

CITY OF MUSKEGON

CITY COMMISSION MEETING

JULY 25, 2000

CITY COMMISSION CHAMBERS @ 5:30 P.M.

AGENDA

- ❑ **CALL MEETING TO ORDER:**
- ❑ **PRAYER:**
- ❑ **PLEDGE OF ALLEGIANCE:**
- ❑ **ROLL CALL:**
- ❑ **PRESENTATION:**
- ❑ **HONORS AND AWARDS:**
- ❑ **CONSENT AGENDA:** Items listed under the Consent Agenda have been considered to be routine in nature and will be enacted in one motion. No separate discussion will be held on these items. If discussion of an item is required, it will be removed from the Consent Agenda and be considered separately.
 - a. Approval of Minutes. CITY CLERK
 - b. Fireworks Display – Sappi Fine Paper, 2400 Lakeshore Drive. CITY CLERK
 - c. MichCon Revised Restrictive Covenants. CITY ATTORNEY
 - d. Forestry Policies Amendments. LEISURE SERVICES
 - e. Arena Computers. LEISURE SERVICES
 - f. Rezoning request for property located at 808 Oak Ave. PLANNING & ECONOMIC DEVELOPMENT
 - g. Alley Vacation in Urban Renewal Plat No. 3, Block Bounded by Getty St., Albert Ave., Mary St., and Ducey Ave. PLANNING & ECONOMIC DEVELOPMENT
 - h. Sale of Non-Buildable Lot in East Muskegon. PLANNING & ECONOMIC DEVELOPMENT
 - i. City / MDOT Agreement for Laketon Avenue, Wood to Getty.

ENGINEERING

- j. Sale of Vacant Land for In-Fill Program. PLANNING & ECONOMIC DEVELOPMENT
- k. Budgeted Purchase of Sewer Lateral Camera. PUBLIC WORKS
- l. Marsh Field Paving Bids. LEISURE SERVICES
- m. Sale of Non-Buildable Lot in Angell Neighborhood. PLANNING & ECONOMIC DEVELOPMENT
- n. Sale of Non-Buildable Lot in Marquette Neighborhood. PLANNING & ECONOMIC DEVELOPMENT
- o. Purchase of 419 W. Delano St. – Seaway Industrial Park. PLANNING & ECONOMIC DEVELOPMENT
- p. Purchase of 437 W. Delano St. – Seaway Industrial Park. PLANNING & ECONOMIC DEVELOPMENT
- q. Purchase of 441 W. Delano St. – Seaway Industrial Park. PLANNING & ECONOMIC DEVELOPMENT
- r. Purchase of 2029 Park St. – Seaway Industrial Park. PLANNING & ECONOMIC DEVELOPMENT
- s. Enterprise Community Citizen Council/CEZ. AFFIRMATIVE ACTION
- t. FY 1998 Local Law Enforcement Block Grant. POLICE
- u. FY 1998 Local Law Enforcement Block Grant. POLICE

❑ PUBLIC HEARINGS:

❑ COMMUNICATIONS:

❑ CITY MANAGER'S REPORT:

❑ UNFINISHED BUSINESS:

- a. SECOND READING, Utility Franchise Ordinance. CITY CLERK
- b. Construction of 4 Houses in Lakeside. PLANNING & ECONOMIC DEVELOPMENT

❑ NEW BUSINESS:

- a. Request for a Planned Unit Development for 700 Terrace Street. (Formerly Teledyne Property) PLANNING & ECONOMIC DEVELOPMENT
- b. Request for amendment to Planned Unit Development for property near Harvey Street, and Oak Avenue. (Mercy-General) PLANNING & ECONOMIC DEVELOPMENT
- c. Concurrence with Housing Board of Appeals Findings and Order for the Following:

1. 582 W. Webster

2. 1867 Hoyt
3. 337 W. Grand
4. 1299 Fourth
5. 1349 Arthur (Garage)
6. 477 E. Apple

d. Campbell Field Bids. LEISURE SERVICES

☐ **ANY OTHER BUSINESS:**

☐ **PUBLIC PARTICIPATION:**

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

☐ **ADJOURNMENT:**

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

Date: July 25, 2000
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 Commission Worksession that was held on Monday, July 10, 2000; and the Regular Commission Meeting that was held on Tuesday, July 11, 2000.

FINANCIAL IMPACT: None.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: Approval of the minutes.

CITY OF MUSKEGON

CITY COMMISSION MEETING

JULY 25, 2000

CITY COMMISSION CHAMBERS @ 5:30 P.M.

MINUTES

The Regular Commission Meeting of the City of Muskegon was held at City Hall, 933 Terrace Street, Muskegon, Michigan at 5:30 p.m., Tuesday, July 25, 2000.

Mayor Nielsen opened the meeting with a prayer after which members of the City Commission and the members of the public joined in reciting the Pledge of Allegiance to the Flag.

ROLL CALL FOR THE REGULAR COMMISSION MEETING

Present: Mayor Fred J. Nielsen; Vice Mayor Scott Sieradzki; Commissioners John Aslakson, Jone Wortelboer Benedict, Robert Schweifler, Clara Shepherd, Lawrence Spataro

Absent: None

2000-072 CONSENT AGENDA: Items listed under the Consent Agenda have been considered to be routine in nature and will be enacted in one motion. No separate discussion will be held on these items. If discussion of an item is required, it will be removed from the Consent Agenda and be considered separately.

a. Approval of Minutes.

CITY CLERK

SUMMARY OF REQUEST: To approve the minutes of the Commission Worksession that was held on Monday, July 10, 2000; and the Regular Commission Meeting that was held on Tuesday, July 11, 2000.

FINANCIAL IMPACT: None

BUDGET ACTION REQUIRED: None

STAFF RECOMMENDATION: Approval of the minutes.

b. Fireworks Display – Sappi Fine Paper, 2400 Lakeshore Drive.

CITY CLERK

SUMMARY OF REQUEST: Steve Franklin is requesting approval of a fireworks display for August 18, 2000. Insurance has been approved by IBEX Enterprises, Inc. Fire Marshall Grabinski has reviewed the request and recommends approval contingent on inspection of the fireworks and approval of the location.

FINANCIAL IMPACT: None

BUDGET ACTION REQUIRED: None

STAFF RECOMMENDATION: Approval, subject to Fire Marshall Grabinski's inspection and approval of insurance.

c. MichCon Revised Restrictive Covenants.

CITY ATTORNEY

SUMMARY OF REQUEST: A Declaration of Restrictive Covenant having to do with a transaction completed in 1997, in which we recorded a restrictive covenant using a legal description for property we did not own. Also an Amended Declaration of Restrictive Covenant and Resolution for another part of the MichCon facility, which will change, by just a few words, the covenant we recorded on the City's property on the lake next to West Michigan Dock and Terrace Point, to assure MichCon that they can enter to carry on remediation activities.

FINANCIAL IMPACT: None

BUDGET ACTION REQUIRED: None

STAFF RECOMMENDATION: Approval

g. Alley Vacation in Urban Renewal Plat No. 3, Block Bounded by Getty St., Albert Ave., Mary St., and Ducey Ave.

PLANNING & ECONOMIC DEVELOPMENT

SUMMARY OF REQUEST: Request for vacation of the north/south alley in Urban Renewal Plat No. 3, block bounded by Getty St., Albert Ave., Mary St., and Ducey Ave. This request is associated with an approved Special Use Permit for a church to be located on Getty St.

FINANCIAL IMPACT: None

BUDGET ACTION REQUIRED: None

STAFF RECOMMENDATION: Staff recommend vacation of the proposed alley with the conditions outlined in the resolution. The Planning Commission recommended vacation of the proposed alley with the conditions outlined in the resolution. The vote was unanimous.

h. Sale of Non-Buildable Lot in East Muskegon.

PLANNING & ECONOMIC DEVELOPMENT

SUMMARY OF REQUEST: To approve the sale of the vacant non-buildable lot designated as map #24-31-33-161-015 to Onesiphorus B. Burrel of 2131 Austin. The lot has 40 feet of frontage and is located between Delano and Hackley Avenue. The parcel is being offered to Mr. Burrel for \$100. There is no other interested adjacent property owner.

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

BUDGET ACTION REQUIRED: None

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

i. City/MDOT Agreement for Laketon Avenue, Wood to Getty.

ENGINEERING

SUMMARY OF REQUEST: To approve the contract with M.D.O.T. for the reconstruction of Laketon Avenue from Wood to Getty and to approve the resolution authorizing the Mayor and City Clerk to sign the contract.

FINANCIAL IMPACT: M.D.O.T. participation is about \$400,000 but not to exceed 81.85% of eligible cost. The estimated total (including engineering) cost of the project is \$565,800.

BUDGET ACTION REQUIRED: The City's share of the cost will come out of the Major Street Fund, as budgeted.

STAFF RECOMMENDATION: That the agreement and resolution be approved.

j. Sale of Vacant Land for In-Fill Program.

PLANNING & ECONOMIC DEVELOPMENT

SUMMARY OF REQUEST: To approve the sale of the vacant lots designated as map number 24-31-21-251-028 and 029 to Tamiaa Scott of 980 Ducey Street. The combined lots have 112.7 feet of frontage and are located on Ducey between Creston and Roberts Streets. The parcel is being offered to Ms. Scott for \$3,500. At the January 11, meeting, the Commission approved the sale of this lot to another buyer, who has since dropped out of the program. Ms. Scott meets the criteria for the In-fill Program and has agreed to the original design of the three-bedroom home with two-stall garage. The approximate square footage of the home is 1,400.

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

BUDGET ACTION REQUIRED: None

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

m. Sale of Non-Buildable Lot in Angell Neighborhood.

PLANNING & ECONOMIC DEVELOPMENT

SUMMARY OF REQUEST: To approve the sale of the vacant non-buildable lot designated as map #24-31-20-339-004 to Annie Fox of 763 Wood Street. The lot has 36 feet of frontage and is located between Myrtle and Oak Avenues. The parcel is being offered to Ms. Fox for \$100. There is no other interested adjacent property owner.

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

BUDGET ACTION REQUIRED: None

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

n. Sale of Non-Buildable Lot in Marquette Neighborhood.

PLANNING & ECONOMIC DEVELOPMENT

SUMMARY OF REQUEST: To approve the sale of the vacant non-buildable lot designated as map #24-31-21-203-008 to Mr. Shane Fairfield of 4238 Squaw Creek. Mr. Fairfield purchased the adjacent buildable lot and intends to construct a single family home within 18 months. The subject parcel is located at the end of the cul-de-sac on Adams Avenue and has 33 feet of frontage. The parcel is being offered to Mr. Fairfield for \$100. There is no other adjacent property owner.

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

BUDGET ACTION REQUIRED: None

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

o. Purchase of 419 W. Delano St. – Seaway Industrial Park.

PLANNING & ECONOMIC DEVELOPMENT

SUMMARY OF REQUEST: To purchase property located at 419 W. Delano Street pursuant to the City of Muskegon goal of creating the Seaway Industrial Park. This request is pursuant to a purchase agreement signed by Mr. Kevin Schmidt, 419 W. Delano Street, Muskegon, Michigan on July 5, 2000. The purchase price is \$38,000.

FINANCIAL IMPACT: Sale of Michigan Urban Land Assembly funds will be used to purchase this property.

BUDGET ACTION REQUIRED: None

STAFF RECOMMENDATION: To grant approval of the resolution consenting to the purchase of 419 W. Delano Street for the development of the Seaway Industrial Park.

p. Purchase of 437 W. Delano St. – Seaway Industrial Park.

PLANNING & ECONOMIC DEVELOPMENT

SUMMARY OF REQUEST: To purchase property located at 437 W. Delano Street pursuant to the City of Muskegon goal of creating the Seaway Industrial Park. This request is pursuant to a purchase agreement signed by Mrs. Jean Johnson, 437 W. Delano Street, Muskegon, Michigan on July 5, 2000. The purchase price is \$53,000.

FINANCIAL IMPACT: State of Michigan Urban Land Assembly funds will be used to purchase this property.

BUDGET ACTION REQUIRED: None

STAFF RECOMMENDATION: To grant approval of the resolution consenting to the purchase of 437 W. Delano Street for the development of the Seaway Industrial Park.

q. Purchase of 441 W. Delano St. – Seaway Industrial Park.

PLANNING & ECONOMIC DEVELOPMENT

SUMMARY OF REQUEST: To purchase property located at 441 W. Delano Street pursuant to the City of Muskegon goal of creating the Seaway Industrial Park. This request is pursuant to a purchase agreement signed by Mr. Bill Twining, 441 W. Delano Street, Muskegon, Michigan on July 11, 2000. The purchase price is \$31,500.

FINANCIAL IMPACT: State of Michigan Urban Land Assembly funds will be used to purchase this property.

BUDGET ACTION REQUIRED: None

STAFF RECOMMENDATION: To grant approval of the resolution consenting to the purchase of 441 W. Delano Street for the development of the Seaway Industrial Park.

r. Purchase of 2029 Park St. – Seaway Industrial Park.

PLANNING & ECONOMIC DEVELOPMENT

SUMMARY OF REQUEST: To purchase property located at 2029 Park Street pursuant to the City of Muskegon goal of creating the Seaway Industrial Park. This request is pursuant to a purchase agreement signed by Adam Wilson, 2029 Park Street, Muskegon, Michigan on June 30, 2000. The purchase price is \$44,000.

FINANCIAL IMPACT: State of Michigan Urban Land Assembly funds will be used to purchase this property.

BUDGET ACTION REQUIRED: None

STAFF RECOMMENDATION: To grant approval of the resolution consenting to the purchase of 2029 Park Street for the development of the Seaway Industrial Park.

t. FY 1998 Local Law Enforcement Block Grant.

POLICE

SUMMARY OF REQUEST: Police Department staff request that the Commission approve the use of FY 1998 Local Law Enforcement Grant money to purchase 100 Safariland holsters (Model 6280). These are duty holsters to be worn with our uniforms. These particular holsters are known as Level II safety holsters. They provide added security for the officers especially in cases where officers are involved in altercations. The design of this particular holster greatly reduces the chance that the officers' gun will be removed against his/her will and used against the officer or other members of the community.

FINANCIAL IMPACT: None

BUDGET ACTION REQUIRED: \$8,500.00 in grant money to be utilized for this purchase. Nye Uniform of Grand Rapids, Michigan submitted the low bid. Money from the FY 1998 LLEBG must be expended no later than September 30, 2000.

STAFF RECOMMENDATION: Based upon safety considerations, staff recommends that the Commission authorize the purchase of these holsters.

u. FY 1998 Local Law Enforcement Block Grant.

POLICE

SUMMARY OF REQUEST: Police Department staff request that the Commission approves the use of FY 1998 Local Law Enforcement Grant (LLEBG) money to purchase 15 Sony digital cameras and 2 Sony video cameras. The digital cameras will be utilized by patrol officers, community police officers, detectives and traffic officers. The video cameras will be used for recording crime scenes and for traffic accident reconstruction. The digital cameras will be stored in the police vehicles. Having the cameras accessible will allow the officer to record a scene immediately, with no delay involved for either the officer or the community.

This camera package includes protective cases, 3 printers, and compact discs for photo storage and supporting software.

Motion by Commissioner Spataro, second by Commissioner Benedict to adopt the Consent Agenda as read with the exception of items (d), (e), (f), (k), (l) and (s).

ROLL VOTE: Ayes: Shepherd, Sieradzki, Spataro, Aslakson, Benedict, Nielsen, Schweifler

Nays: None

ADOPTED

2000-073 ITEMS REMOVED FROM CONSENT:

d. Forestry Policies Amendments.

LEISURE SERVICES

SUMMARY OF REQUEST: To adopt the amended Forestry Department Policies.

FINANCIAL IMPACT: Added a cost for the removal of good or marginal trees.

BUDGET ACTION REQUIRED: None

STAFF RECOMMENDATION: Approval

Motion by Vice Mayor Sieradzki, second by Commissioner Aslakson to adopt the amended Forestry Department Policies.

ROLL VOTE: Ayes: Sieradzki, Spataro, Aslakson, Benedict, Nielsen, Schweifler, Shepherd

Nays: None

ADOPTED

e. Arena Computers.

LEISURE SERVICES

SUMMARY OF REQUEST: To purchase computers and software for the arena ticketing area.

FINANCIAL IMPACT: Approximately \$10,000.

BUDGET ACTION REQUIRED: None

STAFF RECOMMENDATION: Approval

Motion by Commissioner Benedict, second by Commissioner Spataro to approve the purchase of computers and software for the arena ticketing area.

ROLL VOTE: Ayes: Spataro, Aslakson, Benedict, Nielsen, Schweifler, Shepherd, Sieradzki

Nays: None

ADOPTED

f. Rezoning request for property located at 808 Oak Ave.

PLANNING & ECONOMIC DEVELOPMENT

SUMMARY OF REQUEST: Request to rezone property located at 808 Oak Ave., at the NE corner of Oak Ave. and Getty St., from R-1, Single-Family Residential and OSC, Open Space Conservation to B-4, General Business.

FINANCIAL IMPACT: None

BUDGET ACTION REQUIRED: None

STAFF RECOMMENDATION: Staff recommends denial of the request due to lack of compliance with the future land use map and Master Land Use Plan, or if the City Commission is comfortable with the range of B-4 uses for the corner portion of the property, that only the existing greenhouse site be rezoned and the rest of the site would remain R-1 and OSC. The Planning Commission concurred with staff's recommendation to deny the request. The vote was unanimous.

Motion by Commissioner Spataro, second by Commissioner Shepherd to deny the request to rezone property located at 808 Oak Avenue from R-1 to B-4.

ROLL VOTE: Ayes: Aslakson, Benedict, Nielsen, Schweifler, Shepherd, Sieradzki, Spataro

Nays: None

ADOPTED

k. Budgeted Purchase of Sewer Lateral Camera.

PUBLIC WORKS

SUMMARY OF REQUEST: Approval to purchase one sewer camera kit from Gregware Equipment Company for \$8,371.10. This kit includes:

1. 1.7" color camera with 4" skid.
2. 6" & 8" skids.
3. 200' cable reel and stand.
4. Command Module & Monitor TV/VCR.
5. Gator Receiver & bag.

FINANCIAL IMPACT: \$8,371.10 from sewer equipment purchases.

BUDGET ACTION REQUIRED: None, \$9,500 was budgeted for 2000.

STAFF RECOMMENDATION: Approve purchase of one Gator Cam II kit from Gregware Equipment Company.

Motion by Commissioner Aslakson, second by Commissioner Spataro to approve the purchase of one sewer camera kit from Gregware Equipment company for \$8,371.10.

ROLL VOTE: Ayes: Benedict, Nielsen, Schweifler, Shepherd, Sieradzki, Spataro, Aslakson

Nays: None

ADOPTED

I. Marsh Field Paving Bids.

LEISURE SERVICES

SUMMARY OF REQUEST: To award a contract to Asphalt Paving for paving the parking lot at Marsh Field.

FINANCIAL IMPACT: \$77,466

BUDGET ACTION REQUIRED: None, funded through CDBG.

STAFF RECOMMENDATION: Approve

Motion by Vice Mayor Sieradzki, second by Commissioner Spataro to award the contract to Asphalt Paving for the parking lot at Marsh Field.

ROLL VOTE: Ayes: Schweifler, Shepherd, Sieradzki, Spataro, Aslakson
Nays: Nielsen, Benedict

ADOPTED

s. Enterprise Community Citizen Council/CEZ.
AFFIRMATIVE ACTION

SUMMARY OF REQUEST: To approve the recommendations for the Enterprise Community Citizen's Council.

FINANCIAL IMPACT: None

BUDGET ACTION REQUIRED: None

STAFF RECOMMENDATION: Staff recommends approval.

Motion by Commissioner Aslakson, second by Commissioner Schweifler to approve the recommendations for the Enterprise Community Citizen's Council.

ROLL VOTE: Ayes: Schweifler, Sieradzki, Spataro, Aslakson
Nays: Shepherd, Benedict, Nielsen

ADOPTED

CITY MANAGER'S REPORT:

City Manager Bryon Mazade indicated that the Housing Commission is ready for the separation to be completed. It was decided that there should be a Special Commission Meeting on August 1, 2000 to review the paperwork.

2000-074 UNFINISHED BUSINESS:

a. SECOND READING, Utility Franchise Ordinance.
CITY CLERK

SUMMARY OF REQUEST: Adoption of an ordinance for Quest Energy utility franchise within the City of Muskegon.

FINANCIAL IMPACT: None

BUDGET ACTION REQUIRED: None

STAFF RECOMMENDATION: Approval of the request.

Motion by Commissioner Aslakson, second by Commissioner Spataro approve the ordinance for Quest Energy utility franchise within the City of Muskegon

ROLL VOTE: Ayes: Sieradzki, Spataro, Aslakson, Benedict, Nielsen, Schweifler, Shepherd
Nays: None

ADOPTED

b. Construction of 4 Houses in Lakeside.

PLANNING & ECONOMIC DEVELOPMENT

SUMMARY OF REQUEST: At the last City Commission meeting, this item was presented, and additional information regarding possible environmental concerns was brought forward. The City Attorney was particularly concerned about the statements being made that the site may be a facility, as defined by the Michigan Department of Environmental Quality (MDEQ). Although staff had no knowledge of this prior to the meeting, we feel that these statements may have influenced the Commission to vote against the item. Therefore, staff has researched the environmental concerns with the MDEQ and found that the site is not a facility. However, due to the information staff has indicating that a greenhouse was previously on the site, we will send a letter to the purchaser of the property, indicating that we have such information, and recommending that the purchaser have a Baseline Environmental Assessment completed for the property. This letter will be sent prior to our closing on the property. In light of this information, staff requests that the City Commission reconsiders this item.

FINANCIAL IMPACT: Construction of the additional two homes fronting Harrison will generate additional tax revenue for the City.

BUDGET ACTION REQUIRED: None

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

Motion by Commissioner Spataro, second by Commissioner Aslakson to approve the construction of four homes to be built on the lot.

Motion and second withdrawn.

No other action taken on this item.

2000-075 NEW BUSINESS:

**a. Request for a Planned Unit Development for 700 Terrace Street.
(Formerly Teledyne Property)**

PLANNING & ECONOMIC DEVELOPMENT

SUMMARY OF REQUEST: Request for a Planned Unit Development for the former Teledyne property, for a mixed-use development, containing offices, retail, condominiums and a marina. The request is from Lakefront Development, L. L. C.

FINANCIAL IMPACT: None

BUDGET ACTION REQUIRED: None

STAFF RECOMMENDATION: Staff recommends approval of the PUD provided that the conditions listed in the resolution are met. The Planning Commission recommended approval of the PUD, with the conditions listed on the resolution. The vote was unanimous.

Motion by Commissioner Aslakson, second by Commissioner Spataro to approve the request for a Planned Unit Development for the former Teledyne property and the site plans with the conditions recommend by the Planning Commission.

ROLL VOTE: Ayes: Aslakson, Benedict, Nielsen, Schweifler, Shepherd, Sieradzki, Spataro

Nays: None

ADOPTED

b. Request for amendment to Planned Unit Development for property near Harvey Street, and Oak Avenue. (Mercy-General)

PLANNING & ECONOMIC DEVELOPMENT

SUMMARY OF REQUEST: Request to amend the Planned Unit Development for Mercy General Health Partners – Oak Campus for a senior housing development to be located on the campus, containing 89 senior apartments and 41 assisted living apartments, plus services (salon, library, etc.). The request is from Mercy Continuing Care.

FINANCIAL IMPACT: None

BUDGET ACTION REQUIRED: None

STAFF RECOMMENDATION: Staff recommends approval of the PUD amendment provided that the conditions listed in the resolution are met. The Planning Commission recommended approval of the PUD amendment, with the conditions listed on the resolution. The vote was unanimous.

Motion by Commissioner Benedict, second by Commissioner Spataro to amend the Planned Unit Development for Mercy General Health Partners-Oak Campus for a senior housing development with conditions as recommended by the Planning Commission.

ROLL VOTE: Ayes: Benedict, Nielsen, Schweifler, Shepherd, Sieradzki, Spataro, Aslakson

Nays: None

ADOPTED

c. Concurrence with Housing Board of Appeals Findings and Order for the Following:

1. 582 W. Webster
2. 1867 Hoyt
3. 337 W. Grand
4. 1299 Fourth
5. 1349 Arthur (Garage)
6. 477 E. Apple

SUMMARY OF REQUEST: This is to request City Commission concurrence with the findings of the Housing Board of Appeals that the structures are unsafe, substandard and a public nuisance and that they be demolished within thirty (30) days.

It is further requested that administration be directed to obtain bids for demolition of the structures and the Mayor and City Clerk be authorized and directed to execute a contract for demolition with the lowest responsible bidder.

FINANCIAL IMPACT: (582 W. Webster) The cost of demolition will be paid with CDBG funds.

BUDGET ACTION REQUIRED: (582 W. Webster) None

STAFF RECOMMENDATION: (582 W. Webster) This property is located on Webster Avenue where Ninth Street intersects. The owner is Residential Funding Corporation in San Diego California.

A dangerous building inspection of this property was conducted on November 24, 1997 following receipt of a complaint. The condition justified the issuance of a notice and order to repair or demolish on December 4, 1997. The case was referred to the Housing Board of Appeals on February 5, 1998 because the owner made no attempt to correct the violations stated in the order.

No one appeared at the meeting on behalf of the owner and the Board found the property to be unsafe, substandard and a public nuisance and ordered it demolished.

It is estimated that the cost of bringing the property into compliance with City codes would be in the range of \$16,000 - \$21,000.

FINANCIAL IMPACT: (1867 Hoyt) The cost of demolition will be paid with CDBG funds.

BUDGET ACTION REQUIRED: (1867 Hoyt) None

STAFF RECOMMENDATION: (1867 Hoyt) This single-family dwelling is located on Hoyt Street between Holbrook and Laketon. Scott Barr owns the property.

A dangerous building inspection was done on April 3, 2000 which revealed the structure(s) were in need of repair. A Notice and Order was sent on April 3, 2000. On April 24, 2000 notice was sent to the Mortgage Company.

On May 22, 2000, Notice of Hearing was sent. The Housing Board of Appeals heard the case on June 1, 2000. The Board declared unsafe, substandard, a public nuisance and ordered it to be demolished. Finding of facts and order was sent out on June 5, 2000. To this date, there has been no contact with the owner.

Estimated cost to repair is \$15,000.00.

FINANCIAL IMPACT: (337 W. Grand) The cost of demolition will be paid with CDBG funds.

BUDGET ACTION REQUIRED: (337 W. Grand) None

STAFF RECOMMENDATION: (337 W. Grand) This two-unit apartment building is located on W. Grand Avenue between Seventh Street and Sixth Street. The owner is Ed Houghtaling.

The property has been ticketed four times for renting with out a certificate of compliance and failure to maintain the exterior of the structure(s). A final notice to repair was sent on October 29, 1999. A dangerous building inspection was conducted on April 4, 2000, a notice and order was sent on April 5, 2000. Notice was sent to Mortgage companies on April 21, 2000. This property was discussed at the Housing Board of Appeals meeting on June 1, 2000. The Board found the building to be unsafe, substandard and a public nuisance. To this date, there has been no contact with the owner.

Attached are copies of a map showing the approximate location of the property. Pictures of the dwelling, tickets that were issued, final notice defect list dated November 17, 1999, dangerous building inspection report dated April 4, 2000, notice and order dated April 5, 2000, notice to mortgage companies dated April 21, 2000, notice of hearing dated May 22, 2000, HBA meeting minutes, and the finding of facts and order dated May 5, 2000.

Estimated cost to repair is \$12,000.00.

FINANCIAL IMPACT: (1299 Fourth) The cost of demolition will be paid with CDBG funds.

BUDGET ACTION REQUIRED: (1299 Fourth) None

STAFF RECOMMENDATION: (1299 Fourth) This property is located on Fourth Street between Mason and Strong. It was a rental unit owned by Ed Backing.

On November 26, 1996 a civil infraction hearing took place before Judge Pittman for failing to maintain the structure(s) at 1299 Fourth Street. Mr. Backing pleaded responsible for repairing the violations. A payment plan was to be agreed upon with the courts. Since then there has been no repairs made and the structure has been vacant. Six tickets have been issued since the hearing in 1996. An inspection done in 1997 revealed that the violations still existed and an injunction relief was requested. A dangerous building inspection was conducted on April 4, 2000 which revealed the structure to be in desperate need of repair. A notice and order was sent on April 5, 2000. There had been no contact with the owner and no repairs had been made so the case was heard by the Housing Board of Appeals on June 1, 2000 and the Board found the structure to be unsafe, substandard, a public nuisance and ordered it to be demolished. To this date there has still been no contact with the owner.

Estimated cost to repair is \$18,000.00.

FINANCIAL IMPACT: (1349 Arthur) The cost of demolition will be paid with CDBG funds.

BUDGET ACTION REQUIRED: (1349 Arthur) None

STAFF RECOMMENDATION: (1349 Arthur) This garage is located between Catherine and Isabella. The owner is Mr. John Thomas.

The garage was burnt and the roof collapsed in July of 1999.

On March 15, 2000 a dangerous building inspection was conducted and revealed that no repairs had been made to the garage. A notice and order to repair or demolish was sent on March 17, 2000. There had been no contact with the owner and the case was heard before the Housing Board of Appeals on May 4, 2000.

The owner and/or a representative did not attend the meeting and the Board found the garage to be unsafe, substandard, a public nuisance and ordered it to be demolished. A finding of facts and order was sent on May 9, 2000. To this date, there has been no contact with the owner.

Attached are copies of a map showing the location of the property, pictures of the structure, the dangerous building inspection report dated March 15, 2000, the notice and order dated March 17, 2000, Notice of hearing dated May 1, 2000, minutes to the May 4, 2000 meeting, and the finding of facts and order dated May 9, 2000.

Estimated cost of repair is \$2,500.00.

FINANCIAL IMPACT: (477 E. Apple) The cost of demolition will be paid with CDBG funds.

BUDGET ACTION REQUIRED: (477 E. Apple) None

STAFF RECOMMENDATION: (477 E. Apple) This single family dwelling is located near Williams Street. It is one of three homes in a row that are dangerous buildings.

This property was previously owned by BK Properties who sold the property to Phyllis Bartee.

An inspection was conducted on April 5, 2000 which revealed this dwelling to be dangerous. A Notice and Order was sent on April 5, 2000. On April 23, 2000 the Inspections Department received a title search that revealed the property was sold on a Sheriffs deed to WMV Mortgage. Notice was sent to them on April 24, 2000. There had been no contact with the owner and the case was heard before the Housing Board of Appeals on June 1, 2000.

No one attended the meeting on behalf of the owner and the Board found the building to be unsafe, substandard, a public nuisance and ordered it to be demolished. The findings of fact and order was sent on June 5, 2000.

Attached are copies of the map showing the location of the property, pictures of the building, the building inspection report, Notice and Order dated April 5, 2000 and April 24, 2000, Notice of hearing, the Boards minutes of the June 1, 2000 meeting and the Finding of Facts and Order.

Estimated cost to repair is \$15,000.00.

Motion by Commissioner Shepherd, second by Commissioner Spataro to concur with the Housing Board of Appeals that the structures are unsafe, substandard and a public nuisance and that they be demolished within 30 days.

ROLL VOTE: Ayes: Nielsen, Schweifler, Shepherd, Sieradzki, Spataro, Aslakson, Benedict
Nays: None

ADOPTED

d. Campbell Field Bids.
LEISURE SERVICES

SUMMARY OF REQUEST: To award a contract to Nationwide Fence and Supply for the Campbell Field Renovation project, but to negotiate with them to reduce the total project cost to under \$400,000.

FINANCIAL IMPACT: \$400,000

BUDGET ACTION REQUIRED: None, grant match provided in the 2000 budget.

STAFF RECOMMENDATION: Approve

Motion by Commissioner Spataro, second by Commissioner Schweifler to award a contract to Nationwide Fence and Supply for the Campbell Field Renovation project and to negotiate with them to reduce the total project cost to under \$400,000.

ROLL VOTE: Ayes: Schweifler, Shepherd, Sieradzki, Spataro, Aslakson, Benedict, Nielsen

Nays: None

ADOPTED

ANY OTHER BUSINESS:

Commissioner Benedict reminded the Commission that there will be a D.A.R.E. walk on Thursday, July 27 beginning at 9:00 a.m. The walk will start at the Sears store in the mall. Everyone is welcome to join the effort.

Commissioner Shepherd praised the Fire Department for their action on a burning house in her neighborhood.

Commissioner Aslakson spoke regarding a fire on Seventh Street.

PUBLIC PARTICIPATION:

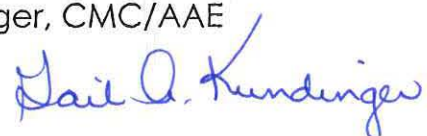
Comments were heard from the public.

ADJOURNMENT:

The Regular Commission Meeting was adjourned at 7:50 p.m.

Respectfully submitted,

Gail A. Kunding, CMC/AEE
City Clerk



Date: July 25, 2000
To: Honorable Mayor and City Commissioners
From: Gail A. Kunding, City Clerk
**RE: Fireworks Display – Sappi Fine Paper,
2400 Lakeshore Drive**

SUMMARY OF REQUEST: Steve Franklin is requesting approval of a fireworks display for August 18, 2000. Fire Marshall Grabinski has reviewed the request and recommends approval contingent on inspection of the fireworks and approval of the insurance.

FINANCIAL IMPACT: None.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: Approval, subject to Fire Marshall Grabinski's inspection and approval of insurance.

APPLICATION

FOR FIREWORKS DISPLAY PERMIT

Act 358, P.A. 1968

DATE OF APPLICATION

7-17-00

 1. TYPE OF DISPLAY: ☒ Public Display ☐ Agricultural Pest Control

2. APPLICANT

NAME OF PERSON <i>Summit Pyrotechnics</i>	ADDRESS <i>2866 Vandenberg Rd.</i>	AGE: Must be 21 or over
IF A CORPORATION: Name of President	ADDRESS	

3. PYROTECHNIC OPERATOR

NAME <i>Steve Franklin</i>	ADDRESS <i>2866 Vandenberg Rd.</i>	AGE: Must be 21 or over
EXPERIENCE:		
NUMBER OF YEARS <i>15</i>	NUMBER OF DISPLAYS <i>200+</i>	WHERE <i>All around U.S.A.</i>

NAMES OF ASSISTANTS:

NAME	ADDRESS	AGE
NAME	ADDRESS	AGE

4. NON-RESIDENT APPLICANT

NAME	ADDRESS	
Name of Michigan Attorney or Resident Agent	ADDRESS	TELEPHONE NUMBER

5. EXACT LOCATION OF PROPOSED DISPLAY

2400 Lakeshore Drive on Barge and Land

DATE <i>8-18-00 (Rain Date 8-19-00)</i>	TIME <i>Dark</i>
--	---------------------

6. NUMBER AND KINDS OF FIREWORKS TO BE DISPLAYED

10 - 12"

10 - 10"

80 - 8"

280 - 6"

280 - 5"

1200 3"

Aerial shells

RECEIVED

JUL 17 2000

City Clerks Office

MANNER & PLACE OF STORAGE PRIOR TO DISPLAY

Shipped to site day of show.

(Subject to Approval of Local Fire Authorities)

7. FINANCIAL RESPONSIBILITY

 A. AMOUNT OF BOND OR INSURANCE
(to be set by municipality)

\$ 1,000,000.

B. BONDING CORPORATION OF INSURANCE COMPANY: NAME

ADDRESS

ACORD. CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YY) 07/17/00
PRODUCER Dolliff, Inc. Insurance 6465 Wayzata Blvd., Suite 850 St. Louis Park MN 55426 Phone: 612-593-7400 Fax: 612-593-7444		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
INSURED Summit Pyrotechnics Inc. Steve Franklin 2866 Vandenberg Road Muskegon MI 49444		INSURERS AFFORDING COVERAGE INSURER A: Gainsco Insurance Company INSURER B: INSURER C: INSURER D: INSURER E:

COVERAGES

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

TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☒ OCCUR ☒ \$5,000 Deductible ☐ Per Occurrence GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PROJ. ☒ LOC	GPP155657	06/15/00	06/01/01	EACH OCCURRENCE \$ 1,000,000 FIRE DAMAGE (Any one fire) \$ 100,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPROP AGG \$ 2,000,000
AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ RENTED AUTOS ☐ NON-OWNED AUTOS				COMBINED SINGLE LIMIT (EA accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
GARAGE LIABILITY ☐ ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
EXCESS LIABILITY ☐ OCCUR ☐ CLAIMS MADE ☐ DEDUCTIBLE ☐ RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
OTHER				

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS
 * Includes limit per display-See attached addendum

CERTIFICATE HOLDER	ADDITIONAL INSURED; INSURER LETTER:	CANCELLATION
Suppi Fine Paper North America 2400 Lakeshore Dr. Muskegon MI 49441	SUPPFI	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. John G.B. Allen

ACORD 28-S (7/97)

©ACORD CORPORATION 1988

P.2/2

JUL 17 00 01:32PM DOLLIF INS

Summit Pyrotechnics, Inc.
2866 Vandenberg Road
Muskegon, MI 49444

ADDENDUM

County of Muskegon and the City of Muskegon and all elected and appointed, all employees and volunteers, all board commissions or authorities and their board members, employees and volunteers are named as Additional Insureds with respect to Pyrotechnic Display August 18, 2000 Pyrotechnic Display at 2400 Lakeshore Drive

2000-72(b)
PERMIT
FOR FIREWORKS DISPLAY
Act 358, P.A. 1968

This permit is not transferable. Possession of this permit by the herein named person will authorize him to possess, transport and display fireworks in the amounts, for the purpose, and at the place listed below only.

TYPE OF DISPLAY: ☒ PUBLIC DISPLAY ☐ AGRICULTURAL PEST CONTROL

ISSUED TO:

NAME Steve Franklin

ADDRESS 2866 Vandenberg

AGE

REPRESENTING

NAME OF ORGANIZATION, GROUP, FIRM OR CORPORATION

Sappi Fine Paper

ADDRESS 2400 Lakeshore Drive

NUMBER & TYPES OF FIREWORKS:

10 - 12" aerial Shells 280 - 6"

10 - 10" 280 - 5"

80 - 8" 1200 - 3"

DISPLAY:

EXACT LOCATION

2400 Lakeshore Drive on barge and land

CITY, VILLAGE, TOWNSHIP

DATE

8-18-00

TIME

Dark

BOND OR INSURANCE FILED: ☒ YES ☐ NO AMOUNT \$1,000,000.00

ISSUED BY:

Issued by action of the MUSKEGON CITY COMMISSION

(council, commission, board)

of the CITY

(city, village, township)

of MUSKEGON

(name of city, village, township)

on the 25th day of July, 2000 19

Fred J. Nielsen
Fred J. Nielsen, Mayor

(signature & position of council, commission or board representative)

July 14, 2000

Ms. Gail Kunding
City Clerk
City Hall
Muskegon, MI 49443

Re: MichCon - corrected and revised restrictive covenants
100-949-SM(8)

Dear Gail:

Enclosed is a Declaration of Restrictive Covenant (Corrected) which should be placed before the City Commission on its next agenda. It has to do with a transaction completed in 1997, in which we recorded a restrictive covenant using a legal description for property we did not own. This one is fairly simple and should not cause any concern.

Also enclosed is an Amended Declaration of Restrictive Covenant and Resolution for the same meeting on another part of the MichCon facility, which will change, by just a few words, the covenant we recorded on the City's property on the lake next to West Michigan Dock and Terrace Point, to assure MichCon that they can enter to carry on remediation activities

Could you reserve a little agenda item for these? Thank you.

Yours truly,

G. Thomas Johnson
Direct Dial: 231.722.5400
Fax: 231.728.2206
Internet Address: gtj@parmenterlaw.com

GTJ/mh

Enclosures

G. Thomas Johnson
George D. Van Epps
John M. Briggs, III
Michael L. Rolf
George W. Johnson
W. Brad Groom

John C. Schrier
Christopher L. Kelly
Linda S. Kaare
Philip M. Stoffan
William J. Meier

James R. Scheuerle
Keith L. McEvoy
Anna K. Urick
Scott R. Sewick
Jennifer L. Hylland
Jeffery A. Jacobson

Of Counsel
Thomas J. O'Toole
Eric J. Fauri

Retired
Robert L. Forsythe
Arthur M. Rude
Harold M. Street

Paul T. Sorensen
1920-1966
George A. Parmenter
1903-1993
Cyrus M. Poppen
1903-1996

CITY OF MUSKEGON
RESOLUTION NO. 2000-72(c1)

RESOLUTION TO CORRECT RESTRICTIVE COVENANT

The MichCon/Lakey Facility

The City Commission of the City of Muskegon hereby resolves:

1. That the City previously imposed a restrictive covenant on certain lands then owned by the City by a covenant recorded on November 6, 1997, at Liber 2036, Pages 667 through 672, Muskegon County Register of Deeds. The instrument that was recorded contained a legal description which erroneously included land not owned by the City.
2. The City Commission hereby resolves to correct the erroneous Restrictive Covenant by recording a covenant with the correct legal description, excluding the area erroneously described. The corrected Restrictive Covenant is attached to this resolution.
3. The Mayor and Clerk are authorized to execute the Corrected Declaration of Restrictive Covenant and cause it to be recorded.

THIS RESOLUTION ADOPTED

AYES Shepherd, Sieradzki, Spataro, Aslakson, Benedict, Nielsen,
Schweifler

NAYS None

CITY OF MUSKEGON

By Gail A. Kunderger
Gail A. Kunderger, Clerk

CERTIFICATE

STATE OF MICHIGAN
COUNTY OF MUSKEGON

I hereby certify that the foregoing is a true and complete copy of a resolution adopted at a meeting of the City Commissioners of the City of Muskegon, Michigan, held on the 25th day of July, 2000, and that the minutes of the meeting are on file in the office of the City Clerk and are available to the public. Public notice of the meeting was given pursuant to and in compliance with Act 267, Public Acts of Michigan, 1976.



Gail A. Kunderger, City Clerk

DECLARATION OF RESTRICTIVE COVENANT

(CORRECTED)

This Restrictive Covenant has been recorded with the Muskegon Register of Deeds for the purpose of protecting public health, safety and welfare, and the environment. This document is recorded solely for the purpose of correcting the legal description contained in a Restrictive Covenant recorded by the City of Muskegon on November 6, 1977, at Liber 2036, Pages 667 through 672. No other change is made. The correction is necessary to remove from the legal description land not owned by the City at the time of recording or at any time up to and including the date of recording of this correcting instrument.

Michigan Consolidated Gas Company (MichCon) has received approval from the Michigan Department of Environmental Quality (MDEQ) dated June 1, 1995, for a Remedial Action Plan (RAP) that includes land use-based cleanup criteria as defined and set forth in Section 20120a(2), of Part 201 of the Natural Resources and Environmental Protection Act (NREPA), 1994 PA 451, as amended, MCL 324.20101 et seq., for the environmental remediation associated with the property located in the City of Muskegon, County of Muskegon, more particularly described as:

See Attachment A for legal description of Property (Property)

See Attachment B for a survey of the Property subject to land-use restrictions

Property Tax ID Numbers of Property: 61-31-19-400-016.

As used herein, the term "Owner" shall mean at any given time the then current title holder of the Property.

NOW THEREFORE, the City of Muskegon, of 933 Terrace Street, Muskegon, Michigan 49440, pursuant to Section 20120b(4) of NREPA and the Administrative Order by Consent for Response Activity (Agreement) to be entered by and between MichCon, West Michigan Dock and Market Corporation, the City of Muskegon and the MDEQ (AOC-ERD-7/13/95), hereby imposes the following restrictions on the Property:

1. The uses of the Property are restricted to any of the following: (1) Uses consistent with the exposure assumptions identified in the risk assessment contained in the RAP and supporting information dated November 22, 1996 (hereinafter "Supporting Information:"); (2) other use that is consistent with the assumptions and basis of the cleanup criteria established pursuant to Section 20120a; (3) uses consistent with other criteria subsequently established pursuant to Section 20120a(1) or 20120a(2); (4) uses determined to be acceptable according to paragraphs 3(A)(i) and 3(A)(ii) of this restrictive covenant; or, (5) other use approved by the MDEQ.

Cleanup criteria and associated land use descriptions are located in the Government Documents section of the State of Michigan Library.

2. Activities at the Property that may interfere with the remedial action, operation and maintenance, monitoring, or other measures necessary to assure the effectiveness and integrity of the remedial action described in the RAP and the Agreement are prohibited. The asphalt, any building foundations and clean soil fill (hereinafter "Site Cap") placed over the contaminated soils comprise an exposure barrier to contaminated subsurface soils as defined in the RAP and are to be inspected and maintained as provided in the RAP and the Agreement.

3. Activities at the Property that may result in unacceptable exposures or that would result in the release of a hazardous substance which was contained as part of the remedial action are prohibited.

3(A) The subsurface soils and groundwater beneath the Site Cap on the Property, constructed in accordance with the RAP, contain hazardous substances, including volatile, semivolatile, and heavy metal compounds, at concentrations that present a potential threat to public health if exposure occurs.

3(A)(i) With respect to the future use(s) of the Property, the owner shall conduct an appropriate evaluation of the potential risks from exposure to contaminants identified in the RAP as present in the subsurface soils and groundwater, if those uses would result in exposures other than those addressed in the Risk Assessment contained in the RAP and Supporting Information in order to assure that unacceptable exposure to contaminants does not occur. The evaluation shall be consistent with Section 20120a of Part 201 of NREPA. Appropriate control measures that are identified to prevent unacceptable exposure shall be incorporated into the construction plans and implemented.

3(A)(ii) Notwithstanding the provisions of paragraph #3 construction in and occupancy of areas that are above the as built elevations of the Site Cap are allowed. Structures on the Property are allowed without the risk evaluation, so long as the areas capable of being occupied (including but not limited to basements, etc.) are entirely above the elevation of the Site Cap. Construction of foundations, utilities, and related structural components of buildings on the property and subsequent maintenance thereof, may penetrate the approved Site Cap into areas of existing contaminated soil without such risk evaluation, so long as such activity does not interfere with implementation of the RAP and Agreement and repair to the Site Cap is completed in a timely fashion. The elevations to be used as reference points for construction, to be completed in compliance with this section, are those established by the as-built drawings for the Site Cap that are on file with MDEQ and the City of Muskegon Engineering Department. A health and safety plan shall be developed for persons involved in subsurface construction and maintenance activities to assure protection of workers pursuant to all applicable worker safety laws.

3(B) All contaminated surface and subsurface soils found on the Property must be managed in accordance with the requirements of Section 20120c of NREPA and other applicable state and federal laws.

3(C) Any use of groundwater beneath the Property is prohibited.

4. Owner shall notify MDEQ of the Owner's intent to convey an interest in the Property, no less than 14 days prior to consummating the conveyance. Notice to the MDEQ will not be required for leasing of space unless breaching of the Site Cap may occur by the tenant. A conveyance of title, an easement, or other interest in the Property shall not be consummated by the owner without adequate and complete provision for compliance with the terms and conditions of the Restrictive Covenant.

5. The City of Muskegon hereby grants to the MDEQ and its designated representatives the right to enter the Property at reasonable times for the purpose of determining and monitoring compliance with the RAP, including the right to take samples, inspect the operation of the remedial action measures and inspect records.

6. The City of Muskegon and its designated representatives reserve the right to enter the Property at reasonable times and on reasonable notice to maintain the Site Cap and conduct monitoring pursuant to the RAP and the Agreement.

7. The City of Muskegon retains, for itself and its designated representatives, and MichCon the right to enter the Property at reasonable times and on reasonable notice to implement response activities pursuant to the RAP and the Agreement.

8. The Owner shall install and maintain a permanent notice, that has received approval by the MDEQ, in the on-site facilities managers office which describes the restricted area and the nature of the prohibitions specified herein and includes the Liber and page numbers of this Restrictive Covenant as recorded with the Muskegon County Register of Deeds. The Owner shall notify any person that engages in activities that may breach the Site Cap that hazardous substances exist beneath the Property and shall provide, upon request by such person, the RAP with the risk assessment and Supporting Information.

The state may enforce the restrictions set forth in this Restrictive Covenant by legal action in a court of appropriate jurisdiction.

The restrictions shall run with the Property and shall be binding upon all owners, successors, lessees or assigns and their authorized agents, employees, or persons acting upon their direction and control, and shall continue until the MDEQ or its successor approves modifications or rescission of this Restrictive Covenant.

If any provision of this Restrictive Covenant is held to be invalid by any court of competent jurisdiction, the invalidity of such provision shall not affect the validity of any other provisions hereof. All such other provisions shall continue unimpaired in full force and effect.

The undersigned person executing this Restrictive Covenant on behalf of the City of Muskegon represents and certifies that he or she is duly authorized and has been empowered to execute and deliver this Restrictive Covenant.

IN WITNESS WHEREOF, the City of Muskegon has caused this Declaration of Restrictive Covenant (Corrected) to be executed on this 25th day of July, 2000.

Signed in the presence of:

Angie Berdinka
Angie Berdinka
Linda Potter
Linda Potter

CITY OF MUSKEGON

By Fred J. Nielsen
Fred J. Nielsen, Mayor

By Gail A. Kunding
Gail A. Kunding, Clerk

STATE OF MICHIGAN
COUNTY OF MUSKEGON

The foregoing instrument was acknowledged before me on July 31, 2000, by Fred J. Nielsen, Mayor, and Gail A. Kunding, Clerk, of the City of Muskegon, pursuant to the authority of the City Commission.

Linda S. Potter
Linda S. Potter
Notary Public, Muskegon County, Michigan
My commission expires: 9-25-02

PREPARED BY AND WHEN
RECORDED RETURN TO:
G. Thomas Johnson
Parmenter O'Toole
175 W. Apple Avenue
P. O. Box 786
Muskegon, MI 49443-0786
Telephone: 231/722-1621

ATTACHMENT A

Legal Description of the Property

(Corrected)

That part of Lot 4 of Block 563 of the Revised Plat of 1903, City of Muskegon, Muskegon County, Michigan described as follows: Commencing at the Southeast corner of Lot 2 of said Block 563; thence North 39°01'00" West (recorded as North 39°47' West) along the Southwesterly line of First Street 226.60 feet for POINT OF BEGINNING, said point being 70.00 feet Northwesterly of the Southeast corner of said Lot 1; thence continue North 39°01'00" West 18.26 feet; thence North 61°44'00" West along a line which is 36.00 feet, measured at right angles, Southerly of and parallel to the Northeasterly line of said Block 563 (also being 66.00 feet, measured at right angles, Southerly of and parallel to the South most line Terrace Plaza Condominium as recorded in Liber 1124, Page 179 to 222 inclusive, Muskegon County Records) a distance of 389.87 feet to the Easterly line of Lot 10 of said Block 563; thence South 27°38'19" West along said Easterly line 25.00 feet, thence South 61°44'00" East 282.72 feet (recorded as South 62°30' East 268.5 feet); thence South 69°58'30" East 118.16 feet to Point of Beginning, EXCEPT that part above described located in Lot 1 of Block 563.

Survey Map of the Property Subject to
this Restrictive Covenant (Map dated
March 8, 1995, Moore & Bruggink Project
No. 956010.1).

Drive Approach Detail
1" = 40'

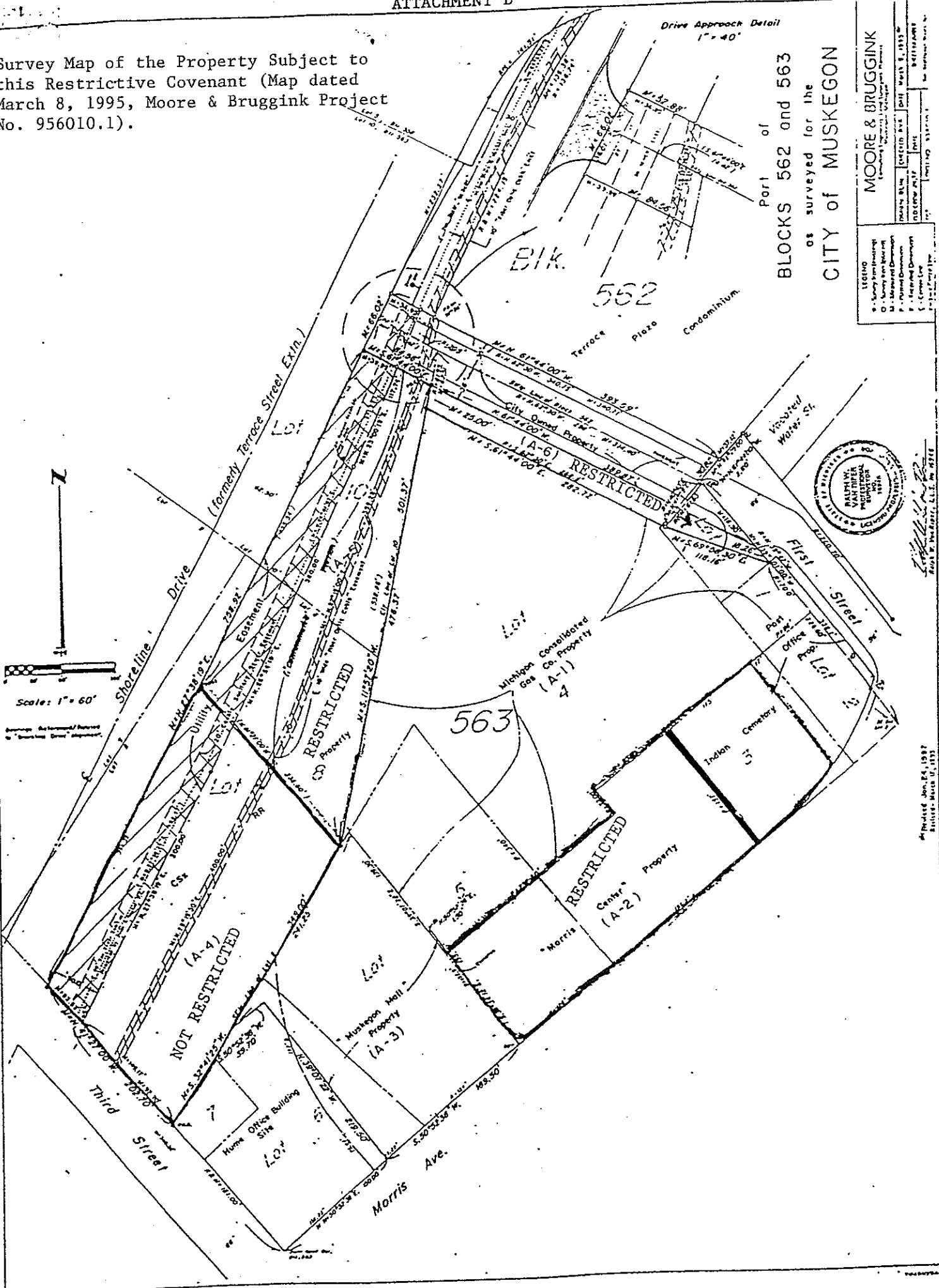
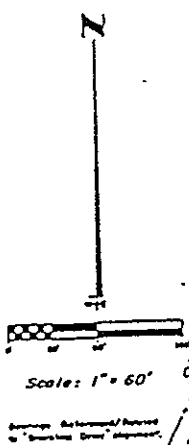
Part of
BLOCKS 562 and 563
as surveyed for the
CITY of MUSKEGON

MOORE & BRUGGINK
 CONSULTING ENGINEERS

[illegible]

84501 W. Van Buren, L.L.S. Am. 4906

1. **WALTER JOHNSON, 1917**
 2. **Archibald Macdonald, 1913**



CITY OF MUSKEGON
RESOLUTION NO. 2000-72(c2)

**RESOLUTION TO IMPOSE AN AMENDED RESTRICTIVE COVENANT
ON CERTAIN CITY LANDS**

The MichCon/Lakey Facility

The City Commission of the City of Muskegon hereby resolves:

1. That the City previously imposed a restrictive covenant on certain lands owned by the City on Shoreline Drive, running to Muskegon Lake, located adjacent to the property owned by West Michigan Dock Corporation on the southwest and Dudley Corporation on the northeast. The said Covenant should be amended to allow access by Michigan Consolidated Gas Company for maintenance of the Soil Cover and monitoring pursuant to a Remedial Action Plan and Administrative Order by Consent. A legal description of the property is attached to the form of amended restrictive covenant which is, in turn, attached to this resolution.
2. The City Commission further authorizes that the Amended Declaration of Restrictive Covenant be imposed and recorded without the consent of the easement holder on the property, as authorized by the easement document recorded at Liber 1389, Page 763, on April 28, 1987, with the Muskegon County Register of Deeds.
3. The Mayor and Clerk are authorized to execute the Amended Declaration of Restrictive Covenant and cause it to be recorded. The City Manager is authorized to execute the notice to the easement holder and have it recorded.

THIS RESOLUTION ADOPTED

AYES Shepherd, Sieradzki, Spataro, Aslakson, Benedict, Nielsen,
Schweifler

NAYS None

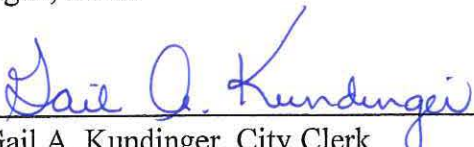
CITY OF MUSKEGON

By Gail A. Kundinger
Gail A. Kundinger, Clerk

CERTIFICATE

STATE OF MICHIGAN
COUNTY OF MUSKEGON

I hereby certify that the foregoing is a true and complete copy of a resolution adopted at a meeting of the City Commissioners of the City of Muskegon, Michigan, held on the 25th day of July, 2000, and that the minutes of the meeting are on file in the office of the City Clerk and are available to the public. Public notice of the meeting was given pursuant to and in compliance with Act 267, Public Acts of Michigan, 1976.



Gail A. Kunderinger, City Clerk

AMENDED DECLARATION OF RESTRICTIVE COVENANT

MDEQ Reference No.: RC-ERD-/97-021

This Amended Declaration of Restrictive Covenant has been recorded with the Muskegon Register of Deeds for the purpose of protecting public health, safety and welfare, and the environment. **It is amended only in Paragraph 6, to afford Michigan Consolidated Gas Company access to the property for the purposes described therein. This document amends the Declaration recorded at Liber 2291, Pages 154 -157.**

Michigan Consolidated Gas Company (MichCon) has received approval from the Michigan Department of Environmental Quality (MDEQ) dated June 1, 1995, for a Remedial Action Plan (RAP) that includes land use-based cleanup criteria as defined and set forth in Section 20120a(2), of Part 201 of the Natural Resources and Environmental Protection Act (NREPA), 1994 PA 451, as amended, MCL 324.20101 et seq, for the environmental remediation associated with the property located in the City of Muskegon, County of Muskegon, more particularly described as:

See Attachment A for legal description of Property (Property).

Property Tax ID Number of Property: 61-31-19-300-010

As used herein, the term "Owner" shall mean at any given time the then current title holder of the Property.

NOW, THEREFORE, the City of Muskegon, of 933 Terrace Street, Muskegon, Michigan 49440, pursuant to Section 20120b(4) of NREPA and the Administrative Order by Consent for Response Activity (Agreement) to be entered by and between MichCon, the City of Muskegon and the MDEQ (AOC-ERD-7/13/95), hereby imposes the following restrictions on the Property:

1. The uses of the Property are restricted to any of the following: (1) uses consistent with the exposure assumptions identified in the risk assessment contained in the RAP and supporting information dated November 22, 1996 (hereinafter "Supporting Information"); (2) other use that is consistent with the assumptions and basis of the cleanup criteria established pursuant to Section 20120a; (3) uses consistent with other criteria subsequently established pursuant to Section 20120a(1) or 20120a(2); (4) uses determined to be acceptable according to paragraphs 3(A)(i) and 3(A)(ii) of this restrictive covenant; or, (5) other use approved by the MDEQ.

