding on.

Warning: Submission of a bid from an Investor on an Owner-Occupant Priority property, knowing the same to be false, subjects the person placing the bid to a possible \$250,000 fine or two years imprisonment or both, as per Paragraph O of the Conditions of Sale on the back of the HUD Sales Contract.

Notice: Before submitting a bid, you must have the earnest money in the form of certified funds, and a completed sales contract and addenda, signed by the purchaser.

Broker Certification Check	
Broker registered SSN/FID:	

1094 SANFORD ST 49440 263-274874 \$31,000 2/1/4 1225 UI 1953 LBP

Bid Date :Daily-All Purchasers **Listing Date:**08/15/03 **Deadline:**Daily

Appraised value: \$31,000

Note: 203 K

[Submit a Bid](#)

[Get Map](#)

MUSKEGON

Address **Zip** **Case** **List Price** **Bd/Ba/Rm** **Sq Ft** **I/U** **Year**

1892 W SHERMAN BLVD 49441 263-319836 \$60,000 2/1/4 951 UI 1952 LBP

Bid Date :Daily-All Purchasers **Listing Date:**08/08/03 **Deadline:**Daily

Appraised value: \$60,000

Note: 203 K

[Submit a Bid](#)

[Get Map](#)

MUSKEGON

Address **Zip** **Case** **List Price** **Bd/Ba/Rm** **Sq Ft** **I/U** **Year**

790 ORCHARD AVENUE 49442 263-280974 \$34,000 3/1/5 1104 UI 1937 LBP

Bid Date :Daily-All Purchasers **Listing Date:**07/25/03 **Deadline:**Daily

Appraised value: \$34,000

Note: 203 K

[Submit a Bid](#)

[Get Map](#)

[OND/TND Bid](#)

[OND/TND Bid by Broker](#)

[\[Back Home\]](#)

DATE: August 19, 2003
TO: Honorable Mayor and Commissioners
FROM: Robert B. Grabinski, Director of Inspection Services
RE: Concurrence with the Housing Board of Appeals Notice and Order to Demolish. Dangerous Building Case #: 00-56 Address: 1087 W. Grand

SUMMARY OF REQUEST: This is to request that the City Commission Concur with the findings of the Housing Board of Appeals that the structure located at **1087 W. Grand** is unsafe, substandard, a public nuisance and that it be demolished within thirty (30) days. It is further requested that administration be directed to obtain bids for the demolition of the structure and that the Mayor and City Clerk be authorized and directed to execute a contract for demolition with the lowest responsible bidder.

Case# & Project Address: #00-56 – 1087 W. Grand, Muskegon, MI

Location and ownership: This structure is located on W. Grand between Barclay and Franklin. It is owned by Brenda and Larry Davis.

Staff Correspondence: A dangerous building inspection was conducted on 7/20/00 because of a fire. In October 2000 the HBA tabled the case for 60 days and the case was again tabled in January 2001. The owners have had problems with their contractors and have filed a formal complaint to the state. There have been numerous progress inspections and all permits have been pulled. The case was again brought before the HBA in February 2003 and tabled 4 months before forwarding to commission. On 7/8/03 the City Commission tabled the case for 90 days with monthly progress inspections scheduled. This is an update since the progress inspection on 8/1/03.

Owner Contact: There has been much contact between the owners, contractors and Inspection staff and director.

Financial Impact: General Funds

Budget action required: None

State Equalized value: \$26,600

Estimated cost to repair: \$30,000

Staff Recommendation: To concur with the Housing Board of Appeals decision to demolish.

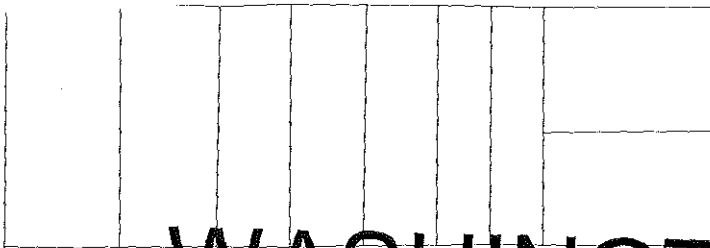
City Commission Recommendation: The commission will consider this item at it's meeting Tuesday, August 26, 2003.

