

CITY OF MUSKEGON

CITY COMMISSION MEETING

APRIL 13, 2004

CITY COMMISSION CHAMBERS @ 5:30 P.M.

AGENDA

- ❑ **CALL TO ORDER:**
- ❑ **PRAYER:**
- ❑ **PLEDGE OF ALLEGIANCE:**
- ❑ **ROLL CALL:**
- ❑ **HONORS AND AWARDS:**
- ❑ **INTRODUCTIONS/PRESENTATION**
- ❑ **CONSENT AGENDA:**
 - A. Approval of Minutes. CITY CLERK
 - B. Liquor License Request – Sardine Room. CITY CLERK
 - C. SECOND READING: Zoning Ordinance Amendment for Permits. PLANNING & ECONOMIC DEVELOPMENT
 - D. Sale of Non-Buildable Lot at 550 McLaughlin Avenue. PLANNING & ECONOMIC DEVELOPMENT
 - E. Road Salt Procurement Authorization. DEPARTMENT OF PUBLIC WORKS
 - F. Aggregates, Highway Maintenance Materials and Concrete. DEPARTMENT OF PUBLIC WORKS
 - G. Police Car Video Systems. DEPARTMENT OF PUBLIC WORKS
 - H. Sheldon Park Neighborhood Maintenance Agreement. PLANNING & ECONOMIC DEVELOPMENT
- ❑ **PUBLIC HEARINGS:**
 - A. Request for an Industrial Facilities Exemption Certificate – United Sign Company. PLANNING & ECONOMIC DEVELOPMENT
 - B. Request for an Industrial Facilities Exemption Certificate – Total Quality Machining, Inc. PLANNING & ECONOMIC DEVELOPMENT
- ❑ **COMMUNICATIONS:**
- ❑ **CITY MANAGER'S REPORT:**

❑ **UNFINISHED BUSINESS:**

❑ **NEW BUSINESS:**

- A. Pere Marquette Ground Lease Assignment. LEISURE SERVICES
- B. Hartshorn Marina Proposals. LEISURE SERVICES
- C. Request for Extension of Deadlines for Former Lakos Property.
PLANNING & ECONOMIC DEVELOPMENT
- D. Purchase of 265 Walton. COMMUNITY & NEIGHBORHOOD SERVICES
- E. Community Development Block Grant/HOME Final Allocation Decision.
COMMUNITY & NEIGHBORHOOD SERVICES
- F. Approval of the 2004-2005 Action Plan. COMMUNITY &
NEIGHBORHOOD SERVICES
- G. Concurrence with the Housing Board of Appeals Notice and Order to
Demolish 1355 Pine and 1365 Pine. INSPECTION SERVICES
- H. Accepting Lemuel Street into the City's Street System. ENGINEERING
- I. TEDF Category F-Grant Applications. ENGINEERING
- J. Repeal Article III of Chapter 26. ENGINEERING
- K. Consideration of Bids: Campus & Strong Projects H-1578 & H-1579.
ENGINEERING

❑ **ANY OTHER BUSINESS:**

❑ **PUBLIC PARTICIPATION:**

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

❑ **ADJOURNMENT:**

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

CITY OF MUSKEGON

State of Michigan

Certificate of Recognition

- WHEREAS,** A National Youth Service Day 2004, "Preparing Muskegon for a Call to Serve," funded by donations from State Farm Insurance Foundation, AT&T "CARES" Youth Innovation Fund, and the Muskegon County Sheriff's Department of Emergency Services has been scheduled for April 16, 2004, and
- WHEREAS,** Volunteer Muskegon's AmeriCorps, with its partners Muskegon County Emergency Services, Family Independence Agency, American Red Cross, Community Mental Health, and the Muskegon Rescue Mission, will recruit a team of 210 youth volunteers; 10 corporate volunteers and 15 senior/retirees in Muskegon county to participate in a mock disaster, blood drive, workshop and senior safety distribution, and
- WHEREAS,** this mock disaster will test the human services division of emergency preparedness and provide information on how to prepare for an emergency, and will also distribute to seniors disaster kits, cell phones, vials for life, and emergency beacon lights, and
- WHEREAS,** these volunteers contribute by giving tirelessly of their time and energy, each individual having a special contribution to offer, and
- NOW THEREFORE,** I Stephen J. Warmington, by virtue of the authority vested in me as Mayor and speaking on behalf of the City Commission hereby recognize April 16, 2004 as National Youth Service Day and urge all citizens to join with us in recognizing the dedication made by Muskegon's Americorps volunteers towards the well being of our community and extend our appreciation for the contributions made by the organizations that support them.
- IN WITNESS WHEREOF,** I have hereunto set my hand and cause the seal of the City of Muskegon to be affixed this 13th day of April, 2004.

Stephen J. Warmington, Mayor

Date: April 13, 2004
To: Honorable Mayor and City Commissioners
From: Gail A. Kunding, City Clerk
RE: Approval of Minutes

SUMMARY OF REQUEST: To approve the minutes of the Regular Commission Meeting that was held on Tuesday, March 23, 2004.

FINANCIAL IMPACT: None.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: Approval of the minutes.

CITY OF MUSKEGON

CITY COMMISSION MEETING

APRIL 13, 2004

CITY COMMISSION CHAMBERS @ 5:30 P.M.

MINUTES

The Regular Commission Meeting of the City of Muskegon was held at City Hall, 933 Terrace Street, Muskegon, Michigan at 5:30 p.m., Tuesday, April 13, 2004.

Mayor Warmington opened the meeting with a prayer from Commissioner Gawron after which the Commission and Public recited the Pledge of Allegiance to the Flag.

ROLL CALL FOR THE REGULAR COMMISSION MEETING:

Present: Mayor Stephen Warmington, Vice Mayor Bill Larson, Commissioners Chris Carter, Kevin Davis, Stephen Gawron Clara Shepherd, and Lawrence Spataro, City Manager Bryon Mazade, City Attorney John Schrier and City Clerk Gail Kunding.

2004-34 INTRODUCTIONS/PRESENTATIONS:

A. National Youth Service Day 2004 "Preparing Muskegon for a Call to Service"

Commissioner Spataro presented a resolution announcing Nation Youth Service Day 2004, "Preparing Muskegon for a Call to Service" to Martha Bottomly, representative of Volunteer Muskegon.

2004-35 CONSENT AGENDA:

A. Approval of Minutes. CITY CLERK

SUMMARY OF REQUEST: To approve the minutes of the Regular Commission Meeting that was held on Tuesday, March 23, 2004.

FINANCIAL IMPACT: None

BUDGET ACTION REQUIRED: None

STAFF RECOMMENDATION: Approval of the minutes.

B. Liquor License Request – Sardine Room. CITY CLERK

SUMMARY OF REQUEST: The Liquor Control Commission seeks local

recommendation on a request from Small Perch, Inc. for a new outdoor service area to be held in conjunction with their current 2003 Class C-SDM licensed business with Dance permit and Official Permit (food).

FINANCIAL IMPACT: None

BUDGET ACTION REQUIRED: None

STAFF RECOMMENDATION: All departments are recommending approval.

C. SECOND READING: Zoning Ordinance Amendment for Permits.
PLANNING & ECONOMIC DEVELOPMENT

SUMMARY OF REQUEST: Request to amend Section 2311 (Accessory Structures and Buildings) of Article XXIII (General Provisions) of the City's Zoning Ordinance to add language regarding permits.

FINANCIAL IMPACT: None

BUDGET ACTION REQUIRED: None

STAFF RECOMMENDATION: Staff recommends amendment of the Zoning Ordinance to add language regarding permits.

COMMITTEE RECOMMENDATION: The Planning Commission recommended approval of the request at their 3/11 meeting. The vote was unanimous with T. Johnson absent.

D. Sale of Non-Buildable Lot at 550 McLaughlin Avenue. PLANNING &
ECONOMIC DEVELOPMENT

SUMMARY OF REQUEST: To approve the sale of a vacant non-buildable lot (Parcel #24-205-081-0006-00) at 550 McLaughlin Avenue to Gurney Brower, of 560 McLaughlin Avenue, Muskegon, MI. Approval of this sale will allow the owner to expand his current yard. Mr. Brower is attempting to purchase the small vacant lot directly to the north of this City-owned property from a private owner. This lot is being offered to Mr. Brower for \$1 under the Dollar Lot Marketing Plan.

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

BUDGET ACTION REQUIRED: None

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

E. Road Salt Procurement Authorization. DEPARTMENT OF PUBLIC WORKS

SUMMARY OF REQUEST: Authorize procurement of 4,500 tons road salt for the 2004/2005 winter season through the State of Michigan MiDeal Program.

FINANCIAL IMPACT: Per Ton price yet to be determined; 2003/2004 extended price is \$24.70/ton. At the price, 4,500 tons would total \$111,150.

BUDGET ACTION REQUIRED: None; expense budgeted for through public works.

F. Aggregates, Highway Maintenance Materials and Concrete.
DEPARTMENT OF PUBLIC WORKS

SUMMARY OF REQUEST: Award bid to supply H1 and H2 limestone chip blend to Verplank Trucking Company. Award bid to supply road slag to Verplank Trucking Company. Award bid to supply sylvax-patching material UPM-CP-7 to Rieth-Riley Construction Co., Inc. Award bid to supply bituminous asphalt product to Asphalt Paving, Inc. Award bid to supply Calcium Chloride 38% (road brine) and 32% (winter salting) to Liquid Dustlayer, Inc. Award bid to supply 7-sack mix concrete to Port City Redi-Mix Company, contingent upon product availability, timely deliveries, and prices as quoted.

FINANCIAL IMPACT: \$120,480, based on 2003 quantities at 2004 quotes.

BUDGET ACTION REQUIRED: None; monies appropriated in several budgets.

G. Police Car Video Systems. DEPARTMENT OF PUBLIC WORKS

SUMMARY OF REQUEST: Approval to purchase ten video systems for police cruisers.

FINANCIAL IMPACT: Cost per unit \$5,907.50

BUDGET ACTION REQUIRED: None

STAFF RECOMMENDATION: Approve purchase of new video systems for police cruisers.

Motion by Commissioner Spataro, second by Commissioner Gawron to accept the Consent Agenda as read minus item H.

ROLL VOTE: Ayes: Larson, Shepherd, Spataro, Warmington, Carter, Davis, Gawron

Nays: None

MOTION PASSES

2004-36 ITEMS REMOVED FROM CONSENT AGENDA

H. Sheldon Park Neighborhood Maintenance Agreement. PLANNING & ECONOMIC DEVELOPMENT

SUMMARY OF REQUEST: To approve the Agreement between Sheldon Park Neighborhood Association and the City of Muskegon. We have had an agreement with the neighborhood Association since 1997, which has been renewed every 1-2 years.

FINANCIAL IMPACT: The City donates \$2,000 to the Association to maintain the Northwest corner of Evanston and Oak Grove Street and the South side of McLaughlin Ave., just East of Burton Road. This is for the term of the Agreement (May 1, 2004-December 31, 2005).

BUDGET ACTION REQUIRED: None

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

Motion by Vice Mayor Larson, second by Commissioner Carter to approve the Agreement between Sheldon Park Neighborhood Association and the City of Muskegon, and have the Mayor and Clerk sign.

ROLL VOTE: Ayes: Shepherd, Spataro, Warmington, Carter, Davis Gawron, Larson

Nays: None

MOTION PASSES

2004-37 PUBLIC HEARINGS:

A. Request for an Industrial Facilities Exemption Certificate – United Sign Company. PLANNING & ECONOMIC DEVELOPMENT

SUMMARY OF REQUEST: Pursuant to Public Act 198 of 1974, as amended, United Sign Company, 2068 E. Sherman Boulevard, Muskegon, Michigan, has requested the issuance of an Industrial Facilities Exemption Certificate. The total capital investment for this project is \$652,095 in personal property which will lead to the retention of 2 jobs. This request qualifies United Sign Company for a 6-year exemption on personal property. United Sign Company's current workforce is 16.

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

BUDGET ACTION REQUIRED: None

STAFF RECOMMENDATION: Approval of the resolution granting an Industrial Facilities Exemption Certificate for a term of six (6) years for personal property to United Sign Company.

The Public Hearing opened at 5:42pm to hear any comments from the people. No comments were heard at this time.

Motion by Commissioner Larson, second by Commissioner Gawron to close the Public Hearing at 5:45pm and to approve the resolution granting an Industrial Facilities Exemption Certificate for a term of six (6) years for personal property to United Sign Company.

ROLL VOTE: Ayes: Spataro, Warmington, Carter, Davis, Gawron, Larson, Shepherd

Nays: None

MOTION PASSES

B. Request for an Industrial Facilities Exemption Certificate – Total Quality Machining, Inc. PLANNING & ECONOMIC DEVELOPMENT

SUMMARY OF REQUEST: Pursuant to Public Act 198 of 1974, as amended, Total Quality Machining, Inc., 2226 Olthoff Drive, Muskegon, Michigan, has requested the issuance of an Industrial Facilities Exemption Certificate. The total capital investment for this project is \$129,503 in personal property which will lead to the retention of 10 jobs. This request qualifies Total Quality Machining, Inc. for a 6-year exemption on personal property. Total Quality Machining, Inc.'s current workforce is 10.

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

BUDGET ACTION REQUIRED: None

STAFF RECOMMENDATION: Approval of the resolution granting an Industrial Facilities Exemption Certificate for a term of six (6) years for personal property to Total Quality Machining Inc.

The Public Hearing opened at 5:45pm to hear any comments from the public. Comments were heard from Rick Goodwin of 3946 Leahy representing Total Quality.

Motion by Commissioner Gawron, second by Commissioner Davis to close the Public Hearing at 5:49pm and to approve the resolution granting an Industrial Facilities Exemption Certificate for a term of six (6) years for personal property to Total Quality Machining Inc.

ROLL VOTE: Ayes: Warmington, Carter, Davis, Gawron, Larson, Shepherd, Spataro

Nays: None

MOTION PASSES

2004-38 UNFINISHED BUSINESS:

A. Madison Street Fire Barn: Oakview Neighborhood Association
PLANNING AND ECONOMIC DEVELOPMENT

Motion by Commissioner Larson, second by Commissioner Spataro to extend the Lease Agreement between the City and Oakview Neighborhood Association for 120 days, and for the Association to inform City Staff within 90 days if they intend to purchase the building. If the property is not able to be purchased by Oakview, a Request for Proposal will be put out for other purchasers of the building. The Neighborhood Association may remain in the building during this time, and upon adopting a sale with another purchaser, they would have 30 days after the property is sold to relocate.

ROLL VOTE: Ayes: Carter, Davis, Gawron, Larson, Shepherd, Spataro, Warmington

Nays: None

MOTION PASSES

2004-39 NEW BUSINESS:

A. Pere Marquette Ground Lease Assignment. LEISURE SERVICES

SUMMARY OF REQUEST: To authorize the assumption of the ground lease for the restaurant at Pere Marquette Park.

FINANCIAL IMPACT: None

BUDGET ACTION REQUIRED: None

STAFF RECOMMENDATION: Approval.

Motion by Commissioner Spataro, second by Vice Mayor Larson to approve the assumption of the ground lease for the restaurant at Pere Marquette Park.

ROLL VOTE: Ayes: Davis, Gawron, Larson, Shepherd, Spataro, Warmington, Carter

Nays: None

MOTION PASSES

B. Hartshorn Marina Proposals. LEISURE SERVICES

SUMMARY OF REQUEST: To authorize staff to negotiate a contract with Westrec Management, Inc. to manage Hartshorn Marina and other marina properties beginning in 2005.

FINANCIAL IMPACT: Unknown

BUDGET ACTION REQUIRED: None

STAFF RECOMMENDATION: Approval.

Motion by Commissioner Spataro, second by Commissioner Gawron to authorize staff to negotiate a contract with Westrec Management Inc. to manage Hartshorn Marina and other marina properties beginning in 2005.

ROLL VOTE: Ayes: Gawron, Larson, Shepherd, Spataro, Warmington, Carter, Davis

Nays: None

MOTION PASSES

C. Request for Extension of Deadlines for Former Lakos Property. PLANNING & ECONOMIC DEVELOPMENT

SUMMARY OF REQUEST: On February 8, 2000, the City of Muskegon and Desiree Enterprises (Holiday Inn) entered into a "Real Estate Agreement" for the sale of the former Lakos property. At that time, the owners were required to construct a building on the premises within 18 months of closing. On January 22, 2002, an "Amendment Agreement" was entered into between the parties, which allowed for the buyer to construct a parking lot on the premises by May 31, 2002 (which was accomplished), to provide a written schedule of the construction activities

to the City by January 15, 2003 (which has not occurred) and to complete the improvements by January 15, 2005. The City has requested the construction schedule from the buyer. However, the purchaser has submitted a letter requesting another time extension (the most recent letter from Mr. Elkhoully requests a 10-12 month extension. Since no schedule or building plans have been forthcoming, and due to the fact that the "Amendment" has been violated, staff is recommending the City proceed with a reversion of the property back to the City.

FINANCIAL IMPACT: The City will have an additional piece of property that can be sold for future development.

BUDGET ACTION REQUIRED: None

STAFF RECOMMENDATION: To deny the request to extend the deadline for the "Amendment" and to proceed with legal action to cause the property to be reverted to the City of Muskegon. However, if the City Commission would prefer that an extension be granted, staff recommends that the Commission refer the item back to staff to negotiate with the purchaser for acceptable terms.

Motion by Commissioner Spataro, second by Vice Mayor Larson to refer back to staff to negotiate an extension to the agreement and report back to the City Commission.

ROLL VOTE: **Ayes: Larson, Shepherd, Spataro, Warmington, Carter, Davis, Gawron**

Nays: None

MOTION PASSES

D. Purchase of 265 Walton. COMMUNITY & NEIGHBORHOOD SERVICES

SUMMARY OF REQUEST: To approve the purchase of the property located at 265 Walton (City of Muskegon revised Plat of 1903 Lot 6 Block 199 also easterly ½ vacated Rathborne Street Th' to) from Mrs. Roxie Murray, 2221 Riverview, Inkster, MI 48141 (Seller). After approval of the purchase by the Commission, the CNS Department will combine this property with property already obtained by the City of Muskegon through the tax reversion process. In order that the City will have the required land to complete the proposed future housing development project south of the Farmers Market area.

FINANCIAL IMPACT: Funding for purchase will come from the City's 2001 HOME funding.

BUDGET ACTION REQUIRED: None

STAFF RECOMMENDATION: To approve the request and instruct the Mayor and City Clerk to sign the Purchase Agreement.

Motion by Commissioner Shepherd, second by Commissioner Spataro to approve the purchase of the property located at 265 Walton St. from Mrs. Roxie

Murray 2221 Riverview, Inster, MI., and instruct the Mayor and City Clerk to sign the Purchase Agreement.

ROLL VOTE: Ayes: Shepherd, Spataro, Warmington, Carter, Davis, Gawron, Larson

Nays: None

MOTION PASSES

E. Community Development Block Grant/HOME Final Allocation Decision.
COMMUNITY & NEIGHBORHOOD SERVICES

SUMMARY OF REQUEST: For the City Commission to make their final allocation decision concerning the 2004-2005 CDBG/HOME fiscal year. The Commission has received the recommendation from the Citizen's District Council and the City Administration. The Commission made their preliminary recommendations during the March 23, 2004, City Commission Meeting. After receiving the Commissions final allocation decision, the CNS office will amend the City's 2004-2005 Action Plan if needed and continue the comment period until April 15, 2004. At that time, the City will request the U.S. Housing and Urban Development Department for the release of the funds for the 2004-2005 fiscal year to begin June 1, 2004.

FINANCIAL IMPACT: The decision will determine the CDBG/HOME budget for 2004-2005.

BUDGET ACTION REQUIRED: The decision will establish the budget.

STAFF RECOMMENDATION: The Commission has already received the staff recommendation.

Motion by Vice Mayor Larson, second by Commissioner Spataro to approve the final allocation decision concerning the 2004-2005 CDBG/HOME fiscal year.

ROLL VOTE: Ayes: Spataro, Warmington, Carter, Davis, Gawron, Larson, Shepherd

Nays: None

MOTION PASSES

F Approval of the 2004-2005 Action Plan. **COMMUNITY &**
NEIGHBORHOOD SERVICES

SUMMARY OF REQUEST: To approve the 2004-2005 Action Plan for the City of Muskegon Community Development Block Grant/HOME activity. If the Action Plan is approved, the CNS will continue the comment period of the Action Plan as amended if needed until April 15, 2004. On April 16, 2004, the CNS Office will deliver the Action Plan to the U.S. Housing and Urban Development as required in order to request the Release of Funds for the 2004-2005 fiscal year.

FINANCIAL IMPACT: Action Plan establishes the 2004-2005 budget.

BUDGET ACTION REQUIRED: None at this time budget established by Action Plan.

STAFF RECOMMENDATION: To approve the Action Plan.

Motion by Commissioner Spataro, second by Commissioner Shepherd to approve the 2004-2005 Action Plan for the City of Muskegon Community Development Glock Grant/HOME as amended.

ROLL VOTE: Ayes: Warmington, Carter, Davis, Gawron, Larson, Shepherd, Spataro

Nays: None

MOTION PASSES

G. Concurrence with the Housing Board of Appeals Notice and Order to Demolish 1355 Pine and 1365 Pine. INSPECTION SERVICES

SUMMARY OF REQUEST: This is to request that the City Commission concur with the findings of the Housing Board of Appeals that the structures located at 1355 Pine and 1365 Pine are unsafe, substandard, public nuisances and that they be demolished within thirty (30) days. It is further requested that administration be directed to obtain bids for demolition of the structures and that the Mayor and City Clerk be authorized and directed to execute a contract for demolition with the lowest responsible bidder.

1. 1355 Pine St.

CASE# & PROJECT ADDRESS: #EN-040005, 1355 Pine St.

LOCATION AND OWNERSHIP: This structure is located on Pine Street between Bauer and Catawba and is owned by Raymond Kittel.

STAFF CORRESPONDENCE: On 1/21/04 the trade inspectors and Fire Marshal conducted an inspection at this house after the housing inspector reported dangerous living conditions. At the time there were two women living there with their six children. They believed they were renting from Mr. Kittel, but he had actually had them sign a Land Contract in the amount of \$40,000 on 2/21/03. Upon inspection the Fire Marshal and trade inspectors found the structure to be very dangerous and the two families were told they would have to vacate the premises. Their case workers did help them find new places to stay and were referred to legal Aid of West Michigan in reference to the Land Contract. The utilities have since been cut and the house is vacant. A Notice and Order to repair or remove was issued 1/22/04 and on 3/4/04 the HBA declared the structure substandard and a dangerous building.

OWNER CONTACT: Mr. Kittel spoke with Mr. Grabinski the week before the HBA meeting and spoke of selling the house. He stated he had a potential buyer already lined up.

FINANCIAL IMPACT: CDBG Funds

BUDGET ACTION REQUIRED: None

STATE EQUALIZED VALUE: \$22,800

ESTIMATED COST OF REPAIR: \$20,000

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

Motion by Commissioner Gawron, second by Commissioner Carter to concur with the HBA to demolish 1355 Pine St. and have the Mayor and Clerk authorized and directed to execute a contract for demolition with the lowest responsible bidder.

ROLL VOTE: Ayes: Carter, Davis, Gawron, Larson, Shepherd, Spataro, Warmington

Nays: None

MOTION PASSES

2. 1365 Pine St.

CASE# & PROJECT ADDRESS: #EN-040004, 1365 Pine St.

LOCATION AND OWNERSHIP: This structure is located on Pine Street between Bauer and Catawba and is owned by Mortgage Electronic Registration. It is currently in the redemption period of foreclosure and a local realtor, John Achterhoff, has listed it to sell.

STAFF CORRESPONDENCE: A dangerous building inspection was conducted on 1/20/04. A Notice and Order to repair was issued 1/22/04. An interior inspection was conducted 3/18/94 and on 3/4/04 the HBA declared the structure substandard and dangerous.

OWNER CONTACT: John Achterhoff contacted the Inspection Department and scheduled the interior inspection. He stated he has been contacted by the management company handling the foreclosure to list the property to sell.

FINANCIAL IMPACT: CDBG Funds

BUDGET ACTION REQUIRED: None

STATE EQUALIZED VALUE: \$11,800

ESTIMATED COST OF REPAIR: \$20,000

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

Motion by Commissioner Spataro, second by Commissioner Shepherd to concur with the HBA to demolish 1365 Pine St. and have the Mayor and Clerk authorized and directed to execute a contract for demolition with the lowest responsible bidder.

ROLL VOTE: Ayes: Davis, Gawron, Larson, Shepherd, Spataro, Warmington, Carter,

Nays: None

MOTION PASSES

H. Accepting Lemuel Street into the City's Street System. ENGINEERING

SUMMARY OF REQUEST: Adopt the resolution including Exhibit A accepting Lemuel Street north of Hackley into the City's street system. Lemuel Street was constructed as part of the Seaway Industrial Park Development.

FINANCIAL IMPACT: None

BUDGET ACTION REQUIRED: None

STAFF RECOMMENDATION: Adopt the resolution.

Motion by Commissioner Spataro, second by Commissioner Gawron to adopt resolution including exhibit A accepting Lemuel Street north of Hackley into the City's street system.

ROLL VOTE: Ayes: Gawron, Larson, Shepherd, Spataro, Warmington, Carter, Davis

Nays: None

MOTION PASSES

I. TEDF Category F-Grant Applications. ENGINEERING

SUMMARY OF REQUEST: Your permission to submit a 2005 TEDG Category F Grant application for the Milling & Resurfacing of Lakeshore Dr. between McCracken & Lincoln (2000') is requested. The estimated cost is about \$240,000 of which the City's share would be about \$60,000 (25%).

FINANCIAL IMPACT: A 25% match plus engineering cost which are estimated at \$90,000 if the project is approved.

BUDGET ACTION REQUIRED: None at this time. However, should the project get approval, we would have to include it in the 2005 Capital Improvement Budget.

STAFF RECOMMENDATION: Approve the submittal of the grant application.

Motion by Vice Mayor Larson, second by Commissioner Carter to submit a 2005 TEDF Category F Grant application for the Milling & Resurfacing of Lakeshore Dr., between McCracken & Lincoln (2000').

ROLL VOTE: Ayes: Larson, Shepherd, Spataro, Warmington, Carter, Davis, Gawron

Nays: None

MOTION PASSES

J. FIRST READING: Repeal Article III of Chapter 26. ENGINEERING

SUMMARY OF REQUEST: Adopt the ordinance repealing Article III of Chapter 26 of the City's Ordinance dealing with the soil erosion & sedimentation control. By

us repealing such ordinance, enforcement of such program will fall on the County's DPW as per MDEQ's rules. At the present time, Muskegon County is the enforcing agent for most of the communities within the County. Repealing said ordinance will not have an impact on City-owned projects since we will be able to retain our Authorized Public Agency designation. However, all activities that fall within the established MDEQ guidelines as needing a soil erosion permit, one must be issued by the County. The advantages of such action can be in the form of consistency.

FINANCIAL IMPACT: None, the County has there own fee schedule which is very comparable to the one the City has.

BUDGET ACTION REQUIRED: None

STAFF RECOMMENDATION: Adopt the ordinance.

Motion by Vice Mayor Larson, second by Commissioner Gawron to adopt ordinance repealing Article III of Chapter 26 of the City Ordinance dealing with the soil erosion and sedimentation control.

ROLL VOTE: Ayes: Shepherd, Spataro, Warmington, Carter, Davis, Gawron, Larson

Nays: None

MOTION PASSES

K. Consideration of Bids: Campus & Strong Projects H-1578 & H-1579. **ENGINEERING**

SUMMARY OF REQUEST: The contract to reconstruct both Strong & Campus be awarded to K & R out of Grand Rapids, MI. K & R was the lowest, responsible bidder with a bid price of \$286,687.42.

FINANCIAL IMPACT: The construction cost of \$286,687.42 plus related engineering expenses.

BUDGET ACTION REQUIRED: None

STAFF RECOMMENDATION: Award the contract to K & R.

Motion by Commissioner Spataro, second by Vice Mayor Larson to award the contract to K & R out of Grand Rapids, MI. to reconstruct both Strong & Campus streets.

ROLL VOTE: Ayes: Spataro, Warmington, Carter, Davis, Gawron, Larson, Shepherd

Nays: None

MOTION PASSES

L. ANY OTHER BUSINESS:

Motion by commissioner Davis, second by Commissioner Spataro to participate

in the 2004 Scrap Tire Collections, Muskegon County.

ROLL VOTE: Ayes: Warmington, Carter, Davis, Gawron, Larson, Shepherd,
Spataro

Nays: None

MOTION PASSES

The Regular Commission meeting for the City of Muskegon was adjourned at
7:30pm.

Respectfully submitted,



Gail A. Kunding, MMC
City Clerk

Date: April 13, 2004
To: Honorable Mayor and City Commissioners
From: Gail A. Kunding, City Clerk
RE: Liquor License Request
Sardine Room (Small Perch, Inc.)
2536 Henry

SUMMARY OF REQUEST: The Liquor Control Commission seeks local recommendation on a request from Small Perch, Inc. for a new outdoor service area to be held in conjunction with their current 2003 Class C-SDM licensed business with Dance Permit and Official Permit (food).

FINANCIAL IMPACT: None.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: All departments are recommending approval.

Muskegon Police Department

Anthony L. Kleibecker

Chief of Police



980 Jefferson Street P.O. Box 536 Muskegon Michigan 49443-0536
(231) 724-6750 (231) 722-5140 fax
www.muskegonpolice.com

October 31, 2003

To: City Commission through the City Manager

From: *Anthony L. Kleibecker*
Anthony L. Kleibecker, Chief of Police

Re: Liquor License Request for New Outdoor Service Area
2536 Henry Street (Sardine Room)

The Muskegon Police Department has received a request from the Michigan Liquor Control Commission for an investigation of applicant Small Perch, Inc. of 2536 Henry Street, operating under the name of The Sardine Room and Bar.

Small Perch, Inc. is requesting a new outdoor service area to be held in conjunction with their current 2003 Class C-SDM licensed business with Dance Permit and Official Permit (food).

A check of Muskegon Police Department records shows no reason to deny this request.

ALK/dl

MICHIGAN DEPARTMENT OF COMMERCE
LIQUOR CONTROL COMMISSION

RESOLUTION

2004-35(b)

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

called to order by Mayor Warnington on April 13, 2004 at 5:30 P.M.

the following resolution was offered:

Moved by Commissioner Spataro and Supported by Commissioner Gawron

That the request from Small Perch, Inc. for a new Outdoor Service Area to be held in conjunction with 2003 Class C-SDM Licensed Business with Dance Permit and Official Permit (food), located at 2536 Henry, Muskegon, MI 49441, Muskegon County.

be considered for Approval
(Approval or Disapproval)

Approval

Yeas: 7

Nays: 0

Absent: 0

Disapproval

Yeas:

Nays:

Absent:

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

State of Michigan)
County of Muskegon) SS

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

City Commission at a Regular
(Regular or Special)

meeting held on the 14th of April, 2004.
(Date)

(Signed)

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

Gail A. Kunderger, City Clerk
933 Terrace, Muskegon, MI 49440

(Address of Township, City or Village Board)

SEAL

Michigan Department of Consumer & Industry Services
MICHIGAN LIQUOR CONTROL COMMISSION (MLCC)
7150 Harris Drive, P.O. Box 30005 - Lansing, Michigan 48909-7505

229231
8/28/03
TAA

LAW ENFORCEMENT RECOMMENDATION

(MCL 436.1501)

August 11, 2003

TO: MUSKEGON POLICE DEPARTMENT
CHIEF OF POLICE
980 JEFFERSON STREET, PO BOX 536
MUSKEGON, MI 49443-0536

REQ ID # 229231
RE: SMALL PERCH, INC.

We have received a request from the above licensee for the type of permit indicated below. Please make an investigation and submit your report and/or recommendation, as requested below, to the offices of the Liquor Control Commission at the above address. Questions about this request should be directed to the MLCC Licensing Division at (517) 322-1400.

