

# CITY OF MUSKEGON

## CITY COMMISSION MEETING

**JANUARY 11 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. Sale of Non-Buildable Lot on Marquette Avenue in Jackson Hill.  
PLANNING & ECONOMIC DEVELOPMENT
  - b. Approval of Minutes. CITY CLERK
  - c. FIRST READING – Franchise Ordinance to Nordic Electric to use Local Public Ways and do Local Electric Business. CITY CLERK
  - d. Rezoning Request for Property Located at 2964 Lakeshore Drive.  
PLANNING & ECONOMIC DEVELOPMENT
  - e. Rezoning Request for Property Located at 270-318 Apple Ave.  
PLANNING & ECONOMIC DEVELOPMENT
  - f. Annual Water Treatment Chemical Bids. PUBLIC WORKS – WATER FILTRATION
  - g. Sale of Buildable Lot on Yuba Street in Jackson Hill. PLANNING & ECONOMIC DEVELOPMENT
  - h. Sale of Buildable Lot on Morgan Street in Marquette. PLANNING & ECONOMIC DEVELOPMENT
  - i. Purchase of Property from Lakeshore Yacht Harbor for the Muskegon Lakeshore Trail. PLANNING & ECONOMIC DEVELOPMENT
  - j. Purchase of Property from Kirksey Investment Corp. for the Muskegon Lakeshore Trail. PLANNING & ECONOMIC DEVELOPMENT
  - k. Approval of HOME Infill Program. PLANNING & ECONOMIC

## DEVELOPMENT

- l. Approval of HOME Infill Construction Bids. PLANNING & ECONOMIC DEVELOPMENT

- m. Customer Service Training. ADMINISTRATIVE DIVISION

- n. Citizen's Survey. ADMINISTRATIVE DIVISION

### ❑ PUBLIC HEARINGS:

- a. Application to amend an IFT Certificate – Neway Anchoriok International. PLANNING & ECONOMIC DEVELOPMENT

- b. Application for IFT Certificate – Holland Neway International, Inc. PLANNING & ECONOMIC DEVELOPMENT

### ❑ COMMUNICATIONS:

- a. West Michigan Dive Center.

### ❑ CITY MANAGER'S REPORT:

### ❑ UNFINISHED BUSINESS:

### ❑ NEW BUSINESS:

- a. FIRST READING – Zoning Ordinance Amendment – Replacement of Site Plan Review and Submission Requirements Language. PLANNING & ECONOMIC DEVELOPMENT

- b. Waterfront Redevelopment Plan. PLANNING & ECONOMIC DEVELOPMENT

- c. Clean Michigan Initiative. CITY MANAGER

### ❑ 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: Gail A. Kunding, City Clerk**  
**RE: Approval of Minutes**

---

SUMMARY OF REQUEST: To approve the minutes of the Regular Commission Meeting that was held on Tuesday, December 14, 1999.

FINANCIAL IMPACT: None.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: Approval of the minutes.

COMMITTEE RECOMMENDATION: Committee of the Whole will review this item January 10, 2000.

# CITY OF MUSKEGON

## CITY COMMISSION MEETING

JANUARY 11, 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 11, 2000.

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

#### ROLL CALL FOR THE REGULAR COMMISSION MEETING

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

Absent: None

#### 2000-013 CONSENT AGENDA:

##### a. Sale of Non-Buildable Lot on Marquette Avenue in Jackson Hill. PLANNING & ECONOMIC DEVELOPMENT (10 a)

**SUMMARY OF REQUEST:** To approve the sale of the vacant non-buildable lot designated as parcel number 61-31-20-181-009 to Linwood Lee. The subject parcel is adjacent to a duplex that Mr. Lee currently owns. The parcel has 76 feet of frontage and 66 feet of depth. The duplex has been vacant for at least a year. Mr. Lee plans to fix-up the home (painting and other minor cosmetic repairs) and sell it. A building permit for approximately \$15,000 of repairs was obtained by Mr. Lee on November 22. Staff recommends approval of the sale contingent upon completion of the repairs. The deed will be held until the repairs are complete and have been reviewed by the Inspection Services Department.

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

**BUDGET ACTION REQUIRED:** None

**STAFF RECOMMENDATION:** Staff recommends approval of the sale with the aforementioned contingencies, as well as, authorization for both the Mayor and the Clerk to sign the resolution.

**COMMITTEE RECOMMENDATION:** Committee of the Whole recommended this item be referred back to staff to obtain a recommendation from the Land Reutilization Committee.

##### b. Approval of Minutes. CITY CLERK (11 a)

**SUMMARY OF REQUEST:** To approve the minutes of the Regular Commission Meeting that was held on Tuesday, December 14, 1999.

**FINANCIAL IMPACT:** None

**BUDGET ACTION REQUIRED:** None

**STAFF RECOMMENDATION:** Approval of the minutes.

**COMMITTEE RECOMMENDATION:** Committee of the Whole recommended approval as submitted.

c. FIRST READING - Franchise Ordinance to Nordic Electric to use local public ways and do local electrical business.

CITY CLERK (11 c)

**SUMMARY OF REQUEST:** To adopt an ordinance granting a five year, non-exclusive, revocable electric franchise to Nordic Electric, L.L.C.

**FINANCIAL IMPACT:** \$1,000 non-refundable application fee.

**BUDGET ACTION REQUIRED:** None

**STAFF RECOMMENDATION:** Adoption of the Ordinance.

**COMMITTEE RECOMMENDATION:** Committee of the Whole recommended adoption of the ordinance.

e. Rezoning Request for property located at 270-318 Apple Avenue.

PLANNING & ECONOMIC DEVELOPMENT (11 e)

**SUMMARY OF REQUEST:** Request to rezone property located at 270-318 Apple Ave., between Fork and Emerald Streets, from B-2, Convenience and Comparison Business 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. 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 Planned Unit Development for the site.

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

f. Annual Water Treatment Chemical Bids.

PUBLIC WORKS - WATER FILTRATION (11 f)

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

**FINANCIAL IMPACT:** Annual cost of \$70,270.00 (based on average annual water pumped to mains).

**BUDGET ACTION REQUIRED:** None at this time.

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

**COMMITTEE RECOMMENDATION:** Committee of the Whole recommended approval of the request.

g. Sale of buildable lot on Yuba Street in Jackson Hill.

PLANNING & ECONOMIC DEVELOPMENT (11 g)

**SUMMARY OF REQUEST:** To approve the sale of the vacant buildable lot described as map number 24-31-20-134-007 to Eva Shannon. Ms. Shannon intends to build a 2,100 square foot single-family home with an attached garage. The appraised value of the parcel is \$3,500 and Ms. Shannon submitted the only bid of \$3,510. Staff recommends approval of the sale contingent upon Ms. Shannon following through with the design of the house as presented to staff and the Land Reutilization Committee.

**FINANCIAL IMPACT:** The sale of the parcel will relieve the City of continued maintenance costs.

**BUDGET ACTION REQUIRED:** None

**STAFF RECOMMENDATION:** Staff recommends approval of the sale with the aforementioned contingency, as well as, authorization for both the Mayor and the Clerk to sign the resolution. The Land Reutilization Committee endorsed the sale of the property with the above contingency at their November meeting.

**COMMITTEE RECOMMENDATION:** Committee of the Whole recommended approval of the request with contingencies as stated.

h. Sale of buildable lot on Morgan Street in Marquette.  
PLANNING & ECONOMIC DEVELOPMENT (11 h)

**SUMMARY OF REQUEST:** To approve the sale of the vacant buildable lot described as map number 24-31-21-202-008 to Timothy A. Richards of 1071 Marquette Ave. Mr. Richards intends to build a 2,200 square foot single-family home with an attached 3-car garage. The appraised value of the parcel is \$5,000 and Mr. Richards submitted the only bid of \$5,100. Staff recommends approval of the sale contingent upon Mr. Richards following through with the design of the house as presented to staff and the Land Reutilization Committee.

**FINANCIAL IMPACT:** The sale of the parcel will relieve the City of continued maintenance costs.

**BUDGET ACTION REQUIRED:** None

**STAFF RECOMMENDATION:** Staff recommends approval of the sale with the aforementioned contingency, as well as, authorization for both the Mayor and the Clerk to sign the resolution. The Land Reutilization Committee endorsed the sale of the property with the above contingency at their November meeting.

**COMMITTEE RECOMMENDATION:** Committee of the Whole recommended approval of the request with contingencies as stated.

i. Purchase of property from Lakeshore Yacht Harbor for the Muskegon Lakeshore Trail.  
PLANNING & ECONOMIC DEVELOPMENT (11 i)

**SUMMARY OF REQUEST:** Approval of resolution and purchase agreement for property owned by the Lakeshore Yacht Harbor, which is required for the Lakeshore Trail. The purchase price is \$5,300.00, 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 purchase agreement has already been signed by the Lakeshore Yacht Harbor.

**FINANCIAL IMPACT:** Purchase will allow the Lakeshore Trail project to continue. The price for the property is \$5,300.00 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:** Committee of the Whole recommended approval of the request.

j. Purchase of property from Kirksey Investment Corp. for the Muskegon Lakeshore Trail.  
PLANNING & ECONOMIC DEVELOPMENT (11 j)

**SUMMARY OF REQUEST:** Approval of resolution and purchase agreement for property owned by the Kirksey Investment Corp., which is required for the Lakeshore Trail. The purchase price is \$60,000.00, which is the appraised value of the property. Through this agreement, the City will also be agreeing to, at the time of trail construction, lower the elevation of the berm now existing on the premises. The City will also be agreeing to lease the lakeward portion of the remaining property from Kirksey for \$1.00, and to construct a fence along the trail, on the non-lakeward side. The purchase agreement has already been signed by the Kirksey Investment Corp.

**FINANCIAL IMPACT:** Purchase will allow the Lakeshore Trail project to continue. The price for the property is \$60,000.00 and the purchase will be completed with funds received from the sale of the Chase Hammond Golf Course.

**BUDGET ACTION REQUIRED:** None

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

**COMMITTEE RECOMMENDATION:** Committee of the Whole recommended approval of the request.

l. Approval of Home Infill Construction Bids.  
PLANNING & ECONOMIC DEVELOPMENT (11 l)

**SUMMARY OF REQUEST:** Pursuant to the implementation of the City Infill Program, staff recommends that the contract award for construction of the Infill homes go to Bantam Group. Of the four companies that responded to the City's RFP, with all other things being equal, Bantam Group proposed construction of the homes as specified by staff for the lowest price per home.

**FINANCIAL IMPACT:** Expenditure of the 1997 HOME funds.

**BUDGET ACTION REQUIRED:** None

**STAFF RECOMMENDATION:** Staff recommends awarding the infill construction contract to Bantam Group.

**COMMITTEE RECOMMENDATION:** Committee of the Whole recommended approval of the request.

m. Customer Service Training.  
ADMINISTRATIVE DIVISION (11 n)

**SUMMARY OF REQUEST:** The City of Muskegon requested proposals to offer Customer Service Training to City employees. Proposals were received from three vendors: Not-So-Basics/Baker College, Muskegon Community College (MCC), and Grand Valley State University (GVSU). The Employee Training Committee reviewed all three proposals and recommends Not-So-Basics/Baker College proposal for the following primary reasons:

1. Lowest bidder at \$28,000 as opposed to GVSU at \$29,500 and MCC at \$29,728;
2. Customized training packet;
3. Material content is more comprehensive and desirable.

**FINANCIAL IMPACT:** \$28,800

**BUDGET ACTION REQUIRED:** None. Provided for in 2000 Budget.

**STAFF RECOMMENDATION:** Staff recommends approval of Not-So-Basics/Baker College proposal.

**COMMITTEE RECOMMENDATION:** Committee of the Whole recommended approval of the request.

Motion by Commissioner Aslakson, second by Commissioner Benedict to approve the consent agenda with the exception of items 6(d), 6(k), and 6(l).

Motion amended by Commissioner Aslakson, second amended by Commissioner Benedict to approve the consent agenda with the exception of items 6(d), 6(k), and 6(n).

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

**ADOPTED**

**2000-014 ITEMS REMOVED FROM CONSENT**

d. Rezoning Request for property located at 2964 Lakeshore Drive.  
PLANNING & ECONOMIC DEVELOPMENT (11 d)

**SUMMARY OF REQUEST:** Request to rezone property located at 2964 Lakeshore Dr., west of Cottage Grove St., from WM, Waterfront Marine to RM-3, High Density Multiple-Family Residential.

**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. After discussion with the City Attorney, staff feels that the project can move forward through a Planned Unit Development approach in the existing WM zoning district. The Planning Commission concurred with staff's recommendation to deny the request.

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

**Motion by Commissioner Schweifler, second by Commissioner Aslakson to deny the request due to lack of compliance with the future land use map and the Master Land Use Plan.**

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

**ADOPTED**

k. Approval of HOME Infill Program.

**PLANNING & ECONOMIC DEVELOPMENT (11 k)**

**SUMMARY OF REQUEST:** To approve the Infill program as prepared by staff, which seeks to provide quality homes to low to moderate income families. Approval of the plan will allow three pilot homes to be built on city-owned lots selected by the buyers. Steps have been taken to ensure that the homes are compatible with existing structures and are consistent with established housing goals, which specify safe, decent, and affordable housing for low-moderate income families. The design of the plan ensures that the buyer and not the City is responsible for mortgage payments, taxes, upkeep and other traditional home owner expenses.

**FINANCIAL IMPACT:** Implementation of the plan will relieve the City of continued maintenance costs on vacant lots and capture future property taxes.

**BUDGET ACTION REQUIRED:** None

**STAFF RECOMMENDATION:** Staff recommends approval of the plan as written, as well as, authorization for both the Mayor and the Clerk to sign the resolution. The Citizen's District Council approved the use and amount of the HOME funds as part of the 1997 Annual Consolidated Plan.

**COMMITTEE RECOMMENDATION:** Committee of the Whole recommended approval of the program.

**Motion by Commissioner Aslakson, second by Commissioner Shepherd to approve the Infill program as prepared by staff.**

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

**ADOPTED**

n. Citizen's Survey.

**ADMINISTRATIVE DIVISION (11 o)**

**SUMMARY OF REQUEST:** At the City Commission meeting on November 23, 1999, the Commission approved staff's recommendation to contract with Carl Frost Center for Social Science Research to conduct a City-wide Citizen Survey. Since then, staff has worked closely with the Center's representative, Scott VanderStoep, to develop the survey questionnaire. Copies of the draft survey questionnaire were provided to City Commissioners, Neighborhood Presidents, City Department Heads and others for your/their input. The final survey questionnaire reflects suggestions and comments received.

**FINANCIAL IMPACT:** \$11,920

**BUDGET ACTION:** None. Provided for in budgets '99 and 2000.

**STAFF RECOMMENDATION:** Staff recommends approval of the survey questionnaire.

**COMMITTEE RECOMMENDATION:** Committee of the Whole recommended approval of the request.

**Motion by Commissioner Aslakson, second by Commissioner Schweifler to approve staff recommendation to contract with Carl Frost Center for Social Science Research to conduct a City-wide Citizen Survey.**

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

ADOPTED

## 2000-015 PUBLIC HEARINGS:

- a. Application to amend an IFT Certificate - Neway Anchorlok International.  
PLANNING & ECONOMIC DEVELOPMENT

**SUMMARY OF REQUEST:** Pursuant to Public Act 198 of 1974, as amended, Neway Anchorlok International, Inc. (a.k.a. Holland Neway International), 1950 Industrial Boulevard, Muskegon, Michigan, manufacturer of suspension systems and brake actuators for the heavy truck industry, has requested an amendment to an Industrial Facilities Exemption Certificate. The Muskegon City Commission approved the existing Certificate on September 22, 1997. Initial total capital investment for this project was estimated at \$7,521,852 in personal property. Neway Anchorlok is planning to invest an additional \$1,220,300 in this project. As such, the company is requesting an amendment in the amount of \$1,220,300 to the existing abatement for the period of time remaining on the original certificate (7 years; ending in 2007). This expansion is required to assist in the generation of the number of new jobs (75) promised in the original Certificate. Neway has a current workforce of 485.

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

**BUDGET ACTION REQUIRED:** None

**STAFF RECOMMENDATION:** Approval of the resolution granting an amendment to Industrial Facilities Exemption Certificate No. 97-534 on personal property for the term remaining on the existing abatement.

**COMMITTEE RECOMMENDATION:** No action was taken on this item.

The Public Hearing opened at 6:17 p.m. to hear and consider any comments from the public. Matt Dugener gave an overview of the item. Mike Flint, 2253 Worden, manager of Neway, was present to answer questions. No comments were heard from the public.

**Motion by Commissioner Aslakson, second by Commissioner Benedict to close the Public Hearing at 6:20 p.m. and to approve an amendment to an Industrial Facilities Exemption Certificate for Neway Anchorlok International.**

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

ADOPTED

- b. Application for IFT Certificate - Holland Neway International, Inc.  
PLANNING & ECONOMIC DEVELOPMENT

**SUMMARY OF REQUEST:** Pursuant to Public Act 198 of 1974, as amended, Holland Neway International, Inc., 1950 Industrial Boulevard, Muskegon, Michigan, manufacturer of suspension systems and brake actuators for the heavy truck industry, has requested the issuance of an Industrial Facilities Exemption Certificate. Total capital investment for this project is \$3,340,000 in personal property. The project will also result in the creation or retention of 25 employment opportunities. Holland Neway has a current workforce of 485.

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

**BUDGET ACTION REQUIRED:** None

**STAFF RECOMMENDATION:** Approval of the attached resolution granting an Industrial Facilities Exemption Certificate on personal property for a term of six (6) years.

**COMMITTEE RECOMMENDATION:** No action was taken on this item.

The Public Hearing was opened at 6:30 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 6:36 p.m. and to approve the issuance of an Industrial Facilities Exemption Certificate to Holland Neway International, Inc.**

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

ADOPTED

**2000-016 COMMUNICATIONS:**

a. West Michigan Dive Center.

Heather Bloom, 2516 Glade, of the West Michigan Artificial Reef Society gave a presentation on the intentional sinking of a vessel near Muskegon.

Motion by Commissioner Shepherd, second by Commissioner Aslakson to draft a letter in support of the project to be attached to the application to the State of Michigan.

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

ADOPTED

**2000-017 NEW BUSINESS:**

a. FIRST READING - Zoning Ordinance Amendment - Replacement of Site Plan Review and Submission Requirements Language.  
PLANNING & ECONOMIC DEVELOPMENT (11 b)

**SUMMARY OF REQUEST:** Request to amend Section 2330 of Article XXIII (General Provisions) of the Zoning Ordinance to replace the language for Site Plan Review and Submission Requirements.

**FINANCIAL IMPACT:** None

**BUDGET ACTION REQUIRED:** None

**STAFF RECOMMENDATION:** Staff recommends amendment of the Zoning Ordinance to include the proposed language in the article and section described above to replace the existing language in the section. The Planning Commission recommended approval of the request.

**COMMITTEE RECOMMENDATION:** Committee of the Whole recommended approval of the request. (Vote 6-1)

Motion by Commissioner Aslakson, second by Commissioner Benedict to amend Section 2330 of Article XXIII of the Zoning Ordinance to replace the language for Site Plan Review and Submission Requirements.

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

ADOPTED

b. Waterfront Redevelopment Plan.  
PLANNING & ECONOMIC DEVELOPMENT (11 m)

**SUMMARY OF REQUEST:** At a December 8<sup>th</sup> special Planning Commission meeting, there was a public hearing and the Waterfront Redevelopment Plan was adopted *without* the appendix that speaks to a Port Authority. While state law puts the responsibility of adopting land use plans on the Planning Commission, staff also has the City Commission endorse the plan to strengthen its merit.

**FINANCIAL IMPACT:** None

**BUDGET ACTION REQUIRED:** None

**STAFF RECOMMENDATION:** Adopt the plan by passing the resolution.

**COMMITTEE RECOMMENDATION:** Committee of the Whole recommended endorsement of the plan. (Vote 4-3)

Motion by Commissioner Aslakson, second by Commissioner Schweifler to endorse the plan.

Motion amended by Commissioner Aslakson, second by Commissioner Spataro to adopt the plan.

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

ADOPTED

c. Clean Michigan Initiative.  
CITY MANAGER (11 p)

**SUMMARY OF REQUEST:** To consider correspondence with the State of Michigan consolidating the City's Clean Michigan Initiative Round I and Round II applications.

**FINANCIAL IMPACT:** Funding from the Clean Michigan Initiative Grant would assist several waterfront projects.

**BUDGET ACTION REQUIRED:** None

**STAFF RECOMMENDATION:** To authorize the letter to be sent to the Michigan Department of Environmental Quality (MDEQ).

**COMMITTEE RECOMMENDATION:** Committee of the Whole recommended approval of the request. (Vote 6-1)

Motion by Commissioner Aslakson, second by Commissioner Spataro to authorize staff to send correspondence to the State of Michigan.

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

ADOPTED

**2000-018 CLOSED SESSION:**

Motion by Commissioner Aslakson, second by Commissioner Benedict to adjourn to Closed Session at 7:56 p.m.

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

ADOPTED

Motion by Commissioner Aslakson, second by Commissioner Benedict to return to the Regular Meeting at 8:12 p.m.

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

ADOPTED

Motion by Commissioner Shepherd, second by Commissioner Aslakson to accept the recommendation of the City Attorney.

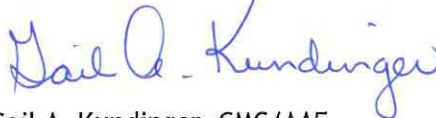
**ROLL VOTE:** Ayes: Spataro, Aslakson, Benedict, Nielsen, Schweifler, Shepherd, Sieradzki  
Nays: None

ADOPTED

**ADJOURNMENT:**

The Regular Commission Meeting was adjourned at 8:13 p.m.

Respectfully submitted,



Gail A. Kunderger, CMC/AAE  
City Clerk

**Commission Meeting Date: January 10, 2000**

*referred  
back to LRC*

**Date: January 5, 2000**  
**To: Honorable Mayor and City Commissioners**  
**From: Planning & Economic Development**  
**RE: Sale of Non-Buildable Lot on Marquette Avenue in Jackson Hill**

---

**SUMMARY OF REQUEST:**

To approve the sale of the vacant non-buildable lot designated as parcel number 61-31-20-181-009 to Linwood Lee. The subject parcel is adjacent to a duplex that Mr. Lee currently owns. The parcel has 76 feet of frontage and 66 feet of depth. The duplex has been vacant for at least a year. Mr. Lee plans to fix-up the home (painting and other minor cosmetic repairs) and sell it. A building permit for approximately \$15,000 of repairs was obtained by Mr. Lee on November 22. Staff recommends approval of the sale contingent upon completion of the repairs. The deed will be held until the repairs are complete and have been reviewed by the Inspection Services Department.

**FINANCIAL IMPACT:**

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

**BUDGET ACTION REQUIRED:**

None

**STAFF RECOMMENDATION:**

Staff recommends approval of the sale with the aforementioned contingencies, as well as, authorization for both the Mayor and the Clerk to sign the attached resolution.

**COMMITTEE RECOMMENDATION:**

There was no quorum at the December 21 LRC meeting, so there is no recommendation with regard to the pocket park issue.

**Date: January 4, 2000**  
**To: Honorable Mayor and City Commission**  
**From: City Clerk**  
**RE: Electric Franchise with Nordic Electric**

---

SUMMARY OF REQUEST: To adopt an ordinance granting a five year, non-exclusive, revocable electric franchise to Nordic Electric, L.L.C.

FINANCIAL IMPACT: \$1,000 non-refundable application fee

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: Adoption of the Ordinance.

COMMITTEE RECOMMENDATION: Committee of the Whole will discuss this item at their meeting on January 10, 2000.



Administrative Services • 349 W. Webster Ave., Muskegon MI 49440 • 231-720-2003 • FAX 720-2050 • TTY 720-2066

December 6, 1999

Mr. Bryon Mazade, City Manager  
City of Muskegon  
933 Terrace Street  
Muskegon, MI 49443

Dear Mr. Mazade:

I am writing to advise you that Muskegon Public Schools has recently agreed to acquire its electricity from Nordic Electric, L.L.C., (Nordic), a certified electric power supplier headquartered in Ann Arbor, Michigan.

Consistent with our agreement with Nordic, the electricity needs for all of our school locations will begin to be supplied by Nordic after all legal and regulatory requirements have been satisfied. One such requirement is that the City of Muskegon grant to Nordic a non-exclusive revocable franchise that will allow Nordic to conduct electric business in the City of Muskegon.

It is my understanding that Nordic has made application to the City of Muskegon seeking issuance of such an electric franchise. I would like to request that Nordic's franchise application be introduced and approved by your municipal council or board as soon as possible.

Upon implementation, our agreement with Nordic will provide for a substantial amount of savings for our schools and the taxpayers that support them. With your assistance, we can begin to realize those savings. Accordingly, your prompt attention to this matter is appreciated.

Sincerely,

Judith A. Hayner  
Assistant Superintendent for  
Administrative Services

Cc: Kimball Power Company





*Gail*

October 25, 1999

Mr. Bryon Mazade  
City Manager, City of Muskegon  
933 Terrace Street  
Muskegon, Michigan 49443

Dear Mr. Mazade,

The continuing deregulation of Michigan's electric industry has resulted in the implementation of expanded open access programs on the Detroit Edison and Consumers Energy utility systems. As a result, Nordic Electric, L.L.C. (Nordic), currently supplying electricity to customers located throughout Michigan, is adding new customers.

The Michigan Public Service Commission (MPSC) requires electric power companies, such as Nordic, to acquire a local franchise from each city or township in which they intend to conduct business. Nordic has been granted forty-six such franchises to date from various Michigan municipalities. All of these franchises are non-exclusive and revocable in nature and typically have been granted for a term of five to ten years.

Nordic has recently agreed to sell electric power to additional customers. Some of these customers are located within your municipal boundaries. Accordingly, Nordic requests that the City of Muskegon grant to Nordic a franchise to therein conduct its electric business.

Enclosed for your reference is a draft franchise document that is representative of those previously granted to Nordic by various other Michigan municipalities. I would be pleased to work with your municipal council, board and/or legal counsel towards finalizing this document.

The process implemented by the MPSC to promote electric competition and customer choice includes a phased-in utility capacity allocation schedule that has already begun. Accordingly, the extent to which you are able to expedite this franchise request is greatly appreciated by Nordic and the customers it is prepared to serve in the City of Muskegon.

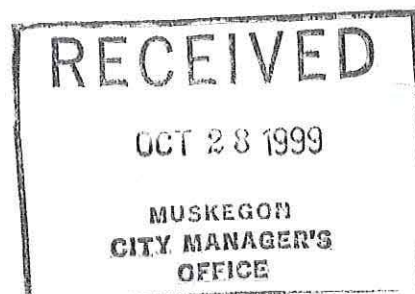
Please contact me at your earliest convenience with any questions or concerns you may have generally about electric deregulation in Michigan or, more specifically, about Nordic and this franchise request.

Sincerely,  
**NORDIC ELECTRIC, L.L.C.**

*William H. Shippy*  
William H. Shippy  
Director of Government Affairs

*cut 114*

*FAX  
734-9739335*





January 10, 2000

Ms. Gail A. Kunding  
City Clerk, City of Muskegon  
933 Terrace Street  
P.O. Box 536  
Muskegon, Michigan 49443

RE: Request of Nordic Electric for an Electric Franchise from the City of Muskegon

Dear Ms. Kunding,

I have received and reviewed your fax dated January 4, 2000 containing your charter ordinance and the franchise ordinance document used to grant electric franchises in the City of Muskegon.

Pursuant to the City of Muskegon Ordinance No. 1158, Section 18-63, as adopted April 14, 1998, enclosed please find our \$1,000.00 check made payable to the City of Muskegon for the required non-refundable application fee.

Please advise me of any additional items or information you may require in order to place this request before your City Commission for approval consideration.

Should you wish to contact me by phone, I can be reached at extension # 114.

Thank you for your assistance in regards to this matter.

Sincerely,

**NORDIC ELECTRIC, L.L.C.**

William H. Shippy  
Director of Government Affairs  
Enclosure

**AN ORDINANCE GRANTING A NON-EXCLUSIVE  
FRANCHISE TO NORDIC ELECTRIC, L.L.C.,  
TO USE LOCAL PUBLIC WAYS AND DO LOCAL ELECTRICAL BUSINESS**

**WHEREAS, NORDIC ELECTRIC, L.L.C.**, its successors and assigns, seeks a public utility franchise to use the highways, streets, alleys, bridges, and other public places for the transmission of electricity, and to do local electric business in the City of Muskegon, and

**WHEREAS**, the City of Muskegon, Muskegon County, Michigan, is empowered, pursuant to the Michigan Constitution of 1963, and Chapter XIV of it's own City Charter, to grant public utility franchises by Ordinance,

**NOW, THEREFORE**, the City of Muskegon, Michigan Ordains:

**Section 1. Grant of Non-Exclusive Rights**

A. **Term; Revocable at Will.** City of Muskegon (City) grants to NORDIC ELECTRIC, L.L.C., its successors and assigns (Grantee), subject to the terms and conditions set forth below, the nonexclusive right, power and authority to construct, maintain and use electric lines consisting of towers, masts, poles, cross-arms, guys, braces, feeders, transmission and distribution wires, transformers and other electrical appliances (hereinafter "Electric System") on, along, across and under the highways, streets, alleys, and bridges (hereafter "Public Ways") as identified in Exhibit A to this Ordinance and to do local electric business in the City of Muskegon, Muskegon County, Michigan, for a period of five years. Notwithstanding the term of this agreement, it is revocable at will in accordance with the Michigan State Constitution, Article 7 Section 25.

B. **Location in Public Ways.** To the maximum extent possible, Grantee shall place its electrical system on, within, and along existing utility facilities in the Public Ways.

C. **Lease.** Grantee shall not lease or sublease any portion of its electrical system within the city to a person who by law is required to obtain the City's permission or consent to transaction business in the City and who lacks such permission or consent. Grantee shall not allow the property of a third party or non-electrical system wires or any other facilities to be overlashed, affixed or attached to any portion of its electrical system or allow other actions with a similar result without the written consent of the City Manager or that person's designee.

**Section 2. Use of Public Rights-of-Way by Grantee**

A. **No Burden on Public Ways.** Grantee and its contractors, subcontractors and the Grantee's Electric System shall not unduly burden or interfere with the present or future use of

any of the Public Ways within the City. Grantee shall erect and maintain its Electric System so as to cause minimum interference with the use of the Public Ways and with the rights or reasonable convenience of property owners. No Public Way shall be obstructed longer than necessary during the work of construction or repair to the Electric System. Grantee's cable, wires, structures and equipment shall be suspended or buried so as to not endanger or injure persons or property in the Public Ways. If the City in its reasonable judgment determines that any portion of the Electric System constitutes an undue burden or interference, Grantee at its expense shall modify its Electric System or take such other actions as the City may determine is in the public interest to remove or alleviate the burden, and the Grantee shall do so within the time period established by the City.

**B. Restoration of Public Ways.** Grantee and its contractors and subcontractors shall immediately restore, at Grantee's sole cost and expense and in a manner approved by the City, any portion of the Public Ways that is in any way disturbed, damaged, or injured by the construction, operation, maintenance or removal of the Electric System to as good or better condition than that which existed prior to the disturbance. In the event that Grantee, its contractor or subcontractors fail to make such repair within the time specified by the City, the City shall be entitled to complete the repair and Grantee shall pay the costs of the City for such repair.

**C. Easements.** Any easements required for installation or maintenance of an Electric System or part thereof by Grantee over or under private property shall be arranged and paid for by Grantee. Any use or intrusion on private property without an easement or other instrument evidencing permission of the property owner shall constitute a trespass by Grantee and a violation of this Agreement. Any easements over or under property owned by the City other than the Public Ways shall be separately negotiated with the City.

**D. Tree Trimming.** Grantee may trim trees upon and overhanging the Public Ways so as to prevent the branches of such trees from coming into contact with the Electric System. Grantee shall minimize the trimming of trees to trimming only those that are essential to maintain the integrity of its Electric System. No trimming shall be done in the Public Ways without previously informing the City.

**E. Pavement Cut Coordination/Additional Fees.** Grantee shall coordinate its construction program and all other work in the Public Ways with the City's program for street construction, rebuilding, resurfacing and repair (collectively, "Street Resurfacing"). Grantee shall meet with the official of the City primarily responsible for the Public Ways at least twice per year to this end.

The goals of such coordination shall be to require Grantee to conduct all known work in the Public Ways in conjunction with or immediately prior to any Street Resurfacing planned by the City, and to prevent the Public Ways from being disturbed by Grantee for a period of years after such Street Resurfacing.

**CITY OF MUSKEGON  
NOTICE OF ADOPTION**

TO ALL INTERESTED PERSONS:

Please take notice that the City Commission of the City of Muskegon adopted an ordinance at its meeting on January 11, 2000 granting a non-exclusive franchise to Nordic Electric, L.L.C. Inc., for the furnishing of electric service from the City of Muskegon. In summary, the ordinance provides as follows:

1. **Grant of non-exclusive rights.** The ordinance grants a non-exclusive right to offer electric service in the City. The grant is revocable at will and has a term of five years. The electrical utility is to be located in public ways.

