

# CITY OF MUSKEGON

## CITY COMMISSION MEETING

**APRIL 22, 2003**

**CITY COMMISSION CHAMBERS @ 5:30 P.M.**

### **AGENDA**

#### **ROLL CALL:**

#### **CONSENT AGENDA:**

- a. Approval of Minutes. CITY CLERK
- b. FIRST READING: Zoning Ordinance Amendment for Downtown Parking Correction. PLANNING & ECONOMIC DEVELOPMENT
- c. Comprehensive Economic Development Strategy Project List and Resolution. PLANNING & ECONOMIC DEVELOPMENT
- d. Great Lakes Marina Property Purchase. LEISURE SERVICES
- e. Tall Ships 2003 Request. LEISURE SERVICES
- f. Great Lakes Naval Museum Request. LEISURE SERVICES
- g. 2003 Water Treatment Chemical Bids. WATER FILTRATION
- h. Utility Boxes. PUBLIC WORKS
- i. Consideration of Bids: Clifford, Lakeshore Drive to Miner. ENGINEERING
- j. Consideration of Bids: Washington St., Franklin to Lakeshore Drive. ENGINEERING
- k. Consideration of Bids: Mann/Moon, Harrison to Lakeshore Drive. ENGINEERING
- l. City – MDOT Agreement for: Creston St., Evanston to Apple. ENGINEERING
- m. Set Public Hearing for Amendment to Brownfield Plan-Verplank Dock Co. PLANNING & ECONOMIC DEVELOPMENT
- n. Appointment to Various Boards and Committees. CITY CLERK
- o. Appointment to Various Boards and Committees. CITY CLERK

#### **PUBLIC HEARINGS:**

- a. DWRF Project Plan. WATER FILTRATION
- b. Public Hearing and Resolution Revoking IFT Certificate from Burgess

**Norton Manufacturing.** PLANNING & ECONOMIC DEVELOPMENT

- c. **Create a Special Assessment District for Nims St. & Irwin Ave., Getty to Wood.** ENGINEERING

**NEW BUSINESS:**

- a. **Approval of Resolution and QuitClaim for 322 Amity.** COMMUNITY & NEIGHBORHOOD SERVICES
- b. **Transmittal of 2002 Comprehensive Annual Financial Report.** FINANCE
- c. **Creation of HDC Study Committee.** PLANNING & ECONOMIC DEVELOPMENT
- d. **Approval to Submit Notice of Intent (NOI) for Partnership for Traditional Neighborhood Redevelopment (ParTNeR) Program.** PLANNING & ECONOMIC DEVELOPMENT
- e. **Approval of Agreements with Muskegon Township Regarding the Sale of the Water System.** CITY MANAGER
- f. **Concurrence with the Housing Board of Appeals Notice and Order to Demolish:** INSPECTIONS
1. 1698 Seventh (Area 10)
  2. 1686 Seventh (Area 10)
  3. 570 Catawba (Garage) (Area 11)
  4. 453 Catherine (Area 11)
  8. 784 Washington (2004 Blight Flight)
  5. 489 E. Isabella (House & Garage) (Area 11)
  6. 518 Oak (Area 11)
  7. 1136 Williams
  9. 1887 Letart

**CLOSED SESSION:**

- a. Pending Litigation

2003-35 a)

**Date:** April 22, 2003  
**To:** Honorable Mayor and City Commissioners  
**From:** Gail A. Kunding, City Clerk  
**RE:** Approval of Minutes

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SUMMARY OF REQUEST: To approve the minutes of the Commission Worksession that was held on Monday, April 7, 2003; and the Regular Commission Meeting that was held on Tuesday, April 8, 2003.

FINANCIAL IMPACT: None.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: Approval of the minutes.

# CITY OF MUSKEGON

## CITY COMMISSION MEETING

APRIL 22, 2003

CITY COMMISSION CHAMBERS @ 5:30 P.M.

### MINUTES

The Regular Commission Meeting of the City of Muskegon was held at City Hall, 933 Terrace Street, Muskegon, Michigan at 5:30pm, Tuesday, April 22, 2003.

Mayor Warmington opened the meeting with a prayer from Reverend Michael Bogert of First Christian Reformed Church, after which members of the City Commission and members of the public joined in reciting the Pledge of Allegiance to the Flag.

#### **ROLL CALL FOR THE REGULAR COMMISSION MEETING:**

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

#### **2003-35 CONSENT AGENDA:**

##### **a. Approval of Minutes. CITY CLERK**

SUMMARY OF REQUEST: To approve the minutes of the Commission Worksession that was held on Monday, April 7, 2003; and the Regular Commission Meeting that was held on Tuesday, April 8, 2003.

FINANCIAL IMPACT: None

BUDGET ACTION REQUIRED: None

STAFF RECOMMENDATION: Approval of the minutes.

##### **b. FIRST READING: Zoning Ordinance Amendment for Downtown Parking Correction. PLANNING & ECONOMIC DEVELOPMENT**

SUMMARY OF REQUEST: Request to make a correction related to the previous zoning ordinance amendment for downtown parking.

FINANCIAL IMPACT: None

BUDGET ACTION REQUIRED: None

STAFF RECOMMENDATION: Staff recommends amendment of the Zoning Ordinance as described above.

COMMITTEE RECOMMENDATION: The Planning Commission recommended approval of the request at their 4/10 meeting. The vote was unanimous with B. Mazade and B. Smith absent.

##### **d. Great Lakes Marina Property Purchase. LEISURE SERVICES**

SUMMARY OF REQUEST: To authorize the purchase of Lakeshore Trail property from

Great Lakes Marina.

FINANCIAL IMPACT: \$57,000

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

STAFF RECOMMENDATION: Approve

**f. Great Lakes Naval Museum Request. LEISURE SERVICES**

SUMMARY OF REQUEST: The Great Lakes Naval Memorial and Museum is requesting that the City allow them to apply for a Coastal Management Grant for the construction of a picnic shelter on the City's property along the channel and have appropriate paved parking.

FINANCIAL IMPACT: None

BUDGET ACTION REQUIRED: None

STAFF RECOMMENDATION: Approve.

**g. 2003 Water Treatment Chemical Bids. WATER FILTRATION**

SUMMARY OF REQUEST: Recommend endorsement of lowest responsible bidders to supply aluminum sulfate, sodium hypochlorite, and fluoride for the Water Filtration Plant.

FINANCIAL IMPACT: Annual cost of \$70,975.00 (based on average annual water pumped to mains).

BUDGET ACTION REQUIRED: None at this time. These chemicals are budgeted annually.

STAFF RECOMMENDATION: Staff recommends the Mayor and City Commission endorse the contract renewals and enter into contracts with General Chemical, Alexander Chemical, and Lucier Chemical for aluminum sulfate, sodium hypochlorite, and fluoride respectively.

**h. Utility Boxes. PUBLIC WORKS**

SUMMARY OF REQUEST: Approval to purchase 4 truck utility boxes.

FINANCIAL IMPACT: Total Cost \$12,828.00

BUDGET ACTION REQUIRED: None

STAFF RECOMMENDATION: Approve purchase of four utility boxes from Truck & Trailer Specialties.

**i. Consideration of Bids: Clifford, Lakeshore Drive to Miner.  
ENGINEERING**

SUMMARY OF REQUEST: The construction of Clifford, Lakeshore Dr. to Miner using concrete surface (Alternate Bid) contract be awarded to Dan Hoe Excavating of Holland. Dan Hoe was the lowest, responsible bidder with a bid price of \$125, 695.00.

FINANCIAL IMPACT: The construction cost of \$125,695.00 plus related engineering expenses.

BUDGET ACTION REQUIRED: None

STAFF RECOMMENDATION: Award the contract to Dan Hoe with Alternate Bid.

**j. Consideration of Bids: Washington St., Franklin to Lakeshore Drive.**  
**ENGINEERING**

SUMMARY OF REQUEST: The reconstruction of Washington St., Franklin to Lakeshore Dr. contract be awarded to Prince Bridge & Marine of Grand Haven. Prince Bridge was the lowest, responsible bidder with a bid price of \$326,073.26.

FINANCIAL IMPACT: The construction cost of \$326,073.25 plus related engineering expenses.

BUDGET ACTION REQUIRED: None

STAFF RECOMMENDATION: Award the contract to Prince Bridge & Marine.

**k. Consideration of Bids: Mann/Moon, Harrison to Lakeshore Drive.**  
**ENGINEERING**

SUMMARY OF REQUEST: The reconstruction of Mann & Moon from Harrison to Lakeshore Dr. contract be awarded to Prince Bridge & Marine of Grand Haven. Prince Bridge was the lowest, responsible bidder with a bid price of \$123,074.35.

FINANCIAL IMPACT: The construction cost of \$123,074.35.

BUDGET ACTION REQUIRED: None

STAFF RECOMMENDATION: Award the contract to Prince Bridge & Marine.

**l. City - MDOT Agreement for: Creston St., Evanston to Apple.**  
**ENGINEERING**

SUMMARY OF REQUEST: To approve the contract with MDOT for the Milling & Resurfacing of Creston Street from Evanston to Apple and to approve the resolution authorizing the Mayor and City Clerk to sign the contract.

FINANCIAL IMPACT: MDOT's participation is about \$232,400 but not to exceed 81.85% of eligible cost. The estimated total (including engineering) cost of the project is \$335,000.

BUDGET ACTION REQUIRED: None at this time. The City's share of the cost will come out of the Major Street Fund as was budgeted.

STAFF RECOMMENDATION: That the agreement and resolution be approved.

**m. Set Public Hearing for Amendment to Brownfield Plan-Verplank Dock Co.**  
**PLANNING & ECONOMIC DEVELOPMENT**

SUMMARY OF REQUEST: To approve the resolution setting a public hearing for an amendment for the Brownfield Plan. The amendment is for the inclusion of property owned by Verplank Dock Co., located at 205 E. Western Ave., in the Brownfield Plan.

FINANCIAL IMPACT: There is no direct financial impact in setting the public hearing, although the expansion of the current Verplank Dock Co. to the new site will add to the tax base of the City of Muskegon.

BUDGET ACTION REQUIRED: None.

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

COMMITTEE RECOMMENDATION: The Brownfield Redevelopment Authority met on April 15, 2003 and approved the Brownfield Plan Amendment and recommends the approval of the Brownfield Plan Amendment to the Muskegon City Commission. In addition, the Brownfield Redevelopment Authority recommends that the Muskegon City Commission

set a public hearing on the Plan Amendment for May 27, 2003.

n. Appointment to Various Boards and Committees. CITY CLERK

SUMMARY OF REQUEST: To appoint Lynn Spearing to the Equal Opportunity Committee.

FINANCIAL IMPACT: None

BUDGET ACTION REQUIRED: None

STAFF RECOMMENDATION: Approval

COMMITTEE RECOMMENDATION: Community Relations Committee recommended approval.

o. Appointment to Various Boards and Committees. CITY CLERK

SUMMARY OF REQUEST: To appoint Julie Waltz to the LRC replacing Tommie Watson who has moved from the city. Also, to appoint Paul Veltkamp to the DDA replacing William Stone.

FINANCIAL IMPACT: None

BUDGET ACTION REQUIRED: None

STAFF RECOMMENDATION: To make the appointments.

COMMITTEE RECOMMENDATION: The Community Relations Committee recommended the appointments.

Motion by Vice Mayor Buie, second by Commissioner Spataro to approve the Consent Agenda minus items c and e.

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

Nays: None

**MOTION PASSES**

**2003-36 ITEMS REMOVED FROM AGENDA:**

c. Comprehensive Economic Development Strategy Project List and Resolution. PLANNING & ECONOMIC DEVELOPMENT

SUMMARY OF REQUEST: To approve the project list and resolution requesting participation and project inclusion in the Regional Comprehensive Economic Development Strategy (CEDS).

FINANCIAL IMPACT: None

BUDGET ACTION REQUIRED: None

STAFF RECOMMENDATION: To approve resolution.

COMMITTEE RECOMMENDATION: The Planning Commission has approved the list of projects.

Motion by Commissioner Spataro, second by Vice Mayor Buie to approve the project list and resolution requesting participation and project inclusion in the Regional Comprehensive Economic Development Strategy with Farmers Seafood Market description to read Downtown Area.

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

Nays: None

**MOTION PASSES**

**e. Tall Ships 2003 Request. LEISURE SERVICES**

SUMMARY OF REQUEST: The Tall Ships 2003 committee is requesting that the City waive the fees for City services for this event.

FINANCIAL IMPACT: Approximately \$40,000

BUDGET ACTION REQUIRED: None

STAFF RECOMMENDATION: Approve.

Motion by Commissioner Larson, second by Commissioner Shepherd to approve the waive of City fees for services for the Tall Ships 2003 event.

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

Nays: None

**MOTION PASSES**

**2003-37 PUBLIC HEARINGS:**

**a. DWRF Project Plan. WATER FILTRATION**

SUMMARY OF REQUEST: To receive comments and views of interested persons on the Draft Project Plan and the environmental impacts of the proposed water system improvement alternatives.

FINANCIAL IMPACT: None

BUDGET ACTION REQUIRED: None

STAFF RECOMMENDATION: To hold the Public Hearing.

The Public Hearing opened at 6:03pm to hear any comments for the public. No comments were heard.

Motion by Commissioner Schweifler, second by Vice Mayor Buie to close the Public Hearing at 6:12pm.

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

Nays: None

**MOTION PASSES**

Motion by Commissioner Spataro, second by Commissioner Gawron to adopt the Resolution adopting a final project plan for water system improvements and designating an authorized project representative.

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

Nays: None

**MOTION PASSES**

**b. Public Hearing and Resolution Revoking IFT Certificate from Burgess Norton Manufacturing. PLANNING & ECONOMIC DEVELOPMENT**

SUMMARY OF REQUEST: To hold a public hearing and approve the resolution revoking

the IFT Certificate held by Burgess Norton Manufacturing.

FINANCIAL IMPACT: The revoking of the certificate will allow the City to seek reimbursement by Burgess Norton for the amount of abated taxes, which totals \$46,041.87.

BUDGET ACTION REQUIRED: None at this time.

STAFF RECOMMENDATION: To hold the Public Hearing and approve the revoking of the IFT Certificate.

The Public Hearing opened at 6:14pm to hear any comments for the public. No comments were heard.

Motion by Commissioner Spataro, second by Vice Mayor Buie to close Public Hearing at 6:22pm and take no action on the resolution at this time and allow staff to meet with Burgess Norton to discuss certificate and possible revocation.

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

Nays: None

**MOTION PASSES**

**c. Create a Special Assessment District for Nims St. & Irwin Ave., Getty to Wood. ENGINEERING**

SUMMARY OF REQUEST: To hold a public hearing on the proposed Special Assessment of the Nims St. & Irwin Ave., Getty St. to Wood St. Project, and to create the Special Assessment District and appoint two City Commissioners to the Board of Assessors, if it is determined to proceed with the project.

FINANCIAL IMPACT: None at this time.

BUDGET ACTION REQUIRED: None at this time.

STAFF RECOMMENDATION: To create the Special Assessment and assign two City Commissioners to the Board of Assessors by adopting the resolution.

The Public Hearing opened at 6:24pm to hear any comments for the public. Comments in opposition were heard from Russell Hill of Flex-Space, 1649 Getty.

Motion by Commissioner Spataro, second by Commissioner Larson to close the Public Hearing at 6:29pm and to create the special assessment and assign two City Commissioners to the Board of Assessors by adopting the Resolution. Commissioner Spataro and Mayor Warmington were appointed to Board of Assessors.

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

Nays: None

**MOTION PASSES**

**2003-38 NEW BUSINESS:**

**a. Approval of Resolution and QuitClaim for 322 Amity. COMMUNITY & NEIGHBORHOOD SERVICES**

SUMMARY OF REQUEST: To authorize the Mayor and City Clerk to sign the Resolution and QuitClaim for the sale of the City owned rehabilitated home at 322 Amity, Operation "New Life", to Idella Levelston for the price of \$60,000.

The house at 322 Amity was obtained by the City of Muskegon through the foreclosure process and was rehabilitated with HOME Funds.

The rehabilitation of 322 Amity is another example of the City's commitment to the revitalization of its neighborhoods.

FINANCIAL IMPACT: Funding will be added to the HOME account.

BUDGET ACTION REQUIRED: None

STAFF RECOMMENDATION: To approve the sale.

COMMITTEE RECOMMENDATION: The Land Reutilization Committee approved the rehabilitation of the project.

Motion by Commissioner Spataro, second by Commissioner Shepherd to approve the sale of City owned rehabilitated home at 322 Amity Operation "New Life" to Idella Levelston for \$60,000 and to authorize the Mayor and City Clerk to sign Resolution and QuitClaim.

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

Nays: None

**MOTION PASSES**

**b. Transmittal of 2002 Comprehensive Annual Financial Report.**  
FINANCE

SUMMARY OF REQUEST: The City's 2002 Comprehensive Annual Financial Report (CAFR) has previously been distributed to City Commissioners. At this time, the CAFR is being formally transmitted to the Commission in accordance with State Law. The 2002 CAFR has been prepared in accordance with GASB 34 accounting standards and is markedly different than in previous years. For this reason, Commissioners may wish to have a more in-depth review of the report at the monthly Work Session.

FINANCIAL IMPACT: None. The CAFR report summarizes the City's financial activities for 2002 and includes the independent auditor's unqualified opinion on the City's financial statements.

BUDGET ACTION REQUIRED: None

STAFF RECOMMENDATION: Acceptance of the 2002 CAFR.

Motion by Commissioner Spataro, second by Commissioner Schweifler to accept the 2002 Comprehensive Annual Financial Report.

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

Nays: None

**MOTION PASSES**

**c. Creation of HDC Study Committee.** PLANNING & ECONOMIC  
DEVELOPMENT

SUMMARY OF REQUEST: Members of the Historic District Commission and various other organizations are concerned about the historic structures located within the mall. For new historic district establishment, the State Statute requires that the City Commission appoint a study committee to conduct all necessary research and reports. The Committee shall contain a majority of persons who have knowledge or interest in

historic preservation, and shall contain representation from a local historic preservation organization. The request is to appoint a study committee to determine whether certain buildings located in the Mall should be designated in a historic district.

FINANCIAL IMPACT: None

BUDGET ACTION REQUIRED: None

STAFF RECOMMENDATION: Staff recommends to appoint Brian Lazor and Bob Grabinski as staff to the Study Committee and to approve the resolution and authorize the Mayor and Clerk to sign said resolution.

COMMITTEE RECOMMEDATION: The Historic District Commission Chairman recommends the appointment of the following persons to the Study Committee: Daniel Chambers, Lawrence Spataro, Mary O'Connor, Jon Colburn and a member of the Charter Development Group. The Historic District Commission has voted to recommend that the City Commission approve the creation of the Study Committee with the members identified.

Motion by Commissioner Schweifler, second by Commissioner Spataro to create a HDC study committee to determine whether certain buildings located in the Mall should be designated in an Historic District and appoint staff Brian Lazor and Bob Grabinski to the study committee and approve the resolution and authorize the Mayor and Clerk to sign.

ROLL VOTE: Ayes: Spataro, Warmington, Buie, Gawron, Schweifler

Nays: Larson, Shepherd

**MOTION PASSES**

**d. Approval to Submit Notice of Intent (NOI) for Partnership for Traditional Neighborhood Redevelopment (ParTNeR) Program.**  
**PLANNING & ECONOMIC DEVELOPMENT**

SUMMARY OF REQUEST: The City of Muskegon has been invited to submit a NOI for the ParTNeR Program, through the State of Michigan. If the NOI is approved, the City will be asked to submit a formal grant application. The actual grant funds will be requested through the County of Muskegon, since they will be additional CDBG funds that only the County is eligible to receive. If the grant is accepted, the County will receive the grant funds (acting as fiduciary) from the State. The City of Muskegon will actually administer the program. The funds will be used to hire a consultant to conduct a plan, and to complete an infrastructure project on Third Street. In order to apply for the NOI, the City Commission is requested to approve the resolution.

FINANCIAL IMPACT: If approved for the grant, the funds will be used to cover the costs of a consultant to conduct a plan for the identified area and to purchase two buildings on Third Street for demolition and/or renovation. In addition, funds will be used for streetscape improvements. The amount being applied for is \$400,000. The local match must be 10 percent, or \$40,000. The City would pledge \$20,000 in CDBG funds, and the Community Foundation for Muskegon County would pledge \$20,000 from their MSHDA funds.

BUDGET ACTION REQUIRED: None

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

Motion by Vice Mayor Buie, second by Commissioner Shepherd to approve the

Resolution authorizing the submittal of a Notice of Intent to participate in the State Partnership for Traditional Neighborhood Redevelopment Program and authorize the Mayor and City Clerk to sign.

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

Nays: None

**MOTION PASSES**

- e. Approval of Agreements with Muskegon Township Regarding the Sale of the Water System. CITY MANAGER

Request from Staff to move item to Closed Session for discussion.

- f. Concurrence with the Housing Board of Appeals Notice and Order to Demolish: INSPECTIONS

SUMMARY OF REQUEST: This is to request City Commisison concurrence with the findings of the Housing Board of Appeals that the structures located at 1) 1698 Seventh (Area 10), 2) 1686 Seventh (Area 10), 3) 570 Catawba (Garage) (Area 11), 4) 453 Catherine (Area 11), 5) 489 E. Isabella (House & Garage) (Area 11), 6) 518 Oak (Area 11), 7) 1136 Williams (Area 11), 8) 1119 Sophia (Area 11), 9) 784 Washington (2004 Blight Flight), and 10) 1887 Letart are substandard, public nuisances and that they be demolished within thirty (30) days.

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

**1. 1698 Seventh (Area 10)**

CASE # & PROJECT ADDRESS: 02-049 - 1698 Seventh

LOCATION AND OWNERSHIP: This structure is located on Seventh Street between E. Dale and Larch and is owned by Edward McKenzie.

STAFF CORRESPONDENCE: This structure was written as a dangerous building 9/6/02. A notice for an interior inspection was issued 10/9/02, but the interior was not conducted due to failure of the owner to appear. A Notice and Order to repair or remove was issued 11/25/02. The case was heard before the HBA 2/6/03 and the board declared the structure substandard and a dangerous building on that date. The City boarded the property twice after the owner was notified and failed to secure the building.

OWNER CONTACT: There has been no contact.

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

BUDGET ACTION REQUIRED: None

SEV: \$17,100

ESTIMATED COST OF REPAIRS: \$3,000 plus cost of interior repairs.

**2. 1686 Seventh (Area 10)**

CASE # & PROJECT ADDRESS: 02-83 - 1686 Seventh

LOCATION AND OWNERSHIP: This structure is located on Seventh Street between E. Dale and Larch and is owned by Dan Heller.

STAFF CORRESPONDENCE: This structure was written as a dangerous building 12/9/02.

Notice for an interior inspection was issued 11/1/02, but the interior was not conducted due to failure of the owner to appear. A Notice and Order to repair or remove was issued 12/18/02. The case was heard before the HBA 2/6/03 and the board declared the structure substandard and a dangerous building on that date.

OWNER CONTACT: There has been no contact.

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

BUDGET ACTION REQUIRED: None

SEV: \$37,700

ESTIMATED COST OF REPAIRS: \$12,000 plus cost of interior repairs.

### **3. 570 Catawba (Garage) (Area 11)**

CASE # & PROJECT ADDRESS: 02-058-570 Catawba - Garage only

LOCATION AND OWNERSHIP: This structure is located on Catawba between Maple and Chestnut. It is owned by Aristotle Stewart who lives here.

STAFF CORRESPONDENCE: This structure was written as a dangerous building 9/11/02. A Notice and Order to repair or remove was issued 9/26/02. Steve Sanders appeared at the HBA meeting 12/5/02 and stated he holds the land contract on the property and that he would repair the garage. There has been no contact from the owner since then.

OWNER CONTACT: Attended the HBA meeting.

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

BUDGET ACTION REQUIRED: None

SEV: \$1,700

ESTIMATED COST OF REPAIRS: \$2,500

### **4. 453 Catherine (Area 11)**

CASE # & PROJECT ADDRESS: 02-059 - 453 Catherine

LOCATION AND OWNERSHIP: This structure is located on Catherine between Wood and Williams. It is owned by the State of Michigan.

STAFF CORRESPONDENCE: This structure was written as a dangerous building 9/11/02. A notice for an interior inspection was issued 10/10/02, but the interior was not conducted due to failure of the owner to appear. A Notice and Order to repair or remove was issued 11/25/02. The case was heard before the HBA 2/6/03 and the board declared the structure substandard and a dangerous building on that date.

OWNER CONTACT: There has been no contact.

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

BUDGET ACTION REQUIRED: None

SEV \$7,300

ESTIMATED COST OF REPAIRS: \$3,000 plus cost of interior repairs.

### **8. 1119 Sophia**

CASE # & PROJECT ADDRESS: 02-047 - 1119 Sophia

LOCATION AND OWNERSHIP: This structure is located on Sophia between Wood and Apple Ave. and is owned by Eugene Robar.

STAFF CORRESPONDENCE: This structure was written as a dangerous building 9/6/02. A notice for an interior inspection was issued 9/30/02. A Notice and Order to repair or remove was issued 1/25/02. The case was heard before the HBA 2/6/03 and the board declared the structure substandard and a dangerous building on that date.

OWNER CONTACT: There has been no contact.

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

BUDGET ACTION REQUIRED: None

SEV: \$15,900

ESTIMATED COST OF REPAIRS: \$30,000

#### **9. 784 Washington (2004 Blight Flight)**

CASE # & PROJECT ADDRESS: 03-01 - 784 Washington

LOCATION AND OWNERSHIP: This structure is located on Washington between Beidler and Henry Street and was owned by Jeffrey Bandel who has filed bankruptcy.

STAFF CORRESPONDENCE: This structure was written as a dangerous building after the housing inspector had the fire marshal do an inspection because of dangerous conditions. A Notice and Order to repair or remove was issued 3/31/03/ The case was heard before the HBA 2/6/03 and the board declared the structure substandard and a dangerous building on that date. The structure has had to be boarded by the City twice.

OWNER CONTACT: There has been no contact.

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

BUDGET ACTION REQUIRED: None

SEV: \$27,200

ESTIMATED COST OF REPAIRS: \$30,000

STAFF RECOMMENDATION: City Commission concurs with the Housing Board of Appeals for the demolition of said structures and direct administration to obtain bids for demolitions.

Motion by Commissioner Larson second by Commissioner Shepherd to concur with Housing Board of Appeals to demolish the structures at 1698 Seventh, 1686 Seventh, 570 Catawba (Garage), 453 Catherine, 1119 Sophia and 784 Washington and to direct administration to obtain bids for demolitions.

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

Nays: None

#### **MOTION PASSES**

#### **5. 489 E. Isabella (House & Garage) (Area 11)**

CASE # & PROJECT ADDRESS: 02-044 - 489 E. Isabella

LOCATION AND OWNERSHIP: This structure is located on Catherine between Williams and Chestnut. It is owned by U.S. Bancorp in Ohio.

STAFF CORRESPONDENCE: This structure was written as a dangerous building 9/06/02. A notice for an interior inspection was issued 9/30/02, but the interior was not

conducted due to failure of the owner to appear. The case was heard before the HBA 2/6/03 and the board declared the structure substandard and a dangerous building on that date. A contact from the bank rescheduled the interior inspection, which was conducted 4/4/03. A notice for City Commission hearing was issued 4/9/03 along with a letter explaining what needs to be done to save the house.

OWNER CONTACT: The bank has been in contact since March 2003.

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

BUDGET ACTION REQUIRED: None.

SEV: \$14,700

ESTIMATED COST OF REPAIRS: \$30,000

STAFF RECOMMENDATION: City Commission concur with the Housing Board of Appeals for the demolition of said structure and direct administration to obtain bids for demolition.

**Motion by Commissioner Spataro, second by Commissioner Schweifler to concur with the Housing Board of Appeals to demolish 489 Isabella (House and Garage) and to authorize staff to obtain bids for demolitions.**

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

**Nays: None**

***MOTION PASSES***

#### **6. 518 Oak (Area 11)**

CASE # & PROJECT ADDRESS: 02-072 - 518 Oak.

LOCATION AND OWNERSHIP: This structure is located on Oak between Scott and Williams. It is owned by Marylou and Robert Anderson.

STAFF CORRESPONDENCE: This structure was written as a dangerous building 9/12/02. A notice for an interior inspection was issued 9/30/02, but the interior was not conducted until 2/26/03 after the owner appeared at the 2/03 HBA meeting. A Notice and Order to repair or remove was issued 11/26/02, but there had been no contact until the HBA meeting. The case was table for 30 days to allow the owner time to have the interior inspection, submit an agreeable timetable for repairs and pull permits. The owner contacted the Inspection office after the interior inspection because he did not agree with the violations noted, but he did not pull permits. The house has since been listed for sale with a realtor with an offer pending.

OWNER CONTACT: The owner has been in contact.

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

BUDGET ACTION REQUIRED: None

SEV: \$13,800

ESTIMATED COST OF REPAIRS: \$40,000

STAFF RECOMMENDATION: City Commission concurs with the Housing Board of Appeals for the demolition of said structure and direct administration to obtain bids for demolition.

**Motion by Commissioner Spataro, second by Commissioner Schweifler to concur with**

the Housing Board of Appeals to demolish 518 Oak and to authorize staff to obtain bids for demolition.

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

Nays: None

**MOTION PASSES**

**7. 1136 Williams**

CASE # & PROJECT ADDRESS: 02-079 - 1136 Williams

LOCATION AND OWNERSHIP: This structure is located on Williams between Isabella and Catherine. It is owned by Phyllis Moore and Kenta Moore (Glovestate Realty).

STAFF CORRESPONDENCE: This structure was written as a dangerous building 9/6/02. A notice for an interior inspection was issued 9/23/02 and notice and order to repair or demolish was issued 12/18/02. The structure was declared dangerous at the HBA meeting 2/6/03. The owner had contacted CNS for financial help, but was denied.

OWNER CONTACT: The owner has been in the office when she applied for rental rehab and indicated she wanted to repair. She did not attend the HBA meeting.

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

BUDGET ACTION REQUIRED: None

SEV: \$15,100

ESTIMATED COST OF REPAIRS: \$15,000

STAFF RECOMMENDATION: City Commission concurs with the Housing Board of Appeals for the demolition of said structure and direct administration to obtain bids for demolition.

Motion by Commissioner Spataro, second by Commissioner Gawron to concur with the Housing Board of Appeals to demolish 1136 Williams and to authorize staff to obtain bids for demolition.

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

Nays: None

**MOTION PASSES**

**10. 1887 Letart**

CASE # & PROJECT ADDRESS: 02-92 - 1887 Letart

LOCATION AND OWNERSHIP: This structure is located on Letart between Torrent and Crozier and is owned by Patrick Closz.

STAFF CORRESPONDENCE: This structure was written as a dangerous building 12/9/02 when the owner had an interior inspection conducted. He contacted the Inspection office because of what he called "black mold". The building inspector also did an inspection on 1/10/03. Mr. Closz purchased this house from HUD and has let it go back to the bank because it is in a flood plain and has severe water damage. A notice and order to repair or demolish was issued 2/3/03 and the case was heard and declared by the HBA on 3/6/03.

OWNER CONTACT: The owner, neighbor and realtor attended the HBA meeting.

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

BUDGET ACTION REQUIRED: None

SEV: \$32,900

ESTIMATED COST OF REPAIRS: \$25,000

STAFF RECOMMENDATION: City Commission concurs with the Housing Board of Appeals for the demolition of said structures and direct administration to obtain bids for demolitions.

Motion by Commissioner Spataro, second by Commissioner Gawron to concur with the Housing Board of Appeals to demolish 1887 Letart and to authorize staff to obtain bids for demolition.

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

Nays: None

**MOTION PASSES**

2003-39 CLOSED SESSION:

Motion by Commissioner Schweifler, second by Commissioner Gawron to go into Closed Session at 8:37pm.

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

Nays: None

**MOTION PASSES**

Motion by Commissioner Spataro, second by Vice Mayor Buie to go out of Closed Session at 9:08.

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

Nays: None

**MOTION PASSES**

a. Pending Litigation

e. Approval of Agreements with Muskegon Township Regarding the Sale of the Water System. CITY MANAGER (Item moved from New Business)

SUMMARY OF REQUEST: To approve the following documents for the sale of the water system in Muskegon Township to Muskegon Charter Township and settle the outstanding litigation with Muskegon Township.

1. Inter-Governmental Agreement between the City of Muskegon and Muskegon Charter Township.
2. Water Purchase Contract.
3. Operation and Maintenance Agreement.

FINANCIAL IMPACT: Sale of the water system will generate \$1 million for the City's water system.

BUDGET ACTION REQUIRED: None

STAFF RECOMMENDATION: To approve the agreements.

Motion by Commissioner Schweifler, second by Commissioner Shepherd to concur with the City Attorney's recommendation on Pending Litigation and to authorize the Mayor and City Clerk to exercise documents with Muskegon Township regarding the sale of the Water System.

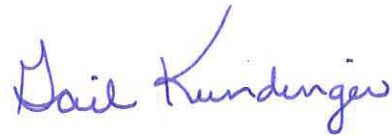
ROLL VOTE: Ayes: Buie, Gawron, Larson, Schweifler, Shepherd, Spataro, Warmington

Nays: None

***MOTION PASSES***

The Regular Commission Meeting for the City of Muskegon was adjourned at 9:10PM.

Respectfully submitted,

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

Gail Kunderger, MMC

2003-35 b)

**Commission Meeting Date: April 22, 2003**

**Date:** April 11, 2003  
**To:** Honorable Mayor and City Commissioners  
**From:** Planning & Economic Development (B)  
**RE:** Zoning Ordinance Amendment for Downtown Parking Correction

---

**SUMMARY OF REQUEST:**

Request to make a correction related to the previous zoning ordinance amendment for downtown parking.

**FINANCIAL IMPACT:**

None

**BUDGET ACTION REQUIRED:**

None

**STAFF RECOMMENDATION:**

Staff recommends amendment of the Zoning Ordinance as described above.

**COMMITTEE RECOMMENDATION:**

The Planning Commission recommended approval of the request at their 4/10 meeting..  
The vote was unanimous with B. Mazade and B. Smith absent.

CITY OF MUSKEGON

MUSKEGON COUNTY, MICHIGAN

ORDINANCE NO. 2101

**An ordinance to amend the Zoning Ordinance of the City to amend Section 2326 (Off-Street Parking) of Article XXIII (General Provisions).**

THE CITY COMMISSION OF THE CITY OF MUSKEGON HEREBY ORDAINS:

Article 2326 of the Zoning Ordinance of the City of Muskegon is hereby amended to delete paragraph **4. Location of Parking Areas** and renumber the remaining paragraphs accordingly.

This ordinance adopted:

Ayes: 7

Nays: 0

Adoption Date: 0

Effective Date: May 17, 2003

First Reading: April 22, 2003

Second Reading: \_\_\_\_\_

CITY OF MUSKEGON

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

CERTIFICATION

This ordinance was adopted at a regular meeting of the City Commission, held on April 22, 2003. The meeting was properly held and noticed pursuant to the Open Meetings Act of the State of Michigan, Act 267 of the Public Acts of 1976.

CITY OF MUSKEGON

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

**CITY OF MUSKEGON  
NOTICE OF ADOPTION**

Please take notice that on April 22, 2003, the City Commission of the City of Muskegon adopted an ordinance amending Article XXIII (General Provisions), section 2326 (parking) of the Zoning Ordinance.

The amendment deletes conflicting language related to an earlier amendment of this section, which added regulations for a downtown parking overlay district.

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 7, 2003, 2003

CITY OF MUSKEGON

By \_\_\_\_\_  
Gail A. Kunding, MMC  
Its Clerk

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

Account No. 101-80400-5354

**Staff Report [EXCERPT]**  
CITY OF MUSKEGON  
PLANNING COMMISSION  
REGULAR MEETING  
April 10, 2003

---

**Hearing; Case 2003-11: Staff initiated request to amend the parking standards of the Zoning Ordinance in order to make corrections related to the previous downtown parking standards amendment.**

**BACKGROUND**

In February, when the Downtown Parking Overlay was added to the Zoning Ordinance, the language was intended to replace the existing #4 of Section 2326 (Off-Street Parking and Loading). The amendment was written to add #13 and #14 but neglected to remove the existing #4. The current language is therefore conflicting, and staff is asking to remove #4 to 'clean-up' the language.

The proposed language to be deleted is in ~~striketru~~. The new language just added is in *italics*.

**SECTION 2326: OFF-STREET PARKING AND LOADING [amended 2/02]**

1. Intent: It is the intent of this section that off-street parking spaces shall be provided and adequately maintained by each property owner in every district for the parking of motor vehicles for the use of occupants, employees and patrons of each building and premise constructed, altered, or enlarged under the provisions of this Ordinance.
2. Scope: At the time any building or structure is erected, enlarged or increased in capacity, or a new land use is established, off-street parking spaces for new or additional development shall be provided according to the requirements of this section and Table IB.
3. Parking and Loading Plan Review: Whenever three (3) or more vehicle parking spaces are required for a given use of land, plans, specifications for the construction or alteration of an off-street parking area shall be submitted for approval by the Zoning Administrator before a development permit is issued. Such plans and specifications shall indicate the location, precise use of buildings, size, design, surfacing, marking, lighting, drainage, curbing and curb cuts, entrances, exits, landscaping, and other detailed features as required by the provisions and standards of this zoning ordinance and other applicable laws and rules.
4. ~~Location of Parking Areas: In all districts, except Business Districts (B-1 through B-5), off-street parking and loading areas shall be located on the same lot or on an adjacent lot in the same zoning district as the building, structure, or the parking area they are intended to serve. In the case of Business Districts, parking may be provided within three hundred (300) feet so long as the parking is not located in a residential zone.~~

5. Parking Areas Existing Before the Effective Date of This Ordinance: No parking area or parking space or loading area which exists at the time this Ordinance becomes effective shall be relinquished or reduced in any manner below the requirements established by this Ordinance.
6. Uses of Parking Areas: Parking spaces and loading areas shall be used exclusively for the parking of vehicles associated with a building, structure or land use in a manner consistent with the purpose for which it is designed. No commercial activity or selling of any kind shall be conducted within required parking areas. Permitted temporary uses may operate in overflow parking areas or setback areas provided no clear vision or other safety hazard is present. Vehicles shall not be repaired, stored, or displayed for sale or hire in parking lots unless the principal use is classified for such uses.
7. Design and Access Standards: Multi-family, commercial and industrial land use areas shall meet the screening, landscaping, and lighting standards of this ordinance.
8. Maintenance Standards: Parking and loading areas in all districts shall be paved, marked and defined by curbing or curb stops.
9. Maximum Parking: The maximum amount of parking permitted for any use or group of uses shall not exceed the minimum parking requirements by more than one-third (33%)
10. Loading Space Required: In order to prevent undue interference with public use of streets, parking lots and alleys, uses such as manufacturing, storage, warehouse, department store, wholesale store, retail store, hotel, hospital, laundry, dairy, mortuary, and other uses similarly and customarily receiving or distributing goods by motor vehicle shall provide space on the premises for that number of vehicles that will be at the premises at the same time on an average day of full use. Loading spaces shall:
  - a. Be provided as area additional to off-street parking space and shall not be considered as supplying off-street parking space.
  - b. Not interfere with fire access.
  - c. Provide adequate space for standing, loading, and unloading services and be not less than twelve (12) feet in width, twenty-five (25) feet in length, and fourteen (14) feet in height, open or enclosed, for similar uses similarly involving the receipt or distribution by vehicles of materials or merchandise.
  - d. Have access provided as directly as possible from a public street or alley and be arranged so as to provide sufficient off-street maneuvering space.
11. Joint Use of Parking Areas: The joint use of parking facilities by two or more uses may be allowed whenever such use is practical and satisfactory to each of the uses intended to be served, and when all requirements for location, design, and construction are met.

- a. Computing Capacities: In computing capacities of any joint use, the total space requirement is the sum of the individual requirements that will occur at the same time each day. If space requirements for individual uses occur at distinctly different times, the total of such off-street parking facilities required for joint or collective use may be reduced by the Planning Commission below the same total of the individual space requirements.
  - b. Record of Agreement: A copy of an agreement between joint users shall be provided to the City. The agreement shall include provisions which assure continued long-term use and maintenance of the parking facility by each party, and their successors in interest, including owners and occupants of the premises which are served by the parking facility.
12. Dimensional Requirements: Each parking space shall be a minimum of eight (8) feet wide by eighteen (18) feet long. Maneuvering isles shall be a minimum of twelve (12) feet wide for one-way traffic and twenty-two (22) feet for two-way traffic. Excessively wide isles shall not be permitted.
13. Downtown Parking Overlay District: *A downtown parking overlay district is hereby created as outlined in Figure 23-2. Within said overlay area is permitted the following: [amended 2/03]*
- a. *In the downtown parking overlay district only, all land uses, except residential, may use on-street parking for up to thirty percent (30%) of their required parking area.*
  - b. *In the downtown parking overlay district, shared parking agreements are encouraged. Parking areas for other than single or two-family residential uses may be located up to 1,000 feet from the building they are intended to serve and may be provided in any zoning district except the R-1 district.*
14. *In all areas except for the downtown parking overlay district, off-street parking for nonresidential uses shall be either on the same property or on a property zoned to permit parking areas. The parking area shall be within three hundred (300) feet of the building it is intended to serve, measured from the nearest point of the building to the nearest point of the off-street parking lot. [amended 2/03]*

**Date:** April 9, 2003 2003-35 d)  
**To:** Honorable Mayor and City Commissioners  
**From:** Ric Scott   
**RE:** Great Lakes Marina Property Purchase

---

**SUMMARY OF REQUEST:**

To authorize the purchase of Lakeshore Trail property  
from Great Lakes Marina

**FINANCIAL IMPACT:**

\$57,000

**BUDGET ACTION REQUIRED:**

None, money to come from the Golf Course Fund

**STAFF RECOMMENDATION:**

Approve

**COMMITTEE RECOMMENDATION:**

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

Assessor  
231/724-6708  
FAX/726-5181

Cemetery  
231/724-6783  
FAX/726-5617

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

Clerk  
231/724-6705  
FAX/724-4178

Comm. & Neigh.  
Services  
231/724-6717  
FAX/726-2501

Engineering  
231/724-6707  
FAX/727-6904

Finance  
231/724-6713  
FAX/724-6768

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

Income Tax  
231/724-6770  
FAX/724-6768

Info. Systems  
231/724-6744  
FAX/722-4301

Leisure Service  
231/724-6704  
FAX/724-1196

Manager's Office  
231/724-6724  
FAX/722-1214

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

Inspection Services  
231/724-6715  
FAX/726-2501

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

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

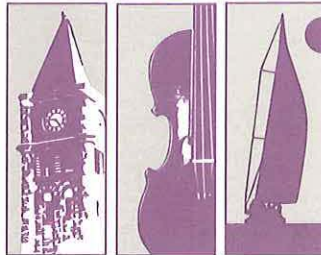
Public Works  
231/724-4100  
FAX/722-4188

Treasurer  
231/724-6720  
FAX/724-6768

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

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

# MUSKEGON



West Michigan's Shoreline City

**Date:** April 9, 2003

**To:** Honorable Mayor and City Commissioners

**From:** Ric Scott *[Signature]*

**Re:** Great Lakes Marina Property Purchase

Attached is a purchase agreement with Great Lakes Marina for the purchase of property from Great Lakes Marina for the Lakeshore Trail, phase I. The price is \$57,000, which is the appraised value of the land.

I would ask that the Mayor and Clerk be authorized to sign the purchase agreement and that staff be authorized to finalize the purchase of the property.

Thank you for your consideration.

**REAL ESTATE PURCHASE AGREEMENT**

THIS AGREEMENT is made April 22, 2003, by and between **GREAT LAKES MARINA & STORAGE, L.L.C.**, a Michigan limited liability company, of 1920 Lakeshore Drive, Muskegon, Michigan 49441 ("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 ("Premises") specifically described as:

That part of Block 596 of the Revised Plat of 1903, City of Muskegon, described as commencing at the Southeast corner of Block 595 as the point of beginning; thence Southwesterly along a curve to the right 49.77 feet (2850.00 foot radius, chord bearing South 63°36'10" West 49.77 feet); thence South 64°06'10" West 895.53 feet; thence along a curve to the right 731.50 feet (25,756.58 foot radius, chord bearing South 64°55'00" West 731.48 feet); thence along a curve to the right 5.11 feet (3054.53 foot radius, chord bearing South 65°15'45" West 5.11 feet); thence North 24°00'10" West 24.00 feet; thence along a curve to the left 5.00 feet (3030.53 foot radius, chord bearing North 65°15'43" East 5.00 feet); thence along a curve to the left 307.41 feet (25,732.58 foot radius, chord bearing North 65°23'17" East 307.41 feet); thence North 25°28'05" West 4.00 feet; thence along a curve to the left 423.38 feet (25,729.58 foot radius, chord bearing North 64°34'28" East 423.38 feet); thence North 64°06'10" East 895.53 feet; thence along a curve to the left 63.49 feet (2822.00 foot radius, chord bearing North 63°36'10" East 63.49 feet); thence South 00°06'10" West 31.29 feet to the point of beginning.

subject to the reservations, restrictions and easements of record, provided said reservations, restrictions and easements of record are acceptable to Buyer 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-seven Thousand Dollars (\$57,000), payable in cash or by City check to Seller at closing.

3. **Taxes and Assessments.** All taxes and assessments which are due and payable at the time of closing shall be paid by 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 2002, including those billed on December 1, 2002, and Buyer shall reimburse Seller for a prorated portion of the said December 2002 tax bill, which shall be prorated prospectively in accordance with MCL 211.2 (3).

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

5. **Personal Property and Fixtures.** All personal property and fixtures which Seller wishes to remove shall be removed on or before closing. Any personal property which is left on the Premises shall be the property of Buyer who may dispose of same.

6. **Survey.** Buyer has obtained a survey and is satisfied with same, provided no change has been made to the property since the date of the survey.

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

a. To the best of Seller's knowledge, the Premises have been used and operated by Seller's 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. To the best of Seller's knowledge, the Premises do 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.** 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. 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. **Fences.** At the time it installs the trail, Buyer shall construct and maintain a fence along the trail on the property conveyed pursuant to this Agreement, the said fence to be constructed between the trail and the marina.

10. **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.

11. **Closing.** The closing date of this sale shall be on or before June 1, 2003, ("closing"). The closing shall be conducted at Transnation Title Company, Muskegon, Michigan. If necessary, 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 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 and convey marketable title to the extent required by this Agreement or by the title insurance company. Buyer shall pay for the cost of recording the warranty deed to be delivered at closing and the title company fees for closing.

16. **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:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

SELLER: GREAT LAKES MARINA &  
STORAGE, L.L.C.

TID Number: \_\_\_\_\_

By \_\_\_\_\_

Its \_\_\_\_\_

By \_\_\_\_\_

Its \_\_\_\_\_

*[Handwritten signatures and initials over the Seller section]*

Irene Dempsey  
Irene Dempsey

Linda Potter  
Linda Potter

BUYER: CITY OF MUSKEGON

By Stephen J. Warmington  
Mayor

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

Drafted by:  
PARMENTER O'TOOLE  
BY: John C. Schrier

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

2003-35 B)

**Date:** April 15, 2003  
**To:** Honorable Mayor and City Commissioners  
**From:** Ric Scott *RS*  
**RE:** Great Lakes Naval Museum Request

---

**SUMMARY OF REQUEST:**

The Great Lakes Naval Memorial and Museum is requesting that the City allow them to apply for a Coastal Management grant for the construction of a picnic shelter on the city's property along the channel and have appropriate paved parking.

**FINANCIAL IMPACT:**

None

**BUDGET ACTION REQUIRED:**

None

**STAFF RECOMMENDATION:**

Approve

**COMMITTEE RECOMMENDATION:**

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

Assessor  
231/724-6708  
FAX/726-5181

Cemetery  
231/724-6783  
FAX/726-5617

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

Clerk  
231/724-6705  
FAX/724-4178

Comm. & Neigh.  
Services  
231/724-6717  
FAX/726-2501

Engineering  
231/724-6707  
FAX/727-6904

Finance  
231/724-6713  
FAX/724-6768

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

Income Tax  
231/724-6770  
FAX/724-6768

Info. Systems  
231/724-6744  
FAX/722-4301

Leisure Service  
231/724-6704  
FAX/724-1196

Manager's Office  
231/724-6724  
FAX/722-1214

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

Inspection Services  
231/724-6715  
FAX/726-2501

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

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

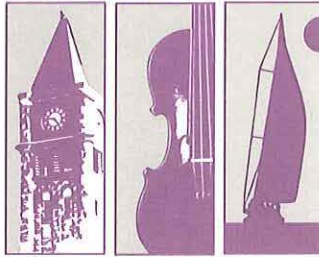
Public Works  
231/724-4100  
FAX/722-4188

Treasurer  
231/724-6720  
FAX/724-6768

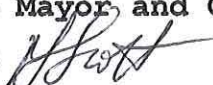
Water Billing Dept.  
231/724-6718  
FAX/724-6768

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

# MUSKEGON



West Michigan's Shoreline City

**Date:** April 15, 2003  
**To:** Honorable Mayor and City Commissioners  
**From:** Ric Scott   
**Re:** Great Lakes Naval Museum Request

Attached is a letter from George Micka of the Great Lakes Naval Memorial and Museum requesting the City's authorization to submit a grant application to the Coastal Management program to construct a picnic shelter on city property where the Museum is located. They would also provide paved parking and handicapped accessibility as a part of the project.

While this is city owned property, it is not considered park property.

Staff would recommend approval of the request.

Thank you for your consideration.

# **Great Lakes Naval Memorial and Museum**

**1346 Bluff**

**Muskegon MI 49441**

**231-755-1230 Phone**

**231-755-5883 Fax**

Proposed Picnic/Event Shelter at U.S.S. Silversides

April 14, 2003

The Great Lakes Naval Memorial and Museum proposes to construct a rectangular picnic and event shelter at the museum's Muskegon channel location. The City of Muskegon owns the property at the site.

The purpose of the shelter would be to accommodate the museum's 30,000 annual visitors by providing a facility for meetings and group events, and provide shelter during inclement weather during the Memorial Day Spectacular event. The facility would be open to the public, and open to groups by reservation. There would be no charge for the general public and school groups to use the facility. Fees would be charged for reunions, receptions, and other large events to cover the cost of cleaning and maintaining the facility and grounds. The proposed shelter would be forty feet in width and eighty feet in length, consist of a steel roof, steel pillars, and laminated wood columns, and would be able to accommodate over 200 visitors. Event visitor numbers will vary based upon the space needed for staging, beverage, food service, etc.

The project will also include construction of a new parking area for 20 cars, paving an existing gravel parking area for 15 cars (35 paved parking spaces total), installation of concrete sidewalks, and purchase of 50 picnic tables. At this time temporary event lighting will be used for events, with a permanent electrical lighting system installation under future consideration.

Cost of the project is estimated at \$90,000, with \$35,000 for materials, \$25,000 for labor/installation, \$25,000 for asphalt paving and concrete sidewalks, and \$5,000 for picnic tables. Sufficient asphalt handicap parking spaces would be designated in accordance with applicable regulations. Parking will also be available at city parking lots along the Muskegon Channel and Margaret Drake Elliot Park, with overflow event parking on the grass adjacent to the shelter. Public restroom facilities are available at Margaret Drake Elliot Park, and portable restroom facilities will be provided. A handicap-accessible restroom is available inside the museum gift shop.

The picnic and event shelter and related parking facilities will be fully utilized. The public will have access to the facilities during the day, and museum overnight groups will utilize them during evening, night and morning hours. Funding for the project will be provided by a Michigan Department of Environmental Quality Coastal Zone Management Grant (if awarded) and by the Great Lakes Naval Memorial Museum.

The Michigan Department of Environmental Quality, Coastal Zone Management Program will only fund construction projects on municipal property, with a municipal applicant. The application requires a resolution from the City of Muskegon for funding consideration.

Thank you for your consideration. Please contact George P. Micka IV for more information, at 231-755-8755.

Sincerely,

A handwritten signature in cursive script, appearing to read "George P. Micka IV".

George P. Micka IV  
Program Facilitator, GLNMM

## **The Great Lakes Naval Memorial and Museum**

**1346 Bluff**

**Muskegon MI 49441**

**231-755-1230 Phone**

**231-755-5883 Fax**

Mr. Ric Scott  
Director  
Department of Leisure Services  
Muskegon, Michigan 49443

April 14, 2003

Dear Mr. Ric Scott:

The Great Lakes Naval Memorial and Museum supports the City of Muskegon's grant application for \$45,000, from the Michigan Department of Environmental Quality, Coastal Zone Management Program.

The funding (if awarded) will be used to construct a 40' x 80' picnic shelter at the Great Lakes Naval Memorial and Museum site at the Muskegon Channel. The funding will also provide for installation of concrete flooring and connecting sidewalks, construct a new parking lot for 20 cars, pave an existing gravel parking area for 15 cars, and provide 50 picnic tables. The new facility will be able to accommodate groups of 200 or more, and provide shelter during special events. The museum currently receives over 30,000 annual visitors.

The Great Lakes Naval Memorial and Museum offers youth overnight educational programs year-round. The picnic shelter will provide a facility where youth groups can meet during their stay at the museum. The parking and walkway improvements will meet regulatory requirements, provide handicap accessibility, and improve public access to the museum.

The Great Lakes Naval Memorial and Museum agrees to provide the required matching funds for the project, obtain the necessary permits and approvals, meet applicable regulatory requirements, and maintain the facilities.

Please contact me if I can be of any assistance.

Sincerely,

Robert G. Morin, Sr.  
Chairman & Director, Great Lakes Naval Memorial and Museum

2003-35 g)

**Date: April 22, 2003**  
**To: Honorable Mayor and City Commissioners**  
**From: Water Filtration Plant**  
**RE: 2003 Water Treatment Chemical Bids**

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**SUMMARY OF REQUEST:**

Recommend endorsement of lowest responsible bidders to supply aluminum sulfate, sodium hypochlorite, and fluoride for the Water Filtration Plant

**FINANCIAL IMPACT:**

Annual cost of \$70,975.00 (based on average annual water pumped to mains).

**BUDGET ACTION REQUIRED:**

None at this time. These chemicals are budgeted annually.

**STAFF RECOMMENDATION:**

Staff recommends the Mayor and City Commission endorse the contract renewals and enter into contracts with General Chemical, Alexander Chemical, and Lucier Chemical for aluminum sulfate, sodium hypochlorite, and fluoride respectively.

**COMMITTEE RECOMMENDATION**

## MEMORANDUM

4/14/03

TO: R. KUHN, DPW

FROM: R. VENEKLASEN, WFP

RE: CHEMICAL BIDS – WATER FILTRATION PLANT

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### **BACKGROUND**

In 1996 the Water Filtration Plant began the process of competitively bidding water treatment chemicals jointly with the Cities of Grand Haven, Grand Rapids, Wyoming and Holland. The original bids (1996) allowed for mutually agreed upon annual contract renewal. Subsequent bids have also allowed for contract renewal in two or three year intervals.

### **HISTORICAL CHEMICAL COSTS**

This process worked in the City's favor as the costs for treatment chemicals over the past four years have remained low. This is best indicated in the following table:

| YEAR | ALUMINUM SULFATE | CHLORINE          | FLUORIDE |
|------|------------------|-------------------|----------|
| 1992 | \$143.00         | \$235.00          | \$150.88 |
| 1993 | 138.92           | 375.00            | 153.00   |
| 1994 | 136.89           | 375.00            | 165.00   |
| 1995 | 136.80           | 360.00            | 153.50   |
| 1996 | 136.29 (6 mos.)  | 395.00            | 138.80   |
| 1997 | 125.00           | 332.00            | 129.00   |
| 1998 | 125.00           | 332.00 (7 months) | 129.00   |
| 1999 | 125.00           | 107.67            | 141.50   |
| 2000 | 136.50           | 107.67            | 141.50   |
| 2001 | 136.50           | 107.20            | 145.00   |
| 2002 | 136.50           | 107.20            | 142.30   |

NOTE: Began use of Sodium Hypochlorite as disinfectant in 1998.

In January of 1998 joint bids were released for Sodium Hypochlorite with the Cities of Wyoming and Holland. Again the process was successful and a favorable cost was obtained for the Hypochlorite.

The historical annual average chemical usage in tons, based on average pumpage is:

| CHEMICAL            | TONS |
|---------------------|------|
| Aluminum Sulfate    | 210  |
| Sodium Hypochlorite | 300  |
| Fluoride            | 70   |

### **CHEMICAL BIDDING FOR 2002**

2000 was the first year, of three years possible, for bids for Sodium Hypochlorite. Aluminum Sulfate and Fluoride were bid this year due to contract expiration.

The Sodium Hypochlorite supplier, Alexander Chemical, Inc. will hold the current price of \$107.20 per ton as allowed in the contract extension. Aluminum Sulfate and Fluoride were jointly bid for 2002, with the following results:

**HYDROFLUOROSILICIC ACID (FLUORIDE)**

| SUPPLIER     | YEAR | G. RAPIDS | WM COOP  |
|--------------|------|-----------|----------|
| Lucier (LCI) | 2002 | \$142.30  | \$142.30 |
|              | 2003 | 142.30    | 142.30   |
|              | 2004 | 146.30    | 146.30   |
| Pescod       | 2002 | \$148.00  | \$148.00 |
|              | 2003 | 149.50    | 149.50   |
|              | 2004 | 151.00    | 151.00   |
| Solvay       | 2002 | \$160.00  | \$160.00 |
|              | 2003 | 160.00    | 160.00   |
|              | 2004 | 160.00    | 160.00   |

**ALUMINUM SULFATE**

| SUPPLIER              | YEAR | G. RAPIDS    | WM COOP      |
|-----------------------|------|--------------|--------------|
| General Chemical      | 2002 | \$136.50     | \$136.50     |
|                       | 2003 | 136.50       | 136.50       |
|                       | 2004 | 3% max. cap. | 3% max. cap. |
| US Aluminate Co. Inc. | 2002 | \$145.50     | \$145.50     |
|                       | 2003 | 145.50       | 145.50       |
|                       | 2004 | 145.50       | 145.50       |

The results display that Lucier Chemical is the low fluoride bidder for the cooperative joint purchasing group at a cost of \$142.30 per Ton for year one of the three-year period. The results also display that General Chemical is the low aluminum sulfate bidder at a cost of \$136.50 per Ton for year one of the three-year period.

**SUMMARY**

All three chemical suppliers have elected to extend the current pricing for 2003. The joint cooperative chemical bid extensions for 2003 are as follows:

| CHEMICAL            | SUPPLIER           | COST     |
|---------------------|--------------------|----------|
| Aluminum Sulfate    | General Chemical   | \$136.50 |
| Sodium Hypochlorite | Alexander Chemical | \$107.20 |
| Fluoride            | Lucier Chemical    | \$142.30 |

\*The prices are "per ton" FOB each location.

**RECOMMENDATION**

It is my recommendation that the Mayor and City Commission endorse the contract extensions received, with the joint purchase approach, for aluminum sulfate, fluorosilicic acid; and sodium hypochlorite.

**Date:** 04/07/03

2003-35 h)

**To:** Honorable Mayor and City Commission

**From:** Brett Kraley, Equipment Supervisor DPW

**RE:** Utility Boxes

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SUMMARY OF REQUEST: Approval to purchase 4 truck utility boxes.

FINANCIAL IMPACT: Total Cost \$12,828.00

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: Approve purchase of four utility boxes from Truck & Trailer Specialties.

# Memorandum

**To:** Robert Kuhn

**From:** Brett Kraley

**Date:** 04/11/03

**Re:** Utility Boxes

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The Equipment Division has ordered the replacement trucks that are going to be used as construction in the water department. The water department has requested that these trucks be equipped with utility boxes for tools and parts storage. This is the standard set-up for our construction trucks and was budgeted for. When we ordered the trucks, we opted to delete the standard boxes, which saved us over \$2000.00.

We currently have boxes from the top manufactures and after comparing cost and quality we decided on the Rawson-Koenig boxes. Truck & Trailer Specialties are the area sales representatives for Rawson-Koenig.

In accordance with established purchasing policy, I am requesting permission to purchase four utility boxes from Truck & Trailer Specialties.



[illegible]

2003-35 i)

Date: April 22, 2003  
To: Honorable Mayor and City Commissioners  
From: Engineering  
RE: Consideration of Bids  
Clifford, Lakeshore Dr. to Miner

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#### SUMMARY OF REQUEST:

The construction of Clifford, Lakeshore Dr. to Miner using concrete surface (Alternate Bid) contract be awarded to Dan Hoe Excavating of Holland. Dan Hoe was the lowest, see attached bid tabulation, responsible bidder with a bid price of \$125,695.00.

#### FINANCIAL IMPACT:

The construction cost of \$125,695.00 plus related engineering expenses.

#### BUDGET ACTION REQUIRED:

None.

#### STAFF RECOMMENDATION:

Award the contract to Dan Hoe with alternate bid.