Cleanup criteria and associated land use descriptions are located in the Government Documents section of the State of Michigan Library.

2. Activities at the Property that may interfere with the remedial action, operation and maintenance, monitoring, or other measures necessary to assure the effectiveness and integrity of the remedial action described in the RAP and the Agreement are prohibited. The Soil Cover, required by the RAP and previously placed on the Property, comprises an exposure barrier to prevent direct contact with subsurface soils, as defined in the RAP, and is to be inspected and maintained as provided in the RAP and the Agreement. Copies of the engineering drawings which depict the depth of the Soil Cover are available in the offices of the MDEQ, ERD office serving Muskegon County and the City of Muskegon Engineering Department (Terrace Point Marina, Grading and Storm Sewer Plan, the WBDC Group, Drawing Numbers C3.1 and C3.2, dated April 10, 1989).

3. Activities at the Property that may result in unacceptable exposures or that would result in the release of a hazardous substance which was contained as part of the remedial action are prohibited.

3(A) The subsurface soils and groundwater beneath the Soil Cover on the Property contain hazardous substances, including volatile, semi-volatile, and heavy metal compounds, at concentrations that present a potential threat to public health if exposure occurs.

3(A)(i) With respect to the future use(s) of the Property, the owner shall conduct an appropriate evaluation of the potential risks from exposure to contaminants identified in the RAP as present in the subsurface soils and groundwater, if those uses would result in exposures other than those addressed in the Risk Assessment contained in the RAP and Supporting Information, in order to assure that unacceptable exposure to contaminants does not occur. The evaluation shall be consistent with Section 20120a of Part 201 of NREPA. Appropriate control measures that are identified to be necessary to prevent unacceptable exposure shall be incorporated into the construction plans and implemented.

3(A)(ii) Notwithstanding the provisions of paragraph #3, construction in and occupancy of areas that are above the as built elevations of the Soil Cover are allowed. Structures on the Property are allowed without the risk evaluation, so long as the areas capable of being occupied (including but not limited to basements, etc.) are entirely above the elevation of the Soil Cover. Construction of foundations, utilities, and related structural components of buildings on the Property and subsequent maintenance thereof, may penetrate the approved Soil Cover into areas of existing contaminated soil without such risk evaluation, so long as such activity does not interfere with implementation of the RAP and Agreement and repair to the Soil Cover is completed in a timely fashion, and so long as any utility manhole used in connection with such structural component is located outside of any building structure. The elevations to be used as reference points for construction, to be completed in compliance with this section, are those established by the as-built drawings for the Soil Cover that are on file with MDEQ and the City of Muskegon Engineering Department. A health and safety plan shall be developed for persons involved in subsurface construction and maintenance activities to assure protection of workers pursuant to all applicable worker safety laws.

3(B) All contaminated surface and subsurface soils found on the Property must be managed in accordance with the requirements of Section 20120c of NREPA and other applicable state and federal laws.

3(C) Any use of groundwater beneath the Property is prohibited.

4. Owner shall notify MDEQ of the Owner's intent to convey an interest in the Property, no less than fourteen (14) days prior to consummating the conveyance. Notice to the MDEQ will not be required for leasing of space unless breaching of the Soil Cover may occur by the tenant. A conveyance of title, an easement, or other interest in the Property shall not be consummated by the owner without adequate and complete provision for compliance with the terms and conditions of this Restrictive Covenant.

5. The City of Muskegon hereby grants to the MDEQ and its designated representatives the right to enter the Property at reasonable times for the purpose of determining and monitoring compliance with the RAP, including the right to take samples, inspect the operation of the remedial action measures and inspect records.

6. The City of Muskegon and its designated representatives reserve the right, and the City also reserves unto MichCon and its representatives the right, to enter the Property at reasonable times and on reasonable notice to maintain the Soil Cover and conduct monitoring pursuant to the RAP and the Agreement.

7. The City of Muskegon retains, for itself and its designated representatives, and MichCon, the right to enter the Property at reasonable times and on reasonable notice to implement response activities pursuant to the RAP and the Agreement.

The state may enforce the restrictions set forth in this Restrictive Covenant by legal action in a court of appropriate jurisdiction.

The restrictions shall run with the Property and shall be binding upon all owners, successors, lessees or assigns and their authorized agents, employees, or persons acting upon their direction and control, and shall continue until the MDEQ or its successor approves modifications or rescission of this Restrictive Covenant.

If any provision of this Restrictive Covenant is held to be invalid by any court of competent jurisdiction, the invalidity of such provision shall not affect the validity of any other provisions hereof. All such other provisions shall continue unimpaired in full force and effect.

The undersigned persons executing this Restrictive Covenant on behalf of the City of Muskegon represent and certify that they are duly authorized and have been empowered to execute and deliver this Restrictive Covenant.

IN WITNESS WHEREOF, the City of Muskegon has caused this Restrictive Covenant to be executed on this 25th day of July, 2000

Signed in the presence of:

Angie Berdinka
Angie Berdinka
Linda S. Potter
Linda S. Potter

CITY OF MUSKEGON

By Fred J. Nielsen
Fred J. Nielsen, Mayor

By Gail A. Kundingen
Gail A. Kundingen, Clerk

**STATE OF MICHIGAN
COUNTY OF MUSKEGON**

The foregoing instrument was acknowledged before me on July 31, 2000, by Fred J. Nielsen, Mayor, and Gail M. Kundingen, Clerk, of the City of Muskegon, pursuant to the authority of the Muskegon City Commission.

Linda S. Potter
Linda S. Potter
Notary Public, Muskegon County, Michigan
My commission expires: 9-25-02

PREPARED BY AND WHEN
RECORDED RETURN TO:
G. Thomas Johnson
Parmenter O'Toole
175 W. Apple Avenue
Muskegon, MI 49443-0786
Telephone: 231/722-1621

ATTACHMENT A

Legal Description of the Property

That part of Lot 10 of Block 563 of the Revised Plat of 1903 of the City of Muskegon, as recorded in Liber 3 of Plats, Page 71, Muskegon County, Michigan, described as follows: Commencing at the intersection of the Northeasterly line of Terrace Street, being the Southwesterly line of Block 557 of said Revised Plat, extended to the centerline of vacated Water Street; thence North 62 degrees 44 minutes 00 seconds West along the Northeasterly line of Terrace Street extended 381.45 feet; thence westerly along the Northerly line of said Terrace Street along the arc of 302.48 foot radius curve to the left a distance of 269.86 feet to the Northeasterly line of Lot 5 of Block 558 of said Revised Plat of 1903 (the long chord of said curve bears North 88 degrees 17 minutes 30 seconds West 261.00 feet, the central angel of said curve is 51 degrees 07 minutes 00 seconds); thence continue Westerly along the Northerly line of said Terrace Street along the arc of said 302.48 foot radius curve to the left a distance of 207.65 feet (the long chord of said curve bears South 46 degrees 29 minutes 00 seconds West 203.60 feet, the central angle of said curve is 39 degrees 20 minutes 00 seconds); thence South 26 degrees 49 minutes 00 seconds West along the Northerly line of said Terrace Street 328.10 feet to POINT OF BEGINNING of this description; thence continue South 26 degrees 49 minutes 00 seconds West along the Northerly line of Terrace Street 205.00 feet to the Southwesterly line of said Lot 10 of Block 563; thence North 52 degrees 44 minutes 35 seconds West along said Southwesterly line 872.00 feet; thence North 43 degrees 27 minutes 45 seconds West along said Southwesterly line 109.50 feet; thence North 83 degrees 23 minutes 50 seconds East 271.44 feet; thence South 63 degrees 11 minutes 00 seconds East 435.00 feet, thence South 38 degrees 11 minutes 00 seconds East 330.00 feet to point of beginning. Containing 4.75 acres.

**NOTICE OF IMPOSITION OF
AMENDED DECLARATION OF RESTRICTIVE COVENANT**

TO: DUDLEY CORPORATION
2920 Business One Drive
Kalamazoo, MI 49001

You are hereby notified that the City of Muskegon has recorded an Amended Declaration of Restrictive Covenant on the property described in the attached legal description, upon which property you are the owner of an easement for certain activities. It amends the covenant previously recorded at Liber 2291, Pages 154-157. The sole purpose of the amendment is to clarify that Michigan Consolidated Gas Company and its representatives may enter the property to perform environmental activities as required by their Remedial Action Plan and an agreement with the State of Michigan Department of Environmental Quality, and to maintain the Soil Cover. The imposition of this Amended Declaration of Restrictive Covenant and the recordation thereof are done pursuant to Section 9 of the Grant of Easement, recorded at Liber 1389, Page 763, on April 28, 1987, in the Muskegon County Register of Deeds. The Amended Declaration of Restrictive Covenant is recorded at Liber _____, Muskegon County Records, Page _____. The property is located in a "facility" as defined in Part 201 of the Natural Resources and Environmental Protection Act of the State of Michigan.

Date: 7-31, 2000.

WITNESSES

Gloria Coburn
Gloria Coburn
JoAnn Krukowski
JoAnn Krukowski
STATE OF MICHIGAN
COUNTY OF MUSKEGON

CITY OF MUSKEGON

By Bryon L. Mazade
Bryon L. Mazade, City Manager

The foregoing instrument was acknowledged before me on July 31, 2000, by Bryon L. Mazade, City Manager of the City of Muskegon, pursuant to the authority of the Muskegon City Commission.

Linda S. Potter
Linda S. Potter
Notary Public, Muskegon County, Michigan
My commission expires: 7-25-02

DRAFTED BY AND WHEN
RECORDED RETURN TO:
G. Thomas Johnson
Parmenter O'Toole
175 W. Apple Avenue
Muskegon, MI 49443-0786
Telephone: 231/722-1621

ATTACHMENT A

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Commission Meeting Date: July 25, 2000

Date: July 13, 2000
To: Honorable Mayor and City Commissioners
From: Planning & Economic Development
RE: Alley Vacation in Urban Renewal Plat No. 3, Block Bounded by Getty St., Albert Ave., Mary St., and Ducey Ave.

SUMMARY OF REQUEST:

Request for vacation of the north/south alley in Urban Renewal Plat No. 3, block bounded by Getty St., Albert Ave., Mary St., and Ducey Ave. This request is associated with an approved Special Use Permit for a church to be located on Getty St.

FINANCIAL IMPACT:

None

BUDGET ACTION REQUIRED:

None

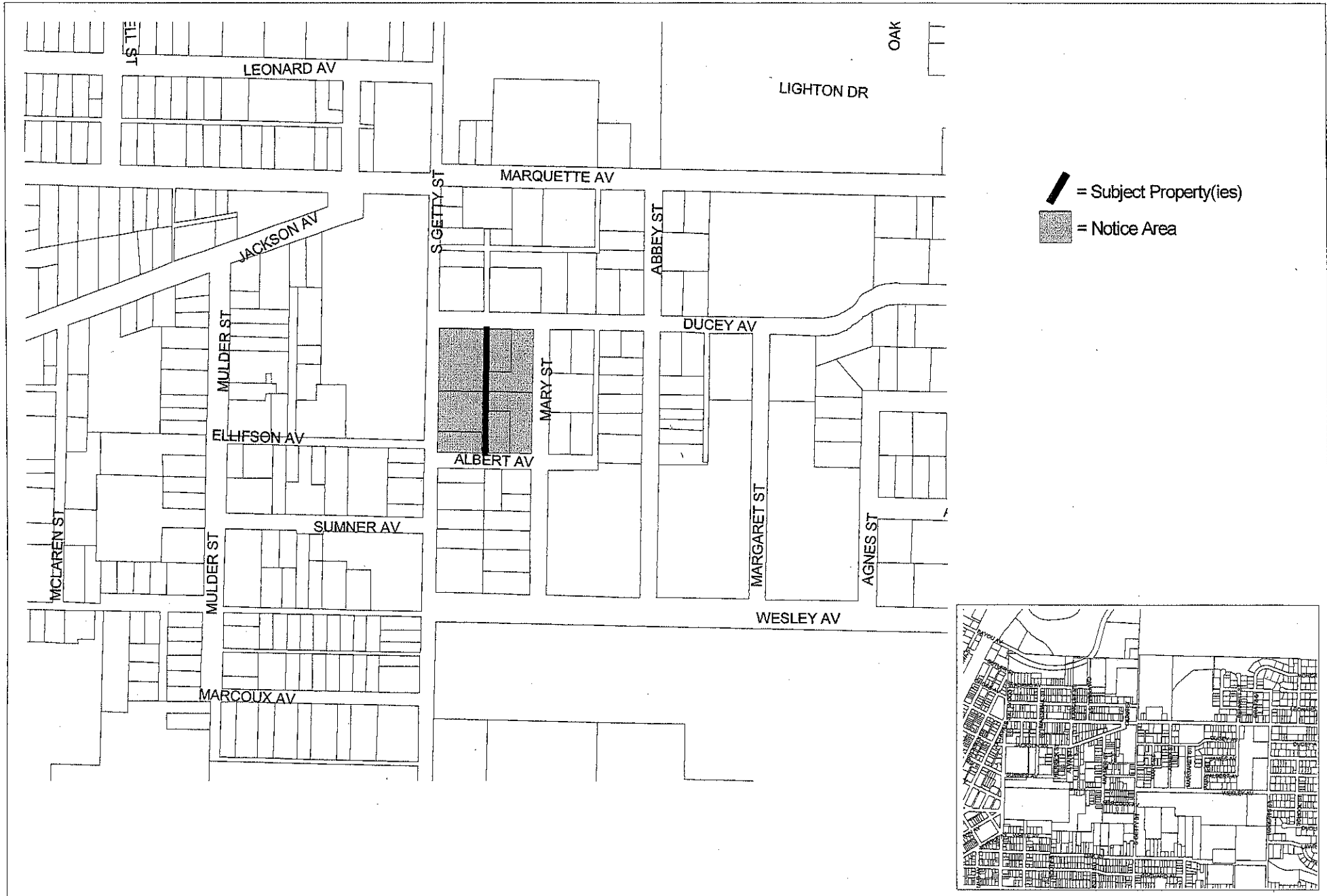
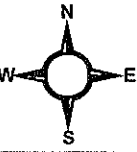
STAFF RECOMMENDATION:

Staff recommends vacation of the proposed alley with the conditions outlined in the attached resolution.

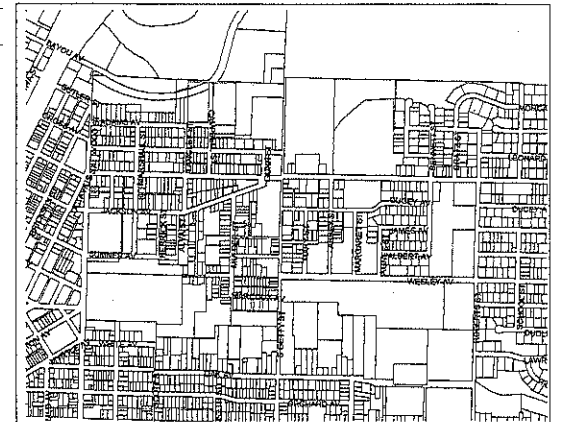
COMMITTEE RECOMMENDATION:

The Planning Commission recommended vacation of the proposed alley with the conditions outlined in the attached resolution. The vote was unanimous.

City of Muskegon
Planning Commission
Case #2000-26



600 0 600 1200 Feet



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

July 12, 2000

Hearing; Case 2000-26: Request for vacation of the north/south alley in Urban Renewal Plat No. 3, block bounded by Getty St., Albert Ave., Mary St. and Ducey Ave., by Lighthouse Tabernacle Church.

BACKGROUND

This request is part of the application by Lighthouse Tabernacle Church for a Special Use Permit, which was conditionally approved at the June meeting. The alley currently splits the block in half, and would not allow Lighthouse Tabernacle to build their proposed church building. The alley does not physically exist. There are no utilities currently located in the alley. The Fire Marshal and the Department of Public Works have no objections to vacating the alley. The City Engineer also does not object, as long as the conditions outlined below are attached to the vacation. Staff spoke to the applicant's architect and they have revised the site plan so that no structure will sit on top of the vacated alley area. The City Commission approved the sale of the additional property to the church at their 6/27 meeting, conditional upon the alley vacation being approved.

CITY OF MUSKEGON

RESOLUTION 2000-72(g)

RESOLUTION TO VACATE A PUBLIC ALLEY

WHEREAS, a petition has been received to vacate the alley in Urban Renewal Plat No. 3, block bounded by Getty St., Albert Ave., Mary St. and Ducey Ave., City of Muskegon; and

WHEREAS, the Planning Commission held a public hearing on July 12, 2000 to consider the petition and subsequently recommended the vacation; and

WHEREAS, due notice had been given of said hearing as well as the July 25, 2000 City Commission meeting to consider the recommendation of the Planning Commission;

NOW, THEREFORE, BE IT RESOLVED that the City Commission deems it advisable for the public interest to vacate and discontinue the alley;

BE IT FURTHER RESOLVED that the City Commission does hereby declare the said alley vacated and discontinued provided, however, that this action on the part of the City Commission shall not operate so as to conflict with fire access or the utility rights heretofore acquired by the City or by any public service utility in the City of Muskegon, operating in, over and upon said portion of alley hereby vacated, and it is hereby expressly declared that such rights shall remain in full force and effect.

BE IT FURTHER RESOLVED that after any maintenance and repair by the City, the city shall restore the disturbed area to the grade and paving in existence at the time of vacation. The City shall not be responsible to replace special planting, landscaping, fences or any structure. No structure shall be placed in the easement which, in the sole judgment of the City, will interfere with the repair, installation or maintenance of utilities in the easement, public or private.

BE IT FURTHER RESOLVED that the following conditions are applied:

1. The City reserves the rights to enter the area for any reason deemed necessary by the City including but not limited to installation of new mains and/or services.
2. No structures will be erected on that area, except for a paved surface.
3. The area will not be considered part of any parcel for the purpose of establishing required setbacks.

Adopted this 25th day of July, 2000.

Ayes: Shepherd, Sieradzki, Spataro, Aslakson, Benedict, Nielsen,
Schweifler

Nays: None

Absent: None

By: Fred J. Nielsen
Fred J. Nielsen, Mayor

Attest: Gail A. Kunding
Gail A. Kunding, Clerk

CERTIFICATION

I hereby certify that the foregoing constitutes a true and complete copy of a resolution adopted by the City Commission of the City of Muskegon, County of Muskegon, Michigan, at a regular meeting held on July 25, 2000.

Gail Kunding
Gail Kunding, CMC/AE
Clerk, City of Muskegon

Commission Meeting Date: July 25, 2000

Date: July 11, 2000
To: Honorable Mayor & City Commissioners
From: Planning & Economic Development
RE: Sale of Non-Buildable Lot in East Muskegon

SUMMARY OF REQUEST:

To approve the sale of the vacant non-buildable lot designated as map # 24-31-33-161-015 to Onesiphorus B. Burrel of 2131 Austin. The lot has 40 feet of frontage and is located between Delano and Hackley Avenue. The parcel is being offered to Mr. Burrel for \$100. There is no other interested adjacent property owner.

FINANCIAL IMPACT:

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

BUDGET ACTION REQUIRED:

None.

STAFF RECOMMENDATION:

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

COMMITTEE RECOMMENDATION:

None.

Resolution No. 2000-72(h)

MUSKEGON CITY COMMISSION

RESOLUTION APPROVING THE SALE OF A NON-BUILDABLE LOT IN EAST MUSKEGON FOR \$100.

WHEREAS, Onesiphorus B. Burrel has deposited \$100 for map # 24-31-33-161-015, for the subject parcel located between Delano and Hackley Avenues;

WHEREAS, the sale would relieve the City of further maintenance costs;

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

NOW THEREFORE BE IT RESOLVED, that map # 24-31-33-161-015 be sold to the above-mentioned buyer.

(Welworth Lot 117)

Adopted this 25th day of July, 2000

Ayes: Shepherd, Sieradzki, Spataro, Aslakson, Benedict, Nielsen,
Schweifler

Nays: None

Absent None

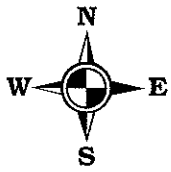
By: Fred J. Nielsen
Fred J. Nielsen, Mayor

Attest: Gail Kunding
Gail Kunding, Clerk

CERTIFICATION

I hereby certify that the foregoing constitutes a true and complete copy of a resolution adopted by the City Commission of the City of Muskegon, County of Muskegon, Michigan at a regular meeting held on July 25, 2000.

By: Gail Kunding
Gail Kunding, Clerk



Delano Ave.

map# 24-31-33-161-015

Getty Ave.

Continental St.

Austin St.

Valley St.

Hackley Ave.

2131



QUIT-CLAIM DEED

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

QUIT CLAIMS to **ONESIPHORUS B. BURREL**, of **212 SCHOOL**, Muskegon, MI 49442

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

WELWORTH LOT 117

for the sum of One Hundred (\$100) Dollars.

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

Dated this 25th day of July 2000

Signed in the presence of:

Angie Berdinka
Angie Berdinka
Linda S. Potter
Linda S. Potter

CITY OF MUSKEGON
By Fred J. Nielsen
Fred J. Nielsen, Its Mayor
and Gail A. Kunding
Gail A. Kunding, Its Clerk

STATE OF MICHIGAN
COUNTY OF MUSKEGON

The foregoing instrument was acknowledged before me this 31st day of July 2000, by FRED J. NIELSEN and GAIL A. KUNDINGER, Mayor and Clerk, respectively, of the CITY OF MUSKEGON, a municipal corporation, on behalf of the City.

PREPARED BY:
G. Thomas Johnson
Parmenter O'Toole
P.O. Box 786
Muskegon, MI 49443-0786
Telephone: (231) 722-1621

Linda S. Potter
Linda S. Potter
Notary Public, Muskegon County, Michigan
My commission expires: 9-25-02

When Recorded Return to: Grantee
Send Subsequent Tax Bills to: Grantee

Date: July 14, 2000
To: Honorable Mayor and City Commission
From: Department of Public Works
Re: City – M.D.O.T. Agreement for: Laketon Avenue, Wood to Getty

SUMMARY OF REQUEST:

To approve the attached contract with M.D.O.T. for the reconstruction of Laketon Avenue from Wood to Getty and to approve the attached resolution authorizing the Mayor and City Clerk to sign the contract.

FINANCIAL IMPACT:

M.D.O.T. participation is about \$400,000 but not to exceed 81.85% of eligible cost. The estimated total (including engineering) cost of the project is \$565,800.

BUDGET ACTION REQUIRED:

The City's share of the cost will come out of the Major Street Fund, as budgeted.

STAFF RECOMMENDATION:

That the attached agreement and resolution be approved.

COMMITTEE RECOMMENDATION:

RESOLUTION 2000-72(i)

RESOLUTION FOR APPROVAL OF A CONTRACT AGREEMENT BETWEEN THE MICHIGAN DEPARTMENT OF TRANSPORTATION AND THE CITY OF MUSKEGON FOR THE RECONSTRUCTION (BITUMINOUS SURFACE, C & G, GRADING, SIDEWALK, AND ALL NECESSARY RELATED WORK) ON LAKETON AVENUE FROM WOOD STREET TO GETTY STREET AND AUTHORIZATION FOR MAYOR FRED J. NIELSEN AND CITY CLERK GAIL A. KUNDINGER TO EXECUTE SAID CONTRACT.

Moved by Commissioner Spataro and supported by
Commissioner Benedict that the following Resolution be adopted:

WHEREAS, entry by the City of Muskegon into Contract No. 00-5336 between the Michigan Department of Transportation and the City of Muskegon for the **RECONSTRUCTION OF Laketon Avenue between Wood Street and Getty Street** within the City is in the best interests of the City of Muskegon.

RESOLVED, that entry by the City into Contract Agreement 00-5336 be and the same is hereby authorized and approved, and the Mayor and City Clerk are authorized to execute said contract for and on behalf of the City of Muskegon.

Adopted this 25th day of July, 2000.

BY Fred J. Nielsen
Fred J. Nielsen, Mayor

ATTEST Gail A. Kunding
Gail A. Kunding, City Clerk

CERTIFICATION

This resolution was adopted at a meeting of the City Commission, held on July 25, 2000. The meeting was properly held and noticed pursuant to the Open Meetings Act of the State of Michigan, Act 267 of the Public Acts of 1976.

CITY OF MUSKEGON
BY Gail A. Kunding
Gail A. Kunding, Clerk

TRANSPORTATION
COMMISSION

BARTON W. LaBELLE, Chairman
JACK L. GINGRASS, Vice Chairman
LOWELL B. JACKSON
BETTY JEAN AWREY
TED B. WAHBY
JOHN W. GARSIDE

LH 0-0 (4/99)

STATE OF MICHIGAN



JOHN ENGLER, GOVERNOR

DEPARTMENT OF TRANSPORTATION

TRANSPORTATION BUILDING, 425 WEST OTTAWA POST OFFICE BOX 30050, LANSING, MICHIGAN 48909

PHONE: (517) 373-2090 FAX: (517) 373-0167 WEB SITE: <http://www.mdot.state.mi.us>

JAMES R. DeSANA, DIRECTOR

June 29, 2000

Ms. Gail Kunding, Clerk
City of Muskegon
933 Terrace Street, P.O. Box 536
Muskegon, MI 49443-0536

Dear Ms. Kunding:

RE: MDOT Contract No.: 00-5336
Control Section STH 61609; STUL 61407
Job Number 53791; 53798

Enclosed is the original and one copy of the above described contract between your organization and the Michigan Department of Transportation (MDOT). Please take time to read and understand this contract. If this contract meets with your approval, please complete the following checklist:

- ___ **Please do not date the contracts.** MDOT will date the contracts when they are executed. A contract is not executed unless it has been signed by both parties.
- ___ **Secure the necessary signatures on all contracts.**
- ___ **Include a certified resolution.** The resolution should specifically name the officials who are authorized to sign the contracts.
- ___ **Return all copies of the contracts to my attention of the Department's Design Division, 2nd floor for MDOT execution.**

A copy of the executed contract will be forwarded to you. If you have any questions, please feel free to contact me at (517) 335-2264.

Sincerely,

A handwritten signature in cursive script that reads "Jackie Burch".

Jackie Burch
Contract Processing Specialist
Design Division

Enclosure

STP

DIR

Project	STP 0061 (320) (319)
Job Number	53791; 53798
Control Section	STH 61609; STUL 61407
Fed Item #	RR 2480; HH 2509
Contract No.	00-5336

PART I

THIS CONTRACT, consisting of PART I and PART II (Standard Agreement Provisions), is made and entered into this date of _____, by and between the MICHIGAN DEPARTMENT OF TRANSPORTATION, hereinafter referred to as the "DEPARTMENT"; and the CITY OF MUSKEGON, a Michigan municipal corporation, hereinafter referred to as the "REQUESTING PARTY"; for the purpose of fixing the rights and obligations of the parties in agreeing to the following improvements, in the City of Muskegon, Michigan, hereinafter referred to as the "PROJECT" and estimated in detail on EXHIBIT "I", dated June 21, 2000, attached hereto and made a part hereof:

PART A - STH 61609; JOB # 53791; STP 0061 (320); RR 2480

Bituminous resurfacing and left-turn lane construction work along Laketon Road at the intersections of Wood Street and Getty Street; and all together with necessary related work.

PART B - STUL 61407; JOB # 53798; STP 0061 (319); HH 2509

Bituminous resurfacing work along Laketon Road from Wood Street to Getty Street; including curb and gutter and drainage structure work; and all together with necessary related work.

WITNESSETH:

WHEREAS, pursuant to Federal law, monies have been provided for the performance of certain improvements on public roads; and

WHEREAS, the reference "FHWA" in PART I and PART II refers to the United States Department of Transportation, Federal Highway Administration; and

WHEREAS, the PROJECT, or portions of the PROJECT at the request of the REQUESTING PARTY, are being programmed with the FHWA, for implementation with the use of Federal Funds under the following Federal program(s) or funding:

SURFACE TRANSPORTATION PROGRAM

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

NOW, THEREFORE, in consideration of the premises and of the mutual undertakings of the parties and in conformity with applicable law, it is agreed:

1. The parties hereto shall undertake and complete the PROJECT in accordance with the terms of this contract.

2. The term "PROJECT COST", as herein used, is hereby defined as the cost of the physical construction necessary for the completion of the PROJECT.

Costs for construction engineering and inspection incurred by the DEPARTMENT will be charged 100 percent to the REQUESTING PARTY. Any other costs incurred by the DEPARTMENT as a result of this contract will be at PROJECT COST.

The costs incurred by the REQUESTING PARTY for preliminary engineering, construction engineering and inspection, and right-of-way are excluded from the PROJECT COST as defined by this contract.

3. The DEPARTMENT is authorized by the REQUESTING PARTY to administer on behalf of the REQUESTING PARTY all phases of the PROJECT including advertising and awarding the construction contract for the PROJECT or portions of the PROJECT. Such administration shall be in accordance with PART II, Section II of this contract.

Any items of the PROJECT COST incurred by the DEPARTMENT may be charged to the PROJECT.

4. The REQUESTING PARTY, at no cost to the PROJECT or to the DEPARTMENT, shall:

- A. Design or cause to be designed the plans for the PROJECT.
- B. Appoint a project engineer who shall be in responsible charge of the PROJECT and ensure that the plans and specifications are followed.
- C. Perform or cause to be performed the construction engineering and inspection services necessary for the completion of the PROJECT.

The REQUESTING PARTY will furnish the DEPARTMENT proposed timing sequences for trunkline signals that, if any, are being part of the improvement. No timing adjustments shall be made by the REQUESTING PARTY at any trunkline intersection, without prior issuances by the

DEPARTMENT of Standard Traffic Signal Timing Permits.

5. The PROJECT COST shall be met in accordance with the following:

PART A

Federal Surface Transportation Funds shall be applied to the eligible items of the PART A portion of the PROJECT COST at the established Federal participation ratio equal to 80 percent up to an amount not to exceed \$200,000. The balance of the PART A portion of the PROJECT COST, after deduction of Federal Funds, shall be charged to and paid by the REQUESTING PARTY in the manner and at the times hereinafter set forth.

It is understood that all safety projects, including the PART A portion of the PROJECT under this contract, are subject to a maximum level of funding established to be \$200,000.

PART B

Federal Surface Transportation Funds shall be applied to the eligible items of the PART B portion of the PROJECT COST at the established Federal participation ratio equal to 81.85 percent up to an amount not to exceed \$200,000. The balance of the PART B portion of the PROJECT COST, after deduction of Federal Funds, shall be charged to and paid by the REQUESTING PARTY in the manner and at the times hereinafter set forth.

Any items of PROJECT COST not reimbursed by Federal Funds will be the sole responsibility of the REQUESTING PARTY.

6. No working capital deposit will be required for this PROJECT.

In order to fulfill the obligations assumed by the REQUESTING PARTY under the provisions of this contract, the REQUESTING PARTY shall make prompt payments of its share of the PROJECT COST upon receipt of progress billings from the DEPARTMENT as herein provided. All payments will be made within 30 days of receipt of billings from the DEPARTMENT. Billings to the REQUESTING PARTY will be based upon the REQUESTING PARTY'S share of the actual costs incurred less Federal Funds earned as the PROJECT progresses.

In the event of any discrepancies between PART I and PART II, the provisions of PART I shall prevail.

7. Upon completion of construction of the PROJECT, the REQUESTING PARTY will promptly cause to be enacted and enforced such ordinances or regulations as may be necessary to prohibit parking in the roadway right-of-way throughout the limits of the PROJECT.

8. The performance of the entire PROJECT under this contract, whether Federally funded or not, will be subject to the provisions and requirements of PART II that are applicable to a Federally funded project.

9. The REQUESTING PARTY certifies that a) it is a person under 1995 PA 71 and is not aware of and has no reason to believe that the property is a facility as defined in MSA 13A.20101(1)(l); b) the REQUESTING PARTY further certifies that it has completed the tasks required by MCL 324.20126 (3)(h); MSA 13A.20126(3)(h); c) it conducted a visual inspection of property within the existing right of way on which construction is to be performed to determine if any hazardous substances were present; and at sites on which historically were located businesses that involved hazardous substances, it performed a reasonable investigation to determine whether hazardous substances exist. This reasonable investigation should include, at a minimum, contact with local, state and federal environmental agencies to determine if the site has been identified as, or potentially as, a site containing hazardous substances; d) it did not cause or contribute to the release or threat of release of any hazardous substance found within the PROJECT limits.

The REQUESTING PARTY also certifies that, in addition to reporting the presence of any hazardous substances to the Department of Environmental Quality, it has advised the DEPARTMENT of the presence of any and all hazardous substances which the REQUESTING PARTY found within the PROJECT limits, as a result of performing the investigation and visual inspection required herein. The REQUESTING PARTY also certifies that it has been unable to identify any entity who may be liable for the cost of remediation. As a result, the REQUESTING PARTY has included all estimated costs of remediation of such hazardous substances in its estimated cost of construction of the PROJECT.

10. If, subsequent to execution of this contract, previously unknown hazardous substances are discovered within the PROJECT limits, which require environmental remediation pursuant to either state or federal law, the REQUESTING PARTY, in addition to reporting that fact to the Department of Environmental Quality, shall immediately notify the DEPARTMENT, both orally and in writing of such discovery. The DEPARTMENT shall consult with the REQUESTING PARTY to determine if it is willing to pay for the cost of remediation and, with the FHWA, to determine the eligibility, for reimbursement, of the remediation costs. The REQUESTING PARTY shall be charged for and shall pay all costs associated with such remediation, including all delay costs of the contractor for the PROJECT, in the event that remediation and delay costs are not deemed eligible by the FHWA. If the REQUESTING PARTY refuses to participate in the cost of remediation, the DEPARTMENT shall terminate the PROJECT. The parties agree that any costs or damages that the DEPARTMENT incurs as a result of such termination shall be considered a PROJECT COST.

11. If federal and/or state funds administered by the DEPARTMENT are used to pay the cost of remediating any hazardous substances discovered after the execution of this contract and if there is a reasonable likelihood of recovery, the REQUESTING PARTY, in cooperation with the Department of Environmental Quality and the DEPARTMENT, shall make a diligent effort to recover such costs from all other possible entities. If recovery is made, the DEPARTMENT shall

be reimbursed from such recovery for the proportionate share of the amount paid by the FHWA and/or the DEPARTMENT and the DEPARTMENT shall credit such sums to the appropriate funding source.

12. The DEPARTMENT'S sole reason for entering into this contract is to enable the REQUESTING PARTY to obtain and use funds provided by the Federal Highway Administration pursuant to Title 23 of the United States Code.

Any and all approvals of, reviews of, and recommendations regarding contracts, agreements, permits, plans, specifications, or documents, of any nature, or any inspections of work by the DEPARTMENT or its agents pursuant to the terms of this contract are done to assist the REQUESTING PARTY in meeting program guidelines in order to qualify for available funds. Such approvals, reviews, inspections and recommendations by the DEPARTMENT or its agents shall not relieve the REQUESTING PARTY and the local agencies, as applicable, of their ultimate control and shall not be construed as a warranty of their propriety or that the DEPARTMENT or its agents is assuming any liability, control or jurisdiction.

The providing of recommendations or advice by the DEPARTMENT or its agents does not relieve the REQUESTING PARTY and the local agencies, as applicable of their exclusive jurisdiction of the highway and responsibility under MCL 691.1402, MSA 3.996(102).

When providing approvals, reviews and recommendations under this contract, the DEPARTMENT or its agents is performing a governmental function, as that term is defined in MCL 691.1401; MSA 3.996(101), which is incidental to the completion of the PROJECT.

13. The DEPARTMENT, by executing this contract, and rendering services pursuant to this contract, has not and does not assume jurisdiction of the highway, described as the PROJECT for purposes of MCL 691.1402; MSA 3.996(102). Exclusive jurisdiction of such highway for the purposes of MCL 691.1402; MSA 3.996(102) rest with the REQUESTING PARTY and other local agencies having respective jurisdiction.

14. The REQUESTING PARTY shall approve all of the plans and specifications to be used on the PROJECT and shall be deemed to have approved all changes to the plans and specifications when put into effect. It is agreed that ultimate responsibility and control over the PROJECT rests with the REQUESTING PARTY and local agencies, as applicable.

15. The parties shall promptly provide comprehensive assistance and cooperation in defending and resolving any claims brought against the DEPARTMENT by the contractor, vendors or suppliers as a result of the DEPARTMENT'S award of the construction contract for the PROJECT. Costs incurred by the DEPARTMENT in defending or resolving such claims shall be considered PROJECT COSTS.

16. The DEPARTMENT shall require the contractor who is awarded the contract for the construction of the PROJECT to provide insurance in the amounts specified and in accordance with the DEPARTMENT'S current standard specifications for construction, and to:

- A. Maintain bodily injury and property damage insurance for the duration of the PROJECT.
- B. Provide owner's protective liability insurance naming as insureds the State of Michigan, the Michigan State Transportation Commission, the DEPARTMENT and its officials, agents and employees, the REQUESTING PARTY and any other party with jurisdiction for the roadway being constructed as the PROJECT, and their employees, for the duration of the PROJECT and to provide copies of certificates of insurance to the insureds. It is understood that the DEPARTMENT does not assume jurisdiction of the highway described as the PROJECT as a result of being named as an insured on the owners protective liability insurance policy.
- C. Comply with the requirements of notice of cancellation and reduction of insurance set forth in the current standard specifications for construction and to provide copies of notices and reports prepared to those insured.

17. This contract shall become binding on the parties hereto and of full force and effect upon the signing thereof by the duly authorized officials for the parties hereto and upon the adoption of the necessary resolutions approving said contract and authorizing the signatures thereto of the respective officials of the REQUESTING PARTY, a certified copy of which resolution shall be attached to this contract.

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

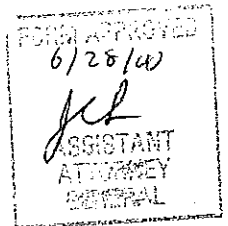
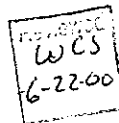
CITY OF MUSKEGON

MICHIGAN DEPARTMENT
OF TRANSPORTATION

By *Irving J. Nilsen*
Title: MAYOR

By _____
Department Director MDOT

By *Dail A. Kundergen*
Title: CLERK



June 21, 2000

EXHIBIT I

PROJECT	STP 0061 (320) (319)
JOB NUMBER	53791; 53798
CONTROL SECTION	STH 61609; STUL 61407

ESTIMATED COST

CONTRACTED WORK

	<u>PART A</u>	<u>PART B</u>	<u>TOTAL</u>
Estimated Cost	\$250,100	\$315,700	\$565,800

COST PARTICIPATION

GRAND TOTAL ESTIMATED COST	\$250,100	\$315,700	\$565,800
Less Federal Funds*	<u>\$200,000</u>	<u>\$200,000</u>	<u>\$400,000</u>
BALANCE (REQUESTING PARTY'S SHARE)	\$ 50,100	\$115,700	\$165,800

*Federal Funds shall be applied to the eligible items of the PART A portion of the PROJECT COST at a participation ratio equal to 80 percent up to an amount not to exceed \$200,000 and to the eligible items of the PART B portion of the PROJECT COST at a participation ratio equal to 81.85 percent up to an amount not to exceed \$200,000.

NO DEPOSIT

DOT

TYPE B
BUREAU OF HIGHWAYS
03-15-93

PART II

STANDARD AGREEMENT PROVISIONS

SECTION I COMPLIANCE WITH REGULATIONS AND DIRECTIVES

SECTION II PROJECT ADMINISTRATION AND SUPERVISION

SECTION III ACCOUNTING AND BILLING

SECTION IV MAINTENANCE AND OPERATION

SECTION V SPECIAL PROGRAM AND PROJECT CONDITIONS

SECTION I

COMPLIANCE WITH REGULATIONS AND DIRECTIVES

- A. To qualify for eligible cost, all work shall be documented in accordance with the requirements and procedures of the DEPARTMENT.
- B. All work on projects for which reimbursement with Federal funds is requested shall be performed in accordance with the requirements and guidelines set forth in the following Directives of the Federal-Aid Policy Guide (FAPG) of the FHWA, as applicable, and as referenced in pertinent sections of Title 23 of the Code of Federal Regulations (CFR), and all supplements and amendments thereto.
 - 1. Engineering
 - a. FAPG (23 CFR 140G): Payroll & Related Expense of Public Employees; General Administration and Other Overhead; and Cost Accumulation Centers and Distribution Methods
 - b. FAPG (6012.1): Preliminary Engineering
 - c. FAPG (23 CFR 172): Administration of Engineering and Design Related Service Contracts
 - d. FAPG (23 CFR 635A): Contract Procedures
 - 2. Construction
 - a. FAPG (23 CFR 140E): Administrative Settlement Costs-Contract Claims
 - b. FAPG (23 CFR 140B): Construction Engineering Costs
 - c. FAPG (23 CFR 140G): Reimbursement for Employment of Public Employees on Federal-Aid Projects
 - d. FAPG (23 CFR 17): Recordkeeping and Retention Requirements for Federal-Aid Highway Records of State Highway Agencies
 - e. FAPG (23 CFR 635A): Contract Procedures
 - f. FAPG (23 CFR 635B): Force Account Construction
 - g. FAPG (23 CFR 645A): Utility Relocations, Adjustments and Reimbursement

- h. FAPG (23 CFR 645B): Accommodation of Utilities (PPM 30-4.1)
 - i. FAPG (23 CFR 655F): Traffic Control Devices on Federal-Aid and other Streets and Highways
- 3. Modification Or Construction Of Railroad Facilities
 - a. FAPG (23 CFR 140I): Reimbursement for Railroad Work
 - b. FAPG (23 CFR 646B): Railroad Highway Projects
- C. In conformance with FAPG (23 CFR 630C) Project Agreements, the political subdivisions party to this contract, on those Federally funded projects which exceed a total cost of \$100,000.00 stipulate the following with respect to their specific jurisdictions:
 - 1. That any facility to be utilized in performance under or to benefit from this contract is not listed on the Environmental Protection Agency (EPA) List of Violating Facilities issued pursuant to the requirements of the Federal Clean Air Act, as amended, and the Federal Water Pollution Control Act, as amended.
 - 2. That they each agree to comply with all of the requirements of Section 114 of the Federal Clean Air Act and Section 308 of the Federal Water Pollution Control Act, and all regulations and guidelines issued thereunder.
 - 3. That as a condition of Federal aid pursuant to this contract they shall notify the DEPARTMENT of the receipt of any advice indicating that a facility to be utilized in performance under or to benefit from this contract is under consideration to be listed on the EPA List of Violating Facilities.
- D. Ensure that the PROJECT is constructed in accordance with and incorporates all committed environmental impact mitigation measures listed in approved environmental documents unless modified or deleted by approval of the FHWA.
- E. All the requirements, guidelines, conditions and restrictions noted in all other pertinent Directives and Instructional Memoranda of the FHWA will apply to this contract and will be adhered to, as applicable, by the parties hereto.

SECTION II

PROJECT ADMINISTRATION AND SUPERVISION

- A. The DEPARTMENT shall provide such administrative guidance as it determines is required by the PROJECT in order to facilitate the obtaining of available federal and/or state funds.
- B. The DEPARTMENT will advertise and award all contracted portions of the PROJECT work. Prior to advertising of the PROJECT for receipt of bids, the REQUESTING PARTY may delete any portion or all of the PROJECT work. After receipt of bids for the PROJECT, the REQUESTING PARTY shall have the right to reject the amount bid for the PROJECT prior to the award of the contract for the PROJECT only if such amount exceeds by twenty percent (20%) the final engineer's estimate therefor. If such rejection of the bids is not received in writing within two (2) weeks after letting, the DEPARTMENT will assume concurrence. The DEPARTMENT may, upon request, readvertise the PROJECT. Should the REQUESTING PARTY so request in writing within the aforesaid two (2) week period after letting, the PROJECT will be cancelled and the DEPARTMENT will refund the unused balance of the deposit less all costs incurred by the DEPARTMENT.
- C. The DEPARTMENT will perform such inspection services on PROJECT work performed by the REQUESTING PARTY with its own forces as is required to ensure compliance with the approved plans & specifications.
- D. On those projects funded with Federal monies, the DEPARTMENT shall as may be required secure from the FHWA approval of plans and specifications, and such cost estimates for FHWA participation in the PROJECT COST.
- E. All work in connection with the PROJECT shall be performed in conformance with the Michigan Department of Transportation Standard Specifications for Construction, and the supplemental specifications, Special Provisions and plans pertaining to the PROJECT and all materials furnished and used in the construction of the PROJECT shall conform to the aforesaid specifications. No extra work shall be performed nor changes in plans and specifications made until said work or changes are approved by the project engineer and authorized by the DEPARTMENT.

- F. Should it be necessary or desirable that portions of the work covered by this contract be accomplished by a consulting firm, a railway company, or governmental agency, firm, person, or corporation, under a subcontract with the REQUESTING PARTY at PROJECT expense, such subcontracted arrangements will be covered by formal written agreement between the REQUESTING PARTY and that party.

This formal written agreement shall: include a reference to the specific prime contract to which it pertains; include provisions which clearly set forth the maximum reimbursable and the basis of payment; provide for the maintenance of accounting records in accordance with generally accepted accounting principles, which clearly document the actual cost of the services provided; provide that costs eligible for reimbursement shall be in accordance with clearly defined cost criteria such as 49 CFR Part 18, 48 CFR Part 31, 23 CFR Part 140, OMB Circular A-87, etc. as applicable; provide for access to the department or its representatives to inspect and audit all data and records related to the agreement for a minimum of three years after the department's final payment to the local unit.

All such agreements will be submitted for approval by the DEPARTMENT and, if applicable, by the FHWA prior to execution thereof, except for agreements for amounts less than \$25,000 for preliminary engineering and testing services executed under and in accordance with the provisions of the "Small Purchase Procedures" FAPG (23 CFR 172), which do not require prior approval of the DEPARTMENT or the FHWA.

Any such approval by the DEPARTMENT shall in no way be construed as a warranty of the subcontractor's qualifications, financial integrity, or ability to perform the work being subcontracted.

- G. The REQUESTING PARTY, at no cost to the PROJECT or the DEPARTMENT, shall make such arrangements with railway companies, utilities, etc., as may be necessary for the performance of work required for the PROJECT but for which Federal or other reimbursement will not be requested.
- H. The REQUESTING PARTY, at no cost to the PROJECT, or the DEPARTMENT, shall secure, as necessary, all agreements and approvals of the PROJECT with railway companies, the Railroad Safety & Tariffs Division of the DEPARTMENT and other concerned governmental agencies other than the FHWA, and will forward same to the DEPARTMENT for such reviews and approvals as may be required.
- I. No PROJECT work for which reimbursement will be requested by the REQUESTING PARTY is to be subcontracted or performed until the DEPARTMENT gives written notification that such work may commence.

- J. The REQUESTING PARTY shall be responsible for the payment of all costs and expenses incurred in the performance of the work it agrees to undertake and perform.
- K. The REQUESTING PARTY shall pay directly to the party performing the work all billings for the services performed on the PROJECT which are authorized by or through the REQUESTING PARTY.
- L. The REQUESTING PARTY shall submit to the DEPARTMENT all paid billings for which reimbursement is desired in accordance with DEPARTMENT procedures.
- M. All work by a consulting firm will be performed in compliance with the applicable provisions of 1980 PA 299, Subsection 2001, MCL 339.2001; MSA 18.425(2001), as well as in accordance with the provisions of all previously cited Directives of the FHWA.
- N. The project engineer shall be subject to such administrative guidance as may be deemed necessary to ensure compliance with program requirement and, in those instances where a consultant firm is retained to provide engineering and inspection services, the personnel performing those services shall be subject to the same conditions.
- O. The DEPARTMENT, in administering the PROJECT in accordance with applicable Federal and State requirements and regulations, neither assumes nor becomes liable for any obligations undertaken or arising between the REQUESTING PARTY and any other party with respect to the PROJECT.
- P. In the event it is determined by the DEPARTMENT that there will be either insufficient Federal funds or insufficient time to properly administer such funds for the entire PROJECT or portions thereof, the DEPARTMENT, prior to advertising or issuing authorization for work performance, may cancel the PROJECT, or any portion thereof, and upon written notice to the parties this contract shall be void and of no effect with respect to that cancelled portion of the PROJECT. Any PROJECT deposits previously made by the parties on the cancelled portions of the PROJECT will be promptly refunded.
- Q. Those projects funded with Federal monies will be subject to inspection at all times by the DEPARTMENT and the FHWA.

SECTION III

ACCOUNTING AND BILLING

A. Procedures for billing for work undertaken by the REQUESTING PARTY:

1. The REQUESTING PARTY shall establish and maintain accurate records, in accordance with generally accepted accounting principles, of all expenses incurred for which payment is sought or made under this contract, said records to be hereinafter referred to as the "RECORDS". Separate accounts shall be established and maintained for all costs incurred under this contract.

The REQUESTING PARTY shall maintain the RECORDS for at least three (3) years from the date of final payment of Federal Aid made by the DEPARTMENT under this contract. In the event of a dispute with regard to the allowable expenses or any other issue under this contract, the REQUESTING PARTY shall thereafter continue to maintain the RECORDS at least until that dispute has been finally decided and the time for all available challenges or appeals of that decision has expired.

The DEPARTMENT, or its representative, may inspect, copy, or audit the RECORDS at any reasonable time after giving reasonable notice.

If any part of the work is subcontracted, the REQUESTING PARTY shall assure compliance with the above for all subcontracted work.

In the event that an audit performed by or on behalf of the DEPARTMENT indicates an adjustment to the costs reported under this contract, or questions the allowability of an item of expense, the DEPARTMENT shall promptly submit to the REQUESTING PARTY, a Notice of Audit Results and a copy of the audit report which may supplement or modify any tentative findings verbally communicated to the REQUESTING PARTY at the completion of an audit.

Within sixty (60) days after the date of the Notice of Audit Results, the REQUESTING PARTY shall: (a) respond in writing to the responsible Bureau or the DEPARTMENT indicating whether or not it concurs with the audit report, (b) clearly explain the nature and basis for any disagreement as to a disallowed item of expense and, (c) submit to the DEPARTMENT a written explanation as to any questioned or no opinion expressed item of expense, hereinafter referred to as the "RESPONSE". The RESPONSE shall be clearly stated and provide any supporting documentation necessary to resolve any disagreement or questioned or no opinion expressed item of expense. Where the documentation is voluminous, the REQUESTING PARTY may supply appropriate excerpts and make alternate arrangements to conveniently

and reasonably make that documentation available for review by the DEPARTMENT. The RESPONSE shall refer to and apply the language of the contract. The REQUESTING PARTY agrees that failure to submit a RESPONSE within the sixty (60) day period constitutes agreement with any disallowance of an item of expense and authorizes the DEPARTMENT to finally disallow any items of questioned or no opinion expressed cost.

The DEPARTMENT shall make its decision with regard to any Notice of Audit Results and RESPONSE within one hundred twenty (120) days after the date of the Notice of Audit Results. If the DEPARTMENT determines that an overpayment has been made to the REQUESTING PARTY, the REQUESTING PARTY shall repay that amount to the DEPARTMENT or reach agreement with the DEPARTMENT on a repayment schedule within thirty (30) days after the date of an invoice from the DEPARTMENT. If the REQUESTING PARTY fails to repay the overpayment or reach agreement with the DEPARTMENT on a repayment schedule within the thirty (30) day period, the REQUESTING PARTY agrees that the DEPARTMENT shall deduct all or a portion of the overpayment from any funds then or thereafter payable by the DEPARTMENT to the REQUESTING PARTY under this contract or any other agreement, or payable to the REQUESTING PARTY under the terms of 1951 PA 51, as applicable. Interest will be assessed on any partial payments or repayment schedules based on the unpaid balance at the end of each month until the balance is paid in full. The assessment of interest will begin thirty (30) days from the date of the invoice. The rate of interest will be based on the Michigan Department of Treasury common cash funds interest earnings. The rate of interest will be reviewed annually by the DEPARTMENT and adjusted as necessary based on the Michigan Department of Treasury common cash funds interest earnings. The REQUESTING PARTY expressly consents to this withholding or offsetting of funds under those circumstances, reserving the right to file a lawsuit in the Court of Claims to contest the DEPARTMENT'S decision only as to any item of expense the disallowance of which was disputed by the REQUESTING PARTY in a timely filed RESPONSE.

The REQUESTING PARTY shall comply with the Single Audit Act of 1984, P.L. 98-502.

2. Agreed Unit Prices Work - All billings for work undertaken by the REQUESTING PARTY on an agreed unit price basis will be submitted in accordance with the Michigan Department of Transportation Standard Specifications for Construction and pertinent FAPG Directives and Guidelines of the FHWA.
3. Force Account Work and Subcontracted Work - All billings submitted to the DEPARTMENT for Federal reimbursement for items of work performed on a force account basis or by any subcontract with a consulting firm, railway company, governmental agency or other party, under the terms of this contract, shall be

prepared in accordance with the provisions of the pertinent FHPM Directives and the procedures of the DEPARTMENT. Progress billings may be submitted monthly during the time work is being performed provided, however, that no bill of a lesser amount than \$1,000.00 shall be submitted unless it is a final or end of fiscal year billing. All billings shall be labeled either "Progress Bill Number _____", or "Final Billing".

4. Final billing under this contract shall be submitted in a timely manner but not later than six months after completion of the work. Billings for work submitted later than six months after completion of the work will not be paid.
5. Upon receipt of billings for reimbursement for work undertaken by the REQUESTING PARTY on projects funded with Federal monies, the DEPARTMENT will act as billing agent for the REQUESTING PARTY, consolidating said billings with those for its own force account work and presenting these consolidated billings to the FHWA for payment. Upon receipt of reimbursement from the FHWA, the DEPARTMENT will promptly forward to the REQUESTING PARTY its share of said reimbursement.
6. Upon receipt of billings for reimbursement for work undertaken by the REQUESTING PARTY on projects funded with non-Federal monies, the DEPARTMENT will promptly forward to the REQUESTING PARTY reimbursement of eligible costs.

B. Payment of Contracted and DEPARTMENT Costs:

1. As work on the PROJECT commences, the initial payments for contracted work and/or costs incurred by the DEPARTMENT will be made from the working capital deposit. Receipt of progress payments of Federal funds, and where applicable, State Critical Bridge funds, will be used to replenish the working capital deposit. The REQUESTING PARTY shall make prompt payments of its share of the contracted and/or DEPARTMENT incurred portion of the PROJECT COST upon receipt of progress billings from the DEPARTMENT. Progress billings will be based upon the REQUESTING PARTY'S share of the actual costs incurred as work on the PROJECT progresses and will be submitted, as required, until it is determined by the DEPARTMENT that there is sufficient available working capital to meet the remaining anticipated PROJECT COSTS. All progress payments will be made within thirty (30) days of receipt of billings. No monthly billing of a lesser amount than \$1,000.00 will be made unless it is a final or end of fiscal year billing. Should the DEPARTMENT determine that the available working capital exceeds the remaining anticipated PROJECT COSTS, the DEPARTMENT may reimburse the REQUESTING PARTY such excess. Upon completion of the PROJECT, payment of all PROJECT COSTS, receipt of all applicable monies from the FHWA, and

completion of necessary audits, the REQUESTING PARTY will be reimbursed the balance of its deposit.

2. In the event that the bid, plus contingencies, for the contracted, and/or the DEPARTMENT incurred portion of the PROJECT work exceeds the estimated cost therefor as established by this contract, the REQUESTING PARTY may be advised and billed for the additional amount of its share.

C. General Conditions:

1. The DEPARTMENT, in accordance with its procedures in existence and covering the time period involved, shall make payment for interest earned on the balance of working capital deposits for all projects on account with the DEPARTMENT. The REQUESTING PARTY in accordance with DEPARTMENT procedures in existence and covering the time period involved, shall make payment for interest owed on any deficit balance of working capital deposits for all projects on account with the DEPARTMENT. This payment or billing is processed on an annual basis corresponding to the State of Michigan fiscal year. Upon receipt of billing for interest incurred, the REQUESTING PARTY promises and shall promptly pay the DEPARTMENT said amount.
2. Pursuant to the authority granted by law, the REQUESTING PARTY hereby irrevocably pledges a sufficient amount of funds received by it from the Michigan Transportation Fund to meet its obligations as specified in PART I and PART II. If the REQUESTING PARTY shall fail to make any of its required payments when due, as specified herein, the DEPARTMENT shall immediately notify the REQUESTING PARTY and the State Treasurer of the State of Michigan or such other state officer or agency having charge and control over disbursement of the Michigan Transportation Fund, pursuant to law, of the fact of such default and the amount thereof, and, if such default is not cured by payment within ten (10) days, said State Treasurer or other state officer or agency is then authorized and directed to withhold from the first of such monies thereafter allocated by law to the REQUESTING PARTY from the Michigan Transportation Fund sufficient monies to remove the default, and to credit the REQUESTING PARTY with payment thereof, and to notify the REQUESTING PARTY in writing of such fact.
3. Upon completion of all work under this contract and final audit by the DEPARTMENT or the FHWA, the REQUESTING PARTY promises to promptly repay the DEPARTMENT for any disallowed items of costs previously disbursed by the DEPARTMENT. The REQUESTING PARTY pledges its future receipts from the Michigan Transportation Fund for repayment of all disallowed items and, upon failure to make repayment for any disallowed items within ninety (90) days of demand made by the DEPARTMENT, the DEPARTMENT is hereby authorized to

withhold an equal amount from the REQUESTING PARTY'S share of any future distribution of Michigan Transportation Funds in settlement of said claim.

4. The DEPARTMENT shall maintain and keep accurate records and accounts relative to the cost of the PROJECT and upon completion of the PROJECT, payment of all items of PROJECT COST, receipt of all Federal Aid, if any, and completion of final audit by the DEPARTMENT and if applicable, by the FHWA, shall make final accounting to the REQUESTING PARTY. The final PROJECT accounting will not include interest earned or charged on working capital deposited for the PROJECT which will be accounted for separately at the close of the State of Michigan fiscal year and as set forth in Section C(1).
5. The costs of engineering and other services performed on those projects involving specific program funds and one hundred percent (100%) local funds will be apportioned to the respective portions of that project in the same ratio as the actual direct construction costs unless otherwise specified in PART I.

SECTION IV

MAINTENANCE AND OPERATION

- A. Upon completion of construction of each part of the PROJECT, at no cost to the DEPARTMENT or the PROJECT, each of the parties hereto, within their respective jurisdictions, will make the following provisions for the maintenance and operation of the completed PROJECT:

1. All Projects:

Properly maintain and operate each part of the project, making ample provisions each year for the performance of such maintenance work as may be required, except as qualified in paragraph 2b of this section.

2. Projects Financed in Part with Federal Monies:

- a. Sign and mark each part of the PROJECT, in accordance with the current Michigan Manual of Uniform Traffic Control Devices, and will not install, or permit to be installed, any signs, signals or markings not in conformance with the standards approved by the FHWA, pursuant to 23 USC 109(d).
- b. Remove, prior to completion of the PROJECT, all encroachments from the roadway right-of-way within the limits of each part of the PROJECT.

With respect to new or existing utility installations within the right-of-way of Federal Aid projects and pursuant to FAPG (23 CFR 645B): Occupancy of non-limited access right-of-way may be allowed based on consideration for traffic safety and necessary preservation of roadside space and aesthetic quality. Longitudinal occupancy of non-limited access right-of-way by private lines will require a finding of significant economic hardship, the unavailability of practicable alternatives or other extenuating circumstances.

- c. Cause to be enacted, maintained and enforced, ordinances and regulations for proper traffic operations in accordance with the plans of the PROJECT.
- d. Make no changes to ordinances or regulations enacted, or traffic controls installed in conjunction with the PROJECT work without prior review by the DEPARTMENT and approval of the FHWA, if required.

