

CITY OF MUSKEGON
CITY COMMISSION MEETING
SEPTEMBER 24, 2002
CITY COMMISSION CHAMBERS @ 5:30 P.M.

AGENDA

- ❑ CALL TO ORDER:
- ❑ PRAYER:
- ❑ PLEDGE OF ALLEGIANCE:
- ❑ ROLL CALL:
- ❑ HONORS AND AWARDS:
- ❑ CONSENT AGENDA:
 - a. Approval of Minutes. CITY CLERK
 - b. Fireworks Display Permit CITY CLERK
 - c. Purchase of Computer Equipment POLICE
 - d. Sale of Non-buildable Lot at 164 Iona Avenue. PLANNING & ECONOMIC DEVELOPMENT
 - e. Sale of Non-buildable Lot at 170 Iona Avenue. PLANNING & ECONOMIC DEVELOPMENT
 - f. Sale of Buildable Vacant Lot on Lawrence Avenue. PLANNING & ECONOMIC DEVELOPMENT
 - g. Prince Bridge Change Order. LEISURE SERVICES
 - h. The Abonmarche Group Agreement. LEISURE SERVICES
- ❑ PUBLIC HEARINGS:
 - a. Spreading of the Special Assessment Roll – Sherin. Lakeshore Drive to Miner ENGINEERING
 - b. Spreading of the Special Assessment Roll on: Sidewalk Replacement Program for 2002 (Area E-5). ENGINEERING
- ❑ COMMUNICATIONS:
- ❑ CITY MANAGER'S REPORT:
- ❑ UNFINISHED BUSINESS:
 - a. Concurrence with the Housing Board of Appeals Notice & Order to Demolish 1855 Manz and 215 W. Grand. INSPECTIONS

b. Smartzone Property Transfer Agreement. PLANNING & ECONOMIC DEVELOPMENT

c. Renaissance Zone. PLANNING & ECONOMIC DEVELOPMENT

1. P.A. 425 Agreement with Dalton Township
2. Cordoba Site Development Agreement with the County
3. Resolution Granting Renaissance Zone Status to the Cordoba Chemical Site
4. Development Agreement with P & G LLC
5. Consent Assessment with P & G LLC
6. Development Agreement with P & G Holdings LLC related to Shaw Walker Renaissance Zone
7. Renaissance Zone for Shaw Walker Building
8. Resolution Expanding the Whittaker Electric Renaissance Zone to include the Seaway Industrial Park and Associated Properties
9. Development Agreement with West Michigan Dock and Market
10. Consent Assessment Agreement with West Michigan Dock and Market
11. Renaissance Zone for Mart Dock
12. Development Agreement with the Downtown Muskegon Development Corporation
13. Consent Assessment Agreement with the Downtown Muskegon Development Corporation
14. Development Agreement with the Archimedes Group-Medical Arts LLC
15. Consent Assessment Agreement with the Archimedes Group-Medical Arts LLC
16. Resolution Granting Renaissance Zone Status to the Muskegon Mall
17. Development Agreement and Real Estate Purchase Agreement with Seaway Industrial Park LC

❑ **ANY OTHER BUSINESS:**

❑ **PUBLIC PARTICIPATION:**

❑ **CLOSED SESSION: To discuss Property Acquisition**

- *Reminder: Individuals who would like to address the City Commission shall do the following:*
- Be recognized by the Chair.
- Step forward to the microphone.
- State name and address.
- Limit of 3 minutes to address the Commission.
- (Speaker representing a group may be allowed 10 minutes if previously registered with City Clerk.)

❑ **ADJOURNMENT:**

ADA POLICY: THE CITY OF MUSKEGON WILL PROVIDE NECESSARY AUXILIARY AIDS AND SERVICES TO INDIVIDUALS WHO WANT TO

Date: September 24, 2002
To: Honorable Mayor and City Commissioners
From: Gail A. Kunding, City Clerk
RE: Approval of Minutes

SUMMARY OF REQUEST: To approve the minutes of the City Commission Worksession that was held on Monday, September 9, 2002; and the Regular Commission Meeting that was held on Tuesday, September 10, 2002.

FINANCIAL IMPACT: None.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: Approval of the minutes.

CITY OF MUSKEGON

CITY COMMISSION MEETING

SEPTEMBER 24, 2002

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, September 24, 2002.

Mayor Warmington opened the meeting with a prayer from Vice Mayor Buie, after which members of the City Commission and members of the public joined in reciting the Pledge of Allegiance to the Flag.

ROLL CALL FOR THE REGULAR COMMISSION MEETING:

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

2002-105 CONSENT AGENDA:

a. Approval of Minutes. CITY CLERK

SUMMARY OF REQUEST: To approve the minutes of the City Commission Worksession that was held on Monday, September 9, 2002; and the Regular Commission Meeting that was held on Tuesday, September 10, 2002.

FINANCIAL IMPACT: None

BUDGET ACTION REQUIRED: None

STAFF RECOMMENDATION: Approval of the minutes.

b. Fireworks Display Permit. CITY CLERK

SUMMER OF REQUEST: Steve Franklin is requesting approval of a fireworks display permit for October 12th, at the L.C. Walker Arena Muskegon Fury game. Fire Marshall Metcalf has reviewed the request and recommends approval contingent on inspection of the fireworks and approval of insurance.

FINANCIAL IMPACT: None

BUDGET ACTION REQUIRED: None

STAFF RECOMMENDATION: Approval contingent on inspection of the fireworks and approval of insurance.

d. Sale of Non-buildable Lot at 164 Iona Avenue. PLANNING & ECONOMIC DEVELOPMENT

SUMMARY OF REQUEST: To approve the sale of a vacant non-buildable lot (Parcel #24-205-238-0006-10) at 164 Iona Avenue to David and Belinda Reek, 160 Iona Avenue, Muskegon, MI 49442. Approval of this sale will allow the adjacent property owner to expand their current yard (see map). The subject parcel is being offered for \$100 to Mr. and Mrs. Reek.

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 170 Iona Avenue. PLANNING & ECONOMIC DEVELOPMENT

SUMMARY OF REQUEST: To approve the sale of a vacant non-buildable lot (Parcel #24-205-238-0007-00) at 170 Iona Avenue to James Singleton, 3925 E. Apple Avenue, Muskegon MI 49442. Approval of this sale will allow the adjacent property owner to expand the current yard at the house located at 1169 Pine St. (see map). The subject parcel is being offered for \$100 to Mr. Singleton.

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.

g. Prince Bridge Change Order. LEISURE SERVICES

SUMMARY OF REQUEST: To approve the change order for the original agreement with Prince Bridge marine to do the sheet pile/bulkhead repairs for the West side of Hartshorn Marina.

FINANCIAL IMPACT: \$161,546.00 with a 50% match coming from the Michigan Department of Natural Resources.

BUDGET ACTION REQUIRED: Match will need to be provided by either a bond or loan to be paid off by the marina

STAFF RECOMMENDATION: Approve

h. The Abonmarche Group Agreement. LEISURE SERVICES

SUMMARY OF REQUEST: To approve the addendum to the original agreement with The Abonmarche Group to provide engineering services for the Electrical Grant project at Hartshorn Marina.

FINANCIAL IMPACT: \$28,630.00 with a 50% match from the MDNR.

BUDGET ACTION REQUIRED: Match will need to be provided by either a bond or loan to be paid off by the marina.

STAFF RECOMMENDATION: Approve

Motion by Commissioner Schweifler, second by Vice Mayor Buie to approve the Minutes except for items c and f.

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

Nays: None.

MOTION PASSES

2002-106 ITEMS REMOVED FROM THE AGENDA:

c. Purchase of Computer Equipment. POLICE

SUMMARY OF REQUEST: Police Department staff request that the Commission approve the use of FY2000 Local Law Enforcement Block Grant funds to purchase new computer hardware and software for use in the Investigations Bureau and for the Community Police Coordinator. The current systems are old and we have experienced a number of malfunctions. The new hardware would consist of 14 PC's.

The system has been designed with the assistance of the Information Technologies Department. Specifications for the system are attached.

FINANCIAL IMPACT: Cost for the system is \$19,530.00 (\$1,395 per unit). There is no impact on General Fund monies. This grant expires at the end of October 2002.

BUDGET ACTION REQUIRED: None

STAFF RECOMMENDATION: Approval of the request.

Motion by Commissioner Larson, second by Commissioner Schweifler to approve the use of FY2000 Local Law Enforcement Block Grant funds to purchase of new computer hardware and software for use in the Investigations Bureau and for the Community Police Coordinator.

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

Nays: None

MOTION PASSES

f. Sale of Buildable Vacant Lot on Lawrence Avenue. PLANNING & ECONOMIC DEVELOPMENT

SUMMARY OF REQUEST: To approve the sale of a vacant buildable lot at 1209 Lawrence Avenue (designated as parcel number 24-610-000-0119-00) described as URBAN RENEWAL PLAT NO 1 LOT 119 CITY OF MUSKEGON REVISED PLAT OF 1903 to Galloway Homes, L.L.C., of 6329 Red Rock Court, Muskegon, MI. The lot is 100 x 278.2 ft. and is being offered to Galloway Homes for \$13,000. They plan to use the land for the construction of a 1,260 sq. Ft. single-family home. The home will contain 3 bedrooms, a full basement, and a 2-stall attached garage. The appraised value of the lot is \$13,000 and the Galloway Homes submitted the only bid of \$13,000.

FINANCIAL IMPACT: The sale of this lot for construction of a new home will

generate additional tax revenue for the City and will place the property 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 said resolution.

Motion by Commissioner Spataro, second by Commissioner Shepherd to approve the resolution for the sale of vacant buildable lot at 1209 Lawrence Ave. to Galloway Homes and to have both the Mayor and Clerk to sign said resolution.

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

Nays: None

MOTION PASSES

2002-107 PUBLIC HEARINGS:

a. Spreading of the Special Assessment Roll – Sherin, Lakeshore Drive to Miner. ENGINEERING

SUMMARY OF REQUEST: To hold a public hearing on the spreading of the special assessment for Sherin Street, Lakeshore Dr. to Miner, and to adopt the resolution confirming the special assessment roll.

FINANCIAL IMPACT: A total of \$28,943.10 would be spread against the thirteen- (13) parcels abutting the project.

BUDGET ACTION REQUIRED: None at this time.

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

The Public Hearing was opened at 5:45pm to hear any comments from the public. No comments were heard.

Motion by Commissioner Larson, second by Commissioner Gawron to close the hearing at 5:47pm and to approve the special assessment roll and adopt the resolution.

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

Nays: None

Out of Room: Spataro

MOTION PASSES

b. Spreading of the Special Assessment Roll on: Sidewalk Replacement Program for 2002 (Area E-5). ENGINEERING

SUMMARY OF REQUEST: To hold a public hearing on the spreading of the special assessment roll for the 2002 Sidewalk Replacement Program and to adopt the resolution confirming the special assessment Roll.

FINANCIAL IMPACT: A total of \$154,929.85 will be assessed against 298 parcels.

BUDGET ACTION REQUIRED: None at this time.

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

The Public Hearing was opened at 5:48pm to hear any comments from the public. Comments were heard from Louis Sorensen of 1370 Langeland, Chad Pastor of 1008 Isabella, Bobby Brown of 1025 Allen, Barb Sokolowski of 1280 Oakgrove, Buelah Dooley of 1359 Amity and Rick Puthoff of 1400 Lake Shore CT. all in opposition.

Motion by Commissioner Schweifler, second by Commissioner Larson to close the Public Hearing at 6:23pm and to approve the special assessment roll and adopt the resolution.

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

Nays: None

MOTION PASSES

2002-108 NEW BUSINESS:

a. Concurrence with the Housing Board of Appeals Notice & Order to Demolish 1855 Manz and 215 W. Grand. INSPECTIONS

SUMMARY OF REQUEST: This to request City Commission concurrence with the findings of the Housing Board of Appeals that the structures located at 1855 Manz and 215 W. Grand are unsafe, substandard, public nuisances and that they be demolished within thirty (30) days.

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

1855 Manz: Case# & Project Address: #02-017, 1855 Manz.

Location and ownership: This structure is located on Manz Street between Laketon and Holbrook. It is owned by the Bank of New York.

Staff Correspondence: This property was fire damaged and had an inspection 4/4/02. An interior inspection was scheduled for 5/21/02, but no one was there to let the inspectors inside. The HBA ordered the structure demolished 7/11/02. The Notice and Order to repair or remove was issued 8/7/02.

Owner Contact: There has been no contact from the owner.

FINANCIAL IMPACT: The cost of demolition for 1855 Manz will be paid with CDBG funds.

BUDGET ACTION REQUIRED: None

Estimated Cost of Repairs: \$12,000.

STAFF RECOMMENDATION: To concur with the Housing Board of Appeals decision to demolish 1855 Manz.

CITY COMMISSION RECOMMENDATION: The Commission will consider this item at it's meeting on Tuesday, September 24, 2002.

Motion by Commissioner Spataro, second by Commissioner Schweifler to approve staff to concur with the Housing Board of Appeals decision to demolish.

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

Nays: None.

MOTION PASSES

215 W. Grand: Case # & Project Address: #02-012, 215 W. Grand

Location and ownership: This structure is located on W. Grand between Fifth and Sixth Streets. It was owned by Dwight Taylor/Renetta McClanhanan, but is in the process of being taken back by Homecomings Financial Services.

Staff Correspondence: This property was fire damaged and had an inspection 4/1/02. It had been rented out previous with no Certificate of Compliance. An interior inspection was conducted on 4/15/02 with the property manager. The HBA ordered the structure demolished 7/11/02. The Notice and Order to repair or remove was issued 8/7/02.

Owner Contact: There has been no contact from the owner. On 8/6/02 there was notification that Homecomings Financial Network was in the process of taking the property back.

FINANCIAL IMPACT: The cost of demolition for 215 W. Grand will be paid with CDBG funds.

BUDGET ACTION REQUIRED: None

Estimated Cost of Repairs: \$12,000 for each structure.

STAFF RECOMMENDATION: To concur with the Housing Board of Appeals decision to demolish 215 W. Grand.

CITY COMMISSION RECOMMENDATION: The Commission will consider this item at it's meeting on Tuesday, September 24, 2002.

Motion by Commissioner Spataro, second by Commissioner Gawron to approve staff to concur with the Housing Board of Appeals decision to demolish.

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

Nays: None.

MOTION PASSES

b. Smartzone Property Transfer Agreement. PLANNING & ECONOMIC DEVELOPMENT

SUMMARY OF REQUEST: To approve the Property Transfer Agreement between the City of Muskegon and Lakefront LLC to transfer property on the former Teledyne site for City right-way, on the condition that any attachments not presently included in the document, are subsequently approved by the City's legal counsel.

STAFF RECOMMENDATION: To approve the Property Transfer Agreement, with the

above conditions.

The City Manger requested that this be discussed in Closed Session after Regular Meeting.

c. Renaissance Zone. PLANNING & ECONOMIC DEVELOPMENT

1. P. A. 425 Agreement with Dalton Township.

SUMMARY OF REQUEST: To approve the P.A. 425 agreement with Dalton Township. This agreement will transfer the former Cordova Chemical site, consisting of 210 acres, from Dalton Township to the City of Muskegon for a period of 50 years.

FINANCIAL IMPACT: Future income taxes will be shared between the City (60%) and Dalton Township (40%). Development costs will be the responsibility of the County. If the Township needs someone to perform services on their behalf, the City has the right of first refusal at cost plus 15%.

After the timeline for Renaissance zone designation passes, the City will pay to Dalton Township an amount equal to their then current millage rate.

BUDGET ACTION REQUIRED: None at this time.

STAFF RECOMMENDATION: To approve the agreement with Dalton Township.

2. Cordoba Site Development Agreement with the County.

SUMMARY OF REQUEST: To approve the Development Agreement with the County of Muskegon. In this agreement the County agrees to pursue development of the Cordoba site "in good faith".

FINANCIAL IMPACT: None. City pledges one of it's remaining Renaissance Zones.

BUDGET ACTION REQUIRED: None at this time.

STAFF RECOMMENDATION: To approve the agreement with the County of Muskegon.

3. Resolution Granting Renaissance Zone Status to the Cordoba Chemical Site

SUMMARY OF REQUEST: To approve the resolution granting Renaissance Zone status to the Cordoba chemical Site.

FINANCIAL IMPACT: Future income taxes will be shared between the City (60%) and Dalton Township (40%). Development costs will be the responsibility of the County. If the Township needs someone to perform services on their behalf, the City has the right of first refusal at cost plus 15%.

After the timeline for Renaissance zone designation passes, the City will pay to Dalton Township an amount equal to their then current millage rate.

There is no direct tax loss to the City because until now the site has not been located in the City.

BUDGET ACTION REQUIRED: None at this time.

STAFF RECOMMENDATION: To approve the resolution.

Motion by Commissioner Schweifler, second by Commissioner Gawron to approve the P.A. 425 Agreement with Dalton Township for transfer of the

Cordoba Chemical site, approve the Cordoba Site Development Agreement with the County of Muskegon and approve the Resolution Granting Renaissance Zone Status to the Cordoba Chemical Site.

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

Nays: None

MOTION PASSES

4. Development Agreement with P & G LLC.

SUMMARY OF REQUEST: To approve the Development Agreement with A.N.M. Real Estate.

FINANCIAL IMPACT: If P & G LLC fails to redevelop the Shaw Walker building, it will pay a special assessment of \$30,000 per year to the City while the Renaissance Zone is in effect.

P & G LLC Real Estate will begin making annual payments of \$5,000 per year until such time as the portion of the building now occupied by the Knoll Group is redeveloped or demolished.

BUDGET ACTION REQUIRED: None at this time.

STAFF RECOMMENDATION: To approve the development agreement.

5. Consent Assessment with P & G LLC.

SUMMARY OF REQUEST: To approve the Consent Special Assessment related to the Development Agreement with P & G LLC.

FINANCIAL IMPACT: If P & G LLC Real Estate fails to redevelop the Shaw Walker building, it will pay a special assessment of \$30,000 per year to the City while the Renaissance Zone is in effect.

P & G LLC Real Estate will begin making annual payments of \$5,000 per year until such time as the portion of the building now occupied by the Knoll Group is redeveloped or demolished.

BUDGET ACTION REQUIRED: None at this time

STAFF RECOMMENDATION: To approve the consent assessment.

6. Development Agreement with P and G Holdings LLC related to Shaw Walker Renaissance Zone.

SUMMARY OF REQUEST: To approve the Development Agreement with P and G Holdings, LLC.

STAFF RECOMMENDATION: To approve the consent assessment.

Item 6 was already covered in Item 4 and was removed from Agenda.

7. Renaissance Zone for Shaw Walker Building

SUMMARY OF REQUEST: To approve the resolution granting Renaissance Zone status to the Shaw Walker Building.

FINANCIAL IMPACT: General Fund tax loss of approximately \$21,000 per year.

However, the site is also in the DDA and is a "black hole" which costs the DDA \$68,000 per year.

BUDGET ACTION REQUIRED: None at this time.

STAFF RECOMMENDATION: To approve the resolution.

Motion by Vice Mayor Buie, second by Commissioner Spataro to approve the Development Agreement with P & G LLC and the Consent Special Assessment with P & G LLC and approve the Resolution granting Renaissance Zone status to the Shaw Walker Building.

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

Nays: None

MOTION PASSES

8. Resolution Expanding the Whittaker Electric Renaissance Zone to include the Seaway Industrial Park and Associated Properties.

SUMMARY OF REQUEST: To approve the resolution granting Renaissance Zone status to the Seaway Industrial Park and associated properties.

FINANCIAL IMPACT: Approximate tax loss of \$800 associated with Ernie's Car Lot.

BUDGET ACTION REQUIRED: None at this time.

STAFF RECOMMENDATION: To approve the resolution.

Motion by Commissioner Spataro, second by Commissioner Gawron to approve the Resolution Expanding the Whittaker Electric Renaissance Zone to include the Seaway Industrial Park and Associated Properties.

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

Nays: None

MOTION PASSES

9. Development Agreement with West Michigan Dock and Market.

SUMMARY OF REQUEST: To approve the Development Agreement with West Michigan Dock and Market.

Recent changes offered by Mart Dock include the commitment to a \$1 million investment and exclusion of portions of the parcel from Renaissance Zone status, as illustrated in the attached map.

FINANCIAL IMPACT: If West Michigan Dock and Market fails to develop the Mart Dock site in accordance with the development agreement, it will pay a special assessment of \$46,900 per year to the City while the Renaissance Zone is in effect.

BUDGET ACTION REQUIRED: None at this time.

STAFF RECOMMENDATION: To approve the development agreement.

10. Consent Assessment Agreement with West Michigan Dock and Market.

SUMMARY OF REQUEST: To approve the Consent Assessment with West Michigan Dock and Market.

Recent changes offered by Mart Dock include the commitment to a \$1 million investment and exclusion of portions of the parcel from Renaissance Zone status, as illustrated in the attached map.

FINANCIAL IMPACT: If West Michigan Dock and Market fails to develop the Mart Dock site in accordance with the development agreement, it will pay a special assessment of \$46,900 per year to the City while the Renaissance Zone is in effect.

BUDGET ACTION REQUIRED: None at this time.

STAFF RECOMMENDATION: To approve the development agreement.

11. Renaissance Zone for Mart Dock

SUMMARY OF REQUEST: To approve the resolution granting Renaissance Zone status to the Mart Dock site.

FINANCIAL IMPACT: It is estimated that the general fund tax loss will be about \$7,000 and that DDA tax loss will be \$14,000.

BUDGET ACTION REQUIRED: None at this time.

STAFF RECOMMENDATION: To approve the development agreement.

Motion by Commissioner Shepherd, second by Commissioner Schweifler to approve the Development Agreement with West Michigan Dock and Market.

ROLL VOTE: Ayes: Schweifler, Shepherd

Nays: Gawron, Larson, Spataro, Warmington, Buie

MOTION FAILS

12. Development Agreement with the Downtown Muskegon Development Corporation.

SUMMARY OF REQUEST: To approve the Development Agreement with the Downtown Muskegon Development Corporation.

FINANCIAL IMPACT: If Downtown Muskegon Development Corporation fails to develop the Muskegon Mall site in accordance with the development agreement, it will pay a special assessment of \$40,000 per year to the City while the Renaissance Zone is in effect.

BUDGET ACTION REQUIRED: None at this time.

STAFF RECOMMENDATION: To approve the development agreement.

13. Consent Assessment Agreement with the Downtown Muskegon Development Corporation.

SUMMARY OF REQUEST: To approve the Consent Assessment with the Downtown Muskegon Development Corporation.

FINANCIAL IMPACT: If Downtown Muskegon Development Corporation fails to

develop the Muskegon Mall site in accordance with the development agreement, it will pay a special assessment of \$40,000 per year to the City while the Renaissance Zone is in effect.

BUDGET ACTION REQUIRED: None at this time.

STAFF RECOMMENDATION: To approve the Consent Assessment agreement.

Motion by Commisioner Larson, second by Commissioner Schweifler to approve the Development Agreement and the Consent Assessment with the Downtown Muskegon Development Corporation.

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

Nays: None

Out of Room: Warmington

MOTION PASSES

14. Development Agreement with the Archimedes Group-Medical Arts LLC.

SUMMARY OF REQUEST: To approve the Development Agreement with the Archimedes Group-Medical Arts LLC.

FINANCIAL IMPACT: If Downtown Muskegon Development Corporation fails to develop the Muskegon Mall site in accordance with the development agreement, it will pay a special assessment of \$14,000 per year to the City while the Renaissance Zone is in effect.

BUDGET ACTION REQUIRED: None at this time.

STAFF RECOMMENDATION: To not approve the development agreement. Michigan Economic Development Corporation staff has recommended approval of the Muskegon Mall Renaissance Zone, with the condition that the Medical Arts building be removed.

15. Consent Assessment Agreement with the Archimedes Group-Medical Arts LLC.

SUMMARY OF REQUEST: To approve the Consent Assessment Agreement with the Archimedes Group Medical Arts LLC.

FINANCIAL IMPACT: If Archimedes Group-Medical Arts LLC fails to develop the Medical Arts building in accordance with the development agreement, it will pay a special assessment of \$14,000 per year to the City while the Renaissance Zone is in effect.

BUDGET ACITON REQUIRED: None a this time.

STAFF RECOMMENDATION: To not approve the special assessment agreement. Michigan Economic Development Corporation staff has recommended approval of the Muskegon Mall Renaissance Zone, with the condition that the Medical Arts building be removed.

Motion by Commissioner Larson, second by Commissioner Gawron to deny the Development Agreement and the Consent Assessment Agreement with the Archimedes Group-Medical Arts LLC.

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

Nays: None

Absent: Gawron

MOTION PASSES

16. Resolution Granting Renaissance Zone Status to the Muskegon Mall.

SUMMARY OF REQUEST: To approve the resolution granting Renaissance Zone status to the Muskegon Mall excluding the Muskegon Mall.

FINANCIAL IMPACT: It is estimated that the tax loss to the City will be about \$9,8000 per year for the Mall.

BUDGET ACTION REQUIRED: None at this time.

STAFF RECOMMENDATION: To approve the resolution.

Motion by Commissioner Spataro, second by Commissioner Shepherd to approve the Resolution granting Renaissance Zone status to the Muskegon Mall excluding the Medical Arts Building.

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

Nays: None

MOTION PASSES

17. Development Agreement and Real Estate Purchase Agreement with Seaway Industrial Park, L.C.

Motion by Commissioner Spataro, second by Commissioner Schweifler to approve the Development Agreement and the Real Estate Purchase Agreement between the City of Muskegon and Seaway Industrial Park, L.C.

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

Nays: None

MOTION PASSES

2002-109 CLOSED SESSION – to discuss property acquisition

Moved by Commissioner Spataro, second by Commissioner Schweifler to go into close session at 8:50pm to discuss property acquisition.

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

Nays: None

MOTION PASSES

Moved by Commissioner Schweifler, second by Vice Mayor Buie to go to open session at 9:39pm.

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

Warmington

Nays: None

Moved by Commissioner Schweifler, second by Vice Mayor Buie to approve the property acquisition on the condition that any attachments not presently included in the document, are subsequently approved by the City's legal council.

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

Nays: None

MOTION PASSES

ADJOURNMENT: The Regular Commission Meeting for the City of Muskegon was adjourned at 9:42pm.

Respectfully submitted,

A handwritten signature in cursive script, appearing to read "Gail Kunding".

Gail Kunding, MMC

*Could not get
fireworks -
No show*

Date: September 24, 2002
To: Honorable Mayor and City Commissioners
From: Gail A. Kunding, City Clerk
RE: Fireworks Display - L. C. Walker Arena

SUMMARY OF REQUEST: Steve Franklin is requesting approval of a fireworks display permit for October 12th, at the L. C. Walker Arena Muskegon Fury game. Fire Marshall Metcalf has reviewed the request and recommends approval contingent on inspection of the fireworks and approval of insurance.

FINANCIAL IMPACT: None.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: Approval contingent on inspection of the fireworks and approval of insurance.

cc: Major Metcalf

FM-32(12-68)

APPLICATION
FOR FIREWORKS DISPLAY PERMIT
Act 358, P.A. 1968

DATE OF APPLICATION

9-17-02

1. TYPE OF DISPLAY:



Public Display



Agricultural Pest Control

2. APPLICANT

NAME OF PERSON

Steve Franklin

ADDRESS

3500 S. Getty

AGE: Must be 21 or over

IF A CORPORATION: Name of President

Summit Pyrotechnics

ADDRESS

3. PYROTECHNIC OPERATOR

NAME

Steve Franklin

ADDRESS

3500 S. Getty

AGE: Must be 21 or over

EXPERIENCE:

NUMBER OF YEARS

15

NUMBER OF DISPLAYS

300+

WHERE

MI IND. OH. IL. FL. MD. N.Y. Mo. KD. FL.
D.C.

NAMES OF ASSISTANTS:

NAME

ADDRESS

AGE

NAME

ADDRESS

AGE

4. NON-RESIDENT APPLICANT

NAME

ADDRESS

Name of Michigan Attorney or Resident Agent

ADDRESS

TELEPHONE NUMBER

5. EXACT LOCATION OF PROPOSED DISPLAY

L.C. Walker Arena

- Muskegon Ferry.

DATE

Oct 12th -02

TIME

7pm.

6. NUMBER AND KINDS OF FIREWORKS TO BE DISPLAYED

1 - water Fall From Scoreboard.

10 - Fountains

20 - Gerbs

20 - sound effects

MANNER & PLACE OF STORAGE PRIOR TO DISPLAY

Shipped to site day of show.

(Subject to Approval of Local Fire Authorities)

7. FINANCIAL RESPONSIBILITY

A. AMOUNT OF BOND OR INSURANCE

(to be set by municipality)

\$

B. BONDING CORPORATION OF INSURANCE COMPANY: NAME

ADDRESS

Commission Meeting Date: September 24, 2002

Date: September 9, 2002
To: Honorable Mayor and City Commissioners
From: Planning & Economic Development *ebc*
RE: Sale of Non-buildable Lot at 164 Iona Avenue

SUMMARY OF REQUEST:

To approve the sale of a vacant non-buildable lot (Parcel #24-205-238-0006-10) at 164 Iona Avenue to David and Belinda Reek, 160 Iona Avenue, Muskegon, MI 49442. Approval of this sale will allow the adjacent property owner to expand their current yard (see attached map). The subject parcel is being offered for \$100 to Mr. and Mrs. Reek.

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 #2002- 105(d)

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

WHEREAS, the City of Muskegon has received \$100 from David and Belinda Reek, 160 Iona Avenue, Muskegon, MI 49441 for the purchase of a vacant, City-owned lot located adjacent to their property at 164 Iona Avenue (parcel #24-205-238-0006-10);

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 policies of the City;

NOW, THEREFORE BE IT RESOLVED, that the NE ½ LOT 6 BLK 238 CITY OF MUSKEGON REVISED PLAT 1903 be sold to David and Belinda Reek for \$100.

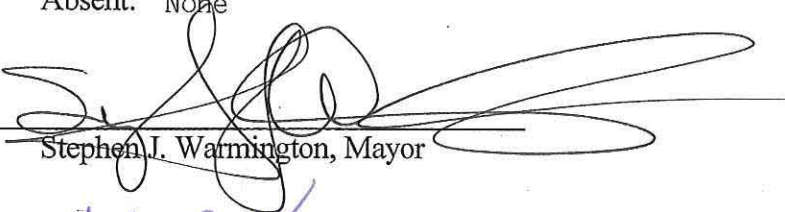
Resolution adopted this 24th day of September, 2002.

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

Nays: None

Absent: None

By:


Stephen J. Warmington, Mayor

Attest:


Gail A. Kunding, Clerk

CERTIFICATION

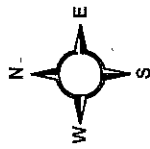
This resolution was adopted at a regular meeting of the City Commission, held on September 24, 2002. The meeting was properly held and noticed pursuant to the Open Meetings Act of the State of Michigan, Act 267 of the Public Acts of 1976.

CITY OF MUSKEGON

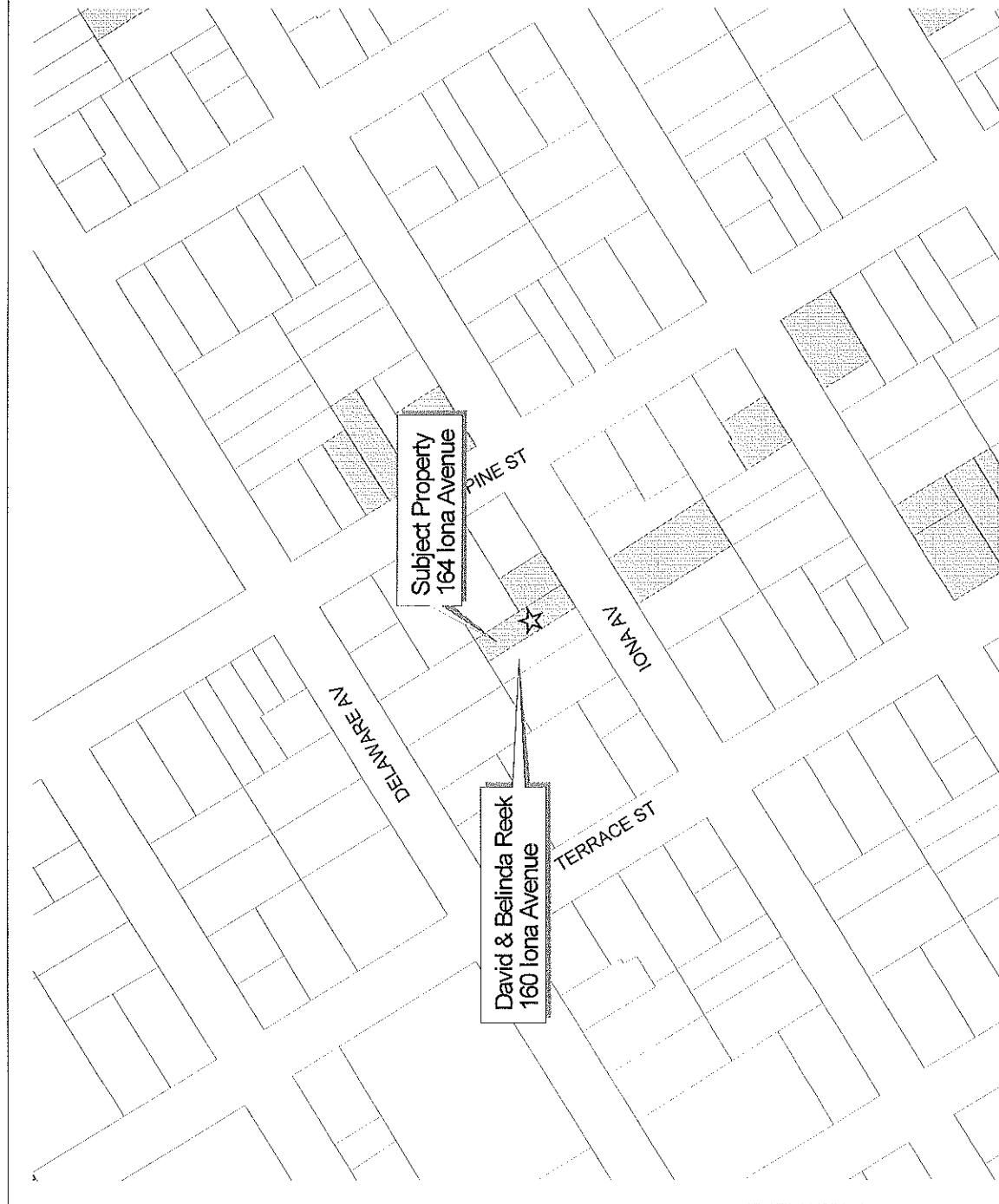
By

Gail A. Kunderger
Gail A. Kunderger, Clerk

Vacant Non-buildable City-Owned Lot 164 Iona Avenue



☆ = Subject Property(ies)
to be sold



QUIT-CLAIM DEED

2002-105(d)

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: **DAVID and BELINDA REEK**, husband and wife, of 160 Iona Avenue, Muskegon, MI 49442,

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

Northeast 1/2 of Lot 6, Block 238, CITY OF MUSKEGON
REVISED PLAT OF 1903

for the sum of One Hundred and no/100 Dollars (\$100.00).

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

Dated this 9th day of October, 2002.

Signed in the presence of:

Linda Potter
Linda Potter

Margaret M. Platt
Margaret M. Platt

STATE OF MICHIGAN
COUNTY OF MUSKEGON

CITY OF MUSKEGON

By Stephen J. Warmington
Stephen J. Warmington, Mayor

and Gail A. Kunding
Gail A. Kunding, Clerk

The foregoing instrument was acknowledged before me this 9th day of October, 2002, by Stephen J. Warmington and Gail A. Kunding, 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 Ave., P. O. Box 786
Muskegon, MI 49443-0786
Telephone: 616/722-1621

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

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

Commission Meeting Date: September 24, 2002

Date: September 9, 2002
To: Honorable Mayor and City Commissioners
From: Planning & Economic Development *CBC*
RE: Sale of Non-buildable Lot at 170 Iona Avenue

SUMMARY OF REQUEST:

To approve the sale of a vacant non-buildable lot (Parcel #24-205-238-0007-00) at 170 Iona Avenue to James Singleton, 3925 E. Apple Avenue, Muskegon, MI 49442. Approval of this sale will allow the adjacent property owner to expand the current yard at the house located at 1169 Pine Street (see attached map). The subject parcel is being offered for \$100 to Mr. Singleton.

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 #2002- 105(e)

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

WHEREAS, the City of Muskegon has received \$100 from James Singleton, 3925 E. Apple Avenue, Muskegon, MI 49442 for the purchase of a vacant, City-owned lot located at 170 Iona Avenue, which is adjacent to his property at 1169 Pine Street (parcel #24-205-238-0007-00);

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 policies of the City;

NOW, THEREFORE BE IT RESOLVED, that the W 46 FT LOT 7 BLK 238 CITY OF MUSKEGON REVISED PLAT 1903 be sold to James Singleton for \$100.