1405

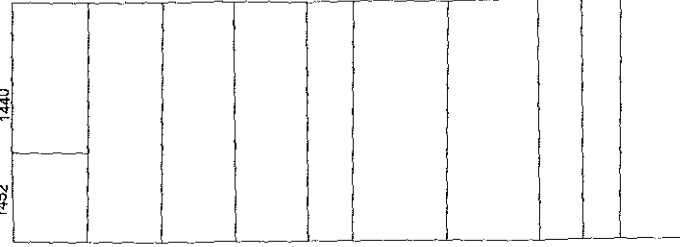
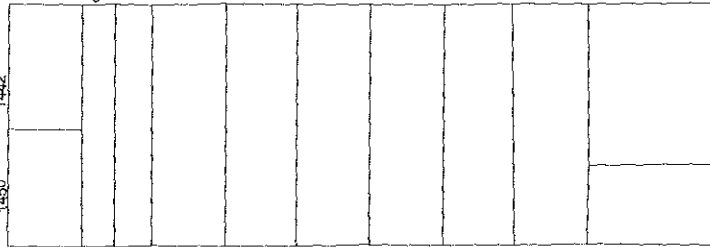
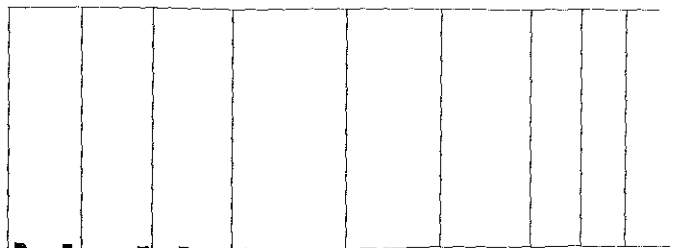
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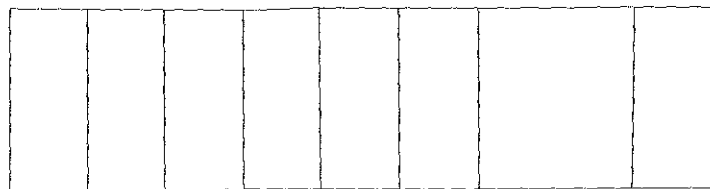
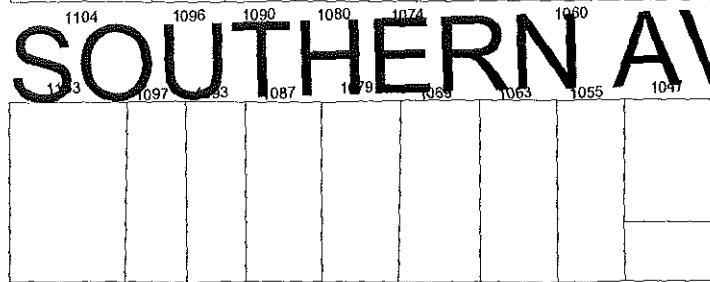
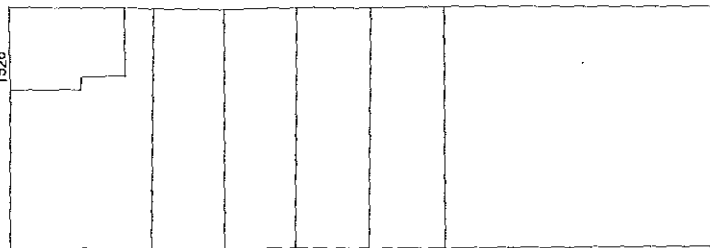
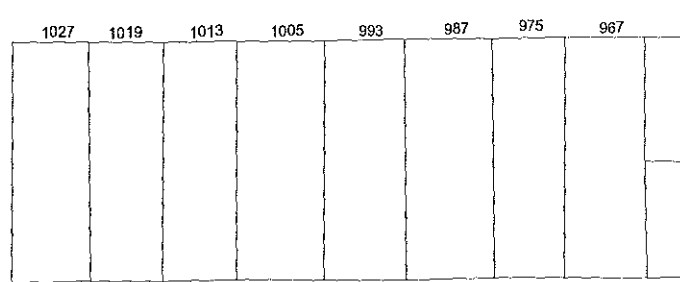
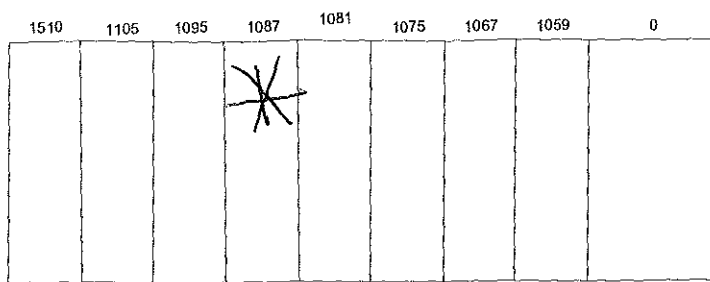
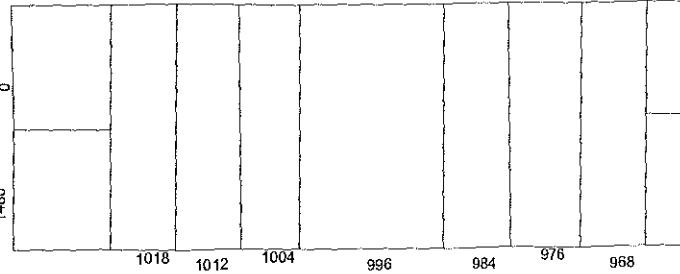
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WASHINGTON AV