- B. On projects for the removal of roadside obstacles, the parties, upon completion of construction of each part of the PROJECT, at no cost to the PROJECT or the DEPARTMENT, will, within their respective jurisdictions, take such action as is necessary to assure that the roadway right-of-way, cleared as the PROJECT, will be maintained free of such obstacles.
- C. On projects for the construction of bikeways, the parties will enact no ordinances or regulations prohibiting the use of bicycles on the facility hereinbefore described as the PROJECT, and will amend any existing restrictive ordinances in this regard so as to allow use of this facility by bicycles. No motorized vehicles shall be permitted on such bikeways or walkways constructed as the PROJECT except those for maintenance purposes.
- D. Failure of the parties hereto to fulfill their respective responsibilities as outlined herein may disqualify that party from future Federal-aid participation in projects on roads or streets for which it has maintenance responsibility. Federal Aid may be withheld until such time as deficiencies in regulations have been corrected, and the improvements constructed as the PROJECT are brought to a satisfactory condition of maintenance.

SECTION V

SPECIAL PROGRAM AND PROJECT CONDITIONS

- A. Those projects for which the REQUESTING PARTY has been reimbursed with Federal monies for the acquisition of right-of-way must be under construction by the close of the twentieth (20th) fiscal year following the fiscal year in which the FHWA and the DEPARTMENT projects agreement covering that work is executed, or the REQUESTING PARTY may be required to repay to the DEPARTMENT, for forwarding to the FHWA, all monies distributed as the FHWA'S contribution to that right-of-way.
- B. Those projects for which the REQUESTING PARTY has been reimbursed with Federal monies for the performance of preliminary engineering must be under construction by the close of the tenth (10th) fiscal year following the fiscal year in which the FHWA and the DEPARTMENT projects agreement covering that work is executed, or the REQUESTING PARTY may be required to repay to the DEPARTMENT, for forwarding to the FHWA, all monies distributed as the FHWA'S contribution to that preliminary engineering.
- C. On those projects funded with Federal monies, the REQUESTING PARTY, at no cost to the PROJECT or the DEPARTMENT, will provide such accident information as is available and such other information as may be required under the program in order to make the proper assessment of the safety benefits derived from the work performed as the PROJECT. The REQUESTING PARTY will cooperate with the DEPARTMENT in the development of reports and such analysis as may be required and will, when requested by the DEPARTMENT, forward to the DEPARTMENT, in such form as is necessary, the required information.
- D. In connection with the performance of PROJECT work under this contract the parties hereto (hereinafter in Appendix "A" referred to as the "contractor") agree to comply with the State of Michigan provisions for "Prohibition of Discrimination in State Contracts", as set forth in Appendix A, attached hereto and made a part hereof. The parties further covenant that they will comply with the Civil Rights Acts of 1964, being P.L. 88-352, 78 Stat. 241, as amended, being Title 42 U.S.C. Sections 1971, 1975a-1975d, and 2000a-2000h-6 and the Regulations of the United States Department of Transportation (49 C.F.R. Part 21) issued pursuant to said Act, including Appendix "B", attached hereto and made a part hereof, and will require similar covenants on the part of any contractor or subcontractor employed in the performance of this contract.
- E. The parties will carry out the applicable requirements of the DEPARTMENT'S Disadvantaged Business Enterprise (DBE) program and 49 CFR, Part 26, including, but not limited to, those requirements set forth in Appendix C.

APPENDIX A
PROHIBITION OF DISCRIMINATION IN STATE CONTRACTS

In connection with the performance of work under this contract; the contractor agrees as follows:

1. In accordance with Act No. 453, Public Acts of 1976, the contractor hereby agrees not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or as a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, or marital status. Further, in accordance with Act No. 220, Public Acts of 1976 as amended by Act No. 478, Public Acts of 1980 the contractor hereby agrees not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of a disability that is unrelated to the individual's ability to perform the duties of a particular job or position. A breach of the above covenants shall be regarded as a material breach of this contract.
2. The contractor hereby agrees that any and all subcontracts to this contract, whereby a portion of the work set forth in this contract is to be performed, shall contain a covenant the same as hereinabove set forth in Section 1 of this Appendix.
3. The contractor will take affirmative action to insure that applicants for employment and employees are treated without regard to their race, color, religion, national origin, age, sex, height, weight, marital status or a disability that is unrelated to the individual's ability to perform the duties of a particular job or position. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
4. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, age, sex, height, weight, marital status or disability that is unrelated to the individual's ability to perform the duties of a particular job or position.
5. The contractor or his collective bargaining representative will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice advising the said labor union or workers' representative of the contractor's commitments under this appendix.
6. The contractor will comply with all relevant published rules, regulations, directives, and orders of the Michigan Civil Rights Commission which may be in effect prior to the taking of bids for any individual state project.
7. The contractor will furnish and file compliance reports within such time and upon such forms as provided by the Michigan Civil Rights Commission, said forms may also elicit information as to the practices, policies, program, and employment statistics of each subcontractor as well as the contractor himself, and said contractor will permit access to his books, records, and accounts by the Michigan Civil Rights Commission and/or its agent, for purposes of investigation to ascertain compliance with this contract and relevant with rules, regulations, and orders of the Michigan Civil Rights Commission.
8. In the event that the Civil Rights Commission finds, after a hearing held pursuant to its rules, that a contractor has not complied with the contractual obligations under this agreement, the Civil Rights Commission may, as part of its order based upon such findings, certify said findings to the Administrative Board of the State of Michigan, which Administrative Board may order the cancellation of the contract found to have been violated and/or declare the contractor ineligible for future contracts with the state and its political and civil subdivisions, departments, and officers, and including the governing boards of institutions of higher education, until the contractor complies with said order of the Civil Rights Commission. Notice of said declaration of future ineligibility may be given to any or all of the persons with whom the contractor is declared ineligible to contract as a contracting party in future contracts. In any case before the Civil Rights Commission in which cancellation of an existing contract is a possibility, the contracting agency shall be notified of such possible remedy and shall be given the option by the Civil Rights Commission to participate in such proceedings.
9. The contractor will include, or incorporate by reference, the provisions of the foregoing paragraphs (1) through (8) in every subcontract or purchase order unless exempted by the rules, regulations or orders of the Michigan Civil Rights Commission, and will provide in every subcontract or purchase order that said provisions will be binding upon each subcontractor or seller.

March, 1998

APPENDIX B

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor shall comply with the Regulations relative to nondiscrimination in Federally assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 27, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or natural origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Michigan Department of Transportation or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the Michigan Department of Transportation, or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the Michigan Department of Transportation shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
 - (a) Withholding of payments to the contractor under the contract until the contractor complies, and/or
 - (b) Cancellation, termination, or suspension of the contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor shall include the provisions of paragraphs 1 through 6 of every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the Michigan Department of Transportation or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for non-compliance; provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the Michigan Department of Transportation to enter into such litigation to protect the interests of the State, and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

APPENDIX C

TO BE INCLUDED IN ALL FINANCIAL ASSISTANCE AGREEMENTS WITH LOCAL AGENCIES

Assurance that Recipients and Contractors Must Make (Excerpts from US DOT Regulation 49 CFR 26.13)

- A. Each financial assistance agreement signed with a DOT operating administration (or a primary recipient) must include the following assurance:**

The recipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any US DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The recipient shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of US DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR Part 26 and as approved by US DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the department may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

- B. Each contract MDOT signs with a contractor (and each subcontract the prime contractor signs with a subcontractor) must include the following assurance:**

The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of US DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

Commission Meeting Date: July 25, 2000

Date: July 11, 2000
To: Honorable Mayor & City Commissioners
From: Planning & Economic Development
RE: Sale of Vacant Land for In-fill Program

SUMMARY OF REQUEST:

To approve the sale of the vacant lots designated as map numbers 24-31-21-251-028 and 029 to Tamia Scott of 980 Ducey Street. The combined lots have 112.7 feet of frontage and are located on Ducey between Creston and Roberts Streets. The parcel is being offered to Ms. Scott for \$3,500. At the January 11, meeting, the commission approved the sale of this lot to another buyer, who has since dropped out of the program. Ms. Scott meets the criteria for the In-fill program and has agreed to the original design of the three-bedroom home with two-stall garage. The approximate square footage of the home is 1,400.

FINANCIAL IMPACT:

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

BUDGET ACTION REQUIRED:

None.

STAFF RECOMMENDATION:

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

COMMITTEE RECOMMENDATION:

None.

Resolution No. 2000-72(j)

MUSKEGON CITY COMMISSION

RESOLUTION APPROVING THE SALE OF A VACANT LOTS IN MARQUETTE FOR THE CONSTRUCTION OF THE THIRD INFILL HOUSE FOR \$3,500.

WHEREAS, Tamia Scott meets all criteria for the In-fill program and has secured a mortgage for the house that will be built on map numbers 24-31-21-251-028 and 029;

WHEREAS, the sale would relieve the City of further maintenance costs;

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

WHEREAS, the sale is in compliance with HUD and HOME criteria regarding In-fill;

NOW THEREFORE BE IT RESOLVED, that map numbers 24-31-21-251-028 and 029 be sold to the above-mentioned buyer.

(Urban Renewal Plat No. 2 W. 50 Ft. Lot 441)

&

(Urban Renewal Plat No. Lot 442 & E. 6 ft of Lot 441)

Adopted this 25th day of July, 2000

Ayes: Shepherd, Sieradzki, Spataro, Aslakson, Benedict, Nielsen, Schweifler

Nays: None

Absent None

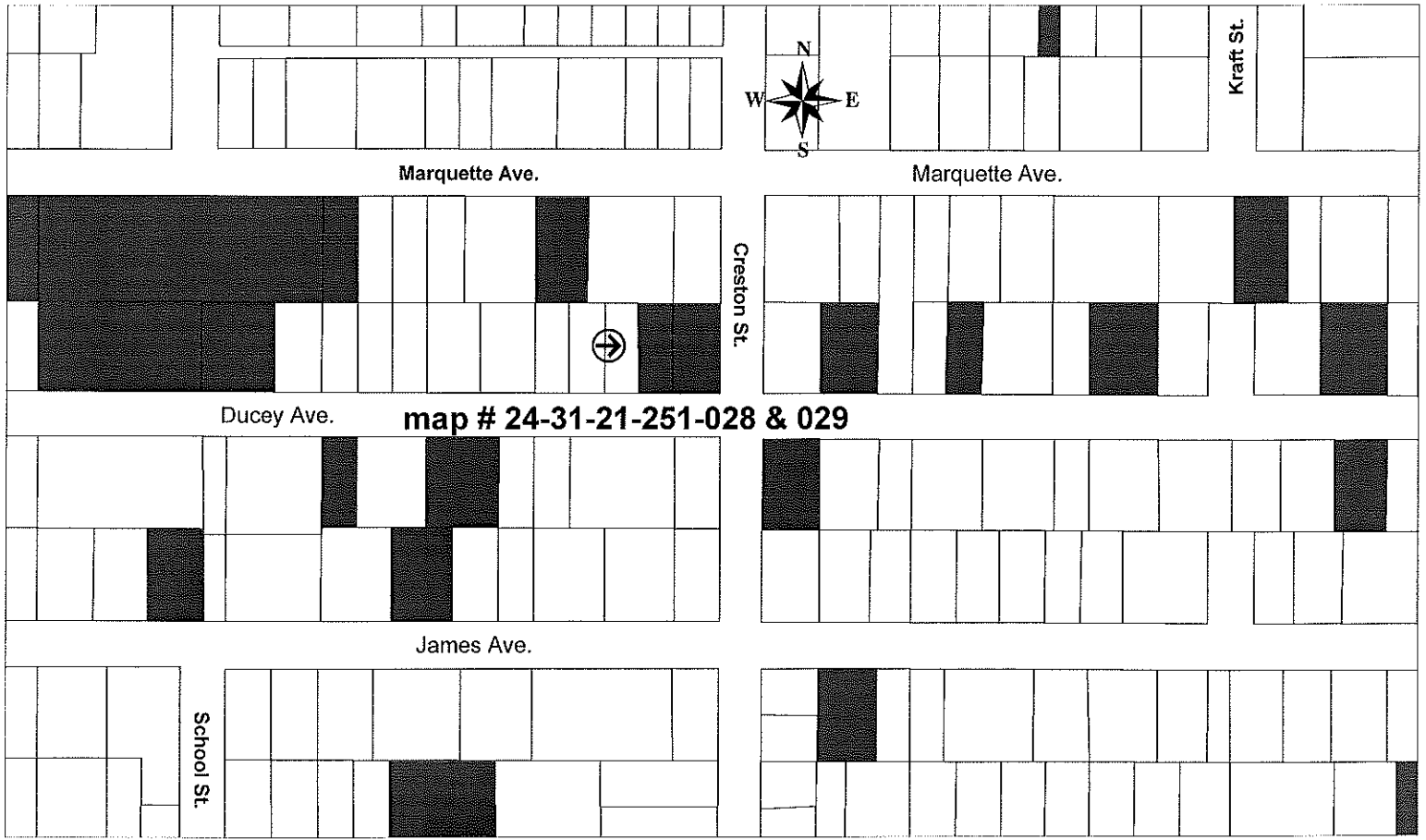
By: Fred J. Nielsen
Fred J. Nielsen, Mayor

Attest: Gail Kunderger
Gail Kunderger, Clerk

CERTIFICATION

I hereby certify that the foregoing constitutes a true and complete copy of a resolution adopted by the City Commission of the City of Muskegon, County of Muskegon, Michigan at a regular meeting held on July 25, 2000.

By: Gail Kunderger
Gail Kunderger, Clerk



Commission Meeting Date: July 25, 2000

Date: July 11, 2000

To: Honorable Mayor & City Commissioners

From: Planning & Economic Development *CBC*

RE: Sale of Non-Buildable Lot in Angell Neighborhood

SUMMARY OF REQUEST:

To approve the sale of the vacant non-buildable lot designated as map # 24-31-20-339-004 to Annie Fox of 763 Wood Street. The lot has 36 feet of frontage and is located between Myrtle and Oak Avenues. The parcel is being offered to Ms. Fox for \$100. There is no other interested adjacent property owner.

FINANCIAL IMPACT:

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

BUDGET ACTION REQUIRED:

None.

STAFF RECOMMENDATION:

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

COMMITTEE RECOMMENDATION:

None.

Resolution No. 2000-72(m)

MUSKEGON CITY COMMISSION

RESOLUTION APPROVING THE SALE OF A NON-BUILDABLE LOT IN ANGELL NEIGHBORHOOD FOR \$100.

WHEREAS, Annie Fox has deposited \$100 for map # 24-31-20-339-004, for the subject parcel located between Mrytle and Oak Avenues;

WHEREAS, the sale would relieve the City of further maintenance costs;

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

NOW THEREFORE BE IT RESOLVED, that map # 24-31-20-339-004 be sold to the above-mentioned buyer.

(N 36 Ft Lot 8 Blk 198)

Adopted this 25th day of July, 2000

Ayes: Shepherd, Sieradzki, Spataro, Aslakson, Benedict, Nielsen, Schweifler

Nays: None

Absent None

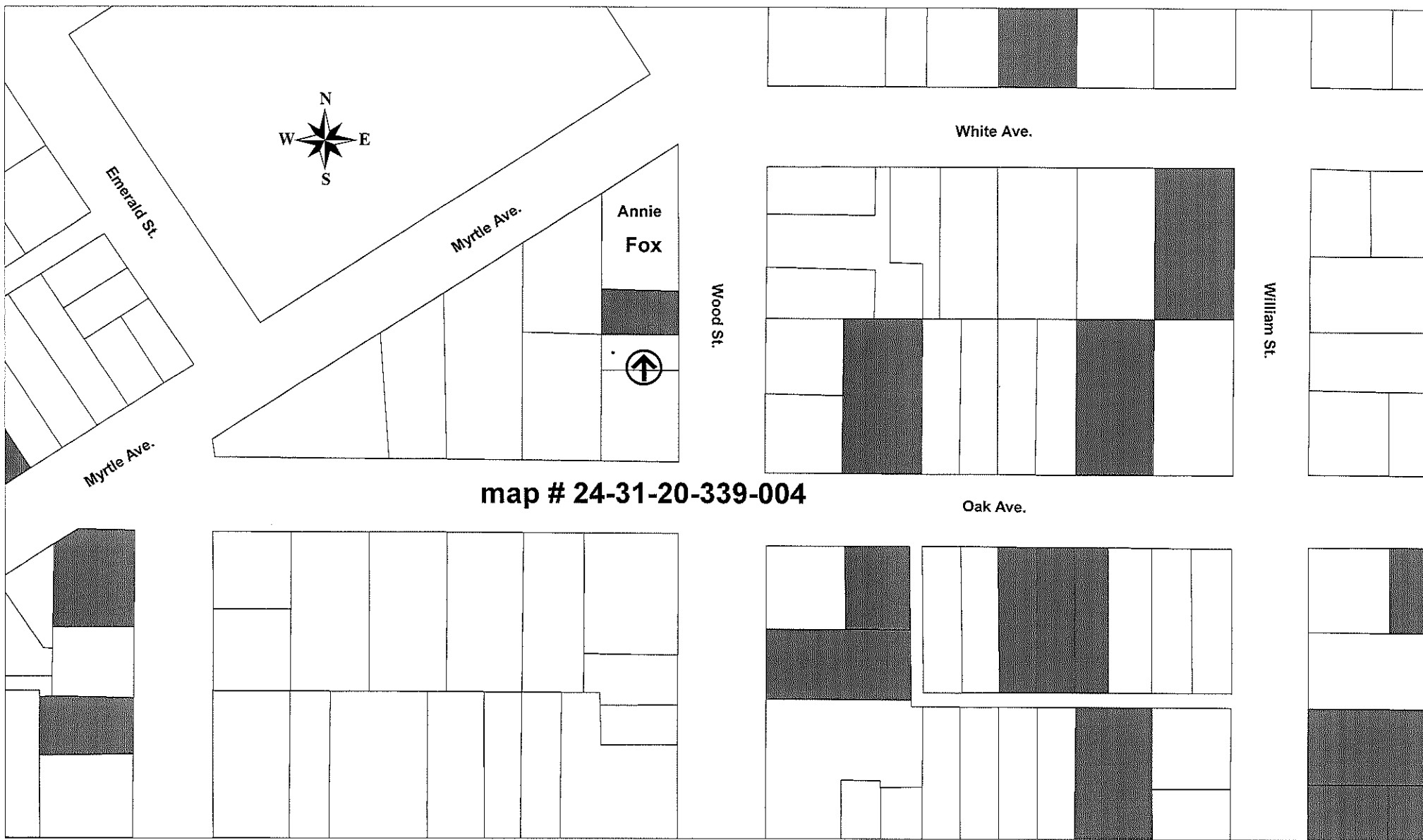
By: Fred J. Nielsen
Fred J. Nielsen, Mayor

Attest: Gail Kunding
Gail Kunding, Clerk

CERTIFICATION

I hearby certify that the foregoing constitutes a true and complete copy of a resolution adopted by the City Commission of the City of Muskegon, County of Muskegon, Michigan at a regular meeting held on July 25, 2000.

By: Gail Kunding
Gail Kunding, Clerk



Annie
Fox



map # 24-31-20-339-004

QUIT-CLAIM DEED

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

QUIT CLAIMS to ANNIE FOX, of 763 Wood Street, Muskegon, MI 49442

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

N 36 Ft Lot 8 Blk 198

for the sum of One Hundred (\$100) Dollars.

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

Dated this 25th day of July 2000

Signed in the presence of:

Angie Berdinka
Angie Berdinka
Linda S. Potter
Linda S. Potter

CITY OF MUSKEGON
By Fred J. Nielsen
Fred J. Nielsen, Its Mayor
and Gail A. Kunding
Gail A. Kunding, Its Clerk

STATE OF MICHIGAN
COUNTY OF MUSKEGON

The foregoing instrument was acknowledged before me this 31st day of July 2000, by FRED J. NIELSEN and GAIL A. KUNDINGER, Mayor and Clerk, respectively, of the CITY OF MUSKEGON, a municipal corporation, on behalf of the City.

PREPARED BY:
G. Thomas Johnson
Parmenter O'Toole
P.O. Box 786
Muskegon, MI 49443-0786
Telephone: (231) 722-1621

Linda S. Potter
Linda S. Potter
Notary Public, Muskegon County, Michigan
My commission expires: 9-25-02

When Recorded Return to: Grantee
Send Subsequent Tax Bills to: Grantee

Commission Meeting Date: July 25, 2000

Date: July 17, 2000
To: Honorable Mayor & City Commissioners
From: Planning & Economic Development *cbe*
RE: Sale of Non-Buildable Lot in Marquette Neighborhood

SUMMARY OF REQUEST:

To approve the sale of the vacant non-buildable lot designated as map # 24-31-21-203-008 to Mr. Shane Fairfield of 4238 Squaw Creek. Mr. Fairfield purchased the adjacent buildable lot and intends to construct a single family home within 18 months. The subject parcel is located at the end of the cul-de-sac on Adams Avenue and has 33 feet of frontage. The parcel is being offered to Mr. Fairfield for \$100. There is no other adjacent property owner.

FINANCIAL IMPACT:

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

BUDGET ACTION REQUIRED:

None.

STAFF RECOMMENDATION:

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

COMMITTEE RECOMMENDATION:

None.

Resolution No. 2000-72(n)

MUSKEGON CITY COMMISSION

RESOLUTION APPROVING THE SALE OF A NON-BUILDABLE LOT IN MARQUETTE NEIGHBORHOOD FOR \$100.

WHEREAS, Shane Fairfield has deposited \$100 for map # 24-31-21-203-008, for the subject parcel located at the end of the cul-de-sac on Adams Avenue;

WHEREAS, the sale would relieve the City of further maintenance costs;

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

NOW THEREFORE BE IT RESOLVED, that map # 24-31-21-203-008 be sold to the above-mentioned buyer.

(Urban Renewal Plat No. 4 North 33 ft Lot 790)

Adopted this 25th day of July, 2000

Ayes: Shepherd, Sieradzki, Spataro, Aslakson, Benedict, Nielsen, Schweifler

Nays: None

Absent None

By: Fred J. Nielsen
Fred J. Nielsen, Mayor

Attest: Gail Kunding
Gail Kunding, Clerk

CERTIFICATION

I hereby certify that the foregoing constitutes a true and complete copy of a resolution adopted by the City Commission of the City of Muskegon, County of Muskegon, Michigan at a regular meeting held on July 25, 2000.

By: Gail Kunding
Gail Kunding, Clerk

Map # 24-31-21-203-008

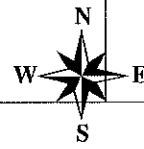


Adams Ave.

**Shane
Fairfield**

Roberts St.

Leonard Ave.



School St.

Leonard Ave.

QUIT-CLAIM DEED

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

QUIT CLAIMS to **SHANE FAIRFIELD**, of **4238 SQUAW CREEK**, Muskegon, MI 49441

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

URBAN RENEWAL PLAT NO. 4 NORTH 33 FT LOT 790

for the sum of One Hundred (\$100) Dollars.

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

Dated this 25th day of July 2000

Signed in the presence of:

Linda S. Potter
Linda S. Potter
Jo Ann Krukowski
JO ANN KRUKOWSKI

CITY OF MUSKEGON
By Fred J. Nielsen
Fred J. Nielsen, Its Mayor
and Gail A. Kunderger
Gail A. Kunderger, Its Clerk

STATE OF MICHIGAN
COUNTY OF MUSKEGON

The foregoing instrument was acknowledged before me this 31st day of July 2000, by FRED J. NIELSEN and GAIL A. KUNDINGER, Mayor and Clerk, respectively, of the CITY OF MUSKEGON, a municipal corporation, on behalf of the City.

PREPARED BY:
G. Thomas Johnson
Parmenter O'Toole
P.O. Box 786
Muskegon, MI 49443-0786
Telephone: (231) 722-1621

Linda S. Potter
Linda S. Potter
Notary Public, Muskegon County, Michigan
My commission expires: 9-25-02

When Recorded Return to: Grantee
Send Subsequent Tax Bills to: Grantee

Commission Meeting Date: July 25, 2000

Date: July 17, 2000
To: Honorable Mayor and City Commissioners
From: Planning & Economic Development *CBC*
RE: Purchase of 419 W. Delano St. - Seaway Industrial Park

SUMMARY OF REQUEST:

To purchase property located at 419 W. Delano Street pursuant to the City of Muskegon goal of creating the Seaway Industrial Park. This request is pursuant to a purchase agreement signed by Mr. Kevin Schmidt, 419 W. Delano Street, Muskegon, Michigan on July 5, 2000. The purchase price is \$38,000.

FINANCIAL IMPACT:

State of Michigan Urban Land Assembly funds will be used to purchase this property.

BUDGET ACTION REQUIRED:

None

STAFF RECOMMENDATION:

To grant approval of the attached resolution consenting to the purchase of 419 W. Delano Street for the development of the Seaway Industrial Park.

COMMITTEE RECOMMENDATION:

None

Resolution No. 2000-72(o)

MUSKEGON CITY COMMISSION

RESOLUTION APPROVING ACQUISITION OF PROPERTY AT
419 W. DELANO STREET FOR \$38,000

WHEREAS, the City of Muskegon and Kevin Schmidt have entered into a purchase agreement for property located at 419 W. Delano Street, Muskegon, MI; and

WHEREAS, the purchase of property located at 419 W. Delano Street, Muskegon, Michigan, is consistent with the City's goal to create the Seaway Industrial Park; and

WHEREAS, the City of Muskegon intends to utilize State of Michigan Urban Land Assembly funds for the purchase of the subject property.

NOW THEREFORE BE IT RESOLVED that the Muskegon City Commission does authorize purchase of property located at 419 W. Delano Street, Muskegon, Michigan for the amount of \$38,000.

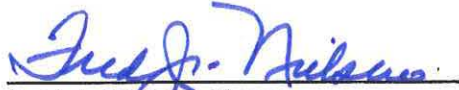
Adopted this 25th day of July 2000.

AYES: Shepherd, Sieradzki, Spataro, Aslakson, Benedict, Nielsen, Schweifler

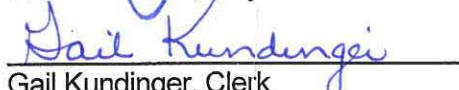
NAYS: None

ABSENT: None

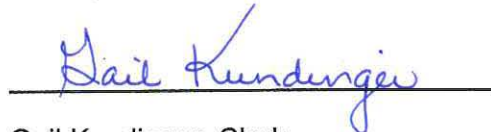
BY:


Fred J. Nielsen, Mayor

ATTEST:


Gail Kunderger, Clerk

I hereby certify that the foregoing constitutes a true and complete copy of a resolution adopted by the Muskegon City Commission, County of Muskegon, Michigan, at a regular meeting held on July 25, 2000.


Gail Kunderger, Clerk

REAL ESTATE PURCHASE AGREEMENT

THIS AGREEMENT is made July 5, 2000, by and between Kevin Schmidt and _____, a Single man, of 419 W. Deland, Muskegon, Michigan 49444 ("Seller"), and the CITY OF MUSKEGON, a municipal corporation, of 933 Terrace Street, Muskegon, Michigan 49440 ("Buyer").

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

YOUNG & WILLIAMS ADDITION; EAST 65 FT. LOTS
3 AND 4 BLOCK 4

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

2. Purchase Price and Manner of Payment. The purchase price for the Premises shall be THIRTY - EIGHT THOUSAND (\$ 38,000) Dollars, payable in cash or city check to Buyer at Closing.

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

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

terminated at the Buyer's option. The premium for the owners title policy shall be paid by Buyer.

5. Personal Property and Fixtures. All personal property and fixtures which the Seller wishes to remove shall be removed on or before Closing. The parties are aware that the Buyer intends to demolish the house. Any personal property which is left on the Premises shall be the property of Buyer who may dispose of same.

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

7. Environmental Matters. Seller represents and warrants to Buyer as follows:

To the best of Seller's knowledge, the Premises have been used and operated in compliance with all applicable federal, state and local laws and regulations related to air quality, water quality, waste disposal or management, hazardous or toxic substances, and the protection of health and the environment.

Seller has not disposed of any hazardous or toxic substances on or in the Premises and, to the best of Seller's knowledge, the Premises and the groundwater beneath the Premises is free from environmental contamination of any kind.

The Premises does not include any "underground storage tank," as that term is defined by state or federal law.

Such representations and warranties shall be deemed to have been made again by Seller as of the Closing. Seller agrees to indemnify Buyer and hold it harmless from and against any and all claims, demands, liabilities, costs, expenses, penalties, damages and losses, including, but not limited to, reasonable attorneys' fees, resulting from any misrepresentation or breach of the warranties set forth in this paragraph. The representations, warranties and covenants set forth in this paragraph shall survive the Closing.

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

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

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

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

f. Survival of Representations and Warranties. The representations, warranties, covenants and agreements contained in this Agreement and in any instrument provided for herein shall survive the Closing and continue in full force and effect after the consummation of this purchase and sale and continue until all liabilities of Buyer have been fully satisfied.

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

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

WITNESSES:

Linda Potter
Linda Potter

Jo Ann Krukowski
JO ANN Krukowski

Thomas J. [Signature]
[Signature]

BUYER: CITY OF MUSKEGON

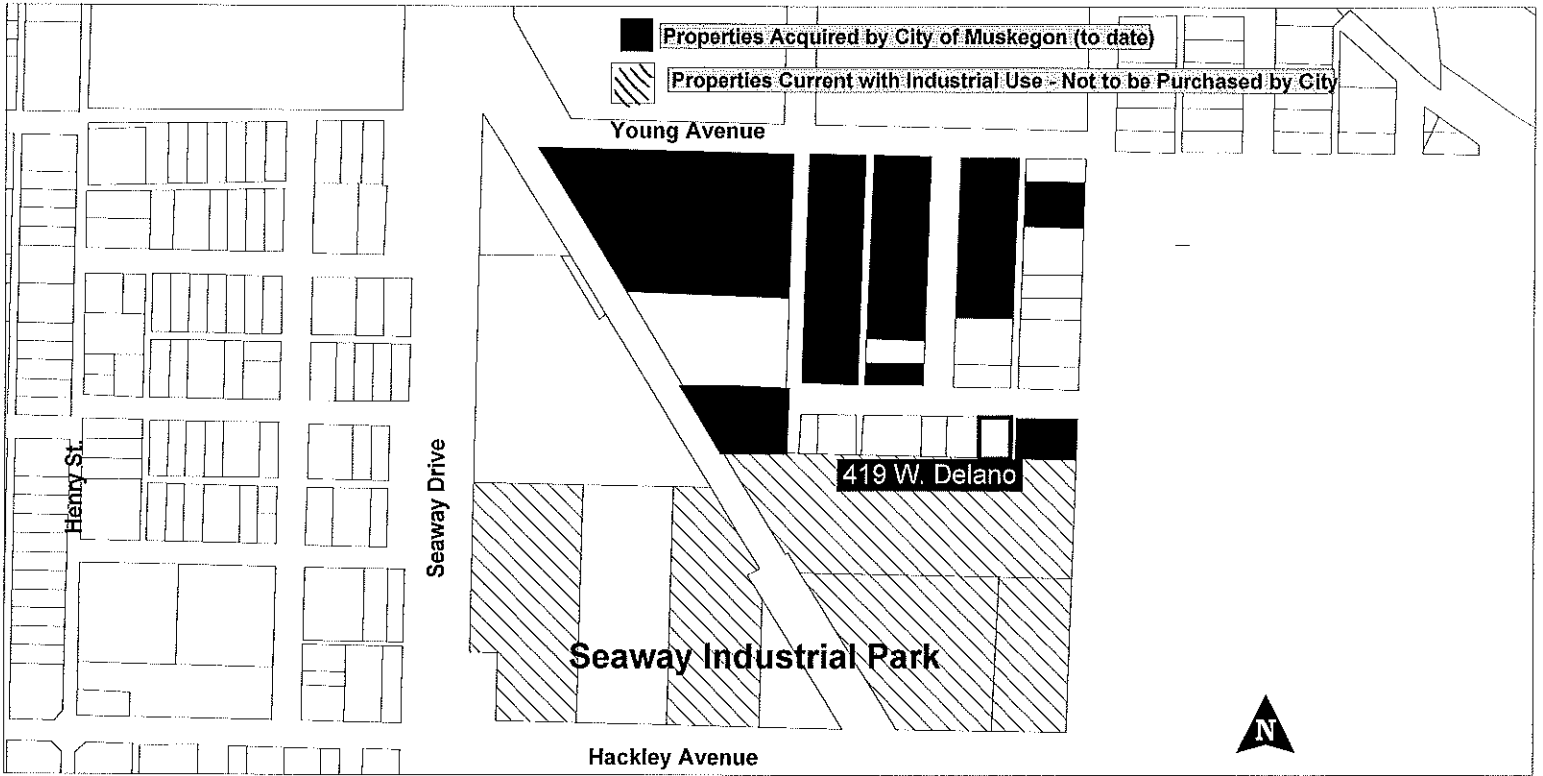
By Fred J. Nielsen
Fred J. Nielsen, Mayor

By Gail A. Kunding
Gail A. Kunding, Clerk

SELLER:

Kevin Schmit
(SS# 375-90-2537)

(SS# _____)



Commission Meeting Date: July 25, 2000

Date: July 17, 2000
To: Honorable Mayor and City Commissioners
From: Planning & Economic Development *CBC*
RE: Purchase of 437 W. Delano St. - Seaway Industrial Park

SUMMARY OF REQUEST:

To purchase property located at 437 W. Delano Street pursuant to the City of Muskegon goal of creating the Seaway Industrial Park. This request is pursuant to a purchase agreement signed by Mrs. Jean Johnson, 437 W. Delano Street, Muskegon, Michigan on July 5, 2000. The purchase price is \$53,000.

FINANCIAL IMPACT:

State of Michigan Urban Land Assembly funds will be used to purchase this property.

BUDGET ACTION REQUIRED:

None

STAFF RECOMMENDATION:

To grant approval of the attached resolution consenting to the purchase of 437 W. Delano Street for the development of the Seaway Industrial Park.

COMMITTEE RECOMMENDATION:

None

Resolution No. 2000-72(p)

MUSKEGON CITY COMMISSION

RESOLUTION APPROVING ACQUISITION OF PROPERTY AT
437 W. DELANO STREET FOR \$53,000

WHEREAS, the City of Muskegon and Jean W. Johnson have entered into a purchase agreement for property located at 437 W. Delano Street, Muskegon, MI; and

WHEREAS, the purchase of property located at 437 W. Delano Street, Muskegon, Michigan, is consistent with the City's goal to create the Seaway Industrial Park; and

WHEREAS, the City of Muskegon intends to utilize State of Michigan Urban Land Assembly funds for the purchase of the subject property.

NOW THEREFORE BE IT RESOLVED that the Muskegon City Commission does authorize purchase of property located at 437 W. Delano Street, Muskegon, Michigan for the amount of \$53,000.

Adopted this 25th day of July 2000.

AYES: Shepherd, Sieradzki, Spataro, Aslakson, Benedict, Nielsen, Schweifler

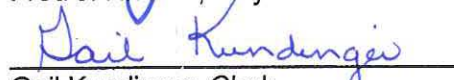
NAYS: None

ABSENT: None

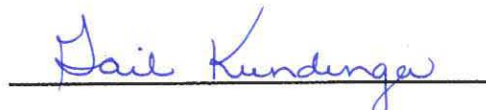
BY:


Fred J. Nielsen, Mayor

ATTEST:


Gail Kunding, Clerk

I hereby certify that the foregoing constitutes a true and complete copy of a resolution adopted by the Muskegon City Commission, County of Muskegon, Michigan, at a regular meeting held on July 25, 2000.


Gail Kunding, Clerk

REAL ESTATE PURCHASE AGREEMENT

THIS AGREEMENT is made July 5, 2000, by and between Janet Williams and 437 W. Delano, a widow, Michigan 49444 ("Seller"), and the CITY OF MUSKEGON, a municipal corporation, of 933 Terrace Street, Muskegon, Michigan 49440 ("Buyer").

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

YOUNG : WILLIAMS ADDITION; WEST 1/2 LOTS
1 AND 2 AND EAST 84 FT. LOTS 3 AND 4 BLOCK 3

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

2. Purchase Price and Manner of Payment. The purchase price for the Premises shall be FIFTY-THREE THOUSAND (\$ 53,000) Dollars, payable in cash or city check to Buyer at Closing.

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

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

terminated at the Buyer's option. The premium for the owners title policy shall be paid by Buyer.

5. Personal Property and Fixtures. All personal property and fixtures which the Seller wishes to remove shall be removed on or before Closing. The parties are aware that the Buyer intends to demolish the house. Any personal property which is left on the Premises shall be the property of Buyer who may dispose of same.

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

7. Environmental Matters. Seller represents and warrants to Buyer as follows:

To the best of Seller's knowledge, the Premises have been used and operated in compliance with all applicable federal, state and local laws and regulations related to air quality, water quality, waste disposal or management, hazardous or toxic substances, and the protection of health and the environment.

Seller has not disposed of any hazardous or toxic substances on or in the Premises and, to the best of Seller's knowledge, the Premises and the groundwater beneath the Premises is free from environmental contamination of any kind.

The Premises does not include any "underground storage tank," as that term is defined by state or federal law.

Such representations and warranties shall be deemed to have been made again by Seller as of the Closing. Seller agrees to indemnify Buyer and hold it harmless from and against any and all claims, demands, liabilities, costs, expenses, penalties, damages and losses, including, but not limited to, reasonable attorneys' fees, resulting from any misrepresentation or breach of the warranties set forth in this paragraph. The representations, warranties and covenants set forth in this paragraph shall survive the Closing.

8. Condition of Premises and Examination by Buyer. NO IMPLIED WARRANTIES OF HABITABILITY, QUALITY, CONDITION, FITNESS FOR A PARTICULAR PURPOSE, OR ANY OTHER IMPLIED WARRANTIES SHALL OPERATE BETWEEN SELLER AND BUYER, AND BUYER EXPRESSLY WAIVES ANY AND ALL SUCH IMPLIED WARRANTIES. BUYER UNDERSTANDS AND AGREES THAT THE PREMISES ARE TAKEN "AS IS," SUBJECT, HOWEVER, TO THE EXPRESS COVENANTS, CONDITIONS AND/OR EXPRESS WARRANTIES CONTAINED IN THIS PURCHASE AGREEMENT; ALSO SUBJECT TO THE WARRANTY OF SELLER THAT NO HAZARDOUS SUBSTANCES HAVE BEEN PLACED ON THE PREMISES. BUYER FURTHER SAYS THAT IT HAS PERSONALLY INSPECTED THE PREMISES AND IS SATISFIED WITH THE CONDITION OF THE LAND, AND THE BUILDINGS AND IMPROVEMENTS THEREON.

9. Real Estate Commission. Seller shall be solely responsible for any real estate commission or expenses of a broker or real estate consultant retained, employed, or utilized by Seller. Seller agrees to indemnify and hold the Buyer harmless from any liability, including reasonable attorney fees, occasioned by reason of any person or entity asserting a claim for such real estate commission or expenses arising from this transaction.

10. Closing. The closing date of this sale shall be on or before _____, 2000 ("Closing"). The Closing shall be conducted at Transnation Title Insurance Company, 570 Seminole Road, Ste. 102, Muskegon, MI 49444. The parties shall execute an IRS Closing Report at the Closing.

11. Delivery of Deed. Seller shall execute and deliver a warranty deed to Buyer at Closing for the Premises.

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

13. Date of Possession. Possession of Premises is to be delivered to Buyer by Seller no later than _____.

14. Costs. Seller shall be responsible to pay the Michigan transfer tax in the amount required by law. Seller shall be responsible to pay for the recording of any instrument which must be recorded to clear title to the extent required by this Agreement. Buyer shall pay for the cost of recording the warranty deed to be delivered at Closing.

15. General Provisions.

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

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

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

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

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

f. Survival of Representations and Warranties. The representations, warranties, covenants and agreements contained in this Agreement and in any instrument provided for herein shall survive the Closing and continue in full force and effect after the consummation of this purchase and sale and continue until all liabilities of Buyer have been fully satisfied.

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

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

WITNESSES:

Linda Porter
Linda Porter

Jo Ann Krukowski
JO ANN KRUKOWSKI

BUYER: CITY OF MUSKEGON

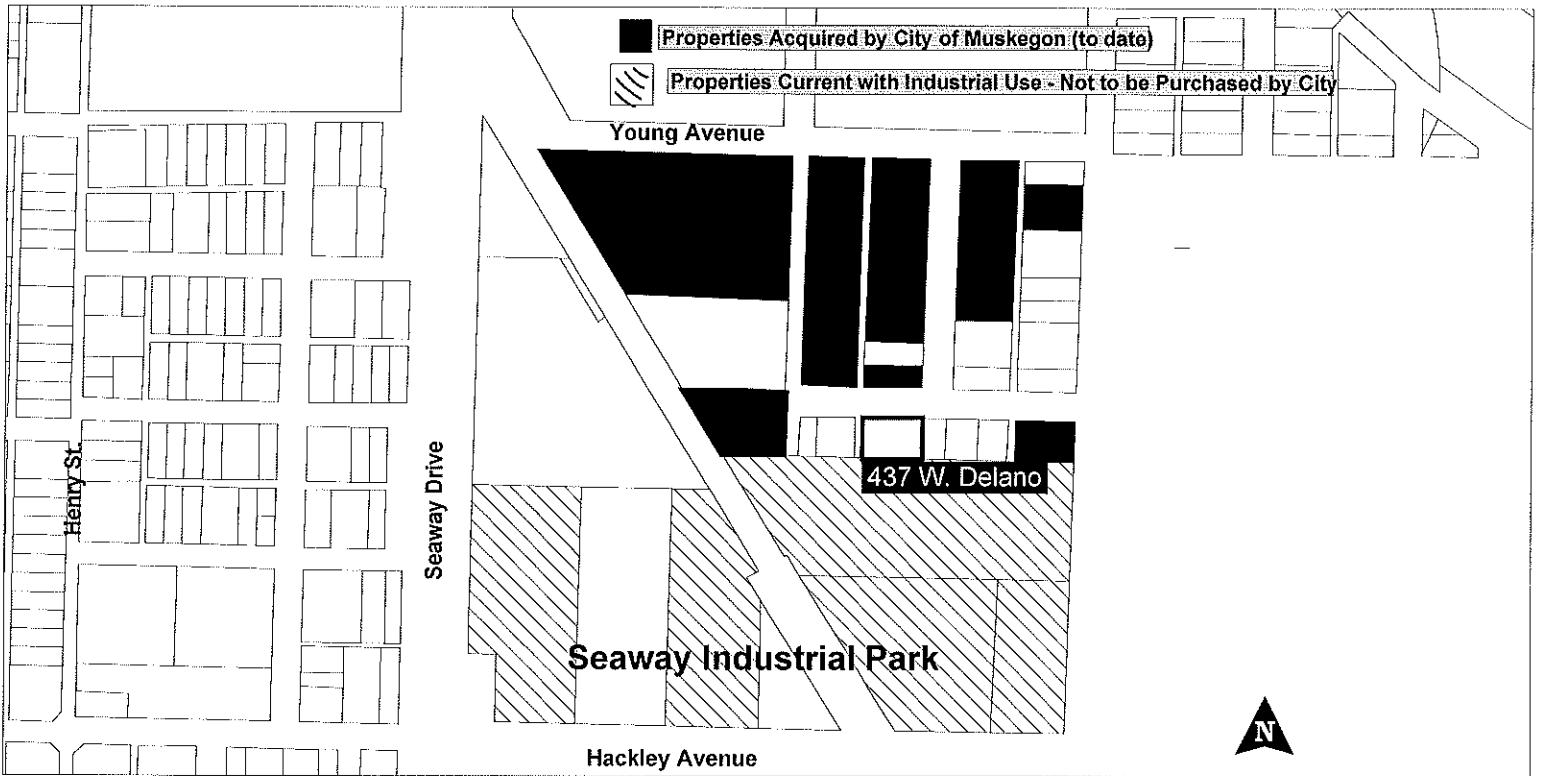
By Fred J. Nielsen
Fred J. Nielsen, Mayor

By Gail A. Kunding
Gail A. Kunding, Clerk

SELLER:

Ron J. Argue
MS. B

Jeannette Johnson
(SS# 384-28-2325)
(SS# _____)



Commission Meeting Date: July 25, 2000

Date: July 17, 2000
To: Honorable Mayor and City Commissioners
From: Planning & Economic Development *ebc*
RE: Purchase of 441 W. Delano St. - Seaway Industrial Park

SUMMARY OF REQUEST:

To purchase property located at 441 W. Delano Street pursuant to the City of Muskegon goal of creating the Seaway Industrial Park. This request is pursuant to a purchase agreement signed by Mr. Bill Twining, 441 W. Delano Street, Muskegon, Michigan on July 11, 2000. The purchase price is \$31,500.

FINANCIAL IMPACT:

State of Michigan Urban Land Assembly funds will be used to purchase this property.

BUDGET ACTION REQUIRED:

None

STAFF RECOMMENDATION:

To grant approval of the attached resolution consenting to the purchase of 441 W. Delano Street for the development of the Seaway Industrial Park.

COMMITTEE RECOMMENDATION:

None

Resolution No. 2000-72(q)

MUSKEGON CITY COMMISSION

RESOLUTION APPROVING ACQUISITION OF PROPERTY AT
441 W. DELANO STREET FOR \$31,500

WHEREAS, the City of Muskegon and William Twining have entered into a purchase agreement for property located at 441 W. Delano Street, Muskegon, MI; and

WHEREAS, the purchase of property located at 441 W. Delano Street, Muskegon, Michigan, is consistent with the City's goal to create the Seaway Industrial Park; and

WHEREAS, the City of Muskegon intends to utilize State of Michigan Urban Land Assembly funds for the purchase of the subject property.

NOW THEREFORE BE IT RESOLVED that the Muskegon City Commission does authorize purchase of property located at 441 W. Delano Street, Muskegon, Michigan for the amount of \$31,500.

Adopted this 25th day of July 2000.

AYES: Shepherd, Sienadzki, Spataro, Aslakson, Benedict, Nielsen, Schweifler

NAYS: None

ABSENT: None

BY:



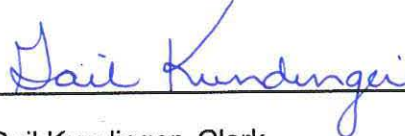
Fred J. Nielsen, Mayor

ATTEST:



Gail Kunderinger, Clerk

I hereby certify that the foregoing constitutes a true and complete copy of a resolution adopted by the Muskegon City Commission, County of Muskegon, Michigan, at a regular meeting held on July 25, 2000.



Gail Kunderinger, Clerk

REAL ESTATE PURCHASE AGREEMENT

THIS AGREEMENT is made 7-11-00, 200__, by and between William Twining and A Single Man, of 441 W. Delano, Muskegon, Michigan 49444 ("Seller"), and the CITY OF MUSKEGON, a municipal corporation, of 933 Terrace Street, Muskegon, Michigan 49440 ("Buyer").

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

Young : WILLIAMS ADDITION; WEST 41 FT.
LOTS 3 AND 4 BLOCK 3.

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

2. Purchase Price and Manner of Payment. The purchase price for the Premises shall be THIRTY-ONE THOUSAND - FIVE HUNDRED (\$ 31,500) Dollars, payable in cash or city check to Buyer at Closing.

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

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

terminated at the Buyer's option. The premium for the owners title policy shall be paid by Buyer.

5. Personal Property and Fixtures. All personal property and fixtures which the Seller wishes to remove shall be removed on or before Closing. The parties are aware that the Buyer intends to demolish the house. Any personal property which is left on the Premises shall be the property of Buyer who may dispose of same.

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

7. Environmental Matters. Seller represents and warrants to Buyer as follows:

To the best of Seller's knowledge, the Premises have been used and operated in compliance with all applicable federal, state and local laws and regulations related to air quality, water quality, waste disposal or management, hazardous or toxic substances, and the protection of health and the environment.

Seller has not disposed of any hazardous or toxic substances on or in the Premises and, to the best of Seller's knowledge, the Premises and the groundwater beneath the Premises is free from environmental contamination of any kind.

The Premises does not include any "underground storage tank," as that term is defined by state or federal law.

Such representations and warranties shall be deemed to have been made again by Seller as of the Closing. Seller agrees to indemnify Buyer and hold it harmless from and against any and all claims, demands, liabilities, costs, expenses, penalties, damages and losses, including, but not limited to, reasonable attorneys' fees, resulting from any misrepresentation or breach of the warranties set forth in this paragraph. The representations, warranties and covenants set forth in this paragraph shall survive the Closing.

8. Condition of Premises and Examination by Buyer. NO IMPLIED WARRANTIES OF HABITABILITY, QUALITY, CONDITION, FITNESS FOR A PARTICULAR PURPOSE, OR ANY OTHER IMPLIED WARRANTIES SHALL OPERATE BETWEEN SELLER AND BUYER, AND BUYER EXPRESSLY WAIVES ANY AND ALL SUCH IMPLIED WARRANTIES. BUYER UNDERSTANDS AND AGREES THAT THE PREMISES ARE TAKEN "AS IS," SUBJECT, HOWEVER, TO THE EXPRESS COVENANTS, CONDITIONS AND/OR EXPRESS WARRANTIES CONTAINED IN THIS PURCHASE AGREEMENT; ALSO SUBJECT TO THE WARRANTY OF SELLER THAT NO HAZARDOUS SUBSTANCES HAVE BEEN PLACED ON THE PREMISES. BUYER FURTHER SAYS THAT IT HAS PERSONALLY INSPECTED THE PREMISES AND IS SATISFIED WITH THE CONDITION OF THE LAND, AND THE BUILDINGS AND IMPROVEMENTS THEREON.

9. Real Estate Commission. Seller shall be solely responsible for any real estate commission or expenses of a broker or real estate consultant retained, employed, or utilized by Seller. Seller agrees to indemnify and hold the Buyer harmless from any liability, including reasonable attorney fees, occasioned by reason of any person or entity asserting a claim for such real estate commission or expenses arising from this transaction.

10. Closing. The closing date of this sale shall be on or before _____, 2000 ("Closing"). The Closing shall be conducted at Transnation Title Insurance Company, 570 Seminole Road, Ste. 102, Muskegon, MI 49444. The parties shall execute an IRS Closing Report at the Closing.

11. Delivery of Deed. Seller shall execute and deliver a warranty deed to Buyer at Closing for the Premises.

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

13. Date of Possession. Possession of Premises is to be delivered to Buyer by Seller no later than _____.

14. Costs. Seller shall be responsible to pay the Michigan transfer tax in the amount required by law. Seller shall be responsible to pay for the recording of any instrument which must be recorded to clear title to the extent required by this Agreement. Buyer shall pay for the cost of recording the warranty deed to be delivered at Closing.

15. General Provisions.

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

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

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

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

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

f. Survival of Representations and Warranties. The representations, warranties, covenants and agreements contained in this Agreement and in any instrument provided for herein shall survive the Closing and continue in full force and effect after the consummation of this purchase and sale and continue until all liabilities of Buyer have been fully satisfied.

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

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

WITNESSES:

Linda Potter
Linda Potter

JoAnn Krukowski
JoAnn Krukowski

BUYER: CITY OF MUSKEGON

By Fred J. Nielsen
Fred J. Nielsen, Mayor

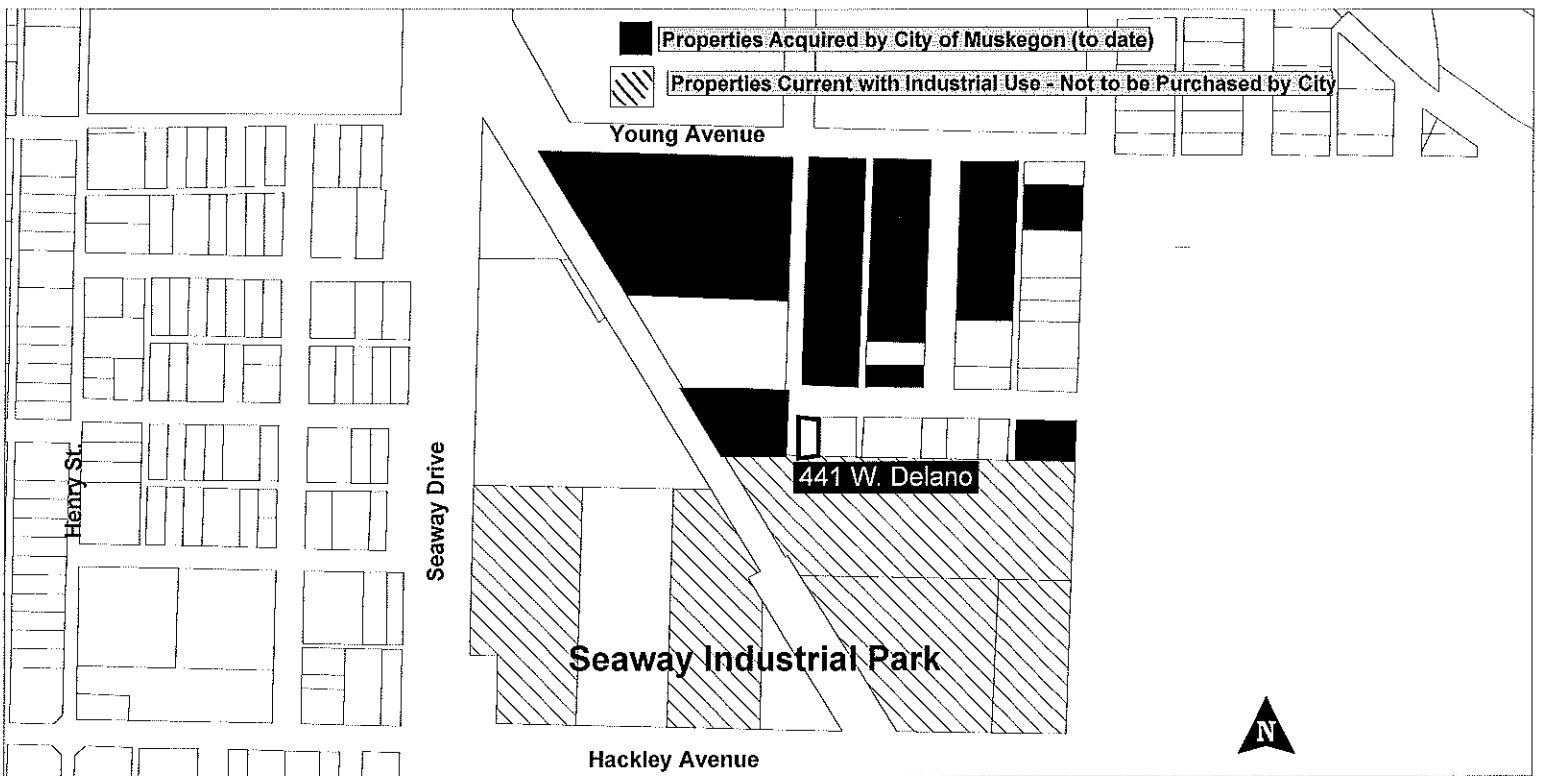
By Gail A. Kunder
Gail A. Kunder, Clerk

SELLER:

William T. T. T.
(SS# 375-64-5104)

(SS# _____)

Deborah Stenham



Commission Meeting Date: July 25, 2000

Date: July 17, 2000
To: Honorable Mayor and City Commissioners
From: Planning & Economic Development *CBC*
RE: Purchase of 2029 Park St. - Seaway Industrial Park

SUMMARY OF REQUEST:

To purchase property located at 2029 Park Street pursuant to the City of Muskegon goal of creating the Seaway Industrial Park. This request is pursuant to a purchase agreement signed by Adam Wilson, 2029 Park Street, Muskegon, Michigan on June 30, 2000. The purchase price is \$44,000.

FINANCIAL IMPACT:

State of Michigan Urban Land Assembly funds will be used to purchase this property.

BUDGET ACTION REQUIRED:

None

STAFF RECOMMENDATION:

To grant approval of the attached resolution consenting to the purchase of 2029 Park Street for the development of the Seaway Industrial Park.

COMMITTEE RECOMMENDATION:

None

Resolution No. 2000-72(r)

MUSKEGON CITY COMMISSION

**RESOLUTION APPROVING ACQUISITION OF PROPERTY AT
2029 PARK STREET FOR \$44,000**

WHEREAS, the City of Muskegon and Adam A. Wilson have entered into a purchase agreement for property located at 2029 Park Street, Muskegon, MI; and

WHEREAS, the purchase of property located at 2029 Park Street, Muskegon, Michigan, is consistent with the City's goal to create the Seaway Industrial Park; and

WHEREAS, the City of Muskegon intends to utilize State of Michigan Urban Land Assembly funds for the purchase of the subject property.

NOW THEREFORE BE IT RESOLVED that the Muskegon City Commission does authorize purchase of property located at 2029 Park Street, Muskegon, Michigan for the amount of \$44,000.

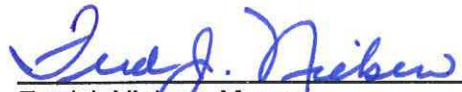
Adopted this 25th day of July 2000.

AYES: Shepherd, Sieradzki, Spataro, Aslakson, Benedict, Nielsen, Schweifler

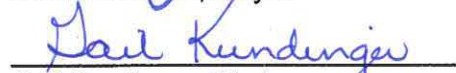
NAYS: None

ABSENT: None

BY:


Fred J. Nielsen, Mayor

ATTEST:


Gail Kunding, Clerk

I hereby certify that the foregoing constitutes a true and complete copy of a resolution adopted by the Muskegon City Commission, County of Muskegon, Michigan, at a regular meeting held on July 25, 2000.


Gail Kunding, Clerk

REAL ESTATE PURCHASE AGREEMENT

THIS AGREEMENT is made 6-30-2000, 2000, by and between ADAM D. WILSON, a single man, of 2029 Park Street, Muskegon, MI 49441 ("Seller"), and the CITY OF MUSKEGON, a municipal corporation, of 933 Terrace Street, Muskegon, Michigan 49440 ("Buyer").

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

Young and Williams Addition, Lot 10, Block 1;

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

2. **Purchase Price and Manner of Payment.** The purchase price for the Premises shall be Forty-four Thousand (\$44,000) Dollars, payable in cash or city check to Seller at Closing.

3. **Taxes and Assessments.** All taxes and assessments which are due and payable at the time of Closing shall be paid by the Seller prior to or at Closing. Taxes shall be prorated at closing in accordance with MCLA 211.2. All taxes and special assessments which become due and payable after Closing shall be the responsibility of Buyer.

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

5. **Personal Property and Fixtures.** All personal property and fixtures which the Seller wishes to remove shall be removed on or before Closing. The parties are aware that the Buyer intends to demolish the house. Any personal property which is left on the Premises shall be the property of Buyer who may dispose of same.

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

7. **Environmental Matters.** Seller represents and warrants to Buyer as follows:

a. To the best of Seller's knowledge, the Premises have been used and operated in compliance with all applicable federal, state and local laws and regulations related to air quality, water quality, waste disposal or management, hazardous or toxic substances, and the protection of health and the environment.

b. Seller has not disposed of any hazardous or toxic substances on or in the Premises and, to the best of Seller's knowledge, the Premises and the groundwater beneath the Premises is free from environmental contamination of any kind.

c. The Premises does not include any "underground storage tank," as that term is defined by state or federal law.

Such representations and warranties shall be deemed to have been made again by Seller as of the Closing. Seller agrees to indemnify Buyer and hold it harmless from and against any and all claims, demands, liabilities, costs, expenses, penalties, damages and losses, including, but not limited to, reasonable attorneys' fees, resulting from any misrepresentation or breach of the warranties set forth in this paragraph. The representations, warranties and covenants set forth in this paragraph shall survive the Closing.