2. **Use of public rights of way by franchisee.** The ordinance provides for the use of public rights of way, prevents burdens on the rights of way, requires restoration in the case of damage or disturbance, allows tree trimming, and provides for additional fees for pavement cuts. Marking is required on facilities built by the franchisee.

The franchisee must comply with all laws. In the event of street vacation or relocation requests, the franchisee must accomplish the relocation of its facilities at its sole expense.

Public emergencies will justify the right of the City to disrupt the lines. The franchisee is required to register with "Miss Dig." Erection of additional poles and wires must be authorized by the City.

Facilities are to be located underground in the event the host public utility company's facilities are so placed. Any agreement with the host utility company must be copied to the City.

3. **No City liability; indemnification; insurance.** Section 3 provides for protection of the City to indemnification provisions and the requirement of insurance in the event the franchisee installs or constructs any physical facilities, except for meters.

4. **Franchise not exclusive.** The ordinance specifically states that the grant is not exclusive.

5. **Rates.** The franchisee is to charge rates authorized by the Michigan Public Service Commission.

6. **City jurisdiction.** The City retains jurisdiction allowed under state law, charter or federal law.

7. **Michigan Public Service Commission.** The ordinance recognizes the jurisdiction of the MPSC, and requires the franchisee to supply the City with copies of all material documents on file with the MPSC which relate to this City.

8. **Effective date.** The ordinance takes effect 30 days after adoption by the City Commission, except that it shall not take effect unless the franchisee files an acceptance in writing with City Clerk.

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 is effective ten days from the date of this publication, subject to the conditions of paragraph 8, above.

Published January 28, 2000

CITY OF MUSKEGON

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

---

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

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

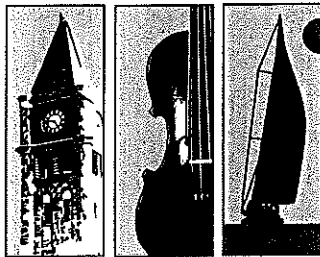
Public Works  
616/724-4100  
FAX/722-4188

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

January 24, 2000

Mr. William H. Shippy  
Director of Government Affairs  
Nordic Electric, L. L. C.  
2010 Hogback Road, Suite #4  
Ann Arbor, MI 48105

Dear Mr. Shippy:

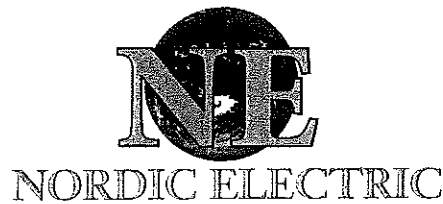
On January 11, 2000, the City Commission adopted the ordinance granting a five year franchise to Nordic Electric, L.L.C. Section 8 states that the Ordinance takes effect 30 days after adoption if the Grantee files an acceptance in writing with the City Clerk.

Please send the acceptance to the City Clerk's Office, 933 Terrace, Muskegon, MI 49440, at your earliest convenience.

Thank you,

*Linda Potter*

Linda Potter  
Deputy City Clerk



January 10, 2000

Ms. Gail A. Kunding  
City Clerk, City of Muskegon  
933 Terrace Street  
P.O. Box 536  
Muskegon, Michigan 49443

RE: Request of Nordic Electric for an Electric Franchise from the City of Muskegon

Dear Ms. Kunding,

I have received and reviewed your fax dated January 4, 2000 containing your charter ordinance and the franchise ordinance document used to grant electric franchises in the City of Muskegon.

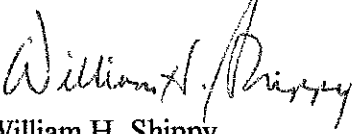
Pursuant to the City of Muskegon Ordinance No. 1158, Section 18-63, as adopted April 14, 1998, enclosed please find our \$1,000.00 check made payable to the City of Muskegon for the required non-refundable application fee.

Please advise me of any additional items or information you may require in order to place this request before your City Commission for approval consideration.

Should you wish to contact me by phone, I can be reached at extension # 114.

Thank you for your assistance in regards to this matter.

Sincerely,  
**NORDIC ELECTRIC, L.L.C.**

  
William H. Shippy  
Director of Government Affairs

Enclosure

**NORDIC ELECTRIC**  
2010 HOGBACK RD., STE. 4  
ANN ARBOR, MI 48105  
(734) 973-7700



KeyBank National Association  
74-104/724

2416

1/6/2000

PAY TO THE  
ORDER OF City of Miskegon

\$ \*\*1,000.00

One Thousand and 00/100\*\*\*\*\*

DOLLARS

City of Miskegon

MEMO: Franchise

⑈002416⑈ ⑆072401048⑆ 222201002300⑈

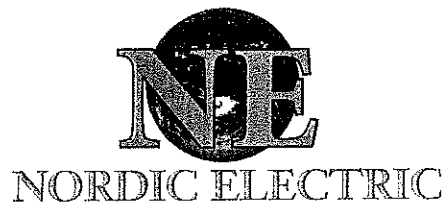
SECURITY FEATURES: MICRO PRINT TOP & BOTTOM BORDERS - COLORED PATTERN - ARTIFICIAL WATERMARK ON REVERSE SIDE - MISSING FEATURE INDICATES A COPY

19981209

A01

McBee

CALL 1 800 662-2331



February 7, 2000

Ms. Gail A. Kunding  
City Clerk, City of Muskegon  
933 Terrace Street  
P.O. Box 536  
Muskegon, Michigan 49443-0536

RE: City of Muskegon Ordinance Granting Nordic Electric an Electric Franchise

Dear Ms. Kunding,

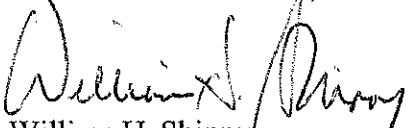
I have received a letter from Linda Potter, City of Muskegon Deputy City Clerk, dated January 24, 2000, advising me that on January 11, 2000, the Muskegon City Commission adopted an ordinance granting a five-year franchise to Nordic Electric.

Pursuant to Section 8 of the franchise ordinance, Nordic Electric herein submits written acceptance of that franchise ordinance as adopted.

Please send an executed franchise agreement and/or certified ordinance document to me for our files.

Should you wish to contact me by phone, I can be reached at extension # 114. Thank you for your assistance with this matter

Sincerely,  
**NORDIC ELECTRIC, L.L.C.**

  
William H. Shippy  
Director of Government Affairs

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

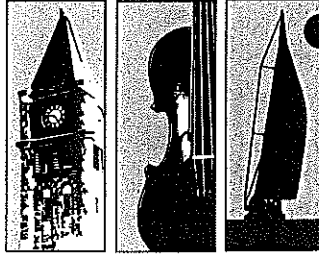
Public Works  
616/724-4100  
FAX/722-4188

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

February 9, 2000

Mr. William H. Shippy  
Director of Government Affairs  
Nordic Electric, L.L.C.  
2010 Hogback Road, Suite #4  
Ann Arbor, MI 48105

Dear Mr. Shippy:

Thank you for your February 7, 2000, letter submitting written acceptance of the franchise ordinance.

Enclosed is City of Muskegon's Ordinance #2008 granting a non-exclusive franchise to Nordic Electric, L.L.C., to use local public ways and do local electrical business.

If you have any questions, please call me at (231) 724-6705.

Thank you,

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

Linda Potter  
Deputy City Clerk

Enc.

Grantee shall pay to the City the sum of \$1,250 for each fifty feet (50') cut into or excavation of any Public Way, or portion thereof, which was subject to Street Resurfacing within 18 months prior to such cut or excavation. This fee is in addition to and not in lieu of the obligation to restore the Public Ways.

F. **Marking.** Grantee shall mark its Electric System as follows: Aerial portions of the Electric System shall be marked with a marker on its lines on alternate poles which shall state Grantee's name and provide a toll-free number to call for assistance. Direct buried underground portions of the Electric System shall have: (1) a conducting wire placed in the ground at least several inches above the Grantee's cable or wire (if such cable or wire is non-conductive); (2) at least several inches above that a continuous colored tape with Grantee's name and a toll-free number and a statement to the effect that there is buried cable beneath; and, (3) stakes or other appropriate above-ground markers with Grantee's name and a toll-free number and indicating that there is buried cable below.

G. **Compliance with Laws.** Grantee shall comply with all laws, statutes, ordinances, rules and regulations regarding the installation, construction, ownership or use of its Electric System, whether federal, state or local, now in force or which hereafter may be promulgated (including, without limitation, any ordinance requiring the installation of additional conduit when Grantee installs underground conduit for its Electric System). Before any installation is commenced, Grantee shall secure all necessary permits, licenses and approvals from all appropriate departments, agencies, boards or commissions of the City or other governmental entity as may be required by law, including, without limitation, all utility line permits and highway permits. Grantee shall comply in all respects with applicable codes and industry standards, including but not limited to the National Electrical Safety Code (latest edition) and the National Electric Code (latest edition). Grantee shall comply with all zoning and land use ordinances and historic preservation ordinances as may exist or may hereafter be amended.

H. **Street Vacation.** If City vacates or consents to the vacation of a street or alley within its jurisdiction, and such vacation necessitates the removal and relocation of Grantee's facilities in the vacated Public Way, Grantee agrees, as a condition of this Agreement, to consent to the vacation and to move its facilities at its sole cost and expense when asked to do so by the City or a court of competent jurisdiction. Grantee shall relocate its facilities to such alternative route, as the City, acting reasonably and in good faith, shall designate.

I. **Relocation.** If the City requests Grantee to relocate, protect, support, disconnect, or remove its facilities because of street or utility work, Grantee shall relocate, protect, support, disconnect, or remove its facilities, at its sole expense, to such alternate route as City, acting reasonably and in good faith, shall designate.

J. **Public Emergency.** The City shall have the right to sever, disrupt, dig up or otherwise destroy facilities of Grantee, without any prior notice, if such action is deemed necessary by the Mayor, City Manager, Police Chief or Fire Chief because of a public emergency. Public emergency shall be any condition which, in the opinion of any of the officials

named, poses an immediate threat to the lives or property of the citizens of the City, caused by any natural or man-made disaster, including, but not limited to, storms, floods, fire, accidents, explosions, major water main breaks, hazardous material spills, etc. Grantee shall be responsible for repair at its sole expense of any of its facilities damaged pursuant to any such action taken by the City.

K. **Miss Dig.** If eligible to join, Grantee shall subscribe to and be a member of "MISS DIG," the association of utilities formed pursuant to Act 53 of the Public Acts of 1974, as amended, MCL 460.701, et seq, and shall conduct its business in conformance with the statutory provisions and regulations promulgated thereunder.

L. **Use of Existing Facilities: Compensation to City.** Grantee shall utilize existing poles, conduits, and other facilities wherever practicable, and shall not construct or install any new, different, or additional poles, or other facilities unless expressly authorized by the City. Where existing utility wiring is located underground, either at the time of initial construction or subsequent thereto, Grantee's Electric System shall also be located underground unless otherwise expressly authorized by the City. In the event Grantee desires to utilize existing poles, conduits or other facilities owned by the City, Grantee shall be obligated to pay the existing standard charge for attachment to, placement in, or other use of those facilities.

To the extent that Grantee chooses to construct its own utility wiring or other new facilities, Grantee agrees to compensate the City for use of the public rights of way. Unless otherwise agreed by the City and Grantee, the compensation shall be paid at the rate of \$0.30 per lineal foot of wiring or other facilities installed.

M. **Underground Relocation.** If Grantee has its facilities on Consumers Energy Company's or any other public utility company's above ground utility poles and the owner of said poles relocates its facilities to an underground conduit, Grantee shall relocate its facilities underground in the same location.

N. **Pole/Conduit License Agreement Notification.** If Grantee forfeits or otherwise loses its rights under a pole/conduit license agreement with Consumers Energy Company or other entity, then Grantee shall notify the City Manager in writing within 14 days.

### Section 3. **No City Liability: Indemnification; Insurance.**

A. **City Not Liable.** The City, and its agents, employees, and contractors, shall not be liable to Grantee or Grantee's customers for any interference with or disruption in the operation of Grantee's Electric System, or the provision of service over or through the Electric System, or for any damages arising out of Grantee's use of the Public Ways.

B. **Indemnification.** As part of the consideration for of this Agreement. Grantee shall defend, indemnify, protect and hold harmless City, its officers, agents, employees, departments, boards, and commissions from any and all claims, losses, liabilities, causes of

action, demands, judgments, decrees, proceedings, and expenses of any nature (including, without limitation, actual fees and expenses of attorneys, expert witnesses and consultants), arising out of or resulting from the acts or omissions of Grantee, its officers, agents, employees, contractors, successors, or assigns, but only to the extent of the fault of the Grantee, its officers, agents, employees, contractors, successors, or assigns.

C. **Assumption of Risk.** Grantee undertakes and assumes for its officers, agents, contractors and subcontractors and employees, all risk of dangerous conditions, if any, on or about any City-owned or controlled property, including Public Ways, and Grantee hereby agrees to indemnify and hold harmless the City against and from any claim asserted or liability imposed upon the City for personal injury or property damage to any person arising out of the installation, operation, maintenance or condition of the electric system or Grantee's failure to comply with any federal, state or local statute, ordinance or regulation.

D. **Notice. Cooperation and Expenses.** City shall give Grantee prompt notice of the making of any claim or the commencement of any action, suit or other proceeding covered by the provisions of this Section. Nothing herein shall be deemed to prevent City from cooperating with Grantee and participating in the defense of any litigation by City's own counsel.

Grantee shall pay all reasonable expenses incurred by City in defending itself with regard to any such actions, suits or proceedings. These expenses shall include all out-of-pocket expenses such as attorney fees and shall also include the reasonable value of any services rendered by or on behalf of the City Attorney, and the actual expenses of City's agents, employees or expert witnesses, and disbursements and liability assumed by City in connection with such suits, actions or proceedings.

E. **Insurance.** If Grantee installs or constructs any physical facilities, except for meters in the City separately from those facilities of Consumers Energy Company or its successor, thereafter the Grantee shall maintain in force during the remaining period of its franchise, an insurance policy issued by a reputable insurer licensed in the State of Michigan and acceptable to the City for comprehensive general liability coverage, including all risks thereunder, together with any special electric liability endorsements, insuring the City as an additional insured, and covering liability for injuries to any person or property, having liability limits of \$5,000,000. A certificate evidencing the issuance of the said policy shall be placed with the City, and the insurance shall be renewed during the entire remaining franchise period as a condition of the continuance of this franchise. A failure to renew or cancellation of the policy shall constitute cancellation of the franchise. The declaration of coverage or any other document from the insurance company regarding notice, shall guarantee that the City shall receive 30 days written notice of cancellation or modification before the policy may be canceled or changed.

#### Section 4. **Franchise Not Exclusive**

The rights, power and authority granted herein are not exclusive.

Section 5.     **Rates**

Grantee shall be entitled to charge the inhabitants of the City for electricity furnished at the rates approved by the Michigan Public Service Commission, to the extent it, or its successors, have authority and jurisdiction to fix and regulate electrical rates and promulgate rules regulating such service in the City. Such rates and rules shall be subject to review and change any time upon petition being made by either the City acting through the City Commission or by Grantee.

Section 6.     **City Jurisdiction**

Grantee shall be and remain subject to all Ordinances, rules and regulations of the City now in effect or which might subsequently be adopted for the regulation of land uses or for the protection of the health, safety and general welfare of the public; provided, however, that nothing herein shall be construed as a waiver by Grantee of any of its existing or future rights under Michigan or Federal law or a limitation upon the existing or future powers of the City pursuant to its Charter or Michigan or Federal law.

Section 7.     **Michigan Public Service Commission**

A.     **Jurisdiction.** Grantee shall, as to all other conditions and elements of service not addressed or fixed by this Ordinance, remain subject to the rules and regulations applicable to electric service by the Michigan Public Service Commission, or its successor bodies.

B.     **Filing.** Grantee shall provide the City with copies of all documents which Grantee sends to the Michigan Public Service Commission and copies of all orders, decisions, or correspondence Grantee receives from the Public Service Commission, generally affecting its service or business, and in particular the City of Muskegon. Grantee shall permit City inspection and examination of all records it is required to maintain or file under Michigan Public Service Commission rules and regulations.

Section 8.     **Effective Date.**

This Ordinance shall take effect 30 days after adoption by the City Commission, provided, however, it shall cease and be of no affect after 30 days from its adoption unless and until within said period Grantee files an acceptance in writing with the City Clerk.

This ordinance adopted:

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

Adoption Date: January 11, 2000

Effective Date: February 11, 2000

First Reading: January 11, 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 11th 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 11, 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.

**EXHIBIT "A"**

**To**

**AN ORDINANCE GRANTING A NON-EXCLUSIVE FRANCHISE TO NORDIC ELECTRIC, L.L.C., TO USE LOCAL PUBLIC WAYS AND TO DO LOCAL ELECTRICAL BUSINESS IN THE CITY OF MUSKEGON, MICHIGAN.**

Pursuant to Section 1, A, o the above referenced Ordinance, the City of Muskegon (City) grant to Nordic Electric, L.L.C., it successors and assigns (Grantee), subject to the terms and conditions set forth in the above-referenced Ordinance, the non-exclusive right, power, and authority to construct, maintain, and use electric lines consisting as towers, masts, poles cross-arms, guys, braces, feeders, transmission and distribution wires, transformers, and other electrical appliances (Electric System) on, along, across, and under the highways, streets, alleys, and bridges (Public Ways) identified as follows:

**ALL PUBLIC WAYS WITHIN CITY LIMITS OF THE CITY OF MUSKEGON.**

**AN ORDINANCE GRANTING A NON-EXCLUSIVE  
FRANCHISE TO NORDIC ELECTRIC, L.L.C.,  
TO USE LOCAL PUBLIC WAYS AND DO LOCAL ELECTRICAL BUSINESS**

**WHEREAS, NORDIC ELECTRIC, L.L.C.**, its successors and assigns, seeks a public utility franchise to use the highways, streets, alleys, bridges, and other public places for the transmission of electricity, and to do local electric business in the City of Muskegon, and

**WHEREAS**, the City of Muskegon, Muskegon County, Michigan, is empowered, pursuant to the Michigan Constitution of 1963, and Chapter XIV of it's own City Charter, to grant public utility franchises by Ordinance,

**NOW, THEREFORE**, the City of Muskegon, Michigan Ordains:

**Section 1. Grant of Non-Exclusive Rights**

A. **Term; Revocable at Will.** City of Muskegon (City) grants to NORDIC ELECTRIC, L.L.C., its successors and assigns (Grantee), subject to the terms and conditions set forth below, the nonexclusive right, power and authority to construct, maintain and use electric lines consisting of towers, masts, poles, cross-arms, guys, braces, feeders, transmission and distribution wires, transformers and other electrical appliances (hereinafter "Electric System") on, along, across and under the highways, streets, alleys, and bridges (hereafter "Public Ways") as identified in Exhibit A to this Ordinance and to do local electric business in the City of Muskegon, Muskegon County, Michigan, for a period of five years. Notwithstanding the term of this agreement, it is revocable at will in accordance with the Michigan State Constitution, Article 7 Section 25.

B. **Location in Public Ways.** To the maximum extent possible, Grantee shall place its electrical system on, within, and along existing utility facilities in the Public Ways.

C. **Lease.** Grantee shall not lease or sublease any portion of its electrical system within the city to a person who by law is required to obtain the City's permission or consent to transaction business in the City and who lacks such permission or consent. Grantee shall not allow the property of a third party or non-electrical system wires or any other facilities to be overlashed, affixed or attached to any portion of its electrical system or allow other actions with a similar result without the written consent of the City Manager or that person's designee.

**Section 2. Use of Public Rights-of-Way by Grantee**

A. **No Burden on Public Ways.** Grantee and its contractors, subcontractors and the Grantee's Electric System shall not unduly burden or interfere with the present or future use of

**Commission Meeting Date: January 11, 1999**

**Date:** December 16, 1999  
**To:** Honorable Mayor and City Commissioners   
**From:** Planning & Economic Development  
**RE:** Rezoning request for property located at 270-318 Apple Ave.

---

**SUMMARY OF REQUEST:**

Request to rezone property located at 270-318 Apple Ave., between Fork and Emerald Streets, from B-2, Convenience and Comparison Business 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.

**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 Planned Unit Development for the site. The Committee of the Whole will review the request at their 1/10 meeting.

**CITY OF MUSKEGON**

**RESOLUTION #2000-13(e)**

**RESOLUTION OF DENIAL FOR REZONING REQUEST**

WHEREAS, a request to rezone property located at 270-318 Apple Ave., between Fork and Emerald Streets, from B-2, Convenience and Comparison Business 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 December 15, 1999, 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 Planned Unit Development for the site;

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

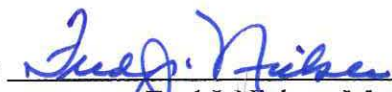
Adopted this 11<sup>th</sup> day of January, 2000.

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

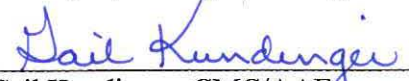
Nays: None

Absent: None

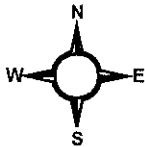
By: \_\_\_\_\_

  
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 11, 2000.

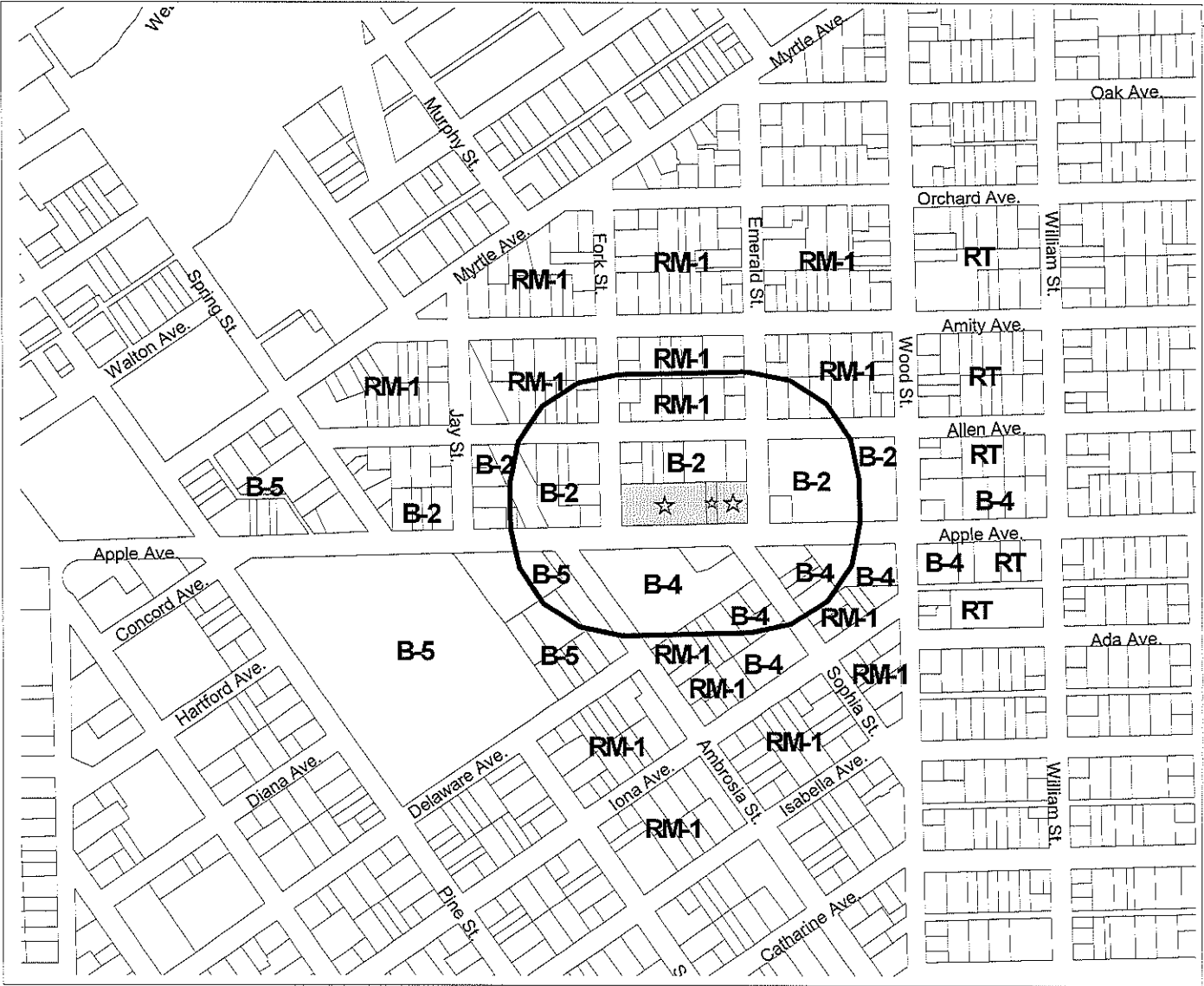
  
Gail Kunderinger, CMC/AAE  
Clerk, City of Muskegon

City of Muskegon  
Planning Commission  
Case #99-52



RT = Two-Family Residential  
RM-1 = Low Density Multiple-Family Residential  
B-2 = Convenience and Comparison Business  
B-4 = General Business  
B-5 = Governmental Services

☆ = Subject Property  
○ = Notice Area



**Staff Report (Excerpt)**  
CITY OF MUSKEGON  
PLANNING COMMISSION  
REGULAR MEETING

December 15, 1999

---

**Hearing; Case 99-52: Request to rezone property located at 270-318 Apple Ave. (between Fork and Emerald Streets) from B-2, Convenience and Comparison Business to B-4, General Business, by Clifford Dobben.**

**BACKGROUND**

Applicant: Clifford Dobben/Phillip Johnson II

Address/Location of Subject Property: 270-318 Apple Ave. (between Fork and Emerald Sts.)

Use: vacant

Current Zoning: B-2, Convenience and Comparison Business

Proposed Zoning: B-4, General Business

**STAFF OBSERVATIONS**

1. This property has been formerly used as a car dealership, a furniture store/outlet, mobile home sales lot, and is currently vacant.
2. The potential purchaser of the property would like to use it for auto sales and service. Auto service is allowed in the B-2 zoning district, under special use permit. Auto sales is only allowed in the B-4 zoning district, under special use permit. If this rezoning is approved, the potential purchaser must also apply for a special use permit for the property. If this rezoning is denied, the potential purchaser would be able to use the property for auto service, NOT auto sales, but would still have to apply for a special use permit for the property.
3. The Future Land Use Map shows the subject property as "Downtown/Lakeshore Redevelopment Area".
4. The Master Land Use Plan states:
  - ◆ *It is the goal of the Master Plan to maintain the residential integrity of the sub-area, while setting aside small segments suitable for commercial and industrial uses in a highly compatible, non-threatening fashion.*
  - ◆ *Strip commercial development of a mixed variety is found along Apple Avenue near the US-31 and Getty Street intersections. This development is consistent with those of the adjoining sub-areas. Isolated commercial parcels are found along Apple throughout its length.*

- ◆ *Apple Avenue is likely to experience additional demand for increased commercial use.*
  - ◆ *Apple Avenue lacks a comprehensive streetscape program.*
5. The Master Plan recommends for this sub-area:
    - ◆ *A comprehensive streetscape program should be prepared and implemented for Apple Avenue.*
    - ◆ *Clustered commercial development should be confined to the US-31 and Getty Street intersections, consistent with similar development identified in Sub-Areas 3 and 4.*
  6. A rezoning from B-2 to B-4 would allow more intensive commercial uses on this site, some of which may not be appropriate for the site.

## **ORDINANCE EXCERPT**

### **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.

### **RECOMMENDATION**

Staff recommends denial of the rezoning request. It is not consistent with the Master Plan or the City's goals of downtown redevelopment. The Master Plan recommends that B-4 (strip commercial) uses should be restricted to established commercial corridors such as Sherman Blvd, Laketon Ave. and Henry St.

### **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**.

**Date: December 29, 1999**  
**To: Honorable Mayor and City Commissioners**  
**From: Public Works – Water Filtration**  
**RE: Annual Water Treatment Chemical Bids**

---

**SUMMARY OF REQUEST:**

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

**FINANCIAL IMPACT:**

Annual cost of \$70,270.00 (based on average annual water pumped to mains).

**BUDGET ACTION REQUIRED:**

None at this time.

**STAFF RECOMMENDATION:**

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

**COMMITTEE RECOMMENDATION**

## MEMORANDUM

12/29/99

TO: R. KUHN, DPW  
FROM: R. VENEKLASEN, WFP  
RE: CHEMICAL BIDS – WATER FILTRATION PLANT

---

### **BACKGROUND**

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

### **HISTORICAL CHEMICAL COSTS**

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

| YEAR          | ALUMINUM SULFATE | CHLORINE          | FLUORIDE |
|---------------|------------------|-------------------|----------|
| 1989          | 138.08           | 450.00            | 207.33   |
| 1990          | 141.79           | 460.00            | 160.00   |
| 1991          | 144.65           | 330.00            | 152.72   |
| 1992          | 143.00           | 235.00            | 150.88   |
| 1993          | 138.92           | 375.00            | 153.00   |
| 1994          | 136.89           | 375.00            | 165.00   |
| 1995          | 136.80           | 360.00            | 153.50   |
| 1996 (6 mos.) | 136.29           | 395.00            | 138.80   |
| 1997          | 125.00           | 332.00            | 129.00   |
| 1998          | 125.00           | 332.00 (7 months) | 129.00   |
| 1999          | 125.00           | 107.67            | 141.50   |

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

In January of 1998 joint bids were released for Sodium Hypochlorite with the Cities of Wyoming and Holland as they, along with Muskegon, are the only Plant that use Hypochlorite. Again the process was successful and a favorable cost was obtained for the Hypochlorite.

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

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

### **CHEMICAL BIDDING FOR 2000**

1999 was the third, and last, year of the original bids for Aluminum Sulfate and is the second year for Hypochlorite. Fluoride was re-bid for 1999 in the same three-year format.

The Fluoride supplier, Lucier Chemical, Inc. (LCI), has indicated that they will honor the current price of \$141.50 per ton for 2000. The Sodium Hypochlorite supplier, Alexander Chemical has indicated that they will also honor the current price of \$107.67 per ton for next year.

The Aluminum Sulfate supplier, General Chemical, indicated they would not be extending the current three year contract for a fourth year. Aluminum Sulfate was jointly bid for 2000, with the following results:

| SUPPLIER                      | YEAR        | GR. ONLY | WM COOP  | GR & WM COOP |
|-------------------------------|-------------|----------|----------|--------------|
| General Alum & Chem.<br>(GAC) | 1           | \$148.99 | \$148.99 | \$148.50     |
|                               | 2           | No Bid   | No Bid   | No Bid       |
| General Chemical              | 1           | No Bid   | No Bid   | \$136.50     |
|                               | 2           | No Bid   | No Bid   | 136.50       |
| Mays Chemical Co.             | No Response |          |          |              |
| Rowell Chemical               | No Response |          |          |              |

The results display that General Chemical is the low bidder for the cooperative joint purchasing group at a cost of \$136.50 per Ton for a two-year period.

#### **SUMMARY**

The joint cooperative chemical bids for 2000 are as follows:

| CHEMICAL            | SUPPLIER           | COST     |
|---------------------|--------------------|----------|
| Aluminum Sulfate    | General Chemical   | \$136.50 |
| Sodium Hypochlorite | Alexander Chemical | \$107.67 |
| Fluoride            | Lucier Chemical    | \$141.50 |

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

#### **RECOMMENDATION**

It is my recommendation that the Mayor and City Commission endorse the three low bids received with the joint purchase approach; for aluminum sulfate, sodium hypochlorite, and fluoride, respectively.

# BID FORM

City of Grand Rapids, Purchasing Department  
300 Monroe, N.W. (Rm. 720), Grand Rapids, MI 49503

Linda Satchfield Conners, Purchasing Agent/Director (616) 456-3173



Bid Opening: 12-13-99 11:00 a.m. (Late bids will not be accepted)  
Bid Ref. #: 885-77-03 For: CHEMICALS, ALUMINUM SULFATE  
Department: LAKE MI FILTRATION Contact: BUYER  
Buyer: LINDA SATCHFIELD

| ITEM - QUANTITY - DESCRIPTION | UNIT PRICE | EXTENSION |
|-------------------------------|------------|-----------|
|-------------------------------|------------|-----------|

BIDS ARE REQUESTED FOR A TERM CONTRACT FOR THE PURCHASE OF LIQUID ALUMINUM SULFATE AS PER THE SPECIFICATIONS CONTAINED HEREIN.

