

CITY OF MUSKEGON

CITY COMMISSION MEETING

MAY 23, 2006

CITY COMMISSION CHAMBERS @ 5:30 P.M.

AGENDA

- ❑ CALL TO ORDER:
- ❑ PRAYER:
- ❑ PLEDGE OF ALLEGIANCE:
- ❑ ROLL CALL:
- ❑ HONORS AND AWARDS:
- ❑ INTRODUCTIONS/PRESENTATION:
- ❑ CONSENT AGENDA:
 - A. Approval of Minutes. CITY CLERK
 - B. Donation of Four Abandoned Bicycles to the Drug Court. PUBLIC SAFETY
 - C. FIRST READING: Rezoning Request for Properties Located at 1561, 1567, 1575, 1587, 1593 and 1597 Peck Street, and 28 W. Forest Avenue. PLANNING & ECONOMIC DEVELOPMENT
 - D. FIRST READING: Zoning Ordinance Amendment – Wireless Communication Service Facilities. PLANNING & ECONOMIC DEVELOPMENT
 - E. Request for an Encroachment Agreement. ENGINEERING
 - F. Consideration of Bids - Decorative Concrete/Street for Western Avenue, Third to Terrace. ENGINEERING
- ❑ PUBLIC HEARINGS:
- ❑ COMMUNICATIONS:
- ❑ CITY MANAGER'S REPORT:
- ❑ UNFINISHED BUSINESS:
- ❑ NEW BUSINESS:

A. Request to Allow More Than One Alcohol License Within the City of Muskegon Over the Period July 14 to 16, 2006. ASSISTANT CITY MANAGER

B. FIRST READING: Vegetation Ordinance Amendment for Raking Leaves. PLANNING & ECONOMIC DEVELOPMENT

C. Development of Terrace Street Lots. CITY MANAGER

D. Concurrence with the Housing Board of Appeals Notice and Order to Demolish the Following: PUBLIC SAFETY

1. 375 Jackson

2. 585 Catherine (Area 11)

❑ **ANY OTHER BUSINESS:**

❑ **PUBLIC PARTICIPATION:**

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

❑ **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: May 23, 2006
To: Honorable Mayor and City Commissioners
From: Gail A. Kunding, City Clerk
RE: Approval of Minutes

SUMMARY OF REQUEST: To approve minutes for the May 8th Commission Worksession, and the May 9th Regular Commission Meeting.

FINANCIAL IMPACT: None.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: Approval of the minutes.

CITY OF MUSKEGON

CITY COMMISSION MEETING

MAY 23, 2006

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, May 23, 2006.

Mayor Warmington opened the meeting with a prayer from Reverend Phillips from the Love Fellowship Baptist Church after which the Commission and public recited the Pledge of Allegiance to the Flag.

ROLL CALL FOR THE REGULAR COMMISSION MEETING:

Present: Mayor Stephen Warmington, Vice Mayor Stephen Gawron, Commissioner Kevin Davis, Lawrence Spataro, Sue Wierengo, and Chris Carter, City Manager Bryon Mazade, City Attorney John Schrier, and Deputy City Clerk Linda Potter.

Commissioner Clara Shepherd arrived at 6:07 p.m. (excused)

2006-45 CONSENT AGENDA:

A. Approval of Minutes. CITY CLERK

SUMMARY OF REQUEST: To approve minutes for the May 8th Commission Worksession, and the May 9th Regular Commission Meeting.

FINANCIAL IMPACT: None

BUDGET ACTION REQUIRED: None

STAFF RECOMMENDATION: Approval of the minutes.

B. Donation of Four Abandoned Bicycles to the Drug Court. PUBLIC SAFETY

SUMMARY OF REQUEST: The Director of Public Safety requests that the Commission authorize the Director to provide four abandoned/recovered bicycles to the Muskegon County Drug Court. This request comes from staff at the Drug Court. The bicycles will be used to provide an alternate means of transportation for clients in the program. This action is provided for in Section 46-

153 of the City Ordinance.

FINANCIAL IMPACT: None

BUDGET ACTION REQUIRED: None

STAFF RECOMMENDATION: Approval of this request.

C. FIRST READING: Rezoning Request for Properties Located at 1561, 1567, 1575, 1587, 1593 and 1597 Peck Street, and 28 W. Forest Avenue.
PLANNING & ECONOMIC DEVELOPMENT

SUMMARY OF REQUEST: Request to rezone the properties located at 1561, 1567, 1575, 1587, 1593, and 1597 Peck Street and 28 W. Forest Avenue from RM-1, Low Density Multiple-Family Residential District to R-1, One Family Residential District.

FINANCIAL IMPACT: None

BUDGET ACTION REQUIRED: None

STAFF RECOMMENDATION: Staff recommends approval of the request.

COMMITTEE RECOMMENDATION: The Planning Commission recommended approval of the request at their May 11th meeting. The vote was unanimous, with J. Aslakson absent.

REQUIRES SECOND READING

D. FIRST READING: Zoning Ordinance Amendment – Wireless Communication Service Facilities. PLANNING & ECONOMIC DEVELOPMENT

SUMMARY OF REQUEST: Request to amend Sections 2321 (Wireless Communication Service Facilities) of Article XXIII (General Provisions) of the Zoning Ordinance to amend the "Overlay District Established for Wireless Communication Support Facilities" and substitute 2301 Harvey Street for 1350 E. Keating Avenue (City DPW) as one of the four overlay districts for location of wireless communication equipment.

FINANCIAL IMPACT: None

BUDGET ACTION REQUIRED: None

STAFF RECOMMENDATION: Staff recommends amendment of Section 2321, Article XXIII of the Zoning Ordinance.

COMMITTEE RECOMMENDATION: The Planning Commission recommended approval of the amendment at their May 11th meeting. The vote was unanimous in favor of the amendment, with J. Aslakson absent.

REQUIRES SECOND READING

E. Request for an Encroachment Agreement. ENGINEERING

SUMMARY OF REQUEST: BLDI Environmental who is working with Ken's Super

Service Station and the Marathon Petroleum Co. at the north west corner of Laketon and Henry has submitted a permit form/encroachment agreement requesting your permission to install eight additional monitoring wells in the area surrounding the aforementioned property. The wells would be installed in the public right of ways of Laketon Avenue, Henry Street, Division Street, Larch Avenue and Kinsey Street.

FINANCIAL IMPACT: None

BUDGET ACTION REQUIRED: None

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

Motion by Vice Mayor Gawron, second by Commissioner Carter to approve the consent agenda as read minus item F.

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

Nays: None

MOTION PASSES

2006-46 ITEM REMOVED FROM THE CONSENT AGENDA:

F. Consideration of Bids - Decorative Concrete/Street Light for Western Avenue, Third to Terrace. ENGINEERING

SUMMARY OF REQUEST: Award the decorative concrete/street light contract on Western Avenue between Third and Terrace to Kamminga & Roodvoets, Inc. since they were the only bidder with a reasonable bid price of \$888,532.32 which was below the engineer's estimate of \$905,467.50. If awarded to Kamminga & Roodvoets, the award must be contingent upon the Michigan Department of Transportation's approval.

FINANCIAL IMPACT: The construction cost \$888,532.32 plus engineering cost which is estimated at an additional 15%.

BUDGET ACTION REQUIRED: None. 80% of the cost (construction and engineering) will be funded by the HPP (high priority projects) funds and the remainder from the city via the ULA/CDBG funds for that project.

STAFF RECOMMENDATION: Award the contract to Kamminga & Roodvoets contingent upon the Michigan Department of Transportation's approval.

Motion by Commissioner Carter, second by Commissioner Spataro to award the decorative concrete/street light contract for Western Avenue between Third and Terrace to Kamminga & Roodvoets, Inc.

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

Nays: None

MOTION PASSES

2006-47 NEW BUSINESS:

A. Request to Allow More Than One Alcohol License Within the City of Muskegon Over the Period July 14 to 16, 2006. ASSISTANT CITY MANAGER

SUMMARY OF REQUEST: To allow more than one liquor license within the City over the period July 14 to 16, 2006.

- July 14th - Party in the Park: event and liquor license have been **approved**.
- Pop-A-Top: event was approved by the Leisure Services Board. Liquor License is **not** yet approved.
 - Muskegon Sportsfishing Association: event and liquor license are **not** yet approved. (They would like to host a Salmon shoot-out with beverage tent July 14 – 16.)
- July 15th - BBQ Fest: event and liquor license are **approved**.
- Pop-A-Top: event was approved by the Leisure Services Board. Liquor License is **not** yet approved.
 - Muskegon Sportsfishing Association: event and liquor license are **not** yet approved.
- July 16th - Muskegon Sportsfishing Association: event and liquor license are **not** yet approved.

FINANCIAL IMPACT: None

BUDGET ACTION REQUIRED: None

STAFF RECOMMENDATION: No recommendation. Commission action required. The Commission might want to reconsider the effectiveness of the existing ordinance requiring one liquor license per weekend giving the significant increase in the number of Special Events held in recent years.

Motion by Commissioner Spataro, second by Commissioner Carter to approve the request to allow more than one alcohol license within the City of Muskegon over the period July 14 to 16, 2006.

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

Nays: None

MOTION PASSES

B. FIRST READING: Vegetation Ordinance Amendment for Raking Leaves. PLANNING & ECONOMIC DEVELOPMENT

SUMMARY OF REQUEST: Request to amend the Code of Ordinances Chapter 98 VEGETATION for the purpose of requiring leaves to be removed from properties

after the conclusion of leaf season. Leaf season is defined as beginning September 1st and ending April 30th of each year.

FINANCIAL IMPACT: None

BUDGET ACTION REQUIRED: None

STAFF RECOMMENDATION: Staff recommends amendment of Chapter 98 Vegetation, specifically to amend Section 98-31 Definitions, and Section 98-35 Notice to Destroy and Remove; publication, as proposed to require residents to rake leaves on their property. Actual enforcement will begin in 2007.