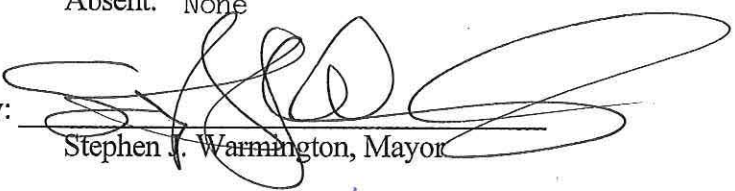
Resolution adopted this 24th day of September, 2002.

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

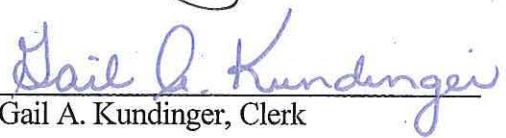
Nays: None

Absent: None

By:


Stephen J. Warmington, Mayor

Attest:


Gail A. Kunding, Clerk

CERTIFICATION

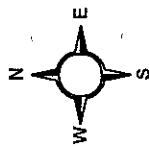
This resolution was adopted at a regular meeting of the City Commission, held on September 24, 2002. The meeting was properly held and noticed pursuant to the Open Meetings Act of the State of Michigan, Act 267 of the Public Acts of 1976.

CITY OF MUSKEGON

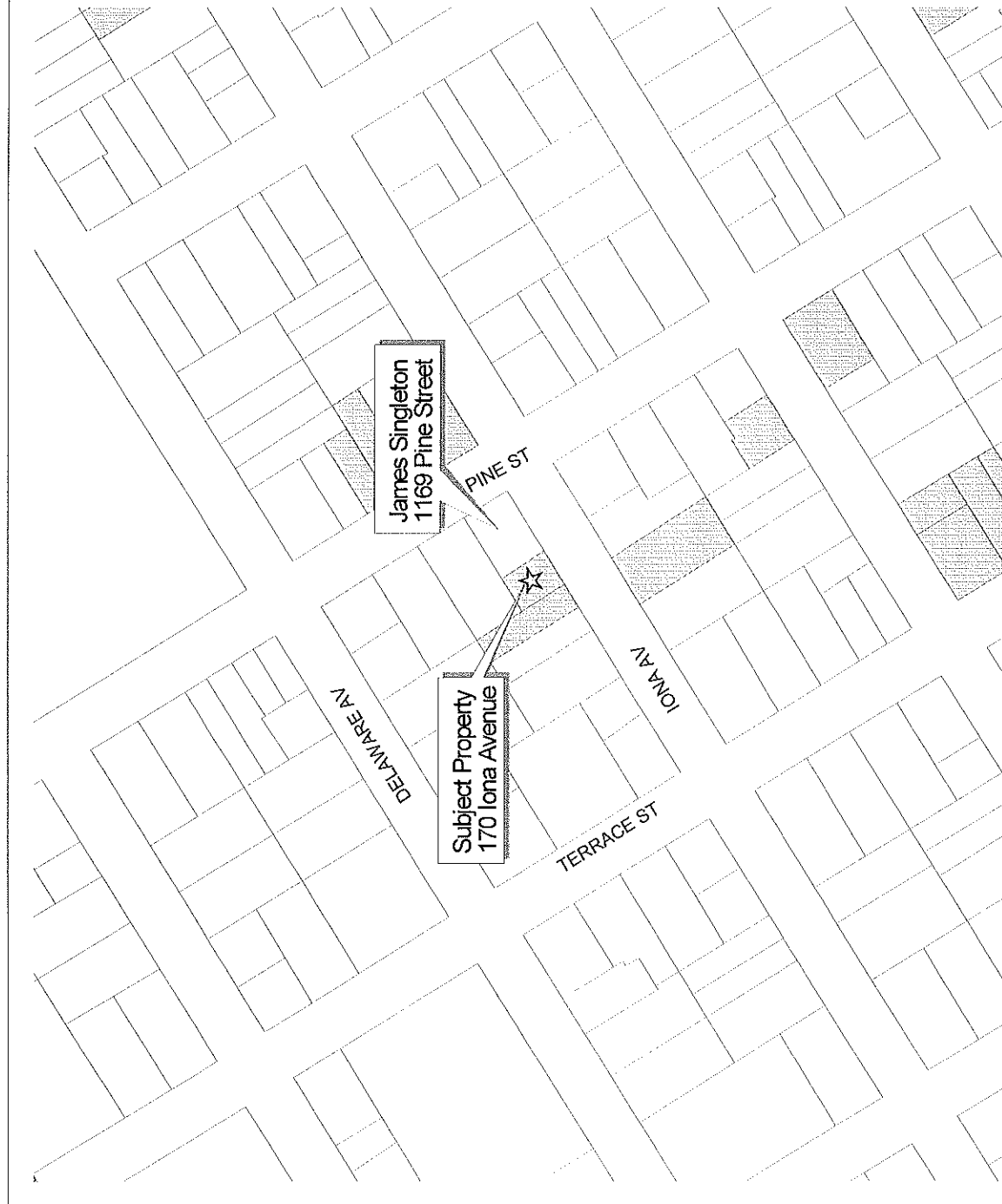
By

Gail A. Kunding
Gail A. Kunding, Clerk

**Vacant Non-buildable City-Owned Lot
164 Iona Avenue**



☆ = Subject Property(ies)
to be sold



QUIT-CLAIM DEED

2002-105(e)

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: **JAMES SINGLETON**, a married man, of 3925 E. Apple Avenue, Muskegon, MI 49442,

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

West 46 feet of Lot 7, Block 238, CITY OF MUSKEGON
REVISED PLAT OF 1903

for the sum of One Hundred and no/100 Dollars (\$100.00).

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

Dated this 9th day of October, 2002.

Signed in the presence of:

Linda Potter
Linda Potter

Margaret M. Platt
Margaret M. Platt

CITY OF MUSKEGON

By [Signature]
Stephen J. Warmington, Mayor

and Gail A. Kunderiger
Gail A. Kunderiger, Clerk

STATE OF MICHIGAN
COUNTY OF MUSKEGON

The foregoing instrument was acknowledged before me this 9th day of October, 2002, by Stephen J. Warmington and Gail A. Kunderiger, 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 Ave., P. O. Box 786
Muskegon, MI 49443-0786
Telephone: 616/722-1621

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

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

Date: September 16, 2002
To: Honorable Mayor and City Commissioners
From: Melissa Jacobsen 
RE: Prince Bridge Change Order

SUMMARY OF REQUEST:

To approve the change order for the original agreement with Prince Bridge Marine to do the sheet pile/bulkhead repairs for the West side of Hartshorn Marina.

FINANCIAL IMPACT:

\$161,546.00 with a 50% match coming from the Michigan Department of Natural Resources.

BUDGET ACTION REQUIRED:

Match will need to be provided by either a bond or loan to be paid off by the marina

STAFF RECOMMENDATION:

Approve

COMMITTEE RECOMMENDATION:

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

Assessor
231/724-6708
FAX/726-5181

Cemetery
231/724-6783
FAX/726-5617

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

Clerk
231/724-6705
FAX/724-4178

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

Engineering
231/724-6707
FAX/727-6904

Finance
231/724-6713
FAX/724-6768

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

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

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

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

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

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

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

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

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

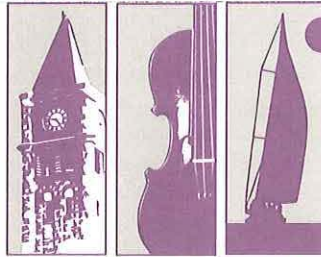
Public Works
231/724-4100
FAX/722-4188

Treasurer
231/724-6720
FAX/724-6768

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

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

MUSKEGON



West Michigan's Shoreline City

Date: September 16, 2002
To: Honorable Mayor and City Commissioners
From: Melissa Jacobsen 
Re: Prince Bridge Change Order

I am requesting your approval of the change order for the original agreement with Prince Bridge Marine to provide sheet pile/bulkhead repairs to Hartshorn Marina on the West side. The original contract completed the east side sheet pile/bulkhead repairs.

The cost of the services is \$161,546.00 with the Department of Natural Resources providing a 50% match.

Thank you for your consideration.

Date: September 16, 2002
To: Honorable Mayor and City Commissioners
From: Melissa Jacobsen 
RE: The Abonmarche Group agreement

SUMMARY OF REQUEST:

To approve the addendum to the original agreement with The Abonmarche Group to provide engineering services for the Electrical Grant project at Hartshorn Marina.

FINANCIAL IMPACT:

\$28,630.00 with a 50% match from the MDNR

BUDGET ACTION REQUIRED:

Match will need to be provided by either a bond or loan to be paid off by the marina

STAFF RECOMMENDATION:

Approve

COMMITTEE RECOMMENDATION:

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

Assessor
231/724-6708
FAX/726-5181

Cemetery
231/724-6783
FAX/726-5617

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

Clerk
231/724-6705
FAX/724-4178

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

Engineering
231/724-6707
FAX/727-6904

Finance
231/724-6713
FAX/724-6768

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

Income Tax
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FAX/724-6768

Info. Systems
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FAX/722-4301

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

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

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

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

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

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

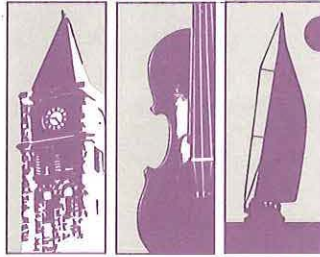
Public Works
231/724-4100
FAX/722-4188

Treasurer
231/724-6720
FAX/724-6768

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

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

MUSKEGON



West Michigan's Shoreline City

Date: September 16, 2002
To: Honorable Mayor and City Commissioners
From: Melissa Jacobsen 
Re: The Abonmarche Group Agreement

I am requesting your approval of the addendum to the original agreement with The Abonmarch Group to provide engineering services for the electrical upgrade project at Hartshorn Marina.

The cost of the services is \$28,630.00 with a 50% match coming from the MDNR.

Thank you for your consideration.

CITY COMMISSION MEETING
Tuesday, September 24, 2002

TO: Honorable Mayor and City Commissioners

FROM: Anthony L. Kleibecker
Chief of Police



DATE: September 9, 2002

SUBJECT: Purchase of Computer Equipment

SUMMARY OF REQUEST:

Police Department staff request that the Commission approve the use of FY2000 Local Law Enforcement Block Grant funds to purchase new computer hardware and software for use in the Investigations Bureau and for the Community Police Coordinator. The current systems are old and we have experienced a number of malfunctions. The new hardware would consist of 14 PC's.

The system has been designed with the assistance of the Information Technologies Department. Specifications for the system are attached.

FINANCIAL IMPACT:

Cost for the system is \$19,530.00 (\$1,395 per unit). There is no impact on General Fund monies. This grant expires at the end of October 2002.

BUDGET ACTION REQUIRED:

None

STAFF RECOMMENDATION:

Approval of the request.

RECEIVED

DELL

SEP 06 2002

QUOTATION

MUSKEGON POLICE DEPT.
CHIEF of POLICE

QUOTE #: 89566337

Customer #: 3923456

Quote Date: 9/6/2002

Date: 9/6/2002 2:41:17 PM

Customer Name: CITY OF MUSKEGON

TOTAL QUOTE AMOUNT:	\$19,530.00	<i>for 14 systems</i>	
Product Subtotal:	\$19,530.00		
Tax:	\$0.00		
Shipping & Handling:	\$0.00		
Shipping Method:	Ground	Total Number of System Groups:	1

GROUP: 1	QUANTITY: 14	SYSTEM PRICE: \$1,395.00	GROUP TOTAL: \$19,530.00
Base Unit:	Dimension 4500S Series, Intel Pentium 4 Processor at 1.8GHz (221-0709)		
Memory:	256MB DDR SDRAM at 266MHz (311-1282)		
Keyboard:	Dell Quiet Key Keyboard (310-1582)		
Monitor:	15 in (15.0 in Viewable), E151FP Flat Panel Display (320-0182)		
Video Card:	Integrated Intel 3D AGP Graphics (430-3900)		
Hard Drive:	20GB 7200 RPM Ultra ATA Hard Drive (340-2961)		
Floppy Disk Drive:	3.5in Floppy Drive (340-1927)		
Operating System:	Microsoft Windows XP Professional, English (420-3080)		
Operating System:	Dell Application Back-up CD, Factory Install (313-7222)		
Mouse:	Logitech Optical USB Mouse (310-1413)		
NIC:	10/100 PCI Fast Ethernet NIC Factory Install (430-5353)		
Modem:	No modem requested for Dell Dimension (313-3607)		
CD-ROM or DVD-ROM Drive:	48X Max Variable CD-ROM Drive (313-2561)		
Sound Card:	Integrated ADI 1885 Audio (313-0847)		
Speakers:	No Speaker Requested (313-4514)		
Bundled Software:	Ms Office Pro XP, CD with Doc, English, OEM Package, Factory Install (412-2580)		
Feature	Dell Jukebox powered by MusicMatch (412-0246)		
Feature	Dell Picture Studio Image Expert Standard, Dimension (412-0271)		
Feature	Dell Picture Studio Paint ShopPro Try and Buy, Dimension (412-0273)		
Service:	Type 3 Contract - Next Business Day Parts and Labor On-Site Response, Initial Year (950-1390)		
Service:	Type 3 Contract - Next Business Day Parts and Labor On-Site Response, 2YR Extended (950-1392)		
Misc:	Dellnet by MSN 7.0 Factory Installed 6-month (412-0255)		
Misc:	6 Months of Earthlink Internet Access Included (412-0258)		
	Contract Code 92-00151 For Order Processing to add line item to quotes on F9 Screen (460-5939)		

TOTAL QUOTE AMOUNT:	\$19,530.00		
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Product Subtotal:	\$19,530.00		
Tax:	\$0.00		
Shipping & Handling:	\$0.00		
Shipping Method:	Ground	Total Number of System Groups:	1

SALES REP:	TERRY W WILLIAMS	PHONE:	800-981-3355
Email Address:	Terry_W_Williams@Dell.com	Phone Ext:	46911

For your convenience, your sales representative, quote number and customer number have been included to provide you with faster service when you are ready to place your order. You may also place your order online at www.dell.com/quote

This quote is subject to the terms of the agreement signed by you and Dell, or absent such agreement, is subject to the applicable Dell terms and conditions agreement.

Prices and tax rates are valid in the U.S. only and are subject to change.

*****Sales/use tax is a destination charge, i.e. based on the "ship to" address on your purchase order. Please indicate your taxability status on your PO. If exempt, please fax exemption certificate to Dell Tax Department at 512-283-9276, referencing your customer number. If you have any questions regarding tax please call 800-433-9019. *****

All product and pricing information is based on latest information available. Subject to change without notice or obligation.

LCD panels in Dell products contain mercury, please dispose properly.
Please contact Dell Financial Services' Asset Recovery Services group for EPA compliant disposal options at US_DFS_AssetRecovery@dell.com. Minimum quantities may apply.

Commission Meeting Date: September 24, 2002

Date: September 17, 2002
To: Honorable Mayor & City Commission
From: Planning & Economic Development Department *CBC*
RE: Sale of Buildable Vacant Lot on Lawrence Avenue

SUMMARY OF REQUEST:

To approve the sale of a vacant buildable lot at 1209 Lawrence Avenue (designated as parcel number 24-610-000-0119-00) described as URBAN RENEWAL PLAT NO 1 LOT 119 CITY OF MUSKEGON REVISED PLAT OF 1903 to Galloway Homes, L.L.C., of 6329 Red Rock Court, Muskegon, MI. The lot is 100 x 278.2 ft. and is being offered to Galloway Homes for \$13,000. They plan to use the land for the construction of a 1,260 sq. ft single-family home. The home will contain 3 bedrooms, a full basement, and a 2-stall attached garage. The appraised value of the lot is \$13,000 and the Galloway Homes submitted the only bid of \$13,000.

FINANCIAL IMPACT:

The sale of this lot for construction of a new home will generate additional tax revenue for the City and will place the property 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 said resolution.

COMMITTEE RECOMMENDATION:

Resolution No. 2002-106(f)

MUSKEGON CITY COMMISSION

RESOLUTION APPROVING THE SALE OF A BUILDABLE LOT AT 1209 Lawrence AVENUE IN MARQUETTE NEIGHBORHOOD FOR \$13,000.

WHEREAS, Galloway Homes, L.L.C. has placed a \$400 deposit for the parcel designated as parcel numbers 24-610-000-0119-00, located at 1209 Lawrence Avenue;

WHEREAS, Galloway Homes, L.L.C. has submitted the only bid of \$13,000 for the parcel designated as parcel numbers 24-610-000-0119-00, located at 1209 Lawrence Avenue;

WHEREAS, the sale would generate additional tax revenue for the City and relieve the City of further maintenance costs;

WHEREAS, the sale is consistent with City policy regarding the disposition of buildable lots;

NOW THEREFORE BE IT RESOLVED, that parcel number 24-610-000-0119-00, located at 1209 Lawrence Avenue be sold to the above-mentioned buyer.

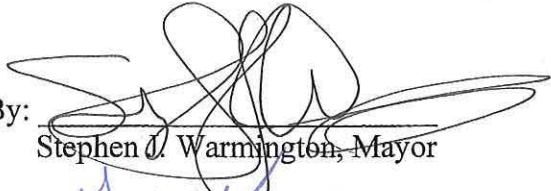
**URBAN RENEWAL PLAT NO 1, LOT 119 OF THE REVISED PLAT (OF 1903)
OF THE CITY OF MUSKEGON;**

Adopted this 24th day of September, 2002

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

Nays: None

Absent None

By: 
Stephen D. Warmington, Mayor

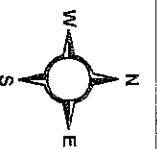
Attest: 
Gail Kunding, Clerk

CERTIFICATION

I hereby certify that the foregoing constitutes a true and complete copy of a resolution adopted by the City Commission of the City of Muskegon, County of Muskegon, Michigan at a regular meeting held on September 24, 2002.

By: 
Gail Kunding, Clerk

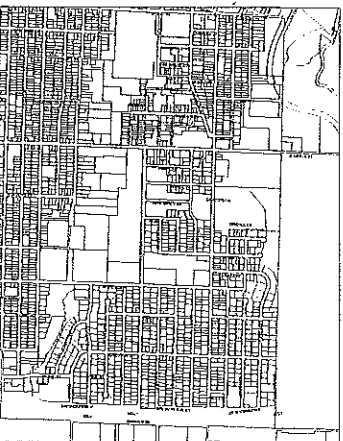
Vacant Buildable City-Owned Lot 1209 Lawrence Avenue



US31

US31

☆ = Subject Property(ies)
to be sold



QUIT-CLAIM DEED

2002-106(f)

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

QUIT CLAIMS to **GALLOWAY HOMES, L.L.C.**, a Michigan limited liability company, of 6329 Red Rock Court, Muskegon, MI 49444,

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

CITY OF MUSKEGON URBAN RENEWAL PLAT NO. 1,
Lot 119
(1209 Lawrence Avenue)

for the sum of Thirteen Thousand and no/100 Dollars (\$13,000.00).

PROVIDED, HOWEVER, Grantee, or its assigns, shall commence construction of one (1) single family home on the premises herein conveyed within eighteen (18) months after the date hereof. In default of such construction, title to the premises shall revert to the City of Muskegon free and clear of any claim of Grantee or its assigns. In addition, the City of Muskegon may retain the consideration for this conveyance free and clear of any claim of Grantee or its assigns. Buyer shall remove only those trees necessary for construction of the home and driveway. "Complete construction" means: (1) issuance of a residential building permit by the City of Muskegon; and, (2) in the sole opinion of the City of Muskegon's Director of Inspections, substantial completion of the dwelling described in the said building permit. In the event of reversion of title of the above-described premises, improvements made thereon shall become the property of Grantor. Provided, further, that Grantee covenants that the parcel described above shall be improved with not more than one (1) single family home, and it shall be owner-occupied for five (5) years after the date of this deed. These covenants and conditions shall run with the land.

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 October, 2002.

Signed in the presence of:

Linda Potter
Linda Potter

Margaret M. Platt
Margaret M. Platt

CITY OF MUSKEGON

By Stephen J. Warrington
Stephen J. Warrington, Its Mayor

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

STATE OF MICHIGAN
COUNTY OF MUSKEGON
2002-106(f)

The foregoing instrument was acknowledged before me this 3rd day of October, 2002, by STEPHEN J. WARMINGTON and GAIL A. KUNDINGER, 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: Grantees

SEND SUBSEQUENT TAX BILLS TO: Grantees

REAL ESTATE PURCHASE AGREEMENT

THIS AGREEMENT is made September 24, 2002, by and between the **CITY OF MUSKEGON**, a municipal corporation, with offices at 933 Terrace, Muskegon, Michigan 49440 (ASeller), and **GALLOWAY HOMES, L.L.C.**, a Michigan limited liability company, of 6329 Red Rock Court, Muskegon, MI 49444 ("Buyer").

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

CITY OF MUSKEGON URBAN RENEWAL PLAT
NO. 1, Lot 119
(1209 Lawrence Avenue)

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

2. **Purchase Price and Manner of Payment.** The purchase price for the Premises shall be Thirteen Thousand and no/100 Dollars (\$13,000.00).

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

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

5. **Covenant to Construct Improvements and Use.** Buyer acknowledges that, as part of the consideration inuring to the City, Buyer covenants and agrees to construct on the

premises a single-family home, up to all codes, within eighteen (18) months of the closing of this transaction. Buyer may only remove those trees necessary for construction of the home and driveway. The home shall be substantially completed within eighteen (18) months and, in the event said substantial completion has not occurred, or the restriction of this paragraph relating to tree removal is violated, in the sole judgment of the City, the property and all improvements then installed shall revert in title to the City, without any compensation or credit to Buyer. Buyer further covenants that the home shall be owner occupied for five (5) years after the closing. The covenants in this paragraph shall survive the closing and run with the land.

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

7. **Condition of Premises and Examination by Buyer.** NO IMPLIED WARRANTIES OF HABITABILITY, QUALITY, CONDITION, FITNESS FOR A PARTICULAR PURPOSE, OR ANY OTHER IMPLIED WARRANTIES SHALL OPERATE BETWEEN SELLER AND BUYER, AND BUYER EXPRESSLY WAIVES ANY AND ALL SUCH IMPLIED WARRANTIES. BUYER UNDERSTANDS AND AGREES THAT THE PREMISES ARE TAKEN "AS IS," SUBJECT TO THE EXPRESS COVENANTS, CONDITIONS AND/OR EXPRESS WARRANTIES CONTAINED IN THIS PURCHASE AGREEMENT. BUYER FURTHER SAYS THAT HE HAS PERSONALLY INSPECTED THE PREMISES AND IS SATISFIED WITH THE CONDITION OF THE LAND, AND THE BUILDINGS AND IMPROVEMENTS THEREON, AND THAT THE PROPERTY IS BEING PURCHASED AS A RESULT OF SUCH INSPECTION AND INVESTIGATION AND NOT DUE TO ANY REPRESENTATIONS MADE BY OR ON BEHALF OF SELLER. SELLER KNOWS OF NO HAZARDOUS SUBSTANCES OR CONTAMINATION, AND BUYER WAIVES ANY CLAIM AGAINST SELLER IN THE EVENT SUCH SUBSTANCES ARE FOUND.

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

9. **Closing.** The closing date of this sale shall be on or before _____, 2002 ("Closing"). The Closing shall be conducted at Transnation Title Insurance Company, 570 Seminole Road, Ste. 102, Muskegon, MI 49444. If necessary, the parties shall execute an IRS closing report at the Closing.

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

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

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

13. **Costs.** Seller shall be responsible to pay the Michigan transfer tax, if any, in the amount required by law. In addition, Seller shall be responsible to pay for the recording of any instrument that must be recorded to clear title to the Premises, to the extent required by this Agreement.

Buyer shall pay for the cost of recording the deed to be delivered at Closing.

14. **General Provisions.**

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

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

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

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

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

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

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

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

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

WITNESSES:

Margaret M. Platt
Margaret M. Platt

Linda Potter
Linda Potter

SELLER: CITY OF MUSKEGON

By [Signature]
Stephen J. Warmington, Mayor

Gail A. Kunding
Gail A. Kunding, Clerk

BUYER:

GALLOWAY HOMES, L.L.C., a Michigan
limited liability company

By [Signature]

Its Member, Galloway Homes

EIN No.: 38-3629074

TRANSNATION TITLE INSURANCE COMPANY
570 Seminole Road
Muskegon MI 49444

Date: October 11, 2002
Escrow Number: 422251

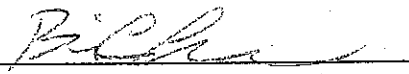
Property Address: 1209 Lawrence
Muskegon, Michigan 49442

	SELLER'S STATEMENT	
	DEBIT	CREDIT
Purchase Price	\$	\$ 13,000.00
EXISTING LOAN		
Deposit of earnest money	400.00	
CLOSING FEES	250.00	
OWNERS PREMIUM	198.00	
Real Estate Commission		
Sub Total	\$ 848.00	\$ 13,000.00
Amount due Seller	\$ 12,152.00	
TOTALS	\$ 13,000.00	\$ 13,000.00

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

Seller(s) Signature(s):

The City of Muskegon

BY 
Brian Lazor, Assistant City Planner

MUSKEGON REAL ESTATE BOARD
ADDENDUM TO BUY and SELL AGREEMENT

Date: October 11, 2002,

Office of Phone REALTOR, MUSKEGON, MI

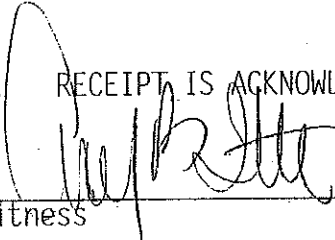
1. Addendum to Buy Sell Agreement dated covering property at 1209 Lawrence, Muskegon, Michigan 49442 and legally described as:

Lot 119, Muskegon Urban Renewal Plat No. 1, as recorded in Liber 19 of Plats, Page 6, Muskegon County Records.

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

Seller agrees to pay the title company closing fee. Buyer has deposited \$400 with the seller.

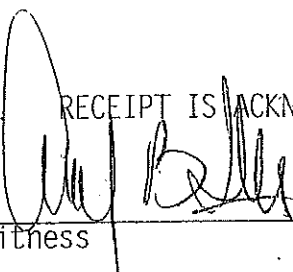
3. RECEIPT IS ACKNOWLEDGED BY BUYER of a copy of this Agreement.


Witness

Galloway Homes, L.L.C.,

BY 
Donald Galloway, General Manager

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


Witness

The City of Muskegon

BY 
Brian Lazor, Assistant City Planner

SURVEY WAIVER

Date: October 11, 2002

RE: 422251

To: TRANSNATION TITLE INSURANCE COMPANY

570 Seminole Road

Muskegon MI 49444

Property Address:

1209 Lawrence

Muskegon, Michigan 49442

County: Muskegon

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

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

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

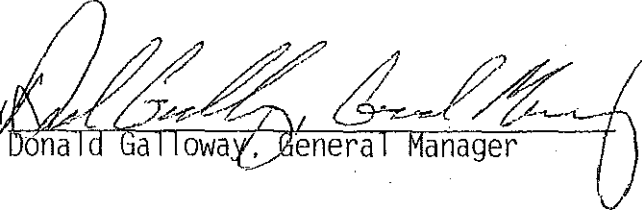
PURCHASER(S):

Galloway Homes, L.L.C.,

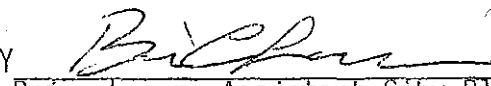
SELLER(S):

The City of Muskegon

BY


Donald Galloway, General Manager

BY


Brian Lazor, Assistant City Planner

AFFIDAVIT OF TITLE

STATE OF MICHIGAN

COUNTY OF Muskegon

} SS

Title Commitment # 422251

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

1209 Lawrence
Muskegon, Michigan 49442

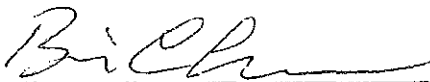
AND

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

Seller(s):

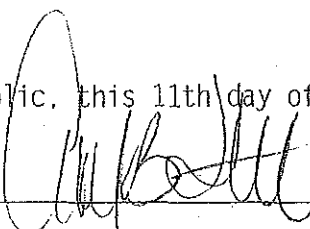
The City of Muskegon

BY



Brian Lazor, Assistant City Planner

Subscribed and sworn to, before me a Notary Public, this 11th day of October, 2002.



Notary Public _____ County

AMY B. FETTI
Notary Public, Muskegon County, Michigan
My Commission Expires 4-19-2003

My Commission Expires: _____

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

FILE # 422251

DATE: October 11th 2002

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

Please check one of the following:

☐ The undersigned do not request Transnation Title Insurance Company to file the form on their behalf.

☒ The undersigned request that the Company mail the form by first class mail and acknowledges that the Company shall not be liable in the event that any of the information provided on said form is inaccurate or incomplete, or in the event said form is not received or properly processed by the local tax collecting unit.

The undersigned acknowledges receipt of the Homestead Exemption Affidavit form (Michigan Department of Treasury Form No. 2368) as same is required by Public Act 415 of 1994 which imposes obligations on purchasers/transferees to file said form within 45 days of the date of transfer. The undersigned further acknowledges that Transnation Title Insurance Company is under no obligation to provide said form but does so as an accommodation to the undersigned. The undersigned assume(s) all liability relative to compliance with the Act and, accordingly, holds the Company harmless from and against any liability relative thereto.

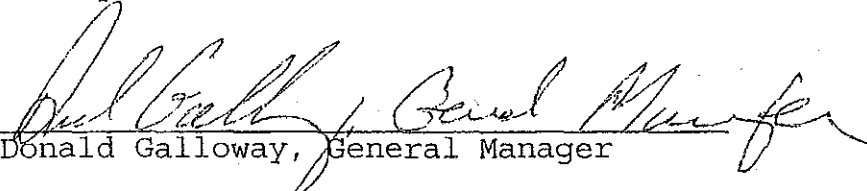
Please check one of the following:

☒ The undersigned do not request Transnation Title Insurance Company to file the form on their behalf.

☐ The undersigned request that the Company mail the form by first class mail and acknowledges that the Company shall not be liable in the event that any of the information provided on said form is inaccurate or incomplete, or in the event said form is not received or properly processed by the local tax collecting unit.

PURCHASER(S):

Galloway Homes, L.L.C.,

BY 
Donald Galloway, General Manager

TO: Honorable Mayor and City Commissioners

FROM: Engineering

DATE: SEPTEMBER 24, 2002

RE: Public Hearing
Spreading of the Special Assessment Roll
SHERIN, LAKESHORE DR. TO MINER

SUMMARY OF REQUEST:

To hold a public hearing on the spreading of the special assessment for **SHERIN STREET, LAKESHORE DR. TO MINER**, and to adopt the attached resolution confirming the special assessment roll.

FINANCIAL IMPACT:

A total of \$28,943.10 would be spread against the thirteen-(13) 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. 2002-107(a)

Resolution Confirming Special Assessment Roll

For SHERIN ST., LAKESHORE DR. TO MINER

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 **March 12, 2002**, 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 **SHERIN ST., LAKESHORE DR. TO MINER**

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: Warmington, Buie, Gawron, Larson, Schweifler, Shepherd

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 **September 24, 2002**. 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 **September 24, 2002**.

City of Muskegon

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

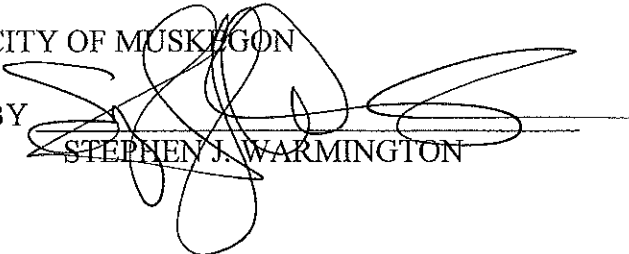
SHERIN STREET, LAKESHORE DR. TO MINER

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

AFFIDAVIT OF MAILING

STATE OF MICHIGAN)
) SS
COUNTY OF MUSKEGON)

TO CONFIRM THE SPECIAL ASSESSMENT DISTRICT FOR :

H-1522 SHERIN, LAKESHORE DRIVE TO MINER

THE DEPONENT SAYS THAT THE NOTICE OF HEARING WAS SERVED UPON EACH OWNER OF OR PARTY IN INTEREST IN PROPERTY TO BE ASSESSED IN THE SPECIAL ASSESSMENT DISTRICT WHOSE NAME APPEARS UPON THE LAST TAX ASSESSMENT RECORDS OF THE CITY OF MUSKEGON BY MAILING SUCH NOTICE IN A SEALED ENVELOPE BY FIRST CLASS UNITED STATES MAIL, WITH POSTAGE PREPAID, ADDRESSED TO EACH SUCH OWNER OR PARTY IN INTEREST AT THE ADDRESS SHOWN ON SAID LAST TAX ASSESSMENT RECORDS BY DEPOSITING THEM IN AN OFFICIAL UNITED STATES MAIL RECEPTACLE ON THE 13TH OF SEPTEMBER, 2002

Gail A. Kunderger
GAIL A. KUNDINGER, CITY CLERK

SUBSCRIBED AND SWORN TO BEFORE ME THIS
3rd DAY OF October, 2002.

Linda S. Potter
NOTARY PUBLIC, MUSKEGON COUNTY, MICHIGAN

MY COMMISSION EXPIRES 9-25-06

September 13TH , 2002

Owners Name
Owner's Address
Muskegon, MI 49441

«NUMBER»

Property Parcel Number: 24-xxx-xxx-xxxx-xx at Parcel Address

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-1522 Sherin, Lakeshore Drive to Miner

Public Hearings

A public confirmation hearing will be held in the City of Muskegon Commission Chambers on Tuesday, September 24TH, 2002 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 SEPTEMBER 24TH, 2002 YOU WILL HAVE THIRTY (30) DAYS FROM THE DATE OF THE CONFIRMATION TO FILE A WRITTEN APPEAL WITH THE MICHIGAN TAX TRIBUNAL. 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 \$60,000 of which \$26,998.50 will be paid by special assessment to the property owners. If the special assessment is confirmed your property will be assessed \$xxx.xx based on xxx feet assessable front footage at \$28.03 per assessable foot for the street improvements. In addition, you will be assessed \$xxx.xx for driveway approach and/or sidewalk improvements made to your property for a total special assessment cost of \$XXXX.XX. Following are the terms of the special assessment:

Assessment Period: Ten (10) Years
Interest Rate: 5% per year
First Installment: \$XXX.XX
Due Date: November 13TH, 2002

«CDBG»

«NUMBER»

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 black ink, appearing to read 'Mohammed Al-Shatel', written in a cursive style.

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**.

CITY OF MUSKEGON
SHERIN, LAKESHORE DR. TO MINER H-1522
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.

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
NOTICE OF PUBLIC HEARINGS
CONFIRMATION OF SPECIAL ASSESSMENT ROLLS
SPECIAL ASSESSMENT DISTRICTS:**

**SHERIN ST., LAKESHORE TO MINER
AND
SIDEWALK REPLACEMENT PROGRAM FOR 2002**

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

**All properties abutting Sherin St., from Lakeshore Dr. to Miner
AND**

All parcels within area E-5 which is bounded by Ryerson Creek to the north, Evanston to south, Getty St. to the west and Easterly City limits to the east in a addition to 995 Evanston, 1381, 1391 & 1405 Madison

PLEASE TAKE NOTICE that a hearing to confirm the special assessment district will be held at the City of Muskegon Commission Chambers on **SEPTEMBER 24, 2002 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 roll that has been prepared and submitted for the purpose of said hearing and for examination by those persons to be assessed. The special assessment roll is 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 hearing the City Commission determined that the special assessment district should be created, the improvement made, and the assessment levied. The purpose of this hearing is to hear objections to the assessment roll and to approve, reject, or correct the said roll.

Gail A. Kundering, City Clerk

Publish: **SEPTEMBER 14, 2002**

ADA POLICY

The City will provide necessary appropriate auxiliary aids and services, for example, signers for the hearing impaired, audio tapes 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. 2002-32(c)

RECEIVED
CITY OF MUSKEGON

MAR 25 2002

Resolution At First Hearing Creating Special Assessment District
For **Sherin St., from Lakeshore Dr. to Miner**

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

RECITALS:

1. A hearing has been held on **March 12, 2002** 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 **March 12, 2002**, there were 34.79% 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 Larson and Schweifler 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 **43.8%** 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 Warmington, Buie, Gawron, Larson, Schweifler, Spataro

Nays None

CITY OF MUSKEGON

By Gail A. Kunderinger
Gail A. Kunderinger, Clerk

ACKNOWLEDGMENT

This resolution was adopted at a meeting of the City Commission, held on **March 12, 2002**. The meeting was properly held and noticed pursuant to the Open Meetings Act of the State of Michigan, Act 267 of the Public Acts of 1976.

