# CITY OF MUSKEGON

## CITY COMMISSION MEETING

## MAY 9, 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. **Purchase of Property from Joyce Hudson for the Bike Trail** PLANNING & ECONOMIC DEVELOPMENT

c. **Nine Month Extension to Repair Home.** PLANNING & ECONOMIC DEVELOPMENT

d. **Sale of Non-Buildable Lot in Jackson Hill** PLANNING & ECONOMIC DEVELOPMENT

e. **Sale of Vacant Land on Wesley Street in Marquette.** PLANNING & ECONOMIC DEVELOPMENT

f. **Sale of Vacant Land on Yuba Street in Jackson Hill.** PLANNING & ECONOMIC DEVELOPMENT

g. **Acquisition of the home at 2013 Waalkes for Seaway Industrial Park.** PLANNING & ECONOMIC DEVELOPMENT

h. **Dredging Grant.** – LEISURE SERVICES

i. **Change Order on Ellifson, Mulder to Getty.** ENGINEERING

j. **Selection of Paint Contractors for Annual Paint Program.** COMMUNITY AND NEIGHBORHOOD SERVICES

k. **Selection of Supplier for Annual Paint Program.** COMMUNITY AND NEIGHBORHOOD SERVICES

I. **Appointments to Committees/Boards**. COMMUNITY RELATIONS COMMITTEE

- **PUBLIC HEARINGS:**
- **COMMUNICATIONS:**
- **CITY MANAGER'S REPORT:**
- **UNFINISHED BUSINESS:**

a. **Amendment to the Vegetation Ordinance and grass mowing notification policy.** - PLANNING

b. **Vacation of Marsh Street.** PLANNING & ECONOMIC DEVELOPMENT

c. **Family Investment Center Tax Returns.** CITY MANAGER

- **NEW BUSINESS:**

a. **Notice of Intent Resolution on Sidewalk Assessment Bonds**. FINANCE

b. **Sale of Vacant Land on Miner Street in Lakeside**. PLANNING & ECONOMIC DEVELOPMENT

c. **Additional Solid Waste Services**. PUBLIC WORKS

d. **Industrial Facilities Tax Abatement Policy.** PLANNING & ECONOMIC DEVELOPMENT

e. **Concurrence with Housing Board of Appeals Finding of Facts and Order for 463 Houston.** NEIGHBORHOOD AND CONSTRUCTION SERVICES

f. **Concurrence with Housing Board of Appeals Finding of Facts and Order for 75 Myrtle.** NEIGHBORHOOD AND CONSTRUCTION SERVICES

- **ANY OTHER BUSINESS:**
- **PUBLIC PARTICIPATION:**

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

- **ADJOURNMENT:**

ADA POLICY: THE CITY OF MUSKEGON WILL PROVIDE NECESSARY AUXILIARY AIDS AND SERVICES TO INDIVIDUALS WHO WANT TO ATTEND THE MEETING UPON TWENTY FOUR HOUR NOTICE TO THE CITY OF MUSKEGON. PLEASE CONTACT GAIL A. KUNDINGER, CITY CLERK, 933 TERRACE STREET, MUSKEGON, MI 49440 OR BY CALLING (616) 724-6705 OR TDD: (616) 724-4172.

**Date:** **May 9, 2000**

**To:** **Honorable Mayor and City Commissioners**

**From:** **Gail A. Kundinger, City Clerk**

**RE:** **Approval of Minutes**

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SUMMARY OF REQUEST: To approve the minutes of the Regular Commission Meeting that was held on Tuesday, April 25, 2000.

FINANCIAL IMPACT: None.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: Approval of the minutes.

# CITY OF MUSKEGON

## CITY COMMISSION MEETING

### MAY 9, 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 9, 2000.

Mayor Nielsen opened the meeting by introducing Pastor Anderson of Samuel Lutheran Church. Pastor Anderson offered the prayer after which members of the City Commission and the members of the public joined in reciting the Pledge of Allegiance to the Flag.

**ROLL CALL FOR THE REGULAR COMMISSION MEETING**

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

Absent: None

**2000-050** **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 Regular Commission Meeting that was held on Tuesday, April 25, 2000.

FINANCIAL IMPACT: None

BUDGET ACTION REQUIRED: None

STAFF RECOMMENDATION: Approval of the minutes.

### b. Purchase of Property from Joyce Hudson for the Bike Trail

PLANNING & ECONOMIC DEVELOPMENT

SUMMARY OF REQUEST: Approval of resolution and purchase agreement for property owned by Joyce Hudson, which is required for the continuation of the bike trail along Laketon Ave. The purchase price is $17,424.00. The purchase agreement has already been signed by Ms. Hudson.

FINANCIAL IMPACT: Purchase will allow the Laketon Ave. trail project to continue. The price for the property is $17,424.00 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.

### c. Nine Month Extension to Repair Home.

PLANNING & ECONOMIC DEVELOPMENT

SUMMARY OF REQUEST: To approve a 9 month extension to allow Sulyman Cotal to complete electrical, plumbing and exterior repairs to his home at 390 W. Muskegon. The original agreement between the City and Mr. Cotal stipulated that all repairs were to be completed within 18 months. The City has customarily granted extensions to persons who have shown that they are dedicated to completing repairs and contributing to the beautification of the City's Historic Districts. Due to past problems with repair work done by Mr. Cotal acting as his own contractor, this time extension is contingent upon all repairs being completed by licensed contractors and payment of all outstanding financial obligations to the City.

FINANCIAL IMPACT: None

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.

### d. Sale of Non-Buildable Lot in Jackson Hill

PLANNING & ECONOMIC DEVELOPMENT

SUMMARY OF REQUEST: To approve the sale of the vacant non-buildable lot designated as map number 24-31-20-207-015 to Tressa Bankhead of 428 Marquette. The lot has 34.5 feet of frontage, and is located between Wood and Charles Streets. The parcel is being offered to Ms. Bankhead for $100. No other adjacent property owners are interested in purchasing the property.

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

BUDGET ACTION REQUIRED: None

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

### e. Sale of Vacant Land on Wesley Street in Marquette.
PLANNING & ECONOMIC DEVELOPMENT

SUMMARY OF REQUEST: To approve the sale of lots 558 & 559 described as map number 24-31-21-179-009 to Yolanda Harris for the construction of a 3 bedroom single-family home with 1,500 square feet of living space. The lot is 120 feet x 132 feet. The appraised value of the land is $4,000 and Ms. Harris submitted the only bid of $4,000.

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.

### f. Sale of Vacant Land on Yuba Street in Jackson Hill.
PLANNING & ECONOMIC DEVELOPMENT

SUMMARY OF REQUEST: To approve the sale of the north ½ of the lot described as map number 24-31-20-135-003 to Angela Jones for the construction of a single-family home with approximately 1,300 square feet of living space and a two stall garage. The lot is 100 feet x 132 feet. The appraised value of the land is $3,500 and Ms. Jones submitted the only bid of $3,600.

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 and is consistent with the Jackson Hill Marketing Strategy.

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 financial obligations to the City.

### g. Acquisition of the home at 2013 Waalkes for Seaway Industrial Park.
PLANNING & ECONOMIC DEVELOPMENT

SUMMARY OF REQUEST: Pursuant to the signed purchase agreement of Mr. & Mrs. Michael J. Rasmussen, the Planning Department seeks to acquire the home located at 2013 Waalkes. Acquisition of the home brings the City one step closer to the creation of the Seaway Industrial Park. The Rasmussens sent a letter to the Planning Department indicating a desire to sell their home. After an appraisal ($51,000), all parties agreed on a purchase price of $52,000. Funds used to acquire the home come from an Urban Land Assembly (ULA) grant. Upon approval of the City Commission, a closing will be scheduled for May 12, 2000.

FINANCIAL IMPACT: The City will expend $52,000 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.

### i. <u>Change Order on Ellifson, Mulder to Getty.</u>
ENGINEERING

SUMMARY OF REQUEST: It is requested that you authorize the City Manager to approve the attached change order on Ellifson between Mulder and Getty. Your authorization is requested since the C. O. amount of $11,410 is over 20% of the project cost that staff is authorized to approve.

The Change Order was, for the most part, necessary to cover the costs associated with replacing 11-galvenized water services with copper ones. The galvanized services were discovered while installing the storm sewer.

FINANCIAL IMPACT: The value of the change order of $11,410 plus the engineering cost.

BUDGET ACTION REQUIRED: None

STAFF RECOMMENDATION: Approve the change order.

### j. <u>Selection of Paint Contractors for Annual Paint Program</u>.
COMMUNITY AND NEIGHBORHOOD SERVICES

SUMMARY OF REQUEST: The Community and Neighborhood Services Department solicited qualification for painting contractors to paint low income residents owner – occupied homes through the City's Annual Paint program. A total of three (3) contractors returned the requested information, the contractors were:

1. Ted Hill
2. Orlando Brown (MBE)
3. Dennis West(MBE)

FINANCIAL IMPACT:

BUDGET ACTION REQUIRED:

STAFF RECOMMENDATION: The staff of the Community and Neighborhood Services Department would like to recommend that all three (3) contractors be selected for this years paint program. The reasoning for the recommendation is that more low-income families can be assisted with three different crews working. Secondly with three crews the program should be completed before September 15, 2000, which is the date that HUD's new Lead Based Paint Abatement requirements are to start, which will probably significantly increase the cost of painting resident's homes. Lastly, by using all three contractors the City will increase the number of minority and female contractors that it is using in its programs, which is an issue that HUD is very concerned about in regards to the City of Muskegon housing programs.

**l. Appointments to Committees/Boards.**
COMMUNITY RELATIONS COMMITTEE

SUMMARY OF REQUEST: To concur with the actions of the Community Relations Committee.

FINANCIAL IMPACT: None

BUDGET ACTION REQUIRED: None

STAFF RECOMMENDATION: Staff recommends approval.

**Motion by Commissioner Shepherd, second by Commissioner Spataro to approve the Consent Agenda with the exception of (h) and (k).**

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

**ADOPTED**

**2000-051 ITEMS REMOVED FROM CONSENT:**

**h. Dredging Grant.**
LEISURE SERVICES

SUMMARY OF REQUEST: To authorize staff to submit a grant to dredge the small and large boat basins at Hartshorn marina.

FINANCIAL IMPACT: Total project cost - $300,000, City match $75,000 (25% local match).

BUDGET ACTION REQUIRED: Need to appropriate the money from the Marina Budget.

STAFF RECOMMENDATION: Approve

**Motion by Commissioner Schweifler, second by Commissioner Aslakson to authorize staff to submit a grant to dredge the small and large boat basins at Hartshorn Marina.**

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

**ADOPTED**

k. <u>Selection of Supplier for Annual Paint Program</u>.
COMMUNITY AND NEIGHBORHOOD SERVICES

SUMMARY OF REQUEST: The Community and Neighborhood Services Department solicited quotes from area paint suppliers for the 2000-Paint Program. Three (3) local suppliers submitted quotes, O'Leary Paint (Muskegon), Port City Paint (Muskegon), Uncle Vern's Ace Hardware (Muskegon).

The aggregate units' total for the individual suppliers was the following:

1. O'Leary Paint $187.95
2. Port City Paints $210.83
3. Uncle Vern's Ace Hardware $191.44

FINANCIAL IMPACT:

BUDGET ACTION REQUIRED:

STAFF RECOMMENDATION: The Community and Neighborhood Services Department recommends that the Commission accept the low aggregate total of $187.95 submitted by O'Leary Paint and approve O'Leary as the supplier for 2000 City of Muskegon Paint Program.

**Motion by Commissioner Benedict, second by Commissioner Aslakson to approve O'Leary Paint as the supplier for 2000 City of Muskegon Paint Program.**

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

**ADOPTED**

**CITY MANAGER'S REPORT:**

City Manager Mazade reminded the Commission that there will be a Closed Session to discuss pending litigation at the end of the Regular Commission Meeting. Ric Scott, Director of Leisure Services, introduced a new employee, Melissa Jacobsen, Recreation/Marina Supervisor.

**2000-052 UNFINISHED BUSINESS:**

a. <u>Amendment to the Vegetation Ordinance and grass mowing notification policy.</u>
PLANNING

SUMMARY OF REQUEST: Adopt amendments to section II of the Noxious Weed and Vegetation Ordinance changing notice requirements and lowering the heights limit for noxious vegetation. The primary objective is more timely maintenance of property and to prevent excessive monitoring of properties.

FINANCIAL IMPACT: Savings in staff in mailing obligations.

BUDGET ACTION REQUIRED: None

STAFF RECOMMENDATION: Adopt amendments to the vegetation ordinance and adopt the grass mowing notification policy.

**Motion by Commissioner Aslakson, second by Commissioner Spataro to adopt the amendments to the ordinance.**

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

**ADOPTED**

**Motion by Commissioner Spataro, second by Commissioner Aslakson to adopt the policy resolution.**

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

**ADOPTED**

**b. <u>Vacation of Marsh Street.</u>**
PLANNING & ECONOMIC DEVELOPMENT

SUMMARY OF REQUEST: Request for vacation of Marsh St., between Walton and Myrtle Streets.

FINANCIAL IMPACT: None

BUDGET ACTION REQUIRED: None

STAFF RECOMMENDATION: Staff recommends vacation of Marsh St., with the condition that all City easement rights be retained. The Planning Commission recommended denial of the vacation of Marsh St. at their meeting on 4/12/00.

**Motion by Commissioner Aslakson, second by Commissioner Shepherd to deny the request for vacation of Marsh St., between Walton an Myrtle Streets.**

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

**ADOPTED**

**c. <u>Family Investment Center Tax Returns.</u>**
CITY MANAGER

SUMMARY OF REQUEST: To authorize the payment of CPA expenses to BDO Seidman for the preparation of tax returns for the Family Investment Center Corporation and Partnership. The returns must be prepared and filed for the Housing Commission separation to proceed. Proposals from two CPA firms were solicited and are attached for your review and consideration.

FINANCIAL IMPACT: Approximately $6,000.

BUDGET ACTION REQUIRED: To authorize this payment out of the Contingency budget of the General Fund.

STAFF RECOMMENDATION: To approve the request contingent upon the repayment of this expense by the Housing commission at the separation closing. The trustees of the Corporation have selected BDO Seidman to prepare the tax returns.

**Motion by Commissioner Aslakson, second by Commissioner Benedict to deny the authorization of payment of CPA expenses to BDO Seidman for the preparation of tax returns for the Family Investment Center Corporation and Partnership.**

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

**ADOPTED**

**2000-053 NEW BUSINESS:**

a. **<u>Notice of Intent Resolution on Sidewalk Assessment Bonds</u>.** FINANCE

SUMMARY OF REQUEST: Later this year it is expected the City will sell sidewalk special assessment bonds (in an amount not to exceed $2,000,000) to finance ongoing sidewalk improvements throughout the City. The first step in this process is adoption of the resolution. This "Notice of Intent" resolution notifies the public of the City's intent to issue bonds. Upon adoption of this resolution public notice will be placed in the *Muskegon Chronicle* advising citizens that special assessment bonds will be issued without referendum unless a petition requesting an election is filed with the City Clerk within forty-five (45) days. The petition must be signed by at least ten percent of the City's registered voters.

FINANCIAL IMPACT: The only immediate cost associated with this action is the cost of publication in the *Chronicle*.

BUDGET ACTION REQUIRED: None at this time. The cost of the newspaper publication can be covered within the current budget. Once bonds are sold, debt service costs will be paid by special assessments for the life of the bonds (10 years).

STAFF RECOMMENDATION: Approval of the resolution.

Commissioner Sieradzki stepped out of the room at 7:07 p.m.

**Motion by Commissioner Aslakson, second by Commissioner Shepherd to adopt the "Notice of Intent" resolution notifying the public of the City's intent to issue bonds.**

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

**ADOPTED**

**b. Sale of Vacant Land on Miner Street in Lakeside.**
PLANNING & ECONOMIC DEVELOPMENT

SUMMARY OF REQUEST: To approve the sale of the property described as map number 24-30-34-429-006 to Bill Ingalls II of 110 John Ave. for $15,500. The parcel is 150 feet x 205 feet, and as such will be split to make two lots for the construction of two single family homes having 75 feet of frontage each. The appraised value of each parcel is $4,500 for a total minimum bid price of $9,000.

Mr. Ingalls submitted the high bid of three bids submitted for this property. The other bidders were as follows: Mr. Patrick J. Mason of 3032 Farr Road, Fruitport, Michigan ($9,260) and Mr. Mark Anderson of 2140 McCracken Street ($9,000). All bidders were notified of the meeting and asked to be prepared to answer questions from the Commission.

FINANCIAL IMPACT: The sale of the property will allow the City to collect taxes on the two new homes 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.

**Motion by Commissioner Shepherd, second by Commissioner Aslakson to approve the sale of the property to Bill Ingalls II of 110 John Ave. for $15,500.**

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

**ADOPTED**

**c. Additional Solid Waste Services.**
PUBLIC WORKS

SUMMARY OF REQUEST: The Staff has been negotiating with Sunset Waste to offer additional solid waste services:

1. Full season yard waste pick up at the curb on household garbage days.
2. Eliminate Saturday morning drop-offs.
3. Establish an $ .18 per household credit per month towards recycling fees (10% discount).
4. Continue current limitation of $1.00 per year maximum landfill charge increase.
5. The addition of corrugated cardboard to the recycling stream.
6. Increase yard waste handling fee to $10.00 from $5.00.
7. A three-year contract extension from March 2002 to February 2005.

FINANCIAL IMPACT:

| | | |
|---|---|---|
| 1. Year-around curbside pick up | | No cost |
| 2. Eliminate Saturday drop offs | Savings | $54,718/year |
| 3. Recycling credit | Savings | $28,872/year |
| 4. Tipping fee savings | | Varies |

5. Yard waste handling | Increase | $26,000-$50,000 (Assumes an increase in volumes due to convenience.)

6. Add corrugated cardboard to recycling | | No cost

BUDGET ACTION REQUIRED: See the above. Additions would yield a net savings of $32,000-$57,000 credit to the Solid Waste Budget per year.

STAFF RECOMMENDATION: The staff recommends approval.

Commissioner Sieradzki returned to the room at 7:15 p.m.

**Motion by Commissioner Aslakson, second by Commissioner Spataro to approve the additional solid waste services.**

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

**ADOPTED**

**d. <u>Industrial Facilities Tax Abatement Policy.</u>**
PLANNING & ECONOMIC DEVELOPMENT

SUMMARY OF REQUEST: To approve the Industrial Facilities Tax Abatement Policy and Guidelines.

FINANCIAL IMPACT: None

BUDGET ACTION REQUIRED: None

STAFF RECOMMENDATION: Approval of the policy. The Legislative and Policy Committee unanimously recommended approval of the policy at their regular quarterly meeting on April 26, 2000.

**Motion by Commissioner Aslakson, second by Commissioner Spataro to approve the Industrial Facilities Tax Abatement Policy and Guidelines.**

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

**ADOPTED**

**e. <u>Concurrence with Housing Board of Appeals Finding of Facts and Order for 463 Houston.</u>**
NEIGHBORHOOD AND CONSTRUCTION SERVICES

SUMMARY OF REQUEST: This is to request City Commission concurrence with the findings of the Housing Board of Appeals that the structure located at 463 Houston is unsafe, substandard and a public nuisance and that it be demolished within thirty (30) days.

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

FINANCIAL IMPACT: The cost of demolition will be paid with budgeted CDBG funds.

BUDGET ACTION REQUIRED: None

STAFF RECOMMENDATION: A dangerous building inspection was conducted in December of 1999. This property is owned by Daniel Heller. A Notice and Order was sent out on 1/27/00. The case was discussed at the April 6, 2000 Housing Board of Appeals Meeting where the board determined the structures to be substandard, unsafe, a public nuisance and to forward to the City Commission for concurrence.

Attached are copies of the inspection report dated 1/24/00, the Notice and order dated 1/27/00, the Boards findings of fact and order dated 4/10/00, and the minutes of the April 6, 2000 meeting of the Housing Board of Appeals.

The estimated cost to repair is $15,000.00.

**Motion by Commissioner Shepherd, second by Commissioner Aslakson to concur with the Housing Board of Appeals and demolish the structure within thirty days.**

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

**ADOPTED**

**f. <u>Concurrence with Housing Board of Appeals Finding of Facts and Order for 75 Myrtle.</u>**
NEIGHBORHOOD AND CONSTRUCTION SERVICES

SUMMARY OF REQUEST: This is to request City Commission concurrence with the findings of the Housing Board of Appeals that the structure located at 75 Myrtle is unsafe, substandard and a public nuisance and that it be demolished within thirty (30) days.

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

FINANCIAL IMPACT: The cost of demolition will be paid with budgeted CDBG funds.

BUDGET ACTION REQUIRED: None

STAFF RECOMMENDATION: A dangerous building inspection was conducted in February of 2000. This property is owned by William Caldwell and/or James Bauer. A Notice and Order was sent out on 2/11/00. The case was discussed at the April 6, 2000 Housing Board of Appeals Meeting where the board determined the structure to be substandard, unsafe, a public nuisance and to forward to the City Commission for concurrence.

Attached are copies of the inspection reports dated 2/9/00 and 9/2/98, Notice and Order dated 2/11/00, and the Boards findings of fact and order dated 4/10/00, the minutes of the April 6, 2000 meetings of the Housing Board of Appeals, the findings of fact and order of the Board dated April 10, 2000.

Estimated cost to repair this property is $25,000.00.

**Motion by Commissioner Aslakson, second by Commissioner Spataro to concur with the Housing Board of Appeals that the structure be demolished within thirty days.**

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

**Nays: None**

**ADOPTED**

**PUBLIC PARTICIPATION:**

Several members of the audience spoke.

**Motion by Commissioner Benedict, second by Commissioner Spataro to adjourn to Closed Session at 8:19 p.m. to discuss pending litigation.**

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

**ADOPTED**

**Motion by Commissioner Shepherd, second by Commissioner Benedict to return to the Regular Commission Meeting at 8:55 p.m.**

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

**ADOPTED**

**ADJOURNMENT:**

The Regular Commission Meeting was adjourned at 8:56 p.m.

Respectfully submitted,

Gail A. Kundinger

Gail A. Kundinger, CMC/AAE
City Clerk

**Commission Meeting Date: May 9, 2000**

**Date:** **April 26, 2000**

**To:** **Honorable Mayor and City Commissioners**

**From:** **Planning & Economic Development** CBC

**RE:** **Purchase of Property from Joyce Hudson for the Bike Trail**

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SUMMARY OF REQUEST:

Approval of resolution and purchase agreement for property owned by Joyce Hudson, which is required for the continuation of the bike trail along Laketon Ave. (see enclosed map). The purchase price is $17,424.00. The purchase agreement has already been signed by Ms. Hudson.

FINANCIAL IMPACT:

Purchase will allow the Laketon Ave. trail project to continue. The price for the property is $17,424.00 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- 50(b)

RESOLUTION APPROVING THE PURCHASE OF TRAIL PROPERTY

WHEREAS, the City of Muskegon is in the process of purchasing properties for the continuation of the Laketon Ave. bike trail project, and the property owned by Joyce Hudson has been identified as necessary for the project;

WHEREAS, the purchase of this property from Ms. Hudson would allow the trail project to proceed;

WHEREAS, Ms .Hudson has signed a purchase agreement for the property at the price of $17,424.00 for the 15-foot strip;

NOW, THEREFORE BE IT RESOLVED, that the City of Muskegon agrees to purchase the subject property identified in the attached survey and legal description at a cost of $17,424.00.

Resolution adopted this 9th day of May, 2000.

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

Nays: None

Absent: None

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

Attest: Gail A. Kundinger
Gail A. Kundinger, Clerk

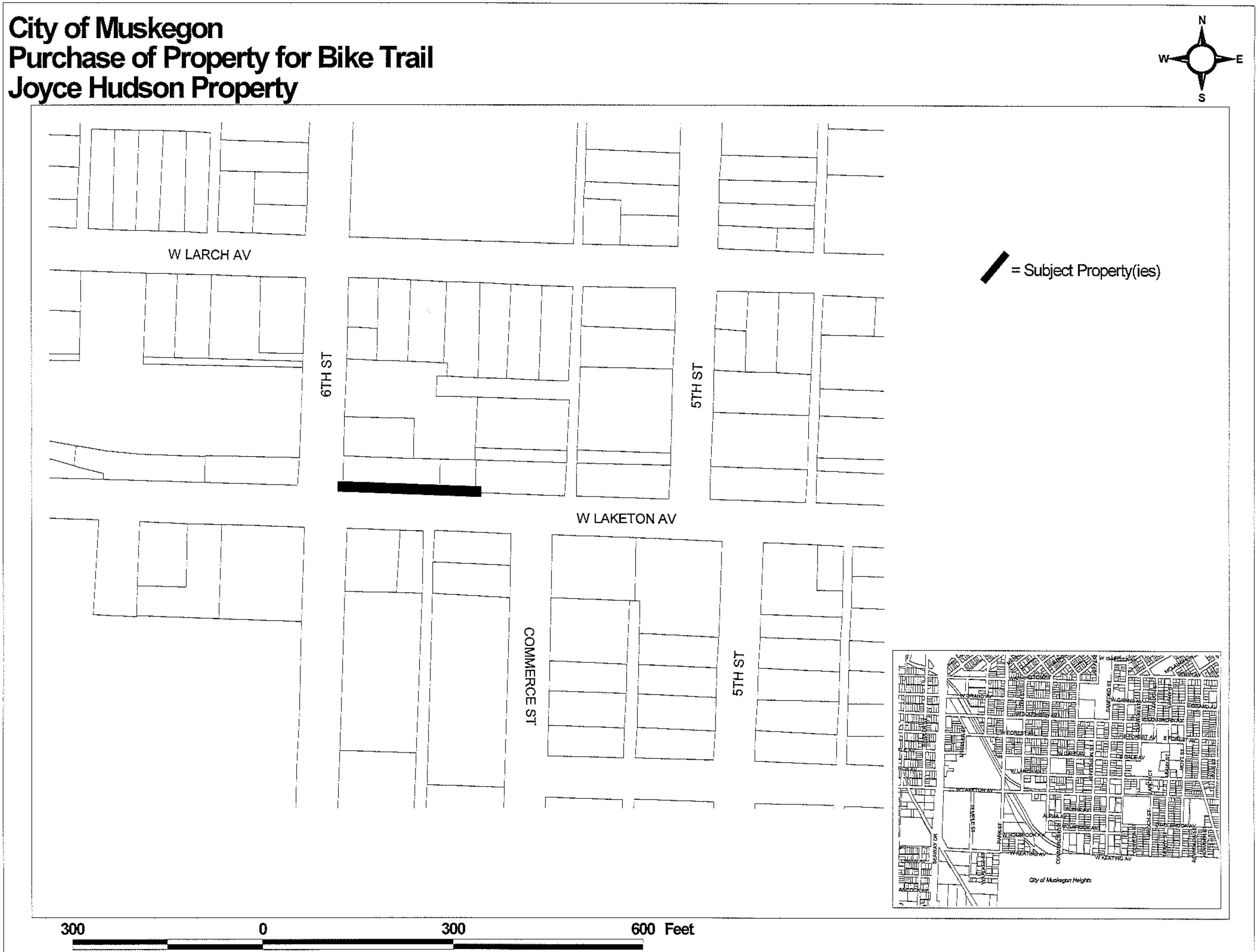
## CERTIFICATION

This resolution was adopted at a regular meeting of the City Commission, held on May 9, 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. Kundinger
Gail A. Kundinger, Clerk

# City of Muskegon
# Purchase of Property for Bike Trail
# Joyce Hudson Property



# REAL ESTATE PURCHASE AGREEMENT

THIS AGREEMENT is made April 26, 2000, 2000, by and between **JOYCE HUDSON,** of 1672 Harvey Street, Muskegon, Michigan 49442 ("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:

> The South 15 feet of the West 43 feet of Lot 6, the South 15 feet of Lot 7, and the South 15 feet of the vacated north/south alley between the said lots; all in Block 462 of the Revised Plat (of 1903) of the City of Muskegon, County of Muskegon, State of Michigan,

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 Seventeen Thousand Four Hundred Twenty-four Dollars ($17,424), 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 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 1999, including those billed on December 1, 1999, and Buyer shall reimburse Seller for a prorated portion of the said December 1999 tax bill, which shall be prorated prospectively in accordance with MCL 211.2 (3).

4. **Title Insurance.** Buyer will obtain, ten (10) days prior to closing, a commitment for title insurance issued by a licensed and recognized 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.

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 its 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 WARRANTY OF SELLER THAT NO HAZARDOUS SUBSTANCES HAVE BEEN PLACED ON THE PREMISES. BUYER FURTHER SAYS THAT IT HAS PERSONALLY INSPECTED THE

PREMISES AND IS SATISFIED WITH THE CONDITION OF THE LAND, 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 May 31 ____, 2000 ("closing"). The closing shall be conducted at the title insurance company. If necessary, the parties shall execute an IRS closing report at the closing.

11. **Delivery of Documents at Closing.** Seller shall execute and deliver a warranty deed to Buyer at closing for the Premises, together with fully executed discharges of mortgages or other liens, or other documents to produce clear, marketable, unencumbered property. These shall also include, without limitation, cancellation of any leases on the property to the extent they apply to the property sold in this agreement. The **Lessee** joins in this agreement to signify its agreement to deliver any documents needed to extinguish its interest in the property.

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.** Buyer shall be responsible to pay the Michigan transfer tax in the amount required by law. Buyer 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 staking, any survey costs, 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:

Linda S. Potter

Jo Ann Kru Kowski

SELLER:

Joyce Hudson
SS No. 373-24-5362

BUYER:
**CITY OF MUSKEGON**

By
Fred J. Nielsen, Mayor

By
Gail A. Kundinger, Clerk

**LESSEE: (If any)**

ISSUED BY
TRANSNATION TITLE INSURANCE COMPANY

# OWNER'S POLICY OF TITLE INSURANCE

**Transnation**
A LANDAMERICA COMPANY

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B AND THE CONDITIONS AND STIPULATIONS, TRANSNATION TITLE INSURANCE COMPANY, an Arizona corporation, herein called the Company, insures, as of Date of Policy shown in Schedule A, against loss or damage, not exceeding the Amount of Insurance stated in Schedule A, sustained or incurred by the insured by reason of:

1. Title to the estate or interest described in Schedule A being vested other than as stated therein;
2. Any defect in or lien or encumbrance on the title;
3. Unmarketability of the title;
4. Lack of a right of access to and from the land.

The Company will also pay the costs, attorneys' fees and expenses incurred in defense of the title, as insured, but only to the extent provided in the Conditions and Stipulations.

**IN WITNESS WHEREOF, TRANSNATION TITLE INSURANCE COMPANY** has caused its corporate name and seal to be hereunto affixed by its duly authorized officers, the Policy to become valid when countersigned by an authorized officer or agent of the Company.

**TRANSNATION TITLE INSURANCE COMPANY**

TRANSNATION TITLE INSURANCE COMPANY INCORPORATED SEPT. 16, 1992 ARIZONA

Attest: Wm. Chadwick Perrine
Secretary

By: Janet A. Alpert
President

## EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the affect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.

   (b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims or other matters:

   (a) created, suffered, assumed or agreed to by the insured claimant;

   (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;

   (c) resulting in no loss or damage to the insured claimant;

   (d) attaching or created subsequent to Date of Policy; or

   (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the estate or interest insured by this policy.
4. Any claim, which arises out of the transaction vesting in the Insured the estate or interest insured by this policy, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that is based on:

   (a) the transaction creating the estate or interest insured by this policy being deemed a fraudulent conveyance or fraudulent transfer; or

   (b) the transaction creating the estate or interest insured by this policy being deemed a preferential transfer except where the preferential transfer results from the failure:

   (i) to timely record the instrument of transfer; or

   (ii) of such recordation to impart notice to a purchaser for value or a judgment or lien creditor.

Issued with Policy No.

## SCHEDULE A

Amount $17,424.00
Premium $

Policy No. 410691
Order No.

Date: May 31, 2000 or the date of recording of the instrument(s) creating the estate or interest insured herein, whichever is later.

## INSURED

City of Muskegon

1. The estate or interest in the land described or referred to in this schedule covered by this policy is fee simple.

2. Title to the estate or interest covered by this policy at the date hereof is vested in:

   City of Muskegon

3. The land referred to in this policy is situated in the City of Muskegon, County of Muskegon, State of Michigan, and is described as follows:

   The South 15 feet of the West 43 feet of Lot 6 and the South 15 feet of Lot 7 and the South 15 feet of vacated North-South alley lying between Lots 6 and 7, Block 462, Revised Plat (of 1903) of the City of Muskegon, as recorded in Liber 3 of Plats, Page 71, Muskegon County Records.

TRANSNATION TITLE INSURANCE COMPANY

Countersigned:

By________________________________
Authorized Officer or Agent



Form 1141-16

Policy No. 410691 File No.

# SCHEDULE B

## EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

1. Rights or claims of parties in possession not shown of record.
2. Unrecorded water, mineral and oil rights, unrecorded easements and claims of easement, boundary line disputes not disclosed of record and any matters which would be disclosed by an accurate survey and inspection of the premises.
3. Mechanics' liens not of record.
4. The dower or homestead rights, if any, of the wife of any individual insured or of any individual shown herein to be a party in interest.
5. Building and use restrictions not appearing in the record chain of title, but omitting restrictions, if any, based on race, color, religion or national origin.
6. Terms, conditions and provisions contained in the instrument recorded October 19, 1999 in Liber 2300, Page 606.

sks

## 1. DEFINITION OF TERMS.

The following terms when used in this policy mean:

(a) "insured": the insured named in Schedule A, and, subject to any rights or defenses the Company would have had against the named insured, those who succeed to the interest of the named insured by operation of law as distinguished from purchase including, but not limited to, heirs, distributees, devisees, survivors, personal representatives, next of kin, or corporate or fiduciary successors.

(b) "insured claimant": an insured claiming loss or damage.

(c) "knowledge" or "known": actual knowledge, not constructive knowledge or notice which may be imputed to an insured by reason of the public records as defined in this policy or any other records which impart constructive notice of matters affecting the land.

(d) "land": the land described or referred to in Schedule A, and improvements affixed thereto which by law constitute real property. The term "land" does not include any property beyond the lines of the area described or referred to in Schedule A, nor any right , title, interest, estate or easement in abutting streets, roads, avenues, alleys, lanes, ways or waterways, but nothing herein shall modify or limit the extent to which a right of access to and from the land is insured by this policy.

(e) "mortgage": mortgage, deed of trust, trust deed, or other security instrument.

(f) "public records": records established under state statutes at Date of Policy for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without knowledge. With respect to Section 1(a) (iv) of the Exclusions From Coverage, "public records" shall also include environmental protection liens filed in the records of the clerk of the United States district court for the district in which the land is located.

(g) "unmarketability of the title": an alleged or apparent matter affecting the title to the land, not excluded or excepted from coverage, which would entitle a purchaser of the estate or interest described in Schedule A to be released from the obligation to purchase by virtue of a contractual condition requiring the delivery of marketable title.

## 2. CONTINUATION OF INSURANCE AFTER CONVEYANCE OF TITLE.

The coverage of this policy shall continue in force as of Date of Policy in favor of an insured only so long as the insured retains an estate or interest in the land, or holds an indebtedness secured by a purchase money mortgage given by a purchaser from the insured, or only so long as the insured shall have liability by reason of covenants of warranty made by the insured in any transfer or conveyance of the estate or interest. This policy shall not continue in force in favor of any purchaser from the insured of either (i) an estate or interest in the land, or (ii) an indebtedness secured by a purchase money mortgage given to the insured.

## 3. NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT.

The insured shall notify the Company promptly in writing (i) in case of any litigation as set forth in Section 4(a) below, (ii) in case knowledge shall come to an insured hereunder of any claim of title or interest which is adverse to the title to the estate or interest, as insured, and which might cause loss or damage for which the Company may be liable by virtue of this policy, or (iii) if title to the estate or interest, as insured, is rejected as unmarketable. If prompt notice shall not be given to the Company, then as to the insured all liability of the Company shall terminate with regard to the matter or matters for which prompt notice is required; provided, however, that failure to notify the Company shall in no case prejudice the rights of any insured under this policy unless the Company shall be prejudiced by the failure and then only to the extent of the prejudice.

## 4. DEFENSE AND PROSECUTION OF ACTIONS; DUTY OF INSURED CLAIMANT TO COOPERATE.

(a) Upon written request by the insured and subject to the options contained in Section 6 of these Conditions and Stipulations, the Company, at its own cost and without unreasonable delay, shall provide for the defense of an insured in litigation in which any third party asserts a claim adverse to the title or interest as insured, but only as to those stated causes of action alleging a defect, lien or encumbrance or other matter insured against by this policy. The Company shall have the right to select counsel of its choice (subject to the right of the insured to object for reasonable cause) to represent the insured as to those stated causes of action and shall not be liable for and will not pay the fees of any other counsel. The Company will not pay any fees, costs or expenses incurred by the insured in the defense of those causes of action which allege matters not insured against by this policy.

(b) The Company shall have the right, at its own cost, to institute and prosecute any action or proceeding or to do any other act which in its opinion may be necessary or desirable to establish the title to the estate or interest, as insured, or to prevent or reduce loss or damage to the insured. The Company may take any appropriate action under the terms of this policy, whether or not it shall be liable hereunder, and shall not thereby concede liability or waive any provision of this policy. If the Company shall exercise its rights under this paragraph, it shall do so diligently.

(c) Whenever the Company shall have brought an action or interposed a defense as required or permitted by the provisions of this policy, the Company may pursue any litigation to final determination by a court of competent jurisdiction and expressly reserves the right, in its sole discretion, to appeal from any adverse judgment or order.

(d) In all cases where this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding, the insured shall secure to the Company the right to so prosecute or provide defense in the action or proceeding, and all appeals therein, and permit the Company to use, at its option, the name of the insured for this purpose. Whenever requested by the Company, the insured, at the Company's expense, shall give the Company all reasonable aid (i) in any action or proceeding, securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlement, and (ii) in any other lawful act which in the opinion of the Company may be necessary or desirable to establish the title to the estate or interest as insured. If the Company is prejudiced by the failure of the insured to furnish the required cooperation, the Company's obligations to the insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such cooperation.

## 5. PROOF OF LOSS OR DAMAGE.

In addition to and after the notices required under Section 3 of these Conditions and Stipulations have been provided the Company, a proof of loss or damage signed and sworn to by the insured claimant shall be furnished to the Company within 90 days after the insured claimant shall ascertain the facts giving rise to the loss or damage. The proof of loss or damage shall describe the defect in, or lien or encumbrance on the title, or other matter insured against by this policy which constitutes the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage. If the Company is prejudiced by the failure of the insured claimant to provide the required proof of loss or damage, the Company's obligations to the insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such proof of loss or damage.

In addition, the insured claimant may reasonably be required to submit to examination under oath by any authorized representative of the Company and shall produce for examination, inspection and copying, at such reasonable times and places as may be designated by any authorized representative of the Company, all records, books, ledgers, checks, correspondence and memoranda, whether bearing a date before or after Date of Policy, which reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company , the insured claimant shall grant its permission, in writing, for any authorized representative of the Company to examine , inspect and copy all records, books, ledgers, checks, correspondence and memoranda in the custody or control of a third party, which reasonably pertain to the loss or damage. All information designated as confidential by the insured claimant provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgement of the Company, it is necessary in the administration of the claim. Failure of the insured claimant to submit for examination under oath, produce other reasonably requested information or grant permission to secure reasonably necessary information from third parties as required in this paragraph shall terminate any liability of the Company under this policy as to that claim.

## 6. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS; TERMINATION OF LIABILITY.

In case of a claim under this policy, the Company shall have the following options:

(a)To Pay or Tender Payment of the Amount of Insurance.