#### COMMITTEE RECOMMENDATION:

**BID TABULATION**  
**CLIFFORD ST from Miner Ave to Lakeshore Drive, H-1558**  
**04/08/03**

|              |                                              | CONTRACTOR NAME |         | NORTH RIVER EXC     |                     | WADEL STABILIZATION |                     | FELCO CONTRACTORS  |                     | RINCE BRIDGE & MARIN  |                     | DAN HOE EXC       |                     |
|--------------|----------------------------------------------|-----------------|---------|---------------------|---------------------|---------------------|---------------------|--------------------|---------------------|-----------------------|---------------------|-------------------|---------------------|
|              |                                              | ADDRESS         |         | 9918 NORTH RIVER RD |                     | 2500 OCEANA DR      |                     | 874 PULASKI AVE    |                     | PO BOX 510            |                     | 13664 ROCKY'S RD  |                     |
|              |                                              | CITY/ST/ZIP     |         | NEWAYGO, MI 48337   |                     | HART, MI 49420-8116 |                     | MUSKEGON, MI 49441 |                     | GRAND HAVEN, MI 49417 |                     | HOLLAND, MI 49424 |                     |
|              | DESCRIPTION                                  | QUANTIT         | UNIT    | UNIT PRICE          | AMOUNT              | UNIT PRIC           | AMOUNT              | UNIT PRICE         | AMOUNT              | UNIT PRICE            | AMOUNT              | UNIT PRICE        | AMOUNT              |
| 1            | ADJUST MANHOLE CASTING                       | 5               | EACH    | \$350.00            | \$1,750.00          | \$450.00            | \$2,250.00          | \$400.00           | \$2,000.00          | \$300.00              | \$1,500.00          | \$325.00          | \$1,625.00          |
| 2            | AGGREGATE BASE COURSE 22A @ 6" C.I.P.        | 1210            | SQ.YD.  | \$5.50              | \$6,655.00          | \$5.50              | \$6,655.00          | \$7.00             | \$8,470.00          | \$7.50                | \$9,075.00          | \$5.50            | \$6,655.00          |
| 3            | AGGREGATE BASE COURSE 22A @ 8" C.I.P.        | 70              | SQ.YD.  | \$6.00              | \$420.00            | \$6.50              | \$455.00            | \$8.00             | \$560.00            | \$10.00               | \$700.00            | \$7.50            | \$525.00            |
| 4            | BEND 8" DCI MJ 45 DEGREE                     | 2               | EACH    | \$285.00            | \$570.00            | \$225.00            | \$450.00            | \$240.00           | \$480.00            | \$250.00              | \$500.00            | \$250.00          | \$500.00            |
| 5            | BIT. LEVELING MIX 3C @ 165#/S.Y.             | 120             | TON     | \$57.46             | \$6,895.20          | \$52.24             | \$6,268.80          | \$55.00            | \$6,600.00          | \$52.25               | \$6,270.00          | \$52.25           | \$6,270.00          |
| 6            | BIT. TOP MIX 4C @ 165#/S.Y.                  | 120             | TON     | \$63.71             | \$7,645.20          | \$57.92             | \$6,950.40          | \$65.00            | \$7,800.00          | \$57.95               | \$6,954.00          | \$58.00           | \$6,960.00          |
| 7            | CAP 6" DCI MJ                                | 3               | EACH    | \$300.00            | \$900.00            | \$750.00            | \$2,250.00          | \$225.00           | \$675.00            | \$125.00              | \$375.00            | \$125.00          | \$375.00            |
| 8            | CEMENT                                       | 1               | TON     | \$165.00            | \$165.00            | \$150.00            | \$150.00            | \$300.00           | \$300.00            | \$100.00              | \$100.00            | \$150.00          | \$150.00            |
| 9            | CONC. CURB & GUTTER, STANDARD DETAIL 3       | 1140            | LN. FT. | \$8.25              | \$9,405.00          | \$11.00             | \$12,540.00         | \$10.00            | \$11,400.00         | \$8.75                | \$9,975.00          | \$8.25            | \$9,405.00          |
| 10           | CONC. DRIVE APPROACH 6" STD.                 | 100             | SQ.YD.  | \$29.70             | \$2,970.00          | \$40.00             | \$4,000.00          | \$28.00            | \$2,800.00          | \$24.00               | \$2,400.00          | \$33.00           | \$3,300.00          |
| 11           | CONC. SIDEWALK 4"                            | 2000            | SQ.FT.  | \$2.75              | \$5,500.00          | \$3.50              | \$7,000.00          | \$2.75             | \$5,500.00          | \$2.30                | \$4,600.00          | \$3.00            | \$6,000.00          |
| 12           | CORPORATION STOP, 1" MUELER 15000 OR EQUAL   | 10              | EACH    | \$275.00            | \$2,750.00          | \$750.00            | \$7,500.00          | \$380.00           | \$3,800.00          | \$270.00              | \$2,700.00          | \$500.00          | \$5,000.00          |
| 13           | CURB STOP & BOX, 1" MUELLER 15150 OR EQUAL   | 3               | EACH    | \$130.00            | \$390.00            | \$450.00            | \$1,350.00          | \$400.00           | \$1,200.00          | \$320.00              | \$960.00            | \$500.00          | \$1,500.00          |
| 14           | HYDRANT, STANDARD                            | 2               | EACH    | \$1,550.00          | \$3,100.00          | \$1,550.00          | \$3,100.00          | \$2,000.00         | \$4,000.00          | \$1,500.00            | \$3,000.00          | \$1,500.00        | \$3,000.00          |
| 15           | MACHINE GRADING                              | 5.9             | STA.    | \$4,000.00          | \$23,600.00         | \$1,500.00          | \$8,850.00          | \$3,200.00         | \$18,880.00         | \$330.00              | \$1,947.00          | \$2,450.00        | \$14,455.00         |
| 16           | MANHOLE CASTING E.J.#1000 OR EQUAL           | 3               | EACH    | \$500.00            | \$1,500.00          | \$650.00            | \$1,950.00          | \$775.00           | \$2,325.00          | \$700.00              | \$2,100.00          | \$350.00          | \$1,050.00          |
| 17           | REDUCER 8" X 6" DCI MJ                       | 1               | EACH    | \$250.00            | \$250.00            | \$200.00            | \$200.00            | \$190.00           | \$190.00            | \$225.00              | \$225.00            | \$175.00          | \$175.00            |
| 18           | REMOVING BIT SURFACE                         | 620             | SQ.YD.  | \$5.00              | \$3,100.00          | \$6.00              | \$3,720.00          | \$8.00             | \$4,960.00          | \$6.50                | \$4,030.00          | \$3.50            | \$2,170.00          |
| 19           | REMOVING CONC. CURB & GUTTER                 | 100             | LFT     | \$6.00              | \$600.00            | \$6.00              | \$600.00            | \$7.00             | \$700.00            | \$4.50                | \$450.00            | \$4.00            | \$400.00            |
| 20           | REMOVING CONC. DRIVE APPROACH                | 30              | SQ.YD.  | \$7.00              | \$210.00            | \$6.00              | \$180.00            | \$19.00            | \$570.00            | \$6.00                | \$180.00            | \$7.00            | \$210.00            |
| 21           | REMOVING CONC. SIDEWALK                      | 1900            | SQ.FT.  | \$1.00              | \$1,900.00          | \$0.75              | \$1,425.00          | \$7.00             | \$13,300.00         | \$2.50                | \$4,750.00          | \$0.65            | \$1,235.00          |
| 22           | REMOVING PAVEMENT, 9" BIT                    | 70              | SQ.YD.  | \$10.00             | \$700.00            | \$10.00             | \$700.00            | \$21.00            | \$1,470.00          | \$7.00                | \$490.00            | \$8.00            | \$560.00            |
| 23           | REMOVING STUMP, 19" - 36"                    | 1               | EACH    | \$75.00             | \$75.00             | \$500.00            | \$500.00            | \$2,000.00         | \$2,000.00          | \$200.00              | \$200.00            | \$125.00          | \$125.00            |
| 24           | REMOVING TREES 8" TO 12"                     | 1               | EACH    | \$50.00             | \$50.00             | \$300.00            | \$300.00            | \$800.00           | \$800.00            | \$200.00              | \$200.00            | \$250.00          | \$250.00            |
| 25           | REMOVING TREES 13" TO 24"                    | 1               | EACH    | \$500.00            | \$500.00            | \$500.00            | \$500.00            | \$1,200.00         | \$1,200.00          | \$300.00              | \$300.00            | \$450.00          | \$450.00            |
| 26           | RETAINING WALL DETAIL                        | 60              | SFT     | \$300.00            | \$18,000.00         | \$30.00             | \$1,800.00          | \$50.00            | \$3,000.00          | \$40.00               | \$2,400.00          | \$22.00           | \$1,320.00          |
| 27           | SANITARY SEWER REPAIR 10" SDR 35 W/ FITTINGS | 10              | LN. FT. | \$3,000.00          | \$30,000.00         | \$200.00            | \$2,000.00          | \$54.00            | \$540.00            | \$100.00              | \$1,000.00          | \$125.00          | \$1,250.00          |
| 28           | SLEEVE LONG 8" DCI MJ                        | 2               | EACH    | \$350.00            | \$700.00            | \$1,200.00          | \$2,400.00          | \$350.00           | \$700.00            | \$220.00              | \$440.00            | \$200.00          | \$400.00            |
| 29           | TAPPING SLEEVE & VALVE 6" X 6" WITH BOX      | 1               | EACH    | \$4,000.00          | \$4,000.00          | \$2,750.00          | \$2,750.00          | \$2,200.00         | \$2,200.00          | \$1,850.00            | \$1,850.00          | \$1,500.00        | \$1,500.00          |
| 30           | TAPPING SLEEVE & VALVE 24" X 8" WITH BOX     | 1               | EACH    | \$7,500.00          | \$7,500.00          | \$3,500.00          | \$3,500.00          | \$3,400.00         | \$3,400.00          | \$3,500.00            | \$3,500.00          | \$3,000.00        | \$3,000.00          |
| 31           | TEE 8" X 8" X 6" DCI MJ                      | 2               | EACH    | \$400.00            | \$800.00            | \$350.00            | \$700.00            | \$400.00           | \$800.00            | \$400.00              | \$800.00            | \$250.00          | \$500.00            |
| 32           | TERRACE GRADING                              | 590             | LN. FT. | \$18.00             | \$10,620.00         | \$10.00             | \$5,900.00          | \$23.00            | \$13,570.00         | \$15.00               | \$8,850.00          | \$10.00           | \$5,900.00          |
| 33           | TRAFFIC CONTROL                              | 1               | LUMP    | \$13,500.00         | \$13,500.00         | \$3,500.00          | \$3,500.00          | \$5,000.00         | \$5,000.00          | \$3,500.00            | \$3,500.00          | \$2,500.00        | \$2,500.00          |
| 34           | TRENCH REPAIR LOCAL STREET TYPE III          | 25              | LFT     | \$300.00            | \$7,500.00          | \$150.00            | \$3,750.00          | \$70.00            | \$1,750.00          | \$310.00              | \$7,750.00          | \$80.00           | \$2,000.00          |
| 35           | VALVE 6" GATE MJ WITH BOX                    | 2               | EACH    | \$700.00            | \$1,400.00          | \$850.00            | \$1,700.00          | \$900.00           | \$1,800.00          | \$875.00              | \$1,750.00          | \$450.00          | \$900.00            |
| 36           | WATER MAIN 6" DCI CL 52                      | 30              | LN. FT. | \$28.00             | \$840.00            | \$50.00             | \$1,500.00          | \$32.00            | \$960.00            | \$28.00               | \$840.00            | \$24.00           | \$720.00            |
| 37           | WATER MAIN 8" DCI CL 52                      | 600             | LN. FT. | \$30.00             | \$18,000.00         | \$34.00             | \$20,400.00         | \$43.00            | \$25,800.00         | \$28.00               | \$16,800.00         | \$30.00           | \$18,000.00         |
| 38           | WATER MEETER PIT, COMPLETE                   | 5               | EACH    | \$500.00            | \$2,500.00          | \$500.00            | \$2,500.00          | \$790.00           | \$3,950.00          | \$1,500.00            | \$7,500.00          | \$950.00          | \$4,750.00          |
| 39           | WATER SERVICE 1" TYPE "K" COPPER             | 200             | LN. FT. | \$13.00             | \$2,600.00          | \$4.00              | \$800.00            | \$23.00            | \$4,600.00          | \$28.00               | \$5,600.00          | \$15.00           | \$3,000.00          |
| <b>TOTAL</b> |                                              |                 |         |                     | <b>\$199,560.40</b> |                     | <b>\$133,044.20</b> |                    | <b>\$170,050.00</b> |                       | <b>\$126,561.00</b> |                   | <b>\$118,085.00</b> |

**BID TABULATION - ALTERNATE**

|                                       |                                               |         |         | \$199,560.40 |                     | \$133,044.20 |                     | \$170,050.00 |                     | \$126,561.00 |                     | \$118,085.00 |                     |
|---------------------------------------|-----------------------------------------------|---------|---------|--------------|---------------------|--------------|---------------------|--------------|---------------------|--------------|---------------------|--------------|---------------------|
|                                       | DESCRIPTION                                   | QUANTIT | UNIT    | UNIT PRICE   | AMOUNT              | UNIT PRIC    | AMOUNT              | UNIT PRICE   | AMOUNT              | UNIT PRICE   | AMOUNT              | UNIT PRICE   | AMOUNT              |
| <b>DELETE THE FOLLOWING BID ITEMS</b> |                                               |         |         |              |                     |              |                     |              |                     |              |                     |              |                     |
| 1                                     | AGGREGATE BASE COURSE 22A @ 6" C.I.P.         | -1210   | SQ. YD. | \$5.50       | -\$6,655.00         | \$5.50       | -\$6,655.00         | \$7.00       | -\$8,470.00         | \$7.50       | -\$9,075.00         | \$5.50       | -\$6,655.00         |
| 2                                     | BIT. LEVELING MIX 3C @ 165#/S.Y.              | -120    | TON     | \$57.46      | -\$6,895.20         | \$52.24      | -\$6,268.80         | \$55.00      | -\$6,600.00         | \$52.25      | -\$6,270.00         | \$52.25      | -\$6,270.00         |
| 3                                     | BIT. TOP MIX 4C @ 165#/S.Y.                   | -120    | TON     | \$63.71      | -\$7,645.20         | \$57.92      | -\$6,950.40         | \$65.00      | -\$7,800.00         | \$57.95      | -\$6,954.00         | \$58.00      | -\$6,960.00         |
| 4                                     | CONC CURB & GUTTER STD DET 3                  | -1140   | LN. FT. | \$8.25       | -\$9,405.00         | \$11.00      | -\$12,540.00        | \$10.00      | -\$11,400.00        | \$8.75       | -\$9,975.00         | \$8.50       | -\$9,890.00         |
| 5                                     | MACHINE GRADING                               | -5.9    | STA     | \$4,000.00   | -\$23,600.00        | \$1,500.00   | -\$8,850.00         | \$3,200.00   | -\$18,880.00        | \$330.00     | -\$1,947.00         | \$2,450.00   | -\$14,455.00        |
| <b>ADD THE FOLLOWING BID ITEMS</b>    |                                               |         |         |              |                     |              |                     |              |                     |              |                     |              |                     |
| 6                                     | AGGEGATE BASE COURSE 22A @ 6" CIP             | 5       | SQ. YD. | \$10.00      | \$50.00             | \$100.00     | \$500.00            | \$12.00      | \$60.00             | \$20.00      | \$100.00            | \$35.00      | \$175.00            |
| 7                                     | BIT LEVEL MIX 3C @ 165 #/SYD                  | 10      | TON     | \$66.00      | \$660.00            | \$75.00      | \$750.00            | \$70.00      | \$700.00            | \$60.00      | \$600.00            | \$60.00      | \$600.00            |
| 8                                     | BIT LEVEL MIX 4C @ 165 #/SYD                  | 10      | TON     | \$71.50      | \$715.00            | \$85.00      | \$850.00            | \$75.00      | \$750.00            | \$65.00      | \$650.00            | \$65.00      | \$650.00            |
| 9                                     | CONC CURB & GUTTER STD DET 1                  | 50      | LN. FT. | \$10.00      | \$500.00            | \$20.00      | \$1,000.00          | \$14.00      | \$700.00            | \$20.00      | \$1,000.00          | \$20.00      | \$1,000.00          |
| 10                                    | CONC PAVEMENT W/CURB STD DET 3, NON REINF, 6" | 1200    | SQ. YD. | \$31.20      | \$37,440.00         | \$40.00      | \$48,000.00         | \$35.65      | \$42,780.00         | \$24.75      | \$29,700.00         | \$27.00      | \$32,400.00         |
| 11                                    | MACHINE GRADING INCLUDING SALV AG BASE 3" CIP | 5.9     | STA     | \$4,000.00   | \$23,600.00         | \$2,000.00   | \$11,800.00         | \$4,000.00   | \$23,600.00         | \$330.00     | \$1,947.00          | \$2,850.00   | \$16,815.00         |
| <b>TOTAL</b>                          |                                               |         |         |              | <b>\$208,325.00</b> |              | <b>\$154,680.00</b> |              | <b>\$185,490.00</b> |              | <b>\$126,337.00</b> |              | <b>\$125,695.00</b> |

# ENGINEER'S ESTIMATE

## CLIFFORD ST from Miner Ave to Lakeshore Drive, H-1558

ENGINEER'S ESTIMATE APRIL 1, 2003

|    | DESCRIPTION                                  | QUANTITY | UNIT     | PRICE      | PRICE        |
|----|----------------------------------------------|----------|----------|------------|--------------|
| 1  | ADJUST MANHOLE CASTING                       | 5        | EACH     | \$400.00   | \$2,000.00   |
| 2  | AGGREGATE BASE COURSE 22A @ 6" C.I.P.        | 1210     | SQ.YD.   | \$5.00     | \$6,050.00   |
| 3  | AGGREGATE BASE COURSE 22A @ 8" C.I.P.        | 70       | SQ.YD.   | \$6.00     | \$420.00     |
| 4  | BEND 8" DCI MJ 45 DEGREE                     | 2        | EACH     | \$150.00   | \$300.00     |
| 5  | BIT. LEVELING MIX 3C @ 165#/S.Y.             | 120      | TON      | \$40.00    | \$4,800.00   |
| 6  | BIT. TOP MIX 4C @ 165#/S.Y.                  | 120      | TON      | \$60.00    | \$7,200.00   |
| 7  | CAP 6" DCI MJ                                | 3        | EACH     | \$100.00   | \$300.00     |
| 8  | CEMENT                                       | 1        | TON      | \$180.00   | \$180.00     |
| 9  | CONC. CURB & GUTTER, STANDARD DETAIL 1       | 1140     | LIN. FT. | \$9.00     | \$10,260.00  |
| 10 | CONC. DRIVE APPROACH 6" STD.                 | 100      | SQ.YD.   | \$28.00    | \$2,800.00   |
| 11 | CONC. SIDEWALK 4"                            | 2000     | SQ.FT.   | \$3.00     | \$6,000.00   |
| 12 | CORPORATION STOP, 1" MUELER 15000 OR EQUAL   | 10       | EACH     | \$200.00   | \$2,000.00   |
| 13 | CURB STOP & BOX, 1" MUELLER 15150 OR EQUAL   | 3        | EACH     | \$300.00   | \$900.00     |
| 14 | HYDRANT, STANDARD                            | 2        | EACH     | \$1,500.00 | \$3,000.00   |
| 15 | MACHINE GRADING                              | 5.9      | STA.     | \$500.00   | \$2,950.00   |
| 16 | MANHOLE CASTING E.J.#1000 OR EQUAL           | 3        | EACH     | \$500.00   | \$1,500.00   |
| 17 | REDUCER 8" X 6" DCI MJ                       | 1        | EACH     | \$200.00   | \$200.00     |
| 18 | REMOVING BIT SURFACE                         | 620      | SQ.YD.   | \$6.00     | \$3,720.00   |
| 19 | REMOVING CONC. CURB & GUTTER                 | 100      | LFT      | \$5.00     | \$500.00     |
| 20 | REMOVING CONC. DRIVE APPROACH                | 30       | SQ.YD.   | \$10.00    | \$300.00     |
| 21 | REMOVING CONC. SIDEWALK                      | 1900     | SQ.FT.   | \$1.00     | \$1,900.00   |
| 22 | REMOVING PAVEMENT, 9" BIT                    | 70       | SQ.YD.   | \$100.00   | \$7,000.00   |
| 23 | REMOVING STUMP, 19" - 36"                    | 1        | EACH     | \$300.00   | \$300.00     |
| 24 | REMOVING TREES 8" TO 12"                     | 1        | EACH     | \$300.00   | \$300.00     |
| 25 | REMOVING TREES 13" TO 24"                    | 1        | EACH     | \$400.00   | \$400.00     |
| 26 | RETAINING WALL DETAIL                        | 60       | SFT      | \$20.00    | \$1,200.00   |
| 27 | SANITARY SEWER REPAIR 10" SDR 35 W/ FITTINGS | 10       | LIN. FT. | \$50.00    | \$500.00     |
| 28 | SLEEVE LONG 8" DCI MJ                        | 2        | EACH     | \$300.00   | \$600.00     |
| 29 | TAPPING SLEEVE & VALVE 6" X 6" WITH BOX      | 1        | EACH     | \$2,500.00 | \$2,500.00   |
| 30 | TAPPING SLEEVE & VALVE 24" X 8" WITH BOX     | 1        | EACH     | \$3,000.00 | \$3,000.00   |
| 31 | TEE 8" X 8" X 6" DCI MJ                      | 2        | EACH     | \$200.00   | \$400.00     |
| 32 | TERRACE GRADING                              | 590      | LIN. FT. | \$10.00    | \$5,900.00   |
| 33 | TRAFFIC CONTROL                              | 1        | LUMP     | \$2,000.00 | \$2,000.00   |
| 34 | TRENCH REPAIR LOCAL STREET TYPE III          | 25       | LFT      | \$100.00   | \$2,500.00   |
| 35 | VALVE 6" GATE MJ WITH BOX                    | 2        | EACH     | \$700.00   | \$1,400.00   |
| 36 | WATER MAIN 6" DCI CL 52                      | 30       | LIN. FT. | \$30.00    | \$900.00     |
| 37 | WATER MAIN 8" DCI CL 52                      | 600      | LIN. FT. | \$40.00    | \$24,000.00  |
| 38 | WATER MEETER PIT, COMPLETE                   | 5        | EACH     | \$900.00   | \$4,500.00   |
| 39 | WATER SERICE 1" TYPE "K" COPPER              | 200      | LIN. FT. | \$300.00   | \$60,000.00  |
|    | TOTAL                                        |          |          |            | \$174,680.00 |

2003-352)

Date: April 22, 2003  
To: Honorable Mayor and City Commissioners  
From: Engineering  
RE: Consideration of Bids  
Washington St., Franklin to Lakeshore Dr.

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#### SUMMARY OF REQUEST:

The reconstruction of Washington St., Franklin to Lakeshore Dr. contract be awarded to Prince Bridge & Marine of Grand Haven. Prince Bridge was the lowest, see attached bid tabulation, responsible bidder with a bid price of \$326,073.26.

#### FINANCIAL IMPACT:

The construction cost of \$326,073.25 plus related engineering expenses.

#### BUDGET ACTION REQUIRED:

None.

#### STAFF RECOMMENDATION:

Award the contract to Prince Bridge & Marine.

#### COMMITTEE RECOMMENDATION:

## 04/08/03

|      |                                                |          | CONTRACTOR NAME |            | NORTH RIVER EXC     |            | WADEL STABILIZATION |            | FELCO CONTRACTORS  |            | RINCE BRIDGE & MARIN  |            | DAN HOE EXC       |            | JACKSON-MERKEY     |  |
|------|------------------------------------------------|----------|-----------------|------------|---------------------|------------|---------------------|------------|--------------------|------------|-----------------------|------------|-------------------|------------|--------------------|--|
|      |                                                |          | ADDRESS         |            | 9918 NORTH RIVER RD |            | 2500 OCEANA DR      |            | 874 PULASKI AVE    |            | PO BOX 510            |            | 13664 ROCKY'S RD  |            | 555 E. WESTERN AVE |  |
|      |                                                |          | CITY/ST/ZIP     |            | NEWAYGO, MI 49337   |            | HART, MI 49420-8116 |            | MUSKEGON, MI 49441 |            | GRAND HAVEN, MI 49417 |            | HOLLAND, MI 49424 |            | MUSKEGON, MI 49441 |  |
| ITEM | DESCRIPTION                                    | QUANTITY | UNIT            | UNIT PRIC  | AMOUNT              | UNIT PRIC  | AMOUNT              | UNIT PRICE | AMOUNT             | UNIT PRICE | AMOUNT                | UNIT PRICE | AMOUNT            | UNIT PRICE | AMOUNT             |  |
| 1    | ADJUST MANHOLE CASTING                         | 1        | EACH            | \$250.00   | \$250.00            | \$400.00   | \$400.00            | \$500.00   | \$500.00           | \$300.00   | \$300.00              | \$275.00   | \$275.00          | \$475.00   | \$475.00           |  |
| 2    | ADJUST CATCH BASIN CASTING                     | 2        | EACH            | \$250.00   | \$500.00            | \$300.00   | \$600.00            | \$450.00   | \$900.00           | \$300.00   | \$600.00              | \$275.00   | \$550.00          | \$400.00   | \$800.00           |  |
| 3    | AGGREGATE BASE COURSE 22A @ 8" C.I.P.          | 4410     | SQ.YD.          | \$6.00     | \$26,460.00         | \$5.50     | \$24,255.00         | \$6.00     | \$26,460.00        | \$6.25     | \$27,562.50           | \$5.50     | \$24,255.00       | \$5.75     | \$25,357.50        |  |
| 4    | BENDS D.C.I. 8" 45° M.J.                       | 14       | EACH            | \$285.00   | \$3,990.00          | \$225.00   | \$3,150.00          | \$280.00   | \$3,920.00         | \$250.00   | \$3,500.00            | \$200.00   | \$2,800.00        | \$280.00   | \$3,920.00         |  |
| 5    | BIT. LEVELING MIX 3C @ 165#/S.Y.               | 390      | TON             | \$43.00    | \$16,770.00         | \$39.10    | \$15,249.00         | \$43.00    | \$16,770.00        | \$39.10    | \$15,249.00           | \$39.09    | \$15,245.10       | \$39.15    | \$15,268.50        |  |
| 6    | BIT. TOP MIX 4C MOD. POYLMER ASPH. @ 220#/S.Y. | 540      | TON             | \$50.60    | \$27,324.00         | \$46.03    | \$24,856.20         | \$49.00    | \$26,460.00        | \$46.05    | \$24,867.00           | \$46.03    | \$24,856.20       | \$46.00    | \$24,840.00        |  |
| 7    | CATCH BASIN CASTING E.J.#7045 OR EQUAL         | 3        | EACH            | \$385.00   | \$1,155.00          | \$500.00   | \$1,500.00          | \$700.00   | \$2,100.00         | \$470.00   | \$1,410.00            | \$500.00   | \$1,500.00        | \$535.00   | \$1,605.00         |  |
| 8    | CATCH BASIN FLAT TOP                           | 1        | EACH            | \$600.00   | \$600.00            | \$1,000.00 | \$1,000.00          | \$1,900.00 | \$1,900.00         | \$1,000.00 | \$1,000.00            | \$1,250.00 | \$1,250.00        | \$1,390.00 | \$1,390.00         |  |
| 9    | CEMENT                                         | 3        | TON             | \$165.00   | \$495.00            | \$0.01     | \$0.03              | \$200.00   | \$600.00           | \$100.00   | \$300.00              | \$150.00   | \$450.00          | \$165.00   | \$495.00           |  |
| 10   | CONC. CURB & GUTTER F-4 MOD.                   | 2430     | LIN. FT.        | \$8.64     | \$20,995.20         | \$10.00    | \$24,300.00         | \$10.00    | \$24,300.00        | \$8.50     | \$20,655.00           | \$8.75     | \$21,262.50       | \$8.65     | \$21,019.50        |  |
| 11   | CONC. DRIVE APPROACH 6" STD.                   | 193      | SQ.YD.          | \$22.28    | \$4,300.04          | \$27.00    | \$5,211.00          | \$28.50    | \$5,500.50         | \$24.00    | \$4,632.00            | \$24.00    | \$4,632.00        | \$22.25    | \$4,294.25         |  |
| 12   | CONC. SIDEWALK 4"                              | 3801     | SQ.FT.          | \$2.48     | \$9,426.48          | \$2.75     | \$10,452.75         | \$2.50     | \$9,502.50         | \$2.00     | \$7,602.00            | \$2.10     | \$7,982.10        | \$2.45     | \$9,312.45         |  |
| 13   | CONC. SIDEWALK 6"                              | 175      | SQ.FT.          | \$2.65     | \$463.75            | \$3.00     | \$525.00            | \$3.25     | \$568.75           | \$2.60     | \$455.00              | \$2.60     | \$455.00          | \$2.75     | \$481.25           |  |
| 14   | CONC. STEPS PER DETAIL                         | 471      | SQ.FT.          | \$16.00    | \$7,536.00          | \$17.50    | \$8,242.50          | \$8.00     | \$3,768.00         | \$9.75     | \$4,592.25            | \$7.62     | \$3,589.02        | \$16.00    | \$7,536.00         |  |
| 15   | CORP. STOP 1" MUELLER #15000 OR EQUAL          | 35       | EACH            | \$275.00   | \$9,625.00          | \$500.00   | \$17,500.00         | \$250.00   | \$8,750.00         | \$225.00   | \$7,875.00            | \$200.00   | \$7,000.00        | \$225.00   | \$7,875.00         |  |
| 16   | CROSS D.C.I. 8"x 8" M.J.                       | 1        | EACH            | \$500.00   | \$500.00            | \$500.00   | \$500.00            | \$550.00   | \$550.00           | \$325.00   | \$325.00              | \$500.00   | \$500.00          | \$450.00   | \$450.00           |  |
| 17   | CURB STOP 1" W/ BOX MUELLER #15150 OR EQUAL    | 10       | EACH            | \$130.00   | \$1,300.00          | \$250.00   | \$2,500.00          | \$350.00   | \$3,500.00         | \$250.00   | \$2,500.00            | \$225.00   | \$2,250.00        | \$275.00   | \$2,750.00         |  |
| 18   | HYDRANT STD.                                   | 4        | EACH            | \$1,550.00 | \$6,200.00          | \$1,250.00 | \$5,000.00          | \$2,100.00 | \$8,400.00         | \$1,500.00 | \$6,000.00            | \$1,650.00 | \$6,600.00        | \$1,450.00 | \$5,800.00         |  |
| 19   | MACHINE GRADING MOD.                           | 12.33    | STA.            | \$2,250.00 | \$27,742.50         | \$750.00   | \$9,247.50          | \$900.00   | \$11,097.00        | \$600.00   | \$7,398.00            | \$1,950.00 | \$24,043.50       | \$1,075.00 | \$13,254.75        |  |
| 20   | MANHOLE CASTING E.J.#1000 OR EQUAL             | 6        | EACH            | \$500.00   | \$3,000.00          | \$400.00   | \$2,400.00          | \$600.00   | \$3,600.00         | \$400.00   | \$2,400.00            | \$400.00   | \$2,400.00        | \$545.00   | \$3,270.00         |  |
| 21   | MANHOLE STD. 4' I.D. 0' TO 10' DEEP            | 5        | EACH            | \$1,450.00 | \$7,250.00          | \$1,100.00 | \$5,500.00          | \$1,800.00 | \$9,000.00         | \$1,200.00 | \$6,000.00            | \$1,500.00 | \$7,500.00        | \$1,450.00 | \$7,250.00         |  |
| 22   | REDUCERS 8" TO 6" D.C.I. M.J.                  | 3        | EACH            | \$250.00   | \$750.00            | \$200.00   | \$600.00            | \$200.00   | \$600.00           | \$250.00   | \$750.00              | \$225.00   | \$675.00          | \$200.00   | \$600.00           |  |
| 23   | REMOVING CONC. DRIVE APPROACH                  | 132      | SQ.YD.          | \$6.00     | \$792.00            | \$4.50     | \$594.00            | \$12.00    | \$1,584.00         | \$5.50     | \$726.00              | \$3.25     | \$429.00          | \$9.00     | \$1,188.00         |  |
| 24   | REMOVING CONC. SIDEWALK                        | 4315     | SQ.FT.          | \$1.00     | \$4,315.00          | \$0.50     | \$2,157.50          | \$2.00     | \$8,630.00         | \$1.50     | \$6,472.50            | \$0.40     | \$1,726.00        | \$1.00     | \$4,315.00         |  |
| 25   | REMOVING MANHOLE                               | 3        | EACH            | \$400.00   | \$1,200.00          | \$200.00   | \$600.00            | \$1,000.00 | \$3,000.00         | \$350.00   | \$1,050.00            | \$200.00   | \$600.00          | \$650.00   | \$1,950.00         |  |
| 26   | REMOVING PAVEMENT                              | 4960     | SQ.YD.          | \$6.00     | \$29,760.00         | \$3.00     | \$14,880.00         | \$3.00     | \$14,880.00        | \$4.00     | \$19,840.00           | \$3.75     | \$18,600.00       | \$6.45     | \$31,992.00        |  |
| 27   | REMOVING 12" VIT. SANITARY SEWER               | 75       | LIN. FT.        | \$10.00    | \$750.00            | \$6.00     | \$450.00            | \$15.00    | \$1,125.00         | \$10.00    | \$750.00              | \$6.00     | \$450.00          | \$10.00    | \$750.00           |  |
| 28   | SAND REFILL                                    | 3920     | CU.YD.          | \$6.50     | \$25,480.00         | \$10.00    | \$39,200.00         | \$7.00     | \$27,440.00        | \$8.45     | \$33,124.00           | \$7.00     | \$27,440.00       | \$6.35     | \$24,892.00        |  |
| 29   | SANITARY SEWER SERVICE 6" SDR 35               | 1450     | LIN. FT.        | \$15.00    | \$21,750.00         | \$21.00    | \$30,450.00         | \$26.00    | \$37,700.00        | \$16.00    | \$23,200.00           | \$23.00    | \$33,350.00       | \$28.00    | \$40,600.00        |  |
| 30   | SANITARY SEWER 8" SDR 35                       | 1142     | LIN. FT.        | \$28.00    | \$31,976.00         | \$22.00    | \$25,124.00         | \$29.00    | \$33,118.00        | \$18.00    | \$20,556.00           | \$25.00    | \$28,550.00       | \$29.50    | \$33,689.00        |  |
| 31   | SANITARY SEWER WYE 8"x 6" SDR 35               | 45       | EACH            | \$160.00   | \$7,200.00          | \$50.00    | \$2,250.00          | \$55.00    | \$2,475.00         | \$90.00    | \$4,050.00            | \$150.00   | \$6,750.00        | \$75.00    | \$3,375.00         |  |
| 32   | SLEEVES LONG 6" D.C.I. M.J.                    | 3        | EACH            | \$350.00   | \$1,050.00          | \$750.00   | \$2,250.00          | \$250.00   | \$750.00           | \$180.00   | \$540.00              | \$300.00   | \$900.00          | \$490.00   | \$1,470.00         |  |
| 33   | SLEEVES LONG 8" D.C.I. M.J.                    | 1        | EACH            | \$400.00   | \$400.00            | \$800.00   | \$800.00            | \$290.00   | \$290.00           | \$220.00   | \$220.00              | \$350.00   | \$350.00          | \$575.00   | \$575.00           |  |
| 34   | STORM SEWER 10" SDR 35                         | 10       | LIN. FT.        | \$50.00    | \$500.00            | \$45.00    | \$450.00            | \$33.00    | \$330.00           | \$25.00    | \$250.00              | \$55.00    | \$550.00          | \$28.00    | \$280.00           |  |
| 35   | TEE D.C.I. 8" x 8" x 6" M.J.                   | 4        | EACH            | \$400.00   | \$1,600.00          | \$275.00   | \$1,100.00          | \$250.00   | \$1,000.00         | \$275.00   | \$1,100.00            | \$375.00   | \$1,500.00        | \$290.00   | \$1,160.00         |  |
| 36   | TERRACE GRADING                                | 1233     | LIN. FT.        | \$8.00     | \$9,864.00          | \$7.50     | \$9,247.50          | \$14.00    | \$17,262.00        | \$9.00     | \$11,097.00           | \$10.00    | \$12,330.00       | \$9.50     | \$11,713.50        |  |
| 37   | TRAFFIC CONTROL                                | 1        | LUMP            | \$3,500.00 | \$3,500.00          | \$2,000.00 | \$2,000.00          | \$4,000.00 | \$4,000.00         | \$2,400.00 | \$2,400.00            | \$2,700.00 | \$2,700.00        | \$6,475.00 | \$6,475.00         |  |
| 38   | VALVE 6" GATE M.J. W/BOX                       | 4        | EACH            | \$700.00   | \$2,800.00          | \$650.00   | \$2,600.00          | \$800.00   | \$3,200.00         | \$800.00   | \$3,200.00            | \$575.00   | \$2,300.00        | \$600.00   | \$2,400.00         |  |
| 39   | VALVE 8" GATE M.J. W/BOX                       | 3        | EACH            | \$800.00   | \$2,400.00          | \$800.00   | \$2,400.00          | \$900.00   | \$2,700.00         | \$1,000.00 | \$3,000.00            | \$700.00   | \$2,100.00        | \$800.00   | \$2,400.00         |  |
| 40   | WATERMAIN 6" D.C.I. CL. 52                     | 79       | LIN. FT.        | \$28.00    | \$2,212.00          | \$23.00    | \$1,817.00          | \$36.00    | \$2,844.00         | \$25.00    | \$1,975.00            | \$24.00    | \$1,896.00        | \$27.00    | \$2,133.00         |  |
| 41   | WATERMAIN 8" D.C.I. CL. 52                     | 1294     | LIN. FT.        | \$30.00    | \$38,820.00         | \$26.00    | \$33,644.00         | \$39.00    | \$50,466.00        | \$25.00    | \$32,350.00           | \$25.00    | \$32,350.00       | \$33.00    | \$42,702.00        |  |
| 42   | WATER METER PIT COMPLETE                       | 10       | EACH            | \$500.00   | \$5,000.00          | \$450.00   | \$4,500.00          | \$300.00   | \$3,000.00         | \$500.00   | \$5,000.00            | \$950.00   | \$9,500.00        | \$745.00   | \$7,450.00         |  |
| 43   | WATER SERVICE 1" TYPE "K" COPPER               | 920      | LIN. FT.        | \$13.00    | \$11,960.00         | \$3.00     | \$2,760.00          | \$17.00    | \$15,640.00        | \$10.00    | \$9,200.00            | \$12.00    | \$11,040.00       | \$19.50    | \$17,940.00        |  |
|      |                                                |          |                 |            |                     |            |                     |            |                    |            |                       |            |                   |            |                    |  |
|      |                                                |          |                 |            |                     |            |                     |            |                    |            |                       |            |                   |            |                    |  |
|      |                                                |          |                 |            |                     |            |                     |            |                    |            |                       |            |                   |            |                    |  |
|      |                                                |          |                 |            |                     |            |                     |            |                    |            |                       |            |                   |            |                    |  |
|      |                                                |          |                 |            |                     |            |                     |            |                    |            |                       |            |                   |            |                    |  |
|      |                                                |          |                 |            |                     |            |                     |            |                    |            |                       |            |                   |            |                    |  |
|      |                                                |          |                 |            |                     |            |                     |            |                    |            |                       |            |                   |            |                    |  |
|      |                                                |          |                 |            |                     |            |                     |            |                    |            |                       |            |                   |            |                    |  |
|      |                                                |          |                 |            |                     |            |                     |            |                    |            |                       |            |                   |            |                    |  |
|      |                                                |          |                 |            |                     |            |                     |            |                    |            |                       |            |                   |            |                    |  |
|      |                                                |          |                 |            |                     |            |                     |            |                    |            |                       |            |                   |            |                    |  |
|      |                                                |          |                 |            |                     |            |                     |            |                    |            |                       |            |                   |            |                    |  |
|      |                                                |          |                 |            |                     |            |                     |            |                    |            |                       |            |                   |            |                    |  |
|      |                                                |          |                 |            |                     |            |                     |            |                    |            |                       |            |                   |            |                    |  |
|      |                                                |          |                 |            |                     |            |                     |            |                    |            |                       |            |                   |            |                    |  |
|      |                                                |          |                 |            |                     |            |                     |            |                    |            |                       |            |                   |            |                    |  |
|      |                                                |          |                 |            |                     |            |                     |            |                    |            |                       |            |                   |            |                    |  |
|      |                                                |          |                 |            |                     |            |                     |            |                    |            |                       |            |                   |            |                    |  |
|      |                                                |          |                 |            |                     |            |                     |            |                    |            |                       |            |                   |            |                    |  |
|      |                                                |          |                 |            |                     |            |                     |            |                    |            |                       |            |                   |            |                    |  |
|      |                                                |          |                 |            |                     |            |                     |            |                    |            |                       |            |                   |            |                    |  |
|      |                                                |          |                 |            |                     |            |                     |            |                    |            |                       |            |                   |            |                    |  |
|      |                                                |          |                 |            |                     |            |                     |            |                    |            |                       |            |                   |            |                    |  |
|      |                                                |          |                 |            |                     |            |                     |            |                    |            |                       |            |                   |            |                    |  |
|      |                                                |          |                 |            |                     |            |                     |            |                    |            |                       |            |                   |            |                    |  |
|      |                                                |          |                 |            |                     |            |                     |            |                    |            |                       |            |                   |            |                    |  |
|      |                                                |          |                 |            |                     |            |                     |            |                    |            |                       |            |                   |            |                    |  |
|      |                                                |          |                 |            |                     |            |                     |            |                    |            |                       |            |                   |            |                    |  |
|      |                                                |          |                 |            |                     |            |                     |            |                    |            |                       |            |                   |            |                    |  |
|      |                                                |          |                 |            |                     |            |                     |            |                    |            |                       |            |                   |            |                    |  |
|      |                                                |          |                 |            |                     |            |                     |            |                    |            |                       |            |                   |            |                    |  |
|      |                                                |          |                 |            |                     |            |                     |            |                    |            |                       |            |                   |            |                    |  |
|      |                                                |          |                 |            |                     |            |                     |            |                    |            |                       |            |                   |            |                    |  |
|      |                                                |          |                 |            |                     |            |                     |            |                    |            |                       |            |                   |            |                    |  |
|      |                                                |          |                 |            |                     |            |                     |            |                    |            |                       |            |                   |            |                    |  |
|      |                                                |          |                 |            |                     |            |                     |            |                    |            |                       |            |                   |            |                    |  |
|      |                                                |          |                 |            |                     |            |                     |            |                    |            |                       |            |                   |            |                    |  |
|      |                                                |          |                 |            |                     |            |                     |            |                    |            |                       |            |                   |            |                    |  |
|      |                                                |          |                 |            |                     |            |                     |            |                    |            |                       |            |                   |            |                    |  |
|      |                                                |          |                 |            |                     |            |                     |            |                    |            |                       |            |                   |            |                    |  |
|      |                                                |          |                 |            |                     |            |                     |            |                    |            |                       |            |                   |            |                    |  |
|      |                                                |          |                 |            |                     |            |                     |            |                    |            |                       |            |                   |            |                    |  |
|      |                                                |          |                 |            |                     |            |                     |            |                    |            |                       |            | </                |            |                    |  |

# H-1559, W-638 & S-581 WASHINGTON AVE. LAKESHORE DR. to FRANKLIN

## STREET, WATERMAIN & SEWER IMPROVEMENTS

ENGINEER'S ESTIMATE MARCH 11, 2003

|    | DESCRIPTION                                    | QUANTITY | UNIT     | PRICE       | PRICE        |
|----|------------------------------------------------|----------|----------|-------------|--------------|
| 1  | ADJUST MANHOLE CASTING                         | 1        | EACH     | \$300.00    | \$300.00     |
| 2  | ADJUST CATCH BASIN CASTING                     | 2        | EACH     | \$275.00    | \$550.00     |
| 3  | AGGREGATE BASE COURSE 22A @ 8" C.I.P.          | 4410     | SQ.YD.   | \$5.00      | \$22,050.00  |
| 4  | BENDS D.C.I. 8" 45° M.J.                       | 14       | EACH     | \$250.00    | \$3,500.00   |
| 5  | BIT. LEVELING MIX 3C @ 165#/S.Y.               | 390      | TON      | \$40.00     | \$15,600.00  |
| 6  | BIT. TOP MIX 4C MOD. POYLMER ASPH. @ 220#/S.Y. | 540      | TON      | \$60.00     | \$32,400.00  |
| 7  | CATCH BASIN CASTING E.J.#7045 OR EQUAL         | 3        | EACH     | \$450.00    | \$1,350.00   |
| 8  | CATCH BASIN FLAT TOP                           | 1        | EACH     | \$1,300.00  | \$1,300.00   |
| 9  | CEMENT                                         | 3        | TON      | \$175.00    | \$525.00     |
| 10 | CONC. CURB & GUTTER F-4 MOD.                   | 2430     | LIN. FT. | \$9.00      | \$21,870.00  |
| 11 | CONC. DRIVE APPROACH 6" STD.                   | 193      | SQ.YD.   | \$28.00     | \$5,404.00   |
| 12 | CONC. SIDEWALK 4"                              | 3801     | SQ.FT.   | \$2.50      | \$9,502.50   |
| 13 | CONC. SIDEWALK 6"                              | 175      | SQ.FT.   | \$3.50      | \$612.50     |
| 14 | CONC. STEPS PER DETAIL                         | 471      | SQ.FT.   | \$6.00      | \$2,826.00   |
| 15 | CORP. STOP 1" MUELLER #15000 OR EQUAL          | 35       | EACH     | \$225.00    | \$7,875.00   |
| 16 | CROSS D.C.I. 8"x 8" M.J.                       | 1        | EACH     | \$450.00    | \$450.00     |
| 17 | CURB STOP 1" W/ BOX MUELLER #15150 OR EQUAL    | 10       | EACH     | \$250.00    | \$2,500.00   |
| 18 | HYDRANT STD.                                   | 4        | EACH     | \$1,400.00  | \$5,600.00   |
| 19 | MACHINE GRADING MOD.                           | 12.33    | STA.     | \$500.00    | \$6,165.00   |
| 20 | MANHOLE CASTING E.J.#1000 OR EQUAL             | 6        | EACH     | \$500.00    | \$3,000.00   |
| 21 | MANHOLE STD. 4' I.D. 0' TO 10' DEEP            | 5        | EACH     | \$1,500.00  | \$7,500.00   |
| 22 | REDUCERS 8" TO 6" D.C.I. M.J.                  | 3        | EACH     | \$200.00    | \$600.00     |
| 23 | REMOVING CONC. DRIVE APPROACH                  | 132      | SQ.YD.   | \$6.00      | \$792.00     |
| 24 | REMOVING CONC. SIDEWALK                        | 4315     | SQ.FT.   | \$1.00      | \$4,315.00   |
| 25 | REMOVING MANHOLE                               | 3        | EACH     | \$500.00    | \$1,500.00   |
| 26 | REMOVING PAVEMENT                              | 4960     | SQ.YD.   | \$5.00      | \$24,800.00  |
| 27 | REMOVING 12" VIT. SANITARY SEWER               | 75       | LIN. FT. | \$10.00     | \$750.00     |
| 28 | SAND REFILL                                    | 3920     | CU.YD.   | \$6.75      | \$26,460.00  |
| 29 | SANITARY SEWER SERVICE 6" SDR 35               | 1450     | LIN. FT. | \$28.00     | \$40,600.00  |
| 30 | SANITARY SEWER 8" SDR 35                       | 1142     | LIN. FT. | \$28.00     | \$31,976.00  |
| 31 | SANITARY SEWER WYE 8"x 6" SDR 35               | 45       | EACH     | \$150.00    | \$6,750.00   |
| 32 | SLEEVES LONG 6" D.C.I. M.J.                    | 3        | EACH     | \$400.00    | \$1,200.00   |
| 33 | SLEEVES LONG 8" D.C.I. M.J.                    | 1        | EACH     | \$450.00    | \$450.00     |
| 34 | STORM SEWER 10" SDR 35                         | 10       | LIN. FT. | \$25.00     | \$250.00     |
| 35 | TEE D.C.I. 8" x 8" x 6" M.J.                   | 4        | EACH     | \$300.00    | \$1,200.00   |
| 36 | TERRACE GRADING                                | 1233     | LIN. FT. | \$10.00     | \$12,330.00  |
| 37 | TRAFFIC CONTROL                                | 1        | LUMP     | \$10,000.00 | \$10,000.00  |
| 38 | VALVE 6" GATE M.J. W/BOX                       | 4        | EACH     | \$650.00    | \$2,600.00   |
| 39 | VALVE 8" GATE M.J. W/BOX                       | 3        | EACH     | \$800.00    | \$2,400.00   |
| 40 | WATERMAIN 6" D.C.I. CL. 52                     | 79       | LIN. FT. | \$25.00     | \$1,975.00   |
| 41 | WATERMAIN 8" D.C.I. CL. 52                     | 1294     | LIN. FT. | \$30.00     | \$38,820.00  |
| 42 | WATER METER PIT COMPLETE                       | 10       | EACH     | \$700.00    | \$7,000.00   |
| 43 | WATER SERVICE 1" TYPE "K" COPPER               | 920      | LIN. FT. | \$20.00     | \$18,400.00  |
|    | TOTAL                                          |          |          |             | \$386,048.00 |

Date: April 22, 2003

2003-35 k)

To: Honorable Mayor and City Commissioners

From: Engineering

RE: Consideration of Bids  
Mann/Moon Harrison to Lakeshore Dr.

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#### SUMMARY OF REQUEST:

The reconstruction of Mann & Moon from Harrison to Lakeshore Dr. contract be awarded to Prince Bridge & Marine of Grand Haven. Prince Bridge was the lowest, see attached bid tabulation, responsible bidder with a bid price of \$123,074.35.

#### FINANCIAL IMPACT:

The construction cost of \$123,074.35 plus related engineering expenses.

#### BUDGET ACTION REQUIRED:

None.

#### STAFF RECOMMENDATION:

Award the contract to Prince Bridge & Marine.

#### COMMITTEE RECOMMENDATION:

**MANN/MOON STS., HARRISON AVE. TO LAKESHORE DR.**

**H-1550/H-1549 - S-582/S-583**

**BID TABULATION**

**4/15/03**

| CONTRACTOR ADDRESS<br>CITY/ST/ZIP |                                             |        | DAN HOE EX<br>13664 ROCKY'S RD<br>HOLAND, MI 49424 |            | FELCO<br>874 PULASKI AVE<br>MUSKEGON, MI 49441 |            | RINCE BRIDGE & MARIN<br>PO BOX 510<br>GRAND HAVEN, MI 49417 |            | WADEL STABILIZATION<br>2500 OCEANA DR<br>HART, MI 49420-8118 |            | MCCORMICK SAND<br>995 S. 102ND AVE.<br>SHELBY, MI 49455 |            | NORTH RIVER EX<br>9918 N. RIVER RD<br>NEWAYGO, MI 49337 |            | GRANT TOWER INC<br>13064 WISNER<br>GRANT, MI 49327 |            |              |
|-----------------------------------|---------------------------------------------|--------|----------------------------------------------------|------------|------------------------------------------------|------------|-------------------------------------------------------------|------------|--------------------------------------------------------------|------------|---------------------------------------------------------|------------|---------------------------------------------------------|------------|----------------------------------------------------|------------|--------------|
| ITEM DESCRIPTION                  |                                             | UANTIT | UNIT                                               | UNIT PRICE | TOTAL PRIC                                     | NIT PRIC   | TOTAL PRIC                                                  | NIT PRIC   | TOTAL PRICE                                                  | NIT PRIC   | TOTAL PRIC                                              | NIT PRIC   | TOTAL PRIC                                              | NIT PRIC   | OTAL PRIC                                          | NIT PRIC   | OTAL PRIC    |
| 1                                 | ADJUST CATCH BASIN CASTING                  | 3      | EACH                                               | \$350.00   | \$1,050.00                                     | \$475.00   | \$1,425.00                                                  | \$275.00   | \$825.00                                                     | \$250.00   | \$750.00                                                | \$200.00   | \$600.00                                                | \$300.00   | \$900.00                                           | \$435.00   | \$1,305.00   |
| 2                                 | ADJUST MANHOLE CASTING                      | 5      | EACH                                               | \$350.00   | \$1,750.00                                     | \$475.00   | \$2,375.00                                                  | \$275.00   | \$1,375.00                                                   | \$500.00   | \$2,500.00                                              | \$200.00   | \$1,000.00                                              | \$300.00   | \$1,500.00                                         | \$432.00   | \$2,160.00   |
| 3                                 | AGGREGATE BASE COURSE, 22A @ 6" C.I.P.      | 2004   | S YD                                               | \$8.00     | \$16,032.00                                    | \$4.65     | \$9,318.60                                                  | \$7.00     | \$14,028.00                                                  | \$5.25     | \$10,521.00                                             | \$4.50     | \$9,018.00                                              | \$5.75     | \$11,523.00                                        | \$4.25     | \$8,517.00   |
| 4                                 | BITUMINOUS LEVELING COURSE 3C @ 165#/SQ.YD. | 18     | TON                                                | \$126.00   | \$2,268.00                                     | \$150.00   | \$2,700.00                                                  | \$126.00   | \$2,268.00                                                   | \$70.00    | \$1,260.00                                              | \$85.00    | \$1,530.00                                              | \$125.00   | \$2,250.00                                         | \$142.00   | \$2,556.00   |
| 5                                 | BITUMINOUS TOP COURSE 4C @ 165#/SQ.YD.      | 18     | TON                                                | \$126.00   | \$2,268.00                                     | \$152.00   | \$2,736.00                                                  | \$128.00   | \$2,304.00                                                   | \$75.00    | \$1,350.00                                              | \$85.00    | \$1,530.00                                              | \$125.00   | \$2,250.00                                         | \$142.00   | \$2,556.00   |
| 6                                 | CATCH BASIN CASTING E.J. 7045 OR EQUAL      | 6      | EACH                                               | \$550.00   | \$3,300.00                                     | \$525.00   | \$3,150.00                                                  | \$500.00   | \$3,000.00                                                   | \$650.00   | \$3,900.00                                              | \$564.00   | \$3,384.00                                              | \$650.00   | \$3,900.00                                         | \$690.00   | \$4,140.00   |
| 7                                 | CATCH BASIN FLAT TOP                        | 3      | EACH                                               | \$1,250.00 | \$3,750.00                                     | \$1,600.00 | \$4,800.00                                                  | \$1,200.00 | \$3,600.00                                                   | \$1,750.00 | \$5,250.00                                              | \$300.00   | \$900.00                                                | \$500.00   | \$1,500.00                                         | \$440.00   | \$1,320.00   |
| 8                                 | CONCRETE CURB & GUTTER F-4 MOD.             | 55     | L FT                                               | \$12.00    | \$660.00                                       | \$15.00    | \$825.00                                                    | \$10.00    | \$550.00                                                     | \$20.00    | \$1,100.00                                              | \$15.40    | \$847.00                                                | \$15.75    | \$866.25                                           | \$12.40    | \$682.00     |
| 9                                 | CONCRETE DRIVE APPROACH, 6"                 | 351    | S YD                                               | \$29.00    | \$10,179.00                                    | \$26.00    | \$9,126.00                                                  | \$24.00    | \$8,424.00                                                   | \$36.00    | \$12,636.00                                             | \$24.70    | \$8,669.70                                              | \$28.50    | \$10,003.50                                        | \$27.00    | \$9,477.00   |
| 10                                | CONCRETE PAVEMENT 6" WITH INTEGRAL CURB     | 1842   | S YD                                               | \$28.00    | \$51,576.00                                    | \$30.55    | \$56,273.10                                                 | \$24.75    | \$45,589.50                                                  | \$38.50    | \$70,917.00                                             | \$28.80    | \$53,049.60                                             | \$33.00    | \$60,786.00                                        | \$27.00    | \$49,734.00  |
| 11                                | CONCRETE SIDEWALK, 4"                       | 430    | S FT                                               | \$3.00     | \$1,290.00                                     | \$4.00     | \$1,720.00                                                  | \$2.30     | \$989.00                                                     | \$4.00     | \$1,720.00                                              | \$2.75     | \$1,182.50                                              | \$2.95     | \$1,268.50                                         | \$2.70     | \$1,161.00   |
| 12                                | CONCRETE SIDEWALK, 6"                       | 200    | S FT                                               | \$3.50     | \$700.00                                       | \$5.00     | \$1,000.00                                                  | \$2.50     | \$500.00                                                     | \$4.50     | \$900.00                                                | \$3.00     | \$600.00                                                | \$3.50     | \$700.00                                           | \$2.90     | \$580.00     |
| 13                                | MANHOLE CASTING E.J. # 1000 OR EQUAL        | 5.67   | STA.                                               | \$3,500.00 | \$19,845.00                                    | \$1,400.00 | \$7,938.00                                                  | \$700.00   | \$3,969.00                                                   | \$2,000.00 | \$11,340.00                                             | \$1,559.08 | \$8,839.98                                              | \$3,000.00 | \$17,010.00                                        | \$2,152.00 | \$12,201.84  |
| 14                                | MACHINE GRADING MODIFIED                    | 4      | EACH                                               | \$400.00   | \$1,600.00                                     | \$550.00   | \$2,200.00                                                  | \$400.00   | \$1,600.00                                                   | \$550.00   | \$2,200.00                                              | \$457.00   | \$1,828.00                                              | \$575.00   | \$2,300.00                                         | \$677.00   | \$2,708.00   |
| 15                                | RECONSTRUCTING CATCH BASIN                  | 2      | VT.FT.                                             | \$250.00   | \$500.00                                       | \$225.00   | \$450.00                                                    | \$500.00   | \$1,000.00                                                   | \$300.00   | \$600.00                                                | \$210.00   | \$420.00                                                | \$250.00   | \$500.00                                           | \$275.00   | \$550.00     |
| 16                                | REMOVING BIT SURFACE                        | 99     | S YD                                               | \$3.50     | \$346.50                                       | \$7.00     | \$693.00                                                    | \$4.75     | \$470.25                                                     | \$8.00     | \$792.00                                                | \$2.00     | \$198.00                                                | \$8.00     | \$792.00                                           | \$2.00     | \$198.00     |
| 17                                | REMOVING CATCH BASIN                        | 3      | EACH                                               | \$200.00   | \$600.00                                       | \$800.00   | \$2,400.00                                                  | \$325.00   | \$975.00                                                     | \$500.00   | \$1,500.00                                              | \$315.00   | \$945.00                                                | \$350.00   | \$1,050.00                                         | \$310.00   | \$930.00     |
| 18                                | REMOVING CONCRETE APPROACH                  | 343    | S YD                                               | \$5.00     | \$1,715.00                                     | \$6.00     | \$2,058.00                                                  | \$10.00    | \$3,430.00                                                   | \$6.00     | \$2,058.00                                              | \$8.00     | \$2,744.00                                              | \$10.00    | \$3,430.00                                         | \$4.00     | \$1,372.00   |
| 19                                | REMOVING CONCRETE SIDEWALK                  | 600    | S FT                                               | \$0.75     | \$450.00                                       | \$4.00     | \$2,400.00                                                  | \$2.50     | \$1,500.00                                                   | \$6.00     | \$3,600.00                                              | \$1.00     | \$600.00                                                | \$1.25     | \$750.00                                           | \$0.42     | \$252.00     |
| 20                                | REMOVING PAVEMENT                           | 2004   | S YD                                               | \$5.00     | \$10,020.00                                    | \$4.00     | \$8,016.00                                                  | \$5.65     | \$11,322.60                                                  | \$6.00     | \$12,024.00                                             | \$8.57     | \$17,174.28                                             | \$10.00    | \$20,040.00                                        | \$5.50     | \$11,022.00  |
| 21                                | SANITARY SEWER 18" SDR 35                   | 128    | L FT                                               | \$60.00    | \$7,680.00                                     | \$79.00    | \$10,112.00                                                 | \$40.00    | \$5,120.00                                                   | \$65.00    | \$8,320.00                                              | \$96.00    | \$12,288.00                                             | \$75.00    | \$9,600.00                                         | \$74.00    | \$9,472.00   |
| 22                                | STORM SEWER, 10" SDR 35                     | 71     | L FT                                               | \$24.00    | \$1,704.00                                     | \$65.00    | \$4,615.00                                                  | \$35.00    | \$2,485.00                                                   | \$45.00    | \$3,195.00                                              | \$27.00    | \$1,917.00                                              | \$30.00    | \$2,130.00                                         | \$28.00    | \$1,988.00   |
| 23                                | TERRACE GRADING                             | 560    | L FT                                               | \$12.00    | \$6,720.00                                     | \$22.00    | \$12,320.00                                                 | \$5.00     | \$2,800.00                                                   | \$12.50    | \$7,000.00                                              | \$11.57    | \$6,479.20                                              | \$15.00    | \$8,400.00                                         | \$10.20    | \$5,712.00   |
| 24                                | TRAFFIC CONTROL                             | 1      | LUMP                                               | \$6,000.00 | \$6,000.00                                     | \$4,500.00 | \$4,500.00                                                  | \$4,950.00 | \$4,950.00                                                   | \$3,000.00 | \$3,000.00                                              | \$3,800.00 | \$3,800.00                                              | \$7,500.00 | \$7,500.00                                         | \$4,910.00 | \$4,910.00   |
| TOTAL                             |                                             |        |                                                    |            | \$152,003.50                                   |            | \$153,150.70                                                |            | \$123,074.35                                                 |            | \$168,433.00                                            |            | \$139,544.26                                            |            | \$170,949.25                                       |            | \$135,503.84 |

**H-1550/H-1555 MANN/MOON, HARRISON TO LAKESHORE ENGINEER'S ESTIMATE 1/24/03**  
**S-582/S-583**

|    | ITEM DESCRIPTION                            | QUANTITY | UNIT   | UNIT PRICE  | TOTAL PRICE  |
|----|---------------------------------------------|----------|--------|-------------|--------------|
| 1  | ADJUST CATCH BASIN CASTING                  | 3        | EACH   | \$300.00    | \$900.00     |
| 2  | ADJUST MANHOLE CASTING                      | 5        | EACH   | \$400.00    | \$2,000.00   |
| 3  | AGGREGATE BASE COURSE, 22A @ 6" C.I.P.      | 2004     | S YD   | \$6.00      | \$12,024.00  |
| 4  | BITUMINOUS LEVELING COURSE 3C @ 165#/SQ.YD. | 18       | TON    | \$80.00     | \$1,440.00   |
| 5  | BITUMINOUS TOP COURSE 4C @ 165#/SQ.YD.      | 18       | TON    | \$85.00     | \$1,530.00   |
| 6  | CATCH BASIN CASTING E.J. 7045 OR EQUAL      | 6        | EACH   | \$500.00    | \$3,000.00   |
| 7  | CATCH BASIN FLAT TOP                        | 3        | EACH   | \$1,300.00  | \$3,900.00   |
| 8  | CONCRETE CURB & GUTTER F-4 MOD.             | 55       | L FT   | \$20.00     | \$1,100.00   |
| 9  | CONCRETE DRIVE APPROACH, 6"                 | 351      | S YD   | \$26.00     | \$9,126.00   |
| 10 | CONCRETE PAVEMENT 6" WITH INTEGRAL CURB     | 1842     | S YD   | \$32.00     | \$58,944.00  |
| 11 | CONCRETE SIDEWALK, 4"                       | 430      | S FT   | \$3.00      | \$1,290.00   |
| 12 | CONCRETE SIDEWALK, 6"                       | 200      | S FT   | \$4.00      | \$800.00     |
| 13 | MACHINE GRADING MODIFIED                    | 5.67     | STA.   | \$500.00    | \$2,835.00   |
| 14 | MANHOLE CASTING E.J. # 1000 OR EQUAL        | 4        | EACH   | \$450.00    | \$1,800.00   |
| 15 | RECONSTRUCTING CATCH BASIN                  | 2        | VT.FT. | \$400.00    | \$800.00     |
| 16 | REMOVING BIT SURFACE                        | 99       | S YD   | \$26.00     | \$2,574.00   |
| 17 | REMOVING CATCH BASIN                        | 3        | EACH   | \$400.00    | \$1,200.00   |
| 18 | REMOVING CONCRETE APPROACH                  | 343      | S YD   | \$13.00     | \$4,459.00   |
| 19 | REMOVING CONCRETE SIDEWALK                  | 600      | S FT   | \$2.00      | \$1,200.00   |
| 20 | REMOVING PAVEMENT                           | 2004     | S YD   | \$15.00     | \$30,060.00  |
| 21 | SANITARY SEWER 18" SDR 35                   | 128      | L FT   | \$70.00     | \$8,960.00   |
| 22 | STORM SEWER, 10" SDR 35                     | 71       | L FT   | \$15.00     | \$1,065.00   |
| 23 | TERRACE GRADING                             | 560      | L FT   | \$8.00      | \$4,480.00   |
| 24 | TRAFFIC CONTROL                             | 1        | LUMP   | \$10,000.00 | \$10,000.00  |
|    |                                             |          |        |             |              |
|    |                                             |          |        |             |              |
|    |                                             |          |        |             |              |
|    |                                             |          |        |             |              |
|    |                                             |          |        |             |              |
|    |                                             |          |        |             |              |
|    |                                             |          |        |             |              |
|    |                                             |          |        |             |              |
|    |                                             |          | TOTAL  |             | \$165,487.00 |

2003-35 l)

**Date: April 22, 2003**  
**To: Honorable Mayor and City Commissioners**  
**From: Engineering**  
**RE: City – MDOT Agreement for:**  
**Creston St., Evanston to Apple**

---

**SUMMARY OF REQUEST:**

To approve the attached contract with MDOT for the milling & resurfacing of Creston Street from Evanston to Apple and to approve the attached resolution authorizing the Mayor and City Clerk to sign the contract.

**FINANCIAL IMPACT:**

MDOT's participation is about \$232,400 but not to exceed 81.85% of eligible cost. The estimated total (including engineering) cost of the project is \$335,000.

**BUDGET ACTION REQUIRED:**

None at this time. The City's share of the cost will come out of the Major Street Fund as was budgeted.

**STAFF RECOMMENDATION:**

That the attached agreement and resolution be approved.

**COMMITTEE RECOMMENDATION:**

RESOLUTION 2003-35 (1)

RESOLUTION FOR APPROVAL OF A CONTRACT AGREEMENT BETWEEN THE MICHIGAN DEPARTMENT OF TRANSPORTATION AND THE CITY OF MUSKEGON FOR THE MILLING & RESURFACING OF CRESTON FROM EVANSTON TO APPLE (M-46) TOGETHER WITH THE NECESSARY RELATED WORK AND AUTHORIZATION FOR MAYOR STEPHEN J. WARMINGTON AND CITY CLERK GAIL A KUNDINGER TO EXECUTE SAID CONTRACT

Moved by Vice Mayor Buie and supported by

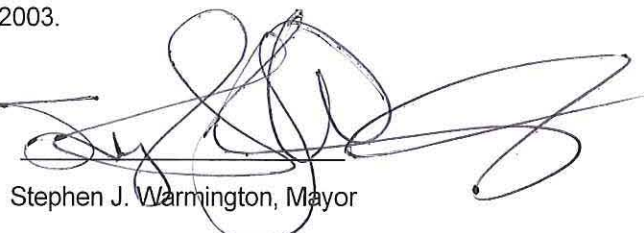
Commissioner Spataro that the following Resolution be adopted:

WHEREAS, entry by the City of Muskegon into Contract no. **03-5106** between the Michigan Department of Transportation and the City of Muskegon for the resurfacing & widening of the southbound exit ramp at US-31 and Sherman Blvd. within the City is in the best interests of the City of Muskegon.

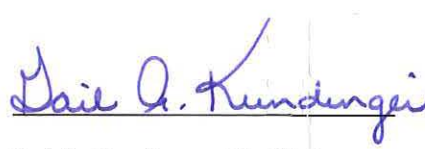
**RESOLVED**, that entry by the City into Contract Agreement Number **03-5106** be and the same is hereby authorized and approved and the Mayor and Clerk are authorized to execute said contract for and on behalf of the City of Muskegon.

Adopted this 22nd day of April, 2003.

BY

  
Stephen J. Warmington, Mayor

ATTEST

  
Gail A. Kunderger, City Clerk

CERTIFICATION

This resolution was adopted at a meeting of the City Commission, held on April 22, 2003. The meeting was properly held and noticed pursuant to the Open Meetings Act of the State of Michigan, Act 267 of the Public Acts of 1976.

CITY OF MUSKEGON

By

  
Gail A. Kunderger, Clerk

STP

DIR

|                 |               |
|-----------------|---------------|
| Project         | STP 0361(014) |
| Job Number      | 56365         |
| Control Section | STUL 61407    |
| Fed Item #      | HH 3504       |
| Contract No.    | 03-5106       |

## PART I

THIS CONTRACT, consisting of PART I and PART II (Standard Agreement Provisions), is made and entered into this date of MAY 07 2003, by and between the MICHIGAN DEPARTMENT OF TRANSPORTATION, hereinafter referred to as the "DEPARTMENT"; and the CITY OF MUSKEGON, a Michigan municipal corporation, hereinafter referred to as the "REQUESTING PARTY"; for the purpose of fixing the rights and obligations of the parties in agreeing to the following improvements, in the City of Muskegon, Michigan, hereinafter referred to as the "PROJECT" and estimated in detail on EXHIBIT "I", dated March 31, 2003, attached hereto and made a part hereof:

Hot mix asphalt paving work along Creston Street from Evanston Avenue to Highway M-46 (Apple Avenue); including pavement removal, drainage structure adjustment, grading, concrete base, and curb and gutter work; and all together with necessary related work.

WITNESSETH:

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

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

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

### SURFACE TRANSPORTATION PROGRAM

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

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

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

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

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

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

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

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

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

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

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

5. The PROJECT COST shall be met in part by contributions by the Federal Government. Under the terms of this contract, Federal Surface Transportation Funds shall be applied to the eligible items of the PROJECT COST at the established Federal participation ratio equal to 81.85 percent up to an amount not to exceed \$360,000. The balance of the PROJECT COST, after deduction of Federal Funds, shall be charged to and paid by the REQUESTING PARTY in the manner and at the times hereinafter set forth.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

15. The REQUESTING PARTY agrees that the costs reported to the DEPARTMENT for this contract will represent only those items that are properly chargeable in accordance with this contract. The REQUESTING PARTY also certifies that it has read the contract terms and has made itself aware of the applicable laws, regulations, and terms of this contract that apply to the reporting of costs incurred under the terms of this contract.

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

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

- A. Maintain bodily injury and property damage insurance for the duration of the PROJECT.
- B. Provide owner's protective liability insurance naming as insureds the State of Michigan, the Michigan State Transportation Commission, the DEPARTMENT and its officials, agents and employees, the REQUESTING PARTY and any other party with jurisdiction for the roadway being constructed as the PROJECT, and their employees, for the duration of the PROJECT and to provide copies of certificates of insurance to the insureds.

It is understood that the DEPARTMENT does not assume jurisdiction of the highway described as the PROJECT as a result of being named as an insured on the owners protective liability insurance policy.

- C. Comply with the requirements of notice of cancellation and reduction of insurance set forth in the current standard specifications for construction and to provide copies of notices and reports prepared to those insured.

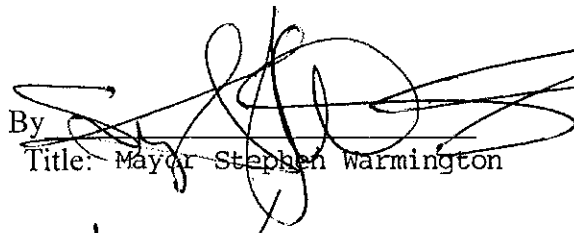
18. This contract shall become binding on the parties hereto and of full force and effect upon the signing thereof by the duly authorized officials for the parties hereto and upon the adoption of the necessary resolutions approving said contract and authorizing the signatures thereto of the respective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

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

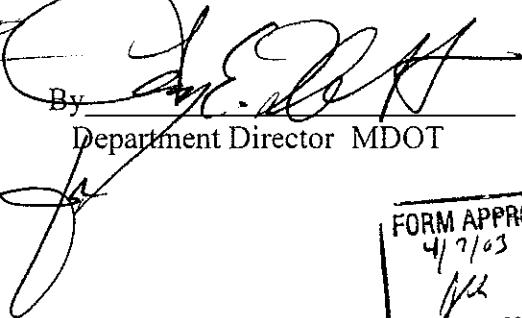
CITY OF MUSKEGON

MICHIGAN DEPARTMENT  
OF TRANSPORTATION

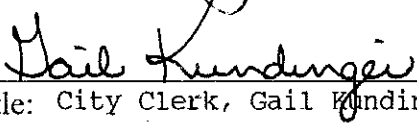
By

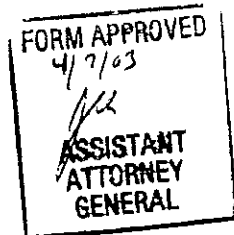
  
Title: Mayor Stephen Warmington

By

  
Department Director MDOT

By

  
Title: City Clerk, Gail Kunding



March 31, 2003

EXHIBIT I

|                 |               |
|-----------------|---------------|
| PROJECT         | STP 0361(014) |
| JOB NUMBER      | 56365         |
| CONTROL SECTION | STUL 61407    |

ESTIMATED COST

CONTRACTED WORK

|                |           |
|----------------|-----------|
| Estimated Cost | \$292,400 |
|----------------|-----------|

COST PARTICIPATION

|                                    |                  |
|------------------------------------|------------------|
| GRAND TOTAL ESTIMATED COST         | \$292,400        |
| Less Federal Funds*                | <u>\$239,300</u> |
| BALANCE (REQUESTING PARTY'S SHARE) | \$ 53,100        |

\*Federal Funds shall be applied to the eligible items of the PROJECT COST at a participation ratio equal to 81.85 percent up to an amount not to exceed \$360,000.

NO DEPOSIT

DOT

TYPE B  
BUREAU OF HIGHWAYS  
03-15-93

## PART II

### STANDARD AGREEMENT PROVISIONS

SECTION I COMPLIANCE WITH REGULATIONS AND DIRECTIVES

SECTION II PROJECT ADMINISTRATION AND SUPERVISION

SECTION III ACCOUNTING AND BILLING

SECTION IV MAINTENANCE AND OPERATION

SECTION V SPECIAL PROGRAM AND PROJECT CONDITIONS

## SECTION I

### COMPLIANCE WITH REGULATIONS AND DIRECTIVES

- A. To qualify for eligible cost, all work shall be documented in accordance with the requirements and procedures of the DEPARTMENT.
- B. All work on projects for which reimbursement with Federal funds is requested shall be performed in accordance with the requirements and guidelines set forth in the following Directives of the Federal-Aid Policy Guide (FAPG) of the FHWA, as applicable, and as referenced in pertinent sections of Title 23 and Title 49 of the Code of Federal Regulations (CFR), and all supplements and amendments thereto.
  - 1. Engineering
    - a. FAPG (6012.1): Preliminary Engineering
    - b. FAPG (23 CFR 172): Administration of Engineering and Design Related Service Contracts
    - c. FAPG (23 CFR 635A): Contract Procedures
    - d. FAPG (49 CFR 18.22): Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments—Allowable Costs
  - 2. Construction
    - a. FAPG (23 CFR 140E): Administrative Settlement Costs-Contract Claims
    - b. FAPG (23 CFR 140B): Construction Engineering Costs
    - c. FAPG (23 CFR 17): Recordkeeping and Retention Requirements for Federal-Aid Highway Records of State Highway Agencies
    - d. FAPG (23 CFR 635A): Contract Procedures
    - e. FAPG (23 CFR 635B): Force Account Construction
    - f. FAPG (23 CFR 645A): Utility Relocations, Adjustments and Reimbursement
    - g. FAPG (23 CFR 645B): Accommodation of Utilities (PPM 30-4.1)

- h. FAPG (23 CFR 655F): Traffic Control Devices on Federal-Aid and other Streets and Highways
  - i. FAPG (49 CFR 18.22): Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments—Allowable Costs
- 3. Modification Or Construction Of Railroad Facilities
  - a. FAPG (23 CFR 140I): Reimbursement for Railroad Work
  - b. FAPG (23 CFR 646B): Railroad Highway Projects
- C. In conformance with FAPG (23 CFR 630C) Project Agreements, the political subdivisions party to this contract, on those Federally funded projects which exceed a total cost of \$100,000.00 stipulate the following with respect to their specific jurisdictions:
  - 1. That any facility to be utilized in performance under or to benefit from this contract is not listed on the Environmental Protection Agency (EPA) List of Violating Facilities issued pursuant to the requirements of the Federal Clean Air Act, as amended, and the Federal Water Pollution Control Act, as amended.
  - 2. That they each agree to comply with all of the requirements of Section 114 of the Federal Clean Air Act and Section 308 of the Federal Water Pollution Control Act, and all regulations and guidelines issued thereunder.
  - 3. That as a condition of Federal aid pursuant to this contract they shall notify the DEPARTMENT of the receipt of any advice indicating that a facility to be utilized in performance under or to benefit from this contract is under consideration to be listed on the EPA List of Violating Facilities.
- D. Ensure that the PROJECT is constructed in accordance with and incorporates all committed environmental impact mitigation measures listed in approved environmental documents unless modified or deleted by approval of the FHWA.
- E. All the requirements, guidelines, conditions and restrictions noted in all other pertinent Directives and Instructional Memoranda of the FHWA will apply to this contract and will be adhered to, as applicable, by the parties hereto.

## SECTION II

### PROJECT ADMINISTRATION AND SUPERVISION

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

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

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

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

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

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

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

### SECTION III

#### ACCOUNTING AND BILLING

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

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

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

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

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

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

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

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

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

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

The REQUESTING PARTY shall adhere to the following requirements associated with audits of accounts and records:

- a. Agencies expending a total of \$300,000 or more in federal funds, from one or more funding sources in its fiscal year, shall comply with the requirements of the federal Office of Management and Budget (OMB) Circular A-133, as revised or amended.

The agency shall submit two copies of:

The Reporting Package  
The Data Collection Form  
The management letter to the agency, if one issued by the audit firm

The OMB Circular A-133 audit must be submitted to the address below in accordance with the time frame established in the circular, as revised or amended.

b. Agencies expending less than \$300,000 in federal funds must submit a letter to the Department advising that a circular audit was not required. The letter shall indicate the applicable fiscal year, the amount of federal funds spent, the name(s) of the Department federal programs, and the CFDA grant number(s). This information must also be submitted to the address below.

c. Address: Michigan Department of Transportation  
Bureau of Highways Technical Services  
425 W. Ottawa, P.O. Box 30050  
Lansing, MI 48909

d. Agencies must also comply with applicable State laws and regulations relative to audit requirements.

e. Agencies shall not charge audit costs to Department's federal programs which are not in accordance with the OMB Circular A-133 requirements.

f. All agencies are subject to the federally required monitoring activities, which may include limited scope reviews and other on-site monitoring.

2. Agreed Unit Prices Work - All billings for work undertaken by the REQUESTING PARTY on an agreed unit price basis will be submitted in accordance with the Michigan Department of Transportation Standard Specifications for Construction and pertinent FAPG Directives and Guidelines of the FHWA.

3. Force Account Work and Subcontracted Work - All billings submitted to the DEPARTMENT for Federal reimbursement for items of work performed on a force account basis or by any subcontract with a consulting firm, railway company, governmental agency or other party, under the terms of this contract, shall be prepared in accordance with the provisions of the pertinent FHPM Directives and the procedures of the DEPARTMENT. Progress billings may be submitted monthly during the time work is being performed provided, however, that no bill of a lesser amount than \$1,000.00 shall be submitted unless it is a final or end of fiscal year billing. All billings shall be labeled either "Progress Bill Number \_\_\_\_\_", or "Final Billing".

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

B. Payment of Contracted and DEPARTMENT Costs:

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

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

C. General Conditions:

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

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

## SECTION IV

### MAINTENANCE AND OPERATION

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

1. All Projects:

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

2. Projects Financed in Part with Federal Monies:

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

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

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

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

## SECTION V

### SPECIAL PROGRAM AND PROJECT CONDITIONS

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

**APPENDIX A**  
**PROHIBITION OF DISCRIMINATION IN STATE CONTRACTS**

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

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

March, 1998

## APPENDIX B

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

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

## **APPENDIX C**

### **TO BE INCLUDED IN ALL FINANCIAL ASSISTANCE AGREEMENTS WITH LOCAL AGENCIES**

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

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

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

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

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

2003-35 m)

**Commission Meeting Date: April 22, 2003**

**Date:** April 15, 2003  
**To:** Honorable Mayor & City Commission  
**From:** Planning & Economic Development Department *CBC*  
**RE:** Set Public Hearing for Amendment to Brownfield Plan- Verplank Dock Co.

