

CITY OF MUSKEGON

CITY COMMISSION MEETING

JANUARY 25 2000

CITY COMMISSION CHAMBERS @ 5:30 P.M.

AGENDA

- ❑ CALL TO ORDER:
- ❑ PRAYER:
- ❑ PLEDGE OF ALLEGIANCE:
- ❑ ROLL CALL:
- ❑ HONORS AND AWARDS:
- ❑ PRESENTATIONS:
- ❑ CONSENT AGENDA:
 - a. Campbell Field Agreement. LEISURE SERVICES
 - b. Aquatic Weed Control Bids. LEISURE SERVICES
 - c. Lakeshore Trail Phase II Architects. LEISURE SERVICES
 - d. Approval of Minutes. CITY CLERK
 - e. Liquor License Transfer Request 860 W. Sherman. CITY CLERK
 - f. Fireworks Display Permit – L.C. Walker Arena. CITY CLERK
 - g. Sale of Urban Renewable Property on Albert Ave. for Infill Housing Program. PLANNING & ECONOMIC DEVELOPMENT
 - h. Muskegon Rescue Mission Lease Agreement. PLANNING & ECONOMIC DEVELOPMENT
 - i. Budgeted Vehicle Replacements. PUBLIC WORKS
 - j. Plow Truck Chassis. PUBLIC WORKS
 - k. 2000 Police Cruiser Purchase. PUBLIC WORKS
 - l. Alley Vacations in the Samburt Park Addition Subdivision. PLANNING & ECONOMIC DEVELOPMENT
 - m. Rezoning Request for Property Located on Holbrook. PLANNING & ECONOMIC DEVELOPMENT
 - n. Purchase of Property from Cole's for the Muskegon Lakeshore Trail. PLANNING & ECONOMIC DEVELOPMENT
 - o. Police and Fire Pension Ordinance Amendment. CITY MANAGER

p. Amoco Property. CITY ATTORNEY

q. Concurrence with the Housing Board of Appeals Finding and Order for the Following: INSPECTION SERVICES DEPARTMENT

1. 388 Catawba

2. 449 McLaughlin

❑ **PUBLIC HEARINGS:**

a. Request for Transfer of Industrial Facilities Exemption Certificate No. 98-624, Source One Signs. PLANNING & ECONOMIC DEVELOPMENT

❑ **COMMUNICATIONS:**

❑ **CITY MANAGER'S REPORT:**

❑ **UNFINISHED BUSINESS:**

❑ **NEW BUSINESS:**

a. Concurrence with Housing Board of Appeals Finding and Order for the Following: INSPECTION SERVICES DEPARTMENT

1. 451 White

b. Liquor License Transfer Request, 157 N.

c. Alley Vacations in block 346 (between 7th and 8th Streets.

d. Request for Planned Unit Development for 2964 Lakeshore Drive. (west of Cottage Grove Street). PLANNING & ECONOMIC DEVELOPMENT

❑ **ANY OTHER BUSINESS:**

❑ **PUBLIC PARTICIPATION:**

❑ **CLOSED SESSION:**

➤ *Reminder: Individuals who would like to address the City Commission shall do the following:*

➤ Be recognized by the Chair.

➤ Step forward to the microphone.

➤ State name and address.

➤ Limit of 3 minutes to address the Commission.

➤ (Speaker representing a group may be allowed 10 minutes if previously registered with City Clerk.)

❑ **ADJOURNMENT:**

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

Date: January 11, 2000
To: Honorable Mayor and City Commissioners
From: Ric Scott 
RE: Campbell Field Agreement

SUMMARY OF REQUEST:

To authorize the mayor and clerk to sign the attached agreement with the DNR accepting the Clean Michigan Initiative (CMI) grant to renovate Campbell Field

FINANCIAL IMPACT:

\$400,000 project - \$105,000 in local match

BUDGET ACTION REQUIRED:

None, included in 2000 budget

STAFF RECOMMENDATION:

Approve

COMMITTEE RECOMMENDATION:

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

Assessor
231/724-6708
FAX/726-5181

Cemetery
231/724-6783
FAX/726-5617

Civil Service
231/724-6716
FAX/724-4055

Clerk
231/724-6705
FAX/724-4178

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

Engineering
231/724-6707
FAX/727-6904

Finance
231/724-6713
FAX/724-6768

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

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

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

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

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

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

Neigh. & Const.
Services
231/724-6715
FAX/726-2501

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

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

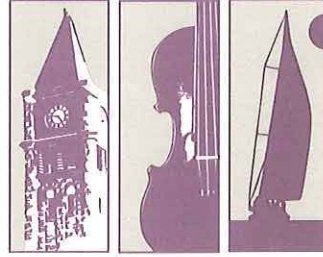
Public Works
231/724-4100
FAX/722-4188

Treasurer
231/724-6720
FAX/724-6768

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

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

MUSKEGON



West Michigan's Shoreline City

Date: January 11, 2000

To: Honorable Mayor and City Commissioners

From: Ric Scott 

Re: Campbell Field Agreement

Attached is a project agreement with the DNR for the Campbell Field Renovation Project. I would ask that you authorize the Mayor and Clerk sign the agreement.

The Campbell Field Renovation Project is funded through the Clean Michigan Initiative (CMI). This \$400,000 project requires a \$105,000 local match, which has been included in the 2000 budget. The project involves relocating the ball diamonds, adding parking, irrigation, and other park amenities including as a restroom and shelter.

Staff is currently working with the Campbell Field Neighborhood Association and the West Little League to choose an architect. We hope to have that recommendation to you the first meeting in February. We hope construction can begin in July.

Thank you for your consideration.

CITY OF MUSKEGON

Resolution

Upon motion made by Aslakson seconded by Spataro, the following resolution was adopted.

"BE IT RESOLVED, that the City of Muskegon, Muskegon, Michigan, does hereby accept the term of the Agreement as received from the Michigan Department of Natural Resources, and that the City of Muskegon does hereby specifically agree, but not by way of limitation, as follows:

1. To appropriate the sum of \$105,000.00 dollars to match the grant authorized by the DEPARTMENT and to appropriate such additional funds as shall be necessary to complete the project.
2. To maintain satisfactory financial accounts, documents, and records to make them available to the DEPARTMENT for auditing at reasonable times.
3. To construct the project and provide such funds, services and materials as may be necessary to satisfy the term of said Agreement.
4. To regulate the use of the facility constructed and reserved under this Agreement to assure the use thereof by the public on equal and reasonable terms.
5. To comply with any and all terms of said Agreement including all terms not specifically set forth in the foregoing portions of this Resolution."

VOTE: 7 Ayes
0 Nays
0 Absent


Gail A. Kunderinger, CMC/AAE
City Clerk

STATE OF MICHIGAN)
)ss
COUNTY OF MUSKEGON)

I, Gail A. Kunderinger, Clerk of the City of Muskegon, Michigan, do hereby certify that the above is a true and correct copy of the Resolution relative to the Agreement with the Michigan Department of Natural Resources, which Resolution was adopted by the Muskegon City Commission, at a meeting held on January 25, 2000.


Gail A. Kunderinger, CMC/AAE
Muskegon City Clerk

DATE: 2-5-00



State of Michigan Department of Natural Resources, Financial Services Division, Grants Management Section

**CLEAN MICHIGAN INITIATIVE
RECREATION BOND PROGRAM
DEVELOPMENT PROJECT AGREEMENT**

Project Number: CM 99-013

Project Title: Campbell Field Redevelopment

This Agreement is between the Michigan Department of Natural Resources for and on behalf of the State of Michigan ("DEPARTMENT") and the **CITY OF MUSKEGON IN THE COUNTY OF MUSKEGON** ("GRANTEE"). The DEPARTMENT has authority to issue grants to local units of government for the development of indoor and outdoor recreation facilities under Part 716 of the Natural Resources and Environmental Protection Act, Act 451 of 1994, as amended. The GRANTEE has been approved by the DEPARTMENT Director to receive a grant under the Clean Michigan Initiative (CMI) – Recreation Bond Program. In PA 162 of 1999, the Legislature appropriated CMI – Recreation Bond Funds to the DEPARTMENT for local recreation grants. As a precondition to the effectiveness of the Agreement, the GRANTEE is required to sign the Agreement and return it to the DEPARTMENT with the necessary attachments within 90 days of the date the Agreement is issued by the DEPARTMENT.

1. The legal description of the project area (APPENDIX A); boundary map of the project area (APPENDIX B) and Recreation Grant application bearing the number CM 99-013 (APPENDIX C) are by this reference made part of this Agreement. The Agreement together with the referenced appendices constitute the entire Agreement between the parties and may be modified only in writing and executed in the same manner as the Agreement is executed.
2. The time period allowed for project completion is **February 1, 2000 to February 28, 2002**, hereinafter referred to as the "project period." Requests by the GRANTEE to extend the project period shall be made in writing before expiration of the project period. Extensions to the project period are at the sole discretion of the DEPARTMENT. The project period may be extended only upon amendment to this Agreement.
3. This Agreement shall be administered on behalf of the DEPARTMENT through its Financial Services Division.

- a. All reports, documents, or actions required of the GRANTEE shall be submitted to the Michigan Department of Natural Resources, Financial Services Division, Grants Management Section, P.O. Box 30425, Lansing, Michigan 48909-7925.
- b. The GRANTEE'S representative for this project is:

Name: Ric Scott Title: Leisure Services Director
Mailing Address: 933 Terrace, Muskegon, MI 49440
Phone Number: (231)724-6704 Fax Number: (231)724-1196

- c. All notices, reports, requests or other communications from the DEPARTMENT to the GRANTEE shall be sufficiently given when mailed and addressed as indicated above. The DEPARTMENT and the GRANTEE may by written notice designate a different address to which subsequent notices, reports, requests, or other communications shall be sent.
4. The words "project area" shall mean the land and area described in the attached legal description (APPENDIX A) and shown on the attached boundary map (APPENDIX B).
5. The words "project facilities" shall mean the following individual components, as further described in APPENDIX C:

Parking
Irrigation
Restroom/Shelter
Park Amenities

Ballfield Realignment
Fencing
Landscaping

6. The DEPARTMENT agrees as follows:

- a. To grant to the GRANTEE a sum of money equal to **Seventy-Four (74%) percent of Four Hundred Thousand (\$400,000.00) dollars**, which is the total eligible cost of construction of the project facilities including engineering costs, but in any event not to exceed **Two Hundred Ninety-Five Thousand (\$295,000.00) dollars**.
- b. To grant these funds in the form of reimbursements to the GRANTEE for eligible costs and expenses incurred as follows:
- i. Payments will be made on a reimbursement basis at **Seventy-Four (74%) percent** of the eligible expenses incurred by the GRANTEE up to 90% of the maximum reimbursement allowable under the grant.

- ii. Reimbursement will be made only upon DEPARTMENT review and approval of a complete reimbursement request submitted by the GRANTEE on a form provided by the DEPARTMENT which includes an expenditure list supported by documentation as required by the DEPARTMENT, including but not limited to copies of invoices, cancelled checks, and/or list of force account time and attendance records.
- iii. All grants are subject to audit, at the discretion of the DEPARTMENT. The DEPARTMENT may begin auditing the project's financial records upon approval of the final reimbursement request by DEPARTMENT engineering staff. The DEPARTMENT may issue an audit report with no deductions or may find some costs ineligible for reimbursement.
- iv. Final payment will be released pending satisfactory project completion as determined by the DEPARTMENT, including, at the discretion of the DEPARTMENT, completion of a satisfactory audit.

7. The GRANTEE agrees as follows:

- a. To immediately appropriate the sum of **One Hundred Five Thousand (\$105,000.00) dollars**. This sum represents **Twenty-Six (26%) percent** of the total eligible cost of construction including engineering costs. Any cost overruns incurred to complete the project facilities called for by this Agreement shall be the sole responsibility of the GRANTEE.
- b. With the exception of engineering costs as provided for in Section 8, to incur no costs toward completion of the project facilities prior to execution of this Agreement and prior to written DEPARTMENT approval of plans, specifications and bid documents.
- c. To complete construction of the project facilities to the satisfaction of the DEPARTMENT and to comply with the development project procedures set forth by the DEPARTMENT in completion of the project, including but not limited to the following:
 - i. Retain the services of a professional architect, landscape architect, or engineer, registered in the State of Michigan to serve as the GRANTEE'S Prime Professional. The Prime Professional shall prepare the plans, specifications and bid documents for the project and oversee project construction.
 - ii. Within 180 days of execution of this Agreement and prior to initiating the project, provide the DEPARTMENT with plans, specifications, and bid documents for the project facilities, sealed by the GRANTEE'S Prime Professional.

- iii. Openly advertise and seek written bids for contracts for purchases and services with a value equal to or greater than \$10,000 and accept the lowest qualified bid as determined by the GRANTEE'S Prime Professional.
 - iv. Solicit three (3) written quotes for contracts for purchases and services between \$1,000 and \$10,000.
 - v. Maintain detailed written records of the contracting processes used and to submit these records to the DEPARTMENT upon request.
 - vi. Complete construction to all applicable local, state and federal codes, including the federal Americans with Disabilities Act (ADA) of 1990, as amended; the Persons with Disabilities Civil Rights Act, Act 220 of 1976, as amended; the Playground Equipment Safety Act, P.A. 16 of 1997; and the Utilization of Public Facilities by Physically Limited Act, P.A. 1 of 1966, as amended.
 - vii. Correct any deficiencies discovered at the final inspection within 90 days of written notification by the DEPARTMENT. These corrections shall be made at the GRANTEE'S expense and are eligible for reimbursement at the discretion of the DEPARTMENT and only to the degree that the GRANTEE'S prior expenditures made toward completion of the project are less than the grant amount allowed under this Agreement.
- d. To operate project facilities, for a minimum of their useful life as determined by the DEPARTMENT and to regulate the use thereof to the satisfaction of the DEPARTMENT, and to appropriate such monies and/or provide such services as shall be necessary to provide such adequate maintenance.
 - e. To provide to the DEPARTMENT for approval, a complete tariff schedule containing all charges to be assessed against the public utilizing the project area and/or any of the facilities constructed thereon, and to provide to the DEPARTMENT for approval, all amendments thereto before the effective date of such amendments.
 - f. To adopt such ordinances and/or resolutions as shall be required to effectuate the provisions of this Agreement; certified copies of all such ordinances and/or resolutions adopted for such purposes shall be forwarded to the DEPARTMENT before their effective date.
 - g. To separately account for any revenues received from the project area which exceed the demonstrated operating costs and to reserve such surplus revenues for the future maintenance and/or expansion of the GRANTEE'S park and recreation program.

- h. To furnish the DEPARTMENT, upon request, detailed statements covering the annual operation of the project area and/or project facilities, including income and expenses and such other information the DEPARTMENT might reasonably require.
 - i. To maintain the premises in such condition as to comply with all federal, state, and local laws which may be applicable and to make any and all payments required for all taxes, fees, or assessments legally imposed against the project area.
 - j. To erect and maintain a sign approved by the DEPARTMENT on or on conjunction with the park entry sign of the property which designates this project as one having been constructed with assistance from the Clean Michigan Initiative Bond. The size, color, and design of this sign shall be in accordance with DEPARTMENT specifications.
- 8. Only eligible costs and expenses incurred toward completion of the project facilities during the project period shall be considered for reimbursement under the terms of this Agreement. Eligible engineering costs incurred toward completion of the project facilities in the six months preceding the project period are also eligible for reimbursement. Any costs and expenses incurred after the project period shall be totally the responsibility of the GRANTEE.
- 9. To be eligible for reimbursement, the GRANTEE shall comply with the reporting requirements of the DEPARTMENT during the period covered by this Agreement. At a minimum, the GRANTEE shall:
 - a. Submit a written progress report every 180 days during the project period.
 - b. Submit complete requests for reimbursement when the GRANTEE is eligible to request at least 25 percent of the grant amount.
 - c. Submit a complete final reimbursement request within 90 days of the project completion and no later than **May 31, 2002**. If the GRANTEE fails to submit a complete final request for reimbursement by **May 31, 2002** the DEPARTMENT may make final payment based on documentation on file as of that date or may terminate this Agreement and require full repayment of grant funds by the GRANTEE.
 - d. The GRANTEE is eligible for reimbursement only upon completion of any drinking water systems and/or restroom facilities, including associated facilities needed for barrier-free access to the restroom facilities, that are included in the project facilities as defined in Section 5. Failure of the GRANTEE to complete during the project period any drinking water systems and/or restroom facilities that are included in the project facilities constitutes a breach of this Agreement.

10. During the project period, the GRANTEE shall obtain prior written authorization from the DEPARTMENT before adding, deleting or making a significant change to any of the project facilities as proposed. Approval of changes are solely at the discretion of the DEPARTMENT. Furthermore, following project completion, the GRANTEE shall obtain prior written authorization from the DEPARTMENT prior to implementing a change that significantly alters the project facilities as constructed and/or the project area, including but not limited to discontinuing use of a project facility or making a significant change in the recreational use of the project area.
11. All project facilities constructed or purchased by the GRANTEE under this Agreement shall be placed and used at the project area and solely for the purposes specified in APPENDIX C and this Agreement.
12. The project area and all facilities provided thereon and the land and water access ways to the project facilities shall be open to the public at all times on equal and reasonable terms. No individual shall be denied ingress or egress thereto or the use thereof on the basis of sex, race, color, religion, national origin, residence, age, or disability.
13. Unless an exemption has been authorized by the DEPARTMENT pursuant to this Section, the GRANTEE hereby represents that it possesses fee simple title, free of all liens and encumbrances, to the project area. The fee simple title shall not be subject to: (a) any possibility of reverter or right of entry for condition broken or any other executory limitation which may result in defeasance of title or (b) to any reservations or prior conveyance of coal, oil, gas, sand, gravel or other mineral interests. For any portion of the project area that the GRANTEE does not possess in fee simple title, the GRANTEE hereby represents that it has:
 - a. Received a written exemption from the DEPARTMENT prior to the execution of this Agreement, and
 - b. Received prior written approval from the DEPARTMENT of a lease and/or easement for the property not held in fee simple title as indicated in written correspondence from the DEPARTMENT dated N/A, and
LGH
 - c. Supplied the DEPARTMENT with an executed copy of the approved lease or easement, and
 - d. Confirmed through appropriate legal review that the terms of the lease or easement are consistent with GRANTEE'S obligations under this Agreement and will not hinder the GRANTEE'S ability to comply with all requirements of this Agreement. In no case shall the lease or easement tenure be less than 15 years from the date of execution of this Agreement.

14. The GRANTEE shall not allow any encumbrance, lien, security interest, mortgage or any evidence of indebtedness to attach to or be perfected against the project area or project facilities included in this Agreement.
15. None of the project area nor any of the project facilities constructed under this Agreement shall be wholly or partially conveyed during the life of said project, either in fee or otherwise or leased for a term of years or for any other period, nor shall there be any whole or partial transfer of the lease title, ownership, or right of maintenance or control by the GRANTEE except with the written approval and consent of the DEPARTMENT.
16. The assistance provided to the GRANTEE as a result of this Agreement is intended to have a lasting effect on the supply of recreation and recreation facilities beyond the financial contribution alone and permanently commits the project area to Michigan's recreation estate, therefore:
 - a. The GRANTEE agrees that the project area or any portion thereof will not be converted to other than public recreation use without prior written approval by the DEPARTMENT and implementation of mitigation approved by the DEPARTMENT, including but not limited to replacement with land of similar recreational and monetary value.
 - b. Approval of a conversion and the required mitigation requirements shall be at the sole discretion of the DEPARTMENT.
 - c. The DEPARTMENT may waive mitigation requirements for a conversion based on the age of the project facilities and the DEPARTMENT'S determination that the conversion will have minimal negative impact on the project area and project facilities. Approval of a waiver shall be at the sole discretion of the DEPARTMENT.
 - d. Before completion of the project, the GRANTEE and the DEPARTMENT may mutually agree to alter the project area through an amendment to this Agreement to provide the most satisfactory public recreation area.
17. Should title to the project area or any portion thereof be acquired from the GRANTEE by any other entity through exercise of the power of eminent domain, the GRANTEE agrees that the proceeds awarded to the GRANTEE shall be used to replace the lands and project facilities affected with recreation lands and project facilities of equal or greater fair market value, and of reasonably equivalent usefulness and locality. The DEPARTMENT shall approve such replacement only upon such conditions as it deems necessary to assure the substitution of GRANTEE of other recreation properties and project facilities of at least equal fair market value and of reasonably equivalent usefulness and location. Such replacement shall be subject to all the provisions of this Agreement.

18. The GRANTEE acknowledges that:

- a. The GRANTEE has examined the project area and that it has found the property to be safe for public use or that action will be taken by the GRANTEE before beginning the project to assure safe use of the property by the public, and
- b. The GRANTEE is solely responsible for development, operation, and maintenance of the project area and project facilities, and that responsibility for actions taken to develop, operate, or maintain the property is solely that of the GRANTEE, and
- c. The DEPARTMENT'S involvement in the premises is limited solely to the making of a grant to assist the GRANTEE in developing same.

19. The GRANTEE assures the DEPARTMENT that the proposed State-assisted action will not have a negative effect on the environment and, therefore, an Environmental Impact Statement is not required. Furthermore, the GRANTEE assures the DEPARTMENT that the project area to be assisted is not a facility as defined in Part 201 of the Natural Resources and Environmental Protection Act, Public Act 451 of 1994, as amended, or has provided the DEPARTMENT with documentation that Department of Environmental Quality-approved remedial actions have been implemented to make the site safe for its intended use.

20. The GRANTEE hereby acknowledges that this Agreement does not require the State of Michigan to issue any permit required by law to construct the recreational project that is the subject of this Agreement. Such permits include, but are not limited to, permits to fill or otherwise occupy a floodplain, and permits required under the Wetland Protection Act and the Inland Lakes and Streams Act. It is the sole responsibility of the GRANTEE to determine what permits are required for the project, secure the needed permits and remain in compliance with such permits.

21. The GRANTEE shall acquire and maintain, or cause to be acquired or maintained, insurance which will protect the GRANTEE from claims which may arise out of or result from the GRANTEE'S operations under this Agreement, whether performed by the GRANTEE, a subcontractor or anyone directly or indirectly employed by the GRANTEE, or anyone for whose acts any of them may be liable. Such insurance shall be companies authorized to do business in the State of Michigan in such amounts and against such risks as are ordinarily carried by similar entities, including but not limited to public liability insurance, worker's compensation insurance or a program of self-insurance complying with the requirements of Michigan law. The GRANTEE shall provide evidence of such insurance to the DEPARTMENT at its request.

22. Nothing in this Agreement shall be construed to impose any obligation upon the DEPARTMENT to operate, maintain or provide funding for the operation and/or maintenance of any recreational facilities on the project area.

23. The GRANTEE hereby represents that it will defend any suit brought against either party which involves title, ownership, or specific rights, including appurtenant riparian rights, of any lands connected with or affected by this project.
24. The GRANTEE is solely responsible for all claims, demands, or judgments and expenses, including attorney fees, from any and all loss, damage, or injury to person or property, or death arising under or in any manner related to the Agreement, the activities authorized by the Agreement, or the use and occupancy of the premises, project area or project facilities.
25. Failure by the GRANTEE to comply any of the provisions of this Agreement shall constitute a material breach of this Agreement.
26. Upon breach of the Agreement by the GRANTEE the DEPARTMENT, in addition to any other remedy provided by law, may:
 - a. Terminate this Agreement; and/or
 - b. Withhold and/or cancel future payments to the GRANTEE on any or all current recreation grant projects until the violation is resolved to the satisfaction of the DEPARTMENT; and/or
 - c. Withhold action on all pending and future grant applications submitted by the GRANTEE under the Clean Michigan Initiative – Recreation Bond and the Michigan Natural Resources Trust Fund; and/or
 - d. Require the GRANTEE to pay penalties or perform other acts of mitigation or compensation as directed by the DEPARTMENT; and/or
 - e. Require repayment of grant funds paid to GRANTEE; and/or
 - f. Require specific performance of the Agreement.
27. The GRANTEE shall return all grant money if the project area or project facilities are not constructed, operated or used according to this Agreement.
28. The GRANTEE agrees not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, marital status, or disability that is unrelated to the person's ability to perform the duties of a particular job or position. The GRANTEE further agrees to comply with the civil rights requirements set forth by the DEPARTMENT and that any subcontract shall contain a non-discrimination provisions which is not less stringent than this provision and binding upon any and all subcontractors. A breach of this covenant shall be regarded as a material breach of this Agreement.

29. The DEPARTMENT shall terminate and recover grant funds paid if the GRANTEE or any subcontractor, manufacturer, or supplier of the GRANTEE appears in the register compiled by the Michigan Department of Labor pursuant to Public Act No. 278 of 1980.
30. The GRANTEE hereby agrees to bury all new telephone and electrical wiring within the project area.
31. The GRANTEE may not assign or transfer any interest in this Agreement without prior written authorization of the DEPARTMENT.
32. The GRANTEE shall fully comply with Parts 196 and 716 of P.A. 451 of 1994, as amended.
33. The rights of the DEPARTMENT under this Agreement shall continue in perpetuity.
34. The Agreement may be executed separately by the parties. This Agreement is not effective until:
 - a. The GRANTEE has signed it and returned it together with the necessary attachments within 90 days of the date the Agreement is issued by the DEPARTMENT, and
 - b. the DEPARTMENT has signed it.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals, the day and date first above written.

Approved by resolution (true copy attached) of the January 25, 2000,
date
Regular meeting of the City Commission.
(special or regular) (name of approving body)

GRANTEE

SIGNED:

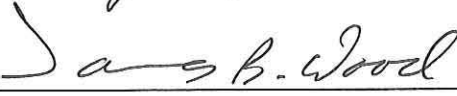
WITNESSED BY:

By: <u></u>	<u></u>
Title: <u>Fred J. Nielsen</u> <u>Mayor</u>	<u>Shauna Hull</u> <u>Linda Potter</u>
Date: <u>February 8, 2000</u>	

MICHIGAN DEPARTMENT OF NATURAL RESOURCES

SIGNED:

WITNESSED BY:

By: <u></u>	<u></u>
Title: <u>Manager, Grants Management Section</u> <u>Financial Services Division</u>	<u></u>
Date: <u>2/14/00</u>	

CITY OF MUSKEGON

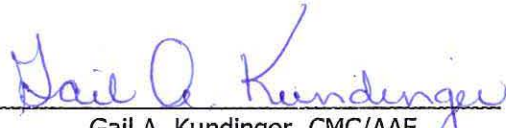
Resolution

Upon motion made by Aslakson seconded by Spataro, the following resolution was adopted.

"BE IT RESOLVED, that the City of Muskegon, Muskegon, Michigan, does hereby accept the term of the Agreement as received from the Michigan Department of Natural Resources, and that the City of Muskegon does hereby specifically agree, but not by way of limitation, as follows:

1. To appropriate the sum of \$105,000.00 dollars to match the grant authorized by the DEPARTMENT and to appropriate such additional funds as shall be necessary to complete the project.
2. To maintain satisfactory financial accounts, documents, and records to make them available to the DEPARTMENT for auditing at reasonable times.
3. To construct the project and provide such funds, services and materials as may be necessary to satisfy the term of said Agreement.
4. To regulate the use of the facility constructed and reserved under this Agreement to assure the use thereof by the public on equal and reasonable terms.
5. To comply with any and all terms of said Agreement including all terms not specifically set forth in the foregoing portions of this Resolution."

VOTE: 7 Ayes
0 Nays
0 Absent


Gail A. Kunderinger, CMC/AAE
City Clerk

STATE OF MICHIGAN)
)ss
COUNTY OF MUSKEGON)

I, Gail A. Kunderinger, Clerk of the City of Muskegon, Michigan, do hereby certify that the above is a true and correct copy of the Resolution relative to the Agreement with the Michigan Department of Natural Resources, which Resolution was adopted by the Muskegon City Commission, at a meeting held on January 25, 2000.


Gail A. Kunderinger, CMC/AAE
Muskegon City Clerk

DATE: 2-5-00

APPENDIX A
LEGAL DESCRIPTION OF THE PROJECT AREA

REALTOR'S SUMMARY SHEET

Parcel: 61-24-036-200-0005-00

Owner's Name: CITY OF MUSKEGON

Property Address: BARCLAY ST

Map Number: 24-30-36-200-003

Property Class: 707 School District: 61010 City of Muskegon

Prev. Class : 707 Neighborhood: 700..700.EXEMPT

Public Impr.: Paved Road, Storm Sewer, Sidewalk, Water, Sewer, Electric, Gas, Curb

Topography: Level, Landscaped

Legal Description:

NE 1/4 OF SW 1/4 OF NE 1/4 SEC 36 T10N
R17W

Mailing Address:

SE COR BARCLAY & YOUNG

----- Physical Property Characteristics -----		
2000 S.E.V.:	Taxable:	Land Value:
1999 S.E.V.:	Taxable:	Acreage: 0.00
Zoning: OSR		Frontage: 0.0
Homestead: 0.000%	Land Impr. Value:	Average Depth: 0.0

673 & 661

APPENDIX B
BOUNDARY MAP OF THE PROJECT AREA

024

022

B A R C L A Y

673'

FIELD

CAMP BELL

Richard Scott
2-15-00

61.199

YOUNG

661.13'

012

014

673

003

004	005	006	007	008	009	010	011
482-481	483	482	481	480	479	478	477

14	134'
----	------

14	012	15	132'
----	-----	----	------

14	042	122	121
----	-----	-----	-----

APPENDIX C
RECREATION GRANT APPLICATION CM 99-013

(incorporated herein by reference)

Date: January 7, 2000
To: Honorable Mayor and City Commissioners
From: Ric Scott 
RE: Aquatic Weed Control Bids

SUMMARY OF REQUEST:

To award a contract to Professional Lake Management for
controlling aquatic weeds at Hartshorn Marina

FINANCIAL IMPACT:

\$5,894 the first year

BUDGET ACTION REQUIRED:

None

STAFF RECOMMENDATION:

Approve

COMMITTEE RECOMMENDATION:

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

Assessor
231/724-6708
FAX/726-5181

Cemetery
231/724-6783
FAX/726-5617

Civil Service
231/724-6716
FAX/724-4055

Clerk
231/724-6705
FAX/724-4178

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

Engineering
231/724-6707
FAX/727-6904

Finance
231/724-6713
FAX/724-6768

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

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

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

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

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

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

Neigh. & Const.
Services
231/724-6715
FAX/726-2501

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

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

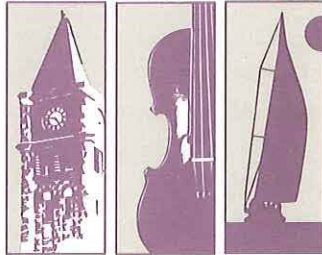
Public Works
231/724-4100
FAX/722-4188

Treasurer
231/724-6720
FAX/724-6768

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

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

MUSKEGON



West Michigan's Shoreline City

Date: January 7, 2000
To: Honorable Mayor and City Commissioners
From: Ric Scott 
Re: Aquatic Weed Control Contract

On Tuesday, December 21, 1999, five bids were received to provide chemical treatment of aquatic plants in Hartshorn Marina. The five bids received were as follows:

Aquatic Nuisance Plant control, Inc	\$5,280
Professional Lake Management	\$5,894
Aqua-Weed Control, Inc.	\$6,875
Aquatic Management Services, Inc.	\$7,250

Each of the firms also gave us quotes for the years 2001 through 2004.

Professional Lake Management has been doing the work at the Marina for many years and has done a very good job.

The apparent low bidder did not include the \$150 state fee in his bid. He has been doing work on Mona Lake, however, and is contracted for there next year.

Because of our track record with Professional Lake Management and the minimal cost difference, \$464, I am recommending we contract with Professional Lake Management. Further, I would ask that we contract with them on a year to year basis through 2004 at the City's option.

Thank you for your consideration.

Date: January 18, 2000
To: Honorable Mayor and City Commissioners
From: Ric Scott 
RE: Lakeshore Trail Phase III Architect

SUMMARY OF REQUEST:

To hire FTC & H to finalize the engineering and construction management of Phase III of the Lakeshore Trail.

FINANCIAL IMPACT:

Not to exceed \$56,800

BUDGET ACTION REQUIRED:

None

STAFF RECOMMENDATION:

Approve

COMMITTEE RECOMMENDATION:

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

Assessor
231/724-6708
FAX/726-5181

Cemetery
231/724-6783
FAX/726-5617

Civil Service
231/724-6716
FAX/724-4055

Clerk
231/724-6705
FAX/724-4178

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

Engineering
231/724-6707
FAX/727-6904

Finance
231/724-6713
FAX/724-6768

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

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

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

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

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

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

Neigh. & Const.
Services
231/724-6715
FAX/726-2501

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

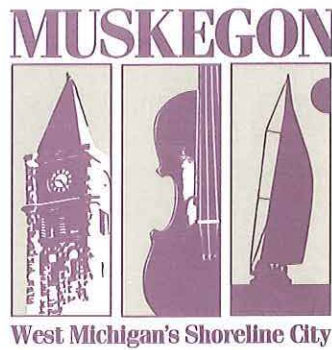
Police Dept.
231/724-6750
FAX/722-5140

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

Treasurer
231/724-6720
FAX/724-6768

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

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



Date: January 18, 2000

To: Honorable Mayor and City Commissioners

From: Ric Scott 

Re: Lakeshore Trail Phase III Architect

The City has received a \$600,000 MDOT grant to construct phase III of the Lakeshore Trail. The design of the trail was done with a Coastal Management grant just over a year ago. FTC & H was the engineering firm that worked with OCBA to design the trail.

I am requesting that we hire FTC & H to provide bidding, construction administration, construction oversight, construction layout, and testing services for a not to exceed figure of \$56,800.

My original intent was to extend the contract with OCBA. However, most of the work at this point of the project requires an engineer because this is an MDOT project using Enhancement Funds. FTC & H have done all the engineering work on the project to date. They will be coordinating the design with OCBA. Consequently, this is really an extension of the original contract with OCBA to do the design work.

The City Engineer and I have met with FCT & H to come up with this figure. This is considerably less than the 12% often used to oversee MDOT projects.

Funding for this project will come from the Golf Course fund.

Thank you for your consideration.

Date: January 25, 2000
To: Honorable Mayor and City Commissioners
From: Gail A. Kunding, City Clerk
RE: Approval of Minutes

SUMMARY OF REQUEST: To approve the minutes of the Organizational Meeting that was held on Tuesday, January 4, 2000, and the Regular Commission Meeting that was held on Tuesday, January 11, 2000.

FINANCIAL IMPACT: None.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: Approval of the minutes.

COMMITTEE RECOMMENDATION: Committee of the Whole will review this item January 24, 2000.

CITY OF MUSKEGON

CITY COMMISSION MEETING

JANUARY 25, 2000

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, January 25, 2000.

Mayor Nielsen opened the meeting. Commissioner Shepherd offered a prayer after which members of the City Commission and the members of the public joined in reciting the Pledge of Allegiance to the Flag.

ROLL CALL FOR THE REGULAR COMMISSION MEETING

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

Absent: Commissioner Jone Wortelboer Benedict (arrived at 5:54 p.m.)

2000-019 CONSENT AGENDA

- a. Campbell Field Agreement.
LEISURE SERVICES

SUMMARY OF REQUEST: To authorize the mayor and clerk to sign the attached agreement with the DNR accepting the Clean Michigan Initiative (CMI) grant to renovate Campbell Field.

FINANCIAL IMPACT: \$400,000 project - \$105,000 in local match

BUDGET ACTION REQUIRED: None, included in 2000 budget.

STAFF RECOMMENDATION: Approve

COMMITTEE RECOMMENDATION: The Committee of the Whole recommended approval.

- b. Aquatic Weed Control Bids.
LEISURE SERVICES

SUMMARY OF REQUEST: To award a contract to Professional Lake Management for controlling aquatic weeds at Hartshorn Marina.

FINANCIAL IMPACT: \$5,894 the first year.

BUDGET ACTION REQUIRED: None

STAFF RECOMMENDATION: Approve

COMMITTEE RECOMMENDATION: The Committee of the Whole recommended approval.

- c. Lakeshore Trail Phase III Architects.
LEISURE SERVICES

SUMMARY OF REQUEST: To hire FTC&H to finalize the engineering and construction management of Phase III of the Lakeshore Trail.

FINANCIAL IMPACT: Not to exceed \$56,800.

BUDGET ACTION REQUIRED: None

STAFF RECOMMENDATION: Approve

COMMITTEE RECOMMENDATION: The Committee of the Whole recommended approval.

- d. Approval of Minutes.
CITY CLERK

SUMMARY OF REQUEST: To approve the minutes of the Organizational Meeting that was held on Tuesday, January 4, 2000, and the Regular Commission Meeting that was held on Tuesday, January 11, 2000.

FINANCIAL IMPACT: None

BUDGET ACTION REQUIRED: None

STAFF RECOMMENDATION: Approval of the minutes.

COMMITTEE RECOMMENDATION: The Committee of the Whole recommended approval as submitted with addition by City Clerk.

- e. Liquor License Transfer Request, 860 W. Sherman.
CITY CLERK

SUMMARY OF REQUEST: The Liquor Control Commission seeks local recommendation on a request from Lighthouse Beverages, L.L.C. to transfer ownership of the 1999 SDD and SDM licenses with Sunday sales permit from Walgreen Co. and to transfer location from 840 W. Sherman to 860 W. Sherman.

FINANCIAL IMPACT: None

BUDGET ACTION REQUIRED: None

STAFF RECOMMENDATION: Approval

COMMITTEE RECOMMENDATION: The Committee of the Whole recommended approval.

- f. Fireworks Display Permit – L.C. Walker Arena.
CITY CLERK

SUMMARY OF REQUEST: Steven R. Franklin, Summit Pyrotechnics, is requesting approval of a fireworks display for the February 2, 2000, hockey game. Fire Marshall Grabinski has reviewed the request and recommends approval contingent on inspection of the fireworks the day of the show; and receipt and approval of the insurance.

FINANCIAL IMPACT: None

BUDGET ACTION REQUIRED: None

STAFF RECOMMENDATION: Approval of the application.

COMMITTEE RECOMMENDATION: The Committee of the Whole recommended approval of the display contingent upon receipt of insurance and approval of insurance by city risk authority and final inspection by fire department.

- g. Sale of Urban Renewal Property on Albert Ave. for Infill Housing Program.
PLANNING & ECONOMIC DEVELOPMENT

SUMMARY OF REQUEST: Approval of resolution to proceed with the sale of Urban Renewal property on the south side of Albert Ave., east of Creston St., to Bethany Nichols of 531 S. Getty Ave., Muskegon. This sale will join two parcels together to create one buildable parcel measuring 74' x 132'. The property was appraised with a value of \$3,500.00. Ms. Nichols has submitted a bid of \$3,500.00. There were no other bidders. Ms. Nichols plans to construct a home on the site as part of the City's HOME Infill Housing Program.

FINANCIAL IMPACT: Sale will allow the property to be placed back on the City's tax rolls and will relieve the City from further maintenance. Pursuant to the conditions of sale, Ms. Bethany Nichols agrees to construct a single-family residence upon the lot within 18 months of the date of sale.

BUDGET ACTION REQUIRED: None

STAFF RECOMMENDATION: Staff recommends approval of the resolution and authorization for the Mayor and Clerk to sign off on the deed.

COMMITTEE RECOMMENDATION: The Committee of the Whole recommended approval.

- h. Muskegon Rescue Mission Lease Agreement.
PLANNING & ECONOMIC DEVELOPMENT

SUMMARY OF REQUEST: Approval to enter into a lease agreement with the Muskegon Rescue Mission, of 1691 Peck St., for property on the corner of Laketon Ave. and Park St. The subject property was part of the City's 1996 purchase of trail property from Laketon Ave. to Grand Ave., but this particular piece is not necessary for the trail. However, since the trail property was purchased as part of the golf course conversion, the City cannot sell the property. The Rescue Mission, Men's Shelter is located adjacent to the subject property and they are planning to move their retail store also to the location. They plan to use the subject

property for extra parking. The proposed lease agreement is for thirty years and the Rescue Mission has signed the agreement.

FINANCIAL IMPACT: The proposed lease agreement is for a \$1 rent for the property for the thirty-year lease, since the lease is for non-profit purposes which are of benefit to the City.

BUDGET ACTION REQUIRED: None

STAFF RECOMMENDATION: Staff recommends approval of the lease agreement.

COMMITTEE RECOMMENDATION: The Committee of the Whole recommended approval.

i. Budgeted Vehicle Replacements.
PUBLIC WORKS

SUMMARY OF REQUEST: Approval to purchase three Detective cars from Buff Whelen Chevy for \$14,229.56 each. From Bill Snethkamps Dodge one ¾-ton 4x4 pickup, \$17,870.47, and one 1-ton 4x4 chassis cab \$18,706.47. From Red Holman GMC one GMC Sonoma \$10,591.00, two ¾-ton extended cab 2 w/d pickups \$17,715.00 each, one 1-ton chassis cab \$17,115.00.

FINANCIAL IMPACT: \$142,401.62 (Equipment Fund)

BUDGET ACTION REQUIRED: None \$153,000.00 is budgeted for these purchases.

STAFF RECOMMENDATION: Approve purchases of three Detective cars from Buff Whelen Chevy for \$14,229.56 each. From Bill Snethkamps Dodge one ¾-ton 4x4 pickup \$17,870.47, and one 1-ton 4x5 chassis cab \$18,706.47.

COMMITTEE RECOMMENDATION: The Committee of the Whole recommended approval.

j. Plow Truck Chassis.
PUBLIC WORKS

SUMMARY OF REQUEST: Approval of bid by Woodland International Trucks, Inc. for two new plow truck chassis, for \$45,982.25 each, price held over for last two years.

FINANCIAL IMPACT: Bid of \$45,982.25 each for a total of \$91,964.50.

BUDGET ACTION REQUIRED: None, \$140,000 is budgeted for this purchase.

STAFF RECOMMENDATION: Recommend approval of purchase of two plow truck chassis from Woodland International Trucks Muskegon, Inc. for \$91,964.50

COMMITTEE RECOMMENDATION: The Committee of the Whole recommended approval.

k. 2000 Police Cruiser Purchase.
PUBLIC WORKS

SUMMARY OF REQUEST: Purchase of 8 Ford Crown Victoria patrol cars from Jorgensen Ford, State purchasing contract, at \$20,515.00 each for a total of \$164,120.00.

FINANCIAL IMPACT: \$164,120.00 (Equipment Fund)

BUDGET ACTION REQUIRED: None, \$176,000.00 is budgeted for this purchase.

STAFF RECOMMENDATION: Purchase of 8 Crown Vics from Jorgensen Ford for a total of \$164,120.00, to replace existing units.

1999 price per unit - \$20,173.00

2000 State Purchasing Contract/per unit - \$20,515.00

COMMITTEE RECOMMENDATION: The Committee of the Whole recommended approval.

l. Alley Vacations in the Samburt Park Addition Subdivision.

PLANNING & ECONOMIC DEVELOPMENT

SUMMARY OF REQUEST: Request for vacation of several alleys in the Samburt Park Addition, block bounded by Evanston Ave., Burton Rd., Samburt St. and Flower Ave. This request only includes the alleys indicated on the map.

FINANCIAL IMPACT: None

BUDGET ACTION REQUIRED: None

STAFF RECOMMENDATION: Staff recommends vacation of the proposed alleys with the condition that all City easement rights be retained. The Planning Commission recommended vacation of the proposed alleys with the condition that all City easement rights be retained.

COMMITTEE RECOMMENDATION: The Committee of the Whole recommended approval.

m. Rezoning Request for property located on Holbrook.

PLANNING & ECONOMIC DEVELOPMENT

SUMMARY OF REQUEST: Request to rezone property located on Holbrook Ave., between Sixth and Commerce Streets, from I-2, General Industrial to B-4, General Business.

FINANCIAL IMPACT: None

BUDGET ACTION REQUIRED: None

STAFF RECOMMENDATION: Staff recommends denial of the request due to lack of compliance with the future land use map and Master Land Use Plan. Staff recommended that the applicant consider applying for a rezoning to B-2 instead, as it would be a lower intensity commercial district and would still allow the applicant to use the site as they wish to. The Planning Commission concurred with staff's recommendation to deny the request and also recommended that staff waive the application fee if the applicant returns with a request for a rezoning to B-2 for the site.

COMMITTEE RECOMMENDATION: The Committee of the Whole recommended denial of the request.

- n. Purchase of Property from Cole's for the Muskegon Lakeshore Trail.
PLANNING & ECONOMIC DEVELOPMENT

SUMMARY OF REQUEST: Approval of resolution and purchase agreement for property owned by Cole's Quality Foods, which is required for the Lakeshore Trail. The purchase price is \$6,300.00, which is the appraised value of the property. Through this agreement, the city will also be agreeing to construct a fence along the property, which matches the current wrought iron fencing, as well as agreeing to match existing lighting and security on the fence. The City will also be agreeing to remove any existing trees from the property. The purchase agreement has already been signed by Cole's.

FINANCIAL IMPACT: Purchase will allow the Lakeshore Trail project to continue. The price for the property is \$6,300.00 and the purchase will be completed with funds received from the sale of the Chase Hammond Golf Course.

BUDGET ACTION REQUIRED: None

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

COMMITTEE RECOMMENDATION: The Committee of the Whole recommended approval.

- o. Police and Fire Pension Ordinance Amendment.
CITY MANAGER

SUMMARY OF REQUEST: To approve an amendment to the Police and Fire Pension Ordinance that would allow non-union police command officers to retire at age 53 during a specific period of time.

FINANCIAL IMPACT: The actuarial cost is approximately \$34,000.

BUDGET ACTION REQUIRED: None

STAFF RECOMMENDATION: To approve the ordinance amendment.

COMMITTEE RECOMMENDATION: The Committee of the Whole recommended approval.

- p. Amoco Property.
CITY ATTORNEY

SUMMARY OF REQUEST: The contract has been amended to satisfy the City concerning its responsibilities and risks on the Amoco property, which we are proposing to acquire to use for a large segment of the Lakeshore Trail. The concerns included, primarily, an agreement proposed to us which required us to indemnify Amoco for all kinds of pollution which could have caused third party injury, but which was caused by them. The changes made in this document do away with that concern. This is ready for approval PROVIDED Amoco sends us one other document, a proposed restrictive covenant document, with changes concerning the expense of soil removal by Amoco, and a change regarding the need for Amoco approval of our improvements – the trail, or park, or other uses.

FINANCIAL IMPACT:

BUDGET ACTION REQUIRED:

STAFF RECOMMENDATION: Approval, contingent on those changes, in form acceptable to the City Manager and/or the City Attorney.

COMMITTEE RECOMMENDATION: The Committee of the Whole recommended approval contingent upon approval of language by City Manager and City Attorney. Effective upon signature of Mayor and City Clerk.

- q. Concurrence with Housing Board of Appeals Finding and Order for the following:
INSPECTION SERVICES DEPARTMENT

1) 388 Catawba

2) 449 McLaughlin

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

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

BUDGET ACTION REQUIRED: None

STAFF RECOMMENDATION: (388 Catawba) A dangerous building inspection was conducted in September of 1998 following a referral from the housing inspector working the case. The property was vacant and the owner had made no effort to correct code violations nor had established any contact with the inspector. The order to repair did not result in any improvements to the structure; therefore the case was referred to the Housing Board of Appeals on December 3, 1998. No one appeared at the meeting to contest the department's recommendation that the structure be demolished and there has been no contact with the owner since the Board's action. The Committee of the Whole on 2/3/99 recommended giving the interested party six months to obtain and bring the property up to code and that the interested party submit a written timetable on the scheduled repairs and that a building permit be pulled within 30 days for repairs. To date the work has not been completed to an acceptable level.

The estimated cost of bringing the property into compliance with City codes is \$20,000 – 24,000.

Attached are copies of the minutes of the December 3, 1998 meeting of the Housing Board of Appeals, the findings of fact and order of the Board dated December 4, 1998, the findings from a September 9, 1998 inspection of the property and the Committee of the Whole recommendation of February 1998.

STAFF RECOMMENDATION: (449 McLaughlin) This property has been in a state of substantial disrepair since at least June of 1998. The housing inspector referred the case as a dangerous building and a notice to repair or demolish was issued on June 2, 1998. The case was referred to the Housing Board of Appeals on August 5, 1999 because the owner made no attempt to correct the violations stated in the order.

No one appeared at the meeting on behalf of the owner and the Board found the property to be unsafe, substandard and a public nuisance and ordered it demolished. 449 McLaughlin and 447 McLaughlin occupied the same lot. 447 McLaughlin was brought before the City Commission and the City Commission concurred in the demolition of 447 McLaughlin. 447 McLaughlin is one of the properties originally owned by Jonathon Brandel and is now in the hands of Spectrum Mortgage Group, Inc. The house has been boarded up a number of different times, has been a home to cats and varmints. The front lower apartment had been occupied for months with no water.

Delinquent taxes for winter of 1997, 1998 and 1999 are owed as well as board up costs, sidewalk assessment and delinquent water bill for a total of \$8,890.61.

The estimated cost of bringing the property into compliance with City codes of about \$30,000.

Attached are copies of the minutes of the August 5, 1999 meeting of the Housing Board of Appeals, the findings of fact and order of the Board dated August 10, 1999 and the inspection report date 4/12/99.

COMMITTEE RECOMMENDATION: The Committee of the Whole recommended postponing any action on 388 Catawba until the next meeting when City Commission will be given an update on the property. The Committee of the Whole recommended concurrence with Housing Board of Appeals findings and order for 449 McLaughlin.

Motion by Commissioner Aslakson, second by Commissioner Spataro to approve the Consent Agenda as submitted.

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

ADOPTED

2000-020 PUBLIC HEARINGS:

- a. Request for Transfer of Industrial Facilities Exemption Certificate No. 98-624, Source One Signs.

PLANNING & ECONOMIC DEVELOPMENT

SUMMARY OF REQUEST: Pursuant to Public Act 198 of 1974, as amended, Source One Signs, 1756 Lakeshore Drive, Muskegon, Michigan, manufacturer of fleet and vinyl graphics, interior store signage and exterior signage, has requested the transfer of an Industrial Facilities Exemption Certificate from Fruitport Township to the City of Muskegon. Total capital investment for this project is \$468,000 in personal property. The project will not result in the

creation or retention of any employment opportunities. Source One Signs has a current workforce of 19 employees.

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

BUDGET ACTION REQUIRED: None

STAFF RECOMMENDATION: Approval of the attached resolution granting the transfer of Industrial Facilities Exemption Certificate No. 98-624 for a term of six (6) years.

COMMITTEE RECOMMENDATION: No action was taken on this item.

The Public Hearing opened at 5:45 p.m. to hear and consider any comments from the public. Matt Dugener gave an overview of the item. No comments were heard.

Motion by Commissioner Schweifler, second by Commissioner Aslakson to close the Public Hearing at 5:50 p.m.

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

Nays: None

Absent: Benedict

ADOPTED

Motion by Commissioner Aslakson, second by Commissioner Shepherd to approve the transfer of an Industrial Facilities Exemption Certificate from Fruitport Township to the City of Muskegon.

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

Nays: None

Absent: Benedict

ADOPTED

2000-021 NEW BUSINESS:

- a. Concurrence with Housing Board of Appeals Finding and Order for the following:
INSPECTION SERVICES DEPARTMENT

451 White

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

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

BUDGET ACTION REQUIRED: None

STAFF RECOMMENDATION: This property has been in a state of substantial disrepair since at least 1992. The housing inspector referred the case as a dangerous building and a notice to repair or demolish was issued on November 3, 1997. The case was referred to the Housing Board of Appeals on January 8, 1998 because the owner made no attempt to correct the violations stated in the order.

No one appeared at the meeting on behalf of the owner and the Board found the property to be unsafe, substandard and a public nuisance and ordered it demolished. It was brought before the Committee of the Whole on 5/11/98. Action was halted by court action, which required that the Housing Board of Appeals provide a new hearing because Mr. Seals had not been notified. 451 White was reheard at the October 1, 1998 meeting attended by Mr. Seals and his attorney. The Board declared the building to be unsafe, substandard and a public nuisance and forwarded it to the City Commission for concurrence. His attorney filed a Claim of Appeal requested 60 days to make the corrections. Little progress has been made so it was again returned to the Housing Board of Appeals on December 2, 1999 who again declared the building to be unsafe, substandard and a public nuisance. A findings of fact and order was sent out December 8, 1999 ordering that the owner or interested parties take such action to repair or remove said structure, or appeal this order within 20 days of the receipt of this order. To date we have heard nothing from the owner and little progress has been made on the structure.

When first brought to the City Commission for concurrence, it was estimated that the cost of brining the property into compliance with City codes would be in the range of \$21,000 - \$25,000. Property taxes for 1994, 1995, 1996 and 1997 were delinquent.

Attached are copies of the minutes of the January 8, 1998 meeting of the Housing Board of Appeals, the findings of fact and order of the Board dated 1/12/98, and December 8, 1999, and the October 27, 1997 and January 21, 1998 inspections.

Motion by Commissioner Spataro, second by Commissioner Aslakson to concur with the Housing Board of Appeals and order the demolition of 451 White.

ROLL VOTE: Ayes: None

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

FAILS

Motion by Commissioner Spataro, second by Commissioner Shepherd to postpone until the last meeting in February and to setup an escrow account.

Second withdrawn.

Motion by Commissioner Aslakson, second by Commissioner Shepherd to delay the demolition until May 31, 2000 with a timetable of repairs and \$5,000 in an escrow account.

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

Nays: None

ADOPTED

b. Liquor License Transfer Request, 157 N. Getty Street.
CITY CLERK

SUMMARY OF REQUEST: The Liquor Control Commission seeks local recommendation on a request from PFC Enterprises, L.L.C. to transfer ownership of the 1999 Class C-SDM license from Joey's Place, Inc.

