

# CITY OF MUSKEGON

## CITY COMMISSION MEETING

**OCTOBER 28, 2003**

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

### **AGENDA**

#### **ROLL CALL:**

#### **HONORS AND AWARDS:**

- a. Employee Service Awards. Civil Service
- b. Black Women's Political Caucus Award.

#### **CONSENT AGENDA:**

- a. Approval of Minutes. CITY CLERK
- b. Sale of Non-buildable lot at 916 W. Barney Avenue. PLANNING & ECONOMIC DEVELOPMENT
- c. Sale of Non-buildable lot at 632 E. Apple Avenue. PLANNING & ECONOMIC DEVELOPMENT
- d. Split and Sale of Non-buildable lot at 1756 Pine Street. PLANNING & ECONOMIC DEVELOPMENT
- e. Sale of Non-buildable lot at 178 Strong Avenue. PLANNING & ECONOMIC DEVELOPMENT
- f. Vacation of all existing alleys within the Seaway Industrial Park. PLANNING & ECONOMIC DEVELOPMENT
- g. Gypsy Moth Program Contract. LEISURE SERVICES
- h. Tree Truck. DEPARTMENT OF PUBLIC WORKS
- i. Service Monitor. DEPARTMENT OF PUBLIC WORKS
- j. Donation Check Off for 2003 Individual Income Tax Forms. INCOME TAX

#### **PUBLIC HEARINGS:**

- a. Confirmation of Special Assessment Rolls: Creston, Evanston to Apple ENGINEERING
- b. Confirmation of Special Assessment Rolls: Lincoln St., Sherman to Lakeshore Dr. ENGINEERING

- c. Spreading of the Special Assessment Roll on: Sidewalk Replacement Program for 2003 (Area W-5) ENGINEERING

**NEW BUSINESS:**

- a. Rezoning request for property located at 888 Terrace Street. PLANNING & ECONOMIC DEVELOPMENT
- b. Request for Reconsideration of Reverter Language for 407 W. Webster. PLANNING & ECONOMIC DEVELOPMENT
- c. Special Assessment Consent Agreement – Edison Landing. PLANNING & ECONOMIC DEVELOPMENT
- d. Rezoning request for properties located within “Area 11b”. PLANNING & ECONOMIC DEVELOPMENT
- e. Commercial / Industrial Property Sales Policy. PLANNING & ECONOMIC DEVELOPMENT
- f. Cross- Lake Ferry Agreement

**CLOSED SESSION:** To discuss Property Acquisition and Pending Litigation.

**Date: October 21, 2003**  
**To: Honorable Mayor and City Commissioners**  
**From: Gail A. Kunding, City Clerk**  
**RE: Approval of Minutes**

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SUMMARY OF REQUEST: To approve the minutes of the Commission Worksession that was held on Monday, October 13, 2003; and the Regular Commission Meeting that was held on Tuesday, October 14, 2003.

FINANCIAL IMPACT: None.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: Approval of the minutes.

# CITY OF MUSKEGON

## CITY COMMISSION MEETING

OCTOBER 28, 2003

CITY COMMISSION CHAMBERS @ 5:30 P.M.

### MINUTES

The Regular Commission Meeting of the City of Muskegon was held at City Hall, 933 Terrace Street, Muskegon, Michigan at 5:30pm, Tuesday, October 28, 2003.

Mayor Warmington opened the meeting with a prayer from Pastor Michael Bogert of First Christian Reformed Church after which the Commission and Public recited the Pledge of Allegiance to the Flag.

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

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

#### **2003-84 HONORS AND AWARDS:**

##### **a. Employee Service Awards.** Civil Service

Mayor Warmington introduced Debra Smith and Ray Murdaugh from the Civil Service Commission who presented the Service awards to the City employees.

##### **b. Black Women's Political Caucus Award.**

Marianne Darnell from the Black Women's Political Caucus presented Clara Shepherd with an award.

#### **2003-85 CONSENT AGENDA:**

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

SUMMARY OF REQUEST: to approve the minutes of the Commission Worksession that was held on Monday, October 13, 2003; and the Regular Commission Meeting that was held on Tuesday, October 14, 2003.

FINANCIAL IMPACT: None

BUDGET ACTION REQUIRED: None

STAFF RECOMMENDATION: Approval of the minutes.

##### **b. Sale of Non-buildable lot at 916 W. Barney Avenue.** PLANNING &

## ECONOMIC DEVELOPMENT

**SUMMARY OF REQUEST:** To approve the sale of a vacant non-buildable lot (Parcel #24-665-000-0316-00) at 916 W. Barney Ave. to James Christiansen, owner of 930 S. Barney Avenue, Muskegon, MI 49441. Approval of this sale will allow the adjacent property owner to expand his current yard. As is required by City policy, the subject parcel is being offered for \$100 to Mr. Christiansen.

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

**BUDGET ACTION REQUIRED:** None

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

### **c. Sale of Non-buildable lot at 632 E. Apple Avenue.** PLANNING & ECONOMIC DEVELOPMENT

**SUMMARY OF REQUEST:** To approve the sale of a vacant non-buildable lot (Parcel #24-205-059-0009-10) at 632 E. Apple Avenue to David & Joanne Tice, 640 E. Apple Avenue and Donald & Ruth West, owners of 626 E. Apple Avenue, Muskegon, MI 49442. Approval of this sale will allow the adjacent property owners to have homes located on buildable lots, as well as expanding their current yards. As is required by City policy, the subject parcel is being offered for \$100, and will be split between the Wests and the Tices and offered to them for \$50 each.

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

**BUDGET ACTION REQUIRED:** None

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

### **d. Split and Sale of Non-buildable lot at 1756 Pine Street.** PLANNING & ECONOMIC DEVELOPMENT

**SUMMARY OF REQUEST:** To approve the split and sale of a vacant non-buildable lot (Parcel #24-205-307-0002-00) at 1756 Pine St. to Teresa Woods, owner of 1750 Pine Street, Muskegon, MI 49442 and Birdie McAllister, owner of 1766 Pine Street, Muskegon, MI 49442. Approval of this sale will create buildable lots for these two adjacent property owners and will allow them to expand their current yards. As is required by City policy, the subject parcel is being offered for \$50 for each half, and the lot will be split between Ms. Woods and Ms. McAllister.

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

**BUDGET ACTION REQUIRED:** None

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

**e. Sale of Non-buildable lot at 178 Strong Avenue.** PLANNING & ECONOMIC DEVELOPMENT

SUMMARY OF REQUEST: To approve the sale of a vacant non-buildable lot (Parcel #24-205-392-0011-00) at 178 Strong Avenue to Russell White, owner of 174 Strong Avenue, Muskegon, MI 49441. Approval of this sale will allow the adjacent property owner to expand his current yard. The other adjacent parcel is vacant. As is required by City's Area 10 \$1 lot sale policy, the subject parcel is being offered to the party who has the smallest lot. The lot will, therefore, be offered to Mr. White for \$1.

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

BUDGET ACTION REQUIRED: None

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

**f. Vacation of all existing alleys within the Seaway Industrial Park.** PLANNING & ECONOMIC DEVELOPMENT

SUMMARY OF REQUEST: Request for vacation of all existing alleys in Blocks 1 through 4 of the Young & Williams Addition, within the Seaway Industrial Park.

FINANCIAL IMPACT: None

BUDGET ACTION REQUIRED: None

STAFF RECOMMENDATION: Staff recommends vacation of the alleys, with the condition that any relevant City easement rights be retained.

COMMITTEE RECOMMENDATION: The Planning Commission recommended vacation of the alley with the condition that any relevant City easement rights be retained. The vote was unanimous with J. Aslakson and T. Harryman absent.

**g. Gypsy Moth Program Contract.** LEISURE SERVICES

SUMMARY OF REQUEST: to authorize the Mayor and Clerk to sign the 2004 Gypsy Moth Program Agreement with Muskegon County.

FINANCIAL IMPACT: Unknown

BUDGET ACTION REQUIRED: None

STAFF RECOMMENDATION: Approve.

**h. Tree Truck.** DEPARTMENT OF PUBLIC WORKS

SUMMARY OF REQUEST: Approval to purchase one 2004 Tree Truck.

FINANCIAL IMPACT: Total Cost \$89,810.00

BUDGET ACTION REQUIRED: None

STAFF RECOMMENDATION: Approve purchase of one 2004 Tree Truck from Dueco Incorporated.

**i. Service Monitor. DEPARTMENT OF PUBLIC WORKS**

SUMMARY OF REQUEST: Approval to purchase one Service Monitor.

FINANCIAL IMPACT: Cost \$18,760.00

BUDGET ACTION REQUIRED: None

STAFF RECOMMENDATION: Approve purchase of one service monitor from General Dynamics.

**j. Donation Check Off for 2003 Individual Income Tax Forms. INCOME TAX**

SUMMARY OF REQUEST: Approval to use the donations from the 2003 tax returns to upkeep Veteran's Memorial Park. The name of this program will be the Veteran's Memorial Park Fund.

FINANCIAL IMPACT: Estimated dollar amount to be donated could vary from \$2,000 to \$3,000. Cost savings from printing and mailing approximately 600 refund checks.

BUDGET ACTION REQUIRED: None

STAFF RECOMMENDATION: Approval recommended.

**Motion by Vice Mayor Schweifler, second by Commissioner Gawron to approve the Consent Agenda.**

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

**Nays: None**

**MOTION PASSES**

**2003-86 PUBLIC HEARINGS:**

**a. Confirmation of Special Assessment Rolls: Creston, Evanston to Apple ENGINEERING**

SUMMARY OF REQUEST: To hold a public Hearing on the spreading of the special assessment for Creston, Evanston to Apple, and to adopt the resolution confirming the special assessment roll. Furthermore, it is respectfully requested that a City Commissioner be appointed to the Board of Assessors to replace Mrs. Buie.

FINANCIAL IMPACT: A total of \$61,483.97 would be spread against the forty-three (43) parcels abutting the project.

BUDGET ACTION REQUIRED: None

STAFF RECOMMENDATION: To approve the special assessment roll and adopt the resolution.

The Public Hearing opened at 5:47 p.m. to hear and consider any comments from the public. No comments were heard.

**Motion by Vice Mayor Schweifler, second by Commissioner Shepherd to close the Public Hearing at 5:52 p.m. and adopt the resolution and confirm the special assessment roll for Creston, Evanston to Apple and the conversion of two lots, 1392 Isabella and 1397 Ada into one lot, 1397 Ada, and appoint Commissioner Spataro to the Board of Assessors to replace Mrs. Buie.**

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

**Nays: None**

**MOTION PASSES**

**b. Confirmation of Special Assessment Rolls: Lincoln St., Sherman to Lakeshore Dr. ENGINEERING**

SUMMARY OF REQUEST: To hold a public Hearing on the spreading of the special assessment for Lincoln St., Sherman to Lakeshore Dr., and to adopt the resolution confirming the special assessment roll. Furthermore, it is respectfully requested that a City Commissioner be appointed to the Board of Assessors to replace Mrs. Buie.

FINANCIAL IMPACT: A total of \$66,788.02 would be spread the fifty-seven-(57) parcels abutting the project.

BUDGET ACTION REQUIRED: None

STAFF RECOMMENDATION: To approve the special assessment roll and adopt the resolution.

The Public Hearing opened at 5:53 p.m. to hear and consider any comments from the public. No comments were heard.

**Motion by Commissioner Gawron, second by Commissioner Spataro to close the Public Hearing at 5:56 p.m. and adopt the resolution and confirm the special assessment roll for Lincoln Street, Sherman to Lakeshore Drive and appoint Vice Mayor Schweifler to the Board of Assessors to replace Mrs. Buie.**

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

**Nays: None**

**MOTION PASSES**

**c. Spreading of the Special Assessment Roll on: Sidewalk Replacement**

**Program for 2003 (Area W-5) ENGINEERING**

SUMMARY OF REQUEST: To hold a public Hearing on the spreading of the special assessment for the 2003 Sidewalk Replacement Program, and to adopt the resolution confirming the special assessment roll.

FINANCIAL IMPACT: A total of \$408,677.29 will be assessed against 413 parcels.

BUDGET ACTION REQUIRED: None

STAFF RECOMMENDATION: To approve the special assessment roll and adopt the resolution.

The Public Hearing opened at 5:57 p.m. to hear and consider any comments from the public. No comments were heard.

**Motion by Vice Mayor Schweifler, second by Commissioner Larson to close the Public Hearing at 6:00 p.m. and adopt the resolution and spread the special assessment roll for the Sidewalk Replacement Program for 2003 Area W-5.**

**ROLL VOTE: Ayes: Gawron, Larson, Shepherd, Warmington, Schweifler, Carter**

**Nays: None**

**Excused: Spataro**

**MOTION PASSES**

**2003-87 NEW BUSINESS:**

**a. Rezoning request for property located at 888 Terrace Street. PLANNING & ECONOMIC DEVELOPMENT**

SUMMARY OF REQUEST: Request to rezone property owned by Hage's, located at 888 Terrace St., from B-3 Central Business to B-5, Governmental Service.

FINANCIAL IMPACT: None

BUDGET ACTION REQUIRED: None

STAFF RECOMMENDATION: Staff recommends approval of the request.

COMMITTEE RECOMMENDATION: The Planning Commission recommended approval of the request at their 10/16 meeting. The vote was unanimous with J. Aslakson and T. Harryman absent and T. Johnson abstaining.

**Motion by Commissioner Larson, second by Vice Mayor Schweifler to approve the rezoning request for the property located at 888 Terrace Street from B-3 Central Business to B-5 Governmental Service.**

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

**Nays: None**

**MOTION PASSES**

**b. Request for Reconsideration of Reverter Language for 407 W. Webster.**  
PLANNING & ECONOMIC DEVELOPMENT

SUMMARY OF REQUEST: The attorney for Thomas Russo, who purchased 407 W. Webster from the City, is requesting that the City withdraw the reverter language contained in the Purchase Agreement, dated February 16, 1998. The reverter language was included in Section 8 of the Purchase Agreement, and required that the purchaser make improvements to the premises within 18 months, that the owner or subsequent owners occupy the premises as owner-occupants for a period of at least 10 years, and that if the property is used as a rental property during the 10 year period, the City has the right to quit claim deed the property from the Buyer. The attorney for Mr. Russo is requesting that the "City release the Russo's and the Russo's perspective successors in interest from the effects of the reverter language." Apparently, the Russo's are in the process of selling the property, and they are being told by the perspective purchasers that they are unable to obtain mortgage financing with the reverter language present. Staff recommends that the reverter language be kept as it is. The City has included reverter language in the sale of its properties for several years, and has not had a problem with other properties. In addition, the specific are where 407 W. Webster is located is one where the City has sold several properties, with the express intent that they be owner-occupied. It would be a disservice to the other property owners to change this condition at this time.

FINANCIAL IMPACT: None

BUDGET ACTION REQUIRED: None

STAFF RECOMMENDATION: To deny the request from Mr. Russo's attorney to change the reverter clause language on their deed/purchase agreement and release the Russos and their perspective successors in the interest from the effects of the reverter language. Staff is willing, however, to meet with any financial institution to explain our program for infill, and the reasons for the reverter clause (and staff has informed Mr. Russo and his attorney of this offer).

**Motion by Commissioner Spataro, second by Commissioner Larson to table to the next City Commission meeting and direct staff to meet with the lender and owner of 407 W. Webster and work out a solution.**

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

**Nays: None**

**MOTION PASSES**

**c. Special Assessment Consent Agreement – Edison Landing.** PLANNING & ECONOMIC DEVELOPMENT

SUMMARY OF REQUEST: The City of Muskegon received a CMI Waterfront Grant

for construction of infrastructure on the Edison Landing site. As anticipated, the grant funds are insufficient to construct the infrastructure. Lakefront LLC, the owner of the property, has agreed to finance the remainder of the infrastructure costs through a consent special assessment. It is necessary for the City Commission to approve the necessary agreements.

FINANCIAL IMPACT: The City will advance the necessary funds for the infrastructure and will be reimbursed through the advance payments from Lakefront LLC, as well as special assessment payments.

BUDGET ACTION REQUIRED: None

STAFF RECOMMENDATION: That the City Commission approves the Special Assessment Consent Agreement, the Resolution and the Special Assessment Roll by Consent.

**Motion by Commissioner Larson, second by Commissioner Gawron to approve the Special Assessment Consent Agreement, the Resolution and the Special Assessment Roll By Consent.**

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

**Nays: None**

#### **MOTION PASSES**

##### **d. Rezoning request for properties located within "Area 11b". PLANNING & ECONOMIC DEVELOPMENT**

SUMMARY OF REQUEST: Request to rezone most of the 295 properties located within 'Area 11b' (bounded generally by Apple Ave., Pine St., Irwin Ave., and Peck St.)

FINANCIAL IMPACT: None

BUDGET ACTION REQUIRED: None

STAFF RECOMMENDATION: Staff recommends approval of the request.

COMMITTEE RECOMMENDATION: The Planning Commission recommended approval of the request at their 10/16 meeting, with two changes in the proposed zoning. They recommended that 1200 Ransom St. remains zoned as RM-1 and that 1124 and 1132 Peck St. and 1152 and 1160 Ransom St. all be rezoned to R-1 instead of RT. The vote was unanimous with J. Aslakson and T. Harryman absent.

**Motion by Commissioner Spataro, second by Commissioner Larson to approve the rezoning request for properties located within "Area 11b".**

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

Nays: None

**MOTION PASSES**

**e. Commercial / Industrial Property Sales Policy.      PLANNING &  
ECONOMIC DEVELOPMENT**

SUMMARY OF REQUEST: To approve the Commercial/Industrial Sale Policy.

FINANCIAL IMPACT: None

BUDGET ACTION REQUIRED: None

STAFF RECOMMENDATION: To approve the policy.

COMMITTEE RECOMMENDATION: City Commission reviewed this policy at an earlier worksession. Recommended changes have been included in this version of the policy.

**Motion by Commissioner Larson, second by Vice Mayor Schweifler to approve the Commercial/Industrial Property Sales Policy.**

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

Nays: None

**MOTION PASSES**

**2003-88 CLOSED SESSION:** To discuss Property Acquisition and Pending Litigation.

**Motion by Commissioner Spataro, second by Commissioner Shepherd to go into Closed Session at 6:45 p.m.**

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

Nays: None

**MOTION PASSES**

**Motion by Commissioner Spataro, second by Commissioner Shepherd to come out of Closed Session at 7:23 p.m.**

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

Nays: None

**MOTION PASSES**

**Motion by Vice Mayor Schweifler, second by Commissioner Shepherd to concur with the recommendation of the City Attorney in regards to 688 W. Dale.**

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

Nays: None

**MOTION PASSES**

**2003-87 NEW BUSINESS CONTINUED:** Cross- Lake Ferry Agreement.

**Motion by Vice Mayor Schweifler, second by Commissioner Spataro to approve the lease agreement with Lake Express and Great Lakes Marina subject to City Manager's approval of appendix A and B.**

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

Nays: None

**MOTION PASSES**

The Regular Commission Meeting for the City of Muskegon was adjourned at 7:45PM.

Respectfully submitted,

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

Gail A. Kunding, MMC  
City Clerk

**Commission Meeting Date: October 28, 2003**

**Date:** October 21, 2003  
**To:** Honorable Mayor and City Commissioners  
**From:** Planning & Economic Development *CSW*  
**RE:** Sale of Non-buildable Lot at 916 W. Barney Avenue

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**SUMMARY OF REQUEST:**

To approve the sale of a vacant non-buildable lot (Parcel #24-665-000-0316-00) at 916 W. Barney Ave to James Christiansen, owner of 930 W. Barney Avenue, Muskegon, MI 49441. Approval of this sale will allow the adjacent property owner to expand his current yard (see attached map). As is required by City policy, the subject parcel is being offered for \$100 to Mr. Christiansen.

**FINANCIAL IMPACT:**

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

**BUDGET ACTION REQUIRED:**

None.

**STAFF RECOMMENDATION:**

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

**COMMITTEE RECOMMENDATION:**

None.

**CITY OF MUSKEGON**

**RESOLUTION #2003- 85(b)**

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

WHEREAS, the City of Muskegon has received \$100 from James Christiansen, owner of 930 W. Barney Ave, Muskegon, MI 49441 for the purchase of a vacant, City-owned lot located adjacent to his property at 916 W. Barney Avenue (parcel #24-665-000-0316-00); and,

WHEREAS, this lot is not considered buildable under the City's Zoning Ordinance; and,

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

WHEREAS, the sale of this property would be in accordance with property disposition goals and policies of the City; and,

NOW, THEREFORE BE IT RESOLVED, that THE CITY OF MUSKEGON ORCHARD GROVE ADDITION LOT 316 be sold to James Christiansen for \$100.

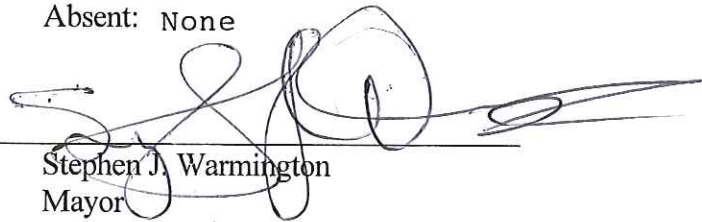
Resolution adopted this 28<sup>th</sup> day of October, 2003.

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

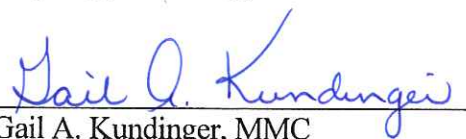
Nays: None

Absent: None

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

  
Stephen J. Warmington  
Mayor

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

  
Gail A. Kunding, MMC  
City Clerk

## CERTIFICATION

2003-85 (6)

This resolution was adopted at a regular meeting of the City Commission, held on October 28, 2003. The meeting was properly held and noticed pursuant to the Open Meetings Act of the State of Michigan, Act 267 of the Public Acts of 1976.

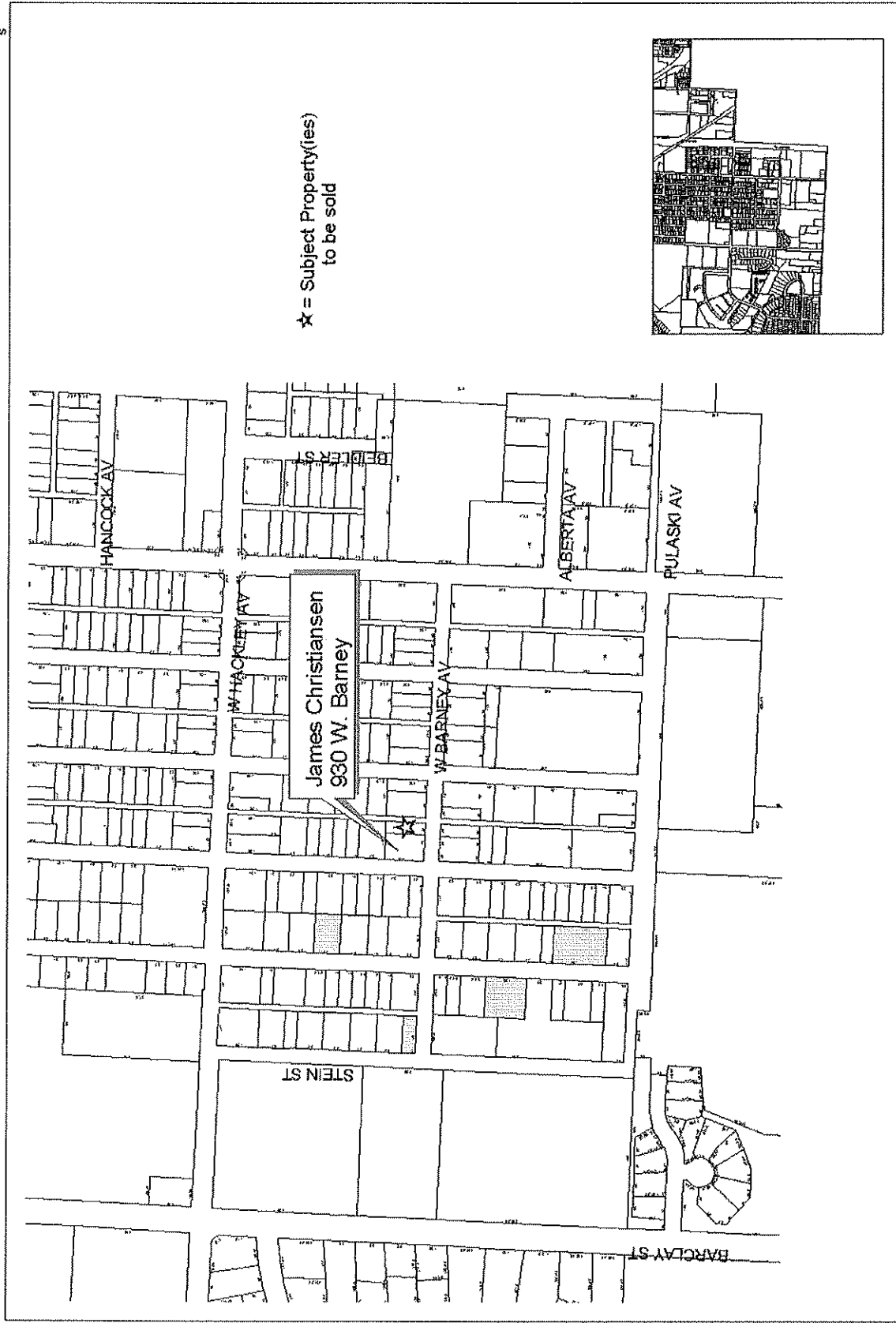
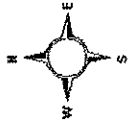
CITY OF MUSKEGON

By



Gail A. Kunderger, MMC  
City Clerk

**Vacant Non-buildable City-Owned Lot  
916 W. Barney**



QUIT-CLAIM DEED

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

QUIT CLAIMS to **JAMES M. CHRISTIANSEN**, a married man, of 930 W. Barney Avenue, Muskegon, Michigan 49441,

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

CITY OF MUSKEGON, ORCHARD GROVE ADDITION, LOT 316

for the sum of: One Hundred Dollars (\$100)

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

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

Dated this 3rd day of November, 2003.

Signed in the presence of:

Linda Potter  
Linda Potter

Irene Dempsey  
Irene Dempsey

CITY OF MUSKEGON

By [Signature]  
Stephen J. Warmington, Its Mayor

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

STATE OF MICHIGAN  
COUNTY OF MUSKEGON

The foregoing instrument was acknowledged before me this 3rd day of November, 2003, by STEPHEN J. WARMINGTON and GAIL A. KUNDINGER, MMC, the Mayor and Clerk, respectively, of the CITY OF MUSKEGON, a municipal corporation, on behalf of the City of Muskegon.

PREPARED BY: John C. Schrier  
Parmenter O'Toole  
175 W. Apple Avenue/P.O. Box 786  
Muskegon, MI 49443-0786  
Telephone: 231/722-1621

WHEN RECORDED RETURN TO: Grantee

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

SEND SUBSEQUENT TAX BILLS TO: Grantee

**Commission Meeting Date: October 28, 2003**

**Date: October 22, 2003**  
**To: Honorable Mayor and City Commissioners**  
**From: Planning & Economic Development**  
**RE: Sale of Non-Buildable Lot at 632 E. Apple Avenue**

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**SUMMARY OF REQUEST:**

To approve the sale of a vacant non-buildable lot (Parcel #24-205-059-0009-10) at 632 E. Apple Avenue to David & Joanne Tice, 640 E. Apple Avenue and Donald & Joanne West, owners of 626 E. Apple Avenue, Muskegon, MI 49442. Approval of this sale will allow the adjacent property owners to have homes located on buildable lots, as well as expanding their current yards. As is required by City policy, the subject parcel is being offered for \$100, and will be split between the Wests and the Tices and offered to them for \$50 each. *Ruth*

**FINANCIAL IMPACT:**

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

**BUDGET ACTION REQUIRED:**

None.

**STAFF RECOMMENDATION:**

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

**COMMITTEE RECOMMENDATION:**

**CITY OF MUSKEGON**

**RESOLUTION #2003- 85(c)**

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

WHEREAS, the City of Muskegon has received \$50 each from Donald & Ruth West, 3699 Brunswick Road, Holton, MI 49425 and David & Joanne Tice, 640 E. Apple Avenue, Muskegon, MI 49442 for the purchase of a vacant, City-owned lot located adjacent to their properties at 632 E. Apple Avenue (parcel #24-205-059-0009-00); and

WHEREAS, this lot is not considered buildable under the City's Zoning Ordinance; and

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

WHEREAS, the sale of this property would be in accordance with property disposition goals and policies of the City.

NOW, THEREFORE BE IT RESOLVED, CITY OF MUSKEGON REVISED PLAT OF 1903 LOT 9 EX W 47 FT ALSO W 10-1/2 FT LOT 10 BLK 59 be sold to Donald & Ruth West and David & Joanne Tice for \$100.

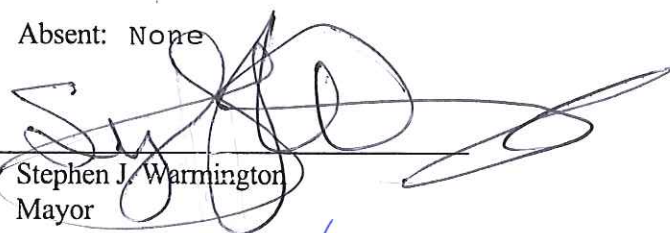
Resolution adopted this 28<sup>th</sup> day of October, 2003.

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

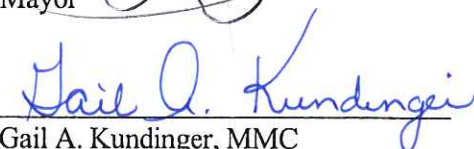
Nays: None

Absent: None

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

  
Stephen J. Warmington  
Mayor

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

  
Gail A. Kunderger, MMC  
Clerk

## **CERTIFICATION**

2003-85 (c)

This resolution was adopted at a regular meeting of the City Commission, held on October 28, 2003. The meeting was properly held and noticed pursuant to the Open Meetings Act of the State of Michigan, Act 267 of the Public Acts of 1976.

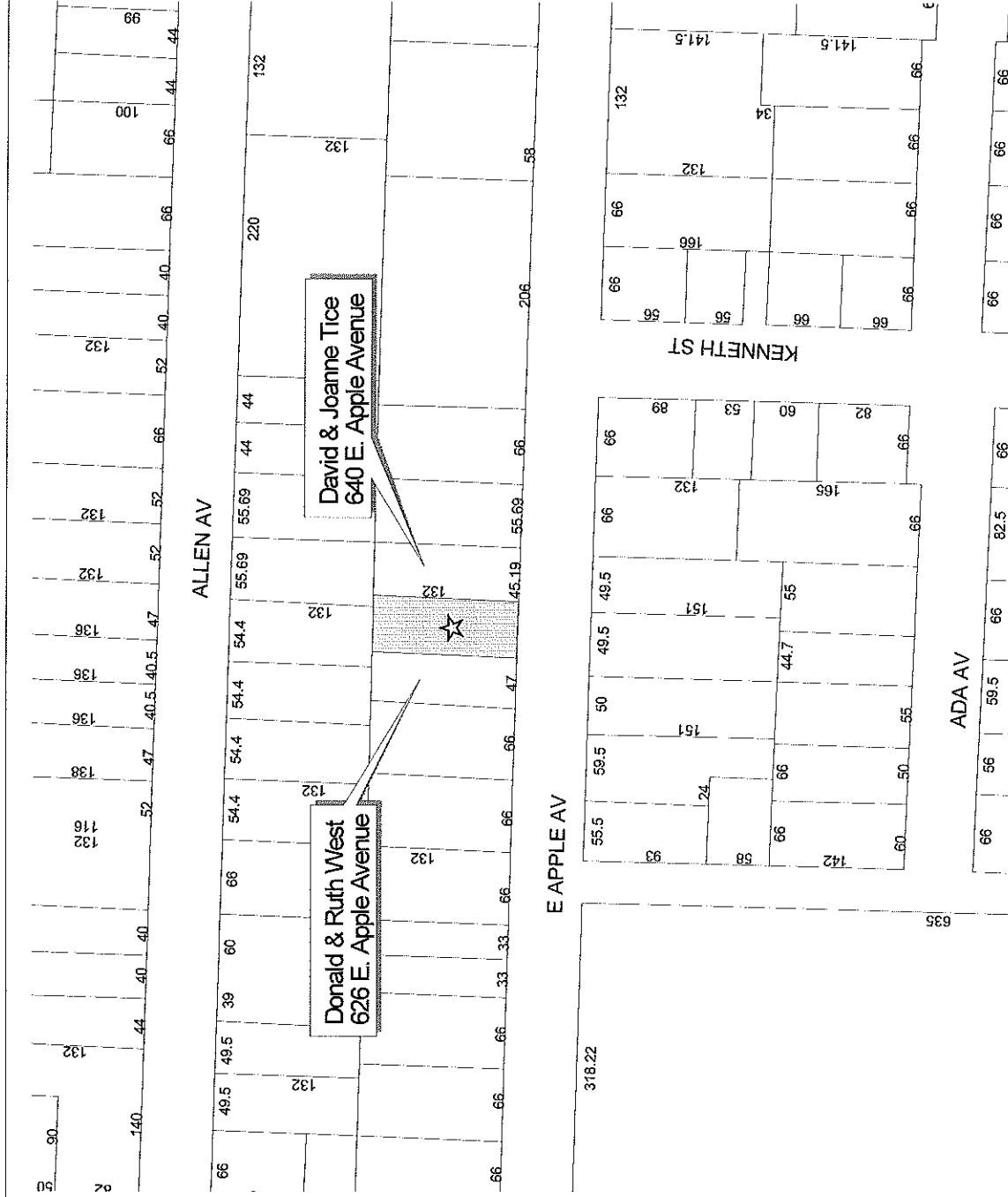
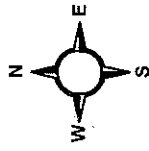
CITY OF MUSKEGON

By

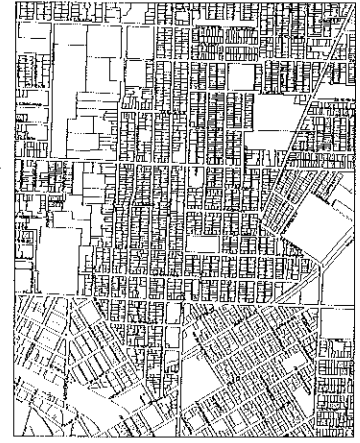
  
Gail A. Kunding, MMC

Clerk

# Vacant Non-buildable City-Owned Lot 632 E. Apple Avenue



☆ = Subject Property(ies)  
to be sold



QUIT-CLAIM DEED

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

QUIT CLAIMS to **DAVID TICE and JOANNE TICE**, husband and wife, of 640 E. Apple Avenue, Muskegon, Michigan 49442,

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

THE WEST ½ OF LOT 10 AND THE EAST 14.05 FEET OF LOT 9, BLOCK 59

for the sum of: Fifty Dollars (\$50.00)

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

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

Dated this 3rd day of November, 2003.

Signed in the presence of:

Linda Potter  
Linda Potter

Irene Dempsey  
Irene Dempsey

CITY OF MUSKEGON

By Stephen J. Warmington, Its Mayor

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

STATE OF MICHIGAN  
COUNTY OF MUSKEGON

The foregoing instrument was acknowledged before me this 3rd day of November, 2003, by STEPHEN J. WARMINGTON and GAIL A. KUNDINGER, MMC, the Mayor and Clerk, respectively, of the CITY OF MUSKEGON, a municipal corporation, on behalf of the City.

PREPARED BY: John C. Schrier  
Parmenter O'Toole  
175 W. Apple Avenue/P.O. Box 786  
Muskegon, MI 49443-0786  
Telephone: (231) 722-1621

**WHEN RECORDED RETURN TO: Grantee**

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

**SEND SUBSEQUENT TAX BILLS TO: Grantee**

*corrected*

QUIT-CLAIM DEED

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

QUIT CLAIMS to **DONALD WEST and RUTH WEST**, husband and wife, of 3699 Brunswick Road, Holton, Michigan 49425,

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

LOT 9, EXCEPT THE WEST 47 FEET AND EXCEPT THE EAST 14.04 FEET OF LOT 9

for the sum of: Fifty Dollars (\$50.00)

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

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

Dated this 3rd day of November, 2003.

Signed in the presence of:

Linda Potter  
Linda Potter

Irene Dempsey  
Irene Dempsey

CITY OF MUSKEGON

By [Signature]  
Stephen J. Warmington, Its Mayor

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

STATE OF MICHIGAN  
COUNTY OF MUSKEGON

The foregoing instrument was acknowledged before me this 3rd day of November, 2003, by STEPHEN J. WARMINGTON and GAIL A. KUNDINGER, MMC, the Mayor and Clerk, respectively, of the CITY OF MUSKEGON, a municipal corporation, on behalf of the City.

PREPARED BY: John C. Schrier  
Parmenter O'Toole  
175 W. Apple Avenue/P.O. Box 786  
Muskegon, MI 49443-0786  
Telephone: (231) 722-1621

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

WHEN RECORDED RETURN TO: Grantee

SEND SUBSEQUENT TAX BILLS TO: Grantee

QUIT-CLAIM DEED

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

QUIT CLAIMS to **DONALD WEST and RUTH WEST**, husband and wife, of 3699 Brunswick Road, Holton, Michigan 49425,

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

CITY OF MUSKEGON REVISED PLAT OF 1903 LOT 9, EXCEPT THE WEST 47 FEET AND EXCEPT THE EAST 14.04 FEET OF LOT 9 BLK 59\*

for the sum of: Fifty Dollars (\$50.00)

\* RE-RECORDING TO CORRECT LEGAL DESC  
L 3580 P 317

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

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

Dated this 20th day of January, 2004.

Signed in the presence of:

Irene Dempsey  
Irene Dempsey

Linda Potter  
Linda Potter

CITY OF MUSKEGON

By [Signature]  
Stephen J. Warmington, Its Mayor

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

STATE OF MICHIGAN  
COUNTY OF MUSKEGON

The foregoing instrument was acknowledged before me this 20th day of January, 2004, by STEPHEN J. WARMINGTON and GAIL A. KUNDINGER, MMC, the Mayor and Clerk, respectively, of the CITY OF MUSKEGON, a municipal corporation, on behalf of the City.

PREPARED BY: John C. Schrier  
Parmenter O'Toole  
175 W. Apple Avenue/P.O. Box 786  
Muskegon, MI 49443-0786  
Telephone: (231) 722-1621

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

WHEN RECORDED RETURN TO: Grantee

SEND SUBSEQUENT TAX BILLS TO: Grantee

**Commission Meeting Date: October 28, 2003**

**Date:** October 21, 2003  
**To:** Honorable Mayor and City Commissioners  
**From:** Planning & Economic Development *cfb*  
**RE:** Split and Sale of Non-Buildable Lot at 1756 Pine Street

---

**SUMMARY OF REQUEST:**

To approve the split and sale of a vacant non-buildable lot (Parcel #24-205-307-0002-00) at 1756 Pine Street to Teresa Woods, owner of 1750 Pine Street, Muskegon, MI 49442 and Birdie Mcallister, owner of 1766 Pine Street, Muskegon, MI 49442. Approval of this sale will create buildable lots for these two adjacent property owners and will allow them to expand their current yards (see attached map). As is required by City policy, the subject parcel is being offered for \$50 for each half, and the lot will be split between Ms. Woods and Ms. Mcallister.

**FINANCIAL IMPACT:**

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

**BUDGET ACTION REQUIRED:**

None.

**STAFF RECOMMENDATION:**

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

**COMMITTEE RECOMMENDATION:**

None.

## CITY OF MUSKEGON

### **RESOLUTION #2003-85 ( d )**

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

WHEREAS, the City of Muskegon has received \$50 each from Teresa Woods, owner of 1750 Pine Street, Muskegon, MI 49442 and Birdie Mcallister, owner of 1766 Pine Street, Muskegon, MI 49442 for the purchase of a vacant, City-owned lot located adjacent to their properties at 1756 Pine Street (parcel #24-205-307-0002-00); and,

WHEREAS, this lot is considered non-buildable under the City's Zoning Ordinance; and,

WHEREAS, the adjacent property owners homes are located on non-buildable lots and the addition of this property would expand their yards and create buildable lots; and,

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

WHEREAS, the sale of this property would be in accordance with property disposition goals and policies of the City; and,

NOW, THEREFORE BE IT RESOLVED, CITY OF MUSKEGON REVISED PLAT OF 1903 S 20 FT LOT 2 & N 20 FT LOT 3 BLK 307 be sold to Teresa Woods and Birdie Mcallister for \$50 for each one-half lot.

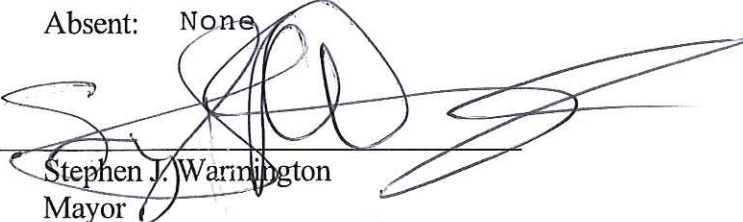
Resolution adopted this 28<sup>th</sup> day of October, 2003.

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

Nays: None

Absent: None

By:

  
Stephen J. Warmington  
Mayor

Attest:

  
Gail A. Kunderinger, MMC  
City Clerk

# **CERTIFICATION**

2003-85(d)

This resolution was adopted at a regular meeting of the City Commission, held on October 28, 2003. The meeting was properly held and noticed pursuant to the Open Meetings Act of the State of Michigan, Act 267 of the Public Acts of 1976.

CITY OF MUSKEGON

By



Gail A. Kundinger, MMC  
City Clerk

QUIT-CLAIM DEED

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

QUIT CLAIMS to **TERESA WOODS**, of 1750 Pine Street, Muskegon, Michigan 49442,

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

CITY OF MUSKEGON REVISED PLAT OF 1903, SOUTH 20 FEET OF LOT 2, BLOCK 307

for the sum of: Fifty Dollars (\$50.00)

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

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

Dated this 3rd day of November, 2003.

Signed in the presence of:

Linda Potter  
Linda Potter

Irene Dempsey  
Irene Dempsey

CITY OF MUSKEGON

By [Signature]  
Stephen J. Warmington, Its Mayor

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

STATE OF MICHIGAN  
COUNTY OF MUSKEGON

The foregoing instrument was acknowledged before me this 3rd day of November, 2003, by STEPHEN J. WARMINGTON and GAIL A. KUNDINGER, MMC, the Mayor and Clerk, respectively, of the CITY OF MUSKEGON, a municipal corporation, on behalf of the City.

PREPARED BY: John C. Schrier  
Parmenter O'Toole  
175 W. Apple Avenue/P.O. Box 786  
Muskegon, MI 49443-0786  
Telephone: 231/722-1621

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

**WHEN RECORDED RETURN TO: Grantee**

**SEND SUBSEQUENT TAX BILLS TO: Grantee**

QUIT-CLAIM DEED

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

QUIT CLAIMS to **BIRDIE MCALLISTER**, of 199 Maplewood, Muskegon Heights, Michigan 49444,

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

CITY OF MUSKEGON REVISED PLAT OF 1903, NORTH 20 FEET OF LOT 3, BLOCK 307

for the sum of: Fifty Dollars (\$50.00)

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

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

Dated this 3rd day of November, 2003.

Signed in the presence of:

Linda Potter  
Linda Potter

Irene Dempsey  
Irene Dempsey

CITY OF MUSKEGON

By Stephen J. Warrington, Its Mayor

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

STATE OF MICHIGAN  
COUNTY OF MUSKEGON

The foregoing instrument was acknowledged before me this 3rd day of November, 2003, by STEPHEN J. WARMINGTON and GAIL A. KUNDINGER, MMC, the Mayor and Clerk, respectively, of the CITY OF MUSKEGON, a municipal corporation, on behalf of the City.

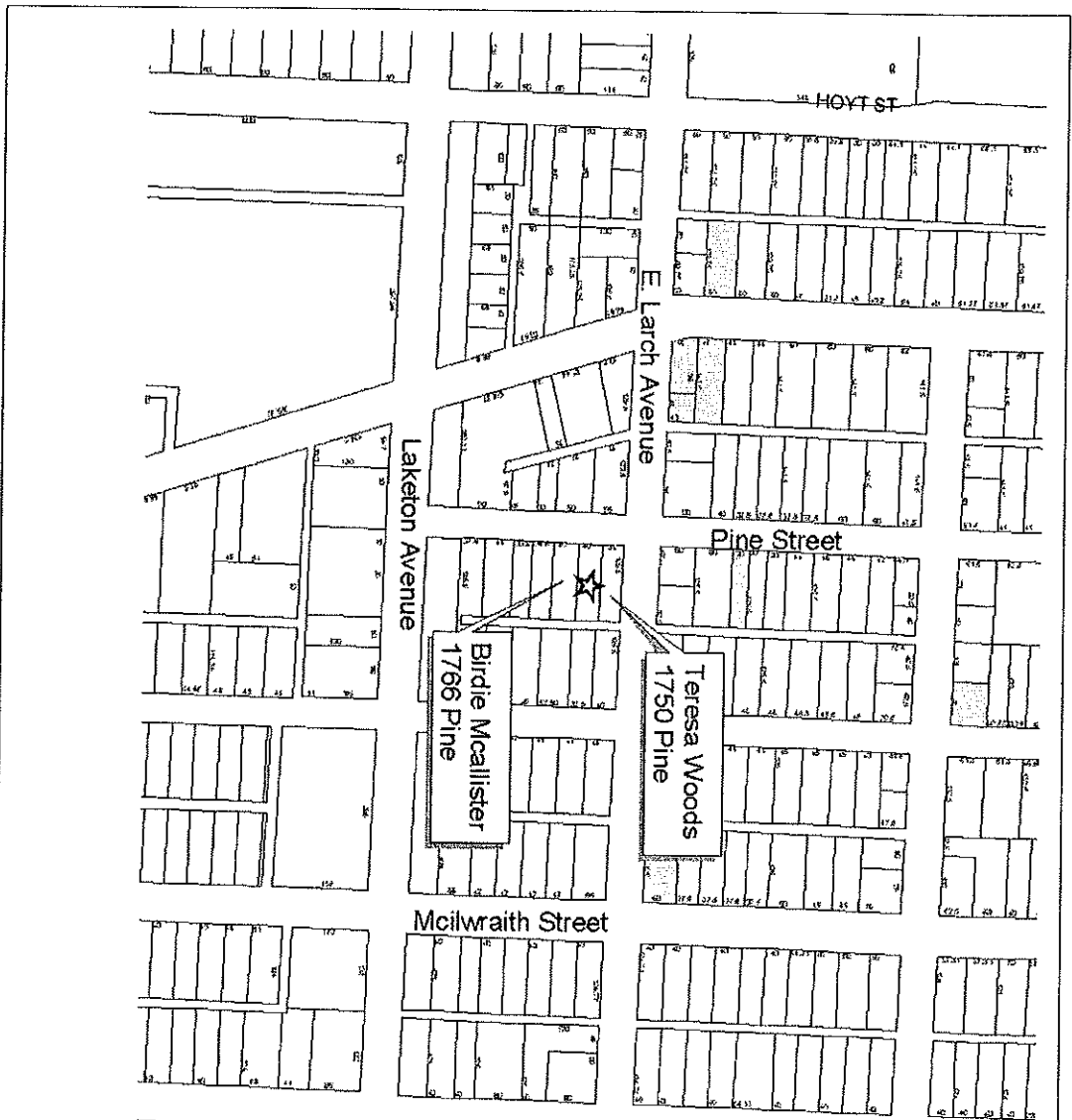
PREPARED BY: John C. Schrier  
Parmenter O'Toole  
175 W. Apple Avenue/P.O. Box 786  
Muskegon, MI 49443-0786  
Telephone: 231/722-1621

**WHEN RECORDED RETURN TO: Grantee**

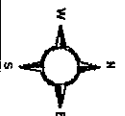
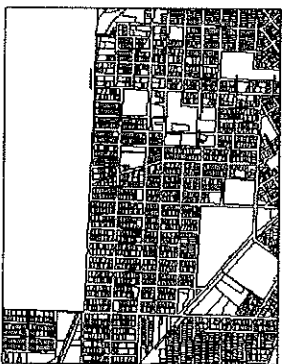
Linda S. Potter  
Linda S. Potter, Notary Public  
Muskegon County, Michigan  
My Comm. Expires: 9-25-06

**SEND SUBSEQUENT TAX BILLS TO: Grantee**

# Vacant Non-buildable City-Owned Lot 1756 Pine Street



★ = Subject Property(ies)  
to be sold



**Commission Meeting Date: October 28, 2003**

**Date:** October 16, 2003  
**To:** Honorable Mayor and City Commissioners  
**From:** Planning & Economic Development *CBC*  
**RE:** Sale of Non-buildable Lot at 178 Strong Avenue

---

**SUMMARY OF REQUEST:**

To approve the sale of a vacant non-buildable lot (Parcel #24-205-392-0011-00) at 178 Strong Avenue to Russell White, owner of 174 Strong Avenue, Muskegon, MI 49441. Approval of this sale will allow the adjacent property owner to expand his current yard (see attached map). The other adjacent parcel is vacant. As is required by City's Area 10 \$1 lot sale policy, the subject parcel is being offered to the party who has the smallest lot. The lot will, therefore, be offered to Mr. White for \$1.