☐ OFFICIAL PERMIT FOR EXTENDED HOURS OF OPERATION FOR _____ _____	To copies of Form LC 1112 will be left with you, the upper portions already executed. Indicate your recommendation and return one copy to the Commission, retaining the other. (Authorized by MAC 436.1403)
☐ LIVING QUARTERS	Indicate your recommendations on the bottom of this letter and return one copy to the Commission. (Authorized by MCL 436.1217 and 436.1201)
☒ SMALL PERCH, INC. REQUESTS A NEW OUTDOOR SERVICE AREA TO BE HELD IN CONJUNCTION WITH 2003 CLASS C-SDM LICENSED BUSINESS WITH DANCE PERMIT AND OFFICIAL PERMIT (FOOD), LOCATED AT 2536 HENRY, MUSKEGON, MI 49441, MUSKEGON COUNTY.	

Recommendation: (Recommended / Not recommended)

Recommended

Signed: *[Signature]*

CHIEF OF POLICE

Signature and Title

Date: *10-31-03*

To: Chief Tony Kleibecker

From: Det. Kurt Dykman

Date: 09-12-03

Re: Liquor License Request

Chief Kleibecker,

The Muskegon Police Department has received a request from the Michigan Liquor Control Commission for an investigation from applicant Small Perch, Inc. of 2536 Henry Street, Muskegon, MI. 49441. This business is operating under the name of The Sardine Room and Bar.

Small Perch, Inc. is requesting a new outdoor service area to be held in conjunction with 2003 Class C-SDM licensed business with Dance Permit and Official Permit (food).

A check of MPD records showed no reason to deny this request.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'Kurt Dykman', with a stylized flourish at the end.

Det. Kurt Dykman

data/common/SmallPerch

11-18-03

LIQUOR LICENSE REVIEW FORM

Business Name: Sardine Room

AKA Business Name (if applicable): Small Perch, Inc.

Operator/Manager's Name: _____

Business Address: 2536 Henry

Reason for Review:

New License ☐ Transfer of Ownership ☐ Dance Permit ☐

Drop/Add Name on License ☐ Transfer Location ☐

Drop/Add Stockholder Name ☐ New Entertainment Permit ☐

Other New Outdoor Service Area

Deadline for receipt of all information: _____

Police Department Approved ☐ Denied ☐ No Action Needed ☐

Income Tax Approved ☒ Owing ☐ Amount: _____

Treasurer Approved ☐ Owing ☐ Amount: _____

Zoning Approved ☐ Denied ☐ Pending ZBA ☐

Clerk's Approved ☐ Owing ☐ Amount: _____

Fire/Inspection Services Compliance ☐ Remaining Defects _____

Department Signature Annex 11/19/02

Gail A. Kunder, City Clerk
Liquor License Coordinator

11-18-03

LIQUOR LICENSE REVIEW FORM

Business Name: Sardine Room

AKA Business Name (if applicable): Small Perch, Inc.

Operator/Manager's Name: _____

Business Address: 2536 Henry

Reason for Review:

New License ☐ Transfer of Ownership ☐ Dance Permit ☐

Drop/Add Name on License ☐ Transfer Location ☐

Drop/Add Stockholder Name ☐ New Entertainment Permit ☐

Other New Outdoor Service Area

Deadline for receipt of all information: _____

Police Department Approved ☐ Denied ☐ No Action Needed ☐

Income Tax Approved ☐ Owing ☐ Amount: _____

Treasurer Approved ☐ Owing ☒ Amount: 291.34 OK
\$154.97 water bill

Zoning Approved ☐ Denied ☐ Pending ZBA ☐

Clerk's Approved ☐ Owing ☐ Amount: _____

Fire/Inspection Compliance ☐ Remaining Defects _____
Services _____

Department Signature 

Gail A. Kundinger, City Clerk
Liquor License Coordinator

Next Screen

Charges and Payments Summary

Usage History	Chrgs/Pymt Hist
Balance by Utility	Inquire EAP

Organization # 900 **Bill Grp #** **Autopay**
Account # 399162504 **Start at Date** 103103 **Owner / Rent** O **Route** 907
Service Address 02536 HENRY ST
Customer Name SARDINE ROOM **Account Status** A **Date** 51700
Mailing Address 02536 HENRY ST MUSKEGON, MI 49441
of Units **Unit Name** **# of Meters** 1
Account Balance 291.34+ **Current Charges** 151.17+ **Arrears** 140.17+
Deposit Amount **Deposit Date** **Comments** NO

Dtl	Charge Date	Due Date	Charge	Payment	EAP Payment	Description
	31704	41204	151.17+			CHARGES
	30804			145.66-		PAYMENT
	21804	31504	140.17+			CHARGES
	20504			484.68-		PAYMENT
	12204	21704	162.69+			CHARGES
	121803	11204	170.31+			CHARGES
	112103	121703	142.37+			CHARGES
	103103			532.48-		PAYMENT

GO

11-18-03

RECEIVED

NOV 19 2003

CITY OF MUSKEGON
PLANNING DEPARTMENT

LIQUOR LICENSE REVIEW FORM

Business Name: Sardine Room

AKA Business Name (if applicable): Small Perch, Inc.

Operator/Manager's Name: _____

Business Address: 2536 Henry

Reason for Review:

New License ☐ Transfer of Ownership ☐ Dance Permit ☐

Drop/Add Name on License ☐ Transfer Location ☐

Drop/Add Stockholder Name ☐ New Entertainment Permit ☐

Other New Outdoor Service Area

Deadline for receipt of all information: _____

Police Department Approved ☐ Denied ☐ No Action Needed ☐

Income Tax Approved ☐ Owing ☐ Amount: _____

Treasurer Approved ☐ Owing ☐ Amount: _____

Zoning Approved ☒ Denied ☐ Pending ZBA ☐

Clerk's Approved ☐ Owing ☐ Amount: _____

Fire/Inspection Services Compliance ☐ Remaining Defects _____

Department Signature Gail A. Kunder

Gail A. Kunder, City Clerk
Liquor License Coordinator

11-18-03

LIQUOR LICENSE REVIEW FORM

Business Name: Sardine Room

AKA Business Name (if applicable): Small Perch, Inc.

Operator/Manager's Name: _____

Business Address: 2536 Henry

Reason for Review:

New License ☐ Transfer of Ownership ☐ Dance Permit ☐

Drop/Add Name on License ☐ Transfer Location ☐

Drop/Add Stockholder Name ☐ New Entertainment Permit ☐

Other New Outdoor Service Area

Deadline for receipt of all information: _____

Police Department Approved ☐ Denied ☐ No Action Needed ☐

Income Tax Approved ☐ Owing ☐ Amount: _____

Treasurer Approved ☐ Owing ☐ Amount: _____

Zoning Approved ☐ Denied ☐ Pending ZBA ☐

Clerk's Approved ☒ Owing ☐ Amount: _____

Fire/Inspection Compliance ☐ Remaining Defects _____
Services _____

Department Signature _____

Gail A. Kundinger, City Clerk
Liquor License Coordinator

11-18-03

LIQUOR LICENSE REVIEW FORM

Business Name: Sardine Room

AKA Business Name (if applicable): Small Perch, Inc.

Operator/Manager's Name: _____

Business Address: 2536 Henry

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New License ☐ Transfer of Ownership ☐ Dance Permit ☐

Drop/Add Name on License ☐ Transfer Location ☐

Drop/Add Stockholder Name ☐ New Entertainment Permit ☐

Other New Outdoor Service Area

Deadline for receipt of all information: _____

Police Department Approved ☐ Denied ☐ No Action Needed ☐

Income Tax Approved ☐ Owing ☐ Amount: _____

Treasurer Approved ☐ Owing ☐ Amount: _____

Zoning Approved ☐ Denied ☐ Pending ZBA ☐

Clerk's Approved ☐ Owing ☐ Amount: _____

Fire/Inspection Services Compliance ☐ Remaining Defects Inspection

Required by Fire Marshal
for Maintenance purposes.

Need to review for existing problems

Department Signature Maj. Mataly

Gail A. Kundering, City Clerk
Liquor License Coordinator

OK per Bob
4-1-04

11-18-03

LIQUOR LICENSE REVIEW FORM

Business Name: Sardine Room

AKA Business Name (if applicable): Small Perch, Inc.

Operator/Manager's Name: _____

Business Address: 2536 Henry

Reason for Review:

New License ☐ Transfer of Ownership ☐ Dance Permit ☐

Drop/Add Name on License ☐ Transfer Location ☐

Drop/Add Stockholder Name ☐ New Entertainment Permit ☐

Other New Outdoor Service Area

Deadline for receipt of all information: _____

Police Department Approved ☐ Denied ☐ No Action Needed ☐

Income Tax Approved ☐ Owing ☐ Amount: _____

Treasurer Approved ☐ Owing ☐ Amount: _____

Zoning Approved ☐ Denied ☐ Pending ZBA ☐

Clerk's Approved ☐ Owing ☐ Amount: _____

Fire/Inspection Services Compliance ☐ Remaining Defects Need to

1 Denial

See drawings of
Area involved. Exiting may
be an issue.

Department Signature Robert B. [Signature] 11/19/03

OK per
Bob
4-1-04

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

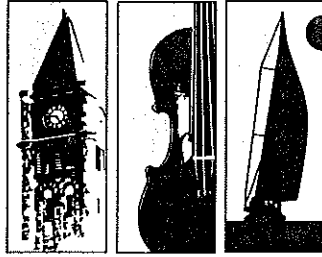
Public Works
616/724-4100
FAX/722-4188

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

December 18, 2003

Small Perch, Inc.
2536 Henry
Muskegon, MI 49441

Dear Sir:

I have received a letter from the Liquor Control Commission reference your request for a new outdoor service area at 2536 Henry. An inspection is required by the Fire Marshal for maintenance purposes. Please contact the Fire Department at 724-6792 to set up the inspection. The Inspection Department needs to see drawings of the area involved. Please contact the Inspection Department at 724-6715.

This request will then be presented to the City Commission for their recommendation. If you have any questions, please contact me at 724-6915.

Thank you,

A handwritten signature in cursive script that reads 'Linda Potter'.

Linda Potter, CMC
Deputy Clerk

Affirmative Action
(231)724-6703
FAX (231)722-1214

Assessor
(231)724-6708
FAX (231)726-5181

Cemetery
(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

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

Engineering
(231)724-6707
FAX (231)727-6904

Finance
(231)724-6713
FAX (231)724-6768

Fire Department
(231)724-6792
FAX (231)724-6985

Income Tax
(231)724-6770
FAX (231)724-6768

Info. Technology
(231)724-4126
FAX (231)722-4301

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

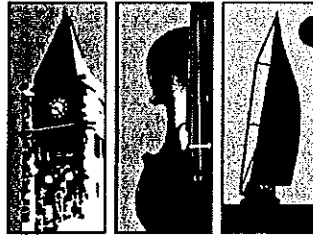
Public Works
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FAX (231)722-4188

Treasurer
(231)724-6720
FAX (231)724-6768

Water Billing
(231)724-6718
FAX (231)724-6768

Water Filtration
(231)724-4106
FAX (231)755-5290

MUSKEGON



West Michigan's Shoreline City
www.shorelinecity.com

April 1, 2004

Ms. Ann Smith, President
Campbell Field Neighborhood Association
1874 Crowley
Muskegon, MI 49441

Dear Ms. Smith:

We have received a request from the Liquor Control Commission reference Small Perch, Inc. (Sardine Room) desire for a new outdoor service area to be held in conjunction with their current 2003 Class C-SDM licensed business with Dance Permit and Official Permit (food) located at 2536 Henry. On Tuesday, April 13, 2004, the City Commission will review this request and determine whether or not it should be recommended for approval.

You are being sent this notice because the City Commission would like to know how the Neighborhood Association feels and would appreciate any comments that they may have. You may send these comments to 933 Terrace, Muskegon, MI 49440 or attend the City Commission Meeting on April 13, 2004, at 5:30 p.m. in the Commission Chambers.

If you have any questions, please feel free to contact me at 724-6705.

Sincerely,

A handwritten signature in cursive script that reads "Linda Potter".

Linda Potter
Deputy Clerk

Affirmative Action
(231)724-6703
FAX (231)722-1214

Assessor
(231)724-6708
FAX (231)726-5181

Cemetery
(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

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

Engineering
(231)724-6707
FAX (231)727-6904

Finance
(231)724-6713
FAX (231)724-6768

Fire Department
(231)724-6792
FAX (231)724-6985

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FAX (231)724-6768

Info. Technology
(231)724-4126
FAX (231)722-4301

Inspection Services
(231)724-6715
FAX (231)728-4371

Leisure Services
(231)724-6704
FAX (231)724-1196

Mayor's Office
(231)724-6701
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Planning/Zoning
(231)724-6702
FAX (231)724-6790

Police Department
(231)724-6750
FAX (231)722-5140

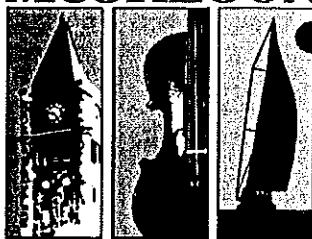
Public Works
(231)724-4100
FAX (231)722-4188

Treasurer
(231)724-6720
FAX (231)724-6768

Water Billing
(231)724-6718
FAX (231)724-6768

Water Filtration
(231)724-4106
FAX (231)755-5290

MUSKEGON



West Michigan's Shoreline City
www.shorelinecity.com

April 1, 2004

Small Perch, Inc.
2536 Henry
Muskegon, MI 49441

Dear Sir:

This letter is to inform you that your request for a new outdoor service area to be held in conjunction with your 2003 Class C-SDM Licensed Business with Dance Permit and Official Permit (food) will be presented to the City Commission on April 13, 2004. This meeting begins at 5:30 p.m. and is located in the City Commission Chambers, 933 Terrace, Muskegon, MI.

This request has also been sent to the Campbell Field Neighborhood Association for their comments. It is Commission practice to let the Neighborhood Association know of any liquor license requests that are located within their boundaries. This allows for comments from the people who live there and not just from the owners of the business' who are located there.

There is a water bill owed at this time. Please make sure this is paid by April 6, 2004. If you have any questions, please feel free to contact me at 724-6705.

Sincerely,

A handwritten signature in cursive script that reads "Linda Potter".

Linda Potter
Deputy Clerk

Affirmative Action
(231)724-6703
FAX (231)722-1214

Assessor
(231)724-6708
FAX (231)726-5181

Cemetery
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FAX (231)726-5617

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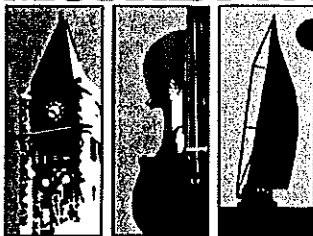
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FAX (231)724-6768

Water Billing
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FAX (231)724-6768

Water Filtration
(231)724-4106
FAX (231)755-5290

MUSKEGON



West Michigan's Shoreline City
www.shorelinecity.com

April 15, 2004

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

REF: #229231
Small Perch, Inc.
2536 Henry
Muskegon, MI 49441

To Whom It May Concern:

Enclosed is the Resolution and form LC-1636 for Small Perch, Inc. that was recommended for approval at the April 13, 2004, City Commission Meeting.

Please do not hesitate to call me at (231) 724-6705 if you have any questions.

Sincerely,

A handwritten signature in cursive script that reads "Linda Potter".

Linda Potter
Deputy Clerk

Enc.

Commission Meeting Date: March 23, 2004

2nd Reading

Date: March 24, 2004
To: Honorable Mayor and City Commissioners
From: Planning & Economic Development
RE: Zoning Ordinance Amendment for Permits

SUMMARY OF REQUEST:

Request to amend Section 2311 (Accessory Structures and Buildings) of Article XXIII (General Provisions) of the City's Zoning Ordinance to add language regarding permits.

FINANCIAL IMPACT:

None

BUDGET ACTION REQUIRED:

None

STAFF RECOMMENDATION:

Staff recommends amendment of the Zoning Ordinance to add language regarding permits.

COMMITTEE RECOMMENDATION:

The Planning Commission recommended approval of the request at their 3/11 meeting. The vote was unanimous with T. Johnson absent.

Staff Report [EXCERPT]
CITY OF MUSKEGON
PLANNING COMMISSION
REGULAR MEETING
March 11, 2004

Hearing; Case 2004-9: Staff initiated request to amend Section 2311 (Accessory Structures and Buildings) of the Zoning Ordinance adding language regarding permits..

BACKGROUND

Staff has come across an oversight in the Zoning Ordinance. On July 31, 2001, The City of Muskegon began enforcing the State of Michigan Construction Code which said that building permits would no longer be required for accessory structure for one and two family dwellings where floor space does not exceed 200 square ft. Therefore the city has required a development permit for these less than 200 square ft. accessory structures. The language made it into the Shed brochure but was never added to the Zoning Ordinance. The ordinance language change is proposed in the first line below in bold italics.

Prohibited Signs and Exempt Signs

Excerpted from Section 2311 (Accessory Structures and Buildings):

SECTION 2311: ACCESSORY STRUCTURES & BUILDINGS

Accessory buildings ***shall require a development permit or when required by building codes, a building permit***, except as otherwise permitted in this Ordinance, ***and*** shall be subject to the following regulations:

1. Attached: Where the accessory building is structurally attached to a main building, it shall be subject to, and must conform with, all regulations of this Ordinance applicable to the main building.
2. Front Yard, prohibition: Buildings or structures accessory to the principal, shall not be permitted in any front yard. Parking lots are prohibited in any residential front yard. Security stations within an "I" District may be erected in any yard. [amended 10/02]
3. Height restrictions: Buildings accessory to residential buildings shall not be more than one (1) story or fourteen (14) feet in height.
4. Detached: Detached accessory buildings shall:
 - a. Be at least six (6) feet from any principal building
 - b. Be at least three (3) feet from any side or rear lot line.

- c. Not be located within a dedicated easement or right-of-way.
 - d. Any accessory structure placed in a residential property or zone in the city shall be of residential construction properly painted or sided. Pole style storage buildings and sheet metal accessory structures are prohibited in all residential zones or developments. [amended 8/01]
5. Replacement: Existing accessory structures may be replaced on the existing footprint provided they are wholly contained within the property and meet the required front yard setback.
 6. Satellite Dishes: Satellite dishes over twenty four inches (24") in diameter shall be considered accessory structures. The setback placement of satellite dishes shall be measured from the outermost edge of the dish.
 7. Number: No more than one (1) accessory building shall be located on any parcel within an "R" or "RT" district, except that two (2) may be permitted when one is a garage or other shelter for automobiles belonging to the residence.
 8. Not Permitted Prior to a Principal Structure: Accessory buildings and structures shall not be erected on a lot or parcel in a residentially zoned district prior to the establishment of a principal structure. Where two or more abutting lots are held under one ownership or control in a residentially zoned district, the owner may erect an accessory building on a lot separate from that one which the principal building is located, provided both lots are combined and used as one with a single tax description.

CITY OF MUSKEGON
MUSKEGON COUNTY, MICHIGAN

ORDINANCE NO. 2129

An ordinance to amend Section 2311 (Accessory Structures and Buildings), of Article XXIII (General Provisions) of the City's Zoning Ordinance to create provisions regarding permits.

THE CITY COMMISSION OF THE CITY OF MUSKEGON HEREBY ORDAINS:

Section 2311 (Accessory Structures and Buildings), of Article XXIII (General Provisions) of the Zoning Ordinance of the City of Muskegon is hereby amended to create provisions regarding permits:

SECTION 2311: ACCESSORY STRUCTURES & BUILDINGS

Accessory buildings shall require a development permit or when required by building codes, a building permit, except as otherwise permitted in this Ordinance, and shall be subject to the following regulations:

1. Attached: Where the accessory building is structurally attached to a main building, it shall be subject to, and must conform with, all regulations of this Ordinance applicable to the main building.
2. Front Yard, prohibition: Buildings or structures accessory to the principal, shall not be permitted in any front yard. Parking lots are prohibited in any residential front yard. Security stations within an "I" District may be erected in any yard. [amended 10/02]
3. Height restrictions: Buildings accessory to residential buildings shall not be more than one (1) story or fourteen (14) feet in height.
4. Detached: Detached accessory buildings shall:
 - a. Be at least six (6) feet from any principal building
 - b. Be at least three (3) feet from any side or rear lot line.
 - c. Not be located within a dedicated easement or right-of-way.
 - e. Any accessory structure placed in a residential property or zone in the city shall be of residential construction properly painted or sided. Pole style storage buildings and sheet metal accessory structures are prohibited in all residential zones or developments. [amended 8/01]
5. Replacement: Existing accessory structures may be replaced on the existing footprint provided they are wholly contained within the property and meet the required front yard setback.

6. Satellite Dishes: Satellite dishes over twenty four inches (24") in diameter shall be considered accessory structures. The setback placement of satellite dishes shall be measured from the outermost edge of the dish.
7. Number: No more than one (1) accessory building shall be located on any parcel within an "R" or "RT" district, except that two (2) may be permitted when one is a garage or other shelter for automobiles belonging to the residence.
8. Not Permitted Prior to a Principal Structure: Accessory buildings and structures shall not be erected on a lot or parcel in a residentially zoned district prior to the establishment of a principal structure. Where two or more abutting lots are held under one ownership or control in a residentially zoned district, the owner may erect an accessory building on a lot separate from that one which the principal building is located, provided both lots are combined and used as one with a single tax description.

This ordinance adopted:

Ayes: Larson, Shepherd, Spataro, Warmington, Carter, Davis, Gawron

Nays: None

Adoption Date: April 13, 2004

Effective Date: April 27, 2004

First Reading: March 23, 2004

Second Reading: April 14, 2004

CITY OF MUSKEGON

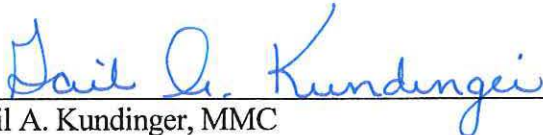
By: Gail A. Kunding
Gail A. Kunding, MMC, City Clerk

Ord. No. 2129

CERTIFICATE

The undersigned, being the duly qualified clerk of the City of Muskegon, Muskegon County, Michigan, does hereby certify that the foregoing is a true and complete copy of an ordinance adopted by the City Commission of the City of Muskegon, at a regular meeting of the City Commission on the 13th day of April, 2004, at which meeting a quorum was present and remained throughout, and that the original of said ordinance is on file in the records of the City of Muskegon. I further certify that the meeting was conducted and public notice was given pursuant to and in full compliance with Act No. 267, Public Acts of Michigan of 1976, as amended, and that minutes were kept and will be or have been made available as required thereby.

DATED: April 13, 2004.



Gail A. Kunding, MMC
Clerk, City of Muskegon

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

**CITY OF MUSKEGON
NOTICE OF ADOPTION**

Please take notice that on April 13, 2004, the City Commission of the City of Muskegon adopted an ordinance to amend Section 2311 (Accessory Buildings and Structures), of Article XXIII (General Provisions) of the City's Zoning Ordinance to create provisions regarding permits.

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 April 17, 2004

CITY OF MUSKEGON

By _____
Gail A. Kundinger, MMC
City Clerk

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

Account No. 101-80400-5354

Commission Meeting Date: April 13, 2004

Date: March 23, 2004
To: Honorable Mayor and City Commissioners
From: Planning & Economic Development *WC*
RE: Sale of Non-Buildable Lot at 550 McLaughlin Avenue

SUMMARY OF REQUEST:

To approve the sale of a vacant non-buildable lot (Parcel #24-205-081-0006-00) at 550 McLaughlin Avenue to Gurney Brower, of 560 McLaughlin Avenue, Muskegon, MI. Approval of this sale will allow the owner to expand his current yard. Mr. Brower is attempting to purchase the small vacant lot directly to the north of this City-owned property from a private owner. This lot is being offered to Mr. Brower for \$1 under the Dollar Lot Marketing Plan.

FINANCIAL IMPACT:

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

BUDGET ACTION REQUIRED:

None.

STAFF RECOMMENDATION:

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

COMMITTEE RECOMMENDATION:

CITY OF MUSKEGON

RESOLUTION #2004- 35 (d)

RESOLUTION APPROVING THE SALE OF A CITY-OWNED NON-BUILDABLE LOT

WHEREAS, the City of Muskegon has received \$1 from Gurney L. Brower, 560 McLaughlin Avenue, Muskegon, MI 49442 for the purchase of a vacant, City-owned lot located adjacent to his property at 550 McLaughlin Avenue, Muskegon, MI (parcel #24-205-081-0006-10); and

WHEREAS, this lot is considered unbuildable under the City's Zoning Ordinance; and

WHEREAS, the sale would enable the City to place this property back on the tax rolls, and would relieve the City of further maintenance; and

WHEREAS, the sale of this property would be in accordance with property disposition goals and the Dollar Lot Marketing Plan.

NOW, THEREFORE BE IT RESOLVED, that the CITY OF MUSKEGON REVISED PLAT OF 1903 S 76 FT LOT 6 BLK 81 be sold to Gurney L. Brower for \$1.

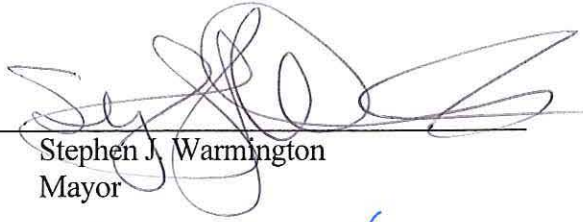
Resolution adopted this 13th day of April, 2004.

Ayes: Larson, Shepherd, Spataro, Warmington, Carter, Davis,
Gawron

Nays: None

Absent: None

By: _____


Stephen J. Warmington
Mayor

Attest: _____


Gail A. Kunding, MMC
Clerk

2004-35 (d)
CERTIFICATION

This resolution was adopted at a regular meeting of the City Commission, held on April 13, 2004. 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.

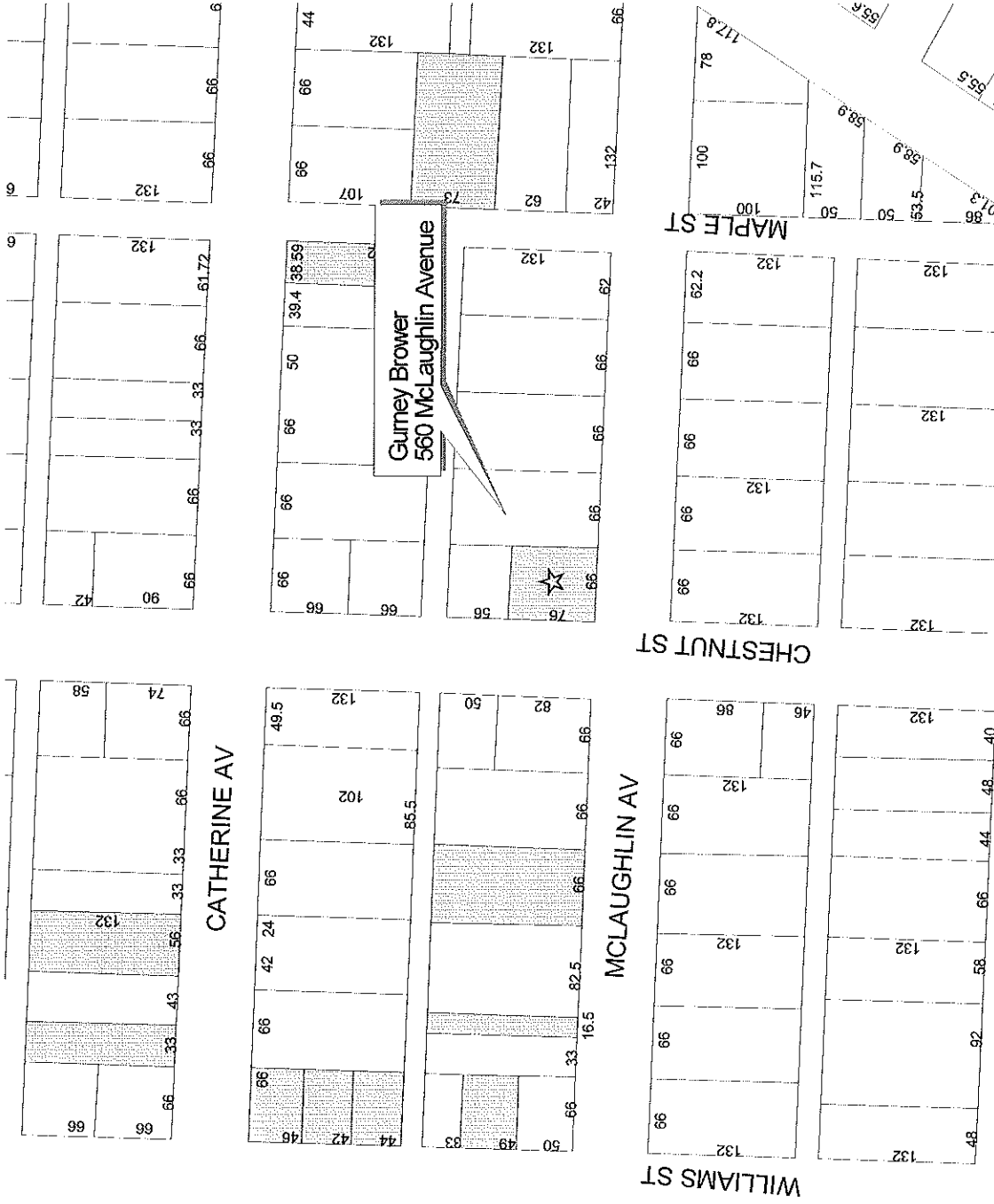
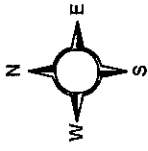
CITY OF MUSKEGON

By

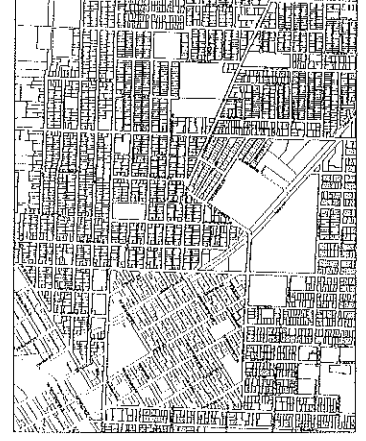


Gail A. Kunding, MMC
Clerk

Vacant Non-Buildable City-Owned Lot 550 McLaughlin Avenue



☆ = Subject Property(ies)
to be sold



QUIT-CLAIM DEED

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

QUIT CLAIMS to **GURNEY L. BROWER**, a married man, of 560 McLaughlin Avenue, Muskegon, Michigan 49442,

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, SOUTH 76 FEET OF LOT 6, BLOCK 81

for the sum of: One Dollar (\$1.00)

PROVIDED, HOWEVER, If the Grantee or adjoining property owner loses the adjoining property due to foreclosure or non-payment of taxes, the non-buildable lot shall revert to the Grantor. At that point in time when any lien covers both parcels or there are not liens on either parcel, the property owner may request and the Grantor shall agree to waive and terminate the reverter clause.

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 15th day of April, 2004.

Signed in the presence of:

Linda Potter
Linda Potter

JoAnn Krukowski
JoAnn Krukowski

CITY OF MUSKEGON

By Stephen J. Warmington
Stephen J. Warmington, Its Mayor

and Gail A. Kundingen
Gail A. Kundingen, MMC, Its Clerk

STATE OF MICHIGAN
COUNTY OF MUSKEGON

The foregoing instrument was acknowledged before me this 15th day of April, 2004, by STEPHEN J. WARMINGTON and GAIL A. KUNDINGER, MMC, the Mayor and 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 Avenue/P.O. Box 786
Muskegon, MI 49443-0786
Telephone: 231/722-1621

Linda S. Potter
Linda S. Potter, Notary Public
Muskegon County, Michigan
My Comm. Expires: 9-25-06

WHEN RECORDED RETURN TO: Grantee

SEND SUBSEQUENT TAX BILLS TO: Grantee

AGENDA ITEM NO. _____

CITY COMMISSION MEETING _____

TO: Honorable Mayor and City Commission

FROM: Department of Public Works

DATE: March 17, 2004

SUBJECT: Road Salt Procurement Authorization

SUMMARY OF REQUEST:

Authorize procurement of 4,500 tons road salt for the 2004/2005-winter season through the State of Michigan MiDeal Program.