Motion by Vice Mayor Gawron, second by Commissioner Davis to approve the first reading of the vegetation ordinance amendment for raking leaves.

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

Nays: None

REQUIRES SECOND READING

C. Development of Terrace Street Lots. CITY MANAGER

SUMMARY OF REQUEST: To authorize staff to enter into negotiations of a development agreement with Hot Rod Harley Davidson to develop the Terrace Street lots pursuant to their proposal.

FINANCIAL IMPACT: \$300,000 purchase price for the property plus the property will go back on the tax rolls.

BUDGET ACTION REQUIRED: None

STAFF RECOMMENDATION: To approve the request.

Motion by Commissioner Spataro, second by Vice Mayor Gawron to approve the request to allow staff to negotiate with Hot Rod Harley Davidson to develop the Terrace Street lots.

Motion and second amended to authorize staff to enter into negotiations of a development agreement with Hot Rod Harley Davidson to develop the Terrace Street lots pursuant to their proposal based on the approval of the City Attorney and City Manager and to be signed by the Mayor and Clerk based on the parameters that have been discussed.

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

Nays: None

MOTION PASSES

D. Concurrence with the Housing Board of Appeals Notice and Order to Demolish the Following: PUBLIC SAFETY

1. 375 Jackson

2. 585 Catherine (Area 11)

SUMMARY OF REQUEST: This is to request that the City Commission concur with the findings of the Housing Board of Appeals that the mentioned structures are unsafe, substandard, public nuisances and that they be demolished within 30 days. It is further requested that administration be directed to obtain bids for the demolition of the structures and that the Mayor and City Clerk be authorized and directed to execute a contract for demolition with the lowest responsible bidder.

FINANCIAL IMPACT: General Funds

BUDGET ACTION REQUIRED: None

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

Motion by Commissioner Spataro, second by Vice Mayor Gawron to concur with the Housing Board of Appeals notice and order to demolish 375 Jackson and 585 Catherine.

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

Nays: None

MOTION PASSES

ANY OTHER BUSINESS: Commission commented on various items.

ADJOURNMENT: The City Commission Meeting adjourned at 6:23 p.m.

Respectfully submitted,



Linda Potter, CMC
Deputy City Clerk

ACTION SHEET

Name	Action	Ayes	Nays
Commissioner Davis ✓			
Vice Mayor Gawron ✓			
Commissioner Shepherd ✓	late	6:07 pm	
Commissioner Spataro ✓			
Mayor Warmington ✓			
Commissioner Wierengo ✓			
Commissioner Carter ✓			

COMMENTS:

CITY COMMISSION MEETING
Tuesday May 11, 2004

TO: Honorable Mayor and City Commissioners

FROM: Anthony L. Kleibecker
Director of Public Safety

DATE: May 14, 2006

SUBJECT: Donation of Four (4) Abandoned Bicycles to the Drug Court

SUMMARY OF REQUEST:

The Director of Public Safety requests that the Commission authorize the Director to provide four abandoned/recovered bicycles to the Muskegon County Drug Court. This request comes from staff at the Drug Court. The bicycles will be used to provide an alternate means of transportation for clients in the program. This action is provided for in Section 46-153 of the city ordinance.

FINANCIAL IMPACT:

None

BUDGET ACTION REQUIRED:

None

STAFF RECOMMENDATIONS:

Approval of this request.

Commission Meeting Date: May 23, 2006

*Needs 2nd
Reading*

Date: May 12, 2006
To: Honorable Mayor and City Commissioners
From: Planning & Economic Development *WC*
RE: Rezoning request for properties located at 1561, 1567, 1575, 1587, 1593 and 1597 Peck St., and 28 W. Forest Ave.

SUMMARY OF REQUEST:

Request to rezone the properties located at 1561, 1567, 1575, 1587, 1593, and 1597 Peck Street and 28 W. Forest Avenue from RM-1, Low Density Multiple-Family Residential District to R-1, One Family Residential District.

FINANCIAL IMPACT:

None

BUDGET ACTION REQUIRED:

None

STAFF RECOMMENDATION:

Staff recommends approval of the request.

COMMITTEE RECOMMENDATION:

The Planning Commission recommended approval of the request at their 5/11 meeting. The vote was unanimous, with J. Aslakson absent.

Commission Meeting Date: May 23, 2005

*Needs
2nd Reading*

Date: May 12, 2006
To: Honorable Mayor and City Commissioners
From: Planning & Economic Development CBC
RE: Zoning Ordinance Amendment – Wireless Communication Service Facilities

SUMMARY OF REQUEST:

Request to amend Sections 2321 (Wireless Communication Service Facilities) of Article XXIII (General Provisions) of the Zoning Ordinance to amend the "Overlay District Established for Wireless Communication Support Facilities" and substitute 2301 Harvey Street for 1350 E. Keating Avenue (City DPW) as one of the four overlay districts for location of wireless communication equipment.

FINANCIAL IMPACT:

None

BUDGET ACTION REQUIRED:

None

STAFF RECOMMENDATION:

Staff recommends amendment of Section 2321, Article XXIII of the Zoning Ordinance.

COMMITTEE RECOMMENDATION:

The Planning Commission recommended approval of the amendment at their 5/11 meeting. The vote was unanimous in favor of the amendment, with J. Aslakson absent.

Date: May 23, 2006
To: Honorable Mayor and City Commissioners
From: Engineering
RE: Request for an Encroachment Agreement

SUMMARY OF REQUEST:

BLDI Environmental who is working with Ken's Super Service Station and the Marathon Petroleum Co. at the north west corner of Laketon & Henry has submitted the enclosed encroachment agreement/permit form requesting your permission to install eight (8) additional monitoring wells in the area surrounding the aforementioned property. The wells would be installed in the public right of ways of Laketon Ave., Henry St., Division St., Larch Ave. & Kinsey St.

FINANCIAL IMPACT:

None

BUDGET ACTION REQUIRED:

None

STAFF RECOMMENDATION:

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

COMMITTEE RECOMMENDATION:

None

Date: May 23, 2006
To: Honorable Mayor and City Commissioners
From: Engineering
RE: Consideration of Bids
Decorative Concrete/Street for Western Ave. Third to Terrace

SUMMARY OF REQUEST:

Award the decorative concrete/street light contract on Western Ave. between Third & Terrace to Kamminga & Roodvoets Inc. (K & R) since they were the only bidder with a reasonable bid price of \$888,532.32 which was below the engineer's estimate of \$905,467.50. If awarded to K & R. the award must be contingent upon the Michigan Department of Transportation's approval.

FINANCIAL IMPACT:

The construction cost \$888,532.32 plus engineering cost which is estimated at an additional 15%.

BUDGET ACTION REQUIRED:

None. 80% of the cost (construction and engineering) will be funded by the HPP (high priority projects) funds and the remainder from the city via the ULA/CDBG funds for that project.

STAFF RECOMMENDATION:

Award the contract to Kamminga & Roodvoets contingent upon MDOT's approval.

COMMITTEE RECOMMENDATION:

CITY OF MUSKEGON
WESTERN AVENUE STREETScape IMPROVEMENTS
BID TABULATION
5/16/2006

Item Code	Item Description	Unit	Estimated Quantity	Engineer's Estimate		Kamminga & Roodvoets, Inc.	
				Unit Price	Estimated Total	Unit Price	Estimated Total
1000001	Mobilization, Max. \$45,000	LS	1	\$45,000.00	\$45,000.00	\$45,000.00	\$45,000.00
2040006	Curb and Gutter, Rem	Ft	765	\$4.50	\$3,442.50	\$4.00	\$3,060.00
2040010	Masonry and Conc Structure, Rem	Cyd	25	\$50.00	\$1,250.00	\$75.00	\$1,875.00
2040011	Pavt, Rem	Syd	1,920	\$4.50	\$8,640.00	\$13.00	\$24,960.00
2040013	Sidewalk, Rem	Syd	560	\$5.00	\$2,800.00	\$6.00	\$3,360.00
2047050	Decorative Flag Pole, Rem and Reinstall	Ea	8	\$400.00	\$3,200.00	\$625.00	\$5,000.00
2050041	Subgrade Undercutting, Type II	Cyd	100	\$12.00	\$1,200.00	\$12.00	\$1,200.00
2057011	Fine Grading for Sidewalk	Syd	4,570	\$2.25	\$10,282.50	\$1.00	\$4,570.00
2057051	Roundabout Grading	LS	1	\$4,000.00	\$4,000.00	\$82,650.00	\$82,650.00
2080006	Erosion Control, Inlet Protection, Fabric Drop	Ea	10	\$75.00	\$750.00	\$75.00	\$750.00
3010002	Subbase, CIP	Cyd	1,130	\$10.00	\$11,300.00	\$5.00	\$5,650.00
3020020	Aggregate Base, 8 inch	Syd	2,610	\$5.50	\$14,355.00	\$8.85	\$23,098.50
4030053	Dr Structure Cover, Adj, Case 2	Ea	10	\$300.00	\$3,000.00	\$310.00	\$3,100.00
5020031	HMA, 3C	Ton	75	\$65.00	\$4,875.00	\$92.50	\$6,937.50
5020032	HMA, 4C	Ton	75	\$65.00	\$4,875.00	\$92.50	\$6,937.50
6020074	Conc Pavt, Misc, Reinf, 8 inch	Syd	151	\$60.00	\$9,060.00	\$57.50	\$8,682.50
6027011	Conc Pavt, Reinf, 8 inch, Colored	Syd	655	\$85.00	\$55,675.00	\$74.75	\$48,961.25
6027011	Conc Pavt, Reinf, 8 inch, Stamped, Colored	Syd	754	\$110.00	\$82,940.00	\$103.50	\$78,039.00
8020038	Curb and Gutter, Conc, Det F4	Ft	830	\$15.00	\$12,450.00	\$20.79	\$17,255.70
8027001	Curb and Gutter, Conc, Det F4, Mod	Ft	670	\$15.00	\$10,050.00	\$20.79	\$13,929.30
8030002	Sidewalk, Conc, 4 inch	Sft	976	\$5.00	\$4,880.00	\$3.45	\$3,367.20
8030011	Sidewalk Ramp, ADA	Sft	2,260	\$9.00	\$20,340.00	\$5.04	\$11,390.40
8037010	Sidewalk, Conc, 4 inch, Colored	Sft	20,247	\$6.00	\$121,482.00	\$4.54	\$91,921.38
8037010	Sidewalk, Conc, 4 inch, Stamped, Colored	Sft	23,547	\$9.00	\$211,923.00	\$8.63	\$203,210.61
8037010	Sidewalk, Conc, 4 inch, Colored with Acidic Stain	Sft	2,072	\$10.00	\$20,720.00	\$8.05	\$16,679.60
8037010	Brick Pavers, Reinstall	Sft	500	\$6.00	\$3,000.00	\$8.50	\$4,250.00
8120001	Barricade, Type III, High Intensity, Furn	Ea	11	\$90.00	\$990.00	\$75.00	\$825.00
8120002	Barricade, Type III, High Intensity, Oper	Ea	11	\$20.00	\$220.00	\$0.01	\$0.11
8120050	Minor Traf Devices, Max. \$1,000	LS	1	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00