8. **Condition of Premises and Examination by Buyer.** NO IMPLIED WARRANTIES OF HABITABILITY, QUALITY, CONDITION, FITNESS FOR A PARTICULAR PURPOSE, OR ANY OTHER IMPLIED WARRANTIES SHALL OPERATE BETWEEN SELLER AND BUYER, AND BUYER EXPRESSLY WAIVES ANY AND ALL SUCH IMPLIED WARRANTIES. BUYER UNDERSTANDS AND AGREES THAT THE PREMISES ARE TAKEN "AS IS," SUBJECT, HOWEVER, TO THE EXPRESS

COVENANTS, CONDITIONS AND/OR EXPRESS WARRANTIES CONTAINED IN THIS PURCHASE AGREEMENT; ALSO SUBJECT TO THE WARRANTY OF SELLER THAT NO HAZARDOUS SUBSTANCES HAVE BEEN PLACED ON THE PREMISES. BUYER FURTHER SAYS THAT IT HAS PERSONALLY INSPECTED THE PREMISES AND IS SATISFIED WITH THE CONDITION OF THE LAND, AND THE BUILDINGS AND IMPROVEMENTS THEREON.

9. **Real Estate Commission.** Seller shall be solely responsible for any real estate commission or expenses of a broker or real estate consultant retained, employed, or utilized by Seller. Seller agrees to indemnify and hold the Buyer harmless from any liability, including reasonable attorney fees, occasioned by reason of any person or entity asserting a claim for such real estate commission or expenses arising from this transaction.

10. **Closing.** The closing date of this sale shall be on or before _____, 2000 ("Closing"). The Closing shall be conducted at Transnation Title Insurance Company, 570 Seminole Road, Ste. 102, Muskegon, MI 49444. The parties shall execute an IRS Closing Report at the Closing.

11. **Delivery of Deed.** Seller shall execute and deliver a warranty deed to Buyer at Closing for the Premises.

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

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

14. **Costs.** Seller shall be responsible to pay the Michigan transfer tax in the amount required by law. Seller shall be responsible to pay for the recording of any instrument which must be recorded to clear title to the extent required by this Agreement. Buyer shall pay for the cost of recording the warranty deed to be delivered at Closing.

15. **General Provisions.**

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

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

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

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

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

f. **Survival of Representations and Warranties.** The representations, warranties, covenants and agreements contained in this Agreement and in any instrument provided for herein shall survive the Closing and continue in full force and effect after the consummation of this purchase and sale and continue until all liabilities of Buyer have been fully satisfied.

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

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

WITNESSES:

Linda Porter
Linda Porter

JoAnn Krkowski
JOANN KRKOWSKI

BUYER: CITY OF MUSKEGON

By Fred J. Nielsen
Fred J. Nielsen, Mayor

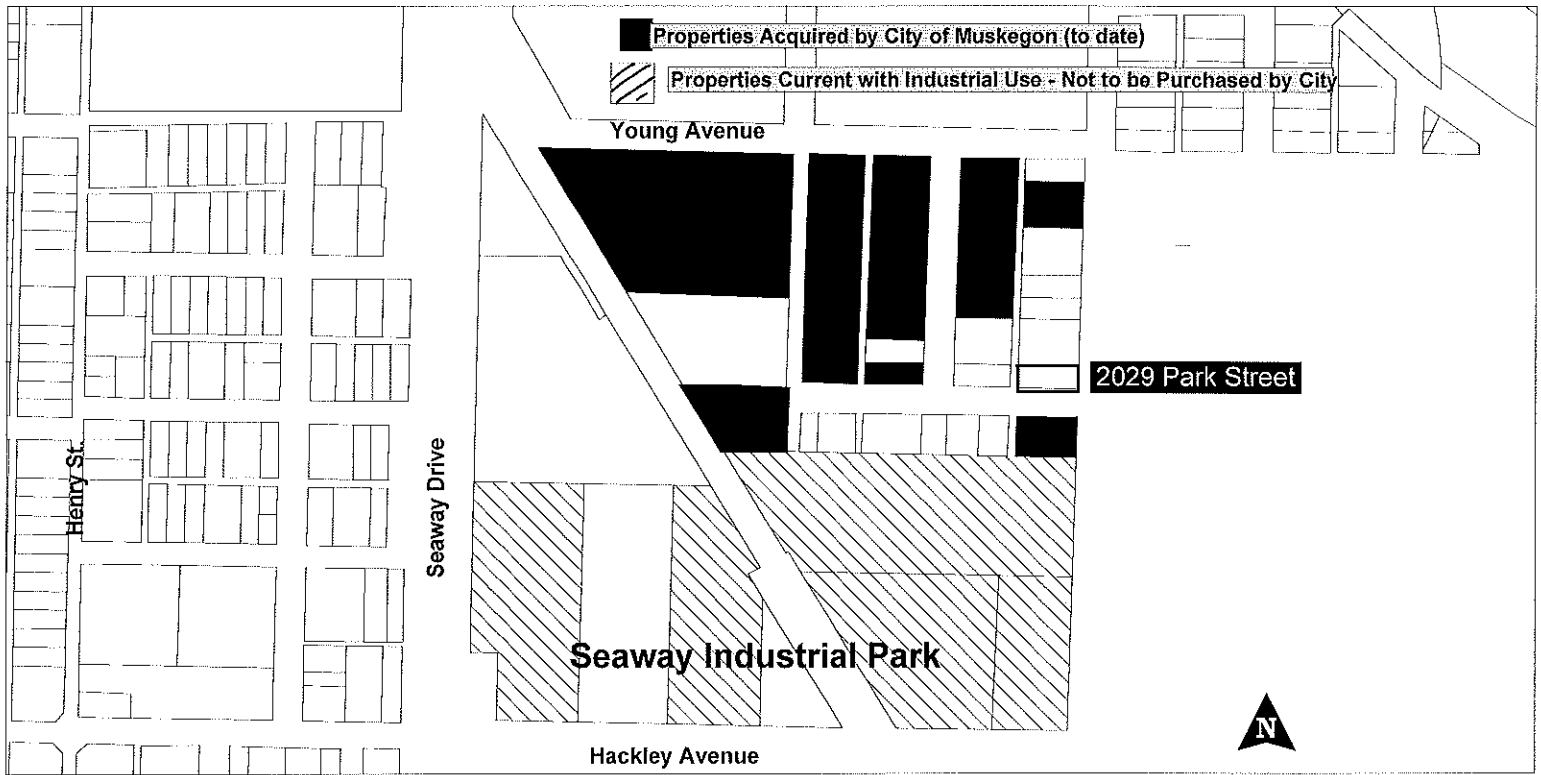
By Gail A. Kunderger
Gail A. Kunderger, Clerk

SELLER:

Adam D. Wilson
Adam D. Wilson (SS# 385-86-6472)

PREPARED BY:

G. Thomas Johnson
Parmenter O'Toole
175 W. Apple Avenue
Muskegon, MI 49443-0786
Telephone: 231/722-1621



CITY COMMISSION MEETING
Tuesday July 25, 2000

TO: Honorable Mayor and City Commissioners

FROM: Anthony Kleibecker, Chief of Police

DATE: July 18, 2000

SUBJECT: FY 1998 Local Law Enforcement Block Grant

SUMMARY OF REQUEST:

Police Department staff request that the Commission approve the use of FY 1998 Local Law Enforcement Grant money to purchase 100 Safariland holsters (Model 6280). These are duty holsters to be worn with our uniforms. These particular holsters are known as Level II safety holsters. They provide added security for the officers especially in cases where officers are involved in altercations. The design of this particular holster greatly reduces the chance that the officers' gun will be removed against his/her will and used against the officer or other members of the community.

FINANCIAL IMPACT:

None

BUDGET ACTION REQUIRED:

\$8,500.00 in grant money to be utilized for this purchase. Nye Uniform of Grand Rapids, Michigan submitted the low bid. Money from the FY 1998 LLEBG must be expended no later than September 30, 2000.

STAFF RECOMMENDATION:

Based upon safety considerations, staff recommends that the Commission authorize the purchase of these holsters.

BID PROCESS:

Bids were accepted from the following vendors:

Nye Uniform Grand Rapids, MI	\$85.00 per holster
Michigan Police Equipment Charlotte, MI	\$87.95 per holster
Galls Lexington, KY	\$109.99 per holster

Nye Uniform was accepted as the low bidder.

CITY COMMISSION MEETING
Tuesday July 25, 2000

TO: Honorable Mayor and City Commissioners

FROM: Anthony Kleibecker, Chief of Police

DATE: July 18, 2000

SUBJECT: FY 1998 Local Law Enforcement Block Grant

SUMMARY OF REQUEST:

Police Department staff request that the Commission approves the use of FY 1998 Local Law Enforcement Grant (LLEBG) money to purchase 15 Sony digital cameras and 2 Sony video cameras. The digital cameras will be utilized by patrol officers, community police officers, detectives and traffic officers. The video cameras will be used for recording crime scenes and for traffic accident reconstruction. The digital cameras will be stored in the police vehicles. Having the cameras accessible will allow the officer to record a scene immediately, with no delay involved for either the officer or the community.

This camera package includes protective cases, 3 printers, and compact discs for photo storage and supporting software.

FINANCIAL IMPACT:

Based upon the current costs associated with buying and processing film, we estimate that we will save \$12,000.00 per year from our general fund budget by transitioning to a digital system.

BUDGET ACTION REQUIRED:

\$19,950.00 in grant money to be utilized for this purchase. Technical staff have assisted us in preparing this camera package. There would be a number of vendors involved. Money from the FY 1998 LLEBG must be expended no later than September 30, 2000.

STAFF RECOMMENDATION:

Based upon the cost savings to the department, staff recommends that the Commission authorize the purchase of this video system.

Memorandum

To: Capt. Dan Stout
CC: D/Sgt Dean Roesler
From: Det John Corrigan
Date: 05/31/00
Re: Digital Cameras

Capt Stout

The prices for the items listed below can change between this time and the time that the order is placed. Also note that the cameras will be harder to get the longer we take to get them. If you remember some item that I have forgotten let me know. Listed with the memo is an overview of each piece of equipment that you can read and make sure it is what we are looking for.

QUANTITY	ITEM	MODEL #	PRICE/PER	TOTAL
3	H-P printer	1220 Cse	\$499.99	\$1499.97
1	write/read CD	H-P 911I	\$299.99	\$299.99
15	Camera's (Sony)	DS-s70	\$750.00	\$11250.00
2	Memory sticks	64/Sony	\$140.00	\$280.00
1	Software		\$100.00	\$100.00
20	R/W CD's		\$20.00	\$20.00
2	Video Camera (Sony)	GL-1	\$2500.00	\$5000.00
15	Camera cases	Acc-Css	\$80.00	\$1200.00

May 31, 2000

	(extra battery/stick)		
2	Pelican Hard Cases (for video camera's)	\$100.00	\$200.00
10	DV video cassettes	\$9.95	\$99.50
	TOTALS		\$19949.46

Date: July 12, 2000
To: Honorable Mayor and City Commissioners
From: Ric Scott 
RE: Forestry Policies Amendments

SUMMARY OF REQUEST:

To adopt the amended Forestry Department Policies

FINANCIAL IMPACT:

Added a cost for the removal of good or marginal trees

BUDGET ACTION REQUIRED:

None

STAFF RECOMMENDATION:

Approve

COMMITTEE RECOMMENDATION:

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

Assessor
231/724-6708
FAX/726-5181

Cemetery
231/724-6783
FAX/726-5617

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

Clerk
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FAX/724-4178

Comm. & Neigh.
Services
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FAX/726-2501

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FAX/724-6768

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

Income Tax
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FAX/724-6768

Info. Systems
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FAX/722-4301

Leisure Service
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FAX/724-1196

Manager's Office
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FAX/722-1214

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

Neigh. & Const.
Services
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FAX/726-2501

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

Police Dept.
231/724-6750
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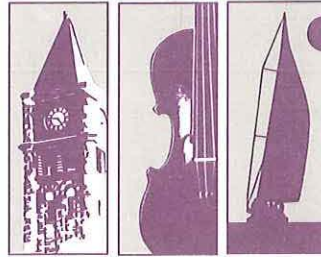
Public Works
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FAX/722-4188

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231/724-6720
FAX/724-6768

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

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

MUSKEGON



West Michigan's Shoreline City

Date: July 12, 2000

To: Honorable Mayor and City Commissioners

From: Ric Scott *[Signature]*

Re: Forestry Policy Amendments

Attached is a copy of the proposed amended Forestry Department Policy. The City Commission many years ago adopted the original policy. I recommend that you adopt the attached amended policy.

The primary change to the policy is the creation of a set of fees for the removal of good or marginal trees that we would not remove, except at the request of the owner. All too often, we are requested to remove trees that are in the way of some property owner. We have sidewalk issues, driveway issues, marginal species, sightline issues, etc., that people want us to remove the tree. Currently, we generally tell them we won't remove it, but there are times when the tree does go. We do charge the owner currently \$150 to purchase a replacement tree.

We believe that the owner should not only pay the proposed increased fee of \$200 for a replacement tree but should pay the cost of the removal as well. We are not proposing they pay for dead or dying trees, just good or marginal trees that don't need to be removed because of their condition. The range for the fee is based on the diameter of the tree as measured 4" above grade.

This policy will do two things. Generate additional money that can be used to plant trees, and will eliminate many of the requests for tree removals.

Staff believes that this will be a good addition to the policy, and would recommend adoption of the policy.

Thank you for your consideration.

2000-73(d)

FORESTRY DEPARTMENT POLICIES**TREE REMOVAL POLICY****A. Purpose**

To set up criteria and procedures for carrying out those criteria, for removing and planting trees.

B. Definition of Tree Quality**1. Good Species**

Trees that have the appropriate mature size for the growing site, are relatively pest free, and have a mature form acceptable for a street tree.

2. Marginal Species

Trees that have the appropriate mature size for the growing site are relatively pest free and have a mature form acceptable for a street tree.

3. Poor Species

Trees that will have a mature size too large for the growing site have pest problems and/or have a mature form unacceptable for a street tree.

Including:

A) Chinese Elm

B) Siberian Elm

C) Sumac

D) Tree of Heaven

E) Female Corktree

C. Removal from planting sites**1. Adjacent Property Owner**

Removal by permit to the adjacent property owner or utility as follows:

- a) All trees that are in poor condition may be removed.
- b) Trees in a poor location (crowding driveways, other trees, etc.) may be removed, but good species must be replaced, \$200 fee for replacement of tree to be planted elsewhere in addition to the cost of removal (per the size chart) paid by the requestor.
- c) Removals for other reasons (too much shade, sidewalk problems, sewer problems, etc.) are not permitted for good species. They may be considered for marginal or poor species, if so there is a \$200 fee for replacement of tree to be planted elsewhere in addition to the cost of removal (per the size chart) to be paid the by requestor.
- d) If the property owner or a tree company is going to remove the tree they have to present a certificate of insurance and proof that they are bonded.

2. City Crews

- a) Removal by City crews at City expense.
- b) Good and marginal species in a poor location will not be removed, but poor species may be removed, but poor species may be removed if replaced by the requestor.
- c) Removal of good trees for other reasons will not be allowed. Marginal and poor species may be removed if replaced by the requestor.

Forestry Department Tree Removal Costs

*Tree measured at 4' above grade

3" - 6"	\$ 150
6" - 12"	\$ 250
12" - 18"	\$ 275
18" - 24"	\$ 525
24" - 30"	\$ 600
30" - 36"	\$ 900
36" - 42"	\$ 1100
42" & over	\$ 1300

FORESTRY DEPARTMENT POLICIES
TREE PLANTING POLICY

A. Purpose

To establish a method to determine the type, size, and location for tree planting within the Cities public right of ways.

B. Species selection and amount

1. Species selection

Species selection will be based on soil type, width of the parkway, spacing between trees, primary power line location, and other factors. If appropriate growing space is available behind the sidewalk on city owned right of way trees may be planted behind the sidewalk.

2. Mature tree size to Park way width (with no overhead wires)

Park Width:	Mature Tree Size:
4 to 5 feet	Up to 30 foot height
5 to 6 feet	Up to 40 foot height
Over 6 feet	any height

C. Planting Stock Size

1. Right of Way

All trees planted on street right of way will have a minimum caliper of 1.5 inches.

2. Tree to object Minimum Spacing

- a) Tree to tree (small mature size) 20 ft
- b) Tree to tree (medium mature size) 40 ft
- c) Tree to tree (large mature size) 50 ft
- d) Tree to intersection (residential) 30 ft
- e) Tree to intersection (major street) 40 ft

- f) Tree to street light 15 ft
- g) Tree to driveway (residential) 10 ft
- h) Tree to driveway (major street) 20 ft

D. Planting by permit-residents, contractors, developers etc.

1. Forestry Department

Trees are to be of species approved by the Forestry Dept. for the street for which planting is requested.

2. Minimum Standard

Trees shall be at least 1.5 inches in diameter as measured six inches above ground Level. Trees that do not meet this minimum standard on inspection must be replaced at once.

3. Tree Limbs

Tree limbs must be trimmed to form a balanced crown.

4. Inspection

Trees may be inspected and approved by the Forestry Dept., either before or after planting. If the trees planted do not meet minimum standards for street trees the installer must replace the trees.

5. State Inspection

State inspection of planting stock is required if planted on a state trunk line.

6. Stakes

If stakes are necessary for mechanical support of the tree the stakes shall be of suitable size to function properly. Unsuitable methods and/or materials must be corrected. Stakes must be removed after one year.

7. Approval

The Forestry Department prior to planting must approve locations of trees.

FORESTRY DEPARTMENT POLICIES
MEMORIAL TREE POLICY

A. Purpose

To establish guidelines for the Leisure Service Department Forestry Section to follow in planting and maintaining trees as memorials in city parks.

B. Policy

1. Director of Leisure Services

Requests for trees to be planted as memorials in city parks must be approved by the Director or Leisure Services after favorable recommendation by the Forestry Manager as to the species, size, and location of the tree.

2. Costs

Trees approved for planting will be planted by Forestry Department crews and all costs incurred in the purchase of the tree will be paid by the person requesting the memorial.

3. Guarantee

The City will guarantee the tree through one growing season and/or replacement if necessary will be made at the expense of the City during this guarantee period.

4. After Guarantee

If the tree dies after the first growing season or any time in the future, replacement will only be made at the expense of the person making the original request.

5. Tree Movement

Realizing that certain necessary changes must be made in parks from time to time, the City shall reserve the right to move the tree whenever practical to a new location or if necessary remove the tree completely.

6. Identification

Identification of the tree by plaque or marker will be permitted if the plaque or marker meets with the City specifications and the tree is located in Veterans Park.

**WOOD AND WOODCHIP
DISPOSAL POLICY**

A. Purpose

To provide a standard method to dispose of wood and woodchips from trees removed by the City of Muskegon.

B. Policy

1. Landfill

All wood and wood chips from trees removed on the City's right of way or City properties will be delivered to the City Landfill.

2. Exception

The owner of the abutting property at the street tree removal location may have the wood upon request if the wood is removed within hours.

3. Wood Selling

Wood stored at the landfill will be periodically sold at market rates.

4. Wood Chips

Wood chips will be available for use at the park sites or other City owned property.

5. Revenues

Revenues from the sale of wood will be used to purchase new trees and will be placed in special account.

Adopted this 25th day of July, 2000.

Ayes: Sieradzki, Spataro, Aslakson, Benedict, Nielsen, Schweifler, Shepherd

Nays: None



Gail A. Kunderinger, City Clerk

Date: July 19, 2000
To: Honorable Mayor and City Commissioners
From: Ric Scott 
RE: Arena Computers

SUMMARY OF REQUEST:

To purchase computers and software for the arena
ticketing area

FINANCIAL IMPACT:

Approximately \$10,000

BUDGET ACTION REQUIRED:

None

STAFF RECOMMENDATION:

Approve

COMMITTEE RECOMMENDATION:

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

Assessor
231/724-6708
FAX/726-5181

Cemetery
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FAX/726-5617

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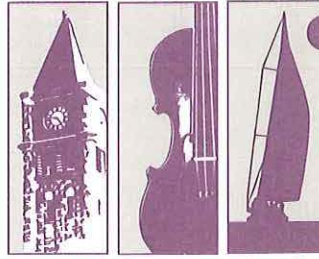
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Water Filtration
231/724-4106
FAX/755-5290

MUSKEGON



West Michigan's Shoreline City

Date: July 19, 2000

To: Honorable Mayor and City Commissioners

From: Ric Scott *RS*

Re: Arena Computers

The computers that operate the ticket program at Walker arena are over 15 years old and have crashed. Jim Maurer has looked at the system and would recommend we replace them. He estimates that the cost would not exceed \$10,000.

We purchased the current computers from Larry Gordon when his contract was not extended. Staff recommends that we purchase the new computers so we don't get into the same problem sometime in the future.

There are several proposed changes to the arena contract that we will be brought to the commission in August. However, the computers need to be addressed now. However, there are changes to the arena contract that can pay for the computers.

I would ask for your authorization to replace the computers and software at the arena for approximately \$10,000.

Thank you for your consideration.

Commission Meeting Date: July 25, 2000

Date: July 13, 2000
To: Honorable Mayor and City Commissioners
From: Planning & Economic Development 
RE: Rezoning request for property located at 808 Oak Ave. (NE corner of Oak Ave. and Getty St.)

SUMMARY OF REQUEST:

Request to rezone property located at 808 Oak Ave., at the NE corner of Oak Ave. and Getty St., from R-1, Single-Family Residential and OSC, Open Space Conservation to B-4, General Business.

FINANCIAL IMPACT:

None

BUDGET ACTION REQUIRED:

None

STAFF RECOMMENDATION:

Staff recommends denial of the request due to lack of compliance with the future land use map and Master Land Use Plan, or if the City Commission is comfortable with the range of B-4 uses for the corner portion of the property, that only the existing greenhouse site be rezoned, and the rest of the site would remain R-1 and OSC.

COMMITTEE RECOMMENDATION:

The Planning Commission concurred with staff's recommendation to deny the request. The vote was unanimous.

CITY OF MUSKEGON

RESOLUTION 2000-73(f)

RESOLUTION OF DENIAL FOR REZONING REQUEST

WHEREAS, a request to rezone property located at 808 Oak Ave., at NE corner of Oak Ave. and Getty St., from R-1, Single-Family Residential and OSC, Open Space Conservation to B-4, General Business was considered by the Planning Commission, and;

WHEREAS, a public hearing on the request was held by the Planning Commission on July 12, 2000, and;

WHEREAS, the Planning Commission recommended denial of the request because it is not consistent with the future land use map and Master Land Use Plan;

NOW, THEREFORE, BE IT RESOLVED that the rezoning request is hereby denied.

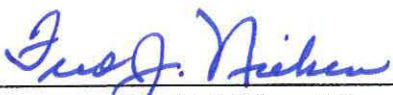
Adopted this 25th day of July, 2000.

Ayes: Aslakson, Benedict, Nielsen, Schweifler, Shepherd, Sieradzki, Spataro

Nays: None

Absent: None

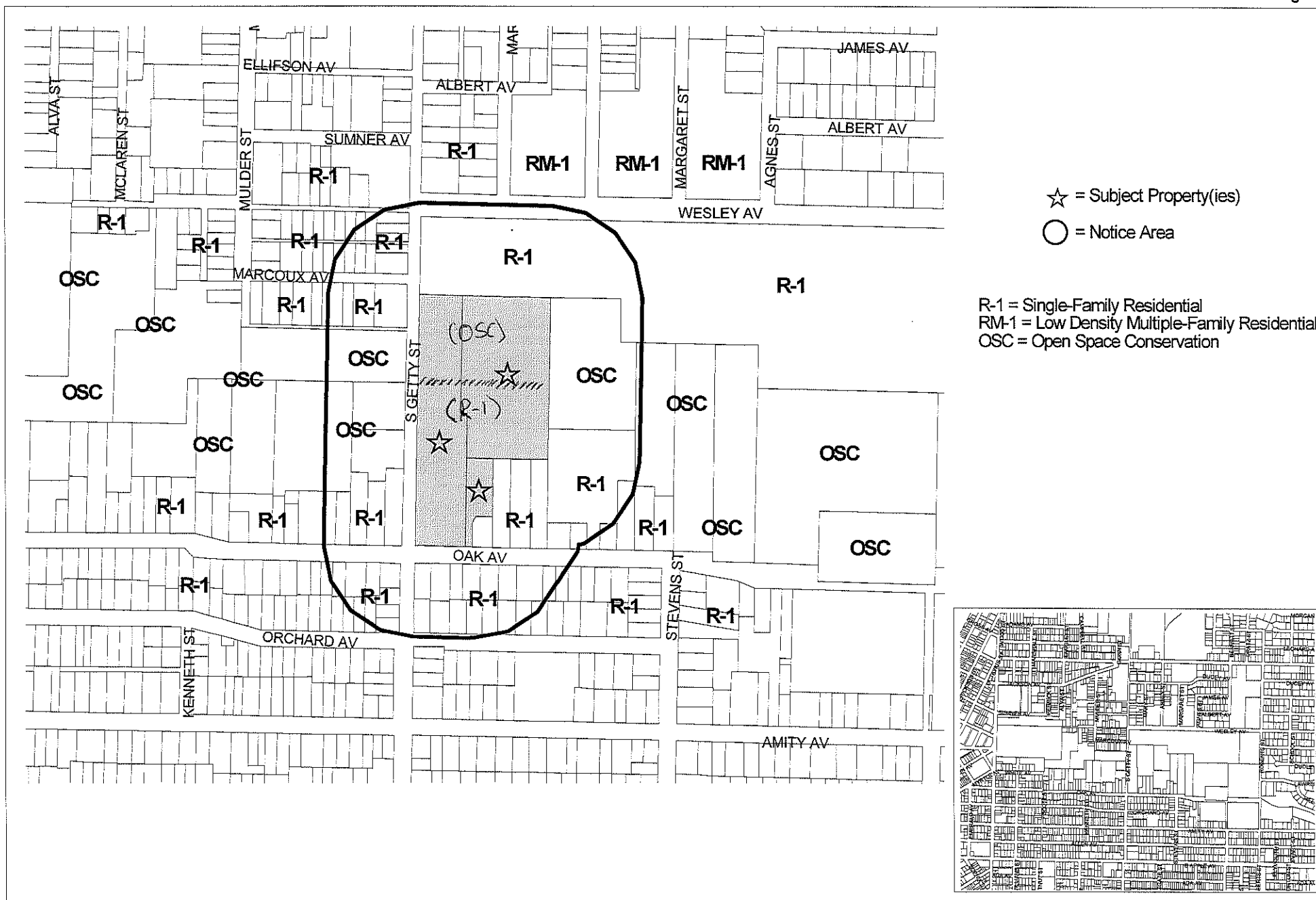
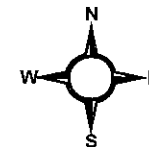
By: _____


Fred J. Nielsen, Mayor

I hereby certify that the foregoing constitutes a true and complete copy of a resolution adopted by the City Commission of the City of Muskegon, County of Muskegon, Michigan, at a regular meeting held on July 25, 2000.

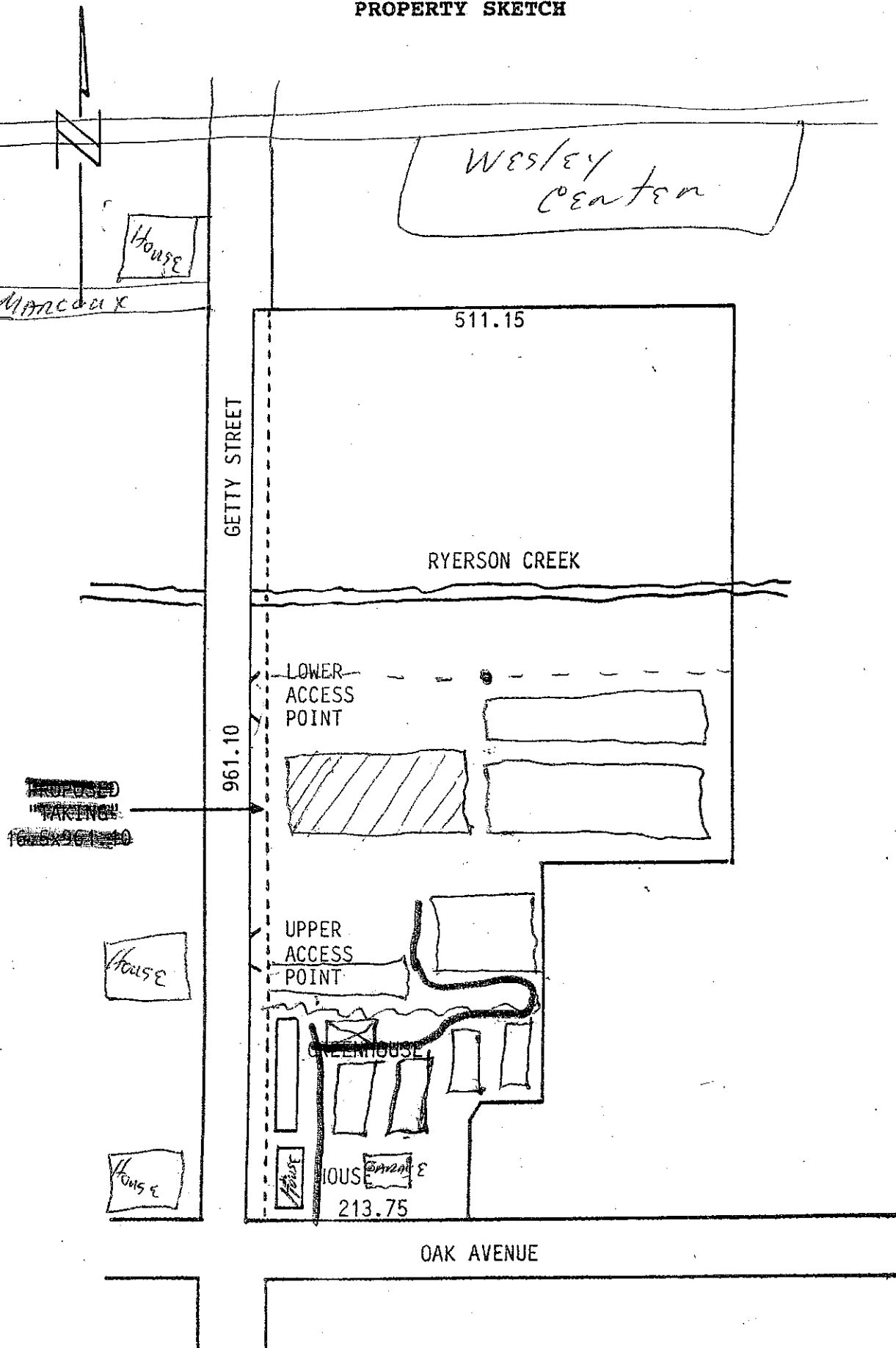

Gail Kunding, CMC/AAE
Clerk, City of Muskegon

City of Muskegon Planning Commission Case #2000-25



700 0 700 1400 Feet

PROPERTY SKETCH



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

July 12, 2000

Hearing; Case 2000-25: Request to rezone property located at 808 Oak Ave. (NE corner of Oak Ave. and Getty St.) from R-1, Single-Family Residential and OSC, Open Space Conservation to B-4, General Business, by Timothy Vanderstelt.

BACKGROUND

Applicant: Timothy Vanderstelt

Address/Location of Subject Property: 808 Oak Ave. (NE corner of Oak Ave. and Getty St.)

Current Use: Vacant/greenhouses

Current Zoning: R-1, Single-Family Residential and OSC, Open Space Conservation

Proposed Zoning: B-4, General Business

STAFF OBSERVATIONS

1. The subject property is located within two different zoning districts, R-1 and OSC. The property has frontage along Getty St., as well as Oak Ave., and contains a portion of the Ryerson Creek ravine in the rear portion, and along the Getty St. frontage.
2. There is one business located on the R-1 portion of the subject property, Vanderstelt Greenhouses. This existing use is non-conforming.
3. The Future Land Use Map shows a small portion of the subject property, right on the corner of Getty St. and Oak Ave., to be Single & Two-Family Residential. The rest of the subject property is shown as Open Space.
4. The Master Land Use Plan states:
 - ◆ *Ryerson Creek and Fourmile Creek traverse the sub-area [12]. These systems provide wildlife habitat, greenspace, and help to identify the area's character.*

It is the goal of the Master Plan to maintain the residential integrity of the sub-area, while setting aside small segments suitable for commercial and industrial uses in a highly compatible, non-threatening fashion.

- ◆ *Strip commercial development of a mixed variety is found along Apple Avenue near the US-31 and Getty Street intersections... An industrial area is located near the intersection of Getty Street with Seaway Drive (Skyline Drive). This area is situated directly across from the Teledyne Continental Plant. The industrial area is isolated/buffered by woodlands and wetlands associated with the Muskegon River.*

- ◆ *Apple Avenue is likely to experience additional demand for increased commercial use.*
5. The Master Plan recommends for this sub-area:
 - ◆ *Clustered commercial development should be confined to the US-31 and Getty Street intersections, consistent with similar development identified in Sub-Areas 3 and 4.*
 6. The subject property is located several blocks north of the more commercialized Apple Avenue corridor, and is almost completely surrounded by residential uses and some vacant, open space behind. The Master Plan clearly recommends that the focus of the area stay residential.
 7. Although Getty St. is mostly a commercial corridor south of Apple Ave., the section north of Apple Ave. mostly contains lower intensity uses such as homes and churches. There are some existing commercial uses scattered along this section of Getty St. as well, although the zoning is B-1, not B-4. There is only one parcel on Getty St., north of Apple Ave., which is zoned B-4 - the Joey's Bar property much further to the north of the subject property. Rezoning the subject property to B-4 would allow the most intensive commercial uses into a predominantly residential area, and could possibly disturb natural habitats in the existing natural area to the rear of the property.
 8. Staff has received one call from a neighbor, asking for information about the plans for the property, but staff has no information at this time on what the applicant plans to do with the property if the rezoning is approved.

ORDINANCE EXCERPTS

ARTICLE IV - R ONE FAMILY RESIDENTIAL DISTRICTS

PREAMBLE

These districts are designed to be composed of low density residential development. The regulations are intended to stabilize, protect, and encourage the residential character of the district and prohibit activities not compatible with a residential neighborhood. Development is limited to single family dwellings and such other uses as schools, parks, churches, and certain public facilities which serve residents of the district. It is the intent of these districts to recognize that the City of Muskegon has been developed and platted with some lots that are smaller than those found in recently urbanized communities, and the standards in Section 2100 reflect residential development standards that the citizens of Muskegon find to be compatible.

SECTION 400: PRINCIPAL USES PERMITTED

In R, One Family Residential, Districts no building or land shall be used and no building shall be erected, structurally altered, or occupied except for one or more of the following specified uses, unless otherwise provided in this Ordinance;

1. One Family detached dwellings.
2. Home occupation of a non-industrial nature may be permitted subject to the following...

3. Congregate living facility for not more than two persons, provided that such facility shall be at least one thousand five hundred (1,500) feet from any other similar facility.
4. Accessory buildings and accessory uses customarily incidental to any of the above Principal Uses Permitted.
5. Uses similar to the above Principal Uses Permitted.

SECTION 401: SPECIAL LAND USES PERMITTED

The following uses, and their accessory buildings and accessory uses, shall be permitted under the purview of Section 2332 after review and approval of the use (and a site plan, if required) by the Planning Commission, after Public Hearing, subject to the applicable conditions, and any other reasonable conditions imposed by the Planning Commission:

1. Private recreational areas, and institutional recreational centers when not operated for profit, and nonprofit swimming pool clubs, all subject to the following conditions...
2. Colleges, universities, and other such institutions of higher learning, public and private, offering courses in general, technical, or religious education not operated for profit, all subject to the following conditions...
3. Churches and other facilities normally incidental thereto subject to the following conditions...
4. Elementary, intermediate, and/or secondary schools offering courses in general education, provided such uses are set back thirty (30) feet from any lot in a residential zone.
5. Cemeteries.
6. Previously existing or established commercial uses not already converted to a residential use may be authorized under Special Use Permit for the following [amended 12/99]...
7. Accessory buildings and accessory uses customarily incidental to any of the above Special Land Uses Permitted.
8. Uses similar to the above Special Land Uses Permitted.
9. Restricted parking areas subject to provisions of Section 2327.1.

SECTION 402: ONE FAMILY DWELLING REGULATIONS

...

SECTION 403: PLANNED UNIT DEVELOPMENT OPTION

...

SECTION 404: AREA AND BULK REQUIREMENTS [amended 4/00]

...

ARTICLE XVI - OSC OPEN SPACE CONSERVATION DISTRICTS

PREAMBLE

The OSC Open Space Conservation Districts are intended to provide for permanent open spaces in the community, and the protection of sand dunes and other natural features, and are designed to provide undeveloped recreational areas and to safeguard the health, safety, and welfare of the citizens of Muskegon and adjacent areas by limiting development in locations where police and fire protection, protection against flooding by high water table or storm water, and dangers from excessive erosion are not possible without excessive costs to the City.

SECTION 1600: PRINCIPAL USES PERMITTED

In the OSC Open Space Conservation District, no building or land shall be used and no building shall be erected, structurally altered, or occupied except for one (1) or more of the following specified uses, unless otherwise provided in this Ordinance.

1. Fishing docks and piers.
2. Hiking, bicycling, jogging, or ski trails.
3. Wildlife preserves or refuge structures.
4. Watershed or erosion protection facilities.
5. Uses similar to the above Principal Uses Permitted.

SECTION 1601: SPECIAL LAND USES PERMITTED

The following uses, and their accessory buildings and accessory uses, shall be permitted under the purview of Section 2332 after review and approval of the use (and a site plan, if required) by the Planning Commission, after Public Hearing, subject to the applicable conditions, and any other reasonable conditions imposed by the Planning Commission:

1. Public and private utilities and services.
2. Accessory buildings and accessory uses customarily incidental to the above Special Land Uses Permitted.
3. Uses similar to the above Special Land Uses Permitted.
4. Parking areas for Principal Uses.

SECTION 1602: PLANNED UNIT DEVELOPMENTS

...

SECTION 1603: AREA AND BULK REQUIREMENTS [amended 4/00]

...

ARTICLE XIII - B-4 GENERAL BUSINESS DISTRICTS

PREAMBLE

The B-4 General Business District is designed to provide for a wide variety of business activities including automotive services and goods, and is generally incompatible with the uses in the B-1, B-2, and B-3 Business Districts. Placement along presently developed major traffic arteries prevents the conflict of traffic and pedestrian movement since the General Business District is characterized by a minimum of pedestrian flow. The B-4 General Business Districts have been located in areas designated on the adopted Land Use Plan.

SECTION 1300: PRINCIPAL USES PERMITTED

In the B-4 General Business District, no building or land shall be used and no building shall be erected, structurally altered, or occupied except for one (1) or more of the following specified uses, unless otherwise providing in this Ordinance:

1. Veterinarian clinics, without outdoor kennels.
2. Bus passenger stations.
3. Stores selling second hand merchandise.
4. Funeral homes.
5. Automobile car wash, when completely enclosed in a building.
6. Auto service stations for the sale of gasoline, oil, and accessories, subject to the following...
7. Self service laundry and dry cleaning establishments.
8. Amusement, entertainment, and recreational, including bowling alleys and skating rinks.
9. Storage of non-hazardous and non-toxic materials or goods provided such storage is within a building or is enclosed as not to be visible to the public from any abutting residential district or public street.
10. Theaters, when completely enclosed.
11. Banks, with or without drive-in facilities.
12. Restaurants and cocktails lounges.
13. Motels and hotels.
14. Residential uses as part of a building in this business zone shall be allowed upon issuance of a Certificate of Occupancy from the Department of Inspections, but provided that the minimum lot area requirements of the RM-3 District are met.
15. Assembly of small parts provided that there shall be no machining, painting, cutting, grinding, or welding of parts.
16. Principal Use as permitted in B-2 Districts.
17. Accessory buildings and accessory uses customarily incidental to the above Principal Uses Permitted.

18. Uses similar to the above Principal Uses Permitted.

SECTION 1301: SPECIAL LAND USES PERMITTED

The following uses, and their accessory buildings and accessory uses, shall be permitted under the purview of Section 2332 after review and approval of the use (and a site plan, if required) by the Planning Commission, after Public Hearing, subject to the applicable conditions, and any other reasonable conditions imposed by the Planning Commission. A site plan shall not be required when there is no change to buildings or existing facilities.

1. Sales space for the sale of new and used automobiles, house trailers, travel trailers, and recreational vehicles, subject to the following...
2. Flea markets and auctions.
3. Business in the character of a drive-in restaurant or open front store, subject to the following...
4. Outdoor recreational space for amusement parks, miniature golf courses, and other outdoor recreation activities subject to the following...
5. Outdoor theaters subject to the following conditions...
6. Private clubs, lodges, social and similar facilities.
7. Churches and other facilities normally incidental thereto subject to the following conditions...
8. Commercial Kennels.
9. Mini Storage (warehouse facilities); (amended 10/98)
 - a. The parcel shall have direct access to a major thoroughfare.
 - b. One (1) parking space shall be provided for each twenty (20) rental units within the buildings, and one (1) parking space shall be provided for each employee on site.
 - c. Between warehouses, there shall be a minimum of twenty five (25') feet for internal access drives. Traffic direction and parking shall be designated by signaling or painting.
 - d. The lot area used for parking and access shall be provided with a permanent, durable, dustless surface and shall be graded and drained so as to dispose of all surface water.
 - e. All lighting shall conform to section 2319 of this ordinance.
 - f. A ten foot landscaped berm shall be required in the front setback of areas adjacent to any residential zone or use.
 - g. Retail, wholesale, fabrication, manufacturing, or service activities may not be conducted from the storage units by the lessees.
 - h. Storage of goods shall be limited to personal property with no commercial distribution allowed and no operation which requires the regular delivery or pick-up

of goods in truck in excess of one and one-half (1.5) ton rated capacity shall be permitted.

- i. All storage shall be within the enclosed building area. There shall be no outside storage or stockpiling.
 - j. No storage of hazardous, toxic, or explosive materials shall be permitted at the facility. Signs shall be posted at the facility describing such limitations.
10. Accessory uses and accessory buildings customarily incidental to the above Special Land Uses Permitted.
11. Uses similar to the above Special Land Uses Permitted.
12. Non-accessory signs provided that the signs conform to Section 2308 (1) (f) of this code.

SECTION 1302: PLANNED UNIT DEVELOPMENTS

...

SECTION 1303: AREA AND BULK REQUIREMENTS [amended 4/00]

...

DELIBERATION

Criteria-based questions typically asked during a rezoning include:

1. **What**, if any, identifiable **conditions** related to the petition **have changed which justify** the petitioned **change in zoning**.
2. **What** are the **precedents and the possible effects** of precedent which **might result from the approval or denial** of the petition.
3. What is the **impact** of the amendment on the ability of the city to provide **adequate public services and facilities and/or programs** that might reasonably be required in the future if the petition is approved.
4. Does the petitioned zoning change adversely affect the environmental conditions or value of the surrounding property.
5. Does the petitioned zoning change generally **comply with the adopted Future Land Use Plan of the City**.
6. Are there any **significant negative environmental impacts** which would reasonably occur if the petitioned zoning change and resulting allowed structures were built such as:
 - a. **Surface water** drainage problems
 - b. **Waste water** disposal problems
 - c. Adverse effect on surface or subsurface **water quality**

- d. **The loss of valuable natural resources such as forest, wetland, historic sites, or wildlife areas.**

Date: July 14, 2000
To: Honorable Mayor and City Commission
From: David Smith, Water/Sewer Supervisor DPW
Re: Budgeted purchase of Sewer Lateral Camera

SUMMARY OF REQUEST: Approval to purchase one sewer camera kit from GREGWARE EQUIPMENT COMPANY for \$ 8,371.10. This kit includes

1. 1.7 " color camera with 4" skid.
2. 6" & 8" skids.
3. 200' cable reel and stand.
4. Command Module & Monitor tv/vcr.
5. Gator Receiver & bag.

FINANCIAL IMPACT: \$ 8,371.10 from sewer equipment purchases.

BUDGET ACTION REQUIRED: None, \$ 9,500 this was budgeted for 2000.

STAFF RECOMMENDATION: Approve purchase of one Gator cam II kit From GREGWARE EQUIPMENT COMPANY.

COMMITTEE RECOMMENDATION:

Memo

To: Robert Kuhn

From: David Smith

Date: 07/19/00

Re: purchasing sewer lateral camera for inspection and tracing.

Bob, I would like to purchase a sewer lateral camera kit from GREGWARE EQUIPMENT COMPANY for \$ 8,371.50. This was the low bid, the other camera I found that is comparable was from Doheny supply for \$9,175.00. Attached to the back are the quotes I received from two cameras that were comparable.

This camera and tracing receiver will be really valuable and used often in the department. Currently if a home owner has a sewer problem that a private cleaner can't open they take out a sewer permit for \$ 600.00. We are then notified to dig up the sewer lateral. The problem is we currently do not have any equipment that does a accurate job of tracing a sewer line or one that tell us the depth of the sewer. We are taking a educated guess every time we dig up a sewer. When we dig a hole in the street and the sewer lateral isn't at that location it usually costs us thousands of extra dollars in materials and labor to dig another hole. This camera kit should save us thousands of dollars a year because we will be able to know where to dig and how deep to make our hole the first time. Using the camera will also let us inspect the condition of the pipe so we will know whether to replace the pipe or do a spot repair.

I have been looking at various cameras for the last few years and the technology has improved to where it would help us to have a camera. We have budgeted to purchase this camera for the year 2000.

Jack Doheny Supplies, Inc.

WORLD'S LARGEST DEALER OF SEWER
CLEANING & AIR HANDLING EQUIPMENT

777 DOHENY COURT
P.O. BOX 609
NORTHVILLE, MI 48167

www.doheny-supplies.com

(248) 349-0904
FAX (248) 349-2774
WATS (800) 3 DOHENY

FOR: City of Muskegon
1350 East Keating
Muskegon, MI 49442

DATE: February 21, 2000

ATTN: Mr. Dave Smith
Fax: 231-724-4184
Phone: 231-724-6994

We are pleased to submit a quotation for the equipment listed below.

ONE (1) General Wire Spring Gen-Eye II Black & White camera system:

200ft Push Rod, Open Reel, Stainless Steel Camera Head with red LED's; 9" TV/VCR combination unit; AC/DC switchable; 3" - 12" pipe inspection; 3" skid assy; built-in footage counter; voice over; text entry; date and time readout. 4", 6", 8" skid kit

4" for camera price *7,875.00*
Gen-Eye II Black & White Camera price \$6,675.00
Optional Pipe Locator \$1,300.00

Price does not include freight if applicable.

7,875.00
Total package \$ 9,175

This quotation becomes a contract for delivery and payment of the merchandise listed above only when signed by the customer or one of its officers.

Customer: _____

By: _____

Date: _____

M. Suiter *DAH*
Mike Suiter
Jack Doheny Supplies, Inc.

Jack Doheny Supplies, Inc.

WORLD'S LARGEST DEALER OF SEWER
CLEANING & AIR HANDLING EQUIPMENT

777 DOHENY COURT
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Color Camera price
Gen-Eye II Black & White Camera price \$6,675.00

Optional Pipe Locator \$1,300.00

Price does not include freight if applicable.

7,875.00 Color Camera
1,300.00
Total package \$9,175.00

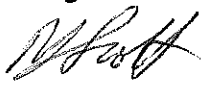
This quotation becomes a contract for delivery and payment of the merchandise listed above only when signed by the customer or one of its officers.

Customer: _____

By: _____

Date: _____

M. Suiter
Mike Suiter
Jack Doheny Supplies, Inc.

Date: July 19, 2000
To: Honorable Mayor and City Commissioners
From: Ric Scott 
RE: Marsh Field Paving Bids

SUMMARY OF REQUEST:

To award a contract to Asphalt Paving for paving the parking lot as Marsh Field

FINANCIAL IMPACT:

\$77,466

BUDGET ACTION REQUIRED:

None, funded through CDBG

STAFF RECOMMENDATION:

Approve

COMMITTEE RECOMMENDATION:

Affirmative Action

231/724-6703
FAX/722-1214

Assessor

231/724-6708
FAX/726-5181

Cemetery

231/724-6783
FAX/726-5617

Civil Service

231/724-6716
FAX/724-4405

Clerk

231/724-6705
FAX/724-4178

Comm. & Neigh.

Services
231/724-6717
FAX/726-2501

Engineering

231/724-6707
FAX/727-6904

Finance

231/724-6713
FAX/724-6768

Fire Dept.

231/724-6792
FAX/724-6985

Income Tax

231/724-6770
FAX/724-6768

Info. Systems

231/724-6744
FAX/722-4301

Leisure Service

231/724-6704
FAX/724-1196

Manager's Office

231/724-6724
FAX/722-1214

Mayor's Office

231/724-6701
FAX/722-1214

Neigh. & Const.

Services
231/724-6715
FAX/726-2501

Planning/Zoning

231/724-6702
FAX/724-6790

Police Dept.

231/724-6750
FAX/722-5140

Public Works

231/724-4100
FAX/722-4188

Treasurer

231/724-6720
FAX/724-6768

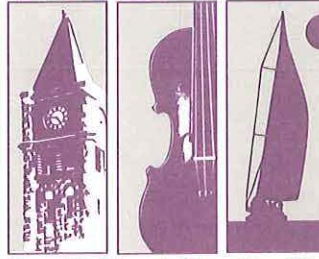
Water Billing Dept.

231/724-6718
FAX/724-6768

Water Filtration

231/724-4106
FAX/755-5290

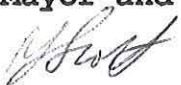
MUSKEGON



West Michigan's Shoreline City

Date: July 17, 2000

To: Honorable Mayor and City Commissioners

From: Ric Scott 

Re: Marsh Field Paving Project

On Tuesday, July 18th, bids were received for the Marsh Field Parking Lot Paving Project.

The bids received were as follows:

Asphalt Paving	\$77,466
----------------	----------

This project is funded through the CDBG program. This will be a part of the Day of Caring project in conjunction with the United Way.

I would recommend that the low bid of \$77,466 from Asphalt Paving be accepted.

Thank you for your consideration.

Date: July 5, 2000
To: Honorable Mayor and City Commission
From: Gail A. Kunding, City Clerk *gk*
RE: Utility Franchise Ordinance – Quest Energy

SUMMARY OF REQUEST: Adoption of an ordinance for Quest Energy utility franchise within the City of Muskegon.

FINANCIAL IMPACT: None.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: Approval of the request.

COMMITTEE RECOMMENDATION: No recommendation.

**AN ORDINANCE GRANTING A NON-EXCLUSIVE
FRANCHISE TO QUEST ENERGY,
TO USE LOCAL PUBLIC WAYS AND DO LOCAL ELECTRICAL BUSINESS**

WHEREAS, Quest Energy, its successors and assigns, seeks a public utility franchise to use the highways, streets, alleys, bridges, and other public places for the transmission of electricity, and to do local electric business in the City of Muskegon, and

WHEREAS, the City of Muskegon, Muskegon County, Michigan, is empowered, pursuant to the Michigan Constitution of 1963, and Chapter XIV of its own City Charter, to grant public utility franchises by Ordinance,

NOW, THEREFORE, the City of Muskegon, Michigan Ordains:

Section 1. Grant of Non-Exclusive Rights

A. **Term; Revocable at Will.** City of Muskegon (City) grants to Quest Energy, its successors and assigns (Grantee), subject to the terms and conditions set forth below, the non-exclusive right, power and authority to construct, maintain and use electric lines consisting of towers, masts, poles, cross-arms, guys, braces, feeders, transmission and distribution wires, transformers and other electrical appliances (hereinafter "Electric System") on, along, across and under the highways, streets, alleys, and bridges (hereafter "Public Ways") as identified in Exhibit A to this Ordinance and to do local electric business in the City of Muskegon, Muskegon County, Michigan, for a period of five years. Notwithstanding the term of this agreement, it is revocable at will in accordance with the Michigan State Constitution, Article 7 Section 25.

B. **Location in Public Ways.** To the maximum extent possible, Grantee shall place its electrical system on, within, and along existing utility facilities in the Public Ways.

C. **Lease.** Grantee shall not lease or sublease any portion of its electrical system within the city to a person who by law is required to obtain the City's permission or consent to transaction business in the City and who lacks such permission or consent. Grantee shall not allow the property of a third party or non-electrical system wires or any other facilities to be overlashed, affixed or attached to any portion of its electrical system or allow other actions with a similar result without the written consent of the City Manager or that person's designee.

Section 2. Use of Public Rights-of-Way by Grantee

A. **No Burden on Public Ways.** Grantee and its contractors, subcontractors and the Grantee's Electric System shall not unduly burden or interfere with the present or future use of any of the Public Ways within the City. Grantee shall erect and maintain its Electric System so as to cause minimum interference with the use of the Public Ways and with the rights or reasonable

convenience of property owners. No Public Way shall be obstructed longer than necessary during the work of construction or repair to the Electric System. Grantee's cable, wires, structures and equipment shall be suspended or buried so as to not endanger or injure persons or property in the Public Ways. If the City in its reasonable judgment determines that any portion of the Electric System constitutes an undue burden or interference, Grantee at its expense shall modify its Electric System or take such other actions as the City may determine is in the public interest to remove or alleviate the burden, and the Grantee shall do so within the time period established by the City.

B. Restoration of Public Ways. Grantee and its contractors and subcontractors shall immediately restore, at Grantee's sole cost and expense and in a manner approved by the City, any portion of the Public Ways that is in any way disturbed, damaged, or injured by the construction, operation, maintenance or removal of the Electric System to as good or better condition than that which existed prior to the disturbance. In the event that Grantee, its contractor or subcontractors fail to make such repair within the time specified by the City, the City shall be entitled to complete the repair and Grantee shall pay the costs of the City for such repair.

C. Easements. Any easements required for installation or maintenance of an Electric System or part thereof by Grantee over or under private property shall be arranged and paid for by Grantee. Any use or intrusion on private property without an easement or other instrument evidencing permission of the property owner shall constitute a trespass by Grantee and a violation of this Agreement. Any easements over or under property owned by the City other than the Public Ways shall be separately negotiated with the City.

D. Tree Trimming. Grantee may trim trees upon and overhanging the Public Ways so as to prevent the branches of such trees from coming into contact with the Electric System. Grantee shall minimize the trimming of trees to trimming only those that are essential to maintain the integrity of its Electric System. No trimming shall be done in the Public Ways without previously informing the City.

E. Pavement Cut Coordination/Additional Fees. Grantee shall coordinate its construction program and all other work in the Public Ways with the City's program for street construction, rebuilding, resurfacing and repair (collectively, "Street Resurfacing"). Grantee shall meet with the official of the City primarily responsible for the Public Ways at least twice per year to this end.

The goals of such coordination shall be to require Grantee to conduct all known work in the Public Ways in conjunction with or immediately prior to any Street Resurfacing planned by the City, and to prevent the Public Ways from being disturbed by Grantee for a period of years after such Street Resurfacing.

Grantee shall pay to the City the sum of \$1,250 for each fifty feet (50') cut into or excavation of any Public Way, or portion thereof, which was subject to Street Resurfacing within

18 months prior to such cut or excavation. This fee is in addition to and not in lieu of the obligation to restore the Public Ways.

F. **Marking.** Grantee shall mark its Electric System as follows: Aerial portions of the Electric System shall be marked with a marker on its lines on alternate poles which shall state Grantee's name and provide a toll-free number to call for assistance. Direct buried underground portions of the Electric System shall have: (1) a conducting wire placed in the ground at least several inches above the Grantee's cable or wire (if such cable or wire is non-conductive); (2) at least several inches above that a continuous colored tape with Grantee's name and a toll-free number and a statement to the effect that there is buried cable beneath; and, (3) stakes or other appropriate above-ground markers with Grantee's name and a toll-free number and indicating that there is buried cable below.

G. **Compliance with Laws.** Grantee shall comply with all laws, statutes, ordinances, rules and regulations regarding the installation, construction, ownership or use of its Electric System, whether federal, state or local, now in force or which hereafter may be promulgated (including, without limitation, any ordinance requiring the installation of additional conduit when Grantee installs underground conduit for its Electric System). Before any installation is commenced, Grantee shall secure all necessary permits, licenses and approvals from all appropriate departments, agencies, boards or commissions of the City or other governmental entity as may be required by law, including, without limitation, all utility line permits and highway permits. Grantee shall comply in all respects with applicable codes and industry standards, including but not limited to the National Electrical Safety Code (latest edition) and the National Electric Code (latest edition). Grantee shall comply with all zoning and land use ordinances and historic preservation ordinances as may exist or may hereafter be amended.

H. **Street Vacation.** If City vacates or consents to the vacation of a street or alley within its jurisdiction, and such vacation necessitates the removal and relocation of Grantee's facilities in the vacated Public Way, Grantee agrees, as a condition of this Agreement, to consent to the vacation and to move its facilities at its sole cost and expense when asked to do so by the City or a court of competent jurisdiction. Grantee shall relocate its facilities to such alternative route as the City, acting reasonably and in good faith, shall designate.

I. **Relocation.** If the City requests Grantee to relocate, protect, support, disconnect, or remove its facilities because of street or utility work, Grantee shall relocate, protect, support, disconnect, or remove its facilities, at its sole expense, to such alternate route as City, acting reasonably and in good faith, shall designate.

J. **Public Emergency.** The City shall have the right to sever, disrupt, dig up or otherwise destroy facilities of Grantee, without any prior notice, if such action is deemed necessary by the Mayor, City Manager, Police Chief or Fire Chief because of a public emergency. Public emergency shall be any condition which, in the opinion of any of the officials named, poses an immediate threat to the lives or property of the citizens of the City, caused by any natural or man-made disaster, including, but not limited to, storms, floods, fire, accidents,

explosions, major water main breaks, hazardous material spills, etc. Grantee shall be responsible for repair at its sole expense of any of its facilities damaged pursuant to any such action taken by the City.

K. **Miss Dig.** If eligible to join, Grantee shall subscribe to and be a member of "MISS DIG," the association of utilities formed pursuant to Act 53 of the Public Acts of 1974, as amended, MCL 460.701, et seq, and shall conduct its business in conformance with the statutory provisions and regulations promulgated thereunder.

L. **Use of Existing Facilities: Compensation to City.** Grantee shall utilize existing poles, conduits, and other facilities wherever practicable, and shall not construct or install any new, different, or additional poles, or other facilities unless expressly authorized by the City. Where existing utility wiring is located underground, either at the time of initial construction or subsequent thereto, Grantee's Electric System shall also be located underground unless otherwise expressly authorized by the City. In the event Grantee desires to utilize existing poles, conduits or other facilities owned by the City, Grantee shall be obligated to pay the existing standard charge for attachment to, placement in, or other use of those facilities.

To the extent that Grantee chooses to construct its own utility wiring or other new facilities, Grantee agrees to compensate the City for use of the public rights of way. Unless otherwise agreed by the City and Grantee, the compensation shall be paid at the rate of \$0.30 per lineal foot of wiring or other facilities installed.

M. **Underground Relocation.** If Grantee has its facilities on Consumers Energy Company's or any other public utility company's above ground utility poles and the owner of said poles relocates its facilities to an underground conduit, Grantee shall relocate its facilities underground in the same location.

N. **Pole/Conduit License Agreement Notification.** If Grantee forfeits or otherwise loses its rights under a pole/conduit license agreement with Consumers Energy Company or other entity, then Grantee shall notify the City Manager in writing within 14 days.

Section 3. **No City Liability: Indemnification; Insurance.**

A. **City Not Liable.** The City, and its agents, employees, and contractors, shall not be liable to Grantee or Grantee's customers for any interference with or disruption in the operation of Grantee's Electric System, or the provision of service over or through the Electric System, or for any damages arising out of Grantee's use of the Public Ways.