FINANCIAL IMPACT: None

BUDGET ACTION REQUIRED: None

STAFF RECOMMENDATION: Approval

COMMITTEE RECOMMENDATION: The Committee of the Whole recommended approval.

Motion by Vice Mayor Sieradzki, second by Commissioner Spataro to approve the transfer of ownership of the 1999 Class C-SDM license from Joey's Place, Inc.

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

ADOPTED

c. Alley Vacations in Block 346 (between 7th & 8th Streets).
PLANNING & ECONOMIC DEVELOPMENT

SUMMARY OF REQUEST: Request for vacation of the west half only of the east/west alley in Block 346, between Seventh and Eighth Streets. This request is in response to ongoing traffic issues with Samuel Lutheran Church.

FINANCIAL IMPACT: None

BUDGET ACTION REQUIRED: None

STAFF RECOMMENDATION: Staff recommends vacation of the west half only of the proposed alley with the condition that all City easement rights be retained. The Planning Commission recommended vacation of the west half only of the proposed alley with the condition that all City easement rights be retained.

Motion by Commissioner Aslakson, second by Commissioner Schweifler to vacate the west half only of the east/west alley in Block 346, between Seventh and Eighth Streets with the condition that all City easement rights be retained.

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

ADOPTED

d. Request for Planned Unit Development for 2964 Lakeshore Drive. (west of Cottage Grove Street)
PLANNING & ECONOMIC DEVELOPMENT

SUMMARY OF REQUEST: Request for a Planned Unit Development approval in the WM,

Waterfront Marine Zone for a condominium development at 2964 Lakeshore Dr., west of Cottage Grove St. The request is from the Archimedes Group LLC.

FINANCIAL IMPACT: None

BUDGET ACTION REQUIRED: None

STAFF RECOMMENDATION: If the City Commission is comfortable with the height and density proposed for this development, staff recommends approval of the PUD provided that the conditions listed in the resolution are met. The Planning Commission recommended approval of the PUD by a 5 to 4 vote, with the conditions listed on the resolution.

COMMITTEE RECOMMENDATION: The Committee of the Whole recommended approval.

Motion by Vice Mayor Sieradzki, second by Commissioner Spataro to approve the PUD in the WM zone for a condominium development at 2964 Lakeshore Dr.

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

Nays: Aslakson, Benedict, Nielsen

ADOPTED

Motion by Commissioner Aslakson, second by Commissioner Schweifler to show support for the condominium project by a unanimous vote.

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

Nays: Benedict

ADOPTED

ANY OTHER BUSINESS:

Commissioners were reminded of the Legislative Policy Committee meeting on January 26th at 4:45 p.m.

Congratulations were extended to the Clerk's office for compiling the Policy Book.

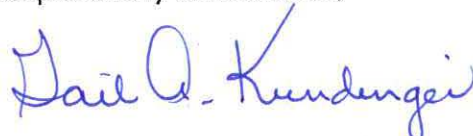
PUBLIC PARTICIPATION:

Comments were heard from the audience.

ADJOURNMENT:

The Regular Commission meeting was adjourned at 7:21 p.m.

Respectfully submitted,

A handwritten signature in blue ink that reads "Gail A. Kunding".

Gail A. Kunding, CMC/AEE
City Clerk

Date: January 25, 2000
To: Honorable Mayor and City Commissioners
From: Gail A. Kunding, City Clerk
RE: Liquor License Transfer Request,
860 W. Sherman, Muskegon, MI

SUMMARY OF REQUEST: The Liquor Control Commission seeks local recommendation on a request from Lighthouse Beverages, L.L.C. to transfer ownership of the 1999 SDD and SDM licenses with Sunday sales permit from Walgreen Co. and to transfer location from 840 W. Sherman to 860 W. Sherman.

FINANCIAL IMPACT: None.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: Approval.

COMMITTEE RECOMMENDATION: The Committee of the Whole will meet January 24, 2000, and discuss this request.

Affirmative Action
724-6703

Assessor
724-6708

Cemetery
724-6783

Civil Service
724-6716

Clerk
724-6705

Engineering
724-6707

Finance
724-6713

Fire Dept.
724-6792

C.N. Services
724-6717

Inspections
724-6715

Leisure Service
724-6704

Manager's Office
724-6724

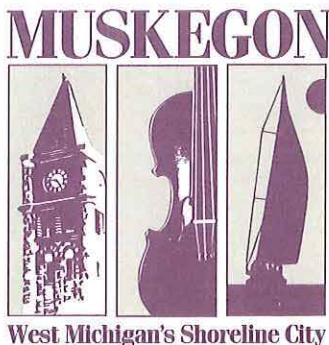
Mayor's Office
724-6701

Planning/Zoning
724-6702

Police Dept.
724-6750

Public Works
726-4786

Treasurer
724-6720



January 13, 2000

To: The City Commission through the City Manager

From: Edward E. Griffin
Edward E. Griffin, Chief of Police

Re: Transfer of ownership for liquor license from 840 W. Sherman (Walgreen Co) to 860 W. Sherman (Lighthouse Beverages, L.L.C.)

The Muskegon Police Department has received a request from the Michigan Liquor Control Commission for an investigation from applicant Lighthouse Beverages, L.L.C. They are requesting to transfer ownership of the existing 1999 SDD & SDM licenses from Walgreen Co. to Lighthouse Beverages, L.L.C.

Our department met with C. Richard Puthoff who is a member of Lighthouse Beverages L.L.C. Puthoff is requesting a liquor license transfer from 840 W. Sherman (Walgreen Co) to his new business located at 860 W. Sherman (Lighthouse Beverages). This new business will be a retail establishment; at this time the building is under construction. Mr. Puthoff currently owns Lee's Famous Recipe restaurant.

We have searched our records and conducted a Criminal History Check. There are no records of any arrests or negative contacts with Law Enforcement. We have found no reason that this transfer of ownership not be approved.

EEG/cmw

Water Dept.
724-6718

MEMO

To: Chief Ed Griffin

CC: Det. Sgt. Dean Roesler

From: Det. Kurt Dykman

Date: 1-5-00

Re: Transfer of ownership for liquor license from 840 W. Sherman (Walgreen Co) to 860 W. Sherman (Lighthouse Beverages, L.L.C.)

Chief Griffin,

The Muskegon Police Department has received a request from the Michigan Liquor Control Commission for an investigation from applicant Lighthouse Beverages, L.L.C.

Lighthouse Beverages, L.L.C. is requesting to transfer ownership of the existing 1999 SDD & SDM licenses from Walgreen Co. to Lighthouse Beverages, L.L.C.

On 1-5-2000 I met with C. Richard Puthoff who is a member of Lighthouse Beverages L.L.C. Puthoff is requesting a liquor license transfer from 840 W. Sherman (Walgreen Co) to his new business located at 860 W. Sherman (Lighthouse Beverages). This new business will be a retail establishment; at this time the building is under construction. Mr. Puthoff currently owns Lee's Famous Recipe restaurant.

I have searched MPD records and conducted a Criminal History Check. There are no records of any arrests or negative contacts with Law Enforcement. I have found no reason that this transfer of ownership not be approved.

Respectfully submitted,



Det. Kurt Dykman

LIQUOR LICENSE REVIEW FORM

RECEIVED

DEC 13 1999

Business Name: Walgreen Co.

AKA Business Name (if applicable): _____

Operator/Manager's Name: _____

Business Address: 840 W. Sherman
Muskegon, MI

Reason for Review:

New License ☐ Transfer of Ownership ☐ Dance Permit ☐

Drop/Add Name on License ☐ Transfer Location ☒

Drop/Add Stockholder Name ☐ New Entertainment Permit ☐

Other _____

Deadline for receipt of all information: January 4, 2000

Police Department Approved ☒ Denied ☐ No Action Needed ☐

Income Tax Approved ☐ Owing ☐ Amount: _____

Treasurer Approved ☐ Owing ☐ Amount: _____

Zoning Approved ☐ Denied ☐ Pending ZBA ☐

NCS Compliance ☐ Remaining Defects _____

Fire Department Compliance ☐ Remaining Defects _____

Gail A. Kunding, City Clerk
Liquor License Coordinator

2000-19(e)

MICHIGAN DEPARTMENT OF COMMERCE
LIQUOR CONTROL COMMISSION

Request I.D. #59000

RESOLUTION

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

called to order by Mayor Nielsen on January 25, 2000 at 5:30 P.M.

the following resolution was offered:

Moved by Commissioner Aslakson and Supported by Commissioner Spataro

That the request from Lighthouse Beverages, L.L.C., 860 W. Sherman, Muskegon, MI 49441, Muskegon County, to transfer ownership of 1999 SDD & SDM licenses from Walgreen Co. (An Illinois Corporation) and transfer location from 840 W. Sherman, 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 January 25, 2000
(Date)

(Signed)

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

Gail A. Kunderger, City Clerk
933 Terrace

(Address of Township, City or Village Board)
Muskegon, MI 49440

SEAL

12-20-99

POLICE INSPECTION REPORT ON LIQUOR LICENSE REQUEST

(Authorized by MCL 436.7a)

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

Request I.D. # 59000

BUSINESS NAME AND ADDRESS: (include zip code)

Lighthouse Beverages, L.L.C., 860 W. Sherman, Muskegon, MI 49441, Muskegon County

REQUEST FOR: a transfer of ownership of 1999 SDD & SDM licenses from Walgreen Co. (An Illinois Corporation) and transfer location from 840 W. Sherman, Muskegon, Michigan 49441, Muskegon County.

Section 1. APPLICANT INFORMATION

APPLICANT #1:

C. Richard Puthoff - Member

APPLICANT #2:

HOME ADDRESS AND AREA CODE/PHONE NUMBER:

C. Richard Puthoff
1400 Lakeshore Court
Muskegon, MI 49441 (231) 722-2188

HOME ADDRESS AND AREA CODE/PHONE NUMBER:

DATE OF BIRTH:

12-5-44

DATE OF BIRTH:

12-5-44

If the applicant is not a U.S. Citizen:

☐ Does the applicant have permanent Resident Alien status?

☐ Yes ☐ No

☐ Does the applicant have a Visa? Enter status:

Date fingerprinted:

1-5-2000

If the applicant is not a U.S. Citizen:

☐ Does the applicant have permanent Resident Alien status?

☐ Yes ☐ No

☐ Does the applicant have a Visa? Enter status:

Date fingerprinted:

1-5-2000

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

ARREST RECORD: ☐ Felony ☐ Misdemeanor

Enter record of all arrests & convictions (attach a signed and dated report if more space is needed)

ARREST RECORD: ☐ Felony ☐ Misdemeanor

Enter record of all arrests & convictions (attach a signed and dated report if more space is needed)

Section 2. Investigation of Business and Address to be Licensed

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

Does applicant intend to have dancing or entertainment?

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

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

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

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

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

Section 4. Recommendation

From your investigation:

1. Is this applicant qualified to conduct this business if licensed? ☒ Yes ☐ No

2. Is the proposed location satisfactory for this business? ☒ Yes ☐ No

3. Should this request be granted by the Commission? ☒ Yes ☐ No

4. If any of the above 3 questions were answered no, state your reasons: (Attach a signed and dated report if more space is needed)

Signature (Sheriff or Chief of Police)

Date

J.J.H.
12-20-99

**MICHIGAN DEPARTMENT OF CONSUMER & INDUSTRY SERVICES
LIQUOR CONTROL COMMISSION**

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

POLICE INVESTIGATION REQUEST

[Authorized by MCL 436.1(4)]

Muskegon Police Department
Chief of Police
1990 Apple Avenue
Muskegon, Michigan 49442

DATE: December 10, 1999

Request I.D. # 59000

Chief of Law Enforcement Office

Applicant: Lighthouse Beverages, L.L.C. to transfer ownership of 1999 Specially Designated Distributor and Specially Designated Merchant licenses with Sunday Sales permit from Walgreen Co. (An Illinois Corporation) and transfer location from 840 W. Sherman, Muskegon, Michigan 49441, Muskegon County to 860 W. Sherman, Muskegon, Michigan 49441, Muskegon County.

**Contact: C. Richard Puthoff
1400 Lakeshore Court
Muskegon, Michigan 49441**

Scott M. Knowlton, Attorney

Phone # (231) 724-4320

Home Phone # (231) 722-2188

Business Phone # (231) 726-2888

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

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

NO FINGERPRINTS NECESSARY

[] Please include fingerprint cards and \$15.00 for each card, and mail to the Michigan Liquor Control Commission.

If you have any questions, contact the Licensing Division at (517) 322-1400.

MICHIGAN DEPARTMENT OF CONSUMER & INDUSTRY SERVICES
LIQUOR CONTROL COMMISSION
7150 Harris Drive
P.O. Box 30005
Lansing, Michigan 48909-7505
LOCAL GOVERNMENT 15-DAY NOTICE
[Authorized by MAC 436.1105 (2d)(3)]

Muskegon City Council
c/o Gail Kundinger, Clerk
933 Terrace Street
P.O. Box 536
Muskegon, Michigan 49443

DATE: December 10, 1999

Request I.D. # 59000

The Liquor Control Commission has received an application from: **Lighthouse Beverages, L.L.C.** to transfer ownership of 1999 Specially Designated Distributor and Specially Designated Merchant licenses with Sunday Sales permit from Walgreen Co. (An Illinois Corporation) and transfer location from 840 W. Sherman, Muskegon, Michigan 49441, Muskegon County to 860 W. Sherman, Muskegon, Michigan 49441, Muskegon County.

Contact: C. Richard Puthoff
1400 Lakeshore Court
Muskegon, Michigan 49441

Scott M. Knowlton, Attorney

Phone # (231) 724-4320

Home Phone # (231) 722-2188

Business Phone # (231) 726-2888

Specially Designated Merchant (SDM) licenses permit the sale of beer and wine for consumption off the premises only. Specially Designated Distributor (SDD) licenses permit the sale of alcoholic liquor, other than beer and wine under 21 per cent alcohol by volume, for consumption off the premises only.

For your information, part of the investigation of the application is conducted by the local law enforcement agency and investigative forms will be released to them either in person or by mail.

Although local governing body approval is not required by the Michigan Liquor Control Act for off-premise licenses, the local governing body, or its designee, may notify the Commission within 15 days of receipt of this letter if the applicant location will not be in compliance with all appropriate state and local building, plumbing, zoning, fire, sanitation and health laws and ordinances, or if the applicant is considered ineligible due to other factors.

All conditions of non-compliance must be outlined in detail, indicating the laws and ordinances applicable in this case, with a copy of the law and/or ordinance submitted with notification.

PLEASE RETURN YOUR RESPONSE TO:

Michigan Liquor Control Commission
Licensing Division
P.O. Box 30005
Lansing, Michigan 48909-7505

LIQUOR LICENSE REVIEW FORM

Business Name: Walgreen Co.

AKA Business Name (if applicable): _____

Operator/Manager's Name: _____

Business Address: 840 W. Sherman
Muskegon, MI

Reason for Review:

New License ☐ Transfer of Ownership ☐ Dance Permit ☐

Drop/Add Name on License ☐ Transfer Location ☒

Drop/Add Stockholder Name ☐ New Entertainment Permit ☐

Other _____

Deadline for receipt of all information: January 4, 2000

Police Department Approved ☐ Denied ☐ No Action Needed ☐

Income Tax Approved ☒ Owing ☐ Amount: _____

Treasurer Approved ☐ Owing ☐ Amount: _____

Zoning Approved ☐ Denied ☐ Pending ZBA ☐

NCS Compliance ☐ Remaining Defects _____

Fire Department Compliance ☐ Remaining Defects _____

Gail A. Kundering, City Clerk
Liquor License Coordinator

LIQUOR LICENSE REVIEW FORM

Business Name: Walgreen Co.

AKA Business Name (if applicable): _____

Operator/Manager's Name: _____

Business Address: 840 W. Sherman
Muskegon, MI

Reason for Review:

New License ☐ Transfer of Ownership ☐ Dance Permit ☐

Drop/Add Name on License ☐ Transfer Location ☒

Drop/Add Stockholder Name ☐ New Entertainment Permit ☐

Other _____

Deadline for receipt of all information: January 4, 2000

Police Department Approved ☐ Denied ☐ No Action Needed ☐

Income Tax Approved ☐ Owing ☐ Amount: _____

Treasurer Approved ☒ Owing ☐ Amount: _____
12/14/99

Zoning Approved ☐ Denied ☐ Pending ZBA ☐

NCS Compliance ☐ Remaining Defects _____

Fire Department Compliance ☐ Remaining Defects _____

Gail A. Kunding, City Clerk
Liquor License Coordinator

Gail

LIQUOR LICENSE REVIEW FORM

Business Name: Walgreen Co.

AKA Business Name (if applicable): _____

Operator/Manager's Name: _____

Business Address: 840 W. Sherman

Muskegon, MI

Reason for Review:

New License ☐ Transfer of Ownership ☐ Dance Permit ☐

Drop/Add Name on License ☐ Transfer Location ☒

Drop/Add Stockholder Name ☐ New Entertainment Permit ☐

Other _____

Deadline for receipt of all information: January 4, 2000

Police Department Approved ☐ Denied ☐ No Action Needed ☐

Income Tax Approved ☐ Owing ☐ Amount: _____

Treasurer Approved ☐ Owing ☐ Amount: _____

Zoning Approved ☒ Denied ☐ Pending ZBA ☐

NCS Compliance ☐ Remaining Defects _____

Fire Department Compliance ☐ Remaining Defects _____

Brenda Moore 12/13/99

Gail A. Kunding, City Clerk
Liquor License Coordinator

LIQUOR LICENSE REVIEW FORM

Business Name: Walgreen Co.

AKA Business Name (if applicable): _____

Operator/Manager's Name: _____

Business Address: 840 W. Sherman
Muskegon, MI

Reason for Review:

New License ☐ Transfer of Ownership ☐ Dance Permit ☐

Drop/Add Name on License ☐ Transfer Location ☒

Drop/Add Stockholder Name ☐ New Entertainment Permit ☐

Other _____

Deadline for receipt of all information: January 4, 2000

Police Department Approved ☐ Denied ☐ No Action Needed ☐

Income Tax Approved ☐ Owing ☐ Amount: _____

Treasurer Approved ☐ Owing ☐ Amount: _____

Zoning Approved ☐ Denied ☐ Pending ZBA ☐

NCS Compliance ☐ Remaining Defects _____

Fire Department Compliance ☒ Remaining Defects _____

Gail A. Kundering, City Clerk
Liquor License Coordinator

LIQUOR LICENSE REVIEW FORM

Business Name: Walgreen Co.

AKA Business Name (if applicable): _____

Operator/Manager's Name: _____

Business Address: 840 W. Sherman
Muskegon, MI

Reason for Review:

New License ☐ Transfer of Ownership ☐ Dance Permit ☐

Drop/Add Name on License ☐ Transfer Location ☒

Drop/Add Stockholder Name ☐ New Entertainment Permit ☐

Other _____

Deadline for receipt of all information: January 4, 2000

Police Department Approved ☐ Denied ☐ No Action Needed ☐

Income Tax Approved ☐ Owing ☐ Amount: _____

Treasurer Approved ☐ Owing ☐ Amount: _____

Zoning Approved ☐ Denied ☐ Pending ZBA ☐

NCS Compliance ☐ Remaining Defects _____

Fire Department Compliance ☐ Remaining Defects _____

Gail A. Kunding, City Clerk
Liquor License Coordinator

SENDER:

Complete items 1 and/or 2 for additional services.
 Complete items 3, 4a, and 4b.
 Print your name and address on the reverse of this form so that we can return this card to you.
 Attach this form to the front of the mailpiece, or on the back if space does not permit.
 Write "Return Receipt Requested" on the mailpiece below the article number.
 The Return Receipt will show to whom the article was delivered and the date delivered.

I also wish to receive the following services (for an extra fee):

1. ☐ Addressee's Address
 2. ☐ Restricted Delivery

Consult postmaster for fee.

3. Article Addressed to:

Liquor Control Commission
GARY SCHUELLER
Bay Schueller

7150 Harris

PO Box 3000 FEB - 2 2000

Lansing, MI 48909-7505

POST OFFICE BOX 30026

4a. Article Number

Z 341 505 771

4b. Service Type

- ☐ Registered ☒ Certified
☐ Express Mail ☐ Insured
☐ Return Receipt for Merchandise ☐ COD

7. Date of Delivery

5. Received By: (Print Name)

6. Signature: (Addressee or Agent)

X

8. Addressee's Address (Only if requested and fee is paid)

US Form 3811, December 1994

102595-97-B-0179

Domestic Return Receipt

616/724-6707
 FAX/727-6904

Finance
 616/724-6713
 FAX/724-6768

Fire Dept.
 616/724-6792
 FAX/724-6985

Income Tax
 616/724-6770
 FAX/724-6768

Info. Systems
 616/724-6975
 FAX/724-6768

Leisure Service
 616/724-6704
 FAX/724-6790

Manager's Office
 616/724-6724
 FAX/722-1214

Mayor's Office
 616/724-6701
 FAX/722-1214

Neigh. & Const.
 Services
 616/724-6715
 FAX/726-2501

Planning/Zoning
 616/724-6702
 FAX/724-6790

Police Dept.
 616/724-6750
 FAX/722-5140

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

Treasurer
 616/724-6720
 FAX/724-6768

Water Dept.
 616/724-6718
 FAX/724-6768

Water Filtration
 616/724-4106
 FAX/755-5290

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

REF: #59000
 860 W. Sherman
 Muskegon, MI 49441

To Whom It May Concern:

Enclosed is the resolution and police inspection report (LC-1800) for the request from Lighthouse Beverages, L.L.C. to transfer ownership of 1999 SDD & SDM licenses from Walgreen Co. and transfer location from 840 W. Sherman.

Please do not hesitate to call me at (616) 724-6705 if you have any questions.

Sincerely,

Linda Potter

Linda Potter
 Deputy Clerk

Enc.

Thank you for using Return Receipt Service.

City of Muskegon, 933 Terrace Street, P.O. Box 536, Muskegon, MI 49443-0536

Date: January 25, 2000
To: Honorable Mayor and City Commissioners
From: Gail A. Kunding, City Clerk
RE: Fireworks Display – L. C. Walker Arena

SUMMARY OF REQUEST: Steven R. Franklin, Summit Pyrotechnics, is requesting approval of a fireworks display for the February 2, 2000, hockey game. Fire Marshall Grabinski has reviewed the request and recommends approval contingent on inspection of the fireworks the day of the show; and receipt and approval of the insurance.

FINANCIAL IMPACT: None.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: Approval of the application.

COMMITTEE RECOMMENDATION: Committee of the Whole will review this item January 24, 2000.

cc: Grabinski

733-8229
med Ins.

FM-32(12-68)

APPLICATION

FOR FIREWORKS DISPLAY PERMIT

Act 358, P.A. 1968

DATE OF APPLICATION

1-12-2000

1. TYPE OF DISPLAY:



Public Display



Agricultural Pest Control

2. APPLICANT

NAME OF PERSON

Summit Pyrotechnics

IF A CORPORATION: Name of President

ADDRESS

2866 5th St. S. VanDenberg Rd,
Muskegon, MI

AGE: Must be 21 or over

3. PYROTECHNIC OPERATOR

NAME

Steve Franklin

ADDRESS

2866 VanDenberg Rd.

AGE: Must be 21 or over

EXPERIENCE:

NUMBER OF YEARS

12

NUMBER OF DISPLAYS

300+

WHERE

20 different states

NAMES OF ASSISTANTS:

NAME

ADDRESS

AGE

NAME

ADDRESS

AGE

4. NON-RESIDENT APPLICANT

NAME

ADDRESS

Name of Michigan Attorney or Resident Agent

ADDRESS

TELEPHONE NUMBER

5. EXACT LOCATION OF PROPOSED DISPLAY

L.C. WALKER Arena

DATE

2-2-2000

TIME

7 AM

6. NUMBER AND KINDS OF FIREWORKS TO BE DISPLAYED

20 Airburst

20 Color Airburst

10 mines

10 Geobs

10 Fountains.

MANNER & PLACE OF STORAGE PRIOR TO DISPLAY

IN locked storage room at L.C. Walker.

(Subject to Approval of Local Fire Authorities)

7. FINANCIAL RESPONSIBILITY

A. AMOUNT OF BOND OR INSURANCE

(to be set by municipality)

\$

B. BONDING CORPORATION OF INSURANCE COMPANY: NAME

ADDRESS

2000-19(f)

**PERMIT
FOR FIREWORKS DISPLAY**

Act 358, P.A. 1968

This permit is not transferable. Possession of this permit by the herein named person will authorize him to possess, transport and display fireworks in the amounts, for the purpose, and at the place listed below only.

TYPE OF DISPLAY: ☒ PUBLIC DISPLAY ☐ AGRICULTURAL PEST CONTROL

ISSUED TO: Steve Franklin, Summit Pyrotechnics

NAME 2866 Vandenberg Road

ADDRESS Muskegon, MI

AGE

REPRESENTING Summit Pyrotechnics

NAME OF ORGANIZATION, GROUP, FIRM OR CORPORATION

2866 Vandenberg Road

ADDRESS Muskegon, MI

NUMBER & TYPES OF FIREWORKS:

20 Airburst

10 Gerbs

20 Color Airburst

10 Fountains

10 Mines

DISPLAY: L. C. Walker Arena

EXACT LOCATION City of Muskegon

February 2, 2000

7:00 p.m.

CITY, VILLAGE, TOWNSHIP

DATE

TIME

BOND OR INSURANCE FILED: ☒ YES ☐ NO AMOUNT \$1,000,000.00

ISSUED BY:

Issued by action of the MUSKEGON CITY COMMISSION

(council, commission, board)

of the CITY

(city, village, township)

of MUSKEGON

(name of city, village, township)

on the 25th day of January, 2000

Fred J. Nielsen
Fred J. Nielsen
Mayor

(signature & position of council, commission or board representative)

933 Terrace Street
Muskegon MI 49440

City of Muskegon

231
Phone: (616) 724-6705
Fax: (616) 724-4178

Fax

To: Keith Potter or
Tim McClurey

From: City Clerk's Office

Linda

Fax:

Date:

2-1-00

Phone:

Pages:

2

Re:

CC:

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

•Comments:

Please check
insurance for pyrotechnic
display at the LC Walker
arena (owned by City) for a hockey
game.

Thanks,

Linda
(231) 724-6705

PRODUCER

Dolliff, Inc. Insurance
6465 Waysata Blvd., Suite 850
St. Louis Park MN 55426

John G.B. Allen

Phone No. 612-593-7400 Fax No. 612-593-7444

INSURED

Summit Pyrotechnics Inc.
Steve Franklin
2866 Vandenberg Road
Muskegon MI 49444

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

COMPANIES AFFORDING COVERAGE

COMPANY

A

Lexington Insurance Company

COMPANY

B

COMPANY

C

COMPANY

D

COVERAGES

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY	8539169	06/15/99	06/15/00	GENERAL AGGREGATE \$ * 1,000,000
	☒ COMMERCIAL GENERAL LIABILITY				PRODUCTS - COM/OP AGG \$ 1,000,000
	☐ CLAIMS MADE ☒ OCCUR				PERSONAL & ADV INJURY \$ 1,000,000
	☐ OWNERS & CONTRACTOR'S PROT				EACH OCCURRENCE \$ 1,000,000
	☒ \$2,500 Deductible				FIRE DAMAGE (Any one fire) \$ 50,000
	☐ per occurrence				MED EXP (Any one person) \$ Excluded
	AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT \$
	☐ ANY AUTO				BODILY INJURY (Per person) \$
	☐ ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
	☐ SCHEDULED AUTOS				PROPERTY DAMAGE \$
	☐ HIRED AUTOS				
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$
	☐ ANY AUTO				OTHER THAN AUTO ONLY: \$
	☐				EACH ACCIDENT \$
	☐				AGGREGATE \$
	EXCESS LIABILITY				EACH OCCURRENCE \$
	☐ UMBRELLA FORM				AGGREGATE \$
	☐ OTHER THAN UMBRELLA FORM				\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				EL EACH ACCIDENT \$
	THE PROPRIETOR/ PARTNERS/EXECUTIVE OFFICERS ARE: ☐ INCL ☐ EXCL				EL DISEASE - POLICY LIMIT \$
					EL DISEASE - EA EMPLOYEE \$
	OTHER				

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

* Includes limit per display-See attached addendum

CERTIFICATE HOLDER

MUSKEGO

City of Muskegon
City Hall
Muskegon MI

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT. BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

John G.B. Allen

ACORD CORPORATION 1998

ACORD 25-S (1/96)

Summit Pyrotechnics, Inc.
2866 Vandenberg Road
Muskegon, MI 49444

ADDENDUM

The City of Muskegon and all elected and appointed, all employees and volunteers, all board commissions or authorities and their board members, employees and volunteers, County of Muskegon and Muskegon Fury Hockey Club are named as Additional Insureds with respect to February 2, 2000 Pyrotechnic Display indoor at L.C. Walker Arena

Potter, Linda

From: Grabinski, Bob
Sent: Tuesday, January 18, 2000 11:01 AM
To: Potter, Linda
Subject: Fireworks Display Application

The application for the display at the All-Star game to be held on February 2, 2000 may be approved with the following conditions:

1. The fireworks material must be brought to the arena at the time of the show. This is due to a lack of storage space at the arena.
2. The site and display set-up will be inspected and approved by this office prior to final approval being granted.
3. Proper insurance documentation must be submitted to your office.

Thanks,
Bob

Commission Meeting Date: January 25, 2000

Date: January 11, 2000
To: Honorable Mayor and City Commissioners
From: Planning & Economic Development *CBC*
RE: Sale of Urban Renewal Property on Albert Ave. for Infill Housing Program

SUMMARY OF REQUEST:

Approval of resolution to proceed with the sale of Urban Renewal property on the south side of Albert Ave., east of Creston St., to Bethany Nichols of 531 S. Getty Ave., Muskegon. This sale will join two parcels together to create one buildable parcel measuring 74' x 132'. The property was appraised with a value of \$3,500.00. Ms. Nichols has submitted a bid of \$3,500.00. There were no other bidders. Ms. Nichols plans to construct a home on the site as part of the City's HOME Infill Housing Program.

FINANCIAL IMPACT:

Sale will allow the property to be placed back on the City's tax rolls and will relieve the City from further maintenance. Pursuant to the conditions of sale, Ms. Bethany Nichols agrees to construct a single-family residence upon the lot within 18 months of the date of sale.

BUDGET ACTION REQUIRED:

None

STAFF RECOMMENDATION:

Staff recommends approval of the resolution and authorization for the Mayor and Clerk to sign off on the deed.

COMMITTEE RECOMMENDATION:

The Committee of the Whole will review the request at their 1/24 meeting.

CITY OF MUSKEGON

RESOLUTION #2000-19(g)

RESOLUTION APPROVING THE SALE OF URBAN RENEWAL LOT ON ALBERT AVE.

WHEREAS, Bethany Nichols has submitted a bid of \$3,500.00 for the W 5 ft. Lot 276 & E 3 ft. Lot 277, Urban Renewal Plat No. 2 and the W 2 ft. Lot 275 & E 64 ft. Lot 276, Urban Renewal Plat No. 2, located on the south side of Albert Ave., east of Creston St. The appraised value of the property is \$3,500.00;

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

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

WHEREAS, the City Commission has approved the HOME Infill Housing Program, and Ms. Nichols plans to construct a home through this program;

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

NOW, THEREFORE BE IT RESOLVED, that the W 5 ft. Lot 276 & E 3 ft. Lot 277, Urban Renewal Plat No. 2 and the W 2 ft. Lot 275 & E 64 ft. Lot 276, Urban Renewal Plat No. 2, located on the south side of Albert Ave., east of Creston St., be sold to Bethany Nichols for \$3,500.00.

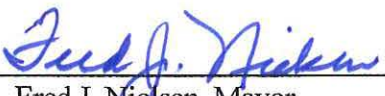
Resolution adopted this 25th day of January, 2000.

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

Nays: None

Absent: None

By: _____


Fred J. Nielsen, Mayor

Attest: _____


Gail A. Kunding, Clerk

CERTIFICATION

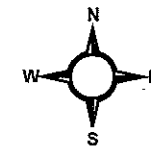
This resolution was adopted at a regular meeting of the City Commission, held on January 25, 2000. The meeting was properly held and noticed pursuant to the Open Meetings Act of the State of Michigan, Act 267 of the Public Acts of 1976.

CITY OF MUSKEGON

By


Gail A. Kunderger, Clerk

City of Muskegon Residential Property Sales - Albert Ave.



Kundinger, Gail

From: Brubaker-Clarke, Cathy
Sent: Tuesday, January 25, 2000 9:18 AM
To: Kundinger, Gail
Cc: Mazade, Bryon
Subject: Sale of City Property for Infill Housing

Gail, could you please pass this on to the Commission?

The lots being sold to Ms. Nichols are both legal lots of record. One has 66' frontage, the other has 8' frontage. The lot to the West of the 8' lot is not owned by the City, so it didn't make sense to keep that on it's own. The lot to the East of the 66' lot is owned by the City, and has a 69' frontage. Ms. Nichols did not need the additional lot for her house. The 74' frontage she is purchasing is adequate for the width of her house.

QUITCLAIM DEED

The Seller, **City of Muskegon**, a Michigan municipal corporation, whose address is, 933 Terrace Street, P.O. Box 536, Muskegon, Michigan 49443-0536, quitclaims to the Purchaser, **Bethany Nichols**, whose address is **531 Getty Street, Muskegon, MI 49442**, the premises in city of Muskegon, Muskegon County, Michigan, described as:

**Urban Renewal Plat No 2 W 2 Ft Lot 275 & E 64 Ft Lot 276 &
Urban Renewal Plat No 2 W 5 Ft Lot 276 & E 3 Ft Lot 277**

commonly known as **Vacant Land on Albert**, for \$3,500, subject to easements and building and use restrictions of record and a Purchaser, Sale and Loan Agreement executed contemporaneous with this deed.

This deed is exempt from county and state real estate transfer tax pursuant to MCL 207.505(h)(i) and MCL 207.526(h)(i), respectively.

Dated: April 28, 2000

Signed in the presence of:

Linda S. Potter
Linda S. Potter

Shauna Hull
Shauna Hull

Signed:

City of Muskegon, a Michigan municipal corporation

By: Fred Nielsen
Fred Nielsen, City Mayor

By: Gail Kundinger
Gail Kundinger, City Clerk

STATE OF MICHIGAN
COUNTY OF MUSKEGON

The foregoing instrument was acknowledged before me this 28 day of
April, 2000, by Fred Nielsen, City Mayor and Gail Kunding, City Clerk on
behalf of the City of Muskegon, a Michigan municipal corporation.

Linda S. Potter
Linda S. Potter
Notary Public, Muskegon Co., MI
My commission expires: 7-25-02

Prepared by and When Recorded Return to:
John C. Schrier
Parmenter O'Toole
175 W. Apple Avenue
P. O. Box 786
Muskegon, MI 49443-0786
Telephone: 231.722.1621

SEND FUTURE TAX BILLS TO: Purchaser

Tax parcel #:

Recording fee:

Transfer tax:

Commission Meeting Date: January 25, 2000

Date: January 14, 2000
To: Honorable Mayor and City Commissioners
From: Planning & Economic Development *cbc*
RE: Muskegon Rescue Mission Lease Agreement

SUMMARY OF REQUEST:

Approval to enter into a lease agreement with the Muskegon Rescue Mission, of 1691 Peck St., for property on the corner of Laketon Ave. and Park St. The subject property was part of the City's 1996 purchase of trail property from Laketon Ave. to Grand Ave., but this particular piece is not necessary for the trail. However, since the trail property was purchased as part of the golf course conversion, the City cannot sell the property. The Rescue Mission's Men's Shelter is located adjacent to the subject property, and they are planning to move their retail store also to that location. They plan to use the subject property for extra parking. The proposed lease agreement is for thirty years and the Rescue Mission has signed the agreement.

FINANCIAL IMPACT:

The proposed lease agreement is for a \$1 rent for the property for the thirty-year lease, since the lease is for non-profit purposes which are of benefit to the City.

BUDGET ACTION REQUIRED:

None

STAFF RECOMMENDATION:

Staff recommends approval of the lease agreement.

COMMITTEE RECOMMENDATION:

The Committee of the Whole will review the request at their 1/24 meeting.

LEASE ASSIGNMENT

(City of Muskegon)

Lakeshore Rescue Missions, a Michigan Ecclesiastical Corporation, whose address is 166 South River Avenue, Holland, Michigan 49423, (the "Assignor"), hereby assigns to Muskegon Rescue Mission, a Michigan Ecclesiastical Corporation, whose address is 1691 Peck Street, Muskegon, Michigan, (the "Assignee"), the lease which is described herein in accordance with the terms and conditions of this assignment.

RECITALS

WHEREAS, Lakeshore Rescue Missions had operated and conducted business as Muskegon Rescue Missions within the City of Muskegon;

AND WHEREAS, a separate ecclesiastical corporation has been formed to operate the Muskegon Rescue Mission;

AND WHEREAS, such new corporation is also called the Muskegon Rescue Mission;

AND WHEREAS, the property which was leased from the City of Muskegon by the Assignor is used in conjunction with the Muskegon Rescue Mission which will be run and operated by the Assignee;

AND WHEREAS, therefore, the said lease should be assigned to the Muskegon Rescue Mission;

AND WHEREAS, the parties have entered into an agreement as to the assignment of such lease.

Now, therefore, an assignment of lease is hereby made as follows:

1. Assignment. The Assignor hereby assigns to the Assignee the Lessor's interest in a lease dated on or about January 12, 2000 between the Assignor and the City of Muskegon. This assignment is made without the payment of any consideration, and is exempt under MCL 207.505(a); MCL 207.526(a).

2. Approval. This assignment is made subject only to Muskegon Rescue Mission obtaining approval for this assignment by and from the City of Muskegon. It is acknowledged that the Assignee shall have the obligation and liability for obtaining such approval.

3. True Copy. A true copy of the said lease which is being assigned herein is attached hereto. The said lease remains in full force and effect, and has not been amended or modified in any way, except as outlined in this lease assignment.

4. Acceptance. Muskegon Rescue Mission hereby accepts the said lease assignment, and all of the obligations of the Lessee in such lease. Muskegon Rescue Mission hereby further agrees to hold Lakeshore Rescue Missions harmless

from any liability which may arise pursuant to the said lease. Muskegon Rescue Mission also hereby acknowledges that it shall obtain and provide insurance as is required by the said lease.

5. Effect. This assignment shall be binding upon the Assignor and the Assignee. This assignment should be interpreted in accordance with the laws for the State of Michigan.

In witness thereof on this 28th day of March, 2000.

WITNESSES:


James A. Donkersloot


Darryl Bartlett

WITNESSES:

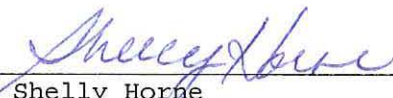

James A. Donkersloot


Darryl Bartlett

Assignor:

Lakeshore Rescue Missions

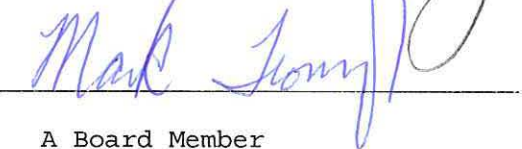
By: 
Michael Boeve
Its President

By: 
Shelly Horne
Its Secretary

Assignee:

Muskegon Rescue Mission

By: 
Orrin Bailey
Its President

By: 
A Board Member

On this 28th day of March, 2000, before me, a Notary Public, personally appeared Michael Boeve and Shelly Horne, as President and Secretary of Lakeshore Rescue Missions, on behalf of such entity.

James A. Donkersloot
Notary Public
Ottawa County, Michigan
My commission expires: December 4, 2003

On this 28th day of March, 2000, before me, a Notary Public, personally appeared Orrin Bailey and Mark Tromp, as President and as an authorized Board Member of Muskegon Rescue Mission, on behalf of such entity.

James A. Donkersloot
Notary Public
Ottawa County, Michigan
My commission expires: December 4, 2003

- 3 -

LEASE

THIS INDENTURE, made effective the 1st day of January, 2000, by and between the CITY OF MUSKEGON, a Michigan municipal corporation, 933 Terrace Street, Muskegon, MI 49440 ("LESSOR"), and the MUSKEGON RESCUE MISSION, a Michigan Non-Profit Corporation, of 1691 Peck Street, Muskegon, MI 49441 ("LESSEE").

WITNESSETH

1. DESCRIPTION OF LAND. That in consideration of the rents and covenants herein reserved and contained on the part of the LESSEE to be paid, performed and observed, said LESSOR hereby leases to said LESSEE and LESSEE does hereby hire and take from LESSOR the land described as:

Lot 4 of Block 460 of the Revised Plat of the City of Muskegon.

2. TERM. The term of this lease shall be for thirty (30) years, commencing January 1, 2000, and ending December 31, 2030, both dates inclusive unless sooner terminated as herein provided.

3. COMPENSATION OR RENT. LESSEE shall pay to LESSOR One Dollar (\$1) for the rent applicable to the entire period, it being the intent that this lease is for non-profit purposes which are of benefit to the City.

4. TAXES. LESSEE shall pay as additional rent before any fine, penalty, interest or cost may be added thereto for the nonpayment thereof, all real estate taxes, assessments, water charges and governmental levies and charges, general and special, ordinary and extraordinary, unforeseen as well as foreseen, of any kind, which are assessed or imposed upon the leased property or any part thereof, or become payable during the term of this lease. LESSEE shall furnish to LESSOR for LESSOR'S inspection within thirty (30) days after the date any amount is payable by LESSEE, as provided in this paragraph, official receipts of the appropriate taxing authority or other proof satisfactory to LESSOR evidencing payment.

5. UTILITIES. The LESSEE shall pay all charges for gas, electricity, light, heat, water, power and telephone or other communication service used, rendered or supplied upon or in connection with the leased property, and shall indemnify the LESSOR against any liability or damages on such account.

6. RIGHT OF LESSOR TO LEASE PREMISES. The LESSOR covenants and warrants that it is in lawful possession and control of said premises, and has the authority to enter into this lease agreement.

7. QUIET ENJOYMENT. LESSOR covenants that LESSEE, on payment of all the aforesaid installments and performing all the covenants aforesaid, shall and may peacefully and quietly have, hold and enjoy the said demised premises for the term hereof. LESSOR agrees to

put LESSEE in possession of the demised premises at the commencement of the term of this lease.

8. USE OF PREMISES. LESSEE is granted the right during the term of this lease, or any renewals hereof, to occupy and use the leased premises for the limited purpose of parking and other uses not involving any structure, except appropriate paving, landscaping and lighting of the premises. In the event the premises is used for any purpose not constituting LESSEE's charitable purposes, this lease shall terminate as set forth herein.

9. LESSEE'S ACCEPTANCE OF PROPERTY AS IS. LESSEE accepts the leased premises in its existing condition. No representation, statement or warranty, express or implied, has been made by or on behalf of LESSOR as to such condition, or as to the use that may be made of such property. In no event shall LESSOR be liable to LESSEE for any defect in such property or for limitations on its use. No representation or warranty of habitability, express or implied, has been made by or on the behalf of LESSOR to LESSEE.

10. MAINTENANCE. LESSEE shall, at its own expense, make all necessary repairs and replacements to the leased property.

11. ALTERATIONS OR IMPROVEMENTS. LESSEE shall not make any alterations, additions, or improvements to the premises except with the written consent of LESSOR. Any alteration, addition or improvement made by the LESSEE after such consent shall have been given, and any fixtures installed as part thereof, shall become the property of LESSOR upon the expiration or other sooner termination of this lease, provided, however, that LESSOR shall have the right to require LESSEE to remove such fixtures, additions or improvements at LESSEE'S cost upon such termination of this lease provided that in the event of any such removal, LESSEE shall make all repairs necessitated by such removal so as to leave the premises in like condition as when taken except for ordinary wear and tear.

12. PUBLIC ORDERS AND ZONING. LESSEE shall, at its own expense, make all alterations, improvements, or repairs in the leased premises that may be ordered by public authorities, or required by changes in or additions to state and local zoning ordinances.

13. SECURITY. LESSOR shall not be liable for any injury to the person or property of the LESSEE or any other persons caused by the criminal acts of third persons occurring at the leased premises.

14. INSURANCE.

(a) LESSEE shall, at its own expense, maintain policies of fire and extended coverage insurance on the property herein leased and on all improvements thereto in an amount equal to the full insurable value thereof, which policy shall name LESSOR as an additional insured. At the request of LESSOR, at any time, LESSEE shall furnish LESSOR evidence that such insurance is in force.

(b) LESSEE shall, at its own expense, provide and keep in force general public liability insurance protecting LESSEE and LESSOR against all claims for damages to person or property or for loss of life or of property occurring upon, in, or about the leased property, the streets, gutters, sidewalks, curbs, or vaults adjacent thereto, to such limits as LESSOR may reasonably, from time to time, require in respect to injuries to any one person, in respect to any one accident or disaster or incident of negligence, and in respect to property damage. Limits of Three Hundred Thousand Dollars (\$300,000) in respect to injuries to any one person, Five Hundred Thousand Dollars (\$500,000) in respect to any one accident or disaster or incident of negligence and One Hundred Thousand Dollars (\$100,000) in respect to property damage are deemed reasonable as of the date hereof.

(c) LESSEE shall, at its own expense, provide and keep in force such other insurance against other insurable hazards in such amounts as may from time to time be required by LESSOR, provided that such insurable hazards are commonly insured against with respect to similar premises, due regard being given to the height and type of construction, location, use and occupancy.

(d) LESSEE agrees to protect, defend, indemnify and hold harmless LESSOR from and against any and all liabilities, losses, damages, claims, demands or judgments of any nature whatsoever arising from any injury to or the death of any person, or damage to property, in any manner growing out of or in connection with the use, non-use, condition or occupation of the leased premises or any part thereof, or the ownership, occupancy or use thereof, whether by LESSOR, LESSEE, or any other person, from and after the commencement of the term hereof until the premises are re-delivered to LESSOR upon the termination of this lease, or any extension thereof, provided, however, that LESSEE shall be relieved from and shall have no further obligation to defend and indemnify LESSOR as specified herein, if, and so long as LESSEE shall obtain and maintain in force general public liability insurance covering LESSOR as the insured, and providing the same extent and amount of coverage as LESSEE is required to obtain for itself under this paragraph.

15. COMPLIANCE WITH LAWS. LESSEE, under penalty of forfeiture and damages, agrees to promptly comply with all requirements of law and with all ordinances, regulations or orders of any state, municipal or other public authority affecting all or any part of the leased premises and with all requirements of the Board of Fire Underwriters or similar body and of any liability insurance company insuring the LESSOR against liability for accidents in or connected with all or any part of the leased premises, and LESSEE further agrees to save LESSOR harmless from any and all penalties, fines or liabilities that may result from LESSEE'S failure to so comply.

16. RISK OF LOSS. During the term of this lease, and any extension or renewal thereof, the risk of loss with respect to all risks insurable under a fire and extended coverage insurance policy meeting the requirements of the laws of the State of Michigan, together with the risk of loss with respect to all uninsurable losses to the premises which are subject to the control or prevention by LESSEE, shall rest upon LESSEE.

17. SUBROGATION. LESSEE, its officers, agents or employees shall not be liable for damage to the leased premises or for interruption of rent resulting from any of the perils covered by fire and extended coverage insurance, or which would be covered if such insurance were in force, and LESSOR agrees not to sue for such damage and that every applicable policy of insurance will contain or be endorsed with the standard waiver of subrogation clause. LESSOR shall not be liable for damage to the property or business of LESSEE in or on the leased premises resulting from any of the perils covered if such insurance were in force, and LESSEE agrees not to sue for such damage and that every applicable policy of insurance will contain or be endorsed with the standard waiver of subrogation clause.

18. LIENS AND ENCUMBRANCES. LESSEE covenants that LESSEE will not create or permit to be created or to remain, and will promptly discharge, at LESSEE'S sole cost and expense, any lien, encumbrance or charge upon the leased premises or any part thereof, or upon LESSEE'S leasehold interest therein, which lien, encumbrance or charge arises out of the use or occupancy of the leased premises by LESSEE or by reason of any labor or materials furnished or claimed to have been furnished to LESSEE or by reason of any construction, alteration, addition, repair or demolition of any part of the leased premises. The existence of any construction, mechanic's, laborer's, materialman's, supplier's or vendor's lien, or any right in respect thereof, shall not constitute a violation of this paragraph, if payment is not yet due upon the contract or for the goods or services in respect of which any such lien has arisen or where there is a good faith dispute relating thereto, provided that in such event LESSEE shall promptly prosecute an action to resolve the validity of the lien. Nothing contained in this lease shall be construed as constituting the consent or request of LESSOR, expressed or implied, to any contractor, subcontractor, laborer, materialman or vendor to or for the performance of any labor or construction, alteration, addition, repair or demolition of or to the leased premises or any part thereof. Notice is hereby given that LESSOR will not be liable for any labor, services or materials furnished or to be furnished to LESSEE, or to anyone holding the leased premises or any part thereof through or under LESSEE, and that no mechanic's or other liens for any such labor or materials shall attach to the interest of LESSOR in and to the leased premises.

19. ASSIGNMENT OR SUBLETTING. LESSEE shall not assign, mortgage, or encumber this lease, nor sublet or permit the leased property or any part thereof to be used by others, without the prior written consent of LESSOR in each instance. If this lease is assigned, or if the leased property or any part thereof is sublet, or occupied by anybody other than the LESSEE, LESSOR may immediately terminate this lease.

20. EMINENT DOMAIN. If the leased premises are taken by a public authority under power of eminent domain, LESSEE shall be entitled to a pro rata refund of any rent paid in advance. LESSOR and LESSEE, in any condemnation proceedings, shall each be entitled to recover their own damages, provided that LESSEE agrees to cooperate with LESSOR in LESSOR'S attempt to recover damages in any such condemnation proceedings and to furnish any and all information that LESSOR may request in such attempt and provided further that LESSOR agrees to cooperate with LESSEE in LESSEE'S attempt to recover damages in any such condemnation proceedings and to furnish any and all information that LESSEE may request in such attempt.

21. DEFAULT AND REPOSSESSION. If the leased property shall be deserted or vacated, or if proceedings are commenced against LESSEE in any court under a bankruptcy act or for the appointment of a trustee or receiver of LESSEE'S property either before or after the commencement of the lease term, or if there shall be a default in the payment of rent or any part thereof for more than five (5) days after written notice of such default by LESSOR, or if there shall be default in the performance of any other covenant, agreement, condition, rule or regulation herein contained or hereafter established on the part of LESSEE for more than twenty (20) days after written notice of such default by LESSOR, or if LESSEE attempts to assign the lease or use the property for other than charitable purposes, this lease (if LESSOR so elects) shall there upon become null and void, and LESSOR shall have the right to reenter or repossess the leased property, either by force, summary proceedings, surrender, or otherwise, and dispossess and remove therefrom LESSEE, or other occupants thereof, and their effects, without being liable to any prosecution therefor. In such case, LESSOR may, at its option, relet the leased property or any part thereof, as the agent of LESSEE, and LESSEE shall pay LESSOR the difference between the rent hereby reserved and agreed to be paid by LESSEE for the portion of the term remaining at the time of reentry or repossession and the amount, if any, received or to be received under such reletting for such portion of the term. LESSEE hereby expressly waives the service of notice of intention to reenter or of instituting legal proceedings to that end. LESSEE agrees to pay all expenses and damages incurred by LESSOR as a result of LESSEE'S default, including LESSOR'S attorney fees.

22. CURING OF LESSEE'S DEFAULT. If LESSEE shall fail to perform any of its obligations hereunder, LESSOR may, if it so elects, and after five (5) days prior notice to LESSEE, cure such default at LESSEE'S expense, and LESSEE agrees to reimburse LESSOR (as additional rent) for all costs and expenses incurred as a result thereof upon demand.

23. RIGHT TO SHOW THE PREMISES. LESSEE agrees that ninety (90) days prior to the expiration of the term of this lease, or any extension hereof, LESSOR may display in and about the demised premises "For Rent" or "For Sale" signs and may have reasonable access to the demised premises for the purpose of exhibiting same to prospective tenants.

24. SURRENDER. LESSEE shall quit and surrender the premises at the expiration of the lease term, in as good a state and condition as the premises were at the commencement of the term, reasonable use and wear thereof excepted.

25. HOLDING OVER. It is agreed that any holding over by LESSEE upon expiration of the term of this lease or any extension hereof, shall operate as an extension of this lease from month to month only.

26. SHORT FORM OF LEASE. At the request of either LESSOR or LESSEE, the parties hereto shall execute a Short Form of Lease for recording purposes. Said Short Form of Lease shall contain a legal description of the demised premises and a statement of the term of this lease, a statement of the rights of LESSEE under this lease and such other provisions as LESSOR and LESSEE shall deem it advisable to include. In the event that commencement date or the termination date of this lease has not been precisely determined at the time of the execution of the Short Form of Lease, either party hereto may request and both parties shall

execute a modification thereto at any subsequent time by which the term of this lease shall be precisely specified.

27. NOTICES. Any notice required to be given in writing under the provisions of this lease shall be deemed to be delivered if given personally to the party entitled to such notice or if deposited in the United States Mail and addressed with the business address of the party entitled to such notice with postage thereon fully prepaid.

28. WAIVER. One or more waivers of any covenant or condition by LESSOR shall not be construed as a waiver of a subsequent breach of the same covenant or condition.

29. LAWS OF MICHIGAN TO GOVERN. This lease agreement shall be interpreted under the laws of the State of Michigan.

30. BINDING UPON SUCCESSORS AND ASSIGNS. This lease shall be binding upon the parties hereto and their respective heirs, administrators, personal representatives, successors and assigns.

IN WITNESS WHEREOF, the LESSOR and the LESSEE have caused this indenture to be executed the day and year first above written.