CITY OF MUSKEGON

By Gail A. Kunderinger
Gail A. Kunderinger, Clerk

EXHIBIT A

Sherin St., Lakeshore Dr. to Miner

SPECIAL ASSESSMENT DISTRICT

**All properties abutting that section of Sherin St., Lakeshore
Dr. to Miner**



603

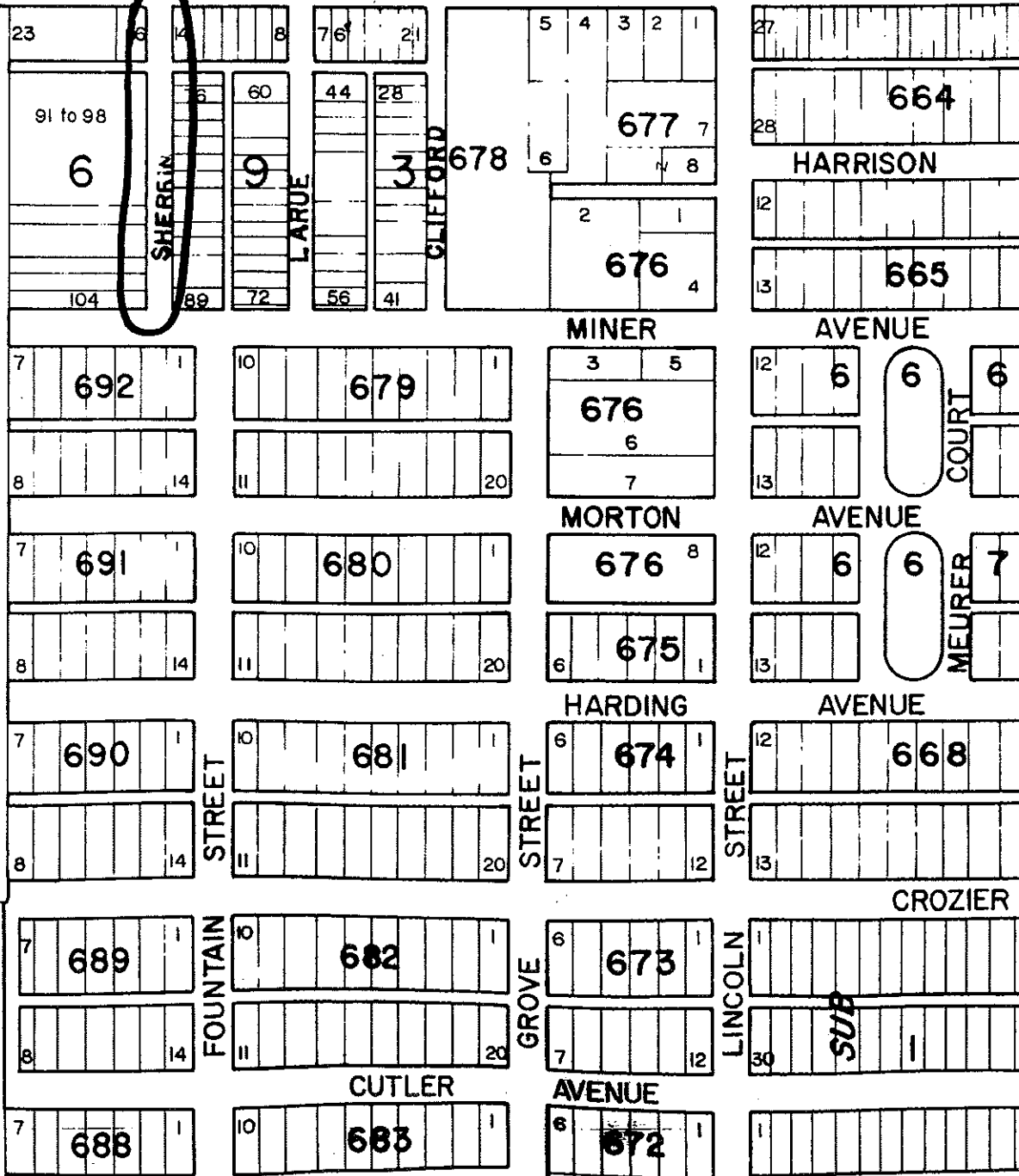
602

601

2

1

LAKE SHORE DRIVE



AFFIDAVIT OF MAILING

STATE OF MICHIGAN)
) SS
COUNTY OF MUSKEGON)

TO CREATE A SPECIAL ASSESSMENT DISTRICT FOR THE FOLLOWING:

H-1522 SHERIN, LAKESHORE TO MINER

THE DEPONENT SAYS THAT THE NOTICE OF HEARING WAS SERVED UPON EACH OWNER OF OR PARTY IN INTEREST IN PROPERTY TO BE ASSESSED IN THE SPECIAL ASSESSMENT DISTRICT WHOSE NAME APPEARS UPON THE LAST TAX ASSESSMENT RECORDS OF THE CITY OF MUSKEGON BY MAILING SUCH NOTICE IN A SEALED ENVELOPE BY FIRST CLASS UNITED STATES MAIL, WITH POSTAGE PREPAID, ADDRESSED TO EACH SUCH OWNER OR PARTY IN INTEREST AT THE ADDRESS SHOWN ON SAID LAST TAX ASSESSMENT RECORDS BY DEPOSITING THEM IN AN OFFICIAL UNITED STATES MAIL RECEPTACLE ON THE **1ST DAY OF MARCH, 2002.**

Gail A. Kunding
GAIL A. KUNDINGER, CITY CLERK

SUBSCRIBED AND SWORN TO BEFORE ME THIS
14th DAY OF March, 2002.

Linda S. Potter
NOTARY PUBLIC, MUSKEGON COUNTY, MICHIGAN

MY COMMISSION EXPIRES 9-25-02

Sherin, Lakeshore to Miner

SPECIAL ASSESSMENT ROLL

PARCEL	@	OWNER	MAILING ADDRESS				PAVING	DR APP / SW	TOTAL
24-205-693-0001-06	2182 SHERIN ST	SAPPI PAPER PRODU	2400 LAKESHORE DR	MUSKEGON	MI	49441	\$1,878.01	\$318.30	\$2,196.31
24-205-693-0001-07	2190 SHERIN ST	HARKER RICHARD	2190 SHERIN ST	MUSKEGON	MI	49441	\$3,363.60	\$241.80	\$3,605.40
24-205-693-0001-02	2195 SHERIN ST	DUFF BRIAN P/MAURE	3541 CHANNEL DR	MUSKEGON	MI	49441	\$5,577.97	\$0.00	\$5,577.97
24-205-693-0001-25	2217 SHERIN ST	CARTY CONSTANCE	2217 SHERIN ST	MUSKEGON	MI	49441	\$981.05	\$270.00	\$1,251.05
24-205-693-0001-26	2223 SHERIN ST	WEE MICHAEL/DEBBIE	2088 PARSLOW #334	MUSKEGON	MI	49441	\$1,681.80	\$0.00	\$1,681.80
24-205-693-0001-29	2224 SHERIN ST	HULL THOMAS J	2224 SHERIN ST	MUSKEGON	MI	49441	\$2,522.70	\$278.40	\$2,801.10
24-205-693-0001-30	2226 SHERIN ST	KOCHMANSKI HENRY	2226 SHERIN ST	MUSKEGON	MI	49441	\$1,681.80	\$346.20	\$2,028.00
24-205-693-0001-31	2230 SHERIN ST	DAUTEN ALVIN J	2230 SHERIN ST	MUSKEGON	MI	49441	\$1,681.80	\$246.60	\$1,928.40
24-205-693-0001-27	2231 SHERIN ST	RYAN JERRY W SR	2231 SHERIN ST	MUSKEGON	MI	49441	\$1,681.80	\$243.30	\$1,925.10
24-205-693-0001-28	2241 SHERIN ST	DAVISON TAG/RHOND	2241 SHERIN ST	MUSKEGON	MI	49441	\$1,163.25	\$0.00	\$1,163.25
24-205-693-0001-03	2541 LAKESHORE D	SAPPI PAPER PRODU	2400 LAKESHORE DR	MUSKEGON	MI	49441	\$1,499.61	\$0.00	\$1,499.61
24-205-693-0001-32	2552 MINER AVE	STRICKLAND WILLIE A	2552 MINER AVE	MUSKEGON	MI	49441	\$1,182.87	\$0.00	\$1,182.87
24-205-693-0001-01	2565 LAKESHORE D	DULA ANDREW J/MAR	2565 LAKESHORE DR	MUSKEGON	MI	49441	\$2,102.25	\$0.00	\$2,102.25

H-1522

HEARING DATE SEPTEMBER 24TH,2002

Sherin, Lakeshore to Miner

SPECIAL ASSESSMENT ROLL

PARCEL	@	OWNER	MAILING ADDRESS	DR APP		TOTAL
				PAVING	/ SW	
TOTALS				\$26,998.50	\$1,944.60	<u>\$28,943.10</u>

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

BOARD OF ASSESSORS

CLIFF TURNER, DIRECTOR,COUNTY EQUALIZATION DATE

WILLIAM LARSON CITY COMMISSIONER DATE

ROBERT SCHWEIFLER CITY COMMISSIONER DATE

NUMBER	P_NUM	COMBINED ADDRESS	CDBG	ACCESS FEET	PAV COST	COST	DRIVE SW
1	24-205-693-0001-06	2182 SHERIN ST	No	67	\$28.03	\$1,878.01	\$318.30
2	24-205-693-0001-07	2190 SHERIN ST	No	120	\$28.03	\$3,363.60	\$48.00
3	24-205-693-0001-02	2195 SHERIN ST	No	199	\$28.03	\$5,577.97	\$0.00
4	24-205-693-0001-25	2217 SHERIN ST	CDBG Approved You Owe \$0.00	35	\$28.03	\$981.05	\$270.00
5	24-205-693-0001-26	2223 SHERIN ST	No	60	\$28.03	\$1,681.80	\$0.00
6	24-205-693-0001-29	2224 SHERIN ST	No	90	\$28.03	\$2,522.70	\$278.40
7	24-205-693-0001-30	2226 SHERIN ST	CDBG Approved You Owe \$0.00	60	\$28.03	\$1,681.80	\$346.20
8	24-205-693-0001-31	2230 SHERIN ST	CDBG Approved You Owe \$0.00	60	\$28.03	\$1,681.80	\$246.60
9	24-205-693-0001-27	2231 SHERIN ST	No	60	\$28.03	\$1,681.80	\$243.30
10	24-205-693-0001-28	2241 SHERIN ST	No	41.5	\$28.03	\$1,163.25	\$0.00
11	24-205-693-0001-03	2541 LAKESHORE DR	No	53.5	\$28.03	\$1,499.61	\$0.00
12	24-205-693-0001-32	2552 MINER AVE	NO	42.2	\$28.03	\$1,182.87	\$0.00
13	24-205-693-0001-01	2565 LAKESHORE DR	No	75	\$28.03	\$2,102.25	\$0.00

TOTAL COST	paid over 10yrs	OWNERS_NAME	OWNERS_ADDRESS	ERS_ZIPC	OWNERS_CIT	ADDRESS	DIR
\$2,196.31	\$219.63	SAPPI PAPER PRODUCTS	2400 LAKESHORE DR	49441	MUSKEGON	2182	
\$3,411.60	\$341.16	HARKER RICHARD	2190 SHERIN ST	49441	MUSKEGON	2190	
\$5,577.97	\$557.80	DUFF BRIAN P/MAUREEN A	3541 CHANNEL DR	49441	MUSKEGON	2195	
\$1,251.05	\$125.11	CARTY CONSTANCE	2217 SHERIN ST	49441	MUSKEGON	2217	
\$1,681.80	\$168.18	WEE MICHAEL/DEBBIE	2088 PARSLOW #334	49441	MUSKEGON	2223	
\$2,801.10	\$280.11	HULL THOMAS J	2224 SHERIN ST	49441	MUSKEGON	2224	
\$2,028.00	\$202.80	KOCHMANSKI HENRY	2226 SHERIN ST	49441	MUSKEGON	2226	
\$1,928.40	\$192.84	DAUTEN ALVIN J	2230 SHERIN ST	49441	MUSKEGON	2230	
\$1,925.10	\$192.51	RYAN JERRY W SR	2231 SHERIN ST	49441	MUSKEGON	2231	
\$1,163.25	\$116.32	DAVISON TAG/RHONDA	2241 SHERIN ST	49441	MUSKEGON	2241	
\$1,499.61	\$149.96	SAPPI PAPER PRODUCTS	2400 LAKESHORE DR	49441	MUSKEGON	2541	
\$1,182.87	\$118.29	STRICKLAND WILLIE A	2552 MINER AVE	49441	MUSKEGON	2552	
\$2,102.25	\$210.23	DULA ANDREW J/MARCIA N	2565 LAKESHORE DR	49441	MUSKEGON	2565	

STREET	TITLE	JECT NUM	HEARING DATE	PROJECT COST	PUBLISH DATE IN PAPER
SHERIN ST	Sherin, Lakeshore to Miner	H-1522	SEPTEMBER 24TH,2002	\$60,000	SEPTEMBER 14TH,2002
SHERIN ST	Sherin, Lakeshore to Miner	H-1522	SEPTEMBER 24TH,2002	\$60,000	SEPTEMBER 14TH,2002
SHERIN ST	Sherin, Lakeshore to Miner	H-1522	SEPTEMBER 24TH,2002	\$60,000	SEPTEMBER 14TH,2002
SHERIN ST	Sherin, Lakeshore to Miner	H-1522	SEPTEMBER 24TH,2002	\$60,000	SEPTEMBER 14TH,2002
SHERIN ST	Sherin, Lakeshore to Miner	H-1522	SEPTEMBER 24TH,2002	\$60,000	SEPTEMBER 14TH,2002
SHERIN ST	Sherin, Lakeshore to Miner	H-1522	SEPTEMBER 24TH,2002	\$60,000	SEPTEMBER 14TH,2002
SHERIN ST	Sherin, Lakeshore to Miner	H-1522	SEPTEMBER 24TH,2002	\$60,000	SEPTEMBER 14TH,2002
SHERIN ST	Sherin, Lakeshore to Miner	H-1522	SEPTEMBER 24TH,2002	\$60,000	SEPTEMBER 14TH,2002
SHERIN ST	Sherin, Lakeshore to Miner	H-1522	SEPTEMBER 24TH,2002	\$60,000	SEPTEMBER 14TH,2002
SHERIN ST	Sherin, Lakeshore to Miner	H-1522	SEPTEMBER 24TH,2002	\$60,000	SEPTEMBER 14TH,2002
LAKESHORE DR	Sherin, Lakeshore to Miner	H-1522	SEPTEMBER 24TH,2002	\$60,000	SEPTEMBER 14TH,2002
MINER AVE	Sherin, Lakeshore to Miner	H-1522	SEPTEMBER 24TH,2002	\$60,000	SEPTEMBER 14TH,2002
LAKESHORE DR	Sherin, Lakeshore to Miner	H-1522	SEPTEMBER 24TH,2002	\$60,000	SEPTEMBER 14TH,2002

[illegible]

Sherin, Lakeshore to Miner

SPECIAL ASSESSMENT ROLL

PARCEL	@	OWNER	MAILING ADDRESS				PAVING	DR APP / SW	TOTAL
24-205-693-0001-06	2182 SHERIN ST	SAPPI PAPER PRODU	2400 LAKESHORE DR	MUSKEGON	MI	49441	\$1,878.01	\$318.30	\$2,196.31
24-205-693-0001-07	2190 SHERIN ST	HARKER RICHARD	2190 SHERIN ST	MUSKEGON	MI	49441	\$3,363.60	\$48.00	\$3,411.60
24-205-693-0001-02	2195 SHERIN ST	DUFF BRIAN P/MAURE	3541 CHANNEL DR	MUSKEGON	MI	49441	\$5,577.97	\$0.00	\$5,577.97
24-205-693-0001-25	2217 SHERIN ST	CARTY CONSTANCE	2217 SHERIN ST	MUSKEGON	MI	49441	\$981.05	\$270.00	\$1,251.05
24-205-693-0001-26	2223 SHERIN ST	WEE MICHAEL/DEBBIE	2088 PARSLOW #334	MUSKEGON	MI	49441	\$1,681.80	\$0.00	\$1,681.80
24-205-693-0001-29	2224 SHERIN ST	HULL THOMAS J	2224 SHERIN ST	MUSKEGON	MI	49441	\$2,522.70	\$278.40	\$2,801.10
24-205-693-0001-30	2226 SHERIN ST	KOCHMANSKI HENRY	2226 SHERIN ST	MUSKEGON	MI	49441	\$1,681.80	\$346.20	\$2,028.00
24-205-693-0001-31	2230 SHERIN ST	DAUTEN ALVIN J	2230 SHERIN ST	MUSKEGON	MI	49441	\$1,681.80	\$246.60	\$1,928.40
24-205-693-0001-27	2231 SHERIN ST	RYAN JERRY W SR	2231 SHERIN ST	MUSKEGON	MI	49441	\$1,681.80	\$243.30	\$1,925.10
24-205-693-0001-28	2241 SHERIN ST	DAVISON TAG/RHOND	2241 SHERIN ST	MUSKEGON	MI	49441	\$1,163.25	\$0.00	\$1,163.25
24-205-693-0001-03	2541 LAKESHORE D	SAPPI PAPER PRODU	2400 LAKESHORE DR	MUSKEGON	MI	49441	\$1,499.61	\$0.00	\$1,499.61
24-205-693-0001-32	2552 MINER AVE	STRICKLAND WILLIE A	2552 MINER AVE	MUSKEGON	MI	49441	\$1,182.87	\$0.00	\$1,182.87
24-205-693-0001-01	2565 LAKESHORE D	DULA ANDREW J/MAR	2565 LAKESHORE DR	MUSKEGON	MI	49441	\$2,102.25	\$0.00	\$2,102.25

H-1522

HEARING DATE SEPTEMBER 24TH, 2002

Sherin, Lakeshore to Miner

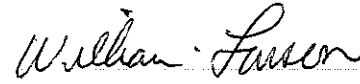
SPECIAL ASSESSMENT ROLL

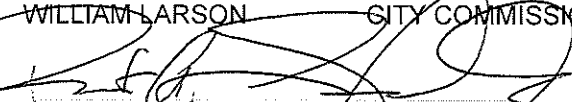
PARCEL	@	OWNER	MAILING ADDRESS	DR APP		TOTAL
				PAVING	/ SW	
TOTALS				\$26,998.50	\$1,750.80	<u>\$28,749.30</u>

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

BOARD OF ASSESSORS

 9/23/02
 CLIFF TURNER, DIRECTOR, COUNTY EQUALIZATION DATE


 WILLIAM LARSON CITY COMMISSIONER DATE


 ROBERT SCHWEIFLER CITY COMMISSIONER DATE

Date: September 24, 2002
To: Honorable Mayor and City Commissioners
From: Engineering
RE: Public Hearing
Spreading of the Special Assessment Roll on:
Sidewalk Replacement Program for 2002 (Area E-5)

SUMMARY OF REQUEST:

To hold a public hearing on the spreading of the special assessment roll for the 2002 Sidewalk Replacement Program and to adopt the attached resolution confirming the special assessment Roll.

FINANCIAL IMPACT:

A total of \$154,929.85 will be assessed against 298 parcels.

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. 2002-107(b)

Resolution Confirming Special Assessment Roll

for **THE 2002 SIDEWALK REPLACEMENT PROGRAM (E-5).**

E-5 is bounded by Ryerson Creek to the north, Evanston to south, Getty St. to the west and Easterly City limits to the east in a addition to 995 Evanston, 1381, 1391 & 1405 Madison.

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 12, 2002**, 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: Warmington, Buie, Gawron, Larson, Schweifler, Shepherd, Spataro

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 **September 24, 2002**. 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 **September 24, 2002**.

City of Muskegon

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

THE 2002 SIDEWALK REPLACEMENT PROGRAM
(Area E-5)

MAYOR'S ENDORSEMENT AND WARRANT

I, STEPHEN 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 WARMINGTON~~

EXHIBIT A

SIDEWALK REPLACEMENT PROGRAM FOR 2002

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, 2002**.

All parcels within area E-5 which is bounded by Ryerson Creek to the north, Evanston to south, Getty St. to the west and Easterly City limits to the east in a addition to 995 Evanston, 1381, 1391 & 1405 Madison

AFFIDAVIT OF MAILING

STATE OF MICHIGAN)
) SS
COUNTY OF MUSKEGON)

TO CONFIRM THE SPECIAL ASSESSMENT DISTRICT FOR :

H-1535, Sidewalk Replacement Program 2002

THE DEPONENT SAYS THAT THE NOTICE OF HEARING WAS SERVED UPON EACH OWNER OF OR PARTY IN INTEREST IN PROPERTY TO BE ASSESSED IN THE SPECIAL ASSESSMENT DISTRICT WHOSE NAME APPEARS UPON THE LAST TAX ASSESSMENT RECORDS OF THE CITY OF MUSKEGON BY MAILING SUCH NOTICE IN A SEALED ENVELOPE BY FIRST CLASS UNITED STATES MAIL, WITH POSTAGE PREPAID, ADDRESSED TO EACH SUCH OWNER OR PARTY IN INTEREST AT THE ADDRESS SHOWN ON SAID LAST TAX ASSESSMENT RECORDS BY DEPOSITING THEM IN AN OFFICIAL UNITED STATES MAIL RECEPTACLE ON THE 13TH DAY OF SEPTEMBER, 2002.

Gail A. Kunderger
GAIL A. KUNDINGER, CITY CLERK

SUBSCRIBED AND SWORN TO BEFORE ME THIS
3rd DAY OF October, 2002.

Linda S. Potter
NOTARY PUBLIC, MUSKEGON COUNTY, MICHIGAN

MY COMMISSION EXPIRES 9-25-02

[illegible]

September 13th, 2002

Owners Name
Owners Address
MUSKEGON, MI 49441

28

Property Parcel Number: 24-xxx-xxx-xxxx-00 at Parcel Address

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-1535 Sidewalk Replacement Program for 2002

Public Hearings

A public confirmation hearing will be held in the City of Muskegon Commission Chambers on Tuesday, September 24th, 2002 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 DECEMBER 11, 2001, 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 \$xxx.xx for the work performed. Following are the terms of the special assessment: ***CDBG approved. You owe \$0.00***

Assessment Period: Ten (10) Years

Interest Rate: 5.00%

First installment: \$xx.xx

Due Date: November 13th, 2002

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 black ink, appearing to read 'Mohammed Al-Shatel', written in a cursive style.

Mohammed Al-Shatel, P.E.
City Engineer

Enclosures

SIDEWALK REPLACEMENT PROGRAM FOR 2002

DETAILS BY PARCEL

PARCEL 24-XXX-XXX-XXXX-XX
@ XXXX AMITY AVE

CONCRETE DRIVE APPROACH	0.00	S YD @ \$ 22.50/ S YD	\$0.00
REMOVING CONCRETE DRIVE APPROACH	0.00	S YD @ \$6.75/ S YD	\$0.00
REMOVING CONCRETE CURB	0.00	L FT @ \$ 3.00 / L FT	\$0.00
EXCAVATION	0.00	C YD @ \$ 6.00 / C YD	\$0.00
BORROW FILL	0.00	C YD @ \$ 4.00 / S YD	\$0.00
TOTAL FOR DRIVE APPROACH			\$0.00
ENGINEERING FEES FOR DRIVE APPROACH			\$0.00
CONCRETE SIDEWALK	75.00	S FT @ \$ 5.30/ S FT	\$397.50
TOTAL FOR THIS PARCEL			\$397.50

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
SIDEWALK ASSESSMENT PROGRAM H-1535
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.

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
NOTICE OF PUBLIC HEARINGS
CONFIRMATION OF SPECIAL ASSESSMENT ROLLS
SPECIAL ASSESSMENT DISTRICTS:**

**SHERIN ST., LAKESHORE TO MINER
AND
SIDEWALK REPLACEMENT PROGRAM FOR 2002**

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

**All properties abutting Sherin St., from Lakeshore Dr. to Miner
AND**

All parcels within area E-5 which is bounded by Ryerson Creek to the north, Evanston to south, Getty St. to the west and Easterly City limits to the east in a addition to 995 Evanston, 1381, 1391 & 1405 Madison

PLEASE TAKE NOTICE that a hearing to confirm the special assessment district will be held at the City of Muskegon Commission Chambers on **SEPTEMBER 24, 2002 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 roll that has been prepared and submitted for the purpose of said hearing and for examination by those persons to be assessed. The special assessment roll is 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 hearing the City Commission determined that the special assessment district should be created, the improvement made, and the assessment levied. The purpose of this hearing is to hear objections to the assessment roll and to approve, reject, or correct the said roll.

Gail A. Kunding, City Clerk

Publish: **SEPTEMBER 14, 2002**

ADA POLICY

The City will provide necessary appropriate auxiliary aids and services, for example, signers for the hearing impaired, audio tapes 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

FEB 21 2002

CITY OF MUSKEGON

Resolution No. 2002-16(a)

Resolution At First Hearing Creating Special Assessment District
For The 2002 Sidewalk Replacement Program (E5)

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

RECITALS:

A hearing has been held on **February 12, 2002** 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 12, 2002**, there were 0.23% 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 Shepherd and Schweifler 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, Spataro,
Warmington, Buie

Nays, None

CITY OF MUSKEGON

By Gail A. Kunderger
Gail A. Kunderger, Clerk

ACKNOWLEDGMENT

This resolution was adopted at a meeting of the City Commission, held on **February 12, 2002**. 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
Gail A. Kunderger, Clerk

H-1535 SIDEWALK REPLACEMENT PROGRAM FOR 2002

SPECIAL ASSESSMENT ROLL

PARCEL	@	TAXPAYER					TOTAL
24-121-400-0005-00	1248	AMITY AVE	BLACKMON PATRICIA	1248 AMITY AVE	MUSKEGON	MI	\$265.00
24-121-400-0006-00	1270	AMITY AVE	NEUMANN RICHARD	552 E BARD RD	MUSKEGON	MI	\$530.00
24-121-400-0007-00	1280	AMITY AVE	HILL LINDA A	1280 AMITY AVE	MUSKEGON	MI	\$613.48
24-850-002-0012-00	1291	AMITY AVE	COOPER ELI	5967 AIRLINE RD	FRUITPORT	MI	\$132.50
24-785-000-0034-00	1359	AMITY AVE	DOOLEY ARTHUR EARL	1359 AMITY AVE	MUSKEGON	MI	\$397.50
24-785-000-0042-00	1397	AMITY AVE	GILLIAM MARY A	1397 AMITY	MUSKEGON	MI	\$265.00
24-851-003-0001-00	1210	ALLEN AVE	COBB FRANK/EDMONSON/TRO	801 MILLS	MUSKEGON	MI	\$265.00
24-850-002-0006-00	1260	ALLEN AVE	PERRY CONNIE L	1260 ALLEN AVE	MUSKEGON	MI	\$148.40
24-850-002-0001-00	941	EVART ST	MORRIS NATHANIEL	941 EVART ST	MUSKEGON	MI	\$132.50
24-785-000-0027-00	1316	ALLEN AVE	ODNEAL ROBERT	1316 ALLEN AVE	MUSKEGON	MI	\$265.00
24-785-000-0023-00	1340	ALLEN AVE	MAJOR DEBRA A	1340 ALLEN	MUSKEGON	MI	\$422.21
24-850-001-0007-00	954	PLYMOUTH ST	TEMPLE HARRY E	1258 E APPLE	MUSKEGON	MI	\$530.00
24-850-001-0012-00	1297	ALLEN AVE	PEREZ AGAPITO	1297 ALLEN	MUSKEGON	MI	\$530.00
24-785-000-0002-00	1315	ALLEN AVE	DENGLER ESTHER A/ET AL	1315 ALLEN AVE	MUSKEGON	MI	\$132.50
24-785-000-0005-00	1345	ALLEN AVE	MOORE INVESTMENT PROPER	P O 5377	MUSKEGON	MI	\$283.55
24-785-000-0008-00	1351	ALLEN AVE	PALMER MARION	1351 ALLEN AVE	MUSKEGON	MI	\$132.50
24-121-400-0025-00	1216	APPLE AVE	POSTEMA MAX	1216 E APPLE AVE	MUSKEGON	MI	\$662.50
24-850-001-0006-00	1258	APPLE AVE	TEMPLE HARRY	1258 E APPLE AVE	MUSKEGON	MI	\$397.50
24-850-001-0002-00	1280	APPLE AVE	DIPLEY ROSE	1280 E APPLE AVE	MUSKEGON	MI	\$132.50
24-850-001-0001-00	1294	APPLE AVE	MCBRIDE ROBERT/WALKER NI	1294 E APPLE AVE	MUSKEGON	MI	\$132.50
24-121-400-0027-00	1314	APPLE AVE	APPLE INVESTORS LLC	1314 E APPLE AVE	MUSKEGON	MI	\$686.35
24-121-400-0028-00	1328	APPLE AVE	S L PROPERTIES	1314 E APPLE AVE	MUSKEGON	MI	\$397.50
24-121-400-0034-00	1392	APPLE AVE	VANSOLKEMA DAVID/MARY	4360 HACKLEY POINT LN	MUSKEGON	MI	\$323.30
24-121-400-0035-00	1414	APPLE AVE	WMCR CORPORATION	P O BOX 456	ALPENA	MI	\$1,457.50
24-730-000-0169-00	1436	APPLE AVE	B K MUSKEGON PROPERTIES	4220 EDISON LAKES PKWY	MISHAWAKA	IN	\$397.50
24-900-251-5190-00	1490	APPLE AVE	PONDEROSA #0452	P O BOX 131211	DALLAS	TX	\$863.88
24-121-300-0183-00	1186	ALLEN AVE	ROSE ARDIE C	484 MCLAUGHIN AVE	MUSKEGON	MI	\$588.30
24-121-300-0178-00	1148	ALLEN AVE	DAKE JOSEPH	1148 ALLEN AVE	MUSKEGON	MI	\$265.00
24-121-300-0177-00	1132	ALLEN AVE	FLEET MORTGAGE CORP	11200 W PARKLAND AVE	MILWAUKEE	WI	\$636.00
24-121-300-0186-00	1131	ALLEN AVE	CUNNINGHAM LAWAUN	1131 ALLEN AVE	MUSKEGON	MI	\$705.76
24-121-300-0188-00	1145	ALLEN AVE	TILLEMA GLEN A	2044 S WALKER RD	MUSKEGON	MI	\$874.50

H-1535 SIDEWALK REPLACEMENT PROGRAM FOR 2002

SPECIAL ASSESSMENT ROLL

PARCEL	@	TAXPAYER					TOTAL
24-121-300-0190-00	1155	ALLEN AVE	JORDAN MYRTLE H	1153 ALLEN AVE	MUSKEGON	MI	\$397.50
24-121-300-0202-00	1176	APPLE AVE	SCOTT JOYCE A	1176 E APPLE AVE	MUSKEGON	MI	\$530.00
24-121-300-0200-00	1162	APPLE AVE	MITCHELL JOHN	1162 E APPLE AVE	MUSKEGON	MI	\$397.50
24-121-300-0197-00	1130	APPLE AVE	JAMESON MARY E	1130 E APPLE AVE	MUSKEGON	MI	\$132.50
24-685-001-0007-20	1226	EVANSTON AVE	MCDONALD JUDITH A	1226 EVANSTON AVE	MUSKEGON	MI	\$556.50
24-685-001-0007-10	1415	GARDEN AVE	RODRIGUEZ WILLIAM	1415 GARDEN AVE	MUSKEGON	MI	\$190.80
24-685-002-0001-10	1250	EVANSTON AVE	AVANT MILDRED S TRUST	1250 EVANSTON AVE	MUSKEGON	MI	\$159.00
24-685-003-0003-00	1260	FLOWER AVE	FORESTER MARK/KAREN	1260 FLOWER AVE	MUSKEGON	MI	\$190.80
24-685-003-0005-00	1270	FLOWER AVE	TICE LOIS K	1270 FLOWER AVE	MUSKEGON	MI	\$131.44
24-685-003-0007-00	1282	FLOWER AVE	RAWDON ALBERT JR	1282 FLOWER	MUSKEGON	MI	\$494.65
24-750-000-0157-00	1318	FLOWER AVE	BULTHOUSE LUCILLE	3675 NORTON HILLS	MUSKEGON	MI	\$1,192.50
24-750-000-0155-00	1326	FLOWER AVE	SINGLETON JAMES L	3925 E APPLE	MUSKEGON	MI	\$583.00
24-750-000-0149-00	1366	FLOWER AVE	SIPERLY PAULINE	1366 FLOWER AVE	MUSKEGON	MI	\$265.00
24-750-000-0145-00	1392	FLOWER AVE	HEIKKINEN HAROLD	1392 FLOWER	MUSKEGON	MI	\$927.50
24-750-000-0163-00	1309	FLOWER AVE	BURR JACKLYN K	1309 FLOWER AVE	MUSKEGON	MI	\$132.50
24-750-000-0165-00	1315	FLOWER AVE	BULLERMAN NEIL J	1315 FLOWER AVE	MUSKEGON	MI	\$397.50
24-750-000-0186-00	1467	SAMBURT ST	BYRD CHARLES R	1467 SAMBURT ST	MUSKEGON	MI	\$132.50
24-750-000-0197-00	1332	EVANSTON AVE	DAHLMAN DOUGLAS/DAWN	1332 EVANSTON AVE	MUSKEGON	MI	\$795.00
24-750-000-0191-00	1300	EVANSTON AVE	LYONS LORETTA	1300 EVANSTON AVE	MUSKEGON	MI	\$795.00
24-750-000-0169-00	1357	FLOWER AVE	SMITH DANIEL W/REBECCA S	1367 FLOWER AVE	MUSKEGON	MI	\$397.50
24-750-000-0174-00	1387	FLOWER AVE	2001 C/W 24-750-000-0173-00	1387 FLOWER AVE	MUSKEGON	MI	\$397.50
24-750-000-0176-00	1461	CRESTON ST	GRAYER GEORGE L	1461 CRESTON ST	MUSKEGON	MI	\$397.50
24-750-000-0180-00	1481	CRESTON ST	HEJKA HELEN	1481 CRESTON ST	MUSKEGON	MI	\$662.50
24-750-000-0203-00	1376	EVANSTON AVE	WILCOX RONALD L	1376 EVANSTON AVE	MUSKEGON	MI	\$265.00
24-750-000-0199-00	1356	EVANSTON AVE	PUTNAM DAVID W	1356 EVANSTON	MUSKEGON	MI	\$397.50
24-121-300-0157-00	868	APPLE AVE	TIMMER J SCOTT	301 E CIRCLE DR	N MUSKEGON	MI	\$132.50
24-121-300-0161-00	908	APPLE AVE	FRALY CRAIG/HOWE D	908 E APPLE AVE	MUSKEGON	MI	\$132.50
24-121-300-0151-00	920	APPLE AVE	HITTLE JAMES J	1321 KINGSLEY ST	MUSKEGON	MI	\$132.50
24-121-300-0163-00	938	APPLE AVE	MCEACHEN JAMES/BONITA	1439 EAST ST	MUSKEGON	MI	\$265.00
24-121-300-0144-00	849	ALLEN AVE	TRAYLOR LINDA C	849 ALLEN AVE	MUSKEGON	MI	\$265.00
24-121-300-0143-00	845	ALLEN AVE	COLLIE ALLEN J	845 ALLEN AVE	MUSKEGON	MI	\$265.00