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SUMMARY OF REQUEST: To approve the attached resolution setting a public hearing for an amendment for the Brownfield Plan. The amendment is for the inclusion of property owned by Verplank Dock Co., located at 205 E. Western Avenue, in the Brownfield Plan.

FINANCIAL IMPACT: There is no direct financial impact in setting the public hearing, although the expansion of the current Verplank Dock Co. to the new site will add to the tax base of the City of Muskegon.

BUDGET ACTION REQUIRED: None.

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

COMMITTEE RECOMMENDATION: The Brownfield Redevelopment Authority met on April 15, 2003 and approved the Brownfield Plan Amendment and recommends the approval of the Brownfield Plan Amendment to the Muskegon City Commission. In addition, the Brownfield Redevelopment Authority recommends that the Muskegon City Commission set a public hearing on the Plan Amendment for May 27, 2003.

**RESOLUTION NOTIFYING TAXING UNITS  
AND CALLING PUBLIC HEARING REGARDING  
APPROVAL OF AN AMENDMENT TO THE BROWNFIELD PLAN OF THE  
CITY OF MUSKEGON BROWNFIELD REDEVELOPMENT AUTHORITY**

City of Muskegon  
County of Muskegon, Michigan  
2003- 35 (m)

Minutes of a Regular Meeting of the City Commission of the City of Muskegon, County of Muskegon, Michigan (the "City"), held in the City Commission Chambers, on the 22nd day of April, 2003, at 5:30 o'clock p.m., prevailing Eastern Time.

**PRESENT:**

Members Mayor Stephen Warmington, Vice Mayor Karen Buie, Commissioners; Stephen Gawron, Bill Larson, Clara Shepherd, Robert Schweifler, Lawrence Spataro

**ABSENT: Members**

None

The following preamble and resolution were offered by Member Vice Mayor Buie and supported by Member Commissioner Spataro

WHEREAS, the City of Muskegon, County of Muskegon, Michigan (the "City") is authorized by the provisions of Act 381, Public Acts of Michigan, 1996, as amended ("Act 381"), to create a brownfield redevelopment authority; and

WHEREAS, pursuant to Act 381, the City Commission of the City duly established the City of Muskegon Brownfield Redevelopment Authority (the "Authority"); and

WHEREAS, in accordance with the provisions of Act 381, the Authority has prepared and approved a Brownfield Plan Amendment; and

WHEREAS, the Authority has forwarded the Brownfield Plan Amendment to the City Commission requesting its approval of the Brownfield Plan Amendment; and

WHEREAS, prior to approval of the Brownfield Plan Amendment, the Muskegon City Commission desires to hold a public hearing in connection with consideration of the Brownfield Plan Amendment as required by Act 381; and

WHEREAS, prior to approval of the Brownfield Plan Amendment, the City Commission is required to provide notice and a reasonable opportunity to the taxing jurisdictions levying taxes subject to capture to express their views and recommendations regarding the Brownfield Plan Amendment.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The City Commission hereby acknowledges receipt of the Brownfield Plan Amendment from the Authority and directs the City Clerk to send a copy of the proposed Brownfield Plan Amendment to the governing body of each taxing jurisdiction in the City, notifying them of the City Commission's intention to consider approval of the Brownfield Plan Amendment [after the public hearing described below].

2. A public hearing is hereby called on the 27th day of May, 2003 at 5:30 p.m., prevailing Eastern Time, in the City Hall to consider adoption by the City Commission of a resolution approving the Brownfield Plan Amendment.

3. The City Clerk shall cause notice of said public hearing to be published in the Muskegon Chronicle, a newspaper of general circulation in the City, twice before the public hearing. The first publication of the notice shall be not less than 20 days or more than 40 days before the date set for the public hearing. The notice shall be published as a display advertisement prominent in size.

4. The notice of the hearing shall be in substantially the following form:

CITY OF MUSKEGON  
COUNTY OF MUSKEGON, STATE OF MICHIGAN

PUBLIC HEARING ON A BROWNFIELD PLAN AMENDMENT OF THE  
CITY OF MUSKEGON BROWNFIELD REDEVELOPMENT AUTHORITY

TO ALL INTERESTED PERSONS IN THE CITY OF MUSKEGON:

PLEASE TAKE NOTICE that the Muskegon City Commission of the City of Muskegon, Michigan, will hold a public hearing on Tuesday, the 27th day of May, 2003, at 5:30 p.m., prevailing Eastern Time in the City Hall located at 933 Terrace Street, Muskegon, Michigan, to consider the adoption of a resolution approving a Brownfield Plan Amendment for the City of Muskegon Brownfield Redevelopment Authority pursuant to Act 381 of the Public Acts of Michigan of 1996, as amended.

The property to which the proposed Brownfield Plan Amendment applies is:

205 E. Western Avenue  
(Former Consumer's Energy Fly Ash Disposal Facility)  
Muskegon, Michigan

Copies of the proposed Brownfield Plan Amendment are on file at the office of the City Clerk for inspection during regular business hours.

At the public hearing, all interested persons desiring to address the City Commission shall be afforded an opportunity to be heard in regard to the approval of the Brownfield Plan Amendment for the City of Muskegon Brownfield Redevelopment Authority. All aspects of the Brownfield Plan Amendment will be open for discussion at the public hearing.

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

Commissioners; Spataro, Gawron, Larson, Schweifler, Shepherd, Mayor Warmington

Vice Mayor Buie

NAYS: Members

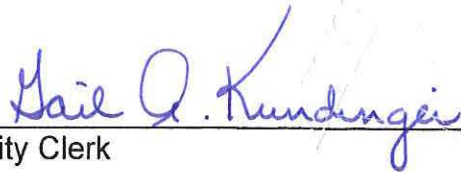
None

RESOLUTION DECLARED ADOPTED.

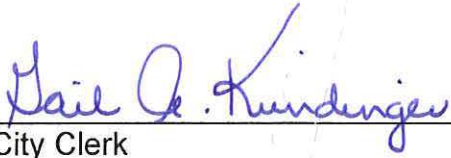
Dale A. Kundergi  
City Clerk

FURTHER INFORMATION may be obtained from the City Clerk.

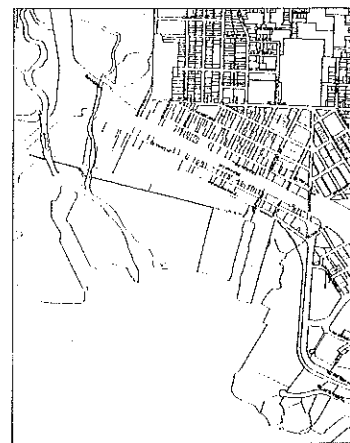
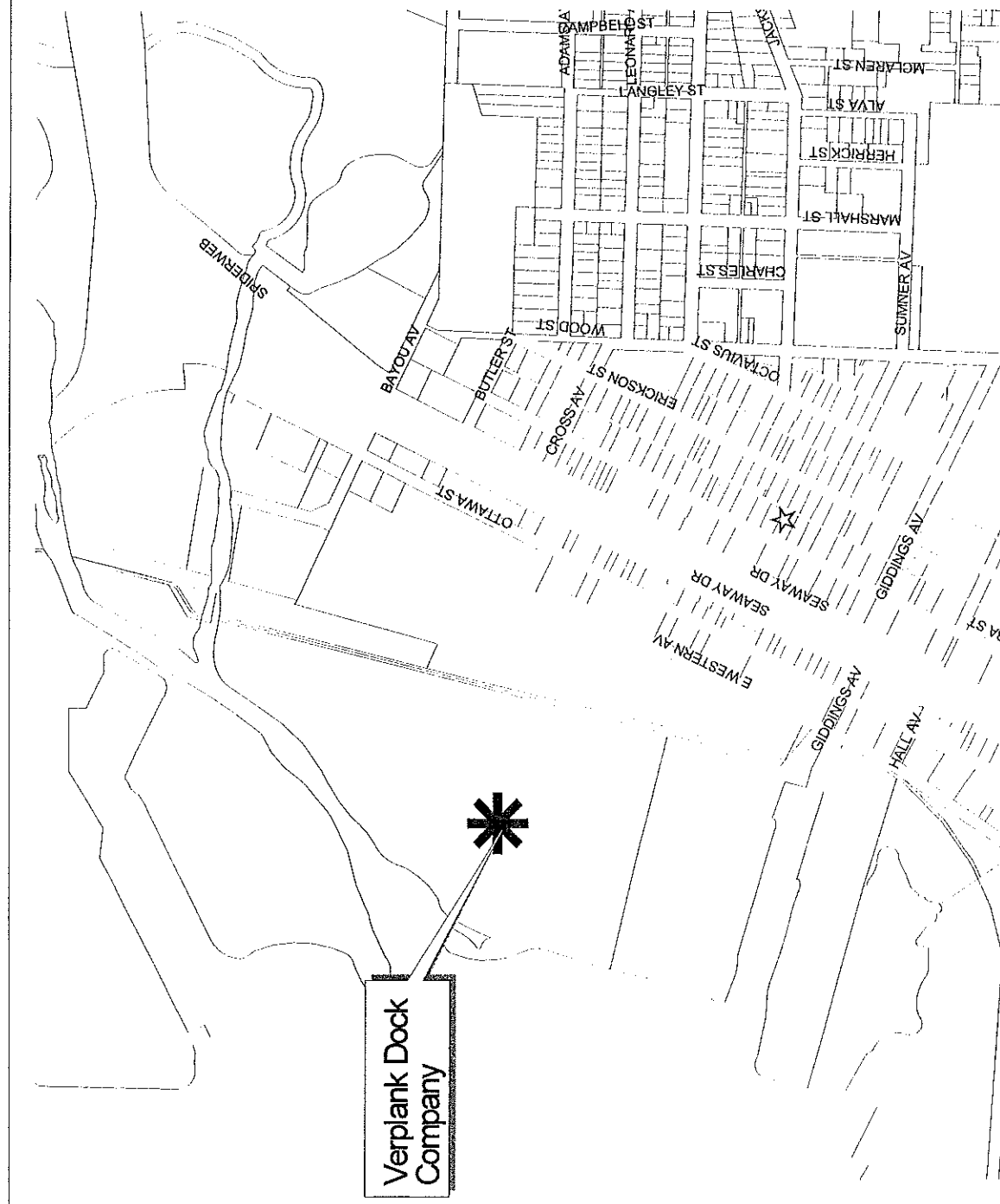
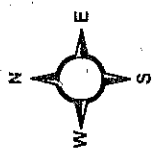
This notice is given by order of the City Commission of the City of Muskegon, Michigan.

  
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 April 22, 2003 and that said meeting was conducted and public notice of said meeting was given pursuant to and in full compliance with the Open Meetings Act, being Act 267, Public Acts of Michigan, 1976, as amended, and that the minutes of said meeting were kept and will be or have been made available as required by said Act.

  
City Clerk

# Property Location Map 205 E. Western Avenue



**CITY OF MUSKEGON**  
**BROWNFIELD REDEVELOPMENT AUTHORITY**  
***BROWNFIELD PLAN AMENDMENT***

Original Plan Approved by the Board of the City of Muskegon Brownfield Redevelopment Authority on February 23, 1998.

Original Plan Approved by the City Commission of the City of Muskegon on April 14, 1998.

Amended by the Board of the City of Muskegon Brownfield Redevelopment Authority on August 10, 1998

Amended by the City Commission of the City of Muskegon on August 11, 1998

Amended by the Board of the City of Muskegon Brownfield Redevelopment Authority on April 15, 2003.

Amended by the City Commission of the City of Muskegon on  
— May 27, 2003

**CITY OF MUSKEGON**  
**BROWNFIELD REDEVELOPMENT AUTHORITY**  
**BROWNFIELD PLAN**

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- B. Maximum Amount of Indebtedness
- C. Duration of the Brownfield Plan
- D. Displacement/Relocation of Individuals on  
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- E. Local Site Remediation Revolving Fund

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- B. Dilesco Corporation Property (Approved 8/11/98)
- C. Verplank Dock Company (Approved \_\_\_\_\_)

## I. INTRODUCTION

In order to promote the revitalization of commercial, industrial, and residential properties within the boundaries of the City of Muskegon (the "City"), the City established the City of Muskegon Brownfield Redevelopment Authority (the "Authority") pursuant to Act 381, Public Acts of Michigan, as amended ("Act 381"), and a resolution adopted by the Muskegon City Commission on February 10, 1998.

The major purpose of this Brownfield Plan ("Plan") is to promote the redevelopment of *eligible properties* within the City that are impacted by the presence of hazardous substances in concentrations that exceed Michigan's Part 201 Generic Cleanup Criteria ("facilities") or that have been determined to be Functionally Obsolete or Blighted. Inclusion of property within this Plan can facilitate financing of environmental response activities, infrastructure improvements, demolition, lead or asbestos abatement, and site preparation activities at *eligible properties*; and may also provide tax incentives to eligible taxpayers willing to invest in revitalization of *eligible properties*. By facilitating redevelopment of underutilized *eligible properties*, the Plan is intended to promote economic growth for the benefit of the residents of the City and all taxing units located within and benefited by the Authority.

This plan is intended to be a living document, which can be amended as necessary to achieve the purposes of Act 381. It is specifically anticipated that properties will be continually added to the Plan as new projects are identified. The Plan contains general provisions applicable to each site included in the Plan, as well as property-specific information for each project. The applicable Sections of Act 381 are noted throughout the Plan for reference purposes.

This Brownfield Plan contains the information required by Section 13(1) of Act 381, as amended. Additional information is available from the City Manager.

## II. GENERAL PROVISIONS

### A. Costs of the Brownfield Plan (Section 13(1)(a))

Any site-specific costs of implementing this Plan are described in the site-specific section of the Plan. Site-specific sources of funding may include tax increment financing revenue generated from new development on eligible brownfield properties, state and federal grant or loan funds, and/or private parties. Where private parties finance the costs of eligible activities under the Plan, tax increment revenues may be used to reimburse the private parties. The initial costs related to preparation of the Brownfield Plan were funded by the City's general fund. Subsequent amendments to the Plan are funded by the person requesting inclusion of a project in the Plan.

The Authority intends to pay for administrative costs and all of the things necessary or convenient to achieve the objectives and purposes of the Authority including, but not limited to:

- i) the cost of financial tracking and auditing the funds of the Authority,
- ii) costs for amending and/or updating this Plan, including legal fees, and
- iii) costs for Plan implementation

with any eligible tax increment revenues collected pursuant to the Plan. However, at this time, there are no properties included in this plan that will utilize tax increment financing and therefore there are currently no tax increment revenues to pay for these costs. As noted above, most costs related to the preparation of Plan amendments are borne by the person requesting inclusion of a project within the Plan.

### B. Method for Financing Costs of Plan (Section 13(1)(d) and (e))

The Authority does not intend at this time to incur debt, such as through the issuance of bonds or other financing mechanisms. In the future, the City or Brownfield Authority may incur some debt on a site-specific basis. Please refer to the site-specific section of this Plan for details on any debt to be incurred by the City or Authority. When a property proposed for inclusion in the Plan is in an area where tax increment financing is a viable option, the Authority intends to enter into Development Agreements with the property owners/developers of a properties included in the Plan to reimburse them for the costs of eligible activities undertaken pursuant to this Plan. Financing arrangements will be specified in the Development Agreement, and also identified in the Site Specific section of the Plan.

C. Duration of the Brownfield Plan (Section 13(1)(f))

The Plan, as it applies to a specific eligible property, shall be effective up to five (5) years after the year in which the total amount of any tax increment revenue captured is equal to the total costs of *eligible activities* attributable to the specific *eligible property*, or thirty (30) years from the date of approval of the Plan as it relates to an individual site, whichever is less. The total costs of *eligible activities* include the cost of principal and interest on any note or obligation issued by the Authority to pay for the costs of *eligible activities*, the reasonable costs of a work plan or remedial action plan, the actual costs of the Michigan Department of Environmental Quality's or Michigan Economic Growth Authority's review of the work plan or remedial action plan, and implementation of the *eligible activities*.

D. Displacement/Relocation of Individuals on *Eligible Properties* (Section 13(1)(i, j, k, l))

At this time, *eligible properties* identified in this Plan do not contain residences, nor are there any current plans or intentions by the City for identifying *eligible properties* that will require the relocation of residences. Therefore the provisions of Section 13(1)(i-l) are not applicable at this time.

E. Local Site Remediation Revolving Fund (Section 8; Section 13(1)(m))

At the time this Plan includes a property for which taxes will be captured through the increment financing authority provided by Act 381, it is the Authority's intent to establish a Local Site Remediation Revolving Fund ("Fund"). The Fund will consist of tax increment revenues that exceed the costs of eligible activities incurred on an eligible property, as specified in Section 13(5) of Act 381. Section 13(5) authorizes the capture of tax increment revenue from an eligible property for up to 5 years after the time that capture is required for the purposes of paying the costs of eligible activities identified in the Plan. It is the intention of the Authority to continue to capture tax increment revenues for 5 years after eligible activities are funded from those properties identified for tax capture in the Plan. The amount of school operating taxes captured for the Revolving Fund will be limited to the amount of school operating taxes captured for eligible activities under this Plan. It may also include funds appropriated or otherwise made available from public or private sources.

The Revolving Fund may be used to reimburse the Authority, the City, and private parties for the costs of eligible activities at *eligible properties* and other costs as permitted by Act 381. It may also be used for eligible activities on *eligible properties* for which there is no ability to capture tax increment revenues. The establishment of this Revolving Fund will provide additional flexibility to the

*City of Muskegon Brownfield Plan Amendment  
April 2003*

**Authority in facilitating redevelopment of brownfield properties by providing another source of financing for necessary eligible activities.**

### III. SITE SPECIFIC PROVISIONS

#### C. Verplank Dock Company

##### Eligibility and Project Summary (Sec. 13(1)(h))

Verplank Dock Company is located at 205 E. Western Avenue, Muskegon, Michigan ("Verplank Property"). A Legal Description and map of the Verplank Property is included in Attachment C-1. The Verplank Dock Company recently acquired this 53-acre property, which was formerly used by Consumers Energy as a fly ash disposal site. A Baseline Environmental Assessment, conducted pursuant to Part 201 of Michigan's Natural Resources and Environmental Protection Act, was completed for the property on December 8, 1999. The BEA and an accompanying Section 7a (Due Care) Compliance Analysis was affirmed by the Michigan Department of Environmental Quality on January 3, 2000.

The BEA concludes that the property is a "facility" pursuant to Part 201, and is therefore an *eligible property* pursuant to Act 381. This *eligible property* includes all personal property.

Verplank Dock Company intends to construct a commercial ship canal and loading dock for the delivery and storage of aggregate. The canal will be approximately 30 feet deep and material excavated from the canal will be placed on-site to raise and even elevation. The fly ash from the surface of the excavation will be capped by clean soils as well as by six inches of aggregate. Verplank Dock also plans to construct an office and scale on the northwest portion of the property.

Current plans are to initiate pre-construction activities upon approval of this Plan, with completion in approximately 2 years. Verplank Dock Company has represented that the estimated total capital investment for the project is \$6 million. Two jobs are likely to be transferred to the new dock and an estimated two new jobs created.

##### Eligible Activities, Financing, Cost of Plan (Sec. 31(1)(a),(b),(c),(d),(g))

Eligible activities that have been conducted on the property include preparation of a Baseline Environmental Assessment and Section 7a (Due Care) Compliance Analysis. Future eligible activities would likely be related to Due Care response activities. The property owner is funding these costs, therefore there are no eligible costs being financed with tax increment revenues. As such,

*City of Muskegon Brownfield Plan Amendment  
April 2003*

there are no costs to the City of Muskegon or its taxing jurisdictions as a result of the Verplank property being included in this Plan.

Single Business Tax Credit

The Verplank Property is included in the Plan to enable "qualified taxpayers" as defined by Act 228 of 1975, as amended, to avail themselves of eligibility for a credit against their Michigan single business tax liability for "eligible investments" as defined by P.A. 228. "Eligible investments" include demolition, construction, restoration, alteration, renovation, or improvement of buildings or site improvements on eligible property and the addition of machinery, equipment, and fixtures to *eligible property* after the effective date of this Plan Amendment.

Effective Date of Inclusion in Brownfield Plan

The Verplank Property was added to this Plan on \_\_\_\_\_2003.

## **ATTACHMENT C-1**

12/18/02 18:13 5177543804  
12/18/2002 19:24 10100421000

AKT PEERLESS

→→→ JACKSON OFFICE

008/008

PROPERTY TAX DIVISION  
P.O. BOX 538  
MUSKEGON, MI 49403-0538

2002 Winter Tax for Property Number: 81-24-117-300-0004

TAXPAYER NOTE: All property taxes are payable to the City of Muskegon. Please make checks payable to the City of Muskegon.

Property Address: 205 E WESTERN AVE

Make check payable to: City of Muskegon

Total Amount Due: \$22,345

Amount Remitted:

To: \*\*\*\*\* AUTOCR\*\*8001

VERPLANK DOCK CO  
PO BOX 8  
FERRYSBURG, MI 49409-0008

CITY OF MUSKEGON  
PROPERTY TAX DIVISION  
PO BOX 1825  
TROY, MI 48099-1825

Please detach along perforation. Keep bottom portion.

CITY OF MUSKEGON -- 2002 WINTER TAX BILL

MESSAGE TO TAXPAYER

TAXES ARE PAYABLE AT THE MUSKEGON CITY HALL, 8:30 AM - 5:00 PM, MON - FRI. OUR PHONE NUMBER, IS 231-724-6720. CHECKS MUST BE CLEAR OR RECEIPT IS VOID. MAKE CHECKS PAYABLE TO "CITY OF MUSKEGON". TAX IS PAYABLE FEBRUARY 14, 2003. AFTER FEBRUARY 14, A PENALTY OF 3% WILL BE ADDED. MARCH 1, 2003 & AFTER, THE REAL ESTATE PROPERTY TAX IS PAYABLE TO THE MUSKEGON COUNTY TREASURER WITH A 4% PENALTY PLUS 1% INTEREST PER MONTH UNTIL PAID.

PROPERTY INFORMATION

Property Assessed To: VERPLANK DOCK CO  
PO BOX 8  
FERRYSBURG, MI 49409

Property #: 81-24-117-300-0004-00 School Dist.: 81010  
Property Address: 205 E WESTERN AVE

Legal Description:

A PARCEL OF LAND IN SW 1/4 OF SEC 17, SE 1/4 SEC 18, NE 1/4 SEC 19 AND NW 1/4 SEC 20, TION RISH, INCL ALL OF BLK 847, ALL BLK 848, AND A PART OF BLKS 849 & 851, MORE PARTICULARLY DESC AS: COM AT P T WHERE S/L OF GIDDINGS AVE INT E LINE OF OTTAWA ST TH NLY ALG SD C/L OF GIDDINGS AVE EXT TO WLY LINE OF WESTERN AVE TH N 22 DEG 50 MIN E ALD SD WLY LINE 50 FT TH N 67 DEG 10 MIN W 200 FT TO POB TH N 10 DEG E 800 FT TO PT A TH CONT N 10 DEG E 2335.33 FT TO BANK OF MUSKEGON RIVER, TH CONT N 10 DEG E TO THREAD OF RIVER TH NLY AND SLY ALD SD THREAD TO ELY SHORE OF MUSKEGON LAKE EXT TH SLY ALD SD SHORE TO A P N 80 DEG W OF PT A TH S 80 DEG E 1288.21 FT TH S 10 DEG W 600 FT TH S 80 DEG E 110 FT TO POB. EXC THAT PART TAKEN FOR LAKESHORE TRAIL BIKE PATH DESC AS: THAT PT OF SEC 17 & 20, TION

TAX DETAIL

Taxable Value: \$386,803 Class: 202  
State Equalized Value: \$1,320,800 Mill Code:

| DESCRIPTION     | MILLAGE  | AMOUNT |
|-----------------|----------|--------|
| COUNTY          | 8.88840  | 3513.8 |
| M.A.I.S.D.      | 3.78880  | 1484.3 |
| CITY            | 10.07880 | 3979.0 |
| HACKLEY LIBRARY | 2.60000  | 947.5  |
| STATE EDUCATION | 5.00000  | 2388.8 |
| MPS OPERATIONS  | 18.00000 | 7108.4 |
| MPS DEPT        | 7.00000  | 2783.6 |

OPERATING FISCAL YEARS

The taxes on bill will be used for governmental

operations for the following fiscal year(s):

County: 10/01/2002 - 09/30/2003

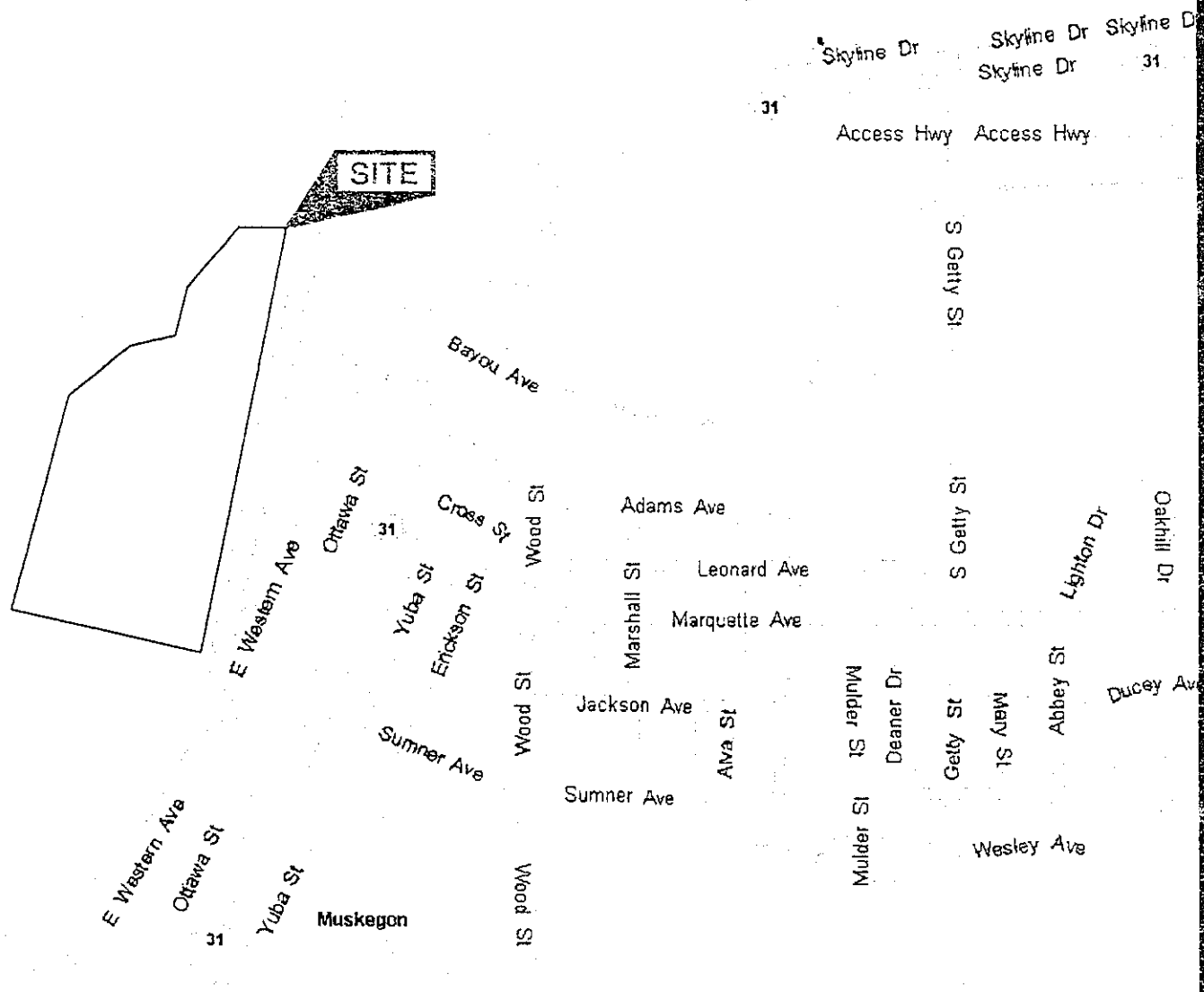
Town/City: 01/01/2003 - 12/31/2003

School: 07/01/2002 - 06/30/2003

State: 10/01/2002 - 09/30/2003

Muskegon

Muskegon State Game Area



## PROPERTY LOCATION MAP

VERPLANK DOCK COMPANY

205 E. WESTERN AVENUE

MUSKEGON, MICHIGAN

PROJECT NUMBER : 3878J

## LEGEND

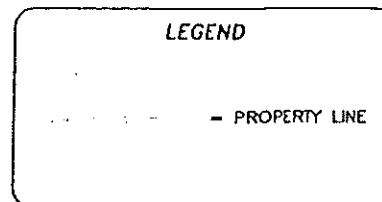
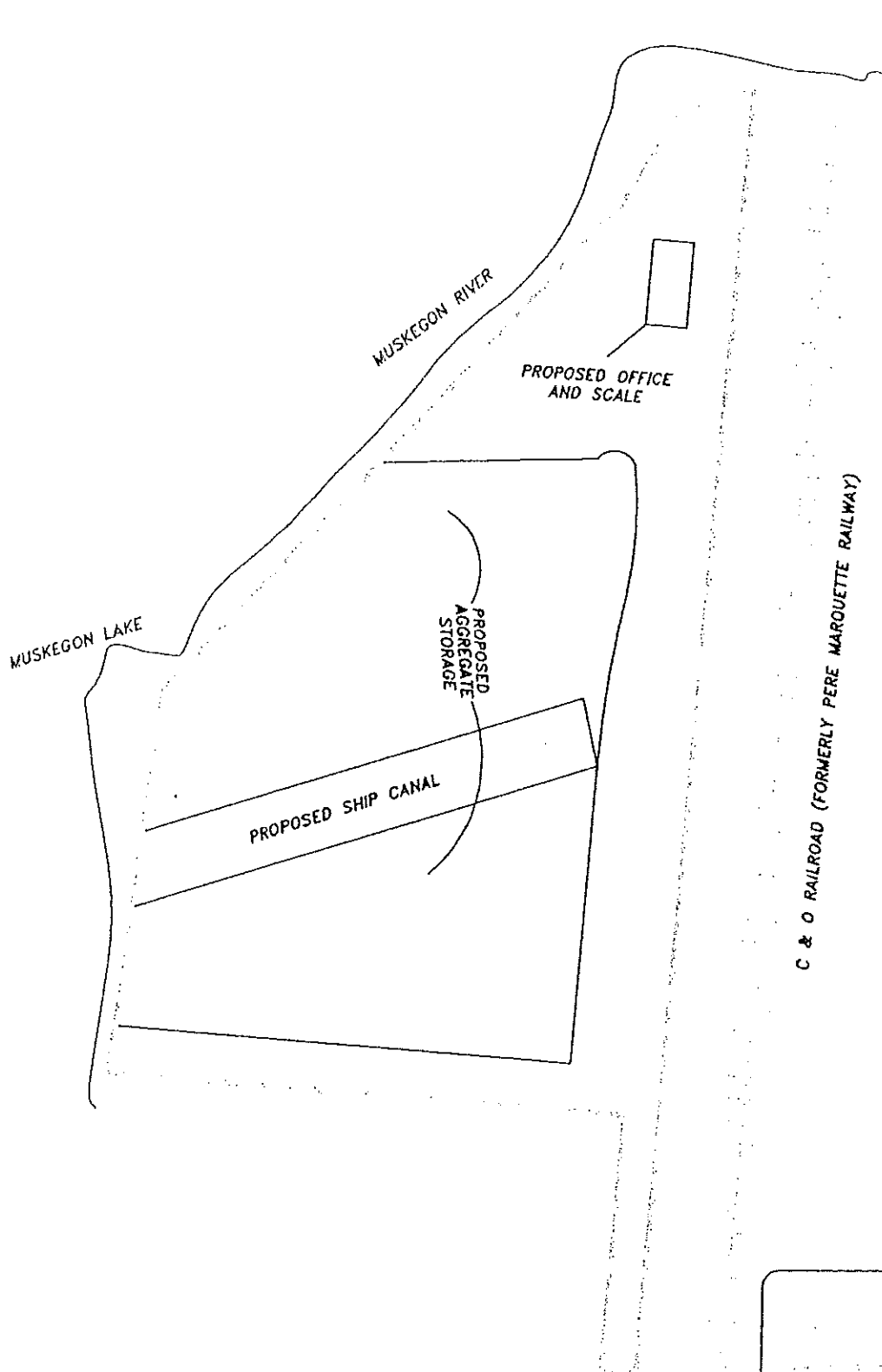


DRAWN BY: JJB  
DATE: 03-24-03

FIGURE 1

**AKTPEERLESS**  
environmental services

105 E. Michigan Ave., P.O. Box 655, Jackson, MI 48204  
Phone: (517)787-3393 Fax: (517)787-4508



NOTE: Proposed Site Use Map derived from Abonmarchie Environmental, Inc.

**AKT**PEERLESS  
environmental services

105 E. Michigan Ave., P.O. Box 655, Jackson, MI 49204  
Phone: (517)787-3393 Fax: (517)787-4508

PROPOSED SITE USE  
VERPLANK DOCK COMPANY

205 E. WESTERN AVENUE  
MUSKEGON, MICHIGAN  
PROJECT NUMBER : 3878J

DRAWN BY: JJB  
DATE: 03-24-03

0 200 400  
SCALE: 1" = 400'

FIGURE 2

**City of Muskegon  
Brownfield Redevelopment Authority  
County of Muskegon, State of Michigan**

**RESOLUTION APPROVING BROWNFIELD PLAN AMENDMENT**

Minutes of a regular meeting of the Board of the City of Muskegon Brownfield Redevelopment Authority, County of Muskegon, State of Michigan, held in the City Hall Conference Room 103 on the 15th day of April, 2003, at 4 o'clock p.m., prevailing Eastern Time.

PRESENT: Members: B. Mazade, C. Sawyer, K. Cierpial, R. Taylor, B. Bifoss, M. Plichta, M. Bottomley.

ABSENT: Members: E. Fethke, K. Jackson, W. Stone, L. Wood.

The following preamble and resolution were offered by Member R. Taylor and supported by Member C. Sawyer:

WHEREAS, a Brownfield Plan has been adopted pursuant to Act 381, Public Acts of Michigan, 1996, as amended ("Act 381"), a copy of which is on file with the Secretary of the City of Muskegon Brownfield Redevelopment Authority (the "Authority"); and

WHEREAS, the Authority is authorized to approve an amendment to the Brownfield Plan and recommends the amendment that adds the Verplank property to the Plan for approval to the City of Muskegon, County of Muskegon, State of Michigan (the "City").

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

1. Approval of Brownfield Plan. The Board hereby adopts and approves the Brownfield Plan Amendment and recommends the approval of the Brownfield Plan Amendment by the Muskegon City Commission.
2. Public Hearing. The Board hereby requests the Muskegon City Commission to provide a notice of Public Hearing on the proposed Brownfield Plan Amendment, and further requests that such hearing notice be provided to all taxing jurisdictions. Notice of the time and place

of the hearing shall be given by publication twice, the first of which shall be not less than 20 or more than 40 days before the date set for the hearing.

3. Deliver Resolution and Brownfield Plan to City. The Secretary of the Authority is directed to deliver a certified copy of this resolution and the Brownfield Plan Amendment to the City Clerk.

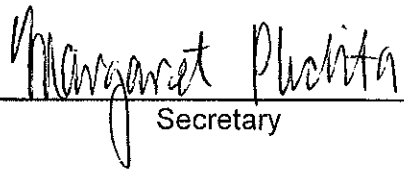
4. Disclaimer. By adoption of this resolution and approval of the Brownfield Plan Amendment, the Authority assumes no obligation or liability to the owner, developer or lessor of the Eligible Property for any loss or damage that may result to such persons from the adoption of this resolution and Brownfield Plan Amendment. The Authority makes no guarantees or representations as to the determinations of the appropriate state officials regarding the ability of the owner, developer or lessor to qualify for a single business tax credit pursuant to Act 228, Public Acts of Michigan, 1975, as amended, or as to the ability of the Authority to capture tax increment revenues from the State and local school district taxes for the Brownfield Plan, if applicable.

5. Repealer. All resolutions and parts of resolution in conflict with the provisions of this resolution are hereby repealed or amended to the extent of such conflict.

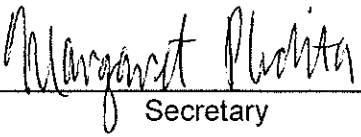
AYES: B. Mazade, C. Sawyer, K. Cierpial, R. Taylor, B. Bifoss, M. Plichta, M. Bottomley.

NAYS: None.

RESOLUTION DECLARED ADOPTED.

  
Secretary

I hereby certify that the foregoing is a true and complete copy of a resolution adopted by the Board of the City of Muskegon Brownfield Redevelopment Authority, County of Muskegon, State of Michigan, at a regular meeting held on April 15, 2003, and that said meeting was conducted and public notice of said 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.

  
Secretary

2003-35 n)  
300

**Date: April 22, 2003**  
**To: Honorable Mayor and City Commissioners**  
**From: City Clerk, Gail Kunding**  
**RE: Appointment to Various Boards and Committees**

---

SUMMARY OF REQUEST: To appoint Lynn Spearing to the Equal Opportunity Committee.

FINANCIAL IMPACT: None

BUDGET ACTION REQUIRED: None

STAFF RECOMMENDATION: Approval

COMMITTEE RECOMMENDATION: Community Relations Committee recommended approval

**Date: April 22, 2003**

2003-35 o)

**To: Honorable Mayor and City Commission**

**From: Community Relations Committee**

**City Clerk Gail Kunding**

**RE: Appointments to various boards/committees.**

---

SUMMARY OF REQUEST: To appoint Julie Waltz to the LRC replacing Tommie Watson who has moved from the city. Also, to appoint Paul Veltkamp to the DDA replacing William Stone.

FINANCIAL IMPACT: None.

BUDGET ACTION REQUIRED: None

STAFF RECOMMENDATION: To make the appointments.

COMMITTEE RECOMMENDATION: The Community Relations Committee recommended the appointments.

2003-36 c)

**Commission Meeting Date: April 22, 2003**

**Date:** April 15, 2003  
**To:** Honorable Mayor & City Commission  
**From:** Planning & Economic Development Department *CBC*  
**RE:** Comprehensive Economic Development Strategy  
Project List and Resolution

---

SUMMARY OF REQUEST: To approve the attached project list and resolution requesting participation and project inclusion in the Regional Comprehensive Economic Development Strategy (CEDS).

FINANCIAL IMPACT: None

BUDGET ACTION REQUIRED: None

STAFF RECOMMENDATION: To approve resolution.

COMMITTEE RECOMMENDATION: Planning Commission has approved the attached list of projects.

**MUSKEGON CITY COMMISSION**

**RESOLUTION REQUESTING PARTICIPATION AND PROJECT INCLUSION  
IN REGIONAL COMPREHENSIVE ECONOMIC DEVELOPMENT STRATEGY**

WHEREAS, the City of Muskegon currently and actively participates in the economic development activities of the West Michigan Shoreline Regional Development Commission (WMSRDC);

WHEREAS, the City of Muskegon has identified a number of economic development projects that will improve our community;

NOW THEREFORE, BE IT RESOLVED that the City of Muskegon requests that our economic development projects be included in the 2003 Comprehensive Economic Development Strategy (CEDS) Annual Report of the WMSRDC; and that it is our intention to utilize this CEDS to fulfill the planning requirements of the U. S. Department of Commerce-Economic Development Administration.

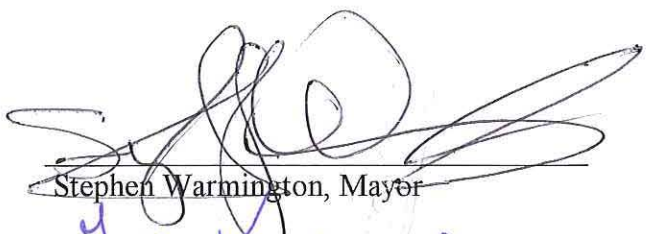
Adopted this 22<sup>nd</sup> Day of April 2003

Ayes: 7

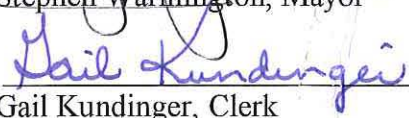
Nays: 0

Absent: 0

BY:

  
Stephen Warmington, Mayor

ATTEST:

  
Gail Kunderger, Clerk

I hereby certify that the foregoing constitutes a true and complete copy of a resolution adopted by the Muskegon City Commission, County of Muskegon, Michigan, at a regular meeting held on April 22, 2003.

  
Gail Kunderger, Clerk

# Memorandum

**To:** Mayor & City Commission

**From:** Joel Fitzpatrick, Business Development Specialist

**Date:** 04/15/03

**Re:** 2003 Comprehensive Economic Development Strategy (CEDS) Project  
Submissions – City of Muskegon

---

Please find the enclosed copies of the City of Muskegon projects proposed for inclusion in the 2003 Comprehensive Economic Development Strategy for the West Michigan Shoreline Regional Development Commission (WMSRDC). The CEDS process is required by the U.S. Economic Development Administration as a way of identifying projects that may receive funding through the EDA. Projects that are not included in the CEDS will not be considered for Federal funding.

Each year the City is requested to provide a list of projects that require federal assistance. By placing these projects on the funding list, the City ensures that the projects are, at a minimum, considered for funding. It is important to note that the CEDS process is not an application for funds, but rather a process of getting our projects on-line for future funding.

All of the projects submitted are repeat submissions and there have been no significant changes in the projects.

The process for including City projects in the CEDS is as follows:

1. Identification of projects.
2. Planning Commission review of projects.
3. Planning Commission recommendation to City Commission for project to be included in the CEDS.
4. City Commission approval of resolution submitting projects for the CEDS.
5. Submission of projects and resolution to the West Michigan Shoreline Regional Development Commission.

## **2003 CEDS Project List**

Medendorp Industrial Center Expansion

Medendorp Industrial Center Rail Spur

Downtown Muskegon/Lakefront Development

Port City Industrial Park Expansion

Farmers Seafood Market

Relocation of Michigan Steel

## 2003 CEDS PROJECT SUBMITTAL FORM

Applicant Name: City of Muskegon Project Name: Medendorp Industrial Center Expansion

Contact Person: Joel Fitzpatrick Phone: 231-724-6702

*Note: Please use a separate page for each project submitted.*

Location of Project: City of Muskegon County: Muskegon

Project Description: see attached

Estimated Project Start Date: 2004 ☐ New Project ☒ Facility Expansion  
(check one box)

**Important:** For Economic Development Infrastructure Construction Project, please remember to provide the required site location map with this form.

(Check one box per category)

### Project Type

☐ New Submission ☒ Repeat Submission (20\_\_)

### Letters of Commitment (from incoming and/or expanding firm(s))

☒ Yes ☐ No ☐ NA  
Not Applicable

### Project Costs: (estimated or actual)

Federal: 2,000,000

### Matching Funds

☒ Secured ☐ Lacking

State: \_\_\_\_\_

### Potential Job Creation (estimated)

100+ ☐ NA  
Not Applicable

Local: 500,000

### Potential Job Retention (estimated)

100+ ☐ NA  
Not Applicable

Other: \_\_\_\_\_

TOTAL: \$2,500,000

### Preliminary Engineering

☒ Complete ☐ In Progress  
☐ Lacking ☐ NA  
Not Applicable

### Is your project in a Comprehensive Plan, Master Plan, TIFA Plan, Financing Plan, or similar document?

☒ Yes (identify) ☐ No  
Master Plan, CEDS, LDFA Plan, CIP

*Do not write below this line.*

Creation/Cost Ratio: \_\_\_\_\_ Distress Level: \_\_\_\_\_ Category: \_\_\_\_\_  
Retention/Cost Ratio: \_\_\_\_\_ Low/Mod%: \_\_\_\_\_ TOTAL POINTS: \_\_\_\_\_

**Return this form to:** 2003 CEDS Projects  
West Michigan Shoreline Regional Development Commission  
P.O. Box 387  
Muskegon, MI 49443-0387

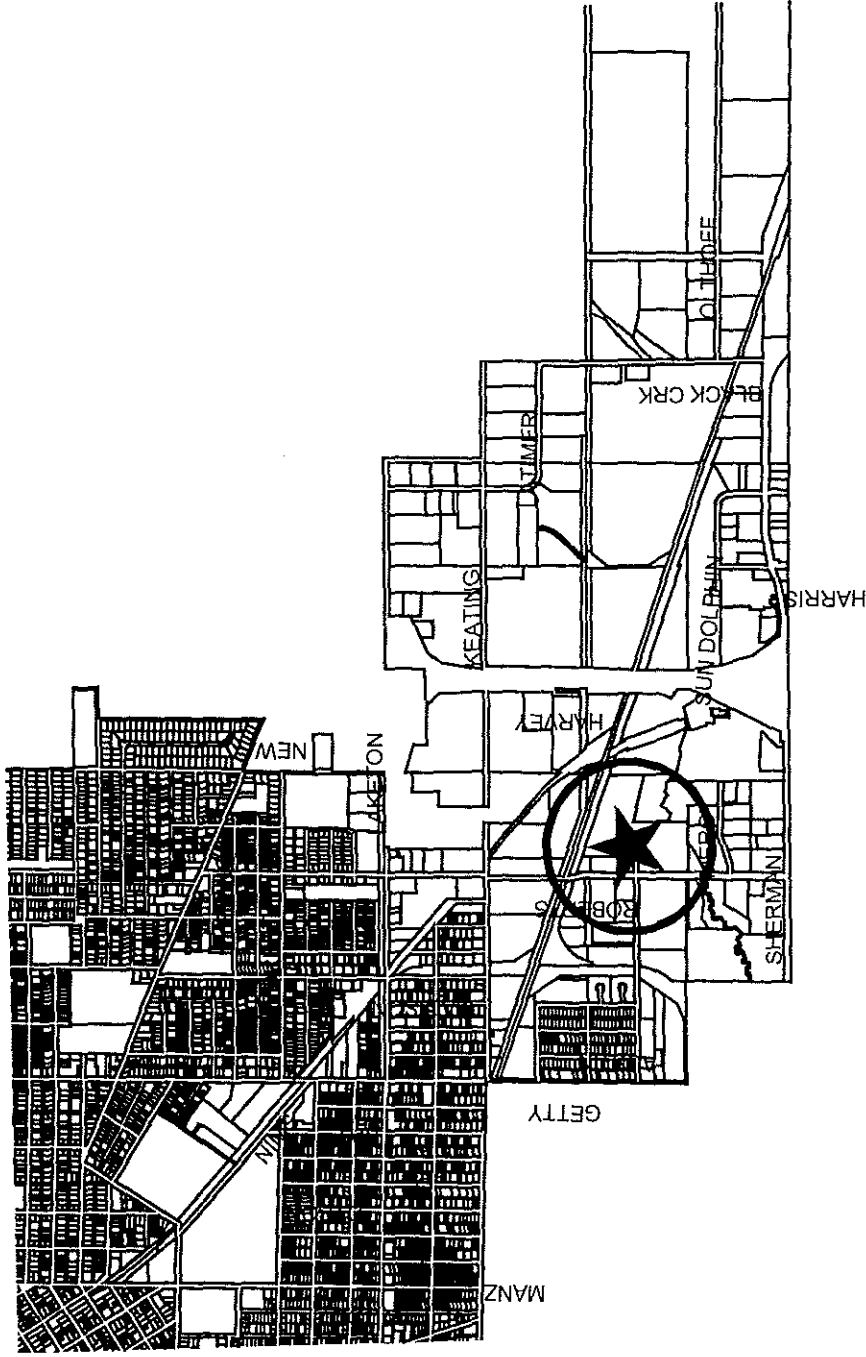
(231) 722-7878 ext. 18 Fax: (231) 722-9362  
E-mail: [ekuhn@wmsrdc.org](mailto:ekuhn@wmsrdc.org)

## PROJECT DESCRIPTION

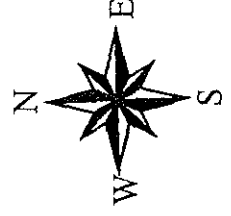
### Medendorp Industrial Center - Property Acquisition & Site Preparation

- A. Background - The Medendorp Industrial Center is one of the fastest growing industrial districts in Muskegon County. During 1997, the City of Muskegon sold its last three industrial lots in the Center. Given the present economic climate, it is vital for the City of Muskegon to make ready additional industrial property. The current inventory of industrial property in the City of Muskegon is near exhaustion.
- B. Project Scope - The acquisition and development of the project area specified within the Medendorp Industrial Center is a priority for the City as there is a definite need for ready-to-develop industrial land. The total project area is 45 acres. The industrial lots within the project area will range between 2-8 acres, thus creating greater diversity of industrial lots.
- C. Project Cost & Timing - To complete the property acquisition and site preparation, the estimated cost is \$2.5 million. This amount includes acquisition and demolition of 24 houses, relocation and extension of utilities to the area for industrial use. Also included is the cost of paving Madison, Nims, and Brunswick Streets. If funded the project could start in 2004.
- D. Funding Sources - Local match would be available from city water and sewer funds, Major Street funds, private contributions, and State funds.
- E. Project Beneficiaries - The City of Muskegon, as a whole, will benefit from an increase in industrial land. If industries in Muskegon are to be encouraged to expand, and new industries are to locate in the City, additional industrial property is a must. With the acquisition of the property within the Medendorp Industrial Center, new industries will increase the tax and employment base while clearing blighted properties.

# Medendorp Industrial Center



★ Project Area



## 2003 CEDS PROJECT SUBMITTAL FORM

Applicant Name: City of Muskegon Project Name: Medendorp Industrial Center Rail Spur

Contact Person: Joel Fitzpatrick Phone: 231-724-6702

*Note: Please use a separate page for each project submitted.*

Location of Project: City of Muskegon County: Muskegon

Project Description: see attached

Estimated Project Start Date: 2004 ☒ New Project ☐ Facility Expansion  
(check one box)

**Important:** For Economic Development Infrastructure Construction Project, please remember to provide the required site location map with this form.

(Check one box per category)

### Project Type

☐ New Submission ☒ Repeat Submission (20\_\_)

### Letters of Commitment (from incoming and/or expanding firm(s))

☒ Yes ☐ No ☐ NA  
Not Applicable

### Project Costs: (estimated or actual)

Federal: 500,000

### Matching Funds

☒ Secured ☐ Lacking

State: \_\_\_\_\_

### Potential Job Creation (estimated)

100+ ☐ NA  
Not Applicable

Local: 250,000

Other: \_\_\_\_\_

### Potential Job Retention (estimated)

10-99 ☐ NA  
Not Applicable

TOTAL: \$750,000

### Preliminary Engineering

☐ Complete ☐ In Progress  
☒ Lacking ☐ NA  
Not Applicable

### Is your project in a Comprehensive Plan, Master Plan, TIFA Plan, Financing Plan, or similar document?

☒ Yes (identify) ☐ No

CEDS, LDFA Plan

*Do not write below this line.*

Creation/Cost Ratio: \_\_\_\_\_ Distress Level: \_\_\_\_\_ Category: \_\_\_\_\_  
Retention/Cost Ratio: \_\_\_\_\_ Low/Mod%: \_\_\_\_\_ TOTAL POINTS: \_\_\_\_\_

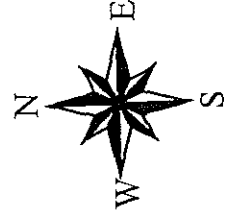
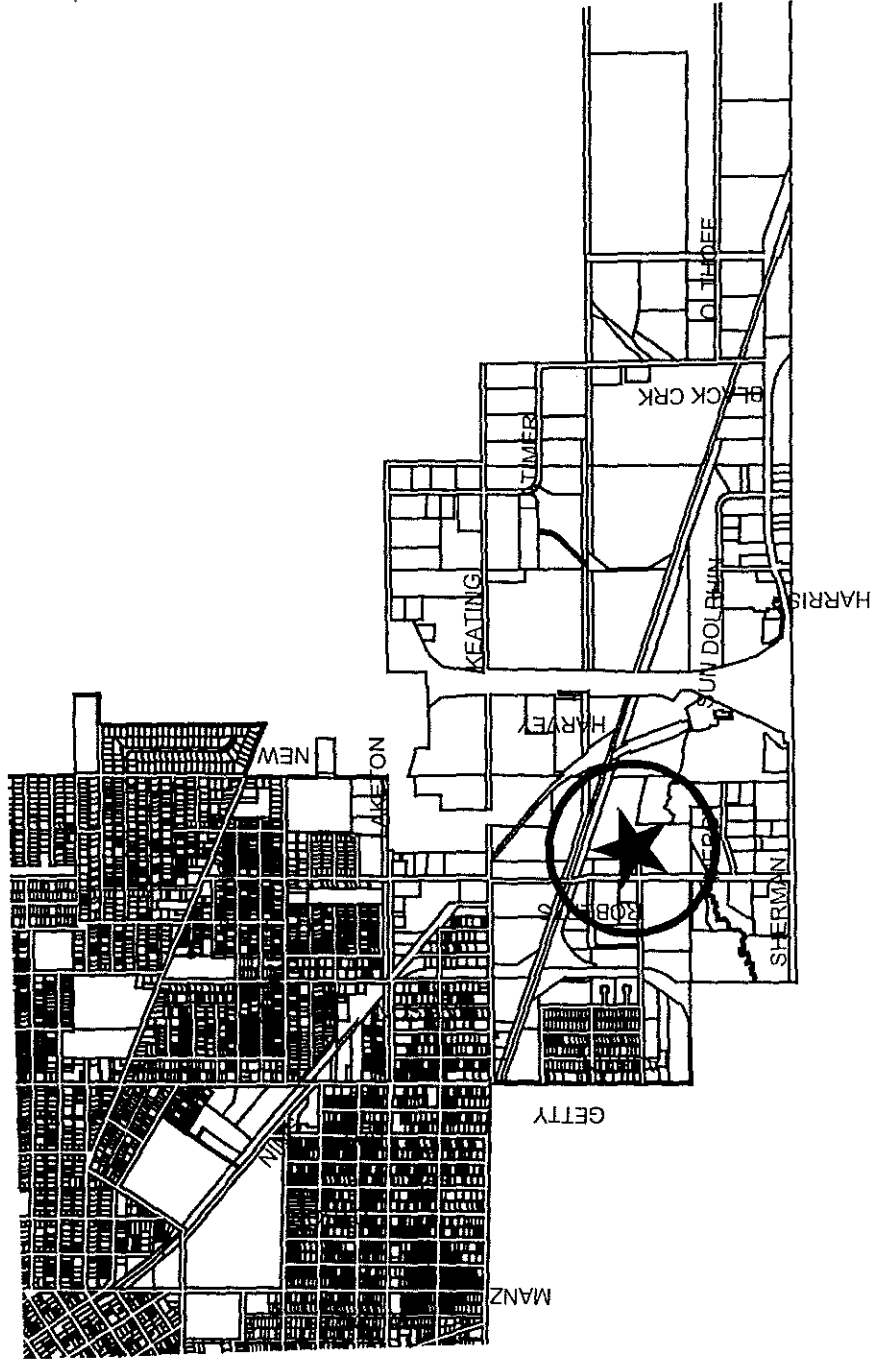
**Return this form to:** 2003 CEDS Projects  
West Michigan Shoreline Regional Development Commission  
P.O. Box 387  
Muskegon, MI 49443-0387  
  
(231) 722-7878 ext. 18 Fax: (231) 722-9362  
E-mail: [ekuhn@wmsrdc.org](mailto:ekuhn@wmsrdc.org)

## PROJECT DESCRIPTION

### Medendorp Industrial Center - Rail Spur

- A. Background - Several resident industries of the Medendorp Industrial Center have expressed an interest in utilizing rail services. As part of the Center's development plan, a rail spur would expand the level of services available to both existing and future industries.
- B. Project Scope - To construct industrial grade rail service from the CSX line within the Medendorp Industrial Center. A Master Development Plan exists for the Center.
- C. Project Cost & Timing - Construction and related costs are estimated to be \$750,000. If funded, the project could begin as early as 2004.
- D. Funding Sources - If funding were approved, local match would be provided by the LDFA, the City, or private sources.
- E. Project Beneficiaries - The project will benefit resident industries and retain approximately 150 jobs and help attract new industries to the Center.

# Medendorp Industrial Center - Rail Spur



## 2003 CEDS PROJECT SUBMITTAL FORM

Applicant Name: City of Muskegon Project Name: Downtown Muskegon Lakefront Development

Contact Person: Joel Fitzpatrick Phone: 231-724-6702

*Note: Please use a separate page for each project submitted.*

Location of Project: City of Muskegon County: Muskegon

Project Description: see attached

Estimated Project Start Date: 2004 ☒ New Project ☐ Facility Expansion  
(check one box)

**Important:** For Economic Development Infrastructure Construction Project, please remember to provide the required site location map with this form.

(Check one box per category)

### Project Type

☐ New Submission ☒ Repeat Submission (20\_\_)

### Letters of Commitment (from incoming and/or expanding firm(s))

☐ Yes ☒ No ☐ NA  
Not Applicable

### Project Costs: (estimated or actual)

Federal: 1,600,000

### Matching Funds

☒ Secured ☐ Lacking

State: \_\_\_\_\_

### Potential Job Creation (estimated)

100+ ☐ NA  
Not Applicable

Local: 400,000

Other: \_\_\_\_\_

### Potential Job Retention (estimated)

10-99 ☐ NA  
Not Applicable

TOTAL: \$2,000,000

### Preliminary Engineering

☐ Complete ☐ In Progress  
☒ Lacking ☐ NA  
Not Applicable

### Is your project in a Comprehensive Plan, Master Plan, TIFA Plan, Financing Plan, or similar document?

☒ Yes (identify) ☐ No  
Master Plan, CEDS, DDA Plan

*Do not write below this line.*

Creation/Cost Ratio: \_\_\_\_\_ Distress Level: \_\_\_\_\_ Category: \_\_\_\_\_  
Retention/Cost Ratio: \_\_\_\_\_ Low/Mod%: \_\_\_\_\_ TOTAL POINTS: \_\_\_\_\_

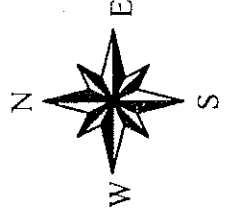
**Return this form to:** 2003 CEDS Projects  
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P.O. Box 387  
Muskegon, MI 49443-0387  
  
(231) 722-7878 ext. 18 Fax: (231) 722-9362  
E-mail: [ekuhn@wmsrdc.org](mailto:ekuhn@wmsrdc.org)

## PROJECT DESCRIPTION

### Downtown/Lakefront Redevelopment

- A. Background - The City has established a goal to redevelop its Muskegon Lake frontage. The City has a downtown/lakeshore Master Plan and a Waterfront Development Plan to help meet this goal. Other projects funded to implement this goal include: \$1 million MDEQ Site Assessment Grant for determining the marketability of contaminated sites along the lakefront; \$3 million from the federal and state government for the Enterprise Community; and \$12,000,000 from MDOT for the design of the completion of Shoreline Drive. Specific site development efforts are hampered by the typical brownfield versus greenfield scenarios. Therefore, sites for redevelopment must be prepared to a greater extent than in rural or suburban areas.
- B. Project Scope - Several sites contained within our MDEQ study area are targeted by developers. These sites will require land assembly and infrastructure improvements to make sites suitable for development upon completion of remediation of environmental concerns. Infrastructure improvements will include the relocation of existing and construction of new utilities and access drives.
- C. Project Cost & Timing - Estimated costs are \$2 million for land assembly and infrastructure improvements. If funded, the project could begin as soon as 2002.
- D. Funding Sources - If funding were approved, local match would be provided by the City and/ or private sources.
- E. Project Beneficiaries - The project will benefit the entire community but more specifically downtown residents and property owners. It is estimated that as many as 300 employment opportunities could arise from this project.

# Lakefront Development



★ Project Area

## 2003 CEDS PROJECT SUBMITTAL FORM

Applicant Name: City of Muskegon Project Name: Port City Industrial Park  
Expansion  
Contact Person: Joel Fitzpatrick Phone: 231-724-6702

*Note: Please use a separate page for each project submitted.*

Location of Project: City of Muskegon County: Muskegon

Project Description: see attached

Estimated Project Start Date: 2004 ☐ New Project ☒ Facility Expansion  
(check one box)

**Important:** For Economic Development Infrastructure Construction Project, please remember to provide the required site location map with this form.

(Check one box per category)

### Project Type

☐ New Submission ☒ Repeat Submission (20\_\_)

### Project Costs: (estimated or actual)

Federal: 1,100,000

State: \_\_\_\_\_

Local: 230,000

Other: \_\_\_\_\_

TOTAL: \$1,330,000

### Letters of Commitment (from incoming and/or expanding firm(s))

☒ Yes ☐ No ☐ NA  
Not Applicable

### Matching Funds

☒ Secured ☐ Lacking

### Potential Job Creation (estimated)

100+ ☐ NA  
Not Applicable

### Potential Job Retention (estimated)

100+ ☐ NA  
Not Applicable

### Preliminary Engineering

☒ Complete ☐ In Progress  
☐ Lacking ☐ NA  
Not Applicable

### Is your project in a Comprehensive Plan, Master Plan, TIFA Plan, Financing Plan, or similar document?

☒ Yes (identify) ☐ No  
Master Plan, LDFA, CEDS

*Do not write below this line.*

Creation/Cost Ratio: \_\_\_\_\_ Distress Level: \_\_\_\_\_ Category: \_\_\_\_\_

Retention/Cost Ratio: \_\_\_\_\_ Low/Mod%: \_\_\_\_\_ TOTAL POINTS: \_\_\_\_\_

**Return this form to:** 2003 CEDS Projects  
West Michigan Shoreline Regional Development Commission  
P.O. Box 387  
Muskegon, MI 49443-0387

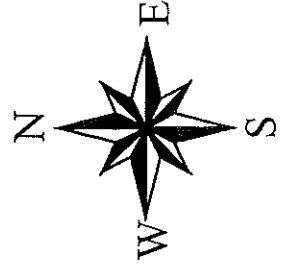
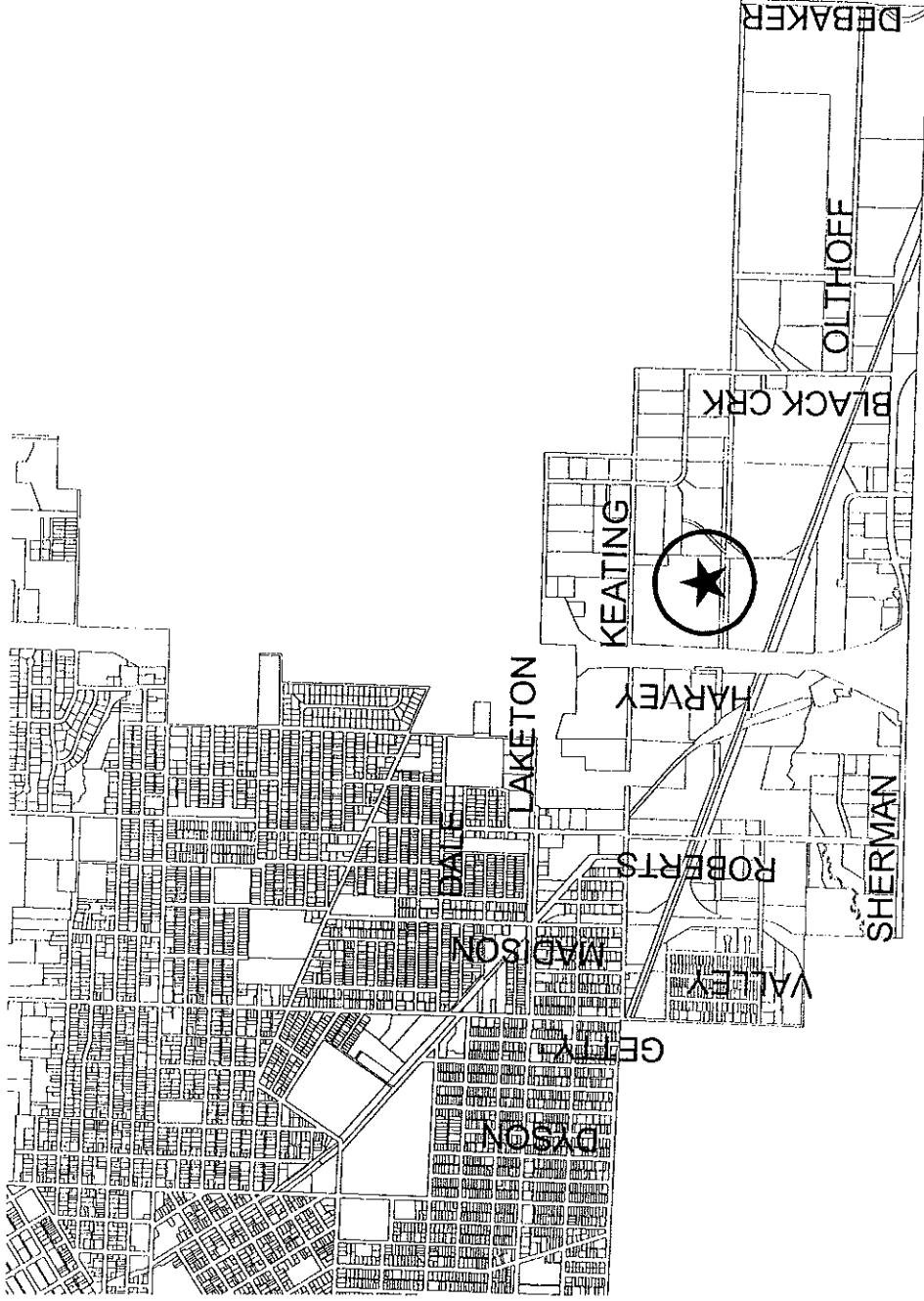
(231) 722-7878 ext. 18 Fax: (231) 722-9362  
E-mail: [ekuhn@wmsrdc.org](mailto:ekuhn@wmsrdc.org)

## PROJECT DESCRIPTION

### Port City Industrial Park - Expansion

- A. Background - The Port City Industrial Park was created in the 1960's and comprises over 400 acres. Additional land became available for development with the extension of Black Creek Drive. Developable industrial land within the park has been exhausted and the need for additional industrial land within the City is very urgent.
- B. Project Scope - The acquisition of a triangular piece of property south of the Sunrise Memorial Gardens Cemetery, construction of utilities to the property, and the extension of Industrial Boulevard south to the property, which will provide an additional 22 acres for industrial use.
- C. Project Cost & Timing - Staff has estimated the project cost to be approximately \$1.33 million, which includes roadway extension, water and sewer services, and property acquisition. If funding is secured the project could begin as soon as 2004.
- D. Funding Sources - If the City of Muskegon, were the recipient of an EDA grant, local match would be available from the Local Development Finance Authority, water and sewer funds, and State funds.
- E. Project Beneficiaries - By providing infrastructure to an unimproved area, new development will occur that will add to the tax and employment base of the community.

# Port City Industrial Park Expansion



★ Project Area

## 2003 CEDS PROJECT SUBMITTAL FORM

Applicant Name: City of Muskegon Project Name: Farmers/Seafood Market

Contact Person: Joel Fitzpatrick Phone: 231-724-6702

*Note: Please use a separate page for each project submitted.*

Location of Project: City of Muskegon County: Muskegon

Project Description: see attached

Estimated Project Start Date: 2004 ☒ New Project ☐ Facility Expansion  
(check one box)

**Important:** For Economic Development Infrastructure Construction Project, please remember to provide the required site location map with this form.

(Check one box per category)

### Project Type

☐ New Submission ☒ Repeat Submission (20\_\_)

### Project Costs: (estimated or actual)

Federal: 2,000,000

State: \_\_\_\_\_

Local: 4,000,000

Other: \_\_\_\_\_

TOTAL: \$6,000,000

### Letters of Commitment (from incoming and/or expanding firm(s))

☐ Yes ☒ No ☐ NA  
Not Applicable

### Matching Funds

☐ Secured ☒ Lacking

### Potential Job Creation (estimated)

10-99 ☐ NA  
Not Applicable

### Potential Job Retention (estimated)

10-99 ☐ NA  
Not Applicable

### Preliminary Engineering

☐ Complete ☐ In Progress  
☒ Lacking ☐ NA  
Not Applicable

### Is your project in a Comprehensive Plan, Master Plan, TIFA Plan, Financing Plan, or similar document?

☒ Yes (identify) ☐ No  
Master Plan, CEDS

*Do not write below this line.*

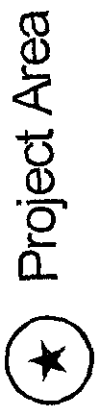
Creation/Cost Ratio: \_\_\_\_\_ Distress Level: \_\_\_\_\_ Category: \_\_\_\_\_  
Retention/Cost Ratio: \_\_\_\_\_ Low/Mod%: \_\_\_\_\_ TOTAL POINTS: \_\_\_\_\_

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Muskegon, MI 49443-0387  
  
(231) 722-7878 ext. 18 Fax: (231) 722-9362  
E-mail: [ekuhn@wmsrdc.org](mailto:ekuhn@wmsrdc.org)

## PROJECT DESCRIPTION

### Farmer's/Seafood Market

- A. Background - The idea of a downtown Farmer's/Seafood Market first surfaced during the Master Plan process. The Muskegon Boilerworks and the Mart Dock have been identified as the possible locations for the complex. The locations were chosen for their proximity to the waterfront and the central business district.
- B. Project Scope - This project will enhance the image of downtown and provide a new outlet for fresh produce/seafood.
- C. Project Cost & Timing - To complete the property acquisition and rehabilitation as well as the installation of new utilities, the estimated cost is \$6 million.
- D. Funding Sources - If funding were approved, local match would be provided by the City and/ or private sources.
- E. Project Beneficiaries - The project will benefit the entire community but more specifically downtown residents and property owners. Inner-city residents and employees would greatly benefit from the availability of fresh produce. An activity of this sort would also increase the amount of pedestrian activity in the downtown.



## 2003 CEDS PROJECT SUBMITTAL FORM

Applicant Name: City of Muskegon Project Name: Relocation of West Michigan Steel

Contact Person: Joel Fitzpatrick Phone: 231-724-6702

*Note: Please use a separate page for each project submitted.*

Location of Project: City of Muskegon County: Muskegon

Project Description: see attached

Estimated Project Start Date: 2004 ☐ New Project ☒ Facility Expansion  
(check one box)

**Important:** For Economic Development Infrastructure Construction Project, please remember to provide the required site location map with this form.