LESSOR: CITY OF MUSKEGON,
a Michigan municipal corporation

Dated: 2-3-00

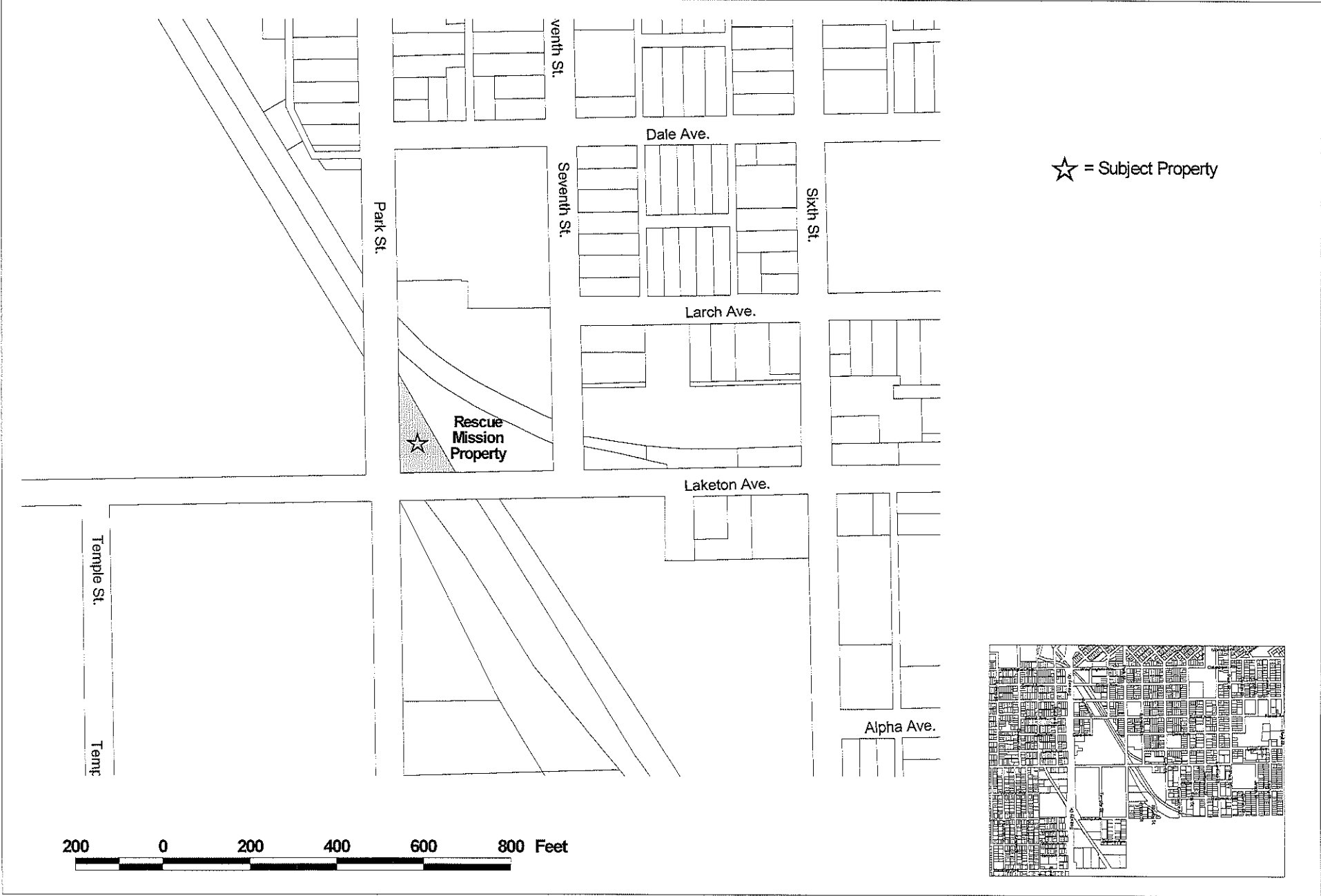
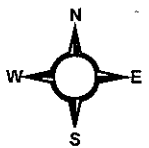
Fred J. Nielsen
Fred J. Nielsen, Mayor
Gail A. Kunding
Gail A. Kunding, Clerk

LESSEE: MUSKEGON RESCUE MISSION
a Michigan non-profit corporation dba of
Lakeshore Rescue Missions, Inc.

Dated: 1-12-00

By [Signature]
Its Business Director

City of Muskegon
City-Owned Property - Laketon/Park



Date: 1/17/2000
To: Honorable Mayor and City Commission
From: Randy Smith, Equipment Supervisor DPW
RE: Budgeted Vehicle Replacements

SUMMARY OF REQUEST: Approval to purchase three Detective cars from Buff Whelen Chevy for \$14,229.56 each. From Bill Snethkamps Dodge one ¾ ton 4x4 pick up \$17,870.47, and one 1ton 4x4 chassis cab \$18,706.47. From Red Holman GMC one GMC Sonoma \$10,591.00, two ¾ ton extend cab 2wd pick ups \$17,715.00 each, one 1 ton chassis cab \$17,115.00.

FINANCIAL IMPACT: \$142,401.62 (Equipment Fund)

BUDGET ACTION REQUIRED: None \$153,000.00 is budgeted for these purchases.

STAFF RECOMMENDATION: Approve purchase of three Detective cars from Buff Whelen Chevy for \$14,229.56 each. From Bill Snethkamps Dodge one ¾ ton 4x4 pick up \$17,870.47, and one 1ton 4x4 chassis cab \$18,706.47. From Red Holman GMC one GMC Sonoma \$10,591.00, two ¾ ton extend cab 2wd pick ups \$17,715.00 each, one 1 ton chassis cab \$17,115.00. At a total cost of \$142,401.62.

COMMITTEE RECOMMENDATION:

Committee of the Whole will review this item on 1/24/2000.

Note: All units being requested will be purchase from one of three group purchasing agreements.

1. Oakland County Purchasing—All dealers in Oakland County
2. Macomb County Purchasing—All dealers in Macomb County
3. State of Michigan Contract –All dealers in the state.

Detective Car

<u>Bidder</u>	<u>Model</u>	<u>Each</u>		<u>Total</u>
Macomb County				
Signature Ford	Ranger	\$10,852.00	X 1 Units	\$10,852.00
Oakland County				
Red Holman GMC	Sonoma	\$10,591.00		\$10,591.00
Buff Whelen	S10	\$10,605.36		\$10,605.36
State Contract				
Bill Snethkamps Dodge	Dakota	\$14,229.56		\$42,688.68
Replacing 20471--1989, 70,000 miles, 20472--1989, 64,000 miles, 20474-- 1989, 66,000 miles				

3/4ton ex cab

<u>Bidder</u>	<u>Model</u>	<u>Each</u>		<u>Total</u>
Macomb County				
Signature Ford	F250	\$18,757.00	X 2 Units	\$37,514.00
Oakland County				
Red Holman GMC	TC2500	\$17,715.00		\$35,430.00
Buff Whelen	CC2500	\$17,723.27		\$35,446.54
State Contract				
Bill Snethkamps Dodge	BR2L34	\$18,218.47		\$36,436.94
Replacing 30497--1987, 90,000 miles, 30501--1988, 97,000 miles				

1 Ton 4X4 Chassis

<u>Bidder</u>	<u>Model</u>	<u>Each</u>		<u>Total</u>
Macomb County				
Signature Ford	F350	\$21,114.00	X 1 Units	\$21,114.00
Oakland County				
Red Holman GMC	TK3500	\$20,622.00		\$20,622.00
Buff Whelen	Ck3500	\$19,797.13		\$19,797.13
State Contract				
Bill Snethkamps Dodge	BR8L63	\$18,706.47		\$18,706.47
Replacing 30529--1993, 90,000 miles				

Mini Pick up

<u>Bidder</u>	<u>Model</u>	<u>Each</u>		<u>Total</u>
Macomb County				
Signature Ford	F350	\$21,114.00	X 1 Units	\$21,114.00
Oakland County				
Red Holman GMC	Sonoma	\$10,591.00		\$10,591.00
Buff Whelen	S10	\$10,605.36		\$10,605.36
State Contract				
Bill Snethkamps Dodge	Dakota	\$10,849.47		\$10,849.47
Replacing 30507--1989, 72,000 miles				

:

Sign Truck chassis				
<u>Bidder</u>	<u>Model</u>	<u>Each</u>		<u>Total</u>
Macomb County				
Signature Ford	F350	\$17,978.00	X 1 Units	\$17,978.00
Oakland County				
Red Holman GMC		\$17,115.00		\$17,115.00
Buff Whelen		\$17,246.73		\$17,246.73
State Contract				
Bill Snethkamps Dodge		\$17,206.47		\$17,206.47
Replacing 30510--1990, 65,000 miles				

3/4ton 4X4

<u>Bidder</u>	<u>Model</u>	<u>Each</u>		<u>Total</u>
Macomb County				
Signature Ford	F250	\$19,518.00	X 1 Units	\$19,518.00
Oakland County				
Red Holman GMC	TK2500	\$19,267.00		\$19,267.00
Buff Whelen	CK2500	\$19,319.68		\$19,319.68
State Contract				
Bill Snethkamps Dodge	BR7L62	\$17,870.47		\$17,870.47
Replacing 30106--1988, 65,000 miles				

Date: 1/17/2000
To: Honorable Mayor and City Commission
From: Randy Smith, Equipment Supervisor DPW
RE: Plow Truck Chassis

SUMMARY OF REQUEST: Approval of Bid by Woodland International Trucks, Inc. for two new plow truck chassis, for \$45,982.25 each, price held over for last two years.

FINANCIAL IMPACT: Bid of \$45,982.25 each for a total of \$91,964.50

BUDGET ACTION REQUIRED: None, \$140,000 is budgeted for this purchase.

STAFF RECOMMENDATION: Recommend approval of purchase of two plow truck chassis from Woodland International Trucks Muskegon, Inc. for \$91,964.50.

Memorandum

To: Robert Kuhn
From: Randy Smith
Date: 01/17/00
Re: Plow Trucks

Bob, after talking with Woodland IHC about the purchase of our two budgeted plow truck chassis, they have agreed to hold the same price that we have paid for the last two years, since 1998. I called around to the other dealers that normally bid against them and found that this is still a good price. There for I recommend that we request commission approval to purchase these units from them at the 1998 price.

We will be requesting four minor changes to the spec. to improve the quality and comfort of the units. We will switch to a standard hood to avoid some cracking we were experiencing with the butterfly hoods. We will also switch to a push button shifter, and a tilt steering column to make the cab more user friendly.

<u>Description</u>	<u>Price</u>
Total Factory List Price Including Options: 60 MONTHS/100,000 MILE ENGINE WARRANTY 94114C	\$62,798.00
Total Preparation And Delivery:	\$160.00
Total Freight:	\$975.00
Total Factory List Price Including Freight:	\$63,933.00
Less Customer Allowance:	(\$17,959.67)
Total Vehicle Price:	\$45,973.33
Total Sale Price:	\$45,973.33
Total Per Vehicle Sales Price:	\$45,973.33
Total Net Sales Excluding Taxes:	\$45,973.33
TITLE FEE	
Total License, Title:	\$11.00
Net Sales Price:	\$45,984.33

Please feel free to contact me regarding these specifications should your interests or needs change. I am confident you will be pleased with the quality and service of an International vehicle.

2000 MODEL YEAR

FACTORY ORDERED CHASSIS

YOU MAY SPECIFY THE PRODUCTION MONTH

NET ON DELIVERY

INCLUDED: OPERATORS MANUAL

ENGINE OPERATION AND MAINTENANCE MANUAL

CHASSIS LINE SETTING TICKET

TEMPORARY FUEL TANK TO BE RETURNED TO WOODLAND INT'L TRKS

OPTIONS: STANDARD HOOD

PUSH BUTTON W.T. CONTROL

TILT/TELESCOPIC STEERING COLUMN

COLOR 9219 WINTER WHITE

DEDUCT \$ 240.82

ADD \$ 7.61

ADD \$ 231.13

N/C

45,984.33
 - 240.82
 + 7.61
 + 231.13

 TOTAL \$45,982.25

-2.08
 CHATMAN

Approved by Seller:

Accepted by Purchaser:

Official Title and Date

Firm or Business Name

Date: 1/17/2000
To: Honorable Mayor and City Commission
From: Randy Smith, Equipment Supervisor DPW
RE: 2000 Police Cruiser Purchase

SUMMARY OF REQUEST: Purchase of 8 Ford Crown Victoria Patrol Cars from Jorgensen Ford, State purchasing contract, at \$20,515.00 each for a total of \$164,120.00.

FINANCIAL IMPACT: \$164,120.00 (Equipment Fund)

BUDGET ACTION REQUIRED: None, \$176,000.00 is budgeted for this purchase.

STAFF RECOMMENDATION: Purchase of 8 Crown Vics from Jorgensen Ford for a total of \$164,120.00, to replace existing units.

1999 price per unit--\$20,173.00

2000 State Purchasing Contract/ per unit--\$20,515.00

:

Patrol/Community Cars				
State Bid				
Jorgensen Ford		\$20,515.00	X 8 Units	\$164,120.00
Oakland County				
Shaheen Ford		\$20,697.30		\$165,578.40
Macomb County				
Signature Ford		\$20,730.10		\$165,840.80
6 Patrol, 2 Community				

JORGENSEN FORD
8333 MICHIGAN AVE
DETROIT, MICHIGAN
48210

313 6842250
313 5842696 FAX

January 14, 2000

CITY OF MUSKEGON
ATTENTION: MR RANDY SMITH
RE: 2000 POLICE INTERCEPTOR STATE BID

DEAR RANDY,

THE 2000 PRICING ON THE POLICE INTERCEPTORS, IDENTICAL TO YOUR LAST ORDER IS:

BASE PRICE	\$20190.00
AUX FUSE BLOCK	45.00
ALL CARS KEYED ALIKE	45.00
AM/FM RADIO	275.00
VINYL REAR SEAT	<u>95.00</u>

TOTAL \$20650.00

FOB DETROIT TERMS NET 10 DAYS

DELIVERY IF REQUIRED \$1.00 PER MILE OR \$15.00 PER HOUR WHICHEVER WORKS OUT
BETTER FOR YOU.

THANK YOU,


J.M. LAMARR
FLEET SALES MANAGER

(313)584-2464 FAX (313) 584-2696

Handwritten notes:
minors
27-70.00
29-65.00
Roof rack
Deck LIGHTS

Handwritten:
70,515.00
TOTAL

Commission Meeting Date: January 25, 2000

Date: January 13, 2000
To: Honorable Mayor and City Commissioners 
From: Planning & Economic Development
RE: Alley Vacations in the Samburt Park Addition Subdivision

SUMMARY OF REQUEST:

Request for vacation of several alleys in the Samburt Park Addition, block bounded by Evanston Ave., Burton Rd., Samburt St. and Flower Ave. This request only includes the alleys indicated on the attached map.

FINANCIAL IMPACT:

None

BUDGET ACTION REQUIRED:

None

STAFF RECOMMENDATION:

Staff recommends vacation of the proposed alleys with the condition that all City easement rights be retained.

COMMITTEE RECOMMENDATION:

The Planning Commission recommended vacation of the proposed alleys with the condition that all City easement rights be retained. The Committee of the Whole will review the request at their 1/24 meeting.

CITY OF MUSKEGON

RESOLUTION 2000-19(1)

RESOLUTION TO VACATE A PUBLIC ALLEY

WHEREAS, a petition has been received to vacate several alleys in the Samburt Park Addition subdivision, City of Muskegon; and

WHEREAS, the Planning Commission held a public hearing on January 11, 2000 to consider the petition and subsequently recommended the vacation; and

WHEREAS, due notice had been given of said hearing as well as the January 25, 2000 City Commission meeting to consider the recommendation of the Planning Commission;

NOW, THEREFORE, BE IT RESOLVED that the City Commission deems it advisable for the public interest to vacate and discontinue the alleys;

BE IT FURTHER RESOLVED that the City Commission does hereby declare the said alleys vacated and discontinued provided, however, that this action on the part of the City Commission shall not operate so as to conflict with fire access or the utility rights heretofore acquired by the City or by any public service utility in the City of Muskegon, operating in, over and upon said portion of alley hereby vacated, and it is hereby expressly declared that such rights shall remain in full force and effect.

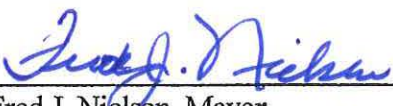
BE IT FURTHER RESOLVED that after any maintenance and repair by the City, the city shall restore the disturbed area to the grade and paving in existence at the time of vacation. The City shall not be responsible to replace special planting, landscaping, fences or any structure. No structure shall be placed in the easement which, in the sole judgment of the City, will interfere with the repair or maintenance of utilities in the easement, public or private.

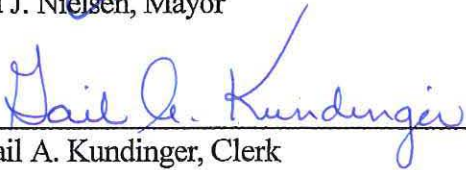
Adopted this 25th day of January, 2000.

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

Nays: None

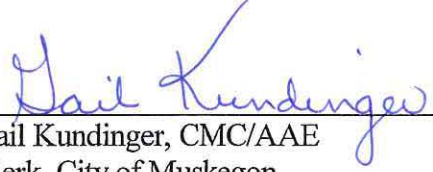
Absent: None

By: 
Fred J. Nielsen, Mayor

Attest: 
Gail A. Kunderger, Clerk

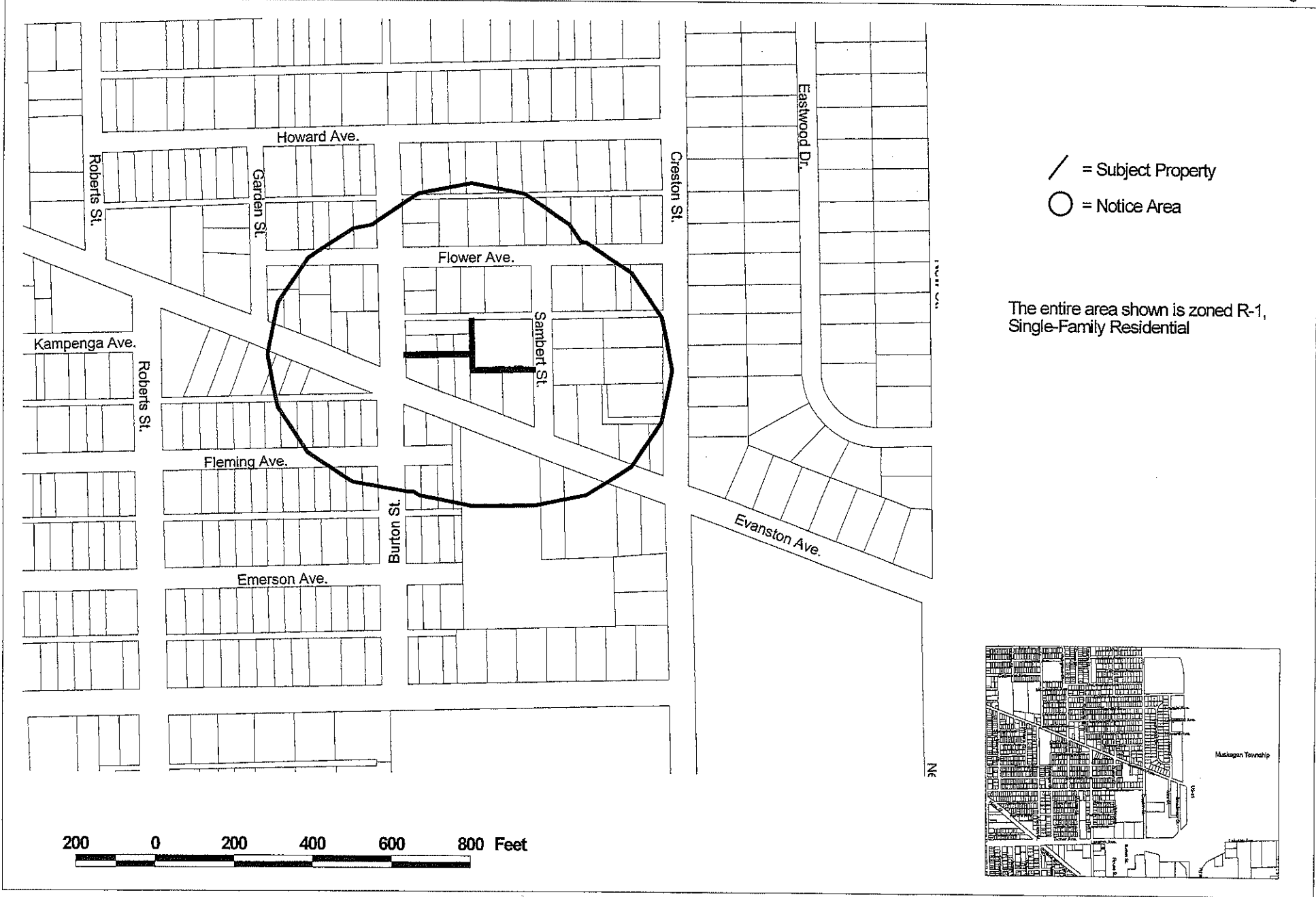
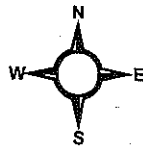
CERTIFICATION

I hereby certify that the foregoing constitutes a true and complete copy of a resolution adopted by the City Commission of the City of Muskegon, County of Muskegon, Michigan, at a regular meeting held on January 25, 2000.

A handwritten signature in blue ink, reading "Gail Kunding", is written over a horizontal line.

Gail Kunding, CMC/AAE
Clerk, City of Muskegon

City of Muskegon
Planning Commission
Case #00-2



Staff Report [EXCERPT]
CITY OF MUSKEGON
PLANNING COMMISSION
REGULAR MEETING

January 12, 2000

Hearing; Case 2000-2: Request for vacation of several alleys in the Samburt Park Addition subdivision (block bounded by Flower Ave., Samburt St., Burton Rd., and Evanston Ave.), by Daniel and Catherine Kolkema.

BACKGROUND

This is a request that has been made by Catherine and Dan Kolkema, as part of the process to split a lot. A variance request has also been made to the Zoning Board of Appeals to allow a 13.5-foot rear setback (a 30-foot setback is required) for one of the existing homes. In order to configure the lots as they wish, the two of the alleys shown on the attached sketch need to be vacated. This would create a dead-end alley, so staff amended the request to include that alley as well. The subject alleys do not physically exist, so vacating them would not affect fire or utility access. However, all usual easements and rights should be retained by the City if the alleys are vacated. Staff received one comment from Rebecca Smith, who owns property on Flower Ave. Ms. Smith does not object as long as her east/west alley remains intact. The alley referred to by Ms. Smith is not included in this request for vacation.

RECOMMENDATION

Staff recommends approval of the request with the conditions below.

DETERMINATION

The following motions are offered for consideration:

I move that the vacation of the proposed alleys in the Samburt Park Addition be (approved/denied), based on (compliance/lack of compliance) with the City's Master Land Use Plan and conditions set forth in Section 2315 of the City of Muskegon Zoning Ordinance (based on the following conditions--only if approved):

1. That all City easements be retained.

Commission Meeting Date: January 25, 2000

Date: January 13, 2000
To: Honorable Mayor and City Commissioners
From: Planning & Economic Development
RE: Rezoning request for property located on Holbrook Ave.

SUMMARY OF REQUEST:

Request to rezone property located on Holbrook Ave., between Sixth and Commerce Streets, from I-2, General Industrial to B-4, General Business.

FINANCIAL IMPACT:

None

BUDGET ACTION REQUIRED:

None

STAFF RECOMMENDATION:

Staff recommends denial of the request due to lack of compliance with the future land use map and Master Land Use Plan. Staff recommended that the applicant consider applying for a rezoning to B-2 instead, as it would be a lower intensity commercial district and would still allow the applicant to use the site as they wish to.

COMMITTEE RECOMMENDATION:

The Planning Commission concurred with staff's recommendation to deny the request and also recommended that staff waive the application fee if the applicant returns with a request for a rezoning to B-2 for the site. The Committee of the Whole will review the request at their 1/24 meeting.

CITY OF MUSKEGON

RESOLUTION 2000-19(m)

RESOLUTION OF DENIAL FOR REZONING REQUEST

WHEREAS, a request to rezone property located on Holbrook Ave., between Sixth and Commerce Streets, from I-2, General Industrial to B-4, General Business was considered by the Planning Commission, and;

WHEREAS, a public hearing on the request was held by the Planning Commission on January 12, 2000, and;

WHEREAS, the Planning Commission recommended denial of the request because it is not consistent with the future land use map and Master Land Use Plan, and also recommended that staff waive the application fee if the applicant returns with a request for a rezoning to B-2 for the site;

NOW, THEREFORE, BE IT RESOLVED that the rezoning request is hereby denied.

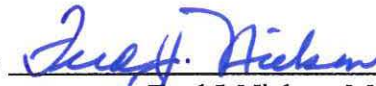
Adopted this 25th day of January, 2000.

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

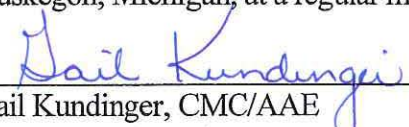
Nays: None

Absent: None

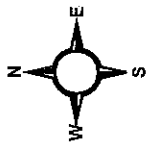
By: _____


Fred J. Nielsen, Mayor

I hereby certify that the foregoing constitutes a true and complete copy of a resolution adopted by the City Commission of the City of Muskegon, County of Muskegon, Michigan, at a regular meeting held on January 25, 2000.

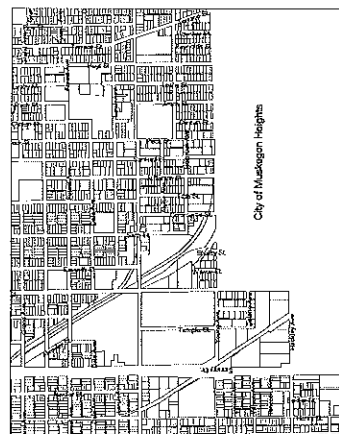
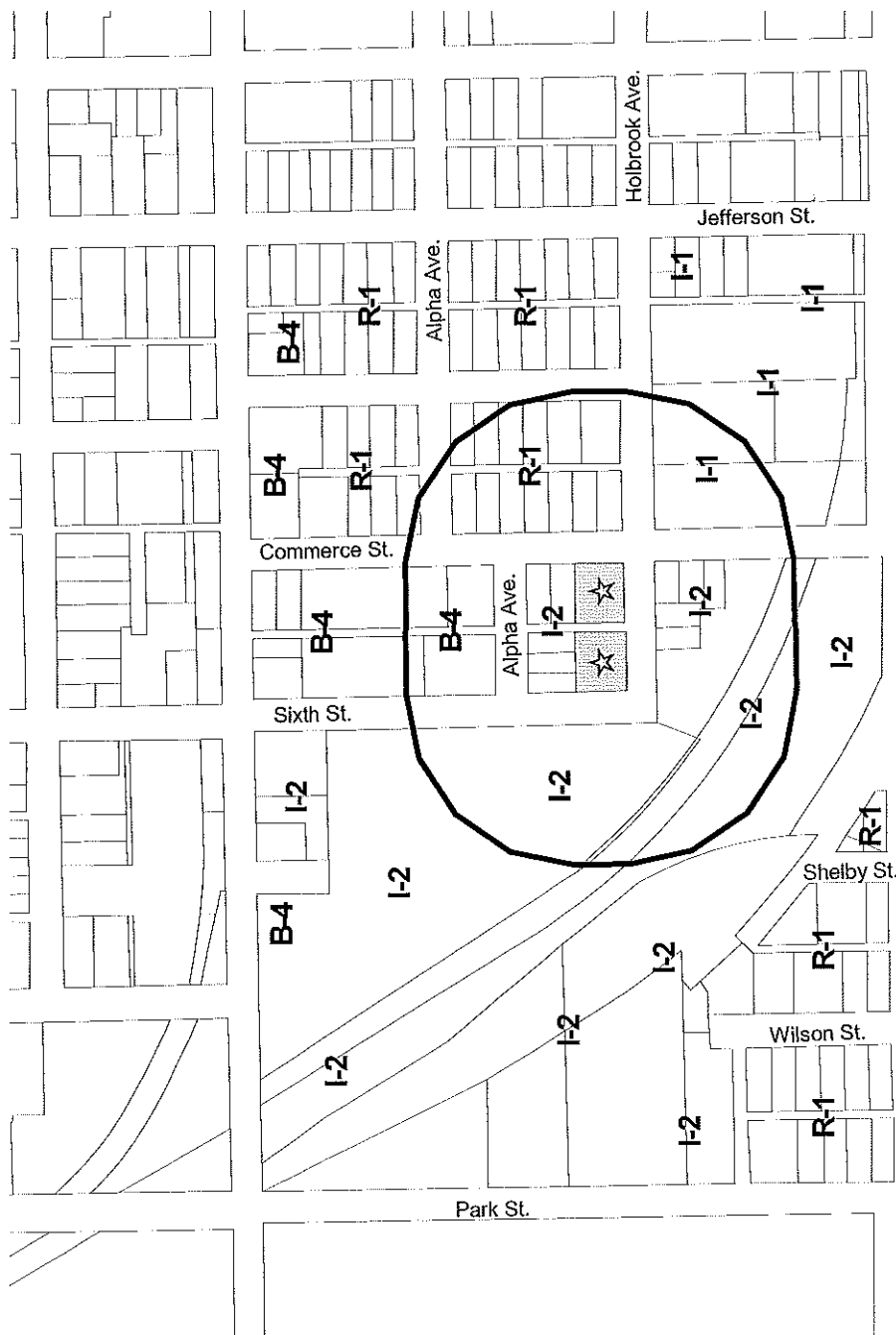

Gail Kunding, CMC/AEE
Clerk, City of Muskegon

City of Muskegon Planning Commission Case #00-1



- ☆ = Subject Property
- = Notice Area

R-1 = Single-Family Residential
 B-4 = General Business
 I-1 = Light Industrial
 I-2 = General Industrial



City of Muskegon Heights



Staff Report [EXCERPT]
CITY OF MUSKEGON
PLANNING COMMISSION
REGULAR MEETING

January 12, 2000

Hearing; Case 2000-1: Request to rezone property located on Holbrook Ave. (between Sixth and Commerce Streets) from I-2, General Industrial to B-4, General Business, by the Muskegon Housing Commission.

BACKGROUND

Applicant: Muskegon Housing Commission (McKinley Copeland)

Address/Location of Subject Property: Holbrook Ave., between Sixth & Commerce Streets

Use: Vacant

Current Zoning: I-2, General Industrial

Proposed Zoning: B-4, General Business

STAFF OBSERVATIONS

1. The current Muskegon Housing Commission property, to the north of the subject property, was rezoned to B-4 in 1995. The Housing Commission believed that all of the property associated with their purchase of the Muskegon Piston Ring property was included in the rezoning, but staff research showed that only the block north of Alpha Ave. was included. Therefore, the subject property remains zoned as I-2.
2. The Muskegon Housing Commission wishes to construct a 4-stall garage on the property, which is not allowed under the current I-2 zoning, since it would be an accessory use to a business use and should be similarly zoned.
3. A downzoning of the property seems appropriate, but B-4 may be more intensive for the site than is necessary. A B-2 zoning district would also allow the intended use, but allows less intensive uses in general than the B-4 district would allow.
4. Staff received a comment from Stanley Predko of 1828 Commerce. Mr. Predko is opposed to the rezoning and objects to the proposed use of the property by the Housing Commission.
5. The Future Land Use Map shows the subject property, as well as the current Muskegon Housing Commission property, as residential.
6. The Master Land Use Plan states:
 - ◆ *The southerly portion of the (sub)area is devoted to industrial development...The industrial area possesses several former industrial sites.*

- ◆ *Buffers between residential and industrial development are virtually non-existent.*
- ◆ *The small enclave of housing within the vicinity of East Hackley Avenue and Park Street is isolated by industrial and commercial development. The suitability, and long term survival, of residential development in this location is questionable.*

7. The Master Plan recommends for this sub-area:

- ◆ *Redevelop that portion of the sub-area located south and east of the industrial sector from residential to industrial.*
- ◆ *Implement, through zoning, buffer requirements to mitigate compatibility impacts between residential and non-residential uses.*
- ◆ *Focus "brownfield" redevelopment efforts on the former industrial land.*

ORDINANCE EXCERPTS

ARTICLE XV - I-2 GENERAL INDUSTRIAL DISTRICTS

PREAMBLE

The I-2 General Industrial Districts are established primarily for manufacturing, assembling, and fabrication activities including large scale or specialized industrial operations whose external physical effects may be felt to some degree by surrounding districts. The I-2 District is so structured as to permit, in addition to I-1 Light Industrial District uses, the manufacturing, processing and compounding of semifinished or finished products from raw materials.

SECTION 1500: PRINCIPAL USES PERMITTED

In an I-2 General Industrial District, buildings and land may be used for one (1) or more of the following specified uses, unless otherwise provided in this Article.

1. Any Principal Use Permitted in the I-1 District, subject to the requirements of this District.
2. Primary metal industries, including foundries, smelting and refining of metal or alloys, rolling and extruding plants.
3. Chemical plants whose manufacturing process produce products which are not hazardous materials as defined in the Fire Code.
4. Paper and pulp manufacturing.
5. Power generating plants.
6. Junk yards and scrap metal processing.
7. Rubber manufacturing or the remanufacturing of rubber products.
8. Uses similar to the above principal uses.
9. Non-accessory signs provided that the signs conform to Section 2308(1) of this Code.

SECTION 1501: SPECIAL LAND USES PERMITTED

The following uses, and their accessory buildings and accessory uses, shall be permitted as a special land use if it is found to meet the standards outlined in Section 2332 of this Ordinance, subject to applicable conditions imposed by Ordinance or other reasonable conditions imposed by the Planning Commission:

1. Any use with outside storage of aggregate, sand or other soil, or raw materials used in a manufacturing process such as brick, tile manufacturing plants, asphalt and cement batch plants.
2. Gasoline storage facilities.
3. Bulk storage or the production of acetylene, natural gas, and oxygen or other highly explosive or toxic gases. The storage of such gases for use in a production process or of an industry, business, or health care facility shall not be considered bulk storage.
4. Chemical plants whose manufacturing process produce products which are hazardous materials as defined in the Fire Code.
5. Uses similar to the above Special Land uses.

SECTION 1502: PLANNED UNIT DEVELOPMENTS

Planned developments may be allowed by the Planning Commission under the procedural guidelines of Section 2101. The intent of Planned Unit Developments in the I-2 General Industrial District is to allow mixed land uses, which are compatible to each other.

SECTION 1503: AREA AND BULK REQUIREMENTS

See Article XXI, "Schedule of Regulations", limiting the height and bulk of buildings, the minimum size of lot permitted by land use and maximum density permitted.

ARTICLE XIII - B-4 GENERAL BUSINESS DISTRICTS

PREAMBLE

The B-4 General Business District is designed to provide for a wide variety of business activities including automotive services and goods, and is generally incompatible with the uses in the B-1, B-2, and B-3 Business Districts. Placement along presently developed major traffic arteries prevents the conflict of traffic and pedestrian movement since the General Business District is characterized by a minimum of pedestrian flow. The B-4 General Business Districts have been located in areas designated on the adopted Land Use Plan.

SECTION 1300: PRINCIPAL USES PERMITTED

In the B-4 General Business District, no building or land shall be used and no building shall be erected, structurally altered, or occupied except for one (1) or more of the following specified uses, unless otherwise providing in this Ordinance:

1. Veterinarian clinics, without outdoor kennels.
2. Bus passenger stations.
3. Stores selling second hand merchandise.
4. Funeral homes.

5. Automobile car wash, when completely enclosed in a building.
6. Auto service stations for the sale of gasoline, oil, and accessories, subject to the following:
 - a. The curb for ingress and egress to a service station shall not be permitted at such location that will tend to create traffic hazards in the streets immediately adjacent thereto. Entrances shall be no less than twenty-five (25) feet from a street intersection (measured from the road right-of-way) or from adjacent residential districts.
 - b. The minimum lot area shall be ten thousand (10,000) square feet, and so arranged that ample space is available for motor vehicles which are required to wait.
 - c. Major automobile repair, engine and body repair, steam cleaning and undercoating may be allowed when conducted on the site, and said uses shall be within a completely enclosed building. The storage of wrecked automobiles on the site shall be obscured from public view. No automobile or vehicle of any kind shall be stored in the open for a period exceeding one (1) week.
 - d. All rest rooms doors shall be shielded from adjacent streets and residential districts.
 - e. Dispensing pumps shall be set back twenty (20) feet from the right-of-way line.
7. Self service laundry and dry cleaning establishments.
8. Amusement, entertainment, and recreational, including bowling alleys and skating rinks.
9. Storage of non-hazardous and non-toxic materials or goods provided such storage is within a building or is enclosed as not to be visible to the public from any abutting residential district or public street.
10. Theaters, when completely enclosed.
11. Banks, with or without drive-in facilities.
12. Restaurants and cocktails lounges.
13. Motels and hotels.
14. Residential uses as part of a building in this business zone shall be allowed upon issuance of a Certificate of Occupancy from the Department of Inspections, but provided that the minimum lot area requirements of the RM-3 District are met.
15. Assembly of small parts provided that there shall be no machining, painting, cutting, grinding, or welding of parts.
16. Principal Use as permitted in B-2 Districts.
17. Accessory buildings and accessory uses customarily incidental to the above Principal Uses Permitted.
18. Uses similar to the above Principal Uses Permitted.

SECTION 1301: SPECIAL LAND USES PERMITTED

The following uses, and their accessory buildings and accessory uses, shall be permitted under the purview of Section 2332 after review and approval of the use (and a site plan, if required) by the Planning Commission,

after Public Hearing, subject to the applicable conditions, and any other reasonable conditions imposed by the Planning Commission. A site plan shall not be required when there is no change to buildings or existing facilities.

1. Sales space for the sale of new and used automobiles, house trailers, travel trailers, and recreational vehicles, subject to the following.
 - a. Ingress and egress to the outdoor sales area shall be at least sixty (60) feet from the intersection of any two (2) streets:
 - b. No major repair or major refinishing shall be done on the lot, such use of land being only permitted in the I-1 or I-2 Industrial Districts.
2. Flea markets and auctions.
3. Business in the character of a drive-in restaurant or open front store, subject to the following:
 - a. A setback of at least sixty (60) feet from the street right-of-way line of any existing or proposed major thoroughfare shall be maintained.
 - b. Ingress and egress points shall be located at least sixty (60) feet from the intersection of any two (2) streets.
4. Outdoor recreational space for amusement parks, miniature golf courses, and other outdoor recreation activities subject to the following:
 - a. Amusement parks or amusement facilities must be fenced on all sides with a four foot six inch (4'-6") high wall or fence.
 - b. Adequate parking shall be provided off the road right-of-way and shall be fenced with a four foot six inch (4'-6") high wall or fence where adjacent to the use.
5. Outdoor theaters subject to the following conditions:
 - a. Points of ingress and egress for the outdoor theater shall be on major thoroughfares and shall not be accessible from any residential street.
 - b. All vehicles waiting or standing to enter the facility shall be provided off-street waiting space. No vehicle shall be permitted to wait or stand within a dedicated road right-of way.
6. Private clubs, lodges, social and similar facilities.
7. Churches and other facilities normally incidental thereto subject to the following conditions:
 - a. The site shall be so located as to provide for ingress and egress from said site directly onto a major or secondary thoroughfare.
 - b. The principal buildings on the site shall be set back from abutting properties zoned for residential use not less than thirty (30) feet.
 - c. Buildings of greater than the maximum height allowed in Section 2100 may be allowed provided front, side, and rear yards are increased above the minimum requirements by one (1) foot for each foot of building that exceeds the maximum height allowed.

8. Commercial Kennels.
9. Mini Storage (warehouse facilities); (amended 10/98)
 - a. The parcel shall have direct access to a major thoroughfare.
 - b. One (1) parking space shall be provided for each twenty (20) rental units within the buildings, and one (1) parking space shall be provided for each employee on site.
 - c. Between warehouses, there shall be a minimum of twenty five (25') feet for internal access drives. Traffic direction and parking shall be designated by signaling or painting.
 - d. The lot area used for parking and access shall be provided with a permanent, durable, dustless surface and shall be graded and drained so as to dispose of all surface water.
 - e. All lighting shall conform to section 2319 of this ordinance.
 - f. A ten foot landscaped berm shall be required in the front setback of areas adjacent to any residential zone or use.
 - g. Retail, wholesale, fabrication, manufacturing, or service activities may not be conducted from the storage units by the lessees.
 - h. Storage of goods shall be limited to personal property with no commercial distribution allowed and no operation which requires the regular delivery or pick-up of goods in truck in excess of one and one-half (1.5) ton rated capacity shall be permitted.
 - i. All storage shall be within the enclosed building area. There shall be no outside storage or stockpiling.
 - j. No storage of hazardous, toxic, or explosive materials shall be permitted at the facility. Signs shall be posted at the facility describing such limitations.
10. Accessory uses and accessory buildings customarily incidental to the above Special Land Uses Permitted.
11. Uses similar to the above Special Land Uses Permitted.
12. Non-accessory signs provided that the signs conform to Section 2308 (1) (f) of this code.

SECTION 1302: PLANNED UNIT DEVELOPMENTS

Planned Developments may be allowed by the Planning Commission under the procedural guidelines of Section 2101. The intent of Planned Unit Developments in the B-4 General Business Districts is to allow mixed land uses, which are compatible to each other, while prohibiting nonresidential uses which would not be compatible or harmonious with residential dwellings or permitted commercial uses.

SECTION 1303: AREA AND BULK REQUIREMENTS

See Article XXI, "Schedule of Regulations", limiting the height and bulk of buildings, the minimum size of lot permitted by land use, and maximum density permitted.

STAFF RECOMMENDATION

Staff recommends denial of the rezoning request, but would suggest that the Housing Commission consider a rezoning to B-2 or to B-1, as either of these would be a less intense zoning for the property and would still allow their intended use.

DELIBERATION

Criteria-based questions typically asked during a rezoning include:

1. **What**, if any, identifiable **conditions** related to the petition **have changed which justify** the petitioned **change in zoning**.
2. **What** are the **precedents and the possible effects** of precedent which **might result from the approval or denial** of the petition.
3. What is the **impact** of the amendment on the ability of the city to provide **adequate public services and facilities and/or programs** that might reasonably be required in the future if the petition is approved.
4. Does the petitioned zoning change adversely affect the environmental conditions or value of the surrounding property.
5. Does the petitioned zoning change generally **comply with the adopted Future Land Use Plan of the City**.
6. Are there any **significant negative environmental impacts** which would reasonably occur if the petitioned zoning change and resulting allowed structures were built such as:
 - a. **Surface water** drainage problems
 - b. **Waste water** disposal problems
 - c. Adverse effect on surface or subsurface **water quality**
 - d. **The loss of valuable natural resources** such as **forest, wetland, historic sites, or wildlife areas**.

Commission Meeting Date: January 25, 2000

Date: January 18, 2000
To: Honorable Mayor and City Commissioners
From: Planning & Economic Development *CBE*
RE: Purchase of Property from Cole's for the Muskegon
Lakeshore Trail

SUMMARY OF REQUEST:

Approval of resolution and purchase agreement for property owned by Cole's Quality Foods, which is required for the Lakeshore Trail (see enclosed map). The purchase price is \$6,300.00, which is the appraised value of the property. Through this agreement, the City will also be agreeing to construct a fence along the property which matches the current wrought-iron fencing, as well as agreeing to match existing lighting and security on the fence. The City will also be agreeing to remove any existing trees from the property. The purchase agreement has already been signed by Cole's.

FINANCIAL IMPACT:

Purchase will allow the Lakeshore Trail project to continue. The price for the property is \$6,300.00 and the purchase will be completed with funds received from the sale of the Chase Hammond Golf Course.

BUDGET ACTION REQUIRED:

None

STAFF RECOMMENDATION:

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

COMMITTEE RECOMMENDATION:

The Committee of the Whole will review the request at their 1/24 meeting.

CITY OF MUSKEGON

RESOLUTION 2000-19(n)

RESOLUTION APPROVING THE PURCHASE OF TRAIL PROPERTY

WHEREAS, the City of Muskegon is in the process of purchasing properties for the Muskegon Lakeshore Trail project, and the Cole's Quality Foods property has been identified as necessary for the project;

WHEREAS, the purchase of this property from Cole's would allow the trail project to proceed;

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

WHEREAS, Cole's has signed a purchase agreement for the property at the price of \$6,300.00 for the 16-foot strip (containing approx. 4,548.32 square feet);

WHEREAS, the City of Muskegon is agreeing to the provisions of the purchase agreement, including construction of fencing, lighting and security to match existing and the removal of existing trees from the property;

NOW, THEREFORE BE IT RESOLVED, that the City of Muskegon agrees to purchase the subject property identified in the attached survey and legal description at a cost of \$6,300.00.

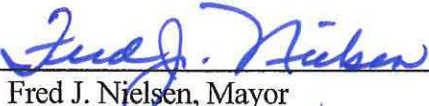
Resolution adopted this 25th day of January, 2000.

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

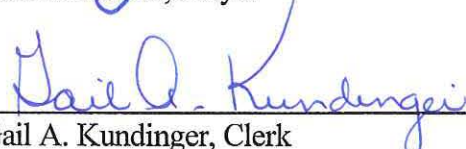
Nays: None

Absent: None

By: _____


Fred J. Nielsen, Mayor

Attest: _____

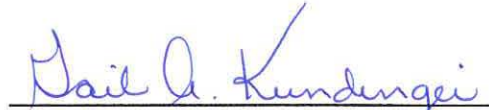

Gail A. Kunderger, Clerk

CERTIFICATION

This resolution was adopted at a regular meeting of the City Commission, held on January 25, 2000. The meeting was properly held and noticed pursuant to the Open Meetings Act of the State of Michigan, Act 267 of the Public Acts of 1976.

CITY OF MUSKEGON

By


Gail A. Kunderger, Clerk

REAL ESTATE PURCHASE AGREEMENT

THIS AGREEMENT is made January 25, 2000, ~~1999~~, by and between **COLES QUALITY FOODS, INC.**, a Michigan Corporation, of 1188 Lakeshore Drive, Muskegon, Michigan 49441 ("Seller"), and the **CITY OF MUSKEGON**, of 933 Terrace Street, Muskegon, Michigan 49440 ("Buyer").

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

See attached Exhibit A;

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 Six Thousand Three Hundred Dollars (\$6,300), payable in cash or by City check to Buyer at closing.

3. **Taxes and Assessments.** All taxes and assessments which are due and payable at the time of closing shall be paid by Seller prior to or at closing. All taxes and special assessments which become due and payable after closing shall be the responsibility of Buyer; **provided**, because the Premises is part of a larger property, the parties agree that Seller shall pay in full all taxes due in 1999, including those billed on December 1, 1999, and Buyer shall reimburse Seller for a prorated portion of the said December 1999 tax bill, which shall be prorated prospectively in accordance with MCL 211.2 (3).

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

Agreement will be terminated at Buyer's option. The premium for the owners' title policy shall be paid by Buyer.

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

6. **Survey.** Buyer, at its own expense, may obtain a survey of the Premises, and Buyer or its surveyor or other agents may enter the Premises for that purpose prior to closing. If no survey is obtained, Buyer agrees that Buyer is relying solely upon Buyer's own judgment as to the location, boundaries and area of the Premises and improvements thereon without regard to any representations that may have been made by Seller or any other person. In the event that a survey by a registered land surveyor made prior to closing discloses an encroachment or substantial variation from the presumed land boundaries or area, Seller shall have the option of effecting a remedy within thirty (30) days after disclosure. Buyer may elect to purchase the Premises subject to said encroachment or variation. Further, Buyer has obtained a survey and is satisfied with same, provided no change has been made to the property since the date of the survey.

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

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

b. Seller has not disposed of any hazardous or toxic substances on or in the Premises, but the premises may have been characterized as part of a "facility" under Michigan law. The Premises may constitute a facility because of historic fill materials in or in the vicinity of the Premises. Seller is unaware of any plume of contaminated groundwater in or affecting the Premises.

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

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

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

9. **Specific Use Provisions.** The parties agree to the following use provision and contingency, which will survive the closing:

9.1 **Fences.** At the time it installs the trail, Buyer shall construct and maintain a wrought iron fence along the trail on the property conveyed pursuant to this Agreement, the said fence to be constructed on the side of the property nearest Cole's remaining property. The fence shall be compatible in design with Seller's existing wrought iron fencing, and shall include security devices which complement the existing security devices in the fencing on Seller's remaining property. The fence to be installed by Buyer shall have lighting installed upon it compatible with the existing lighting on Seller's fence. The fence shall be installed before removal of the appropriate portion of Seller's fence.

9.2 **Trees on the Property.** Buyer shall remove any trees on the property acquired pursuant to this agreement at its expense and at its discretion.

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 _____, _____ ("closing"). The closing shall be conducted at _____, Muskegon, Michigan. If necessary, the parties shall execute an IRS closing report at the closing.

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

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

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

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

16. **General Provisions.**

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

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

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

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

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

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

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

h. **Modification of the Agreement.** This Agreement shall not be amended except by a writing signed by Seller and Buyer.

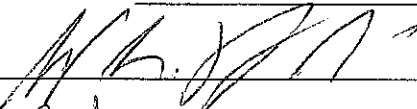
The parties have executed this Real Estate Purchase Agreement the day and year first above written.

WITNESSES:



SELLER: COLES QUALITY FOODS, INC.

TID Number: _____

By 

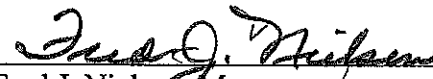
Its President

By _____

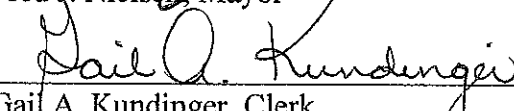
Its _____

BUYER: CITY OF MUSKEGON

Gloria Coburn

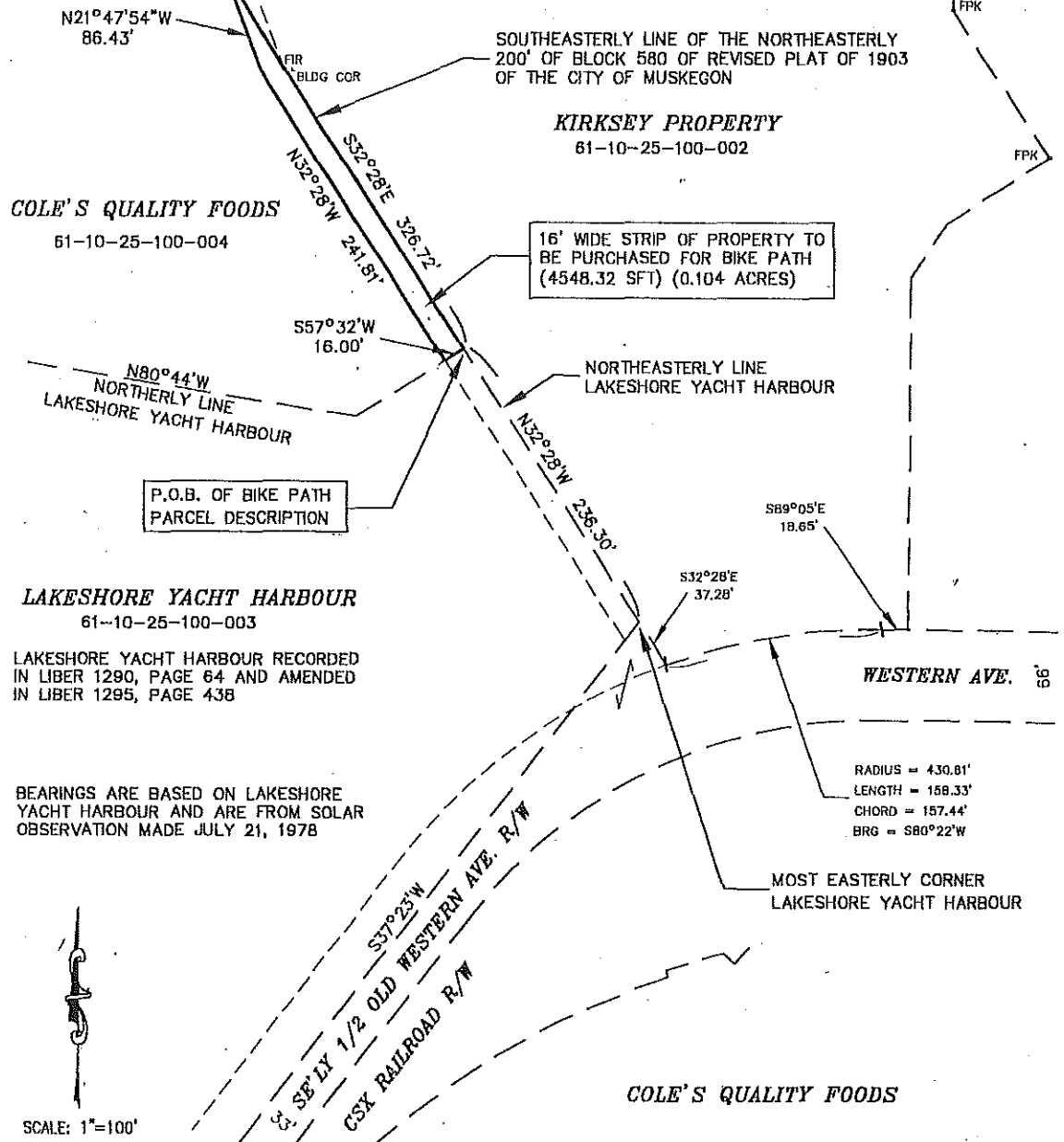
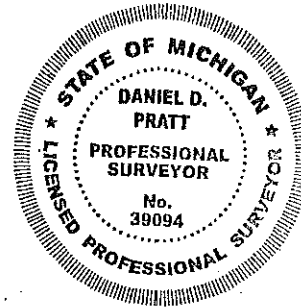
By 
Fred J. Nielsen, Mayor

Linda Potter

By 
Gail A. Kunderger, Clerk

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

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



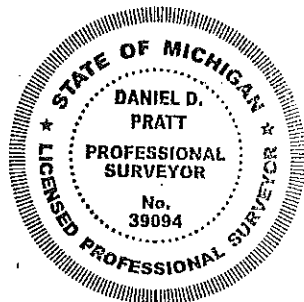
Daniel D. Pratt P.S. No. 39094		joiner engineering A Division of Driessing & Associates, Inc. 113 west savidge st. spring lake, michigan 49456 phone: (616) 846-1960	
The ratio of closure is within the accuracy of survey as required in Act No. 288 of Public Acts of 1967. This survey complies with the requirements of Section 3 Public Act 132 of 1970.		FOR CITY OF MUSKEGON	
This survey was made from the legal description shown above. The description should be compared with the Abstract of Title or Title Insurance Policy for accuracy, easements and exceptions.		IN OF SECTION 25 T. 10 N., R. 17 W.	
DATE 7/17/98		DRAWN BY DRB	
SHEET 1 OF 2		JOB No. J980550-B	

FRUTTT A

Description of a 16 foot wide strip of property to be used for the Lakeshore Trail Bike Path across property owned by Cole's Quality Foods, Inc. (Parcel I.D. 61-10-25-100-004).

