

CITY OF MUSKEGON

CITY COMMISSION MEETING

MAY 23, 2000

CITY COMMISSION CHAMBERS @ 5:30 P.M.

AGENDA

- ❑ **CALL MEETING TO ORDER:**
- ❑ **PRAYER:**
- ❑ **PLEDGE OF ALLEGIANCE:**
- ❑ **ROLL CALL:**
- ❑ **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. 1998 Muskegon County Solid Waste Plan Update CITY MANAGER
 - c. MML Annual Membership Dues CITY MANAGER
 - d. Public Employee Health Care Investment Act FINANCE
 - e. City / MDOT Agreement for Wood Street, Apple to Jackson ENGINEERING
 - f. Special Event Exemption LEISURE SERVICES
 - g. Muskegon County Catholic Education Foundation CITY CLERK
 - h. Contract for Lot Mowing Services (Sheldon Park) COMMUNITY & ECONOMIC DEVELOPMENT
 - i. Acquisition of Property owned by Penisular Investment Corp. for Seaway Industrial Park. PLANNING & ECONOMIC DEVELOPMENT
- ❑ **PUBLIC HEARINGS:**
 - a. Request for an Industrial Facilities Exemption Certificate for ADAC Plastics PLANNING & ECONOMIC DEVELOPMENT
- ❑ **COMMUNICATIONS:**
- ❑ **CITY MANAGER'S REPORT:**

☐ **UNFINISHED BUSINESS:**

☐ **NEW BUSINESS:**

- a. Liquor License Request for NE corner of Sherman & Highway 31 (Ruby Tuesdays) CITY CLERK
- b. Muskegon Carriage Company CITY CLERK
- c. Rezoning request for property located at 211 Irwin PLANNING & ECONOMIC DEVELOPMENT
- d. Purchase of Property from Verplank Dock Co. for the Muskegon Lakeshore Trail PLANNING & ECONOMIC DEVELOPMENT
- e. Sale of Vacant Land on Dudley Avenue in Marquette PLANNING & ECONOMIC DEVELOPMENT
- f. 2000 Michigan Municipal League Convention MAYOR

☐ **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.)

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

☐ **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 (616) 724-6705 OR TDD: (616) 724-4172.

Date: May 23, 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 Worksession that was held on Monday, May 8, 2000; and the Regular Commission Meeting that was held on Tuesday, May 9, 2000.

FINANCIAL IMPACT: None.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: Approval of the minutes.

CITY OF MUSKEGON

CITY COMMISSION MEETING

MAY 23, 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, May 23, 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, Robert Schweifler, Clara Shepherd, Lawrence Spataro

Absent: Commissioner Jone Wortelboer Benedict (excused)

2000-054 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 Worksession that was held on Monday, May 8, 2000; and the Regular Commission Meeting that was held on Tuesday, May 9, 2000.

FINANCIAL IMPACT: None

BUDGET ACTION REQUIRED: None

STAFF RECOMMENDATION: Approval of the minutes

b. 1998 Muskegon County Solid Waste Plan Update

CITY MANAGER

SUMMARY OF REQUEST: To adopt a resolution approving the 1998 Muskegon County Solid Waste Plan Update.

FINANCIAL IMPACT: None

BUDGET ACTION REQUIRED: None

STAFF RECOMMENDATION: To approve the resolution.

c. MML Annual Membership Dues

CITY MANAGER

SUMMARY OF REQUEST: To obtain permission from the City Commission in accordance with the Purchasing Policies and Procedures to pay the MML Annual Membership Dues for July 1, 2000, through June 30, 2001.

FINANCIAL IMPACT: MML Membership Service Fee	\$8,087
Environmental Affairs Assessment	970
Legal Defense Fund Membership	<u>480</u>
	\$9,537

BUDGET ACTION REQUIRED: None. Cost applied to proper budget line items.

STAFF RECOMMENDATION: Approval

e. City / MDOT Agreement for Wood Street, Apple to Jackson

ENGINEERING

SUMMARY OF REQUEST: To approve the contract with MDOT for the reconstruction of Wood Street from Apple to Jackson and to approve the resolution authorizing the Mayor and City Clerk to sign the contract.

FINANCIAL IMPACT: MDOT participation is about \$671,431 but not to exceed 81.85% of eligible cost. The estimated total (including engineering) cost of the project is \$800,000.

BUDGET ACTION REQUIRED: None at this time. The City's share of the cost will come out of the Major Street Fund, Sewer & Water Funds.

STAFF RECOMMENDATION: That the agreement and resolution be approved.

f. Special Event Exemption

LEISURE SERVICES

SUMMARY OF REQUEST: To approve a special event application for Michigan Black Expo Incorporated for a one-day liquor license on September 23.

FINANCIAL IMPACT: None

BUDGET ACTION REQUIRED: None

STAFF RECOMMENDATION: The Leisure Service Board recommends approval.

g. Muskegon County Catholic Education Foundation
CITY CLERK

SUMMARY OF REQUEST: Representative from the Muskegon County Catholic Education Foundation, Inc. are requesting approval of a special one day alcohol license for a "all Class Reunion" for their alumni. The event will be held on the football field at Catholic Central, located at 1145 W. Laketon Avenue. The event represents a thank you and social event for alumni. This item does not normally come before you for approval, but the organization missed the opportunity to submit this to the Leisure Services Board for approval, and another meeting is not scheduled prior to the event on June 17th. Therefore it is before you for your decision. Also, this is an event that has been previously approved in years past.

FINANCIAL IMPACT: None

BUDGET ACTION REQUIRED: None

STAFF RECOMMENDATION: Approval of the request.

i. Acquisition of Property owned by Peninsular Investment Corp.
for Seaway Industrial Park

PLANNING & ECONOMIC DEVELOPMENT

SUMMARY OF REQUEST: Pursuant to the signed purchase agreement of Mr. Roger Andersen of Peninsular Investments, the Planning Department seeks to acquire a vacant lot at the west end of Delano Street in the Seaway Industrial Park. Acquisition of the property brings the City one step closer to the creation of the Seaway Industrial Park. The purchase price of the property is \$15,000. Funds used to acquire the property come from the Urban Land Assembly (ULA) grant.

FINANCIAL IMPACT: The City will expend \$15,000 from the ULA grant.

BUDGET ACTION REQUIRED: None

STAFF RECOMMENDATION: Staff recommends approval of the purchase, as well as, authorization for both the Mayor and the Clerk to sign the resolution and purchase agreement.

Motion by Commissioner Aslakson, second by Commissioner Shepherd to approve the Consent Agenda with the exception of item (d) and (h).

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

ADOPTED

2000-055 ITEMS REMOVED FROM CONSENT

d. Public Employee Health Care Investment Act **FINANCE**

SUMMARY OF REQUEST: To take actions implementing provisions of the "Public Employee Health Care Investment Act (PA 149 of 1999)". This act authorizes the City to create a new fund for the accumulation and investment of funds to provide for retiree health benefits. The following actions are requested:

1. Adoption of the resolution establishing the "Employee Health Care Fund" in accordance with PA 149.
2. Adoption of the amendments to both the General Employees' and Police and Fire Retirement Systems ordinances which "freezes" the current method of retiree healthcare funding and provides for future retiree healthcare funding to be done through the new fund.

FINANCIAL IMPACT: None. The City of Muskegon has long been pre-funding retiree healthcare benefits in much the same manner as PA 149 provides. Adoption of PA 149 provides a firmer legal foundation for pre-funding and investing retiree healthcare assets.

BUDGET ACTION REQUIRED: None

STAFF RECOMMENDATION: Approval. The City's pension boards will meet on May 19th to consider this issue.

Motion by Commissioner Aslakson, second by Commissioner Schweifler to approve implementing provisions of the "Public Employee Health Care Investment Act".

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

ADOPTED

h. Contract for Lot Mowing Services (Sheldon Park) **COMMUNITY & ECONOMIC DEVELOPMENT**

SUMMARY OF REQUEST: To approve a two-year contract with the Sheldon Park Neighborhood Improvement Association for the maintenance of two City owned lots in the Sheldon Park neighborhood.

FINANCIAL IMPACT: None

BUDGET ACTION REQUIRED: None

STAFF RECOMMENDATION: Authorize execution of the contract. The responsibility for cleaning and mowing these lots would belong to the Association rather than the City and would extend through 2001. The City's estimated cost of \$2,000 to maintain the lots over this period would then be donated to the Association. The neighborhood has maintained the lots for the last two years under similar agreements and has done a good job.

Motion by Commissioner Aslakson, second by Vice Mayor Sieradzki to approve a two-year contract with the Sheldon Park Neighborhood Improvement Association for the maintenance of two City owned lots in the Sheldon Park Neighborhood.

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

ADOPTED

2000-056 PUBLIC HEARINGS:

**a. Request for an Industrial Facilities Exemption Certificate for
ADAC Plastics**

PLANNING & ECONOMIC DEVELOPMENT

SUMMARY OF REQUEST: Pursuant to Public Act 198 of 1974, as amended, ADAC Plastics, 1801 Keating Avenue, Muskegon, Michigan, manufacturer of engineered products for the automobile industry, has requested the issuance of an Industrial Facilities Exemption Certificate. Total capital investment for this project is \$6,450,000 in personal property. The project will result in the creation of 40 employment opportunities while retaining 154 jobs. ADAC has a current workforce of 447. Due to the significant number of new employees to be added, ADAC is requesting and qualifies for an Employment Bonus under the City of Muskegon Tax Abatement Policy.

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

BUDGET ACTION REQUIRED: None

STAFF RECOMMENDATION: Approval of the resolution granting an Industrial Facilities Exemption Certificate for a term of nine (9) years.

The Public Hearing opened at 5:44 p.m. to hear and consider any comments from the public regarding the Industrial Facilities Exemption Certificate for ADAC Plastics. Matt Dugener gave an overview of the item. Bob Miller, Vice President of ADAC Plastics was present to answer questions from the Commission and the public.

Motion by Commissioner Shepherd, second by Commissioner Aslakson to close the Public Hearing at 5:50 p.m. and to approve the issuance of an Industrial Facilities Exemption Certificate and the Employment bonus under the City of Muskegon Tax Abatement Policy.

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

ADOPTED

CITY MANAGER'S REPORT:

Brian Mazade, City Manager informed the Commission of two items added to New Business.

2000-057 NEW BUSINESS:

a. Liquor License Request for NE corner of Sherman & Highway 31 (Ruby Tuesdays)

CITY CLERK

SUMMARY OF REQUEST: The Liquor Control Commission seeks local recommendation on a request from Ruby Tuesdays (RT Michiana Franchise, LLC) to transfer ownership of 1998 12 Months Resort Class C licensed business located in escrow at 2245 S. Lakeshore, Harbor Beach, MI 48441, Sand Beach Township, Huron County, from Rrafters Inn, Inc.; and transfer location to NE Corner of Sherman & Highway 31, Muskegon, MI 49442, Muskegon County. All fees have been paid.

FINANCIAL IMPACT: None

BUDGET ACTION REQUIRED: None

STAFF RECOMMENDATION: All departments are recommending approval.

Motion by Commissioner Aslakson, second by Commissioner Spataro to transfer ownership of a 1998 12 Months Resort Class C licensed business, located in escrow at 2245 S. Lakeshore, Harbor Beach, MI from Rrafters Inn, Inc. to NE corner of Sherman & Highway 31; Muskegon, MI.

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

ADOPTED

b. Muskegon Carriage Company

CITY CLERK

SUMMARY OF REQUEST: To approve the request to license two (2) carriages for operation in the City of Muskegon for 2000-2001 licensing year. The carriages will be inspected by the police department and proper insurance will be submitted with the application and prior to issuance of a license.

BUDGET ACTION REQUIRED: None

FINANCIAL IMPACT: None

STAFF RECOMMENDATION: Approval of the request.

Vice Mayor Sieradzki abstains from this item.

Motion by Commissioner Aslakson, second by Commissioner Spataro to approve the request to license two carriages for operation in the City of Muskegon for 2000 -2001 licensing year.

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

ADOPTED

c. Rezoning request for property located at 211 Irwin
PLANNING & ECONOMIC DEVELOPMENT

SUMMARY OF REQUEST: Request to rezone property located at 211 Irwin Ave. (SE corner of Irwin Ave. and Hoyt St.) from R-1, Single-Family Residential to B-1, Limited Business.

FINANCIAL IMPACT: None

BUDGET ACTION REQUIRED: None

STAFF RECOMMENDATION: Staff recommends approval of the request due to compliance with the future land use map and Master Land Use Plan. The Planning Commission recommended approval of the request at their May 10, 2000 meeting. The vote was:

Yes: Veltkamp, Abraham, Mazade, Nielsen

No: Satorius, Coleman

Absent: Aslakson, Kleaveland, Smith

Motion by Commissioner Schweifler, second by Commissioner Spataro to approve the rezoning request for 211 Irwin Ave. from R-1 Single Family Residential to B-1 Limited Business.

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

ADOPTED

d. Purchase of Property from Verplank Dock Co. for the
Muskegon Lakeshore Trail
PLANNING & ECONOMIC DEVELOPMENT

SUMMARY OF REQUEST: Approval of resolution and purchase agreement for property owned by Verplank Dock Co. (formerly owned by CMS), which is required for the Lakeshore Trail). The purchase price is \$50,000.00. Through this agreement, the City will also be agreeing to consider bids by Asphalt Paving Inc. and Verplank Trucking Co. when the trail project for this particular property is bid for construction. The purchase agreement has already been signed by Verplank.

FINANCIAL IMPACT: Purchase will allow the Lakeshore Trail project to continue. The price for the property is \$50,000.00 and the purchase will be completed with funds received from the sale of the Chase Hammond Golf Course.

BUDGET ACTION REQUIRED: None

STAFF RECOMMENDATION: Staff recommends that the Mayor and Clerk sign the resolution and purchase agreement, and recommends that the City Commission authorize staff to complete the purchase according to the terms of the agreement.

Motion by Commissioner Aslakson, second by Commissioner Schweifler to approve the resolution and purchase agreement for property owned by Verplank Dock Company and to bid this project in whole.

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

ADOPTED

e. Sale of Vacant Land on Dudley Avenue in Marquette
PLANNING & ECONOMIC DEVELOPMENT

SUMMARY OF REQUEST: To approve the sale of lot 138 described as map number 24-31-21-403-016 to Emmitt Kinsey Jr. for the construction of a single-family home with approximately 1,200 square feet of living space. The lot is 65 feet x 132 feet. The appraised value of the land is \$3,000, which is the cost at which Mr. Kinsey is willing to pay. Staff is poised to close on May 24, if the item is approved, contingent upon Mr. Kinsey not owing any debts to the City.

FINANCIAL IMPACT: The sale of the property will allow the City to collect taxes on the new home and relieve the City of continued maintenance costs.

BUDGET ACTION REQUIRED: None

STAFF RECOMMENDATION: Staff recommends approval of the sale, as well as, authorization for both the Mayor and the Clerk to sign the resolution and deed contingent upon payment of all outstanding obligations to the City.

Motion by Vice Mayor Sieradzki, second by Commissioner Spataro to approve the sale of the lot to Emmitt Kinsey Jr. for the construction of a single-family home with approximately 1,200 square feet of living space.

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

ADOPTED

f. 2000 Michigan Municipal League Convention
MAYOR

SUMMARY OF REQUEST: To approve participation at the 2000 Michigan Municipal League Convention for the Mayor on Mackinac Island September 27 – 30, 2000.

FINANCIAL IMPACT: Approximately \$1,653.00.

BUDGET ACTION REQUIRED: None. Commission approval is necessary per the action of the Legislative/Policy Committee since the allotted \$1,500 for the Mayor has been exceeded.

STAFF RECOMMENDATION: None

Commissioner Schweifler left the room at 6:42 p.m. Mayor Nielsen abstains from this item and has the Vice Mayor conduct this item.

Motion by Commissioner Spataro, second by Commissioner Aslakson to approve the participation of the Mayor at the 2000 Michigan Municipal League Convention on Mackinac Island.

ROLL VOTE: Ayes: Sieradzki, Spataro, Aslakson, Shepherd

Nays: None

Abstain: Nielsen

ADOPTED

Vice Mayor Sieradzki excuses himself at 6:47 p.m.

g. Launch Ramp Repair

LEISURE SERVICES

SUMMARY OF REQUEST: To authorize staff to contract with Great Lakes Docks to repair the four launch ramps.

FINANCIAL IMPACT: Not to exceed \$8,000 per dock.

BUDGET ACTION REQUIRED: None, money to come from the Marina Fund.

STAFF RECOMMENDATION: Approve

Motion by Commissioner Aslakson, second by Commissioner Shepherd to authorize staff to contract with Great Lakes Docks to repair the four launch ramps.

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

Nays: None

ADOPTED

h. Recommendations for 607 W. Clay

Commission asked for this item to be brought before them, for their consideration, when a plan was developed.

1. Inspectors will not be conducting further inspections of property prior to construction. Developer must have architect and/or engineer inspect building and submit plans for approval.
2. Site Plans Submitted, reviewed, & approved prior to building plan submittal.

3. \$5,000.00 escrow to remain until completion of project including final inspection and issuance of certificate of occupancy.
4. Make clear that failure to meet any time line item will result in demolition proceeding.
5. Foundation should be first priority in construction phase.

Motion by Commissioner Aslakson to allow the sale of the property with the five recommendations by Fire Marshall Bob Grabinski.

Motion dies for lack of support.

Motion by Commissioner Aslakson, second by Commissioner Spataro to reaffirm the decision to proceed with the demolition.

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

ADOPTED

PUBLIC PARTICIPATION:

Various members from the public spoke.

CLOSED SESSION:

Motion by Commissioner Aslakson, second by Commissioner Spataro to adjourn to Closed Session at 7:35 p.m.

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

ADOPTED

Motion by Commissioner Shepherd, second by Commissioner Aslakson to return to the Regular Commission Meeting.

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

ADOPTED

Motion by Commissioner Aslakson, second by Commissioner Shepherd to concur with the City Attorney's recommendations.

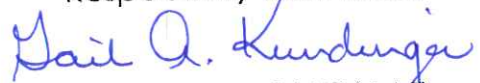
ROLL VOTE: Ayes: Shepherd, Spataro, Aslakson, Nielsen, Schweifler
Nays: None

ADOPTED

ADJOURNMENT:

The Regular Commission Meeting was adjourned at 8:15 p.m.

Respectfully submitted,


Gail A. Kundinger, CMC/AAE
City Clerk

AGENDA ITEM NO. _____

CITY COMMISSION MEETING 5/23/00

TO: Honorable Mayor and City Commissioners
FROM: Bryon L. Mazade, City Manager
DATE: May 15, 2000
RE: 1998 Muskegon County Solid Waste Plan Update

SUMMARY OF REQUEST:

To adopt a resolution approving the 1998 Muskegon County Solid Waste Plan Update.

FINANCIAL IMPACT:

None.

BUDGET ACTION REQUIRED:

None.

STAFF RECOMMENDATION:

To approve the resolution.

COMMITTEE RECOMMENDATION:

None.