FINANCIAL IMPACT:

Per ton price yet to be determined; 2003/2004 extended price is \$24.70/ton. At that price, 4,500 tons would total \$111,150.

BUDGET ACTION REQUIRED:

None; expense budgeted for through public works.

STAFF RECOMMENDATION:

COMMITTEE RECOMMENDATION:

Affirmative Action
(231)724-6703
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 Department
(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

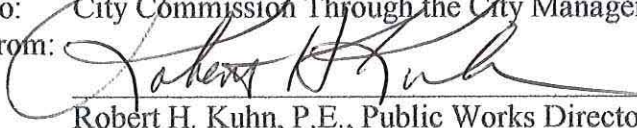
Public Works Dept.
(231)724-4100
FAX: (231)722-4188

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



Date: ~~March 17, 2004~~
To: City Commission Through the City Manager
From: 
Robert H. Kuhn, P.E., Public Works Director
Re: Road Salt Purchase for 2004 / 2005 Winter

Road salt is available under the State of Michigan MiDEAL Program (formerly the Extended Purchasing Program). Participation requires a signed commitment by April 30, 2004, indicating quantity (in tons) the city intends to procure, divided into "early delivery" and "seasonal backup." Participants are required to purchase the entire "early delivery" quantity, as well as a minimum of 70% of the "seasonal backup" quantity. Should the city require additional salt, the contractor agrees to furnish up to a maximum of 30% of the "seasonal backup" quantity. Soliciting independent bids and reselling to non-members and private companies are prohibited under this program.

Salt has been procured through this source for two winters. The 2002 / 2003 cost per ton was \$25.08; this winter the cost is \$24.70 per ton. We have purchased 4,069 tons, an expense of \$100,504. The requirement to purchase a minimum of 70% of the requested "seasonal backup" quantity has been met.

I request authorization to procure road salt for the 2004 / 2005 winter season through the state's program. It is felt an "early delivery" quantity is not needed; we will indicate a "seasonal backup" quantity of 4,500 tons. Of that amount, the city would be obligated to purchase 3,150 tons at a yet-to-be-determined extended price. Should we experience a particularly harsh winter, the contractor agrees to furnish up to a maximum of 5,850 tons.

(L/Bice/Bids/2004_05 Road Salt)

AGENDA ITEM NO. _____

CITY COMMISSION MEETING _____

TO: Honorable Mayor and City Commission

FROM: Department of Public Works

DATE: April 6, 2004

SUBJECT: Aggregates, Highway Maintenance Materials and Concrete

SUMMARY OF REQUEST:

Award bid to supply H1 and H2 limestone chip blend to Verplank Trucking Company.

Award bid to supply road slag to Verplank Trucking Company.

Award bid to supply sylvax-patching material UPM-CP-7 to Rieth-Riley Construction Co., Inc.

Award bid to supply bituminous asphalt product to Asphalt Paving, Inc.

Award bid to supply Calcium Chloride 38% (road brine) and 32% (winter salting) to Liquid Dustlayer, Inc.

Award bid to supply 7-sack mix concrete to Port City Redi-Mix Company, contingent upon product availability, timely deliveries, and prices as quoted.

FINANCIAL IMPACT:

\$120,480, based on 2003 quantities at 2004 quotes.

BUDGET ACTION REQUIRED:

None; monies appropriated in several budgets.

STAFF RECOMMENDATION:

COMMITTEE RECOMMENDATION:

Affirmative Action
(231)724-6703
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
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FAX: (231)726-2501

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FAX: (231)722-4301

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FAX: (231)727-6904

Finance Dept.
(231)724-6713
FAX: (231)724-6768

Fire Department
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FAX: (231)724-6985

Income Tax
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FAX: (231)724-6768

Inspection Services
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FAX: (231)728-4371

Leisure Services
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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



To: The City Commission Through The City Manager
From: Mohammed Al-Shatel, Deputy Director of Public Works
Date: April 6, 2004
Subject: 2004 Aggregates, Highway Maintenance Materials, and Concrete

Requests for bids to provide road maintenance materials were solicited in *The Chronicle* and from vendors on file. It is recommended that the vendor in bold print supply Public Works with product as needed in 2004. Moneys have been appropriated for these purchases.

500 ton H1 Limestone Chip Blend (\$10.34 in 2003; \$553.00)
Verplank Trucking Co. \$13.78 per ton, delivered

500 ton H2 Limestone Chip Blend (\$11.86 in 2003; \$0)
Verplank Trucking Co. \$13.78 per ton, delivered

9,000 ton Road Slag 22-A Natural (\$8.94 in 2003; \$23,795)
Verplank Trucking Co. \$8.67 per ton, delivered
Meekhof's Lakeside Dock \$10.25 per ton, delivered
Verplank Trucking Co. \$7.11 per ton, delivered, gravel
Frank Adams Trucking \$7.60 per ton, delivered, gravel

500 ton Sylva Patching Material, UPM-CP-7 (\$58.00 in 2003; \$8,168)
Rieth-Riley Construction Co. \$56.00 per ton, delivered
Asphalt Paving, Inc. \$65.85 per ton, delivered

200 ton Bituminous Asphalt 4:12, Base (\$35.00 in 2003; \$15,117)
Asphalt Paving, Inc. \$35.00 per ton, picked up

1,000 ton Bituminous Asphalt 4:12, Top (\$35.00 in 2003; \$7,355)
Asphalt Paving, Inc. \$35.00 per ton, picked up

85,000 gallons Calcium Chloride 38% (road brine) (\$0.39 in 2003; \$25,861)
Liquid Dustlayer, Inc. \$0.39 per gallon, spread

15,000 gallons Calcium Chloride 32% (winter salting) (\$0.32 in 2003; \$950)
Liquid Dustlayer Inc. \$0.32 per gallon, stored

15,000 gallons Polymer Modified Anionic Asphalt Emulsion (HFST Emulsion)
(\$0.78 in 2002; no bid in 2003; \$0)
No bid

Concrete mix as needed (7 Sack Mix \$64.00* in 2003, \$35,436)

Port City Redi-Mix	\$64.00 per cubic yard, 7 Sack Mix, delivered*
Consumers Concrete	\$66.00 per cubic yard, 7 Sack Mix, delivered
High Grade Concrete Prod.	\$66.00 per cubic yard, 7 Sack Mix, delivered

*The 7-sack mix is the most commonly used product. It should be noted that concrete purchases may include several miscellaneous charges, including, but not limited to, hot water, chloride, small loads, second drops, winter price, extra unload time. High Grade Concrete Products' bid was low on the majority of miscellaneous charges. However, based on 2003 purchases, the savings realized by awarding the bid to High Grade for their lower miscellaneous charges did not surpass the savings in purchasing the concrete from Port City Redi-Mix. Purchases will be made from recommended bidder, contingent upon product availability, timely deliveries, and prices as quoted.

2004 Aggregates, Highway Maintenance Materials and Concrete Bidders

Frank Adams Trucking & Excavating Inc
PO Box 863
Pentwater MI 49449

Asphalt Paving, Inc.
1000 E. Sherman Boulevard
Muskegon MI 49444-0190

Consumers Concrete Corp.
4400 E. Evanston Avenue
Muskegon MI 49442

High Grade Concrete
540 N. Maple Street
Spring Lake MI 49456

Liquid Dustlayer, Inc.
P.O. Box 188
Manistee MI 49660

Meekhof's Lakeside Dock Inc.
16861 120th Avenue
Nunica MI 49448

Port City Redi-Mix Company
1780 Sheridan Road
Muskegon MI 49442

Rieth-Riley Construction Co., Inc.
867 Egypt Valley
Ada MI 49301

Verplank Trucking Co.
PO Box 8
Ferrysburg MI 49409

Date: 04/06/04
To: Honorable Mayor and City Commission
From: Brett Kraley, Equipment Supervisor DPW
RE: Video Systems

SUMMARY OF REQUEST: Approval to purchase ten video systems for police cruisers.

FINANCIAL IMPACT: Cost per unit \$5,907.50

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: Approve purchase of new video systems for police cruisers.

Memorandum

To: Honorable Mayor and Commissioner
From: Brett Kraley
Date: 04/06/04
Re: Video Systems

The VHS systems that we began replacing last year continue to fail on a regular basis, costing the police department both staff time and lost use of the vehicle. These systems have been in service for seven years of continuous 24-hour operation and are in need of replacement. We would like to begin retrofitting ten (10) of the lowest mileage cruisers with new DVD systems to ensure dependable service to the community.

The vendor for this purchase is Kustom Signal from Lenexa, Kansas, the same company from which we purchased the ten systems last year. We have been more than satisfied with their product and service. We expect to complete the purchase of the final seven (7) systems in 2005.

I recommend we begin the process of retrofitting our cruisers with the purchase of ten (10) new DVD systems from Kustom Signal.

Commission Meeting Date: April 13, 2004

Date: April 2, 2004
To: Honorable Mayor & City Commission
From: Planning & Economic Development Department *CBC*
RE: Sheldon Park Neighborhood Maintenance Agreement

SUMMARY OF REQUEST: To approve the attached Agreement between Sheldon Park Neighborhood Association and the City of Muskegon. We have had an agreement with the Neighborhood Association since 1997, which has been renewed every 1-2 years.

FINANCIAL IMPACT: The City donates \$2,000 to the Association to maintain the Northwest corner of Evanston and Oak Grove Street and the South side of McLaughlin Avenue just East of Burton Road. This is for the term of the Agreement (May 1, 2004-December 31, 2005).

BUDGET ACTION REQUIRED: None.

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

COMMITTEE RECOMMENDATION: None.

**CITY OF MUSKEGON
NEIGHBORHOOD CITY LOT MAINTENANCE AGREEMENT**

THIS AGREEMENT effective May 1, 2004 is made between the CITY OF MUSKEGON, 933 Terrace Street, Muskegon, Michigan ("City") and the SHELDON PARK NEIGHBORHOOD IMPROVEMENT ASSOCIATION, of 1128 Roberts Street, Muskegon, Michigan ("Sheldon Park"), because Sheldon Park wishes to accomplish and perpetuate the maintenance of the City owned lots on the attached Exhibit A for the betterment and beautification of their neighborhood, and because the City wishes to encourage neighborhood associations such as Sheldon Park in this way and in general involvement in the neighborhoods of the City.

THEREFORE THE PARTIES AGREE:

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

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

3. **Special Conditions.**

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

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

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

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

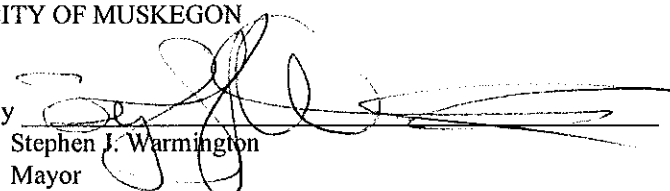
3.5 Sheldon Park shall use its best efforts to assure that the properties will be maintained in accordance with applicable City codes and ordinances.

4. **Term of the Agreement.** This agreement shall have a term of May 1, 2004 through December 31, 2005. Payments of the amount for said shall be made at reasonable intervals during the term of this agreement. The agreement may be terminated by either party on 30 days notice.

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

CITY OF MUSKEGON

Dated: April 15, 2004

By 
Stephen J. Warmington
Mayor

Dated: April 15, 2004

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

THE SHELDON PARK NEIGHBORHOOD
IMPROVEMENT ASSOCIATION

Dated: 4/5, 2004

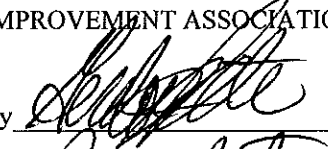
By 
Its President

EXHIBIT A

LOCATION AND LEGAL DESCRIPTIONS OF CITY LOTS

Commission Meeting Date: April 13, 2004

Date: March 18, 2004
To: Honorable Mayor and City Commissioners
From: Planning & Economic Development *CBC*
RE: Public Hearing - Request for an Industrial Facilities
Exemption Certificate – United Sign Company

SUMMARY OF REQUEST:

Pursuant to Public Act 198 of 1974, as amended, United Sign Company, 2068 E. Sherman Boulevard, Muskegon, Michigan, has requested the issuance of an Industrial Facilities Exemption Certificate. The total capital investment for this project is \$652,095 in personal property will lead to the retention of 2 jobs. This request qualifies United Sign Company for a 6-year exemption on personal property. United Sign Company's current workforce is 16.

FINANCIAL IMPACT:

The City will capture certain additional property taxes and income taxes generated by the expansion (see attached Summary Sheet).

BUDGET ACTION REQUIRED:

None

STAFF RECOMMENDATION:

Approval of the attached resolution granting an Industrial Facilities Exemption Certificate for a term of six (6) years for personal property to United Sign Company.

COMMITTEE RECOMMENDATION:

None

MUSKEGON CITY COMMISSION

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

UNITED SIGN COMPANY

WHEREAS, pursuant to P.A. 198 of 1974 as amended, after duly noticed public hearing held on July 26, 1983, this Commission by resolution established an Industrial Development District as requested by the City of Muskegon for the owners of property in the Port City Industrial Park, Muskegon, Michigan 49444; and

WHEREAS, United Sign Company has filed an application for the issuance of an Industrial Facilities Tax Exemption Certificate with respect to new machinery and equipment to be installed within said Industrial Development District; and

WHEREAS, before acting on said application the Muskegon City Commission held a public hearing on April 13, 2004, at the Muskegon City Hall in Muskegon, Michigan at 5:30 p.m. at which hearing the applicant, the assessor and representatives of the affected taxing units were given written notice and were afforded an opportunity to be heard on said application; and

WHEREAS, the installation of machinery and equipment had not begun earlier than six (6) months before March 15, 2004, the date of the acceptance of the application for the issuance of an Industrial Facilities Tax Exemption Certificate; and

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

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

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

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

CITY OF MUSKEGON PORT CITY INDUSTRIAL CENTER NO 5 LOT 58

- 3) The Industrial Facilities Tax Exemption Certificate is issued and shall be and remain in force and effect for a period of six (6) years on personal property.

Adopted this 13th Day of April 2004

Ayes: Spataro, Warmington, Carter, Davis, Gawron, Larson, Shepherd

Nays: None

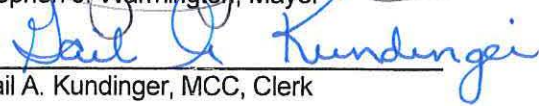
Absent: None

BY:



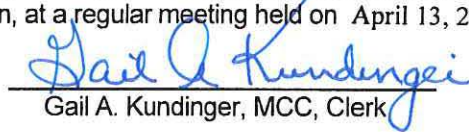
Stephen J. Warmington, Mayor

ATTEST:



Gail A. Kunderinger, MCC, 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 13, 2004.



Gail A. Kunderinger, MCC, Clerk

Inca Columbia



The fastest flatbed in the world just got faster!

The Inca Columbia - Quality AND Quantity

With superior print quality, the Inca Columbia wide format flatbed printer can also print at extremely high speeds, more than 1300ft²/hour. This impressive combination of high resolution print quality and record achieving speed sets new standards in the wide format graphics market place

The Inca Columbia, like the Inca Eagle, provides a unique set of benefits for the wide format graphics printer.

- **No pre-press** - a powerful Wasatch 4.4 RIP accepts all common files and processes them at high speed ready for printing.
- **Minimal set up time** - simple machine operation and accurate job positioning enable immediate printing
- **Customized printing** - run lengths as low as one provide four colour variable data
- **Low print waste** - sophisticated, high precision engineering design reduces waste to a minimum with no 'Just In Case' printing
- **Direct to substrate** - Prints onto standard substrates without special coatings to a thickness of more than one and a half inches
- **Superb image quality** - Print resolution up to 1200dpi sets new standards for outdoor graphics.
- **Prints to edge of sheet** - extreme register accuracy ensures that images can be printed to bleed, eliminating trimming in many cases
- **On press proofing** - the perfect solution for customer acceptance
- **UV curing 'on the fly'** - instant drying of Uvjet inks means that press speed & print drying are not compromised
- **No overcoat required** - laminating and over varnishing are unnecessary with Sericol Uvjet ink
- **Minimal post print processing** - no mounting to rigid sheets, no cutting from the roll enabling customer delivery direct from the press

Sericol Imaging

IncaColumbia Specifications*

Press

Print technology	Piezo drop on demand inkjet
Print speeds	Variable up to 1325ft ² /hr (123m ² /hr)
Format	126 inches x 63 inches (3.2 meters) x (1.6meters)
Maximum substrate thickness	1.5 inches (40mm)
Maximum weight per sheet	.88 pounds (40 kilogrammes)
Resolution	Variable up to 800 dpi x 1200 dpi

Operator Console

Pentium twin Xeon PC with UPS
and dual 36GB SCSI hard disk
Eaglerun software for choosing
print jobs and positioning
Touchscreen for machine control
functions

RIP

Wasatch 4.4
Windows 2000 workstation
Dual 80Gb hard disks
Intel Pentium 4 2.4GHz

Sericol Uvijet Inks

Four color process
UV curing, pigmented inks
Durable outdoor 3 years

Physical Dimensions

Width	10.5 feet (3.2 meters)
Length	31 feet (9.45 meters)
Height	6 feet (1.77 meters)
Weight	6600 lbs (3000 kilogrammes)
Space requirements	50 feet x 25 feet (15 meters x 7.5 meters)

Requirements

Voltage supply	Constant power supply 380/400V 3-Phase neutral & earth, power rated to 32 amps per phase. Network 100BaseT.
----------------	---

* Data subject to change without notice.

Uvijet

... leading edge
liquid technology

With more than 25 years experience in UV ink chemistry, Sericol Imaging offers a range of ink systems that are a generation ahead.

Uvijet inks dry instantly when activated by UV radiation so they remain stable in the printhead, ensuring faithful reproduction, whilst drying fast enough to keep up with the speed of the Inca Columbia press.

Micro-V pigment dispersions

Using the unique Micro-V dispersion technology, Uvijet inks provide vibrant, durable, ultra-wide gamut colors using automotive grade pigments with the highest lightfastness rating to ensure your prints last and last.

The Uvijet range is designed to print onto almost everything the wide format graphic printer demands, from paper & board to a wide range of plastics.

Sericol Imaging

The Inkjet Division of Sericol
1101 West Cambridge Drive
Kansas City KS 66103-1311
USA

Tel: +1 913 342 4060
Fax: +1 913 342 4752

www.sericol.com/imaging



Commission Meeting Date: April 13, 2004

Date: March 18, 2004
To: Honorable Mayor and City Commissioners
From: Planning & Economic Development *CBC*
RE: Public Hearing - Request for an Industrial Facilities
Exemption Certificate – Total Quality Machining, Inc.

SUMMARY OF REQUEST:

Pursuant to Public Act 198 of 1974, as amended, Total Quality Machining, Inc, 2226 Olthoff Drive, Muskegon, Michigan, has requested the issuance of an Industrial Facilities Exemption Certificate. The total capital investment for this project is \$129,503 in personal property will lead to the retention of 10 jobs. This request qualifies Total Quality Machining, Inc. for a 6-year exemption on personal property. Total Quality Machining, Inc.'s current workforce is 10.

FINANCIAL IMPACT:

The City will capture certain additional property taxes and income taxes generated by the expansion (see attached Summary Sheet).

BUDGET ACTION REQUIRED:

None

STAFF RECOMMENDATION:

Approval of the attached resolution granting an Industrial Facilities Exemption Certificate for a term of six (6) years for personal property to Total Quality Machining, Inc.

COMMITTEE RECOMMENDATION:

None

Resolution No. 2004-37(b)

MUSKEGON CITY COMMISSION

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

TOTAL QUALITY MACHING, INC.

WHEREAS, pursuant to P.A. 198 of 1974 as amended, after duly noticed public hearing held on February 23, 1999, this Commission by resolution established an Industrial Development District as requested by Reid Tool Supply Company, 2265 Black Creek Road, Muskegon, Michigan 49444; and

WHEREAS, Total Quality Machining, Inc. has filed an application for the issuance of an Industrial Facilities Tax Exemption Certificate with respect to new machinery and equipment to be installed within said Industrial Development District; and

WHEREAS, before acting on said application the Muskegon City Commission held a public hearing on April 13, 2004, at the Muskegon City Hall in Muskegon, Michigan at 5:30 p.m. at which hearing the applicant, the assessor and representatives of the affected taxing units were given written notice and were afforded an opportunity to be heard on said application; and

WHEREAS, the installation of machinery and equipment had not begun earlier than six (6) months before March 15, 2004, the date of the acceptance of the application for the issuance of an Industrial Facilities Tax Exemption Certificate; and

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

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

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

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

CITY OF MUSKEGON PORT CITY INDUSTRIAL CENTER NO 4 LOTS 39 & 40

- 3) The Industrial Facilities Tax Exemption Certificate is issued and shall be and remain in force and effect for a period of six (6) years on personal property.

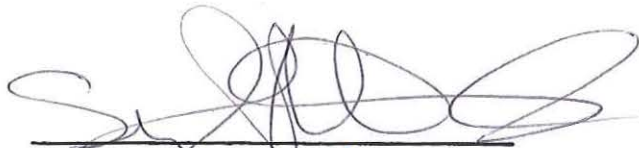
Adopted this 13th Day of April 2004

Ayes: Warmington, Carter, Davis, Gawron, Larson, Shepherd, Spataro

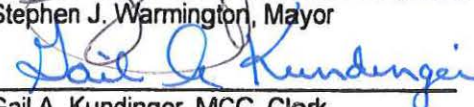
Nays: None

Absent: None

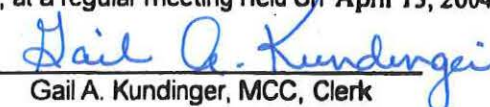
BY:


Stephen J. Warmington, Mayor

ATTEST:


Gail A. Kunderger, MCC, 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 13, 2004.


Gail A. Kunderger, MCC, Clerk

Date 10/7/03Bill of Lading No. 132239

Truck No. _____

Load No. 2039731

Trailer No. _____

STRAIGHT BILL OF LADING
ORIGINAL -- NOT NEGOTIABLELOAD #
2039731
US DOT No. 092693
MC-ICC 129712CARRIER Bennett Motor Express, Inc.,
1001 Industrial Parkway, P.O. Box 569, McDonough, GA 30253

(SCAC) BGME

FROM: Shipper Address (Origin)

Elizabeth NJ Warehouse
50 Front St.
Elizabeth, NJ 07206
Mario 908-353-0200

TO: *Consignee Address (Destination)

Total Quality Machining
2226 Olthoff
Muskegon, MI 49444
Mark Ganel 231 767 1825

On Collect on Delivery shipments, the letter "COD" must appear before consignee's name.

RECEIVED the property described below, in apparent good order, except as noted (contents and conditions of contents of packages unknown) marked, consigned, and destined as shown above, which said carrier (the word carrier being understood throughout the contract as meaning any person or corporation in possession of the property under the contract) agrees to carry to its usual place of delivery at said destination, if on its route; otherwise deliver to another carrier on the route to said destination. It is mutually agreed, as to each carrier or all or any of said property over all or any portion of said route to destination, and as to each party at any time interested in all or any said property, that every service to be performed hereunder shall be subject to all terms and conditions of the back of this bill of lading.

Shipper hereby certifies that he is familiar with all the terms and conditions of the said bill of lading, including those on the back hereof, set forth in BGME 101

Rules/Tariff

FOR PAYMENT SEND BILL TO:

-REMIT C.O.D.

Name:

TO:

Address:

ADDRESS:

City-State

Zip:

* 24 HR NOTICE REQUIRED *
* MUST DELIVER 8AM *
THURS. 7-10-03

No.	Description	Weight	Rate	Miles	Total
1	DAEWOO PUMA 300C SN PM251303	14000			

C.O.D. FEE

PREPAID

COLLECT

C.O.D. AMT: \$

\$

\$

Subject to Section 7 of conditions if the shipment is to be delivered to the consignee without recourse on the consignor, the consignor shall sign the following statement:
The carrier shall not make delivery of this shipment without payment of freight and all other lawful charges.

Signature of consignor

*If the shipment moves between two ports by a carrier by water, the law requires that the bill of lading shall state whether it is "carrier's or shipper's weight".
NOTE: (1) Where the rate is dependent on value, shippers are required to state specifically in writing the agreed or declared value of the property, as follows:

"The agreed or declared value of the property is hereby stated by the shipper to be not exceeding _____ per _____."

(2) Where the applicable tariff provisions specify a limitation on the carrier's liability absent a release or a value declaration by shipper and the shipper does not release the carrier's liability or declare a value, the carrier's liability shall be limited to the extent provided by such provisions.

This is to certify that the above named materials are properly classified, described, packaged, marked and labeled and are in proper condition for transportation according to applicable regulations of the Department of Transportation.

SHIPPER
PERCARRIER
PERCONSIGNEE
PER

Jennifer Hoplight

BENNETT
MOTOR EXPRESS

Mark Ganel

ORIGINAL COPIES

Date: March 31, 2004
To: Honorable Mayor and City Commissioners
From: Ric Scott
RE: Pere Marquette Ground Lease Assignment

SUMMARY OF REQUEST:

To authorize the assumption of the ground lease for the restaurant at Pere Marquette Park

FINANCIAL IMPACT:

None

BUDGET ACTION REQUIRED:

None

STAFF RECOMMENDATION:

Approve

COMMITTEE RECOMMENDATION:

Affirmative Action
(231)724-6703
FAX: (231)722-1214

Assessor/Equalization
(231)724-6708
FAX: (231)726-5181

Cemefery 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

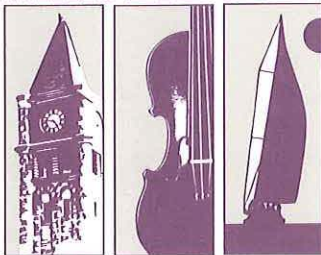
Public Works Dept.
(231)724-4100
FAX: (231)722-4188

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

Date: March 31, 2004

To: Honorable Mayor and City Commissioners

From: Ric Scott

Re: Pere Marquette Ground Lease Assignment

Attached is a proposed assignment of the ground lease for the restaurant building at Pere Marquette. Pavilion properties is the current owner of the building. J.P. Lawrence is the proposed new operator of the restaurant. The two owners of J. P. Lawrence own a restaurant and a bar in GR.

The ground lease cannot be assigned without the Commissions approval. The attorney staff has agreed to the attached assignment document.

I would ask that you approve the assignment and authorize the mayor and clerk sign on behalf of the city.

Thank you for your consideration.

ASSIGNMENT AND ASSUMPTION OF GROUND LEASE

THIS ASSIGNMENT AND ASSUMPTION OF GROUND LEASE is made as of this 7th day of June, 2004, by and between Pavilion Properties, L.L.C., a Michigan limited liability company (the "Assignor") and J.P. Lawrence, L.L.C., a Michigan limited liability company of 233 Henry Street, Grand Rapids, MI 49503 (the "Assignee"), with the consent of the City of Muskegon (the "City").

PRELIMINARY STATEMENT

A. Assignor is the lessee of certain premises commonly known as 1601 Beach Street, Muskegon, Michigan (the "property") under a ground lease dated April 1, 2001 with the City, as lessor (the "Ground Lease").

B. Assignor has agreed to assign to Assignee all of the lessee's interest in the Ground Lease in connection with its acquisition of the liquor licenses and related permits associated with the property, and Assignee has agreed to accept such assignment and assume the obligations of the lessee thereunder.

AGREEMENT

In consideration of the premises stated above, and for other good and valuable consideration, IT IS AGREED:

1. **Assignment and Assumption.** Assignor transfers, assigns and conveys to Assignee the Assignor's interest as lessee in the Ground Lease. Assignee hereby accepts the assignment of the Ground Lease and assumes and agrees to perform all of Assignor's obligations under the Ground Lease.

2. **Representations and Warranties By Assignor .** Assignor represents and warrants to Assignee that the attached instrument is a true and complete copy of the Ground Lease; that Assignor is the lawful owner of the lessee's interest in the Ground Lease; and that Assignor has not assigned, pledged, or mortgaged the Ground Lease to anyone by an instrument which remains outstanding as of this date.

3. **Consent.** The City joins in the execution of this instrument solely for the purpose of acknowledging its consent to the assignment of the Assignor's interest in the Ground Lease to Assignee.

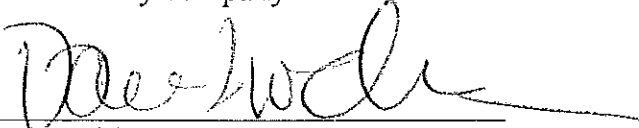
4. **Entire Understanding.** This Assignment and Assumption contain the entire understanding of the parties on the subject matter of this Assignment and Assumption and the parties hereby acknowledge that there have been and are no representations, warranties, covenants, or understandings other than those expressly set forth herein or therein.

5. **Parties Bound.** The covenants, agreements, terms, provisions and conditions of this Assignment and Assumption shall bind and benefit the several respective heirs, representatives, successors and assigns of the parties hereto.

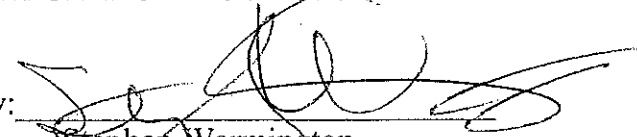
IN WITNESS OF WHICH, the parties have executed this instrument to be effective as above described.

ASSIGNOR:

PAVILION PROPERTIES, L.L.C., a Michigan
limited liability company

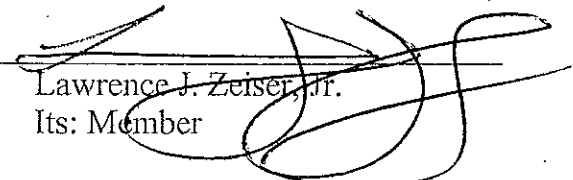
By: 
David W. Charron
Its: Manager

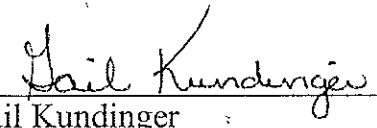
THE CITY OF MUSKEGON

By: 
Stephen Warrington
Its: Mayor

ASSIGNEE:

J.P. LAWRENCE, L.L.C., a Michigan limited
liability company

By: 
Lawrence J. Zeiser, Jr.
Its: Member

And By: 
Gail Kunding
Its: City Clerk

Approved by:

STATE OF MICHIGAN)
)ss.
COUNTY OF _____)

Acknowledged before me in _____ County, Michigan, on _____, 2004 by _____, manager of Pavilion Properties, LLC, a Michigan limited liability company, for the company.

_____, Notary Public
_____ County, Michigan
My commission expires: _____

STATE OF MICHIGAN)
)ss.
COUNTY OF _____)

Acknowledged before me in _____ County, Michigan, on _____, 2004 by _____, member of J P Lawrence, L.L.C., a Michigan limited liability company, for the company.

_____, Notary Public
_____ County, Michigan
My commission expires: _____

STATE OF MICHIGAN)
)ss.
COUNTY OF MUSKEGON)

Acknowledged before me in Muskegon County, Michigan, on April 15, 2004 by Stephen Warmington, Mayor, and Gail Kunding, City Clerk, of the City of Muskegon.

Linda S. Potter
Linda S. Potter, Notary Public
Muskegon County, Michigan
My commission expires: 9-25-06

Prepared by:
David W. Charron
Charron & Hanisch, PLC
5242 Plainfield Avenue NE
Grand Rapids, MI 49525

Date: March 31, 2004
To: Honorable Mayor and City Commissioners
From: Ric Scott
RE: Hartshorn Marina Proposals

SUMMARY OF REQUEST:

To authorize staff to negotiate a contract with Westrec Management, Inc. to manage Hartshorn Marina and other marina properties beginning in 2005

FINANCIAL IMPACT:

Unknown

BUDGET ACTION REQUIRED:

None

STAFF RECOMMENDATION:

Approve

COMMITTEE RECOMMENDATION:

Date: March 31, 2004
To: Honorable Mayor and City Commissioners
From: Ric Scott
Re: Hartshorn Marina Proposals

On February 2, 2004, three proposals were received for the contracting out of Hartshorn Marina. Two proposals were received before the 2:00 opening and one proposal (Westrec) was received just after 2:00 as the overnight company delivered it late.