H-1535 SIDEWALK REPLACEMENT PROGRAM FOR 2002

SPECIAL ASSESSMENT ROLL

PARCEL	@	TAXPAYER				TOTAL
24-121-300-0128-00	830	ALLEN AVE	WHITE GARY JR	830 ALLEN AVE	MUSKEGON MI	\$265.00
24-121-300-0129-00	838	ALLEN AVE	ERICKSON AUDREY	1949 RIEGLER RD	MUSKEGON MI	\$121.63
24-121-300-0132-00	868	ALLEN AVE	COACH MATILDA	868 ALLEN AVE	MUSKEGON MI	\$516.75
24-121-300-0124-00	921	STEVENS ST	MOFFETT ISAAC JR	1500 N PETERSON RD	MUSKEGON MI	\$132.50
24-121-300-0116-00	877	AMITY AVE	ROBAR PAUL	1119 SOPHIA ST	MUSKEGON MI	\$530.00
24-121-300-0115-00	869	AMITY AVE	MURAR DAVID A	869 AMITY AVE	MUSKEGON MI	\$132.50
24-121-300-0114-00	861	AMITY AVE	RING LINDA L	861 AMITY AVE.	MUSKEGON MI	\$287.06
24-121-300-0067-00	824	AMITY AVE	WYNN BOAZIE/GERALDINE	824 AMITY AVE	MUSKEGON MI	\$1,099.75
24-121-300-0071-00	850	AMITY AVE	ROSS ANNIE L TRUST	850 AMITY AVE	MUSKEGON MI	\$861.19
24-121-300-0072-00	858	AMITY AVE	SMITH JOHN K	PO BOX 1422	MUSKEGON MI	\$265.00
24-121-300-0061-00	892	AMITY AVE	SMITH GEORGE T	892 AMITY AVE	MUSKEGON MI	\$2,252.50
24-121-300-0073-00	904	AMITY AVE	BRIGGS JACQUELINE MOFFET	904 AMITY AVE	MUSKEGON MI	\$1,104.12
24-121-300-0074-00	918	AMITY AVE	HIGLEY GERALD F	918 AMITY AVE	MUSKEGON MI	\$795.00
24-121-300-0076-00	934	AMITY AVE	WILSON VINDA	934 AMITY AVE	MUSKEGON MI	\$265.00
24-121-300-0066-00	873	STEVENS ST	BRADFIELD LARRY D	873 STEVENS ST	MUSKEGON MI	\$132.50
24-121-300-0065-00	863	STEVENS ST	VAZQUEZ CARLOS A/ET AL	15136 OAKLAND	SPRING LAKE MI	\$397.50
24-121-300-0063-00	915	ORCHARD AVE	LEE ENOUS/LEE LINWOOD	915 ORCHARD AVE	MUSKEGON MI	\$132.50
24-121-300-0040-00	840	GETTY ST	BABCOCK CHERYL L	840 GETTY ST	MUSKEGON MI	\$132.50
24-121-300-0046-00	872	ORCHARD AVE	LESTER CLANCIE	872 ORCHARD AVE	MUSKEGON MI	\$154.56
24-121-300-0048-00	886	ORCHARD AVE	BROWN CHARLES D	886 ORCHARD AVE	MUSKEGON MI	\$265.00
24-121-300-0050-00	908	ORCHARD AVE	GILBERT FAY R	908 ORCHARD AVE	MUSKEGON MI	\$1,104.12
24-121-300-0051-00	922	ORCHARD AVE	WILKINS GAIL L	922 ORCHARD AVE	MUSKEGON MI	\$132.50
24-121-300-0053-00	940	ORCHARD AVE	MCKENZIE ELIZABETH W	940 ORCHARD AVE	MUSKEGON MI	\$132.50
24-121-300-0036-00	921	OAK AVE	RILEY TIMOTHY F/PIPKINS TAMI	921 OAK AVE	MUSKEGON MI	\$132.50
24-121-300-0029-00	861	OAK AVE	GARDNER JOHN JR	861 OAK AVE	MUSKEGON MI	\$662.50
24-121-300-0009-00	866	OAK AVE	CARTER NORMAN/BERTHA	866 OAK AVE	MUSKEGON MI	\$172.25
24-121-300-0012-00	886	OAK AVE	SINGLETON LICHTLE CORP	3925 APPLE AVE	MUSKEGON MI	\$1,047.81
24-121-300-0013-00	896	OAK AVE	STEGALL LORI M	896 OAK AVE	MUSKEGON MI	\$397.50
24-121-300-0011-00	914	OAK AVE	MOORE INVESTMENT PROPS	P0 BOX 5377	MUSKEGON MI	\$397.50
24-128-200-0010-00	1333	APPLE AVE	PRIMAX PROPERTIES LLC	1115 E MOREHEAD ST	CHARLOTTE NC	\$3,733.62
24-121-300-0014-00	920	OAK AVE	JACKSON JULIA M	920 OAK AVE	MUSKEGON MI	\$309.12

H-1535 SIDEWALK REPLACEMENT PROGRAM FOR 2002

SPECIAL ASSESSMENT ROLL

PARCEL	@	TAXPAYER				TOTAL
24-121-300-0015-00	926	OAK AVE	MATTSON BRIAN/SHELLY	15400 COMSTOCK	GRAND HAVE MI	\$265.00
24-121-300-0018-00	946	OAK AVE	BAILEY JIMMIE R	946 OAK AVE	MUSKEGON MI	\$866.97
24-142-000-0053-00	1090	APPLE AVE	TOKARCZYK DANA	1090 E APPLE AVE	MUSKEGON MI	\$265.00
24-142-000-0051-00	1085	ALLEN AVE	THOMAS HOLMAN/MAY DELL	1085 ALLEN AVE	MUSKEGON MI	\$879.80
24-142-000-0048-00	1061	ALLEN AVE	KITCHEN SHEILA	1061 ALLEN AVE	MUSKEGON MI	\$132.50
24-142-000-0043-00	1025	ALLEN AVE	BROWN BOBBY W	1025 ALLEN AVE	MUSKEGON MI	\$241.15
24-142-000-0042-00	1015	ALLEN AVE	BANK OF NEW YORK	101 BARCLAY ST	NEW YORK NY	\$241.15
24-142-000-0040-00	1003	ALLEN AVE	JOHNSON LATESHA	1003 ALLEN AVE	MUSKEGON MI	\$267.65
24-142-000-0032-00	940	STEVENS ST	SIMS DORIS	940 STEVENS ST	MUSKEGON MI	\$341.85
24-142-000-0030-00	982	ALLEN AVE	BROWN IDELLIA	982 ALLEN AVE	MUSKEGON MI	\$552.06
24-142-000-0023-00	1044	ALLEN AVE	IVORY BETTY	1044 ALLEN AVE	MUSKEGON MI	\$132.50
24-142-000-0021-00	1060	ALLEN AVE	DAVIS WENDY/BETTS RASHON	1060 ALLEN AVE	MUSKEGON MI	\$132.50
24-142-000-0017-00	1084	ALLEN AVE	MUSKEGON CONQUERING FAI	1084 ALLEN AVE	MUSKEGON MI	\$1,231.30
24-142-000-0016-00	1093	AMITY AVE	SUMLAR RANMERLEE	1093 AMITY AVE	MUSKEGON MI	\$265.00
24-142-000-0012-00	1051	AMITY AVE	HUGHES PERRY	1051 AMITY AVE	MUSKEGON MI	\$132.50
24-142-000-0005-00	995	AMITY AVE	HOWARD OSSIE	987 AMITY AVE	MUSKEGON MI	\$265.00
24-142-000-0002-00	965	AMITY AVE	BANKS GWENDOLYN	965 AMITY AVE	MUSKEGON MI	\$159.00
24-142-000-0001-00	961	AMITY AVE	WALLACE CARL/NICOLE	961 AMITY AVE	MUSKEGON MI	\$583.00
24-121-300-0082-00	846	STEVENS ST	BURT MAYLIA M	846 STEVENS ST	MUSKEGON MI	\$927.50
24-121-300-0087-00	850	STEVENS ST	FISHER GLORIA J ET AL	850 STEVENS ST	MUSKEGON MI	\$485.81
24-121-300-0091-00	876	STEVENS ST	BIBBS SUSIE A	876 STEVENS ST	MUSKEGON MI	\$132.50
24-121-300-0092-00	966	AMITY AVE	JACOBS BARBARA	966 AMITY AVE	MUSKEGON MI	\$927.50
24-121-300-0093-00	982	AMITY AVE	DAVIS DELORES	3125 8TH ST	MUSKEGON H MI	\$415.12
24-121-300-0100-00	1048	AMITY AVE	AUSTIN TONY S	1048 AMITY AVE	MUSKEGON MI	\$287.06
24-121-300-0105-00	1094	AMITY AVE	BEACH ASHEL T/ESMERALDA	1094 AMITY AVE	MUSKEGON MI	\$481.39
24-121-300-0085-00	1007	OAK AVE	CONSUMERS ENERGY	4000 CLAY AVE SW PO BOX 2	GRAND RAPID MI	\$1,060.00
24-121-300-0080-00	987	OAK AVE	CRAIN REBA L	987 OAK ST	MUSKEGON MI	\$710.20
24-121-300-0198-00	1150	APPLE AVE	BAKER MICHAEL D	1150 E APPLE AVE	MUSKEGON MI	\$132.50
24-121-300-0164-00	1111	AMITY AVE	DAVIS LAWRENCE JR	1111 AMITY AVE	MUSKEGON MI	\$132.50
24-121-300-0165-00	1123	AMITY AVE	LEGERT TAYLOR/WILLIE MAE T	1123 AMITY AVE	MUSKEGON MI	\$135.15
24-121-300-0168-00	1143	AMITY AVE	SUHR BLANCHE J/MARILYN J	1143 AMITY AVE	MUSKEGON MI	\$122.76

H-1535 SIDEWALK REPLACEMENT PROGRAM FOR 2002

SPECIAL ASSESSMENT ROLL

PARCEL	@	TAXPAYER					TOTAL
24-685-003-0008-00	1283	HOWARD AVE	CARR VICTORIA H	1283 HOWARD AVE	MUSKEGON	MI	\$397.50
24-750-000-0129-00	1305	HOWARD AVE	VEEN CLARENCE ET AL	1305 HOWARD AVE	MUSKEGON	MI	\$530.00
24-750-000-0143-00	1391	HOWARD AVE	MYERS MAX E	1391 HOWARD AVE	MUSKEGON	MI	\$265.00
24-685-005-0003-00	1206	HOWARD AVE	WILLIAMSON WILLIAM III	1206 HOWARD AVE	MUSKEGON	MI	\$132.50
24-685-005-0005-00	1210	HOWARD AVE	ADAMS ERIC D	1210 HOWARD AVE	MUSKEGON	MI	\$795.00
24-685-005-0007-00	1224	HOWARD AVE	TUCKER IDA ROBINSON	1244 HOWARD AVE	MUSKEGON	MI	\$265.00
24-685-005-0008-00	1236	HOWARD AVE	KELLY KIMBERLY ANN	1236 HOWARD AVE	MUSKEGON	MI	\$265.00
24-685-004-0006-00	1280	HOWARD AVE	SCHOENMAKER MARTIN W	1280 HOWARD AVE	MUSKEGON	MI	\$265.00
24-685-005-0010-00	1237	LANGELAND AV	MUTTART ROBERT JR	1237 LANGELAND AVE	MUSKEGON	MI	\$106.00
24-685-006-0006-00	1220	LANGELAND AV	CITY OF MUSKEGON	933 TERRACE ST	MUSKEGON	MI	\$500.85
24-685-006-0007-00	1226	LANGELAND AV	PATRICIO DOMINIC/SUSAN	1226 LANGELAND AVE	MUSKEGON	MI	\$235.85
24-685-006-0014-00	1213	FRANCES AVE	MESSER CHARLES	1213 FRANCES AVE	MUSKEGON	MI	\$132.50
24-685-007-0005-00	1274	LANGELAND AV	JDR PROPERTIES LLC	PO BOX 145	FRUITPORT	MI	\$265.00
24-685-007-0006-00	1280	LANGELAND AV	WALKER ROGER L	1260 KENNETH	MUSKEGON	MI	\$132.50
24-685-007-0007-00	1288	LANGELAND AV	SPENCER DONALD	1288 LANGELAND AVE	MUSKEGON	MI	\$265.00
24-685-007-0008-00	1285	FRANCES AVE	POST JEFFREY P	1285 FRANCES AVE	MUSKEGON	MI	\$265.00
24-685-007-0012-00	1261	FRANCES AVE	REDMON GARY	1261 FRANCES AVE	MUSKEGON	MI	\$882.50
24-685-009-0004-00	1208	FRANCES AVE	KECK LESLIE C	1208 FRANCES AVE	MUSKEGON	MI	\$132.50
24-685-009-0008-00	1232	FRANCES AVE	VANDAM ELDRED	1232 FRANCES AVE	MUSKEGON	MI	\$132.50
24-685-011-0001-00	1254	CALVIN AVE	BELLAH JOSEPH M	1254 CALVIN AVE	MUSKEGON	MI	\$397.50
24-685-011-0012-00	1259	MCLAUGHLIN A	HAYNES DELAWRENCE	1259 MCLAUGHLIN AVE	MUSKEGON	MI	\$265.00
24-680-000-0039-00	1265	CATHERINE AVE	B BOLEMA REAL ESTATE ONE L	4450 WEBER RD	WHITEHALL	MI	\$132.50
24-680-000-0057-00	1162	BURTON RD	BAYLE TRICIA L	1330 5TH ST	MUSKEGON	MI	\$132.50
24-680-000-0051-00	1312	MCLAUGHLIN A	SCHUTTER RUSSELL T	1312 MCLAUGHLIN AVE	MUSKEGON	MI	\$291.50
24-680-000-0033-00	1270	CATHERINE AVE	QUINTERO MIGUEL/NANCY	1270 CATHERINE AVE	MUSKEGON	MI	\$132.50
24-680-000-0031-00	1286	CATHERINE AVE	BERRY ANTHONY/SINGLETON	1286 CATHERINE AVE	MUSKEGON	MI	\$132.50
24-680-000-0059-00	1312	CATHERINE AVE	RADEMAKER EVA M	1312 CATHERINE AVE	MUSKEGON	MI	\$265.00
24-475-000-0080-00	1516	CRESTON ST	BELMONTE FRANK	1516 CRESTON ST	MUSKEGON	MI	\$265.00
24-475-000-0078-00	1440	EVANSTON AVE	MAHN BRUCE A/CHARLOTTE	1440 EVANSTON AVE	MUSKEGON	MI	\$1,192.50
24-475-000-0071-00	1499	EASTWOOD DR	COURTNEY R J	1499 EASTWOOD DR	MUSKEGON	MI	\$1,192.50
24-475-000-0027-00	1500	EASTWOOD DR	DILL RANDALL E/PAMELA J	1500 EASTWOOD DR	MUSKEGON	MI	\$1,192.50

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SPECIAL ASSESSMENT ROLL

PARCEL	@	TAXPAYER					TOTAL
24-475-000-0091-00	1380	CRESTON ST	PIATT ALAN	1380 CRESTON ST	MUSKEGON	MI	\$265.00
24-475-000-0093-00	1354	CRESTON ST	HAMMERLE CLINT F	1354 CRESTON ST	MUSKEGON	MI	\$132.50
24-475-000-0094-00	1344	CRESTON ST	BOLEMA LUMBER & SUPPLY	1230 E LAKETON AVE	MUSKEGON	MI	\$132.50
24-475-000-0052-00	1301	EASTWOOD DR	LANDINGHAM WILLIAM F ETUX	1301 EASTWOOD DR	MUSKEGON	MI	\$530.00
24-475-000-0053-00	1321	EASTWOOD DR	BLACKSHIRE KEITH	1321 EASTWOOD DR	MUSKEGON	MI	\$530.00
24-475-000-0038-00	1360	EASTWOOD DR	JOHNSON TROY C	1360 EASTWOOD DR	MUSKEGON	MI	\$397.50
24-475-000-0040-00	1334	EASTWOOD DR	MOORE ROBERT R	1334 EASTWOOD DR	MUSKEGON	MI	\$795.00
24-475-000-0044-00	1290	EASTWOOD DR	WILLIAMS MARFAYE	1300 EASTWOOD DR	MUSKEGON	MI	\$662.50
24-475-000-0002-00	1427	CALVIN AVE	BURR CHARLENE	1427 CALVIN AVE	MUSKEGON	MI	\$530.00
24-475-000-0006-00	1475	CALVIN AVE	CHAPMAN AHMED J	1475 CALVIN AVE	MUSKEGON	MI	\$530.00
24-350-000-0013-00	1391	MADISON ST	CRUMMEL WARD H	1391 MADISON ST	MUSKEGON	MI	\$1,478.70
24-680-000-0062-00	1318	CATHERINE AVE	SMITH LEONA	1318 CATHERINE AVE	MUSKEGON	MI	\$397.50
24-128-200-0006-00	1236	ISABELLA AVE	MOORE JOHNNY	1236 E ISABELLA AVE	MUSKEGON	MI	\$265.00
24-680-000-0023-00	1260	ISABELLA AVE	TERRELL ESTHER	1260 E ISABELLA AVE	MUSKEGON	MI	\$397.50
24-680-000-0013-00	1259	ADA AVE	PICARD LAURA J	1259 ADA AVE	MUSKEGON	MI	\$397.50
24-680-000-0079-00	1036	BURTON RD	PUTHOFF C RICHARD/SHARON	1400 LAKE SHORE CT	MUSKEGON	MI	\$1,468.10
24-680-000-0003-00	1279	APPLE AVE	BLOCKBUSTER VIDEO	PO BOX 8009	MCKINNEY	TX	\$1,120.95
24-680-000-0009-00	1272	ADA AVE	PECK BRUCE	1272 ADA AVE	MUSKEGON	MI	\$265.00
24-128-200-0009-00	1317	APPLE AVE	PUTHOFF C RICHARD	13 HARTFORD AVE PO BOX 8	MUSKEGON	MI	\$2,831.75
24-750-000-0127-00	1306	HOWARD AVE	MURDZIA ALLAN D	1306 HOWARD AVE	MUSKEGON	MI	\$132.50
24-750-000-0113-00	1390	HOWARD AVE	FERRIS RICHARD	1390 HOWARD AVE	MUSKEGON	MI	\$132.50
24-750-000-0096-00	1300	LANGELAND AV	FRANKLIN SHARRON B	1300 LANGELAND AVE	MUSKEGON	MI	\$397.50
24-750-000-0088-00	1348	LANGELAND AV	MC FAYDEN GEORGE/BRIMMER	1348 LANGELAND AVE	MUSKEGON	MI	\$265.00
24-750-000-0085-00	1370	LANGELAND AV	SORENSEN LOUIS/BETTY	1370 LANGELAND	MUSKEGON	MI	\$132.50
24-750-000-0081-00	1325	CRESTON ST	NGUYEN NGA T	1325 CRESTON ST	MUSKEGON	MI	\$265.00
24-750-000-0079-00	1391	FRANCES AVE	BREWER PAUL E/DEBBIE L	1391 FRANCES AVE	MUSKEGON	MI	\$795.00
24-750-000-0057-00	1346	FRANCES AVE	STINSON PATRICIA A	1346 FRANCES	MUSKEGON	MI	\$530.00
24-750-000-0039-00	1337	CALVIN AVE	LYNK PAMELA D	1337 CALVIN AVE	MUSKEGON	MI	\$265.00
24-750-000-0014-00	1385	MCLAUGHLIN A	MEADOWS LESLEY R	1385 MCLAUGHLIN AVE	MUSKEGON	MI	\$265.00
24-750-000-0010-00	1361	MCLAUGHLIN A	PHIPPS CHARON C REV TRUST	1361 MCLAUGHLIN AVE	MUSKEGON	MI	\$132.50
24-350-000-0014-00	1405	MADISON ST	CRAIN MATTHEW O	1405 MADISON ST	MUSKEGON	MI	\$1,380.65

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SPECIAL ASSESSMENT ROLL

PARCEL	@	TAXPAYER				TOTAL
24-225-000-0010-00	1354	ISABELLA AVE	VANBEMMELEN JAMES A	1354 E ISABELLA AVE	MUSKEGON MI	\$397.50
24-226-000-0033-00	1395	APPLE AVE	BESSINGER ROLAND H	15460 WISTERIA LN	SPRING LAKE MI	\$3,577.50
24-390-002-0023-00	1035	ROBERTS ST	LALONDE LAURIE	1035 ROBERTS ST	MUSKEGON MI	\$265.00
24-390-002-0021-00	1051	ROBERTS ST	HOFFMAN HERMAN	1051 ROBERTS ST	MUSKEGON MI	\$132.50
24-390-004-0004-00	1132	GREEN ST	WEBB ALVIN/TRACIE	1132 GREEN ST	MUSKEGON MI	\$265.00
24-390-004-0002-00	1112	GREEN ST	PATRICIO GREGORY J/TAMMY	1112 GREEN ST	MUSKEGON MI	\$132.50
24-685-010-0003-00	1200	CALVIN AVE	SORENSEN ORVILLE	1200 CALVIN AVE	MUSKEGON MI	\$132.50
24-390-001-0003-00	1111	APPLE AVE	MATTHEWS CAROLYN	1111 E APPLE AVE	MUSKEGON MI	\$662.50
24-128-100-0003-00	1027	GREEN ST	TOWNSEND REUBEN	1027 GREEN ST	MUSKEGON MI	\$132.50
24-128-100-0004-00	1049	GREEN ST	SANDIFER OLLIE L	1049 GREEN ST	MUSKEGON MI	\$397.50
24-390-001-0017-00	1057	GREEN ST	VANDERMOLLEN HARRIET	1057 GREEN ST	MUSKEGON MI	\$132.50
24-390-001-0004-00	1030	OAKGROVE ST	BRATSBURG CORI/MITCHELL F	1030 OAKGROVE ST	MUSKEGON MI	\$450.50
24-390-001-0012-00	1086	OAKGROVE ST	HOLCOMB JUNE A	1086 OAKGROVE ST	MUSKEGON MI	\$405.45
24-250-000-0092-00	1086	ADA AVE	HARKER PATRICK J	1086 ADA AVE	MUSKEGON MI	\$132.50
24-250-000-0089-00	1068	ADA AVE	SCOTT DOUGLAS L	1068 ADA AVE	MUSKEGON MI	\$861.25
24-250-000-0086-00	1048	ADA AVE	DREESE MONTE G/KENDRA	1048 ADA AVE	MUSKEGON MI	\$530.00
24-250-000-0010-10	1024	MADISON ST	FISHER DAVID/KATHY	1024 MADISON ST	MUSKEGON MI	\$198.75
24-250-000-0105-00	1025	ADA AVE	PAIGE BETTY J/HARRY	1025 ADA AVE	MUSKEGON MI	\$575.05
24-250-000-0103-00	1037	ADA AVE	JOLMAN BRADLEY	1037 ADA AVE	MUSKEGON MI	\$466.40
24-250-000-0102-00	1043	ADA AVE	ROGERS RICHARD D/MONIQUE	1043 ADA AVE	MUSKEGON MI	\$201.40
24-250-000-0100-00	1055	ADA AVE	BAKER DANIEL/STEPHANIE	1055 ADA	MUSKEGON MI	\$251.75
24-250-000-0099-00	1059	ADA AVE	LEE LYNELL U	1059 ADA AVE	MUSKEGON MI	\$728.75
24-250-000-0098-00	1067	ADA AVE	BOWMAN JOHN J/PUTNAM JUDI	1067 ADA AVE	MUSKEGON MI	\$265.00
24-250-000-0096-00	1081	ADA AVE	SCAIFE CALVIN	3433 EVANSTON AVE	MUSKEGON MI	\$265.00
24-250-000-0094-00	1093	ADA AVE	WALTON GWENDOLYN E	1093 ADA AVE	MUSKEGON MI	\$397.50
24-250-000-0182-00	1074	ISABELLA AVE	HANNON MICHELLE	1074 E ISABELLA AVE	MUSKEGON MI	\$369.41
24-250-000-0174-00	1024	ISABELLA AVE	WEVER JAMES E	1024 E ISABELLA AVE	MUSKEGON MI	\$265.00
24-250-000-0159-00	924	ISABELLA AVE	WALLACE KAREN ET AL	1417 WARNER	WHITEHALL MI	\$1,325.00
24-250-000-0161-00	936	ISABELLA AVE	BROUGHMAN AARON J	936 E ISABELLA AVE	MUSKEGON MI	\$1,022.90
24-250-000-0163-00	950	ISABELLA AVE	MACK RONALD JR	950 E ISABELLA AVE	MUSKEGON MI	\$230.55
24-250-000-0164-00	956	ISABELLA AVE	WACKERLE MARC	4922 MCARTHUR RD	MUSKEGON MI	\$132.50

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SPECIAL ASSESSMENT ROLL

PARCEL	@	TAXPAYER					TOTAL
24-250-000-0167-00	972	ISABELLA AVE	BRIDGES GREG	972 E ISABELLA AVE	MUSKEGON	MI	\$151.05
24-250-000-0168-00	984	ISABELLA AVE	GOODEN THERESA A	984 E ISABELLA AVE	MUSKEGON	MI	\$265.00
24-250-000-0173-00	1008	ISABELLA AVE	PASTOR CHAD	1008 E ISABELLA AVE	MUSKEGON	MI	\$768.50
24-250-000-0122-00	913	ADA AVE	KITCHEN MARK A/DELPHINE E	913 ADA AVE	MUSKEGON	MI	\$795.00
24-250-000-0067-00	924	ADA AVE	LANDACRE PAMELA	924 ADA AVE	MUSKEGON	MI	\$530.00
24-250-000-0068-00	930	ADA AVE	JOHNSON JEREMIAH J	930 ADA AVE	MUSKEGON	MI	\$742.00
24-250-000-0069-00	934	ADA AVE	POTTER MARIE E	934 ADA AVE	MUSKEGON	MI	\$636.00
24-250-000-0070-00	942	ADA AVE	GENTER FAMILY LIVING TRUST	1915 FRANCIS AVE	MUSKEGON	MI	\$1,049.40
24-250-000-0071-00	948	ADA AVE	KILGORE LEONA M	948 ADA AVE	MUSKEGON	MI	\$397.50
24-250-000-0073-00	966	ADA AVE	INGRAM SONYA L	966 ADA AVE	MUSKEGON	MI	\$132.50
24-250-000-0076-00	984	ADA AVE	BECKER JOHN/DANETTE	984 ADA AVE	MUSKEGON	MI	\$1,802.00
24-250-000-0078-00	990	ADA AVE	DODGE WILLIAM F	990 ADA AVE	MUSKEGON	MI	\$397.50
24-250-000-0029-00	941	APPLE AVE	ZUZELSKI GREGORY A	941 E APPLE AVE	MUSKEGON	MI	\$817.06
24-250-000-0035-00	917	APPLE AVE	SPANN SAMONE/BENN	917 E APPLE AVE	MUSKEGON	MI	\$397.50
24-250-000-0035-10	1020	EASTGATE ST	ROMANELLI LARRY B	1020 EASTGATE ST	MUSKEGON	MI	\$204.05
24-250-000-0038-00	897	APPLE AVE	FRIES DONALD E	486 HILL AVE	GLEN ELLYN	IL	\$927.50
24-250-000-0134-00	829	ADA AVE	DOUBLES GEORGE	1351 MARIANNE AVE	MUSKEGON	MI	\$265.00
24-250-000-0132-00	839	ADA AVE	IKENS Y/MEDENDORP S/BLAKE	318 HOUSTON AVE	MUSKEGON	MI	\$132.50
24-250-000-0131-00	845	ADA AVE	MEANS DANEE E	2109 JARMAN	MUSKEGON	H MI	\$132.50
24-250-000-0151-00	866	ISABELLA AVE	BEENE EUGENE	866 E ISABELLA AVE	MUSKEGON	MI	\$132.50
24-250-000-0149-00	852	ISABELLA AVE	BRININSTOOL JERRY	1819 BELMONT DR	MUSKEGON	MI	\$132.50
24-250-000-0146-00	834	ISABELLA AVE	JACOBS PROPERTY INVESTME	1701 W SHERMAN BLVD STE	MUSKEGON	MI	\$530.00
24-250-000-0143-00	1096	GETTY ST	EVANS DARLENE	2116 APPLE AVE.	MUSKEGON	MI	\$795.00
24-250-000-0137-00	1072	GETTY ST	STEINBACH JOHN/MARY	18364 174TH	SPRING LAKE	MI	\$339.20
24-251-000-0200-00	843	ISABELLA AVE	NESBITT BARBARA ANN	843 E ISABELLA AVE	MUSKEGON	MI	\$397.50
24-251-000-0203-00	863	ISABELLA AVE	WATKINS EWELL/DELORES/MO	863 E ISABELLA AVE	MUSKEGON	MI	\$265.00
24-251-000-0204-00	871	ISABELLA AVE	WADE JAMES/MICHELLE	1337 SUMAC ST	MUSKEGON	MI	\$662.50
24-251-000-0246-00	878	CATHERINE AVE	MERRICK DOROTHY V	878 CATHERINE AVE	MUSKEGON	MI	\$411.49
24-251-000-0247-00	872	CATHERINE AVE	BUCKNER DIAN L	872 CATHERINE AVE	MUSKEGON	MI	\$259.70
24-251-000-0249-00	860	CATHERINE AVE	SHAW WILLIAM D	860 CATHERINE AVE	MUSKEGON	MI	\$1,007.00
24-251-000-0192-00	1122	GETTY ST	VANDERMOLLEN JAMES A REV	1122 GETTY ST	MUSKEGON	MI	\$132.50

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PARCEL	@	TAXPAYER					TOTAL
24-251-000-0213-00	937	ISABELLA AVE	BLACK PAMELO J	1193 RANSOM ST	MUSKEGON	MI	\$265.00
24-251-000-0214-00	943	ISABELLA AVE	MARLOW JUANITA L	943 E ISABELLA AVE	MUSKEGON	MI	\$397.50
24-251-000-0224-00	1007	ISABELLA AVE	MITCHELL MARIA	1007 E ISABELLA AVE	MUSKEGON	MI	\$397.50
24-251-000-0228-00	996	CATHERINE AVE	MOORE JOHN K	996 CATHERINE AVE	MUSKEGON	MI	\$132.50
24-251-000-0229-00	992	CATHERINE AVE	HINTON ALAN LOUIS JR	992 CATHERINE AVE	MUSKEGON	MI	\$371.00
24-251-000-0230-00	986	CATHERINE AVE	WATERMAN NANCY E	986 CATHERINE AVE	MUSKEGON	MI	\$132.50
24-251-000-0233-00	972	CATHERINE AVE	GALBERT BEN	972 CATHERINE AVE	MUSKEGON	MI	\$662.50
24-251-000-0235-00	954	CATHERINE AVE	JOHNSON SARAH/CLAUDIA	954 CATHERINE AVE	MUSKEGON	MI	\$530.00
24-251-000-0238-00	936	CATHERINE AVE	BARNES ERICA S	936 CATHERINE AVE	MUSKEGON	MI	\$662.50
24-251-000-0239-00	930	CATHERINE AVE	UNITED STATES OF AMERICA	1755 SOUTH MITCHELL ST	CADILLAC	MI	\$132.50
24-160-000-0027-00	1180	GETTY ST	PHILADELPHIA MISSIONARY BA	845 CATHERINE AVE	MUSKEGON	MI	\$530.00
24-430-000-0001-00	915	CATHERINE AVE	KNOLLINGER DONA J	2701 HUIZENGA ST LOT 54	MUSKEGON	MI	\$397.50
24-430-000-0003-00	929	CATHERINE AVE	GOINS AYLIA	929 CATHERINE AVE	MUSKEGON	MI	\$132.50
24-430-000-0005-00	943	CATHERINE AVE	VANHOESEN LAURA D	943 CATHERINE AVE	MUSKEGON	MI	\$132.50
24-430-000-0006-00	951	CATHERINE AVE	BARNES SHAWNDR	951 CATHERINE AVE	MUSKEGON	MI	\$795.00
24-430-000-0007-00	957	CATHERINE AVE	REDDING CELIA A	2580 E ELLIS RD	MUSKEGON	MI	\$132.50
24-430-000-0011-00	987	CATHERINE AVE	FONGERS ROBERT	987 CATHERINE AVE	MUSKEGON	MI	\$132.50
24-430-000-0012-00	995	CATHERINE AVE	BUFFEY TIMOTHY J	995 CATHERINE AVE	MUSKEGON	MI	\$265.00
24-430-000-0013-00	1001	CATHERINE AVE	ESTEPP SHERYL	1001 CATHERINE AVE	MUSKEGON	MI	\$132.50
24-430-000-0014-00	1011	CATHERINE AVE	PERSONS GLEN/KELLY	1011 CATHERINE AVE	MUSKEGON	MI	\$397.50
24-128-100-0013-00	984	EVANSTON AVE	SCHUITEMA PETER F	984 EVANSTON AVE	MUSKEGON	MI	\$132.50
24-190-005-0001-00	1200	MADISON ST	LEWIS JOE	1200 MADISON ST	MUSKEGON	MI	\$2,159.75
24-190-005-0004-00	1044	MCLAUGHLIN A	ALDERINK MELINDA K	1044 MCLAUGHLIN AVE	MUSKEGON	MI	\$365.70
24-190-005-0005-00	1050	MCLAUGHLIN A	STONE REX/RHONDA	1050 MCLAUGHLIN AVE	MUSKEGON	MI	\$132.50
24-128-100-0028-00	1212	OAKGROVE ST	MCMILLEN ANN M	1212 OAKGROVE ST	MUSKEGON	MI	\$662.50
24-128-100-0031-00	1153	MCLAUGHLIN A	MERCER GREG	1153 MCLAUGHLIN AVE	MUSKEGON	MI	\$132.50
24-128-100-0041-00	1125	CALVIN AVE	BOOKER SAMUEL JR	1125 CALVIN AVE	MUSKEGON	MI	\$397.50
24-128-100-0043-00	1145	CALVIN AVE	O CONNELL RICHARD	1145 CALVIN AVE	MUSKEGON	MI	\$1,489.30
24-128-100-0044-00	1155	CALVIN AVE	OLSEN WILLIAM JR	1155 CALVIN AVE	MUSKEGON	MI	\$1,510.50
24-128-100-0045-00	1255	ROBERTS ST	HUDSON HERMAN A	1255 ROBERTS ST	MUSKEGON	MI	\$1,392.84
24-128-100-0051-00	1172	FRANCES AVE	VEIHL SABRINA	1172 FRANCES AVE	MUSKEGON	MI	\$5,013.80

H-1535 SIDEWALK REPLACEMENT PROGRAM FOR 2002 SPECIAL ASSESSMENT ROLL

PARCEL	@	TAXPAYER					TOTAL
24-128-100-0047-00	1280	OAKGROVE ST	SOKOLOWSKI/BOLLES	1280 OAKGROVE ST	MUSKEGON	MI	\$1,566.15
24-685-009-0018-00	1185	CALVIN AVE	RAFFERTY STEVEN F/NANCY K	1185 CALVIN AVE	MUSKEGON	MI	\$132.50
24-685-006-0016-00	1201	FRANCES AVE	MEYERS CARRIE	1201 FRANCES AVE	MUSKEGON	MI	\$132.50
24-685-006-0001-00	1188	LANGELAND AV	BRASPENNING SUSIE M	1188 LANGELAND AVE	MUSKEGON	MI	\$291.50
24-685-005-0002-00	1192	HOWARD AVE	MCKINLEY JEANETTE	1192 HOWARD AVE	MUSKEGON	MI	\$132.50
24-128-100-0066-00	1350	OAKGROVE ST	SHYNE JOHN A	1350 OAKGROVE ST	MUSKEGON	MI	\$1,987.50
24-190-004-0030-00	1027	MCLAUGHLIN A	BANKERS TRUST CO OF CALIF	800 RIDGEVIEW DR 2ND FLR	HORSHAM	PA	\$530.00
24-190-004-0025-00	1059	MCLAUGHLIN A	KRACHT JAMES E	1059 MCLAUGHLIN AVE	MUSKEGON	MI	\$265.00
24-190-004-0020-00	1081	MCLAUGHLIN A	RUUD CINDY	1081 MCLAUGHLIN AVE	MUSKEGON	MI	\$662.50
24-190-004-0016-00	1111	MCLAUGHLIN A	VEST RUSSELL JR	1111 MCLAUGHLIN	MUSKEGON	MI	\$257.05
24-190-004-0014-00	1106	CALVIN AVE	BOYLE SCOTT/AMANDA	1106 CALVIN	MUSKEGON	MI	\$84.80
24-190-003-0025-00	1051	CALVIN AVE	JOHNSON GERALD R	1051 CALVIN AVE	MUSKEGON	MI	\$222.60
24-190-002-0030-00	1320	MADISON ST	HOPKINS JUSTINA	1320 MADISON ST	MUSKEGON	MI	\$265.00
24-190-002-0008-00	1070	LANGELAND AV	DEUELL MICHAEL	1306 CARDINAL CIRCLE	N MUSKEGON	MI	\$132.50
24-190-002-0004-00	1052	LANGELAND AV	STORDAHL GREGG M	1052 LANGELAND	MUSKEGON	MI	\$132.50
24-190-001-0002-00	1096	EVANSTON AVE	2001 C/W 24-190-001-0001-00	P O BOX 536	MUSKEGON	MI	\$2,816.95
24-680-000-0081-00	1301	APPLE	BUNTY INC				\$3,204.60
24-128-200-0014-00	1387	APPLE	TRIDONN DEVELOPMENT	1838 RUDDIMAN	MUSKEGON	MI	\$4,531.50

H-1535 SIDEWALK REPLACEMENT PROGRAM FOR 2002 SPECIAL ASSESSMENT ROLL

PARCEL	@	TAXPAYER	TOTAL
24-685-004-0002-00	1254	HOWARD ARNOLDI JOHN/KATHY	1070 CADILLAC MUSKEGON MI \$530.00

GRAND TOTAL \$154,929.85

BOARD OF ASSESSORS:

CLIFF TURNER, COUNTY EQUALIZATION DATE

CLARA SHEPHERD, CITY COMMISSIONER DATE

ROBERT SCHWEIFLER, CITY COMMISSIONER DATE

H-1535 SIDEWALK REPLACEMENT PROGRAM FOR 2002 SPECIAL ASSESSMENT ROLL

PARCEL	@	TAXPAYER	TOTAL
24-685-004-0002-00	1254	HOWARD ARNOLDI JOHN/KATHY	1070 CADILLAC MUSKEGON MI \$530.00

GRAND TOTAL \$154,929.85

BOARD OF ASSESSORS:

CLIFF TURNER, COUNTY EQUALIZATION DATE

CLARA SHEPHERD, CITY COMMISSIONER DATE

ROBERT SCHWEIFLER, CITY COMMISSIONER DATE

DATE: September 4, 2002

TO: Honorable Mayor and City Commissioners

FROM: Robert B. Grabinski, Director of Inspections

Re: Concurrence with the Housing Board of Appeals Notice & Order to Demolish. Dangerous building case #02-017-Address: 1855 Manz.