MUSKEGON COUNTY

M I C H I G A N

990 TERRACE STREET, MUSKEGON, MICHIGAN 49442 • 616-724-6411
FAX 616-724-6673

DEPARTMENT OF PUBLIC WORKS

Robert L. Zettell, Director

PUBLIC WORKS BOARD

Louis McMurray, Chair
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Nancy G. Frye
Jacob O. Funkhouser
Bill Gill
Kenneth Hulka
James J. Kobza



24 April, 2000

Fred Nielsen, Mayor
City of Muskegon
933 Terrace
Muskegon, MI 49442

RE: Solid Waste Plan

Dear Mr. Nielsen:

Attached is the final draft of the 1998 Muskegon County Solid Waste Plan Update as approved by the County of Muskegon Board of Commissioners on March 27, 2000. As part of the overall approval process, this plan must be approved by two-thirds (2/3) of the local municipalities before final submittal to the Michigan Department of Environmental Quality (MDEQ). This Solid Waste Plan Update follows the MDEQ format which contains a great deal of information, much of it repeated in various areas of the plan. I have, for your convenience, attached a number of copies of the Executive Summary.

Attached is a sample resolution for your municipality to use for approval of this plan. If possible, please place this item on your agenda sometime in early-May. When resolution is acted on, please forward a copy to me as soon as convenient. If you have questions, need additional copies of the plan or if you desire to have someone from our staff attend your trustee or council meeting, please contact me at 724-6525 or via fax at 724-6882 or email at ribbensro@co.muskegon.mi.us.

Sincerely,

Robert J. Ribbens
Environmental Planner

EXECUTIVE SUMMARY

Muskegon County Solid Waste Plan Update

The Muskegon County Solid Waste Planning Committee has been involved in the preparation of this five-year solid waste plan Update to the Muskegon County Solid Waste Plan as pursuant Part 115, Solid Waste Management (Part 115), of the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended (NREPA).

This plan puts forth a review of current waste disposal operations and facilities, analyzes historical, current and projected population demographics, waste generation volumes and waste diversions via recycling enterprises. Goals and objectives have been created to put in place a general policy framework in which to develop alternatives to meet current and future solid waste management issues.

Important items within this plan include:

1. Waste generation in Muskegon County is expected to rise slightly over the next five years, however, with current facilities in place, adequate hauling and disposal opportunities are adequate to handle these increases.
2. White Lake Landfill, located in Whitehall Township, has been closed and is no longer accepting Type II waste materials. In light of this, it is important to review the impact of this closure on waste management systems in Muskegon County as well as neighboring counties.
3. Muskegon County Solid Waste Facility (Type II) is now the only operating Type II landfill in Muskegon County. This facility offers a citizen drop-off area which is unique to area landfills.
4. This plan puts into place a system of limiting imports of waste into Muskegon County and also limits waste being exported from Muskegon County into other counties. This system has been put into place to further ensure adequate landfill availability and capacity.

NOTE: This plan utilizes the prescribed MDEQ format for plan layout.

01 March, 2000

Overall View of the County

Municipality	1996 Est. Population	% Land Use			% of Economic Base			
		Rural	Urban	Ag	For	Ind	Comm	Resid
<i>Townships</i>								
Blue Lake	1,225	95%	5%	0%	0%	0%	1%	97%
Casnovia	2,632	96%	4%	25%	0%	2%	2%	44%
Cedar Creek	3,159	94%	6%	5%	0%	0%	6%	79%
Dalton	6,286	88%	12%	0%	0%	1%	6%	87%
Egelston	8,128	75%	25%	1%	0%	6%	9%	69%
Fruitland	4,744	85%	15%	12%	0%	0%	16%	45%
Fruitport	11,959	73%	27%	2%	0%	1%	11%	74%
Holton	2,321	94%	6%	14%	0%	0%	4%	64%
Laketon	7,064	77%	23%	0%	0%	0%	2%	95%
Montague	1,402	90%	10%	9%	0%	1%	6%	67%
Moorland	1,603	93%	7%	20%	0%	2%	2%	53%
Muskegon	16,169	63%	37%	0%	0%	5%	2%	85%
Ravenna	1,620	97%	3%	18%	0%	2%	5%	51%
Sullivan	2,188	92%	8%	7%	0%	0%	1%	84%
White River	1,345	88%	12%	16%	0%	10%	10%	29%
Whitehall	1,438	77%	23%	0%	0%	1%	23%	51%
<i>Cities</i>					0%			
Montague	2,149	61%	39%	0%	0%	3%	9%	75%
Muskegon	39,809	38%	62%	0%	0%	16%	16%	37%
Muskegon Heights	12,564	6%	94%	0%	0%	9%	19%	44%
North Muskegon	3,919	65%	35%	0%	0%	0%	1%	97%
Norton Shores	22,710	50%	50%	1%	0%	5%	12%	64%
Roosevelt Park	4,078	10%	90%	0%	0%	2%	22%	52%
Whitehall	3,298	55%	45%	0%	0%	11%	17%	45%
<i>Villages</i>					0%			
Fruitport	1,034	32%	68%	0%	0%	1%	9%	80%
Lakewood Club	669	62%	38%	0%	0%	0%	1%	97%
Ravenna	992	52%	48%	0%	0%	2%	12%	71%
Casnovia		89%	11%	5%	0%	7%	7%	62%
TOTAL	164,505			2%	0%	6%	11%	62%

Population data from US Census Bureau via WMSRDC and State of Michigan Information Center via the Internet. Percentages of land use courtesy of GVSU Water Resources Institute. Economic base percentages are per the 1998 Equalization Report for Muskegon County.

Conclusions

The current solid waste management system does handle current waste generation in a reasonably effective manner. However, one of the landfills serving Muskegon County has been closed recently, thus creating a need to shift final destination for some wastes currently being generated in Muskegon County. In addition, new import and export authorizations are necessary to assure that sufficient disposal opportunities are available for Muskegon County residents. In consideration of these facts, the Committee has chosen Alternative #2 as the most practical (see Appendix A for details on Alternatives considered).

Selected Alternatives

After review of current waste management techniques utilized in Muskegon County, it has been concluded that the preferred option for meeting solid waste goals is the use of the current infrastructure and programs with additional promotions and education. Although there are many options for creating additional programs and constructing various types of facilities to handle solid waste, it is concluded that the current programs will be able to handle the waste generated for the foreseeable future and new programs are not necessarily advantageous.

Selected Alternative

Alternative number two (#2) [from Appendix A] is based on the status quo system, however, it increases emphasis on the promotion of continued and enhanced recycling opportunities. This alternative also puts into place import and export authorizations that allow for limited export of waste materials and limited import of materials from other counties.

This alternative emphasizes the continued availability of collection of recyclable materials from both residential sources as well as emphasis on the continued efforts of commercial and industrial waste reduction, reuse and recycling programs. The alternative encourages private sector haulers to continue to or begin to offer curbside recycling services as part of residential trash collection operations.

RESOLUTION

2000-54(b)

Muskegon County Solid Waste Plan - 1998 Update

WHEREAS, the Muskegon County Board of Commissioners established the Muskegon County Solid Waste Planning Committee pursuant to Part 115 of the Natural Resources and Environmental Protection Act, 1994, PA 451, as Amended (NREPA); and

WHEREAS, the Planning Committee has considered the required elements of the Plan during 1999; and

WHEREAS, the Planning Committee is comprised of community representatives including local municipalities, environmental groups, industry, solid waste companies and the general public; and

WHEREAS, the Planning Committee approved the Plan February 22, 2000, after due deliberation; and

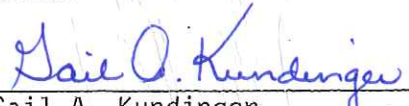
WHEREAS, the Muskegon County Board of Public Works has approved the final Plan on March 9, 2000; and

WHEREAS, the Muskegon County Board of Commissioners has approved of and adopted the final Plan on March 28, 2000, and recommends adoption by all local units of government in Muskegon County;

NOW THEREFORE IT IS RESOLVED:

That the Municipality of City of Muskegon hereby approves said Muskegon County Solid Waste Plan - 1998 Update.

Official Clerk Certification Seal


Gail A. Kunding
City Clerk

CERTIFICATION

This resolution was adopted at a regular meeting of the City Commission, held on May 23, 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. Kunderger
Gail A. Kunderger, City Clerk

AGENDA ITEM NO. _____

CITY COMMISSION MEETING 5/23/00

TO: Honorable Mayor and City Commissioners
FROM: Bryon L. Mazade, City Manager
DATE: May 10, 2000
RE: MML – Annual Membership Dues (7/1/00 – 6/30/01)

SUMMARY OF REQUEST:

To obtain permission from the City Commission in accordance with the Purchasing Policies and Procedures to pay the MML Annual Membership Dues for July 1, 2000, through June 30, 2001.

FINANCIAL IMPACT:

MML Membership Service Fee:	\$8,087
Environmental Affairs Assessment:	970
Legal Defense Fund Membership:	<u>480</u>
	\$9,537

BUDGET ACTION REQUIRED:

None. Cost applied to proper budget line items.

STAFF RECOMMENDATION:

Approval.

COMMITTEE RECOMMENDATION:

None.

MICHIGAN MUNICIPAL LEAGUE

1675 Green Road, P.O. Box 1487
Ann Arbor, MI 48106-1487
Established on May 23, 1899

ANNUAL MEMBERSHIP DUES INVOICE

May 5, 2000

City of Muskegon

RECEIVED

MAY 8 2000

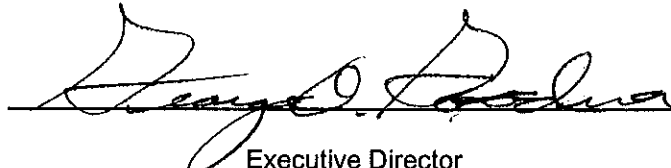
**MUSKEGON
CITY MANAGER'S
OFFICE**

Membership dues are based on the amount of state shared revenue received by a city or village during the 12 month period beginning July 1 two years prior to the beginning of the League's fiscal year. The state shared revenue received by the City of Muskegon was \$4,879,238 during 1997-98. See reverse side for schedule of fees.

Annual fees for the period July 1, 2000, through June 30, 2001, are:

Michigan Municipal League Membership Service Fee ¹	\$8,087
Environmental Affairs Assessment ²	970
Legal Defense Fund Membership ³	480
Total due on or before July 1, 2000	\$9,537

I hereby certify that the above invoice is true and correct to the best of my knowledge.


Executive Director
Michigan Municipal League

The City of Muskegon

hereby requests renewal of its membership in the Michigan Municipal League.

Signature

Title

(Please sign and return yellow copy with your check.)

¹ The Membership Service Fee includes annual subscriptions to the Michigan Municipal Review for your municipal officials at \$12.00 per subscription, which is 50% of the regular subscription rate.

² Payment of the Environmental Affairs Assessment is mandatory per the Board of Trustees.

³ Participation in the Legal Defense Fund, while encouraged, is voluntary. Cities and villages not wishing to participate should subtract the Legal Defense Fund Membership fee from the "Total".

Date: May 23, 2000
To: Honorable Mayor and City Commissioners
From: Engineering
RE: City – MDOT Agreement for:
Wood Street, Apple to Jackson

SUMMARY OF REQUEST:

To approve the attached contract with MDOT for the reconstruction of Wood Street from Apple to Jackson and to approve the attached resolution authorizing the Mayor and City Clerk to sign the contract.

FINANCIAL IMPACT:

MDOT participation is about \$671,431 but not to exceed 81.85% of eligible cost. The estimated total (including engineering) cost of the project is \$800,000.

BUDGET ACTION REQUIRED:

None at this time. The City's share of the cost will come out of the Major Street Fund, Sewer & Water Funds

STAFF RECOMMENDATION:

That the attached agreement and resolution be approved.

COMMITTEE RECOMMENDATION:

RESOLUTION 2000-54(e)

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 WOOD STREET FROM APPLE AVE. (M-46) TO JACKSON AVE. AND AUTHORIZATION FOR MAYOR FRED J. NIELSEN AND CITY CLERK GAIL A KUNDINGER TO EXECUTE SAID CONTRACT

Moved by Commissioner Aslakson and supported by
Commissioner Shepherd that the following Resolution be adopted:

WHEREAS, entry by the City of Muskegon into Contract no. **00-5187** between the Michigan Department of Transportation and the City of Muskegon for the **RECONSTRUCTION OF Wood Street between Apple And Jackson** within the City is in the best interests of the City of Muskegon.

RESOLVED, that entry by the City into Contract Agreement Number **00-5187** be and the same is hereby authorized and approved and the Mayor and Clerk are authorized to execute said contract for and on behalf of the City of Muskegon.

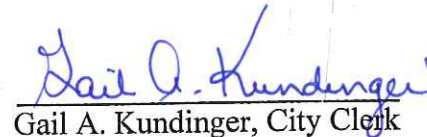
Adopted this 23rd day of May, 2000.

BY



Fred J. Nielsen, Mayor

ATTEST



Gail A. Kunderger, City Clerk

CERTIFICATION

This resolution was adopted at a meeting of the City Commission, held on May 23, **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. Kunderger, Clerk

STP

DIR

Project	STP 0061(316)
Job Number	49387
Control Section	STUL 61407
Fed Item #	HH 2464
Contract No.	00-5187

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 April 26, 2000, attached hereto and made a part hereof:

PART A - FEDERAL PARTICIPATION

Approximately 1.06 km of bituminous surfacing work along Wood Street from Apple Avenue (Highway M-46) northerly to Jackson Avenue; including grading, drainage structures, curb and gutter, and sidewalk work; and all together with necessary related work.

PART B - NO FEDERAL PARTICIPATION

Sanitary sewer and watermain adjustment work along Wood Street from Apple Avenue (Highway M-46) northerly to Jackson Avenue; 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 81.85 percent up to an amount not to exceed \$671,431. 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.

PART B

The PART B portion of the PROJECT COST is not eligible for Federal participation and shall be charged to and paid 100 percent 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.

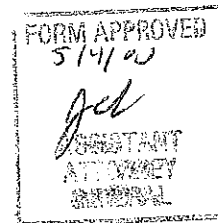
CITY OF MUSKEGON

MICHIGAN DEPARTMENT
OF TRANSPORTATION

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

By _____
Department Director MDOT

By *Gail A. Kundergan*
Title: *City Clerk*



*WCS
5-3-00*

April 26, 2000

EXHIBIT I

PROJECT STP 0061(316)
JOB NUMBER 49387
CONTROL SECTION STUL 61407

ESTIMATED COST

CONTRACTED WORK

	<u>PART A</u>	<u>PART B</u>	<u>TOTAL</u>
Estimated Cost	\$625,500	\$34,100	\$659,600

COST PARTICIPATION

GRAND TOTAL ESTIMATED COST	\$625,500	\$34,100	\$659,600
Less Federal Funds*	<u>\$512,000</u>	<u>\$ -0-</u>	<u>\$512,000</u>
BALANCE (REQUESTING PARTY'S SHARE)	\$113,500	\$34,100	\$147,600

*Federal Funds shall be applied to the eligible items of the PART A portion of the PROJECT COST at a participation ratio equal to 81.85 percent up to an amount not to exceed \$671,431.

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 hereto further agree that they accept the DEPARTMENT'S Disadvantaged Business Enterprise/Minority Business Enterprise/Women Business Enterprise (DBE/MBE/WBE) Program with respect to the PROJECT and will abide by the provisions set forth in Appendix "C" attached hereto and made a part hereof, being an excerpt from Title 49 C.F.R. Part 23, more specifically 23.43(a)(1) and (2) thereof.

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

General Requirements for Recipients

Excerpts from USDOT Regulation 49 CFR, Part 23, Section 23.43

- A. **Policy:** It is the policy of the Department that MBE as defined in 49 CFR, Part 23, shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with federal funds. Consequently, the MBE requirements of 49 CFR, Part 23, apply to this contract.
- B. **MBE Obligation:** The recipient or its contractor agrees to ensure that MBE as defined in 49 CFR, Part 23, has the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with federal funds provided under this agreement. In this regard, all recipients or contractors shall take all necessary and reasonable steps in accordance with 49 CFR, Part 23, to ensure that MBE has the maximum opportunity to compete for and perform contracts. Recipients and their contractors shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of departmentally-assisted contracts.
- C. If as a condition of assistance the recipient has submitted and the Department has approved a minority business enterprise affirmative action program which the recipient agrees to carry out, this program is incorporated into this financial assistance agreement by reference. This program shall be treated as a legal obligation and failure to carry out its terms shall be treated as a violation of this financial assistance agreement. Upon notification to this recipient of its failure to carry out the approved program, the Department shall impose such sanctions as noted in 49 CFR, Part 23, Subpart E, which sanctions may include termination of the agreement or other measures that may affect the ability of the recipient to obtain future departmental, financial assistance.
- D. The Department hereby advises each recipient, contractor, or subcontractor that failure to carry out the requirements set forth in Section 23.43(a) 49 CFR, Part 23, shall constitute a breach of contract, and after the notification of the USDOT may result in termination of the agreement or contract by the Department or such remedy as the Department deems appropriate.

Date: May 16, 2000
To: Honorable Mayor and City Commissioners
From: Ric Scott 
RE: Special Event Exemption

SUMMARY OF REQUEST:

To approve a special event application for Michigan Black Expo Incorporated for a one-day liquor license on September 23.

FINANCIAL IMPACT:

None

BUDGET ACTION REQUIRED:

None

STAFF RECOMMENDATION:

Approve

COMMITTEE RECOMMENDATION:

The Leisure Services Board Recommends approval

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

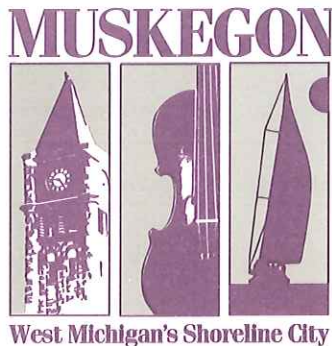
Police Dept.
231/724-6750
FAX/722-5140

Public Works
231/724-4100
FAX/722-4188

Treasurer
231/724-6720
FAX/724-6768

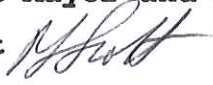
Water Billing Dept.
231/724-6718
FAX/724-6768

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



Date: May 16, 2000

To: Honorable Mayor and City Commissioners

From: Ric Scott 

Re: Special Event Exemption

The Michigan Black Expo Incorporated has requested a special liquor license for Saturday, September 23rd at Heritage Landing for a multi-cultural and diversity celebration. The granting of this license is in violation of our current Special Events policy, which allows only three days per month after Labor Day, and they must be on consecutive days. The Irish Festival already has the allowable days the week earlier.

Consequently, the City Commission will need to approve of the request.

At their meeting on May 15th, the three members of the Leisure Services Board that were present at the meeting voted to recommend the event be approved.

Staff would recommend that the event be approved. Heritage Landing is not available any other weekend to do the event earlier in the summer.

Thank you for your consideration.

Date: May 16, 2000
To: Honorable Mayor and City Commission
From: Gail A. Kunding, City Clerk
RE: Special Event – Muskegon County Catholic Education Foundation

SUMMARY OF REQUEST: Representatives from the Muskegon County Catholic Education Foundation, Inc. are requesting approval of a special one day alcohol license for a "All Class Reunion" for their alumni. The event will be held on the football field at Catholic Central, located at 1145 W. Laketon Avenue. The event represents a thank you and social event for alumni. This item does not normally come before you for approval, but the organization missed the opportunity to submit this to the Leisure Services Board for approval, and another meeting is not scheduled prior to the event on June 17th. Therefore it is before you for your decision. Also, this is an event that has been previously approved in years past.