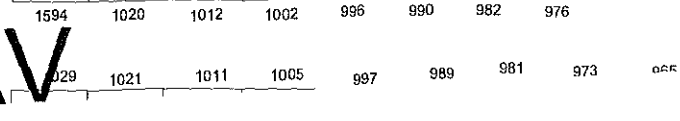
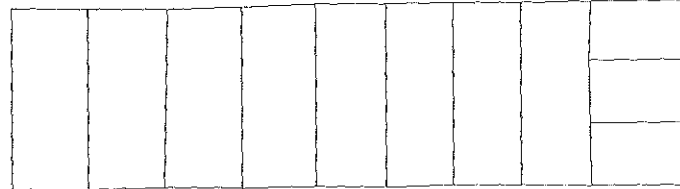
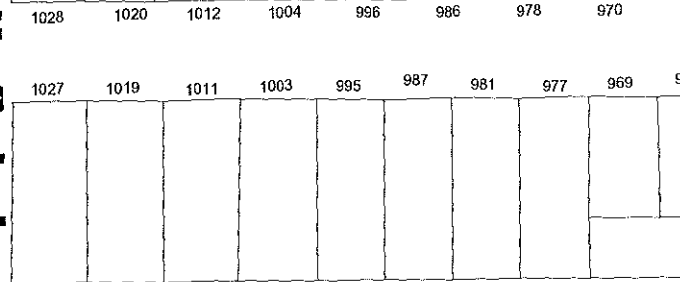
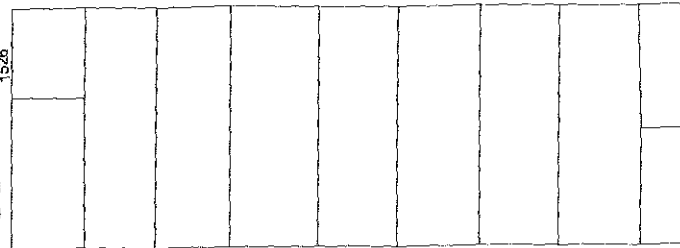


W GRAND AV



W FOREST AV

FRANKLIN ST



1597 1591 1585

CITY OF MUSKEGON
DANGEROUS BUILDING INSPECTION REPORT
1087 W. Grand
PROGRESS INSPECTION 8/1/03

Inspection noted:

1. Siding on home is incomplete.
2. Flashing around windows and channel to lock siding is incomplete.
3. Drywall still needs to be completed. Seal – tape all joists for fire resistive construction. Needs under stair protection when stairways are built to code.
4. Need to provide attic access to both sections of home 22 x 30 inches minimum.
5. Both stairways (interior) have to be rebuilt to comply with MRC 2000 requirements. Both sets of stairs are life safety issues due to improper installation. Headroom incorrect, run-rise, slope profile, guards, handrails and structural framing of stairs are all issues.
6. Basement floor in new section of home has not been addressed – open excavation. Needs site preparation, fill, base, vapor retarder. This also pins lower wall sections from movement of foundation wall. This is critical to the structural integrity of the foundation.
7. Egress window in basement is not complete.
8. Stair opening in floor of new section of home needs to be drawn by engineer for floor truss design for prefabricated wood I joists.
9. Complete all water proofing of foundation.
10. Mechanical sump foundation water system is discharging over public sidewalk.
11. Complete all interior trim, hanging of doors, floor coverings.
12. Electrical panel in basement must be moved to a dry location. (because of the amount of water in basement)
13. The wiring method in the basement will have to be suitable for damp locations. (suitable for damp conditions)

BASED UPON MY RECENT INSPECTION OF THE ABOVE PROPERTY, I HAVE DETERMINED THAT THE STRUCTURE MEETS THE DEFINITION OF A DANGEROUS AND/OR SUBSTANDARD BUILDING AS SET FORTH IN SECTION 4-23 OF THE MUSKEGON CITY CODE.

Henry Faltinowski Lfg
HENRY FALTINOWSKI, BUILDING INSPECTOR

8-11-03
DATE

NOTICE OF HEARING BEFORE THE CITY COMMISSION

DATE: August 15, 2003

1087 W. Grand

(Address of Property)

TO: All owners and interested parties:

Larry & Brenda Davis, P.O. Box 63, Muskegon, MI 49443-0063

Owner

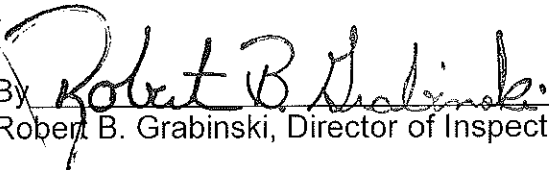
None

(Other interested parties)

On February 6, 2003 the Muskegon Housing Board of Appeals made a determination that the subject property is sub-standard, a public nuisance and a dangerous building under the City Code and ordered that it be repaired or demolished.

The City Commission will hold a hearing on **Tuesday, August 26, 2003** to review the progress on the repairs at the said structure since the last meeting when this case was addressed. You may appear at this hearing at 5:30 p.m. on Tuesday, August 26, 2003, at the Muskegon City Hall, 933 Terrace Street, Muskegon, Michigan, with counsel, if you desire, to present any relevant evidence and arguments concerning the decision to demolish the above structures.

CITY OF MUSKEGON INSPECTIONS DEPT.
FOR THE HOUSING BOARD OF APPEALS

By 
Robert B. Grabinski, Director of Inspections

NOTICE OF CITY COMMISSION DETERMINATION

Date: July 9, 2003

Address of the Property: 1087 W. Grand

Description of the Structure: Lot 7 & S 16 ½ ft. of Grand Ave. abutting same Blk
484

To: Larry & Brenda Davis, P.O. Box 63, Muskegon, MI 49443-0063
[Name & Address of Owner]

None
[Names & Addresses of Other Interested Parties]

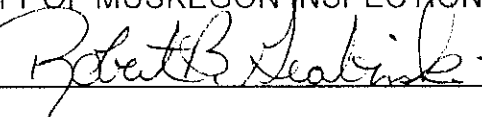
Please take notice that on July 8, 2003, the City Commission determined to table your case for 90 days. This case may be brought back to the commission at the discretion of the Director of Inspections for their concurrence with the order of the Housing Board of Appeals that the above structure is a dangerous building, substandard and a public nuisance after the 90 days. It is hereby ordered that monthly inspections occur with progress reports to the City Commission at their first meetings of August, September and October. The dates and times of the inspections are as follows:

August 1, 2003 @ 10:30 A.M.
August 29, 2003 @ 10:30 A.M.
October 3, 2003 @ 10:30 A.M.