**CITY OF GRAND RAPIDS OPTION 1:**

|                                                                                                                                                                                                      | YEAR 1                | YEAR 2                |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------|-----------------------|
| 1. 830 TONS LIQUID ALUMINUM SULFATE, WEIGHT<br>SHALL BE BASED ON DRY WEIGHT (17%)<br>GENERAL<br>SPECIFY MANUFACTURER <u>CHEMICAL</u> CORPORATION<br>PRODUCT NAME <u>LIQUID ALUMINUM SULFATE</u> BID. | \$ <u>      </u> /TON | \$ <u>      </u> /TON |
| STATE DELIVERY DAYS FROM PLACEMENT OF ORDER <u>1-2</u>                                                                                                                                               | CAL. DAYS             |                       |

**WEST MICHIGAN COOPERATIVE PURCHASE AGENCIES OPTION 1A:**

|                                                                                                                                                                                                         |                       |                       |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------|-----------------------|
| 1A. 1,170 TONS LIQUID ALUMINUM SULFATE, WEIGHT<br>SHALL BE BASED ON DRY WEIGHT (17%)<br>GENERAL<br>SPECIFY MANUFACTURER <u>CHEMICAL</u> CORPORATION<br>PRODUCT NAME <u>LIQUID ALUMINUM SULFATE</u> BID. | \$ <u>      </u> /TON | \$ <u>      </u> /TON |
| STATE DELIVERY DAYS FROM PLACEMENT OF ORDER <u>1-2</u>                                                                                                                                                  | CAL. DAYS             |                       |

**CITY OF GRAND RAPIDS AND THE WEST MICHIGAN COOPERATIVE PURCHASE AGENCIES TOTAL OPTION 1B:**

|                                                                                                                                                                                                         |                                                                        |                       |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------|-----------------------|
| 1B. 2,000 TONS LIQUID ALUMINUM SULFATE, WEIGHT<br>SHALL BE BASED ON DRY WEIGHT (17%)<br>GENERAL<br>SPECIFY MANUFACTURER <u>CHEMICAL</u> CORPORATION<br>PRODUCT NAME <u>LIQUID ALUMINUM SULFATE</u> BID. | * \$ <u>136.50</u> /TON<br>(BASIS 17% AL <sub>2</sub> O <sub>3</sub> ) | \$ <u>136.50</u> /TON |
| STATE DELIVERY DAYS FROM PLACEMENT OF ORDER <u>1-2</u>                                                                                                                                                  | CAL. DAYS                                                              |                       |

BIDDERS ARE REQUIRED TO SUBMIT MATERIAL SAFETY DATA SHEETS, ALUMINUM TRIHYDRATE CERTIFICATION, ANSI/NSF CERTIFICATION, AND COMPLETE ALL THE INFORMATION REQUESTED WITH THE BID; FAILURE TO DO SO MAY RESULT IN THE BID BEING REJECTED AS NON-RESPONSIVE.

DELIVERY/COMPLETION TIME 1-2 DAYS RECEIPT OF ORDER        F.O.B. Delivered, Freight Included. CASH DISCOUNTS will be allowed for prompt payment as follows: -0- % cash discount if paid within 30 days or more from delivery and acceptance of goods or completion of service. [See Item Cash Discounts under General Conditions, Instructions to Bidders]

I hereby state that: 1) all of the information I have provided is true, accurate and complete, and 2) that I have authority to submit this bid, which will become a binding contract, if accepted by the City, 3) that I have not communicated with, nor accepted anything of value from an official or employee of the City that would tend to destroy or hinder free competition, and 4) that I have read, and understand and agree to be bound by all of the terms in this bid document.

GENERAL CHEMICAL CORPORATION

Name of Company, Corporation, etc.

90 EAST HALSEY ROAD

Street Name & Number

PARSIPPANY, NJ

City & State

07054

Zip Code

Date DECEMBER 6, 1999

Phone 800-631-8050

BIDDER SHALL SIGN HERE

By: Mary R. Verrone

Name: MARY R. VERRONE

SPECIALIST CUSTOMER SERVICE SYSTEM

**TERMS & CONDITIONS**

Bidders are requested to complete information requested herein; Failure to do so may result in the bid being rejected as non-responsive. The City reserves the right to use responses to these questions in the award of the bid.

**CONTRACT TERM**

THE CONTRACT TERM SHALL BE FOR A ONE-YEAR PERIOD, WITH ONE, ONE YEAR RENEWALS AVAILABLE UPON APPROVAL OF THE PURCHASING AGENT.

**PRICES**

SHALL REMAIN FIRM FOR EACH YEAR OF THE CONTRACT.

**RENEWAL OPTIONS**

THE CITY RESERVES THE RIGHT TO RENEW THE CONTRACT FOR TWO ADDITIONAL ONE (1) YEAR TERMS AT THE PRICES CONTAINED HEREIN UPON APPROVAL OF THE PURCHASING AGENT.

**QUANTITIES**

HEREIN SHALL BE FOR COST ANALYSIS ONLY AND ARE NOT A GUARANTEE OF MINIMUM OR MAXIMUM QUANTITIES TO BE PURCHASED BY THE CITY.

**ORDERS**

SHALL BE PLACED TO RELEASE ITEMS LISTED HEREIN ON AN "AS NEEDED" BASIS FROM THE ORDERING DEPARTMENT, IN LOTS OF 12 CYLINDERS PER SHIPMENT.

ALL SHIPMENTS SHALL BE F.O.B. DELIVERED, FREIGHT INCLUDED.

**STANDARD DELIVERY:**

THE VENDOR SHALL DELIVER BID ITEMS, MONDAY THROUGH FRIDAY 9:00 A.M. - 2:00 P.M. EST. EXCLUDING HOLIDAYS. THE VENDOR SHALL DELIVER ITEMS TO EACH LOCATION ORDERING THE ITEMS. THE CITY OF GRAND RAPIDS AS WELL AS COOPERATIVE PURCHASE AGENCIES MAY HAVE MORE THAN ONE DELIVERY LOCATION. WHILE EVERY EFFORT SHALL BE MADE TO CONSOLIDATE SHIPMENTS, THE VENDOR SHALL BE AWARE THAT DELIVERIES MAY BE FREQUENT, AND TO MULTIPLE LOCATIONS THROUGHOUT THE WEST MICHIGAN AREA. EVIDENCE OF TANKER WASHOUT AND NSF SHIPMENT SHALL BE PROVIDED WITH EACH DELIVERY.

**EMERGENCY DELIVERY:**

THE CONTRACTOR SHALL DELIVERY "EMERGENCY" (AS DETERMINED BY THE INDIVIDUAL PROJECT MANAGERS) RELEASES WITHIN (1) ONE WORKING DAY OF REQUEST. THE CONTRACTOR SHALL ADVISE THE REQUESTING DEPARTMENT OF APPROXIMATE CHARGES AND OBTAIN THE DEPARTMENTS APPROVAL, PRIOR TO FILLING THE ORDER.

**STANDARD DELIVERY:**

THE VENDOR SHALL DELIVER THE GOODS, MONDAY THROUGH FRIDAY 9:00 A.M. - 2:00 P.M. EST. EXCLUDING HOLIDAYS. THE VENDOR SHALL BE AWARE THAT DELIVERIES MAY BE FREQUENT.

**EMERGENCY DELIVERY:**

THE CONTRACTOR SHALL DELIVERY "EMERGENCY" (AS DETERMINED BY THE PROJECT MANAGER). THE CONTRACTOR SHALL ADVISE THE REQUESTING DEPARTMENT OF APPROXIMATE CHARGES AND OBTAIN THE DEPARTMENTS APPROVAL, PRIOR TO FILLING THE ORDER.

**TERMS & CONDITIONS**

**AWARD CRITERIA/BIDDER SELECTION:**

THE SELECTION OF THE SUCCESSFUL BIDDER WILL BE BASED ON A COMBINATION OF FACTORS WHICH, IN THE CITY'S OPINION, WILL BEST SERVE THE CITY'S INTEREST IN OBTAINING THE DESIRED SERVICE LEVELS. FACTORS THAT WILL BE CONSIDERED, BUT SHALL NOT BE LIMITED TO ARE:

- A. DELIVERY TIME
- B. PRICES
- C. RESPONSIVENESS TO THE BID.
- D. QUALITY OF GOODS BID

THE CITY RESERVES THE RIGHT TO ACCEPT OPTION #1, #1A, OR #1B, AND TO SPLIT THE AWARD TO ONE OR MORE VENDORS.

ALL RESPONSES SHALL BE CONTAINED WITHIN THIS FORM, NO SEPARATE SCHEDULES SHALL BE RECOGNIZED. THE CITY SHALL NOT BE BOUND BY ANY PART(S) OF ANY BIDDER'S RESPONSE TO THE BID WHICH CONTAINS INFORMATION, OPTIONS, CONDITIONS, TERMS, OR PRICES NOT REQUESTED NOR REQUIRED IN THE BID.

**PROJECT MANAGER:**

THE PROJECT MANAGER WHEN HEREINAFTER USED SHALL REFER TO THE ADMINISTRATOR OR DESIGNATED REPRESENTATIVE RESPONSIBLE FOR THE FACILITIES AS DEFINED HEREIN AND WILL BE THE CONTACT PERSON FOR THE SUCCESSFUL CONTRACTOR FOR DAY-TO-DAY OPERATIONS. THE PURCHASING DIRECTOR AND PURCHASING PROJECT BUYER WILL SERVE AS CONTACTS FOR ALL CONTRACTUAL ISSUES.

**PRODUCT SUPPLY:**

CONTRACTOR SHALL GUARANTEE AN ADEQUATE SUPPLY OF ALL COMMODITIES / SERVICES BID FOR THE CITY USE AS SPECIFIED HEREIN, AND AT THE PRICES BID, UNDER ALL MARKET CONDITIONS FOR THE LIFE OF THE CONTRACT.

**INVOICING:**

ORIGINAL INVOICE AND TWO COPIES SHALL BE SUBMITTED TO THE USING DEPARTMENT WITHIN 7 DAYS OF DELIVERY TO AND ACCEPTANCE OF GOODS. INVOICES SHALL INCLUDE THE FOLLOWING INFORMATION:

- A. UNIT COST AND TOTAL COST OF GOODS
- B. NAME OF THE AGENCY / DEPARTMENT GOODS WERE DELIVERED TO
- C. AGENCY / DEPARTMENT PURCHASE ORDER NUMBER
- D. DELIVERY AND INVOICE DATES

ALL INVOICING OF GOODS AND SERVICES RELATED TO THE PROJECT SHALL BE FORWARDED THE USING AGENCIES PROJECT MANAGER.

THE CITY OF GRAND RAPIDS OR COOPERATIVE PURCHASE AGENCIES.

WE WILL SUPPLY THE COMMODITIES AND/OR SERVICES ON THIS BID, AT THE PRICES AND TERMS AS SPECIFIED HEREIN, TO THE CITY OF GRAND RAPIDS DEPARTMENTS, AND OTHER AUTHORIZED LOCAL UNITS OF GOVERNMENT AS CONTAINED HEREIN. YES   x   NO       .

company name

MARY R. VERRONE SPECIALIST, CUSTOMER SERVICE SYSTEM

print or type

*Mary R. Verrone*

signature

ALL PURCHASE ORDERS SHALL BE SUBMITTED BY, INVOICES BILLED TO, AND PAYMENT REMITTED BY, THE AUTHORIZED DEPARTMENTS AND OTHER LOCAL UNITS OF GOVERNMENT ORDERING THE COMMODITIES AND/OR SERVICES.

BIDDER GENERAL CHEMICAL CORPORATION

**TERMS AND CONDITIONS**

**MODIFICATIONS:**

THIS CONTRACT SHALL NOT BE MODIFIED, AMENDED, EXTENDED, OR AUGMENTED WITHOUT PRIOR APPROVAL OF THE CITY OF GRAND RAPIDS PURCHASING DIRECTOR/BUYER. CITY COMMISSION APPROVAL MAY ALSO BE REQUIRED. CHANGE ORDERS OF ANY NATURE REFLECTING A MODIFICATION TO THIS CONTRACT, OR ANY INCREASE OR DECREASE IN COSTS, SHALL NOT BE PERMITTED WITHOUT PRIOR APPROVAL OF THE CITY OF GRAND RAPIDS PURCHASING DIRECTOR/BUYER. FAILURE TO COMPLY SHALL RESULT IN NON-PAYMENT OF THE ADDITIONS AND CANCELLATION OF THE CONTRACT.

**CANCELLATION:**

THE CITY OF GRAND RAPIDS RETAINS THE RIGHT TO CANCEL THIS CONTRACT FOR ANY OR NO REASON WITH THIRTY DAYS WRITTEN NOTICE, AT NO COST TO THE CITY OF GRAND RAPIDS.

**SPECIFICATIONS**

**BID ITEM #1, #1A, #1B:**

CHEMICAL BID SHALL BE FOR USE IN PRODUCTION OF POTABLE WATER AND SHALL CONFORM WITH AWWA STANDARD B403-93, OR MOST RECENT STANDARDS AND ANSI/NSF STANDARDS 60 AND 61, AND CERTIFICATION SHALL ACCOMPANY EACH DELIVERY. THE PRODUCT SHALL BE MANUFACTURED FROM ALUMINA TRIHYDRATE (ATH), SHALL NOT EXCEED 75PPM IRON CONTENT, AND CERTIFICATION OF SUCH SHALL BE PROVIDED WITH THE BIDDOCUMENT AND EACH DELIVERY. PRODUCT IS TO BE SHIPPED IN MANUFACTURERS OWNED AND OPERATED TANK TRUCK UNLESS OTHERWISE AUTHORIZED BY THE CITY OF GRAND RAPIDS OR COOPERATIVE PURCHASE AGENCY PROJECT MANAGER.

EACH SHIPMENT SHALL CONTAIN A NSF CERTIFICATION AND TANKER WASHOUT PAPERWORK.

**ESTIMATED ANNUAL QUANTITIES CITY OF GRAND RAPIDS AND WEST MICHIGAN COOPERATIVE PURCHASE AGENCIES:**

| ANNUAL<br>BID ITEMS #1,#1A,#1B: | DELIVERY QTY | AGENCY                                         |
|---------------------------------|--------------|------------------------------------------------|
| 830 TONS                        | TANK TRUCK   | CITY OF GRAND RAPIDS, LAKE MICHIGAN FILTRATION |
| 220 TONS                        | TANK TRUCK   | CITY OF HOLLAND, WATER PLANT                   |
| 700 TONS                        | TANK TRUCK   | CITY OF WYOMING, WATER PLANT                   |
| 40 TONS                         | TANK TRUCK   | CITY OF GRAND HAVEN, WATER PLANT               |
| 210 TONS                        | TANK TRUCK   | CITY OF MUSKEGON, WATER PLANT                  |

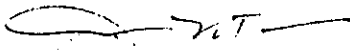
ALL SHIPMENTS SHALL BE F.O.B. DELIVERED FREIGHT INCLUDED TO THE ORDERING AGENCY.  
F.O.B. TERMS OTHER THAN "F.O.B. DELIVERED" SHALL NOT BE ACCEPTED.

Delegation of Authority

I, James N. Tanis, a Vice President of General Chemical Corporation, do hereby delegate and appoint the following employees of General Chemical Corporation to execute all contracts and instruments, including bids, proposals and quotations, which in the ordinary course of business are processed by the Customer Service Group of the Corporation:

Kim A. Boyer  
Kenneth H. Donohue  
Gregory A. Galemore  
Mary R. Verrone

Set forth below is a certified copy of the resolution of the Corporation authorizing such action.

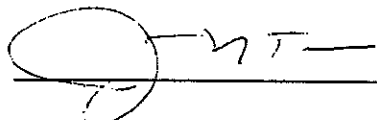
  
\_\_\_\_\_  
James N. Tanis  
Vice President

CERTIFICATE OF SECRETARY

I, Michael R. Herman, hereby certify that I am Vice President and Secretary of GENERAL CHEMICAL CORPORATION, a Delaware corporation, and that set forth below is a true and correct copy of resolution of the Board of Directors, adopted by unanimous written Consent as of the 2nd day of June, 1986, and that the same has not been modified or revoked and is on the date hereof in full force and effect:

RESOLVED that any officer of the Corporation be, and he hereby is, authorized to delegate, with the right of further delegation, to any other officer, employee or agent of the Corporation, all or any part of the authority granted to them by the Board of Directors; and that any such delegations may be general or specific and subject to such limitations and restrictions as the delegating officer shall determine.

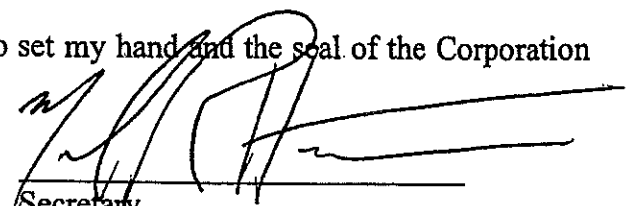
I FURTHER CERTIFY that James N. Tanis is a duly elected Vice President of the Corporation and holds such office on the date hereof, and that set forth below is the genuine signature of such officer:

  
\_\_\_\_\_

This Delegation of Authority replaces and supersedes that certain Delegation of Authority dated May 15, 1998

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Corporation this 18th day of June, 1999.

[SEAL]

  
\_\_\_\_\_  
Secretary



Customer Service System

90 East Halsey Road  
Parsippany, NJ 07054  
Tel: 800-631-8050

**RE: BID ON ALUMINUM SULFATE**

The current typical analysis for Iron Free and Low Iron Liquid Aluminum Sulfate is as follows:

|                                                   | <u>IRON FREE</u> | <u>LOW IRON</u> |
|---------------------------------------------------|------------------|-----------------|
| % Total Soluble Al <sub>2</sub> O <sub>3</sub>    | 8.0              | 8.3             |
| % Free Al <sub>2</sub> O <sub>3</sub>             | 0.1              | 0.1             |
| % Total Iron (as Fe <sub>2</sub> O <sub>3</sub> ) | 0.005            | <0.02           |
| % Actual Fe <sub>2</sub> O <sub>3</sub>           | NOT APPLICABLE   | NOT APPLICABLE  |
| % Insoluble in water                              | 0.004            | 0.004           |

This is to certify that Aluminum Sulfate as produced by General Chemical Corporation/Formerly a Part of Allied Chemical Company will meet AWWA Standard B-403-93 in every respect.

Mary R. Verrone  
Mary R. Verrone  
Specialist, Customer Service System

Subscribed and sworn to before me this 9<sup>th</sup> day of December 1999.

Lisa Brownlee  
Notary Public of New Jersey

LISA BROWNLEE  
NOTARY PUBLIC OF NEW JERSEY  
Commission Expires 11/3/2002

kb\c:typicalb.doc



NSF International

Ann Arbor, MI • Sacramento, CA • Washington, D.C. • Brussels, Belgium

September 27, 1999

MS. DENISE CROTTY  
GENERAL CHEMICAL CORPORATION  
90 EAST HALSEY ROAD  
PARSIPPANY, NJ 07054

Re: Revised Official Listing  
Standard 60

Dear Ms. Crotty:

It is my pleasure to enclose your revised Official Listing. Please review it for accuracy, including footnotes. If you have any questions or concerns about this revision, please promptly contact your NSF Representative.

GENERAL CHEMICAL CORPORATION is authorized to use the NSF Mark for products specified on this Official Listing.

As an NSF Listed Company, you are responsible for compliance with all NSF requirements for Certification services. Please note that your Listed products must bear the NSF Mark unless specifically exempted by policy. The NSF Mark is used with your Company's Listed products that are manufactured after this Official Listing date.

The enclosed certificate(s), suitable for framing, may be displayed at your corporate location and each NSF-Listed facility. Additional copies may be purchased by contacting your Program Representative, Mary K. Bright at 734/769-5525.

Sincerely,

A handwritten signature in cursive script that reads "Connie L. Berry".

Connie L. Berry, Manager  
Certification Records

encl. Revised Official Listing  
Certificate

**Commission Meeting Date: January 11, 2000**

**Date: January 5, 2000**  
**To: Honorable Mayor and City Commissioners**  
**From: Planning & Economic Development**  
**RE: Sale of Buildable Lot on Yuba Street in Jackson Hill**

---

**SUMMARY OF REQUEST:**

To approve the sale of the vacant buildable lot described as map number 24-31-20-134-007 to Eva Shannon. Ms. Shannon intends to build a 2,100 square foot single-family home w/ an attached garage. The appraised value of the parcel is \$3,500 and Ms. Shannon submitted the only bid of \$3,510. Staff recommends approval of the sale contingent upon Ms. Shannon following through with the design of the house as presented to staff and the LRC.

**FINANCIAL IMPACT:**

The sale of the parcel will relieve the City of continued maintenance costs.

**BUDGET ACTION REQUIRED:**

None

**STAFF RECOMMENDATION:**

Staff recommends approval of the sale with the aforementioned contingency, as well as, authorization for both the Mayor and the Clerk to sign the attached resolution.

**COMMITTEE RECOMMENDATION:**

The LRC endorsed the sale of the property with the above contingency at their November meeting.

Resolution No. 2000-13(g)

**MUSKEGON CITY COMMISSION**

RESOLUTION APPROVING THE SALE OF A BUILDABLE LOT ON YUBA STREET IN JACKSON HILL FOR \$3,510.

WHEREAS, Ms. Eva Shannon has submitted the only bid of \$3,510 for the property for construction of a 2,100 square foot single-family home,

Whereas, Ms. Shannon has already placed a \$200 good faith deposit for the property identified by map # 24-31-20-134-007;

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

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

NOW THEREFORE BE IT RESOLVED, map # 24-31-20-134-007 be sold to the above-mentioned buyer contingent upon the house design presented to staff and the LRC.

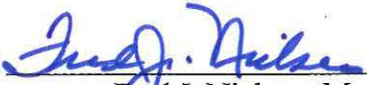
**(All of Lots 1 and 2 and NLY ½ Lot 3 Blk 137)**

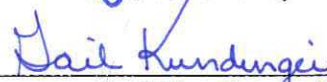
Adopted this 11th day of January, 2000

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

Nays: None

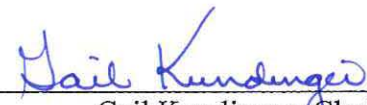
Absent None

By:   
Fred J. Nielsen, Mayor

Attest:   
Gail Kunderger, Clerk

**CERTIFICATION**

I hereby certify that the foregoing constitutes a true and complete copy of a resolution adopted by the City Commission of the City of Muskegon, County of Muskegon, Michigan at a regular meeting held on January 11, 2000.

By:   
Gail Kunderger, Clerk



QUIT-CLAIM DEED

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

QUIT CLAIMS to EVA SHANNON, of 1480 Willow Drive Apt B Muskegon, MI 49441,

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

Lots 1 and 2 and the Northerly 1/2 of Lot 3, all in Block 137, of the Revised Plat of 1903 of the City of Muskegon.

for the sum of Three Thousand Five Hundred Ten (\$3,510) Dollars.

PROVIDED, HOWEVER, Grantee, or her assigns, shall substantially complete construction of a single-family home on the premises herein conveyed, up to all codes, within eighteen (18) months after the date hereof. In default of such construction, title to the premises shall revert to the City of Muskegon free and clear of any claim of Grantee, or her assigns; and, in addition thereto, the City of Muskegon may retain the consideration for this conveyance free and clear of any claim of Grantee, or her assigns. "Complete construction" means: (1) issuance of a residential building permit by the City of Muskegon; and, (2) in the sole opinion of the City of Muskegon's Director of Inspections, substantial completion of the dwelling described in the said building permit. In the event of reversion of title of the above described premises, improvements made thereon shall become the property of the Grantor. Furthermore, Grantee has covenanted that the home shall be owner occupied for five (5) years from the date of this deed.

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

Dated this 18th day of February, 2000.

Signed in the presence of:

Shawna Hull  
Shawna Hull

Linda Potter  
Linda Potter

CITY OF MUSKEGON

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

and Gail A. Kunderger  
Gail A. Kunderger, Its Clerk

STATE OF MICHIGAN  
COUNTY OF MUSKEGON

The foregoing instrument was acknowledged before me this 18th day of February, 2000, FRED J. NIELSEN and GAIL A. KUNDINGER, Mayor and Clerk, respectively, of the CITY OF MUSKEGON, a municipal corporation, on behalf of the City.

PREPARED BY: G. Thomas Johnson  
G. Thomas Johnson, Parmenter O'Toole  
175 W. Apple Ave., MI 49443-0786  
WHEN RECORDED RETURN TO: Grantee

Linda S. Potter  
Linda S. Potter Notary Public, Muskegon County, MI  
My commission expires: 9-25-02  
SEND SUBSEQUENT TAX BILLS TO: Grantee

## **REAL ESTATE PURCHASE AGREEMENT**

THIS AGREEMENT is made January 11, 2000, by and between the **CITY OF MUSKEGON**, a municipal corporation, with offices at 933 Terrace, Muskegon, Michigan 49440 ("Seller"), and **EVA SHANNON**, of 1480 Willow Dr. Muskegon, Michigan 4944\_\_ ("Buyer").

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

Lots 1 and 2 and the Northerly 1/2 of Lot 3, all in Block 137, of the Revised Plat of 1903 of the City of Muskegon.

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

2. **Purchase Price and Manner of Payment.** The purchase price for the Premises shall be Three Thousand Five Hundred Ten Dollars (\$3,510) payable, in cash, 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.

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

5. **Covenant to Construct Improvements and Use.** Buyer acknowledges that, as part of the consideration inuring to the City, Buyer covenants and agrees to construct on the premises a single family home, up to all codes, within eighteen (18) months of the closing of this transaction. The home shall be substantially completed by that time and, in the event said

substantial completion has not occurred, in the sole judgement of the City, the property and all improvements then installed shall revert in title to the City, without any compensation or credit to Buyer. Buyer further covenants that the home shall be owner occupied for five (5) years after the closing. The covenants in this paragraph shall survive the closing and run with the land.

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

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

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

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

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

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

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

RESULT OF SUCH INSPECTION AND INVESTIGATION AND NOT DUE TO ANY REPRESENTATIONS MADE BY OR ON BEHALF OF SELLER.

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

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

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

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

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

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

15. **General Provisions.**

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

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

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

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

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

f. **Severability.** In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of 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:

Shauna Hull  
Shauna Hull

Linda Potter  
Linda Potter

SELLER: CITY OF MUSKEGON

By Fred J. Nielsen  
Fred J. Nielsen, Mayor

By Gail A. Kunding  
Gail A. Kunding, Clerk

Eva Shannon  
Eva Shannon

BUYER:

Eva Shannon  
Eva Shannon  
Social Security No. 571607105

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

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

TRANSNATION TITLE INSURANCE COMPANY

Date: June 8, 2000  
Escrow Number: 409221

Property Address: Vacant Land Cross  
Muskegon, Michigan

| SELLER'S STATEMENT       |    |          |             |
|--------------------------|----|----------|-------------|
|                          |    | DEBIT    | CREDIT      |
| Purchase Price           | \$ |          | \$ 3,510.00 |
| EXISTING LOAN            |    |          |             |
| Deposit of earnest money |    | 3,510.00 |             |
| CLOSING FEES             |    | 150.00   |             |
| OWNERS PREMIUM           |    | 150.00   |             |
| Recording Fees           |    | 9.00     |             |
| Real Estate Commission   |    |          |             |
| Sub Total                | \$ | 3,819.00 | \$ 3,510.00 |
| Receipt due from Seller  |    |          | \$ 309.00   |
| TOTALS                   | \$ | 3,819.00 | \$ 3,819.00 |

\*\*\*\*\*

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

Seller(s) Signature(s):

City of Muskegon

BY

Tamika A. Hale, Asst. Planner

AFFIDAVIT OF TITLE

STATE OF MICHIGAN  
COUNTY OF Muskegon

} SS

Title Commitment # 409221

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

Vacant Land Cross  
Muskegon, Michigan

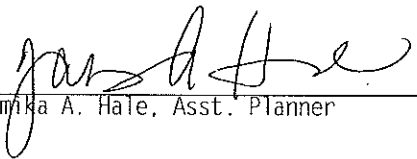
AND

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

Seller(s):

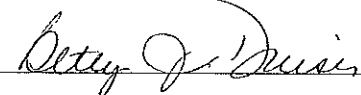
City of Muskegon

BY

  
Tamika A. Hale, Asst. Planner

Subscribed and sworn to, before me a Notary Public, this 8th day of June, 2000

BETTY J. DUISER, NOTARY PUBLIC  
MUSKEGON COUNTY, STATE OF MICHIGAN  
MY COMMISSION EXPIRES 06/22/01

  
Notary Public \_\_\_\_\_ County \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

SURVEY WAIVER

Date: June 8, 2000

RE: 409221

To: TRANSNATION TITLE INSURANCE COMPANY

Property Address:

Vacant Land Cross

Muskegon, Michigan

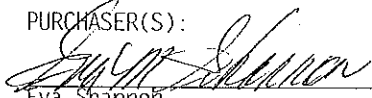
County: Muskegon

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

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

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

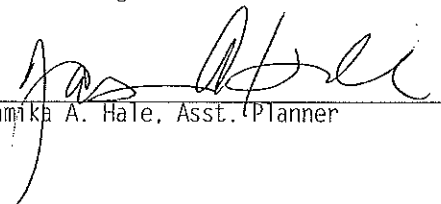
PURCHASER(S):

  
Eva Shannon

SELLER(S):

City of Muskegon

BY

  
Tamika A. Hale, Asst. Planner

MUSKEGON REAL ESTATE BOARD  
ADDENDUM TO BUY and SELL AGREEMENT

Date: June 8, 2000,

Office of Phone REALTOR, MUSKEGON, MI

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

Lot 1, Lot 2 and the Northerly 1/2 of Lot 3, Block 137, Revised Plat (of 1903) of the City of Muskegon, as recorded in Liber 3 of Plats, Page 71, Muskegon County Records.

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

Seller to pay all closing cost including the recording of the deed.

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

Betty Davis  
Witness

Eva Shannon  
Eva Shannon

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

Betty Davis  
Witness

City of Muskegon

BY Tamika A. Hale  
Tamika A. Hale, Asst. Planner

**Commission Meeting Date: January 11, 2000**

**Date: January 5, 2000**  
**To: Honorable Mayor and City Commissioners**  
**From: Planning & Economic Development**  
**RE: Sale of Buildable Lot on Morgan Street in Marquette**

---

**SUMMARY OF REQUEST:**

To approve the sale of the vacant buildable lot described as map number 24-31-21-202-008 to Timothy A. Richards of 1071 Marquette Ave. Mr. Richards intends to build a 2,200 square foot single-family home with an attached 3 car garage. The appraised value of the parcel is \$5,000 and Mr. Richards submitted the only bid of \$5,100. Staff recommends approval of the sale contingent upon Mr. Richards following through with the design of the house as presented to staff and the LRC.

**FINANCIAL IMPACT:**

The sale of the parcel will relieve the City of continued maintenance costs.

**BUDGET ACTION REQUIRED:**

None

**STAFF RECOMMENDATION:**

Staff recommends approval of the sale with the aforementioned contingency, as well as, authorization for both the Mayor and the Clerk to sign the attached resolution.

**COMMITTEE RECOMMENDATION:**

The LRC endorsed the sale of the property with the above contingency at their November meeting.

Resolution No. 2000-13(h)

**MUSKEGON CITY COMMISSION**

RESOLUTION APPROVING THE SALE OF A BUILDABLE LOT ON MORGAN STREET IN MARQUETTE FOR \$5,100.

WHEREAS, Mr. Timothy Richards has submitted the only bid of \$5,100 for the property for construction of a 2,200 square foot single-family home,

Whereas, Mr. Richards has already placed a \$200 good faith deposit for the property identified by map # 24-31-21-202-008;

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

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

NOW THEREFORE BE IT RESOLVED, map # 24-31-21-202-008 be sold to the above-mentioned buyer contingent upon the house design presented to staff and the LRC.

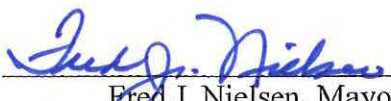
**(Urban Renewal Plat No 4 Lots 870 to 872)**

Adopted this 11th day of January, 2000

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

Nays: None

Absent None

By:   
Fred J. Nielsen, Mayor

Attest:   
Gail Kunding, Clerk

**CERTIFICATION**

I hereby certify that the foregoing constitutes a true and complete copy of a resolution adopted by the City Commission of the City of Muskegon, County of Muskegon, Michigan at a regular meeting held on January 11, 2000.

By:   
Gail Kunding, Clerk



School St.

Brusse Ave.

Creston St.

Parcel #61-31-21-202-008



Morgan Ave.

QUIT-CLAIM DEED

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

QUIT CLAIMS to TIMOTHY RICHARDS, a married man, of 1071 Marquette, Muskegon, MI 49442,

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

Lots 870 to 872 Urban Renewal Plat No. 4;

for the sum of Five Thousand One Hundred (\$5,100) Dollars.