FINANCIAL IMPACT: None.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: Approval of the request.

COMMITTEE RECOMMENDATION: No recommendation.

City of Muskegon
Permit for Special Event/Special Alcohol License

and 60 days prior to the event, with \$25 administrative fee)

Please fill out this form and return to the City of Muskegon, Department of
Leisure Services, 933 Terrace St., Muskegon, Michigan 49440, Phone 616-724-6704.

Applicant organization MUSKEGON COUNTY CATHOLIC EDUCATION FOUNDATION, INC.
Address 1851 BARCLAY ST., MUSKEGON, MI 49441
Daytime Phone (231) 755-1000 **After Hours Phone** (231) 780-5223
Contact person HEATHER MCGHAN
Special event title of service ALL CLASS REUNION
Description of the event: OUTSIDE PARTY OF ALL ALUMNI, ON FOOTBALL FIELD
THIS EVENT HAS BEEN HELD SEVERAL OTHER TIMES
Location of event: 1145 W. LAKETON AVE, MUSKEGON, MI 49441
Reason for event: THANK YOU AND SOCIAL EVENT FOR ALUMNI
Anticipated size of crowd: 400 APPROX
Date(s) of event: JUNE 17, 2000 **Hours of the event** _____
Will alcohol be served? ☒ **Yes** ☐ **No**
How will LD. check be handled? BY FOUNDATION STAFF AND VOLUNTEERS
City Services Required NONE
Will City Streets or Sidewalks be used? ☐ **Yes** ☒ **No**
If yes - Do they need to be closed ☐ **Yes** ☒ **No**
Name of Insurance company HANOVER INSURANCE COMPANY - DONE BY MCKENZIE PRICE INS.

Regulations of this license/permit:

1. All rules and regulations of the City of Muskegon Special Events/Special Alcohol Policy shall be complied with.
2. All City of Muskegon Ordinances shall be complied with.
3. The licensee will save the city of Muskegon harmless from all claims, liabilities, and costs arising out of actions of the licensee or his agents under this license.
4. A proof of liability insurance in the amount of \$ _____ is required. A copy of the Certificate of Insurance naming the City as additional insured is required before the permit can be approved.
5. Special requirements as follows: _____

With my signature, I certify that I have read and understand the regulation of this license/permit.

Zam Powers 5/16/2000
Signature of Applicant Date

W. J. [Signature]
Leisure Services Dept. Date

MUSKEGON COUNTY CATHOLIC
EDUCATION FOUNDATION, INC.

MUSKEGON, MI 49441

7131

DATE 5/15/2000

74-347/724

PAY
TO THE
ORDER OF

CITY OF MUSKEGON

TWENTY FIVE AND 00/100

\$ 25.00

DOLLARS

The Huntington National Bank

Muskegon, Michigan 49443

Huntington
Banks

FOR SPECIAL EVENT LIQUOR L.I.C. ALL CLASS REUN.

⑆007131⑆⑆1092403123⑆⑆01171203858⑆⑆

[Signature]
Cash on hand

PART 2

Michigan Liquor Control Commission

**BOND OF SPECIAL LICENSE FOR SALE OF
BEER, WINE & SPIRITS FOR CONSUMPTION ON THE PREMISES**

(Authorized by MAC Rule 436.578)

APPLICANT

Name of Organization Muskegon County Catholic
Education Foundation, Inc.

NOTICE: Bonding company must attach power of
attorney to bond.

Address where event is to be held 1145 W. Laketon Ave

City Muskegon Twp. Muskegon

County Muskegon State MI

KNOW ALL MEN BY THESE PRESENTS, That the above applicant, as principal,

and HANOVER INSURANCE COMPANY

of 100 N. PARKWAY Street, City of WORCHESTER, State of MA
have been authorized to do business in the State of Michigan, as surety, are held and firmly bound unto the People of the State of Michigan in the Sum
of One Thousand (\$1,000.00) Dollars, to the payment whereof, well and truly to be made we bind ourselves, our heirs, executors, administrators,
successors and assigns, firmly by these presents.

Sealed with our seals and dated this 17th day of May ~~19~~ 2000 A.D.

NOW THEREFORE THE CONDITION OF THIS OBLIGATION is such that if the principal shall well and truly keep and perform all and singular the
terms and conditions of this contract of license and/or permit and permits, and any modifications thereof, together with all and singular the obligations
imposed by Act No. 8, P.A. 1933, Extra Session, as amended, and will comply with all the rules and regulations promulgated by the Liquor Control
Commission, and will pay all fines, costs and/or penalties that may be imposed upon him for violations of this Act and/or for violations of the rules
and regulations promulgated by the Liquor Control Commission, and

CONDITIONED FURTHER, that if the said principal will not directly or indirectly, by the principal, clerk, agent or servant of the principal at any time
sell, furnish, give or deliver any alcoholic liquor to a minor, nor to any adult person who is at the time visibly intoxicated, and that if the said principal
will pay all actual damages that may be adjudged to any person or persons for injuries inflicted upon such person or persons either in person or in
property of means of support or otherwise, by reason of the said principal, selling, furnishing, giving or delivering any such alcoholic liquor, then this
obligation shall be void; otherwise to remain in full force and effect.

AND THE OBLIGORS, for themselves, their heirs, executors, administrators, successors and assigns do further covenant and agree with the State of
Michigan, as follows:

1. That this bond shall be effect for a period commencing at 7:00 a.m. on the 17th day of June

~~19~~ 2000 A.D., if accepted by the Liquor Control Commission, and shall remain in full force and effect until 60 days after the date of receipt by the
Michigan Liquor Control Commission at Lansing of the expired license, at which time it shall terminate as to all acts on the part of the principal
subsequent to said date, excepting as may be set forth in this bond, or otherwise limited by law and the rules and regulations of the said Liquor Control
Commission. If the effective date of the bond is not filled in, the date of execution shall be effective date of the bond.

2. That all rights and liabilities under this bond shall be governed, controlled and fixed by the terms thereof, and by the law and the regulations made
pursuant thereto as the same now exists or may hereafter be modified, amended or supplemented.

WITNESS OUR HANDS AND SEALS this 17th day of May, A.D. ~~19~~ 2000

Thomas A. Powers
Special License Applicant

Thomas A. Powers

Mary Jo Nowak
Special License Applicant

Mary Jo Nowak

HANOVER INSURANCE CO.

Surety's Name

Terri Parker

Surety's Signature

Terri Parker

Attorney-in-Fact (print or type name)

Business Address P.O. Box 57, Muskegon, MI 49443

Telephone 231-733-4411

PART 1

P.O. Box 30005

Lansing, Michigan 48909-7505

1. Application for: ☒ Beer and Wine only ☐ Beer, Wine and Spirits

2. Has your organization received a license before? ☒ Yes ☐ No

4. Type of Non-profit Organization
(check only one)

☒ Religious ☐ Civic
☐ Fraternal ☐ Patriotic

5. In continuous operation since (Date)
1968

5/16/2000

_____ June 17, 2000 _____ June 18, 2000
(date) (date), ending no later than 2:00 a.m. on _____, at the following location and address.

(name of armory, park, hall, military installation, etc. and address of location)

This location is in the City of Muskegon, County of Muskegon
(city, incorporated village or township)

☒ Yes ☐ No If **YES**, you must have both church and school officials approve the application for a special license.

Muskegon Catholic Central High School, 1145 W. Laketon Ave., Muskegon, MI 49441

name and address of church or school

Thomas A. Fowler
signature of authorized church or school representative

(231) 755-1980

5/15/00

date

☐ Yes ☒ No If **YES**, you must also have the local government complete PART 4 of this application. (Military agreement number)

We understand the granting of this license and operation under such license are subject to all regulations of the Department of Military Affairs, the provisions of the Liquor Control Act, and the Rules of the Commission.

ALL APPLICANTS - We certify that all profits derived from the sale of beer, wine and spirits will go to the organization and not to any individual. We further certify that the statements made are true, and are for the purpose of inducing the Commission to grant this license. We further agree to abide by all provisions of the Liquor Control Act and any rules issued by the Commission; that any license issued by the Commission is a contract subject to suspension or revocation at any time by the Liquor Control Commission, that there shall be no liability on the part of the State of Michigan, the Liquor Control Commission; or any of its officers or employees by reason of such suspension or revocation, and that the granting of the license does not create a vested right.

(You must be 21 years old to sign and receive a license)

(231) 755-1000

Name _____

1851 Barclay St.

Address

Muskegon, MI 49441

President (Signature must be legible)

Anthony J. Kolenic, Jr

1428 N. Robinhood Dr., Muskegon, MI 49445

Home address and phone no.

Secretary (Signature must be legible)

Mary Price

1507 Glen St Muskegon MT 49441

Home address and phone no.

Subscribed and sworn on May 16, 2000

Signature of Notary

Heather L. McGhan

Print Name _____

Date commission expires July 12, 2003

CONTINUED ON BACK

9. SUNDAY SALES: (Complete only if application is for sale of spirits on Sunday — not beer and wine):

Will this event be held on Sunday? ☐ Yes ☒ No

If **YES**, complete PART 3 of this application. Attach it to this page and pay the additional Sunday Sales fee. Sunday Sales Permits are granted for the sale of alcoholic beverages as long as the sale of beer, wine and spirits are not prohibited by local ordinance.

Approval is required of the chief of police or sheriff of the jurisdiction where the proposed special license is to be located. The sponsoring organization should prepare a diagram clearly indicating the area for sales and consumption of alcohol with a description of how the area will be policed by the organization. The organization must give a copy of the diagram to the police agency having jurisdiction over the event, and attach the original diagram to this application.

10. APPROVAL OF CHIEF OF POLICE OR SHERIFF:

(Whoever has primary jurisdiction in the local governmental unit where the event is held)

Please review this application and sign only if you approve the issuance of a Special License. If there is a local prohibition against the sale of beer, wine and spirits on Sunday, an application for a license to be in operation on Sunday should not be approved.

Does the proposed establishment meet all local health and sanitation requirements? ☒ Yes ☐ No

Is the proposed establishment within 500 feet of a church and/or school? ☒ Yes ☐ No

If **YES**, please enter the name and address of the church and/or school.

Muskegon Catholic Central High School, 1145 W. Laketon Ave., Muskegon, MI 49441
(church or school name) (address)

Thomas A. Powers

(Pastor or Superintendent)

(231) 755-1980

(telephone)

I certify that I have investigated the application of this organization for a Special License for the sale of beer, wine and spirits for consumption on the premises and approve the issuance of a license by the Liquor Control Commission.

(signature of approving officer)

(title)

(date)

11. REQUIRED DOCUMENTS: The following documents are required and must be attached to this application.

- PART 2 - a 60 day bond for \$1,000.00
- PART 3 - Sunday Sale affidavit - if the event is held on a Sunday and you are selling spirits.
- PART 4 - Military Installation Local Legislative Body Resolution - if event is to be held on a military installation.
- Diagram of Service Area - the diagram must clearly indicate the area for sales and consumption of alcoholic beverages, show the dimensions of the area, and indicate how the area is to be enclosed (fence, rope, etc.) and policed.
- Authorization Letter - from an organization if the event is a fund raiser being held for another organization.
- Proof of Nonprofit Status.

FEES SCHEDULE/PAYMENT:

- | | |
|--|--|
| • Organizations established less than one year: | • Organizations established for one year or more: |
| \$50.00 for each day of the event | \$25.00 for each day of the event |
| \$7.50 for an additional Sunday Sales Fee | \$3.75 for an additional Sunday Sales Fee |

APPLICATION FOR SPECIAL LICENSE
MICHIGAN LIQUOR CONTROL COMMISSION, LANSING, MICHIGAN

NAME OF ORGANIZATION
CODE

Commission Meeting Date: May 23, 2000

Date: May 17, 2000
To: Honorable Mayor and City Commissioners
From: Planning & Economic Development *CB*
RE: Acquisition of Property owned by Peninsular Investment Corp.
for Seaway Industrial Park

SUMMARY OF REQUEST:

Pursuant to the signed purchase agreement of Mr. Roger Andersen of Peninsular Investments, the Planning Department seeks to acquire a vacant lot at the west end of Delano Street in the Seaway Industrial Park (see attached map). Acquisition of the property brings the City one step closer to the creation of the Seaway Industrial Park. The purchase price of the property is \$15,000. Funds used to acquire the property come from an Urban Land Assembly (ULA) grant.

FINANCIAL IMPACT:

The City will expend \$15,000 from the ULA grant.

BUDGET ACTION REQUIRED:

None

STAFF RECOMMENDATION:

Staff recommends approval of the purchase, as well as, authorization for both the Mayor and the Clerk to sign the attached resolution and purchase agreement.

COMMITTEE RECOMMENDATION:

None.

Resolution No. 2000-54(i)

MUSKEGON CITY COMMISSION

RESOLUTION TO PURCHASE LAND FOR SEAWAY INDUSTRIAL PARK EXPANSION.

WHEREAS, the acquisition of property within the Seaway Industrial Park is a stated objective of the City of Muskegon's master plan.

WHEREAS, the goal of said acquisition is to facilitate future industrial expansion within the City.

WHEREAS, the purchase price of \$15,000 reflects the price agreed upon by all parties.

NOW THEREFORE BE IT RESOLVED, that the property legally described below, be purchased by the City of Muskegon for FIFTEEN THOUSAND DOLLARS (\$15,000), to wit:

**That part of the Southeast $\frac{1}{4}$ of the NW fractional $\frac{1}{4}$ of Section 31, Town 10 North, range 16 West, City of Muskegon, Muskegon County, Michigan, described as follows:
Commencing at the SW corner of Young & Williams Addition to the City of Muskegon Heights, as recorded in Liber 3 of Plats, Page 39, in Muskegon County Records for POB; thence S 0 degrees 0 min. along the West line of said Addition extended to the NEly line of the Chesapeake & Ohio (now CSX) Railroad R-O-W; thence recommence at POB; thence North 0 degrees 0 min. 132 feet along the West line of said Young & Williams Addition; thence South 89 degrees 40 min. West 219.35 feet to said Easterly line of said Railroad R-O-W; thence South 33 degrees 26 min. 30 sec. East along the Easterly line to the intersection of the first described line.**

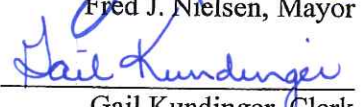
Adopted this 23rd day of May, 2000

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

Nays: None

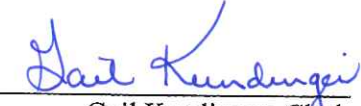
Absent: Benedict (excused)

By: 
Fred J. Nielsen, Mayor

Attest: 
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 May 23, 2000.

By: 
Gail Kunderger, Clerk

REAL ESTATE PURCHASE AGREEMENT

THIS AGREEMENT is made May 23, 2000, by and between PENINSULAR INVESTMENT CO., a Michigan Corporation, of 318 Houston Avenue, Muskegon, Michigan 49440 ("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:

That part of the Southeast 1/4 of the Northwest fractional 1/4 of Section 31, Town 10 North, Range 16 West, City of Muskegon, Muskegon County, Michigan, described as follows: Commencing at the Southwest corner of Young & Williams Addition to the City of Muskegon Heights, as recorded in Liber 3 of Plats, Page 39, in Muskegon County Records for Point of Beginning; thence South 0°00' along the West line of said Addition extended to the Northeasterly line of the Chesapeake & Ohio (now CSX) Railroad right-of-way; thence recommence at Point of Beginning; thence North 0°00' 132 feet along the West line of said Young & Williams Addition; thence South 89°40' West 219.35 feet to said Easterly line of Railroad right-of-way; thence South 33°26'30" East along said Easterly line to the intersection of the first described line;

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 Fifteen Thousand (\$15,000) 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, provided taxes last billed shall be prorated to the date of closing in accordance with MCL 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. Any personal property which is left on the Premises shall be the property of Buyer who may dispose of same. The parties recognize that the property is vacant.

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. Further, Buyer may rely on the survey provided by Seller, and assumes any risk or liability for its representations. In the event that a survey by a registered land surveyor made prior to closing discloses a material and substantial variation from the presumed land boundaries or area, (in the sole judgement of the Buyer), Seller shall have the option of effecting a remedy within thirty (30) days after disclosure, or canceling this agreement. 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. Buyer hereby assumes the responsibility to deal with any hazardous substances as between the parties, and in doing so, relies on the representations of Seller.

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 REPRESENTATION OF SELLER THAT TO THE BEST OF SELLER'S KNOWLEDGE 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 any documents required by any taxing authorities and other documents required for 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.** Buyer 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, and the Title Insurance premium.

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

Shawn J. Hill

BUYER: CITY OF MUSKEGON

By Fred J. Nielsen
Fred J. Nielsen, Mayor

By Gail A. Kunding
Gail A. Kunding, Clerk

SELLER: PENINSULAR INVESTMENT CO.