After a review of the proposals, staff is recommending that you reject all proposals, but authorize staff to enter into negotiations with Westrec for a contract to operate the marina and other facilities for the 2005 season. Westrec manages the City of Chicago's marinas and would like to better evaluate this seasons operations before committing to a contract for 2005. Any proposed contract will also need the approval of the Waterways Commission of the DNR.

I would ask that you authorize staff to negotiate a contract for contracting out the marina operations for 2005. The contract would be brought back for your approval.

Thank you for your consideration.

Commission Meeting Date: April 13, 2004

Date: April 1, 2004
To: Honorable Mayor & City Commission
From: Planning & Economic Development Department
RE: Request for Extension of Deadlines for Former Lakos Property

Refer back to Staff to negotiate extension & report back to Commission
CBC

SUMMARY OF REQUEST: On February 8, 2000, the City of Muskegon and Desiree Enterprises (Holiday Inn) entered into a "Real Estate Agreement" for the sale of the former Lakos property. At that time, the owners were required to construct a building on the premises within 18 months of closing. On January 22, 2002, an "Amendment Agreement" was entered into between the parties, which allowed for the buyer to construct a parking lot on the premises by May 31, 2002 (which was accomplished), to provide a written schedule of the construction activities to the City by January 15, 2003 (which has not occurred) and to complete the improvements by January 15, 2005. The City has requested the construction schedule from the buyer. However, the purchaser has submitted a letter requesting another time extension (the most recent letter from Mr. Elkhoully requests a 10-12 month extension- see letters attached). Since no schedule or building plans have been forthcoming, and due to the fact that the "Amendment" has been violated, staff is recommending the City proceed with a reversion of the property back to the City.

FINANCIAL IMPACT: The City will have an additional piece of property that can be sold for future development.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: To deny the request to extend the deadline for the "Amendment" and to proceed with legal action to cause the property to be reverted to the City of Muskegon. However, if the City Commission would prefer that an extension be granted, staff recommends that the Commission refer the item back to staff to negotiate with the purchaser for acceptable terms.

COMMITTEE RECOMMENDATION: None.



MUSKEGON  HARBOR

April 2, 2004

Cathy Brubaker-Clarke
Community and Encomiasts Development
City of Muskegon
933 Terrace Street
PO BOX 536
Muskegon, MI 49443

Re: Desiree Enterprises, Inc

Dear Mrs. Brubaker-Clarke,

On behalf of Desiree Enterprises, Inc we would like to request an extension on the construction for the former Lakos Property. We are asking for a 10-12 month extension because we need to be prepared for the upcoming downtown development. This will help us decide on what will be most beneficial for Desiree Enterprises Inc, to decide on what to make of this property for our community and our investment. Also due to the difficult time in our economy this will make us more efficient to be prepared for the development. Desiree Enterprises Inc, will have a specific plan to show what will be planned for this property and this plan will be completed by the end of October 2004. The construction for this property will start by the end of March 2005. We would appreciate the understanding and support in this situation. Please take this request into consideration due to the fact that we are looking forward to the growth in our community and to make the best of downtown Muskegon.

Sincerely,


Gamal Elkhoully, CHA
General Manager/Owner
Holiday Inn Muskegon Harbor



A & M HOSPITALITY AND MANAGEMENT, INC.
24725 Greenfield Road
Southfield, MI 48075

AKRAM G. NAMOU
President

RECEIVED
MAR 9 2004
CITY OF MUSKEGON
PLANNING DEPARTMENT

Direct Dial 248.557.9030
Fax: 248.557.0513

March 5, 2004

Cathy Brubaker-Clarke
Director of Community &
Economic Development
City of Muskegon
933 Terrace Street, P.O. Box 536
Muskegon, MI 49443-0536

RE: **Former Lakos Property adjacent to Holiday Inn.**

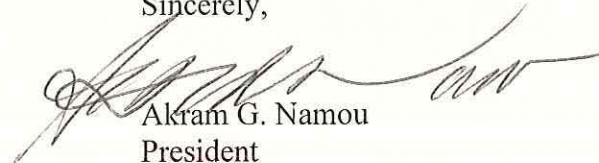
Dear Ms Brubaker-Clare,

Thank you for your letter of February 11, 2004 with respect to the above property. The past three years have flown by. We are excited about improving the property, and look forward to working with you. With this in mind, the past three years have seen an economy that has made working in the Hospitality Industry very difficult. Since 911, like other Hotels throughout the country, the Holiday Inn has suffered a sharp drop in occupancy levels. We have put substantial investment into the Holiday Inn and in spite of the troubled economy we are committed to riding out these difficult times. I'm sure that you have a front row seat to view the many challenges faced by the entire city of Muskegon in this business environment. As a result, financing new construction has become a very arduous task.

In spite of these factors, we believe that there is still potential for developing this property, but believe that the timing could be improved by delaying the project. For these reasons we would ask for your consideration for a reasonable extension of the deadlines in the purchase agreement, perhaps for up to three years.

Please give me a call so that we can discuss the arrangements necessary to this project. Your consideration is greatly appreciated.

Sincerely,



Akram G. Namou
President

REAL ESTATE PURCHASE AGREEMENT

THIS AGREEMENT is made FEBRUARY 8, 2000, by and between **CITY OF MUSKEGON**, a municipal corporation, with offices at 933 Terrace, Muskegon, Michigan 49440 ("Seller"), and ~~MUSKEGON NIGHTS, INC.~~, of 939 Third Street, Muskegon, Michigan 49440 ("Buyer"). ~~DESIRE ENTERPRISES, INC.~~

1. **General Agreement and Description of Premises.** Seller agrees to sell, and Buyer agrees to buy, marketable record title of real estate, and all improvements thereon, with all beneficial easements, and with all of Seller's right, title and interest in all adjoining public ways, the real property commonly known as 428 W. Western Avenue, Muskegon, Michigan ("Premises"), and specifically described as:

Lot 8, EXCEPT the Easterly four inches thereof, and all of Lots 9, 10 and 11; also Lot 12, EXCEPT the Southwesterly 6/10ths of a foot, of Block 566 of the Revised Plat of the City of Muskegon.

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

2. **Purchase Price and Manner of Payment.** The purchase price for the Premises shall be Thirty Five Thousand Dollars (\$35,000), payable as follows:

Fifteen Thousand Dollars (\$15,000) shall be paid to Buyer in certified funds at closing;

The balance of Twenty Thousand Dollars (\$20,000) shall be paid in two payments of Ten Thousand Dollars (\$10,000) each, on the anniversary date and the second anniversary date of the closing. Balances due from time to time shall accrue interest, compounded monthly, at 6% per annum. Buyer shall execute a Land Contract in the form attached to this Agreement reflecting the said payment arrangement (Exhibit A). The Land Contract shall carry the conditions and indemnity provisions set forth in this Agreement.

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

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

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

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

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

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

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

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

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

Such representations and warranties shall be deemed to have been made again by Seller as of the Closing. The representations, warranties and covenants set forth in this paragraph shall survive the Closing.

8. **Condition of Premises and Examination by Buyer.** NO IMPLIED WARRANTIES OF HABITABILITY, QUALITY, CONDITION, FITNESS FOR A PARTICULAR PURPOSE, OR ANY OTHER IMPLIED WARRANTIES SHALL OPERATE BETWEEN SELLER AND BUYER, AND BUYER EXPRESSLY WAIVES ANY AND ALL

SUCH IMPLIED WARRANTIES. BUYER UNDERSTANDS AND AGREES THAT THE PREMISES ARE TAKEN "AS IS," SUBJECT TO THE EXPRESS COVENANTS, CONDITIONS AND/OR EXPRESS WARRANTIES CONTAINED IN THIS PURCHASE AGREEMENT, ALSO SUBJECT TO THE WARRANTY OF BUYER THAT NO HAZARDOUS SUBSTANCES HAVE BEEN PLACED ON THE PREMISES BY THE SELLER. BUYER FURTHER SAYS THAT IT HAS PERSONALLY INSPECTED THE PREMISES AND IS SATISFIED WITH THE CONDITION OF THE LAND, AND THE BUILDINGS AND IMPROVEMENTS THEREON, AND THAT THE PROPERTY IS BEING PURCHASED AS A RESULT OF SUCH INSPECTION AND INVESTIGATION AND NOT DUE TO ANY REPRESENTATIONS MADE BY OR ON BEHALF OF SELLER.

BUYER FURTHER AGREES TO INDEMNIFY AND HOLD THE SELLER HARMLESS FOR ALL COSTS, ATTORNEY FEES, FINES, PENALTIES OR OTHER EXPENSES WHICH MAY BE SOUGHT FROM SELLER BY REASON OF THE ENVIRONMENTAL CONDITION OF THE PREMISES. BUYER ACKNOWLEDGES THAT THE SELLER HAS NOT PHYSICALLY OCCUPIED, USED, MAINTAINED OR IMPROVED THE PREMISES SINCE IT RECEIVED THE TITLE IN EXCHANGE FOR A DEBT DUE IT FROM BUYER'S PREDECESSORS FAR IN EXCESS OF THE MARKET VALUE OF THE PREMISES. BUYER FURTHER ACKNOWLEDGES THAT THE SELLER IS CONVEYING THE PREMISES FOR A PRICE SUBSTANTIALLY LESS THAN THE APPRAISED VALUE, AND THE AGREEMENT TO INDEMNIFY AND HOLD SELLER HARMLESS, TOGETHER WITH OTHER AGREEMENTS FOUND IN THIS CONTRACT, IS PART OF THE CONSIDERATION AS A RESULT.

9. **Condition: To Construct Improvements.** Buyer acknowledges that, as part of the consideration inuring to the City, and as a condition of this sale, Buyer shall construct on the premises a building and all improvements within eighteen (18) months of the closing of this transaction. The building and all improvements shall be qualified for the issuance by the City of a Certificate of Occupancy or Compliance by that time and, in the event that has not occurred, the property and all improvements then installed shall revert in title to the City, without any compensation or credit to Buyer. In the event the said completion date cannot be met by Buyer for reasons beyond the control of Buyer, such as environmental or governmental regulatory orders which actually delay construction (not caused by buyer), Buyer may request, in writing, at least thirty (30), but no more than sixty (60), days before the end of the said eighteen month period, an extension of time for said completion, giving the reasons therefor and seeking an extension for no longer than 12 additional months, (for a total of no more than 30 months). The city shall not unreasonably refuse the request. The covenants in this paragraph shall survive the closing and run with the land.

As further condition of this Agreement, and subject to the reversion above, Buyer shall construct the said building and all improvements having the following structural and appearance characteristics:

- 9.1 The building shall have a height equal to the prevailing height of neighboring buildings, to be at least twenty feet at the front building line.

9.2 The building shall have a front building line at the same depth as neighboring buildings.

9.3 The building presently on the premises shall be demolished and legally disposed of within 150 days after the closing.

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 _____, 2000 ("Closing"). The Closing shall be conducted at the closing office of Transnation Title Insurance Company in Muskegon, Michigan. If necessary, the parties shall execute an IRS closing report at the Closing.

12. **Delivery of Land Contract.** Seller shall execute and deliver the Land Contract (Exhibit A) to Buyer at Closing.

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

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

15. **General Provisions.**

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

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

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

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

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

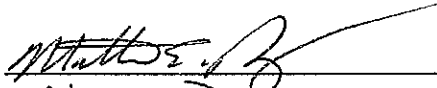
f. **Severability.** In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of this Agreement, and this Agreement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

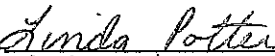
g. **Survival of Representations and Warranties.** The representations, warranties, covenants and agreements contained in this Agreement and in any instrument provided for herein shall survive the Closing and continue in full force and effect after the consummation of this purchase and sale and continue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

h. **Modification of the Agreement; No other Agreement.** This Agreement and the Land Contract shall not be amended except by a writing signed by Seller and Buyer. There is no other agreement, express or implied, between the parties except this one and the Land Contract which will be signed at closing.

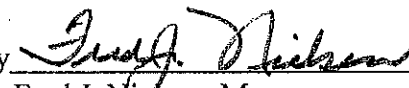
The parties have executed this Real Estate Purchase Agreement the day and year first above written.

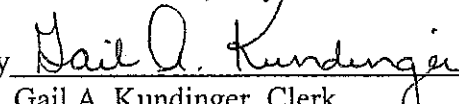
WITNESSES:


MATTHEW DUGENER

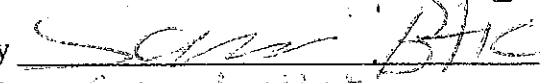
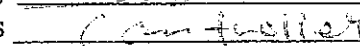

Linda Potter

SELLER: CITY OF MUSKEGON

By 
Fred J. Nielsen, Mayor

By 
Gail A. Kunding, Clerk

BUYER: ~~MUSKEGON NIGHTS, INC.~~ DESIREZ ENTERPRISES, INC.

By 
Its 

TID No. _____

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

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

AMENDMENT AGREEMENT

2002-11(a)

THIS AGREEMENT is made, effective January 22, 2002 by and between the **CITY OF MUSKEGON**, a municipal corporation, with offices at 933 Terrace Street, Muskegon, Michigan 49440 ("Seller"), and **DESIREE ENTERPRISES, INC.** of 939 Third Street, Muskegon, Michigan 49440 ("Buyer"). This agreement constitutes an amendment to a certain Real Estate Purchase Agreement between the parties dated February 8, 2000, and a Land Contract between the parties dated March 1, 2000, a memorandum of which was recorded on March 6, 2000, at Liber 3020 Page 817, Muskegon County Register of Deeds. In all other respects the said agreements shall remain in full force and effect.

1. **Extension of Time for Completion of Improvements.** The Buyer shall have an extended period of time within which to construct the improvements contemplated by Section 9 of the Real Estate Purchase Agreement, so that the time for completion shall now be January 15, 2005, or if the parking lot is not completed by the date set forth below (May 31, 2002), then January 15, 2003. This extension is made on the following conditions. The failure of the Buyer to observe any one of these conditions shall result in immediate reversion of the property to Seller as set forth in paragraph 9 of the Real Estate Purchase Agreement and further in this agreement:

- 1.1 **The Buyer shall construct a parking lot on the premises**, which shall be completed, including paving and striping, pursuant to plans which must be approved by the City (Engineering Department), completion of construction to be accomplished by May 31, 2002. By the said date, the parking area shall be constructed and operated, in addition, according to the provisions following:
- 1.2 The parking lot shall be landscaped in compliance with a landscaping plan to be submitted to and approved by the City (Planning Department).
- 1.3 All zoning ordinance requirements, including variances, if granted, shall be complied with, including without limitation landscaping, setbacks, layout, lighting, and any other site plan requirements.
- 1.4 The entrance(s) and exit(s) for the parking area shall be on the alley.

- 1.5 Maintenance, repairs and cleaning shall be the responsibility of the Buyer or its successors or assigns.
- 1.6 All improvements of the parking area shall be completed and approved by the City on or before May 31, 2002.
- 1.7 **In the event the parking area is not thus completed by May 31, 2002,** the property shall revert to the City, **unless** the Buyer fills the property with three inches of topsoil and seeds the property for ground cover acceptable to the City by June 30, 2002, and files with the City on June 30, 2002, its plan and timetable for completion, by January 15, 2003, of all buildings and improvements. (In that event, the existing fence shall be removed from its current location to the rear of the property so that it screens the rear delivery and dumpster areas of the hotel by June 30, 2002. If it continues to be necessary or appropriate to maintain an existing fence on the front of the property, the said existing fence shall be continued in addition to a new rear screening fence. The City shall determine whether the front fence shall be continued in place).
- 1.8 **If the parking lot is completed by May 31, 2002,** the Buyer shall deposit with the City a written schedule of the construction activities and completion of buildings and structures appropriate for commercial uses permitted on the property, the said schedule to be filed with the City no later than January 15, 2003. Completion of the said improvements shall be accomplished by January 15, 2005, and the schedule shall so require.
- 1.9 **Reversion.** Continuance of mere parking lot usage or the vacant condition after seeding without **timely** submitting the appropriate plan above, or if submitted, without **timely** completion, (January 15, 2003 or 2005), shall result in reversion to the City. Reversion to the City shall mean that without any further action by the City, the entire title to the property shall pass to the City without compensation to Buyer for the improvements or partial improvements made, including without limitation all parking, lighting, landscaping, infrastructure, ground cover, seeding, planting, fences or other installations, or for any expense of any kind. This reversion right of the City is supported by consideration, reflected in the original purchase price. **This reversion right survives delivery of a deed pursuant to the Land Contract.**

2. **Recording and Enforcement.** The provisions of this agreement shall constitute amendments to the Land Contract at paragraph 19 thereof, and the incorporated Real Estate Purchase Agreement at paragraph 9 thereof. This agreement may be recorded, and shall constitute record evidence of the City's right to reversion and enforcement of the agreement. The legal description of the property is:

Lot 8, EXCEPT the Easterly four inches thereof, and all of Lots 9, 10 and 11; also Lot 12, EXCEPT the Southwesterly 6/10ths of a foot, of Block 566 of the Revised Plat of the City of Muskegon.

3. In all other respects the agreements between the parties shall remain in full force and effect. It is binding on the parties and their successors and assigns.

WITNESSES:

Linda Potter
Linda Potter

JoAnn Krukowski
JoAnn Krukowski

SELLER: CITY OF MUSKEGON

By [Signature]
Steve Warmington, Mayor

By Gail A. Kunderger
Gail A. Kunderger, Clerk

BUYER: DESIREE ENTERPRISES, INC..

By _____
Its _____

STATE OF MICHIGAN
COUNTY OF MUSKEGON

The foregoing instrument was acknowledged before me this 28th day of January, 2002 by Steve Warmington and Gail A. Kunderger, Mayor and Clerk respectively, for and on behalf of the City of Muskegon.

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

STATE OF MICHIGAN
COUNTY OF MUSKEGON

The foregoing instrument was acknowledged before me this _____ day of _____,
2002 by _____, _____, for and on behalf of Desiree Enterprises, Inc.,
Inc.

_____, Notary Public
Muskegon County, Michigan
My commission expires: _____

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

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

Commission Meeting Date: April 13, 2004

Date: April 6, 2004

To: Honorable Mayor & City Commission

**From: Community and Neighborhood Services
Department**

RE: Purchase of 265 Walton

SUMMARY OF REQUEST: To approve the purchase of the property located at 265 Walton (City of Muskegon revised Plat of 1903 Lot 6 Block 199 also easterly ½ vacated Rathborne Street Th' to] from Mrs. Roxie Murray 2221 Riverview Inkster, MI. 48141 ("Seller")

After approval of the purchase by the Commission the CNS department will combine this property with property already obtained by the City of Muskegon through the tax reversion process. In order that the City will have the required land to complete the proposed future housing development project south of the Farmers Market area.

FINANCIAL IMPACT: Funding for purchase, will come from the City's 2001 HOME funding.

BUDGET ACTION REQUIRED: None

STAFF RECOMMENDATION: To approve the request and instruct the Mayor and City Clerk to sign the Purchase agreement

COMMITTEE RECOMMENDATION: None

REAL ESTATE PURCHASE AGREEMENT

2004-39(d)

THIS AGREEMENT is effective April 13, 2004, by and between Mrs Roxie Murray 2221 Riverview Inkster, MI., 48141 ("Seller") and the **CITY OF MUSKEGON**, a municipal corporation, with offices at 933 Terrace Street, Muskegon, Michigan 49440 ("Buyer"),

1. **General Agreement and Description of Premises.** Seller agrees to sell, and Buyer agrees to buy, marketable record title of real estate, and all improvements thereon, with all beneficial easements, and with all of Seller's right, title and interest in all adjoining public ways, the real property located at 265 E. Walton in the City of Muskegon, Muskegon County, Michigan ("Premises"), and specifically described as:

[City of Muskegon Revised Plat 1903 Lot 6 Block 199 also easternly ½ vacated Rathborne Street Th' To]

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

2. **Consideration and Manner of Payment.** In exchange for a warranty deed from Seller to Buyer, Buyer shall pay \$5000.00 at closing and shall take the property

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

4. **Title Insurance.** Buyer shall obtain 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 thirty (30) days from the date Seller is notified, in writing, of such unreasonableness of restriction and such unmarketability of title, to remedy such objections. If Seller resolves such restrictions and remedies the title (by obtaining satisfactory title insurance or otherwise) within the time specified, Buyer agrees to complete this sale as herein provided, within ten (10) days of written notification thereof. If Seller fails to resolve such restrictions or remedy the title within the time above specified or fails to obtain satisfactory title insurance, this Agreement will be terminated at Buyer's option. The premium for the owners title policy shall be paid by Seller.

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

variation.

6. **Personal Property Fixtures.** All personal property and fixtures, which seller wishes to remove, shall be removed on or before Closing. Any personal property left on the Premises has be the property of Buyer, who may dispose of same.

7. **Environmental Matters.** Seller represents and warrants to Buyer that Seller has not disposed of any hazardous or toxic substances on or in the Premises. Such representation and warranty 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 warranty set for the in this paragraph, which representation and warranty shall survive the Closing.

8. **Condition of Premises and Examination by Buyer.** NO IMPLIED WARRANTIES OF HABITABILITY, QUALITY, CONDITION, FITNESS FOR A PARTICULAR PURPOSE, OR ANY OTHER IMPLIED WARRANTIES SHALL OPERATE BETWEEN SELLER AND BUYER, AND BUYER EXPRESSLY WAIVES ANY AND ALL SUCH IMPLIED WARRANTIES. BUYER UNDERSTANDS AND AGREES THAT THE PREMISES ARE TAKEN "AS IS," SUBJECT TO THE EXPRESS COVENANTS, CONDITIONS AND/OR EXPRESS WARRANTIES CONTAINED IN THIS AGREEMENT, ALSO SUBJECT TO THE WARRANTY OF SELLER THAT NO HAZARDOUS SUBSTANCES HAVE BEEN PLACED ON THE PREMISES AND IS SATISFIED WITH THE CONDITION OF THE LAND, AND THE BUILDINGS AND IMPROVEMENTS THEREON, AND UNDERSTANDS THAT THE PROPERTY IS BEING PURCHASED AS A RESULT OF SUCH INSPECTION AND INVESTIGATION AND NOT DUE TO ANY REPRESENTATIONS MADE BY OR ON BEHALF OF SELLER, EXCEPT FOR EXPRESS WARRANTIES.

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

10. **Closing.** The closing date of this sale shall be on or before 30 days following the effective date of this Agreement ("Closing"). The Closing shall be conducted at the closing facilities of Transnation Title Insurance 570 Seminole Road, Ste. 102, Muskegon, MI 49444 or at such other place as may be mutually agreed upon between the parties.

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

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

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

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

WITNESSES:

John Evans

SELLER:

By Roxie Murray
Seller - Roxie Murray

BUYER: City of Muskegon

Linda Potter
Linda Potter

By Stephen J. Warrington
Stephen J. Warrington, Mayor

Jo Ann Krukowski
Jo Ann Krukowski

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

Drafted by:
City of Muskegon
Community and Neighborhood Services

Business Address:
933 Terrace St., PO Box 536
Muskegon, Michigan 49443-0536

APPRAISAL OF



LOCATED AT:

265 E. WALTON AVE.
MUSKEGON, MI 49442-3281

FOR:

CITY OF MUSKEGON
933 TERRACE STREET
MUSKEGON, MI 49441

BORROWER:

N/A

AS OF:

March 22, 2004

BY:

WILLIAM W. BROOKSHIRE
STATE LICENSED APPRAISER

**CIGGZREE'S APPRAISAL SERVICE
LAND APPRAISAL REPORT**

File No. L1M-265 WALTON

SUBJECT	Property Address 265 E. WALTON AVE.		Census Tract 26121-0003.00-4		LENDER DISCRETIONARY USE					
	City MUSKEGON County MUSKEGON State MI Zip Code 49442-3281		Sale Price \$		Date					
	Legal Description See Attached Addendum		Mortgage Amount \$		Mortgage Type					
	Owner/Occupant ROXIE MURRAY		Map Reference		Discount Points and Other Concessions					
NEIGHBORHOOD	Sale Price \$ N/A Date of Sale N/A		Property Rights Appraised		Paid by Seller \$					
	Loan charges/concessions to be paid by seller \$ N/A		☒ Fee Simple		Source					
	R.E. Taxes \$ 5.34 Tax Year 2003 HOA \$/Mo. N/A		☐ Leasehold							
	Lender/Client COMMUNITY & NEIGHBORHOOD SERVICES		☐ Condominium (HUD/VA)							
	933 TERRACE STREET, MUSKEGON, MI 49441		☐ PUD							
	LOCATION		☒ Urban ☐ Suburban ☐ Rural		NEIGHBORHOOD ANALYSIS					
	BUILT UP		☒ Over 75% ☐ 25-75% ☐ Under 25%		Employment Stability ☐ ☒ ☐ ☐					
	GROWTH RATE		☐ Rapid ☒ Stable ☐ Slow		Convenience to Employment ☐ ☒ ☐ ☐					
	PROPERTY VALUES		☐ Increasing ☒ Stable ☐ Declining		Convenience to Shopping ☐ ☒ ☐ ☐					
	DEMAND/SUPPLY		☐ Shortage ☒ In Balance ☐ Over Supply		Convenience to Schools ☐ ☒ ☐ ☐					
MARKETING TIME		☐ Under 3 Mos. ☒ 3-6 Mos. ☐ Over 6 Mos.		Adequacy of Public Transportation ☐ ☒ ☐ ☐						
SITE	PRESENT LAND USE %		LAND USE CHANGE		PREDOMINANT OCCUPANCY					
	Single Family 87% Not Likely ☒		Owner ☒		PRICE \$800 AGE (yrs)					
	2-4 Family 3% Likely ☐		Tenant ☐		15 Low 10					
	Multi-Family 4% In process ☐		Vacant (0-5%) ☒		70+ High 100+					
	Commercial 3% To: ☐		Vacant (over 5%) ☐		Predominant 40 - 75					
	Industrial 0%				Appeal to Market ☐ ☒ ☐ ☐					
	Vacant 3%									
Note: Race or the racial composition of the neighborhood are not considered reliable appraisal factors. COMMENTS: THE SUBJECT PROPERTY IS LOCATED IN THE ANGELL NEIGHBORHOOD ON THE S.E. CORNER OF THE WALTON AVE. AND RATHBORNE ST. INTERSECTION, IN THE NORTH CENTRAL PORTION OF THE CITY OF MUSKEGON. SAID AREA CONSISTS OF PRIMARILY SINGLE FAMILY HOMES. ACROSS THE STREET FROM THE S.P. IS THE FARMERS MARKET. SHOPPING, DINING, BANKING, EDUCATIONAL, RECREATION RECREATIONAL AND MEDICAL FACILITIES ARE ALL WITHIN A ONE MILE RADIUS OF THE S.P.										
Dimensions 99' X 140' Topography BASICALLY LEVEL										
Site Area 13,860 Sq.Ft. Corner Lot YES Size TYPICAL FOR AREA										
Zoning Classification R-1 SINGLE FAMILY RESIDENTIAL Zoning Compliance LEGAL Shape RECTANGULAR										
HIGHEST & BEST USE: Present Use VACANT Other Use RESIDENTIAL Drainage APPEARS ADEQUATE										
UTILITIES Public Other SITE IMPROVEMENTS Type Public Private										
Electricity ☒ CONSUMERS Street GRAVEL ☒ ☐										
Gas ☒ DTE Curb/Gutter NONE ☐ ☐										
Water ☒ MUNICIPAL Sidewalk NONE ☐ ☐										
Sanitary Sewer ☒ MUNICIPAL Street Lights ELECTRIC ☒ ☐										
Storm Sewer ☒ MUNICIPAL Alley DIRT ☒ ☐										
Comments (Apparent adverse easements, encroachments, special assessments, slide areas, etc.): TYPICAL UTILITY EASEMENTS OBSERVED AT THE TIME OF INSPECTION DO NOT ADVERSELY AFFECT THE USE AND OR VALUE OF THE SUBJECT PROPERTY. A SURVEY AND TITLE POLICY ARE RECOMMENDED FOR FINAL DETERMINATION OF HAZARDS, EASEMENTS, AND ENCROACHMENTS.										
The undersigned has recited three recent sales of properties most similar and proximate to subject and has considered these in the market analysis. The description includes a dollar adjustment, reflecting market reaction to those items of significant variation between the subject and comparable properties. If a significant item in the comparable property is superior to, or more favorable than, the subject property, a minus (-) adjustment is made, thus reducing the indicated value of subject; if a significant item in the comparable is inferior to, or less favorable than, the subject property, a plus (+) adjustment is made, thus increasing the indicated value of the subject.										
SALES COMPARISON ANALYSIS	ITEM		SUBJECT		COMPARABLE NO. 1		COMPARABLE NO. 2		COMPARABLE NO. 3	
	Address		265 E. WALTON MUSKEGON		1871 SANFORD AVE. MUSKEGON		1840 NEVADA ST. MUSKEGON		159 W. SOUTHERN AVE. MUSKEGON	
	Proximity to Subject		1.4 MILE S.W.		2.3 MILE S.E.		1.0 MILE S.W.			
	Sales Price		\$ N/A		\$ 5,000		\$ 5,500		\$ 5,000	
	Price/ N/A		\$ 5000		\$ 5500		\$ 5000			
	Data Source		INSPECTION		MLS# 2105991 DOM 826		MLS# 2318607 DOM 087		MLS# 2256939 DOM 032	
	VALUE ADJUSTMENTS		DESCRIPTION		DESCRIPTION		DESCRIPTION		DESCRIPTION	
	Sales or Financing		CASH		CASH		CASH		CASH	
	Concessions		NONE		NONE		NONE		NONE	
	Date of Sale/Time		N/A		06/27/03		08/22/03		12/10/02	
	Location		URBAN AVG		URBAN GD		URBAN GD		URBAN GD	
	Site/View		RESIDENTIAL		RESIDENTIAL		RESIDENTIAL		RESIDENTIAL	
	LOT SIZE		99' X 132'		50' X 125'		60' X 125'		50' X 125'	
	IMPROVEMENTS		NOMINAL		NOMINAL		NOMINAL		NOMINAL	
	Net Adj. (total)		+ [X] - \$ 300		+ [X] - \$ 500		+ [X] - \$ 300			
Indicated Value of Subject		Gross: 54.0		Gross: 45.5		Gross: 54.0				
		Net: -6.0 \$ 4,700		Net: -9.1 \$ 5,000		Net: -6.0 \$ 4,700				
Comments of Sales Comparison: THE SELECTED COMPARABLES ARE THE MOST REPRESENTATIVE UNITS THAT ARE CURRENTLY AVAILABLE. THE LOTS WERE EXPOSED FOR SALE ON THE OPEN MARKET. THE COMPS ARE IN SUPERIOR LOCATIONS, THUS LOCATION ADJUSTMENTS. THE COMPARABLES WERE ALL GIVEN DUE CONSIDERATION IN ESTABLISHING THE COMPARATIVE MARKET VALUE OF THE SUBJECT PROPERTY.										
Comments and Conditions of Appraisal: NONE NOTED										
RECONCILIATION	Final Reconciliation: THE SALES COMPARISON APPROACH IS CONSIDERED AS THE MOST RELIABLE METHOD IN APPRAISING VACANT LAND. THE VACANT LOT AS SUCH HAS NO IMPROVEMENT COSTS NOR DOES IT GENERATE REVENUE OR INCOME, THEREFORE THE INCOME APPROACH WOULD NOT BE FEASIBLE.									
	I (WE) ESTIMATE THE MARKET VALUE, AS DEFINED, OF THE SUBJECT PROPERTY AS OF March 22, 2004 to be \$ 5,000									
	I (We) certify: that to the best of my (our) knowledge and belief, the facts and data used herein are true and correct; that I (we) personally inspected the subject property and inspected all comparable sales cited in this report; and that I (we) have no undisclosed interest, present or prospective therein.									
Appraiser(s) <u><i>William W. Brookshire</i></u> Review Appraiser _____ ☐ Did ☐ Did Not Inspect Property										

ADDENDUM

Borrower: N/A		File No.: L1M-265 WALTON
Property Address: 265 E. WALTON AVE.		Case No.:
City: MUSKEGON	State: MI	Zip: 49442-3281
Lender: COMMUNITY & NEIGHBORHOOD SERVICES		

Legal Description

CITY OF MUSKEGON REVISED PLAT OF 1903 LOT 6 BLK 199 ALSO ELY 1/2 VAC ST RATHBORNE ST ADJ THERETO

Site Comments

THE SUBJECT PROPERTY IS SITUATED ON A HILL TOP WITH AN OVER VIEW OF REYERSON CREEK VALLEY. DIRECTLY BELOW THE S.P. IS THE FARMERS MARKET, A SEASONAL MARKET FOR FRESH PRODUCE AND WEEKLY FLEA MARKETS. THE LOT IS PRESENTLY ACCESSIBLE BY WAY OF RATHBORNE ST. VIA MYRTLE AVE.