**FINANCIAL IMPACT:**

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

**BUDGET ACTION REQUIRED:**

None.

**STAFF RECOMMENDATION:**

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

**COMMITTEE RECOMMENDATION:**

**CITY OF MUSKEGON**

**RESOLUTION #2003-85(e)**

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

WHEREAS, the City of Muskegon has received \$1 from Russell White, Sr., 174 Strong Avenue, Muskegon, MI 49441 for the purchase of a vacant, City-owned lot located adjacent to his property at 174 Strong Avenue (parcel #24-205-392-0011-00);

WHEREAS, this lot is not considered buildable under the City's Zoning Ordinance,

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

WHEREAS, the sale of this property would be in accordance with property disposition goals and the Area 10 \$1 lot program;

NOW, THEREFORE BE IT RESOLVED, that THE CITY OF MUSKEGON REVISED PLAT OF 1903 W ½ LOT 11 BLK 392 be sold to Russell White, Sr. for \$1.

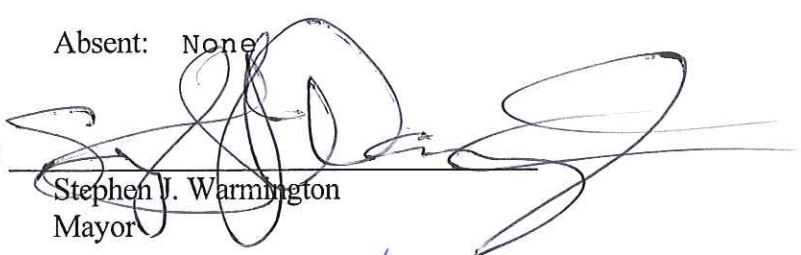
Resolution adopted this 28th day of October, 2003.

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

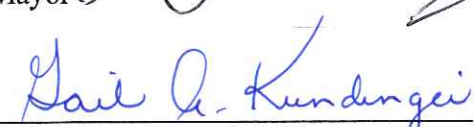
Nays: None

Absent: None

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

  
Stephen J. Warmington  
Mayor

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

  
Gail A. Kunding, MMC  
Clerk

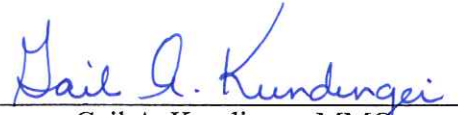
## **CERTIFICATION**

2003-85(e)

This resolution was adopted at a regular meeting of the City Commission, held on October 28, 2003. The meeting was properly held and noticed pursuant to the Open Meetings Act of the State of Michigan, Act 267 of the Public Acts of 1976.

CITY OF MUSKEGON

By



Gail A. Kundergei, MMC  
Clerk

W ISABELLA AV



QUIT-CLAIM DEED

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

QUIT CLAIMS TO: **RUSSELL WHITE, SR. AND JEANETTE WHITE**, husband and wife, of 174 Strong Avenue, Muskegon, MI 49441,

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

CITY OF MUSKEGON REVISED PLAT OF 1903 W 1/2 LOT 11  
BLK 392

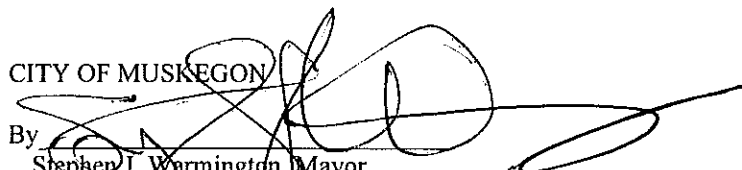
(a/k/a 178 Strong Avenue)

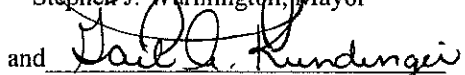
for the sum of One and no/100 Dollars (\$1.00).

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

Dated this 31<sup>st</sup> day of October, 2003

CITY OF MUSKEGON

By   
Stephen J. Warmington, Mayor

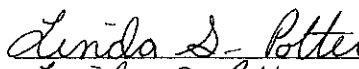
and   
Gail A. Kunderger, MMC, City Clerk

STATE OF MICHIGAN  
COUNTY OF MUSKEGON

The foregoing instrument was acknowledged before me this 31<sup>st</sup> day of October, 2003, by Stephen J. Warmington and Gail A. Kunderger, MMC, Mayor and City Clerk, respectively, of the CITY OF MUSKEGON, a municipal corporation, on behalf of the City.

PREPARED BY:

John C. Schrier  
Parmenter O'Toole  
175 W. Apple Ave., P. O. Box 786  
Muskegon, MI 49443-0786  
Telephone: 616/722-1621

  
Linda S. Potter  
Notary Public, Muskegon County, Michigan  
My commission expires: 7-25-06

SEND SUBSEQUENT TAX BILLS TO: Grantee WHEN RECORDED RETURN TO: Grantee

**Commission Meeting Date: October 28, 2003**

**Date:** October 17, 2003  
**To:** Honorable Mayor and City Commissioners  
**From:** Planning & Economic Development *cbc*  
**RE:** Vacation of all existing alleys within the Seaway Industrial Park

---

**SUMMARY OF REQUEST:**

Request for vacation of all existing alleys in Blocks 1 through 4 of the Young & Williams Addition, within the Seaway Industrial Park.

**FINANCIAL IMPACT:**

None

**BUDGET ACTION REQUIRED:**

None

**STAFF RECOMMENDATION:**

Staff recommends vacation of the alleys, with the condition that any relevant City easement rights be retained.

**COMMITTEE RECOMMENDATION:**

The Planning Commission recommended vacation of the alley with the condition that any relevant City easement rights be retained. The vote was unanimous with J. Aslakson and T. Harryman absent.

**Staff Report [EXCERPT]**  
CITY OF MUSKEGON  
PLANNING COMMISSION  
REGULAR MEETING  
October 16, 2003

---

**Hearing; Case 2003-41: Staff-initiated request to vacate all existing alleys in Blocks 1 through 4 of the Young & Williams Addition, within the Seaway Industrial Park.**

**BACKGROUND**

The infrastructure within the new Seaway Industrial Park is now complete. Staff is beginning to market the properties located within the park. Several alleys currently exist within the blocks in the park, and staff is asking to vacate all alleys in order that these parcels can be re-configured and sold. All existing utilities have been relocated out of the alleyways and into existing streets so no City department has an objection to vacating these alleys.

**RESOLUTION #2003-85 ( F )**

**RESOLUTION TO VACATE PUBLIC ALLEYS**

WHEREAS, a petition has been received to vacate all existing alleys in Blocks 1 through 4 of the Young & Williams Addition, City of Muskegon; and,

WHEREAS, the Planning Commission held a public hearing on October 16, 2003, to consider the petition and, subsequently, recommended the vacation; and,

WHEREAS, due notice had been given of said hearing as well as the October 28, 2003, City Commission meeting to consider the recommendation of the Planning Commission;

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

All existing alleys in Blocks 1 through 4 of the Young & Williams Addition, of the City of Muskegon, County of Muskegon, State of Michigan.

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

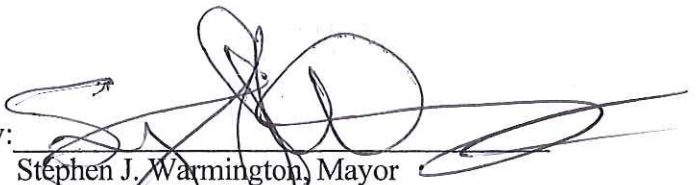
BE IT FURTHER RESOLVED that after any maintenance and repair by the City, the City shall restore the disturbed area to the grade and paving in existence at the time of vacation. The City shall not be responsible to replace special planting, landscaping, fences or any structure. No structure shall be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

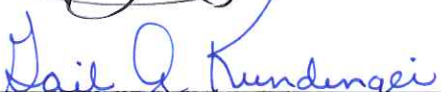
Adopted this 28th day of October, 2003.

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

Nays: None

Absent: None

By:   
Stephen J. Warmington, Mayor

Attest:   
Gail A. Kunderinger, MMC, City Clerk

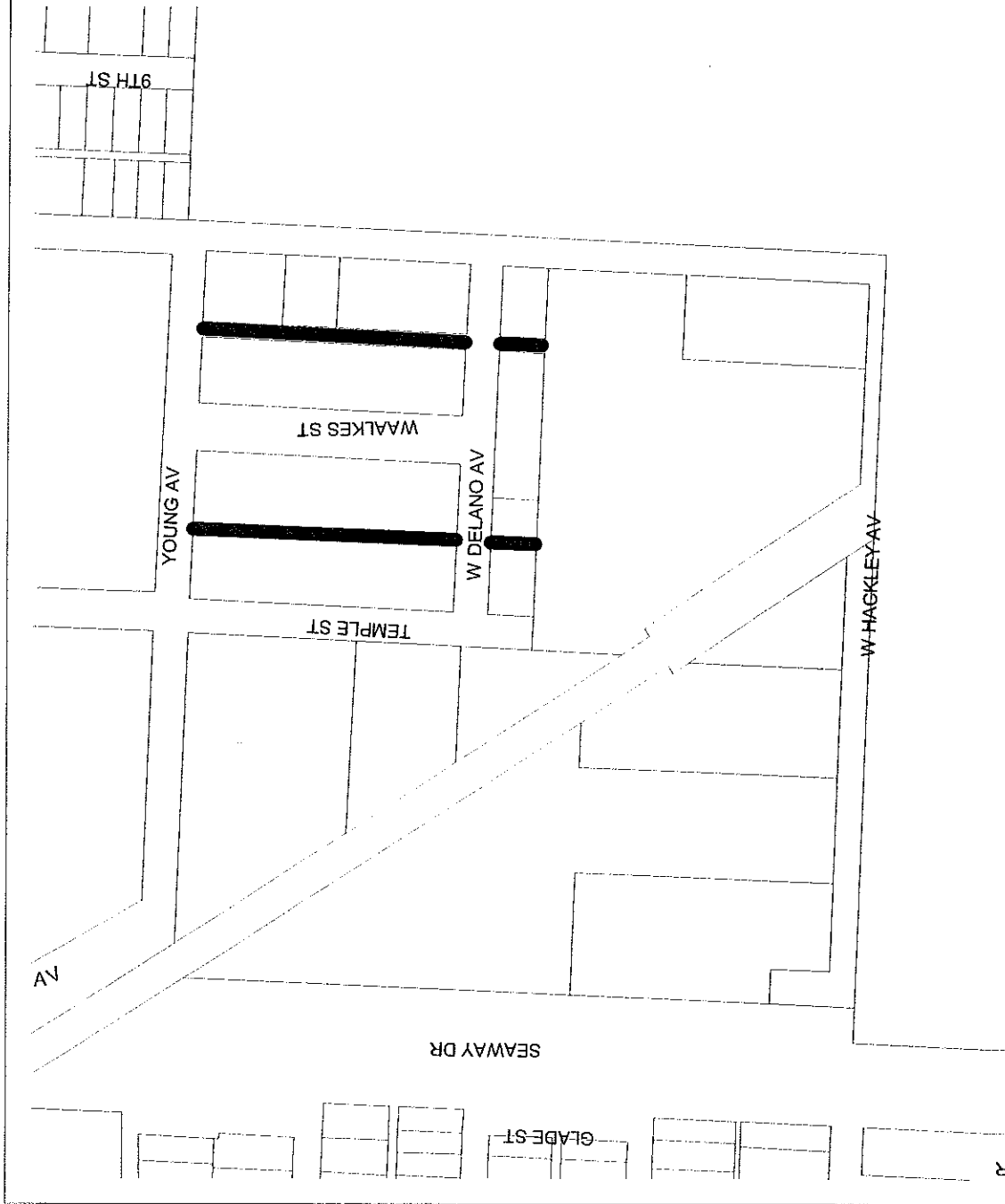
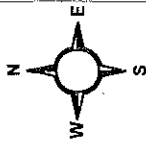
CERTIFICATION (Alleys in Seaway Industrial Park)

2003-85 ( f )

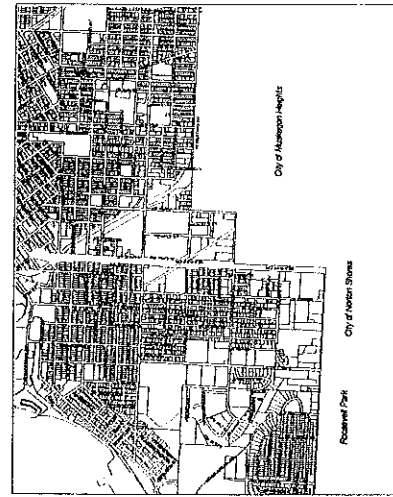
I hereby certify that the foregoing constitutes a true and complete copy of a resolution adopted by the City Commission of the City of Muskegon, County of Muskegon, Michigan, at a regular meeting held on October 28, 2003.

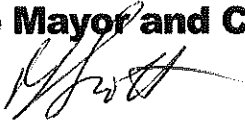
  
\_\_\_\_\_  
Gail Kunderger, MMC  
Clerk, City of Muskegon

**City of Muskegon  
Planning Commission  
Case #2003-41**



 = Subject Alleys



**Date:** October 16, 2003  
**To:** Honorable Mayor and City Commissioners  
**From:** Ric Scott   
**RE:** Gypsy Moth Program Contract

---

**SUMMARY OF REQUEST:**

To authorize the Mayor and Clerk to sign the 2004 Gypsy Moth Program Agreement with Muskegon County

**FINANCIAL IMPACT:**

Unknown

**BUDGET ACTION REQUIRED:**

None

**STAFF RECOMMENDATION:**

Approve

**COMMITTEE RECOMMENDATION:**

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

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

Cemetery Department  
(231)724-6783  
FAX: (231)726-5617

City Manager  
(231)724-6724  
FAX: (231)722-1214

Civil Service  
(231)724-6716  
FAX: (231)724-4405

Clerk  
(231)724-6705  
FAX: (231)724-4178

Community and  
Neigh. Services  
(231)724-6717  
FAX: (231)726-2501

Computer Info.  
Systems  
(231)724-6744  
FAX: (231)722-4301

Engineering Dept.  
(231)724-6707  
FAX: (231)727-6904

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

Fire Dept.  
(231)724-6792  
FAX: (231)724-6985

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

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

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

Mayor's Office  
(231)724-6701  
FAX: (231)722-1214

Planning/Zoning  
(231)724-6702  
FAX: (231)724-6790

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

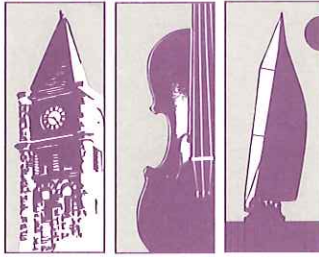
Public Works Dept.  
(231)724-4100  
FAX: (231)722-4188

Treasurer's Office  
(231)724-6720  
FAX: (231)724-6768

Water Billing Dept.  
(231)724-6718  
FAX: (231)724-6768

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

# MUSKEGON



West Michigan's Shoreline City

Date: October 16, 2003

To: Honorable Mayor and City Commissioners

From: Ric Scott *[Signature]*

Re: Gypsy Moth Program Contract

For many years the County of Muskegon has overseen the spraying of Gypsy Moths when necessary. The City has participated in this program, but has not needed spraying for several years. At this time, I do not anticipate that any areas of the City will need spraying. However, I would recommend that we enter into the agreement so that if there are areas, we can get the benefit of the pricing from the County program.

Therefore, I would ask that you authorize the Mayor and Clerk sign the attached agreement.

Thank you for your consideration.

# MUSKEGON COUNTY

---

## M I C H I G A N

### BOARD OF PUBLIC WORKS

Louis A. McMurray  
Chair  
District 9

Marvin R. Engle  
Vice Chair  
District 5

Martin L. Hulka  
Secretary

Douglas A. Bennett  
District 7

James J. Derezhinski  
District 4

Bill Gill  
District 8

Robert Scolnik  
District 11

I. John Snider II  
District 3

Stephen R. Wisniewski  
District 1

13 October, 2003

Bryon Mazade, City Manager  
City of Muskegon  
933 Terrace  
Muskegon, MI 49442

RE: Gypsy Moth Program

Dear Bryon Mazade:

Attached is the inter-governmental agreement for the 2004 Muskegon County Gypsy Moth Suppression Program. If you desire to have the County Department of Public Works complete field work in your municipality, please sign and return.

Results of the field work will be forwarded in late-December or early-January. Once actual costs are established a final decision can be made regarding participation, i.e., "bail out clause".

If you have any questions, please contact me at 724-6525.

Sincerely,



Robert J. Ribbens  
Environmental Planner

**RECEIVED**  
OCT 15 2003  
MUSKEGON  
CITY MANAGER'S OFFICE

**INTERGOVERNMENTAL AGREEMENT FOR  
MUSKEGON COUNTY GYPSY MOTH SUPPRESSION PROGRAM  
2003-85(g)**

This agreement is made and entered into this 28th day of October, 2003, by and between **City of Muskegon** (hereinafter referred to as "Municipality"), and the **County of Muskegon** (hereinafter referred to as "County"), with respect to the establishment of an intergovernmental program for the year 2004 for the purpose of managing gypsy moth populations and their subsequent effects, agree to mutually assist each other in the implementation of a comprehensive gypsy moth suppression program. This agreement is to ensure that appropriate commitment to the gypsy moth suppression program's goals and objectives are met by both parties.

**County Responsibility**

- A. County shall be responsible for general program administration.
- B. County shall be responsible for necessary field audits of areas requiring aerial spraying in accordance to Michigan Department of Agriculture (MDA) specifications and standards.
- C. County shall be responsible for required mapping of areas to be sprayed. This includes contracting for private digitizing services.
- D. County shall provide postage-paid, pre-printed post cards as property owner notification as required by MDA.
- E. County will contract with a MDA solicited and selected contractor (or with MDA directly) for aerial spraying services.
- F. County will determine time and date for aerial spraying operations in accordance with MDA specifications.
- G. County will invoice Municipality for agreed costs of aerial spraying.

**Municipality Responsibility**

- A. Assist County staff in locating potential areas of infestation by providing County staff with maps indicating such areas (by October 17, 2003).
- B. Provide mailing labels for property owner notifications including a count of properties affected by the program (based on maps of areas to be sprayed as provided by County staff). Provide County staff with copies of mailing list for future survey purposes.
- C. Approve areas determined to be in accordance with MDA specifications.

- D. Reimburse County for an estimated one-half (1/2) of the actual cost of spraying on a per acre basis. This will be based on actual acres sprayed, as digitized, minus any areas deleted due to property owner protest.

### **Financial Responsibility**

The following is the financial responsibility by institution:

County: 50% of administrative costs

MDA: 50% of administrative costs, 50% of spray costs

Municipality: 50% of actual spray costs

Note: These cost-share ratios are dependant on MDA funding and may be subject to change due to funding availability.

Conditional Agreement: This agreement is contingent upon receipt of funding as shown above from MDA.

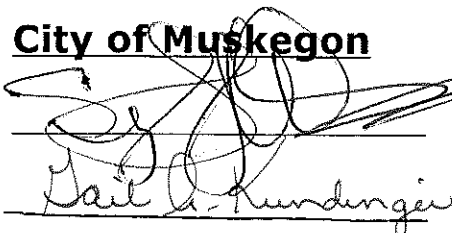
### **Hold Harmless Agreement**

To the fullest extent permitted by law, the Municipality shall defend, indemnify, and hold harmless the County, its subsidiaries, departments, divisions, and agencies and their respective officials, officers, directors, employees, and agents from and against any and all liability, litigation, causes of action, and claims, by whomsoever brought or alleged and regardless of the legal theories upon which based, and from and against all losses, costs, expenses, and fees and expenses of attorneys and expert witnesses resulting therefrom on account of, relating to, or arising out of bodily injury to or death of any person or on account of damage to property, including loss of use thereof, arising or allegedly arising out of or resulting from the work. The foregoing indemnity of the County shall include, but is not limited to, claims alleging or involving the negligence of the Contractor, its subcontractors, or the joint negligence of the Contractor, its subcontractors, and or the County, but shall not extend to liability found by way of final judgement to have resulted from the sole negligence of the County.

### **Withdrawal from Program**

The Municipality may withdraw from the program without penalty if notice of such action is received in writing by April 1, 2004. If no written notice is received, the Municipality will be responsible for any associated costs or penalties assessed to the County for withdrawing acres from the program in an untimely manner (including administrative time and materials as well as digitizing costs).

**City of Muskegon**



Paul A. Kunderger

**County of Muskegon**

\_\_\_\_\_

**Date: 10/21/03**  
**To: Honorable Mayor and City Commission**  
**From: Brett Kraley, Equipment Supervisor DPW**  
**RE: Tree Truck**

---

SUMMARY OF REQUEST: Approval to purchase one 2004 Tree Truck.

FINANCIAL IMPACT: Total Cost \$89,810.00

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: Approve purchase of one 2004 Tree Truck from Dueco Incorporated.

# Memorandum

**To:** Honorable Mayor and Commissioners

**From:** Brett Kraley

**Date:** 10/22/03

**Re:** Tree Truck

---

The aerial lift truck currently in operation in our Forestry Department is 12 years old and is scheduled to be replaced this year. We have had the opportunity to operate several different units and find them all acceptable for our operation.

The unit we have decided on has similar controls to the unit we are currently using and will save us time by not having to train our operators and mechanics on a new piece of equipment. This unit is also low bid.

In accordance with established purchasing policy, I am requesting permission to purchase one aerial lift truck from Dueco incorporated.

[illegible]

**Date:** 10/21/03  
**To:** Honorable Mayor and City Commission  
**From:** Brett Kraley, Equipment Supervisor DPW  
**RE:** Service Monitor

---

SUMMARY OF REQUEST: Approval to purchase one Service Monitor.

FINANCIAL IMPACT: Cost \$18,760.00

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: Approve purchase of one service monitor from General Dynamics.

[illegible]

AGENDA ITEM NO. \_\_\_\_\_  
CITY COMMISSION MEETING \_\_\_\_\_

**TO:** HONORABLE MAYOR AND CITY COMMISSIONERS  
**FROM:** Kenneth D. Grant, Income Tax Administrator   
**DATE:** October 16, 2003  
**RE:** Donation check off for 2003 Individual Income Tax Forms

**SUMMARY OF REQUEST:**

Approval to use the donations from the 2003 tax returns to upkeep Veteran's Memorial Park. The name of this program will be the Veteran's Memorial Park Fund.

**FINANCIAL IMPACT:**

Estimated dollar amount to be donated could vary from \$2,000 to \$3,000. Cost savings from printing and mailing approximately 600 refund checks.

**BUDGET ACTION REQUIRED:**

None

**STAFF RECOMMENDATION:**

Approval recommended

**COMMITTEE RECOMMENDATION:**

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

Assessor  
231/724-6708  
FAX/726-5181

Cemetery  
231/724-6783  
FAX/726-5617

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

Clerk  
231/724-6705  
FAX/724-4178

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

Engineering  
231/724-6707  
FAX/727-6904

Finance  
231/724-6713  
FAX/724-6768

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

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

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

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

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

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

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

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

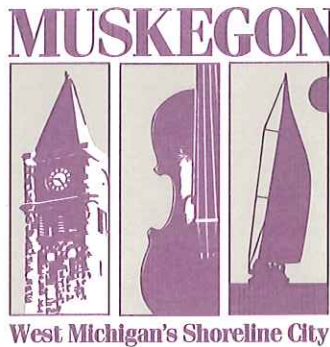
Police Dept.  
231/724-6750  
FAX/722-5140

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

Treasurer  
231/724-6720  
FAX/724-6768

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

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



October 16, 2003

Dear City Commissioners,

Every year our department attempts to find a donation program or event that appeals to residents and non-residents. It is important that the program appeal to non-residents because they represent over 75% of all of our contributions. Each year approximately 600 people donate their refunds. The average amount donated each year is about \$2,500.00. Our donation programs serve a dual purpose:

- 1) To generate money for programs and/or events that not only benefits the city but the entire community.
- 2) To save the city money by reducing the number of checks written and using less postage.

The Income Tax Department requests the authorization from the City Commissioners to designate the 2003 donations to the upkeep of Veteran's Memorial Park. The funds generated from our donations will be utilized by the city to offset the costs to upkeep the park.

Thanks for your consideration,

A handwritten signature in blue ink, which appears to read 'Kenneth D. Grant', is written over the typed name.

Kenneth D. Grant  
Income Tax Administrator

TO: Honorable Mayor and City Commissioners

FROM: Engineering

DATE: OCTOBER 28, 2003

RE: Public Hearing  
Spreading of the Special Assessment Roll  
Creston, Evanston to Apple

---

SUMMARY OF REQUEST:

To hold a public hearing on the spreading of the special assessment for **Creston, Evanston to Apple**, and to adopt the attached resolution confirming the special assessment roll. Furthermore, it is respectfully requested that a City Commissioner be appointed to the Board of Assessors to replace Mrs. Buie.

FINANCIAL IMPACT:

A total of \$61,483.97 would be spread against the forty-three (43) parcels abutting the project.

BUDGET ACTION REQUIRED:

None at this time.

STAFF RECOMMENDATION:

To approve the special assessment roll and adopt the attached resolution.

COMMITTEE RECOMMENDATION:

**CITY OF MUSKEGON**

**Resolution No. 2003-86(a)**

**Resolution Confirming Special Assessment Roll**

**For Creston, Evanston to Apple**

Properties Assessed: See Exhibit A attached to this resolution.

**RECITALS:**

1. The City Commission determined to create a special assessment district covering the Properties set forth in Exhibit A attached to this resolution on **February 11, 2003**, at the first hearing.
2. The City has reviewed the special assessment roll which purports to levy a special assessment in the said district, levying on each property a portion of the cost which has been determined to be appropriate, considering the improvements, the benefit to the assessed properties, and the policies of the City.
3. The City Commission has received final bids for the construction and/or installation of the improvements and determines it to be fair and reasonable.
4. The City Commission has heard all objections to the roll filed before or at the hearing.

**THEREFORE, BE IT RESOLVED:**

1. That the special assessment roll submitted by the Board of Assessors is hereby approved.
2. That the assessments levied may be made in installments as follows: annual installments over ten (10) years. Any assessment that is paid in installments shall carry interest at the rate of five (5) percent per annum to be paid in addition to the principal payments on the special assessment.

RESOLUTION CONFIRMING SPECIAL ASSESSMENT ROLL

FOR Creston, Evanston to Apple

Continued...

3. The Clerk is directed to endorse the certificate of this confirmation resolution and the Mayor may endorse or attach his warrant bearing the date of this resolution which is the date of confirmation.

This resolution passed.

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

Nays: None

City of Muskegon

By Gail A. Kunderger  
Gail A. Kunderger, City Clerk

CERTIFICATE

This resolution was adopted at a meeting of the City Commission, held on **October 28, 2003**. The meeting was properly held and noticed pursuant to the Open Meetings Act of the State of Michigan, Act 267 of the Public Acts of 1976.

Further, I hereby certify that the special assessment roll referred to in this resolution was confirmed on this date, being **October 28, 2003**.

City of Muskegon

By Gail A. Kunderger  
Gail A. Kunderger, City Clerk

EXHIBIT A

**Creston, Evanston to Apple**

**SPECIAL ASSESSMENT DISTRICT**

**All properties abutting that section of Creston from Evanston to Apple**

Creston, Evanston to Apple

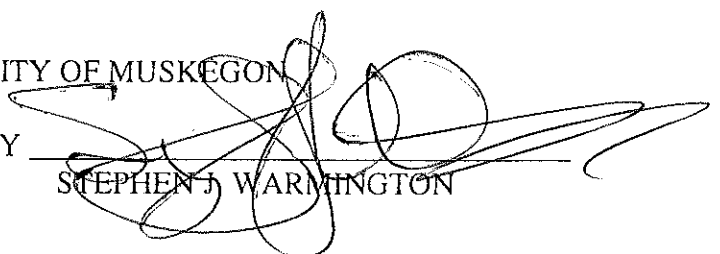
**MAYOR'S ENDORSEMENT AND WARRANT**

I, STEPHEN J. WARMINGTON, MAYOR OF THE CITY OF MUSKEGON, HEREBY  
ENDORSE THE ABOVE CONFIRMATION RESOLUTION AND HEREBY WARRANT TO  
THE CITY TREASURER THIS DATE THAT HE SHALL PROCEED TO COLLECT THE  
ASSESSMENTS AT THE TIME AND IN THE MANNER SET FORTH ABOVE.

CITY OF MUSKEGON

BY

STEPHEN J. WARMINGTON

A large, stylized handwritten signature in black ink is written over the printed name "STEPHEN J. WARMINGTON". The signature is fluid and cursive, with a large loop at the end.

October 17th , 2003

OWNERS NAME  
OWNERS ADDRESS  
OWNERS CITY, OWNERS STATE OWNERS ZIPCODE

28

Property Parcel Number: 24-XXX-XXX-XXXX-XX at ADDRESS STREET

### **NOTICE OF HEARING TO CONFIRM SPECIAL ASSESSMENT ROLL**

Dear Property Owner:

The Muskegon City Commission has previously approved the project described below and will now consider final confirmation of the special assessment roll:

CRESTON, EVANSTON TO APPLE

#### **Public Hearings**

A public confirmation hearing will be held in the City of Muskegon Commission Chambers on Tuesday, OCTOBER 28TH, 2003 at 5:30 P.M. You are entitled to appear at this hearing, either in person, by agent or in writing to express your opinion, approval, or objection concerning the special assessment. Written appearances or objections must be made at or prior to the hearing.

YOU ARE HEREBY NOTIFIED THAT YOU HAVE THE RIGHT TO PROTEST YOUR ASSESSMENT EITHER IN WRITING OR IN PERSON AT THE HEARING. ALSO, IF THE SPECIAL ASSESSMENT IS CONFIRMED OCTOBER 28TH, 2003 YOU WILL HAVE THIRTY (30) DAYS FROM THE DATE OF THE CONFIRMATION TO FILE A WRITTEN APPEAL WITH THE MICHIGAN TAX TRIBUNAL(517-334-6521). HOWEVER, UNLESS YOU PROTEST AT THIS HEARING EITHER IN WRITING OR BY AGENT, OR IN WRITING BEFORE OR AT THE HEARING, YOUR RIGHT TO APPEAL TO THE MICHIGAN TAX TRIBUNAL WILL BE LOST.

#### **Costs**

The final projected cost of the street improvement portion of the project is \$270,000.00 of which \$61,483.97 will be paid by special assessment. If the special assessment is confirmed, your property will be assessed \$1213.8 based on 68 feet assessable front footage at \$17.85 per assessable foot for the street improvements. In addition, you will be assessed \$0 for driveway approach and/or sidewalk improvements made to your property for a total special assessment cost of \$1213.8. Following are the terms of the special assessment:

**Assessment Period: Ten (10) Years**  
**Interest Rate: 5% per year**  
**First Installment: \$121.38 PER YEAR**  
**Due Date: December 29th, 2003**

CDBG Approved You Owe \$0.00

The total assessment may be paid in full any time prior to the due date shown above without interest being charged. After this date, interest will be charged at the rate shown above on the outstanding balance. Assessments also may be paid over a ten year period in ten equal principal installments. If you pay your assessment in installments, your annual installment (including interest) will be included as a separate item on your property tax bill each year. Therefore, if you pay your property taxes through a mortgage escrow agent, you should notify them of this change. Early payments may be made at any time and are encouraged.

PLEASE NOTE THAT IF THE ASSESSMENT IS NOT CONFIRMED AT THE PUBLIC HEARING YOU WILL BE NOTIFIED. IF THE ASSESSMENT IS CONFIRMED, THIS LETTER WILL REPRESENT YOUR INITIAL BILLING IF YOU WISH TO PAY IN FULL PRIOR TO THE DUE DATE AND AVOID INTEREST COSTS. OTHERWISE, YOU WILL AUTOMATICALLY BE BILLED ON AN INSTALLMENT BASIS WITH THE FIRST INSTALLMENT SHOWN ON YOUR NEXT PROPERTY TAX BILL

If you have any specific questions about the work done please call the Engineering Department at 231- 724-6707 before the hearing date.

Please refer to the enclosed sheet entitled Special Assessment Payment Options for more information on the payment options and Application for Waiver of Special Assesment for financial assistance .

Sincerely,

A handwritten signature in cursive script, appearing to read "Mohammed Al-Shatel".

Mohammed Al-Shatel, P.E.  
City Engineer

Enclosures

# Special Assessment Payment Options

Property owners in the City of Muskegon who are being specially assessed for street, sidewalk or other public improvements may pay their assessment in the following ways:

## **I. Lump Sum Payment in Full**

Assessments may be paid in full within sixty (60) days of the confirmation of the special assessment roll *without interest*.

## **II. Installment Payments**

Assessments not paid within the first sixty (60) days may be paid in installments over several years as follows:

**Street and Alley Assessments** – Ten (10) years equal annual principal payments. For example, if the amount of your assessment is \$850.00, you will be billed \$85.00 per year plus applicable interest as described below.

**Driveway, Sidewalk, and Approach Assessments** - Ten (10) years equal annual principal payments plus applicable interest as described below.

**Interest** – Simple interest is charged at the rate of 5.00% per year *unless* the City has borrowed money to complete the project for which you are assessed and has pledged you assessments for repayment of the borrowed money. In such cases, the interest you are charged is equal to the interest rate the City must pay on the borrowed money plus 1.00%.

## **III. Special Assessment Deferral (Low Income Seniors and Disabled Persons)**

To qualify for a special assessment deferral you or your spouse (if jointly owned) must:

- Be 65 years or older or be totally or permanently disabled.
- Have been a Michigan resident for five (5) years or more and have owned and occupied the homestead being assessed for five (5) years or more.
- Be a citizen of the U.S.
- Have a total household income not in excess of \$16,823.00
- Have a special assessment of \$300.00 or more.

Under this program the State of Michigan will pay the entire balance owing of the special assessment, including delinquent, current, and further installments. At the time of payment a lien will be recorded on your property in favor of the State of Michigan. Repayment to the State must be made at the time the property is sold or transferred or after the death of the owner(s). During the time the special assessment is deferred interest is accrued at the rate of 6.00% per year.

## **IV. Further Information About the Above Programs**

Further information about any of the above payment options may be obtained by calling either the **City Assessor's Office at 724-6708** or the **City Treasurer's Office at 724-6720**. Applications may be obtained at the Muskegon County Equalization Office in the Muskegon County building or City of Muskegon Assessor's Office in City Hall.

## **V. Additional Special Assessment Payment Assistance**

Qualified low and moderate income homeowners who are being assessed may be eligible for payment assistance through the City of Muskegon Community Development Block Grant (CDBG) Program. Assistance from this program will be available to the extent that funds are available. To obtain further information and determine whether you are eligible, contact the **Community and Neighborhood Services Department at 724-6717**.

STREET H-1530  
CRESTON, EVANSTON TO APPLE  
CDBG APPLICATION FOR WAIVER OF SPECIAL ASSESSMENT

**HOUSEHOLD INFORMATION**

Name: \_\_\_\_\_ Birthdate: \_\_\_\_\_ Social Security # \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_  
Spouse: \_\_\_\_\_ Birthdate: \_\_\_\_\_ Social Security # \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_  
Address: \_\_\_\_\_ Phone: \_\_\_\_\_ Race: \_\_\_\_\_  
Parcel # \_\_\_\_\_ Owner/Spouse Legally Handicapped Or Disabled? ( ) Yes ( ) No

(Please refer to your assessment letter for this information)

Number Living in Household: \_\_\_\_\_ List information for household members besides owner/spouse here.

Name \_\_\_\_\_ Birthdate \_\_\_\_\_ Social Security # \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_

Name \_\_\_\_\_ Birthdate \_\_\_\_\_ Social Security # \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_

Name \_\_\_\_\_ Birthdate \_\_\_\_\_ Social Security # \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_

Name \_\_\_\_\_ Birthdate \_\_\_\_\_ Social Security # \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_

**INCOME INFORMATION**

**ANNUAL Household Income:** \$ \_\_\_\_\_ Wage earner: \_\_\_\_\_  
(Must include all household income) \_\_\_\_\_ Wage earner: \_\_\_\_\_  
\_\_\_\_\_ Wage earner: \_\_\_\_\_  
\_\_\_\_\_ Wage earner: \_\_\_\_\_

Total: \$ \_\_\_\_\_

**PROPERTY INFORMATION**

Proof Of Ownership: ( ) Deed ( ) Mortgage ( ) Land Contract

Homeowner's Insurance Co: \_\_\_\_\_ Expiration Date: \_\_\_\_\_

Property Taxes: ( ) Current ( ) Delinquent Year(s) Due

(Property taxes must be current to qualify and will be verified by CDBG staff)

**OWNER'S SIGNATURE**

Owner's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

By signing this application, the applicant verifies he/she owns and occupies the dwelling. The Applicant/Owner certifies that all information in this application, and all information furnished in support of this application, is true and complete to the best of the Applicant/Owner's knowledge and belief. The property owner's signature will be required prior to the application being processed. **NO APPLICATION WILL BE ACCEPTED AFTER MAY 31, 2003**

**FOR OFFICE USE ONLY**

APPROVED ( ) DENIED ( ) DATE \_\_\_\_\_ CENSUS TRACT NO. \_\_\_\_\_

SIGNATURE \_\_\_\_\_ TITLE \_\_\_\_\_

COMMENTS/REMARKS \_\_\_\_\_

**\*\*ATTENTION APPLICANT\*\***

Please see reverse side for instructions on providing proof of income, ownership, and property insurance.

CITY OF MUSKEGON  
CRESTON, EVANSTON TO APPLE

## REQUEST FOR WAIVER OF SPECIAL ASSESSMENT

**Note: You may receive this application several times -- If you have already applied, please discard.**

### Dear Resident:

The City of Muskegon has selected the street abutting your property for repairs. To assist homeowners, who may have difficulty paying the cost of street repairs, the City offers assessment waivers through the Community Development Block Grant (CDBG) Program for eligible households and families. If you meet the CDBG program qualifications, the City may pay the street assessment for you to the extent that funds are available.

### Application Requirements:

- ✓ **Applicants must submit proof that their total household income does not exceed 65% of Area Median Income** (see chart below); Proof of income may include copies of Wage & Tax Statement (W-2's) from the year 2002, pension or other benefit checks, bank statements for direct deposits or agency statements for all household income.

2002

| 65% MEDIAN HOUSEHOLD INCOME CHART |              |
|-----------------------------------|--------------|
| FAMILY SIZE                       | INCOME LIMIT |
| 1                                 | \$27,885     |
| 2                                 | 31,850       |
| 3                                 | 35,880       |
| 4                                 | 39,845       |
| 5                                 | 43,030       |
| 6                                 | 46,326       |
| 7                                 | 49,400       |
| 8                                 | 52,585       |
| For each extra, add               | 3,185        |

- ✓ **Applicants must submit proof that they both own and occupy property at the time of application;** Land Contract purchasers must obtain approval of titleholder prior to receiving assistance. Proof of ownership should be a deed, mortgage, or land contract; proof of occupancy can be a copy of a driver's license or other official document showing both your name and address.
- ✓ **Applicants must submit proof of current property insurance.**

**Please** complete the first four (4) sections of the application on the reverse side of this notice, and return it, along with supporting documentation, to:

**City of Muskegon  
Community & Neighborhood Services  
933 Terrace Street, 2nd Floor  
Muskegon, MI 49440**

**For further information,** please contact this office by calling 724-6717, weekdays from 8:30 a.m. and 5:00 p.m.

*The City reserves the right to verify all application information, and to reject any applications that contain falsified information or insufficient documentation.*

**CITY OF MUSKEGON  
NOTICE OF PUBLIC HEARINGS  
CONFIRMATION OF SPECIAL ASSESSMENT ROLLS**

**SPECIAL ASSESSMENT DISTRICTS:**

**CRESTON, EVANSTON TO APPLE  
LINCOLN ST. SHERMAN TO LAKESHORE DR  
AND  
SIDEWALK REPLACEMENT PROGRAM FOR 2003**

The location of the special assessment districts and the properties proposed to be assessed are:

- All parcels abutting Creston St. from Evanston Ave. to McLaughlin Ave. & all parcels abutting the west side of Creston St. from McLaughlin Ave. to Apple Ave.
- All parcels abutting Lincoln St. from Sherman Blvd. to Lakeshore Dr.
- **AREA W5; bounded by Glade Street to the west; Washington Ave, Jefferson Street, and Strong Ave. to the north; Peck Street to the east; South to the City Limits**

PLEASE TAKE NOTICE that a hearing to confirm the special assessment rolls will be held at the City of Muskegon Commission Chambers on **October 28, 2003 at 5:30 p.m.**

At the time set for the hearing the City Commission will examine and determine whether to approve the special assessment rolls that have been prepared and submitted for the purpose of said hearing and for examination by those persons to be assessed. The special assessment rolls are on file and may be examined during regular business hours at the City Engineer's office between 8:00 a.m. and 5:00 p.m. on weekdays, except holidays.

YOU ARE HEREBY NOTIFIED THAT YOU HAVE A RIGHT TO PROTEST YOUR ASSESSMENT EITHER IN WRITING OR IN PERSON AT THE HEARING. IF THE SPECIAL ASSESSMENT ROLL IS CONFIRMED, YOU WILL HAVE THIRTY (30) DAYS FROM THE DATE OF CONFIRMATION OF THE ROLL TO FILE A WRITTEN APPEAL WITH THE MICHIGAN STATE TAX TRIBUNAL. HOWEVER, UNLESS YOU PROTEST AT THIS HEARING OR DID SO AT THE PREVIOUS HEARING ON THIS SPECIAL ASSESSMENT DISTRICT EITHER IN PERSON OR BY AGENT, OR IN WRITING BEFORE OR AT THE HEARING, YOUR RIGHT TO APPEAL TO THE MICHIGAN TAX TRIBUNAL WILL BE LOST.

You are further notified that at the first hearings the City Commission determined that the special assessment districts should be created, the improvements made, and the assessments levied. The purpose of these hearings is to hear objections to the assessment rolls and to approve, reject, or correct the said rolls.

\_\_\_\_\_  
Gail A. Kundering, City Clerk

Publish: **OCTOBER 18, 2003**

**ADA POLICY**

The City will provide necessary appropriate auxiliary aids and services, for example, signers for the hearing impaired, audiotapes for the visually impaired, etc., for disabled persons who want to attend the meeting, upon twenty-four hours notice to the City. Contact:

Gail A. Kundering, City Clerk  
933 Terrace Street, Muskegon, MI 49440  
(231) 724-6705 of TDD (231) 724-6773

CITY OF MUSKEGON

Resolution No. 2003-15 (a)

RECEIVED  
CITY OF MUSKEGON

FEB 14 2003

ENGINEERING DEPT.

Resolution At First Hearing Creating Special Assessment District

For **Creston, Evanston to Apple**

Location and Description of Properties to be Assessed:

See Exhibit A attached to this resolution

RECITALS:

1. A hearing has been held on **February 11, 2003** at 5:30 o'clock p.m. at the City Commission Chambers. Notice was given by mail and publication as required by law.
2. That estimates of costs of the project, a feasibility report and valuation and benefit information are on file with the City and have been reviewed for this hearing.
3. At the hearing held **February 11, 2003**, there were 45.08% objections by the owners of the property in the district registered at the hearing either in writing received before or at the hearing or by owners or agents present at the hearing, and the Commission has considered the advisability of proceeding with the project.

FINDINGS:

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

THEREFORE, BE IT RESOLVED:

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

Commissioners Buie and Larson  
and the City Assessor who are hereby directed to prepare an assessment roll.  
Assessments shall be made upon front foot basis.

4. Based on the City's Special Assessment policy and preliminary estimates it is expected that approximately **19.21%** of the cost of the street improvement will be paid by special assessments.
5. Upon submission of the special assessment roll, the City staff is hereby directed to notify all owners and persons interested in properties to be assessed of the hearing at which the City Commission will consider confirmation of the special assessment roll.

This resolution adopted.

Ayes Schweifler, Shepherd, Spataro, Warmington, Buie, Gawron, Larson

Nays None

CITY OF MUSKEGON

By Gail A. Kunding  
Gail A. Kunding, Clerk

ACKNOWLEDGMENT

This resolution was adopted at a meeting of the City Commission, held on **February 11, 2003**.  
The meeting was properly held and noticed pursuant to the Open Meetings Act of the State of Michigan, Act 267 of the Public Acts of 1976.