By [Signature]
Its [Signature] (TID#)

PREPARED BY:

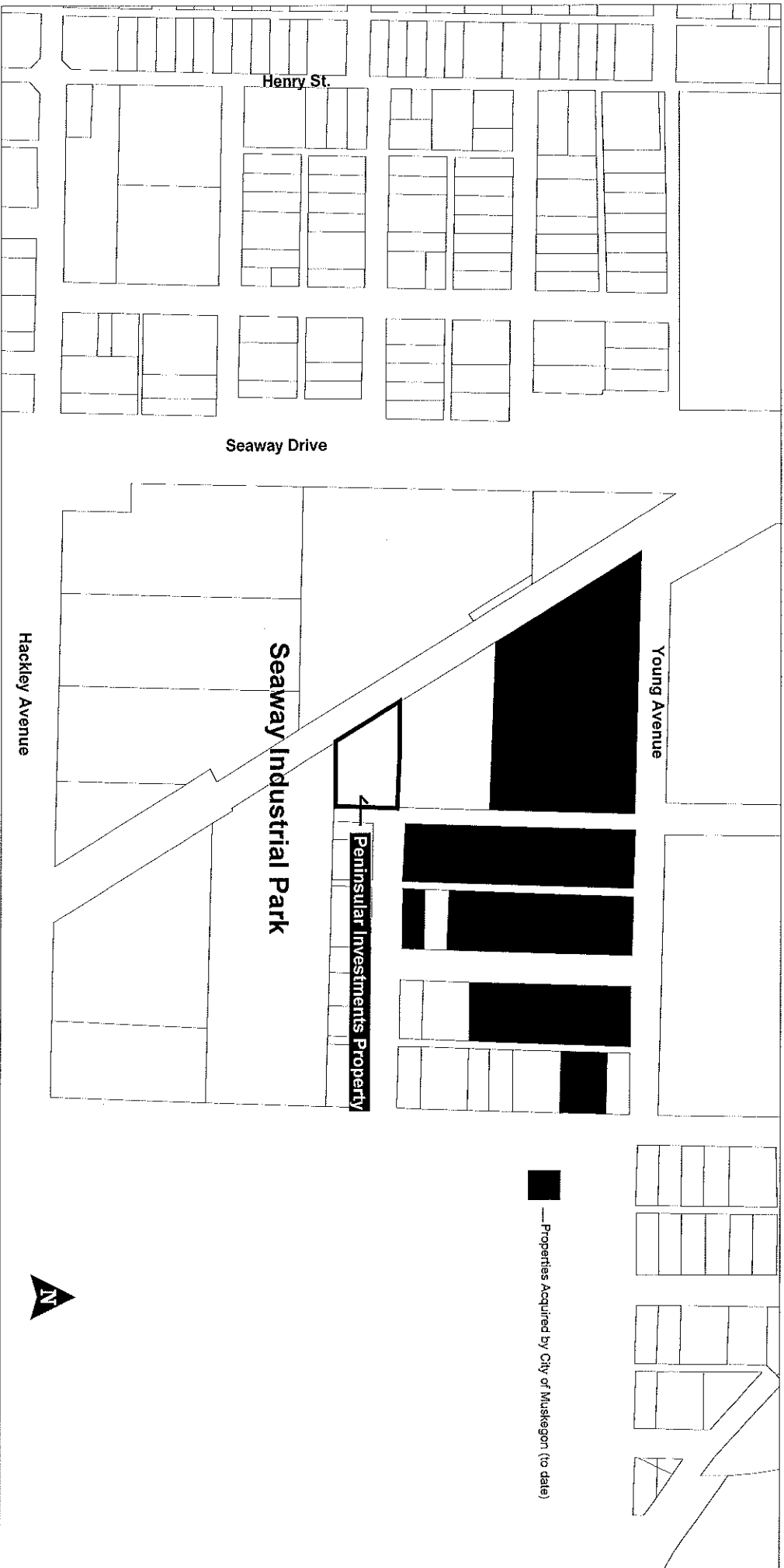
G. Thomas Johnson

Parmenter O'Toole

175 W. Apple Avenue

Muskegon, Mi 49443-0786

Telephone: 231/722-1621



*Needs
2nd Reading*

Date: May 23, 2000

To: Honorable Mayor and City Commissioners

From: Finance Director

RE: Public Employee Health Care Investment Act (PA 149 of 1999)

SUMMARY OF REQUEST: To take actions implementing provisions of the "Public Employee Health Care Investment Act (PA 149 of 1999). This act authorizes the City to create a new fund for the accumulation and investment of funds to provide for retiree health benefits. The following actions are requested:

1. Adoption of the attached resolution establishing the "Employee Health Care Fund" in accordance with PA 149;
2. Adoption of the attached amendments to both the General Employees' and Police and Fire Retirement System ordinances which "freezes" the current method of retiree healthcare funding and provides for future retiree healthcare funding to be done through the new fund.

FINANCIAL IMPACT: None. The City of Muskegon has long been pre-funding retiree healthcare benefits in much the same manner as PA 149 provides. Adoption of PA 149 provides a firmer legal foundation for pre-funding and investing retiree healthcare assets.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: Approval.

COMMITTEE RECOMMENDATION: The City's pension boards will meet on May 19th to consider this issue.

Date: May 23, 2000
To: Honorable Mayor and City Commissioners
From: Community & Economic Development
RE: Contract for Lot Mowing Services

SUMMARY OF REQUEST:

To approve a two-year contract with the Sheldon Park Neighborhood Improvement Association for the maintenance of two City owned lots in the Sheldon Park neighborhood.

FINANCIAL IMPACT:

None.

BUDGET ACTION REQUIRED:

None.

STAFF RECOMMENDATION:

Authorize execution of the contract. The responsibility for cleaning and mowing these lots would belong to the Association rather than the City and would extend through 2001. The City's estimated cost of \$2,000 to maintain the lots over this period would then be donated to the Association. The neighborhood has maintained the lots for the last two years under similar agreements and has done a good job.

2000-55(h)
CITY OF MUSKEGON
NEIGHBORHOOD CITY LOT MAINTENANCE AGREEMENT

THIS AGREEMENT effective May 23, 2000 is made between the CITY OF MUSKEGON, 933 Terrace Street, Muskegon, Michigan ("City") and the SHELDON PARK NEIGHBORHOOD IMPROVEMENT ASSOCIATION, of 1128 Roberts Street, Muskegon, Michigan ("Sheldon Park"), because Sheldon Park wishes to accomplish and perpetuate the maintenance of the City owned lots on the attached Exhibit A for the betterment and beautification of their neighborhood, and because the City wishes to encourage neighborhood associations such as Sheldon Park in this way and in general involvement in the neighborhoods of the City.

THEREFORE THE PARTIES AGREE:

1. **Maintenance of the City Lots.** Sheldon Park shall maintain, by mowing or by any other action required, the City owned lots attached in Exhibit A in compliance with all applicable City codes and ordinances for the term of this agreement.

2. **Compensation.** In return for Sheldon Park's services and its interest in the neighborhood, the City agrees to donate the sum of \$2,000 to Sheldon Park, for its general purposes including but not limited to materials and improvements on the lots, but further for the general purposes of Sheldon Park in its work as a neighborhood improvement association.

3. **Special Conditions.**

3.1 Sheldon Park agrees that it will not employ persons to accomplish the mowing and landscaping of the lots, but the work is being done by volunteers recruited by or members of Sheldon Park. The persons actually accomplishing the services or services related to the work on the lots shall not be compensated, except to reimburse out-of-pocket expenditures in connection with the work.

3.2 Sheldon Park agrees that it has inspected the lots, and further has determined that there are no hazards or dangerous conditions on the lots which may be expected to cause injury. In the event any such condition becomes known to Sheldon Park or any of its volunteers, Sheldon Park agrees to notify the City immediately.

3.3 Sheldon Park agrees to obtain a waiver on the form attached as Exhibit B from each person performing the work as a volunteer and deliver the same to the City before the work begins.

3.4 The persons volunteering to do the work shall not be considered City employees. They shall not be subject to City control or supervision.

3.5 Sheldon Park shall use its best efforts to assure that the properties will be maintained in accordance with applicable City codes and ordinances.

4. **Term of the Agreement.** This agreement shall have a term of May 23, 2000 through December 31, 2001. Payments of the amount for said shall be made at reasonable intervals during the term of this agreement. The agreement may be terminated by either party on 30 days notice.

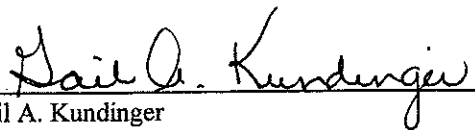
IN WITNESS WHEREOF, the parties execute this agreement effective on the date set forth above.

CITY OF MUSKEGON

Dated: May 25, 2000

By 
Fred Nielsen
Its Mayor

Dated: May 25, 2000

And 
Gail A. Kunderger
Its Clerk

THE SHELDON PARK NEIGHBORHOOD
IMPROVEMENT ASSOCIATION

Dated: 6-20-, 2000

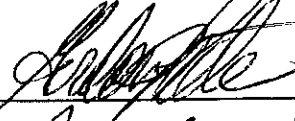
By 
GORDON J. PETTERMAN
Its President

EXHIBIT A

LOCATION AND LEGAL DESCRIPTIONS OF CITY LOTS

Parcel # 611128185010

Northwest corner of Evanston and Oak Grove Street

Castenholz Grove Annex
Lots 2 to 6 Incl Blk 1

Parcel # 611128252002

South side of McLaughlin Avenue just east of Burton Road

Samburt Park Addition
Lot 3 & W ½ Lot 4

EXHIBIT B

WAIVER

I, _____ of _____

_____, Muskegon, Michigan, do hereby waive any and all claims against the City of Muskegon which may arise as a result of my suffering any injuries or damages in the course of my working on City property pursuant to an agreement between the Sheldon Park Neighborhood Improvement Association and the City of Muskegon, for the maintenance and improvement of the City property. I expressly state that I am working as a volunteer, without any remuneration, and that I am aware of the condition of the properties upon which I will be working.

Dated: _____, 200____

WITNESSES:

SHELDON PARK NEIGHBORHOOD IMPROVEMENT ASSOCIATION

1128 Roberts Street
Muskegon, MI 49442

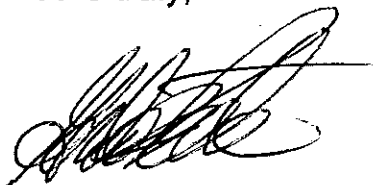
April 18, 2000

To City of Muskegon Board of Commissioners

In 1996 thru 1999, our Association entered into an agreement (copy attached) to maintain certain city owned lots in our neighborhood in return for a donation to the Sheldon Park Neighborhood Improvement Association. We would be interested in continuing that agreement into the future, renewable annually.

We appreciate your support, both for the benefit of our neighborhood, and the city as a whole. Thank you for your consideration.

Yours truly,

A handwritten signature in black ink, appearing to read 'Gordon Peterman', with a stylized, cursive script.

Gordon Peterman
President,

Sheldon Park Neighborhood Improvement Association.

Commission Meeting Date: May 23, 2000

Date: May 15, 2000
To: Honorable Mayor and City Commissioners
From: Planning & Economic Development *cbe*
RE: Public Hearing - Request for an Industrial Facilities
Exemption Certificate - ADAC Plastics

SUMMARY OF REQUEST:

Pursuant to Public Act 198 of 1974, as amended, ADAC Plastics, 1801 Keating Avenue, Muskegon, Michigan, manufacturer of engineered products for the automobile industry, has requested the issuance of an Industrial Facilities Exemption Certificate. Total capital investment for this project is \$6,450,000 in personal property. The project will result in the creation of 40 employment opportunities while retaining 154 jobs. ADAC has a current workforce of 447. Due to the significant number of new employees to be added, ADAC is requesting and qualifies for an Employment Bonus under the City of Muskegon Tax Abatement Policy.

FINANCIAL IMPACT:

The City will capture certain additional property and income taxes generated by the expansion.

BUDGET ACTION REQUIRED:

None

STAFF RECOMMENDATION:

Approval of the attached resolution granting an Industrial Facilities Exemption Certificate for a term of (9) years.

COMMITTEE RECOMMENDATION:

None

Resolution No. 2000-56(a)

MUSKEGON CITY COMMISSION

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

WHEREAS, pursuant to P.A. 198 of 1974 as amended, after duly noticed public hearing held on February 27, 1997, this Commission by resolution established an Industrial Development District # 97-16 as requested by ADAC Plastics, 1801 Keating Avenue, Muskegon, Michigan, 49442; and

WHEREAS, ADAC Plastics has filed an application for the issuance of an Industrial Facilities Tax Exemption Certificate with respect to a new machinery and equipment to be installed within the Industrial Development district #97-16; and

WHEREAS, before acting on said application the Muskegon City Commission held a public hearing on May 23, 2000 at the Muskegon City Hall in Muskegon, Michigan at 5:30 p.m. at which hearing the applicant, the assessor and representatives of the affected taxing units were given written notice and were afforded an opportunity to be heard on said application; and

WHEREAS, installation of machinery and equipment had not begun earlier than six (6) months before May 10, 2000, the date of the acceptance of the application for the issuance of an Industrial Facilities Tax Exemption Certificate; and

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

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

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

- 1) The Muskegon City Commission finds and determines that the Certificate considered together with the aggregate amount of certificates previously granted and currently in force under Act No. 198 of the Public Act of 1974 as amended and Act No. 255 of the Public Acts of 1978 as amended shall not have the effect of substantially impeding the operation of the City of Muskegon or impairing the financial soundness of a taxing unit which levies ad valorem property taxes in the City of Muskegon.
- 2) The application of ADAC Plastics, for the issuance of an Industrial Facilities Tax Exemption Certificate with respect to installation of new machinery and equipment on the following described parcel of real property situated within the City of Muskegon Industrial Development District # 97-16 to wit:

Part of Lot 15, Plat of Port City Industrial Center, as recorded in Liber 18 of Plats, Pages 31-33, Muskegon County Records, City of Muskegon, County of Muskegon, State of Michigan, described as follows:

Commence at the NE corner of said Lot 15 for POB; then South 01 degrees 10 min. 38 sec. West, recorded as (South 01 degrees 12 min. 30 sec. West) along East line of Lot 15 a distance of 435.00 feet; thence South 86 degrees 57 min. 07 sec. West a distance of 430.32 feet; thence North 87 degrees 40 min. 25 sec. West a distance of 532.92 feet to West line of said Lot 15; thence North 01 degrees 01 min. 46 sec. East recorded as (North 01 degrees 03 min. 06 sec. East) a distance of 441.18 feet to the North line of said Lot 15; thence South 89 degrees 42 min. 20 sec. East along said line, a distance of 963.22 feet to POB. Said parcel contains 9.93 acres, more or less.

- 3) The Industrial Facilities Tax Exemption Certificate is issued and shall be and remain in force and effect for a period of nine (9) years on personal property.

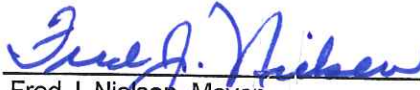
Adopted this 23rd Day of May 2000

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

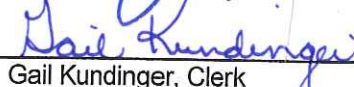
Nays: None

Absent: Benedict (excused)

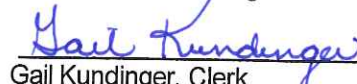
BY:


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 May 23, 2000.


Gail Kunding, Clerk



City of Muskegon Industrial Development District Summary Sheet

Company Summary:

ADAC Plastics, 1801 E. Keating Avenue, Muskegon, Michigan, is expanding their Keating Avenue operation. ADAC is installation \$6,450,000 in personal property and is adding 40 new employees. ADAC is the manufacturer of engineered products, primarily for the automobile industry. This company has either met or exceeded all of their previous IFT goals. They are one of the fastest growing and most diverse companies in the City of Muskegon. Due to the significant number of employees to be added, ADAC is requesting an Employment Bonus.

Employment Information:

Racial Characteristics:

White	318
Minority	129
Total	447

Gender Characteristics:

Male	149
Female	298
Total	447

Total No. of Anticipated New Jobs: 40

Investment Information:

Real Property:	\$0
Personal Property	\$6,450,000
Total:	\$6,450,000

Property Tax Information: (Annual)

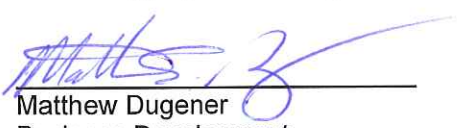
Total New Taxes Generated	\$174,150
Value of Abatement	\$87,075
Total New Taxes Collected	\$87,075

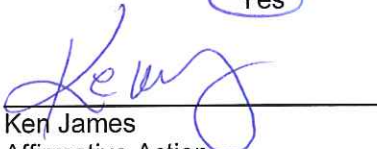
Income Tax Information: (Annual)

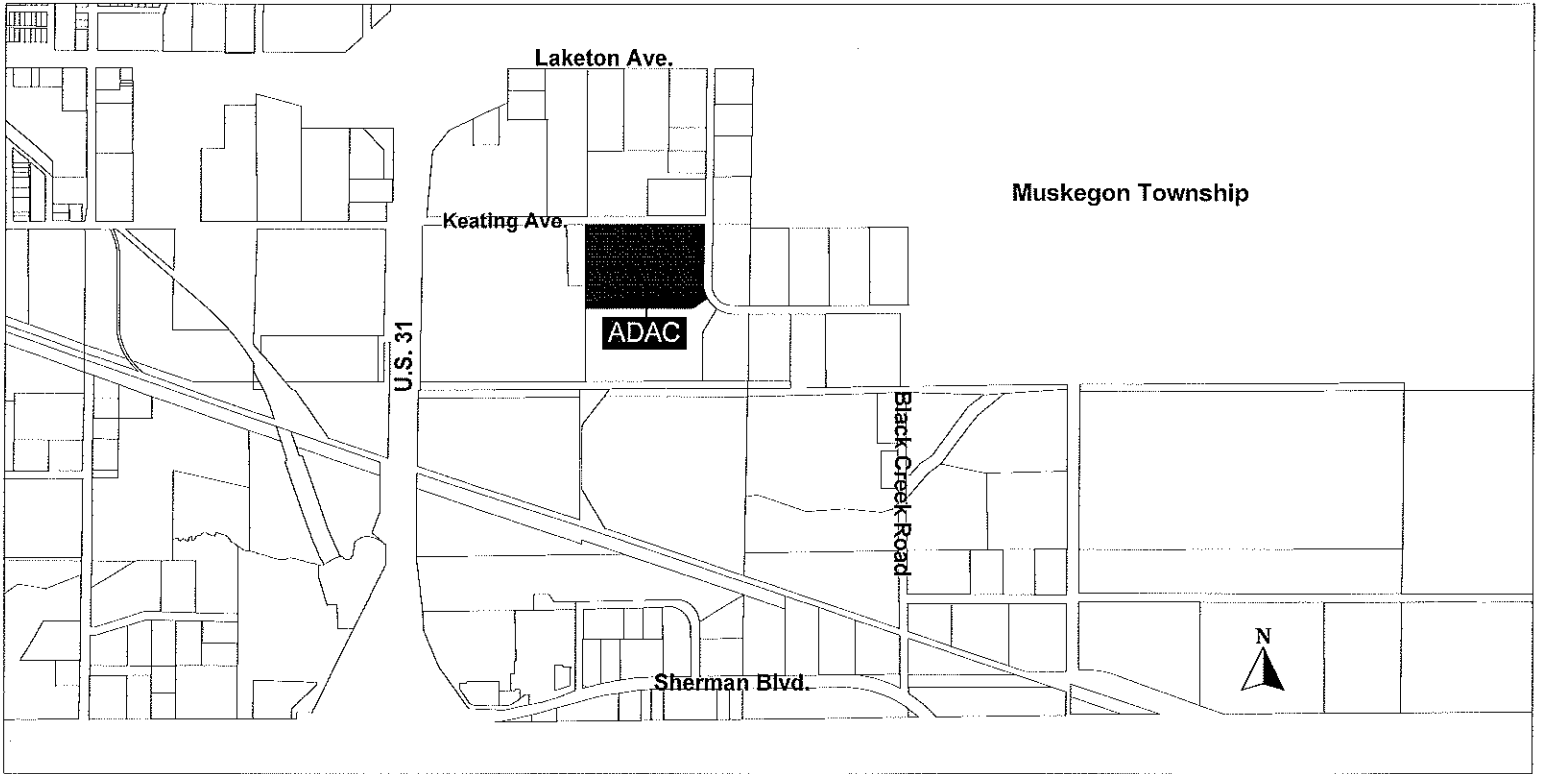
Total Additional Income Tax Generated: **\$7,488**

Company Requirements:

Adopted Affirmative Action Policy	<u>Yes</u>	No
Meeting w/ City Affirmative Action Director	<u>Yes</u>	No
Signed Tax Abatement Contract	<u>Yes</u>	No
Taxes Paid In Full	<u>Yes</u>	No
Appropriate Zoning	<u>Yes</u>	No


Matthew Dugener
Business Development


Ken James
Affirmative Action



Date: May 17, 2000
To: Honorable Mayor and City Commissioners
From: Gail A. Kunding, City Clerk
RE: Liquor License Request
NE Corner of Sherman & Highway 31

SUMMARY OF REQUEST: The Liquor Control Commission seeks local recommendation on a request from Ruby Tuesdays (RT Michiana Franchise, LLC) to transfer ownership of 1998 12 Months Resort Class C licensed business, located in escrow at 2245 S. Lakeshore, Harbor Beach, MI 48441, Sand Beach Township, Huron county, from Rafters Inn, Inc.; and transfer location to NE Corner of Sherman & Highway 31, Muskegon, MI 49440, Muskegon County. All fees have been paid.