SUMMARY OF REQUEST: This is to request City Commission concurrence with the findings of the Housing Board of Appeals that the structure located at **1855 Manz** is unsafe, substandard, a public nuisance and that it be demolished within thirty (30) days.

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

Case # & Project Address: #02-017, 1855 Manz.

Location and ownership: This structure is located on Manz Street between Laketon and Holbrook. It is owned by the Bank of New York.

Staff Correspondence: This property was fire damaged and had an inspection 4/4/02. An interior inspection was scheduled for 5/21/02, but no one was there to let the inspectors inside. The HBA ordered the structure demolished 7/11/02. The Notice and Order to repair or remove was issued 8/7/02.

Owner Contact: There has been no contact from the owner.

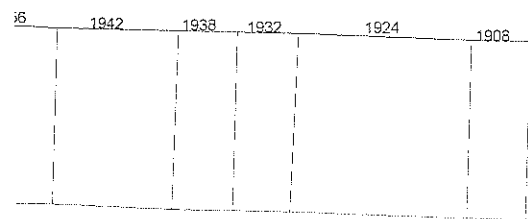
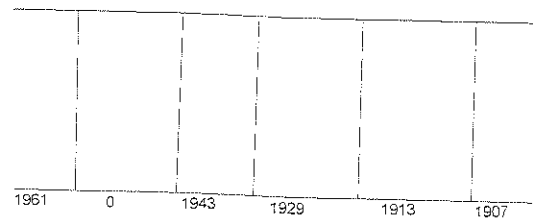
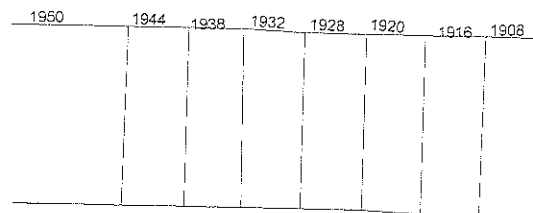
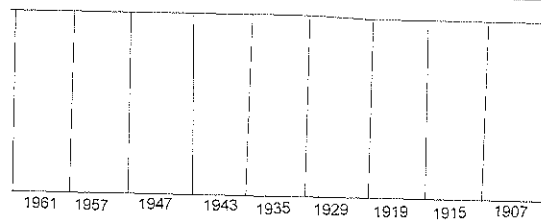
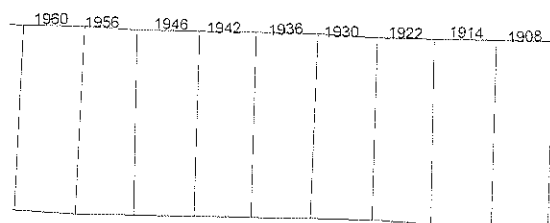
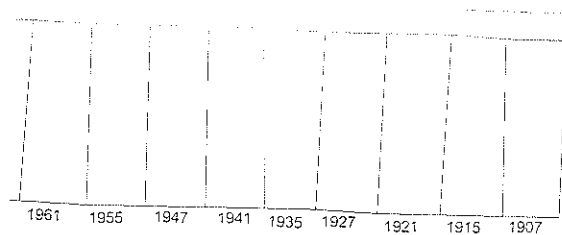
Financial Impact: The cost of demolition will be paid with CDBG funds.

Budget Action Required: None

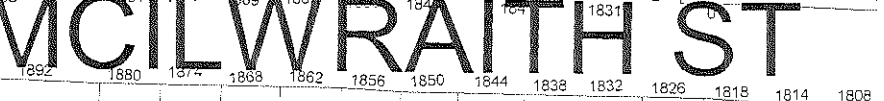
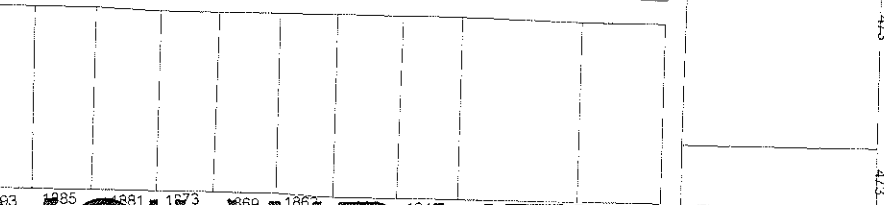
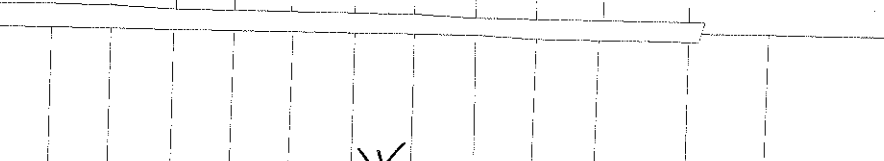
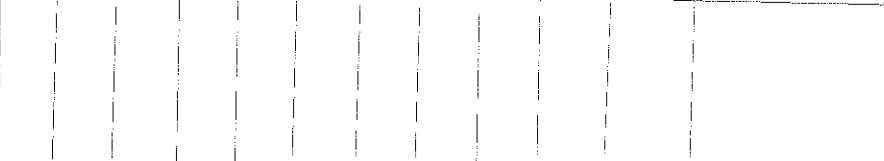
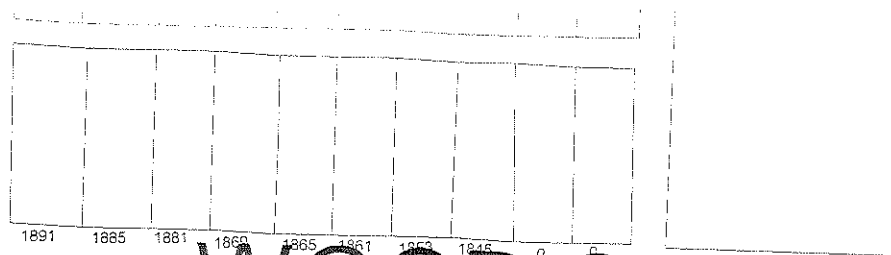
Staff Recommendation: To concur with the Housing Board of Appeals decision to demolish.

Estimated Cost of Repairs: \$12,000

City Commission Recommendation: The Commission will consider this item at it's meeting on Tuesday, September 24, 2002.



HOLBROOK

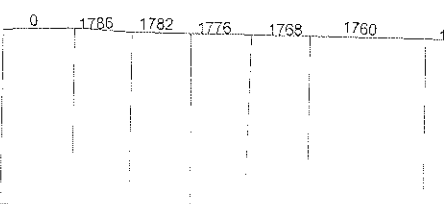
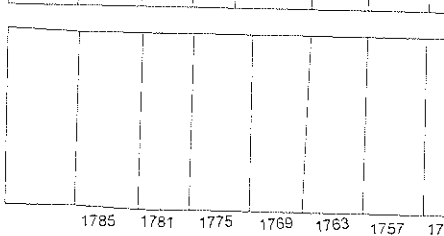
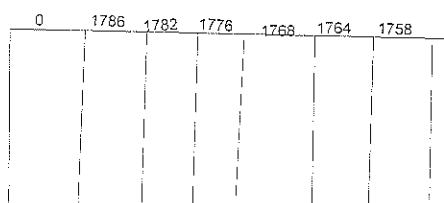
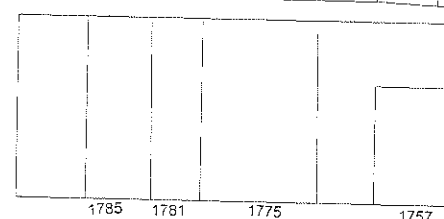
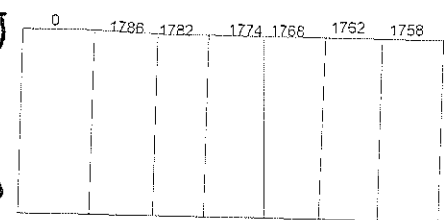
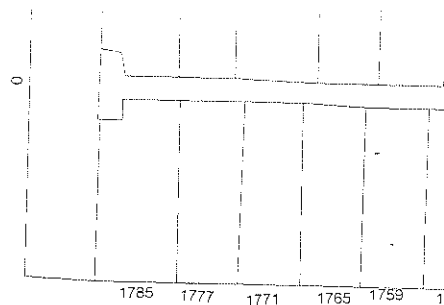


WOOD ST

MANZ ST

MCILWRAITH ST

E. LAKE TON





1855 Manz

For The Inspection Department
City of Muskegon

File #: 419683

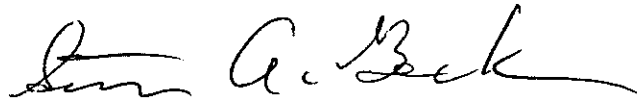
FROM CITY ASSESSOR'S RECORDS

OWNER: State of Michigan
PROPERTY: 1855 Manz
PARCEL NO: 24-165-000-0014-00
DESCRIPTION: Bolemas Grove sub div. Part of Blk 2 R P Eastons 2nd Sud
Div of Part of Sec. 32 T10N R16W Lot 14

FROM RECORDS OF TRANSNATION TITLE

LIBER: 1947
PAGE: 551
DATE OF DEED: November 22, 1996
GRANTOR NAME & ADDRESS: Geraldine Bodenberg and Charles
Bodenberg, wife and husband, 1855 Manz, Muskegon, Michigan 49442
GRANTEE NAME & ADDRESS: Nathan A. Caszatt and Kristine J. Caszatt,
husband and wife, 1260 Ransom Apt. #2, Muskegon, Michigan 49442
LIENS OR MORTGAGES: 3022/218; 3055/935; 3319/776; 3387/848
TODAY'S DATE: April 17, 2002
EFFECTIVE DATE: March 25, 2002 at 8:00 AM

Abstracted by:



TRANSNATION TITLE INSURANCE COMPANY

The above information is to be used for reference purposes only and not to be relied upon as evidence of title and/or encumbrances. Accordingly, said information is furnished at a reduced rate, and the Company's liability shall in no event exceed the amount paid for said information, should evidence of title and/or encumbrances be desired, application for title insurance should be placed with Transnation Title Insurance Company.



Metropolitan Title Company - Warranty Deed - Statutory Form

LIBED 1947 PAGE 551

72577
AFFIX REAL ESTATE TRANSFER
TAX STAMP AFTER RECORDING

Know All Persons by These Presents: That Geraldine Bodenberg and Charles Bodenberg, wife and husband

whose address is 1855 Manz, Muskegon, Michigan 49442

Convey(s) and Warrant(s) to Nathan A. Caszatt and Kristine J. Caszatt, husband and wife

whose address is 1260 Ranson Apt. #2, Muskegon, Michigan 49442

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

Lot 14, Bolema Grove Subdivision of part of Block 2 of R.P. Easton's Subdivision of part of Section 32, as recorded in Liber 8 of Plats, Page 16, Muskegon County Records.

More commonly known as: 1855 Manz Street

for the full consideration of: \$1.00 and other good and valuable consideration. See Real Estate Transfer Valuation Affidavit attached hereto. Please affix revenue stamps after recording.

subject to: Building and use restrictions, reservations, and easements of record.

Dated this 22nd day of November, 1996

Muskegon, Mich: 12/2 19 96
"I hereby certify that there are no tax liens or taxes held by the state or any individual against the within description, and all taxes on same are paid for five years previous to the date of this instrument, as appears by the records in my office."

No. 080092 Jan A. Krensch, Deed smg

Witnesses:

Barbara DeLello
Barbara DeLello

Clyde S. Morris
Clyde S. Morris

Signed and Sealed:

Geraldine Bodenberg
Geraldine Bodenberg

Charles Bodenberg
Charles Bodenberg

State of Michigan
County of Muskegon

The foregoing instrument was acknowledged before me this 22nd day of November, 1996 by Geraldine Bodenberg and Charles Bodenberg, wife and husband

Theresa L. Root
Theresa L. Root
Muskegon County, Michigan

(Notary Public)

My commission expires: September 8, 1998

Drafted by: Re/Max of Muskegon, Inc.
550 W. Norton
Muskegon, Michigan 49444

Return to: Grantee
1855 Manz
Muskegon, Michigan 49442

Recording Fee: \$10.00

File No.: MU69635E

Tax Parcel No.: 61-31-32-201-019

State Transfer Tax:

County Transfer Tax:

Send Tax Bills To: Grantee

STATE OF MICHIGAN
COUNTY OF MUSKEGON
RECEIVED
DEC 21 1996
12:48 PM
Clerk of Court
RECEIVED
CLERK

Parcel #61-

11502

11-32-201-019

**CITY OF MUSKEGON
DANGEROUS BUILDING INSPECTION REPORT**

1855 Manz (Fire Damaged)

4/15/01

Inspection noted:

1. Garage and SW section of home damaged by fire.
2. Front porch steps collapsed.
3. Rotting, missing siding on front porch.
4. Foundation wall of front porch has structural damage and section of foundation wall is missing.
5. Broken out windows.
6. Roof covering in need of repair or replacement.
7. Roof rafters are damaged by fire.
8. Siding is damaged by fire.

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


HENRY FALTINOWSKI, BUILDING INSPECTOR

4/15/2002
DATE

CITY OF MUSKEGON

NOTICE FOR INTERIOR INSPECTION

DATE: April 16, 2002

Address of Property: **1855 Manz**

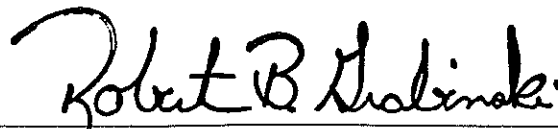
TO: Bank of New York, Mailstop SV35, Simi Valley, CA 93065
[Name & Address of Owner]

None
(Interested Parties)

The Inspection Services Department of the City of Muskegon has preliminarily determined that the structures described above are dangerous, substandard, and constitute a nuisance in violation of the Dangerous Buildings Ordinance of the City.

We intend to inspect the interior of the building(s). Please be present to allow an interior inspection of the above described properties on **Tuesday, May 21, 2002** at **1:30 P.M.** Failure to appear and allow the inspection will result in this office seeking a search warrant to conduct the inspection.

CITY OF MUSKEGON INSPECTION SERVICES



Robert B. Grabinski, Director of Inspections

**CITY OF MUSKEGON
CITY OF MUSKEGON HOUSING (BUILDING) BOARD OF APPEALS**

NOTICE OF HEARING

Date: July 1, 2002

Address of the Property: 1855 Manz

TO: Bank of New York, 10990 Wilshire Blvd. #1125, Los Angeles, CA 90024
[Name & Address of Owner]

None

Names & Addresses of Other Interested Parties]

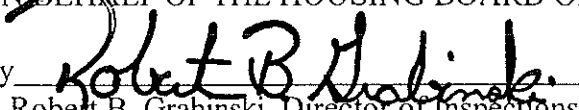
Please take notice that on Thursday, July 11, 2002, the City of Muskegon Housing Board of Appeals will hold a hearing at 933 Terrace, Muskegon, MI at 5:30 o'clock p.m., and at the said hearing consider whether or not the following structure should be determined to be dangerous, substandard and a nuisance, and demolished, or repaired.

The reason for this hearing is to review your intentions for repairing this structure.

At the hearing on Thursday, July 11, 2002, at 5:30 o'clock p.m., at the Muskegon City Hall, 933 Terrace Street, Muskegon, Michigan, you may appear and present any relevant evidence to the Housing Board of Appeals and have counsel of your choice present, if you desire, to show cause why the structure should not be allowed or ordered demolished.

CITY OF MUSKEGON INSPECTION DEPARTMENT,
ON BEHALF OF THE HOUSING BOARD OF APPEALS

By


Robert B. Grabinski, Director of Inspections

CITY OF MUSKEGON
CITY OF MUSKEGON HOUSING (BUILDING) BOARD OF APPEALS

Date: July 16, 2002

To: Bank of New York, 10990 Wilshire Blvd. #1125, Los Angeles, CA 90024
Owners Name & Address

None
Names & Addresses of Other Interested Parties

ORDER TO DEMOLISH STRUCTURE

The Housing Board of Appeals, having received evidence at a scheduled and noticed meeting held on Thursday, July 11, 2002 does hereby order that the following structure(s) located at 1855 Manz Muskegon, Michigan, shall be demolished for the reason that the said structure or structures are found, based upon the evidence before the Board of Appeals, to be dangerous, substandard and a public nuisance.

The owners or persons interested shall apply for the required permits to demolish the structure(s) within 30 days from the final determination to concur and demolish, if it is made by the City Commission. Demolition shall be accomplished no later than 60 days after a concurrence by the City Commission.

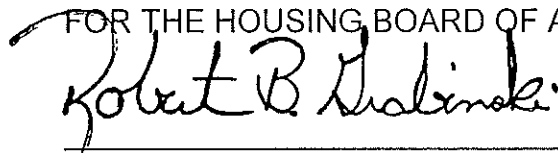
The director of inspections is ordered to place before the Muskegon City Commission this order and the record in this case to seek concurrence by the City Commission with the decision of this board, and further to give notice to the owner and interested parties of the date and time when this matter shall be considered by the City Commission. **This order is not final until concurred with by the City Commission.**

NOTICE TO OWNER AND INTERESTED PARTIES

Please take notice that this decision of the Housing Board of Appeals will be presented to the City Commission of the City of Muskegon on the date and at a time to be noticed to you by the Director of Inspections. You are hereby notified that you will have an opportunity to appear before the said City Commission at that time and to present any and all evidence or matters relevant to the issue of demolition or repair of the said structures. This order of the Housing Board of Appeals is not final, but will become final if and when the City Commission has considered the record and this order, and has concurred.

The City Commission may concur with this order, or disapprove or modify the order.

FOR THE HOUSING BOARD OF APPEALS:

A handwritten signature in black ink, reading "Robert B. Grabinski". The signature is written in a cursive style with a large initial "R".

Robert B. Grabinski, Director of Inspections

#02-017 – 1855 Manz – Bank of New York, 10990 Wilshire Blvd. #1125, Los Angeles, CA

No one was present to represent this property. Bob Grabinski stated this structure is fire damaged and there has been no contact from the owner.

Staff Recommendation: Declare this building substandard, a public nuisance, and dangerous building and forward to city commission for their concurrence.

Motion made by Jon Rolewicz, seconded by Jerry Bever, to support staff's recommendation.

A roll call vote was taken:

AYES:

Greg Borgman
Randy Mackie
Jerry Bever
Jon Rolewicz
Nick Kroes
Clara Shepherd

NAYES:

EXCUSED:

ABSENT:

John Warner

The motion carried.

Old Business: Clara Shepherd commented she was glad to see repairs at 845 Pine St. and she asked about the corner of Apple & Pine. Bob Grabinski stated he just received the bid quote from the demolition contractor. His quote is approximately another \$20,000 to complete the demolition because of the shared wall. Clara also complimented on the nice clean up at 402 Monroe after the demolition. Mr. Grabinski encouraged the board members to take a drive down Monroe from Nelson School east and notice the improvement. He stated 357 Monroe looks very good now.

New Business:

Clara stated she thinks the HBA is doing a great job at fighting blight. She is putting information together to the National League of cities where she is a representative who allocate some of the money for infill projects, grants, CDBG funds and she will work with our director to fight blight.

Meeting adjourned at 7:20 P.M.

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

Assessor
231/724-6708
FAX/726-5181

Cemetery
231/724-6783
FAX/726-5617

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

Clerk
231/724-6705
FAX/724-4178

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

Engineering
231/724-6707
FAX/727-6904

Finance
231/724-6713
FAX/724-6768

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

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

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

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

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

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

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

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

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

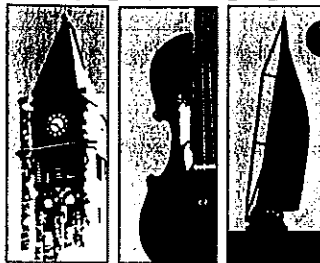
Public Works
231/724-4100
FAX/722-4188

Treasurer
231/724-6720
FAX/724-6768

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

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

MUSKEGON



West Michigan's Shoreline City

August 7, 2002

Bank of New York
10990 Wilshire Blvd. #1125
Los Angeles, CA 90024

Re: 1855 Manz, Muskegon, MI

To Whom It May Concern:

Due to a procedural error within this office, a notice and order to repair or demolish was not issued to you on the subject property. Therefore, the meeting on August 13, 2002 before the City Commission has been cancelled. It will be re-scheduled at a future date of which you will be notified. Please disregard the previous notice of hearing dated August 6, 2002.

Attached is the Notice to repair or demolished.

If you have any questions regarding this please call 231-724-6715.

Sincerely,

Lorraine Grabinski

Lorraine Grabinski
Secretary/Inspection Dept.

U.S. Postal Service
CERTIFIED MAIL RECEIPT
(Domestic Mail Only; No Insurance Coverage Provided)

NO O+LTR. 1855 Manz

Postage	\$
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$

Postmark
Here

Recipient's Name (Please Print Clearly) (To be completed by mailer)
Bank of NY
Street, Apt. No., or PO Box No.
City, State, ZIP+ 4

CITY OF MUSKEGON

NOTICE AND ORDER TO REPAIR OR REMOVE (DEMOLISH) A STRUCTURE

DATE: August 7, 2002

Address of the Property: 1855 Manz, Muskegon, Michigan

TO: Bank of New York, 10990 Wilshire Blvd. #1125, Los Angeles, CA 90024
[Name & Address of Owner]

None
(Interested Parties)

The Building Inspection Department of the City of Muskegon has determined that the structures above described are dangerous, substandard, and constitute a nuisance in violation of the Dangerous Buildings Ordinance of the City.

You are hereby notified that the City will proceed to demolish or cause the demolition and removal of the said structure unless you accomplish the actions indicated below within the time limits indicated (only one to be checked):

1. ☒ Obtain the issuance of all permits required to accomplish the repair of the structure defects listed in the attached schedule within 30 days of this notice. All repairs shall be accomplished within the times set forth in the permits. All work must be physically commenced within 30 days of the date of this notice.
2. ☐ Obtain the issuance of the appropriate permit for the demolition of structures within 30 days, and accomplish the demolition thereof within 60 days of this notice.

The conditions which cause the said structures to be dangerous, substandard and a nuisance are listed in the attached schedule.

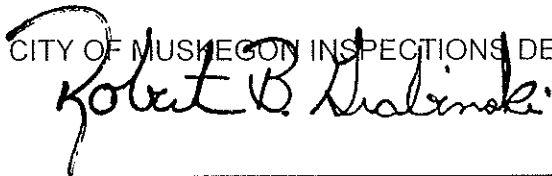
FAILURE TO COMPLY

After 30 days from mailing this notice, if you have not complied with this notice, a hearing will be scheduled before the City of Muskegon Housing Board of Appeals for the purpose of enforcing this notice and order and instituting City action to remove the structure. You will receive notice of that hearing. You may appear and present any relevant evidence to the Housing Board of Appeals and have counsel of your choice present, if you desire. You will have the opportunity to show cause why the structure shall not be ordered demolished.

SCHEDULE OF CONDITIONS

The following conditions are present at the structure at **1855 Manz**, Muskegon, Michigan, and cause said structure to be a dangerous or substandard building and a public nuisance.

Please see the attached inspection report

CITY OF MUSKEGON INSPECTIONS DEPARTMENT


Robert B. Grabinski, Director of Inspections

NOTICE OF HEARING BEFORE THE CITY COMMISSION

DATE: August 6, 2002

1855 Manz
(Address of Property)

cancel
+
re-schedule

TO: All owners and interested parties:

Bank of New York, 10990 Wilshire Blvd. #1125, Los Angeles, CA 90024
(Name of Owner)

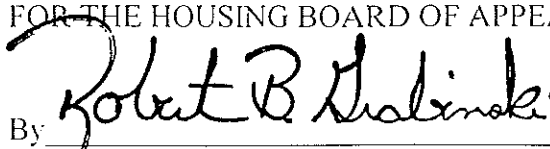
None
(Other interested parties)

On July 11, 2002 the Muskegon Housing Board of Appeals made a determination that the subject property is sub-standard, a public nuisance and a dangerous building under the City Code and ordered that it be repaired or demolished.

The City Commission will hold a hearing on August 13, 2002, to consider the above decision of the Housing Board of Appeals. You may appear at this hearing at 5:30 p.m. on August 13, 2002, at the Muskegon City Hall, 933 Terrace Street, Muskegon, Michigan, with counsel, if you desire, to present any relevant evidence and arguments concerning the decision to demolish the above structures.

CITY OF MUSKEGON INSPECTIONS DEPARTMENT.
FOR THE HOUSING BOARD OF APPEALS

By


Robert B. Grabinski, Director of Inspections

Informative Action
11/724-6703
AX/722-1214
Assessor
31/724-6708
AX/726-5181

Cemetery
31/724-6783
AX/726-5617

Civil Service
31/724-6716
AX/724-4405

Clerk
31/724-6705
AX/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
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Income Tax
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Info. Systems
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Inspection Services
231/724-6715
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Planning/Zoning
231/724-6702
FAX/724-6790

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

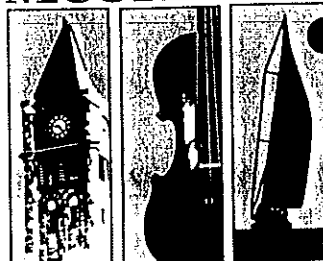
Public Works
231/724-4100
FAX/722-4188

Treasurer
231/724-6720
FAX/724-6768

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

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

MUSKEGON



West Michigan's Shoreline City

September 4, 2002

Bank of New York
10990 Wilshire Blvd. #1125
Los Angeles, CA 90024

Re: 1855 Manz

To Whom It May Concern:

Due to an error on the previous notice, the hearing before the City Commission has been rescheduled for September 24, 2002.

The attached notice of hearing contains the information regarding the date and time of the meeting. If you have any questions please call 231-724-6715.

Inspection Dept.
City of Muskegon

NOTICE OF HEARING BEFORE THE CITY COMMISSION

DATE: September 4, 2002

1855 Manz
(Address of Property)

TO: All owners and interested parties:

Bank of New York, 10990 Wilshire Blvd. #1125, Los Angeles, CA 90024

None
(Other interested parties)

On July 11, 2002 the Muskegon Housing Board of Appeals made a determination that the subject property is sub-standard, a public nuisance and a dangerous building under the City Code and ordered that it be repaired or demolished.

The City Commission will hold a hearing on **September 24, 2002**, to consider the above decision of the Housing Board of Appeals. You may appear at this hearing at 5:30 p.m. on September 24, 2002, at the Muskegon City Hall, 933 Terrace Street, Muskegon, Michigan, with counsel, if you desire, to present any relevant evidence and arguments concerning the decision to demolish the above structures.

CITY OF MUSKEGON INSPECTIONS DEPARTMENT,
FOR THE HOUSING BOARD OF APPEALS

By _____


Robert B. Grabinski, Director of Inspections



1855 Manz

DATE: September 4, 2002

TO: Honorable Mayor and City Commissioners

FROM: Robert B. Grabinski, Director of Inspections

Re: Concurrence with the Housing Board of Appeals Notice & Order to Demolish. Dangerous building case #02-012-Address: 215 W. Grand.

SUMMARY OF REQUEST: This is to request City Commission concurrence with the findings of the Housing Board of Appeals that the structure located at **215 W. Grand** is unsafe, substandard, a public nuisance and that it be demolished within thirty (30) days.

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

Case # & Project Address: #02-012, 215 W. Grand

Location and ownership: This structure is located on W. Grand between Fifth and Sixth Streets. It was owned by Dwight Taylor/Renetta McClanahan, but is in the process of being taken back by Homecomings Financial Services.

Staff Correspondence: This property was fire damaged and had an inspection 4/1/02. It had been rented out previous with no Certificate of Compliance. An interior inspection was conducted on 4/15/02 with the property manager. The HBA ordered the structure demolished 7/11/02. The Notice and Order to repair or remove was issued 8/7/02.

Owner Contact: There has been no contact from the owner. On 8/6/02 there was notification that Homecomings Financial Network was in the process of taking the property back.

Financial Impact: The cost of demolition will be paid with CDBG funds.

Budget Action Required: None

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

Estimated Cost of Repairs: \$12,000

City Commission Recommendation: The Commission will consider this item at it's meeting on Tuesday, September 24, 2002.



WASHINGTON AV

W. GRAND

FIFTH

SIXTH





215 W. Grand

For The Inspection Dept.
City of Muskegon

419553

FROM CITY ASSESSOR'S RECORDS

OWNER Dwight Taylor
PROPERTY 215 W. Grand
PLATE # 24-205-420-0022-00
DESCRIPTION Lot 22 Block 420 , City of Muskegon

FROM RECORDS OF TRANSNATION TITLE COMPANY

LIBER: 3093

PAGE: 912

DATE OF DEED: September 19, 2000

GRANTOR NAME & ADDRESS: Dwight Taylor and Renetta McClanhanan-Taylor, husband and wife, 215 W. Grand, Muskegon, MI 49441

GRANTEE NAME & ADDRESS: Dwight Taylor and Renetta McClanhanan-Taylor, husband and wife, 215 W. Grand, Muskegon, MI 49441

LIENS OR MORTGAGES: 3093-914, 3184-551

TODAY'S DATE: April 5, 2002

EFFECTIVE DATE: March 12, 2002 at 8:00 AM

ABSTRACTED BY: 
TRANSNATION TITLE INSURANCE COMPANY

The above information is to be used for reference purposes only and not to be relied upon as evidence of the title and/or encumbrances. Accordingly, said information is furnished at a reduced rate, and the Company's liability shall in no event exceed the amount paid for said information, should evidence of title and/or encumbrances be desired, application for title insurance should be placed with Transnation Title Insurance Company.

(2)
STATE OF MICHIGAN
COUNTY OF MUSKEGON
RECEIVED FOR RECORD

2000 OCT -5 AM 9:43

Mark Fairchild
REGISTER OF DEEDS

QUIT CLAIM DEED

 Metropolitan Title Company (For Plat/Condominium) Statutory Form

Know All Persons by These Presents: That Dwight Taylor and Renetta McClanahan-Taylor, husband and wife
whose address is 215 W. Grand, Muskegon, MI 49441

Quit Claim(s) to Dwight Taylor and Renetta McClanahan-Taylor, husband and wife
whose address is 215 W. Grand, Muskegon, MI 49441

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

Lot 22, Block 420 of the Revised Plat (of 1903) of the City of Muskegon, according to the recorded plat
thereof in Liber 3 of Plats, on Page 71, Muskegon County Records.

More commonly known as: 215 West Grand Avenue

For the full consideration of: Exempt from State Transfer Tax under MCL 207.526 (1). Exempt from
County Transfer Tax under MCL 207.505 (1).

Dated this: 19th day of September, 2000

(See Attached for Signatures)

Drafted by:
Dwight Taylor
Assisted by: Metropolitan Title Co.
215 W. Grand
Muskegon, MI 49441

Return to:
Dwight Taylor
215 W. Grand
Muskegon, MI 49441

Send Tax Bills to:

Recording Fee: State Transfer Tax:
File Number: M191220E County Transfer Tax:
Tax Parcel No.: 61-24-205-420-0022-00

Native Action
24-6703
722-1214

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726-5181

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726-5617

Service
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Services
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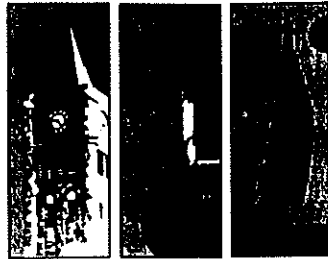
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ter Filtration
724-4106
755-5290

MUSKEGON



West Michigan's Shoreline City

March 28, 2002

RE: 215 W. Grand

To Whom it may Concern:

A review of the records at the City of Muskegon Inspection Services Department has revealed that the property at 215 W. Grand in the City of Muskegon does not have a current Certificate of Compliance. This property has never had a valid rental certificate with the current owner, Dwight Taylor and Renetta McClanahan of 215 W. Grand, Muskegon, MI 49441

Occupancy of the premises without certification is a violation of the City's Property Maintenance Code.

Any questions regarding this matter should be directed to my attention at (231) 724-6757.

Sincerely,

Lorraine Grabinski
Department Secretary
City of Muskegon, Inspection Services Dept.

LG/mn

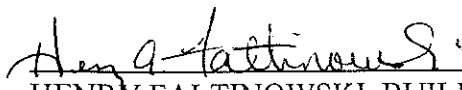
CITY OF MUSKEGON
DANGEROUS BUILDING INSPECTION REPORT

215 W. Grand Ave.
Fire Damaged
4/1/02

Inspection noted:

1. An interior inspection is required by all trade inspectors (plumbing, mechanical, electrical and building) before any permits or certificates of occupancy will be issued.
2. Foundation wall on porch has no sill plate for proper rim and joist connections.
3. Back porch has burnt columns, rafters, sheathing, fascia, decking, and roofing. Porch has to be rebuilt to code.
4. Back steps cracked dangerous, trip hazard.
5. Roof covering on home installed improperly. Shingles on home are incomplete, rotting on entire home, incorrect flashing on roof system.
6. Rotted, missing fascia on home.
7. Chimney stack is deteriorating, needs structural repair and must be certified safe.
8. Window frames are rotting and in need of repair or replacement.

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


HENRY FALTINOWSKI, BUILDING INSPECTOR

4/3/2002
DATE

CITY OF MUSKEGON

DANGEROUS BUILDING INSPECTION REPORT

4/15/02

215 W. Grand

(INTERIOR INSPECTION)

Inspection noted:

1. Chimney needs repair.
2. Plumbing waste and vent needs repair.
3. No visible chimney liner.
4. Smoke detectors required.
5. Replace incomplete light fixtures.
6. Replace missing outlet and switch covers.
7. Remove exposed Romex.
8. Basement needs proper handrail/guardrails on stairs.

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

Henry Faltinowski (Signature)
HENRY FALTINOWSKI, BUILDING INSPECTOR

4-26-02
DATE

**CITY OF MUSKEGON
CITY OF MUSKEGON HOUSING (BUILDING) BOARD OF APPEALS**

NOTICE OF HEARING

Date: July 1, 2002

Address of the Property: **215 W. Grand**

TO: Dwight Taylor/Renetta McClanahan, 1845 Kinsey, Muskegon, MI 49441
[Name & Address of Owner]

Mike Anderson, 6095 28th St. SE, Grand Rapids, MI 49546
Names & Addresses of Other Interested Parties]

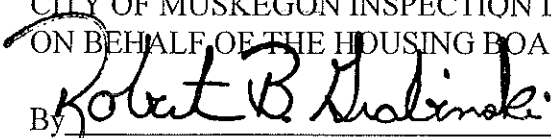
Please take notice that on **Thursday, July 11, 2002**, the City of Muskegon Housing Board of Appeals will hold a hearing at 933 Terrace, Muskegon, MI at 5:30 o'clock p.m., and at the said hearing consider whether or not the following structure should be determined to be dangerous, substandard and a nuisance, and demolished, or repaired.

The reason for this hearing is to review your intentions for repairing this structure.

At the hearing on Thursday, July 11, 2002, at 5:30 o'clock p.m., at the Muskegon City Hall, 933 Terrace Street, Muskegon, Michigan, you may appear and present any relevant evidence to the Housing Board of Appeals and have counsel of your choice present, if you desire, to show cause why the structure should not be allowed or ordered demolished.