CITY OF MUSKEGON

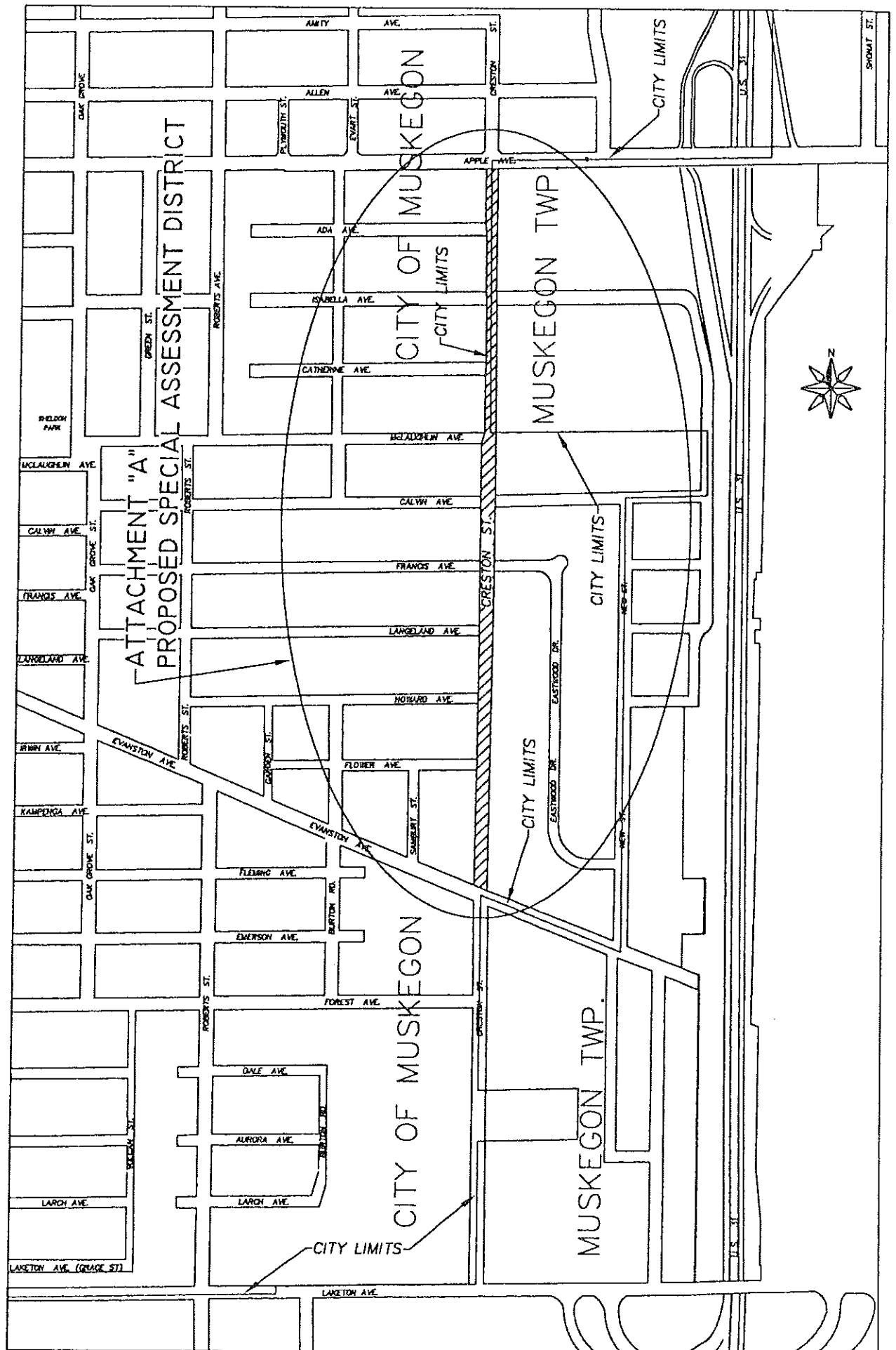
By Gail A. Kunding  
Gail A. Kunding, Clerk

EXHIBIT A

**Creston, Evanston to Apple**

**SPECIAL ASSESSMENT DISTRICT**

**All properties abutting that section of Creston from Evanston to Apple**



H 1530

HEARING DATE OCTOBER 28, 2003

# CRESTON, EVANSTON TO APPLE SPECIAL ASSESSMENT ROLL

| PARCEL             | @      | OWNER       | MAILING ADDRESS    |                   |                   | PAVING     | DR APP / SW | TOTAL      |
|--------------------|--------|-------------|--------------------|-------------------|-------------------|------------|-------------|------------|
| 24-750-000-0205-00 | 1390.0 | EVANSTON AV | PIKE MARVIN T ET A | 1390 EVANSTON AVE | MUSKEGON MI 49442 | \$1,242.36 | \$0.00      | \$1,242.36 |
| 24-750-000-0180-00 | 1481.0 | CRESTON ST  | HEJKA HELEN        | 1481 CRESTON ST   | MUSKEGON MI 49442 | \$1,561.88 | \$0.00      | \$1,561.88 |
| 24-750-000-0178-00 | 1467.0 | CRESTON ST  | JOHNSON MICHAEL    | 1467 CRESTON ST   | MUSKEGON MI 49442 | \$1,561.88 | \$0.00      | \$1,561.88 |
| 24-750-000-0176-00 | 1461.0 | CRESTON ST  | GRAYEY GEORGE L    | 1461 CRESTON ST   | MUSKEGON MI 49442 | \$1,428.00 | \$0.00      | \$1,428.00 |
| 24-750-000-0173-00 | 1387.0 | FLOWER AVE  | OLSON WAYNE JR     | 1387 FLOWER AVE   | MUSKEGON MI 49442 | \$2,142.00 | \$0.00      | \$2,142.00 |
| 24-750-000-0145-00 | 1392.0 | FLOWER AVE  | HEIKKINEN HAROLD   | 1392 FLOWER AVE   | MUSKEGON MI 49442 | \$1,071.00 | \$0.00      | \$1,071.00 |
| 24-475-000-0080-00 | 1516.0 | CRESTON ST  | BELMONTE FRANK     | 1516 CRESTON ST   | MUSKEGON MI 49442 | \$946.05   | \$0.00      | \$946.05   |
| 24-475-000-0081-00 | 1500.0 | CRESTON ST  | WELLS RANDY A      | 1500 CRESTON ST   | MUSKEGON MI 49442 | \$1,392.30 | \$0.00      | \$1,392.30 |
| 24-475-000-0082-00 | 1490.0 | CRESTON ST  | BLAKE SHARON R     | 1490 CRESTON ST   | MUSKEGON MI 49442 | \$1,392.30 | \$0.00      | \$1,392.30 |
| 24-475-000-0083-00 | 1470.0 | CRESTON ST  | JORDAN LAMAR S/V   | 1470 CRESTON ST   | MUSKEGON MI 49442 | \$1,392.30 | \$0.00      | \$1,392.30 |
| 24-475-000-0084-00 | 1460.0 | CRESTON ST  | BURGESS CARL H E   | 1460 CRESTON ST   | MUSKEGON MI 49442 | \$1,392.30 | \$0.00      | \$1,392.30 |
| 24-475-000-0085-00 | 1450.0 | CRESTON ST  | DAVIS WILBERT/NIN  | 1450 CRESTON ST   | MUSKEGON MI 49442 | \$1,392.30 | \$0.00      | \$1,392.30 |
| 24-475-000-0086-00 | 1440.0 | CRESTON ST  | JOHNSON JEWELEN    | 1440 CRESTON ST   | MUSKEGON MI 49442 | \$1,392.30 | \$0.00      | \$1,392.30 |
| 24-475-000-0087-00 | 1420.0 | CRESTON ST  | DAILEY KENNETH G/  | 1420 CRESTON ST   | MUSKEGON MI 49442 | \$1,392.30 | \$0.00      | \$1,392.30 |
| 24-475-000-0088-00 | 1410.0 | CRESTON ST  | HOOD ERIC J        | 1410 CRESTON ST   | MUSKEGON MI 49442 | \$1,392.30 | \$0.00      | \$1,392.30 |
| 24-750-000-0143-00 | 1391.0 | HOWARD AVE  | MYERS MAX E        | 1391 HOWARD AVE   | MUSKEGON MI 49442 | \$1,071.00 | \$0.00      | \$1,071.00 |
| 24-750-000-0113-00 | 1390.0 | HOWARD AVE  | FERRIS RICHARD     | 1390 HOWARD AVE   | MUSKEGON MI 49442 | \$1,071.00 | \$0.00      | \$1,071.00 |
| 24-750-000-0111-00 | 1391.0 | LANGELAND A | FLOWERS MARVIN F   | 35 W FOREST AVE   | MUSKEGON MI 49441 | \$1,071.00 | \$0.00      | \$1,071.00 |

H 1530

HEARING DATE OCTOBER 28, 2003

# CRESTON, EVANSTON TO APPLE SPECIAL ASSESSMENT ROLL

| PARCEL             | @      | OWNER       | MAILING ADDRESS    |                     | PAVING          | DR APP / SW | TOTAL      |
|--------------------|--------|-------------|--------------------|---------------------|-----------------|-------------|------------|
| 24-750-000-0081-00 | 1325.0 | CRESTON ST  | NGUYEN NGAT T      | 1325 CRESTON ST     | MUSKEGON        | MI 49442    | \$1,071.00 |
| 24-750-000-0079-00 | 1391.0 | FRANCES AVE | BREWER PAUL E/DE   | 1391 FRANCES AVE    | MUSKEGON        | MI 49442    | \$1,071.00 |
| 24-750-000-0049-00 | 1275.0 | CRESTON ST  | HENRY EDWARD P/E   | 1275 CRESTON ST     | MUSKEGON        | MI 49442    | \$1,071.00 |
| 24-750-000-0048-00 | 1255.0 | CRESTON ST  | MURDAUGH RAYMO     | 1255 CRESTON ST     | MUSKEGON        | MI 49442    | \$1,071.00 |
| 24-750-000-0017-00 | 1229.0 | CRESTON ST  | VANHEMERT KENNE    | 1229 CRESTON ST     | MUSKEGON        | MI 49442    | \$1,071.00 |
| 24-750-000-0016-00 | 1213.0 | CRESTON ST  | ATKINSON WALTER    | 1213 CRESTON ST     | MUSKEGON        | MI 49442    | \$1,071.00 |
| 24-226-000-0048-00 | 1189.0 | CRESTON ST  | FIRST INDIANA BANK | 135 N PENNSYLVANI   | INDIANAPOLIS IN | 46204       | \$1,232.90 |
| 24-226-000-0045-00 | 1161.0 | CRESTON ST  | MCDANIEL CHARLIE   | 1161 CRESTON ST     | MUSKEGON        | MI 49442    | \$1,232.90 |
| 24-226-000-0044-00 | 1135.0 | CRESTON ST  | WOODS BARBARA A    | 1135 CRESTON ST     | MUSKEGON        | MI 49442    | \$1,213.80 |
| 24-226-000-0041-00 | 1397.0 | ISABELLA AV | LAYTON CORA        | 1397 E ISABELLA AVE | MUSKEGON        | MI 49442    | \$1,213.80 |
| 24-226-000-0037-00 | 1397.0 | ADA AVE     | ASHLEY LARHONDA    | 1397 ADA AVE        | MUSKEGON        | MI 49442    | \$3,407.21 |
| 24-226-000-0033-00 | 1395.0 | APPLE AVE   | BESSINGER ROLAND   | 15460 WISTERIA LN   | SPRING LAKE     | MI 49456    | \$3,159.45 |
| 24-475-000-0089-00 | 1400.0 | CRESTON ST  | SCOTT LORETTA RE   | 1400 CRESTON ST     | MUSKEGON        | MI 49442    | \$1,392.30 |
| 24-475-000-0090-00 | 1390.0 | CRESTON ST  | JACKSON JEFFERY L  | 1390 CRESTON ST     | MUSKEGON        | MI 49442    | \$1,392.30 |
| 24-475-000-0091-00 | 1380.0 | CRESTON ST  | HUGHES RICHARD/T   | 9350 WALSH RD       | MONTAGUE        | MI 49437    | \$1,392.30 |
| 24-475-000-0092-00 | 1366.0 | CRESTON ST  | BARRETT JONNIE L   | 1366 CRESTON ST     | MUSKEGON        | MI 49442    | \$1,392.30 |
| 24-475-000-0093-00 | 1354.0 | CRESTON ST  | HAMMERLE CLINT F   | 1354 CRESTON ST     | MUSKEGON        | MI 49442    | \$1,392.30 |
| 24-475-000-0094-00 | 1344.0 | CRESTON ST  | BOLEMA LUMBER &    | 1230 E LAKETON AVE  | MUSKEGON        | MI 49442    | \$1,392.30 |

H 1530

HEARING DATE OCTOBER 28, 2003

CRESTON, EVANSTON TO APPLE  
SPECIAL ASSESSMENT ROLL

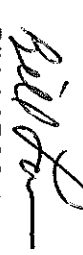
| PARCEL             | @      | OWNER       | MAILING ADDRESS                                       | PAVING      | DR APP / SW | TOTAL       |
|--------------------|--------|-------------|-------------------------------------------------------|-------------|-------------|-------------|
| 24-475-000-0095-00 | 1330.0 | CRESTON ST  | JACKSON TELISA 1330 CRESTON ST MUSKEGON MI 49442      | \$1,392.30  | \$0.00      | \$1,392.30  |
| 24-475-000-0096-00 | 1310.0 | CRESTON ST  | SHERROD ROOSEVE 1310 CRESTON ST MUSKEGON MI 49442     | \$1,392.30  | \$0.00      | \$1,392.30  |
| 24-475-000-0050-00 | 1415.0 | FRANCES AVE | CHEATHAM CAL/COZ 1415 FRANCES AVE MUSKEGON MI 49442   | \$1,160.25  | \$0.00      | \$1,160.25  |
| 24-475-000-0049-00 | 1280.0 | CRESTON ST  | NEWVILLE DONALD 6380 RADIO RD LOT 2 NAPLES FL 33942-4 | \$1,138.83  | \$0.00      | \$1,138.83  |
| 24-475-000-0001-00 | 1260.0 | CRESTON ST  | MOSER NATHAN 1260 CRESTON ST MUSKEGON MI 49442        | \$1,138.83  | \$0.00      | \$1,138.83  |
| 24-128-200-0024-00 | 1220.0 | CRESTON ST  | CRESTWOOD UNITE 1220 CRESTON ST MUSKEGON MI 49442     | \$4,564.25  | \$0.00      | \$4,564.25  |
| TOTALS             |        |             |                                                       | \$61,331.17 | \$0.00      | \$61,331.17 |

PLEASE NOTE: PARCELS SHOWING \$0.00 IN THE TOTAL COLUMN ARE EXEMPT

BOARD OF ASSESSORS

 10/31/03  
CLIFF TURNER, DIRECTOR, COUNTY EQUALIZATION DATE

 10-29-03  
LARRY SPATARO CITY COMMISSIONER DATE

 11-04-03  
BILL LARSON CITY COMMISSIONER DATE

## LETTER OF OBJECTION

TO WHOM IT MAY CONCERN:

**I AM OPPOSED TO THE SPECIAL ASSESSMENT ROLL FOR:  
CRESTON, EVANSTON TO APPLE.**

I hold in my hand a copy of the NOTICE OF HEARING ON SPECIAL  
ASSESSMENT FOR THE MILLING AND RESURFACING OF  
CRESTON STREET.

In this notice it explains the estimated cost of the project, assessment payment schedules, and a form to oppose the special assessment. The notice does not explain that the money from the state would be allowed under certain circumstances. These criteria should have been included in the information. Too much information is better than not enough!!

For me paying the amount of assessment wasn't a big deal when weighing the inconvenience of having to run up the basement stairs every time a car drove North bound passed my home on Creston St. Creating a sound of someone pounding on my front door.

However, since the milling and resurfacing project has been completed. The final result is disturbing.

If I have a gathering people cannot park on my street, as they cannot all fit in my driveway. The city will not allow parking on my lawn, even though I own it. The side streets abutting Creston St. are allowed parking on both sides of the street disallowing two cars to pass simultaneously. WHY NOT CRESTON ST! Creston St. is a wider street.

And the matter of the no parking signs beginning at Catherine south? Why not start at Apple Avenue where the road is narrower? Someone needs to explain this to me!

Why does government, at any level, consistently and cleverly hide ALL pertinent information pertaining to proposed laws and building projects that AFFECT the citizens?



Why did the City of Muskegon lie to the State about the road in question being a major thoroughfare? When in fact it is a residential area!

If I am to pay for part of the milling and resurfacing project, I believe that alone entitles me to park on Creston St!

The residents of Muskegon are kind enough to GIVE AWAY their labor MAINTAINING THE CITIES TERRACES, SIDEWALKS, AND FIRE HYDRANTS. The City of Muskegon just takes from our kind hearts.

I believe the saying is true...that nothing is for free. With that in mind ...maybe the residents should start billing the city for their labor involved with maintaining the CITY'S property!

And while I'm on the topic of money, allow me to point out that the total estimated cost of the project was to be \$320,000.00 of which approximately 19.21% was to be paid by special assessment ( \$61,483.97 ). Now, the NOTICE OF HEARING TO CONFIRM SPECIAL ASSESSMENT ROLL says that the final cost of the improvement portion of the project is \$270,000.00 of which \$61,483.97 is to be paid by special assessment. The project was completed for \$50,000.00 less than estimated, yet we as residents are to pay the same amount in assessment.  $19.21\% \text{ of } 270,000.00 = \$51,867.00$ . Who is getting the other money?

Why cast a dark cloud over this administration.

Vote to turn down the special assessment and restore Creston St parking back to the way it was. AT this point I'll even take the potholes back!

Sincerely,



Clint Hammerle

Resident

1354 Creston St

Muskegon, Mi 49442-5220

TO: Honorable Mayor and City Commissioners

FROM: Engineering

DATE: OCTOBER 28, 2003

RE: Public Hearing  
Spreading of the Special Assessment Roll  
**Lincoln St. Sherman to Lakeshore Dr.**

---

SUMMARY OF REQUEST:

To hold a public hearing on the spreading of the special assessment for **Lincoln St. Sherman to Lakeshore Dr.**, and to adopt the attached resolution confirming the special assessment roll. Furthermore, it is respectfully requested that a City Commissioner be appointed to the Board of Assessors to replace Mrs. Buie.

FINANCIAL IMPACT:

A total of \$66,788.02 would be spread against the fifty-seven-(57) parcels abutting the project.

BUDGET ACTION REQUIRED:

None at this time.

STAFF RECOMMENDATION:

To approve the special assessment roll and adopt the attached resolution.

COMMITTEE RECOMMENDATION:

**CITY OF MUSKEGON**

**Resolution No. 2003-86 (b)**

**Resolution Confirming Special Assessment Roll**

**For Lincoln St. Sherman to Lakeshore Dr.**

Properties Assessed: See Exhibit A attached to this resolution.

**RECITALS:**

1. The City Commission determined to create a special assessment district covering the Properties set forth in Exhibit A attached to this resolution on **February 11, 2003**, at the first hearing.
2. The City has reviewed the special assessment roll which purports to levy a special assessment in the said district, levying on each property a portion of the cost which has been determined to be appropriate, considering the improvements, the benefit to the assessed properties, and the policies of the City.
3. The City Commission has received final bids for the construction and/or installation of the improvements and determines it to be fair and reasonable.
4. The City Commission has heard all objections to the roll filed before or at the hearing.

**THEREFORE, BE IT RESOLVED:**

1. That the special assessment roll submitted by the Board of Assessors is hereby approved.
2. That the assessments levied may be made in installments as follows: annual installments over ten (10) years. Any assessment that is paid in installments shall carry interest at the rate of five (5) percent per annum to be paid in addition to the principal payments on the special assessment.

RESOLUTION CONFIRMING SPECIAL ASSESSMENT ROLL

FOR Lincoln St. Sherman to Lakeshore Dr.

Continued...

3. The Clerk is directed to endorse the certificate of this confirmation resolution and the Mayor may endorse or attach his warrant bearing the date of this resolution which is the date of confirmation.

This resolution passed.

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

Nays: None

City of Muskegon

By Gail A. Kunderger  
Gail A. Kunderger, City Clerk

CERTIFICATE

This resolution was adopted at a meeting of the City Commission, held on **October 28, 2003**. The meeting was properly held and noticed pursuant to the Open Meetings Act of the State of Michigan, Act 267 of the Public Acts of 1976.

Further, I hereby certify that the special assessment roll referred to in this resolution was confirmed on this date, being **October 28, 2003**.

City of Muskegon

By Gail A. Kunderger  
Gail A. Kunderger, City Clerk

**EXHIBIT A**

**Lincoln St. from Sherman Blvd. to Lakeshore Dr.**

**SPECIAL ASSESSMENT DISTRICT**

**All properties abutting that section of Lincoln St. from Sherman Blvd. to Lakeshore Dr.**

**Lincoln St. Sherman to Lakeshore Dr.**

**MAYOR'S ENDORSEMENT AND WARRANT**

I, STEPHEN J. WARMINGTON, MAYOR OF THE CITY OF MUSKEGON, HEREBY  
ENDORSE THE ABOVE CONFIRMATION RESOLUTION AND HEREBY WARRANT TO  
THE CITY TREASURER THIS DATE THAT HE SHALL PROCEED TO COLLECT THE  
ASSESSMENTS AT THE TIME AND IN THE MANNER SET FORTH ABOVE.

CITY OF MUSKEGON

BY

STEPHEN J. WARMINGTON



October 17th , 2003

OWNERS NAME  
OWNERS ADDRESS  
OWNERS CITY, OWNERS STATE OWNERS ZIPCODE

Property Parcel Number: 24-XXX-XXX-XXXX-XX at ADDRESS STREET

### **NOTICE OF HEARING TO CONFIRM SPECIAL ASSESSMENT ROLL**

Dear Property Owner:

The Muskegon City Commission has previously approved the project described below and will now consider final confirmation of the special assessment roll:

LINCOLN, SHERMAN TO LAKESHORE DR.

#### **Public Hearings**

A public confirmation hearing will be held in the City of Muskegon Commission Chambers on Tuesday, OCTOBER 28TH, 2003 at 5:30 P.M. You are entitled to appear at this hearing, either in person, by agent or in writing to express your opinion, approval, or objection concerning the special assessment. Written appearances or objections must be made at or prior to the hearing.

YOU ARE HEREBY NOTIFIED THAT YOU HAVE THE RIGHT TO PROTEST YOUR ASSESSMENT EITHER IN WRITING OR IN PERSON AT THE HEARING. ALSO, IF THE SPECIAL ASSESSMENT IS CONFIRMED OCTOBER 28TH, 2003 YOU WILL HAVE THIRTY (30) DAYS FROM THE DATE OF THE CONFIRMATION TO FILE A WRITTEN APPEAL WITH THE MICHIGAN TAX TRIBUNAL(517-334-6521). HOWEVER, UNLESS YOU PROTEST AT THIS HEARING EITHER IN WRITING OR BY AGENT, OR IN WRITING BEFORE OR AT THE HEARING, YOUR RIGHT TO APPEAL TO THE MICHIGAN TAX TRIBUNAL WILL BE LOST.

#### **Costs**

The final projected cost of the street improvement portion of the project is \$440,000.00 of which \$67,686.41 will be paid by special assessment. If the special assessment is confirmed, your property will be assessed \$999.6 based on 56 feet assessable front footage at \$17.85 per assessable foot for the street improvements. In addition, you will be assessed \$0 for driveway approach and/or sidewalk improvements made to your property for a total special assessment cost of \$999.6. Following are the terms of the special assessment:

**Assessment Period: Ten (10) Years**  
**Interest Rate: 5% per year**  
**First Installment: \$99.96 PER YEAR**  
**Due Date: December 29th, 2003**

CDBG Approved You Owe \$0.00

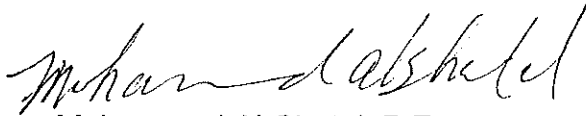
The total assessment may be paid in full any time prior to the due date shown above without interest being charged. After this date, interest will be charged at the rate shown above on the outstanding balance. Assessments also may be paid over a ten year period in ten equal principal installments. If you pay your assessment in installments, your annual installment (including interest) will be included as a separate item on your property tax bill each year. Therefore, if you pay your property taxes through a mortgage escrow agent, you should notify them of this change. Early payments may be made at any time and are encouraged.

PLEASE NOTE THAT IF THE ASSESSMENT IS NOT CONFIRMED AT THE PUBLIC HEARING YOU WILL BE NOTIFIED. IF THE ASSESSMENT IS CONFIRMED, THIS LETTER WILL REPRESENT YOUR INITIAL BILLING IF YOU WISH TO PAY IN FULL PRIOR TO THE DUE DATE AND AVOID INTEREST COSTS. OTHERWISE, YOU WILL AUTOMATICALLY BE BILLED ON AN INSTALLMENT BASIS WITH THE FIRST INSTALLMENT SHOWN ON YOUR NEXT PROPERTY TAX BILL

If you have any specific questions about the work done please call the Engineering Department at 231- 724-6707 before the hearing date.

Please refer to the enclosed sheet entitled Special Assessment Payment Options for more information on the payment options and Application for Waiver of Special Assessment for financial assistance.

Sincerely,

A handwritten signature in cursive script, appearing to read 'Mohammed Al-Shatel', is written in black ink.

Mohammed Al-Shatel, P.E.  
City Engineer

Enclosures

# Special Assessment Payment Options

Property owners in the City of Muskegon who are being specially assessed for street, sidewalk or other public improvements may pay their assessment in the following ways:

## **I. Lump Sum Payment in Full**

Assessments may be paid in full within sixty (60) days of the confirmation of the special assessment roll without interest.

## **II. Installment Payments**

Assessments not paid within the first sixty (60) days may be paid in installments over several years as follows:

**Street and Alley Assessments** – Ten (10) years equal annual principal payments. For example, if the amount of your assessment is \$850.00, you will be billed \$85.00 per year plus applicable interest as described below.

**Driveway, Sidewalk, and Approach Assessments** - Ten (10) years equal annual principal payments plus applicable interest as described below.

**Interest** – Simple interest is charged at the rate of 5.00% per year *unless* the City has borrowed money to complete the project for which you are assessed and has pledged your assessments for repayment of the borrowed money. In such cases, the interest you are charged is equal to the interest rate the City must pay on the borrowed money plus 1.00%.

## **III. Special Assessment Deferral (Low Income Seniors and Disabled Persons)**

To qualify for a special assessment deferral you or your spouse (if jointly owned) must:

- Be 65 years or older or be totally or permanently disabled.
- Have been a Michigan resident for five (5) years or more and have owned and occupied the homestead being assessed for five (5) years or more.
- Be a citizen of the U.S.
- Have a total household income not in excess of \$16,823.00
- Have a special assessment of \$300.00 or more.

Under this program the State of Michigan will pay the entire balance owing of the special assessment, including delinquent, current, and further installments. At the time of payment a lien will be recorded on your property in favor of the State of Michigan. Repayment to the State must be made at the time the property is sold or transferred or after the death of the owner(s). During the time the special assessment is deferred interest is accrued at the rate of 6.00% per year.

## **IV. Further Information About the Above Programs**

Further information about any of the above payment options may be obtained by calling either the **City Assessor's Office at 724-6708** or the **City Treasurer's Office at 724-6720**. Applications may be obtained at the Muskegon County Equalization Office in the Muskegon County building or City of Muskegon Assessor's Office in City Hall.

## **V. Additional Special Assessment Payment Assistance**

Qualified low and moderate income homeowners who are being assessed may be eligible for payment assistance through the City of Muskegon Community Development Block Grant (CDBG) Program. Assistance from this program will be available to the extent that funds are available. To obtain further information and determine whether you are eligible, contact the **Community and Neighborhood Services Department at 724-6717**.

STREET H-1556  
LINCOLN, SHERMAN TO LAKESHORE DR.  
CDBG APPLICATION FOR WAIVER OF SPECIAL ASSESSMENT

**HOUSEHOLD INFORMATION**

Name: \_\_\_\_\_ Birthdate: \_\_\_\_\_ Social Security # \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_  
Spouse: \_\_\_\_\_ Birthdate: \_\_\_\_\_ Social Security # \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_  
Address: \_\_\_\_\_ Phone: \_\_\_\_\_ Race: \_\_\_\_\_  
Parcel # \_\_\_\_\_ Owner/Spouse Legally Handicapped Or Disabled? ( ) Yes ( ) No

(Please refer to your assessment letter for this information)

Number Living in Household: \_\_\_\_\_ List information for household members besides owner/spouse here.

|            |                 |                                         |
|------------|-----------------|-----------------------------------------|
| Name _____ | Birthdate _____ | Social Security # _____ - _____ - _____ |
| Name _____ | Birthdate _____ | Social Security # _____ - _____ - _____ |
| Name _____ | Birthdate _____ | Social Security # _____ - _____ - _____ |
| Name _____ | Birthdate _____ | Social Security # _____ - _____ - _____ |

**INCOME INFORMATION**

**ANNUAL Household Income:** \$ \_\_\_\_\_ **Wage earner:** \_\_\_\_\_  
(Must include all household income)  
\_\_\_\_\_ **Wage earner:** \_\_\_\_\_  
\_\_\_\_\_ **Wage earner:** \_\_\_\_\_  
\_\_\_\_\_ **Wage earner:** \_\_\_\_\_  
  
**Total:** \$ \_\_\_\_\_

**PROPERTY INFORMATION**

**Proof Of Ownership:** ( ) Deed ( ) Mortgage ( ) Land Contract  
**Homeowner's Insurance Co:** \_\_\_\_\_ **Expiration Date:** \_\_\_\_\_  
**Property Taxes:** ( ) Current ( ) Delinquent Year(s) Due \_\_\_\_\_  
(Property taxes must be current to qualify and will be verified by CDBG staff)

**OWNER'S SIGNATURE**

**Owner's Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_  
By signing this application, the applicant verifies he/she owns and occupies the dwelling. The Applicant/Owner certifies that all information in this application, and all information furnished in support of this application, is true and complete to the best of the Applicant/Owner's knowledge and belief. The property owner's signature will be required prior to the application being processed. **NO APPLICATION WILL BE ACCEPTED AFTER MAY 31, 2003**

**FOR OFFICE USE ONLY**

APPROVED ( ) DENIED ( ) DATE \_\_\_\_\_ CENSUS TRACT NO. \_\_\_\_\_  
SIGNATURE \_\_\_\_\_ TITLE \_\_\_\_\_  
COMMENTS/REMARKS \_\_\_\_\_

**\*\*ATTENTION APPLICANT\*\***

Please see reverse side for instructions on providing proof of income, ownership, and property insurance.

**CITY OF MUSKEGON  
LINCOLN, SHERMAN TO LAKESHORE DR.  
STREET H-1556  
REQUEST FOR WAIVER OF SPECIAL ASSESSMENT**

***Note: You may receive this application several times – If you have already applied, please discard.***

**Dear Resident:**

The City of Muskegon has selected the street abutting your property for repairs. To assist homeowners, who may have difficulty paying the cost of street repairs, the City offers assessment waivers through the Community Development Block Grant (CDBG) Program for eligible households and families. If you meet the CDBG program qualifications, the City may pay the street assessment for you to the extent that funds are available.

**Application Requirements:**

- ✓ **Applicants must submit proof that their total household income does not exceed 65% of Area Median Income** (see chart below); Proof of income may include copies of Wage & Tax Statement (W-2's) from the year 2002, pension or other benefit checks, bank statements for direct deposits or agency statements for all household income.

**2002**

| 65% MEDIAN HOUSEHOLD INCOME CHART |              |
|-----------------------------------|--------------|
| FAMILY SIZE                       | INCOME LIMIT |
| 1                                 | \$27,885     |
| 2                                 | 31,850       |
| 3                                 | 35,880       |
| 4                                 | 39,845       |
| 5                                 | 43,030       |
| 6                                 | 46,326       |
| 7                                 | 49,400       |
| 8                                 | 52,585       |
| For each extra, add               | 3,185        |

- ✓ **Applicants must submit proof that they both own and occupy property at the time of application;** Land Contract purchasers must obtain approval of titleholder prior to receiving assistance. Proof of ownership should be a deed, mortgage, or land contract; proof of occupancy can be a copy of a driver's license or other official document showing both your name and address.
- ✓ **Applicants must submit proof of current property insurance.**

**Please complete the first four (4) sections of the application on the reverse side of this notice, and return it, along with supporting documentation, to:**

**City of Muskegon  
Community & Neighborhood Services  
933 Terrace Street, 2nd Floor  
Muskegon, MI 49440**

**For further information,** please contact this office by calling 724-6717, weekdays from 8:30 a.m. and 5:00 p.m.

*The City reserves the right to verify all application information, and to reject any applications that contain falsified information or insufficient documentation.*

**CITY OF MUSKEGON  
NOTICE OF PUBLIC HEARINGS  
CONFIRMATION OF SPECIAL ASSESSMENT ROLLS**

**SPECIAL ASSESSMENT DISTRICTS:**

**CRESTON, EVANSTON TO APPLE  
LINCOLN ST. SHERMAN TO LAKESHORE DR  
AND  
SIDEWALK REPLACEMENT PROGRAM FOR 2003**

The location of the special assessment districts and the properties proposed to be assessed are:

- All parcels abutting Creston St. from Evanston Ave. to McLaughlin Ave. & all parcels abutting the west side of Creston St. from McLaughlin Ave. to Apple Ave.
- All parcels abutting Lincoln St. from Sherman Blvd. to Lakeshore Dr.
- **AREA W5; bounded by Glade Street to the west; Washington Ave, Jefferson Street, and Strong Ave. to the north; Peck Street to the east; South to the City Limits**

PLEASE TAKE NOTICE that a hearing to confirm the special assessment rolls will be held at the City of Muskegon Commission Chambers on **October 28, 2003 at 5:30 p.m.**

At the time set for the hearing the City Commission will examine and determine whether to approve the special assessment rolls that have been prepared and submitted for the purpose of said hearing and for examination by those persons to be assessed. The special assessment rolls are on file and may be examined during regular business hours at the City Engineer's office between 8:00 a.m. and 5:00 p.m. on weekdays, except holidays.

YOU ARE HEREBY NOTIFIED THAT YOU HAVE A RIGHT TO PROTEST YOUR ASSESSMENT EITHER IN WRITING OR IN PERSON AT THE HEARING. IF THE SPECIAL ASSESSMENT ROLL IS CONFIRMED, YOU WILL HAVE THIRTY (30) DAYS FROM THE DATE OF CONFIRMATION OF THE ROLL TO FILE A WRITTEN APPEAL WITH THE MICHIGAN STATE TAX TRIBUNAL. HOWEVER, UNLESS YOU PROTEST AT THIS HEARING OR DID SO AT THE PREVIOUS HEARING ON THIS SPECIAL ASSESSMENT DISTRICT EITHER IN PERSON OR BY AGENT, OR IN WRITING BEFORE OR AT THE HEARING, YOUR RIGHT TO APPEAL TO THE MICHIGAN TAX TRIBUNAL WILL BE LOST.

You are further notified that at the first hearings the City Commission determined that the special assessment districts should be created, the improvements made, and the assessments levied. The purpose of these hearings is to hear objections to the assessment rolls and to approve, reject, or correct the said rolls.

\_\_\_\_\_  
Gail A. Kundering, City Clerk

Publish: **OCTOBER 18, 2003**

**ADA POLICY**

The City will provide necessary appropriate auxiliary aids and services, for example, signers for the hearing impaired, audiotapes for the visually impaired, etc., for disabled persons who want to attend the meeting, upon twenty-four hours notice to the City. Contact:

Gail A. Kundering, City Clerk  
933 Terrace Street, Muskegon, MI 49440  
(231) 724-6705 of TDD (231) 724-6773

RECEIVED  
CITY OF MUSKEGON

FEB 14 2003

CITY OF MUSKEGON

Resolution No. 2003-15 (b)

ENGINEERING DEPT.

Resolution At First Hearing Creating Special Assessment District  
For **Lincoln St. from Sherman Blvd. to Lakeshore Dr.**  
Location and Description of Properties to be Assessed:  
See Exhibit A attached to this resolution

RECITALS:

1. A hearing has been held on **February 11, 2003** at 5:30 o'clock p.m. at the City Commission Chambers. Notice was given by mail and publication as required by law.
2. That estimates of costs of the project, a feasibility report and valuation and benefit information are on file with the City and have been reviewed for this hearing.
3. At the hearing held **February 11, 2003**, there were 55.42% objections by the owners of the property in the district registered at the hearing either in writing received before or at the hearing or by owners or agents present at the hearing, and the Commission has considered the advisability of proceeding with the project.

FINDINGS:

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

THEREFORE, BE IT RESOLVED:

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

Commissioners Spataro and Buie  
and the City Assessor who are hereby directed to prepare an assessment roll.  
Assessments shall be made upon front foot basis.

4. Based on the City's Special Assessment policy and preliminary estimates it is expected that approximately **14.50%** of the cost of the street improvement will be paid by special assessments.
5. Upon submission of the special assessment roll, the City staff is hereby directed to notify all owners and persons interested in properties to be assessed of the hearing at which the City Commission will consider confirmation of the special assessment roll.

This resolution adopted.

Ayes Ap Spataro, Warmington, Buie, Gawron, Larson, Schweifler, Shepherd

Nays None

CITY OF MUSKEGON

By Gail A. Kunding  
Gail A. Kunding, Clerk

ACKNOWLEDGMENT

This resolution was adopted at a meeting of the City Commission, held on **February 11, 2003**.  
The meeting was properly held and noticed pursuant to the Open Meetings Act of the State of Michigan, Act 267 of the Public Acts of 1976.

CITY OF MUSKEGON

By Gail A. Kunding  
Gail A. Kunding, Clerk

**EXHIBIT A**

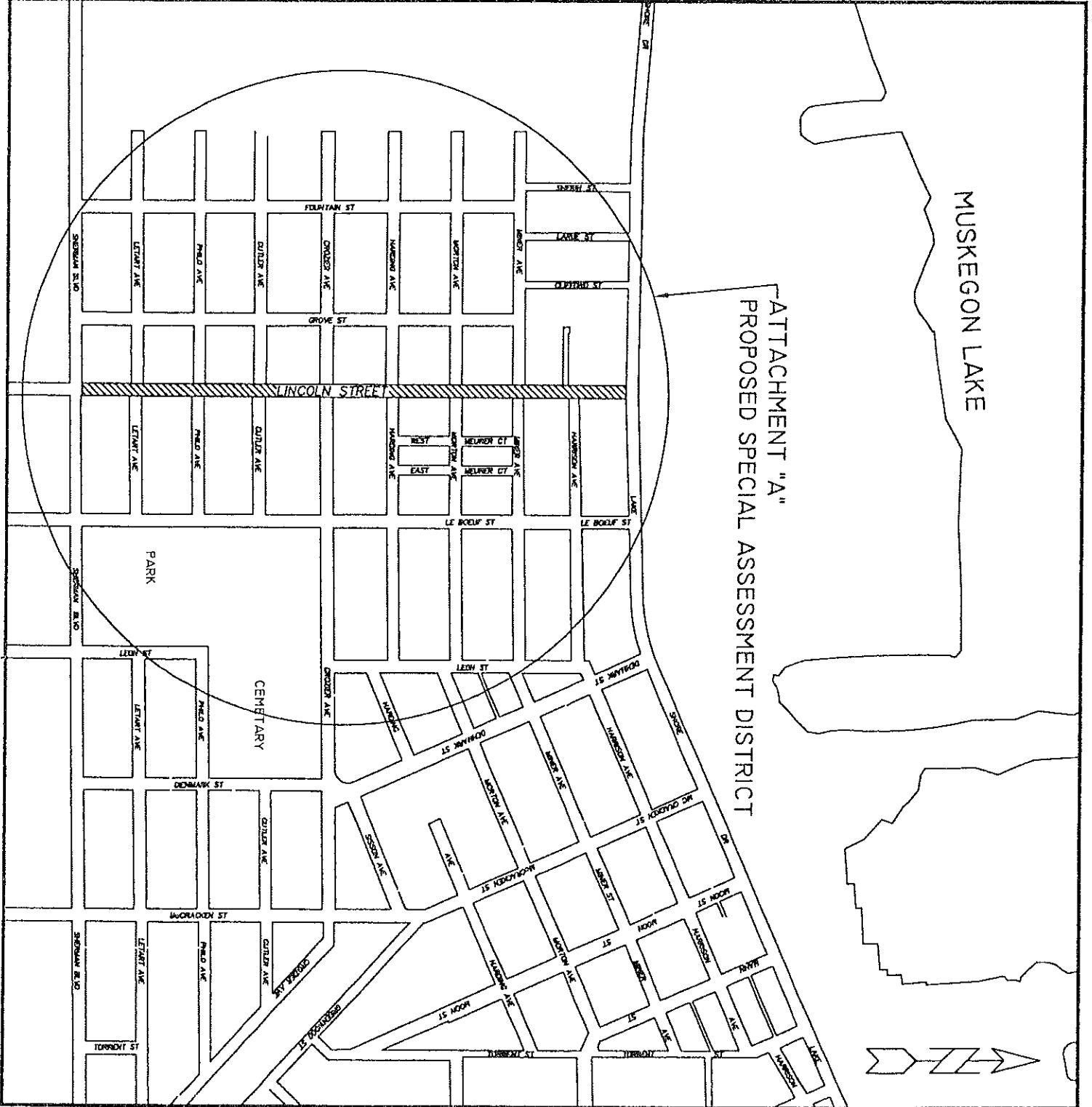
**Lincoln St. from Sherman Blvd. to Lakeshore Dr.**

**SPECIAL ASSESSMENT DISTRICT**

**All properties abutting that section of Lincoln St. from Sherman Blvd. to Lakeshore Dr.**

MUSKEGON LAKE

ATTACHMENT "A"  
PROPOSED SPECIAL ASSESSMENT DISTRICT



H 1556

HEARING DATE OCTOBER 28, 2003

LINCOLN, SHERMAN TO LAKESHORE DR.

## SPECIAL ASSESSMENT ROLL

| PARCEL             | @      | OWNER      | MAILING ADDRESS  |                    | PAVING               | DR APP<br>/ SW | TOTAL    |            |
|--------------------|--------|------------|------------------|--------------------|----------------------|----------------|----------|------------|
| 24-205-670-0010-00 | 2414.0 | SHERMAN BL | MOAT JOSEPH B    | 836 DYKSTRA RD     | MUSKEGON MI 49445    | \$2,326.39     | \$0.00   | \$2,326.39 |
| 24-205-670-0001-00 | 2565.0 | LINCOLN ST | OGLE JOHN L      | 2565 LINCOLN ST    | MUSKEGON MI 49441    | \$1,163.28     | \$0.00   | \$1,163.28 |
| 24-205-671-0012-00 | 2408.0 | LETART AVE | MCBRIDE SHERWIN  | 2408 LETART AVE    | MUSKEGON MI 49441    | \$1,163.28     | \$0.00   | \$1,163.28 |
| 24-205-671-0001-00 | 2407.0 | PHILO AVE  | ZIMMER JUDY      | 2984 LAKESHORE     | MUSKEGON MI 49441    | \$1,163.28     | \$0.00   | \$1,163.28 |
| 24-205-672-0011-20 | 2495.0 | LINCOLN ST | JONES RICHARD J  | 2495 LINCOLN ST    | MUSKEGON MI 49441    | \$714.00       | \$0.00   | \$714.00   |
| 24-205-672-0011-10 | 2489.0 | LINCOLN ST | TERBORG CYNTHIA  | 2489 LINCOLN ST    | MUSKEGON MI 49441    | \$714.00       | \$0.00   | \$714.00   |
| 24-205-672-0001-10 | 2411.0 | CUTLER AVE | DARE EUGENE      | 2411 CUTLER AVE    | MUSKEGON MI 49441    | \$714.00       | \$0.00   | \$714.00   |
| 24-205-673-0012-00 | 2441.0 | LINCOLN ST | KNOWLES MACK A   | 2441 LINCOLN ST    | MUSKEGON MI 49441-1  | \$1,074.03     | \$0.00   | \$1,074.03 |
| 24-205-672-0001-00 | 2473.0 | LINCOLN ST | JOHNSON GUNNARD  | 2473 LINCOLN ST    | MUSKEGON MI 49441    | \$1,612.39     | \$346.80 | \$1,959.19 |
| 24-205-674-0011-10 | 2393.0 | LINCOLN ST | SCHNEIDER THOMA  | 2393 LINCOLN ST    | MUSKEGON MI 49441    | \$1,178.10     | \$0.00   | \$1,178.10 |
| 24-205-674-0011-00 | 2385.0 | LINCOLN ST | BUKEMA DONALD W  | 2385 LINCOLN ST    | MUSKEGON MI 49441    | \$1,178.10     | \$0.00   | \$1,178.10 |
| 24-205-674-0001-10 | 2371.0 | LINCOLN ST | BUCKNER TEMPIE   | 2371 LINCOLN ST    | MUSKEGON MI 49441    | \$1,071.00     | \$0.00   | \$1,071.00 |
| 24-205-674-0001-00 | 2355.0 | LINCOLN ST | HOCK ROBERT LJO  | 2355 LINCOLN ST    | MUSKEGON MI 49441    | \$1,285.20     | \$0.00   | \$1,285.20 |
| 24-205-675-0001-00 | 2339.0 | LINCOLN ST | KROMM RICHARD G/ | 750 W SEMINOLE STE | MUSKEGON MI 49444    | \$1,115.62     | \$0.00   | \$1,115.62 |
| 24-205-676-0008-50 | 2317.0 | LINCOLN ST | NORRIS JAMES     | 2317 LINCOLN ST    | MUSKEGON MI 49441    | \$803.25       | \$0.00   | \$803.25   |
| 24-205-676-0008-40 | 2311.0 | LINCOLN ST | LOSS MAX/JUDITH  | 2311 LINCOLN ST    | MUSKEGON MI 49441    | \$1,552.95     | \$0.00   | \$1,552.95 |
| 24-205-676-0007-20 | 2287.0 | LINCOLN ST | BECK REAL PROPER | 16777 BRIDLEPATH   | SPRING LAKE MI 49456 | \$714.00       | \$0.00   | \$714.00   |
| 24-205-676-0007-10 | 2277.0 | LINCOLN ST | STASUNAS FRANK/M | 2277 LINCOLN ST    | MUSKEGON MI 49441    | \$714.00       | \$0.00   | \$714.00   |

H 1556

HEARING DATE OCTOBER 28, 2003

## LINCOLN, SHERMAN TO LAKESHORE DR.

## SPECIAL ASSESSMENT ROLL

| PARCEL             | @      | OWNER       | MAILING ADDRESS   |                   | DR APP<br>/ SW    | TOTAL      |
|--------------------|--------|-------------|-------------------|-------------------|-------------------|------------|
| 24-205-676-0006-40 | 2271.0 | LINCOLN ST  | DUPLISSIS MATTHE  | 2271 LINCOLN ST   | MUSKEGON MI 49441 | \$714.00   |
| 24-205-676-0006-30 | 2269.0 | LINCOLN ST  | SMITH MICHAEL L   | 1611 MULDER DR    | MUSKEGON MI 49445 | \$714.00   |
| 24-205-676-0006-20 | 2265.0 | LINCOLN ST  | HERSHEY JOSEPH F  | 2265 LINCOLN ST   | MUSKEGON MI 49441 | \$678.30   |
| 24-205-676-0005-00 | 2257.0 | LINCOLN ST  | WELSH DAVID H     | 2257 LINCOLN ST   | MUSKEGON MI 49441 | \$1,057.61 |
| 24-205-676-0004-10 | 2239.0 | LINCOLN ST  | ERPENBECK PAUL J  | 2239 LINCOLN ST   | MUSKEGON MI 49441 | \$1,236.11 |
| 24-205-676-0004-00 | 2229.0 | LINCOLN ST  | ABDELKADER SUSIE  | 2229 LINCOLN ST   | MUSKEGON MI 49441 | \$1,245.04 |
| 24-205-676-0001-00 | 2215.0 | LINCOLN ST  | JESPERSEN RICHAR  | 2215 LINCOLN ST   | MUSKEGON MI 49441 | \$1,178.10 |
| 24-205-677-0008-00 | 2207.0 | LINCOLN ST  | HARRIS CLAYTON E/ | 2207 LINCOLN ST   | MUSKEGON MI 49441 | \$1,178.10 |
| 24-205-677-0007-10 | 2197.0 | LINCOLN ST  | VINCULLA BETHANY  | 2197 LINCOLN ST   | MUSKEGON MI 49441 | \$826.46   |
| 24-205-677-0007-00 | 2187.0 | LINCOLN ST  | BRANCH LOUIS JR   | 2187 LINCOLN ST   | MUSKEGON MI 49441 | \$1,360.17 |
| 24-205-677-0001-00 | 2425.0 | LAKESHORE D | SAPP PAPER PROD   | 2400 LAKESHORE DR | MUSKEGON MI 49441 | \$2,356.20 |
| 24-545-004-0029-00 | 2390.0 | SHERMAN BL  | KARAMSAR CORP     | 2390 W SHERMAN BL | MUSKEGON MI 49441 | \$2,553.33 |
| 24-545-004-0001-00 | 2564.0 | LINCOLN ST  | JONES LEONARD     | 2564 LINCOLN ST   | MUSKEGON MI 49441 | \$1,074.03 |
| 24-545-003-0029-00 | 2540.0 | LINCOLN ST  | SIDOCK NICHOLAS J | 2540 LINCOLN ST   | MUSKEGON MI 49441 | \$1,447.63 |
| 24-545-003-0001-00 | 2393.0 | PHILO AVE   | SERVER MILDRED E  | 2393 PHILO AVE    | MUSKEGON MI 49441 | \$1,074.03 |
| 24-545-002-0028-20 | 2494.0 | LINCOLN ST  | LAIRD JAMES J     | 2494 LINCOLN ST   | MUSKEGON MI 49441 | \$715.96   |
| 24-545-002-0028-10 | 2490.0 | LINCOLN ST  | GUE KIMBERLY/ARL  | 2490 LINCOLN ST   | MUSKEGON MI 49441 | \$715.96   |
| 24-545-002-0028-00 | 2484.0 | LINCOLN ST  | ALVESTEFFER MICH  | 2484 LINCOLN ST   | MUSKEGON MI 49441 | \$715.96   |

H 1556

HEARING DATE OCTOBER 28, 2003

LINCOLN, SHERMAN TO LAKESHORE DR.