FINANCIAL IMPACT: None.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: All Departments are recommending approval.

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

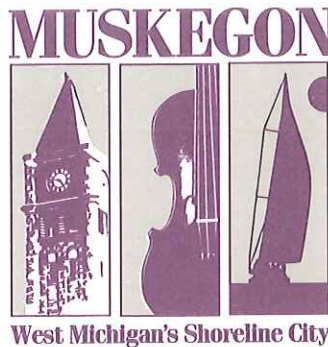
Police Dept.
231/724-6750
FAX/722-5140

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



May 10, 2000

To: The City Commission through the City Manager

From: 
Edward E. Griffin, Chief of Police

Re: Transfer of ownership for liquor license at NE Corner Sherman Ave &
Hwy. 31, Muskegon, MI. 49440, Muskegon County

The Muskegon Police Department has received a request from the Michigan Liquor Control Commission for an investigation for applicant RT Michiana Franchise, L.L.C. a Delaware Limited Liability Company.

RT Michiana Franchise, L.L.C. is requesting to transfer ownership of an existing 1998 Class C license (in escrow) from Rafter Inn, Inc. They also are requesting to transfer the location from 2245 Lakeshore, Harbor Beach, MI 48441, Sand Beach Township, Huron County to the NE corner of Sherman Ave and Hwy. 31 Muskegon MI.

Our department has spoken with Jerry D. Smith, W/M, 2-3-53. He is the applicant in this request. He has requested for transfer of ownership of the license and added that he will be rescinding the Dance/Entertainment permit back to the state.

We have searched our records and conducted a Criminal History Check and find no reason to deny this transfer.

EEG/cmw

MEMO

To: Chief Ed Griffin

CC: Det. Sgt. Dean Roesler

From: Det. Kurt Dykman

Date: 5-5-00

Re: Transfer of ownership for liquor license at NE Corner Sherman Ave & Hwy. 31,
Muskegon, MI. 49440, Muskegon County.

Chief Griffin,

The Muskegon Police Department has received a request from the Michigan Liquor Control Commission for an investigation for applicant RT Michiana Franchise, L.L.C. a Delaware Limited Liability Company.

RT Michiana Franchise, L.L.C. is requesting to transfer ownership of an existing 1998 Class C license (in escrow) from Rafter Inn, Inc.; and transfer location from 2245 Lakeshore, Harbor Beach, MI 48441, Sand Beach Township, Huron County to the NE corner of Sherman Ave and Hwy. 31 Muskegon MI.

I have spoken with Jerry D. Smith, W/M, 2-3-53. Jerry is the applicant in this request. He has requested for transfer of ownership of the license and added that he will be rescinding the Dance/Entertainment permit back to the state.

I have searched MPD records and conducted a Criminal History Check and find no reason to deny this transfer.

Respectfully submitted,



Det. Kurt Dykman

data/common/RTmichiana

MICHIGAN DEPARTMENT OF COMMERCE
LIQUOR CONTROL COMMISSION

Reg Id #62142

RESOLUTION

2000-57(a)

At a Regular meeting of the City Commission
(Regular, or Special) (Township Board, City or Village Council)

called to order by Mayor Nielsen on May 23, 2000 at 5:30 P.M.

the following resolution was offered:

Moved by Commissioner Aslakson and Supported by Commissioner Spataro

That the request from RT MICHIANA FRANCHISE, LLC (A DELAWARE LIMITED LIABILITY COMPANY) to transfer ownership of 1998 12 Months Resort Class C licensed business located in escrow at 2245 S. Lakeshore, Harbor Beach, MI 48441, Sand Beach Township, Huron County, from RAFTERS INN, INC.; and transfer location (governmental unit) to NE Corner Sherman, & Hwy. 31, Muskegon, MI 49440, Muskegon County
be considered for Approval
(Approval or Disapproval)

Approval

Yeas: 6

Nays: 0

Absent: 1

Disapproval

Yeas:

Nays:

Absent:

It is the consensus of this legislative body that the application be Recommended
(Recommended or
not Recommended) for issuance.

State of Michigan)
County of Muskegon) SS

I hereby certify that the foregoing is a true and complete copy of a resolution offered and adopted by the

City Commission at a Regular
(Regular or Special)

meeting held on the 23rd of May, 2000.
(Date)

(Signed)

Gail A. Kunderger
(Township, City, or Village Clerk)

Gail A. Kunderger, City Clerk
933 Terrace, PO Box 536

(Address of Township, City or Village Board)
Muskegon, MI 49443-0536

SEAL

LIQUOR LICENSE REVIEW FORM

Business Name: RT MICHIANA FRANCHISE, LLC

AKA Business Name (if applicable): _____

Operator/Manager's Name: Jerry D. Smith, 4870 Westgate Circle, Holt, MI
48842

Business Address: NE Corner of Sherman & Hwy. 31

Reason for Review:

New License ☐ Transfer of Ownership ☐ Dance Permit ☐

Drop/Add Name on License ☐ Transfer Location ☒

Drop/Add Stockholder Name ☐ New Entertainment Permit ☐

Other _____

Deadline for receipt of all information: May 12, 2000

Police Department Approved ☒ Denied ☐ No Action Needed ☐

Income Tax Approved ☐ Owing ☐ Amount: _____

Treasurer Approved ☐ Owing ☐ Amount: _____

Zoning Approved ☐ Denied ☐ Pending ZBA ☐

Clerk's Approved ☐ Owing ☐ Amount: _____

Fire/Inspection Services Compliance ☐ Remaining Defects _____

Department Signature Edward E. Griffin

APR 24 2000

Gail A. Kunderger, City Clerk
Liquor License Coordinator

J. J. H.
4-19-00

Michigan Department of Consumer & Industry Services

LIQUOR CONTROL COMMISSION

7150 Harris Drive

P.O. Box 30005

Lansing, Michigan 48909-7505

POLICE INVESTIGATION REQUEST

[Authorized by MCL 436.1(4)]

To: Muskegon Police Department
Chief of Police
980 Jefferson Street
PO Box 536
Muskegon, MI 49443-0536

Date: April 17, 2000
REF#:
REQ ID#:62142

Chief Law Enforcement Officer

Applicant:

RT MICHIANA FRANCHISE, LLC (A DELAWARE LIMITED LIABILITY COMPANY) requests to transfer ownership of 1998 12 Months Resort Class C licensed business with Dance Permit, Entertainment Permit without dressing rooms, and Official Permit (Food), located in escrow at 2245 S. Lakeshore, Harbor Beach, MI 48441, Sand Beach Township, Huron County, from RAFTERS INN, INC.; and transfer location (governmental unit) to NE Corner Sherman, & Hwy. 31, Muskegon, MI 49440, Muskegon County.

Please make an investigation of the application. If you do not believe that the applicants are qualified for licensing, give your reasons in detail. Complete the Police Inspection Report on Liquor License Request, LC-1800, or for Detroit police, the Detroit Police Investigation of License Request, LC-1802. If there is not enough room on the front of the form, you may use the back.

Forward your report and recommendations of the applicant to the Licensing Division.

If you have any questions, contact the Licensing Division at (517) 322-1400, after 10:00 a.m.

LC-1972 Rev. 6/92
4880-1658

sfs

POLICE INSPECTION REPORT, ON LIQUOR LICENSE REQUEST

(Authorized by MCL 436.7a)

J. J. H. *4-19-00*

Important: Please conduct your investigation as soon as possible and complete all four sections of this report.
Return the completed report and fingerprint cards to the Commission.

BUSINESS NAME AND ADDRESS: (include zip code) RT MICHIANA FRANCHISE, LLC (A DELAWARE LIMITED LIABILITY COMPANAY), NE Corner Sherman, & Hwy. 31, Muskegon, MI 49440, Muskegon County

REQUEST FOR: Transfer ownership of 1998 12 Months Resort Class C licensed business (in escrow) with Dance Permit, Entertainment Permit without dressing rooms, and Official Permit (Food), from RAFTERS INN, INC.; and transfer location (governmental unit) from 2245 S. Lakeshore, Harbor Beach, MI 48441, Sand Beach Township, Huron County.

Section 1. NO FINGERPRINTS REQUIRED APPLICANT INFORMATION

APPLICANT #1: Jerry D. Smith - Member	APPLICANT #2:
HOME ADDRESS AND AREA CODE/PHONE NUMBER: 4870 Westgate Circle Holt, MI 48842 H(517)694-4822/B(517)694-9514	HOME ADDRESS AND AREA CODE/PHONE NUMBER:
DATE OF BIRTH: <i>2-3-53</i> If the applicant is not a U.S. Citizen: o Does the applicant have permanent Resident Alien status? ☐ Yes ☐ No o Does the applicant have a Visa? Enter status:	DATE OF BIRTH: If the applicant is not a U.S. Citizen: o Does the applicant have permanent Resident Alien status? ☐ Yes ☐ No o Does the applicant have a Visa? Enter status:
Date fingerprinted:	Date fingerprinted:

Attach the fingerprint card and \$15.00 for each card and mail to the Liquor Control Commission.

ARREST RECORD: ☐ Felony ☐ Misdemeanor Enter record of all arrests & convictions (attach a signed and dated report if more space is needed)	ARREST RECORD: ☐ Felony ☐ Misdemeanor Enter record of all arrests & convictions (attach a signed and dated report if more space is needed)
---	---

Section 2. Investigation of Business and Address to be Licensed

Can living quarters be reached from the inside of the establishment without going outside? ☐ Yes ☒ No

Does applicant intend to have dancing or entertainment?

☒ No ☐ Yes, complete LC-693N, Police Investigation Report: Dance/Entertainment Permit

Are gas pumps on the premises or directly adjacent? ☒ No ☐ Yes, explain relationship:

Section 3. Local and State Codes and Ordinances, and General Recommendations

Will the applicant's proposed location meet all appropriate state and local building, plumbing, zoning, fire, sanitation and health laws and ordinances, if this license is granted? ☒ Yes ☐ No

If you are recommending approval subject to certain conditions, list the conditions: (Attach a signed and dated report if more space is needed)

Section 4. Recommendation

From your investigation:

- Is this applicant qualified to conduct this business if licensed? ☒ Yes ☐ No
- Is the proposed location satisfactory for this business? ☒ Yes ☐ No
- Should this request be granted by the Commission? ☒ Yes ☐ No
- If any of the above 3 questions were answered no, state your reasons: (Attach a signed and dated report if more space is needed)

Edward E. Griffin
Signature (Chief of Police)

5-11-00
Date

J. L. H.
4-19-00

MICHIGAN DEPARTMENT OF COMMERCE
LIQUOR CONTROL COMMISSION
7150 Harris Dr.
P.O. Box 30005
Lansing, Michigan 48909

Req ID #62142

APPLICATION FOR OFFICIAL PERMIT FOR DIFFERENCE IN HOURS OF OPERATION
(Authorized by MAC Rule 436.1437)

APPLICANT OR LICENSEE:

RT Michiana Franchise, L.L.C. (A Delaware Limited Liability Company)

ADDRESS:

NE corner of Sherman Ave. and Highway 31, Muskegon, MI

TYPE OF LICENSE:

Class C

The Commission is requested to grant an after hours permit for: (check boxes that apply)

- ☒ Operating our restaurant for the sale of food
☐ Operating night league bowling, tournaments or Sunday morning bowling
☐ Registering golfers
☐ Registering Skiers
☐ Registering Tennis Players
☐ Other: (Not listed above)

During the Hours of:

Weekdays ----- A.M. to ----- A.M.

Sundays 11:00 A.M. to 12:00 A.M. noon
10 pm

It is understood that customers shall not be on the licensed premises for any activity other than the requested activity.

Licensee or Applicant Signatures:

Jerry Smith
Jerry Smith

LOCAL LAW ENFORCEMENT RECOMMENDATION

To: Law Enforcement Agency:

This Application is for official permits allowing the after hours operations indicated above. Will you please enter your recommendations below and return one signed copy to the Commission.

- ☒ Recommended: Comments: _____
☐ Recommended except for _____ permit
☐ Not Recommended

Signed: (Include title and date)

Edward E. Duffin, Chief

5-11-00



STATE OF MICHIGAN
DEPARTMENT OF CONSUMER & INDUSTRY SERVICES

LIQUOR CONTROL COMMISSION

7150 Harris Drive
P.O. Box 30005
Lansing, MI 48909-7505

PI NUMBER: 62142

LOCAL LAW ENFORCEMENT AGENCY REPORT

DANCE/ENTERTAINMENT/TOPLESS ACTIVITY PERMIT
(Authorized by MCL 436.1916)

RT MICHIANA FRANCHISE, LLC (A DELAWARE LIMITED LIABILITY COMPANY)

APPLICANT/LICENSEE

PHONE NUMBER

STREET ADDRESS

CITY

COUNTY

ZIP

PERMIT(S) REQUESTED: DANCE ☒ ENTERTAINMENT ☒

Cancelling

ACTIVITY ☒

- The dance floor will not be less than 100 square feet, is by customers. YES ☐ NO ☐ N/A ☐ *Dance/Ent.* ☒ *ed when there is dancing*
- Describe the type of entertainment applicant/licensee will provide: N/A ☐
- Will this entertainment include topless activity? YES ☐ NO ☐ N/A ☐

LAW ENFORCEMENT RECOMMENDATION

DANCE PERMIT	YES ☐	NO ☐	N/A ☐
ENTERTAINMENT PERMIT	YES ☐	NO ☐	N/A ☐
TOPLESS ACTIVITY PERMIT	YES ☐	NO ☐	N/A ☐

REMARKS

DATE SUBMITTED

OFFICER'S SIGNATURE

DEPARTMENT NAME

PHONE NUMBER

ADDRESS

CITY

LIQUOR LICENSE REVIEW FORM

Business Name: RT MICHIANA FRANCHISE, LLC

AKA Business Name (if applicable): _____

Operator/Manager's Name: Jerry D. Smith, 4870 Westgate Circle, Holt, MI
48842

Business Address: NE Corner of Sherman & Hwy. 31

Reason for Review:

New License ☐ Transfer of Ownership ☐ Dance Permit ☐

Drop/Add Name on License ☐ Transfer Location ☒

Drop/Add Stockholder Name ☐ New Entertainment Permit ☐

Other _____

Deadline for receipt of all information: May 12, 2000

Police Department Approved ☐ Denied ☐ No Action Needed ☐

Income Tax Approved ☒ Owing ☐ Amount: _____

Treasurer Approved ☐ Owing ☐ Amount: _____

Zoning Approved ☐ Denied ☐ Pending ZBA ☐

Clerk's Approved ☐ Owing ☐ Amount: _____

Fire/Inspection Services Compliance ☐ Remaining Defects _____

Department Signature *Denise D. Hy*

Gail A. Kundering, City Clerk
Liquor License Coordinator

LIQUOR LICENSE REVIEW FORM

Business Name: RT MICHIANA FRANCHISE, LLC

AKA Business Name (if applicable): _____

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Drop/Add Stockholder Name ☐ New Entertainment Permit ☐

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Treasurer Approved ☒ Owing ☐ Amount: _____

Zoning Approved ☐ Denied ☐ Pending ZBA ☐

Clerk's Approved ☐ Owing ☐ Amount: _____

Fire/Inspection Services Compliance ☐ Remaining Defects _____

Department Signature  5/1/00

Gail A. Kundinger, City Clerk
Liquor License Coordinator

LIQUOR LICENSE REVIEW FORM

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Treasurer Approved ☐ Owing ☐ Amount: _____

Zoning Approved ☒ Denied ☐ Pending ZBA ☐

Approved per Site Plan submitted to us for Ruby Tuesday's

Clerk's Approved ☐ Owing ☐ Amount: _____

Fire/Inspection Compliance ☐ Remaining Defects _____
Services _____

Department Signature *[Signature]*

Gail A. Kundering, City Clerk
Liquor License Coordinator

LIQUOR LICENSE REVIEW FORM

Business Name: RT MICHIANA FRANCHISE, LLC

AKA Business Name (if applicable): _____

Operator/Manager's Name: Jerry D. Smith, 4870 Westgate Circle, Holt, MI
48842

Business Address: NE Corner of Sherman & Hwy. 31

Reason for Review:

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Drop/Add Stockholder Name ☐ New Entertainment Permit ☐

Other _____

Deadline for receipt of all information: May 12, 2000

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Treasurer Approved ☐ Owing ☐ Amount: _____

Zoning Approved ☐ Denied ☐ Pending ZBA ☐

Clerk's Approved ☐ Owing ☐ Amount: _____

Fire/Inspection Services Compliance ☒ Remaining Defects Not built yet.
Plans have been reviewed +
Approved.

Department Signature Robert B. Lubicz 4/24/00

Gail A. Kundinger, City Clerk
Liquor License Coordinator

J. L.H.
4-19-00

STATE OF MICHIGAN
DEPARTMENT OF CONSUMER & INDUSTRY SERVICES
LIQUOR CONTROL COMMISSION
7150 Harris Drive
P.O. Box 30005
Lansing, MI 48909-7505

RECEIVED

APR 24 2000

City Clerks Office

LOCAL APPROVAL NOTICE

(Authorized by MCL 436.1501(2) and MAC 1105(2)(d))

Ref #

Req ID#62142

Date: April 17, 2000

To: Muskegon City Commission
933 Terrace Street
PO Box 536
Muskegon, MI 49443-0536

Applicant: RT MICHIANA FRANCHISE, LLC (A DELAWARE LIMITED LIABILITY COMPANY)

Jerry D. Smith, 4870 Westgate Circle, Holt, MI 48842 H(517)694-4822/B(517)694-9514

Local Legislative approval is required for new and transferring On-Premises licenses by MCL 436. 1501 of the Michigan Liquor Control Code of 1998. Local approval is also required for DANCE, ENTERTAINMENT, DANCE-ENTERTAINMENT OR TOPLESS ACTIVITY permits by authority of MCL 436.1916.

For your convenience a resolution form is enclosed that includes a description of the licensing transaction requiring approval. The clerk should complete the resolution certifying that your decision of approval or disapproval of the application was made at an official meeting. **Please return the completed resolution to the Liquor Control Commission as soon as possible.**

If you have any questions, please contact the On-Premise Section of the Licensing Division as (517) -322-1400.