That part of Block 580 of the revised Plat of 1903 of the City of Muskegon (Liber 3, Page 71), Section 25, Town 10 North, Range 17 West, Muskegon County, Michigan, described as beginning at the most Easterly corner of Lakeshore Yacht Harbour as recorded in Liber 1290, Page 64 and amended in Liber 1295, Page 438 of Muskegon County Records; thence North 32 degrees 28 minutes East 236.30 feet along the Northeasterly line of Lakeshore Yacht Harbour to the true place of beginning; thence South 57 degrees 32 minutes West along the Northerly line of said Lakeshore Yacht Harbour, 16.00 feet; thence North 32 degrees 28 minutes West 241.81 feet being parallel with and 16 feet Southwesterly (measured perpendicular to) of the Southwesterly line of the Northeasterly 200 feet of said Block 580; thence North 21 degrees 47 minutes 54 seconds West 86.43 feet; thence South 32 degrees 28 minutes East along said Southwesterly line, 326.72 feet to the point of beginning. Containing 4548.32 square feet, (0.104 acre).

Together with and subject easements of record.



Daniel D. Pratt
Daniel D. Pratt

P.S. No. 39094

The ratio of closure is within the accuracy of survey as required in Act No. 288 of Public Acts of 1967. This survey complies with the requirements of Section 3 Public Act 132 of 1970

This survey was made from the legal description shown above. The description should be compared with the Abstract of Title or Title Insurance Policy for accuracy, easements and exceptions.

LEGEND

- ☐ Set Conc. Mon.
- ☒ Found Conc. Mon.
- ☐ Set Capped Iron
- ☒ Found Iron
- P. Plotted
- M. Measured
- D. Described



joiner engineering

A Division of Orlesengo & Associates, Inc.
113 west savidge st.
spring lake, michigan 49456
phone: (616) 846-1960

FOR CITY OF MUSKEGON

IN	OF SECTION 25	T. 10 N., R. 17 W.
DATE	7/17/98	DRAWN BY DRB
SHEET	2 OF 2	JOB No. J980550-B

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

Date: March 28, 2000
Escrow Number: 409736

Property Address: V/L Western
Muskegon, Michigan 49440

PURCHASER'S STATEMENT		
	DEBIT	CREDIT
Purchaser Price	\$ 6,300.00	\$
Rent Adjustment		
CLOSING FEES	100.00	
Recording Fees	12.00	
Sub Total	\$ 6,412.00	\$
Due from Purchaser		\$ 6,412.00
TOTALS	\$ 6,412.00	\$ 6,412.00

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

Purchaser(s) Signature(s):

City of Muskegon

BY

Deborah Harrison, Assistant Planner

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

FILE # 409736
DATE: March 28th 2000

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

Please check one of the following:

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

SELLER(S) :

Coles Quality Foods, Inc.

BY

Robert Lewandoski, Vice President

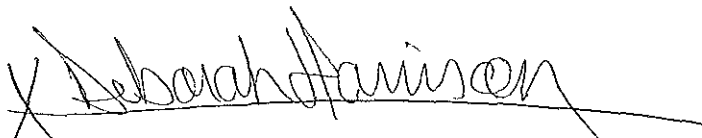
The undersigned acknowledges receipt of the Property Transfer Affidavit form (Michigan Department of Treasury form No. L-4260) as same is required by Public Act 415 of 1994 which imposes obligations on purchasers/transferees to file said form within 45 days of the date of transfer. The undersigned further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

Please check one of the following:

- ☒ The undersigned do not request Transnation Title Insurance Company to file the form on their behalf.
- ☐ The undersigned request that the Company mail the form by first class mail and acknowledges that the Company shall not be liable in the event that any of the information provided on said form is inaccurate or incomplete, or in the event said form is not received or properly processed by the local tax collecting unit.

PURCHASER(S) :

City of Muskegon



MUSKEGON REAL ESTATE BOARD
ADDENDUM TO BUY and SELL AGREEMENT

Date: March 28, 2000.

Office of Phone REALTOR, MUSKEGON, MI

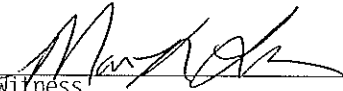
1. Addendum to Buy Sell Agreement dated January 25, 2000 covering property at V/L Western, Muskegon, Michigan 49440 and legally described as:

That part of Block 580 of the Revised Plat of 1903 of the City of Muskegon, as recorded in Liber 3, Page 71, Muskegon County Records, described as beginning at the most Easterly corner of Lakeshore Yacht Harbour, as recorded in Liber 1290, Page 64 and amended in Liber 1295, Page 438, Muskegon County Records; thence North 32 degrees 28 minutes East 236.30 feet along the Northeasterly line of Lakeshore Yacht Harbour to the true place of beginning; thence South 57 degrees 32 minutes West along the Northerly line of said Lakeshore Yacht Harbour, 16.00 feet; thence North 32 degrees 28 minutes West 241.81 feet being parallel with and 16.00 feet Southwesterly (measured perpendicular to) of the Southwesterly line of the Northeasterly 200.00 feet of said Block 580; thence North 21 degrees 47 minutes 54 seconds West 86.43 feet; thence South 32 degrees 28 minutes East along said Southwesterly line, 326.72 feet to the point of beginning.

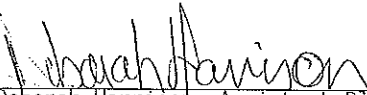
2. This Addendum to be an integral part of attached Buy and Sell Agreement, which is amended as follows:

The correct legal should read as stated above. The date of closing to be March 28, 2000.

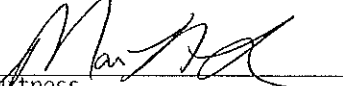
3. RECEIPT IS ACKNOWLEDGED BY BUYER of a copy of this Agreement.


Witness

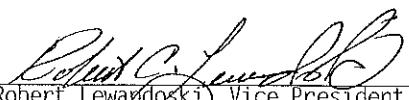
City of Muskegon

BY 
Deborah Harrison, Assistant Planner

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


Witness

Coles Quality Foods, Inc.

BY 
Robert Lewandoski, Vice President

AFFIDAVIT OF TITLE

STATE OF MICHIGAN
COUNTY OF Muskegon

} SS

Title Commitment # 409736

That Coles Quality Foods, Inc., a Michigan Corporation being first duly sworn on oath says that they are the true and lawful owner(s) of the premises located at:

V/L Western
Muskegon, Michigan 49440

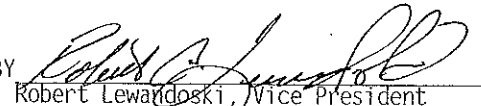
AND

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

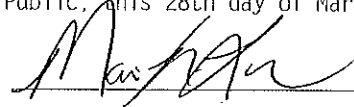
Seller(s):

Coles Quality Foods, Inc.

BY


Robert Lewandoski, Vice President

Subscribed and sworn to, before me a Notary Public, this 28th day of March, 2000


Notary Public _____ County _____

My Commission Expires: _____

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

REAL ESTATE TRANSFER TAX VALUATION AFFIDAVIT

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

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

1. County Muskegon		2. City or Township Muskegon	
3. Seller's Name and Mailing Address Coles Quality Foods, Inc. 1188 Lakeshore Dr. Muskegon, MI 49441		4. Purchaser's Name and Mailing Address City of Muskegon 933 Terrace St. Muskegon, MI 49440	
5. Type and Date of Document ___ Land Contract Date: <u> x </u> Deed Date: 03/28/00		6. Cash Payment	7. Amount of County Tax \$7.15
		8. Amount of Mortgage/Land Contract	9. Amount of State Tax \$48.75
10. If consideration is less than market value, state market value		11. Total Consideration(add lines 6&8) \$6,300.00	12. Total Revenue Stamps \$55.90
13. Legal Description of Real Estate Transferred:			

That part of Block 580 of the Revised Plat of 1903 of the City of Muskegon, as recorded in Liber 3, Page 71, Muskegon County Records, described as beginning at the most Easterly corner of Lakeshore Yacht Harbour, as recorded in Liber 1290, Page 64 and amended in Liber 1295, Page 438, Muskegon County Records; thence North 32 degrees 28 minutes East 236.30 feet along the Northeasterly line of Lakeshore Yacht Harbour to the true place of beginning; thence South 57 degrees 32 minutes West along the Northerly line of said Lakeshore Yacht Harbour, 16.00 feet; thence North 32 degrees 28 minutes West 241.81 feet being parallel with and 16.00 feet Southwesterly (measured perpendicular to) of the Southwesterly line of the Northeasterly 200.00 feet of said Block 580; thence North 21 degrees 47 minutes 54 seconds West 86.43 feet; thence South 32 degrees 28 minutes East along said Southwesterly line, 326.72 feet to the point of beginning.

State of Michigan }
 } ss.
County of Muskegon }

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

Dated this 28th day of March, 2000

Signed:

Subscribed and sworn to before me this 28th day of March, 2000

Coles Quality Foods, Inc.


Notary Public

BY Robert Lewandowski
Robert Lewandowski, Vice President

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

WARRANTY DEED

STATUTORY FORM FOR CORPORATIONS

409736

Form No. M-961

KNOW ALL MEN BY THESE PRESENTS:

That Coles Quality Foods, Inc., a Michigan

Corporation

a Michigan

corporation, whose street is 1188 Lakeshore Dr.

Muskegon, MI 49441

Conveys

and Warrants

to City of Muskegon

whose street number and post office address is 933 Terrace St.

Muskegon, MI 49440

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

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

More commonly known as: V/L Western, Muskegon, Michigan 49440

for the sum of ONE AND 00/100, (***\$1.00*) Dollars

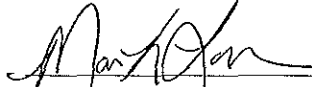
for the sum of AFFIX REVENUE STAMPS AFTER RECORDING

subject to easements, use, building and other restrictions of record, if any;

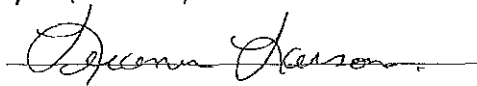
Dated this 28th day of March, 2000

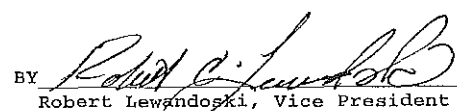
Signed and Sealed in presence of

Signed and Sealed:



Coles Quality Foods, Inc.



BY 
Robert Lewandoski, Vice President

STATE OF MICHIGAN

}

} ss.

COUNTY OF Muskegon

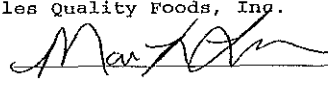
}

The foregoing instrument was acknowledged before me this 28th day of March, 2000 by Robert Lewandoski, Vice President, of Coles Quality Foods, Inc.

MARI K. LARSON

Notary Public, Muskegon County, MI

My Commission expires 8-13-02

 Notary Public, _____ County, Michigan

County Treasurer's Certificate

City Treasurer's Certificate

After recording return to:

City of Muskegon

933 Terrace St.

Muskegon, MI 49440

Drafted By:

Coles Quality Foods, Inc.

1188 Lakeshore Dr.

Muskegon, MI 49441

ESCROW NO.: 409736
DATE : March 28, 2000

"EXHIBIT A"
LEGAL DESCRIPTION

That part of Block 580 of the Revised Plat of 1903 of the City of Muskegon, as recorded in Liber 3, Page 71, Muskegon County Records, described as beginning at the most Easterly corner of Lakeshore Yacht Harbour. as recorded in Liber 1290, Page 64 and amended in Liber 1295, Page 438, Muskegon County Records; thence North 32 degrees 28 minutes East 236.30 feet along the Northeasterly line of Lakeshore Yacht Harbour to the true place of beginning; thence South 57 degrees 32 minutes West along the Northerly line of said Lakeshore Yacht Harbour, 16.00 feet; thence North 32 degrees 28 minutes West 241.81 feet being parallel with and 16.00 feet Southwesterly (measured perpendicular to) of the Southwesterly line of the Northeasterly 200.00 feet of said Block 580; thence North 21 degrees 47 minutes 54 seconds West 86.43 feet; thence South 32 degrees 28 minutes East along said Southwesterly line, 326.72 feet to the point of beginning.

61-24-515-000-0000-00

REAL ESTATE PURCHASE AGREEMENT

THIS AGREEMENT is made January 25, 2000, ~~1999~~, by and between **COLES QUALITY FOODS, INC.**, a Michigan Corporation, of 1188 Lakeshore Drive, Muskegon, Michigan 49441 ("Seller"), and the **CITY OF MUSKEGON**, of 933 Terrace Street, Muskegon, Michigan 49440 ("Buyer").

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

See attached Exhibit A;

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 Six Thousand Three Hundred Dollars (\$6,300), payable in cash or by City check to Buyer at closing.

3. **Taxes and Assessments.** All taxes and assessments which are due and payable at the time of closing shall be paid by Seller prior to or at closing. All taxes and special assessments which become due and payable after closing shall be the responsibility of Buyer; **provided**, because the Premises is part of a larger property, the parties agree that Seller shall pay in full all taxes due in 1999, including those billed on December 1, 1999, and Buyer shall reimburse Seller for a prorated portion of the said December 1999 tax bill, which shall be prorated prospectively in accordance with MCL 211.2 (3).

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

Agreement will be terminated at Buyer's option. The premium for the owners' title policy shall be paid by Buyer.

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

6. **Survey.** Buyer, at its own expense, may obtain a survey of the Premises, and Buyer or its surveyor or other agents may enter the Premises for that purpose prior to closing. If no survey is obtained, Buyer agrees that Buyer is relying solely upon Buyer's own judgment as to the location, boundaries and area of the Premises and improvements thereon without regard to any representations that may have been made by Seller or any other person. In the event that a survey by a registered land surveyor made prior to closing discloses an encroachment or substantial variation from the presumed land boundaries or area, Seller shall have the option of effecting a remedy within thirty (30) days after disclosure. Buyer may elect to purchase the Premises subject to said encroachment or variation. Further, Buyer has obtained a survey and is satisfied with same, provided no change has been made to the property since the date of the survey.

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

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

b. Seller has not disposed of any hazardous or toxic substances on or in the Premises, but the premises may have been characterized as part of a "facility" under Michigan law. The Premises may constitute a facility because of historic fill materials in or in the vicinity of the Premises. Seller is unaware of any plume of contaminated groundwater in or affecting the Premises.

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

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

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

9. **Specific Use Provisions.** The parties agree to the following use provision and contingency, which will survive the closing:

9.1 **Fences.** At the time it installs the trail, Buyer shall construct and maintain a wrought iron fence along the trail on the property conveyed pursuant to this Agreement, the said fence to be constructed on the side of the property nearest Cole's remaining property. The fence shall be compatible in design with Seller's existing wrought iron fencing, and shall include security devices which complement the existing security devices in the fencing on Seller's remaining property. The fence to be installed by Buyer shall have lighting installed upon it compatible with the existing lighting on Seller's fence. The fence shall be installed before removal of the appropriate portion of Seller's fence.

9.2 **Trees on the Property.** Buyer shall remove any trees on the property acquired pursuant to this agreement at its expense and at its discretion.

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 _____, _____ ("closing"). The closing shall be conducted at _____, Muskegon, Michigan. If necessary, the parties shall execute an IRS closing report at the closing.

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

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

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

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

16. **General Provisions.**

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

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

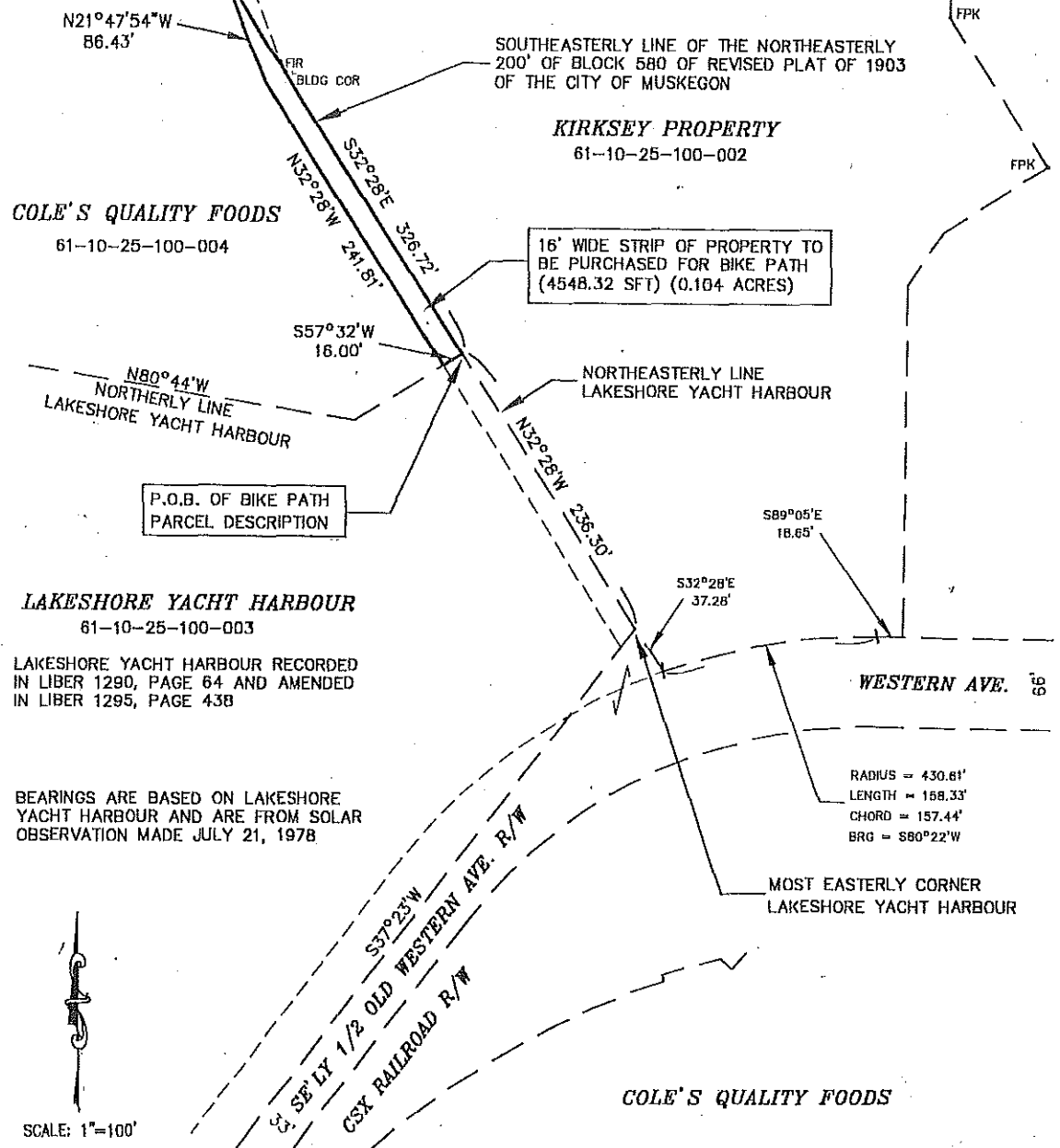
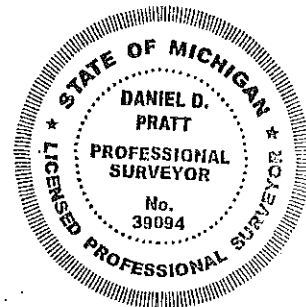
c. **Merger.** It is understood and agreed that all understandings and agreements previously made between Buyer and Seller are merged into this Agreement, which alone fully and completely expresses the agreement of the parties.

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

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

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

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



SCALE: 1"=100'

RE: BIKE PATH ACROSS COLE'S QUALITY FOODS, INC.

[Signature]
Daniel D. Pratt

P.S. No. 39094

The ratio of closure is within the accuracy of survey as required in Act No. 288 of Public Acts of 1967. This survey complies with the requirements of Section 3 Public Act 132 of 1970

This survey was made from the legal description shown above. The description should be compared with the Abstract of Title or Title Insurance Policy for accuracy, easements and exceptions.

LEGEND

- ☐ Set Conc. Mon.
- ☐ Found Conc. Mon.
- ☐ Set Capped Iron
- ☐ Found Iron
- P. Plotted
- M. Measured
- D. Described



joiner engineering
A Division of Oringenga & Associates, Inc.
113 west savidge st.
spring lake, michigan 49456
phone: (616) 846-1960

FOR CITY OF MUSKEGON

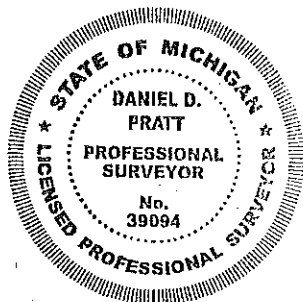
IN	OF SECTION 25	T. 10 N., R. 17 W.
DATE	7/17/98	DRAWN BY DRB
SHEET	1 OF 2	JOB No. J980550-B

EXHIBIT A

Description of a 16 foot wide strip of property to be used for the Lakeshore Trail Bike Path across property owned by Cole's Quality Foods, Inc. (Parcel I.D. 61-10-25-100-004).

That part of Block 580 of the revised Plat of 1903 of the City of Muskegon (Liber 3, Page 71), Section 25, Town 10 North, Range 17 West, Muskegon County, Michigan, described as beginning at the most Easterly corner of Lakeshore Yacht Harbour as recorded in Liber 1290, Page 64 and amended in Liber 1295, Page 438 of Muskegon County Records; thence North 32 degrees 28 minutes East 236.30 feet along the Northeasterly line of Lakeshore Yacht Harbour to the true place of beginning; thence South 57 degrees 32 minutes West along the Northerly line of said Lakeshore Yacht Harbour, 16.00 feet; thence North 32 degrees 28 minutes West 241.81 feet being parallel with and 16 feet Southwesterly (measured perpendicular to) of the Southwesterly line of the Northeasterly 200 feet of said Block 580; thence North 21 degrees 47 minutes 54 seconds West 86.43 feet; thence South 32 degrees 28 minutes East along said Southwesterly line, 326.72 feet to the point of beginning. Containing 4548.32 square feet, (0.104 acre).

Together with and subject easements of record.



[Signature]
Daniel D. Pratt

P.S. No. 39094

The ratio of closure is within the accuracy of survey as required in Act No. 288 of Public Acts of 1967. This survey complies with the requirements of Section 3 Public Act 132 of 1970

This survey was made from the legal description shown above. The description should be compared with the Abstract of Title or Title Insurance Policy for accuracy, easements and exceptions.

LEGEND

- ☐ Set Conc. Mon.
- ☒ Found Conc. Mon.
- ☐ Set Capped Iron
- ☒ Found Iron
- P. Platted
- M. Measured
- D. Described



joiner engineering

A Division of Driesenga & Associates, Inc.
113 west savidge st.
spring lake, michigan 49456
phone: (616) 846-1960

FOR CITY OF MUSKEGON

IN	OF SECTION 25	T. 10 N., R. 17 W.
DATE	7/17/98	DRAWN BY DRB
SHEET	2 OF 2	JOB No. J980550-B

AGENDA ITEM NO. _____

CITY COMMISSION MEETING January 25, 2000

TO: Honorable Mayor and City Commissioners
FROM: Bryon L. Mazade, City Manager
DATE: January 19, 2000
RE: Police and Fire Pension Ordinance Amendment

SUMMARY OF REQUEST:

To approve an amendment to the Police and Fire Pension Ordinance that would allow non-union police command officers to retire at age 53 during a specific period of time.

FINANCIAL IMPACT:

The actuarial cost is approximately \$34,000.

BUDGET ACTION REQUIRED:

None.

STAFF RECOMMENDATION:

To approve the ordinance amendment.

COMMITTEE RECOMMENDATION:

The Committee of the Whole will consider this request at their meeting on January 24, 2000.

CITY OF MUSKEGON
MUSKEGON COUNTY, MICHIGAN

ORDINANCE NO. 2010

An ordinance amending Appendix A of the Code of the City of Muskegon concerning Police-Fire Retirement System Ordinance.

THE CITY COMMISSION OF THE CITY OF MUSKEGON HEREBY ORDAINS:

A new section of the ~~General Employees~~ ^{Police - Fire} Retirement System Ordinance is to be added to Appendix A and shall read in its entirety as follows:

Early Retirement Incentive (2000)

Section 12.1

(a) A member may retire in accordance with Section 12.1 of this ordinance upon satisfaction of all of the following conditions:

1. The member is not represented by a labor organization at the time of the member elects to take the early retirement benefits provided for in Section 12.1;
2. The member is at least fifty-three (53) years of age; and,
3. The member has ten (10) or more years of credited service.

A member who satisfies all of the above criteria may accept the benefits of this early retirement program. In order to qualify for the benefits, the eligible member must declare their intent to retire by May 1, 2000, and leave employment between July 1, 2000, and July 31, 2000.

(b) Upon retirement pursuant to this Section, a person shall be paid a pension computed according to Section 15.

(c) Other than the obligation to pay pensions pursuant to Section 12.1(b), this Section shall become null and void on August 1, 2000.

In all other respects Appendix A of the Code of the City of Muskegon shall remain in full force and effect.

This ordinance adopted:

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

Adoption Date: January 25, 2000

Effective Date: February 18, 2000

First Reading: January 25, 2000

Second Reading: N/A

CITY OF MUSKEGON

By: Gail A. Kunderger
Gail A. Kunderger
City Clerk

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 25th day of January, 2000, at which meeting a quorum was present and remained throughout, and that the original of said ordinance is on file in the records of the City of Muskegon. I further certify that the meeting was conducted, and public notice was given, pursuant to and in full compliance with Act No. 267, Public Acts of Michigan of 1976, as amended, and that minutes were kept and will be or have been made available as required thereby.

DATED: January 25, 2000

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

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

February 2, 2000

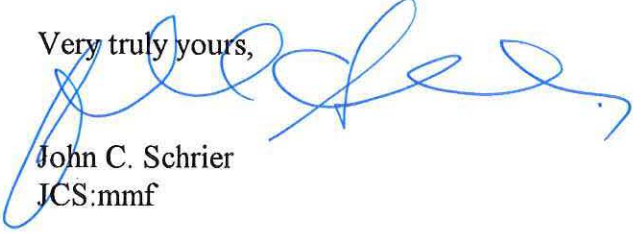
Ms. Gail A. Kunderinger
City Clerk
City of Muskegon
P.O. Box 536
Muskegon, MI 49443-0536

Re: Police and Fire Retirement System

Dear Ms. Kunderinger:

Enclosed please find Notice of Adoption of an Amendment to the Police Fire Retirement System.
Please fill in the date the city commission adopted the amendment.

Very truly yours,



John C. Schrier
JCS:mmf

Enclosure

G. Thomas Johnson
George D. Van Epps
John M. Briggs, III
Michael L. Rolf
George W. Johnson
W. Brad Groom

John C. Schrier
Christopher L. Kelly
Linda S. Kaare
Philip M. Stoffan
William J. Meier

James R. Scheuerle
Keith L. McEvoy
Anna K. Urlick
Scott R. Sewick
Jennifer L. Hylland
Jeffery A. Jacobson

Of Counsel
Thomas J. O'Toole
Eric J. Fauri

Retired
Robert L. Forsythe
Arthur M. Rude
Harold M. Street

Paul T. Sorensen
1920-1966
George A. Parmenter
1903-1993
Cyrus M. Poppen
1903-1996

**CITY OF MUSKEGON
NOTICE OF ADOPTION**

TO: ALL PERSONS INTERESTED

Please take notice that on January 25, 2000, the City Commission of the City of Muskegon adopted amendments to Appendix A of the Muskegon City Code concerning the Police and Fire Retirement System, summarized as follows:

1. Section 12.1 is amended to provide an early retirement option for a member who is not represented by a labor organization at the time of the member elects to take the early retirement benefits, is at least fifty-three (53) years of age, and has ten (10) or more years of credited service. The eligible member must declare their intent to retire by May 1, 2000, and leave employment between July 1, 2000 and July 30, 2000. Other than the obligation to pay pensions, this Section shall become null and void on August 1, 2000.

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 (10) days from the date of this publication.

CITY OF MUSKEGON

Published February 8, 2000

By _____
Gail A. Kunding, Its Clerk

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

Date: January 25, 2000
To: Honorable Mayor and City Commissioners
From: City Attorney
RE: Amoco Deal

SUMMARY OF REQUEST: The contract has been amended to satisfy the City concerning its responsibilities and risks on the Amoco property, which we are proposing to acquire to use for a large segment of the Lakeshore Trail. The concerns included, primarily, an agreement proposed to us which required us to indemnify Amoco for all kinds of pollution which could have caused third party injury, but which was caused by them. The changes made in this document do away with that concern.

This is ready for approval PROVIDED Amoco sends us one other document – a proposed restrictive covenant document with changes concerning the expense of soil removal by Amoco, and a change regarding the need for Amoco approval of our improvements – the trail, or park, or other uses.

FINANCIAL IMPACT:

BUDGET ACTION REQUIRED:

STAFF RECOMMENDATION: Approval, contingent on those changes, in form acceptable to the City Manager and/or the City Attorney.

COMMITTEE RECOMMENDATION: The Committee of the Whole will meet January 24, 2000, and discuss this request.

law offices of | **PARMENTER O'TOOLE**175 W. Apple Avenue • P.O. Box 786 • Muskegon, MI 49443-0786
231.722.1621 • fax 722.7866 or 728.2206

August 16, 1999

PROPOSED 8/16

Mr. David Crawford, Attorney
 Amoco Corporation - Law Department
 Mailcode 1406
 200 E. Randolph Drive
 P.O. Box 8773 (60680-0703)
 Chicago, IL 60601-7125

Amoco/City of Muskegon

Dear Mr. Crawford:

Thank you for supplying the real estate contract, as revised, and the other documents you sent me by Federal Express, July 21, 1999.

As I indicated to you previously, we presented this contract to the Muskegon City Commission with my comments and with the comments of our engineering consultant on this project. I was pleased to report the adjustments which we had agreed to in the contract, but the city commission, because of other concerns, expressed not only by myself but by the environmental consultant, declined to enter into the agreement.

These concerns were, chiefly, the indemnity limitations, the condition of the property, the progress of the cleanup, the absence of the filing of a RAP with the state, and access issues. At their direction and after staff consultation, we expect that the city will be in a better position to accept an agreement of sale for the indicated price if the following are included or changed in an agreement:

1. The protection of the city by BP Amoco or its successors under an indemnity clause should continue until the contamination on the property has been cleaned up to the satisfaction of the MDEQ. The limitation on the indemnity time to the "petroleum restriction" period was inadequate in the view of the commissioners. Moreover, we believe the indemnity provisions should include not only actual cleanup costs, but fines, penalties, attorney fees, and other expenses so that the city is made whole in the event the city is responsible for either regulatory or third-party claims which arise out of the preexisting contamination or your activities.

G. Thomas Johnson
 George D. Van Epps
 John M. Briggs, III
 Michael L. Rolf
 George W. Johnson
 W. Brad Groom

John C. Schrier
 Christopher L. Kelly
 Linda S. Kaare
 William J. Meier
 Keith L. McEvoy

James R. Scheuerle
 Anna K. Urick
 Jennifer L. Hylland
 Philip M. Stoffan
 Scott R. Sewick

Of Counsel
 Thomas J. O'Toole
 Eric J. Fauri

Retired
 Robert L. Forsythe
 Arthur M. Rude
 Harold M. Street

Paul T. Sorensen
 1920-1966
 George A. Parmenter
 1903-1993
 Cyrus M. Poppen
 1903-1996

2. The RAP should be prepared and filed with MDEQ at least in bona fide first draft form before we close, or if that is impossible, within six months of the closing, with the purchase price escrowed in an interest bearing account, to be released conditional upon that bona fide filing. We had not realized, until our environmental consultant investigated, that there is no RAP on file, and it would seem that after this long time that should have been accomplished. The commissioners expressed it this way - there ought to be a blueprint for the cleanup which will result in a successful physical cleanup and approval of MDEQ. They are unwilling to purchase the property unless that is well along. Since actual approval of a RAP often takes many months or years, we felt that a bona fide filing of the first draft should be sufficient.
3. The commitment to the buyer for the cleanup, in addition to the commitment to the state, essentially found in paragraph 8 of the real estate contract, should last as long as the indemnity provisions above - that is until the cleanup has been performed to the satisfaction of the MDEQ.
4. The first draft of the RAP and subsequent drafts should seek a categorical or site specific cleanup level which will enable recreational use under MCL 324.20120a or 20120b.
5. The restrictive covenant should be negotiated before we close to the point where it allows the city's bike trail to be installed. This may require that we locate the trail in areas which are less impacted, and the restrictive covenant could be approved and recorded without impeding the construction of the trail. This does not mean that the covenant could not include health and safety plans for construction, etc. It would mean that before closing, or before the escrow period above, the city could at least be confident that it will be able to build the trail after closing or breaking escrow.
6. Responsibility of the city should be limited to spills or releases which it causes. The city should not be responsible for third-party spills, although it would take appropriate responsibility to pursue remedies against such parties along with Amoco.
7. Amoco would be required to carry on the cleanup set forth in the RAP on a continuous basis, stopped only by a MDEQ order. Copies of all reports in connection with the cleanup would be supplied to the city on a continuing basis, and Amoco would be required to continue the cleanup in effect and operate on the property for that purpose until the MDEQ certifies completion under the RAP. (We have the impression that no cleanup activity is presently happening).
8. The company would commit to cooperating with the city in performing its due care plan and would carry on any responsibilities which the due care plan requires of it.
9. BP Amoco would assign all its right to access and any railroad crossing to the buyer. If Amoco has them in its possession and retrievable, any documents regarding the crossing would be supplied before closing. As you may know, the railroad has indicated that the crossing "does not exist," and they are unwilling to grant or agree to an easement or crossing on the tracks. This leaves us somewhat puzzled, because there is clearly a

crossing which has been used by Amoco for decades. The lack of access to the property along the tracks is a matter of extreme inconvenience to the city, especially as it relates to the entry of emergency equipment for accidents or repairs needed on the trail.

I understand that this response perhaps extends the negotiations and concerns regarding this property. However, I do not think this is a routine transaction, and I would hope that the possibility of marketing this property to a city, which will use it for limited public purposes, would be attractive to the company. A considerable purchase price is involved, and the transaction contemplates that you would be able to remain and carry out your responsibilities with a minimum of interference by the city or persons who enter the property.

It is likely that we will have to do some fencing to at least discourage or indicate a prohibition against coming upon the more polluted areas, and it seems to me that the city is willing to construct and operate a bike trail under those circumstances. I hope BP Amoco will complete this matter as we suggest in this letter.

Of course, we are most willing to discuss with you further any other ideas you may have about these matters and how we might successfully transact the business and utilize the property. I would appreciate hearing from you at your earliest convenience.

Very truly yours,

G. Thomas Johnson
Direct Dial: 231/722-5400
E-mail: gtj@parmenterlaw.com

GTJ/mm

c: Bryon Mazade, City Manager
Deb Harrison, Planning Dept.
Dan Schornak - Alliance Real Estate Services,
16950 Garfield, Suite 5A, Clinton Township, MI 48038



SS #

Terminal

1640 Lakeshore Drive, Muskegon, Michigan

Real Estate Contract

(Surplus Property)

28-884-SP (7-98) E

THIS CONTRACT, made this 25th day of January, 2000, between Amoco Oil Company, a Maryland corporation, with offices at 200 East Randolph Drive, Chicago, Illinois 60601, hereinafter called Seller, and City of Muskegon, whose address is 933 Terrace Street, Muskegon, Michigan 49449, hereinafter called Purchaser.

WITNESSETH:

That in consideration of the mutual covenants and agreements herein contained, Seller hereby agrees to sell, and Purchaser hereby agrees to buy, for the price of Four Hundred Fifty Thousand and No/100 Dollars

(\$ \$450,000.00), and upon the terms and conditions hereinafter set forth, the real estate described in Attachment #1 annexed hereto and made a part hereof, together with all improvements located thereon (the "Property"), ~~and the personal property and equipment, if any, set forth in Bill of Sale labeled Exhibit "A" annexed hereto and made a part hereof;~~ all other trade fixtures and equipment are excepted.

Seller hereby agrees, subject to the conditions hereinafter set forth, to convey title to the Property to Purchaser by Special Warranty Deed, subject to:

- (1) Existing leases, easements, sidetrack and license agreements, if any, whether of record or not.
- (2) Covenants and conditions of record, if any.
- (3) Taxes and special assessments against the Property, if any.
- (4) Zoning laws and municipal regulations, if any; environmental laws and regulations, if any; building line restrictions, use restrictions and building restrictions of record, if any; and any party wall agreements of record.
- (5) Encroachments, overlaps and other matters which would be disclosed by an accurate current survey.
- (6) The Release and Right-of-Entry as hereinafter set forth.
- (7) The following covenants and agreements of the Purchaser:

"The Grantee(s) herein and hereby covenant(s) and agree(s) for Its, Self, and ITS heirs, executors and assigns, that no part of the real estate herein conveyed shall be used by said grantee(s) heirs, executors, grantees or assigns, for the purpose of conducting or carrying on the business of selling, handling or dealing in gasoline, diesel fuel, kerosene, benzol, naphtha, greases, lubricating oils, or any fuel used for internal combustion engines, or lubricants in any form."

"The foregoing restriction shall terminate and be of no further force and effect upon the expiration of a period of 10 years from the date hereof."

"The foregoing covenants shall run with the land and be binding on said Grantee(s) ITS heirs, executors, grantees and assigns, and inure to the benefit of the Grantor herein, its successors and assigns"

It is further agreed between Seller and Purchaser that:

1. Purchaser has deposited with Seller the sum of

Zero

Dollars

(\$ _____), as earnest money to be applied against the purchase price. On the date of closing as set forth in Paragraph 13 (the "Closing Date"), Purchaser agrees to pay to Seller the balance of the purchase price in the amount of

Four Hundred Fifty Thousand and No/100

Dollars

(\$ \$450,000.00).

2. Seller agrees to furnish to Purchaser within thirty (30) days from the date hereof a preliminary title report or commitment to insure title to the Property issued by a responsible title insurance company, or the equivalent under the Torrens Act in the event that the Property is registered under the Torrens System, showing title in Seller subject only to the exceptions above specified and the usual exclusions and exceptions contained in standard title insurance policies.

3. Purchaser shall, within thirty (30) days after receiving said title report or commitment, deliver to Seller a written statement of any objection to the title or a written statement to the effect that the title is satisfactory. In the event Seller does not receive Purchaser's written statement of objections within such thirty (30) day period, it shall be conclusively presumed that Purchaser has waived all objections to title. In the event there are objections to the title, Seller shall be allowed thirty (30) days or until the Closing Date, whichever is longer, to cure the same, and should such objections be not cured or waived within such period, then Seller agrees to refund the earnest money deposit, this agreement shall thereafter be inoperative and void and neither Seller nor Purchaser shall have further liability hereunder.

4. Purchaser's obligation to close hereunder shall be subject to Purchaser, at Purchaser's sole cost and expense, inspecting or causing an inspection to be made by qualified professionals on Purchaser's behalf of the Property and other assets described herein, including at Purchaser's option, environmental inspections or tests for hydrocarbons or for any toxic or hazardous substances. Purchaser, his agents or employees may enter upon the Property for the purpose of making such inspections and tests; provided, however, that Purchaser shall schedule such inspections and tests with Seller, who shall have the right to have a representative present at all times during inspections and tests performed by Purchaser; that Purchaser shall provide to Seller complete copies of the results of all such inspections and tests; that the results of such tests shall be confidential and shall not be reproduced or disclosed by Purchaser to anyone without written consent of Seller; that Purchaser shall promptly repair any and all damages to the Property caused by that such activities, and shall restore the property to the same condition as before the inspections or tests to the satisfaction of Seller; that such inspections and tests shall not be conducted in such a manner as to interfere with business operations conducted on the Property; and that Purchaser shall indemnify and hold Seller harmless from and against any and all claims arising from or by reason of Purchaser's entry upon the Property. In the event such inspections disclose conditions unsatisfactory to Purchaser in

Forty Five (45) days after

Purchaser's sole discretion, and Purchaser so notifies Seller in writing on or before execution of this Contract, then this Contract shall become null and void, and Seller shall return the earnest money deposit to Purchaser. In the event Seller does not receive Purchaser's written notice by such date, it shall be conclusively presumed that Purchaser has satisfied or has waived this contingency.

5. Purchaser expressly acknowledges and agrees (i) that the Property has been used as a retail gasoline station; (ii) that Purchaser is relying on the results of his own investigation of the physical and environmental condition of the Property; (iii) that Purchaser is relying solely on his own judgment in completing the purchase of the Property, and (iv) that Purchaser is acquiring the Property "as is" with all faults on the date of conveyance, except as set forth in this Contract. Seller makes no representations or warranties whatsoever regarding the condition of the real estate or improvements, including but not limited to the environmental condition of the Property and warranties of merchantability or fitness for a particular purpose.

~~6. Seller agrees to remove the underground tanks and product lines now on the Property and to backfill the tank hole(s) within thirty (30) days after the Closing Date, subject to the availability of labor, weather conditions, and other factors beyond Seller's control. Purchaser hereby grants to Seller the right to enter on the Property, agrees to cooperate with Seller in the removal of the existing tanks and lines, and hereby releases Seller from all claims of loss of profits or interference with Purchaser's business resulting therefrom. Purchaser hereby expressly assumes all responsibility for grading, compacting and resurfacing the Property.~~

7. Purchaser acknowledges receipt of copies of the assessments, reports and/or correspondence regarding the Property, copies of which are labelled Exhibit "B" annexed hereto and made a part hereof. Purchaser further acknowledges that additional assessments or diagnostic measures may be required to be performed upon the Property to determine and to design and implement a reasonable and cost effective plan for remediation of hydrocarbon contamination, and that such assessments and remediation activities may be disruptive of Purchaser's use and occupancy of the Property and may continue for an indefinite period of time. Notwithstanding the foregoing, Purchaser desires to complete the purchase of the Property and agrees to cooperate with Seller in the performance of assessment and remediation activities after the Closing Date.

8. Seller agrees to perform reasonable and cost effective assessment and remediation measures to address hydrocarbon contamination on the Property caused by Seller prior to the Closing Date as deemed necessary or advisable by Seller, in its

Michigan Department of Environmental Quality

sole discretion, or as Seller is required to perform by the (the "Department"), for a period of time ending upon expiration of the petroleum restriction set forth in (7) above, or sooner as hereinafter provided (the "Ending Date"); provided, however, at such sooner time as (i) no further remediation activities are required from Seller by the Department, or (ii) any gasoline, diesel fuel, kerosene, benzol, naphtha or any fuel used for internal combustion engine is sold, handled or stored on the Property; or (iii) Purchaser shall materially default in compliance with any applicable environmental law or regulation, or shall otherwise default in the performance of any material covenant of this Contract relating to environmental contamination, assessment or remediation, including but not limited to Paragraph 10 hereafter, or (iv) a material spill, leak, or other release of hydrocarbons or other contamination occurs following the Closing Date which makes Seller's remedial work significantly more difficult, or significantly increases the cost or extends the time to complete the remedial work, then Seller shall thereafter have no further responsibility to Purchaser, or to Purchaser's heirs, personal representatives, grantees, successors or assigns, or to anyone claiming by, through or under Purchaser, for remediation of any contamination on the Property and all indemnity obligations of Seller shall end. except as caused by Seller,

9. For the period of time commencing on the Closing Date, and ending on the Ending Date, Seller agrees to indemnify and hold harmless Purchaser and Purchaser's heirs, legal representatives and successors (collectively the "Indemnified Purchaser Parties"), from and against all claims, demands, damages, losses, judgments, penalties and liabilities which arise as a result of any enforcement action resulting from the presence of hydrocarbon contamination on the Property caused by Seller's use thereof prior to the Closing Date; provided, however, that (i) Seller's indemnity shall be limited to remediation costs actually incurred by or imposed upon Indemnified Purchaser Parties as a result of such enforcement action, (ii) Indemnified Purchaser Parties shall promptly notify Seller and provide to Seller copies of all notices received by Indemnified Purchaser Parties pertaining to any such enforcement action, and (iii) Indemnified Purchaser Parties shall incur no costs or expenses for remediation without the prior written consent of Seller.

10. As of the Closing Date, Purchaser hereby expressly assumes all responsibility and liability for compliance with all environmental laws and regulations and for any environmental assessment, inspection, monitoring and remediation relating to or resulting from Purchaser's use of the Property. Purchaser shall, at Seller's request, provide to Seller assurance of compliance with all environmental laws and regulations, including but not limited to the results of all future environmental tests, product inventory data, tank gauging data, tank leak detection data and sampling data; shall promptly notify Seller of all leaks, spills or releases of hydrocarbons or other regulated substances which occur or of which Purchaser becomes aware; and shall, at Seller's request, permit Seller to perform product tracing and other reasonable tests and procedures during the period of any assessment or remediation activities by Seller, it being the intent of the parties that Purchaser shall be responsible and liable for any and all spills, leaks and releases which occur subsequent to the Closing Date. Commencing on the Closing Date, Purchaser agrees, collectively, and jointly and severally, for themselves and on behalf of their agents, employees, heirs, personal representatives, grantees, successors and assigns (collectively "Purchaser Indemnifying Parties"), to indemnify and hold harmless Seller, its parent, affiliates, and each of their respective agents, employees, officers, directors, shareholders, successors and assigns (collectively the "Indemnified Seller Parties") from and against all claims, demands, damages, losses, liabilities, judgments, penalties, suits, actions, costs and expenses (including consultants' and attorneys' fees) arising from the presence of hydrocarbon or other contamination occurring after the Closing Date provided, however, that from and after the Ending Date, Purchaser Indemnifying Parties shall indemnify and hold harmless the Indemnified Seller Parties from and against all claims, demands, damages, losses, judgments, penalties, suits, actions, costs and expenses (including consultants' and attorneys' fees) arising from all contamination of the Property, except as caused by Seller.

except as
caused by
Seller.

except as
caused by
Seller.

*first

11. Seller reserves the right, for itself, its agents, employees, successors and assigns, to enter upon the Property, both before and after the Closing Date, for the purpose of (i) engaging in environmental assessment, inspection, monitoring and remediation, including but not limited to the installation of such facilities and the conduct of such activities as deemed necessary or advisable by Seller, in its sole discretion, or as are required by governmental authorities having jurisdiction, for a period of time required to comply with any applicable environmental laws or regulations affecting the Property, and (ii) removing from the Property any property and equipment not sold hereunder. Seller shall not be liable for any damages to Purchaser, direct or indirect, resulting from contamination of the Property existing on the Closing Date or for any interruption or interference with any business or activities being conducted on the Property, or loss of opportunity, or any other loss, damage, cost or expense of any kind whatsoever, caused by or resulting from the condition of the Property or the performance of any activities authorized herein; provided, however, Seller shall use reasonable efforts to minimize such interruption or interference. Purchaser agrees to cooperate fully with Seller in the performance of the activities authorized herein so as to minimize the time and expense to Seller, including the granting of access to on-site utilities (e.g., electricity, sewer, and water), if required for such activities, and further agrees that, during the period of any assessment or remediation activities by Seller, (i) no construction or improvements shall be made upon the Property which would impede or restrict access to monitoring wells, remediation or monitoring equipment, or to the hydrocarbon plume, or which would modify or affect the size, location or nature of the plume without the prior written consent of Seller, which consent shall not be unreasonably withheld; and (ii) no gasoline, diesel fuel or other motor fuels shall be sold, handled or stored on the Property.

12. As further consideration without which Seller would not have entered into this Contract, Purchaser agrees to execute and deliver to Seller at closing the following documents: ~~(i) the Bill of Sale in the form set forth in Exhibit "A" annexed hereto and made a part hereof, and (ii) the Release and Right-of-Entry in the form set forth in Exhibit "C" attached hereto and made a part hereof~~, each of said documents to be effective as of the Closing Date.

13. The Closing Date shall be fifteen (15) days after all conditions have been satisfied or waived, but not later than Sixty (60) days after execution of this Contract. Closing shall be effected through escrow with the title insurance company acting as escrow agent for both parties. Seller shall deliver to the escrow agent its Special Warranty Deed, any other documents required hereunder, and all customary documents required by the title company not inconsistent with this Contract. Purchaser shall deliver to the escrow agent the balance of the purchase price in cash or certified funds, the Release and Right-of-Entry, any other documents required hereunder, and all customary documents required by the title company not inconsistent with this Contract. The escrow agent shall record the Special Warranty Deed and the Release and Right-of-Entry; shall deliver to Seller its Settlement Statement, a cashier's check for the purchase price less Seller's expenses, and the recorded Release and Right-of-Entry; and shall deliver to Purchaser its Settlement Statement, the recorded Special Warranty Deed and the owner's title insurance policy. Seller shall pay the fees for recording the Release and Right-of-Entry and the title insurance premium. Purchaser shall pay the fees for recording the Special Warranty Deed. Seller and Purchaser each agree to pay 50% of the escrow fee.

14. Rents and other current charges, if any, shall be adjusted pro rata as of date of delivery of deed. General taxes for the year of closing shall be prorated from January 1st to date of delivery of deed. If the amount of such taxes is not then ascertainable, prorating shall be on the basis of the amount of the most recent ascertainable taxes. Purchaser agrees to pay any and all Federal, State, and local real estate transfer taxes and documentary stamp taxes applicable to this transaction, and a present or future retailer's occupation tax, sales, use, excise or similar tax applicable to the sale of goods, equipment or other personal property covered by this Contract.

15. If, after the date of execution of this Contract and prior to closing, a casualty loss occurs that results in damage or destruction such that greater than five (5) percent of the value of improvements and equipment are damaged or destroyed, then either party shall have the right to terminate this Contract by notice to the other, in which case this Contract shall be deemed null and void, the earnest money shall be returned to Purchaser, and neither Seller nor Purchaser shall have any further liability under this Contract. Seller shall have no duty whatsoever to restore any improvements or equipment on the Property.

16. Seller and Purchaser each represent and warrant to the other that no brokers or finders have been involved in this transaction, except Alliance Real Estate Services (Realtor), and that no commissions or fees are due to any broker or to any other party with regard to this transaction, except as set forth in the Commission Agreement labelled Exhibit "D" annexed hereto and made a part hereof. Seller and Purchaser each agree to indemnify, defend and hold the other harmless from any claims, loss, damage, costs and expense arising from any breach hereof by the indemnifying party.

17. (a) In the event of default hereunder by Purchaser prior to closing, Seller's remedies shall include, in addition to specific performance and other remedies available at law or in equity, terminating this Contract upon written notice to Purchaser, in which event Seller may retain the earnest money at its option as liquidated damages, and Seller or Purchaser shall thereafter have no further claim against or liability to the other and this Contract shall be inoperative and void.

(b) In the event of default hereunder by Seller prior to closing, Purchaser's remedies shall include, in addition to specific performance and other remedies available at law or in equity, terminating this Contract upon written notice to Seller, in which event Seller expressly agrees to refund to Purchaser the earnest money deposit, and Seller or Purchaser shall thereafter have no further claim or liability against the other and this Contract shall be inoperative and void.

18. All notices required or sent hereunder shall be in writing and delivered in person, by messenger or other express delivery service, or by U.S. Mail Certified, Return Receipt Requested, to the address of the other party as set forth in the first paragraph of this Contract, or to such other address as the parties may from time to time designate. A copy of any notice to Seller shall also be sent to Amoco Oil Company, 200 East Randolph Drive, Chicago, Illinois 60601, Attention: Real Estate Administration. Each such notice shall be deemed served and effective on the date of delivery or refusal, if delivered personally, on the date of the delivery receipt, if delivered by messenger or express service, or the date of mailing shown on the certified mail receipt, if delivered by certified mail.

19. Purchaser acknowledges that Seller has made no representations or warranties to Purchaser regarding (i) the economic viability, profitability or business potential of the Property; (ii) the condition or suitability of any assets sold to Purchaser for operating Purchaser's business or for any other use; or (iii) the environmental condition or status of the Property.

20. This Contract ^Band Exhibits "A" through "D" annexed hereto contain the entire understanding and agreement between the parties hereto relative to the subject matter hereof. No representations or statements, other than those expressly set forth herein, were relied upon by the parties in entering into this Contract. No modification, waiver of, addition to, or deletion from the terms of this Contract shall be effective unless reduced to writing and signed by Seller and Purchaser, each of whom

expressly waives, releases and forever forswears any right under Michigan law which permits a contract, by its terms amendable only in writing, to be orally amended.

**and Amendment of Real Estate Contract attached hereto and made a part hereof,

21. Any covenant or provision hereof which by its nature requires observance or performance after the Closing Date shall survive delivery of the deed and shall continue in full force and effect.