PROVIDED, HOWEVER, Grantee, or his assigns, shall substantially complete construction of a single-family home on the premises herein conveyed, up to all codes, within eighteen (18) months after the date hereof. In default of such construction, title to the premises shall revert to the City of Muskegon free and clear of any claim of Grantee, or his assigns; and, in addition thereto, the City of Muskegon may retain the consideration for this conveyance free and clear of any claim of Grantee, or his assigns. "Complete construction" means: (1) issuance of a residential building permit by the City of Muskegon; and, (2) in the sole opinion of the City of Muskegon's Director of Inspections, substantial completion of the dwelling described in the said building permit. In the event of reversion of title of the above described premises, improvements made thereon shall become the property of the Grantor. Furthermore, Grantee has covenanted that the home shall be owner occupied for five (5) years from the date of this deed.

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

Dated this 11th day of February, 2000.

Signed in the presence of:

Gloria Coburn  
Gloria Coburn  
Linda Potter  
Linda Potter

CITY OF MUSKEGON

By Fred J. Nielsen  
Fred J. Nielsen, Its Mayor  
and Gail A. Kunderger  
Gail A. Kunderger, Its Clerk

STATE OF MICHIGAN  
COUNTY OF MUSKEGON

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

PREPARED BY: G. Thomas Johnson  
G. Thomas Johnson, Parmenter O'Toole  
175 W. Apple Ave., MI 49443-0786  
WHEN RECORDED RETURN TO: Grantee

Linda S. Potter  
Linda S. Potter Notary Public, Muskegon County, MI  
My commission expires: 9-25-02  
SEND SUBSEQUENT TAX BILLS TO: Grantee

## **REAL ESTATE PURCHASE AGREEMENT**

THIS AGREEMENT is made January 11, 2000, by and between the **CITY OF MUSKEGON**, a municipal corporation, with offices at 933 Terrace, Muskegon, Michigan 49440 ("Seller"), and **TIMOTHY RICHARDS**, a married man, of 1071 Marquette, Muskegon, Michigan 49442 ("Buyer").

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

Lots 870 to 872 of Urban Renewal Plat No. 4.

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 Five Thousand One Hundred Dollars (\$5,100), payable, in cash, 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.

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

5. **Covenant to Construct Improvements and Use.** Buyer acknowledges that, as part of the consideration inuring to the City, Buyer covenants and agrees to construct on the premises a single family home, up to all codes, within eighteen (18) months of the closing of this transaction. The home shall be substantially completed by that time and, in the event said substantial completion has not occurred, in the sole judgement of the City, the property and all

improvements then installed shall revert in title to the City, without any compensation or credit to Buyer. Buyer further covenants that the home shall be owner occupied for five (5) years after the closing. The covenants in this paragraph shall survive the closing and run with the land.

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

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

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

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

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

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

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

RESULT OF SUCH INSPECTION AND INVESTIGATION AND NOT DUE TO ANY REPRESENTATIONS MADE BY OR ON BEHALF OF SELLER.

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

10. **Closing.** The closing date of this sale shall be on or before March 16, 2000 ("Closing"). The Closing shall be conducted at Transnation Title Insurance Company, 570 Seminole Road, Ste. 102, Muskegon, MI 49444. If necessary, the parties shall execute an IRS closing report at the Closing.

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

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

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

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

15. **General Provisions.**

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

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

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

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

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

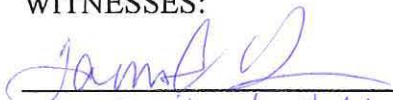
f. **Severability.** In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of this Agreement, and this Agreement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

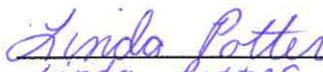
g. **Survival of Representations and Warranties.** The representations, warranties, covenants and agreements contained in this Agreement and in any instrument provided for herein shall survive the Closing and continue in full force and effect after the consummation of this purchase and sale and continue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

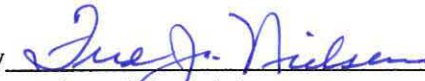
The parties have executed this Real Estate Purchase Agreement the day and year first above written.

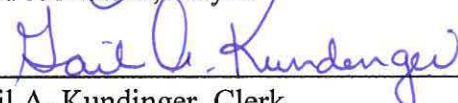
WITNESSES:

  
Tamika A. Hale

  
Linda Potter

SELLER: CITY OF MUSKEGON

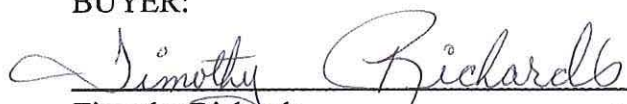
By   
Fred J. Nielsen, Mayor

By   
Gail A. Kunderger, Clerk

  
Tamika A. Hale

  
Deborah Harrison

BUYER:

  
Timothy Richards  
Social Security No. 353-52-6843

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

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

**Commission Meeting Date: January 11, 2000**

**Date:** January 3, 2000  
**To:** Honorable Mayor and City Commissioners  
**From:** Planning & Economic Development *cbe*  
**RE:** Purchase of Property from Lakeshore Yacht Harbor for the Muskegon Lakeshore Trail

---

**SUMMARY OF REQUEST:**

Approval of resolution and purchase agreement for property owned by the Lakeshore Yacht Harbor, which is required for the Lakeshore Trail (see enclosed map). The purchase price is \$5,300.00 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 purchase agreement has already been signed by the Lakeshore Yacht Harbor.

**FINANCIAL IMPACT:**

Purchase will allow the Lakeshore Trail project to continue. The price for the property is \$5,300.00 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 1/10 meeting.

**CITY OF MUSKEGON**

**RESOLUTION #2000-13(i)**

**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 Lakeshore Yacht Harbor property has been identified as necessary for the project;

WHEREAS, the purchase of this property from the Lakeshore Yacht Harbor 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, the Lakeshore Yacht Harbor has signed a purchase agreement for the property at the price of \$5,300.00 for the 16-foot strip (containing approx. 3827.79 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;

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 \$5,300.00.

Resolution adopted this 11<sup>th</sup> day of January, 2000.

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

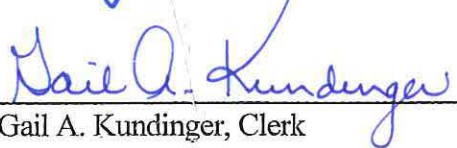
Nays: None

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 11, 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 11, 2000 ~~1999~~, by and between **LAKESHORE YACHT HARBOR** a Michigan Condominium, of 1200 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 Five Thousand Three Hundred Dollars (\$5,300), payable in cash or City check to Buyer at closing.

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

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, or tendering Buyer's deposit in full termination of this Agreement. 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 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.

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 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.

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 \_\_\_\_\_, 1999 ("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, and accomplish and produce any amendment to a Master Deed as required.

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, such as, without limitation, an amendment to the Master Deed of Lakeshore Yacht Harbor. 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: LAKESHORE YACHT HARBOR  
TID Number: \_\_\_\_\_

By \_\_\_\_\_

Its \_\_\_\_\_

By \_\_\_\_\_

Its \_\_\_\_\_

BUYER: CITY OF MUSKEGON

Linda Potter  
Linda Potter

Gloria Coburn  
Gloria Coburn

By Fred J. Nielsen  
Fred J. Nielsen, Mayor

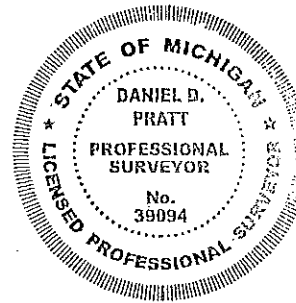
By Gail A. Kunding  
Gail A. Kunding, Clerk

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

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

## EXHIBIT A

The legal description and a survey of the property conveyed is attached.



COLE'S QUALITY FOODS  
61-10-25-100-004

KIRKSEY PROPERTY  
61-10-25-100-002

N80°44'W  
NORTHERLY LINE  
LAKESHORE YACHT HARBOUR

N57°32'E  
16.00'

16' WIDE STRIP OF PROPERTY TO  
BE PURCHASED FOR BIKE PATH  
(3827.79 SFT) (0.088 ACRES)

LAKESHORE YACHT HARBOUR  
61-10-25-100-003

LAKESHORE YACHT HARBOUR RECORDED  
IN LIBER 1290, PAGE 64 AND AMENDED  
IN LIBER 1295, PAGE 438

BEARINGS ARE BASED ON LAKESHORE  
YACHT HARBOUR AND ARE FROM SOLAR  
OBSERVATION MADE JULY 21, 1978

SCALE: 1"=100'

NORTHEASTERLY LINE  
LAKESHORE YACHT HARBOUR

S32°28'E 236.30'  
N32°28'W 242.22'

S89°05'E  
18.65'

S37°23'W  
17.06'

S32°28'E  
37.28'

WESTERN AVE. 66'

RADIUS = 430.61'  
LENGTH = 158.33'  
CHORD = 157.44'  
BRG = S80°22'W

P.O.B. - EASTERLY CORNER  
LAKESHORE YACHT HARBOUR

COLE'S QUALITY FOODS

RE: BIKE PATH ACROSS LAKESHORE YACHT HARBOUR

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

FOR CITY OF MUSKEGON

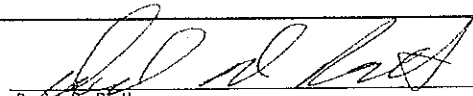
|       |               |                    |
|-------|---------------|--------------------|
| IN    | OF SECTION 25 | T. 10 N., R. 17 W. |
| DATE  | 7/17/98       | DRAWN BY DRB       |
| SHEET | 1 OF 2        | JOB No. J980550-A  |

Description of a 16 foot wide strip of property to be used for the Lakeshore Trail Bike Path across property owned by Lakeshore Yacht Harbour. (Parcel I.D. 61-10-25-100-003).

That part of Lakeshore Yacht Harbour recorded in Liber 1290, Page 64 and amended in Liber 1295, Page 438, Section 25, Town 10 North, Range 17 West, Muskegon County, Michigan, described as beginning at the most Easterly corner of said Lakeshore Yacht Harbour; thence South 37 degrees 23 minutes West along the Southeast line of said Lakeshore Yacht Harbour 17.06 feet; thence North 32 degrees 28 minutes West 242.22 feet, being parallel with and 16 feet Southwesterly (measured perpendicular to) of the Northeasterly line of said Lakeshore Yacht Harbour; thence the following two (2) courses being along the boundary line of said Lakeshore Yacht Harbour, thence North 57 degrees 32 minutes East 16.00 feet; thence South 32 degrees 28 minutes East 236.30 feet to the point of beginning. Containing 3827.79 square feet (0.088 acre).

Together with and subject to easements of record.



|                                                                                                                                                                                                                                                                                                                                                                                                    |  |                                                                                                                                                                                                                                                                                                                               |  |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|
| <br>Daniel D. Pratt                                                                                                                                                                                                                                                                                             |  | P.S. No. 39094                                                                                                                                                                                                                                                                                                                |  |
| <p>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</p> <p>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.</p> |  | <b>LEGEND</b><br><input type="checkbox"/> Set Conc. Mon.<br><input checked="" type="checkbox"/> Found Conc. Mon.<br><input type="checkbox"/> Set Capped Iron<br><input checked="" type="checkbox"/> Found Iron<br><input type="checkbox"/> Plotted<br><input type="checkbox"/> Measured<br><input type="checkbox"/> Described |  |
|                                                                                                                                                                                                                                                                                                                                                                                                    |  | <b>joiner engineering</b><br>A Division of Drlessango & Associates, Inc.<br>113 west savidge st.<br>spring lake, michigan 49456<br>phone: (616) 846-1960                                                                                                                                                                      |  |
| <b>FOR CITY OF MUSKEGON</b>                                                                                                                                                                                                                                                                                                                                                                        |  | <b>T. 10 N., R. 17 W.</b>                                                                                                                                                                                                                                                                                                     |  |
| <b>IN</b>                                                                                                                                                                                                                                                                                                                                                                                          |  | <b>OF SECTION 25</b>                                                                                                                                                                                                                                                                                                          |  |
| <b>DATE</b>                                                                                                                                                                                                                                                                                                                                                                                        |  | <b>DRAWN BY</b>                                                                                                                                                                                                                                                                                                               |  |
| 7/17/98                                                                                                                                                                                                                                                                                                                                                                                            |  | DRB                                                                                                                                                                                                                                                                                                                           |  |
| <b>SHEET</b>                                                                                                                                                                                                                                                                                                                                                                                       |  | <b>JOB No.</b>                                                                                                                                                                                                                                                                                                                |  |
| 2 OF 2                                                                                                                                                                                                                                                                                                                                                                                             |  | J980550-A                                                                                                                                                                                                                                                                                                                     |  |

**Commission Meeting Date: January 11, 2000**

**Date:** January 3, 2000  
**To:** Honorable Mayor and City Commissioners  
**From:** Planning & Economic Development *ebc*  
**RE:** Purchase of Property from Kirksey Investment Corp. for the Muskegon Lakeshore Trail

---

**SUMMARY OF REQUEST:**

Approval of resolution and purchase agreement for property owned by the Kirksey Investment Corp., which is required for the Lakeshore Trail (see enclosed map). The purchase price is \$60,000.00 which is the appraised value of the property. Through this agreement, the City will also be agreeing to, at the time of trail construction, lower the elevation of the berm now existing on the premises. The City will also be agreeing to lease the lakeward portion of the remaining property from Kirksey for \$1.00, and to construct a fence along the trail, on the non-lakeward side. The purchase agreement has already been signed by the Kirksey Investment Corp.

**FINANCIAL IMPACT:**

Purchase will allow the Lakeshore Trail project to continue. The price for the property is \$60,000.00 and the purchase will be completed with funds received from the sale of the Chase Hammond Golf Course.

**BUDGET ACTION REQUIRED:**

None

**STAFF RECOMMENDATION:**

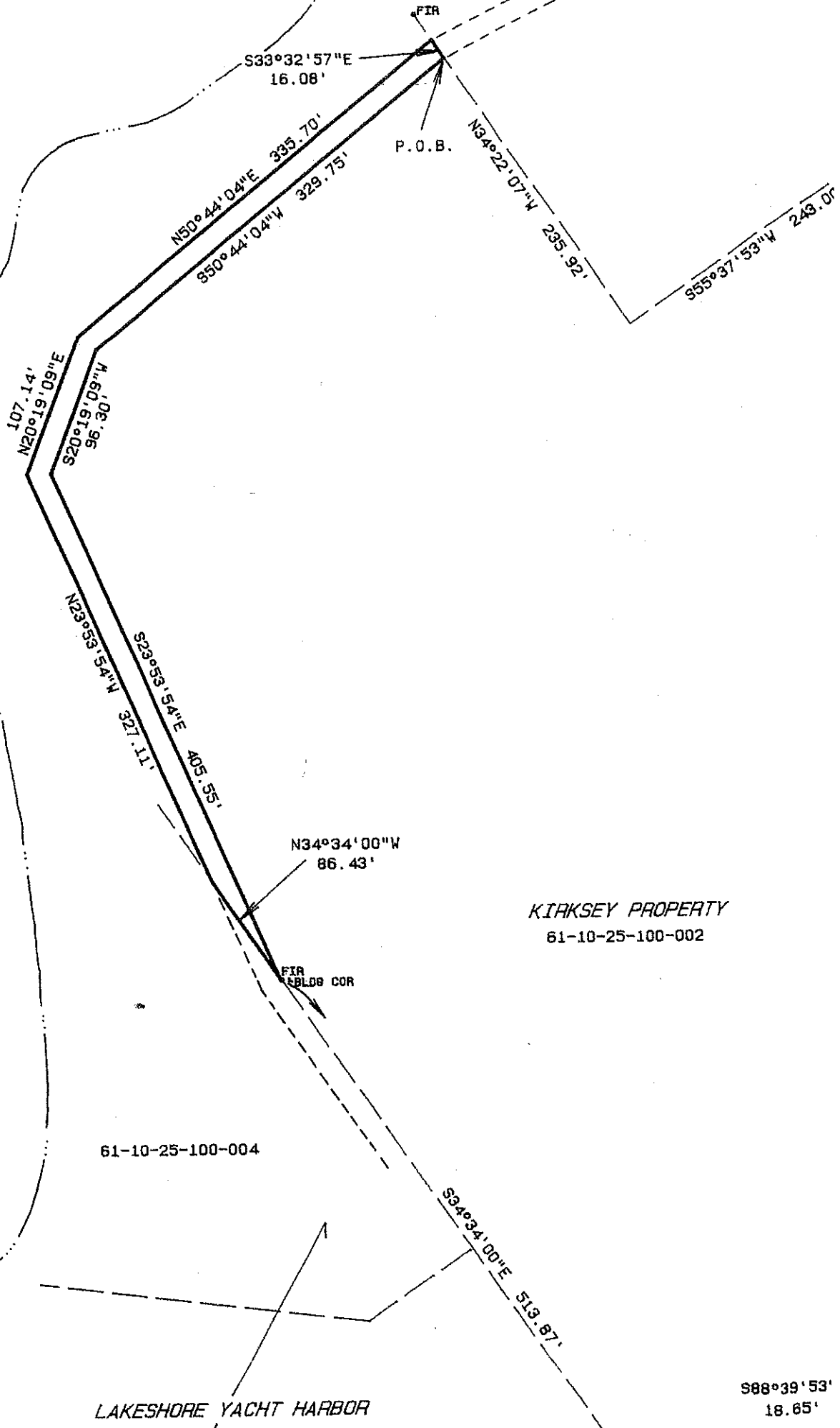
Staff recommends that the Mayor and Clerk sign the resolution and purchase agreement, and recommends that the City Commission authorize staff to complete the purchase according to the terms of the agreement.

**COMMITTEE RECOMMENDATION:**

The Committee of the Whole will review the request at their 1/10 meeting.

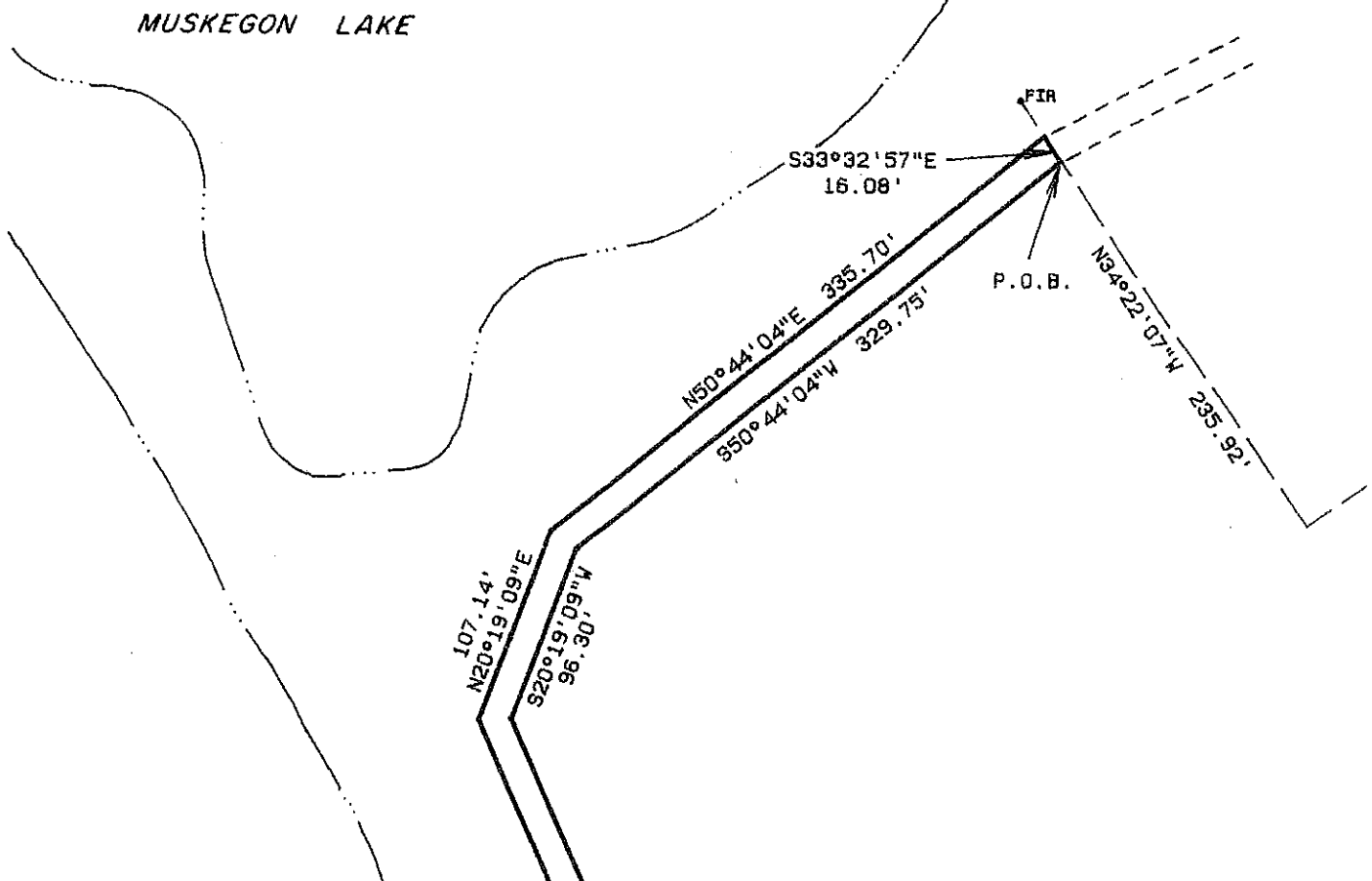
MUSKEGON LAKE

MUSKEGON LAKE



Description of property for a proposed bike path across property owned by Kirksey. (Parcel I.D. 61-10-25-100-002)

That part of Blocks 578 and 580 of the Revised Plat of 1903 of the City of Muskegon, described as commencing at the Southeast corner of Lot 4, Block 577 of said Revised Plat of 1903; thence South 88 degrees 40 minutes 42 seconds West along the North right-of-way line of Western Avenue 847.60 feet; thence North 01 degree 31 minutes 57 seconds West 256.10 feet; thence North 32 degrees 02 minutes 28 seconds East 47.00 feet; thence North 55 degrees 40 minutes 08 seconds East 89.20 feet; thence North 35 degrees 29 minutes 57 seconds West 127.65 feet; thence North 02 degrees 27 minutes 17 seconds West 553.00 feet; thence South 55 degrees 37 minutes 53 seconds West 243.00 feet; thence North 34 degrees 22 minutes 07 seconds West 235.92 feet to the point of beginning; thence South 50 degrees 44 minutes 04 seconds West 329.75 feet; thence South 20 degrees 19 minutes 09 seconds West 96.30 feet; thence South 23 degrees 53 minutes 54 seconds East 405.55 feet; thence North 34 degrees 34 minutes 00 seconds West along the Northeast line of "Lakeshore Yacht Harbor" as recorded in Liber 1290, Page 64 and amended in Liber 1295, Page 438, 86.43 feet; thence North 23 degrees 53 minutes 54 seconds West 327.11 feet; thence North 20 degrees 19 minutes 09 seconds East 107.14 feet; thence North 50 degrees 44 minutes 04 seconds East 335.70 feet; thence South 33 degrees 32 minutes 57 seconds East 16.08 feet to the point of beginning.



**CITY OF MUSKEGON**

**RESOLUTION #2000-13(j)**

**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 Kirksey Investment Corp. property has been identified as necessary for the project;

WHEREAS, the purchase of this property from the Kirksey Investment Corp. 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, the Kirksey Investment Corp. has signed a purchase agreement for the property at the price of \$60,000.00 for the 16-foot strip;

WHEREAS, the City of Muskegon is agreeing to the provisions of the purchase agreement, including lowering of the berm elevation at the time of construction, construction of fencing, and leasing the lakeward portion of the remaining 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 \$60,000.00.

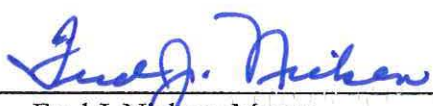
Resolution adopted this 11<sup>th</sup> day of January, 2000.

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

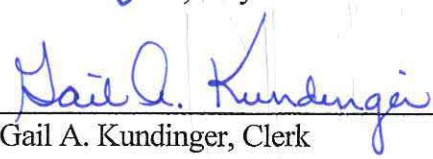
Nays: None

Absent: None

By: \_\_\_\_\_

  
Fred J. Nielsen, Mayor

Attest: \_\_\_\_\_

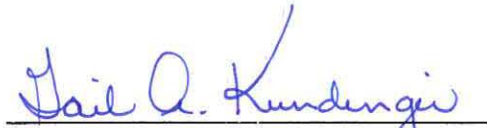
  
Gail A. Kunding, Clerk

## CERTIFICATION

This resolution was adopted at a regular meeting of the City Commission, held on January 11, 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. Kunderinger, Clerk

## REAL ESTATE PURCHASE AGREEMENT

THIS AGREEMENT is made January 11, 2000, ~~1999~~, by and between **KIRKSEY INVESTMENT CORP.**, a Michigan Corporation with offices at 1204 W. Western Avenue, Muskegon, Michigan 49441 ("Seller"), and the **CITY OF MUSKEGON**, of 933 Terrace, Muskegon, Michigan 49440 ("Buyer").

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

The legal description is attached as 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 Sixty Thousand Dollars (\$60,000), payable in cash 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, because the Premises is part of a larger property. The parties agree that, in addition, the Seller shall pay in full all taxes due in 1999, including those billed on December 1, 1999.

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

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

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

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

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

b. Seller has not disposed of any hazardous or toxic substances on or in the Premises, but the premises has 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.

Such representations and warranties shall be deemed to have been made again by Seller as of the closing. Seller agrees to indemnify Purchaser 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 BUYER 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 certain use provisions and contingencies, which will survive the closing:

9.1 **Lease of Additional Property.** The Buyer intends to use the Premises for a walking/bike trail. Because the Premises is located between the Seller's facilities and the shore of Muskegon Lake, and both parties are interested in public and general access to the lake, Seller will execute a one year lease which shall be automatically renewed for one year terms, for total rent of One Dollar (\$1) to the City for the property ("Lakeward Property") between the Premises and Muskegon Lake, which lease will provide that the said Lakeward Property shall be reserved by the City for public access to the lake. The lease shall be terminated upon written notice given by either party to the other six months before the end of any term or renewal term. The terms of the lease shall be acceptable to Buyer and Seller.

9.2 **Berm Alteration.** The Buyer shall, at the time of constructing the trail, lower the elevation of the berm now existing on the Premises or in the Lakeward Property to afford a clear view at ground level of Muskegon Lake, said construction cost for the berm work not to exceed the sum of One Hundred Ten Thousand Dollars (\$110,000) for the lowering of the berm on the Seller's property and that of West Michigan Steel combined.

9.3 **Fences.** The City shall construct a fence along the trail on the non-lakeward side thereof. The fence shall be located between the trail and the building.

9.4 **Relocation of the Trail.** In the event future development by the Seller of facilities on its remaining property is contemplated and arranged, the Seller may request relocation of the trail on the remaining property of Seller from which the Premises has been conveyed, and Buyer may consent thereto and determine conditions for the relocation.

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 January 31, 2000 ("closing"). The closing shall be conducted at Transnation Title Insurance Co., 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 the closing, Seller shall deliver to Buyer an executed Affidavit of Title.

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

15. **Costs.** Buyer shall pay the costs of closing, including transfer tax, except the costs involved in removing any encumbrance on the property.

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 the 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:

Robert G. Wall

Diana Baran

~~INVESTMENT CORPORATION~~  
SELLER: KIRKSEY DEVELOPMENT CO..

By Dennis A. Kelly

Its VICE PRESIDENT

By [Signature]

Its PRESIDENT

TID Number: 38-2977315

BUYER: CITY OF MUSKEGON

By Fred J. Nielsen  
Fred J. Nielsen, Mayor

By Gail A. Kunding  
Gail A. Kunding, Clerk

Shawna Hull  
Shawna Hull

Linda Porter  
Linda Porter

**Commission Meeting Date: January 11, 2000**

**Date: January 5, 2000**  
**To: Honorable Mayor and City Commissioners**  
**From: Planning & Economic Development**  
**RE: Approval of HOME Infill Construction Bids**

---

**SUMMARY OF REQUEST:**

Pursuant to the implementation of the City Infill Program, staff recommends that the contract award for construction of the Infill homes go to Bantam Group. Of the four companies that responded to the City's RFP, with all other things being equal, Bantam Group proposed construction of the homes as specified by staff for the lowest price per home.

**FINANCIAL IMPACT:**

Expenditure of the 1997 HOME funds.

**BUDGET ACTION REQUIRED:**

None

**STAFF RECOMMENDATION:**

Staff recommends awarding the infill construction contract to Bantam Group.

**COMMITTEE RECOMMENDATION:**

The Committee of the Whole will make a decision at their January 10 meeting.

Resolution No. 2000-13(1)

**MUSKEGON CITY COMMISSION**

**RESOLUTION APPROVING THE CITY OF MUSKEGON INFILL PROGRAMS.**

WHEREAS, the Infill Plan seeks to provide safe, decent and affordable housing to low to moderate income families,

Whereas, steps have been taken to ensure that the program is a City Wide program allowing participants to select city-owned buildable lots;

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

WHEREAS, sale of the land and subsequent construction of the home would be in accordance with existing City policies and those of HUD, concerning use of HOME funds;

NOW THEREFORE BE IT RESOLVED, that the City of Muskegon Infill Program be approved.