**PLEASE COMPLETE ENCLOSED RESOLUTION AND RETURN
TO THE LIQUOR CONTROL COMMISSION AT ABOVE ADDRESS**

sfs

7000 0520 0013 9675 9587

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

PS Form 3800, February 2000 See Reverse for Instructions

Recipient's Name (Please Print Clearly) (To be completed by mailer)
15C
Street, Apt. No.; or PO Box No.
City, State, ZIP+4

Postage \$
Certified Fee
Return Receipt Fee (Endorsement Required)
Restricted Delivery Fee (Endorsement Required)
Total Postage & Fees \$

Postmark
5226-00
#2000-
57 (a)

U.S. Postal Service
CERTIFIED MAIL RECEIPT
(Domestic Mail Only: No Insurance Coverage Provided)



oreline City

2. Article Number (Copy from service label)
7000 0520 0013 9675 9587
PS Form 3811, July 1999

Domestic Return Receipt

102595-99-M-1789

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Liquor Control Commission
7150 Harris
PO Box 30005
Lansing, MI 48909-7505

COMPLETE THIS SECTION ON DELIVERY

A. Received by (Please Print Clearly) B. Date of Delivery

C. Signature of Agent or Addressee
X
D. Is delivery subject to return from item 1? Yes ☐ No ☐
If YES, enter delivery address below: ☐ Yes ☐ No

POST OFFICE BOX 30005
LANSING, MICHIGAN 48909-7505
JUL 27 2000

3. Service ☒ Certified Mail ☐ Express Mail
☐ Registered ☐ Return Receipt for Merchandise
☐ Insured Mail ☐ C.O.D.
4. Restricted Delivery? (Extra Fee) ☐ Yes

Liquor Control Commission
7150 Harris
PO Box 30005
Lansing, MI 48909-7505

REF: #62142
NE Corner of Sherman & Hwy. 31
Muskegon, MI

To Whom It May Concern:

Enclosed is the resolution, police inspection re
for official permit for difference in hours of op
MICHIANA FRANCHISE, LLC.

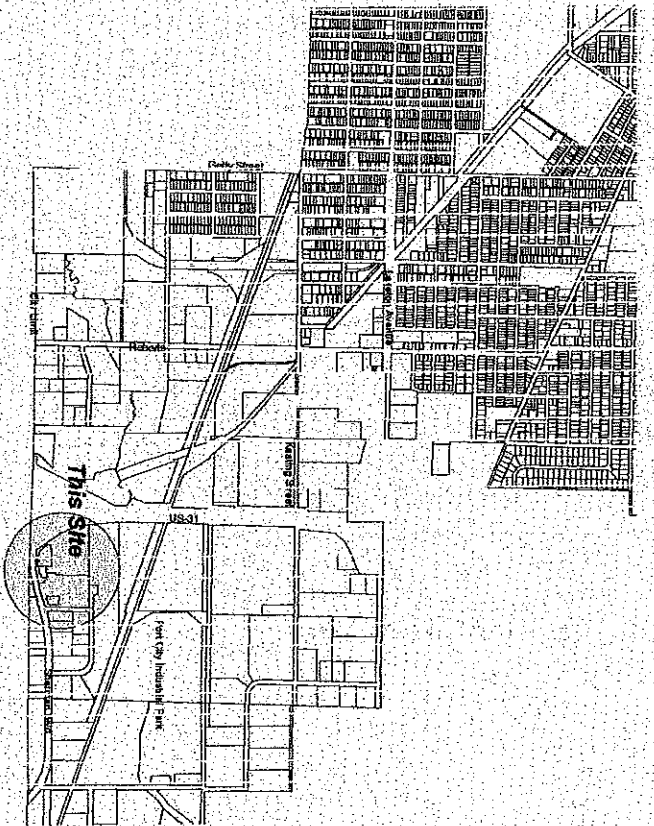
Please do not hesitate to call me at (231) 724-6

Sincerely,

Linda Potter

Linda Potter
Deputy Clerk

Enc.



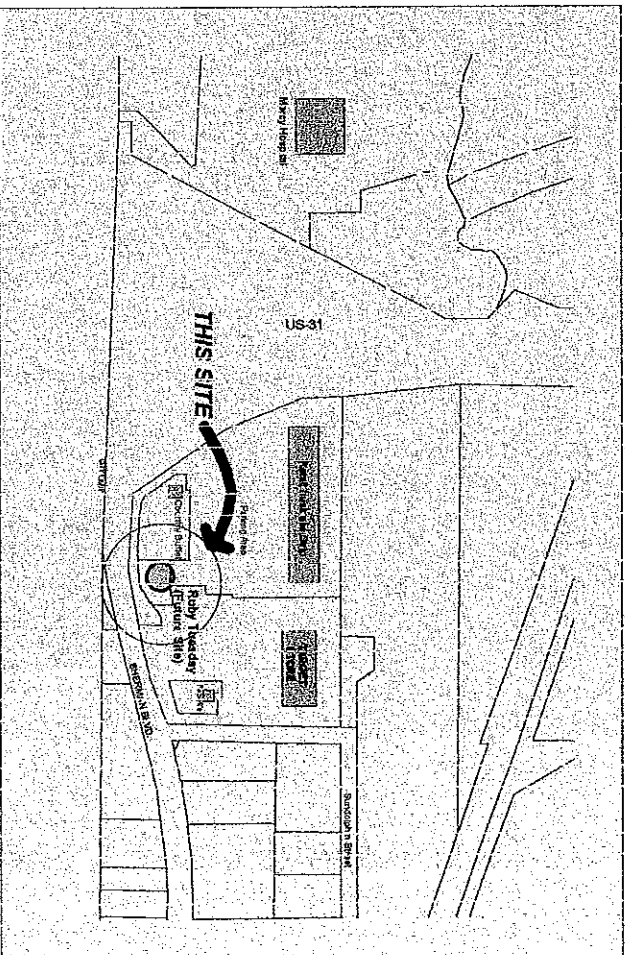
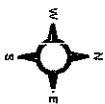
LOCATION PLAN

LEGEND:

- Property
- Ruby Tuesday

Prepared by:
Planning & Econ. Dev. Dept.
City of Muskegon, Michigan
Date: May 2000
Staff: Michael V.
File: cmm nonhtriscproj/rubytues.apr

FUTURE SITE for RUBY TUESDAY Sherman Blvd., Muskegon, Michigan



SITE DETAIL

AGENDA ITEM

**CITY COMMISSION MEETING
May 23, 2000**

TO: Honorable Mayor and City Commissioners
FROM: Gail Kundinger, City Clerk
DATE: May 16, 2000
SUBJECT: Muskegon Carriage Company License

SUMMARY OF REQUEST: To approve the request to license two (2) carriages for operation in the City of Muskegon for 2000-2001 licensing year. The carriages will be inspected by the police department and proper insurance will be submitted with the application and prior to issuance of a license.

BUDGET ACTION REQUIRED: None

FINANCIAL IMPACT: None

STAFF RECOMMENDATION: Approval of the request.

COMMITTEE RECOMMENDATION: None.

APPLICATION FOR TAXICAB OPERATOR
in the
CITY OF MUSKEGON, MICHIGAN

Name of Company (d,b,a.) MUSKEGON CARRIAGE CO.

Address of Office 557 W. CLAY / MUSKEGON, MI. 49840

Name & Residence of each person interested) SCOTT SIERADZKI Age 42
in or connected with the) _____ Age _____
above, individual, firm or) _____ Age _____
corporation.) _____ Age _____
_____ Age _____
_____ Age _____

Present Business of each person connected with the above application. ~

Give experience of applicant in taxicab business in this City or elsewhere. OVER 10 YEARS EXPERIENCE

IN MUSKEGON
Number of cabs applicant proposes to use (2)

Are there any unpaid or unbonded judgments of record against the applicant NO

Have any of the persons connected with the above as individual, firm or corporation been charged with or convicted of any crime or misdemeanor, if so, state date and Court. NO

Name of insurance company with which applicant is insured and amount of coverage. J.M. WILSON (CENTRAL PROP. & CASUALTY)

Name of local agent or representative. LISA MAULEY (517) 321-7777

Is the above applicant the sole owner of all the automobiles proposed to be used? YES

State liens, mortgages or other encumbrances including conditional sales contracts on such taxicabs. NONE

Attached hereto is a list of the automobiles with name of make, body-style, year, serial and engine number, state license plate number, seating capacity, weight of car which is considered a part of this application.

The applicant's annual financial and profit and loss statements covering his operations during the last preceding fiscal year shall be attached to this application.

Signature Scott Sieradzki

Subscribed and sworn to before me a Notary Public in and for Muskegon County, Michigan, this 17th day of May, 2000.

My commission expires 10-01-2000

David O. Kendergei
Notary Public

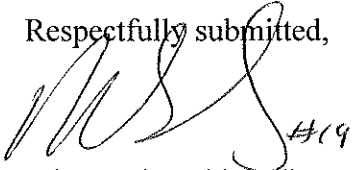
Application Approved

MEMO

To: Gail A. Kunding
From: Monica Shirey
Subject: Horse drawn taxi inspection
Date: May 22, 2000

On May 22, 2000 I inspected two horse drawn taxi's for Mr Scott Sieradzki. Both taxi's passed my inspection and were in compliance with the ordinances of the City of Muskegon.

Respectfully submitted,

A handwritten signature in black ink, appearing to be 'MS' followed by a large flourish and the number '19'.

Ofc Monica Shirey #19

Kundinger, Gail

From: Smith, Derrick
Sent: Friday, May 19, 2000 11:40 AM
To: Kundinger, Gail
Cc: Paul, Tim; Dailey, Angie
Subject: Muskegon Carriage Co License Request

Gail,

Per review of city records, we have found that there are two outstanding invoices for inspection services at 557 W Clay and an unpaid water/sewer account balance for 557 W Clay as follows:

Invoice # 9806110, issued on 07/31/98 in the amount of \$30.00

Invoice # 9807341, issued on 09/28/98 in the amount of \$30.00

Water/Sewer utility account # 227032501 (bill due 7/2/99 -\$15.00 and bill due 11/8/99 -\$15.00) - balance due = \$30.00

In addition, per review with City Assessor's Office, there have been no personal property tax statements filed for this business with the Assessor. In light of the fact that this is a business operating with an office in the City of Muskegon, logically, one would expect that there might be some business assets reportable on a personal property tax statement. The carriages would not have to be included on the personal property tax statement if they are licensed through the Secretary of State's Office.

Thanks for your cooperation.

Commission Meeting Date: May 23, 2000

*Needs
2nd Reading*

Date: May 11, 2000
To: Honorable Mayor and City Commissioners
From: Planning & Economic Development *B*
RE: Rezoning request for property located at 211 Irwin Ave.

SUMMARY OF REQUEST:

Request to rezone property located at 211 Irwin Ave. (SE corner of Irwin Ave. and Hoyt St.), from R-1, Single-Family Residential to B-1, Limited Business.

FINANCIAL IMPACT:

None

BUDGET ACTION REQUIRED:

None

STAFF RECOMMENDATION:

Staff recommends approval of the request due to compliance with the future land use map and Master Land Use Plan.

COMMITTEE RECOMMENDATION:

The Planning Commission recommended approval of the request at their 5/10/00 meeting. The vote was:

Yes:	Veltkamp, Abraham, Mazade, Nielsen
No:	Sartorius, Coleman
Absent:	Aslakson, Kleaveland, Smith

Commission Meeting Date: May 23, 2000

Date: May 10, 2000
To: Honorable Mayor and City Commissioners
From: Planning & Economic Development *ebc*
RE: Purchase of Property from Verplank Dock Co. for the
Muskegon Lakeshore Trail

SUMMARY OF REQUEST:

Approval of resolution and purchase agreement for property owned by Verplank Dock Co. (formerly owned by CMS), which is required for the Lakeshore Trail (see enclosed map). The purchase price is \$50,000.00. Through this agreement, the City will also be agreeing to consider bids by Asphalt Paving Inc. and Verplank Trucking Co. when the trail project for this particular property is bid for construction. The purchase agreement has already been signed by Verplank.

FINANCIAL IMPACT:

Purchase will allow the Lakeshore Trail project to continue. The price for the property is \$50,000.00 and the purchase will be completed with funds received from the sale of the Chase Hammond Golf Course.

BUDGET ACTION REQUIRED:

None

STAFF RECOMMENDATION:

Staff recommends that the Mayor and Clerk sign the resolution and purchase agreement, and recommends that the City Commission authorize staff to complete the purchase according to the terms of the agreement.

COMMITTEE RECOMMENDATION:

None.

CITY OF MUSKEGON

RESOLUTION #2000- 57(d)

RESOLUTION APPROVING THE PURCHASE OF TRAIL PROPERTY

WHEREAS, the City of Muskegon is in the process of purchasing properties for the Muskegon Lakeshore Trail Project, and the Verplank Dock. Co. property has been identified as necessary for the project;

WHEREAS, the purchase of this property from Verplank would allow the trail project to proceed;

WHEREAS, the City of Muskegon has made a commitment to the Michigan Department of Natural Resources to purchase specific trail properties as part of the conversion of the Chase Hammond Golf Course property, and the subject property is included in that commitment;

WHEREAS, Verplank Dock Co. has signed a purchase agreement for the property at the price of \$50,000 for the 16-foot strip;

WHEREAS, the City of Muskegon is agreeing to the provisions of the purchase agreement, including consideration of bids by Asphalt Paving, Inc, and Verplank Trucking Co, for construction of the trail across this particular property;

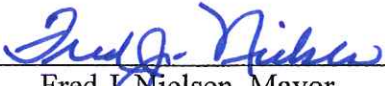
NOW, THEREFORE BE IT RESOLVED, that the City of Muskegon agrees to purchase the subject property identified in the purchase agreement at the cost of \$50,000.

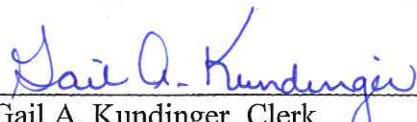
Resolution adopted this 23rd day of May, 2000.

Ayes: Schweifler, Shepherd, Sieradzki, Spataro, Aslakson

Nays: None

Absent: Benedict (excused)

By: 
Fred J. Nielsen, Mayor

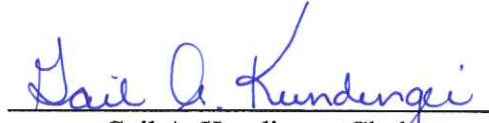
Attest: 
Gail A. Kunding, Clerk

CERTIFICATION

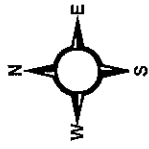
This resolution was adopted at a regular meeting of the City Commission, held on May 23, 2000. The meeting was properly held and noticed pursuant to the Open Meetings Act of the State of Michigan, Act 267 of the Public Acts of 1976.

CITY OF MUSKEGON

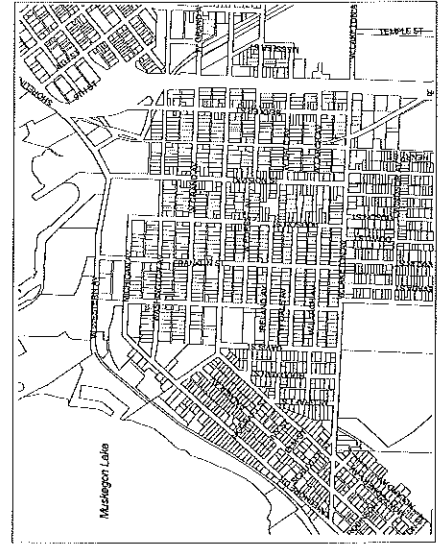
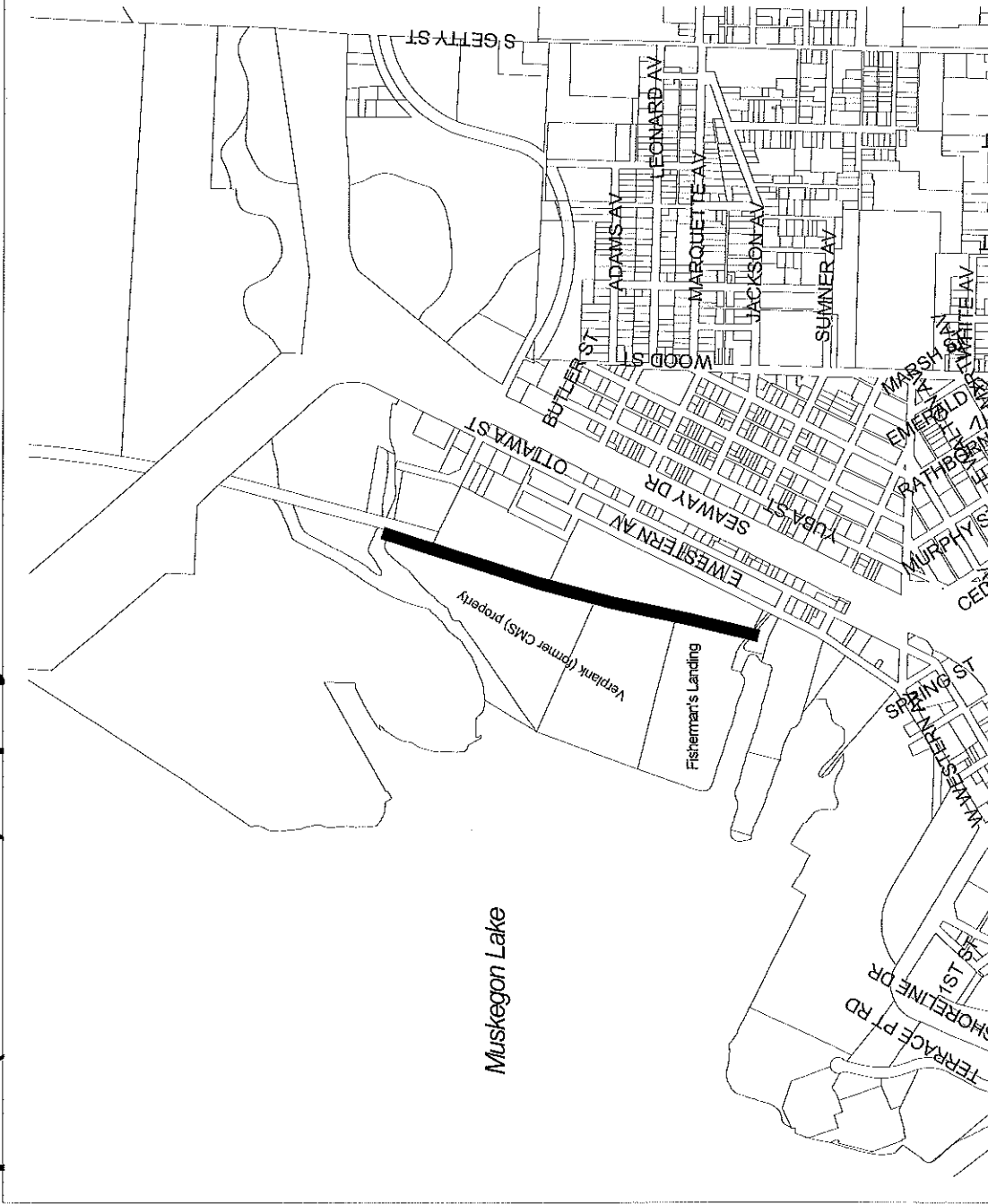
By


Gail A. Kunderger, Clerk

City of Muskegon Muskegon Lakeshore Trail Property Verplank (former CMS) Property



 = Subject Property(ies)



REAL ESTATE PURCHASE AGREEMENT

THIS AGREEMENT is made May 23, 2000, by and between **VERPLANK DOCK CO.**, a Michigan corporation, of P.O. Box 8, Ferrysburg, Michigan, 49409 ("Seller"), and the **CITY OF MUSKEGON**, 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") specifically described as:

That part of Sections 17 and 20, Town 10 North, Range 16 West, City of Muskegon, Muskegon County, Michigan, described as: Beginning at a point on the Westerly line of the CSX Railroad right-of-way which is South 09 degrees 36 minutes 47 seconds West, along the Westerly line of the CSX Railroad, 1229.71 feet AND North 78 degrees 28 minutes 13 seconds West 135.00 feet from the intersection of the Southwesterly line of M-120 Causeway and the Westerly line of the CSX Railroad right-of-way; thence South 09 degrees 28 minutes 05 seconds West along said Westerly line 3004.77 feet; thence North 80 degrees 31 minutes 55 seconds West 16.00 feet; thence North 09 degrees 28 minutes 05 seconds East 3005.35 feet; thence South 78 degrees 28 minutes 13 seconds East 16.01 feet to the point of beginning;

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 Thousand Dollars (\$50,000), payable in cash or by City check to Buyer at closing, and in addition the following consideration:

2.1 At such time as the trail project on the property sold by this agreement is placed out for bids, Seller agrees to include bids by Asphalt Paving, Inc., for asphalt paving, and Verplank Trucking Co., for necessary base material aggregates to be used on the trail where it is constructed on the said property, and if there is more than one bid, and further, the bids by Asphalt and Verplank are not the highest bids, they shall be awarded to the said companies. The bid solicitation may combine the said services, supplies and functions or bid them separately in the sole discretion of the City. MDOT must approve this arrangement.