To pay or tender payment of the amount of insurance under this policy together with any costs, attorneys' fees and expenses incurred by the insured claimant, which were authorized by the Company, up to the time of paymant or tender of payment and which the Company is obligated to pay.

Upon the exercise by the Company of this option, all liability and obligations to the insured under this policy, other than to make the payment required, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, and the policy shall be surrendered to the Company for cancellation.

(b) To Pay or Otherwise Settle With Parties Other than the Insured or With the Insured Claimant.

(i) to pay or otherwise settle with other parties for or in the name of an insured claimant any claim insured against under this policy, together with any costs, attorneys' fees and expenses incurred by the insured claimant which were authorized by the Company up to time of payment and which the Company is obligated to pay; or

(ii) to pay or otherwise settle with the insured claimant the loss or damage provided for under this policy, together with any costs, attorneys' fees and expenses incurred by the insured claimant which were authorized by the Company up to the time of payment and which the Company is obligated to pay.

Upon the exercise by the Company of either of the options provided for in paragraphs (b)(i) or (ii), the Company's obligations to the insured under this policy for the claimed loss or damage, other than the payments required to be made, shall terminate, including any liability or obligation to defend, prosecute or continue any litigation.

**Conditions and Stipulations Continued Inside Cover**



CONTROL NO. A37-165782

**(Continued)**

**7. DETERMINATION, EXTENT OF LIABILITY AND COINSURANCE.**

This policy is a contract of indemnity against actual monetary loss or damage sustained or incurred by the insured claimant who has suffered loss or damage by reason of matters insured against by this policy and only to the extent herein described.

(a) The liability of the Company under this policy shall not exceed the least of:

(i) the Amount of Insurance stated in Schedule A; or,

(ii) the difference between the value of the insured estate or interest as insured and the value of the insured estate or interest subject to the defect, lien or encumbrance insured against by this policy.

(b) In the event the Amount of Insurance stated in Schedule A at the Date of Policy is less than 80 percent of the value of the insured estate or interest or the full consideration paid for the land, whichever is less, or if subsequent to the Date of Policy an improvement is erected on the land which increases the value of the insured estate or interest by at least 20 percent over the Amount of Insurance stated in Schedule A, then this Policy is subject to the following:

(i) where no subsequent improvement has been made, as to any partial loss, the Company shall only pay the loss pro rata in the proportion that the amount of insurance at Date of Policy bears to the total value of the insured estate or interest at Date of Policy; or

(ii) where a subsequent improvement has been made, as to any partial loss, the Company shall only pay the loss pro rata in the proportion that 120 percent of the Amount of Insurance stated in Schedule A bears to the sum of the Amount of Insurance stated in Schedule A and the amount expended for the improvement.

The provisions of this paragraph shall not apply to costs, attorneys' fees and expenses for which the Company is liable under this policy, and shall only apply to that portion of any loss which exceeds, in the aggregate, 10 percent of the Amount of Insurance stated in Schedule A.

(c) The Company will pay only those costs, attorneys' fees and expenses incurred in accordance with Section 4 of these Conditions and Stipulations.

**8. APPORTIONMENT.**

If the land described in Schedule A consists of two or more parcels which are not used as a single site, and a loss is established affecting one or more of the parcels but not all, the loss shall be computed and settled on a pro rata basis as if the amount of insurance under this policy was divided pro rata as to the value on Date of Policy of each separate parcel to the whole, exclusive of any improvements made subsequent to Date of Policy, unless a liability or value has otherwise been agreed upon as to each parcel by the Company and the insured at the time of the issuance of this policy and shown by an express statement or by an endorsement attached to this policy.

**9. LIMITATION OF LIABILITY.**

(a) If the Company establishes the title, or removes the alleged defect, lien or encumbrance, or cures the lack of a right of access to or from the land, or cures the claim of unmarketability of title, all as insured, in a reasonably diligent manner by any method, including litigation and the completion of any appeals therefrom, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused thereby.

(b) In the event of any litigation, including litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals therefrom, adverse to the title as insured.

(c) The Company shall not be liable for loss or damage to any insured for liability voluntarily assumed by the insured in settling any claim or suit without the prior written consent of the Company.

**10. REDUCTION OF INSURANCE; REDUCTION OR TERMINATION OF LIABILITY.**

All payments under this policy, except payments made for costs, attorneys' fees and expenses, shall reduce the amount of the insurance pro tanto.

**11. LIABILITY NONCUMULATIVE**

It is expressly understood that the amount of insurance under this policy shall be reduced by any amount the Company may pay under any policy insuring a mortgage to which exception is taken in Schedule B or to which the insured has agreed, assumed, or taken subject, or which is hereafter executed by an insured and which is a charge or lien on the estate or interest described or referred to in Schedule A, and the amount so paid shall be deemed a payment under this policy to the insured owner.

**12. PAYMENT OF LOSS.**

(a) No payment shall be made without producing this policy for endorsement of the payment unless the policy has been lost or destroyed, in which case proof of loss or destruction shall be furnished to the satisfaction of the Company.

(b) When liability and the extent of loss or damage has been definitely fixed in accordance with these Conditions and Stipulations, the loss or damage shall be payable within 30 days thereafter.

**13. SUBROGATION UPON PAYMENT OR SETTLEMENT.**

(a) The Company's Right of Subrogation.

Whenever the Company shall have settled and paid a claim under this policy, all right of subrogation shall vest in the Company unaffected by any act of the insured claimant.

The Company shall be subrogated to and be entitled to all rights and remedies which the insured claimant would have had against any person or property in respect to the claim had this policy not been issued. If requested by the Company, the insured claimant shall transfer to the Company all rights and remedies against any person or property necessary in order to perfect this right of subrogation. The insured claimant shall permit the Company to sue, compromise or settle in the name of the insured claimant and to use the name of the insured claimant in any transaction or litigation involving these rights or remedies.

If a payment on account of a claim does not fully cover the loss of the insured claimant, the Company shall be subrogated to these rights and remedies in the proportion which the Company's payment bears to the whole amount of the loss.

If loss should result from any act of the insured claimant, as stated above, that act shall not void this policy, but the Company, in that event, shall be required to pay only that part of any losses insured against by this policy which shall exceed the amount, if any, lost to the Company by reason of the impairment by the insured claimant of the Company's right of subrogation.

(b) The Company's Rights Against Non-insured Obligors.

The Company's right of subrogation against non-insured obligors shall exist and shall include, without limitation, the rights of the insured to indemnities, guaranties, other policies of insurance or bonds, notwithstanding any terms or conditions contained in those instruments which provide for subrogation rights by reason of this policy.

**14. ARBITRATION**

Unless prohibited by applicable law, either the Company or the insured may demand arbitration pursuant to the Title Insurance Arbitration Rules of the American Arbitration Association. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the insured arising out of or relating to this policy, any service of the Company in connection with its issuance or the breach of a policy provision or other obligation. All arbitrable matters when the Amount of Insurance is $1,000,000 or less shall be arbitrated at the option of either the Company or the insured. All arbitrable matters when the Amount of Insurance is in excess of $1,000,000 shall be arbitrated only when agreed to by both the Company and the insured. Arbitration pursuant to this policy and under the Rules in effect on the date the demand for arbitration is made or, at the option of the insured, the Rules in effect at Date of Policy shall be binding upon the parties. The award may include attorneys' fees only if the laws of the state in which the land is located permit a court to award attorneys' fees to a prevailing party. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof.

The law of the situs of the land shall apply to an arbitration under the Title Insurance Arbitration Rules.

A copy of the Rules may be obtained from the Company upon request.

**15. LIABILITY LIMITED TO THIS POLICY; POLICY ENTIRE CONTRACT.**

(a) This policy together with all endorsements, if any, attached hereto by the Company is the entire policy and contract between the insured and the Company. In interpreting any provision of this policy, this policy shall be construed as a whole.

(b) Any claim of loss or damage, whether or not based on negligence, and which arises out of the status of the title to the estate or interest covered hereby or by any action asserting such claim, shall be restricted to this policy.

(c) No amendment of or endorsement to this policy can be made except by a writing endorsed hereon or attached hereto signed by either the President, a Vice President, the Secretary, an Assistant Secretary, or validating officer or authorized signatory of the Company.

**16. SEVERABILITY.**

In the event any provision of the policy is held invalid or unenforceable under applicable law, the policy shall be deemed not to include that provision and all other provisions shall remain in full force and effect.

**17. NOTICES, WHERE SENT.**

All notices required to be given the Company and any statement in writing required to be furnished the Company shall include the number of this Policy and shall be addressed to TRANSNATION TITLE INSURANCE COMPANY, 101 Gateway Centre Parkway, Gateway One, Richmond, Virginia 23235-5153.

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

Date: May 31, 2000
Escrow Number: 410691

Property Address: V/L Laketon
Muskegon, Michigan

| PURCHASER'S STATEMENT | DEBIT | CREDIT |
|---|---|---|
| Purchaser Price | $ 17,424.00 | $ |
| Rent Adjustment | | |
| CLOSING FEES | 100.00 | |
| OWNERS PREMIUM | 178.00 | |
| Recording Fees | 12.00 | |
| City/County tax/stamps | 19.25 | |
| Transfer Tax | 131.25 | |
| Sub Total | $ 17,864.50 | $ |
| Due from Purchaser | | $ 17,864.50 |
| TOTALS | $ 17,864.50 | $ 17,864.50 |

************************************************************************************************************************

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

Purchaser(s) Signature(s):

City of Muskegon

BY____________________

BY____________________

AFFIDAVIT OF TITLE

STATE OF MICHIGAN } Title Commitment # 410691
}SS
COUNTY OF Muskegon }

That Joyce L. Hudson being first duly sworn on oath says that they are the true and lawful owner(s) of the premises located at:

V/L Laketon
Muskegon, Michigan

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):

Joyce Hudson

Joyce L. Hudson

Subscribed and sworn to, before me a Notary Public, this 31st day of May, 2000

______________________

Notary Public ______________ County

My Commission Expires: ____________

# WARRANTY DEED

STATUTORY FORM FOR INDIVIDUALS 410691

Form No. M-960

KNOW ALL MEN BY THESE PRESENTS: That Joyce L. Hudson
whose street number and post office address is 1672 Harvey Street
Muskegon, Michigan 49442

Convey and Warrant to City of Muskegon
whose street number and post office address is 933 Terrace
Muskegon, MI 49440

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

SEE EXHIBIT " A " ATTACHED HERETO AND MADE A PART HEREOF

More commonly known as: V/L Laketon, Muskegon, Michigan

AFFIX REVENUE STAMPS AFTER RECORDING

for the sum of ONE AND 00/100, (***$1.00*) Dollars
subject to easements, use, building and other restrictions of record, if any;

Dated this 31st day of May, 2000

| Signed and Sealed in presence of | Signed and Sealed: |
|---|---|
| Melinda K. Aldrink | Joyce Hudson |
| | Joyce L. Hudson |

STATE OF MICHIGAN }
} ss.
COUNTY OF Muskegon }

The foregoing instrument was acknowledged before me this 31st day of May, 2000
by Joyce L. Hudson

My Commission expires ____________, ____ Notary Public,______________ County, Michigan

| County Treasurer's Certificate | City Treasurer's Certificate |
|---|---|
| | |

| After recording return to: | Drafted By: |
|---|---|
| City of Muskegon | City of Muskegon |
| 933 Terrace | 933 Terrace |
| Muskegon, MI 49440 | Muskegon, MI 49440 |

ESCROW NO.: 410691
DATE : May 31, 2000

"EXHIBIT A"
LEGAL DESCRIPTION

The South 15 feet of the West 43 feet of Lot 6 and the South 15 feet of Lot 7 and the South 15 feet of vacated North-South alley lying between Lots 6 and 7, Block 462, Revised Plat (of 1903) of the City of Muskegon, as recorded in Liber 3 of Plats, Page 71, Muskegon County Records.
61-24-205-462-0007-00

Michigan Department of Treasury
L-4258 (Rev. 9/94)

# REAL ESTATE TRANSFER TAX VALUATION AFFIDAVIT

*This form is issued under authority of P.A. 134 of 1966 and 330 of 1993 as amended.*

This form must be filed when you choose not to enter the amount paid for real estate on the deed. It is required whether the transfer is taxable or not. It is not necessary when the amount paid is entered on the deed. This form must be completed and signed by either the seller or his/her authorized agent.

| | |
|---|---|
| 1. County<br>Muskegon | 2. City or Township<br>Muskegon |
| 3. Seller's Name and Mailing Address<br>Joyce L. Hudson<br><br>1672 Harvey Street<br>Muskegon, Michigan 49442 | 4. Purchaser's Name and Mailing Address<br>City of Muskegon<br><br>933 Terrace<br>Muskegon, MI 49440 |

| | | |
|---|---|---|
| 5. Type and Date of Document<br><br>___ Land Contract Date:<br><br>_x_ Deed Date: 05/31/00 | 6. Cash Payment<br><br>8. Amount of Mortgage/Land Contract | 7. Amount of County Tax<br>$19.25<br><br>9. Amount of State Tax<br>$131.25 |
| 10. If consideration is less than market value, state market value | 11. Total Consideration(add lines 6&8)<br>$17,424.00 | 12. Total Revenue Stamps<br>$150.50 |

13. Legal Description of Real Estate Transferred:

The South 15 feet of the West 43 feet of Lot 6 and the South 15 feet of Lot 7 and the South 15 feet of vacated North-South alley lying between Lots 6 and 7, Block 462, Revised Plat (of 1903) of the City of Muskegon, as recorded in Liber 3 of Plats, Page 71, Muskegon County Records.

State of Michigan }
}ss.
County of Muskegon }

*I certify that the information above is true and complete to the best of my knowledge and that the value stated is the full market value of the property.*

Dated this 31st day of May, 2000

Signed:

Subscribed and sworn to before me this 31st day of May, 2000

Joyce L Hudson

Joyce L. Hudson

Notary Public

My Commission Expires

Michigan Department of Treasury
2766 (9-97)

**L-4260**

This form is issued under authority of P.A. 415 of 1994. Filing is mandatory.

## 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 Laketon, Muskegon, Michigan
2. County: Muskegon
3. City/Township/Village of Real Estate: Muskegon — [X] City [ ] Township [ ] Village
4. Date of Transfer (or land contract was signed): 05/31/00
5. Purchase Price of Real Estate: $17,424.00
6. Property Identification Number (PIN) If you don't have a PIN, attach legal description: 61-24-205-462-0007-00

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: Joyce L. Hudson
8. Buyer's (Transferee) Name and Mailing Address: City of Muskegon, 933 Terrace, Muskegon, MI 49440

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 | Date | If signer is other than the owner, print name and title. |
|---|---|---|
| [signature] | 5/31/00 | |

410691

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

FILE # 410691
DATE: May 31st 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.

X 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):

City of Muskegon

BY *[signature]*

BY ______________________________

**Commission Meeting Date: May 9, 2000**

**Date:** May 3, 2000

**To:** Honorable Mayor and City Commissioners

**From:** Planning & Economic Development CBe

**RE:** Nine Month Extension to Repair Home

---

SUMMARY OF REQUEST:

To approve a 9 month extension to allow Sulyman Cotal to complete electrical, plumbing and exterior repairs to his home at 390 W. Muskegon. The original agreement between the City and Mr. Cotal stipulated that all repairs were to be completed within 18 months. The City has customarily granted extensions to persons who have shown that they are dedicated to completing repairs and contributing to the beautification of the City's Historic Districts. Due to past problems with repair work done by Mr. Cotal acting as his own contractor, this time extension is contingent upon all repairs being completed by licensed contractors and payment of all outstanding financial obligations to the City.

FINANCIAL IMPACT:

None.

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.

COMMITTEE RECOMMENDATION:

None.

Resolution No. 2000-50(c)

**MUSKEGON CITY COMMISSION**

RESOLUTION APPROVING NINE MONTH EXTENSION TO COMPLETE ELECTRICAL, PLUMBING, AND EXTERIOR REPAIRS.

WHEREAS, Sulyman Cotal has submitted a request for a time extension; and

WHEREAS, Mr. Cotal has made sufficient progress on the repair of his home located in the historic district; and

WHEREAS, the completion of the repairs in conjunction with exterior repairs will further enhance the ambiance of the City's Downtown;

NOW THEREFORE BE IT RESOLVED, that Sulyman Cotal be granted an additional nine months to complete electrical, plumbing and exterior repairs, contingent upon Mr. Cotal using licensed contractors to complete the repairs and payment of all financial obligations to the City.

Adopted this 9th day of May, 2000

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

Nays: None

Absent None

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

Attest: Gail A. Kundinger
Gail Kundinger, Clerk

CERTIFICATION

I hearby certify that the foregoing constitutes a true and complete copy of a resolution adopted by the City Commission of the City of Muskegon, County of Muskegon, Michigan at a regular meeting held on May 9, 2000.

By: Gail Kundinger
Gail Kundinger, Clerk

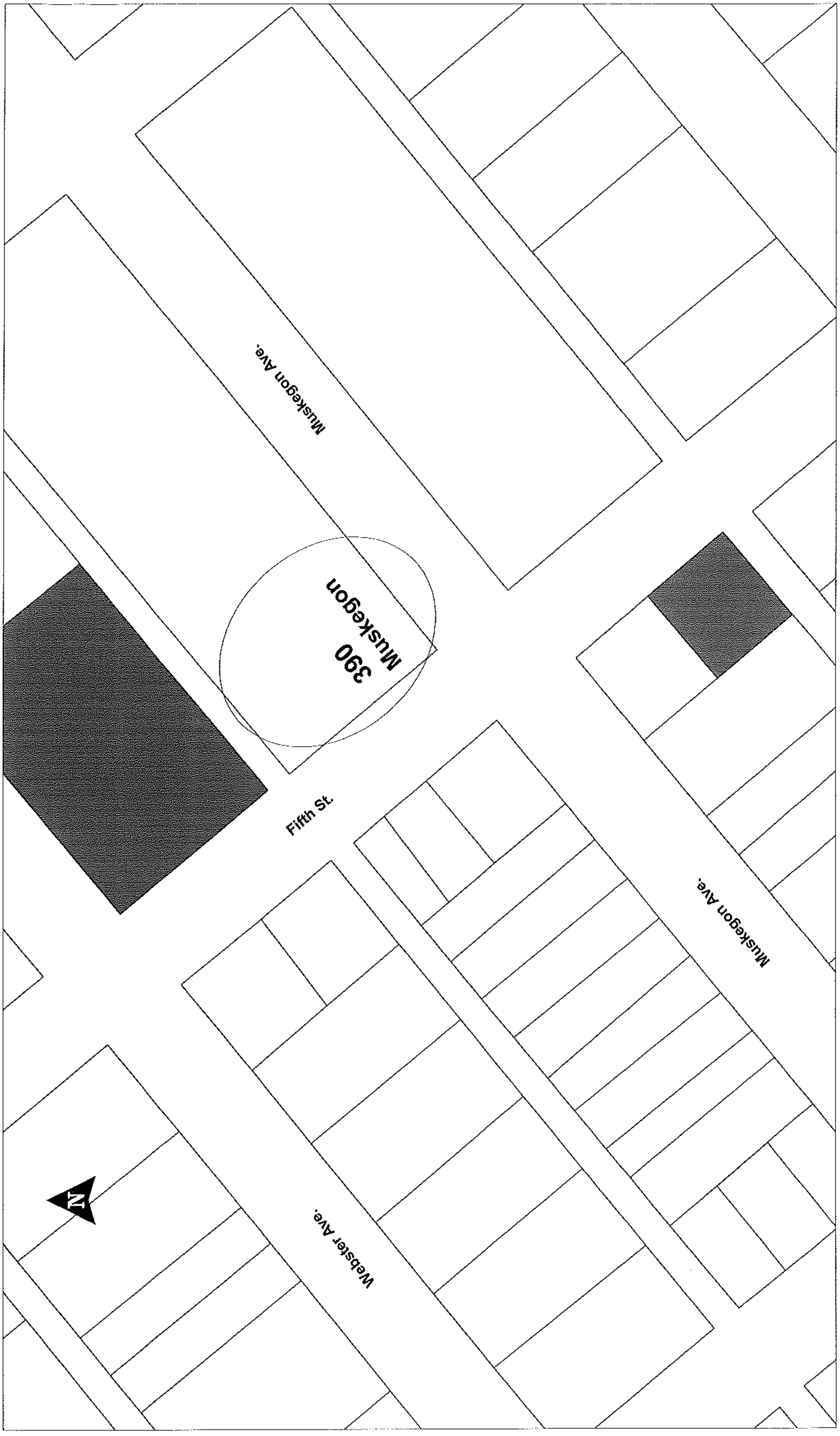
date: 4/18/2000

City of Muskegon

My house should have completed by 4/21/00 However I estimate I need additional 12 months to complete house. To repair left, electric and plumbing to city code

SULEYMAN COTAL
Suleyman Cotal

04/18/00
Can not be put on April 25 agenda, must wait until the first meeting in May. Jamika A. Hale


Muskegon Ave.
390
Muskegon
Fifth St.
Muskegon Ave.
Webster Ave.
N

**Commission Meeting Date: May 9, 2000**

**Date:** **April 27, 2000**

**To:** **Honorable Mayor and City Commissioners**

**From:** **Planning & Economic Development**

**RE:** **Sale of Non-Buildable Lot in Jackson Hill**

---

SUMMARY OF REQUEST:

To approve the sale of the vacant non-buildable lot designated as map number 24-31-20-207-015 to Tressa Bankhead of 428 Marquette . The lot has 34.5 feet of frontage, and is located between Wood and Charles Streets. The parcel is being offered to Ms. Bankhead for $100. No other adjacent property owners are interested in purchasing the property.

FINANCIAL IMPACT:

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

BUDGET ACTION REQUIRED:

None.

STAFF RECOMMENDATION:

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

COMMITTEE RECOMMENDATION:

None.

Resolution No. 2000-50(d)

**MUSKEGON CITY COMMISSION**

RESOLUTION APPROVING THE SALE OF A NON-BUILDABLE LOT IN JACKSON FOR $100.

WHEREAS, Tressa Bankhead has deposited $100 for map # 24-31-20-207-015, for the subject parcel located between Charles and Wood Streets;

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

WHEREAS, the sale is consistent with the Jackson Hill Marketing Strategy;

NOW THEREFORE BE IT RESOLVED, that map # 24-31-20-207-015 be sold to the above-mentioned buyer.

**(E 34 ½ Ft Lot 12 BLK 11)**

Adopted this 9th day of May, 2000

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

Nays: None

Absent None

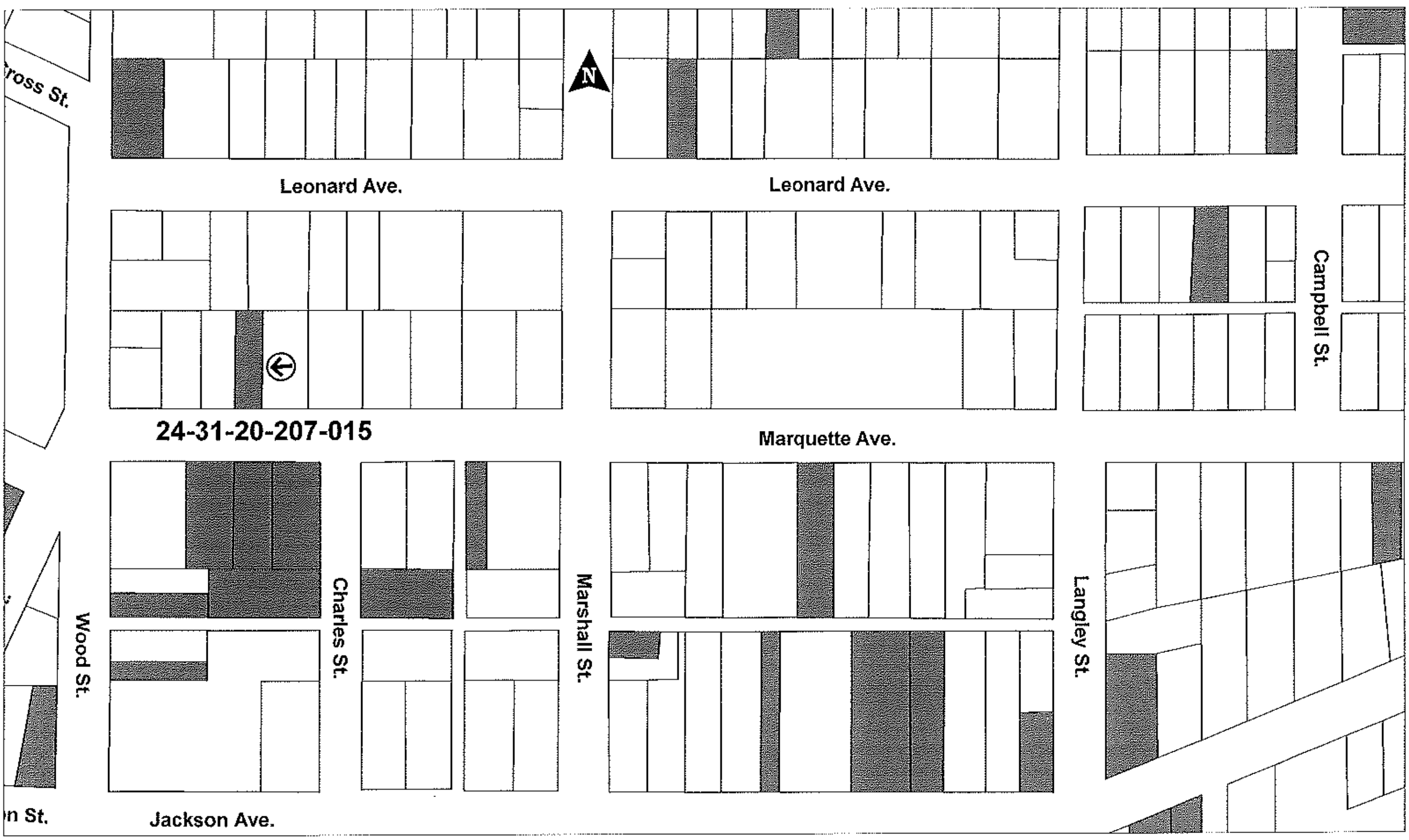
By: Fred J. Nielsen
Fred J. Nielsen, Mayor

Attest: Gail Kundinger
Gail Kundinger, Clerk

CERTIFICATION

I hearby certify that the foregoing constitutes a true and complete copy of a resolution adopted by the City Commission of the City of Muskegon, County of Muskegon, Michigan at a regular meeting held on May 9, 2000.

By: Gail Kundinger
Gail Kundinger, Clerk


Cross St.
Leonard Ave.
Leonard Ave.
Campbell St.
24-31-20-207-015
Marquette Ave.
Wood St.
Charles St.
Marshall St.
Langley St.
n St.
Jackson Ave.

# QUIT-CLAIM DEED

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

QUIT CLAIMS to Tressa Bankhead, of **428 Marquette,** Muskegon, MI 49442

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

**E 34 ½ Ft Lot 12 BLK 11 Revised Plat of 1903 City of Muskegon.**

for the sum of One hundred ($100) Dollars.

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

Dated this 11th day of May 2000

Signed in the presence of:

CITY OF MUSKEGON

Linda S. Potter
Linda S. Potter

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

Jo Ann Krukowski
Jo Ann Krukowski

and Gail A. Kundinger
Gail A. Kundinger, Its Clerk

STATE OF MICHIGAN
COUNTY OF MUSKEGON

The foregoing instrument was acknowledged before me this 11th day of May 2000, by FRED J. and GAIL A. KUNDINGER, Mayor and Clerk, respectively, of the CITY OF MUSKEGON, a municipal corporation, on behalf of the City.

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

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

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

**Commission Meeting Date: May 9, 2000**

**Date:** **May 3, 2000**

**To:** **Honorable Mayor and City Commissioners**

**From:** **Planning & Economic Development**

**RE:** **Sale of Vacant Land on Wesley Street in Marquette**

---

SUMMARY OF REQUEST:

To approve the sale of the lots 558 & 559 described as map number 24-31-21-179-009 to Yolanda Harris for the construction of a 3 bedroom single-family home with 1,500 square feet of living space. The lot is 120 feet X 132 feet. The appraised value of the land is $4,000 and Ms. Harris submitted the only bid of $4,000.

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. 2000-50(e)

**MUSKEGON CITY COMMISSION**

RESOLUTION APPROVING THE SALE OF URBAN RENEWAL LOTS.

WHEREAS, Yolanda Harris has submitted a bid of $4,000 for Urban Renewal Plat No 3 lots 558 & 559, located on Wesley near the corner of Agnes;

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, Ms. Harris 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 # 24-31-21-179-009 be sold to the aforementioned buyer contingent upon payment of all outstanding City obligations.

**(Urban Renewal Plat No 3 lots 558 & 559)**

Adopted this 9th day of May, 2000

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

Nays: None

Absent None

By: Fred J. Nielsen

Fred J. Nielsen, Mayor

Attest: Gail Kundinger

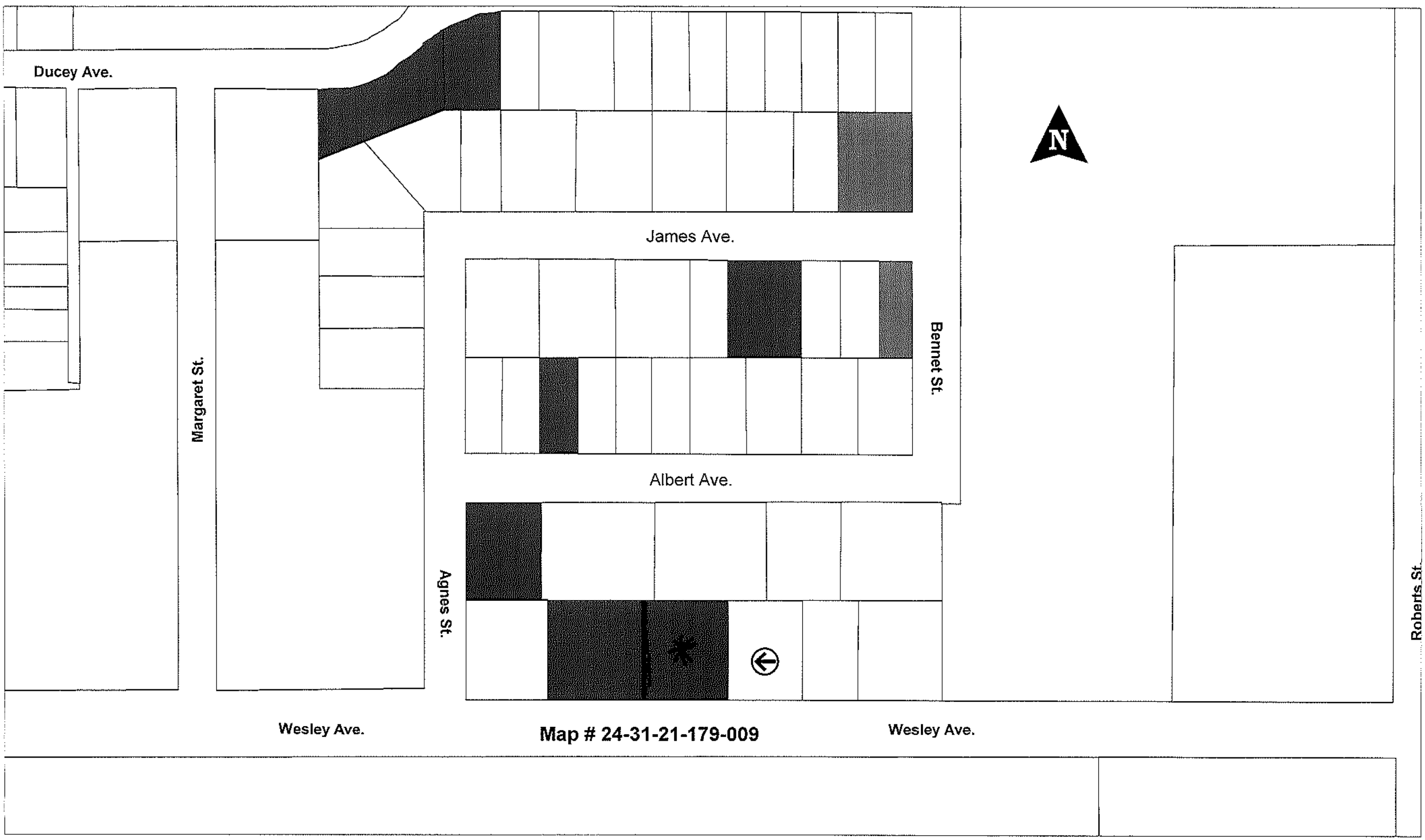
Gail Kundinger, Clerk

CERTIFICATION

I hearby certify that the foregoing constitutes a true and complete copy of a resolution adopted by the City Commission of the City of Muskegon, County of Muskegon, Michigan at a regular meeting held on May 9, 2000.

By: Gail Kundinger

Gail Kundinger, Clerk


Ducey Ave.
Margaret St.
James Ave.
Bennet St.
Albert Ave.
Agnes St.
Roberts St.
N
Wesley Ave.
Map # 24-31-21-179-009
Wesley Ave.

**Transnation**

TRANSNATION TITLE INSURANCE COMPANY

8 WEST WALTON STREET
MUSKEGON, MI 49440

№ 159788

No 159788

FILE NO. 410332 ABF ESCROW ACCOUNT

DATE 05/12/00

9-9/720

VOID

PAY THREE THOUSAND FIVE HUNDRED SEVENTY FIVE AND 00/100 DOLLARS

$ 3575.00

VOID AFTER 180 DAYS
COMERICA BANK
MUSKEGON, MI 49441

TO THE ORDER OF The City of Muskegon,

TRANSNATION TITLE INSURANCE COMPANY

By [signature] AUTHORIZED SIGNATURE

By AUTHORIZED COUNTERSIGNATURE

20443/20453

⑈159788⑈ ⑆072000096⑆ 1840353146⑈

| DATE | DESCRIPTION | AMOUNT |
|---|---|---|
| Bank 5344 | Check 159788 | |
| Order No 410332 Closed by ABF | Property V/L Wesley | |
| 410332 | | |
| Buyer Yolanda Harris | Seller City of Muskegon | |
| 05/12/00 Net proceeds to seller(s) | | 3575.00 |
| | | $3575.00 |

CK-9 (9/99)

TRANSNATION TITLE INSURANCE COMPANY

# REAL ESTATE PURCHASE AGREEMENT

THIS AGREEMENT is made **May 9, 2000** by and between the CITY OF MUSKEGON, a municipal corporation, with offices at 933 Terrace Street, Muskegon, Michigan 49440 ("Seller"), and **Yolanda Harris**, of **1041 Albert Street, 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.***
***6 Lots 558 & 559***

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 **four thousand** Dollars **($4,000)**, 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. **<u>Covenant to Construct Improvements and Use</u>**. 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. **<u>Survey</u>**. 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. **<u>Environmental Matters</u>. 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. **<u>Condition of Premises and Examination by Buyer</u>.** 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.

party.

10. **Closing**. The Closing date of this sale shall be on or before **June 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, convenants 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. **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 Porter

TAMIKA A. Hole

SELLER: CITY OF MUSKEGON

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

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

BUYER: **YOLANDA HARRIS**

By: Yolanda Harris

By: ______________________

Social Security No. 364-76-6192

Social Security No. _____-___-____

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

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

## 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 **Yolanda Harris** of **1041 Albert,** 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. 3 Lots 558 & 559**

for the sum of Four Thousand **($4,000.00)** Dollars.

PROVIDED, HOWEVER, Grantee, or her assigns, shall commence construction of a 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 11th day of May 2000

Signed in the presence of:

Linda S. Potter
Linda S. Potter

Shawna Hull
Shawna Hull

CITY OF MUSKEGON

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

and Gail A. Kundinger
Gail A. Kundinger, Its Clerk

STATE OF MICHIGAN
COUNTY OF MUSKEGON

The foregoing instrument was acknowledged before me this 11th day of May 2000, by FRED J. and GAIL A. KUNDINGER, Mayor and Clerk, respectively, of the CITY OF MUSKEGON, a municipal corporation, on behalf of the City.

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

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

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

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

Date: May 12, 2000
Escrow Number: 410332

Property Address: Vacant Land Wesley
Muskegon, Michigan 49442

SELLER'S STATEMENT

| | DEBIT | CREDIT |
|---|---|---|
| Purchase Price | $ | $ 4,000.00 |
| EXISTING LOAN | | |
| Deposit of earnest money | 200.00 | |
| CLOSING FEES | 75.00 | |
| OWNERS PREMIUM | 150.00 | |
| Real Estate Commission | | |
| Sub Total | $ 425.00 | $ 4,000.00 |
| Amount due Seller | $ 3,575.00 | |
| TOTALS | $ 4,000.00 | $ 4,000.00 |

**********************************************************************************************************************************

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):

The City of Muskegon,

BY________________________

Tamika A. Hale, Assistant Planner

MUSKEGON REAL ESTATE BOARD
ADDENDUM TO BUY and SELL AGREEMENT

Date: May 12, 2000,

Office of Phone REALTOR, MUSKEGON, MI

1. Addendum to Buy Sell Agreement dated covering property at Vacant Land Wesley, Muskegon, Michigan 49442 and legally described as:

   Lots 558 and 559, Muskegon Urban Renewal Plat No. 3, as recorded in Liber 19 of Plats, Pages 16, 17 and 18, Muskegon County Records.

2. This Addendum to be an integral part of attached Buy and Sell Agreement, which is amended as follows:

   The complete legal description of the property is stated above.

3. RECEIPT IS ACKNOWLEDGED BY BUYER of a copy of this Agreement.

Witness

Yolanda Harris

4. RECEIPT IS ACKNOWLEDGED BY SELLER of a copy of this Agreement.

Witness

The City of Muskegon,

BY

Tamika A. Hale, Assistant Planner

AFFIDAVIT OF TITLE

STATE OF MICHIGAN }
}SS
COUNTY OF Muskegon }

Title Commitment # 410332

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

Vacant Land Wesley
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):

The City of Muskegon,

BY: ______________________
Tamika A. Hale, Assistant Planner

Subscribed and sworn to, before me a Notary Public, this 12th day of May, 2000

______________________
Notary Public ______________ County

My Commission Expires: ______________

MARI K. LARSON
Notary Public, Muskegon County, MI
My Commission Expires 8-13-02

# SURVEY WAIVER

Date: May 12, 2000

RE: 410332

To: TRANSNATION TITLE INSURANCE CO
570 SEMINOLE ROAD, SUITE 102
MUSKEGON MI 49444

Property Address:
Vacant Land Wesley
Muskegon, Michigan 49442
County: Muskegon

We, the undersigned, purchasers and sellers, of the above captioned property, acknowledge we have been strongly advised by you to obtain a land survey showing the dimensions of the property and the location of all buildings situated thereon.

We have decided, completely of our own volition, not to obtain a survey and wish to complete the transaction without the recommended survey.

We hereby release TRANSNATION TITLE INSURANCE CO and, its employees and/or agents, from any responsibility and/or liability concerning or pertaining to survey matters, including, but not limited to size of lot or land, location of boundary line, location of building and encroachments.

PURCHASER(S):

Yolanda Harris

Yolanda Harris

SELLER(S):

The City of Muskegon,

BY Tamika A. Hale

Tamika A. Hale, Assistant Planner

**Commission Meeting Date: May 9, 2000**

**Date:** **May 3, 2000**

**To:** **Honorable Mayor and City Commissioners**

**From:** **Planning & Economic Development**

**RE:** **Sale of Vacant Land on Yuba Street in Jackson Hill**

---

SUMMARY OF REQUEST:

To approve the sale of the north 1/2 of the the lot described as map number 24-31-20-135-003 to Angela Jones for the construction of a single-family home with approximately 1,300 square feet of living space and a two stall garage. The lot is 100 feet X 132 feet. The appraised value of the land is $3,500 and Ms. Jones submitted the only bid of $3,600.