Item Code	Item Description	Unit	Estimated Quantity	Unit Price	Estimated Total	Unit Price	Estimated Total
8120102	Plastic Drum, High Intensity, Lighted, Furn	Ea	40	\$25.00	\$1,000.00	\$15.00	\$600.00
8120103	Plastic Drum, High Intensity, Lighted, Oper	Ea	40	\$10.00	\$400.00	\$0.01	\$0.40
8120120	Sign, Type B, Temp, Furn	Sft	387	\$2.00	\$774.00	\$2.50	\$967.50
8120121	Sign, Type B, Temp, Oper	Sft	387	\$0.50	\$193.50	\$0.01	\$3.87
8157050	Decorative Street Light with Concrete Base, Single	Ea	64	\$900.00	\$57,600.00	\$800.00	\$51,200.00
8157050	Decorative Street Light with Concrete Base, Double	Ea	14	\$1,000.00	\$14,000.00	\$850.00	\$11,900.00
8157051	Electrical Distribution System	LS	1	\$156,000.00	\$156,000.00	\$104,000.00	\$104,000.00
8250045	Gate Box, Adj	Ea	5	\$200.00	\$1,000.00	\$300.00	\$1,500.00
8250091	Hydrant, Rem	Ea	2	\$400.00	\$800.00	\$350.00	\$700.00

TOTAL OF ALL ESTIMATED PRICES:

\$905,467.50

\$888,532.32

AGENDA ITEM
CITY COMMISSION MEETING DATED May 23, 2006

To: Honorable Mayor and City Commissioners
From: Lee J. Slaughter, Assistant City Manager
Date: May 17, 2006
Re: Request to allow more than one Alcohol License within the City of Muskegon over the period July 14 to 16, 2006 (Party in the Park, BBQ Fest, Pop-A-Top, and Muskegon Sportsfishing Association).

SUMMARY OF REQUEST:

To allow more than one liquor license within the City over the period July 14 to 16, 2006.

- July 14th
- Party in the Park: event and liquor license have been **approved**.
 - Pop-A-Top: event was approved by the Leisure Services Board. Liquor License is **not** yet approved.
 - Muskegon Sportsfishing Association: event and liquor license are **not** yet approved. (They would like to host a Salmon shoot-out with beverage tent July 14 - 16.)
- July 15th
- BBQ Fest: event and liquor license are **approved**.
 - Pop-A-Top: event was approved by the Leisure Services Board. Liquor License is **not** yet approved.
 - Muskegon Sportsfishing Association: event and liquor license are not yet approved.
- July 16th
- Muskegon Sportsfishing Association: event and liquor license are **not** yet approved.

FINANCIAL IMPACT:

None

BUDGET ACTION REQUIRED:

None

STAFF RECOMMENDATION:

No recommendation. Commission action required. The Commission might want to reconsider the effectiveness of the existing ordinance requiring one liquor license per weekend giving the significant increase in the number of Special Events held in recent years.

Commission Meeting Date: May 23, 2006

*Needs 2nd
Reading*

Date: May 16, 2006
To: Honorable Mayor and City Commissioners
From: Planning & Economic Development
RE: Vegetation Ordinance Amendment for Raking Leaves

SUMMARY OF REQUEST:

Request to amend the Code Of Ordinances Chapter 98 VEGETATION for the purpose of requiring leaves to be removed from properties after the conclusion of leaf season. Leaf season is defined as beginning September 1st. and ending April 30th. of each year.

FINANCIAL IMPACT:

None

BUDGET ACTION REQUIRED:

None

STAFF RECOMMENDATION:

Staff recommends amendment of Chapter 98 Vegetation, specifically to amend Section 98-31 Definitions and Section 98-35 Notice to Destroy and Remove; publication, as proposed to require residents to rake leaves on their property. Actual enforcement will begin in 2007.

COMMITTEE RECOMMENDATION:

None

AGENDA ITEM NO. _____

CITY COMMISSION MEETING _____

TO: Honorable Mayor and City Commissioners

FROM: Bryon L. Mazade, City Manager

DATE: May 16, 2006

RE: Development of Terrace Street Lots

SUMMARY OF REQUEST:

To authorize staff to enter into negotiations of a development agreement with Hot Rod Harley Davidson to develop the Terrace Street lots pursuant to their proposal.

FINANCIAL IMPACT:

\$300,000 purchase price for the property plus the property will go back on the tax rolls.

BUDGET ACTION REQUIRED:

None.

STAFF RECOMMENDATION:

To approve the request.

COMMITTEE RECOMMENDATION:

None.

PURCHASE AGREEMENT

This Agreement is made on May 23, 2006, between the **City of Muskegon**, a Michigan municipal corporation, with offices located at 933 Terrace Street, Muskegon, Michigan, 49440 ("City"), and **Hot Rod Motorcycles, Inc., d/b/a Hot Rod Harley-Davidson**, a Michigan corporation, of 590 Ottawa Street, Muskegon, Michigan, 49442 ("Buyer").

1. **Formation of Buying Entity.** City acknowledges and agrees that Buyer intends on organizing a Michigan limited liability company (Muskegon Downtown Believers, LLC) to purchase the Premises (as defined below) and to consummate the transaction contemplated in this Agreement. The City permits Buyer to assign all of its rights, title, and interest.

2. **Purchase and Sale of Premises.** City shall sell, and Buyer shall purchase, on the conditions set forth in this Agreement, the premises and all improvements thereon, with all beneficial easements, and with all of City's right, title and interest in all adjoining public ways, commonly known as the "Terrace Street Lots," City of Muskegon, Muskegon County, Michigan, excluding approximately 2 acres which shall be used for a fire station. The property to be sold is legally described on **Exhibit A** ("Premises"), subject to the reservations, restrictions and easements of record, provided said reservations, restrictions and easements of record are reasonably acceptable to Buyer upon disclosure and review of the same.

3. **Purchase Price and Manner of Payment.** The purchase price for the Premises shall be \$300,000, which the City Commission deems to be fair market value, payable in full at closing to City, by wire transfer, certified or cashier's check. Buyer shall deposit with the City an earnest money deposit of \$50,000 upon the execution of this Agreement ("Deposit"). The Deposit shall be credited against the purchase price at closing.

4. **Title Insurance.** City shall order an owner's policy of title insurance issued by a mutually agreeable title company in the standard A.L.T.A. form, without the standard exceptions, certified to the date of closing, in the amount of the purchase price. Buyer may raise any objections to the exceptions or encumbrances shown on the commitment within 15 days after Buyer receives the commitment by giving written notice to City. If Buyer raises a title objection, Buyer shall not be required to close this transaction unless City cures the objection or Buyer waives its objection. Additionally, if Buyer raises a title objection, City shall have the right not to cure the objection--in which case, this Agreement shall terminate, and City shall return the Deposit to Buyer. If City elects to cure the objection, City shall take action to remove the exception or the encumbrance from the chain of title, in order to remove it from the commitment and the policy.

5. **Property Taxes and Assessments.** City shall be responsible for the payment of all real estate taxes and assessments that become due and payable prior to the date of closing. Buyer shall be responsible for the payment of all real estate taxes and assessments that become due and payable after the date of closing

6. **Survey.** City shall provide Buyer with copies of any surveys City has of the Premises. Buyer may obtain a survey of the Premises at Buyer's expense, and Buyer or Buyer's surveyor or other agents may enter the Premises for that purpose prior to closing. 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, City shall have the option of effecting a remedy within 30 days after disclosure, or terminating this Agreement. Buyer may elect to purchase the Premises subject to said encroachment or variation.

7. **Representations, Covenants and Warranties of City.** City represents, covenants and warrants the following to be true:

a. **Organization and Standing of City.** City is a Michigan municipal corporation duly organized, validly existing and in good standing under the laws of the State of Michigan.

b. **Authority.** City has the power and authority to enter into and perform its obligations under this Agreement.

c. **Title to Purchased Assets.** City has title to some but not all of the Premises. The Premises owned by the City are subject to no mortgage, pledge, lien, encumbrance, security interest, or charge except as will be set forth on the title insurance commitment. As to the Premises owned by the CSX Transportation, Inc., the City shall use its best efforts, but not including eminent domain, to acquire said property, which is the location of the former railroad tracks. Upon acquisition of such, City shall deed such property to Buyer at no additional consideration.

d. **Construction and Grading.** The City has retained approximately 2 acres of the "Terrace Street Lots" for construction of a fire station. So long as Buyer does not interfere with the construction of the fire station, Buyer may enter the proposed City fire station site for purposes of construction and grading the entire "Terrace Street Lot" site. City grants to Buyer the right to remove any debris, cement pads, and concrete from the City fire station site. City reserves the right to terminate this paragraph, after 10 days notice if Buyer is interfering with the construction of the proposed fire station. The permission granted in this paragraph shall survive the closing.