Adopted this 11th day of January, 2000

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

Nays: None

Absent None

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

Attest: Gail Kunderger  
Gail Kunderger, Clerk

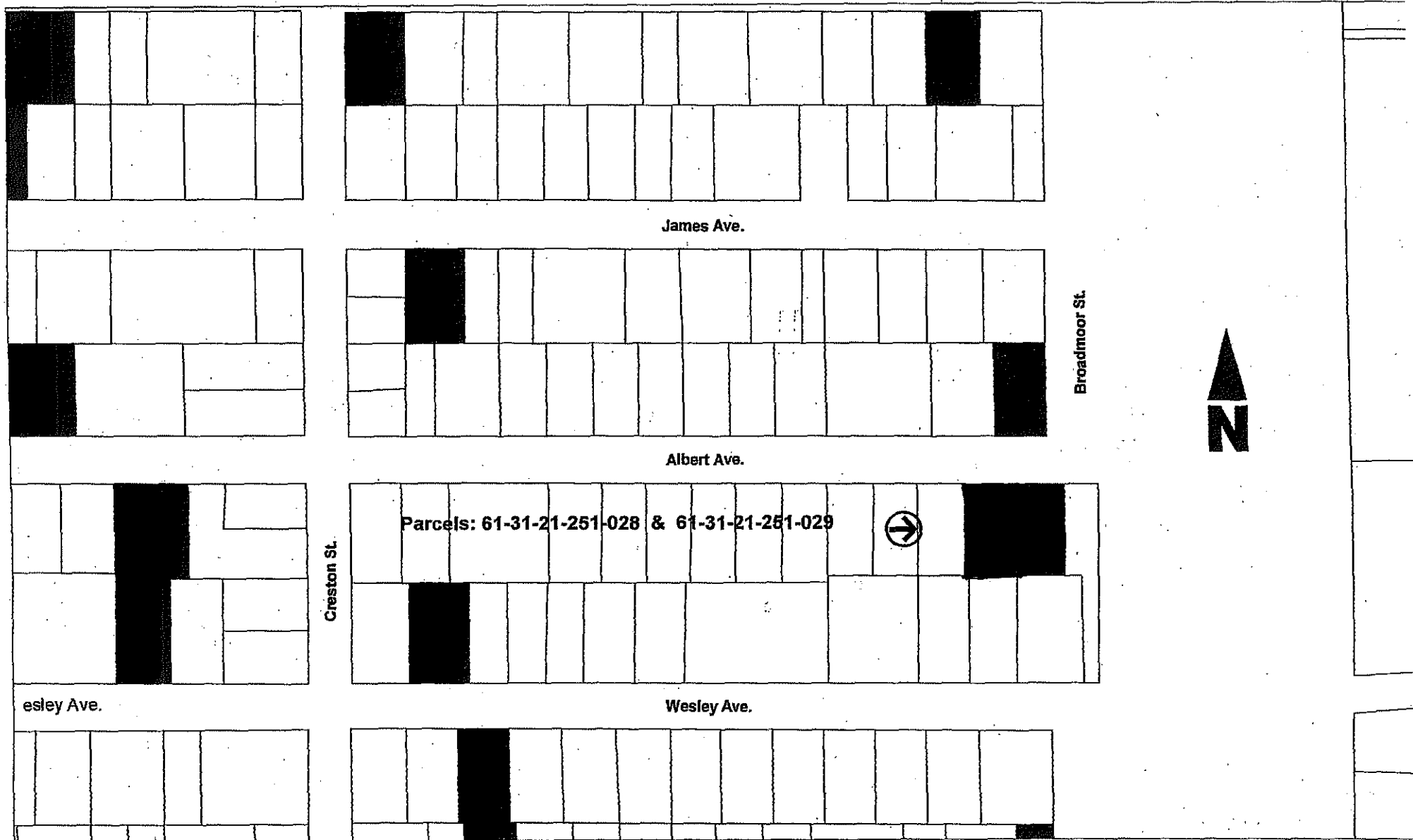
**CERTIFICATION**

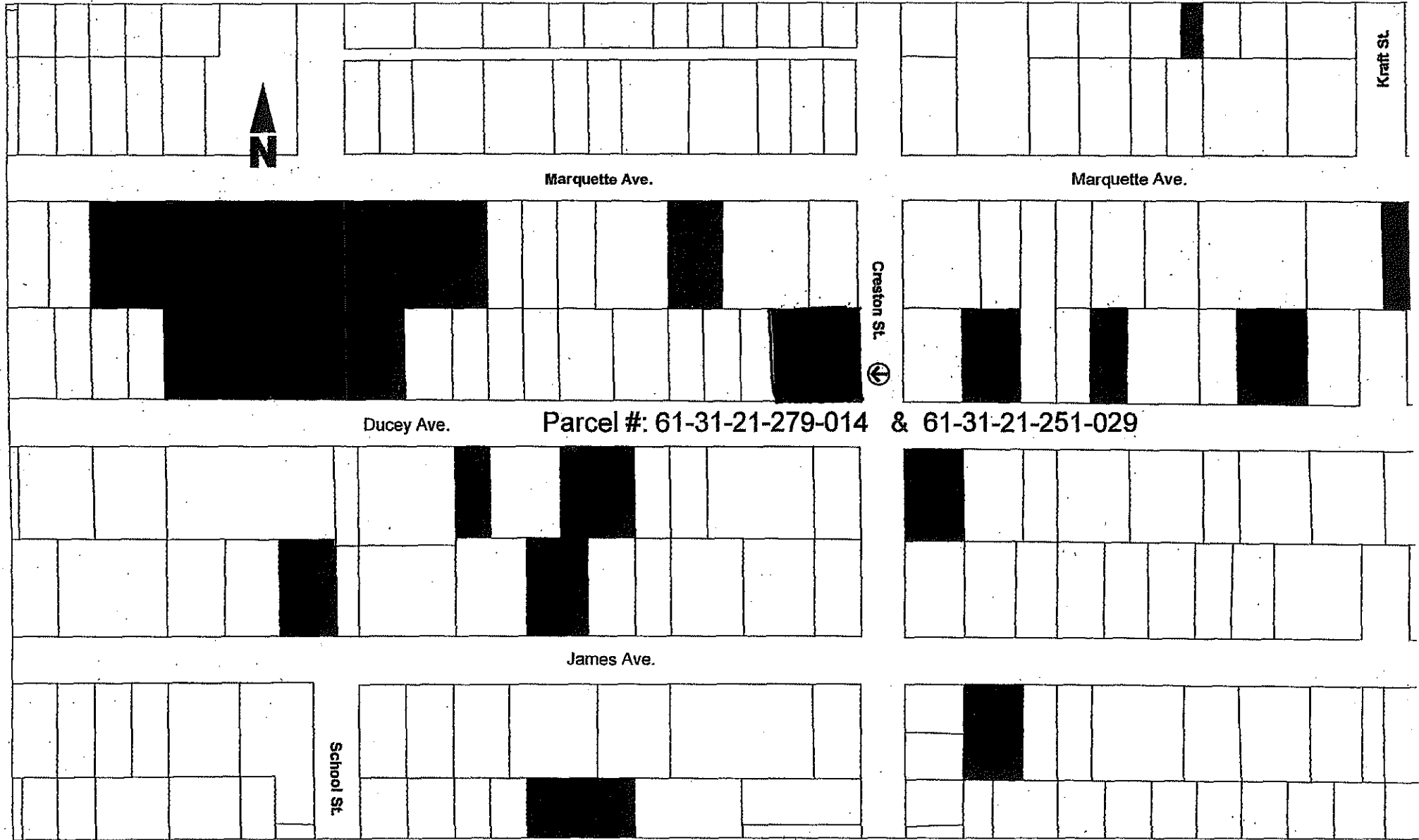
I hereby certify that the foregoing constitutes a true and complete copy of a resolution adopted by the City Commission of the City of Muskegon, County of Muskegon, Michigan at a regular meeting held on January 11, 2000.

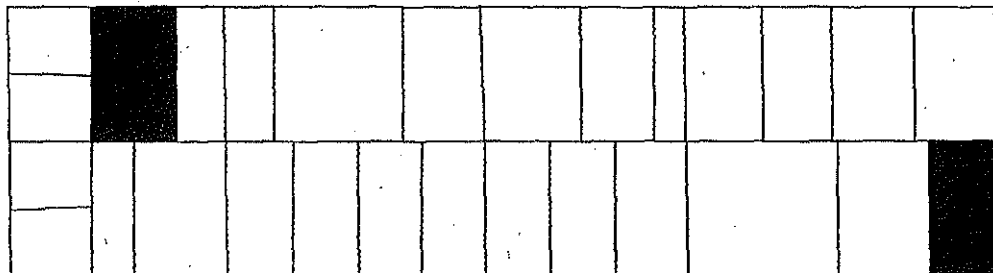
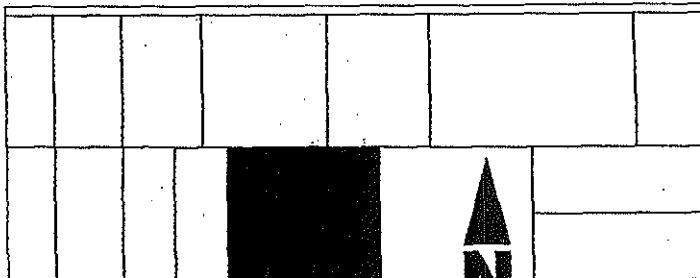
By: Gail Kunderger  
Gail Kunderger, Clerk

## 1999 In-Fill Housing Bids

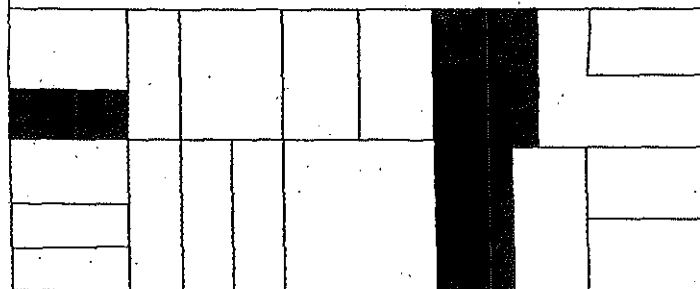
|                                              | David Reagan<br>Construction | Fisher Builders<br>Inc. | Himes Home<br>Improvement | Bantam Group<br>Inc. |
|----------------------------------------------|------------------------------|-------------------------|---------------------------|----------------------|
| <b>Budget Items</b>                          |                              |                         |                           |                      |
| Appliances                                   | \$ -                         | \$ 2,000.00             | \$ -                      | \$ -                 |
| Basement/foundation                          | 1,250.00                     | 7,000.00                | 7,500.00                  | 7,230.00             |
| Cabinets/counter tops/ labor                 | 5,900.00                     | 4,500.00                | 6,600.00                  | 4,450.00             |
| Cement flat work                             | 4,975.00                     | 7,820.00                | 6,000.00                  | 5,830.00             |
| Drywall                                      | 7,900.00                     | 9,000.00                | 9,900.00                  | 7,430.00             |
| Electrical (materials/labor)                 | 3,650.00                     | 6,500.00                | 4,000.00                  | 5,700.00             |
| Excavation                                   | 2,375.00                     | 2,000.00                | -                         | 3,000.00             |
| Exterior brick allowance                     | 1,795.00                     | 2,500.00                | 3,000.00                  | 2,500.00             |
| Floor covering                               | 4,125.00                     | 6,500.00                | 8,000.00                  | 5,200.00             |
| Frame, trim, siding, roof, paint, and labor. | 46,900.00                    | 20,596.00               | 19,300.00                 | 19,010.00            |
| Heating/cooling                              | 4,150.00                     | 7,000.00                | 8,000.00                  | 5,860.00             |
| Light fixtures                               | -                            | 1,000.00                | 900.00                    | 800.00               |
| Lumber (misc materials/labor)                | 32,151.00                    | 34,718.90               | 36,800.00                 | 32,640.00            |
| Misc. (fees permits/utilities)               | -                            | -                       | 1,000.00                  | 1,480.00             |
| Plumbing (materials/labor)                   | 7,550.00                     | 7,500.00                | 6,500.00                  | 6,990.00             |
| Sewer/water                                  | -                            | 3,000.00                | -                         | 1,430.00             |
| <b>Total Bid ( per unit )</b>                | <b>\$ 122,721.00</b>         | <b>\$ 121,634.90</b>    | <b>\$ 117,500.00</b>      | <b>\$ 109,550.00</b> |



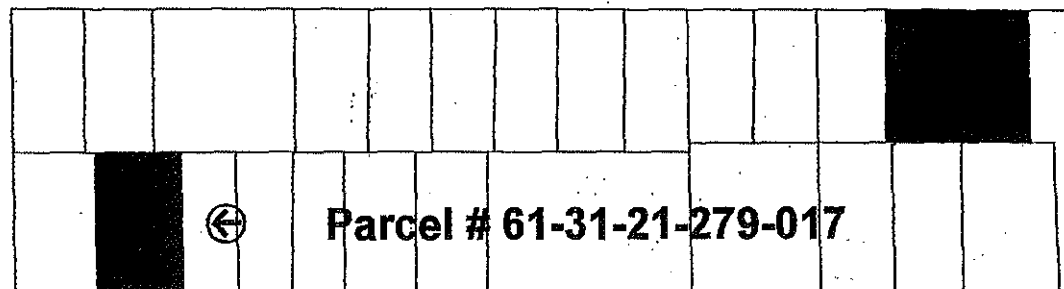




Albert Ave.

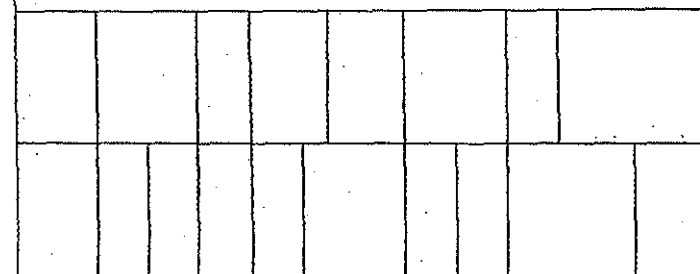


Creston St.

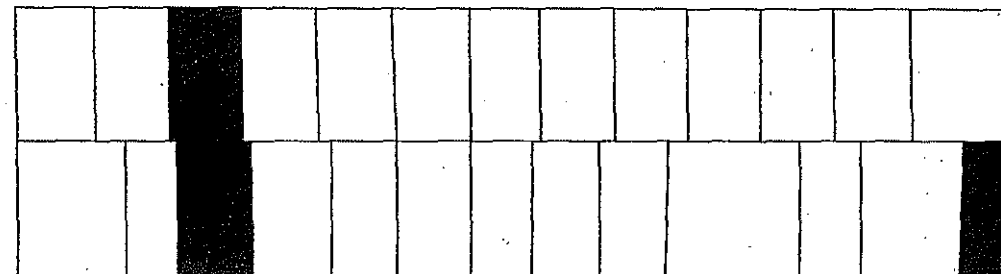


Parcel # 61-31-21-279-017

Wesley Ave.

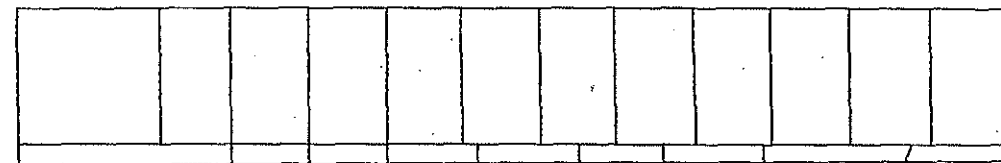
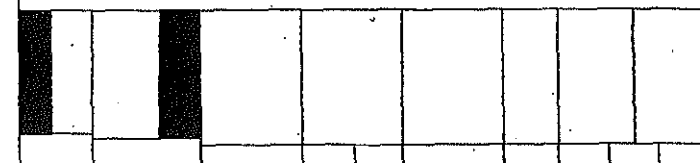


Marcoux Ave.

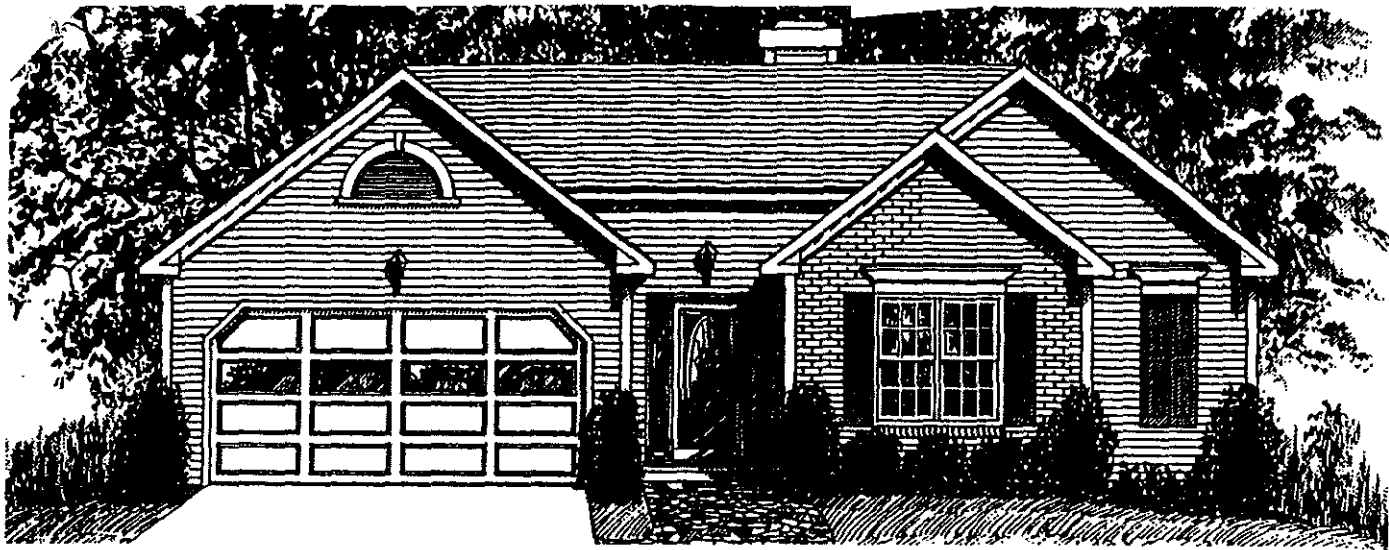


Broadmoor St.

Marcoux Ave.



# City of Muskegon Infill Home



## Charming Accents

- Traditional accents add warmth and charm to the facade of this affordable one-story home.
- Decorative, beveled oval glass adorns the elegant entry, which is flanked by sidelights.
- The tiled foyer introduces the spacious family room, which is enhanced by a 12-ft. vaulted ceiling and a nice fireplace. A French door provides easy access to the backyard.
- The galley-style kitchen flows into the sunny dining area, which can be extended with an optional bay window.
- The secluded master bedroom features plenty of closet space. The private master bath boasts a corner garden tub, a separate shower and two sinks. The bath may be expanded with a 13-ft. vaulted ceiling.
- Two additional bedrooms share a hall bath in the opposite wing. A nice-sized laundry room is centrally located.

### Plan APS-1205

Bedrooms: 3 Baths: 2

#### Living Area:

Main floor 1,296 sq. ft.

Total Living Area: 1,296 sq. ft.

Garage 380 sq. ft.

Exterior Wall Framing: 2x4

#### Foundation Options:

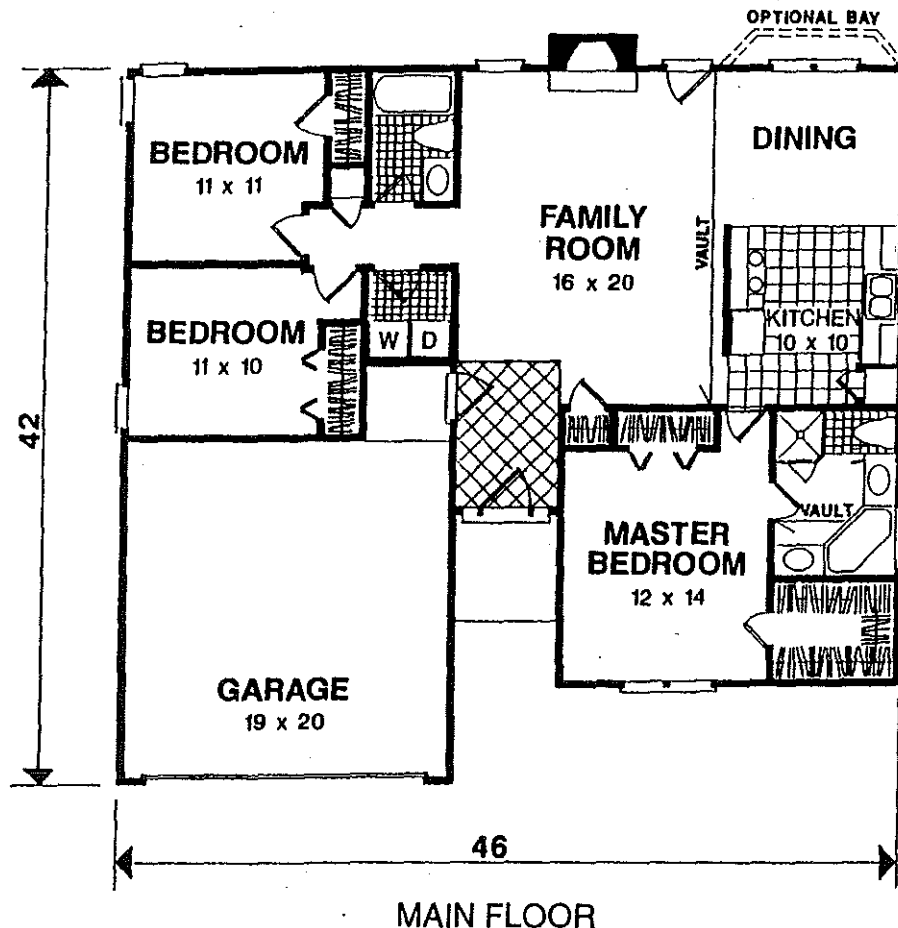
Crawl space

Slab

All plans can be built with your choice of foundation and framing. (generic conversion diagram is available. See order form.)

BLUEPRINT PRICE CODE:

A



MAIN FLOOR

## Mear

- One glimpse will tempt stunning re that this ho
- The vaulted to the Great 10 feet and fireplace. S speedy acc wraparoun
- Equipped f inspiration features its appreciate

3 C

**Commission Meeting Date: January 11, 1999**

**Date:** December 16, 1999  
**To:** Honorable Mayor and City Commissioners   
**From:** Planning & Economic Development  
**RE:** Rezoning request for property located at 2964 Lakeshore Dr.

---

**SUMMARY OF REQUEST:**

Request to rezone property located at 2964 Lakeshore Dr., west of Cottage Grove St., from WM, Waterfront Marine to RM-3, High Density Multiple-Family Residential.

**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. After discussion with the City Attorney, staff feels that the project can move forward through a Planned Unit Development approach in the existing WM zoning district.

**COMMITTEE RECOMMENDATION:**

The Planning Commission concurred with staff's recommendation to deny the request. The Committee of the Whole will review the request at their 1/10 meeting.

**CITY OF MUSKEGON**

**RESOLUTION # 2000-14(d)**

**RESOLUTION OF DENIAL FOR REZONING REQUEST**

WHEREAS, a request to rezone property located at 2964 Lakeshore Dr., west of Cottage Grove St., from WM, Waterfront Marine to RM-3, High Density Multiple-Family Residential was considered by the Planning Commission, and;

WHEREAS, a public hearing on the request was held by the Planning Commission on December 15, 1999, 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 because the City Attorney and staff feel that the project can move forward through a Planned Unit Development approach in the existing WM zoning district;

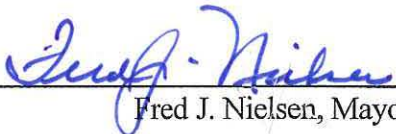
NOW, THEREFORE, BE IT RESOLVED that the rezoning request is hereby denied.

Adopted this 11<sup>th</sup> day of January, 2000.

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

Nays: None

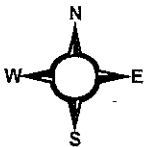
Absent: None

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 11, 2000.

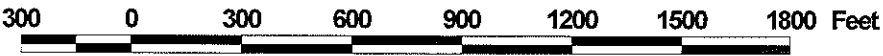
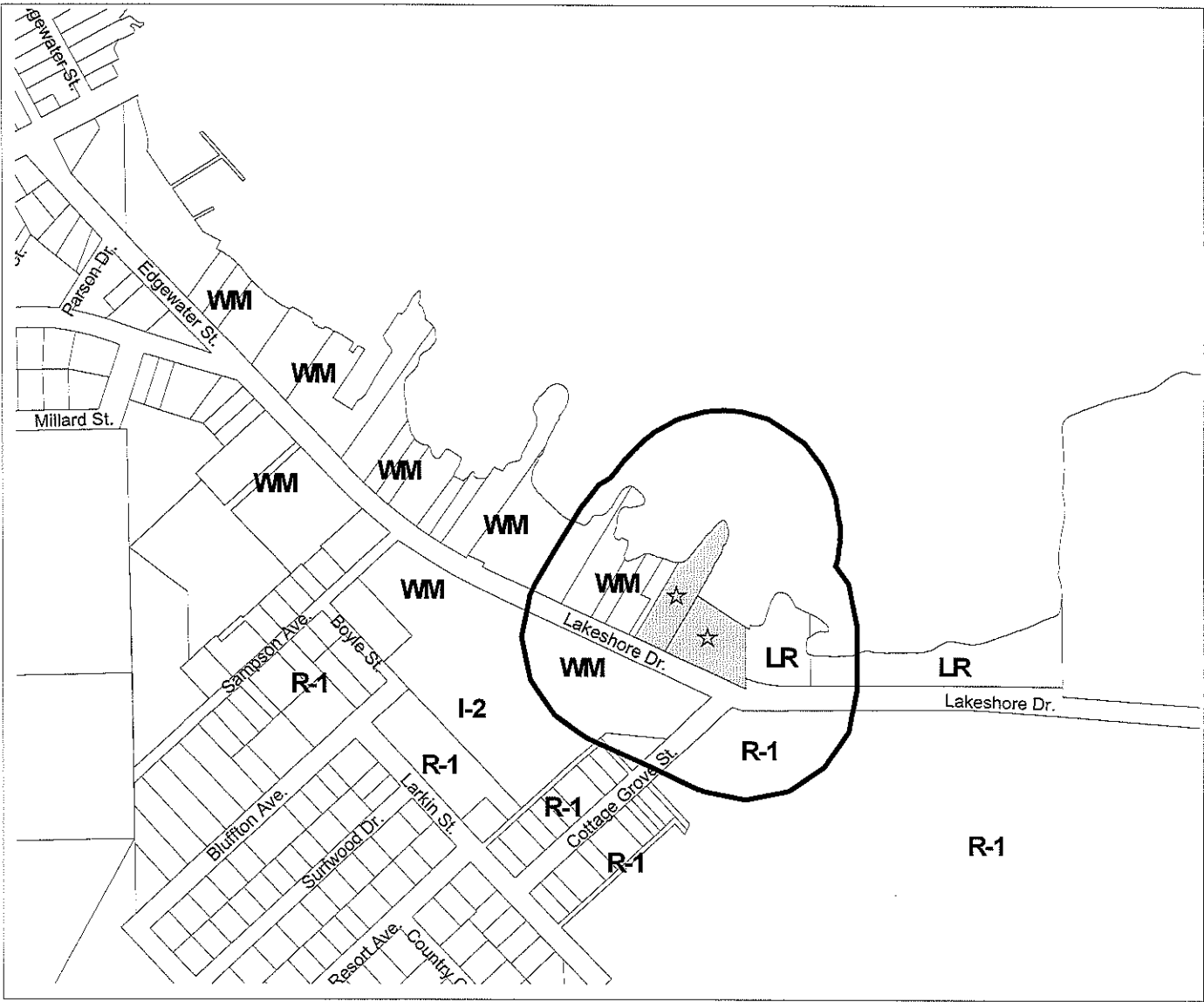
  
Gail Kunderger, CMC/AAE  
Clerk, City of Muskegon

City of Muskegon  
Planning Commission  
Cases #99-50 and #99-51



R-1 = Single-Family Residential  
I-2 = General Industrial  
LR = Lakefront Recreation  
WM = Waterfront Marine

☆ = Subject Property  
○ = Notice Area



**Staff Report (Excerpt)**  
CITY OF MUSKEGON  
PLANNING COMMISSION  
REGULAR MEETING

December 15, 1999

---

**Hearing; Case 99-50: Request to rezone property located at 2964 Lakeshore Dr. (west of Cottage Grove St.) from WM, Waterfront Marine to RM-3, High Density Multiple-Family Residential, by the Archimedes Group LLC.**

**BACKGROUND**

Applicant: Archimedes Group, LLC

Property: 2964 Lakeshore Dr. (west of Cottage Grove St.)

Use: marina

Current Zoning: WM, Waterfront Marine

Proposed Zoning: RM-3, High Density Multiple-Family Residential

**STAFF OBSERVATIONS**

1. The property is the current site of Balcom Marine Center and Contractors.
2. The RM-3 zoning district allows the highest level of density of all residential zoning districts.
3. The parcel is just over 2 acres with approximately 300 feet of frontage.
4. The former Norge building (Torresen PUD) is located across the street.
5. The site is surrounded by Waterfront Marine and Lakefront Recreation. The only multi-family west of Seaway is RM-1 (Hackley Glen, etc.). RM-3 has traditionally been a "downtown" district. Hartford Terrace, Jefferson Towers, Nelson Place and Bayview Towers are all zoned RM-3.
6. The RM-3 district permits 38 units per acre for 2-bedroom units; 64 units per acre for one-bedroom units and up to 12 stories in height. That high of density and/or 12 stories on the Balcom site would be very much out of context with that area.
7. The Future Land Use Map shows the subject property as "Marina", but does include it in the "Marina Service and Residential Area".
8. The Master Land Use Plan states:
  - ◆ *The segment along Lakeshore Drive between Thompson Avenue (extended) and S.D. Warren represents the sub-area's greatest concentration of mixed-uses, including an industrial facility, boat storage buildings, bar and restaurant, convenience stores, marina, boat sales and service, and housing.*

*Although somewhat congested, the above area offers a desirable marine character to the sub-area. However, some of the uses and/or placement of uses may not be desirable to the area's long term stability.*

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

- ◆ *maintain the quality and character of Sub-Area 8, while permitting select (and highly restricted) residential and commercial enhancements consistent with the range of sub-area uses.*
- ◆ *Prepare a detailed sub-area plan for the marina service area identified earlier. The plan should call for the elimination of industrial uses but should permit the variety of mixed-uses currently existing.*

10. The Muskegon Waterfront Area Sub-Plan states:

- ◆ *Objective: Increase the mixture of land uses (especially housing) along the lake.*
- ◆ *While housing can and should be integrated to varying extents at most points along the lake (excepting areas designated natural habitat), not all types of housing are appropriate for every waterfront location. Factors to consider in residential site planning and design include topography, views and surrounding land uses and architectural styles.*
- ◆ Part I, Section D of the Waterfront Area Sub-Plan, "Residential Development", gives specific recommendations regarding residential development on the Muskegon Lake shoreline, and is also attached for reference.

## **ORDINANCE EXCERPT**

### **ARTICLE IX - RM-3 HIGH DENSITY MULTIPLE FAMILY RESIDENTIAL DISTRICTS**

#### **PREAMBLE**

The RM-3 High Density Multiple Family Residential Districts are intended to be located in planned areas in and adjacent to the Muskegon Central Business District, in areas where satisfactory open space can be provided based upon District requirements, and yet maintain the harmony and integrity of adjacent residential uses, or in areas where the location can provide waterfront or other aesthetic vistas. Because of the density of population located in the RM-3 High Density Multiple Family Residential Districts, these Districts are placed where adequate thoroughfares and ancillary services are available.

#### **SECTION 900: PRINCIPAL USES PERMITTED**

In an RM-3 High Density Multiple Family Residential 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 provided for in this Ordinance:

1. Multiple dwellings.
2. Rooming house with a capacity of not more than five (5) roomers.

3. 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 the 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.
4. Congregate living facility for any number of persons provided that such facility shall be at least one thousand five hundred (1,500) feet from any other similar facility.
5. Adult foster care facilities for any number of persons.
6. Accessory buildings and accessory uses customarily incidental to the above Principal Uses Permitted.
7. Uses similar to the above Principal Uses Permitted.

#### **SECTION 901: 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 applicable conditions and any other reasonable conditions imposed by the Planning Commission:

1. Hospitals, sanitariums, and convalescent or nursing homes.
2. Accessory buildings and accessory uses customarily incidental to the above Special Land Uses Permitted.
3. Uses similar to the above Special Land Uses Permitted.
4. Restricted parking areas subject to provision of Section 2327.1.

#### **SECTION 902: 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 RM-3 High Density Multiple Family Residential District 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.

#### **SECTION 903: AREA AND BULK REQUIREMENTS**

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

### **RECOMMENDATION**

Once a rezoning occurs, the owner would not be obligated to use a Planned Unit Development option, although that is the intent of the group holding the purchase option on the property (i.e., they do not yet control the property).

Since RM-3 allows considerably more density and height than the proposed development, by right, staff recommends the sole use of a PUD in the WM zone rather than a rezoning. Although residential is not strictly permitted in the WM zone, the PUD section permits mixed uses and provides general standards for guidance. Section 2101(c.) indicates that the Planning Commission and City Commission may modify requirements of the ordinance for a PUD development, "even if they do not conform to what is required in other sections of the Zoning Ordinance." Although height limitations are not specifically mentioned in this section, it is inferred. This is the stance the City took with the new Terrace Pointe Hotel.

## **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**.

1-10-00

rec'd  
1-10-2000  
4:58 pm  
gk

To Muskegon City Council —

This letter is being written on behalf of many of the people of Beechwood — perhaps most of them.

We are hoping that the Council does not approve the building of a condo on 2964 Lakeshore Drive. We think it would desecrate the lakeshore there.

If the condo were to be built, it would just be a matter of time before the residents would probably start to complain — "the water has risen on the lake, the paper mill is too noisy and smelly, the fisherman in the adjacent park are bothering them" — and on & on.

The developers could be encouraged to build their condos at the east end of Muskegon Lake where there are wide open spaces.

Thank you —

Sincerely —

Beechwood People

1-10-00

rec'd  
1-10-2000  
4:58 pm gk

To Muskegon City Council —

This letter is being written on behalf of many of the people of Beechwood — perhaps most of them.

We are hoping that the Council does not approve the building of a condo on 2964 Lakeshore Drive. We think it would desecrate the lakeshore there.

If the condo were to be built, it would just be a matter of time before the residents would probably start to complain — "the water has risen on the lake, the paper mill is too noisy and smelly, the fishermen in the adjacent park are bothering them" — and on & on.

The developers could be encouraged to build their condos at the east end of Muskegon Lake where there are wide open spaces.

Thank you —

Sincerely —

Beechwood People

**Commission Meeting Date: January 11, 2000**

**Date:** January 4, 2000  
**To:** Honorable Mayor and City Commissioners  
**From:** Planning & Economic Development *CBC*  
**RE:** Approval of HOME Infill Program

---

**SUMMARY OF REQUEST:**

To approve the infill program as prepared by staff, which seeks to provide quality homes to low to moderate income families. Approval of the plan will allow three pilot homes to be built on city-owned lots selected by the buyers. Steps have been taken to ensure that the homes are compatible with existing structures and are consistent with established housing goals which specify safe, decent, and affordable housing for low-moderate income families. The design of the plan ensures that the buyer and not the City is responsible for mortgage payments, taxes, upkeep and other traditional homeowner expenses.

**FINANCIAL IMPACT:**

Implementation of the plan will relieve the City of continued maintenance costs on vacant lots and capture future property taxes.

**BUDGET ACTION REQUIRED:**

None

**STAFF RECOMMENDATION:**

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

**COMMITTEE RECOMMENDATION:**

Both the City Commission and the Citizen's District Council approved the use and amount of the HOME funds as part of the 1997 Annual Consolidated Plan.

Resolution No. 2000-14(k)

**MUSKEGON CITY COMMISSION**

RESOLUTION APPROVING THE CITY OF MUSKEGON INFILL PROGRAMS.

WHEREAS, the Infill Plan seeks to provide safe, decent and affordable housing to low to moderate income families,

WHEREAS, steps have been taken to ensure that the program is a City Wide program allowing participants to select city-owned buildable lots;

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

WHEREAS, sale of the land and subsequent construction of the home would be in accordance with existing City policies and those of HUD, concerning use of HOME funds;

NOW THEREFORE BE IT RESOLVED, that the City of Muskegon Infill Program be approved.