2.2 Buyer agrees, at its expense, to erect a six foot cyclone fence on the above property two feet Easterly of the property line on the Westerly side of the bike path.

2.3 Buyer agrees to allow Consumers Energy to relocate its power line onto the two feet along the Westerly edge of the above bike path property (between the fence and the property line).

3. **Taxes and Assessments.** All taxes and assessments which are due and payable at the time of closing shall be paid by Seller prior to or at closing. All taxes and special assessments which become due and payable after closing shall be the responsibility of Buyer; **provided**, because the Premises is part of a larger property, the parties agree that Seller shall pay in full all taxes due in 2000, including those billed on December 1, 2000, and Buyer shall reimburse Seller for a prorated portion of the said December 2000 tax bill, which shall be prorated prospectively in accordance with MCL 211.2 (3).

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 are, in the sole discretion of Buyer, deemed unreasonable, 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 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 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 Seller wishes to remove shall be removed on or before closing. 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. Buyer may elect to purchase the Premises subject to said encroachment or variation. Further, Buyer has obtained a survey and is

satisfied with same, provided no change has been made to the property since the date of the survey.

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 by it 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, but the premises may have been characterized as part of a "facility" under Michigan law. The Premises may constitute a facility because of historic fill materials in or in the vicinity of the Premises. Seller is unaware of any plume of contaminated groundwater in or affecting the Premises.

c. The Premises does not include any "underground storage tank," as that term is defined by state or federal law to the best of Cole's knowledge.

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.** SUBJECT TO THE ABOVE REPRESENTATIONS, NO IMPLIED WARRANTIES OF HABITABILITY, QUALITY, CONDITION, FITNESS FOR A PARTICULAR PURPOSE, OR ANY OTHER IMPLIED WARRANTIES SHALL OPERATE BETWEEN SELLER AND BUYER. BUYER UNDERSTANDS AND AGREES THAT THE PREMISES ARE TAKEN "AS IS," SUBJECT TO THE EXPRESS COVENANTS, CONDITIONS AND/OR EXPRESS WARRANTIES CONTAINED IN THIS PURCHASE AGREEMENT, ALSO SUBJECT TO THE ABOVE WARRANTY OF SELLER CONCERNING HAZARDOUS SUBSTANCES. BUYER FURTHER SAYS THAT IT HAS PERSONALLY INSPECTED THE PREMISES AND IS SATISFIED WITH THE CONDITION OF THE LAND, TAKING INTO ACCOUNT THE REPRESENTATIONS OF SELLER.

9. **Real Estate Commission.** Buyer and Seller both acknowledge and agree that neither has dealt with any real estate agents, brokers or salespersons regarding this sale, and that no agent, broker, salesperson or other party is entitled to a real estate commission upon the closing of this sale. Buyer and Seller both agree to indemnify and hold the other harmless from

any liability, including reasonable attorney fees, occasioned by reason of any person or entity asserting a claim for a real estate commission arising from actions taken by the other party.

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, Muskegon, Michigan. If necessary, 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 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 and convey marketable title to the extent required by this Agreement or by the title insurance company. Buyer shall pay for the cost of recording the warranty deed to be delivered at closing and the title company fees for closing.

15. **General Provisions.**

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

b. **Pronouns.** When applicable, pronouns and relative words shall be read as plural, feminine or neuter.

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

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

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

f. **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.

g. **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.

h. **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:

Lynda Hughey

SELLER: VERPLANK DOCK CO.

TID Number: 38-2478808

By Joseph L. Burns

Its PRESIDENT

By _____

Its _____

Linda Potter
Linda Potter

Angie Berdinka
Angie Berdinka

BUYER: CITY OF MUSKEGON

By Fred J. Nielsen
Fred J. Nielsen, Mayor

By Gail A. Kunderger
Gail A. Kunderger, Clerk

Drafted by:
G. Thomas Johnson
Parmenter O'Toole

Business Address:
175 W. Apple Avenue, P.O. Box 786
Muskegon, Michigan 49443-0786
Telephone: 231/722-1621

Commission Meeting Date: May 23, 2000

Date: May 17, 2000
To: Honorable Mayor and City Commissioners
From: Planning & Economic Development *cbl*
RE: Sale of Vacant Land on Dudely Avenue in Marquette

SUMMARY OF REQUEST:

To approve the sale of the lot 138 described as map number 24-31-21-403-016 to Emmitt Kinsey Jr. for the construction of a single-family home with approximately 1,200 square feet of living space. The lot is 65 feet X 132 feet. The appraised value of the land is \$3,000, which is the cost at which Mr. Kinsey is willing to pay. Staff is poised to close on May 24, if the item is approved, contingent upon Mr. Kinsey not owing any debts to the City.

FINANCIAL IMPACT:

The sale of the property will allow the City to collect taxes on the new home and relieve the City of continued maintenance costs.

BUDGET ACTION REQUIRED:

None

STAFF RECOMMENDATION:

Staff recommends approval of the sale, as well as, authorization for both the Mayor and the Clerk to sign the attached resolution and deed contingent upon payment of all outstanding obligations to the City.

COMMITTEE RECOMMENDATION:

None.

Resolution No. 2000-57(e)

MUSKEGON CITY COMMISSION

RESOLUTION APPROVING THE SALE OF URBAN RENEWAL PLAT NO 1 LOT 138.

WHEREAS, Emmitt Kinsey Jr. wishes to purchase Urban Renewal Plat No 1 lot 138, located on Dudley Avenue near the corner of Creston for \$3,000;

WHEREAS, the sale would enable the City to place these properties back on the tax rolls, and would relieve the City of further maintenance costs;

WHEREAS, Mr. Kinsey has agreed to the terms of sale which stipulate that the property be developed for a single-family residence within 18 months from the date of sale;

WHEREAS, the sale would be in accordance with existing City policies and those of HUD, concerning the disposition of Urban Renewal lands;

NOW THEREFORE BE IT RESOLVED, that Map # 24-31-21-403-016 be sold to the aforementioned buyer contingent upon payment of all outstanding City obligations.

(Urban Renewal Plat No 1 lots 138)

Adopted this 23 day of May, 2000

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

Nays: None

Absent Benedict (excused)

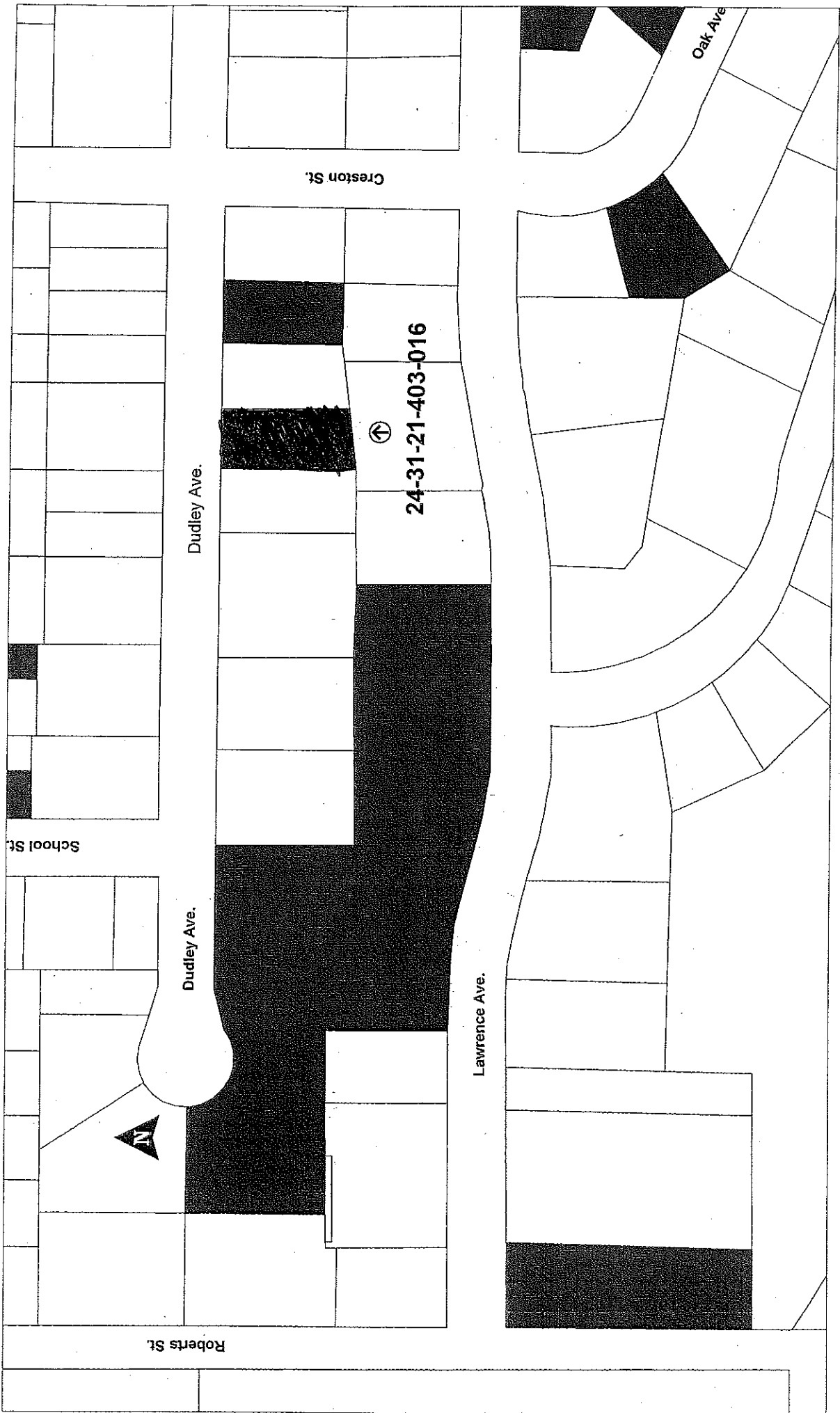
By: Fred J. Nielsen
Fred J. Nielsen, Mayor

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 May 23, 2000.

By: Gail Kunding
Gail Kunding, Clerk



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 Emit Kinsey, Jr. of 1360 Lawrence Ave., Muskegon, MI 49442

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

Urban Renewal Plat No. 1 Lot 138

for the sum of Three thousand (\$3,000.00) Dollars.

PROVIDED, HOWEVER, Grantee, or her assigns, shall commence construction of one home on the premises herein conveyed within eighteen (18) months after date hereof. In default of such construction, title to the premises herein conveyed shall revert tot the City of Muskegon free and clear of any claim of Grantee or her assigns; and, in addition thereto, the City of Muskegon may retain the consideration for this conveyance free and clear of any claim of Grantee or her assigns. "Commence construction" means 1) the issuance of a residential building permit by the City of Muskegon; and 2) in the sole opinion of the City of Muskegon's Director of Inspections, twenty-five (25%) percent completion of the dwelling described in the said building permit.

In the event of reversion of title of the above described premise, improvements made thereon shall become the property of the Grantor.

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 26th day of May 2000

Signed in the presence of:

CITY OF MUSKEGON

By Fred J. Nielsen
Fred J. Nielsen, Its Mayor

and Gail A. Kunding
Gail A. Kunding, Its Clerk

Gloria Coburn
Gloria Coburn

STATE OF MICHIGAN
COUNTY OF MUSKEGON

The foregoing instrument was acknowledged before me this 26 day of May 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 L. Johnson
Notary Public, Muskegon County, Michigan
My commission expires: 7-25-02

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

REAL ESTATE PURCHASE AGREEMENT

THIS AGREEMENT is made May 23, 2000 by and between the CITY OF MUSKEGON, a municipal corporation, with offices at 933 Terrace Street, Muskegon, Michigan 49440 ("Seller"), and Emit Kinsey Jr. ("Buyer"), of 1360 Lawrence Avenue, Muskegon, MI 49442.

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, the real property located in the City of Muskegon, Muskegon County, Michigan ("Premises"), and specifically described as:

***Urban Renewal Plat
No. 1 Lot 138***

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 Three thousand Dollars (\$3,000), payable in cash or certified funds, 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 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, 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 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 Buyer's option. The premium for the owners title policy shall be paid by Seller.

5. **Covenant to Construct Improvements and Use.** Buyer acknowledges that, as part of the consideration inuring to the City, Buyer covenants and agrees to construct on the premises a single family home, up to all codes, within eighteen (18) months of the closing of this transaction. The home shall be substantially completed by that time and, in the event said substantial completion has not occurred, in the sole judgement of the City, the property and all improvements then installed shall revert in title to the City, without any compensation or credit to Buyer. Buyer further covenants that the home shall be owner occupied for five (5) years after the closing. The covenants in this paragraph shall survive the closing and run with the land.

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 to Buyer that to the best of Seller's knowledge, the Premises have been used and operated in compliance with 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. This representation is made subject to any environmental studies or evidence which may be available, including, without limitation, filings with the City, any other governmental unit, or the State of Michigan or the United States, or evidence in the control of any person or party having knowledge of or interest (at any time) in the premises. Seller does not warrant that such laws or regulations have not been violated, or that releases have not occurred.

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." BUYER HAS PERSONALLY INSPECTED THE PREMISES AND IS SATISFIED WITH THE CONDITION OF THE LAND, AND THE BUILDINGS AND IMPROVEMENTS THEREON, AND UNDERSTANDS 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 SELLER.

9. **Real Estate Commission.** Buyer and Seller both acknowledge and agree that neither has dealt with any real estate agents, brokers or salespersons regarding this sale, and that no agent, broker, salesperson or other party is entitled to a real estate commission upon the closing of this sale. Buyer and Seller both agree to indemnify and hold the other harmless from any liability, including reasonable attorney fees, occasioned by reason of any person or entity asserting a claim for a real estate commission arising from actions taken by the other party.

10. **Closing.** The Closing date of this sale shall be on or before **July 15, 2000** – ("Closing"). The closing shall be conducted at Transnation Title Insurance Company, 570 Seminole Road, Ste 102, Muskegon, MI 49444. If necessary, the parties shall execute an IRS closing report at Closing.

11. **Delivery of Deed.** Seller shall execute and deliver a quit claim 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 deed to be delivered at Closing.

15. General Provisions.

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

b. **Pronouns.** When applicable, pronouns and relative words shall be read as plural, feminine, or neuter.

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

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

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

f. **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 the Agreement, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision(s) had never been contained herein.

g. **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. **Modifications 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

Gloria Coburn
Gloria Coburn

[Signature]

SELLER: CITY OF MUSKEGON

By: [Signature]
Fred J. Nielsen, Mayor

By: Gail A. Kunding
Gail A. Kunding, City Clerk

BUYER: Emit Kinsey Jr.

By: Emit Kinsey Jr.

It's: _____

Social Security No. 376 - 78 - 5992

Drafted by:
PARMENTER O'TOOLE
BY: G. Thomas Johnson

Business Address:
175 W. Apple Ave, P.O. Box 786
Muskegon, Michigan 49443-0786

TRANSACTION TITLE INSURANCE CO
570 SEMINOLE ROAD, SUITE 102
MUSKEGON MI 49444

Date: May 24, 2000
Escrow Number: 410929

Property Address: V/L Dudley
Muskegon, Michigan 49442

SELLER'S STATEMENT			
	DEBIT		CREDIT
Purchase Price	\$		\$ 3,000.00
EXISTING LOAN			
Deposit of earnest money			
CLOSING FEES		250.00	
OWNERS PREMIUM		150.00	
Real Estate Commission			
Sub Total	\$	400.00	\$ 3,000.00
Amount due Seller	\$	2,600.00	
TOTALS	\$	3,000.00	\$ 3,000.00

The undersigned Sellers acknowledge Receipt of a copy of this statement and agree to the correctness thereof, and ratifies the disbursement of the funds as stated therein.

Seller(s) Signature(s):

City of Muskegon

BY

Tamika A. Hale, Assistant Planner

AFFIDAVIT OF TITLE

STATE OF MICHIGAN
COUNTY OF Muskegon

} SS

Title Commitment # 410929

That City of Muskegon, a Municipal Corporation being first duly sworn on oath says that they are the true and lawful owner(s) of the premises located at:

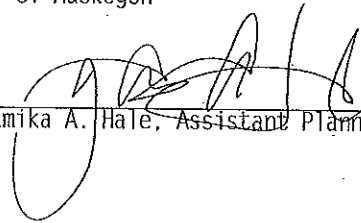
V/L Dudley
Muskegon, Michigan 49442

AND

1. That on this date hereof there is no mechanic's lien on the property and that no work has been done, or materials furnished, out of which a mechanic's lien could ripen.
2. That no agreement is in effect which would adversely affect the title to the property such as a purchase agreement, lease, land contract, option, etc. other than the contract with the grantees in a certain deed of even date hereof.
3. That the parties in possession other than the affiant(s) are bonafide tenants only and have no other interest in the premises whatsoever.
4. That there are no judgments or liens against affiant(s), including income tax liens, adversely affecting the title to said property.
5. That there are no unpaid taxes, special assessments or water bills outstanding other than those shown on the closing statement.
6. That any overlooked, unknown, or misquoted taxes, special assessments, water bills etc. shall be immediately paid by affiant(s) as soon as informed of such.

Seller(s):

City of Muskegon

BY 
Tamika A. Hale, Assistant Planner

Subscribed and sworn to, before me a Notary Public, this 24th day of May, 2000

Notary Public _____ County,
My Commission Expires: _____

PROPERTY TRANSFER AFFIDAVIT

This form must be filed whenever real estate or some types of personal property are transferred (even if you are not recording a deed). It is used by the assessor to ensure the property is assessed properly and receives the correct taxable value. It must be filed by the new owner with the assessor for the city or township where the property is located within 45 days of the transfer. If it is not filed timely, a penalty of \$5/day (maximum \$200) applies. The information on this form is NOT CONFIDENTIAL.