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 and is consistent with the Jackson Hill Marketing Strategy.

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 financial obligations to the City.

COMMITTEE RECOMMENDATION:

None.

Resolution No. 2000-50(f)

**MUSKEGON CITY COMMISSION**

RESOLUTION APPROVING THE SALE OF A BUILDABLE LOT IN JACKSON HILL.

WHEREAS, Angela Jones has submitted a bid of $3,600 for the lot described as map # 24-31-20-135-003, located on Yuba near the corner of Butler;

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, Ms. Jones 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 the Jackson Hill Marketing Strategy;

NOW THEREFORE BE IT RESOLVED, that the lot described as map # 24-31-20-135-003, located on Yuba near the corner of Butler be sold to the aforementioned buyer contingent on payment of all financial obligations to the City.

**(Lot 1 & the N ½ of Lot 2 all in BLK 129)**

Adopted this 9th day of May, 2000

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

Nays: None

Absent None

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

Attest: Gail Kundinger
Gail Kundinger, Clerk

CERTIFICATION

I hearby certify that the foregoing constitutes a true and complete copy of a resolution adopted by the City Commission of the City of Muskegon, County of Muskegon, Michigan at a regular meeting held on May 9, 2000.

By: Gail Kundinger
Gail Kundinger, Clerk

Butler Ave.
Western Ave.
Ottawa St.
N
Cross Ave.
Marquette Ave.
Yuba St.
Butler St.
Cross St.
Erickson St.
Wood St.
Adams St.
Marshall St.
Leonard Ave.

**Commission Meeting Date: May 9, 2000**

| | |
|---|---|
| **Date:** | **April 27, 2000** |
| **To:** | **Honorable Mayor and City Commissioners** |
| **From:** | **Planning & Economic Development** |
| **RE:** | **Acquisition of the home at 2013 Waalkes for Seaway Industrial Park** |

---

SUMMARY OF REQUEST:

Pursuant to the signed purchase agreement of Mr. & Mrs. Michael J. Rasmussen, the Planning Department seeks to acquire the home located at 2013 Waalkes. Acquisition of the home brings the City one step closer to the creation of the Seaway Industrial Park. The Rasmussens sent a letter to the Planning Department indicating a desire to sell their home. After an appraisal ($51,000), all parties agreed on a purchase price of $52,000. Funds used to acquire the home come from an Urban Land Assembly (ULA) grant. Upon approval of the City Commission, a closing will be scheduled for May 12, 2000.

FINANCIAL IMPACT:

The City will expend $52,000 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. 2000-50(g)

**MUSKEGON CITY COMMISSION**

RESOLUTION APPROVING THE ACQUISITION OF THE HOME LOCATED AT 2013 WAALKES STREET FOR $52,000.

WHEREAS, Mr. & Mrs. Michael J. Rasmussen have signed a purchase agreement for the City of Muskegon's acquisition of the property;

WHEREAS, the acquisition would enable the City to move closer to the creation of the Seaway Industrial Park;

WHEREAS, funds for the acquisition have been provided by an Urban Land Assembly grant;

NOW THEREFORE BE IT RESOLVED, that the City of Muskegon purchase the home located at 2013 Waalkes.

Adopted this 9th day of May, 2000

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

Nays: None

Absent None

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

Attest: Gail Kundinger
Gail Kundinger, Clerk

CERTIFICATION

I hearby certify that the foregoing constitutes a true and complete copy of a resolution adopted by the City Commission of the City of Muskegon, County of Muskegon, Michigan at a regular meeting held on May 9, 2000.

By: Gail Kundinger
Gail Kundinger, Clerk

# REAL ESTATE PURCHASE AGREEMENT

THIS AGREEMENT is made APRIL 24, 2000, by and between **MICHAEL J. RASMUSSEN and CAROL J. RASMUSSEN,** husband and wife, of 2013 Waalkes Street, Muskegon, Michigan 49441 ("Seller"), and the **CITY OF MUSKEGON,** a municipal corporation, of 933 Terrace, 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:

Lots 5 and 6, of Block 2, of Young and Williams Addition;

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-two Thousand Dollars ($52,000), payable in cash or city check to Buyer at Closing.

3. **Partial Waiver of Public Acquisition and Relocation Requirements. Seller understands that this sale constitutes an acquisition for a public purpose, and that Buyer may be subject to the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, as well as the Uniform Condemnation Procedures Act of the State of Michigan. Seller is fully aware of the market value of the property and believes the price and terms of this sale reflect that value. Seller waives any written notice of value or further written offer. Seller and Buyer acknowledge entitlement to relocation assistance payments to Seller and/or Tenants as may be required and appropriate. Seller has received a copy of the publication: "When a Public Agency Acquires Your Property," published by the United States Department of Housing and Urban Development, and Seller and Tenants have received a copy of the publication: "Your Rights and Benefits When Displaced by a Transportation Project," published by the Michigan Department of Transportation, which accurately sets forth the relocation benefits applicable to this project.**

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

5. **Title Insurance.** Seller agrees to deliver to Buyer's attorney, ten (10) days prior to closing, a commitment for title insurance, issued by Transnation Title Insurance Company, for an amount not less than the purchase price stated in this Agreement, guaranteeing title on the conditions required herein. In the event the reservations, restrictions or easements of record disclosed by said title commitment is, in the sole discretion of Buyer, deemed unreasonable, the Seller shall have forty-five (45) days from the date Seller is notified in writing of such

unreasonableness of restriction and such unmarketability of title, to remedy such objections. If Seller resolves such restrictions and remedies the title (by obtaining satisfactory title insurance or otherwise) within the time specified, Buyer agrees to complete this sale as herein provided, within ten (10) days of written notification thereof. If the Seller fails to resolve such restrictions or remedy the title within the time above specified or fails to obtain satisfactory title insurance, this Agreement will be terminated at the Buyer's option. The premium for the owners title policy shall be paid by Buyer.

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

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

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

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

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

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

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

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

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

11. **Closing.** The closing date of this sale shall be on or before MAY 12, 2000 ("Closing"). The Closing shall be conducted at Transnation Title Insurance Company, 570 Seminole Road, Ste. 102, Muskegon, MI 49444. The parties shall execute an IRS Closing Report at the Closing.

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

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

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

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

16. **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

Angie Berdinta
Angie Berdinta

BUYER: CITY OF MUSKEGON

By Fred J. Nielsen
Fred J. Nielsen, Mayor

By Gail A. Kundinger
Gail A. Kundinger, Clerk

SELLER:

Michael J. Rasmussen
Michael J. Rasmussen (SS# 383-64-2589)

Carol J. Rasmussen
Carol J. Rasmussen (SS# 328-56-3540 )

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

Issued By
Transnation Title Insurance Company

**Transnation**
A LandAmerica company

# Residential Title Insurance Policy
# One-To-Four Family Residences

## COVERED TITLE RISKS

This Policy covers the following title risks, if they affect your title on the Policy Date.

1. Someone else owns an interest in your title.
2. A document is not properly signed, sealed, acknowledged, or delivered.
3. Forgery, fraud, duress, incompetency, incapacity or impersonation.
4. Defective recording of any document.
5. You do not have any legal right of access to and from the land.
6. There are restrictive covenants limiting your use of the land.
7. There is a lien on your title because of:
   - a mortgage or deed of trust
   - a judgment, tax, or special assessment
   - a charge by a homeowner's or condominium association
8. Others have rights arising out of leases, contracts, or options.
9. Someone else has a recorded easement on your land.
10. Your title is unmarketable, which allows another person to refuse to perform a contract to purchase, to lease or to make a mortgage loan.
11. You are forced to remove your existing structure — other than a boundary wall or fence — because:
    - it violates a restriction shown in Schedule B
    - it violates an existing zoning law
12. You cannot use the land because use as a single-family residence violates a restriction shown in Schedule B or an existing zoning law.
13. Other defects, liens, or encumbrances.

TRANSNATION TITLE INSURANCE COMPANY

TRANSNATION TITLE INSURANCE COMPANY INCORPORATED SEPT. 16, 1992 ARIZONA

Attest: Wm. Chadwick Perrine
Secretary

By: Janet A. Alpert
President

**Transnation**
A LANDAMERICA COMPANY

## TABLE OF CONTENTS



## OWNER'S INFORMATION SHEET

Your Title Insurance Policy is a legal contract between you and Transnation Title Insurance Company.

It applies only to a one-to-four family residential lot or condominium unit. If your land is not either of these, contact us immediately.

The Policy insures you against certain risks to your land title. These risks are listed on page one of the Policy. The Policy is limited by:

- Exclusions on page 2
- Exceptions on Schedule B
- Conditions on page 6

You should keep the Policy even if you transfer the title to your land.

If you want to make a claim, see Item 3 under Conditions on page 6.

You do not owe any more premiums for the Policy.

This sheet is not your insurance Policy. It is only a brief outline of some of the important Policy features. The Policy explains in detail your rights and obligations and our rights and obligations. Since the Policy - and not this sheet - is the legal document, YOU SHOULD READ THE POLICY VERY CAREFULLY.

If you have any questions about your Policy, contact:


TRANSNATION TITLE INSURANCE COMPANY
101 Gateway Centre Parkway
Gateway One
Richmond, Virginia 23235-5153


## EXCLUSIONS

In addition to the Exceptions in Schedule B, you are not insured against loss, costs, attorneys' fees, and expenses resulting from:

1. Governmental police power, and the existence or violation of any law or government regulation. This includes building and zoning ordinances and also laws and regulations concerning:
   - land use
   - improvements on the land
   - land division
   - environmental protection

   This exclusion does not apply to violations or the enforcement of these matters which appear in the public records at Policy Date.

   This exclusion does not limit the zoning coverage described in Items 12 and 13 of Covered Title Risks.

2. The right to take the land by condemning it, unless:
   - a notice of exercising the right appears in the public records on the Policy Date
   - the taking happened prior to the Policy Date and is binding on you if you bought the land without knowing of the taking
3. Title Risks:
   - that are created, allowed, or agreed to by you
   - that are known to you, but not to us, on the Policy Date - unless they appeared in the public records
   - that result in no loss to you
   - that first affect your title after the Policy Date - this does not limit the labor and material lien coverage in Item 8 of Covered Title Risks
4. Failure to pay value for your title.
5. Lack of a right:
   - to any land outside the area specifically described and referred to in Item 3 of Schedule A

     or
   - in streets, alleys, or waterways that touch your land

   This exclusion does not limit the access coverage in Item 5 of Covered Title Risks.

Issued with Policy No.

## SCHEDULE A

Amount $52,000.00
Premium $

Policy No. 410651
Order No.

Date: May 12, 2000 or the date of recording of the instrument(s) creating the estate or interest insured herein, whichever is later.

## INSURED

City of Muskegon, a Municipal Corporation

1. The estate or interest in the land described or referred to in this schedule covered by this policy is fee simple.

2. Title to the estate or interest covered by this policy at the date hereof is vested in:

   City of Muskegon, a Municipal Corporation

3. The land referred to in this policy is situated in the City of Muskegon, County of Muskegon, State of Michigan, and is described as follows:

   Lots 5 and 6, Block 2 of Young and Williams Addition, as recorded in Liber 3 of Plats, Page 39, Muskegon County Records.

TRANSNATION TITLE INSURANCE COMPANY

Countersigned:

By ______________________
Authorized Officer or Agent



Form 1141-16

Policy No. 410651 File No.

## SCHEDULE B

EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

1. Rights or claims of parties in possession not shown of record.

2. Unrecorded water, mineral and oil rights, unrecorded easements and claims of easement, boundary line disputes not disclosed of record and any matters which would be disclosed by an accurate survey and inspection of the premises.

3. Mechanics' liens not of record.

4. The dower or homestead rights, if any, of the wife of any individual insured or of any individual shown herein to be a party in interest.

5. Building and use restrictions not appearing in the record chain of title, but omitting restrictions, if any, based on race, color, religion or national origin.

mkl

**OWNER'S COVERAGE STATEMENT**

Issued By
TRANSNATION TITLE INSURANCE COMPANY

**Transnation**

**POLICY NUMBER**

410651

This policy insures your title to the land described in Schedule A - if that land is a one-to-four family residential lot or condominium unit.
Your insurance, as described in this Coverage Statement, is effective on the Policy Date shown in Schedule A.
Your insurance is limited by the following:

* Exclusion on page 2
* Exceptions in Schedule B
* Conditions on page 6

We insure you against actual loss resulting from:

* any title risks covered by this Policy - up to the Policy Amount
  and
* any costs, attorneys' fees and expenses we have to pay under this Policy

## COMPANY'S DUTY TO DEFEND AGAINST COURT CASES

We will defend your title in any court case as to that part of the case that is based on a Covered Title Risk insured against by this Policy.
We will pay the costs, attorneys' fees, and expenses we incur in that defense.
We can end this duty to defend your title by exercising any of our options listed in Item 4 of the Conditions.

TRANSNATION TITLE INSURANCE COMPANY

Countersigned:

By ______________________
Authorized Officer or Agent

This Policy is not complete without Schedules A and B.

## CONDITIONS

1. DEFINITIONS
   a. **Easement** - the right of someone else to use your land for a special purpose.
   b. **Land** - the land or condominium unit described in Schedule A and any improvements on the land which are real property.
   c. **Mortgage** - a mortgage, deed of trust, trust deed or other security instrument.
   d. **Public Records** - title records that give constructive notice of matters affecting your title - according to the state statutes where your land is located.
   e. **Title** - the ownership of your interest in the land, as shown in Schedule A.
2. CONTINUATION OF COVERAGE
   This Policy protects you as long as you:
   - own your title
     or
   - own a mortgage from anyone who buys your land
     or
   - are liable for any title warranties you make

   This Policy protects anyone who receives your title because of your death.
3. HOW TO MAKE A CLAIM
   a. **You Must Give The Company Notice Of Your Claim**
   If anyone claims a right against your insured title, you must notify us promptly in writing.
   Send the notice to Transnation Title Insurance Company, 101 Gateway Centre Parkway, Gateway One, Richmond, Virginia 23235-5153.
   Please include the Policy number shown in Schedule A, and the county and state where the land is located.
   Our obligation to you could be reduced if:
   - you fail to give prompt notice
     and
   - your failure affects our ability to dispose of or to defend you against the claim.

   b. **Proof Of Your Loss Must Be Given To The Company**
   You must give us a written statement to prove your claim of loss. This statement must be given to us not later than 90 days after you know the facts which will let you establish the amount of your loss.
   The statement must have the following facts:
   - the Covered Title Risks which resulted in your loss
   - the dollar amount of your loss
   - the method you used to compute the amount of your loss

   You may want to provide us with an appraisal of your loss by a professional appraiser as a part of your statement of loss.
   We may require you to show us your records, checks, letters, contracts, and other papers which relate to your claim of loss. We may make copies of these papers.
   We may require you to answer questions under oath.
   Our obligation to you could be reduced if you fail or refuse to:
   - provide a statement of loss
     or
   - answer our questions under oath
     or
   - show us the papers we request,
     and
   - your failure or refusal affects our ability to dispose of or to defend you against the claim
4. OUR CHOICES WHEN YOU NOTIFY US OF A CLAIM
   After we receive your claim notice or in any other way learn of a matter for which we are liable, we can do one or more of the following:
   a. Pay the claim against your title.
   b. Negotiate a settlement.
   c. Prosecute or defend a court case related to the claim.
   d. Pay you the amount required by this Policy.
   e. Take other action which will protect you.
   f. Cancel this Policy by paying the Policy Amount, then in force, and only those costs, attorneys' fees and expenses incurred up to that time which we are obligated to pay.
5. HANDLING A CLAIM OR COURT CASE
   You must cooperate with us in handling any claim or court case and give us all relevant information.
   We are required to repay you only for those settlement costs, attorneys' fees and expenses that we approve in advance.
   When we defend your title, we have a right to choose the attorney. We can appeal any decision to the highest court. We do not have to pay your claim until your case is finally decided.
6. LIMITATION OF THE COMPANY'S LIABILITY
   a. We will pay up to your actual loss or the Policy Amount in force when the claim is made - whichever is less.
   b. If we remove the claim against your title within a reasonable time after receiving notice of it, we will have no further liability for it.
   If you cannot use any of your land because of a claim against your title, and you rent reasonable substitute land or facilities, we will repay you for your actual rent until:
   - the cause of the claim is removed
     or
   - we settle your claim

   c. The Policy Amount will be reduced by all payments made under this policy - except for costs, attorneys' fees and expenses.
   d. The Policy Amount will be reduced by any amount we pay to our insured holder of any mortgage shown in this Policy or a later mortgage given by you.
   e. If you do anything to affect any right of recovery you may have, we can subtract from our liability the amount by which you reduced the value of that right.
7. TRANSFER OF YOUR RIGHTS
   When we settle a claim, we have all the rights you had against any person or property related to the claim. You must transfer these rights to us when we ask, and you must not do anything to affect these rights. You must let us use your name in enforcing these rights.
   We will not be liable to you if we do not pursue these rights or if we do not recover any amount that might be recoverable.
   With the money we recover from enforcing these rights, we will pay whatever part of your loss we have not paid. We have a right to keep what is left.
8. ARBITRATION
   If it is permitted in your state, you or the Company may demand arbitration.
   The arbitration shall be binding on both you and the Company. The arbitration shall decide any matter in dispute between you and the Company.
   The arbitration award may:
   - include attorneys' fees if allowed by state law
   - be entered as a judgment in the proper court.

   The arbitration shall be under the Title Insurance Arbitration Rules of the American Arbitration Association. You may choose current Rules or Rules in existence on Policy Date.
   The law used in the arbitration is the law of the place where the property is located.
   You can get a copy of the Rules from the Company.
9. OUR LIABILITY IS LIMITED TO THIS POLICY
   This Policy, plus any endorsements, is the entire contract between you and the Company. Any claim you make against us must be made under this Policy and is subject to its terms.



Valid only if Schedules A and B are attached.

TRANSNATION TITLE INSURANCE COMPANY

Date: May 12, 2000
Escrow Number: 410651

Property Address: 2013 Waalkes
Muskegon, Michigan 49441

| PURCHASER'S STATEMENT | DEBIT | CREDIT |
|---|---|---|
| Purchaser Price | $ 52,000.00 | $ |
| Rent Adjustment | | |
| CLOSING FEES | 150.00 | |
| OWNERS PREMIUM | 312.00 | |
| Recording Fees | 10.00 | |
| Sub Total | $ 52,472.00 | $ |
| Due from Purchaser | | $ 52,472.00 |
| TOTALS | $ 52,472.00 | $ 52,472.00 |

*****************************************************************************************************************

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

Purchaser(s) Signature(s):

City of Muskegon

BY [signature]

Tamika A. Hale, Assistant Planner

# WARRANTY DEED

STATUTORY FORM FOR INDIVIDUALS 410651

Form No. M-960

KNOW ALL MEN BY THESE PRESENTS: That Michael J. Rasmussen and Carol J. Rasmussen, husband and wife

whose street number and post office address is 2013 Waalkes
Muskegon, Michigan 49441

Convey and Warrant to City of Muskegon, a Municipal Corporation

whose street number and post office address is 933 Terrace
Muskegon, MI 49440

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

Lots 5 and 6, Block 2 of Young and Williams Addition, as recorded in Liber 3 of Plats, Page 39, Muskegon County Records.
61-24-895-002-0005-00

More commonly known as: 2013 Waalkes, Muskegon, Michigan 49441

AFFIX REVENUE STAMPS AFTER RECORDING

for the sum of ONE AND 00/100, (***$1.00*) Dollars
subject to easements, use, building and other restrictions of record, if any;

Dated this 12th day of May, 2000

| Signed and Sealed in presence of | Signed and Sealed: |
|---|---|
| Mari K. Larson | Michael J. Rasmussen |
| | Michael J. Rasmussen |
| | Carol J. Rasmussen |
| | Carol J. Rasmussen |

STATE OF MICHIGAN }
} ss.
COUNTY OF Muskegon }

The foregoing instrument was acknowledged before me this 12th day of May, 2000
by Michael J. Rasmussen and Carol J. Rasmussen, husband and wife

Mari K. Larson

MARI K. LARSON
Notary Public, Muskegon County, MI
My Commission expires My Commission Expires 8-13-02

Notary Public, ______________ County, Michigan

| County Treasurer's Certificate | City Treasurer's Certificate |
|---|---|
| | |

| After recording return to: | Drafted By: |
|---|---|
| City of Muskegon | Michael J. Rasmussen |
| 933 Terrace | 2013 Waalkes |
| Muskegon, MI 49440 | Muskegon, MI 49441 |

Michigan Department of Treasury
L-4258 (Rev. 9/94)

# REAL ESTATE TRANSFER TAX VALUATION AFFIDAVIT

*This form is issued under authority of P.A. 134 of 1966 and 330 of 1993 as amended.*

This form must be filed when you choose not to enter the amount paid for real estate on the deed. It is required whether the transfer is taxable or not. It is not necessary when the amount paid is entered on the deed. This form must be completed and signed by either the seller or his/her authorized agent.

| | |
|---|---|
| 1. County<br>Muskegon | 2. City or Township<br>Muskegon |
| 3. Seller's Name and Mailing Address<br>Michael J. Rasmussen<br>Carol J. Rasmussen<br>2013 Waalkes<br>Muskegon, Michigan 49441 | 4. Purchaser's Name and Mailing Address<br>City of Muskegon<br><br>933 Terrace<br>Muskegon, MI 49440 |

| | | |
|---|---|---|
| 5. Type and Date of Document<br>___ Land Contract Date:<br>_x_ Deed Date: 05/12/00 | 6. Cash Payment<br><br>8. Amount of Mortgage/Land Contract | 7. Amount of County Tax<br>$57.20<br>9. Amount of State Tax<br>$390.00 |
| 10. If consideration is less than market value, state market value | 11. Total Consideration(add lines 6&8)<br>$52,000.00 | 12. Total Revenue Stamps<br>$447.20 |

13. Legal Description of Real Estate Transferred:

Lots 5 and 6, Block 2 of Young and Williams Addition, as recorded in Liber 3 of Plats, Page 39, Muskegon County Records.

State of Michigan }
}ss.
County of Muskegon }

*I certify that the information above is true and complete to the best of my knowledge and that the value stated is the full market value of the property.*

Dated this 12th day of May, 2000

Signed:

Michael J. Rasmussen

Michael J. Rasmussen

Carol J. Rasmussen

Carol J. Rasmussen

Subscribed and sworn to before me this 12th day of May, 2000

Mari K. Larson

Notary Public

MARI K. LARSON
Notary Public, Muskegon County, MI
My Commission Expires 8-13-02

My Commission Expires

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

FILE # 410651
DATE: May 12th 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:

X 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:

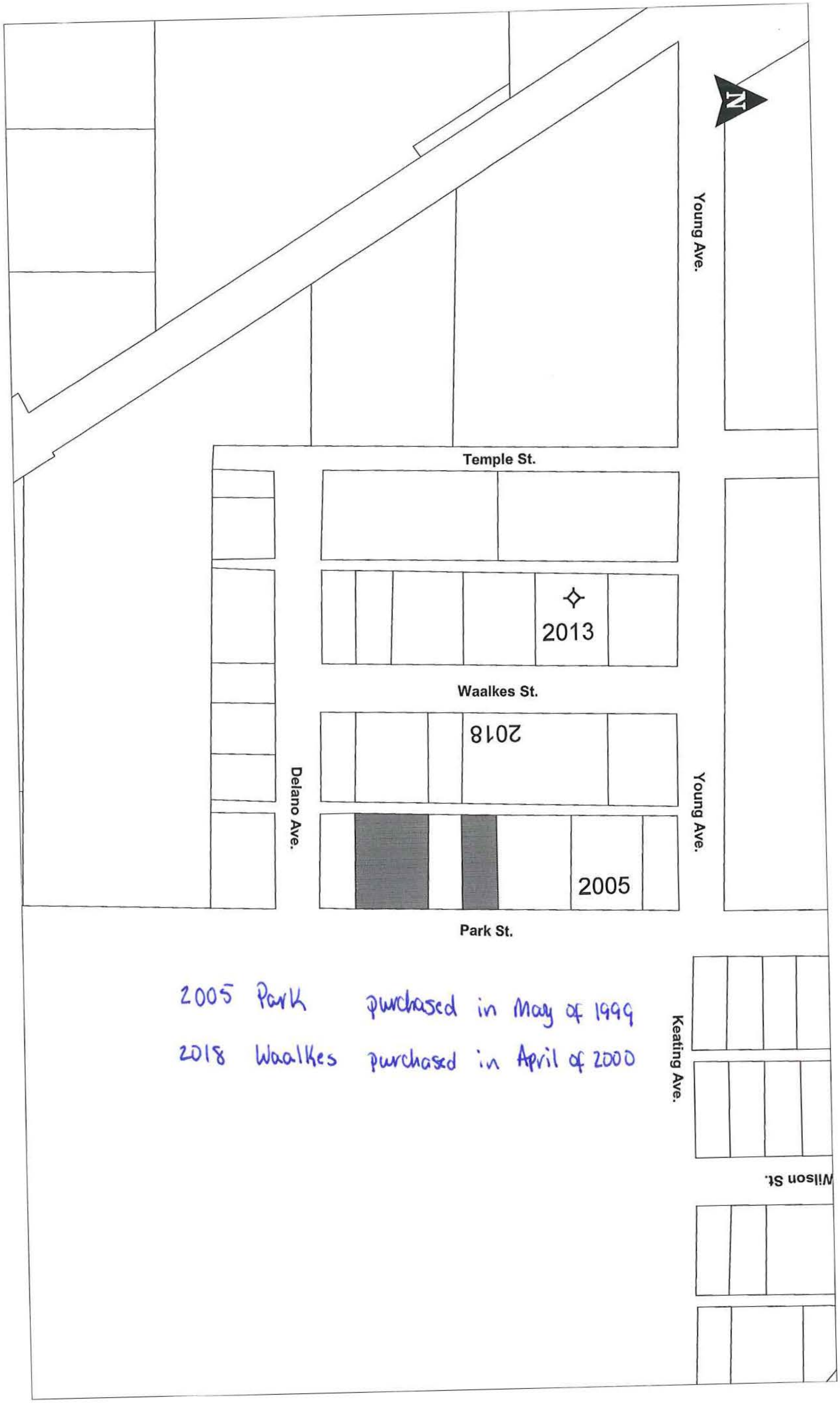
X The undersigned do not request Transnation Title Insurance Company to file the form on their behalf.

___ 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):

City of Muskegon

BY ______________________
Tamika A. Hale, Assistant Planner




2005 Park purchased in May of 1999

2018 Waalkes purchased in April of 2000

Date: May 9, 2000

To: Honorable Mayor and City Commissioners

From: Engineering

RE: Change Order on Ellifson, Mulder to Getty

---

## SUMMARY OF REQUEST:

It is requested that you authorize the city manager to approve the attached change order on Ellifson between Mulder and Getty. Your authorization is requested since the C.O. amount of $11,410 is over 20% of the project cost that staff is authorized to approve.

The Change Order was, for the most part, necessary to cover the costs associated with replacing 11-galvenised water services with copper ones. The galvanized services were discovered while installing the storm sewer.

## FINANCIAL IMPACT:

The value of the change order of $11,410 plus the engineering cost.

## BUDGET ACTION REQUIRED:

None

## STAFF RECOMMENDATION:

Approve the change order.

## COMMITTEE RECOMMENDATION:

| CONTRACTOR | | CITY OF MUSKEGON | DATE 04/24/00 |
|---|---|---|---|
| CONTRACTOR | JACKSON-MERKEY CONTRACTORS, INC | H-1036 | SHEET NO. 1 OF 1 SHEETS |
| ADDRESS | 555 E. WESTERN<br>MUSKEGON, MICHIGAN 49442 | ELLIFSON AVENUE, MULDER TO GETTY | CHANGE ORDER NO. 1 |

| | ITEM OF WORK DESCRIPTION, REASON, LOCATION | UNIT | QUANTITY PROPOSAL | QUANTITY AS BUILT | QUANTITY INCREASE + | QUANTITY DECREASE - | UNIT COST | AMOUNT INCREASE | AMOUNT DECREASE |
|---|---|---|---|---|---|---|---|---|---|
| 1 | TO FURNISH ALL LABOR, EQUIPMENT AND MATERIAL TO RELOCATE 72 L. FT. CHAIN LINK FENCE FROM STA. 3+53 LT TO 4+25 LT @ 750 ELLIFSON. THE FENCE WAS TOO CLOSE TO THE PROPOSED ROADWAY AND REQUIRED RELOCATION. | L. FT. | 0 | 72 | 72 | | $7.50 | $540.00 | |
| 2 | TO FURNISH ALL LABOR, EQUIPMENT AND MATERIAL TO PLACE 31 L. FT. TRENCH REPAIR LOCAL STREET TYPE III. DUE TO GRADE AND ALIGNMENT CONFLICT, THE CONTRACTOR WAS REQUIRED TO CONNECT THE NEW STORM TO AN EXISTING STORM MANHOLE IN THE PAVED INTERSECTION OF ELLIFSON AND MULDER. THIS TRENCH REPAIR INCLUDES SAW CUTTING, PAVEMENT REMOVAL, 47.28 S.YD. AGGREGATE BASE, 3.90 TON BITUMINOUS LEVELING 3B AND 3.90 TON BITUMINOUS TOP 4B. | L. FT. | 0 | 31 | 31 | | $36.75 | $1,139.25 | |
| 3 | TO FURNISH ALL LABOR, EQUIPMENT AND MATERIALS TO PLACE 11 CORPORATION STOPS FOR WATER SERVICE REPLACEMENTS. THE EXISTING WATER SERVICES ON ELLIFSON AVE. WERE DETERIORATED GALVANIZED PIPES AND REQUIRED REPLACEMENT BEFORE THE ROAD WAS PAVED. | EACH | 0 | 11 | 11 | | $230.00 | $2,530.00 | |
| 4 | TO FURNISH ALL LABOR, EQUIPMENT AND MATERIALS TO PLACE 9 CURB STOPS FOR WATER SERVICE REPLACEMENTS. THE EXISTING WATER SERVICES ON ELLIFSON AVE. WERE DETERIORATED GALVANIZED PIPES AND REQUIRED REPLACEMENT BEFORE THE ROAD WAS PAVED. | EACH | 0 | 9 | 9 | | $225.00 | $2,025.00 | |
| 5 | TO FURNISH ALL LABOR, EQUIPMENT AND MATERIALS TO PLACE 2 METER PITS, COMPLETE FOR WATER SERVICE REPLACEMENTS. THE EXISTING WATER SERVICES ON ELLIFSON AVE. WERE DETERIORATED GALVANIZED PIPES AND REQUIRED REPLACEMENT BEFORE THE ROAD WAS PAVED. | EACH | 0 | 2 | 2 | | $685.00 | $1,370.00 | |
| 6 | TO FURNISH ALL LABOR, EQUIPMENT AND MATERIALS TO PLACE 213 L. FT. WATER SERVICE, 1" TYPE K COPPER FOR WATER SERVICE REPLACEMENTS. THE EXISTING WATER SERVICES ON ELLIFSON AVE. WERE DETERIORATED GALVANIZED PIPES AND REQUIRED REPLACEMENT BEFORE THE ROAD WAS PAVED. | L. FT. | 0 | 213 | 213 | | $17.75 | $3,780.75 | |
| 7 | TO FURNISH ALL LABOR, EQUIPMENT AND MATERIALS TO REPAIR AN EXISTING SANITARY SEWER SERVICE THAT WAS BROKEN WHILE SETTING A NEW CATCH BASIN AT STA. 2+35 RT. THE SERVICE WAS NOT MARKED OR SHOWN ON THE PLAN. | LUMP | 0 | 1 | 1 | | $190.00 | $190.00 | |
| 8 | TO FURNISH ALL LABOR, EQUIPMENT AND MATERIALS TO ABANDON WATER SERVICE. THESE SERVICES WERE LOCATED AT STA. 1+17 RT AND 6+25 RT AND WERE NO LONGER NEEDED. THE WORK INCLUDED EXCAVATING THE SERVICE AND DISCONNECTING IT FROM THE EXISTING WATERMAIN AND REMOVING THE EXISTING CURB STOP OR METER PIT AT THE PROPERTY LINE. | EACH | 0 | 2 | 2 | | $165.00 | $330.00 | |
| 9 | TO FURNISH ALL LABOR, EQUIPMENT FOR EXPLORATORY WORK. THE CONTRACTOR WAS ORDERED TO ATTEMPT TO LOCATE TWO EXISTING WATER SERVICES ON ELLIFSON THAT THE CITY COULD NOT LOCATE. | LUMP | 0 | 1 | 1 | | $90.00 | $90.00 | |
| 10 | TO FURNISH ALL LABOR, EQUIPMENT AND MATERIAL TO ADJUST WATER VALVE BOX WHICH WAS LOCATED AT STA. 2+72 LT. IT WAS NOT SHOWN ON THE PLAN AND REQUIRED ADJUSTMENT | EACH | 0 | 1 | 1 | | $310.00 | $310.00 | |
| 11 | THIS ITEM COVERS FOR REIMBURSEMENT FOR WATER SERVICE MATERIALS SUPPLIED BY THE CITY. | LUMP | 0 | -1 | -1 | | $895.00 | $0.00 | $895.00 |

ORIGINAL CONTRACT PRICE $51,128.85

The above change is ordered subject to conditions set forth above and the Contract Price is revised from $51,128.85 to $62,538.85 and the Contract Time is not changed.

| | AMOUNT INCREASE | AMOUNT DECREASE |
|---|---|---|
| TOTALS | $12,305.00 | $895.00 |
| NET +/- | $11,410.00 | |

1. The aforementioned changes, and work affected thereby, are subject to all contract stipulations and covenants.
2. The Rights of the City of Muskegon are not prejudiced.
3. All claims against the City of Muskegon which are incidental to or as a consequence of the aforementioned change are satisfied.

PROCEED ORDER ISSUED DATE

PROCEED ORDER NECESSARY

| CONTRACTOR APPROVAL | CITY OF MUSKEGON APPROVAL |
|---|---|
| AUTHORIZED REPRESENTATIVE AND DATE | AUTHORIZED REPRESENTATIVE AND DATE |
| PRINTED NAME AND TITLE | PRINTED NAME AND TITLE |
| | Douglas V. Erickson |
| | PREPARED BY |

CITY OF MUSKEGON
DEPARTMENT OF ENGINEERING
CONSTRUCTION ESTIMATE

PROJECT NUMBER H-1036 203-97034-5346

SHEET NO. 1 OF 1 SHEETS

CONTRACT DATE 7-20-99 COMPLETION DATE 10-15-99

CONTRACTOR JACKSON-MERKEY CONTRACTORS
ADDRESS 555 E WESTERN
MUSKEGON, MICHIGAN 49442

ESTIMATE N 2 FINAL TO 04/24/00 (DATE)
TITLE: ELLIFSON, MULDER TO GETTY
CONTRACT PRICE $51,128.65
DATE STAR 8/10/99 DATE COMPLETED 9/2/1999

| | ITEM OF WORK | UNIT | ORIGINAL QUANTITY | QUANTITY TO DATE | UNIT PRICE | AMOUNT | % COMP |
|---|---|---|---|---|---|---|---|
| 1 | ADJUSTING MANHOLE CASTING | EACH | 1 | 2 | $415.00 | $830.00 | 200 |
| 2 | AGGREGATE BASE COURSE, 22A, 8" C.I.P. | S.Y.D. | 1129 | 1111 | $4.75 | $5,277.25 | 98 |
| 3 | AGGREGATE BASE COURSE, 22A, AS NEEDED | TON | 20 | 6.67 | $22.00 | $146.74 | 33 |
| 4 | BITUMINOUS LEVELING COURSE MIXTURE, 3B @ 165#/SYD | TON | 105 | 112.43 | $52.00 | $5,846.36 | 107 |
| 5 | BITUMINOUS TOP COURSE MIXTURE, 4B @ 165#/SYD | TON | 105 | 86.60 | $56.00 | $4,849.60 | 82 |
| 6 | CATCH BASIN CASTING E.J. #7045 OR EQ. | EACH | 1 | 1 | $510.00 | $510.00 | 100 |
| 7 | CATCH BASIN STANDARD | EACH | 1 | 1 | $1,520.00 | $1,520.00 | 100 |
| 8 | CONCRETE APPROACH, STD., 6" | S.Y.D. | 53 | 46.36 | $31.00 | $1,437.16 | 87 |
| 9 | CONCRETE CURB AND GUTTER, STANDARD, DETAIL 3 | L. FT | 1188 | 1171 | $8.75 | $10,246.25 | 99 |
| 10 | CONCRETE SIDEWALK, 4" | S.FT | 6 | 0 | $2.75 | $0.00 | 0 |
| 11 | CONCRETE SIDEWALK, 6" | S. FT | 82 | 123.08 | $3.60 | $443.09 | 150 |
| 12 | EXCAVATION | C. YD | 418 | 418 | $11.80 | $4,932.40 | 100 |
| 13 | MANHOLE CASTING EAST JORDAN #1000 OR EQUAL | EACH | 2 | 3 | $450.00 | $1,350.00 | 150 |
| 14 | MANHOLE STANDARD, 4' I.D., 0' TO 10' DEEP | EACH | 1 | 1 | $1,635.00 | $1,635.00 | 100 |
| 15 | PREPARED SOIL & SEED, CLASS A | S. YD | 800 | 486.69 | $2.80 | $1,362.73 | 61 |
| 16 | REMOVING CONCRETE APPROACH | S. YD | 12 | 9.32 | $20.00 | $186.40 | 78 |
| 17 | REMOVING CONCRETE SIDEWALK | S. FT | 6 | 2.70 | $2.50 | $6.75 | 45 |
| 18 | REMOVING PAVEMENT INCLUDING C & G | SYD | 11 | 7.73 | $19.00 | $146.87 | 70 |
| 19 | REMOVING TREE 8" TO 12" | EACH | 1 | 1 | $190.00 | $190.00 | 100 |
| 20 | REMOVING TREE 13" TO 24" | EACH | 2 | 0 | $330.00 | $0.00 | 0 |
| 21 | REMOVING TREE 25" TO 36" | EACH | 1 | 3 | $525.00 | $1,575.00 | 300 |
| 22 | STORM SEWER, 12' C76 CLASS V | L. FT | 175 | 207.5 | $24.00 | $4,980.00 | 119 |
| 23 | TRAFFIC CONTROL | LUMP | 1 | 1 | $3,445.00 | $3,445.00 | 100 |
| 24 | SEE C.O. # 1, ITEM NO. 1- RELOCATE FENCE | L.FT. | 0 | 72 | $7.50 | $540.00 | 100 |
| 25 | SEE C.O. # 1, ITEM NO. 2- TRENCH REPAIR LOCAL STREET TYPE III | L.FT. | 0 | 31 | $36.75 | $1,139.25 | 100 |
| 26 | SEE C.O. #1, ITEM NO. 3- CORPORATION STOP, 1" | EACH | 0 | 11 | $230.00 | $2,530.00 | 100 |
| 27 | SEE C.O. #1, ITEM NO. 4- CURB STOP, 1" | EACH | 0 | 9 | $225.00 | $2,025.00 | 100 |
| 28 | SEE C.O. #1, ITEM NO. 5- METER PIT, COMPLETE | EACH | 0 | 2 | $685.00 | $1,370.00 | 100 |
| 29 | SEE C.O. #1, ITEM NO. 6-WATER SERVICE, 1" TYPE K COPPER | L. FT. | 0 | 213.0 | $17.75 | $3,780.75 | 100 |
| 30 | SEE C.O. #1, ITEM NO. 7- REPAIR SANITARY SEWER SERVICE | LUMP | 0 | 1.0 | $190.00 | $190.00 | 100 |
| 31 | SEE C.O. #1, ITEM NO. 8- ABANDON WATER SERVICE | EACH | 0 | 2 | $165.00 | $330.00 | 100 |
| 32 | SEE C.O. #1, ITEM NO. 9- EXPLORATORY WORK | LUMP | 0 | 1.00 | $90.00 | $90.00 | 100 |
| 33 | SEE C.O. #1, ITEM NO. 10- ADJUST WATER VALVE BOX | EACH | 0 | 1 | $310.00 | $310.00 | 100 |
| 34 | SEE C.O. #1, ITEM NO. 11- REIMBURSEMENT FOR CITY MATERIALS | LUMP | 0 | -1 | $895.00 | ($895.00) | 100 |

PREVIOUS ESTIMATES AUTHORIZED

| CONSTRUCTION ESTIMATE NUMBER | DATE | AMOUNT |
|---|---|---|
| 1 | 9/20/99 | $49,898.27 |

| | | |
|---|---|---|
| TOTAL AMOUNT EARNED | | $62,326.60 |
| AMOUNT RESERVED | 0% | $0.00 |
| GROSS ESTIMATE | | $62,326.60 |
| LESS TOTAL DEDUCTIONS | | |
| TOTAL AMOUNT ALLOWED | | $62,326.60 |
| LESS PREVIOUS ESTIMATES | | $49,898.27 |
| AMOUNT DUE CONTRACTOR | | $12,428.33 |

CONTRACTOR APPROVAL

SIGNATURE DATE

PRINTED NAME & TITLE

Douglas V. Erickson 4/26/00
PROJECT ENGINEER DATE

AUTHORIZED REPRESENTATIVE DATE

CITY MANAGER DATE

Date May 2, 2000

To: Honorable Mayor and City Commission:

From: Wilmern G. Griffin Community and Neighborhood Services Director W. G.