B. **Indemnification.** As part of the consideration for of this Agreement. Grantee shall defend, indemnify, protect and hold harmless City, its officers, agents, employees, departments, boards, and commissions from any and all claims, losses, liabilities, causes of action, demands, judgments, decrees, proceedings, and expenses of any nature (including, without limitation, actual fees and expenses of attorneys, expert witnesses and consultants),

arising out of or resulting from the acts or omissions of Grantee, its officers, agents, employees, contractors, successors, or assigns, but only to the extent of the fault of the Grantee, its officers, agents, employees, contractors, successors, or assigns.

C. **Assumption of Risk.** Grantee undertakes and assumes for its officers, agents, contractors and subcontractors and employees, all risk of dangerous conditions, if any, on or about any City-owned or controlled property, including Public Ways, and Grantee hereby agrees to indemnify and hold harmless the City against and from any claim asserted or liability imposed upon the City for personal injury or property damage to any person arising out of the installation, operation, maintenance or condition of the electric system or Grantee's failure to comply with any federal, state or local statute, ordinance or regulation.

D. **Notice. Cooperation and Expenses.** City shall give Grantee prompt notice of the making of any claim or the commencement of any action, suit or other proceeding covered by the provisions of this Section. Nothing herein shall be deemed to prevent City from cooperating with Grantee and participating in the defense of any litigation by City's own counsel.

Grantee shall pay all reasonable expenses incurred by City in defending itself with regard to any such actions, suits or proceedings. These expenses shall include all out-of-pocket expenses such as attorney fees and shall also include the reasonable value of any services rendered by or on behalf of the City Attorney, and the actual expenses of City's agents, employees or expert witnesses, and disbursements and liability assumed by City in connection with such suits, actions or proceedings.

E. **Insurance.** If Grantee installs or constructs any physical facilities, except for meters in the City separately from those facilities of Consumers Energy Company or its successor, thereafter the Grantee shall maintain in force during the remaining period of its franchise, an insurance policy issued by a reputable insurer licensed in the State of Michigan and acceptable to the City for comprehensive general liability coverage, including all risks thereunder, together with any special electric liability endorsements, insuring the City as an additional insured, and covering liability for injuries to any person or property, having liability limits of \$5,000,000. A certificate evidencing the issuance of the said policy shall be placed with the City, and the insurance shall be renewed during the entire remaining franchise period as a condition of the continuance of this franchise. A failure to renew or cancellation of the policy shall constitute cancellation of the franchise. The declaration of coverage or any other document from the insurance company regarding notice, shall guarantee that the City shall receive 30 days written notice of cancellation or modification before the policy may be canceled or changed.

Section 4. **Franchise Not Exclusive**

The rights, power and authority granted herein are not exclusive.

Section 5. Rates

Grantee shall be entitled to charge the inhabitants of the City for electricity furnished at the rates approved by the Michigan Public Service Commission, to the extent it, or its successors, have authority and jurisdiction to fix and regulate electrical rates and promulgate rules regulating such service in the City. Such rates and rules shall be subject to review and change any time upon petition being made by either the City acting through the City Commission or by Grantee.

Section 6. City Jurisdiction

Grantee shall be and remain subject to all Ordinances, rules and regulations of the City now in effect or which might subsequently be adopted for the regulation of land uses or for the protection of the health, safety and general welfare of the public; provided, however, that nothing herein shall be construed as a waiver by Grantee of any of its existing or future rights under Michigan or Federal law or a limitation upon the existing or future powers of the City pursuant to its Charter or Michigan or Federal law.

Section 7. Michigan Public Service Commission

A. **Jurisdiction.** Grantee shall, as to all other conditions and elements of service not addressed or fixed by this Ordinance, remain subject to the rules and regulations applicable to electric service by the Michigan Public Service Commission, or its successor bodies.

B. **Filing.** Grantee shall provide the City with copies of all documents which Grantee sends to the Michigan Public Service Commission and copies of all orders, decisions, or correspondence Grantee receives from the Public Service Commission, generally affecting its service or business, and in particular the City of Muskegon. Grantee shall permit City inspection and examination of all records it is required to maintain or file under Michigan Public Service Commission rules and regulations.

Section 8. Effective Date.

This Ordinance shall take effect 30 days after adoption by the City Commission, provided, however, it shall cease and be of no affect after 30 days from its adoption unless and until within said period Grantee files an acceptance in writing with the City Clerk.

This ordinance adopted:

Ayes: Sieradzki, Spataro, Aslakson, Benedict, Nielsen, Schweifler, Shepherd
Nays: None

Adoption Date: July 25, 2000

Effective Date: August 24, 2000

First Reading: July 11, 2000

Second Reading: July 25, 2000

CITY OF MUSKEGON

By: Gail A. Kunderger
Gail A. Kunderger
City Clerk

CERTIFICATE

The undersigned, being the duly qualified clerk of the City of Muskegon, Muskegon County, Michigan, does hereby certify that the foregoing is a true and complete copy of an ordinance adopted by the City Commission of the City of Muskegon, at a regular meeting of the City Commission on the 25th day of July, 2000, at which meeting a quorum was present and remained throughout, and that the original of said ordinance is on file in the records of the City of Muskegon. I further certify that the meeting was conducted and public notice was given pursuant to and in full compliance with Act No. 267, Public Acts of Michigan of 1976, as amended, and that minutes were kept and will be or have been made available as required thereby.

Dated: _____,

Gail A. Kunderger
Gail A. Kunderger, CMC/AAE
Clerk, City of Muskegon

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

EXHIBIT "A"

To

**AN ORDINANCE GRANTING A NON-EXCLUSIVE FRANCHISE TO DTE
ENERGY MARKETING, INC., TO USE LOCAL PUBLIC WAYS AND TO DO
LOCAL ELECTRICAL BUSINESS IN THE CITY OF MUSKEGON,
MICHIGAN.**

Pursuant to Section 1, A, o the above referenced Ordinance, the City of Muskegon (City) grant to DTE Energy Marketing, Inc., it successors and assigns (Grantee), subject to the terms and conditions set forth in the above-referenced Ordinance, the non-exclusive right, power, and authority to construct, maintain, and use electric lines consisting as towers, masts, poles cross-arms, guys, braces, feeders, transmission and distribution wires, transformers, and other electrical appliances (Electric System) on, along, across, and under the highways, streets, alleys, and bridges (Public Ways) identified as follows:

ALL PUBLIC WAYS WITHIN CITY LIMITS OF THE CITY OF MUSKEGON.



July 7, 2000

Ms. Gail A. Kunderinger
City Clerk
City of Muskegon
933 Terrace Street
P.O. Box 536
Muskegon, Michigan 49443

Re: Electric Franchise Request from Quest Energy to the City of Muskegon

Dear Ms. Kunderinger,

Pursuant to the City of Muskegon Ordinance No. 1158 as adopted on April 14, 1998, and consistent with our telephone conversation of July 5, 2000, enclosed is our check in the amount of \$1,000.00 made payable to the City of Muskegon as payment for the required application fee regarding the above referenced matter.

If possible, please submit Quest Energy's electric franchise request to City of Muskegon City Commission for approval consideration at the July 11, 2000 Commission meeting. Please advise me of any action taken by the City Commission regarding this matter.

If you should require any additional information, please contact me. I can be reached at extension #27 should you wish to contact me by phone.

Thank you once again for your assistance.

Sincerely,
QUEST ENERGY, L.L.C.

A handwritten signature in cursive script that reads "William H. Shippy".

William H. Shippy
Director of Government Affairs

Enclosure

acct # 101-00000 - 4624

QUEST ENERGY, L.L.C.
P.O. BOX 3830
173 PARKLAND PLAZA, SUITE B
ANN ARBOR, MI 48106-3830



10675

CHECK DATE	CONTROL NUMBER	AMOUNT
07/07/2000	010675	USD *****1000.00

PAY One Thousand and 00/100----- Dollars

TO THE
ORDER
OF City of Muskegon

⑈010675⑈ ⑈072000326⑈ 205000483896⑈

SECURITY FEATURES: MICRO PRINT TOP & BOTTOM BORDERS COLORED PATTERN - ARTIFICIAL WATERMARK ON REVERSE SIDE - MISSING FEATURE INDICATES A COPY

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

Assessor
616/724-6708
FAX/724-4178

Cemetery
616/724-6783
FAX/726-5617

Civil Service
616/724-6716
FAX/724-6790

Clerk
616/724-6705
FAX/724-4178

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

Engineering
616/724-6707
FAX/727-6904

Finance
616/724-6713
FAX/724-6768

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

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

Info. Systems
616/724-6975
FAX/724-6768

Leisure Service
616/724-6704
FAX/724-6790

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

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

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

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

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

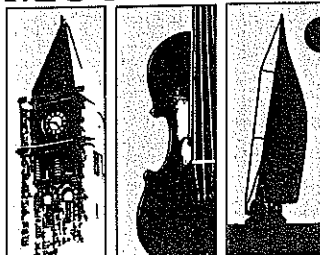
Public Works
616/724-4100
FAX/722-4188

Treasurer
616/724-6720
FAX/724-6768

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

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

MUSKEGON



West Michigan's Shoreline City

July 27, 2000

Mr. William H. Shippy
Director of Government Affairs
Quest Energy
173 Parkland Plaza, Suite B
Ann Arbor, MI 48103

Dear Mr. Shippy:

Enclosed is the utility franchise ordinance that was adopted by the City Commission on July 25, 2000. Please send an acceptance in writing to the City Clerk, Gail Kundering, before August 24, 2000.

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

Thank You,

Linda Potter

Linda Potter
Deputy City Clerk

Enc.



173 Parkland Plaza, Suite B
Ann Arbor, Michigan 48103

August 3, 2000

Ms. Gail A. Kunderinger
City Clerk
City of Muskegon
933 Terrace Street
P.O. Box 536
Muskegon, Michigan 49443

Re: Ordinance No. 2026 Acceptance by Quest Energy, L.L.C.

Dear Ms. Kunderinger,

Enclosed with a letter dated July 27, 2000 that I received from Linda Potter was an executed and certified copy of the above referenced ordinance as adopted on July 25, 2000, by the City Commission of the City of Muskegon, granting an electric franchise to Quest Energy.

Enclosed are two originals of our executed written acceptance of the franchise ordinance as required pursuant to Section 8 of the ordinance.

Please acknowledge and certify your receipt of our written acceptance by executing and returning one fully executed acceptance and certification document to my attention.

Thank you for your assistance regarding this matter.

Sincerely,
QUEST ENERGY, L.L.C.

A handwritten signature in blue ink that reads 'William H. Shippy'.

William H. Shippy
Director of Government Affairs

Enclosures

ACCEPTANCE

Quest Energy, L.L.C. hereby confirms its acknowledgement, agreement and acceptance of the terms, conditions and provisions of Ordinance Number 2026, as adopted on the 25th day of July 2000, by the City Commission of the City of Muskegon, Michigan, which ordinance is entitled as follows:

AN ORDINANCE GRANTING A NON-EXCLUSIVE FRANCHISE TO QUEST ENERGY, TO USE LOCAL PUBLIC WAYS AND DO LOCAL ELECTRICAL BUSINESS.

IN WITNESS WHEREOF, Quest Energy, L.L.C. has caused this Acceptance to be executed by its duly authorized officer, this 3rd day of August 2000.

Signed and sworn before me
this 3rd day of August, 2000.

QUEST ENERGY, L.L.C.

Debra R. Patrick Notary Public
Washtenaw County, Michigan
My Commission Expires: 4/14/01

By: Walter J. Balcer
Walter J. Balcer
Its: Member

DEBRA R. PATRICK
NOTARY PUBLIC - WASHTENAW COUNTY, MI
MY COMMISSION EXP: 04/14/2001

CERTIFICATION

I, Gail A Kunding, City Clerk of the City of Muskegon, Michigan, do hereby acknowledge and further do hereby certify that, pursuant to Section 8 of this Ordinance Number 2026, this Acceptance was filed with me as City Clerk of the Muskegon, Michigan on the 7th day of August, 2000.

Gail A. Kunding
Gail A. Kunding
City Clerk

Dated: August 7, 2000.

TO: Honorable Mayor and City Commissioners
FROM: Ken James, Affirmative Action Director
DATE: July 18, 2000
RE: Enterprise Community Citizen Council/CEZ

Summary of Request:

To approve the recommendations for the Enterprise Community Citizen's Council

Financial Impact:

None

Budget Action Required:

None

Staff Recommendation:

Staff recommends approval

Committee Recommendation:

This item will be decided at the City Commission Meeting on 7/25/00

Enterprise Community Citizen Council (ECCC)

The ECCC is an 11-member body that meets upon demand. The make up of the ECCC consists of (2) City Commission members and (9) persons that live, work, or own property, or own a business that owns property in the Enterprise Zone. The responsibilities of the ECCC are to approve or deny applications for Commercial Tax Abatements, as well as, other enterprise community incentives.

The current ECCC is never able to convene or reach a quorum to conduct routine business. With recommendations from the Planning/Economic Development Department, I propose the following changes to the ECCC.

Current ECCC

- Jane Clingman-Scott
- Sally Messner
- Betty DeForest
- Scott Sieradzki
- Louise Herman-Muhammed
- Jon Osborn
- Marfaye Williams
- Richard Rienstra
- William Roche
- Calvin Rucks
- City Commissioner (vacant)

Proposed ECCC

- Scott Sieradzki (commission member)
- *Larry Spartaro (commission member)
- Jane Clingman-Scott (work)
- Betty DeForest (live)
- Louise Herman-Muhammed (live)
- ✓*Kathy Jackson (live)
- Calvin Rucks (live)
- ✓*Michael Bowen (work)
- ✓*Kirk Wahamaki (work)
- ✓*Eugene Fethke (work)
- Sally Messner (work)

*** = New Appointment**

Date: July 19, 2000
To: Honorable Mayor & City Commission
From: Planning & Economic Development Department CBC
RE: Construction of 4 Houses in Lakeside

SUMMARY OF REQUEST: At the last City Commission meeting, this item was presented, and additional information regarding possible environmental concerns was brought forward. The City Attorney was particularly concerned about the statements being made that the site may be a facility, as defined by the Michigan Department of Environmental Quality (MDEQ). Although staff had no knowledge of this prior to the meeting, we feel that these statements may have influenced the Commission to vote against the item. Therefore, staff has researched the environmental concerns with the MDEQ and found that the site is not a facility. However, due to the information staff has indicating that a greenhouse was previously on the site, we will send a letter to the purchaser of the property, indicating that we have such information, and recommending that the purchaser have a Baseline Environmental Assessment completed for the property. This letter will be sent prior to our closing on the property. In light of this information, staff requests that the City Commission reconsider this item.

FINANCIAL IMPACT: Construction of the additional two homes fronting Harrison will generate additional tax revenue for the City.

BUDGET ACTION REQUIRED: None.

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

Resolution No. _____

MUSKEGON CITY COMMISSION

**RESOLUTION APPROVING THE CONSTRUCTION OF TWO HOMES FRONTING
HARRISON STREET IN LAKESIDE.**

WHEREAS, City Commission has already approved the sale of the map # 24-30-34-429-006 to Bill Ingalls II;

WHEREAS, the subject parcel is large enough to construct the two houses fronting Harrison; which will be required to conform to the zoning ordinance and building code standards;

WHEREAS, the construction of the two homes fronting Harrison will generate additional tax revenue;

WHEREAS, construction of the homes is consistent with existing homes within Lakeside;

NOW THEREFORE BE IT RESOLVED, that Bill Ingalls be allowed to construct two homes fronting Harrison, each having dimensions of 72 ft x 102 ft.

(E 150 ft. of North 205 ft Lot 2 Blk 676)

Adopted this _____ day of July, 2000

Ayes:

Nays:

Absent

By: _____
Fred J. Nielsen, Mayor

Attest: _____
Gail Kunding, Clerk

CERTIFICATION

I hearby certify that the foregoing constitutes a true and complete copy of a resolution adopted by the City Commission of the City of Muskegon, County of Muskegon, Michigan at a regular meeting held on July 25, 2000.

By: _____
Gail Kunding, Clerk

CITY OF MUSKEGON

BIDS FOR VACANT CITY LAND

The City of Muskegon will receive sealed bids in the office of the City Clerk, City Hall, 933 Terrace Street, Muskegon, Michigan until 2:00 p.m. on Tuesday, April 11, 2000 for the following City owned parcel of land:

- ♦ A vacant lot on Harrison Avenue between Clifford Street and Lincoln Avenue, City of Muskegon, MI. The Lot is described as the "E 150 feet of the N 205 feet Lot 2 Blk 676, map # 24-30-34-429-006". Minimum bid is \$9,000.
- ♦ The lot will only be sold for the construction of *two* (2) single family homes each having 75 feet of frontage.

The successful bidder will be required to construct the *two* single-family houses on these parcels within 18 months of the date of purchase.

Bids must clearly state the name, address, and phone number of the bidder, the parcel, the amount of the bid, and a brief statement of the proposed use of the property. Bid envelopes should be marked "E 150 feet of the N 205 feet Lot 2 Blk 676, map # 24-30-34-429-006", Tuesday, April 11, 2000".

The City reserves the right to reject any or all bids or to accept the bid that appears to be in the best interests of the City of Muskegon.

For additional information, contact Tamika A. Hale at the Planning Office in City Hall, or by calling (231) 724-6702 during regular office hours.

City Clerk

**Publish: April 2 as a classified ad under "Lots and Building Sites" in Home Front Section
Account No. 101-80400-5267**

**tah
3/24/00**

Commission Meeting Date: July 25, 2000

Date: July 13, 2000
To: Honorable Mayor and City Commissioners
From: Planning & Economic Development 
**RE: Request for a Planned Unit Development for 700 Terrace St.
(former Teledyne property).**

SUMMARY OF REQUEST:

Request for a Planned Unit Development for the former Teledyne property, for a mixed-use development, containing offices, retail, condominiums and a marina. The request is from Lakefront Development, LLC.

FINANCIAL IMPACT:

None

BUDGET ACTION REQUIRED:

None

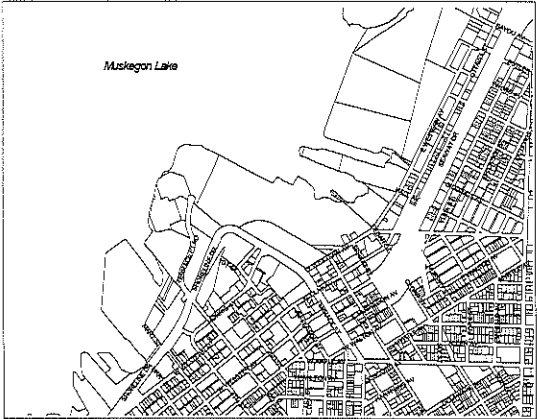
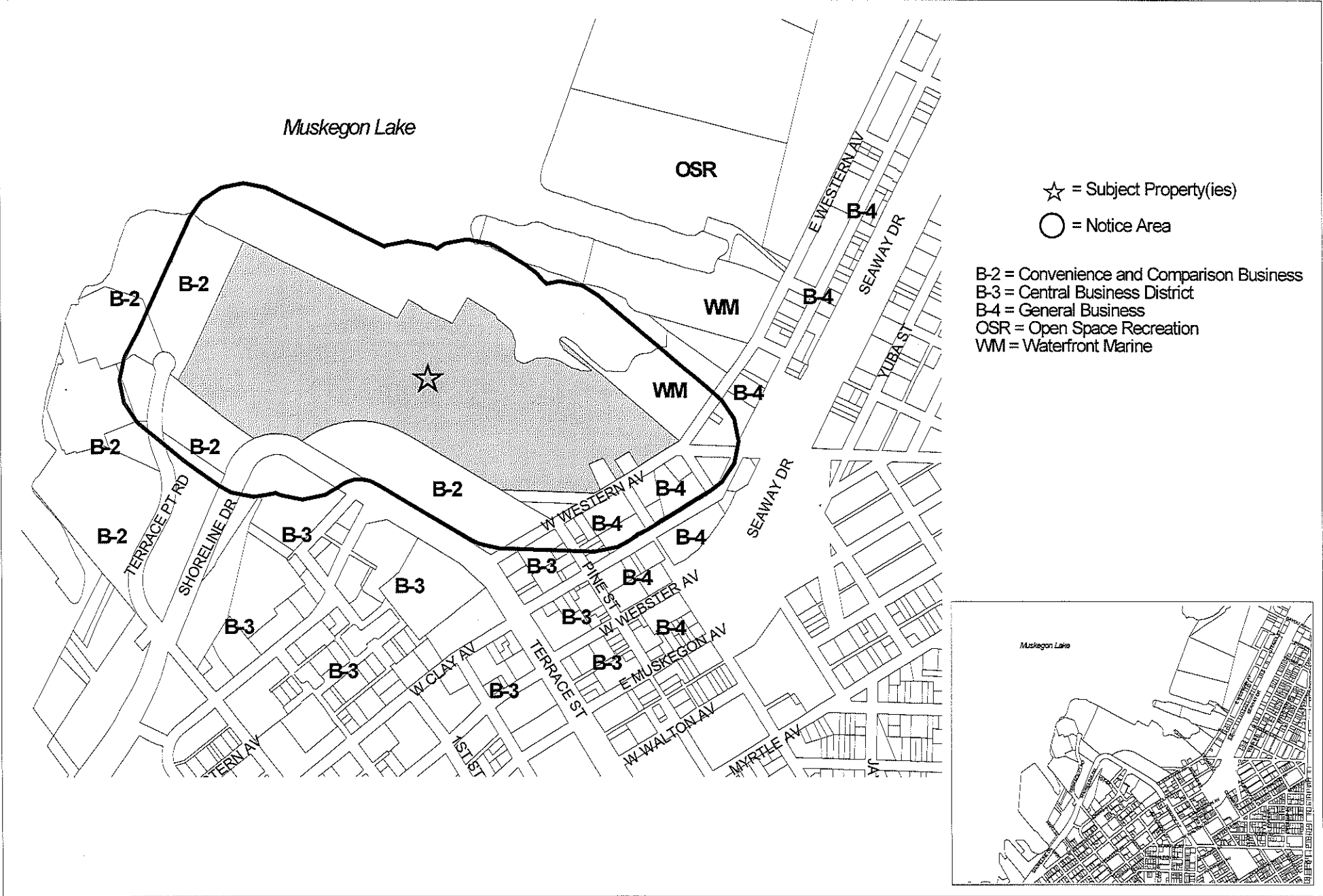
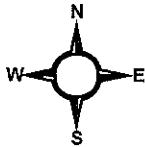
STAFF RECOMMENDATION:

Staff recommends approval of the PUD provided that the conditions listed in the attached resolution are met.

COMMITTEE RECOMMENDATION:

The Planning Commission recommended approval of the PUD, with the conditions listed on the attached resolution. The vote was unanimous.

City of Muskegon
Planning Commission
Case #2000-28



Downtown Muskegon



Lakefront Development, LLC

175 W. Apple Avenue • P.O. Box 786 • Muskegon, Michigan • 49443-0786
Phone 231.722.1621 • Fax 231.722.7866 or 728.2206

June 21, 2000

City of Muskegon
Planning Commission
933 Terrace Street
Muskegon, Michigan 49440

Hand Delivered

**Re: *Application for Approval of Planned Unit Development
and Site Plan Review -- Muskegon Lakefront Development***

Dear Commissioners:

Enclosed is the City of Muskegon Planning & Zoning Application. Our check in the amount of \$500 has also been paid to the City as required by the application. As set forth on the face sheet, we are asking the Planning Commission for preliminary and final approval of the proposed Planned Unit Development for this site as well as Site Plan review. We have also enclosed the following:

- a. Purchase Agreement;
- b. The legal description of the site;
- c. An aerial photograph of Downtown Muskegon depicting the surrounding sites;
- d. An aerial photograph of Downtown Muskegon depicting this site;
- e. Two different color renderings of the proposed Muskegon Waterfront Master Plan (a site plan and three-dimensional overview of the site);
- f. A full size drawing of the proposed Muskegon Waterfront Unit Layout Plan; and,
- g. A full size drawing of the proposed Muskegon Waterfront Master Plan.

Background.

Our involvement with this site began three years ago when the Parmenter O'Toole law firm tried to purchase an acre or two on Muskegon Lake to build a new office building. Determined to locate in Downtown Muskegon, it was important to the law firm to be on or near the lake. The firm approached the owners of lakefront property, but found no one willing to sell even a small parcel for construction of the building. However, during the search for a site, the law firm

Members

John M. Briggs, III ■ W. Brad Groom ■ Jennifer L. Hyland ■ G. Thomas Johnson ■ George W. Johnson
Linda S. Kaare ■ Christopher L. Kelly ■ Keith L. McEvoy ■ William J. Meier ■ Michael L. Rolf
James R. Scheuerle ■ John C. Schrier ■ Scott R. Sewick ■ Philip M. Stoffan ■ Anna K. Urlick

learned that Allegheny Teledyne may have an interest in selling its entire site after the City acquired approximately 11 acres for the construction of Shoreline Drive. Considering the impact of new Shoreline Drive, the acquisition made sense.

Subsequently, a group of attorneys from Parmenter O'Toole formed Lakefront Development, LLC and began negotiating with Allegheny Teledyne to purchase the remaining 34 acres. We reached an agreement in September of 1999 and the enclosed purchase agreement was signed. Allegheny Teledyne is currently seeking approval of its remedial action plan ("RAP") from the Michigan Department of Environmental Quality ("MDEQ"). Once the RAP is approved by the State of Michigan, we are obligated to close the transaction.

The period during which Allegheny Teledyne has been working on its RAP with MDEQ has provided Lakefront Development with the opportunity to conduct its due diligence and to design the site. Since September 1999, we have been working with the City's staff in developing what we believe to be the highest and best use of this important piece of property. After many revisions, we are submitting the enclosed plans and drawings for Planning Commission review and approval of the PUD.

Project Description.

Our frustration in our inability to find a site on the water in downtown Muskegon to build a new building for Parmenter O'Toole has turned into a great opportunity for us, for Muskegon and for the entire West Michigan area. We now have the ability and the desire to divide this site into 17 parcels ranging from .4 to 4.0 acres of land. One of the parcels will be sold to Parmenter O'Toole, for the construction of the law firm's new offices. One of the sites will be donated to either the City or the Muskegon County Community Foundation for public space. The remaining 15 sites will be available to sale to multiple developers for construction of the buildings with uses consistent with the enclosed Master Plans.

The division into units will be accomplished by creating a site condominium for this parcel, with the entire site managed by a condominium association comprised of the developer/unit owners. The Master Deed and Bylaws of the condominium will include many open areas, including nearly all the waterfront, which will allow for limited public access from both land and water. To assure the maximum interaction between developer and the unit owners and for the overall benefit of the City's waterfront development, the developer and the condominium association will work in concert with City staff, and will maintain strict control over both the uses and architectural design of each of the buildings to be constructed.

For the first time in generations, companies and developers will have the opportunity to build along the beautiful Muskegon Lake shoreline. From our first visit to this site, we have recognized the responsibility to the community in identifying the highest and best use of this site. We have taken the time to consider all uses and designs and believe the plan we are submitting suits the development of Muskegon's best feature, Muskegon Lake. With the construction of Shoreline Drive, the relocation of Terrace Street, common areas, Muskegon Lake access and strict architectural control, we believe this plan will be attractive to many business owners who can finally locate their company along Muskegon Lake.

Lakefront Development does not intend to build any of the buildings indicated on the site plans. It intends to sell only the units within the development. One of the many benefits of this plan is that it will allow multiple companies and/or developers to build at the same time, guided by Lakefront, the Association and the general guidelines of a Planned Unit Development, with City staff monitoring the characteristics of individual buildings. We will not have to wait for a single developer to build one building at a time.

Lakefront Development will supervise the construction of all roads and utilities, all of which will be dedicated to the City of Muskegon as public ways. The Clean Michigan Initiative ("CMI") has recently awarded a grant in the amount of 1.61 million dollars to the City of Muskegon for the development of this site, including the construction of infrastructure. The City of Muskegon will build the road and utilities utilizing a portion of that grant. Other features, including the marina basin, common areas, landscaping and water front improvements will be constructed by Lakefront Development or the developer(s). Shoreline Drive and the relocation of Terrace Street will be constructed by the City of Muskegon and the Michigan Department of Transportation.

Storm Water Management Plan.

This site is specifically designed with large green belt and common areas around each building and parking area. All storm water will run off into the green belt areas where it will be detained and percolate into the ground. Infrastructure will include a storm sewer system which will recover the detained water. Eventually, all water will run into Muskegon Lake.

Representatives of Lakefront Development, LLC, plan to attend the public hearing to address any questions which the Planning Commission may have.

Respectfully submitted,



Christopher L. Kelly, member
of **Lakefront Development, LLC**

Exhibits:

- a. Purchase Agreement;
- b. The legal description of the site;
- c. An aerial photograph of Downtown Muskegon depicting the surrounding sites;
- d. An aerial photograph of Downtown Muskegon depicting this site;
- e. Two different color renderings of the proposed Muskegon Waterfront Master Plan (a site plan and three-dimensional overview of the site);
- f. A full size drawing of the proposed Muskegon Waterfront Unit Layout Plan; and,
- g. A full size drawing of the proposed Muskegon Waterfront Master Plan.

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

July 12, 2000

Hearing: Case 2000-28: Request for a Planned Unit Development for 700 Terrace St. (former Teledyne site) by Lakefront Development, LLC.

BACKGROUND

Applicant: Lakefront Development, LLC

Property Address/Location: 700 Terrace St. (former Teledyne property)

Request: PUD to allow mixed-uses (residential, office, retail, marina)

Zoning: B-2, Convenience and Comparison Business

Present Land Use: Vacant

STAFF OBSERVATIONS

1. The subject property is the remainder of the former Teledyne property left, after the City condemned a portion for the Shoreline Dr. East road project. The remainder contains 34.2 acres on Muskegon Lake. Shoreline Dr. has not been started yet - the project will probably be done in 2001 or 2002.
2. The applicants have a signed purchase agreement with Teledyne and will be closing on the property once the Remedial Action Plan (RAP) has been approved by the Michigan Department of Environmental Quality (MDEQ). They are applying for both preliminary and final PUD approval for the site, which will be divided into 17 parcels. The property will be a site condominium and each parcel will be sold separately.
3. As each building site is developed, the individual owner/developer will be subject to a staff site plan review. Each site plan will have to fit in this schematic design as approved by the Planning Commission.
4. The City of Muskegon received a Clean Michigan Initiative (CMI) grant for 1.61 million dollars to develop infrastructure for the site, including roads and utilities. The City and State of Michigan will also be constructing Shoreline Dr. and relocating Terrace St. The applicants (or their developers) will be constructing a marina basin, common areas, landscaping and waterfront improvements.
5. The proposal for the site contains 197,608 square feet of buildings (13% of the total site), and 472,911 square feet of pavement (roads and parking areas, 31.7% of the total site). The parking area alone contains 381,111 square feet (25.5% of the total site). There is 20% of the site dedicated to common open space, and 14% as greenbelt area (shown on

page 2 of the site plan). The lot coverages meet the requirements of the new Table I for the B-2 zoning district.

6. The site plan contains 211,000 square feet of office space, 71,500 square feet of retail space, a 140-slip marina and 108 residential condominiums. There are 1,054 total parking spaces provided, and the breakdown for each building on the site is given on the site plan. Specific parking needs may change for each building, depending on the final uses which occupy them.
7. The structures are all proposed to be 2 to 4 stories with terracing of height. The buildings closest to the water are 2 stories, the ones furthest from the water are 4 stories.
8. The Fire Marshal reviewed the plans and requires further detail regarding fire department access around the various buildings, proposed water main sizing and hydrant placement, marina fire protection requirements, and other items related to building and fire code issues. However, these items can be provided at the building plan review stage and will not stall the project as long as they are addressed satisfactorily at that time.
9. The City Engineer reviewed the plans and specifies that approval of the entrance off of Shoreline Dr. (across from the realigned Western/Spring St.) is contingent upon MDOT approval of the entrance.
10. The site plan shows a pedestrian walkway around the perimeter of the site, and staff has been told that this walkway will tie into the Muskegon Lakeshore Pathway which the City will be building along the future Shoreline Dr. roadway. This will allow public access to the waterfront areas of this site.
11. Setbacks from the water are shown and average 77 feet. Although the second page of the site plan shows the specific breakdown of the 17 lots, setbacks for each specific building are not given. These could be approved as part of each specific lot's site plan, as long as they meet Zoning Ordinance requirements.
12. The applicants are proposing to connect their access road to the existing Terrace Pointe Dr., located just to the west of the subject property. This will allow better traffic circulation for the site, and will tie into the existing uses to the west (Rafferty's, Terrace Pointe Hotel), as well as the 'traditional' downtown area.
13. The Master Plan contains recommendations regarding habitat development and implementation along Muskegon Lake and the Lakeshore area:
 - ◆ *Opportunities for habitat enhancement occur along nearly the entire shoreline... The Muskegon Lakeshore Trail will...offer excellent opportunities for native plant habitat along nearly it's entire route. Implementation of a general recommendation to plant native tree, shrub, and herb species along the trail, extensively when possible, will increase the aesthetics along the trail and provide habitat and a greenbelt around the lake.*
 - ◆ *Heritage Landing, Terrace Point, and other vacant former industrial properties have excellent potential for habitat enhancement. A focus on landscaping with native plants will add to the aesthetic, recreational, and educational quality of the*

lakeshore, and wildlife habitat along the lake. An increase of birds, butterflies, and other small animals would be anticipated with increased native habitat.

Some of the waterfront area, specifically near the marina and lakeshore pathway extension, should be planted with native species, as much as possible, in accordance with the Master Plan recommendations.

14. Staff feels this is a good overall design in that: a) the waterfront remains common, b) there is a court design that fosters a downtown character c) there is continuity of design among the buildings, and d) the landscaping and trail design ties the project together and with the greater community.
15. Staff has received a letter from Verpank Dock Co. (see enclosed) in support of the project.

DELIBERATION

Standards for discretionary uses
emphasis provided

1. Give due regard to the nature of all adjacent uses and structures and the consistency with the adjacent use and development.
2. Find that the proposed use or activity would not be offensive, or a nuisance, by reason of increased traffic, noise, vibration, or light.
3. Adequate water and sewer infrastructure exists or will be constructed to service the activity.
4. The proposed site plan complies with section 2313 (4) of the ordinance and has:
 - a. proper ingress and egress
 - b. sufficient parking areas, streets, roads and alleys
 - c. screening walls and/or fences
 - d. adequate fire and police protection
 - e. provisions for disposal of surface water run-off, sanitary sewage
 - f. adequate traffic control and maintenance services
 - g. preserves property values to related or adjoining properties.

CITY OF MUSKEGON

RESOLUTION 2000-75(a)

RESOLUTION FOR A PLANNED UNIT DEVELOPMENT FOR 700 TERRACE ST. (34.2 ACRES OF THE FORMER TELEDYNE PROPERTY)

WHEREAS, a petition for a planned unit development was received from Lakefront Development, LLC; and,

WHEREAS, a planned unit development will allow a mixed-use development, containing office, retail, condominium and marina uses; and,

WHEREAS, proper notice was given by mail and publication and public hearings were held by the City Planning Commission and by the City Commission to consider said petition, during which all interested persons were given an opportunity to be heard in accordance with provisions of the Zoning Ordinance and State Law; and

WHEREAS, the Planning Commission and staff have recommended approval of the Planned Unit Development and associated site plan with conditions as follows:

1. Fire Department issues will be addressed at the building plan review stage.
2. The approval of the easternmost entrance (across from the realigned Western/Spring St.) is contingent upon MDOT approval.
3. Each separate use/building needs to individually obtain staff site plan approval, meeting the landscaping and site plan review standards of the zoning ordinance, before it goes in. Setbacks, landscaping and parking needs for each individual building/lot need to be shown before approval will be given for that building/lot.
4. The terms of the master deed will be incorporated into the PUD by reference, to help provide compliance with building design and common private open space requirements.
5. As much of the open space as possible, especially near the marina and lakeshore pathway areas, should be either left natural, or planted with native species in order to retain and enhance the habitat.
6. Signage will meet the requirements of the WM, Waterfront Marine district.

NOW, THEREFORE, BE IT RESOLVED that the recommendation by staff and the City Planning Commission be accepted and the final planned unit development is hereby approved with conditions.

Adopted this 25th day of July, 2000

Ayes: Aslakson, Benedict, Nielsen, Schweifler, Shepherd, Sieradzki, Spataro

Nays: None

Absent: None

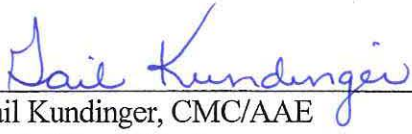
By: Fred J. Nielsen
Fred J. Nielsen, Mayor

Attest: Gail A. Kunding
Gail A. Kunding, Clerk

CERTIFICATE

The undersigned, being the duly qualified clerk of the City of Muskegon, Muskegon County, Michigan, does hereby certify that the foregoing is a true and complete copy of a resolution adopted by the City Commission of the City of Muskegon, at a regular meeting of the City Commission on the 25th day of July, 2000, at which meeting a quorum was present and remained throughout, and that the original of said ordinance is on file in the records of the City of Muskegon. I further certify that the meeting was conducted and public notice was given pursuant to and in full compliance with Act No. 267, Public Acts of Michigan of 1976, as amended, and that minutes were kept and will be or have been made available as required thereby.

DATED: 7-27, 2000.


Gail Kunding, CMC/AAE
Clerk, City of Muskegon

Commission Meeting Date: July 25, 2000

Date: July 13, 2000
To: Honorable Mayor and City Commissioners
From: Planning & Economic Development 
RE: Request for amendment to Planned Unit Development for property near Harvey St., and Oak Ave. (Mercy-General)

SUMMARY OF REQUEST:

Request to amend the Planned Unit Development for Mercy General Health Partners - Oak Campus for a senior housing development to be located on the campus, containing 89 senior apartments and 41 assisted living apartments, plus services (salon, library, etc.). The request is from Mercy Continuing Care.

FINANCIAL IMPACT:

None

BUDGET ACTION REQUIRED:

None

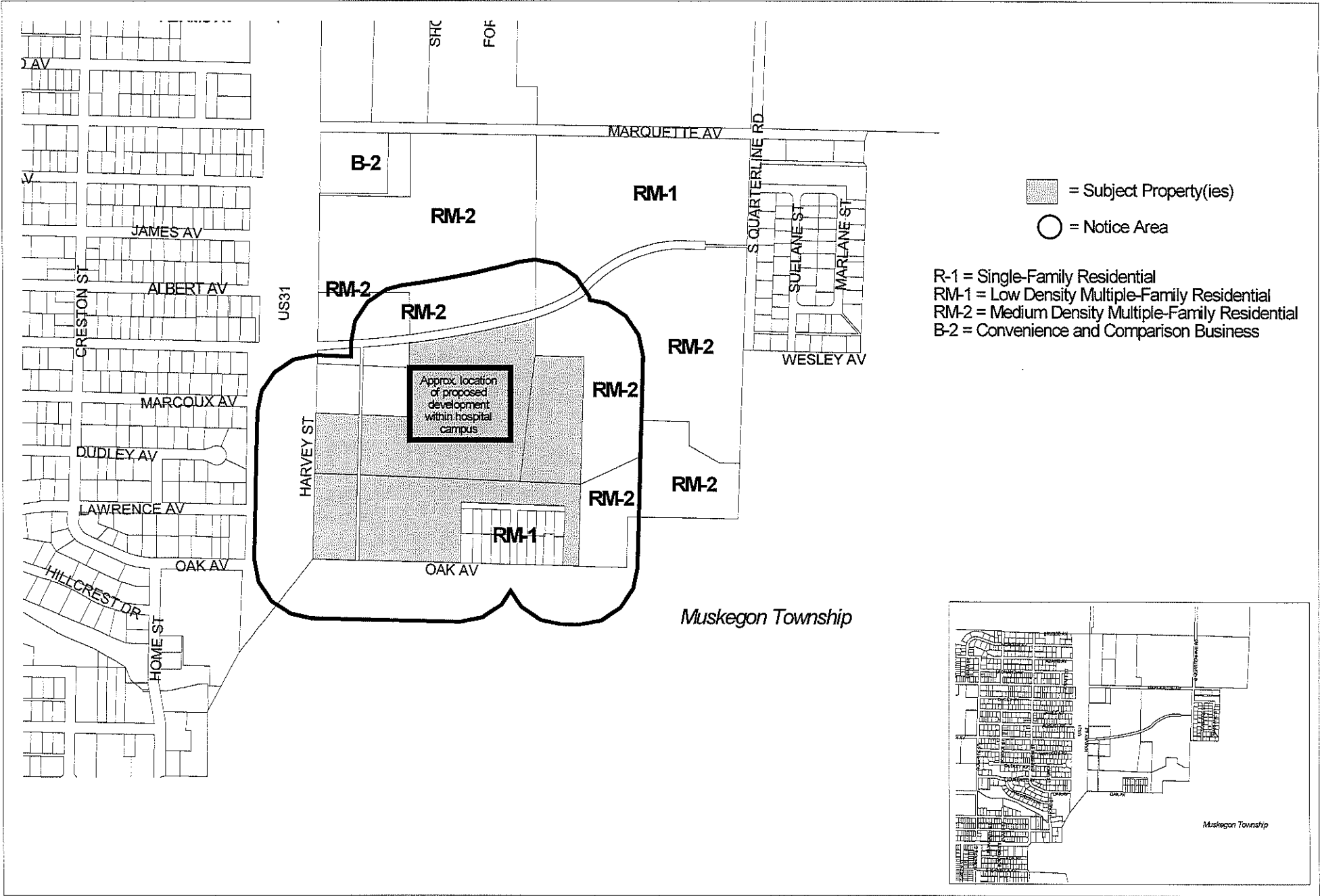
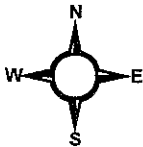
STAFF RECOMMENDATION:

Staff recommends approval of the PUD amendment provided that the conditions listed in the attached resolution are met.

COMMITTEE RECOMMENDATION:

The Planning Commission recommended approval of the PUD amendment, with the conditions listed on the attached resolution. The vote was unanimous.

City of Muskegon
Planning Commission
Case #2000-27



MILLER HANSON WESTERBECK BERGER, INC
ARCHITECTS & PLANNERS

19 June 2000

Ms. Brenda Moore
City of Muskegon
933 Terrace Street
P. O. Box 536
Muskegon, MI 49443-9536

RE: The Village at Mercy Health Center
Muskegon, MI

Dear Brenda:

On behalf of Mercy Continuing Care, we present to you our submission package for your Planning Commission Meeting of July 12, 2000. Enclosed you will find site plans, building plans, exterior elevations and color boards of the proposed project, located northeast of the Mercy Hospital Facility, just east of Harvey Street. We hope these are helpful in assessing the P.U.D. for the aforementioned project.

As you know, this project sits on a heavily wooded lot that is currently master planned, to have a road running through it, connecting Harvey to Quarter Line Road. Although a functional application of the site, the road itself may contribute to additional congestion to the area. This senior facility on the otherhand, we feel, will maintain a quiet atmosphere (see traffic study) to the area, and provide a tremendous service to the community as well.



Through this project, Mercy offers to the citizens of your city, an age restricted project with 89 senior oriented apartments and 4 apartments deemed assisted living. As an organization, Mercy is a good neighbor to your community and in built form Mercy wants to reflect the same message. The design of the exterior is a three-story structure which has a north woods "lodge" feel to it. Regarding project appearance, the site's slope and the project size make it difficult to retain all of the trees on site. However, the site boundaries to the north and west will be maintained with as many existing trees as possible and the entire east side will be natural with the addition of a site pond for water retainage. In addition, the existing site path system and its exercise equipment have been relocated within the reconfigured site plan for all of the community to use.

As an architectural practice, specializing in Senior Care Facilities since 1962, we feel Mercy Continuing Care will provide a tremendous service for the senior population of the greater Muskegon area. Mercy's type of service, with its tight connection to their sophisticated health care organization, may be unparalleled in the United States, and we feel fortunate to be affiliated with this process. As a trend, we see that projects such as this not only serve the senior population, but the fact that seniors move from single family homes helps to free up needed family housing. Ultimately, this raises the tax base as seniors are typically unable to maintain homes to the high degree that families can.

Regarding the actual function of the building: Mercy Hospital's nursing and gerontology staff will provide monthly, on site, assessments of residents to verify their health and well being (there will also be 24 hour nurse staff on call, on site). This monthly assessment is a requirement for residency, and through this activity, staff will be able to make recommendations to clients and family on the type of service each resident may need. Wellness recommendations may be directed towards diet, activities, or a move to a skilled nursing facility, dementia facility or even hospital attention on the campus. This is a program matched by few other organizations, and we feel residents will receive the kind of attention they need in order to maintain a great life style through the later portions of their lives. It is this type of service which sets Mercy's project apart from any other senior facility in this area. However, this is not a skilled nursing facility, this is for seniors who are ambulatory, but who may have special light daily needs to help them live a full life. Part of the stringent assessment routines are to not only educate tenants, but also their families to understand the appropriate time to move into a skilled facility.

Not only will Mercy provide state of the art care for its residents (with the availability of skilled staff and the availability of 3 nutritious meals prepared on site each day), but through its non-profit capabilities Mercy offers the sponsorship of economic grants. These will be for current residents who find that their advanced age and length of stay, have depleted their ability to transfer from the fifty senior oriented apartments to one of the forty assisted living apartments.

The aforementioned building itself contains a wellness center, library, multipurpose rooms, beauty salon, meditation room, hydro therapy room, assisted dining area, congregate dining area, a private dining room for guests and families, a laundry room on each floor, a crafts room and a gentlemen's shop. The building also features two light filled atriums for residents who are unable to get out to enjoy the outdoors.

The exterior extends out to provide two porte-cocheres for automotive drop off and pick up (shown at the intro to this letter), three spacious patio areas for residents to enjoy the out of doors along with connected walking paths which surround the building. We feel these amenities and services combined with its close proximity to walking paths and the hospital itself make it a very suitable location for senior housing. You will note from the attached data sheet that we are asking that the P.U.D. allow the project to be slightly denser than the zoning requirements allow. We are also asking that this project signage, shown on Sheet A-35 be slightly less monumental than the zoning regulations.

You will find, below, the statistical data regarding each apartment unit and the building that contains them.

First Level:

Unit	#	CLF	Sq Ft
A - 1 BR	7	23	414.0
B - 1 BR	7		495.0
C - 2 BR	5		682.0
D - 2 BR	4		735.0
E - EFF	2	ALF	349.0
F - 1 BR	7	13	438.0
G - 2 BR	4		580.0
TOTAL	36		

Second Level:

Unit	#	CLF	Sq Ft
A - 1 BR	7	33	414.0
B - 1 BR	15		495.0
C - 2 BR	7		682.0
D - 2 BR	4		735.0
E - EFF	3	ALF	349.0
F - 2 BR	7	14	438.0
G - 2 BR	4		580.0
TOTAL	47		

Third Level:

Unit	#	CLF	Sq Ft
A - 1 BR	7	33	414.0
B - 1 BR	15		495.0
C - 2 BR	7		682.0
D - 2 BR	4		735.0
E - EFF	3	ALF	349.0
F - 2 BR	7	14	438.0
G - 2 BR	4		580.0
TOTAL	47		

Congregate Living Facility - 89

Assisted Living Facility - 41

TOTAL UNITS = 130

Ground Level = 36,588 sq ft
 Second Level = 35,637 sq ft
 Third Level = 36,458 sq ft
 Total Square footage = 108,683 sq ft
 Total Parking Stalls = 86



I hope that this information is helpful to you in assessing the viability of this facility, and its ability to be a good neighbor to the rest of the community.

I am available to answer any of your questions regarding this 90-unit facility at any time. My office phone number is 612-332-5420, ext. 221, and my mobile phone number is 612-810-8293.

Sincerely,

MILLER HANSON WESTERBECK BERGER, INC

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

Link Wilson, AIA
Vice President

cc: Jeff Melby-Weis Builders
Allyson Boyle-Mercy Continuing Care

MILLER HANSON WESTERBECK BERGER, INC
ARCHITECTS & PLANNERS

19 June 2000

Ms. Brenda Moore
City of Muskegon
933 Terrace Street
P. O. Box 536
Muskegon, MI 49443-9536

Re: Traffic
The Village at Mercy Health Center
Muskegon, MI

Dear Brenda:

As we have discussed at previous meetings, excessive traffic generated from this project could negatively impact the entire area. We feel that this type of senior project is very low impact when it comes to traffic. Please see the attached documentation for reference.

Another great component of the site design for this project is that there is a loop road. This loop road may serve a public bus very well, and we are coordinating with Jim Koens at MTS to verify if he will consider extending the line to the site. If this can happen, we feel the traffic volume shown on the attached sheets will be even less.

At this time, Mercy is hopeful that after three years they will have a quarter million dollar profit for the project. Most of that money will go to assisting residents transition from congregate living to assisted living, however, some of that money could go to a Senior Van if transit service is not extensive enough.

I am hopeful this answers your questions regarding car generation. I am always available for further conversation at my office phone 612-332-5420 extension #221 and mobile 612-332-5420.

Sincerely,

MILLER HANSON WESTERBECK BERGER, INC



Link Wilson, AIA

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

July 12, 2000

Hearing; Case 2000-27: Request for an amendment to the Planned Unit Development for property near Harvey St., and Oak Ave., by Mercy Continuing Care.

BACKGROUND

Applicant: Mercy Continuing Care / Miller Hanson Westerbeck Berger, Inc. Architects

Property Address/Location: within Mercy-General Health Partners - Oak Campus (Harvey St. and Oak Ave.)

Request: PUD amendment to allow a senior living center

Zoning: RM-2, Medium Density Multiple-Family Residential

Present Land Use: Vacant area on hospital campus with pedestrian trail and exercise stations

STAFF OBSERVATIONS

1. This project is proposed to be located within the Mercy-General Health Partners Oak Campus. The subject property is currently vacant, with trees and dense underbrush. There is currently a walking trail on the site, with exercise stations set up.
2. The proposed development includes 89 senior apartments and 41 assisted living apartments. There are also various services located in the complex for the residents' use (e.g., clinic, salon, library). The walking trail and exercise stations have been relocated in the proposal, so that they will still be available to residents of the site and others.
3. The proposed site contains 6.92 acres. The 130 units proposed gives a density of 18.78 units per acre, which is under the 24 units/acre allowed by the new Table I regulations in the RM-2 zoning district. The proposed buildings would cover 12.3% of the site, which is well under the 70% lot coverage for buildings permitted by Table I. We do not have a figure for the amount of pavement covering the site, but it appears to be within the 20% allowed. The site is required to have 15% open space - again, we don't have a figure for this, but staff feels that they appear to meet the requirement. The proposed development is 3 stories high, which is allowed in the RM-2 district.
4. Although a setback boundary area (20-foot front, 25-foot rear, 7-foot each side) is shown on the site plan, the specific setbacks for the building and pavement are not indicated. The required setbacks in the RM-2 district for this development would be 20-foot front, 30-foot rear, and 12-foot each side, with 28-foot total of both sides. Setbacks should be shown on the site plan. The Planning Commission, through the PUD process, does have

the ability to relax some of the setbacks if it makes sense for the design of a particular project.

5. The site plan shows a total of 86 parking spaces, which is above the number required. For senior housing, the Zoning Ordinance requires 1 space per 3 residents, plus 1 space per employee. With 139 total units and 10 employees, the total number of spaces required would be 56. Several handicapped spaces are among those spaces shown on the site plan.
6. Although a great deal of the existing trees need to be removed in order to build the development, the site plan does show existing trees to remain, which would not be displaced by the development. A landscaping plan was submitted, which meets current landscaping requirements. The walking trail is shown to be relocated to circle the development and link to existing trails which would not be disturbed by the development. The walking trail is part of the area designated for common open space as required for a PUD.
7. The Fire Marshal has accepted the site plan as submitted and has no outstanding issues with the site.
8. The City Engineer has reviewed the site plan and has several comments regarding it:
 - A soil erosion permit is required for the site.
 - City personnel will operate all valves on public right-of-way and/or easements.
 - The status of water and sewer service have to be addressed. Will the mains serving the facility be private?
 - Water meter issues need to be addressed. Will each unit be metered, or will the building have one meter?
9. No lighting or sign detail is given on the site plan. Lighting and signs need to meet ordinance requirements.

DELIBERATION

Standards for discretionary uses
emphasis provided

1. Give due regard to the nature of all adjacent uses and structures and the consistency with the adjacent use and development.
2. Find that the proposed use or activity would not be offensive, or a nuisance, by reason of increased traffic, noise, vibration, or light.
3. Adequate water and sewer infrastructure exists or will be constructed to service the activity.
4. The proposed site plan complies with section 2313 (4) of the ordinance and has:
 - a. proper ingress and egress

- b. sufficient parking areas, streets, roads and alleys
- c. screening walls and/or fences
- d. adequate fire and police protection
- e. provisions for disposal of surface water run-off, sanitary sewage
- f. adequate traffic control and maintenance services
- g. preserves property values to related or adjoining properties.

CITY OF MUSKEGON

RESOLUTION 2000-75(b)

RESOLUTION FOR AN AMENDMENT TO THE PLANNED UNIT DEVELOPMENT FOR MERCY-GENERAL HEALTH PARTNERS - OAK CAMPUS

WHEREAS, a petition for a planned unit development amendment was received from Mercy Continuing Care; and,

WHEREAS, a planned unit development amendment will allow a senior housing development in the existing PUD for the hospital campus; and,

WHEREAS, proper notice was given by mail and publication and public hearings were held by the City Planning Commission and by the City Commission to consider said petition, during which all interested persons were given an opportunity to be heard in accordance with provisions of the Zoning Ordinance and State Law; and

WHEREAS, the Planning Commission and staff have recommended approval of the Planned Unit Development with conditions as follows:

1. Setbacks need to be shown on the site plan.
2. Figures for pavement coverage of the site, and total common open space for the site need to be given on the site plan.
3. All signs and outdoor lighting need to meet ordinance requirements.
4. A soil erosion permit will be obtained from the Engineering Department.
5. City personnel will operate all valves on public right-of-way and/or easements.
6. Water meter issues will be addressed with the Engineering/DPW Departments.
7. All common areas shall be properly marked and blocked off on site during clearing and construction to ensure tree and vegetation protection.
8. The wooded area to the east is to remain dedicated common open space.
9. Landscaped areas will be irrigated.
10. Stormwater drainage will be approved by the Engineering Department.

11. The developer is obligated to the elevation designs submitted as part of this application.

NOW, THEREFORE, BE IT RESOLVED that the recommendation by staff and the City Planning Commission be accepted and the final planned unit development is hereby approved with conditions.

Adopted this 25th day of July, 2000

Ayes: Benedict, Nielsen, Schweifler, Shepherd, Sienadzki, Spataro, Aslakson

Nays: None

Absent: None

By: 
Fred J. Nielsen, Mayor

Attest: 
Gail A. Kunding, Clerk

CERTIFICATE

The undersigned, being the duly qualified clerk of the City of Muskegon, Muskegon County, Michigan, does hereby certify that the foregoing is a true and complete copy of a resolution adopted by the City Commission of the City of Muskegon, at a regular meeting of the City Commission on the 25th day of July, 2000, at which meeting a quorum was present and remained throughout, and that the original of said ordinance is on file in the records of the City of Muskegon. I further certify that the meeting was conducted and public notice was given pursuant to and in full compliance with Act No. 267, Public Acts of Michigan of 1976, as amended, and that minutes were kept and will be or have been made available as required thereby.

DATED: 7-27, 2000.



Gail Kunderger, CMC/AAE
Clerk, City of Muskegon

Date: July 18, 2000

To: Honorable Mayor and City Commissioners

From: Inspection Services Dept.

RE: concurrence with Housing Board of Appeals findings
and Order for 582 W Webster.

SUMMARY OF REQUEST:

This to request City Commission concurrence with the findings of the Housing Board of Appeals that the structure located at **582 W Webster**, also known as, **The North Easterly 19 Feet, 102/3 inches, Lot 9 Block 322**, is unsafe, substandard and a public nuisance and that it be demolished within thirty (30) days.

It is further requested that administration be directed to obtain bids for demolition of the structure and the Mayor and City Clerk be authorized and directed to execute a contract for demolition with the lowest responsible bidder.

FINANCIAL IMPACT:

The cost of demolition will be paid with CDBG funds.

BUDGET ACTION REQUIRED:

None

STAFF RECOMMENDATION:

This property is located on Webster Ave. where Ninth Street intersects. The owner is Residential Funding Corporation in San Diego California.

A dangerous building inspection of this property was conducted on November 24, 1997 following receipt of a complaint. The condition justified the issuance of a notice and order to repair or demolish on December 4, 1997. The case was referred to the Housing Board of

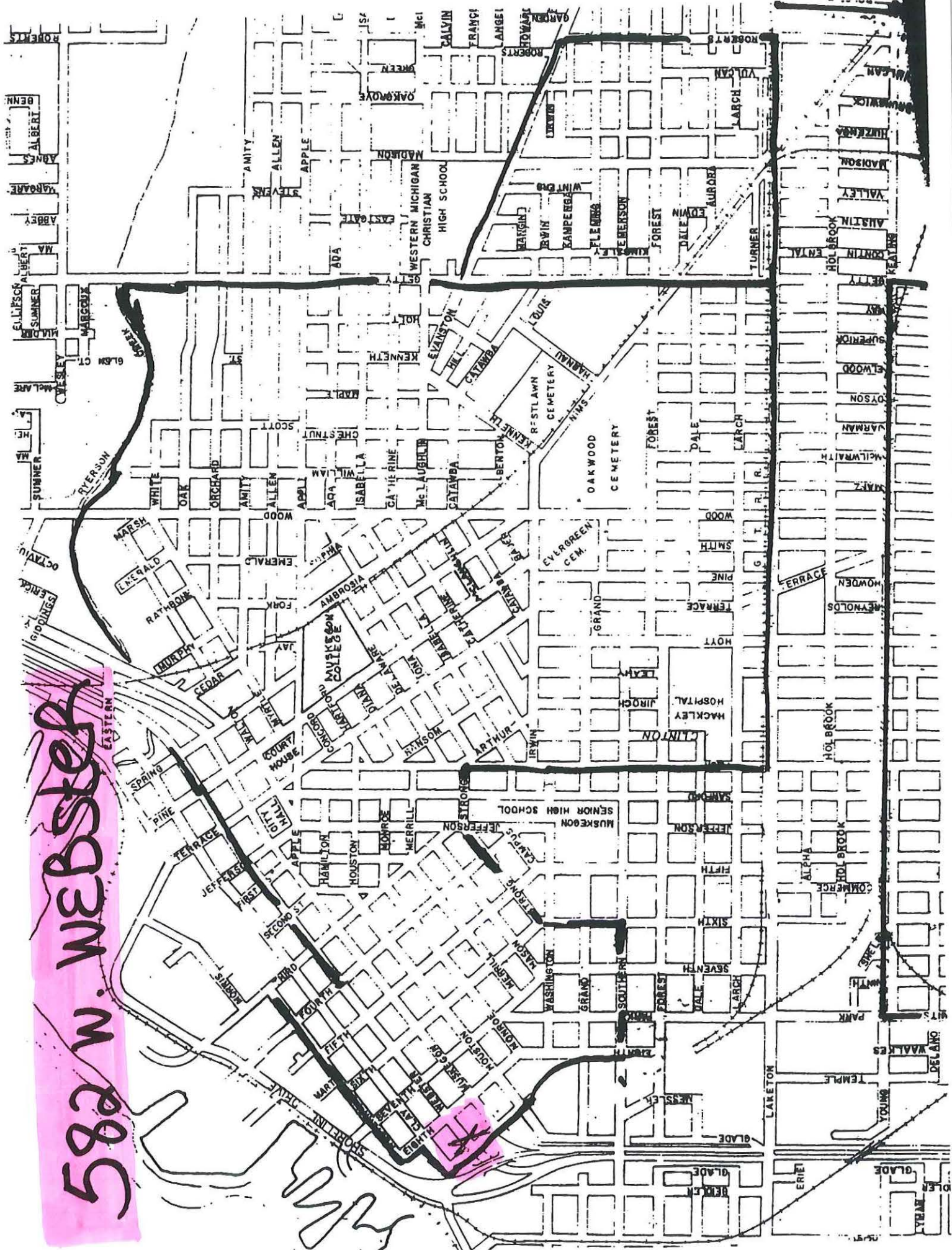
Appeals on February 5, 1998 because the owner made no attempt to correct the violations stated in the order.