CITY OF MUSKEGON INSPECTION DEPARTMENT,
ON BEHALF OF THE HOUSING BOARD OF APPEALS

By


Robert B. Grabinski, Director of Inspections

**CITY OF MUSKEGON
CITY OF MUSKEGON HOUSING (BUILDING) BOARD OF APPEALS**

Date: July 16, 2002

To: Dwight Taylor/Tenetta McClanhanan, 1845 Kinsey, Muskegon, MI 49441
Owners Name & Address

Mike Anderson, 6095 28th St. SE, Grand Rapids, MI 49546
Names & Addresses of Other Interested Parties

ORDER TO DEMOLISH STRUCTURE

The Housing Board of Appeals, having received evidence at a scheduled and noticed meeting held on Thursday, July 11, 2002 does hereby order that the following structure(s) located at 215 W. Grand Muskegon, Michigan, shall be demolished for the reason that the said structure or structures are found, based upon the evidence before the Board of Appeals, to be dangerous, substandard and a public nuisance.

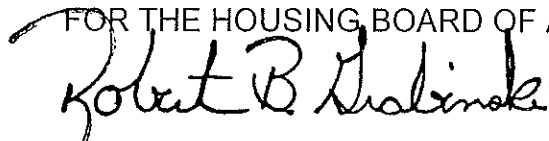
The owners or persons interested shall apply for the required permits to demolish the structure(s) within 30 days from the final determination to concur and demolish, if it is made by the City Commission. Demolition shall be accomplished no later than 60 days after a concurrence by the City Commission.

The director of inspections is ordered to place before the Muskegon City Commission this order and the record in this case to seek concurrence by the City Commission with the decision of this board, and further to give notice to the owner and interested parties of the date and time when this matter shall be considered by the City Commission. **This order is not final until concurred with by the City Commission.**

NOTICE TO OWNER AND INTERESTED PARTIES

Please take notice that this decision of the Housing Board of Appeals will be presented to the City Commission of the City of Muskegon on the date and at a time to be noticed to you by the Director of Inspections. You are hereby notified that you will have an opportunity to appear before the said City Commission at that time and to present any and all evidence or matters relevant to the issue of demolition or repair of the said structures. This order of the Housing Board of Appeals is not final, but will become final if and when the City Commission has considered the record and this order, and has concurred.

The City Commission may concur with this order, or disapprove or modify the order.

FOR THE HOUSING BOARD OF APPEALS:


Robert B. Grabinski, Director of Inspections

#02-012 – 215 W. Grand – Dwight Taylor/Renetta McClanhanan – 1845 Kinsey, Muskegon

The owners were not present to represent this property. Mr. Grabinski gave a history of this case. There was a fire in April. An interior inspection was conducted with the apartment manager (4/15/02). There has been no contact with the owner since then.

Staff Recommendation:. Declare this building substandard, a public nuisance, and dangerous building and forward to city commission for their concurrence.

Motion made by Jon Rolewicz, seconded by Clara Shepherd, to support staff's recommendation.

A roll cal vote was taken:

AYES:

Greg Borgman
Randy Mackie
Jerry Bever
Jon Rolewicz
Nick Kroes
Clara Shepherd

NAYES:

EXCUSED:

ABSENT:

John Warner

The motion carried.

#02-019 – 1526 Terrace – Matthew Goodno, 1526 Terrace

Mr. Goodno was present to represent this property. Bob Grabinski gave a history of this case. It came to us because of the boarded windows on the front of the property. The owner did contact the office. He said the boards were on the windows because kids keep breaking them out. An interior inspection was conducted 5/16/02. Mr. Goodno stated his house has been broken into 3 times in 2 weeks and that why boarded the windows. He stated he lives downstairs and doesn't rent the upstairs out because of trouble with tenants. He has taken the boards off since contact with the Inspection office. Randy Mackie questioned his intentions with the repairs. Mr. Goodno stated his only problem is with the roof. It doesn't leak and he doesn't have the money. Mr. Grabinski stated it has to comply with code. Mr. Goodno stated he can probably correct everything except the roof in 4 months. The roof is a financial issue with him. He has done some improvements to the house.

Staff Recommendation:. Grant 90 days to complete repairs. If significant progress has been made, more time would be granted. If not, it will be brought back to the board with a recommendation to declare.

**NOTICE OF RESOLUTION
DANGEROUS BUILDING PROCEEDING**

TO ALL INTERESTED PARTIES:

TAKE NOTICE that the Housing Board of Appeals for the City of Muskegon has determined that the building located on the following described property constitutes a dangerous building and has recommended to the City Commission that it shall be demolished. If demolished, the cost incurred by the City of Muskegon for demolition shall become a lien on this property. The determination was made by the Housing Board of Appeals on July 11, 2002. The property is described as follows:

* Lot 22 Block 420

Also known as: 215 W. Grand

Any person interested in the property should consult with the Office of the City Clerk for the City of Muskegon for further information.

Witnesses:

Linda Potter
Linda Potter

Gail A. Kunderinger
Gail A. Kunderinger, Clerk

Margaret M. Platt
Margaret M. Platt

STATE OF MICHIGAN
COUNTY OF MUSKEGON

The foregoing instrument was acknowledged before me this 24th day of July, 2002 by Gail A. Kunderinger, Clerk respectively, for and on behalf of the City of Muskegon.

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

Prepared By & Upon Recording Return To:
John C. Schrier, Parmenter O'Toole
175 W. Apple Ave., P.O. Box 786
Muskegon, MI 49443-0786

NOTICE OF HEARING BEFORE THE CITY COMMISSION

DATE: August 6, 2002

215 W. Grand
(Address of Property)

Cancel
+
Re-schedule

TO: All owners and interested parties:

Homecomings Financial 32300 Northwest Hwy.#115, Farmington Hills, MI 48334
(Name of Owner)

Dwight Taylor/Renetta McClanahan, 1845 Kinsey, Muskegon, MI 49441
(Other interested parties)

None

On July 11, 2002 the Muskegon Housing Board of Appeals made a determination that the subject property is sub-standard, a public nuisance and a dangerous building under the City Code and ordered that it be repaired or demolished.

The City Commission will hold a hearing on August 13, 2002, to consider the above decision of the Housing Board of Appeals. You may appear at this hearing at 5:30 p.m. on August 13, 2002, at the Muskegon City Hall, 933 Terrace Street, Muskegon, Michigan, with counsel, if you desire, to present any relevant evidence and arguments concerning the decision to demolish the above structures.

CITY OF MUSKEGON INSPECTIONS DEPARTMENT,
FOR THE HOUSING BOARD OF APPEALS

By


Robert B. Grabinski, Director of Inspections

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

Assessor
231/724-6708
FAX/726-5181

Cemetery
231/724-6783
FAX/726-5617

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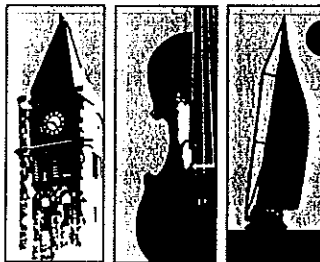
Public Works
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Treasurer
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FAX/724-6768

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

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

MUSKEGON



West Michigan's Shoreline City

September 4, 2002

Homecomings Financial
32300 Northwest Hwy. #115
Farmington Hills, MI 48334

Re: 215 W. Grand

To Whom It May Concern:

Due to an error on the previous notice, the hearing before the City Commission has been rescheduled for September 24, 2002.

The attached notice of hearing contains the information regarding the date and time of the meeting. If you have any questions please call 231-724-6715.

Inspection Dept.
City of Muskegon

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

Assessor
231/724-6708
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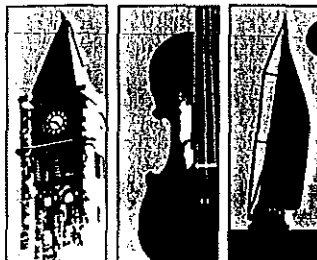
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Water Filtration
231/724-4106
FAX/755-5290

MUSKEGON



West Michigan's Shoreline City

September 4, 2002

Dwight & Renetta Taylor
3236 Ninth
Muskegon, MI 49444

Re: 215 W. Grand

To Whom It May Concern:

Due to an error on the previous notice, the hearing before the City Commission has been rescheduled for September 24, 2002.

The attached notice of hearing contains the information regarding the date and time of the meeting. If you have any questions please call 231-724-6715.

Inspection Dept.
City of Muskegon

NOTICE OF HEARING BEFORE THE CITY COMMISSION

DATE: September 4, 2002

215 W. Grand
(Address of Property)

TO: All owners and interested parties:

Homecomings Financial, 32300 Northwest Hwy. #115, Farmington Hills, MI
48334

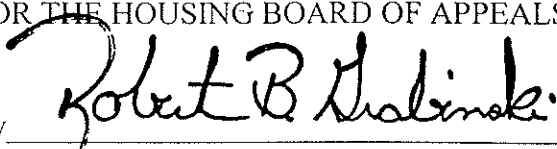
Dwight & Renetta Taylor, 3236 Ninth, Muskegon, MI 49444
(Other interested parties)

On July 11, 2002 the Muskegon Housing Board of Appeals made a determination that the subject property is sub-standard, a public nuisance and a dangerous building under the City Code and ordered that it be repaired or demolished.

The City Commission will hold a hearing on **September 24, 2002**, to consider the above decision of the Housing Board of Appeals. You may appear at this hearing at 5:30 p.m. on September 24, 2002, at the Muskegon City Hall, 933 Terrace Street, Muskegon, Michigan, with counsel, if you desire, to present any relevant evidence and arguments concerning the decision to demolish the above structures.

CITY OF MUSKEGON INSPECTIONS DEPARTMENT,
FOR THE HOUSING BOARD OF APPEALS

By


Robert B. Grabinski, Director of Inspections



215 W. Grand

Staff Report on Renaissance Zones

Thursday, September 19, 2002

Seaway Industrial Park

This proposed expansion of the Whittaker Electric Subzone entails the designating of both City owned and privately owned lots. In order to extend this subzone to include the Seaway Industrial Park, the Cemetery adjacent to the zone will need to be included. The property owned by Ernie's Car Lot has also been included in this request in order to accommodate future development of that primary corner, whether or not Grooter's Development Corporation is involved.

Michigan EDC staff has informed the City that they are recommending approval of this extension of the existing sub-zone with the contingency that there is a signed development agreement with the Grooters Development Corporation. While there is not a signed development agreement at this time, staff is still recommending that the City Commission approve the resolution to expand the Whittaker Electric Sub zone.

A map of the proposed expansion is attached.

Shaw Walker

This new Renaissance Zone will be created to assist in the redevelopment of the former Shaw Walker building, into market rate housing. The owners have agreed to an initial investment of \$3 million. Staff is recommending that the portion currently occupied by the Knoll Group, as well as the parking lot across Division Street also be included. Once the first phase of housing is developed, the continuation of an industrial use on the site will not be conducive to a residential use. Without Renaissance Zone designation, the owners of the Shaw Walker building may feel the need to try to retain the Knoll Group as paying tenants. Therefore, it is hoped that providing Renaissance Zone status to the portion occupied by Knoll will encourage redevelopment. The owners of the Shaw Walker building have agreed to pay a \$5,000 assessment until such time as the portion occupied by the Knoll group is either redeveloped or demolished.

Michigan EDC staff has told the City that they are recommending approval based on a signed development agreement with the owners of the Shaw Walker building. City staff recommends approval of this Renaissance Zone.

A map of the new proposed Shaw Walker Renaissance Zone is attached.

Cordova Chemical Site

This proposed new Renaissance Zone involves the innovative use of a P.A. 425 agreement to transfer jurisdiction of the former Cordova Chemical site from Dalton Township to the City of Muskegon. In a separate agreement, the owner of the property, Muskegon County, agrees to seek development of the site into an industrial park.

This arrangement results in a winning situation for all the involved parties. The County gets a great incentive, Renaissance Zone status, with which to market a piece of property that otherwise would have very little opportunity for redevelopment. The City and Dalton Township share in any future income tax generated from future employment at the site, and the City gets 210 acres for industrial development for the next 50 years.

Michigan EDC staff has recommended that this Renaissance Zone be approved on the condition that there is a signed 425 agreement between Dalton Township and the City of Muskegon.

City staff recommends approval of this Renaissance Zone.

Maps of the site are attached.

Muskegon Mall

The proposed designation of the Mall also involves an innovative partnership arrangement. The Downtown Development Corporation, consisting of representatives of the Muskegon Area Chamber of Commerce, the Muskegon Area Community Foundation, and the Paul C. Johnson Foundation currently owns the Mall property.

Michigan EDC staff has informed the City that it is recommending approval of the Mall Renaissance Zone under the condition that both the Morris Street lots and the Medical Arts building be removed from the application. At this time the Archimedes Group has withdrawn their request to include the Morris Street lots. However, Archimedes-Medical Arts LLC has not withdrawn their request to include the Medical Arts building in the Renaissance Zone.

Michigan EDC staff opinion was that if the Mall is redeveloped, all the adjacent property owners will benefit, and the singling out of one or two adjacent parcels to be added does not appear to have much merit.

City staff is recommending that the Mall be designated as a Renaissance Zone, but that the Medical Arts building be excluded as to not jeopardize the entire designation.

A map of the proposed Muskegon Mall Renaissance Zone is attached.

Mart Dock

There have been a number of recent changes to the Mart Dock's proposal for Renaissance Zone status. One change is that the Mart Dock representatives have requested that a portion of the property be excluded from the Renaissance Zone. This request was due to concerns raised about the competitive advantage the Mart Dock would have over other local firms in the storage and warehousing markets. With the removal of the main storage buildings and associated land from the Renaissance Zone, the Mart Dock would not have a competitive advantage over local competitors in these fields.

Secondly, the Mart Dock has agreed to more specific timelines and locations for investments. These include the redevelopment of the five story brick building and the adjacent one story brick building.

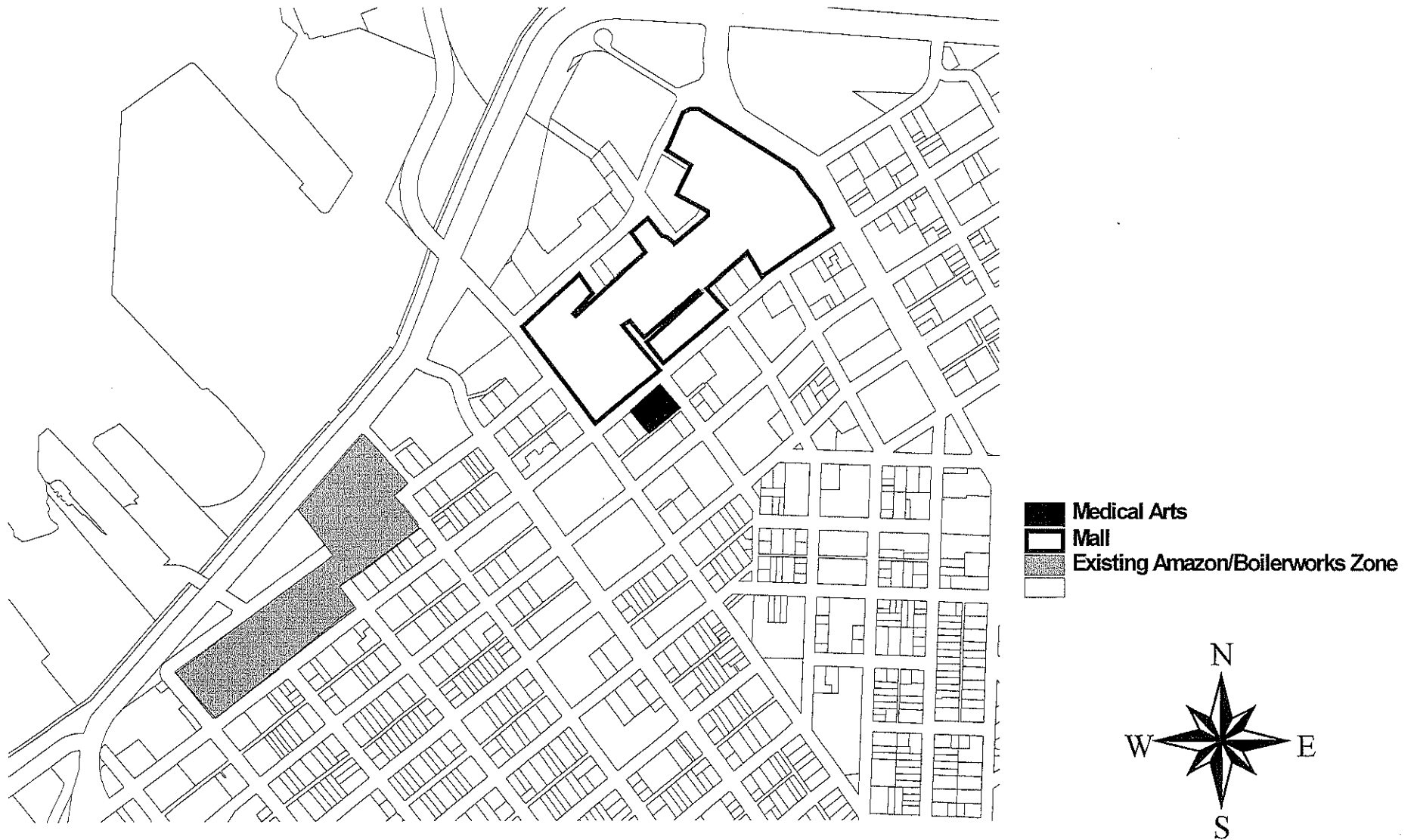
Alternatively the investments could be made toward items related to "city investments" meaning the cross-lake ferry.

Also included as an attachment is a letter from Gibbs Planning Group which outlines their preliminary findings.

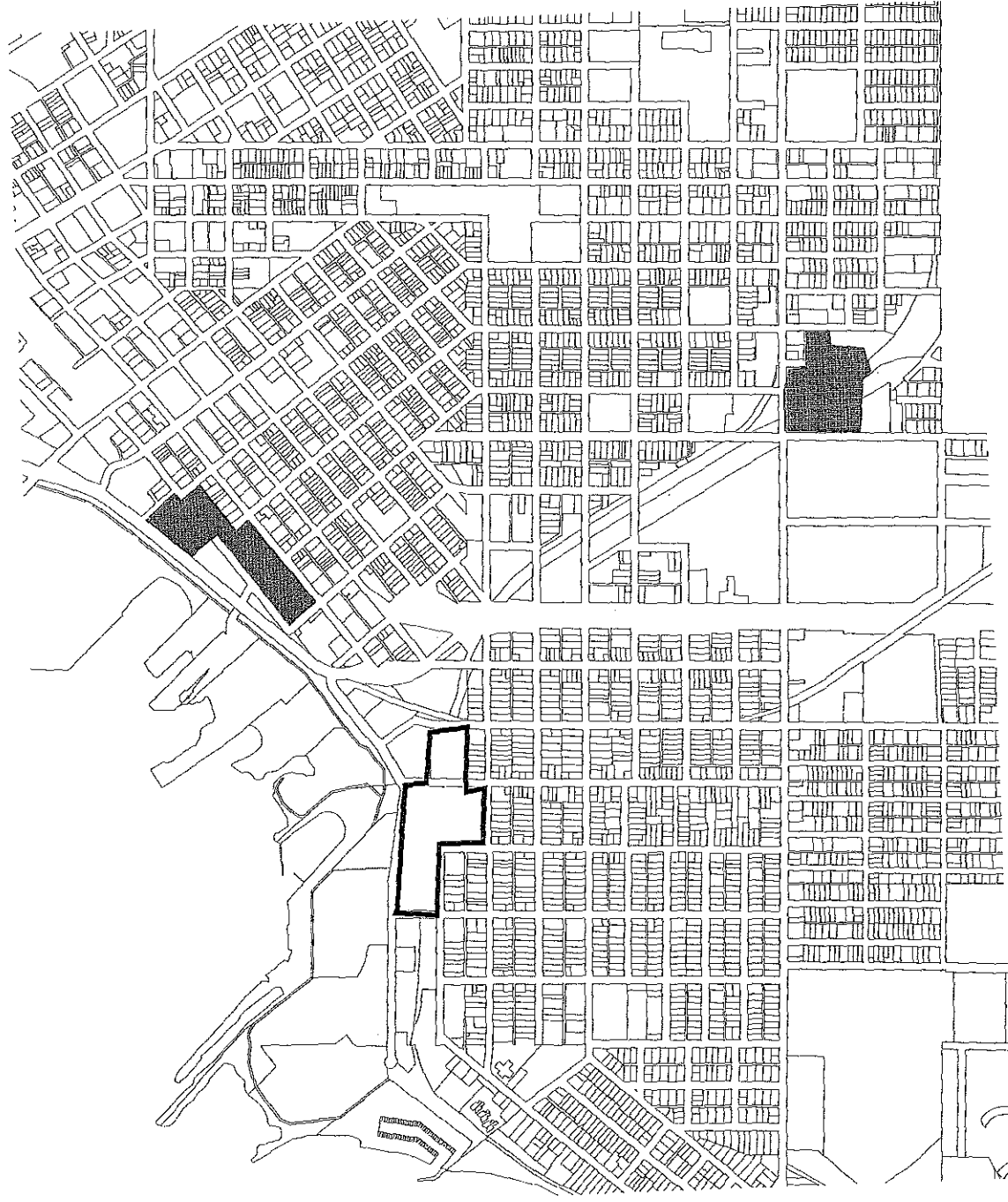
Michigan EDC staff has recommended approval of this Renaissance Zone under the condition that there is a signed development agreement.

Staff recommendation is to approve the Renaissance Zone expansion to include the Mart Dock.

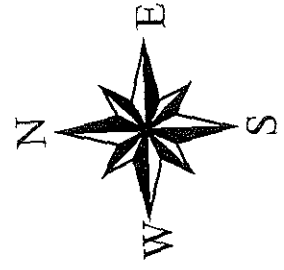
Proposed Mall Renaissance Zone Including Medical Arts building



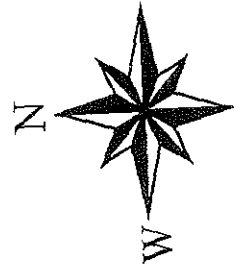
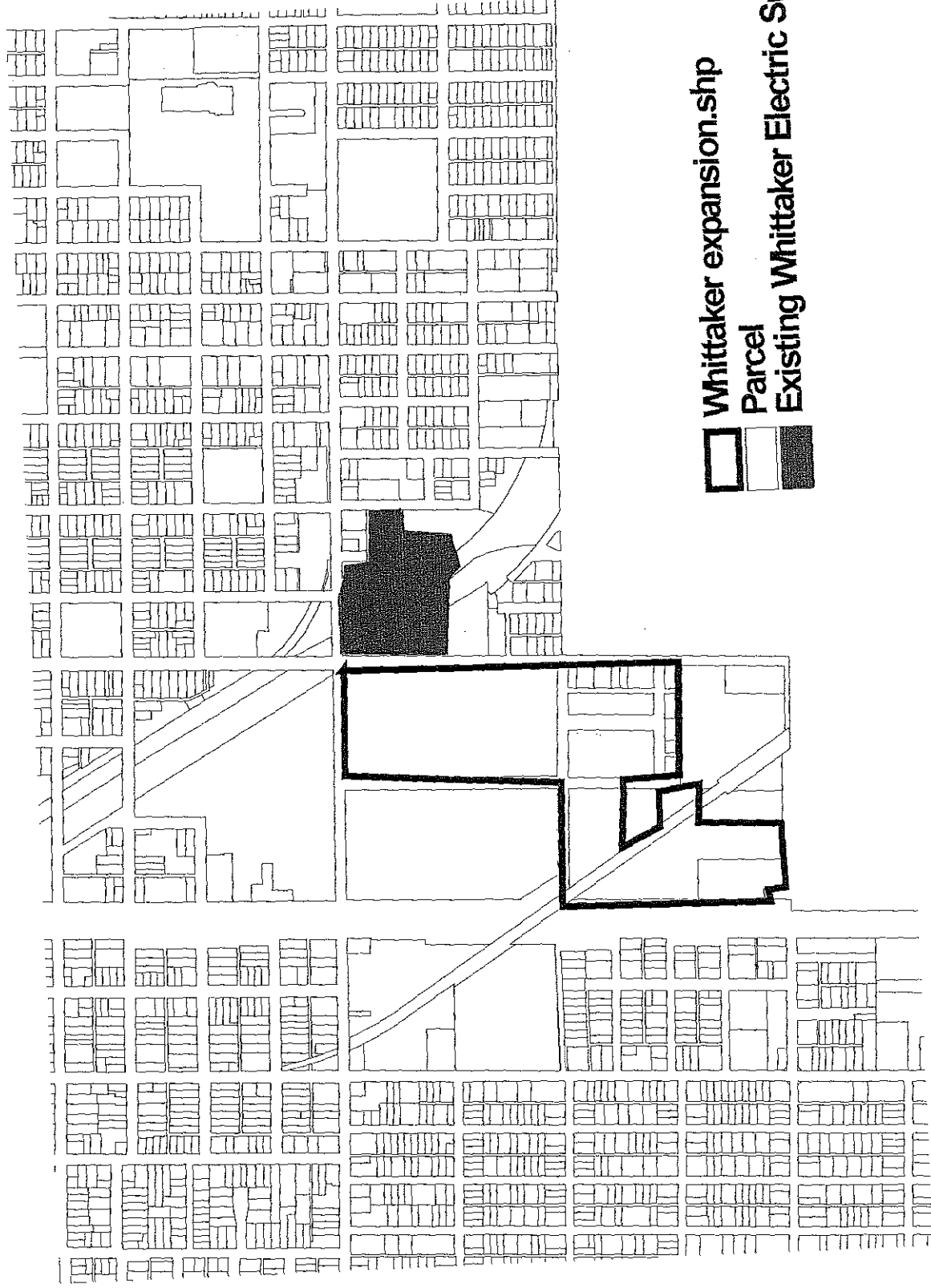
Proposed Shaw Walker Renaissance Zone



Existing Whittaker Electric Sub Zone
Existing Amazon Sub Zone
Shaw Walker
Parcel



Proposed Whittaker Electric Sub Zone Expansion



SITE MAP



MUSKEGON LAKE

MUSKEGON LAKE

24'-26' DEEP AT NOR. L.

420'

AT Normal WATER LEVELS

24'

930'

5' SL.

EXCEPTION

Storage and aggregate area

40K SF
X 2

WAREHOUSE
Building #2
UNHEAT.

WAREHOUSE
Building #3
70K SF - HEATED

704'

3RD ST.
PROPERTY

28'-30' DEEP

NORMAL WATER LEVEL

(24'-27' Now)

21'-23' DEEP

570'

18'-20' DEEP

8K SF
UNHEAT

WAREHOUSE
Building #1

12K SF
HEAT

ENG. ROOM

Cold
Storage
#1

10K SF
X 5

COLD STOR.
Building #2

24000 SF
X 2

LAUNCH

MART
ST
ENTRANCE

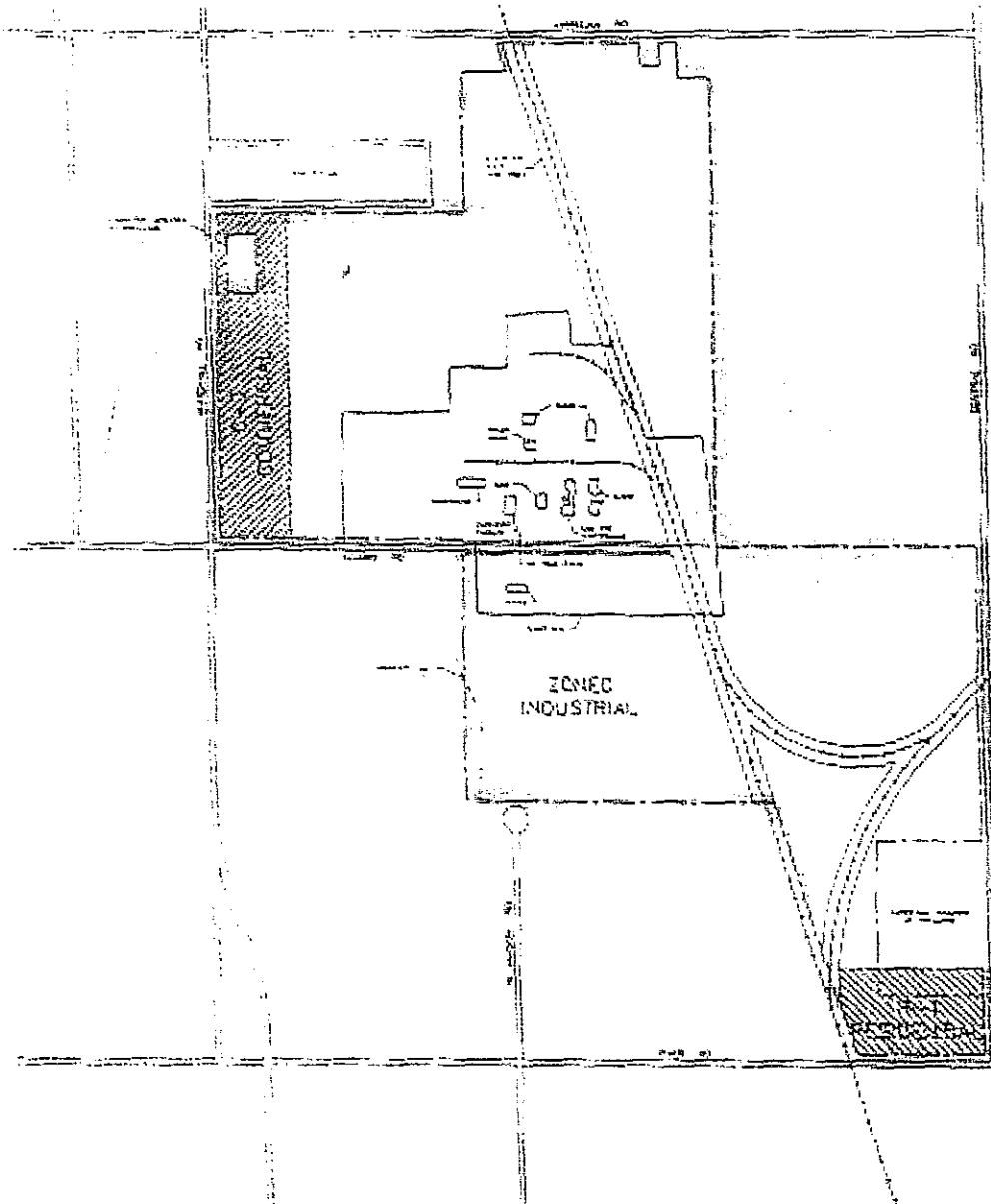
4TH
ST
ENTRANCE

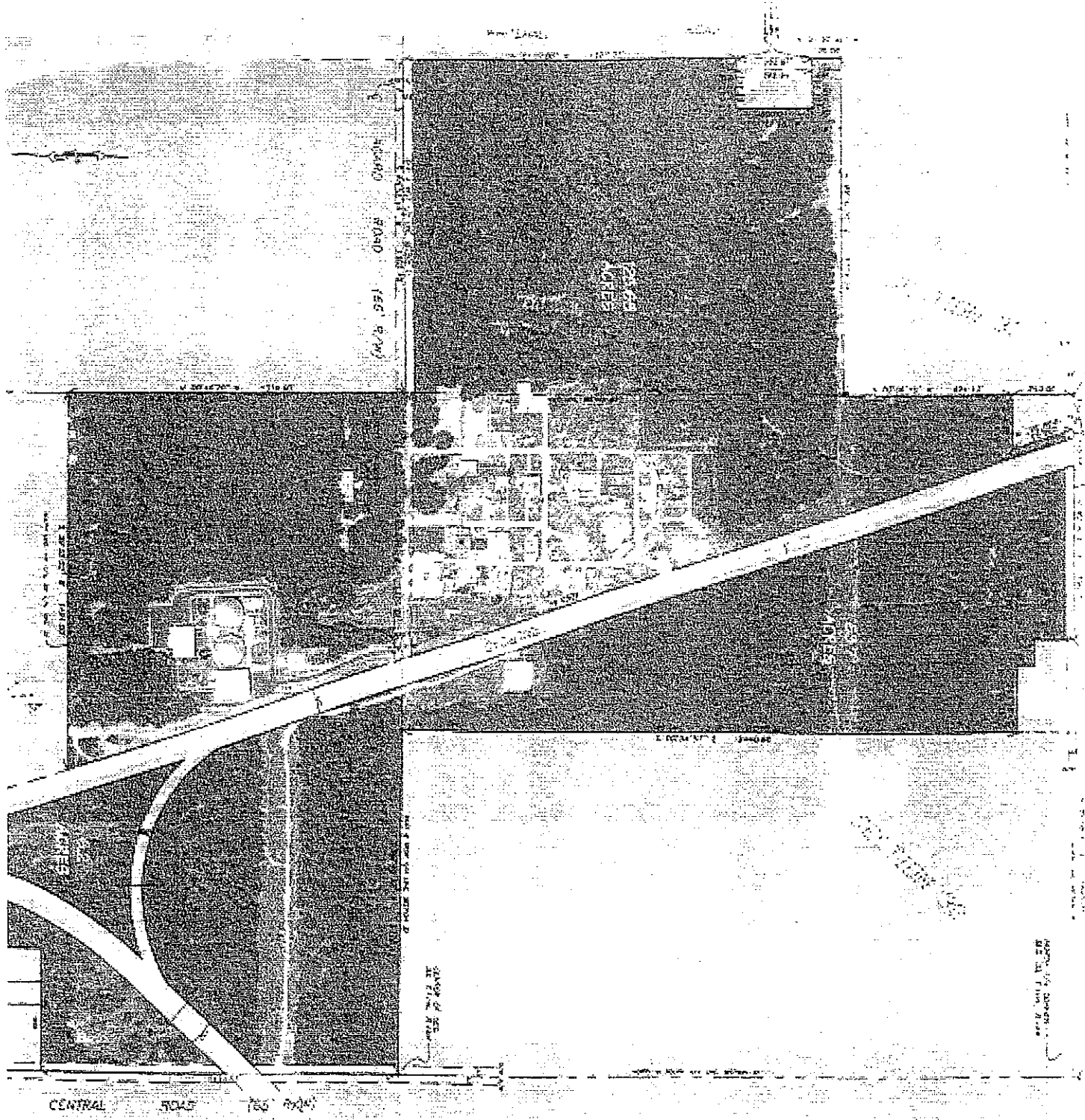
400'

Shoreline

Maps of Cordova Chemical Site

Figure 1





GIBBS
PLANNING
GROUP

17 September, 2002

Mr. Joel Fitzpatrick
Business Development Specialist
City of Muskegon
933 Terrace Street
P.O. Box 536
Muskegon, Michigan 49433-0536

RE: Muskegon Downtown Waterfront
Preliminary Market Analysis

Dear Mr. Fitzpatrick:

I am pleased to outline the preliminary findings of our market research for your downtown waterfront redevelopment study area. These findings are based upon: Interviews with local stakeholders, residents, city staff and business owners, a preliminary supply-demand analysis of existing retail, commercial and residential product conducted by Gibbs Planning Group, Inc.(GPG), and U.S. census data collection and inventory.

1. **Trade Area:** The greater Muskegon commercial market has a large trade area reaching north about 45 miles, and south about 30 miles. However, our study finds that the Muskegon waterfront and Mart Dock site are likely to have a more local primary trade area approximately equal to the City limits and a total trade area reaching up to 15 miles (see attached maps). Accounting for 50% of the total projected sales, the primary trade area has a population of 90,000 persons, and 35,000 households. Residents living in the primary trade area have a wide range of incomes, but the average per-person income of \$17,800 and a median household income of \$32,100 is significantly below the MSA and County. The entire potential trade area has about 153,600 residents and roughly 57,900 households, with a per capita income of \$19,000 and a median household income of \$37,600 (equal to the County incomes).

Although residents living in the trade area have modest incomes, when combined with Muskegon's existing office, visitor and tourist's dollars, there is an increased amount of potential purchasing power. The proposed Milwaukee-Muskegon Car Ferry and Navy Ship Museum would also contribute to higher commercial sales, stabilizing business operations.

2. **Residential Market:** Similar to much of the upper mid-west, the greater Muskegon housing market continues to build at a moderate but steady pace. Newer waterfront construction has attracted buyers from outside of the Muskegon area, including commuters to Grand Rapids. Housing and rental rates for older dwellings remains modest and below market value, while rates for new waterfront construction continue to keep pace with the market. The new Amazon loft apartments have indentified a pent-up demand for unique urban multifamily product.

To date, this study concludes that the waterfront study site can support up to 150-175 quality medium to high-density residential dwellings, if built as part of an exciting and successful mixed-use center. It is anticipated that these units would sell above new suburban market rates. These residential dwellings should offer:

- Direct waterfront or village views, have an “edgy” historical-edgy character (raw materials, high ceilings, large windows, exposed structure, commercial grade kitchens and baths, etc.).
- Be part of a well planned, walkable new-urban type of development, that includes: restaurants, grocery, and neighborhood services.
- Have easy and safe access to downtown Muskegon.
- Include a balance of rental and for sale dwellings.
- Be built of the highest construction and design.
- Offer a range of 1-3 bedrooms, garage parking and above market kitchens and baths.
- Include parks and reasonable access to boat docking facilities.
- Be removed from active industrial activities.