Re: Selection of Paint Contractors for Annual Paint Program

Summary of Request: The Community and Neighborhood Services Department solicited qualification for painting contractors to paint low income residents owner-occupied homes through the City's Annual Paint program. A total of three (3) contractors returned the requested information, the contractors were.

1. Ted Hill

2. Orlando Brown (MBE)

3. Dennis West (MBE)

The staff of the Community and Neighborhood Services Department would like to recommend that all three (3) contractors be selected for this years paint program. The reasoning for the recommendation is that more low-income families can be assisted with three different crews working . Secondly with three crews the program should be completed before September 15, 2000, which is the dated that HUD's new Lead Based Paint Abatement requirements are to start. Which will probably significantly increase the cost of painting resident's homes. Lastly by using all three contractors the City will increase the number of minority and female contractors that it is using in its programs. Which is an issue that HUD is very concern about in regards to the City of Muskegon housing programs.

**2000**

**PAINT PROGRAM**

**COMPENSATION**

**HOUSE**

**TRIM**

| | |
|---|---|
| SINGLE STORY | $370.00 |
| STORY AND ONE-HALF | $490.00 |
| RANCH | $490.00 |
| TWO STORY | $620.00 |

**COMPLETE**

| | |
|---|---|
| SINGLE STORY | $735.00 |
| STORY AND ONE-HALF | $980.00 |
| RANCH | $980.00 |
| TWO STORY | $1,245.00 |
| TWO AND ONE-HALF STORY | $1,675.00 |

**GARAGE**

**TRIM**

| | |
|---|---|
| DETACHED GARAGE | $100.00 |

**COMPLETE**

| | |
|---|---|
| DETACHED GARAGE (ONE STALL) | $185.00 |
| DETACHED GARAGE (TWO STALL) | $220.00 |
| SHED | $100.00 |

**CONTRACT FOR LABOR**
**BETWEEN THE CITY OF MUSKEGON DEPARTMENT OF**
**COMMUNITY & NEIGHBORHOOD SERVICES**

**And**

**TED E. HILL**

THIS CONTRACT entered into as of the 1st day of June, 2000 by and between the **CITY OF MUSKEGON, DEPARTMENT OF COMMUNITY & NEIGHBORHOOD SERVICES** hereinafter referred to as the "City", and Orlando Brown, hereinafter referred to as "Contractor",

**WITNESSETH:**

**WHEREAS,** the City is authorized to undertake certain activities in the provision of assistance through its Community Development Block Grant program, as funded by the U.S. Department of Housing and Urban Development;

**WHEREAS,** the City uses a portion of its CDBG funds to operate a Summer Paint Program to assist low-income City residents with home improvements; and

**WHEREAS,** the City desires to engage the Contractor to provide labor for the City's Paint Assistance Program,;

**NOW THEREFORE,** the parties hereto do mutually agree as follows:

**SECTION 1: CONTRACT DOCUMENTS**

The contract documents consist of this Contract, a Contractor Application contained in Appendix A, and a Contract Budget contained in Appendix B. The information contained in Appendices A and B, as stated and incorporated by reference shall be considered fully a part of this Contract and shall be fully binding upon the City and the Contractor, for purposes of this Contract.

**SECTION 2: SCOPE OF SERVICE**

The Contractor shall provide sufficient labor necessary for the painting of structures identified by the City. Specific activities will include, but not be limited to, scraping, caulking, application of primer and application of paint. The City will give the Contractor written notice of each property to be painted under this Contract. The City reserves the right to limit the number of properties painted by a single contractor, and to regulate the number of properties that any contractor is painting at one time. The Contractor shall do, perform and carry out this scope of work in a satisfactory and proper manner, as determined by the City, to accomplish the objectives defined herein.

**SECTION 3: TIME OF PERFORMANCE**

The services of the Contractor are to commence upon June 1, 2000 and shall continue until completion of the City's 2000 Summer Paint Program, as proposed, ending no later than September 15, 2000.

**SECTION 4:COMPENSATION**

The City shall compensate the Contractor for services provided in strict accordance with the Budge in Appendix B. Requests for budget revisions or change orders are subject to the review of the City. In no case shall payment for services provided under this Contract exceed budget amounts without prior written City approval.

Payments shall be made by presentation of proper invoices and documentation to support all costs billed. Requests for payment should be submitted weekly and should be itemized according to the address of each property where service was provided. Payment shall only be made for properties that have been completed by the Contractor and approved by City Inspectors.

All payments under this Contract shall be made according to the regular City of Muskegon, Michigan bi-weekly payment schedule. Payments to be made on the second ($2^{nd}$) and fourth ($4^{th}$) Friday of the month. Payment requests shall be processed according to the date and time the request is received by the Department of Neighborhood and Construction Services.

The Contractor will be paid, reimbursed, or otherwise compensated solely with funds provided by the U.S. Department of Housing and Urban Development. The Contractor expressly understands and agrees that all rights, demands and claims to compensation arising under this Contract shall be conditioned and contingent upon receipt of such funds by the City of Muskegon. In the event that such funds are not received by the City for any reason, the Contractor expressly agrees and covenants to hold and save harmless the City or its agents or employees from any costs, expenses, liabilities, or obligations arising from the claims or any person or persons for any cost they have incurred or claim to have incurred by reason of subcontract or subagreement with the Contractor.

**SECTION 5: NON-DISCRIMINATION/EQUAL OPPORTUNITY**

A. Nondiscrimination in the Provision of Services

The Contractor agrees that no person shall, on the grounds of race, religion, color, national origin, sex, age, handicapped condition, ancestry, family status or veterans status be excluded from participation in, denied commodities/services herein. The Contractor shall comply with all existing Federal, State, and local laws, rules and regulations regarding equal opportunity and nondiscrimination, affirmative action procedures, fair housing, and laws, rules and regulations regarding the prescribed use of CDBG funds.

B. Nondiscrimination in Employment

The Contractor agrees to not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, handicapped condition, national origin, ancestry, veterans status, or family status. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, color, sex, age, handicapped condition, national origin, ancestry, veterans status, or family status. Such action shall include, but not be limited to, the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

**SECTION 6: WORKFORCE ANALYSIS AND SUBCONTRACTS**

Prior to performing any services under this Contract, the Contractor shall provide a written list of all laborers who will be involved in the performance of this Contact to the City. Any changes to this workforce analysis must be submitted to the City in writing, prior to the change taking place. Violations of this provision may result in the City's issuance of a Stop Work Order or termination of the Contract.

The Contractor shall not enter into any agreement, written or oral, with any subcontractor or permit any subcontractor to perform any work covered by this Contract until the Contractor has requested and received written approval of such agreement from the City.

The Contractor shall insure that all subcontracts let in the performance of this Contract shall be awarded on a fair and open competition basis. Executed copies of all subcontracts shall be forwarded to the City along with documentation of the selection process.

The Contractor shall include all of the provisions of this Contract to be included in, and made a part of, any subcontract executed in the performance of this Contract.

The Contractor shall be as fully responsible to the City for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by the subcontractors, as the Contractor is for the acts and omissions of persons directly employed by the Contractor.

**SECTION 7: INSURANCE AND INDEMNIFICATION**

A. Within seven (7) days of receiving notification of Contract award from the City, the Contractor will submit to the City a Certificate of Insurance certifying that for the period covered by this Contract, the Contractor carries:

   a. Worker's compensation insurance including Employer's Liability Coverage in accordance all applicable statutes of the State of Michigan.

   b. General Liability insurance, including a Broad Form General Liability Endorsement or Equivalent, with minimum aggregate limits of $100,000 to protect the Contractor against claims for damage to property of others or for injury to or death of one or more than one person due to accidents which may occur or result from the Contractor's performance under this Contract.

   c. Property Liability insurance, with minimum aggregate limits of $50,000.

   d. Any and all additional insurance required by the laws of the State of Michigan

B. The insurance certificates required under this Contract shall name the City as an additional insured Party and shall obligate the insurer to provide a defense against all claims brought against the City by virtue of this Contact. Documentation shall include evidence of coverage as it applies to the specific delivery of services as outlined by the Contract herein. The certificate shall provide that they cannot be canceled or modified without fifteen (15) days advance written notice to the City by the insurance company.

   Should the insurer as required by this Section refuse to provide the City with a defense then the contractor at its own expense shall provide the City with a defense.

C. The Contractor shall also certify that any subcontractors under this Contract meet the insurance requirements as provided in this Section. The City reserves the right to require insuranc documentation from all subcontractors under this Contract.

D. The City and Contractor acknowledge that the Contractor is an independent contractor in all of the Contractor's activities and that in the course of such activities, at no time do the Contractor, its officers, directors (trustees), members, employees, volunteers, or other persons acting on behalf of Contractor become the agents of the City for any purpose, and at no time shall the City become liable in any manner whatever for any of the actions or activities of the Contractor, its officers, directors (trustees), members, employees, volunteers, or other persons acting on behalf of the Contractor.

E. In the event any person shall undertake to hold the City liable for any conduct or activities of the Contractor, its officers, directors (trustees), members, employees, volunteers, or other person acting on behalf of the Contractor, the Contractor expressly agrees to hold the City harmless of and from any such liability in respect to bodily or personal injury, death, and property damage arising from acts or omissions, or violations of civil rights or discrimination laws, state or federal.

F. Nothing contained in this Contract is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the City and the Contractor. The City shall be exempt from payment of all employee benefits including Unemployment Compensation, FICA, retirement, life and/or medical insurance and Worker's Compensation Insurance on behalf of the Contractor. If any portion of the Contractor's CDBG allocation under this Contract is used to pay employee benefit costs, the Contractor is still wholly responsible for payment of these costs and settlement of any claims resulting from its actions.

G. The Contractor shall comply with the provisions of the contract agreement, and likewise agree to hold and save the City, its officers, agents and employees harmless from liability of any nature or kind including costs and expenses for, or on account of, any or all suits for damages sustained by any persons or property resulting in whole or in part from the negligent performance or omission of any employee, agent or representative of the Contractor.

## SECTION 8: CONTRACT DURATION AND TERMINATION PROVISION

A. This Contract shall become effective June 1, 2000. This Contract shall be in effect for three and one-half (3 1/2) consecutive months from the effective date unless terminated according to the provisions of this Section.

B. This Contract may be terminated by the City for failure of the Contractor to comply with the terms of the Contract upon fifteen (15) days written notice to the Contractor.

C. If the Contractor shall fail, refuse or neglect to comply with the provisions of Section 5: Non-discrimination/equal Opportunity, such failure shall be deemed a total breach of the contract and such contract may be terminated, canceled or suspended, in whole or in part, and the Contractor may be declared ineligible for any further City contracts for a period of up to one year. In addition, the Contractor may be declared ineligible for further U.S. government contracts.

D. This Contract may be terminated for convenience by either party, in accordance with 24 CFR 85.44, at any time upon thirty (30) days written notice to the other party.

E. If the Contract is terminated, canceled or suspended according to the provisions of this Section, the Contractor shall have no claims for damages against the City on account of cancellation or suspension or declaration of ineligibility.

## SECTION 9: MODIFICATION AND RENEGOTIATION

A. This contract will be subject to modification and/or renegotiation to conform with any changes caused by amendments or revisions in Federal laws and regulations. This Contract may also be modified to reflect changes in funding amounts or other grant conditions related to the use of U.S. Department of Housing and Urban Development funds.

B. The City or the Contractor may amend this Contract at any time provided that such amendments make specific reference to this Contract and are executed in writing, signed by a duly authorized representative of both organizations, and approved by the City of Muskegon. Such amendments shall not invalidate this Contract, nor relieve or release the City or the Contractor from its obligations under this Contract.

## SECTION 10: ALL TERMS AND CONDITIONS ARE INCLUDED IN CONTRACT

This Contract contains all the terms and conditions agreed upon by the parties. All items incorporated by reference, including Appendices A and B, and referenced federal regulations, are made wholly a part of this Contract as if incorporated herein. No other understandings, oral or otherwise, regarding the subject matter of this Contract shall be deemed to exist or to bind any of the parties hereto.

**IN WITNESS WHEREOF,** the parties hereto and hereinafter set their hands and seals on the day and year hereinabove written.

CITY OF MUSKEGON, MICHIGAN
BY:

Fred J. Haken
Fred Nielsen, Mayor

ATTEST:

Gail A. Kundinger
Gail A. Kundinger
City Clerk

CONTRACTOR
BY:

Ted E Hill
Ted E. Hill

WITNESS:

Ardyce G. Haken
Ardyce G. Haken
Housing Rehabilitation Specialist

374740996
Federal Tax ID Number

**APPENDIX A: CONTRACTOR'S APPLICATION FOR PARTICIPATION**

**2000**

**PAINT PROGRAM**

**COMPENSATION**

**HOUSE**

**TRIM**

| | |
|---|---|
| SINGLE STORY | $370.00 |
| STORY AND ONE-HALF | $490.00 |
| RANCH | $490.00 |
| TWO STORY | $620.00 |

**COMPLETE**

| | |
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| SINGLE STORY | $735.00 |
| STORY AND ONE-HALF | $980.00 |
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| TWO STORY | $1,245.00 |
| TWO AND ONE-HALF STORY | $1,675.00 |

**GARAGE**

**TRIM**

| | |
|---|---|
| DETACHED GARAGE | $100.00 |

**COMPLETE**

| | |
|---|---|
| DETACHED GARAGE (ONE STALL) | $185.00 |
| DETACHED GARAGE (TWO STALL) | $220.00 |
| SHED | $100.00 |

CONTRACT FOR LABOR
BETWEEN THE CITY OF MUSKEGON DEPARTMENT OF
COMMUNITY & NEIGHBORHOOD SERVICES

**And**

**ORLANDO BROWN**

THIS CONTRACT entered into as of the 1st day of June, 2000 by and between the **CITY OF MUSKEGON, DEPARTMENT OF COMMUNITY & NEIGHBORHOOD SERVICES** hereinafter referred to as the "City", and Orlando Brown, hereinafter referred to as "Contractor",

**WITNESSETH:**

**WHEREAS,** the City is authorized to undertake certain activities in the provision of assistance through its Community Development Block Grant program, as funded by the U.S. Department of Housing and Urban Development;

**WHEREAS,** the City uses a portion of its CDBG funds to operate a Summer Paint Program to assist low-income City residents with home improvements; and

**WHEREAS,** the City desires to engage the Contractor to provide labor for the City's Paint Assistance Program,;

**NOW THEREFORE,** the parties hereto do mutually agree as follows:

**SECTION 1: CONTRACT DOCUMENTS**

The contract documents consist of this Contract, a Contractor Application contained in Appendix A, and a Contract Budget contained in Appendix B. The information contained in Appendices A and B, as stated and incorporated by reference shall be considered fully a part of this Contract and shall be fully binding upon the City and the Contractor, for purposes of this Contract.

**SECTION 2: SCOPE OF SERVICE**

The Contractor shall provide sufficient labor necessary for the painting of structures identified by the City. Specific activities will include, but not be limited to, scraping, caulking, application of primer and application of paint. The City will give the Contractor written notice of each property to be painted under this Contract. The City reserves the right to limit the number of properties painted by a single contractor, and to regulate the number of properties that any contractor is painting at one time. The Contractor shall do, perform and carry out this scope of work in a satisfactory and proper manner, as determined by the City, to accomplish the objectives defined herein.

**SECTION 3: TIME OF PERFORMANCE**

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The Contractor will be paid, reimbursed, or otherwise compensated solely with funds provided by the U.S. Department of Housing and Urban Development. The Contractor expressly understands and agrees that all rights, demands and claims to compensation arising under this Contract shall be conditioned and contingent upon receipt of such funds by the City of Muskegon. In the event that such funds are not received by the City for any reason, the Contractor expressly agrees and covenants to hold and save harmless the City or its agents or employees from any costs, expenses, liabilities, or obligations arising from the claims or any person or persons for any cost they have incurred or claim to have incurred by reason of subcontract or subagreement with the Contractor.

**SECTION 5: NON-DISCRIMINATION/EQUAL OPPORTUNITY**

A. Nondiscrimination in the Provision of Services

The Contractor agrees that no person shall, on the grounds of race, religion, color, national origin, sex, age, handicapped condition, ancestry, family status or veterans status be excluded from participation in, denied commodities/services herein. The Contractor shall comply with all existing Federal, State, and local laws, rules and regulations regarding equal opportunity and nondiscrimination, affirmative action procedures, fair housing, and laws, rules and regulations regarding the prescribed use of CDBG funds.

B. Nondiscrimination in Employment

The Contractor agrees to not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, handicapped condition, national origin, ancestry, veterans status, or family status. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, color, sex, age, handicapped condition, national origin, ancestry, veterans status, or family status. Such action shall include, but not be limited to, the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

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The Contractor shall include all of the provisions of this Contract to be included in, and made a part of, any subcontract executed in the performance of this Contract.

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**SECTION 7: INSURANCE AND INDEMNIFICATION**

A. Within seven (7) days of receiving notification of Contract award from the City, the Contractor will submit to the City a Certificate of Insurance certifying that for the period covered by this Contract, the Contractor carries:

   a. Worker's compensation insurance including Employer's Liability Coverage in accordance all applicable statutes of the State of Michigan.

   b. General Liability insurance, including a Broad Form General Liability Endorsement or Equivalent, with minimum aggregate limits of $100,000 to protect the Contractor against claims for damage to property of others or for injury to or death of one or more than one person due to accidents which may occur or result from the Contractor's performance under this Contract.

   c. Property Liability insurance, with minimum aggregate limits of $50,000.

   d. Any and all additional insurance required by the laws of the State of Michigan

B. The insurance certificates required under this Contract shall name the City as an additional insured Party and shall obligate the insurer to provide a defense against all claims brought against the City by virtue of this Contact. Documentation shall include evidence of coverage as it applies to the specific delivery of services as outlined by the Contract herein. The certificate shall provide that they cannot be canceled or modified without fifteen (15) days advance written notice to the City by the insurance company.

   Should the insurer as required by this Section refuse to provide the City with a defense then the contractor at its own expense shall provide the City with a defense.

C. The Contractor shall also certify that any subcontractors under this Contract meet the insurance requirements as provided in this Section. The City reserves the right to require insuranc documentation from all subcontractors under this Contract.

D. The City and Contractor acknowledge that the Contractor is an independent contractor in all of the Contractor's activities and that in the course of such activities, at no time do the Contractor, its officers, directors (trustees), members, employees, volunteers, or other persons acting on behalf of Contractor become the agents of the City for any purpose, and at no time shall the City become liable in any manner whatever for any of the actions or activities of the Contractor, its officers, directors (trustees), members, employees, volunteers, or other persons acting on behalf of the Contractor.

E. In the event any person shall undertake to hold the City liable for any conduct or activities of the Contractor, its officers, directors (trustees), members, employees, volunteers, or other person acting on behalf of the Contractor, the Contractor expressly agrees to hold the City harmless of and from any such liability in respect to bodily or personal injury, death, and property damage arising from acts or omissions, or violations of civil rights or discrimination laws, state or federal.

F. Nothing contained in this Contract is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the City and the Contractor. The City shall be exempt from payment of all employee benefits including Unemployment Compensation, FICA, retirement, life and/or medical insurance and Worker's Compensation Insurance on behalf of the Contractor. If any portion of the Contractor's CDBG allocation under this Contract is used to pay employee benefit costs, the Contractor is still wholly responsible for payment of these costs and settlement of any claims resulting from its actions.

G. The Contractor shall comply with the provisions of the contract agreement, and likewise agree to hold and save the City, its officers, agents and employees harmless from liability of any nature or kind including costs and expenses for, or on account of, any or all suits for damages sustained by any persons or property resulting in whole or in part from the negligent performance or omission of any employee, agent or representative of the Contractor.

**SECTION 8: CONTRACT DURATION AND TERMINATION PROVISION**

A. This Contract shall become effective June 1, 2000. This Contract shall be in effect for three and one-half (3 1/2) consecutive months from the effective date unless terminated according to the provisions of this Section.

B. This Contract may be terminated by the City for failure of the Contractor to comply with the terms of the Contract upon fifteen (15) days written notice to the Contractor.

C. If the Contractor shall fail, refuse or neglect to comply with the provisions of Section 5: Non-discrimination/equal Opportunity, such failure shall be deemed a total breach of the contract and such contract may be terminated, canceled or suspended, in whole or in part, and the Contractor may be declared ineligible for any further City contracts for a period of up to one year. In addition, the Contractor may be declared ineligible for further U.S. government contracts.

D. This Contract may be terminated for convenience by either party, in accordance with 24 CFR 85.44, at any time upon thirty (30) days written notice to the other party.

E. If the Contract is terminated, canceled or suspended according to the provisions of this Section, the Contractor shall have no claims for damages against the City on account of cancellation or suspension or declaration of ineligibility.

**SECTION 9: MODIFICATION AND RENEGOTIATION**

A. This contract will be subject to modification and/or renegotiation to conform with any changes caused by amendments or revisions in Federal laws and regulations. This Contract may also be modified to reflect changes in funding amounts or other grant conditions related to the use of U.S. Department of Housing and Urban Development funds.

B. The City or the Contractor may amend this Contract at any time provided that such amendments make specific reference to this Contract and are executed in writing, signed by a duly authorized representative of both organizations, and approved by the City of Muskegon. Such amendments shall not invalidate this Contract, nor relieve or release the City or the Contractor from its obligations under this Contract.

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This Contract contains all the terms and conditions agreed upon by the parties. All items incorporated by reference, including Appendices A and B, and referenced federal regulations, are made wholly a part of this Contract as if incorporated herein. No other understandings, oral or otherwise, regarding the subject matter of this Contract shall be deemed to exist or to bind any of the parties hereto.

**IN WITNESS WHEREOF,** the parties hereto and hereinafter set their hands and seals on the day and year hereinabove written.

CITY OF MUSKEGON, MICHIGAN
BY:

Fred J. Nielsen

Fred Nielsen, Mayor

ATTEST:

Gail A. Kundinger

Gail A. Kundinger
City Clerk

CONTRACTOR
BY:

Orlando Brown

Orlando Brown

WITNESS:

Ardyce G. Haken

Ardyce G. Haken
Housing Rehabilitation Specialist

38-6004522

Federal Tax ID Number

**APPENDIX A: CONTRACTOR'S APPLICATION FOR PARTICIPATION**

**2000**

**PAINT PROGRAM**

**COMPENSATION**

**HOUSE**

**TRIM**

| | |
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| SINGLE STORY | $370.00 |
| STORY AND ONE-HALF | $490.00 |
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| TWO STORY | $620.00 |

**COMPLETE**

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**COMPLETE**

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| DETACHED GARAGE (ONE STALL) | $185.00 |
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| SHED | $100.00 |

**CONTRACT FOR LABOR**
**BETWEEN THE CITY OF MUSKEGON DEPARTMENT OF**
**COMMUNITY & NEIGHBORHOOD SERVICES**

**And**

**DENNIS WEST**

THIS CONTRACT entered into as of the 1st day of June, 2000 by and between the **CITY OF MUSKEGON, DEPARTMENT OF COMMUNITY & NEIGHBORHOOD SERVICES** hereinafter referred to as the "City", and Orlando Brown, hereinafter referred to as "Contractor",

**WITNESSETH:**

**WHEREAS,** the City is authorized to undertake certain activities in the provision of assistance through its Community Development Block Grant program, as funded by the U.S. Department of Housing and Urban Development;

**WHEREAS,** the City uses a portion of its CDBG funds to operate a Summer Paint Program to assist low-income City residents with home improvements; and

**WHEREAS,** the City desires to engage the Contractor to provide labor for the City's Paint Assistance Program,;

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The contract documents consist of this Contract, a Contractor Application contained in Appendix A, and a Contract Budget contained in Appendix B. The information contained in Appendices A and B, as stated and incorporated by reference shall be considered fully a part of this Contract and shall be fully binding upon the City and the Contractor, for purposes of this Contract.

**SECTION 2: SCOPE OF SERVICE**

The Contractor shall provide sufficient labor necessary for the painting of structures identified by the City. Specific activities will include, but not be limited to, scraping, caulking, application of primer and application of paint. The City will give the Contractor written notice of each property to be painted under this Contract. The City reserves the right to limit the number of properties painted by a single contractor, and to regulate the number of properties that any contractor is painting at one time. The Contractor shall do, perform and carry out this scope of work in a satisfactory and proper manner, as determined by the City, to accomplish the objectives defined herein.

**SECTION 3: TIME OF PERFORMANCE**

The services of the Contractor are to commence upon June 1, 2000 and shall continue until completion of the City's 2000 Summer Paint Program, as proposed, ending no later than September 15, 2000.

**SECTION 4:COMPENSATION**

The City shall compensate the Contractor for services provided in strict accordance with the Budge in Appendix B. Requests for budget revisions or change orders are subject to the review of the City. In no case shall payment for services provided under this Contract exceed budget amounts without prior written City approval.

Payments shall be made by presentation of proper invoices and documentation to support all costs billed. Requests for payment should be submitted weekly and should be itemized according to the address of each property where service was provided. Payment shall only be made for properties that have been completed by the Contractor and approved by City Inspectors.

All payments under this Contract shall be made according to the regular City of Muskegon, Michigan bi-weekly payment schedule. Payments to be made on the second ($2^{nd}$) and fourth ($4^{th}$) Friday of the month. Payment requests shall be processed according to the date and time the request is received by the Department of Neighborhood and Construction Services.

The Contractor will be paid, reimbursed, or otherwise compensated solely with funds provided by the U.S. Department of Housing and Urban Development. The Contractor expressly understands and agrees that all rights, demands and claims to compensation arising under this Contract shall be conditioned and contingent upon receipt of such funds by the City of Muskegon. In the event that such funds are not received by the City for any reason, the Contractor expressly agrees and covenants to hold and save harmless the City or its agents or employees from any costs, expenses, liabilities, or obligations arising from the claims or any person or persons for any cost they have incurred or claim to have incurred by reason of subcontract or subagreement with the Contractor.

**SECTION 5: NON-DISCRIMINATION/EQUAL OPPORTUNITY**

A. <u>Nondiscrimination in the Provision of Services</u>

The Contractor agrees that no person shall, on the grounds of race, religion, color, national origin, sex, age, handicapped condition, ancestry, family status or veterans status be excluded from participation in, denied commodities/services herein. The Contractor shall comply with all existing Federal, State, and local laws, rules and regulations regarding equal opportunity and nondiscrimination, affirmative action procedures, fair housing, and laws, rules and regulations regarding the prescribed use of CDBG funds.

B. <u>Nondiscrimination in Employment</u>

The Contractor agrees to not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, handicapped condition, national origin, ancestry, veterans status, or family status. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, color, sex, age, handicapped condition, national origin, ancestry, veterans status, or family status. Such action shall include, but not be limited to, the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

**<u>SECTION 6: WORKFORCE ANALYSIS AND SUBCONTRACTS</u>**

Prior to performing any services under this Contract, the Contractor shall provide a written list of all laborers who will be involved in the performance of this Contact to the City. Any changes to this workforce analysis must be submitted to the City in writing, prior to the change taking place. Violations of this provision may result in the City's issuance of a Stop Work Order or termination of the Contract.

The Contractor shall not enter into any agreement, written or oral, with any subcontractor or permit any subcontractor to perform any work covered by this Contract until the Contractor has requested and received written approval of such agreement from the City.

The Contractor shall insure that all subcontracts let in the performance of this Contract shall be awarded on a fair and open competition basis. Executed copies of all subcontracts shall be forwarded to the City along with documentation of the selection process.

The Contractor shall include all of the provisions of this Contract to be included in, and made a part of, any subcontract executed in the performance of this Contract.

The Contractor shall be as fully responsible to the City for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by the subcontractors, as the Contractor is for the acts and omissions of persons directly employed by the Contractor.

**SECTION 7: INSURANCE AND INDEMNIFICATION**

A. Within seven (7) days of receiving notification of Contract award from the City, the Contractor will submit to the City a Certificate of Insurance certifying that for the period covered by this Contract, the Contractor carries:

   a. Worker's compensation insurance including Employer's Liability Coverage in accordance all applicable statutes of the State of Michigan.

   b. General Liability insurance, including a Broad Form General Liability Endorsement or Equivalent, with minimum aggregate limits of $100,000 to protect the Contractor against claims for damage to property of others or for injury to or death of one or more than one person due to accidents which may occur or result from the Contractor's performance under this Contract.

   c. Property Liability insurance, with minimum aggregate limits of $50,000.

   d. Any and all additional insurance required by the laws of the State of Michigan

B. The insurance certificates required under this Contract shall name the City as an additional insured Party and shall obligate the insurer to provide a defense against all claims brought against the City by virtue of this Contact. Documentation shall include evidence of coverage as it applies to the specific delivery of services as outlined by the Contract herein. The certificate shall provide that they cannot be canceled or modified without fifteen (15) days advance written notice to the City by the insurance company.

   Should the insurer as required by this Section refuse to provide the City with a defense then the contractor at its own expense shall provide the City with a defense.

C. The Contractor shall also certify that any subcontractors under this Contract meet the insurance requirements as provided in this Section. The City reserves the right to require insuranc documentation from all subcontractors under this Contract.

D. The City and Contractor acknowledge that the Contractor is an independent contractor in all of the Contractor's activities and that in the course of such activities, at no time do the Contractor, its officers, directors (trustees), members, employees, volunteers, or other persons acting on behalf of Contractor become the agents of the City for any purpose, and at no time shall the City become liable in any manner whatever for any of the actions or activities of the Contractor, its officers, directors (trustees), members, employees, volunteers, or other persons acting on behalf of the Contractor.

E. In the event any person shall undertake to hold the City liable for any conduct or activities of the Contractor, its officers, directors (trustees), members, employees, volunteers, or other person acting on behalf of the Contractor, the Contractor expressly agrees to hold the City harmless of and from any such liability in respect to bodily or personal injury, death, and property damage arising from acts or omissions, or violations of civil rights or discrimination laws, state or federal.

F. Nothing contained in this Contract is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the City and the Contractor. The City shall be exempt from payment of all employee benefits including Unemployment Compensation, FICA, retirement, life and/or medical insurance and Worker's Compensation Insurance on behalf of the Contractor. If any portion of the Contractor's CDBG allocation under this Contract is used to pay employee benefit costs, the Contractor is still wholly responsible for payment of these costs and settlement of any claims resulting from its actions.

G. The Contractor shall comply with the provisions of the contract agreement, and likewise agree to hold and save the City, its officers, agents and employees harmless from liability of any nature or kind including costs and expenses for, or on account of, any or all suits for damages sustained by any persons or property resulting in whole or in part from the negligent performance or omission of any employee, agent or representative of the Contractor.

## SECTION 8: CONTRACT DURATION AND TERMINATION PROVISION

A. This Contract shall become effective June 1, 2000. This Contract shall be in effect for three and one-half (3 1/2) consecutive months from the effective date unless terminated according to the provisions of this Section.

B. This Contract may be terminated by the City for failure of the Contractor to comply with the terms of the Contract upon fifteen (15) days written notice to the Contractor.

C. If the Contractor shall fail, refuse or neglect to comply with the provisions of Section 5: Non-discrimination/equal Opportunity, such failure shall be deemed a total breach of the contract and such contract may be terminated, canceled or suspended, in whole or in part, and the Contractor may be declared ineligible for any further City contracts for a period of up to one year. In addition, the Contractor may be declared ineligible for further U.S. government contracts.

D. This Contract may be terminated for convenience by either party, in accordance with 24 CFR 85.44, at any time upon thirty (30) days written notice to the other party.

E. If the Contract is terminated, canceled or suspended according to the provisions of this Section, the Contractor shall have no claims for damages against the City on account of cancellation or suspension or declaration of ineligibility.

## SECTION 9: MODIFICATION AND RENEGOTIATION

A. This contract will be subject to modification and/or renegotiation to conform with any changes caused by amendments or revisions in Federal laws and regulations. This Contract may also be modified to reflect changes in funding amounts or other grant conditions related to the use of U.S. Department of Housing and Urban Development funds.

B. The City or the Contractor may amend this Contract at any time provided that such amendments make specific reference to this Contract and are executed in writing, signed by a duly authorized representative of both organizations, and approved by the City of Muskegon. Such amendments shall not invalidate this Contract, nor relieve or release the City or the Contractor from its obligations under this Contract.

## SECTION 10: ALL TERMS AND CONDITIONS ARE INCLUDED IN CONTRACT

This Contract contains all the terms and conditions agreed upon by the parties. All items incorporated by reference, including Appendices A and B, and referenced federal regulations, are made wholly a part of this Contract as if incorporated herein. No other understandings, oral or otherwise, regarding the subject matter of this Contract shall be deemed to exist or to bind any of the parties hereto.

**IN WITNESS WHEREOF,** the parties hereto and hereinafter set their hands and seals on the day and year hereinabove written.

CITY OF MUSKEGON, MICHIGAN
BY:

Fred J. Nielsen

Fred Nielsen, Mayor

ATTEST:

Gail A. Kundinger

Gail A. Kundinger
City Clerk

CONTRACTOR
BY:

Dennis West

Dennis West

WITNESS:

Ardyce G. Haken

Ardyce G. Haken
Housing Rehabilitation Specialist

38-2816331
Federal Tax ID Number

**APPENDIX A: CONTRACTOR'S APPLICATION FOR PARTICIPATION**

**2000**

**PAINT PROGRAM**

**COMPENSATION**

**HOUSE**

**TRIM**

| | |
|---|---|
| SINGLE STORY | $370.00 |
| STORY AND ONE-HALF | $490.00 |
| RANCH | $490.00 |
| TWO STORY | $620.00 |

**COMPLETE**

| | |
|---|---|
| SINGLE STORY | $735.00 |
| STORY AND ONE-HALF | $980.00 |
| RANCH | $980.00 |
| TWO STORY | $1,245.00 |
| TWO AND ONE-HALF STORY | $1,675.00 |

**GARAGE**

**TRIM**

| | |
|---|---|
| DETACHED GARAGE | $100.00 |

**COMPLETE**

| | |
|---|---|
| DETACHED GARAGE (ONE STALL) | $185.00 |
| DETACHED GARAGE (TWO STALL) | $220.00 |
| SHED | $100.00 |

Commission Meeting Date 5-9-00

Date: May 2, 2000

To: Honorable Mayor and City Commission

From: Community Relation Committee/Affirmative Action

---

Summary of Request:

To concur with the actions of the Community Relation Committee

Financial Impact:

None

Budget Action:

None

Staff Recommendation:

Staff recommends approval

Commission Action:

The City Commission will act on this item on 5/9/00

**Mechanical Board of Examiners:**
Motion by Commissioner Spataro and seconded by Commissioner Aslakson to appoint Tom Freye to the Mechanical Board of Examiners as a Wet Heat Contractor, carried

**Housing/Building Code Board of Appeals:**
Motion by Commissioner Aslakson and seconded by Mayor Nielsen to accept the resignation of Robert Johnson from the Housing/Building Code Board of Appeals and appoint Jerry Bever to the vacancy, carried

**Resolutions:**

The Community Relation Committee approved the Mayor would sign a resolution recognizing 5/4/00 as the National Day of Prayer

The Community Relation Committee denied a request for a resolution from the Hubbard Dianetics Foundation

Date: May 2, 2000

To: Honorable Mayor and City Commission

From Wilmern G. Griffin Community and Neighborhood Services Director W.G.

Re: Selection of Supplier for Annual Paint Program

Summary of Request: The Community and Neighborhood Services Department solicited quotes from area paint suppliers for the 2000-Paint Program. Three (3) local suppliers submitted quotes, O'Leary Paint (Muskegon), Port City Paint (Muskegon), Uncle Verns Ace Hardware (Muskegon)

The aggregate units' total for the individual suppliers was the following.

1. O'Leary Paint $187.95

2. Port City Paints $210.83

3.Uncle Verns Ace Hardware $191.44

The Community and Neighborhood Services Department recommends that the Commission accept the low aggregate total of $187.95 submitted by O'Leary Paint and approve O'Leary as the supplier for the 2000 City of Muskegon Paint Program. (See attached information)

2000 Paint Suppliers Quotes

| | O'Leary | PORT City | Uncle Verns |
|---|---|---|---|
| Flat latex | **$ 12.11** | $ 13.61 | $ 12.60 |
| Latex primer | **$ 12.95** | $ 17.21 | $ 17.99 |
| Latex Semi Gloss | **$ 13.11** | $ 15.15 | $ 13.49 |
| Oil Primer | $ 16.95 | $ 14.78 | **$ 13.49** |
| Oil Semi Gloss | $ 16.95 | **$ 16.85** | N/A |
| Floor Enamel | $ 16.95 | $ 15.87 | **$ 10.49** |
| Metal Enamel | **$ 13.50** | $ 15.87 | $ 19.99 |
| Latex Stain | $ 12.95 | **$ 12.24** | $ 13.99 |
| Oil Stain | $ 14.25 | **$ 12.24** | $ 15.49 |
| Poly Gloss | $ 14.95 | $ 13.99 | **$ 12.99** |
| Caulk Tube | **$ 1.09** | $ 1.31 | $ 1.29 |
| Window Glaze Qt. | **$ 3.95** | $ 4.22 | $ 3.99 |
| Window Glaze Gal. | **$ 13.95** | $ 14.43 | $ 14.99 |
| 9"Roller | $ 1.25 | **$ 1.20** | $ 1.49 |
| Metal Roller Pan | **$ 1.95** | $ 2.56 | $ 2.29 |
| 3/8" Roller Cover | **$ 1.25** | $ 2.00 | $ 2.29 |
| 1/2" Roller Cover | **$ 1.25** | $ 2.90 | $ 2.39 |
| 3" Brush | $ 3.25 | **$ 3.15** | $ 4.39 |
| 4" Brush | **$ 3.95** | $ 4.76 | $ 5.99 |
| 4 Way Scaper | **$ 3.75** | $ 3.92 | $ 3.99 |
| Wire Brush | **$ 1.65** | $ 1.79 | $ 1.75 |
| Gal Kilz | N/A | $ 14.69 | **$ 10.99** |
| Bee Spray | $ 3.50 | $ 3.60 | $ 3.19 |
| Paint Trinner | $ 2.49 | $ 2.49 | **$ 1.89** |
| Total | $ 187.95 | $ 210.83 | $ 191.44 |

*** Lowest price for each category is in bold type**

**CONTRACT FOR SUPPLIES AND COMMODITIES BETWEEN THE CITY OF MUSKEGON DEPARTMENT OF COMMUNITY & NEIGHBORHOOD SERVICES**
**And**

**O'LEARY PAINT**

THIS CONTRACT, entered into as of this 1st day of June, 2000 by and between the CITY OF MUSKEGON, DEPARTMENT OF COMMUNITY & NEIGHBORHOOD SERVICES hereinafter referred to as the "City", and O'Leary Paint, hereinafter referred to as "Supplier".