## SPECIAL ASSESSMENT ROLL

| PARCEL             | @      | OWNER       | MAILING ADDRESS    | PAVING            | DR APP<br>/ SW    | TOTAL                          |
|--------------------|--------|-------------|--------------------|-------------------|-------------------|--------------------------------|
| 24-545-002-0001-00 | 2468.0 | LINCOLN ST  | MURPHY DALE JR     | 2468 LINCOLN ST   | MUSKEGON MI 49441 | \$1,074.03 \$236.64 \$1,310.67 |
| 24-545-001-0030-00 | 2440.0 | LINCOLN ST  | DAVIGNON CHRIST    | 2440 LINCOLN ST   | MUSKEGON MI 49441 | \$1,074.03 \$0.00 \$1,074.03   |
| 24-545-001-0001-00 | 2393.0 | CROZIER AVE | BALKEMA LINDA J/HI | 2393 CROZIER AVE  | MUSKEGON MI 49441 | \$1,331.61 \$0.00 \$1,331.61   |
| 24-205-668-0013-00 | 2392.0 | CROZIER AVE | TARDANI DAN        | 3879 APPLEWOOD LN | MUSKEGON MI 49441 | \$1,178.10 \$0.00 \$1,178.10   |
| 24-205-668-0010-10 | 2370.0 | LINCOLN ST  | SCHNEIDER C/LORR   | 2370 LINCOLN ST   | MUSKEGON MI 49441 | \$1,178.10 \$0.00 \$1,178.10   |
| 24-205-668-0010-00 | 2358.0 | LINCOLN ST  | BUNKER SARAH L     | 2358 LINCOLN ST   | MUSKEGON MI 49441 | \$1,178.10 \$0.00 \$1,178.10   |
| 24-205-667-0013-10 | 2390.0 | HARDING AVE | SHARNOWSKI MARC    | 2390 HARDING AVE  | MUSKEGON MI 49441 | \$1,213.80 \$0.00 \$1,213.80   |
| 24-205-667-0013-00 | 2328.0 | LINCOLN ST  | THOMPSON DANIEL    | 2328 LINCOLN ST   | MUSKEGON MI 49441 | \$1,213.80 \$0.00 \$1,213.80   |
| 24-205-667-0011-10 | 2310.0 | LINCOLN ST  | HARRIS MARK A      | 2310 LINCOLN ST   | MUSKEGON MI 49441 | \$1,204.88 \$0.00 \$1,204.88   |
| 24-205-667-0011-00 | 2387.0 | MORTON AVE  | KAHLO STEVEN D     | 2387 MORTON AVE   | MUSKEGON MI 49441 | \$1,204.88 \$0.00 \$1,204.88   |
| 24-205-666-0013-10 | 2288.0 | LINCOLN ST  | HAZELBROOK REV T   | 2288 LINCOLN ST   | MUSKEGON MI 49441 | \$1,204.88 \$0.00 \$1,204.88   |
| 24-205-666-0013-00 | 2280.0 | LINCOLN ST  | GAUL JOSEPH W      | 2280 LINCOLN ST   | MUSKEGON MI 49441 | \$1,204.88 \$0.00 \$1,204.88   |
| 24-205-666-0011-10 | 2268.0 | LINCOLN ST  | RENKENBERGER JO    | 2268 LINCOLN ST   | MUSKEGON MI 49441 | \$1,294.12 \$0.00 \$1,294.12   |
| 24-205-666-0011-00 | 2258.0 | LINCOLN ST  | SKARRY PEGGY E     | 1347 W WINONA ST  | CHICAGO IL 60640  | \$1,115.62 \$0.00 \$1,115.62   |
| 24-205-665-0013-10 | 2238.0 | LINCOLN ST  | DAVIS ARTHUR A/AR  | 2238 LINCOLN ST   | MUSKEGON MI 49441 | \$999.60 \$0.00 \$999.60       |
| 24-205-665-0013-00 | 2230.0 | LINCOLN ST  | CARSON ALAN/ELIAB  | 2230 LINCOLN ST   | MUSKEGON MI 49441 | \$999.60 \$0.00 \$999.60       |
| 24-205-665-0011-10 | 2220.0 | LINCOLN ST  | PUFFER LYLE/LINDA  | 2220 LINCOLN ST   | MUSKEGON MI 49441 | \$999.60 \$0.00 \$999.60       |
| 24-205-665-0011-00 | 2212.0 | LINCOLN ST  | HERBERT SCOTT/CH   | 2212 LINCOLN ST   | MUSKEGON MI 49441 | \$999.60 \$0.00 \$999.60       |

H 1556

HEARING DATE OCTOBER 28, 2003

LINCOLN, SHERMAN TO LAKESHORE DR.

## SPECIAL ASSESSMENT ROLL

| PARCEL             | @      | OWNER       | MAILING ADDRESS                                      | PAVING      | DR APP / SW | TOTAL       |
|--------------------|--------|-------------|------------------------------------------------------|-------------|-------------|-------------|
| 24-205-664-0020-00 | 2371.0 | LAKESHORE D | SAPPI PAPER PROD 2400 LAKESHORE DR MUSKEGON MI 49441 | \$1,785.00  | \$0.00      | \$1,785.00  |
| 24-205-664-0028-00 | 2392.0 | HARRISON AV | JOHNSON DANIEL A 2392 HARRISON AVE MUSKEGON MI 49441 | \$1,320.90  | \$0.00      | \$1,320.90  |
| 24-205-673-0001-00 | 2409.0 | CROZIER AVE | BARTELS LESTER 2255 SOUTHWOOD A MUSKEGON MI 49441    | \$1,331.61  | \$0.00      | \$1,331.61  |
| TOTALS             |        |             |                                                      | \$64,351.70 | \$2,436.34  | \$66,788.04 |

PLEASE NOTE: PARCELS SHOWING \$0.00 IN THE TOTAL COLUMN ARE EXEMPT

### BOARD OF ASSESSORS

CLIFF TURNER, DIRECTOR, COUNTY EQUALIZATION DATE 10/3/03

LARRY SPANARO CITY COMMISSIONER DATE 10-29-03

ROB SCHWEIFLER CITY COMMISSIONER DATE 11/6/03

OCTOBER 24, 2003

MUHAMMED AL-SHATEL, P.E.  
CITY ENGINEER  
CITY OF MUSKEGON  
933 TERRACE  
P.O. BOX 536  
MUSKEGON, MI 49443

RE: 2393 CROZIER

DEAR MUHAMMED:

I RECENTLY LEFT A MESSAGE FOR YOU TO CALL ME, NOT HEARING FROM YOU, WHICH SOMETIMES IS UNDERSTANDABLE, I DECIDED TO WRITE THIS LETTER A FAX TO YOU.

I RECEIVED A LETTER REGARDING THE ASSESSMENT AND I WOULD LIKE TO RESPOND TO IT.

THE WORK IN FRONT OF MY DRIVEWAY IS TOO LOW. BEFORE THE NEW CONSTRUCTION WE HAD AT THE END OF THE DRIVEWAY A BIG PUDDLE WHEN IT RAINED. NOW THAT WE HAVE A NEW ROAD IT IS BIGGER. THE WAY THE ROAD IS FORMED THERE SEEMS TO BE NO DRAINAGE OF THE WATER. IT DOES NOT GO DOWN TO THE DRAIN AS IT SHOULD. THIS IS NOT GOOD, AND THEREFORE, I DO NOT BELIEVE I SHOULD HAVE TO PAY \$1,331.61 FOR SOMETHING THAT IS NOW WORSE THAN IT WAS.

THE ROAD LOOK NICE, HOWEVER, IT HAS GREATER MORE WATER FOR THE DRIVEWAY AND I WOULD LIKE TO HAVE SOME KIND OF REDUCTION BECAUSE OF THE PROBLEM IT HAS CREATED.

PLEASE CALL ME AT YOUR CONVENIENCE. MY OFFICE NUMBER IS 231-726-3508, 9-5, MONDAY -FRIDAY.

I WILL NOT BE ABLE TO ATTEND THE MEETING AS I HAVE CHOIR PRACTICE WITH THE "COMMUNITY CONNECT CHOIR" FOR OUR PERFORMANCE AT THE FRAUENTHAL THEATER ON DECEMBER 6TH. JUST TO PUT IN A PLUG. MONEY WE RAISE GOES TO THE AREA SCHOOLS MUSIC DEPARTMENT.



I APPRECIATE YOU LOOKING INTO THIS FOR ME, A CALLING ME  
BACK TO RESOLVE THE PROBLEM.

SINCERELY,

LINDA JO BALKEMA  
2393 CROZIER  
MUSKEGON, MI 49441

Marcella Sharnowski  
2370 Harding Ave  
Menasha

In regard to the special  
assessment for Lincoln St  
project H1556. I am  
protesting the assessment  
do to low income.

According to letter I'm  
protesting in writing.  
Please inform how to  
obtain outside assistance.

RECEIVED  
CITY OF MENASHA  
Mr. Sharnowski

OCT 28 2003 755-1938

ENCLOSURE

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

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

Cemetery Department  
(231)724-6783  
FAX: (231)726-5617

City Manager  
(231)724-6724  
FAX: (231)722-1214

Civil Service  
(231)724-6716  
FAX: (231)724-4405

Clerk  
(231)724-6705  
FAX: (231)724-4178

Community and  
Neigh. Services  
(231)724-6717  
FAX: (231)726-2501

Computer Info.  
Systems  
(231)724-6744  
FAX: (231)722-4301

Engineering Dept.  
(231)724-6707  
FAX: (231)727-6904

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

Fire Dept.  
(231)724-6792  
FAX: (231)724-6985

Income Tax  
(231)724-6700  
FAX: (231)724-6768

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

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

Mayor's Office  
(231)724-6701  
FAX: (231)722-1214

Planning/Zoning  
(231)724-6702  
FAX: (231)724-6790

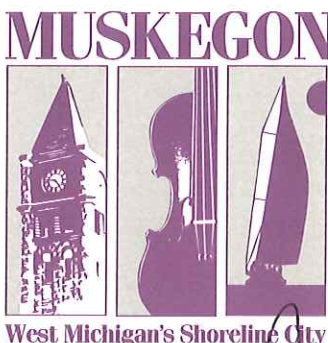
Police Department  
(231)724-6750  
FAX: (231)722-5140

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

Treasurer's Office  
(231)724-6720  
FAX: (231)724-6768

Water Billing Dept.  
(231)724-6718  
FAX: (231)724-6768

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



October 17th, 2003

ZIMMER JUDY  
2984 LAKESHORE  
MUSKEGON, MI 49441

work #  
7673757

10/28/03  
5:30pm

I am protesting  
my assessment  
Judy Zimmer

Property Parcel Number: 24-205-671-0001-00 at 2407.0 PHILO AVE

## **NOTICE OF HEARING TO CONFIRM SPECIAL ASSESSMENT ROLL**

Dear Property Owner:

The Muskegon City Commission has previously approved the project described below and will now consider final confirmation of the special assessment roll:

LINCOLN, SHERMAN TO LAKESHORE DR.

### **Public Hearings**

A public confirmation hearing will be held in the City of Muskegon Commission Chambers on Tuesday, OCTOBER 28TH, 2003 at 5:30 P.M. You are entitled to appear at this hearing, either in person, by agent or in writing to express your opinion, approval, or objection concerning the special assessment. Written appearances or objections must be made at or prior to the hearing.

YOU ARE HEREBY NOTIFIED THAT YOU HAVE THE RIGHT TO PROTEST YOUR ASSESSMENT EITHER IN WRITING OR IN PERSON AT THE HEARING. ALSO, IF THE SPECIAL ASSESSMENT IS CONFIRMED OCTOBER 28TH, 2003 YOU WILL HAVE THIRTY (30) DAYS FROM THE DATE OF THE CONFIRMATION TO FILE A WRITTEN APPEAL WITH THE MICHIGAN TAX TRIBUNAL(517-334-6521). HOWEVER, UNLESS YOU PROTEST AT THIS HEARING EITHER IN WRITING OR BY AGENT, OR IN WRITING BEFORE OR AT THE HEARING, YOUR RIGHT TO APPEAL TO THE MICHIGAN TAX TRIBUNAL WILL BE LOST.

### **Costs**

The final projected cost of the street improvement portion of the project is \$440,000.00 of which \$67,686.41 will be paid by special assessment. If the special assessment is confirmed, your property will be assessed \$1163.28 based on 65.17 feet assessable front footage at \$17.85 per assessable foot for the street improvements. In addition, you will be assessed \$0 for driveway approach and/or sidewalk improvements made to your property for a total special assessment cost of \$1163.28. Following are the terms of the special assessment:

**Assessment Period: Ten (10) Years**

**Interest Rate: 5% per year**

**First Installment: \$116.33 PER YEAR**

**Due Date: December 29th, 2003**

NO

**Date:** October 28, 2003  
**To:** Honorable Mayor and City Commissioners  
**From:** Engineering  
**RE:** Public Hearing  
Spreading of the Special Assessment Roll on:  
Sidewalk Replacement Program for 2003 (Area W-5)

---

**SUMMARY OF REQUEST:**

To hold a public hearing on the spreading of the special assessment roll for the **2003 Sidewalk Replacement Program** and to adopt the attached resolution confirming the special assessment Roll.

**FINANCIAL IMPACT:**

A total of ~~\$409,348.02~~ will be assessed against ~~414~~ parcels.

\$ 408,677.29

413

**BUDGET ACTION REQUIRED:**

None at this time.

**STAFF RECOMMENDATION:**

To approve the special assessment roll and adopt the attached resolution.

**COMMITTEE RECOMMENDATION:**

**CITY OF MUSKEGON**

**Resolution No. 2003-86(c)**

**Resolution Confirming Special Assessment Roll**

for **THE 2003 SIDEWALK REPLACEMENT PROGRAM (W-5).**

- **W-5 is bounded by Glade Street to the west; Washington Ave, Jefferson Street, and Strong Ave. to the north; Peck Street to the east; South to the City Limits**

Properties Assessed: See Exhibit A attached to this resolution.

**RECITALS:**

1. The City Commission determined to create a special assessment district covering the properties set forth in Exhibit A attached to this resolution on **January 14, 2003**, at the first hearing.
2. The City has reviewed the special assessment roll which purports to levy a special assessment in the said district, levying on each property a portion of the cost which has been determined to be appropriate, considering the improvements, the benefit to the assessed properties, and the policies of the City.
3. The City Commission has received final bids for the construction and/or installation of the improvements and determines it to be fair and reasonable.
4. The City Commission has heard all objections to the roll filed before or at the hearing.

**THEREFORE, BE IT RESOLVED:**

1. That the special assessment roll submitted by the Board of Assessors is hereby approved.
2. That the assessments levied may be made in installments as follows: annual installments over ten (10) years. Any assessment which is paid in installments shall carry interest at the rate of **5.00%** per annum to be paid in addition to the principal payments on the special assessment.

Continued...

3. The Clerk is directed to endorse the certificate of this confirmation resolution and the Mayor may endorse or attach his warrant bearing the date of this resolution which is the date of confirmation.

This resolution passed.

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

Nays: None

City of Muskegon

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

#### CERTIFICATE

This resolution was adopted at a meeting of the City Commission, held on **October 28, 2003**. The meeting was properly held and noticed pursuant to the Open Meetings Act of the State of Michigan, Act 267 of the Public Acts of 1976.

Further, I hereby certify that the special assessment roll referred to in this resolution was confirmed on this date, being **October 28, 2003**.

City of Muskegon

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

## EXHIBIT A

### **SIDEWALK REPLACEMENT PROGRAM FOR 2003**

#### **SPECIAL ASSESSMENT DISTRICT**

The location of the special assessment district and the properties proposed to be assessed are:

Those properties identified in the area listed below as having sidewalk deficiencies in which the owners have not completed the required improvements by **June 1, 2003**.

**All parcels within area W-5 which is bounded by Glade Street to the west, Washington Ave. , Jefferson Street, and Strong Ave. to north, Peck Street to the east and south to the City Limits.**

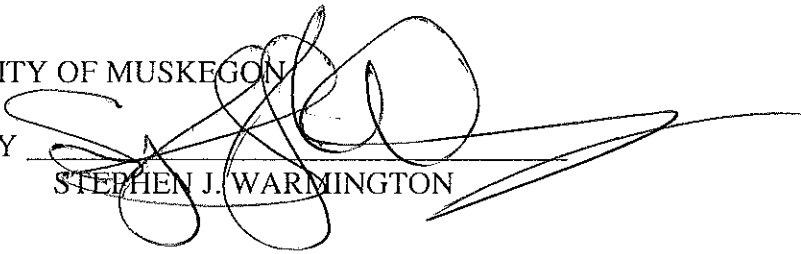
**THE 2003 SIDEWALK REPLACEMENT PROGRAM**  
(Area W-5)

**MAYOR'S ENDORSEMENT AND WARRANT**

I, STEPHEN J. WARMINGTON, MAYOR OF THE CITY OF MUSKEGON, HEREBY  
ENDORSE THE ABOVE CONFIRMATION RESOLUTION AND HEREBY WARRANT TO  
THE CITY TREASURER THIS DATE THAT HE SHALL PROCEED TO COLLECT THE  
ASSESSMENTS AT THE TIME AND IN THE MANNER SET FORTH ABOVE.

CITY OF MUSKEGON

BY

  
STEPHEN J. WARMINGTON

October 17,2003

OWNERS NAME  
OWNERS ADDRESS  
OWNERS CITY, OWNERS STATE OWNERS ZIPCODE 393

Property Parcel Number: 24-XXX-XXX-XXXX-XX at PROPERTY ADDRESS PROPERTY STREET  
NAME

**NOTICE OF HEARING TO CONFIRM SPECIAL ASSESSMENT ROLL**

Dear Property Owner:

The Muskegon City Commission has previously approved the project described below and will now consider final confirmation of the special assessment roll:

H-1557 Sidewalk Replacement Program for 2003

**Public Hearings**

A public confirmation hearing will be held in the City of Muskegon Commission Chambers on Tuesday, October 28th, 2003 at 5:30 P.M. You are entitled to appear at this hearing, either in person, by agent or in writing to express your opinion, approval, or objection concerning the special assessment. Written appearances or objections must be made at or prior to the hearing.

YOU ARE HEREBY NOTIFIED THAT YOU HAVE THE RIGHT TO PROTEST YOUR ASSESSMENT EITHER IN WRITING OR IN PERSON AT THE HEARING. ALSO, IF THE SPECIAL ASSESSMENT IS CONFIRMED ON OCTOBER 28th, 2003, YOU WILL HAVE THIRTY (30) DAYS FROM THE DATE OF THE CONFIRMATION TO FILE A WRITTEN APPEAL WITH THE MICHIGAN TAX TRIBUNAL (517-334-6521). HOWEVER, UNLESS YOU PROTEST AT THIS HEARING EITHER IN WRITING OR BY AGENT, OR IN WRITING BEFORE OR AT THE HEARING, YOUR RIGHT TO APPEAL TO THE MICHIGAN TAX TRIBUNAL WILL BE LOST.

**Costs**

The total cost of the project will be paid by special assessment to property owners. If the special assessment is confirmed, your property will be assessed \$3466.37 for the work performed. Following are the terms of the special assessment:

**Assessment Period: Ten (10) Years**  
**Interest Rate: 5.00%**  
**First installment \$346.64 per year**  
**Due Date: December 29<sup>th</sup>, 2003**

**CDBG Approved You Owe \$0.00**

The total assessment may be paid in full any time prior to the due date shown above without interest being charged. After this date, interest will be charged at the rate shown above on the outstanding balance. Assessments also may be paid over a ten year period in ten equal principal installments. If you pay your assessment in installments, your annual installment (including interest) will be included as a separate item on your property tax bill each year. Therefore, if you pay your property taxes through a mortgage escrow agent, you should notify them of this change. Early payments may be made at any time and are encouraged.

PLEASE NOTE THAT IF THE ASSESSMENT IS NOT CONFIRMED AT THE PUBLIC HEARING YOU WILL BE NOTIFIED. IF THE ASSESSMENT IS CONFIRMED, THIS LETTER WILL REPRESENT YOUR INITIAL BILLING IF YOU WISH TO PAY IN FULL PRIOR TO THE DUE DATE AND AVOID INTEREST COSTS. OTHERWISE, YOU WILL AUTOMATICALLY BE BILLED ON AN INSTALLMENT BASIS WITH THE FIRST INSTALLMENT SHOWN ON YOUR NEXT PROPERTY TAX BILL

If you have any specific questions about the work done please call the Engineering Department at 231- 724-6707 before the hearing date.

Please refer to the enclosed sheet entitled Special Assessment Payment Options for more information on the payment options and Application for Waiver of Special Assesment for financial assistance .

Sincerely,

A handwritten signature in cursive script, appearing to read 'Mohammed Al-Shatel'.

Mohammed Al-Shatel, P.E.  
City Engineer

Enclosures

**TOTAL FOR THIS PARCEL \$3466.37**

# Special Assessment Payment Options

Property owners in the City of Muskegon who are being specially assessed for street, sidewalk or other public improvements may pay their assessment in the following ways:

## **I. Lump Sum Payment in Full**

Assessments may be paid in full within sixty (60) days of the confirmation of the special assessment roll *without interest*.

## **II. Installment Payments**

Assessments not paid within the first sixty (60) days may be paid in installments over several years as follows:

**Street and Alley Assessments** – Ten (10) years equal annual principal payments. For example, if the amount of your assessment is \$850.00, you will be billed \$85.00 per year plus applicable interest as described below.

**Driveway, Sidewalk, and Approach Assessments** - Ten (10) years equal annual principal payments plus applicable interest as described below.

**Interest** – Simple interest is charged at the rate of 5.00% per year *unless* the City has borrowed money to complete the project for which you are assessed and has pledged you assessments for repayment of the borrowed money. In such cases, the interest you are charged is equal to the interest rate the City must pay on the borrowed money plus 1.00%.

## **III. Special Assessment Deferral (Low Income Seniors and Disabled Persons)**

To qualify for a special assessment deferral you or your spouse (if jointly owned) must:

- Be 65 years or older or be totally or permanently disabled.
- Have been a Michigan resident for five (5) years or more and have owned and occupied the homestead being assessed for five (5) years or more.
- Be a citizen of the U.S.
- Have a total household income not in excess of \$16,823.00
- Have a special assessment of \$300.00 or more.

Under this program the State of Michigan will pay the entire balance owing of the special assessment, including delinquent, current, and further installments. At the time of payment a lien will be recorded on your property in favor of the State of Michigan. Repayment to the State must be made at the time the property is sold or transferred or after the death of the owner(s). During the time the special assessment is deferred interest is accrued at the rate of 6.00% per year.

## **IV. Further Information About the Above Programs**

Further information about any of the above payment options may be obtained by calling either the **City Assessor's Office at 724-6708** or the **City Treasurer's Office at 724-6720**. Applications may be obtained at the Muskegon County Equalization Office in the Muskegon County building or City of Muskegon Assessor's Office in City Hall.

## **V. Additional Special Assessment Payment Assistance**

Qualified low and moderate income homeowners who are being assessed may be eligible for payment assistance through the City of Muskegon Community Development Block Grant (CDBG) Program. Assistance from this program will be available to the extent that funds are available. To obtain further information and determine whether you are eligible, contact the **Community and Neighborhood Services Department at 724-6717**.

**CITY OF MUSKEGON – NELSON NEIGHBORHOOD  
SIDEWALK ASSESSMENT PROGRAM FOR 2003  
CDBG APPLICATION FOR WAIVER OF SPECIAL ASSESSMENT**

**HOUSEHOLD INFORMATION**

Name: \_\_\_\_\_ Birthdate: \_\_\_\_\_ Social Security # \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_  
 Spouse: \_\_\_\_\_ Birthdate: \_\_\_\_\_ Social Security # \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_  
 Address: \_\_\_\_\_ Phone: \_\_\_\_\_ Race: \_\_\_\_\_  
 Parcel # \_\_\_\_\_ Owner/Spouse Legally Handicapped Or Disabled? ( ) Yes ( ) No  
 (Please refer to your assessment letter for this information)  
 Number Living in Household: \_\_\_\_\_ List information for household members besides owner/spouse here.  
 Name \_\_\_\_\_ Birthdate \_\_\_\_\_ Social Security # \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_  
 Name \_\_\_\_\_ Birthdate \_\_\_\_\_ Social Security # \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_  
 Name \_\_\_\_\_ Birthdate \_\_\_\_\_ Social Security # \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_  
 Name \_\_\_\_\_ Birthdate \_\_\_\_\_ Social Security # \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_

**INCOME INFORMATION**

**ANNUAL Household Income:** \$ \_\_\_\_\_ **Wage earner:** \_\_\_\_\_  
 (Must include all household income) \_\_\_\_\_ **Wage earner:** \_\_\_\_\_  
 \_\_\_\_\_ **Wage earner:** \_\_\_\_\_  
 \_\_\_\_\_ **Wage earner:** \_\_\_\_\_  
 \_\_\_\_\_ **Wage earner:** \_\_\_\_\_  
 Total: \$ \_\_\_\_\_

**PROPERTY INFORMATION**

**Proof Of Ownership:** ( ) Deed ( ) Mortgage ( ) Land Contract  
**Homeowner's Insurance Co:** \_\_\_\_\_ **Expiration Date:** \_\_\_\_\_  
**Property Taxes:** ( ) Current ( ) Delinquent Year(s) Due \_\_\_\_\_  
 (Property taxes must be current to qualify and will be verified by CDBG staff)

**OWNER'S SIGNATURE**

**Owner's Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_  
 By signing this application, the applicant verifies he/she **owns and occupies** the dwelling. The Applicant/Owner certifies that all information in this application, and all information furnished in support of this application, is true and complete to the best of the Applicant/Owner's knowledge and belief. The property owner's signature will be required prior to the application being processed.

**FOR OFFICE USE ONLY**

APPROVED ( ) DENIED ( ) DATE \_\_\_\_\_ CENSUS TRACT NO. \_\_\_\_\_  
 SIGNATURE \_\_\_\_\_ TITLE \_\_\_\_\_  
 COMMENTS/REMARKS \_\_\_\_\_

**\*\*ATTENTION APPLICANT\*\***

Please see reverse side for instructions on providing proof of income, ownership, and property insurance.

**CITY OF MUSKEGON – NELSON NEIGHBORHOOD – H-1537**  
**SIDEWALK REPLACEMENT PROGRAM**  
**REQUEST FOR WAIVER OF SPECIAL ASSESSMENT**

***Note: You may receive this application several times – If you have already applied, please discard.***

**Dear Resident:**

The City of Muskegon has selected your neighborhood and your property for its comprehensive sidewalk replacement program. City ordinances require that property owners be responsible for the repair/replacement of damaged or unsafe sidewalks adjoining their properties. To assist homeowners, who may have difficulty paying the cost of sidewalk repairs, the City offers assessment waivers through the Community Development Block Grant (CDBG) Program for eligible households and families. If you meet the CDBG program qualifications, the City may pay the sidewalk assessment for you **to the extent that funds are available.**

**Application Requirements:**

- ✓ **Applicants must submit proof that their total household income does not exceed 65% of Area Median Income** (see chart below); Proof of income may include copies of Wage & Tax Statement (W-2's) from the year 2002, pension or other benefit checks, bank statements for direct deposits or agency statements for all household income.

| 2002                              |              |
|-----------------------------------|--------------|
| 65% MEDIAN HOUSEHOLD INCOME CHART |              |
| FAMILY SIZE                       | INCOME LIMIT |
| 1                                 | \$27,885     |
| 2                                 | 31,850       |
| 3                                 | 35,880       |
| 4                                 | 39,845       |
| 5                                 | 43,030       |
| 6                                 | 46,215       |
| 7                                 | 49,400       |
| 8                                 | 52,585       |
| For each extra, add               | 3,185        |

- ✓ **Applicants must submit proof that they both own and occupy property at the time of application;** Land Contract purchasers must obtain approval of titleholder prior to receiving assistance. Proof of ownership should be a deed, mortgage, or land contract; proof of occupancy can be a copy of a driver's license or other official document showing both your name and address.
- ✓ **Applicants must submit proof of current property insurance.**

**Please complete the first four (4) sections of the application on the reverse side of this notice, and return it, along with supporting documentation, to:**

**City of Muskegon**  
**Community & Neighborhood Services**  
**933 Terrace Street, 2nd Floor**  
**Muskegon, MI 49440**

**For further information,** please contact this office by calling 724-6717, weekdays from 8:30 a.m. and 5:00 p.m.

*The City reserves the right to verify all application information, and to reject any applications that contain falsified information or insufficient documentation. Sidewalk repairs must be completed by the City of Muskegon. Costs incurred from repairs done by a private contractor or by doing them yourself, will not be reimbursed.*

**CITY OF MUSKEGON  
NOTICE OF PUBLIC HEARINGS  
CONFIRMATION OF SPECIAL ASSESSMENT ROLLS**

**SPECIAL ASSESSMENT DISTRICTS:**

**CRESTON, EVANSTON TO APPLE  
LINCOLN ST. SHERMAN TO LAKESHORE DR  
AND  
SIDEWALK REPLACEMENT PROGRAM FOR 2003**

The location of the special assessment districts and the properties proposed to be assessed are:

- All parcels abutting Creston St. from Evanston Ave. to McLaughlin Ave. & all parcels abutting the west side of Creston St. from McLaughlin Ave. to Apple Ave.
- All parcels abutting Lincoln St. from Sherman Blvd. to Lakeshore Dr.
- **AREA W5; bounded by Glade Street to the west; Washington Ave, Jefferson Street, and Strong Ave. to the north; Peck Street to the east; South to the City Limits**

PLEASE TAKE NOTICE that a hearing to confirm the special assessment rolls will be held at the City of Muskegon Commission Chambers on **October 28, 2003 at 5:30 p.m.**

At the time set for the hearing the City Commission will examine and determine whether to approve the special assessment rolls that have been prepared and submitted for the purpose of said hearing and for examination by those persons to be assessed. The special assessment rolls are on file and may be examined during regular business hours at the City Engineer's office between 8:00 a.m. and 5:00 p.m. on weekdays, except holidays.

YOU ARE HEREBY NOTIFIED THAT YOU HAVE A RIGHT TO PROTEST YOUR ASSESSMENT EITHER IN WRITING OR IN PERSON AT THE HEARING. IF THE SPECIAL ASSESSMENT ROLL IS CONFIRMED, YOU WILL HAVE THIRTY (30) DAYS FROM THE DATE OF CONFIRMATION OF THE ROLL TO FILE A WRITTEN APPEAL WITH THE MICHIGAN STATE TAX TRIBUNAL. HOWEVER, UNLESS YOU PROTEST AT THIS HEARING OR DID SO AT THE PREVIOUS HEARING ON THIS SPECIAL ASSESSMENT DISTRICT EITHER IN PERSON OR BY AGENT, OR IN WRITING BEFORE OR AT THE HEARING, YOUR RIGHT TO APPEAL TO THE MICHIGAN TAX TRIBUNAL WILL BE LOST.

You are further notified that at the first hearings the City Commission determined that the special assessment districts should be created, the improvements made, and the assessments levied. The purpose of these hearings is to hear objections to the assessment rolls and to approve, reject, or correct the said rolls.

\_\_\_\_\_  
Gail A. Kunding, City Clerk

Publish: **OCTOBER 18, 2003**

**ADA POLICY**

The City will provide necessary appropriate auxiliary aids and services, for example, signers for the hearing impaired, audiotapes for the visually impaired, etc., for disabled persons who want to attend the meeting, upon twenty-four hours notice to the City. Contact:

Gail A. Kunding, City Clerk  
933 Terrace Street, Muskegon, MI 49440  
(231) 724-6705 of TDD (231) 724-6773

RECEIVED  
CITY OF MUSKEGON

JAN 27 2003

CITY OF MUSKEGON

Resolution No. 2003 - 04 a)

ENGINEERING DEPT.

Resolution At First Hearing Creating Special Assessment District  
For The 2003 Sidewalk Replacement Program (W5)

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

RECITALS:

- A hearing has been held on **January 14, 2003** at 5:30 o'clock p.m. at the City Commission Chambers. Notice was given by mail and publication as required by law.
2. That estimates of costs of the project, a feasibility report and valuation and benefit information are on file with the City and have been reviewed for this hearing.
  3. At the hearing held **January 14, 2003**, there were .76 % objections by the owners of the properties in the district registered at the hearing either in writing received before or at the hearing or by owners or agents present at the hearing, and the Commission has considered the advisability of proceeding with the project.

FINDINGS:

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

THEREFORE, BE IT RESOLVED:

1. The City Commission hereby declares a special assessment district to include the properties set forth in Exhibit A attached to this resolution.

2. The City Commission determines to proceed with the improvements as set forth in the engineer's survey, inspection, recommendation and estimates of costs, and directs the City Engineer to proceed with project design, preparation of specifications and the bidding process. If appropriate and if bonds are to be sold for the purposes of financing the improvements, the Finance Department shall prepare plans for financing including submission of application to the Michigan Department of Treasury and the beginning of bond proceedings.
3. The City Commission hereby appoints a Board of Assessors consisting of City Commissioners Spataro and Mayor Warmington and the City Assessor who are hereby directed to prepare an assessment roll. Assessments shall be made upon actual work performed.
4. Based on the City's Special Assessment policy and preliminary estimates it is expected that approximately 100% of the cost of the improvement will be paid by special assessments.
5. Upon submission of the special assessment roll, the City staff is hereby directed to notify all owners and persons interested in properties to be assessed of the hearing at which the City Commission will consider confirmation of the special assessment roll.

This resolution adopted.

Ayes, Commissioners Gawron, Larson, Schweifler, Shepherd, Warmington, Buie

Nays, None

Excused, Spataro

CITY OF MUSKEGON

By Gail A. Kundinger  
Gail A. Kundinger, Clerk

#### ACKNOWLEDGMENT

This resolution was adopted at a meeting of the City Commission, held on **January 14, 2003**. The meeting was properly held and noticed pursuant to the Open Meetings Act of the State of Michigan, Act 267 of the Public Acts of 1976.

CITY OF MUSKEGON

By Gail A. Kundinger  
Gail A. Kundinger, Clerk

## EXHIBIT A

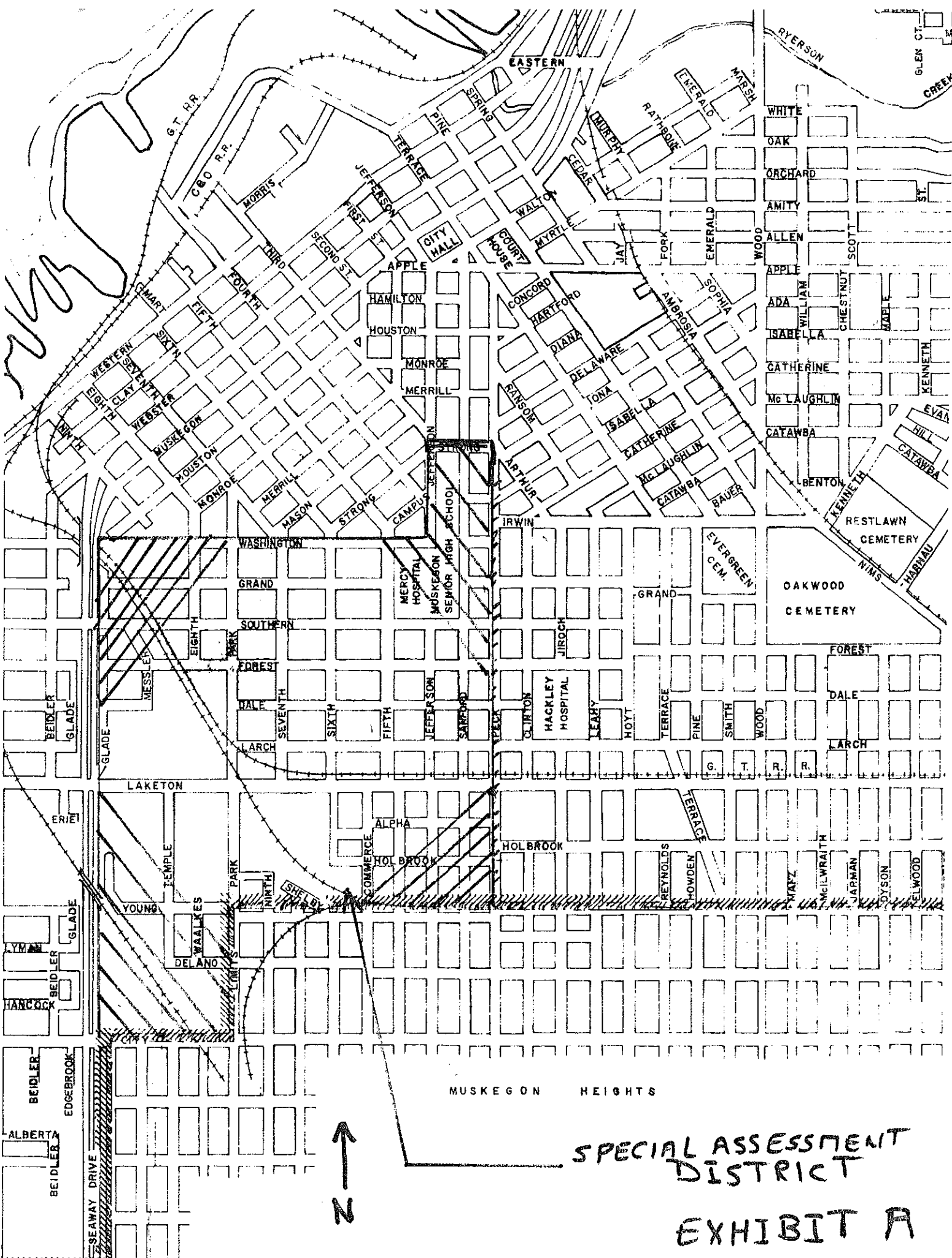
### **SIDEWALK REPLACEMENT PROGRAM FOR 2003**

#### **SPECIAL ASSESSMENT DISTRICT**

The location of the special assessment district and the properties proposed to be assessed are:

Those properties identified in the area listed below as having sidewalk deficiencies in which the owners have not completed the required improvements by **June 1, 2003**.

**All parcels within area W-5 which is bounded by Glade Street to the west, Washington Ave. , Jefferson Street, and Strong Ave. to north, Peck Street to the east and south to the City Limits.**



SPECIAL ASSESSMENT  
DISTRICT  
EXHIBIT A

*Mail*

H-1557  
SIDEWALK 2003 RESIDENTIAL  
SPECIAL ASSESSMENT ROLL

HEARING DATE OCTOBER 28, 2003

| PARCEL             | @    | OWNER       | MAILING ADDRESS                    | TOTAL               |            |
|--------------------|------|-------------|------------------------------------|---------------------|------------|
| 24-131-100-0005-00 | 491  | LAKETON AVE | ST MARYS CEMETER PO BOX 4905       | MUSKEGON H MI 49444 | \$1,003.73 |
| 24-205-394-0005-00 | 1316 | SANFORD ST  | CELESTIN MANUEL 5752 DAVIS RD      | MUSKEGON MI 49441   | \$113.75   |
| 24-205-394-0006-00 | 1336 | SANFORD ST  | MUSKEGON CIVIC T 425 W WESTERN AVE | MUSKEGON MI 49440   | \$113.75   |
| 24-205-394-0008-00 | 1356 | SANFORD ST  | MUSKEGON CIVIC T 425 W WESTERN AVE | MUSKEGON MI 49440   | \$2,477.05 |
| 24-205-401-0001-00 | 1366 | SANFORD ST  | HARRIS SALLY MAE 1366 SANFORD ST   | MUSKEGON MI 49441   | \$3,466.37 |
| 24-205-401-0001-10 | 1370 | SANFORD ST  | REDDER MARSHALL 3960 30 ST SW      | GRANDVILLE MI 49418 | \$244.56   |
| 24-205-401-0001-20 | 27   | ISABELLA AV | ROSS DALE J 27 W ISABELLA AVE      | MUSKEGON MI 49441   | \$824.69   |
| 24-205-401-0002-00 | 1380 | SANFORD ST  | SINGLETON JAMES L 3925 E APPLE AVE | MUSKEGON MI 49442   | \$238.88   |
| 24-205-401-0006-10 | 1418 | SANFORD ST  | ALGER JERALD A/LY 288 S THIRD AVE  | FRUITPORT MI 49415  | \$1,822.83 |
| 24-205-401-0007-00 | 1415 | PECK ST     | JEND WALTER A 1415 PECK STREET     | MUSKEGON MI 49441   | \$558.51   |
| 24-205-402-0011-00 | 1443 | PECK ST     | ENGLE REALTY PO BOX 503            | MUSKEGON MI 49443   | \$352.63   |
| 24-205-402-0012-00 | 1435 | PECK ST     | DEYOUNG ROGER 2101 RIDGEWAY DR     | MUSKEGON MI 49441   | \$1,109.06 |
| 24-205-405-0001-20 | 189  | WASHINGTON  | ROSE PETER D 189 WASHINGTON AV     | MUSKEGON MI 49441   | \$371.28   |
| 24-205-405-0002-00 | 1451 | 5TH ST      | SMITH THOMAS 1451 5TH ST           | MUSKEGON MI 49441   | \$290.06   |
| 24-205-405-0004-00 | 1465 | 5TH ST      | FOX PRISCILLA 1465 5TH ST          | MUSKEGON MI 49441   | \$113.75   |
| 24-205-405-0006-00 | 1479 | 5TH ST      | RICHMOND LOTTIE C 1479 5TH ST      | MUSKEGON MI 49441   | \$279.83   |
| 24-205-405-0007-00 | 216  | GRAND AVE   | ROWELL RACHELLE PO BOX 3           | MUSKEGON MI 49443-0 | \$204.75   |
| 24-205-405-0008-00 | 224  | GRAND AVE   | VOS WILLIAM F 224 W GRAND AVE      | MUSKEGON MI 49441   | \$420.88   |

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| PARCEL             | @    | OWNER      | MAILING ADDRESS                     | TOTAL                           |
|--------------------|------|------------|-------------------------------------|---------------------------------|
| 24-205-405-0011-10 | 250  | GRAND AVE  | TRAINOR LEEANDRE 1118 W ALLEGAN     | LANSING MI 48906 \$813.31       |
| 24-205-405-0012-00 | 1472 | 6TH ST     | DOSS LEON 1472 6TH ST               | MUSKEGON MI 54944 \$905.25      |
| 24-205-405-0013-00 | 1464 | 6TH ST     | DOCKERY DEMETRI 1464 6TH ST         | MUSKEGON MI 49441 \$455.00      |
| 24-205-405-0014-00 | 1458 | 6TH ST     | HERRERMA DANIEL 455 BUCKSHOT DR     | GRANDVILLE MI 49418 \$906.59    |
| 24-205-405-0015-00 | 1450 | 6TH ST     | AHLREN HENRIKCH 1832 CHERRY ST      | MUSKEGON MI 49441 \$1,855.62    |
| 24-205-405-0016-00 | 1440 | 6TH ST     | CRANER WILLIAM A 329 MARY CT        | HESPERIA MI 49421 \$3,077.56    |
| 24-205-405-0017-00 | 1432 | 6TH ST     | CITY OF MUSKEGON 933 TERRACE ST     | MUSKEGON MI 49443 \$3,240.74    |
| 24-205-405-0018-00 | 249  | WASHINGTON | MAY PROPERTY MA 3947 NORTON HILLS   | MUSKEGON MI 49441 \$819.00      |
| 24-205-405-0019-00 | 237  | WASHINGTON | SINGLETON JAMES L 3925 APPLE AVE    | MUSKEGON MI 49442 \$546.00      |
| 24-205-405-0020-00 | 229  | WASHINGTON | SINGLETON JAMES L 3925 E APPLE AVE  | MUSKEGON MI 49442 \$1,069.25    |
| 24-205-405-0021-00 | 221  | WASHINGTON | BULLOCK DANSHAR 973 N OPFERLENTZ    | GENOA OH 43430 \$1,069.25       |
| 24-205-406-0001-00 | 291  | WASHINGTON | HOLDEN WILLIEVER 580 E DELANO AVE   | MUSKEGON H MI 49444 \$2,276.50  |
| 24-205-406-0003-00 | 297  | WASHINGTON | BROWN EVELYN J 297 WASHINGTON AV    | MUSKEGON MI 49441 \$455.00      |
| 24-205-406-0004-00 | 305  | WASHINGTON | TORRES MARIA 305 WASHINGTON AV      | MUSKEGON MI 49441 \$728.00      |
| 24-205-406-0006-00 | 321  | WASHINGTON | BULTHOUSE LUCILL 3675 NORTON HILLS  | MUSKEGON MI 49441 \$568.75      |
| 24-205-406-0007-00 | 329  | WASHINGTON | AYLES SALLY MARIE 329 WASHINGTON AV | MUSKEGON MI 49441 \$580.13      |
| 24-205-406-0008-00 | 341  | WASHINGTON | NIELSEN ROGER 420 CARMEN DR         | SPRING LAKE MI 49456 \$1,035.13 |
| 24-205-406-0010-00 | 1440 | 7TH ST     | AMRESKO RESIDEN 1675 PALM BEACH LA  | WEST PALM B FL 33401 \$994.18   |

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| PARCEL             | @    | OWNER      | MAILING ADDRESS   |                 |                     | TOTAL      |
|--------------------|------|------------|-------------------|-----------------|---------------------|------------|
| 24-205-406-0012-00 | 1464 | 7TH ST     | JACKSON MABEL     | 1464 7TH ST     | MUSKEGON MI 49441   | \$637.00   |
| 24-205-406-0013-00 | 1472 | 7TH ST     | CITY OF MUSKEGON  | 933 TERRACE ST  | MUSKEGON MI 49443-0 | \$830.38   |
| 24-205-406-0014-00 | 1480 | 7TH ST     | CITY OF MUSKEGON  | 933 TERRACE ST  | MUSKEGON MI 49443   | \$1,046.50 |
| 24-205-406-0015-00 | 342  | GRAND AVE  | MOORE INVESTMEN   | P O BOX 5377    | N MUSKEGON MI 49445 | \$341.25   |
| 24-205-406-0018-00 | 314  | GRAND AVE  | MASARWEH TONY     | 4687 LAMBERT DR | SANTA ROSA CA 95403 | \$1,012.38 |
| 24-205-406-0020-00 | 296  | GRAND AVE  | COTTON SHEILA     | 296 W GRAND     | MUSKEGON MI 49441   | \$113.75   |
| 24-205-406-0021-00 | 284  | GRAND AVE  | BLUME SHAWN C/AN  | 284 W GRAND AVE | MUSKEGON MI 49441   | \$2,151.01 |
| 24-205-407-0001-00 | 1442 | PARK ST    | CARR VERONICA     | 1442 PARK ST    | MUSKEGON MI 49441   | \$1,996.69 |
| 24-205-407-0001-10 | 409  | WASHINGTON | ELLIS ROBERT L    | 4102 N NORWAY   | KENTWOOD MI 49546   | \$1,616.34 |
| 24-205-407-0001-20 | 403  | WASHINGTON | COLLINS MARCUS/B  | 382 AMITY AVE   | MUSKEGON MI 49442   | \$602.88   |
| 24-205-407-0003-00 | 1450 | PARK ST    | CARLSON ROBERT/S  | 1336 BROOKWOOD  | MUSKEGON MI 49441-1 | \$443.63   |
| 24-205-407-0004-00 | 1456 | PARK ST    | GAMBLE HENRY/PHI  | 1456 PARK ST    | MUSKEGON MI 49441   | \$1,134.09 |
| 24-205-407-0005-00 | 1464 | PARK ST    | GROENDAL DEAN/DI  | 1464 PARK ST    | MUSKEGON MI 49441   | \$1,134.09 |
| 24-205-407-0006-00 | 1472 | PARK ST    | MUSKEGON COUNT    | 1330 5TH ST     | MUSKEGON MI 49441   | \$1,134.09 |
| 24-205-407-0007-00 | 1478 | PARK ST    | LANG TALENA       | 1478 PARK ST    | MUSKEGON MI 49441   | \$3,229.18 |
| 24-205-407-0007-10 | 404  | GRAND AVE  | CITY OF MUSKEGON  | 933 TERRACE     | MUSKEGON MI 49440   | \$1,769.77 |
| 24-205-407-0008-00 | 392  | GRAND AVE  | FIFE CHRISTINE M  | 392 W GRAND AVE | MUSKEGON MI 49441   | \$182.00   |
| 24-205-407-0009-00 | 1471 | 7TH ST     | HOLLAND WILLIAM J | 1471 7TH ST     | MUSKEGON MI 49441   | \$1,429.41 |