1. Street Address of Property V/L Dudley Muskegon, Michigan 49442	2. County Muskegon	4. Date of Transfer (or land contract was signed) 05/24/00
3. City/Township/Village of Real Estate Muskegon	☒ City ☐ Township ☐ Village	5. Purchase Price of Real Estate \$3,000
6. Property Identification Number (PIN) If you don't have a PIN, attach legal description. 61-24-610-000-0138-00		PIN. This number ranges from 10 to 25 digits. It usually includes hyphens and sometimes includes letters. It is on the property tax bill and on the assessment notice.
7. Seller's (Transferor) Name City of Muskegon	8. Buyer's (Transferee) Name and Mailing Address Emmitt Kinsey, Jr. V/L Dudley Muskegon, Michigan 49442	

Items 9 - 13 are optional. However, by completing them you may avoid further correspondence.

Transfers include deeds, land contracts, transfers involving trusts or wills, certain long-term leases and interest in a business. See the back for a complete list.

9. Type of Transfer
☐ Land Contract ☐ Lease
☐ Deed ☐ Other (specify) _____

10. Is the transfer between related persons?	☐ Yes ☐ No	11. Amount of Down Payment
12. If you financed the purchase, did you pay market rate of interest?	☐ Yes ☐ No	13. Amount Financed (Borrowed)

Exemptions

The Michigan Constitution limits how much a property's taxable value can increase while it is owned by the same person. Once the property is transferred, the taxable value must be adjusted by the assessor in the following year to 50 percent of the property's usual selling price. Certain types of transfers are exempt from adjustment. Below are brief descriptions of the types of exempt transfers; full descriptions are in MCL Section 211.27a(7)(a-m). If you believe this transfer is exempt, indicate below the type of exemption you are claiming. If you claim an exemption, your assessor may request more information to support your claim.

- ☐ transfer from one spouse to the other spouse
- ☐ change in ownership solely to exclude or include a spouse
- ☐ transfer of that portion of a property subject to a life lease or life estate (until the life lease or life estate expires)
- ☐ transfer to effect the foreclosure or forfeiture of real property
- ☐ transfer by redemption from a tax sale
- ☐ transfer into a trust where the settlor or the settlor's spouse conveys property to the trust and is also the sole beneficiary of the trust
- ☐ transfer resulting from a court order unless the order specifies a monetary payment
- ☐ transfer creating or ending a joint ownership if at least one person is an original owner of the property (or his/her spouse)
- ☐ transfer to establish or release a security interest (collateral)
- ☐ transfer of real estate through normal public trading of stocks
- ☐ transfer between entities under common control or among members of an affiliated group
- ☐ transfer resulting from transactions that qualify as a tax-free reorganization
- ☐ other, specify: _____

Certification

I certify that the information above is true and complete to the best of my knowledge.

Owner's Signature <i>Emmitt Kinsey, Jr.</i>	Date 5-24-00	If signer is other than the owner, print name and title.
--	-----------------	--

ACKNOWLEDGEMENT OF HOMESTEAD EXEMPTION AFFIDAVIT
AND REQUEST TO RESCIND/WITHDRAW HOMESTEAD EXEMPTION
AND PROPERTY TRANSFER AFFIDAVIT

FILE # 410929

DATE: May 24th 2000

The undersigned acknowledges receipt of the Property Transfer Affidavit form (Michigan Department of Treasury form No. L-4260) as same is required by Public Act 415 of 1994 which imposes obligations on purchasers/transferees to file said form within 45 days of the date of transfer. The undersigned further acknowledges that Transnation Title Insurance Company is under no obligation to provide said form but does so as an accommodation to the undersigned. The undersigned assume(s) all liability relative to compliance with the Act and, accordingly, holds the Company harmless from and against any liability relative thereto.

Please check one of the following:

- ☐ The undersigned do not request Transnation Title Insurance Company to file the form on their behalf.
- ☒ The undersigned request that the Company mail the form by first class mail and acknowledges 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 said form is not received or properly processed by the local tax collecting unit.

The undersigned acknowledges receipt of the Homestead Exemption Affidavit form (Michigan Department of Treasury Form No. 2368) as same is required by Public Act 415 of 1994 which imposes obligations on purchasers/transferees to file said form within 45 days of the date of transfer. The undersigned further acknowledges that Transnation Title Insurance Company is under no obligation to provide said form but does so as an accommodation to the undersigned. The undersigned assume(s) all liability relative to compliance with the Act and, accordingly, holds the Company harmless from and against any liability relative thereto.

Please check one of the following:

- ☒ The undersigned do not request Transnation Title Insurance Company to file the form on their behalf.
- ☐ The undersigned request that the Company mail the form by first class mail and acknowledges 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 said form is not received or properly processed by the local tax collecting unit.

PURCHASER(S) :

Emmitt Kinsey, Jr.
Emmitt Kinsey, Jr.

FILE # 410929
DATE: May 24th 2000
PROPERTY ADDRESS: V/L Dudley

The undersigned hereby acknowledge receipt of a Request to Rescind/Withdraw Homestead Exemption form (Michigan Department of Treasury Form No. 2602) as same is required by Public Act 237 of 1994.

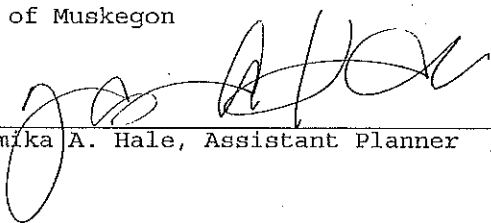
Please check one of the following:

- ☒ The undersigned do not request Transnation Title Insurance Company to file the form on their behalf.
- ☐ The undersigned have fully and properly completed the forms and request that Transnation Title Insurance Company file the form with the appropriate local tax collecting unit. The undersigned acknowledge and agree 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.

SELLER(S) :

City of Muskegon

BY


Tamika A. Hale, Assistant Planner

AGENDA ITEM NO. _____

CITY COMMISSION MEETING 5/23/00

TO: Vice Mayor and City Commissioners
FROM: Fred J. Nielsen, Mayor
DATE: May 16, 2000
RE: 2000 Michigan Municipal League Convention

SUMMARY OF REQUEST:

To approve participation at the 2000 Michigan Municipal League Convention for the Mayor on Mackinac Island September 27-30, 2000.

FINANCIAL IMPACT:

Approximately \$1,653.00

BUDGET ACTION REQUIRED:

None. Commission approval is necessary per the action of the Legislative/Policy Committee since the allotted \$1,500 for the Mayor has been exceeded.

STAFF RECOMMENDATION:

None.

COMMITTEE RECOMMENDATION:

None.

2000 MML CONVENTION ESTIMATED COSTS FOR MAYOR NIELSEN
MACKINAC ISLAND, MI
SEPTEMBER 27 -30, 2000

3-Day Registration:	\$ 225.00
Awards Luncheon:	\$ 22.00
Mayor's Luncheon:	\$ 22.00
Annual Banquet:	\$ 60.00
Guest Registration (Flo):	\$ 55.00
Annual Banquet (Flo):	\$ 60.00
Lodging @ Grand Hotel (\$170/night/person/3 nights):	\$1,020.00
Mileage Reimbursement:	\$ 189.00

ESTIMATED TOTAL:	<u>\$1,653.00</u>
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Date: May 23, 2000
To: Honorable Mayor and City Commissioners
From: Ric Scott 
RE: Launch Ramp Repair

SUMMARY OF REQUEST:

To authorize staff to contract with Great Lakes Docks to repair the four launch ramps

FINANCIAL IMPACT:

Not to exceed \$8,000 per dock

BUDGET ACTION REQUIRED:

None, money to come from the Marina Fund

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

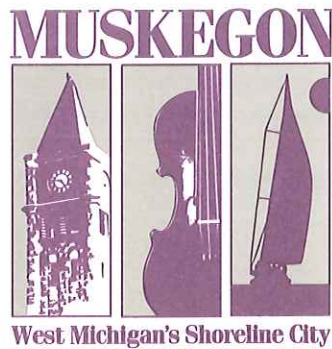
Police Dept.
231/724-6750
FAX/722-5140

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



May 23, 2000

To: Bryon Mazade

From: Ric Scott

Re: Repairs to Launch Ramps

Approved Cottage Grove
Bl Mazade
5-23-00

Due to the low water, we are having a problem getting boaters safely off the launch ramps. I have been trying to find a contractor to give me a price to repair them. Finally, I have received the attached letter from Great Lakes Docks to repair each of the launch ramps for less than \$8,000.

I would request that you authorize that work to be done at the four launch ramps on an emergency basis. The contractor is available now to do the work and I have no idea how soon we can get somebody else down to do the work

The launch ramps are one of the most utilized facilities we have and are a major tourist draw to the community.

Thank you for your consideration.



GREAT LAKES DOCK & MATERIALS

TOTAL MARINE SERVICES

1920 Lakeshore Drive
Muskegon, Michigan 49441
Telephone (231) 759-8230
Fax (231) 755-8410

May 22, 2000

City of Muskegon
Department of Leisure Services
Muskegon City Hall
Muskegon, MI 49444

RE: City Launch Ramps

Dear Mr. Ric Scott, Director:

Great Lakes Dock & Materials, LLC offers the following Proposal for your review and acceptance.

We Proposed to re-work the City's Launch Ramps in the following method.

On a Time & Material Basis we Proposed to:

Mobilize Men & Equipment to Excavate the Launch Ramps with an Long Reach Hydraulic Hoe

Temporary stockpile the Dredge Material along side of the ramp.

Install 2" - 4" Crushed Limestone at the base of the ramp to extend the ramp lakeward 10'-12'.

Truck away Dredge Spoil to an upland disposal site.

Clean-up and Demobilization of Men & Equipment

The Ramps shall be re-worked in the following order;
Cottage Grove, Grand Trunk, Hartshorn, Fisherman's Landing.

Time & Material charges shall not exceed \$ 8,000.00 each / per Launch Ramp

Please do not hesitate to contact me if you have any questions.

Sincerely,

George F. Bailey
Member

GFB/gfb

Memo

To: City Commission through City Manager
From: Robert B. Grabinski
CC:
Date: May 18, 2000
Re: Recommendations for 607 W. Clay

1. Inspectors will not be conducting further inspection of property prior to construction. Developer must have architect and/or engineer inspect building and submit plans for approval.
2. Site Plans Submitted, reviewed, & approved prior to building plan submittal.
3. \$5,000.00 escrow to remain until completion of project including final inspection and issuance of certificate of occupancy.
4. Make clear that failure to meet any time line item will result in demolition proceeding.
5. Foundation should be first priority in construction phase.

RECEIVED
MAY 17 2000
City Clerks Office 5:10 pm

May 17, 2000

Muskegon City Commission

RE: 607 W Clay Street / Please find the proposal and budget

Dear Commissioners:

Lakeside Investments, LLC wish to purchase the property at 607 W Clay Street from Scott Sieradzki. Scott and Lakeside Investments, LLC have reached a purchase agreement for the property. Lakeside hopes to purchase the property and lease a third of the property to Medendorp Real Estate. Lakeside also has two other tenants that have expressed a interest in locating there office in the property the first floor would be all office space with one accessible bathroom and a small kitchen. The second floor would have office space in the front, a bathroom and two studio apartments in the back that could also be used as a office. The time frame would be as follows:

5/2000- Collect additional information and meet with inspectors.

6/10/00- Submit plans for building department to review.

6/25/00- Get approval to purchase lot on south side from city for \$100.00

6/2000- Get site plans and obtain approval from Planing Commission for use

7/10/00- Purchase house from Scott. Escrow \$5000.00 with agreement it would be released after plumbing, electrical and mechanical inspections are approved.

7/20/00- Start construction (roof windows) and rough electrical, mechanical and plumbing

8/18/00- Paint and repair exterior

9/10/00- Start drywall

10/1/00- Trim out and install cabinets

11/1/00- Interior painting

SPECIALIZING IN FINE
RESIDENTIAL AND
COMMERCIAL REAL ESTATE

Dave Medendorp
Realtor, GRI

Steve Medendorp
Realtor

318 Houston Ave.
Suite 100
Muskegon, MI 49441

231-722-7137
Office

231-725-7285
Fax

Visit our Website
[www. Medendorp.com](http://www.Medendorp.com)

E-Mail
david@Medendorp.com



11/00- Refinish floor covering

12/1/00- Final inspection

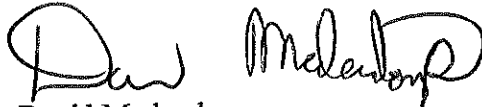
12/10/00- Christmas Party New Office!

What Lakeside needs from City Commission:

1. 40 days to get all zoning site plans approved
2. Recommendation from planning department to add this property to the Renaissance Zone if legislation passes enabling the City to do that.
3. Site plan and special use approved
4. Building inspector agreeing to issue a building permit and mutually agreeable plans and specifications
5. Scott completing sale per the terms of our purchase agreement
6. City selling lot on south side

If you have any comments, please feel free to call me at 231-722-7137.

Thank you for your consideration,

A handwritten signature in black ink, appearing to read "David Medendorp". The signature is stylized with a large, looped "D" and a cursive "Medendorp".

David Medendorp
Lakeside Investments, LLC

 UNITED BANK
OF MICHIGAN

May 8, 2000

Mr. David Medendorp, GRI, CCIM
318 Houston Ave.
Suite 100
Muskegon, MI 49441

RE: 607 Clay Ave., Muskegon, MI

To Whom It May Concern:

Dave Medendorp and I have had a number of conversations regarding the above referenced property.

We are in the process of collecting the necessary paper work needed to put a formal loan committee application together that could facilitate the purchase and the funding of improvements to this property.

If you have any questions or comments regarding the contents of this letter, please call me at your convenience.

Sincerely,



Carolyn L. Purins
Vice President

CLP/s

May 8, 2000

Dear Scott,

Per our discussion, I am proposing to move the office of Medendorp Real Estate to 607 Clay, downtown Muskegon. Our budget would be as follows:

Engineering design	\$500.00
Paint exterior	\$5,000.00
New windows installed	\$10,200.00
Plumbing for 3 handicapped bathrooms & a small kitchen	\$11,500.00
Electrical & Lighting	\$13,000.00
Drywall material & labor	\$14,000.00
General Carpentry	\$8,000.00
New Roof	\$8,500.00
Lumber Doors	\$6,500.00
Floor Covering & Hardwood floor refinishing	\$5,000.00
Landscaping	\$2,000.00
Parking area, new drive	\$6,500.00
Window treatments/decorating	\$1,000.00
Paint Labor/Material Interior	\$6,000.00
Insulation	\$2,000.00
HVAC	\$8,000.00
Permits	\$900.00
General Contracting	\$10,000.00
Taxes	<u>\$2,500.00</u>

Total: \$121,100.00

Greater Muskegon Historic Association

374 Catawba Avenue
Muskegon, MI 49442

Phone 231-773-9025
Email Montneyresources@aol.com

May 18, 2000

Muskegon City Commission
City of Muskegon
993 Terrace
Muskegon, Michigan 49440

Re: Proposal for 607 West Clay

Honorable Commissioners,

As a historic preservation group in the City of Muskegon, we would like to see the house at 607 West Clay saved and are in support of Mr. Medendorp's proposed restoration. We feel that the city will greatly benefit by sparing this house from demolition. The restoration will add to the historic district of Clay Avenue. It will generate more tax revenue for the city's coffers and bring in back taxes on this property. Mr. Medendorp's proposal fits the "Downtown/Lakeshore Redevelopment Plan," further enhance the over all benefit to the city. With this in mind, we urge you to support this proposal also.

We thank you for your time in considering this matter,

Sincerely,



Teresa Mogdis
President

Patricia Montney

925 Irwin Avenue
Muskegon, MI 49442

Phone 231-773-9025

Email Montneyresources@aol.com

May 19, 2000

Muskegon Commission
City of Muskegon
993 Terrace
Muskegon, MI 49440

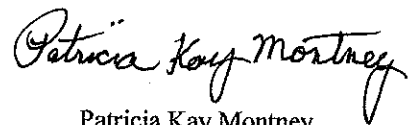
Honorable Commissioners,

As chairperson for the Citizen District Council, I endeavor to keep up with possible usage of CDBG funds. It was brought up at the work session on May 8th that there was a possibility of utilization of CDBG funds for the demolish of the structure at 607 West Clay Avenue. It is to my understanding, from the federal regulations governing the CDBG funds, that these funds could be utilized for such purposes as the demolition of this structure, if Mr. Sieradzki abandoned the property by tax default. This property lays within the targeted areas for demolition.

After talking to Mr. Medendorp about his proposed restoration of this property; I feel confident that it would be extremely beneficial to the city in several ways. The proposed restoration of this property would eliminate the possibility of utilizing the limited CDBG funds for the purposes of demolition. It would bring in all back taxes on the property and keep it on the tax roles of the city. This proposal, also goes a long with the "Downtown/Lakeshore Redevelopment Plan" further embellishing on the goals set forth by this city. And lastly, the restoration of this house would intensely enrich the historic district of Clay Avenue and bring in a greater tax revenue to the city's coffer, once completed.

Since, I have an active interest in the preservation of the historic districts, I urge the commission to support this proposal. I feel that we have lost far too many historic homes to the wrecking ball and if this continues, our districts will be filled with vacant unbuildable lots.

Sincerely,



Patricia Kay Montney

***Proline* Construction Services Inc.**

2140 McCracken St., Muskegon, MI 49441

231-759-3178 231-206-1250

To: City Commissioners

From: Mark D. Anderson

Date: May 23, 2000

The following are my time frames on the project at 607 Clay. Please take into consideration that the extra time is needed to allow for more cost effective "time frames" in which to accomplish certain phases of the project, as well as extenuating personal circumstances that may surface.

June

- Develop and submit architect plans to Inspections for approval
- Purchase house from Sieradzki
- Purchase city owned property for \$100.00

July

- Demolish 3rd phase addition
- Repair Foundation
- Tear off/recover/new roof

August

- Continue July project
- Install new windows, doors and repair siding

September

- Continue August project
- Paint exterior of house (4 colors)
- Rough in inspection of structure complete

October

- Continue September project
- Begin utilities portion (Mechanical, Plumbing and Electrical)

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November

- Continue October project (utilities)

December

- Continue October project (utilities)

January 01

- Continue and complete October project
- Rough in inspection of Mechanical, Plumbing and Electrical

February 01

- Begin Drywall phase
- Begin aggressive advertising on build to suit lower

March 01

- Complete Drywall

April 01

- Trim and Interior painting (upper floor only)
- Install interior doors (upper only)
- Trim lower floor

May 01

- Install cabinets and flooring (upper only)

June 01

July 01

August 01

September 01

- The remaining 4 months are for exercising the "build to suit", at which time parking and landscape issues will be addressed

My plans for the property are as follows:

- A) Extend the time frame of the development to be more conducive to the revitalization of the area in order to get the best use from it as well as cost effectiveness.
- B) Reconstruct the upper for 4-5 bed and breakfast units
- C) Finish the exterior of the home as to match the era in which it was built.

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D) Reserve the lower floor for build to suit customers. Possibly some office space, however, I would prefer to see the space used as local type gift/art store(s), and will pursue it to that end.

E) Extensively renovate the interior to modern standards.

Requirements

- 1) Purchase of the city owned lot
- 2) Clear title from Sieradzki
- 3) 30 day grace period on any phase of the project
- 4) Approval of Building permit
- 5) Approval of plans from Planning