WITNESSETH:

WHEREAS, the City is authorized to undertake certain activities in the provision of assistance through its Community Development Block Grand program, as funded by the U.S. Department of Housing and Urban Development;

WHEREAS, the City provides assistance through the administration of an annual Paint Program in conjunction with the undertaking of home improvements as its residents and/or citizens; and

WHEREAS, the City desires to engage the Supplier to render certain commodities and services specified by Neighborhood & Construction Services and attached hereto as Appendix A;

NOW THEREFORE, the parties hereto do mutually agree as follows:

SECTION 1: CONTRACT DOCUMENTS

The contract documents consist of this Contract and a Bid document in Appendix A. The information contained in Appendix A, as stated and incorporated by reference shall be considered fully a part of this Contract and shall be fully binding upon the City and the Supplier for purposes of this Contract.

SECTION 2: SCOPE OF SERVICE

The Supplier shall provide commodities and supplies under this Contract according to the specifications and prices identified in Appendix A. The Supplier shall do, perform and carry out this scope of work in a satisfactory and proper manner, as determined by the City, to accomplish the objectives defined herein.

SECTION 3: TIME OF PERFORMANCE

The services of the Supplier are to commence upon June 1, 2000, and shall continue until completion of the City's 2000 Summer Paint Program, as proposed, ending no later than September 14, 2000..

SECTION 4: COMPENSATION

The City shall compensate the Supplier for the above commodities and services in strict accordance with the specifications and bid prices contained in Appendix A. Requests for budget revisions are subject to the review of the City. In no case shall payment for commodities and supplies provided under this Contract exceed bid amounts without prior written City approval. Payments shall be made upon presentation of proper invoices and documentation to support all costs billed. Request for payment should be submitted monthly and should be itemized according to quantities and types of supplies and commodities provided. In addition, the Supplier shall provide documentation of each supply request made by the City as support for the payment request.

All payments under this Contract shall be made according to the regular City of Muskegon, Michigan bi-weekly payment schedule. Payment requests must be received by the City no later than 12:00 noon on Friday of the week before for payment to made available by Friday of the following week. Payment requests shall be processed according to the date and time the request is received by the Department of Neighborhood and Construction Services.

The Supplier will be paid, reimbursed, or otherwise compensated solely with funds provided by the U.S. Department of Housing and Urban Development. The Supplier expressly understands and agrees that all rights, demands and claims to compensation arising under this Contract shall be conditioned and contingent upon receipt of such funds by the City of Muskegon. In the event that such funds are not received by the City for any reason, the Supplier expressly agrees and covenants to hold and save harmless the City or its agents or employees from any costs, expenses, liabilities, or obligations arising from the claims of any person or persons for any cost they have incurred or claim to have incurred by reason of subcontract or subagreement with the Supplier.

SECTION 5: NON-DISCRIMINATION/EQUAL OPPORTUNITY

A. Non-discrimination in the Provision of Services

The Supplier agrees that no person shall, on the grounds of race, religion, color, national origin, sec, age, handicapped condition, ancestry, family status or veterans status be excluded from participation in, denied commodities/services of, or otherwise be subjected to discrimination in the delivery of commodities/services herein. The Supplier shall comply with all existing Federal, State, and local laws, rules and regulations regarding equal opportunity and non-discrimination, affirmative action procedures, fair housing, and laws, rules and regulations regarding the prescribed use of CDBG funds.

B. Non-discrimination in Employment

The Supplier agrees to not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, handicapped condition, national origin, ancestry, veterans status, or family status. The Supplier will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, color, sex, age, handicapped condition, national origin, ancestry, veterans status, or family status. Such action shall include, but not be limited to, the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection of training, including apprenticeship.

SECTION 6: SUBCONTRACTS

The Supplier shall not enter into any agreement, written or oral, with any subcontractor or permit any subcontractor to perform any work covered by this Contract until the Supplier has requested and received written approval of such agreement from the City.

The Supplier shall insure that all subcontracts let in the performance of this Contract shall be awarded on a fair and open competition basis. Executed copies of all subcontracts shall be forwarded to the City along with documentation of the selection process.

The Supplier shall exclude all of the provisions of this Contract to be included in, and made a part of, any subcontract executed in the performance of this Contract.

The Supplier shall be as fully responsible to the City for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by the subcontractors, as the Supplier is for the acts and omissions of persons directly employed by the Supplier.

SECTION 7: INDEMNIFICATION

A. The City and Supplier acknowledge that the Supplier is an independent contractor in all of the Supplier's activities and that in the course of such activities, at no time do the Supplier, its officers, directors (trustees), members employees, volunteers, or other persons acting on behalf of Supplier become the agents of the City for any purpose, and at no time shall the City become liable in any manner whatever for any of the actions or activities of the Supplier, its officers, directors (trustees), members, employees, volunteers, or other persons acting on behalf of the Supplier.

In the event any person shall undertake to hold the City liable for any conduct or activities of the Supplier, its officers, directors (trustees), members, employees, volunteers, or other person acting on behalf of the Supplier, the Supplier expressly agrees to hold the City harmless of and from any such liability in respect to bodily or personal injury, death, and property damage arising from acts or omissions, or violations of civil rights or discrimination laws, state or federal.

B. Nothing contained in this Contract is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the City and the Supplier. The City shall be exempt from payment of all employee benefits including Unemployment Compensation, FICA, retirement, life and/or medical insurance and Worker's compensation Insurance on behalf of the Supplier. If any portion of the Supplier's CDBG allocation under this Contract is used to pay employee benefit costs, the Supplier is still wholly responsible for payment of these costs and settlement of any claims resulting from its actions.

C. The Supplier shall comply with the provisions of the contract agreement, and likewise agree to hold and save the City, its officers, agents and employees harmless from liability of any nature or kind including costs and expenses for, or on account of, any or all suits for damages sustained by any persons or property resulting in whole or in part from the negligent performance or omissions of any employee, agent or representative of the Supplier.

SECTION 8: CONTRACT DURATION AND TERMINATION PROVISION

A. This Contract shall become effective June 1, 2000. This Contract shall be in effect for three and one-half (3 1/2) consecutive months from the effective date unless terminated according to the provisions of this Section.

B. This Contract may be terminated by the City for failure of the Supplier to comply with the terms of the Contract upon fifteen (15) days written notice to the Supplier.

C. If the Supplier shall fail, refuse or neglect to comply with the provisions of Section 5: Non-discrimination/Equal Opportunity, such failure shall be deemed a total breach of the contract and such contract may be terminated, canceled or suspended, in whole or in part, and the Supplier may be declared ineligible for any further City contracts for a period of up to one year. In addition, the Supplier may be declared ineligible for further U.S. government contracts.

D. The Contract may be terminated for convenience by either party, in accordance with 24 CFR 85.44, at any time upon thirty (30) days written notice to the other party.

E. If the Contract is terminated, canceled or suspended according to the provisions of this Section, the Supplier shall have no claims for damages against the City on account of cancellation or suspension or declaration of ineligibility.

SECTION 9: MODIFICATION AND RENEGOTIATION

A. This Contract will be subject to modification and/or renegotiation to conform with any changes caused by amendments or revisions in Federal laws and regulations. This Contract may also be modified to reflect changes in funding amounts or other grant conditions related to the use of U.S. Department of Housing and Urban Development funds.

B. The City or the Supplier may amend this Contract at any time provided that such amendments make specific reference to this Contract and are executed in writing, signed by a duly authorized representative of both organizations, and approved by the City of Muskegon. Such amendments shall not invalidate this Contract, nor relieve or release the City or the Supplier from its obligations under this Contract.

SECTION 10: ALL TERMS AND CONDITIONS ARE INCLUDED IN CONTRACT

This Contract contains all the terms and conditions agreed upon by the parties. All items incorporated by reference, including Appendix A, and referenced federal regulations, are made wholly a part of this Contract as if incorporated herein. No other understandings, oral or otherwise, regarding the subject matter of this Contract shall be deemed to exist or to bind any of the parties hereto.

IN WITNESS WHEREOF, the parties hereto and hereinafter set their hands and seals on the day and year hereinabove written.

CITY OF MUSKEGON, MICHIGAN
BY:

Fred G. Nielsen

Fred Nielsen, Mayor

ATTEST:

Gail A. Kundinger

Gail A. Kundinger
City Clerk

O'LEARY PAINT
BY:

Jim Lown

Jim Lown, Sales Representative

38-1842645

Federal Tax ID Number

WITNESS:

Ardyce G. Haken

Ardyce G. Haken
Housing Specialist

**SPECIFICATIONS**
**2000 EXTERIOR PAINT PROGRAM**

The following paint & materials will be utilized in the City of Muskegon, Neighborhood and Construction Services Exterior Paint Program.

Please bid the following:

PAINT

Latex Flat

Latex Stain

Latex Primer

Latex Satin

Oil Semi-gloss

Oil Stain

Oil Primer

Poly Enamel

Gloss Polyurethane

Poly Gloss

Floor Enamel

Metal Enamel

Floor Guard

MATERIAL

Window Caulk

Window Glaze

SUPPLIES

Roller Frames

Roller Pans

Paint Rollers 3/8" & 1/2"

Paint Brushes 3" & 4"

Paint Thinner

Paint Scrapers 4-way

Wire Brush

Kilnz

Bee Spray

## PAINTING MATERIAL SPECIFICATIONS

The City of Muskegon's Community & Neighborhood Services Department is undertaking a painting program in its targeted low/moderate income neighborhoods. For eligible homeowners in the neighborhoods, the City will purchase all required painting materials and accessories, and under separate contract, the City will reimburse subcontractors to paint the houses. During the current program, June 1 through September 15, 2000; it is anticipated that approximately 75 single family homes will be painted. Prospective suppliers, aside from material costs, must submit the following with their proposal:

1. Brand name of paint
2. Samples of paint and primer
3. Color chart and number colors
4. Sample of warranty

**MATERIALS NEEDED**

10 Year Exterior Paints

Latex Flat
Oil Primer
Latex Primer
Latex Satin
Latex Stain
Oil Semi-gloss
Floor Enamel
Oil Stain
Poly Gloss`
Metal Enamel
Gloss Polyurethane
Tube Caulk
Window Glazing
Floor Guard

Roller frames
Roller pans
Paint rollers 3/8" & 1/2"
Paint Brushes 3" & 4"
Paint scrapers 4-way
Wire brush
Kilnz
Bee spray
Paint thinner

MAXIMUM LEAD CONTENT 0.06%

Proposals are due in the Community & Neighborhood Services Offices, 2nd Floor, Muskegon City Hall by 5:00 p.m., April 7, 2000.

Any questions regarding the RFP should be directed to Marc Johnson at 724-6967.

O'LEARY PAINT SINCE 1891

# Quotation

**Date:**
**Job Number:**

**TO:**
City of Muskegon
Exterior Paint Program

| CATEGORY | QTY | DESCRIPTION | UNIT | UNIT PRICE |
|---|---|---|---|---|
| Flat Latex | | 4700 ProTech Exterior Flat | Gal | 12.11 |
| Latex Stain | | 3641 Rustic Latex Stain | GAl | 12.95 |
| Latex Primer | | 4790 ProTech Exterior Latex Primer | Gal | 12.95 |
| Latex Satin | | 4800 ProTech Exterior Satin | Gal | 13.11 |
| Oil Semi-Gloss | | 13 Line Rust Scat Semi-Gloss Oil | GAl | 16.95 |
| Oil Stain | | 3551 Rustic Oil Stain | Gal | 14.25 |
| Oil Primer | | 560 Weatherproof Oil Primer | Gal | 16.95 |
| Poly Enamel | | 31-1 Duramax Polyurethane Enamel | Gal | 16.95 |
| Gloss Polyurethane | | PRE 9300 Gloss Polyurethane | Gal | 14.95 |
| Poly Gloss | | PRE 9300 Gloss Polyurethane | Gal | 14.95 |
| Floor Enamel | | 31-1 Duramax Polyurethane Enamel | Gal | 16.95 |
| Metal Enamel | | 123-101 Coronado Enamel | Gal | 13.50 |
| Floor Guard | | 50 Line Anti-Slip Acr. Coating | Gal | 15.75 |
| Window Caulk | | Cau16801 Painters Caulk | Tube | 1.09 |
| Window Glaze | | Cau16461 Glazing Compound | Qt | 3.95 |
| Window Glaze | | Cau16462 Glazing Compound | Gal | 13.95 |
| Roller Frames | | ZPO79990 Roller Frame | Ea | 1.25 |
| Roller Pans | | Lea109000 Roller Pan | Ea | 1.95 |
| Paint Rollers 3/8" | | Bes93890 3/8" nap Roller Cover | Ea | 1.25 |
| Paint Rollers 1/2" | | Bes93590 1/2" nap Roller Cover | Ea | 1.25 |
| Paint Brushes 3" | | Woo815130 3" Paint Brush | Ea | 3.25 |
| Paint Brushes 4" | | Woo815140 4" Paint Brush | Ea | 3.95 |
| Paint Thinner | | KLN704010 Paint Thinner | Ea | 2.49 |
| Paint Scrapers 4-way | | WAR80709 2" 4-way Scraper | Ea | 3.75 |
| Wire Brush | | DQB408000 Wire Brush | Ea | 1.65 |
| Kilz | | MAS305220 Kilz Spray Primer | Ea | 3.25 |
| Bee Spray | | LYN100 Bee Spray | Ea | 3.50 |

O'LEARY PAINT SINCE 1891
3530 AIRLINE RD. MUSKEGON, MI 49444 (616) 733-2161
800-444-2161

PORT CITY PAINTS, INC.
1250 NINTH STREET
MUSKEGON, MI. 49440
616-726-5911

TO: CITY OF MUSKEGON
NEIGHBORHOOD & CONST.
SERVICES DEPARTMENT

WE ARE PLEASE TO QUOTE THE FOLLOWING PRICES FOR THE 2000 PAINT PROGRAM. WE ONLY MANUFACTURE ONE TYPE OF EACH OF OUR PAINTS, THEREFORE PRICES QUOTED ARE FOR OUR HIGH QUALITY PRODUCTS AS SOLD IN THE PAST FOR PAINT PROGRAM NEEDS.

| | | |
|---|---|---|
| 1000 SERIES | PORTOVIN(EXT. LATEX FLAT) | $13.61/GAL |
| 0010 SERIES | PORTKOTE PRIMER (OIL) | $14.78/GAL |
| 0050 SERIES | UNIVERSAL PRIMER (LATEX) | $17.21/GAL |
| 1600 SERIES | EXT. LATEX SEMI GLOSS | $15.15/GAL |
| | LATEX STAIN | $12.24/GAL |
| 1500 SERIES | SOF SHEEN(EXT. OIL SEMI) | $16.85/GAL |
| 0500 SERIES | FLOOR ENAMEL also use as METAL ENAMEL | $15.87/GAL |
| | OIL STAIN (SEMI TRANS. & SOLID) | $12.24/GAL |
| 0200 | GLOSS PORT-O-THANE(POLY) | $13.99/GAL |

PORT CITY PAINTS, INC.
1250 NINTH STREET
MUSKEGON, MI. 49440

SUPPLIES FOR 2000 PAINT PROGRAM

| | | |
|---|---|---|
| 300450 | DAP ALEX PLUS CAULK | $ 1.31/TU |
| 294345 | DAP 33 GLAZING - QT | $ 4.22 |
| 294580 | DAP 33 GLAZING - GAL | $14.43 |
| 5305 | 9" ROLLER FRAME | $ 1.20 |
| 90540 | METAL ROLLER PANS | $ 2.56 |
| 90416 | 3/8" NAP 9" ROLLER COVER | $ 2.00 |
| 90320 | 1/2" NAP 9" ROLLER COVER | $ 2.90 |
| 11605 | 3" PAINT BRUSH | $ 3.15 |
| 11607 | 4" PAINT BRUSH | $ 4.76 |
| 10270 | HYDE 4-WAY SCRAPER | $ 3.92 |
| 5923 | SHOE HANDLE WIRE BRUSH | $ 1.79 |
| 5901 | GAL KILZ | $14.69 |
| 585810 | BEE AND WASP SPRAY | $ 3.60 |
| 660475 | PAINT THINNER | $ 2.49/GAL |

THANK YOU FOR CONSIDERING PORT CITY PAINTS FOR YOUR PAINTING NEEDS.

SINCERELY,

Roy L Spencer

ROY L. SPENCER

# Uncle Vern's Ace Hardware

899 W Laketon Avenue ~ Muskegon MI 49441
Phone 231-759-7101 ~ Fax 231-755-8659
Screen, Window and Small Engine Repair ~ Plumbing, Electrical and Paint Supplies

April 07, 2000

City of Muskegon
Community and Neighborhood Services

Thank you for giving us the opportunity to bid on this project. We appreciate all the support the City of Muskegon has given us.

Our bid is as follows:

Ace Quality Shield latex flat house paint - 5 gallon $62.00, 1 gallon $12.60
Ace Contractor Oil Primer - 5 gallon $65.00, 1 gallon $13.49
Ace Royal Exterior Primer - 5 gallon $84.95, 1 gallon $17.99
Ace Quality Shield Semi-gloss - 5 gallon $65.00, 1 gallon $13.49
Ace Interior/Exterior Gloss floor & trim enamel - 1 gallon $10.49
Ace Wood Royal latex solid house and siding stain - 5 gallon $59.95, 1 gallon $13.99
Ace Wood Royal siding & deck stain semi-transparent - 5 gallon $59.95, 1 gallon $15.49
Ace Wood Royal oil solid house trim stain - 5 gallon $69.95, 1 gallon $15.49
Ace Professional polyurethane varnish - 1 gallon gloss $12.99, 1 gallon semi-gloss $12.99
Ace Great Finishes oil base spar varnish - 1 gallon $18.99, 1 quart $7.49
Ace Rust Stop enamel - 1 gallon $19.99, 1 quart $5.49
Tubes of Acrylic caulk - $1.29
Window glazing compound 1 gallon $14.99, 1 quart $3.99, tubes $1.89
Floor guards - 3 pc. pkg. (6", 8", 10") $3.99, 10" $1.19, 12" w/stainless steel edge $2.99, 23" w/stainless steel edge $4.99
Roller Frames - 9" Proline $2.49, 9" better line $1.49
Roller Pans - 9" metal $2.29, 9" plastic $2.29
Paint Rollers - 3/8" nap $2.29, 1/2" nap $2.39, 4 pack 3/8"nap $4.49
Paint brushes Basic 3" $4.39, Basic 4" $5.99, Best 3" $6.39, Best 4" $7.59
4-way Paint scrapers - 1-3/4" w/o knob - $3.99, 2-1/2" w/o knob - $4.99, 1-3/4" w/knob - $4.49, 2-1/2" w/knob - $5.49
Wire brushes - w/o scraper $1.75, w/scraper - $2.49, Block brush - $3.29
Kilz - 1 gallon - $10.99
Bee spray - foaming - $3.19, regular spray - $ 3.19
Paint thinner - 1 gallon - $1.89

Vern and Lisa Wheeler
Uncle Vern's Ace Hardware

**Date:** April 25, 2000

**To:** Honorable Mayor and City Commissioners

**From:** Ric Scott

**RE:** Dredging Grant

---

SUMMARY OF REQUEST:

To authorize staff to submit a grant to dredge the small and large boat basins at Hartshorn Marina

FINANCIAL IMPACT:

Total Project cost $300,000

City Match $75,000 (25% local Match)

BUDGET ACTION REQUIRED:

Need to appropriate the money from the Marina Budget

STAFF RECOMMENDATION:

Approve

COMMITTEE RECOMMENDATION:

# MUSKEGON

West Michigan's Shoreline City

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: April 25, 2000

To: Honorable Mayor and City Commissioners

From: Ric Scott R.Scott

Re: Dredging Grant

With the low lake levels, the governor has proposed an emergency dredging grant program to help Michigan State Waterways Commission assisted Marina facilities. The grant requires a 25% local match.

I am requesting authorization to submit a grant request for $300,000 ($75,000 local match) to dredge the small and large boat basins at Hartshorn Marina. The matching funds will come from the Marina fund.

There is approximately 7,000 cubic yards of material that needs to be removed from the basins to get them to acceptable levels for boaters. All expenses incurred from February 1 of this year are eligible for reimbursement. We have already spent money on doing soil samples and depth testing for the permit needed to dredge.

We are working with Dell Engineering to get this project done. It is on a fast track and dredging will need to be done this summer. We expect to be out for bids on the project in the next month or so, if you approve the application. <u>However, this grant will not address launch ramp problems.</u>

I recommend approval of allowing staff to submit the grant request. It is due June 1, 2000.

Thank you for your consideration.

RESOLUTION N0. 2000-51(h)
MUSKEGON CITY COMMISSION

RESOLUTION APPROVING SUBMISSION OF GRANT APPLICATION FOR DREDGING OF HARTSHORN MARINA UNDER THE 2000 EMERGENCY DREDGING GRANT PROGRAM

WHEREAS, the City of Muskegon wishes to dredge the large and small boat basins of Hartshorn Marina because of the low water; and

WHEREAS, grant applications are now being received by the Michigan Department of Natural Resources for the 2000 Emergency Dredging Grant Program, which will provide up to 75% funding for the project; and

NOW, THEREFORE, BE IT RESOLVED, that the City Commission of the City of Muskegon approve the submission of the grant application to the DNR for $300,000 for the dredging; and

BE IT FURTHER RESOLVED, that the City's $175,000 match will be provided, and the City hereby commits itself to complete this project if the grant application is approved.

Adopted this 9th day of May, 2000

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

NAYS: None

ABSENT: None

BY Fred J. Nielsen
Fred Nielsen, Mayor

ATTEST Gail Kundinger
Gail Kundinger, City Clerk

DNR

Michigan Department of Natural Resources, Grants Administration Division

# 2000 EMERGENCY DREDGING PROGRAM GRANT AGREEMENT

This Agreement is between the **CITY OF MUSKEGON** in the **COUNTY OF MUSKEGON**, hereinafter referred to as the "GRANTEE," and the MICHIGAN DEPARTMENT OF NATURAL RESOURCES, an agency of the State of Michigan, hereinafter referred to as the "DEPARTMENT." The DEPARTMENT has authority to enter into agreements with local units of government to maintain harbor facilities, constructed with Michigan State Waterways Commission funds, under Part 781 of the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended. In PA 291 of 2000, the Legislature appropriated Waterways Funds to the DEPARTMENT for "emergency local harbor dredging." As a precondition to the effectiveness of the Agreement, the GRANTEE is required to sign the Agreement and return it to the DEPARTMENT with the necessary attachments within 90 days of the date the Agreement is issued by the DEPARTMENT.

1. The 2000 Emergency Dredging Grant application ED 00-011 (APPENDIX A) is, by this reference, made part of this Agreement. The Agreement together with the appendix constitute the entire Agreement between the parties and may be modified only in writing and executed in the same manner as the Agreement is executed.

2. This Agreement shall be administered on behalf of the DEPARTMENT through its Grants Administration Division. All reports, documents, or actions required of the GRANTEE by this Agreement shall be submitted to the **Chief, Grants Administration Division, P.0. Box 30425, Lansing, Michigan 48909-7925.**

3. The DEPARTMENT agrees to grant to the GRANTEE an amount equal to no more than Seventy-Five (75%) percent of the documented eligible project costs and expenses incurred by the GRANTEE, with total grant funds paid to the GRANTEE not to exceed **Two Hundred Twenty-Five Thousand ($225,000.00) dollars**. Increases to the grant amount will not be approved by the DEPARTMENT.

4. Eligible project costs are limited to the costs of environmental testing of dredged materials, transportation and disposal for the dredged materials, excluding land acquisition, and engineering costs directly associated with the design and oversight of the dredging activities, as further described in APPENDIX A. In addition, eligible project costs includes only those costs required to complete dredging at the **Muskegon Hartshorn Marina** and the connecting channels to the Great Lakes from this marina to the extent that the Army Corps of Engineers does not otherwise dredge these channels.

5. Only properly documented eligible costs and expenses incurred by the GRANTEE between **February 1, 2000 and March 31, 2001** shall be considered for reimbursement under the terms of this Agreement. Any costs and expenses incurred after the project period shall be the sole responsibility of the GRANTEE. An amendment to this Agreement is required to extend the time period for project completion. Extensions are within the sole discretion of the DEPARTMENT.

6. The DEPARTMENT will reimburse the GRANTEE as follows:

   a. To be eligible for reimbursement, the GRANTEE shall submit a complete reimbursement request to the DEPARTMENT within 45 days of the project completion and **no later than May 15, 2001**. The GRANTEE may submit no more than two requests for reimbursement, including the final request, during the project period.

b. A reimbursement request shall document all eligible costs and expenses incurred by the GRANTEE to complete the project, shall be submitted on a form provided by the DEPARTMENT and include documentation required by the DEPARTMENT including, but not limited to, invoices and cancelled checks for all eligible costs.

c. Reimbursement of up to Ninety (90%) percent of the eligible grant amount will be made only upon DEPARTMENT review and approval of a complete reimbursement request.

d. All grants are subject to audit, at the discretion of the DEPARTMENT. Prior to making final payment, the DEPARTMENT may conduct an audit of the project's financial records upon approval of the final reimbursement request by staff of the Parks and Recreation Bureau. The DEPARTMENT may issue an audit report with no deductions or may find some costs ineligible for reimbursement.

e. Final reimbursement of the remaining Ten (10%) percent of the eligible grant amount will be released pending satisfactory project completion as determined by the DEPARTMENT, including, at the discretion of the DEPARTMENT, completion of a satisfactory audit.

7. The GRANTEE agrees as follows:

   a. To immediately appropriate funds necessary to complete the approved project.

   b. To complete the approved project work to the satisfaction of the DEPARTMENT, and to provide such funds, services, and materials as may be necessary to satisfy the terms of this Agreement.

   c. To complete the project in compliance with all applicable State, local and federal law and regulations and in compliance with permits issued by the Department of Environmental Quality and the Army Corps of Engineers.

   d. To use all funds granted by the DEPARTMENT under this Agreement solely for eligible project costs approved by the DEPARTMENT.

   e. To maintain satisfactory financial accounts, documents, and records and shall make them available to the DEPARTMENT for auditing at reasonable times. The GRANTEE shall retain such accounts, documents, and records for a period of not less than three years following completion of the project.

   f. To openly advertise and seek written bids for contracts for purchases or services with a value equal to or greater than $10,000 and accept the lowest qualified bid as determined by the GRANTEE'S Engineer and to provide the DEPARTMENT with documentation of the contracting process upon request.

8. The GRANTEE hereby represents that it will defend any suit brought against either party which involves title, ownership, or specific rights, including appurtenant riparian rights, of any lands connected with or affected by this project.

9. The GRANTEE is responsible for the use and occupancy of the premises, the project area and the facilities thereon. The GRANTEE is responsible for the safety of all individuals who are invitees or licensees of the premises. The GRANTEE will defend all claims resulting from the use and occupancy of the premises, the project area and the facilities thereon. The DEPARTMENT is not responsible for the use and occupancy of the premises, the project area and the facilities thereon.

10. The GRANTEE 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 race, color, religion, national origin, age, sex, height, weight, marital status, or disability that is unrelated to the person's ability to perform the duties of a particular job or position. The GRANTEE further agrees to comply with the civil rights requirements set forth by the DEPARTMENT and that any subcontract shall contain a non-discrimination provisions which is not less stringent than this provision and binding upon any and all subcontractors. A breach of this covenant shall be regarded as a material breach of this Agreement.

11. Upon breach of the Agreement by the GRANTEE, the DEPARTMENT, in addition to any other remedy provided by law, may:

    a. Terminate this Agreement; and/or

    b. Withhold and/or cancel future payments to the GRANTEE on any or all current DEPARTMENT grant projects until the violation is resolved to the satisfaction of the DEPARTMENT; and/or

    c. Require repayment of grant funds paid to the GRANTEE; and/or

    d. Require specific performance of the Agreement.

12. The Agreement may be executed separately by the parties. This Agreement is not effective until the GRANTEE has signed it and returned it together with the necessary attachments, and the DEPARTMENT has signed it.

**WITNESSES:**

Gail A. Kundinger

Linda Potter

**GRANTEE:**

By: Fred J. Nielsen

Title: Fred J. Nielsen, Mayor

**MICHIGAN DEPARTMENT OF NATURAL RESOURCES:**

**WITNESSES:**

Julia A. Chamberlain

Linda S. Harlow

**By:** Sharon L. Edgar

Sharon L. Edgar, Chief
Grants Administration Division

**EFFECTIVE DATE:** 12 /12 /2000

# APPENDIX A

## 2000 EMERGENCY DREDGING GRANT APPLICATION #ED 00-011

(incorporated herein by reference)

AGENDA Item No. ______

**MUSKEGON CITY COMMISSION MEETING – May 9, 2000**

To: Honorable Mayor and City Commissioners
From: Planning Department B
Date: May 3, 2000
Subject: Amendment to the Vegetation ordinance and grass mowing notification policy

## SUMMARY OF REQUEST

Adopt amendments to section II of the Noxious Weed and Vegetation Ordinance changing notice requirements and lowering the height limit for noxious vegetation. The primary objective is more timely maintenance of property and to prevent excessive monitoring of properties.

## FINANCIAL IMPACT

Savings in staff in mailing obligations.

## BUDGET ACTION REQUIRED

none

## RECOMMENDATION

Adopt amendments to the vegetation ordinance and adopt the grass mowing notification policy attached.

RESOLUTION #2000-52(a)

**MUSKEGON CITY COMMISSION**

RESOLUTION TO ESTABLISH A NEW NOTICE POLICY
FOR NOXIOUS WEEDS AND SEASONAL MOWING

WHEREAS, the City of Muskegon is a community of neighborhoods, and;

WHEREAS, community pride is a critical component of neighborhood health, and;

WHEREAS, property maintenance standards are a reflection of community pride, and;

WHEREAS, well maintained property promotes pride, enhances property values, curbs blight, and prevents health hazards, and;

WHEREAS, a clear message of responsibility and pride in the community must be set as a minimum standard, and;

WHEREAS, notifying property owners of such standards is necessary but should not be incessant;

NOW, THEREFORE, BE IT RESOLVED that the following policy is hereby established for noxious weed and grass mowing notices during the mowing season:

1. Certified mail shall not be used. First class letters shall no longer be sent in mass notifying property owners that their property needs mowing attention, as this practice is costly, not required by state law, and tends to promote mediocre property maintenance. Selective first class mail may be used in questionable cases.
2. Each year, in the month of March, a *Chronicle* newspaper notice shall be placed pursuant to City ordinance notifying residents of their maintenance responsibilities according to the ordinances of the City of Muskegon.
3. A notice shall also be printed in the spring addition of the City's newsletter, the *Channel*, which goes to all occupants of the city.
4. As part of the neighborhood grant program, each neighborhood association will be supplied with the notice early March and be asked to place it in their respective newsletters.
5. The notice shall be sent to the Muskegon Landlord's Association.
6. Notice will be sent for the year 2000 season <u>only</u> to all out-of-town landowners on record with the City of Muskegon. For each year thereafter, notice shall only go to new out-of-town property owners of record.
7. For the year 2000 season <u>only</u> a postcard will be sent to those properties that were sent violation letters in the 1999 season notifying them of the change in procedures.
8. Notice programs for absentee owners may be set up by the department administering the noxious weed ordinance for a fee to be set by City Commission.
9. For the year 2000 <u>only</u> one letter will be sent to a violating property outlining grass mowing

policies and indicating no other letter will be sent.

10. Notice will be given for the year 2000 only to new property owners in the assessing records Between April 1, 1999 and April 1, 2000.
11. The Finance Department shall provide a brochure outlining City policy and procedures for property maintenance to individuals requesting a change in water service. This is aimed at educating new residents, both owners and tenants.

Adopted this 9 day of May, 2000.

Ayes: Spataro, Aslakson, Schweifler, Shepherd

Nays: Sieradzki, Benedict, Nielsen

Absent: None

By Fred J. Nielsen
Fred J. Nielsen, Mayor

Attest Gail A. Kundinger
Gail A. Kundinger, Clerk

CERTIFICATION

This resolution was adopted at a regular meeting of the City Commission, held on May 9, 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. Kundinger
Gail A. Kundinger, City Clerk

SAMPLE FIRST LETTER

Dear Taxpayer:

City staff is actively working to enforce various ordinances that are intended to improve the appearance of neighborhoods and protect property values.

Therefore, I am asking that you help upgrade our city by cutting your grass. This must be done in the next 5 days or a City crew will cut it. If we do have to render this service, you will be charged a minimum of $80.00, although the actual charge will depend on our cost. Also, please note that if trash, brush, or debris that would interfere with mowing is on the property, it will be removed and this cost will be added to the bill.

Remember that it is your responsibility to maintain your entire yard, which includes the area between the sidewalk & the street, plus 1/2 of the alley (if there is one).

Our environmental inspectors regularly tour our neighborhoods to check for grass and weeds so please maintain your property throughout the year. **This will be the only notice you receive this year**. Please note: the height limit for grass is 8 inches, if it exceeds that, staff sends out the contractor.

Your cooperation would be appreciated. However, should you fail to comply with this notice not only will the city be forced to cut the grass and charge the cost to you, we may also issue a ticket which may carry fines between $100.00 and $500.00. If you have any questions, call [INSERT INSPECTOR'S #], and I will be happy to discuss them with you.

Thank you,
Community & Economic Development

MUSKEGON COUNTY, MICHIGAN

ORDINANCE NO. 2021

**An ordinance amending Article II of the Noxious Weed and Vegetation Ordinance of the City to change notice requirements and lower the height limit of noxious vegetation.**

THE CITY COMMISSION OF THE CITY OF MUSKEGON HEREBY ORDAINS:

Article II of the Noxious Weed and Vegetation Ordinance of the City of Muskegon is hereby amended as follows:

**Sec. 22-14. Defined.**

For the purpose of this article, the term "noxious weeds and vegetation" shall mean and include Canada thistles, dodders, mustards, wild carrots, bindweeds, perennial sow thistles, ragweed, poison ivy and poison sumac. Such term shall also include grass more than eight (8) inches in height, dead bushes, dead trees and stumps and bushes and trees infested with dangerous insects or infectious diseases. Designated natural areas, native dune vegetation and bona-fide, maintained wildflower plantings may not be considered noxious.

**Sec. 22-15. Legislative determination; purpose of article.**

It is hereby determined that noxious weeds and vegetation, growing, lying or located on private land in the city, affect and are detrimental to the health, comfort, convenience, safety, welfare and prosperity of the residents of the city. The necessity, in the public interest, for the provisions and prohibitions are enacted in pursuance of and for the purpose of securing and promoting the health, comfort, convenience, safety, welfare and prosperity of the city and its inhabitants.

**Sec. 22-16. Declared to be nuisance.**

All noxious weeds and vegetation growing, lying, or located on any land within the city are hereby declared to be a public nuisance.
(Code 1958, § 8-1002)

**Sec. 22-17. Designation and general duties of commissioner.**

The City Manager shall appoint a commissioner of noxious weeds and vegetation, who shall superintend the control and eradication of noxious weeds and vegetation. Assignment of

staff to monitor noxious weeds on public and private property may also be delegated to appropriate departments in the City.
(Code 1958, § 8-1003)

**State law reference** – Authority to appoint commissioner of noxious weeds, MSA § 9.631(1).

**Sec. 22-18. Notice to destroy and remove – Publication.**

The City shall publish in a newspaper of general circulation in the city during the month of March that noxious weeds and vegetation, as defined in this ordinance, not cut during the growing season, namely April 15th through October 15th of the given year, may be cut by the City and the owner of the property charged with the cost thereof. The publication shall contain the following information:

1) That noxious weeds, grass more than eight (8) inches in height, dead bushes, dead trees and stumps and bushes and trees infested with dangerous insects or infectious diseases must be cut and removed from property during the growing season, namely April 15th through October 15th of the given year.
2) That if the owner, agent or occupant refuses to destroy the noxious weeds, the City or its contractor may enter upon the land and destroy them and remove them.
3) That any expense incurred in the destruction shall be paid by the owner of the land and the City shall have a lien against the land for the expense, to be enforced as provided by this article or in the manner of enforcement of tax liens.
4) That any owner who refuses to destroy such material and remove it may be subject to a civil infraction.
5) That the City or its contractor may cut the weeds as many times as is necessary and charge the cost to the property owner. Unrecovered costs may be placed as a lien on the property and/or subject to collection proceedings.

Such notice shall state that, for failing to comply with the notice, the City, through its commissioner of noxious weeds and vegetation, shall have the right to enter upon such lands and destroy and remove such noxious weeds or vegetation and the City shall have a lien upon such lands for the expense and cost so incurred, which shall be levied and collected against the property in the same manner as general taxes.

Additional notice shall be provided as outlined and adopted by the city commission policy. (Code 1958, § 8-1003)

**Sec. 22-19. Duty of property owner to destroy and remove.**

It shall be the duty of every owner or his authorized agent, of any lands in the city, to cut down or cause to be cut down, pulled out, destroyed and removed all noxious weeds and vegetation growing, lying or located on such lands, so as to prevent the same from perpetuating themselves or spreading infectious diseases, or becoming a detriment to public health, during the growing season as often as may be necessary to prevent them from blooming or reaching a seed-bearing stage or from spreading infectious diseases. If such owner, or his authorized agent, shall fail to do so, after notice as provided in section 22-18, he shall be in violation of this section.
(Code 1958, § 8-1005; Ord. No. 1092, § 41, 8-22-95)

**Sec. 22-21. City exempt from action of trespass for entering private land to destroy and remove.**

The City or its contractor shall not be liable in any action of trespass for entering upon private lands for the purpose of cutting down, destroying, or removing noxious weeds or vegetation.
(Code 1958, § 8-1004)

This ordinance adopted:

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

Nayes: None

Adoption Date: May 9, 2000

Effective Date: May 27, 2000

First Reading: April 25, 2000

Second Reading: May 9, 2000

CITY OF MUSKEGON

By: Gail A. Kundinger

Gail A. Kundinger, City Clerk

<u>CERTIFICATE</u>

The undersigned, being the duly qualified clerk of the City of Muskegon, Muskegon County, Michigan, does hereby certify that the foregoing is a true and complete copy of an ordinance adopted by the City Commission of the City of Muskegon, at a regular meeting of the City Commission on the 9th day of May, 2000, at which meeting a quorum was present and remained throughout, and that the original of said ordinance is on file in the records of the City of Muskegon. I further certify that the meeting was conducted and public notice was given pursuant to and in full compliance with Act No. 267, Public Acts of Michigan of 1976, as amended, and that minutes were kept and will be or have been made available as required thereby.

DATED: May 9, 2000

Gail Kundinger

Gail Kundinger, CMC/AAE
Clerk, City of Muskegon

Publish: Notice of Adoption to be published once within ten (10) days of final adoption.

**CITY OF MUSKEGON**
**NOTICE OF ADOPTION**

Please take notice that on May 9, 2000, the City Commission of the City of Muskegon adopted an ordinance amending Section II of the Noxious Weed and Vegetation Ordinance of the city changing notification procedures and lowering the height limit of noxious vegetation.

Copies of the ordinance may be viewed and purchased at reasonable cost at the Office of the City Clerk in the City Hall, 933 Terrace Street, Muskegon, Michigan, during regular business hours.