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| PARCEL             | @    | OWNER       | MAILING ADDRESS                                       | TOTAL      |
|--------------------|------|-------------|-------------------------------------------------------|------------|
| 24-205-407-0011-10 | 1457 | 7TH ST      | MELTON ANTHONY 1103 W SOUTHERN A MUSKEGON MI 49441-2  | \$227.50   |
| 24-205-407-0012-00 | 1447 | 7TH ST      | BOONE DANIEL L 1447 7TH ST MUSKEGON MI 49441          | \$113.75   |
| 24-205-407-0014-00 | 1433 | 7TH ST      | OLIVER VERA D 295 W SUMMIT AVE MUSKEGON MI 49444      | \$2,733.17 |
| 24-205-408-0001-00 | 1435 | PARK ST     | DEUTSCHE BANK NA P O BOX 1093 NORTH RIDGE CA 91328    | \$1,729.00 |
| 24-205-408-0001-10 | 1445 | PARK ST     | JIMENEZ DANIEL VA 1445 PARK ST MUSKEGON MI 49441      | \$935.03   |
| 24-205-408-0001-20 | 1451 | PARK ST     | WELLS FARGO BANK 3 ADA IRVINE CA 92618-2              | \$341.25   |
| 24-205-408-0004-00 | 473  | WASHINGTON  | PATINO CHARLES A 450 WEST ST MUSKEGON MI 49442        | \$506.19   |
| 24-205-408-0007-00 | 1468 | 8TH ST      | LEROUX EUGENE 3558 MOHAWK DR MUSKEGON MI 49441        | \$1,183.00 |
| 24-205-408-0008-00 | 472  | GRAND AVE   | FLANERY MICHAEL D 472 W GRAND AVE MUSKEGON MI 49441   | \$3,799.25 |
| 24-205-408-0009-00 | 464  | GRAND AVE   | CHMELIK TODD 15713 RONNY GRAND HAVEN MI 49417         | \$864.50   |
| 24-205-408-0010-00 | 458  | GRAND AVE   | J & M PROPERTY INV 2179 W LAKE RD TWIN LAKE MI 49457  | \$796.25   |
| 24-205-408-0011-00 | 454  | GRAND AVE   | COLLINS HOWARD J 601 W MUSKEGON A MUSKEGON MI 49441   | \$267.31   |
| 24-205-408-0011-10 | 450  | GRAND AVE   | COLLINS HOWARD J 601 W MUSKEGON A MUSKEGON MI 49441   | \$796.25   |
| 24-205-408-0012-00 | 1469 | PARK ST     | JP MORGAN CHASE 338 S WARMINSTER HATBORO PA 19040     | \$1,969.58 |
| 24-205-408-0012-10 | 1479 | PARK ST     | JP MORGAN CHASE 338 S WARMINSTER R HATBORO PA 19040   | \$2,343.25 |
| 24-205-408-0013-00 | 1461 | PARK ST     | GALE DIANNA L 1461 PARK ST MUSKEGON MI 49441          | \$773.50   |
| 24-205-415-0001-00 | 590  | SOUTHERN AV | LORENZ ELDON L TR 600 W SOUTHERN AV MUSKEGON MI 49441 | \$1,791.56 |
| 24-205-416-0002-00 | 1513 | 8TH ST      | GARCIA SAMUEL JR 1513 8TH ST MUSKEGON MI 49441        | \$1,167.08 |

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| PARCEL             | @    | OWNER       | MAILING ADDRESS   |                   | TOTAL                |            |
|--------------------|------|-------------|-------------------|-------------------|----------------------|------------|
| 24-205-416-0003-00 | 523  | GRAND AVE   | REDDER MARSHALL   | 3960 30TH ST SW   | GRANDVILLE MI 49418  | \$574.44   |
| 24-205-416-0005-00 | 541  | GRAND AVE   | VANFAROWE BRIAN   | 517 LIVINGSTON NE | GRAND RAPID MI 49503 | \$1,309.59 |
| 24-205-416-0006-00 | 549  | GRAND AVE   | BYRNES RUTH/ET AL | 549 W GRAND AVE   | MUSKEGON MI 49441    | \$506.19   |
| 24-205-416-0007-00 | 559  | GRAND AVE   | PATTERSON EVA     | 559 W GRAND AVE   | MUSKEGON MI 49441    | \$1,424.15 |
| 24-205-417-0001-00 | 457  | GRAND AVE   | SOUTH MICHAEL     | 453 W GRAND AVE   | MUSKEGON MI 49441    | \$364.00   |
| 24-205-417-0001-10 | 453  | GRAND AVE   | SOUTH MICHAEL A   | 453 W GRAND AVE   | MUSKEGON MI 49441    | \$1,333.91 |
| 24-205-417-0001-20 | 1499 | PARK ST     | COURTER BRADLEY   | 1499 PARK ST      | MUSKEGON MI 49441    | \$170.63   |
| 24-205-417-0004-00 | 1519 | PARK ST     | TRAN KATHEY       | 1519 PARK ST      | MUSKEGON MI 49441    | \$733.69   |
| 24-205-417-0005-00 | 1529 | PARK ST     | WEAVER EDITH/YAN  | 1529 PARK ST      | MUSKEGON MI 49441    | \$944.13   |
| 24-205-417-0008-00 | 458  | SOUTHERN AV | WHEELER ABRAHAM   | 412 W SOUTHERN AV | MUSKEGON MI 49441    | \$959.43   |
| 24-205-417-0009-00 | 466  | SOUTHERN AV | WHEELER ABRAHAM   | 412 W SOUTHERN AV | MUSKEGON MI 49441    | \$777.21   |
| 24-205-417-0010-00 | 488  | SOUTHERN AV | BEASLEY LOLA      | 428 CATAWBA AVE   | MUSKEGON MI 49442    | \$2,198.55 |
| 24-205-417-0011-00 | 1534 | 8TH ST      | FLOOD JAMES E     | 2109 N GREEN CREE | MUSKEGON MI 49445    | \$1,137.50 |
| 24-205-417-0012-00 | 1530 | 8TH ST      | WILLIAMS TYRONE/F | 1530 8TH ST       | MUSKEGON MI 49441    | \$1,137.50 |
| 24-205-417-0013-00 | 1522 | 8TH ST      | MACK ULONDA       | 1522 8TH ST       | MUSKEGON MI 49441    | \$528.94   |
| 24-205-417-0015-00 | 1506 | 8TH ST      | SINGLETON JAMES L | 3925 E APPLE AVE  | MUSKEGON MI 49442    | \$665.44   |
| 24-205-418-0001-00 | 1500 | PARK ST     | HAVERMANS THEOD   | 1167 PECK ST      | MUSKEGON MI 49441    | \$1,035.13 |
| 24-205-418-0001-10 | 403  | GRAND AVE   | HARRINGTON MARVI  | 253 AMITY AVE     | MUSKEGON MI 49442-3  | \$790.56   |

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|--------------------|------|-------------|----------------------------------------------------------|------------|
| 24-205-418-0004-00 | 1522 | PARK ST     | CRITCHETT PAMELA 1164 WILLSHIRE DR MUSKEGON MI 49445     | \$2,017.27 |
| 24-205-418-0008-00 | 394  | SOUTHERN AV | NORWOOD KERRY L 2152 HUNTERS PARK ST CLAIR MI 48079      | \$756.44   |
| 24-205-418-0008-30 | 374  | SOUTHERN AV | VAZQUEZ CARLOS 15136 OAKLAND SPRING LAKE MI 49456        | \$1,860.95 |
| 24-205-418-0011-00 | 1521 | 7TH ST      | CALDWELL RICHARD 1521 7TH ST MUSKEGON MI 49441           | \$1,134.09 |
| 24-205-418-0012-00 | 1515 | 7TH ST      | SPENCER BESSIE 1515 7TH ST MUSKEGON MI 49442             | \$1,994.90 |
| 24-205-418-0013-00 | 387  | GRAND AVE   | BOONE DELORES 217 N MANN SAPULPA OK 74066                | \$1,158.89 |
| 24-205-418-0013-10 | 381  | GRAND AVE   | REAGAN DAVID P 381 W GRAND AVE MUSKEGON MI 49441         | \$255.94   |
| 24-205-418-0013-40 | 1505 | 7TH ST      | KILGORE ALVIN C 1505 7TH ST MUSKEGON MI 49441            | \$1,334.88 |
| 24-205-419-0001-00 | 355  | GRAND AVE   | ALLEN LESLYE A 16885 W SPRING LAK SPRING LAKE MI 49456   | \$1,614.11 |
| 24-205-419-0001-10 | 345  | GRAND AVE   | ALLEN LESLYE A 16885 W SPRING LAK SPRING LAKE MI 49456   | \$378.79   |
| 24-205-419-0003-00 | 1514 | 7TH ST      | ROBERTS RICH/BRE 1514 7TH ST MUSKEGON MI 49441           | \$801.94   |
| 24-205-419-0004-00 | 1522 | 7TH ST      | MAYNARD CHARLES/ 1522 7TH ST MUSKEGON MI 49441           | \$1,134.09 |
| 24-205-419-0008-00 | 328  | SOUTHERN AV | BIGLER MARVIN F LI 918 BARAGA ST NE GRAND RAPID MI 49503 | \$455.00   |
| 24-205-419-0009-00 | 322  | SOUTHERN AV | CREWS JACQUELINE 3528 MOHAWK DR MUSKEGON MI 49441-4      | \$307.13   |
| 24-205-419-0010-00 | 314  | SOUTHERN AV | WIGGERS ANTOINET 314 SOUTHERN AVE MUSKEGON MI 49441      | \$500.50   |
| 24-205-419-0013-00 | 1535 | 6TH ST      | WASHINGTON MUTU 11200 W PARKLAND MILWAUKEE WI 53224      | \$381.06   |
| 24-205-419-0014-00 | 1527 | 6TH ST      | S A F ENTERPRISES 670 GLENWOOD AVE N MUSKEGON MI 49445   | \$273.00   |
| 24-205-419-0015-00 | 1521 | 6TH ST      | S A F ENTERPRISES 670 GLENWOOD AVE MUSKEGON MI 49445     | \$1,160.11 |

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|--------------------|------|-------------|------------------------------------|--------------------------------|
| 24-205-419-0016-00 | 1513 | 6TH ST      | BECHTEL ROLAND 1513 6TH ST         | MUSKEGON MI 49441 \$968.01     |
| 24-205-419-0017-00 | 1505 | 6TH ST      | CUNNINGHAM RALP 2950 HUIZENGA ST   | MUSKEGON MI 49444 \$259.94     |
| 24-205-419-0018-10 | 1497 | 6TH ST      | MIKESELL BERNARD 1497 6TH ST       | MUSKEGON MI 49441 \$3,869.52   |
| 24-205-419-0019-00 | 305  | GRAND AVE   | CITY OF MUSKEGON 933 TERRACE ST    | MUSKEGON MI 49443 \$904.31     |
| 24-205-419-0020-00 | 315  | GRAND AVE   | BROWN TERRY JR 11567 BARNSLEY      | LOWELL MI 49331-8 \$182.00     |
| 24-205-419-0022-00 | 331  | GRAND AVE   | S A F ENT LLC 670 GLENWOOD AVE     | MUSKEGON MI 49445 \$108.06     |
| 24-205-420-0001-00 | 205  | GRAND AVE   | STEVENS DAVID/BR 205 W GRAND       | MUSKEGON MI 49441 \$796.25     |
| 24-205-420-0002-00 | 1505 | 5TH ST      | BOES RICHARD L 1505 5TH ST         | MUSKEGON MI 49441 \$572.16     |
| 24-205-420-0007-00 | 1541 | 5TH ST      | JOHNSON JAMES C 1541 5TH ST        | MUSKEGON MI 49441 \$456.14     |
| 24-205-420-0010-00 | 228  | SOUTHERN AV | PATRICIO RICARDO 228 W SOUTHERN AV | MUSKEGON MI 49441 \$348.08     |
| 24-205-420-0011-00 | 236  | SOUTHERN AV | GOMEZ ANTHONY S 236 W SOUTHERN AV  | MUSKEGON MI 49441 \$358.31     |
| 24-205-420-0012-00 | 1540 | 6TH ST      | FRALY CRAIG A 908 E APPLE AVE      | MUSKEGON MI 49442 \$227.50     |
| 24-205-420-0012-10 | 1544 | 6TH ST      | SWAIN JIMMY/DORIS 1643 N CRESTON   | MUSKEGON MI 49445-0 \$1,873.46 |
| 24-205-420-0012-20 | 254  | SOUTHERN AV | ROMANELLI MARIO 254 W SOUTHERN AV  | MUSKEGON MI 49441 \$712.85     |
| 24-205-420-0012-30 | 248  | SOUTHERN AV | SINGLETON LICHTLE 3925 APPLE AVE   | MUSKEGON MI 49442 \$449.31     |
| 24-205-420-0014-00 | 1528 | 6TH ST      | PAVLIK SUSAN D 1528 6TH ST         | MUSKEGON MI 49441 \$500.50     |
| 24-205-420-0015-00 | 1520 | 6TH ST      | CRITCHETT PAMELA 1164 WILLSHIRE DR | MUSKEGON MI 49445 \$875.88     |
| 24-205-420-0016-00 | 1514 | 6TH ST      | CASADONTE THERE 1421 WINCHESTER D  | MUSKEGON MI 49441 \$234.33     |

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|--------------------|------|-------------|-----------------------------------------------|----------------------------------|
| 24-205-420-0017-00 | 1506 | 6TH ST      | SUNAGEL SPARTY 1506 6TH ST                    | MUSKEGON MI 49441 \$728.00       |
| 24-205-420-0018-00 | 1498 | 6TH ST      | YANG XI SPENCER 1498 6TH ST                   | MUSKEGON MI 49441 \$2,490.19     |
| 24-205-420-0019-00 | 237  | GRAND AVE   | BOWMAN STAR 517 LIVINGSTON NE                 | GRAND RAPID MI 49503 \$542.13    |
| 24-205-420-0021-00 | 223  | GRAND AVE   | BETHEA TERRSON G 998 ADA AVE                  | MUSKEGON MI 49442 \$1,069.25     |
| 24-205-420-0022-00 | 215  | GRAND AVE   | TAYLOR DWIGHT/RE 3236 9TH ST                  | MUSKEGON H MI 49444-2 \$1,069.25 |
| 24-205-423-0004-10 | 1528 | SANFORD ST  | SCULLEY AGNES C 1528 SANFORD ST               | MUSKEGON MI 49441 \$341.25       |
| 24-205-423-0005-00 | 1534 | SANFORD ST  | BENEDICT JONE 2164 LETART                     | MUSKEGON MI 49441 \$113.75       |
| 24-205-423-0007-00 | 1541 | PECK ST     | DAVIS GARY V 2027 LEAHY                       | MUSKEGON MI 49444-0 \$659.75     |
| 24-205-423-0008-00 | 1533 | PECK ST     | MACKIE RANDY/GLO P.O. BOX 0843                | MUSKEGON MI 49443 \$458.41       |
| 24-205-423-0011-00 | 1507 | PECK ST     | JOHNSON ANDREW 3409 FARR RD                   | FRUITPORT MI 49415 \$233.19      |
| 24-205-423-0012-00 | 1497 | PECK ST     | HICKS ANTONIO 1497 PECK ST                    | MUSKEGON MI 49440 \$1,669.85     |
| 24-205-424-0001-00 | 1562 | SANFORD ST  | BANK ONE NATIONA 9350 WAXIE WAY STE SAN DEIGO | CA 92123 \$1,727.29              |
| 24-205-424-0001-10 | 31   | SOUTHERN AV | SORENSEN MARKS 31 W SOUTHERN AVE              | MUSKEGON MI 49441-2 \$1,428.90   |
| 24-205-424-0002-00 | 1568 | SANFORD ST  | HERNANDEZ ARMAN 1568 SANFORD ST               | MUSKEGON MI 49441 \$1,115.46     |
| 24-205-424-0003-00 | 1578 | SANFORD ST  | WISLER GILBERT 1578 SANFORD ST                | MUSKEGON MI 49441 \$1,230.13     |
| 24-205-424-0004-00 | 1586 | SANFORD ST  | MASARWEH TONY 4687 LAMBERT DR                 | SANTA ROSA CA 95403 \$1,155.43   |
| 24-205-424-0005-00 | 1596 | SANFORD ST  | BOLACH JOSEPH P 301 1ST AVE                   | MANISTEE MI 49660 \$182.00       |
| 24-205-424-0006-00 | 1604 | SANFORD ST  | LEE TONYA M 1604 SANFORD                      | MUSKEGON MI 49441 \$1,570.37     |

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## SPECIAL ASSESSMENT ROLL

| PARCEL             | @    | OWNER       | MAILING ADDRESS                  | TOTAL                          |
|--------------------|------|-------------|----------------------------------|--------------------------------|
| 24-205-424-0006-10 | 32   | FOREST AVE  | WATKINS ELAINE 32 W FOREST AVE   | MUSKEGON MI 49441 \$1,175.58   |
| 24-205-424-0007-00 | 28   | FOREST AVE  | BRINKMAN GERALD 28 W FOREST AVE  | MUSKEGON MI 49441 \$1,037.59   |
| 24-205-424-0007-10 | 1603 | PECK ST     | SMITH DERRICK A/D 1603 PECK ST   | MUSKEGON MI 49441 \$1,230.78   |
| 24-205-424-0008-10 | 1597 | PECK ST     | REYNA STEVE/SAND 1597 PECK ST    | MUSKEGON MI 49441 \$329.88     |
| 24-205-424-0010-00 | 1575 | PECK ST     | RASMUSSEN KEN/BL 1654 BAYVIEW DR | MUSKEGON MI 49441 \$117.16     |
| 24-205-424-0011-00 | 1567 | PECK ST     | RATCLIFFE JANET 1567 PECK ST     | MUSKEGON MI 49441 \$341.25     |
| 24-205-424-0012-00 | 1561 | PECK ST     | SMITH JEFFREY D/E 1586 JEFFERSON | MUSKEGON MI 49441-2 \$1,279.69 |
| 24-205-425-0004-00 | 1586 | JEFFERSON S | SMITH JEFFREY D 1586 JEFFERSON   | MUSKEGON MI 49441 \$2,421.78   |
| 24-205-425-0006-00 | 1604 | JEFFERSON S | HOWELL CARL JR 1604 JEFFERSON ST | MUSKEGON MI 49441 \$3,909.26   |
| 24-205-425-0007-00 | 1605 | SANFORD ST  | CITY OF MUSKEGON 933 TERRACE ST  | MUSKEGON MI 49443 \$3,835.97   |
| 24-205-425-0008-00 | 1593 | SANFORD ST  | TAYLOR HERBERT III 1593 SANFORD  | MUSKEGON MI 49441 \$653.98     |
| 24-205-425-0009-00 | 1587 | SANFORD ST  | JONES ANGELA 1587 SANFORD ST     | MUSKEGON MI 49441 \$955.50     |
| 24-205-425-0010-00 | 1573 | SANFORD ST  | DEJESUS MARY/MO 1579 SANFORD ST  | MUSKEGON MI 49441 \$719.72     |
| 24-205-425-0010-10 | 1579 | SANFORD ST  | DEJESUS MARY/MO 1579 SANFORD ST  | MUSKEGON MI 49441 \$1,261.16   |
| 24-205-425-0011-00 | 71   | SOUTHERN AV | JOHNSON ANDREW 3409 FARR RD      | FRUITPORT MI 49415 \$1,902.15  |
| 24-205-426-0001-00 | 1562 | 5TH ST      | WILLIAMS JAMES/TR 1562 5TH ST    | MUSKEGON MI 49441 \$1,211.44   |
| 24-205-426-0003-00 | 1576 | 5TH ST      | ROMANELLI LARRY B 154 WASHINGTON | MUSKEGON MI 49442 \$290.06     |
| 24-205-426-0004-00 | 1584 | 5TH ST      | MACIAS CRISTOBAL 1584 5TH ST     | MUSKEGON MI 49441 \$955.50     |

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| PARCEL             | @    | OWNER       | MAILING ADDRESS                    | TOTAL                           |
|--------------------|------|-------------|------------------------------------|---------------------------------|
| 24-205-426-0005-00 | 1592 | 5TH ST      | CHEEKS DONALD W/ 1488 OAK AVE      | MUSKEGON MI 49442-3 \$491.22    |
| 24-205-426-0006-00 | 1600 | 5TH ST      | MORAN DANIEL M 1600 5TH ST         | MUSKEGON MI 49441 \$1,205.75    |
| 24-205-426-0006-10 | 152  | FOREST AVE  | FREDRICKSEN THO 152 W FOREST AVE   | MUSKEGON MI 49441 \$910.00      |
| 24-205-426-0007-00 | 1606 | 5TH ST      | WEATHERSPOON ZE 1606 5TH ST        | MUSKEGON MI 49442 \$1,337.70    |
| 24-205-426-0010-00 | 1593 | JEFFERSON S | DAVIS GARY V 1593 JEFFERSON ST     | MUSKEGON MI 49441 \$1,440.21    |
| 24-205-426-0012-00 | 143  | SOUTHERN AV | MIMS REOLA 510 ADA ST              | MUSKEGON MI 49442 \$1,220.98    |
| 24-205-426-0012-10 | 1573 | JEFFERSON S | LIDKE TRENT 1573 JEFFERSON ST      | MUSKEGON MI 49442 \$1,497.78    |
| 24-205-426-0013-00 | 135  | SOUTHERN AV | HERSHEY JOSEPH J 2265 LINCOLN      | MUSKEGON MI 49441 \$1,393.23    |
| 24-205-427-0007-00 | 206  | FOREST AVE  | SINGLETON JAMES L 3925 E APPLE AVE | MUSKEGON MI 49442 \$568.75      |
| 24-205-427-0007-10 | 1607 | 5TH ST      | CARPER JANE MAST 1607 5TH ST       | MUSKEGON MI 49441 \$2,900.34    |
| 24-205-427-0009-00 | 222  | FOREST AVE  | VALADEZ ROSIO Y 222 W FOREST AVE   | MUSKEGON MI 49441 \$823.77      |
| 24-205-427-0011-00 | 236  | FOREST AVE  | STEWART DANIEL E 1911 MARYLAND DR  | MUSKEGON MI 49441-4 \$1,069.25  |
| 24-205-427-0012-00 | 262  | FOREST AVE  | GARRETT ETHEL 753 JUDSON RD        | SPRING LAKE MI 49456 \$3,169.80 |
| 24-205-427-0014-00 | 1592 | 6TH ST      | HERNANDEZ JODILY 1592 6TH ST       | MUSKEGON MI 49441 \$1,944.41    |
| 24-205-427-0016-00 | 1576 | 6TH ST      | HERRERA RICARDO/ 1576 6TH ST       | MUSKEGON MI 49441 \$1,103.38    |
| 24-205-427-0017-00 | 1568 | 6TH ST      | BROWN MARIE 1568 6TH ST            | MUSKEGON MI 49441 \$1,137.50    |
| 24-205-427-0021-00 | 221  | SOUTHERN AV | SMITH DELORIS E 221 W SOUTHERN AV  | MUSKEGON MI 49441 \$637.00      |
| 24-205-428-0001-00 | 353  | SOUTHERN AV | KLINGEL RHONDA PO BOX 5067         | MUSKEGON MI 49445 \$2,446.60    |

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|--------------------|------|-------------|--------------------------------------------------------|------------|
| 24-205-428-0001-10 | 347  | SOUTHERN AV | CHOICEONE BANK PO BOX 186 SPARTA MI 49345              | \$1,142.05 |
| 24-205-428-0001-20 | 339  | SOUTHERN AV | BAILEY LYN D/MARS 339 W SOUTHERN AV MUSKEGON MI 49441  | \$709.80   |
| 24-205-428-0003-00 | 1576 | 7TH ST      | JENKINS ARNOLD 1576 7TH ST MUSKEGON MI 49441           | \$473.20   |
| 24-205-428-0007-00 | 340  | FOREST AVE  | SUNAGEL MARIL 340 W FOREST MUSKEGON MI 49441-6         | \$559.65   |
| 24-205-428-0009-00 | 324  | FOREST AVE  | CYPHERS NATALIE S 324 W FOREST AVE MUSKEGON MI 49441   | \$177.45   |
| 24-205-428-0010-00 | 316  | FOREST AVE  | CRAWFORD LAMON 316 W FOREST AVE MUSKEGON MI 49441      | \$409.50   |
| 24-205-428-0012-00 | 1607 | 6TH ST      | WALTERS ALLISON K 1607 6TH ST MUSKEGON MI 49442        | \$1,168.21 |
| 24-205-428-0014-00 | 1593 | 6TH ST      | FOGG PAUL/CHRISTI 1593 6TH ST MUSKEGON MI 49441        | \$455.00   |
| 24-205-428-0015-00 | 1585 | 6TH ST      | EPPELHEIMER DAVI 47 UNION AVE SE GRAND RAPID MI 49503  | \$862.23   |
| 24-205-428-0016-00 | 1575 | 6TH ST      | SCHAALMA JOHN 1575 6TH ST MUSKEGON MI 49441            | \$91.00    |
| 24-205-428-0018-00 | 1561 | 6TH ST      | HOWARD PETER A T 204 S MAIN WAYLAND MI 49348           | \$341.25   |
| 24-205-428-0019-00 | 307  | SOUTHERN AV | LANGLOIS JAMES A/ 3008 ROOSEVELT RD MUSKEGON MI 49441  | \$589.23   |
| 24-205-428-0020-00 | 315  | SOUTHERN AV | KENDALL BETTY A/E 315 W SOUTHERN AV MUSKEGON MI 49441  | \$864.50   |
| 24-205-430-0001-10 | 447  | SOUTHERN AV | SCHWARTZ ROBBY 12891 OAK CREST LN GRAND HAVENMI 49417  | \$500.50   |
| 24-205-430-0002-10 | 465  | SOUTHERN AV | HULBERT KATHERIN 465 W SOUTHERN AV MUSKEGON MI 49441   | \$186.55   |
| 24-205-430-0004-00 | 487  | SOUTHERN AV | CITY OF MUSKEGON 933 TERRACE ST MUSKEGON MI 49443      | \$1,631.18 |
| 24-205-430-0004-10 | 1580 | 8TH ST      | LEMKUUL MIKE J/GW 17632 TAMARAK LN GRAND HAVENMI 49417 | \$343.53   |
| 24-205-430-0006-00 | 1592 | 8TH ST      | CRANER WILLIAM A 329 MARY CT HESPERIA MI 49421         | \$962.33   |

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|--------------------|------|-------------|--------------------------------------------------------|------------|
| 24-205-430-0007-00 | 1596 | 8TH ST      | MACKENZIE PATRIC 2245 LAKESHORE DR MUSKEGON MI 49441   | \$273.00   |
| 24-205-430-0008-00 | 1606 | 8TH ST      | EVANS CARTER A/F 1606 8TH ST MUSKEGON MI 49441         | \$364.00   |
| 24-205-430-0009-00 | 468  | FOREST AVE  | RILEY TONJUA D 468 W FOREST AVE MUSKEGON MI 49441      | \$182.00   |
| 24-205-430-0010-00 | 1605 | PARK ST     | TOUHY SUSAN 1605 PARK ST MUSKEGON MI 49441             | \$1,419.60 |
| 24-205-430-0011-10 | 1601 | PARK ST     | REDDER MARSHALL 3960 30TH ST SW GRANDVILLE MI 49418    | \$432.25   |
| 24-205-430-0013-00 | 1583 | PARK ST     | BARAJAS MARIA 1583 PARK ST MUSKEGON MI 49441           | \$179.73   |
| 24-205-430-0014-00 | 1575 | PARK ST     | LAKESHORE INVEST 11472 OAK GROVE R GRAND HAVENMI 49417 | \$448.18   |
| 24-205-430-0015-00 | 1567 | PARK ST     | STAGE JOSEPH R 1567 PARK ST MUSKEGON MI 49441          | \$364.00   |
| 24-205-431-0002-10 | 515  | SOUTHERN AV | MESCALL JULIE A/BA 515 SOUTHERN AVE MUSKEGON MI 49441  | \$682.50   |
| 24-205-431-0003-00 | 543  | SOUTHERN AV | SPEC DEVELOPMEN 543 W SOUTHERN AV MUSKEGON MI 49441    | \$8,919.57 |
| 24-205-432-0001-00 | 631  | SOUTHERN AV | S & R KADO LLC 631 W SOUTHERN AV MUSKEGON MI 49441     | \$978.25   |
| 24-205-432-0007-00 | 640  | FOREST AVE  | WILSON WILLIE SR 640 W FOREST AVE MUSKEGON MI 49441    | \$910.00   |
| 24-205-432-0009-00 | 604  | FOREST AVE  | ANDERSON ROBIN J 604 W FOREST AVE MUSKEGON MI 49441    | \$455.00   |
| 24-205-432-0010-00 | 598  | FOREST AVE  | TICE BETTY J 598 W FOREST AVE MUSKEGON MI 49441        | \$989.63   |
| 24-205-432-0010-10 | 580  | FOREST AVE  | PUENTE GLENDA/BE 1599 MESSLER ST MUSKEGON MI 49441     | \$1,162.53 |
| 24-205-437-0015-10 | 579  | FOREST AVE  | STOWERS JEFF 7070 BEACHWOOD L SPRING LAKE MI 49456     | \$329.88   |
| 24-205-437-0017-00 | 609  | FOREST AVE  | SMITH GAIL LYNN 609 W FOREST AVE MUSKEGON MI 49441     | \$775.65   |
| 24-205-438-0003-00 | 1641 | PARK ST     | LEEBALL MARK T/JO 1641 PARK ST MUSKEGON MI 49441       | \$1,096.50 |

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| PARCEL             | @    | OWNER      | MAILING ADDRESS                     | TOTAL                        |
|--------------------|------|------------|-------------------------------------|------------------------------|
| 24-205-438-0005-00 | 1657 | PARK ST    | LOGAN ANGELA 1657 PARK ST           | MUSKEGON MI 49441 \$182.00   |
| 24-205-438-0006-00 | 1663 | PARK ST    | VETTER JEFF C 1663 PARK ST          | MUSKEGON MI 49441 \$191.10   |
| 24-205-438-0007-00 | 1671 | PARK ST    | TICE KENNETH D 1671 PARK ST         | MUSKEGON MI 49441 \$1,480.80 |
| 24-205-438-0008-00 | 1679 | PARK ST    | TUMBLIN SHAWAND 1679 PARK ST        | MUSKEGON MI 49441 \$455.00   |
| 24-205-438-0009-10 | 1717 | PARK ST    | CROW DEVELOPME 1756 LAKESHORE DR    | MUSKEGON MI 49441 \$1,292.66 |
| 24-205-438-0011-00 | 469  | FOREST AVE | SINGLETON JAMES L 3925 E APPLE AVE  | MUSKEGON MI 49442 \$357.18   |
| 24-205-438-0014-00 | 487  | FOREST AVE | PROFESSIONAL PLA 2811 13 MILE RD    | ROCKFORD MI 49341 \$3,611.48 |
| 24-205-439-0001-10 | 415  | FOREST AVE | SANDERS STEVE 292 WASHINGTON        | MUSKEGON MI 49441-0 \$91.00  |
| 24-205-439-0001-20 | 409  | FOREST AVE | A & D JOINT VENTUR 409 W FOREST AVE | MUSKEGON MI 49441 \$455.00   |
| 24-205-439-0001-30 | 403  | FOREST AVE | KEENAN FAYE A 1862 JARMAN           | MUSKEGON MI 49442 \$739.38   |
| 24-205-439-0003-00 | 1638 | PARK ST    | HOMECONINGS FIN 338 S WARMINSTER    | HATBORO PA 19040 \$275.28    |
| 24-205-439-0005-00 | 1656 | PARK ST    | REDDER MARSHALL 3960 30TH ST        | GRANDVILLE MI 49418 \$182.00 |
| 24-205-439-0006-00 | 1662 | PARK ST    | HENDERSON DEBRA 1662 PARK ST        | MUSKEGON MI 49441 \$455.00   |
| 24-205-439-0006-20 | 402  | DALE AVE   | MOORE INVESTMEN P O BOX 5377        | N MUSKEGON MI 49445 \$79.63  |
| 24-205-439-0007-00 | 1670 | PARK ST    | HENDRIE WILLIAM L 1670 PARK ST      | MUSKEGON MI 49441 \$318.50   |
| 24-205-439-0008-00 | 390  | DALE AVE   | EVANS DONALD/CHA 390 W DALE AVE     | MUSKEGON MI 49441 \$455.00   |
| 24-205-439-0009-00 | 1663 | 7TH ST     | LAUDE DARREN L 1663 7TH ST          | MUSKEGON MI 49441 \$631.31   |
| 24-205-439-0010-00 | 1657 | 7TH ST     | SINGLETON-LICHTLE 3925 E APPLE AVE  | MUSKEGON MI 49442 \$295.75   |

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|--------------------|------|------------|------------------------------------|--------------------------------|
| 24-205-439-0011-00 | 1649 | 7TH ST     | WRIGHT MICHAEL L/ 1649 7TH ST      | MUSKEGON MI 49441 \$97.83      |
| 24-205-439-0012-00 | 1639 | 7TH ST     | GARDNER MELISSA 1639 7TH ST        | MUSKEGON MI 49441 \$346.94     |
| 24-205-439-0013-00 | 391  | FOREST AVE | MARTIN DAVID R 391 W FOREST        | MUSKEGON MI 49441 \$273.00     |
| 24-205-440-0001-10 | 345  | FOREST AVE | NICHOLS MICHAEL S 345 W FOREST AVE | MUSKEGON MI 49441 \$1,404.41   |
| 24-205-440-0001-20 | 339  | FOREST AVE | SMITH JOSEPHINE 339 W FOREST AVE   | MUSKEGON MI 49441 \$184.28     |
| 24-205-440-0003-00 | 1640 | 7TH ST     | STROTHER THERES 1640 7TH ST        | MUSKEGON MI 49441 \$227.50     |
| 24-205-440-0004-00 | 1660 | 7TH ST     | CITY OF MUSKEGON 933 TERRACE ST    | MUSKEGON MI 49443 \$3,741.24   |
| 24-205-440-0009-00 | 322  | DALE AVE   | SMRCINA THOMAS J/ 4391 WEBER RD    | WHITEHALL MI 49461 \$762.13    |
| 24-205-440-0010-00 | 314  | DALE AVE   | WALLACE KAREN M 314 W DALE AVE     | MUSKEGON MI 49441 \$455.00     |
| 24-205-440-0011-00 | 304  | DALE AVE   | HELMS MELISA 304 W DALE AVE        | MUSKEGON MI 49441 \$539.40     |
| 24-205-440-0012-00 | 1667 | 6TH ST     | TYLER STEVEN L/BE 402 ERICKSON     | MUSKEGON MI 49442 \$3,003.00   |
| 24-205-440-0014-00 | 1655 | 6TH ST     | BARTON JACQUELIN 1655 6TH ST       | MUSKEGON MI 49441 \$1,103.38   |
| 24-205-440-0015-00 | 1647 | 6TH ST     | KERBUSKI KELLEY K 1647 6TH ST      | MUSKEGON MI 49441 \$1,722.39   |
| 24-205-440-0017-10 | 283  | FOREST AVE | BLAKEMAN JONATH 283 W FOREST AVE   | MUSKEGON MI 49441-0 \$2,254.53 |
| 24-205-440-0019-00 | 307  | FOREST AVE | WACKERLE MARC P O BOX 1018         | MUSKEGON MI 49443 \$182.00     |
| 24-205-440-0020-00 | 315  | FOREST AVE | SIETING RICHARD 315 W FOREST AVE   | MUSKEGON MI 49441 \$1,432.81   |
| 24-205-440-0021-00 | 323  | FOREST AVE | SINGLETON JAMES L 3925 E APPLE AVE | MUSKEGON MI 49442 \$1,823.10   |
| 24-205-440-0022-00 | 329  | FOREST AVE | GATES EMMA JAME 329 W FOREST AVE   | MUSKEGON MI 49441 \$1,148.88   |

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|--------------------|------|-------------|------------------------------------|------------------------------|
| 24-205-441-0001-10 | 191  | FOREST AVE  | SPRULL JOHN D 191 W FOREST AVE     | MUSKEGON MI 49441 \$1,458.76 |
| 24-205-441-0006-00 | 1663 | 5TH ST      | ROOD JUDITH E TRU 1663 5TH ST      | MUSKEGON MI 49441 \$686.32   |
| 24-205-441-0007-00 | 204  | DALE AVE    | MELGOZA RAUL JR 447 COLLINS AVE    | MUSKEGON MI 49444 \$819.00   |
| 24-205-441-0007-10 | 190  | DALE AVE    | MARTINEZ DANIEL 190 W DALE AVE     | MUSKEGON MI 49441 \$1,660.80 |
| 24-205-441-0008-00 | 214  | DALE AVE    | KNIGHT JOHNDELO 214 W DALE         | MUSKEGON MI 49441 \$597.19   |
| 24-205-441-0011-00 | 238  | DALE AVE    | J T & D INVESTMENT 228 W DALE      | MUSKEGON MI 49441 \$204.75   |
| 24-205-441-0015-00 | 1648 | 6TH ST      | HALVERSON DENNIS 1648 6TH ST       | MUSKEGON MI 49441 \$420.88   |
| 24-205-441-0017-00 | 261  | FOREST AVE  | VAZQUEZ NORMA 261 W FOREST         | MUSKEGON MI 49441 \$4,192.02 |
| 24-205-441-0017-10 | 255  | FOREST AVE  | ALVIAR GEORGE 255 W FOREST AVE     | MUSKEGON MI 49441 \$1,893.56 |
| 24-205-441-0017-20 | 247  | FOREST AVE  | ASSOCIATES HOME 1111 NORTHPOINT D  | COPELL TX 75019 \$676.81     |
| 24-205-441-0019-00 | 235  | FOREST AVE  | PIMPLETON R LOUIS 540 OVERBROOK ST | MUSKEGON H MI 49444 \$523.25 |
| 24-205-441-0020-00 | 229  | FOREST AVE  | CAIN DIANA C 2156 LEIF AVE         | MUSKEGON MI 49441 \$386.75   |
| 24-205-442-0001-00 | 1624 | 5TH ST      | STEIN JEAN M/PASC 1624 5TH ST      | MUSKEGON MI 49441 \$944.13   |
| 24-205-442-0002-00 | 1632 | 5TH ST      | MCLEMORE RODNE 1632 5TH ST         | MUSKEGON MI 49441 \$891.80   |
| 24-205-442-0003-00 | 1640 | 5TH ST      | RUTHKOSKI GEORG 1640 5TH ST        | MUSKEGON MI 49441 \$642.69   |
| 24-205-442-0004-00 | 1648 | 5TH ST      | KENNEDY HUGH J 1648 5TH ST         | MUSKEGON MI 49441 \$91.00    |
| 24-205-442-0006-00 | 1662 | 5TH ST      | ZAHRT NORMAN H 1662 5TH ST         | MUSKEGON MI 49441 \$585.81   |
| 24-205-442-0013-00 | 1627 | JEFFERSON S | HILT RAYMOND J DD 1627 JEFFERSON   | MUSKEGON MI 49441 \$536.34   |

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|--------------------|------|------------|--------------------------------------|-------------------------------|
| 24-205-443-0007-20 | 66   | DALE AVE   | MONTGOMERY MICH 66 W DALE            | MUSKEGON MI 49441 \$958.89    |
| 24-205-443-0010-00 | 1641 | SANFORD ST | DELELLO BARBARA J 2312 WESTWOOD DR   | MUSKEGON MI 49441 \$1,482.14  |
| 24-205-443-0012-00 | 1621 | SANFORD ST | KEEVER ROBIN R 1621 SANFORD ST       | MUSKEGON MI 49441 \$1,251.25  |
| 24-205-444-0002-00 | 1632 | SANFORD ST | CHASE MANHATTAN 3415 VISION DR       | COLUMBUS OH 43219 \$802.91    |
| 24-205-444-0003-10 | 1648 | SANFORD    | BRIDGES PATRICK 1648 SANFORD         | MUSKEGON MI 49441 \$674.97    |
| 24-205-444-0005-00 | 1658 | SANFORD ST | MCFADEN KENT 1658 SANFORD ST         | MUSKEGON MI 49441 \$819.00    |
| 24-205-444-0009-00 | 1649 | PECK ST    | MASTENBROOK MIC 1649 PECK            | MUSKEGON MI 49441 \$507.33    |
| 24-205-444-0010-00 | 1643 | PECK ST    | NYKAMP B W 1643 PECK ST              | MUSKEGON MI 49441-2 \$193.38  |
| 24-205-444-0011-00 | 1633 | PECK ST    | WISEMAN MARK H E 5154 MCDOWELL       | MUSKEGON MI 49441 \$458.89    |
| 24-205-444-0012-00 | 1625 | PECK ST    | JOHNSON ANDREW 3409 FARR RD          | FRUITPORT MI 49415 \$3,352.05 |
| 24-205-445-0001-00 | 1690 | SANFORD ST | JOHNSON JERRY 938 EMERSON AVE        | MUSKEGON MI 49442 \$739.38    |
| 24-205-445-0002-00 | 1698 | SANFORD ST | DOBBERSTEIN REGI 1764 E APPLE AVE AP | MUSKEGON MI 49442-4 \$359.06  |
| 24-205-445-0003-00 | 1706 | SANFORD ST | DOCTOR LAWRENCE 1706 SANFORD ST      | MUSKEGON MI 49441 \$342.49    |
| 24-205-445-0004-00 | 1716 | SANFORD ST | ENGLE PATRICIA A 1716 SANFORD        | MUSKEGON MI 49441 \$581.13    |
| 24-205-445-0007-00 | 1735 | PECK ST    | LAMSON ROBERTIS 1735 PECK ST         | MUSKEGON MI 49441 \$1,312.99  |
| 24-205-445-0008-00 | 1725 | PECK ST    | DAS K C 1725 PECK ST                 | MUSKEGON MI 49441 \$273.00    |
| 24-205-445-0009-00 | 1715 | PECK ST    | BRENNEMAN W 1715 PECK ST             | MUSKEGON MI 49441 \$113.75    |
| 24-205-446-0001-10 | 73   | DALE AVE   | DRESHFIELD JANE 73 W DALE AVE        | MUSKEGON MI 49441 \$352.63    |

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|--------------------|------|------------|------------------------------------|--------------------------------|
| 24-205-446-0002-40 | 1713 | SANFORD ST | SAVAGE RELEASE 1713 SANFORD ST     | MUSKEGON MI 49441 \$625.06     |
| 24-205-446-0002-60 | 64   | LARCH AVE  | VANDENBERG JEAN 64 W LARCH AVE     | MUSKEGON MI 49441 \$4,100.10   |
| 24-205-447-0001-00 | 167  | DALE AVE   | CUMMINGS DAVID A 167 W DALE AVE    | MUSKEGON MI 49441 \$1,899.63   |
| 24-205-447-0003-00 | 1710 | 5TH ST     | FLOWERS GRACE L 1710 5TH ST        | MUSKEGON MI 49441 \$1,342.25   |
| 24-205-447-0005-00 | 1718 | 5TH ST     | VANDERLAAN ROBE 1718 5TH ST        | MUSKEGON MI 49441 \$780.02     |
| 24-205-447-0007-00 | 1734 | 5TH ST     | BUCHANAN ROSIE L 1734 5TH ST       | MUSKEGON MI 49441 \$91.00      |
| 24-205-447-0007-10 | 154  | LARCH AVE  | MYERS MARIS B 154 W LARCH AVE      | MUSKEGON MI 49441 \$1,888.06   |
| 24-205-448-0001-00 | 205  | DALE AVE   | ANDERSON SHIRLEY 205 W DALE AVE    | MUSKEGON MI 49441 \$182.00     |
| 24-205-448-0001-10 | 1689 | 5TH ST     | THE LANGLOIS GRO 3008 ROOSEVELT RD | MUSKEGON MI 49441-3 \$557.38   |
| 24-205-448-0007-00 | 204  | LARCH AVE  | WOLLER CHRISTOP 204 W LARCH AVE    | MUSKEGON MI 49441 \$1,160.25   |
| 24-205-448-0007-10 | 1733 | 5TH ST     | GOODMAN PAMELA/ 1733 5TH ST        | MUSKEGON MI 49441 \$1,768.50   |
| 24-205-449-0007-00 | 1732 | 7TH ST     | SORENSEN AMANDA 466 E 16TH         | HOLLAND MI 49423 \$1,319.50    |
| 24-205-449-0009-00 | 324  | LARCH AVE  | FIRST NATIONAL BA PO BOX 980       | EAST LANSING MI 48826 \$480.48 |
| 24-205-449-0010-00 | 318  | LARCH AVE  | DIXON WILLIAM JR 3596 ENOS ST      | RAVANNA MI 49451 \$386.75      |
| 24-205-449-0012-00 | 296  | LARCH AVE  | SMITH JEFFREY D 1586 JEFFERSON     | MUSKEGON MI 49441 \$1,246.70   |
| 24-205-449-0012-10 | 1733 | 6TH ST     | CIEZAK JOSEPH JR 1733 6TH ST       | MUSKEGON MI 49441 \$1,941.71   |
| 24-205-449-0013-00 | 1725 | 6TH ST     | KASPRZAK JOHN 1725 6TH ST          | MUSKEGON MI 49441 \$2,014.00   |
| 24-205-449-0014-00 | 1717 | 6TH ST     | GOKEY STELLA 1717 6TH ST           | MUSKEGON MI 49441 \$113.75     |

## SIDEWALK 2003 RESIDENTIAL

## SPECIAL ASSESSMENT ROLL

| PARCEL             | @    | OWNER     | MAILING ADDRESS                   | TOTAL                          |
|--------------------|------|-----------|-----------------------------------|--------------------------------|
| 24-205-449-0020-10 | 311  | DALE AVE  | JORDAN DARRYL L 311 W DALE AVE    | MUSKEGON MI 49441 \$93.28      |
| 24-205-449-0021-00 | 323  | DALE AVE  | ERWIN WALTER F 323 W DALE         | MUSKEGON MI 49441 \$403.81     |
| 24-205-461-0001-00 | 1750 | 7TH ST    | KEENO PROPERTIES 644 LAKE DR      | N MUSKEGON MI 49445 \$4,550.00 |
| 24-205-461-0010-00 | 297  | LARCH AVE | KULICAMP PAUL G 297 W LARCH AVE   | MUSKEGON MI 49441 \$227.50     |
| 24-205-461-0012-00 | 305  | LARCH AVE | RUCKER TOMMY L 305 W LARCH AVE    | MUSKEGON MI 49441 \$1,153.28   |
| 24-205-461-0013-00 | 313  | LARCH AVE | MASON FLORENCE 313 W LARCH AVE    | MUSKEGON MI 49441 \$1,503.49   |
| 24-205-462-0001-00 | 1753 | 5TH ST    | LOMELI JUAN MARTI 1753 5TH ST     | MUSKEGON MI 49441 \$2,296.47   |
| 24-205-462-0010-20 | 1762 | 6TH ST    | MENDEZ ENRIQUE/A 1762 6TH ST      | MUSKEGON MI 49441 \$952.54     |
| 24-205-462-0011-00 | 261  | LARCH AVE | OTTACO ACCEPTAN PO BOX 4010       | E LANSING MI 48826 \$1,517.51  |
| 24-205-462-0012-00 | 235  | LARCH AVE | ANHALT JONATHAN/ 235 W LARCH AVE  | MUSKEGON MI 49441 \$796.25     |
| 24-205-462-0013-00 | 229  | LARCH AVE | WIKMAN HOWARD A 229 W LARCH AVE   | MUSKEGON MI 49441 \$113.75     |
| 24-205-462-0014-00 | 221  | LARCH AVE | BASS JODA M 221 W LARCH AVE       | MUSKEGON MI 49441 \$580.13     |
| 24-205-462-0015-00 | 215  | LARCH AVE | BOGNER DALE R 220 W LAKETON AVE   | MUSKEGON MI 49441 \$455.00     |
| 24-205-463-0001-00 | 1748 | 5TH ST    | HARRIS MARSHALL L 1748 5TH ST     | MUSKEGON MI 49441 \$2,528.16   |
| 24-205-463-0001-10 | 159  | LARCH AVE | FITZPATRICK ROBER 159 W LARCH AVE | MUSKEGON MI 49441 \$1,334.15   |
| 24-205-463-0001-20 | 151  | LARCH AVE | SAVAGE RODNEY 151 W LARCH AVE     | MUSKEGON MI 49441-0 \$716.63   |
| 24-205-463-0002-00 | 1760 | 5TH ST    | OLSEN ROBERT C 1760 5TH ST        | MUSKEGON MI 49441 \$200.20     |
| 24-205-463-0003-00 | 1772 | 5TH ST    | BELANGER JAMES V 1772 5TH ST      | MUSKEGON MI 49441 \$1,540.55   |