22. The provisions hereof shall inure to the benefit of and bind the parties hereto, their respective heirs, personal representatives, successors and assigns. Purchaser shall not assign his rights under this Contract without the prior written approval of Seller.

23. It is expressly understood and agreed that this Contract shall not be binding on Seller unless and until it is executed on behalf of Seller by an authorized representative and a signed copy thereof is delivered to Purchaser.

In Witness Whereof, the parties hereto have duly signed these presents the day and year first above written.

Witness:

AMOCO OIL COMPANY, Seller

By _____

Taxpayer I.D. No. 36-2440313

Witness:

PURCHASER

Gloria Coburn

Linda Potter

Indy J. Hickman
City of Muskegon

Dail A. Kundergei

Taxpayer I.D. No. _____

Terminal
1640 Lakeshore Drive
Muskegon, Michigan

ATTACHMENT #1

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

Block 587 of the Revised Plat of the City of Muskegon, according to the recorded plat thereof in Liber 3 of Plats, Page 71, except that part lying Northeasterly of a line described as follows: Beginning at a point on the Easterly line of said block, 225.7 feet Southwesterly of the Northeasterly corner of said block, thence North 50 degrees 15 minutes West 89.3 feet, thence Northeasterly 76 feet to the Westerly line of said block, and the point of ending of said line.

ALSO

Blocks 588 through 593, inclusive, and that part of Block 594, if any, of The Revised Plat of the City of Muskegon, according to the recorded plat thereof in Liber 3 of Plats, Page 71, and all land lying Westerly of Block 592, to Ruddiman Creek, and all land lying Northerly of Block 592, to the railroad right-of-way, that lies East of a dividing line established by the instruments recorded in Liber 40 of Miscellaneous Records, Page 110, and Liber 51 of Miscellaneous Records, Page 610, which line is described as follows:

Commence at the section corner common to Sections 25, 26, 35 and 36 in Township 10 North, Range 17 West, thence South 52 degrees 11' West at an angle of 37 degrees 28' to the left from the section line between said Sections 25 and 36 (extended West), a distance of 788 feet to a point which is the place of beginning of said dividing line; thence North 26 degrees 43' West on and along said dividing line, the same being a straight line -ing an angle of 78 degree 54' to the left from the last described course, to and into Muskegon Lake Channel.

EXCEPT that part of subject property, previously conveyed to the City of Muskegon and described as follows:

That part of Government Lot 1, Section 35, Town 10 North, Range 17 West, City of Muskegon, Muskegon County, Michigan, lying between the Centerline of Ruddiman Creek and the Southwesterly line of Block 592 of the Revised Plat of 1903 of the City of Muskegon, described as follows: Commencing at the North most corner of Block 531 of said Revised Plat of 1903 of the City of Muskegon, said point being the Southwest corner of Lake Shore Drive and Frisbie Street, thence North 25 degrees 05' West along the extension of the Westerly line of said Frisbie Street 66.00 feet to the Northerly line of Lake Shore Drive, thence South 66 degrees 10' West along the Northerly line of Lake Shore Drive 53.00 feet for point of beginning, thence North 39 degrees 20' West 69.53 feet, thence South 66 degrees 10' West 75 feet more or less to the Centerline of Ruddiman Creek, thence Southerly along the center line of Ruddiman Creek 68 feet more or less to the Northerly line of Lake Shore Drive, thence North 66 degrees 10' East along said Northerly line 100 feet more or less to point of beginning.

AND

That part of Block 592 of the Revised Plat of 1903 of the City of Muskegon, Muskegon County, Michigan, described as follows: Commencing at the North most corner of Block 531 of said Reviseddd Plat of 1903 of the City of Muskegon said point being the Southwest corner of Lake Shore Drive and Frisbie Street, thence North 25 degrees 05' West along the extension of the Westerly line of said Frisbie Street 66.00 feet to the Northerly

Terminal
1640 Lakeshore Drive
Muskegon, Michigan

Legal Description -(continued)

line of Lake Shore Drive, thence North 66 degrees 10' East along the Northerly line of Lake Shore Drive 68.55 feet for point of beginning, thence continue North 66 degrees 10' East along the Northerly line of Lake Shore Drive 93.68 feet, thence North 44 degrees 27' East along the Northerly line of Lake Shore Drive 93.68, thence South 55 degrees 18' 30" West 184.00 feet to the point of beginning.

LEGAL DESCRIPTION SUBJECT TO VERIFICATION BY SELLER

DECLARATION OF RESTRICTIVE COVENANT

(for "on-site" containment property)

This Restrictive Covenant will be recorded with Muskegon County Register of Deeds for the purpose of protecting public health, safety and welfare and the environment.

Amoco Corporation has received notice of approval from the Michigan Department of Environmental Quality (MDEQ) dated _____, for a Remedial Action Plan (RAP) that includes land use-based cleanup criteria as defined and set forth in Section 20120a of Part 201 of the Natural Resources and Environmental Protection Act (NREPA), 1994 PA 451, as amended, MCL 324.20101 et seq, for the environmental remediation associated with the property located in the city of Muskegon, County of Laketon, more particularly described as:

See Attachment for legal description of Properties

See Figure 11 for a survey of the property subject to land-use restrictions.

As used herein, the term "Owner" shall mean at any given time the then current title holder of the Property.

NOW THEREFORE, BP Amoco Corporation, (Mail Code 1902, 200 East Randolph Drive, Chicago, Illinois 60601), pursuant to Section 20120b(4) of NREPA and the Limited Land Use or Site-Specific, Criteria-Based Remedy Agreement entered by and between Amoco Corporation and the MDEQ (LANDUSE-ERD-98- (#)), hereby imposes restrictions on the Properties and covenants and agrees that:

1. The Owner shall restrict the uses of the Property to those uses compatible with the limited allowable land use based on site specific risk assessment as contained in the RAP and other use that is consistent with the assumptions and basis for the cleanup criteria established in the RAP pursuant to Section 20120a(*). Cleanup criteria for land use-based remedial action plans are located in the Government Documents section of the State of Michigan Library.
2. The Owner shall restrict activities at the Property that may interfere with a remedial action, operation and maintenance, monitoring, or other measure necessary to assure the effectiveness and integrity of the remedial action. The cleanup category proposed for this site is 'site specific' as described in the RAP.
3. The Owner shall restrict activities at the Property that may result in exposures above levels established in the RAP. These activities include:
 - NO ADDITIONAL WATER WELLS MAY BE CONSTRUCTED AT THE PROPERTY FOR EITHER POTABLE OR OTHER USE (EXCLUDING WELLS RELATED TO ACTIVITIES OUTLINED IN THE RESTRICTIVE COVENANT).

- ♦ THE PROPERTY USE MUST REMAIN IN ACCORDANCE WITH THE ALLOWABLE LANDUSE DESCRIPTIONS CONTAINED IN THE RAP AND APPENDIX A OF THIS RAP.
- ♦ NO ACTIVITIES PROHIBITED BY OR HINDERING IMPLEMENTATION OR MAINTENANCE OF ACTIONS PROPOSED IN THIS RESTRICTIVE COVENANT SHALL BE PERFORMED. ADDITIONAL ASSESSMENT CAN BE CONDUCTED AT THE CURRENT OWNERS EXPENSE TO DETERMINE IMPACT OF PROPOSED ACTIVITIES.
- ♦ ANY ADDITIONS OR ALTERATIONS TO CURRENT BUILDINGS OR STRUCTURES MUST FIRST BE ASSESSED FOR ENVIRONMENTAL IMPACT AT THE EXPENSE OF THE OWNER AT THE TIME OF THE ADDITIONS OR ALTERATIONS.
- ♦ PERMANENT MARKERS DEMARKING THE LAND USE RESTRICTED AREAS OF THE PROPERTY SHALL BE MAINTAINED BY THE PROPERTY OWNER. ANY ALTERATION TO THE PERMANENT MARKERS MUST FIRST BE ASSESSED FOR ENVIRONMENTAL IMPACT AT THE EXPENSE OF THE OWNER AT THE TIME OF THE ALTERATION.
- ♦ COSTS INCURRED FROM EXCAVATION, CHARACTERIZATION, AND DISPOSAL OF SOILS OR GROUND WATER REMOVED FROM THE PROPERTY AS A RESULT OF ADDITIONAL SITE CONSTRUCTION ACTIVITIES OR IMPROVEMENTS BY OWNER WILL BE AT THE EXPENSE OF THE OWNER AT THE TIME OF SOILS EXCAVATION OR GROUND WATER REMOVAL.
- ♦ AMOCO AND IT'S REPRESENTATIVES RETAIN RIGHT OF ACCESS TO THE PROPERTY TO CONDUCT ACTIVITIES OUTLINED RELATED TO THOSE DESCRIBED IN THIS RESTRICTIVE COVENANT.
- ♦ THE SHORELINE OF MUSKEGON LAKE ALONG THE PROPERTY LINE MAY BE RESTRICTED FOR SWIMMING OR ANY SUCH CONTACT WITH WATER WHICH MAY CAUSE ACCIDENTAL INGESTION OF WATER.
- ♦ NO STRUCTURE WITH AN INDOOR AIR SPACE AND WITH A FLOOR WITH A POSSIBILITY TO LET SOIL AIR INTO THE INDOOR AIR SPACE MAY BE CONSTRUCTED IN THE PARTS OF THE PROPERTY MARKED AS RESTRICTED AREAS REPRESENTED IN FIGURE 11.
- ♦ NO ACTIVITY WHICH MAY CAUSE CONTACT WITH SURFACE SOIL MAY BE PERMITTED IN THE PART OF THE PROPERTY MARKED AS RESTRICTED IN FIGURE 11.
- ♦ NO TRENCHING, EXCAVATION, OR UTILITY WORK MAY BE DONE IN THE AREAS REPRESENTED AS RESTRICTED IN FIGURE 11.

- ♦ FOR THE PURPOSES OF DETERMINING EXTENT OF ENVIRONMENTAL IMPACT, IN THE EVENT TRENCHING OR EXCAVATION IS PERFORMED IN THE AREAS IDENTIFIED AS RESTRICTED IN FIGURE 11, PROPER PERSONNEL PROTECTIVE EQUIPMENT SHOULD BE USED. USAGE OF PERSONNEL PROTECTIVE EQUIPMENT SHOULD BE IN COMPLIANCE WITH OSHA REGULATIONS.
 - ENVIRONMENTAL ASSESSMENT OF THE TERMINAL SHOULD BE CONDUCTED, PRIOR TO PERFORMING ANY CONSTRUCTION AND/OR DEVELOPMENT ACTIVITIES ON THE ENTIRE TERMINAL.
 - ♦ AS SITE CONDITIONS CHANGE WITH TIME, RISK ASSESSMENT MAY BE CONDUCTED AT ANY FUTURE TIME TO REMOVE ONE OR MORE OF THE RESTRICTIONS LISTED IN THIS DOCUMENT WITH APPROVAL FROM THE MICHIGAN DEPARTMENT OF ENVIRONMENTAL QUALITY.
4. The Owner shall provide notice to the MDEQ of the Owner's intent to convey any interest in the Facility 14 days prior to consummating the conveyance. A conveyance of title, an easement, or other interest in the Property shall not be consummated by the Property owner without adequate and complete provision for compliance with the terms and conditions of this Covenant.
5. The Owner shall grant to the MDEQ and its designated representatives the right to enter the Property at reasonable times for the purpose of determining and monitoring compliance with the RAP, including the right to take samples, inspect the operation of the remedial action measures and inspect records.

The state may enforce the restrictions set forth in this Restrictive Covenant by legal action in a court of appropriate jurisdiction.

This Restrictive Covenant shall run with the Property and shall be binding upon all future owners, successors, lessees or assigns and their authorized agents, employees, or persons acting under their direction and control, and shall continue until the MDEQ or its successor approves modifications or rescission of this Restrictive Covenant. A copy of this Restrictive Covenant shall be provided to all future owners, heirs, successors, lessees, assigns and transferees by the person transferring the interest.

If any provision of this Restrictive Covenant is held to be invalid by any court of competent jurisdiction, the invalidity of such provision shall not affect the validity of any other provisions hereof. All such other provisions shall continue unimpaired in full force and effect.

The undersigned person executing this Restrictive Covenant is the Owner, or has the express written permission of the Owner, and represents and certifies that he or she is duly authorized and has been empowered to execute and deliver this Restrictive Covenant.

IN WITNESS WHEREOF, the said Owner of the above described Property has caused this Restrictive Covenant to be executed on this _____ day of _____, 19 ____.

By: _____
M. E. McDermid

Title: _____
Manager, Real Estate Administration

Signed in the presence of:

Witness (print/type name)

Witness (print/type name)

STATE OF ILLINOIS
COUNTY OF COOK

The foregoing instrument was acknowledged before me this ____ day of _____, 19 ____, by
(Name of Officer/Agent), (Title of Officer/Agent), of Amoco Corporation a Maryland Corporation, on
behalf of the corporation.

Notary Public

My Commission Expires: _____

Prepared by: Delta Environmental Consultants, Inc.
39303 Country Club Drive, Suite A-50
Farmington Hills, Michigan 48331

Attention: M.E. McDermid
Manager Real Estate Administration
BP Amoco Corporation
Mail Code 1902
200 East Randolph Drive
Chicago, Illinois 60601



SS #

Terminal

1640 Lakeshore Drive, Muskegon, Michigan

Amendment Of Real Estate Contract

26-881 (3-94)E

THIS AMENDMENT is hereby made a part of the annexed Real Estate Contract, dated the 25th day of January, 2000, between AMOCO OIL COMPANY, a Maryland corporation, therein and herein called Seller,

and City of Muskegon, therein and herein called Purchaser (the "Contract").
WITNESSETH, that the Contract is further subject to the following terms and conditions, to-wit:

1. Paragraph 8 of the Contract is hereby amended by adding thereto the following:

A. For the purpose of this Paragraph 8, a material spill, leak or other release of hydrocarbons or other contamination which occurs at the Property following closing (a "subsequent release") and is not caused by Seller shall be designated as either a "Superseding Release" or a "Proportionate Release".

B. A "Superseding Release" shall mean a spill, leak or other release of hydrocarbons or other contamination occurring after Closing at the Property, which is not due to any negligence or other wrongful conduct by Seller in performing remediation, and which renders superfluous any continuing corrective action or remediation efforts by Seller. For the purpose of this Paragraph 8, the corrective action or remediation efforts of Seller shall be deemed to have been rendered superfluous in circumstances which include, but are not limited to the following: (i) if a subsequent release significantly increases the cost to Seller or significantly extends the time required to perform the corrective action or remediation work, or (ii) if Seller has attained levels of residual contamination approved by or meeting the criteria of the governmental agency having jurisdiction for a "monitor only" course of remedial action before the occurrence of a subsequent release. Upon the occurrence of a Superseding Release, (i) Seller shall have no further responsibility to Purchaser for corrective action or remediation of any contamination of property impacted by the Superseding Release; (ii) any indemnity obligation of Seller with regard to contamination of property impacted by the Superseding Release shall end; and (iii) Purchaser indemnifying Parties shall thereafter indemnify and hold indemnified Seller Parties harmless from and against all claims, demands, damages, losses, liabilities, judgments, penalties, suits, actions, cost and expenses (including consultants' and attorneys' fees) from all contamination or alleged contamination of the Property.

C. A "Proportionate Release" shall mean any spill, leak or release of hydrocarbons or other contamination occurring after Closing at the Property, which is not due to any negligence or other wrongful conduct by Seller in performing remediation, and which is not a Superseding Release. For the purpose of this Paragraph 8, a subsequent release shall be a Proportionate Release in circumstances which include, but are not limited to the following: (i) if such subsequent release is in a location physically removed from any area in which Seller is engaged in remediation work and such subsequent release does not significantly increase the quantity or extent of the existing contamination to which Seller's remediation work is directed, or (ii) if such subsequent release does not significantly increase the cost to Seller or significantly extend the time required to perform the corrective action or remediation work. Upon the occurrence of a Proportionate Release, (i) Purchaser shall be solely responsible for all assessment, corrective action, remediation and monitoring activities necessary to address such subsequent release in accordance with the requirements of the governmental agencies having jurisdiction, (ii) Seller shall remain responsible for continuing corrective action and remediation work to address contamination caused by Seller provided, however, that Seller's continuing obligations shall be limited to the cost to attain levels of contamination necessary to obtain approval of the governmental agency having jurisdiction for a "monitor only" course of remedial action, absent such subsequent release; and (iii) the parties agree to cooperate with each other and to coordinate corrective action and remediation work in order to minimize the time and expense to both parties in performing such activities.

D. In the event the parties cannot determine and agree whether a material default by Purchaser has occurred under Paragraph 8 (i) or whether a subsequent release is a Superseding Release or a Proportionate Release, or in the event the parties cannot determine and agree how to split or coordinate corrective action or remediation work and/or costs, or otherwise resolve differences involving a Proportionate Release, then such matters shall be submitted to arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association by a single arbitrator appointed in accordance with such rules. The decision of the arbitrator shall be final, and judgment may be entered upon it in any court having jurisdiction.

2. Paragraph 9 of the Contract is hereby amended by adding thereto the following:

In addition, for the period of time commencing on the Closing Date and ending 10 years thereafter, Seller shall indemnify and hold harmless the Indemnified Purchaser Parties against claims and demands made by a private third party unrelated to Purchaser arising solely out of or pertaining solely to the presence of hydrocarbon contamination originating on the Property caused by Seller's use thereof prior to the Closing Date which has emanated from the Property and purportedly caused damage to the claiming third party ("Third Party Claims"); provided, however, Seller's indemnity regarding such Third Party Claims shall be limited as follows:

A. Indemnified Purchaser Parties shall provide to Seller written notice of such Third Party Claim no later than 60 days after Indemnified Purchaser Parties receive notice of the claim or demand made by the third party on an Indemnified Purchaser Party. Failure to provide such notice shall terminate any obligation of Seller to provide indemnity to the Indemnified Purchaser Parties with regard to such claim.

B. At the time that notice is provided to Seller as set forth in Subparagraph 2(A), Indemnified Purchaser Parties shall tender defense of such claim to Seller and shall provide Seller with copies of all documents and information in the possession of Indemnified Purchaser Parties that pertain or relate to such claim; provided, however, Indemnified Purchaser Parties at their sole cost and expense shall have the right to employ their own counsel in defense of any such claim. Indemnified Purchaser Parties shall continue to cooperate with Seller in the defense of such claim until such time as the claim is resolved or otherwise disposed of to the satisfaction of Seller.

C. Indemnified Purchaser Parties shall incur no costs or expenses in relation to such Third Party Claim without the prior written consent of Seller, and any costs or expenses so incurred without such prior written consent shall not be covered by Seller's indemnity.

3. Paragraph 10 of the Contract is hereby amended by adding thereto the following:

Nothing in this Paragraph 10 shall be construed to obligate Purchaser Indemnifying Parties to indemnify Indemnified Seller Parties against Third Party Claims.

4. In the event of any inconsistency between the Contract and this Amendment, this Amendment shall prevail and control.

IN WITNESS WHEREOF, the parties hereto have duly signed these presents the day and year first above written.

WITNESS:

AMOCO OIL COMPANY

By: _____

WITNESS:

PURCHASER

Gloria Coburn
Linda Potter

Greg J. Hansen
City of Muskegon
Gail A. Kunderger

Taxpayer I.D. No. _____

EXHIBIT B

Environmental assessments, reports, correspondence:

MISCELLANEOUS CORRESPONDENCE:

1. Amoco Corporation - Environmental Management Responsibilities Transfer Letter - Amoco Service Station #00412 - May 7, 1996
2. MDEQ Letter - Amoco Oil Terminal, Site ID #610162, Muskegon County - Notification Letter identifying site as being environmentally contaminated per the MERA - November 8, 1994
3. Dell Engineering, Inc. - Amoco Oil Company, Inactive Muskegon Terminal - Information in Response to letter from MDNR - August 5, 1994
4. Dell Engineering, Inc. - Inactive Amoco Terminal - Update on Recent Activities to MDNR - July 5, 1994
5. Dell Engineering, Inc. - Expanded Product Recovery System Letter - April 14, 1994.
6. Dell Engineering, Inc. - Response to MDNR January 1994 Final Assessment Report Review - April 4, 1994
7. MDNR - Comments and Recommendations to January 1994 Final Assessment Report - March 18, 1994
8. MDNR - SWOD Review of January 1994 Final Assessment Report - March 18, 1994
9. Dell Engineering, Inc. - Letter - Notification of pipe breakage in underground section between recovery wells and treatment building - February 7, 1994
10. MDNR - Letter Accepting Conceptual modification to existing free product recovery system - January 4, 1994
11. MDNR - Amoco Oil Terminal, Site ID #610162, Muskegon County Notification Letter identifying site as being environmentally contaminated per the MERA - September 23, 1992

12. Dell Engineering, Inc. - Closed Amoco Oil Company Muskegon Terminal Letter Addressing
Comments of MDNR Letter- June 23, 1992
13. MDNR - Comments to "Status Letter and Proposed Additional Assessment Work, March 19, 1992" -
May 19, 1992
14. Dell Engineering, Inc. - Remediation System Evaluation Letter - July 21, 1992

NPDES

1. MDNR - Revised Draft Permit - Letter and Permit - April 17, 1998
2. MDNR - Fax - Revised Draft Permit - Letter and Permit - April 20, 1998
3. Delta Environmental Consultants, Inc. - Summary Letter of March 10, 1998 Conversation -
March 18, 1998
4. MDEQ - Annual EPA NPDES DMR Forms #3320-1 - June 1, 1996
5. MDEQ - NPDES Permit Public Notice - May 22, 1998
6. MDEQ - Draft NPDES Permit and Public Notice - February 18, 1998
7. MDEQ - Annual EPA NPDES DMR Forms #3320-1 - June 10, 1997
8. Delta Environmental Consultants, Inc. - NPDES Permit Reissue Request - March 28, 1997
9. MDEQ - Discharge Water Treatment Additives Approval Process - March 17, 1997
10. MDEQ - Reissuance of Certificate of Coverage - December 6, 1996
11. MDNR - Review of Application Letter - August 31, 1994

12. Dell Engineering, Inc. - Amoco Muskegon Terminal, NPDES Discharge Permit - Operate the groundwater remediation system for trial period of two to four weeks - November 13, 1995
13. MDEQ - Amoco Oil Company - NPDES Permit No. MI0054208 - October 19, 1995
14. MDNR - Public Notice - Issue New Discharge Permit to Amoco Oil Company - August 25, 1995
15. Dell Engineering, Inc. - Draft NPDES Permit No. MI0054208 - February 21, 1995
16. Dell Engineering, Inc. - Draft NPDES Permit No. MI0054208 - February 13, 1995
17. MDNR - NPDES Draft Permit and Public Notice - January 26, 1995
18. Dell Engineering, Inc. - NPDES Wastewater Discharge Application - November 15, 1994
19. Dell Engineering, Inc. - NPDES Wastewater Discharge Application - May 26, 1994
20. Dell Engineering, Inc. - Notification of Unusual condition affecting the Operation of the Granular Activated Carbon (GAC) Treatment System - February 4, 1994
21. MDNR - Certificate of Coverage MIG990171 - January 24, 1994
22. MDNR - NPDES Application MIG990171 - January 6, 1994
23. Dell Engineering, Inc. - Submittal for Increased Use to Current NPDES Surface Water Discharge Permit (No. MI0047040) - November 22, 1993
24. Dell Engineering, Inc. - Transmittal - Designation of Certified Operators - October 28, 1993
25. MDNR - NPDES Permit Application - MI0047040 - October 13, 1992

26. Dell Engineering, Inc. - Transmittal - Reissuance of the NPDES Permit No. MI0047040 - July 23,
1992

DISCHARGE MONITORING REPORT/LETTERS

1. Delta Environmental Consultants, Inc. - Discharge Monitoring Report for May, 1998 - June 2, 1998
2. Delta Environmental Consultants, Inc. - Discharge Monitoring Report for April, 1998 - May 2, 1998
3. Delta Environmental Consultants, Inc. - Discharge Monitoring Report for March, 1998 - April 1, 1998
4. Delta Environmental Consultants, Inc. - Discharge Monitoring Report for February, 1998 -
March 3, 1998
5. Delta Environmental Consultants, Inc. - Discharge Monitoring Report for January, 1998 -
February 4, 1998
6. Delta Environmental Consultants, Inc. - Discharge Monitoring Report for December, 1997 -
January 6, 1998
7. Delta Environmental Consultants, Inc. - Discharge Monitoring Report for November, 1997 -
December 8, 1997
8. Delta Environmental Consultants, Inc. - Discharge Monitoring Report for October, 1997 -
November 7, 1997
9. Delta Environmental Consultants, Inc. - Discharge Monitoring Report for September, 1997 -
October 6, 1997
10. Delta Environmental Consultants, Inc. - Discharge Monitoring Report for August, 1997 -
September 4, 1997
11. Delta Environmental Consultants, Inc. - Discharge Monitoring Report for July, 1997- August 5, 1997
12. Delta Environmental Consultants, Inc. - Discharge Monitoring Report for March, 1997 - April 2, 1997
13. Dell Engineering, Inc. - Discharge Monitoring Report for December 1995 - January 10, 1996

14. MDNR - DMR Incomplete Notification for May 1994 - June 24, 1994
-

AIR PERMIT CORRESPONDENCE

1. Delta Environmental Consultants, Inc. - Quarterly Report - Permit to Install No. 78-94 - April 1, 1998
 2. Delta Environmental Consultants, Inc. - Quarterly Report - Permit to Install No. 78-94 - October 6, 1997
 3. Delta Environmental Consultants, Inc. - Quarterly Report - Permit to Install No. 78-94 - February 10, 1997
 4. Delta Environmental Consultants, Inc. - Quarterly Report - Permit to Install No. 78-94 - January 6, 1997
 5. Dell Engineering, Inc. - Quarterly Report - Permit to Install No. 78-94 - July 9, 1996
 6. MDNR - Application for Permit to Install for an Air Stripper No. 78-94 Approval Letter - May 6, 1994
 7. Dell Engineering, Inc. - Confirmation to Verbal Application Approval - May 3, 1994
 8. MDNR - Notification of Air Use Permit Application Received - March 1, 1994
 9. Dell Engineering, Inc. - Air Use Permit Request Package - February 15, 1994
-

REPORTS

1. Delta Environmental Consultants, Inc. - Status Report - February 23, 1998
 2. Delta Environmental Consultants, Inc. - Status Report - June 27, 1997
 3. Dell Engineering, Inc. - Status Report - August 14, 1995
-

4. Dell Engineering, Inc. - Status Report - July 19, 1995

5. Dell Engineering, Inc. - Status Report - June 8, 1995

6. Dell Engineering, Inc. - Status Report - May 9, 1995

7. Dell Engineering, Inc. - Status Report - April 17, 1995

8. Dell Engineering, Inc. - Status Report - March 9, 1995

9. Dell Engineering, Inc. - Status Report - February 13, 1995

10. Dell Engineering, Inc. - Status Report - January 12, 1995

11. Dell Engineering, Inc. - Status Report - December 7, 1994

12. Dell Engineering, Inc. - Status Report - November 7, 1994

13. Dell Engineering, Inc. - Status Report - October 12, 1994

14. Dell Engineering, Inc. - Status Report - September 14, 1994

15. Dell Engineering, Inc. - Status Report - July 15, 1994

16. Dell Engineering, Inc. - Status Report - June 13, 1994

17. Dell Engineering, Inc. - Status Report - April 14, 1994

18. Dell Engineering, Inc. - Status Report - March 8, 1994

19. Dell Engineering, Inc. - Status Report - February 10, 1994

20. Dell Engineering, Inc. - Status Report - January 12, 1994

21. Dell Engineering, Inc. - Status Report - December 14, 1993

22. Dell Engineering, Inc. - Status Report - November 5, 1993

23. Dell Engineering, Inc. - Status Report - October 15, 1993

24. Dell Engineering, Inc. - Status Report - September 9, 1993

25. Dell Engineering, Inc. - Status Report - August 5, 1993

26. Dell Engineering, Inc. - Status Report - July 12, 1993

27. Dell Engineering, Inc. - Status Report - June 7, 1993

28. Dell Engineering, Inc. - Status Report - May 12, 1993

29. Dell Engineering, Inc. - Status Report - April 9, 1993

30. Dell Engineering, Inc. - Status Report - March 15, 1993

31. Dell Engineering, Inc. - Status Report - February 12, 1993

32. Dell Engineering, Inc. - Status Report - January 14, 1993

33. Dell Engineering, Inc. - Status Report - December 7, 1992

34. Dell Engineering, Inc. - Status Report - November 9, 1992

35. Dell Engineering, Inc. - Status Report - October 16, 1992

36. Dell Engineering, Inc. - Status Report - August 31, 1992

37. Dell Engineering, Inc. - Status Report - August 6, 1992

38. Dell Engineering, Inc. - Status Report - July 20, 1992

39. Dell Engineering, Inc. - Status Report - June 12, 1992

40. Dell Engineering, Inc. - Work Plan for an Expanded Hydrogeological Investigation - April 1993

41. Fugro-McClelland Environmental, Inc. - Final Report - Hydrogeologic and Groundwater Quality
Investigation - December 3, 1992

42. Dell Engineering, Inc. - Final Assessment Report - January 17, 1994

Receipt of attached copies acknowledged by:

By: _____

Date: _____



Exhibit "C"

SS#

Terminal

1650 Lakeshore Drive, Muskegon, Michigan

Release and Right-of-Entry

26-884-RRE (3-94) E

KNOW ALL MEN BY THESE PRESENTS THAT:

WHEREAS, AMOCO OIL COMPANY, a Maryland corporation ("Seller"), with offices at

200 East Randolph Drive, Chicago, Illinois 60601

and City of Muskegon ("Purchaser"), whose address is

933 Terrace Street, Muskegon, Michigan

entered into a

Real Estate Sales Contract and Addendum to Real Estate Sale Contract dated January 25, 2000 (the "Contract"), covering certain real estate and the improvements thereon described as set forth in Attachment #1 annexed hereto and made a part hereof (the "Property");

AND WHEREAS, Seller has agreed to sell and assign and Purchaser has agreed to purchase and accept the Property "as is" in its present condition without any representations or warranties regarding its fitness for any purpose;

AND WHEREAS, Seller has provided to Purchaser a copy of the environmental assessment performed by or at the request of Seller, as set forth in the Contract;

AND WHEREAS, Seller has further provided to Purchaser access to and the opportunity to inspect the Property and to perform such soil, groundwater or other tests upon the Property as Purchaser deemed necessary or appropriate;

AND WHEREAS, Seller has agreed to perform certain environmental assessment, monitoring and remediation measures pursuant to the Contract to address hydrocarbon contamination, if any, of the Property resulting from Seller's use prior to the date of transfer of title, and Purchaser has agreed to assume all responsibility and liability for any and all hydrocarbons or other contaminants or regulated substances which occur after the date of transfer of title;

AND WHEREAS, Purchaser and Seller desire to provide a continuing right of access to the Property to allow Seller to perform assessment, monitoring and remediation measures after conveyance of the Property;

NOW, THEREFORE, in consideration of the mutual covenants of the parties herein and as set forth in the Contract, the terms of which are by this reference incorporated in full herein:

1. For the period of time ending upon the expiration of the petroleum restriction set forth in the deed from Seller to Purchaser, or at such sooner time as is (i) no further remediation activities are required from Seller by the

Michigan Department of Environmental Quality

(the "Department");

or (ii) any gasoline, diesel fuel, kerosene, benzol, naphtha or any fuel used for internal combustion engines is sold, handled or stored on the Property; or (iii) Purchaser shall materially default in compliance with any applicable environmental laws or regulations, or shall otherwise default in the performance of any material covenant in the Contract relating to environmental contamination, assessment or remediation; or (iv) a material spill, leak or other release of hydrocarbons or other contamination occurs following the date of transfer of title which makes Seller's remedial work significantly more difficult, or significantly increases the cost or extends the time to complete the remedial work (the "Ending Date"), Seller agrees to indemnify and hold harmless Purchaser and Purchaser's heirs, legal representatives and successors (collectively the "Indemnified Purchaser Parties"), from and against all claims, demands, damages, losses, judgments, penalties and liabilities which arise as a result of any enforcement action arising from the presence of hydrocarbon contamination on the Property caused by Seller's use thereof prior to the date of transfer of title; provided, however, that (i) Seller's indemnity shall be limited to remediation costs actually incurred by or imposed upon Indemnified Purchaser Parties as a result of such enforcement action, (ii) indemnified Purchaser Parties shall promptly notify Seller and provide to Seller copies of all notices received by Indemnified Purchaser Parties pertaining to any such enforcement action, and (iii) Indemnified Purchaser Parties shall incur no costs or expenses for remediation without the prior written consent of Seller.

not caused
by Seller

2. Pursuant to the Contract, as of the date of transfer of title, Purchaser expressly (i) assumed all responsibility and liability for compliance with all environmental laws and regulations and for any environmental assessment, inspection, monitoring and remediation relating to or resulting from Purchaser's use of the Property; (ii) agreed at Seller's request, to provide to Seller assurance of compliance with all environmental laws and regulations, including but not limited to the results of all future environmental tests, product inventory data, tank gauging data, tank leak detection data and sampling data; (iii) agreed to promptly notify Seller of all leaks, spills or releases of hydrocarbons or other regulated substances which occur or of which Purchaser becomes aware, and (iv) agreed permit Seller to perform product tracing and other reasonable tests and procedures during the period of any assessment or remediation activities by Seller, it being the intent of the parties that Purchaser

not caused
by Seller

shall be responsible and liable for any and all releases which occur subsequent to the date of transfer of title. Commencing on the date of transfer of title, the Purchaser, for themselves and on behalf of their agents, employees, heirs, personal representatives, grantees, successors and assigns (collectively the "Purchaser Indemnifying Parties") agree to indemnify and hold harmless Seller, its parent, affiliates and each of their respective agents, employees, officers, directors, shareholders, successor and assigns (collectively the "Indemnified Seller Parties") from and against all claims, demands, damages, losses, liabilities, judgments, penalties, suits, actions, costs and expenses (including consultants' and attorneys' fees) arising from the presence of hydrocarbon or other contamination occurring after the Closing Date; provided, however, that from and after the Ending Date, the Purchaser Indemnifying Parties shall indemnify and hold harmless Indemnified Seller Parties from and against all claims, demands, damages, losses, judgments, penalties, suits, actions, costs and expenses (including consultants' and attorneys' fees) arising from all contamination of the Property not caused by Seller.

not caused
by Seller.

*first

3. Purchaser, collectively, and jointly and severally, for themselves and on behalf of Purchaser Indemnifying Parties, and all persons claiming by, through or under Purchaser, hereby release and forever discharge Indemnified Seller Parties from all claims, demands, losses, liabilities, judgments, penalties, suits, actions, costs and expenses whatsoever, that may now exist or hereafter accrue with respect to contamination of the Property existing at the time of transfer of title or occurring after the date of transfer of title, but not, except as hereinafter set forth, Seller's obligation to remediate hydrocarbon contamination of the Property resulting from Seller's use of the Property prior to transfer of title; and further covenant and agree to forever refrain and desist from instituting or asserting against the Indemnified Seller Parties, any claim, demand, action or suit whatsoever, either directly or indirectly, arising or resulting from contamination or alleged contamination of the soil or groundwater of the Property, or from the environmental condition of the Property, except to enforce the remediation provisions of the Contract.

4. Purchaser hereby grants to Seller, its agents, employees, successors and assigns, the irrevocable right to enter upon the Property, from and after the date of transfer of title, for the purpose of (i) engaging in environmental assessments, inspection and remediation, including but not limited to the installation of such facilities and the conduct of such activities as deemed necessary or advisable by Seller, in its sole discretion, or as are required by governmental authorities having jurisdiction, for a period of time required to comply with any applicable environmental law or regulation affecting the Property and (ii) removing from the Property any property and equipment not sold pursuant to the Contract. Seller shall not be liable for any damages to the Purchaser, direct or indirect, resulting from contamination of the Property existing on the date of transfer of title, or for any interruption or interference with any business or activities being conducted on the Property, or loss of opportunity, or any other loss, damage, costs or expense of any kind whatsoever, caused by or resulting from the condition of the Property or the performance of any activities authorized herein; provided, however, Seller shall use reasonable efforts to minimize such interruption or interference. Purchaser agrees to cooperate fully with Seller in the performance of the activities authorized herein so as to minimize the time and expense to Seller, including the grant of access to on-site utilities (e.g., electricity, sewer, and water), if required for such activities; and further agrees that, during the period of any assessment or remediation activities by Seller (i) no construction or improvements shall be permitted on the Property which would impede or restrict access to monitoring wells, remediation or monitoring equipment, or to the hydrocarbon plume, or which would modify or affect the size, location or nature of the hydrocarbon plume, without the prior written consent of Seller, which consent shall not be unreasonably withheld; and (ii) no gasoline fuel or other motor fuels shall be sold, handled or stored on the Property.

5. Purchaser warrants that no promise or inducement has been offered except as set forth herein; that this Release and Right-of-Entry is executed by Purchaser without reliance upon any statement or representation by Seller, its agents or employees, concerning the measure or extent of any contamination or the legal liability therefor; that Purchaser is of legal age, legally competent to execute this Release and Right-of-Entry and accepts full responsibility therefor; that this Release and Right-of-Entry contains the entire agreement between Purchaser and Seller with respect to this matter; and that the terms of this Release and Right-of-Entry are contractual and not merely recital.

THIS RELEASE AND RIGHT-OF-ENTRY, and each of the covenants herein contained shall run with the land and be binding upon the grantees, assigns and other successors in title or interest of Purchaser.

SIGNED AND SEALED this _____ day of _____, _____.

WITNESS:

AMOCO OIL COMPANY

By _____

WITNESS:

PURCHASER

Linda Potter
Linda Potter

Greg J. Fisher
City of Muskegon

Shauna Hull
Shauna Hull

Dail A. Kunderger

Taxpayer I.D. No. _____

STATE OF ILLINOIS }
COUNTY OF COOK } SS

Be it remembered that on this _____ day of _____, before me, personally appeared _____ who is personally known to me to be the _____

of Amoco Oil Company, a Maryland corporation, and the same person who executed the foregoing instrument, and they duly acknowledged the execution of the same for and on behalf of and as the act and deed of said corporation.

In witness whereof, I have hereunto set my hand and fixed my seal the day and year above written.

My commission expires on _____.

STATE OF *Michigan* }
COUNTY OF *Muskegon* } SS

On this *28th* day of *February*, in the year *2000*, before me, a Notary Public in and for said State, personally appeared *Fred J. Nielsen, Mayor and Gail Kendinger, Clerk* personally known to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacity, and that by their signature on the instrument the persons, or the entity upon behalf of which the persons acted, executed the instrument.

Witness my hand and official seal.

Linda S. Potter

Linda S. Potter

My commission expires on *September 25, 2002*.

ATTACHMENT #1

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

Block 587 of the Revised Plat of the City of Muskegon, according to the recorded plat thereof in Liber 3 of Plats, Page 71, except that part lying Northeasterly of a line described as follows: Beginning at a point on the Easterly line of said block, 225.7 feet Southwesterly of the Northeasterly corner of said block, thence North 50 degrees 15 minutes West 89.3 feet, thence Northeasterly 76 feet to the Westerly line of said block, and the point of ending of said line.

ALSO

Blocks 588 through 593, inclusive, and that part of Block 594, if any, of The Revised Plat of the City of Muskegon, according to the recorded plat thereof in Liber 3 of Plats, Page 71, and all land lying Westerly of Block 592, to Ruddiman Creek, and all land lying Northerly of Block 592, to the railroad right-of-way, that lies East of a dividing line established by the instruments recorded in Liber 40 of Miscellaneous Records, Page 110, and Liber 51 of Miscellaneous Records, Page 610, which line is described as follows:

Commence at the section corner common to Sections 25, 26, 35 and 36 in Township 10 North, Range 17 West, thence South 52 degrees 11' West at an angle of 37 degrees 28' to the left from the section line between said Sections 25 and 36 (extended West), a distance of 788 feet to a point which is the place of beginning of said dividing line; thence North 26 degrees 43' West on and along said dividing line, the same being a straight line having an angle of 78 degree 54' to the left from the last described course, to and into Muskegon Lake Channel.

EXCEPT that part of subject property, previously conveyed to the City of Muskegon and described as follows:

That part of Government Lot 1, Section 35, Town 10 North, Range 17 West, City of Muskegon, Muskegon County, Michigan, lying between the Centerline of Ruddiman Creek and the Southwesterly line of Block 592 of the Revised Plat of 1903 of the City of Muskegon, described as follows: Commencing at the North most corner of Block 531 of said Revised Plat of 1903 of the City of Muskegon, said point being the Southwest corner of Lake Shore Drive and Frisbie Street, thence North 25 degrees 05' West along the extension of the Westerly line of said Frisbie Street 66.00 feet to the Northerly line of Lake Shore Drive, thence South 66 degrees 10' West along the Northerly line of Lake Shore Drive 53.00 feet for point of beginning, thence North 39 degrees 20' West 69.53 feet, thence South 66 degrees 10' West 75 feet more or less to the Centerline of Ruddiman Creek, thence Southerly along the center line of Ruddiman Creek 68 feet more or less to the Northerly line of Lake Shore Drive, thence North 66 degrees 10' East along said Northerly line 100 feet more or less to point of beginning.

AND

That part of Block 592 of the Revised Plat of 1903 of the City of Muskegon, Muskegon County, Michigan, described as follows: Commencing at the North most corner of Block 531 of said Reviseddd Plat of 1903 of the City of Muskegon said point being the Southwest corner of Lake Shore Drive and Frisbie Street, thence North 25 degrees 05' West along the extension of the Westerly line of said Frisbie Street 66.00 feet to the Northerly

Terminal
1640 Lakeshore Drive
Muskegon, Michigan

Legal Description -(continued)

line of Lake Shore Drive, thence North 66 degrees 10' East along the Northerly line of Lake Shore Drive 68.55 feet for point of beginning, thence continue North 66 degrees 10' East along the Northerly line of Lake Shore Drive 93.68 feet, thence North 44 degrees 27' East along the Northerly line of Lake Shore Drive 93.68, thence South 55 degrees 18' 30" West 184.00 feet to the point of beginning.

LEGAL DESCRIPTION SUBJECT TO VERIFICATION BY SELLER

**Terminal
1640 Lakeshore Drive
Muskegon, MI**

EXHIBIT "D"

COMMISSION AGREEMENT

AMOCO OIL COMPANY (hereinafter "Amoco"), with offices at 200 East Randolph Drive, Chicago, IL 60601, hereby agrees to pay **ALLIANCE REAL ESTATE SERVICES** (hereinafter "Broker"), with offices at 16950 Garfield, Suite 5A, Clinton Township, Michigan 48038 a commission of Forty Five Thousand and No/100 Dollars (\$45,000.00) on the sale of \$450,000.00, of property located at 1640 Lakeshore Drive, Muskegon, Michigan, as more particularly described in the Real Estate Contract thereto of even date herewith.

Said commission shall be due and payable upon, and only upon, consummation of the Sale upon the terms of the Real Estate Contract between Amoco and Purchaser of even date herewith. In consideration of Amoco signing the aforesaid Real Estate Contract as Seller and Broker hereby agree:

- (1) That with regard to Amoco's liability to Broker for said real estate commission, Amoco has only conditionally accepted the Purchaser, subject to consummation of the Sale pursuant to the Real Estate Contract.
- (2) That if the sale does not close for any reason, no commission will be due or payable to Broker.
- (3) That no claim for any fee or expense shall be made by Broker.
- (4) That Amoco shall have no duty to sue the Purchaser to enforce performance of said Real Estate Contract.
- (5) This Commission Agreement shall be in lieu of any other agreement between Amoco and Broker.

IN WITNESS WHEREOF, the parties hereto have duly executed this Commission Agreement this _____ day of _____, 19____.

AMOCO OIL COMPANY

ALLIANCE REAL ESTATE SERVICES

By: _____

By: _____
Dan Schornak

DECLARATION OF RESTRICTIVE COVENANT
(for "on-site" containment property)

This Restrictive Covenant will be recorded with Muskegon County Register of Deeds for the purpose of protecting public health, safety and welfare and the environment.

BP Amoco Corporation has applied for approval from the Michigan Department of Environmental Quality (MDEQ) of a Remedial Action Plan (RAP) that includes land use-based cleanup criteria as defined and set forth in Section 20120a(g) of Part 201 of the Natural Resources and Environmental Protection Act (NREPA), 1994 PA 451, as amended, MCL 324.20101 et seq, for the environmental remediation associated with the property located in the city of Muskegon, County of Muskegon, more particularly described as:

See Attachment for legal description of the Property.

See the attached figure for a map of the property subject to land-use restrictions.

As used herein, the term "Owner" shall mean at any given time the then current title holder of the Property.

NOW THEREFORE, BP Amoco Corporation, (Mail Code 1902, 200 East Randolph Drive, Chicago, Illinois 60601), pursuant to Section 20120b(4) of NREPA and the Limited Commercial IV Criteria-Based Remedy Agreement entered by and between Amoco Corporation and the MDEQ (LANDUSE-ERD-98-#)), hereby imposes restrictions on the Properties and covenants and agrees that:

1. The Owner shall restrict the uses of the Property to those uses compatible with the limited allowable land use based on site specific risk assessment as contained in the RAP and other use that is consistent with the assumptions and basis for the cleanup criteria established in the RAP pursuant to Section 20120a(1). Cleanup criteria for land use-based remedial action plans are located in the Government Documents section of the State of Michigan Library.
2. The Owner shall restrict activities at the Property that may interfere with a remedial action, operation and maintenance, monitoring, or other measure necessary to assure the effectiveness and integrity of the remedial action. The cleanup category proposed for this site is 'site specific' as described in the RAP.
3. The Owner shall restrict activities at the Property that may result in exposures above levels established in the RAP. These activities include:
 - NO ADDITIONAL WATER WELLS MAY BE CONSTRUCTED AT THE PROPERTY FOR EITHER POTABLE OR OTHER USE (EXCLUDING WELLS RELATED TO ACTIVITIES OUTLINED IN THE RESTRICTIVE COVENANT).

- ♦ THE PROPERTY USE MUST REMAIN IN ACCORDANCE WITH THE ALLOWABLE LANDUSE DESCRIPTIONS CONTAINED IN THE RAP AND APPENDIX A OF THE RAP.
- ♦ NO ACTIVITIES PROHIBITED BY OR HINDERING IMPLEMENTATION OR MAINTENANCE OF ACTIONS PROPOSED IN THIS RESTRICTIVE COVENANT SHALL BE PERFORMED. ADDITIONAL ASSESSMENT CAN BE CONDUCTED AT THE CURRENT OWNERS EXPENSE TO DETERMINE IMPACT OF PROPOSED ACTIVITIES.
- ♦ ANY ADDITIONS OR ALTERATIONS TO CURRENT BUILDINGS OR STRUCTURES MUST FIRST BE ASSESSED FOR ENVIRONMENTAL IMPACT AT THE EXPENSE OF THE BUILDING OWNER AND OCCUPANT AT THE TIME OF THE ADDITIONS OR ALTERATIONS.
- ♦ PERMANENT MARKERS DEMARKING THE LAND USE RESTRICTED AREAS OF THE PROPERTY SHALL BE MAINTAINED BY THE PROPERTY OWNER. ANY ALTERATION TO THE PERMANENT MARKERS MUST FIRST BE ASSESSED FOR ENVIRONMENTAL IMPACT AT THE EXPENSE OF THE OWNER AT THE TIME OF THE ALTERATION.
- ♦ COSTS INCURRED FROM EXCAVATION, CHARACTERIZATION, AND DISPOSAL OF SOILS OR GROUND WATER REMOVED FROM THE PROPERTY AS A RESULT OF ADDITIONAL SITE CONSTRUCTION ACTIVITIES OR IMPROVEMENTS BY OWNER WILL BE AT THE EXPENSE OF THE OWNER AT THE TIME OF SOILS EXCAVATION OR GROUND WATER REMOVAL.
- ♦ AMOCO AND IT'S REPRESENTATIVES RETAIN RIGHT OF ACCESS TO THE PROPERTY TO CONDUCT ACTIVITIES OUTLINED RELATED TO THOSE DESCRIBED IN THIS RESTRICTIVE COVENANT.
- ♦ THE SHORELINE OF MUSKEGON LAKE ALONG THE PROPERTY LINE IS RESTRICTED FOR SWIMMING OR ANY SUCH CONTACT WITH WATER WHICH MAY CAUSE ACCIDENTAL INGESTION OF WATER.
- NO STRUCTURE WITH AN INDOOR AIR SPACE AND WITH A FLOOR WITH A POSSIBILITY TO LET SOIL AIR INTO THE INDOOR AIR SPACE MAY BE CONSTRUCTED IN THE PARTS OF THE PROPERTY MARKED AS RESTRICTED AREAS REPRESENTED IN THE ATTACHED FIGURE. NO STRUCTURES WITHOUT VAPOR BARRIERS SHALL BE CONSTRUCTED ON THE PROPERTY UNLESS IT CAN BE DOCUMENTED THROUGH ENVIRONMENTAL ASSESSMENT THAT SOIL AND GROUNDWATER BENEATH THE BUILDING ARE BELOW THE APPLICABLE MDEQ CRITERIA FOR VOLATILIZATION TO INDOOR AIR'.

- ♦ NO ACTIVITY WHICH MAY CAUSE CONTACT WITH SURFACE SOIL MAY BE PERMITTED IN THE PART OF THE PROPERTY MARKED AS RESTRICTED IN THE ATTACHED FIGURE.
 - ♦ NO TRENCHING, EXCAVATION, OR UTILITY WORK MAY BE DONE IN THE AREAS REPRESENTED AS RESTRICTED IN THE ATTACHED FIGURE.
 - ♦ FOR THE PURPOSES OF DETERMINING EXTENT OF ENVIRONMENTAL IMPACT, IN THE EVENT TRENCHING OR EXCAVATION IS PERFORMED IN THE AREAS IDENTIFIED AS RESTRICTED IN THE ATTACHED FIGURE, PROPER PERSONNEL PROTECTIVE EQUIPMENT SHOULD BE USED. USAGE OF PERSONNEL PROTECTIVE EQUIPMENT SHOULD BE IN COMPLIANCE WITH OSHA REGULATIONS.
 - ENVIRONMENTAL ASSESSMENT OF THE TERMINAL SHOULD BE CONDUCTED, PRIOR TO PERFORMING ANY CONSTRUCTION AND/OR DEVELOPMENT ACTIVITIES ON THE ENTIRE TERMINAL.
 - ♦ AS SITE CONDITIONS CHANGE WITH TIME, RISK ASSESSMENT MAY BE CONDUCTED AT ANY FUTURE TIME TO REMOVE ONE OR MORE OF THE RESTRICTIONS LISTED IN THIS DOCUMENT WITH APPROVAL FROM THE MICHIGAN DEPARTMENT OF ENVIRONMENTAL QUALITY.
 - CURRENTLY EXISTING BUILDINGS ON THE SITE MUST NOT BE USED FOR HUMAN HABITATION W/O PROPER ENGINEERING CONTROL TO ENSURE THAT THE INDOOR AIR IS PROTECTED FROM SOIL AND GROUNDWATER VOLATILIZATION INTO THE INDOOR AIR OF THOSE BUILDINGS.
 - THE OWNER SHALL RESTRICT THE MOVEMENT OF ALL SURFACE AND SUBSURFACE SOILS LOCATED ON THE PROPERTY IN ACCORDANCE WITH THE REQUIRED 20120c OF THE NREPA AND OTHER APPLICABLE FEDERAL AND STATE LAWS.
 - A PROTECTIVE COVER MUST BE MAINTAINED ON THE STAINED AREA/AREAS OF THE SITE TO PREVENT INHALATION OF PARTICULATES FROM THOSE AREAS.
4. The Owner shall provide notice to the MDEQ of the Owner's intent to convey any interest in the Facility 14 days prior to consummating the conveyance. A conveyance of title, an easement, or other interest in the Property shall not be consummated by the Property owner without adequate and complete provision for compliance with the terms and conditions of this Covenant.
5. The Owner shall grant to the MDEQ and its designated representatives the right to enter the Property at reasonable times for the purpose of determining and monitoring compliance with the RAP, including the right to take samples, inspect the operation of the remedial action measures and inspect records.

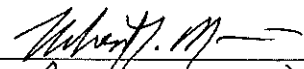
The state may enforce the restrictions set forth in this Restrictive Covenant by legal action in a court of appropriate jurisdiction.

This Restrictive Covenant shall run with the Property and shall be binding upon all future owners, successors, lessees or assigns and their authorized agents, employees, or persons acting under their direction and control, and shall continue until the MDEQ or its successor approves modifications or rescission of this Restrictive Covenant. A copy of this Restrictive Covenant shall be provided to all future owners, heirs, successors, lessees, assigns and transferees by the person transferring the interest.

If any provision of this Restrictive Covenant is held to be invalid by any court of competent jurisdiction, the invalidity of such provision shall not affect the validity of any other provisions hereof. All such other provisions shall continue unimpaired in full force and effect.

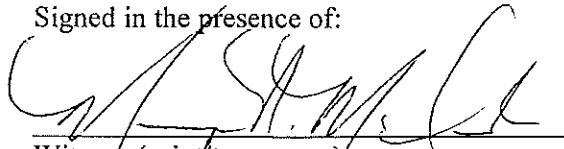
The undersigned person executing this Restrictive Covenant is the Owner, or has the express written permission of the Owner, and represents and certifies that he or she is duly authorized and has been empowered to execute and deliver this Restrictive Covenant.