(Check one box per category)

### Project Type

☐ New Submission ☒ Repeat Submission (20\_\_)

### Letters of Commitment (from incoming and/or expanding firm(s))

☐ Yes ☒ No ☐ NA  
Not Applicable

### Project Costs: (estimated or actual)

Federal: 5,000,000

### Matching Funds

☐ Secured ☒ Lacking

State: 5,000,000

### Potential Job Creation (estimated)

10-99 ☐ NA  
Not Applicable

Local: 1,000,000

Other: 4,000,000

### Potential Job Retention (estimated)

100+ ☐ NA  
Not Applicable

TOTAL: \$15,000,000

### Preliminary Engineering

☐ Complete ☐ In Progress  
☒ Lacking ☐ NA  
Not Applicable

### Is your project in a Comprehensive Plan, Master Plan, TIFA Plan, Financing Plan, or similar document?

☒ Yes (identify) ☐ No  
Master Plan, CEDS

*Do not write below this line.*

Creation/Cost Ratio: Distress Level: Category:  
Retention/Cost Ratio: Low/Mod%: TOTAL POINTS:

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West Michigan Shoreline Regional Development Commission  
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Muskegon, MI 49443-0387

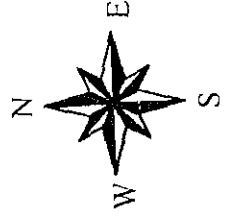
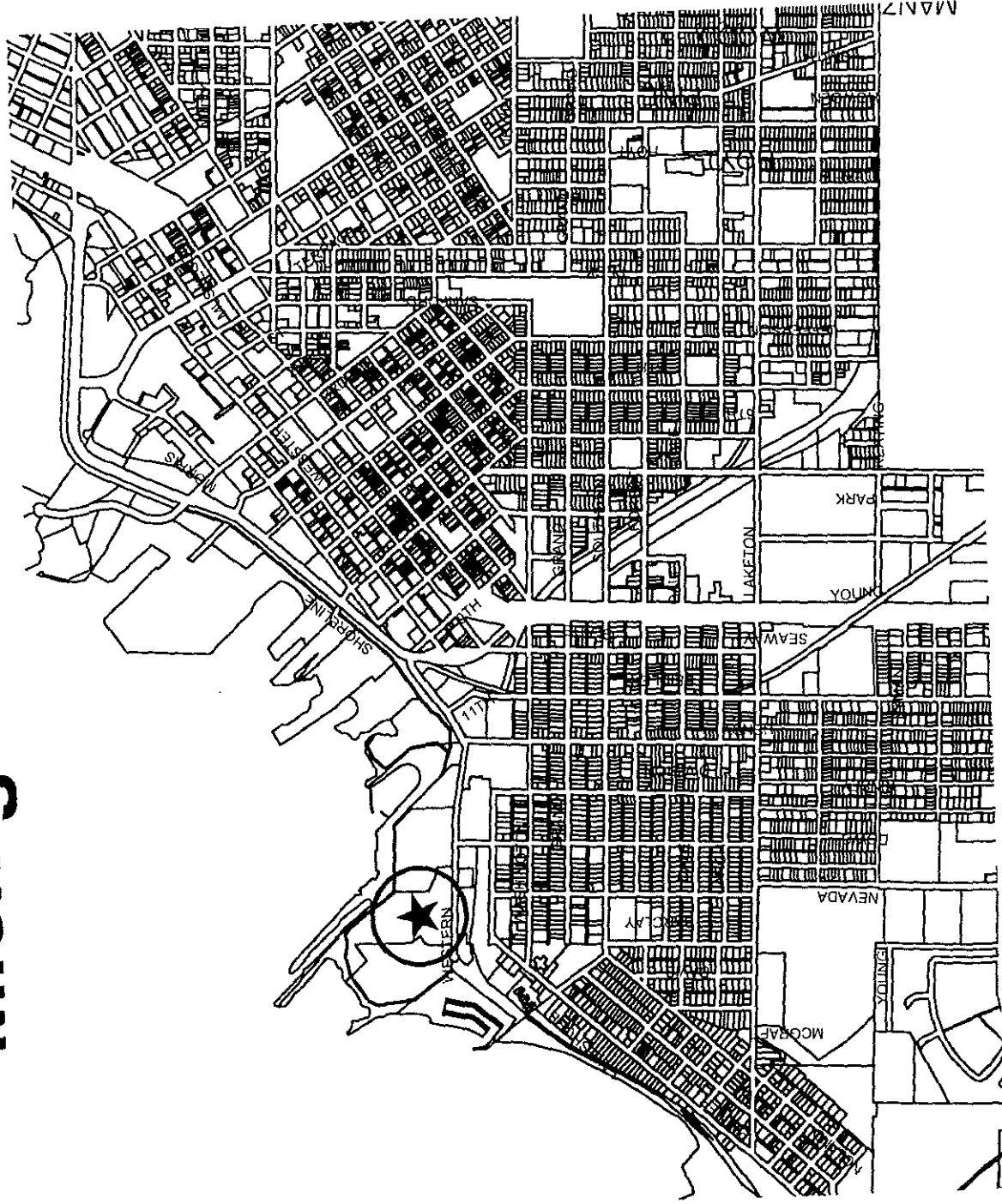
(231) 722-7878 ext. 18 Fax: (231) 722-9362  
E-mail: [ekuhn@wmsrdc.org](mailto:ekuhn@wmsrdc.org)

## PROJECT DESCRIPTION

### Michigan Steel Relocation

- A. Background - Michigan Steel is one of the last industrial uses located on the shoreline of Muskegon Lake. To completely redevelop the shoreline, Michigan Steel should be relocated to a more proper location in one of the Industrial Centers in the City of Muskegon.
- B. Project Scope - The project scope would be first to locate a new site for the company, followed by building a new facility and installing new utilities and infrastructure. Secondly, the companies existing assets would need to be relocated to the new facility. The existing facility would then require demolition and environmental remediation to prepare it for new development. New commercial/development would be more appropriate for a lakeshore location.
- C. Project Cost & Timing - Total estimated costs are \$15 million. This includes costs for building a new facility or purchasing an existing facility, equipment moving costs, environmental remediation, new infrastructure and utilities. If this project were to receive funding, the project could begin in 2004.
- D. Funding Sources - If funding were approved, local match would be provided from State, City, and private sources.
- E. Project Beneficiaries - The general public would benefit from the relocation of the facility both economically and ecologically. The relocation would also benefit Michigan Steel by placing them in a more proper location with better highway access.

# Michigan Steel Relocation



★ Project Area

2003-36e)

**Date:** April 15, 2003  
**To:** Honorable Mayor and City Commissioners  
**From:** Ric Scott   
**RE:** Tall Ships 2003 Request

---

**SUMMARY OF REQUEST:**

The Tall Ships 2003 committee is requesting that the City waive the fees for city services for this event.

**FINANCIAL IMPACT:**

Approximately \$40,000

**BUDGET ACTION REQUIRED:**

None

**STAFF RECOMMENDATION:**

Approve

**COMMITTEE RECOMMENDATION:**

Leisure Services Board meets on Monday

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

Assessor  
231/724-6708  
FAX/726-5181

Cemetery  
231/724-6783  
FAX/726-5617

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

Clerk  
231/724-6705  
FAX/724-4178

Comm. & Neigh.  
Services  
231/724-6717  
FAX/726-2501

Engineering  
231/724-6707  
FAX/727-6904

Finance  
231/724-6713  
FAX/724-6768

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

Income Tax  
231/724-6770  
FAX/724-6768

Info. Systems  
231/724-6744  
FAX/722-4301

Leisure Service  
231/724-6704  
FAX/724-1196

Manager's Office  
231/724-6724  
FAX/722-1214

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

Inspection Services  
231/724-6715  
FAX/726-2501

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

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

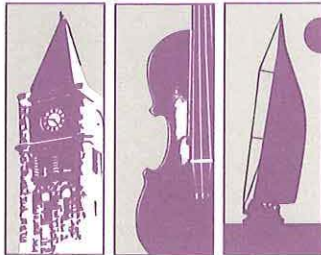
Public Works  
231/724-4100  
FAX/722-4188

Treasurer  
231/724-6720  
FAX/724-6768

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

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

# MUSKEGON



West Michigan's Shoreline City

**Date:** April 15, 2003

**To:** Honorable Mayor and City Commissioners

**From:** Ric Scott *[Signature]*

**Re:** Tall Ships 2003 Request

The Tall Ships 2003 committee is requesting that the City waive the fees for services for this year's event to be held on August 8<sup>th</sup>, 9<sup>th</sup>, and 10<sup>th</sup>. The City spent about \$40,000 in 2001 for the event.

The Leisure Services Board will meet Monday night to discuss the request

Staff recommends approval of the request.

Thank you for your consideration.

**Date:** April 22, 2003

2003-37a)

**To:** Honorable Mayor and City Commissioners

**From:** Water Filtration Plant

**RE:** DWRP Project Plan

---

SUMMARY OF REQUEST: To receive comments and views of interested persons on the Draft Project Plan and the environmental impacts of the proposed water system improvement alternatives.

BUDGET ACTION REQUIRED: None at this time.

STAFF RECOMMENDATION: To hold the public hearing.

NOTICE OF PUBLIC HEARING  
ON THE  
CITY OF MUSKEGON DWRF PROJECT PLAN

Notice is hereby given that the City of Muskegon will hold a public hearing on the proposed City of Muskegon Draft Project Plan for Water Treatment and Distribution System Improvements, for the purpose of receiving comments from interested persons. The hearing will be held at 5:30 p.m. on April 22, 2003 in the City Commission Chambers, 933 Terrace Street, Muskegon, Michigan.

The purpose of the hearing is to receive comments and views of interested persons on the Draft Project Plan and the environmental impacts of the proposed water system improvement alternatives. Discussions on the existing condition of the water system facilities, alternatives evaluated, anticipated environmental impacts, project costs and estimated user costs will be presented at the hearing.

The recommended plan includes improvements to major components of the water treatment process, conversion of existing facilities into residuals collection and treatment facilities, and improvements to the water distribution system.

The total estimated project cost is \$20,667,000. The City is pursuing a low-interest loan from the Michigan Drinking Water Revolving Fund (DWRF) loan program to finance the project. The projected increase in the cost to a typical residential customer will be discussed at the public hearing.

Copies of the plan detailing the proposed project will be available for public inspection on March 22, 2003, in the Clerk's office at City Hall.

Written comments received through the close of the public hearing on April 22, 2002 will be entered into the public hearing record and should be sent to the City Clerk's office at 933 Terrace Street, Muskegon, MI 49443.

Michigan Department of Environmental Quality

Jennifer M. Granholm, Governor

Steven E. Chester, Director



<http://www.michigan.gov>

## Drinking Water Revolving Fund Project Plan Submittal

|                                                                                                                                                                                                                                                                                                                      |  |                                                                                                                                                                                    |             |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------|
| <b>Name of the Project</b>                                                                                                                                                                                                                                                                                           |  | <b>Applicant's Federal Employer Identification Number (EIN)</b>                                                                                                                    |             |
| <b>Legal Name of Applicant</b> (The legal name of the applicant may be different than the name of the project. For example, a county may be the applicant for bonding purposes, while the project may be named for the particular village or township it serves.)<br><br><b>City of Muskegon, Michigan</b>           |  | <b>Areas Served by this Project</b><br><br>Counties _____<br><br>_____<br><br>Congressional Districts _____<br><br>State Senate Districts _____<br><br>State House Districts _____ |             |
| <b>Address of Applicant</b> (Street, PO Box, City, State & Zip)                                                                                                                                                                                                                                                      |  |                                                                                                                                                                                    |             |
| <b>Population Served by the Water Supplier</b> _____<br>If you are interested in an interim planning loan for the immediate reimbursement of project planning costs, check here <input type="checkbox"/><br>(An interim planning loan is available only to a municipality serving a population of less than 10,000.) |  |                                                                                                                                                                                    |             |
| <b>Brief Description of the Project</b>                                                                                                                                                                                                                                                                              |  |                                                                                                                                                                                    |             |
| <b>Estimated Total Cost of the Project</b>                                                                                                                                                                                                                                                                           |  | <b>Construction Start Target Date</b>                                                                                                                                              |             |
| <b>Name and Title of Applicant's Authorized Representative</b>                                                                                                                                                                                                                                                       |  | <b>Telephone</b>                                                                                                                                                                   | <b>FAX</b>  |
| <b>Address of Authorized Representative</b>                                                                                                                                                                                                                                                                          |  |                                                                                                                                                                                    |             |
| If same as address above, check here <input type="checkbox"/>                                                                                                                                                                                                                                                        |  |                                                                                                                                                                                    |             |
| <b>Signature of Authorized Representative</b>                                                                                                                                                                                                                                                                        |  |                                                                                                                                                                                    | <b>Date</b> |
| <b>Joint Resolution of Project Plan Adoption/Authorized Representative Designation is attached</b> check here <input type="checkbox"/>                                                                                                                                                                               |  |                                                                                                                                                                                    |             |

A final project plan, prepared and adopted in accordance with the Department's *Drinking Water Revolving Fund Program Project Plan Preparation Guidance*, must be submitted by July 1st in order for a proposed project to be considered for placement on Michigan's Project Priority List for the next fiscal year. Please send your final project plan with this form to:

MUNICIPAL FACILITIES SECTION  
 ENVIRONMENTAL SCIENCE AND SERVICES DIVISION  
 MICHIGAN DEPARTMENT OF ENVIRONMENTAL QUALITY  
 PO BOX 30457  
 LANSING MI 48909-7957

## **Kundinger, Gail**

---

**From:** Benoit, Dennis J. -- MPS [Dennis.Benoit@ttmps.com]  
**Sent:** Monday, April 14, 2003 4:11 PM  
**To:** Veneklasen, Bob  
**Cc:** Kuhn, Bob; Paul, Tim; Kundinger, Gail  
**Subject:** DWRF Public Hearing



DWRF PP  
mittal Form.dot.d



Muskegon  
Resolution.doc

Bob

Are you going to get a map showing the distribution system improvements  
(Item 4 of Wendy Jansma's letter)

This is the list of items that will need to be included as part of the Final  
Project Plan for the May 1 submittal:

- \* Revised public participation section to reflect the public hearing and resolution. (we will complete this)
- \* Not necessary, but it is a good idea to reference the public participation actions in the Executive Summary.
- \* Completed and signed DWRF Project Plan Submittal Form. (form is attached).
- \* Copy of the published notice of public hearing (Gail should have this)
- \* Copy of the the public hearing sign-in sheet (Clerk should record and provide the list after the hearing)
- \* Copy of a verbatim transcript of the public hearing (Does Gail have this covered?)
- \* Copy of any written comments received on the project (we will compile this)
- \* Copy of the resolution adopting the proposed project by the City Commission
- \* A resolution authorizing the Authorized Representative (currently listed as Bob Kuhn but could be changed to anyone in the City) (copy attached)

<<DWRF PP Submittal Form.dot.doc>> <<Muskegon Resolution.doc>>

We should get together and make sure all of these are being covered. Let me know if you need anything else.

Thanks,

---

Dennis J. Benoit, P.E.  
Senior Vice President  
Tetra Tech MPS  
3949 Sparks Drive SE, Suite 101  
Grand Rapids, MI 49546  
616-942-5566  
616-942-5787(Fax)  
dennis.benoit@ttmps.com

**Kundinger, Gail**

PH - April 22<sup>nd</sup> meeting

**From:** Zill, Nathan A. -- MPS [Nate.Zill@ttmps.com]  
**Sent:** Monday, March 17, 2003 3:41 PM  
**To:** Kundinger, Gail  
**Subject:** FW: Water Treatment Improvements Project Plan

Here is the other email that I mentioned.  
Thanks, Gail

Nate

> -----Original Message-----

> From: Zill, Nathan A. -- MPS

> Sent: Thursday, March 06, 2003 11:33 AM

> To: 'Bob.Veneklasen@postman.org'

> Cc: 'gail.kundinger@postman.org'; Benoit, Dennis J. -- MPS; Whitehead,

> Ben C. -- MPS

> Subject: Water Treatment Improvements Project Plan

>

> Bob,

>

> After our telephone conversation this morning, at your suggestion I talked

> with Gail Kundinger about the public hearing. She said that she will take

> care of getting the public hearing notice published and a resolution

> adopting the project plan on the agenda of the April 22 Commission

> meeting. We will also plan on having copies of the project plan displayed

> in the Clerk's office, 30 days prior to the hearing. The following is the

> schedule to comply with the MDEQ deadline of May 1 for submitting the

> Final Project Plan.

>

> \* TTMPs submits proposed public hearing notice to Clerk's office

> March 14

> \* Publication of notice in Muskegon Chronicle (arranged by Clerk's

> office) March 22

> \* Copies of Draft Project Plan displayed at Clerk's office for public

> review March 22

> \* TTMPs submits draft Commission resolution adopting proposed project

> to Clerk's office April 14

> \* Hold Public Hearing

> April 22

> \* City Commission passes resolution adopting proposed project

> April 22

> \* Final Project Plan\* Submitted to MDEQ

> May 1

>

> \* The Final Project Plan must include the following documents:

> \* City Commission resolution

> \* Copy of the Public Hearing notice as it appeared in the Muskegon

> Chronicle

> \* List of public hearing attendees (names and addresses)

> \* Either a verbatim transcript or a copy of a video or audio tape of

> the public hearing

> \* Copy of any written comments received

>

> If you have any questions, please give me a call.

>

>

> Nate Zill

> Tetra Tech MPS

NOTICE OF PUBLIC HEARING  
ON THE  
CITY OF MUSKEGON DWRF PROJECT PLAN

Notice is hereby given that the City of Muskegon will hold a public hearing on the proposed City of Muskegon Draft Project Plan for Water Treatment and Distribution System Improvements, for the purpose of receiving comments from interested persons. The hearing will be held at 5:30 p.m. on April 22, 2003 in the City Commission Chambers, 933 Terrace Street, Muskegon, Michigan.

The purpose of the hearing is to receive comments and views of interested persons on the Draft Project Plan and the environmental impacts of the proposed water system improvement alternatives. Discussions on the existing condition of the water system facilities, alternatives evaluated, anticipated environmental impacts, project costs and estimated user costs will be presented at the hearing.

The recommended plan includes improvements to major components of the water treatment process, conversion of existing facilities into residuals collection and treatment facilities, and improvements to the water distribution system.

The total estimated project cost is \$20,667,000. The City is pursuing a low-interest loan from the Michigan Drinking Water Revolving Fund (DWRF) loan program to finance the project. The projected increase in the cost to a typical residential customer will be discussed at the public hearing.

Copies of the plan detailing the proposed project will be available for public inspection on March 22, 2003, in the Clerk's office at City Hall.

Written comments received through the close of the public hearing on April 22, 2002 will be entered into the public hearing record and should be sent to the City Clerk's office at 933 Terrace Street, Muskegon, MI 49443.

## **Kundinger, Gail**

---

**From:** Paul, Tim  
**Sent:** Monday, March 17, 2003 3:14 PM  
**To:** 'Benoit, Dennis J. -- MPS'; Veneklasen, Bob  
**Cc:** Zill, Nathan A. -- MPS; Kundinger, Gail  
**Subject:** RE: Sticker Shock

Nathan or Dennis -

I note on the original message you had Gail's address as "kendinger"... it should be "kundinger". In speaking with Gail, she has not received the notice so you may want to re-send.

Thanks

-----Original Message-----

**From:** Benoit, Dennis J. -- MPS [mailto:Dennis.Benoit@ttmps.com]  
**Sent:** Sunday, March 16, 2003 2:47 PM  
**To:** Veneklasen, Bob; Kuhn, Bob; Mazade, Bryon; Al-Shatel, Mohammed; Paul, Tim  
**Cc:** Whitehead, Ben C. -- MPS; Zill, Nathan A. -- MPS  
**Subject:** Sticker Shock

In anticipation that some of you may be wondering where in the \$%^&\* did they come up with \$20,667,000 (which is the number that will be in the public notice for the Project Plan hearing that will be published next week) as a project cost for the water system improvements, let me provide the following:

Construction costs of \$16,533,000 (includes some items not in the current design plans including extra water main, fill valve at Harvey Reservoir, etc which is why it is slightly higher than previously discussed)

A 25% allowance for Engineering, Legal, Administrative and Contingencies of \$4,134,000 is added to the construction cost opinion (It is recognized that most of the engineering fees are already determined and that there is some estimating contingency included in the \$16,533,000 cost opinion but MDEQ prefers that a conservative estimate be put forth at this time)

Remember that this number does not lock the City in to this size of a loan as that would be re-determined at the time the loan is closed and would be done after bids are received so the contingency percentage and engineering costs can hopefully be finalized before then.

If you still have any questions, call or reply

Thanks,

-----  
**Dennis J. Benoit, P.E.**  
**Senior Vice President**  
**Tetra Tech MPS**  
**3949 Sparks Drive SE, Suite 101**  
**Grand Rapids, MI 49546**  
**616-942-5566**  
**616-942-5787(Fax)**  
**dennis.benoit@ttmps.com**

-----Original Message-----

**From:** Zill, Nathan A. -- MPS  
**Sent:** Friday, March 14, 2003 1:36 PM  
**To:** 'gail.kendinger@postman.org'  
**Cc:** 'Bob.Veneklasen@postman.org'; Benoit, Dennis J. -- MPS; Whitehead, Ben C. -- MPS  
**Subject:** Public Hearing Notice

Hi Gail,

As we discussed, attached is the public hearing notice for publishing in the March 22 edition of the Muskegon Chronicle.

If you have any questions, or you would like to make any changes please give me a call.

Thank you.

<< File: MuskegonNotPH.doc >>

Nate Zill

Tetra Tech MPS

Phone: (734) 213-4030

Fax: (734) 665-2570

## **Kundinger, Gail**

---

**From:** Benoit, Dennis J. -- MPS [Dennis.Benoit@ttmps.com]  
**Sent:** Monday, March 17, 2003 3:26 PM  
**To:** Paul, Tim; Veneklasen, Bob  
**Cc:** Zill, Nathan A. -- MPS; Kundinger, Gail  
**Subject:** RE: Sticker Shock

Nate

Can you re-send

Thanks,

Dennis

-----Original Message-----

From: Paul, Tim [mailto:Tim.Paul@postman.org]  
Sent: Monday, March 17, 2003 4:14 PM  
To: 'Benoit, Dennis J. -- MPS'; Veneklasen, Bob  
Cc: Zill, Nathan A. -- MPS; Kundinger, Gail  
Subject: RE: Sticker Shock

Nathan or Dennis -

I note on the original message you had Gail's address as "kendinger"... it should be "kundinger". In speaking with Gail, she has not received the notice so you may want to re-send.

Thanks

> -----Original Message-----

> From: Benoit, Dennis J. -- MPS [mailto:Dennis.Benoit@ttmps.com]  
> Sent: Sunday, March 16, 2003 2:47 PM  
> To: Veneklasen, Bob; Kuhn, Bob; Mazade, Bryon; Al-Shatel, Mohammed;  
> Paul, Tim  
> Cc: Whitehead, Ben C. -- MPS; Zill, Nathan A. -- MPS  
> Subject: Sticker Shock

>  
> In anticipation that some of you may be wondering where in the \$%^&\* did  
> they come up with \$20,667,000 (which is the number that will be in the  
> public notice for the Project Plan hearing that will be published next  
> week) as a project cost for the water system improvements, let me provide  
> the following:

>  
> Construction costs of \$16,533,000 (includes some items not in the current  
> design plans including extra water main, fill valve at Harvey Reservoir,  
> etc which is why it is slightly higher than previously discussed)  
>  
> A 25% allowance for Engineering, Legal, Administrative and Contingencies  
> of \$4,134,000 is added to the construction cost opinion (It is recognized  
> that most of the engineering fees are already determined and that there is  
> some estimating contingency included in the \$16,533,000 cost opinion but  
> MDEQ prefers that a conservative estimate be put forth at this time)

>  
> Remember that this number does not lock the City in to this size of a loan  
> as that would be re-determined at the time the loan is closed and would be

> done after bids are received so the contingency percentage and engineering  
> costs can hopefully be finalized before then.  
>  
> If you still have any questions, call or reply  
>  
> Thanks,  
>  
> -----  
> Dennis J. Benoit, P.E.  
> Senior Vice President  
> Tetra Tech MPS  
> 3949 Sparks Drive SE, Suite 101  
> Grand Rapids, MI 49546  
> 616-942-5566  
> 616-942-5787(Fax)  
> dennis.benoit@ttmps.com  
>  
>  
>  
> -----Original Message-----  
> From: Zill, Nathan A. -- MPS  
> Sent: Friday, March 14, 2003 1:36 PM  
> To: 'gail.kendinger@postman.org'  
> Cc: 'Bob.Veneklasen@postman.org'; Benoit, Dennis J. -- MPS;  
> Whitehead, Ben C. -- MPS  
> Subject: Public Hearing Notice  
>  
> Hi Gail,  
> As we discussed, attached is the public hearing notice for  
> publishing in the March 22 edition of the Muskegon Chronicle.  
> If you have any questions, or you would like to make any changes  
> please give me a call.  
> Thank you.  
>  
> << File: MuskegonNotPH.doc >>  
>  
> Nate Zill  
> Tetra Tech MPS  
> Phone: (734) 213-4030  
> Fax: (734) 665-2570

> 710 Avis Drive  
> Ann Arbor, MI 48108  
> Phone: (734) 213-4030  
> Fax: (734) 665-2570

**CITY OF MUSKEGON RESOLUTION  
ADOPTING A FINAL PROJECT PLAN  
FOR WATER SYSTEM IMPROVEMENTS AND  
DESIGNATING AN AUTHORIZED PROJECT REPRESENTATIVE**

**WHEREAS**, the City of Muskegon recognizes the need to make improvements to its existing water treatment and distribution system; and

**WHEREAS**, the City of Muskegon authorized Tetra Tech MPS, Inc. to prepare a Project Plan, which recommends the construction of improvements to major components of the water treatment process, conversion of existing facilities into residuals collection and treatment facilities, and improvements to the water distribution system; and

**WHEREAS**, said Project Plan was presented at a Public Hearing held on April 22, 2003 and all public comments have been considered and addressed;

**NOW THEREFORE BE IT RESOLVED**, that the Muskegon City Commission formally adopts said Project Plan and agrees to implement the selected alternative (Alternative No. 1).

**BE IT FURTHER RESOLVED**, that the Muskegon Director of Public Works, a position currently held by Robert Kuhn, P.E., is designated as the authorized representative for all activities associated with the project referenced above, including the submittal of said Project Plan as the first step in applying to the State of Michigan for a Drinking Water Revolving Fund Loan to assist in the implementation of the selected alternative.

Yeas: 7

Nays: 0

I certify that the above Resolution was adopted by the Muskegon City Commission on April 22, 2003.

BY: Gail Kunding, City Clerk

  
Signature

4-23-03  
Date

## CERTIFICATION

This resolution was adopted at a regular meeting of the City Commission, held on April 22, 2003 . The meeting was properly held and noticed pursuant to the Open Meetings Act of the State of Michigan, Act 267 of the Public Acts of 1976.

CITY OF MUSKEGON

By



Gail A. Kunding, City Clerk

Public Hearing Sign - In Sheet  
City of Muskegon Water System Improvements  
DWRF Project Plan  
April 22, 2003

| <u>Name (Please Print)</u> | <u>Address</u>         |                    |
|----------------------------|------------------------|--------------------|
| Irene Dempsey              | 5499 Sheridan          | Muskegon 49440     |
| Gail Kunderger             | 1400 Marlboro          | Muskegon 49441     |
| David Spring               | 4756 Airlie Rd         | Muskegon 49444     |
| Rod VanMouder              | 2785 CRYSTAL LAKE ROAD | 49441              |
| ANDY MACIEJEWSKI           | 2305 RUDDIMAN DRIVE    | 49445              |
| MICHAEL BORGERT            | 1617 MOULTON AVE       | 49445              |
| Brenda Wakefield           | 877 Bradley Ave.       | 49441              |
| Joan Wakefield             | 877 Bradley Ave        | 49441              |
| Ric Scott                  | 2448 Estes Ct.         | 49441              |
| Byron Miller               | 933 Terrace            | 49443              |
| Stephen Harrison           | 1382 Palmer            | 49441              |
| Sharon White               | 1367 Dudley St.        | 49442              |
| DENNIS BENNETT             | 3949 SPARKS DR SE      | GRAND RAPIDS 49546 |
| Mike Cox                   | MDEQ P.O. Box 30457    | Lansing MI 48909   |
| Jamie Kolkema esq.         | P.O. Box 629,          | 49443              |
| Jeff Geiger                | 980 Jefferson          | 49440              |
| William D. Uecker          | 3352 Peck St           | 49444              |
| Robert (Bob) Kloss         | 1900 Beach St.         | 49441              |
| JOHN SCHRIER               | 1332 LAKESHORE         | 49441              |

Public Hearing Sign - In Sheet  
City of Muskegon Water System Improvements  
DWRP Project Plan  
April 22, 2003

| <u>Name (Please Print)</u> | <u>Address</u>                    |
|----------------------------|-----------------------------------|
| Bill Larson                | 1128 Creekview Dr Muskegon, MI    |
| Robert Schweifler          | 3200 Sandy Cove Ct Muskegon MI    |
| Lawrence O'Spaulan         | 1567 Sixth                        |
| Wilma Jeff                 | 2015 Addison                      |
| RUSS HILL                  | FLEX-SPACE 1649 GETTY             |
| TERRY REDMAN               | 1350 HEATING                      |
| NANCY WATERS               | 1883 ELOISE DR. 49444             |
| PAUL'S MOORE               | 2913 WALKERS ST 49444             |
| Millie Ortiz               | 1158 Walnut Grove 49441           |
| PATRICK D. CLOSZ           | 3527 Hoyt St. Lot #72 49444       |
| GEORGE P. MICKA KO         | 1308 W. SUMMIT Muskegon 49441     |
| William D. Under           | 3352 Park St 49444                |
| Ralph Anderson             | 1873 LeTart                       |
| Roberta Anderson           | 1873 LeTart Ave, Muskegon 49444   |
| Joann. Katch               | 610 W. Western Ave 49444          |
| Tim Paul                   | 2380 ESTES Muskegon 49441         |
| Sandy Walker               | 1541 Terrace Apt B Muskegon 49442 |
| Carol Wells                | 1541 Terrace Apt A Muskegon 49442 |
| May Lane Anderson          | 518 Oak Muskegon 49442            |
| Douglas Nick               | 1541 Terrace 49442                |

Public Hearing Sign - In Sheet  
City of Muskegon Water System Improvements  
DWRP Project Plan  
April 22, 2003

Name (Please Print)

Address

DONALD WEST

943 JEFFERSON ROAD #3

R. Burns

2445 Madison St.

Bob Kuhn

3080 W. Sherman

Raymond Dign

80 Seaway Drive

Tadella Levelston

3441 Amity

Public Hearing Sign-In Sheet  
City of Muskegon Water System Improvements  
DWRF Project Plan  
April 22, 2003

| <u>Name (Please Print)</u> | <u>Address</u>     |            |       |
|----------------------------|--------------------|------------|-------|
| Irene Dempsey              | 54499 Sheridan     | Muskegon   | 49440 |
| Gail Kunderinger           | 1400 Marlboro      | Muskegon   | 49441 |
| David Loring               | 4756 Airline       | Muskegon   | 49444 |
| Rod VanMorttis             | 2785 Crystal Lake  | Twin Lake  | 49461 |
| Andy Maciejewski           | 2305 Ruddiman      | N Muskegon | 49445 |
| Michael Borgert            | 1617 Moulton       | N Muskegon | 49445 |
| Brenda Wakefield           | 877 Bradley        | Muskegon   | 49441 |
| Tom Wakefield              | 877 Bradley        | Muskegon   | 49441 |
| Bryan Mazade               | 933 Terrace        | Muskegon   | 49443 |
| Rick Scott                 | 2448 Estes         | Muskegon   | 49441 |
| Stephen Gawron             | 1362 Palmer        | Muskegon   | 49441 |
| Karen Buie                 | 1367 Dudley        | Muskegon   | 49442 |
| Dennis Benoit              | 3949 Sprarks SE    | G Rapids   | 49546 |
| Mike Cox                   | PO box 30457       | Lansing    | 48909 |
| Jamie Kolkema              | PO Box 629         | Muskegon   | 49443 |
| Jeff Geiger                | 980 Jefferson      | Muskegon   | 49440 |
| Mohammad Alshatel          | 933 Terrace        | Muskegon   | 49440 |
| William D Uecker           | 3352 Peck          | Muskegon   | 49444 |
| Robert Veneklasen          | 1900 Beach         | Muskegon   | 49441 |
| John Schrier               | 1332 Lakeshore     | Muskegon   | 49441 |
| Bill Larson                | 1178 Creeckview    | Muskegon   | 49441 |
| Robert Schweifler          | 3200 Sandy Cove Ct | Muskegon   | 49441 |
| Lawrence O Spataro         | 1567 Sixth         | Muskegon   | 49441 |
| Wilmer Griffin             | 2015 Addison       | Muskegon   | 49441 |
| Russ Hill                  | 1649 Getty         | Muskegon   | 49442 |
| Terry Redman               | 1350 Keating       | Muskegon   | 49442 |
| Nancy Waters               | 1883 Eloise        | Muskegon   | 49444 |
| Phyllis Moore              | 2913 Waalkes       | Muskegon   | 49444 |
| Millie Ortez               | 1158 Walnut Grove  | Muskegon   | 49441 |
| Patrick Closz              | 3527 Hoyt Lot #72  | Muskegon   | 49444 |
| George Micka               | 1308 W Summit      | Muskegon   | 49441 |
| Ralph Anderson             | 1873 Letart        | Muskegon   | 49441 |
| Roberta Andderson          | 1873 Letart        | Muskegon   | 49441 |
| Joann Katek                | 610 W Western      | Muskegon   | 49440 |
| Tim Paul                   | 2380 Estes         | Muskegon   | 49441 |
| Sandy Walker               | 1541 Terrace B     | Muskegon   | 49442 |
| Carol Wells                | 1541 Terrace A     | Muskegon   | 49442 |

**Public Hearing Sign-In Sheet**  
**City of Muskegon Water System Improvements**  
**DWFR Project Plan**  
**April 22, 2003**

|                          |                         |                 |              |
|--------------------------|-------------------------|-----------------|--------------|
| <u>Mary Lou Andersen</u> | <u>518 Oak</u>          | <u>Muskegon</u> | <u>49442</u> |
| <u>Donald Mack</u>       | <u>1541 Terrace</u>     | <u>Muskegon</u> | <u>49442</u> |
| <u>Donald West</u>       | <u>943 Jefferson #3</u> | <u>Muskegon</u> | <u>49441</u> |
| <u>R C Burns</u>         | <u>2445 Hadden</u>      | <u>Muskegon</u> | <u>49441</u> |
| <u>Bob Kuhn</u>          | <u>3080 W Sherman</u>   | <u>Muskegon</u> | <u>49441</u> |
| <u>Ray Diggs</u>         | <u>80 Seaway Dr</u>     | <u>Muskegon</u> | <u>49440</u> |
| <u>Idella Levelston</u>  | <u>344 Amity</u>        | <u>Muskegon</u> | <u>49441</u> |



2003-376)

**Commission Meeting Date: April 22, 2003**

**Date: April 15, 2003**

**To: Honorable Mayor & City Commission**

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

**RE: Public Hearing and Resolution Revoking IFT  
Certificate from Burgess Norton Manufacturing**

---

SUMMARY OF REQUEST: To hold a public hearing and approve the resolution revoking the IFT Certificate held by Burgess Norton Manufacturing.

FINANCIAL IMPACT: The revoking of the certificate will allow the City to seek reimbursement by Burgess Norton for the amount of abated taxes, which totals \$460,041.87.

BUDGET ACTION REQUIRED: None at this time.

STAFF RECOMMENDATION: To hold the public hearing and approve the revoking of the IFT certificate.

COMMITTEE RECOMMENDATION:

Resolution No. \_\_\_\_\_

*No action*

**MUSKEGON CITY COMMISSION**

**RESOLUTION REVOKING INDUSTRIAL FACILITIES EXEMPTION  
CERTIFICATE NO. 96-741**

**BURGESS NORTON MANUFACTURING**

WHEREAS, the City of Muskegon issued an Industrial Facilities Exemption Certificate to Burgess Norton Manufacturing, on October 22, 1996; and

WHEREAS, a signed Tax Abatement Contract between Burgess Norton Manufacturing and the City of Muskegon took effect on October 22, 1996, with Burgess Norton Manufacturing agreeing to install ~~\$4,396,000~~ \$4,409,000 in machinery and equipment and to make \$1,080,000 in real property improvements; and

WHEREAS, the Industrial Facilities Exemption Certificate is scheduled to expire in 2008; and

WHEREAS, Burgess Norton Manufacturing agreed to retain existing jobs and create new jobs; and

WHEREAS, Burgess Norton Manufacturing is planning to sell its assets at auction and has substantially eliminated the jobs created or retained; and

WHEREAS, Section Three of the Tax Abatement Contract states that "the closing of the Company's facilities in the City" shall be considered an event of default; and

WHEREAS, according to Section Four of the Tax Abatement Contract, in instances of default Burgess Norton Manufacturing consents to the immediate revocation of the IFT Certificate; and

WHEREAS, appropriate certified notice has been sent to Burgess Norton Manufacturing on April 9, 2003, notifying the company of the intent to revoke Industrial Facilities Exemption Certificate No. 96-741.

NOW, THEREFORE, BE IT RESOLVED by the Muskegon City Commission that Industrial Facilities Exemption Certificate No. 96-741, Burgess Norton Manufacturing, is revoked and Burgess Norton Manufacturing owes \$460,041.87, equal to the amount of previously abated taxes.

Adopted this 22<sup>nd</sup> Day of April 2003

Ayes:

Nays:

Absent:

BY:

\_\_\_\_\_  
Stephen Warmington, Mayor

ATTEST:

\_\_\_\_\_  
Gail Kunding, Clerk

I hereby certify that the foregoing constitutes a true and complete copy of a resolution adopted by the Muskegon City Commission, County of Muskegon, Michigan, at a regular meeting held on April 22, 2003.

\_\_\_\_\_  
Gail Kunding, Clerk

2003-37c)

Date: March 25, 2003  
To: Honorable Mayor and City Commissioners  
From: Engineering  
RE: Public Hearing  
Create Special Assessment District for:  
Nims St. & Irwin Ave., Getty St. to Wood St.

---

#### SUMMARY OF REQUEST:

To hold a public hearing on the proposed special assessment of the Nims St. & Irwin Ave., Getty St. to Wood St. project, and to create the special assessment district and appoint two City Commissioners to the Board of Assessors if it is determined to proceed with the project

#### FINANCIAL IMPACT:

None at this time.

#### BUDGET ACTION REQUIRED:

None at this time.

#### STAFF RECOMMENDATION:

To create the special assessment and assign two City Commissioners to the Board of Assessors by adopting the attached resolution

#### COMMITTEE RECOMMENDATION:

CITY OF MUSKEGON

Resolution No. 2003-37 (c)

Resolution At First Hearing Creating Special Assessment District  
**For Nims St. from 181' west of Getty St. to Irwin Ave. and Irwin Ave. from Nims St. to 200'  
east of Wood St.**

Location and Description of Properties to be Assessed:  
See Exhibit A attached to this resolution

RECITALS:

1. A hearing has been held on **April 22, 2003** at 5:30 o'clock p.m. at the City Commission Chambers. Notice was given by mail and publication as required by law.
2. That estimates of costs of the project, a feasibility report and valuation and benefit information are on file with the City and have been reviewed for this hearing.
3. At the hearing held **April 22, 2003**, there were 13.7% objections by the owners of the property in the district registered at the hearing either in writing received before or at the hearing or by owners or agents present at the hearing, and the Commission has considered the advisability of proceeding with the project.

FINDINGS:

1. The City Commission has examined the estimates of cost to construct the project including all assessable expenses and determines them to be reasonable.
2. The City Commission has considered the value of the property to be assessed and the value of the benefit to be received by each property proposed to be assessed in the district after the improvements have been made. The City Commission determines that the assessments of costs of the City project will enhance the value of the properties to be assessed in an amount at least equivalent to the assessment and that the improvement thereby constitutes a benefit to the property.

THEREFORE, BE IT RESOLVED:

1. The City Commission hereby declares a special assessment district to include the property set forth in Exhibit A attached to this resolution.
2. The City Commission determines to proceed with the improvements as set forth in the feasibility study and estimates of costs, and directs the City Engineer to proceed with project design, preparation of specifications and the bidding process. If appropriate and if bonds are to be sold for the purposes of financing the improvements, the Finance Department shall prepare plans for financing including submission of application to the Michigan Department of Treasury and the beginning of bond proceedings.

3. The City Commission hereby appoints a Board of Assessors consisting of City Commissioners Spataro and Mayor Warmington and the City Assessor who are hereby directed to prepare an assessment roll. Assessments shall be made upon front foot basis.
4. Based on the City's Special Assessment policy and preliminary estimates it is expected that approximately **24.62%** of the cost of the street improvement will be paid by special assessments.
5. Upon submission of the special assessment roll, the City staff is hereby directed to notify all owners and persons interested in properties to be assessed of the hearing at which the City Commission will consider confirmation of the special assessment roll.

This resolution adopted.

Ayes 7

---

Nays 0

---

CITY OF MUSKEGON

By Gail A. Kunding  
Gail A. Kunding, Clerk

ACKNOWLEDGMENT

This resolution was adopted at a meeting of the City Commission, held on **April 22, 2003**. The meeting was properly held and noticed pursuant to the Open Meetings Act of the State of Michigan, Act 267 of the Public Acts of 1976.

CITY OF MUSKEGON

By Gail A. Kunding  
Gail A. Kunding, Clerk

EXHIBIT A

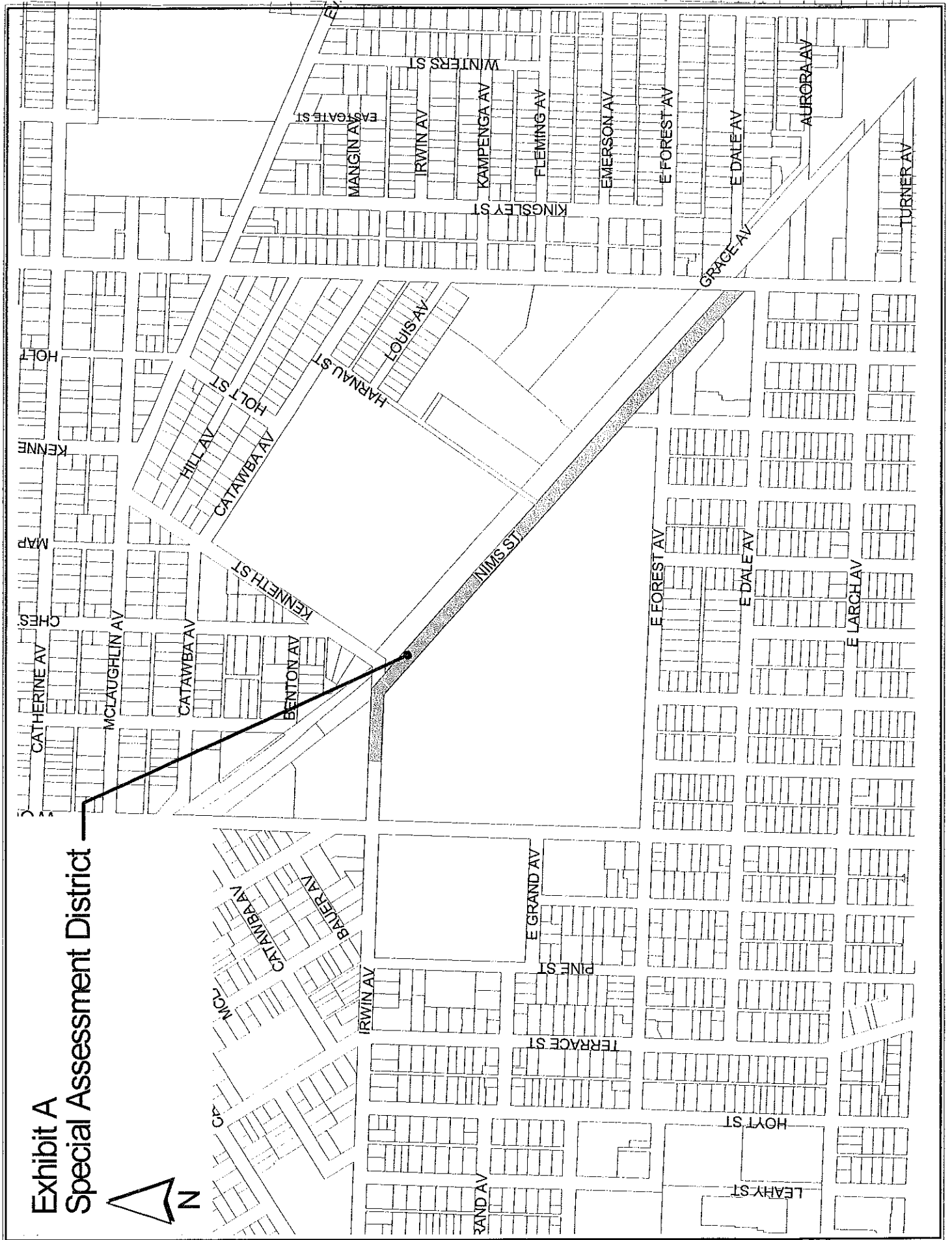
**Nims St. Getty to Irwin**

**SPECIAL ASSESSMENT DISTRICT**

- **All properties abutting that section of Nims St. from 181' west of Getty St. to Irwin Ave. and Irwin Ave. from Nims St. to 200' east of Wood St.**

# Exhibit A

## Special Assessment District



## **ENGINEERING FEASIBILITY STUDY**

**For**

### **Nims St., Getty to Irwin**

The proposed reconstruction of Nims St. Getty to Irwin was initiated by the City due to the conditions its in. The existing conditions of that section of roadway, we feel, is beyond salvaging. In addition, the roadway has no curbs nor is it wide enough (20').

The proposed improvements will address at least two of the established goals, and they are;

- Improve the City's infrastructure
- enhance the appearance of that area.

A memorandum from the Assessor's office, which addresses appraisal and benefits to abutting properties, is attached.

The preliminary cost estimate for the work associated with paving is approximately \$350,000 with the length of the project being approximately 2200 lineal feet or 2777 of assessable footage. This translates into an estimated improvement cost of \$126 per assessable foot. The assessment figure will be at a cost not to exceed a \$35.50 per assessable foot as established in the 2003 Special Assessment for this type of improvement.

H-1564 - NIMS/IRWIN, GETTY ST. TO WOOD ST.

PROPERTY OWNER SPECIAL ASSESSMENT RESPONSE TABULATION

|                                      | <u>FEET</u>  | <u>PERCENTAGE</u> | TOTAL NUMBER OF PARCELS - 6 |     |         |         |      |        |      |         |                    |                    |        |
|--------------------------------------|--------------|-------------------|-----------------------------|-----|---------|---------|------|--------|------|---------|--------------------|--------------------|--------|
|                                      |              |                   | FOR                         |     |         |         |      | OPPOSE |      |         |                    |                    |        |
|                                      |              |                   | LETTER                      | ST# | ST NAME | PARCEL# | FEET | LETTER | ST#  | ST NAME | PARCEL#            | FEET               |        |
| TOTAL ASSESSABLE FRONT FOOTAGE       | 2777.000 *** |                   |                             |     |         |         |      | *      | 5    | 500     | IRWIN              | 24-205-095-0001-65 | 115.11 |
| FRONT FEET OPPOSED                   | 382.53       | 13.77%            |                             |     |         |         |      | 4      | 1649 | getty   | 24-205-099-0001-10 | 267.42             |        |
| RESPONDING FRONT FEET IN FAVOR       | 0.000        | 0.00%             |                             |     |         |         |      |        |      |         |                    |                    |        |
| NOT RESPONDING - FRONT FEET IN FAVOR | 2394.470     | 86.23%            |                             |     |         |         |      |        |      |         |                    |                    |        |
| TOTAL FRONT FEET IN FAVOR            | 2394.470     | 86.23%            |                             |     |         |         |      |        |      |         |                    |                    |        |

TOTALS

0.00

382.53

\*

Property owner has agreed to the assessment per conversation w/Mohammed Al-Shatel

TABULATED AS OF: 01:17 PM

04/23/2003 1:17 PM TABULATION OF THE RESPONSES TO THE SP. ASS. HEARING ON NIMS

# MUSKEGON COUNTY

M I C H I G A N

173 E. APPLE AVE., BUILDING C, MUSKEGON, MICHIGAN 49442  
(231) 724-6386  
FAX (231) 724-1129

## EQUALIZATION DEPARTMENT

### BOARD OF COMMISSIONERS

Kenneth J. Hulka, Chair  
Bill Gill, Vice Chair  
Paul Baade  
Douglas Bennett  
Nancy G. Frye  
James J. Kobza  
Louis McMurray  
Tony Moulatsiotis  
Clarence Start

April 8, 2003

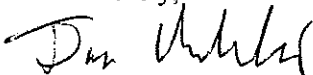
Mohammed Al-Shatel, City Engineer  
933 Terrace Street  
Muskegon, MI 49443

Mr. Al-Shatel:

In accordance with your request, I have examined the proposed special assessment district entailing the reconstruction of Nims St located between Getty St and Irwin Ave, & the milling and resurfacing of Irwin Ave located between Nims St and Wood St. The purpose of this analysis is to document the reasonableness of this special assessment district by identifying and quantifying any accrued benefits. It is subject to the normal governmental restrictions of escheat, taxation, police power and eminent domain. The effective date is April 8, 2003.

In conclusion, it is my opinion that the special assessment amounts justly and reasonably represents the accrued benefits to the properties encompassed by this project. The amounts reflect the sum of the immediate estimated value enhancement and the intrinsic value that will accrue from an overall increase in property values due to an improved quality of life created by the proposed project. As previously presented, the proposed special assessment district encompasses a mixture of properties, but the front foot rate of \$ 17.85 for milling & resurfacing appears reasonable in light of our analysis that indicates a probable enhancement of \$18.48. Likewise, the front foot rate of \$35.50 for reconstruction appears reasonable in light of our analysis that indicates a probable enhancement of \$37.07. The conclusions are based upon the data presented within this limited analysis in restricted format, and on supporting information in my files.

Sincerely,



Dan VanderKooi, CMAE 3  
Senior Appraiser

April 11, 2003

OWNERS NAME  
OWNERS ADDRESS  
OWNERS CITY, MI 49441 1

Parcel Number 24-XXX-XXX-XXXX-XX: at PROPERTY ADDRESS & STREET

**NOTICE OF HEARING ON SPECIAL ASSESSMENT**

Dear Property Owner:

The Muskegon City Commission is considering whether or not to create a special assessment district which would assess your property for the following paving project:

NIMS ST & Irwin AVE., WOOD ST. TO GETTY ST..

The proposed special assessment district will be located as follows:

**All parcels abutting Nims St from 181' west of Getty St to Irwin Ave. & Irwin Ave.  
from Nims St. to 200' east of Wood St.**

It is proposed that a portion of the above improvement will be paid by special assessment against properties in the aforementioned district. Following are conditions of the proposed special assessment which are important to you.

**Public Hearings**

An initial public hearing to consider the creation of a special assessment district will be held at the City of Muskegon City Commission Chambers on APRIL 22, 2003 at 5:30 P.M. You are encouraged to appear at this hearing, either in person, by agent or in writing to express your opinion, approval, or objection concerning the proposed special assessment. We are enclosing a Hearing Response Card for you to indicate your agreement or opposition to the special assessment. This card includes the property identification and description, assessable footage per City policy, and the estimated cost of the assessment. You may also appear, as above, in lieu of, or in addition to mailing your response card to the City Clerk. Written objections or appearances must be made at or prior to the hearing. NOTE: THE SPECIAL ASSESSMENT WILL BE CREATED OR NULLIFIED AT THIS HEARING. IT IS IMPORTANT FOR YOU TO COMMENT AT THIS HEARING IF YOU WANT YOUR OPINION COUNTED FOR THE SPECIAL ASSESSMENT.

A second public hearing will be held, if the district is created, to confirm the special assessment roll after the project is completed. You will be mailed a separate notice for the second hearing. At this second hearing the special assessment costs will be spread on the affected properties accordingly. YOU ARE HEREBY NOTIFIED THAT YOU HAVE A RIGHT TO PROTEST YOUR ASSESSMENT AMOUNT AGAINST YOUR PARCEL EITHER IN WRITING OR IN PERSON AT THIS HEARING. IF THE SPECIAL ASSESSMENT ROLL IS CONFIRMED AT THE SECOND HEARING, YOU WILL HAVE THIRTY (30) DAYS FROM THE DATE OF CONFIRMATION OF THE ROLL TO FILE A WRITTEN APPEAL WITH THE MICHIGAN STATE TAX TRIBUNAL. HOWEVER, UNLESS YOU PROTEST AT THE INITIAL HEARING OR AT THE SECOND HEARING CONFIRMING THE ROLL, EITHER IN PERSON, BY AGENT, OR IN WRITING BEFORE OR AT THE HEARING, YOUR RIGHT TO APPEAL TO THE MICHIGAN TAX TRIBUNAL WILL BE LOST.

By City Charter, if the owners of more than one-half of the properties to be assessed shall object to the assessment in writing at or before the hearing, the improvement shall not be made unless the City Commission determines by affirmative vote of all its members that the safety or health of the public necessitates the improvement.

### **Estimated Costs**

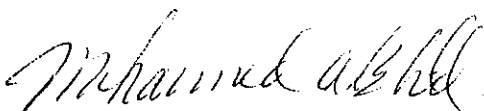
The total estimated cost of the street portion of the project is \$350,000.00 of which approximately 24.62% (\$84,920.46) will be paid by special assessment to property owners. Your property's estimated share of the special assessment is shown on the attached hearing response card. The remaining costs will be paid by the City.

The street assessment, which covers improvements to the roadway, may be paid in installments over a period of up to ten (10) years. Any work on drive approaches or sidewalks will be assessed to the property at actual contract prices and these costs may also be paid in installments over ten (10) years. Please note this work is in addition to the street special assessment.

Please refer to the enclosed sheet entitled Special Assessment Payment Options for more information on the payment options and financial assistance programs available.

I urge you to return the enclosed hearing response card indicating your preference and to attend the scheduled public hearing. Your views are important to the City and to your neighbors. Additional information, including preliminary project plans and cost estimates is available in the Engineering Department located on the second floor of City Hall. Regular business hours are from 8:00 A.M. to 5:00 P.M. Monday through Friday except holidays.

Sincerely,



Mohammed Al-Shatel, P.E.  
City Engineer

# Special Assessment Payment Options

Property owners in the City of Muskegon who are being specially assessed for street, sidewalk or other public improvements may pay their assessment in the following ways:

## **I. Lump Sum Payment in Full**

Assessments may be paid in full within sixty (60) days of the confirmation of the special assessment roll *without interest*.

## **II. Installment Payments**

Assessments not paid within the first sixty (60) days may be paid in installments over several years as follows:

***Street and Alley Assessments*** – Ten (10) years equal annual principal payments. For example, if the amount of your assessment is \$850.00, you will be billed \$85.00 per year plus applicable interest as described below.

***Driveway, Sidewalk, and Approach Assessments*** - Ten (10) years equal annual principal payments plus applicable interest as described below.

***Interest*** – Simple interest is charged at the rate of 5.00% per year *unless* the City has borrowed money to complete the project for which you are assessed and has pledged you assessments for repayment of the borrowed money. In such cases, the interest you are charged is equal to the interest rate the City must pay on the borrowed money plus 1.00%.

## **III. Special Assessment Deferral (Low Income Seniors and Disabled Persons)**

To qualify for a special assessment deferral you or your spouse (if jointly owned) must:

- Be 65 years or older or be totally or permanently disabled.
- Have been a Michigan resident for five (5) years or more and have owned and occupied the homestead being assessed for five (5) years or more.
- Be a citizen of the U.S.
- Have a total household income not in excess of \$16,823.00
- Have a special assessment of \$300.00 or more.

Under this program the State of Michigan will pay the entire balance owing of the special assessment, including delinquent, current, and further installments. At the time of payment a lien will be recorded on your property in favor of the State of Michigan. Repayment to the State must be made at the time the property is sold or transferred or after the death of the owner(s). During the time the special assessment is deferred interest is accrued at the rate of 6.00% per year.

## **IV. Further Information About the Above Programs**

Further information about any of the above payment options may be obtained by calling either the **City Assessor's Office at 724-6708** or the **City Treasurer's Office at 724-6720**. Applications may be obtained at the Muskegon County Equalization Office in the Muskegon County building or City of Muskegon Assessor's Office in City Hall.

## **V. Additional Special Assessment Payment Assistance**

Qualified low and moderate income homeowners who are being assessed may be eligible for payment assistance through the City of Muskegon Community Development Block Grant (CDBG) Program. Assistance from this program will be available to the extent that funds are available. To obtain further information and determine whether you are eligible, contact the **Community and Neighborhood Services Department at 724-6717**.

SPECIAL ASSESSMENT  
HEARING RESPONSE CARD

NO RESPONSE COUNTS AS "IN FAVOR" OF PROJECT-To have your vote count, please

Return This Card By **MARCH 25, 2003**

Project Title: NIMS ST. & IRWIN AVE., WOOD ST. TO GETTY ST.

Project Description MILLING & RESURFACING

INSTRUCTIONS

If you wish to have your written vote included as part of the tabulation of votes forwarded to the City Commission for the scheduled public hearing, please return this card by the date indicated above. To use this response card please indicate whether you Oppose or Favor this special assessment project, sign the form and return it to the City Clerk's Office. To return this card by mail, simply fold on the dotted lines so the address on the reverse side is showing. Be sure to seal the form with a small piece of tape or staple prior to mailing. IF YOU DO NOT SEND IN THIS FORM YOUR VOTE COUNTS AS "IN FAVOR" OF PROJECT.

Assessment Information

Property Address:

Parcel Number 24-XXX-XXX-XXXX-XX

Assessable Frontage: 172.67 Feet

Estimated Front Foot Cost: \$17.85 per Foot

**ESTIMATED TOTAL COST \$3,082.16**

Property Description

CITY OF MUSKEGON  
SEC 29 T10N R16W  
PART OF THE SE 1/4  
A TRIANGULAR PIECE OF LAND  
BOUNDED BY NIMS ST AND SUPERIOR ST  
AND DALE AVE

Your vote COUNTS!

Please vote either in favor or opposed to the Special Assessment Street Paving Project.

I AM IN FAVOR

☐

I AM OPPOSED

☐

Owner

CoOwner/Spouse

Signature

Signature

Address

Address

Thank you for taking the time to vote on this important issue.

CITY OF MUSKEGON  
NOTICE OF PUBLIC HEARING  
SPECIAL ASSESSMENT DISTRICT

PLEASE TAKE NOTICE that a special assessment district is proposed to be created by the Muskegon City Commission for the following project:

**Nims St. & Irwin Ave., Getty St. to Wood St.**

The location of the special assessment district and the properties proposed to be assessed are:

- **All parcels abutting Nims St. from 181' west of Getty St. to Irwin Ave. and Irwin Ave. from Nims St. to 200' east of Wood St.**

It is proposed that a percentage of the cost of the improvement will be paid through special assessments. Preliminary plans and cost estimate are on file in the City Hall in the Engineering Department and may be examined during regular business hours at the Engineering Department between 8:00 A.M. and 5:00 P.M. on weekdays, except holidays.

THE HEARING WILL BE HELD IN THE MUSKEGON CITY COMMISSION CHAMBERS ON  
**APRIL 22, 2003 AT 5:30 O'CLOCK P.M.**

YOU ARE HEREBY NOTIFIED THAT YOU HAVE A RIGHT TO PROTEST YOUR ASSESSMENT EITHER IN WRITING OR IN PERSON AT THE HEARING. IF THE SPECIAL ASSESSMENT ROLL IS CONFIRMED (AT A LATER HEARING) YOU WILL HAVE THIRTY (30) DAYS FROM THE DATE OF CONFIRMATION OF THE ROLL TO FILE A WRITTEN APPEAL WITH THE MICHIGAN STATE TAX TRIBUNAL. HOWEVER, UNLESS YOU PROTEST AT THIS HEARING OR AT THE HEARING CONFIRMING THE ROLL, EITHER IN PERSON, BY AGENT, OR IN WRITING BEFORE OR AT THE HEARING, YOUR RIGHT TO APPEAL TO THE MICHIGAN TAX TRIBUNAL WILL BE LOST.

By City Charter, if the owners of more than one-half of the property to be assessed shall object to the assessment in writing at or before the hearing, the improvement shall not be made unless the City Commission determines by affirmative vote of all its members that the safety or health of the public necessitates the improvement.

PUBLISH: **April 12, 2003**

Gail Kunding, City Clerk

ADA POLICY

The City will provide necessary appropriate auxiliary aids and services, for example, signers for the hearing impaired, audiotapes for the visually impaired, etc., for disabled persons who want to attend the meeting, upon twenty-four hours notice to the City. Contact:

Gail A. Kunding, City Clerk  
933 Terrace Street, Muskegon, MI 49440  
(231) 724-6705 or TDD (231) 724-6773

# SPECIAL ASSESSMENT

H 1564

RECONSTRUCTION, MILLING & RESURFACING HEARING DATE

APRIL 22, 2003

## NIMS ST. & IRWIN AVE., WOOD ST. TO GETTY ST.

|                    |                       |                      |             |
|--------------------|-----------------------|----------------------|-------------|
| 24-129-400-0001-00 | CITY OF MUSKEGON      | ASSESSABLE FEET:     | 1649.13     |
|                    | 933 TERRACE ST        | COST PER FOOT:       | \$35.50     |
| @ 445.0            | IRWIN AVE MUSKEGON MI | ESTIMATED P.O. COST: | \$58,544.12 |

|                    |                       |                      |            |
|--------------------|-----------------------|----------------------|------------|
| 24-129-400-0001-00 | CITY OF MUSKEGON      | ASSESSABLE FEET:     | 347        |
|                    | 933 TERRACE ST        | COST PER FOOT:       | \$17.85    |
| @ 445.0            | IRWIN AVE MUSKEGON MI | ESTIMATED P.O. COST: | \$6,193.95 |

|                    |                     |                      |            |
|--------------------|---------------------|----------------------|------------|
| 24-129-400-0002-00 | CITY OF MUSKEGON    | ASSESSABLE FEET:     | 86.34      |
|                    | 933 TERRACE ST      | COST PER FOOT:       | \$35.50    |
| @ 715.0            | NIMS ST MUSKEGON MI | ESTIMATED P.O. COST: | \$3,065.07 |

|                    |                    |                      |         |
|--------------------|--------------------|----------------------|---------|
| 24-129-400-9991-00 | STATE OF MICHIGAN  | ASSESSABLE FEET:     | 0       |
|                    | PO BOX 30735       | COST PER FOOT:       | \$35.50 |
| @ 764.0            | NIMS ST LANSING MI | ESTIMATED P.O. COST: | \$0.00  |

|                    |                           |                      |            |
|--------------------|---------------------------|----------------------|------------|
| 24-205-095-0001-65 | CLIFFORD BUCK CONSTRUCTIO | ASSESSABLE FEET:     | 115.11     |
|                    | 500 IRWIN AVE             | COST PER FOOT:       | \$17.85    |
| @ 500.0            | IRWIN AVE MUSKEGON MI     | ESTIMATED P.O. COST: | \$2,054.71 |

|                    |                       |                      |            |
|--------------------|-----------------------|----------------------|------------|
| 24-205-096-0001-50 | FESCO ACQUISITION CO  | ASSESSABLE FEET:     | 312        |
|                    | 444 IRWIN AVE         | COST PER FOOT:       | \$17.85    |
| @ 444.0            | IRWIN AVE MUSKEGON MI | ESTIMATED P.O. COST: | \$5,569.20 |

|                    |                      |                      |            |
|--------------------|----------------------|----------------------|------------|
| 24-205-099-0001-10 | FLEX-SPACE INC       | ASSESSABLE FEET:     | 267.42     |
|                    | 1657 S GETTY         | COST PER FOOT:       | \$35.50    |
| @ 1649. S          | GETTY ST MUSKEGON MI | ESTIMATED P.O. COST: | \$9,493.41 |

RECONSTRUCTION

HEARING DATE

APRIL 22, 2003

## NIMS ST. & IRWIN AVE., WOOD ST. TO GETTY ST.

SUM OF ASSESSABLE FOOTAGE: 2777.00

SUM OF ESTIMATED P.O. COST:

\$84,920.46

TOTAL NUMBER OF ASSESSABLE PARCELS

7.00

**SPECIAL ASSESSMENT  
HEARING RESPONSE CARD**

NO RESPONSE COUNTS AS "IN FAVOR" OF PROJECT-To have your vote count, please

Return This Card By **APRIL 22, 2003**

Project Title: **NIMS ST. & IRWIN AVE., WOOD ST. TO GETTY ST.**

Project Description: \* **MILLING & RESURFACING**

\* PROJECT CONSIST OF COMPLETE REMOVAL OF EXISTING PAVEMENT & CONSTRUCTION OF CURB & GUTTER WITH ASPHALT PAVEMENT SURFACE

**INSTRUCTIONS**

If you wish to have your written vote included as part of the tabulation of votes forwarded to the City Commission for the scheduled public hearing, please return this card by the date indicated above. To use this response card please indicate whether you Oppose or Favor this special assessment project, sign the form and return it to the City Clerk's Office. To return this card by mail, simply fold on the dotted lines so the address on the reverse side is showing. Be sure to seal the form with a small piece of tape or staple prior to mailing. IF YOU DO NOT SEND IN THIS FORM YOUR VOTE COUNTS AS "IN FAVOR" OF PROJECT.

**Assessment Information**

Property Address: **500 IRWIN AVE**

Parcel Number **24-205-095-0001-65**

Assessable Frontage: **115.11 Feet**

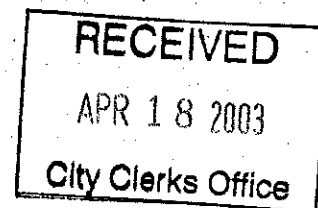
→ *dispute amount feet*

Estimated Front Foot Cost: **\$17.85 per Foot**

**ESTIMATED TOTAL COST \$2,054.71**

**Property Description**

CITY OF MUSKEGON  
REVISED PLAT OF 1903  
PART OF NLY 1/2 OF VAC NIMS AVE  
LYING NELY OF BLK 96  
AND PART OF PERE MARQUETTE RR ROW  
LYING NELY AND ADJ TO SD VAC NIMS AVE



**Your vote COUNTS!**

Please vote either in favor or opposed to the Special Assessment Street Paving Project.

I AM IN FAVOR

☐

I AM OPPOSED

☒

Owner

Jeffrey Buck

CoOwner/Spouse

Signature

Jeffrey Buck

Signature

Address

500 Irwin Ave

Address

Thank you for taking the time to vote on this important issue.

H-1564 - NIMS/IRWIN, GETTY ST. TO WOOD ST.

PROPERTY OWNER SPECIAL ASSESSMENT RESPONSE TABULATION

|                                      | <u>FEET</u>  | <u>PERCENTAGE</u> | TOTAL NUMBER OF PARCELS - 7 |     |         |         |        |        |     |         |                    |        |
|--------------------------------------|--------------|-------------------|-----------------------------|-----|---------|---------|--------|--------|-----|---------|--------------------|--------|
|                                      |              |                   | FOR                         |     |         |         | OPPOSE |        |     |         |                    |        |
|                                      |              |                   | LETTER                      | ST# | ST NAME | PARCEL# | FEET   | LETTER | ST# | ST NAME | PARCEL#            | FEET   |
| TOTAL ASSESSABLE FRONT FOOTAGE       | 2777.000 *** |                   |                             |     |         |         | *      | 5      | 500 | IRWIN   | 24-205-095-0001-65 | 115.11 |
| FRONT FEET OPPOSED                   | 115.11       | 4.15%             |                             |     |         |         |        |        |     |         |                    |        |
| RESPONDING FRONT FEET IN FAVOR       | 0.000        | 0.00%             |                             |     |         |         |        |        |     |         |                    |        |
| NOT RESPONDING - FRONT FEET IN FAVOR | 2661.890     | 95.85%            |                             |     |         |         |        |        |     |         |                    |        |
| TOTAL FRONT FEET IN FAVOR            | 2661.890     | 95.85%            |                             |     |         |         |        |        |     |         |                    |        |

TOTALS

0.00

115.11

\*

Property owner has agreed to the assessment per conversation w/Mohammed Al-Shatel

TABULATED AS OF: 04:53 PM

SPECIAL ASSESSMENT  
HEARING RESPONSE CARD

NO RESPONSE COUNTS AS "IN FAVOR" OF PROJECT-To have your vote count, please

Return This Card By APRIL 22, 2003

Project Title: NIMS ST. & IRWIN AVE., WOOD ST. TO GETTY ST.

Project Description: \* RECONSTRUCTION

\* PROJECT CONSIST OF COMPLETE REMOVAL OF EXISTING PAVEMENT & CONSTRUCTION OF CURB & GUTTER WITH ASPHALT PAVEMENT SURFACE

INSTRUCTIONS

If you wish to have your written vote included as part of the tabulation of votes forwarded to the City Commission for the scheduled public hearing, please return this card by the date indicated above. To use this response card please indicate whether you Oppose or Favor this special assessment project, sign the form and return it to the City Clerk's Office. To return this card by mail, simply fold on the dotted lines so the address on the reverse side is showing. Be sure to seal the form with a small piece of tape or staple prior to mailing. IF YOU DO NOT SEND IN THIS FORM YOUR VOTE COUNTS AS "IN FAVOR" OF PROJECT.

Assessment Information

|                             |                    |
|-----------------------------|--------------------|
| Property Address:           | 1649 S GETTY ST    |
| Parcel Number               | 24-205-099-0001-10 |
| Assessable Frontage:        | 267.42 Feet        |
| Estimated Front Foot Cost:  | \$35.50 per Foot   |
| <b>ESTIMATED TOTAL COST</b> | <b>\$9,493.41</b>  |

Property Description

CITY OF MUSKEGON  
REVISED PLAT OF 1903  
THAT PART OF BLK 99 DESC AS:  
COM AT NW COR OF SD BLK  
TH N 90D 00M 00S E ALG N LINE SD BLK 205.20 FT  
TH S 50D 17M 57S E ALG NELY LINE SD BLK 342.44 FT



Your vote COUNTS!

Please vote either in favor or opposed to the Special Assessment Street Paving Project.

I AM IN FAVOR

☐

I AM OPPOSED

☒

Owner FLEX-SPACE CoOwner/Spouse \_\_\_\_\_

Signature Russell E. Hill <sup>STORAGE</sup> Signature \_\_\_\_\_

Address 1649 SO. GETTY Address \_\_\_\_\_

Thank you for taking the time to vote on this important issue.

2003-38 a)

**Commission Meeting Date: April 22, 2003**

**Date: April 15, 2003**  
**To: Honorable Mayor & City Commission**  
**From: Community and Neighborhood Services**  
**Department**  
**RE: Approval of Resolution and QuitClaim**

---

SUMMARY OF REQUEST: To authorize the Mayor and City Clerk to sign the attached resolution and quit claim to sale the city owned rehabilitated home at 322 Amity Operation "New Life" to Idella Levelston for the price of \$60,000.