H-1557

HEARING DATE

OCTOBER 28, 2003

## SIDEWALK 2003 RESIDENTIAL

## SPECIAL ASSESSMENT ROLL

| PARCEL             | @    | OWNER       | MAILING ADDRESS                     | TOTAL                         |
|--------------------|------|-------------|-------------------------------------|-------------------------------|
| 24-205-463-0007-00 | 1779 | JEFFERSON S | CAUGHEY RICHARD/ 1779 JEFFERSON     | MUSKEGON MI 49441 \$79.63     |
| 24-205-463-0008-00 | 1771 | JEFFERSON S | WILLIAMS MERI R 1771 JEFFERSON ST   | MUSKEGON MI 49441 \$301.44    |
| 24-205-463-0009-00 | 1759 | JEFFERSON S | OSTERMANN E THE 1759 JEFFERSON ST   | MUSKEGON MI 49445 \$2,323.88  |
| 24-205-463-0010-00 | 139  | LARCH AVE   | TERRELL JOHN A 139 W LARCH AVE      | MUSKEGON MI 49441 \$563.06    |
| 24-205-463-0010-10 | 123  | LARCH AVE   | STOVER ROBERT 123 W LARCH           | MUSKEGON MI 49441-0 \$341.25  |
| 24-205-464-0002-00 | 1762 | JEFFERSON S | BABBITT JOHN T 1762 JEFFERSON ST    | MUSKEGON MI 49441 \$1,383.54  |
| 24-205-464-0003-00 | 1772 | JEFFERSON S | YOUNGDAHL ANN/V 1772 JEFFERSON ST   | MUSKEGON MI 49441 \$1,045.65  |
| 24-205-464-0004-00 | 1782 | JEFFERSON S | VINTAGE HOME RES 1573 JEFFERSON ST  | MUSKEGON MI 49441 \$2,133.74  |
| 24-205-464-0007-00 | 1783 | SANFORD ST  | HANSEN ROBERT/ET 1783 SANFORD ST    | MUSKEGON MI 49441 \$443.63    |
| 24-205-464-0007-10 | 1777 | SANFORD ST  | MELTON ANTHONY 1103 W SOUTHERN A    | MUSKEGON MI 49441-2 \$583.54  |
| 24-205-464-0008-00 | 1771 | SANFORD ST  | GREINER PAUL 1771 SANFORD           | MUSKEGON MI 49441 \$1,103.31  |
| 24-205-464-0009-00 | 65   | LARCH AVE   | LYNN THOMAS E ET 65 W LARCH AVE     | MUSKEGON MI 49441 \$837.20    |
| 24-205-464-0009-10 | 1763 | SANFORD ST  | BENJAMIN JEANNE 1763 SANFORD ST     | MUSKEGON MI 49441 \$182.00    |
| 24-205-464-0010-00 | 77   | LARCH AVE   | CAMACHO ANA 77 W LARCH AVE          | MUSKEGON MI 49441 \$1,089.07  |
| 24-205-465-0001-00 | 1765 | PECK ST     | MUSKEGON ASSOCI 851 LEONARD NW      | GRAND RAPID MI 49504 \$728.00 |
| 24-205-465-0006-00 | 1781 | PECK ST     | CHILD ABUSE COUN 1781 PECK ST SUITE | MUSKEGON MI 49441 \$1,390.59  |
| 24-230-001-0001-00 | 1839 | 6TH ST      | FEDERAL MOGUL PI P O BOX 1966       | DETROIT MI 48235 \$654.06     |
| 24-230-002-0018-00 | 301  | LAKETON AVE | SHERMAN LEASING 301 W LAKETON AVE   | MUSKEGON MI 49441 \$1,976.43  |

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HEARING DATE

OCTOBER 28, 2003

## SIDEWALK 2003 RESIDENTIAL

## SPECIAL ASSESSMENT ROLL

| PARCEL             | @    | OWNER       | MAILING ADDRESS                     | TOTAL                          |
|--------------------|------|-------------|-------------------------------------|--------------------------------|
| 24-230-003-0001-00 | 1840 | 6TH ST      | 1840 CORPORATION 1840 6TH ST        | MUSKEGON MI 49441 \$2,283.93   |
| 24-230-003-0011-00 | 1877 | COMMERCE S  | MIEGOC CHRISTINE/I 1877 COMMERCE ST | MUSKEGON MI 49441 \$113.75     |
| 24-230-003-0019-00 | 1817 | COMMERCE S  | BRADFORD GARTH T 515 GRANT ST       | GRAND HAVENMI 49417 \$216.13   |
| 24-232-002-0004-00 | 1901 | PECK ST     | DYMET CORPORATI 1901 PECK ST        | MUSKEGON MI 49441 \$643.83     |
| 24-232-002-0008-00 | 1916 | SANFORD ST  | DYMET CORPORATI 1901 PECK ST        | MUSKEGON MI 49441 \$1,772.82   |
| 24-232-002-0014-00 | 1872 | SANFORD ST  | HERSHEY PAUL J 1286 ROBIN RD        | MUSKEGON MI 49445 \$573.30     |
| 24-232-003-0001-00 | 1931 | PECK ST     | DYMET CORPORATI 1901 PECK ST        | MUSKEGON MI 49441 \$2,901.17   |
| 24-232-003-0003-00 | 1947 | PECK ST     | S & T PROPERTY LL 1938 SANFORD ST   | MUSKEGON MI 49442-0 \$113.75   |
| 24-232-003-0006-00 | 1989 | PECK ST     | MARATHON OIL CO 539 S MAIN ST       | FINDLAY OH 45840 \$1,699.43    |
| 24-232-003-0011-00 | 1980 | SANFORD ST  | CAMISA GROUPO C PO BOX 1208         | MUSKEGON MI 49443-1 \$573.30   |
| 24-232-003-0015-00 | 1938 | SANFORD ST  | S & T PROPERTY LL 1938 SANFORD ST   | MUSKEGON MI 49441 \$3,341.74   |
| 24-232-004-0001-00 | 1931 | SANFORD ST  | DOBB DONALD P O BOX 785             | MUSKEGON MI 49443 \$1,212.58   |
| 24-232-004-0007-00 | 1981 | SANFORD ST  | FETHKE EUGENE A 71 W WEBSTER        | MUSKEGON MI 49440 \$273.00     |
| 24-232-004-0011-00 | 1984 | JEFFERSON S | CAMISA GROUPO C PO BOX 1208         | MUSKEGON MI 49443-1 \$1,380.93 |
| 24-232-004-0016-00 | 1956 | JEFFERSON S | HALL ELECTRIC CO 1965 SANFORD ST    | MUSKEGON MI 49441 \$227.50     |
| 24-232-005-0003-00 | 1885 | SANFORD ST  | STRUBE GEORGIA 1397 PALMER AVE      | MUSKEGON MI 49441 \$227.50     |
| 24-232-005-0004-00 | 1895 | SANFORD ST  | STRUBE GEORGIA 1397 PALMER AVE      | MUSKEGON MI 49441 \$910.00     |
| 24-232-005-0008-00 | 1918 | JEFFERSON S | LONGMIRE DAVID 1918 JEFFERSON ST    | MUSKEGON MI 49441 \$1,219.40   |

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## SIDEWALK 2003 RESIDENTIAL

## SPECIAL ASSESSMENT ROLL

| PARCEL             | @    | OWNER       | MAILING ADDRESS                                         | TOTAL      |
|--------------------|------|-------------|---------------------------------------------------------|------------|
| 24-232-005-0009-00 | 1910 | JEFFERSON S | MURAR SUSANNE M/ 1910 JEFFERSON ST MUSKEGON MI 49441    | \$1,386.50 |
| 24-232-005-0010-00 | 1902 | JEFFERSON S | WELBORN BEVERLY 1627 MADISON ST MUSKEGON MI 49442       | \$182.00   |
| 24-232-005-0011-00 | 1896 | JEFFERSON S | KRAUSS MICHAEL S 1896 JEFFERSON ST MUSKEGON MI 49441    | \$852.70   |
| 24-232-005-0012-00 | 1888 | JEFFERSON S | FOSTER BRIAN O/PA 1888 JEFFERSON ST MUSKEGON MI 49441   | \$923.01   |
| 24-232-005-0013-00 | 1880 | JEFFERSON S | SMITH STEVEN E 1880 JEFFERSON ST MUSKEGON MI 49441      | \$648.38   |
| 24-232-006-0007-00 | 1853 | SANFORD ST  | MOORE INVESTMEN PO BOX 5377 MUSKEGON MI 49445           | \$364.00   |
| 24-232-006-0009-00 | 1848 | JEFFERSON S | PULLIAMS BARBARA 1848 JEFFERSON ST MUSKEGON MI 49441    | \$332.15   |
| 24-232-006-0010-00 | 1842 | JEFFERSON S | BROWN AARON M 1842 JEFFERSON ST MUSKEGON MI 49441       | \$250.25   |
| 24-232-006-0013-00 | 1816 | JEFFERSON S | PACYGA MICHAEL P 1816 JEFFERSON ST MUSKEGON MI 49441    | \$2,217.33 |
| 24-232-007-0002-00 | 1817 | JEFFERSON S | WILKS JAMES C 2641 VULCAN ST MUSKEGON MI 49444          | \$1,150.41 |
| 24-232-007-0003-00 | 1823 | JEFFERSON S | WILLIAMS TERRENC 1495 S WOLF LAKE R MUSKEGON MI 49442   | \$344.66   |
| 24-232-007-0007-00 | 1853 | JEFFERSON S | MCLAURIN CAROL R 1853 JEFFERSON ST MUSKEGON MI 49441    | \$527.80   |
| 24-232-007-0013-00 | 145  | LAKETON AVE | BLAIS L & M INC 19049 ELIZABETH CT SPRING LAKE MI 49456 | \$614.25   |
| 24-232-008-0001-00 | 1871 | JEFFERSON S | RUSH QUEENIE D 1871 JEFFERSON ST MUSKEGON MI 49441      | \$514.15   |
| 24-232-008-0002-00 | 1879 | JEFFERSON S | JAZDZYK & LIEFER P 13039 GREEN ST GRAND HAVENMI 49417   | \$500.50   |
| 24-232-008-0003-00 | 1887 | JEFFERSON S | DYE PAUL 1887 JEFFERSON ST MUSKEGON MI 49441            | \$822.09   |
| 24-232-008-0004-00 | 1893 | JEFFERSON S | HERSHEY PAUL JR/S 1893 JEFFERSON ST MUSKEGON MI 49441   | \$1,071.27 |
| 24-232-008-0005-00 | 1903 | JEFFERSON S | TOUZEL TIMOTHY/G 1903 JEFFERSON ST MUSKEGON MI 49441    | \$832.65   |

H-1557

HEARING DATE

OCTOBER 28, 2003

## SIDEWALK 2003 RESIDENTIAL

## SPECIAL ASSESSMENT ROLL

| PARCEL             | @    | OWNER       | MAILING ADDRESS                                           | TOTAL      |
|--------------------|------|-------------|-----------------------------------------------------------|------------|
| 24-232-008-0006-00 | 1909 | JEFFERSON S | PIETSCH KATHLEEN 1909 JEFFERSON ST MUSKEGON MI 49441      | \$1,735.49 |
| 24-232-008-0007-00 | 1917 | JEFFERSON S | JACOBSON ROGER 1917 JEFFERSON ST MUSKEGON MI 49441        | \$1,757.27 |
| 24-232-008-0008-00 | 1920 | 5TH ST      | ANDERSON WILLIAM 1920 5TH ST MUSKEGON MI 49441            | \$204.75   |
| 24-232-008-0009-00 | 1910 | 5TH ST      | BATES CORMEKA F 1910 5TH ST MUSKEGON MI 49441             | \$455.00   |
| 24-232-008-0010-00 | 1902 | 5TH ST      | VANDERBROOK WIL 1902 5TH ST MUSKEGON MI 49441             | \$113.75   |
| 24-232-008-0012-00 | 1888 | 5TH ST      | DAVIS RUBY 1888 5TH ST MUSKEGON MI 49442                  | \$341.25   |
| 24-232-008-0014-00 | 1872 | 5TH ST      | HUNT SUSIE P 1872 5TH ST MUSKEGON MI 49441                | \$113.75   |
| 24-232-009-0002-00 | 1945 | JEFFERSON S | INGERSOLL AARON/ 1945 JEFFERSON ST MUSKEGON MI 49441      | \$341.25   |
| 24-232-009-0004-00 | 1955 | JEFFERSON S | STINSON TARNETTA 1955 JEFFERSON ST MUSKEGON MI 49441      | \$113.75   |
| 24-232-009-0005-00 | 1967 | JEFFERSON S | CAMISA GROUPO C PO BOX 1208 MUSKEGON MI 49443-1           | \$784.88   |
| 24-232-011-0002-00 | 1881 | 5TH ST      | WOLDRING ADA 221 W WEBSTER AVE MUSKEGON MI 49440          | \$352.63   |
| 24-232-011-0003-00 | 1885 | 5TH ST      | FEDEWA THOMAS 4124 FENNER RD MUSKEGON MI 49445            | \$796.25   |
| 24-232-011-0007-00 | 1919 | 5TH ST      | BROWN DENISE E 1919 5TH ST MUSKEGON MI 49441              | \$796.25   |
| 24-232-011-0008-00 | 1918 | COMMERCE S  | ROBINSON MILDRED 1918 COMMERCE ST MUSKEGON MI 49441       | \$113.75   |
| 24-232-011-0009-00 | 1910 | COMMERCE S  | LINDSAY KATHY J 1910 COMMERCE ST MUSKEGON MI 49441        | \$455.00   |
| 24-232-011-0011-00 | 1894 | COMMERCE S  | HESKETT CHARLES 1894 COMMERCE ST MUSKEGON MI 49441        | \$113.75   |
| 24-232-011-0012-00 | 1888 | COMMERCE S  | STAELENS CHAD A 1888 COMMERCE ST MUSKEGON MI 49442        | \$113.75   |
| 24-232-012-0001-00 | 185  | LAKETON AVE | BLAIS KAREN L TRU 19049 ELIZABETH CT SPRING LAKE MI 49456 | \$6,749.31 |

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HEARING DATE

OCTOBER 28, 2003

## SIDEWALK 2003 RESIDENTIAL

## SPECIAL ASSESSMENT ROLL

| PARCEL             | @    | OWNER      | MAILING ADDRESS                                        | TOTAL      |
|--------------------|------|------------|--------------------------------------------------------|------------|
| 24-232-012-0009-00 | 1848 | COMMERCE S | CHAMBERS BENIKA 1848 COMMERCE ST MUSKEGON MI 49441     | \$445.00   |
| 24-232-012-0010-00 | 1840 | COMMERCE S | BLAIS THOMAS J 19049 ELIZABETH CT SPRING LAKE MI 49456 | \$113.75   |
| 24-232-012-0011-00 | 1828 | COMMERCE S | PREDKO STANLEY 1828 COMMERCE ST MUSKEGON MI 49441      | \$568.75   |
| 24-290-001-0003-00 | 1968 | PARK ST    | GORAJEC GEORGE 2135 LINCOLN PK DR MUSKEGON MI 49441    | \$182.00   |
| 24-290-001-0007-00 | 1988 | PARK ST    | THE BANK OF NEW Y 338 S WARMINSTER HATBORO PA 19040    | \$227.50   |
| 24-290-001-0012-00 | 1987 | 9TH ST     | STITH CAROLYN 1987 9TH ST MUSKEGON MI 49441            | \$227.50   |
| 24-290-001-0013-00 | 1981 | 9TH ST     | IWANIAC DAVID 1981 9TH ST MUSKEGON MI 49442            | \$227.50   |
| 24-290-001-0014-00 | 1963 | 9TH ST     | MUSKEGON HOUSIN 1080 TERRACE ST MUSKEGON MI 49442      | \$1,868.08 |
| 24-290-001-0015-00 | 1961 | 9TH ST     | MAST DAVID A/MAST 2361 E COLUMBIA MUSKEGON MI 49444    | \$113.75   |
| 24-290-007-0005-00 | 1980 | 9TH ST     | BROTT GEORGEANN 1980 9TH ST MUSKEGON MI 49441          | \$541.45   |
| 24-290-007-0008-00 | 1996 | 9TH ST     | CROWELL BARBARA 3004 TEMPLE ST MUSKEGON MI 49444       | \$227.50   |
| 24-290-009-0001-00 | 1957 | COMMERCE S | WEIHL RICKY/WEIHL 3675 WHITEHALL RD MUSKEGON MI 49445  | \$3,958.50 |
| 24-290-017-0007-00 | 1949 | COMMERCE   | BARTEE LINDA / GAY 1949 COMMERCE MUSKEGON MI 49441     | \$352.63   |
| 24-290-017-0008-10 | 1941 | COMMERCE S | ALEXANDER RICHAR 1941 COMMERCE ST MUSKEGON MI 49441    | \$227.50   |
| 24-290-017-0009-00 | 1937 | COMMERCE S | MC GAREY DEBORA 1937 COMMERCE ST MUSKEGON MI 49441     | \$1,759.51 |
| 24-290-018-0007-00 | 1901 | COMMERCE S | PEARSON CARLTON 1901 COMMERCE ST MUSKEGON MI 49441     | \$182.00   |
| 24-290-018-0008-00 | 1895 | COMMERCE S | LOVE RICKEY/WAND 1895 COMMERCE ST MUSKEGON MI 49441    | \$227.50   |

10/29/2003

8:51 AM

H-1557

HEARING DATE

OCTOBER 28, 2003

SIDEWALK 2003 RESIDENTIAL

SPECIAL ASSESSMENT ROLL

PARCEL

@

OWNER

MAILING ADDRESS

TOTAL

TOTALS

\$408,677.29

PLEASE NOTE: PARCELS SHOWING \$0.00 IN THE TOTAL COLUMN ARE EXEMPT

BOARD OF ASSESSORS

 10/31/03  
CLIFF TURNER, DIRECTOR, COUNTY EQUALIZATION DATE

 10-29-03  
LARRY SPATARO CITY COMMISSIONER DATE

 11-10-03  
STEVE WARRINGTON CITY COMMISSIONER DATE

October 24, 2003

City of Muskegon  
933 Terrace Street  
POBox 536  
Muskegon, MI 49443-0536



Attention: Public Hearing  
10/28/03  
Special Assessment

RE: Public Hearing  
H-1557 Sidewalk Replacement Program for 2003  
Property Parcel # 24-205-425-0006-00  
1604 Jefferson Street

Dear City Commissioners:

We received the letter of October 17, 2003, identifying the cost of the sidewalk assessment for our property. The amount shown is \$3,909.26. We were shocked and appalled by this figure and must file a protest.

The announcement of this project on July 3, 2002 estimated 45 feet of sidewalk and a driveway approach. In an effort to decide to have either the city contractors perform the work or hire our own contractor, I contacted the city engineer department. I was told the cost for the city to do the work would be \$1,170.00 for the sidewalk plus \$510.00 for the driveway for a total of \$1,680.00. The two private contractors I contacted (McKinley and Thompson) both quoted a cost of \$1,100.00. As the city cost was only \$600.00 more and we knew the job would then be done properly, we opted to have the city do the project.

Now the city tells us the cost is \$3,909.26. I am absolutely outraged by this bill. It is more than twice the amount we were quoted by the city engineer office, and more than three times the amount quoted by two contractors. Obviously had we known in advance that the city would be so underhanded, we would have chosen Mr. McKinley or Mr. Thompson to do this job.

I insist that this exorbitant charge be reduced to the original quote as given by the city.

Sincerely,

Carl C. Howell  
231-722-9692



RECEIVED  
CITY OF MUSKEGON

OCT 27 2003

ENGINEERING DEPT.

October 24, 2003

Mohammed Al-Shatel, P.E.  
City Engineer  
City of Muskegon  
933 Terrace Street  
Muskegon, MI 49443



PARCEL # 24-205-438-0009-10 / 1717 Park Street

HEARING SIDEWALK REPLACEMENT H-1557

Mr. Al-Shatel,

This letter will serve as my written response regarding the sidewalk assessment for my property at 1717 Park Street in Muskegon.

I would like to be placed on the record as saying I oppose this sidewalk assessment for \$1292.66 / \$129.27 month 5% interest for 10 years.

I feel that the sidewalk replacement was not necessary and does not serve any business benefit. I purchased a run down building that had little or no tax base being paid. The road (Park Street) has been in desperate need of serious repair for many years. I have had discussions with City Manager and others about the Park Street area and the fact is the City continues to allow property owners to have buildings that have broken windows, junk sitting all over and unsafe surroundings. I feel it is in the City's best interest to promote and encourage people to invest in these old buildings. In fact, tax incentives have been offered for property owners on the other side of Laketon and my request for the area of my building was declined. This in itself makes no sense other than I bought a building on the wrong side of Laketon.

The City says they want to promote growth for new business and sidewalk repair in my opinion is something you focus on long after new life has been breathed into an area. What good does it do to have the sidewalks replaced along Park Street – to walk along run down and deserted buildings ? Broken glass, homeless people sleeping on the new bike path benches and vandalism continue to be the topic of that area.



I was against the sidewalk replacement from day one. I have spent thousands of dollars improving and cleaning up a building that was in the same shape as the neighboring buildings. For this I continue to penalize by the City while others receive tax incentives and buildings and houses in the area are unsafe and not even in condition to be sold, but the sidewalks have been replaced. This makes no business sense to me whatsoever. The improvements I have made to my building also have been met with some heavy property tax increases. Now on top of that you're asking for another 10 year / \$1292.66 assessment. Please accept this letter as my TOTAL protest against this assessment.

I continue to work very hard to grow my business in City of Muskegon, providing a tax base for buildings I own. Additionally, tax base through business taxes, my employee base pays a city tax for coming to work here. I believe the City of Muskegon needs to take a serious look at business and make it inviting to want to build and expand here. It costs more money to own property and run a business not to mention all the ordinances and rules you have to conform to.

I feel this assessment is wrong – and I appreciate you allowing me to voice my opinion.

Sincerely,

A handwritten signature in blue ink, appearing to read "Randy A. Crow", is written over the word "Sincerely,".

Randy A. Crow  
Owner

Re: Property Parcel Number:  
24-205-446-0002-60  
at 64 W. Larch Avenue

64 W. Larch  
Muskegon, Mich  
October 23, 2003

City of Muskegon  
932 Terrace Street, P.O. Box 536  
Muskegon, Michigan 49443-0536

RECEIVED  
CITY OF MUSKEGON  
OCT 24 2003

Dear Sir:

I have received the bill for the cost of the replacement of my driveway and damaged sections of my sidewalk and am in a state of shock. I have several questions: 1) I was told the cost would be about \$175. per section. Twenty-two sections were replaced. At that price it would come to \$3850.00. Add \$300.00 for the driveway and the total is \$4150.00. — not quite the \$4,100.00 quoted to me now. Why the difference? And how could they put more concrete in than they took out? Please recheck your figures.

Also, it was remarked that the sidewalks belong to the city. So why am I being charged at all for repairs to city property? This makes me most unhappy and I protest this assessment!

RECEIVED  
OCT 24 2003  
City Clerks Office

Sincerely,  
Joan E. Vandenberg

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

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

Cemetery Department  
(231)724-6783  
FAX: (231)726-5617

City Manager  
(231)724-6724  
FAX: (231)722-1214

Civil Service  
(231)724-6716  
FAX: (231)724-4405

Clerk  
(231)724-6705  
FAX: (231)724-4178

Community and  
Neigh. Services  
(231)724-6717  
FAX: (231)726-2501

Computer Info.  
Systems  
(231)724-6744  
FAX: (231)722-4301

Engineering Dept.  
(231)724-6707  
FAX: (231)727-6904

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

Fire Dept.  
(231)724-6792  
FAX: (231)724-6985

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

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

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

Mayor's Office  
(231)724-6701  
FAX: (231)722-1214

Planning/Zoning  
(231)724-6702  
FAX: (231)724-6790

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

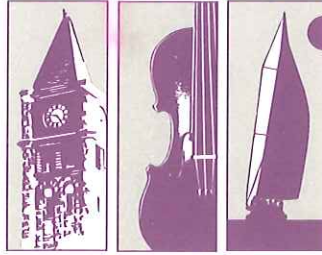
Public Works Dept.  
(231)724-4100  
FAX: (231)722-4188

Treasurer's Office  
(231)724-6720  
FAX: (231)724-6768

Water Billing Dept.  
(231)724-6718  
FAX: (231)724-6768

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

# MUSKEGON



West Michigan's Shoreline City

October 17, 2003

OLIVER VERA D  
295 W SUMMIT AVE  
MUSKEGON, MI 49444

240

I object  
Vera Oliver

Property Parcel Number: 24-205-407-0014-00 at 1433.07TH ST

## NOTICE OF HEARING TO CONFIRM SPECIAL ASSESSMENT ROLL

Dear Property Owner:

The Muskegon City Commission has previously approved the project described below and will now consider final confirmation of the special assessment roll:

H-1557 Sidewalk Replacement Program for 2003

### Public Hearings

A public confirmation hearing will be held in the City of Muskegon Commission Chambers on Tuesday, October 28th, 2003 at 5:30 P.M. You are entitled to appear at this hearing, either in person, by agent or in writing to express your opinion, approval, or objection concerning the special assessment. Written appearances or objections must be made at or prior to the hearing.

YOU ARE HEREBY NOTIFIED THAT YOU HAVE THE RIGHT TO PROTEST YOUR ASSESSMENT EITHER IN WRITING OR IN PERSON AT THE HEARING. ALSO, IF THE SPECIAL ASSESSMENT IS CONFIRMED ON OCTOBER 28th, 2003, YOU WILL HAVE THIRTY (30) DAYS FROM THE DATE OF THE CONFIRMATION TO FILE A WRITTEN APPEAL WITH THE MICHIGAN TAX TRIBUNAL (517-334-6521). HOWEVER, UNLESS YOU PROTEST AT THIS HEARING EITHER IN WRITING OR BY AGENT, OR IN WRITING BEFORE OR AT THE HEARING, YOUR RIGHT TO APPEAL TO THE MICHIGAN TAX TRIBUNAL WILL BE LOST.

### Costs

The total cost of the project will be paid by special assessment to property owners. If the special assessment is confirmed, your property will be assessed \$2733.17 for the work performed. Following are the terms of the special assessment:

Assessment Period: Ten (10) Years

Interest Rate: 5.00%

First installment \$273.32 per year

Due Date: December 29<sup>th</sup>, 2003

NO



## MEMORANDUM

To: Mayor & City Commissioners

CC: Bryon Mazade, City Manager

From: Mohammed Al-Shatel, City Engineer *msA*

Date: 10/28/03

Re: Special Assessment Roll for 2003 Sidewalk

---

The following changes have been made to the proposed special assessment roll you have;

- 1- 1435 Park St. (24-205-417-0001-20) was added for a total of 380 ft<sup>2</sup> @ a total cost of \$1,729. The addition of this parcel was due to an error while reading the parcel number which resulted in adding all the work to 1499 Park.
- 2- Reduce the assessment against 1499 to \$170.63 (37.5 ft<sup>2</sup>) as a result of the above correction.
- 3- Reduced the assessment against 143 Southern (24-205-426-0012-00) by \$25.51. this reduction is due to ambiguity in the location of the property line. therefore, this parcel would be assessed \$1,220.98.
- 4- Added 447 Southern (24-205-430-0001-10) with a total assessment of \$500.50 to the roll and removed 457 Southern (24-205-430-0001-00) from the roll. The assessment was added to 457 by mistake.
- 5- Added 409 Forest (24-205-439-0001-20) with a total assessment of \$455.00 to the roll and removed 421 Forest (24-205-439-0001-00) from the roll. The assessment was added to 421 by mistake.
- 6- Added 1648 Sanford (24-205-4444-0003-10) with a total assessment of \$674.97 to the roll and removed 1640 Sanford (24-205-444-0003-00) from the roll. The assessment was added to 1640 by mistake.
- 7- Removed 1770 Sixth street (24-205-462-0006-00) from the proposed roll. The work was necessary due to Laketon project work.
- 8- Removed 1932 Jefferson (24-232-004-0018-00) from the proposed roll.

- 9- Added 1949 Commerce (24-290-017-0007-00) with a total assessment of \$352.63 to the roll and removed 239 Holbrook (24-290-017-0008-00) from the roll. The assessment was added to 239 Holbrook by mistake

It is respectfully requested that the deadline for protesting the proposed roll be extended until Friday Nov. 7<sup>th</sup>, 2003 to those that have been added to the roll to fulfill the 10-days notice requirement. The extension is necessary for those that don't express their views at tonight's hearing thereby reserving their rights before the Michigan Tax Tribunal.

Every effort was made to contact each and every property owners impacted by the above revisions.

October 28, 2003.

Henrik Ahlren  
Charlotta Ahlren  
1832 Cherry St.  
Muskegon, MI 49441

The Muskegon City Commission  
City of Muskegon,  
933 Terrace St.  
P.O. Box 536  
Muskegon, MI 49443



Dear Muskegon City Commission.

We would like to protest the assessment regarding the sidewalk replacement program for 2003. The concrete drive approach that the city added was against our will. We checked with the Engineering office when the makings were put down and we were told that we did not have an option, the concrete drive were to be put in regardless of our opinion.

There were NO driveway there before and we found it un-necessary to add one. In addition, the city removed the concrete curb to be able to do the driveway in the first place. We have a large parking area in the back (concrete slab) with access from the ally and were not planning on using a front access since we did not intend to make a parking space in front of the house.

No correspondence/information were sent from the city regarding the plans and/or what options we had. We find it very disturbing to be forced into an expensive assessment like this one without the slightest chance to voice our opinion prior to the start of the work.

Sincerely,

Henrik and Charlotta Ahlren

Affirmative Action  
(231)724-5753  
FAX: (231)722-1214

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

Cemetery Department  
(231)724-6783  
FAX: (231)726-5617

City Manager  
(231)724-6724  
FAX: (231)722-1214

Civil Service  
(231)724-6716  
FAX: (231)724-4405

Clerk  
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FAX: (231)724-4178

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Neigh. Services  
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Leisure Services  
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FAX: (231)724-1196

Mayer's Office  
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Planning/Zoning  
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Water Billing Dept.  
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FAX: (231)724-6768

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

October 17, 2003

AHLREN HENRIK/CHARLOTTA  
1832 CHERRY ST  
MUSKEGON, MI 49441

Property Parcel Number: 24-205-405-0015-00 at 1450.06TH ST

# MUSKEGON



West Michigan's Shoreline City

Page 2 of 3

## NOTICE OF HEARING TO CONFIRM SPECIAL ASSESSMENT ROLL

Dear Property Owner:

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H-1557 Sidewalk Replacement Program for 2003

### Public Hearings

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### Costs

The total cost of the project will be paid by special assessment to property owners. If the special assessment is confirmed, your property will be assessed \$1855.62 for the work performed. Following are the terms of the special assessment:

Assessment Period: Ten (10) Years

Interest Rate: 5.00%

First installment \$185.56 per year

Due Date: December 29<sup>th</sup>, 2003

NO

City of Muskegon, 933 Terrace Street, P.O. Box 536, Muskegon, MI 49443-0536  
[www.shorelinecity.com](http://www.shorelinecity.com)

## **SIDEWALK REPLACEMENT PROGRAM FOR 2003 DETAILS BY PARCEL NUMBER**

**PARCEL NUMBER** 24-205-405-0015-00 299  
**FOR PROPERTY ADDRESS** 1450 6TH ST

**OWNERS NAME:** AHLREN HENRIK/CHARLOTTA  
**OWNERS ADDRESS** 1832 CHERRY ST  
**OWNERS CITY** MUSKEGON **OWNERS STATE** MI  
**OWNERS ZIPCODE** 49441

---

|                                          |                                     |                  |
|------------------------------------------|-------------------------------------|------------------|
| <b>CONCRETE CURB</b>                     | <b>0 L.F @ \$20.15/L.F</b>          | <b>\$0</b>       |
| <b>CONCRETE DRIVE APPROACH</b>           | <b>19.09 S.YD. @ \$33.58/ S.YD.</b> | <b>\$641.04</b>  |
| <b>CONCRETE DRIVE APPROACH (REMOVAL)</b> | <b>0 S.YD. @\$11.19/ S.YD.</b>      | <b>\$0</b>       |
| <b>REMOVE CONCRETE CURB</b>              | <b>15 L.F @ \$11.19/L.F.</b>        |                  |
| <b>\$167.85</b>                          |                                     |                  |
| <b>CONCRETE SIDEWALK</b>                 | <b>230.05 S.F. @ \$4.55/S.F.</b>    | <b>\$1046.73</b> |

**TOTAL FOR THIS PARCEL \$1855.62**

**Commission Meeting Date: October 28, 2003**

**Date: October 20, 2003**  
**To: Honorable Mayor and City Commissioners**  
**From: Planning & Economic Development**  
**RE: Rezoning request for property located at 888 Terrace St.**

---

**SUMMARY OF REQUEST:**

Request to rezone property owned by Hage's, located at 888 Terrace St., from B-3, Central Business to B-5, Governmental Service.

**FINANCIAL IMPACT:**

None

**BUDGET ACTION REQUIRED:**

None

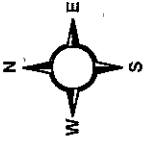
**STAFF RECOMMENDATION:**

Staff recommends approval of the request.

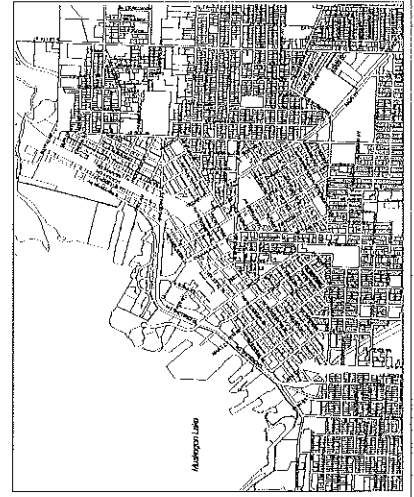
**COMMITTEE RECOMMENDATION:**

The Planning Commission recommended approval of the request at their 10/16 meeting. The vote was unanimous with J. Aslakson and T. Harryman absent and T. Johnson abstaining.

# City of Muskegon Planning Commission Case #2003-40



-  = Subject Property(ies)
-  = Notice Area
- B-3 = Central Business
- B-4 = General Business
- B-5 = Governmental Service



**Staff Report [EXCERPT]**  
**CITY OF MUSKEGON**  
**PLANNING COMMISSION**  
**REGULAR MEETING**  
October 16, 2003

---

**Hearing; Case 2003-40: Request to rezone the property located at 888 Terrace St. from B-3, Central Business to B-5, Governmental Services, by Visiting Nurse Services, Inc.**

**BACKGROUND**

Applicant: Visiting Nurse Services, Inc.

Address/Location of Subject Property: 888 Terrace St.

Current Zoning: B-3, Central Business

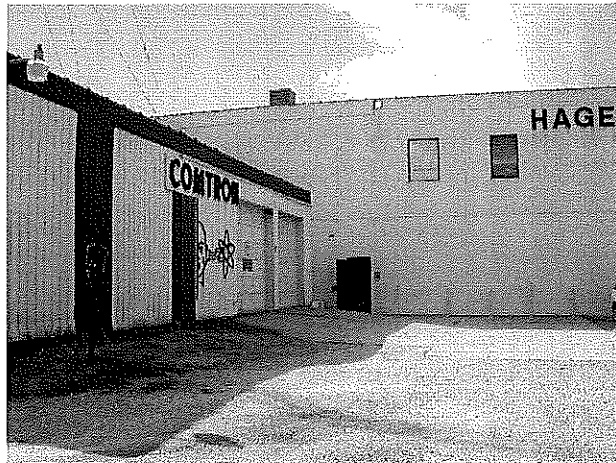
Proposed Zoning: B-5, Governmental Services

**STAFF OBSERVATIONS**

1. This request is related to the previous request and has been made by Visiting Nurse Services, Inc. in order to allow them to locate a hospice care assisted living facility in the former Hage's building. This request is based on the previous request to add assisted living facilities into the B-5 district being approved by the City Commission.
2. The subject property is located at the corner of Terrace St. and Webster Ave. and contains the former Hage's.
3. The Future Land Use Map shows the subject parcel to be "Downtown/Lakeshore Redevelopment Area".
4. The Downtown/Lakeshore Redevelopment Plan states:
  - ◆ The fourth area is the Service Center, which gives a home for community, even region-wide services and functions. Government facilities already have a distinct and positive influence on this area, and this should continue. City and County government is well represented, and state and federal government investment should be encouraged. The recent movement of the County government into the former Baker College campus is an excellent means of continuing to develop and enhance this Center. Other office and professional uses should be encouraged. Several important law firms reside in this area and similar professional activities should continue to find a home. Sensitive retail and commercial development should be encouraged, especially along the major streets. Such uses provide a transition between the surrounding residential neighborhoods and the other developing GEMS. As the Service Center further develops, linkages between the other Centers should be increased. Note that the Service Center often acts as a gateway to the Downtown. Besides for providing an beneficial home for professional, government and commercial activities, this Center functions as an important transition zone into the newly enhancing Downtown.
5. The Plan speaks to the former Baker College campus (now Muskegon County South Campus) regarding recommendations for potential uses on that site:
  - ◆ Primary use of the facility and site should be office in orientation, as opposed to residential (individual or congregate housing whether short or long term), penal, or medical. While the City recognizes a need for such facilities, it has its fair share based on metro population, and should avoid future concentrations to help promote the Downtown's diversity and viability.
6. The Master Plan recommends for this area:

- ◆ Land uses within the Service Center are largely associated with, or influenced by the County Building and Baker College campus, and City Hall. All future development should compliment these uses.
- 7. Staff is hesitant to rezone any of the Central Business District to any other zoning classification. This block is adjacent to existing B-5 zoning, but the Hage's property is not directly adjacent. Rezoning just this one parcel will create one B-5 parcel in the middle of a B-3 block. If the Planning and City Commissions are inclined to grant this request, staff would recommend that the rest of this block be looked at for rezoning to B-5 as well in order to create one contiguous B-5 zone.
- 8. The main difference between the B-3 and B-5 zoning districts, as regarding the current request is that the B-3 district does not allow any form of residential use, other than accessory apartments above a commercial or retail property. The B-5 district does include residential types of uses including single and multi-family, youth homes and secure correctional facilities.
- 9. Staff has received one phone call, from Jerry Horne, owner of 20 W. Muskegon Ave. He is not opposed to the rezoning and says that it will be a better use than what is there now.

## PHOTOS



## ORDINANCE EXCERPTS

### ARTICLE XII - B-3 CENTRAL BUSINESS DISTRICT

#### PREAMBLE

The City of Muskegon B-3 Central Business District is designed and intended to provide for and regulate land and building uses so as to continue to create a shopping, living, cultural, governmental, office, heritage, and institutional focal point for the City of Muskegon and the Muskegon Area. The District is designed to provide flexibility to encourage a diversity of uses, yet provide regulatory standards to create and maintain a safe and aesthetic environment.

#### SECTION 1200: PRINCIPAL USES PERMITTED

In the B-3 Central 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 provided in this Ordinance.

1. Retail sales of new merchandise provided that all sales are made from a completely enclosed building except that this section shall not prohibit the sales of antique collector items, this section shall prohibit the operation of a store whose primary sales are previously used products, except as further regulated.
2. Professional and personal services of any type where any repair work done on the premises is incidental to the service rendered.

3. Banks, including those with drive-in windows, and other financial institutions.
4. Restaurants and cocktail lounges.
5. Business schools, or private schools operated for profit. Examples of private schools permitted herein include, but are not limited to, the following: dance schools, music and voice schools, and art studios.
6. Offices of business, government, and the professions.
7. Hotels and motels.
8. Indoor theaters.
9. Residential uses as part of a building in this business zone shall be allowed upon issuance of Certificate of Occupancy from the Department of Inspections, but provided that the minimum lot requirements of the RM-3 District are met.
10. Accessory buildings and accessory uses customarily incidental to the above Principal Uses Permitted.
11. Uses similar to the above Uses Permitted.

#### SECTION 1201: 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.

1. Automobile service stations for the sale of gasoline, oil, and minor repair, not including major repair such as engine rebuilding, undercoating, and similar industrially oriented activities and subject further to the following:  
...
2. Amusements and recreational facilities, including bowling alleys and skating rinks.
3. Commercial parking lots and parking structures.
4. Churches and other facilities normally incidental thereto subject to the following conditions:  
...
5. Specialized adult educational programs, under the following conditions: [amended 1/02]  
...
6. Live music concert halls, under the following conditions: [amended 8/02]  
...
7. Accessory buildings and accessory uses customarily incidental to the above Special Land Uses Permitted.
8. Uses similar to the above Special Land Uses Permitted.

#### SECTION 1202: PLANNED UNIT DEVELOPMENTS

...

#### SECTION 1203: AREA AND BULK REQUIREMENTS [amended 4/00]

...

### **B-5 CENTRAL GOVERNMENTAL SERVICE DISTRICT**

## PREAMBLE

The B-5 Central Governmental Services District is designed to provide for a wide variety of uses associated with county and city governmental services, businesses and residential uses appropriate for the downtown area. The Central Governmental Service District recognizes the city's multiple roles as the county seat, employment center, the urban core of a larger metropolitan area and home of historic, stable neighborhoods.

## SECTION 1304. PRINCIPAL USES PERMITTED:

In the B-5 Central Governmental Services 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 in this Ordinance:

1. Municipal, county and state administrative offices.
2. Municipal fire stations.
3. Sheriff or police department offices and facilities, not including jail or correctional facilities.
4. Community centers.
5. Retail businesses which supply retail foods, drugs, dry goods, appliances, notions, books, newspapers, gifts, furniture, hardware or similar retail businesses, not including "adult" or sexually oriented businesses.
6. Professional and business offices including medical clinics.
7. Banks, with or without drive-in facilities.
8. An Adult Foster Care Facility for any number of people.
9. Child care or day care center.
10. Residential apartments associated with or accessory to a permitted use provided the residential use is not on the main floor and constitutes no more than 50% of the total floor area of the principal structure.
11. Expansion of an existing secure correctional facility operated by the Muskegon County Sheriff's Department.
12. Restaurants and cocktail lounges.
13. Accessory buildings and accessory uses customarily incidental to the above Principal Uses Permitted.
14. Single family detached dwellings.

## SECTION 1305: PROHIBITED USES

All uses not specifically permitted are prohibited. However, certain uses, which may seem otherwise compatible with permitted uses or special uses listed in this Article, are deemed by the city to be particularly unacceptable:

1. Halfway houses or other unsecured facilities for parolees or persons serving any criminal sentence, probation or parole violation, including privately owned and operated facilities, or similar facilities which house persons in a building under the jurisdiction of, or (if State law does not preempt), operated by, the Michigan Department of Corrections; similar unsecured facilities operated by or under the jurisdiction of the Sheriff's Department or the Courts.
2. Any unsecured facilities for the holding or residence of juvenile or youthful offenders subject to the Juvenile Division of Probate Court, or the Family Court.
3. Outdoor storage, warehouses, garages, except for garages which are deemed by the zoning administrator or Zoning Board of Appeals to constitute accessory structures to permitted or previously approved special uses.

## SECTION 1306: SPECIAL LAND USES

The following uses, and their accessory buildings and accessory uses, shall be permitted as special uses under Section 2332 after review and approval of the use (and a site plan) by the Planning Commission, after Public Hearing, subject to the applicable conditions imposed by the Planning Commission.

1. Correctional facilities provided:
  - a. The facility meets national, state, and local codes and design criteria for correctional facilities including, without limitation, construction and security requirements.
  - b. The facility is secure, "lock-up," and operated by the County Sheriff's Department or City of Muskegon Police Department.
  - c. The facility shall be screened from residential uses, using materials and fencing compatible with residential uses and practice.
  - d. Lighting, access and security devices shall be located and screened to avoid negative effects on, and achieve compatibility with, surrounding and adjacent uses and properties.
  - e. Facilities for transportation of prisoners must be located inside the secured areas of the building.
2. Youth homes provided the facility meets the same requirements as a Secured Correctional facility approved as a special use in this District.
3. Parking Structures.
4. Multiple family residential uses.
5. Temporary uses, which shall be applied for and utilized in accordance with reasonable special conditions limiting the duration of the use. Such conditions may include, without limitation, imposition of the time limit for the use, the requirement of dismantling, restoration of improvements to their former configurations, consent to and execution of documents giving unconditional rights of entry to the city to carry out eviction, dismantling and restoration activities and the requirement of bonding or other security to assure the discontinuance and structural changes needed or appropriate in the judgment of the Planning Commission to terminate the use. Temporary uses may include, in the sole discretion of the Planning Commission, uses which are not permitted uses or special uses enumerated in this Ordinance, as well as permitted and special uses in this district. The Planning Commission may determine to limit the duration of any special use under consideration in accordance with this paragraph.

[Original SECTION 1307 (Signs) was REPEALED in 10/98]

#### SECTION 1307: PLANNED UNIT DEVELOPMENTS

...

#### SECTION 1309: AREA AND BULK REQUIREMENTS [amended 4/00]

...

### **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**.
7. Is the proposed zoning change a “**Spot Zone**”?
  - a. Is the parcel **small in size relative to its surroundings**?
  - b. Would the zoning change allow uses that are **inconsistent with those allowed in the vicinity**?
  - c. Would the zoning change confer a **benefit to the property owner** that is **not generally available to other properties** in the area?
  - d. A spot zone is **appropriate if it complies with the Master Plan**.

CITY OF MUSKEGON

MUSKEGON COUNTY, MICHIGAN

ORDINANCE NO. 2115

**An ordinance to amend the zoning map of the City to provide for a zone change for certain property from B-3 "Central Business" to B-5 "Governmental Service"**

THE CITY COMMISSION OF THE CITY OF MUSKEGON HEREBY ORDAINS:

The zoning map of the City of Muskegon is hereby amended to change the zoning of the following described property from B-3 "Central Business" to B-5 "Governmental Service":

CITY OF MUSKEGON REVISED PLAT OF 1903 W 60 FEET LOT 9 & ALL LOT 10 BLK 187

ALSO,

CITY OF MUSKEGON REVISED PLAT OF 1903 LOTS 11 TO 15 INCL, NLY 7 FT OF LOT 16 AND NLY 53 FT OF LOT 17 BLOCK 187

This ordinance adopted:

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

Nays: None

Adoption Date: October 28, 2003

Effective Date: November 16, 2003

First Reading: October 28, 2003

Second Reading: N/A

CITY OF MUSKEGON

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

CERTIFICATE (Rezoning of 888 Terrace St. from B-3 to B-5)

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 28<sup>th</sup> day of October, 2003, 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: 10-28, 2003.

  
Gail A. Kunderger, MMC  
Clerk, City of Muskegon

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

## CITY OF MUSKEGON

### NOTICE OF ADOPTION

Please take notice that on October 28, 2003, the City Commission of the City of Muskegon adopted an ordinance amending the zoning map to provide for the change of zoning of the following property from B-3 "Central Business" to B-5 "Governmental Service":

CITY OF MUSKEGON REVISED PLAT OF 1903 W 60 FEET LOT 9 & ALL LOT 10 BLK 187 ALSO, CITY OF MUSKEGON REVISED PLAT OF 1903 LOTS 11 TO 15 INCL, NLY 7 FT OF LOT 16 AND NLY 53 FT OF LOT 17 BLOCK 187

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 November 6, 2003

CITY OF MUSKEGON

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

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

Account No. 101-80400-5354

**Commission Meeting Date: October 28, 2003**

*tabled*

**Date: October 21, 2003**  
**To: Honorable Mayor & City Commission**  
**From: Planning & Economic Development Department**  
**RE: Request to Withdraw Reverter Language from  
Deed for Property at 407 W. Webster**

---

SUMMARY OF REQUEST: The attorney for Thomas Russo, who purchased 407 W. Webster from the City, is requesting that the City withdraw the reverter language contained in the Purchase Agreement, dated February 16, 1998. The reverter language was included in Section 8 of the Purchase Agreement, and required that the purchaser make improvements to the premises within 18 months, that the owner or subsequent owners occupy the premises as owner-occupants for a period of at least 10 years, and that if the property is used as a rental property during the 10 year period, the City has the right to quit claim deed the property from the Buyer. The attorney for Mr. Russo is requesting that the "City release the Russo's and the Russos' perspective successors in interest from the effects of the reverter language" (see attached letter). Apparently, the Russo's are in the process of selling the property, and they are being told by the perspective purchasers that they are unable to obtain mortgage financing with the reverter language present. Staff recommends that the reverter language be kept as it is. The City has included reverter language in the sale of it's properties for several years, and has not had a problem with other properties. In addition, the specific area where 407 W. Webster is located is one where the City has sold several properties, with the express intent that they be owner-occupied. It would be a disservice to the other property owners to change this condition at this time.

FINANCIAL IMPACT: None.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: To deny the request from Mr. Russo's attorney to change the reverter clause language on their deed/purchase agreement and release the Russos and their perspective successors in the interest from the effects of the reverter language. Staff is willing, however, to meet with any financial institution to explain our program for infill, and the reasons for the reverter clause (and staff has informed Mr. Russo and his attorney of this offer).