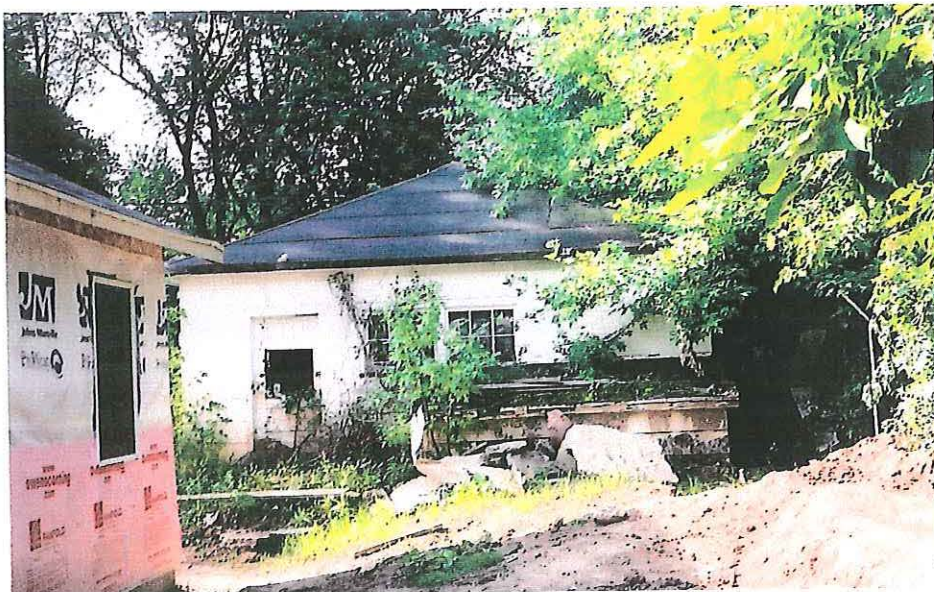
If you disagree with the decision of the City Commission, you have the right to file a petition for superintending control in the Circuit Court for the County of Muskegon within 21 days after the date of mailing of this notice.

CITY OF MUSKEGON INSPECTION DEPARTMENT

By



Robert B. Grabinski, Director of Inspections







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DSC00195.JPG

Memo

DATE: August 26, 2003
TO: Bob Grabinski, Director of Inspections
FROM: Lorraine Grabinski
SUBJECT: 1087 W. Grand

On 8/22/03 Larry and Brenda Davis came into the Inspection Department to inquire on why they couldn't schedule an electrical inspection in addition to the pre-scheduled progress inspections. I got the Director on the radio and asked him about the issue and relayed the information the Davis's had given me. (Ken Murar had conducted the last inspection on 8/1/03 and written up the electrical panel. They didn't understand why it didn't pass. Bob Grabinski told me to go ahead and schedule himself, Don LaBrenz and Phil Baldwin (contractor) for Tuesday, August 26th at 2:30 P.M. I spoke with Larry and Brenda about the date and time. They said that would work for them and they would contact Phil Baldwin to have him be present for the inspection also. The date and time were written down for them and they left the office.

Date: August 26, 2003
To: Honorable Mayor and City Commissioners
From: Engineering
RE: Easement to Consumer Energy
Along Existing Terrace St. (Terrace Plaza)

SUMMARY OF REQUEST:

Consumer Energy is requesting an easement along the easterly line of the revised R-O-W line of Terrace Street from Morris to Shoreline Dr. The easement is needed to extend the necessary power lines to the Edison Landing project in general and to the GVSU building in particular. The proposed power facilities within this easement consist of Ariel lines and poles.

FINANCIAL IMPACT:

None

BUDGET ACTION REQUIRED:

None.