The house at 322 Amity was obtained by the City of Muskegon through the foreclosure process and was rehabilitated with HOME funds.

The rehabilitation of 322 Amity is another example of the City's commitment to the revitalization of its neighborhoods.

FINANCIAL IMPACT: Funding will be added to the HOME account

BUDGET ACTION REQUIRED: N/A

STAFF RECOMMENDATION: To approve the sale

COMMITTEE RECOMMENDATION: the Land Reutilization Committee approved the rehabilitation of the project.

MUSKEGON CITY COMMISSION

2003-38 (a)

RESOLUTION TO APPROVE THE SALE OF  
CITY-OWNED PROPERTY AT 322 AMITY

WHEREAS, the City of Muskegon is dedicated to the redevelopment of its neighborhoods and;

WHEREAS, the City of Muskegon is dedicated to promoting high quality affordable single-family housing in the community and;

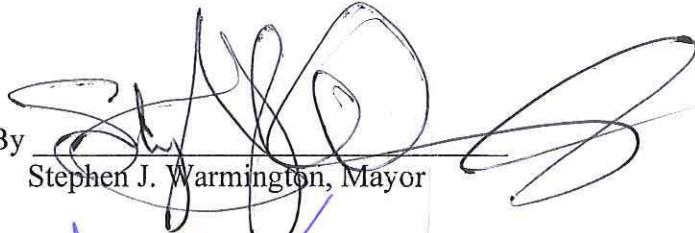
WHEREAS, the City of Muskegon is dedicated to promoting homeownership throughout its neighborhoods;

NOW THEREFORE, BE IT RESOLVED that the City Commission hereby approved the sale of the rehabilitated single-family home located 322 Amity to Idella Levelston for the price of \$60,000.

Adopted this 22<sup>nd</sup> day of April, 2003

Ayes: 7

Nays: 0

By   
Stephen J. Warmington, Mayor

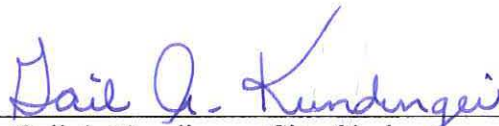
By   
Gail A. Kunderger, City Clerk

## CERTIFICATION

This resolution was adopted at a regular meeting of the City Commission, held on April 22, 2003. The meeting was properly held and noticed pursuant to the Open Meetings Act of the State of Michigan, Act 267 of the Public Acts of 1976.

CITY OF MUSKEGON

By

  
Gail A. Kunderger, City Clerk

2003-38 (a)  
QUIT-CLAIM DEED

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

QUIT CLAIMS TO: **Idella C. Levelston**, of 344 Amity, Muskegon, Michigan 49441,

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

City of Muskegon revised plat of 1903 E 36 FT of S 92 FT LOT 15 BLK 204

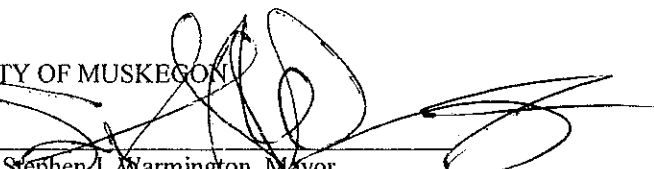
for the sum of Sixty Thousand and no/100 Dollars (\$60,000.00)

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).

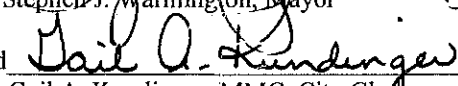
Dated this 22 day of April, 200 3.

CITY OF MUSKEGON

By

  
Stephen J. Warmington, Mayor

and

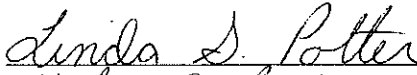
  
Gail A. Kundinger, MMC, City Clerk

STATE OF MICHIGAN  
COUNTY OF MUSKEGON

The foregoing instrument was acknowledged before me this 29th day of April, 200 3, by Stephen J. Warmington and Gail A. Kundinger, MMC, Mayor and City Clerk, respectively, of the CITY OF MUSKEGON, a municipal corporation, on behalf of the City.

PREPARED BY:

John C. Schrier  
Parmenter O'Toole  
175 W. Apple Ave., P. O. Box 786  
Muskegon, MI 49443-0786  
Telephone: 616/722-1621

  
Linda S. Potter  
Notary Public, Muskegon County, Michigan  
My commission expires: 9-25-06

SEND SUBSEQUENT TAX BILLS TO: Grantee WHEN RECORDED RETURN TO: Grantee

2003-38 b)

**Date:** April 22, 2002

**To:** Honorable Mayor and City Commissioners

**From:** Finance Director

**RE:** Transmittal of 2002 *Comprehensive Annual Financial Report*

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**SUMMARY OF REQUEST:** The City's 2002 *Comprehensive Annual Financial Report* (CAFR) has previously been distributed to City Commissioners. At this time the CAFR is being formally transmitted to the Commission in accordance with state law. The 2002 CAFR has been prepared in accordance with GASB 34 accounting standards and is markedly different than in previous years. For this reason, Commissioners may wish to have a more in-depth review of the report at the monthly work session.

**FINANCIAL IMPACT:** None. The CAFR report summarizes the City's financial activities for 2002 and includes the independent auditor's unqualified opinion on the City's financial statements.

**BUDGET ACTION REQUIRED:** None

**STAFF RECOMMENDATION:** Acceptance of the 2002 CAFR.

**COMMITTEE RECOMMENDATION:** There is no committee recommendation at this time.

2003-38e)

**Commission Meeting Date: April 22, 2003**

**Date:** April 16, 2003  
**To:** Honorable Mayor & City Commission  
**From:** Planning & Economic Development Department  
**RE:** Creation of HDC Study Committee

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**SUMMARY OF REQUEST:**

Members of the Historic District Commission and various other organizations are concerned about the historic structures located within the mall. For new historic district establishment, the state statute requires that the City Commission appoint a study committee to conduct all necessary research and reports. The committee shall contain a majority of persons who have knowledge or interest in historic preservation, and shall contain representation from a local historic preservation organization. The request is to appoint a study committee to determine whether certain buildings located in the mall should be designated in an historic district.

**FINANCIAL IMPACT:**

None.

**BUDGET ACTION REQUIRED:**

None

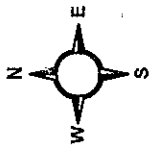
**STAFF RECOMMENDATION:**

Staff recommends to appoint Brian Lazor and Bob Grabinski as staff to the study committee and to approve the attached resolution and authorize the Mayor and Clerk to sign said resolution.

**COMMITTEE RECOMMENDATION:**

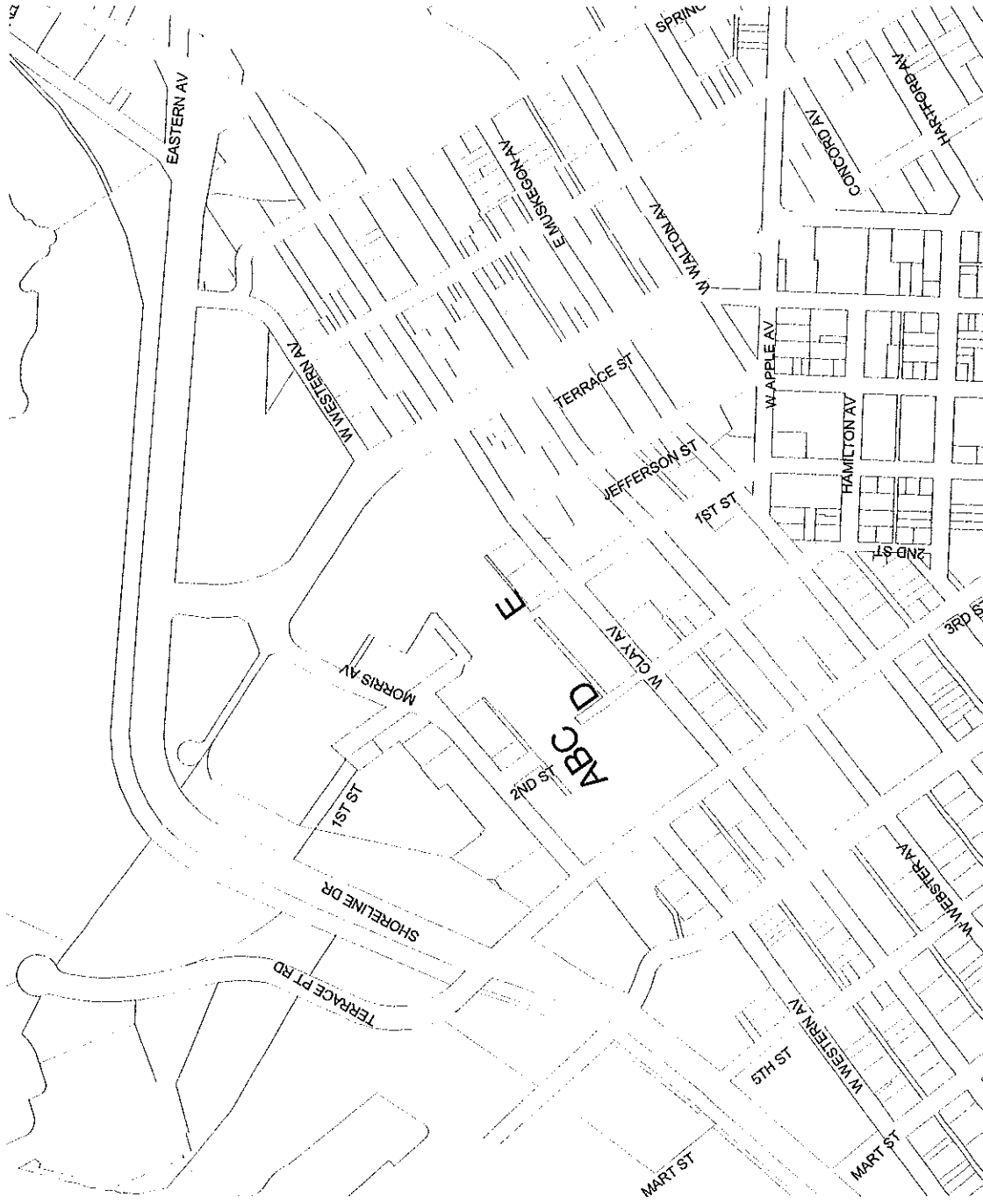
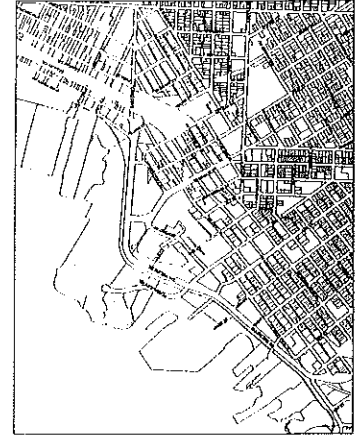
The Historic District Commission Chairman recommends the appointment of the following persons to the study committee: Daniel Chambers, Lawrence Spataro, Mary O'Connor, Jon Colburn and a member of the Charter Development Group. The Historic District Commission has voted to recommend that the City Commission approve the creation of the study Committee with the members identified.

# Historic District Study Area



## Subject Properties

- A -- Daniels
- B -- Century Club
- C -- Savings & Loan/GTE
- D -- National City
- E -- Hackley Bank



**MUSKEGON CITY COMMISSION**

RESOLUTION TO APPOINT MEMBERS TO THE STUDY COMMITTEE TO PERFORM RESEARCH AND REPORTS AS A REQUIREMENT FOR ESTABLISHING AN HISTORIC DISTRICT.

WHEREAS, the resources located in the mall are described as: CITY OF MUSKEGON REVISED PLAT OF 1903, Lot 16 EXC SWLY 8 FT, BLK 565 (Daniels); CITY OF MUSKEGON REVISED PLAT OF 1903 LOT 17, BLK 565 (Century Club); CITY OF MUSKEGON REVISED PLAT OF 1903, LOT 18, BLK 565 (Savings and Loan/ GTE); CITY OF MUSKEGON REVISED PLAT OF 1903, LOT 8, BLK 311 (National City); CITY OF MUSKEGON REVISED PLAT OF 1903, LOT 11, BLK 310, AND THE E 35 FT OF N 10 FT OF VAC FIRST ST AND N ½ OF VAC E/W ALLEY ADJ. TO SD PROP (Hackley Bank);

WHEREAS, a historic district designation allows the use of historic preservation tax credits;

WHEREAS, the historic preservation tax credit can only apply to rehabilitation of historic structures located within an established historic district;

WHEREAS, under state statute in establishing an historic district (section 399.203 of Public Act 169), the local legislative body shall appoint an historic district study committee, which shall be charged to conduct basic research, inventory, and determine the historic significance of a resource or resources within a proposed historic district;

WHEREAS, the study committee shall perform the basic research and reports to meet the requirements of the state statute; and shall be charged to perform one specific project then dissolved.

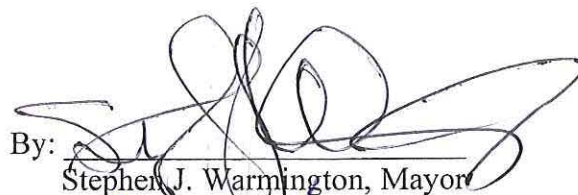
NOW THEREFORE BE IT RESOLVED, that a study committee be created to consider this specific proposed historic district.

Adopted this 22nd day of April, 2003

Ayes: 5

Nays: 2

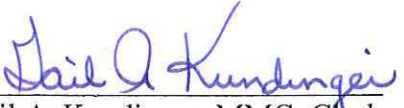
Absent 0

By:   
Stephen J. Warmington, Mayor

Attest:   
Gail A. Kunding, MMC, 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 April 22, 2003.

By:   
Gail A. Kunding, MMC, Clerk

2003-38 d)

**Commission Meeting Date: April 22, 2003**

**Date:** April 15, 2003  
**To:** Honorable Mayor & City Commission  
**From:** Planning & Economic Development Department CBC  
**RE:** Approval to submit Notice of Intent (NOI) for  
Partnership for Traditional Neighborhood  
Redevelopment (ParTNeR) Program

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SUMMARY OF REQUEST: The City of Muskegon has been invited to submit a NOI for the ParTNeR program, through the State of Michigan. If the NOI is approved, the City will be asked to submit a formal grant application. The actual grant funds will be requested through the County of Muskegon, since they will be additional CDBG funds that only the County is eligible to receive. If the grant is accepted, the County will receive the grant funds (acting as fiduciary) from the State. The City of Muskegon will actually administer the program. The funds will be used to hire a consultant to conduct a plan, and to complete an infrastructure project on Third Street (see attachment). In order to apply for the NOI, the City Commission is requested to approve the attached resolution.

FINANCIAL IMPACT: If approved for the grant, the funds will be used to cover the costs of a consultant to conduct a plan for the identified area (see map attached) and to purchase two buildings on Third Street for demolition and/or renovation. In addition, funds will be used for streetscape improvements. The amount being applied for is \$400,000. The local match must be 10 percent, or \$40,000. The City would pledge \$20,000 in CDBG funds, and the Community Foundation for Muskegon County would pledge \$20,000 from their MSHDA funds.

BUDGET ACTION REQUIRED: None.

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

COMMITTEE RECOMMENDATION: None.

**MUSKEGON CITY COMMISSION**

RESOLUTION AUTHORIZING THE SUBMITTAL OF A  
NOTICE OF INTENT TO PARTICIPATE IN THE STATE PARTNERSHIP FOR TRADITIONAL  
NEIGHBORHOOD REDEVELOPMENT (ParTNeR) PROGRAM

WHEREAS, the Michigan Economic Development Corporation (MEDC), in partnership with the Michigan State Housing Development Authority (MSHDA) and the State Historic Preservation Office (SHPO), is requesting Notice of Intent (NOI) submissions for the ParTNeR program; and

WHEREAS, the City of Muskegon has been invited to submit a NOI, as the central city of the County of Muskegon; and

WHEREAS, funds are available through the Community Development Block Grant Program, through the County of Muskegon, for economic development infrastructure projects, and

WHEREAS, the proposed area for the ParTNeR program includes the commercial corridors along Western Avenue between Third and Eighth Streets; and Third Street between Western Avenue and Merrill Streets, and the residential areas bounded by Third Street, Muskegon Avenue, Shoreline Drive and Eight Street; and

WHEREAS, it is the intention of the City that the Project will include a comprehensive neighborhood revitalization planning process, as well as an infrastructure project that involves the acquisition of buildings on Third Street, to be rehabilitated and/or demolished, and to provide parking lot improvements and streetscape improvements along Third Street;

NOW, THEREFORE, BE IT RESOLVED, THAT the City Commission authorizes staff to submit an NOI to the MEDC, and if approved for the ParTNeR project, to coordinate the project with the County of Muskegon and the Community Foundation of Muskegon County,

AND, BE IT FURTHER RESOLVED, THAT the City Commission authorizes the expenditure of \$20,000 in CDBG funds to be used towards the match, if the grant is approved by the MEDC for the project.

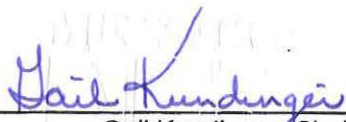
Adopted this 22nd of April, 2003

AYES: 7

NAYS: 0

ABSTAIN: 0

By:

  
Gail Kundinger, Clerk

## CERTIFICATION

This resolution was adopted at a regular meeting of the City Commission, held on April 22, 2003. The meeting was properly held and noticed pursuant to the Open Meetings Act of the State of Michigan, Act 267 of the Public Acts of 1976.

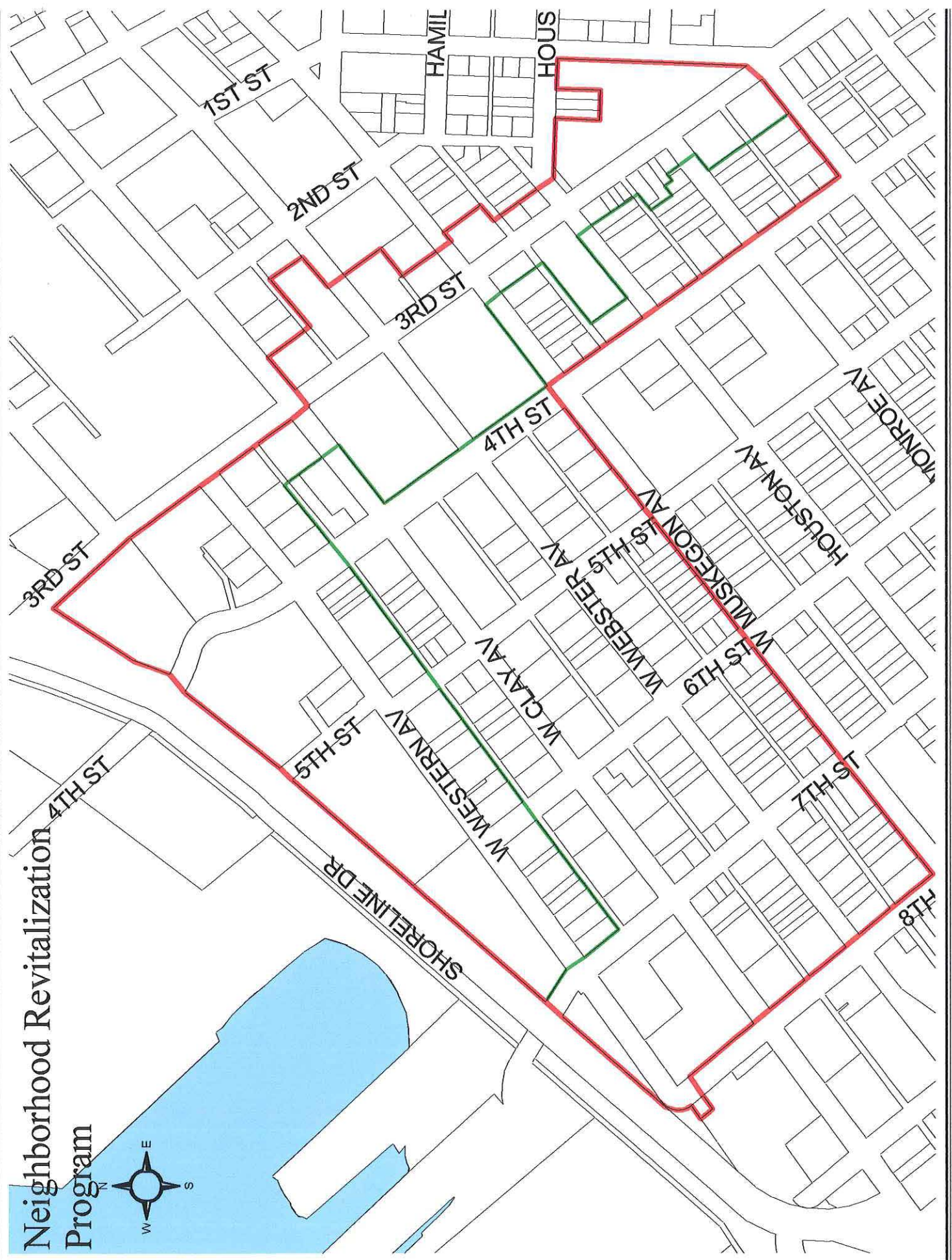
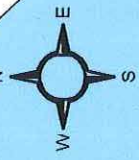
CITY OF MUSKEGON

By

Gail A. Kunding

Gail A. Kunding, City Clerk

Neighborhood Revitalization  
Program



## **Partnership for Traditional Neighborhood Redevelopment (ParTNeR)**

### **Proposed Project for Muskegon**

(April 15, 2003)

#### **Overview**

The local group that will be applying for the ParTNeR Program from MEDC, MSHDA and MSHPO, consists of the City and County of Muskegon, the Neighborhood Investment Corporation (NIC) and the Community Foundation of Muskegon County. We only became aware of the potential for this grant in December, and began generating ideas at that point.

We received the Notice of Intent (NOI) form from the MEDC on April 1, and we have until April 25 to submit it. The City of Muskegon is the only city in the County that is eligible to apply for the grant, as it is the Core City. The City of Muskegon must be the applicant for the NOI. The grant funding is available through an additional Community Development Block Grant (CDBG) allocation, that will come directly through the County. Therefore, the County must be the applicant for the actual grant funds.

The local community must provide a 10% match for the CDBG funds. The matching funds will be used to fund a consultant that will develop a neighborhood revitalization plan for our area (we are anticipating that the Plan can also be used to address the Neighborhood Preservation Plan/NPP that NIC is working on). The consultant is expected to cost between \$30,000- \$40,000 per community. If the City is able to contribute more than the amount needed for the consultant, the funds can be used directly towards the project that is identified.

Part of the grant requirement is job creation or a low-moderate benefit. In addition to the match, additional investment and benefit to the area must be identified.

#### **Proposed Project for Muskegon**

NIC has already acquired the Walt Plant building on Third Street. They will put offices on the first floor and residential on the second. They are also improving the parking lot in the rear. There are two buildings next to Walt Plant (to the South) that are for sale. The City could purchase these with the grant funds, and then ownership could be given to NIC. The City could possibly contribute rental rehab funds and MSHDA may be another source for funding the residential. One building should probably be demolished, the other (formerly Mosley's Driving School) can be rehabilitated for retail on the first floor (a restaurant is a possibility) and residential above (possibly loft apartments). A walkway can be constructed from Third Street to the rear parking lot, on the property where the building will be demolished. Streetscaping, that will be consistent with that proposed on Western Avenue (in our MDOT Transportation Enhancement Grant) can be added along Third Street, and through the walkway to the rear parking. The rear parking lot will also be improved. The proposed budget for this project is:

DATE: April 14, 2003

TO: Honorable Mayor and City Commissioners

FROM: Robert B. Grabinski, Director Inspection  
Services Dept.

Re: Concurrence with the Housing Board of Appeals  
Notice and Order to demolish. Dangerous building case #02-049-  
1698 Seventh.

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**SUMMARY OF REQUEST:** This is to request City Commission concurrence with the findings of the Housing Board of Appeals that the structure located at **1698 Seventh** is unsafe, substandard, a public nuisance and that it be demolished within thirty (30) days.

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

Case # & Project Address: 02-049 – 1698 Seventh

**Location and ownership:** This structure is located on Seventh Street between E. Dale and Larch and is owned by Edward McKenzie.

**Staff Correspondence:** This structure was written as a dangerous building 9/6/02. A notice for an interior inspection was issued 10/9/02, but the interior was not conducted due to failure of the owner to appear. A Notice and Order to repair or remove was issued 11/25/02. The case was heard before the HBA 2/6/03 and the board declared the structure substandard and a dangerous building on that date. The city boarded the property twice after the owner was notified and failed to secure the building.

**Owner Contact:** There has been no contact.

**Financial Impact:** The cost of demolition will be paid with CDBG funds.

**Budget Action Required:** None

**SEV:** \$17,100

**Estimated Cost of Repairs:** \$3,000 plus cost of interior repairs.

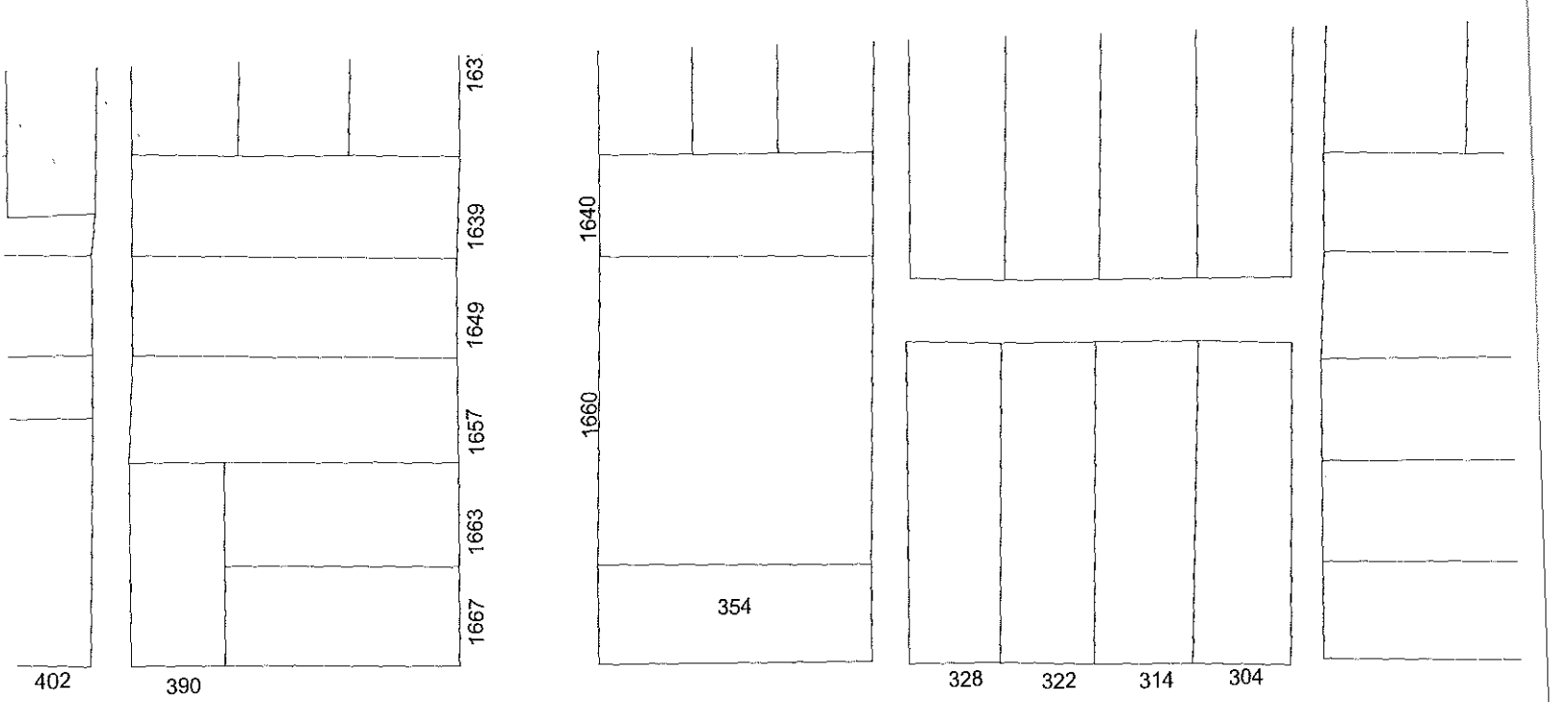
**CITY COMMISSION RECOMMENDATION:** The Commission will consider this item at it's meeting on Tuesday, April 22, 2003.



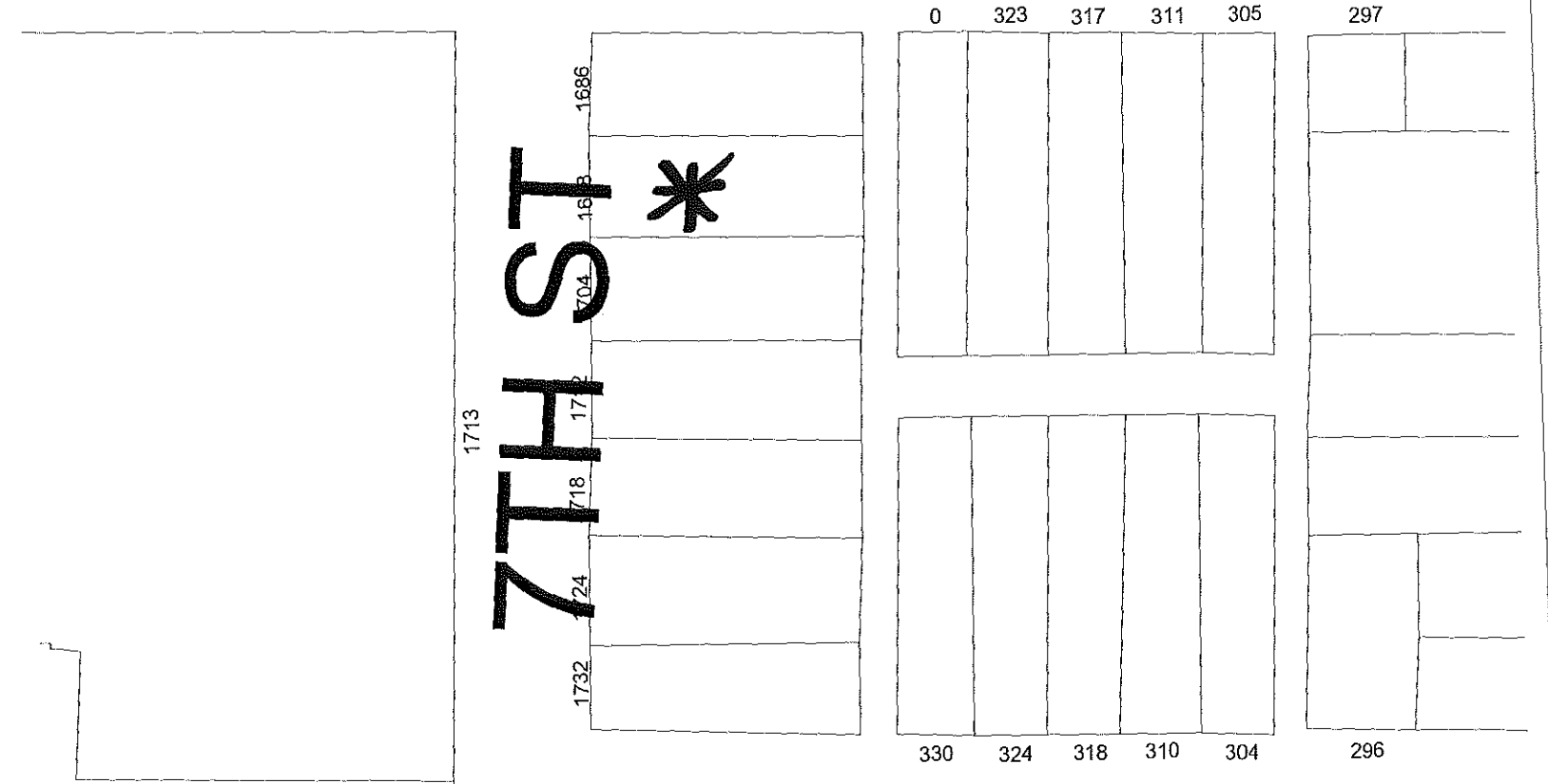
1698 Seventh



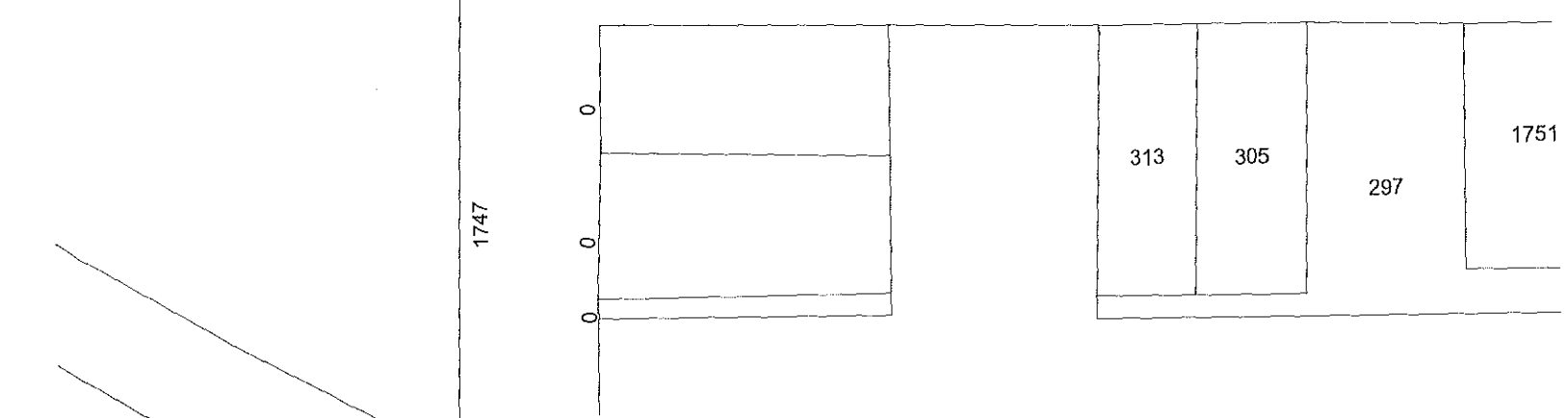
1698 Seventh



DALE



LARCH



For The Inspection Department  
City of Muskegon

File #: 421875

**FROM CITY ASSESSOR'S RECORDS**

OWNER: Edward McKenzie  
PROPERTY: 1698 Seventh  
PARCEL NO: 24-205-449-0002-00  
DESCRIPTION: Lot 2 Blk 449

**FROM RECORDS OF TRANSNATION TITLE**

LIBER: 2070  
PAGE: 113  
DATE OF DEED: January 31, 1998  
GRANTOR NAME & ADDRESS: Mahesh Properties, L.L.C., 3713 Norton  
Hills, Muskegon, MI 49441  
GRANTEE NAME & ADDRESS: Edward McKenzie, 860 Evar, Muskegon,  
MI 49442  
LIENS OR MORTGAGES: 2070/114; 2133/664; 3158/37  
TODAY'S DATE: September 12, 2002  
EFFECTIVE DATE: August 22, 2002 at 8:00 AM  
Abstracted by: Judy A. Janner  
TRANSNATION TITLE INSURANCE COMPANY

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

Rev. 22.00-C  
150.00-S  
172.00

2070 PAGE 113

9925

STATE OF MICHIGAN  
COUNTY OF MUSKEGON  
RECEIVED FOR

1998 FEB 26 PM 3:17

*Carris Carter*  
REGISTER OF DEEDS

WARRANTY DEED

STATUTORY FORM FOR INDIVIDUALS

**This Indenture,**

Dated this day of:  
JANUARY 31, 1998

KNOW ALL MEN BY THESE PRESENTS THAT:

MAHESH PROPERTIES, L. L. C., A MICHIGAN LIMITED LIABILITY CO  
3713 NORTON HILLS  
MUSKEGON, MI 49441

Convey(s) and Warrant(s) To:

EDWARD MCKENZIE, A MARRIED MAN  
860 EVART  
MUSKEGON, MI 49442

for the sum of

TWENTY THOUSAND AND 00/100 DOLLARS ---(\$20,000.00)

the following described premises situated in

THE CITY OF MUSKEGON, COUNTY OF MUSKEGON AND STATE OF MICHIGAN TO WIT:

LOT 2, BLOCK 449, REVISED PLAT OF THE CITY OF MUSKEGON AS RECORDED IN LIBER 3 OF  
PLATS, PAGE 71, MUSKEGON COUNTY RECORDS. P.P. #61-31-30-455-009 [06831]

THIS DEED IS GIVEN PURSUANT TO A LAND CONTRACT BETWEEN THE PARTIES DATED  
SEPTEMBER 1, 1996. GRANTORS DO NOT WARRANT ANY ACTS OR OMISSIONS OF GRANTEEES SINCE  
THE DATE OF SAID LAND CONTRACT. SUBJECT TO EASEMENTS, RESERVATIONS, RESTRICTIONS  
AND LIMITATIONS OF RECORD, IF ANY.

Parcel #61-

61-31-30-455-009/00831 *m*

Witnesses:

Signed and Sealed

MAHESH PROPERTIES, L. L. C., A MICHIGAN  
LIMITED LIABILITY CO

BY *Phuolag*  
MAHI MAHESH  
ITS OWNER

Title Office

*Arnette R. Weaver*  
ARNETTE R. WEAVER

*Jana M. Eling*  
JANA M. ELING

Title Office

STATE OF MICHIGAN COUNTY OF MUSKEGON

The foregoing instrument was acknowledged before me  
ON JANUARY 31, 1998 BY MAHI MAHESH, OWNER  
OF MAHESH PROPERTIES, L. L. C., A MICHIGAN  
LIMITED LIABILITY CO



MICHIGAN REAL ESTATE TRANSFER TAX

DEPT of TAXATION  
MUSKEGON COUNTY, MI

172.00

099205 26 FEB 1998 \$ 22.00 C  
00158557 \$ 150.00 S

PREPARED BY:

MAHESH PROPERTIES, L. L. C.  
3713 NORTON HILLS  
MUSKEGON, MI 49441

ASSISTED BY:

THE TITLE OFFICE, INC.  
493 WEST NORTON  
MUSKEGON, MICHIGAN 49441

*Arnette R. Weaver*  
Arnette R. Weaver

NOTARY PUBLIC MUSKEGON COUNTY, MICHIGAN  
MY COMMISSION EXPIRES: 09/03/1998

WHEN RECORDED RETURN TO

✓ GRANTEE

Muskegon, Mich:

2/23 1998  
I hereby certify that there are no tax liens or taxes held by the  
state or any individual against the within description, and no  
taxes or liens are paid for five years previous to the date of  
this instrument, as appears by the records in my office.

095254 *Jana M. Eling*

**NOTICE OF HEARING BEFORE THE CITY COMMISSION**

DATE: April 9, 2003

**1698 Seventh**

(Address of Property)

TO: All owners and interested parties:

Edward McKenzie, 739 Allen, Muskegon, MI 49442

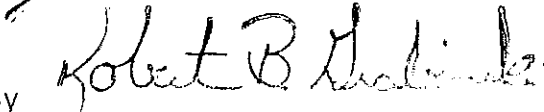
TMS 4837 Watt Ave. North Highlands, CA 95660  
(Other interested parties)

Muskegon County Treasurer, P.O. Box 177, Muskegon, MI 49443

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

The City Commission will hold a hearing on **Tuesday, April 22, 2003** to consider the above decision of the Housing Board of Appeals. You may appear at this hearing at 5:30 p.m. on Tuesday, April 22, 2003, at the Muskegon City Hall, 933 Terrace Street, Muskegon, Michigan, with counsel, if you desire, to present any relevant evidence and arguments concerning the decision to demolish the above structures.

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

By 

Robert B. Grabinski, Director of Inspections

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

Date: February 10, 2003

To: Edward McKenzie, 739 Allen, Muskegon, MI 49442  
Owners Name & Address

TMS 4837 Watt Ave, North Highlands, CA 95660  
Names & Addresses of Other Interested Parties

Muskegon County Treasurer, P.O. Box 177, Muskegon, MI 49443

**ORDER TO DEMOLISH STRUCTURE**

The Housing Board of Appeals, having received evidence at a scheduled and noticed meeting held on Thursday, February 6, 2003 does hereby order that the following structure(s) located at **1698 Seventh**, Muskegon, Michigan, shall be demolished for the reason that the said structure or structures are found, based upon the evidence before the Board of Appeals, to be dangerous, substandard and a public nuisance.

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

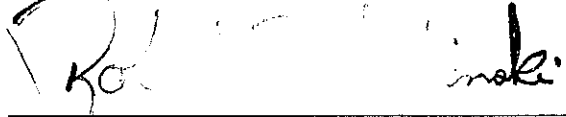
The director of inspections is ordered to place before the Muskegon City Commission this order and the record in this case to seek concurrence by the City Commission with the decision of this board, and further to give notice to the owner and interested parties of the date and time when this matter shall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

## NOTICE TO OWNER AND INTERESTED PARTIES

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

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

FOR THE HOUSING BOARD OF APPEALS:

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

Robert B. Grabinski, Director of Inspections

CITY OF MUSKEGON  
CITY OF MUSKEGON HOUSING BOARD OF APPEALS

NOTICE OF HEARING

Date: January 23, 2003

Address of the Property: 1698 Seventh

TO: Edward McKenzie, 739 Allen, Muskegon, MI 49442  
[Name & Address of Owner]

TMS, 4837 Watt Ave, North Highlands, CA 95660  
[Names & Addresses of Other Interested Parties]

Muskegon County Treasurer, P.O. Box 177, Muskegon, MI 49443

Please take notice that on Thursday, February 6, 2003, the City of Muskegon Housing Board of Appeals will hold a hearing at 933 Terrace, Muskegon, MI at 5:30 o'clock p.m., and at the said hearing consider whether or not the following structure should be determined to be dangerous, substandard and a nuisance, and demolished, or repaired.

The reason for this hearing is that you have not complied with the Notice and Order to repair or demolish issued 11/25/02.

At the hearing on Thursday, February 6, 2003, at 5:30 o'clock p.m., at the Muskegon City Hall, 933 Terrace Street, Muskegon, Michigan, you may appear and present any relevant evidence to the Housing Board of Appeals and have counsel of your choice present, if you desire, to show cause why the structure should not be allowed or ordered demolished.

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

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

CITY OF MUSKEGON

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

DATE: November 25, 2002

Address of the Property: 1698 Seventh

TO: Edward McKenzie, 739 Allen, Muskegon, MI 49442  
[Name & Address of Owner]

TMS, 4837 Watt Ave. North Highlands, CA 95660  
Names & Addresses of Other Interested Parties]

Muskegon County Treasurer, P.O. Box 177, Muskegon, MI 49443

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

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

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

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

## FAILURE TO COMPLY

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

## SCHEDULE OF CONDITIONS

The following conditions are present at the structure at **1698 Seventh,** Muskegon, Michigan, and cause said structure to be a dangerous or substandard building and a public nuisance.

Please see the attached inspection report

CITY OF MUSKEGON INSPECTIONS DEPARTMENT

A handwritten signature in black ink, reading "Robert B. Grabinski". The signature is written in a cursive style with a horizontal line underneath the name.

Robert B. Grabinski, Director of Inspections

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

Assessor  
231/724-6708  
FAX/726-5181

Cemetery  
231/724-6783  
FAX/726-5617

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

Clerk  
231/724-6705  
FAX/724-4178

Comm. & Neigh.  
Services  
231/724-6717  
FAX/726-2501

Engineering  
231/724-6707  
FAX/727-6904

Finance  
231/724-6713  
FAX/724-6768

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

Income Tax  
231/724-6770  
FAX/724-6768

Info. Systems  
231/724-6744  
FAX/722-4301

Leisure Service  
231/724-6704  
FAX/724-1196

Manager's Office  
231/724-6724  
FAX/722-1214

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

Inspection Services  
231/724-6715  
FAX/726-2501

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

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

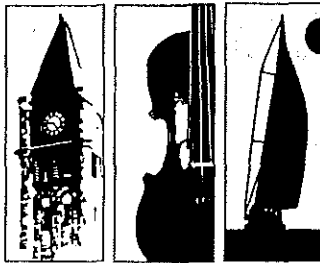
Public Works  
231/724-4100  
FAX/722-4188

Treasurer  
231/724-6720  
FAX/724-6768

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

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

# MUSKEGON



West Michigan's Shoreline City

November 4, 2002

Edward McKenzie  
739 Allen Ave.  
Muskegon, MI 49442

Dear Property Owner:

Subject: Board-up: 1698 Seventh St., Muskegon MI

The structure owned by you at the subject address has recently been found to be dangerous because it is unsecured. Unsecured structures are not only an invitation to children, but also to vagrants, vandals, and others who would use them for illegal purposes.

To combat this, City building regulations require that windows, doors, or other openings on vacant structures be kept intact and securely locked or neatly boarded up in order to prevent entrance by unauthorized persons. Please board up/secure all doors and first floor windows of all structures. **Boarding must be done with exterior grade plywood at least 1/2 inch thick which is painted to blend with the colors of the building so as to be as inconspicuous as possible.**

Please note, however, that under City ordinance a property may not remain boarded up for longer than 180 consecutive days. As a dangerous building, your structure(s) must be secured within ten (10) days of the date of this notice. If the building is not secured within this time frame, the City of Muskegon will take action to have it secured and the cost assessed against the property.

Any unpaid invoices could be sent to a collection agency and may affect your credit rating if not paid.

If you have any questions concerning this matter  
724-6715.

Sincerely,

*Robert B. Grabinski*  
Robert B. Grabinski  
Director Inspections Dept.

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

|                                                                     |    |                          |  |
|---------------------------------------------------------------------|----|--------------------------|--|
| 7000 0520 0013 9767 4407                                            |    | B1U-1698-7 <sup>th</sup> |  |
| Postage                                                             | \$ | Postmark<br>Here         |  |
| Certified Fee                                                       |    |                          |  |
| Return Receipt Fee<br>(Endorsement Required)                        |    |                          |  |
| Restricted Delivery Fee<br>(Endorsement Required)                   |    |                          |  |
| Total Postage & Fees                                                | \$ |                          |  |
| Recipient's Name (Please Print Clearly) (To be completed by mailer) |    |                          |  |
| Edward McKenzie                                                     |    |                          |  |
| Street, Apt. No.; or PO Box No.                                     |    |                          |  |
| City, State, ZIP+4                                                  |    |                          |  |

CITY OF MUSKEGON

NOTICE FOR INTERIOR INSPECTION

DATE: October 9, 2002

Address of Property: 1698 Seventh

TO: Edward McKenzie, 739 Allen, Muskegon, MI 49442  
[Name & Address of Owner]

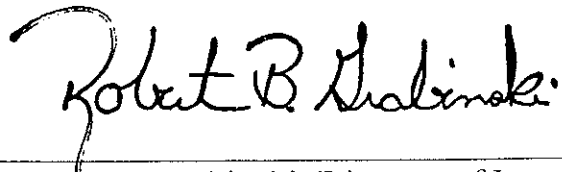
TMS, 4837 Watt Ave, North Highlands, CA 95660  
(Interested Parties)

Muskegon County Treasurer, P.O. Box 177, Muskegon, MI 49443

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

We intend to inspect the interior of the building(s). Please be present to allow an interior inspection of the above described properties on Thursday, October 24, 2002 at 1:30 P.M. Failure to appear and allow the inspection will result in this office seeking a search warrant to conduct the inspection.

CITY OF MUSKEGON INSPECTION SERVICES

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

Robert B. Grabinski, Director of Inspections

**CITY OF MUSKEGON**  
**DANGEROUS BUILDING INSPECTION REPORT**

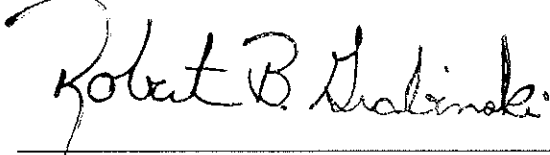
**1698 SEVENTH**

*9/6/02*

Inspection noted:

1. An interior inspection is required by all trade inspectors (plumbing, mechanical, electrical and building) before any permits or certificates of occupancy will be issued.
2. Structure boarded over 180 days.
3. Siding is damaged.
4. Foundation requires repair.
5. No utilities.

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.



ROBERT B. GRABINSKI, DIRECTOR OF INSPECTIONS

*9-6-02*

DATE

**Case #02-49 – 1698 Seventh – Edward McKenzie, 739 Allen, Muskegon, MI 49442**

No one was present to represent this case and there has been no contact from the owner.

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

A motion was made by Randy Mackie and seconded by Jon Rolewicz to accept staff recommendation.

A roll call vote was taken:

AYES:

NAYES:

EXCUSED:

ABSENT:

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

Nick Kroes

The motion carried.

DATE: April 14, 2003

TO: Honorable Mayor and City Commissioners

FROM: Robert B. Grabinski, Director Inspection  
Services Dept.

Re: Concurrence with the Housing Board of Appeals  
Notice and Order to demolish. Dangerous building case #02-83-  
1686 Seventh.

---

**SUMMARY OF REQUEST:** This is to request City Commission concurrence with the findings of the Housing Board of Appeals that the structure located at **1686 Seventh** is unsafe, substandard, a public nuisance and that it be demolished within thirty (30) days.

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

Case # & Project Address: 02-83 – 1686 Seventh

Location and ownership: This structure is located on Seventh Street between E. Dale and Larch and is owned by Dan Heller.

Staff Correspondence: This structure was written as a dangerous building 12/9/02. A notice for an interior inspection was issued 11/1/02, but the interior was not conducted due to failure of the owner to appear. A Notice and Order to repair or remove was issued 12/18/02. The case was heard before the HBA 2/6/03 and the board declared the structure substandard and a dangerous building on that date.

Owner Contact: There has been no contact.

Financial Impact: The cost of demolition will be paid with CDBG funds.

Budget Action Required: None

SEV: \$37,700

Estimated Cost of Repairs: \$12,000 plus cost of interior repairs.

**CITY COMMISSION RECOMMENDATION:** The Commission will consider this item at its meeting on Tuesday, April 22, 2003.



1686 Seventh



1686 Seventh

1751

For The Inspection Department  
City of Muskegon

File #: 422891

**FROM CITY ASSESSOR'S RECORDS**

OWNER: Dan Heller  
PROPERTY: 1686 Seventh Street  
PARCEL NO: 24-205-449-0001-00  
DESCRIPTION: Lot 1 Blk 449

**FROM RECORDS OF TRANSNATION TITLE**

LIBER: 1392  
PAGE: 644 and 645  
DATE OF DEED: May 1, 1987 and May 4, 1987  
GRANTOR NAME & ADDRESS: Mary Lou Hunt, Independent Personal  
Representative of the Estate of Craig M. Meier, deceased and Barry M. Meier  
GRANTEE NAME & ADDRESS: Daniel James Heller ands wife Mary  
Katherine Heller  
LIENS OR MORTGAGES: 1967/948 Mtg. 2109/107  
TODAY'S DATE: October 30, 2002  
EFFECTIVE DATE: October 4, 2002 at 8:00 AM  
Abstracted by: Julie Ann Cook  
TRANSNATION TITLE INSURANCE COMPANY

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

The Grantor(s) Barry M. Meier, a single man  
139 Monroe, Muskegon, Michigan 49441, whose address is  
convey(s) and warrant(s) to Daniel James Heller and wife, Mary  
Katherine Heller, as tenants in common

whose address is P.O. Box 181, Heperia, Michigan 49421

the following described premises situated in the City  
of Muskegon County of Muskegon  
and State of Michigan:

An undivided one half interest in Lot 1, Block 449,  
Revised Plat (of 1903) of the City of Muskegon,  
as recorded in Liber 3 of Plats, Page 71, Muskegon County Records

for the sum of Thirty-Six Thousand Five Hundred Dollars (\$36,500)

subject to easements and building and use restrictions of record and further subject to liens, encumbrances and other  
acts of parties other than the grantor since March 8, 1982, the date of a land contract  
between the parties pursuant to which this deed is given.

Dated this 4th day of May, 1987

Signed in presence of:

\* Robert L. Forsythe  
\* Mary Fischer

Signed by:

\* Barry M. Meier

STATE OF MICHIGAN }  
COUNTY OF Muskegon } SS.

The foregoing instrument was acknowledged before me this 4th day of May  
1987, by Barry M. Meier

Muskegon, Mich: May 19 1987  
I hereby certify that there are no liens or taxes held by the  
state or any individual against the within description, and all  
taxes on same are paid to the date of this instrument, as appears by the records in my office.

No. 034916 Jan A. Koene Co. Treas

\* Robert L. Forsythe  
Notary Public, Muskegon County,  
Michigan  
My commission expires October 29, 1988

County Treasurer's Certificate

City Treasurer's Certificate

When Recorded Return To:  
WHEN RECORDED RETURN TO:  
(Name) FMB Lumberman's Bank  
P.O. Box 87  
(Street Address) Muskegon, MI 49443-0087  
(City and State)

Send Subsequent Tax Bills To:  
Grantee

Drafted By:  
Robert L. Forsythe  
Business Address:  
500 Lumberman's Bank Bldg.  
Muskegon, MI 49443

Tax Parcel # 06830

Recording Fee

Transfer Tax

\* TYPE OR PRINT NAMES UNDER SIGNATURES.

STATE OF MICHIGAN  
COUNTY OF MUSKEGON  
RECEIVED

MAY 20 P 2:56

Barry M. Meier  
NOTARY PUBLIC

MUSKEGON COUNTY  
109597  
STATE OF MICHIGAN  
REAL ESTATE TAX  
Dept. of Taxation MAY 20 1987  
P.O. 10606  
40.15

LIB. 1392 PAGE 645

**NOTICE OF HEARING BEFORE THE CITY COMMISSION**

DATE: April 9, 2003

**1686 Seventh**

(Address of Property)

TO: All owners and interested parties:

Dan Heller, 192<sup>nd</sup> St. Hesperia, MI 49421

Aggressive Mortgage Corp, 21800 W. 10 Mile Rd. #209, Southfield, MI 48075  
(Other interested parties)

Equicredit Corp, 10401 Deerwood Park Blvd, Jacksonville, FL 32256

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

The City Commission will hold a hearing on **Tuesday, April 22, 2003** to consider the above decision of the Housing Board of Appeals. You may appear at this hearing at **5:30 p.m. on Tuesday, April 22, 2003**, at the Muskegon City Hall, 933 Terrace Street, Muskegon, Michigan, with counsel, if you desire, to present any relevant evidence and arguments concerning the decision to demolish the above structures.

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



By \_\_\_\_\_

Robert B. Grabinski, Director of Inspections

**AFFIDAVIT OF SERVICE OR MAILING**

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

Date: February 10, 2003

To: Dan Heller, 192<sup>nd</sup> St. Hesperia, MI 49421  
Owners Name & Address

Aggressive Mortgage Corp, 21800 W.10 Mile Rd #209, Southfield, MI 48075

Names & Addresses of Other Interested Parties

Equicredit Corp, 10401 Deerwood Park Blvd, Jacksonville, FL 32256

**ORDER TO DEMOLISH STRUCTURE**

The Housing Board of Appeals, having received evidence at a scheduled and noticed meeting held on Thursday, February 6, 2003 does hereby order that the following structure(s) located at **1686 Seventh**, Muskegon, Michigan, shall be demolished for the reason that the said structure or structures are found, based upon the evidence before the Board of Appeals, to be dangerous, substandard and a public nuisance.

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

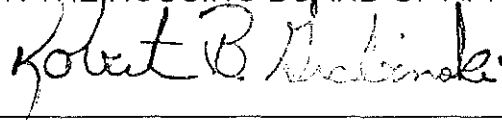
The director of inspections is ordered to place before the Muskegon City Commission this order and the record in this case to seek concurrence by the City Commission with the decision of this board, and further to give notice to the owner and interested parties of the date and time when this matter shall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

## NOTICE TO OWNER AND INTERESTED PARTIES

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

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

FOR THE HOUSING BOARD OF APPEALS:

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

Robert B. Grabinski, Director of Inspections

CITY OF MUSKEGON  
CITY OF MUSKEGON HOUSING BOARD OF APPEALS

NOTICE OF HEARING

Date: January 23, 2003

Address of the Property: 1686 Seventh

TO: Daniel Heller, 192<sup>nd</sup> St, Hesperia, MI 49421  
[Name & Address of Owner]

Aggressive Mortgage Corp. 21800 W. 10 Mile Rd. #209, Southfield, MI 48075  
[Names & Addresses of Other Interested Parties]

Equicredit Corp. 10401 Deerwood Park Blvd, Jacksonville, FL 32256

Please take notice that on **Thursday, February 6, 2003**, the City of Muskegon Housing Board of Appeals will hold a hearing at 933 Terrace, Muskegon, MI at 5:30 o'clock p.m., and at the said hearing consider whether or not the following structure should be determined to be dangerous, substandard and a nuisance, and demolished, or repaired.

The reason for this hearing is that you have not complied with the Notice and Order to repair or demolish issued 12/18/02.

At the hearing on Thursday, February 6, 2003, at 5:30 o'clock p.m., at the Muskegon City Hall, 933 Terrace Street, Muskegon, Michigan, you may appear and present any relevant evidence to the Housing Board of Appeals and have counsel of your choice present, if you desire, to show cause why the structure should not be allowed or ordered demolished.

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

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

CITY OF MUSKEGON

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

DATE: December 18, 2002

Address of the Property: 1686 Seventh

TO: Dan Heller, 192<sup>nd</sup> St. Hesperia, MI 49421  
[Name & Address of Owner]

Aggressive Mortgage Corp. 21800 W. 10 Mile Rd. #209, Southfield, MI 48075  
Names & Addresses of Other Interested Parties]

Equicredit Corp, 10401 Deerwood Park Blvd, Jacksonville, FL 32256

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

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

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

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

## FAILURE TO COMPLY

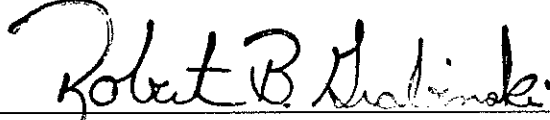
After 30 days from mailing this notice, if you have not complied with this notice, a hearing will be scheduled before the City of Muskegon Housing Board of Appeals for the purpose of enforcing this notice and order and instituting City action to remove the structure. You will receive notice of that hearing.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

## SCHEDULE OF CONDITIONS

The following conditions are present at the structure at 1686 Seventh, Muskegon, Michigan, and cause said structure to be a dangerous or substandard building and a public nuisance.

Please see the attached inspection report

CITY OF MUSKEGON INSPECTIONS DEPARTMENT

A handwritten signature in cursive script, reading "Robert B. Grabinski". The signature is written in dark ink and is positioned above a horizontal line.

Robert B. Grabinski, Director of Inspections

CITY OF MUSKEGON

NOTICE FOR INTERIOR INSPECTION

DATE: November 1, 2002

NO  
Show

Address of Property: 1686 Seventh

TO: Dan Heller, 192<sup>nd</sup> St. Hesperia, MI 49421  
[Name & Address of Owner]

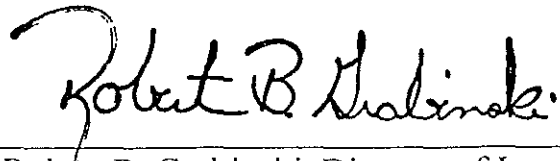
Aggressive Mortgage Corp, 21800 W. 10 Mile Rd #209, Southfield, MI 48075  
(Interested Parties)

Equicredit Corp. 10401 Deerwood Park Blvd, Jacksonville, FL 32256

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

We intend to inspect the interior of the building(s). Please be present to allow an interior inspection of the above described properties on Wednesday, November 20, 2002 at 11:30 A.M. Failure to appear and allow the inspection will result in this office seeking a search warrant to conduct the inspection.

CITY OF MUSKEGON INSPECTION SERVICES



Robert B. Grabinski, Director of Inspections

**CITY OF MUSKEGON**  
**DANGEROUS BUILDING INSPECTION REPORT**

**1686 Seventh**

*12/9/02*

Inspection noted:

1. An interior inspection is required by all trade inspectors (plumbing, mechanical, electrical and building) before any permits or certificates of occupancy will be issued.
2. Roof system deteriorating, provide access for complete roof system inspection.
3. Siding around entire perimeter is ripped and/or warped and falling off building.
4. Windows and doors are in need of replacement or repair. Broken brick molding – frames need to be sealed and protected from weather elements.

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

*Henry Faltinowski*  
HENRY FALTINOWSKI, BUILDING INSPECTOR

*12-9-02*  
DATE

**Case #02-83 – 1686 Seventh – Daniel Heller, 192<sup>nd</sup> St. Hesperia, MI 49421**

No one was present to represent this case and there has been no contact from the owner.

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

A motion was made by Clara Shepherd and seconded by Jon Rolewicz to accept staff recommendation.

A roll call vote was taken:

AYES:

NAYES:

EXCUSED:

ABSENT:

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

Nick Kroes

The motion carried.

**Case #02-47 – 1119 Sophia – Eugene Robar, 122 Meadow Hills #7, Fremont, MI 49412**

No one was present to represent this case and there has been no contact from the owner.

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

A motion was made by Randy Mackie and seconded by John Warner to accept staff recommendation.

A roll call vote was taken.

AYES:

NAYES:

EXCUSED:

ABSENT:

Greg Borgman  
Randy Mackie

Nick Kroes

|                                                               |                  |
|---------------------------------------------------------------|------------------|
| Consultant Fee                                                | \$40,000         |
| Acquisition of two buildings                                  | \$60,000         |
| Rehabilitation of one building                                | \$80,000         |
| Demolition of one building                                    | \$10,000         |
| Construction and landscaping for<br>Walkway between buildings | \$15,000         |
| Parking lot improvements                                      | \$50,000         |
| Façade improvements                                           | \$20,000         |
| Design Costs                                                  | \$40,000         |
| Streetscape improvements                                      | <u>\$125,000</u> |
| <br>TOTAL                                                     | <br>\$440,000*   |

\*Includes \$400,000 for CDBG grant and \$40,000 for local match

The possibility may exist to sell the renovated building in the future, and start a revolving fund for additional building acquisition and improvement.

Another aspect of this grant is to request that the funding agencies encourage the Michigan Department of Transportation (MDOT) to approve the City and County grant request for the Enhancement Grant. This grant has been submitted to MDOT at least three times (most recently in March 2003). If approved, the grant will fund landscaping and bumpouts on Western Avenue between Third and Ninth Streets. It also includes improvements to the County's depot building. It only makes sense to combine the improvements outlined in the Enhancement Grant application, with those requested in the ParTNeR Program.

DATE: April 14, 2003

TO: Honorable Mayor and City Commissioners

FROM: Robert B. Grabinski, Director Inspection  
Services Dept.

Re: Concurrence with the Housing Board of Appeals  
Notice and Order to demolish. Dangerous building case #02-058-  
570 Catawba (Garage).

---

**SUMMARY OF REQUEST:** This is to request City Commission concurrence with the findings of the Housing Board of Appeals that the structure located at **570 Catawba (Garage)** is unsafe, substandard, a public nuisance and that it be demolished within thirty (30) days.

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

Case # & Project Address: 02-058 – 570 Catawba – Garage only

Location and ownership: This structure is located on Catawba between Maple and Chestnut. It is owned by Aristotle Stewart who lives there.

Staff Correspondence: This structure was written as a dangerous building 9/11/02. A Notice and Order to repair or remove was issued 9/26/02. Steve Sanders appeared at the HBA meeting 12/5/02 and stated he holds the land contract on the property and that he would repair the garage. There has been no contact from the owner since then.

Owner Contact: Attended the HBA meeting.

Financial Impact: The cost of demolition will be paid with CDBG funds.

Budget Action Required: None

SEV: \$1700

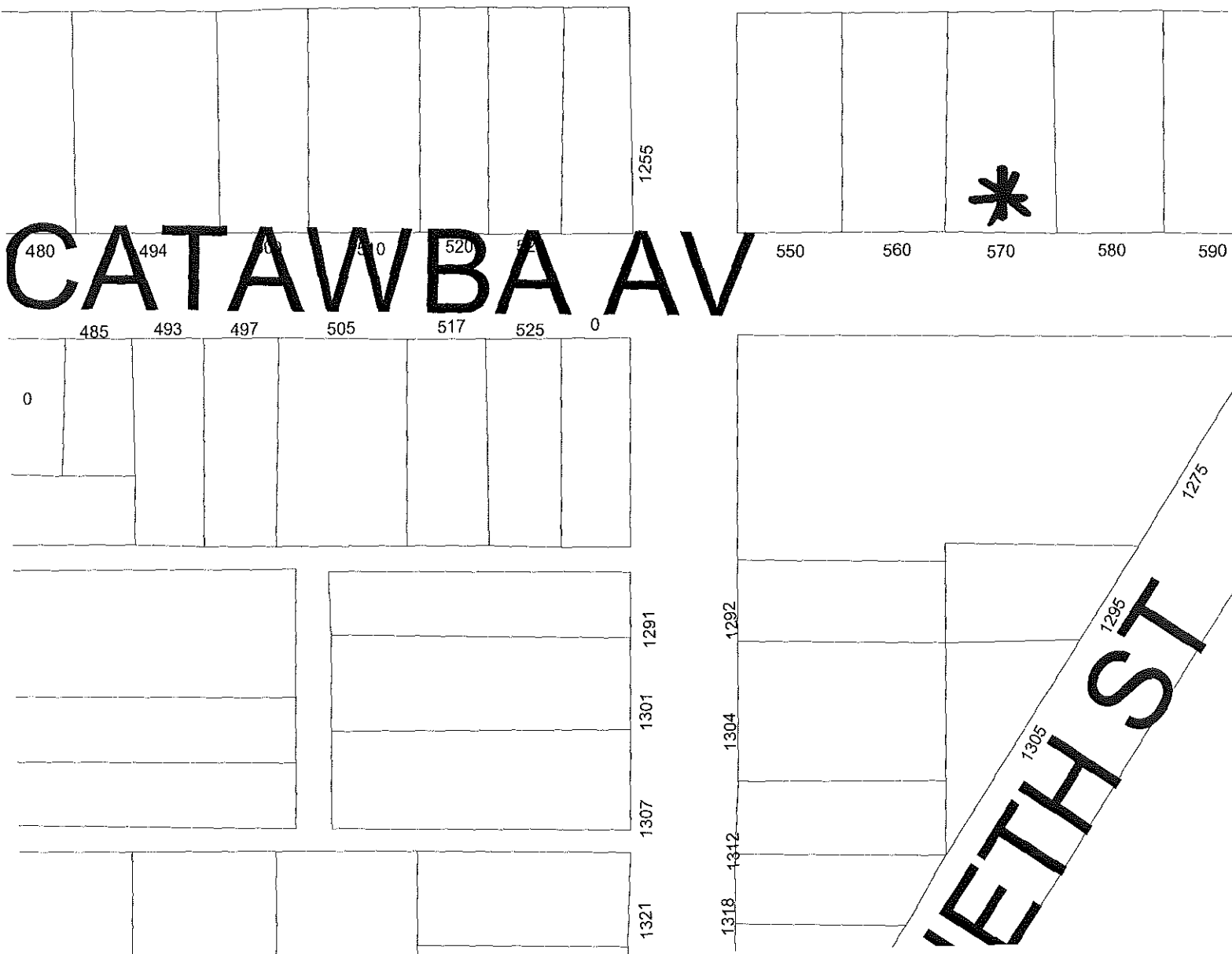
Estimated Cost of Repairs: \$2,500

**CITY COMMISSION RECOMMENDATION:** The Commission will consider this item at its meeting on Tuesday, April 22, 2003.

CLAUGHLIN AV



CATAWBA AV





570 Catawba

**CITY OF MUSKEGON  
DANGEROUS BUILDING INSPECTION REPORT**

*570 Catawba*  
(GARAGE)

*9/11/02*

Inspection noted:

1. Garage fire damaged. Repair.
2. Roof deteriorated - replace.
3. Footing and foundation inspection required.

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 Jaltinowski /lg*  
HENRY JALTINOWSKI, BUILDING INSPECTOR

*9-25-02*  
DATE

**CITY OF MUSKEGON**

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

DATE: September 26, 2002

Address of the Property: 570 Catawba (Garage), Muskegon, Michigan

TO: Aristotle Stewart, 570 Catawba, Muskegon, MI 49442  
[Name & Address of Owner]

None

Names & Addresses of Other Interested Parties]

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

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

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

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

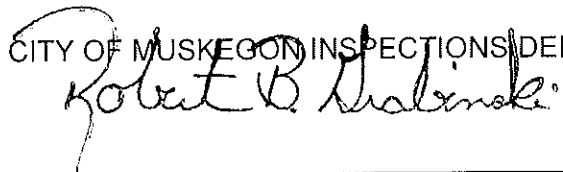
## FAILURE TO COMPLY

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

## SCHEDULE OF CONDITIONS

The following conditions are present at the structure at 570 Catawba (Garage), Muskegon, Michigan, and cause said structure to be a dangerous or substandard building and a public nuisance.

Please see the attached inspection report

CITY OF MUSKEGON INSPECTIONS DEPARTMENT  


Robert B. Grabinski, Director of Inspections

CITY OF MUSKEGON  
CITY OF MUSKEGON HOUSING BOARD OF APPEALS

NOTICE OF HEARING

Date: November 25, 2002

Address of the Property: 570 Catawba (Garage)

TO: Aristotle Stewart, 570 Catawba, Muskegon, MI 49442  
[Name & Address of Owner]

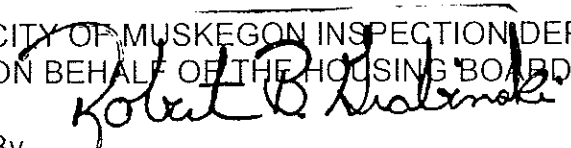
None  
[Names & Addresses of Other Interested Parties]

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

The reason for this hearing is that you have not complied with the Notice and Order to Repair issued 9/26/02.

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

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

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

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

Date: December 6, 2002

To: Aristotle Stewart, 570 Catawba, Muskegon, MI 49442  
Owners Name & Address

None

Names & Addresses of Other Interested Parties

**ORDER TO DEMOLISH STRUCTURE**

The Housing Board of Appeals, having received evidence at a scheduled and noticed meeting held on Thursday, December 5, 2002 does hereby order that the following structure(s) located at 570 Catawba (Garage), Muskegon, Michigan, shall be demolished for the reason that the said structure or structures are found, based upon the evidence before the Board of Appeals, to be dangerous, substandard and a public nuisance.