No one appeared at the meeting on behalf of the owner and the Board found the property to be unsafe, substandard and a public nuisance and ordered it demolished.

It is estimated that the cost of bringing the property into compliance with City codes would be in the range of \$16,000 - \$21,000.

582 W. Webster

EASTERN





11/24/97



582 W WEBSTER





11/24/97



582 W WEBSTER



11/24/97

582 W WEBSTER





5/10/00



582 W. Webster



5/14/00
582 W. Webster



5/10/00
582 w WEBSTER





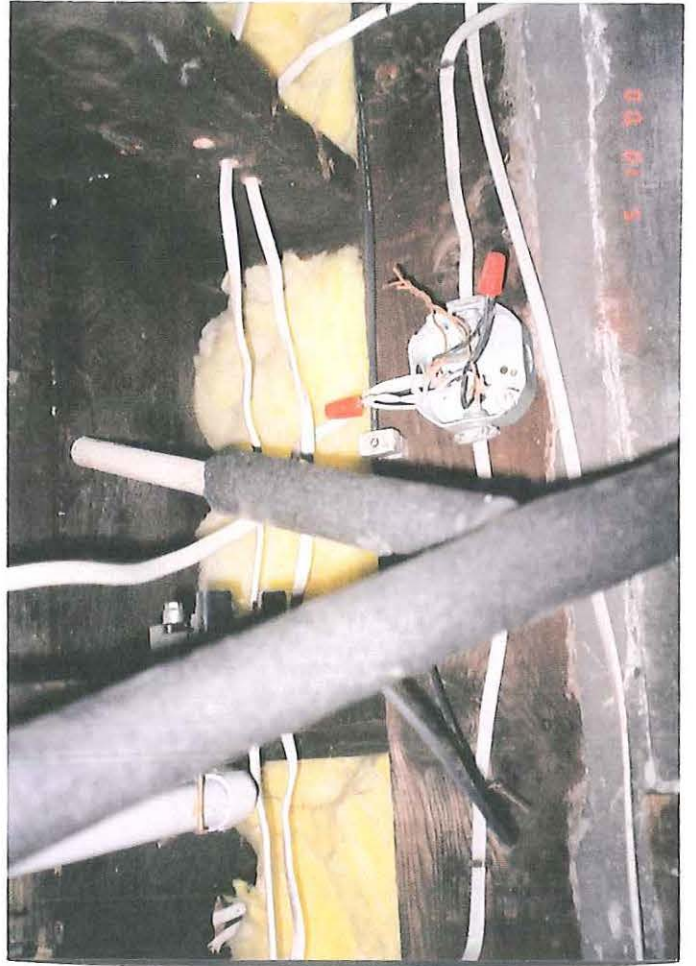
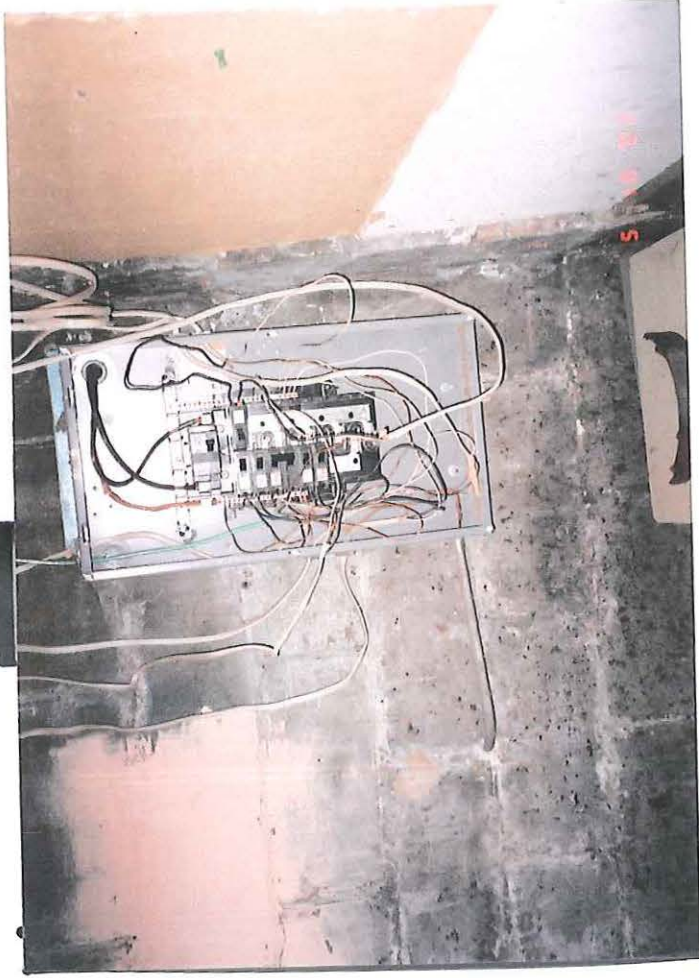
5/10/00



582 W. Webster



5/10/00
582 W. Webster





5/10/00



582 W Webster

616/724-6703

Assessor
616/724-6708

Cemetery
616/724-6783

Civil Service
616/724-6716

Clerk
616/724-6705

C. N. Services
616/724-6717

Engineering
616/724-6707

Finance
616/724-6713

Fire Dept.
616/724-6792

Income Tax
616/724-6770

Inspections
616/724-6715

Leisure Service
616/724-6704

Manager's Office
616/724-6724

Mayor's Office
616/724-6701

Planning/Zoning
616/724-6702

Police Dept.
616/724-6750

Public Works
616/726-4786

Treasurer
616/724-6720

Water Dept.
616/724-6718



NOTICE AND ORDER

December 4, 1997

Jonathon Brandel
448 Allen
Muskegon, Mi. 49442

Dan Heller
P. O. Box 181
Hesperia, Mi. 49421

Dear Property Owner:

Subject: 582 W. Webster (house)
NELY 19 Ft 10 2/3 In, Lot 9, Block 322

The City of Muskegon Building Official has recently inspected the subject property and has found the buildings to be dangerous as defined under Section 4-23 of the Muskegon City Code.

As a result of this finding, you are hereby ordered to REPAIR or DEMOLISH the structures within thirty (30) days.

If you elect to repair the structures, you must secure all required permits and physically commence the work within thirty (30) days from the date of this order.

Should you have any questions concerning this matter, please do not hesitate to contact our Building Official, Jerry McIntyre at 724-6715.

Sincerely yours,

Daniel Schmelzinger
Director, Neighborhood and Construction Services

DANGEROUS BUILDING INSPECTION

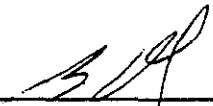
582 W. WEBSTER

11/24/97

APPROXIMATELY 30 FT X 50 FT 1 STORY WOOD FRAME UNOCCUPIED HOUSE.

1. BUILDING IS BOARDED UP.
2. FOUNDATION REQUIRES REPAIRS.
3. ROOF ROTTED.
4. EYES ROTTED WITH OPEN HOLES.
5. PILLARS UNDER REAR POARCH TIPPED AND FLOOR JOIST ARE IMPROPERLY SUPPORTED.

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.

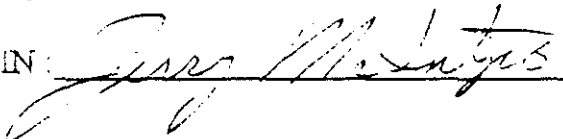


GEORGE DOOD, BUILDING INSPECTOR

11/24/97

DATE

CONCURRED IN:



Affirmative Action
616/724-6703

Assessor
616/724-6708

Cemetery
616/724-6783

Civil Service
616/724-6716

Clerk
616/724-6705

C. N. Services
616/724-6717

Engineering
616/724-6707

Finance
616/724-6713

Fire Dept.
616/724-6792

Income Tax
616/724-6770

Inspections
616/724-6713

Leisure Service
616/724-6704

Manager's Office
616/724-6724

Mayor's Office
616/724-6701

Planning/Zoning
616/724-6702

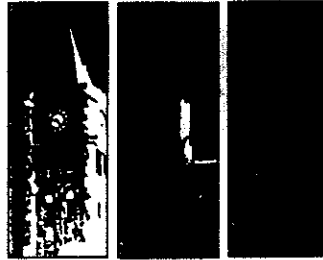
Police Dept.
616/724-6750

Public Works
616/724-4786

Treasurer
616/724-6720

Water Dept.
616/724-6718

MUSKEGON



West Michigan's Shoreline City

CITY OF MUSKEGON

NOTICE OF HEARING ON DANGEROUS AND UNSAFE CONDITIONS

DATE: January 21, 1998

TO: Jonathon Brandel
448 Allen
Muskegon, Mi. 49442

SUBJECT: Case #98-06 – 582 W. Webster (house)

PLEASE TAKE NOTICE that a hearing before the Housing Board of Appeals for the City of Muskegon will be held on February 5, 1998 at 5:30 p.m. at the Muskegon City Hall Commission Chambers on the first floor. Said hearing will be for the purpose of determining whether the structure should be demolished or otherwise made safe.

The structure has been inspected by officials from the Neighborhood and Construction Services department and it is alleged that it has defects as listed on the attached page(s).

The defects are violations of Section 4-23 of the Muskegon City Code which defines dangerous buildings.

At the hearing, the Neighborhood and Construction Services department will present testimony regarding the alleged defects. You are advised that you or your representative may cross examine the City's witnesses and you may present testimony in your own behalf and call witnesses in your own behalf. We encourage you to attend the meeting since it is always better if someone is available to answer any questions the Board may have.

Neighborhood and Construction Services
City of Muskegon

Affirmative Action
616/724-6703

Assessor
616/724-6708

Cemetery
616/724-6783

Civil Service
616/724-6716

Clerk
616/724-6705

C. N. Services
616/724-6717

Engineering
616/724-6707

Finance
616/724-6713

Fire Dept.
616/724-6792

Income Tax
616/724-6770

Inspections
616/724-6715

Leisure Service
616/724-6704

Manager's Office
616/724-6724

Mayor's Office
616/724-6701

Planning/Zoning
616/724-6702

Police Dept.
616/724-6750

Public Works
616/726-4786

Treasurer
616/724-6720

Water Dept.
616/724-6718

MUSKEGON



West Michigan's Shoreline City

March 10, 1998

Mr. Jonathon Brandel
448 Allen
Muskegon, MI 49442

Dear Mr. Brandel:

SUBJECT: 582 W. Webster
Muskegon, Michigan

On February 5, 1998 the Muskegon Housing Board of Appeals made a determination that the subject property is unsafe, a public nuisance and a dangerous building under City Code and ordered that it be demolished or repaired by March 6, 1998.

Because such action was not taken by that date, the findings of the Board will now be sent to the City Commission as part of a request for concurrence in the Board's determination and an order to demolish. The Commission will consider this request at its regularly scheduled legislative meeting on Tuesday, March 24, 1998, at 5:30 p.m. This meeting will be held at the Muskegon High School auditorium, 80 W. Southern. A workshop session of the Commission to review agenda items will also be held on March 23, 1998 at 5:00 p.m. The workshop meeting will be held in the Commission chambers on the first floor of City Hall, 933 Terrace Street.

At either of these meetings, you or your representative will be given the opportunity to show cause why the building should not be demolished.

If you have any questions concerning this matter, please do not hesitate to contact me at 724-6715.

Sincerely yours,

Daniel Schmelzinger
Director, Neighborhood and Construction Services

Affirmative Action
616/724-6703

Assessor
616/724-6708

Cemetery
616/724-6783

Civil Service
616/724-6716

Clerk
616/724-6705

C. N. Services
616/724-6717

Engineering
616/724-6707

Finance
616/724-6713

Fire Dept.
616/724-6792

Income Tax
616/724-6770

Inspections
616/724-6715

Leisure Service
616/724-6704

Manager's Office
616/724-6724

Mayor's Office
616/724-6701

Planning/Zoning
616/724-6702

Police Dept.
616/724-6750

Public Works
616/726-4786

Treasurer
616/724-6720

Water Dept.
616/724-6718

MUSKEGON



West Michigan's Shoreline City

March 10, 1998

Commonpoint Mortgage
3643-A 28th Street SE
Grand Rapids, MI 49512

To Whom It May Concern:

SUBJECT: 582 W. Webster
Muskegon, Michigan

On February 5, 1998 the Muskegon Housing Board of Appeals made a determination that the subject property is unsafe, a public nuisance and a dangerous building under City Code and ordered that it be demolished or repaired by March 6, 1998.

Because such action was not taken by that date, the findings of the Board will now be sent to the City Commission as part of a request for concurrence in the Board's determination and an order to demolish. The Commission will consider this request at its regularly scheduled legislative meeting on Tuesday, March 24, 1998, at 5:30 p.m. This meeting will be held at the Muskegon High School auditorium, 80 W. Southern. A workshop session of the Commission to review agenda items will also be held on March 23, 1998 at 5:00 p.m. The workshop meeting will be held in the Commission chambers on the first floor of City Hall, 933 Terrace Street.

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If you have any questions concerning this matter, please do not hesitate to contact me at 724-6715.

Sincerely yours,

Daniel Schmelzinger
Director, Neighborhood and Construction Services

DANGEROUS BUILDING INSPECTION

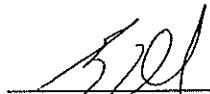
582 W. WEBSTER

11/24/97

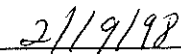
2/19/1998 INTERIOR

APPROXIMATELY 30 FT X 50 FT 1 STORY WOOD FRAME UNOCCUPIED HOUSE.

1. BUILDING IS BOARDED UP.
2. FOUNDATION REQUIRES REPAIRS.
3. ROOF ROTTED.
4. EVES ROTTED WITH OPEN HOLES.
5. PILLARS UNDER REAR PORCH TIPPED AND FLOOR JOIST ARE IMPROPERLY SUPPORTED.
6. COMPLETE PLUMBING, MECHANICAL, AND ELECTRICAL SYSTEM REPLACEMENT NECESSARY.
7. PROPERLY REPAIR / SPLIT, NOTCHED AND CUT FLOOR JOIST.
8. REPAIR REAR PORCH ROOF.
9. SMOKE DETECTORS REQUIRED PER CABO I + II CODE.



GEORGE DOOD, BUILDING INSPECTOR



DATE

**#98-07 – 1710 SUPERIOR (APT. BUILDING) – PRINCE CHARLES ALEEM,
284 E. LARCH, MUSKEGON, MI.**

Prince Charles Aleem and his attorney, Chris Wilson was in attendance. Dan Schmelzinger reported that Mr. Aleem intends to demolish the building, which had an arson fire in it. He has solicited bids for the demolition. John Warner made a motion, supported by Randy Mackie, to declare the apartment building to be unsafe, substandard, a public nuisance and forward to the City Commission for concurrence. A roll call vote was taken:

AYES:

NAYS:

EXCUSED:

Greg Borgman
Fred Nielsen
Randy Mackie
Boyd Arthur
John Warner

Clint Todd
Robert Johnson

The motion carried.

**#98-06 – 582 W. WEBSTER (HOUSE) – JONATHON BRANDEL, 448 ALLEN,
MUSKEGON**

No one was in attendance. There has been some discussion with the Brandel family who intends to make repairs. We have not received a schedule for repairs from anyone. Boyd Arthur made a motion, supported by Clint Todd, to declare the structure unsafe, substandard, a public nuisance and forward to the City Commission for concurrence.

OLD BUSINESS: None

NEW BUSINESS:

The Community Officers ask about 376 Catherine which has been vacant, not boarded up good, and is a local hang out for suspicious activities such as narcotics, gambling, etc and has had a lot of police reports filed. They are also concerned about 1236 Spring which has had a number of police reports on gambling, narcotics, disturbances, shots fired, etc. The officers would like to see these expedited.

Meeting was adjourned at 6:07 p.m.

Respectfully submitted,

Dan Schmelzinger
Director, Neighborhood and Construction Services

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

Assessor
231/724-6708
FAX/726-5181

Cemetery
231/724-6783
FAX/726-5617

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

Clerk
231/724-6705
FAX/724-4178

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

Engineering
231/724-6707
FAX/727-6904

Finance
231/724-6713
FAX/724-6768

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

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

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

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

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

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

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

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

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

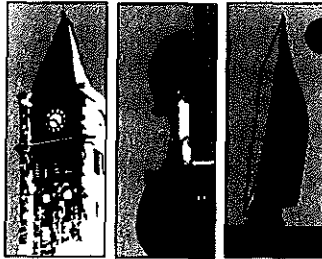
Public Works
231/724-4100
FAX/722-4188

Treasurer
231/724-6720
FAX/724-6768

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

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

MUSKEGON



West Michigan's Shoreline City

DANGEROUS BUILDING INSPECTION REPORT

582 WEBSTER
6/1/00

Inspection Noted:

1. Electrical code violations – improper wiring (numerous).
2. Plumbing code violations – Plumbing not installed to code (numerous).
3. Improper floor joist support in basement.
4. Improper porch support – columns, joists.
5. Front steps cracked deteriorated handrail not to code.
6. Missing siding.
7. Soffit and fascia repair needed.
8. Roof covering deteriorating.
9. Improper interior framing. walls, stairs.
10. Missing wall board.

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 G. Faltinowski
HENRY FALTINOWSKI, BUILDING INSPECTOR

6/8/2000
DATE

CONCURED IN: Jerry McIntyre
JERRY MCINTYRE, BUILDING OFFICIAL

6-12-00
DATE

Date: July 17, 2000

To: Honorable Mayor and City Commissioners

From: Inspections Department

Re: Concurrence with Housing Board of Appeals
Findings and Order for case #00-37 – 1867 Hoyt
Street.

SUMMARY OF REQUEST:

This is to request City Commission concurrence with the findings of the Housing Board of Appeals that the structure located at **1867 Hoyt Street**, also known as, **Plat A Muskegon Heights, Lot 9, Block 3**, is unsafe, substandard and 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 demolitions with the lowest responsible bidder.

FINANCIAL IMPACT:

The cost of demolition will be paid with CDBG funds.

BUDGET ACTION REQUIRED:

None

STAFF RECOMMENDATION:

This single-family dwelling is located on Hoyt Street between Holbrook and Laketon. Scott Barr owns the property.

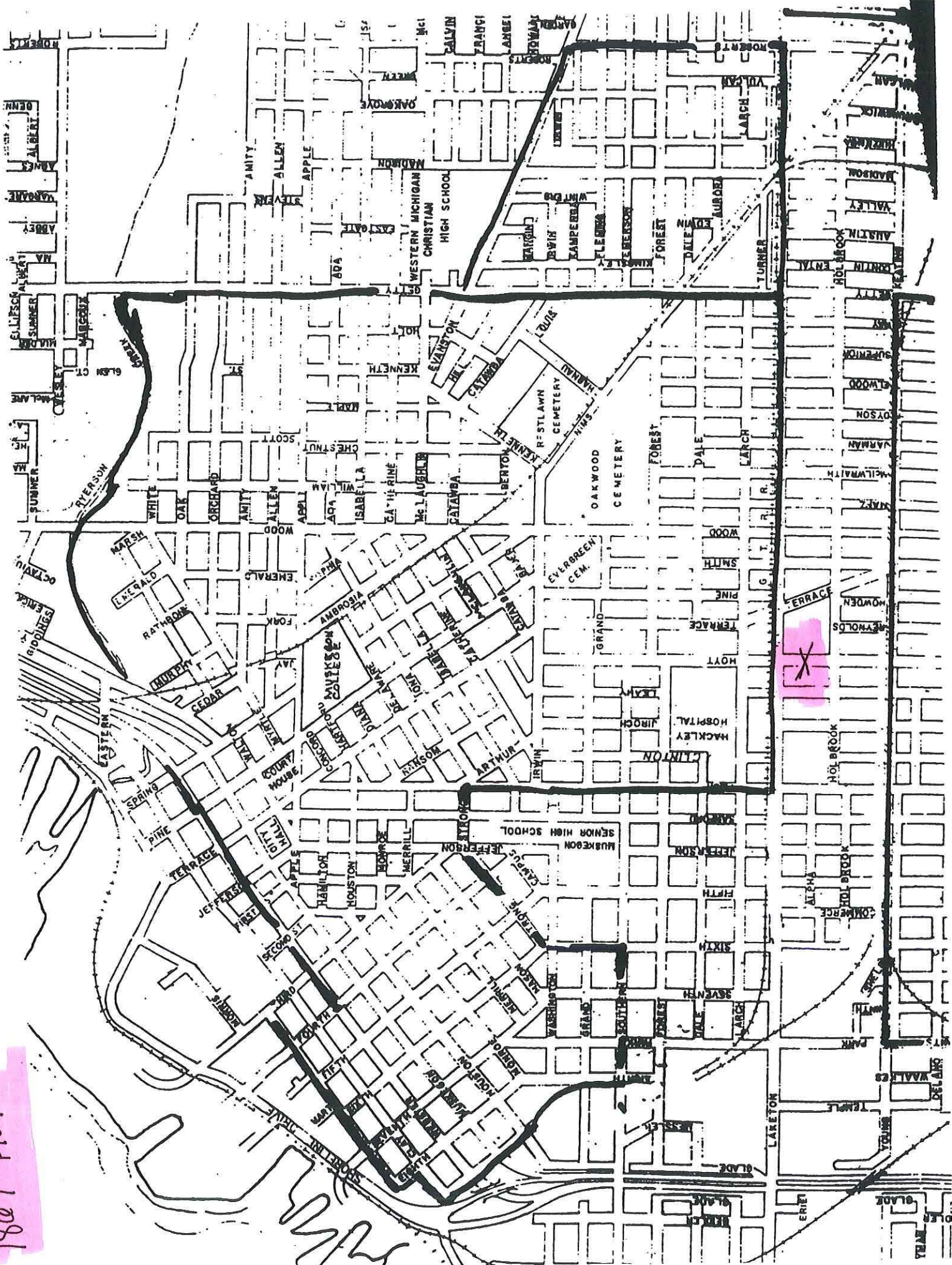
A Dangerous building inspection was done on 4/3/00 which revealed the structure(s) were in need of repair. A Notice and Order was sent on 4/3/00. On 4/24/00 Notice was sent to the Mortgage Company.

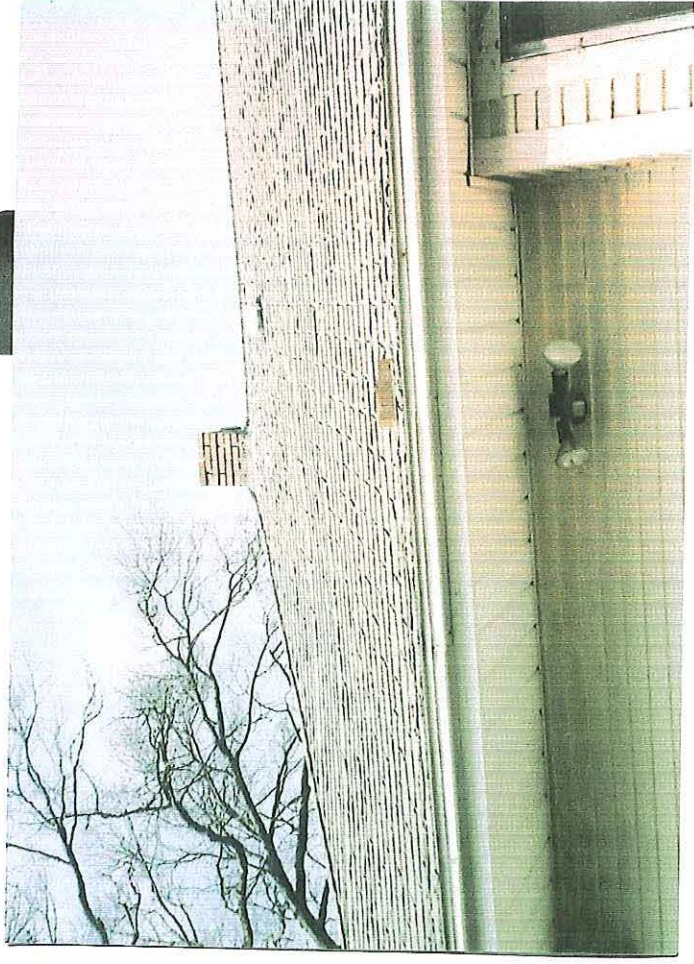
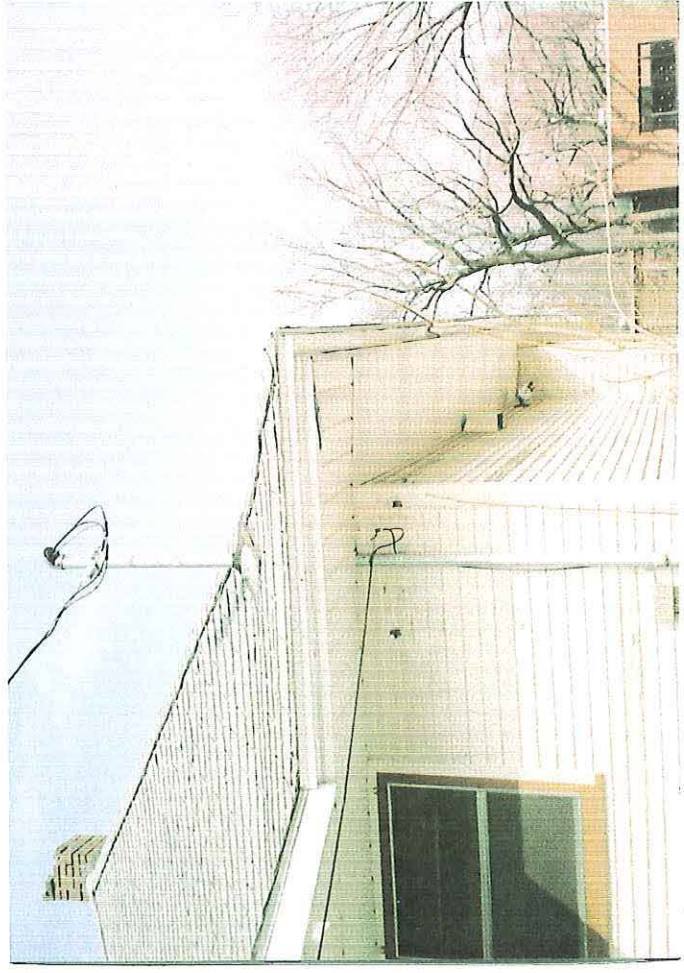
On 5/22/00, Notice of Hearing was sent. The Housing Board of Appeals heard the case on June 1, 2000. The Board declared unsafe, substandard, a public nuisance and ordered it to be demolished. Finding of facts and order was sent out on 6/5/00. To this date, there has been no contact with the owner.

ESTIMATED COST TO REPAIR:

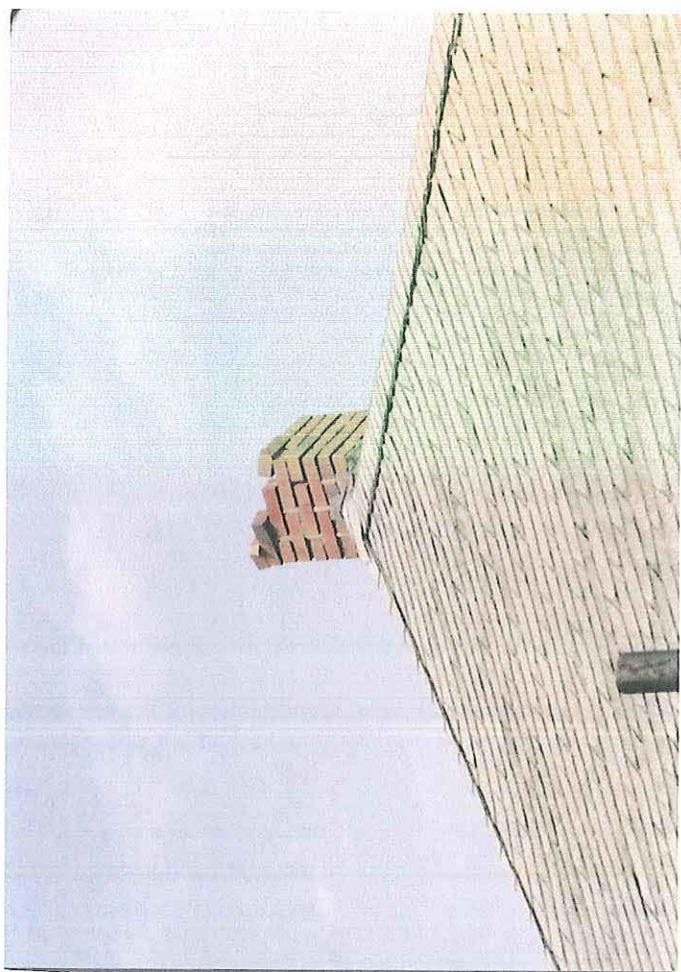
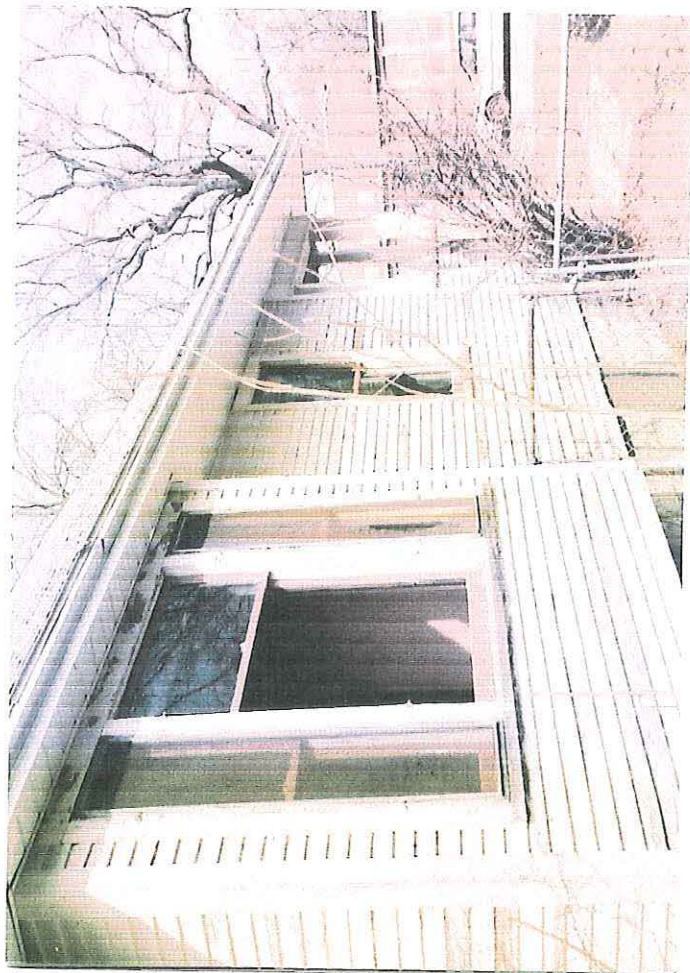
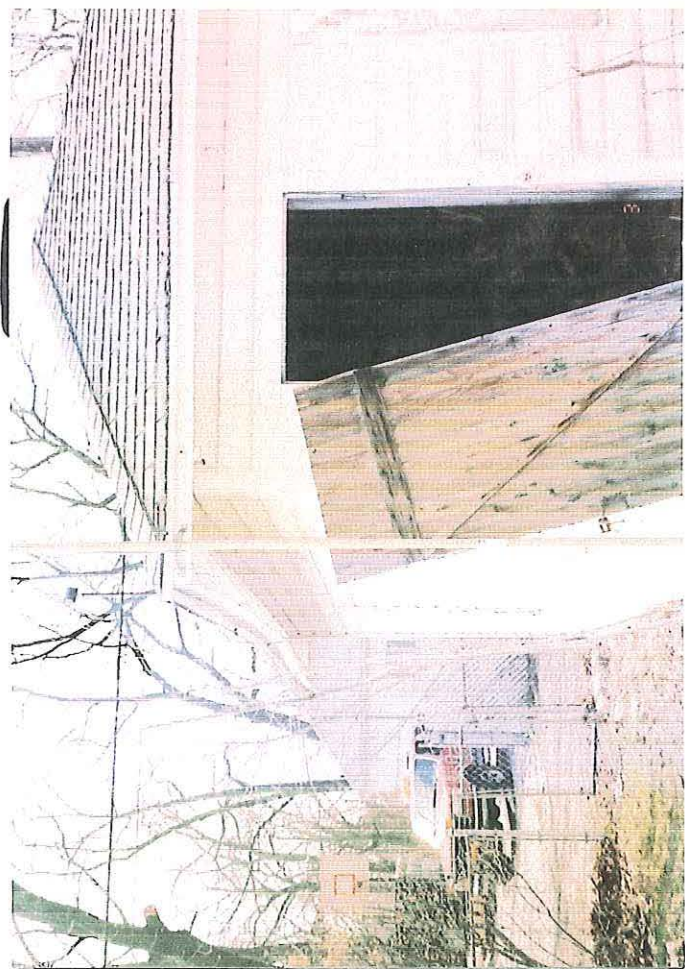
\$15,000.00

1867 Hoyt





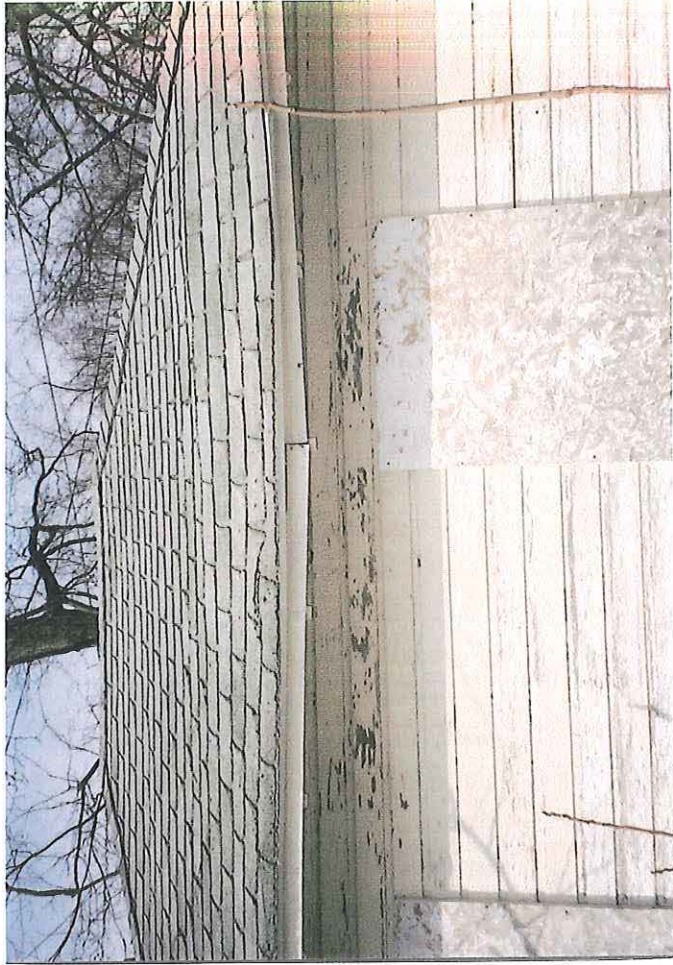
3/22/00
1867 HOYT STREET.



3/22/00
1867 HOYT STREET
+33845



3/22/00
1867 Hoyt Street
+3345 404 2981



3/22/00

1802 Hoyt Street

Affirmative Action

616/724-6703

FAX/724-6790

Assessor

616/724-6708

FAX/724-6768

Cemetery

616/724-6783

FAX/722-4188

Civil Service

616/724-6716

FAX/724-6790

Clerk

616/724-6705

FAX/724-4178

Comm. & Neigh.

Services

616/724-6717

FAX/726-2501

Engineering

616/724-6707

FAX/724-6790

Finance

616/724-6713

FAX/724-6768

Fire Dept.

616/724-6792

FAX/724-6985

Income Tax

616/724-6770

FAX/724-6768

Info. Systems

616/724-6975

FAX/724-6768

Leisure Service

616/724-6704

FAX/724-6790

Manager's Office

616/724-6724

FAX/724-6790

Mayor's Office

616/724-6701

FAX/724-6790

Neigh. & Const.

Services

616/724-6715

FAX/724-6790

Planning/Zoning

616/724-6702

FAX/724-6790

Police Dept.

616/724-6750

FAX/722-5140

Public Works

616/724-4100

FAX/722-4188

Treasurer

616/724-6720

FAX/724-6768

Water Dept.

616/724-6718

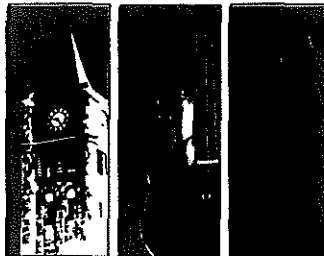
FAX/724-6768

Water Filtration

616/724-4106

FAX/755-5290

MUSKEGON



West Michigan's Shoreline City

DANGEROUS BUILDING INSPECTION REPORT

1867 HOYT

April 3, 2000

Inspection Noted:

1. Chimney collapsing on home.
2. Siding on home in need of repair, paint.
3. Numerous broken out windows and torn screens.
4. Interior home walls have been vandalized. Large holes in drywall.
5. Soffit repair needed on home.
6. Garage roof in need of repair.
7. Door falling off garage.
8. Siding in need of repair on garage.
9. Home is open, directly across the street from Moon Elementary School.

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

Henry P. Faltinowski
Henry Faltinowski, Building Inspector

4/3/2000
Date

CONCURRED IN: Jerry McIntyre
Jerry McIntyre, Building Official

4-3-2000
Date

Affirmative Action
616/724-6703
FAX/724-6790

Assessor
616/724-6708
FAX/724-6768

Cemetery
616/724-6783
FAX/722-4188

Civil Service
616/724-6716
FAX/724-6790

Clerk
616/724-6705
FAX/724-4178

Comm. & Neigh.
Services
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FAX/722-5140

Public Works
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FAX/722-4188

Treasurer
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FAX/724-6768

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

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

MUSKEGON



West Michigan's Shoreline City

NOTICE AND ORDER

April 3, 2000

Scott Barr
1386 Nelson
Muskegon MI 49441

Ms. Virginia Barr
1867 Hoyt
Muskegon MI 49442

Dear Property Owner:

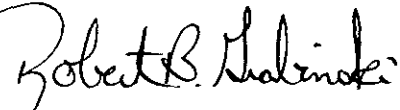
Subject: 1867 Hoyt
PLAT A MUSKEGON HEIGHTS, LOT 9 BLK 3

The City of Muskegon Building Official has recently inspected the subject property and has found the buildings to be dangerous as defined under Section 4-23 of the Muskegon City Code.

As a result of this finding, you are hereby ordered to REPAIR or DEMOLISH the structures within thirty (30) days from the date of this order.

Should you have any questions concerning this matter, please do not hesitate to contact our Building Official, Jerry McIntyre at 9231) 724-6715.

Sincerely yours,



Robert B. Grabinski
Fire Marshal/Inspection Services

Affirmative Action
616/724-6703
FAX/724-6790

Assessor
616/724-6708
FAX/724-6768

Cemetery
616/724-6783
FAX/722-4188

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Planning/Zoning
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Police Dept.
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Treasurer
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FAX/724-6768

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

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

MUSKEGON



West Michigan's Shoreline City

April 24, 2000

FUNB for DH Asset Inc.
3950 RCA Blvd., Suite 5001
Palm Beach Gardens, Fl. 33410

RE: 1867 Hoyt Street, Muskegon MI, also known as,
Plat A Muskegon Heights, Lot 9 Block 3

To Whom It May Concern:

It has been brought to our attention that the above property may be of interest to you. This is to inform you that the structures located at the above property has been put on our Dangerous Building list. Please see the enclosed Notice and Order that was sent out on 4/3/00. Also enclosed is the inspection report with the code violations that is dated 4/3/00.

This property will be going before the Housing Board of Appeals June 1, 2000. The board will determine if this property should be declared substandard, unsafe, a public nuisance and forward the case to the City of Muskegon Commission Committee for concurrence with the decision to demolish the structures.

Please feel free to call (231) 724-6715 with any questions or concerns.

Sincerely yours,

Robert B Grabinski
Fire Marshal/Inspection Services

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

Assessor
231/724-6708
FAX/726-5181

Cemetery
231/724-6783
FAX/726-5617

Civil Service
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FAX/724-4405

Clerk
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FAX/724-4178

Comm. & Neigh.
Services
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Engineering
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Finance
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Fire Dept.
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231/724-6750
FAX/722-5140

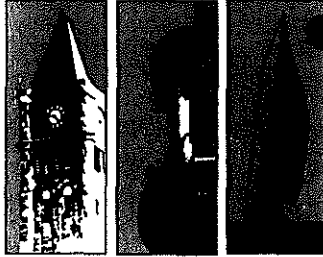
Public Works
231/724-4100
FAX/722-4188

Treasurer
231/724-6720
FAX/724-6768

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

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

MUSKEGON



West Michigan's Shoreline City

File

CITY OF MUSKEGON

NOTICE OF HEARING ON DANGEROUS AND UNSAFE CONDITIONS

DATE: May 22, 2000

Mr. Scott Barr
1386 Nelson
Muskegon MI 49441

FUNB forDH Asset Inc.
3950 RCA Blve., STE 5001
Palm Beach Garden, FL 33410

SUBJECT: Dangerous Building Case # 00-37 – 1867 Hoyt, Muskegon, MI

PLEASE TAKE NOTICE that a hearing before the Housing Board of Appeals for the City of Muskegon will be held on **Thursday, June 1, 2000**, at the Muskegon City Hall Commission Chambers on the first floor. Said hearing will be for the purpose of determining whether the structure should be demolished or otherwise made safe.

Officials from the Inspection Services Department have inspected the structure and it is alleged that it has defects as listed on the attached page(s).

The defects are violations of Section 4-23 of the Muskegon City Code, which defines dangerous buildings.

At the hearing, the Inspection Services Department will present testimony regarding the alleged defects. You are advised that you or your representative may cross examine the City's witnesses and you may present testimony in your own behalf and call witnesses in your own behalf. We encourage you to attend the meeting since it is always better if someone is available to answer any questions the Board may have.

Inspection Services
City of Muskegon

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

Assessor
231/724-6708
FAX/726-5181

Cemetery
231/724-6783
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Civil Service
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Clerk
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Inspection Services
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FAX/726-2501

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

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

Public Works
231/724-4100
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Treasurer
231/724-6720
FAX/724-6768

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

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

MUSKEGON



West Michigan's Shoreline City

FILE

MUSKEGON HOUSING BOARD OF APPEALS

DATE: June 5, 2000
CASE: #00-37 - 1867 Hoyt., Muskegon MI

Mr. Scott Barr
1386 Nelson
Muskegon MI 49441

FUNB for DH Asset Inc.
3950 RCA Blvd., STE 5001
Palm Beach Garden, FL 33410

FINDING OF FACTS AND ORDER

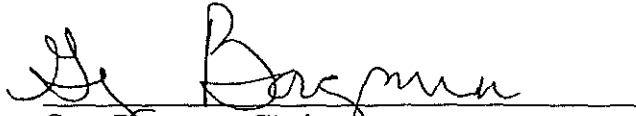
The following action was taken at a session of the Muskegon Housing Board of Appeals held at the Muskegon City Hall, 933 Terrace, Muskegon, Michigan on the March 2, 2000. The Inspections Services Department of the City of Muskegon, having inspected the building structure located upon the property described as **Plat A Muskegon Heights, Lot 9 BLK 3**, also know as, **1867 Hoyt**, found the conditions listed on the attached pages exist and that these conditions are hazardous as defined in Section 4-23 of the Code of Ordinances.

The Board further found that these conditions exist to the extent of endangering life, safety and the general welfare of the endangering life, safety and the general welfare of the public.

Therefore, in accordance with Section 4-25 of the Code of Ordinances, the structure is declared to be unsafe, substandard and a public nuisance.

It is, further ordered that if the owners or other interested parties fail to repair or remove said structure, or appeal this order within 20 days of the receipt of this order, the Building Official shall take bids and remove said structure.

If you wish to appeal this order you must do so within twenty days. You may obtain the appeal form at the City's Inspection Services Department, City Hall, 933 Terrace Street.

A handwritten signature in black ink, appearing to read "Greg Borgman", written over a horizontal line.

Greg Borgman, Chairman
MUSKEGON HOUSING BOARD OF APPEALS

#00-35 – 1362 GETTY – MARIO STEVENSON, 1362 GETTY, MUSKEGON MI

Mr. Mario did not attend the meeting. Bob Grabinski informed the board that all the violations except the chimney were on the garage. Bob stated that the staff recommended to give an extension of 30 days for the chimney repair and to forward the garage to the city commission for concurrence.

John Warner, supported by Randy Mackie, made a motion to declare the garage, substandard, unsafe, a public nuisance and to forward to the city commission for concurrence. The chimney on the house violation was extended for 30 days. Bring back to review on 8/6/00 if repairs are incomplete. A roll call vote was taken.

AYES:

Greg Borgman
John Warner
Randy Mackie
Jerry Bever

NAYES:

EXCUSED:

Fred Nielsen
William Anderson

ABSENT:

Clinton Todd

The motion Carried.

#00-36 – 337 W GRAND AVE – Ed Houghtaling, 2345 Dowd, Muskegon MI

Mr. Houghtaling or a representative did not attend the meeting. Bob stated that given the history, it was the Staff's recommendation to declare this structure substandard, unsafe, a public nuisance and forward to City Commission for concurrence.

Randy Mackie, supported by John Warner, made a motion to accept the staff's recommendation and forward the case to the City Commission for concurrence. A roll call vote was taken.

AYES:

Greg Borgman
John Warner
Randy Mackie
Jerry Bever

NAYES:

EXCUSED:

Fred Nielsen
William Anderson

ABSENT:

Clinton Todd

The motion carried.

**#00-37 - 1867 HOYT – SCOTT BARR, 1386 NELSON, MUSKEGON, MI
FUNB for DH Asset Inc., Palm Beach Gardens, FL.**

Mr. Barr and/or a representative did not attend the meeting. Bob informed the board that an inspection was conducted in April and revealed that the home needs a lot of work. Notices were sent to the Mortgage Company as well as the owner and the

#00-37 – 1867 HOYT (CONTINUED)

Inspections Dept. has not heard from either of them. Staff recommended to declare the building substandard, unsafe, a public nuisance, and forward to the City Commission for concurrence.

Randy Mackie, supported by Greg Borgman, made a motion to accept Staff's recommendation and forward the case to the City Commission for concurrence. A roll call vote was taken.

AYES:

Greg Borgman
John Warner
Randy Mackie
Jerry Bever

NAYES:

EXCUSED:

Fred Neilsen
William Anderson

ABSENT:

Clinton Todd

The motion carried.

**#00-38 – 1299 FOURTH – Edwin Backing, 1586 Sanford, Muskegon MI
and/or 577 Strawberry Lane, Muskegon MI**

The owner and/or a representative did not attend the meeting. Bob Grabinski stated that this home is an eyesore. History shows that the building has been in disrepair for a long time and the staff recommends to declare the structure(s) substandard, unsafe, a public nuisance and to forward to the City Commission for concurrence.

Greg Borgman, supported by Randy Mackie, made a motion to accept Staff's recommendation and forward the case to City Commission for concurrence.

AYES:

Greg Borgman
Randy Mackie
John Warner
Jerry Bever

NAYES:

EXCUSED:

Fred Nielsen
William Anderson

ABSENT:

Clinton Todd

The motion Carried.

OLD BUSINESS:

Bob informed the board that the current Dangerous Building list will be busy for a few months and asked them all to do the best they can to attend all the meetings.

Date: July 17, 2000

To: Honorable Mayor and City Commissioners

From: Inspections Department

Re: Concurrence with Housing Board of Appeals
Findings and Order for case #00-36 – 337 W Grand
Ave.

SUMMARY OF REQUEST:

This is to request City Commission concurrence with the findings of the Housing Board of Appeals that the structure located at 377 W Grand Ave, also known as, The East 44 Feet of Lots 1-2, Block 419, is unsafe, substandard and 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 demolitions with the lowest responsible bidder.

FINANCIAL IMPACT:

The cost of demolition will be paid with CDBG funds.

BUDGET ACTION REQUIRED:

None

STAFF RECOMMENDATION:

This two-unit apartment building is located on W Grand Avenue between Seventh Street and Sixth Street. The owner is Ed Houghtaling.

The property has been ticketed four times for renting with out a certificate of compliance and failure to maintain the exterior of the

structure(s). A final notice to repair was sent on 10/29/99. A dangerous building inspection was conducted on 4/4/00 a notice and order was sent on 4/5/00. Notice was sent to Mortgage companies on 4/21/00. This property was discussed at the Housing Board of Appeals meeting on June 1, 2000. The Board found the building to be unsafe, substandard and a public nuisance. To this date, there has been no contact with the owner.

Attached are copies of a map showing the approximate location of the property, Pictures of the dwelling, tickets that were issued, Final notice defect list dated 11/17/99, dangerous building inspection report dated 4/4/00, notice and order dated 4/5/00, notice to mortgage companies dated 4/21/00, notice of hearing dated 5/22/00, HBA meeting minutes, and the finding of facts and order dated 5/5/00.

ESTIMATED COST TO REPAIR:

\$12,000.00

[illegible]



11/7/97

337 W GRAND AVE.



DI53110

\$100.00

State of Michigan
Uniform Law Citation

Ticket No. 153110

Victim Involved

US DOT # _____ Incident No. _____ Dept. No. _____

The People of ☒ the State of Michigan
☐ Township ☒ City ☐ Village ☐ County

Local Use/Arrest No. _____ Detection Device _____

OF: _____ BAC _____ of _____

THE UNDERSIGNED Month Day Year At approximately ☐ A.M. ☐ P.M. Date Month Day Year
 SAYS THAT ON: 6 12 99

State Driver's License Number _____ Social Security No. _____

Race _____ Sex _____ Height _____ Weight _____ Hair _____ Eyes _____ Occupation/Employer _____

Name (First, Middle, Last) EDWARD HOUGHTALING
 Street PO BOX 4034
 City MUSKEGON MI State MI Zip Code 49404

Vehicle Plate No. _____ Year _____ State _____ Vehicle Description (Year, Make, Color) _____ Type _____

THE PERSON NAMED ABOVE, in violation of ☒ Local Ordinance ☐ State Law ☐ Administrative Rule
 UPON

AT OR NEAR 337 W GRAND
 WITHIN ☒ CITY ☐ VILLAGE ☐ TOWNSHIP OF MUSKEGON
 COUNTY OF _____ DID THE FOLLOWING:

Type	MCL Cite/PACC Code/Ordinance	Description (include any bond amount collected on each charge)	Charge No.
☒ C/I ☐ Warn ☐ Authorization pend.	4-83	PROPERTY DAMAGE	1
☐ Misd ☐ Fug ☐ Fel ☐ Waiv			
☒ C/I ☐ Warn ☐ Authorization pend.		TAXIATION	2
☐ Misd ☐ Fug ☐ Fel ☐ Waiv			
☒ C/I ☐ Warn ☐ Authorization pend.		VIOLATION	3
☐ Misd ☐ Fug ☐ Fel ☐ Waiv			

TO THE COURT: Do not arraign on a felony charge until an authorized complaint is filed.

Offense Code(s) 1 2 3

Key for Type: C/I = Civil Infraction Misd = Misdemeanor Fel = Felony Warn = Warning Fug = Fugitive
 Waiv = Violation for Which Fines/Costs May be Waived Authorization pend. = Authorization pending

Remarks BEATING A DWELLING WITHOUT A CERTIFICATE OF OCCUPANCY

CHECK IF APPROPRIATE ☐ Damage to Property ☐ Local Court Bond \$ _____
☐ Vehicle Impounded ☐ Injury ☐ License Posted in Lieu of Bond
☐ Traffic Crash ☐ Death ☐ Appearance Certificate

Person in Active Military Service ☐ Yes ☐ No ☐ None

SEE DATE BELOW. SEE BACK OF CITATION FOR EXPLANATION AND INSTRUCTIONS
☐ Appearance Date on or before NOV 20 2000
☐ Hearing Date (if applicable) on 6 12 DAYS ☐ Contact Court
☐ Juvenile Traffic Misd. (Court will Notify) ☐ Formal Hearing Required. (Court will Notify)

In the 60TH DISTRICT Court of MUSKEGON COUNTY
 Court Address & Phone Number

990 Terrace, Muskegon, Michigan 49442
 (616) 724-6302

☐ I served a copy of the civil infraction complaint upon the defendant (or owner/occupant by posting if applicable).
 I declare under the penalties of perjury that the statements above are true to the best of my information, knowledge, and belief.

Complainant's Signature and receipt if applicable Month Day Year
ROXANNE WEVER 6 10 99

Officer's Name (printed) Officer's ID No.
ROXANNE WEVER 0819

Agency ORI MI- 0015 Agency Name City of Muskegon

Ticket No. 153110 Name

Case No.

DI53589

2nd 9250

State of Michigan
Uniform Law Citation

Ticket No. 153589

Victim Involved

US DOT # _____ Incident No. _____ Dept. No. _____

The People of ☒ the State of Michigan
☐ Township ☒ City ☐ Village ☐ County

Local Use/Arrest No. _____ Detection Device _____

OF: MUSKEGON BAC _____ of _____

THE UNDERSIGNED Month Day Year At approximately ☐ A.M. ☐ P.M. Date Month Day Year
 SAYS THAT ON: 12 16 99

State Driver's License Number _____ Social Security No. _____

Race _____ Sex _____ Height _____ Weight _____ Hair _____ Eyes _____ Occupation/Employer _____

Name (First, Middle, Last) EDWARD HOUGHTALING
 Street 752 WILSON
 City MUSKEGON MI State MI Zip Code 49404

Vehicle Plate No. _____ Year _____ State _____ Vehicle Description (Year, Make, Color) _____ Type _____

THE PERSON NAMED ABOVE, in violation of ☐ Local Ordinance ☐ State Law ☐ Administrative Rule
 UPON

AT OR NEAR 337 W GRAND
 WITHIN ☒ CITY ☐ VILLAGE ☐ TOWNSHIP OF MUSKEGON
 COUNTY OF _____ DID THE FOLLOWING:

Type	MCL Cite/PACC Code/Ordinance	Description (include any bond amount collected on each charge)	Charge No.
☒ C/I ☐ Warn ☐ Authorization pend.	4-83	PROPERTY DAMAGE	1
☐ Misd ☐ Fug ☐ Fel ☐ Waiv			
☒ C/I ☐ Warn ☐ Authorization pend.		TAXIATION	2
☐ Misd ☐ Fug ☐ Fel ☐ Waiv			
☒ C/I ☐ Warn ☐ Authorization pend.		VIOLATION	3
☐ Misd ☐ Fug ☐ Fel ☐ Waiv			

TO THE COURT: Do not arraign on a felony charge until an authorized complaint is filed.

Offense Code(s) 1 2 3

Key for Type: C/I = Civil Infraction Misd = Misdemeanor Fel = Felony Warn = Warning Fug = Fugitive
 Waiv = Violation for Which Fines/Costs May be Waived Authorization pend. = Authorization pending

Remarks BEATING A DWELLING WITHOUT A CERTIFICATE OF OCCUPANCY

CHECK IF APPROPRIATE ☐ Damage to Property ☐ Local Court Bond \$ _____
☐ Vehicle Impounded ☐ Injury ☐ License Posted in Lieu of Bond
☐ Traffic Crash ☐ Death ☐ Appearance Certificate

Person in Active Military Service ☐ Yes ☐ No ☐ None

SEE DATE BELOW. SEE BACK OF CITATION FOR EXPLANATION AND INSTRUCTIONS
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☐ Hearing Date (if applicable) on 6 12 DAYS ☐ Contact Court
☐ Juvenile Traffic Misd. (Court will Notify) ☐ Formal Hearing Required. (Court will Notify)

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 I declare under the penalties of perjury that the statements above are true to the best of my information, knowledge, and belief.

Complainant's Signature and receipt if applicable Month Day Year
ROXANNE WEVER 6 10 99

Officer's Name (printed) Officer's ID No.
ROXANNE WEVER 0819

Agency ORI MI- 0015 Agency Name City of Muskegon

Ticket No. 153589 Name

Case No.

DI 48355

250.00
each
2nd.State of Michigan
Uniform Law Citation

Ticket No. 148355

☐ Victim Involved

US DOT # _____ Incident No. _____ Dept. No. _____

The People of: ☐ the State of Michigan
☐ Township ☐ City ☐ Village ☐ County

OF: MUSKEGON BAC _____ of _____

THE UNDERSIGNED SAYS THAT ON: 4 30 98 At approximately ☐ A.M. ☒ P.M. Date Month Day Year

State MI Driver's License Number _____ Social Security No. _____

Race _____ Sex _____ Height _____ Weight _____ Hair _____ Eyes _____ Occupation/Employer _____

Name (First, Middle, Last) EDWARD HOUGHTALING
 Street 2473 MAC ARTHUR
 City MUSKEGON MI 49442

Vehicle Plate No. _____ Year _____ State _____ Vehicle Description (Year, Make, Color) _____ Type _____

THE PERSON NAMED ABOVE, in violation of ☒ Local Ordinance ☐ State Law ☐ Administrative Rule
UPON 337 W GRAND

AT OR NEAR

WITHIN ☒ CITY ☐ VILLAGE ☐ TOWNSHIP OF MUSKEGON
COUNTY OF MUSKEGON DID THE FOLLOWING:

Type	MCL Cite/PACC Code/Ordinance	Description (include any bond amount collected on each charge)	Charge No.
☒ CA ☐ Wam ☐ Misd ☐ Fug	<u>4-63</u>	<u>PROPERTY MAINTENANCE CODE</u>	<u>1</u>
☒ CA ☐ Wam ☐ Misd ☐ Fug	<u>4-83</u>	<u>PROPERTY MAINTENANCE CODE</u>	<u>2</u>
☐ CA ☐ Wam ☐ Misd ☐ Fug			<u>3</u>

TO THE COURT: Do not arraign on a felony charge until an authorized complaint is filed.

Offense Code(s) 1 C/I 2 C/I 3

Key for Type: C/I = Civil Infraction Misd = Misdemeanor Fel = Felony Wam = Warning Fug = Fugitive
 Waiv = Violation for Which Fines/Costs May be Waived Authorization pend. = Authorization pending

Remarks FAIL TO MAINTAIN HANDRAILS MISSING SASH & TRIM NEED PAINTING REPAIRING WITHOUT A CERTIFICATE OF COMPLIANCE

CHECK IF APPROPRIATE ☐ Damage to Property ☐ Local Court Bond \$ _____
☐ Vehicle Impounded ☐ Injury ☐ License Posted in Lieu of Bond
☐ Traffic Crash ☐ Death ☐ Appearance Certificate

Person in Active Military Service ☐ Yes ☒ No

SEE DATE BELOW. SEE BACK OF CITATION FOR EXPLANATION AND INSTRUCTIONS
☐ Appearance Date on or before 8 12 98 10 DAYS
☐ Hearing Date (if applicable) on _____ ☐ Contact Court
☒ Juvenile Traffic Misd. (Court will Notify) ☐ Formal Hearing Required. (Court will Notify)

In the 60TH DISTRICT Court of MUSKEGON COUNTY

Court Address & Phone Number

990 Terrace, Muskegon, Michigan 49442(616) 724-6302

☐ I served a copy of the civil infraction complaint upon the defendant (or owner/occupant by posting if applicable).
 I declare under the penalties of perjury that the statements above are true to the best of my information, knowledge, and belief.