SUBJECT PROPERTY PHOTO ADDENDUM

Borrower: N/A	File No.: L1M-265 WALTON
Property Address: 265 E. WALTON AVE.	Case No.:
City: MUSKEGON	State: MI
Lender: COMMUNITY & NEIGHBORHOOD SERVICES	Zip: 49442-3281



**FRONT VIEW OF
SUBJECT PROPERTY**

Appraised Date: March 22, 2004
Appraised Value: \$ \$5,000



**REAR VIEW OF
SUBJECT PROPERTY**



STREET SCENE

COMPARABLE PROPERTY PHOTO ADDENDUM

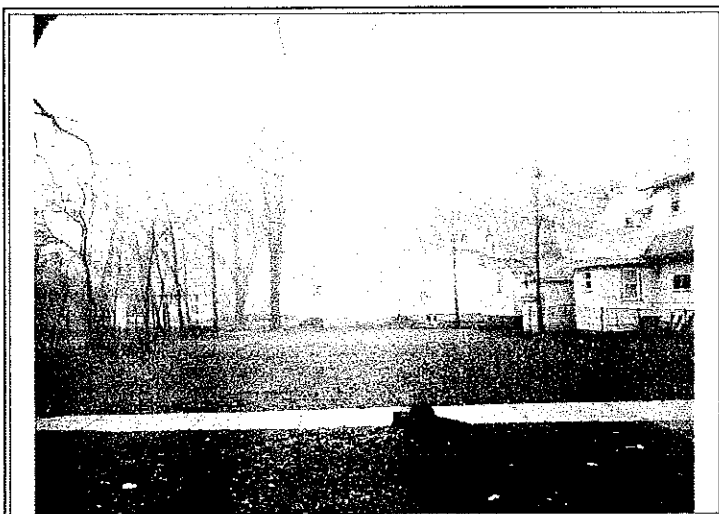
Borrower: N/A	File No.: L1M-265 WALTON
Property Address: 265 E. WALTON AVE.	Case No.:
City: MUSKEGON	State: MI Zip: 49442-3281
Lender: COMMUNITY & NEIGHBORHOOD SERVICES	

**COMPARABLE SALE #1**

1871 SANFORD AVE.
MUSKEGON
Sale Date: 06/27/03
Sale Price: \$ 5,000

**COMPARABLE SALE #2**

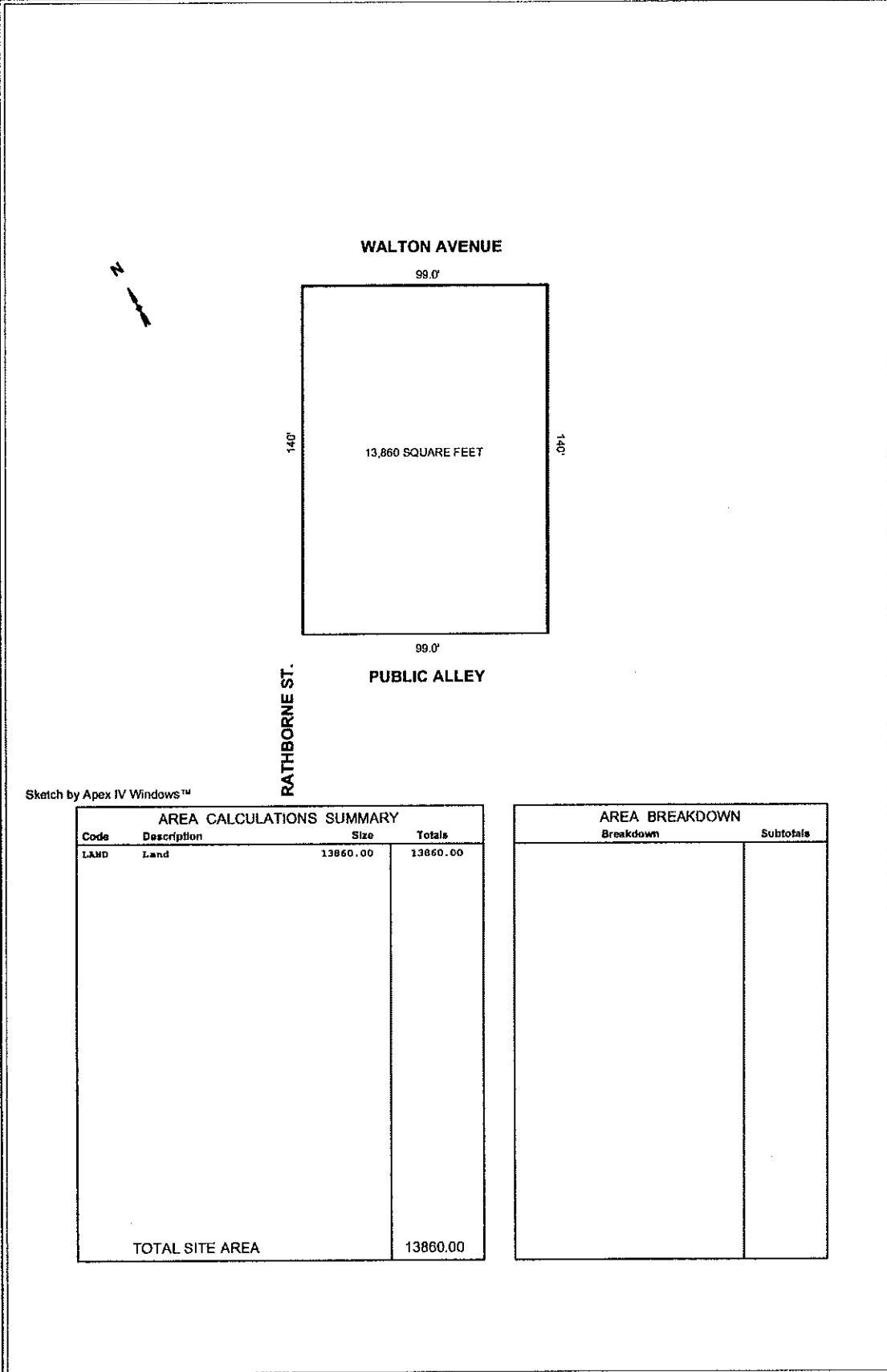
1840 NEVADA ST.
MUSKEGON
Sale Date: 08/22/03
Sale Price: \$ 5,500

**COMPARABLE SALE #3**

159 W. SOUTHERN AVE.
MUSKEGON
Sale Date: 12/10/02
Sale Price: \$ 5,000

FLOORPLAN

Borrower: N/A	File No.: L1M-265 WALTON
Property Address: 265 E. WALTON AVE.	Case No.:
City: MUSKEGON	State: MI
Lender: COMMUNITY & NEIGHBORHOOD SERVICES	Zip: 49442-3281

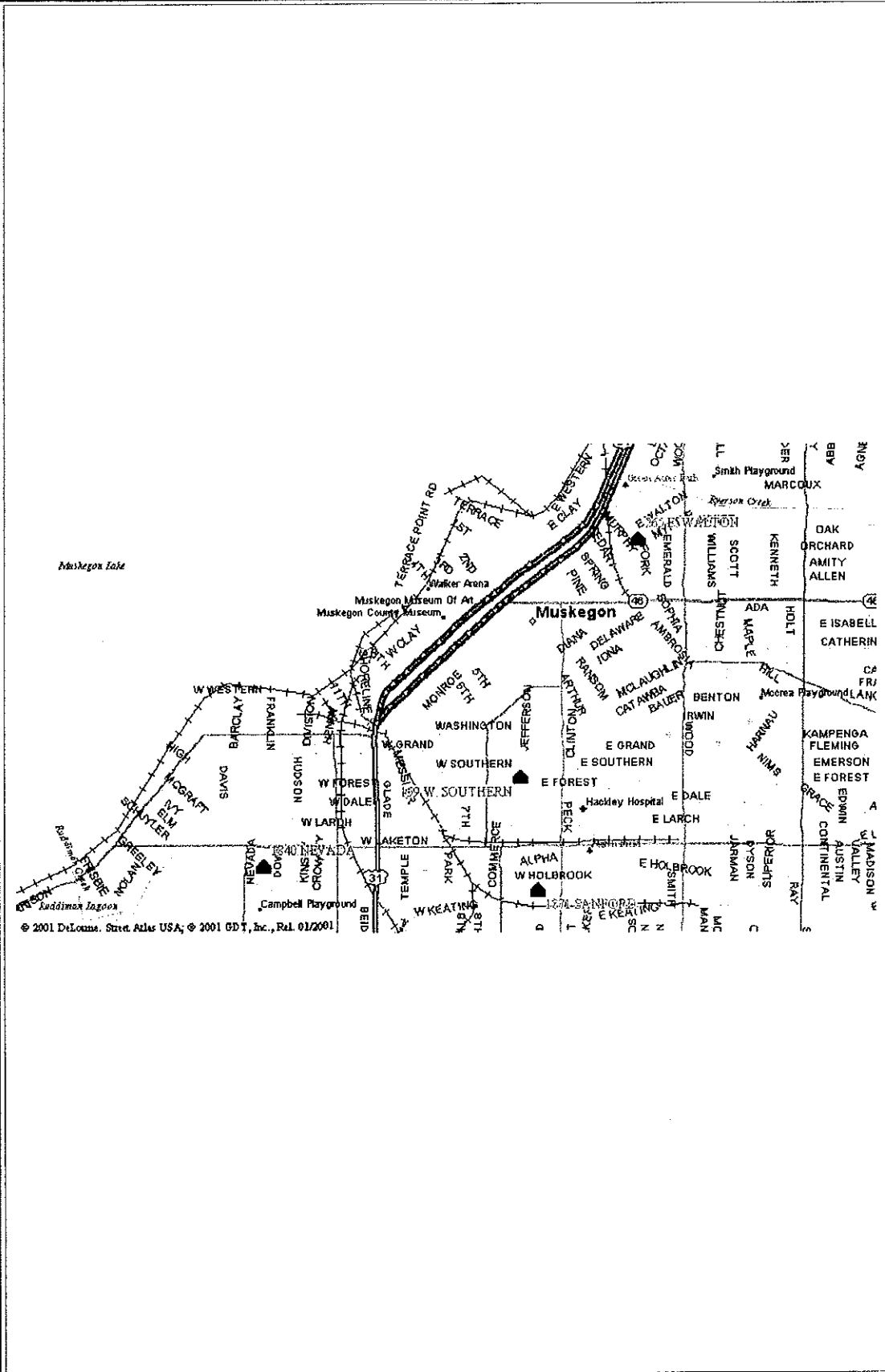


AREA CALCULATIONS SUMMARY			
Code	Description	Size	Totals
LAND	Land	13860.00	13860.00
TOTAL SITE AREA			13860.00

AREA BREAKDOWN	
Breakdown	Subtotals

LOCATION MAP

Borrower: N/A	File No.: L1M-265 WALTON
Property Address: 265 E. WALTON AVE.	Case No.:
City: MUSKEGON	State: MI Zip: 49442-3281
Lender: COMMUNITY & NEIGHBORHOOD SERVICES	



FLOOD MAP

Borrower: N/A	File No.: L1M-265 WALTON
Property Address: 265 E. WALTON AVE.	Case No.:
City: MUSKEGON	State: MI
Lender: COMMUNITY & NEIGHBORHOOD SERVICES	Zip: 49442-3281

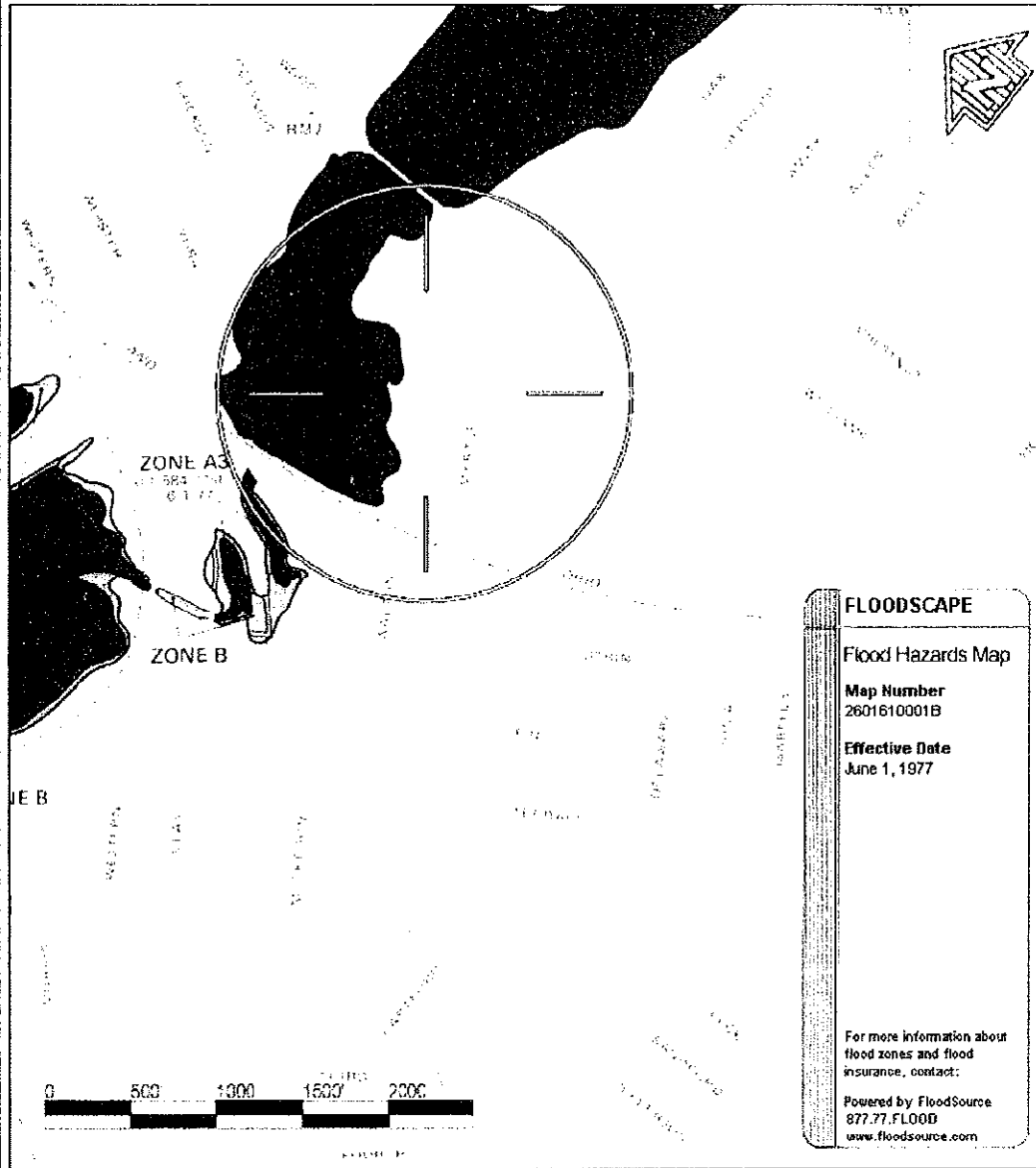
InterFlood



www.interflood.com • 1-800-252-6633

Prepared for:
Appraisal Service MKG

265 E Walton Ave
Muskegon, MI 49442-3281



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APPRAISER'S LICENSE

Borrower: N/A	File No.: L1M-265 WALTON
Property Address: 265 E. WALTON AVE.	Case No.:
City: MUSKEGON	State: MI Zip: 49442-3281
Lender: COMMUNITY & NEIGHBORHOOD SERVICES	

STATE OF MICHIGAN
DEPARTMENT OF CONSUMER & INDUSTRY SERVICES

K975537

BOARD OF REAL ESTATE APPRAISERS
STATE LICENSED APPRAISER
LICENSE

William Brookshire
169 Iona Ave
Muskegon MI 49442

PERMANENT ID NO.
1201002179

EXPIRATION DATE
07/31/2005

0880860

THIS DOCUMENT IS DULY
ISSUED UNDER THE LAWS OF
THE STATE OF MICHIGAN

**CIGGZREE'S APPRAISAL SERVICE
USPAP COMPLIANCE ADDENDUM**

File No. L1M-265 WALTON

Borrower <u>N/A</u>	Order # _____
Property Address <u>265 E. WALTON AVE.</u>	
City <u>MUSKEGON</u>	County <u>MUSKEGON</u> State <u>MI</u> Zip Code <u>49442-3281</u>
Lender/Client <u>COMMUNITY & NEIGHBORHOOD SERVICES</u>	Client Reference # _____

Only those items checked (X) below apply to this report.

PURPOSE, FUNCTION AND INTENDED USE OF THE APPRAISAL

- ☒ The purpose of the appraisal is to provide an opinion of market value of the subject property as defined in this report, on behalf of the appraisal company facilitating the assignment for the referenced client as the intended user of the report. The *only* function of the appraisal is to assist the client mentioned in this report in evaluating the subject property for lending purposes. The use of this appraisal by anyone other than the stated intended user, or for any other use than the stated intended use, is prohibited.
- ☐ The purpose of the appraisal is to provide an opinion of market value of the subject property, as defined in this report, on behalf of the appraisal company facilitating the assignment for the referenced client as the intended user of this report. The *only* function of the appraisal is to assist the client mentioned in this report in evaluating the subject property Real Estate Owned (REO) purposes. The use of this appraisal by anyone other than the stated intended user, or for any other use than the stated intended use, is prohibited.
- ☐ The purpose of this appraisal is to _____, on behalf of the appraisal company facilitating the assignment for the referenced client as the intended user of this report. The only function of the appraisal is to assist the client mentioned in this report in evaluating the subject property for _____. The use of this appraisal by anyone other than the stated intended user, or for any other use than the stated intended use is prohibited.

TYPE OF APPRAISAL AND APPRAISAL REPORT

- ☒ This is a complete Appraisal written in a summary Report format and the USPAP Departure Rule has not been invoked.
- ☐ This is a Limited Appraisal written in a _____ Report format and the USPAP Departure Rule has been invoked as disclosed in the body or addenda of the report. The client has agreed that a Limited Appraisal is sufficient for its purposes.

SCOPE (EXTENT) OF REPORT

- ☒ The appraisal is based on the information gathered by the appraiser from public records, other identified sources, inspection of the subject property and neighborhood, and selection of comparable sales, listings, and/or rentals within the subject market area. The original source of the comparables is shown in the Data Source section of the market grid along with the source of confirmation, if available. The original source is presented first. The sources and data are considered reliable. When conflicting information was provided, the source deemed most reliable has been used. Data believed to be unreliable was not included in the report nor used as a basis for the value conclusion. The extent of analysis applied to this assignment may be further imparted within the report, the Appraiser's Certification below and/or any other Statement of Limiting Conditions and Appraiser's Certification such as may be utilized within the Freddie Mac form 439 or Fannie Mae form 1004b (dated 6/93), when applicable.

MARKETING TIME AND EXPOSURE TIME FOR THE SUBJECT PROPERTY

- ☒ A reasonable marketing time for the subject property is ninety day(s) utilizing market conditions pertinent to the appraisal assignment.
- ☐ A reasonable exposure time for the subject property is _____ day(s).

APPRAISER'S CERTIFICATION

I certify that, to the best of my knowledge and belief:

- The statements of fact contained in this report are true and correct.
- The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.
- I have no present or prospective interest in the property that is the subject of this report, and no personal interest with respect to the parties involved, unless otherwise stated within the report.
- I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
- My engagement in this assignment was not contingent upon developing or reporting predetermined results.
- My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
- My analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice.
- I have ☒ or have not ☐ made a personal inspection of the property that is the subject of this report. (If more than one person signs this report, this certification must clearly specify which individuals did and which individuals did not make a personal inspection of the appraisal property.)
- No one provided significant real property appraisal assistance to the person signing this certification. (If there are exceptions, the name of each individual providing significant professional assistance must be stated.)

NOTE: In the case of any conflict with a client provided certification (i.e., Fannie Mae or Freddie Mac), this revised certification shall take precedence.

- **Supervisory Appraiser's Certification:** If a supervisory appraiser signed the appraisal report, he or she certifies and agrees that: I directly supervise the appraiser who prepared the appraisal report, have reviewed the appraisal report, agree with the statements and conclusions of the appraiser, agree to be bound by the appraiser's certifications numbered 2-7 and 9 on the second page of Freddie Mac Form 439 6-93/Fannie Mae Form 1004B 6-93, or the third page of Form 2055, and am taking full responsibility for the appraisal report.

APPRAISER'S AND SUPERVISORY APPRAISER'S SIGNATURE

APPRAISER:

Signature: 
 Name: WILLIAM W. BROOKSHIRE
 Date the Report was Signed: MARCH 26, 2004
 State Certification #: _____
 or State License #: 1201002179
 State: MI
 Expiration Date of Certification or License: JULY 31, 2005

SUPERVISORY APPRAISER (only if required):

Signature: _____
 Name: _____
 Date the Report was Signed: _____
 State Certification #: _____
 or State License #: _____
 State: _____
 Expiration Date of Certification or License: _____

☐ Did inspect subject property ☐ Inspected Comparables
☐ Interior & Exterior ☐ Interior & Exterior
☐ Exterior only ☐ Exterior only

DEFINITION OF MARKET VALUE: The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller, each acting prudently, knowledgeably and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby: (1) buyer and seller are typically motivated; (2) both parties are well informed or well advised, and each acting in what he considers his own best interest; (3) a reasonable time is allowed for exposure in the open market; (4) payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and (5) the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions* granted by anyone associated with the sale.

*Adjustments to the comparables must be made for special or creative financing or sales concessions. No adjustments are necessary for those costs which are normally paid by sellers as a result of tradition or law in a market area; these costs are readily identifiable since the seller pays these costs in virtually all sales transactions. Special or creative financing adjustments can be made to the comparable property by comparisons to financing terms offered by a third party institutional lender that is not already involved in the property or transaction. Any adjustment should not be calculated on a mechanical dollar for dollar cost of the financing or concession but the dollar amount of any adjustment should approximate the market's reaction to the financing or concessions based on the Appraiser's judgment.

STATEMENT OF LIMITING CONDITIONS AND APPRAISER'S CERTIFICATION

CONTINGENT AND LIMITING CONDITIONS: The appraiser's certification that appears in the appraisal report is subject to the following conditions:

1. The appraiser will not be responsible for matters of a legal nature that affect either the property being appraised or the title to it. The appraiser assumes that the title is good and marketable and, therefore, will not render any opinions about the title. The property is appraised on the basis of it being under responsible ownership.
2. The appraiser has provided a sketch in the appraisal report to show approximate dimensions of the improvements and the sketch is included only to assist the reader of the report in visualizing the property and understanding the appraiser's determination of its size.
3. The appraiser has examined the available flood maps that are provided by the Federal Emergency Management Agency (or other data sources) and has noted in the appraisal report whether the subject site is located in an identified Special Flood Hazard Area. Because the appraiser is not a surveyor, he or she makes no guarantees, express or implied, regarding this determination.
4. The appraiser will not give testimony or appear in court because he or she made an appraisal of the property in question, unless specific arrangements to do so have been made beforehand.
5. The appraiser has estimated the value of the land in the cost approach at its highest and best use and the improvements at their contributory value. These separate valuations of the land and improvements must not be used in conjunction with any other appraisal and are invalid if they are so used.
6. The appraiser has noted in the appraisal report any adverse conditions (such as, needed repairs, depreciation, the presence of hazardous wastes, toxic substances, etc.) observed during the inspection of the subject property or that he or she became aware of during the normal research involved in performing the appraisal. Unless otherwise stated in the appraisal report, the appraiser has no knowledge of any hidden or unapparent conditions of the property or adverse environmental conditions (including the presence of hazardous wastes, toxic substances, etc.) that would make the property more or less valuable, and has assumed that there are no such conditions and makes no guarantees or warranties, express or implied, regarding the condition of the property. The appraiser will not be responsible for any such conditions that do exist or for any engineering or testing that might be required to discover whether such conditions exist. Because the appraiser is not an expert in the field of environmental hazards, the appraisal report must not be considered as an environmental assessment of the property.
7. The appraiser obtained the information, estimates, and opinions that were expressed in the appraisal report from sources that he or she considers to be reliable and believes them to be true and correct. The appraiser does not assume responsibility for the accuracy of such items that were furnished by other parties.
8. The appraiser will not disclose the contents of the appraisal report except as provided for in the Uniform Standards of Professional Appraisal Practice.
9. The appraiser has based his or her appraisal report and valuation conclusion for an appraisal that is subject to satisfactory completion, repairs, or alterations on the assumption that completion of the improvements will be performed in a workmanlike manner.
10. The appraiser must provide his or her prior written consent before the lender/client specified in the appraisal report can distribute the appraisal report (including conclusions about the property value, the appraiser's identity and professional designations, and references to any professional appraisal organizations or the firm with which the appraiser is associated) to anyone other than the borrower; the mortgagee or its successors and assigns; the mortgage insurer; consultants; professional appraisal organizations; any state or federally approved financial institution; or any department, agency, or instrumentality of the United States or any state or the District of Columbia; except that the lender/client may distribute the property description section of the report only to data collection or reporting service(s) without having to obtain the appraiser's prior written consent. The appraiser's written consent and approval must also be obtained before the appraisal can be conveyed by anyone to the public through advertising, public relations, news, sales, or other media.

APPRAISERS CERTIFICATION: The Appraiser certifies and agrees that:

1. I have researched the subject market area and have selected a minimum of three recent sales of properties most similar and proximate to the subject property for consideration in the sales comparison analysis and have made a dollar adjustment when appropriate to reflect the market reaction to those items of significant variation. If a significant item in a comparable property is superior to, or more favorable than, the subject property, I have made a negative adjustment to reduce the adjusted sales price of the comparable and, if a significant item in a comparable property is inferior to, or less favorable than the subject property, I have made a positive adjustment to increase the adjusted sales price of the comparable.
2. I have taken into consideration the factors that have an impact on value in my development of the estimate of market value in the appraisal report. I have not knowingly withheld any significant information from the appraisal report and I believe, to the best of my knowledge, that all statements and information in the appraisal report are true and correct.
3. I stated in the appraisal report only my own personal, unbiased, and professional analysis, opinions, and conclusions, which are subject only to the contingent and Limiting Conditions specified in this form.
4. I have no present or prospective interest in the property that is the subject to this report, and I have no present or prospective personal interest or bias with respect to the participants in the transaction. I did not base, either partially or completely, my analysis and/or the estimate of market value in the appraisal report on the race, color, religion, sex, handicap, familial status, or national origin of either the prospective owners or occupants of the subject property or of the present owners or occupants of the properties in the vicinity of the subject property.
5. I have no present or contemplated future interest in the subject property, and neither my current or future employment nor my compensation for performing this appraisal is contingent on the appraised value of the property.
6. I was not required to report a predetermined value or direction in value that favors the cause of the client or any related party, the amount of the value estimate, the attainment of a specific result, or the occurrence of a subsequent event in order to receive my compensation and/or employment for performing the appraisal. I did not base the appraisal report on a requested minimum valuation, a specific valuation, or the need to approve a specific mortgage loan.
7. I performed this appraisal in conformity with the Uniform Standards of Professional Appraisal Practice that were adopted and promulgated by the Appraisal Standards Board of The Appraisal Foundation and that were in place as of the effective date of this appraisal, with the exception of the departure provision of those Standards, which does not apply. I acknowledge that an estimate of a reasonable time for exposure in the open market is a condition in the definition of market value and the estimate I developed is consistent with the marketing time noted in the neighborhood section of this report, unless I have otherwise stated in the reconciliation section.
8. I have personally inspected the subject property and the exterior of all properties listed as comparables in the appraisal report. I further certify that I have noted any apparent or known adverse conditions in the subject improvements, on the subject site, or on any site within the immediate vicinity of the subject property of which I am aware and have made adjustments for these adverse conditions in my analysis of the property value to the extent that I had market evidence to support them. I have also commented about the effect of the adverse conditions on the marketability of the subject property.
9. I personally prepared all conclusions and opinions about the real estate that were set forth in the appraisal report. If I relied on significant professional assistance from any individual or individuals in the performance of the appraisal or the preparation of the appraisal report, I have named such individual(s) and disclosed the specific tasks performed by them in the reconciliation section of this appraisal report. I certify that any individual so named is qualified to perform the tasks. I have not authorized anyone to make a change to any item in the report; therefore, if an unauthorized change is made to the appraisal report, I will take no responsibility for it.

SUPERVISORY APPRAISER'S CERTIFICATION: If a supervisory appraiser signed the appraisal report, he or she certifies and agrees that: I directly supervise the appraiser who prepared the appraisal report, have reviewed the appraisal report, agree with the statements and conclusions of the appraiser, agree to be bound by the appraiser's certifications numbered 4 through 7 above, and am taking full responsibility for the appraisal and the appraisal report.