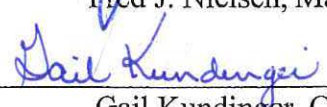
Adopted this 11th day of January, 2000

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

Nays: None

Absent None

By:   
Fred J. Nielsen, Mayor

Attest:   
Gail Kunderger, Clerk

**CERTIFICATION**

I hereby certify that the foregoing constitutes a true and complete copy of a resolution adopted by the City Commission of the City of Muskegon, County of Muskegon, Michigan at a regular meeting held on January 11, 2000.

By:   
Gail Kunderger, Clerk

# CITY OF MUSKEGON INFILL PROGRAM

---

## What is Infill?

Infill housing can be defined in several ways:

1. The construction of homes on tracts of undeveloped land that has been subdivided to make streets and or neighborhoods.
2. The placement (physical movement) of existing homes on vacant land.
3. Construction of new homes in existing neighborhoods, which are compatible with the architectural design of the existing homes.

The City of Muskegon's Infill Housing Program will be focused on the latter of the three definitions. Approximately \$240,000 of HOME funds budgeted for fiscal year 1997 will be used to construct a minimum of three single-family homes. The newly constructed housing units will be within the regulatory cost limits as defined by the US Department of Housing and Urban Development (HUD). Participants in the program will use the housing units as their principal place of residence. HOME regulations require that:

- A. 100% of HOME funds received by the City of Muskegon be utilized to increase the supply of affordable, decent, safe, and sanitary homes;
- B. 100% of HOME funds go to benefit low/moderate income residents;
- C. and, HOME funds be distributed geographically within the City's boundaries among different categories of housing needs, according to priorities identified in the City's Consolidated Plan.

**The chart below depicts the type of families that the program will be marketed toward.**

| Family Size          | 1             | 2           | 3           | 4             | 5             | 6             | 7             | 8             |
|----------------------|---------------|-------------|-------------|---------------|---------------|---------------|---------------|---------------|
| 80% AMI <sup>1</sup> | \$30,080      | 34,440      | 38,640      | 42,960        | 46,400        | 49,840        | 53,280        | 56,720        |
| Affordability        | \$752 / month | 860 / month | 966 / month | 1,074 / month | 1,160 / month | 1,246 / month | 1,332 / month | 1,418 / month |

## Where will Infill housing be constructed?

The HOME program *does not* limit the use of funding to predominately low/moderate income neighborhoods. As a matter of fact, the City has an obligation to distribute the HOME funds geographically within its boundaries and among different categories of housing need, according

---

<sup>1</sup> AMI refers to area median income.

to the priorities identified in the City's approved Consolidated Plan. Additionally, the City is encouraged to promote the construction of affordable housing in areas that are currently inaccessible to low/moderate income families. To this end, the Infill program will be a citywide program, thus achieving greater integration of incomes throughout the City.

The houses that will be funded this year will be built in the Marquette neighborhood. Program participants are given a choice of city-owned lots to choose from. Participants *are limited* to areas that are currently zoned single-family residential and where the city currently owns land. Staff encouraged participants to select areas that have already undergone significant street and sidewalk repairs, so that assessments will not be a burden in the early years of the mortgage. Finally, the Marquette area is experiencing a surge of newly constructed homes. This is due largely because of the high concentration of vacant urban renewal land. Most of the homes in this area are being funded privately by moderate to high-income families.

## **Why build new housing units in old neighborhoods?**

The Consolidated Plan for the City identifies increasing home ownership as the third highest priority. Implementation of the Infill plan can help to accomplish this priority by making more decent, safe, and sanitary housing units available for purchase. The fourth highest priority as identified in the Consolidated Plan is to encourage the development of new housing units. There have been several efforts to develop new housing units, unfortunately the units produced are largely out of economic reach for a great majority of Muskegon residents. The Infill Program makes newly constructed units available by subsidizing the construction cost.

### **I. Replacement of Lost Housing**

The design and implementation of an infill program replaces substandard housing stock that has been demolished predominately in the 1960s -1970s. The city also demolishes substandard housing that has become hazardous annually. As a result of the demolition, which is often times scattered, some neighborhoods have a barren look, causing disinvestment and increased crime.

With the assistance of federal funds, the City can replace demolished housing units that are affordable to low/moderate income people. The Infill construction restores the continuity of the neighborhoods.

### **II. Cost Effectiveness**

Some housing units that have been recently rehabilitated up to City code have required costs up to \$80,000. With the housing stock in the City continuing to age, it is often much more cost effective to construct new housing units than to rehabilitate substandard housing. The same \$80,000 used to rehabilitate a substandard unit that appraises at \$30,000 would be better spent constructing a new housing unit worth \$60,000 – \$70,000.

The use of HOME funds keeps the cost of construction down by leveraging the HOME funds with bank financing. In this manner, the homeowner does not bear the entire construction cost.

In most cases, the homeowner will also receive down payment assistance from one of the City's Community Housing Development Organizations (CHDO).

### **III. Infrastructure**

One of the most prohibitive costs in developing new housing is the placement of water, utilities and streets (typically in suburban subdivisions). Often consumers want all the conveniences of city living outside of the City and the cost are usually passed on to the customer.

Costs to replace the housing units for the Infill Program are reduced by building in established neighborhoods because of the *existing* sidewalk, water and sewer.

### **IV. Community Resources**

Consumer dollars spent in urban centers provide a tax base for the City. As businesses seek to decrease their tax burden, they often relocate to the suburbs, depleting the City's tax base. Often, consumers follow these businesses. In turn, there is an increase in traffic out to the suburbs, which places a strain on cities to maintain streets with decreasing tax funds to do so.

By offering affordable housing opportunities to low/moderate income families, the City can keep people inside the City boundaries and either stabilize or increase income and property taxes as a result.

## **How do the HOME Funds keep the housing units affordable?**

### **I. Leveraging**

HOME funds will be leveraged with private lender financing for construction costs and end mortgages when the units are completed. Without the HOME assistance, the homeowner will have to secure both the construction financing and the mortgage.

Many residents of the City have the financial wherewithal to pay a mortgage, but are renting because they cannot find a suitable house for reasons related to size or amenities. The majority of residents of the City do not have the financial capacity to secure construction financing which generally carries a higher interest rate than would a mortgage loan. Home funds can be used to lower the cost to a level where the low/moderate income families can comfortably afford the units.

| <b>Construction Costs</b> | <b>HOME Funds</b> | <b>Mortgage Amount</b> |
|---------------------------|-------------------|------------------------|
| \$120,000                 | \$50,000          | \$70,000               |

Instead of securing a loan for \$120,000 (the cost of construction), the homeowner need only apply for a \$70,000 mortgage loan.

## II. Integration of Incomes in City Neighborhoods

In a well integrated neighborhood, there are local businesses, homeowners *and* renters of diverse economic backgrounds. A community where the majority of residents are cash-strapped makes for a troubled community. Developing new housing units, along with providing rehabilitation assistance to owner-occupants and rental property owners helps to meet what is ranked as the City's fifth highest priority, establishing a plan to encourage economic and cultural diversity in all City neighborhoods.

This in turn ensures that all City residents have a guaranteed right to fair housing. The addition of affordable housing in existing neighborhoods affords low/moderate income families a wider choice of housing options within the City.

### Program Implementation

- A realty company will route qualified buyers who have been pre-approved for at least a \$60,000 mortgage to Community Neighborhood Services (CNS).
- The CNS department will verify income, employment, residency, and dependents.
- Additional responsibilities of CNS include:
  - Assisting program participants in their selection of city owned land;
  - ensuring that the house design fits in with existing homes;
  - draw up contracts with the buyer as provided by HOME regulations;
  - open bids for construction;
  - bid selection;
  - draw up construction contracts with city attorney;
  - construction fund disbursement;
  - and project completion

Homebuyers for this program must meet the *maximum income qualification* (see chart on page one) as determined by HUD. Participants who meet the maximum income qualification are much more likely to be able to successfully maintain their mortgage. Further eligibility will be contingent on credit history. Ideally, participants will meet the all requirements established by the lender(s) involved. Once the income and credit qualifications have been met, participants will be required to complete a series of workshops, in which they will be counseled on the purchase process as well as maintenance issues related to homeownership.

Issues addressed in the purchase workshops include, but are not limited to lot selection, house plan selection, credit assessment, lender selection, and budgeting. As the name implies, the maintenance workshops will cover issues related to interior and exterior repair, yard upkeep, and bidding, should the owner need to contract out work at a later date.

### **Partners**

- City of Muskegon
- U.S. Department of Housing & Urban Development
- Old Kent Bank
- Remax Realtors

### **Funding Sources**

- \$240,000 in HOME funds
  - Cost of construction is estimated to be \$120,000/home
  - Mortgage cost is between \$62,000 - \$65,000/buyer
  - Brings the subsidy to about \$53,000 - \$55,000/ home

### **Timelines**

- General contracting bids due Tuesday, November 23,1999
- Commission approval January 2000
- Groundbreaking on first home March 2000
- Completion of first home June 30, 2000
- Completion of second home August 31, 2000
- Completion of third home September 30, 2000

## **HOME INVESTMENT PARTNERSHIPS PROGRAM ADDITIONAL PROGRAM REQUIREMENTS**

### **I. Qualifying Homebuyers**

Households receiving assistance under the HOME Programs must meet the following criteria:

- Client household must have an annual gross income, as determined by HUD income guidelines, at or below 80% of the area median income, adjusted for family size. Income determinations will be made at the time of application.
- The homebuyer must agree to occupy the property purchased with HOME funds as its principle residence throughout the applicable affordability period, subject to the recapture provisions.
- There *is no* requirement that the homebuyer remain low/moderate income throughout the HOME affordability period. Annual income verification *is not* required; however, occupancy is *mandated* for the length the affordability period, and as such *will be* verified annually.

### **II. Qualifying Properties**

Assistance under these programs is limited to housing units located or constructed within the City of Muskegon. In addition, these properties must:

- Remain the homebuyer's principle residence throughout the HOME affordability period as determined by the amount of HOME investment.
- Be constructed to meet the applicable local building code and Cost Effective Energy Conservation Standards after completion as a condition of receiving HOME assistance.
- Have an appraised value, at purchase that does not exceed the HUD 203(b) single-family mortgage limits for the Muskegon area.
- Have a sale price that does not exceed the HUD 203(b) single-family mortgage limits.

### **III. Definition of HOME subsidy:**

The HOME homebuyer subsidy is the difference between the fair market purchase price and the affordable price paid by the buyer. This is the amount of HOME funds that reduces the purchase price to an affordable level, but does not include the development subsidy, or the difference between the cost of producing the unit and the market value of the property. The amount of the development subsidy *is not* subject to HOME resale or recapture restrictions.

The amount that is subject to recapture and that is held, as a deferred second mortgage is the amount of HOME funds that reduced the purchase price to an affordable level. This amount triggers the affordability term requirements. All sales proceeds will be returned to the HOME Investment Trust Fund to be used for additional homebuyer assistance.

#### **IV. Recapture Provisions**

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

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

- The amount of the homebuyer's down payment (made from their own resources)
- The amount of the mortgage principle repaid at the time of resale.
- The appreciated value of the property (appraised value at resale the less the appraised value of the property at the time of purchase by the homeowner).

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

**NOTE:** During the affordability period, the City of Muskegon will realize property tax income from returning previously vacant residential property to meaningful use.

#### **V. Affordability Period**

| <u>Home Subsidy</u> | <u>Years in Home Without Repayment</u> |
|---------------------|----------------------------------------|
| \$15,000 or less    | 5 Years                                |
| \$16,000-\$40,000   | 10 Years                               |
| \$40,000 or more    | 15 Years                               |

**AGREEMENT BETWEEN CITY OF MUSKEGON  
AND RE/MAX OF MUSKEGON**

This Agreement between City of Muskegon and Re/Max of Muskegon ("Agreement") is made on this 14 day of April, 2000, by and between the **City of Muskegon**, a Michigan municipal corporation, (the "City"), and **Re/Max of Muskegon**, ("Re/Max").

**BACKGROUND**

A. The City has approved the Infill Program, which seeks to provide quality homes to low to moderate income families. Approval of the plan allows homes to be built on City owned lots for selected Purchasers.

B. Re/Max of Muskegon is in the business of matching Purchasers with appropriate sellers of housing in Muskegon and local areas.

C. The City needs to match the available lots and homes to be built with suitable Purchasers for the Infill Program.

**THEREFORE, the parties agree as follows:**

1. Obligations of Re/Max: Re/Max covenants, warrants and agrees as follows:

1.1 Re/Max will pre-screen all applicants for the Infill Program before presenting the potential Purchaser to the City. Pre-screening will be done by determining if the potential applicant fits the criteria to be selected for the program set-forth by the City.

1.2 After Re/Max selects an applicant who fits the criteria for the program, Re/Max will present the potential Purchaser to the City to be considered for the program.

1.3 Re/Max waives any commission other than as specified in the Agreement for the sale of property from City to **Bethany Nichols, James Spann, and Zina Knight** for property located at **Albert Street (vacant land), Wesley Street (vacant land), Ducey Street (vacant land)**.

1. Obligations of City: City covenants, warrants and agrees as follows:

2.1 In consideration for the above service by Re/Max, the City agrees to pay Re/Max the sum of Three Hundred Fifty Dollars (\$350) for each Purchaser selected for the Infill Program, who is approved for financing and closes on a residence in the Program.

2.2 The consideration is to be paid to Re/Max at the time of closing for each Purchaser. It is an express condition precedent to the payment of the above sum by the City that the Purchaser acquire the real property, finance the Construction with a lender and execute necessary loan documents with the City and satisfy all Construction liens associated with the City Infill Program.

2.3 In the event that the Purchaser presented by Re/Max does not satisfy conditions of paragraph 2.2, the City will not be liable for any amount to Re/Max for services relating to that particular Purchaser.

In the presence of the undersigned witnesses, the parties have executed this agreement on the date listed on the first page of this agreement.

**Witnesses:**

Linda Potter  
Linda Potter

JoAnn Krukowski  
JoAnn Krukowski

[Signature]

**City of Muskegon**

By: [Signature]  
Fred Nielsen, City Mayor

By: Gail Kunding  
Gail Kunding, City Clerk

**Re/Max of Muskegon**

By: [Signature]  
Associate Broker

**AGENDA ITEM # \_\_\_\_\_**

**COMMISSION AGENDA \_\_\_\_\_**

TO: Honorable Mayor and City Commissioners  
FROM: Administrative Services  
DATE: January 4, 2000  
RE: Citizen Survey

---

**SUMMARY REPORT**

At the City Commission meeting on November 23, 1999, the Commission approved staff's recommendation to contract with Carl Frost Center for Social Science Research to conduct a City-wide Citizen Survey. Since then, staff has worked closely with the Center's representative, Scott VanderStoep, to develop the survey questionnaire.

Copies of the draft survey questionnaire were provided to City Commissioners, Neighborhood Presidents, City Department Heads and others for your/their input. The attached final survey questionnaire reflects suggestions and comments received.

**FINANCIAL IMPACT**

\$11,920

**BUDGET ACTION**

None. Provided for in budgets '99 and '2000.

**STAFF RECOMMENDATION**

Staff recommends approval of the attached survey questionnaire.

**COMMITTEE RECOMMENDATION**

This item will be considered at the Committee of the Whole meeting on January 10, 2000.

## City of Muskegon Citizen Survey

### January, 2000

Hello, my name is \_\_\_\_\_ and I am calling from the Frost Research Center at Hope College. We are conducting a survey on behalf of the City of Muskegon. The survey takes about xx minutes to complete. Your phone number has been randomly selected to participate. All your answers are confidential and anonymous. Would you be willing to take a few minutes and give us your opinions about living in the City of Muskegon?

Are you a current resident of the City of Muskegon?

Yes (if yes, continue)

No (if no, discontinue)

#### I. General Issues and Overall Satisfaction

I am going to list some features about living in Muskegon. Please tell me how satisfied you are about the following features of living in Muskegon, using one of these five choices—very satisfied, satisfied, neutral, dissatisfied, or very dissatisfied. The first one is:

1. Parks, lakefront, beaches, and water
  2. Access to shopping, restaurants, and other commerce
  3. Job opportunities
  4. City services such as police and fire protection
  5. Schools and education
6. In response to the statement "Muskegon is a good place to live" would you say that you strongly agree, agree, are neutral, disagree, or strongly disagree with that statement?

#### II. Communication and Contact with Residents

The next set of questions deals with how well city officials communicate with residents.

7. How would you rate the city's efforts to keep residents informed about important issues and current events? Would you say they are:
- Excellent
  - Good
  - Fair
  - Poor
  - Very poor

I am going to list different sources of information. Please tell me how frequently you receive information about city affairs from each of these sources. You can answer using one of three responses: very frequently, moderately frequently, or not at all. The first one is:

8. The Muskegon Chronicle

9. Television news
10. City newsletter
11. Radio
12. Public meetings televised on the city's cable channel 77
13. City website
  
14. In the past year, have you had contact with one of the city offices?  
Yes  
No (go to question #16)
  
15. Was your problem/issue handled in an efficient and courteous manner by the person you spoke with?  
Yes  
No

### III. City Services and Projects

I'm going to list possible improvement projects for the city. Please indicate if you would support a one-mil levy to pay for the specific project. For the average homeowner, a one-mil levy equals \$21.68 in additional property tax. Please indicate your answer by choosing of the following choices—strongly support, support, neutral, oppose, strongly oppose.

16. Cross-lake ferry
17. Completion of Shoreline Drive
18. Resurface more streets
19. Community recreation center
20. Expanded recreation programs
  
21. If Muskegon reestablishes a cross-lake ferry, what is the maximum amount of time you would be willing to spend riding it?
  - a. 2 hours or less
  - b. 4 hours
  - c. 5 hours
  - d. not interested in a cross-lake ferry
  
22. How would you rate the City of Muskegon Fire Department? Would you say you are:  
Very satisfied  
Satisfied  
Neutral  
Dissatisfied  
Very dissatisfied
  
23. How would you rate the City of Muskegon Police Department? Would you say you are:  
Very satisfied

Satisfied  
Neutral  
Dissatisfied  
Very dissatisfied

24. How satisfied are you with the police department's relationship with citizens?

Very satisfied  
Satisfied  
Neutral  
Dissatisfied  
Very dissatisfied

25. How do you perceive the professionalism and competency of the Muskegon Police officers?

Excellent  
Good  
Fair  
Poor

26. How safe do you feel in your neighborhood?

Very safe  
Safe  
Unsafe  
Very unsafe

If you have any experience with these programs, please give us your opinion about the following programs supervised by the Department of Leisure Services on the following scale: very satisfied, satisfied, neutral, dissatisfied, very dissatisfied, or no experience with this service:

- 27. The sports and recreation program
- 28. Cemetery maintenance
- 29. The city marina
- 30. The farmer's market

Please indicate how interested you would be in attending the following events at L.C. Walker Arena by indicating whether you are: very interested, moderately interested, or not at all interested.

- 31. Music concerts
- 32. Basketball games
- 33. Hobby expos such as hunting & fishing or arts & crafts
- 34. Motorcross and monstertruck events
- 35. Ice shows

#### IV. Quality of Life

The next set of questions deals with quality of life in Muskegon.

36. How often do you go to downtown Muskegon for business or personal reasons?

- Twice a week or more
- At least once a week
- Two-three times a month
- Once every two months
- Two or three times a year

I am going to list some features or activities related to downtown Muskegon. For each of the items I list, please indicate how important each one is in determining whether you would be attracted to downtown. Please answer using one of three choices—very important, moderately important, or not at all important.

- 37. More variety in retail stores
- 38. More entertainment/cultural options
- 39. More variety of bars, lounges, and restaurants
- 40. Increased downtown safety
- 41. More free parking
- 42. Stores open at night
  
- 43. Code enforcement concerns local laws or codes regulating, among other things, housing and property maintenance. How satisfied are you with code enforcement in your neighborhood as it relates to property maintenance?
  - Very satisfied
  - Satisfied
  - Neutral
  - Dissatisfied
  - Very dissatisfied
  
- 44. How satisfied are you with code enforcement as it relates to housing?
  - Very satisfied
  - Satisfied
  - Neutral
  - Dissatisfied
  - Very dissatisfied

Using the scale of very satisfied, satisfied, neutral, dissatisfied, or very dissatisfied, please rate the following services provided by the Department of Public Works:

- 45. Recycling program and residential trash removal
- 46. Fall/spring leaf collection
- 47. Street cleaning in your neighborhood
- 48. Winter snow and ice control
- 49. Mowing of city green areas
- 50. Condition of local streets in your neighborhood

51. Condition of major streets that you regularly use
52. Do you feel your neighborhood is an excellent, good, fair, or poor place to live and raise children?
53. In your neighborhood, how would you rate the condition of park grounds and park equipment?  
Excellent  
Good  
Fair  
Poor
54. What do you like best about your neighborhood? (open-ended)
55. What do you like least about your neighborhood? (open-ended)
56. Are there any other recommendations you would like to make to city officials for improvement of services? (open-ended)

## V. Demographic Information

Finally, I'd like to ask you some demographic information. These are asked for statistical purposes only:

57. How long have you been a resident of the city of Muskegon?
58. What is your age?
59. What is your highest level of education?  
Less than high school  
High school grad or GED  
Some college  
College graduate  
Post-college degree
60. In how many recent civic elections have you voted, such as school millages, school board elections, or elections for city offices?  
All  
Almost all  
Some  
Few  
None
61. What is your annual household income?  
Under \$10K  
\$10-20K  
\$20-35K  
\$35-50K

\$50-60K  
\$60-70K  
over \$70K

62. In what neighborhood do you live? (Listed on computer screen. Caller reads them only if respondent does not know her/his neighborhood.)

**Agenda Item # \_\_\_\_\_**

**CITY COMMISSION MEETING \_\_\_\_\_**

TO: Honorable Mayor and City Commissioners  
FROM: Administration Division  
DATE: January 4, 2000  
RE: Customer Service Training

---

**SUMMARY OF REQUEST**

The City of Muskegon requested proposals to offer Customer Service Training to City employees. Proposals were received from three vendors: Not-So-Basics / Baker College, Muskegon Community College (MCC), and Grand Valley State University (GVSU).

The Employee Training Committee reviewed all three proposals and recommends Not-So-Basics / Baker College proposal for the following primary reasons:

1. **Lowest bidder at \$28,800** as opposed to GVSU at \$29,500 and MCC at \$29,728;
2. Customized training packet;
3. Material content is more comprehensive and desirable.

**FINANCIAL IMPACT**

\$28,800

**BUDGET ACTION REQUIRED**

None. Provided for in 2000 Budget.

**STAFF RECOMMENDATION**

Staff recommends approval of Not-So-Basics / Baker College proposal.

**COMMITTEE RECOMMENDATION**

The Committee of the Whole will review this issue at its meeting on January 10, 2000.

# Customer Service Training

Request for Proposal-City of Muskegon

Due 11/29/99

## Price Proposal

Investment Costs

### Cost per individual class

\$750 per 4-hour session plus \$6 per workbook per student

### Cost for the entire solution as proposed

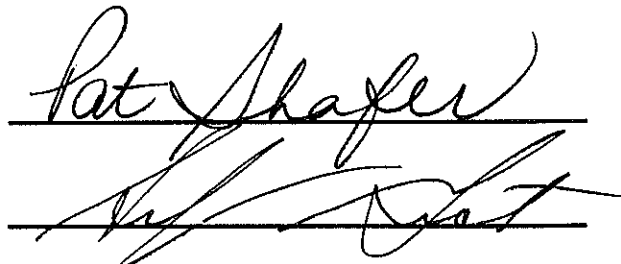
|                                                                              |                                     |
|------------------------------------------------------------------------------|-------------------------------------|
| 12 sessions of Excellent Customer Service for a total of 300 people          | 12 x \$750/session = \$ 9,000       |
| 4 sessions of Advanced Customer Service for a total of 100 people            | 4 x \$750/session = \$ 3,000        |
| 4 sessions of Projecting a Positive Image for a total of 100 people          | 4 x \$750/session = \$ 3,000        |
| 12 sessions of Excellent Internal Customer Service for a total of 300 people | <u>12 x \$750/session = \$9,000</u> |
| <b>Total Cost of Training</b>                                                | <b>\$24,000</b>                     |
| <b>Total Cost of Materials</b> (800 x \$6.00 per person per session)         | <b><u>\$ 4,800</u></b>              |

|                           |                        |
|---------------------------|------------------------|
| <b>Bid Proposal Total</b> | <b><u>\$28,800</u></b> |
|---------------------------|------------------------|

Respectfully submitted by:

**Pat Shafer**  
Baker College

**Suzanne Gust**  
Not So Basic Training and Consulting



Institute for  
**Training &  
Development**

**Price Proposal  
Customer Service Training  
City of Muskegon**



**Service:**

Create and deliver a comprehensive customer service training package for 320 employees of the City of Muskegon.

**Total project cost as outlined in the project proposal:**

\$29,500.00

**Payment Terms:**

Twenty-five percent of total cost (\$7,375.00) due within 15 days of contracting.

Fifty percent of total cost (\$14,750.00) due after delivery of the first training session.

Final twenty-five percent of total cost (\$7,375.00) due within 15 days of completion of contract.

Payments should be sent to:

Institute for Training & Development  
Grand Valley State University  
301 W. Fulton, Ste. 104  
Grand Rapids, MI 49504

This pricing proposal is hereby submitted, along with the accompanying project proposal.

A handwritten signature in cursive script, reading 'Calvin Stockman', written over a horizontal line.

Dr. Calvin Stockman, Dean of Continuing Education  
Grand Valley State University

11-29-99

Date



## Muskegon Community College

221 South Quarterline Road • Muskegon, Michigan 49442 • (231) 773-9131

November 29, 1999

Gail Kunding  
City Clerk  
City of Muskegon  
933 Terrace Street  
P. O. Box 536  
Muskegon, MI 49443

### Price Proposal - Customer Service Training - City of Muskegon

Muskegon Community College's Business & Industrial Training Center proposes the following training for the City of Muskegon:

#### Instruction -

*Success Through Service*- All 320 full time city employees:

|                                   |                 |             |
|-----------------------------------|-----------------|-------------|
| 8 hours training for 25 employees | \$1056.00/group |             |
| 13 groups @ \$1,056/group         |                 | \$13,728.00 |

#### Materials:

|                                                                |             |
|----------------------------------------------------------------|-------------|
| <i>Success Through Service</i> - Textbooks - 320 @ \$50.00/ea. | \$16,000.00 |
|----------------------------------------------------------------|-------------|

(**Please Note:** This is special pricing just for the City of Muskegon worked out with Achieve Global for these textbooks. They must be ordered before **12/23/99** to receive this discount. Therefore, MCC will need a signed contract by that date. The textbook price after 12/23/99 will be \$70.00/each for a total of \$22,400.00 for materials.)

|                           |                    |
|---------------------------|--------------------|
| <b>Total Proposal Bid</b> | <b>\$29,728.00</b> |
|---------------------------|--------------------|

Thank you for the opportunity to provide this proposal to you. If you have any questions about this proposal or any of your training needs, please contact me at (231) 777-0217.

Yours truly,

David T. Holmen  
Director, Business & Industrial Training

**Commission Meeting Date: January 11, 2000**

**Date:** January 3, 2000  
**To:** Honorable Mayor and City Commissioners  
**From:** Planning & Economic Development *CBC*  
**RE:** Public Hearing - Request for Amendment to an Industrial  
Facilities Exemption Certificate - Neway Anchorlok  
International

---

**SUMMARY OF REQUEST:**

Pursuant to Public Act 198 of 1974, as amended, Neway Anchorlok International, Inc. (a.k.a. Holland Neway International), 1950 Industrial Boulevard, Muskegon, Michigan, manufacturer of suspension systems and brake actuators for the heavy truck industry, has requested an amendment to an Industrial Facilities Exemption Certificate. The Muskegon City Commission approved the existing Certificate on September 22, 1997. Initial total capital investment for this project was estimated at \$7,521,852 in personal property. Neway Anchorlok is planning to invest an additional \$1,220,300 in this project. As such, the company is requesting an amendment in the amount of \$1,220,300 to the existing abatement for the period of time remaining on the original certificate (7 years; ending in 2007).. This expansion is required to assist in the generation of the number of new jobs (75) promised in the original Certificate. Neway has a current workforce of 485.

**FINANCIAL IMPACT:**

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

**BUDGET ACTION REQUIRED:**

None

**STAFF RECOMMENDATION:**

Approval of the attached resolution granting an amendment to Industrial Facilities Exemption Certificate No. 97-534 on personal property for the term remaining on the existing abatement.

**COMMITTEE RECOMMENDATION:**

The Committee of the Whole will review this request at their meeting to be held on January 10, 2000.

## 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 contain 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<br>Clerk must also complete sections 19 and 20, page 3. |  | THIS SECTION FOR USE BY THE OFFICE OF<br>THE STATE TAX COMMISSION |                                                                                |
| Signature                                                                                                 |  | Application No.                                                   |                                                                                |
| Date Received                                                                                             |  | Date Received                                                     | Written Agreement?<br><input type="checkbox"/> YES <input type="checkbox"/> 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)<br>Neway Anchorlok International, Inc                                                                                                                                                                                                                           |  | b. Standard Industrial Classification Code (Sec. 2(10))<br>3710                                     |                       |
| c. Company Mailing Address (No. and Street, P.O. Box, City, State, ZIP)<br>1950 Industrial Blvd, Muskegon MI 49443                                                                                                                                                                                                                                     |  | First time applicants attach copy of Worker's<br>Compensation policy displaying workers codes       |                       |
| d. Location of Facility (No. and Street, City, State, ZIP) (Attach Legal Description)<br>1950 Industrial Blvd, Muskegon MI 49443                                                                                                                                                                                                                       |  | e. City/Twp./Village<br>Muskegon                                                                    | f. County<br>Muskegon |
| 2. Type of Approval Requested<br><input checked="" type="checkbox"/> NEW (SEC. 2(4))<br><input type="checkbox"/> REHABILITATION (SEC. 3(1))<br><input type="checkbox"/> SPECULATIVE BUILDING (SEC. 3(8))<br><input type="checkbox"/> TRANSFER (of existing certificate) (1 copy only)<br><input type="checkbox"/> RESEARCH and DEVELOPMENT (SEC. 2(9)) |  | 3. School District Where Facility is Located<br>Orchard View<br>a. School Code<br>61190             |                       |
| 5. Explain Applicant's Principal Type of Business (Detailed description of operations)<br>We engineer and manufacture, for sale at the wholesale level, suspension systems and brake actuators for use on heavy-duty trucks and trailers.                                                                                                              |  | 4. How Many Years of Exemption Requested?<br>Minor Equipment - 6 years<br>Major Equipment - 9 years |                       |

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

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

See Attached Statements

|                                                                                                                                             |       |           |
|---------------------------------------------------------------------------------------------------------------------------------------------|-------|-----------|
| a. Cost of land improvements (Itemize) Excluding cost of land                                                                               | \$ a. | -0-       |
| b. Cost of building improvements. (List major types & cost on attachment.)<br>Building permit required (See instructions on page 4, item 4) | b.    | -0-       |
| c. Cost of machinery and equipment. (Itemize: month, day & year and total on attachment; see instructions on page 4, item 2)                | c.    | 8,057,963 |
| d. Cost of furniture and fixtures. (Itemize: month, day & year on attachment; see instructions on page 4, item 2)                           | d.    | 684,189   |
| TOTAL PROJECT COST                                                                                                                          | \$    | 8,742,152 |

Continue on Page 2

9. List Time Schedule for Start and Finish of Construction Stages and Equipment Installation. Project dates must be projected and completed 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:     | N/A           | N/A         |
| Personal Property Improvements: | 12/31/97      | 12/31/99    |

- 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. Enterprise Zone or Empowerment Community ☐ 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.

- a. Enter total number of employees at site prior to start of project. As of 6/30/97 343
- b. Number of existing jobs that can be identified at this site that will be retained as a result of this project? 10
- c. Number of new jobs at this site expected to be created within 2 years of project completion? 75+

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) | b. SEV of Personal Property (Exclude Inventory) | c. Total SEV            |
| N/A                                    | N/A                                             | as of Dec. 31, 19 _____ |

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

3/25/97

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.