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

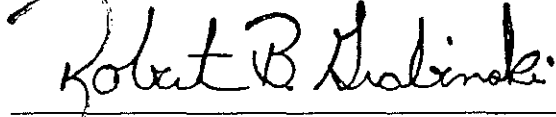
The director of inspections is ordered to place before the Muskegon City Commission this order and the record in this case to seek concurrence by the City Commission with the decision of this board, and further to give notice to the owner and interested parties of the date and time when this matter shall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

## NOTICE TO OWNER AND INTERESTED PARTIES

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

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

FOR THE HOUSING BOARD OF APPEALS:

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

---

Robert B. Grabinski, Director of Inspections

**NOTICE OF HEARING BEFORE THE CITY COMMISSION**

DATE: April 9, 2003

**570 Catawba (Garage only)**

(Address of Property)

TO: All owners and interested parties:

Aristotle Stewart, 570 Catawba, Muskegon, MI 49442

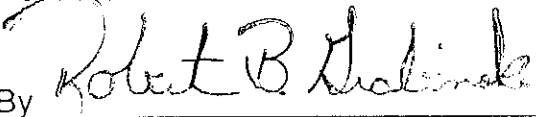
None

(Other interested parties)

On December 5, 2003 the Muskegon Housing Board of Appeals made a determination that the subject property is sub-standard, a public nuisance and a dangerous building under the City Code and ordered that it be repaired or demolished.

The City Commission will hold a hearing on **Tuesday, April 22, 2003** to consider the above decision of the Housing Board of Appeals. You may appear at this hearing at **5:30 p.m. on Tuesday, April 22, 2003**, at the Muskegon City Hall, 933 Terrace Street, Muskegon, Michigan, with counsel, if you desire, to present any relevant evidence and arguments concerning the decision to demolish the above structures.

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

By 

Robert B. Grabinski, Director of Inspections

**AFFIDAVIT OF SERVICE OR MAILING**

**DANGEROUS BUILDING NEW CASES:**

**#02-058 – 570 Catawba (Garage) – Aristotle Stewart, same address**

Steve Sanders was present to represent the property. He holds the land contract on the property. He stated he never received a notice on the garage. Mr. Grabinski read the certified mail receipts showing who signed for the mail. Mr. Sanders stated he will repair the garage.

Staff Recommendation: Declare this building substandard, a public nuisance, and dangerous building, but delay forwarding to city commission for their concurrence until March 2003 to allow Mr. Stewart time to repair the garage.

A motion was made by Randy Mackie and seconded by Jon Rolewicz to accept staff recommendation.

A roll call vote was taken:

**AYES:**

**NAYES:**

**EXCUSED:**

**ABSENT:**

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

Clara Shepherd

The motion carried.

**#02-057 – 560 Catawba – Lee Berghuis, same address**

Mr. Berghuis was present and stated he is in the process of repairing the roof. The front, east and west sides are done. He does not have the back of the house done, due to the weather. He has been in contact with the Inspection Department. He was in the office on October 25 and talked to Henry Faltinowski. Henry stated the work is done, but Mr. Berghuis needs to schedule an interior inspection and pull a permit for the roof repair.

Mr. Borgman stated part of the reason this case is on the dangerous building list is the length of time involved in the repair process. Mr. Berghuis stated he has health problems and has been in a VA hospital.

Mr. Grabinski stated because of the blight fight involved, this case was written as a dangerous building. He also stated because this home is owner occupied and the roof work is almost completed at this point he will not require an interior

DATE: April 14, 2003

TO: Honorable Mayor and City Commissioners

FROM: Robert B. Grabinski, Director Inspection  
Services Dept.

Re: Concurrence with the Housing Board of Appeals  
Notice and Order to demolish. Dangerous building case #02-059-  
453 Catherine.

---

**SUMMARY OF REQUEST:** This is to request City Commission concurrence with the findings of the Housing Board of Appeals that the structure located at **453 Catherine** is unsafe, substandard, a public nuisance and that it be demolished within thirty (30) days.

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

Case # & Project Address: 02-059 – 453 Catherine

Location and ownership: This structure is located on Catherine between Wood and Williams. It is owned by the State of Michigan.

Staff Correspondence: This structure was written as a dangerous building 9/11/02. A notice for an interior inspection was issued 10/10/02, but the interior was not conducted due to failure of the owner to appear. A Notice and Order to repair or remove was issued 11/25/02. The case was heard before the HBA 2/6/03 and the board declared the structure substandard and a dangerous building on that date.

Owner Contact: There has been no contact.

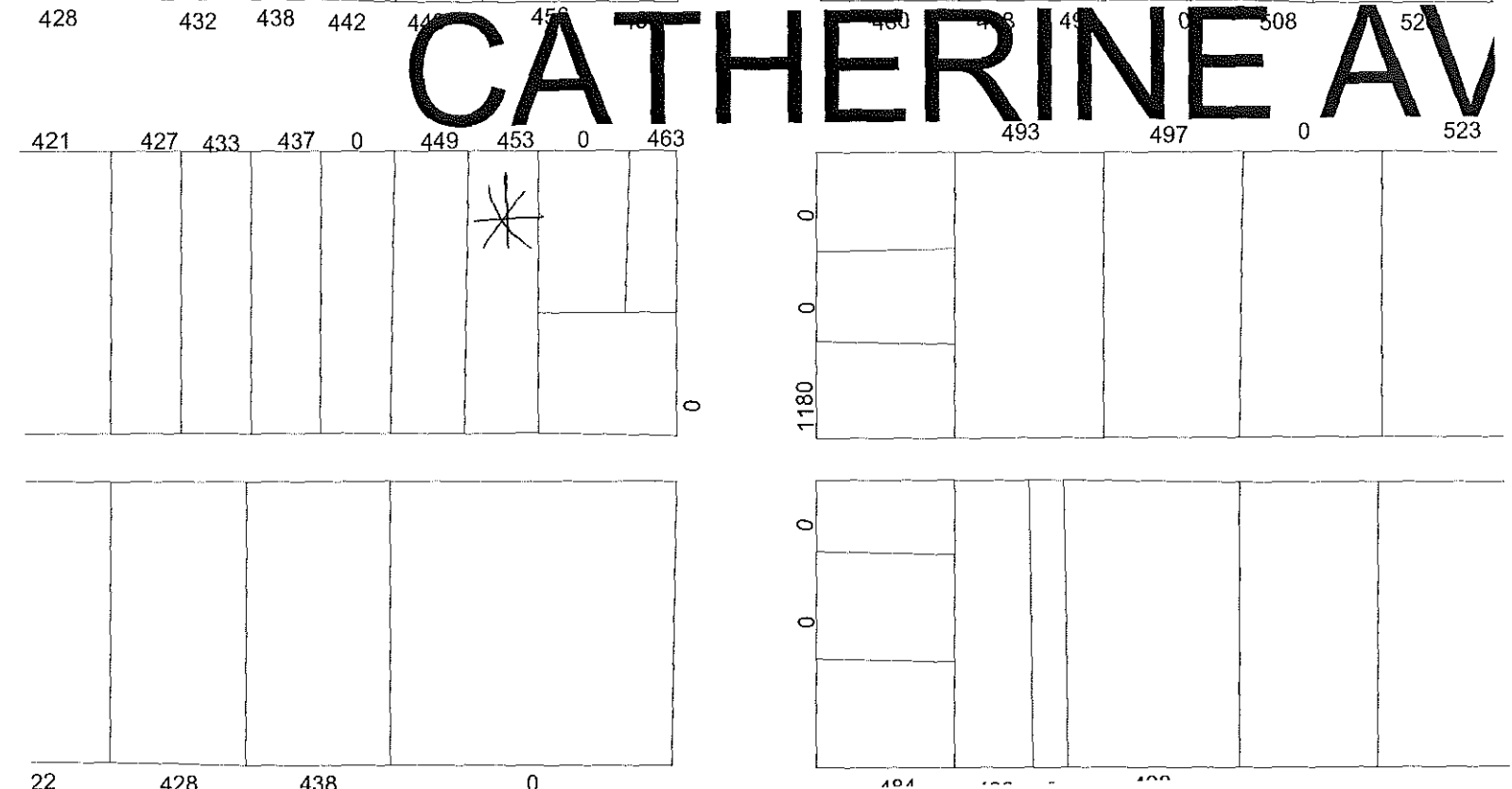
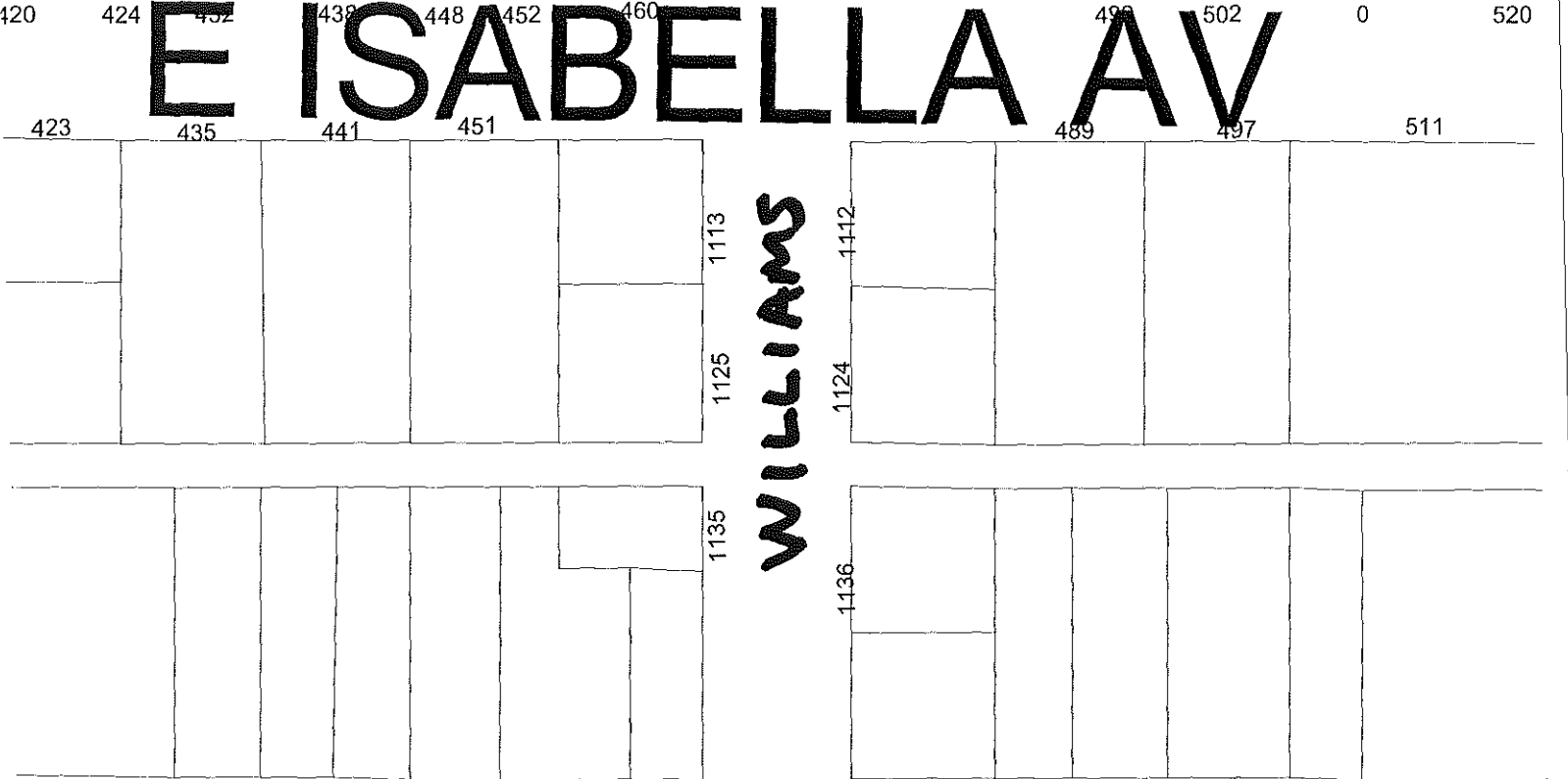
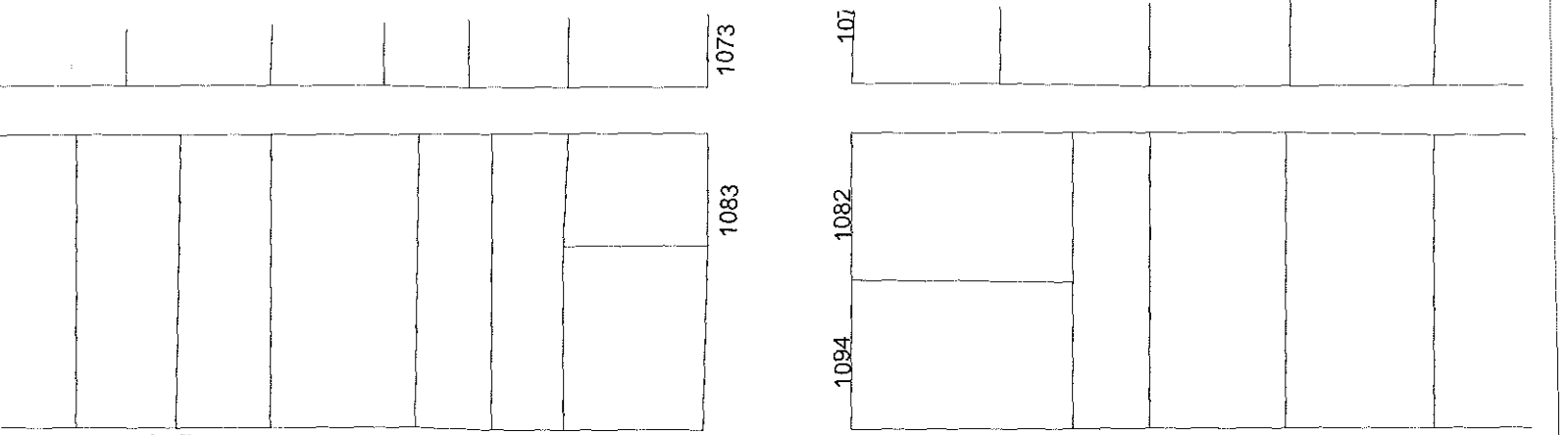
Financial Impact: The cost of demolition will be paid with CDBG funds.

Budget Action Required: None

SEV: \$7,300

Estimated Cost of Repairs: \$3,000 plus cost of interior repairs.

**CITY COMMISSION RECOMMENDATION:** The Commission will consider this item at it's meeting on Tuesday, April 22, 2003.





453 Catherine

For The Inspection Department  
City of Muskegon

File #: 422134

**FROM CITY ASSESSOR'S RECORDS**

OWNER: State of Michigan  
PROPERTY: 453 Catherine  
PARCEL NO: 24-205-079-0002-10  
DESCRIPTION: E ½ Lot 2 Blk 79

**FROM RECORDS OF TRANSNATION TITLE**

LIBER: 3087  
PAGE: 553  
DATE OF DEED: August 28, 2000  
GRANTOR NAME & ADDRESS: State of Michigan, 430 W. Allegan, Lansing,  
MI 48922  
GRANTEE NAME & ADDRESS: State of Michigan, Department of Natural  
Resources, Real Estate Division, P. O. Box 30448, Lansing, MI 48909-7946  
LIENS OR MORTGAGES: 2007/99; 2012/833; 2127/778  
TODAY'S DATE: September 24, 2002  
EFFECTIVE DATE: August 30, 2002 at 8:00 AM

Abstracted by:



TRANSNATION TITLE INSURANCE COMPANY

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

LIBER 3087 PAGE 553

STATE OF MICHIGAN  
COUNTY OF MUSKEGON  
RECEIVED FOR RECORD

27<sup>TH</sup> SEP 18 AM 9:43

*Mark Fairchild*  
REGISTER OF DEEDS

Michigan Department of Treasury, LPS  
465 (4-97) Formerly L-2349

**STATE TREASURER DEED**

Issued under authority of Section 211 67a, MCL

184882

This deed is exempt from Real Estate  
Transfer Tax and State Real Estate  
Transfer Tax under MCL sections 207.505  
(H) and 207.526 (H)(i) respectively

On this 2nd of May, 2000 the grantor, Mark A. Murray, State Treasurer, State of Michigan, 430 W. Allegan St., Lansing, Michigan 48922, by his authorized representative Thomas E. Willard, quit-claims the following described property to the State of Michigan, whose address is, Department of Natural Resources, Real Estate Division, P.O. Box 30448, Lansing, Michigan 48909-7948.

Title became absolute in the State of Michigan by court decree of the Circuit Court of the County named below and nonredemption from the 1999 tax sale within the statutory period. Under section 67a of P.A. 206 of 1893, as amended, the grantor, for and in consideration of the premises, conveys to the grantee, State of Michigan, the following:

MUSKEGON County, State of Michigan.

Township of Blue Lake SN186  
FRUITVALE  
Lots 1 to 48 incl Blk 22  
610423200100

Township of Blue Lake SN190  
FRUITVALE  
Lots 37 & 38 Blk 46  
610425603700

Township of Blue Lake SN195  
SUPERVISOR'S PLAT OF LAKEVIEW ADDITION TO FRUITVALE  
Lots 55 & 56 Blk 3  
610434305500

Continued on next page

Witnesses:

*Wendy Shuster*  
Wendy Shuster  
*Linda Olson*  
Linda Olson

MARK A. MURRAY, State Treasurer

By: *Thomas E. Willard*  
Thomas E. Willard

Drafted by Jan Rial  
Local Property Services Division  
Treasury Building  
Lansing, Michigan 48922

STATE OF MICHIGAN )  
                                  ) SS  
County of Ingham )

On this 28th day of August, 2000, the foregoing instrument was acknowledged before me by Thomas E. Willard, authorized representative of the State Treasurer.

My commission expires November 07, 2002

*Toni L. Falcon*  
Toni L. Falcon, Notary Public, Ingham County

950

**NOTICE OF HEARING BEFORE THE CITY COMMISSION**

DATE: April 9, 2003

**453 Catherine**

(Address of Property)

TO: All owners and interested parties:

State of Michigan, DNR Real Estate Division, P.O. Box 30448, Lansing, MI  
48909-7946

\_\_\_\_\_  
(Other interested parties)

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

The City Commission will hold a hearing on **Tuesday, April 22, 2003** to consider the above decision of the Housing Board of Appeals. You may appear at this hearing at 5:30 p.m. on **Tuesday, April 22, 2003**, at the Muskegon City Hall, 933 Terrace Street, Muskegon, Michigan, with counsel, if you desire, to present any relevant evidence and arguments concerning the decision to demolish the above structures.

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

By

  
Robert B. Grabinski, Director of Inspections

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

Date: February 7, 2003

To: State of Michigan, DNR Real Estate Division, P.O. Box 30448, Lansing,  
MI 48909-7946  
Owners Name & Address

None  
Names & Addresses of Other Interested Parties

**ORDER TO DEMOLISH STRUCTURE**

The Housing Board of Appeals, having received evidence at a scheduled and noticed meeting held on Thursday, February 6, 2003 does hereby order that the following structure(s) located at **453 Catherine,** Muskegon, Michigan, shall be demolished for the reason that the said structure or structures are found, based upon the evidence before the Board of Appeals, to be dangerous, substandard and a public nuisance.

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

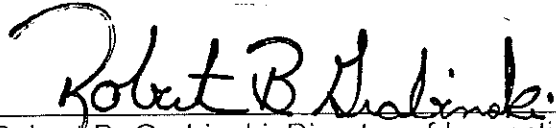
The director of inspections is ordered to place before the Muskegon City Commission this order and the record in this case to seek concurrence by the City Commission with the decision of this board, and further to give notice to the owner and interested parties of the date and time when this matter shall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

## NOTICE TO OWNER AND INTERESTED PARTIES

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

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

FOR THE HOUSING BOARD OF APPEALS:

  
Robert B. Grabinski, Director of Inspections

CITY OF MUSKEGON  
CITY OF MUSKEGON HOUSING BOARD OF APPEALS

NOTICE OF HEARING

Date: January 23, 2003

Address of the Property: 453 Catherine

TO: State of Michigan, DNR Real Estate Division, P.O. Box 30448, Lansing, MI  
48909-7946  
[Name & Address of Owner]

None  
[Names & Addresses of Other Interested Parties]

Please take notice that on Thursday, February 6, 2003, the City of Muskegon Housing Board of Appeals will hold a hearing at 933 Terrace, Muskegon, MI at 5:30 o'clock p.m., and at the said hearing consider whether or not the following structure should be determined to be dangerous, substandard and a nuisance, and demolished, or repaired.

The reason for this hearing is that you have not complied with the Notice and Order to repair or demolish.

At the hearing on Thursday, February 6, 2003, at 5:30 o'clock p.m., at the Muskegon City Hall, 933 Terrace Street, Muskegon, Michigan, you may appear and present any relevant evidence to the Housing Board of Appeals and have counsel of your choice present, if you desire, to show cause why the structure should not be allowed or ordered demolished.

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

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

CITY OF MUSKEGON

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

DATE: November 25, 2002

Address of the Property: 453 Catherine

TO: State of Michigan, DNR Real Estate Division, P.O. Box 30448, Lansing, MI 48909-7946

[Name & Address of Owner]

None

[Names & Addresses of Other Interested Parties]

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

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

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

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

## FAILURE TO COMPLY

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

## SCHEDULE OF CONDITIONS

The following conditions are present at the structure at 453 Catherine, Muskegon, Michigan, and cause said structure to be a dangerous or substandard building and a public nuisance.

Please see the attached inspection report

CITY OF MUSKEGON INSPECTIONS DEPARTMENT

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

Robert B. Grabinski, Director of Inspections

CITY OF MUSKEGON

NOTICE FOR INTERIOR INSPECTION

DATE: October 10, 2002

Address of Property: 453 Catherine

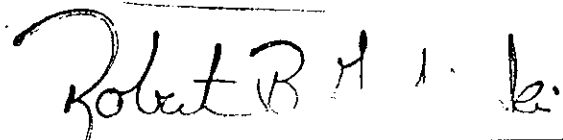
TO: State of Michigan, DNR, Real Estate Division, P.O. Box 30448, Lansing, MI  
48909-7946  
[Name & Address of Owner]

None  
(Interested Parties)

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

We intend to inspect the interior of the building(s). Please be present to allow an interior inspection of the above described properties on Tuesday, November 12, 2002 at 1:30 P.M. Failure to appear and allow the inspection will result in this office seeking a search warrant to conduct the inspection.

CITY OF MUSKEGON INSPECTION SERVICES



Robert B. Grabinski, Director of Inspections

**CITY OF MUSKEGON**  
**DANGEROUS BUILDING INSPECTION REPORT**

**453 Catherine**

*9/11/02*

Inspection noted:

1. An interior inspection is required by all trade inspectors (plumbing, mechanical, electrical and building) before any permits or certificates of occupancy will be issued.
2. Structure vacant and boarded over 180 days.
3. Windows broken out.
4. No utilities.
5. Porch roof deteriorated.

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.

Robert B. Grabinski  
ROBERT B. GRABINSKI, DIRECTOR OF INSPECTIONS

9-11-02  
DATE

**DANGEROUS BUILDING NEW CASES:**

**Case # 02-59 – 453 Catherine – State of MI**

No one was present to represent this case and there has been no contact from owner.

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

A motion was made by Randy Mackie and seconded by John Warner to accept staff recommendation.

A roll call vote was taken:

AYES:

NAYES:

EXCUSED:

ABSENT:

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

Nick Kroes

The motion carried.

**Case #02-08 – 4 W. Clay - David Holst, Byron Center, MI**

Mr. Holst was present for the meeting and stated that he did what he was told to do. The building is used for storage. Mr. Grabinski read the inspection report to clarify what needs to be completed. Mr. Holst stated he never received it and Mr. Grabinski stated the paperwork was also posted on the building.

Staff Recommendation: Declare this building substandard, a public nuisance, and dangerous building and forward to city commission for their concurrence. If Mr. Holst was to repair the structure, he has 30 days before the case can go to commission.

A motion was made by John Warner and seconded by Randy Mackie to accept staff recommendation.

A roll call vote was taken:

AYES:

NAYES:

EXCUSED:

ABSENT:

DATE: April 14, 2003

TO: Honorable Mayor and City Commissioners

FROM: Robert B. Grabinski, Director Inspection  
Services Dept.

Re: Concurrence with the Housing Board of Appeals  
Notice and Order to demolish. Dangerous building case #02-047-  
1119 Sophia.

---

**SUMMARY OF REQUEST:** This is to request City Commission concurrence with the findings of the Housing Board of Appeals that the structure located at **1119 Sophia** is unsafe, substandard, a public nuisance and that it be demolished within thirty (30) days.

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

Case # & Project Address: 02-047 – 1119 Sophia

Location and ownership: This structure is located on Sophia between Wood and Apple Ave. and is owned by Eugene Robar.

Staff Correspondence: This structure was written as a dangerous building 9/6/02. A notice for an interior inspection was issued 9/30/02. A Notice and Order to repair or remove was issued 1/25/02. The case was heard before the HBA 2/6/03 and the board declared the structure substandard and a dangerous building on that date.

Owner Contact: There has been no contact.

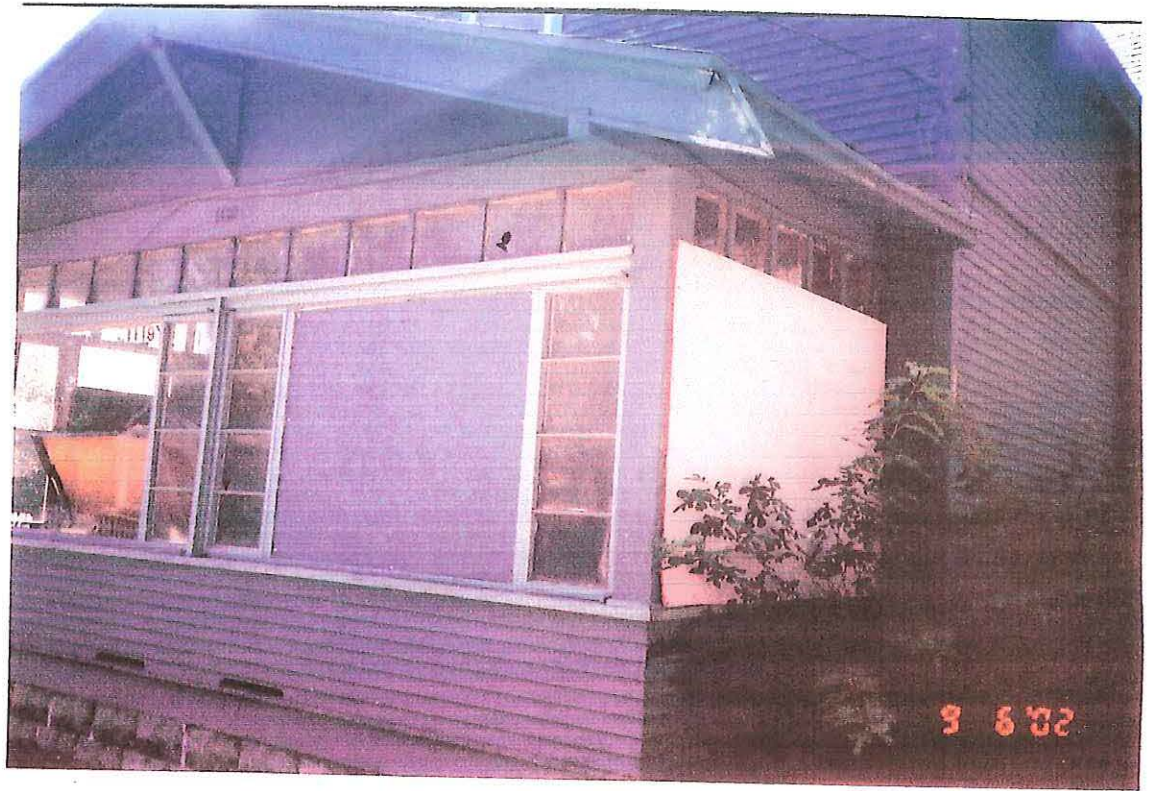
Financial Impact: The cost of demolition will be paid with CDBG funds.

Budget Action Required: None

SEV: \$15,900

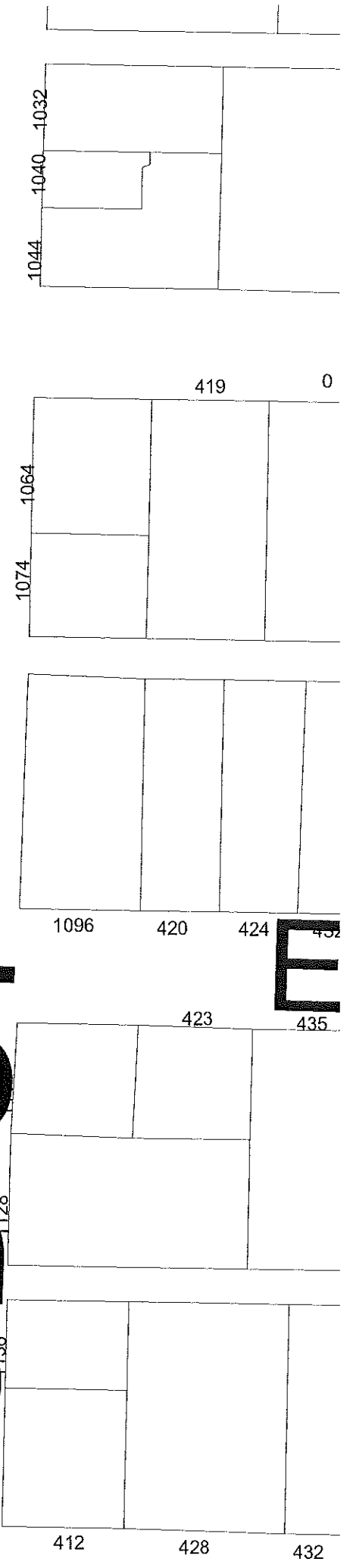
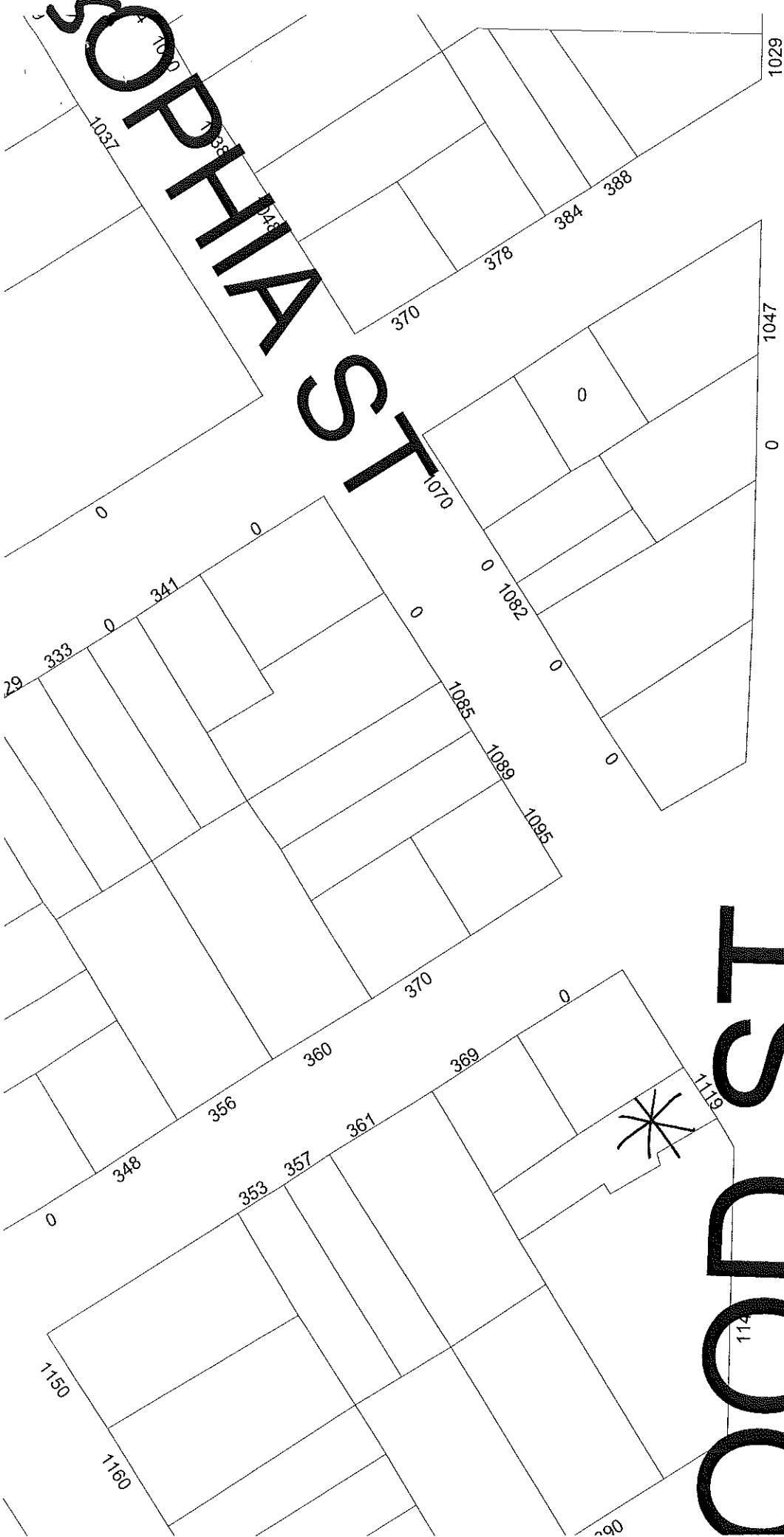
Estimated Cost of Repairs: \$30,000

**CITY COMMISSION RECOMMENDATION:** The Commission will consider this item at it's meeting on Tuesday, April 22, 2003.



1119 sophia





For The Inspection Department  
City of Muskegon

File #: 421880

**FROM CITY ASSESSOR'S RECORDS**

OWNER: Eugene Robar

PROPERTY: 1119 Sophia

PARCEL NO: 24-205-249-0009-00

DESCRIPTION: Part of Lot 9 as follows NELY 40.4 ft. of NWLY 34.6 ft. & SWLY 34.4 ft. of NELY 74.8 ft. of NWLY 38.6 ft. ex Sly 2.66 ft. of Wly 2.4 ft. thereof & Swly 57.34 ft. of Sely 30.2 ft. of Nwly 32.6 ft. of Lot 9 Blk 249

**FROM RECORDS OF TRANSNATION TITLE**

LIBER: 1074

PAGE: 99

DATE OF DEED: December 22, 1975

GRANTOR NAME & ADDRESS: Avis M. Bayer Howe, 4570 S. Broton Rd.,  
Fruitport, MI 49415

GRANTEE NAME & ADDRESS: Eugene G. Robar and Paul E. Robar, 1119  
Sophia Street, Muskegon, MI

LIENS OR MORTGAGES: 1602/909; 1602/922; 1761/559

TODAY'S DATE: September 13, 2002

EFFECTIVE DATE: August 22, 2002 at 8:00 AM

Abstracted by:

Judith G. Wanner  
TRANSNATION TITLE INSURANCE COMPANY

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

WARRANTY DEED  
STATUTORY FORM  
FOR INDIVIDUALS

Transamerica Title Insurance Co

KNOW ALL MEN BY THESE PRESENTS, That AVIS M. BAYER HOWE, survivor of herself & CONRAD BAYER, deceased, of 4570 S. Broton Rd., Fruitport, Michigan, 49415, do hereby convey and warrant to EUGENE G. ROBAR, a single man, & PAUL E. ROBAR, a married man, whose street number and postoffice address is 1119 Sophia Street, Muskegon, Michigan, the following described premises situated in the City of Muskegon County of and State of Michigan, to-wit:

The Northeasterly 40.4 feet of the Northwesterly 34.6 feet; also the Southwesterly 34.4 feet of the Northeasterly 74.8 feet of the Northwesterly 38.6 feet; and the Southwesterly 57.34 feet of the Northwesterly 32.6 feet of Lot 9 of Block 249, Revised Plat (of 1903) of the City of Muskegon.

CONRAD BAYER's death certificate recorder in Liber 811 on page 332.

together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining,

for the sum of \$6,000.00

One Dollar (\$1) for each other vested interest therein

subject to such taxes, liens and incumbrances as may have accrued thereon subsequent to July 24, 1967, through the acts or negligence of parties other than herself. Said date being the date of a certain land contract in fulfillment of which this deed is given.

Dated this 22nd day of December 19 75

Signed and Sealed

*Avis M. Bayer Howe*  
Avis M. Bayer Howe (L.S.)

Signed and Sealed in presence of

*Carol J. Springer*  
Carol J. Springer

*Marion A. Riley*  
Marion A. Riley

STATE OF MICHIGAN  
COUNTY OF MUSKEGON  
RECEIVED FOR RECORD

1975 JAN 14 PM 3 02 (L.S.)

*John L. Hanks*  
REGISTER OF DEEDS (L.S.)

FLORIDA

STATE OF MICHIGAN

COUNTY OF MUSKEGON

NOTARY PUBLIC

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Notary Public, State of Florida at Large  
My Commission Expires FEB. 24, 1978

*Anna E. Connelly*  
Notary Public, Pinellas County, Florida

County Treasurer's Certificate

Notary Public, State of Florida at Large  
My Commission Expires FEB. 24, 1978

Notary Public, State of Florida at Large  
My Commission Expires FEB. 24, 1978

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My Commission Expires FEB. 24, 1978

Notary Public, State of Florida at Large  
My Commission Expires FEB. 24, 1978

Recording Fee \$3.50  
U.S. Post Stamp 6.60

Drafted by: Muskegon Property Management  
Business address: 1260 Jefferson Street,  
Muskegon, Michigan

LIB 1074 PAGE 99

**NOTICE OF HEARING BEFORE THE CITY COMMISSION**

DATE: April 9, 2003

**1119 Sophia**

(Address of Property)

TO: All owners and interested parties:

Eugene Robar, 122 Meadow Hills #7, Fremont, MI 49412

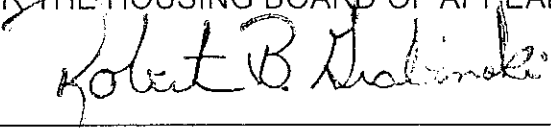
Michigan Treasury Collection Div. P.O. Box 30158, Lansing, MI 48909  
(Other interested parties)

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

The City Commission will hold a hearing on **Tuesday, April 22, 2003** to consider the above decision of the Housing Board of Appeals. You may appear at this hearing at 5:30 p.m. on Tuesday, April 22, 2003, at the Muskegon City Hall, 933 Terrace Street, Muskegon, Michigan, with counsel, if you desire, to present any relevant evidence and arguments concerning the decision to demolish the above structures.

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

By

  
Robert B. Grabinski, Director of Inspections

**AFFIDAVIT OF SERVICE OR MAILING**

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

Date: February 10, 2003

To: Eugene Robar, 122 Meadow Hills #7, Fremont, MI 49412  
Owners Name & Address

Michigan Treasury Collection Div, P.O. Box 30158, Lansing, MI 48909  
Names & Addresses of Other Interested Parties

**ORDER TO DEMOLISH STRUCTURE**

The Housing Board of Appeals, having received evidence at a scheduled and noticed meeting held on Thursday, February 6, 2003 does hereby order that the following structure(s) located at **1119 Sophia**, Muskegon, Michigan, shall be demolished for the reason that the said structure or structures are found, based upon the evidence before the Board of Appeals, to be dangerous, substandard and a public nuisance.

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

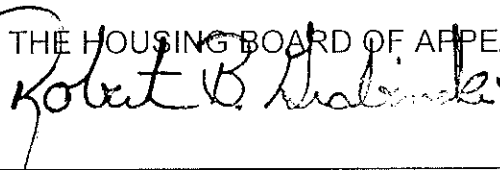
The director of inspections is ordered to place before the Muskegon City Commission this order and the record in this case to seek concurrence by the City Commission with the decision of this board, and further to give notice to the owner and interested parties of the date and time when this matter shall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

## NOTICE TO OWNER AND INTERESTED PARTIES

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

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

FOR THE HOUSING BOARD OF APPEALS:

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

---

Robert B. Grabinski, Director of Inspections

CITY OF MUSKEGON  
CITY OF MUSKEGON HOUSING BOARD OF APPEALS

NOTICE OF HEARING

Date: January 23, 2003

Address of the Property: 1119 Sophia

TO: Eugene Robar, 122 Meadow Hills #7, Fremont, MI 49412  
[Name & Address of Owner]

Michigan Treasury Collection Div. P.O. Box 30158, Lansing, MI 48909  
[Names & Addresses of Other Interested Parties]

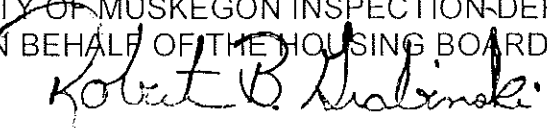
Please take notice that on Thursday, February 6, 2003, the City of Muskegon Housing Board of Appeals will hold a hearing at 933 Terrace, Muskegon, MI at 5:30 o'clock p.m., and at the said hearing consider whether or not the following structure should be determined to be dangerous, substandard and a nuisance, and demolished, or repaired.

The reason for this hearing is that you have not complied with the Notice and Order to repair or demolish issued 11/25/02.

At the hearing on Thursday, February 6, 2003, at 5:30 o'clock p.m., at the Muskegon City Hall, 933 Terrace Street, Muskegon, Michigan, you may appear and present any relevant evidence to the Housing Board of Appeals and have counsel of your choice present, if you desire, to show cause why the structure should not be allowed or ordered demolished.

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

By

  
Robert B. Grabinski, Director of Inspections

CITY OF MUSKEGON

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

DATE: November 25, 2002

Address of the Property: 1119 Sophia

TO: Eugene Robar, 122 Meadow Hills #7, Fremont, MI 49412  
[Name & Address of Owner]

Michigan Treasury Collection Div. P.O. Box 30158, Lansing, MI 48909  
Names & Addresses of Other Interested Parties]

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

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

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

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

## FAILURE TO COMPLY

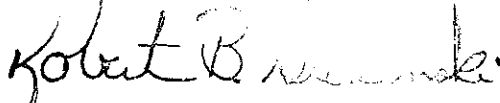
After 30 days from mailing this notice, if you have not complied with this notice, a hearing will be scheduled before the City of Muskegon Housing Board of Appeals for the purpose of enforcing this notice and order and instituting City action to remove the structure. You will receive notice of that hearing.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

## SCHEDULE OF CONDITIONS

The following conditions are present at the structure at 1119 Sophia, Muskegon, Michigan, and cause said structure to be a dangerous or substandard building and a public nuisance.

Please see the attached inspection report

CITY OF MUSKEGON INSPECTIONS DEPARTMENT

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

Robert B. Grabinski, Director of Inspections

**CITY OF MUSKEGON**  
**DANGEROUS BUILDING INSPECTION REPORT**  
**1119 Sophia**  
**(INTERIOR INSPECTION)**  
**10/30/02**

Inspection noted:

1. Service installed – no permit.
2. Building has knob and tube, and romex wiring.
3. Building has open splices.
4. All wiring to comply with 2000 MRC.
5. Plumbing needs to be replaced.
6. Heating system inoperable and needs to be replaced.
7. Foundation repair needed. Stabilize foundation walls, tuck point, repair all damaged flooring, joists, decking. Home is in need of structural repair.
8. Replace or repair numerous damage to interior ceiling and walls, flooring.
9. Stairs exterior and interior, structurally unsound. Upper stairway is in danger of collapse.
10. Repair or replace all damaged windows in home.
11. Egress windows are required in bedrooms, Section R310.
12. Smoke alarms to be installed per Sec.R317 MRC 2000.

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

Henry Faltinowski  
Henry Faltinowski, BUILDING INSPECTOR

10-30-02  
DATE

**CITY OF MUSKEGON**

**NOTICE FOR INTERIOR INSPECTION**

DATE: September 30, 2002

Address of Property: **1119 SOPHIA**

TO: Eugene Robar, 122 Meadow Hills #7, Fremont, MI 49412  
[Name & Address of Owner]

Sir Inc, 5234 Portage Rd. Portage, MI 49002  
(Interested Parties)

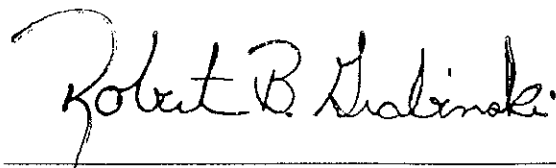
Green Tree Acceptance, 3835 28<sup>th</sup> ST SE, P.O. Box 888347, Grand Rapids,  
MI 49588-8347

Michigan Treasury Collection Division, P.O. Box 30158, Lansing, MI 48909

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

We intend to inspect the interior of the building(s). Please be present to allow an interior inspection of the above described properties on **Wednesday, October 30, 2002** at **2:00 P.M.** Failure to appear and allow the inspection will result in this office seeking a search warrant to conduct the inspection.

CITY OF MUSKEGON INSPECTION SERVICES



Robert B. Grabinski, Director of Inspections

**CITY OF MUSKEGON**  
**DANGEROUS BUILDING INSPECTION REPORT**

**1119 SOPHIA**

**9/6/02**

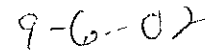
Inspection noted:

1. An interior inspection is required by all trade inspectors (plumbing, mechanical, electrical and building) before any permits or certificates of occupancy will be issued.
2. Structure vacant and boarded over 180 days.
3. Windows broken out and open.
4. Yard full of trash.
5. Rear of structure open to vermin.
6. Exterior not weather protected.

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.



ROBERT B. GRABINSKI, DIRECTOR OF INSPECTIONS



DATE

**Case #02-47 – 1119 Sophia – Eugene Robar, 122 Meadow Hills #7, Fremont, MI 49412**

No one was present to represent this case and there has been no contact from the owner.

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

A motion was made by Randy Mackie and seconded by John Warner to accept staff recommendation.

A roll call vote was taken:

AYES:

NAYES:

EXCUSED:

ABSENT:

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

Nick Kroes

The motion carried.

**Case #02-77 – 1447 Terrace (Garage) – Murray Vanderstelt, 1459 Terrace**

The owner was present to represent this case. He is waiting for good weather to repair the garage. He had a permit, but it expired 1/12/03. Mr. Grabinski stated he needs a new permit and the garage needs roof and some wall repair. Clara Shepherd stated the yard is full of debris and needs to be cleaned up. Officer Stier spoke to him about the junk cars in the yard also.

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

A motion was made by Randy Mackie and seconded by Jerry Bever to accept staff recommendation.

A roll call vote was taken:

AYES:

NAYES:

EXCUSED:

ABSENT:

DATE: April 14, 2003

TO: Honorable Mayor and City Commissioners

FROM: Robert B. Grabinski, Director Inspection  
Services Dept.

Re: Concurrence with the Housing Board of Appeals Notice and Order  
to demolish. Dangerous building case #03-01-784 Washington.

---

SUMMARY OF REQUEST: This is to request City Commission concurrence with the findings of the Housing Board of Appeals that the structure located at **784 Washington** is unsafe, substandard, a public nuisance and that it be demolished within thirty (30) days.

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

Case # & Project Address: 03-01 – 784 Washington.

Location and ownership: This structure is located on Washington between Beidler and Henry Street and was owned by Jeffrey Brandel who has filed bankruptcy.

Staff Correspondence: This structure was written as a dangerous building after the housing inspector had the fire marshal do an inspection because of dangerous conditions. A Notice and Order to repair or remove was issued 3/31/03. The case was heard before the HBA 2/6/03 and the board declared the structure substandard and a dangerous building on that date. The structure has had to be boarded by the city twice.

Owner Contact: There has been no contact.

Financial Impact: The cost of demolition will be paid with general funds.

Budget Action Required: None

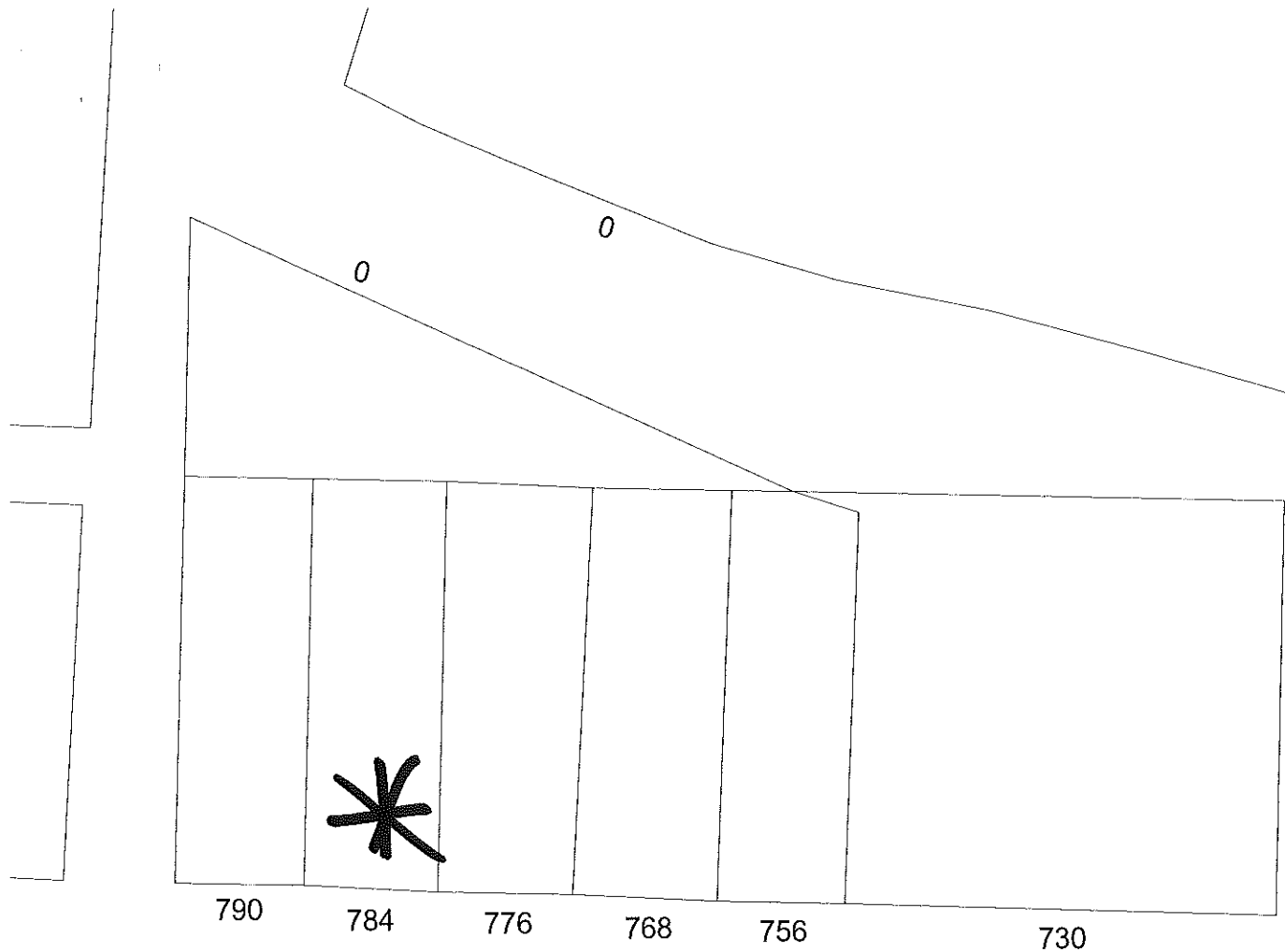
SEV: \$27,200

Estimated Cost of Repairs: \$30,000

CITY COMMISSION RECOMMENDATION: The Commission will consider this item at it's meeting on Tuesday, April 22, 2003.



784 Washington



BEIDLER



3

1447  
Henry St.



For The Inspection Department  
City of Muskegon

File #: 424400

**FROM CITY ASSESSOR'S RECORDS**

OWNER: Jeffrey Brandel  
PROPERTY: 784 Washington  
PARCEL NO: 24-205-342-0002-00  
DESCRIPTION: Blk 342 Lot 2

**FROM RECORDS OF TRANSNATION TITLE**

LIBER: 2007  
PAGE: 208  
DATE OF DEED: July 15, 1997  
GRANTOR NAME & ADDRESS: John M. Kowalski, a single man, 17076  
Lovell, Spring Lake, MI 49456  
GRANTEE NAME & ADDRESS: Jeffrey Brandel, a married man, 265 Church  
Road, Twin Lake, MI 49457  
LIENS OR MORTGAGES: 2295/459; 3276/458; 3276/460; 3276/462; 3417/388  
TODAY'S DATE: January 23, 2003  
EFFECTIVE DATE: December 23, 2003 at 8:00 AM

Abstracted by: Judy A. Tanner  
TRANSNATION TITLE INSURANCE COMPANY

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

STATE OF MICHIGAN  
COUNTY OF MUSKEGON

67 JUL 31 AM 12

*Leann M. Daily*

WARRANTY DEED



STATUTORY FORM FOR INDIVIDUALS

**This Indenture,**

Dated this day of:  
JULY 15, 1997

KNOW ALL MEN BY THESE PRESENTS THAT:

JOHN M. KOWALSKI, A SINGLE MAN  
18076 LOVELL  
SPRING LAKE, MI 49456

Convey(s) and Warrant(s) To:

JEFFREY BRANDEL, A MARRIED MAN  
265 CHURCH RD  
TWIN LAKE, MI 49457

for the sum of

REAL ESTATE TRANSFER VALUATION AFFIDAVIT FILED

the following described premises situated in

THE CITY OF MUSKEGON, COUNTY OF MUSKEGON AND STATE OF MICHIGAN TO WIT:

LOT 2, BLOCK 342, REVISED PLAT OF THE CITY OF MUSKEGON, AS RECORDED IN LIBER 3 OF  
PLATS ON PAGE 71.

P.P. #5170

SUBJECT TO EASEMENTS, RESERVATIONS, RESTRICTIONS AND LIMITATIONS OF RECORD, IF ANY.

*Leann M. Daily*

Witnesses:

Signed and Sealed

*Leann M. Daily*  
LEANN M. DAILY

*John M. Kowalski*  
JOHN M. KOWALSKI

*Mallie M. Simmons*  
MALLIE M. SIMMONS

STATE OF MICHIGAN COUNTY OF MUSKEGON

The foregoing instrument was acknowledged before me  
ON JULY 15, 1997 BY JOHN M. KOWALSKI, A SINGLE  
MAN

Muskegon, Mich: 7-30-97  
I hereby certify that there are no tax liens or other held by the  
state or any individual against the within description, and no  
taxes on same are due for the year preceding to the date of  
this instrument, as shown by the records in my office.  
*John A. Reardon*

PREPARED BY:

JOHN M. KOWALSKI  
18076 LOVELL  
SPRING LAKE, MI 49456

ASSISTED BY:

THE TITLE OFFICE, INC.  
493 WEST NORTON  
MUSKEGON, MICHIGAN 49441

*Leann M. Daily*  
Leann M. Daily  
NOTARY PUBLIC OCEANA COUNTY, MICHIGAN  
MY COMMISSION EXPIRES: 06/15/2001  
ACTING IN MUSKEGON  
WHEN RECORDED RETURN TO

NOTICE OF HEARING BEFORE THE CITY COMMISSION

DATE: April 9, 2003

784 Washington

(Address of Property)

TO: All owners and interested parties:

Jeffrey Brandel, 6451 Kedzi, Twin Lake, MI 49457

Altegra Credit Co. 150 Allegheny Center Mall, Pittsburgh, PA 15212-5356  
(Other interested parties)

Equicredit Corp. 10401 Deerwood Park Blvd, Jacksonville, FL 32256

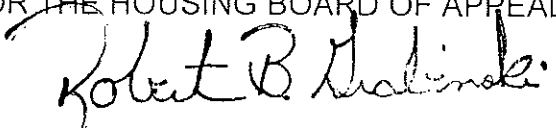
National City Bank, 3500 W. Broad St. Columbus, OH 43204

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

The City Commission will hold a hearing on Tuesday, April 22, 2003 to consider the above decision of the Housing Board of Appeals. You may appear at this hearing at 5:30 p.m. on Tuesday, April 22, 2003, at the Muskegon City Hall, 933 Terrace Street, Muskegon, Michigan, with counsel, if you desire, to present any relevant evidence and arguments concerning the decision to demolish the above structures.

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

By

  
Robert B. Grabinski, Director of Inspections

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

Date: March 7, 2003

To: Jeffrey Brandel, 6451 Kedzi, Twin Lake, MI 49457  
Owners Name & Address

Altegra Credit Co. 150 Allegheny Cener Mall, Pittsburgh, PA 15212-5356  
Names & Addresses of Other Interested Parties

3560 W. y  
National city Bank, 3180 E. Broad St. Columbus, OH 43209

Equicredit Corp. 10401 Deerwood Park Blvd. Jacksonville, FL 32256

**ORDER TO DEMOLISH STRUCTURE**

The Housing Board of Appeals, having received evidence at a scheduled and noticed meeting held on Thursday, March 6, 2003 does hereby order that the following structure(s) located at **784 Washington**, Muskegon, Michigan, shall be demolished for the reason that the said structure or structures are found, based upon the evidence before the Board of Appeals, to be dangerous, substandard and a public nuisance.

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

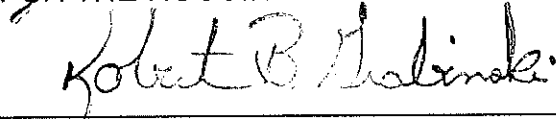
The director of inspections is ordered to place before the Muskegon City Commission this order and the record in this case to seek concurrence by the City Commission with the decision of this board, and further to give notice to the owner and interested parties of the date and time when this matter shall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

## NOTICE TO OWNER AND INTERESTED PARTIES

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

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

FOR THE HOUSING BOARD OF APPEALS:

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

Robert B. Grabinski, Director of Inspections

CITY OF MUSKEGON  
CITY OF MUSKEGON HOUSING BOARD OF APPEALS

NOTICE OF HEARING

Date: February 21, 2003

Address of the Property: 784 Washington

TO: Jeffrey Brandel, 265 Church, Twin Lake, MI 49457  
[Name & Address of Owner]

Altegra Credit Co. 150 Allegheny Center Mall, Pittsburgh, PA 15212-5356  
[Names & Addresses of Other Interested Parties]

National City Bank, 3180 E. Broad St. Columbus, OH 43209

Equicredit Corp. 10401 Deerwood Park Blvd. Jacksonville, FL 32256

Please take notice that on Thursday, March 6, 2003, the City of Muskegon Housing Board of Appeals will hold a hearing at 933 Terrace, Muskegon, MI at 5:30 o'clock p.m., and at the said hearing consider whether or not the following structure should be determined to be dangerous, substandard and a nuisance, and demolished, or repaired.

The reason for this hearing is that you have not complied with the Notice and Order to Repair or Demolish issued 1/31/03.

At the hearing on Thursday, March 6, 2003, at 5:30 o'clock p.m., at the Muskegon City Hall, 933 Terrace Street, Muskegon, Michigan, you may appear and present any relevant evidence to the Housing Board of Appeals and have counsel of your choice present, if you desire, to show cause why the structure should not be allowed or ordered demolished.

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

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

# Memo

**To:** PIONEER RESTORATION  
ATTN: DEB

**From:** Lorraine

**CC:** CDBG REIMBURSEMENT FILE

**Date:** April 11, 2003

**Re:** REQUEST FOR BOARD UP

---

PLEASE BOARD THE FOLLOWING PROPERTIES:

| ADDRESS        | LOCATION TO BOARD/SECURE                                          |
|----------------|-------------------------------------------------------------------|
| 784 Washington | Board all unsecured windows and doors (rear window missing-board) |

IF YOU HAVE ANY QUESTIONS PLEASE DON'T HESITATE TO CALL ME AT  
(231) 724-6715.

THANKS !

# Memo

**To:** PIONEER RESTORATION  
ATTN: DEB

**From:** Lorraine

**CC:**

**Date:** February 13, 2003

**Re:** REQUEST FOR BOARD UP

---

PLEASE BOARD THE FOLLOWING PROPERTIES:

| ADDRESS        | LOCATION TO BOARD/SECURE                                                        |
|----------------|---------------------------------------------------------------------------------|
| 784 Washington | Any broken windows and unsecured doors 1 <sup>st</sup> & 2 <sup>nd</sup> floors |

IF YOU HAVE ANY QUESTIONS PLEASE DON'T HESITATE TO CALL ME AT  
(231) 724-6757.

THANKS !

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

Assessor  
231/724-6708  
FAX/726-5181

Cemetery  
231/724-6783  
FAX/726-5617

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

Clerk  
231/724-6705  
FAX/724-4178

Comm. & Neigh.  
Services  
231/724-6717  
FAX/726-2501

Engineering  
231/724-6707  
FAX/727-6904

Finance  
231/724-6713  
FAX/724-6768

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

Income Tax  
231/724-6770  
FAX/724-6768

Info. Systems  
231/724-6744  
FAX/722-4301

Leisure Service  
231/724-6704  
FAX/724-1196

Manager's Office  
231/724-6724  
FAX/722-1214

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

Inspection Services  
231/724-6715  
FAX/726-2501

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

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

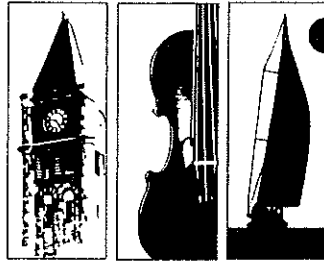
Public Works  
231/724-4100  
FAX/722-4188

Treasurer  
231/724-6720  
FAX/724-6768

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

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

# MUSKEGON



West Michigan's Shoreline City

February 4, 2003

Jeffrey Brandel  
265 Church Rd.  
Twin Lake, MI 49457

Dear Property Owner:

Subject: Board-up: 784 Washington, Muskegon MI

The structure owned by you at the subject address has recently been found to be dangerous because it is unsecured. Unsecured structures are not only an invitation to children, but also to vagrants, vandals, and others who would use them for illegal purposes.

To combat this, City building regulations require that windows, doors, or other openings on vacant structures be kept intact and securely locked or neatly boarded up in order to prevent entrance by unauthorized persons. Please board up/secure all doors and first floor windows of all structures. **Boarding must be done with exterior grade plywood at least ½ inch thick which is painted to blend with the colors of the building so as to be as inconspicuous as possible.**

Please note, however, that under City ordinance a property may not remain boarded up for longer than 180 consecutive days. As a dangerous building, your structure(s) must be secured within ten (10) days of the date of this notice. If the building is not secured within this time frame, the City of Muskegon will take action to have it secured and the cost assessed against the property.

Any unpaid invoices could be sent to a collection agency and may affect your credit rating if not paid.

If you have any questions concerning this matter, p  
231-724-6715.

Sincerely,

*Robert B. Halinski*  
Robert B. Halinski  
Director Inspections Dept.

| US Postal Service                                                   |    |
|---------------------------------------------------------------------|----|
| CERTIFIED MAIL RECEIPT                                              |    |
| (Domestic Mail Only, No Insurance Coverage Provided)                |    |
| B/u 784 Washington                                                  |    |
| Postage                                                             | \$ |
| Certified Fee                                                       |    |
| Return Receipt Fee<br>(Endorsement Required)                        |    |
| Restricted Delivery Fee<br>(Endorsement Required)                   |    |
| Total Postage & Fees                                                | \$ |
| Postmark Here                                                       |    |
| Recipient's Name (Please Print Clearly) (To be completed by mailer) |    |
| J. Brandel                                                          |    |
| Street, Apt. No., or P.O. Box No.                                   |    |
| City, State, ZIP+4                                                  |    |
| 231-724-6700 February 7, 2003 See Reverse for Instructions          |    |

CITY OF MUSKEGON

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

DATE: January 31, 2003

Address of the Property: 784 Washington

TO: Jeffrey Brandel, 265 Church Rd, Twin Lake, MI 49457  
[Name & Address of Owner]

Altegra Credit Co. 150 Allegheny Center Mall, Pittsburgh, PA 15212-5356  
(Interested Parties)

National City Bank, 3180 E. Broad St. Columbus, OH 43209

Equicredit Corporation, 10401 Deerwood Park Blvd, Jacksonville, FL 32256

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

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

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

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

## FAILURE TO COMPLY

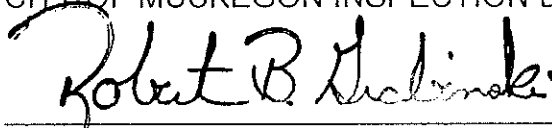
After 30 days from mailing this notice, if you have not complied with this notice, a hearing will be scheduled before the City of Muskegon Housing Board of Appeals for the purpose of enforcing this notice and order and instituting City action to remove the structure. You will receive notice of that hearing.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

## SCHEDULE OF CONDITIONS

The following conditions are present at the structure at 784 Washington, Muskegon, Michigan, and cause said structure to be a dangerous or substandard building and a public nuisance.

Please see the attached inspection report

CITY OF MUSKEGON INSPECTION DEPARTMENT

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

Robert B. Grabinski, Director of Inspections

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/724-4055

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  
616/724-6706  
FAX/722-4301

Leisure Service  
616/724-6704  
FAX/724-1196

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

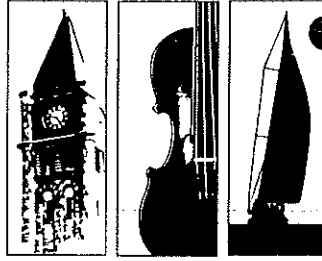
Public Works  
616/724-4100  
FAX/722-4188

Treasurer  
616/724-6720  
FAX/724-6768

Water Billing Dept.  
616/724-6718  
FAX/724-6768

Water Filtration  
616/724-4106  
FAX/755-5290

# MUSKEGON



West Michigan's Shoreline City

*Roy*

January 16, 2003

Occupants of 784 Washington

Re: Fire and Life Safety Violations

Dear Occupants:

On 1/15/03 at 11:15 AM, fire and building inspections were conducted at 784 Washington. The structure is a 2-story apartment house with four apartments, two on the first floor and two on the second floor. During the course of the inspection several fire and life safety violations were found and noted by the Fire Marshal and Housing Inspector. Due to the severity of the fire hazards, the Muskegon Fire Department Fire Prevention Bureau and City of Muskegon Inspection Services Department are classifying this building as an unsafe structure and not suitable for living. The following fire and life safety issues were found:

1. Electrical hazards.
2. No working smoke detectors.
3. Improper heating practices (unsafe).
4. Structure integrity problems.
5. No fire extinguishers.
6. Ceiling penetrations.
7. No fire safety evacuation plan.
8. Unsafe furnace.
9. Poor housekeeping habits.
10. Leaking water pipes.

These items are violations International Fire Code sections below:

**110.1 General.** If during the inspection of a premises, a building or structure or any building system, in whole or in part, constitutes a clear and inimical threat to human life, safety or health, the code official shall issue such notice or orders to remove or remedy the conditions as shall be deemed necessary in accordance with this section and shall refer the building to the building department for any repairs, alterations, remodeling, removing or demolition required.

**110.1.1 Unsafe conditions.** Structures or existing equipment that are or hereafter become unsafe or deficient because of inadequate means of egress or which constitute a fire hazard, or are otherwise dangerous to human life or the public welfare, or which involve illegal or improper occupancy or inadequate maintenance, shall be deemed an unsafe condition. A vacant structure which is not secured against unauthorized entry as required by Section 311 shall be deemed unsafe.

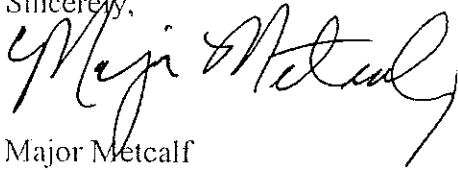
**110.1.2 Structural hazards.** When an apparent structural hazard is caused by the faulty installation, operation or malfunction of any of the items or devices governed by this code, the code official shall immediately notify the building code official in accordance with Section 110.1.

**110.2 Evacuation.** The code official or the fire department official in charge of an incident shall be authorized to order the immediate evacuation of any occupied building deemed unsafe when such building has hazardous conditions that present imminent danger to building occupants. Persons so notified shall immediately leave the structure or premises and shall not enter or re-enter until authorized to do so by the code official or the fire department official in charge of the incident.

**110.3 Summary abatement.** Where conditions exist that are deemed hazardous to life and property, the code official or fire department official in charge of the incident is authorized to abate summarily such hazardous conditions that are in violation of this code.

Due to this dangerous situation, all occupants shall remove themselves from 784 Washington immediately as of 1/17/03. Failure to do so will result in fines, or arrest. This order is being enforced per the City of Muskegon Fire Marshal.

Sincerely,



Major Metcalf  
Fire Marshal

c: Bryon Mazade, City Manager  
John Schrier, City Attorney  
Patrick Simpson, Fire Chief  
Robert Grabinski, Director of Inspections  
Roxi Wever, Housing Inspector  
Family Independence Agency  
Protective Services

WEST MICHIGAN BANKRUPTCY CLINIC, P.C.

880 FIRST STREET, STE. 307

P.O. BOX 1225

MUSKEGON, MICHIGAN 49443

JANET S. THOMAS

L. CREIGHTON REDDY (OF COUNSEL)

TELEPHONE: (231) 726-4823

FAX: (231) 728-3805

January 9, 2003

Ms. Roxi Wever  
City of Muskegon  
P.O.Box 536  
Muskegon, Michigan 49443-0536

Re: JEFFREY A. BRANDEL and MARY C. BRANDEL  
Bankruptcy Court File No. HG02-11601

*784 Washington*

Dear Ms. Wever:

Please be informed that my client in the above-noted matter filed a Chapter 7 Bankruptcy in the Western District on October 17, 2002. You were included as a pre-petition creditor in the above-noted matter and all of thier rental properties have been surrendered back to the lenders.

Enclosed please find a copy of the Order and Notice of Stay that was filed with the United States Bankruptcy Court and I would request at this time that you have no further contact with my client in any form or nature.

Thank you for your attention to this matter.

Very truly yours,

  
Janet S. Thomas

JST/ef

Enclosure(s)

**UNITED STATES BANKRUPTCY COURT**

Western District of Michigan  
P.O. Box 3310  
Grand Rapids, Michigan 49501

In re: Jeffrey A. Brandel  
Social Security No: 383-64-4866  
6451 Kedzie  
Twin Lake, MI 49457

Mary C. Brandel  
Social Security No: 374-90-6705

Case No. 02 - 11601 jrh

Chapter 7

Debtor(s)

**ORDER AND NOTICE OF STAY**

ALL CREDITORS and interested persons are hereby notified that the above noted debtor(s) has filed a petition for relief under Chapter 7 of the Bankruptcy Code and is entitled to the protection of the Automatic Stay provisions of Section 362.

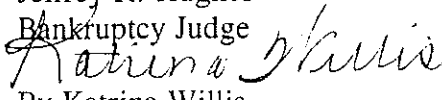
IT IS ORDERED that, pursuant to Section 362 of the Bankruptcy Code, from the time and date of the filing of this case, all persons, their agents, employees and attorneys are hereby stayed and restrained from commencing or continuing any suits, and from levying any attachments, garnishments or other executions upon earnings or wages, and from repossessing property (or selling property repossessed) in the possession or under the control of the Debtor or in which the Debtor has any interest; and all such persons are further stayed and restrained from molesting, harassing or disturbing the Debtor or his employer or other persons on account of any debt or claim, or with respect to any property which the debtor has submitted to the exclusive jurisdiction of this Court, unless and until permission and leave of the Court be first obtained.