ADDRESS OF PROPERTY APPRAISED: 265 E. WALTON AVE., MUSKEGON, MI, 49442-3281

APPRAISER:**SUPERVISORY APPRAISER (only if required)**

Signature: *William W. Brookshire*
 Name: WILLIAM W. BROOKSHIRE
 Date Signed: MARCH 26, 2004
 State Certification #: _____
 or State License #: 1201002179
 State: MI
 Expiration Date of Certification or License: JULY 31, 2005

Signature: _____
 Name: _____
 Date Signed: _____
 State Certification #: _____
 or State License #: _____
 State: _____
 Expiration Date of Certification or License: _____

☐ Did ☐ Did Not Inspect Property

STATE LICENSED APPRAISER

CIGGZREE'S APPRAISAL SERVICE
ENVIRONMENTAL COMPLIANCE RECORD
SINGLE FAMILY PROPERTY DISPOSITION

File No. L1M-265 WALTON

FHA CASE NUMBER: PROPERTY ADDRESS: 265 E. WALTON AVE. MUSKEGON, MI 49442-3281					
COMPLIANCE FINDINGS 1. HISTORIC PRESERVATION Property ☐ is ☒ is not listed on the National Register of Historic Places. Property ☐ is ☒ is not located in an Historical District. <i>Note: An appropriate deed restriction will be required if property meets either of the forgoing conditions.</i> 2. FLOODPLAIN Property ☐ is ☒ is not located within the 100-year floodplain (Zones A & V). <i>Note: Flood insurance may be required.</i> 3. AIRPORT RUNWAY CLEAR ZONES (24 CER 51D) Property ☐ is ☒ is not located within boundary of runway zone. If "yes", ** has the airport operator declined to acquire the property? ☐ yes ☐ no ** a signed disclaimer is required (24 CFR Part 51D). 4. SUMMARY Additional actions ☐ are ☒ are not required on the basis of the findings above. If additional actions are required, describe them in an attachment.	SOURCE/DOCUMENTATION Checked National Register of Historical Places. Checked National Register of Historical Places. Panel #: Map #: 2601610001B Date of Map: 06/01/1977 Property not within 3,000 feet of the runway clear zone.				
Instructions for Completion of Environmental Clearance Record <u>Environmental Compliance.</u> Single Family Property Disposition is subject to the environmental policy and procedures shown at 24 CFR Part 50, where applicable. An Environmental Compliance Record must be completed for each acquired property prior to listing for sale and the results considered in the development of the terms and condition of the sale. The Contractor shall use the format contained in Exhibit 4, Attachment B-1, for documentation of the review. The compliance record is to be maintained in the individual property file. <u>Preparing the Compliance Record.</u> To document the results of compliance findings, use copies of the appropriate floodplain and airport runway maps, and the National Register of Historic Places, in order to identify those properties that are subject to these three requirements. Instructions for completing the compliance findings on the Environmental Compliance Record are: 1. <u>Historic Preservation.</u> The National Register of Historic Places identifies specific properties and historic districts which are subject to historic preservation requirements. If a HUD-Owned Property is listed on the register, or the district in which it is located is listed, a deed restriction must be prepared. Consult with counsel for appropriate language to be included in the deed. 2. <u>Floodplain.</u> Based on the floodplain map, properties located in Special Flood Hazard Areas (SFHA) which are being sold with HUD-insured mortgages or with buydowns or cash rebates, are required to have flood insurance. At the time of assignment of a case to the closing agent, the closing agent must be alerted to this requirement and must ensure that the purchaser obtains flood insurance. Such insurance may be purchased from any state licensed agent. If a property is located in a SFHA in a community which is suspended from or is not participating in the National Flood Insurance Program, the property must be offered on an uninsured basis and without a buydown or cash rebate. Listing advertisements must disclose such properties. 3. <u>Airport Runway Clear Zones.</u> Based on airport clear zone maps, properties located within the runway clear zone must be offered to the airport operator before the public listing. Property will be sold to the airport in accordance with the policy on sales to local governments described in Exhibit 2. A decision by the airport operator not to purchase must be documented in the file, preferably in the form of a letter from the airport operator. In the absence of such a letter, a note to the file documenting the verbal response by the airport operator is sufficient. Bidders on properties located in runway clear zones must provide a signed Notice to Prospective Buyers of Properties Located in Runway Clear Zones and Clear Zones (see Exhibit 4, Attachment B-2). In those few jurisdictions which have properties in runway clear zones, Selling Brokers must be provided with copies of this notice and be advised that it must be included when submitting a bid on a property which is located in a runway clear zone. <u>Listing for Sale.</u> Any property which is subject to these historic, floodplain, or airport clear zone requirements must be so identified when listing the property for sale. NOTE: OTHER ENVIRONMENTAL STATUTES, EXECUTIVE ORDERS AND AUTHORITIES The remaining statutes and authorities cited at 24 CFR 50.4 do not require compliance because they are not relevant to property disposition actions which do not involve new construction.					
<table style="width: 100%;"> <tr> <td style="width: 50%;"> Preparer: WILLIAM W. BROOKSHIRE </td> <td style="width: 50%;"> Supervisor: _____ </td> </tr> <tr> <td> Title: STATE LICENSED APPRAISER </td> <td> Date: MARCH 26, 2004 </td> </tr> </table>		Preparer: WILLIAM W. BROOKSHIRE	Supervisor: _____	Title: STATE LICENSED APPRAISER	Date: MARCH 26, 2004
Preparer: WILLIAM W. BROOKSHIRE	Supervisor: _____				
Title: STATE LICENSED APPRAISER	Date: MARCH 26, 2004				

5.50
37.50
43.00



5110517
L-3610 P-209
07/07/2004 11:35A
Page: 1 of 2

QUIT CLAIM DEED

LIBERTY TITLE AGENCY

File No. 76498

The Grantors: Roxie Murray, *a single woman*

whose address is: 2211 Riverview Drive, Inkster MI 48141

Quit Claims to: CITY OF MUSKEGON, A MICHIGAN MUNICIPAL CORPORATION

whose address is: 933 Terrace Street, Muskegon MI 49443

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

SEE ATTACHED EXHIBIT A/LEGAL DESCRIPTION RIDER

for the full consideration of: Five Thousand Dollars and 00/100 (\$5,000.00)

Dated this 13 day of May, 2004

Signed by

Roxie Murray

STATE OF MICHIGAN)

COUNTY OF Washtenaw)

SS

STATE OF
MICHIGAN
Muskegon MI
07/07/2004
58438



REAL ESTATE
TRANSFER TAX
\$5.50 - C
\$37.50 - S
#8866

The foregoing instrument was acknowledged before me this 13 day of May, 2004
by Roxie Murray, *a single woman*

My commission expires:

TRACY M. ROBERTSON
Notary Public, Washtenaw County, MI
My Commission Expires July 19, 2007

Drafted by: *Acting in Washtenaw*
Thomas D. Richardson
111 N. Main St.
Ann Arbor, MI 48104

Notary Public, Washtenaw County, Michigan

When recorded return to: Grantee
933 Terrace Street
Muskegon, MI 49443 ✓

Tax Code: 61-24-205-199-0006-00

tmr

File No. 76498

Parcel ID No.

EXHIBIT A/LEGAL DESCRIPTION RIDER

Land is located in the City of Muskegon , County of Muskegon , State of Michigan,
and described as follows:

Lot(s) 6, Block 199, Revised Plat (of 1903) of the City of Muskegon, as recorded in
Liber 3 of Plats, Page(s) 71, Muskegon County Records and the Easterly 1/2 of vacated
Rathborne Street, adjacent thereto.



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Page: 2 of 2

Commission Meeting Date: April 13, 2004

Date: April 7, 2004

To: Honorable Mayor & City Commission

**From: Community and Neighborhood Services
Department**

**RE: Community Development Block Grant/HOME Final
allocation decision**

SUMMARY OF REQUEST: For the City commission to make their final allocation decision concerning the 2004-2005 CDBG/HOME fiscal year.

The Commission has received the recommendation from the Citizen's District Council and the City administration. The commission made their preliminary recommendations during the March 23, 2004 City Commission meeting.

After receiving the Commissions final allocation decision, the CNS office will amend the City's 2004-2005 Action plan if needed and continue the comment period until April 15, 2004. At that time, the City will request the U. S. Housing and Urban Development department for the release of the funds for the 2004-2005 fiscal year to begin June 1, 2004.

FINANCIAL IMPACT: The decision will determine the CDBG/HOME budget for 2004-2005.

BUDGET ACTION REQUIRED: The decision will establish the budget.

STAFF RECOMMENDATION: The Commission has already received the staff recommendation.

COMMITTEE RECOMMENDATION: The Commission has already received the Citizen's District Council recommendations.

2004 - 2005 CDBG / HOME ACTIVITY

<i>Community Development Block Grant</i>					
<u>Organization Name/Program Title</u>	<u>Amount Requested</u>	<u>Administration Recommendation</u>	<u>Citizen District Council Recommendation</u>	<u>City Commission Preliminary Recommendation</u>	<u>City Commission Final Decision</u>
1 Muskegon Community Health Project "Miles for Smile Dental Services"	\$ 8,000.00 *	\$ 7,000.00	\$ 7,000.00	\$ 7,000.00	14625
2 West Michigan Veterans Veterans Assistance	5,000.00 *	5,000.00	5,000.00	5,000.00	
3 Pioneer Resources Rec for People w/disabilities	4,800.00 *	2,500.00	2,500.00	2,500.00	
4 HealthCare Health screening to low-income	7,225.00 *	6,000.00	5,000.00	6,000.00	
5 American Red Cross Senior Transportation	5,000.00 *	5,000.00	5,000.00	5,000.00	
6 Volunteer Muskegon Youth Survey/Mapping	5,000.00 *	2,500.00	-	2,500.00	3333 33 3125 3500
7 Volunteer Muskegon Keep Kids in School Truancy	5,000.00 *	2,500.00	5,000.00	2,500.00	3333 33 3125 8000
8 Legal Aid of Western Michigan Counseling/Legal Education	43,302.00 *	9,000.00	9,000.00	9,000.00	
9 Family Services Center, Inc DAD'S	10,000.00 *	5,000.00	6,000.00	5,000.00	5833 34 6000
10 Lakeshore Fair Housing Alliance Fair Housing	10,000.00 *	7,000.00	6,000.00	7,000.00	
11 Muskegon Public Schools Software	15,000.00 *	7,500.00	8,500.00	7,500.00	3500 5000
12 Neighborhood Invest Corp Mainstreet	6,500.00 *	2,500.00	2,500.00	2,500.00	
13 Muskegon Retirement Apartment Inc Fire Code Compliance	10,200.00 *	5,000.00	5,000.00	5,000.00	

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2500

Community Development Block Grant

<u>Organization Name/Program Title</u>	<u>Amount Requested</u>	<u>Administration Recommendation</u>	<u>Citizen District Council Recommendation</u>	<u>City Commission Preliminary Recommendation</u>	<u>City Commission Final Decision</u>
14 Community and Neighborhood Services <i>Siding Program</i>	\$ 210,000.00	\$ 170,000.00	\$ 170,000.00	\$ 170,000.00	
15 Fire/Inspection <i>Dangerous Building/Demolition</i>	155,000.00	60,000.00	60,000.00	60,000.00	
16 Community and Neighborhood Services <i>Emergency Rehabilitation</i>	215,000.00	180,000.00	180,000.00	180,000.00	
17 Community and Economic Development <i>Façade Improvement</i>	20,000.00	-	-		
18 Community and Neighborhood Services <i>CDBG Administration</i>	187,000.00 **	175,000.00	175,000.00	175,000.00	
19 Community and Neighborhood Services <i>Rehab Service Delivery</i>	125,000.00	118,000.00	118,000.00	118,000.00	
20 Engineering / CNS <i>Sidewalk Assessment Relief</i>	50,000.00	35,000.00	35,000.00	35,000.00	
21 Engineering / CNS <i>Street Assessment Relief</i>	80,000.00	45,000.00	45,000.00	45,000.00	
22 Leisure Services <i>Youth recreation</i>	80,000.00 *	70,000.00	70,000.00	70,000.00	
23 Finance Dept <i>Repayment of Shoreline Dr. Bond</i>	245,000.00	245,000.00	245,000.00	245,000.00	
24 City Planning <i>Lot Clean-up</i>	40,000.00	35,000.00	35,000.00	35,000.00	
25 City Planning <i>Code Enforcement</i>	45,000.00	40,000.00	40,000.00	40,000.00	
26 DPW <i>Senior Transit</i>	56,784.00 *	46,500.00	46,500.00	\$ 46,500.00	

Community Development Block Grant

<u>Organization Name/Program Title</u>	<u>Amount Requested</u>	<u>Administration Recommendation</u>	<u>Citizen District Council Recommendation</u>	<u>City Commission Preliminary Recommendation</u>	<u>City Commission Final Decision</u>
Total CDBG Request	1,643,811.00				
Total CDBG Allocated + PI \$75,000	1,287,000.00	1,287,000.00	1,287,000.00	1,287,000.00	\$ 1,287,000.00
Recommendations	1,287,000.00	1,286,000.00	1,286,000.00	1,286,000.00	\$ -
Allocated/Request Difference	\$ (356,811.00)	1000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,287,000.00
Total Amt of Public Service*	215,027.00	136,500.00	136,500.00	136,500.00	
Public Service mandated Amt < or = to 15%	193,050.00	193,050.00	193,050.00	193,050.00	\$ 193,050.00
Difference	\$ (21,977.00)	\$ 56,550.00	\$ 56,550.00	\$ 56,550.00	\$ 193,050.00
Total Amt of City Administration Request**	187,000.00	175,000.00	175,000.00	175,000.00	\$ -
Administrative mandated Amt < 20%	257,400.00	257,400.00	257,400.00	257,400.00	\$ 257,400.00
Difference	\$ 70,400.00	\$ 82,400.00	\$ 82,400.00	\$ 82,400.00	\$ 257,400.00

HOME

	<u>Organization Name/Program Title</u>	<u>Amount Requested</u>	<u>Administration Recommendation</u>	<u>Citizen District Council Recommendation</u>	<u>City Commission Preliminary Recommendation</u>	<u>City Commission Final Decision</u>
1	Community and Neighborhood Services <i>Tax-Reverted Rehabilitation</i>	75,000.00	75,000.00	\$ 75,000.00	\$ 75,000.00	
2	Community and Neighborhood Services <i>HOME Infill Program</i>	85,000.00	80,000.00	\$ 80,000.00	\$ 80,000.00	
3	Community and Neighborhood Services HOME Administration	33,700.00 ***	33,700.00	\$ 33,700.00	\$ 33,700.00	
4	<i>Neighborhood Investment Corp</i> <i>Housing Rehab, Neighborhood Imp.</i>	\$ 100,000.00 ****	\$ 80,000.00	\$ 80,000.00	\$ 80,000.00	
5	Habitat For Humanity <i>Acquisition/Rehab</i>	50,000.00 ****	47,000.00	\$ 47,000.00	\$ 47,000.00	
6	Trinity Village Non-Profit Housing Corp <i>Single-Family Acquisition</i>	25,000.00 ****	22,000.00	\$ 22,000.00	\$ 22,000.00	
Total Amt of HOME Request		\$ 368,700.00	\$ 337,700.00	\$ 337,700.00	\$ 337,700.00	-
HOME Allocation		337,937.00	\$ 337,937.00	\$ 337,937.00	\$ 337,937.00	\$ 337,937.00
Reprogram Funds						
Total Amt Home Available		337,937.00	337,937.00	\$ 337,937.00	\$ 337,937.00	
Total Amt Difference		\$ (30,763.00)	\$ 237.00	237.00	237.00	\$ -
Total Amt of HOME Administration ***		\$ 33,700.00	\$ 33,700.00	\$ 33,700.00	\$ 33,700.00	
Total Amt mandated = 10%		\$ 33,700.00	\$ 33,700.00	\$ 33,700.00	\$ 33,700.00	
Difference		\$ -	\$ -	\$ -	\$ -	\$ -
Total amt of HOME CHDO request ****		\$ 175,000.00	\$ 149,000.00	\$ 149,000.00	\$ 149,000.00	
Total Amt mandated 15%		50,690.00	50,690.00	50,690.00	50,690.00	50,690.00
Difference		\$ (124,310.00)	\$ (98,310.00)	\$ (98,310.00)	\$ (98,310.00)	\$ 50,690.00

NOTE

*Public Service, **City CDBG Administration, ***HOME Administration, ****CHDO Request

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Commission Meeting Date: April 13, 2004

Date: April 7, 2004
To: Honorable Mayor & City Commission
From: Community and Neighborhood Services
Department
RE: Approval of the 2004-2005 Action Plan

SUMMARY OF REQUEST: To approve the 2004-2005 Action Plan for the City of Muskegon Community Development Block Grant/HOME activity. If the Action Plan is approved, the CNS will continue the comment period of the Action Plan as amended if needed until April 15, 2004.

On April 16, 2004, the CNS office will deliver the Action Plan to the U. S. Housing and Urban Development as required in order to request the Release of Funds for the 2004-2005 fiscal year.

FINANCIAL IMPACT: Action Plan establishes the 2004-2005 budget.

BUDGET ACTION REQUIRED: None at this time budget established by Action Plan.

STAFF RECOMMENDATION: To approve the Action Plan. *as*

COMMITTEE RECOMMENDATION: None.

Action Plan
COMMUNITY DEVELOPMENT BLOCK GRANT

June 1, 2004 thru May 31, 2005

MISSION STATEMENT & NARRATIVE SUMMARIES

To provide its residents with the ability to live in safe, decent, sanitary and attractive housing and to assure the preservation and enhancement of the City's neighborhoods, public facilities and infrastructure as well as to assist local nonprofits and social agencies in delivering their services to low/moderate income residents are examples of annual activities undertaken by the City of Muskegon to promote the overall well-being of this community. This section of the Consolidated Housing & Community Development Plan will describe eligible programs, projects and activities to be undertaken with funds expected to be made available during the above program year and their relationship to housing and non-housing community development needs outlined in previous sections.

PURPOSE & INTENT

In accordance with the National Affordable Housing Act of 1990, the City of Muskegon must submit an Annual Action Plan to the U. S. Department of Housing & Urban Development pursuant to its approved Consolidated Plan 2000-2004, which identifies proposed actions toward meeting housing and non-housing priorities. Affected programs include, but are not limited to the Community Development Block Grant (CDBG), the HOME Investment Partnership (HOME), the Emergency Shelter Grant (ESG), Homeless Assistance, Youth Build, and the Housing Opportunities for Persons Living with AIDS (HOPWA) Programs.

COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
ANNUAL STATEMENT OF PRIORITIES & PROPOSED PROJECTS

The City's Community Development Block Grant (CDBG) program is annually funded to address the City's short and long-term goals, needs and priorities. These goals, needs and priorities are translated into the City's *Annual Action Plan and Statement of Priorities and Proposed Projects* for each program year period. If a determination is made not to implement an activity, to carry out an activity not previously described, or to substantially change the purpose, scope, location, or beneficiaries of an activity, an *Amendment* to the active program year Action Plan will be enacted. The City's Statement of Priorities and Proposed Projects for this period follows the Summary of Resources below:

Projected Resources & Activity Summary:

\$1,212,000	FY 2004 HUD/CDBG Entitlement
25,000	Program Income
50,000	Program Carry over
\$1,287,000	Total CDBG funding

Other Expected Federal Funding

Law Enforcement Block Grant	49,782
DOJ Bullet Proof Vest Program	2,161
Multi-Jurisdictional Drug &Gang	35,260
FEMA Firefighters Assistance	129,875
After School Learning Centers	<u>1,000,000</u>
Total	1,217,078

Summary of Priorities and Proposed Projects

The City of Muskegon proposes to undertake activities during the 2004 – 2005 program year described as follows: The Funding is based on entitlement amount of \$1,287,000.

Housing Priorities & Proposed Projects

Proposed projects will aid in the elimination of blight throughout the City, which is detrimental to life, health, and safety.

\$180,000 **Housing Rehab - Emergency Repair Program.** Continued assistance to very low-income homeowners for the repair of single-purpose housing deficiencies that pose a serious threat to life, health, or safety.

Locations: City/Community Wide

Targeted Outcome: 40 Housing Units

\$170,000 **Housing Rehab - Siding Program.** Continued assistance to provide vinyl siding to low-income owner-occupants of single-family housing units.

Locations: City/Community Wide

Targeted Outcome: 30 Housing Units

\$118,000 **Housing Rehab - Service Delivery Costs.** Funding for the administration of housing rehab programs and incidental costs associated with the housing rehab activities such as credit reports and recording fees.

Location: City/Community Wide

Targeted Outcome: 220 Household

\$60,000 **Residential Clearance.** Continued funding for the board-up and demolition of vacant, substandard structures that are not suitable for rehabilitation.

Locations: Census Tract 1-Marquette 2 – Jackson Hill; 3 – Angell; 5 – McLaughlin; and 6.02 Nelson Neighborhood

Targeted Outcome: 15 Housing Units

\$40,000 **Code Enforcement.** Funding for the enforcement of City ordinances with respect to property maintenance and neighborhood blighting influences. Funding will be used to pay one Code enforcement officer.

Locations: Census Tract 3 – Angell Neighborhood, Census Tract 5 – McLaughlin, Census Tract 2 – Jackson Hill, Census Tract 1 – Marquette, Census Tract 6.02 Nelson Neighborhood

Targeted Outcome: 1000 Households

Non-Housing Priorities & Proposed Projects

Proposed projects will encourage commercial and retail development by taking maximum advantage of a variety of resources, to promote business expansion and investment in order to create a balanced recreational, commercial, residential, educational and industrial economic climate as follows:

\$245,000 **Shoreline Drive Bond Repayment.** Funding for payment of bond authority funds toward completion of the Shoreline Drive project, to be used for real property acquisition of affected properties.

Location: Census Tract 7 – Central Business

Targeted Outcome: Area Redevelopment

Public Improvements Proposed Projects

Proposed projects will provide the impetus to insure the continued maintenance and upgrading of the City's infrastructure, transportation and neighborhood resources as follows:

\$35,000 **Sidewalk Assessment Program.** Continued funding of sidewalk replacement costs for low-income homeowners, as identified by the sidewalk replacement program.

Location: Census Tracts – Marquette Neighborhood

Targeted Outcome: 75 Households

\$35,000 **Public Rehabilitation/Clean-ups.** Funding to be used for maintenance of City-owned residential lots and other future public rehabilitation projects.

Location: Census Tracts 1, 2, 3, 5, 6.01

Targeted Outcome: 200 Lots

\$45,000 **Street Assessment Program.** Continued funding of street replacement costs for special assessment levied to low income homeowners who resided in areas where street replacement is proposed.

Public Services & Proposed Projects

Proposed projects will support community-based organizations by promoting neighborhood self-sufficiency and meet the under-served needs of special needs populations such as youth, the elderly, persons with disabilities and the homeless and low-income residents.

- \$70,000** **Recreation Programs.** Continued funding of core-city youth recreation programs. Activities include summer/winter swimming, gym activities, basketball, family recreation, indoor soccer, and summer playground programs.
- Location:** Census Tract 2 – Jackson Hill; 3 – Angell; 4 – East Muskegon; 5 – McLaughlin; 6.01 – 6.02 Nelson
Targeted Outcome: 500 Youth
- \$46,500** **Sr. Citizen Transit.** Continued funding to provide low-cost transportation services for elderly residents to medical facilities, shopping centers, educational/recreational activities and other related destinations.
- Location:** City/Community Wide
Targeted Outcome: 1300 Elderly
- \$66,500** **Special Projects/Community-Based Organizations.** Continuation of grant program for local non-profit organizations to provide various services to low-income community residents.
- Location:** City/Community Wide
Targeted Outcome: 12 Community-Based Organizations
Approximately: 10,000 individuals

Management

- \$175,000** **Management & Coordination.** General management, oversight and coordination of CDBG activities. Funding includes cost of staff salaries and fringe benefits, office supplies, equipment and contingency; Contract Compliance/EO and Indirect Costs.

CDBG PROJECTS/ACTIVITIES - 2004

2004 - 2005 ACTIVITIES - By RANKING

REHABILITATION – HOUSING	468,000	36%
Emergency Repair		
Vinyl Siding		
Administration		
BOND REPAYMENT	245,000	19%
Shoreline Drive		
PUB. FACILITIES – ASSESSMENTS	115,000	9%
Sidewalks/Street		
Lot maintenance		
GENERAL ADMINISTRATION	175,000	14%
General Admin.		
Affirm. Action		
PUBLIC SERVICES	183,000	14%
Recreation Programs		
Sr. Transit		
CBO Grants Program		
CODE ENFORCEMENT – HOUSING	100,000	8%
Code Inspections		
Residential Clearance		

**2004 HOME INVESTMENT PARTNERSHIPS PROGRAM
ANNUAL STATEMENT OF PRIORITIES & PROPOSED PROJECTS**

The HOME Investment Partnerships Program was created by the National Affordable Housing Act of 1990, and the City of Muskegon is a designated "Participating Jurisdiction," which allows direct allocations of funds from the Dept. of HUD. Portions of these funds may be awarded to non-profit organizations to assist with the provision of affordable housing and support services; other eligible activities include acquisition, construction, rehabilitation, investor/rental rehabilitation, downpayment assistance and assistance to first-time homebuyers. The City's Statement of Priorities and Proposed Projects for this period follows the Summary of Resources and Proposed Amendments below:

Project Resources: **\$337,937**

Housing Priorities and Proposed Projects

Proposed projects will aid in the prevention of further loss of viable housing units, increase affordable homeownership opportunities, encourage new development of affordable housing, and provide continued support for shelter and service programs for the homeless and persons at-risk of homelessness as follows:

- | | |
|------------------|---|
| \$149,000 | <u>Community Housing Development Organizations.</u> Continued assistance to support non-profit organizations providing housing and housing related activities, and activities for the needs of the homeless and those at risk of homelessness, and technical assistance to emerging non-profit housing organizations. 35 Households/Citywide |
| \$33,700 | <u>Program Administration.</u> General management, oversight and coordination of HOME program activities. Funding includes staff salaries, fringe benefits, office supplies and equipment. |
| \$80,000 | <u>Tax-Reverted Infill Program.</u> Assistance to construct single-family dwelling on tax-reverted properties not neighborhood specified. 1 family/targeted neighborhood. |
| \$75,000 | <u>Tax-Reverted Rehabilitation Program.</u> Assistance to rehabilitate tax-reverted single-family structures and sell to low/moderate-income residents after rehab. 1 family/targeted neighborhood. |

\$337,937 - HOME PROJECTS/ACTIVITIES - 2004

2004 HOME INVESTMENT PARTNERSHIPS PROGRAM CITY OF MUSKEGON COMMUNITY & NEIGHBORHOOD SERVICES PROGRAM DESCRIPTION

2004 ALLOCATION OF FUNDS **\$337,937**

HOME Community Housing Development Organizations (CHDO's) **\$149,000**

As a participating jurisdiction, the City of Muskegon is required to provide opportunities for Community Housing Development Organizations to utilize HOME funds to produce affordable housing within the City of Muskegon. Funding will include the provision of technical assistance to assist in building the capacity of CHDO's to produce affordable housing and for administrative support of the organizations within the regulatory guidelines. Eligible activities include the acquisition of vacant land or existing structures, the construction or rehabilitation of these properties for occupancy by low to moderate-income individuals.

Tax-Reverted Infill: **\$80,000**

The City of Muskegon will use the allocated HOME funding to construct a single-family home on a designated tax-reverted lot not neighborhood specifically to be located in one of the city's low/moderate-income eligible neighborhoods. The home is to be sold to a low/moderate family whose income is at or near 80% of the city's median income. The potential owners will be recruited with the assistance of one of the city's CHDO's. Downpayment assistance may be available through the CHDO. The length of the affordability period will be determined by the amount of HOME funds used as a subsidy in the project.

Program Requirements

Properties must be purchased/ occupied by low to very-low income tenants, those with incomes at or below 80% of area median income..

Recapture provisions

The City elects to adopt the recapture of the homebuyer subsidy. The homebuyer subsidy will be forgiven by the City at a rate of 1/180 per month throughout the term of the affordability period. Upon sale of the property by the homeowner within the affordability period, the homeowner will be required to repay a prorated portion of the HOME funds used to subsidize the purchase of the home.

The property owner's return on investment at the point of sale will include:

- The amount of the homebuyer's downpayment made from their own resources

- The amount of mortgage principle repaid at the time of resale

- The appreciated value of the property (Appraised value at resale less the appraised value of the property at the time of purchase by the homeowner).

The homeowner will receive the full amount of the fair return only if sufficient sale proceeds remain after all outstanding debt (including repayable HOME subsidy amounts) and closing costs are paid. Any proceeds remaining after payment of the outstanding debt, closing costs, fair return, and any HOME subsidy repayment will be shared 50/50 between the homeowner and the City. Any funds repaid to the City will be returned to the HOME trust fund. Repayment of the HOME subsidy amount will not be required if the resale does not provide sufficient net proceeds to satisfy other outstanding debt, pay closing costs, and offer a fair return on investment to the property owner. Partial repayment may be required based on the amount of sales proceeds received by the homeowner.

Tax-reverted Rehabilitation:

\$75,000

The City of Muskegon will use this funding to rehabilitate a single family structures obtained through the tax-reversion process, the dangerous building list or through the U. S. Housing and Urban Developments "Good Neighborhood Program".

The funding will be used to rehabilitate the dwelling to code. After the rehabilitation is completed the structures will be sold to an income eligible low/moderate-income family through a partnership with one of the communities CHDO's.

The future occupants will have incomes preferably below 65% of area median income. Any profits obtained from this program will be reallocated to the local HOME funds. The recapture provisions are the same as under the Infill program

HOME Administration:

\$33,700

The City of Muskegon will use the funding to administer all HOME programming.

Rental Rehabilitation Program – NOT FUNDED THIS FISCAL YEAR

This program will provide funding for the rehabilitation of existing rental units located in the City of Muskegon occupied by families whose annual incomes do not exceed 60 percent of the median family income for the area, adjusted for family size. The City will provide a maximum of \$30,000 by matching the owner's contribution to the rehabilitation. The property owner must contribute the remaining development costs. Properties rehabilitated under this program must meet applicable local building codes at the completion of the project.

Property owners will be eligible for assistance under the City's Rental Rehabilitation programs only if there are no outstanding legal actions pending against them for chronic outstanding violations. Landlords who have already received assistance under the HUD Rental Rehab program, the MSHDA HOME Rental Rehab program, or the City's HOME Rental Rehab program will not be eligible for additional assistance to the same properties. Qualifying property owners must be current on all taxes and debts owed to the City of Muskegon prior to submitting their application for assistance, and throughout the HOME affordability period.

Tenant Occupancy

For property receiving HOME Rental Rehabilitation assistance, the units must be occupied by families with incomes at or below 80% of area median income, adjusted for family size. Income determinations will be made at the time of application. Tenant occupancy and income will be re-certified annually for the length of the applicable affordability period.

Monitoring

In compliance with CFR 24 91.230 the City of Muskegon requires all funded subreipients and Community Housing Development Organizations (CHDO's) to sign an agreement contract listing their intended scope of services, a delineated budget and to include all required supporting documentation. (i.e. 501 C3 verification, list of staff demographics etc) As well as including in the agreement all pertinent City of Muskegon and U. S. Department of Housing and Urban Development requirements.

In addition, all Subreipients and CHDOS are required to submit quarterly progress reports detailing the organization/agency accomplishments during the past quarter, and or the number of minorities and or low and moderate income residents served.

The City of Muskegon Community and Neighborhood Services also physically monitors all Subreipients and CHDO's at their sites once a year which includes reviewing policies, procedures as well as activities and accomplishments.

RELEVANT NARRATIVE STATEMENTS

Issue: Continuum of Care Strategy for the Homeless

Muskegon County's Continuum of Care¹ can be viewed as four interconnected phases. **Phase One** is an outreach and entry phase. The homeless, near homeless, and the working poor at risk of homelessness are identified by organizations that provide life-sustaining assistance...shelter, food and financial support. These entities include the Salvation Army, City Rescue Mission, Red Cross, Community Action Against Poverty, Every Woman's Place, Catholic Human Development Outreach and the COGIC Center of Trinity Village. Their obligation to this strategic plan is to identify and perform an initial assessment. This process allows referral to safe shelter for the homeless and to case management services for the near homeless to prevent the loss of home.

Phase Two is a barrier identification and case management phase. During this phase, client issues are explored more intensely, and individual, client-driven case management plans are designed. Additional services from the community are then "wrapped around" the client that addresses the barriers to safe housing and economic stability. These may include employment assessment and training, substance abuse treatment, support services education, health and dental care provisions, legal support, individual and family counseling and movement into a transitional living situation. The near homeless continue to be monitored and supported to prevent their loss of home. Organizations involved at this time include Family Centers, Legal Aid, Treatment Centers, County Employment and Training sites, Health Care providers, and mental health specialists. It should be noted that even with expensive services in this Phase, a lack of transitional housing can result in a "revolving door" situation, with clients returning into Phase One.

Phase Three continues the case management plan, with additional emphasis on self-supporting skills such as gaining and retaining a life sustaining wage, budgeting, parenting, permanent housing education and nutrition. Clients in this phase are moved toward permanent housing, if previously homeless, or toward greater stability if identified originally as near homeless. Housing education stresses home ownership as a preferred strategy over renting. In this phase, Housing Commissions, financial institutions, neighborhood associates and the faith-based community are included.

Clients in **Phase Four** are supported in their efforts to gain and maintain a permanent residence, both physically and financially. Section 8 housing vouchers, city renovation project grants, and low or no-cost reclamation loans are sought for this purpose. Support services are offered as required to continue the development and stability of the family toward self-sufficiency and economic sustainability. Case management services taper off as clients become more self-reliant.

Priorities in Muskegon County include support for emergency shelters, additional transition housing units, and a computerized case management system for data collection and analysis.

Issue: Fair Housing Needs Impediments

The City of Muskegon continuously works to assure that any impediments to fair housing opportunities are removed. It is the City of Muskegon administration position that the 2000 Census will illustrate that the City of Muskegon has seen a shift in housing patterns in the last 10 to 15 years where minorities are residing in areas of the city formerly only occupied by white residents. Some of the credit for this shift can be attributed to the work of the nonprofit community promotion of homeownership and also the local realtor community, which has been promoting homeownership throughout the City. The City of Muskegon has also increased the availability of quality housing within the city in a number of ways. The City's Infill programs have given the opportunity to low and moderate-income residents to purchase home they would not be able to afford with out the subsidy.