6a. 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 local governing unit 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

**APPLICANT'S CERTIFICATION**

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<br>Chris D Cook   |                                      | Phone<br>(231) 777-4351 |
| Mailing Address<br>1950 Industrial Blvd, PO Box 425, Muskegon, MI 49443 |                                      |                         |
| Type Name of Company Officer<br>Michael J Flint                         | Signature<br><i>Michael J. Flint</i> |                         |
| Title<br>Vice President of Manufacturing                                | Date<br>10/28/99                     |                         |

**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                                                                                                                                  | <b>DOCUMENTS REQUIRED</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| <input type="checkbox"/> ABATEMENT APPROVED FOR _____ Years<br><br>Ending December 30, _____<br>(not to exceed 12 years after project completion) | <input type="checkbox"/> 1. Application plus attachments. (See inst. pg. 4, # 1-7)<br><input type="checkbox"/> 2. Notice to the public prior to hearing to establish district.<br><input type="checkbox"/> 3. Resolution establishing district.<br><input type="checkbox"/> 4. Notice to taxing authorities prior to hearing to approve application.<br><input type="checkbox"/> 5. List of taxing authorities notified.<br><input type="checkbox"/> 6. Resolution approving application.<br><input type="checkbox"/> 7. Letter of Agreement (Signed by local unit and applicant) per P.A. 334 of 1993.<br><input type="checkbox"/> 8. T-1044A (if applicable)<br><input type="checkbox"/> 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.

Resolution No. 2000-15(a)

**MUSKEGON CITY COMMISSION**

**RESOLUTION APPROVING APPLICATION FOR AN  
AMENDMENT TO INDUSTRIAL FACILITIES EXEMPTION NO. 97-534  
NEWAY ANCORLOK INTERNATIONAL**

WHEREAS, pursuant to P.A. 198 of 1974 as amended, after duly noticed public hearing held on March 25, 1997, this Commission by resolution established an Industrial Development District # 97-26(b) as requested by Neway Anchorlok International, Inc., 1950 Industrial Boulevard, Muskegon, Michigan, 49442; and

WHEREAS, Neway Anchorlok International, Inc. has filed an application for an amendment to Industrial Facilities Tax Exemption Certificate No. 97-534 with respect to a new machinery and equipment to be installed within the Industrial Development district #97-26(b); and

WHEREAS, before acting on said application the Muskegon City Commission held a public hearing on January 11, 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 October 29, 1999, the date of the acceptance of the application for the amendment to Industrial Facilities Tax Exemption Certificate No. 97-534; 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 Neway Anchorlok International, Inc., for an amendment to Industrial Facilities Tax Exemption Certificate No. 97-534 with respect to installation of new machinery and equipment on the following described parcel of real property situated within the City of Muskegon Industrial Development District # 97-26(b) to wit:

Lots 26, 29, and 28, except the North 50 feet of the East 206.5 feet of Lot 28, of the Port City Industrial Center, according to the recorded plat thereof, City of Muskegon, County of Muskegon, State of Michigan.

And

Lot 25 and the Easterly 33 feet of Lot 26, Port City Industrial Center, lying in Section 34,  
Town 10 North, Range 16 West, City of Muskegon, County of Muskegon, State of Michigan.

- 3) The amendment to Industrial Facilities Tax Exemption Certificate No. 97-534 is issued and shall be and remain in force and effect for a period of time as granted under the initial Certificate (ending date of December 31, 2007).

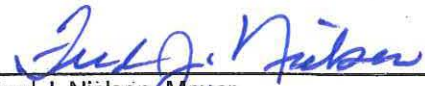
Adopted this 11<sup>th</sup> Day of January 2000

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

Nays: None

Absent: None

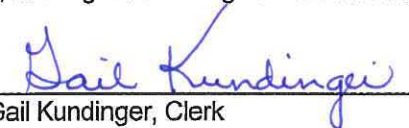
BY: \_\_\_\_\_

  
Fred J. Nielsen, Mayor

ATTEST: \_\_\_\_\_

  
Gail Kunding, Clerk

I hereby certify that the foregoing constitutes a true and complete copy of a resolution adopted by the Muskegon City Commission, County of Muskegon, Michigan, at a regular meeting held on January 11, 2000.

  
Gail Kunding, Clerk



## City of Muskegon Industrial Facilities Exemption Application Summary Sheet

### Company Summary:

Neway Anchorlok International, one of the largest manufacturing employers in the City of Muskegon is expanding operations at its Muskegon facility. The principle type of business conducted by the company is the manufacture of suspension systems and brake actuators for the heavy truck industry. Neway began operations in the City of Muskegon in the 1940's and has been acquired by many other companies with the most recent merger being with the Holland Group of Holland, Michigan, whereby Neway Anchorlok became Holland Neway.

### Employment Information:

#### Racial Characteristics:

|          |     |
|----------|-----|
| White    | 450 |
| Minority | 35  |
| Total    | 485 |

#### Gender Characteristics:

|        |     |
|--------|-----|
| Male   | 392 |
| Female | 93  |
| Total  | 485 |

Total No. of Anticipated New Jobs: N/A

### Investment Information:

|                   |             |
|-------------------|-------------|
| Real Property:    | 0           |
| Personal Property | \$1,220,300 |
| Total:            | \$1,220,300 |

### Property Tax Information: (Annual)

|                           |          |
|---------------------------|----------|
| Total New Taxes Generated | \$32,948 |
| Value of Abatement        | \$16,474 |
| Total New Taxes Collected | \$16,474 |

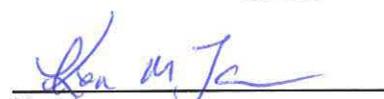
### Income Tax Information: (Annual)

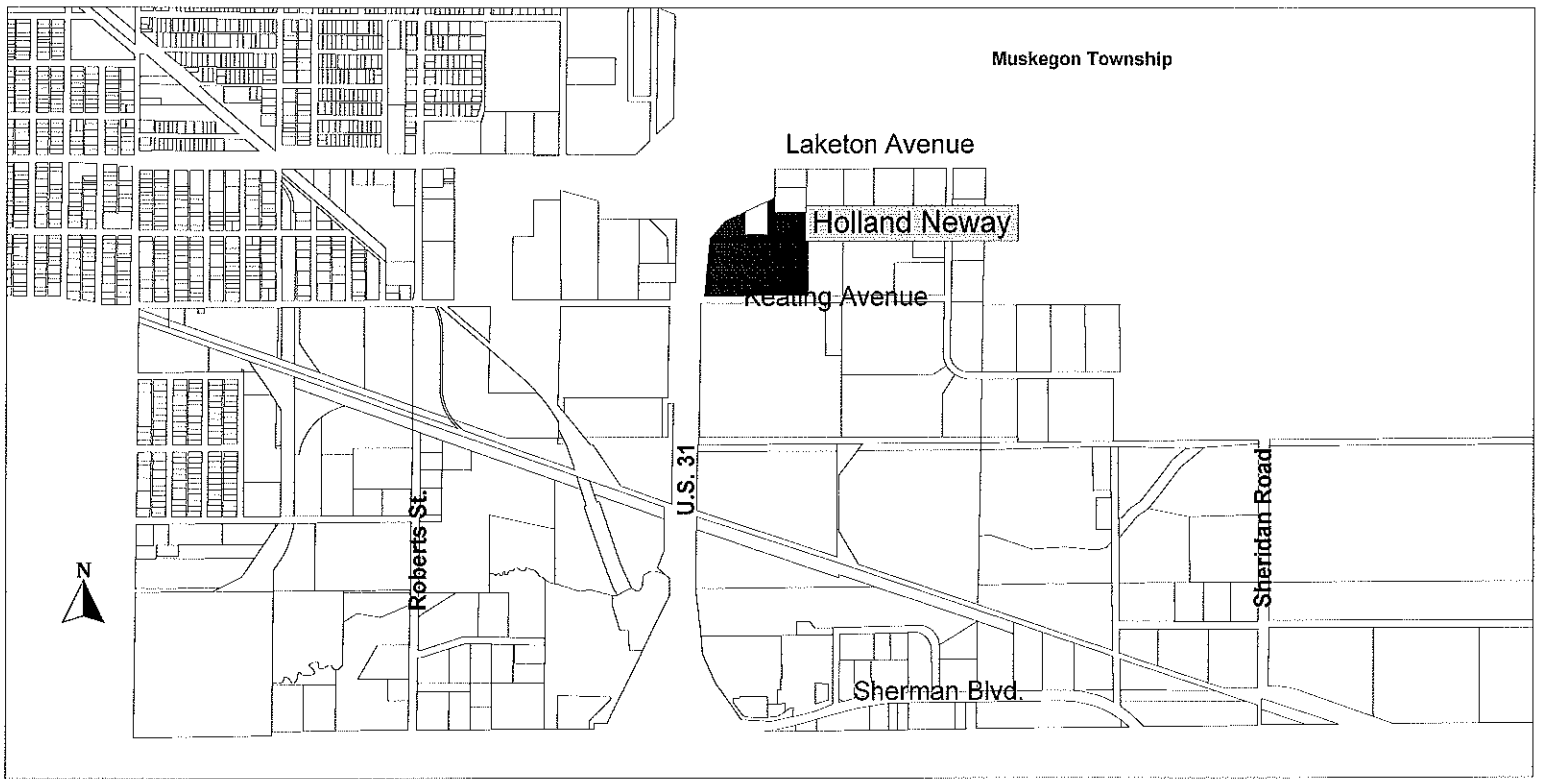
Total Additional Income Tax Generated: N/A

### 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



**Commission Meeting Date: January 11, 2000**

**Date: December 29, 1999**  
**To: Honorable Mayor and City Commissioners**  
**From: Planning & Economic Development** *CBC*  
**RE: Public Hearing - Request for Industrial Facilities Exemption Certificate - Holland Neway International**

---

**SUMMARY OF REQUEST:**

Pursuant to Public Act 198 of 1974, as amended, Holland Neway International, Inc., 1950 Industrial Boulevard, Muskegon, Michigan, manufacturer of suspension systems and brake actuators for the heavy truck industry, has requested the issuance of an Industrial Facilities Exemption Certificate. Total capital investment for this project is \$3,340,000 in personal property. The project will also result in the creation or retention of 25 employment opportunities. Holland Neway has a current workforce of 485.

**FINANCIAL IMPACT:**

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

**BUDGET ACTION REQUIRED:**

None

**STAFF RECOMMENDATION:**

Approval of the attached resolution granting an Industrial Facilities Exemption Certificate on personal property 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 10, 2000.



## City of Muskegon Industrial Facilities Exemption Application Summary Sheet

### Company Summary:

Holland Neway International, one of the largest manufacturing employers in the City of Muskegon is expanding operations at its Muskegon facility. The principle type of business conducted by the company is the manufacture of suspension systems and brake actuators for the heavy truck industry. Neway began operations in the City of Muskegon in the 1940's and has been acquired by many other companies with the most recent merger being with the Holland Group of Holland, Michigan, whereby Neway became Holland Neway.

### Employment Information:

#### Racial Characteristics:

|          |            |
|----------|------------|
| White    | <u>450</u> |
| Minority | <u>35</u>  |
| Total    | <u>485</u> |

#### Gender Characteristics:

|        |            |
|--------|------------|
| Male   | <u>392</u> |
| Female | <u>93</u>  |
| Total  | <u>485</u> |

Total No. of Anticipated New Jobs: 10

### Investment Information:

|                   |                    |
|-------------------|--------------------|
| Real Property:    | <u>\$</u>          |
| Personal Property | <u>\$3,340,000</u> |
| Total:            | <u>\$3,340,000</u> |

### Property Tax Information: (Annual)

|                           |                 |
|---------------------------|-----------------|
| Total New Taxes Generated | <u>\$90,180</u> |
| Value of Abatement        | <u>\$45,090</u> |
| Total New Taxes Collected | <u>\$45,090</u> |

### Income Tax Information: (Annual)

Total Additional Income Tax Generated: \$8,840

### Company Requirements:

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

  
Matthew Dugener  
Business Development

  
Ken James  
Affirmative Action

**MUSKEGON CITY COMMISSION**

**RESOLUTION APPROVING APPLICATION FOR AN  
INDUSTRIAL FACILITIES EXEMPTION  
HOLLAND NEWAY INTERNATIONAL**

WHEREAS, pursuant to P.A. 198 of 1974 as amended, after duly noticed public hearing held on March 25, 1997, this Commission by resolution established an Industrial Development District # 97-26(b) as requested by Neway Anchorlok International, Inc., 1950 Industrial Boulevard, Muskegon, Michigan, 49442; and

WHEREAS, Holland Neway International, Inc. has filed an application for an Industrial Facilities Tax Exemption Certificate with respect to a new machinery and equipment to be installed within the Industrial Development district #97-26(b); and

WHEREAS, before acting on said application the Muskegon City Commission held a public hearing on January 11, 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 November 18, 1999, the date of the acceptance of the application for the Industrial Facilities Tax Exemption Certificate; and

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

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

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

- 1) The Muskegon City Commission finds and determines that the Certificate considered together with the aggregate amount of certificates previously granted and currently in force under Act No. 198 of the Public Act of 1974 as amended and Act No. 255 of the Public Acts of 1978 as amended shall not have the effect of substantially impeding the operation of the City of Muskegon or impairing the financial soundness of a taxing unit which levies ad valorem property taxes in the City of Muskegon.
- 2) The application of Holland Neway International, Inc., for an Industrial Facilities Tax Exemption Certificate with respect to installation of new machinery and equipment on the following described parcel of real property situated within the City of Muskegon Industrial Development District # 97-26(b) to wit:

Lots 26, 29, and 28, except the North 50 feet of the East 206.5 feet of Lot 28, of the Port City Industrial Center, according to the recorded plat thereof, City of Muskegon, County of Muskegon, State of Michigan.

And

Lot 25 and the Easterly 33 feet of Lot 26, Port City Industrial Center, lying in Section 34,  
Town 10 North, Range 16 West, 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.

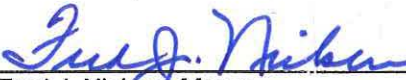
Adopted this 11<sup>th</sup> Day of January 2000

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

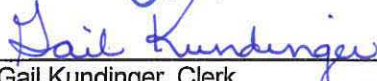
Nays: None

Absent: None

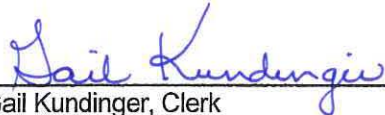
BY:

  
Fred J. Nielsen, Mayor

ATTEST:

  
Gail Kunding, Clerk

I hereby certify that the foregoing constitutes a true and complete copy of a resolution adopted by the  
Muskegon City Commission, County of Muskegon, Michigan, at a regular meeting held on January 11,  
2000.

  
Gail Kunding, Clerk

# 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 claim 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<br>Clerk must also complete sections 19 and 20, page 3. |               | THIS SECTION FOR USE BY THE OFFICE OF<br>THE STATE TAX COMMISSION              |  |
| Signature                                                                                                 |               | Application No.                                                                |  |
| Date Received                                                                                             | Date Received | Written Agreement?<br><input type="checkbox"/> YES <input type="checkbox"/> 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)<br>Holland Neway International, Inc.                                                                             |                            | b. Standard Industrial Classification Code (Sec. 2(10))<br>3710                                     |                       |
| c. Company Mailing Address (No. and Street, P.O. Box, City, State, ZIP)<br>1950 Industrial Blvd, Muskegon MI 49443                                                                                      |                            | First time applicants attach copy of Worker's Compensation policy displaying workers codes          |                       |
| d. Location of Facility (No. and Street, City, State, ZIP)<br>1950 Industrial Blvd, Muskegon MI 49443                                                                                                   | (Attach Legal Description) | e. City/Twp/Village<br>Muskegon                                                                     | f. County<br>Muskegon |
| 2. Type of Approval Requested<br><input checked="" type="checkbox"/> NEW (SEC. 2(4))<br><input type="checkbox"/> REHABILITATION (SEC. 3(1))                                                             |                            | 3. School District Where Facility is Located<br>Orchard View                                        |                       |
| <input type="checkbox"/> SPECULATIVE BUILDING (SEC. 3(8))<br><input type="checkbox"/> TRANSFER (of existing certificate) (1 copy only)<br><input type="checkbox"/> RESEARCH and DEVELOPMENT (SEC. 2(9)) |                            | a. School Code<br>61190                                                                             |                       |
| 5. Explain Applicant's Principal Type of Business (Detailed description of operations)                                                                                                                  |                            | 4. How Many Years of Exemption Requested?<br>Minor Equipment - 6 years<br>Major Equipment - 9 years |                       |

We engineer and manufacture, for sale at the wholesale level, suspension systems and brake actuators for use on heavy-duty trucks and trailers.

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

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

See Attached Statements

|                                                                                                                                             |       |           |
|---------------------------------------------------------------------------------------------------------------------------------------------|-------|-----------|
| a. a. Cost of land improvements (Itemize) Excluding cost of land                                                                            | \$ a. | - 0 -     |
| b. Cost of building improvements. (List major types & cost on attachment.)<br>Building permit required (See instructions on page 4, item 4) | b.    | - 0 -     |
| c. Cost of machinery and equipment. (Itemize: month, day & year and total on attachment; see instructions on page 4, item 2)                | c.    | 2,440,000 |
| d. Cost of furniture and fixtures. (Itemize: month, day & year on attachment; see instructions on page 4, item 2)                           | d.    | 900,000   |
| TOTAL PROJECT COST                                                                                                                          | \$    | 3,340,000 |

9. List Time Schedule for Start and Finish of Construction Stages and Equipment Installation. Project dates must be projected and completed 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:

N/A

N/A

Personal Property Improvements:

- 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. Enterprise Zone or Empowerment Community ☐ 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.

- a. Enter total number of employees at site prior to start of project. As of 9/30/99 \_\_\_\_\_ 485
- b. Number of existing jobs that can be identified at this site that will be retained as a result of this project? \_\_\_\_\_ 15
- c. Number of new jobs at this site expected to be created within 2 years of project completion? \_\_\_\_\_ 10

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) | b. SEV of Personal Property (Exclude Inventory) | c. Total SEV as of Dec. 31, 19____ |
| N/A                                    | N/A                                             | 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

3/25/97

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.

6a. 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 local governing unit 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

**APPLICANT'S CERTIFICATION**

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<br>Chris D Cook   |                                     | Phone<br>(231) 777-4351 |
| Mailing Address<br>1950 Industrial Blvd, PO Box 425, Muskegon, MI 49443 |                                     |                         |
| Type Name of Company Officer<br>Michael J Flint                         | Signature<br><i>Michael J Flint</i> |                         |
| Title<br>Vice President of Manufacturing                                | Date<br>11/18/99                    |                         |

**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                  | <input type="checkbox"/> ABATEMENT APPROVED FOR _____ Years                                                                | <b>DOCUMENTS REQUIRED</b><br><input type="checkbox"/> 1. Application plus attachments. (See inst. pg. 4, # 1-7)<br><input type="checkbox"/> 2. Notice to the public prior to hearing to establish district.<br><input type="checkbox"/> 3. Resolution establishing district.<br><input type="checkbox"/> 4. Notice to taxing authorities prior to hearing to approve application.<br><input type="checkbox"/> 5. List of taxing authorities notified.<br><input type="checkbox"/> 6. Resolution approving application.<br><input type="checkbox"/> 7. Letter of Agreement (Signed by local unit and applicant) per P.A. 334 of 1993.<br><input type="checkbox"/> 8. T-1044A (if applicable)<br><input type="checkbox"/> 9. Speculative building resolution & affidavits |
|                                   | Ending December 30, _____<br>(not to exceed 12 years after project completion)<br><br><input type="checkbox"/> DISAPPROVED |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| 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:**

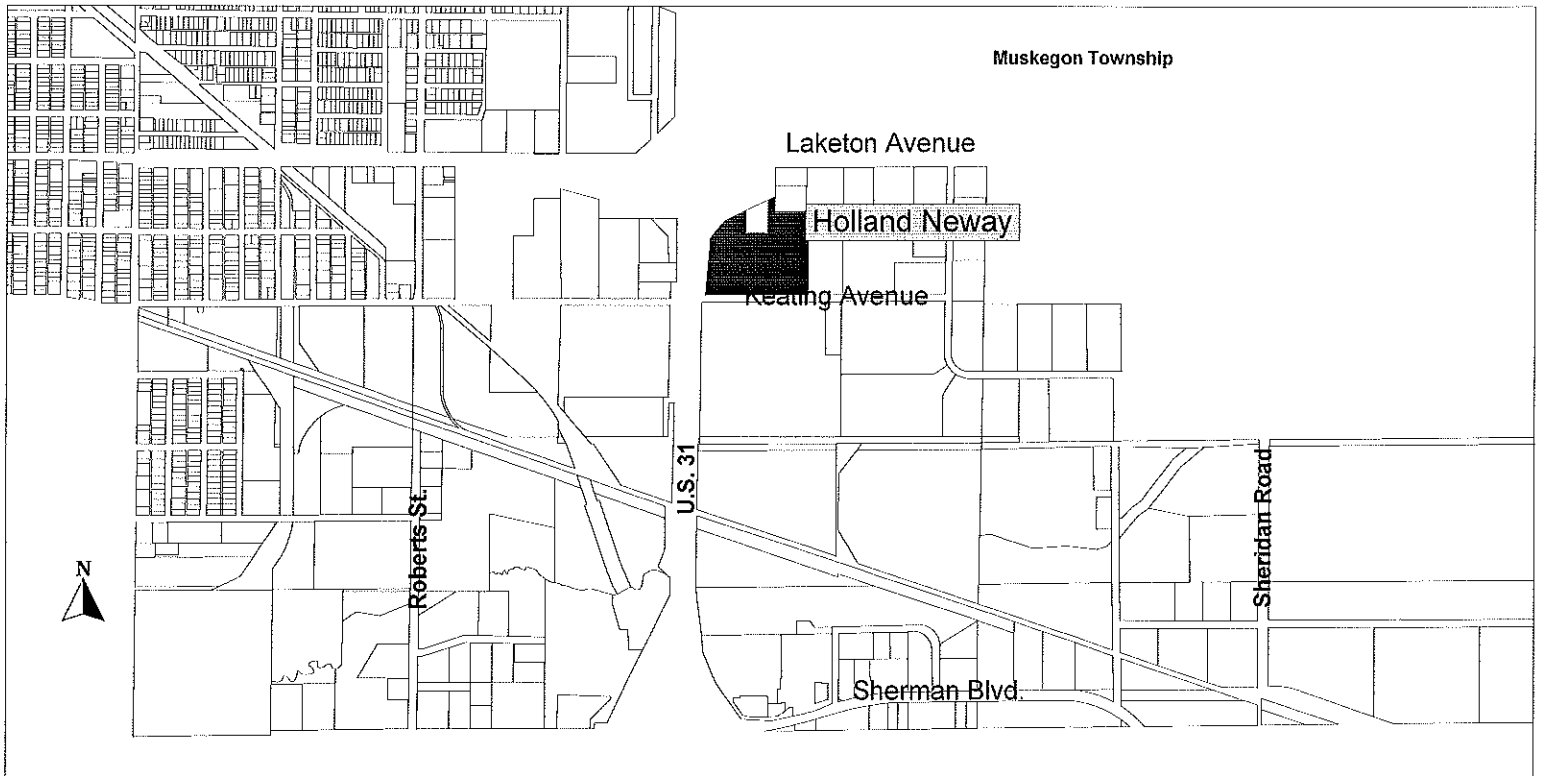
Complete applications approved by the local unit and received by the State Tax Commission by October 31 will be acted upon by December 31.

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.



## **West Michigan Dive Center, L.L.C.**

**2516 Glade Street**

**Muskegon, Michigan 49444**

**(231) 733-4200 (231) 737-3399 (Fax)**

**E-mail: [westmidivctr@msn.com](mailto:westmidivctr@msn.com)**

**Website: [www.westmichigandivecenter.com](http://www.westmichigandivecenter.com)**

December 22, 1999

Gail Kunding, City Clerk  
City of Muskegon  
933 Terrace  
Muskegon, MI 49440

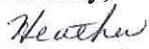
Dear Ms. Kunding,

I am writing to ask if we could please be on your agenda for the next Muskegon City Commission meeting on January 11, 2000? We are supporting a project to sink a vessel in the Muskegon area of Lake Michigan. Presently, a committee of area divers, community leaders and state officials are working on details to submit a proposal to the State of Michigan to sink a ship. The Vessel Sinking Steering Committee (VSSC) has been meeting monthly since August. We are in the process making a non-profit/tax-exempt organization responsible for the project. This is called the West Michigan Artificial Reef Society.

Attached is the "Background Information" on the project. We are beginning the process of informing the community. When we write our application to the State of Michigan, they need to know that this community understands the benefits of such a project. The creation of an artificial reef as a new dive site benefits area tourism and thus, the area economy. Further, the local NOAA office is committed to the project as a research site. Local support thus far has been positive.

Thank you for your consideration in letting us present information to your commission.

Sincerely,

  
Heather Bloom, Chair  
West Michigan Artificial Reef Society  
Co-owner, West Michigan Dive Center

# West Michigan Dive Center, L.L.C.

2516 Glade Street

Muskegon, Michigan 49444

(231) 733-4200 (231) 737-3399 (Fax)

E-Mail: [westmidivctr@msn.com](mailto:westmidivctr@msn.com)

Website: [www.westmichigandivecenter.com](http://www.westmichigandivecenter.com)

## Background Information

### Sinking of a Vessel

Lake Michigan, Muskegon Area

West Michigan Dive Center is forming the Vessel Sinking Steering Committee (VSSC). The Committee in cooperation with local and state authorities and adherence to regulations and guidelines proposes to sink a vessel in the Muskegon Area of Lake Michigan. The Michigan Underwater Preserve Council, Inc. has published the "Intentional Sinking Guidelines," 1993, which will be used in this endeavor. The following will be taken into consideration:

1. **Vessel** – Presently, the Vessel Sinking Steering Committee is searching for an appropriate vessel. State law requires that the vessel considered for intentional sinking have some relation to Great Lakes maritime heritage. The dimension of the vessel will be at least 100 ft. in length. The durability of materials used to construct the vessel will be considered.
2. **Cleaning the Vessel** – A strict "Cleanup Plan" will be made and implemented in accordance with the DNR and the EPA. Cleanup plans previously made for the sinking of the Selvick and the Mesquite will be studied and modified for this vessel.
3. **Vessel Sinking Site** – following sport diving recommendations, the vessel will be sunk to a depth no deeper than 130 ft. According to the U.S. Army Corps of Engineers, a vessel sinking site needs to take into account its proximity to shipping channels. A bottomland survey will be made to find the best sinking location for the vessel. Other factors considered will include currents, visibility, and biological factors.
4. **Community Support** – The Vessel Sinking Steering Committee will develop a plan to ensure area resident's involvement. Presently, information on the project is being distributed to community and business leaders. Support has been very positive and enthusiastic. A press package will be developed as well.
5. **Goals** have been established as follows:

#### Sinking of a Vessel Goals:

1. To make Muskegon a Dive Destination.
2. Economic Development.
  - a. Tourism
  - b. New Markets
3. Creation of an artificial reef.
4. For educational purposes.
5. Research on many levels –
  - a. Fish Studies
  - b. Effects on the underwater environment
  - c. Effects on the vessel
6. Keep the Public Informed

**For more information, please contact Heather Bloom, at West Michigan Dive Center contact numbers/email above.**

## **West Michigan Artificial Reef Society**

**2516 Glade Street**

**Muskegon, Michigan 49444**

**(231) 733-4200 (231) 737-3399**

**E-mail: [westmidivectr@msn.com](mailto:westmidivectr@msn.com)**

### **Report to Area Councils/Commissions – Jan/Feb 2000**

Scuba divers enjoy the thrill of diving on shipwrecks. Presently, in the Muskegon area, there are a few diveable wrecks in Lake Michigan including the Cort, Commanche, State of Michigan, and the Brightie. Unfortunately, most of these wrecks are at least 100 years old, and even though unique, are in pieces. Even so, they are visited by numerous divers each year. A new sunken vessel in the Muskegon area of Lake Michigan would be a diving attraction, bringing in more visitors to the area each year. The sinking of a vessel would create an artificial reef, creating fish habitat, and opportunity for research and education.

The practice of sinking a vessel is not a new one. When done intentionally and carefully, it is a win/win situation for the area economy and environment. In Michigan the government is careful about sinking vessels. The Michigan Underwater Preserve Council has published "Intentional Sinking Guidelines," 1993, an in depth manual on vessel sinking, which will be used in this sinking project. Two vessels have been sunk intentionally in the past 10 years, one in the Keweenaw Area in 1989 and the second in the Alger County area in 1996.

Around the country other vessels have been sunk successfully in oceans and lakes. These artificial reefs mean an economic boost their areas:

- ◆ In 1987 two 327 foot WWII era Coast Guard cutters, the Duane and Bibb, were sunk in the Florida Keys. They have brought an estimated \$7.2 million a year to the area in additional tourist trade.
- ◆ South Carolina claims an annual \$20 million boost from its sunken vessels and Alabama credits artificial reefs with adding millions to its tourist trade as well. These figures take into account excursion expenses, lodging, food, transportation and other outlays made by visitors.
- ◆ In Michigan's Alger County, a 1985 Michigan Sea Grant study was made on the economic impact of divers and their non-diving companions even before the vessel was sunk. The economic benefit to the area was \$2.5 million annually.
- ◆ A 1987 study of divers and their local spending was published by the Michigan Sea Grant. The attached chart shows the allocation of local spending by Great Lakes divers in 1986.

Not only is there an economic boost to the area, but the research potential on these artificial reefs is extremely important. A few examples of the research potential include studies on enhancement of fish habitat, underwater environment and the creation of artificial reefs. Our steering committee is fortunate to have the expertise of 2 area researchers and their affiliate programs: Chuck Pistis, Michigan Sea Grant Agent with Michigan State University/University of Michigan and Dr. Gary Fahnenstiel, Senior Ecologist and Director of the Lake Michigan Field Station/NOAA. Grand Valley State University's Water Resource Institute is also interested in research on the vessel. These programs are committed to working with the West Michigan Artificial Reef Society in research efforts.

The West Michigan Artificial Reef Society is a non-profit, 501C tax-exempt organization. Presently, a fund raising plan is being developed including grants, area and national foundations, fund-raisers and donations. Volunteers will be needed to clean the vessel and assist with sinking.

Our timeline is to submit our application to the State of Michigan in March 1st of 2000. Letters of support are being sought for submission with the application. My coming here tonight on behalf of our steering committee is to seek that support from you. Our timeframe is flexible, as we are dependent on securing a vessel and approval from the State of Michigan. We are hoping to find a vessel in the spring of 2000 and begin the cleaning process this spring and summer. We would like to sink the vessel in the fall of 2000. After any questions you have, I am requesting that a letter be drafted stating your support of the project.

I am open to any questions you may have.

On behalf of our steering committee, I thank you for your support.

Vessel Sinking Steering Committee:

Heather Bloom, Chair, Co-Owner West Michigan Dive Center

Jim Cleveland, USS Silversides Board of Directors

Emilie Cleveland, Community Volunteer

Colin DeVries, Dive Instructor/Travel Coordinator

Charlotte DeVries, Healthcare Professional/Divemaster

Wayne Harkema, Local Business Owner/Ass't. Instructor

Gary Fahnenstiel, Sr. Ecologist, Director of Lake Michigan Field Station/NOAA

Richard Lague, Attorney at Law

Alan Lowe, Roosevelt Park City Council

Gordon Mudler, CEO, Hackley Hospital

Chuck Pistis, Michigan Sea Grant Agent

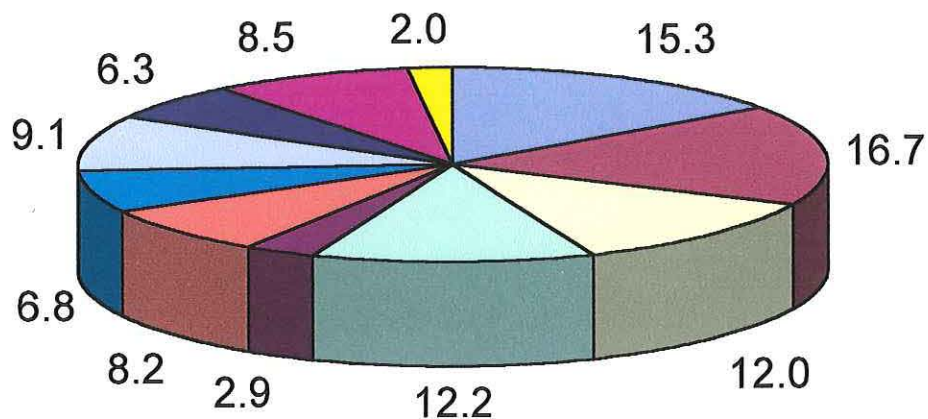
State Senator Leon Stille

State Representative Gerald VanWoerkom

Ed Zimmer, Local Business Owner

## ALLOCATION OF LOCAL SPENDING BY GREAT LAKES DIVER

### Percentage of One Dollar (\$1)



- Dining 15.3
- Lodging 16.7
- Dive Shop Services 12.0
- Charter Fees 12.2
- Boat Rental, Marina Fees 2.9
- Boat Expenses 8.2
- Shopping 6.8
- Entertainment 9.1
- Auto Expenses 6.3
- Groceries 8.5
- Air Fare, Car Rental 2.0

**Commission Meeting Date: January 11, 2000**

**Date:** December 20, 1999  
**To:** Honorable Mayor and City Commissioners  
**From:** Planning & Economic Development   
**RE:** Zoning Ordinance Amendment - Replacement of Site Plan Review and Submission Requirements language.