8. **Representations, Covenants, and Warranties of Buyer.** Buyer represents, covenants, and warrants the following to be true:

a. **Status of Buyer.** Buyer is validly existing and in good standing under the laws of the State of Michigan.

b. **Authority.** Buyer has the power and authority to enter into and perform Buyer's obligation under this Agreement.

c. **"As-Is" Sale.** BUYER UNDERSTANDS AND AGREES THAT THERE SHALL BE NO IMPLIED WARRANTIES OF HABITABILITY, QUALITY, CONDITION, FITNESS FOR A PARTICULAR PURPOSE, OR ANY OTHER IMPLIED WARRANTIES BETWEEN CITY AND BUYER, AND UPON CLOSING, BUYER WAIVES ANY AND ALL SUCH IMPLIED WARRANTIES, AND ACCEPTS THE PROPERTY "AS IS," "WHERE IS," SUBJECT ONLY TO THE EXPRESS COVENANTS, CONDITIONS AND/OR WARRANTIES CONTAINED IN THIS PURCHASE AGREEMENT. AT CLOSING, BUYER SHALL REPRESENT THAT IT HAS PERSONALLY INSPECTED THE PROPERTY AND IS SATISFIED WITH THE CONDITION OF THE LAND, AND THAT THE PROPERTY IS BEING PURCHASED AS A RESULT OF SUCH INSPECTION AND INVESTIGATION, AND NOT DUE TO ANY REPRESENTATIONS MADE BY OR ON BEHALF OF CITY. BUYER ALSO ASSUMES ALL RESPONSIBILITY FOR ANY DAMAGES CAUSED BY THE CONDITIONS ON THE PROPERTY UPON TRANSFER OF TITLE.

d. **Construction of Improvements.** Buyer acknowledges that, as part of the consideration inuring to the City, and as a condition of this sale, Buyer, or its successors or assigns, shall construct on the Premises buildings which will house a Harley Davidson Motorcycle dealership and showroom, along with such other premises to house a new car dealership. Construction of the buildings, which will need to comply with applicable zoning ordinances and required site plan review, shall be qualified for the issuance by the City of a Certificate of Occupancy or Compliance no later than 24 months after the date Buyer obtains zoning and site plan approval or 30 months after the date of closing on this Agreement, whichever occurs first ("Certification Period"). In the event the Certificate has not been issued within the Certification Period, the Premises, excluding property where a Certificate of Occupancy or Compliance has been issued for the Harley Davidson Motorcycle dealership and showroom and/or new car dealership, and all improvements then installed shall revert in title to the City, without any compensation or credit to the Buyer. The covenants in this paragraph shall survive the closing and run with the land.

Notwithstanding the foregoing, in the event that Buyer has not received a Certificate of Occupancy or Compliance for the Harley Davidson Motorcycle dealership and showroom and/or new car dealership, and all other improvements then installed within the Certification Period, but Buyer has, in fact, substantially completed all such construction on a particular building within the Premises, all such improvements shall not revert to the City. Buyer agrees to diligently and expeditiously continue to take all actions necessary to proceed toward obtaining Certificates of Occupancy or Compliance for all such buildings that have been substantially completed as of the date of expiration of the Certification Period.

Notwithstanding the Certification Period, the City acknowledges and agrees that the time required by Buyer to obtain any necessary zoning and site plan approvals may be lengthy. In consideration of this possibility, the parties agree that the duration of the City Approval Period shall be 6 months beginning on the date of closing of this Agreement ("City Approval Period"). Buyer agrees to submit its PUD and site plan (and all related documents) to the City for approval no later than 30 days after closing. The City agrees to fully and promptly cooperate with Buyer in obtaining all such approvals. The parties expressly agree that should the Buyer obtain zoning and site plan approval prior to the expiration of the six month City Approval Period, the twenty-four month Certification Period shall commence upon the date of such approval. However, in any event, the Certification Period shall commence no later than six months after the date of closing.

9. **Default.**

a. **By Buyer.** In the event Buyer fails to comply with any or all of the obligations, covenants, warranties or agreements under this Agreement, and such default is not cured within 10 days after receipt of notice (other than Buyer's failure to tender the purchase price in full at Closing—a default for which no notice is required), then City may terminate this Agreement, in which event both parties will be released from any further liability under this Agreement, or City may pursue its legal and/or equitable remedies against Buyer.

b. **By City.** In the event City fails to comply with any or all of the obligations, covenants, warranties or agreements under this Agreement, and such default is not cured within 10 days after receipt of notice, then Buyer may either terminate this Agreement, in which event both parties will be released from any further liability under this Agreement, or Buyer may pursue its legal and/or equitable remedies against City.

10. **Buyer to Obtain BEA.** Buyer has elected to obtain a Baseline Environmental Assessment for the Premises after closing. To that end, Buyer may be able to use certain data and information previously obtained by the City to expedite this process. Following the execution of this Agreement, City agrees to provide or make available to Buyer, at Buyer's own expense (if any), all such environmental reports and data in its possession related to the Premises.

11. **Real Estate Commission.** Buyer and City shall each be responsible for any fees for any real estate agents, brokers or salespersons regarding this sale that it has hired, but shall have no obligation as to any fees for any real estate agents, brokers or salespersons regarding this sale that the other party has hired.

12. **Closing.**

a. **Date of Closing.** Unless the parties otherwise mutually agree, the closing shall be held within 60 days of the date of this Agreement ("Date of Closing"). The closing shall be held at a mutually convenient location.

b. **Costs.** The costs associated with this Agreement and the closing shall be paid as follows:

- i. City shall pay the premium for the owner's policy of title insurance.
- ii. City shall be responsible to pay for the recording of any instrument that must be recorded to clear title to the extent required by this Agreement.
- iii. Buyer shall pay for the cost of recording the quit claim deed.
- iv. Buyer and City shall equally split the cost of the closing.

c. **Deliveries.** At closing, City shall deliver at its sole cost and expense the following documents in a form reasonably satisfactory to Buyer:

- i. the quit claim deed to the Premises.
- ii. such other documents as may be reasonably required by Buyer or the title company to effectuate the transaction contemplated by this Agreement.

13. **Possession.** Possession of the Premises is to be delivered to Buyer by City at Closing.

14. **Notice.** All notices and other deliveries required under this Agreement shall be made and given to the appropriate party, or the office of the party, at the address set forth above or at such other address as may hereafter be specified by such parties by written notice from time to time. Notices shall be effective on the date of receipt, if given by hand, express delivery or recognized courier service. Notices given by certified mail shall be deemed effective three business days after the date of deposit in an authorized postal facility, as shown by its receipt for certified mail. Either party may designate a telephone number to be used for fax notices to such party, in which event any notice transmitted to such number shall be effective on the date shown in the printed confirmation of such transmission, free of error, generated by the sender's machine.

15. **Miscellaneous.**

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

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

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

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

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

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

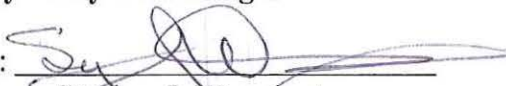
g. **Assignment or Delegation.** Except as otherwise specifically set forth in this Agreement, Buyer shall not assign all or any portion of its rights and obligations contained in this Agreement without the express prior written approval of City, which approval may be withheld in City's sole discretion.

h. **Venue.** The parties agree that, for purposes of any dispute in connection with this Agreement, the Muskegon County Circuit Court shall have exclusive personal and subject matter jurisdiction and venue.

i. **Survival of Representations and Warranties.** The representations, warranties, covenants and agreements contained in this Agreement and in any instrument provided for in this Agreement shall survive the closing date 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.

This Agreement is executed effective as of the date set forth above.

City - City of Muskegon

By: 
Name: Stephen J. Warmington
Title: Mayor

Attest:


Name: Linda Potter
Title: Deputy Clerk

**Buyer - Hot Rod Motorcycles, Inc., d/b/a
Hot Rod Harley-Davidson**

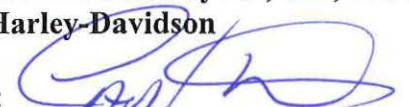
By: 
Name: Carl Miskotten
Title: President

Exhibit A
Legal Description for Premises



PRIVACY POLICY NOTICE

LandAmerica Financial Group, Inc. and its family of affiliated companies ("LandAmerica") respect the privacy of our customers' personal information. This Notice explains the ways in which we may collect and use personal information under the LandAmerica Privacy Policy.

LandAmerica provides title insurance and other real estate services through its affiliates. The three largest members of the LandAmerica family, Commonwealth Land Title Insurance Company, Lawyers Title Insurance Corporation, and Transnation Title Insurance Company, and their title affiliates, issue title policies and handle real estate closings across the country. You may review a complete list of the LandAmerica family of affiliates covered by this Privacy Policy on our website at <http://www.landam.com> under the privacy policy link or request a copy be sent to you from the address listed below. The LandAmerica Privacy Policy applies to all LandAmerica customers, former customers and applicants. Please visit our website for an explanation of our privacy practices relating to electronic communication.

What kinds of information we collect: Depending on the services you use, the types of information we may collect from you, your lender, attorney, real estate broker, public records or from other sources include:

- information from forms and applications for services, such as your name, address and telephone number
- information about your transaction, including information about the real property you bought, sold or financed such as address, cost, existing liens, easements, other title information and deeds
- with closing, escrow, settlement or mortgage lending services or mortgage loan servicing, we may also collect your social security number as well as information from third parties including property appraisals, credit reports, loan applications, land surveys, real estate tax information, escrow account balances, and sometimes bank account numbers or credit card account numbers to facilitate the transaction, and
- information about your transactions and experiences as a customer of ours or our affiliated companies, such as products or services purchased and payments made.