In the last decade the City of Muskegon has also experienced a significant increase in the availability of quality rental housing. Several complexes have been built by the private market offering quality-housing opportunities for low and moderate-income residents which includes rental assistance. Even with the increase in available rental housing there still appears to be a need for addition rental assistance. During the period of March 18, 2002 thru March 22 2002, the Muskegon Housing Commission advertised open enrollment for its Section 8 vouchers/certificates a total of approximately 1257 applications were received by the Housing Commission from the public hoping to obtain rental assistance. January 9, 2003, Muskegon Heights had an open enrollment for their Section 8 program. A total of 1,000 applications were accepted at that time.

The City of Muskegon Inspection department has aggressively implemented a policy that targets substandard housing in the City, requiring that the housing is brought up to code in a quality manner by the owner or the housing is demolished which eliminates the substandard housing from the City's housing stock and also eliminates the possibility of the substandard housing being rented and or sold to someone not in a quality condition.

Anyone wishing to make a complaint concerning housing related issues is directed to the City of Muskegon Affirmative Action office. Last fiscal year a fair housing analysis was produced regarding Muskegon County by the Grand Rapids Fair Housing Center. The report was financed by the cities of Muskegon, Muskegon Heights, Norton Shores and Muskegon County.

There is currently a local coalition of citizen working to establish a Fair Housing Center in Muskegon County. There hasn't been a local organization targeted specifically to fair housing program in several years in Muskegon County.

The results of that study is currently being studied and the information derived from the report will be used in future planning efforts.

Issue: Welfare Reform Impact

The Personal Responsibility and Work Opportunity Reconciliation Act of 1996 represents significant changes in perceptions of 'welfare reform'. The challenges represented are critical to all segments of a given community, and the City of Muskegon is no exception. The Dept. of HUD is promoting a three-pronged response to begin addressing this issue, and the City of Muskegon will make every attempt to expand its partnerships with HUD, the State of Michigan, and community organizations to provide viable services to its residents affected by the legislation by promoting the following endeavors:

- * Support for the creation of job opportunity through economic development activities;
- * Support and monitoring of innovative uses of tenant-based rental assistance linking welfare recipients to jobs;
- * Support and continued promotion of the family self-sufficiency concept;
- * Provide supportive technical assistance when needed, to help welfare recipients make the transition from dependency to work through expansion initiatives, funding for supportive services and encourage initiatives that provide access to education and job training.

The City acknowledges several area agencies that provide assistance and supportive services with these common goals, and will continue to expand its role and partnerships, as debate on this issue and its impact continue to be assessed.

Issue: Lead Paint Hazard Reduction

The City will continue to coordinate actions toward reduction of lead hazards in housing units with the Muskegon County Health Department, particularly in homes occupied by children under the age of seven (7), and with elevated blood lead levels. Although, the number of homes rehabilitated under the City's housing programs remain a small portion of units suspected to have lead hazards, the County Health Department continues to focus on the existence of hazards in the community and employees various strategies through area social service agencies for abatement, education, screening and coordination.

The City's actions toward eradication of this particular hazard to the community involves the following:

- * Continued support and coordination with the Muskegon County Health Department;
- * Priority consideration under housing programs to households with children with elevated blood lead levels;
- * Allocation of CDBG/HOME funding for lead hazard abatement and remediation in rehabilitated homes; and
- * Provision of the most current information, data analysis, and prevention methods to the general public through brochures, pamphlets and other education materials on the risks of lead poisoning.

Under the City's HOME Program, certain activities involve the acquisition and/or sale of single-family properties and investor-rehabilitation assistance for rental properties. Under this program, the following actions apply for purchase, rental, and renovation of pre-1978 housing units:

- * *Investor/Landlords* must disclose known information on lead-based paint hazards before leases take effect;
- * *Sellers* must disclose known information on lead-based paint hazards before selling a housing unit; buyers have a minimum of ten (10) days to check for hazards; and
- * *Rehabilitation* activities will include specific inspection specifications and procedures for use by contractors performing construction services.

The City of Muskegon has worked diligently to train both its staff and its contractors in lead paint remediation. The CNS office has four members of its staff certified in safe work practices. Its rehabilitation inspector is certified in lead supervision and as a lead wiper. The City has also financed the training of a total of approximately 62 area contractors in safe work practices and a total of seven as Lead Based Paint supervisors. The City of Muskegon currently has a qualified staff person who is authorized to teach the safe work practices class and is planning to offer several in house training classes.

Public Housing

The Muskegon Housing Commission an independent agency from the City of Muskegon is not eligible for the Comprehensive Grant because of the number of housing units in its inventory.

During this fiscal Year the City of Muskegon and the Muskegon Housing Commission were able to partner to finally receive approval from HUD to demolish 8 former Turnkey 3 properties. The dilapidated houses were owned by the Muskegon Housing Commission and for whatever reasons had gotten to an obsolescent state. The City along with the Housing Commission and many of the Citizen who had one of the infamous houses in their neighborhood celebrated last July during the demolition of the first home on Oak St by the middle of August 2003 all the houses had been demolished.

The City purchased four of the sites from the Housing Commission and two homes have been completed at this time, two other homes will be built on the former Turnkey 3 sites during this coming fiscal year.

Also during this fiscal year the City of Muskegon Community and Neighborhood Services Office assisted the Muskegon Housing Commission by conducting the Environmental Review assessment for the Commission Capital Fund grant.

According to the Muskegon Housing Commission's Annual Public Housing Plan the Commission has nine goals for this fiscal year.

1. Manage the Commission's public housing program in an efficient and effective manner to achieve minimum status as a standard performer.
2. Continue to provide a safe and secure environment in the Muskegon Housing Commission's public housing development known as Hartford Terrace.
3. Close out Turnkey III program
4. Expand Section 8 Housing Voucher program opportunities for low income families
5. Close out 5(h) Homeownership program
6. Expand Family Self-Sufficiency, Community and Supportive Services Opportunities.

8. Seek to improve Resident Assessment Satisfaction Survey results
9. Continue to modernize Hartford Terrace Apartment Complex

HOUSING AND COMMUNITY DEVELOPMENT NEEDS

Conditions

The overall condition of housing units in Muskegon is good. Much of the City's substandard housing stock has been eliminated over the past 20 years through Urban Renewal and the City's ongoing demolition program. On the other hand the number of the city's housing units continue to need repairs. Reinvestment in the City's housing stock has decreased with the decline in city property values which has lead to further deterioration and a decrease in the number of units which are suitable for rehabilitation.

Housing Needs

The greatest housing problem occurs in non-elderly renter households. In 1980, fifty-five percent of the city's low-income households were homeowners and 45% were renters. By 1990, the ratio had reversed with only 345 of the City's very low-income households being homeowners and 66% were renters, the 21% increase in the very low income rental population resulted in increased demand for rental units that are affordable to the very low-income families, most of whom need some form of income or rental subsidy to meet housing needs. 1,364 or 17% of the city's total owner-occupied households have incomes between 51% and 80% of the area median. This is interesting because it is 5% lower than the percentage of homeowners who fall below 50% of median income. The higher percentage of very low-income homeowners can be explained by the large numbers of elderly homeowners on fixed incomes that fall into the very low-income category. Most of these elderly families purchased their homes when they were employed and lack sufficient funds to maintain the homes.

Housing Market Conditions

According to the 2000 U.S. Census the City of Muskegon had 15,999 housing units; 8,284 owner occupied, 6,285 renter and 1,249 vacant. A loss of 331 units occurred since 1980, but the loss was higher than the City's population loss. Overall City vacancy rates have remained relatively stable. However, among the subsidized rental properties that are designed to remain affordable to the City's low-income residents, there are few vacancies other than normal turnover.

Affordable Housing Needs

Owner-occupied housing units and rental units are all in great need of maintenance and repair. There is a need for additional rental subsidies for renter household. The Muskegon Housing Commission is the designated Public Housing agency for the City. The Housing Commission has had a major impact in the last few years creating affordable housing units. There is an extremely high demand for Section 8 Rental Assistance. The Section 8 waiting list was recently open from March 18 thru March 22, 2002. During the period the Muskegon Housing Commission received a total 1257 applications for Section 8 rental assistance. Which illustrates the continuous need for additional rental assistance for the low and moderate-income residents of Muskegon

Homeless Needs

The homeless exist in Muskegon County but are nearly invisible. A larger number of households are at-risk of homelessness. These households use area food pantries, soup kitchens, and short term rent assistance.

Precise data did not exist for the homeless and at-risk populations at the beginning of the City's five-year plan; however changing economic trends and household demographics, have begun to formulate

to in the Muskegon Area Homeless Coalition Continuum of Care Plan, finalized during early, 2003.

This public policy approach and strategy for meeting the needs of the homeless and those populations at risk of becoming homeless demonstrates that homelessness is not caused merely by a lack of shelter, but involves a variety of underlying, unmet needs ---- physical, economic, and social, and refines a stronger focus toward developing strategies to address these needs. The result has enacted a specialized care system to move homeless persons to permanent housing with associated support services to provide outreach, intake and assessment to be coordinated with a centralized tracking system to define services, broad access to emergency shelters, transitional housing and record demographic data of persons served. The expected outcome will guide the allocation of resources addressed by the Consolidated Plan, with a broad-based approach, including focussed discussion among surrounding municipalities, and area wide service providers to establish a balanced system which includes emergency shelter, transitional housing, and associated supportive assistance.

Public and Assisted Housing Needs

Name of Local Housing (LHA): Muskegon Housing Commission. The Commission operates Hartford Terrace Apartments, a 160-unit elderly/disabled housing complex; Section 8 Tenant Assistance vouchers/certificates.

Conditions of LHA units: There has been an effort in the last 2 years to conduct major rehabilitation at the Housing Authority although money has been limited.

Barriers to Affordable Housing

There are no current or outstanding court orders, consent decrees or formal U.S. Department of Housing & Urban Development sanctions which act as barriers to affordable housing within the City of Muskegon. However in order to facilitate the City's efforts, the City has requested waivers through the Enterprise Community project, as described below:

1. Waiver Request - Public Assistance Programs

The use of public assistance grants to offset employers' salary costs for newly hired public assistance recipients in order to help recipients get jobs and to expand jobs.

Pilot projects which mandates job search for ADC applicants.

Extension of Medicaid coverage to ADC clients entering the work force beyond the 12-month period currently provided.

Exemption for one vehicle regardless of value from the current asset limitations.

2. Waiver Requests - Public Housing Facilities

Waiver to keep elderly families only in housing for elderly and not disabled residents of any age.

Lead-Based Paint Strategy

The Muskegon County Health Department is the primary agency involved in the identification of lead poisoning cases in the community and as such the lead agency for hazard identification and treatment of persons with elevated blood levels of lead. Youth in Muskegon are at high risk for lead poisoning for a number of reasons:

- 97% of the City's housing units were built before 1979
- 12% of the City's housing units are estimated in substandard condition
- 26% of the City's households are below the poverty level
- 41% of the City's housing units are rental with many concentrated in the inner city

Since September 2001 the City of Muskegon has tested all structures by a lead based risk assessor in its rehabilitation programs excluding emergency repair and vinyl siding project.

Anti-Poverty Strategy

The City of Muskegon makes concerted efforts to enhance the quality of life for all of its citizens, including families and individuals living at or below federally established poverty standards. The standards are defined by household income levels, tenure and makeup, extent of overcrowding and substandard conditions, unemployment, human service needs, and homelessness.

In order to assist residents with breaking the cycle of poverty, the City has embarked on several projects, to break the poverty cycle by implementation of several centrally focussed strategies:

- * Encourage the improvement of existing housing conditions by continuing support of City-administered housing programs, i.e. code enforcement, low-cost comprehensive grant/loan repair assistance; continued encouragement and support for initiatives aimed at first-time homebuyers, and mortgage financing which fosters affordable housing opportunities, such as those currently provided by the Neighborhood Investment Corporation.
- * To create viable employment options by supporting area wide economic development activities, including training and re-training of displaced workers, the development of projects which target economic opportunity for designated poverty-level segments, and to assist new and retain/expand existing businesses.
- * By supplying funding when available to a number of public services that work diligently to assist low income resident break the cycle of poverty. These public services include areas of assistance that focus on health especially in the minority community, legal services, childcare, transportation and education, parent support.

Coordination

As part of the community-based partnership organizations and agencies participating in the development of the Consolidated Plan, over 100 local service providers were consulted. Overwhelming support was provided, with many agencies offering additional programs and resources, such as: The Muskegon Housing Commission, Muskegon Department of Social

Services (State of Michigan), Muskegon County Department of Community Mental Health, Muskegon County Health Department, Michigan State Housing Development Authority and Michigan Region 14 Area Agency on Aging.

The 2004 –2005 CDBG/HOME activities are significantly consistent with the priorities as developed in the 2000 – 2004 Consolidated Plan.

The City is meeting all its stated housing priorities through its partnership with the CHDO's and its in-house infill and emergency repair programs.

PRIORITY 1. To allocate at least the required amount of HOME funding to area CHDO's to assist low-income with downpayment assistance and increase their ability to obtain mortgages.

PRIORITY 2. By working through the City's Infill project to increase the number of new homes constructed within the targeted areas.

PRIORITY 3. Rehabilitate owner-occupied and rental structures through the community.

The non-housing priorities are consistent with those established in the Consolidated Plan because the 2004 – 2005 activities in this category promote small business development and overall community economic development.

PRIORITY 1. To work collaboratively to increase new employers and the availability of skilled workforce.

PRIORITY 2. Increase developable land in the areas of commercial, industrial and residential.

PRIORITY 3. Increase number of small businesses.

The City of Muskegon public service is highly correlated with the established Consolidated Plan that was under the category of Neighborhood Objectives. The 2004-2005 activities consist of infrastructure improvements, recreation activities, senior programs, education support and neighborhood improvement programming.

The neighborhood priorities as developed in the Consolidated Plan are:

PRIORITY 1. Increase Leisure Services activities/facilities.

PRIORITY 2. Improve quality of life in low/moderate income neighborhoods.

PRIORITY 3. Increase neighborhood retail opportunities

PRIORITY 4. Improve and upgrade city public safety equipment

PRIORITY 5. To continue to work with and when possible supply financial assistance to subrecipients in the health field.

As in the past the City of Muskegon will periodically during fiscal year review its activities to assure that the performances of its programs are meeting its goals and objectives. This will be accomplished by reviewing subrecipients and CHDO's quarterly reports as well as conducting on-site monitoring visits. As well as reviewing the department's performance on a monthly / quarterly basis. All subrecipients and CHDO's are informed in their agreements that they have one year to complete their projects (June 1 through May 31) unless an extension is granted by the City of Muskegon Community and Neighborhood Services

Public Comment

ACTION PLAN - YEAR 28

6/01/04 thru 5/31/2005

**Community Development Block Grant Program
Description of Key Proposed Projects**

	<u>AMOUNT</u>
<u>PROGRAM ADMINISTRATION</u>	\$175,000
<u>SHORELINE DRIVE – Bond Repayment</u>	245,000
<u>HOUSING REHABILITATION</u>	468,000
<u>PUBLIC IMPROVEMENTS</u>	115,000
<u>CODE ENFORCEMENT</u>	40,000
<u>RESIDENTIAL CLEARANCE</u>	60,000
<u>PUBLIC SERVICES</u>	183,000
TOTAL - CDBG	\$1,286,000

**HOME Investment Partnerships Program
Description of Key Proposed Projects**

DEVELOPMENT

Tax-Reverted Infill	\$80,000
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SUPPORT SERVICES

Certified Community Housing Development Organizations	149,000
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HOUSING

Tax-Reverted Rehabilitation	75,000
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ADMINISTRATION

	<u>33,700</u>
TOTAL - HOME	\$337,700

DATE: March 30, 2004

TO: Honorable Mayor and Commissioners

FROM: Robert B. Grabinski, Director of Inspection Services

RE: Concurrence with the Housing Board of Appeals Notice and Order to Demolish. Dangerous Building Case #: En-040005 Address: 1355 Pine.

SUMMARY OF REQUEST: This is to request that the City Commission Concur with the findings of the Housing Board of Appeals that the structure located at **1355 Pine** is unsafe, substandard, a public nuisance and that it be demolished within thirty (30) days. It is further requested that administration be directed to obtain bids for the demolition of the structure and that the Mayor and City Clerk be authorized and directed to execute a contract for demolition with the lowest responsible bidder.

Case# & Project Address: # En-040005, 1355 Pine St.

Location and ownership: This structure is located on Pine Street between Bauer and Catawba and is owned by Raymond Kittel.

Staff Correspondence: On 1/21/04 the trade inspectors and Fire Marshal conducted an inspection at this house after the housing inspector reported dangerous living conditions. At the time there were two women living there with their six children. They believed they were renting from Mr. Kittel, but he had actually had them sign a Land Contract in the amount of \$40,000 on 2/21/03. Upon inspection the Fire Marshal and trade inspectors found the structure to be very dangerous and the two families were told they would have to vacate the premises. Their case workers did help them find new places to stay and were referred to Legal Aid of West Michigan in reference to the Land Contract. The utilities have since been cut and the house is vacant. A notice and order to repair or remove was issued 1/22/04 and on 3/4/04 the HBA declared the structure substandard and a dangerous building.

Owner Contact: Mr. Kittel spoke with Mr. Grabinski the week before the HBA meeting and spoke of selling the house. He stated he had a potential buyer already lined up.

Financial Impact: CDBG Funds

Budget action required: None

State Equalized value: \$22,800

Estimated cost to repair: \$ 20,000

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

City Commission Recommendation: The commission will consider this item at it's meeting Tuesday, April 13, 2004.

CITY OF MUSKEGON
DANGEROUS BUILDING INSPECTION REPORT

1355 PINE
(INTERIOR INSPECTION)
1/21/04

Inspection noted:

1. Service to be replaced to meet 2000 MRC.
2. Smoke alarms to meet 2000 MRC.
3. Rewire house to meet 2000 MRC.

NOTE: Will need to meet 2003 MRC when new code is adopted.

4. Complete plumbing to be replaced.
5. Structural repair on home floor system required. Improper connections of joists to beams. Improper columns and column support. Opening in floor is improperly framed and must meet MRC 2000 requirements; chapter five floors; or provide structural engineered design on repairs.
6. All stair systems interior and exterior must be brought up to code; missing treads, risers, guardrails and handrails.
7. Smoke alarms must meet sec. R.317 MRC 2000 requirements; hardwired, interconnected with battery back up.
8. Provide egress windows per code; sec. R310 MRC 2000.
9. Numerous damage to ceilings, walls, and floor systems throughout. All floor – ceiling joists must meet required spans.
10. Side porch on home is unstable – rebuild to code – floorings, decking, guards & joists.

BASED UPON MY RECENT INSPECTION OF THE ABOVE PROPERTY, I HAVE DETERMINED THAT THE STRUCTURE MEETS THE DEFINITION OF A DANGEROUS AND/OR SUBSTANDARD BUILDING AS SET FORTH IN SECTION 4-23 OF THE MUSKEGON CITY CODE.

HENRY FALTINOWSKI, BUILDING INSPECTOR

DATE

January 21, 2004

Lucinda McDonald
1355 Pine Street
Muskegon, MI 49442

Dear Ms. McDonald:

An inspection was conducted by the Muskegon Fire Department at 1355 Pine Street on 1/21/04. The structure was deemed to be unsafe. All occupants shall be removed from the premises. Please see International Fire Code requirements:

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

1355 Pine Street

Page 2

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.

For advice or assistance, please call me at 724-6793.

Thank you,

Major Metcalf
Fire Marshal

C: Protective Services

January 23, 2004

Marzella & Lucinda McDonald
1355 Pine St.
Muskegon, MI 49442

Re: Unsafe electrical Service at 1355 Pine St.

As the result of an inspection at the above referenced property, it was determined that the electrical system was and is an imminent danger to life and property. Because of hazards found during this inspection, in accordance with Article 90-11 of the Michigan Electrical Code, electrical utilities will be terminated on January 27, 2004 if repairs are not made.

During this inspection it was determined that the entire electrical system poses a life/safety hazard. This will need to be replaced to code and inspected. An electrical permit will need to be obtained before any work is done.

A licensed electrical contractor must make all repairs of safety and code violations, and an inspection must be scheduled before electrical utilities can be restored.

The above mentioned violations are a safety issue and in no way should be construed as including any other code violations at the above mentioned property.

Should you have any questions, please feel free to call me at (231) 724-6758.

Kenneth Murar
Electrical Inspector, City of Muskegon

Cc: File
Fire Department
Consumers Energy



1355 PINK ST.

1/21/2004

AGREEMENT

THIS AGREEMENT, made this December 21, 2004 by and between:
Hitsman Enterprises.

(a corporation organized and existing under the law of the State of Michigan);
 (partnership consisting of _____); (an individual trading as _____
Debra? Rogers); hereinafter called the "Contractor," and the City of
 Muskegon, Michigan, hereinafter called the "City".

WITNESSTH, that the Contractor and the City, for the consideration stated
 herein, mutually agree as follows:

ARTICLE 1. Statement of Work. The Contractor shall furnish all supervision,
 technical personnel, labor, materials, machinery, tools, equipment, and services,
 including utility and transportation services, and perform and complete all work
 required for the demolition and clearance of **1355 Pine** as well as required
 supplemental work for the completion of this project, all in strict accordance with
 the Contract, including all Addenda.

ARTICLE 2. Contract Price. The City will pay the Contractor for the performance
 of this Contract and the completion of the work covered therein an amount not to
 exceed **\$4700.00**

ARTICLE 3. CONTRACT: The executed contract shall consist of, but not be
 limited to, the following:

Invitation for Bids
 Instructions to Bidders
 Bid Proposal
 Agreement
 General Specifications for Project Performance
 Equal Opportunity and Employment Specifications
 Demolition and Site Clearance Specifications

This Agreement, together with other documents listed in Article 3, which said
 other documents are as fully a part of the Contract as if attached hereto or
 repeated herein, form the contract between the parties hereto.

In the event any provision in any component part of this Contract conflicts with
 any provision of any other component part, the Contractor shall contact the City
 immediately in writing for a determination, interpretation, and/or classification of
 conflicting parts and priority of same. Said determination from the City shall be in
 writing and shall become an Addendum to this Contract.

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

ATTEST:

Carmen Smith

CONTRACTOR:

BY: Debra Corp. Owner

Printed name and title

Debra Corp. Owner

ATTEST:

Jo Ann Krokowski
Jo Ann Krokowski

CITY OF MUSKEGON

BY: [Signature]

Mayer

Dail Q. Kundergan
City Clerk

(SEAL)

CERTIFICATION (IF APPLICABLE)

I, _____, certify that I am the _____

of the Corporation named as contractor herein;

That _____, who signed this Agreement on behalf of the

Contractor, was then _____ of said Corporation:

That said Agreement was duly signed for and in behalf of said Corporation by authority of its governing body, and is within the scope of its corporate powers.

Signed:

(CORPORATE SEAL)

Printed Name and Title

DATE: March 31, 2004

TO: Honorable Mayor and Commissioners

FROM: Robert B. Grabinski, Director of Inspection Services

RE: Concurrence with the Housing Board of Appeals Notice and Order to Demolish. Dangerous Building Case #: EN-040004 Address: 1365 Pine.

SUMMARY OF REQUEST: This is to request that the City Commission Concur with the findings of the Housing Board of Appeals that the structure located at **1365 Pine** is unsafe, substandard, a public nuisance and that it be demolished within thirty (30) days. It is further requested that administration be directed to obtain bids for the demolition of the structure and that the Mayor and City Clerk be authorized and directed to execute a contract for demolition with the lowest responsible bidder.

Case# & Project Address: # EN-040004, 1365 Pine St.

Location and ownership: This structure is located on Pine Street between Bauer and Catawba and is owned by Mortgage Electronic Registration. It is currently in the redemption period of foreclosure and a local realtor, John Achterhoff, has listed it to sell.

Staff Correspondence: A dangerous building inspection was conducted on 1/20/04. A notice and order to repair was issued 1/22/04. An interior inspection was conducted 3/18/04 and on 3/4/04 the HBA declared the structure substandard and dangerous.

Owner Contact: John Achterhoff contacted the Inspection Department and scheduled the interior inspection. He stated he has been contacted by the management company handling the foreclosure to list the property to sell.

Financial Impact: CDBG Funds

Budget action required: None

State Equalized value: \$11,800

Estimated cost to repair: \$ 20,000

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

City Commission Recommendation: The commission will consider this item at it's meeting Tuesday, April 13, 2004.

CITY OF MUSKEGON
DANGEROUS BUILDING INSPECTION REPORT

1365 Pine

1/20/04

Inspection noted:

1. Windows broken.
2. Siding is missing or damaged.
3. Chimney is missing mortar and some brick.
4. Foundation appears damaged.
5. Interior inspection with building, plumbing, mechanical, and electrical inspectors required.
6. All work requires construction permits. These permits must be obtained prior to work beginning.

Please contact Inspection Services with any questions at 231-724-6715.

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 10-61 OF THE MUSKEGON CITY CODE.

HENRY FALTINOWSKI, BUILDING INSPECTOR

DATE

CITY OF MUSKEGON
DANGEROUS BUILDING INSPECTION REPORT

1365 PINE
(INTERIOR INSPECTION)
3/18/04

Inspection noted:

1. Replace – repair all wall, ceiling, floor damage including floor coverings.
2. Replace notched – cut floor joists.
3. Replace – repair foundation wall damage – loose – cracked missing block.
4. All handrails, guards to meet current code.
5. Replace back stair – landing.
6. All damaged doors require repair and weather stripping.
7. Replace broken windows.
8. Repair side porch landing stairs.
9. Tuck point exterior masonry block foundation wall.
10. Remove front decorative block siding – repair masonry block.
11. All drop ceiling to meet manufactures specs on installation.
12. Complete plumbing replacement.
13. Replace gas piping.
14. Replace furnace filter and furnace needs to be certified safe.
15. Chimney needs to be repaired or replaced.
16. Wire furnace to code with grounded circuit.
17. Replace electric service to 2003 MRC.
18. Provide GFI protection where required by 2003 MRC.
19. Repair basement light by laundry sink.
20. Repair switch and box in bedroom.
21. Repair plug in dining room.
22. Wire fan to code in dining room.
23. Replace all knob & tube wiring.
24. Assure grounding and wire mold.

BASED UPON MY RECENT INSPECTION OF THE ABOVE PROPERTY, I
HAVE DETERMINED THAT THE STRUCTURE MEETS THE DEFINITION OF A
DANGEROUS AND/OR SUBSTANDARD BUILDING AS SET FORTH IN
SECTION 4-23 OF THE MUSKEGON CITY CODE.

HENRY FALTINOWSKI, BUILDING INSPECTOR

DATE



1365 Pine

Date: April 13, 2004
To: Honorable Mayor and City Commissioners
From: Engineering
RE: Accepting Lemuel Street into the City's Street System

SUMMARY OF REQUEST:

Adopt the attached resolution including exhibit A accepting Lemuel Street north of Hackley into the City's street system. Lemuel street was constructed as part of the Seaway Industrial Park development.

FINANCIAL IMPACT:

None.

BUDGET ACTION REQUIRED:

None.

STAFF RECOMMENDATION:

Adopt the attached resolution.

COMMITTEE RECOMMENDATION:

CITY OF MUSKEGON

RESOLUTION NO. 2004-39(h)

At a regular meeting of the City Commission of Muskegon, Michigan, held at the City Commission Chambers on April 13, 2004

RECITALS

THE CITY COMMISSION OF THE CITY OF MUSKEGON HEREBY RESOLVES:

1. The City of Muskegon owns fee simple title to that certain street known as **Lemuel Street**.
2. It is necessary to furnish certain information to the State of Michigan to place this street within the City's Local Street System for the purpose of obtaining funds under Act 51, P.a. 1951, as amended.

NOW, THEREFORE, BE IT RESOLVED:

1. That the legal description of said street is described as:

See attached Exhibit A

2. That said street is located within a City right-of-way, is on City Property, and is under the control of the City of Muskegon.
3. That said street is a public street and is for public street purposes.
4. That said street is accepted into the City Local Street System.

Resolution duly adopted.

YEAS: Gawron, Larson, Shepherd, Spataro, Warmington, Carter, Davis

NAYS: None

CITY OF MUSKEGON

By Gail Kunding
Gail Kunding, MMC, City Clerk

EXHIBIT "A"

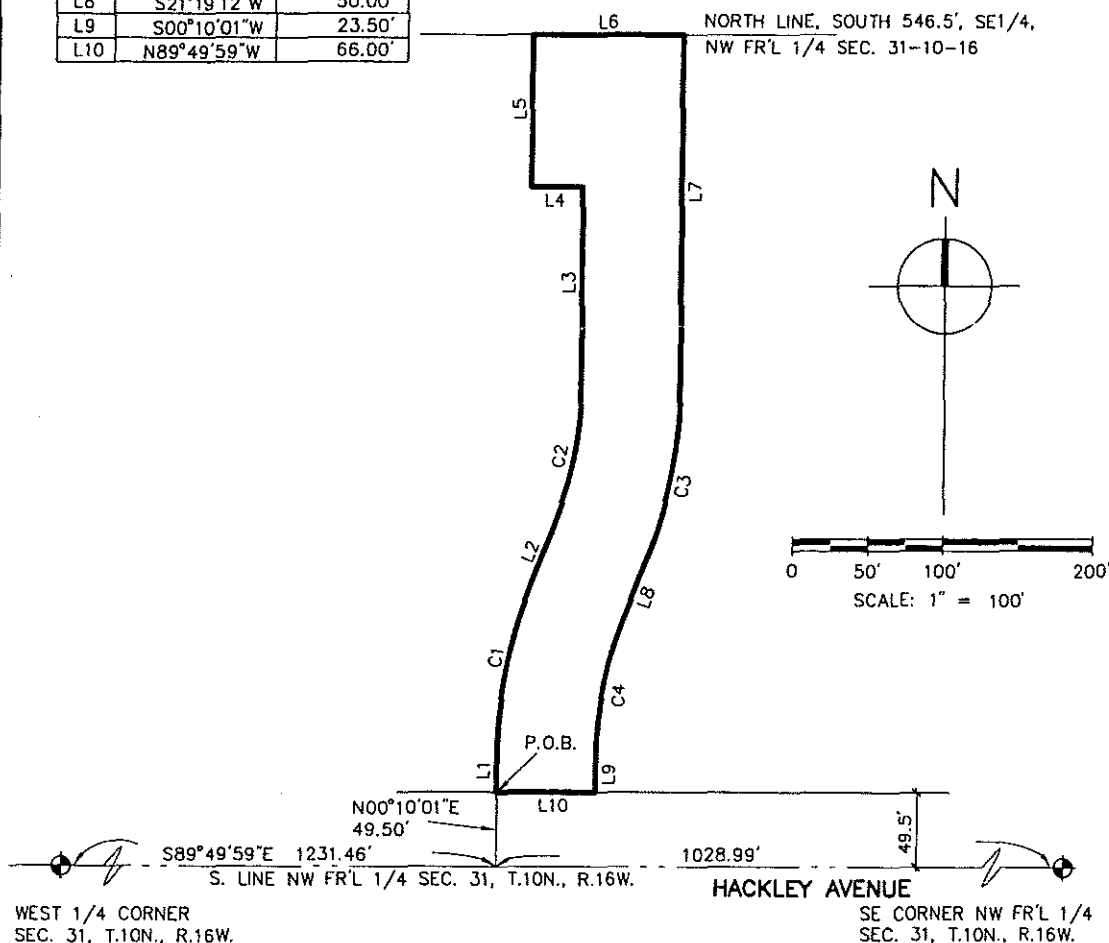
SHEET 1 OF 1

DESCRIPTION:

COMMENCING AT THE WEST 1/4 CORNER OF SECTION 31, T.10N., R.16W., CITY OF MUSKEGON, MUSKEGON COUNTY, MICHIGAN THENCE S89°49'59"E 1231.46 FEET ALONG THE SOUTH LINE OF THE NORTHWEST FRACTIONAL 1/4 OF SAID SECTION 31; THENCE N00°10'01"E 49.50 FEET FOR POINT OF BEGINNING; THENCE N00°10'01"E 23.50 FEET; THENCE NORTHERLY 111.86 FEET ON A 303.00 FOOT RADIUS (18°54'34" DEG) CURVE TO THE RIGHT, DELTA=21°09'11", LONG CHORD BEARING N10°44'36"E 111.23 FEET; THENCE N21°19'12"E 50.00 FEET; THENCE NORTHERLY 87.50 FEET ON A 237.00 FOOT RADIUS (24°10'32" DEG) CURVE TO THE LEFT, DELTA=21°09'11", LONG CHORD BEARING N10°44'36"E 87.00 FEET; THENCE N00°10'01"E 132.00 FEET; THENCE N89°49'59"W 34.00 FEET; THENCE N00°10'01"E 100.00 FEET; THENCE S89°49'59"E 100.00 FEET ALONG THE NORTH LINE OF THE SOUTH 546.5 FEET OF SAID SOUTHEAST 1/4 OF THE NORTHWEST FRACTIONAL 1/4 OF SECTION 31; THENCE S00°10'01"W 232.00 FEET; THENCE SOUTHERLY 111.86 FEET ON A 303.00 FOOT RADIUS (18°54'34" DEG) CURVE TO THE RIGHT, DELTA=21°09'11", LONG CHORD BEARING S10°44'36"W 111.23 FEET; THENCE S21°19'12"W 50.00 FEET; THENCE SOUTHERLY 87.50 FEET ON A 237.00 FOOT RADIUS (24°10'32" DEG) CURVE TO THE LEFT, DELTA=21°09'11", LONG CHORD BEARING S10°44'36"W 87.00 FEET; THENCE S00°10'01"W 23.50 FEET; THENCE N89°49'59"W 66.00 FEET ALONG THE NORTH LINE OF THE SOUTH 49.5 FEET OF SAID SOUTHEAST 1/4 OF THE NORTHWEST FRACTIONAL 1/4 OF SECTION 31 TO POINT OF BEGINNING.