This order does not in any way modify the provisions of 11 USC 362. You should consult this statute to determine applicable exceptions.

A copy of this order will be returned to the Debtor for service on appropriate creditors and interested parties. The Debtor shall file a proof of service listing all persons served with this order.

Case Filed: 10/17/02

Jeffrey R. Hughes  
Bankruptcy Judge

  
By Katrina Willis  
Deputy Clerk

Parties Served: Debtor(s)/Attorney for Debtor(s)

CC: File



Roxi Weaver  
Housing Inspector

City of Muskegon  
935 Terrace Street  
P.O. Box 536  
Muskegon, MI 49443-0536

(231) 724-6749  
Fax (231) 728-4371

January 7, 2003

BRANDEL JEFFREY  
6451 KEDZIE RD  
TWIN LAKE, MI 49457

Dear Property Owner:

In an effort to encourage regular and proper maintenance of non-owner occupied housing in Muskegon, the City requires that all non-owner occupied dwellings have a valid Certificate of Compliance in order to be legally occupied. The Certificate is issued when a non-owner occupied property complies with the maintenance standards set forth in the Housing Code (Chapter 4, Article V of the City Code).

Our records indicate that the Certificate of Compliance for the following non-owner occupied dwelling owned by you has either expired or one has not been issued.

784 WASHINGTON (ALL 4 APTS)

As a result, this is to notify you that I will be making an inspection of this property at the following time:

wednesday 01/15/03 at 11:15 A.M.

In order to make the inspection, I must have access to every portion of the building, as well as the basement. It is your responsibility to make arrangements to have someone, tenant or representative, at the property so that entry may be gained throughout.

Please note that there will be a \$75.00 base charge for the inspection plus \$15.00 per unit after the first one. If we are unable to gain entry to the entire property, there will be a \$60.00 charge and a new inspection date will be set within two weeks. Additional charges will be made for each reinspection required if violations are found.

If this inspection time is not convenient, please contact me at least three work days in advance to reschedule the inspection and avoid the non-entry fee. In addition, should you have any questions, I can be reached at (231) 724-6715.

Sincerely,

Housing Inspector  
City of Muskegon, Inspection Services

~~Staff Recommendation: Table this case 120 days to allow the sale to be completed and an interior inspection to be conducted.~~

~~A motion was made by Randy Mackie and seconded by John Warner to accept staff recommendation.~~

~~A roll call vote was taken:~~

~~AYES:~~

~~NAYES:~~

~~EXCUSED:~~

~~ABSENT:~~

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

~~Clara Shepherd~~

~~The motion carried.~~

**Case #03-01 – 784 Washington – Jeffrey Brandel, 6451 Kedzie, Twin Lake**

Mr. Brandel was not present to represent this property. He has filed bankruptcy and not been back to the structure at all. Squatters were living in the house, but it was shut down and boarded due to carbon monoxide and gas leaks.

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

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

A roll call vote was taken:

AYES:

NAYES:

EXCUSED:

ABSENT:

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

Clara Shepherd

The motion carried.

DATE: April 14, 2003

TO: Honorable Mayor and City Commissioners

FROM: Robert B. Grabinski, Director Inspection  
Services Dept.

Re: Concurrence with the Housing Board of Appeals  
Notice and Order to demolish. Dangerous building case #02-044-  
489 E. Isabella.

---

**SUMMARY OF REQUEST:** This is to request City Commission concurrence with the findings of the Housing Board of Appeals that the structure located at **489 E. Isabella** is unsafe, substandard, a public nuisance and that it be demolished within thirty (30) days.

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

Case # & Project Address: 02-044 – 489 E. Isabella

Location and ownership: This structure is located on Catherine between Williams and Chestnut. It is owned by U.S. Bancorp in Ohio.

Staff Correspondence: This structure was written as a dangerous building 9/6/02. A notice for an interior inspection was issued 9/30/02, but the interior was not conducted due to failure of the owner to appear. A Notice and Order to repair or remove was issued 11/25/02. The case was heard before the HBA 2/6/03 and the board declared the structure substandard and a dangerous building on that date. A contact from the bank rescheduled the interior inspection, which was conducted 4/4/03. A notice for City Commission hearing was issued 4/9/03 along with a letter explaining what needs to be done to save the house.

Owner Contact: The bank has been in contact since March 2003.

Financial Impact: The cost of demolition will be paid with CDBG funds.

Budget Action Required: None

SEV: \$14,700

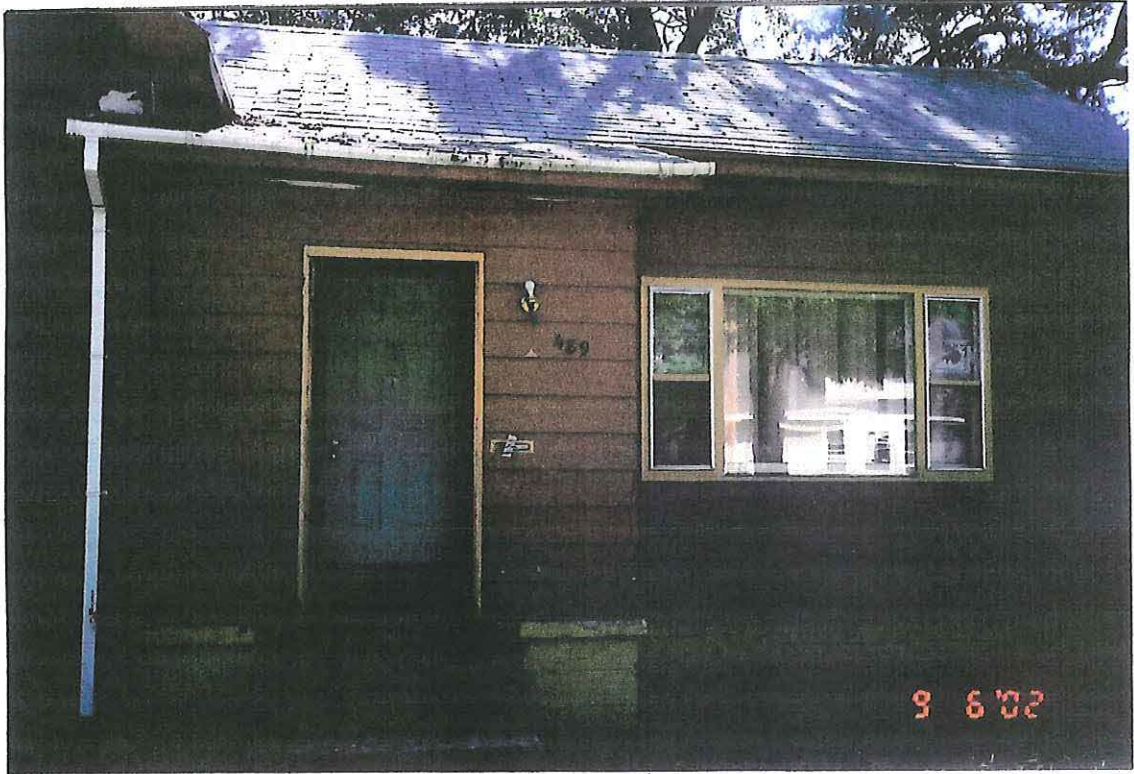
Estimated Cost of Repairs: \$30,000

**CITY COMMISSION RECOMMENDATION:** The Commission will consider this item at it's meeting on Tuesday, April 22, 2003.

# E ISABELLA AV

# CATHERINE AV





489 E. Isabella

For The Inspection Department  
City of Muskegon

File #: 421877

**FROM CITY ASSESSOR'S RECORDS**

OWNER: Firststar Bank  
PROPERTY: 489 E. Isabella  
PARCEL NO: 24-205-077-0006-00  
DESCRIPTION: Lot 6 Blk 77

*US Bank Corp*  
*Kew Gift*

**FROM RECORDS OF TRANSNATION TITLE**

LIBER: 3267  
PAGE: 851  
DATE OF DEED: September 7, 2001  
GRANTOR NAME & ADDRESS: James C. Duram, a deputy sheriff in and for  
Muskegon County, MI  
GRANTEE NAME & ADDRESS: Firststar Bank, N.A., P. O. Box 1038 ML  
1295, Cincinnati, OH 45201  
LIENS OR MORTGAGES: None  
TODAY'S DATE: September 12, 2002  
EFFECTIVE DATE: August 22, 2002 at 8:00 AM

Abstracted by:

*Judy A. Jenner*

TRANSNATION TITLE INSURANCE COMPANY

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

29.70

LIBER 32 PAGE 851

STATE OF MICHIGAN  
COUNTY OF MUSKEGON  
RECEIVED FOR

2001 SEP 14 PM 12:11

*James C. Duram*  
DEPUTY SHERIFF

LOAN#2989285107

**SHERIFF'S DEED ON MORTGAGE FORECLOSURE**

THIS INDENTURE made the 7th day of September, 2001 between James C. Duram a deputy sheriff in and for Muskegon County, Michigan, party of the first part, and FIRSTAR BANK, N.A., P.O. Box 1038 ML 1295 Cincinnati, OH, 45201, party of the second part (hereinafter called the grantee).

Witnesseth, that whereas, Hazel Roberson whose address is 489 East Isabella, Muskegon, MI 49442 made a certain mortgage to Firstar Bank, N.A. (hereinafter called "Mortgagee"), which was duly recorded in the office of the Register of Deeds of Muskegon County in Liber 2285, Page 387, Muskegon County Records, and

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

WHEREAS, no suit or proceeding at law or in equity has been instituted to recover the debt secured by the mortgage or any part thereof; and

WHEREAS, by virtue of the power of sale, and pursuant to the statutes of the State of Michigan in such case made and provided, a notice was duly published and a copy thereof was duly posted in a conspicuous place upon the premises described in the mortgage that the premises, or some part of them, would be sold on the 7th day of September, 2001, at the Pine Street entrance to the Muskegon County Court Bldg. in Muskegon, that being the place of holding the Circuit Court for Muskegon County wherein the premises are located; and

WHEREAS, pursuant to said notice I did, at 11:00 a.m., local time, on the date stated above, expose for sale at public venue the said lands and tenements described below, and on such sale did strike off and sell the said lands and tenements to the grantee for the sum of Twenty-Seven Thousand & 0/100 Dollars (27,000.00), that being the highest bid therefore and the grantee being the highest bidder; and

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

Lot 6, Block 77 of the revised plat of 1903, of the city of Muskegon, as recorded in Liber 3, Page 71 Muskegon County Records Tax# 61-24-205-077-0006-00  
More commonly known as 489 East Isabella.

Now, this indenture witnesseth, that I, the Deputy Sheriff aforesaid, by virtue of and pursuant to the statute in such case made and provided, and in consideration of the sum of money so paid as aforesaid, have granted, conveyed, bargained and sold, and by this deed do grant, convey, bargain, and sell unto the grantee, its successors and assigns, FOREVER, all the estate, right, title, and interest which the said Mortgagee(s) had in said land and tenements and every part thereof, on 13th day of August, 1999, that being the date of said mortgage, or any time thereafter, to have and to hold the said lands and tenements and every part thereof to the said grantee, its successors and assigns forever, to their sole and only use, benefit and behoove forever, as fully and absolutely as I, the Deputy Sheriff aforesaid, under the authority aforesaid, might, could, or ought to sell the same.

In witness whereof I have set my hand and seal.

Signed, Sealed, and Delivered in the presence of:

*James C. Duram*  
James C. Duram Deputy Sheriff  
Muskegon County, Michigan

*E. Loreen Flory*  
E. Loreen Flory  
State of Michigan - Barbara R. Duram  
County of Muskegon

This Sheriff's Deed on Mortgage Sale was acknowledged before me this 7th day of September, 2001, by James C. Duram, Deputy Sheriff for Muskegon County, Michigan.

*E. Loreen Flory*  
Notary Public

Muskegon County, Michigan  
My commission expires:

**E. LOREEN FLORY**  
Notary Public, Muskegon County, Michigan  
My Commission Expires 09/03/2006



MICHIGAN REAL ESTATE TRANSFER TAX  
DEPT OF TREASURY  
MUSKEGON COUNTY, MI  
187502 14 SEP 20 11  
00177101

29.70

29.70 C  
.00 S

**CITY OF MUSKEGON**  
**DANGEROUS BUILDING INSPECTION REPORT**

**489 E. Isabella**

**9/6/02**

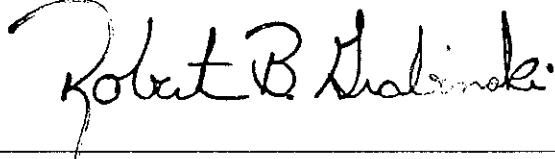
Inspection noted:

1. Front steps deteriorated.
2. Front entry door missing.
3. Foundation failing.
4. Windows broken.
5. No utilities.
6. Soffitt and fascia needs repair.
7. Entry door to cellar broken.
8. Siding deteriorated.
9. Interior inspection is required by all trade inspectors (plumbing, mechanical, electrical).

GARAGE

1. Roof deteriorated.
2. Needs exterior weather protection.
3. No door.
4. No foundation.
5. Structural lean.
6. Windows broken.

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



ROBERT B. GRABINSKI, DIRECTOR OF INSPECTIONS

9-6-02  
DATE

CITY OF MUSKEGON

NOTICE FOR INTERIOR INSPECTION

DATE: September 30, 2002

Address of Property: 489 E. Isabella

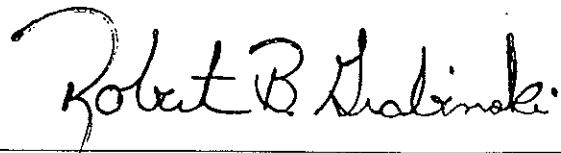
TO: Firststar Bank, P.O. Bopx 1038 ML 1295, Cincinnati, OH 45201  
[Name & Address of Owner]

None  
(Interested Parties)

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

We intend to inspect the interior of the building(s). Please be present to allow an interior inspection of the above described properties on Wednesday November 6, 2002 at 3:00 P.M. Failure to appear and allow the inspection will result in this office seeking a search warrant to conduct the inspection.

CITY OF MUSKEGON INSPECTION SERVICES



Robert B. Grabinski, Director of Inspections

CITY OF MUSKEGON

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

DATE: November 25, 2002

Address of the Property: 489 E. Isabella

TO: U.S. Bancorp, 8534 E.Kemper, Cincinnati, OH 45201  
[Name & Address of Owner]

None

Names & Addresses of Other Interested Parties]

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

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

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

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

## FAILURE TO COMPLY

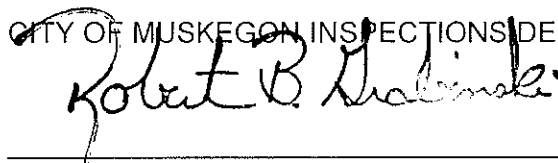
After 30 days from mailing this notice, if you have not complied with this notice, a hearing will be scheduled before the City of Muskegon Housing Board of Appeals for the purpose of enforcing this notice and order and instituting City action to remove the structure. You will receive notice of that hearing.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

## SCHEDULE OF CONDITIONS

The following conditions are present at the structure at **489 E. Isabella,** Muskegon, Michigan, and cause said structure to be a dangerous or substandard building and a public nuisance.

Please see the attached inspection report

CITY OF MUSKEGON INSPECTIONS DEPARTMENT

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

---

Robert B. Grabinski, Director of Inspections

CITY OF MUSKEGON  
CITY OF MUSKEGON HOUSING BOARD OF APPEALS

NOTICE OF HEARING

Date: January 23, 2003

Address of the Property: 489 E. Isabella

TO: U.S. Bancorp, Ken Gift, 8534 E. Kemper, Cincinnati, OH 45201  
[Name & Address of Owner]

None  
[Names & Addresses of Other Interested Parties]

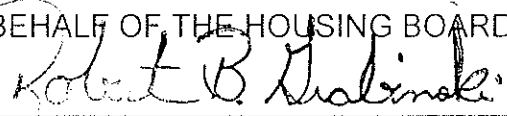
Please take notice that on **Thursday, February 6, 2003**, the City of Muskegon Housing Board of Appeals will hold a hearing at 933 Terrace, Muskegon, MI at 5:30 o'clock p.m., and at the said hearing consider whether or not the following structure should be determined to be dangerous, substandard and a nuisance, and demolished, or repaired.

The reason for this hearing is that you have not complied with the Notice and Order to repair or demolish issued 11/25/02.

At the hearing on Thursday, February 6, 2003, at 5:30 o'clock p.m., at the Muskegon City Hall, 933 Terrace Street, Muskegon, Michigan, you may appear and present any relevant evidence to the Housing Board of Appeals and have counsel of your choice present, if you desire, to show cause why the structure should not be allowed or ordered demolished.

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

By

  
Robert B. Grabinski, Director of Inspections

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

Date: February 10, 2003

To: U.S. Bancorp, Ken Gift, P.O. Box 1038 ML 1295, Cincinnati, OH 45201  
Owners Name & Address

None  
Names & Addresses of Other Interested Parties

**ORDER TO DEMOLISH STRUCTURE**

The Housing Board of Appeals, having received evidence at a scheduled and noticed meeting held on Thursday, February 6, 2003 does hereby order that the following structure(s) located at **489 E. Isabella**, Muskegon, Michigan, shall be demolished for the reason that the said structure or structures are found, based upon the evidence before the Board of Appeals, to be dangerous, substandard and a public nuisance.

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

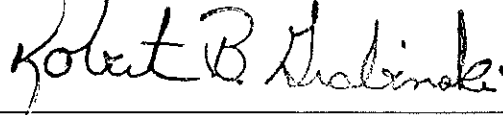
The director of inspections is ordered to place before the Muskegon City Commission this order and the record in this case to seek concurrence by the City Commission with the decision of this board, and further to give notice to the owner and interested parties of the date and time when this matter shall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

## NOTICE TO OWNER AND INTERESTED PARTIES

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

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

FOR THE HOUSING BOARD OF APPEALS:

A handwritten signature in black ink, reading "Robert B. Grabinski". The signature is written in a cursive style with a horizontal line underneath the name.

Robert B. Grabinski, Director of Inspections

**CITY OF MUSKEGON**  
**DANGEROUS BUILDING INSPECTION REPORT**  
**489 Isabella**  
**(INTERIOR INSPECTION)**  
**4/4/03**

Inspection noted:

1. Lights improperly installed.
2. Paddle fan improperly installed.
3. Smoke detectors missing.
4. Incandescent light in closet.
5. Switch in hall is broken.
6. Exterior light improperly wired.
7. Wiring in basement is deteriorated.
8. All water, waste, and vent need replacing.
9. Mechanical needs cleaning, servicing, and certification.
10. Replace and support all damaged floor joists, support beams and foundation sill and rim. Must meet Michigan Residential Code 2000.
11. Stabilize foundation block wall – loose block and missing mortar.
12. Provide weather resistant covering for Bilco door access.
13. Replace all damaged floor coverings.
14. Smoke detectors - hardwired – inter connected required.
15. All handrail and guardrail to be installed to Michigan Residential Code 2000 requirements.

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

Henry Faltinowski / sig  
HENRY FALTINOWSKI, BUILDING INSPECTOR

4-7-03  
DATE

**NOTICE OF HEARING BEFORE THE CITY COMMISSION**

DATE: April 9, 2003

**489 E. Isabella**

(Address of Property)

TO: All owners and interested parties:

U.S. Bancorp, Michael Graham, P.O. Box 1038 ML 1295, Cincinnati, OH 45201

None

(Other interested parties)

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

The City Commission will hold a hearing on **Tuesday, April 22, 2003** to consider the above decision of the Housing Board of Appeals. You may appear at this hearing at 5:30 p.m. on **Tuesday, April 22, 2003**, at the Muskegon City Hall, 933 Terrace Street, Muskegon, Michigan, with counsel, if you desire, to present any relevant evidence and arguments concerning the decision to demolish the above structures.

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

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

Affirmative Action  
(231)724-6503  
FAX: (231)722-1214

Assessor/Equalization  
(231)724-6708  
FAX: (231)726-5181

Cemetery Department  
(231)724-6783  
FAX: (231)726-5617

City Manager  
(231)724-6724  
FAX: (231)722-1214

Civil Service  
(231)724-6716  
FAX: (231)724-4405

Clerk  
(231)724-6705  
FAX: (231)724-4178

Community and  
Neigh. Services  
(231)724-6717  
FAX: (231)726-2501

Computer Info.  
Systems  
(231)724-6744  
FAX: (231)722-4301

Engineering Dept.  
(231)724-6707  
FAX: (231)727-6904

Finance Dept.  
(231)724-6713  
FAX: (231)724-6768

Fire Dept.  
(231)724-6792  
FAX: (231)724-6985

Income Tax  
(231)724-6770  
FAX: (231)724-6768

Inspection Services  
(231)724-6715  
FAX: (231)728-4371

Leisure Services  
(231)724-6704  
FAX: (231)724-1196

Mayor's Office  
(231)724-6701  
FAX: (231)722-1214

Planning/Zoning  
(231)724-6702  
FAX: (231)724-6790

Police Department  
(231)724-6750  
FAX: (231)722-5140

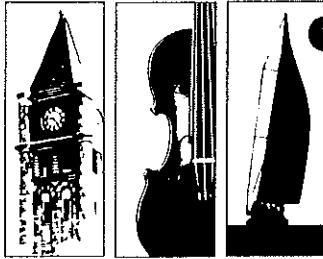
Public Works Dept.  
(231)724-4100  
FAX: (231)722-4188

Treasurer's Office  
(231)724-6720  
FAX: (231)724-6768

Water Billing Dept.  
(231)724-6718  
FAX: (231)724-6768

Water Filtration  
(231)724-4106  
FAX: (231)755-5290

# MUSKEGON



West Michigan's Shoreline City

April 9, 2003

U.S. Bancorp  
Attn: Michael Graham  
P.O. Box 1038 ML 1295  
Cincinnati, OH 45201

Re: 489 E. Isabella

Dear Michael,

As stated in our telephone conversation today, this letter will confirm what needs to take place to stop the demolition process on the above address. I have also included the inspection report, which shows the repairs that need to be completed.

When I spoke with Tiffany one question she had was the extent of the repairs. There appears to be significant damage to the structure of the home and the garage. The foundation is failing and the garage looks ready to collapse. As you will see in the inspection report, this structure is in bad condition. Tiffany stated your company sells the house as is. In order for the City of Muskegon to ensure the repairs will be completed or the money is available to pay for the demolition the following is required to stop this process at this point:

1. Escrow \$5000 with the City of Muskegon, MI
2. Submit a timetable of repairs acceptable to the city and apply for required permits before April 22, 2003.

If you do not intend on repairing the structure, the city will proceed with the process to demolish the house. If you have any questions, please call 231-724-6715.

Sincerely,

*Lorraine Grabinski*

Lorraine Grabinski  
Dept. Secretary

**FAXED**  
4-9-03  
mailed: cent.

**Case #02-44 – 489 E. Isabella – Firststar/Bancorp, Cincinnati, OH**

No one was present to represent this case and no interior inspection has been conducted.

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

A motion was made by Clara Shepherd and seconded by Jon Rolewicz to accept staff recommendation.

A roll call vote was taken:

AYES:

NAYES:

EXCUSED:

ABSENT:

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

Nick Kroes

The motion carried.

**Case #02-40 – 477 McLaughlin – Judy Irish, 12138 Stafford St, Ravenna**

Ms. Irish was present to represent this case. She stated she purchased it from a state auction and feels as though she has been duped. She purchased it as an investment and intended it to be a rental unit, but the extent of the damage inside was more than she anticipated. She has a purchase agreement with the state, but no clear title yet. She wants to sell it, but can't without a title.

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

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

A roll call vote was taken:

AYES:

NAYES:

EXCUSED:

ABSENT:

Greg Borgman  
Randy Mackie  
Jon Rolewicz

Nick Kroes

DATE: April 14, 2003

TO: Honorable Mayor and City Commissioners

FROM: Robert B. Grabinski, Director Inspection  
Services Dept.

Re: Concurrence with the Housing Board of Appeals  
Notice and Order to demolish. Dangerous building case #02-072-  
518 Oak.

---

**SUMMARY OF REQUEST:** This is to request City Commission concurrence with the findings of the Housing Board of Appeals that the structure located at **518 Oak** is unsafe, substandard, a public nuisance and that it be demolished within thirty (30) days.

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

Case # & Project Address: 02-072 – 518 Oak.

Location and ownership: This structure is located on Oak between Scott and Williams. It is owned by Marylou and Robert Anderson.

Staff Correspondence: This structure was written as a dangerous building 9/12/02. A notice for an interior inspection was issued 9/30/02, but the interior was not conducted until 2/26/03 after the owner appeared at the 2/03 HBA meeting. A Notice and Order to repair or remove was issued 11/26/02, but there had been no contact until the HBA meeting. The case was tabled for 30 days to allow the owner time to have the interior inspection, submit an agreeable timetable for repairs and pull permits. The owner contacted the Inspection office after the interior inspection because he did not agree with the violations noted, but he did not pull permits. The house has since been listed for sale with a realtor with an offer pending.

Owner Contact: The owner has been in contact.

Financial Impact: The cost of demolition will be paid with CDBG funds.

Budget Action Required: None

SEV: \$13,800

Estimated Cost of Repairs: \$40,000

**CITY COMMISSION RECOMMENDATION:** The Commission will consider this item at it's meeting on Tuesday, April 22, 2003.



518 Oak

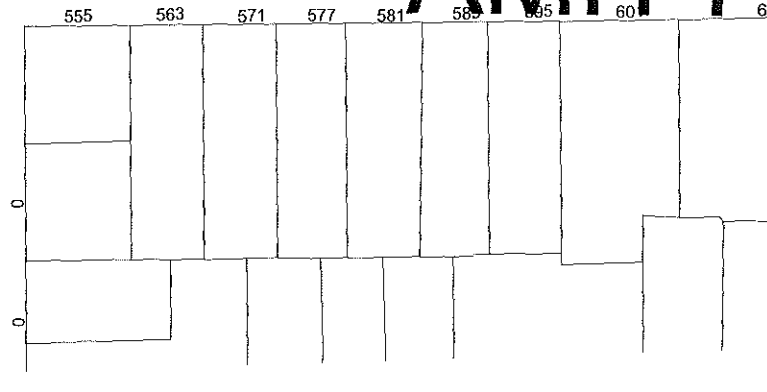
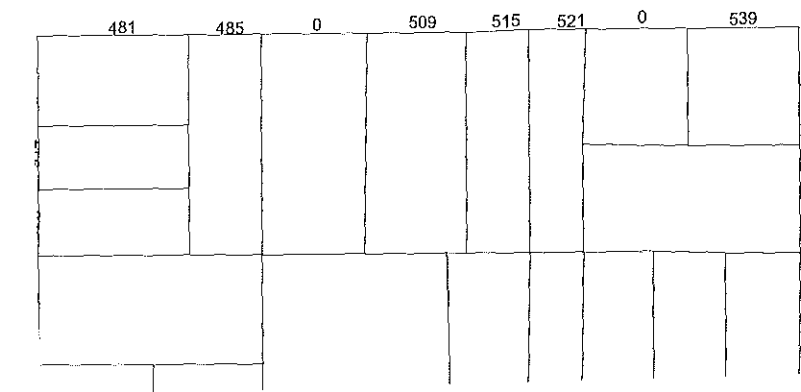
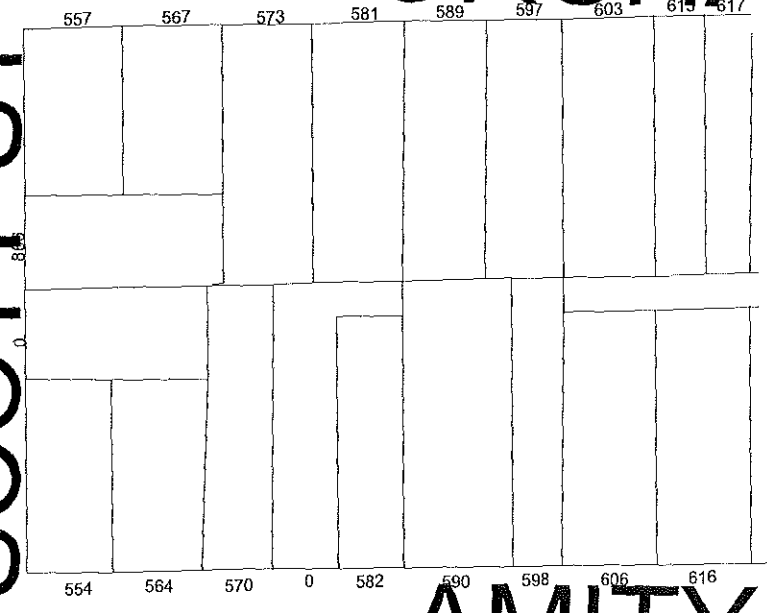
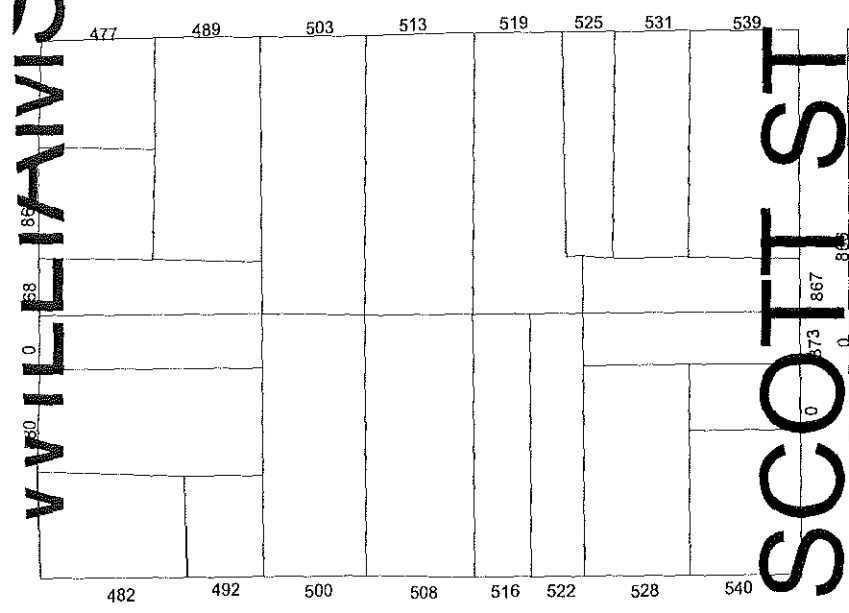
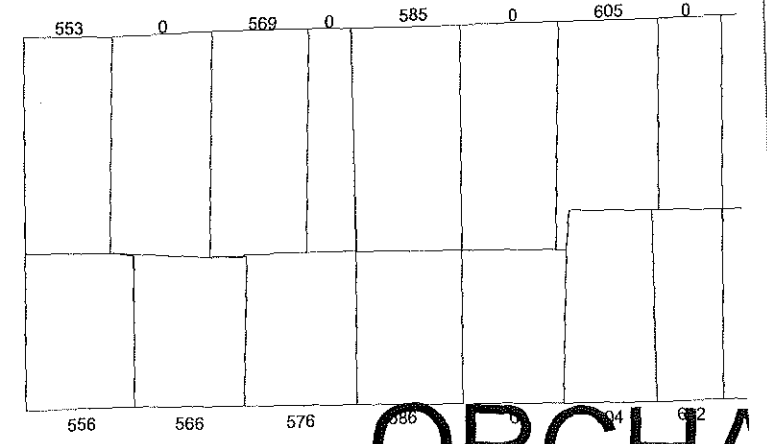
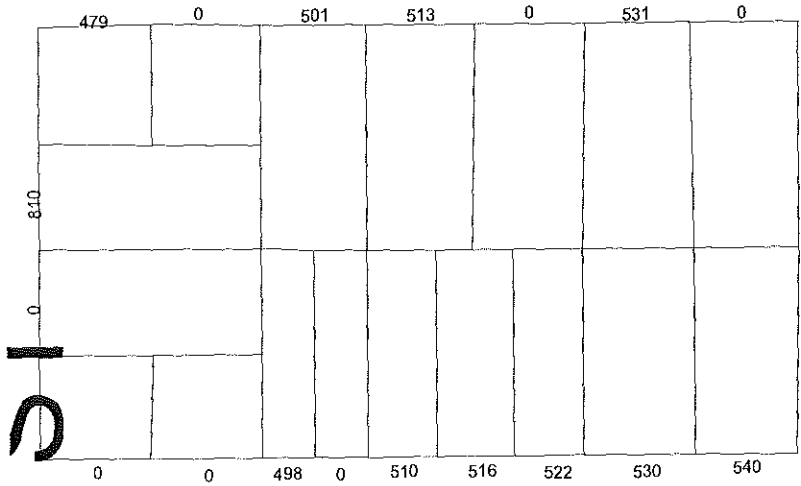
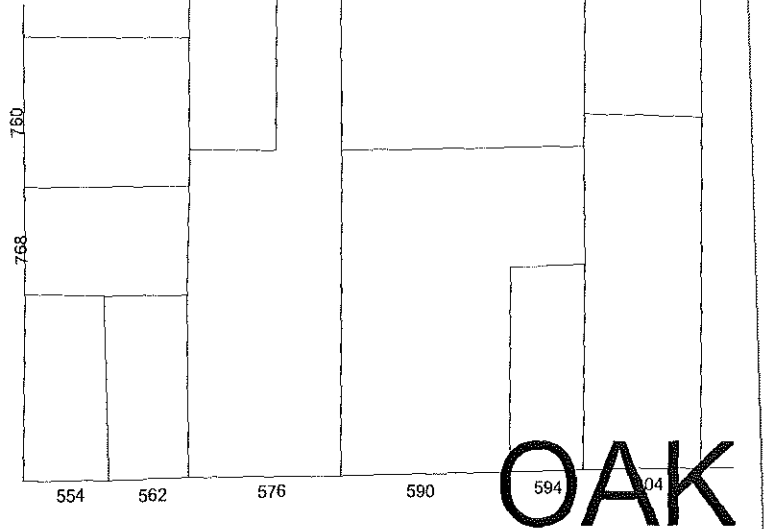
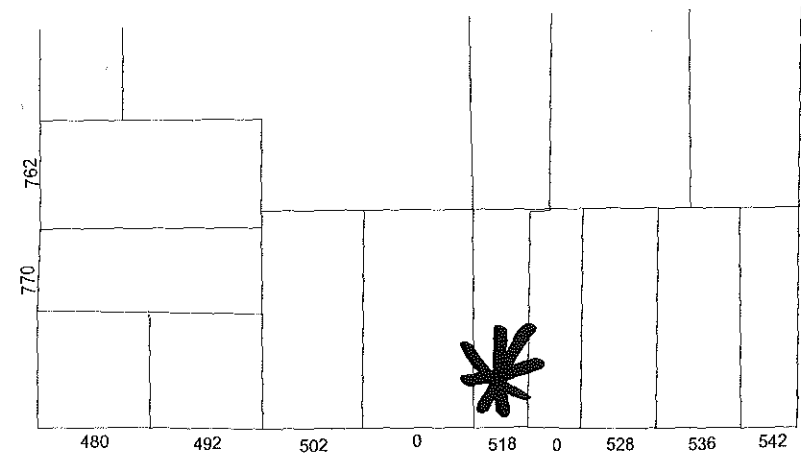
WILLIAMSON

SCOTT ST

OAK

ORCHARD

AMITY



For The Inspection Department  
City of Muskegon

File #: 422308

**FROM CITY ASSESSOR'S RECORDS**

OWNER: Mary Lou Anderson  
PROPERTY: 518 Oak Ave.  
PARCEL NO: 24-205-041-0012-00  
DESCRIPTION: W ½ Lot 12 Blk 41

**FROM RECORDS OF TRANSNATION TITLE**

LIBER: 3142  
PAGE: 499  
DATE OF DEED: February 1, 2001  
GRANTOR NAME & ADDRESS: Jeremy D. Leffring, 4365 Evanston Ave.,  
Muskegon, MI 49442  
GRANTEE NAME & ADDRESS: Mary Lou Anderson, 518 Oak St.,  
Muskegon, MI 49442  
LIENS OR MORTGAGES: 3396/823  
TODAY'S DATE: October 3, 2002  
EFFECTIVE DATE: September 12, 2002 at 8:00 AM

Abstracted by: \_\_\_\_\_  
TRANSNATION TITLE INSURANCE COMPANY

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

C 6.60  
S 45.00  
51.60

LIBER 3142 PAGE 499

171861  
STATE OF MICHIGAN  
COUNTY OF MUSKEGON  
RECEIVED FOR RECORD

2001 FEB 14 AM 11:15

Mark F. Fairchild  
REGISTER OF DEEDS



Metropolitan Title Company QUIT CLAIM DEED (Platted Land)

For Official Use

Statutory Form

Know All Persons by These Presents: That Jeremy D. Leffring a single Man.

whose address is 4365 Evanston Ave. Muskegon MI 49442

Quit Claim(s) to Mary Lou Anderson

whose address is 518 Oak St. Muskegon MI 49442

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

West 1/2 of Lot 12 Block 41 Revised Plat of  
the City of Muskegon as recorded in Liber 3  
of Plats Page 71 Muskegon County Records.

More commonly known as: 518 OAK

For the full consideration of: Six Thousand and 00/1000 (\$6,000)



MICHIGAN REAL ESTATE TRANSFER TAX  
DEPT. OF TREASURY  
MUSKEGON COUNTY, MI  
171861 14 FEB 20 14  
00174017

51.60  
6.60 C  
45.00 S

Dated this: 1st day of February 2001

Signed by:

Jeremy D. Leffring

Witnesses:

Gerald Leffring

Juanita Westerbeek

State of Michigan

County of Muskegon

Juanita Westerbeek  
Notary Public: Juanita Westerbeek  
Commission Expires: 12-17-2004  
County in Michigan: Kent

The foregoing instrument was acknowledged before me  
this 1st. day of February 2001  
by

Drafted by:

Gerald J. Leffring  
1386 Quarterline  
Muskegon MI 49442

Return to:

Grante

Send Tax Bills to:

Mary Lou Anderson  
518 Oak St.  
Muskegon MI 49442

Recording Fee:  
File Number:

State Transfer Tax:  
County Transfer Tax:

Tax Parcel No.:

**CITY OF MUSKEGON**  
**DANGEROUS BUILDING INSPECTION REPORT**

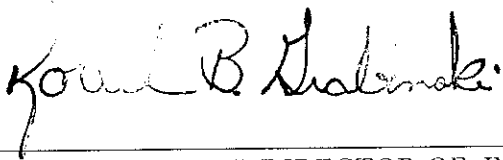
**518 Oak**

**9/12/02**

Inspection noted:

1. An interior inspection is required by all trade inspectors (plumbing, mechanical, electrical and building) before any permits or certificates of occupancy will be issued.
2. Siding missing.
3. Front steps broken.
4. Handrail missing.
5. Fence broken.
6. Ramp to side entrance improper.
7. Fascia boards deteriorated.
8. Additions to structure improper and without permit.
9. Roof deteriorated.

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.



ROBERT B. GRABINSKI, DIRECTOR OF INSPECTIONS

9-12-02

DATE

**CITY OF MUSKEGON**

**NOTICE FOR INTERIOR INSPECTION**

DATE: September 30, 2002

Address of Property: **518 Oak**

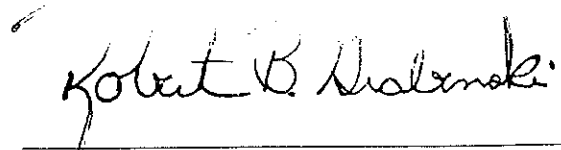
TO: Mary Lou Anderson, 518 Oak, Muskegon, MI 49442  
[Name & Address of Owner]

None  
(Interested Parties)

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

We intend to inspect the interior of the building(s). Please be present to allow an interior inspection of the above described properties on **Monday, November 4, 2002** at **3:00 P.M.** Failure to appear and allow the inspection will result in this office seeking a search warrant to conduct the inspection.

CITY OF MUSKEGON INSPECTION SERVICES



Robert B. Grabinski, Director of Inspections

CITY OF MUSKEGON

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

DATE: November 26, 2002

Address of the Property: 518 Oak

TO: MaryLou Anderson, 518 Oak, Muskegon, MI 49442  
[Name & Address of Owner]

None  
Names & Addresses of Other Interested Parties]

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

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

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

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

## FAILURE TO COMPLY

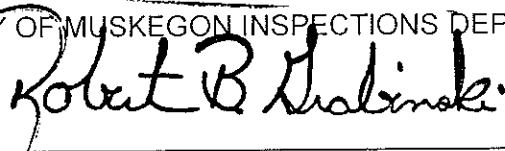
After 30 days from mailing this notice, if you have not complied with this notice, a hearing will be scheduled before the City of Muskegon Housing Board of Appeals for the purpose of enforcing this notice and order and instituting City action to remove the structure. You will receive notice of that hearing.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

## SCHEDULE OF CONDITIONS

The following conditions are present at the structure at 518 Oak, Muskegon, Michigan, and cause said structure to be a dangerous or substandard building and a public nuisance.

Please see the attached inspection report

CITY OF MUSKEGON INSPECTIONS DEPARTMENT

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

Robert B. Grabinski, Director of Inspections

CITY OF MUSKEGON  
CITY OF MUSKEGON HOUSING BOARD OF APPEALS

NOTICE OF HEARING

Date: January 23, 2003

Address of the Property: 518 Oak

TO: Robert & MaryLou Anderson, 518 Oak, Muskegon, MI 49442  
[Name & Address of Owner]

American Business Mortgage Services, 111 Presidential Blvd Ste. 107, Bala Cynwyd, PA 19004  
[Names & Addresses of Other Interested Parties]

Please take notice that on Thursday, February 6, 2003, the City of Muskegon Housing Board of Appeals will hold a hearing at 933 Terrace, Muskegon, MI at 5:30 o'clock p.m., and at the said hearing consider whether or not the following structure should be determined to be dangerous, substandard and a nuisance, and demolished, or repaired.

The reason for this hearing is that you have not complied with the Notice and Order to repair or demolish issued 11/26/02.

At the hearing on Thursday, February 6, 2003, at 5:30 o'clock p.m., at the Muskegon City Hall, 933 Terrace Street, Muskegon, Michigan, you may appear and present any relevant evidence to the Housing Board of Appeals and have counsel of your choice present, if you desire, to show cause why the structure should not be allowed or ordered demolished.

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

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

CITY OF MUSKEGON  
CITY OF MUSKEGON HOUSING BOARD OF APPEALS

ORDER TO TABLE THIS CASE 30 DAYS

Date of Order: February 11, 2003

Address of the property: 518 Oak

To: Robert & MaryLou Anderson, 518 Oak, Muskegon, MI 49442  
Owners Name & Address

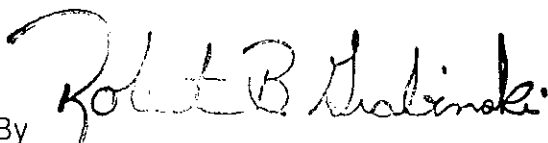
American Business Mortgage Services, 111 Presidential Blvd. Ste. 107,  
Bala Cynwyd, PA 19004  
Names & Addresses of Other Interested Parties

**CASE TABLED FOR 30 DAYS**

The Housing Board of Appeals of the City of Muskegon has reviewed your case and ordered that it be tabled for 30 days. This will provide you with time to have an interior inspection, submit a timeline for completion of repairs, and pull the necessary permits.

If you have any questions, please call the Inspection Department at 231-724-6715.

CITY OF MUSKEGON  
HOUSING BOARD OF APPEALS

  
By \_\_\_\_\_

Robert B. Grabinski, Director of Inspections

This office has been informed that you have been in contact with Community and Neighborhood Services. It is our understanding that they are unable to assist you for a variety of reasons.

It is important for you to be available for the interior inspection on February 26, 2003 at 2:00 P.M.

Once the interior inspection is complete, you will have a better understanding of what will be required to bring your structure in to compliance. This will further give you an opportunity to develop and submit a timeline for completion. Once the timeline is approved and permits are pulled you may begin making repairs.

## CITY OF MUSKEGON

### DANGEROUS BUILDING INTERIOR INSPECTION REPORT

*518 Oak*

*2/26/03*

Inspection noted:

1. No trap on bath lav.
2. Inadequate clearance to combustibles on space heater.
3. Water heater installed on blocks, relief piping too short.
4. No trap on stand pipe.
5. Roof leaking water on top of water heater.
6. No trap on kitchen sink.
7. Chimney needs repair.
8. Roof must be stripped sheathing removed – replace rafters.
9. Siding needs to be installed correctly – remove.
10. Windows need headers, proper framing: are not plumb or level.
11. Remove addition – improperly built.
12. Floor in home is severely deteriorated – foundation damage – structural flooring, need foundation.
13. Remove ramp.
14. No crawl access or attic access.
15. Lights hanging down.
16. No exterior lights on addition.
17. Lights are incomplete.
18. Washer/dryer not permitted in front of load center.
19. Kitchen counters not served by outlets. Kitchen outlets are not GFI protected.
20. Circuits overfused.
21. Service not grounded or bonded.
22. Service must be replaced.
23. Smoke detectors missing.
24. Incandescent lights in closet.
25. Paddle fans improperly hung.

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

Henry Faltinowski /lg  
HENRY FALTINOWSKI, BUILDING INSPECTOR

2-26-03  
DATE

CITY OF MUSKEGON  
CITY OF MUSKEGON HOUSING BOARD OF APPEALS

NOTICE OF HEARING

Date: February 21, 2003

Address of the Property: 518 Oak

TO: Robert & Marylou Anderson, 518 Oak, Muskegon, MI 49442  
[Name & Address of Owner]

American Business Mortgage Services, 111 Presidential Blvd. Ste.107  
[Names & Addresses of Other Interested Parties]

Please take notice that on Thursday, March 6, 2003, the City of Muskegon Housing Board of Appeals will hold a hearing at 933 Terrace, Muskegon, MI at 5:30 o'clock p.m., and at the said hearing consider whether or not the following structure should be determined to be dangerous, substandard and a nuisance, and demolished, or repaired.

The reason for this hearing is to review what has progressed since your case was heard in February.

At the hearing on Thursday, March 6, 2003, at 5:30 o'clock p.m., at the Muskegon City Hall, 933 Terrace Street, Muskegon, Michigan, you may appear and present any relevant evidence to the Housing Board of Appeals and have counsel of your choice present, if you desire, to show cause why the structure should not be allowed or ordered demolished.

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

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

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

Date: March 7, 2003

To: Robert & Marylou Anderson, 518 Oak, Muskegon, MI 49442  
Owners Name & Address

American Business Mortgage Services, 111 Presidential Blvd. Ste. 107,  
Bala Cynwyd, PA 19004  
Names & Addresses of Other Interested Parties

**ORDER TO DEMOLISH STRUCTURE**

The Housing Board of Appeals, having received evidence at a scheduled and noticed meeting held on Thursday, March 6, 2003 does hereby order that the following structure(s) located at **518 Oak**, Muskegon, Michigan, shall be demolished for the reason that the said structure or structures are found, based upon the evidence before the Board of Appeals, to be dangerous, substandard and a public nuisance.

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

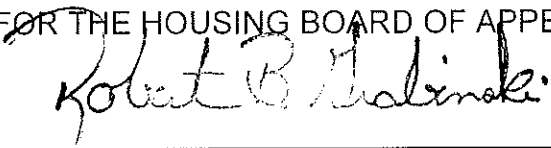
The director of inspections is ordered to place before the Muskegon City Commission this order and the record in this case to seek concurrence by the City Commission with the decision of this board, and further to give notice to the owner and interested parties of the date and time when this matter shall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

## NOTICE TO OWNER AND INTERESTED PARTIES

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

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

FOR THE HOUSING BOARD OF APPEALS:

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

---

Robert B. Grabinski, Director of Inspections

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

Assessor  
231/724-6708  
FAX/726-5181

Cemetery  
231/724-6783  
FAX/726-5617

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

Clerk  
231/724-6705  
FAX/724-4178

Comm. & Neigh.  
Services  
231/724-6717  
FAX/726-2501

Engineering  
231/724-6707  
FAX/727-6904

Finance  
231/724-6713  
FAX/724-6768

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

Income Tax  
231/724-6770  
FAX/724-6768

Info. Systems  
231/724-6744  
FAX/722-4301

Leisure Service  
231/724-6704  
FAX/724-1196

Manager's Office  
231/724-6724  
FAX/722-1214

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

Inspection Services  
231/724-6715  
FAX/726-2501

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

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

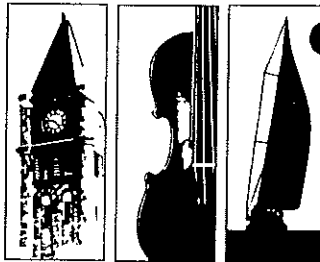
Public Works  
231/724-4100  
FAX/722-4188

Treasurer  
231/724-6720  
FAX/724-6768

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

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

# MUSKEGON



West Michigan's Shoreline City

March 17, 2003

Robert & Mary Lou Anderson  
518 Oak  
Muskegon, MI 49442

Re: Repairs 518 Oak

Dear Mr. And Mrs. Anderson:

I was informed of an agency that may be able to financially help you with the repairs of your home. One of the members of the Housing Board of Appeals notified me today that Muskegon Investment Corporation may be of assistance to you. Their telephone number is 231-727-0809.

Please call them as soon as possible to find out if they can help you at all. Keep in mind that a time table of repairs and permits are required for the work.

Sincerely,

*Lorraine Grabinski*

Lorraine Grabinski  
Secretary, Inspection Dept.

*per Nick  
Kroes*

**NOTICE OF HEARING BEFORE THE CITY COMMISSION**

DATE: April 9, 2003

**518 Oak**

(Address of Property)

TO: All owners and interested parties:

Robert & Marylou Anderson, 518 Oak, Muskegon, MI 49442

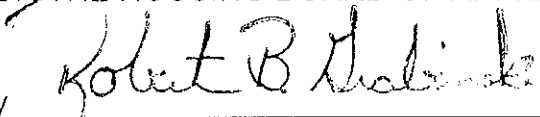
American Business Mortgage Services, 111 Presidential Blvd, Ste. 107, Bala Cynwyd, PA 19004

(Other interested parties)

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

The City Commission will hold a hearing on **Tuesday, April 22, 2003** to consider the above decision of the Housing Board of Appeals. You may appear at this hearing at 5:30 p.m. on Tuesday, April 22, 2003, at the Muskegon City Hall, 933 Terrace Street, Muskegon, Michigan, with counsel, if you desire, to present any relevant evidence and arguments concerning the decision to demolish the above structures.

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

By 

Robert B. Grabinski, Director of Inspections

**Case #02-72 – 518 Oak –Robert & Mary Lou Anderson, same address**

The Andersons were present to represent this case. Mr. Grabinski stated this area is the targeted area to fight blight. He looked at the structure and it is partially sided and there has not been an interior inspection yet. Mr. Anderson stated he didn't know what he is supposed to do and Mr. Grabinski stated all mail sent to him had been signed for. He also went over the exterior inspection report. The ramp, addition and roof are bad and no permits have been issued. Mr. Grabinski stated he would like them to contact CNS because he thinks they would qualify financially for help.

Staff Recommendation: Table this case for 30 days to see if they qualify for help with CNS.

A motion was made by Randy Mackie and seconded by Clara Shepherd to accept staff recommendation.

A roll call vote was taken:

AYES:

NAYES:

EXCUSED:

ABSENT:

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

Nick Kroes

The motion carried.

**Case #99-33 – 1113 Peck – Joshua Kirksey, same address**

The Kirkseys were present for the meeting and Mr. Grabinski asked what their plans are. Mr. Kirksey stated he just became owner in July 2002. He has purchased on a land contract due to his young age and has a 6 month balloon period to secure the financing. His father stated he just found out this was a dangerous building on 1/24/03. He was given the interior inspection report at this meeting. The exterior repairs won't be done until warmer weather and he will be contacting CNS for financial help. He isn't sure about the use of the building. He is thinking of the 1<sup>st</sup> floor being commercial. Mr. Grabinski stated if it is, he will

**Case #02-72 – 518 Oak – Robert & Mary Lou Anderson, same address**

The Andersons were present to represent this structure. Bob Grabinski gave a history of the case and stated at last month's meeting the case was tabled 30 days to allow the Andersons to seek financial help with CNS. They were denied help because of the different colors of siding on the house and the roof was not leaking inside. An interior inspection had previously been conducted and it was noted there is a significant amount of repair required. The electrical service poses a very serious danger and Mr. Grabinski stated it needs to be repaired soon or the board will have to take action for their safety. He inquired if the Andersons could stay with Mrs. Anderson's son, Donald Heck, who was present at the meeting also. He stated they could stay there temporarily, but not for too long. Mr. Grabinski also stated the work really needs to be done by a contractor and he estimated the total cost for all repairs to be in the area of \$20,000. Mr. Anderson stated he has lived there a long time and will not move out.

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

A motion was made by Randy Mackie and seconded by Jon Rolewicz to accept staff recommendation.

A roll call vote was taken:

AYES:

NAYES:

EXCUSED:

ABSENT:

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

Clara Shepherd

The motion carried.

**DANGEROUS BUILDING NEW CASES:**

**Case # 02-56 – 723 Amity, Lisa Brandel, 1924 Maryland, Muskegon**

No one was present to represent this case and there has been no contact from owner. There has been a dispute regarding ownership and the person living in the house until January was ordered to leave the premises because of dangerous conditions.

DATE: April 14, 2003

TO: Honorable Mayor and City Commissioners

FROM: Robert B. Grabinski, Director Inspection  
Services Dept.

Re: Concurrence with the Housing Board of Appeals  
Notice and Order to demolish. Dangerous building case #02-079-  
1136 Williams.

---

**SUMMARY OF REQUEST:** This is to request City Commission concurrence with the findings of the Housing Board of Appeals that the structure located at **1136 Williams** is unsafe, substandard, a public nuisance and that it be demolished within thirty (30) days.

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

Case # & Project Address: 02-079 – 1136 Williams

**Location and ownership:** This structure is located on Williams between Isabella and Catherine. It is owned by Phyllis Moore and Kenta Moore (Glovestate Realty).

**Staff Correspondence:** This structure was written as a dangerous building 9/6/02. A notice for an interior inspection was issued 9/23/02 and notice and order to repair or demolish was issued 12/18/02. The structure was declared dangerous at the HBA meeting 2/6/03. The owner had contacted CNS for financial help, but was denied.

**Owner Contact:** The owner has been in the office when she applied for rental rehab and indicated she wanted to repair. She did not attend the HBA meeting.

**Financial Impact:** The cost of demolition will be paid with CDBG funds.

**Budget Action Required:** None

**SEV:** \$15,100

**Estimated Cost of Repairs:** \$15,000

**CITY COMMISSION RECOMMENDATION:** The Commission will consider this item at it's meeting on Tuesday, April 22, 2003.



1136 Williams

1073

107

1083

1082

1094

E ISABELLA AV

420 424 432 438 448 452 460

498 502 0 520

423

435

441

451

489

497

511

1113

1125

WILLIAMS

1112

1124

1135

1136



CATHERINE AV

428

432

438

442

446

456

460

480

488

496

500

508

520

421

427

433

437

0

449

453

0

463

493

497

0

523

0

0

1180

0

0

22

428

438

0

484

488

492

For The Inspection Department  
City of Muskegon

File #: 422127

**FROM CITY ASSESSOR'S RECORDS**

OWNER: Glovestate Realty LLC  
PROPERTY: 1136 Williams  
PARCEL NO: 24-205-077-0008-00  
DESCRIPTION: N ½ Lot 8 Blk 77

**FROM RECORDS OF TRANSNATION TITLE**

LIBER: 2293  
PAGE: 681  
DATE OF DEED: September 24, 1999  
GRANTOR NAME & ADDRESS: Kenta R. Moore and Phyllis Moore, 2913  
Waalkes, Muskegon MI 49444  
GRANTEE NAME & ADDRESS: Glovestate Realty, L.L.C., 2913 Waalkes,  
Muskegon, MI 49444  
LIENS OR MORTGAGES: 3010/164; 3052/256; 3407/734  
TODAY'S DATE: September 24, 2002  
EFFECTIVE DATE: August 30, 2002 at 8:00 AM

Abstracted by: Judy A. Ginner  
TRANSNATION TITLE INSURANCE COMPANY

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

STATE OF MICHIGAN  
COUNTY OF MUSKEGON  
RECEIVED FOR RECORD

1999 SEP 28 PM 2:25

Carrie Carter  
REGISTER

## QUIT CLAIM DEED

The Grantor, KENTA R. MOORE, a single man, and PHYLLIS MOORE, a single woman, whose street number and post office address is 2913 Waalkes, Muskegon, Michigan 49444, QUIT CLAIMS to GLOVESTATE REALTY, L.L.C., a Michigan limited liability company, whose street number and post office address is 2913 Waalkes, Muskegon, Michigan 49444, the following described premises: City of Muskegon, County of Muskegon, State of Michigan to-wit:

North Half of Lot 8, Block 77, revised plat (of 1903) of the City of Muskegon as recorded in Liber 3 of Plats.

Subject to easements, restrictions, encumbrances and reservations of record.

for the sum of \$1.00 Dollar and no/100ths (\$1.00).

This deed is exempt from transfer tax by reason of MSA 7.456(5)(a) and MCL 207.526 Sec. 6(a).

The Grantor grants to the Grantee all of his subdivision rights under Section 108 of the Land Division Act, Act No. 288 of the Public Acts of 1967.

This property may be located within the vicinity of farmland or farm operation. Generally accepted agricultural and management practices which may generate noise, dust odors and other associated conditions may be used and are protected by the Michigan right to farm act.

Dated this 24 day of September, 1999.

WITNESSES:

William R. Sininger

Julie K. Bush

SIGNED AND SEALED:

Kenta R. Moore  
KENTA R. MOORE

Phyllis Moore  
PHYLLIS MOORE

STATE OF MICHIGAN )  
 ) ss.  
COUNTY OF MUSKEGON )

The foregoing instrument was acknowledged before me by KENTA R. MOORE, a single man, and PHYLLIS MOORE, a single woman, this 24 day of September, 1999.

William R. Sininger  
William R. Sininger - Notary Public  
Muskegon County, Michigan  
My Comm. Expires: 2/27/03

✓ Prepared by:  
WILLIAMS, HUGHES, CORWIN & SININGER  
By: William R. Sininger  
120 West Apple Avenue, P.O. Box 599  
Muskegon, MI 49443-0599

After recording return to:

Subsequent Tax Bills to:

Tax Parcel No. \_\_\_\_; Recording Fee \_\_\_\_; Revenue Stamps \_\_\_\_

**NOTICE OF HEARING BEFORE THE CITY COMMISSION**

DATE: April 9, 2003

**1136 Williams**

(Address of Property)

TO: All owners and interested parties:

Glovestate Realty LLC, Phyllis Moore, 2913 Waalkes, Muskegon, MI 49442

U.S. District Court C/O W. Francesca Ferguson, AUSA, P.O. Box 208, Grand Rapids, MI 49501-0208

(Other interested parties)

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

The City Commission will hold a hearing on **Tuesday, April 22, 2003** to consider the above decision of the Housing Board of Appeals. You may appear at this hearing at 5:30 p.m. on Tuesday, April 22, 2003, at the Muskegon City Hall, 933 Terrace Street, Muskegon, Michigan, with counsel, if you desire, to present any relevant evidence and arguments concerning the decision to demolish the above structures.

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

By

  
Robert B. Grabinski, Director of Inspections

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

Date: February 10, 2003

To: Glovestate Realty LLC, 2913 Waalkes, Muskegon, MI 49442  
Owners Name & Address

U.S. District Court C/O W.Francesca Ferguson, AUSA, P.O. Box 208,  
Grand Rapids, MI 49501-0208  
Names & Addresses of Other Interested Parties

**ORDER TO DEMOLISH STRUCTURE**

The Housing Board of Appeals, having received evidence at a scheduled and noticed meeting held on Thursday, February 6, 2003 does hereby order that the following structure(s) located at **1136 Williams**, Muskegon, Michigan, shall be demolished for the reason that the said structure or structures are found, based upon the evidence before the Board of Appeals, to be dangerous, substandard and a public nuisance.

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

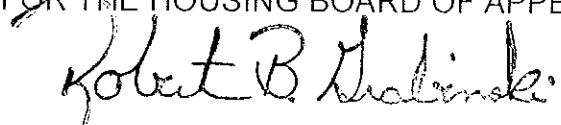
The director of inspections is ordered to place before the Muskegon City Commission this order and the record in this case to seek concurrence by the City Commission with the decision of this board, and further to give notice to the owner and interested parties of the date and time when this matter shall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

## NOTICE TO OWNER AND INTERESTED PARTIES

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

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

FOR THE HOUSING BOARD OF APPEALS:

A handwritten signature in dark ink, appearing to read "Robert B. Grabinski". The signature is written in a cursive, flowing style with some capitalization.

---

Robert B. Grabinski, Director of Inspections

CITY OF MUSKEGON  
CITY OF MUSKEGON HOUSING BOARD OF APPEALS

NOTICE OF HEARING

Date: January 23, 2003

Address of the Property: 1136 Williams

TO: Glovestate Realty LLC, 2913 Waalkes, Muskegon, MI 49444  
[Name & Address of Owner]

U.S. District Court C/O W.Francesca Ferguson, AUSA, P.O. Box 208, Grand  
Rapids, MI 49501-0208  
[Names & Addresses of Other Interested Parties]

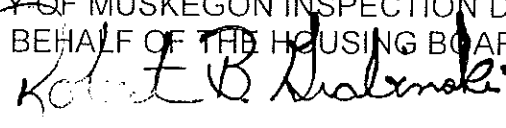
Please take notice that on Thursday, February 6, 2003, the City of Muskegon Housing Board of Appeals will hold a hearing at 933 Terrace, Muskegon, MI at 5:30 o'clock p.m., and at the said hearing consider whether or not the following structure should be determined to be dangerous, substandard and a nuisance, and demolished, or repaired.

The reason for this hearing is that you have not complied with the Notice and Order to repair or demolish issued 12/18/02.

At the hearing on Thursday, February 6, 2003, at 5:30 o'clock p.m., at the Muskegon City Hall, 933 Terrace Street, Muskegon, Michigan, you may appear and present any relevant evidence to the Housing Board of Appeals and have counsel of your choice present, if you desire, to show cause why the structure should not be allowed or ordered demolished.

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

By

  
Robert B. Grabinski, Director of Inspections

CITY OF MUSKEGON

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

DATE: December 18, 2002

Address of the Property: 1136 Williams

TO: Glovestate Realy LLC, 2913 Waalkes, Muskegon, MI 49444  
[Name & Address of Owner]

None  
Names & Addresses of Other Interested Parties]

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

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

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

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

## FAILURE TO COMPLY

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

## SCHEDULE OF CONDITIONS

The following conditions are present at the structure at 1136 Williams, Muskegon, Michigan, and cause said structure to be a dangerous or substandard building and a public nuisance.

Please see the attached inspection report

CITY OF MUSKEGON INSPECTIONS DEPARTMENT

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

---

Robert B. Grabinski, Director of Inspections

**CITY OF MUSKEGON**  
**DANGEROUS BUILDING INSPECTION REPORT**

**1136 Williams**  
**(INTERIOR INSPECTION)**  
**10/22/02**

Inspection noted:

1. Plumbing system - water installed with non-approved materials and not supported, some portions are broken, waste lines installed improperly and broken. old cast iron disconnected and left open. Fixtures are either damaged or not installed, kitchen sink cabinet not made of approved material.
2. Heating system – duct damaged and furnace inoperable. Chimney is improperly sealed.

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

Henry Faltinowski / lg  
Henry Faltinowski, BUILDING INSPECTOR

10-22-02  
DATE

CITY OF MUSKEGON

NOTICE FOR INTERIOR INSPECTION

DATE: September 23, 2002

Address of Property: 1136 Williams

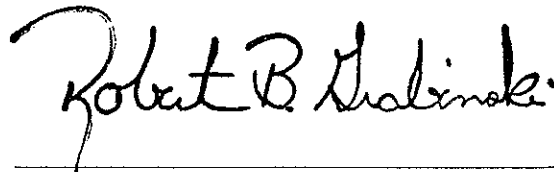
TO: Glovestate Realty, 1136 Williams, Muskegon, MI 49442  
[Name & Address of Owner]

None  
(Interested Parties)

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

We intend to inspect the interior of the building(s). Please be present to allow an interior inspection of the above described properties on Tuesday, October 22, 2002 at 3:30 P.M. Failure to appear and allow the inspection will result in this office seeking a search warrant to conduct the inspection.

CITY OF MUSKEGON INSPECTION SERVICES



Robert B. Grabinski, Director of Inspections

**CITY OF MUSKEGON**  
**DANGEROUS BUILDING INSPECTION REPORT**

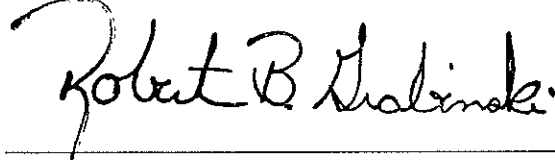
**1136 WILLIAMS**

*9/6/02*

Inspection noted:

1. An interior inspection is required by all trade inspectors (plumbing, mechanical, electrical and building) before any permits or certificates of occupancy will be issued.
2. Structure vacant and boarded over 180 days.
3. Windows broken.
4. Exterior needs scraped and painted.
5. Roof deteriorated – repair or replace.
6. Fascia and soffitt must be repaired.

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.



ROBERT B. GRABINSKI, DIRECTOR OF INSPECTIONS

*9-6-02*

DATE

**Case #02-79 – 1136 Williams – Glovestate Realty LLC, 2913 Waalkes,  
Muskegon MI 49444**

No one was present to represent this case. The owner had been in the office to talk to CNS about help, but was not honest with statements made and has been denied help.

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

A motion was made by Clara Shepherd and seconded by Jon Rolewicz to accept staff recommendation.

A roll call vote was taken:

AYES:

NAYES:

EXCUSED:

ABSENT:

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

Nick Kroes

The motion carried.

**Case #02-46 – 1032 Wood – Maria Garcia, 4618 Mallow, Houston, TX 77051**

No one was present to represent this case and there has been no contact from the owner.

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

A motion was made by Jon Rolewicz and seconded by Jerry Bever to accept staff recommendation.

A roll call vote was taken.

AYES:

NAYES:

EXCUSED:

ABSENT:

Greg Borgman  
Randy Mackie

Nick Kroes

DATE: April 14, 2003

TO: Honorable Mayor and City Commissioners

FROM: Robert B. Grabinski, Director Inspection  
Services Dept.

Re: Concurrence with the Housing Board of Appeals  
Notice and Order to demolish. Dangerous building case #02-92-  
1887 Letart.

---

**SUMMARY OF REQUEST:** This is to request City Commission concurrence with the findings of the Housing Board of Appeals that the structure located at **1887 Letart** is unsafe, substandard, a public nuisance and that it be demolished within thirty (30) days.

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

Case # & Project Address: 02-92 – 1887 Letart

Location and ownership: This structure is located on Letart between Torrent and Crozier and is owned by Patrick Closz.

Staff Correspondence: This structure was written as a dangerous building 12/9/02 when the owner had an interior inspection conducted. He contacted the Inspection office because of what he called "black mold". The building inspector also did an inspection on 1/10/03. Mr. Closz purchased this house from HUD and has let it go back to the bank because of it is in a flood plain and has severe water damage. A notice and order to repair or demolish was issued 2/3/03 and the case was heard and declared by the HBA on 3/6/03.

Owner Contact: The owner, neighbor and realtor attended the HBA meeting.

Financial Impact: The cost of demolition will be paid with general funds.

Budget Action Required: None

SEV: \$32,900

Estimated Cost of Repairs: \$25,000

**CITY COMMISSION RECOMMENDATION:** The Commission will consider this item at it's meeting on Tuesday, April 22, 2003.



1887 Letart



For The Inspection Department  
City of Muskegon

File #: 423761

**FROM CITY ASSESSOR'S RECORDS**

OWNER: ABN AMRO Mortgage Group  
PROPERTY: 1887 Letart Ave  
PARCEL NO: 24-645-000-0028-00  
DESCRIPTION: Neumans Sub-division of Blk 616 of Lot 28

**FROM RECORDS OF TRANSNATION TITLE**

LIBER: 3155  
PAGE: 571  
DATE OF DEED: February 21, 2001  
GRANTOR NAME & ADDRESS: Marvin G. VanderWall and Carol A. VanderWall, husband and wife, 1887 Letart Ave., Muskegon, MI 49441  
GRANTEE NAME & ADDRESS: Patrick Closz, a single man, 3681 S. Sheridan, Muskegon, MI 49444  
LIENS OR MORTGAGES: 3155/572; 3155/580; 3486/674  
TODAY'S DATE: December 23, 2002  
EFFECTIVE DATE: October 23, 2002 at 8:00 AM

Abstracted by:

Uday Q. Varner  
TRANSNATION TITLE INSURANCE COMPANY

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

Fax - 248-642-9001  
TROTTER  
TROTTER  
1 - 248-642-600  
30400 Telegraph  
Bingham Farms  
MT 48025

2001 MAR 12 AM 8:53

 7/10/01  
 11:11:11

## WARRANTY DEED

## STATUTORY FORM FOR INDIVIDUALS

**This Indenture,**
 Dated this day of:  
 FEBRUARY 21, 2001

KNOW ALL MEN BY THESE PRESENTS THAT:

 MARVIN G. VANDER WALL AND CAROL A. VANDER WALL, HUSBAND AND WIFE  
 1887 LETART AVENUE  
 MUSKEGON, MI 49441

Convey(s) and Warrant(s) To:

 PATRICK CLOSZ, A SINGLE MAN  
 3681 S. SHERIDAN  
 MUSKEGON, MI 49444

For the sum of

REAL ESTATE TRANSFER VALUATION AFFIDAVIT FILED

the following described premises situated in

THE CITY OF MUSKEGON, COUNTY OF MUSKEGON AND STATE OF MICHIGAN TO WIT:

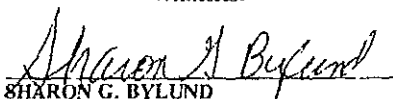
 LOT 28 OF NEUMANN'S SUBDIVISION OF BLOCK 616 OF THE CITY OF MUSKEGON, AS RECORDED IN  
 LIBER 8 OF PLATS, PAGE 14, MUSKEGON COUNTY RECORDS.