STAFF RECOMMENDATION:

Grant easement with the condition that it will be vacated when the lines are no longer present within.

COMMITTEE RECOMMENDATION:

2003-70(d)

AGREEMENT REGARDING ELETRIC FACILITIES

This Agreement is made as of this 26 day of August, 2003, by and between the **City of Muskegon**, a Michigan public authority and body corporate, Post Office Box 536, Muskegon, MI 49443-0536, "the City", and **Consumers Energy Company**, a Michigan corporation, One Energy Plaza, Jackson, Michigan 49201, "Consumers".

Recitals

A. Consumers will be providing electric service to the Edison Landing site along the section of street formerly known as Terrace Street located northerly of 316 Morris Street in the City of Muskegon.

B. The City desires to have Consumers install its electric facilities within the road right-of-way of the street formerly known as Terrace Street located northerly of 316 Morris Street.

C. Consumers is willing to install its electric facilities within the road right-of-way of the section of street formerly known as Terrace Street located northerly of 316 Morris Street if it will have the same rights and protections as it would have had if it had obtained easements for its facilities.

Agreement

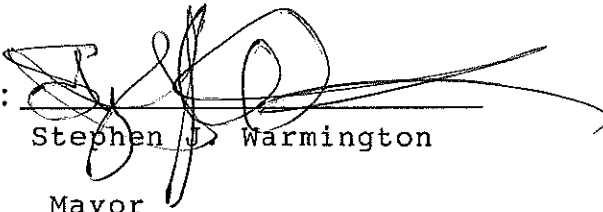
In consideration of the premises and other valuable consideration, the receipt of which is hereby acknowledged, the City and Consumers agree as follows:

1. **Construction of Electric Facilities.** Consumers will construct overhead electric facilities within the road right-of-way of the section of street formerly known as Terrace Street located northerly of 316 Morris Street to provide electric service to the Edison Landing site.

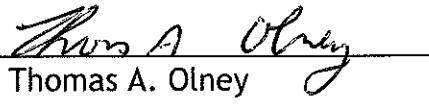
2. **Future Relocation or Modification.** If Consumers is required to relocate or otherwise change its electric facilities or to incur any other additional expense with respect to those facilities that Consumers would not have occurred if it had an easement for the facilities, then the City will reimburse Consumers for the actual cost and expense Consumers incurs. The parties intend that Consumers will have the same rights respecting its electric facilities as it would have had if Consumers had acquired easements for those facilities.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