This ordinance amendment is effective ten days from the date of this publication.

Published May 17, 2000

CITY OF MUSKEGON

By

Gail A. Kundinger
Its Clerk

---

PUBLISH ONCE WITHIN TEN (10) DAYS OF FINAL PASSAGE.

acct # 101-80400-5354

# CITY OF MUSKEGON CLERK'S OFFICE

# facsimile cover sheet

| | |
|---|---|
| To: Ann McMillen | Fax: |
| From: Linda | Date: 5-10-00 |
| Re: | Pages: 2 |
| CC: | |

☐ Urgent ☐ For Review ☐ Please Comment ☐ Please Reply ☐ Please Recycle

**CITY CLERK'S OFFICE** **OFFICE # (231) 724-6705**

**FAX # (231) 724-4178**

Please publish
5-17-00.

Thanks,

Linda

**Commission Meeting Date: May 9, 2000**

**Date:** **May 3, 2000**

**To:** **Honorable Mayor and City Commissioners**

**From:** **Planning & Economic Development**

**RE:** **Vacation of Marsh St.**

---

SUMMARY OF REQUEST:

Request for vacation of Marsh St., between Walton and Myrtle Streets.

FINANCIAL IMPACT:

None

BUDGET ACTION REQUIRED:

None

STAFF RECOMMENDATION:

Staff recommends vacation of Marsh St., with the condition that all City easement rights be retained.

COMMITTEE RECOMMENDATION:

The Planning Commission recommended denial of the vacation of Marsh St. at their meeting on 4/12/00. The City Commission tabled the request at their 4/25/00 meeting.

# CITY OF MUSKEGON

## RESOLUTION #2000- 52(b)

RESOLUTION TO DENY VACATION OF A PUBLIC STREET

WHEREAS, a petition has been received to vacate Marsh Street, between Myrtle and Walton Streets, City of Muskegon; and

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

WHEREAS, due notice had been given of said hearing as well as the April 25, 2000 and May 9, 2000 City Commission meetings to consider the recommendation of the Planning Commission;

NOW, THEREFORE, BE IT RESOLVED that the City Commission does not deem it advisable for the public interest to vacate and discontinue Marsh St.;

Adopted this 9th day of May, 2000.

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

Nays: None

Absent: None

By: Fred J. Nielsen

Fred J. Nielsen, Mayor

Attest: Gail A. Kundinger

Gail A. Kundinger, Clerk

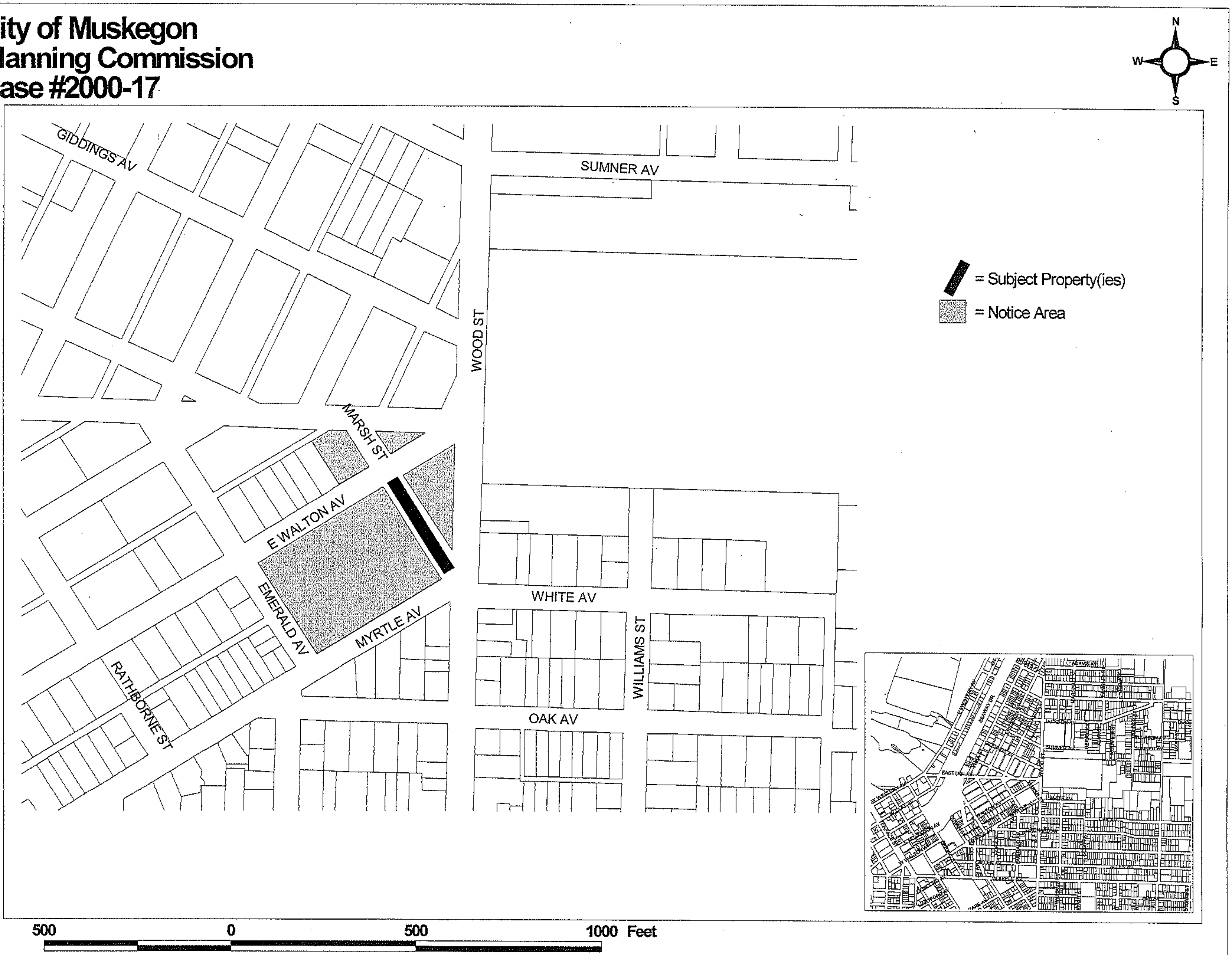
CERTIFICATION

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 9, 2000.

Gail Kundinger

Gail Kundinger, CMC/AAE
Clerk, City of Muskegon

# City of Muskegon Planning Commission Case #2000-17



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

April 12, 2000

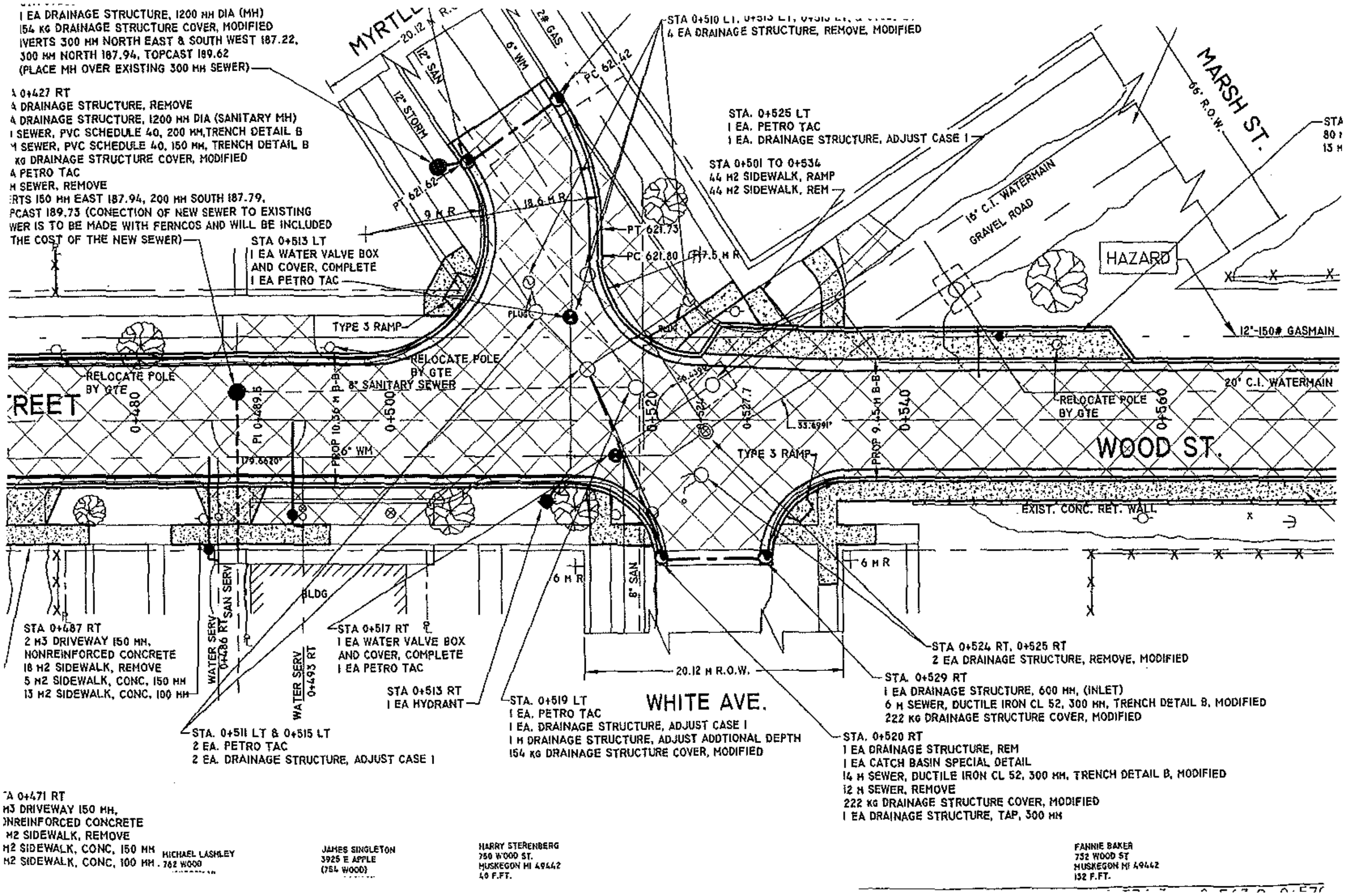
**<u>Hearing; Case 2000-17</u>: Staff-initiated request to vacate Marsh St., between Walton and Myrtle Avenues.**

## BACKGROUND

The former Vanderlaan School site is the location of a new townhouse development currently under construction. The site is bounded by Walton, Myrtle, Marsh and Emerald Streets. The Engineering Department has requested that Marsh St., between Walton and Myrtle be vacated to limit potential traffic conflicts that might occur from the new development. The townhouse development does not require access from Marsh St. There is one residence which fronts on Marsh St. Staff received a phone call from Julie Smith, the resident of that house, who is concerned with access to her home.

## RECOMMENDATION

Staff recommends approval of the vacation.


I EA DRAINAGE STRUCTURE, 1200 MM DIA (MH)
154 KG DRAINAGE STRUCTURE COVER, MODIFIED
INVERTS 300 MM NORTH EAST & SOUTH WEST 187.22,
300 MM NORTH 187.94, TOPCAST 189.62
(PLACE MH OVER EXISTING 300 MM SEWER)
A 0+427 RT
A DRAINAGE STRUCTURE, REMOVE
A DRAINAGE STRUCTURE, 1200 MM DIA (SANITARY MH)
I SEWER, PVC SCHEDULE 40, 200 MM, TRENCH DETAIL B
M SEWER, PVC SCHEDULE 40, 150 MM, TRENCH DETAIL B
KG DRAINAGE STRUCTURE COVER, MODIFIED
A PETRO TAC
M SEWER, REMOVE
ERTS 150 MM EAST 187.94, 200 MM SOUTH 187.79,
PCAST 189.73 (CONECTION OF NEW SEWER TO EXISTING
WER IS TO BE MADE WITH FERNCOS AND WILL BE INCLUDED
THE COST OF THE NEW SEWER)
STA 0+513 LT
I EA WATER VALVE BOX
AND COVER, COMPLETE
I EA PETRO TAC
MYRTLE
20.12 M R.O.W.
12" SAN
12" STORM
6" WM
2# GAS
PC 621.42
PT 621.62
9 M R
18.6 M R
PT 621.73
PC 621.80
7.5 M R
STA 0+510 LT, 0+513 LT, 0+515 LT
4 EA DRAINAGE STRUCTURE, REMOVE, MODIFIED
STA. 0+525 LT
I EA. PETRO TAC
I EA. DRAINAGE STRUCTURE, ADJUST CASE I
STA 0+501 TO 0+534
44 M2 SIDEWALK, RAMP
44 M2 SIDEWALK, REM
16" C.I. WATERMAIN
GRAVEL ROAD
MARSH ST.
66' R.O.W.
HAZARD
12"-150# GASMAIN
20" C.I. WATERMAIN
TYPE 3 RAMP
PLUG
RELOCATE POLE BY GTE
8" SANITARY SEWER
STREET
0+480
PI 0+489.5
PROP 10.36 M B-B
0+500
0+520
0+524
0+527.7
33.6991°
0+540
PROP 9.5 M B-B
0+560
79.6620°
6" WM
WOOD ST.
EXIST. CONC. RET. WALL
6 M R
8" SAN
BLDG
WATER SERV 0+486 RT
SAN SERV
WATER SERV 0+493 RT
STA 0+487 RT
2 M3 DRIVEWAY 150 MM,
NONREINFORCED CONCRETE
18 M2 SIDEWALK, REMOVE
5 M2 SIDEWALK, CONC, 150 MM
13 M2 SIDEWALK, CONC, 100 MM
STA 0+517 RT
I EA WATER VALVE BOX
AND COVER, COMPLETE
I EA PETRO TAC
STA 0+513 RT
I EA HYDRANT
STA. 0+519 LT
I EA. PETRO TAC
I EA. DRAINAGE STRUCTURE, ADJUST CASE I
I M DRAINAGE STRUCTURE, ADJUST ADDTIONAL DEPTH
154 KG DRAINAGE STRUCTURE COVER, MODIFIED
20.12 M R.O.W.
WHITE AVE.
STA 0+524 RT, 0+525 RT
2 EA DRAINAGE STRUCTURE, REMOVE, MODIFIED
STA. 0+529 RT
I EA DRAINAGE STRUCTURE, 600 MM, (INLET)
6 M SEWER, DUCTILE IRON CL 52, 300 MM, TRENCH DETAIL B, MODIFIED
222 KG DRAINAGE STRUCTURE COVER, MODIFIED
STA. 0+511 LT & 0+515 LT
2 EA. PETRO TAC
2 EA. DRAINAGE STRUCTURE, ADJUST CASE I
STA. 0+520 RT
I EA DRAINAGE STRUCTURE, REM
I EA CATCH BASIN SPECIAL DETAIL
14 M SEWER, DUCTILE IRON CL 52, 300 MM, TRENCH DETAIL B, MODIFIED
12 M SEWER, REMOVE
222 KG DRAINAGE STRUCTURE COVER, MODIFIED
I EA DRAINAGE STRUCTURE, TAP, 300 MM
A 0+471 RT
M3 DRIVEWAY 150 MM,
NONREINFORCED CONCRETE
M2 SIDEWALK, REMOVE
M2 SIDEWALK, CONC, 150 MM
M2 SIDEWALK, CONC, 100 MM
MICHAEL LASHLEY
762 WOOD
JAMES SINGLETON
3925 E APPLE
(754 WOOD)
HARRY STERENBERG
750 WOOD ST.
MUSKEGON MI 49442
40 F.FT.
FANNIE BAKER
732 WOOD ST
MUSKEGON MI 49442
132 F.FT.

**AGENDA ITEM NO. ___________**

**CITY COMMISSION MEETING <u>4/25/00</u>**

**TO**: Honorable Mayor and City Commissioners

**FROM**: Bryon L. Mazade, City Manager

**DATE**: April 17, 2000

**RE**: Family Investment Center Tax Returns

**SUMMARY OF REQUEST**:

To authorize the payment of CPA expenses to BDO Seidman for the preparation of tax returns for the Family Investment Center Corporation and Partnership. The returns must be prepared and filed for the Housing Commission separation to proceed. Proposals from two CPA firms were solicited and are attached for your review and consideration.

**FINANCIAL IMPACT**:

Approximately $6,000.

**BUDGET ACTION REQUIRED**:

To authorize this payment out of the Contingency budget of the General Fund.

**STAFF RECOMMENDATION**:

To approve the request contingent upon the repayment of this expense by the Housing Commission at the separation closing.

**COMMITTEE RECOMMENDATION**:

The trustees of the Corporation have selected BDO Seidman to prepare the tax returns.

O:COMMON\DEPTMENT\ADMIN\AGNDAFRM
JMS – O: (FAMILY INVESTMENT CENTER-TAX RETURNS)

BDO

**BDO Seidman, LLP**
Accountants and Consultants

801 W. Norton Avenue
Muskegon, Michigan 49441-4155
Telephone: (231) 739-9441
Fax: (231) 733-0031

Mr. John Schrier
Parmenter O'Toole
P.O. Box 786
Muskegon, Michigan 49443-0786

March 28, 2000

Dear Mr. Schrier:

**Re: Family Investment Center Limited Housing Development Corporation and Family Investment Center Limited Dividend Housing Association Limited Partnership**

This letter is intended to summarize our proposal request for the preparation of tax returns for the above mentioned taxpayers for the tax years 1996, 1997, 1998 and 1999. We will address our proposal using the following criteria.

1. Preparation of tax returns (assuming information is readily available).

2. Additional time necessary to accumulate information, if such information is not readily available.

3. Assistance provided and communications with the Department of Treasury regarding potential abatement of penalty requests.

We propose that our fees for the preparation of the not-for-profit tax returns for the Family Investment Center Limited Housing Development Corporation for the years 1996, 1997, 1998 and 1999 and the preparation of the partnership returns for the Family Investment Center Limited Dividend Housing Association Limited Partnership for the years ended 1996, 1997, 1998 and 1999 to be approximately $5,000, plus out-of-pocket costs.

We propose that in the event that information is not readily available and requires additional performance of services on our behalf in order to obtain this information, we will bill our time at a rate of $75 per hour. This will be communicated with you prior to beginning any additional services and an estimate of our time to perform these services will be made at that time.

Services in connection with representation before the Department of Treasury or communications in an attempt receive penalty abatement will be billed on an hourly basis at actual time spent at a rate of $125 per hour.

BDO



I trust that the above information provides you with the necessary information to further pursue engagement of these services. We thank you very much for the opportunity to work with you on this matter. Should you have any questions or would like to discuss this proposal in further detail, please call.

Very truly yours,

John P. Pridnia

das

# BRICKLEY DELONG
CERTIFIED PUBLIC ACCOUNTANTS

April 3, 2000

Family Investment Center Limited
Dividend Housing Associates, LP
c/o Mr. John Schrier
Parmenter O'Toole
175 W. Apple Avenue
P.O. Box 786
Muskegon, Michigan

Dear Mr. Schrier:

This letter proposes the arrangements for our tax return preparation services. We will prepare the following partnership tax returns: federal, state, and city for the years ended December 31, 1996-1999, inclusive. (We are not responsible for returns not included in this list.) It is your responsibility to provide us with all the information needed to prepare complete and accurate returns. We will not audit or otherwise verify the data you submit, although we may ask you to clarify some of it.

The returns will be prepared in accordance with the appropriate tax laws. We will use our judgment in resolving questions where the law is unclear, or where there are conflicts between tax authorities' interpretations of the law and other supportable positions. Unless otherwise instructed by you, we will resolve such questions in your favor whenever possible. However, you should be aware that the tax laws provide for a penalty to be imposed when a taxpayer makes a substantial understatement of tax liability. Because a partnership's tax attributes flow through to its partners, this penalty can potentially be imposed on the partners. We will discuss with you any tax positions that may increase the risk of exposure to penalties before completing the returns.

Fees for our tax preparation services will reflect our standard hourly rates plus any out-of-pocket expenses, but will not exceed $6,000 without prior approval. This proposal assumes the records are in sufficient condition to allow us to complete our work in less than 80 hours. If our time exceeds this due to 1) the condition of the records, or 2) the cooperation of accounting personnel is less than adequate, we will promptly notify you of such conditions and estimate the additional time and fees to complete the work. We will bill you on an interim basis prior to completion of this engagement. Fees are due upon presentation of our invoice to you including a $2,000 retainer prior to commencing work on the returns.

The partnership's returns are subject to examination by the taxing authorities. In the event of an audit, you may be requested to produce documents, records, or other evidence to substantiate the items of income and deduction shown on a return. If an examination occurs, we will represent the partnership if you so desire; however, these additional services are not included in our fee for preparation of the returns.

Although we are available to provide the partnership with tax planning advice, we are not obligated to do so unless you specifically request it. Our policy is to put all tax planning advice in writing. Therefore, you should not rely on any unwritten advice because it may be tentative and not yet fully reviewed.

Certain communications involving tax advice between you and our firm may be privileged and not subject to disclosure to the Internal Revenue Service. By disclosing the contents of those communications to anyone, or by turning over information about those communications to the government, you may be waiving this privilege. To protect your rights, please consult with us or your attorney prior to disclosing any information about our tax advice.

If the tax services and terms outlined above are in accordance with your understanding of our engagement, please sign this letter in the space provided and return it in the enclosed envelope with the $2,000 retainer. We appreciate this opportunity to serve you. If you have any questions or need any additional information, please do not hesitate to call.

Sincerely,

Donald E. Swick

Donald E. Swick, CPA

***Accepted:***

By: ______________________________ Date: ____________________

Title: ______________________________

**Date:** May 9, 2000

**To:** Honorable Mayor and City Commissioners

**From:** Finance Director

**RE:** Notice of Intent Resolution – Sidewalk Assessment Bonds

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SUMMARY OF REQUEST: Later this year it is expected the City will sell sidewalk special assessment bonds (in an amount not to exceed $2,000,000) to finance ongoing sidewalk improvements throughout the City. The first step in this process is adoption of the attached resolution. This "Notice of Intent" resolution notifies the public of the City's intent to issue bonds. Upon adoption of this resolution public notice will be placed in the *Muskegon Chronicle* advising citizens that ~~water revenue~~ bonds will be issued without referendum unless a petition requesting an election is filed with the City Clerk within forty-five (45) days. The petition must be signed by at least ten percent of the City's registered voters.

FINANCIAL IMPACT: The only immediate cost associated with this action is the cost of publication in the *Chronicle.*

BUDGET ACTION REQUIRED: None at this time. The cost of the newspaper publication can be covered within the current budget. Once bonds are sold, debt service costs will be paid by special assessments for the life of the bonds (10 years).

STAFF RECOMMENDATION: Approval of the attached resolution.

COMMITTEE RECOMMENDATION: There is no committee recommendation for this item.

Founded in 1852
by Sidney Davy Miller

Sidney T. Miller (1864-1940)
George L. Canfield (1866-1928)
Lewis H. Paddock (1866-1935)
Ferris D. Stone (1882-1945)

**JOEL L. PIELL**
**TEL: (313) 496-7518**
**FAX: (313) 496-8450**
**E-MAIL: piell@millercanfield.com**

MILLER
CANFIELD

MILLER, CANFIELD, PADDOCK AND STONE, P.L.C.

150 West Jefferson, Suite 2500
Detroit, Michigan 48226
TEL: (313) 963-6420
FAX: (313) 496-7500
www.millercanfield.com

MICHIGAN: Ann Arbor
Detroit • Grand Rapids
Howell • Kalamazoo
Lansing • Monroe • Troy

New York, N.Y.
Washington, D.C.
POLAND: Gdynia
Katowice • Warsaw

AFFILIATED OFFICE:
Pensacola, FL

April 4, 2000

Mr. Timothy J. Paul
Finance Director
City of Muskegon
933 Terrace St
PO Box 536
Muskegon, MI 49443-0536

*Via Overnight Delivery*

Dear Tim:

In connection with the City's proposed special assessment bonds, I am sending you a Notice of Intent Resolution which speaks to the issuance of bonds in an amount not to exceed $2,000,000. As you will recall, the notice of intent which is found in the resolution must be published once in large point type as a display ad taking up no less than one-quarter of the page upon which it appears. I would ask that you return to me three certified copies of the resolution and three affidavits of its publication.

The resolution will also authorize the filing of a Notice of Intent to Issue an Obligation with the Municipal Finance Division which may be executed either by the City Clerk or yourself. By copy of this letter, I would ask Warren to prepare the Notice of Intent to Issue an Obligation form and send it off to you for signature. Thereafter, I would ask that you send it to me along with a check made payable to the State of Michigan in the amount of $400. I will also need certified copies of the resolution to file.

I can draft the Building Authority resolutions once I receive the bond specs from Warren and a project description from you. I should also have the name of the consulting architects or engineers and if possible a legal description of the site.

Should you have any questions concerning this, please let me know.

Very truly yours,

MILLER, CANFIELD, PADDOCK AND STONE, P.L.C.

By: ______________________
Joel L. Piell

cc: Mr. Warren M. Creamer, III

DELIB:2144932.1\063684-00030

# NOTICE OF INTENT RESOLUTION

City of Muskegon
County of Muskegon, Michigan

Minutes of a Regular Meeting of the City Commission of the City of Muskegon, County of Muskegon, Michigan (the "City") held on May 9, 2000, at 5:30 o'clock p.m., Eastern Daylight Time.

PRESENT: Members Benedict, Nielsen, Schweifler, Shepherd, Sieradzki, Spataro, Aslakson

ABSENT: Members None

The following preamble and resolution were offered by Member Aslakson and supported by Member Shepherd:

WHEREAS, the City Commission of the City intends to authorize the issuance of special assessment bonds for the purpose of defraying part of special assessment districts' share of the cost in connection with certain public improvements in the City;

AND WHEREAS, notice of intent to issue bonds must be published at least forty-five (45) days before the issuance of the same in order to comply with the requirements of Section 5(g) of Act 279, Public Acts of Michigan, 1909, as amended;

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The City Clerk is hereby authorized and directed to publish a notice of intent to issue bonds in the Muskegon Chronicle, a newspaper of general circulation in the City, as a display advertisement at least one-quarter page in size.

2. Said notice of intent so published shall be in substantially the following form:

OFFICIAL NOTICE TO ELECTORS AND TAXPAYERS
OF THE CITY OF MUSKEGON
OF INTENT TO ISSUE BONDS SECURED BY THE TAXING
POWER OF THE CITY AND RIGHT OF REFERENDUM THEREON

PLEASE TAKE NOTICE that the City Commission of the City of Muskegon, County of Muskegon, Michigan, intends to issue special assessment bonds of the City, in total principal amount of not to exceed $2,000,000 for the purpose of defraying part of special assessment districts' share of the cost of street and related improvements in the City. Said bonds shall mature serially in not to exceed twenty (20) annual installments with interest payable on the unpaid balance at a rate of not to exceed 8% per annum or such higher rate as may be permitted by law.

SOURCE OF PAYMENT OF BONDS

THE PRINCIPAL AND INTEREST OF THE SPECIAL ASSESSMENT BONDS shall be payable primarily from collections of an equal amount of special assessments and the bonds shall also pledge the limited tax full faith and credit of the City of Muskegon.

IN CASE OF THE INSUFFICIENCY OF THE SPECIAL ASSESSMENTS, THE PRINCIPAL AND INTEREST ON SAID BONDS SHALL BE PAYABLE FROM THE GENERAL FUNDS OF THE CITY LAWFULLY AVAILABLE FOR SUCH PURPOSE.

RIGHT OF REFERENDUM

THE BONDS will be issued without vote of the electors unless a PETITION requesting an election on the question of issuing either or both series of bonds, signed by not less than 10% OF THE REGISTERED ELECTORS in the City, or 15,000, whichever is the lesser, is filed with the City by depositing with the City Clerk WITHIN FORTY-FIVE (45) DAYS after publication of this notice. If such a petition is filed, the bonds affected cannot be issued without an approving vote by a majority of electors voting on the question.

THIS NOTICE is given pursuant to the requirements of Section 5(g) of Act 279, Public Acts of Michigan, 1909, as amended. Further information concerning the matters set out in this notice may be secured from the City Clerk's office.

Gail Kundinger
City Clerk

3. The City Commission does hereby determine that the foregoing form of notice of intent to issue bonds and the manner of publication directed is adequate notice to the electors and taxpayers of the City and is well calculated to inform them of the intention of the City to issue the bonds, the purpose of the bond issues, the security for the bonds, and the right of referendum of the electors with respect thereto under all of the circumstances, and that the provision of forty-five (45) days within which to file a referendum petition is necessary and adequate to insure that the City's electors may exercise their right of referendum with respect to the bonds.

4. The City Clerk or Finance Director be and are each hereby authorized to file a Notice of Intent to Issue an Obligation along with the appropriate filing fee with the Michigan Department of Treasury or to file for approval with the Michigan Department of Treasury.

5. All resolutions and parts of resolutions insofar as they conflict with the provisions of this resolution be and the same hereby are rescinded.

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

NAYS: Members None

RESOLUTION DECLARED ADOPTED.

Gail A. Kundinger
City Clerk

I hereby certify that the foregoing is a true and complete copy of a resolution adopted by the City Commission of the City of Muskegon, County of Muskegon, State of Michigan, at a regular meeting held on May 9, 2000, and that said meeting was conducted and public notice of meeting was given pursuant to and in full compliance with the Open Meetings Act, being Act 267, Public Acts of Michigan, 1976, and that the minutes of said meeting were kept and will be or have been made available as required by said Act.

Gail A. Kundinger
City Clerk

MILLER, CANFIELD, PADDOCK AND STONE, P.L.C.

DELIB:2144842.1\063684-00030

# CITY OF MUSKEGON CLERK'S OFFICE

# facsimile cover sheet

| | | | |
|---|---|---|---|
| To: | Ann McMillen | Fax: | |
| From: | Linda | Date: | 5-16-00 |
| Re: | | Pages: | 2 |
| CC: | | | |

☐ Urgent ☐ For Review ☐ Please Comment ☐ Please Reply ☐ Please Recycle


**CITY CLERK'S OFFICE** **OFFICE # (231) 724-6705**

**FAX # (231) 724-4178**


Please publish 5-22-00 in large point type as a display ad taking up no less than one-quarter of the page. I also need 4 affidavits of publication.

Thanks,
Linda

OFFICIAL NOTICE TO ELECTORS AND TAXPAYERS
OF THE CITY OF MUSKEGON
OF INTENT TO ISSUE BONDS SECURED BY THE TAXING
POWER OF THE CITY AND RIGHT OF REFERENDUM THEREON

PLEASE TAKE NOTICE that the City Commission of the City of Muskegon, County of Muskegon, Michigan, intends to issue special assessment bonds of the City, in total principal amount of not to exceed $2,000,000 for the purpose of defraying part of special assessment districts' share of the cost of street and related improvements in the City. Said bonds shall mature serially in not to exceed twenty (20) annual installments with interest payable on the unpaid balance at a rate of not to exceed 8% per annum or such higher rate as may be permitted by law.

SOURCE OF PAYMENT OF BONDS

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IN CASE OF THE INSUFFICIENCY OF THE SPECIAL ASSESSMENTS, THE PRINCIPAL AND INTEREST ON SAID BONDS SHALL BE PAYABLE FROM THE GENERAL FUNDS OF THE CITY LAWFULLY AVAILABLE FOR SUCH PURPOSE.

RIGHT OF REFERENDUM

THE BONDS will be issued without vote of the electors unless a PETITION requesting an election on the question of issuing either or both series of bonds, signed by not less than 10% OF THE REGISTERED ELECTORS in the City, or 15,000, whichever is the lesser, is filed with the City by depositing with the City Clerk WITHIN FORTY-FIVE (45) DAYS after publication of this notice. If such a petition is filed, the bonds affected cannot be issued without an approving vote by a majority of electors voting on the question.

THIS NOTICE is given pursuant to the requirements of Section 5(g) of Act 279, Public Acts of Michigan, 1909, as amended. Further information concerning the matters set out in this notice may be secured from the City Clerk's office.

Gail Kundinger
City Clerk

Please publish 5-22-00
acct # 403-96059-5354

Affirmative Action
616/724-6703
FAX/722-1214

Assessor
616/724-6708
FAX/724-4178

Cemetery
616/724-6783
FAX/726-5617

Civil Service
616/724-6716
FAX/724-6790

Clerk
616/724-6705
FAX/724-4178

Comm. & Neigh. Services
616/724-6717
FAX/726-2501

Engineering
616/724-6707
FAX/727-6904

Finance
616/724-6713
FAX/724-6768

Fire Dept.
616/724-6792
FAX/724-6985

Income Tax
616/724-6770
FAX/724-6768

Info. Systems
616/724-6975
FAX/724-6768

Leisure Service
616/724-6704
FAX/724-6790

Manager's Office
616/724-6724
FAX/722-1214

Mayor's Office
616/724-6701
FAX/722-1214

Neigh. & Const. Services
616/724-6715
FAX/726-2501

Planning/Zoning
616/724-6702
FAX/724-6790

Police Dept.
616/724-6750
FAX/722-5140

Public Works
616/724-4100
FAX/722-4188

Treasurer
616/724-6720
FAX/724-6768

Water Dept.
616/724-6718
FAX/724-6768

Water Filtration
616/724-4106
FAX/755-5290

**MUSKEGON**

**West Michigan's Shoreline City**

June 6, 2000

Mr. Joel L. Piell
Miller, Canfield, Paddock
and Stone, P.L.C.
150 W. Jefferson, Suite 2500
Detroit, MI 48226

Dear Mr. Piell:

Enclosed are three certified copies of the resolution and affidavits of publication which were adopted by the City Commission May 9, 2000.

If you have any questions, please call me at (231) 724-6705.

Thank you,

Linda Potter

Linda Potter
Deputy City Clerk

Enc.

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

Founded in 1852
by Sidney Davy Miller

Sidney T. Miller (1864-1940)
George L. Canfield (1866-1928)
Lewis H. Paddock (1866-1935)
Ferris D. Stone (1882-1945)

**JOEL L. PIELL**
**TEL: (313) 496-7518**
**FAX: (313) 496-8450**
**E-MAIL: piell@millercanfield.com**

# MILLER CANFIELD

MILLER, CANFIELD, PADDOCK AND STONE, P.L.C.

150 West Jefferson, Suite 2500
Detroit, Michigan 48226
TEL: (313) 963-6420
FAX: (313) 496-7500
www.millercanfield.com

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Detroit • Grand Rapids
Howell • Kalamazoo
Lansing • Monroe • Troy

New York, N.Y.
Washington, D.C.
POLAND: Gdynia
Katowice • Warsaw

AFFILIATED OFFICE:
Pensacola, FL

June 9, 2000

Mr. Timothy J. Paul
Finance Director
City of Muskegon
933 Terrace St
PO Box 536
Muskegon, MI 49443-0536

Dear Tim:

Just a note to let you know that I have received your mailing of the notice of intent, check and Linda Potter's mailing of the notice of intent resolution and affidavit of publication of the notice. I have on date even herewith filed the application with the Municipal Finance Division.

By copy of this letter to Linda Potter, I am sending a No Petition Certificate which I would ask be executed no sooner than 45 days following the publication of the notice on May 22nd. I believe the referendum period will expire at the close of business on Friday, July 7th, the therefor the Certificate may be signed on July 10th. I would ask that all three copies of this be returned to me.

Very truly yours,

MILLER, CANFIELD, PADDOCK AND STONE, P.L.C.

By: ______________________
Joel L. Piell

cc: Ms. Linda Potter
Mr. Warren M. Creamer, III

DELIB:2160956.1\063684-00030

**Commission Meeting Date: May 9, 2000**

**Date:** **May 3, 2000**

**To:** **Honorable Mayor and City Commissioners**

**From:** **Planning & Economic Development**

**RE:** **Sale of Vacant Land on Miner Street in Lakeside**

---

SUMMARY OF REQUEST:

To approve the sale of the property described as map number 24-30-34-429-006 to Bill Ingalls II of 110 John Ave for $15,500. The parcel is 150 feet X 205 feet, and as such will be split to make two lots for the construction of two single family homes having 75 feet of frontage each. The appraised value of each parcel is $4,500 for a total minimum bid price of $9,000.

Mr. Ingalls submitted the high bid of three bids submitted for this property. The other bidders were as follows: Mr. Patrick J. Mason of 3032 Farr Road, Fruitport, Michigan ($9,260) and Mr. Mark Anderson of 2140 McCracken Street ($9,000). All bidders were notified of the meeting and asked to be prepared to answer questions from the Commission.

FINANCIAL IMPACT:

The sale of the property will allow the City to collect taxes on the two new homes 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.

COMMITTEE RECOMMENDATION:

None.

Resolution No. 2000-53(b)

## MUSKEGON CITY COMMISSION

RESOLUTION APPROVING THE SALE OF VACANT LAND IN LAKESIDE FOR THE CONSTRUCTION OF TWO SINGLE FAMILY HOMES.

WHEREAS, Bill Ingalls has submitted a bid of $15,500 for map # 24-30-34-429-006;

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. Ingalls has agreed to the terms of sale which stipulate that the property be developed for two single-family residences within 18 months from the date of sale;

NOW THEREFORE BE IT RESOLVED, that map # 24-30-34-429-006 be sold to the aforementioned buyer.

**(E. 150 ft. of N 205 ft Lot 2 Blk 676)**

Adopted this 9th day of May, 2000

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

Nays: None

Absent Sieradzki (stepped out)

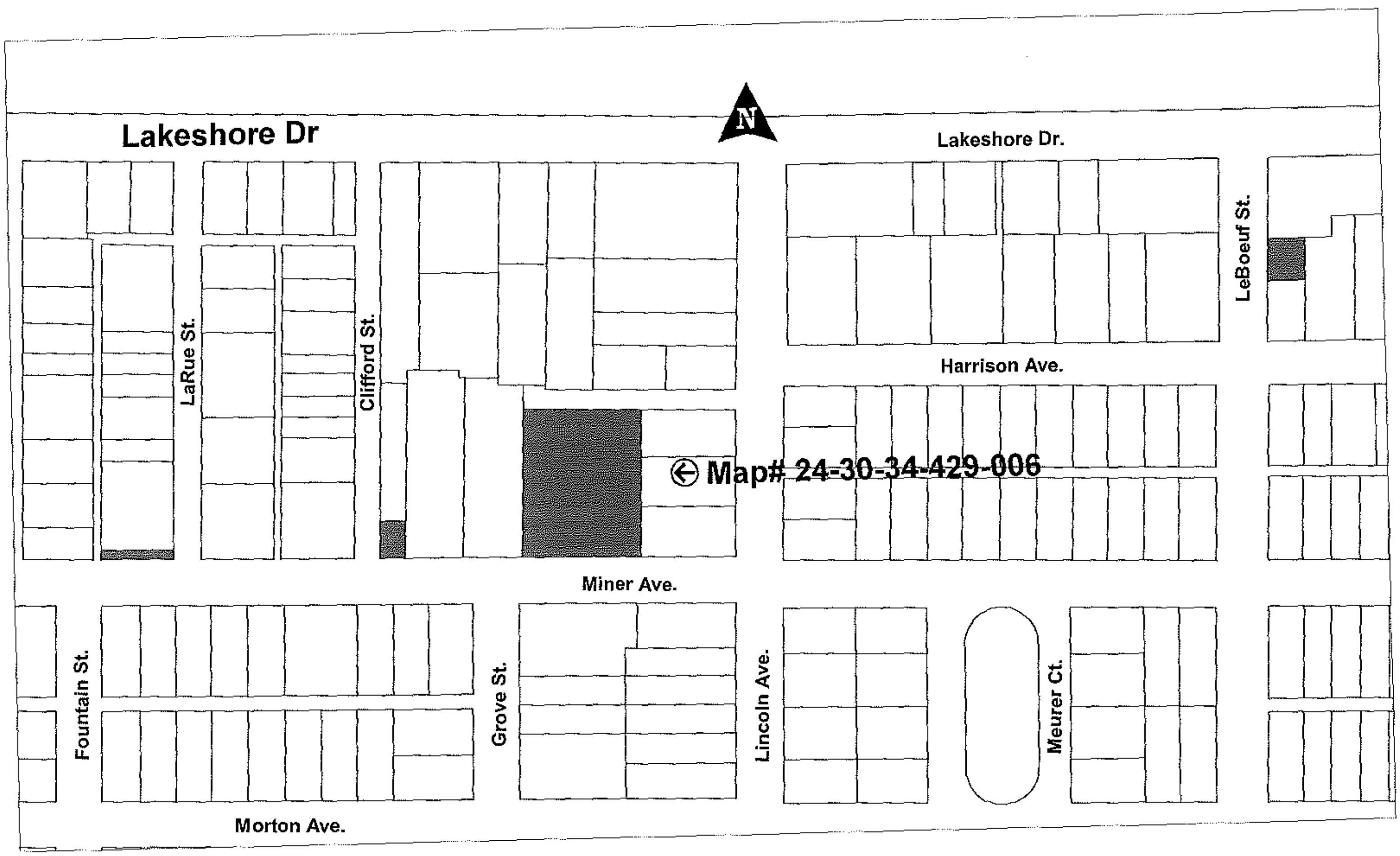
By: Fred J. Nielsen
Fred J. Nielsen, Mayor

Attest: Gail Kundinger
Gail Kundinger, Clerk

CERTIFICATION

I hearby certify that the foregoing constitutes a true and complete copy of a resolution adopted by the City Commission of the City of Muskegon, County of Muskegon, Michigan at a regular meeting held on May 9, 2000.