How we use and disclose this information: We use your information to provide you with the services, products and insurance that you, your lender, attorney, or real estate brokers have requested. We disclose information to our affiliates and unrelated companies as needed to carry out and service your transaction, to protect against fraud or unauthorized transactions, for institutional risk control, to provide information to government and law enforcement agencies and as otherwise permitted by law. As required to facilitate a transaction, our title affiliates record documents that are part of your transaction in the public records as a legal requirement for real property notice purposes.

We do not share any nonpublic personal information we collect from you with unrelated companies for their own use.

We do not share any information regarding your transaction that we obtain from third parties (including credit report information) except as needed to enable your transaction as permitted by law.

We may also disclose your name, address and property information to other companies who perform marketing services such as letter production and mailing on our behalf, or to other financial service companies (such as insurance companies, banks, mortgage brokers, credit companies) with whom we have joint marketing arrangements. Additionally, some LandAmerica affiliates may share information about their transaction and experiences with you in order to identify opportunities to market other LandAmerica services or products that may be useful to you.

How we protect your information: We maintain administrative, physical, electronic and procedural safeguards to guard your nonpublic personal information. We reinforce our privacy policy with our employees and our contractors. Joint marketers and third parties service providers who have access to nonpublic personal information to provide marketing or services on our behalf are required by contract to follow appropriate standards of security and confidentiality.

Title insurance agents may be covered by this policy: If your transaction goes through a title insurance agent that is not part of the LandAmerica family, the agent handling your transaction should provide you with the agent's own privacy policy or evidence that the agent has adopted our policy.

If you have any questions about this privacy statement or our practices at LandAmerica, please email us at customerservice@landam.com or write us at: LandAmerica Privacy, P.O. Box 27567, Richmond, VA 23261-7567

Date: July 07 2006

Commitment No.: WMS1178

Property Address: 60 W. Western Ave, Muskegon, Michigan 49440

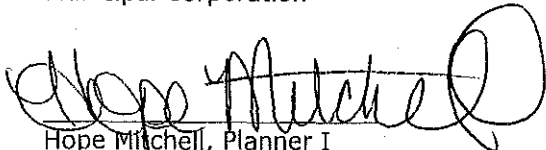
The undersigned hereby acknowledge receipt of a Request to Rescind Homeowner's Principle Residence Exemption Affidavit form (Michigan Department of Treasury Form No. 26092) as same is required by Public Act 237 of 1994.

☒ The undersigned do not request that Transnation Title Insurance Company file the form on their behalf.

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

Sellers:

City of Muskegon, a
Municipal Corporation


Hope Mitchell, Planner I

Transnation Title Insurance Company
570 Seminole Rd Ste 102, Muskegon, MI 49444
Phone: 231-737-9111 Fax: 231-737-7304

Transnation Title Insurance Company
570 Seminole Rd Ste 102
Muskegon, MI 49444

Escrow Officer: Teresa LaVigne

Title No.: WMS1178
Date: 07/07/2006

SELLER'S SETTLEMENT STATEMENT

Seller(s): City of Muskegon, a Municipal Corporation
Buyer(s): Muskegon Downtown Believers, LLC, a Michigan Limited Liability Company
Property: 60 W. Western Ave
Muskegon, MI 49440
REVISED PLAT OF THE CITY OF MUSKEGON , Block 554etc

	DEBIT	CREDIT
Contract Sales Price		\$300,000.00
Personal Property		
Earnest money held by seller	\$50,000.00	
Commission Paid at Settlement	\$0.00	
to		
to		
Settlement or closing fee to WEST MICHIGAN GROUP	\$200.00	
Title Insurance to LandAmerica Transnation	\$1,285.00	
***** Sub Total	\$51,485.00	\$300,000.00
Balance Due To Seller	\$248,515.00	
Total	\$300,000.00	\$300,000.00

The above figures do not include sales or use taxes on personal property.
APPROVED AND ACCEPTED

Broker:

City of Muskegon, a
Municipal Corporation

By: _____


Hope Mitchell, Planner I

ADDENDUM TO PURCHASE AGREEMENT

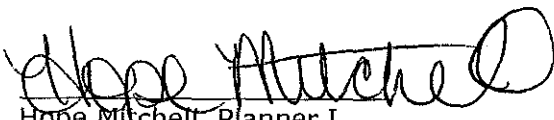
Relative to the Purchase Agreement by and between City of Muskegon, a Municipal Corporation as Seller(s) and Muskegon Downtown Believers, LLC, a Michigan Limited Liability Company as Buyer(s) of property located at 60 W. Western Ave., MI dated 5/23/06, it is hereby agreed that the said Purchase Agreement is amended as follows:

The complete legal description of the property as attached.

All other terms and conditions of said Purchase Agreement remain unchanged.

Date: 7-7-06

City of Muskegon, a
Municipal Corporation


Hope Mitchell, Planner I

Muskegon Downtown Believers,
LLC, a Michigan Limited Liability
Company


Carl Miskotten, Member

EXHIBIT A

File Number – WMS1178

Legal Description:

That part of Blocks 554, 555, 556, 557 and that part of vacated Market Street, Water Street, and Blake Street of the Revised Plat (of 1903) of the City of Muskegon, as recorded in Liber 3 of Plats, Page 71, Muskegon County Records, further described as follows:

Commence at the South most corner of said Block 556 for a point of beginning:

Thence North 61 degrees 13 minutes 00 seconds West along the Northeasterly line of Terrace Street (Deed=North 62 degrees 44 minutes 00 seconds West), a distance of 449.24 feet to a point of curvature of a non-tangible curve; thence Northerly along a curve to the right an arc distance of 324.83 feet to a point of tangency, (said curve data being: Delta = 54 degrees 44 minutes 32 seconds, Radius = 339.98 feet, L.C. = 312.61 feet, L.C.B. = North 23 degrees 05 minutes 02 seconds West) said line is along the North and Easterly side of the proposed Terrace Street Connector; thence North 04 degrees 17 minutes 13 seconds East along the Easterly line of the proposed Terrace Street Connector, a distance of 117.71 feet; thence South 85 degrees 42 minutes 47 seconds East along the Southerly line of the proposed Shoreline Drive, a distance of 151.65 feet; thence South 85 degrees 42 minutes 47 seconds East, along the Southerly line of proposed Shoreline Drive, a distance of 859.33 feet; thence South 40 degrees 42 minutes 48 seconds East along the intersection of the proposed Pine Street Connector, a distance of 41.09 feet; thence South 04 degrees 17 minutes 12 seconds West along the Westerly side of the proposed Pine Street Connector, a distance of 130.00 feet to a point of curvature; thence Southwesterly along a curve to the right, an arc distance of 120.56 feet (said curve data being: Delta = 53 degrees 30 minutes 18 seconds, Radius = 129.42 feet, L.C. = 116.51 feet, L.C.B. = South 31 degrees 02 minutes 21 seconds West); thence South 32 degrees 12 minutes 30 seconds East, a distance of 3.48 feet to a point being located on the Northerly line of Western Avenue; thence South 58 degrees 24 minutes 12 seconds West along the Northwesterly line of Western Avenue, a distance of 121.37 feet; thence South 58 degrees 27 minutes 42 seconds West along the Northwesterly line of Western Avenue, a distance of 417.83 feet to a point of beginning.

Except Lots 1, 2 and 3, Block 555, Revised Plat (of 1903) of the City of Muskegon, as recorded in Liber 3 of Plats, Page 71, Muskegon County Records, and the North ½ of vacated Water Street, abutting said Lots 1, 2 and 3 of Block 555.

Also Except the following described parcel: Lots 9 thru 13 inclusive and part of Lots 2 thru 6 and 14 of Block 556, of the Revised Plat of 1903 of the City of Muskegon as recorded in Liber 3 of Plats, Page 71, described as follows: Beginning at the South most corner of Block 556 of said Revised Plat (also being the intersection of the Northwesterly right-of-way line of Western Avenue and the Northerly right-of-way line of Terrace Street; thence North 61 degrees 13 minutes 00

seconds West along the Northerly right-of-way line of Terrace Street, a distance of 254.92 feet; thence North 28 degrees 47 minutes 00 seconds East, a distance of 222.24 feet; thence South 61 degrees 13 minutes 00 seconds East, a distance of 269.90 feet; thence South 31 degrees 32 minutes 18 seconds East, a distance of 97.03 feet; thence South 58 degrees 27 minutes 42 seconds West along the Northwesterly right-of-way line of Western Avenue, a distance of 200.50 feet to the point of beginning.

BUYERS ACCEPT PROPERTY "AS IS"

Date: July 07, 2006

Property: 60 W. Western Ave
Muskegon, MI 49440
Commitment No.: WMS1178

We, the undersigned, being the buyers of the above captioned property, understand and acknowledge that Buyer(s) are buying the property in an "AS IS" condition and that neither the Seller(s) nor Realtor make any warranties as to the structure(s) located upon the land purchased or the condition thereof.

Further, the undersigned agree to indemnify, save and hold harmless and and Transnation Title Insurance Company, from any responsibility and/or liability, loss or damage relative thereto.

The foregoing agreement is hereby accepted and approved on July 07, 2006.

Muskegon Downtown Believers,
LLC, a Michigan Limited Liability
Company

A handwritten signature in black ink, appearing to read 'Carl Miskotten', is written over a horizontal line.

Carl Miskotten, Member

CONTINGENCY REMOVAL

Date: July 07, 2006

Property: 60 W. Western Ave
Muskegon, MI 49440

Seller(s): City of Muskegon, a Municipal Corporation

Buyer(s): Muskegon Downtown Believers, LLC, a Michigan Limited Liability Company

Commitment No.: WMS1178

In reference to the sales agreement dated 5/23/06 between the Buyer(s) and Seller(s) herein identified, and all subsequent addendums to that agreement for the property stated above, it is agreed by the Buyer(s) and Seller(s) that all contingencies pursuant to said agreement, have been met, resolved or removed to the satisfaction of all parties concerned.