Complainant's Signature and receipt if applicable

Officer's Name (printed) ROXANNE WEVER Officer's ID No. 0819

Agency ORI MI-NGS Agency Name General Muskegon

DI 37625

\$100.00 each

1st offense

State of Michigan
Uniform Law Citation

Ticket No. 137625

☐ Victim Involved

US DOT # _____ Incident No. _____ Dept. No. _____

The People of: ☐ the State of Michigan
☐ Township ☐ City ☐ Village ☐ County

OF: Muskegon BAC 5579 of _____

THE UNDERSIGNED SAYS THAT ON: 11 17 97 At approximately ☐ A.M. ☐ P.M. Date Month Day Year

State MI Driver's License Number _____ Social Security No. _____

Race _____ Sex _____ Height _____ Weight _____ Hair _____ Eyes _____ Occupation/Employer _____

Name (First, Middle, Last) Edward Houghtaling
 Street 752 Wilson Ave
 City Muskegon MI 49441

Vehicle Plate No. _____ Year _____ State _____ Vehicle Description (Year, Make, Color) _____ Type _____

THE PERSON NAMED ABOVE, in violation of ☒ Local Ordinance ☐ State Law ☐ Administrative Rule
UPON 337 W Grand

AT OR NEAR

WITHIN ☒ CITY ☐ VILLAGE ☐ TOWNSHIP OF Muskegon
COUNTY OF MUSKEGON DID THE FOLLOWING:

Type	MCL Cite/PACC Code/Ordinance	Description (include any bond amount collected on each charge)	Charge No.
☒ CA ☐ Wam ☐ Misd ☐ Fug	<u>Sec 4-63</u>	<u>Bldg. & Proeprty: Property Maint. Code</u>	<u>1</u>
☒ CA ☐ Wam ☐ Misd ☐ Fug	<u>Sec 4-83</u>	<u>Bldg. & Proeprty: Property Maint. Code</u>	<u>2</u>
☐ CA ☐ Wam ☐ Misd ☐ Fug			<u>3</u>

TO THE COURT: Do not arraign on a felony charge until an authorized complaint is filed.

Offense Code(s) 1 C/I 2 C/I 3

Key for Type: C/I = Civil Infraction Misd = Misdemeanor Fel = Felony Wam = Warning Fug = Fugitive
 Waiv = Violation for Which Fines/Costs May be Waived Authorization pend. = Authorization pending

Remarks Fail to maintain exterior front of dwelling, handrails missing some sash & trim need paint & etc from list also renting w/o certificate of compliance

CHECK IF APPROPRIATE ☐ Damage to Property ☐ Local Court Bond \$ _____
☐ Vehicle Impounded ☐ Injury ☐ License Posted in Lieu of Bond
☐ Traffic Crash ☐ Death ☐ Appearance Certificate

Person in Active Military Service ☐ Yes ☒ No

SEE DATE BELOW. SEE BACK OF CITATION FOR EXPLANATION AND INSTRUCTIONS
☐ Appearance Date on or before 10 12 97 10 DAYS
☐ Hearing Date (if applicable) on _____ ☐ Contact Court
☒ Juvenile Traffic Misd. (Court will Notify) ☐ Formal Hearing Required. (Court will Notify)

In the 60TH DISTRICT Court of MUSKEGON COUNTY

Court Address & Phone Number

990 Terrace, Muskegon, Michigan 49442(616) 724-6302

☐ I served a copy of the civil infraction complaint upon the defendant (or owner/occupant by posting if applicable).
 I declare under the penalties of perjury that the statements above are true to the best of my information, knowledge, and belief.

Complainant's Signature and receipt if applicable

Officer's Name (printed) Roxanne Wever Officer's ID No. 0819

Agency ORI MI-NGS Agency Name General Muskegon

FINAL NOTICE

No	Cat	Violation
1		NOTE: Effective June 15, 1997 no certificates of compliance will be issued until all fees and debts to the City for that property have been paid in full.
2		NOTE: Code requires owners to notify City in writing within 10 days of transferring ownership. Notice must include name, address and phone number of new owner.
3		NOTE: Non owner-occupants must use licensed contractors for most electrical, plumbing or mechanical repair work. Call 724-6758 for more information.
4		NOTE: Property is illegally occupied because it does not have a valid certificate of compliance.
5	B	BASEMENT Remove old boiler.
6	B	BASEMENT Properly vent dryer.
7	B	BASEMENT Light fixture is broken or loose.
8	B	BASEMENT Has wires that are not stapled up.
9	A	BASEMENT Window has broken or cracked glass.
10	A	BASEMENT Smoke detector is missing or inoperative near the bedrooms.
11	A	BASEMENT - FRONT CORNER Light fixture porcelain insulator is missing.
12	B	BASEMENT - REAR CORNER Protect wires thru wall.
13	b	BASEMENT - REAR ENTRY Side to match or provide steps.
14	A	BOTH APTS. Dwelling or unit is infested with cockroaches.
15		EXTERIOR Front or side yards are without ground cover.
16	B	EXTERIOR Operable window(s) do not have a screen - must cover the complete bottom sash.
17	B	EXTERIOR Window has glazing that is missing or deteriorated.
18	B	EXTERIOR - E. SIDE Has eave boards that are rotted or missing.
19	A	EXTERIOR - FRONT Stairway with more than 4 risers does not have a handrail on the open sides.
20		EXTERIOR - FRONT NOTE: Unit cannot be occupied until a certificate of compliance is issued.
21	B	EXTERIOR - FRONT PORCH

November 17, 1999

AT 8:58 a.m.

FOR W. GRAND 337

PAGE 2

No	Cat	Violation
===	===	=====
		Door frame is broken or loose.
22	B	EXTERIOR - REAR
		Has peeling paint and is not protected from weather by properly applied water-resistant paint or waterproof finish.
23	A	FRONT PORCH
		Window sash is broken, rotted or missing.
24	B	FRONT PORCH - WALL, FLOOR, CEIL
		Has peeling paint and is not protected from weather by properly applied water-resistant paint or waterproof finish.
25	B	GARAGE
		Roof has some shingles or parts of shingles missing.
26	B	GARAGE
		Door frame is broken or loose.
27	B	GARAGE
		Full of trash.
28	A	LOWER APT. BATH - LAV.
		Waste is leaking.
29	B	LOWER APT. BATH - TOILET
		Leaks at seal.
30	B	LOWER APT. BATH - TUB
		Loose.
31	B	LOWER APT. BATH - TUB
		Spout broken.
32	B	LOWER APT. DINING ROOM
		Ceiling tile are missing or falling down.
33	A	LOWER APT. DINING ROOM
		Thermostat is broken or missing.
34	B	LOWER APT. DINING ROOM
		Window lock(s) is/are missing or inoperative.
35	A	LOWER APT. FRONT BEDROOM
		Smoke detector is missing or inoperative near the bedrooms.
36	B	LOWER APT. KITCHEN
		Has low hot water pressure.
37	B	LOWER APT. KITCHEN
		Wall or walls has a hole or holes or large cracks in it.
38	B	LOWER APT. KITCHEN
		Floor covering has holes, rips or is missing or is not sealed on edges.
39	A	LOWER APT. MIDDLE BEDROOM
		Smoke detector is missing or inoperative near the bedrooms.
40	B	LOWER APT. MIDDLE BEDROOM
		Floor covering has holes, rips or is missing or is not sealed on edges.
41	B	LOWER APT. MIDDLE BEDROOM
		Wall or walls has a hole or holes or large cracks in it.
42	B	LOWER APT. REAR BEDROOM
		Ceiling is water damaged.
43	B	LOWER APT. REAR BEDROOM
		Wall or walls has a hole or holes or large cracks in it.
44	A	LOWER APT. REAR BEDROOM
		Smoke detector is missing or inoperative near the bedrooms.

No	Cat	Violation
45	B	LOWER APT. REAR BEDROOM Floor covering has holes, rips or is missing or is not sealed on edges.
46	A	LOWER APT. REAR ENTRY Door glass cracked or broken.
47	B	LOWER APT. THRU OUT Ceiling (above drop ceiling) has holes in the plaster-repair or cover the plaster with 5/8"drywall.
48	A	UPPER APT. BACK ENTRY Window has broken or cracked glass.
49	B	UPPER APT. BACK ENTRY Has guardrail that has openings larger than 6". When rebuilding, balusters may not be spaced more than 4" apart.
50	B	UPPER APT. BATH - LAV. Faucet leaks.
51	B	UPPER APT. BATH - SHOWER Leaking.
52	B	UPPER APT. BATH - SHOWER Waste leaks into lower apt.
53	B	UPPER APT. BATH - TOILET Broken.
54	B	UPPER APT. BATH - TOILET Wall or walls has a hole or holes or large cracks in it.
55	A	UPPER APT. HALL Smoke detector is missing or inoperative near the bedrooms.
56		UPPER APT. KITCHEN - FURNISHED Stove leaking gas.
57	B	UPPER APT. LIVING ROOM Wall or walls has a hole or holes or large cracks in it.

END OF LIST

Affirmative Action
616/724-6703
FAX/724-6790

Assessor
616/724-6708
FAX/724-6768

Cemetery
616/724-6783
FAX/722-4188

Civil Service
616/724-6716
FAX/724-6790

Clerk
616/724-6705
FAX/724-4178

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

Engineering
616/724-6707
FAX/724-6790

Finance
616/724-6713
FAX/724-6768

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

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

Info. Systems
616/724-6975
FAX/724-6768

Leisure Service
616/724-6704
FAX/724-6790

Manager's Office
616/724-6724
FAX/724-6790

Mayor's Office
616/724-6701
FAX/724-6790

Neigh. & Const.
Services
616/724-6715
FAX/724-6790

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

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

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

Treasurer
616/724-6720
FAX/724-6768

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

Water Filtration
616 724-4106
FAX 755-5290



DANGEROUS BUILDING INSPECTION REPORT

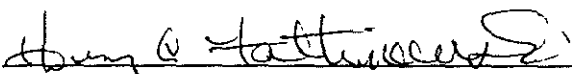
337 W. GRAND AVE.

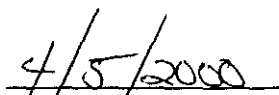
4/4/00

INSPECTION NOTED:

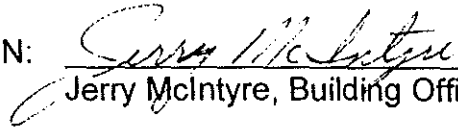
1. Front entry steps deteriorating, separating brick.
2. Broken out windows.
3. Roof covering deteriorating – Damaged.
4. Missing soffit on apartment.
5. Garage roof sagging.
6. Garage foundation, undermined.
7. Large amounts of debris in yard and garage.

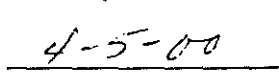
BASED UPON MY RECENT INSPECTION OF THE ABOVE PROPERTY, I HAVE DETERMINED THAT THE STRUCTURE MEETS THE DEFINITION OF A DANGEROUS AND/OR SUBSTANDARD BUILDING AS SET FORTH IN SECTION 4-23 OF THE MUSKEGON CITY CODE.


Henry Fajinowski, Building Inspector


Date 4/5/2000

CONCURRED IN:


Jerry McIntyre, Building Official


Date 4-5-00

Affirmative Action
616/724-6703
FAX/724-6790

Assessor
616/724-6708
FAX/724-6768

Cemetery
616/724-6783
FAX/722-4188

Civil Service
616/724-6716
FAX/724-6790

Clerk
616/724-6705
FAX/724-4178

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

Engineering
616/724-6707
FAX/724-6790

Finance
616/724-6713
FAX/724-6768

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

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

Info. Systems
616/724-6975
FAX/724-6768

Leisure Service
616/724-6704
FAX/724-6790

Manager's Office
616/724-6724
FAX/724-6790

Mayor's Office
616/724-6701
FAX/724-6790

Neigh. & Const.
Services
616/724-6715
FAX/724-6790

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

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

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

Treasurer
616/724-6720
FAX/724-6768

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

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

MUSKEGON



West Michigan's Shoreline City

NOTICE OF ORDER

April 5, 2000

Ed Houghtaling
2345 Dowd
Muskegon MI 49441

Ed Houghtaling
PO BOX 4034
Muskegon MI 49444

Dear Property Owner:

Subject: 337 W. Grand Ave.
E 44 FT OF LOTS 1-2 BLK 419

The City of Muskegon Building Official has recently inspected the subject property and has found the buildings to be dangerous as defined under Section 4-23 of the Muskegon City Code.

As a result of this finding, you are hereby ordered to REPAIR or DEMOLISH the structures within thirty (30) days from the date of this order.

Should you have any questions concerning this matter, please do not hesitate to contact our Building Official, Jerry McIntyre at 724-6715.

Sincerely yours,

Robert B. Grabinski
Fire Marshal/Inspection Services

Affirmative Action
616/724-6703
FAX/724-6790

Assessor
616/724-6708
FAX/724-6768

Cemetery
616/724-6783
FAX/722-4188

Civil Service
616/724-6716
FAX/724-6790

Clerk
616/724-6705
FAX/724-6768

Comm. & Neigh.
Services
616/724-6717
FAX/724-6790

Engineering
616/724-6707
FAX/724-6790

Finance
616/724-6713
FAX/724-6768

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

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

Info. Systems
616/724-6975
FAX/724-6768

Leisure Service
616/724-6704
FAX/724-6790

Manager's Office
616/724-6724
FAX/724-6790

Mayor's Office
616/724-6701
FAX/724-6790

Neigh. & Const.
Services
616/724-6715
FAX/724-6790

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

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

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

Treasurer
616/724-6720
FAX/724-6768

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

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

MUSKEGON



West Michigan's Shoreline City

April 21, 2000

Franklin Mortgage
513 E. Eighth Street, STE 15
Holland MI 49423

Concord Funding Corp
5270 Northland Dr. NE
Grand Rapids MI 49525

Bankers Trust Company, NA
3 Park Plaza, 16th Floor
Irvine, CA 92614

RE: 337 W. Grand Ave, Muskegon MI, also known as,
East 44 Feet of Lots 1-2, Block 419

To Whom It May Concern:

It has been brought to our attention that the above property may be of interest to you. This is to inform you that the structures located at the above property has been put on our Dangerous Building list. Please see the enclosed Notice and Order that was sent out on 4/5/00. Also enclosed are the inspection reports with the code violations that are dated 4/4/00 and 11/17/99.

This property will be going before the Housing Board of Appeals June 1, 2000. The board will determine if this property should be declared substandard, unsafe, a public nuisance and forward the case to the City of Muskegon Commission Committee for concurrence with the decision to demolish the structures.

Please feel free to call (231) 724-6715 with any questions or concerns.

Sincerely yours,

Robert B Grabinski
Fire Marshal/Inspection Services

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

Assessor
231/724-6708
FAX/726-5181

Cemetery
231/724-6783
FAX/726-5617

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

Clerk
231/724-6705
FAX/724-4178

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

Engineering
231/724-6707
FAX/727-6904

Finance
231/724-6713
FAX/724-6768

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

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

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

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

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

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

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

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

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

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

Treasurer
231/724-6720
FAX/724-6768

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

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

MUSKEGON



West Michigan's Shoreline City

File

CITY OF MUSKEGON

NOTICE OF HEARING ON DANGEROUS AND UNSAFE CONDITIONS

DATE: May 22, 2000

Mr. Ed Houghtaling
2345 Dowd
Muskegon MI 49441

Mr. Ed Houghtaling
P.O. BOX 4034
Muskegon MI 49444

Franklin Mortgage
513 E Eight St, STE 15
Holland MI 49423

Concord Funding Corp
5270 Northand Dr. NE
Grand Rapids MI 49525

Bankers Trust Company, NA
3 Park Plaza, 16th Floor
Irvine CA 92614

SUBJECT: Dangerous Building Case # 00-36 – 337 W Grand Ave, Muskegon, MI

PLEASE TAKE NOTICE that a hearing before the Housing Board of Appeals for the City of Muskegon will be held on **Thursday, June 1, 2000**, at the Muskegon City Hall Commission Chambers on the first floor. Said hearing will be for the purpose of determining whether the structure should be demolished or otherwise made safe.

Officials from the Inspection Services Department have inspected the structure and it is alleged that it has defects as listed on the attached page(s).

The defects are violations of Section 4-23 of the Muskegon City Code, which defines dangerous buildings.

At the hearing, the Inspection Services Department will present testimony regarding the alleged defects. You are advised that you or your representative may cross examine the City's witnesses and you may present testimony in your own behalf and call witnesses in your own behalf. We encourage you to attend the meeting since it is always better if someone is available to answer any questions the Board may have.

Inspection Services
City of Muskegon

#00-35 – 1362 GETTY – MARIO STEVENSON, 1362 GETTY, MUSKEGON MI

Mr. Mario did not attend the meeting. Bob Grabinski informed the board that all the violations except the chimney were on the garage. Bob stated that the staff recommended to give an extension of 30 days for the chimney repair and to forward the garage to the city commission for concurrence.

John Warner, supported by Randy Mackie, made a motion to declare the garage, substandard, unsafe, a public nuisance and to forward to the city commission for concurrence. The chimney on the house violation was extended for 30 days. Bring back to review on 8/6/00 if repairs are incomplete. A roll call vote was taken.

AYES:

Greg Borgman
John Warner
Randy Mackie
Jerry Bever

NAYES:

EXCUSED:

Fred Nielsen
William Anderson

ABSENT:

Clinton Todd

The motion Carried.

#00-36 – 337 W GRAND AVE – Ed Houghtaling, 2345 Dowd, Muskegon MI

Mr. Houghtaling or a representative did not attend the meeting. Bob stated that given the history, it was the Staff's recommendation to declare this structure substandard, unsafe, a public nuisance and forward to City Commission for concurrence.

Randy Mackie, supported by John Warner, made a motion to accept the staff's recommendation and forward the case to the City Commission for concurrence. A roll call vote was taken.

AYES:

Greg Borgman
John Warner
Randy Mackie
Jerry Bever

NAYES:

EXCUSED:

Fred Nielsen
William Anderson

ABSENT:

Clinton Todd

The motion carried.

**#00-37 - 1867 HOYT – SCOTT BARR, 1386 NELSON, MUSKEGON, MI
FUNB for DH Asset Inc., Palm Beach Gardens, FL.**

Mr. Barr and/or a representative did not attend the meeting. Bob informed the board that an inspection was conducted in April and revealed that the home needs a lot of work. Notices were sent to the Mortgage Company as well as the owner and the

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

Assessor
231/724-6708
FAX/726-5181

Cemetery
231/724-6783
FAX/726-5617

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

Clerk
231/724-6705
FAX/724-4178

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

Engineering
231/724-6707
FAX/727-6904

Finance
231/724-6713
FAX/724-6768

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

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

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

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

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

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

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

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

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

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

Treasurer
231/724-6720
FAX/724-6768

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

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

MUSKEGON



West Michigan's Shoreline City

MUSKEGON HOUSING BOARD OF APPEALS

DATE: June 5, 2000
CASE: #00-36 - 337 W Grand Ave., Muskegon MI

Mr. Ed Houghtaling
2345 Dowd
Muskegon MI 49441

Mr. Ed Houghtaling
PO Box 4034
Muskegon MI 49444

Franklin Mortgage
513 E Eight St., STE 15
Holland MI 49423

Concord Funding Corp.
5270 Northand Dr. NE
Grand Rapids, MI 49525

Bankers Trust Company NA
3 Park Plaza, 16th Floor
Irvine CA 92614

FINDING OF FACTS AND ORDER

The following action was taken at a session of the Muskegon Housing Board of Appeals held at the Muskegon City Hall, 933 Terrace, Muskegon, Michigan on the March 2, 2000. The Inspections Services Department of the City of Muskegon, having inspected the building structure located upon the property described as **E 44 FT of Lots 1-2 BLK 419**, also know as, **337 W. Grand Ave.**, found the conditions listed on the attached pages exist and that these conditions are hazardous as defined in Section 4-23 of the Code of Ordinances.

The Board further found that these conditions exist to the extent of endangering life, safety and the general welfare of the endangering life, safety and the general welfare of the public.

Therefore, in accordance with Section 4-25 of the Code of Ordinances, the structure is declared to be unsafe, substandard and a public nuisance.

It is, further ordered that if the owners or other interested parties fail to repair or remove said structure, or appeal this order within 20 days of the receipt of this order, the Building Official shall take bids and remove said structure.

Date: July 17, 2000

To: Honorable Mayor and City Commissioners

From: Neighborhood & Construction Services Dept.

Re: Concurrence with Housing Board of Appeals
Findings and Order for case #00-38 – 1299 Fourth
Street

SUMMARY OF REQUEST:

This is to request City Commission concurrence with the findings of the Housing Board of Appeals that the structure located at **1299 Fourth Street** also known as, **North Western 50 Feet, Lot 12, Block 392**, is unsafe, substandard and 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 demolitions with the lowest responsible bidder.

FINANCIAL IMPACT:

The cost of demolition will be paid with CDBG funds.

BUDGET ACTION REQUIRED:

None

STAFF RECOMMENDATION:

This property is located on Fourth street between Mason and Strong. It was a rental unit owned by Ed Backing.

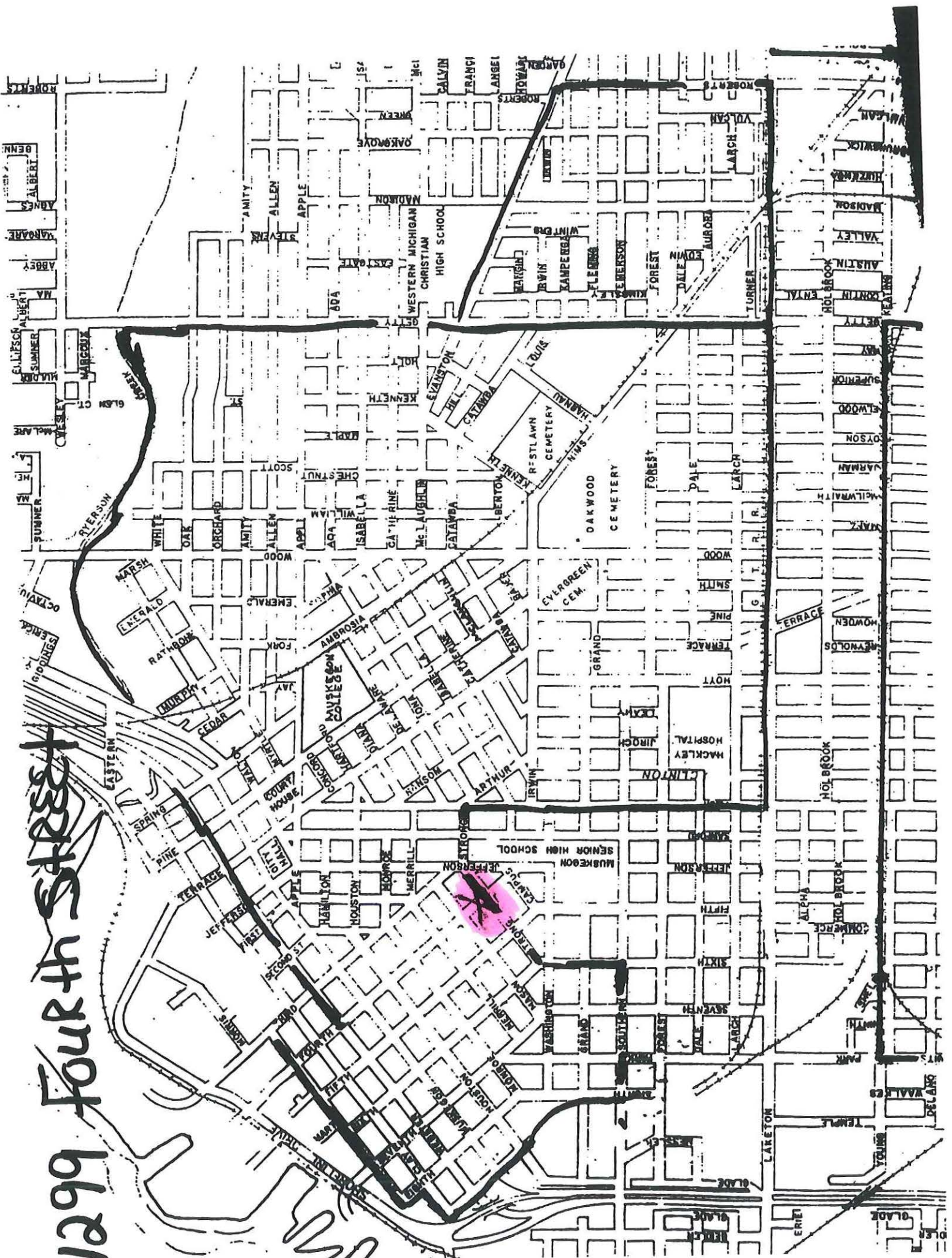
On 11/26/96 a civil infraction hearing took place before judge pittman for failing to maintain the structure(s) at 1299 Fourth street. Mr Backing plead responsible for repairing the violations. A payment

plan was to be agreed upon with the courts. Since then thier has been no repairs made and the structure has been vacant. Six tickets have been issued since the hearing in 1996. An inspection done in 1997 revealed that the violations still existed and an injunction relief was requested. A dangerous building inspection was conducted on 4/4/00 which revealed the structure to be in desperate need of repair. A notice and oreder was sent on 4/5/00 There had been no contact with the owner and no repairs had been made so the case was heard by the Housing Board of Appeals on 6/1/00 and the Board found the structure to be unsafe, substandard a public nuisance and ordered it to be demolished. To this date there has still been no contact with the owner.

ESTIMATED COST TO REPAIR:

\$18,000.00

1299 Fourth Street



Dave Schmeltzinger

60TH DISTRICT COURT

CIVIL INFRACTION
DISPOSITION/JUDGMENT

Muskogee
Ph: 616/24-6302

ADJUDICATED NOT PAID
BY DUE DATE

FILE NO: D87528 DATE: 2/1/96 CHARGE: HOUSING VIOL

DEF: EDWIN BACKING FORMAL ☒ INFORMAL ☐ HEARING POLICE AGENCY: MPD

DISPOSITION () Dismiss (X) Responsible () Not Responsible () FTA/Default

ADMITS RESPONSIBILITY FINE 50

DENIES RESPONSIBILITY COST 41

PLAINTIFF ATTORNEY STATE FEES 9

DEFENDANT ATTORNEY CLEARANCE FEES

APPEAL DATE 2/8/96 DUE DATE 3/1/96 LATE CHARGE

ADJOURN TO _____ at _____ a.m./p.m. TOTAL: 100

FINES, COSTS, AND FEES NOT PAID WITHIN 56
DAYS OF THE DATE OWED ARE SUBJECT TO A
20% LATE PENALTY ON THE AMOUNT OWED

TAPE NO _____

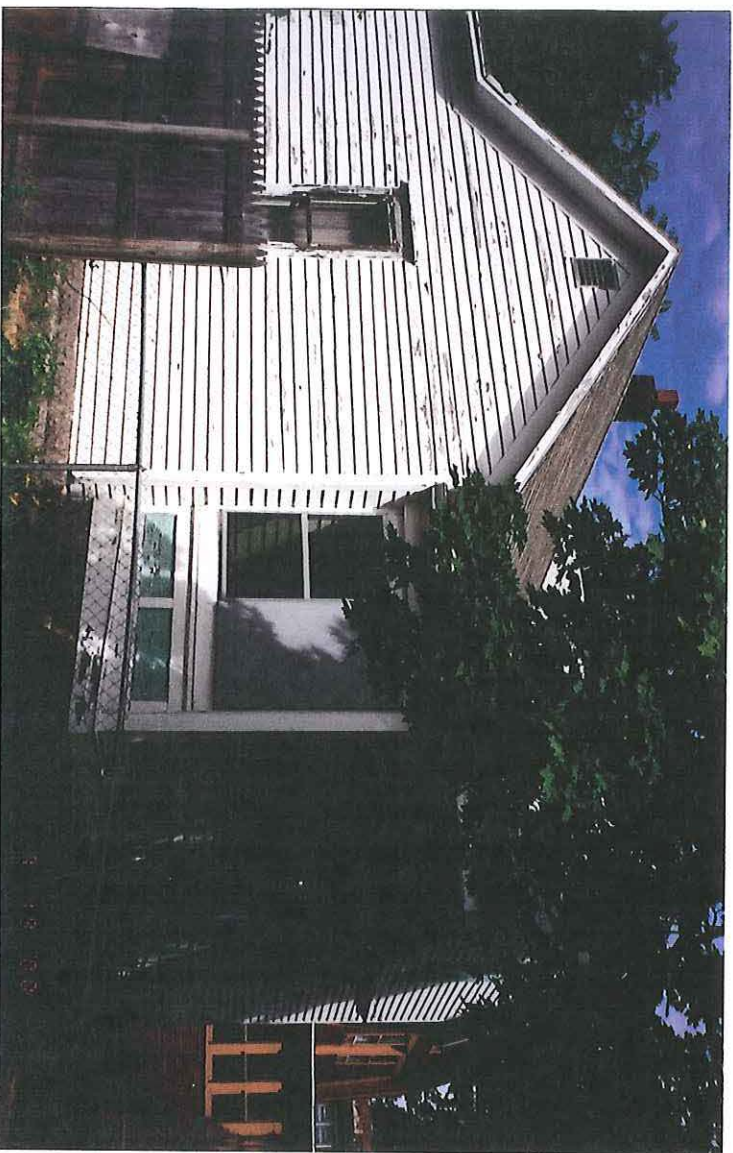
MAGISTRATE/CT CLERK [Signature] JUDGE/RECORDER _____ 60DC131

1. The within-named person(s) must appear at the above address with their witnesses on the date and time indicated.
2. Failure to appear by the Defendant may result in a default judgment against the Defendant and suspension of driving privileges.
3. This case may not be adjourned, except by the authority of the court.

PERSONAL SERVICE { }

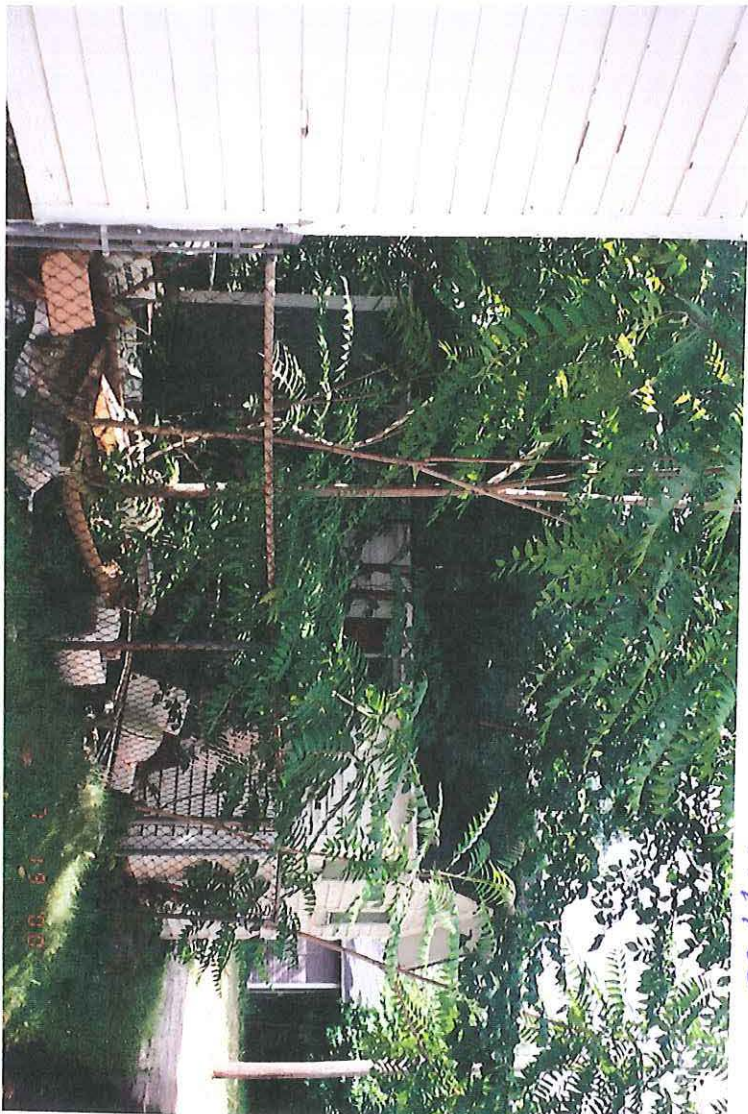
I hereby certify that on this date, copies of this notice were served upon the parties indicated above by ordinary mail addressed to the address shown hereon unless otherwise indicated.

8/05/96
Date
[Signature]
Magistrate/Deputy Court Clerk



7/19/00

1299 fourth Street



1899 fourth STREET

7/19/00

7/19/00

7/19/00



D103992

\$500.00

State of Michigan
Uniform Law Citation

Ticket No. **D 103992**

US DOT # _____ Incident No. _____ Dept. No. _____

The People of: ☐ the State of Michigan
☐ Township ☒ City ☐ Village ☐ County

Local Use/Arrest No. **Notice BAC 5920** Detection Device _____

OF: _____ of _____

THE UNDERSIGNED: _____ Month _____ Day _____ Year _____ At approximately ☐ A.M. ☐ P.M. Date Month Day Year
SAYS THAT ON: _____ State _____ Driver's License Number _____ Social Security No. _____

Race _____ Sex _____ Height _____ Weight _____ Hair _____ Eyes _____ Occupation/Employer _____

Name (First, Middle, Last) _____

Street _____

City _____ State _____ Zip Code _____

Vehicle Plate No. _____ Year _____ State _____ Vehicle Description (Year, Make, Color) _____ Type _____

THE PERSON NAMED ABOVE, in violation of ☐ Local Ordinance ☐ State Law ☐ Administrative Rule
UPON _____

AT OR NEAR **235 South**

WITHIN ☐ CITY ☐ VILLAGE ☐ TOWNSHIP OF _____

COUNTY OF **MUSKEGON** DID THE FOLLOWING:

Type	MCL Cite/PACC Code/ Ordinance	Description (include any bond amount collected on each charge)	Charge No.
☐ C/I ☐ Warn ☐ Authorization pend.			
☒ Misd ☐ Fug		Building a Property:	1
☐ Fel ☐ Waiv		Property Maint. Code	2
☐ C/I ☐ Warn ☐ Authorization pend.			
☐ Misd ☐ Fug			
☐ Fel ☐ Waiv			
☐ C/I ☐ Warn ☐ Authorization pend.			
☐ Misd ☐ Fug			
☐ Fel ☐ Waiv			

TO THE COURT: Do not arraign on a felony charge until an authorized complaint is filed.

Offense Code(s) _____

1 _____ 2 _____ 3 _____

Key for Type: C/I = Civil Infraction Misd = Misdemeanor Fel = Felony Warn = Warning Fug = Fugitive

Waiv = Violation for Which Fines/Costs May be Waived Authorization pend. = Authorization pending

Remarks _____



D103990

\$500.00

State of Michigan
Uniform Law Citation

Ticket No. **D 103990**

US DOT # _____ Incident No. _____ Dept. No. _____

The People of: ☐ the State of Michigan
☐ Township ☒ City ☐ Village ☐ County

Local Use/Arrest No. **Notice BAC 4631** Detection Device _____

OF: _____ of _____

THE UNDERSIGNED: _____ Month _____ Day _____ Year _____ At approximately ☐ A.M. ☐ P.M. Date Month Day Year
SAYS THAT ON: _____ State _____ Driver's License Number _____ Social Security No. _____

Race _____ Sex _____ Height _____ Weight _____ Hair _____ Eyes _____ Occupation/Employer _____

Name (First, Middle, Last) _____

Street _____

City _____ State _____ Zip Code _____

Vehicle Plate No. _____ Year _____ State _____ Vehicle Description (Year, Make, Color) _____ Type _____

THE PERSON NAMED ABOVE, in violation of ☐ Local Ordinance ☐ State Law ☐ Administrative Rule
UPON _____

AT OR NEAR **235 South**

WITHIN ☐ CITY ☐ VILLAGE ☐ TOWNSHIP OF _____

COUNTY OF **MUSKEGON** DID THE FOLLOWING:

Type	MCL Cite/PACC Code/ Ordinance	Description (include any bond amount collected on each charge)	Ch
☐ C/I ☐ Warn ☐ Authorization pend.			
☒ Misd ☐ Fug		Building a Property:	1
☐ Fel ☐ Waiv		Property Maint. Code	2
☐ C/I ☐ Warn ☐ Authorization pend.			
☐ Misd ☐ Fug			
☐ Fel ☐ Waiv			
☐ C/I ☐ Warn ☐ Authorization pend.			
☐ Misd ☐ Fug			
☐ Fel ☐ Waiv			

TO THE COURT: Do not arraign on a felony charge until an authorized complaint is filed.

Offense Code(s) _____

1 _____ 2 _____ 3 _____

Key for Type: C/I = Civil Infraction Misd = Misdemeanor Fel = Felony Warn = Warning Fug = Fugitive

Waiv = Violation for Which Fines/Costs May be Waived Authorization pend. = Authorization pending

Remarks _____



D103917

5500.10



D103925

5500.10

State of Michigan Uniform Law Citation

Ticket No. **D103917** ☐ Victim Involved

US DOT # _____ Incident No. _____ Dept. No. _____

The People of: ☐ the State of Michigan ☐ Township ☐ City ☐ Village ☐ County

Local Use/Arrest No. **5006** Detection Device _____

OF: _____ BAC _____ of _____

THE UNDERSIGNED SAYS THAT ON: Month **12** Day **15** Year **1997** At approximately ☐ A.M. ☒ P.M. Date Month **12** Day **15** Year **1997**

State _____ Driver's License Number _____ Social Security No. _____

Race _____ Sex _____ Height _____ Weight _____ Hair _____ Eyes _____ Occupation/Employer _____

Name (First, Middle, Last) _____

Street **1545 Sanford**

City _____ State _____ Zip Code **49441**

Vehicle Plate No. _____ Year _____ State _____ Vehicle Description (Year, Make, Color) _____ Type _____

THE PERSON NAMED ABOVE, in violation of ☒ Local Ordinance ☐ State Law ☐ Administrative Rule

UPON _____

AT OR NEAR **1222 Court**

WITHIN ☐ CITY ☐ VILLAGE ☐ TOWNSHIP OF **MUSKEGON**

COUNTY OF **MUSKEGON** DID THE FOLLOWING:

Type	MCL Cite/PACC Code/Ordinance	Description (include any bond amount collected on each charge)	Charge No.
☐ C/I ☐ Warn ☐ Authorization pend.	Sec 4-63	Building & Property:	1
☐ Misd ☐ Fug ☐ Fel ☐ Waiv		Property Maintenance Code:	2
☐ C/I ☐ Warn ☐ Authorization pend.			3
☐ Misd ☐ Fug ☐ Fel ☐ Waiv			

TO THE COURT: Do not arraign on a felony charge until an authorized complaint is filed.

Offense Code(s) **1 2 3**

Key for Type C/I = Civil Infraction Misd = Misdemeanor Fel = Felony Warn = Warning Fug = Fugitive

Waiv = Violation for Which Fines/Costs May be Waived Authorization pend. = Authorization pending

Remarks _____

State of Michigan Uniform Law Citation

Ticket No. **D103925** ☐ Victim Involved

US DOT # _____ Incident No. _____ Dept. No. _____

The People of: ☐ the State of Michigan ☐ Township ☐ City ☐ Village ☐ County

Local Use/Arrest No. **5013** Detection Device _____

OF: _____ BAC _____ of _____

THE UNDERSIGNED SAYS THAT ON: Month **12** Day **20** Year **1997** At approximately ☐ A.M. ☒ P.M. Date Month **12** Day **20** Year **1997**

State _____ Driver's License Number _____ Social Security No. _____

Race _____ Sex _____ Height _____ Weight _____ Hair _____ Eyes _____ Occupation/Employer _____

Name (First, Middle, Last) _____

Street **1545 Sanford**

City _____ State _____ Zip Code **49441**

Vehicle Plate No. _____ Year _____ State _____ Vehicle Description (Year, Make, Color) _____ Type _____

THE PERSON NAMED ABOVE, in violation of ☐ Local Ordinance ☐ State Law ☐ Administrative Rule

UPON _____

AT OR NEAR **1222 Court**

WITHIN ☐ CITY ☐ VILLAGE ☐ TOWNSHIP OF **MUSKEGON**

COUNTY OF **MUSKEGON** DID THE FOLLOWING:

Type	MCL Cite/PACC Code/Ordinance	Description (include any bond amount collected on each charge)	Charge No.
☐ C/I ☐ Warn ☐ Authorization pend.	Sec 4-63	Building & Property:	1
☐ Misd ☐ Fug ☐ Fel ☐ Waiv		Property Maintenance Code:	2
☐ C/I ☐ Warn ☐ Authorization pend.			3
☐ Misd ☐ Fug ☐ Fel ☐ Waiv			

TO THE COURT: Do not arraign on a felony charge until an authorized complaint is filed.

Offense Code(s) **1 2 3**

Key for Type C/I = Civil Infraction Misd = Misdemeanor Fel = Felony Warn = Warning Fug = Fugitive

Waiv = Violation for Which Fines/Costs May be Waived Authorization pend. = Authorization pending

Remarks _____

D 103917

Ticket No. Name

Case No.

7



D103876

\$500.00

State of Michigan Uniform Law Citation

Ticket No. **D 103876** ☐ Victim Involved

US DOT # _____ Incident No. _____ Dept. No. _____

The People of: ☐ the State of Michigan ☒ Township ☐ City ☐ Village ☐ County

Local Use/Arrest No. **Notice # 3316** Detection Device _____

OF: **Muskegon** BAC _____ of _____

THE UNDERSIGNED SAYS THAT ON: Month **11** Day **13** Year **96** At approximately **9:15** ☐ A.M. ☒ P.M. Date Month **9** Day **12** Year _____

State _____ Driver's License Number _____ Social Security No. _____

Race _____ Sex _____ Height _____ Weight _____ Hair _____ Eyes _____ Occupation/Employer _____

Name (First, Middle, Last) **Walter C. Backing**

Street **1536 Sanford**

City **Muskegon** State **MI** Zip Code **49441**

Vehicle Plate No. _____ Year _____ State _____ Vehicle Description (Year, Make, Color) _____ Type _____

THE PERSON NAMED ABOVE, in violation of ☒ Local Ordinance ☐ State Law ☐ Administrative Rule

UPON **1.20 - 72200**

AT OR NEAR _____

WITHIN ☐ CITY ☐ VILLAGE ☐ TOWNSHIP OF **Muskegon**

COUNTY OF **MUSKEGON** DID THE FOLLOWING:

Type	MCL Cite/PACC Code/Ordinance	Description (include any bond amount collected on each charge)	Charge No.
☐ C/I ☐ Warn ☐ Authorization pend.	Sec 1-10	Building & Property: Property Maint. 3000/500	1
☐ Misd ☐ Fug ☐ Fel ☐ Waiv			
☐ C/I ☐ Warn ☐ Authorization pend.			2
☐ Misd ☐ Fug ☐ Fel ☐ Waiv			
☐ C/I ☐ Warn ☐ Authorization pend.			3
☐ Misd ☐ Fug ☐ Fel ☐ Waiv			

TO THE COURT: Do not arraign on a felony charge until an authorized complaint is filed.

Offense Code(s) _____

1 _____ 2 _____ 3 _____

Key for Type: C/I = Civil Infraction Misd = Misdemeanor Fel = Felony Warn = Warning Fug = Fugitive

Waiv = Violation for Which Fines/Costs May be Waived Authorization pend. = Authorization pending

Remarks **Call to maintain a structure in rear yard, building, code screens**

1.20 - 72200

CHECK IF APPROPRIATE ☐ Damage to Property ☐ Local Court Bond \$ _____

☐ Vehicle Impounded ☐ Injury ☐ License Posted in Lieu of Bond

☐ Traffic Crash ☐ Death ☐ Appearance Certificate

Person in Active Military Service ☐ Yes ☐ No ☐ None

SEE DATE BELOW. SEE BACK OF CITATION FOR EXPLANATION AND INSTRUCTIONS

☐ Appearance Date on or before **5-12 days**

☐ Hearing Date (if applicable) on _____ ☐ Contact Court

☐ Juvenile Traffic Misd. (Court will Notify) ☐ Formal Hearing Required. (Court will Notify)

In the **60th DISTRICT** Court of **MUSKEGON COUNTY**

Court Address & Phone Number

990 Terrace, Muskegon, Michigan 49442

(616) 724-6302

☐ I served a copy of the civil infraction complaint upon the defendant (or owner/occupant by posting if applicable).

I declare under the penalties of perjury that the statements above are true to the best of my information, knowledge, and belief.

Complainant's Signature and receipt if applicable

Walter C. Backing Month **12** Day **19** Year **96**

Officer's Name (printed) _____ Officer's ID No. **2717**

Agency ORI _____ Agency Name _____

MI- _____



D120470

\$500.00

State of Michigan Uniform Law Citation

Ticket No. **D 120470** ☐ Victim Involved

US DOT # _____ Incident No. _____ Dept. No. _____

The People of: ☐ the State of Michigan ☒ Township ☐ City ☐ Village ☐ County

Local Use/Arrest No. **Notice # 5086** Detection Device _____

OF: **Muskegon** BAC _____ of _____

THE UNDERSIGNED SAYS THAT ON: Month **3** Day **25** Year **97** At approximately **2:00** ☐ A.M. ☒ P.M. Date Month **9** Day **12** Year _____

State _____ Driver's License Number _____ Social Security No. _____

Race _____ Sex _____ Height _____ Weight _____ Hair _____ Eyes _____ Occupation/Employer _____

Name (First, Middle, Last) **Walter C. Backing**

Street **1536 Sanford**

City **Muskegon** State **MI** Zip Code **49441**

Vehicle Plate No. _____ Year _____ State _____ Vehicle Description (Year, Make, Color) _____ Type _____

THE PERSON NAMED ABOVE, in violation of ☒ Local Ordinance ☐ State Law ☐ Administrative Rule

UPON **1.20 - 72200**

AT OR NEAR _____

WITHIN ☐ CITY ☐ VILLAGE ☐ TOWNSHIP OF **Muskegon**

COUNTY OF **MUSKEGON** DID THE FOLLOWING:

Type	MCL Cite/PACC Code/Ordinance	Description (include any bond amount collected on each charge)	Charge No.
☐ C/I ☐ Warn ☐ Authorization pend.	Sec 1-10	Building & Property: Property Maint. 3000/500	1
☐ Misd ☐ Fug ☐ Fel ☐ Waiv			
☐ C/I ☐ Warn ☐ Authorization pend.			2
☐ Misd ☐ Fug ☐ Fel ☐ Waiv			
☐ C/I ☐ Warn ☐ Authorization pend.			3
☐ Misd ☐ Fug ☐ Fel ☐ Waiv			

TO THE COURT: Do not arraign on a felony charge until an authorized complaint is filed.

Offense Code(s) _____

1 **21** 2 _____ 3 _____

Key for Type: C/I = Civil Infraction Misd = Misdemeanor Fel = Felony Warn = Warning Fug = Fugitive

Waiv = Violation for Which Fines/Costs May be Waived Authorization pend. = Authorization pending

Remarks **Call to maintain a structure in rear yard, building, code screens**

1.20 - 72200

CHECK IF APPROPRIATE ☐ Damage to Property ☐ Local Court Bond \$ _____

☐ Vehicle Impounded ☐ Injury ☐ License Posted in Lieu of Bond

☐ Traffic Crash ☐ Death ☐ Appearance Certificate

Person in Active Military Service ☐ Yes ☐ No ☐ None

SEE DATE BELOW. SEE BACK OF CITATION FOR EXPLANATION AND INSTRUCTIONS

☐ Appearance Date on or before **5-12 days**

☐ Hearing Date (if applicable) on _____ ☐ Contact Court

☐ Juvenile Traffic Misd. (Court will Notify) ☐ Formal Hearing Required. (Court will Notify)

In the **60th DISTRICT** Court of **MUSKEGON COUNTY**

Court Address & Phone Number

990 Terrace, Muskegon, Michigan 49442

(616) 724-6302

☐ I served a copy of the civil infraction complaint upon the defendant (or owner/occupant by posting if applicable).

I declare under the penalties of perjury that the statements above are true to the best of my information, knowledge, and belief.

Complainant's Signature and receipt if applicable

Walter C. Backing Month **5** Day **20** Year **97**

Officer's Name (printed) _____ Officer's ID No. **2717**

Agency ORI _____ Agency Name _____

MI- _____

FINAL NOTICE TO REPAIR

\$30/FNR. EXT.
01.27.200

FINAL NOTICE

Date of Inspection : 06/23/97
Date of This Notice : June 24, 1997
Next Inspection Date : 07/21/97
Inspection Time : ON OR ABOUT

BACKING, EDWIN C
1586 SANFORD ST.
MUSKEGON, MI 49441

RE: 1299 FOURTH

Dear Property Owner:

As you know, your property was recently cited for having certain exterior conditions which are in violation of the City's Property Maintenance Code.

I recently reinspected the exterior of your property and found that the property was still in violation of the maintenance standards contained in the code that deals with upkeep and appearance (see attached list). The defects listed on the report are required to be corrected by the next inspection date shown in the upper left corner of this letter to avoid further legal action.

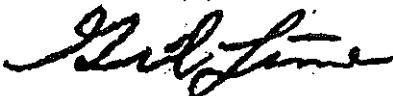
It should be noted that each violation is considered a separate punishable offense and that failure to comply with this Final Notice to Repair will result in the issuance of a civil infraction notice, which carries a first offense fine of \$ 100.00.

If you wish to appeal any part of this notice, you may file a Claim of Appeal with the Housing Board of Appeals. Claim forms are available from the Neighborhood and Construction Services department and must be submitted at least 3 days before the next scheduled reinspection.

In addition, please note that there will be a charge of \$30.00 for each reinspection that we make.

Should you have any questions concerning this matter, please do not hesitate to contact me at 724-6715.

Sincerely,



Gil Line
Housing Inspector
City of Muskegon, Neighborhood & Construction Services

\$30/FNR.EXT.

CITY OF MUSKEGON INSPECTION REPORT

June 24, 1997

AT 9:12 a.m.

FOR FOURTH 1299

PAGE 1

No Cat

Violation

FINAL NOTICE

1

NOTE: Unit cannot be occupied until a certificate of compliance is issued.

2

NOTE: Effective June 15, 1997 no certificates of compliance will be issued until all fees and debts to the City for that property have been paid in full.

3 B BATH

Wall paper is coming off the ceiling.

4 B BATH

Outlet is part of a light and is not protected by ground fault interrupter circuit.

5 B BATH

light(s) has/have a switch that touches the body of the fixture - must be wall switched or protected by GFIC.

6 ELECTRICAL

Rear egress not lighted.

7 ELECTRICAL

Rear entry, outlet without cover.

8 ELECTRICAL

Dining room fixture missing.

9 ELECTRICAL

Bathroom fixture missing.

10 ELECTRICAL

Exterior wiring not weather proof.

11 ELECTRICAL

Kitchen fixture falling from ceiling.

12 ~~B~~ EXTERIOR - FRONT

Screen door screen is ripped or missing.

13 ~~B~~ EXTERIOR - HOUSE SIDING

Has peeling paint and is not protected from weather by properly applied water-resistant paint or waterproof finish.

14 ~~B~~ EXTERIOR - REAR ENTRANCE

Door is delaminating or is delaminated - it must be replaced.

15 ~~B~~ EXTERIOR - SHED

roofing is damaged.

16 ~~B~~ EXTERIOR FRONT

Concrete steps are deteriorated.

17 ~~B~~ EXTERIOR FRONT

window screen is torn or damaged.

18 ~~B~~ EXTERIOR REAR STEP STRUCTURE

is not protected from weather by a properly applied water-resistant paint or waterproof finish.

19 ~~B~~ EXTERIOR SOME SASH, TRIM AND

REAR EAVE Has peeling paint and is not protected from weather by properly applied water-resistant paint or waterproof finish.

0 B KITCHEN

Wall paper is coming off the walls.

1 B KITCHEN

ceiling is water stained.

CITY OF MUSKEGON INSPECTION REPORT

June 24, 1997

AT 9:12 a.m.

FOR FOURTH 1299

PAGE 2

No	Cat	Violation
22	B	KITCHEN floor covering has holes, rips or is missing or is not sealed on edges.
23	B	REAR LAUNDRY ROOM floor covering has holes, rips or is missing or is not sealed on edges.
24	A	REAR LAUNDRY ROOM Sewer line is open letting sewer gas escape.
25	B	SHED SOME SASH AND TRIM Has peeling paint and is not protected from weather by properly applied water-resistant paint or waterproof finish.
26		STRUCTURAL Approximately 40x40 two-story wood frame house.
27		STRUCTURAL Front porch has rotted floor boards.
28		STRUCTURAL Posts not properly anchored.
29		STRUCTURAL Rear porch roof collapsing and rotted, floor rotted also.
30		STRUCTURAL Front steps is cracked and patched.
31		STRUCTURAL Open holes in eave.

END OF LIST

RE-INSPECTION REPORT

3-25-98m

ADDRESS 1299 Fourth INSPECTOR RF DATE 3-23-98

=====

NUMBER OF UNITS _____ DID NOT GAIN ENTRY _____
NUMBER OF UNITS INSPECTED _____ TIME ARRIVED _____ TIME LEFT _____
~~OWNER OCCUPIED~~ EXTERIOR INSPECTION A NO CHARGE INSPECTION _____
OCCUPIED: YES _____ NO ✓ BY WHOM OWNER _____ TENANT _____
IF VACANT DOES THE EXTERIOR LOOK OK TO STOP FUTURE INSPECTIONS YES _____ NO ✓

=====

UNIT READY FOR FULL C.C. _____
1001 BUILDING GIVEN TEMP. C.C. _____
1002 THE FOLLOWING UNITS MAY HAVE A TEMP C.C. _____
1003 THE FOLLOWING UNITS IF VACATED MAY NOT BE OCCUPIED _____
1004 THESE UNITS ARE VACANT AND MAY NOT BE OCCUPIED cont _____
1005 UNIT MAY HAVE TEMP. C.C. TO JUNE 30 FOR WINTER REPAIRS _____
UNIT MAY NOT HAVE TEMP C.C. BUT MAY BE OCCUPIED _____

=====

EXTEND EXISTING NOTICE _____ NEXT INSPECTION 90 DAYS _____
GO TO FINAL NOTICE TO REPAIR cont REQUEST WARRANT NOTICE BE SENT _____
SEND SEARCH WARRANT LETTER _____ NUMBER OF NO SHOWS _____

=====

SLEEPING IN BSMT LETTER _____ ROACH LETTER _____
GARBAGE STORED IN DWELLING _____ GAS ENG. IN DWELLING _____
HALL BLOCKED BY DEBRIS _____ FURNACE CERTIFICATION LETTER _____

=====

COMMENTS injunctive relief requested _____

=====

on or about 4-20-98

=====

REINSPEC.

Date of Inspection : 02/16/98
Date of This Notice : 02/17/98
Next Inspection Date : 03/23/98
Time of Next Inspection : ON OR ABOUT

\$30/FNR
01-29481

FINAL NOTICE TO REPAIR

FINAL NOTICE

Sent to:

BACKING, EDWIN C
1586 SANFORD ST.
MUSKEGON, MI 49441

In reference to: 1299 FOURTH
Number of Units: 1
Inspected by : GIL LINE Phone: 724-6715

A reinspection of the property referenced above revealed conditions which are violations of the City of Muskegon property maintenance code. These conditions have not been corrected as previously ordered and are listed on the attached page(s). You are responsible for correcting these conditions by the next inspection date shown above. In regard to these you should know the following:

1. Each violation listed is a separate punishable offense. Failure to complete repairs by the required date will lead to further legal action which may result in substantial fines. These fines begin at \$100.00. Please note that each day that a violation continues to exist may be charged as a separate civil infraction and may result in a separate civil fine.
2. Your property will be reinspected on the date and time above to see if the violations are corrected. If this appointment needs to be changed, you must contact our office at least 3 working days in advance of the scheduled date in order to avoid a \$40.00 service charge.
3. You may appeal any part of this repair notice by filing an appeal with the Housing Board of Appeals. Claim forms can be obtained from the Neighborhood and Construction Services department and must be submitted at least 3 days before the next scheduled reinspection.
4. Good workmanship is required. In addition, repairs involving the installation of new electrical, heating or plumbing fixtures require appropriate permits and must be completed by licensed contractors if the building is not occupied by the owner.
5. It is the owner's responsibility to make arrangements so that the inspector can enter all units and the basement. If entry is not gained to all areas of the building, a \$40.00 service charge will be made. Periodic reinspections to determine progress will have a charge of \$40.00 plus \$5.00 per unit. Therefore, it is important that you complete the work as soon as possible.
6. Exterior masonry repairs or painting that may be required from November 1 to March 31 can be completed anytime before June 30.

Sincerely,

Housing Inspector
City of Muskegon, Neighborhood & Construction Services

CITY OF MUSKEGON INSPECTION REPORT

\$30/FNR

February 17, 1998 AT 11:25 a.m. FOR FOURTH 1299

PAGE 1

No	Cat	Violation
1		NOTE: Unit cannot be occupied until a certificate of compliance is issued.
2		NOTE: Effective June 15, 1997 no certificates of compliance will be issued until all fees and debts to the City for that property have been paid in full.
3	B BATH	Wall paper is coming off the ceiling.
4	B BATH	Outlet is part of a light and is not protected by ground fault interrupter circuit.
5	B BATH	light(s) has/have a switch that touches the body of the fixture - must be wall switched or protected by GFIC.
6	ELECTRICAL	Rear egress not lighted.
7	ELECTRICAL	Rear entry, outlet without cover.
8	ELECTRICAL	Dining room fixture missing.
9	ELECTRICAL	Bathroom fixture missing.
10	ELECTRICAL	Exterior wiring not weather proof.
11	ELECTRICAL	Kitchen fixture falling from ceiling.
12	B-EXTERIOR - FRONT	Screen door screen is ripped or missing.
13	B-EXTERIOR - HOUSE SIDING	Has peeling paint and is not protected from weather by properly applied water-resistant paint or waterproof finish.
14	B-EXTERIOR - REAR ENTRANCE	Door is delaminating or is delaminated - it must be replaced.
15	EXTERIOR - SHED	roofing is damaged.
16	B-EXTERIOR FRONT	Concrete steps are deteriorated.
17	B-EXTERIOR FRONT	window screen is torn or damaged.
18	B-EXTERIOR REAR STEP STRUCTURE	is not protected from weather by a properly applied water-resistant paint or waterproof finish.
19	B-EXTERIOR SOME SASH, TRIM AND REAR EAVE	Has peeling paint and is not protected from weather by properly applied water-resistant paint or waterproof finish.
20	B KITCHEN	Wall paper is coming off the walls.
21	B KITCHEN	ceiling is water stained.

FINAL NOTICE

CITY OF MUSKEGON INSPECTION REPORT

February 17, 1998 AT 11:25 a.m. FOR FOURTH 1299

PAGE 2

No	Cat	Violation
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30		STRUCTURAL Front steps is cracked and patched.
31		STRUCTURAL Open holes in eave.

END OF LIST

Affirmative Action
616/724-6703
FAX/724-6790

Assessor
616/724-6708
FAX/724-6768

Cemetery
616/724-6783
FAX/722-4188

Civil Service
616/724-6716
FAX/724-6790

Clerk
616/724-6705
FAX/724-6768

Comm. & Neigh.
Services
616/724-6717
FAX/724-6790

Engineering
616/724-6707
FAX/724-6790

Finance
616/724-6713
FAX/724-6768

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

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

Info. Systems
616/724-6975
FAX/724-6768

Leisure Service
616/724-6704
FAX/724-6790

Manager's Office
616/724-6724
FAX/724-6790

Mayor's Office
616/724-6701
FAX/724-6790

Neigh. & Const.
Services
616/724-6715
FAX/724-6790

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

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

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

Treasurer
616/724-6720
FAX/724-6768

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

Water Filtration
616/724-4106
FAX/722-55290



West Michigan's Shoreline City

DANGEROUS BUILDING INSPECTION

1299 Fourth St.

April 4, 2000

2 STORY WOOD FRAME UNOCCUPIED HOUSE.

1. Roof in disrepair. (leaking)
2. Kitchen ceiling falling down.
3. Porch rotting.
4. Window sashes rotted.
5. Rear fascia boards rotted away.
6. Front steps cracked and falling apart.
7. Garage roof failing (rotted, shingles missing)
8. Siding missing on garage.
9. Building is unsecured.