IN WITNESS WHEREOF, the said Owner of the above described Property has caused this Restrictive Covenant to be executed on this 23 day of March, 19 2000



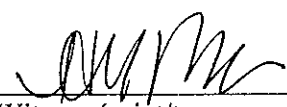
Robert J. Murrin Its: Attorney in Fact
~~M.E. McDermid~~
Real Estate Manager
BP Amoco Corporation
Mail Code 1902
200 East Randolph Drive
Chicago, Illinois 60601

Signed in the presence of:



Witness (print/type name)

Monique McDade

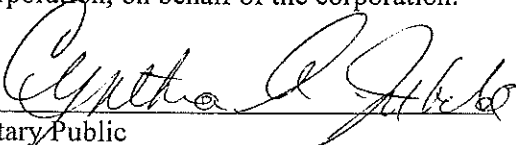


Witness (print/type name)

Heather Burns

STATE OF ILLINOIS
COUNTY OF COOK

The foregoing instrument was acknowledged before me this 23 day of March, 192000 by Robert J. Maurin, Attorney in Fact, of Amoco Corporation a Maryland Corporation, on behalf of the corporation.


Notary Public

My Commission Expires: 11-27-03

Prepared by: Delta Environmental Consultants, Inc.
39303 Country Club Drive, Suite A-50
Farmington Hills, Michigan 48331



Legal Description - Amoco Muskegon Terminal

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

Block 587 of the Revised Plat of the City of Muskegon, according to the recorded plat thereof in Liber 3 of Plats, Page 71, except that part lying Northeasterly of a line described as follows: Beginning at a point on the Easterly line of said block, 225.7 feet Southwesterly of the Northeasterly corner of said block, thence North 50 degrees 15 minutes West 89.3 feet, thence Northeasterly 76 feet to the Westerly line of said block, and the point of ending of said line.

ALSO

Blocks 588 through 593, inclusive, and that part of Block 594, if any, of The Revised Plat of the City of Muskegon, according to the recorded plat thereof in Liber 3 of Plats, Page 71, and all land lying Westerly of Block 592, to Ruddiman Creek, and all land lying Northerly of Block 592, to the railroad right-of-way, that lies East of a dividing line established by the instruments recorded in Liber 40 of Miscellaneous Records, Page 110, and Liber 51 of Miscellaneous Records, Page 610, which line is described as follows:

Commence at the section corner common to Sections 25, 26, 35 and 36 in Township 10 North, Range 17 West, thence South 52 degrees 11' West at an angle of 37 degrees 28' to the left from the section line between said Sections 25 and 36 (extended West), a distance of 788 feet to a point which is the place of beginning of said dividing line; thence North 26 degrees 43' West on and along said dividing line, the same being a straight line having an angle of 78 degrees 54' to the left from the last described course, to and into Muskegon Lake Channel.

EXCEPT that part of subject property, previously conveyed to the City of Muskegon and described as follows:

That part of Government Lot 1, Section 35, Town 10 North, Range 17 West, City of Muskegon, Muskegon County, Michigan, lying between the Centerline of Ruddiman Creek and the Southwesterly line of Block 592 of the Revised Plat of 1903 of the City of Muskegon, described as follows: Commencing at the North most corner of Block 531 of said Revised Plat of 1903 of the City of Muskegon, said point being the Southwest corner of Lake Shore Drive and Frisbie Street, thence North 25 degrees 05' West along the extension of the Westerly line of said Frisbie Street 66 00 feet to the Northerly line of Lake Shore Drive, thence South 66 degrees 10' West along the Northerly line of Lake Shore Drive 53 00 feet for point of beginning, thence North 39 degrees 20' West 69.53 feet, thence South 66 degrees 10' West 75 feet more or less to the Centerline of Ruddiman Creek, thence Southerly along the center line of Ruddiman Creek 68 feet more or less to the Northerly line of Lake Shore Drive, thence North 66 degrees 10' East along said Northerly line 100 feet more or less to point of beginning

AND

That part of Block 592 of the Revised Plat of 1903 of the City of Muskegon, Muskegon County, Michigan described as follows. Commencing at the North most corner of Block 531 of said Revised Plat of 1903 of the City of Muskegon said point being the Southwest corner of Lake Shore Drive and Frisbie Street, thence North 25 degrees 05' West along the extension of the Westerly line of said Frisbie Street 66 00 feet to the Northerly line of Lake Shore Drive, thence North 66 degrees 10' East along the Northerly line of Lake Shore Drive 68.55 feet for point of beginning, thence continue North 66 degrees 10' East along the Northerly line of Lake Shore Drive 93.68 feet, thence North 44 degrees 27' East along the Northerly line of Lake Shore Drive 93.68, thence South 55 degrees 18' 30" West 184 00 feet to the point of beginning.



Exhibit "C"

SS#

Terminal

1650 Lakeshore Drive, Muskegon, Michigan

Release and Right-of-Entry

26-884-RRE (3-94) E

KNOW ALL MEN BY THESE PRESENTS THAT:

WHEREAS, AMOCO OIL COMPANY, a Maryland corporation ("Seller"), with offices at

200 East Randolph Drive, Chicago, Illinois 60601

and City of Muskegon ("Purchaser"), whose address is

933 Terrace Street, Muskegon, Michigan

entered into a

Real Estate Sales Contract and Addendum to Real Estate Sale Contract dated (the "Contract"), covering certain real estate and the improvements thereon described as set forth in Attachment #1 annexed hereto and made a part hereof (the "Property");

AND WHEREAS, Seller has agreed to sell and assign and Purchaser has agreed to purchase and accept the Property "as is" in its present condition without any representations or warranties regarding its fitness for any purpose;

AND WHEREAS, Seller has provided to Purchaser a copy of the environmental assessment performed by or at the request of Seller, as set forth in the Contract;

AND WHEREAS, Seller has further provided to Purchaser access to and the opportunity to inspect the Property and to perform such soil, groundwater or other tests upon the Property as Purchaser deemed necessary or appropriate;

AND WHEREAS, Seller has agreed to perform certain environmental assessment, monitoring and remediation measures pursuant to the Contract to address hydrocarbon contamination, if any, of the Property resulting from Seller's use prior to the date of transfer of title, and Purchaser has agreed to assume all responsibility and liability for any and all hydrocarbons or other contaminants or regulated substances which occur after the date of transfer of title;

AND WHEREAS, Purchaser and Seller desire to provide a continuing right of access to the Property to allow Seller to perform assessment, monitoring and remediation measures after conveyance of the Property;

NOW, THEREFORE, in consideration of the mutual covenants of the parties herein and as set forth in the Contract, the terms of which are by this reference incorporated in full herein:

1. For the period of time ending upon the expiration of the petroleum restriction set forth in the deed from Seller to Purchaser, or at such sooner time as is (i) no further remediation activities are required from Seller by the

Michigan Department of Environmental Quality

(the "Department");

or (ii) any gasoline, diesel fuel, kerosene, benzol, naphtha or any fuel used for internal combustion engines is sold, handled or stored on the Property; or (iii) Purchaser shall materially default in compliance with any applicable environmental laws or regulations, or shall otherwise default in the performance of any material covenant in the Contract relating to environmental contamination, assessment or remediation; or (iv) a material spill, leak or other release of hydrocarbons or other contamination occurs following the date of transfer of title which makes Seller's remedial work significantly more difficult, or significantly increases the cost or extends the time to complete the remedial work (the "Ending Date"), Seller agrees to indemnify and hold harmless Purchaser and Purchaser's heirs, legal representatives and successors (collectively the "Indemnified Purchaser Parties"), from and against all claims, demands, damages, losses, judgments, penalties and liabilities which arise as a result of any enforcement action arising from the presence of hydrocarbon contamination on the Property caused by Seller's use thereof prior to the date of transfer of title; provided, however, that (i) Seller's indemnity shall be limited to remediation costs actually incurred by or imposed upon Indemnified Purchaser Parties as a result of such enforcement action, (ii) Indemnified Purchaser Parties shall promptly notify Seller and provide to Seller copies of all notices received by Indemnified Purchaser Parties pertaining to any such enforcement action, and (iii) Indemnified Purchaser Parties shall incur no costs or expenses for remediation without the prior written consent of Seller.

not caused
by Seller

2. Pursuant to the Contract, as of the date of transfer of title, Purchaser expressly (i) assumed all responsibility and liability for compliance with all environmental laws and regulations and for any environmental assessment, inspection, monitoring and remediation relating to or resulting from Purchaser's use of the Property; (ii) agreed at Seller's request, to provide to Seller assurance of compliance with all environmental laws and regulations, including but not limited to the results of all future environmental tests, product inventory data, tank gauging data, tank leak detection data and sampling data; (iii) agreed to promptly notify Seller of all leaks, spills or releases of hydrocarbons or other regulated substances which occur or of which Purchaser becomes aware, and (iv) agreed permit Seller to perform product tracing and other reasonable tests and procedures during the period of any assessment or remediation activities by Seller, it being the intent of the parties that Purchaser shall be responsible and liable for any and all releases which occur subsequent to the date of transfer of title. Commencing on the date of transfer of title, the Purchaser, for themselves and on behalf of their agents, employees, heirs, personal representatives, grantees, successors and assigns (collectively the "Purchaser Indemnifying Parties") agree to indemnify and hold harmless Seller, its parent, affiliates and each of their respective agents, employees, officers, directors, shareholders, successor and assigns (collectively the "Indemnified Seller Parties") from and against all claims, demands, damages, losses, liabilities, judgments, penalties, suits, actions, costs and expenses (including consultants' and attorneys' fees) arising from the presence of hydrocarbon or other contamination occurring after the Closing Date; provided, however, that from and after the Ending Date, the Purchaser Indemnifying Parties shall indemnify and hold harmless Indemnified Seller Parties from and against all claims, demands, damages, losses, judgments, penalties, suits, actions, costs and expenses (including consultants' and attorneys' fees) arising from all contamination of the Property not caused by Seller.

not caused
by Seller

not caused
by Seller.

*first

3. Purchaser, collectively, and jointly and severally, for themselves and on behalf of Purchaser Indemnifying Parties, and all persons claiming by, through or under Purchaser, hereby release and forever discharge Indemnified Seller Parties from all claims, demands, losses, liabilities, judgments, penalties, suits, actions, costs and expenses whatsoever, that may now exist or hereafter accrue with respect to contamination of the Property existing at the time of transfer of title or occurring after the date of transfer of title, but not, except as hereinafter set forth, Seller's obligation to remediate hydrocarbon contamination of the Property resulting from Seller's use of the Property prior to transfer of title; and further covenant and agree to forever refrain and desist from instituting or asserting against the Indemnified Seller Parties, any claim, demand, action or suit whatsoever, either directly or indirectly, arising or resulting from contamination or alleged contamination of the soil or groundwater of the Property, or from the environmental condition of the Property, except to enforce the remediation provisions of the Contract.

4. Purchaser hereby grants to Seller, its agents, employees, successors and assigns, the irrevocable right to enter upon the Property, from and after the date of transfer of title, for the purpose of (i) engaging in environmental assessments, inspection and remediation, including but not limited to the installation of such facilities and the conduct of such activities as deemed necessary or advisable by Seller, in its sole discretion, or as are required by governmental authorities having jurisdiction, for a period of time required to comply with any applicable environmental law or regulation affecting the Property and (ii) removing from the Property any property and equipment not sold pursuant to the Contract. Seller shall not be liable for any damages to the Purchaser, direct or indirect, resulting from contamination of the Property existing on the date of transfer of title, or for any interruption or interference with any business or activities being conducted on the Property, or loss of opportunity, or any other loss, damage, costs or expense of any kind whatsoever, caused by or resulting from the condition of the Property or the performance of any activities authorized herein; provided, however, Seller shall use reasonable efforts to minimize such interruption or interference. Purchaser agrees to cooperate fully with Seller in the performance of the activities authorized herein so as to minimize the time and expense to Seller, including the grant of access to on-site utilities (e.g., electricity, sewer, and water), if required for such activities; and further agrees that, during the period of any assessment or remediation activities by Seller (i) no construction or improvements shall be permitted on the Property which would impede or restrict access to monitoring wells, remediation or monitoring equipment, or to the hydrocarbon plume, or which would modify or affect the size, location or nature of the hydrocarbon plume, without the prior written consent of Seller, which consent shall not be unreasonably withheld; and (ii) no gasoline fuel or other motor fuels shall be sold, handled or stored on the Property.

5. Purchaser warrants that no promise or inducement has been offered except as set forth herein; that this Release and Right-of-Entry is executed by Purchaser without reliance upon any statement or representation by Seller, its agents or employees, concerning the measure or extent of any contamination or the legal liability therefor; that Purchaser is of legal age, legally competent to execute this Release and Right-of-Entry and accepts full responsibility therefor; that this Release and Right-of-Entry contains the entire agreement between Purchaser and Seller with respect to this matter; and that the terms of this Release and Right-of-Entry are contractual and not merely recital.

THIS RELEASE AND RIGHT-OF-ENTRY, and each of the covenants herein contained shall run with the land and be binding upon the grantees, assigns and other successors in title or interest of Purchaser.

SIGNED AND SEALED this 20th day of March, 2000.

WITNESS:

AMOCO OIL COMPANY

[Signature]
Heather Burns

By M.E. McNamee
PURCHASER

WITNESS:

Linda Potter
Linda Potter

[Signature]
City of Muskegon
Gail A. Kunderger

Shawna Hull
Shawna Hull



Taxpayer I.D. No. _____

STATE OF ILLINOIS
COUNTY OF COOK

}SS

Be it remembered that on this 20th day of March, 2000, before me, personally appeared M. E. McDermed who is personally known to me to be the lawful signor on behalf of Amoco Oil Company, a Maryland corporation, and the same person who executed the foregoing instrument, and they duly acknowledged the execution of the same for and on behalf of and as the act and deed of said corporation.

In witness whereof, I have hereunto set my hand and fixed my seal the day and year above written.

Cynthia A. Jubiter

My commission expires on 11/27, 2003.



STATE OF Michigan
COUNTY OF Muskegon }SS

On this 28th day of February, in the year 2000, before me, a Notary Public in and for said State, personally appeared Fred J. Nielsen, Mayor and Gail Kundinger, Clerk personally known to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacity, and that by their signature on the instrument the persons, or the entity upon behalf of which the persons acted, executed the instrument.

Witness my hand and official seal.

Linda S. Potter
Linda S. Potter

My commission expires on September 25, 2002.

ATTACHMENT #1

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

Block 587 of the Revised Plat of the City of Muskegon, according to the recorded plat thereof in Liber 3 of Plats, Page 71, except that part lying Northeasterly of a line described as follows: Beginning at a point on the Easterly line of said block, 225.7 feet Southwesterly of the Northeasterly corner of said block, thence North 50 degrees 15 minutes West 89.3 feet, thence Northeasterly 76 feet to the Westerly line of said block, and the point of ending of said line.

ALSO

Blocks 588 through 593, inclusive, and that part of Block 594, if any, of The Revised Plat of the City of Muskegon, according to the recorded plat thereof in Liber 3 of Plats, Page 71, and all land lying Westerly of Block 592, to Ruddiman Creek, and all land lying Northerly of Block 592, to the railroad right-of-way, that lies East of a dividing line established by the instruments recorded in Liber 40 of Miscellaneous Records, Page 110, and Liber 51 of Miscellaneous Records, Page 610, which line is described as follows:

Commence at the section corner common to Sections 25, 26, 35 and 36 in Township 10 North, Range 17 West, thence South 52 degrees 11' West at an angle of 37 degrees 28' to the left from the section line between said Sections 25 and 36 (extended West), a distance of 788 feet to a point which is the place of beginning of said dividing line; thence North 26 degrees 43' West on and along said dividing line, the same being a straight line having an angle of 78 degree 54' to the left from the last described course, to and into Muskegon Lake Channel.

EXCEPT that part of subject property, previously conveyed to the City of Muskegon and described as follows:

That part of Government Lot 1, Section 35, Town 10 North, Range 17 West, City of Muskegon, Muskegon County, Michigan, lying between the Centerline of Ruddiman Creek and the Southwesterly line of Block 592 of the Revised Plat of 1903 of the City of Muskegon, described as follows: Commencing at the North most corner of Block 531 of said Revised Plat of 1903 of the City of Muskegon, said point being the Southwest corner of Lake Shore Drive and Frisbie Street, thence North 25 degrees 05' West along the extension of the Westerly line of said Frisbie Street 66.00 feet to the Northerly line of Lake Shore Drive, thence South 66 degrees 10' West along the Northerly line of Lake Shore Drive 53.00 feet for point of beginning, thence North 39 degrees 20' West 69.53 feet, thence South 66 degrees 10' West 75 feet more or less to the Centerline of Ruddiman Creek, thence Southerly along the center line of Ruddiman Creek 68 feet more or less to the Northerly line of Lake Shore Drive, thence North 66 degrees 10' East along said Northerly line 100 feet more or less to point of beginning.

AND

That part of Block 592 of the Revised Plat of 1903 of the City of Muskegon, Muskegon County, Michigan, described as follows: Commencing at the North most corner of Block 531 of said Revised Plat of 1903 of the City of Muskegon said point being the Southwest corner of Lake Shore Drive and Frisbie Street, thence North 25 degrees 05' West along the extension of the Westerly line of said Frisbie Street 66.00 feet to the Northerly

Terminal
1640 Lakeshore Drive
Muskegon, Michigan

Legal Description -(continued)

line of Lake Shore Drive, thence North 66 degrees 10' East along the Northerly line of Lake Shore Drive 68.55 feet for point of beginning, thence continue North 66 degrees 10' East along the Northerly line of Lake Shore Drive 93.68 feet, thence North 44 degrees 27' East along the Northerly line of Lake Shore Drive 93.68, thence South 55 degrees 18' 30" West 184.00 feet to the point of beginning.

LEGAL DESCRIPTION SUBJECT TO VERIFICATION BY SELLER

Terminal
1640 Lakeshore Drive
Muskegon, MI

EXHIBIT "D"

COMMISSION AGREEMENT

AMOCO OIL COMPANY (hereinafter "Amoco"), with offices at 200 East Randolph Drive, Chicago, IL 60601, hereby agrees to pay ~~AMOCO REAL ESTATE SERVICES~~ *SPECTRUM* (hereinafter "Broker"), with offices at ~~1601 Lakeshore Drive, Muskegon, Michigan~~ *30600 TELEGRAPH SUITE 225, BINGHAMTON, NY 48023*, a commission of Forty Five Thousand and No. 00 Dollars (\$45,000.00) on the sale of \$450,000.00, of property located at 1640 Lakeshore Drive, Muskegon, Michigan, as more particularly described in the Real Estate Contract thereto of even date herewith.

Said commission shall be due and payable upon, and only upon, consummation of the Sale upon the terms of the Real Estate Contract between Amoco and Purchaser of even date herewith. In consideration of Amoco signing the aforesaid Real Estate Contract as Seller and Broker hereby agree:

- (1) That with regard to Amoco's liability to Broker for said real estate commission, Amoco has only conditionally accepted the Purchaser, subject to consummation of the Sale pursuant to the Real Estate Contract.
- (2) That if the sale does not close for any reason, no commission will be due or payable to Broker.
- (3) That no claim for any fee or expense shall be made by Broker.
- (4) That Amoco shall have no duty to sue the Purchaser to enforce performance of said Real Estate Contract.
- (5) This Commission Agreement shall be in lieu of any other agreement between Amoco and Broker.

IN WITNESS WHEREOF, the parties hereto have duly executed this Commission Agreement this 23 day of March 2000, 19 .

AMOCO OIL COMPANY

By: Robert J. Marcin

Robert J. Marcin
Fts: Attorney in Fact

SPECTRUM~~AMOCO REAL ESTATE SERVICES~~By: Dan Schornak

Dan Schornak

CLOSING STATEMENT

Property Address: **1640 Lake Shore Drive, Muskegon, Michigan** Date: **March 24, 2000**
Buyer: **City of Muskegon** Tax ID No.:
Buyer's Address: **933 Terrace Street, PO BOX 536,** Plate No: **61-30-35-200-006**
Muskegon, Michigan 49443-0536 Parcel No.: **24-205-587-0001-00**
Date of Sale Contract: Date of Closing: **March 24, 2000**
Seller: **Amoco Oil Company** Tax ID No.: **36-2440313**
Seller's Address: **200 East Randolph Drive, Chicago, IL 60601**

BUYER'S SETTLEMENT STATEMENT

Purchase Price \$ 450,000.00

Credits to Buyer:

Fence Repair Credit from Alliance	
Real Estate Services	\$ 2,000.00
Tax Proration: 2000 RE Taxes	\$ 6,011.88
(\$ 84/71.57 a day)	

Total Credits to Buyer \$ 8,011.88

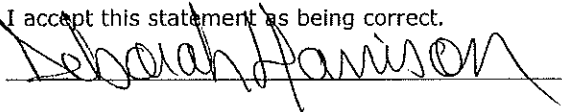
Charges to Buyer:

Transfer taxes	\$ 3,870.00
Recording Fee (Special Warranty Deed)	\$14.00
1/2 Escrow Closing Fee	\$250.00

Total Charges to Buyer \$ 4,134.00

Total Due from Buyer \$ 446,122.12

I accept this statement as being correct.

 Buyer

SELLER'S SETTLEMENT STATEMENT

Purchase Price \$ 450,000.00

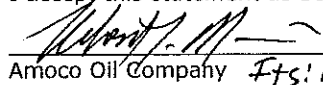
Disbursements:

Abstract/Title Policy	\$ 1,256.00
1/2 Escrow Closing Fee	\$ 250.00
Realtor's Commission*	\$ 45,000.00
(Alliance Real Estate Services)	
Recording Fee (Release & Right-of-Entry)	\$ 15.00
Recording Fee (Restrictive Covenant)	\$ 17.00
Wire transfer fee	\$ 15.00
Overnight mail fee	\$ 15.00
Tax Proration: 2000 RE Taxes (84/\$71.57 a day)	\$ 6,011.88

Total Disbursements \$ 52,579.88

Net Balance Due Seller \$ 397,420.12

I accept this statement as being correct.

 Seller
Amoco Oil Company *It's A Hornet in Fact*

*REAL ESTATE COMMISSION BALANCE:	Alliance Real Estate Services \$ 43,000.00 (\$ 45,000.00 less \$ 2,000.00 credit to City of Muskegon)
----------------------------------	--

BUYER SETTLEMENT STATEMENT

FILE NO. MU73501E

Closing Officer: Dawn Boisvert

BUYER: The City of Muskegon
933 Terrace Street, PO Box 536
Muskegon, MI 49443-0536

SELLER: Amoco Oil Company, a Maryland Corporation
200 E. Randolph Drive
Chicago, IL 60601

PROPERTY: 1640 Lakeshore Drive Muskegon MI 49441

SETTLEMENT DATE: 03-24-00 PRORATION DATE: 03-24-00 SALE PRICE: 450,000.00

BUYER CHARGES

Sale Price.....	450,000.00
Escrow Closing Fee.....	250.00
Recording 1 Deed.....	14.00
County Transfer Tax.....	495.00
State Transfer Tax.....	3,375.00

Gross Due From Buyer.....	454,134.00

BUYER CREDITS

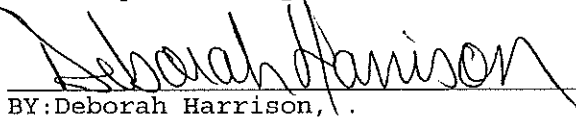
Fence Repair Credit from Alliance.....	2,000.00
Tax Proration.....	6,011.88

Total Paid By/For Buyer.....	8,011.88
Gross Due From Buyer.....	454,134.00
Total Paid By/For Buyer.....	8,011.88
	=====
NET FROM BUYER.....	446,122.12

=====

The undersigned acknowledge receipt of a copy of this settlement statement, approve any variation from the terms of the Purchase Agreement, agree to the correctness of the figures set forth herein, and authorize the disbursement of funds in accordance with this settlement statement.

The City of Muskegon


BY: Deborah Harrison, .

WATER/SEWER FINAL READING

File Number: MU73501E
Date: March 24, 2000
Reference: City of Muskegon/Amoco
Property Address: 1640 Lakeshore Drive

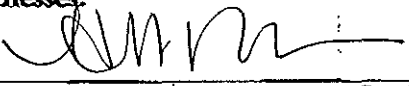
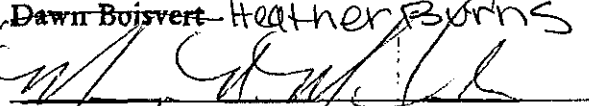
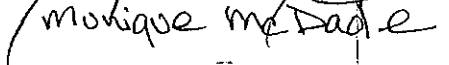
I/We understand there will be a final reading of the Water and/or Sewer charges for 1640 Lakeshore Drive.

I/We understand that it is our responsibility to pay any and all charges assessed to us during the period of time the property is occupied by me/us.

I/We understand that Metropolitan Title Company is the Escrow Agent closing the real estate transaction, and I/we will not hold them responsible for any assessment fees not currently available to them prior to closing.

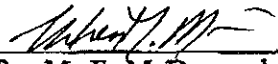
I/We understand the owners title policy will make an exception for water/sewer bills not open for collection at the office of the Treasurer.

Witnesses:


Dawn Boisvert

Heather Burns

Monique McDade

Sellers:

Amoco Oil Company, a Maryland Corporation


By: M. E. McDermid, Real Estate Manager
Robert J. Marrin, Its Attorney in Fact



Metropolitan Title Company

DISCLOSURE AND ACKNOWLEDGMENT

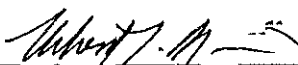
File Number: MU73501E
Date: March 24, 2000
Reference: City of Muskegon/Amoco
Property Address: 1640 Lakeshore Drive

By signing this statement the undersigned acknowledge the following:

1. That all closing documents prepared by Metropolitan Title Company are prepared at the direction and request of the parties to the transaction, their real estate agent(s)/broker(s) or attorney(s).
2. That Metropolitan Title Company is not acting as my/our agent, attorney, representative or fiduciary, at this real estate closing.
3. That Metropolitan Title Company's employee who has attended this closing represents only Metropolitan Title Company.
4. That Metropolitan Title Company's employee has identified certain documents to me/us as he/she has presented them to me/us for signing, but has not given me/us legal advice as to the meaning or effect of the documents. I/We understand that any of his/her statements about the documents are not legal advice to me/us. If I/we have an attorney, that attorney is my/our only attorney in this transaction.
5. That I/we have either read all of the closing documents or am/are responsible for my/our own failure to have read them. I/We understand that Metropolitan Title Company is not responsible for explaining to me/us the effect of the documents I/we have signed.
6. That the title policy, when issued, will contain all of the exceptions noted on the commitment, unless such exceptions are removed to the satisfaction of Metropolitan Title Company at closing.
7. That I/we have read this statement and understand it.

Sellers:

Amoco Oil Company, a Maryland Corporation


By: M. E. McDermid, Real Estate Manager
Robert J. Marcin Its: Attorney in Fact

Purchasers:

The City of Muskegon


By: Deborah Harrison



Metropolitan Title Company

OWNER'S AFFIDAVIT COMPLIANCE AGREEMENT

File Number: MU73501E
Date: March 24, 2000
Reference: City of Muskegon/Amoco
Property Address: 1640 Lakeshore Drive

Forwarding Address:

(To be executed by all parties shown as vested owners in the commitment for title insurance.)

Affiant makes the representations contained herein to induce the purchaser to consummate the transaction referenced in the commitment, to obtain the proceeds of the sale, and to induce Metropolitan Title Company to issue a policy(s) of title insurance on behalf of the underwriter named in the commitment. Affiant further agrees that in the event it is determined there are unpaid charges which were due and payable prior to and including the date of closing, and which are the responsibility and obligation of the Affiant, that the Affiant shall pay any and all amounts so charged and shall provide proof of payment of same to Metropolitan Title Company. Affiant further agrees and covenants, if requested by Metropolitan Title Company, to fully cooperate and adjust for clerical errors in any closing documents, including but not limited to, repayment of any overpayments and executing duplicate closing documents.

The undersigned, being first duly sworn, deposes and says as follows:

1. That Affiant is 18 years of age or older, is a citizen of the United States, has not married or divorced since purchasing the real estate, and has not used or been known by any other name;
2. That Affiant is the owner of certain premises described in Commitment No. MU73501E, and has not filed, nor is subject to any bankruptcy, receivership, or insolvency proceedings;
3. That the Affiant is in possession of said property and there are no other parties in possession or claiming rights of possession; (NONE, unless noted)
4. That Affiant has no knowledge of any unrecorded water, mineral, gas or oil rights, unrecorded easements or claims of easements, boundary line disputes or claims of such grants or rights relative thereto; (NONE, unless noted)
5. That there are no proceedings instituted or undertaken by anyone which will result in a lien or special assessment upon the premises. There are no delinquent taxes, special assessments, water bills, utility bills, or Homeowner's Association fees covering subject property; (NONE, unless noted)
6. That there have been no improvements made nor labor or materials furnished to the premises within the last 90 days; (NONE, unless noted)
7. That Affiant has no knowledge of any other matters affecting the title including but not limited to: mortgages, liens, land contracts, options or other encumbrances other than those which are being paid from the sale or loan proceeds. (NONE, unless noted)

Subscribed and sworn to before me this
24th day of March, 2000.

Notary Public: Cynthia Jubiter
County in Illinois:

Commission Expires:

Sellers:

Amoco Oil Company, a Maryland Corporation

By: M. E. McDermid, Real Estate Manager

Robert J. Marvin, Jr. Its: Attorney in Fact



Metropolitan Title Company

OWNER'S AFFIDAVIT COMPLIANCE AGREEMENT

(To be executed by the Buyers)

The undersigned makes the representations contained herein to induce Metropolitan Title Company to issue a policy(s) of title insurance on behalf of the underwriter named in the commitment. The undersigned further agrees that in the event it is determined there are unpaid charges which were due and payable prior to and including the date of closing, and which are the responsibility and obligation of the undersigned, that the undersigned shall pay any and all amounts so charged and shall provide proof of payment of same to Metropolitan Title Company.

The undersigned further agrees and covenants, if requested by Metropolitan Title Company, to fully cooperate and adjust for clerical errors in any closing documents, including but not limited to, repayment of any overpayments and executing duplicate closing documents.

The undersigned further certify that they are 18 years of age or older.

Purchasers:

The City of Muskegon

By: Deborah Harrison

Subscribed and sworn to before me this 24th day of March, 2000.

Notary Public: Dawn Boisvert

County in Michigan: Muskegon

Commission Expires: March 18, 2002

--



Metropolitan Title Company

CLOSING AGREEMENT

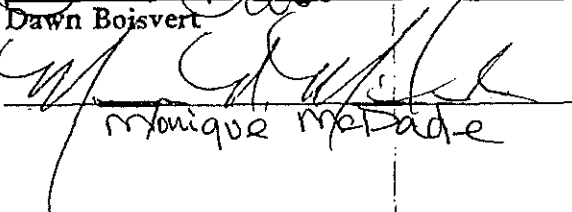
File Number: MU73501E
Date: March 24, 2000
Reference: City of Muskegon/Amoco
Property Address: 1640 Lakeshore Drive

It is agreed, between the Purchaser(s) and Seller(s) of this property that all contingencies and addendums to the Offer to Purchase thereto, dated have been met or are hereby resolved or removed to the satisfaction of the parties concerned.

Purchaser(s) understand and acknowledged that he/she/they are buying the property in an "As Is" condition and that neither the Seller(s) nor Realtor(s) make any warranties as to the land and structure purchased or the condition thereof.

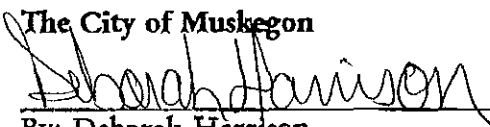
Witnesses:


Dawn Boisvert


Monique McPhee

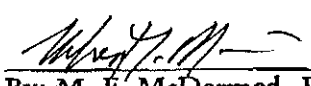
Purchasers:

The City of Muskegon


By: Deborah Harrison

Sellers:

Amoco Oil Company, a Maryland Corporation


By: M. E. McDermid, Real Estate Manager

Robert J. Mavrin Its: Attorney in Fact



Metropolitan Title Company

ADDENDUM TO BUY AND SELL AGREEMENT

File Number: MU73501E
Date: March 24, 2000
Reference: City of Muskegon/Amoco
Property Address: 1640 Lakeshore Drive

Addendum to Buy and Sell Agreement dated March 20, 2000, covering property located at: 1640 Lakeshore Drive, and legally described as:

(See Attached Rider)

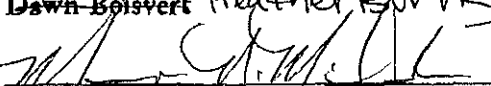
This Addendum to be an integral part of attached Buy and Sell Agreement, which is amended as follows:

Legal Description as stated above. Buyer to be responsible for 2000 taxes and all future taxes. Closing date to be March 24, 2000.

Witnesses:


Dawn Boisvert

Heather Boivin


Monique McDade

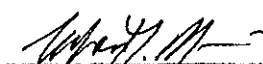
Purchasers:

The City of Muskegon


By: Deborah Harrison

Sellers:

Amoco Oil Company, a Maryland Corporation


By: M. E. McDermid, Real Estate Manager

Robert T. Mavin, Its Attorney in Fact

Attached to and becoming a part of document dated March 24, 2000.

LEGAL DESCRIPTION

Land situated in the City of Muskegon, County of Muskegon, State of Michigan, described as follows:

Block 587 of the Revised Plat of the City of Muskegon, according to the recorded plat thereof in Liber 3 of Plats, Page 71, except that part lying Northeasterly of a line described as follows: Beginning at a point on the Easterly line of said block, 225.7 feet Southwesterly of the Northeasterly corner of said block, thence North 50 degrees 15 minutes West 89.3 feet, thence Northeasterly 76 feet to the Westerly line of said block, and the point of ending of said line.

ALSO

Blocks 588 through 593, inclusive, and that part of Block 594, if any, of The Revised Plat of the City of Muskegon, according to the recorded plat thereof in Liber 3 of Plats, Page 71, and all land lying Westerly of Block 592, to Ruddiman Creek, and all land lying Northerly of Block 592, to the railroad right-of-way, that lies East of a dividing line established by the instruments recorded in Liber 40 of Miscellaneous Records, Page 110, and Liber 51 of Miscellaneous Records, Page 610, which line is described as follows:

Commence at the section corner common to Sections 25, 26, 35 and 36 in Township 10 North, Range 17 West, thence South 52 degrees 11' West at an angle of 37 degrees 28' to the left from the section line between said Sections 25 and 36 (extended West), a distance of 788 feet to a point which is the place of beginning of said dividing line; thence North 26 degrees 43' West on and along said dividing line, the same being a straight line having an angle of 78 degree 54' to the left from the last described course, to and into Muskegon Lake Channel.

EXCEPT that part of subject property, previously conveyed to the City of Muskegon and described as follows:

That part of Government Lot 1, Section 35, Town 10 North, Range 17 West, City of Muskegon, Muskegon County, Michigan, lying between the Centerline of Ruddiman Creek and the Southwesterly line of Block 592 of the Revised Plat of 1903 of the City of Muskegon, described as follows: Commencing at the North most corner of Block 531 of said Revised Plat of 1903 of the City of Muskegon, said point being the Southwest corner of Lake Shore Drive and Frisbie Street, thence North 25 degrees 05' West along the extension of the Westerly line of said Frisbie Street 66.00 feet to the Northerly line of Lake Shore Drive, thence South 66 degrees 10' West along the Northerly line of Lake Shore Drive 53.00 feet for point of beginning, thence North 39 degrees 20' West 69.53 feet, thence South 66 degrees 10' West 75 feet more or less to the Centerline of Ruddiman Creek, thence Southerly along the center line of Ruddiman Creek 68 feet more or less to the Northerly line of Lake Shore Drive, thence North 66 degrees 10' East along said Northerly line 100 feet more or less to point of beginning.

AND

That part of Block 592 of the Revised Plat of 1903 of the City of Muskegon, Muskegon County, Michigan, described as follows: Commencing at the North most corner of Block 531 of said Revised Plat of 1903 of the City of Muskegon said point being the Southwest corner of Lake Shore Drive and Frisbie Street, thence North 25 degrees 05' West along the extension of the Westerly line of said Frisbie Street 66.00 feet to the Northerly line of Lake Shore Drive, thence North 66 degrees 10' East along the Northerly line of Lake Shore Drive 68.55 feet for point of beginning, thence continue North 66 degrees 10' East along the Northerly line of Lake Shore Drive 93.68 feet, thence North 44 degrees 27' East along the Northerly line of Lake Shore Drive 93.68, thence South 55 degrees 18' 30" West 184.00 feet to the point of beginning.

Tax Parcel Number: 24-205-587-0001-00

File Number: MU73501E

BILL OF SALE

Know All Persons By These Presents: That Amoco Oil Company, A Maryland Corporation hereinafter referred to as "Seller(s)" whose address is 200 E. Randolph Drive, Chicago, IL 60601, and The City of Muskegon, a Municipal Corporation, hereinafter referred to as "Purchaser(s)" whose address is 933 Terrace Street, PO Box 536, Muskegon, MI 49443-0536, are Seller(s) and Purchaser(s), respectively of the premises situated in the County of Muskegon, described as:

(See Attached Rider)

More commonly known as: 1640 Lakeshore Drive, hereinafter referred to as the Subject Property.

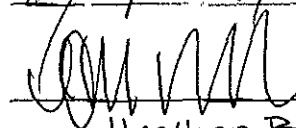
For the sum of One Dollar (\$1.00) and other good and valuable considerations paid to said Seller(s) by said Purchaser(s), said Seller(s) has bargained and sold, and by these presents does grant and convey unto the said Purchaser(s) the following goods and chattels which are in the possession of said Seller(s) at the subject property:

All pre-printed items if any now in or on the premises, as listed on the purchase agreement dated March 20, 2000

And the said Seller(s) does agree to warrant and defend the sale of the aforementioned goods and chattels, unto the Purchaser(s) against any and all person or persons whatsoever.

In witness whereof, the Seller(s) have hereunto set his hand(s) and seal(s) this 24th day of March, 2000.

Witnesses:


Monique McDade

Heather Burns

Amoco Oil Company, a Maryland Corporation


By: M. E. McDermid, Real Estate Manager
Robert J. Marni Esq. Attorney in Fact

State of Illinois

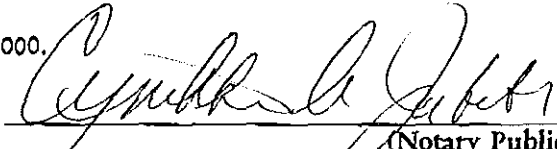
County of Cook

The seller(s) being duly sworn, deposes and says that he is the seller(s) named within the Bill of Sale, that he has knowledge of the facts and that the consideration of said instrument was actual and adequate, and that the same was given in good faith for the purpose therein set forth and not for the purpose of security, or for defrauding creditors of the seller(s) or subsequent purchaser(s).

Subscribed and sworn to before me this 23rd day of March, 2000.

My commission expires:




(Notary Public)
County, Illinois



Metropolitan Title Company

File Number: MU73501E

Attached to and becoming a part of document dated March 24, 2000.

LEGAL DESCRIPTION

Land situated in the City of Muskegon, County of Muskegon, State of Michigan, described as follows:
Block 587 of the Revised Plat of the City of Muskegon, according to the recorded plat thereof in Liber 3 of Plats, Page 71, except that part lying Northeasterly of a line described as follows: Beginning at a point on the Easterly line of said block, 225.7 feet Southwesterly of the Northeasterly corner of said block, thence North 50 degrees 15 minutes West 89.3 feet, thence Northeasterly 76 feet to the Westerly line of said block, and the point of ending of said line.

ALSO

Blocks 588 through 593, inclusive, and that part of Block 594, if any, of The Revised Plat of the City of Muskegon, according to the recorded plat thereof in Liber 3 of Plats, Page 71, and all land lying Westerly of Block 592, to Ruddiman Creek, and all land lying Northerly of Block 592, to the railroad right-of-way, that lies East of a dividing line established by the instruments recorded in Liber 40 of Miscellaneous Records, Page 110, and Liber 51 of Miscellaneous Records, Page 610, which line is described as follows:

Commence at the section corner common to Sections 25, 26, 35 and 36 in Township 10 North, Range 17 West, thence South 52 degrees 11' West at an angle of 37 degrees 28' to the left from the section line between said Sections 25 and 36 (extended West), a distance of 788 feet to a point which is the place of beginning of said dividing line; thence North 26 degrees 43' West on and along said dividing line, the same being a straight line having an angle of 78 degree 54' to the left from the last described course, to and into Muskegon Lake Channel.

EXCEPT that part of subject property, previously conveyed to the City of Muskegon and described as follows:

That part of Government Lot 1, Section 35, Town 10 North, Range 17 West, City of Muskegon, Muskegon County, Michigan, lying between the Centerline of Ruddiman Creek and the Southwesterly line of Block 592 of the Revised Plat of 1903 of the City of Muskegon, described as follows: Commencing at the North most corner of Block 531 of said Revised Plat of 1903 of the City of Muskegon, said point being the Southwest corner of Lake Shore Drive and Frisbie Street, thence North 25 degrees 05' West along the extension of the Westerly line of said Frisbie Street 66.00 feet to the Northerly line of Lake Shore Drive, thence South 66 degrees 10' West along the Northerly line of Lake Shore Drive 53.00 feet for point of beginning, thence North 39 degrees 20' West 69.53 feet, thence South 66 degrees 10' West 75 feet more or less to the Centerline of Ruddiman Creek, thence Southerly along the center line of Ruddiman Creek 68 feet more or less to the Northerly line of Lake Shore Drive, thence North 66 degrees 10' East along said Northerly line 100 feet more or less to point of beginning.

AND

That part of Block 592 of the Revised Plat of 1903 of the City of Muskegon, Muskegon County, Michigan, described as follows: Commencing at the North most corner of Block 531 of said Revised Plat of 1903 of the City of Muskegon said point being the Southwest corner of Lake Shore Drive and Frisbie Street, thence North 25 degrees 05' West along the extension of the Westerly line of said Frisbie Street 66.00 feet to the Northerly line of Lake Shore Drive, thence North 66 degrees 10' East along the Northerly line of Lake Shore Drive 68.55 feet for point of beginning, thence continue North 66 degrees 10' East along the Northerly line of Lake Shore Drive 93.68 feet, thence North 44 degrees 27' East along the Northerly line of Lake Shore Drive 93.68, thence South 55 degrees 18' 30" West 184.00 feet to the point of beginning.

Tax Parcel Number: 24-205-587-0001-00

File Number: MU73501E

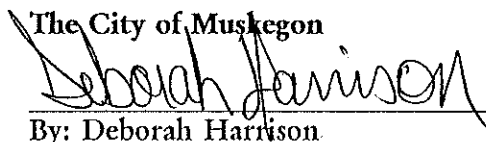
BILL OF SALE - PURCHASER ACKNOWLEDGEMENT

File Number: MU73501E
Date: March 24, 2000
Reference: City of Muskegon/Amoco
Property Address: 1640 Lakeshore Drive

The undersigned Purchaser(s) agree to the items, if any, as stated on the attached Bill of Sale and acknowledge receipt of a copy of the Bill of Sale.

Purchasers:

The City of Muskegon



By: Deborah Harrison



Metropolitan Title Company

PROPERTY TRANSFER AFFIDAVIT ACKNOWLEDGEMENT

File Number: MU73501E
Date: March 24, 2000
Reference: City of Muskegon/Amoco
Property Address: 1640 Lakeshore Drive

I/We, the undersigned Purchaser, Grantee or Transferee, have been advised that under Act 415, P.A. of 1994, Form L-4260 (1/95) **Property Transfer Affidavit** must be completed and received by the local assessor within 45 days of the date of transfer.

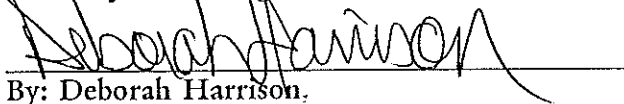
I/We further understand that failure to file is **punishable by penalty of \$5.00 a day up to a maximum of \$200.00.**

I/We have received from Metropolitan Title Company on **March 24, 2000** a **Property Transfer Affidavit**, Form L-4260 (1/95) and accept responsibility for filing the form with our city/township assessor. I/We agree to hold **Metropolitan Title Company** harmless from any further liability and/or responsibility regarding this form.

☐ I/We have requested that Metropolitan Title Company distribute this form by regular mail to the city/township assessor, and hold the title company harmless from any further liability and/or responsibility regarding this form.

Purchasers:

~~The City of Muskegon~~


By: Deborah Harrison.

I will take down myself

ACKNOWLEDGMENT OF WAIVER OF INSPECTIONS

File Number: MU73501E
Date: March 24, 2000
Reference: City of Muskegon/Amoco
Property Address: 1640 Lakeshore Drive

The undersigned, being the purchasers of the above captioned property, acknowledge that we have been advised by the selling broker and/or listing broker and/or its agents to obtain inspections on said property as noted below:

	Waived	
	(Yes)	(No)
Water/Septic Inspection	_____	_____
Termite Inspection	_____	_____
Health Inspection Report	_____	_____
Electrical, Plumbing, Heating Inspection	_____	_____
Structural Inspection	_____	_____
Survey	_____	_____

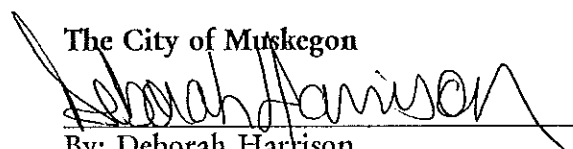
Purchaser(s) hereby acknowledge and agree that they have chosen not to obtain the inspections as noted above and purchaser(s) hereby release the selling broker and/or listing broker and/or their agents and Metropolitan Title Company and its employees from any and all responsibility and/or liability concerning or pertaining to such matters that may or may not have been determined as the result of inspection report(s) as noted above.

Witnesses:


Dawn Boisvert

Purchasers:

The City of Muskegon


By: Deborah Harrison



Metropolitan Title Company

WARRANTY DEED



Metropolitan Title Company

(For Plat/Condominium)

Statutory

Know All Persons by These Presents:

That Amoco Oil Company, A Maryland Corporation

whose address is 200 E. Randolph Drive, Chicago, IL 60601

Convey(s) and Warrant(s) to The City of Muskegon, a Municipal Corporation

whose address is 933 Terrace Street, PO Box 536, Muskegon, MI 49443-0536

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

(See Attached Rider)

More commonly known as: 1640 Lakeshore Drive

For the full consideration of: \$1.00 and other good and valuable consideration. See Real Estate Transfer Valuation Affidavit filed herewith. Please affix revenue stamps after recording.

Subject to: Building and use restrictions, reservations, and easements of record.

Dated this: 24th day of March, 2000

(See Attached for Signatures)

Drafted by:

Amoco Oil Company
Assisted by: Metropolitan Title Co.
200 E. Randolph Drive
Chicago, IL 60601

Return to:

City of Muskegon
933 Terrace St., PO Box 536
Muskegon, MI 49443

Send Tax Bills to:

same

Recording Fee: \$12.00

File Number: MU73501E

Tax Parcel No.: 24-205-587-0001-00

State Transfer Tax:

County Transfer Tax:

Attached to and becoming a part of Warranty Deed dated March 24, 2000 between Amoco Oil Company, A Maryland Corporation, as seller(s) and The City of Muskegon, a Municipal Corporation, as purchaser(s).

Witnesses:

[Signature]
Monique McBade

[Signature]
Heather Burns

Signed by:

Amoco Oil Company, a Maryland Corporation

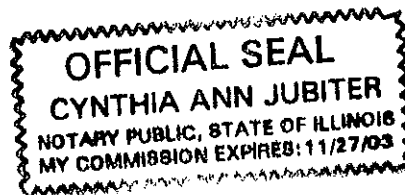
[Signature]
By: M. E. McDermid, Real Estate Manager-
Robert J. Marrin Its: Attorney in Fact

State of Illinois

County of Cook

The foregoing instrument was acknowledged before me this 23rd day of March, 2000 by M. E. McDermid, Real Estate Manager of Amoco Oil Company, A Maryland Corporation on behalf of the said corporation.

[Signature]
Notary Public:
Commission Expires:
County in Illinois:



File Number: MU73501E

Attached to and becoming a part of document dated March 24, 2000.

LEGAL DESCRIPTION

Land situated in the City of Muskegon, County of Muskegon, State of Michigan, described as follows:
Block 587 of the Revised Plat of the City of Muskegon, according to the recorded plat thereof in Liber 3 of Plats, Page 71, except that part lying Northeasterly of a line described as follows: Beginning at a point on the Easterly line of said block, 225.7 feet Southwesterly of the Northeasterly corner of said block, thence North 50 degrees 15 minutes West 89.3 feet, thence Northeasterly 76 feet to the Westerly line of said block, and the point of ending of said line.

ALSO

Blocks 588 through 593, inclusive, and that part of Block 594, if any, of The Revised Plat of the City of Muskegon, according to the recorded plat thereof in Liber 3 of Plats, Page 71, and all land lying Westerly of Block 592, to Ruddiman Creek, and all land lying Northerly of Block 592, to the railroad right-of-way, that lies East of a dividing line established by the instruments recorded in Liber 40 of Miscellaneous Records, Page 110, and Liber 51 of Miscellaneous Records, Page 610, which line is described as follows:

Commence at the section corner common to Sections 25, 26, 35 and 36 in Township 10 North, Range 17 West, thence South 52 degrees 11' West at an angle of 37 degrees 28' to the left from the section line between said Sections 25 and 36 (extended West), a distance of 788 feet to a point which is the place of beginning of said dividing line; thence North 26 degrees 43' West on and along said dividing line, the same being a straight line having an angle of 78 degree 54' to the left from the last described course, to and into Muskegon Lake Channel.

EXCEPT that part of subject property, previously conveyed to the City of Muskegon and described as follows:

That part of Government Lot 1, Section 35, Town 10 North, Range 17 West, City of Muskegon, Muskegon County, Michigan, lying between the Centerline of Ruddiman Creek and the Southwesterly line of Block 592 of the Revised Plat of 1903 of the City of Muskegon, described as follows: Commencing at the North most corner of Block 531 of said Revised Plat of 1903 of the City of Muskegon, said point being the Southwest corner of Lake Shore Drive and Frisbie Street, thence North 25 degrees 05' West along the extension of the Westerly line of said Frisbie Street 66.00 feet to the Northerly line of Lake Shore Drive, thence South 66 degrees 10' West along the Northerly line of Lake Shore Drive 53.00 feet for point of beginning, thence North 39 degrees 20' West 69.53 feet, thence South 66 degrees 10' West 75 feet more or less to the Centerline of Ruddiman Creek, thence Southerly along the center line of Ruddiman Creek 68 feet more or less to the Northerly line of Lake Shore Drive, thence North 66 degrees 10' East along said Northerly line 100 feet more or less to point of beginning.

AND

That part of Block 592 of the Revised Plat of 1903 of the City of Muskegon, Muskegon County, Michigan, described as follows: Commencing at the North most corner of Block 531 of said Reviseddd Plat of 1903 of the City of Muskegon said point being the Southwest corner of Lake Shore Drive and Frisbie Street, thence North 25 degrees 05' West along the extension of the Westerly line of said Frisbie Street 66.00 feet to the Northerly line of Lake Shore Drive, thence North 66 degrees 10' East along the Northerly line of Lake Shore Drive 68.55 feet for point of beginning, thence continue North 66 degrees 10' East along the Northerly line of Lake Shore Drive 93.68 feet, thence North 44 degrees 27' East along the Northerly line of Lake Shore Drive 93.68, thence South 55 degrees 18' 30" West 184.00 feet to the point of beginning.

REAL ESTATE TRANSFER VALUATION AFFIDAVIT

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

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

1. *County of Property*
Muskegon

2. *City or Township of Property*
City of Muskegon

3. *Seller's Name and Mailing Address*
Amoco Oil Company, a Maryland Corporation
200 E. Randolph Drive
Chicago, IL 60601

4. *Purchaser's Name and Mailing Address*
The City of Muskegon
933 Terrace Street, PO Box 536
Muskegon, MI 49443-0536

5. *Type and Date of Document*

☐ Land Contract
☒ Deed

Date:
Date: March 24, 2000

6. *Cash Payment*

7. *Amount of County Tax*
\$495.00

8. *Amount of Mortgage*

9. *Amount of State Tax*
\$3,375.00

10. *If consideration is less than market value, state market value.*

11. *Total Consideration*
\$450,000.00

12. *Total Revenue Stamps*
\$3,870.00

13. *Legal Description of Real Estate Transferred*

(SEE ATTACHED RIDER)

24-205-587-0001-00

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

Seller's Signature

If signer is other than the seller, print name and title.

Robert J. Martin Its: Attorney in Fact

Notarization

Cynthia Ann Jubiter
(Notary Public)

County, Illinois

My commission expires:

Subscribed and sworn to me: March 23, 2000



File Number: MU73501E

Attached to and becoming a part of document dated March 24, 2000.

LEGAL DESCRIPTION

Land situated in the City of Muskegon, County of Muskegon, State of Michigan, described as follows:

Block 587 of the Revised Plat of the City of Muskegon, according to the recorded plat thereof in Liber 3 of Plats, Page 71, except that part lying Northeasterly of a line described as follows: Beginning at a point on the Easterly line of said block, 225.7 feet Southwesterly of the Northeasterly corner of said block, thence North 50 degrees 15 minutes West 89.3 feet, thence Northeasterly 76 feet to the Westerly line of said block, and the point of ending of said line.

ALSO

Blocks 588 through 593, inclusive, and that part of Block 594, if any, of The Revised Plat of the City of Muskegon, according to the recorded plat thereof in Liber 3 of Plats, Page 71, and all land lying Westerly of Block 592, to Ruddiman Creek, and all land lying Northerly of Block 592, to the railroad right-of-way, that lies East of a dividing line established by the instruments recorded in Liber 40 of Miscellaneous Records, Page 110, and Liber 51 of Miscellaneous Records, Page 610, which line is described as follows:

Commence at the section corner common to Sections 25, 26, 35 and 36 in Township 10 North, Range 17 West, thence South 52 degrees 11' West at an angle of 37 degrees 28' to the left from the section line between said Sections 25 and 36 (extended West), a distance of 788 feet to a point which is the place of beginning of said dividing line; thence North 26 degrees 43' West on and along said dividing line, the same being a straight line having an angle of 78 degree 54' to the left from the last described course, to and into Muskegon Lake Channel.