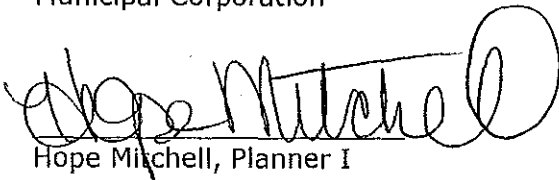
Further, the undersigned agree to indemnify, save and hold harmless and and Transnation Title Insurance Company, from any responsibility and/or liability, loss or damage relative thereto.

Muskegon Downtown Believers,
LLC, a Michigan Limited Liability
Company



Carl Miskotten, Member

City of Muskegon, a
Municipal Corporation



Hope Mitchell, Planner I

SURVEY WAIVER

Date: July 07, 2006

Property: 60 W. Western Ave
Muskegon, MI 49440
Commitment No.: WMS1178

We, the undersigned, herein acknowledge that we have been strongly advised to obtain a land survey showing the dimensions of the property and the location of all buildings situated thereon. We have agreed, completely of our own volition, not to obtain a survey and wish to complete the transaction without the recommended survey.

Further, the undersigned agree to indemnify, save and hold harmless and Transnation Title Insurance Company, from any responsibility and/or liability, loss or damage concerning or pertaining to survey matters, including but not limited to size of lot or land, location of boundary lines, locations of buildings and encroachments of any kind.

Muskegon Downtown Believers,
LLC, a Michigan Limited Liability
Company

A handwritten signature in black ink, appearing to read 'C. Miskotten', is written over a horizontal line.

Carl Miskotten, Member

AFFIDAVIT BY OWNER/SELLER/BORROWER

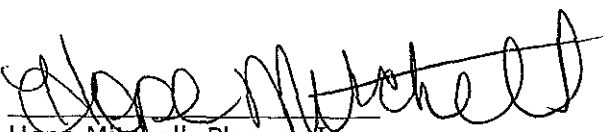
The undersigned is an authorized representative of the owner/seller/borrower who personally knows the facts relative to the matters attested herein. The undersigned, as an authorized representative of the owner/seller/borrower, attests that he/she is empowered by the owner/seller/borrower to bind the owner/seller/borrower to the representations and undertakings made herein. The undersigned being first duly sworn on oath, deposes, states and warrants as follows:

1. That Affiant is the owner of the real estate referred to in Transnation Title Insurance Company Commitment No. WMS1178 above-referenced.
2. The Affiant is in sole possession of said property, and there are no unrecorded deeds, mortgages, leases, easements, land contracts for sale, purchase agreements or options except:
none
3. The Affiant has not negotiated to convey or assign any water, mineral or oil rights relative to said property.
4. The Affiant's has no knowledge of any covenants, conditions or restrictions of record affecting the Property, other than what is recorded, or unrecorded easements or claims of easements affecting said property.
5. That the Affiant is not aware of any boundary line disputes with any abutting property owners as to the location of property lines, nor is the owner/seller/borrower aware of any encroachments of their improvements onto the lands of any adjoining property owners or onto any easements. Likewise, the owner/seller/borrower is not aware of any improvements of adjoining owners encroaching onto said land.
6. That no work has been performed or materials delivered to said property for a period of (120) days prior to the date of this affidavit, and if any work has been performed or materials delivered during said 120 day period, proper sworn statements and waiver of liens showing payment or release of lien rights have been obtained and submitted to Transnation Title Insurance Company for its approval.
7. That the Affiant is not aware of any improvements made, or to be made, to said land, including, but not limited to, sidewalk, curb or street repairs or replacements, weed cutting, debris removal etc., that would result in an assessment or bill to the premises, except as addressed in the purchase agreement.
8. There are no other mortgages, equity loans, revolving credit loans, bridge loans, remodeling loans, judgment liens or tax liens affecting said property, except as set forth in the above-referenced title commitment.
9. There are no proceedings in bankruptcy or receivership by or against the owner/seller/borrower, which are now pending, nor have the owners made any assignment for the benefit of creditors.

In the event that any of the representations made herein prove to be incorrect, for any reason, and a claim is made by third party with respect to these matters, Affiant agrees to indemnify and hold harmless Transnation Title Insurance Company from all claims and damages, including litigation costs and attorney fees arising as the result of such claim.

AFFIANT:

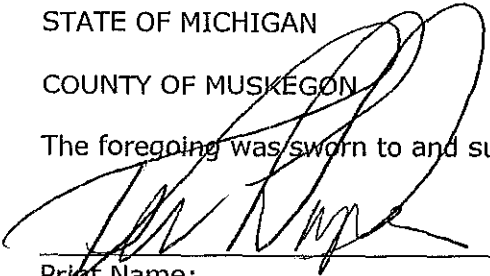
City of Muskegon, a
Municipal Corporation


Hope Mitchell, Planner I

STATE OF MICHIGAN

COUNTY OF MUSKEGON

The foregoing was sworn to and subscribed in my presence on July 07, 2006.


Print Name:

Notary Public Muskegon County, Michigan

Acting in _____ County

My commission expires: _____

TERESA LAVIGNE
Notary Public, Muskegon County, Michigan
Acting in Muskegon County
My Commission Expires: 6/22/12

QUIT-CLAIM DEED

KNOW ALL MEN BY THESE PRESENTS: That the CITY OF MUSKEGON ("Seller"), a municipal corporation, of 933 Terrace Street, Muskegon, Michigan 49440,

QUIT CLAIMS to MUSKEGON DOWNTOWN BELIEVERS, LLC (Buyer), a Michigan corporation, of 590 Ottawa Street, Muskegon, Michigan 49442,

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

[See Exhibit "A" Attached]

for the sum of Three Hundred Thousand Dollars (\$300,000.00)

PROVIDED, HOWEVER, Buyer, or its assigns, shall construct on the Premises buildings which will house a Harley Davidson Motorcycle dealership and showroom, along with such other premises to house a new car dealership. Construction of the buildings, which will need to comply with applicable zoning ordinances and required site plan review, shall be qualified for the issuance by the City of a Certificate of Occupancy or Compliance no later than 24 months after the date Buyer obtains zoning and site plan approval or 30 months after the date of closing on this Agreement, whichever occurs first ("Certification Period"). In the event the Certificate has not been issued within the Certification Period, the Premises, excluding property where a Certificate of Occupancy or Compliance has been issued for the Harley Davidson Motorcycle dealership and showroom and/or new car dealership, and all improvements then installed shall revert in title to the City, without any compensation or credit to the Buyer.

Notwithstanding the foregoing, in the event that Buyer has not received a Certificate of Occupancy or Compliance for the Harley Davidson Motorcycle dealership and showroom and/or new car dealership, and all other improvements then installed within the Certification Period, but Buyer has, in fact, substantially completed all such construction on a particular building within the Premises, all such improvements shall not revert to the City. Buyer agrees to diligently and expeditiously continue to take all actions necessary to proceed toward obtaining Certificates of Occupancy or Compliance for all such buildings that have been substantially completed as of the date of expiration of the Certification Period.

This deed is subject to those representations and warranties, which survive closing, provided for in the Purchase Agreement between the parties dated May 23, 2006.

These covenants and conditions shall run with the land.

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

Dated this 10 day of July, 2006.

Signed in the presence of:

Jo Ann Kruskowski
Jo Ann Kruskowski

Irene Dempsey
Irene Dempsey

STATE OF MICHIGAN
COUNTY OF MUSKEGON

CITY OF MUSKEGON

By [Signature]
Stephen J. Warmington, Its Mayor

and Linda Potter
Linda Potter, Its Deputy City Clerk

Signed and sworn to before me in Muskegon County, Michigan, on 7-6, 2006, by
STEPHEN J. WARMINGTON and LINDA POTTER, the Mayor and Deputy City Clerk, respectively, of the CITY
OF MUSKEGON, a municipal corporation, on behalf of the City.

PREPARED BY: John C. Schrier
Parmenter O'Toole
601 Terrace Street/P.O. Box 786
Muskegon, MI 49443-0786
Telephone: 231/722-1621

John M. Kruskowski
John M. Kruskowski Notary Public
Acting in the County of Muskegon
Muskegon County, Michigan
My Comm. Expires: 05-13-2012