By: Gail Kundinger
Gail Kundinger, Clerk


Lakeshore Dr
Lakeshore Dr.
LeBoeuf St.
LaRue St.
Clifford St.
Harrison Ave.
Map# 24-30-34-429-006
Miner Ave.
Fountain St.
Grove St.
Lincoln Ave.
Meurer Ct.
Morton Ave.

TO WHOM IT MAY CONCERN:

BID FOR VACANT CITY LAND:

PARCEL E150 FT OF THE N205 FT
LOT 2 BLK 676 MAP# 24-30-34-429-001

VACANT LOT ON HARRISON AVE BETWEEN
CLIFFORD ST AND LINCOLN AVE CITY OF MUSK.

BILL INGALLS II
110 JOHN AVE
MUSKEGON MICH 49441
PH# (231) 798-9624

AMOUNT OF BID: 15,500.00
(FIFTEEN THOUSAND FIVE
HUNDRED DOLLARS)

I AM A LICENSED CONTRACTOR AND
I PLAN ON PUTTING TWO NICE
WELL BUILT FAMILY HOMES ON
THIS PROPERTY.

THANK YOU, FOR YOUR TIME

Bill Ingalls II

Tuesday, April 11, 2000

Patrick J. Mason
3032 Farr Rd.
Fruitport, MI 49415
231-865-6425

Parcel: E 150 Feet of the North 205 feet Lot 2 Blk 676. Map # 24-30-34-429-006

Bid $9,260

I propose to construct a single family dwelling for my own residence and another single family dwelling as per your conditions (18 mos.).

I am a retired residential builder.

**[illegible]line Construction Services Inc.**
2140 McCracken St., Muskegon. MI 49441
**231-759-3178 231-206-1250**

To: **Muskegon City Commission**

April 10, 2000

**Re: Lot "E 150 feet of the N 205 feet Lot 2 BLK 676, map # 24-30-34-429-006"**

Commissioners,

I am submitting this bid for the described lot. My bid is for the minimum bid cost of Nine Thousand and 00/100 dollars ($9000.00). I am writing this accompanying letter as I will not be able to attend the meeting on April 25th, at the time you will decide. I will be away on 15 days of annual training for the Air Force National Guard. My wife Kim will be the person to contact in my absence of April 20 through May 8. (Kims Canine Dee-signers 759-8216)

Attached are samples of the style of homes I would build. Also, I am submitting a site plan for an alternative to building 2 homes. This alternative is merely a thought and in no way lessens my desire to purchase. You will also find a copy of my Builders License.

Please consider the following:

- I am an experienced, licensed builder
- Offer is a cash offer
- Minimum bid was offered as the property will likely need some landscaping improvements done to make the homes "marketable" and because of its close proximity to Sappi
- I will break ground for the first unit NLT 6-5-00, and NLT 9-4-00 for the second

Sincerely,

Mark D. Anderson

SPATARO

**Proline Construction Services Inc.**
2140 McCracken St., Muskegon, MI 49441
**231-759-3178 231-206-1250**

To: **Muskegon City Commission**

April 10, 2000

Re: **Lot "E 150 feet of the N 205 feet Lot 2 BLK 676, map # 24-30-34-429-006"**

Commissioners,

I am submitting this bid for the described lot. My bid is for the minimum bid cost of Nine Thousand and 00/100 dollars ($9000.00). I am writing this accompanying letter as I will not be able to attend the meeting on April 25th, at the time you will decide. I will be away on 15 days of annual training for the Air Force National Guard. My wife Kim will be the person to contact in my absence of April 20 through May 8. (Kims Canine Dee-signers 759-8216)

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Sincerely,

Mark D. Anderson

JOHN ENGLER
GOVERNOR

STATE OF MICHIGAN

J 562948

DEPARTMENT OF CONSUMER & INDUSTRY SERVICES

RESIDENTIAL BUILDERS' AND
MAINTENANCE & ALTERATION CONTRACTORS' BOARD

RESIDENTIAL BUILDER
LICENSE

- Q. O. - MARK D ANDERSON

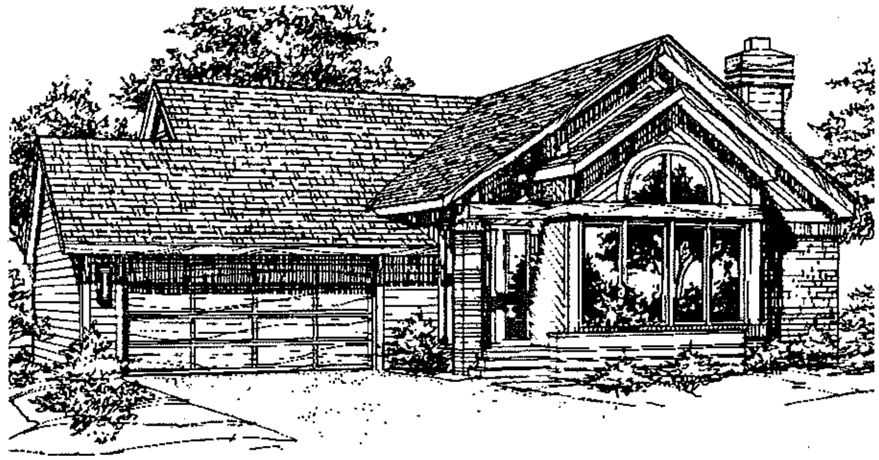
VOID

PROLINE CONSTRUCTION SERVICES INC
2140 MC CRACKEN ST
MUSKEGON MI 49441

| PERMANENT I.D. NO. | EXPIRATION DATE | |
|---|---|---|
| 2102132778 | 05/31/2001 | 4911169 |

THIS DOCUMENT IS DULY ISSUED UNDER THE LAWS OF THE STATE OF MICHIGAN.

This comfortable home presents an impressive facade, with its large and inviting front window arrangement.



A step down from the front entry, the Great Room boasts a 12-ft. vaulted ceiling with a barrel-vaulted area that outlines the half-round front window. The striking angled fireplace can be enjoyed from the adjoining dining area.

The galley-style kitchen hosts a half-round cutout above the sink and a breakfast area that accesses a backyard deck and patio. The kitchen, breakfast area and dining area also are enhanced by 12-ft. vaulted ceilings.

The master bedroom features a boxed-out window, a walk-in closet and a ceiling that vaults to 12 feet. The private bath includes a garden tub, a separate shower and a private toilet compartment.

Another full bath serves the two remaining bedrooms, one of which has sliding glass doors to the deck and would make an ideal den.

Bedrooms: 2.5 Baths: 2 Full
Living Area:
- Floors: 1
- Main floor: 1368 sq. ft.
- Other floors: 0 sq. ft.

Total Living Area: 1368 sq. ft.
Standard basement: 1368 sq. ft.
Footprint:
- Width: 48 ft.
- Depth: 48 ft.

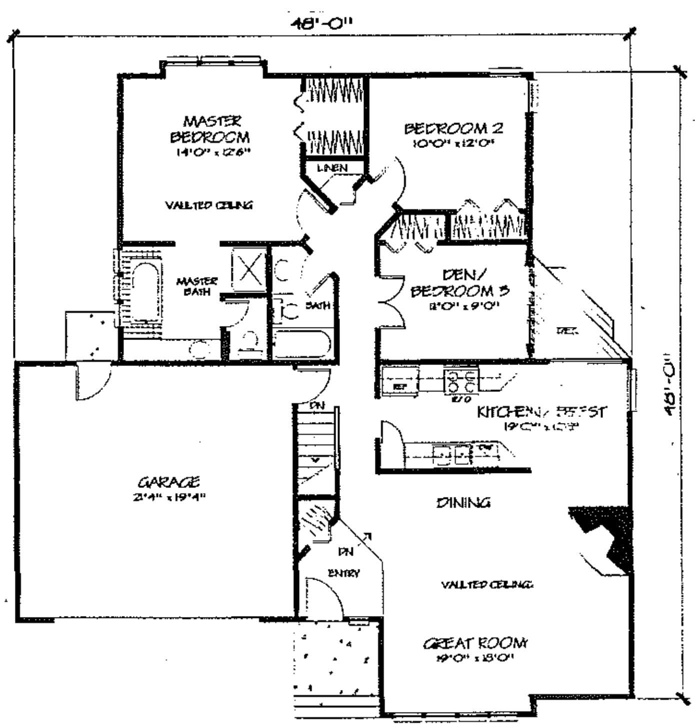
Exterior Wall Framing: 2x4
Foundation Options:
- Full Basement

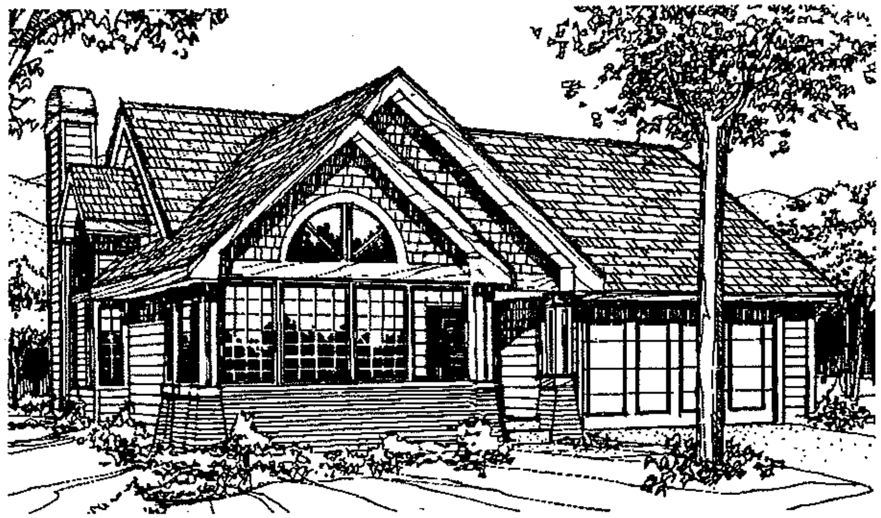
Plan Category:
- Contemporary
- Traditional
- Transitional

Plan Style:
- Country/Farmhouse
- Ranch

Special Features:
- Fireplace
- Patio
- Den/Library/Office
- Great Room
- Main Floor Master Bedroom

Designer: Lifestyle Homedesign Services
(All plans can be built with your choice of foundation and framing. A generic conversion diagram is available.)
BLUEPRINT PRICE CODE: A





The charm of yesteryear's front porch is brought into contemporary focus with a unique sun porch/breakfast room.

This stylish home offers other dramatic spaces, including a large vaulted living and dining room combination. From the entryway, you can view the massive corner fireplace, the rear deck through sliding glass doors, and the railed stairway to the basement.

The master bedroom is also vaulted and comes with its own deck access. Double walk-in closets and a private bath with plantshelf and windows above the tub are other extras.

Also included in the plan is a second bedroom or den, an additional bath and a convenient laundry facility.

| | |
|---|---|
| Bedrooms: 1.5 | Baths: 2 Full |
| Living Area: | |
| Floors | 1 |
| Main floor | 1421 sq. ft. |
| Other floors | 0 sq. ft. |
| Total Living Area | 1421 sq. ft. |
| Standard basement | 1421 sq. ft. |
| Footprint: | |
| Width | 43 ft. |
| Depth | 57 ft. |
| Exterior Wall Framing: | 2x4 |

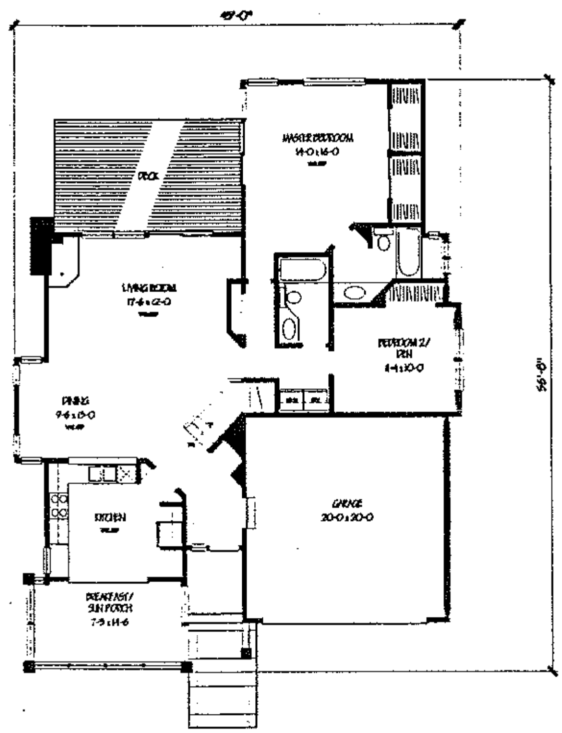
Foundation Options:
- Full Basement

Plan Category:
- Traditional
- Transitional

Plan Style:
- Ranch

Special Features:
- Fireplace
- Deck
- Den/Library/Office
- Main Floor Master Bedroom

Designer: Lifestyle Homedesign Services
(All plans can be built with your choice of foundation and framing. A generic conversion diagram is available.)
BLUEPRINT PRICE CODE: A



Compact and affordable, this home is designed for today's young families.

The Great Room features corner windows, an impressive fireplace and a 12-ft.-high vaulted ceiling.

The kitchen/dining room combination offers space for two people to share food preparation and clean-up chores.

The master suite is impressive for a home of this size, and includes a cozy window seat, a large walk-in closet and a private bath.

Another full bath serves the remainder of the main floor. The optional third bedroom could be used as a den or as an expanded dining area.

Bedrooms: 2.5 Baths: 2 Full

| | |
|---|---|
| Living Area: | |
| Floors | 1 |
| Main floor | 1016 sq. ft. |
| Other floors | 0 sq. ft. |
| Total Living Area | 1016 sq. ft. |
| Standard basement | 0 sq. ft. |
| Footprint: | |
| Width | 36 ft. |
| Depth | 30 ft. |
| Exterior Wall Framing: | 2x4 |

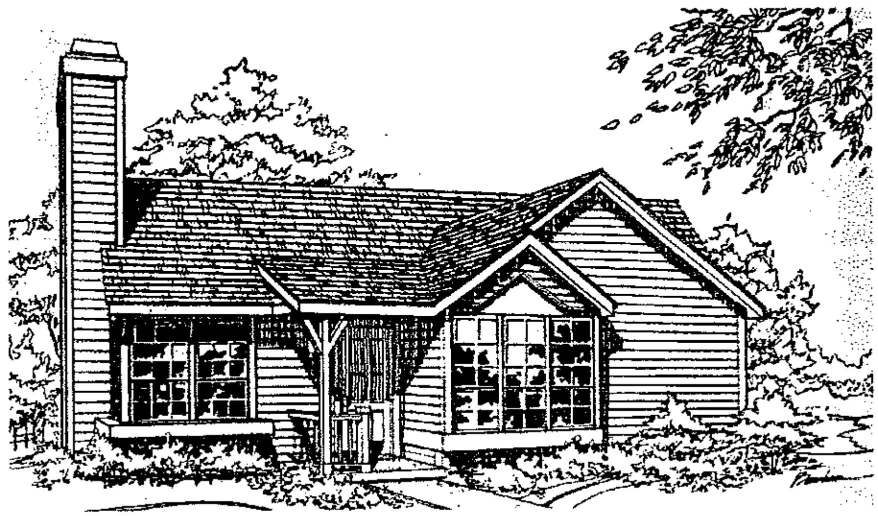
Foundation Options:
- Slab

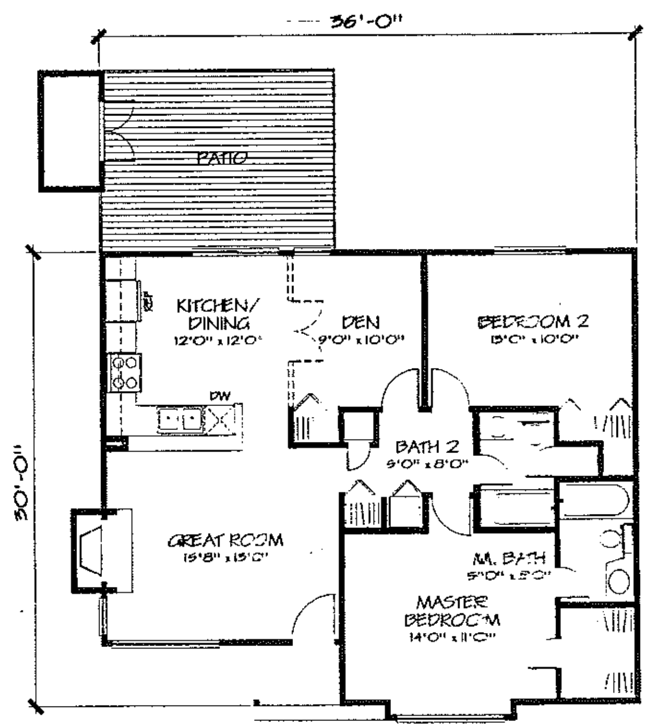
Plan Category:
- Contemporary
- Traditional
- Transitional

Plan Style:
- Cost Effective

Special Features:
- Fireplace
- Deck
- Den/Library/Office
- Great Room
- Main Floor Master Bedroom

Designer: Lifestyle Homedesign Services
(All plans can be built with your choice of foundation and framing. A generic conversion diagram is available.)
BLUEPRINT PRICE CODE: A





Affordability along with many amenities make this a winning one-story design.

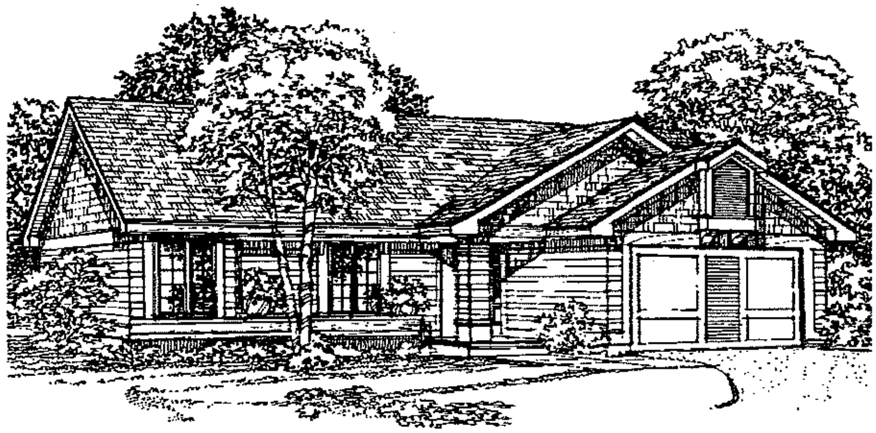
Wood shingles complement the gabled roofline, a column graces the covered front entry and a charming planter accents the paned-glass front windows.

The interior gets off to a great start with a vaulted entry. A boxed wood beam spans the opening to the living room, which has a 13-ft. vaulted ceiling, a corner fireplace and sliding glass doors opening to a lovely patio.

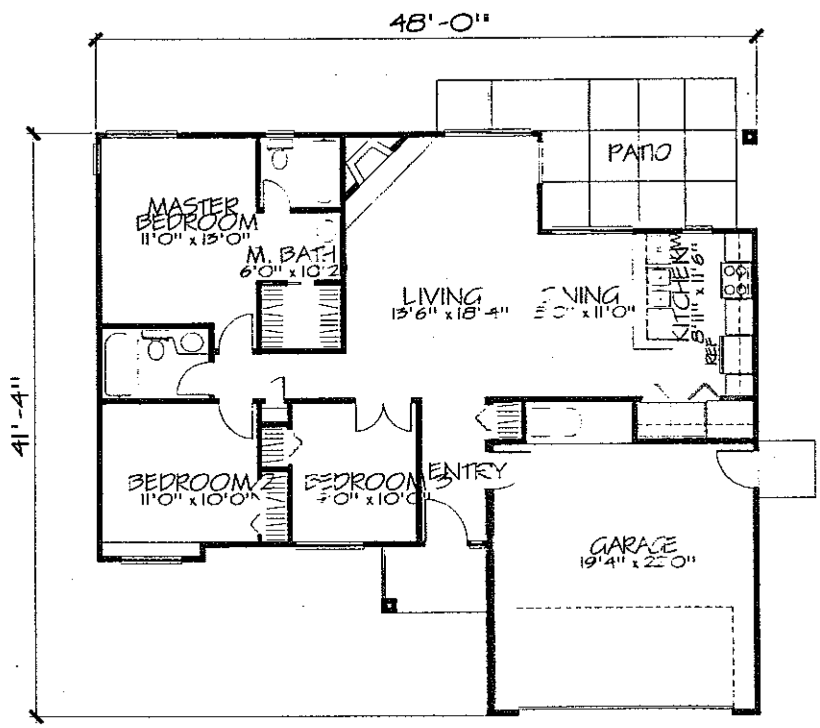
The dining room also enjoys a 13-ft. vaulted ceiling and sliding doors. The vaulted kitchen features a snack counter with an overhead plant shelf facing the dining room. A handy laundry area is concealed behind double doors.

The sizable master suite boasts corner windows and a compartmentalized bath with a walk-in closet.

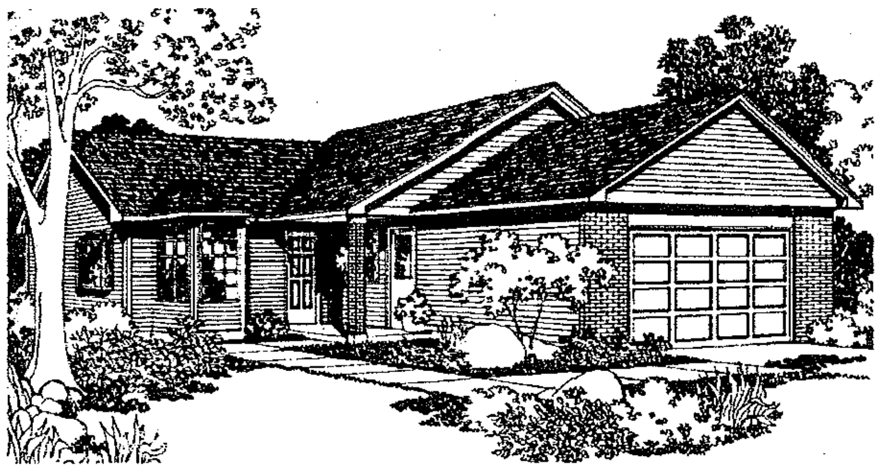
The second bedroom has easy access to a hall bath. Double doors topped by a plant shelf open to the den or third bedroom.



Bedrooms: 2.5 Baths: 2 Full
Living Area:
Floors 1
Main floor 1159 sq. ft.
Other floors 0 sq. ft.
Total Living Area 1159 sq. ft.
Standard basement 0 sq. ft.
Footprint:
Width 48 ft.
Depth 42 ft.
Exterior Wall Framing: 2x4
Foundation Options:
Slab
Plan Category:
Traditional
Transitional
Plan Style:
Ranch
Special Features:
Fireplace
Patio
Den/Library/Office
Main Floor Master Bedroom
Designer: Lifestyle Homedesign Services
(All plans can be built with your choice of foundation and framing. A generic conversion diagram is available.)
BLUEPRINT PRICE CODE: A



An excellent design for a young family or an empty-nest couple.



This design is an economical, affordable size, but includes the amenities today's homeowners are looking for.

The large country-style kitchen includes a sunny breakfast nook, garden window over the sink and a pantry.

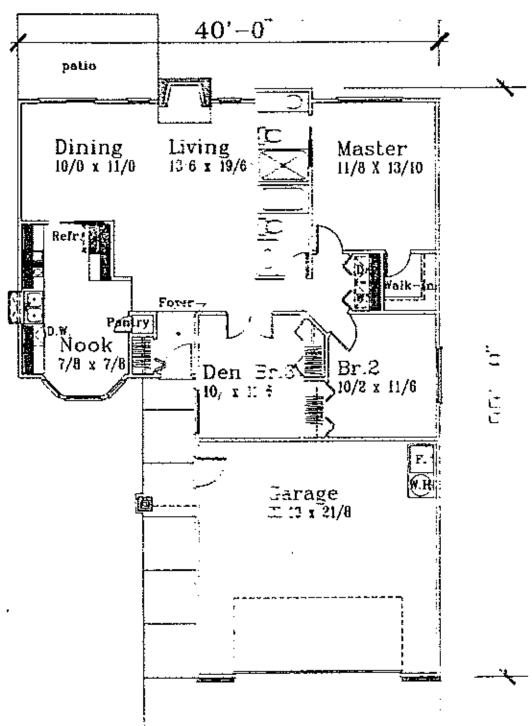
The master bedroom includes a private bath and large walk-in closet.

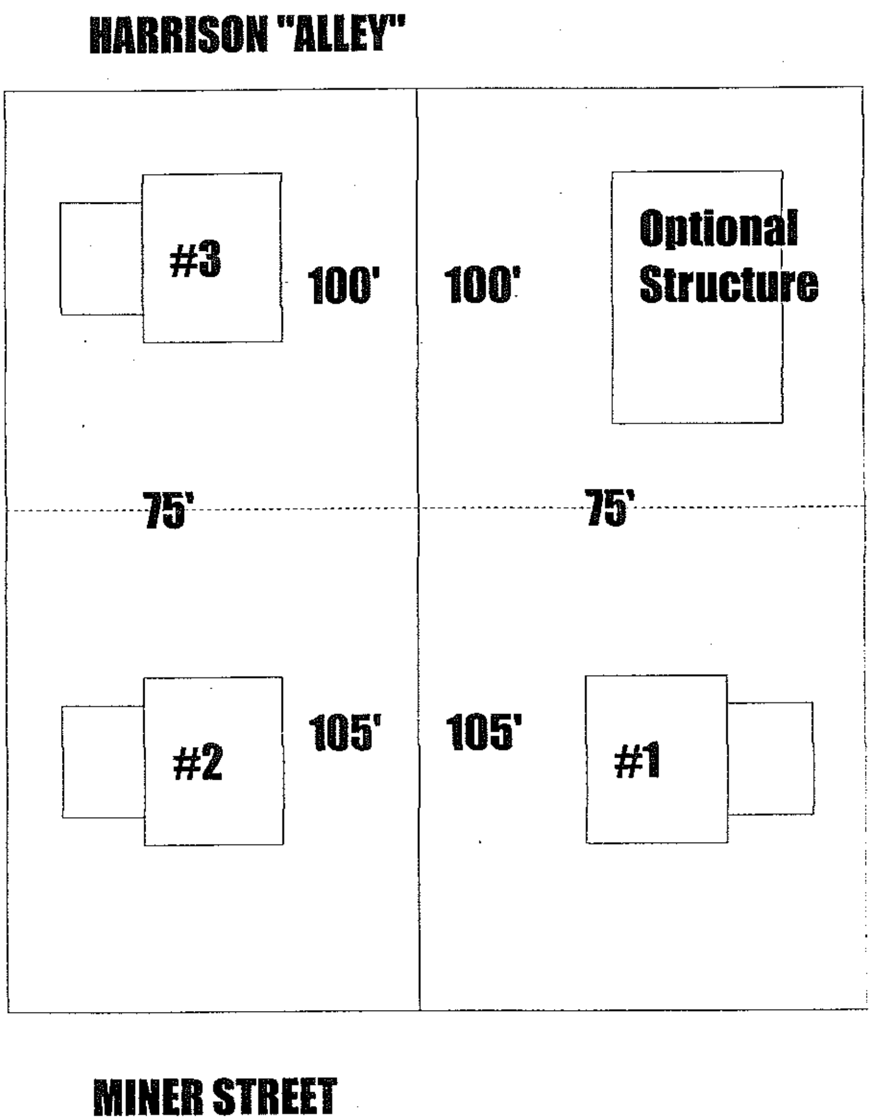
Living and dining rooms flow together to make an impressive open space for family gatherings or entertaining.

Optional third bedroom would make a convenient home office.

| | |
|---|---|
| Bedrooms: 2.5 | Baths: 2 Full |
| Living Area: | |
| Floors | 1 |
| Main floor | 1199 sq. ft. |
| Other floors | 0 sq. ft. |
| Total Living Area | 1199 sq. ft. |
| Standard basement | 0 sq. ft. |
| Footprint: | |
| Width | 40 ft. |
| Depth | 55 ft. |
| Exterior Wall Framing: | 2x6 |
| Foundation Options: | |
| Crawlspace | |
| Plan Category: | |
| Contemporary | |
| Traditional | |
| Plan Style: | |
| Ranch | |
| Special Features: | |
| Fireplace | |
| Patio | |
| Main Floor Master Bedroom | |

Designer: Columbia Design Group
(All plans can be built with your choice of foundation and framing. A generic conversion diagram is available.)
BLUEPRINT PRICE CODE: A






**Unit #3 and optional structure is an alternative to doing just two single family homes.**

**Plan still meets the requirement "buildable lots".**

**QUIT-CLAIM DEED**
**(CORRECTED)**

KNOW ALL MEN BY THESE PRESENT that the CITY OF MUSKEGON, a municipal corporation, of 933 Terrace Street, Muskegon, MI 49440,

QUIT CLAIMS to Bill Ingalls, II, a married man, of 110 John Avenue, Muskegon, MI 49442,

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

Lot 2, except the South 59.25 feet thereof,
also except the West 15 feet of the North 205 feet thereof,
Block 676 of the Revised Plat of 1903;

for the sum of Fifteen Thousand Five Hundred ($15,500) Dollars.

PROVIDED, HOWEVER, Grantee, or his assigns, shall commence construction of two homes 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 to the City of Muskegon free and clear of any claim of Grantee or his 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 his 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.

This deed is subject to a covenant by the Grantee and all persons claiming under and after Grantee that no more than two residences shall be constructed on the property, which shall be divided into two lots fronting on Miner Street only. This covenant runs with the land. Violation of this restriction shall result in reversion of title to the Grantor.

In the event of reversion of title of the above described premises, 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).

This deed is given to correct a certain Quit-Claim Deed recorded at Liber _________, Page _________, which was intended by the parties to contain the above covenants.

Dated this _______ day of _________________, 2001.

Signed in the presence of:

Linda Potter
Linda Potter

Jo Ann Krukowski
Jo Ann Krukowski

CITY OF MUSKEGON, a municipal corporation

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

and Gail A. Kundinger
Gail A. Kundinger, Its Clerk

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STATE OF MICHIGAN
COUNTY OF MUSKEGON

The foregoing instrument was acknowledged before me this 21st day of June, 2001, by FRED J. NIELSEN and GAIL A. KUNDINGER, Mayor and Clerk, respectively, of the CITY OF MUSKEGON, a municipal corporation, on behalf of the City.

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

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

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

## 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 **Bill Ingalls II.**, a married man, of **110 John Ave,** Muskegon, MI 49442

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

**Lot 2, except the South 59.25 feet thereof, also except the West 15 feet of the North 205 feet thereof, Block 676 of the Revised Plat of 1903**

for the sum of Fifteen thousand five hundred **($15,500.00)** Dollars.

PROVIDED, HOWEVER, Grantee, or her assigns, shall commence construction of two homes 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 30th day of May 2000

Signed in the presence of:

Linda Potter
Linda Potter

JoAnn Krukowski
JO Ann Krukowski

CITY OF MUSKEGON

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

and Gail A. Kundinger
Gail A. Kundinger, Its Clerk

STATE OF MICHIGAN
COUNTY OF MUSKEGON

The foregoing instrument was acknowledged before me this 30th 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 S. Potter
Linda S. Potter
Notary Public, Muskegon County, Michigan
My commission expires: 9-25-02

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

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

Date: June 12, 2001
Escrow Number: 415252

'roperty Address: 2429 Harrison
Muskegon, Michigan 49444

| SELLER'S STATEMENT | DEBIT | CREDIT |
|---|---|---|
| Purchase Price | $ | $ 15,500.00 |
| EXISTING LOAN | | |
| Deposit of earnest money | | |
| CLOSING FEES | 150.00 | |
| OWNERS PREMIUM | 190.00 | |
| Real Estate Commission | | |
| Sub Total | $ 340.00 | $ 15,500.00 |
| Amount due Seller | $ 15,160.00 | |
| TOTALS | $ 15,500.00 | $ 15,500.00 |

**************************************************************************************************************************

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

Lonna J. Anguilm, Assistant Planner

REAL ESTATE PURCHASE AGREEMENT

THIS AGREEMENT is made **May 9, 2000** by and between the CITY OF MUSKEGON , a municipal corporation, with offices at 933 Terrace Street, Muskegon, Michigan 49440 ("Seller"), and **Bill Ingalls II** ("Buyer"), of **110 John Avenue, Muskegon, MI 49441**.

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:

***Lot 2, Except the South 59.25 feet thereof, also except the West 15 feet of the North 205 feet thereof, Block 676 of the Revised Plat of 1903***

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 five hundred** Dollars **($15,500)**, 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, convenants 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 Porter

Shawn T. Hull
Shawn T. Hull

Timothy H. Josephson

SELLER: CITY OF MUSKEGON

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

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

BUYER: **Bill Ingalls II**

By: Bill Ingalls II

It's: ____________________

Social Security No. 379-84 8797

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

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

## ADDENDUM TO PURCHASE AGREEMENT

The parties agree to this Addendum to Purchase Agreement of May 9, 2000, to clarify the conditions under which the purchase is made, and to deal with marketable title issues.

1. The Real Estate Purchase Agreement is amended to restate and amend paragraph four (4):

> 4. **Title Insurance; Title Defects.** Seller agrees to deliver to Buyer's attorney or the Buyer, 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 and neither party shall have any further obligation. The premium for the owners title policy shall be paid by Seller.

2. It came to the attention of the city, after the Purchase Agreement was signed that the premises was used as a greenhouse and there is a probability, unknown to the city, that the greenhouse or other prior activity or operation could have resulted in pollution of the soils or ground\water. Buyer is, therefore, advised to obtain an environmental review to see if the property is a facility as defined by statute; and, if it is, to have a Baseline Environmental Assessment performed by a professional, to be performed within forty-five (45) days of the closing and timely filed with the Michigan Department of Environmental Quality.

3. The deed from the city shall contain and be subject to the restriction that no more than two residences shall be constructed on the property, which shall be divided into two lots fronting on Miner Street only. The restriction shall run with the land, and the deed shall so state.

SELLER: CITY OF MUSKEGON

Dated: July 25, 2000

By Fred J. Nielsen
Fred J. Nielsen, Mayor

By Gail A. Kundinger
Gail A. Kundinger, Clerk

BUYER: BILL INGALLS, II

Dated: 7-28-00, 2000

Bill Ingalls II
Bill Ingalls, II
(S.S. No. 379 -84-8797)

SURVEY WAIVER

Date: June 12, 2001

RE: 415252

To: TRANSNATION TITLE INSURANCE CO
570 SEMINOLE ROAD, SUITE 102
MUSKEGON MI 49444

Property Address:
2429 Harrison
Muskegon, Michigan 49444
County: Muskegon

We, the undersigned, purchasers and sellers, of the above captioned property, acknowledge we have been strongly advised by you to obtain a land survey showing the dimensions of the property and the location of all buildings situated thereon.

We have decided, completely of our own volition, not to obtain a survey and wish to complete the transaction without the recommended survey.

We hereby release TRANSNATION TITLE INSURANCE CO, its employees and/or agents, from any responsibility and/or liability concerning or pertaining to survey matters, including, but not limited to size of lot or land, location of boundary line, location of building and encroachments.

PURCHASER(S):

Bill Ingalls, II

SELLER(S):

City of Muskegon

BY Lonna J. Anguilm, Assistant Planner

MUSKEGON REAL ESTATE BOARD
ADDENDUM TO BUY and SELL AGREEMENT

Date: June 12, 2001,

Office of Phone REALTOR, MUSKEGON, MI

1. Addendum to Buy Sell Agreement dated covering property at 2429 Harrison, Muskegon, Michigan 49444 and legally described as:

   Lot 2, except the South 59.25 feet thereof, also except the West 15 feet of the North 205 feet thereof, Block 676 of the Revised Plat (of 1903) of the City of Muskegon, as recorded in Liber 3 of Plats, Page 71, Muskegon County Records.

2. This Addendum to be an integral part of attached Buy and Sell Agreement, which is amended as follows:

   The legal should should read as stated above. Extend the date of closing to be June 12, 2001. City is to pay closing fee to Transnation Title.

3. RECEIPT IS ACKNOWLEDGED BY BUYER of a copy of this Agreement.

Kimberly S Dunnell
Witness

Bill Ingalls II
Bill Ingalls, II

4. RECEIPT IS ACKNOWLEDGED BY SELLER of a copy of this Agreement.

Kimberly S Dunnell
Witness

City of Muskegon

BY Lonna J. Anguilm
Lonna J. Anguilm, Assistant Planner

AFFIDAVIT OF TITLE

STATE OF MICHIGAN } SS Title Commitment # 415252

COUNTY OF Muskegon }

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:

2429 Harrison
Muskegon, Michigan 49444

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 bona fide 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, mortgage deficiencies, etc. shall be immediately paid by affiant(s) as soon as informed of such.

Seller(s):

City of Muskegon

BY Lonna J. Anguilm
Lonna J. Anguilm, Assistant Planner

Subscribed and sworn to, before me a Notary Public, this 12th day of June, 2001

Kimberly S Durnell

Notary Public ________________ County

My Commission Expires: ____________

KIMBERLY S. DURNELL
Notary Public, Muskegon County, MI

## ADDENDUM TO PURCHASE AGREEMENT

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> 4. **Title Insurance; Title Defects.** Seller agrees to deliver to Buyer's attorney or the Buyer, 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 and neither party shall have any further obligation. The premium for the owners title policy shall be paid by Seller.

2. It came to the attention of the city, after the Purchase Agreement was signed that the premises was used as a greenhouse and there is a probability, unknown to the city, that the greenhouse or other prior activity or operation could have resulted in pollution of the soils or ground\water. Buyer is, therefore, advised to obtain an environmental review to see if the property is a facility as defined by statute; and, if it is, to have a Baseline Environmental Assessment performed by a professional, to be performed within forty-five (45) days of the closing and timely filed with the Michigan Department of Environmental Quality.

3. The deed from the city shall contain and be subject to the restriction that no more than two residences shall be constructed on the property, which shall be divided into two lots fronting on Miner Street only. The restriction shall run with the land, and the deed shall so state.