EXCEPT that part of subject property, previously conveyed to the City of Muskegon and described as follows:

That part of Government Lot 1, Section 35, Town 10 North, Range 17 West, City of Muskegon, Muskegon County, Michigan, lying between the Centerline of Ruddiman Creek and the Southwesterly line of Block 592 of the Revised Plat of 1903 of the City of Muskegon, described as follows: Commencing at the North most corner of Block 531 of said Revised Plat of 1903 of the City of Muskegon, said point being the Southwest corner of Lake Shore Drive and Frisbie Street, thence North 25 degrees 05' West along the extension of the Westerly line of said Frisbie Street 66.00 feet to the Northerly line of Lake Shore Drive, thence South 66 degrees 10' West along the Northerly line of Lake Shore Drive 53.00 feet for point of beginning, thence North 39 degrees 20' West 69.53 feet, thence South 66 degrees 10' West 75 feet more or less to the Centerline of Ruddiman Creek, thence Southerly along the center line of Ruddiman Creek 68 feet more or less to the Northerly line of Lake Shore Drive, thence North 66 degrees 10' East along said Northerly line 100 feet more or less to point of beginning.

AND

That part of Block 592 of the Revised Plat of 1903 of the City of Muskegon, Muskegon County, Michigan, described as follows: Commencing at the North most corner of Block 531 of said Reviseddd Plat of 1903 of the City of Muskegon said point being the Southwest corner of Lake Shore Drive and Frisbie Street, thence North 25 degrees 05' West along the extension of the Westerly line of said Frisbie Street 66.00 feet to the Northerly line of Lake Shore Drive, thence North 66 degrees 10' East along the Northerly line of Lake Shore Drive 68.55 feet for point of beginning, thence continue North 66 degrees 10' East along the Northerly line of Lake Shore Drive 93.68 feet, thence North 44 degrees 27' East along the Northerly line of Lake Shore Drive 93.68, thence South 55 degrees 18' 30" West 184.00 feet to the point of beginning.

Date: January 25, 2000
To: Honorable Mayor and City Commissioners
From: Inspection Services Department
RE: Concurrence with Housing Board of Appeals
Finding and Order for 388 Catawba

SUMMARY OF REQUEST:

This is to request City Commission concurrence with the findings of the Housing Board of Appeals that the structure located at 388 Catawba is unsafe, substandard and a public nuisance and that it be demolished within thirty (30) days.

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

FINANCIAL IMPACT:

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

BUDGET ACTION REQUIRED:

None

STAFF RECOMMENDATION:

A dangerous building inspection was conducted in September of 1998 following a referral from the housing inspector working the case. The property was vacant and the owner had made no effort to correct code

violations nor had established any contact with the inspector. The order to repair did not result in any improvements to the structure; therefore the case was referred to the Housing Board of Appeals on December 3, 1998. No one appeared at the meeting to contest the department's recommendation that the structure be demolished and there has been no contact with the owner since the Board's action. The Committee of the Whole on 2/8/99 recommended giving the interested party six months to obtain and bring the property up to code and that the interested party submit a written timetable on the scheduled repairs and that a building permit be pulled within 30 days for repairs. To date the work has not been completed to an acceptable level.

The estimated cost of bringing the property into compliance with City codes is \$20,000-24,000.

Attached are copies of the minutes of the December 3, 1998 meeting of the Housing Board of Appeals, the findings of fact and order of the Board dated December 4, 1998, the findings from a September 9, 1998 inspection of the property and the Committee of the Whole recommendation of February 8, 1998

COMMITTEE RECOMMENDATION:

The Committee of the Whole will consider this item at its meeting on January 24, 2000.

FINANCIAL IMPACT: (877 Amity) The cost of demolition will be paid with budgeted general funds.

BUDGET ACTION REQUIRED: (877 Amity) None

STAFF RECOMMENDATION: (877 Amity) A dangerous building inspection was conducted in August of 1998 following a referral from the housing inspector working the case. The property was vacant and boarded and the owner had made no effort to correct code violations nor had established any contact with the inspector. In addition, three civil infraction citations had been issued to the owners. The order to repair did not result in any improvements to the structure; therefore, the case was referred to the Housing Board of Appeals on December 3, 1998. No one appeared at the meeting to contest the department's recommendation that the structure be demolished and there has been no contact with the owner since the Board's action.

Property taxes for 1997 and 1998 are due. The estimated cost of bringing the property into compliance with City codes is \$18,000 - \$22,000.

Attached are copies of the minutes of the December 1998 meeting of the Housing Board of Appeals, the findings of fact and order of the Board dated December 7, 1998 and the findings from an August 25, 1998 inspection of the property.

COMMITTEE RECOMMENDATION: (372-74 E. Forest and 877 Amity) Committee of the Whole recommended concurrence with Housing Board of Appeals Findings and Order for 372-74 E. Forest and 877 Amity.

5) 388 Catawba

FINANCIAL IMPACT: (388 Catawba) The cost of demolition will be paid with budgeted CDBG funds.

BUDGET ACTION REQUIRED: (388 Catawba) None

STAFF RECOMMENDATION: (388 Catawba) A dangerous building inspection was conducted in September of 1998 following a referral from the housing inspector working the case. The property was vacant and the owner had made no effort to correct code violations nor had established any contact with the inspector. The order to repair did not result in any improvements to the structure; therefore, the case was referred to the Housing Board of Appeals on December 3, 1998. No one appeared at the meeting to contest the department's recommendation that the structure be demolished and there has been no contact with the owner since the Board's action.

Property taxes for 1993 through 1998 are due. The estimated cost of bringing the property into compliance with City codes is \$20,000 - \$24,000.

Attached are copies of the minutes of the December 1998 meeting of the Housing Board of Appeals, the findings of fact and order of the Board dated December 4, 1998 and the findings from a September 9, 1998 inspection of the property.

COMMITTEE RECOMMENDATION: Committee of the Whole recommended giving the interested party six months to obtain and bring the property up to code, and that the interested party submit a written timetable on the scheduled repairs and that a building permit be pulled within 30 days for repairs.

e. Request for Encroachment Agreement - Muskegon County Transit System. ENGINEERING

NEW CASES:

**#98-47 – 1698 DYSON (GARAGE) – MCA MORTGAGE CORP.
23999 NORTHWESTERN HIGHWAY
SOUTHFIELD, MI. 48075**

No one was in attendance. It was reported that there have been about 14 nuisance reports on this property. Greg Borgman supported by Randy Mackie, made a motion to declare the garage at 1698 Dyson to be unsafe, substandard, a public nuisance and forward to the City Commission for concurrence. A roll call vote was taken:

AYES: NAYS: EXCUSED:

Clint Todd	None	Boyd Arthur
Bob Johnson		
Greg Borgman		
Fred Nielsen		
Randy Mackie		
John Warner		

The motion carried.

#98-50 – 388 CATAWBA (HOUSE) – ANNIE CHURCHWELL, 388 CATAWBA

Dan Schmelzinger said that there has been no contact from anyone. Staff recommendation is to declare the structure substandard. Randy Mackie, supported by Robert Johnson, made a motion to accept staff recommendation and declare the structure at 388 Catawba to be unsafe, substandard, a public nuisance and forward to the City Commission for concurrence. A roll call vote was taken:

AYES: NAYS: EXCUSED:

Clint Todd	None	Boyd Arthur
Bob Johnson		
Greg Borgman		
Fred Nielsen		
Randy Mackie		
John Warner		

The motion carried.

~~_____~~

~~_____ withdrawn from the agenda. Dan Schmelzinger explained that it is owner occupied and she has some financial problems. _____ asked if it would be on next month's agenda. Dan Schmelzinger said that it would.~~

616/724-6708
FAX/724-4178

Cemetery
616/724-6783
FAX/724-5617

Civil Service
616/724-6716
FAX/724-6790

Clerk
616/724-6705
FAX/724-4178

Comm. & Neigh.
Services
616/724-6717
FAX/726-2501

Engineering
616/724-6707
FAX/727-6904

Finance
616/724-6713
FAX/724-6768

Fire Dept.
616/724-6792
FAX/724-6985

Income Tax
616/724-6770
FAX/724-6768

Info. Systems
616/724-6975
FAX/724-6768

Leisure Service
616/724-6704
FAX/724-6790

Manager's Office
616/724-6724
FAX/722-1214

Mayor's Office
616/724-6701
FAX/722-1214

Neigh. & Const.
Services
616/724-6715
FAX/726-2501

Planning/Zoning
616/724-6702
FAX/724-6790

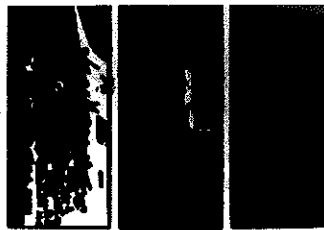
Police Dept.
616/724-6750
FAX/722-5140

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

Treasurer
616/724-6720
FAX/724-6768

Water Dept.
616/724-6718
FAX/724-6768

Water Filtration
616/724-4106
FAX/755-5290



West Michigan's Shoreline City

MUSKEGON HOUSING BOARD OF APPEALS

DATE: December 4, 1998

CASE: #98-50- 388 Catawba

Annie Churchwell
388 Catawba
Muskegon, Mi. 49442

Equivest Ltd. Partnership
% Ketih Sotiroff
30400 Telegraph Road, Suite 444
Bingham Farms, Mi. 48025

FINDING OF FACTS AND ORDER

The following action was taken at a session of the Muskegon Housing Board of Appeals held at the Muskegon City Hall, 933 Terrace, Muskegon, Michigan on the 3rd of October 1998.

The Neighborhood and Construction Services Department of the City of Muskegon, having inspected the building structure located upon the property described as Lot 6, Block 263 also known as 388 Catawba found the conditions listed on the attached pages exist and that these conditions are hazardous as defined in Section 4-23 of the Code of Ordinances.

The Board further found that these conditions exist to the extent of endangering life, safety and the general welfare of the public.

Therefore, in accordance with Section 4-25 of the Code of Ordinances, the structure is declared to be unsafe, substandard and a public nuisance.

It is, therefore, ordered that the owners or other interested parties take such action to repair or remove said structure, or appeal this order within 20 days of the receipt of this order.

It is further ordered that if the owners or other interested parties fail to repair or remove said structure, or appeal this order within 20 days of the receipt of this order, the Building Official shall take bids and remove said structure.

City of Muskegon, 933 Terrace Street, P.O. Box 536, Muskegon, MI 49443-0536

DANGEROUS BUILDING INSPECTION

9/09/98

388 CATAWBA

RESIDENTIAL DWELLING

1. Missing siding
2. Rotting soffit
3. Broken windows and sash damage
4. Chimney missing brick, in state of collapse
5. Garage door deteriorated beyond repair
6. Deteriorated foundation
7. Guard rails falling off of exterior steps
8. Peeling paint on entire house
9. Infestation of rodents
10. Hazardous and unsanitary premises, garbage and numerous cumbustibles in home
11. Interior ceiling damage – drywall – ceiling 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 C. Faltinowski 9/17/98
HENRY FALTINOWSKI, BUILDING INSPECTOR DATE

CONCURRED IN: Jerry McIntyre
JERRY MCINTYRE, BUILDING OFFICIAL

Date: January 25, 2000
To: Honorable Mayor and City Commissioners
From: Inspection Services Department
RE: Concurrence with Housing Board of Appeals
Finding and Order for 449 McLaughlin

SUMMARY OF REQUEST:

This is to request City Commission concurrence with the findings of the Housing Board of Appeals that the structure located at 449 McLaughlin is unsafe, substandard and a public nuisance and that it be demolished within thirty (30) days.

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

FINANCIAL IMPACT:

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

BUDGET ACTION REQUIRED:

None

STAFF RECOMMENDATION:

This property has been in a state of substantial disrepair since at least June of 1998. The housing inspector referred the case as a dangerous building and a notice to repair or demolish was issued on June 2, 1998. The case was referred to the Housing Board of Appeals on August 5,

1999 because the owner made no attempt to correct the violations stated in the order.

No one appeared at the meeting on behalf of the owner and the Board found the property to be unsafe, substandard and a public nuisance and ordered it demolished. 449 McLaughlin and 447 McLaughlin occupied the same lot. 447 McLaughlin was brought before the City Commission and the City Commission concurred in the demolition of 447 McLaughlin. 447 McLaughlin is one of the properties originally owned by Jonathon Brandel and is now in the hands of Spectrum Mortgage Group, Inc. The house has been boarded up a number of different times, has been a home to cats and varmints. The front lower apartment had been occupied for months with no water.

Delinquent taxes for winter of 1997, 1998 and 1999 are owed as well as board up costs, sidewalk assessment and delinquent water bill for a total of \$8,890.61.

The estimated cost of bringing the property into compliance with City codes of about \$30,000.

Attached are copies of the minutes of the August 5, 1999 meeting of the Housing Board of Appeals, the findings of fact and order of the Board dated August 10, 1999 and the inspection report dated 4/12/99.

COMMITTEE RECOMMENDATION:

The Committee of the Whole will consider this item at its meeting on January 24, 2000.

Housing Board of Appeals
August 5, 1999

#99-25 – 449 McLaughlin – Jonathon Brandel, 480 E. Apple
Premier one Properties, 1167 Peck
Spectrum Mortgage Group, Inc., P. O. Box 871214
Canton, Mi. 48187

Bob Grabinski said that Jonathon Brandel no longer owns this. It has gone back to the mortgage company. It is not occupied. Complaints have been received from a neighbor who is tired of the mice and cats coming from it. We took down 447 McLaughlin which was on the same property. Robert Johnson made a motion, supported by Randy Mackie, to declare the structure unsafe, substandard, a public nuisance and forward to the City Commission for concurrence. A roll call vote was taken.

AYES:

NAYS:

ABSENT:

EXCUSED:

John Warner
Robert Johnson
Randy Mackie
Greg Borgman
Clint Todd

William Anderson
Fred Nielsen

Motion carried.

Affirmative Action
616/724-6703
FAX/722-1214

Assessor
616/724-6708
FAX/724-4178

Cemetery
616/724-6783
FAX/726-5617

Civil Service
616/724-6716
FAX/724-6790

Clerk
616/724-6705
FAX/724-4178

Comm. & Neigh.
Services
616/724-6717
FAX/726-2501

Engineering
616/724-6707
FAX/727-6904

Finance
616/724-6713
FAX/724-6768

Fire Dept.
616/724-6792
FAX/724-6985

Income Tax
616/724-6770
FAX/724-6768

Info. Systems
616/724-6975
FAX/724-6768

Leisure Service
616/724-6704
FAX/724-6790

Manager's Office
616/724-6724
FAX/722-1214

Mayor's Office
616/724-6701
FAX/722-1214

Neigh. & Const.
Services
616/724-6715
FAX/726-2501

Planning/Zoning
616/724-6702
FAX/724-6790

Police Dept.
616/724-6750
FAX/722-5140

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

Treasurer
616/724-6720
FAX/724-6768

Water Dept.
616/724-6718
FAX/724-6768

Water Filtration
616/724-4106
FAX/755-5290

MUSKEGON



West Michigan's Shoreline City

MUSKEGON HOUSING BOARD OF APPEALS

DATE: August 10, 1999

CASE: 99-25 - 449 McLaughlin

Spectrum Mortgage Group, Inc.
P. O. Box 871214
Canton, Mi. 48187

Premier One Properties
1167 Peck St.
Muskegon, Mi. 49441

Jonathon Brandel
480 E. Apple
Muskegon, Mi. 49442

FINDING OF FACTS AND ORDER

The following action was taken at a session of the Muskegon Housing Board of Appeals held at the Muskegon City Hall, 933 Terrace, Muskegon, Michigan on the 5th of August 1999.

The Neighborhood and Construction Services Department of the City of Muskegon, having inspected the building structure located upon the property described as Lot 2, Block 94 also known as 449 McLaughlin found the conditions listed on the attached pages exist and that these conditions are hazardous as defined in Section 4-23 of the Code of Ordinances.

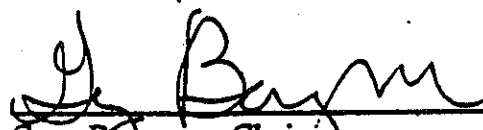
The Board further found that these conditions exist to the extent of endangering life, safety and the general welfare of the public.

Therefore, in accordance with Section 4-25 of the Code of Ordinances, the structure is declared to be unsafe, substandard and a public nuisance.

It is, therefore, ordered that the owners or other interested parties take such action to repair or remove said structure, or appeal this order within 20 days of the receipt of this order.

It is further ordered that if the owners or other interested parties fail to repair or remove said structure, or appeal this order within 20 days of the receipt of this order, the Building Official shall take bids and remove said structure.

If you wish to appeal this order, you must do so within twenty days. You may obtain the appeal form at the City's Neighborhood and Construction Services Department (Inspections), City Hall, 933 Terrace Street.



Greg Borgman, Chairman
HOUSING ADVISORY BOARD OF APPEALS

DANGEROUS BUILDING INSPECTION

4/12/99

449 MCLAUGHLIN

RESIDENTIAL DWELLING

1. Numerous broken out windows.
2. Foundation wall is in need of repair – open gaps in blocks.
3. Rotting siding – paint chipping on home.
4. Front entry steps are separating.
5. Upper stairway in back of home in need of repair – guardrails and siding on landing are loose.
6. Roof covering repair needed on home.

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

Henry A. Altinowski
HENRY ALTINOWSKI, BUILDING INSPECTOR

6/2/99 DATE

CONCURRED IN: Jerry McIntyre
JERRY MCINTYRE, BUILDING OFFICIAL

Affirmative Action
616/724-6703

Assessor
616/724-6708

Cemetery
616/724-6783

Civil Service
616/724-6716

Clerk
616/724-6705

C. N. Services
616/724-6717

Engineering
616/724-6707

Finance
616/724-6713

Fire Dept.
616/724-6792

Income Tax
616/724-6770

Inspections
616/724-6715

Leisure Service
616/724-6704

Manager's Office
616/724-6724

Mayor's Office
616/724-6701

Planning/Zoning
616/724-6702

Police Dept.
616/724-6750

Public Works
616/726-4786

Treasurer
616/724-6720

Water Dept.
616/724-6718

MUSKEGON



West Michigan's Shoreline City

NOTICE AND ORDER

June 2, 1999

Jonathon Brandel
500 W. Western Avenue
Muskegon, Mi. 49440

Premier One Properties
1167 Peck Street
Muskegon, Mi. 49441

Dear Property Owner:

Subject: 449 McLaughlin
Lot 2, Block 94

The City of Muskegon Building Official has recently inspected the subject property and has found the buildings to be dangerous as defined under Section 4-23 of the Muskegon City Code.

As a result of this finding, you are hereby ordered to REPAIR or DEMOLISH the structures within thirty (30) days.

If you elect to repair the structures, you must secure all required permits and physically commence the work within thirty (30) days from the date of this order.

Should you have any questions concerning this matter, please do not hesitate to contact our Building Official, Jerry McIntyre at 724-6715.

Sincerely yours,

A handwritten signature in dark ink, appearing to read "Daniel Schmelzinger".
Daniel Schmelzinger
Director, Neighborhood and Construction Services

C: Spectrum Mortgage Group, Inc.
P. O. Box 871214, Canton, Mi. 48187 7/29/99

DANGEROUS BUILDING INSPECTION

4/12/99

449 MCLAUGHLIN

RESIDENTIAL DWELLING

1. Numerous broken out windows.
2. Foundation wall is in need of repair – open gaps in blocks.
3. Rotting siding – paint chipping on home.
4. Front entry steps are separating.
5. Upper stairway in back of home in need of repair – guardrails and siding on landing are loose.
6. Roof covering repair needed on home.

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

Henry G. Faltinowski
HENRY FALTINOWSKI, BUILDING INSPECTOR

6/2/98

DATE

CONCURRED IN:

Jerry McIntyre
JERRY MCINTYRE, BUILDING OFFICIAL

\$30/4 NR

CITY OF MUSKEGON INSPECTION REPORT

June 5, 1998

AT 11:07 a.m.

FOR MCLAUGHLIN 449

PAGE 1

FINAL NOTICE

No	Cat	Violation
1		NOTE: Effective June 15, 1997 no certificates of compliance will be issued until all fees and debts to the City for that property have been paid in full.
2		NOTE: Code requires owners to notify City in writing within 10 days of transferring ownership. Notice must include name, address and phone number of new owner.
3	B	APT. 3 REAR HOUSE BATH Does not have a duplex receptacle - when installed it must be GFIC.
4	A	APT. 3 REAR HOUSE TUB ROOM Sewer line is open letting sewer gas escape.
5	B	EXTERIOR Siding is loose or falling off.
6	A	EXTERIOR Window has broken or cracked glass.
7	B	EXTERIOR - FRONT HOUSE trim and siding peeling paint.
8	B	EXTERIOR - REAR HOUSE siding corners missing.
9	B	EXTERIOR - WINDOWS screens missing.
10	B	EXTERIOR FRONT HOUSE Has peeling paint and is not protected from weather by properly applied water-resistant paint or waterproof finish.
11		EXTERIOR NOTE: Front and rear building is vacant and open - no response from owner.
12	B	EXTERIOR REAR - WINDOWS AND TRIM Has peeling paint and is not protected from weather by properly applied water-resistant paint or waterproof finish.

END OF LIST

**NOTICE OF RESOLUTION
DANGEROUS BUILDING PROCEEDING**

TO ALL INTERESTED PARTIES:

TAKE NOTICE that the City Commission for the City of Muskegon has adopted a resolution finding that the building located on the following described property constitutes a dangerous building and shall be demolished. The resolution was adopted by the City Commission on January 25, 2000. The property is described as follows:

Lot 2, Block 94 also known as 449 McLaughlin, City of Muskegon

Any person interested in the property should consult with the Office of the City clerk for the City of Muskegon, for further information.

WITNESSES:

CITY OF MUSKEGON

Gloria Coburn

WITNESSES:

Linda Potter

BY

Gail A. Kunderger
Gail A. Kunderger
Its Clerk

**STATE OF MICHIGAN
COUNTY OF MUSKEGON**

The foregoing instrument was acknowledged before me this 3rd day of February, 2000, by Gail Kunderger as City Clerk on behalf of the City of Muskegon.

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

This document prepared by and return to:
City of Muskegon, Inspection Services
P. O. Box 536
Muskegon, Mi. 49443-0536

Commission Meeting Date: January 25, 2000

Date: January 19, 2000
To: Honorable Mayor and City Commissioners
From: Planning & Economic Development *CBE*
RE: Public Hearing - Request for the Transfer of Industrial
Facilities Exemption Certificate No. 98-624 - Source One
Signs

SUMMARY OF REQUEST:

Pursuant to Public Act 198 of 1974, as amended, Source One Signs, 1756 Lakeshore Drive, Muskegon, Michigan, manufacturer of fleet and vinyl graphics, interior store signage and exterior signage, has requested the transfer of an Industrial Facilities Exemption Certificate from Fruitport Township to the City of Muskegon. Total capital investment for this project is \$468,000 in personal property. The project will not result in the creation or retention of any employment opportunities. Source One Signs has a current workforce of 19 employees.

FINANCIAL IMPACT:

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

BUDGET ACTION REQUIRED:

None

STAFF RECOMMENDATION:

Approval of the attached resolution granting the transfer of Industrial Facilities Exemption Certificate No.98-624 for a term of six (6) years.

COMMITTEE RECOMMENDATION:

The Committee of the Whole will review this request at their meeting to be held on January 24, 2000.

MUSKEGON CITY COMMISSION

**RESOLUTION APPROVING APPLICATION FOR THE TRANSFER
OF INDUSTRIAL FACILITIES EXEMPTION CERTIFICATE NO. 98-624
*SOURCE ONE SIGNS***

WHEREAS, pursuant to P.A. 198 of 1974 as amended, after duly noticed public hearing held on October 26, 1999, this Commission by resolution established an Industrial Development District # 99-102(b) as requested by Source One Signs, 1756 Lakeshore Drive, Muskegon, Michigan, 49442; and

WHEREAS, Source One Signs, Inc. has filed an application for the transfer of Industrial Facilities Tax Exemption Certificate No. 98-624 with respect to a new machinery and equipment to be installed within the Industrial Development district #99-102(b); and

WHEREAS, before acting on said application the Muskegon City Commission held a public hearing on January 25, 2000 at the Muskegon City Hall in Muskegon, Michigan at 5:30 p.m. at which hearing the applicant, the assessor and representatives of the affected taxing units were given written notice and were afforded an opportunity to be heard on said application; and

WHEREAS, installation of machinery and equipment had not begun earlier than six (6) months before December 28, 1999, the date of the acceptance of the application for the transfer of Industrial Facilities Tax Exemption Certificate No. 98-624; and

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

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

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

- 1) The Muskegon City Commission finds and determines that the Certificate considered together with the aggregate amount of certificates previously granted and currently in force under Act No. 198 of the Public Act of 1974 as amended and Act No. 255 of the Public Acts of 1978 as amended shall not have the effect of substantially impeding the operation of the City of Muskegon or impairing the financial soundness of a taxing unit which levies ad valorem property taxes in the City of Muskegon.
- 2) The application of Source One Signs, for the transfer of Industrial Facilities Tax Exemption Certificate No. 98-624 with respect to installation of new machinery and equipment on the following described parcel of real property situated within the City of Muskegon Industrial Development District # 99-102(b) to wit:

Lot 10 and the North 1/2 of Lot 11, Block 609, revised plat of the City of Muskegon, according to the recorded plat thereof in Liber 3 of Plats, Page 71, Muskegon County Records. City of Muskegon, County of Muskegon, State of Michigan

And

Lot 12 and the South 1/2 of Lot 11, Block 609, revised plat of the City of Muskegon,
According to the recorded plat thereof in Liber 3 of Plats, Page 71, Muskegon County
Records. City of Muskegon, County of Muskegon, State of Michigan.

- 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 25th Day of January 2000

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

Nays: None

Absent: None

BY:


Fred J. Nielsen, Mayor

ATTEST:


Gail Kunderinger, 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 January 25,
2000.


Gail Kunderinger, Clerk



City of Muskegon Industrial Facilities Exemption Application Summary Sheet

Company Summary:

Source One Signs, 1756 Lakeshore Drive, Muskegon, MI is requesting the transfer of an Industrial Facilities Exemption Certificate from Fruitport Township. The transfer will include the relocation of machinery, equipment, and furniture and fixtures to the company's new facility at the above noted address. The transfer of the Certificate will conclude a project by Source One Signs to consolidate all the company's facilities in the City of Muskegon. The principle type of business conducted by the company is the manufacture of fleet and vinyl graphics, interior store signage, and exterior signage.

Employment Information:

Racial Characteristics:

White	19
Minority	0
Total	19

Gender Characteristics:

Male	9
Female	10
Total	19

Total No. of Anticipated New Jobs: 0

Investment Information:

Real Property:	0
Personal Property	\$468,000
Total:	\$468,000

Property Tax Information: (Annual)

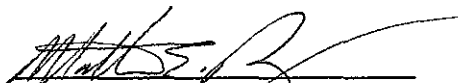
Total New Taxes Generated	\$12,636
Value of Abatement	\$6,318
Total New Taxes Collected	\$6,318

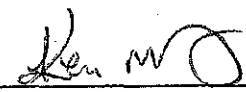
Income Tax Information: (Annual)

Total Additional Income Tax Generated: 0

Company Requirements:

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


Matthew Dugener
Business Development


Ken James
Affirmative Action

MEMORANDUM

01-00-005

To: City Commission

From: Ken James, Affirmative Action Director
Matt Dugener, Business Development Specialist

Date: January 18 2000

RE: Source One Signs - Request for Tax Abatement

Per the instruction of City Commission, the Planning & Economic Development and Affirmative Action Departments have researched any previous abatements granted to Source One Signs.

Source One Signs received their first tax abatement for a new facility on October 26, 1999. The most recent request for the transfer of an existing abatement on personal property from Fruitport Township is directly related to the new facility built in 1999. The personal property listed in the request for transfer will be housed in the new facility. As such, the transfer of equipment is a portion of one project.

Due to the recent issuance of Source One's first abatement, there is no monitoring data relating to their performance of meeting the employment and investment figures promised in the October 1999 application. All applicants have a term of two years in which to meet the employment and investment figures outlined in an application.

Source One has agreed to create three new employment opportunities as a result of the tax abatement issued in October 1999. In a recent conversation with Source One, it was disclosed that, to date, none of those jobs have been filled (partially due to the fact that the machinery being transferred has not be fully installed at their Muskegon location).

As a condition of receiving both the new abatement (October 1999) and the transfer of the existing abatement from Fruitport Township, Source One Signs has promised to create 3 new jobs and has agreed to work with the City of Muskegon to fill the three new employment positions as well as any other jobs that may become available in the future.

APPLICATION FOR INDUSTRIAL FACILITIES EXEMPTION CERTIFICATE

This form is issued as provided by P.A. 198 of 1974, as amended. Section references on this form are to specific sections of the act that explain or require the data. Filing of this form is voluntary. **The application should be filed after the district is established and no later than (within) six months after the commencement of the project.** This project will not receive tax benefits until approved by the State Tax Commission.

INSTRUCTIONS: Read the instructions on page 4 before completing this application. File the original and four copies of this form and the required attachments (five complete sets) with the clerk of the local government unit. (The State Tax Commission requires four complete sets (one original and three copies)). One copy is retained by the clerk.

TO BE COMPLETED BY CLERK OF LOCAL GOVERNMENT UNIT Clerk must also complete sections 19 and 20, page 3.		THIS SECTION FOR USE BY THE OFFICE OF THE STATE TAX COMMISSION	
Signature		Application No.	
Date Received		Date Received	Written Agreement? ☐ YES ☐ NO

Applicant, do not write above this line. Begin entries at 1 below.

1a. Applicant (Company) Name (Applicant must be the occupant/operator of the facility) Source One Signs		b. Standard Industrial Classification Code (Sec. 2(10)) Four Digit Code 3993	
c. Company Mailing Address (No. and Street, P.O. Box, City, State, ZIP) 1756 Lakeshore Drive, Muskegon, MI 49441		First time applicants attach copy of Worker's Compensation policy displaying workers codes	
d. Location of Facility (No. and Street, City, State, ZIP) legal description attached	(Attach Legal Description)	e. City/Twp/Village Muskegon	f. County Muskegon
2. Type of Approval Requested ☐ NEW (SEC. 2(4)) ☐ SPECULATIVE BUILDING (SEC. 3(8)) ☒ TRANSFER (of existing certificate) (1 copy only) ☐ REHABILITATION (SEC. 3(1)) ☐ RESEARCH and DEVELOPMENT (SEC. 2(9))		3. School District Where Facility is Located Muskegon a. School Code 61010	
5. Explain Applicant's Principal Type of Business (Detailed description of operations)		4. How Many Years of Exemption Requested? (See note in box 19 regarding inclusion of the words "after completion.") 11	

Manufacture fleet and vinyl graphics, interior store signage and exterior signage.

6a. Rehabilitation Applicants Only: General Description and Use of Existing Facility (Number of buildings, type, size, use, products manufactured, type of research or development.)

N/A

N/A

b. Explain Degree and Type of Obsolescence Affecting Existing Facility.

N/A

7. Describe Project for Which Exemption is Sought (Type of Improvements to Land, Building; Size of Addition; Personal Property Acquired - Explain New - Used, Transferred from Out-of-State, etc.) and Proposed Use of Facility

Transfer of personal property from Industrial Facilities Exemption
#98-624

8. a. Cost of land improvements (Itemize) Excluding cost of land	\$ a.
b. Cost of building improvements. (List major types & cost on attachment.) Building permit required (See instructions on page 4, item 4)	b.
c. Cost of machinery and equipment. (Itemize: month, day & year and total on attachment; see instructions on page 4, item 2)	c. \$414,500
d. Cost of furniture and fixtures. (Itemize: month, day & year on attachment; see instructions on page 4, item 2)	d. \$53,500
TOTAL PROJECT COST	\$ 468,000

Continue on Page 2

within a two year period. (See Instructions, page 4, Items 2 and 4.)

NOTICE AFTER DEC. 31, 1983: Section 9 (2) (c) specifies that restoration, replacement or construction commence not earlier than 6 months before this application is filed. Estimate dates when applicable.

**THIS SECTION MUST BE COMPLETED
WITH ACTUAL DATES. (REFERENCE TO
SEE ATTACHMENTS NOT ACCEPTABLE).**

Begin (M/D/Y)

End (M/D/Y)

Real Property Improvements:

Personal Property Improvements: 10/1/98 10/1/00

- 10a. Are the Buildings Owned or Leased by the Operator of the Facility? ☒ OWNED ☐ LEASED (Attach copy of lease.)
- b. Is Applicant Liable for Payment of Ad Valorem Taxes on This Property? ☒ YES ☐ NO
- c. Are Machinery and Equipment, Furniture and Fixtures Owned or Leased by the Operator of this Facility? ☒ OWNED ☐ LEASED (Attach a copy of the lease.)

11. Will the Property for Which This Application is Filed be Included in an:

- a. State Enterprise Zone or State Renaissance Zone ☐ YES ☒ NO
- b. 307 Site Contaminated Property File Number _____ Clerk's Certification ☐ YES ☒ NO

12. If State Education Taxes are abated, attach Michigan Jobs Commission Letter of Commitment.

N/A

- a. Enter total number of employees at site prior to start of project. 19
- b. Number of existing jobs that can be identified at this site that will be retained as a result of this project? 0
- c. Number of new jobs at this site expected to be created within 2 years of project completion? 0

13. Has the project caused or will it cause, a relocation of employment from one or more Michigan governmental units to the unit in which the project is or will be located?

- a. ☐ YES ☒ NO b. Number of Jobs Involved in Facility Relocation c. Previous Location of Facility (City, Township, Village)

d. Attach a certified copy of the resolution passed by the governmental unit from which employment is to be transferred consenting to the transfer of employment. Date resolution was adopted _____

14. Rehabilitation applications: Complete a, b and c. Attach assessor's statement of valuation for the entire plant rehabilitation district.

- a. SEV of Real Property (Exclude Land) N/A b. SEV of Personal Property (Exclude Inventory) N/A c. Total SEV as of Dec. 31, 19 N/A

15a. The Facility is Located in the following Type of District Established by the Local Governing Unit:

- ☒ INDUSTRIAL DEVELOPMENT DISTRICT
- ☐ PLANT REHABILITATION DISTRICT

b. Name of Governing Unit that Established District

City of Muskegon

c. Date District was Established

10/26/99
Attach certified copy of resolution and drawing of district.

NOTICE AFTER DEC. 31, 1983: Section 9(2)(b) provides that a written request (Date stamped by local unit) to establish the district MUST be filed prior to the commencement of any improvements or construction. Please furnish a copy of the written request.

16a. Is This Application for a Speculative Building (Sec. 3(8))? ☒ NO - Go to 17 below ☐ YES - Complete b, c and d

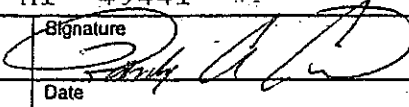
- b. Name of Governmental Unit Which Passed Resolution to Establish a Speculative Building. c. Date of Resolution (Attach copy)
- d. Date of Construction Commenced (See page 4, item 4)
- e. Attach a Certified statement from the building owner and assessor that the building has not been occupied since completion of construction. (See page 4, item 13.) ☐ Owner ☐ Assessor

17. Complete this section if application is for a replacement facility which will not be located on the same site or contiguous to the obsolete facility. The obsolete facility will be disposed of as follows:

N/A

The undersigned, authorized officer of the company making this application certifies that, to the best of his/her knowledge, no information contained herein or in the attachments hereto is false in any way and that all are truly descriptive of the industrial property for which this application is being submitted.

It is further certified that the undersigned is familiar with the provisions of P.A. 198 of 1974, as amended, being Sections 207.551 to 207.572, inclusive, of the Michigan Compiled Laws; and to the best of his/her knowledge and belief, (s)he has complied or will be able to comply with all of the requirements thereof which are prerequisite to the approval of the application by the local unit of government and the issuance of an Industrial Facilities Exemption Certificate by the State Tax Commission.

18. Name of Person to Contact for Further Information Randy Crow or Jane Savidge	Title Pres/Office Mgr	Phone 231-759-3160
Mailing Address 1756 Lakeshore Drive, Muskegon, MI 49441		
Type Name of Company Officer Randy Crow	Signature 	
Title President	Date December 17, 1999	

LOCAL GOVERNMENT ACTION

This section is to be completed by the clerk of the local governing unit before submitting application to the State Tax Commission

19. Action Taken ☐ ABATEMENT APPROVED FOR _____ Years Ending December 30, _____ (not to exceed 12 years after project completion) There are circumstances in which the words "after completion" could extend the length of the exemption by 2 to 3 years. Please call the Property Tax Division at (517) 373-2408 if a further explanation is needed. ☐ DISAPPROVED	DOCUMENTS REQUIRED ☐ 1. Application plus attachments. (See inst. pg. 4, # 1-7) ☐ 2. Notice to the public prior to hearing to establish district. ☐ 3. Resolution establishing district. ☐ 4. Notice to taxing authorities prior to hearing to approve application. ☐ 5. List of taxing authorities notified. ☐ 6. Resolution approving application. ☐ 7. (a) Letter of Agreement (Signed by local unit and applicant) per P.A. 334 of 1993. (b) Affidavit of Fees (Bulletin 3, 1/16/98) ☐ 8. 3222' (formerly T-1044A) (if applicable). ☐ 9. Speculative building resolution & affidavits.
--	---

20. Name of Local Government Body	Date of Action on This Application	
Attached hereto is a copy of the application and all documents required.		
Signature of Clerk	Date	Phone
Clerk's Mailing Address	City	ZIP Code

State Tax Commission Rule Number 57:

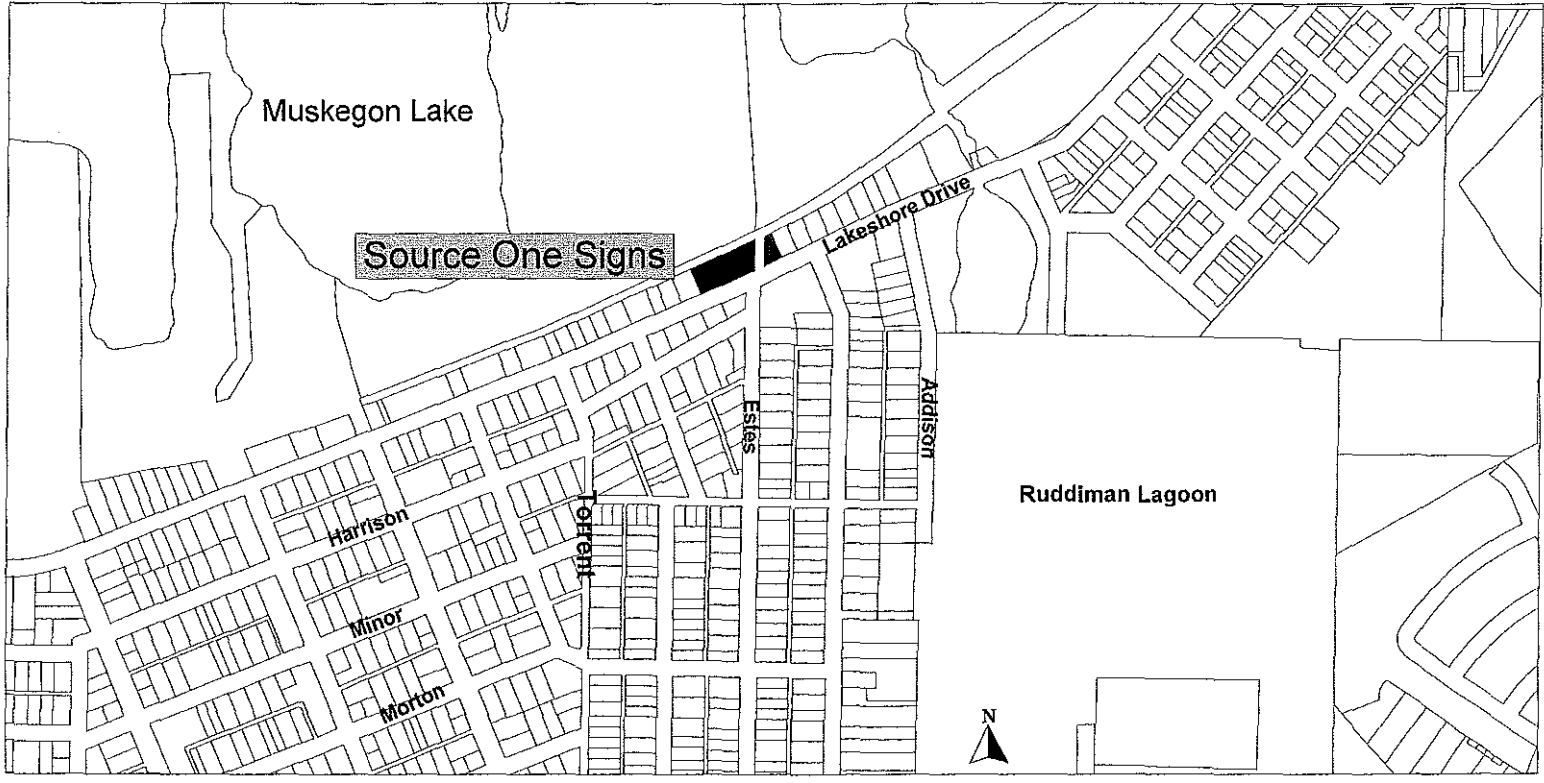
Complete applications approved by the local unit and received by the State Tax Commission by October 31 will be acted upon by December 31.

Applications received after October 31 will be acted upon in the following year.

Mail completed application and all attachments to:

State Tax Commission
Michigan Department of Treasury
P.O. Box 30471
Lansing, Michigan 48909-7971

If you have any questions, please call (517) 373-2408 or 373-3302.



Date: January 25, 2000
To: Honorable Mayor and City Commissioners
From: Inspection Services Department
RE: Concurrence with Housing Board of Appeals
Finding and Order for 451 White

SUMMARY OF REQUEST:

This is to request City Commission concurrence with the findings of the Housing Board of Appeals that the structure located at 451 White is unsafe, substandard and a public nuisance and that it be demolished within thirty (30) days.

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

FINANCIAL IMPACT:

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

BUDGET ACTION REQUIRED:

None

STAFF RECOMMENDATION:

This property has been in a state of substantial disrepair since at least 1992. The housing inspector referred the case as a dangerous building and a notice to repair or demolish was issued on November 3, 1997.

The case was referred to the Housing Board of Appeals on January 8, 1998 because the owner made no attempt to correct the violations stated in the order.

No one appeared at the meeting on behalf of the owner and the Board found the property to be unsafe, substandard and a public nuisance and ordered it demolished. It was brought before the Committee of the Whole on 5/11/98. Action was halted by court action, which required that the Housing Board of Appeals provide a new hearing because Mr. Seals had not been notified. 451 White was reheard at the October 1, 1998 meeting attended by Mr. Seals and his attorney. The Board declared the building to be unsafe, substandard and a public nuisance and forward to the City Commission for Concurrence. His attorney filed a Claim of Appeal requested 60 days to make the corrections. Little progress has been made so it was again returned to the Housing Board of Appeals on December 2, 1999 who again declared the building to be unsafe, substandard and a public nuisance. A findings of fact and order was sent our December 8, 1999 ordering that the owner or interested parties take such action to repair or remove said structure, or appeal this order within 20 days of the receipt of this order. To date we have heard nothing from the owner and little progress has been made on the structure.

When first brought to the City Commission for concurrence, it was estimated that the cost of bringing the property into compliance with City codes would be in the range of \$21,000 - \$25,000. Property taxes for 1994, 1995, 1996, and 1997 were delinquent.

Attached are copies of the minutes of the January 8, 1998 meeting of the Housing Board of Appeals, the findings of fact and order of the Board dated 1/12/98, and December 8, 1999, and the October 27, 1997 and January 21, 1998 inspections.

COMMITTEE RECOMMENDATION:

The Committee of the Whole will consider this item at its meeting on January 24, 2000.

Affirmative Action
616/724-6703
FAX/722-1214

Assessor
616/724-6708
FAX/724-4178

Cemetery
616/724-6783
FAX/726-5617

Civil Service
616/724-6716
FAX/724-6790

Clerk
616/724-6705
FAX/724-4178

Comm. & Neigh.
Services
616/724-6717
FAX/726-2501

Engineering
616/724-6707
FAX/727-6904

Finance
616/724-6713
FAX/724-6768

Fire Dept.
616/724-6792
FAX/724-6985

Income Tax
616/724-6770
FAX/724-6768

Info. Systems
616/724-6975
FAX/724-6768

Leisure Service
616/724-6704
FAX/724-6790

Manager's Office
616/724-6724
FAX/722-1214

Mayor's Office
616/724-6701
FAX/722-1214

Neigh. & Const.
Services
616/724-6715
FAX/726-2501

Planning/Zoning
616/724-6702
FAX/724-6790

Police Dept.
616/724-6750
FAX/722-5140

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

Treasurer
616/724-6720
FAX/724-6768

Water Dept.
616/724-6718
FAX/724-6768

Water Filtration
616/724-4106
FAX/755-5290

MUSKEGON



West Michigan's Shoreline City

MUSKEGON HOUSING BOARD OF APPEALS

DATE: December 8, 1999

CASE: #97-99 - 451 White

Curtis Seals
2124 Eighth
Muskegon, Mi. 49444

FINDING OF FACTS AND ORDER

The following action was taken at a session of the Muskegon Housing Board of Appeals held at the Muskegon City Hall, 933 Terrace, Muskegon, Michigan on the December 2, 1999

The Neighborhood and Construction Services Department of the City of Muskegon, having inspected the building structure located upon the property described as **West ½ of Lots 1 and 14, Block 44 also known as 451 White** found the conditions listed on the attached pages exist and that these conditions are hazardous as defined in Section 4-23 of the Code of Ordinances.

The Board further found that these conditions exist to the extent of endangering life, safety and the general welfare of the public.

Therefore, in accordance with Section 4-25 of the Code of Ordinances, the structure is declared to be unsafe, substandard and a public nuisance.

It is, therefore, ordered that the owners or other interested parties take such action to repair or remove said structure, or appeal this order within 20 days of the receipt of this order.

It is further ordered that if the owners or other interested parties fail to repair or remove said structure, or appeal this order within 20 days of the receipt of this order, the Building Official shall take bids and remove said structure.

DANGEROUS BUILDING INSPECTION

451 WHITE

1/21/98

Structural

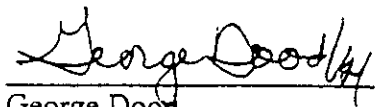
1. Building is boarded up.
2. Windows broken.
3. Building is unsecured.
4. Window sills and frames rotted and deteriorated.
5. Properly support and fasten floor joist over furnace and around new stairs.
6. Handrail and guardrails required on stairs.
7. Fire stop under stairs and between floors.
8. Repair and properly size floor joist near new basement stairs.

Electrical

1. Wiring is exposed.
2. Smoke detectors required per code.

Plumbing/Mechanical

1. Need complete heating system installed per 1996 International Mechanical Code requirements.
2. Needs all new water distribution piping installed per 1997 International Plumbing Code requirements.
3. Need kitchen sink and waste lines.
4. New water heater needed and all gas piping tested.
5. Bathroom needs all new fixtures.
6. Heat runs must be provided to all habitable rooms.
7. Chimney must be certified safe.



George Dood,
Building Inspector

MUSKEGON HOUSING BOARD OF APPEALS

JANUARY 8, 1998

PAGE 7

#97-96 - 461 OAK - JEWELL WILLIAMS, 461 OAK ST., MUSKEGON, MI.

#97-98 - 431 WHITE - DOROTHY USHER, 559 ROSEMONT DR., DECATUR, GA.

#97-99 - 451 WHITE - THOMAS DYKEMA, 1261 BROOKWOOD DR., MUSKEGON

No one was in attendance for these properties. Robert Johnson made a motion, supported by Randy Mackie to declare 431 White, 451 White, and 461 Oak to be unsafe, substandard and a public nuisance and forward them to the City Commission for concurrence. A roll call vote was taken:

AYES:

NAYS:

EXCUSED:

Greg Borgman
Fred Nielsen
Randy Mackie
John Warner
Boyd Arthur

None

Clint Todd

The motion carried

~~#97-97 - 2161 VALLEY - JOHN R. ACHTERHOFF, JR., 4830 DUCK LAKE ROAD,
WHITEHALL, MI.~~

~~Mr. Achterhoff was in attendance. He explained that he has had the house for several years and knows the condition of the house is not good. He asked for bids before on and no one would give him a bid. He took a permit out about a year ago and spent about \$2,000 on the house. He sold the house on a land contract and now has it back again. He said that he has received a bid from someone to make the repairs. He would hope to have it done in 90 days. The Neighborhood and Construction Services staff would like to see a schedule of repairs submitted. Greg Borgman made a motion, supported by Robert Johnson, to table Case #97-97 - 2161 Valley. Mr. Achterhoff is to submit an acceptable timetable for repairs to the Neighborhood and Construction Services staff by February 1, 1998. There will be no need to bring it back to the Housing Board of Appeals as long as repairs are made in accordance with the timetable.~~

AYES:

NAYS:

EXCUSED:

Greg Borgman
Fred Nielsen
Randy Mackie
John Warner
Boyd Arthur

None

Clint Todd

The motion carried

MUSKEGON



West Michigan's Shoreline City

3901
616/724-6708

Cemetery
616/724-6783

Civil Service
616/724-6716

Clerk
616/724-6705

C. N. Services
616/724-6717

Engineering
616/724-6707

Finance
616/724-6713

Fire Dept.
616/724-6792

Income Tax
616/724-6770

Intergovernmental
616/724-6711

Leisure Service
616/724-6704

Manager's Office
616/724-6724

Mayor's Office
616/724-6701

Planning/Zoning
616/724-6702

Police Dept.
616/724-6750

Public Works
616/726-4786

Treasurer
616/724-6720

Water Dept.
616/724-6718

MUSKEGON HOUSING BOARD OF APPEALS

DATE: January 12, 1998
CASE: #97-99 - 451 White (house)

Thomas Dykema
1261 Brookwood Dr.
Muskegon, Mi. 49441

FINDING OF FACTS AND ORDER

The following action was taken at a session of the Muskegon Housing Board of Appeals held at the Muskegon City Hall, 933 Terrace, Muskegon, Michigan on the 8th day of January, 1998.

The Neighborhood and Construction Services Department of the City of Muskegon, having inspected the building structure located upon the property described as **W ½ Lots 1 & 14, Block 44 also known as 451 White** found the conditions listed on the attached pages exist and that these conditions are hazardous as defined in Section 4-23 of the Code of Ordinances.

The Board further found that these conditions exist to the extent of endangering life, safety and the general welfare of the public.

Therefore, in accordance with Section 4-25 of the Code of Ordinances, the structure is declared to be unsafe, substandard and a public nuisance.

It is, therefore, ordered that the owners or other interested parties take such action to repair or remove said structure, or appeal this order within 20 days of the receipt of this order.

It is further ordered that if the owners or other interested parties fail to repair or remove said structure, or appeal this order within 20 days of the receipt of this order, the Building Official shall take bids and remove said structure.

DANGEROUS BUILDING INSPECTION

451 WHITE

10/27/97

APPROXIMATELY 30 FT X 40 FT 1 1/2 STORY WOOD FRAME UNOCCUPIED HOUSE.

- 1. BUILDING IS BOARDED UP.**
- 2. WINDOWS BROKEN.**
- 3. EXPOSED ELECTRICAL WIRING.**
- 4. BUILDING IS UNSECURED.**
- 5. WINDOW SILLS AND FRAMES ROTTED AND DETERIORATING.**

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.



GEORGE DOOD, BUILDING INSPECTOR

10/27/97

DATE

CONCURRED IN



JERRY MCINTYRE, BUILDING OFFICIAL

The motion carried.

#97-76 - 142 DELAWARE - CIGGZREE MORRIS, 2528 PECK, MUSKEGON HTS.

Ciggzree Morris along with attorney Edward Newmyer was in attendance. Stated that Ms. Morris hasn't received an inspection report and doesn't know what is the cause of dangerous building. Painting and dry wall has been done but Henry Faltinowski (the building inspector) states that the foundation wall and tuckpointing needs to be completed. Ms. Morris stated that some of the work has been done and that they do know about the foundation and exterior items. Would like to have more time to bring it up to code. Nielsen made a motion, supported by Mackie to supported staff recommendation to give 60 days for an inspection and bring it back to the February meeting. A roll call vote was taken.

AYES

NAYS

ABSENT

EXCUSED

Robert Johnson
Randy Mackie
John Warner
Clint Todd
Fred Nielsen

None

William Anderson

Greg Borgman

The motion carried.

#97-88 - 448 W. MUSKEGON - VIRGINIA MOORE, 568 HOUSTON, MUSKEGON

Virginia Moore was present at meeting, stated that she has been doing work and is trying to continue with the work. It was explained to Ms. Moore that she still had time before item went to Commission to talk to the building inspector and to pull permits to finish the work that needs to be done. Motion made by Johnson, supported by Nielsen to declare structure at 448 W. Muskegon unsafe, substandard, a public nuisance and forward to the City Commission for concurrence. A roll call vote was taken:

AYES

NAYS

ABSENT

EXCUSED

Robert Johnson
Randy Mackie
John Warner
Clint Todd
Fred Nielsen

None

William Anderson

Greg Borgman

The motion carried.

#97-99 - 451 WHITE - CURTIS SEALS, 2124 EIGHTH, MUSKEGON HTS.