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

DON LABRENZ II, INSPECTOR

DATE 4. APR. 00

CONCURRED IN: Jerry McIntyre
JERRY MCINTYRE, BUILDING OFFICIAL

Affirmative Action
616/724-6703
FAX/724-6790

Assessor
616/724-6708
FAX/724-6768

Cemetery
616/724-6783
FAX/722-4188

Civil Service
616/724-6716
FAX/724-6790

Clerk
616/724-6705
FAX/724-4178

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

Engineering
616/724-6707
FAX/724-6790

Finance
616/724-6713
FAX/724-6768

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

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

Info. Systems
616/724-6975
FAX/724-6768

Leisure Service
616/724-6704
FAX/724-6790

Manager's Office
616/724-6724
FAX/724-6790

Mayor's Office
616/724-6701
FAX/724-6790

**Neigh. & Const.
Services**
616/724-6715
FAX/724-6790

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

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

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

Treasurer
616/724-6720
FAX/724-6768

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

Water Filtration
616 724-4106
FAX 755-5290



West Michigan's Shoreline City

NOTICE OF ORDER

April 5, 2000

Edwin Backing
1586 Sanford St
Muskegon MI 49441

Edwin Backing
577 Strawberry Lane
Muskegon MI 49442

Dear Property Owner:

Subject: 1299 Fourth
NW 50 FT LOT 12, BLK 392

The City of Muskegon Building Official has recently inspected the subject property and has found the buildings to be dangerous as defined under Section 4-23 of the Muskegon City Code.

As a result of this finding, you are hereby ordered to REPAIR or DEMOLISH the structures within thirty (30) days from the date of this order.

Should you have any questions concerning this matter, please do not hesitate to contact our Building Official, Jerry McIntyre at 724-6715.

Sincerely yours,

Robert B. Grabinski
Fire Marshal/Inspection Services

#00-37 – 1867 HOYT (CONTINUED)

Inspections Dept. has not heard from either of them. Staff recommended to declare the building substandard, unsafe, a public nuisance, and forward to the City Commission for concurrence.

Randy Mackie, supported by Greg Borgman, made a motion to accept Staff's recommendation and forward the case to the City Commission for concurrence. A roll call vote was taken.

AYES:

Greg Borgman
John Warner
Randy Mackie
Jerry Bever

NAYES:

EXCUSED:

Fred Neilson
William Anderson

ABSENT:

Clinton Todd

The motion carried.

**#00-38 – 1299 FOURTH – Edwin Backing, 1586 Sanford, Muskegon MI
and/or 577 Strawberry Lane, Muskegon MI**

The owner and/or a representative did not attend the meeting. Bob Grabinski stated that this home is an eyesore. History shows that the building has been in disrepair for a long time and the staff recommends to declare the structure(s) substandard, unsafe, a public nuisance and to forward to the City Commission for concurrence.

Greg Borgman, supported by Randy Mackie, made a motion to accept Staff's recommendation and forward the case to City Commission for concurrence.

AYES:

Greg Borgman
Randy Mackie
John Warner
Jerry Bever

NAYES:

EXCUSED:

Fred Nielsen
William Anderson

ABSENT:

Clinton Todd

The motion Carried.

OLD BUISINESS:

Bob informed the board that the current Dangerous Building list will be busy for a few months and asked them all to do the best they can to attend all the meetings.

Date: July 17, 2000

To: Honorable Mayor and City Commissioners

From: Neighborhood & Construction Services Dept.

Re: Concurrence with Housing Board of Appeals
Findings and Order for case #00-23 – 1349 Arthur
Street (Garage)

SUMMARY OF REQUEST:

This is to request City Commission concurrence with the findings of the Housing Board of Appeals that the structure located at **1349 Arthur Street (Garage)**, also known as, **The South 50 Feet, Lot 8 Block 255**, is unsafe, substandard and 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 demolitions with the lowest responsible bidder.

FINANCIAL IMPACT:

The cost of demolition will be paid with CDBG funds.

BUDGET ACTION REQUIRED:

None

STAFF RECOMMENDATION:

This Garage is located between Catherine and Isabella. The owner is Mr. John Thomas.

The garage was burnt and the roof collapsed in July of 1999. (Please see pictures attached).

On 3/15/00 a Dangerous Building Inspection was conducted and revealed that no repairs had been made to the garage. A Notice and Order to Repair or demolish was sent on 3/17/00. There had been no contact with the owner and the case was heard before the Housing Board of Appeals on May 4, 2000.

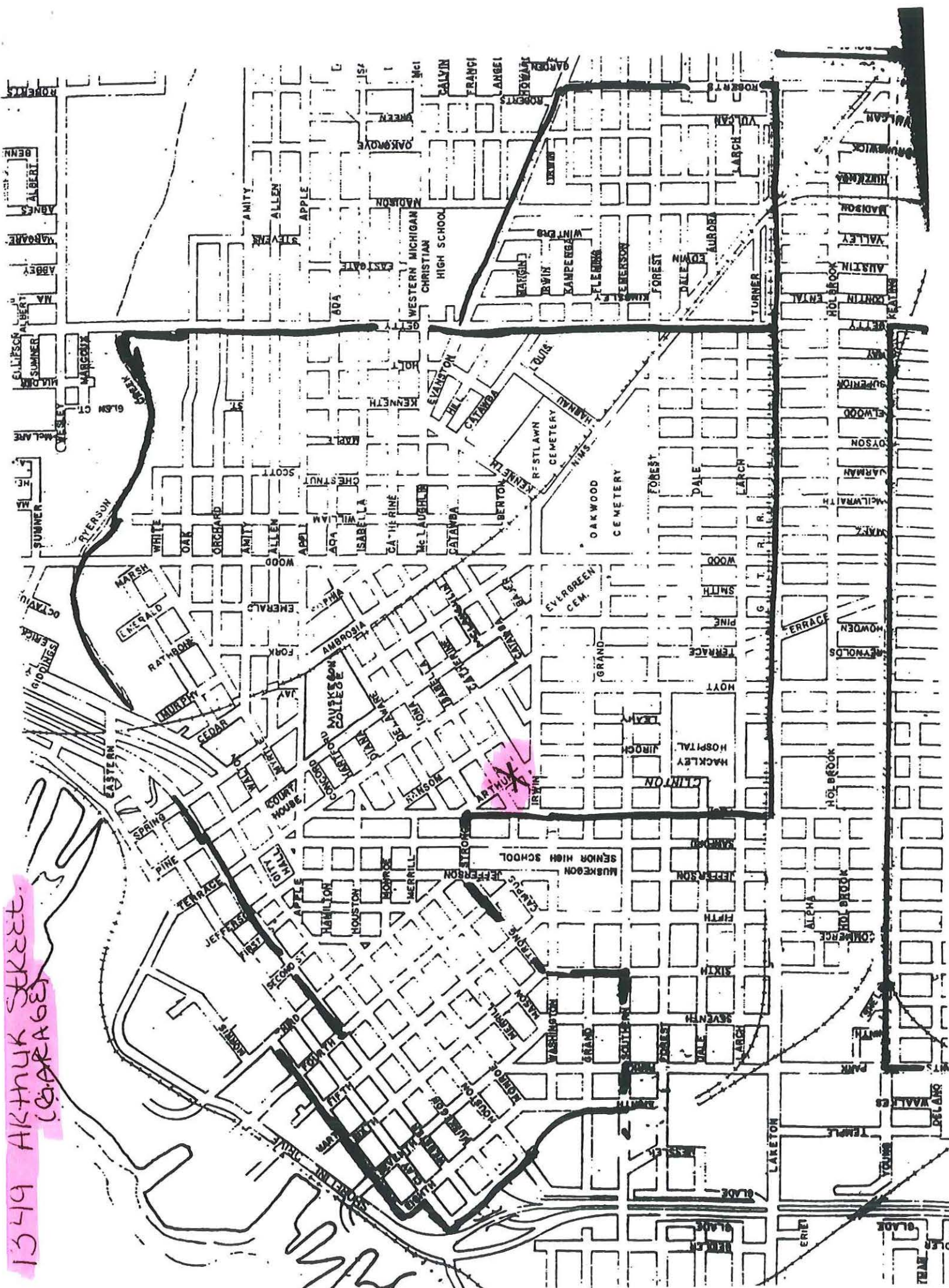
The owner and/or a representative did not attend the meeting and the Board found the Garage to be unsafe, substandard, a public nuisance and ordered it to be demolished. A finding of facts and order was sent on 5/9/00. To this date, there has been no contact with the owner.

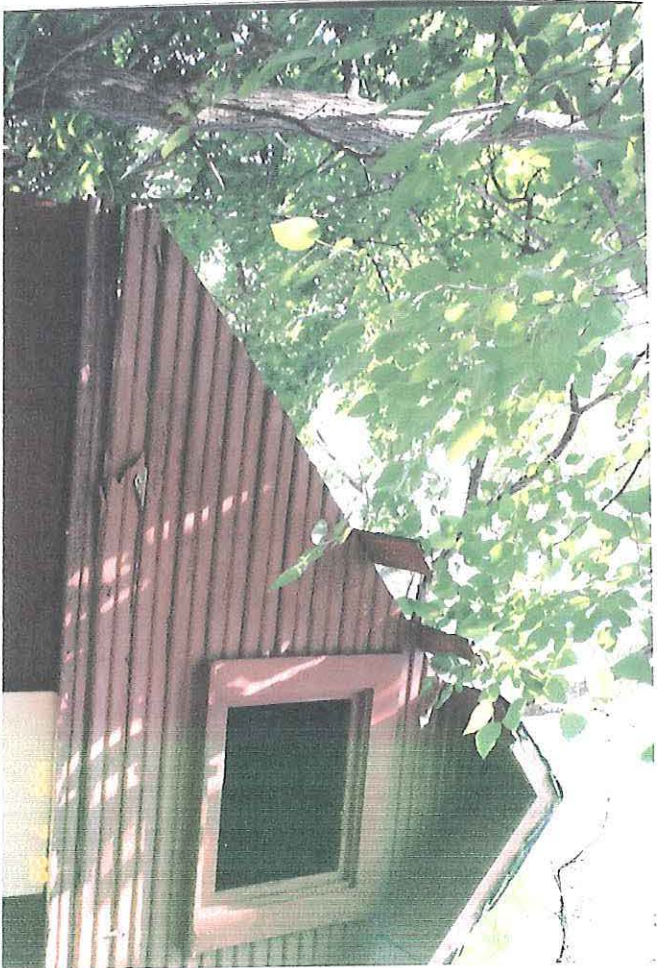
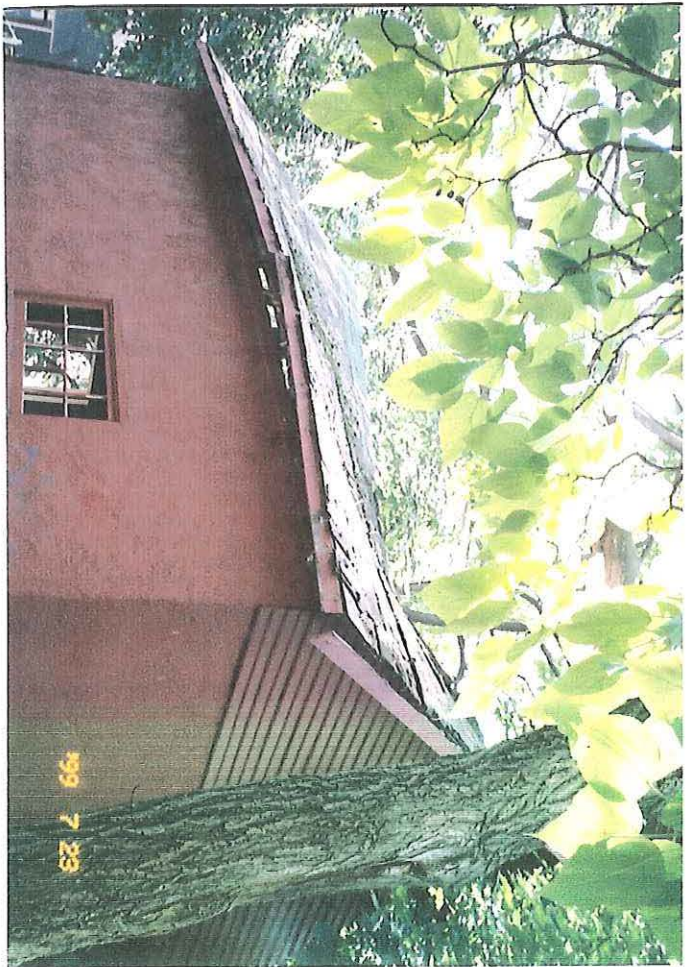
Attached are copies of a map showing the location of the property, pictures of the structure, the dangerous building inspection report dated 3/15/00, the notice and order dated 3/17/00, Notice of hearing dated 5/1/00, minutes to the May 4, 2000 meeting, and the finding of facts and order dated 5/9/00.

ESTIMATED COST OF REPAIR:

\$2,500.00

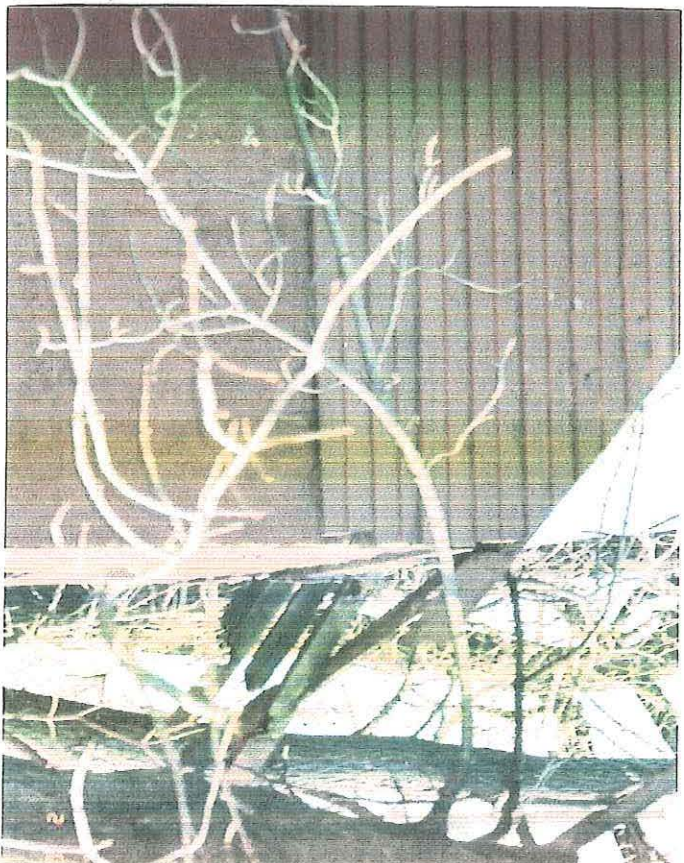
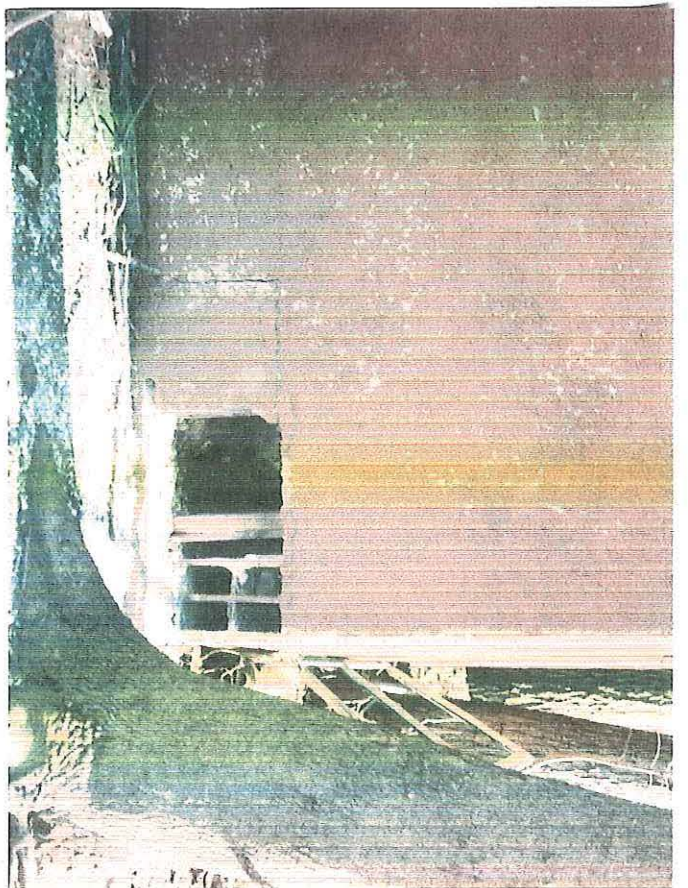
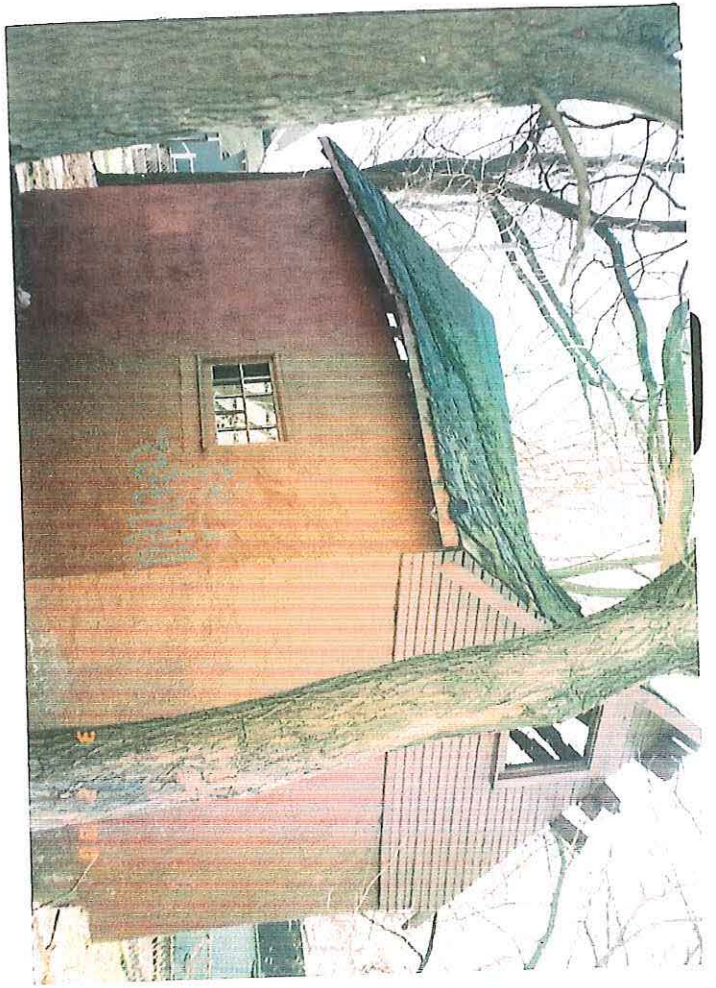
1349 ARTHUR STREET
(GARAGE)



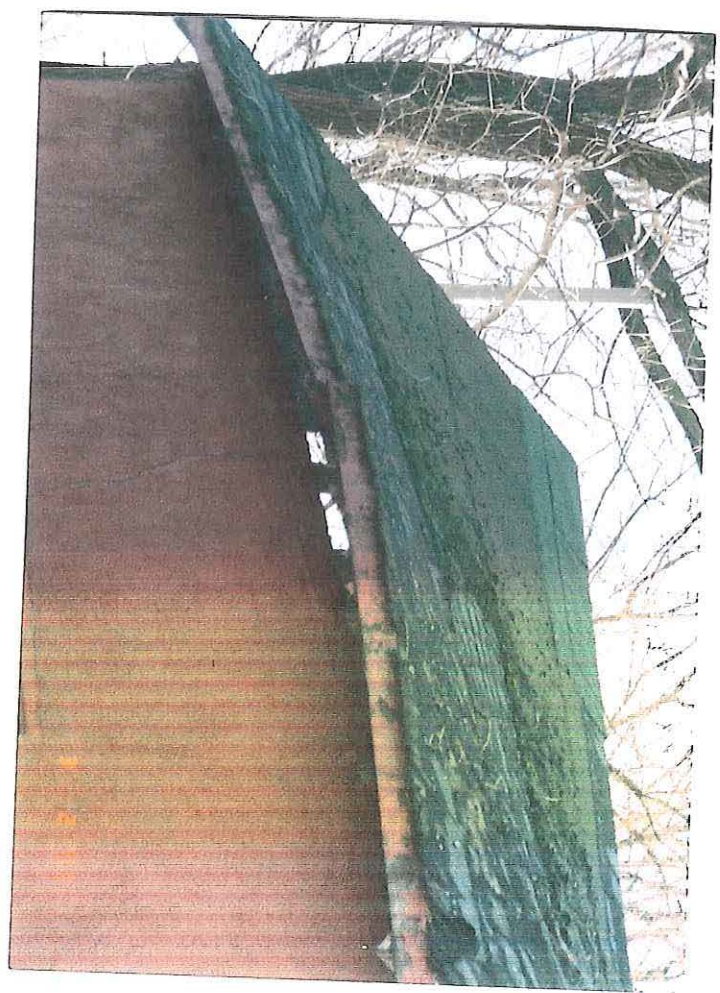


1349 ARTHUR STREET

7/23/99



3/2/00
1349 Arthur Street



3/2/00

1349 ARTHUR STREET

Affirmative Action
616/724-6703
FAX/724-6790

Assessor
616/724-6708
FAX/724-6768

Cemetery
616/724-6783
FAX/722-4188

Civil Service
616/724-6716
FAX/724-6790

Clerk
616/724-6705
FAX/724-6768

Comm. & Neigh.
Services
616/724-6717
FAX/724-6790

Engineering
616/724-6707
FAX/724-6790

Finance
616/724-6713
FAX/724-6768

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

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

Info. Systems
616/724-6975
FAX/724-6768

Leisure Service
616/724-6704
FAX/724-6790

Manager's Office
616/724-6724
FAX/724-6790

Mayor's Office
616/724-6701
FAX/724-6790

Neigh. & Const.
Services
616/724-6715
FAX/724-6790

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

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

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

Treasurer
616/724-6720
FAX/724-6768

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

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



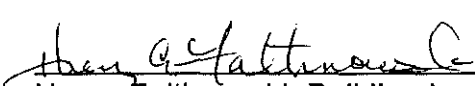
DANGEROUS BUILDING INSPECTION REPORT

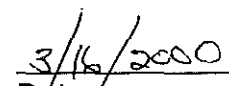
1349 ARTHUR

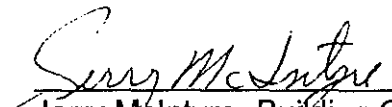
March 15, 2000

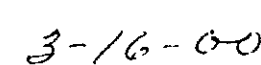
1. Foundation Failing.
2. Entire roof system in state of collapse.

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


Henry Faltinowski, Building Inspector


Date 3/16/2000


Jerry McIntyre, Building Official


Date 3-16-00

Affirmative Action
616/724-6703
FAX/724-6790

Assessor
616/724-6708
FAX/724-6768

Cemetery
616/724-6783
FAX/722-4188

Civil Service
616/724-6716
FAX/724-6790

Clerk
616/724-6705
FAX/724-6768

Comm. & Neigh.
Services
616/724-6717
FAX/724-6790

Engineering
616/724-6707
FAX/724-6790

Finance
616/724-6713
FAX/724-6768

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

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

Info. Systems
616/724-6975
FAX/724-6768

Leisure Service
616/724-6704
FAX/724-6790

Manager's Office
616/724-6724
FAX/724-6790

Mayor's Office
616/724-6701
FAX/724-6790

Neigh. & Const.
Services
616/724-6715
FAX/724-6790

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

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

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

Treasurer
616/724-6720
FAX/724-6768

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

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

MUSKEGON



West Michigan's Shoreline City

NOTICE OF ORDER

March 17, 2000

Mr. John Thomas
1349 Arthur
Muskegon MI 49442

Dear Property Owner:

Subject: 1349 Arthur
S 50 FT of LOT 8, BLK 255

The City of Muskegon Building Official has recently inspected the subject property and has found the buildings to be dangerous as defined under Section 4-23 of the Muskegon City Code.

As a result of this finding, you are hereby ordered to REPAIR or DEMOLISH the structures within thirty (30) days from the date of this order.

Should you have any questions concerning this matter, please do not hesitate to contact our Building Official, Jerry McIntyre at 724-6715.

Sincerely yours,

Robert B. Grabinski
Fire Marshal/Inspection Services

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

Assessor
231/724-6708
FAX/726-5181

Cemetery
231/724-6783
FAX/726-5617

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

Clerk
231/724-6705
FAX/724-4178

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

Engineering
231/724-6707
FAX/727-6904

Finance
231/724-6713
FAX/724-6768

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

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

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

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

Manager's Office
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FAX/722-1214

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FAX/722-1214

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FAX/726-2501

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FAX/722-5140

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FAX/722-4188

Treasurer
231/724-6720
FAX/724-6768

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

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



CITY OF MUSKEGON

NOTICE OF HEARING ON DANGEROUS AND UNSAFE CONDITIONS

DATE: May 1, 2000

TO: Mr. John Thomas
1349 Arthur
Muskegon MI 49442

SUBJECT: Dangerous Building Case #00-23 – 1349 Arthur

PLEASE TAKE NOTICE that a hearing before the Housing Board of Appeals for the City of Muskegon will be held on May 4, 2000 at 5:30 p.m. at the Muskegon City Hall Commission Chambers on the first floor. Said hearing will be for the purpose of determining whether the structure should be demolished or otherwise made safe.

Officials from the Inspection Services Department have inspected the structure and it is alleged that it has defects as listed on the attached page(s).

The defects are violations of Section 4-23 of the Muskegon City Code, which defines dangerous buildings.

At the hearing, the Inspection Services Department will present testimony regarding the alleged defects. You are advised that you or your representative may cross examine the City's witnesses and you may present testimony in your own behalf and call witnesses in your own behalf. We encourage you to attend the meeting since it is always better if someone is available to answer any questions the Board may have.

Inspection Services
City of Muskegon

#00-23 – 1349 Arthur (garage). - John Tomas, 1349 Arthur, Muskegon MI.

Randy asked if the owner is in attendance to step forward at the microphone. The owner or a representative of the owner was not in the attendance. Grabinski informed the board of the repairs needed on the structure, which is listed on the dangerous building inspection report. a notice and order was sent out on 3/31/00 to repair or demolish the structure in 30 days and there has been no contact with the owner since the notice and order. Staff recommended to Declare a dangerous substandard, unsafe, a public nuisance and to forward to city commission for concurrence. A motion was made to accept staff's recommendation by Randy Mackie and supported by John Warner. A roll call vote was taken.

AYES:

Randy Mackie
Fred Neilson
John Warner
Rev. William Anderson

NAYES:

EXCUSED:

Greg Borgman
Clinton Todd

ABSENT:

The motion carried.

~~Case # 00-24 – 350 Bauer – Jim Bauer 1396 Pine, Muskegon MI~~

~~Mr. Bauer was not in attendance because Bob Grabinski told him he would represent him to the board. Grabinski informed the board that Mr. Bauer came to the office to pull a permit to make the repairs. An extension was requested. Bob stated that the staff recommended to extend for sixty days. If repairs are not complete and an inspection is not completed in 60 days, to bring the case back for review at the July 6, 2000 meeting. Nielson made a motion, supported by John Warner to accept the staff's recommendation. A roll call vote was taken.~~

AYES:

Randy Mackie
Fred Nielsen
William Anderson
John Warner

NAYES:

EXCUSED:

Greg Borgman
Clint Todd

ABSENT:

The motion carried.

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

Assessor
231/724-6708
FAX/726-5181

Cemetery
231/724-6783
FAX/726-5617

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

Clerk
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FAX/724-4178

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FAX/726-2501

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FAX/724-6985

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FAX/724-6768

Info. Systems
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FAX/722-4301

Leisure Service
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FAX/724-1196

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

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

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

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

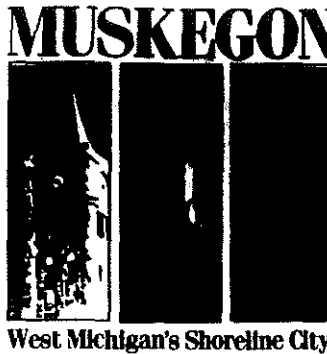
Police Dept.
231/724-6750
FAX/722-5140

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

Treasurer
231/724-6720
FAX/724-6768

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

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



MUSKEGON HOUSING BOARD OF APPEALS

DATE: May 9, 2000
CASE: 00-23 - 1349 ARTHUR

Mr. John Thomas
1349 Arthur
Muskegon MI 49442

FINDING OF FACTS AND ORDER

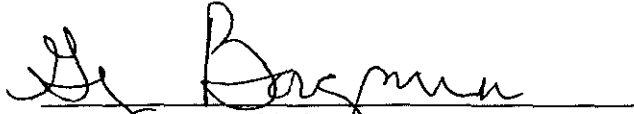
The following action was taken at a session of the Muskegon Housing Board of Appeals held at the Muskegon City Hall, 933 Terrace, Muskegon MI on May 4, 2000. The Inspection Services Department of the City of Muskegon, having inspected the building structure located upon the property, described as **S 50 FT of LOT 8, BLK 255, also known as, 1349 Arthur** found the conditions listed on the attached pages exist and that these conditions are hazardous as defined in Section 4-23 of the Code of Ordinances.

The Board further found that these conditions exist to the extent of endangering life, safety and the general welfare of the public.

Therefore, in accordance with Section 4-25 of the Code of Ordinances, the structure is declared to be unsafe, substandard and a public nuisance.

It is, therefore, ordered that the owners or other interested parties take such action to REPAIR or REMOVE said structure within 30 days of the receipt of this order, the Building Official shall take bids and remove said structure.

If you wish to appeal this order you must do so within twenty days. You may obtain the appeal form at the City's Inspection Services Department, City Hall, 933 Terrace Street.

A handwritten signature in black ink, appearing to read "Greg Borgman", written over a horizontal line.

Greg Borgman, Chairman
MUSKEGON HOUSING BOARD OF APPEALS

Date: July 17, 2000

To: Honorable Mayor and City Commissioners

From: Neighborhood & Construction Services Dept.

Re: Concurrence with Housing Board of Appeals
Findings and Order for case #00-31 – 477 E Apple
Ave.

SUMMARY OF REQUEST:

This is to request City Commission concurrence with the findings of the Housing Board of Appeals that the structure located at 477 E. Apple Ave. is unsafe, substandard and 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 demolitions with the lowest responsible bidder.

FINANCIAL IMPACT:

The cost of demolition will be paid with CDBG funds.

BUDGET ACTION REQUIRED:

None

STAFF RECOMMENDATION:

This single family dwelling is located near Williams St (Please see attached map). It is one of three homes in a row that are dangerous buildings.

This property was previously owned by BK properties who sold the property to Phyllis Bartee.

An inspection was conducted on 4/5/00 which revealed this dwelling to be dangerous. A Notice and Order was sent on 4/5/00. On 4/23/00 the Inspections Dept received a title search that revealed the property was sold on a Sherriffs deed to WMC Mortgage. Notice was sent to them on 4/24/00. There had been no contact with the owner and the case was heard before the Housing Board of Appeals on June 1, 2000.

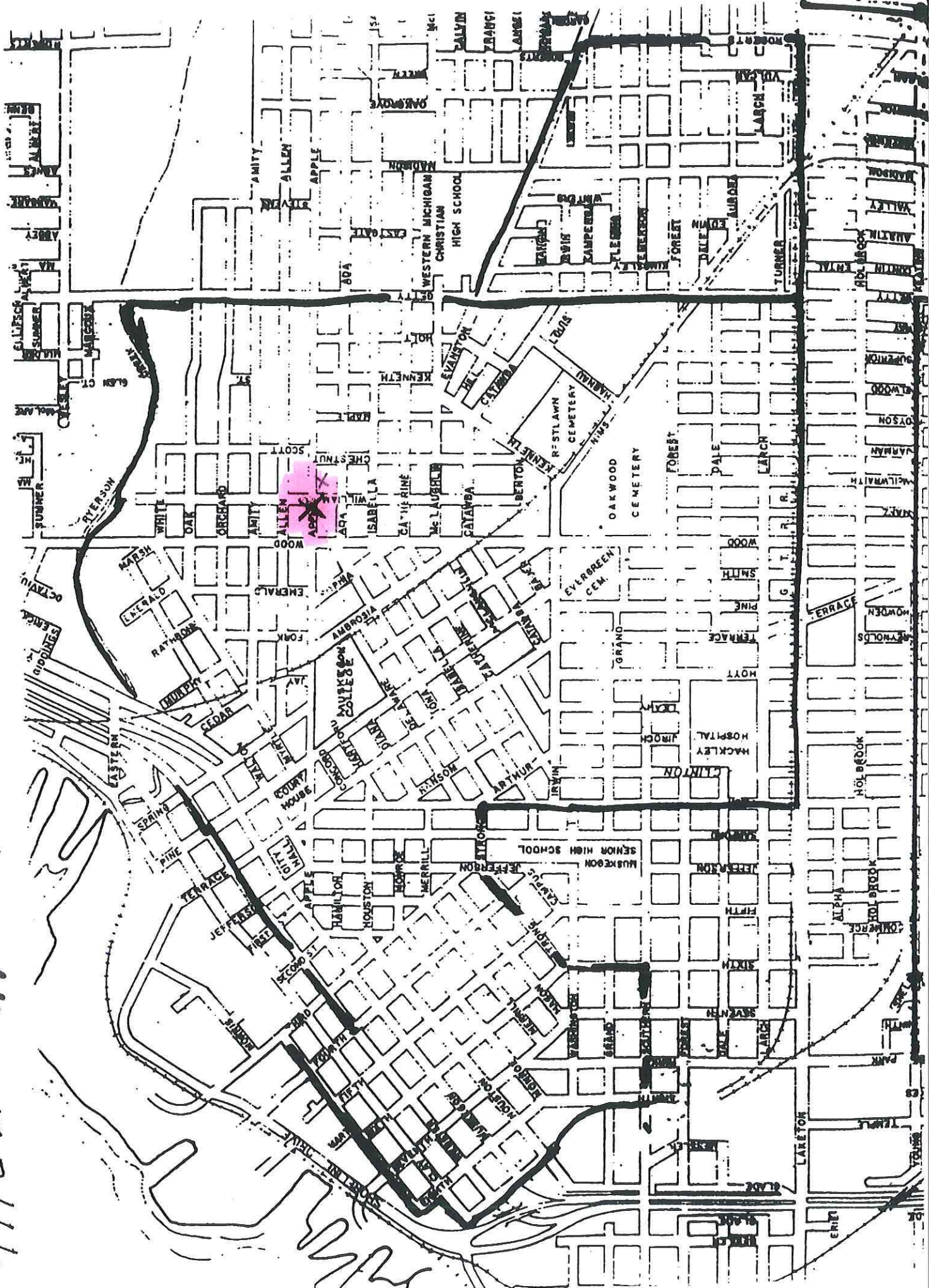
No one attended the meeting on behalf of the owner and the Board found the building to be unsafe, substandard, a public nuisance and ordered it to be demolished. The Findings of Fact and Order was sent on June 5, 2000.

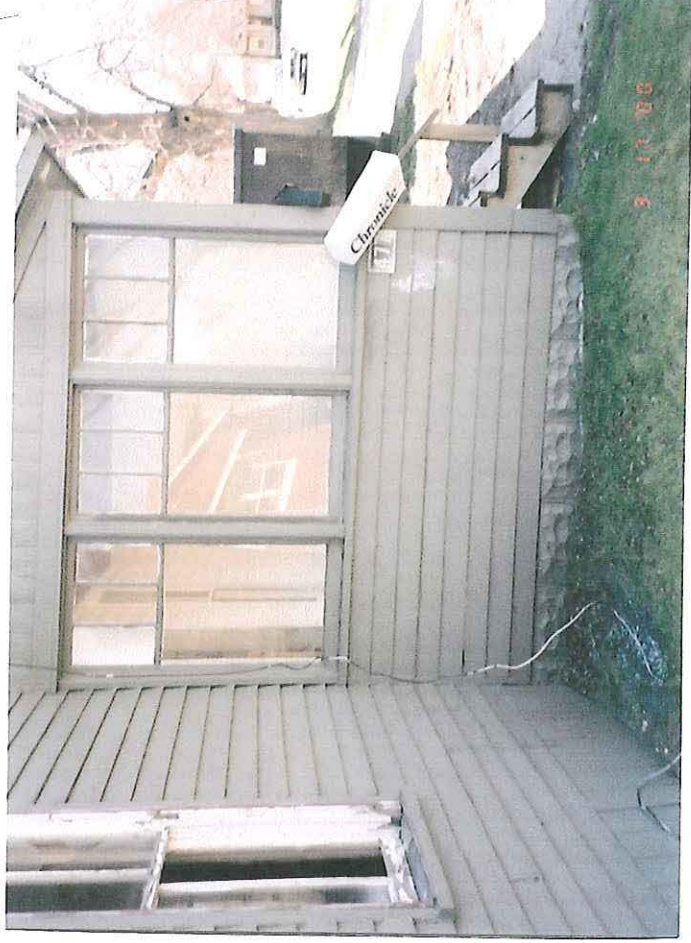
Attached are copies of the Map showing the location of the property, pictures of the building, the building inspection report, Notice and Order dated 4/5/00 and 4/24/00, Notice of hearing, the Boards minutes of the June 1, 2000 meeting and the Finding of Facts and Order.

ESTIMATED COST TO REPAIR:

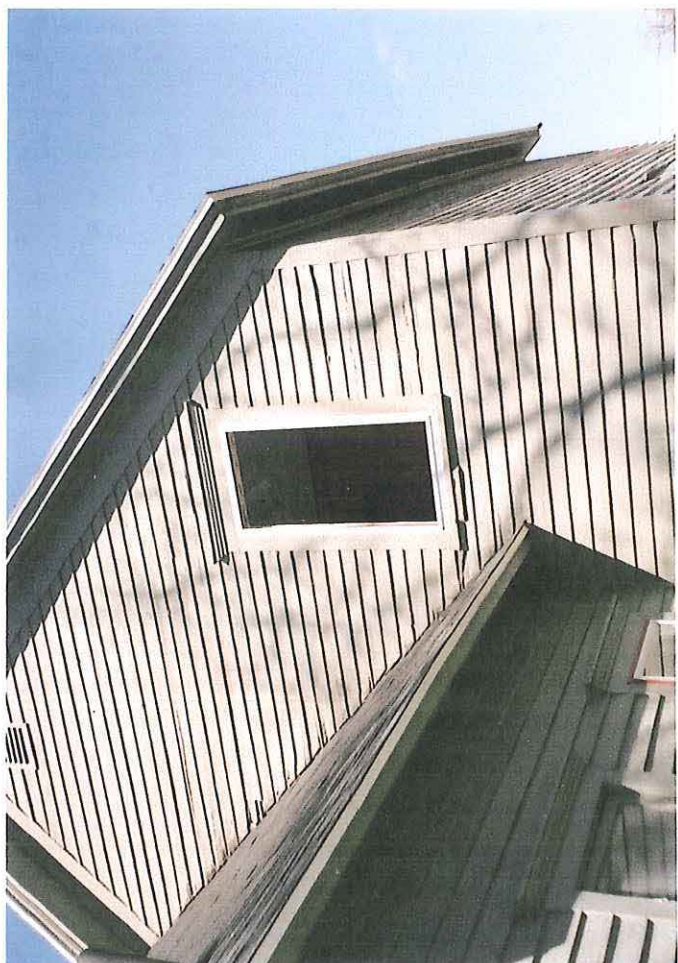
\$15,000.00

477 E APPLE AVE.





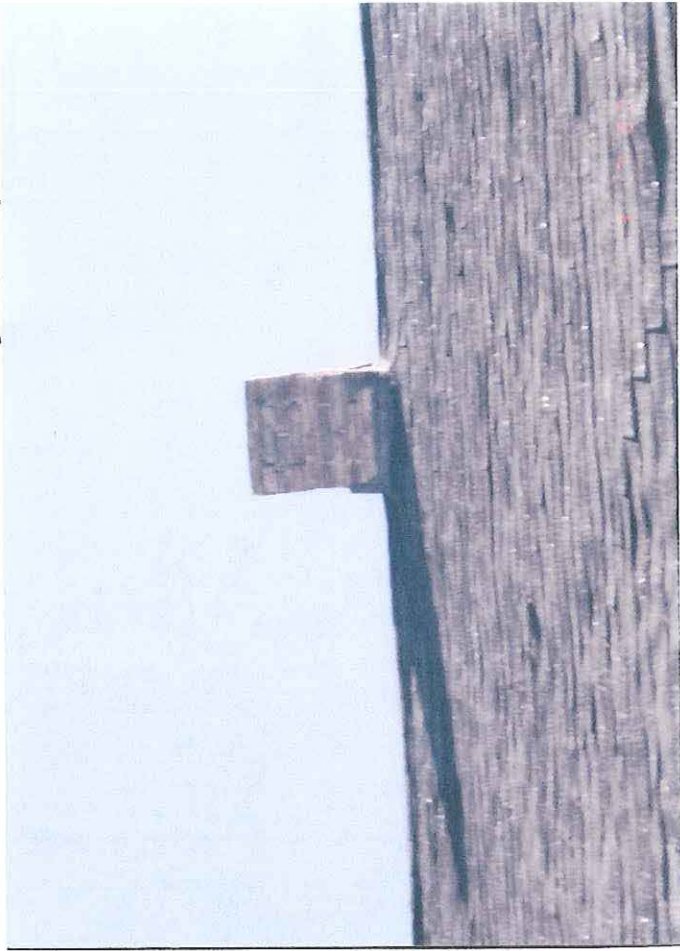
3/17/00
477 E APPLE AVE



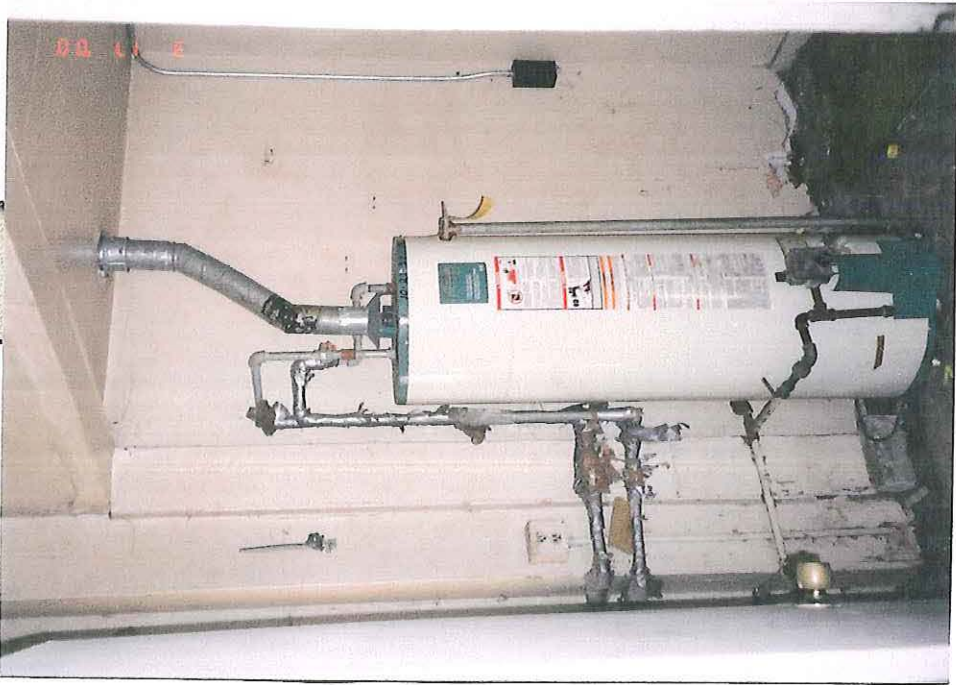
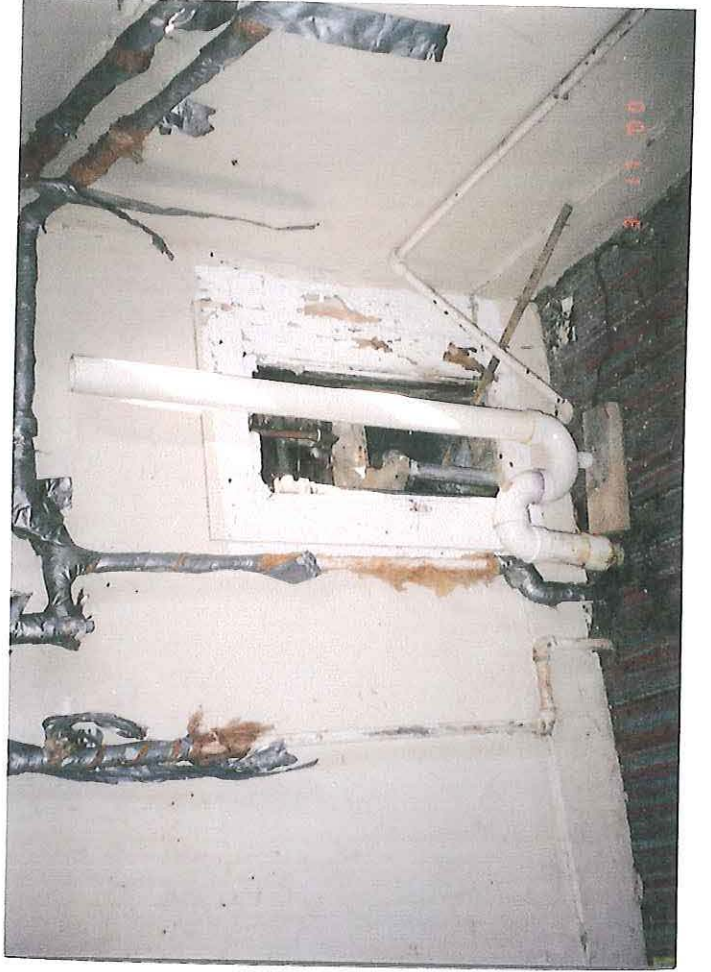
3/17/00
477 E APPLE AVE



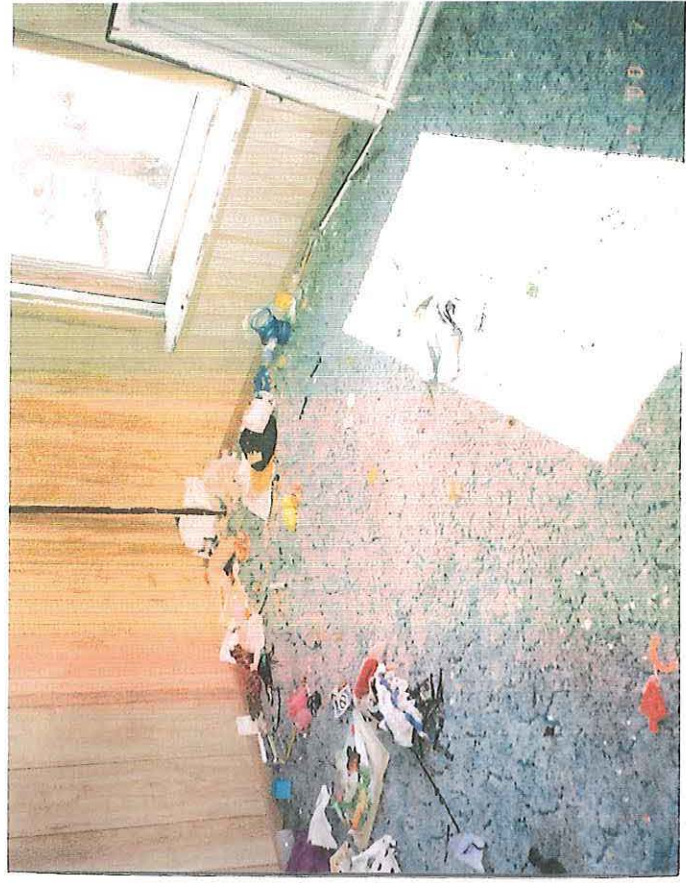
3/17/00
477 E Apple Ave



3/17/00
477 E APPLE AVE.



3/17/00
477 E. Apple Ave.



3/17/00
477 E. APPLE AVE.

Affirmative Action
616/724-6703
FAX/724-6790

Assessor
616/724-6708
FAX/724-6768

Cemetery
616/724-6783
FAX/722-4188

Civil Service
616/724-6716
FAX/724-6790

Clerk
616/724-6705
FAX/724-4178

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

Engineering
616/724-6707
FAX/724-6790

Finance
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FAX/724-6768

Fire Dept.
616/724-6792
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Income Tax
616/724-6770
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Info. Systems
616/724-6975
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FAX/724-6790

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FAX/722-4188

Treasurer
616/724-6720
FAX/724-6768

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

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

MUSKEGON



West Michigan's Shoreline City

DANGEROUS BUILDING INSPECTION REPORT

477 APPLE AVE

APRIL 5, 2000

1. Chimney stack deteriorating.
2. Missing siding, rotting siding, damaged fascia.
3. Numerous broken out windows, deteriorating frames.
4. Side porch steps in need of repair.
5. Heater – hot water heater needs to be certified safe.
6. Interior ceiling and wall repair needed.
7. Flooring buckled.
8. Large amount of debris left in home.
9. Filthy carpet, ripped carpet.
10. Plumbing and electrical violations.

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

Henry Faltinowski, Building Inspector

4/6/2000
Date

CONCURRED IN:

Jerry McIntyre, Building Official

4-6-00
Date

Affirmative Action
616/724-6703
FAX/724-6790

Assessor
616/724-6708
FAX/724-6768

Cemetery
616/724-6783
FAX/722-4188

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



NOTICE OF ORDER

April 5, 2000

Phyllis P. Bartee
477 E Apple Ave
Muskegon MI 49442

Dear Property Owner:

Subject: 477 E. Apple Ave.
LOT 6 EX S 50 FT BLK 66

The City of Muskegon Building Official has recently inspected the subject property and has found the buildings to be dangerous as defined under Section 4-23 of the Muskegon City Code.

As a result of this finding, you are hereby ordered to REPAIR or DEMOLISH the structures within thirty (30) days from the date of this order.

Should you have any questions concerning this matter, please do not hesitate to contact our Building Official, Jerry McIntyre at 724-6715.

Sincerely yours,

Robert B. Grabinski
Fire Marshal/Inspection Services

Affirmative Action
616/724-6703
FAX/724-6790

Assessor
616/724-6708
FAX/724-6768

Cemetery
616/724-6783
FAX/722-4188

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FAX/724-6768

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FAX/724-6768

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



April 24, 2000

Robert A. Tremain & Associates, Attorneys At Law
Professional Corporation
401 South Old Woodward Ave, Suite 300
Birmingham MI 48009-6616

RE: 477 E APPLE, also known as,
LOT 6 EX S 50 FT BLK 66

To Whom It May Concern:

It has been brought to our attention that the above property may be of interest to you.

This is to inform you that the structures located at the above property has been put on our Dangerous Building list. Please see the enclosed Notice and Order that was sent out on 4/05/00 and the inspection report listing the code violations dated 4/05/00.

This property will be going before the Housing Board of Appeals June 1, 2000. The board will determine if this property should be declared substandard, unsafe, a public nuisance and forward the case to the City of Muskegon Commission Committee for concurrence with the decision to demolish the structures.

Please feel free to call (231) 724-6715 with any questions or concerns.

Sincerely yours,

Robert B Grabinski
Fire Marshal/Inspection Services

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

Assessor
231/724-6708
FAX/726-5181

Cemetery
231/724-6783
FAX/726-5617

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

Clerk
231/724-6705
FAX/724-4178

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

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FAX/727-6904

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FAX/755-5290

MUSKEGON



West Michigan's Shoreline City

FILE

CITY OF MUSKEGON

NOTICE OF HEARING ON DANGEROUS AND UNSAFE CONDITIONS

DATE: May 22, 2000

TO: WMC Mortgage Corp
Attny: Robert A Tremain
401 South Old Woodward Avenue, STE 300
Birmingham, MI 48009-6616

SUBJECT: Dangerous Building Case # 00-31 – 477 E Apple Ave., Muskegon, MI

PLEASE TAKE NOTICE that a hearing before the Housing Board of Appeals for the City of Muskegon will be held on **Thursday, June 1, 2000**, at the Muskegon City Hall Commission Chambers on the first floor. Said hearing will be for the purpose of determining whether the structure should be demolished or otherwise made safe.

Officials from the Inspection Services Department have inspected the structure and it is alleged that it has defects as listed on the attached page(s).

The defects are violations of Section 4-23 of the Muskegon City Code, which defines dangerous buildings.

At the hearing, the Inspection Services Department will present testimony regarding the alleged defects. You are advised that you or your representative may cross examine the City's witnesses and you may present testimony in your own behalf and call witnesses in your own behalf. We encourage you to attend the meeting since it is always better if someone is available to answer any questions the Board may have.

Inspection Services
City of Muskegon

#00-33 – 935 JEFFERSON – BONNA HOOPLE, 760 EUGENE, MUSKEGON MI

Mrs. Bonna Hoople attended the meeting. She stated that her late husband, Donald Hoople passed away in Jan of 1992 and left the property to her. This is commercial property. She has been trying to sell it with no luck. She had been through three different real-estate agencies that did absolutely nothing and now has a new agent with the hopes of selling it soon. The real-estate agent, Laura Hammer with Remax of Muskegon attended the meeting with Mrs. Hoople. Laura stated that Mrs. Hoople would like an extension of 30 days so they could find out what is happening with the other commercial properties on the block. The property is currently actively for sale.

Bob Grabinski recommended that the board extend for 30 days because Laura and Mrs. Hoople have been cooperative and have been working with the inspections department.

John Warner, supported by Randy Mackie, made a motion to extend 30 days and review the case on 8/6/00. A roll call vote was taken.

AYES:

Greg Borgman
John Warner
Jerry Bever
Randy Mackie

NAYES:

ABSENT:

Clinton Todd

EXCUSED:

Fred Nielsen
William Anderson

The motion Carried.

**#00-31 – 477 E APPLE – Phyllis Barte, present address unknown
Robert A Tremain & Associates, Birmingham MI**

No one attended the meeting to represent this case. Mr. Grabinski informed the board that this home was located 2 houses away from 501 E Apple and is one of three dangerous buildings in a row on this street. Bob stated that it was the staff's recommendation to declare this building substandard, unsafe, a public nuisance and to forward to the city commission for concurrence.

Randy Mackie, Supported by John Warner, made a motion to accept Staff's recommendation and forward to the city commission for concurrence. A roll call vote was taken.

AYES:

Greg Borgman
John Warner
Randy Mackie
Jerry Bever

NAYES:

EXCUSED:

Fred Nielsen
William Anderson

ABSENT:

Clinton Todd

The motion carried.

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

Assessor
231/724-6708
FAX/726-5181

Cemetery
231/724-6783
FAX/726-5617

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Services
231/724-6717
FAX/726-2501

Engineering
231/724-6707
FAX/727-6904

Finance
231/724-6713
FAX/724-6768

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

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

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

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

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

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

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

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

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

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

Treasurer
231/724-6720
FAX/724-6768

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

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

MUSKEGON



West Michigan's Shoreline City

FILE

MUSKEGON HOUSING BOARD OF APPEALS

DATE: June 5, 2000
CASE: #00-31 - 477 E Apple Ave., Muskegon MI

WMC Mortgage Corp.
Attorney Robert A. Tremain
401 South Old Woodward Ave
Suite 300
Birmingham MI 48009-6616

FINDING OF FACTS AND ORDER

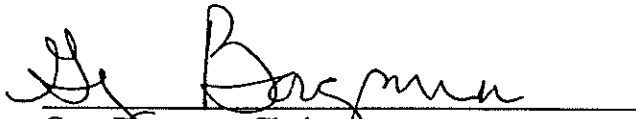
The following action was taken at a session of the Muskegon Housing Board of Appeals held at the Muskegon City Hall, 933 Terrace, Muskegon, Michigan on the March 2, 2000. The Inspections Services Department of the City of Muskegon, having inspected the building structure located upon the property described as **Lot 6 Ex S 50 Ft Blk 66**, also know as, **477 E Apple Ave.**, found the conditions listed on the attached pages exist and that these conditions are hazardous as defined in Section 4-23 of the Code of Ordinances.

The Board further found that these conditions exist to the extent of endangering life, safety and the general welfare of the endangering life, safety and the general welfare of the public.

Therefore, in accordance with Section 4-25 of the Code of Ordinances, the structure is declared to be unsafe, substandard and a public nuisance.

It is, further ordered that if the owners or other interested parties fail to repair or remove said structure, or appeal this order within 20 days of the receipt of this order, the Building Official shall take bids and remove said structure.

If you wish to appeal this order you must do so within twenty days. You may obtain the appeal form at the City's Inspection Services Department, City Hall, 933 Terrace Street.

A handwritten signature in black ink, appearing to read "Greg Borgman", written over a horizontal line.

Greg Borgman, Chairman
MUSKEGON HOUSING BOARD OF APPEALS

Date: July 19, 2000
To: Honorable Mayor and City Commissioners
From: Ric Scott 
RE: Campbell Field Bids

SUMMARY OF REQUEST:

To award a contract to Nationwide Fence and Supply for the Campbell Field Renovation project, but to negotiate with them to reduce the total project cost to under \$400,000.

FINANCIAL IMPACT:

\$400,000

BUDGET ACTION REQUIRED:

None, grant match provided in the 2000 budget

STAFF RECOMMENDATION:

Approve

COMMITTEE RECOMMENDATION:

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

Assessor
231/724-6708
FAX/726-5181

Cemetery
231/724-6783
FAX/726-5617

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

Clerk
231/724-6705
FAX/724-4178

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

Engineering
231/724-6707
FAX/727-6904

Finance
231/724-6713
FAX/724-6768

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

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Neigh. & Const.
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231/724-6715
FAX/726-2501

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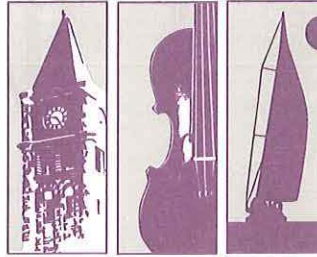
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Water Billing Dept.
231/724-6718
FAX/724-6768

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

MUSKEGON



West Michigan's Shoreline City

Date: July 17, 2000

To: Honorable Mayor and City Commissioners

From: Ric Scott *RS*

Re: Campbell Field Bids

On Tuesday, July 18th, bids were received for the Campbell Field renovation project.

The bids received were as follows:

Cycon Enterprises	\$414,300.70
Buck construction	\$495,405
Nationwide Fence & Supply	\$385,446.33

This project is funded through the Quality of Life bond with the total grant of \$400,000. The \$105,000 local match has been budgeted for in 2000.

We have been working with the Campbell Field Neighborhood Association and the West Little League for this project. This project was bid out with an architect's estimate of over \$400,000 with the hopes that bids would come in under estimates.

I would recommend that you award the contract to the low bidder and to authorize staff to negotiate with the low bidder, Nationwide Fence & Supply, to keep the total project costs at under \$400,000.

Thank you for your consideration.