3. **Retail-Office:** This study concludes that the Muskegon waterfront study area can support up to 70,000 square feet of a mixed retail and restaurants that will service the surrounding neighborhoods, downtown visitor and office traffic, new Navy museum and ferry traffic, and any new waterfront residential construction.

Please find below a summary of GPG’s retail forecast to-date:

- **5,000 sq. ft. Neighborhood Service Retail:** personal care such as salons and barbers, convenience services like one-hour photo developing and drycleaners, plus carry out deli and sandwich shop.
- **7,000 sq. ft. of Specialty Apparel:** particularly family and women's apparel basics.

- **15,000 sq. ft. Grocery:** offering full-line groceries (including fresh produce, meat and dairy), a 2,000 sq. ft. pharmacy, health and beauty aids, liquor, etc. This could also be developed as a Public Market, offering year round 7-day quality food vendors (meat, poultry, fish, vegetables, cheeses and specialty foods).
- **8,000 sq. ft. Quality Restaurant:** offering a waterfront view and carrying a liquor license.
- **5,000 sq. ft. Sporting Goods:** offering fishing, camping, waterfront sporting goods and seasonal apparel.
- **15,000 sq. ft. Gifts & Specialty Retail:** offering cards, gifts, local specialty foods, crafts, jewelry and general merchandise / variety goods.
- **9,000 sq. ft. Services:** including financial services, travel, real estate, insurance, etc.
- **6,000 sq. ft. Small Business Support:** including computer and software supplies, general office supplies, printing and copying services, and books.

4. **Implementation:** Given that the study area can support the above new development, why has the private sector not developed the supportable new housing and commercial? Real estate development is one of the most risky methods of obtaining a market rate of return on an investment of capital. The western Michigan region has an abundant amount of inexpensive, improved land that can be developed with significantly less risk than the Mart Dock study site.

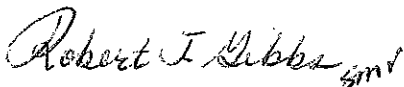
In addition, the recent closure of the Muskegon Mall, and the relative lack of comparison new development in the downtown area raises red flags for developers and lenders. The downtown Muskegon waterfront represents a typical Mid-western urban dilemma: A large private sector market demand, but no supply of suitable product or developer willing to take the risk.

It has been GPG's experience with similar urban locations that the perceived higher risk of building residential and commercial product in an urban vs. suburban location must be shared with the public sector. Unfortunately, the playing field is tilted towards relatively inexpensive suburban land, and the public sector is needed to level the risk. However, the risk and burden of urban development will be reduced with each successful phase and development. The public need not (and should not) carry the entire risk.

It is GPG's understanding that a Renaissance tax free zone is presently being considered for the Mart Dock site. Although GPG is not fully aware of the details of the Renaissance Zone proposal, it is our finding that some type of public-private risk sharing is essential for the private sector and lending institutions to begin the first phases of the above project.

Thank you again for your consideration and I look forward to presenting our final conclusions in the near future.

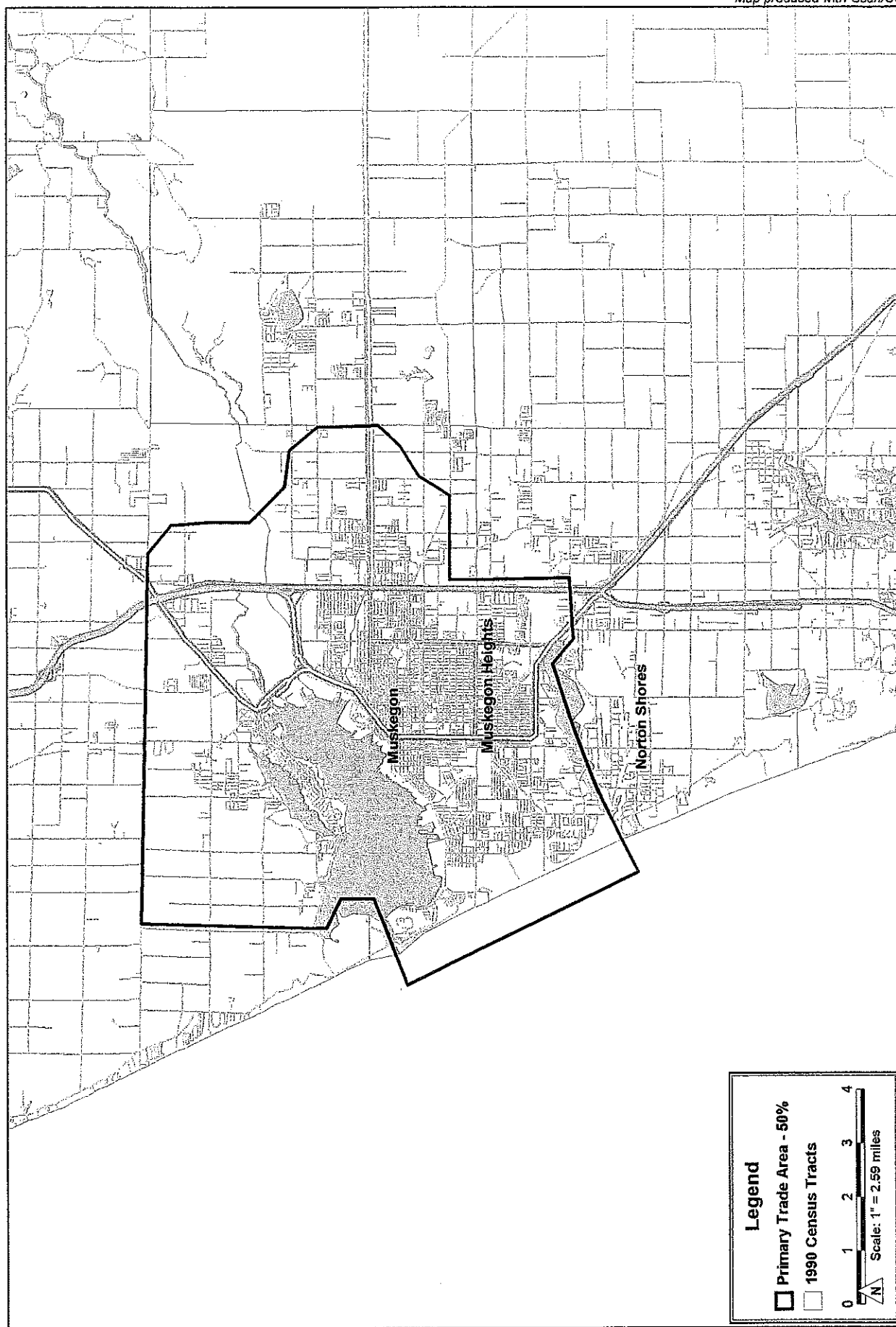
Sincerely,
GIBBS PLANNING GROUP, INC.

A handwritten signature in cursive script that reads "Robert J. Gibbs, ASLA". The signature is written in dark ink and is positioned above the printed name and title.

Robert J. Gibbs, ASLA
President
rgibbs@gibbsplanning.com

Muskegon PTA (50%)

Gibbs Planning Group, Inc.

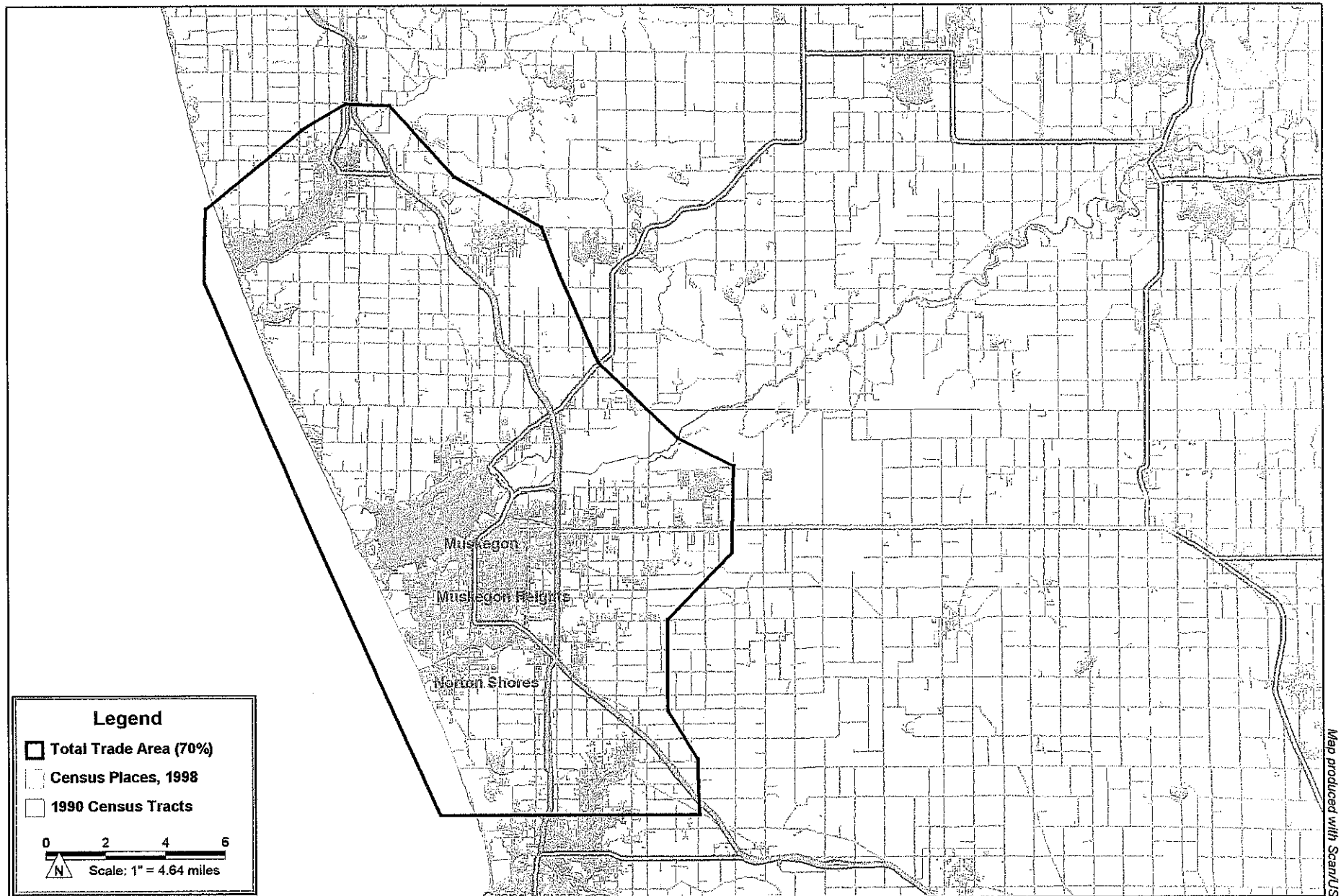


Map produced with Scan/US

09/16/02

Muskegon ETA (70%)

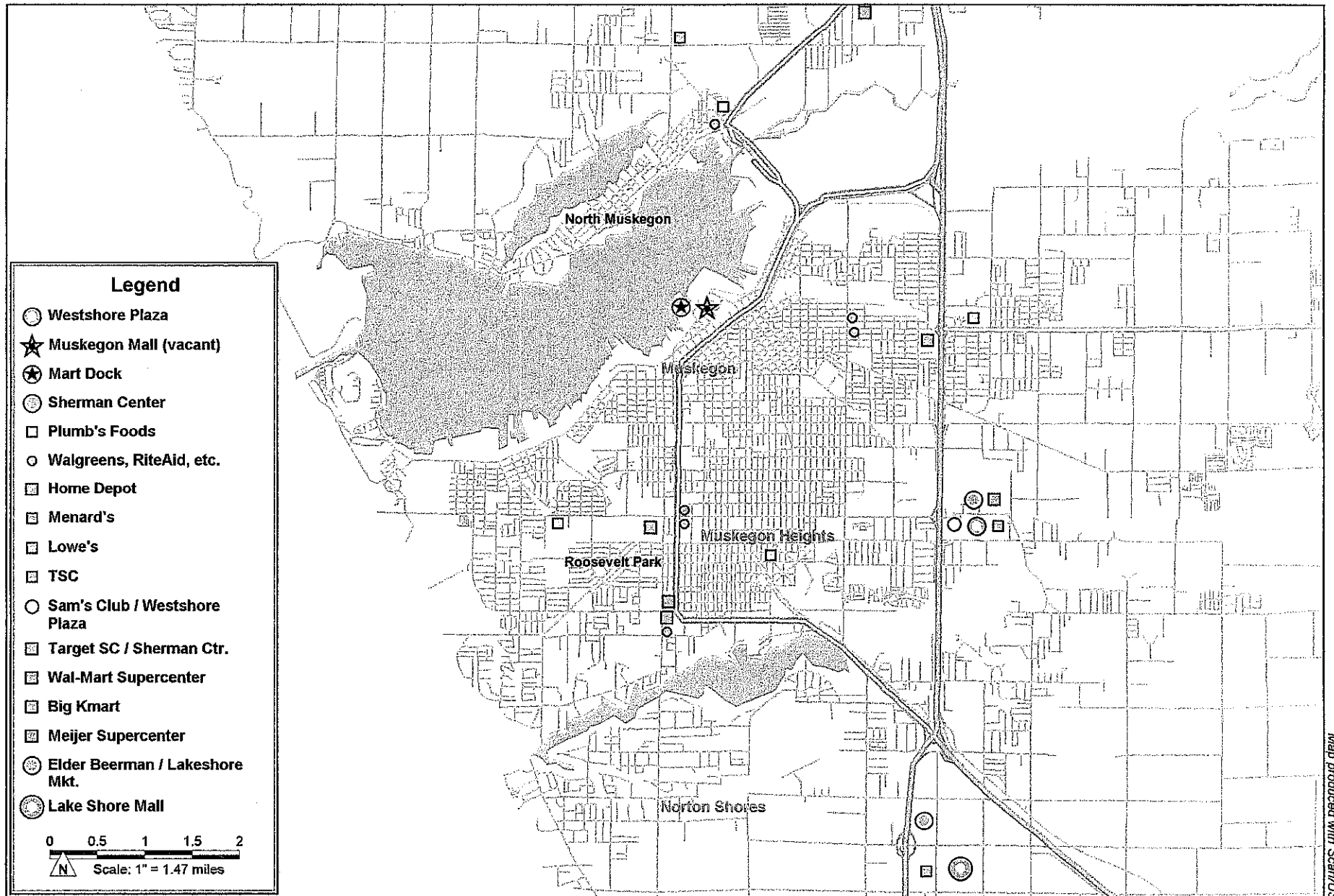
Gibbs Planning Group, Inc.



09/16/02

Muskegon, MI (Big-Box Retail)

Gibbs Planning Group, Inc.



09/16/02

Date: September 24, 2002
To: Honorable Mayor and City Commissioners
From: Planning & Economic Development
RE: Renaissance Zone

SUMMARY OF REQUEST: To consider the following items as a Renaissance Zone:

1. P. A. 425 Agreement with Dalton Township.
2. Cordova Site Development Agreement with the County.
3. Resolution Granting Renaissance Zone Status to the Cordova Chemical Site
4. Development Agreement with A.N.M. Real Estate.
5. Consent Assessment with A.N.M. Real Estate.
6. Renaissance Zone for Shaw Walker Building
7. Resolution Expanding the Whittaker Electric Renaissance Zone to include the Seaway Industrial Park and Associated Properties.
8. Development Agreement with West Michigan Dock and Market.
9. Consent Assessment Agreement with West Michigan Dock and Market.
10. Renaissance Zone for Mart Dock
11. Development Agreement with the Downtown Muskegon Development Corporation.
12. Consent Assessment Agreement with the Downtown Muskegon Development Corporation.
13. Development Agreement with the Archimedes Group-Medical Arts LLC.
14. Consent Assessment Agreement with the Archimedes Group-Medical Arts LLC.
15. Resolution Granting Renaissance Zone Status to the Muskegon Mall and Associated Properties.

Commission Meeting Date: September 24, 2002

Date: September 24, 2002
To: Honorable Mayor & City Commission
From: Planning & Economic Development Department
RE: P. A. 425 Agreement with Dalton Township

SUMMARY OF REQUEST: To approve the attached P. A. 425 agreement with Dalton Township. This agreement will transfer the former Cordova Chemical site, consisting of 210 acres, from Dalton Township to the City of Muskegon for a period of 50 years.

FINANCIAL IMPACT: Future income taxes will be shared between the City (60%) and Dalton Township (40%). Development costs will be the responsibility of the County. If the Township needs someone to perform services on their behalf, the City has the right of first refusal at cost plus 15%.

After the timeline for Renaissance Zone designation passes, the City will pay to Dalton Township an amount equal to their then current millage rate.

BUDGET ACTION REQUIRED: None at this time.

STAFF RECOMMENDATION: To approve the attached agreement with Dalton Township.

Note: Attached is an updated version of the 425 agreement with changes that were made at the request of Dalton Township. Dalton Township approved this version of the agreement on 9/23/02.

COMMITTEE RECOMMENDATION:



STATE OF MICHIGAN
TERRI LYNN LAND, SECRETARY OF STATE
DEPARTMENT OF STATE
LANSING

March 25, 2005

City of Muskegon
Gail Kunding
City Clerk
933 Terrace Street
Muskegon, MI 49443-0536



RE: Conditional Transfer of Property

Dear Ms. Kunding:

This letter serves to acknowledge the Office of the Great Seal's receipt on March 18, 2005 of the filing of the conditional transfer pursuant to Public Act 425 of 1984, as amended, from Dalton Township to the City of Muskegon. The receipt date is the effective date of this boundary change. This filing has been designated as Job Number 05-413.

All property descriptions for any boundary changes are reviewed by the Michigan Department of Transportation (MDOT), and then published annually in the Michigan Public and Local Acts manual. If any property description is found inaccurate by MDOT, this office will contact you at that time and request a corrected description, which will not impact the effective date of the boundary change.

For your information, the Office of the Great Seal has been realigned to report to the Legal Policy and Procedures Section of the Legal and Regulatory Services Administration.

*****No further acknowledgment will be sent*****

Sincerely,

Debbie Anchak, Analyst
Legal Policy and Procedures Section
517-335-2701

cc: Dalton Township Clerk
Muskegon County Clerk
Michigan Department of Labor and Economic Growth, State Boundary Commission
Michigan Department of Labor and Economic Growth, Liquor Control Commission
Michigan Department of Information Technology, Center for Geographic Information
Michigan Department of Treasury, Office of Revenue and Tax Analysis
Michigan Department of Transportation, Bureau of Transportation Planning
Office of the Great Seal Job Number: 05-413

Cities
Muskegon County

In the matter of the conditional transfer of certain property located in Dalton Township to the City of Muskegon. Conditionally transferred in accordance with the provisions of Public Act 425 of 1984, as amended the following described property:

Exhibit I

Legal Description of Property

PARCEL I.

The Southwest Quarter of the Northwest Quarter of Section 32, Town 11 North, Range 16 West.

EXCEPT

The C & O Railroad right of way and EXCEPT the rights of the public and any governmental unit in any part thereof taken, used or deeded for street, road or highway purposes.

PARCEL II.

The Southeast Quarter of the Northeast Quarter of Section 31, Town 11 North, Range 16 West.

EXCEPT

The rights of the public and of any governmental unit in any part thereof taken, used or deeded for street, road or highway purposes.

(CONTINUED ON NEXT PAGE)

(CONTINUED FROM PREVIOUS PAGE)

PARCEL III.

The East Half of the Northwest Quarter of the Southwest Quarter of Section 32, Town 11 North, Range 16 West.

EXCEPT

Commencing at the Northeast corner of the Northwest Quarter of the Southwest Quarter of Section 32, Town 11 North, Range 16 West; thence South along the East line of said Northwest Quarter of the Southwest Quarter 470 feet more or less to the East line of the C & O Railroad right of way, thence Northwesterly along the East line of the C & O Railroad right of way 495 feet more or less to a point 184 feet more or less West of the place of beginning; thence East along the North line of said Northwest Quarter of the Southwest Quarter 184 feet more or less to the place of beginning.

ALSO EXCEPT

The C & O Railroad right of way and EXCEPT the rights of the public and of any governmental unit in any part thereof taken, used or deeded for street, road or highway purposes.

PARCEL IV.

That part of the East Half of the Northwest Quarter of the Southwest Quarter of Section 32, Town 11 North, Range 16 West described as follows: Commencing at the Northeast corner of the Northwest Quarter of the Southwest Quarter of Section 32, Town 11 North, Range 16 West, thence South along the East line of said Northwest Quarter of the Southwest Quarter 470 feet more or less to the East line of the C & O Railroad right of way, thence Northwesterly along the East line of the C & O Railroad right of way 495 feet more or less to a point 184 feet more or less West of the place of beginning; thence East along the North line of said Northwest Quarter of the Southwest Quarter 184 feet more or less to the place of beginning.

EXCEPT

The rights of the public and of any governmental unit in any part thereof taken, used or deeded for street, road or highway purposes.

Record of proceedings filed in the Office of the Secretary of State March 18, 2005

Job Number 05-413

(CONTINUED FROM PREVIOUS PAGE)

PARCEL V.

All that part lying West of the C & O Railroad right of way of the Northwest Quarter of the Northwest Quarter of Section 32, Town 11 North, Range 16 West.

EXCEPT

Commence at the Northwest corner of Section 32, Town 11 North, Range 16 West, thence South 243 feet along the West line of Section 32, Town 11 North, Range 16 West, thence East to the West line of the C & O Railroad right of way, thence Northwesterly along the Westerly line of said Railroad right of way, to the North line of said Section 32, thence West to the point of beginning; also EXCEPT the rights of the public and of any governmental unit in any part thereof taken, used or deeded for street, road or highway purposes.

ALSO

The 33 foot road adjoining the aforesaid Railroad right of way running in a Northwesterly and Southeasterly direction.

PARCEL VI.

All that part lying East of the C & O Railroad right of way of the Northwest Quarter of the Northwest Quarter of Section 32, Town 11 North, Range 16 West.

EXCEPT

The East 166 feet of the North 233 feet of the Northwest Quarter of the Northwest Quarter of Section 32.

ALSO EXCEPT

That part described as follows: Commencing on the North line of the Northwest Quarter of the Northwest Quarter of Section 32, 965.5 feet East of the Northwest corner of said Section 32, thence East along the North line of said Section, 100 feet, thence South 0 degrees 22 minutes East 165 feet, thence West 100 feet, thence North 0 degrees 22 minutes West 165 feet to point of beginning; and EXCEPT the rights of the public and of any governmental unit in any part thereof taken, used or deeded for street, road or highway purposes.

Record of proceedings filed in the Office of the Secretary of State March 18, 2005

Job Number 05-413

(CONTINUED FROM PREVIOUS PAGE)

PARCEL VII.

Description I

The North 50 feet of the South 350 feet of the East 150 feet of the West 210 feet of the Northeast Quarter of the Northeast Quarter of Section 31, Town 11 North, Range 16 West.

AND

Description II

The South 408.3 feet of the Northeast Quarter of the Northeast Quarter of Section 31, Town 11 North Range 16 West.

EXCEPT

The South 350 feet of the East 150 feet of the West 210 feet thereof; and EXCEPT the rights of the public and of any governmental unit in any part thereof taken, used or deeded for street, road or highway purposes.

PARCEL VIII.

The Northeast Quarter of the Southwest Quarter of Section 32, Town 11 North, Range 16 West.

EXCEPT

The parcel commencing at the Southeast corner of the Northeast Quarter of the Southwest Quarter of Section, thence West to the Easterly right of way of the C & O Railroad Company, thence Northeasterly along the Easterly right of way of said Railroad, to the East line of said Northeast Quarter of the Southwest Quarter, thence South along the East line to the point of beginning; also EXCEPT the C & O Railroad right of way

PARCEL IX.

The West Half of the Northwest Quarter of the Southwest Quarter of Section 32, Town 11 North, Range 16 West.

EXCEPT

The rights of the public and of any governmental unit in any part thereof taken, used or deeded for street, road or highway purposes.

Record of proceedings filed in the Office of the Secretary of State March 18, 2005

Job Number 05-413

(CONTINUED FROM PREVIOUS PAGE)

PARCEL X.

Commence at the Southeast corner of the Northeast Quarter of the Southwest Quarter of Section 32, Town 11 North, Range 16 West, thence West to the Easterly right of way of the C & O Railroad Company, thence Northeasterly along the Easterly right of way of said Railroad, to the East line of said Northeast Quarter of the Southwest Quarter, thence South along the East line to point of beginning.

EXCEPT

The rights of the public and of any governmental unit in any part thereof taken, used or deeded for street, road or highway purposes.

PARCEL XI.

The South 5 acres of the Southeast Quarter of the Southwest Quarter of Section 32, Town 11 North, Range 16 West, lying East of the C & O Railroad Pentwater Line right of way.

EXCEPT

The rights of the public and of any governmental unit in any part thereof taken, used or deeded for street, road or highway purposes.

PARCEL XII.

That part of the Southeast Quarter of the Southwest Quarter lying Easterly of the C & O Railroad right of way, all in Section 32, Town 11 North, Range 16 West.

EXCEPT

The South 5 acres thereof.

ALSO EXCEPT

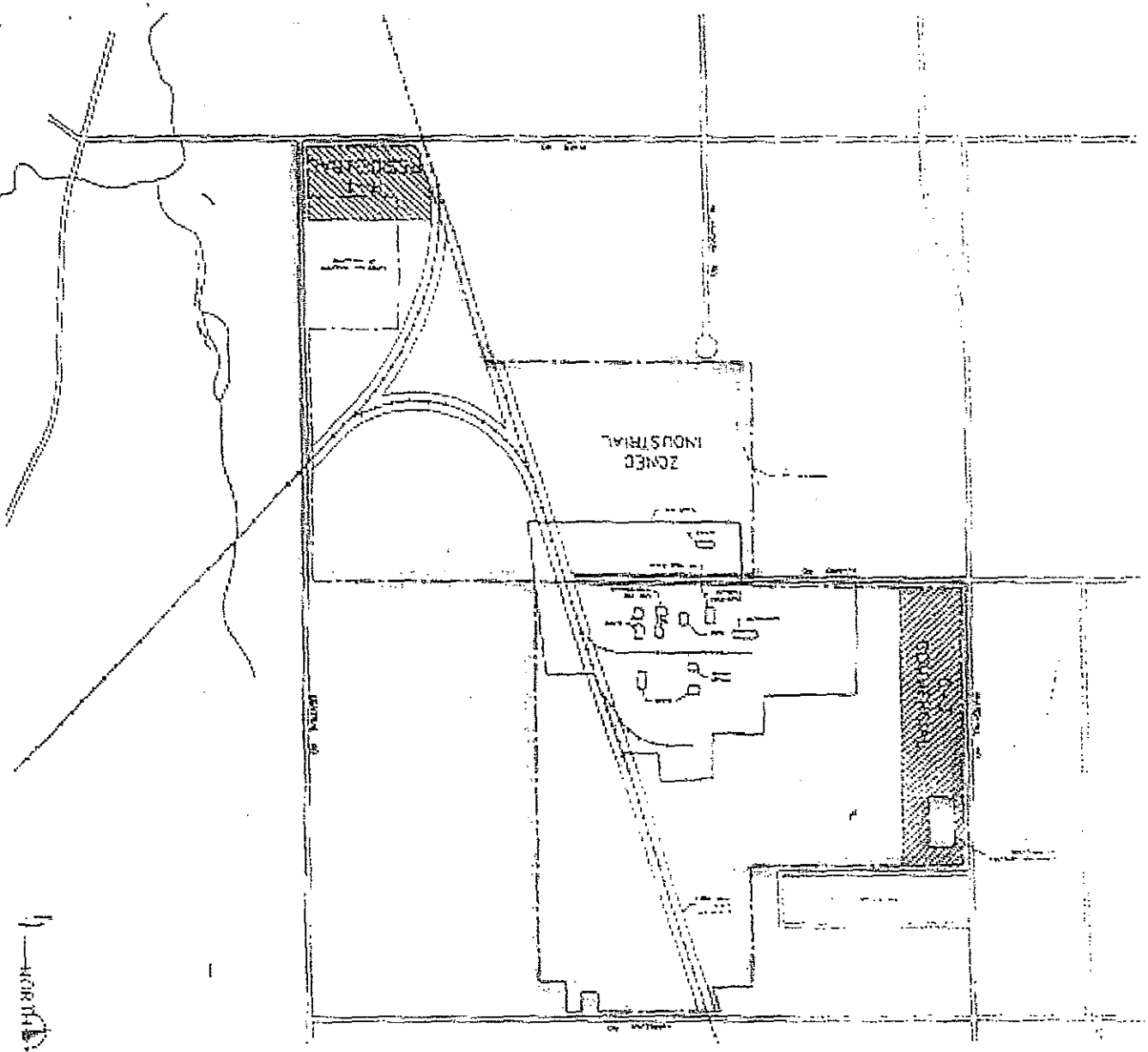
The North 790.5 feet of the South 1,209.5 feet of the East 469 feet thereof.

AND EXCEPT

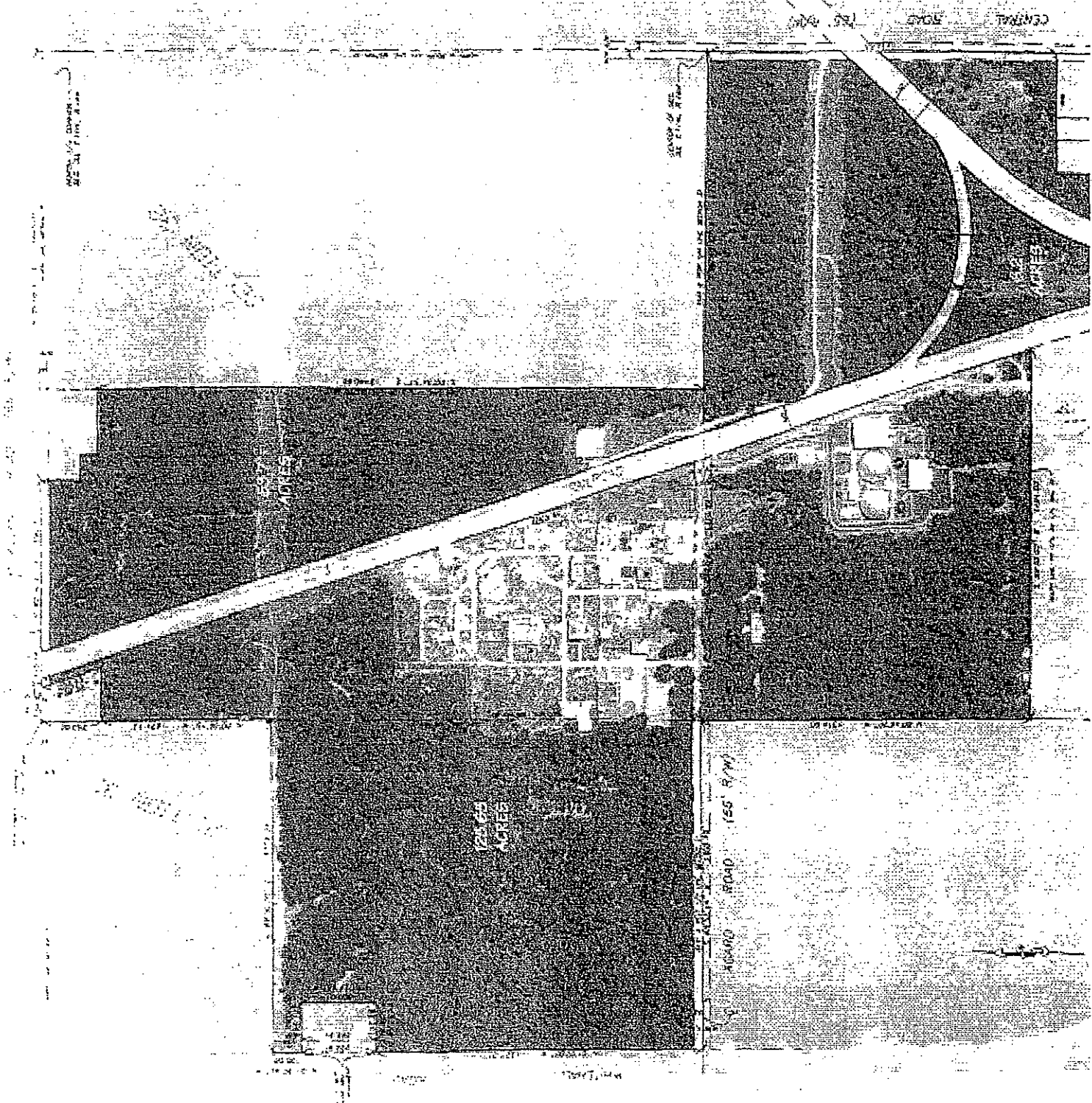
The rights of the public and of any governmental unit in any part thereof taken, used or deeded for street, road or highway purposes.

Record of proceedings filed in the Office of the Secretary of State March 18, 2005

Job Number 05-413



1 NORTH



CONTRACT FOR CONDITIONAL TRANSFER OF JURISDICTION

Township of Dalton

City of Muskegon

THIS CONTRACT, made this 24th day of September, 2002, between the TOWNSHIP OF DALTON, located at 1616 E. Riley Thompson Road ("Dalton") and the CITY OF MUSKEGON, 933 Terrace Street, Muskegon, Michigan ("City"), is entered into by the parties on the following terms:

Recitals:

A. An economic development project, as defined in Act 425 of the Public Acts of 1984 of the State of Michigan ("the Act") has been proposed to be installed and erected on certain property ("the Transferred Area"), located in Dalton Township and in the City of Muskegon and containing the corporate boundary between the parties.

B. The parties have considered in formulating this contract the following factors which they deem relevant to the economic development project and their decision to enter into this agreement:

(1) Composition of the population; population density; land area and land uses; assessed valuation; topography, natural boundaries, and drainage basins; and the past and probable future growth, including population increase and business, commercial and industrial development in the area to be transferred. Comparative data for the transferring local unit and the portion of the local unit remaining after transfer of the property shall be considered.

(2) The need for organized community services; the present cost and adequacy of governmental services in the area to be transferred; the probable future needs for services; the practicability of supplying such services in the area to be transferred; the probable effect of the proposed transfer and of alternative courses of action on the cost and adequacy of services in the area to be transferred and on the remaining portion of the local unit from which the area will be transferred; the probable change in taxes and tax rates in the area to be transferred in relation to the benefits expected to accrue from the transfer; and the financial ability of the local unit responsible for services in the area to provide and maintain those services.

(3) The general effect upon the local units of the proposed action; and the relationship of the proposed action to any established city, village, township, county, or regional land use plan.

C. The parties have determined that the economic development project qualifies under the Act as the type of project which is eligible for the conditional transfer contemplated by this Agreement.

THEREFORE, THE PARTIES AGREE:

1. **Transferred Area.** The Transferred Area which is the subject of this conditional transfer agreement is described as follows:

[legal description]

2. **Transfer Of Jurisdiction.** Dalton hereby transfers, and the City consents to the transfer of governmental jurisdiction from Dalton to the City of the transferred area for the term

of this contract. The said transfer of jurisdiction shall include the transfer of only those governmental powers provided as follows:

2.1 Economic Development. The City shall exercise its best efforts in economic development to assist development. In particular, City shall designate the Transferred Area as a Renaissance Zone.

2.2 Taxation. The Transferred Area shall be considered as being within the corporate limits and jurisdiction of the City for purposes of real property taxation, personal property taxation and local income taxes, except that, for purposes of calculating the county assessment administrative fee, the Transferred Area shall be considered part of Dalton Township.

2.3 Other Services. In all other respects, Dalton shall perform necessary municipal services. In particular, Dalton shall provide, if available, police, fire, water, sewer services, zoning and building enforcement and determination of real and personal property valuation.

3. Services. Except for the services contemplated by the reserved powers set forth above, Dalton shall provide all other public services to the Transferred Area in connection with its exercise of jurisdiction.

4. Term. The term of this agreement is for fifty (50) years. Upon expiration of the said term, jurisdiction over the transferred area shall revert to Dalton. Termination prior to the conclusion of the term shall occur only for cause as set forth below.

5. Approval of Contract. This contract shall become effective upon approval of the parties' legislative bodies under the conditions set forth herein. Each body shall hold a public hearing pursuant to Section 4 of the Act. In the event either legislative body adopts a resolution calling for a referendum on the transfer, pursuant to Section 5 of the Act, the other party may

immediately rescind its offer to enter into the contract by written notice. In the event petitions are filed under Section 5 for referendum, the parties shall each have the same right of rescission.