---

**SUMMARY OF REQUEST:**

Request to amend Section 2330 of Article XXIII (General Provisions) of the Zoning Ordinance to replace the language for Site Plan Review and Submission Requirements.

**FINANCIAL IMPACT:**

None

**BUDGET ACTION REQUIRED:**

None

**STAFF RECOMMENDATION:**

Staff recommends amendment of the Zoning Ordinance to include the proposed language in the article and section described above to replace the existing language in the section.

**COMMITTEE RECOMMENDATION:**

The Planning Commission recommended approval of the request. Committee of the Whole will review the request at their 1/10 meeting.

CITY OF MUSKEGON  
MUSKEGON COUNTY, MICHIGAN

ORDINANCE NO. 2009

**An ordinance to amend the Zoning Ordinance of the City replace the language for Site Plan Review and Submission Requirements.**

THE CITY COMMISSION OF THE CITY OF MUSKEGON HEREBY ORDAINS:

Articles XXIII of the Zoning Ordinance of the City of Muskegon is hereby amended to add the following language in Section 2330 (Site Plan Review and Submission Requirements), to replace the existing language:

**SECTION 2330: SITE PLAN REVIEW**

*It is the purpose of this Section to require site plan review approval for certain buildings, structures, projects, and uses that can have a significant impact on natural resources, environmental quality, traffic patterns and the character of future development. Certain land uses possess characteristics, which can become undesirable because their intrinsic needs, operations and/or appearance have influence beyond their own perimeter. It is hereby deemed prudent and necessary to apply limits and guidelines which will encourage environmentally, and economically sustainable development practices.*

*Site plan review shall be applied to protect property values; to protect and promote public health, safety and general welfare by requiring access management, screening, buffering and landscaping of sites; to preserve groundwater and respect natural water cycles; to conserve natural features and resources; and to provide shade, conserve energy, provide visual and sound privacy and otherwise facilitate the creation of a convenient, attractive and harmonious community. The requirements contained in this Section are further intended to reduce hazards to life and property due to fire, flooding, soil erosion, inadequate surface water drainage, inadequate sewage disposal systems, pollution, dust, fumes, noise, vibration, noxious odors, and other hazards, and to facilitate the provision of a system of roads, streets, parking, municipal sewage disposal, storm sewers, municipal water supply, and other public needs.*

1. Scope and Applicability: *Site Plan review and approval shall be required in accordance with the procedures of this Ordinance prior to applying for a development permit or building permit for the construction, reconstruction, erection or expansion of any building or structure. Once a site plan is submitted, no clearing of the site or land disturbances shall occur until site plan approval is given and required performance guarantees are in place.*
2. Approval required: *Site plan review and approval is required for the following:*
  - a. *All business and industrial uses, or an expansion of such uses.*

- b. *Developments with more than one dwelling per parcel, including but not limited to condominium projects developed pursuant to the Condominium Act p. a. 59 of 1978 as amended.*
  - c. *Expansion or paving of off-street parking and/or a change in circulation or access.*
- 3. *Staff approval: Sites of 2 acres or under with developments comprised of or adding 10,000 square feet or less, except those designated by this ordinance for Planning Commission review and approval shall be reviewed and require approval by the Zoning Administrator. The Zoning Administrator shall consult staff members from various city departments, as appropriate, to assist with the review.*
- 4. *Staff denial: In the event the Zoning Administrator rejects a site plan or a substantial portion of a site plan, the applicant shall have the right to review by the Planning Commission, which shall review the site plan or portion thereof in question, applying the same standards and method of review which is used in all planning commission site plan reviews.*
- 5. *Staff referral: In cases where the Zoning Administrator reasonably determines that a site plan presents problems or issues which should be reviewed for approval or rejection by the planning commission because of area wide effects, or technical difficulties or considerations, the Zoning Administrator may, with proper notice to the owner, refer the matter to the planning commission for review and action in accordance with the procedures and standards set forth for all planning commission review activities by this ordinance.*
- 6. *Planning Commission approval: Site plan review and approval by the Planning Commission is required as follows:*
  - a. *For Planned Unit Developments.*
  - b. *For all Special Uses.*
  - c. *For all multi-family developments with over 8 units.*
  - d. *For newly developed or redeveloped sites with over 2 acres of land, or for developments comprised of or adding over 10,000 square feet of structure.*
  - e. *For matters which have been appealed or referred to the planning commission from the Zoning Administrator. In such cases the Planning Commission may either approve or reject the applicable portion of the site plan, or it may refer the matter to the Zoning Administrator with further instructions.*

*Staff shall review said site plans and offer input to the Planning Commission in the form of a staff report summarized by the Zoning Administrator.*

7. Review process:
- a. Consultation: A preliminary meeting with staff is recommended prior to the submission of a site plan review application.
  - b. Preliminary review: The applicant may choose to submit a sketch plan to staff or the Planning Commission for preliminary input prior to the submittal of a full site plan.
  - c. Final Submittal: The Zoning Administrator shall review the application and site plan for completeness. Complete plans shall be forward for staff and Planning Commission review, as appropriate.
8. Information required: Information in possession of the City may be used to the extent appropriate for the proposed development. The Zoning Administrator may waive informational requirements clearly not applicable to a particular development. Site Plan Review materials shall consist of the following, as applicable:
- a. Application and review fee: The fee set by resolution of the City Commission for site plan review shall be paid upon application. An application for site plan review shall be made on a form supplied by the Zoning Administrator. A sufficient number of plans shall be provided for distribution and review.
  - b. Proof of ownership or option interest, or permission from the owner to engage in site plan approval.
  - c. Legal description of the property.
  - d. Project description.
  - e. Stormwater management plan.
  - f. Site Plan: Site plans shall be at a scale of not less than one (1) inch equals one hundred (100) feet with the following minimum information:
    - 1) The name and address of the person or firm who drafted the plan and the date on which the plan was prepared. Dates of updates to the plan shall also be recorded on the site plan.
    - 2) North arrow, vicinity map, scale, parcel number(s) and address of the property.
    - 3) Property lines, parcel dimensions, total site area.
    - 4) Location of existing and proposed structures, setbacks, dimensions and height. This information must also be provided for all accessory structures.

- 5) *Area reference points for adjacent properties, such as drives and structures within 100 feet.*
- 6) *Existing land use and zoning classification of abutting properties.*
- 7) *Topography elevations at five (5) foot contour intervals based on USGS datum with arrows showing the direction of existing overland flow of storm water runoff.*
- 8) *A grading plan showing proposed contours and spot elevations clearly indicating proposed earth changes and proposed flow of stormwater.*
- 9) *A statement as to the suitability of such soils regarding the intended use as well as any soil erosion & sedimentation control measures to be used.*
- 10) *Indication of natural features including vegetation. Significant vegetation shall be outlined and described as retained or removed.*
- 11) *Water courses and water bodies, and demarcation of the ordinary high water mark or floodplain.*
- 12) *Location and size of existing and proposed public utilities and respective easements.*
- 13) *Location of easements and existing public streets, in and abutting the site, including pavement width and right-of-way lines.*
- 14) *Location and dimensions of existing and proposed driveways and parking areas for customers, employees and commercial vehicles. Site circulation patterns shall also be included.*
- 15) *Location, size, of loading and unloading areas.*
- 16) *Location of snow storage areas or means for disposing of excess snow.*
- 17) *Location and design of all pedestrian and non-motorized transportation systems and fixtures needed to support them.*
- 18) *A landscape plan showing required planting and buffering features that comply with this ordinance.*
- 19) *Location and use of all common open spaces, recreation areas and facilities (if any) provided by the development for its users, and the method by which they will be maintained.*
- 20) *Location, type, height and design of all outdoor lighting to be used on the site.*

- 21) *Location and specifications for all solid waste disposal facilities, including recycling facilities (if any).*
  - 22) *Location and design of all signs and advertising features, including diagram of height and size of said signs.*
  - 23) *Location of fire lanes, fire lock box, hydrants, standpipes and security lighting.*
  - 24) *Location and specifications for existing or proposed outside, above or below ground storage facilities for any chemicals, salts, flammable materials, or hazardous materials, as well as containment structures or clear zones required by governmental authorities.*
  - 25) *A signature block for the applicant, Zoning Administrator and Chair of the Planning Commission to be signed once the final site plan is approved.*
9. *Professional Review:* *Additional studies may be required of the applicant for developments with regional impact including but not limited to, stormwater or infrastructure impact assessment and, traffic studies. The applicant may either provide the necessary studies or staff will obtain estimates for such studies based a consultant's estimate to perform them. Funds to cover consultant fees shall be provided by the applicant and shall be held in escrow by the city.*
10. *Conditions of Approval:* *As part of an approval to any site plan, conditions or limitations may be placed for protection of the public interest. Such conditions shall be related to and ensure that the review standards of this ordinance are met. A record of conditions imposed shall be maintained. If the Site Plan is approved with conditions the applicant shall submit a revised Site Plan with other required documents demonstrating compliance to the Zoning Administrator for approval prior to the application for a building or development permit.*
11. *Standards for Site Plan approval:* *Prior to approving a site plan, the City shall require that the following standards be satisfied:*
- a. *Schedule of Regulations:* *The site plan shall comply with the requirements for height, lot size, yard space, density and all other requirements as set forth in the district regulations.*
  - b. *Other codes and standards:* *To the extent necessarily shown in the site plan, it shall comply with other applicable City codes and standards.*
  - c. *Compatibility with surrounding land use and development:* *All elements shall be located, designed and organized in relation to topography, the size and configuration of the parcel, the character of adjoining property and the type and size of the*

buildings. The site shall be developed so as not to impede the normal and orderly development or improvements of surrounding property for uses permitted in this Zoning Ordinance.

- d. Preservation of natural features: The landscape shall be preserved in its natural state, insofar as practical, by removing only those areas of vegetation or making those alterations to the topography which are reasonably necessary to develop the site.
- e. Landscaping: Landscape buffers, and greenbelts shall be provided and designed in accordance with the provisions of this Ordinance. Fences, walks, barriers and landscaping shall be used, as appropriate, for the protection and enhancement of the property and for the privacy of occupants and neighbors.
- f. Stormwater management: Drainage design shall recognize existing natural drainage patterns. Stormwater removal shall not adversely affect neighboring properties or the public storm drainage system. Provisions shall be made to accommodate stormwater on-site, using sound engineering practices.
- g. Soil erosion control: Appropriate measures shall be taken to ensure compliance with state and local soil and sedimentation control regulations.
- h. Wetlands Protection: The natural retention or storage capacity of any wetland, water body, or water course will not be substantially reduced or altered in a way which could increase flooding or water pollution at the site or other locations.
- i. Emergency Access: All site improvements and structures shall be arranged so as to permit necessary emergency vehicle access and to comply with the locally adopted fire code.
- j. Public streets and private roads: All uses must have access to a public street or a private road. All streets and curb cuts shall be developed in accordance with City specifications, the Michigan Department of Transportation, and/or private road regulations of the City, whichever applies.
- k. Access Management: Streets and drives on a site shall be of a width appropriate to the traffic volume they will carry and shall have adequate paved areas for vehicles. Traffic mitigation techniques such as on-site parallel access lanes, rear access lanes, deceleration lanes and traffic calming measures may be required. Shared curb cuts and accessways may also be required.
- l. Site Circulation and Parking: Parking areas shall meet the requirements of this ordinance. All parking spaces and circulation patterns shall be marked. Curb stops or curbing may be required to prevent encroachment on required setbacks and screening. Provisions for on-site maneuvering of vehicles shall be made so as to discourage backing and movements of trucks on abutting public streets. On site traffic control signs shall be visible and understandable.

- m. Pedestrian safety: The on-site pedestrian circulation system shall be separated as completely and reasonably as possible from the vehicular circulation system. In order to ensure public safety, special pedestrian measures such as sidewalks, crosswalks, and other such facilities may be required for the development. The site circulation shall be connected to existing or planned streets and pedestrian or bicycle pathways in the area as appropriate.
- n. Site amenities: The site plan shall provide outdoor common areas and associated amenities for employees, customers and/or residents which may include public trash receptacles, bike racks, seating areas, recreation areas, shade trees, bus stop turn-outs, and similar facilities where appropriate.
- o. Utility Service: The development must be adequately served by necessary public services and shall not impose an undue burden on public services and infrastructure. All utilities for new construction shall be placed underground. Any installations which must remain above ground shall be compatible with those on adjacent properties.
- p. Lighting: Exterior lighting shall be arranged so it is deflected away from adjacent properties and so it does not impede the vision of traffic along adjacent streets. Flashing or intermittent lights shall not be permitted. Design of lighting fixtures shall be compatible with those on adjacent properties. Light poles and fixtures shall be no higher than twenty-five (25) feet.
- q. Signs: The size, location, and lighting of all permanent signs shall be consistent with the requirements of this Ordinance.
- r. Accessibility: All sites shall be designed to comply with barrier-free requirements.
- s. State and Federal Mandates: The site plan shall demonstrate compliance with any state or federal statute, regulation or ruling, whether general or site specific, which is applicable to the property. This shall include without limitation any legally enforceable restrictions on development or improvements which have been communicated or required by a state or federal agency. It shall include, without limitation, requirements of laws, regulations, rulings or agency requirements concerning environmental protection, waste management, floodplains, soil and sedimentation, protection of ground or surface water resources, soil conditions, and the presence of hazardous materials in or contamination of soils, air and water pollution matters and provisions which are designed for or reasonably related to the protection of the public health, safety or welfare. The applicant shall demonstrate that all said statutes, regulations, rulings, or requirements have been satisfied by its site plan and that there are no state or federal agencies which have required, or are in the process of requiring, any additional action, restriction or compliance. In the event a property is the subject of any governmental regulatory action or requirement, or

*without limitation, the property is located in the "facility" as defined by state or federal law, the state or federal agency responsible for the applicable regulation shall be notified in writing of the filing of the site plan and any hearing regarding the application for approval.*

12. *Phasing: If applicable, all development phases shall be designed in logical sequence to ensure that each phase will independently function in a safe, convenient and efficient manner without being dependent upon improvements of a subsequent phase and by not precluding subsequent development potential of remaining lands.*
13. *Validity: Approval of site plans not associated with a Planned Unit Development is valid for a period of 12 months. Failure to initiate material construction pursuant to an approved site plan in that time shall render the approval null and void.*
14. *Revocation: Any site plan review approval may be revoked by the Planning Commission after determination that one or more of the following circumstances exist:*
  - a. *A material error in the original approval has been discovered either because of inaccurate information supplied by the applicant or administrative error by a staff member or other agency*
  - b. *There has been a material departure from the commitments made and the requirements of an approved site plan.*
  - c. *Material and substantial pollution, impairment or destruction of the environment, or to another legally protected public interest, would occur if the project were to be constructed as previously approved.*
  - d. *Failure to perform, unless due to actions or circumstances beyond the applicant's control.*

*Appeals for time extensions of up to 6 months may be submitted and shall be reviewed by the Planning Commission.*

*Revocation of an approved site plan shall be communicated in writing with reasons therefor to the property owner. The Building Inspector shall also be notified to withhold any building permit until a new site plan is approved.*

15. *Performance Guarantees: A performance guarantee may be required to ensure compliance with the approved site plan.*
16. *Site Plan Modifications: Minor modifications to a site plan previously approved by the Planning Commission may be approved by the Zoning Administrator including, without limitation:*
  - a. *Change in any building size, up to five percent (5%) in total floor area*

- b. *Relocation of a dumpster*
- c. *Drive relocations*
- d. *Modification of up to 10% of the total parking area*
- e. *Sign location*
- f. *The addition of small accessory buildings (of not more than one hundred twenty square feet in area)*
- g. *Movement of buildings or other structures by no more than ten feet*
- h. *Replacement of plant material specified in the landscape plan with comparable materials*
- i. *Changes in building materials to comparable or higher quality materials*
- j. *Change in floor plans which do not alter the character of the use*
- k. *Changes required or requested by the City or other regulatory agency in order to conform to their laws or regulations*

*Requests for site plan modifications will be duly recorded by the Zoning Administrator and reflected by the applicant in the "as built" plans.*

17. *As-built plans: Upon completion of the project, and prior to the issuance of a Certificate of Occupancy or Certificate of Compliance, three as-built plans, accurately demonstrating compliance with grades and drainage plan, shall be provided to the Zoning Administrator. The Zoning Administrator shall provide one copy to the Assessor, and one copy to the Building Official.*

This ordinance adopted:

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

Nayes: None

Adoption Date: January 11, 2000

Effective Date: February 5, 2000

First Reading: January 11, 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 11th 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 11, 2000.

  
\_\_\_\_\_  
Gail Kunderger, CMC/AAE  
Clerk, City of Muskegon

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

**CITY OF MUSKEGON  
NOTICE OF ADOPTION**

Please take notice that on January 11, 2000, the City Commission of the City of Muskegon adopted an ordinance amending the Zoning Ordinance to add the following language to Section 2330 (Site Plan Review and Submission Requirements) of Article XXIII, to replace the existing language.

The amendment provides for procedures, requirements and standards for review for site plans, which are required for: all business and industrial uses, residential uses involving more than one dwelling unit per parcel, and expansions of off-street parking or circulation or access changes.

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

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

Published 1-26, 2000

CITY OF MUSKEGON

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

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

AGENDA Item No. \_\_\_\_\_

**MUSKEGON CITY COMMISSION MEETING – January 11, 2000**

To: Honorable Mayor and City Commissioners  
From: Planning Department   
Date: January 3, 2000  
Subject: Waterfront Redevelopment Plan

---

**SUMMARY OF REQUEST**

At a December 8<sup>th</sup> special Planning Commission meeting, there was a public hearing and the Waterfront Redevelopment Plan was adopted *without* the appendix that speaks to a Port Authority. While state law puts the responsibility of adopting land use plans on the Planning Commission, staff also has the City Commission endorse the plan to strengthen its merit.

**FINANCIAL IMPACT**

None

**BUDGET ACTION REQUIRED**

None

**RECOMMENDATION**

Adopt the plan by passing the attached resolution.

RESOLUTION #2000-17(b)

MUSKEGON CITY COMMISSION

RESOLUTION OF SUPPORT  
ADOPTING THE WATERFRONT REDEVELOPMENT PLAN

WHEREAS, the city of Muskegon adopted a Master Land Use Plan June of 1997, and;

WHEREAS, the Master Plan discusses the importance waterfront redevelopment for the city, and;

WHEREAS, staff worked with a task force and the community to put together a sub-area, more specific plan, for the waterfront in the context of the Master Plan, and;

WHEREAS, a public hearing on the plan was held by the Planning Commission December 8, 1999, where the Waterfront Redevelopment Plan was subsequently adopted,

NOW, THEREFORE, BE IT RESOLVED that the City Commission also hereby adopts the Waterfront Redevelopment Plan.

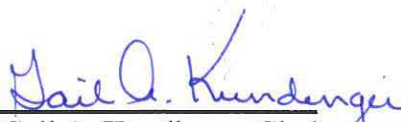
Adopted this 11<sup>th</sup> day of January, 2000.

Ayes: Schweifler, Sieradzki, Spataro, Aslakson

Nays: Nielsen, Shepherd, Benedict

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 11, 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, City Clerk

Executive Summary

# **The City of Muskegon, Waterfront Redevelopment Sub-Plan, 1999.**

## **I Foreward**

The planning process resulting in the *Muskegon Waterfront Redevelopment Sub-Plan* began in earnest in late summer of 1998. At that time, a broad-based coalition of business and community leaders organized under the auspices of MEGA, and known as the Lakefront Development Task Force, requested City staff to join with them in creating a plan that would serve as a rough blueprint for future waterfront development activities. Over the ensuing months, City staff along with the task-force, began to develop preliminary graphics that were subsequently published in the *Muskegon Chronicle*. Although initial comments were few, the plans were generally well received. A series of individual meetings with selected property owners was held over a period of approximately four months followed by a general meeting of a majority waterfront property owners on April 1, 1999. The comments being generally favorable, a tacit endorsement to proceed with the planning program was given to City staff.

## **II Introduction**

The Muskegon Waterfront Redevelopment Sub-Plan has been drafted as an addendum to the City of Muskegon *Downtown Lakeshore Redevelopment Plan* adopted in 1997. It is a procedural step in a planning sequence designed to refine - and give physical shape to - many of the conceptual recommendations of that plan with regard to both generalized land use, and specific projects. The plan also expounds upon many of the principles put forth in the Muskegon *Lakeshore Trail Master Plan*, and attempts to enhance and augment that project's impact along the lake.

## **III Primary Goals & Objectives**

**Goal:** *Creation of a critical mass of activities along the lake within walking distance of downtown that will serve as a regional tourist destination and community focal point.*

Objective: Establishment of a downtown accessible staging area for a cross-lake ferry and other forms of water-born transit (including a permanent destination for the Queen's Cup regatta, and transient boat slips, water taxis).

Objective: Creation of linkages between the lakefront and inland land uses (especially in the downtown and Lakeside commercial districts) that will help spur complementary spin-off development.

Objective: Relocation of existing non-fixed attractions (Siversides, Farmers Market, Milwaukee Clipper) to downtown-waterfront locations to maximize the potential for ancillary development, and maximize the capture of visitor spending (i.e. “synergy”).

**\*Goal: *Maximize the economic development potential of the lake.***

Objective: Maximize patronage of downtown and Lakeside commercial district by visitors drawn to otherwise single-purpose events such as the Queen’s Cup regatta, Summer Celebration, Parties-In-The-Park and events at the Frauenthal Theater and Walker Arena.

Objective: Establishment of a Muskegon Port Authority or similar entity (with bonding and condemnation powers) to effectuate port related infrastructural improvements and promotional activities.

Objective: Expand/ Increase Foreign Trade Zone (FTZ) designations on Muskegon Lake.

Objective: Mitigation of the environmental concerns associated with lakefront development, and the various planning issues they pose.

Objective: Increase the mixture of land uses (especially housing) along the lake.

**\*Goal: *Conservation, protection and enhancement of sensitive waterfront resources.***

Objective: Mitigation of the impact of new development on existing view-sheds and natural habitats.

Objective: Relocation and concentration of heavy industrial waterfront uses, and the reduction of the conflicts they pose with less intensive uses (such as residential and recreational).

Objective: Preservation and adaptive reuse of water related historic resources such as the Mart Dock.

Objective: Increase awareness of natural features and wildlife habitat, and encourage zoning and design criteria for the protection of same.

Objective: Elimination/ mitigation of existing environmental hazards.

**\*Goal: *Enhance the attractiveness and accessibility (physical and visual) of the lakefront.***

Objective: Accommodation of various forms of passive and active forms of public recreation along the lake.

Objective: Unification of the lakefront through an integrated network of pedestrian/ bicycle pathways, lookouts, public finger piers, and public access easements.

Objective: Application of general design standards for lakefront development which seek to preserve views, insure public access, and promote environmentally sensitive land use.

Objective: Reduction of land use conflicts. Mitigation of land uses that are uncomplimentary or conflicting.

Objective: Buffering lakefront industrial facilities that are the most visually and environmentally obtrusive and/ or “animating” their appearance.

## **IV Waterfront Nodes**

The nodes, described below, were selected for their physical characteristics and location, the level of current infrastructure, and their compatibility with surrounding land uses. The node designations are not meant to preclude development identified primarily with one particular node, at other locations along the lake, or the mixing of uses between nodes. In all cases, recreational uses and public access to the shoreline are encouraged.

### **A. Civic/ Cultural (Downtown Waterfront)**

The Civic & Cultural node is conceived as the centerpiece of the lakefront, and a principle focal point for the entire City and region. Because of this dual role, it is important that it is visually linked to downtown, and be physically integrated with it in terms of site planning and streetscape. It is also important that the activities planned at this location be distributed densely enough to encourage pedestrian cross-traffic and spill-over into downtown.

### **B. Resort/ Residential (Lakeside)**

While housing can and should be integrated to varying extents at most points along the lake (excepting areas designated natural habitat), not all types of housing are appropriate for every waterfront location. Factors to consider in residential site planning and design include topography, views and surrounding land uses and architectural styles.

Because of the strongly residential profile of its surroundings, the formerly industrial lowlands immediately east of the Great Lakes Marina, and across from Pinchtown, is best suited for residential use (predominantly of the single-family variety). While other compatible land uses should not be ruled out, this area is a prime location for single-family housing for several reasons which include the proximity to the established neighborhoods of Nims, Lakeside and Bluffton, the commanding views of Muskegon Lake

### **C. Port Facilities (Eastern Shore)**

The concentration of port operations and heavy industry on the lake (perhaps under the aegis of a Port Authority or other quasi-public agency) can be seen as benefiting both industry and the general public in a variety of ways. In the case of the former, economies-of-scale and other efficiencies can be achieved through the common use of port related infrastructure such as: booms, stevedore (gantry) cranes, deep water slips, warehousing and transportation facilities thus relieving each operator of the need to maintain separate facilities. Perhaps more importantly, effective management of port activities could eventually lead to full containerization capabilities and more expansive use of Foreign Trade Zone (FTZ) designations.

From the public's standpoint, large tracts of formerly inaccessible waterfront lands would be opened up for more optimal uses such as housing and recreation. Truck traffic, and the wear and tear it causes to local roads, would be more effectively contained to more compatible areas away from high concentrations of housing. In short, the clustering of the heaviest port activities can be seen as an integral part of attracting a greater variety of desired land uses to the lake while at the same time, enhancing Muskegon's viability as a general cargo port.

### **D. Natural Habitat/ Mixed Recreation Areas - (Muskegon River)**

An added benefit of port facilities at the location suggested above, is the absence of major land use conflicts nearby. Presently both Fisherman's Landing and Richards park tenuously coexist with the scattered industrial activity surrounding them. Their awkwardness is exacerbated more by their isolation and poor access than by any conflicts posed by nearby salvage and barge operations. (In fact in many cases, clean port operations have proven to be better neighbors to recreation and wildlife areas than other uses which attract more human activity.)

To make a port project work at the proposed location (present day Fisherman's Landing) requires the relocation of the existing boat launch and camping facilities in order to take better advantage of the existing deep water berths. Such a project promises to be both costly and time consuming.

### **V. Conclusion**

The plan outlined above is designed to serve as the *conceptual framework* for projects which may or may not ultimately resemble those presented in the Waterfront Sub-Plan document. This is due to the knowledge that absent a port authority or other supreme planning body, development activities will be carried out individually by private property owners. While efforts to involve individual property owners in the planning process proved, in most instances, to be effective, these individuals may not always agree on every aspect of the plan, or the means necessary to carry it out.

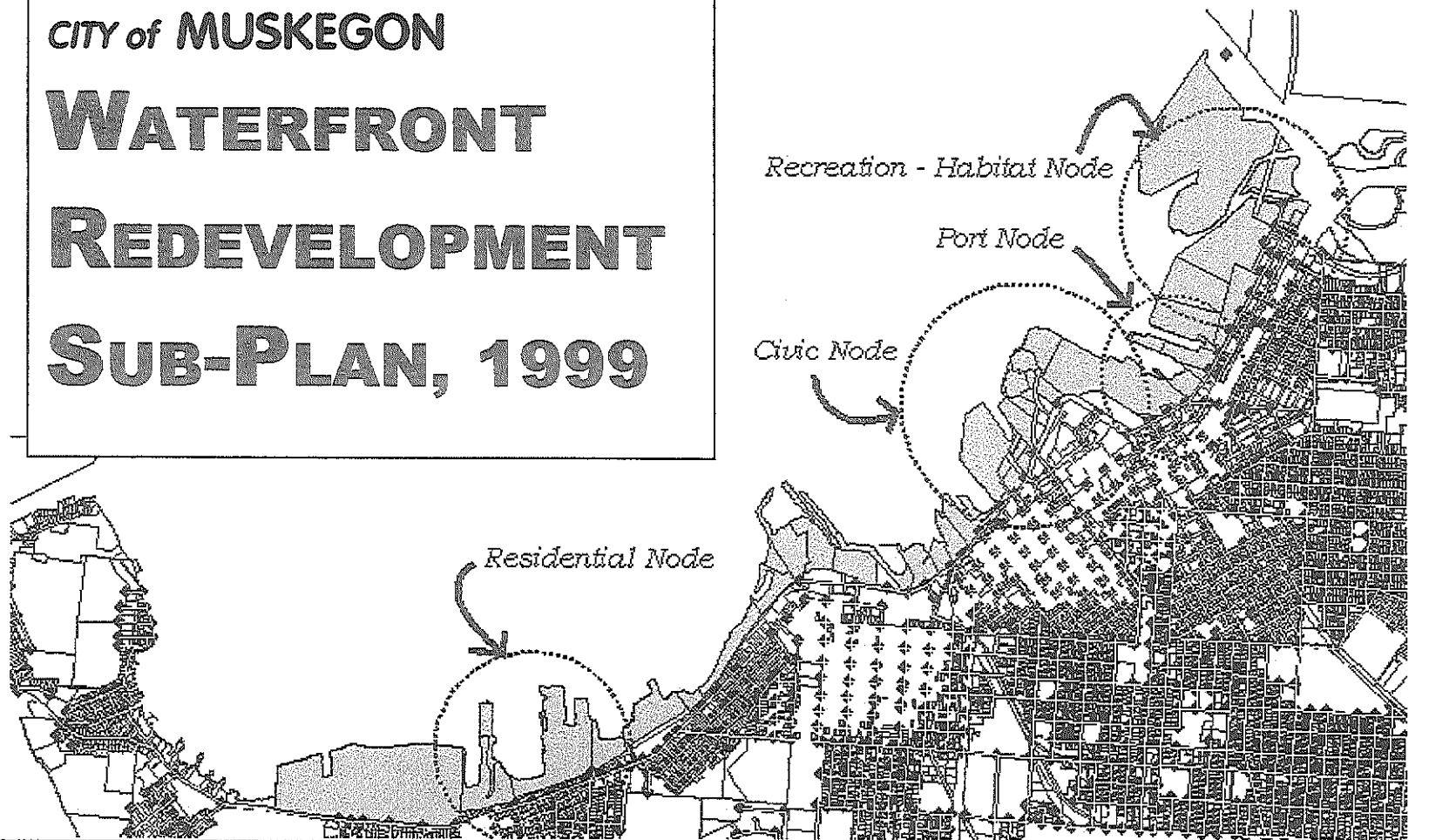
As Muskegon continues to experience the type of development pressure alluded to in the introduction, it will become apparent that the planning process will need to be fluid and adaptable to exigent and complex circumstances. In short, the plan should be taken in its "*spirit*", and not its "*letter*".

See packet for full book.



CITY of MUSKEGON  
Planning & Economic Development Department  
933 Terrace Street, Muskegon, MI 49443  
(616) 724-6702 Fax (616) 724-6790  
[www.ci.muskegon.mi.us](http://www.ci.muskegon.mi.us)

*CITY of* **MUSKEGON**  
**WATERFRONT**  
**REDEVELOPMENT**  
**SUB-PLAN, 1999**



AGENDA ITEM NO. \_\_\_\_\_

CITY COMMISSION MEETING 1/11/00

**TO:** Honorable Mayor and City Commissioners

**FROM:** Bryon L. Mazade, City Manager

**DATE:** January 5, 2000

**RE:** Clean Michigan Initiative Grant

**SUMMARY OF REQUEST:**

To consider correspondence with the State of Michigan consolidating the City's Clean Michigan Initiative Round I and Round II applications.

**FINANCIAL IMPACT:**

Funding from the Clean Michigan Initiative Grant would assist several waterfront projects.

**BUDGET ACTION REQUIRED:**

None.

**STAFF RECOMMENDATION:**

To authorize the attached letter to be sent to the Michigan Department of Environmental Quality (MDEQ).

**COMMITTEE RECOMMENDATION:**

The Committee of the Whole will consider this request on January 10, 2000.

January \_\_\_, 2000

**DRAFT COPY**

January 5, 2000

Mr. Russell Harding, Director  
Executive Division  
Department of Environmental Quality  
Hollister Building, 6<sup>th</sup> Floor  
106 W. Allegan  
P.O. Box 30473  
Lansing, MI 48909

Dear Mr. Harding,

The City of Muskegon is grateful for your continued efforts in working with us in regards to our Clean Michigan Initiative Waterfront Redevelopment and Brownfield Redevelopment grant applications for Round One and Round Two. In light of our conversations with the DEQ and MEDC, I would like to offer our willingness to renegotiate a portion of the Round One CMI grant in order to maximize our funding possibilities for the Round Two grant cycle.

The City of Muskegon is fortunate to have several potential waterfront projects ready to begin development for which CMI funding is crucial. These projects include the "Teledyne"/Lakefront, LLC and the Amazon Building projects. These projects are eligible and worthy of CMI funding. Therefore, we are committed to continuing our discussions to assure that these projects receive full consideration for funding in the CMI Round Two grant cycle.

We look forward to continuing our discussions with you in the near future.

Sincerely,

CITY OF MUSKEGON

Bryon L. Mazade  
City Manager