Curtis Seals was in attendance and stated that he has completed some work. Mr. Seals still has time to make progress, by pulling permits and continuing to do the work. Motion made by

Johnson supported by Mackie to declare structure at 451 White unsafe, substandard, a public nuisance and forward to the City Commission for concurrence. A roll call vote was taken:

<u>AYES:</u>	<u>NAYS:</u>	<u>ABSENT:</u>	<u>EXCUSED:</u>
Robert Johnson Randy Mackie John Warner Clint Todd Fred Nielsen	None	William Anderson	Greg Borgman

The motion carried.

#98-22 – 497 CATAWBA – GUADALUPE LOERA, 497 CATAWBA, MUSKEGON

No one attended the meeting regarding this property. Robert Grabinski explained that this was a fire case and that the repairs were suppose to be completed by January 31, 1999. No call for inspection was received, work hasn't been performed. Motion made by Mackie, supported by Warner, to support staff recommendation to declare structure at 497 Catawba unsafe, substandard, a public nuisance and forward to the City Commission for concurrence. A roll call vote was taken:

<u>AYES:</u>	<u>NAYS:</u>	<u>ABSENT:</u>	<u>EXCUSED:</u>
Robert Johnson Randy Mackie John Warner Clint Todd Fred Nielsen	None	William Anderson	Greg Borgman

The motion carried.

#98-38 – 1568 SIXTH – ROGER SCHMIDT, 880 BOARDWAY, MUSKEGON

Roger Schmidt attended the meeting, and stated that his address is 880 Broadway. This is a fire case and permit was pulled in '98 but no inspections. Mr. Schmidt stated that work is being done. Nielsen made a motion, supported by Johnson, to give Mr. Schmidt 60 days (after inspection report was generated) to pull a permit, submit a timeline and have the work done. A roll call vote was taken:

<u>AYES:</u>	<u>NAYS:</u>	<u>ABSENT:</u>	<u>EXCUSED:</u>
Robert Johnson Randy Mackie John Warner Clint Todd Fred Nielsen	None	William Anderson	Greg Borgman

The motion carried.

Date: January 25, 2000
To: Honorable Mayor and City Commissioners
From: Gail A. Kunding, City Clerk
RE: Liquor License Transfer Request,
157 N. Getty, Muskegon, MI

SUMMARY OF REQUEST: The Liquor Control Commission seeks local recommendation on a request from PFC Enterprises, L.L.C. to transfer ownership of the 1999 Class C-SDM license from Joey's Place, Inc.

FINANCIAL IMPACT: None.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: Approval.

COMMITTEE RECOMMENDATION: The Committee of the Whole will meet January 24, 2000, and discuss this request.

Kundinger, Gail

From: Leafers, Diane
Sent: Tuesday, January 25, 2000 10:25 AM
To: Kundinger, Gail
Subject: FW: City Commission Agenda Item, New Business "r. Liquor License Transfer Request"

forwarded to you per the Chief

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

From: Leafers, Diane
Sent: Thursday, January 20, 2000 4:24 PM
To: Mazade, Bryon
Cc: Griffin, Ed
Subject: City Commission Agenda Item, New Business "r. Liquor License Transfer Request"

Per the Chief, I am sending you this additional information on the liquor license transfer request for Joey's Place (new owner to be Patrick Carlson) in case there are any questions from the commissioners regarding the letter in the agenda packet.

In the original letter from Chief Griffin dated 1/13/2000, it states that there is a pending investigation into a traffic crash involving Mr. Carlson. The police department was awaiting blood alcohol test results to see if Mr. Carlson was intoxicated at the time of the accident. We received the blood alcohol results today, and the blood alcohol level was very, very low. Mr. Carlson was NOT intoxicated at the time of the accident and therefore, no OUIL charges will be filed against him and the investigation is closed. Mr. Carlson has no arrest record.

Please feel free to contact the Chief if there are any further questions.

Affirmative Action
724-6703

Assessor
724-6708

Cemetery
724-6783

Civil Service
724-6716

Clerk
724-6705

Engineering
724-6707

Finance
724-6713

Fire Dept.
724-6792

C. N. Services
724-6717

Inspections
724-6715

Leisure Service
724-6704

Manager's Office
724-6724

Mayor's Office
724-6701

Planning/Zoning
724-6702

Police Dept.
724-6750

Public Works
726-4786

Treasurer
724-6720

Water Dept.
724-6718



January 13, 2000

To: City Commission through the City Manager

From: Edward E. Griffin
Edward E. Griffin, Chief of Police

Re: Transfer of Ownership for Liquor License at 157 N. Getty (Joey's Place)

The Muskegon Police Department received a request from the Michigan Liquor Control Commission for an investigation of applicant PFC Enterprises, L.L.C. pursuant to an application for transfer of ownership of an existing 1999 Class C-SDM license from Joey's Place, Inc. to PFC Enterprises, L.L.C.

Muskegon Police Department's investigator talked with Patrick Carlson on December 20, 1999. Mr. Carlson is the sole proprietor for PFC Enterprises and is requesting the transfer of ownership of Joey's Place along with its licenses. He has also applied for a new Entertainment Permit to have events such as comedy acts perform in the establishment. An "Application for Official Permit for Difference in Hours of Operation" was also received. This request is for an after hours permit for operating a restaurant for sale of food during the hours of 2:30am to 7:00am on weekdays and 2:30am to 12:00 noon on Sundays.

We have searched our department's records and have conducted a Criminal History Check of Mr. Carlson. The records search revealed a traffic crash involving Mr. Carlson on December 4, 1999. The incident is still under investigation and there have been no charges filed at this time, pending results of blood alcohol tests.

I find no reason that this transfer should not be approved.

EEG/dml

LIQUOR LICENSE REVIEW FORM

Business Name: Joey's Place

AKA Business Name (if applicable): _____

Operator/Manager's Name: PFC Enterprises, L.L.C./Patrick F. Carlson

Business Address: 157 N. Getty

Reason for Review:

New License ☐ Transfer of Ownership ☒ Dance Permit ☐

Drop/Add Name on License ☐ Transfer Location ☐

Drop/Add Stockholder Name ☐ New Entertainment Permit ☐

Other _____

Deadline for receipt of all information: January 3, 2000

Police Department Approved ☒ Denied ☐ No Action Needed ☐

Income Tax Approved ☐ Owing ☐ Amount: _____

Treasurer Approved ☐ Owing ☐ Amount: _____

Zoning Approved ☐ Denied ☐ Pending ZBA ☐

NCS Compliance ☐ Remaining Defects _____

Fire Department Compliance ☐ Remaining Defects _____

Gail A. Kunding, City Clerk
Liquor License Coordinator

J. J. H.
11-29-99

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

LOCAL APPROVAL NOTICE

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

Ref #
Req ID#58205

Date: November 23, 1999

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

Applicant: PFC ENTERPRISES, L.L.C.

HOME ADDRESS AND PHONE NO:

Patrick F. Carlson, 4455 Dangl, Muskegon, MI 49444 H(231)777-1083/B(231)557-6810

Local Legislative approval is required for new and transferring On-Premises licenses by MCL 436.1501 of the Michigan Liquor Control Code of 1998. Local approval is also required for DANCE, ENTERTAINMENT, DANCE-ENTERTAINMENT OR TOPLESS ACTIVITY permits by authority of MCL 436.1916.

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

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

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

sfs

SENDER:

- Complete items 1 and/or 2 for additional services.
- Complete items 3, 4a, and 4b.
- Print your name and address on the reverse of this form so that we can return this card to you.
- Attach this form to the front of the mailpiece, or on the back if space does not permit.
- Write "Return Receipt Requested" on the mailpiece below the article number.
- The Return Receipt will show to whom the article was delivered and the date delivered.

I also wish to receive the following services (for an extra fee):

1. ☐ Addressee's Address
2. ☐ Restricted Delivery

Consult postmaster for fee.

3. Article Addressed to:

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

4a. Article Number

2 499 562 441

4b. Service Type

- ☐ Registered ☒ Certified
☐ Express Mail ☐ Insured
☐ Return Receipt for Merchandise ☐ COD

7. Date of Delivery

2-22-00

5. Received By: (Print Name)

6. Signature: (Addressee or Agent)

X

8. Addressee's Address (Only if requested and fee is paid)

PS Form 3811, December 1994

102595-97-B-0179

Domestic Return Receipt

Postmark or Date

2-22-00
additional letter

Commission
e

Fire Dept.

616/724-6792

FAX/724-6985

Income Tax

616/724-6770

FAX/724-6768

Info. Systems

616/724-6975

FAX/724-6768

Leisure Service

616/724-6704

FAX/724-6790

Manager's Office

616/724-6724

FAX/722-1214

Mayor's Office

616/724-6701

FAX/722-1214

Neigh. & Const.

Services

616/724-6715

FAX/726-2501

Planning/Zoning

616/724-6702

FAX/724-6790

Police Dept.

616/724-6750

FAX/722-5140

Public Works

616/724-4100

FAX/722-4188

Treasurer

616/724-6720

FAX/724-6768

Water Dept.

616/724-6718

FAX/724-6768

Water Filtration

616/724-4106

FAX/755-5290

Lansing, MI 48909-7505

REF: 58205

Dear Sir:

Enclosed is a revised copy of form #LC-1800 with the question in Section 3 answered. Sorry for any inconvenience this may have caused you.

If you have any questions, please call me at (231) 724-6705.

Thanks,

Linda Potter

Linda Potter
Deputy City Clerk

Enc.

Thank you for using Return Receipt Service.

POLICE INSPECTION REPORT: ON LIQUOR LICENSE REQUEST

(Authorized by MCL 436.7a)

LIQUOR CONTROL COMMISSION

7150 Harris Drive

P.O. Box 30005

Lansing, Michigan 48909-7505

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

BUSINESS NAME AND ADDRESS: (include zip code)

PFC ENTERPRISES, L.L.C., 157 N. Getty, Muskegon, MI 49442, Muskegon County

REQUEST FOR: Transfer ownership of 1999 Class C-SDM licensed business with Dance Permit, Official Permit (Food), Outdoor Service (1 area), and 2 bars, from JOEY'S PLACE, INC.; and request a new Entertainment Permit.

Section 1. APPLICANT INFORMATION

APPLICANT #1:

Patrick F. Carlson - Member

APPLICANT #2:

HOME ADDRESS AND AREA CODE/PHONE NUMBER:

4455 Dangl

Muskegon, MI 49444

H(231)777-1083/B(231)557-6810

DATE OF BIRTH: 8-21-63

If the applicant is not a U.S. Citizen:

o Does the applicant have permanent Resident Alien status?

☐ Yes ☐ No

o Does the applicant have a Visa? Enter status:

Date fingerprinted: 12-20-99

HOME ADDRESS AND AREA CODE/PHONE NUMBER:

DATE OF BIRTH:

If the applicant is not a U.S. Citizen:

o Does the applicant have permanent Resident Alien status?

☐ Yes ☐ No

o Does the applicant have a Visa? Enter status:

Date fingerprinted:

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

ARREST RECORD: ☐ Felony ☒ Misdemeanor

Enter record of all arrests & convictions (attach a signed and dated report if more space is needed)

~~XXXXXXXXXX - XXXXXXXX XXXXXXXX~~
No arrests; investigation pending

ARREST RECORD: ☐ Felony ☐ Misdemeanor

Enter record of all arrests & convictions (attach a signed and dated report if more space is needed)

Section 2. Investigation of Business and Address to be LicensedCan living quarters be reached from the inside of the establishment without going outside? ☐ Yes ☒ No

Does applicant intend to have dancing or entertainment?

☐ No ☒ Yes, complete LC-693N, Police Investigation Report: Dance/Entertainment PermitAre gas pumps on the premises or directly adjacent? ☒ No ☐ Yes, explain relationship:**Section 3. Local and State Codes and Ordinances, and General Recommendations**Will the applicant's proposed location meet all appropriate state and local building, plumbing, zoning, fire, sanitation and health laws and ordinances, if this license is granted? ☒ Yes ☐ No

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

Section 4. Recommendation

From your investigation:

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

Signature (Sheriff or Chief of Police)

Date

J. J. H.
12-16-99

MICHIGAN DEPARTMENT OF COMMERCE
LIQUOR CONTROL COMMISSION

7150 Harris Dr.
P.O. Box 30005
Lansing, Michigan 48909

Req ID #58205

APPLICATION FOR OFFICIAL PERMIT FOR DIFFERENCE IN HOURS OF OPERATION

(Authorized by MAC Rule 436.1437)

APPLICANT OR LICENSEE: PFC ENTERPRISES, L.L.C.

ADDRESS:

TYPE OF LICENSE:

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

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

During the Hours of:

Weekdays 2:30 A.M. to 7:00 A.M.
Sundays 2:30 A.M. to 12 Noon A.M.

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

Licensee or Applicant Signatures:

[Signature]

LOCAL LAW ENFORCEMENT RECOMMENDATION

To: Law Enforcement Agency:

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

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

Signed: (Include title and date)

Edward E. Duffin

1-14-2000

1-14-2000

J. J. H.
11-29-99

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

LOCAL APPROVAL NOTICE

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

Ref #
Req ID#58205

Date: November 23, 1999

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

Applicant: PFC ENTERPRISES, L.L.C.

HOME ADDRESS AND PHONE NO:

Patrick F. Carlson, 4455 Dangl, Muskegon, MI 49444 H(231)777-1083/B(231)557-6810

Local Legislative approval is required for new and transferring On-Premises licenses by MCL 436.1501 of the Michigan Liquor Control Code of 1998. Local approval is also required for DANCE, ENTERTAINMENT, DANCE-ENTERTAINMENT OR TOPLESS ACTIVITY permits by authority of MCL 436.1916.

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

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

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

sfs

J. J. H.
11-29-99

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

LOCAL APPROVAL NOTICE

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

Ref #
Req ID#58205

Date: November 23, 1999

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

Applicant: PFC ENTERPRISES, L.L.C.

HOME ADDRESS AND PHONE NO:

Patrick F. Carlson, 4455 Dangel, Muskegon, MI 49444 H(231)777-1083/B(231)557-6810

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

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

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

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

sfs

LIQUOR LICENSE REVIEW FORM

Business Name: Joey's Place

AKA Business Name (if applicable): _____

Operator/Manager's Name: PFC Enterprises, L.L.C./Patrick F. Carlson

Business Address: 157 N. Getty

Reason for Review:

New License ☐ Transfer of Ownership ☒ Dance Permit ☐

Drop/Add Name on License ☐ Transfer Location ☐

Drop/Add Stockholder Name ☐ New Entertainment Permit ☐

Other _____

Deadline for receipt of all information: January 3, 2000

Police Department Approved ☐ Denied ☐ No Action Needed ☐

Income Tax Approved ☒ Owing ☐ Amount: _____

Treasurer Approved ☐ Owing ☐ Amount: _____

Zoning Approved ☐ Denied ☐ Pending ZBA ☐

NCS Compliance ☐ Remaining Defects _____

Fire Department Compliance ☐ Remaining Defects _____

Gail A. Kundering, City Clerk
Liquor License Coordinator

LIQUOR LICENSE REVIEW FORM

Business Name: Joey's Place

AKA Business Name (if applicable): _____

Operator/Manager's Name: PFC Enterprises, L.L.C./Patrick F. Carlson

Business Address: 157 N. Getty

Reason for Review:

New License ☐ Transfer of Ownership ☒ Dance Permit ☐

Drop/Add Name on License ☐ Transfer Location ☐

Drop/Add Stockholder Name ☐ New Entertainment Permit ☐

Other _____

Deadline for receipt of all information: January 3, 2000

Police Department Approved ☐ Denied ☐ No Action Needed ☐

Income Tax Approved ☐ Owing ☐ Amount: _____

Treasurer Approved ☒ Owing ☐ Amount: _____

Zoning Approved ☐ Denied ☐ Pending ZBA ☐

NCS Compliance ☐ Remaining Defects _____

Fire Department Compliance ☐ Remaining Defects _____

Gail A. Kunding, City Clerk
Liquor License Coordinator

Clery

LIQUOR LICENSE REVIEW FORM

Business Name: Joey's Place

AKA Business Name (if applicable): _____

Operator/Manager's Name: PFC Enterprises, L.L.C./Patrick F. Carlson

Business Address: 157 N. Getty

Reason for Review:

New License ☐ Transfer of Ownership ☒ Dance Permit ☐

Drop/Add Name on License ☐ Transfer Location ☐

Drop/Add Stockholder Name ☐ New Entertainment Permit ☐

Other _____

Deadline for receipt of all information: January 3, 2000

Police Department Approved ☐ Denied ☐ No Action Needed ☐

Income Tax Approved ☐ Owing ☐ Amount: _____

Treasurer Approved ☐ Owing ☐ Amount: _____

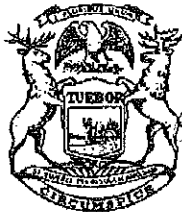
Zoning Approved ☒ Denied ☐ Pending ZBA ☐

NCS Compliance ☐ Remaining Defects _____

Fire Department Compliance ☐ Remaining Defects _____

Zoning issues:
1.) front sign damaged should be removed
2.) consider paving front area parking.

Gail A. Kundinger, City Clerk
Liquor License Coordinator



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

PI NUMBER: 58205

LOCAL LAW ENFORCEMENT AGENCY REPORT

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

PFC ENTERPRISES, L.L.C.

APPLICANT/LICENSEE

PHONE NUMBER

157 N. Gerry Muskegon Muskegon 49442
STREET ADDRESS CITY TOWNSHIP COUNTY ZIP

PERMIT(S) REQUESTED: DANCE ☒ ENTERTAINMENT ☒ TOPLESS ACTIVITY ☐

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

LAW ENFORCEMENT RECOMMENDATION

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

REMARKS

12-20-99

DATE SUBMITTED

K. J. Jaman

OFFICER'S SIGNATURE

Muskegon PD
DEPARTMENT NAME

231 724-6750
PHONE NUMBER

980 Jefferson
ADDRESS

Muskegon
CITY

J. J. H.
11-29-99

2000-21(b)
STATE OF MICHIGAN
DEPARTMENT OF CONSUMER & INDUSTRY SERVICES
LIQUOR CONTROL COMMISSION

RESOLUTION

REQ ID # 58205

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

called to order by Mayor Nielsen on January 25, 2000 at 5:30 P.M.

The following resolution was offered:

Moved by Vice Mayor Sieradzki and supported by Commissioner Spataro

That the request from PFC ENTERPRISES, L.L.C. to transfer ownership of 1999 Class C licensed business with Dance Permit, located at 157 N. Getty, Muskegon, MI 49442, Muskegon County, from JOEY'S PLACE, INC.; and request a new Entertainment Permit.

be considered for Approval
(Approval or Disapproval)

APPROVAL

DISAPPROVAL

Yeas: 7

Yeas:

Nays: 0

Nays:

Absent: 0

Absent:

It is the consensus of this legislative body that the application be:

Recommended for issuance
(Recommended or not Recommended)

State of Michigan)

§

County of Muskegon)

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
(Township Board, City or Village Council) (Regular or Special)

meeting held on January 25, 2000.
(Date)

SEAL

(Signed)

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

Gail A. Kundergier, City Clerk
933 Terrace, PO Box 536
(Mailing address of Township, City or Village)
Muskegon, MI 49443-0536

SENDER:

- Complete items 1, and/or 2 for additional services.
- Complete items 3, 4a, and 4b.
- Print your name and address on the reverse of this form so that we can return this card to you.
- Attach this form to the front of the mailpiece, or on the back if space does not permit.
- Write "Return Receipt Requested" on the mailpiece below the article number.
- The Return Receipt will show to whom the article was delivered and the date delivered.

I also wish to receive the following services (for an extra fee):

1. ☐ Addressee's Address
2. ☐ Restricted Delivery

Consult postmaster for fee.

3. Article Addressed to:

Digital Control Comm.
7150 Harris
PO Box 30005
Lansing, MI 48909-7505

4a. Article Number

7341505770

4b. Service Type

- ☐ Registered ☒ Certified
☐ Express Mail ☐ Insured
☐ Return Receipt for Merchandise ☐ COD

7. Date of Delivery

JAN 27 1994

5. Received By: (Print Name)**6. Signature: (Addressee or Agent)**

X

8. Addressee's Address (Only if requested and fee is paid)

PS Form 3811, December 1994

102595-90B-0179

Domestic Return Receipt

Postmark or Date

1-26-00
2000-21(4)

ommission

Fire Dept.
616/724-6792
FAX/724-6985

Income Tax
616/724-6770
FAX/724-6768

Info. Systems
616/724-6975
FAX/724-6768

Leisure Service
616/724-6704
FAX/724-6790

Manager's Office
616/724-6724
FAX/722-1214

Mayor's Office
616/724-6701
FAX/722-1214

Neigh. & Const.
Services
616/724-6715
FAX/726-2501

Planning/Zoning
616/724-6702
FAX/724-6790

Police Dept.
616/724-6750
FAX/722-5140

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

Treasurer
616/724-6720
FAX/724-6768

Water Dept.
616/724-6718
FAX/724-6768

Water Filtration
616/724-4106
FAX/755-5290

PO Box 30005
Lansing, MI 48909-7505

REF: #58205
157 N. Getty
Muskegon, MI 49442

To Whom It May Concern:

Enclosed is the resolution, police inspection report (LC-1800), application for official permit for difference in hours of operation, and the local law enforcement agency report. These are for the request from PFC Enterprises, L.L.C. to transfer ownership of a 1999 Class C licenses business with dance permit from Joey's Place, Inc., and a request for a new Entertainment Permit.

Please do not hesitate to call me at (616) 724-6705 if you have any questions.

Sincerely,

Linda Potter
Deputy Clerk

Enc.

City of Muskegon, 933 Terrace Street, P.O. Box 536, Muskegon, MI 49443-0536

Thank you for using Return Receipt Service.

LIQUOR LICENSE REVIEW FORM

Business Name: Joey's Place

AKA Business Name (if applicable): _____

Operator/Manager's Name: PFC Enterprises, L.L.C./Patrick F. Carlson

Business Address: 157 N. Getty

Reason for Review:

New License ☐ Transfer of Ownership ☒ Dance Permit ☐

Drop/Add Name on License ☐ Transfer Location ☐

Drop/Add Stockholder Name ☐ New Entertainment Permit ☐

Other _____

Deadline for receipt of all information: January 3, 2000

Police Department Approved ☐ Denied ☐ No Action Needed ☐

Income Tax Approved ☐ Owing ☐ Amount: _____

Treasurer Approved ☐ Owing ☐ Amount: _____

Zoning Approved ☐ Denied ☐ Pending ZBA ☐

~~NCS~~
*Fire/Inspection
Services*

Compliance ☒ Remaining Defects None Jerry E. McIntyre

Fire Department Compliance ☐ Remaining Defects _____

Gail A. Kundinger, City Clerk
Liquor License Coordinator

LIQUOR LICENSE REVIEW FORM

Business Name: Joey's Place

AKA Business Name (if applicable): _____

Operator/Manager's Name: PFC Enterprises, L.L.C./Patrick F. Carlson

Business Address: 157 N. Getty

Reason for Review:

New License ☐ Transfer of Ownership ☒ Dance Permit ☐

Drop/Add Name on License ☐ Transfer Location ☐

Drop/Add Stockholder Name ☐ New Entertainment Permit ☐

Other _____

Deadline for receipt of all information: January 3, 2000

Police Department Approved ☐ Denied ☐ No Action Needed ☐

Income Tax Approved ☐ Owing ☐ Amount: _____

Treasurer Approved ☐ Owing ☐ Amount: _____

Zoning Approved ☐ Denied ☐ Pending ZBA ☐

NCS Compliance ☐ Remaining Defects _____

Fire Department Compliance ☒ Remaining Defects _____

Service
1- Need *Inspection* on *Hand suppression*
2- " " on *fire extinguishers*

Gail A. Kunding, City Clerk
Liquor License Coordinator

Incident Report

MUSKEGON POLICE DEPARTMENT

1999-033251-A

Incident No 1999-033251-A	Date & Time Rept 12/04/1999 02:25	Offense: T5.15 OPERATING UNDER THE INFLUENCE	
Occurred From: 12/04/1999 02:25	Occurred Until: 12/04/1999 02:25	Incident Location GETTY/GRACE	
Current Disp WARR/REQ	Disposed To CLOSED HAGEN	Municipality MUSKEGON	District 113
Disposition Date 12/04/1999	Juveniles Only? NO	TTY Sent? NO	Cancelled? TTY number
Photos? NO	Consent? NO	Affidavit? NO	Optional Date/Time / / :
Officer Assigned 10738 STAFFORD, DAVID RICHARD		Investigating Officer	

NOTES

ud10-9668517

10-50 PI ouil poss of marijuana
LEIN entry of impound at 7:18AM 12-04-99 Lt C Hagen

PERSONS

Name/Address/Phone	Description
CARLSON, PATRICK FRANK 4455 S DANGLE MUSKEGON MI 49442 (616) 798-2602	Born 08/21/1963 MALE Hgt. 6' 3" WHITE Wgt. 285 NON-HISP Hair BRO Eyes BRO
DRIVER 12/04/1999	T5.15 OPERATING UNDER THE INFLUENCE
SUSPECT 12/04/1999	8041 O.U.I.L.
KUSZ, BRENDA JAYE 2024 PARK MUSKEGON MI 49442 (231) 712-0467	Born 06/02/1955 FEMALE Hgt. 0' 0" WHITE Wgt. 0 NON-HISP Hair Eyes
OTHER 12/04/1999	8041 O.U.I.L.

PROPERTY

Description/Name/Comments	Make/Model/Stat	Serial No./Qty/Value
FUJI COLOR FILM 12 EXPOSURE FILM ID FOR DEVELOPEMENT		Qty = 0.00 \$0.00
CLEAR PLASTIC BAG BAG INTAKE A	SEIZED	Qty = 1.00 \$0.00
MARIJAUNA CIGS MARIJUANA INTAKE A WEIGHT 4.1 GMS	CRIME LAB	Qty = 1.00 \$0.00

VEHICLE

Status/Plate Type/VIN	Reg/Evid/Value	Description
RELEASED TRUCK 1B7HC16Y9YS581785	XG1996 MI HELD 0.00	2000 DODGE RAM BLACK TRUCK

Category	Description
NO M.O. INFORMATION	

Incident No	Date & Time Rept	Offense: T5.15
1999-033251-A	12/04/1999 02:25	OPERATING UNDER THE INFLUENCE

N TAKEN FROM WORDPERFECT DOCUMENT 1999033251.001

A While on patrol, I noticed the 2000 Dodge truck was up against
R a semi trailer that was parked in the empty lot at the corner of
R Grace and Getty. The truck had extensive damage to both sides of
A the cab. I pulled behind the truck and checked for occupants. No
T one was found and I notified dispatch of the situation. I
I requested other officers to check the area for possible injured
V subjects. I could see the path that the truck took before it
E crashed. The truck was travelling south on Getty and it the curb
at the corner of Grace and Getty. The truck hit a guidewire to a
light pole and then the passenger side of the cab hit the first
semi trailer. The front drivers side of the cab then hit the
corner of the second semi trailer. I checked the path that the
truck took until it hit the first semi trailer and I did not see
any skid marks anywhere in the grass lot. I had dispatch call
Hackley ER and Mercy ER and ask them to notify us if anyone comes
in with injuries from a traffic accident. The owner of the truck,
Patrick Carlson, could not be contacted and LEIN showed the truck
is not listed as stolen. The truck was impounded to central
towing. I conducted a brief inventory of the vehicle before it was
taken away. I opened up the center console and saw a clear plastic
baggie that contained, what looked like, 3 hand rolled cigarettes.
With gloves on, I opened the bag and took one of the cigs out. It
smelled and looked like marijuana. The bags and contents were
seized and eventually taken to MPD. I field tested the cigs at MPD
and they tested positive for marijuana. The bag and contents were
logged into the evidence room and were protected for prints.

Dispatch called and said the owner of the truck, Patrick, was at
Hackley ER being treated for injuries. I went to Hackley and
attempted to talk to Patrick. Patrick smelled strongly of
alcoholic beverage and when I spoke to him his speech was very
slurred. See Ofc Geigers supp for interview of Brenda. I asked
Patrick what happened. At first Patrick said he was beat up. I
told him that we found his truck and then he said he did not know
what happened. Patrick said he was at Joey's Place (157 S Getty).
He said he drove home and then he drove back to Joey's Place. Then
last thing he remembers is seeing a bright light. He didn't know
where he was or if he was in his truck or not. I could not get any
further information out of Patrick. As a part of his treatment,
Melanie Chamberlain (lab technician) drew blood from Patrick's
right arm. I am requesting that the lab results be subpoenaed for
OUIL charges. Sgt Olson and Ofc Tripp took photos of the truck and
the accident scene. Warrant request paperwork was completed for
OUIL 1st and Possession of Marijuana. All other paperwork
completed. Cleared.

D STAFFORD #71

Continued

MUSKEGON POLICE DEPARTMENT

1999-033251-A

Incident No	Date & Time Rept	Offense: T5.15
1999-033251-A	12/04/1999 02:25	OPERATING UNDER THE INFLUENCE

S TAKEN FROM WORDPERFECT DOCUMENT 1999033251.002
U 12-04-99 at 02:25hrs Getty and Nims
P
P
L
E
M
E
N
T

I was assisting Ofc Stafford at the scene of a 10-50 hit and run where the driver had fled the scene.

I checked the area around the crash scene and was unable to locate anyone. Disp advised that the driver of the truck had showed up at Hackley ER. Ofc Stafford and Myself responded to the scene to talk to the driver.

At Hackley ER I spoke with a Brenda Kusz f/w 6-2-55 (7272008). Brenda advised that she is a bar tender at Joey's Place and has only been employed there since last tuesday. Brenda said that Patrick had been in the bar and she had served him a couple of drinks. Brenda said that Patrick may have been served drinks by the other bartender also but she did not know for sure. Brenda said that Patrick is in the process of buying the bar. Brenda said that she left the bar at around 02:45hr and she headed straight home to 2024 Park. Brenda said that she did not see any crash on Getty. Brenda said that soon after she got home there was a knock on the front door and she open it up and it was Patrick. Brenda advised that he was bloody and in pain. Brenda advised that Patrick told her he had been beat up. Brenda said that she did not know how patrick got to her house. Brenda said that she tried to clean up Patricks wounds but he was having trouble breathing so she called 911. Brenda said that she came to the hospital with Patrick.

I asked Brenda if she had witnessed the crash and picked up Patrick and brought him to her house and she said NO. Brenda did not advise which route she took to get home from Joey's place.

I passed on this information to Ofc Stafford.

Clear

J.Geiger #40

Continued

MUSKEGON POLICE DEPARTMENT

1999-033251-A

Incident No	Date & Time Rept	Offense: T5.15
1999-033251-A	12/04/1999 02:25	OPERATING UNDER THE INFLUENCE

S TAKEN FROM WORDPERFECT DOCUMENT 1999033251.003

U 12-04-99 0350

P I responded to Getty/Dale to photograph the scene of a 10-50 at the
P request of Ofc Stafford. I took several photos of the scene where
L the truck was. The vehicle had already been removed to Cental
E towing.

M I then went to Central and took several photos of the vehicles from
E all angles.

N I turned the film over to Ofc Stafford who logged it into evidence.

T M.TRIPP 35

January 20, 2000

Ms. Debrah Stewart, President
Jackson Hill Neighborhood Association
673 Leonard
Muskegon, MI 49442

Dear Ms. Stewart

A request has been received from Patrick Carlson to transfer ownership of the existing 1999 Class C-SDM license (sale of beer & wine for consumption on the premises) at 157 N. Getty, Joey's Place. On Tuesday, January 25, 2000, 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 January 25, 2000, at 5:30 p.m. in the Commission Chambers. The Commission will also meet on Monday, January 24, 2000, at 5:00 p.m. in the Commission Chambers to review all items on the agenda; you are welcome to attend that meeting.

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

Sincerely,

Linda Potter
Deputy Clerk

January 20, 2000

Mr. Patrick Carlson
4455 Dangel
Muskegon, MI 49444

Dear Mr. Carlson:

This letter is to inform you that your request to transfer ownership of an existing 1999 Class C-SDM License at 157 N Getty will be presented to the City Commission on January 25, 2000. This meeting begins at 5:30 p.m. and is located in the Commission Chambers, 933 Terrace, Muskegon, MI. The Commission will also meet on Monday, January 24, 2000, at 5:00 p.m. in the Commission Chambers to review all items on the agenda; you are also welcome to attend that meeting.

This request has also been sent to the Jackson 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.

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

Sincerely,

Linda Potter
Deputy Clerk

Commission Meeting Date: January 25, 2000

Date: January 18, 2000
To: Honorable Mayor and City Commissioners
From: Planning & Economic Development *CBE*
RE: Alley Vacations in Block 346 (between 7th and 8th Streets)

SUMMARY OF REQUEST:

Request for vacation of the west half only of the east/west alley in Block 346, between Seventh and Eighth Streets. This request is in response to ongoing traffic issues with Samuel Lutheran Church (see attached staff report).

FINANCIAL IMPACT:

None

BUDGET ACTION REQUIRED:

None

STAFF RECOMMENDATION:

Staff recommends vacation of the west half only of the proposed alley with the condition that all City easement rights be retained.

COMMITTEE RECOMMENDATION:

The Planning Commission recommended vacation of the west half only of the proposed alley with the condition that all City easement rights be retained. The Committee of the Whole will review the request at their 1/24 meeting.

CITY OF MUSKEGON

RESOLUTION 2000-21(c)

RESOLUTION TO VACATE A PUBLIC ALLEY

WHEREAS, a petition has been received to vacate the west half only of the alley in Block 346 of the Revised Plat of 1903, City of Muskegon; and

WHEREAS, the Planning Commission held a public hearing on January 11, 2000 to consider the petition and subsequently recommended the vacation; and

WHEREAS, due notice had been given of said hearing as well as the January 25, 2000 City Commission meeting to consider the recommendation of the Planning Commission;

NOW, THEREFORE, BE IT RESOLVED that the City Commission deems it advisable for the public interest to vacate and discontinue the alley;

BE IT FURTHER RESOLVED that the City Commission does hereby declare the west half only of the said alley vacated and discontinued provided, however, that this action on the part of the City Commission shall not operate so as to conflict with fire access or the utility rights heretofore acquired by the City or by any public service utility in the City of Muskegon, operating in, over and upon said portion of alley hereby vacated, and it is hereby expressly declared that such rights shall remain in full force and effect.

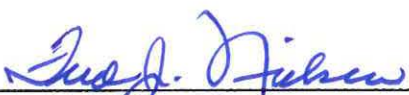
BE IT FURTHER RESOLVED that after any maintenance and repair by the City, the city shall restore the disturbed area to the grade and paving in existence at the time of vacation. The City shall not be responsible to replace special planting, landscaping, fences or any structure. No structure shall be placed in the easement which, in the sole judgment of the City, will interfere with the repair or maintenance of utilities in the easement, public or private.

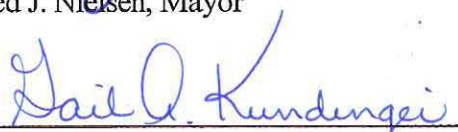
Adopted this 25th day of January, 2000.

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

Nays: None

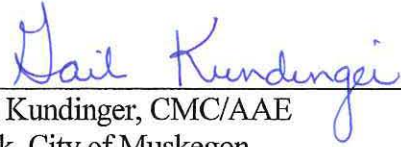
Absent: None

By: 
Fred J. Nielsen, Mayor

Attest: 
Gail A. Kunding, Clerk

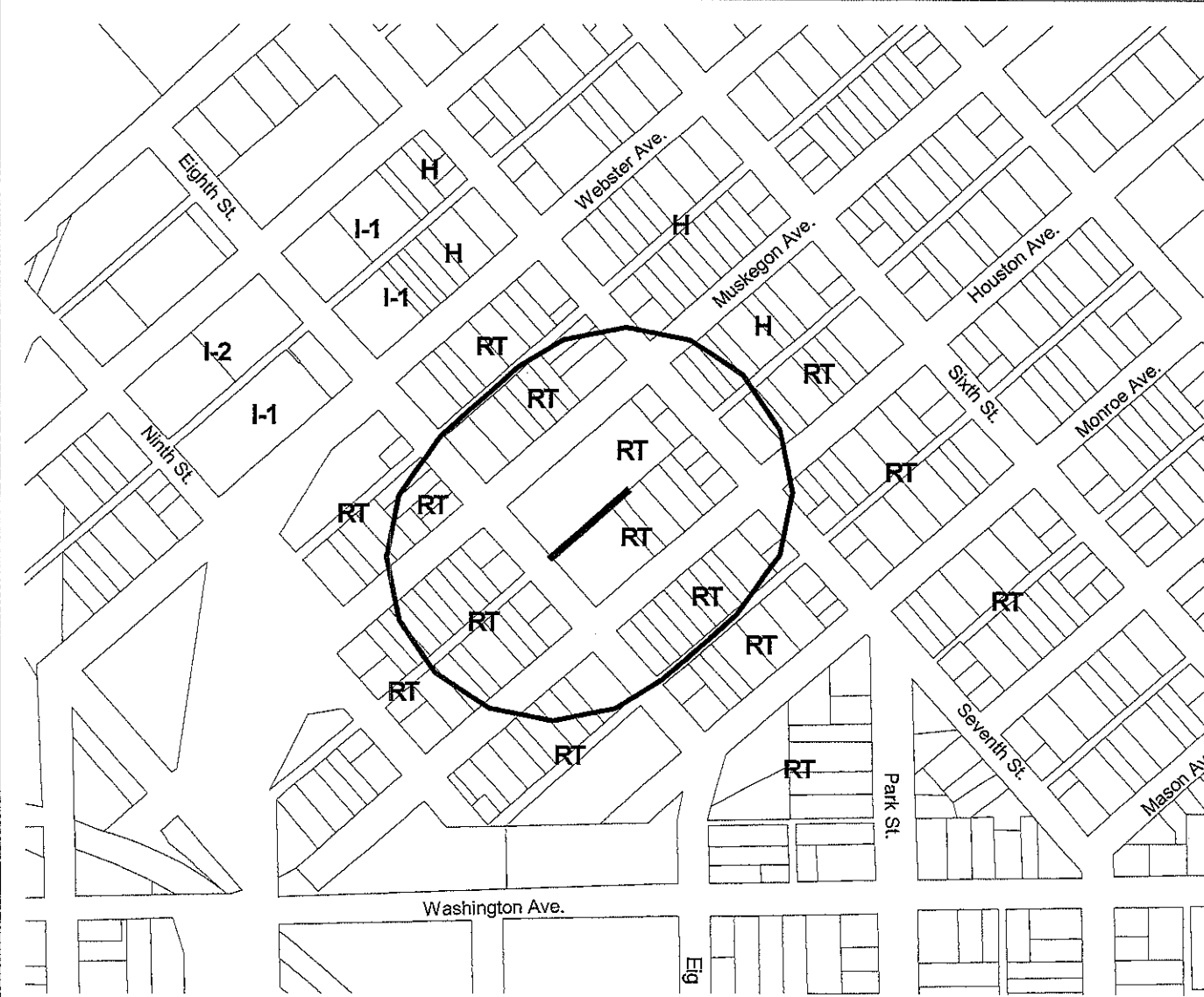
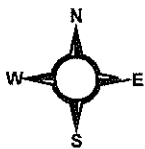
CERTIFICATION

I hereby certify that the foregoing constitutes a true and complete copy of a resolution adopted by the City Commission of the City of Muskegon, County of Muskegon, Michigan, at a regular meeting held on January 25, 2000.

A handwritten signature in blue ink, reading "Gail Kunding", is written over a horizontal line.

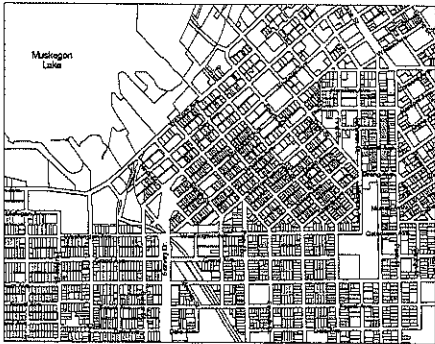
Gail Kunding, CMC/AAE
Clerk, City of Muskegon

City of Muskegon
Planning Commission
Case #00-3



/ = Subject Property
○ = Notice Area

RT = Two-Family Residential
I-1 = Light Industrial
I-2 = General Industrial
H = Heritage



**Staff Report [EXCERPT]
CITY OF MUSKEGON
PLANNING COMMISSION
REGULAR MEETING**

January 12, 2000

Hearing; Case 2000-3: Request for vacation of the west half only of the east/west alley in Block 346 (between Seventh and Eighth Streets).

BACKGROUND

This request is staff initiated and is in response to several complaints by members of the Samuel Lutheran Church about people speeding through the alley. It was discussed by the City's Traffic Committee, and the City Engineer recommended vacation of only the west half of the alley. The Fire Marshal has approved the alley vacation as well. The City does have sanitary sewer running through the alley, so all usual easements and rights need to be retained by the City if this request is approved.

RECOMMENDATION

Staff recommends approval of the request with the conditions below.

DETERMINATION

The following motions are offered for consideration:

I move that the vacation of the west half only of the north/south alley in Block 346 be (approved/denied), based on (compliance/lack of compliance) with the City's Master Land Use Plan and conditions set forth in Section 2315 of the City of Muskegon Zoning Ordinance (based on the following conditions--only if approved):

1. That all City easements be retained.

Commission Meeting Date: January 25, 2000

Date: January 13, 2000
To: Honorable Mayor and City Commissioners
From: Planning & Economic Development 
RE: Request for Planned Unit Development for 2964 Lakeshore Dr. (west of Cottage Grove St.)

SUMMARY OF REQUEST:

Request for a Planned Unit Development approval in the WM, Waterfront Marine zone for a condominium development at 2964 Lakeshore Dr., west of Cottage Grove St. The request is from the Archimedes Group LLC.

FINANCIAL IMPACT:

None

BUDGET ACTION REQUIRED:

None

STAFF RECOMMENDATION:

If the City Commission is comfortable with the height and density proposed for this development, staff recommends approval of the PUD provided that the conditions listed in the attached resolution are met.

COMMITTEE RECOMMENDATION:

The Planning Commission recommended approval of the PUD by a 5 to 4 vote, with the conditions listed on the attached resolution. The Committee of the Whole will review the request at their 1/24 meeting.

CITY OF MUSKEGON

RESOLUTION 2000-21(d)

RESOLUTION FOR A PLANNED UNIT DEVELOPMENT FOR 2964 LAKESHORE DR.

WHEREAS, a petition for a planned unit development was received from the Archimedes Group LLC; and,

WHEREAS, a planned unit development will allow a condominium development in the WM, Waterfront Marine zone; and,

WHEREAS, proper notice was given by mail and publication and public hearings were held by the City Planning Commission and by the City Commission to consider said petition, during which all interested persons were given an opportunity to be heard in accordance with provisions of the Zoning Ordinance and State Law; and

WHEREAS, the Planning Commission and staff have recommended approval of the Planned Unit Development with conditions as follows:

1. Resubmit the revised site plan to document the location of existing trees with a note they will be preserved. Only 2 of the existing trees are shown to remain on the site plan and front elevation.
2. Adhere to the open space, landscape augmentation, wall, and berming plan submitted 1/4/00. Clarify size and species of trees to be used on the pier.
3. Clarify method of screening for the parking on the pier.
4. At a minimum, adhere to the front elevation (Lakeshore Drive view) design submitted 1/4/00. Additional windows or larger windows would be permissible in the design.
5. Provide assurances that site has had a baseline environmental assessment (BEA) and any other appropriate environmental investigation necessary.
6. The development is limited to 56 units and 95 feet in height from the road grade.
7. The existing chain-link fence with barbed wire adaptations must be removed from site. Any future screening provided on the east property line must be "step-up" and "step-down" with lower heights near the water and roadside (4 feet) and higher levels permitted in the middle (6 feet).
8. The portable sign on the site must be removed immediately.
9. Car parking on the pier must be screened from the water.
10. The marina improvements and dockage footprint may not expand. The project may not include any activities that would fill the lake.

11. The drive access must be approved by and meet the standards of the City's Engineering department
12. Site drainage (rooftop and parking lot) needs to be managed on site. The plan needs to be approved by the City's Engineering department.
13. Pole lighting on the site shall be no higher than 17 feet and shall be a "cut-off" fixture to prevent light from bleeding onto adjacent properties and into the night sky.
14. Fire and emergency site access approvals must be obtained for the final site plan.
15. A more detailed soil erosion control plan must be provided prior to the issuance of a building permit pursuant to the State Soil Erosion and Sedimentation Control Act.
16. A performance guarantee for landscaping and screening must be submitted prior to the issuance of a building permit.
17. The applicant/owner must formally disclose that the land in proximity to the subject property is zoned I-2, general industrial, and may be used for any industrial use permitted by the zoning ordinance.

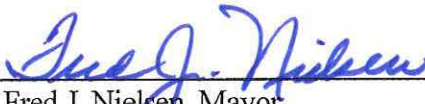
NOW, THEREFORE, BE IT RESOLVED that the recommendation by staff and the City Planning Commission be accepted and the final planned unit development is hereby approved with conditions.

Adopted this 25th day of January, 2000

Ayes: Schweifler, Shepherd, Sieradzki, Spataro

Nays: Aslakson, Benedict, Nielsen

Absent: None

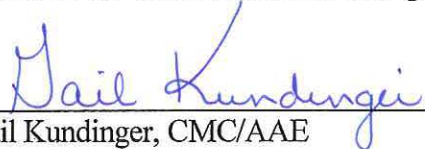
By: 
Fred J. Nielsen, Mayor

Attest: 
Gail A. Kunding, Clerk

CERTIFICATE

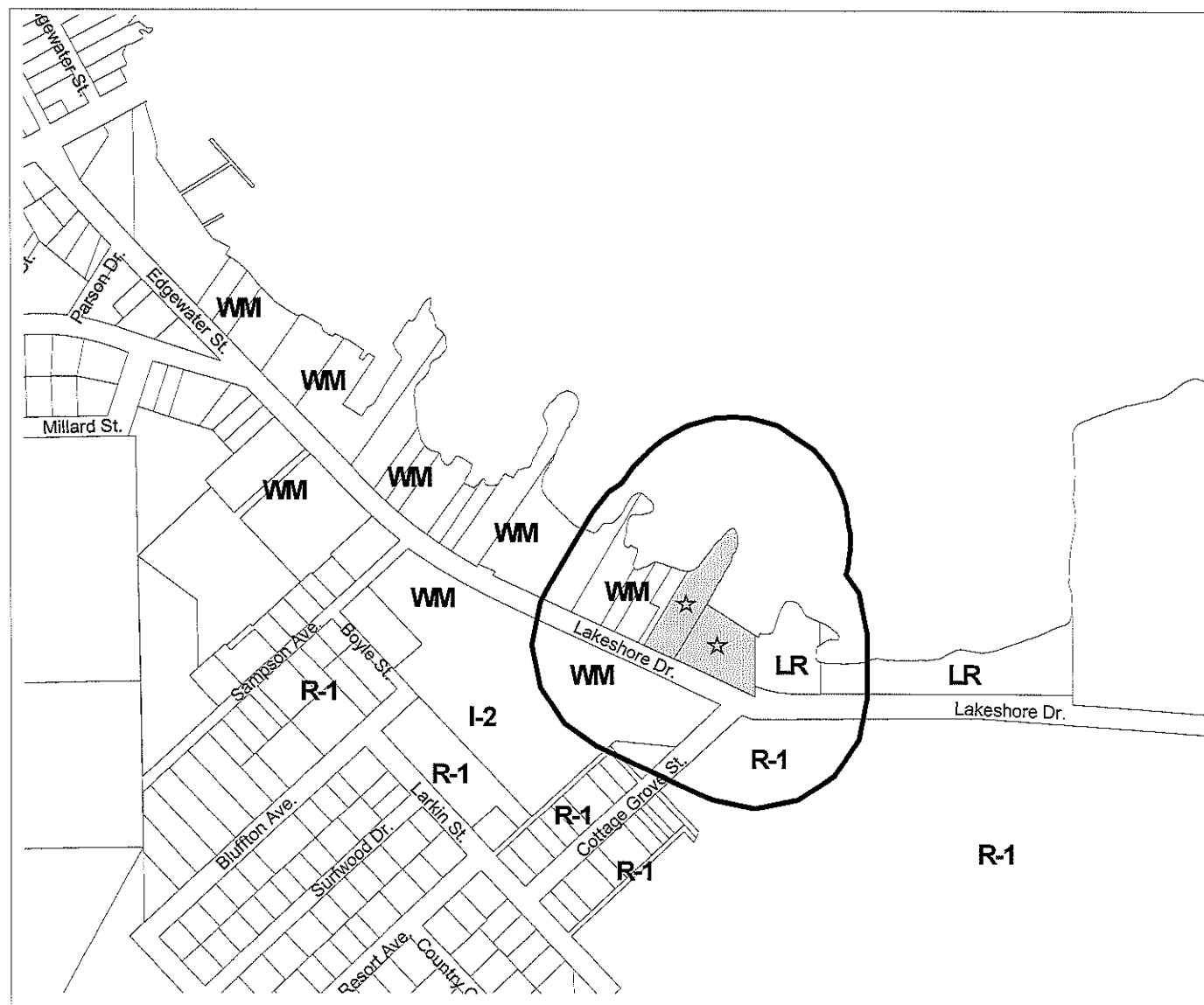
The undersigned, being the duly qualified clerk of the City of Muskegon, Muskegon County, Michigan, does hereby certify that the foregoing is a true and complete copy of a resolution adopted by the City Commission of the City of Muskegon, at a regular meeting of the City Commission on the 25th day of January, 2000, at which meeting a quorum was present and remained throughout, and that the original of said ordinance is on file in the records of the City of Muskegon. I further certify that the meeting was conducted and public notice was given pursuant to and in full compliance with Act No. 267, Public Acts of Michigan of 1976, as amended, and that minutes were kept and will be or have been made available as required thereby.

DATED: January 25, 2000.



Gail Kunding, CMC/AAE
Clerk, City of Muskegon

☆ = Subject Property
○ = Notice Area



**Staff Report [EXCERPT]
CITY OF MUSKEGON
PLANNING COMMISSION
REGULAR MEETING**

January 12, 2000

Case 99-51: Request for final approval of Planned Unit Development for 2964 Lakeshore Dr. (west of Cottage Grove St.), by the Archimedes Group LLC.

BACKGROUND

Applicant: Archimedes Group, LLC

Property Address/Location: 2964 Lakeshore Dr. (west of Cottage Grove St.)

Request: PUD to allow a residential condominium development with associated boat slips.

Present Land Use: marina

STAFF OBSERVATIONS

1. At the December Planning Commission meeting, this development received preliminary approval, pending submission of a revised site plan addressing several concerns (see minutes from 12/15/99 meeting for list of conditions for the approval).
2. Since the last Planning Commission meeting the applicant has submitted revised site plans and written assurances that all the conditions set forth would be met. Most of the conditions appear to be addressed, or will be addressed as part of the building permit process.
3. There are a few issues left that staff would like to clarify but for the most part, the "conditions" list remains as it was - to keep the conditions in the public record.

STAFF RECOMMENDATION

Staff would recommend that the conditions listed below accompany any recommendation to the City Commission.

DELIBERATION

Standards for discretionary uses

emphasis provided

1. Give due regard to the nature of all adjacent uses and structures and the consistency with the adjacent use and development.

2. Find that the proposed use or activity would not be offensive, or a nuisance, by reason of increased traffic, noise, vibration, or light.
3. Adequate water and sewer infrastructure exists or will be constructed to service the activity.
4. The proposed site plan complies with section 2313 (4) of the ordinance and has:
 - a. proper ingress and egress
 - b. sufficient parking areas, streets, roads and alleys
 - c. screening walls and/or fences
 - d. adequate fire and police protection
 - e. provisions for disposal of surface water run-off, sanitary sewage
 - f. adequate traffic control and maintenance services
 - g. preserves property values to related or adjoining properties.

PROPOSED CONDITIONS

1. Resubmit the revised site plan to document the location of existing trees with a note they will be preserved. Only 2 of the existing trees are shown to remain on the site plan and front elevation.
2. Adhere to the open space, landscape augmentation, wall, and berming plan submitted 1/4/00. Clarify size and species of trees to be used on the pier.
3. Clarify method of screening for the parking on the pier.
4. At a minimum, adhere to the front elevation (Lakeshore Drive view) design submitted 1/4/00. Additional windows or larger windows would be permissible in the design.
5. Provide assurances that site has had a baseline environmental assessment (BEA) and any other appropriate environmental investigation necessary.
6. The development is limited to 56 units and 95 feet in height from the road grade.
7. The existing chain-link fence with barbed wire adaptations must be removed from site. Any future screening provided on the east property line must be "step-up" and "step-down" with lower heights near the water and roadside (4 feet) and higher levels permitted in the middle (6 feet).
8. The portable sign on the site must be removed immediately.
9. Car parking on the pier must be screened from the water.
10. The marina improvements and dockage footprint may not expand. The project may not include any activities that would fill the lake.
11. The drive access must be approved by and meet the standards of the City's Engineering department

12. Site drainage (rooftop and parking lot) needs to be managed on site. The plan needs to be approved by the City's Engineering department.
13. Pole lighting on the site shall be no higher than 17 feet and shall be a "cut-off" fixture to prevent light from bleeding onto adjacent properties and into the night sky.
14. Fire and emergency site access approvals must be obtained for the final site plan.
15. A more detailed soil erosion control plan must be provided prior to the issuance of a building permit pursuant to the State Soil Erosion and Sedimentation Control Act.
16. A performance guarantee for landscaping and screening must be submitted prior to the issuance of a building permit.
17. The applicant/owner must formally acknowledge that the land in proximity to the subject property is zoned I-2, general industrial, and may be used for any industrial use permitted by the zoning ordinance.