**PARMENTER O'TOOLE**

*Attorneys at Law*

175 West Apple Avenue ■ P.O. Box 786 ■ Muskegon, Michigan 49443-0786  
Phone 231.722.1621 ■ Fax 231.722.7866 or 231.728.2206  
[www.Parmenterlaw.com](http://www.Parmenterlaw.com)

RECEIVED

OCT 15 2003

CITY OF MUSKEGON  
PLANNING DEPARTMENT

October 15, 2003

Cathy Brubaker-Clarke  
Planning Department  
City of Muskegon  
933 Terrace Street  
P.O. Box 536  
Muskegon, MI 49443-0536

**Re: Thomas and Rebecca Russo/407 W. Webster**

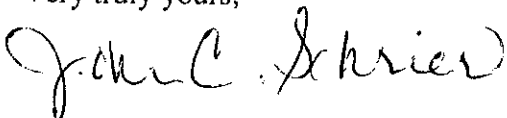
Dear Ms. Clarke:

Enclosed please find correspondence from Ed Wasiura dated October 9, 2003. Mr. and Mrs. Russo have previously been part of a conversation that I believe both you and I have had, and Bryon Mazade and I have had.

The essence of Mr. and Mrs. Russo's complaint is the City Commission requirement that the house be owner occupied for ten years. According to Mr. and Mrs. Russo this requirement makes it difficult and/or impossible for Mr. and Mrs. Russo to sell the house. The essential question for the City Commission is whether requiring this property, and other similarly situated properties, to be owner occupied. I will let you make an assessment as to what the staff's recommendation will be and how you would like to proceed with the request.

If you would like any further information, please feel free to contact me.

Very truly yours,



John C. Schrier  
Direct: 231.722.5401  
Fax: 231.728.2206  
E-Mail Address: [jcs@parmenterlaw.com](mailto:jcs@parmenterlaw.com)

Enclosure

c Bryon Mazade

KNUDSEN, WASIURA & ASSOCIATES, P.C.  
ATTORNEYS AT LAW  
ONE EAST APPLE AVENUE, SUITE C  
P.O. BOX 976  
MUSKEGON, MICHIGAN 49443-0976

HARRY J. KNUDSEN  
EDWARD E. WASIURA

TELEPHONE:  
231/722-7755  
FAX 722-7399

October 9, 2003

Mr. John C. Schrier  
Parmenter O'Toole  
175 W. Apple Avenue  
P.O. Box 786  
Muskegon, MI 49443-0786

Re: *Thomas Russo/407 W. Webster, Muskegon, Michigan*

Dear John:

I am sending you this letter to reiterate our previous telephone conversations regarding the above-referenced matter. I represent Thomas and Rebecca Russo.

My clients are the owners of the home at 407 W. Webster and acquired that property by a Quit Claim Deed from the City of Muskegon dated February 20, 1998.

As you are aware, the deed contains reverter language tied to a requirement that the Grantees and any successors occupy the subject property as owners for a period of ten years after the date of the deed. Mr. & Mrs. Russo wish to sell the property to a lady named Judy B. Howell. Unfortunately, Judy B. Howell is unable to obtain mortgage financing to purchase the property because of the presence of the reverter language in the deed.

As a practical matter, it is my opinion that no lender is going to provide money to finance the purchase of the house on Webster so long as the reverter language remains in place. In effect, for practical and intents and purposes this means that Mr. & Mrs. Russo will not be able to sell the house until the ten year period has expired.

Mrs. Howell has informed my clients that it is her intention to occupy the house as an owner as she is very interested in living at the 407 W. Webster location. I am therefore requesting that the City reconsider its position regarding the reverter language

and that the City release the Russos and the Russos' perspective successors in interest from the effects of the reverter language.

After consultation with the relevant City authorities please advise me accordingly. If you have any questions regarding this matter or if I can provide you with any other information please do not hesitate to call me.

Cordially,

A handwritten signature in dark ink, appearing to read "Edward E. Wasiura". The signature is written in a cursive style with some loops and flourishes.

Edward E. Wasiura

EEW/jah

cc: Tom & Rebecca Russo

**Commission Meeting Date: October 28, 2003**

**Date: October 20, 2003**  
**To: Honorable Mayor & City Commission**  
**From: Planning & Economic Development Department**  
**RE: Special Assessment Consent Agreement- Edison Landing**

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**SUMMARY OF REQUEST:** The City of Muskegon received a CMI Waterfront Grant for construction of infrastructure on the Edison Landing site. As anticipated, the grant funds are insufficient to construct the infrastructure. Lakefront LLC, the owner of the property, has agreed to finance the remainder of the infrastructure costs through a consent special assessment. It is necessary for the City Commission to approve the necessary agreements.

**FINANCIAL IMPACT:** The City will advance the necessary funds for the infrastructure and will be reimbursed through the advance payments from Lakefront LLC, as well as special assessment payments.

**BUDGET ACTION REQUIRED:** None.

**STAFF RECOMMENDATION:** That the City Commission approve the Special Assessment Consent Agreement, the Resolution and the Special Assessment Roll By Consent (all attached).

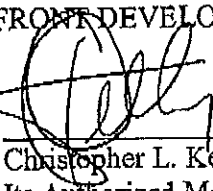
**COMMITTEE RECOMMENDATION:** None.

**NOTICE OF SPECIAL ASSESSMENT**

Christopher L. Kelly, being duly sworn, says that he is a Member of Lakefront Development, LLC, of 175 W. Apple Avenue, Muskegon, Michigan 49440, that he has been duly authorized to execute and deliver this Notice and that Lakefront Development, LLC has executed and delivered to the City of Muskegon, of 933 Terrace Street, Muskegon, Michigan 49442, a certain Special Assessment Consent Agreement (the "Agreement") pursuant to which Lakefront Development, LLC consented to the establishment of a special assessment district, known as the "Lakefront Special Assessment District No. 1 (the "District")", comprised of Units A, B, D, E, F, G, H, I, J, K, L, M, N, O and P (the "Units") of Muskegon Lakeshore Smartzone, being Muskegon Condominium Subdivision #100, Muskegon County, Michigan. Pursuant to the Agreement, the City of Muskegon has prepared and confirmed a special assessment roll with respect to the District. The special assessment has been imposed as a lien on the Units, which lien is superior to all other liens and encumbrances on the Units. The assessment amounts and other terms and conditions regarding such special assessment are on file with the City Treasurer of the City of Muskegon.

Dated: October 29, 2003

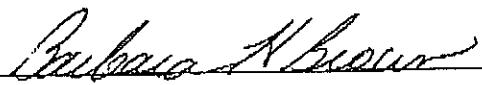
LAKEFRONT DEVELOPMENT, LLC

By: 

Christopher L. Kelly  
Its Authorized Member

STATE OF MICHIGAN     )  
                                  ) ss.  
COUNTY OF MUSKEGON )

The foregoing instrument was acknowledged before me this 29th day of October, 2003, by Christopher L. Kelly, an Authorized Member of Lakefront Development, LLC, a Michigan limited liability company, on behalf of the company.

  
Barbara H. Brown, Ottawa County Acting as  
Notary Public, in Muskegon County, MI  
My Commission Expires: April 10, 2005

Prepared by/Return to:

Arthur C. Spalding

Rhoades McKee

161 Ottawa Avenue, N.W., Suite 600

Grand Rapids, MI 49503

**RESOLUTION NO. 2003-87(c)**

## Recital

## LAKEFRONT SPECIAL ASSESSMENT DISTRICT NO. 1

### CERTIFICATE OF BOARD OF ASSESSORS

The undersigned, having been appointed as the Board of Assessors to review the Special Assessment Roll for the Lakefront Special Assessment District No. 1, find as follows:

1. The amount and the terms of the special assessment have been adopted by the City Commission by written agreement with the property owner assessed.
2. The Special Assessment Roll has been confirmed with the written consent of Lakefront Development, L.L.C., the property owner assessed.
3. The Lien established by the Special Assessment may be discharged with respect to individual condominium units in accordance with an allocation set forth in the Special Assessment Consent Agreement executed by Lakefront Development, L.L.C., the property owner assessed.
4. The proposed allocation of the Special Assessment Amount to condominium units is reasonable and reflects the benefits to each unit.

**THEREFORE**, the Board of Assessors hereby certifies that the roll is accurate and reflects the benefits to each unit on the lands assessed.

Dated: December 5, 2003

BOARD OF ASSESSORS:

Bill Lauer

Clara Shepherd

Robert A. [Signature]

## RESOLUTION

The undersigned being all of the Members of Lakefront Development, LLC hereby adopt, approve, and consent to the execution and delivery of the Special Assessment Consent Agreement, a copy of which is attached hereto, and authorize and direct Christopher L. Kelly, as the Authorized Member of Lakefront Development, LLC, to execute such Agreement and other documents and notices as are incident thereto and to deliver the same to the City of Muskegon.

Dated: October 28, 2003

*Angela Lynn Duggins*  
*Jeffrey A. Duggins*  
*Christopher L. Kelly*  
*By: W. J. Kelly*  
*Keith L. Kelly*  
*Keith L. Kelly*  
*W. J. Kelly*  
*Scott R. Kelly*  
*John R. Kelly*  
*John R. Kelly*  
*John R. Kelly*  
*John R. Kelly*  
*John R. Kelly*  
*John R. Kelly*  
*John R. Kelly*

## LAKEFRONT SPECIAL ASSESSMENT DISTRICT NO. 1

### SPECIAL ASSESSMENT ROLL BY CONSENT

The City of Muskegon hereby establishes and confirms the following special assessment roll, for the improvements to be constructed and installed in the Muskegon Lakeshore Smartzone, a site condominium, including street, sanitary sewer, water, storm sewer and other infrastructure, as determined in accordance with a Special Assessment Consent Agreement between the City and Lakefront Development, L.L.C., the owner of the lands being assessed (the "Consent Agreement").

### SPECIAL ASSESSMENT ROLL

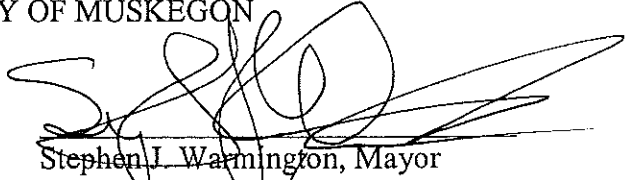
| <u>Party to be Assessed</u>                      | <u>Unit to be Assessed</u> | <u>Amount of Assessment</u> |
|--------------------------------------------------|----------------------------|-----------------------------|
| Lakefront Development, L.L.C. as to<br>all Units | A                          | \$134,400.                  |
|                                                  | B                          | 103,600.                    |
|                                                  | D                          | 89,600.                     |
|                                                  | E                          | 89,600.                     |
|                                                  | F                          | 29,400.                     |
|                                                  | G                          | 89,600.                     |
|                                                  | H                          | 105,000.                    |
|                                                  | I                          | 105,000.                    |
|                                                  | J                          | 81,200.                     |
|                                                  | K                          | 81,200.                     |
|                                                  | L                          | 37,800.                     |
|                                                  | M                          | 37,800.                     |
|                                                  | N                          | 119,000.                    |
|                                                  | O                          | 252,000.                    |
|                                                  | P                          | <u>44,800.</u>              |
|                                                  | Total                      | 1,400,000.                  |

Payment Schedule: To be paid in accordance with the terms and provisions set forth in the Consent Agreement between the City and Lakefront Development, L.L.C.

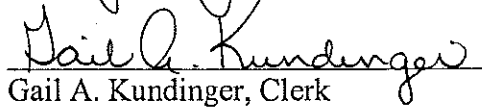
Dated: October \_\_, 2003

CITY OF MUSKEGON

By:

  
Stephen J. Warmington, Mayor

By:

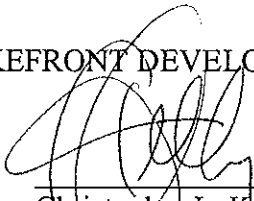
  
Gail A. Kunding, Clerk

Lakefront Development, L.L.C. consents to the confirmation of the foregoing Special Assessment Roll for the installation and construction of the Infrastructure referred to in the Special Assessment Consent Agreement.

Dated: October 16, 2003

LAKEFRONT DEVELOPMENT, L.L.C.

By:

  
\_\_\_\_\_  
Christopher L. Kelly  
Its Authorized Member

## **SPECIAL ASSESSMENT CONSENT AGREEMENT**

This Special Assessment Consent Agreement between Lakefront Development, L.L.C. ("Lakefront") and the City of Muskegon ("City") is effective as of July 1, 2003.

### **RECITALS**

1. The parties executed a Development Agreement effective as of February 27, 2001 ("Development Agreement"), which Development Agreement provided for the purchase of certain lands by Lakefront (the "Development Property"). The Development Property has been purchased by Lakefront and established as a site condominium known as Muskegon Lakeshore Smartzone, according to the terms and conditions of the Master Deed recorded with the Muskegon County Register of Deeds on October 11, 2002, at Liber 3503, beginning at page 491 (the "Master Deed"), and also known as Condominium Subdivision #100. The Master Deed identified 16 condominium units lettered A through P (Units A, B, D, E, F, G, H, I, J, K, L, M, N, O and P are described herein as the "Units" or a "Unit" if referenced individually).
2. Lakefront, City and the Local Development Finance Authority of the City of Muskegon executed a certain Property Transfer Agreement dated September 24, 2002, (the "Transfer Agreement").
3. The Development Agreement recited that in order to develop the Development Property, certain infrastructure would need to be constructed and installed on land to be conveyed by Lakefront to the City for public highway purposes (the "Infrastructure").
4. The City has approved a planned unit development ("PUD") for the Development Property, which PUD has been amended to delete the proposed marina. The Transfer Agreement recites that the previously labeled unit O has been contracted from the site condominium plan and added to new Unit O, which new Unit O includes the previously labeled unit O and unit P. New Unit P is the unit previously labeled unit Q.
5. The City has obtained a grant from the State of Michigan for waterfront development effective December 1, 2001, the major purpose of which is to construct the Infrastructure (the "Grant").
6. The Grant is insufficient to construct the Infrastructure.
7. Lakefront has reviewed development and construction plans prepared by the City for the Infrastructure, has authorized construction of the Infrastructure and has agreed to the establishment of a special assessment district and special assessment roll encompassing the Units.
8. In recognition of the measurable economic benefit to Lakefront of the installation and construction of the Infrastructure, Lakefront has agreed to subject the Units to a special

assessment by the City in the total amount of One Million Four Hundred Thousand Dollars (\$1,400,000).

NOW, THEREFORE, BE IT AGREED:

1. **Consent to Establish Special Assessment District.** For the consideration set forth in the Development Agreement and the Transfer Agreement, and other valuable consideration, the receipt and adequacy of which is acknowledged by Lakefront, including the incorporation herein of the **RECITALS**, Lakefront hereby consents to the establishment of a special assessment district, to be known as the "Lakefront Special Assessment District No. 1" (the "District"). The District shall be comprised of the Units.

2. **Consent to Establish Special Assessment Roll.** The City intends to prepare and confirm a special assessment roll with respect to the District (the "Special Assessment Roll"). Lakefront is the owner of the Units as of the date of this Agreement and consents to the confirmation of the Special Assessment Roll by the City.

3. **Special Assessment Amount.** Lakefront acknowledges and agrees that the Special Assessment Roll shall be in the total amount of One Million Four Hundred Thousand Dollars (\$1,400,000) (the "Special Assessment Amount"); that the Special Assessment Amount shall be allocated to and imposed as a lien on the Units (the "Lien"); and that the City agrees to discharge the Lien with respect to each individual Unit, except as otherwise provided in this Agreement, upon payment of the stated percentage of the original Special Assessment Amount set forth in the following schedule, provided that all payments of principal, accrued interest and Late Charges with respect to the Special Assessment Amount allocated to the Unit which have then become due and payable have been made and that all ad valorem real property taxes with respect to such Unit which have become due and payable have been paid. Notwithstanding the foregoing, no discharge of the Lien with respect to Lakefront Units, as hereinafter defined, shall occur when there remain only five (5) Lakefront Units for which the Lien has not been discharged, (unless none of such Lakefront Units is Unit O, in which event, when there remain only four (4) Lakefront Units for which the Lien has not been discharged), until the full amount of the remaining Special Assessment Amount with respect to such remaining Units, including accrued interest and Late Charges, is paid in full. A Unit for which a discharge of Lien is issued in accordance with the provisions of this paragraph 3 shall not be subject to the Lien with respect to any then remaining unpaid portion of the Special Assessment Amount allocated to other Units.

| <u>Unit</u> | <u>Principal Payment Required</u> |
|-------------|-----------------------------------|
| A           | 9.6%                              |
| B           | 7.4                               |
| D           | 6.4                               |
| E           | 6.4                               |
| F           | 2.1                               |
| G           | 6.4                               |
| H           | 7.5                               |
| I           | 7.5                               |

|   |            |
|---|------------|
| J | 5.8        |
| K | 5.8        |
| L | 2.7        |
| M | 2.7        |
| N | 8.5        |
| O | 18.0       |
| P | <u>3.2</u> |
|   | 100.0%     |

The Special Assessment Amount has been determined based on the estimated cost of construction of the Infrastructure. To the extent that the final actual cost of construction of the Infrastructure is less than Two Million Nine Hundred Eighty-Nine Thousand Seven Hundred Eighty-Four Dollars (\$2,989,784) (the Grant plus the Special Assessment Amount), then the amount by which such final actual cost is less than \$2,989,784 shall be deducted pro rata from the Special Assessment Amount allocated to the Units in the foregoing schedule.

4. **Interest.** Lakefront acknowledges and agrees that any portion of the Special Assessment Amount remaining unpaid from time to time shall bear and accrue interest at the rate of six percent (6%) per annum beginning July 1, 2003, which interest shall be allocated to each Unit in proportion to the then remaining unpaid principal of the Special Assessment Amount with respect to such Unit. Accrued interest shall be paid annually on or before the first day of July during each year, beginning July 1, 2004.

5. **Annual Principal Payments.** Lakefront acknowledges and agrees that the Special Assessment Amount allocated to each Unit shall be payable in ten (10) equal annual principal payment installments, the first installment of which shall be due and payable July 1, 2004 and the last installment of which shall be due and payable July 1, 2013.

6. **Late Charges.** Any annual installment of principal and accrued interest not paid when first due and payable ("Unpaid Installment") shall have added thereto a sum equal to five percent (5%) of the Unpaid Installment (the "Late Charge").

7. **Lien.** Lakefront acknowledges and agrees that the Lien shall be superior to all other liens and encumbrances on the Units and shall not be subordinate to any other encumbrance until the Special Assessment Amount, together with all accrued interest and Late Charges, has been paid in full.

8. **Advance.** In order to assist the City with the financing of the construction and installation of the Infrastructure, Lakefront agrees to advance to the City of sum of Forty Nine Thousand Dollars (\$49,000) at the time of the closing of each sale or conveyance by Lakefront of Units, until such time as the total sum of One Hundred Forty-Seven Thousand Dollars (\$147,000) has been advanced by Lakefront to the City; provided, however, a conveyance of Unit H to an entity owned by some or all of the shareholders of Parmenter O'Toole without consideration to Lakefront shall not require an advance if the sum of Ninety Eight Thousand Dollars (\$98,000) has already been advanced by Lakefront; and further provided, the total sum of \$147,000 shall be advanced by Lakefront not later than twelve (12) months after the date of the

opening to traffic in both directions of Shoreline Drive East, currently under construction. When the entire Special Assessment Amount, together with all accrued interest and Late Charges thereon, has been paid in full, then the City shall return to Lakefront all sums advanced to the City by Lakefront pursuant to the provisions of this paragraph, without interest or any other charge, fee or expense to the City.

9. **Effect of Chapter XIII of the Muskegon City Charter.** To the extent not modified or waived pursuant to the terms and provisions of this Agreement, the terms, provisions and procedures of Chapter XIII of the Muskegon City Charter shall control the Special Assessment Roll.

10. **Effect of Development Agreement and Transfer Agreement.** To the extent that any term or provision of this Agreement is not consistent with or in is in conflict with any term or provision of the Development Agreement or the Transfer Agreement, then the term or provision of this Agreement shall control. In all other respects, the Development Agreement and the Transfer Agreement shall remain in full force and effect.

11. **Waiver of Defects.** Lakefront hereby unconditionally waives any defect in the establishment of the Special Assessment District or the confirmation of the Special Assessment Roll, including, but not limited to, any conflict with or failure to follow the procedures set forth in Chapter XIII of the Muskegon City Charter and further, unconditionally waives the right to contest the Special Assessment District or the Special Assessment Roll in the Michigan Tax Tribunal or any Michigan Court of Record.

12. **Waiver of Notice and Hearings.** Lakefront hereby unconditionally waives any hearing or notice with respect to the establishment of the Special Assessment District or the confirmation or establishment of the Special Assessment Roll.

13. **Collection/Units Other Than Lakefront Units.** This paragraph 13 applies only to Units other than Lakefront Units as defined below. The Special Assessment Amount, including unpaid interest and Late Charges, may be collected by the City in accordance with the terms and provisions of the Muskegon City Charter, the ordinances of the City and the statutes of the State of Michigan. In addition thereto, in the event any installment of principal and/or accrued interest and Late Charges with respect to the Special Assessment Amount allocated to any such Unit are not paid within thirty (30) days after they first become due and payable, then such unpaid amounts shall be placed on the next general assessment tax roll of the City with respect to such Unit.

14. **Collection/Lakefront Units.** This paragraph 14 applies only to Lakefront Units. Lakefront Units are defined as those Units owned by Lakefront or any entity of which fifty percent (50%) or more of the beneficial owners are also beneficial owners of Lakefront, except Lakefront Units do not include Unit H. The Special Assessment Amount, including unpaid interest and Late Charges, may be collected by the City in accordance with the terms and provisions of the Muskegon City Charter, the ordinances of the City and the statutes of the State of Michigan. In addition thereto, in the event any installment of principal and/or interest and Late Charges with respect to the Special Assessment Amount allocated to any Lakefront Unit are

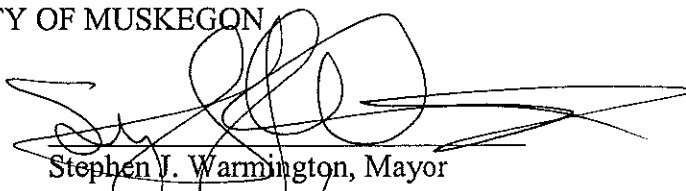
not paid within thirty (30) days after they first become due and payable, then the City may, at its option, immediately declare the entire then remaining unpaid Special Assessment Amount with respect to all Lakefront Units due and payable. If such unpaid Special Assessment Amount, together with accrued interest and Late Charges, is not paid in full within thirty (30) days after written notice to Lakefront, then such unpaid amounts shall be placed on the next general assessment tax roll of the City with respect to the Lakefront Units

15. **Default.** In the event of the occurrence of an Event of Default, as defined in the Development Agreement, which Event of Default remains uncured for a period of thirty (30) days after written notice from the City to Lakefront, then the City may, at its option, exercise any or all of the Remedies on default as set forth in the Development Agreement; provided, however, that this provision regarding Default shall apply only to Lakefront Units.

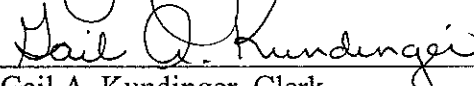
IN WITNESS WHEREOF, the parties have executed and delivered this Consent Agreement effective as of the date first above stated.

CITY OF MUSKEGON

By:

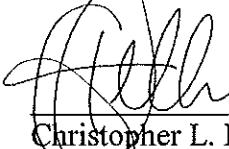
  
Stephen J. Warmington, Mayor

By:

  
Gail A. Kunding, Clerk

LAKEFRONT DEVELOPMENT, L.L.C.

By:

  
Christopher L. Kelly  
Its Authorized Member

**Commission Meeting Date: October 28, 2003**

**Date:** October 17, 2003  
**To:** Honorable Mayor and City Commissioners  
**From:** Planning & Economic Development *CBC*  
**RE:** Rezoning request for properties located within 'Area 11b'

---

SUMMARY OF REQUEST:

Request to rezone most of the 295 properties located within 'Area 11b' (bounded generally by Apple Ave., Pine St., Irwin Ave. and Peck St.)

FINANCIAL IMPACT:

None

BUDGET ACTION REQUIRED:

None

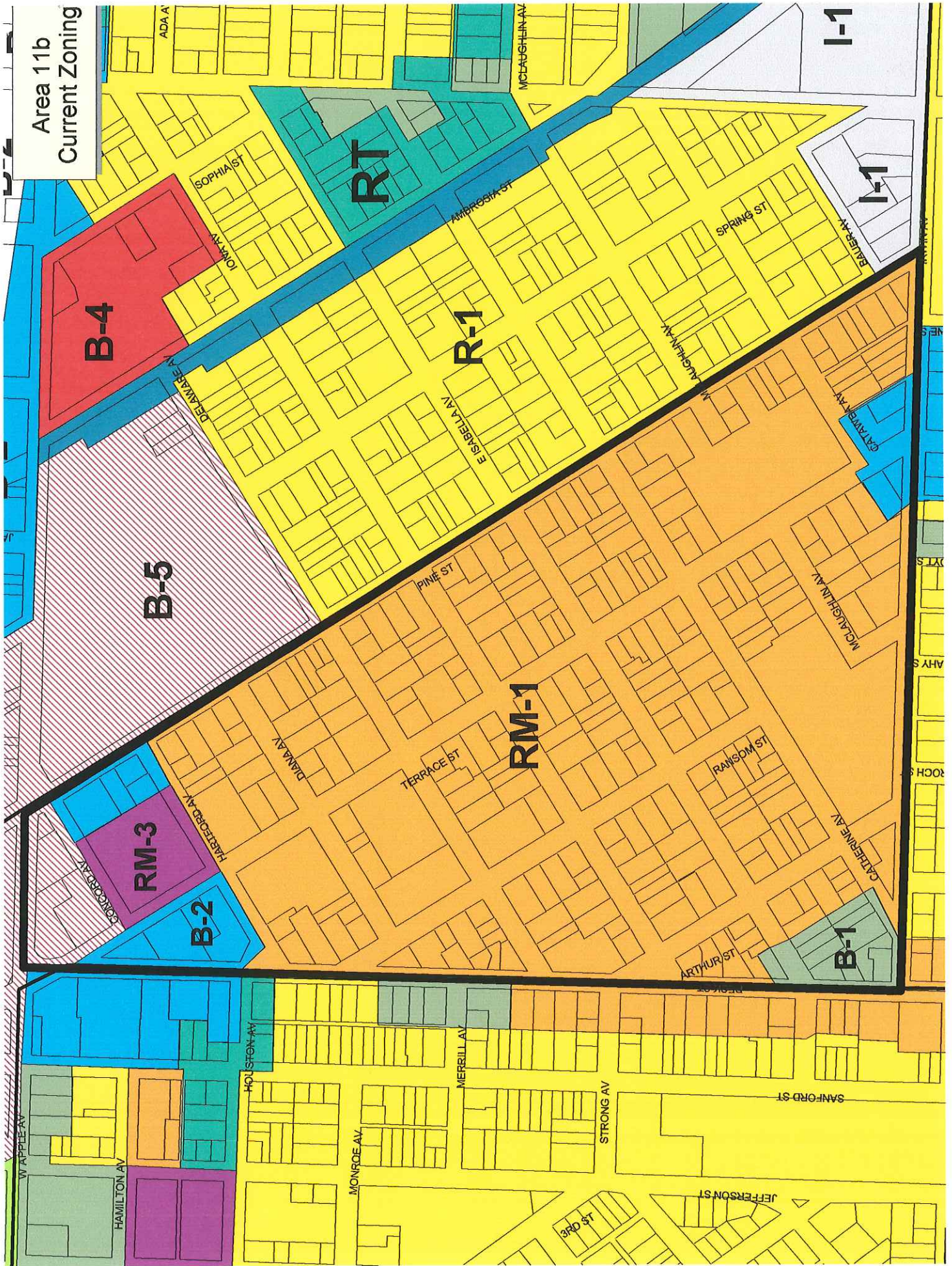
STAFF RECOMMENDATION:

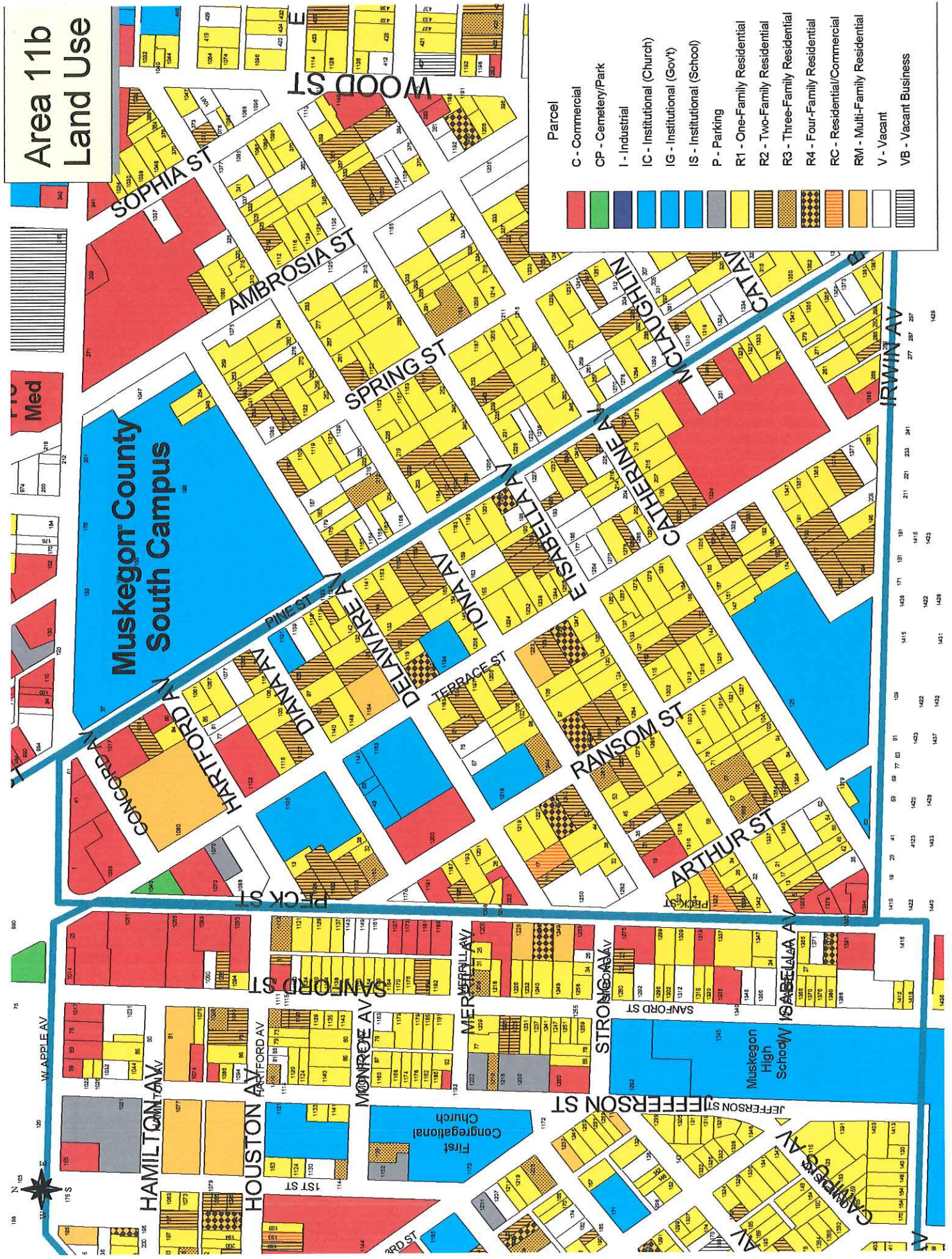
Staff recommends approval of the request.

COMMITTEE RECOMMENDATION:

The Planning Commission recommended approval of the request at their 10/16 meeting, with two changes in the proposed zoning. They recommended that 1200 Ransom St. remain zoned as RM-1, and that 1124 and 1132 Peck St. and 1152 and 1160 Ransom St. all be rezoned to R-1 instead of RT. The vote was unanimous with J. Aslakson and T. Harryman absent.

Area 11b  
Current Zoning



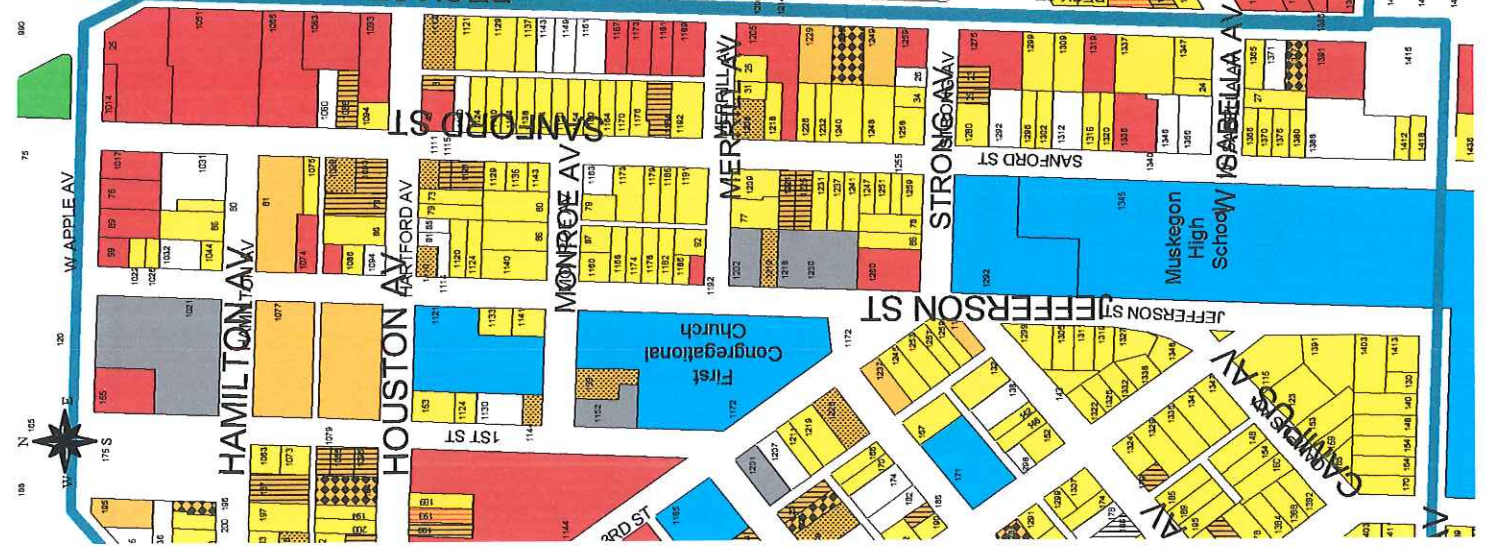


# Area 11b Land Use

- Parcel
- C - Commercial
  - CP - Cemetery/Park
  - I - Industrial
  - IC - Institutional (Church)
  - IG - Institutional (Gov't)
  - IS - Institutional (School)
  - P - Parking
  - R1 - One-Family Residential
  - R2 - Two-Family Residential
  - R3 - Three-Family Residential
  - R4 - Four-Family Residential
  - RC - Residential/Commercial
  - RM - Multi-Family Residential
  - V - Vacant
  - VB - Vacant Business

Muskegon County  
South Campus

Muskegon High  
School



**Staff Report [EXCERPT]**  
CITY OF MUSKEGON  
PLANNING COMMISSION  
REGULAR MEETING  
October 16, 2003

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**Hearing; Case 2003-42: Staff-initiated request to rezone multiple properties in the portion of the city known as Area 11b, bounded by Apple Ave., Pine St., Irwin Ave. and Peck St.**

**BACKGROUND**

This case is another continuation of the 'blight fight' effort begun by the City Commission last year. This area is in between 'Area 10' and 'Area 11' and staff was asked to look into rezoning this area in line with the previous rezonings.

Staff has labeled this area as 'Area 11b' and it includes the area bounded by Apple Ave., Pine St., Irwin Ave. and Peck St. This area contains 295 parcels. Staff has conducted a land use survey and sent out letters to property owners asking them to verify that the land use we have on record for their property is correct. A land use map of Area 11b is included in this packet.

Based on the land use survey and Master Plan recommendations for this area, staff is proposing to rezone many of the parcels in Area 11b. A mailing has been sent to every property owner and tenant of record, both within Area 11b and within 300 feet of the boundaries of Area 11b, informing them that this rezoning is being proposed and discussed by the Planning and City Commissions. Approximately 1,000 letters were sent out in this rezoning effort.

The current zoning of most of the residential properties within Area 11b (see enclosed map labeled 'Current Zoning') is RM-1, Low Density Multiple-Family Residential. The land use survey showed that there are many existing multi-family dwellings within the area (more so than within the previous areas rezoned). However, the majority of residential properties do contain single-family homes. Therefore, staff is proposing to rezone most of the RM-1 zoned residential properties to R-1, Single-Family Residential. Any existing multi-family units would be permitted to remain as legal nonconforming uses, but no further single-family homes would be able to be converted to multi-family units. Hartford Terrace would remain as currently zoned (RM-3). Some RT and RM-1 zoning would remain, but would be focused along Peck St. and Pine St. where many multi-family (or office) uses are concentrated and where they would act as a buffer between commercial areas and the primarily single-family area more interior to the neighborhood.

The northern edge of Area 11b is currently zoned B-5, Governmental Services. Staff is not proposing any changes to this zoning. There is also some B-2 zoning in this area – staff is proposing to leave one section as B-2 but to downzone another to B-1.

A map of the proposed zoning for Area 11b is included in this packet.

## **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**.
7. Is the proposed zoning change a “**Spot Zone**”?
  - a. Is the parcel **small in size relative to its surroundings**?
  - a. Would the zoning change allow uses that are **inconsistent with those allowed in the vicinity**?
  - b. Would the zoning change confer a **benefit to the property owner** that is **not generally available to other properties** in the area?
  - c. A spot zone is **appropriate if it complies with the Master Plan**.

CITY OF MUSKEGON

MUSKEGON COUNTY, MICHIGAN

ORDINANCE NO. 2116

**An ordinance to amend the zoning map of the City to provide for zoning changes for certain properties within the area bounded by Apple Ave., Pine St., Irwin Ave. and Peck St.**

THE CITY COMMISSION OF THE CITY OF MUSKEGON HEREBY ORDAINS:

The zoning map of the City of Muskegon is hereby amended to change the zoning of the following described properties as follows (see attached map):

All properties located within the Revised Plat of 1903 of the City of Muskegon:

- ◆ Block 221 from RM-3, High Density Multiple-Family Residential and B-2, Convenience & Comparison Business to RM-3, High Density Multiple-Family Residential and B-1, Limited Business
- ◆ Blocks 226 and 227 from RM-1, Low Density Multiple-Family Residential to R-1, Single-Family Residential
- ◆ Blocks 228 and 229 from RM-1, Low Density Multiple-Family Residential to RM-1, Low Density Multiple-Family Residential and R-1, Single-Family Residential
- ◆ Blocks 230, 238 and 239 from RM-1, Low Density Multiple-Family Residential to R-1, Single-Family Residential
- ◆ Block 240 from RM-1, Low Density Multiple-Family Residential to RM-1, Low Density Multiple-Family Residential, RT, Two-Family Residential and R-1, Single-Family Residential
- ◆ Block 241 from RM-1, Low Density Multiple-Family Residential and B-1, Limited Business to RM-1, Low Density Multiple-Family Residential and R-1, Single-Family Residential
- ◆ Blocks 242, 243 and 244 from RM-1, Low Density Multiple-Family Residential to R-1, Single-Family Residential
- ◆ Blocks 252, 253 and 254 from RM-1, Low Density Multiple-Family Residential to R-1, Single-Family Residential
- ◆ Block 255 from RM-1, Low Density Multiple-Family Residential and B-1, Limited Business to R-1, Single-Family Residential and B-1, Limited Business
- ◆ Blocks 256, 257 and 258 from RM-1, Low Density Multiple-Family Residential to R-1, Single-Family Residential
- ◆ Blocks 259 and 265 from RM-1, Low Density Multiple-Family Residential to RM-1, Low Density Multiple-Family Residential and R-1, Single-Family Residential
- ◆ Block 266 from RM-1, Low Density Multiple-Family Residential and B-2, Convenience & Comparison Business to R-1, Single-Family Residential
- ◆ Block 267 from RM-1, Low Density Multiple-Family Residential and B-2, Convenience & Comparison Business to R-1, Single-Family Residential and B-1, Limited Business

Ordinance 2116

This ordinance adopted:

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

Nays: None

Adoption Date: October 28, 2003

Effective Date: November 16, 2003

First Reading: October 28, 2003

Second Reading: N/A

CITY OF MUSKEGON

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

CERTIFICATE (City Commission Date: October 28, 2003, Rezoning of Area 11b)

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 24th day of October 28, 2003, 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: 10-28, 2003.

Gail A. Kunding  
Gail A. Kunding, MMC  
Clerk, City of Muskegon

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

## CITY OF MUSKEGON

### NOTICE OF ADOPTION

Please take notice that on October 28, 2003, the City Commission of the City of Muskegon adopted an ordinance amending the zoning map to change the zoning of the following described properties as follows:

All properties located within the Revised Plat of 1903 of the City of Muskegon:

- ◆ Block 221 from RM-3, High Density Multiple-Family Residential and B-2, Convenience & Comparison Business to RM-3, High Density Multiple-Family Residential and B-1, Limited Business
- ◆ Blocks 226 and 227 from RM-1, Low Density Multiple-Family Residential to R-1, Single-Family Residential
- ◆ Blocks 228 and 229 from RM-1, Low Density Multiple-Family Residential to RM-1, Low Density Multiple-Family Residential and R-1, Single-Family Residential
- ◆ Blocks 230, 238 and 239 from RM-1, Low Density Multiple-Family Residential to R-1, Single-Family Residential
- ◆ Block 240 from RM-1, Low Density Multiple-Family Residential to RM-1, Low Density Multiple-Family Residential, RT, Two-Family Residential and R-1, Single-Family Residential
- ◆ Block 241 from RM-1, Low Density Multiple-Family Residential and B-1, Limited Business to RM-1, Low Density Multiple-Family Residential and R-1, Single-Family Residential
- ◆ Blocks 242, 243 and 244 from RM-1, Low Density Multiple-Family Residential to R-1, Single-Family Residential
- ◆ Blocks 252, 253 and 254 from RM-1, Low Density Multiple-Family Residential to R-1, Single-Family Residential
- ◆ Block 255 from RM-1, Low Density Multiple-Family Residential and B-1, Limited Business to R-1, Single-Family Residential and B-1, Limited Business
- ◆ Blocks 256, 257 and 258 from RM-1, Low Density Multiple-Family Residential to R-1, Single-Family Residential
- ◆ Blocks 259 and 265 from RM-1, Low Density Multiple-Family Residential to RM-1, Low Density Multiple-Family Residential and R-1, Single-Family Residential
- ◆ Block 266 from RM-1, Low Density Multiple-Family Residential and B-2, Convenience & Comparison Business to R-1, Single-Family Residential
- ◆ Block 267 from RM-1, Low Density Multiple-Family Residential and B-2, Convenience & Comparison Business to R-1, Single-Family Residential and B-1, Limited Business

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 11-6-03, 2003

CITY OF MUSKEGON

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

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

Account No. 101-80400-5354

Muskegon City Clerk 231-724-6705 From: Joseph Deutsch 231-726-4909  
2 pages

Please distribute to the Planning Commission.

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10/24/03

Planning Commission  
City of Muskegon  
933 Terrace St.  
Muskegon, MI 49443



Dear Planning Commission Members,

RE: Rezoning Area 11

Please do not reduce the zoning to single family residential.

Most multiples were too large to be maintained as single family homes. On these very large homes maintenance and utility costs especially gas bills are impossible for young families and doubly difficult for single mothers. Families in this area are already struggling with shrinking FIA payments, dried up funds at helping agencies, a very ugly, expensive DTE gas company, and no jobs.

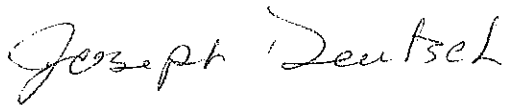
The City's intensive tear down program has already reduced density and eroded the City's tax base. This left a heavy tax burden for those who have not fled the City. Driving through the City leaves one with the feeling that things are not right - some blocks have only one house left. Idealists with in fill hopes have been proven wrong - the vacant lots are still vacant years after houses were torn down.

The stated goal is to fight blight; but drug dealers are allowed to openly sell drugs, signal passersby, and block streets with lines of cars waiting to buy. They claim turf, threaten, harass, and attack tenants. Flagrant drug dealing causes blight by bringing violence, trash, graffiti,

gangs, threats, disturbance, and death into everyday life.  
Just because the area has a large, low income, minority population doesn't mean it should be allowed to be lawless.

The City should address these quality of life issues before it takes the value of my property.

Sincerely.

A handwritten signature in cursive script that reads "Joseph Deutsch".

JAY DEE PROPERTIES, LLC  
Joseph Deutsch  
1375 Fifth  
Muskegon, MI 49441  
231-722-7479  
FAX 231-726-4909

**Commission Meeting Date: October 28, 2003**

**Date: October 20, 2003**

**To: Honorable Mayor & City Commission**

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

**RE: Commercial / Industrial Property Sales Policy**

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SUMMARY OF REQUEST: To approve the attached Commercial / Industrial Sale Policy.

FINANCIAL IMPACT: None.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: To approve attached policy.

COMMITTEE RECOMMENDATION: City Commission reviewed this policy at an earlier worksession. Recommended changes have been included in this version of the policy.

CITY OF MUSKEGON  
POLICY AND PROCEDURE FOR SALE OF  
CITY-OWNED COMMERCIAL AND INDUSTRIAL PROPERTIES

2003-87(e)

**Objective**

The City of Muskegon (the City) wishes to expand its commercial and industrial tax base, while simultaneously alleviating itself of the significant cost burden associated with year-round maintenance of vacant properties. The City reserves the right to join and split lots to assist with this process. All property will be sold as is. All sales are subject to City Commission approval.

**Procedure**

1. The purchase procedure begins when the interested party meets with appropriate Planning Department staff to discuss the reason for the request to purchase City-owned property, including any development plans by the interested parties.
2. Planning Department Staff will evaluate the request, taking into account the proposed use, zoning, number of jobs to be created, ownership and uses of other adjacent and nearby parcels.
3. Upon tentative agreement between the City and the interested party, the City may accept a non-refundable \$500 deposit for the property, which will allow the City to order an appraisal of the subject property: *for an appraisal and/or to cover staff costs*. In some cases, prices may have already been set, so an appraisal may not be necessary: i.e., lots in Seaway Industrial Park, etc. If necessary, a survey will also be ordered. Survey costs will be the responsibility of the potential purchaser. Sales may be subject to a development agreement and performance guarantee.
4. After the appraisal is obtained, another meeting will take place to discuss the details of a development agreement between the City and potential purchaser. If an acceptable agreement is obtained, the agreement will be taken to City Commission for approval. The City Commission reserves the right to reject any or all development agreements, to request proposals from other interested parties, or to accept the agreement that appears to be in the best interest of the City of Muskegon. Details of an agreement may include, but are not limited to:
  - a. Price to be paid for the property.
  - b. Time line for development of the property.
  - c. Required bonds as part of the development.
5. Upon approval of City Commission, a deed will be prepared by the City Attorney. Closing must occur within 90 days. The full purchase price for the property is payable to the City at the time of closing (minus the deposit). Recording of the deed with the Muskegon County Register of Deeds will be done by the title company after closing has taken place.

6. The buyer must commence improvements on the subject property within 18 months of the date of purchase. *The completion date of the project will be negotiated between the City and Buyer and will be included in the development agreement.* In default of such construction, title to the property, as well as any improvements, shall revert back to the City of Muskegon, free and clear of any claim of the buyer.

### Property Survey

All costs and activities associated with a survey are the sole responsibility of the buyer.

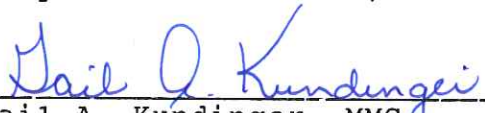
### Other

Factors considered before approvals of property sales include, but are not limited to the following:

- a. Amount of existing property owned by interested parties.
- b. Current upkeep of existing property owned by interested parties.
- c. Evidence of unresolved zoning, building code or any other violations issued by the City of Muskegon.
- d. Proposed use of the property.
- e. Ownership and uses of adjacent and nearby uses.
- f. Zoning of parcel in question and adjacent parcels.
- g. Ability of potential buyer to secure financing and follow through with development plans.
- h. Any monies owed to the city must be rectified prior to the sale.  
(i.e. environmental invoices, water bills, taxes, etc...)