CITY OF MUSKEGON

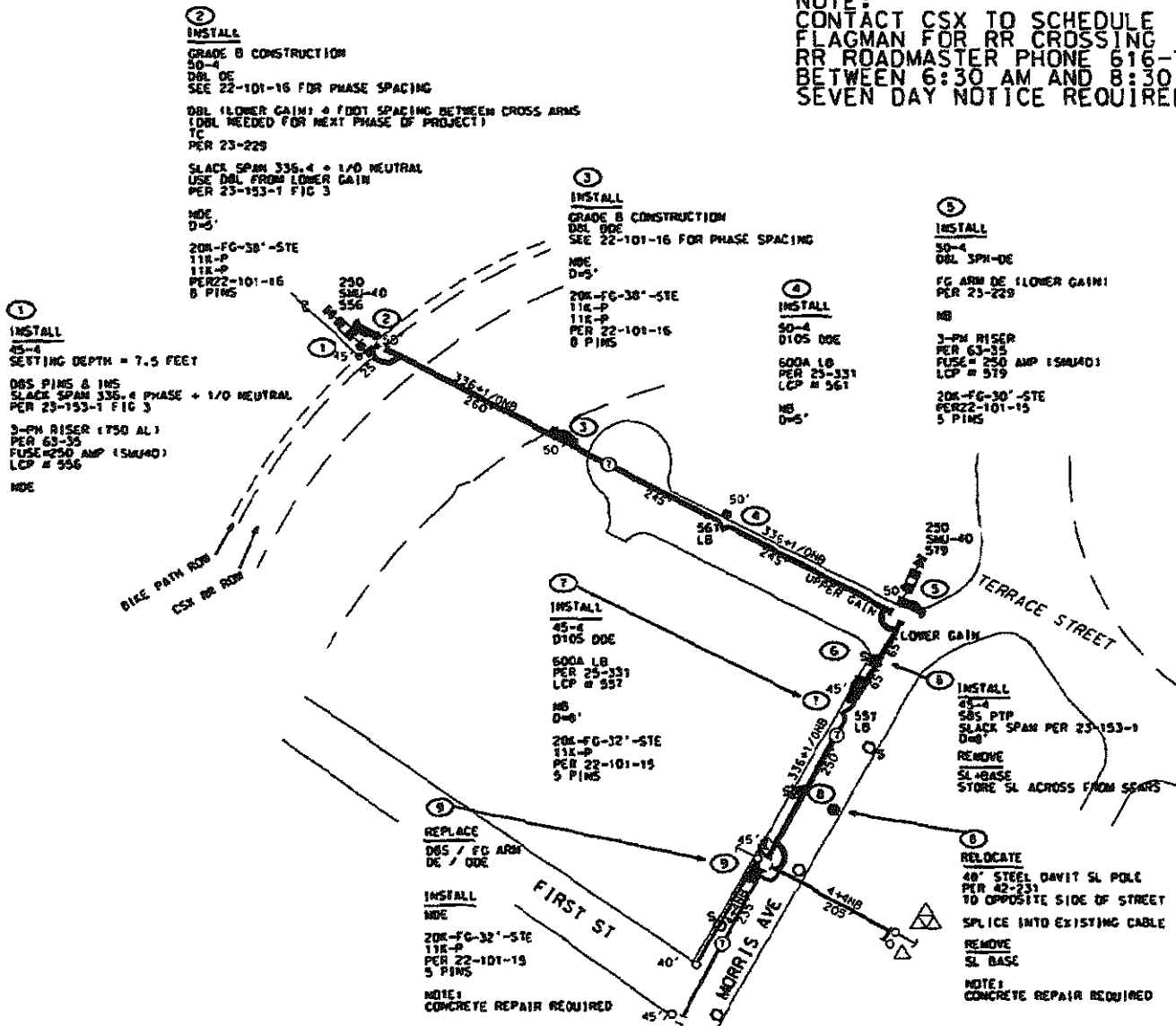
By: 
Stephen J. Warmington
Its Mayor

CONSUMERS ENERGY COMPANY

By: 
Thomas A. Olney
Its Field Manager

NOTE:
CONTACT CSX TO SCHEDULE
FLAGMAN FOR RR CROSSING
RR ROADMASTER PHONE 616-745-2222
BETWEEN 6:30 AM AND 8:30 AM
SEVEN DAY NOTICE REQUIRED

MUSKOGEE CO
CITY OF MUSKOGEE
TIG R15 SEC.8



-CONSTRUCTION CERTIFICATION-
Work was constructed as Engineered or Changed as Indicated.
All Salvageable Material Was Returned to Source.

Signed _____ in Direct Charge of Work

Dates: Started _____ Completed _____

MISS DIG NUMBER: _____ DATE: _____

STAKED	☐ YES ☐ NO		GVSU ROUTE	DATE	08/22/03
TREES	☐ YES ☐ NO			BY	08/22/03
TLM NUMBER	10161942	DESIGNED BY	JFBRACK	DATE	08/22/03
# OF RODS	ONE	APPROVED BY		DATE	
DATE	10/16/94	SHEET	OF	TOTAL	

FOR: MOHAMMED AL-SHAHEL		DATE	08/22/03
GVSU ROUTE		DATE	08/22/03
CITY OF MUSKOGEE		DATE	08/22/03
STATION		DATE	08/22/03
TERRACE		DATE	08/22/03
CITY		DATE	08/22/03

DATE	08/22/03	DATE	08/22/03
DATE	08/22/03	DATE	08/22/03
DATE	08/22/03	DATE	08/22/03
DATE	08/22/03	DATE	08/22/03