WHEN RECORDED RETURN TO: Grantee

SEND SUBSEQUENT TAX BILLS TO: Grantee

Exhibit A
Legal Description for Premises

CITY OF MUSKEGON
REVISED PLAT OF 1903
PART OF BLKS 554 555 556 557
& THAT PART OF VAC MARKET ST
WATER ST & BLAKE ST
DESC AS FOL
COM AT S MOST COR SD BLK 556 FOR POB
TH N 61D 13M 00S W ALG NELY LN TERRACE ST (DEED=N62D 44M 00S W)
A DIST OF 449.24 FT TO A PT OF CURVATURE OF A NON-TANGIBLE CURVE
TH NLY ALG A CURVE TO RT AN ARC DIST OF 324.83 FT TO A PT
(SD CURVE DATA BEING DELTA=54D 44M 32S R= 339.98 FT LC= 321.61 FT
LCB=N23D 05M 02S W)
SD LN IS ALG N & ELY SIDE OF PROPSD TERRACE ST CONNECTOR
TH N 04D 17M 13S E ALG ELY LN OF PROPOSED TERRACE ST CONNECTOR A DIST
OF 117.71 FT
TH S 85D 42M 47S E ALG SLY LN OF PROPOSED SHORELINE DR A DIST OF 151.65 FT
TH S 85D 42M 47S E ALG SLY LN OF PROPOSED SHORELINE DR A DIST OF 859.33 FT
TH S 40D 42M 48S E ALG INT OF PROPOSED PINE ST CONNECTOR A DIST OF 41.09 FT
TH S 04D 17M 12S W ALG WLY SIDE OF PROPOSED PINE ST CONNECTOR A DIST OF
130 FT TO A POC
TH SWLY ALG A CURVE TO RT AN ARC DIST OF 120.86
(SD CURVE DATA BEING - DELTA=53D 30M 18S R=129.42 FT
LC = 116.51 FT LCB = S31D 02M 21S W)
TH S 32D 12M 30S E A DIST OF 3.48 FT TO A PT LOCATED ON NLY LN OF WESTERN
AVE
TH S 58D 24M 12S W ALG NWLY LN OF WESTERH AVE A DIST OF 121.37 FT
TH S 58D 27M 42S W ALG NWLY LN WESTERN AVE A DIST OF 417.83 FT TO POB
SUBJ TO ALL EASEMENTS OR RESERVATIONS OF RECORD OR APPARENT TH'OF
EXC
LOTS 1 THRU 3 & N ½ WATER ST VAC ABUTTING SD LOTS BLK 555
SUB TO ESMTS OF RECORD RECOR'D L3517/P983
EXC
LOTS 9 THRU 13 INCLUSIVE AND PART OF LOTS 2 THRU 6 AND 14 OF BLOCK 556,
OF THE REVISED PLAT OF 1903 OF THE CITY OF MUSKEGON AS RECORDED IN
LIBER 3 OF PLATS, PAGE 71, DESCRIBED AS FOLLOWS:
BEGINNING AT THE SOUTH MOST CORNER OF BLOCK 556 OF SAID REVISED PLAT
(ALSO BEING THE INTERSECTION OF THE NORTHWESTERLY RIGHT-OF-WAY LINE
OF WESTERN AVENUE AND THE NORTHERLY RIGHT-OF-WAY LINE OF TERRACE
STREET;
THENCE NORTH 61 DEGREES 13 MINUTES 00 SECONDS WEST ALONG THE
NORTHERLY RIGHT-OF-WAY LINE OF TERRACE STREET, A DISTANCE OF 254.92
FEET;
THENCE NORTH 28 DEGREES 47 MINUTES 00 SECONDS EAST, A DISTANCE OF
222.24 FEET;
THENCE SOUTH 61 DEGREES 13 MINUTES 00 SECONDS EAST, A DISTANCE OF 269.90
FEET;
THENCE SOUTH 31 DEGREES 32 MINUTES 18 SECONDS EAST, A DISTANCE OF 97.03
FEET;
THENCE SOUTH 58 DEGREES 27 MINUTES 42 SECONDS WEST ALONG THE
NORTHWESTERLY RIGHT-OF-WAY LINE OF WESTERN AVENUE, A DISTANCE OF
200.50 FEET TO THE POINT OF BEGINNING.
SAID PARCEL CONTAINS 68,046 SQUARE FEET OR 1.56 ACRES, MORE OR LESS.



**COMMITMENT FOR TITLE INSURANCE
Schedule A**

Ref: 60 W. Western Ave

1. Effective Date: June 16, 2006 at 05:00 pm

Commitment No.: WMS1178
Revision No. 1

2. Policy or Policies to be issued:

ALTA Owner's Policy – 10/17/92

Proposed Insured: Hot Rod Motorcycles, Inc., a Michigan Corporation dba Hot Rod Harley Davidson

Amount: \$300,000.00

3. The estate or interest in the land described or referred to in this Commitment and covered herein is Fee Simple and is, at the effective date hereof, vested in:

City of Muskegon, a Municipal Corporation

4. The land referred to in this Commitment is located in the City of Muskegon, County of Muskegon, State of Michigan, and is described as follows:

SEE ATTACHED EXHIBIT "A"

Exhibit "A"

That part of Blocks 554, 555, 556, 557 and that part of vacated Market Street, Water Street, and Blake Street of the Revised Plat (of 1903) of the City of Muskegon, as recorded in Liber 3 of Plats, Page 71, Muskegon County Records, further described as follows:

Commence at the South most corner of said Block 556 for a point of beginning:

Thence North 61 degrees 13 minutes 00 seconds West along the Northeasterly line of Terrace Street (Deed=North 62 degrees 44 minutes 00 seconds West), a distance of 449.24 feet to a point of curvature of a non-tangible curve; thence Northerly along a curve to the right an arc distance of 324.83 feet to a point of tangency, (said curve data being: Delta = 54 degrees 44 minutes 32 seconds, Radius = 339.98 feet, L.C. = 312.61 feet, L.C.B. = North 23 degrees 05 minutes 02 seconds West) said line is along the North and Easterly side of the proposed Terrace Street Connector; thence North 04 degrees 17 minutes 13 seconds East along the Easterly line of the proposed Terrace Street Connector, a distance of 117.71 feet; thence South 85 degrees 42 minutes 47 seconds East along the Southerly line of the proposed Shoreline Drive, a distance of 151.65 feet; thence South 85 degrees 42 minutes 47 seconds East, along the Southerly line of proposed Shoreline Drive, a distance of 859.33 feet; thence South 40 degrees 42 minutes 48 seconds East along the intersection of the proposed Pine Street Connector, a distance of 41.09 feet; thence South 04 degrees 17 minutes 12 seconds West along the Westerly side of the proposed Pine Street Connector, a distance of 130.00 feet to a point of curvature; thence Southwesterly along a curve to the right, an arc distance of 120.56 feet (said curve data being: Delta = 53 degrees 30 minutes 18 seconds, Radius = 129.42 feet, L.C. = 116.51 feet, L.C.B. = South 31 degrees 02 minutes 21 seconds West); thence South 32 degrees 12 minutes 30 seconds East, a distance of 3.48 feet to a point being located on the Northerly line of Western Avenue; thence South 58 degrees 24 minutes 12 seconds West along the Northwestern line of Western Avenue, a distance of 121.37 feet; thence South 58 degrees 27 minutes 42 seconds West along the Northwestern line of Western Avenue, a distance of 417.83 feet to a point of beginning.

Except Lots 1, 2 and 3, Block 555, Revised Plat (of 1903) of the City of Muskegon, as recorded in Liber 3 of Plats, Page 71, Muskegon County Records, and the North ½ of vacated Water Street, abutting said Lots 1, 2 and 3 of Block 555.

Also Except the following described parcel: Lots 9 thru 13 inclusive and part of Lots 2 thru 6 and 14 of Block 556, of the Revised Plat of 1903 of the City of Muskegon as recorded in Liber 3 of Plats, Page 71, described as follows: Beginning at the South most corner of Block 556 of said Revised Plat (also being the intersection of the Northwestern right-of-way line of Western Avenue and the Northerly right-of-way line of Terrace Street; thence North 61 degrees 13 minutes 00 seconds West along the Northerly right-of-way line of Terrace Street, a distance of 254.92 feet; thence North 28 degrees 47 minutes 00 seconds East, a distance of 222.24 feet; thence South 61 degrees 13 minutes 00 seconds East, a distance of 269.90 feet; thence South 31 degrees 32 minutes 18 seconds East, a distance of 97.03 feet; thence South 58 degrees 27 minutes 42 seconds West along the Northwestern right-of-way line of Western Avenue, a distance of 200.50 feet to the point of beginning.

The intent is
to deed all property owned
by the City with the exception reserved
for the Fire Station within the
existing Curbs; & except block 555 & outside
only road R.O.W. &

7-7-06
BT Mayade
7-7-06
[Signature]

water/sewer usage, infractions and invoices, prior to close for payoff amounts.

NOTE: In the event that the Commitment Jacket is not attached hereto, all of the terms, conditions and provisions contained in said Jacket are incorporated herein. The Commitment Jacket is available for inspection at any Company office.

**COMMITMENT FOR TITLE INSURANCE
SCHEDULE B - SECTION II
EXCEPTIONS**

Schedule B of the policy or policies to be issued will contain exception to the following unless the same are disposed of to the satisfaction of the Company.

1. Standard exceptions set forth in jacket.
2. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed insured acquires for value of record the estate or interest or mortgage thereon covered by this commitment.
3. Taxes and assessments that become a lien against the property after date of closing. The Company assumes no liability for tax increases occasioned by retroactive revaluation, changes in the land usage or loss of any principal residence exemption status for the insured premises.
4. Reservation of easement in the vacated streets and alleys as evidenced by the instrument recorded July 23, 1945 in Liber 89 of Miscellaneous Records, Page 575.
5. Reservation of easement in the vacated streets and alleys as evidenced by the instrument recorded July 16, 1945 in Liber 89 of Miscellaneous Records, Page 538.
6. Reservation of easement in the vacated streets and alleys as evidenced by the instrument recorded March 11, 1971 in Liber 956, Page 557.
7. Easement granted to Consumers Energy Company recorded in Liber 90M, Page 187.
8. Easement granted to Michigan Consolidated Gas Company recorded in Liber 118M, Pages 358-363, inclusive and in Liber 118M, Pages 364-370, inclusive.
9. Easement granted to Consumers Energy Company recorded in Liber 1095, Page 625 and 626.
10. Easement for Right of Way purposes vested in GTE North, Inc. by instrument recorded in Liber 1524, Page 606.

JS/mr1

DATE: May 15, 2006
TO: Honorable Mayor and Commissioners
FROM: Mark Kincaid, Deputy Director of Public Safety
RE: Concurrence with the Housing Board of Appeals Notice and Order to Demolish.
Dangerous Building Case #: EN-060012 Address: 375 Jackson Ave.

SUMMARY OF REQUEST: This is to request that the City Commission Concur with the findings of the Housing Board of Appeals that the structure located at **375 Jackson** is unsafe, substandard, a public nuisance and that it be demolished within thirty (30) days. It is further requested that administration be directed to obtain bids for the demolition of the structure and that the Mayor and City Clerk be authorized and directed to execute a contract for demolition with the lowest responsible bidder.

Case# & Project Address: # EN-060012 – 375 Jackson

Location and ownership: This structure is located on Jackson Avenue between Wood and Octavius streets and is owned by Mortgage Electronic Registration, 636 Grand Regency Blvd., Brandon, FL, 33510.