**\*\*Note Regarding Deposit:** Deposits are non-transferable and non-refundable, except as described below. If the sale of the subject property is approved and finalized with the interested party, the deposit will be applied to the purchase price. If the sale of the subject property to the interested party is NOT approved, the deposit will be refunded. If the interested party does not bid, withdraws the bid, changes the bid, or does not follow through to closing within 90 days after the sale is approved by the City Commission, the deposit will be forfeited to the City and will not be refunded.

Adopted: October 28, 2003

  
\_\_\_\_\_  
Gail A. Kundinger, MMC  
City Clerk

## LEASE AGREEMENT

Lease Agreement made as of the 28<sup>th</sup> day of October, 2003, by and between Lake Express, LLC, a Wisconsin limited liability company, (hereinafter referred to as "Tenant"), Great Lakes Marina & Storage, LLC, a Michigan limited liability company (hereinafter referred to as "Landlord") and the City of Muskegon, a Michigan municipal corporation (hereinafter referred to as the "City").

### WITNESSETH:

Landlord hereby leases, demises and lets unto Tenant real property adjacent to Muskegon Lake in the City of Muskegon and a portion of Landlord's existing building to be used by Tenant as a maintenance building ("Maintenance Building") all of which is described in Exhibit A (hereinafter referred to as the "Property") together with certain improvements that the City hereby undertakes to develop (hereinafter referred to as the "Improvements") which shall include a terminal building (the "Terminal Building"), dockwall fendering and mooring systems (the "Dock") and auto and passenger ramp facilities, which may be mobile, (the "Ramps"), and appropriate parking lot, pavement, utilities and landscaping in order to make the Property usable as a dock and terminal for the operation of one or more high-speed auto/passenger ferries ("Tenant's Ferry Operation"). The Improvements shall be owned by the City during the term of the Lease but, except for the Ramps, shall become the property of Landlord at the expiration or earlier termination of this Lease. The Dock and Ramps shall be leased to the Tenant hereunder and shall for all purposes hereof be treated as part of the Improvements. The Property and Improvements are collectively referred to as the "Premises." The Improvements shall be made and financed in accordance with a "Development Agreement" entered into by Tenant and the City. This Lease is entered into by the parties under the following terms and conditions:

1. Term. The Term of this lease shall be Ten (10) years, commencing on the Commencement Date (as hereafter defined) and ending on midnight of the last day of the one hundred twentieth month of the Lease Term (the "Initial Term").

Tenant shall have the option of extending the Lease for four additional five (5) year periods and a final four year period: the "First Option Period" (the five year period following expiration of the Initial Term); the "Second Option Period" (the five year period following expiration of the First Option Period); the "Third Option Period" (the five year period following expiration of the Second Option Period), the "Fourth Option Period" (the five year period following the expiration of the Third Option Period), and the "Fifth Option Period" (the four year period following the expiration of the Fourth Option Period) under the same terms and conditions of the Initial Term, except for the escalation of rentals as described below.

Tenant's renewal option on the First, and each subsequent Option Period(s), shall be automatically exercised without Tenant's further action; provided that, if Tenant does not wish to enter into any extended period, the Tenant must so notify Landlord in writing at least six (6) months prior to the expiration of the Initial Term or the then applicable Option Period. The "Commencement Date" shall mean the later of (i) May 1, 2004, and (ii) the first day of the calendar month succeeding by not less than thirty (30) days the date upon which Landlord and the City have completed construction of the Improvements, made the Improvements available to Tenant for occupancy in accordance with paragraph 25 herein, and the City has provided to Tenant an occupancy permit (the "Occupancy Date"). Landlord shall confirm the Commencement Date in writing to Tenant upon delivery of the Premises to Tenant and shall further confirm the dates that the quarterly payments of fees and rentals are due the City and the Landlord pursuant to paragraph 2(D).

Tenant may at any time terminate this Lease upon six months written notice to Landlord if prior to the end of such six month period Tenant has (i) made a cancellation payment to the City which when added together with cumulative rental payments made to the City totals \$1.2 million; (ii) has permanently abandoned or ceased to operate any high speed passenger and/or auto/passenger ferry service on the Great Lakes; or (iii) Landlord, Tenant and the City have mutually agreed to relocate the Premises to another suitable site and thereafter no party shall have any further rights or obligations hereunder.

2. Rent.

(A) Wharfage Fees: Tenant shall pay, as rent, each Lease Year during the first five (5) Lease Years of the Lease, a fee of \$.50 (fifty U.S. Cents) per passenger embarked or disembarked at the Premises, provided that Tenant shall pay a minimum Wharfage Fee of \$50,000 during each of such Lease Year. "Lease Year" shall mean each period of twelve consecutive months during the term of the Lease, with the first Lease Year beginning on the Commencement Date.

During the second five (5) Lease Years of the Lease, Tenant shall pay, as rent, each Lease Year a fee of \$.75 (seventy-five U.S. Cents) per passenger embarked or disembarked at the Premises provided that Tenant shall pay a minimum Wharfage Fee of \$75,000 during each of such Lease Years.

During the Option Periods, the Wharfage Fees will be escalated as described in paragraph 2(F) below.

For purposes of this paragraph 2(A), the term "passenger" shall mean each individual for whom a fee is charged for passage on a vessel that docks at the Premises.

(B) Terminal Building Rental: In addition to the Wharfage Fees described in paragraph 2 (A), above, Tenant shall pay, for each Lease Year during the Initial Term, an annual rental of Ten Dollars (\$10.00) per square foot of the terminal building constructed as part of the Improvements (the "Terminal Building") based upon the actual enclosed square footage of the Terminal Building. During the Option Periods, the foregoing rental shall be escalated as described in paragraph 2(F).

(C) Maintenance Building Rental: In addition to the Wharfage Fees and the Terminal Building Rental described in paragraphs 2(A) and 2(B), above, Tenant shall pay, for each Lease Year during the Initial Term, an annual rental fee of Three Dollars (\$3.00) per square foot of the Maintenance Building to be leased by Tenant based upon the actual square footage of the Maintenance Building utilized by Tenant. During the Option Periods, the foregoing rental shall be escalated as described in paragraph 2(F).

(D) Time of Payment of Fees and Rentals: Payment of the Wharfage Fees shall be made quarterly, in arrears, within 30 days of the end of the quarter, based upon the passenger count of the previous three months; if the minimum required annual Wharfage Fee has not been paid by the third quarterly payment of a Lease Year, then the shortfall shall be paid in the last quarterly payment for such Lease Year. Tenant shall keep good and sufficient records (according to generally accepted accounting principles) to accurately confirm passenger counts. Such records shall be made available to Landlord or the City, on demand during the course of the normal business day, for audit for the purpose of verifying such counts.

Landlord and City shall regard the passenger counts as proprietary and commercially sensitive information and will hold same in confidence except to the extent required by law or a court order.

Payment of Terminal and Maintenance Building Rentals shall be made quarterly, in arrears, for each Lease Year. City's architect shall verify in writing the enclosed usable square footage (net of columns and other obstructed areas and intrusions) of the Terminal Building and the Maintenance Building and such verification shall constitute the basis upon which the rental for such buildings shall be calculated. City shall provide Landlord and Tenant with such verification at least thirty days prior to the Commencement Date.

To the extent the payment date for any Wharfage Fees or Terminal and Maintenance Building Rentals occurs after this Lease has terminated, Tenant shall remain obligated to make such payment when due.

(E) Other Wharfage and Dockage Fees: No Wharfage Fees shall be levied by Landlord or the City on personal automobiles, motorcycles, bicycles or other vehicles carried incidental to the carriage of passengers on the ferries.

Because of the nature of the ferry services, with multiple arrivals and sailings per day and with the short duration of port stays, no dockage charges will be assessed. Further, the fees and rentals described in paragraphs 2(A), 2(B) and 2(C), above, shall be the only fees and rentals charged by Landlord and City for the use of the Premises or any portion thereof. Tenant shall be entitled to charge fees for parking with respect to vehicles parked on the Premises by passengers rather than carried by the vessel at such rates as Tenant shall reasonably determine subject to consultation with the Landlord and the City ("the Parking Revenues"). Tenant agrees that such parking fees shall be consistent with the parking fees commonly charged in the area.

(F) Escalation: If Tenant extends the term of this Lease, then, the Wharfage Fees and the Terminal Building Rental and Maintenance Building Rental shall be increased as follows: (i) during the First Option Period, the individual Wharfage Fees and the annual

minimum payments shall be increased to \$.90 (90 U.S. Cents) per passenger and \$90,000 per year, respectively; the Terminal Building Rental shall be increased to Twelve Dollars (\$12.00) per square foot annually; and the Maintenance Building Rental shall be increased to Three Dollars and Sixty cents (\$3.60) per square foot annually; (ii) during the Second Option Period, the individual Wharfage Fees and the minimum annual payments shall be increased to \$.99 (99 U.S. Cents) per passenger and \$99,000 per year; the Terminal Building Rental shall be increased to Thirteen Dollars and Twenty Cents (\$13.20) per square foot annually; and the Maintenance Building Rental shall be increased to Three Dollars and Ninety Six Cents (\$3.96) per square foot annually, (iii) during the Third Option Period, the individual Wharfage Fees and the minimum annual payments shall be increased to \$1.09 (One Dollar and Nine U.S. Cents) per passenger and \$108,900 per year; the Terminal Building Rental shall be increased to Fourteen Dollars and Fifty Two Cents (\$14.52) per square foot annually; and the Maintenance Building Rental shall be increased to Four Dollars and Thirty Six Cents (\$4.36) per square foot annually, (iv) during the Fourth Option Period, the individual Wharfage Fees and the minimum annual payments shall be increased to \$1.14 (One Dollar and Fourteen U.S. Cents) per passenger and \$114,000 per year; the Terminal Building Rental shall be increased to Fifteen Dollars and Twenty Five Cents (\$15.25) per square foot annually; and the Maintenance Building Rental shall be increased to Four Dollars and Fifty Eight Cents (\$4.58) per square foot annually, and (v) during the Fifth Option Period, the individual Wharfage Fees and the minimum annual payments shall be increased to \$1.20 (One Dollar and Twenty U.S. Cents) per passenger and \$120,000 per year; the Terminal Building Rental shall be increased to Sixteen Dollars and One Cent (\$16.01) per square foot annually; and the Maintenance Building Rental shall be increased to Four Dollars and Eighty One Cents (\$4.81) per square foot annually.

3. Treatment of Rental Payments. Anything herein to the contrary notwithstanding, the rental payments to be made by Tenant hereunder shall be disposed of as follows:

(A) Maintenance Building. All rental payable with respect to the Maintenance Building shall be paid directly to Landlord as the same becomes due

(B) Reserve. Ten percent (10%) of each amount otherwise paid as rent from Tenant under paragraph 2, above, (except for Maintenance Building rental) may be deposited by Tenant as a Reserve. Tenant shall immediately deposit each withheld amount into a separate account to be held in Tenant's name. Tenant may withdraw amounts from this account at any time and from time to time during the Lease Term and any Option Period, after consultation with the City and Landlord, solely for use in maintaining and making improvements to the Property or the Improvements (including the Dock and Ramps). The Tenant will provide a report accounting for expenditures from this account to the City and Landlord, on an annual basis. Upon surrender of the Premises to the Landlord at the end of the Initial Term and the Last Option Period, one-half of the balance, if any, in the Reserve shall be paid over to the Landlord, and the other one-half shall be paid over to the City.

(C) Rental Payments. Rental payments due hereunder (except for Maintenance Building Rental) shall be paid as follows until "City's Adjustment Point" described in 3 (D):

|                    | Paid to Reserve | Paid to Landlord | Paid to City |
|--------------------|-----------------|------------------|--------------|
| During Years 1-5   | 10%             | 45%              | 45%          |
| During Years 6-10  | 10%             | 50%              | 40%          |
| During Years 11-15 | 10%             | 55%              | 35%          |

|                    |     |     |     |
|--------------------|-----|-----|-----|
| During Years 16-34 | 10% | 60% | 30% |
|--------------------|-----|-----|-----|

(D) Abatement and Adjustments. Notwithstanding the above provisions of paragraphs 2 and 3, Tenant shall not be obligated to pay to the City one-half of the amounts constituting the City's share of the rentals under the above table until such time as the total amount so abated equals two hundred thousand (\$200,000) dollars which amount shall constitute a reduction in the Tenant's rental obligation to the City hereunder (the "abatement"). Further, notwithstanding the above provisions of paragraphs 2 and 3, at such time that the City has received rentals totaling one million two hundred thousand (\$1,200,000) dollars under the terms of this Lease Agreement (the "City's Adjustment Point") (i) the City shall receive a payment of an amount equal to one-twelfth of the amount of property taxes on the Improvements and any subsequent improvements for each full month after the City's Adjustment Point for the year in which the City's Adjustment Point is reached and the amount of such taxes for each year thereafter (the City's Adjusted Share"), and (ii) after the payment of the "City's Adjusted Share", and for the duration of this Lease Agreement, rental payments (except with respect to the Maintenance Building) shall be allocated 65% to the Landlord and 35% to the Tenant with no further payments to the Reserve.

(E) Parking Revenues. Amounts received by Tenant as Parking Revenues (net of the direct operating expenses which shall exclude expenditures from the Reserve and which shall, in Tenant's reasonable business judgment, be the lowest cost alternatives available) shall be properly accounted for and reported to Landlord and City by Tenant and shall be disposed of as follows: ten (10%) percent of such Net Parking Revenues shall belong to the Tenant for addition to the Reserve described in (B) above. Thereafter, until the City's Adjustment Point has occurred, the balance of Net Parking Revenues shall be paid to the City and Landlord under the

terms of (C) above. After the City's Adjustment Point has occurred, the balance of such Net Parking Revenues shall be paid to the parties in accordance with the provisions of subparagraph (D), above. Net Parking Revenues shall be paid within thirty (30) days after the end of each calendar month.

(F) Place of Payment. All Rental and Net Parking Revenues shall be payable to Landlord and the City at the following addresses:

Landlord: Great Lakes Marina & Storage, LLC  
1920 Lakeshore Drive  
Muskegon, Michigan 49441  
ATTN: Judy Nauta

City: City of Muskegon  
933 Terrace Street, P.O. Box 536  
Muskegon, Michigan 49443-0536  
ATTN: City Treasurer

or at such other address as Landlord or the City may from time to time designate.

4. Use of the Property. Tenant shall use the Premises for the operation of one or more high-speed passenger and/or auto/passenger ferries between the Port of Muskegon and one or more other ports on the Great Lakes and for such necessary support services incidental to the operation of such vessels and the handling of passengers and vehicles. Additional uses of the Premises are not permitted without the prior written approval of Landlord. However, nothing herein shall prevent Tenant from conducting operations that are consistent in nature and scale with Tenant's Ferry Operation, (for example, ticket sales, retail sales, concessions, food service, restaurant or other similar operations) or entering into subleases or operating agreements enabling others to do so. Such ancillary activities shall, however, be conducted only within the terminal area. Landlord and City warrant that during the term of this lease and any extensions thereof, Landlord and City will provide Tenant a terminal site with one

berth for Tenant's vessel(s), such that said vessel(s) can always proceed to, lay at and depart from the berth, always afloat and without interference from Landlord's or the City's other operations.

5. Occupancy Subject to Existing Easements and Restrictions; Reports.

Tenant's occupancy of the Premises is subject to any recorded easements and restrictions of record. Landlord warrants that none of such easements or restrictions will interfere with Tenant's use of the Premises as described in paragraph 4. Tenant shall have the exclusive use and occupancy of the Premises (except that Landlord shall continue to use the portion of the Maintenance Building not leased to Tenant), including the Dock and Ramps, except as may be otherwise agreed upon by the Landlord and Tenant. During the term of the Lease, Landlord and City shall promptly inform Tenant in writing of any and every lease, development or other proposal made to each in writing either for, or which involves in whole or part, the potential opening of a marine ferry service to or from Muskegon to carry passengers, vehicles, or both. Nothing in this paragraph shall impair the right or ability of the Landlord or the City to act or otherwise proceed in their interests concerning any such proposal, provided that in no event shall another such ferry service be operated or supported in any respect from any portion of the Premises (including the Dock and Ramps wherever located).

6. Termination and Vacation

(A) Termination and Vacation Date. Tenant shall promptly vacate the Premises on the expiration or termination of this Lease. Subject to paragraph 28, the Premises shall be returned to the City and Landlord by Tenant in substantially the same condition in which it was received, normal wear and tear excepted. In the event that Tenant fails to vacate the

Premises in a timely fashion, Landlord and/or City shall have the option to cause the Premises to be vacated, and to assess the actual costs of such vacation against the Tenant.

(B) Premises to be Vacated Clear of all Materials. Tenant shall vacate the Premises free and clear of all materials and equipment except materials and equipment owned by Landlord and the City. In the event that Tenant fails to vacate the Premises in the prescribed state of clearance after thirty (30) days written notice to Tenant, Landlord shall have the option to have such clearance and clean-up conducted as in its reasonable judgment is necessary in order to bring the Premises to the prescribed state of clearance and to assess the costs of such action against Tenant.

(C) City May Remove Ramps. Upon the Tenant vacating the premises, the City, in its sole discretion, may remove the Ramps at its own expense.

7. Default. The occurrence of one or more of the following events shall be considered events of default under the terms of this Lease:

(A) Tenant shall be adjudged a bankrupt, or a decree or order, approving as properly filed, a petition or answer asking reorganization of Tenant under Federal Bankruptcy Laws as now or hereafter amended, or under the laws of this State, shall be entered, and any such decree, judgment or order shall not have been vacated, stayed or set aside within sixty (60) days from the date of the entry or granting thereof; or

(B) Tenant shall file or admit the jurisdiction of the court and the material allegations contained in any petition in bankruptcy or any petition pursuant or purporting to be pursuant to the Federal Bankruptcy Laws as now or hereafter amended, or Tenant shall institute any proceedings or shall give its consent to the institution of any proceedings for any relief of

Tenant under any bankruptcy or insolvency laws or any laws relating to the relief of debtors, readjustment of indebtedness, or reorganization; or

(C) Tenant shall make a general assignment for the benefit of creditors or shall apply for or consent to the appointment of a receiver for Tenant; or

(D) Tenant shall abandon the Premises for a period of thirty (30) days during the operating season or permanently discontinue operation of a high speed ferry service at the Premises or be delinquent in any payments due under this Lease required to be made by Tenant hereunder and such delinquency shall continue for ten (10) days after notice thereof in writing to Tenant; or

(E) Tenant shall default in any of the other covenants or agreements herein contained to be kept, observed and performed by Tenant, and such default shall continue for thirty (30) days after notice thereof in writing to Tenant (subject to the last subsequent provisions of this paragraph 7); or

(F) Tenant shall make any assignment, transfer, conveyance or other disposition of its interest in the Premises (other than as permitted herein) without the express written consent of Landlord and the City which consent shall not, after the expiration of the first three years of the Initial Term, be unreasonably withheld.

Upon occurrence of any one or more of such events of default, it shall be lawful for Landlord, at its election in the manner and terms herein provided, to declare this Lease ended, and to recover possession of the Premises, either with or without process of law, to enter and to expel, and remove Tenant and all agents, employees and representatives of Tenant engaged in operating the Premises or occupying the Property, using such force as may be necessary in so doing. If default shall be made in any covenants, agreements, conditions or undertakings herein

contained to be observed and performed by Tenant (other than the obligation to pay rentals or fees), which cannot with due diligence be cured within a period of thirty (30) days, and if notice thereof in writing shall have been given to Tenant, and if Tenant prior to the expiration of said thirty (30) days from and after the giving of such notice, commences to eliminate the cause of such default and proceeds diligently and with reasonable dispatch to take all steps and do all work required to cure such default and thereafter does so cure such default, then Landlord shall not have the right to declare the term of the Lease as ended; provided however, that the curing of any default in such manner shall not be construed to limit or restrict the right of Landlord to declare this Lease ended and terminated, and to enforce all of Landlord's rights and remedies hereunder, for any other default not so cured. Anything herein to the contrary notwithstanding, if this Lease is terminated in accordance with the provisions hereof, neither party shall have any further rights or obligations hereunder other than Tenants' obligation to pay to Landlord rents accrued but unpaid to the date of cessation and clear the Premises in accordance with the terms of 6(B).

Notwithstanding the foregoing, if Tenant has assigned this lease to the Secretary of Transportation pursuant to the provisions of paragraph 10, below, and has so notified Landlord, then upon an event of default by Tenant under this Lease with respect to which Landlord intends to elect to declare this Lease ended, Landlord shall immediately notify the Secretary of Transportation of such default and its intention to declare this Lease ended, and the Secretary shall have thirty (30) days from its receipt of such notice to assume all of the Tenant's obligations under this Lease and if the Secretary so assumes the Lease, the Lease shall not be ended by reason of such default but shall continue in effect.

8. Maintenance and Housekeeping. Routine maintenance, repairs, replacements, housekeeping and cleanliness of the Property and the Improvements shall be the responsibility of Tenant. Tenant shall be responsible for the structural components of the Improvements (including the Dock and Ramps) and may access the Reserve (paragraph 3A) for such purposes. Landlord and City retain the right to have any of their officers, agents or employees inspect the Premises at all reasonable times and Tenant shall be required to grant full access to the Premises at such time.

9. Utilities. City shall install all utilities necessary to provide services to the Terminal, Maintenance Buildings and the Dock and Ramps and the costs therefor shall be included in the cost of the Improvements. Tenant shall be solely responsible for the charges for all utility services required by Tenant during the term of this Lease.

10. Assignment and Subleasing. Tenant shall not, except with prior written consent of Landlord and City, assign any interest in this Lease, nor sublet any portion of the Property; provided that this provision shall not prevent Tenant from entering into subleases or operating agreements for any aspect of its Ferry Operations, including, for example, ticket sales, retail sales, concessions, food service, or parking, or other similar operations all of which shall be located solely within the terminal area. Notwithstanding the foregoing, the Tenant may, without the prior written consent of Landlord or City, assign all or any portion of its right, title and interest in and to this Lease to the United States of America, represented by the Secretary of Transportation, acting by and through the Maritime Administrator (the "Secretary"), as security for the Secretary's guarantee of the Tenant's loan obligations under Title XI of the Merchant Marine Act, 1936, as amended (46 App. U.S.C. § 1271 *et seq.*), in connection with the construction of a high-speed auto/passenger ferry to be operated from the Property.

11. Indemnification. The parties hereto agree to indemnify each other as follows:

(A) Tenant's Indemnification. Tenant hereby agrees to indemnify and save harmless Landlord and City (and their respective officers, directors, managers, advisors, agents and employees) from and against all liabilities, claims, demands, judgments, losses and all suits at law or in equity, costs and expenses, including reasonable attorney's fees, for injury to and/or death of any person or persons and/or loss and/or damage to the property of any person, firm or corporation whomsoever, including all parties hereto and their employees (hereafter "Damages"), arising from the construction, installation, repair, maintenance or operation of the Improvements and Tenants' equipment, or in the carrying on of their business as set forth herein, from and after the date construction of the improvements commences, but only to the extent that Damages arise from the negligent or wrongful failure of Tenant, or its officers, directors, managers, advisors, agents, contractors, subcontractors or employees, to perform a duty owed under the terms of this Lease Agreement or otherwise arising by operation of law.

(B) City's Indemnification. City hereby agrees to indemnify and save harmless Landlord and Tenant (and their respective officers, directors, managers, advisors, agents and employees) from and against all Damages, arising from the construction, installation, repair, maintenance or operation of the Improvements and Tenants' equipment, or in the carrying on of their business as set forth herein, from and after the date construction of the improvements commences, but only to the extent that Damages arise from the negligent or wrongful failure of City, or its officers, directors, managers, advisors, agents, contractors, subcontractors or employees, to perform a duty owed under the terms of this Lease Agreement or otherwise arising by operation of law.

(C) Landlord's Indemnification. Landlord hereby agrees to indemnify and save harmless City and Tenant (and their respective officers, directors, managers, advisors, agents and employees) from and against all Damages, arising from the construction, installation, repair, maintenance or operation of the Improvements and Tenants' equipment, or in the carrying on of their business as set forth herein, from and after the date construction of the improvements commences, but only to the extent that Damages arise from the negligent or wrongful failure of Landlord, or its officers, directors, managers, advisors, agents, contractors, subcontractors or employees, to perform a duty owed under the terms of this Lease Agreement or otherwise arising by operation of law.

(D) Third Party Claims. Upon the occurrence of an event giving rise to an indemnity claim based upon any right or claim of any individual or entity not a party hereto ("Claim"), notice thereof shall be given by the party claiming indemnification ("Indemnified Party") to the party or parties that are obligated to provide indemnification (the "Indemnifying Party or Parties") as promptly as practicable; provided, however, that any delay on the part of the Indemnified Party in providing such notice shall not relieve an Indemnifying Party of its indemnification obligation except to the extent such Indemnifying Party is prejudiced thereby. After receiving such notice, and if the insurance company which has written the insurance provided for in paragraph 12(A), below, has not agreed to provide for the defense of the Claim, the Indemnifying Party may immediately acknowledge in writing its unconditional obligation to provide indemnity as requested by the Indemnified Party, in which case, the Indemnifying Party shall have the right (except under the circumstances described below) to take control of the defense and investigation of the Claim, if any, and employ and engage attorneys reasonably acceptable to the Indemnified Party to handle and defend the same, at the Indemnifying Party's

sole cost and expense. In such a case, the Indemnified Party shall, at the expense of the Indemnifying Party, cooperate in all reasonable respects with the Indemnifying Party and its attorneys in the investigation, trial and defense of the Claim and any appeal arising therefrom. No settlement of a Claim that involves a remedy other than the payment of money by the Indemnifying Party shall be entered into without the consent of the Indemnified Party nor shall an Indemnified Party settle a Claim with respect to which it has given notice under this subparagraph (D) without the consent of the Indemnifying Party or Parties. After written notice by the Indemnifying Party to the Indemnified Party of its unconditional indemnity obligation and its election to assume full control of the defense of the Claim, the Indemnifying Party shall not be liable to the Indemnified Party for any legal expenses incurred thereafter by such Indemnified Party in connection with the defense of that Claim. Notwithstanding the foregoing, if the Indemnifying Party or Parties do not unconditionally acknowledge in writing their obligation to indemnify the Indemnified Party or do not assume full control over the defense of a Claim as required or if the Claim seeks injunctive or other equitable relief involving the Indemnified Party or any of its affiliates, or if the Claim could have a material adverse effect on the relationship of Indemnified Party with any of its material customers, then, in any such instance, the Indemnified Party shall have the right to conduct or control any proceeding and defend any Claim in such manner as it may deem appropriate, at the cost and expense of the Indemnifying Party, provided that the Indemnified Party shall do so in a commercially reasonable manner in terms of the cost of the defense. Regardless of which party shall assume the defense of a Claim, the parties agree to cooperate fully with one another in connection therewith and to keep each other reasonably informed of the status of the Claim and any related proceeding and shall take no action or make any admissions or statements not required by applicable Laws which would adversely affect the

defense of any such Claim. Any party not controlling the defense of any Claim shall have the right to participate in such defense at its own cost.

12. Insurance.

(A) Liability Insurance. Tenant will furnish and maintain one or more Certificates and Policies of Insurance issued by one or more reputable and financially solvent companies, admitted or authorized as a surplus lines issuer in the State of Michigan, in form reasonably acceptable to Landlord and City, effective on the Occupancy Date, covering any and all liability for injury or death to persons caused by Tenant's operations, vessels, or by Tenant's employees, agents, contractors or subcontractors as aforesaid in this Lease. Except for the Worker's Compensation policy, such Certificates of Insurance will name Landlord and the City as an additional insureds. The Certificate shall provide that the insurer will furnish City and Landlord with a thirty (30) day written notice of cancellation, non-renewal or material change. The requirements of this clause shall be satisfied by the following forms of coverage having at least the following limits:

| <u>Coverage</u>                                                        | <u>Amount</u>                                             |
|------------------------------------------------------------------------|-----------------------------------------------------------|
| -- Comprehensive General Liability<br>(including completed operations) | \$1,000,000.00 per occurrence<br>\$5,000,000.00 aggregate |
| -- Worker's Compensation                                               | In accordance with the requirements of<br>Michigan Law    |
| -- US Longshoremen's and Harbor<br>Worker's Act coverage               | In accordance with Federal statutory<br>requirements      |
| -- Protection and Indemnity                                            | \$1,000,000.00 per occurrence<br>\$5,000,000.00 aggregate |
| -- Non-Owned and Hired Auto Coverage                                   | \$1,000,000.00 per occurrence                             |
| -- Pollution Coverage                                                  | \$1,000,000 per occurrence<br>\$5,000,000 aggregate       |

(B) Property and Casualty Insurance. The City will furnish to Tenant and Landlord a special form property insurance for the Premises covering the Property and Improvements (except for the Maintenance Building which shall be insured by Landlord), and all equipment owned by City and used in connection with the Premises in the amount of the full replacement value of the Property and Improvements. Such Certificates of Insurance will name Tenant and Landlord, as loss payees, as their interest may appear. The Certificate shall provide that the insurer will furnish Tenant and the City or the Landlord, as the case may be, with a thirty (30) day written notice of cancellation, non-renewal or material change. Anything herein to the contrary notwithstanding, neither Tenant nor any of its officers, directors, managers, advisors, agents and employees shall be liable for any loss or damage to the Premises by fire or other casualty which would be within the scope of such insurance, it being understood that the parties hereto are looking solely to such insurance for reimbursement for any such loss or damage.

(C) Adjustment of Limits. The parties agree that the above stated coverage limits will need to be adjusted to accommodate changes in circumstances over the term of this Lease and agree to meet, from time to time, at the request of either party to determine in good faith appropriate adjustments to such coverage limits. Failure of Landlord, the City, or Tenant to maintain adequate coverage shall not relieve it of any contractual responsibility or obligation under this Lease. Landlord, the City and Tenant shall have the right to review policies providing required coverages to ensure conformance with the requirements of this paragraph. The attorney in fact or agent of any insurance company furnishing any policy of insurance shall sign and furnish an affidavit setting forth that no City official or employee has any interest, direct or indirect, or is receiving any premium, commission, fee or other thing of value on account of furnishing said policy of insurance. In addition, each person signing this Lease warrants that they have no knowledge or belief that any City official or employee has or has been promised any premium, commission, fee or other thing of value on account of City's entry into this Lease.

(D) Waiver of Subrogation. Landlord, City and Tenant and their respective assignees hereby waive and release each other and their respective agents and employees from any and all liability to one another or anyone claiming through or under them by way of subrogation or otherwise for any loss or damage to property or bodily or personal injuries caused by or resulting from risks required under this Lease to be insured against under fire or extended coverage casualty insurance or general liability insurance carried by the parties hereto. Landlord, City and Tenant agree that they will request their respective insurance carriers to include in its policies required hereunder such a clause or endorsement.

13. Taxes. The City shall be obligated to pay all property taxes with respect to the Improvements. Landlord shall pay the property taxes on the Property other than the

Improvements. The City agrees to work cooperatively with Landlord to obtain separate assessments for the improvements and the property. Neither the Tenant nor Landlord shall be obligated to pay any special assessments as a result of this lease or improvements constructed on the Premises as a result of this agreement, nor shall the Tenant be obligated to pay any property tax with respect to the Premises itself.

14. Status of Improvements. Tenant shall make no substantial improvements upon the Property without the prior written consent of Landlord, which shall not be unreasonably withheld.

15. Compliance with Laws and Orders. Tenant agrees to observe fully and to comply with any lawful rule, regulation or directive imposing any obligation or responsibility on Tenant as operator of its business or an occupant of the Premises that shall emanate from any state, federal or local departments or agencies having jurisdiction.

16. Environmental Compliance and Obligations.

(A) Compliance with Environmental Regulations. Tenant shall fully comply with all statutes, regulations, or other applicable requirements imposed by any federal, state, or municipal agency with respect to the environmental condition of the Property and/or with respect to any activities or operations that Tenant may conduct upon the Property (hereinafter referred to as "Environmental Requirements"). Tenant shall not cause, permit or suffer the existence or commission by Tenant, its agents, employees, contractors or invitees, or by any other person of any violation of any Environmental Requirements upon, about or beneath the Property or any portion thereof.

(B) Hazardous Material; Environmental Liens. Except to the extent commonly used in the day-to-day operation of the Premises and by its vessels, and in strict

compliance with all Environmental Requirements (including those relating to storage, use and disposal), Tenant shall not cause, permit or suffer any "hazardous material" or "hazardous substance" (as defined by applicable Federal or State statutes or regulations) to be brought upon, treated, kept, stored, disposed of, discharged, released, produced, manufactured, generated, refined, or used upon, about, or beneath the Property or any portion thereof by Tenant, its agents, employees, contractors, tenants or invitees, or any other person without the prior written consent of Landlord. Any request by Tenant for such consent by Landlord shall be in writing and shall demonstrate to the reasonable satisfaction of Landlord that such "hazardous material" or "hazardous substances" is necessary to the conduct of the business of Tenant and will be stored, used, and disposed of in a manner that complies with all applicable Environmental Requirements. Tenant shall not create or suffer to exist with respect to the Property any lien, security interest, or other charge or encumbrance of any kind relating to the environmental condition of the Property, including (without limitation) any lien imposed pursuant to Sec. 107(f) of the Superfund Amendments and Reauthorization Act 1986 (42 U.S.C. § 9607(L)) or any similar State Statute.

(C) Obligation to Remediate. Tenant shall, upon demand of Landlord, and at its sole cost and expense, promptly take all actions to remediate the environmental condition of —the Property which may be required by any federal, state or local governmental agency or political subdivision which remediation is necessitated from, or attributable to, (i) the presence upon, about, or beneath the Property of any "hazardous material" or "hazardous substances" or (ii) any violation of Environmental Requirements, if such presence or violation is caused by the activities or operations conducted by the Tenant upon the Property. Tenant agrees to allow entry upon the Premises by Landlord or City, or agents, contractors or employees of Landlord or City

for purposes of conducting environmental audits and/or other tests for the purpose of determining the impact of Tenant's presence and/or activities or operations upon or with respect to the Property upon the environmental condition thereof. In the event that Tenant performs any such environmental audit and/or test on its own behalf, it shall promptly provide to Landlord full and complete copies of any results and/or reports that are generated in connection with the above activities.

(D) Landlord's Obligations. To the best of Landlord's knowledge, there does not exist any condition which gives rise to any obligation, responsibility or liability to Tenant under the above provisions of this paragraph or under the provisions of any of the Environmental Requirements or any condition which with the passage of time will give rise to any such obligation, responsibility or liability to Tenant; and Landlord hereby agree to indemnify and hold Tenant and City harmless from and against any loss, cost, damage or liability (including reasonable attorney's fees and litigation costs) arising out of any such obligation, responsibility or liability or any claim by anyone with respect hereto.

(E) Survival of Obligations. Anything herein to the contrary notwithstanding, Tenant's and Landlord's obligations with respect to the environmental condition of the Property (as more fully set forth in subparagraphs (A) through (D) above) shall survive the expiration or termination of this Lease.

17. Time of the Essence. It is expressly understood and agreed to by the parties hereto that time is material and of the essence for each term and provision of this Lease.

18. Waiver. One or more waivers by any party of any covenant or condition of this Lease shall not be construed as a waiver of a subsequent breach of the same or of any other covenant or condition. The consent or approval given by any party with respect to any act

by the other party requiring such consent or approval shall not be deemed to waive or render unnecessary further consent or approval of any subsequent similar act by such party.

19. Sole Agreement and Amendment. This Lease and the attached exhibits to which reference is made herein contain all of the agreements and covenants made between the parties hereto, shall be binding upon the parties hereto and their respective successors and assigns, and may not be modified orally or in any other manner other than by agreement, in writing, signed by each of the parties to this Lease.

20. Notice. Any notice provided for herein or given pursuant to this Lease, shall be deemed in compliance herewith if in writing and sent by United States certified or registered mail, postage prepaid, return receipt requested, or by personal delivery to the parties as follows:

To the Landlord:

Great Lakes Marina & Storage, LLC  
1920 Lakeshore Dr.  
Muskegon, MI 49441  
Attention: George Bailey or John Bultema II

To City of Muskegon:

CITY OF MUSKEGON  
933 Terrace, P.O. Box 536  
Muskegon, MI 49443-0536  
Attention: City Manager

To The Tenant:

Lake Express, LLC  
700 North Water Street, Suite 1200  
Milwaukee, WI 53202  
Attention: David J. Lubar

21. Governing Law. This Lease shall be governed by the internal laws of the State of Michigan. If any term or provision of this Lease or any exhibits hereto, or the application thereof to any person or circumstance, shall to any extent be declared invalid or unenforceable, then the remainder of this Lease and exhibits, or the application of such term or provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each term and provision of this Lease shall be valid and be enforced to the fullest extent permitted by applicable law.

22. Nondiscrimination. Tenant hereby agrees that in its use of the Premises and in its activities undertaken pursuant hereto it shall not discriminate, permit discrimination or restriction on the basis of race, sexual orientation, creed, ethnic origin or identity, color, gender, religion, marital status, age, handicap or national origin.

23. Counterparts. This Lease may be executed in any number of counterparts, each of which shall constitute an original and all of which shall constitute one and the same Lease.

24. Approval. This Lease does not bind the City until it has been submitted to the City Commission of the City of Muskegon and approved by the Commission and its execution has been duly authorized.

25. Completion of Improvements. The City and Landlord shall be obligated to complete construction of the Improvements in accordance with the plans and specifications agreed upon by Landlord, Tenant and the City no later than May 15, 2004. Landlord shall act as the general contractor to construct the Improvements. The parties acknowledge that the final plans and specifications for the Improvements and statement of values with respect thereto shall be generally consistent with the terms of Exhibit B. All portions of the work to be subcontracted

out by Landlord shall be subject to the competitive bid process. The City shall further be obligated to comply with the terms of the Development Agreement. The foregoing is subject to reasonable extension for force majeure and availability of permits. Tenant and the City shall assist Landlord in obtaining any necessary permits to construct the Improvements including MDEQ permits and US Army Corps of Engineers permits.

Prior to the commencement of the Improvements, the City will furnish to Landlord and Tenant and maintain one or more Certificates or Policies of Insurance issued by reputable and financially solvent insurer, in a form reasonably acceptable to Landlord, for commercial general liability insurance covering any and all liability for injury or death to persons or damage to property caused by City's operations on the Premises of not less than one million dollars per occurrence and five million dollars in aggregate. Such Certificates of Insurance will name the Landlord and Tenant as additional insureds. The Certificate shall provide that the insurer will furnish Landlord with a thirty day written notice of cancellation, non-renewal or material change. The City shall require that all of their agents, contractors, subcontractors and other parties acting on their behalf shall maintain all insurance coverage required by the State of Michigan specifically including Workers Compensation insurance.

26. Intentionally Omitted.

27. Warranty of Authority and Integration. Each person signing this Lease warrants that this is the full, entire and complete agreement between the parties; that the terms of this agreement supersede and nullify any and all prior discussions, negotiations or agreements between the parties and/or any of the parties' respective officers, employees or agents relating in any manner to the subject matter of this Lease (except those certain confidentiality, non-use and non-competition agreement between Landlord and Tenant and between the City and Tenant

previously executed) ; and that no promise or inducement not expressed in this Lease has been made or exists to cause or influence each such person to execute this Lease. Each person signing this Lease warrants their ability to bind the party on whose behalf each signs. In that regard, Tenant acknowledges that the City has no binding obligations under this Lease until upon execution hereof by the City following the express approval of this Lease by the City Commission of the City of Muskegon.

28. Damage or Destruction. Anything herein to the contrary notwithstanding, in case of damage to the Premises (which for purposes of this paragraph shall include destruction of the Premises) by fire, vandalism, malicious mischief or any other casualty, the City shall (unless this Lease shall be terminated as provided in subparagraph (A) of this paragraph) diligently proceed to make all the repairs necessary to restore the Premises to the condition in which they existed immediately prior to such damage subject to delays which may arise by reason of adjustment of loss under insurance policies and delays beyond the reasonable control of the City.

(A) The City shall have no obligation to restore the Premises if (a) the damage occurs within one (1) year of the expiration of whichever of the Initial Lease Term or Option Periods is then in effect and (b) the City notifies Tenant that it does not intend to restore the Premises, whereupon this lease shall terminate as of the date of such damage; provided that, if there could be a subsequent Option Period at the time when the damage occurred and (i) the Tenant has not previously notified Landlord under paragraph 2 that it does not wish to enter into any extended period, (ii) Tenant notifies Landlord within sixty (60) days of the City's notice that Tenant elects to extend the lease term into the next Option Period, and (iii) Tenant shall agree that Tenant will not exercise its right to terminate this lease on six months notice under

paragraph 2 for at least one year from the date of its notice to Landlord, then this lease shall not terminate but shall be extended through the next Option Period and the City shall be obligated to repair the Premises as provided in this paragraph 29 without regard to this subparagraph (A).

(B) The obligations of City hereunder is limited to only such items of work as it was required to perform before delivery of the Premises to Tenant except as provided above. If at least 40% (by area) of the Terminal Building is rendered untenable, then, unless Tenant has notified Landlord under (A) above that it elects to extend the lease term into the next option period, Tenant may terminate this Lease. Tenant shall exercise its right to terminate by delivering written notice thereof to Landlord within 60 days of the date of such damage, and this Lease shall terminate as of the date of such damage, the Rent shall be adjusted to the date of such damage and Tenant shall thereupon promptly vacate the Premises.

(C) In the event of any such damage or destruction to the Premises, the rent payable hereunder shall abate to the extent necessary to take into account the effect of such damage or destruction on Tenant's operations under the Lease and thereafter be reduced to the extent necessary to take into account the effect of the post-repair condition of the Premises on the Tenant's operations under the Lease. If the City is required to repair the Premises as herein provided and Tenant has not terminated the Lease, Tenant shall, at Tenant's expense, repair or replace Tenant's leasehold improvements, stock in trade, fixtures, furniture, furnishings, inventory, personal property, floor coverings and equipment, and if Tenant has closed, Tenant shall promptly reopen for business.

(D) In the event this Lease is terminated pursuant to this paragraph 29, Tenant shall not have any claim against Landlord and City for the value of the unexpired portion of the Term and neither party shall have any further rights or obligations hereunder.

29. Eminent Domain.

(A) In the event the entire Premises are lawfully condemned or taken in any manner for any public or quasi-public use or purpose, or sold or conveyed in lieu of condemnation, this Lease shall terminate as of the date of such taking or conveyance and neither party shall have any further rights or obligations hereunder. If the City threatens or commences an eminent domain proceeding on the Premises, then, notwithstanding the provisions of (C) of this paragraph below and regardless to whatever damages or awards for which City may otherwise be liable, City shall not be entitled to share in the compensation awarded in any such proceeding or in any settlement in lieu of such proceeding.

(B) If only a portion of the land leased to Tenant is so taken (but no portion of the Dock, the Ramps, the Terminal Building, the parking lot, or the Maintenance Building), then this Lease shall remain in full force and effect. If any portion of the Terminal Building, the Maintenance Building, the parking lot, the Dock or the Ramps are taken causing the Tenant's operations under the lease to be sufficiently compromised so that it cannot operate in a profitable manner, then Tenant may terminate this Lease. If Tenant seeks to terminate this Lease, Tenant must deliver written notice thereof to Landlord and City within 30 days following the effective date of the taking by or conveyance to the condemning authority and if this Lease is so terminated, neither party shall have any further rights or obligations hereunder. If this Lease is not so terminated, City shall at its cost and expense make all necessary repairs or alterations to the Terminal Building, Maintenance Building, the parking lot, the Ramps and/or the Dock such that the remaining Premises constitute a complete architectural unit. To the extent that the total area of either building has been modified, the rental for such building shall be proportionately adjusted. In the event this lease continues notwithstanding such taking, the rent payable

hereunder shall abate to the extent necessary to take into account the effect of such taking on Tenant's operations under the Lease and thereafter be reduced to the extent necessary to take into account the effect of the post-repair condition of the Premises on the Tenant's operations under the Lease.

(C) All compensation awarded for any such taking, whether in whole or in part of the Premises, shall be the property of Landlord and City as their rights to compensation exist. Tenant hereby assigns to Landlord all other rights, title and interest in and to any and all such compensation. Notwithstanding the foregoing, Tenant shall retain its independent right to make a claim against the condemning authority for damages and/or assistance for its relocation expenses.

30. Covenant of Quiet Possession. Landlord and the City covenant that Tenant shall peaceably and quietly hold and enjoy the Premises for the Initial Term, and any extension or renewal thereof, without hindrance or interruption by (1) Landlord, the City or any other person or persons lawfully or equitably claiming by, through or under Landlord or the City; or (2) any other person or persons claiming an ownership interest in the Premises.

31. Landlord's Larger Parcel. The Tenant and the City acknowledge that the leased premises are part of the Landlord's larger parcel and that the Landlord conducts other business operations on the larger parcel.

32. Effectiveness of Lease. The parties hereto agree that this lease shall not be effective and none of the parties hereto shall have obligations under this lease unless and until (1) this lease has been properly executed by all of the parties hereto and is legally enforceable against each of them (2) the Development Agreement has been properly executed by each of the

parties thereto and is legally enforceable against each of them, and (3) the lease has been approved by the Maritime Administrator.

IN WITNESS WHEREOF, the parties hereto have by their duly authorized officers executed this Lease Agreement under seal as of the day and year first above written.

In the Presence of:

Bryan T. Mayada

Great Lakes Marina & Storage, LLC

By [Signature]

John Bultema II, Member

In the Presence of:

Gail A. Kunding

CITY OF MUSKEGON

[Signature]  
Stephen J. Warmington, Mayor

Linda Potter

Gail A. Kunding  
Gail A. Kunding, City Clerk

In the Presence of:

Bryan T. Mayada

LAKE EXPRESS, LLC

Lubar & Co  
Lubar & Co., Managing Member

By [Signature]

David J. Lubar

Its President

STATE OF MICHIGAN  
MUSKEGON COUNTY

Personally came before me this 27 day of October, 2003, John Bultema II of Great Lakes Marina & Storage, LLC, who by its authority and on its behalf executed the foregoing instrument and acknowledged the same.

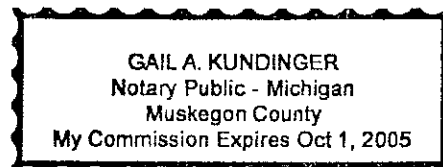
Judy A. Nauta  
NOTARY PUBLIC, State of Michigan  
My Commission Expires 8/18/07

JUDY A. NAUTA  
NOTARY PUBLIC MUSKEGON CO., MI  
MY COMMISSION EXPIRES Aug 18, 2007

STATE OF MICHIGAN  
MUSKEGON COUNTY

Personally came before me this 28<sup>th</sup> day of October, 2003, Stephen J. Warmington, Mayor of the above-named municipal corporation, who by its authority and on its behalf executed the foregoing instrument and acknowledged the same.

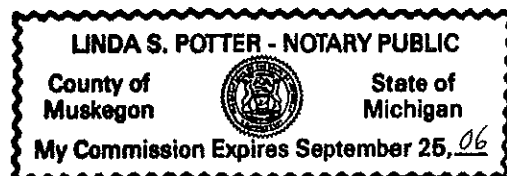
Gail A. Kunderger  
NOTARY PUBLIC, State of Michigan  
My Commission Expires 10-01-05



STATE OF MICHIGAN  
MUSKEGON COUNTY

Personally came before me this 28<sup>th</sup> day of October, 2003, Gail A. Kunderger, City Clerk of the above-named municipal corporation, who by its authority and on its behalf executed the foregoing instrument and acknowledged the same.

Linda S. Potter  
NOTARY PUBLIC, State of Michigan  
My Commission Expires 9-25-06



STATE OF MICHIGAN  
MUSKEGON COUNTY

Personally came before me this 27 day of October, 2003, David J. Lubar, President of Lubar & Co., the Managing Member of Lake Express, LLC, who by its authority and on its behalf executed the foregoing instrument and acknowledged the same.

Judy A. Nauta  
NOTARY PUBLIC, State of Michigan  
My Commission Expires 8/18/07

JUDY A. NAUTA  
NOTARY PUBLIC MUSKEGON CO., MI  
MY COMMISSION EXPIRES Aug 18, 2007