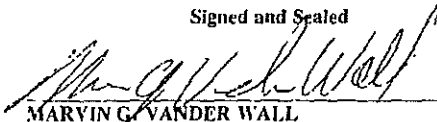
Parcel #61-24-245-000-0028-00

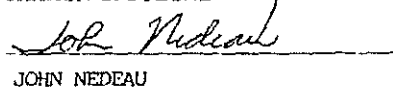
SUBJECT TO EASEMENTS, RESERVATIONS, RESTRICTIONS AND LIMITATIONS OF RECORD, IF ANY.

Witnesses:

Signed and Sealed

  
 SHARON G. BYLUND

  
 MARVIN G. VANDER WALL

  
 JOHN NEDEAU

  
 CAROL A. VANDER WALL

STATE OF MICHIGAN COUNTY OF MUSKEGON

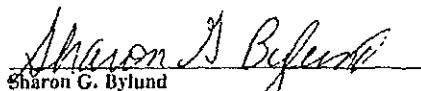
 The foregoing instrument was acknowledged before me  
 ON FEBRUARY 21, 2001 BY MARVIN G. VANDER  
 WALL AND CAROL A. VANDER WALL, HUSBAND  
 AND WIFE

## PREPARED BY:

 MARVIN G. VANDER WALL  
 1887 LETART AVENUE  
 MUSKEGON, MI 49441

## ASSISTED BY:

 CHICAGO TITLE OF MICHIGAN, INC.  
 493 WEST NORTON  
 MUSKEGON, MICHIGAN 49441

  
 Sharon G. Bylund

 NOTARY PUBLIC MUSKEGON COUNTY, MICHIGAN  
 MY COMMISSION EXPIRES: 08/27/2002

## WHEN RECORDED RETURN TO

 PATRICK CLOSZ  
 1887 LETART AVE  
 MUSKEGON, MI 49441

Muskegon, Mich. 03-09 20 01

No 11211 Co Taxes

2000 TAX INFO. NOT AVAILABLE AT THIS TIME

**NOTICE OF HEARING BEFORE THE CITY COMMISSION**

DATE: April 9, 2003

**1887 Letart**

(Address of Property)

TO: All owners and interested parties:

Patrick Closz, 3527 Hoyt #72, Muskegon, MI 49444

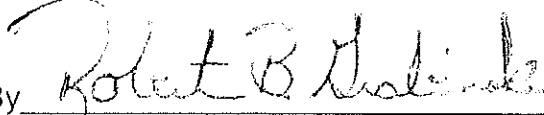
ABN Amro Mortgage Group, 3600 Big Beaver Rd. Troy, MI 48084  
(Other interested parties)

Steve McKee/Vollmer Real Estate, 840 Norton, Muskegon, MI 49441

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

The City Commission will hold a hearing on **Tuesday, April 22, 2003** to consider the above decision of the Housing Board of Appeals. You may appear at this hearing at **5:30 p.m. on Tuesday, April 22, 2003**, at the Muskegon City Hall, 933 Terrace Street, Muskegon, Michigan, with counsel, if you desire, to present any relevant evidence and arguments concerning the decision to demolish the above structures.

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

By 

Robert B. Grabinski, Director of Inspections

**AFFIDAVIT OF SERVICE OR MAILING**

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

Date: March 7, 2003

To: Patrick Closz, 3527 Hoyt Lot 72, Muskegon, MI 49444  
Owners Name & Address

ABN Amro Mortgage Group, 3600 Big Beaver Rd. Troy, MI 48084  
Names & Addresses of Other Interested Parties

Steve McKee/Vollmer Real Estate, 840 Norton, Muskegon, MI 49441

**ORDER TO DEMOLISH STRUCTURE**

The Housing Board of Appeals, having received evidence at a scheduled and noticed meeting held on Thursday, March 6, 2003 does hereby order that the following structure(s) located at **1887 Letart**, Muskegon, Michigan, shall be demolished for the reason that the said structure or structures are found, based upon the evidence before the Board of Appeals, to be dangerous, substandard and a public nuisance.

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

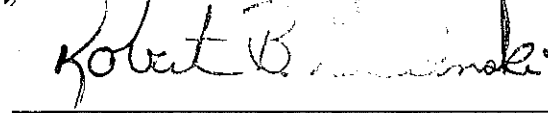
The director of inspections is ordered to place before the Muskegon City Commission this order and the record in this case to seek concurrence by the City Commission with the decision of this board, and further to give notice to the owner and interested parties of the date and time when this matter shall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

## NOTICE TO OWNER AND INTERESTED PARTIES

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

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

FOR THE HOUSING BOARD OF APPEALS:

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

Robert B. Grabinski, Director of Inspections

CITY OF MUSKEGON  
CITY OF MUSKEGON HOUSING BOARD OF APPEALS

NOTICE OF HEARING

Date: February 21, 2003

Address of the Property: 1887 Lerich

TO: ABN Amro Mortgage Group, 3600 Big Beaver Rd. Troy, MI 48084  
[Name & Address of Owner]

Patrick Closz, 3681 S. Sheridan, Muskegon, MI 49444  
[Names & Addresses of Other Interested Parties]

Please take notice that on Thursday, March 6, 2003, the City of Muskegon Housing Board of Appeals will hold a hearing at 933 Terrace, Muskegon, MI at 5:30 o'clock p.m., and at the said hearing consider whether or not the following structure should be determined to be dangerous, substandard and a nuisance, and demolished, or repaired.

The reason for this hearing is that you have not complied with the Notice and Order to Repair or Demolish issued 2/3/03.

At the hearing on Thursday, March 6, 2003, at 5:30 o'clock p.m., at the Muskegon City Hall, 933 Terrace Street, Muskegon, Michigan, you may appear and present any relevant evidence to the Housing Board of Appeals and have counsel of your choice present, if you desire, to show cause why the structure should not be allowed or ordered demolished.

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

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

CITY OF MUSKEGON

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

DATE: February 3, 2003

Address of the Property: 1887 Letart

TO: ABN Amro Mortgage Group, 3600 Big Beaver Rd. Troy, MI 48084  
[Name & Address of Owner]

Patrick Closz, 3681 S. Sheridan, Muskegon, MI 49444  
(Interested Parties)

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

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

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

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

## FAILURE TO COMPLY

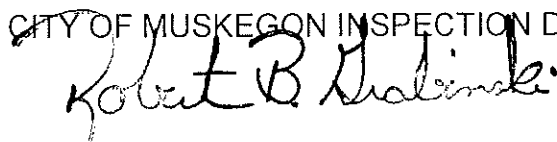
After 30 days from mailing this notice, if you have not complied with this notice, a hearing will be scheduled before the City of Muskegon Housing Board of Appeals for the purpose of enforcing this notice and order and instituting City action to remove the structure. You will receive notice of that hearing.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

## SCHEDULE OF CONDITIONS

The following conditions are present at the structure at 1887 Letart, Muskegon, Michigan, and cause said structure to be a dangerous or substandard building and a public nuisance.

Please see the attached inspection report

CITY OF MUSKEGON INSPECTION DEPARTMENT

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

Robert B. Grabinski, Director of Inspections

**CITY OF MUSKEGON**  
**DANGEROUS BUILDING INSPECTION REPORT**

1887 Letart  
*(INTERIOR INSPECTION)*  
1/10/03

Inspection noted:

1. Front porch needs to be replaced.
2. Damaged storm door.
3. Foundation wall is in need of structural repair – structural engineer design is required.
4. Basement stairs need repair due to water damage.
5. Center bearing wall in basement needs to be replaced to MRC 2000 requirements.
6. Replace all water damaged framing.
7. Repair all wall – ceiling damage.
8. Replace all siding damage.

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

Henry Faltinowski / Lg  
HENRY FALTINOWSKI, BUILDING INSPECTOR

1-10-03  
DATE

**CITY OF MUSKEGON**  
**DANGEROUS BUILDING INSPECTION REPORT**

**1887 LeTarte**

*12/9/02*

Inspection noted:

1. An interior inspection is required by all trade inspectors (plumbing, mechanical, electrical and building) before any permits or certificates of occupancy will be issued.
2. Severe water damage and mildew noted in basement level.
3. West wall of basement has bow inward.
4. Significant cracking noted to basement walls.
5. Replace furnace.
6. Repair center wall and properly install columns.
7. Repair basement stairs.
8. Electrical inspection is required.
9. Front steps settling – repair or replace.
10. Repair or replace front screen door.
11. Repair broken windows.
12. Electrical, plumbing, and mechanical work must be performed by licensed contractors after appropriate permits are obtained from City of Muskegon, Inspection Services.

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 Fattinowski /lg*  
HENRY FATTINOWSKI, BUILDING INSPECTOR

*12-9-02*  
DATE

CITY OF MUSKEGON

NOTICE FOR INTERIOR INSPECTION

DATE: December 18, 2002

Address of Property: 1887 LeTarte

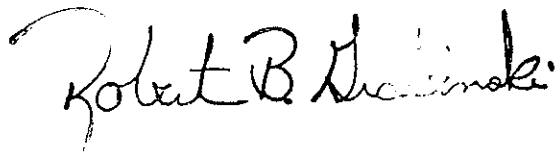
TO: ABN Amro Mortgage Group Inc. 1887 Letart, Muskegon, MI 49441  
[Name & Address of Owner]

None  
(Interested Parties)

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

We intend to inspect the interior of the building(s). Please be present to allow an interior inspection of the above described properties on **Friday, January 10, 2003** at **11:30 A.M.** Failure to appear and allow the inspection will result in this office seeking a search warrant to conduct the inspection.

CITY OF MUSKEGON INSPECTION SERVICES



Robert B. Grabinski, Director of Inspections

2002 SEP -5 AM 9:22

*Mark Fairchild*  
REGISTER OF DEEDSAFFIDAVIT OF ABANDONMENTSTATE OF MICHIGAN     )  
                                  )SS  
COUNTY OF OAKLAND    )

Sandra D. Parker being first duly sworn, deposes and says that he/she is the duly authorized agent of ABN AMRO Mortgage Group, Inc. of a certain mortgage executed on February 21, 2001, by Patrick Cloz as Mortgagor to American Financial Mortgage Corp., affiliate of North Country Bank & Trust as Mortgagee, securing certain lands, premises and property situated in the City of Muskegon, County of Muskegon, Michigan, more particularly described as:

Lot 28 of Neumann's Subdivision of Block 616 of the City of Muskegon, as recorded in Liber 8 of Plats, Page 14, Muskegon County Records.

which mortgage was duly recorded in the Office of the Register of Deeds in Muskegon County, Michigan, on March 12, 2001 in Liber 3155 on Page 572, and was assigned by said mortgagee to the ABN AMRO Mortgage Group, Inc., as assignee by an assignment dated February 21, 2001 which was received by and recorded March 12, 2001, in Liber 3155 on Page 580 Muskegon County Records, and

that Sandra D. Parker has on August 19, 2002, caused to be mailed by certified mail, return receipt requested, to the last known address of said Mortgagor, a notice that said mortgage is in default and that ABN AMRO Mortgage Group, Inc. intends to foreclose it pursuant to the provisions of Sec. 3241, Act. No. 104 Public Acts of 1971, being Compiled Laws (1948) Sec. 3241, and that the said Mortgagor has not responded to said notice; and

That ABN AMRO Mortgage Group, Inc. has caused to be made a personal inspection of the above described premises and the inspection does not reveal that the said Mortgagor or anyone claiming under him are presently occupying or intend to occupy said premises; and

That on August 22, 2002, Sandra D. Parker, has caused to be mailed by certified mail, return receipt requested, a copy of this affidavit to said Mortgagor at his last known address.

*Sandra D. Parker*  
\_\_\_\_\_  
Sandra D. Parker  
Attorney for ABN AMRO Mortgage Group, Inc.  
Trott & Trott, P.C.  
30400 Telegraph Road, Suite 200  
Bingham Farms, Michigan 48025

Subscribed and sworn to before me at Bingham Farms, Michigan this 22nd day of August, 2002

DRAFTED BY AND WHEN RECORDED  
RETURN TO: Sandra D. Parker  
Trott & Trott, P.C.  
30400 Telegraph Road, Suite 200  
Bingham Farms, Michigan 48025

*Shelley M. Forsythe*  
\_\_\_\_\_  
Shelley M. Forsythe, Notary Public  
Oakland County, Michigan  
My Commission expires: 02/10/2003

**Case #02-92 – 1887 Letart – Patrick Closz, 3527 Hoyt Lot 2, Muskegon**

This case started when the owner requested the Inspection Department investigate what he called "black mold". Mr. Closz purchased this HUD home in February 2001. He has never lived in the house because of a water problem and is currently in litigation. Every time it rains the basement gets 3 – 4 feet of water in it. Mr. Tolle was there on behalf of the bank foreclosure, as a listing agent. The water problem was discussed in detail and whose jurisdiction the drainage problem would come under- county or city.

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

A motion was made by Randy Mackie and seconded by John Warner to accept staff recommendation.

A roll call vote was taken:

AYES:

NAYES:

EXCUSED:

ABSENT:

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

Clara Shepherd

The motion carried.

**Case #02-36 – 419 W. Muskegon (Garage), Ruby Johnson, same address**

Ms. Johnson was present to represent this garage. She wants the garage demolished, but has no money and asked if the city would do it. Mr. Grabinski explained the process and stated she would be better off to have someone do it for her on her own. She stated she has things inside the garage that need to be removed. Mr. Grabinski told her it wouldn't be before June if the city demolishes.

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

A motion was made by Jon Rolewicz and seconded by Nick Kroes to accept staff recommendation.

A roll call vote was taken:

**AGENDA ITEM NO. \_\_\_\_\_**

**CITY COMMISSION MEETING 4/22/03**

**TO:** Honorable Mayor and City Commissioners

**FROM:** Bryon L. Mazade, City Manager

**DATE:** April 16, 2003

**RE:** Approval of Agreements with Muskegon Township Regarding the Sale of the Water System

**SUMMARY OF REQUEST:**

To approve the following documents for the sale of the water system in Muskegon Township to Muskegon Charter Township and settle the outstanding litigation with Muskegon Township:

1. Inter-Governmental Agreement between the City of Muskegon and Muskegon Charter Township
2. Water Purchase Contract
3. Operation and Maintenance Agreement

**FINANCIAL IMPACT:**

Sale of the water system will generate \$1 million for the City's water system.

**BUDGET ACTION REQUIRED:**

None.

**STAFF RECOMMENDATION:**

To approve the agreements.

**COMMITTEE RECOMMENDATION:**

None

**PARMENTER O'TOOLE**

*Attorneys at Law*

175 West Apple Avenue ■ P.O. Box 786 ■ Muskegon, Michigan 49443-0786  
Phone 231.722.1621 ■ Fax 231.722.7866 or 231.728.2206  
[www.Parmenterlaw.com](http://www.Parmenterlaw.com)

April 23, 2003

Gail Kunding  
City Clerk  
City of Muskegon  
933 Terrace  
Muskegon, MI

Re: **Sale of Water System**

Dear Ms. Kunding:

Enclosed please find the following fully executed original documents:

- 1) Inter-Governmental Agreement Between the City of Muskegon and the Charter Township of Muskegon, with all Attachments;
- 2) Operation and Maintenance Agreement;
- 3) Water Purchase Contract; and
- 4) Termination of 1994 Extension Agreement.

After I receive a conformed copy of the Consent Order of Dismissal, I will put together a book of all documents.

Sincerely yours,



John C. Schrier

Direct: 231.722.5401

Fax: 231.728.2206

E-Mail Address: [jcs@parmenterlaw.com](mailto:jcs@parmenterlaw.com)

c: Bryon Mazade (without copies)  
Tim Paul (without copies)  
Bob Kuhn (without copies)

**INTER-GOVERNMENTAL AGREEMENT BETWEEN**  
**CITY OF MUSKEGON AND CHARTER TOWNSHIP OF MUSKEGON**

This Agreement is effective on 4/22 2003, between the **City of Muskegon**, of 933 Terrace Street, Muskegon, Michigan ("City") and **Charter Township of Muskegon**, 1990 E. Apple Avenue, Muskegon, Michigan ("Township").

**Introduction**

A. In 1972 a Judgment was entered in the United States District Court for the Western District of Michigan in Civil Action No. 4731 that provided for the operation, guarantee of financing and ownership of Muskegon Township Water System No. 2.

B. In 1995 the parties signed an agreement providing for the 1994 extension of the Water System ("1994 Extension Agreement"), in which the City consented to the extension of the water system.

C. The parties believe that the sale to the Township of the Muskegon Township Water System No. 2 (hereinafter "Water System,") as described in Exhibit A hereto and an agreement as to the distribution between the parties of the overall costs and responsibilities related to the operation and maintenance of the Water System, now, and in the future ("Operations and Maintenance Agreement"), will resolve current and future disputes regarding the system. Acceptance and execution of this Agreement will result in a dismissal of the pending lawsuit and all disputes relating to ownership and operation of the Water System.

**Purpose of the Agreement**

The parties intend that this Agreement shall:

1. Provide the terms of sale of the Water System.
2. Identify all costs and expenses to be paid by the Township related to the transfer of ownership of the Water System.
3. Identify the respective obligations of the parties as to the future operation and maintenance of the Water System, including preserving water service to the City of Muskegon's Port City Industrial Park following the sale of the Water System.
4. Resolve certain specific issues presently between the parties:
  - a. Hydrant rentals past and future;
  - b. Provide for a vacation of the 1972 Judgment, as amended, and a termination of the 1994 Extension Agreement; and
  - c. Fully settle the pending litigation between the parties hereto.

Incorporating the above introductory provisions and the statement of purpose, the parties agree as follows:

1. **Sale of the Water System.** The City agrees to sell to the Township and the Township agrees to purchase the Water System.

2. **Purchase Price; Payment Terms.** The purchase price for the Water System is \$1,000,000, which shall be paid as follows:

a. **Downpayment.** Township shall pay the City \$500,000 in cash, certified funds or wire transfer within 30 days after the date all documents necessary to effectuate this purchase have been executed; and

b. **Balance of Purchase Price.** The balance of the purchase price shall be paid by the Township no later than 12 months following the date of the downpayment without demand for such.

3. **Required Actions of Parties.** At the time this Agreement is executed, the parties will take the following actions and deliver the following documents:

a. City will execute and deliver to Township within 15 days, following payment in full, a Bill of Sale for the Water System, a copy of which is attached as Exhibit B and copies of all as-built plans for the system as may be requested by the Township to the extent City has such;

b. The City and the Township shall execute the following agreements:

i. Operations and Maintenance Agreement, a copy of which is attached as Exhibit C;

ii. Water Purchase Contract, a copy of which is attached as Exhibit D;  
and

c. The parties shall instruct their attorneys to execute and file a stipulation for dismissal of the Lawsuit with prejudice and without costs, a copy of which is attached as Exhibit F. The parties shall execute Exhibit E to terminate the 1994 Extension Agreement and such other documents as may be reasonably requested by the respective party related to effectuating the terms of this Agreement.

4. **Responsibilities of Township Following Purchase.** Following the purchase of the Water System, the Township shall have the following responsibilities, duties, and obligations:

a. **Harvey Street Reservoir.**

i. Within two years following the effective date of this Agreement,

the Township shall pay for the acquisition and installation of the following:

(1) Separate electric and control panels; and

(2) New electric meter;

ii. Township shall own, operate, replace and maintain the pumps, valves and controls, transformer switchgear and motor control center dedicated to the Water System that are located therein;

iii. Township shall be responsible to pay for power costs, including alternate power installation and maintenance for the operation of the Water System including the Port City Industrial Park ("Industrial Park"), while the City will be responsible for electrical power costs for pumping to city mains not within the Industrial Park;

iv. Township shall be responsible to pay all costs charged by the City to maintain, operate, and calibrate telemetry devices at the filtration plant; and

v. Township shall own existing and future master meters and the City, at its discretion, may request calibration when deemed necessary pursuant to the Water Purchase Contract of even date.

**b. Keating Avenue Pump Station.**

i. Township assumes ownership of Keating Avenue Station;

ii. Township will be responsible for all of the costs, operations, and maintenance;

iii. It is anticipated that the Keating Avenue Pump Station will eventually be abandoned when the Township constructs a second reservoir; and

iv. Township shall own existing and future master meters and the City, at its discretion, may request calibration when deemed necessary pursuant to the Water Purchase Contract of even date.

**c. Evanston Avenue Elevated Tank ("Tank").**

i. Township assumes ownership of Tank;

ii. After the date of execution, Township will be responsible, at its own expense, for all Tank maintenance;

iii. Township will be responsible to pay all costs charged by the City to maintain, operate, and calibrate the telemetry systems; and

iv. City has entered into a Site Lease with NPI Wireless-Traverse City relating to the elevated tanks at Evanston Avenue, which is being sold by City to Township, and Marshall Street and Nims Street, which will remain owned by the City. A copy of the Site Lease is attached as Exhibit G. Effective upon execution of this Agreement, City agrees that Township is entitled to one-third (1/3) of all amounts payable thereafter by NPI to City pursuant to the Site Lease and in furtherance thereof City assigns all of its rights and obligations as to the Evanston Avenue site. The parties agree that the City will use its best efforts to amend the Site Lease with NPI to provide the Township with all of the rights, obligations, and protection that the City has as "owner" with respect to the Evanston Avenue tank and that such amendment may include the ability of Township to be paid directly by NPI under the terms and conditions of the Site Lease as to the Evanston Avenue tank. If such amendment cannot be effected with NPI, then payment reflecting one-third (1/3) of the future NPI payments shall be made by City to Township on a mutually agreeable schedule.

The Township will permit the City to place a communication device, without rent, on the Tank for its own use at City's cost, provided such placement does not produce interference with existing devices located thereon and does not impair or adversely affect the structural integrity or operation of the Tank.

**d. Proposed Northerly Reservoir.**

i. It is anticipated that the Township will eventually build a new ground level Northerly Reservoir to provide the Township's secondary water source. All costs related to the construction of the proposed Northerly Reservoir will be paid by entities other than the City; and additional costs for infrastructure necessary to fill said reservoir shall be shared on a mutually agreed upon basis; and

ii. Once the Northerly Reservoir is constructed, the Township as owner of the Keating Avenue Booster Station shall abandon and shut it down on a schedule determined by the Township.

**5. Responsibilities of City Following Sale.** Following the sale of the Water System, the City shall have the following responsibilities, duties, and obligations:

**a. Harvey Street Reservoir.**

i. City will maintain and replace, at City's discretion and its own expense, the containment structure;

ii. City will pay for any necessary building improvements and grounds care;

iii. City will maintain, at the Township's expense, operating, replacing, and calibrating of telemetry devices that pertain to the operation of the Water System; City, at City expense, will operate, replace and calibrate telemetry devices that pertain to the City's Water System other than the City's Port City Industrial Park;

iv. Township shall own existing and future master meters and the City, at its discretion, may request calibration when deemed necessary pursuant to the Water Purchase Contract of even date;

v. City will operate and maintain the pumps, valves and controls dedicated to City; and

vi. City shall calibrate its meters in the Industrial Park.

**b. Keating Avenue Pump Station.**

Township shall own existing and future master meters and the City, at its discretion, may request calibration when deemed necessary pursuant to the Water Purchase Contract of even date.

**c. Evanston Avenue Elevated Tank.**

i. City will, at Township's expense, maintain, operate, and calibrate telemetry device for the tank; and

ii. Within 90 days of closing, unless weather prohibits, City will paint "Township of" on the water tower subject to Township's prior approval.

**d. Proposed Northerly Reservoir.**

i. Township shall own existing and future master meters and the City, at its discretion, may request calibration when deemed necessary pursuant to the Water Purchase Contract of even date; and

ii. Once constructed, the City will be responsible to fill the Proposed Northerly Reservoir using City normal operating water pressure.

**e. Industrial Park.** The City will maintain, at its own expense, the transmission mains that run through the Industrial Park which serve the Water System.

**6. Billing Services.** The City shall provide billing services for the Township at no charge for a period of twelve months commencing on the date the Township pays the down payment of the purchase price to the City. At the conclusion of the twelve month period, the City and Township may agree to continue having the City undertake the billing function based upon a mutually agreeable fee. City shall send notice to Township customers of water

rate adjustments effective upon separation, based upon mutually agreeable language. During the period that the City provides billing services to the Township, the Township agrees to defend against and pay claims solely related to water rate increases initiated by Township.

7. **Hydrant Rental Fees.** The parties agree that all claims for fees or credits for past or future hydrant rentals are waived.

8. **Restrictions Regarding Use of Water System.** The Township agrees as follows:

a. **Compatibility.** The City must approve of all specifications pertaining to supply systems such as telemetry compatibility, pumps, operators, valving, and metering. Any new or replacement items that are added to or used upon the Water System must be compatible with the operations of the City's water system. It shall be in the sole discretion of the City whether such is compatible;

b. **No Additional Pressure Boosting Stations.** No new in-line pressure boosting stations will be permitted to be connected to the City system, it being the intent of the parties that the Keating Avenue Pumping Station shall be the only such station permitted on the Water System; and

c. **Maximum Water Supply and Geographical Area.** At no time shall the water usage by the Township exceed 3.6 MGD peak day, and the geographical area for which the City shall provide water shall be limited to Muskegon, Egelston, and Moorland Townships.

9. **Arbitration.** Any controversy or claim arising out of or relating to this Agreement, or breach thereof, but specifically excluding the Water Purchase Agreement and Operation and Maintenance Contract, shall be settled by arbitration. In the event of arbitration pursuant to any provision contained herein, each party shall select an individual to serve on the arbitration panel and the two so selected shall select a third. All arbitrators selected herein shall have with expertise to resolve the arbitrable issue(s). The three shall form the arbitration panel with the votes of two necessary to resolve any issue(s) submitted to arbitration. Each party shall bear their costs and the cost of the person they select to serve on the panel. The cost of the neutral arbitrator and incidental costs, room rental, etc., shall be split evenly between the two parties. The parties agree that the Arbitration Hearings shall be held in Muskegon County.

10. **Miscellaneous.**

a. **Governing Law.** This Agreement shall be governed in all respects by the laws of the State of Michigan.

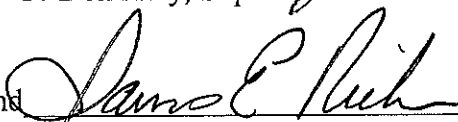
b. **Entire Agreement.** This Agreement sets forth the entire understanding of the parties with respect to its subject matter. This Agreement supersedes and/or replaces any oral or written Agreement(s) relating to the subject matter entered into by the parties before the date of this Agreement.

c. **Additional Agreements.** Buyer and Seller agree to enter into any further agreements, contracts or consents necessary to fully effectuate the terms of this Agreement.

The parties have executed this Agreement with the consent and approval of their governing bodies. It is effective on the effective date set forth above.

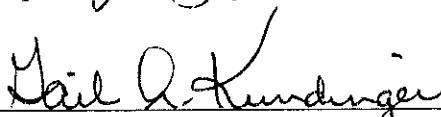
**Charter Township of Muskegon**

By   
P. Don Aley, Supervisor

and   
James E. Nielsen, Clerk

**City of Muskegon**

By   
Stephen J. Warmington, Mayor

and   
Gail A. Kunderinger, MMC, Clerk

## **EXHIBIT A**

### **MUSKEGON TOWNSHIP WATER SYSTEM NO. 2 FACILITIES AND COMPONENTS**

500,000 GALLON ELEVATED STORAGE TANK ON EVANSTON AVENUE INCLUDING INSTRUMENTATION AND WARRANTIES, IF ANY, AND RADIO TELEMETRY EQUIPMENT.

KEATING AVENUE PUMP STATION (1316 KEATING AVENUE) INCLUDING ELECTRICAL EQUIPMENT, PUMPS, MOTORS, VALVES, INSTRUMENTATION AND RADIO TELEMETRY EQUIPMENT.

PUMPS, VALVES, AND CONTROLS DEDICATED TO THE TOWNSHIP PRESSURE ZONE LOCATED IN THE HARVEY STREET RESERVOIR (2501 S. HARVEY STREET) INCLUDING TRANSFORMER, SWITCH-GEAR, MOTOR CONTROL CENTER, INSTRUMENTATION AND RADIO TELEMETRY EQUIPMENT.

ALL EXISTING LEASES FOR COMMUNICATIONS DEVICES LOCATED ON THE EVANSTON AVENUE ELEVATED TANK.

MUSKEGON TOWNSHIP WATER SYSTEM NO. 2 LOCATED WITHIN THE CHARTER TOWNSHIP OF MUSKEGON AND ALL APPURTENANCES, EXTENSIONS, AND AS-BUILT DRAWINGS, EXCEPTING THEREFROM THE 24" TRANSMISSION MAIN FROM THE HARVEY STREET RESERVOIR SUPPLYING THE ENTIRE MUSKEGON TOWNSHIP SYSTEM AND THE PIPING SYSTEM, INCLUDING ALL APPURTENANCES, WITHIN THE CITY'S INDUSTRIAL PARK BOUNDARIES.

8 INCH AND 12 INCH WATER MAIN IN LAKETON AVENUE RIGHT OF WAY WITHIN THE CITY OF MUSKEGON FROM ROUSE STREET EASTWARD.

12 INCH PIPE IN KEATING AVENUE WITHIN THE CITY OF MUSKEGON EXITING FROM THE KEATING AVENUE LIFT STATION EASTWARD WHICH WILL BE ABANDONED UPON THE COMPLETION OF THE NORTHERLY RESERVOIR.

**EXHIBIT B**  
**BILL OF SALE**

**BILL OF SALE AND ASSIGNMENT**

**The City of Muskegon**, of 933 Terrace Street, Muskegon, Michigan ("City"), for valuable consideration, the receipt of which is acknowledged, sells, warrants, and assigns to **Charter Township of Muskegon**, of 1990 E. Apple Avenue, Muskegon, Michigan ("Township") all of its right, title, and interest in certain water system facilities and components, commonly referred to as the Muskegon Township Water System No. 2 (the "Water System"), specifically identified on attached Exhibit A.

City covenants and agrees with Township to warrant and defend title to the Water System transferred against any and all persons and claims.

City further represents and warrants, as follows:

1. City has the full right to sell and transfer the Water System.
2. City warrants that title to the Water System is clear and unencumbered, and agrees to defend that title as vested, by reason of this sale, in Township against any and all claims.

The Water System is sold without any express or implied warranties, except the warranties specifically stated above. The Township has had ample opportunity to inspect the Water System. City makes no representations about the condition, performance, or safety of the Water System as they exist now.

City has executed this Bill of Sale on \_\_\_\_\_, \_\_\_\_\_.

**City – City of Muskegon**

By \_\_\_\_\_  
Stephen J. Warmington, Mayor

and \_\_\_\_\_  
Gail A. Kunding, MMC, Clerk

*we don't  
sign these  
until we get them  
million dollars*  
*gk*

Concrete Poles (800)55-AMERON Steel Poles (800)28-AMERON

\_\_\_\_\_, Notary Public  
Muskegon County, Michigan  
My Comm. Expires: \_\_\_\_\_

**EXHIBIT C**

**OPERATIONS AND MAINTENANCE AGREEMENT**

## **OPERATION AND MAINTENANCE AGREEMENT**

This Agreement is effective on APRIL 22, 2003, between the **City of Muskegon**, 933 Terrace Street, Muskegon, Michigan ("City"), and the **Charter Township of Muskegon**, 1990 East Apple, Muskegon, Michigan ("Township").

### **Introduction**

A. In 1972 a Judgment was entered in the United States District Court for the Western District of Michigan that provided for the operation, guarantee of financing and ownership of the Muskegon Township Water System No. 2 located in Township.

B. The City and Township have entered into a contract for the sale of the Muskegon Township Water System No. 2 as described in Exhibit A of the "Inter-Governmental Agreement between City of Muskegon and Charter Township of Muskegon" ("Water System").

C. The Township and City desire to enter into a contract for the City to provide operation and maintenance functions of the Water System.

### **THE PARTIES AGREE AS FOLLOWS:**

1. **Maintenance Function.** The City agrees to provide emergency on-call maintenance, routine maintenance and meter reading.
2. **Rate.** City shall charge Township on a time-and-material basis, as follows:
  - a) **Material.** City shall charge Township for all materials at cost plus the City Commission standard overhead rate, which is presently fifteen percent (15%). City shall provide itemized bills for materials.
  - b) **Sub-contractors.** City shall charge Township for all sub-contractors at cost plus the City Commission determined standard overhead rate, which is presently fifteen percent (15%). City shall provide itemized bills for sub-contractors.
  - c) **Time.** City shall charge Township for all time attributable to the Water System, including travel time and any minimum time that the City is obligated to pay an employee. City shall charge the Township the hourly rate the City pays the employee performing the work, plus a calculated percentage to cover fringe benefits and other non-direct costs plus the City Commission determined standard overhead rate, which is presently fifteen percent (15%). The calculated percentage multiplier shall be determined annually based on the current City of Muskegon Water Utility Maintenance Budget.

d) **Equipment.** The charge for equipment shall be at the rate that the State of Michigan sets for equipment rental. If the State does not have such a charge, the rate shall be that set by the City.

e) **Rate Changes.** As the hourly rates for employees and cost of fringe benefits change, City shall immediately inform Township as to changes in hourly rates, fringe benefit costs, and overhead rate. Changes in the overhead rate will be applied prospectively, only, but the hourly rate and fringe benefit cost may be changed retroactively, but only if the settlement of a labor contract results in a change in the hourly rate of City employees.

3. **Payment.** Township shall pay City, as follows:

a) **Annual Fee.** Township shall pay City on a calendar year basis an amount equal to one man year equivalent (\$80,000 in calendar year 2003). The annual one man year equivalent will be determined each year based on the annual City of Muskegon Water Maintenance Budget and will be equivalent to the estimated cost of one man year. The formula for determining the one man year equivalent, using actual 2003 figures, is attached as Exhibit A. City shall bill the Township on a monthly basis for the amount owed on the Water System for the previous month. The Township shall pay any such monthly bill within 30 days of receipt. At the end of each calendar year there shall be a reconciliation between what the Township actually paid during that calendar year and the amount equal to one man year equivalent for that particular year. To the extent that the Township paid less than the amount established for that particular calendar year's one man year equivalent, Township shall pay the difference to the City within thirty (30) calendar days. The annual fee shall be on a pro rata basis for calendar year 2003.

b) City shall send an invoice to Township for materials, sub-contractors, and equipment on a regular basis, in any event not later than the 30th day of the month following the close of the month in which such services were rendered. Township shall pay such charges within thirty (30) days.

4. **Arbitration.** Each party shall have the right to arbitrate disputes relating to this contract, except for disputes relating to the hourly rate of City employees and the calculated percentages to cover fringe benefits and other non-direct costs. As to arbitrable matters each party shall select an individual to serve on the arbitration panel and the two so selected shall select a third. All arbitrators selected herein shall have expertise to resolve the arbitrable issue(s). The three shall form the arbitration panel, with the votes of two necessary to resolve any matter. The cost of the neutral arbitrator, and any incidental expenses, shall be split evenly by the parties. The arbitration award may be entered in any court having jurisdiction. Arbitration Hearings shall be held in Muskegon County, Michigan.

5. **Miscellaneous.**

a. **Governing Law.** This Agreement shall be governed in all respects by the laws of the State of Michigan.

b. **Entire Agreement.** This Agreement sets forth the entire understanding of the parties with respect to its subject matter. This Agreement supersedes and/or replaces any oral or written Agreement(s) relating to the subject matter entered into by the parties before the date of this Agreement.

c. **Additional Agreements.** City and Township agree to enter into any further agreements, contracts or consents necessary to fully effectuate the terms of this Agreement.

d. **Termination.** Either party may terminate this contract on one hundred eighty (180) days notice.

e. **Assignment.** This contract may be assigned by the Township to the County of Muskegon or an entity consisting of the Township, County of Muskegon, Egelston Township, Moorland Township and/or the Northside water system after notification to Seller. Assignment to any other entity, or an entity which includes entities other than specified above, shall only be permitted upon prior review and approval of Seller, which shall not be unreasonably withheld.

The parties have executed this Agreement with the consent and approval of their governing bodies. It is effective on the effective date set forth above.

**Charter Township of Muskegon**

Date: 4/22, 2003

By P. Don Aley  
P. Don Aley, Supervisor

Date: 4/22, 2003

and James E. Nielsen  
James E. Nielsen, Clerk

**City of Muskegon**

Date: 4/22, 2003

By Stephen J. Warmington  
Stephen J. Warmington, Mayor

Date: 4/22, 2003

and Gail A. Kunding  
Gail A. Kunding, MMC, Clerk

|  |                                                |                                                                                  |                  |                 |                  |
|--|------------------------------------------------|----------------------------------------------------------------------------------|------------------|-----------------|------------------|
|  | Total Chargeable Salaries                      | Excluding vacations, sick leave, holidays                                        |                  |                 |                  |
|  | Fringes                                        | Includes vacations,sick leave,holidays                                           |                  |                 |                  |
|  | Supervision + Fringes                          |                                                                                  |                  |                 |                  |
|  | Contractual Services                           | Not charged directly- Laundry Service,Medical Services,Printing, Building rental |                  |                 |                  |
|  | Supplies                                       | Publications, memberships,uniforms,tools,repair supplies,equipment supplies      |                  |                 |                  |
|  | Other                                          | Training, Travel,Seminars                                                        |                  |                 |                  |
|  | Minor Capital                                  | Equipment purchases, equipment repair                                            |                  |                 |                  |
|  | <b>Example Multiplier Calculation</b>          |                                                                                  |                  |                 |                  |
|  | Chargeable Salaries                            |                                                                                  | 783,877.00       |                 |                  |
|  | Fringes                                        |                                                                                  | 432,073.00       |                 |                  |
|  | Supervision + Fringes                          |                                                                                  | 369,314.00       |                 |                  |
|  | Contractual Services                           |                                                                                  | 229,763.00       |                 |                  |
|  | Supplies                                       |                                                                                  | 46,802.00        |                 |                  |
|  | Other                                          |                                                                                  | 6,662.00         |                 |                  |
|  | Minor Capital                                  |                                                                                  | 8,346.00         |                 |                  |
|  |                                                |                                                                                  | 1,092,960.00     | / 783,877.00    | 1.394            |
|  |                                                |                                                                                  |                  |                 | <u>1.000</u>     |
|  |                                                |                                                                                  |                  |                 | 2.394 MULTIPLIER |
|  |                                                |                                                                                  |                  | 15.96hr X 2.394 | \$38.20 HR       |
|  | <b>Example Man Year Equivalent Calculation</b> |                                                                                  | 2080hr x \$38.20 | \$79,456        | Year             |

**EXHIBIT D**  
**WATER PURCHASE CONTRACT**

## WATER PURCHASE CONTRACT

This contract for the sale and purchase of water is entered into as of the 22 day of APRIL, 2003, between the **CITY OF MUSKEGON**, a Michigan Municipal Corporation, 933 Terrace Street, Muskegon, Michigan 49442, hereinafter referred to as the "Seller," and the **CHARTER TOWNSHIP OF MUSKEGON**, a Michigan Municipal Corporation, 1990 E. Apple Avenue, Muskegon, Michigan hereinafter collectively referred to as the "Purchaser",

### WITNESSETH:

WHEREAS, the Seller owns and operates a water supply distribution system with a capacity currently capable of serving the present customers of the Seller's system and the estimated number of water users to be served by the said Purchaser pursuant to this contract; and

WHEREAS, Purchaser, contemporaneous with this agreement, will be acquiring the Muskegon Township Water District No. 2 as described in Exhibit A of the "Inter-Governmental Agreement Between City of Muskegon and Charter Township of Muskegon" ("Water System"), which presently provides water to certain portions of Muskegon Township, and may provide water to additional areas in Muskegon Township, as well as Egelston Township and Moorland Township.

### SELLER AGREES:

1. Quality and Quantity. To furnish the Purchaser at the point of delivery hereinafter specified, during the term of this contract or any renewal or extension thereof, potable treated water meeting applicable purity standards of the State of Michigan, Department of Public Health, Division of Water Supply in such quantity as may be required by the Purchaser not to exceed 3.6 million gallons per peak day.
2. Point of Delivery and Pressure. That water will be furnished at normal City operating pressures at ground level reservoirs (current and future). Emergency failures of pressure of supply due to main supply line breaks, power failure, flood, fire and use of water to fight fire, earthquake or other catastrophe shall excuse the Seller from this provision for such reasonable period of time as may be necessary to restore service.
3. Reading of Meters. The master metering equipment shall be read on a regular basis at least once per month. Final billable flows to the Purchaser will be determined by subtracting flows from the City's customer meters in the City's Industrial Park from the Purchaser's master meter readings to determine net Purchaser flow.

4. Billing Procedure. To furnish the Purchaser at the above address, on a regular basis, with an itemized statement of the amount of water furnished the Purchaser during the preceding month.

PURCHASER AGREES:

1. Rates and Payment Date. To pay the Seller, not later than 30 days after invoice for water delivered in the previous month in accordance with the following schedule of rates:
  - a. A rate equal to 1.35 times the rate charged by the Seller to its own customers within the City of Muskegon during the existence of this contract. Such charge to be determined by applying such rate to the actual units of water delivered, as calculated from the above master meter reading procedure. Purchaser agrees that it has the right but not the obligation to examine and review Seller's costs to supply water. Purchaser and Seller agree that the rate agreed upon (135%) is acceptable for the term of this contract and not legally invalid.
  - b. Bills not paid after due date shall be subject to be paid with interest at 12% per annum from their due date until paid.
  - c. That master meters registering not more than two percent (2%) above or below the test result shall be deemed to be accurate. The previous readings of any meter, disclosed by test to be inaccurate, shall be corrected for the six (6) seasonally adjusted months previous to such test in accordance with the percentage of inaccuracy found by such tests. If any meter fails to register for any period, the amount of water furnished during such period shall be deemed to be the amount of water delivered in the corresponding period in the previous year, unless Seller and Purchaser shall agree upon a different amount.
2. Purpose of Purchased Water.
  - a. That water purchased is for purposes of supplying water to the areas of the Charter Township of Muskegon, and possibly Egelston Township, and Moorland Township. Purchased water shall not be supplied outside of those areas without the express written consent of the Seller or by an amendment to this contract.
  - b. Purchaser agrees that it shall purchase all its water supply from Seller, delivered through the master meter(s). There shall be no purchase of water by Purchaser for its municipal system from any other source, and the water supply furnished by Seller shall be solely for consumption within the corporate boundaries of Purchaser except when connection is

made for Egelston Township and Moorland Township.

3. Backflow Prevention. Purchaser agrees to include in its system all necessary devices to prevent backflow of any kind into the Water System which might contaminate the Water Systems of Seller or Purchaser from backflows occurring in Purchaser.
4. Master Meter Replacement and Calibration.
  - a. The Purchaser shall own existing and future master meters which meter total flow of water into the Water System. If the condition of any master meter indicates the need for replacement, the Purchaser shall do so at its cost. The Purchaser shall pay costs for all annual recalibrations.
  - b. Annual recalibration of master meters by Purchaser at Purchaser's cost shall coincide with annual recalibration of City Industrial Park customer meters equal to or larger than 4 inches at City cost.
  - c. The Seller may at its discretion request calibration of the Purchaser's master meters when deemed necessary. The cost for the calibration shall be paid by the Purchaser if calibration is over two percent (2%) accuracy of the meter. The cost for the calibration shall be paid by the Seller if calibration is not over two percent (2%) accuracy of the meter.
  - d. The Purchaser may at its discretion request calibration when deemed necessary of City Industrial Park customer meters equal to or larger than 4 inches. The cost for the calibration shall be paid by the Seller if calibration is over two percent (2%) accuracy of the meter. The cost for the calibration shall be paid by the Purchaser if calibration is not over two percent (2%) accuracy of the meter.

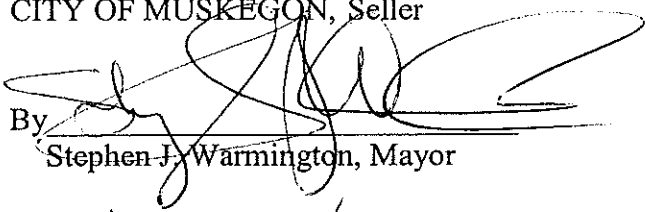
IT IS FURTHER MUTUALLY AGREED BETWEEN THE SELLER AND THE PURCHASER AS FOLLOWS:

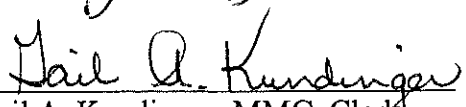
1. Term of Contract. That this contract shall extend until December 31, 2021, and, thereafter, may be renewed or extended for such term, or terms, as may be agreed upon by the Seller and Purchaser.
2. Failure to Deliver. That the Seller will, at all times, operate and maintain its system in an efficient manner, and will take such action as may be necessary to furnish the Purchaser with quantities of water required by the Purchaser. Temporary or partial failures to deliver water shall be remedied with all possible dispatch. In the event of an extended shortage of water, or the supply of water available to the Seller is otherwise diminished over an extended period of time, the supply of water to Purchaser's consumers shall be reduced or diminished in the same ratio or proportion as the supply to Seller's other consumers.

3. Modification of Contract. That the provisions of this contract, pertaining only to the schedule of rates to be paid by the Purchaser for water delivered, are subject to modification on 90 day's notice. Other provisions of this contract may be modified or altered only by mutual agreement.
4. Regulatory Agencies. This contract is subject to such rules, regulations, or laws as may be applicable to similar agreements in this State. The Seller and Purchaser will cooperate in obtaining such permits, certificates, or the like, as may be required to comply therewith.
5. Successor to the Purchaser. In the event of any occurrence rendering the Purchaser incapable of performing under this contract, any successor of the Purchaser, whether the result of legal process, assignment, or otherwise, shall succeed to the rights of the Purchaser hereunder.
6. Assignment. This contract may be assigned to the County of Muskegon or an entity consisting of the Purchaser, County of Muskegon, Egelston Township, Moorland Township and/or the Northside water system after notification to Seller. Assignment to any other entity, or an entity which includes entities other than specified above, shall only be permitted upon prior review and approval of Seller, which shall not be unreasonably withheld.

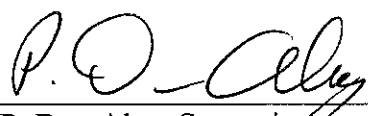
In witness whereof, the parties hereto, acting under authority of their respective governing bodies, have caused this contract to be duly executed.

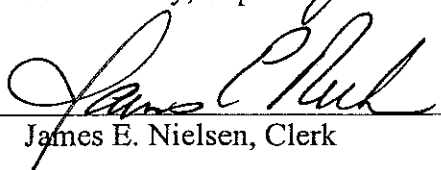
CITY OF MUSKEGON, Seller

By   
Stephen J. Warmington, Mayor

and   
Gail A. Kunding, MMC, Clerk

CHARTER TOWNSHIP OF MUSKEGON,  
Purchaser

By   
P. Don Aley, Supervisor

and   
James E. Nielsen, Clerk

**EXHIBIT E**

**TERMINATION OF 1994 EXTENSION AGREEMENT**

### TERMINATION OF 1994 EXTENSION AGREEMENT

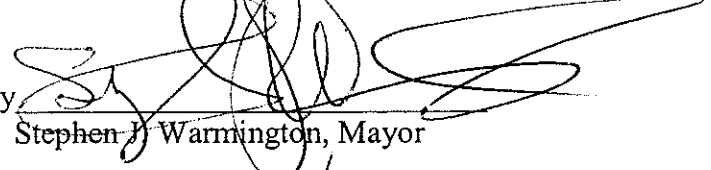
Effective this 22 day of APRIL, 2003, the **CITY OF MUSKEGON**, a Michigan Municipal Corporation, 933 Terrace Street, Muskegon, Michigan 49442, hereinafter referred to as the "City," and the **CHARTER TOWNSHIP OF MUSKEGON**, a Michigan Municipal Corporation, 1990 E. Apple Avenue, Muskegon, Michigan hereinafter collectively referred to as the "Township", agree as follows:

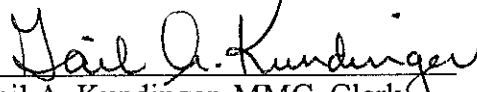
1. In 1995, the parties signed an agreement providing for the 1994 extension of the Muskegon Township Water System No. 2 ("Water System"), in which the City consented to the extension of the Water System.

2. Contemporaneous with this Agreement, the parties have executed an agreement entitled the "Inter-Governmental Agreement Between the City of Muskegon and the Charter Township of Muskegon" which provides for the sale of the Water System by the City to the Township.

3. Based on the sale of the Water System, the 1994 Extension Agreement is hereby null and void and of no further effect and any obligations pursuant to the 1994 Extension E Agreement are waived.

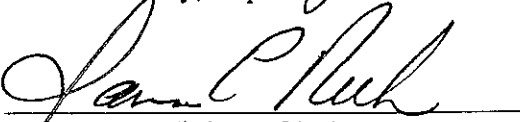
CITY OF MUSKEGON

By   
Stephen J. Warmington, Mayor

and   
Gail A. Kunderinger, MMC, Clerk

CHARTER TOWNSHIP OF MUSKEGON

By   
P. Don Aley, Supervisor

and   
James E. Nielsen, Clerk

**EXHIBIT F**  
**DISMISSAL OF LITIGATION**

UNITED STATES DISTRICT COURT FOR THE  
WESTERN DISTRICT OF MICHIGAN

FILED - GR

03 APR 23 PM 3:37

CLERK  
DISTRICT COURT  
WESTERN DISTRICT MICH

CHARTER TOWNSHIP OF MUSKEGON,

FILE NO. 1:00-CV-717

Plaintiff,

HON. ROBERT HOLMES BELL

v.

CITY OF MUSKEGON,

Defendant.

\_\_\_\_\_  
Phillip A. Grashoff, Jr. (P14279)  
VARNUM, RIDDERING, SCHMIDT & HOWLETT, LLP  
Attorneys for Charter Township of Muskegon  
formerly Muskegon Township  
333 Bridge Street, N.W.  
Grand Rapids, MI 49504  
(616) 336-6431

\_\_\_\_\_  
John C. Schrier (P36702)  
Scott R. Sewick (P54392)  
PARMENTER O'TOOLE  
Attorneys for Defendant City of Muskegon  
175 W. Apple Avenue  
P.O. Box 786  
Muskegon, MI 49443-0786  
(231) 722-1621

CONSENT ORDER OF DISMISSAL

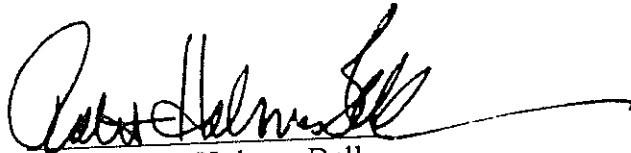
At a session of said Court held in the U.S. District Court, Western  
District of Michigan, on this 23 day of April, 2003.

Present: Hon. Robert Holmes Bell

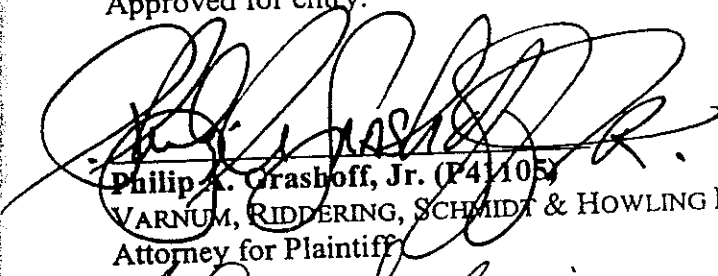
The Court having reviewed the parties' stipulation to dismiss the complaint with  
full prejudice and without costs and the court otherwise being duly advised in the  
premises;

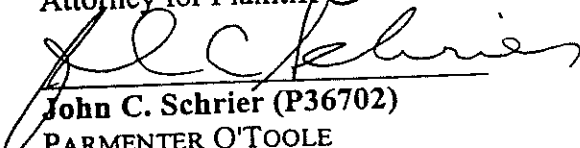
IT IS ORDERED that the complaint filed in this cause be hereby dismissed with prejudice and without costs.

IT IS FURTHER ORDERED that the judgment entered by the Honorable Wallace W. Kent on June 15, 1972 in case number 4731 is hereby vacated and held for naught.

  
Hon. Robert Holmes Bell

Approved for entry:

  
Philip A. Grashoff, Jr. (P41105)  
VARNUM, RIDDERING, SCHMIDT & HOWLING LLP  
Attorney for Plaintiff

  
John C. Schrier (P36702)  
PARMENTER O'TOOLE  
Attorney for Defendant

Certified as a True Copy  
By  Ronald C. Wasken, Sr., Clerk  
Deputy Clerk  
U. S. District Court  
Western Dist. of Michigan  
Date 4/23/83

**EXHIBIT G**

**EVANSTON AVENUE ELEVATED TANK LEASES**

98-98(d)

## SITE LEASE

THIS SITE LEASE ("**Lease**") is made and entered into on this 1st day of October, 1998, by and between City of Muskegon, a Michigan Municipal Corporation, whose address is 933 Terrace Street, P.O. Box 536, Muskegon, Michigan 49443 ("**Owner**"), and NPI WIRELESS-TRAVERSE CITY, LLC, a Michigan Limited Liability Company, whose address is 3054 Cass Road, Traverse City, Michigan 49684 ("**NPI**").

### WITNESSETH:

1. **Leased Site.** Owner leases to NPI, and NPI hires from Owner, on the terms and subject to the conditions contained herein, space at the top of three existing water towers located at Marshall Street, Muskegon, Michigan, Nims Street, Muskegon, Michigan, and Evanston Street, Muskegon, Michigan ("**Water Towers**"), and a 100 square foot area at the base of the Water Towers, which is required for cable runs to connect NPI equipment and an easement for the right of access thereto and for a suitable service of electricity, telephone and other utility facilities under the property described on attached **Exhibit A** (collectively, the "**Site**"). The parties acknowledge and agree that Owner's execution of this lease constitutes a permit for NPI to use the Site and that NPI intends to locate at the Site shown on attached **Exhibit A**, a PCS antenna array and associated cables, wires, electrical equipment, base station, etc. (the "**Antenna Facilities**").

2. **Term.** The initial term ("**Initial Term**") of this Lease shall be for a period of ten (10) years, commencing on the date this Lease is executed on behalf of NPI (the "**Commencement Date**").

3. **Renewal Option.** NPI may extend this Lease after the Initial Term for an additional ten (10) year period (the "**Extension Term**") provided that NPI gives Owner written notice of its intention to extend this Lease at least ninety (90) days before the expiration of the Initial Term. The word "**Term**" as used in this Lease shall include the Initial Term and any Extension Term.

4. **Rent.** NPI shall pay to Owner monthly rent during the Term of this Lease in the amounts set forth in the attached **Exhibit B**, payable in advance in monthly installments on the first day of each month during the Term ("**Rent**"). The Rent payments for the partial months at the beginning and end of the Term shall be appropriately prorated. The first Rent payment will be due when NPI begins installing its equipment. All payments shall be made by check mailed to Owner at the address set forth above, care of Robert H. Kuhn, Director of Public Works, or such other place as Owner may from time to time designate in writing. A change of Owner's address will be effective ten (10) days after notice of same has been given to NPI.

5. **Possession.** NPI shall take non-exclusive possession of the Site on the Commencement Date.

6. **Use of the Site.**

a. NPI, at NPI's sole expense, may use the Site for the installation, operation and maintenance of its Antenna Facilities for the transmission, reception and operation of a communications system and uses incidental thereto, and for the storage of related equipment in accordance with the terms of this Lease. Owner may permit others to use other portions of the Water Towers and/or the Site. NPI's installation of all such Antenna Facilities shall be done according to plans approved by Owner. NPI shall be strictly liable for any contamination caused to water in the Water Towers or damage done to the Water Towers and/or the Site during installation and/or during operations. Any contamination caused to water in the Water Towers shall be remedied by NPI within twenty-four (24) hours of being notified of the same. Any damage done to the Water Towers and/or the Site during installation and/or during operations shall be repaired or replaced within ten (10) days at NPI's sole expense and to Owner's sole satisfaction.

b. NPI shall, at NPI's sole expense, comply with all present and future federal, state and local laws, ordinances, rules and regulations (including laws and ordinances relating to health, radio frequency emissions, other radiation and safety), if applicable, in connection with the use, operation, maintenance, construction and/or installation of the Antenna Facilities and/or the Site. Owner agrees to reasonably cooperate with NPI in obtaining any federal licenses and permits required for or substantially required by NPI's use of the Site.

c. Upon termination of this Lease, if requested to do so by Owner, NPI, shall remove the Antenna Facilities and all support structures that are not shared or used by another user of the Water Towers and/or the Site for the premises. Such removal shall be done in a workmanlike and careful manner and without interference or damage to the water in the Water Towers, the Water Towers and/or the Site, or any other equipment, structures or operations on the Site, including use of the Site by Owner or any of Owner's assignees or lessees. NPI agrees that in addition to any removal required by Owner pursuant to this paragraph, NPI shall also restore the Site to the reasonable satisfaction of Owner. All costs and expenses for the removal and restoration performed by NPI pursuant to this paragraph shall be borne solely by NPI, and NPI shall hold Owner harmless from any portion thereof.

d. Owner reserves the right to install additional bracketing material or similar structural supports to allow for the co-location of other lessees' antenna or similar radiating or broadcasting equipment. Owner agrees, as a precondition to any such additional installation, to provide all reasonable and necessary assurances to NPI that such co-location will not disturb, disrupt or cause harm to NPI's antenna or radiating equipment. Should NPI cause or have cause to terminate this Lease, Owner shall have the right to cause NPI to remove all supporting attachments placed on the Water Towers and/or the Site by NPI or elect not to cause NPI to remove its supporting hardware.

7. **Equipment Upgrade.** NPI may update or replace the Antenna Facilities from time to time with the prior written approval of Owner, which approval shall not be unreasonably withheld, provided that the replacement facilities are not greater in number or size than the existing facilities and that any change in their location on the Water Towers and/or the Site is satisfactory to Owner. NPI, at NPI's sole expense, shall submit to Owner a detailed proposal for any such replacement facilities and any supplemental materials as may be requested for Owner's evaluation and approval.

8. **Maintenance.**

a. NPI shall, at NPI's sole expense, maintain the Antenna Facilities on or attached to the Site in a safe condition, in good repair and in a manner suitable to the Owner so as not to conflict with the use of or other leasing of the Water Towers and/or the Site by Owner. In carrying out its maintenance responsibilities, NPI shall not interfere with the use of the Water Towers and/or the Site, the premises, related facilities or other equipment of other tenants.

b. NPI shall have sole responsibility for the maintenance, repair and security of its equipment, personal property, Antenna Facilities, and leasehold improvements, and shall keep the same in good repair and condition during the term of this Lease.

c. NPI shall keep the Site free of debris and anything of a dangerous, noxious or offensive nature or which would create a hazard or undue vibration, heat, noise or interference.

9. **Utilities.** During the Term of this Site Lease, NPI may tie into and use any electric lines or facilities installed or used by the Owner which exist from time to time, on, in, under, above, or across the Site at NPI's cost. NPI agrees to install a meter for the communications facility and agrees to the reading of such meter quarterly. NPI will pay Owner for the amount of said utilities used during such quarterly period. The cost to maintain, repair, operate and replace the electric facilities, upgrades, extensions or tie-ins to the Site requested by NPI shall be paid by NPI. NPI shall promptly repair at NPI's expense any damage occasioned by said construction or maintenance on the Site. NPI shall be responsible for all charges for utilities required for NPI's operation of the communications facility on the Site. To secure and facilitate payment, NPI will provide Owner with escrowed funds to be replenished whenever determined necessary by Owner in the amount of Five Hundred (\$500.00) Dollars for payment of said utility usage.

10. **Taxes.** NPI shall be responsible for paying all personal property taxes assessed directly upon and arising solely from its own use of the Antenna Facilities on the Site during the Term of this Lease.

11. **Use of Technician/Inspectors.** Notwithstanding anything contained herein to the contrary, in order to protect the health, welfare and safety of its residents, Owner shall have the right to have a technician and or inspector witness all work done at the Site by NPI or its contractors. Accordingly, NPI shall give Owner reasonable advance notice of all work to be performed at the Site.

12. **Interference.** NPI's installation, operation, and maintenance of its Antenna Facilities shall not damage or interfere in any way with Owner's Water Towers and/or the Site's operations or related repair and maintenance activities or with such activities of other tenants of the Water Towers and/or the Site. Owner, at all times during this Lease, reserves the right to take any action it deems necessary, in its sole discretion, to repair, maintain, alter or improve the Site in connection with city operations as may be necessary, including leasing parts of the Water Towers and/or the Site and surrounding ground space to others.

Any requests received by Owner for co-location on the Water Towers and/or the Site from any other third party shall be granted at the sole discretion of Owner. Owner shall require such reasonable measures as Owner determines are necessary by other lessees to avoid interference with NPI's communication, reception or computer functions at the site. In the event of an objection by NPI concerning other installations except those for city functions, the Owner shall mediate the positions of competing users of the site to accommodate NPI and the other users and avoid interference. Owner shall require all users to avoid any interference with other users. If interference cannot be avoided, then the first user in time shall have priority and any interfering user shall be removed from the Site.

NPI represents and warrants to Owner that the operation of the Antenna Facilities at the Site will not interfere with any communications, reception or computer functions at the Site or adjacent properties, other than those installed by third parties subsequent to the execution of this Lease. Such interference shall be dealt with by Owner and NPI as provided in this section.

13. **Insurance.** NPI shall maintain, at its sole cost during the Term of this Lease, commercial general liability insurance insuring NPI against liability for personal injury, death or damage to personal property arising out of the use of the Site by NPI. Such insurance shall provide coverage in an amount not less than \$3,000,000 for bodily injury, including death, arising from any one occurrence, and \$3,000,000 for damage to the property arising from one occurrence. NPI shall provide Owner with a certificate of insurance evidencing such coverage which states that the carrier has insured NPI for all liabilities under this Lease and that it will not cancel or change any policy of insurance issued to NPI except after thirty (30) days notice in writing to Owner. Owner shall be added to the policy as an additional insured. The fact that NPI is required to furnish insurance in accordance with this paragraph or the fact that such insurance is furnished does not and shall not relieve NPI from its obligations to Owner under the provisions of Paragraph 17 of this Lease for any deficiency amount of which NPI is responsible to Owner.

14. **NPI'S Property.** All Antenna Facilities installed by NPI at the Site shall remain the property of NPI and shall not be subject to any lien or encumbrance of Owner or any third party acting pursuant to an agreement with Owner.

15. **Damage to the Owner's Facilities.** NPI shall exercise reasonable precaution to avoid damage to the Water Towers and/or the Site, including contamination caused to the water supply, and, hereby assumes all responsibility for any and all loss or damage to such facilities caused by NPI. NPI shall make an immediate report to Owner of the occurrence of any damage and agrees to reimburse Owner for the reasonable expense incurred in making repairs upon NPI's receipt of a written invoice from Owner's contractor evidencing both the cost of the repairs and that the repairs were completed.

16. **Maintenance of the Water Towers and the Site.** Owner shall maintain in good order and repair the Water Towers and/or the Site so that it will adequately support all of NPI's Antenna Facilities.

17. **Indemnity.** NPI shall indemnify and hold Owner harmless from any and all costs (including, but not limited to, reasonable attorneys' fees and court costs) and claims of liability or loss which arise out of the use and/or occupancy of the Site by NPI, including liability or loss arising from environmental contamination as provided in Paragraph 18 below. This indemnity shall not apply to any claims arising from the sole negligence or intentional misconduct of Owner.

18. **Hazardous Substances.** Owner represents and warrants that it has no knowledge, nor should it have any knowledge, of any substance, chemical or waste (collectively, "**Substance**") on the Site that is identified as hazardous, toxic or dangerous in any applicable federal, state or local law or regulation. NPI agrees not to introduce or use any Substance on the Site in violation of any applicable law. Except as caused solely by the acts or omissions of NPI, Owner shall indemnify and hold NPI harmless from any and all costs (including, but not limited to, reasonable attorneys' fees and court costs) and claims of liability or loss which arise from breach of Owner's representation and warranty to NPI in this paragraph.

19. **Assignment.** This Lease may not be assigned unless Owner consents in writing to an assignment.

20. **Condemnation.** If all or substantially all of Owner's property upon which the Site is located is condemned by an authorized governmental or quasi-governmental authority, this Lease shall terminate upon the date of the taking. NPI shall receive no part of any award, except to the extent the award compensates NPI for the value or relocation of its equipment.

21. **Termination.** NPI shall have the right to terminate this Lease at any time without further liability to Owner if (i) NPI cannot obtain all certificates, permits, licenses or other approvals (collectively "**Approvals**") required from any governmental authority and/or any easements required from any third party to operate its communications facility; (ii) such Approvals are canceled, expire, lapse, withdrawn or terminated; (iii) Owner fails to hold legal title to the property on which the Site is located; (iv) Owner does not have the authority to enter into this Lease under Paragraph 25(b) of this Lease; or (v) for any other reason, NPI, in its sole discretion, determines that it will be unable to use the Site for the use intended by this Lease. Owner may terminate this Lease if NPI ceases operations at the Site continuously for more than one (1) year.

22. **Notices.** All notices shall be in writing and sent by U.S. certified mail, postage prepaid, return receipt requested or by overnight express delivery to the address of Owner set forth above, care of Robert H. Kuhn, Director of Public Works, to the address of NPI set forth above, or as otherwise directed in writing by either party or as provided under applicable state law. Notice is deemed given three (3) days after being deposited in the U.S. Mail for certified mail delivery or one (1) day after being deposited with an overnight express delivery courier for delivery to the correct address.

23. **Compliance with Laws.** Owner represents that Owner's property (including, without limitation, the Site) and all improvements thereto, are in compliance with all building life/safety, disability and other laws, codes and regulations of any governmental or quasi-governmental authority. NPI agrees that, subject to Owner's compliance with the terms of this paragraph, any improvements constructed by NPI on the Site and all of the operations of NPI within the Site shall be in compliance with all applicable laws, codes and regulations.

23. **Attorney Fees.** NPI agrees to reimburse Owner for any legal expense incurred in connection with the Site Lease, including but not limited to its review, negotiation, revision, and execution.

24. **Miscellaneous.**

a. NPI shall peaceably and quietly have, hold and enjoy the Site, to the extent this non-exclusive Lease provides.

b. Owner represents and warrants that Owner has full authority to enter into and sign this Lease; provided that his Lease is subject to getting approval of NPI's use, which Owner does not guarantee.

c. The terms and conditions of this Lease shall extend to and bind the heirs, personal representatives, successors and assigns of Owner and NPI.

d. Owner, upon receipt of the fully executed Lease from NPI, shall execute and deliver within two (2) days to NPI for recording a Short Form of this Lease in the form substantially as set forth in the attached **Short Form of Lease**.

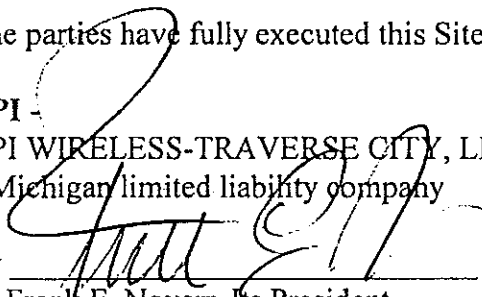
e. This Lease shall be construed pursuant to the laws of the State of Michigan.

f. This Site Lease may not be amended or modified unless Owner and NPI consent in writing to the amendment or modification.

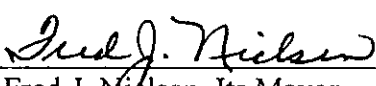
g. This Lease contains all agreements, promises and understandings between Owner and NPI. All Exhibits are incorporated by reference.

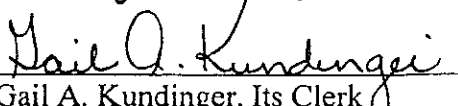
The parties have fully executed this Site Lease as of the date set forth above.

**NPI -**  
NPI WIRELESS-TRAVERSE CITY, LLC,  
a Michigan limited liability company

By   
Frank E. Noverr, Its President

**Owner -**  
CITY OF MUSKEGON,  
a Michigan municipal corporation

By   
Fred J. Nielsen, Its Mayor

By   
Gail A. Kunderger, Its Clerk

**EXHIBIT A**  
**LEGAL DESCRIPTIONS**



## MEMORANDUM

**TO:** Bob Kuhn, Director of Public Works

**FROM:** Jerry Bartoszek, Deputy Director of Public Works

**DATE:** October 8, 1998

**RE:** Water Tank Legal Descriptions

The following are descriptions of the land that the water tanks are located on that will be having the cellular antennas installed for NPI:

Nims Tank – A triangular piece of land bounded by Nims Street, Superior Street and Dale Avenue.

Marshall Tank – East 198 feet of west 660 feet of south 100 feet of Block 5.

Evanston (Muskegon Township) Tank – Commencing at the intersection of Harvey Street and the south line of Evanston Avenue, thence easterly along the south side of Evanston Avenue, 35.6 feet, thence south parallel with the west line of Section 27, 331.37 feet, thence east 266.5 feet for the point of beginning, thence east 80 feet, thence south 80 feet, thence west 80 feet, thence north 80 feet to the point of beginning, being part of the southwest 25 rods of west ¼ Section 27 Township 10 North, Range 16 West.

These descriptions are from the Assessor's records.

## EXHIBIT B

### RENT SCHEDULE

|     | <u>Term</u> | <u>Year</u> | <u>Annual Rent</u> | <u>Monthly Rent Payment</u> |
|-----|-------------|-------------|--------------------|-----------------------------|
| 1.  | Initial     | 1998-99     | \$19,800           | \$1,650                     |
| 2.  | Initial     | 1999-00     | \$20,400           | \$1,700                     |
| 3.  | Initial     | 2000-01     | \$21,012           | \$1,751                     |
| 4.  | Initial     | 2001-02     | \$21,636           | \$1,803                     |
| 5.  | Initial     | 2002-03     | \$22,284           | \$1,857                     |
| 6.  | Initial     | 2003-04     | \$22,956           | \$1,913                     |
| 7.  | Initial     | 2004-05     | \$23,640           | \$1,970                     |
| 8.  | Initial     | 2005-06     | \$24,348           | \$2,029                     |
| 9.  | Initial     | 2006-07     | \$25,080           | \$2,090                     |
| 10. | Initial     | 2007-08     | \$25,836           | \$2,153                     |
| 11. | Extension   | 2008-09     | \$26,604           | \$2,217                     |
| 12. | Extension   | 2009-10     | \$27,408           | \$2,284                     |
| 13. | Extension   | 2010-11     | \$28,236           | \$2,353                     |
| 14. | Extension   | 2011-12     | \$29,076           | \$2,423                     |
| 15. | Extension   | 2012-13     | \$29,952           | \$2,496                     |
| 16. | Extension   | 2013-14     | \$30,852           | \$2,571                     |
| 17. | Extension   | 2014-15     | \$31,776           | \$2,648                     |
| 18. | Extension   | 2015-16     | \$32,724           | \$2,727                     |
| 19. | Extension   | 2016-17     | \$33,708           | \$2,809                     |
| 20. | Extension   | 2017-18     | \$34,716           | \$2,893                     |