Staff Correspondence: A dangerous building inspection was conducted on 03/01/06. The notice and order to repair was issued on 03/02/06. Case came before HBA in 04/06/06 and was declared substandard, dangerous and a public nuisance.

Owner Contact: There has been no owner contact, no permits issued and no inspections scheduled.

Financial Impact: General

Budget action required: None

State Equalized value: 28,000

Estimated cost to repair: \$10,000 (Exterior Only)

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

City Commission Recommendation: The commission will consider this item at it's meeting Tuesday, May 23, 2006.

CITY OF MUSKEGON

933 Terrace St., P.O. Box 537, Muskegon, MI 49443 (231) 724-6715

DANGEROUS BUILDING INSPECTION REPORT

Thursday, March 2, 2006

Enforcement # EN060012 **Property Address** 375 JACKSON AVE **Parcel**
#24-205-150-0001-00 **Owner** MORTGAGE ELECTRONIC REGISTRATION

Inspector: Henry Faltinowski

Date completed: 03/02/2006

DEFICIENCIES:

Uncorrected

1. Front home addition collapsed.
2. Front door over hang rotted needs to be replaced to code 2003 MRC.
3. Scrape and paint home (exterior).

**Request interior inspection by all trades, electrical, mechanical and plumbing.
Please contact Inspection Services with any questions or to schedule an inspection
at 933 Terrace St., Muskegon, MI 49440 (231) 724 6758.**

Based upon my recent inspection of the above property I determined that the structure meets the definition of a Dangerous Building and/or Substandard Building as set forth in Section 10-61 of the Muskegon City Code.

Henry Faltinowski, Building Inspector

Date

375 Jackson



3/2/2006



3/2/2006



3/2/2006

DATE: May 15,2006
TO: Honorable Mayor and Commissioners
FROM: Mark Kincaid, Deputy Director of Public Safety
RE: Concurrence with the Housing Board of Appeals Notice and Order to Demolish. Dangerous Building Case #: EN-060002

SUMMARY OF REQUEST: This is to request that the City Commission Concur with the findings of the Housing Board of Appeals that the structure located at **585 Catherine – AREA 11** is unsafe, substandard, a public nuisance and that it be demolished within thirty (30) days. It is further requested that administration be directed to obtain bids for the demolition of the structure and that the Mayor and City Clerk be authorized and directed to execute a contract for demolition with the lowest responsible bidder.

Case# & Project Address: # EN-060002 – 585 Catherine

Location and ownership: This structure is located on Catherine between Maple St and Chestnut and is owned by Rose Land and Finance Corp and Gary A. Link on a Land Contract.

Staff Correspondence: A dangerous building inspection was conducted on 01/9/06. The Notice and Order to Repair was issued on 01/20/06. An interior inspection was conducted on 03/13/06. On 03/02/06 the HBA declared the structure substandard and dangerous.

Owner Contact: The owner was not present for the HBA meeting dated 03/02/06 but scheduled an interior inspection 03/13/06. No permits have been issued and no owner contact since that time.

Financial Impact: General Funds

Budget action required: None

State Equalized value: \$12,200

Estimated cost to repair: \$30,000

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

City Commission Recommendation: The commission will consider this item at it's meeting Tuesday, May 23, 2006.

**CITY OF MUSKEGON
DANGEROUS BUILDING INSPECTION
REPORT**

Wednesday, January 11, 2006

Enforcement # EN060002 **Property Address** 585 CATHERINE AVE
Parcel #24-205-081-0001-00 **Owner** FIRST NATIONAL ACCEPTANCE CO

Inspector: Henry Faltinowski

Date completed: 01/09/2006

DEFICENCIES:

Uncorrected

1. Roof covering being installed incorrectly with no permits.
2. Additions on back of home has open fascia, rotting siding.
3. Power has been disconnected from home.
4. Broken windows.
5. Interior inspection requested by trade inspectors for complete report on condition of home.
6. Debris left in yard.

Request interior inspection by all trades, electrical, mechanical and plumbing. Please contact Inspection Services with any questions or to schedule an inspection at 933 Terrace St., Muskegon, MI 49440 (231) 724 6758.

Based upon my recent inspection of the above property I determined that the structure meets the definition of a Dangerous Building and/or Substandard Building as set forth in Section 10-61 of the Muskegon City Code.

Henry Faltinowski, Building Inspector

Date

City of Muskegon
933 Terrace St., P.O. Box 536, Muskegon, MI 49443
(231) 724-6715

Thursday, March 16, 2006

DANGEROUS BUILDING INTERIOR INSPECTION REPORT

Property Address: 585 CATHERINE AVE **Parcel #** 24-205-081-0001-00

Owner: FIRST NATIONAL ACCEPTANCE CO

Inspection Type: DB Interior Inspection **Inspector:** Henry Faltinowski

Date completed: 03/13/2006

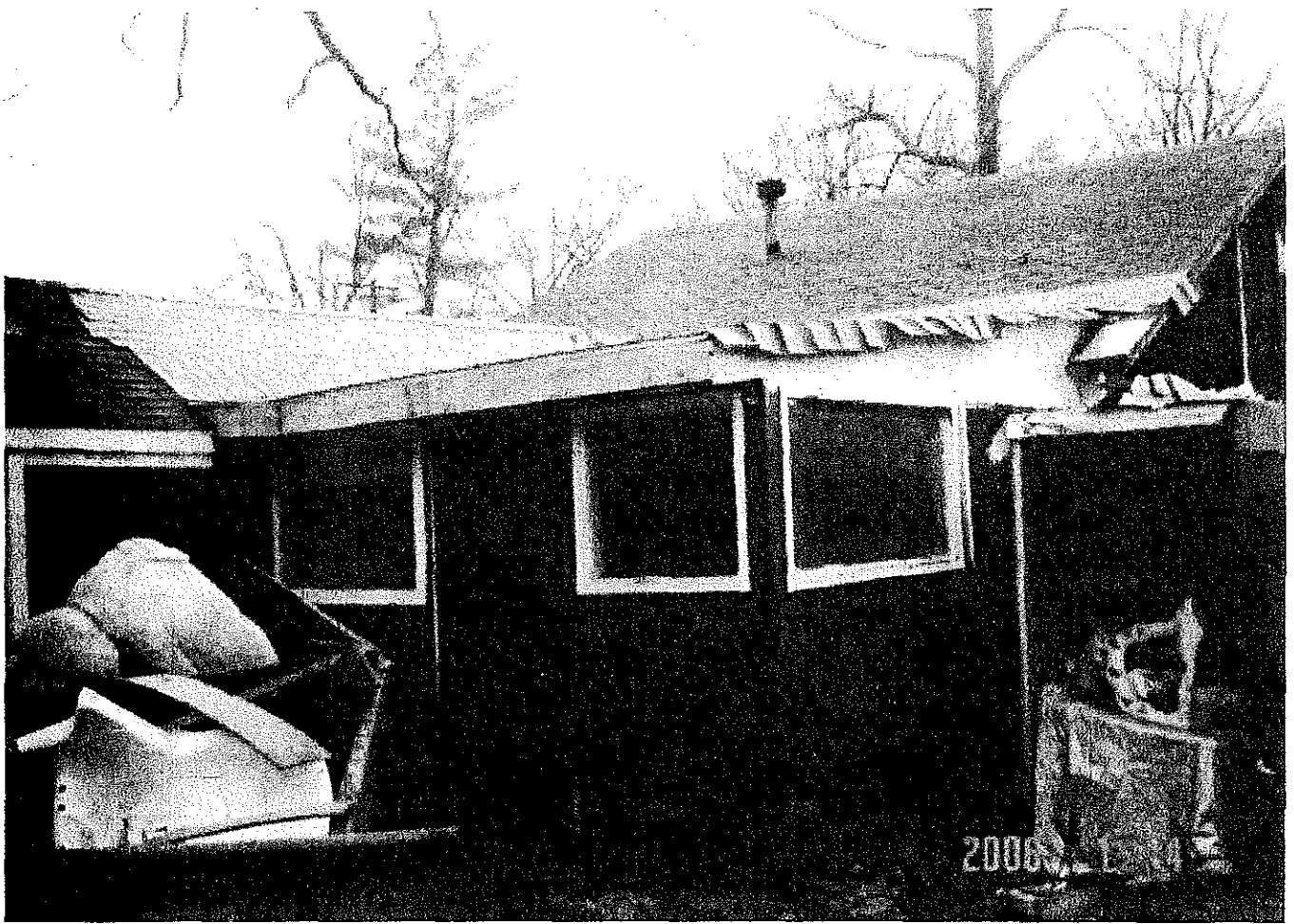
Uncorrected Interior Inspection Conducted 03/13/06

1. Must have heat source.
2. Must have water heater.
3. Must have a bathroom group.
4. Bathroom to have vent fan.
5. Must have kitchen group.
6. Insure chimney is in good shape.
7. Hose spigot to have vacuum breaker.
8. Insure drainlines are clear & working.
9. Insure living spaces are heated to 68 degrees.
10. All plumbing to conform with 2003 Mich Plumbing Code.
11. All Mechanical to conform with 2003 Michigan Mechanical Code.
12. Rewire house to 2003 MRC.
13. Replace electric service to 2003 MRC.
14. Install smoke alarms to 2003 MRC.
15. Rebuild floor using treated wood floor joists-bathroom meet proper loading - span.
16. Upstairs must remain attic - no bedrooms.
17. Replace windows, door, flooring, walls, ceiling.
18. Replace damaged footing around home perimeter.
19. Smoke alarms per code.

Based upon my recent inspection of the above property I determined that the structure meets the definition of a Dangerous Building and/or Substandard Building as set forth in Section 10-61 of the Muskegon City Code.

HENRY FALTINOWSKI BUILDING INSPECTOR

DATE



585 ~~585~~ Catherine