LINE TABLE		
LINE	BEARING	LENGTH
L1	N00°10'01"E	23.50'
L2	N21°19'12"E	50.00'
L3	N00°10'01"E	132.00'
L4	N89°49'59"W	34.00'
L5	N00°10'01"E	100.00'
L6	S89°49'59"E	100.00'
L7	S00°10'01"W	232.00'
L8	S21°19'12"W	50.00'
L9	S00°10'01"W	23.50'
L10	N89°49'59"W	66.00'

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD	
C1	111.86'	303.00'	21°09'11"	N10°44'36"E	111.23'
C2	87.50'	237.00'	21°09'11"	N10°44'36"E	87.00'
C3	111.86'	303.00'	21°09'11"	S10°44'36"W	111.23'
C4	87.50'	237.00'	21°09'11"	S10°44'36"W	87.00'



RE: RIGHT OF WAY FOR LEMUEL STREET

CITY OF MUSKEGON
933 TERRACE STREET
MUSKEGON, MICHIGAN 49443-0536

Prein & Newhof
Engineers • Surveyors • Environmental • Laboratory

3355 Evergreen Drive NE
Telephone : (616) 364-8491
Project No. : 2020325

Grand Rapids, Michigan 49525
Fax : (616) 364-6955
Date : JANUARY 9, 2004

STATE OF MICHIGAN
COUNTY OF MUSKEGON

I hereby certify that the foregoing is a true and complete copy of a resolution adopted at a meeting of the Board of Commissioners of the City of Muskegon, Michigan, held on the 13th day of April, 2004, and that the minutes of the meeting are on file in the office of the City Clerk and are available to the public. Public notice of the meeting was given pursuant to and in compliance with Act 267, Public Acts of Michigan, 1976.



Gail Kunding, MMC, City Clerk

Date: April 13, 2004
To: Honorable Mayor and City Commissioners
From: Engineering
RE: TEDF Category F-Grant Applications

SUMMARY OF REQUEST:

Your permission to submit a 2005 TEDF Category F Grant application for the Milling & Resurfacing of Lakeshore Dr. between McCracken & Lincoln (2000') is requested. The estimated cost is about \$240,000 of which the city's share would be about \$60,000 (%25).

FINANCIAL IMPACT:

A 25% match plus engineering cost which are estimated at \$90,000 if the project is approved.

BUDGET ACTION REQUIRED:

None at this time. However, should the project get approval, we would have to include it in the ~~2003~~ 2005 Capital Improvement Budget.

STAFF RECOMMENDATION:

Approve the submittal of the grant application.

COMMITTEE RECOMMENDATION:

Resolution No.2004-39(i)

MUSKEGON CITY COMMISSION

RESOLUTION APPROVING APPLICATION TO THE STATE OF MICHIGAN
TRANSPORTATION AND ECONOMIC DEVELOPMENT CORPORATION

WHEREAS, the Michigan Department of Transportation has made available grant funding for the roadway project deemed necessary to advance economic development projects; and

WHEREAS, the City of Muskegon desires to continue the improvements of it major street system; and

WHEREAS, preliminary cost estimates associated with each project have been identified,

NOW, THEREFORE, BE IT RESOLVED, that Staff is authorized to submit application to the Michigan Department of Transportation - Transportation and Economic Development Corporation in various amounts to be matched with local resources.

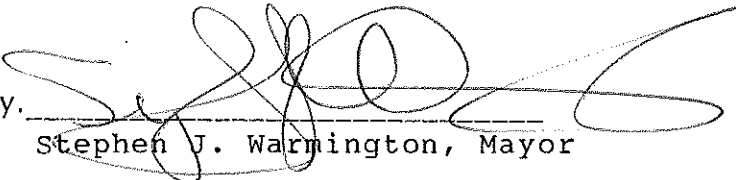
Resolved this 13th day of April, 2004.

Ayes: Larson, Shepherd, Spataro, Warmington, Carter, Davis,
Gawron

Nays: None

Abstentions: None

By. _____


Stephen J. Warmington, Mayor

CERTIFICATION
2004-39(i)

This resolution was adopted at a regular meeting of the City Commission, held on April 13, 2004. 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, MMC, City Clerk

Date: April 13, 2004
To: Honorable Mayor and City Commissioners
From: Engineering
RE: Repeal Article III of Chapter 26

SUMMARY OF REQUEST:

Adopt the attached ordinance repealing Article III of Chapter 26 of the City's Ordinance dealing with the soil erosion & sedimentation control. By us repealing such ordinance, enforcement of such program will fall on the county's DPW as per MDEQ's rules. At the present time, Muskegon County is the enforcing agent for most of the communities within the county. Repealing said ordinance will not have an impact on city owned projects since we will be able to retain our Authorized Public Agency designation. However, all activities that fall within the established MDEQ guidelines as needing a soil erosion permit, one must be issued by the county. The advantages of such action can be in the form of consistency.

FINANCIAL IMPACT:

None, the county has there own fee schedule which is very comparable to the one the City has.

BUDGET ACTION REQUIRED:

None.

STAFF RECOMMENDATION:

Adopt the attached ordinance.

COMMITTEE RECOMMENDATION:

CITY OF MUSKEGON
MUSKEGON COUNTY, MICHIGAN

ORDINANCE NO. 2130

An ordinance repealing Article III of Chapter 26 of the Ordinances for the City of Muskegon, relinquishing the authority of the City of Muskegon to regulate erosion and sedimentation control and to discharge its responsibilities under Part 91 of Act No. 451 of the Public Acts of 1994, as amended.

THE CITY COMMISSION OF THE CITY OF MUSKEGON HEREBY ORDAINS:

Section 1. Repeals.

All ordinances inconsistent with the provisions of this Ordinance are hereby repealed. In particular the following sections of the Muskegon City Code are repealed:

- 1.1 Sections 26-101 through 26-110 concerning standards for soil erosion and sedimentation control;
- 1.2 Sections 26-126 through 26-135 concerning the permitting of construction projects requiring grading, stripping or excavating.

This ordinance adopted:

Ayes: Shepherd, Spataro, Warmington, Carter, Davis, Gawron, Larson

Nays: None

Adoption Date: April 13, 2004

Effective Date: April 29, 2004

First Reading: April 13, 2004

Second Reading: N/A

CITY OF MUSKEGON

By: Gail A. Kunderger
Gail A. Kunderger, Clerk

Ordinance No. 2130
CERTIFICATE

The undersigned, being the duly qualified clerk of the City of Muskegon, Muskegon County, Michigan, does hereby certify that the foregoing is a true and complete copy of an ordinance adopted by the City Commission of the City of Muskegon, at a regular meeting of the City Commission on the 13th day of April, 2004, at which meeting a quorum was present and remained throughout, and that the original of said ordinance is on file in the records of the City of Muskegon. I further certify that the meeting was conducted, and public notice was given, pursuant to and in full compliance with Act No. 267, Public Acts of Michigan of 1976, as amended, and that minutes were kept and will be or have been made available as required thereby.

Dated: April 13, 2004.



Gail A. Kunding, CMC/AAE
Clerk, City of Muskegon

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

**CITY OF MUSKEGON
NOTICE OF ADOPTION**

Please take notice that on April 13, 2004, the City Commission of the City of Muskegon adopted an ordinance repealing Article III of Chapter 26 of the Ordinances for the City of Muskegon, relinquishing the authority of the City of Muskegon to regulate erosion and sedimentation control and to discharge its responsibilities under Part 91 of Act No. 451 of the Public Acts of 1994, as amended.

THE CITY COMMISSION OF THE CITY OF MUSKEGON HEREBY ORDAINS:

Section 1. Repeals.

All ordinances inconsistent with the provisions of this Ordinance are hereby repealed. In particular the following sections of the Muskegon City Code are repealed:

1.1 Sections 26-101 through 26-110 concerning standards for soil erosion and sedimentation control;

1.2 Sections 26-126 through 26-135 concerning the permitting of construction projects requiring grading, stripping or excavating.

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

Published April 19, 2004

CITY OF MUSKEGON

By _____
Gail A. Kunding, MMC
City Clerk

Date: April 13, 2004
To: Honorable Mayor and City Commissioners
From: Engineering
RE: Consideration of Bids
Campus & Strong Projects (H-1578 & H-1579)

SUMMARY OF REQUEST:

The contract to reconstruct both Strong & Campus be awarded to K & R out of Grand Rapids, MI. K & R was the lowest, see attached bid tabulation, responsible bidder with a bid price of \$286,687.42.

FINANCIAL IMPACT:

The construction cost of \$286,687.42 plus related engineering expenses.

BUDGET ACTION REQUIRED:

None.

STAFF RECOMMENDATION:

Award the contract to K & R

COMMITTEE RECOMMENDATION:

CONTRACTOR ADDRESS			CITY/ST/ZIP		ENGINEER'S ESTIMATE		KAMMINGA & ROODVOETS 3435 BROADMOOR AVE.		NORTH RIVER EXCAVATING 9918 N. RIVER RD.		MILBOCKER & SONS 1256 29TH ST.		GRANT TOWER EXCAVATING 13064 WISNER		WADEL STABILIZATION 2500 N. OCEANA DR.	
CAMPUS AVE. H-1579, S-594			CITY/ST/ZIP		ENGINEER'S ESTIMATE		GRAND RAPIDS, MI 49512		NEWAYGO, MI 49337		ALLEGAN, MI 49010		GRANT, MI 49327		HART, MI 49420	
ITEM OF WORK			UNIT	QTY	UNIT COST	TOTAL PRICE	UNIT COST	TOTAL PRICE	UNIT COST	TOTAL PRICE	UNIT COST	TOTAL PRICE	UNIT COST	TOTAL PRICE	UNIT COST	TOTAL PRICE
1	ADJUST CATCHBASIN CASTING		EACH	3	\$300.00	\$900.00	\$125.00	\$375.00	\$200.00	\$600.00	\$197.00	\$591.00	\$353.00	\$1,059.00	\$250.00	\$750.00
2	ADJUST MANHOLE CASTING		EACH	6	\$300.00	\$1,800.00	\$225.00	\$1,350.00	\$250.00	\$1,500.00	\$400.00	\$2,400.00	\$353.00	\$2,118.00	\$350.00	\$2,100.00
3	ADJUST WATER VALVE CASTING		EACH	2	\$275.00	\$550.00	\$200.00	\$400.00	\$100.00	\$200.00	\$115.00	\$230.00	\$158.00	\$316.00	\$300.00	\$600.00
4	AGGREGATE BASE COURSE 22A @ 8" C.I.P.		SQ.YD.	3118	\$5.00	\$15,590.00	\$6.00	\$18,708.00	\$7.00	\$21,826.00	\$5.95	\$18,552.10	\$6.10	\$19,019.80	\$5.00	\$15,590.00
5	BIT. LEVELING MIX 3C @ 165#/S.Y.		TON	258	\$40.00	\$10,320.00	\$42.35	\$10,926.30	\$44.34	\$11,439.72	\$42.35	\$10,926.30	\$49.60	\$12,796.80	\$43.85	\$11,313.30
6	BIT. TOP MIX 4C @ 165#/S.Y.		TON	278	\$50.00	\$13,900.00	\$44.92	\$12,487.76	\$45.34	\$12,604.52	\$44.92	\$12,487.76	\$48.20	\$13,399.60	\$43.85	\$12,190.30
7	CATCH BASIN CASTING E.J.I.W. #7045 OR EQUAL		EACH	7	\$450.00	\$3,150.00	\$1,000.00	\$7,000.00	\$500.00	\$3,500.00	\$455.00	\$3,185.00	\$684.00	\$4,788.00	\$400.00	\$2,800.00
8	CATCH BASIN FLAT TOP		EACH	4	\$1,300.00	\$5,200.00	\$125.00	\$500.00	\$1,250.00	\$5,000.00	\$1,445.00	\$5,780.00	\$477.00	\$1,908.00	\$1,200.00	\$4,800.00
9	CONC. CURB & GUTTER F-4 MOD.		LIN. FT.	1557	\$9.00	\$14,013.00	\$12.50	\$19,462.50	\$16.00	\$24,912.00	\$7.60	\$11,833.20	\$8.75	\$13,623.75	\$10.35	\$16,114.95
10	CONC. DRIVE APPROACH 6" STD.		SQ.YD.	212	\$28.00	\$5,936.00	\$26.00	\$5,512.00	\$28.00	\$5,936.00	\$20.25	\$4,293.00	\$21.50	\$4,558.00	\$24.75	\$5,247.00
11	CONC. SIDEWALK 4"		SQ.FT.	1133	\$2.50	\$2,832.50	\$2.25	\$2,549.25	\$2.40	\$2,719.20	\$2.25	\$2,549.25	\$2.40	\$2,719.20	\$2.75	\$3,115.75
12	CONC. SIDEWALK 6"		SQ.FT.	190	\$3.50	\$665.00	\$3.10	\$589.00	\$4.50	\$855.00	\$2.50	\$475.00	\$2.65	\$503.50	\$3.00	\$570.00
13	HYDRANT STD.		EACH	1	\$1,400.00	\$1,400.00	\$1,800.00	\$1,800.00	\$1,250.00	\$1,250.00	\$1,240.00	\$1,240.00	\$1,715.00	\$1,715.00	\$1,200.00	\$1,200.00
14	MACHINE GRADING MOD.		STA.	8.8	\$400.00	\$3,520.00	\$520.00	\$4,576.00	\$800.00	\$7,040.00	\$1,400.00	\$12,320.00	\$2,930.00	\$25,784.00	\$400.00	\$3,520.00
15	MANHOLE CASTING E.J.#1000 OR EQUAL		EACH	6	\$500.00	\$3,000.00	\$450.00	\$2,700.00	\$400.00	\$2,400.00	\$640.00	\$3,840.00	\$583.00	\$3,498.00	\$420.00	\$2,520.00
16	MANHOLE STANDARD 4' DIA		EACH	2	\$1,500.00	\$3,000.00	\$1,250.00	\$2,500.00	\$1,500.00	\$3,000.00	\$1,570.00	\$3,140.00	\$1,970.00	\$3,940.00	\$1,300.00	\$2,600.00
17	PAVEMENT MARKING WATERBORNE 4" YELLOW SKIP		LIN. FT.	166	\$3.00	\$498.00	\$2.40	\$398.40	\$4.00	\$664.00	\$2.40	\$398.40	\$3.00	\$498.00	\$2.50	\$415.00
18	REMOVING CATCH BASIN		EACH	4	\$400.00	\$1,600.00	\$125.00	\$500.00	\$250.00	\$1,000.00	\$210.00	\$840.00	\$391.00	\$1,564.00	\$300.00	\$1,200.00
19	REMOVING CONC. DRIVE APPROACH		SQ.YD.	218	\$6.00	\$1,308.00	\$4.50	\$981.00	\$8.00	\$1,744.00	\$5.20	\$1,133.60	\$7.50	\$1,635.00	\$5.00	\$1,090.00
20	REMOVING CONC. SIDEWALK		SQ.FT.	1679	\$1.00	\$1,679.00	\$1.50	\$2,518.50	\$1.00	\$1,679.00	\$0.65	\$1,091.35	\$0.20	\$335.80	\$1.00	\$1,679.00
21	REMOVING EXIST MANHOLES		EACH	5	\$400.00	\$2,000.00	\$225.00	\$1,125.00	\$250.00	\$1,250.00	\$310.00	\$1,550.00	\$406.00	\$2,030.00	\$400.00	\$2,000.00
22	REMOVING PAVEMENT		SQ.YD.	3130	\$5.00	\$15,650.00	\$5.10	\$15,963.00	\$6.50	\$20,345.00	\$5.20	\$16,276.00	\$3.85	\$12,050.50	\$4.50	\$14,085.00
23	SANITARY SEWER 10" SDR 35		LIN. FT.	431	\$35.00	\$15,085.00	\$25.00	\$10,775.00	\$28.00	\$12,068.00	\$16.00	\$6,896.00	\$20.15	\$8,684.65	\$35.00	\$15,085.00
24	SANITARY SEWER SERVICE 6" SDR 35		LIN. FT.	297	\$28.00	\$8,316.00	\$30.00	\$8,910.00	\$22.00	\$6,534.00	\$15.00	\$4,455.00	\$17.00	\$5,049.00	\$25.00	\$7,425.00
25	SANITARY WYE 10"X6" SDR 35		EACH	9	\$200.00	\$1,800.00	\$175.00	\$1,575.00	\$200.00	\$1,800.00	\$120.00	\$1,080.00	\$226.00	\$2,034.00	\$250.00	\$2,250.00
26	SLEEVES LONG 6" D.C.I. M.J.		EACH	1	\$400.00	\$400.00	\$600.00	\$600.00	\$200.00	\$200.00	\$330.00	\$330.00	\$1,790.00	\$1,790.00	\$1,200.00	\$1,200.00
27	STORM SEWER 10" SDR 35		LIN. FT.	74	\$25.00	\$1,850.00	\$24.00	\$1,776.00	\$15.00	\$1,110.00	\$22.00	\$1,628.00	\$21.00	\$1,554.00	\$45.00	\$3,330.00
28	STORM SEWER 12" SDR 35		LIN. FT.	42	\$35.00	\$1,470.00	\$26.00	\$1,092.00	\$20.00	\$840.00	\$24.00	\$1,008.00	\$23.50	\$987.00	\$50.00	\$2,100.00
29	TERRACE GRADING		LIN. FT.	880	\$10.00	\$8,800.00	\$3.50	\$3,080.00	\$6.00	\$5,280.00	\$7.45	\$6,556.00	\$9.80	\$8,624.00	\$12.00	\$10,560.00
30	TRAFFIC CONTROL		LUMP	1	\$7,500.00	\$7,500.00	\$4,000.00	\$4,000.00	\$1,800.00	\$1,800.00	\$10,372.49	\$10,372.49	\$2,578.00	\$2,578.00	\$5,000.00	\$5,000.00
31	VALVE 6" GATE M.J. W/BOX		EACH	1	\$650.00	\$650.00	\$550.00	\$550.00	\$500.00	\$500.00	\$580.00	\$580.00	\$575.00	\$575.00	\$650.00	\$650.00
32	WATERMAIN 6" D.C.I. CL. 52		LIN. FT.	16	\$25.00	\$400.00	\$25.00	\$400.00	\$22.00	\$352.00	\$28.00	\$448.00	\$49.00	\$784.00	\$50.00	\$800.00
33	WATERVALVE BOX COMPLETE		EACH	1	\$300.00	\$300.00	\$325.00	\$325.00	\$300.00	\$300.00	\$290.00	\$290.00	\$211.00	\$211.00	\$250.00	\$250.00
CAMPUS TOTAL						\$155,082.50		\$146,004.71		\$162,248.44		\$148,775.45		\$162,730.60		\$154,150.30

ITEM OF WORK		UNIT	QTY	ENGINEER'S ESTIMATE		KAMMINGA & ROODVOETS		NORTH RIVER EXCAVATING		MILBOCKER & SONS		GRANT TOWER EXCAVATING		WADEL STABILIZATION	
				UNIT COST	TOTAL PRICE	UNIT COST	TOTAL PRICE	UNIT COST	TOTAL PRICE	UNIT COST	TOTAL PRICE	UNIT COST	TOTAL PRICE	UNIT COST	TOTAL PRICE
1	ADJUST CATCHBASIN CASTING	EACH	1	\$300.00	\$300.00	\$125.00	\$125.00	\$200.00	\$200.00	\$197.00	\$197.00	\$353.00	\$353.00	\$250.00	\$250.00
2	ADJUST MANHOLE CASTING	EACH	4	\$300.00	\$1,200.00	\$225.00	\$900.00	\$250.00	\$1,000.00	\$400.00	\$1,600.00	\$353.00	\$1,412.00	\$350.00	\$1,400.00
3	AGGREGATE BASE COURSE 22A @ 8" C.I.P.	SQ.YD.	1938	\$5.00	\$9,690.00	\$6.00	\$11,628.00	\$7.00	\$13,566.00	\$5.95	\$11,531.10	\$5.80	\$11,240.40	\$5.00	\$9,690.00
4	BENDS D.C.I. 8" 45° M.J.	EACH	14	\$250.00	\$3,500.00	\$250.00	\$3,500.00	\$200.00	\$2,800.00	\$190.00	\$2,660.00	\$328.00	\$4,592.00	\$240.00	\$3,360.00
5	BIT. LEVELING MIX 3C @ 165#/S.Y.	TON	160	\$40.00	\$6,400.00	\$45.62	\$7,299.20	\$44.34	\$7,094.40	\$45.62	\$7,299.20	\$54.00	\$8,640.00	\$43.85	\$7,016.00
6	BIT. TOP MIX 4C @ 165#/S.Y.	TON	183	\$80.00	\$10,980.00	\$46.32	\$8,476.56	\$45.34	\$8,297.22	\$46.32	\$8,476.56	\$51.00	\$9,333.00	\$43.85	\$8,024.55
7	CATCHBASIN CASTING EJIW #7045 OR EQUAL	EACH	1	\$450.00	\$450.00	\$1,000.00	\$1,000.00	\$500.00	\$500.00	\$455.00	\$455.00	\$683.00	\$683.00	\$400.00	\$400.00
8	CATCHBASIN FLAT TOP	EACH	1	\$1,300.00	\$1,300.00	\$125.00	\$125.00	\$1,250.00	\$1,250.00	\$1,445.00	\$1,445.00	\$477.00	\$477.00	\$1,200.00	\$1,200.00
9	CONC. CURB & GUTTER F-4 MOD.	LIN. FT.	1226	\$9.00	\$11,034.00	\$12.50	\$15,325.00	\$16.00	\$19,616.00	\$7.60	\$9,317.60	\$8.70	\$10,666.20	\$10.35	\$12,689.10
10	CONC. DRIVE APPROACH 6" STD.	SQ.YD.	388	\$28.00	\$10,864.00	\$26.00	\$10,088.00	\$28.00	\$10,864.00	\$20.25	\$7,857.00	\$21.50	\$8,342.00	\$24.75	\$9,603.00
11	CONC. SIDEWALK 4"	SQ.FT.	1155	\$2.50	\$2,887.50	\$2.25	\$2,598.75	\$2.40	\$2,772.00	\$2.25	\$2,598.75	\$2.40	\$2,772.00	\$2.75	\$3,176.25
12	CONC. SIDEWALK 6"	SQ.FT.	25	\$4.00	\$100.00	\$3.10	\$77.50	\$4.50	\$112.50	\$2.50	\$62.50	\$12.00	\$300.00	\$3.00	\$75.00
13	CORP. STOP 1" MUELLER #15000 OR EQUAL	EACH	7	\$225.00	\$1,575.00	\$215.00	\$1,505.00	\$150.00	\$1,050.00	\$280.00	\$1,960.00	\$133.00	\$931.00	\$400.00	\$2,800.00
14	CURB STOP 1" W/ BOX MUELLER #15150 OR EQUAL	EACH	7	\$250.00	\$1,750.00	\$245.00	\$1,715.00	\$100.00	\$700.00	\$335.00	\$2,345.00	\$200.00	\$1,400.00	\$400.00	\$2,800.00
15	HYDRANT STD.	EACH	2	\$1,400.00	\$2,800.00	\$1,800.00	\$3,600.00	\$1,250.00	\$2,500.00	\$1,240.00	\$2,480.00	\$1,650.00	\$3,300.00	\$1,200.00	\$2,400.00
16	MACHINE GRADING MOD.	STA.	6	\$400.00	\$2,400.00	\$520.00	\$3,120.00	\$800.00	\$4,800.00	\$1,445.00	\$8,670.00	\$833.00	\$4,998.00	\$400.00	\$2,400.00
17	PAVEMENT MARKING WATERBORNE 4" YELLOW	LIN. FT.	108	\$3.00	\$324.00	\$2.40	\$259.20	\$4.00	\$432.00	\$2.40	\$259.20	\$3.00	\$324.00	\$2.40	\$259.20
18	REDUCERS 8" TO 6" D.C.I. M.J.	EACH	4	\$200.00	\$800.00	\$225.00	\$900.00	\$150.00	\$600.00	\$160.00	\$640.00	\$228.00	\$912.00	\$210.00	\$840.00
19	REMOVING CONC. DRIVE APPROACH	SQ.YD.	350.5	\$6.00	\$2,103.00	\$4.00	\$1,402.00	\$8.00	\$2,804.00	\$5.20	\$1,822.60	\$0.50	\$175.25	\$5.00	\$1,752.50
20	REMOVING CONC. SIDEWALK	SQ.FT.	1120	\$1.00	\$1,120.00	\$1.50	\$1,680.00	\$1.00	\$1,120.00	\$0.65	\$728.00	\$0.70	\$784.00	\$1.00	\$1,120.00
21	REMOVING MANHOLE	EACH	3	\$400.00	\$1,200.00	\$ 225.00	\$675.00	\$250.00	\$750.00	\$ 310.00	\$930.00	\$412.00	\$1,236.00	\$300.00	\$900.00
22	REMOVING PAVEMENT	SQ.YD.	1938	\$5.00	\$9,690.00	\$ 5.25	\$10,174.50	\$6.50	\$12,597.00	\$ 5.20	\$10,077.60	\$2.70	\$5,232.60	\$5.00	\$9,690.00
23	SANITARY SEWER 6" SDR 35	LIN. FT.	96	\$25.00	\$2,400.00	\$ 26.00	\$2,496.00	\$22.00	\$2,112.00	\$ 23.00	\$2,208.00	\$26.20	\$2,515.20	\$30.00	\$2,880.00
24	SANITARY SEWER REPAIR 10" SDR 35	LIN. FT.	50	\$75.00	\$3,750.00	\$ 55.00	\$2,750.00	\$35.00	\$1,750.00	\$ 40.00	\$2,000.00	\$86.00	\$4,300.00	\$45.00	\$2,250.00
25	SANITARY WYE 10" X 6" SDR 35	EACH	3	\$250.00	\$750.00	\$ 300.00	\$900.00	\$200.00	\$600.00	\$ 300.00	\$900.00	\$227.00	\$681.00	\$250.00	\$750.00
26	SLEEVES LONG 6" D.C.I. M.J.	EACH	2	\$400.00	\$800.00	\$ 575.00	\$1,150.00	\$300.00	\$600.00	\$ 330.00	\$660.00	\$950.00	\$1,900.00	\$1,200.00	\$2,400.00
27	SLEEVES LONG 8" D.C.I. M.J.	EACH	6	\$450.00	\$2,700.00	\$ 650.00	\$3,900.00	\$400.00	\$2,400.00	\$ 350.00	\$2,100.00	\$1,253.00	\$7,518.00	\$1,200.00	\$7,200.00
28	STORM SEWER 10" SDR 35	LIN. FT.	15	\$25.00	\$375.00	\$ 24.00	\$360.00	\$15.00	\$225.00	\$ 25.00	\$375.00	\$22.00	\$330.00	\$45.00	\$675.00
29	TAPPING SLEEVE & VALVE 16"X8" W/BOX	EACH	1	\$4,000.00	\$4,000.00	\$ 2,750.00	\$2,750.00	\$2,000.00	\$2,000.00	\$ 2,000.00	\$2,000.00	\$1,857.00	\$1,857.00	\$2,000.00	\$2,000.00
30	TAPPING SLEEVE & VALVE 6"X 6" W/BOX	EACH	2	\$2,250.00	\$4,500.00	\$ 1,750.00	\$3,500.00	\$1,000.00	\$2,000.00	\$ 1,240.00	\$2,480.00	\$704.00	\$1,408.00	\$1,300.00	\$2,600.00
31	TEE D.C.I. 8" x 8" x 6" M.J.	EACH	2	\$300.00	\$600.00	\$ 300.00	\$600.00	\$350.00	\$700.00	\$ 260.00	\$520.00	\$308.00	\$616.00	\$330.00	\$660.00
32	TEE D.C.I. 8" x 8" x 8" M.J.	EACH	1	\$350.00	\$350.00	\$ 300.00	\$300.00	\$450.00	\$450.00	\$ 290.00	\$290.00	\$329.00	\$329.00	\$500.00	\$500.00
33	TERRACE GRADING	LIN. FT.	580	\$10.00	\$5,800.00	\$ 3.50	\$2,030.00	\$6.00	\$3,480.00	\$ 7.45	\$4,321.00	\$10.00	\$5,800.00	\$10.00	\$5,800.00
34	TRAFFIC CONTROL	LUMP	1	\$7,500.00	\$7,500.00	\$ 5,400.00	\$5,400.00	\$2,000.00	\$2,000.00	\$11,187.63	\$11,187.63	\$1,070.00	\$1,070.00	\$5,000.00	\$5,000.00
35	TRENCH REPAIR MAJOR STREET TYPE III	LIN. FT.	33	\$50.00	\$1,650.00	\$ 25.00	\$825.00	\$40.00	\$1,320.00	\$ 47.00	\$1,551.00	\$22.00	\$726.00	\$80.00	\$2,640.00
36	VALVE 6" GATE M.J. W/BOX	EACH	2	\$650.00	\$1,300.00	\$ 550.00	\$1,100.00	\$500.00	\$1,000.00	\$ 580.00	\$1,160.00	\$575.00	\$1,150.00	\$650.00	\$1,300.00
37	VALVE 8" GATE M.J. W/BOX	EACH	3	\$800.00	\$2,400.00	\$ 650.00	\$1,950.00	\$600.00	\$1,800.00	\$ 690.00	\$2,070.00	\$718.00	\$2,154.00	\$850.00	\$2,550.00
38	WATER SERVICE 1" TYPE "K" COPPER	LIN. FT.	212	\$20.00	\$4,240.00	\$ 21.00	\$4,452.00	\$12.00	\$2,544.00	\$ 13.00	\$2,756.00	\$12.00	\$2,544.00	\$5.00	\$1,060.00
39	WATERMAIN 6" D.C.I. CL. 52	LIN. FT.	52	\$25.00	\$1,300.00	\$ 27.00	\$1,404.00	\$22.00	\$1,144.00	\$ 24.00	\$1,248.00	\$40.00	\$2,080.00	\$40.00	\$2,080.00
40	WATERMAIN 8" D.C.I. CL. 52	LIN. FT.	717	\$30.00	\$21,510.00	\$ 26.00	\$18,642.00	\$28.00	\$20,076.00	\$ 30.00	\$21,510.00	\$29.00	\$20,793.00	\$27.20	\$19,502.40
STRONG TOTAL					\$148,392.50		\$140,682.71		\$141,626.12		\$142,748.74		\$135,874.65		\$143,693.00
GRAND TOTAL					\$303,475.00		\$286,687.42		\$303,874.56		\$291,524.19		\$298,605.25		\$297,843.30