SELLER: CITY OF MUSKEGON

Dated: July 25, 2000

By Fred J. Nielsen
Fred J. Nielsen, Mayor

By Gail A. Kundinger
Gail A. Kundinger, Clerk

BUYER: BILL INGALLS, II

Dated: 7-28-00, 2000

Bill Ingalls II
Bill Ingalls, II
(S.S. No. 379 -84-8797)

G:\COMMON\5\GTJ\C-RLEST\HARRISON.ADN

**Date:** May 1, 2000

**To:** Honorable Mayor and City Commission

**From:** Department of Public Works

**Re:** Additional Solid Waste Services

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## SUMMARY OF REQUEST:

The Staff has been negotiating with Sunset Waste to offer additional solid waste services.

1. Full season yard waste pick up of at the curb on household garbage days.
2. Eliminate Saturday morning drop-offs.
3. Establish an 18¢ per household credit per month towards recycling fees (10% discount).
4. Continue current limitation of $1.00 per year maximum landfill charge increase.
5. The addition of corrugated cardboard to the recycling stream.
6. Increase yard waste handling fee to $10.00 from $5.00.
7. A three-year contract extension from March 2002 to February 2005.

## FINANCIAL IMPACT:

| | | | |
|---|---|---|---|
| 1. | Year-around curbside pick up - | | No cost |
| 2. | Eliminate Saturday drop-offs - | Savings | $54,718/year |
| 3. | Recycling credit - | Savings | $28,872/year |
| 4. | Tipping fee savings - | | Varies |
| 5. | Yard waste handling | Increase | $26,000-$50,000 (Assumes an increase in volumes due to convenience.) |
| 6. | Add corrugated cardboard to recyclings | | No cost |

## BUDGET ACTION REQUIRED:

See the above. Additions would yield a net savings of $32,000-$57,000 credit to the Solid Waste Budget per year.

## STAFF RECOMMENDATION:

The Staff recommends approval.

## COMMITTEE RECOMMENDATION

# MEMORANDUM

TO: Bryon Mazade, City Manager
City Commission

FROM: Robert H. Kuhn, Director of Public Works

DATE: May 2, 2000

RE: Additional Solid Waste Services

## HISTORICAL

Prior to 1974, the City of Muskegon collected solid waste in-house, including the operation and maintenance of its own vehicles. Around 1975, the City of Muskegon privatized this operation. Waste Management was the low bidder and took over the garbage collection and took possession of the City's garbage packers. During that period of time, the City had a policy that anything that was brought to the curb was picked up. This included yard waste, garbage, and even hazardous-type wastes.

In the mid '80s, the City experienced a tremendous increase in residential solid waste volumes. As tipping fees throughout the area increased, the City became aware that many landlords were bringing solid wastes in from other properties and putting them out for disposal in front of their Muskegon properties. We witnessed people coming to work within the City of Muskegon from outer areas and placing their garbage on the curb near their places of employment. At that time, the only source of funding for solid waste services was the three-mil levy on assessed property values.

City Staff began developing new policies and procedures and worked very closely with Waste Management and White Lake Landco in developing specifications and requirements. Those two vendors provided valuable service and insight in the setting up of our specifications. In 1990, the City sought proposals based on the new contract. It was an innovative and unique refuse collection program. Research had indicated that 'pay as you go' programs worked very well in reducing solid waste volumes and costs.

The City of Muskegon developed a hybrid program where individuals who generate larger amounts of waste would have to pay more. For over a year, various members of the community utilized and tried a cart system of various sizes to come up with the ideal system. As a result of that study the City provided a 65-gallon cart for each residence. In addition, the City started a curbside recycling program. The State Legislature initiated a bill prohibiting yard waste from landfills. This necessitated an entirely separate yard waste collection system. The City of Muskegon provided a spring collection of yard waste (2 weeks) and a fall collection (6-8 weeks) of leaves and yard waste as well as a Christmas tree collection program. They later introduced Saturday morning yard waste drop-offs and neighborhood association dumpster days.

The cart system provided a financial incentive to recycle. Any garbage that did not fit within the container necessitated the purchase of a sticker at $1.25 each. The individuals and households who recycled, therefore, had more room in their cart and did not have to purchase stickers. The City initially billed each resident $6.00 per month for these services. This fee was eliminated by the City Income Tax. The City provided mechanisms for those with physical limitations and smaller carts for those who did not need a 65-gallon cart.

The City's volume-based system resulted in a significant decrease in the amount of garbage collected and landfilled. The City no longer witnessed an entire terrace filled with garbage and furniture as landlords evicted tenants. Animal attacks on plastic bags no longer resulted in garbage being strewed all over the street.

The City of Muskegon's cart system has accomplished many goals. The total volume per household has decreased. All these programs were initiated, coordinated, and financed by the City of Muskegon; no other local community provides so many options for its residents.

## THE LAIDLAW/SUNSET WASTE ERA

Bids received in late 1990 from four vendors—Laidlaw, Waste Management, White Lake Landco, and BFI. Although Waste Management and White Lake Landco participated in the contract development process, neither was low bidder. Laidlaw (now known as Sunset Waste) was the low bidder at $1,357,440 for the garbage collection, and with recycling included, the bid came to $1,730,400. The initial contract price called for $8.08 per household per month for garbage collection and $2.22 per month for weekly recycling. The difference between the low bid and the second low bid for basic service was about 60¢ per household per month. A five-year contract was awarded to Laidlaw in 1991.

Once the program was initiated, it was much more successful than anyone anticipated. The 1992 volumes of garbage collected was less than 40% of the peak year collection of 1988. Overall, we saw about a 50% decrease in the total volumes collected. This was an amazing statistic that no one had predicted. We could only assume that the amount of garbage being imported to the city at that time was much greater than we had initially had thought. In 1993, the City negotiated with Sunset Waste a significant cost reduction, amounting to approximately $2.00 per household per month. A three-year extension was granted (until February 1999).

In 1994, additional price reductions were granted for reduced recycling collection, and an additional three-year extension was granted (until February 2002). In 1998, an additional price reduction was granted for landfill costs being reduced from $24 per ton to $18 per ton.

Sunset Waste and the City of Muskegon recently negotiated so that now the recycling is picked up every other week rather than twice a month. (2 additional pick ups per year)

## CURRENT PROPOSAL

The City of Muskegon and Sunset Waste have been negotiating an attempt to bring additional services and additional savings to the City as an attempt to assist the General Fund-impacted programs.

1. Sunset Waste will begin immediately to pick up yard waste at the curb year-round. In the past, we have had a pick up for two weeks in the spring and six weeks in the fall. Having yard waste picked up at the curb is a significant increase in level of service. Many households have subscribed to a subscription service where they have paid as much as $42 per year for this service. In addition, the City would be able to eliminate the Saturday morning drop-offs, which at times have been difficult to coordinate and requires our citizens to load and carry yard waste in their vehicles.

2. Sunset Waste has proposed an 18¢ per household credit per month towards current recycling fees. This amounts to a 10% discount.

3. As negotiated during the last contract extension, Sunset Waste has agreed to continue the current limitation of a $1.00 per year maximum landfill charge increase. If the City's solid volumes increase beyond a benchmark figure, we pay Sunset Waste the additional landfill charges for everything above the benchmark. However, they can never charge more than the County of Muskegon landfill. If the County landfill should raise its fees, Sunset cannot raise its fee more than $1.00 per year. The County has raised its fee from $18 to $20 per ton. It intends to go to $26 per ton next year. Sunset Waste will be limited to $19 per ton in 2000. Re-bidding the current contract would cause us to lose this limitation.

4. Sunset Waste has agreed to add in corrugated cardboard to the recycling stream.

## CONTRACT EXTENSION

In return for projected savings to the City of Muskegon of $32,000-$57,000 per year, Sunset Waste has requested a three-year contract extension. This allows them to purchase the new equipment to proved a higher level of service. The proposed contract extension would extend our current contract from March 2002 to February 2005. The Staff is requesting approval of this extension for the following reasons:

1. There is no assurance that re-bidding this contract will guarantee a cost savings. On a number of occasions over the last few years we have re-bid projects due to lack of bidders, often resulting in an increased cost.

2. If we were to re-bid this contract, we would lose the financial benefit of our lock-in tipping fee increase of a maximum of $1.00 per year.

3. Many of the bidders have disappeared. White Lake Landco and BFI have been purchased by Allied Waste and is now a subsidiary of our current vendor, Sunset Waste. Many of the other local small haulers have been absorbed. The only current competitor of any significance who could handle our contract would be Waste Management of Holland. Its landfill is even a farther hauling distance than Sunset Waste's.

4. Sunset Waste, on many occasions, has rallied to assist the City in meeting obligations and expanding services. Sunset has voluntarily increased the level of recycling at no cost as well as the current proposal to extend yard waste service at the curb. This cooperative relationship has done much to keep the City's costs very manageable, while at the same time providing more services than any other community in the area. Many local communities provide no garbage service whatsoever to their citizens, yet that fact is not always mentioned when one compares tax rates.

Per Commissioner Aslakson's request, the following Waste Management's recent bids were evaluated:

W = Weekly
EOW = Every Other Week
Y = Yes
N = No

## Total Contracts

| Vendor | City | Trash Weekly | With Cart | Recycling | Yard Waste | Cost |
|---|---|---|---|---|---|---|
| Sunset Waste | Muskegon | Y | Y | EOW | Y | $9.18 |
| Waste Management | Big Rapids | Y | N | EOW | Y | $9.48 |
| Waste Management | Holland | Y | Y | EOW | N | $10.49 |
| Waste Management | Greenville | Y | N | W | N | $9.34 + $18,500/year |

## Recycling

| | | | |
|---|---|---|---|
| Sunset Waste | (Muskegon) | EOW | $1.60 per month |
| Sunset Waste | (Muskegon Twp.) | EOW | $2.06 per month |

## Yard Waste Subscription Services

Sunset Waste
- $9.00 per month with cart
- $7.00 per month without cart

Waste Management
- $12.00 per month with cart
- $21.60 per month with 100 gallon cart

## Subscription Services (Single Household)

| | | |
|---|---|---|
| Sunset Waste | (Spring Lake Twp.) | $14.00 per month for weekly trash and recycling |
| Waste Management | (Spring Lake Twp.) | $17.90 per month with cart<br>$4.48 per month for recycling |

**Commission Meeting Date: May 9, 2000**

| | |
|---|---|
| **Date:** | **May 1, 2000** |
| **To:** | **Honorable Mayor and City Commissioners** |
| **From:** | **Planning & Economic Development** |
| **RE:** | **Industrial Facilities Tax Abatement Policy** |

---

SUMMARY OF REQUEST:

To approve the attached industrial facilities tax abatement policy and guidelines.

FINANCIAL IMPACT:

None

BUDGET ACTION REQUIRED:

None

STAFF RECOMMENDATION:

Approval of the policy.

COMMITTEE RECOMMENDATION:

The Legislative and Policy Committee unanimously recommended approval of the policy at their regular quarterly meeting on April 26,2000.

POLICY NO. 2000-53(d)

# CITY OF MUSKEGON
# INDUSTRIAL FACILITIES TAX EXEMPTIONS
# ACT 198 of 1974

## 1.0 STRATEGIC PLANNING PROCESS

The City Commission, in May 2000, determined that the following policy is necessary to replace the former Industrial Facilities Exemption Policy of 1990 for the following reasons:

- Significant amendments have been made to the enabling legislation (P.A. 198 of 1974)
- Necessity to Compete in a Global Economy
- To Encourage the Diversification and Technological Advancement of the Local Economy

This policy of the City of Muskegon continues to be endorsed by the City Commission as a result of the identification of specific goals and objectives through a Strategic Planning Process conducted by the City Commission and Administration in February 1990.

## 2.0 PURPOSE

The Muskegon City Commission is a strong advocate of economic development activities, programs, and structures designed to create and promote employment opportunities and expand the local tax base through the retention, rehabilitation, and expansion of existing businesses and industries, the expansion and/or retention of employment opportunities for all, with particular attention to opportunities for women, minorities, and the disadvantaged. The purpose of this policy has been expanded to encourage the diversification of the local economy and the creation, retention, or attraction of technology sector employment. The City Commission believes that it should be an active participant and a leader where appropriate in the economic development of the City.

The City of Muskegon supports the establishment of policies, programs, and facilities, permitted by law, which will carry out this policy. For the City to accomplish these purposes in an orderly fashion, it must be assured that the use of tax abatements is judicious, fair, and responsibly accomplished. The City adopts this policy, not only to encourage the use of tax abatements, but to articulate the reasonable expectations of performance by those directly benefiting from the policy.

## 3.0 POLICY

A. It is the policy of the City of Muskegon to provide tax abatements to qualifying applicants under certain State laws. The policy will increase the tax base of the community, attract new business, housing and industry, and will result in the expansion, modernization, and rehabilitation of existing businesses, industrial facilities and housing.

B. Multiple abatements by the same applicant are permitted, if authorized by State law, based upon previous performance and compliance with projections and conditions of previous applications. Specific monitoring techniques will be employed which analyze the results of the tax abatement program overall and specifically of each applicant on an annual basis. An annual performance report will be prepared for review by the Commission to determine the need for amendment to this policy.

C. It is the intent of the City of Muskegon that each application be reviewed against this policy, procedures and the annual reports to determine on a case-by-case basis that the application meets the goals and objectives of the City.

### *3.1 Tax Abatement Criteria*

The criteria to be considered by the City Commission in approval of applications, including applications for the establishment of districts, as well as the issuance of certificates, are the following:

1. Compliance with the tax abatement policy as adopted by the City Commission.
2. Increased employment and tax base of the project.
3. The compliance of the petitioner in meeting previous tax abatement investment and employment goals and investment projections.
4. Requirements for additional public safety services.
5. Impacts on water supply systems, sanitary and storm sewer systems.
6. Impacts on air and water quality, solid waste generation, or reduction.

7. Nuisance consideration such as dust, noise, glare, or vibration emissions.

8. Use of Muskegon County and more specifically City of Muskegon labor or contractors, especially those that are minority or female owned and operated.

9. Impacts on public right of way and general circulation patterns.

10. Potential for general site aesthetics considerations such as paving, parking areas, increases in landscaping ground vegetation, and signage improvements.

11. History of the applicant in payment of taxes, water bills, or any other obligations to the City. "Applicant," for this purpose, shall include any entity controlled by the principal officers or owners of the entity signing the present application. The City shall not issue a certificate or approve a district in cases where the "applicant" as here defined, is delinquent in any tax, water bill, or obligation to the City.

12. The location of the proposed improvements and whether the general area is or was characterized by obsolete commercial or industrial property and a decline in commercial or industrial activity.

13. The size and extent of the capital outlay and its relative size to the existing value of the property.

14. The impact on property values in the general area of the project.

15. The extent of providing a service need or commercial or industrial activity currently not available in the market area.

16. The impact of the property improvement or tax abatement on competitors in the general area of the project and Citywide.

17. The project's capacity to diversify the local economic base and/or increase the technological capabilities of the applicant.

18. The extent to which the project can be serviced by existing streets, utilities, police, fire, and other municipal operations.

20. The consistency of the project with adopted codes, ordinances and plans.

21. Performance in fulfilling construction and employment estimates as stated in previous approved abatement applications.

22. Other considerations considered unique or of benefit to the community.

3.2 *Administration & Monitoring Procedures*

The City of Muskegon Planning & Economic Development Department shall be the administrator of the application process on tax abatements. Prior to presenting an application to the City Commission for approval the Planning & Economic Development Department, in conjunction with any other appropriate city departments, shall review all applications for compliance with this policy.

The Affirmative Action Department, in conjunction with the Planning & Economic Development Department, shall be responsible for the monitoring of approved applications for conformance with this policy.

For each approved application, the company receiving the abatement shall submit annual monitoring reports. These reports will include the following information:

- New Jobs Created
- Workforce Breakdown (by race and gender)
- Capital Investment Expended
- Status of any Other Requirements Set Forth by the City Commission

The City of Muskegon shall provide the report forms to the company in the month of November for year-end calculations.

The Planning & Economic Development and Affirmative Action Departments shall provide an annual report on the status of active tax abatements to the City Commission in February of the following year. (i.e. 2000 annual report shall be submitted in February of 2001).

*3.3* *Application Procedures*

The following procedures are intended to implement the foregoing policy and provide complete applications upon which to base a decision for approval or denial. It is intended that the administration of this procedure and the application process be efficient and flexible so as to meet the applicant's needs while complying with the policy as adopted.

1. Applications

a. Application forms (Exhibit A) provided by the City shall be filled out completely and additional required documents shall be attached when submitted to the City Clerk.

b. All fees shall be paid with the application. The Clerk will not process any application without the payment of all required fees.

2. Processing of Applications; Schedule. The application will be processed on the following schedule.

a. Properly completed application for tax abatement will be submitted to the City Clerk. Copies will be forwarded to the Planning & Economic Development Department and other appropriate person(s).

b. Construction site plan submitted (if applicable).

c. Meeting scheduled with applicant to go over application, missing items, affirmative action plan, etc.

d. A public hearing may (if required) be scheduled and resolution drafted to approve a district or certificate.

e. A public hearing notice prepared by Planning & Economic Development staff for publication and forwarded to the City Clerk for publication in the Muskegon Chronicle (if applicable).

f. Certified mailing to property owners and taxing authorities with notification of application and public hearing date prepared and executed (if applicable). Notice will be given to all of the following:
- Property Owner
- Business Owner (if other than property owner)
- Muskegon School District or Orchard View School District (whichever is applicable)
- Muskegon Community College
- Muskegon Area Intermediate School District
- City of Muskegon Assessor's office
- County of Muskegon

g. Time requirements set forth in any applicable statute or regulation shall be observed.

h. After approval by City Commission, the City Clerk will review the application and attachments for completeness, then sign the application and send copies to the appropriate persons. A copy of the completed application will be forwarded to the business owner and the original application to the appropriate State Agency.

*3.4 Establishing Industrial Development Districts & Approving Industrial Facilities Exemption Certificates*

The City Commission will approve the establishment of an Industrial Development District only after the terms of the abatement are finalized and the Contract for Tax Abatement is executed. The resolution creating the Industrial Development District will note all terms and conditions to be met by both the applicant and the community, if any. The District shall be approved by resolution of the City Commission to include the boundaries of the district.

A Certificate for Industrial Facilities Exemption shall be approved only after the creation of the Industrial Development District. The Certificate shall be approved by resolution of the City Commission to include the boundaries of the Industrial Development District, the length of the abatement (length may differ between personal and real property), and any conditions the City Commission deems appropriate for the issuance of the Certificate.

Upon expiration of any tax abatement, the Industrial Development District created for the purpose of granting said abatement shall be immediately revoked.

3.5 *Filing and Compliance Monitoring Fee*

The filing and monitoring fee shall be paid by the applicant at the time the application is made. No applications shall be submitted to City Commission for approval prior to the payment of this fee. The fee may be equal to 2% of the abated taxes or $1,766 whichever is less.

CITY OF MUSKEGON
INDUSTRIAL TAX EXEMPTION GUIDELINES

The following guidelines are intended to provide direction for determining the length of all tax abatements as well as other potential components of a tax abatement such as employment composition and site/facility requirements. The City Commission reserves the right to adjust the length of any tax abatement or add or subtract any conditions placed on a tax abatement based upon other community benefits including but not limited to capital investment, jobs retained, wage/salary levels, and facility/site improvements.

*A.* *Duration of Abatements*

The following section represents the number of years to be granted for projects containing personal property and those containing real property. If an application contains both real and personal property the resolution approving the abatement may include separate lengths for both components.

*Standard Exemption:*

| | |
|---|---|
| Real Property | 12 Years |
| Personal Property | 6 Years |

*Employment/Investment Bonus:*

| | | | | |
|---|---|---|---|---|
| 5-9 Jobs | 1 Year | | $3 million | 1 Year |
| 10-19 Jobs | 2 Years | ***or*** | $5 million | 2 Years |
| 20+ Jobs | 3 Years | | $8 million | 3 Years |

*Diversification Bonus:*

| | |
|---|---|
| Diversification of Production | 9 Years |

The standard exemption will apply to all applications. Personal property abatement extensions may be obtained through exercising the potential bonuses available to the applicant (only personal property abatement may be extended through the bonus program). An abatement may receive a longer term through the creation of additional employment opportunities (see above).

A nine (9) year personal property exemption (total exemption of nine years not a nine year extension) may also be obtained if an applicant is diversifying production. A Diversification Bonus shall only be granted when a company installs new or modifies existing equipment or machinery for the purpose of manufacturing new products for an industry not currently served by the company. (For example, if Company X produces rocker arms for the automotive industry it cannot receive the

Diversification Bonus for any property related to the manufacturing of automobile parts. It may receive the bonus for machinery and/or equipment used for the production of goods for other industries such as, but not limited to, office furniture, aerospace, construction, etc.) A copy of a customer list and a signed affidavit from the company stating the intended use of the machinery and equipment listed in the application for the Diversification Bonus shall be required.

Employment and Diversification Bonuses may not be combined. That is, if a company receives a Diversification Bonus it cannot receive an Employment Bonus and vice versa.

*B.* *Site/Facility Requirements*

Any site or facility associated with a request for tax abatement shall be reviewed for conditions that may be determined to be detrimental to the safety, health and welfare of the community. If such conditions are determined to exist at the applicant's facilities/site, the applicant will be notified by the appropriate City department. Existing facility/site conditions shall be reviewed against the State of Michigan Certified Industrial Park industrial development standards.

The City shall utilize the Certified Industrial Park standards because they are widely accepted throughout the State of Michigan as representing responsible industrial development as well as providing a pleasant and desirable location in which to work and/or conduct business.

C. *Employment Requirements*

All tax abatement applicants are encouraged to have a labor force consisting of a representative percentage of minorities and females. All applicants will be required to submit a workforce breakdown to include the total number of employees along with the number of minority and female personnel. If, at the time of application, the company does not meet the above requirement, the company shall endeavor to create a workforce that is representative of the community's labor force.

The Company shall also agree to work with the City's Affirmative Action Director to market and publish notices regarding employment opportunities to underserved populations.

All new jobs promised at the time of application must be filled within two years and must be maintained over the life of the abatement.

Adopted this 9th day of May, 2000.

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

Nays: None

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

CERTIFICATION

policy
This resolution was adopted at a regular meeting of the City Commission, held on May 9, 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. Kundinger
Gail A. Kundinger, City Clerk

**Date:** **April 28, 2000**

**To:** **Honorable Mayor and City Commissioners**

**From:** **Neighborhood and Construction Services Department**

**RE:** **Concurrence with Housing Board of Appeals Finding of Facts and Order for 463 Houston**

---

SUMMARY OF REQUEST:

This is to request City Commission concurrence with the findings of the Housing Board of Appeals that the structure located at 463 Houston is unsafe, substandard and a public nuisance and that it be demolished within thirty (30) days.

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

FINANCIAL IMPACT:

The cost of demolition will be paid with budgeted CDBG funds.

BUDGET ACTION REQUIRED:

None

STAFF RECOMMENDATION:

A dangerous building inspection was conducted in December of 1999. This property is owned by Daniel Heller. A Notice and Order was sent out on 1/27/00. The case was discussed at the April 6, 2000 Housing Board of Appeals Meeting where the board determined the structures to be substandard, unsafe, a public nuisance and to Forward to the City Commission for Concurrence.

Attached are copies of the inspection report dated 1/24/00, the Notice and order dated 1/27/00, the Boards findings of fact and order dated 4/10/00, and the minutes of the April 6, 2000 meeting of the Housing Board of Appeals.

The estimated cost to repair is $15,000.00.

COMMITTEE RECOMMENDATION:

The Commission will consider this item at its meeting on May 9, 2000.

**DANGEROUS BUILDING INSPECTION**
**463 HOUSTON**
**1/24/2000**

**APARTMENT HOUSE**

1. Front apartment is completely stripped and in need of complete building, electrical and plumbing.

2. Broken out windows and ripped screens.

3. Damaged apartment entry doors.

4. Illegal use of extension cords supplying other apartments with electrical service.

5. Need electrical, plumbing, and mechanical certified safe.

6. Soffit on roof system is falling off.

7. Cornice of roof needs completion.

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

Henry G. Faltinowski Sr.    1/25/2000
HENRY FALTINOWSKI, BUILDING INSPECTOR    DATE

CONCURRED IN: Jerry McIntyre
JERRY MCINTYRE, BUILDING OFFICIAL

Affirmative Action
616/724-6703
FAX/724-6790

Assessor
616/724-6708
FAX/724-6768

Cemetery
616/724-6783
FAX/722-4188

Civil Service
616/724-6716
FAX/724-6790

Clerk
616/724-6705
FAX/724-4178

Comm. & Neigh. Services
616/724-6717
FAX/726-2501

Engineering
616/724-6707
FAX/724-6790

Finance
616/724-6713
FAX/724-6768

Fire Dept.
616/724-6792
FAX/724-6985

Income Tax
616/724-6770
FAX/724-6768

Info. Systems
616/724-6975
FAX/724-6768

Leisure Service
616/724-6704
FAX/724-6790

Manager's Office
616/724-6724
FAX/724-6790

Mayor's Office
616/724-6701
FAX/724-6790

Neigh. & Const. Services
616/724-6715
FAX/724-6790

Planning/Zoning
616/724-6702
FAX/724-6790

Police Dept.
616/724-6750
FAX/722-5140

Public Works
616/724-4100
FAX/722-4188

Treasurer
616/724-6720
FAX/724-6768

Water Dept.
616/724-6718
FAX/724-6768

Water Filtration
616/724-4106
FAX/755-5290

MUSKEGON
West Michigan's Shoreline City

## NOTICE AND ORDER

January 27, 2000

Daniel Heller
P. O. Box 181
Hesperia, Mi. 49421

Dear Property Owner:

Subject: 463 Houston (apartment house)
W ½ lot 5, Block 370

The City of Muskegon Building Official has recently inspected the subject property and has found the buildings to be dangerous as defined under Section 4-23 of the Muskegon City Code.

As a result of this finding, you are hereby ordered to REPAIR or DEMOLISH the structures within thirty (30) days.

If you elect to repair the structures, you must secure all required permits and physically commence the work within thirty (30) days from the date of this order.

Should you have any questions concerning this matter, please do not hesitate to contact our Building Official, Jerry McIntyre at 724-6715.

Sincerely yours,

Robert B. Grabinski

Robert B. Grabinski
Fire Marshal/Inspection Services

Affirmative Action
616/724-6703
FAX/724-6790

Assessor
616/724-6708
FAX/724-6768

Cemetery
616/724-6783
FAX/722-4188

Civil Service
616/724-6716
FAX/724-6790

Clerk
616/724-6705
FAX/724-4178

Comm. & Neigh. Services
616/724-6717
FAX/726-2501

Engineering
616/724-6707
FAX/724-6790

Finance
616/724-6713
FAX/724-6768

Fire Dept.
616/724-6792
FAX/724-6985

Income Tax
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616/724-6975
FAX/724-6768

Leisure Service
616/724-6704
FAX/724-6790

Manager's Office
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FAX/724-6790

Mayor's Office
616/724-6701
FAX/724-6790

Neigh. & Const. Services
616/724-6715
FAX/724-6790

Planning/Zoning
616/724-6702
FAX/724-6790

Police Dept.
616/724-6750
FAX/722-5140

Public Works
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FAX/722-4188

Treasurer
616/724-6720
FAX/724-6768

Water Dept.
616/724-6718
FAX/724-6768

Water Filtration
616/724-4106
FAX/755-5290

MUSKEGON

West Michigan's Shoreline City

## MUSKEGON HOUSING BOARD OF APPEALS

DATE: April 10, 2000
CASE: 00-20 –463 Houston

Mr. Daniel Heller
PO Box 181
Hesperia MI 49421

**FINDING OF FACTS AND ORDER**

The following action was taken at a session of the Muskegon Housing Board of Appeals held at the Muskegon City Hall, 933 Terrace, Muskegon MI on April 6, 2000. The Inspection Services Department of the City of Muskegon, having inspected the building structure located upon the property, described as the **West ½ of Lot 5, Block 370, also known as, 463 Houston Ave,** found the conditions listed on the attached pages exist and that these conditions are hazardous as defined in Section 4-23 of the Code of Ordinances.

The Board further found that these conditions exist to the extent of endangering life, safety and the general welfare of the public.

Therefore, in accordance with Section 4-25 of the Code of Ordinances, the structure is declared to be unsafe, substandard and a public nuisance.

It is, therefore, ordered that the owners or other interested parties take such action to repair or remove said structure, or appeal this order within 20 days of the receipt of this order.

It is further ordered that if the owners or other interested parties fail to repair or remove said structure, or appeal this order within 20 days of the receipt of this order, the Building Official shall take bids and remove said structure.

If you wish to appeal this order you must do so within twenty days. You may obtain the appeal form at the City's Inspection Services Department, City Hall, 933 Terrace Street.

Greg Borgman, Chairman
MUSKEGON HOUSING BOARD OF APPEALS

| AYES: | NAYES: | EXCUSED: | ABSENT: |
|---|---|---|---|
| Greg Borgman | | | |
| Robert Johnson | | | |
| Fred Nielsen | | | |
| William Anderson | | | |
| Randy Mackie | | | |
| John Warner | | | |
| Clint Todd | | | |

The motion carried.

**#99-27 – 381 OAK – FIRST NATIONAL ACCEPTANCE, PO BOX 4010, E LANSING, MI.**
**ANTHONY HUFFMAN, 928 W. NORTON, MUSKEGON, MI.**

Mr. Huffman was in attendance. He asked for an extension of 30 days to call for an inspection and to take care of the shed. This case will be brought back to the May meeting if not complete. John Warner, supported by Randy Mackie made a motion to support the extension.

| AYES: | NAYES: | EXCUSED: | ABSENT: |
|---|---|---|---|
| Greg Borgman | | | |
| Robert Johnson | | | |
| Fred Nielsen | | | |
| William Anderson | | | |
| Randy Mackie | | | |
| John Warner | | | |
| Clint Todd | | | |

The motion carried.

**#00-20 – 463 HOUSTON – DANIEL HELLER, PO BOX 181, HESPERIA, MI.**

Mr. Heller did not attend the meeting. The Staff recommended to declare this structure substandard, unsafe, a public nuisance and forward to the City Commission. Randy Mackie mad a motion, supported by John Warner to accept the Staff recommendation and forward the case to City Commission for concurrence.

| AYES: | NAYES: | EXCUSED: | ABSENT: |
|---|---|---|---|
| Greg Borgman | | | |
| Robert Johnson | | | |
| Fred Nielsen | | | |
| William Anderson | | | |
| Randy Macki | | | |
| John Warner | | | |
| Clint Todd | | | |

The motion carried.

**Date:** **April 28, 2000**

**To:** **Honorable Mayor and City Commissioners**

**From:** **Neighborhood and Construction Services Department**

**RE:** **Concurrence with Housing Board of Appeals Finding of Facts and Order for 75 Myrtle**

---

SUMMARY OF REQUEST:

This is to request City Commission concurrence with the findings of the Housing Board of Appeals that the structure located at 75 Myrtle is unsafe, substandard and a public nuisance and that it be demolished within thirty (30) days.

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

FINANCIAL IMPACT:

The cost of demolition will be paid with budgeted CDBG funds.

BUDGET ACTION REQUIRED:

None

STAFF RECOMMENDATION:

A dangerous building inspection was conducted in February of 2000. This property is owned by William Caldwell and/or James Bauer. A Notice and Order was sent out on 2/11/00. The case was discussed att the April 6, 2000 Housing Board of Appeals Meeting where the board determined the structures to be substandard, unsafe, a public nuicance and to Forward to the City Commission for Concurrence.

Attached are copies of the inspection reports dated 2/9/00 and 9/2/98, Notice and order dated 2/11/00, and the Boards findings of fact and order dated 4/10/00, the minutes of the April 6, 2000 meetings of the Housing Board of Appeals, the findings of fact and order of the Board dated April 10, 2000.

Estimated cost to repair this property is $25,000.00.

COMMITTEE RECOMMENDATION:

The Commission will consider this item at its meeting on May 9, 2000.

**DANGEROUS BUILDING INSPECTION**
**75 MYRTLE**
**02/09/2000**

1. Foundation walls are collapsing, failing around entire home.
2. Siding is missing and rotting.
3. Window sills are rotting.
4. Front and back porches in need of structural repair.
5. Roof system is in need of complete repair – structural sheathing, roof covering, and chimney.
6. Interior of home is in need of repair, drywall and doors.
7. Need to schedule plumbing, mechanical, and electrical inspections for interior.

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

Henry A. Faltinowski  2/11/2000
HENRY FALTINOWSKI, BUILDING INSPECTOR  DATE

CONCURRED IN: Jerry McIntyre
JERRY MCINTYRE, BUILDING OFFICIAL

$30/JNR

CITY OF MUSKEGON INSPECTION REPORT



FINAL NOTICE

| No | Cat | Violation |
|---|---|---|
| 1 | | NOTE: Effective June 15, 1997 no certificates of compliance will be issued until all fees and debts to the City for that property have been paid in full. |
| 2 | | NOTE: Code requires owners to notify City in writing within 10 days of transfering ownership. Notice must include name, address and phone number of new owner. |
| 3 | B | EXTERIOR<br>Has eave boards that are rotted or missing. |
| 4 | B | EXTERIOR<br>Ceiling is deteriorated or missing. |
| 5 | B | EXTERIOR<br>Foundation walls have missing mortar or open cracks. |
| 6 | | EXTERIOR<br>Roof is totally deteriorated - must be replaced. |
| 7 | B | EXTERIOR<br>Window has glazing that is missing or deteriorated. |
| 8 | B | EXTERIOR<br>Chimney has loose or missing brick or mortar. |
| 9 | B | EXTERIOR<br>Roof has some shingles or parts of shingles missing. |
| 10 | B | EXTERIOR<br>Siding has holes in it or is rotted or missing. |
| 11 | B | EXTERIOR<br>Siding corners are missing. |
| 12 | B | EXTERIOR<br>Opening in the wall has been closed off with material that does not blend with the rest of the structure. |
| 13 | A | EXTERIOR<br>Steps are deteriorated or missing-when installing new, steps must have 36" landing at the top if entering door. |
| 14 | | EXTERIOR<br>Roof sags. |
| 15 | B | EXTERIOR - GENERAL<br>Has peeling paint and is not protected from weather by properly applied water-resistant paint or waterproof finish. |
| 16 | B | EXTERIOR - W. SIDE<br>Window sill is broken, missing or rotted. |
| 17 | B | EXTERIOR - W. SIDE PORCH<br>Has eave boards that are rotted or missing. |
| 18 | | EXTERIOR NOTE:<br>Electric service meter pulled. |
| 19 | B | GARAGE<br>Has peeling paint and is not protected from weather by properly applied water-resistant paint or waterproof finish. |
| 20 | B | GARAGE<br>Door is delaminating or is delaminated - it must be replaced. |

END OF LIST

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
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FAX/722-1214

Neigh. & Const. Services
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FAX/726-2501

Planning/Zoning
616/724-6702
FAX/724-6790

Police Dept.
616/724-6750
FAX/722-5140

Public Works
616/724-4100
FAX/722-4188

Treasurer
616/724-6720
FAX/724-6768

Water Dept.
616/724-6718
FAX/724-6768

Water Filtration
616/724-4106
FAX/755-5290

MUSKEGON

West Michigan's Shoreline City

# NOTICE AND ORDER

February 11, 2000

William Caldwell
75 Myrtle
Muskegon, Mi. 49440

James Bauer
1396 Pine St.
Muskegon, Mi. 49442

Dear Property Owner:

Subject: 75 Myrtle
Lot 24, Block 216

The City of Muskegon Building Official has recently inspected the subject property and has found the buildings to be dangerous as defined under Section 4-23 of the Muskegon City Code.

As a result of this finding, you are hereby ordered to REPAIR or DEMOLISH the structures within thirty (30) days.

If you elect to repair the structures, you must secure all required permits and physically commence the work within thirty (30) days from the date of this order.

Should you have any questions concerning this matter, please do not hesitate to contact our Building Official, Jerry McIntyre at 724-6715.

Sincerely yours,

Robert B Grabinski (BB)

Robert B. Grabinski
Fire Marshal/Inspection Services

**#00-21 – 75 MYRTLE – JAMES BAUER, 1396 PINE, MUSKEGON, MI.**

Mr. Bauer was not in attendance at the meeting. Staff recommended to declare the structure substandard, unsafe, a public nuisance and forward to the City Commission for concurrence. Fred Neilsen made a motion, supported by John Warner and Randy Mackie to support the staff's recommendation to declare the structure substandard, unsafe, a public nuisance and forward to the city commission for concurrence.

| AYES: | NAYES: | EXCUSED: | ABSENT: |
|---|---|---|---|
| Greg Borgman | | | |
| Robert Johnson | | | |
| Fred Nielsen | | | |
| William Anderson | | | |
| Randy Macki | | | |
| John Warner | | | |
| Clint Todd | | | |

The motion carried.

OLD BUSINESS:

NEW BUSINESS:

Greg Borgman notified board of Robert Johnson resigning his position on the board due to a change in his permanent address. Thank you Robert for your services and talents while on the board. You will be greatly missed.

Bob Grabinski volunteered to contact Ken James for Housing Board of Appeals Talent Bank. Bob suggested the board elect a new Vice Chair during the next meeting.

Affirmative Action
616/724-6703
FAX/724-6790

Assessor
616/724-6708
FAX/724-6768

Cemetery
616/724-6783
FAX/722-4188

Civil Service
616/724-6716
FAX/724-6790

Clerk
616/724-6705
FAX/724-4178

Comm. & Neigh. Services
616/724-6717
FAX/726-2501

Engineering
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FAX/724-6790

Finance
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FAX/724-6768

Fire Dept.
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FAX/724-6985

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Info. Systems
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FAX/724-6768

Leisure Service
616/724-6704
FAX/724-6790

Manager's Office
616/724-6724
FAX/724-6790

Mayor's Office
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FAX/724-6790

Neigh. & Const. Services
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FAX/724-6790

Planning/Zoning
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FAX/724-6790

Police Dept.
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Public Works
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FAX/722-4188

Treasurer
616/724-6720
FAX/724-6768

Water Dept.
616/724-6718
FAX/724-6768

Water Filtration
616/724-4106
FAX/755-5290

MUSKEGON

West Michigan's Shoreline City

## MUSKEGON HOUSING BOARD OF APPEALS

DATE: April 10, 2000
CASE: 00-21 – 75 Myrtle

Mr. James Bauer
1396 Pine
Muskegon MI 49442

## FINDING OF FACTS AND ORDER

The following action was taken at a session of the Muskegon Housing Board of Appeals held at the Muskegon City Hall, 933 Terrace, Muskegon MI on April 6, 2000. The Inspection Services Department of the City of Muskegon, having inspected the building structure located upon the property, described as the **Lot 24, Block 216, also known as, 75 Myrtle,** found the conditions listed on the attached pages exist and that these conditions are hazardous as defined in Section 4-23 of the Code of Ordinances.

The Board further found that these conditions exist to the extent of endangering life, safety and the general welfare of the public.

Therefore, in accordance with Section 4-25 of the Code of Ordinances, the structure is declared to be unsafe, substandard and a public nuisance.

It is, therefore, ordered that the owners or other interested parties take such action to repair or remove said structure, or appeal this order within 20 days of the receipt of this order.

It is further ordered that if the owners or other interested parties fail to repair or remove said structure, or appeal this order within 20 days of the receipt of this order, the Building Official shall take bids and remove said structure.

If you wish to appeal this order you must do so within twenty days. You may obtain the appeal form at the City's Inspection Services Department, City Hall, 933 Terrace Street.

Greg Borgman, Chairman
MUSKEGON HOUSING BOARD OF APPEALS