On the effective date of this contract, or immediately thereafter, the Clerk of each party shall file duplicate originals with the County Clerk of Muskegon County and the Michigan Secretary of State, and obtain certified copies for their records.

6. Sharing of Taxes and Revenues. In connection with the levying of taxes, regardless of the type of tax, the City shall pay to Dalton a payment in lieu of taxes as follows:

6.1. Real and Personal Property Tax. Prior to expiration of the Renaissance Zone status of the Transferred Area, , which is contemplated to be in 2014, Dalton shall undertake any real or personal property tax on the taxable value of all real and personal property within the Transferred Area. Upon expiration of the Renaissance Zone status of the Transferred Area, Dalton shall timely provide assessment data for the Transferred Area, City shall undertake property tax billing, and annually pay to Dalton the equivalent of Dalton's then-prevailing property tax millage on the taxable value of all real and personal property within the Transferred Area not to exceed the City's then-prevailing property tax millage.

6.2 Local Income Tax. City shall annually pay to Dalton Forty percent (40%) of the local income tax City receives, after reduction for any and all refunds and prior year adjustments, directly generated from individuals working at the Transferred Property and businesses located in the Transferred Property.

6.3 Revenue. Revenues from the water system, so long as Dalton continues to operate same, shall remain the property of Dalton. All other revenues of whatever nature, State shared revenues from taxation of any kind, fees, charges or other monies

shall inure to Dalton. If the method of taxing property in the Transferred Property or the State of Michigan is changed, the parties shall renegotiate the sharing of tax revenues in good faith.

7. City Commitments.

7.1 Renaissance Zone. City shall designate the Transferred Property as a Renaissance Zone.

7.2 The City shall make the payment in lieu of real and personal property taxes on or about July 1 for the Transferred Area after the end of the Renaissance Zone status, which is contemplated to be in 2014, pursuant to paragraph 6.1.

7.3 Special assessments shall inure to the City. Neither party shall special assess the property in any amount beyond that necessary to fund an improvement or the bonds or portion of bonds specifically sold for the improvement.

7.4 The City shall make the payment based upon the income tax pursuant to paragraph 6.2 on or about July 1 for the previous calendar year.

7.5 The City shall assist and cooperate with the Township to seek and secure available funding, from whatever source, to defray the cost associated with the improvement of roadways and fire protection required as a result of development within the Renaissance Zone.

8. Commitments by Dalton.

8.1 Zoning and Building Permit Assistance. Dalton agrees to provide City with the right of first refusal to provide zoning and building permit assistance at City's cost, as City determines, plus 15%. To the extent that Dalton elects to provide such services in-house, this right of first refusal does not apply.

8.2 Dalton agrees to provide to the City copies of all its records as to property taxation, planning and zoning and all other municipal matters which pertain to the transferred area.

8.3 Dalton certifies to the City that there are no employees affected by this contract, and no provision need be made for such persons.

9. **Termination.** Prior to the conclusion of the term of this agreement, termination may occur for failure of either party to perform as required by this contract. In the event either party determines to invoke its right to terminate the contract, it shall serve, by first class mail, a notice of intent to terminate, setting forth the reasons therefor. Upon receipt of the said notice, the other party shall have a period of one hundred eighty (180) days to cure any claimed violation of the agreement and thereby avoid termination. In the event of termination before the conclusion of the term of this agreement, the Transferred Area shall be returned to Dalton and its jurisdiction. In said event Dalton shall pay to the City the cost of all infrastructure installed and financed at City expense, and shall assume all liability for debt service on any indebtedness incurred by the City in connection with all installations, services and other amenities afforded to the Transferred Area. Performance by either party shall be excused in the event it is prevented by action of a court, tribunal or other body with jurisdiction.

10. **Liability.** The City shall assume all liabilities for municipal jurisdiction and operations in the transferred area relating to the local income tax. Dalton shall assume all liability for municipal jurisdiction in all other respects.

11. **Effective Date.** This contract shall be effective on the last date when it has been approved by both parties' legislative bodies without resolution to provide a referendum.

12. **Governing Law.** This agreement shall be construed and enforced in accordance with the laws of the State of Michigan applicable to contracts made and to be performed within the State of Michigan.

13. **No Third Party Beneficiary.** This agreement shall benefit only the parties to this agreement, and not any third party.

14. **Counterparts.** This agreement may be executed in one or more counterparts. Notwithstanding such execution all such counterparts shall constitute one and the same agreement.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

Signed in the presence of:

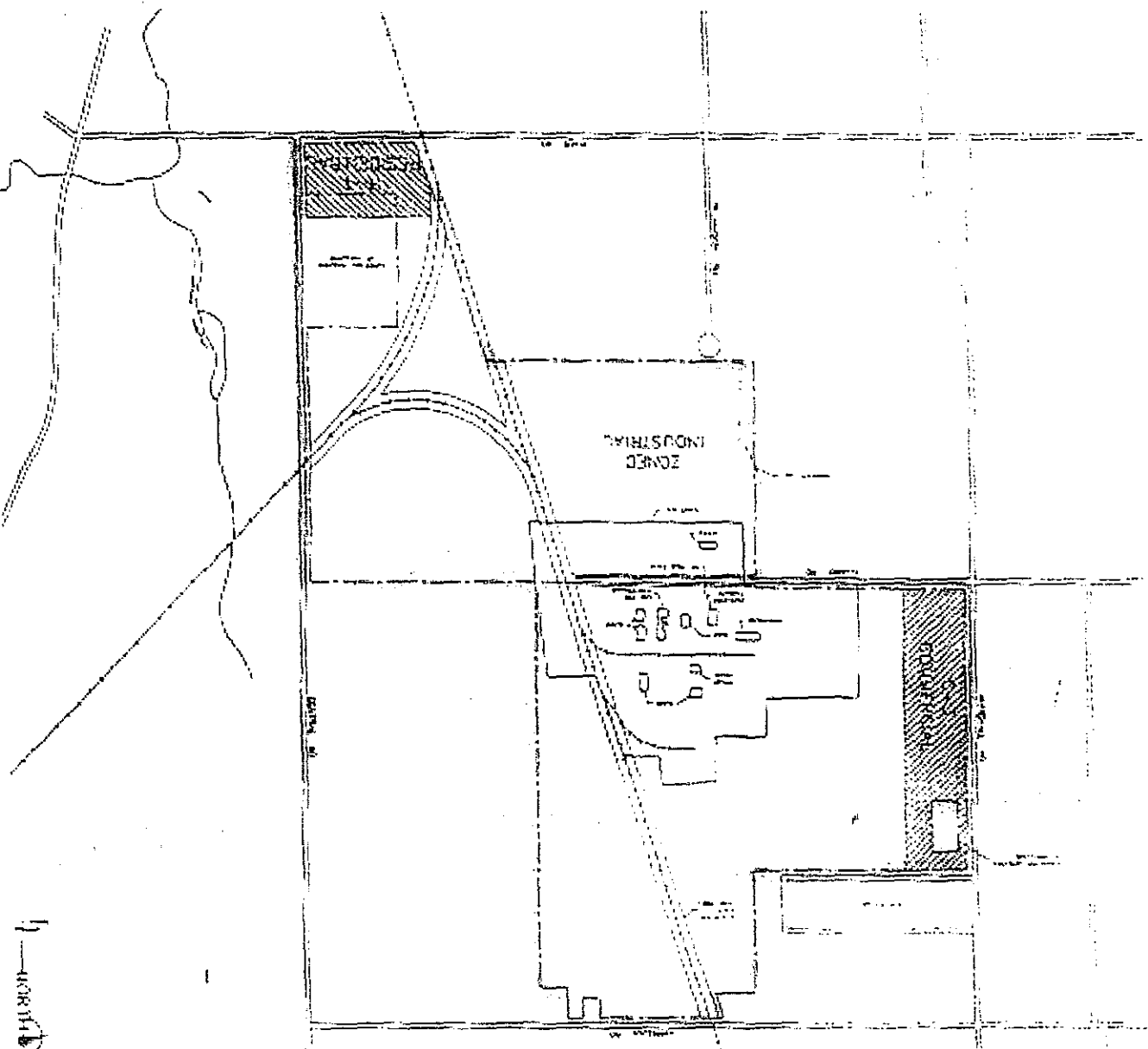
Linda Potter
Linda Potter
Margaret M. Platt
Margaret M. Platt

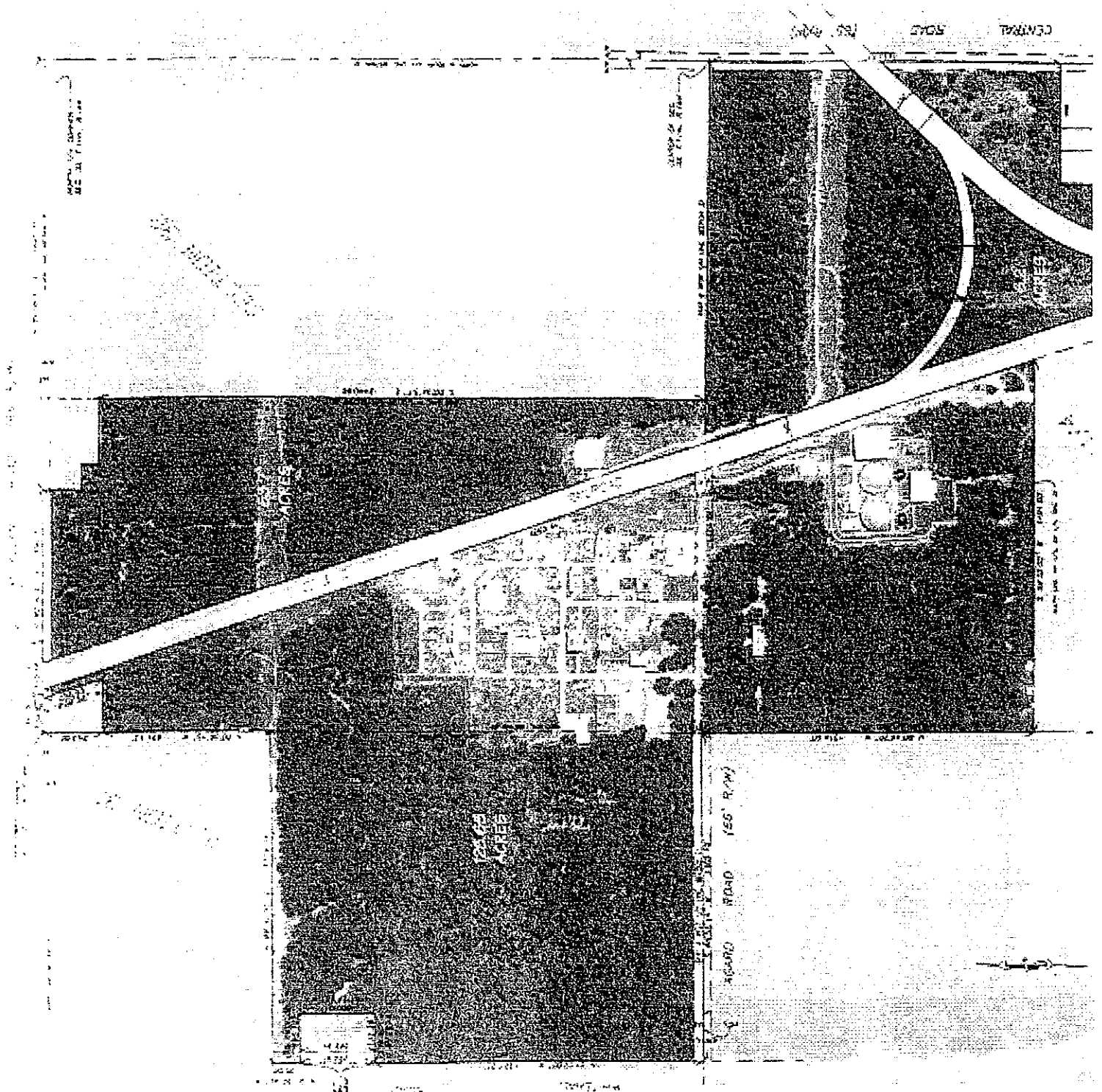
CITY OF MUSKEGON
By [Signature]
Stephen J. Warmington, Its Mayor
and Gail A. Kunderger
Gail A. Kunderger, Its Clerk

Rosemary Rineola
ROSEMARY RINEOLA
Stacy Russell
Stacy Russell

TOWNSHIP OF DALTON
By [Signature]
Scott J. Hladki, Supervisor
and Mary Ellen Sherwood
Mary Ellen Sherwood, Clerk

1 NORTH





Commission Meeting Date: September 24, 2002

Date: September 18, 2002
To: Honorable Mayor & City Commission
From: Planning & Economic Development Department
**RE: Cordova Site Development Agreement with
County**

SUMMARY OF REQUEST: To approve the attached Development Agreement with the County of Muskegon. in this agreement the County agrees to pursue development of the Cordova site "in good faith".

FINANCIAL IMPACT: None. City pledges one of it's remaining Renaissance Zones.

BUDGET ACTION REQUIRED: None at this time.

STAFF RECOMMENDATION: To approve the attached agreement with the County of Muskegon.

COMMITTEE RECOMMENDATION:

DEVELOPMENT AGREEMENT
CITY OF MUSKEGON RENAISSANCE ZONE

2002-108(c²)

THIS IS AN AGREEMENT between the CITY OF MUSKEGON, a municipal corporation, of 933 Terrace Street, Muskegon, Michigan 49441 ("City") and COUNTY OF MUSKEGON, of 990 Terrace Street, of Muskegon, Michigan 49441 ("County").

Recitals:

A. The City has received an application from the County and intends to consider the location in a Renaissance Zone by the County, and as a condition thereof this Agreement must be approved and executed by the County prior to the establishment and location of the business in the Renaissance Zone. Upon final approval of Renaissance Zone status for the property, the City will sign this Agreement and the Real Estate Purchase Agreement. The City deems this Agreement to constitute a necessary element in the City's determination regarding the location of County in the Renaissance Zone, and the City relies upon the undertakings of County in this Agreement to allow the Renaissance Zone status of the County.

B. The County intends to install the project set forth in its Application for Renaissance Zone location and approval. The County understands that the City relies upon the undertakings of the County in this Agreement to establish the County's status as a Renaissance Zone Company.

NOW THEREFORE THE PARTIES, INCORPORATING THE ABOVE RECITALS, AGREE:

1. **DOCUMENTS ATTACHED.** Included in this Agreement are the following documents which have been collected and relied upon by the parties:

- 1.1 The Application prepared and filed by County.
- 1.2 Copy of the Renaissance Zone Act, as amended to date.
- 1.3 City of Muskegon Development Agreement Policy for Expanding Existing or Establishing New Renaissance Sub-Zones.
- 1.4 Contract for Conditional Transfer of Jurisdiction between City and Township of Dalton.

2. **COUNTY AGREEMENT.** The County represents and affirms, by and through its Board of Commission, that it will use its best efforts, and propose in good faith to develop and market the "Property" accorded Renaissance Zone status for industrial and/or commercial development. Said property, formerly referred to as the "Cordova" site is more specifically depicted in Exhibit 1. Among the "best efforts" commitments being made by the County are:

2.1 Extension of both sewer and water service to property;

2.2 Pursue grant funding to assist in developing property and commitment to provide match-funding obligations subject to ultimate approval by the County Board of Commission; and

2.3 Applications of any tax captured revenues generated by the Renaissance Zone designation to property development to the extent under control of County.

2.4 In addition, County agrees to aggressively advocate for road improvements to subject property.

2.5 The County shall take all required precautions to avoid the release of any hazardous substance in violation of any environmental law on its premises, and shall report any releases to the appropriate authority in a timely and complete manner as required by law, providing copies of said documentation to the City. Subject to its rights to contest any proposed orders and actions, the County shall comply with all orders and actions of any governmental agency having authority.

2.6 County agrees that prior to the Renaissance Zone status expiring, the property shall be considered part of the Township of Dalton for the purpose of calculating the county assessment administrative fee.

3. AGREEMENT BY THE CITY.

The City agrees to the following commitments which it shall perform in a timely and reasonably acceptable manner:

3.1 Provided this Agreement has been executed by the County and further provided all applications concerning Renaissance Zone status have been properly filed by the County and the contract for conditional transfer of jurisdiction with the Township of Dalton is executed and no longer revocable, the City shall, in an expeditious and timely manner, proceed with the appropriate meetings or applications including as necessary the State of Michigan Renaissance Zone Review Board, and with all local review entities required by law, including the establishment of a Renaissance Zone designation for the property in question. The City may consider this Agreement in a meeting separate from and prior to the meeting or meetings in which the City or any entity considers the creation of the district or approval of the applicant for Renaissance Zone status.

3.2 Execution, simultaneously with the execution of this agreement, of the contract for conditional transfer of jurisdiction with the Township of Dalton.

4. EVENTS OF DEFAULT. The following actions or failures to comply shall be considered events of default by the County if not cured within thirty (30) days after receipt of written notice from the City of such act or failure to comply.

- 4.1 Failure to meet any of the commitments set forth above.
- 4.2 The failure to Construct the infrastructure buildings.
- 4.3 Failure to deliver to the City the documentation and reporting reasonably required.
- 4.4 The closing, or substantial closing, of manufacturing operations in this Renaissance Zone. Without limitation, closing includes removing operations to a location or locations outside the Renaissance Zone, abandonment of the buildings, or other actions which result in a substantial loss of jobs and production in the Zone.
- 4.5 Revocation or holding as invalid the contract for conditional transfer of jurisdiction with the Township of Dalton.
- 4.6 The violation of any material provisions, promises, commitments, considerations or covenants of this Agreement.
- 4.7 City Considerations for Determination in Matters of Default. The City shall not unreasonably take any action which may result in invocation of the remedies above. It shall take the following factors into consideration:

- 4.7.1 The economic conditions, if any, reasonably known to the City, which are found to be directly related to the default or circumstance causing the proposed action by the City.

- 4.7.2 The performance of the County in meeting the commitments and requirements of the Application, the submitted materials, and the provisions of the Certificate and this Agreement.

- 4.7.3 Whether the effect on the City's finances of the County's actions is material and substantial.

- 4.7.4 Whether the circumstance affecting the status of the County was created by occurrences beyond the control of the County or could reasonably have been avoided, and, in particular, whether the County could economically and feasibly continue to perform as required by this Agreement.

5. Governing Law. This Agreement shall be construed and enforced in accordance with the Laws of the State of Michigan applicable to contracts made and to be performed within the State of Michigan, and in particular the Renaissance Zone Act of the State, as amended.

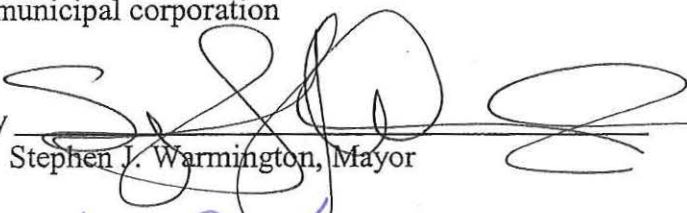
6. Counterparts. This Agreement may be executed in one or more counterparts. Notwithstanding such execution all such counterparts shall constitute one and the same Agreement.

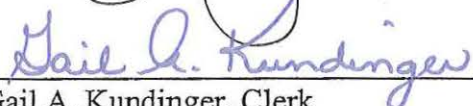
7. Benefit. This Agreement shall be binding upon and inure to the benefit of the respective parties, their successors and personal representatives. The County shall not assign this Agreement without the consent of City.

8. Effective Date. This Agreement shall be effective on the date the State of Michigan Administrative Board approves the amendment to the City of Muskegon/Muskegon Heights Renaissance Zone. In the event that (i) Renaissance Zone status is not granted by the State of Michigan Administrative Board by _____, 2002, or the Contract for Conditional Transfer of Jurisdiction between the City of Muskegon and the Township of Dalton is in force, then this Agreement shall automatically terminate and be null and void, with neither party having any further obligations to the other.

9. Invalidity. In the event any provision of this agreement is declared invalid by a court or tribunal having competent jurisdiction, the remainder of the agreement shall remain in full force and effect.

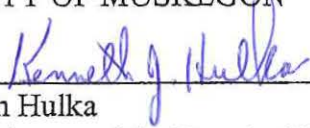
CITY OF MUSKEGON,
a municipal corporation

By 
Stephen J. Warmington, Mayor

and 
Gail A. Kunderinger, Clerk

Dated: October 3, 2002

COUNTY OF MUSKEGON

By 
Ken Hulka
Chairman of the Board of Commissioners

And 
Sue Doriot
County Clerk

Dated: _____, 2002

Commission Meeting Date: September 24, 2002

Date: September 18, 2002
To: Honorable Mayor & City Commission
From: Planning & Economic Development Department
RE: Resolution Granting Renaissance Zone status to the Cordova Chemical Site

SUMMARY OF REQUEST: To approve the attached resolution granting Renaissance Zone status to the Cordova Chemical Site.

FINANCIAL IMPACT: Future income taxes will be shared between the City (60%) and Dalton Township (40%). Development costs will be the responsibility of the County. If the Township needs someone to perform services on their behalf, the City has the right of first refusal at cost plus 15%.

After the timeline for Renaissance Zone designation passes, the City will pay to Dalton Township an amount equal to their then current millage rate.

There is no direct tax loss to the City because until now the site has not been located in the City.

BUDGET ACTION REQUIRED: None at this time.

STAFF RECOMMENDATION: To approve the attached resolution.

COMMITTEE RECOMMENDATION:

MUSKEGON CITY COMMISSION

**RESOLUTION APPROVING CREATION OF CORDOVA
RENAISSANCE ZONE**

WHEREAS, pursuant to Public Act 376 of 1996, as amended, existing Round II Renaissance Zones have been enabled to modify existing and create new sub-zones (up to 10); and

WHEREAS, the City of Muskegon is committed to the economic growth and well being of its residents; and

WHEREAS, the City of Muskegon is in agreement with the concepts of Renaissance Zones and desires to utilize such zones for the revitalization of certain areas within the City; and

WHEREAS, the City of Muskegon has adopted a policy governing the expansion of existing and the creation of new sub-zones; and

WHEREAS, the County of Muskegon has entered into a development agreement with the City of Muskegon governing the creation of the Cordova Renaissance Zone and Dalton Township has agreed to a conditional Land Transfer; and

WHEREAS, the City of Muskegon wishes to establish the boundaries of the Cordova Zone to include the property commonly known as the Cordova Chemical Company property as shown on Exhibit 1.

NOW THEREFORE BE IT RESOLVED, that the Muskegon City Commission hereby approves the creation of the Cordova Zone to include property commonly known as the Cordova Chemical Company site.

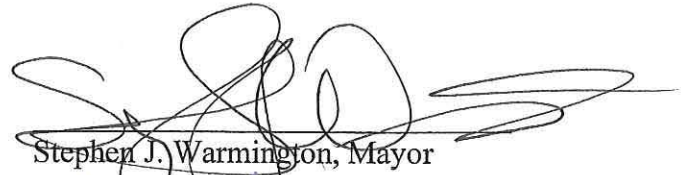
BE IT FURTHER RESOLVED, that the Muskegon City Commission, in accordance with P.A. 376 of 1996, as amended, consents to the exemption of all taxes levied against all property located within or persons residing within the Cordova property and is aware that there will be no property tax revenue forfeiture because the property is presently owned by the County of Muskegon.

2002-108(c³)

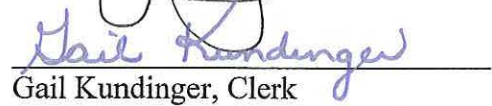
Adopted this 24th day of September, 2002.

AYES: Shepherd, Spataro, Warmington, Buie, Gawron, Larson, Schweifler
NAYS: None
ABSENT: None

BY:


Stephen J. Warmington, Mayor

ATTEST:


Gail Kunderinger, Clerk

I hereby certify that the foregoing constitutes a true and complete copy of a resolution adopted by the Muskegon City Commission, County of Muskegon, Michigan, at a regular meeting held on September 24, 2002.


Gail Kunderinger, Clerk

Exhibit I

Legal Description of Property

PARCEL I.

The Southwest Quarter of the Northwest Quarter of Section 32, Town 11 North, Range 16 West.

EXCEPT

The C & O Railroad right of way and EXCEPT the rights of the public and any governmental unit in any part thereof taken, used or deeded for street, road or highway purposes.

PARCEL II.

The Southeast Quarter of the Northeast Quarter of Section 31, Town 11 North, Range 16 West.

EXCEPT

The rights of the public and of any governmental unit in any part thereof taken, used or deeded for street, road or highway purposes.

PARCEL III.

The East Half of the Northwest Quarter of the Southwest Quarter of Section 32, Town 11 North, Range 16 West.

EXCEPT

Commencing at the Northeast corner of the Northwest Quarter of the Southwest Quarter of Section 32, Town 11 North, Range 16 West; thence South along the East line of said Northwest Quarter of the Southwest Quarter 470 feet more or less to the East line of the C & O Railroad right of way, thence Northwesterly along the East line of the C & O Railroad right of way 495 feet more or less to a point 184 feet more or less West of the place of beginning; thence East along the North line of said Northwest Quarter of the Southwest Quarter 184 feet more or less to the place of beginning.

ALSO EXCEPT

The C & O Railroad right of way and EXCEPT the rights of the public and of any governmental unit in any part thereof taken, used or deeded for street, road or highway purposes.

PARCEL IV.

That part of the East Half of the Northwest Quarter of the Southwest Quarter of Section 32, Town 11 North, Range 16 West described as follows: Commencing at the Northeast corner of the Northwest Quarter of the Southwest Quarter of Section 32, Town 11 North, Range 16 West, thence South along the East line of said Northwest Quarter of the Southwest Quarter 470 feet more or less to the East line of the C & O Railroad right of way, thence Northwesterly along the East line of the C & O Railroad right of way 495 feet more or less to a point 184 feet more or less West of the place of beginning; thence East along the North line of said Northwest Quarter of the Southwest Quarter 184 feet more or less to the place of beginning.

EXCEPT

The rights of the public and of any governmental unit in any part thereof taken, used or deeded for street, road or highway purposes.

PARCEL V.

All that part lying West of the C & O Railroad right of way of the Northwest Quarter of the Northwest Quarter of Section 32, Town 11 North, Range 16 West.

EXCEPT

Commence at the Northwest corner of Section 32, Town 11 North, Range 16 West, thence South 243 feet along the West line of Section 32, Town 11 North, Range 16 West, thence East to the West line of the C & O Railroad right of way, thence Northwesterly along the Westerly line of said Railroad right of way, to the North line of said Section 32, thence West to the point of beginning; also EXCEPT the rights of the public and of any governmental unit in any part thereof taken, used or deeded for street, road or highway purposes.

ALSO

The 33 foot road adjoining the aforesaid Railroad right of way running in a Northwesterly and Southeasterly direction.

PARCEL VI.

All that part lying East of the C & O Railroad right of way of the Northwest Quarter of the Northwest Quarter of Section 32, Town 11 North, Range 16 West.

EXCEPT

The East 166 feet of the North 233 feet of the Northwest Quarter of the Northwest Quarter of Section 32.

ALSO EXCEPT

That part described as follows: Commencing on the North line of the Northwest Quarter of the Northwest Quarter of Section 32, 965.5 feet East of the Northwest corner of said Section 32, thence East along the North line of said Section, 100 feet, thence South 0 degrees 22 minutes East 165 feet, thence West 100 feet, thence North 0 degrees 22 minutes West 165 feet to point of beginning; and EXCEPT the rights of the public and of any governmental unit in any part thereof taken, used or deeded for street, road or highway purposes.

PARCEL VII.

Description I

The North 50 feet of the South 350 feet of the East 150 feet of the West 210 feet of the Northeast Quarter of the Northeast Quarter of Section 31, Town 11 North, Range 16 West.

AND

Description II

The South 408.3 feet of the Northeast Quarter of the Northeast Quarter of Section 31, Town 11 North Range 16 West.

EXCEPT

The South 350 feet of the East 150 feet of the West 210 feet thereof; and EXCEPT the rights of the public and of any governmental unit in any part thereof taken, used or deeded for street, road or highway purposes.

PARCEL VIII.

The Northeast Quarter of the Southwest Quarter of Section 32, Town 11 North, Range 16 West.

EXCEPT

The parcel commencing at the Southeast corner of the Northeast Quarter of the Southwest Quarter of Section, thence West to the Easterly right of way of the C & O Railroad Company, thence Northeasterly along the Easterly right of way of said Railroad, to the East line of said Northeast Quarter of the Southwest Quarter, thence South along the East line to the point of beginning; also EXCEPT the C & O Railroad right of way

PARCEL IX.

The West Half of the Northwest Quarter of the Southwest Quarter of Section 32, Town 11 North, Range 16 West.

EXCEPT

The rights of the public and of any governmental unit in any part thereof taken, used or deeded for street, road or highway purposes.

PARCEL X.

Commence at the Southeast corner of the Northeast Quarter of the Southwest Quarter of Section 32, Town 11 North, Range 16 West, thence West to the Easterly right of way of the C & O Railroad Company, thence Northeasterly along the Easterly right of way of said Railroad, to the East line of said Northeast Quarter of the Southwest Quarter, thence South along the East line to point of beginning.

EXCEPT

The rights of the public and of any governmental unit in any part thereof taken, used or deeded for street, road or highway purposes.

PARCEL XI.

The South 5 acres of the Southeast Quarter of the Southwest Quarter of Section 32, Town 11 North, Range 16 West, lying East of the C & O Railroad Pentwater Line right of way.

EXCEPT

The rights of the public and of any governmental unit in any part thereof taken, used or deeded for street, road or highway purposes.

PARCEL XII.

That part of the Southeast Quarter of the Southwest Quarter lying Easterly of the C & O Railroad right of way, all in Section 32, Town 11 North, Range 16 West.

EXCEPT

The South 5 acres thereof.

ALSO EXCEPT

The North 790.5 feet of the South 1,209.5 feet of the East 469 feet thereof.

AND EXCEPT

The rights of the public and of any governmental unit in any part thereof taken, used or deeded for street, road or highway purposes.

Commission Meeting Date: September 24, 2002

Date: September 17, 2002
To: Honorable Mayor & City Commission
From: Planning & Economic Development Department *CBC*
RE: Development Agreement with A.N.M. Real Estate

SUMMARY OF REQUEST: To approve the attached Development Agreement with A.N.M. Real Estate.

FINANCIAL IMPACT: If A.N.M. Real Estate fails to redevelop the Shaw Walker building, it will pay a special assessment of \$30,000 per year to the City while the Renaissance Zone is in effect.

A.N.M. Real Estate will begin making annual payments of \$5,000 per year until such time as the portion of the building now occupied by the Knoll Group is redeveloped or demolished.

BUDGET ACTION REQUIRED: None at this time.

STAFF RECOMMENDATION: To approve the attached development agreement.

COMMITTEE RECOMMENDATION:

DEVELOPMENT AGREEMENT
CITY OF MUSKEGON RENAISSANCE ZONE

2002-108(c⁴)

THIS IS AN AGREEMENT between the CITY OF MUSKEGON, a municipal corporation, of 933 Terrace Street, Muskegon, Michigan 49441 ("City") and P & G Holdings, LLC, a ~~LIMITED LIABILITY~~ company of 4203 13th Avenue, Brooklyn, New York.

Recitals:

A. The City has received an application from the Company and intends to consider the location in a Renaissance Zone by the Company, and as a condition thereof this Agreement must be approved and executed by the Company prior to the establishment of the Renaissance Zone. Upon approval of Renaissance Zone status for the Property, the City will sign this Agreement. The City deems this Agreement to constitute a necessary element in the City's determination regarding the location of Company in the Renaissance Zone, and the City relies upon the undertakings of Company in the Agreement to allow and to continue the Renaissance Zone status of the Company.

B. The Company intends to install the projects set forth in its Application for Renaissance Zone location and approval. The Company understands that the City relies upon the undertakings of the Company in the Agreement to establish and to continue the Company's status as a Renaissance Zone Company.

NOW THEREFORE THAT PARTIES AGREE:

1. DOCUMENTS ATTACHED. Included in this Agreement are the following documents which have been collected and relied upon by the parties:
 - 1.1 The Application for Renaissance Zone Designation filed by P & G Holdings, LLC.
 - 1.2 Copy of the Renaissance Zone Act, as amended to date.
 - 1.3 City of Muskegon Development Agreement Policy for Expanding Existing or Establishing New Renaissance Sub-Zones.
 - 1.4 Exhibit containing Site/Building requirements for this project, applying Article VII of the Development Agreement Policy.
 - 1.5 Special assessment agreement.

2. COMPANY AGREEMENT. The Company agrees to the following commitments which it shall perform in a timely and reasonably acceptable manner.
- 2.1 The improvement, to comply with all construction codes, of the former, Shaw Walker building, 1321 Division Street, for said purposes. The first phase of redevelopment will consist of rehabilitation of portions of the Shaw Walker building to create market-rate housing units for rent or sale.
- 2.2 Private investment in the amount of at least \$3,000,000 within two years from the date of the property's designation of Renaissance Zone status by the State Of Michigan, pursuant to paragraph 2.7.
- 2.3 The performance of all other undertakings set forth in the application.
- 2.4 Assurance and completion of the payment of all real and personal property taxes due for all years prior to the creation of the Renaissance Zone on the properties.
- 2.5 Cooperation with City representatives to supply all requested and required documentation necessary to determine compliance with the undertakings set forth in this Agreement and its attachments.
- 2.6 The Company shall take all required precautions to avoid the release of any hazardous substance in violation of any environmental law on its premises, and shall report any releases to the appropriate authority in a timely and complete manner. Providing copies of said documents to the City. It shall comply with all orders and actions of any governmental agency having authority.
- 2.7 The Company shall improve the properties and improvements, in accordance with the Renaissance Zone proposal submitted by P & G Holdings, LLC. Exhibit attached covering Site/Building requirements. These requirements shall be in addition to any zoning or site plan

requirements of the Planning Commission or City Commission.

3. AGREEMENT BY THE CITY. Provided this Agreement has been executed and further provided all applications concerning Renaissance Zone status have been properly filed, the City shall, in a timely manner, proceed with the appropriate meetings or applications including as necessary the State of Michigan Renaissance Zone Review Board, and with all local review entities by law. The City may consider this agreement in a meeting separate from and prior to the meeting in which the City or any entity considers the creation of the district or approval of the applicant for Renaissance Zone status.
4. EVENTS OF DEFAULT. The following actions or failures to comply shall be considered events of default by the Company.
 - 4.1 Failure to meet any of the commitments set forth above.
 - 4.2 Failure to afford to the City the documentation and reporting required.
 - 4.3 The failure to expend the funds on equipment and improvements as represented in the attachments within the times required hereby.
 - 4.4 The bankruptcy or insolvency of the Company.
 - 4.5 The failure to pay any taxes other than those exempted by the Renaissance Zone Act, and the failure to pay any special assessments levied on the Company's property timely after levy or final appeal.
 - 4.6 The violation of any provisions, promises, commitments, considerations or covenants of this Agreement.
5. REMEDIES ON DEFAULT. In the event of any of the above defaults the City shall have the following remedies which it may invoke without notice, except as may be reasonably required by the Company's rights to due process. The amounts due by reason of the exercise of the remedies, shall be payable by a special assessment as outlined in the attached Special Assessment agreement.
 - 5.1 In the event of default and after investigation of the facts and a public hearing, the Company shall be immediately liable for

the amounts below, to be paid forthwith to the City, and the Renaissance Zone status of the Company shall be revoked or void, with the following consequences:

- 5.1.1 The Company shall begin making payments, as outlined in the attached Special Assessment agreement, to the City, the amount of \$30,000 per year. The assessment will not be charged during the first two years, pending substantial completion of the proposed project. If substantial progress has not been made within the first two years, the Company shall be liable for payment of the assessment for those two years plus future year's assessments.
- 5.1.2 The Company shall begin making special assessments in the amount of \$5,000 per year, as outlined in the attached Special Assessment agreement, until such time as the portion of the building currently occupied by the Knoll Group is redeveloped to another use or demolished as consistent with the Renaissance Zone application.
- 5.1.3 The Company shall pay to the State of Michigan all amounts of the corporate income tax which have been abated under the Renaissance Zone Act, if any.
- 5.1.4 The Company shall immediately pay to the City any corporate City income tax which have been abated under the Renaissance Zone Act, if any.
- 5.2 Failure to Install Improvements. In the event the improvements, renovations and the equipment have not been completed or installed by the time set forth in the attachments, the Special Assessment shall be paid to the City.
- 5.3 Failure to Expend the Funds Represented. Whether or not the installations have been completed, if the Company has not expended the funds it has represented on its application that it would invest, the Company shall pay the Special Assessment to the City.
- 5.4 Other Violations. For any material violations of this Agreement, the City reserves the right to seek declaration by

a court or entity with authority that the Special Assessment shall be paid to the City.

5.5 Special Assessment. For any amount to be paid to the City as a result of default by the Company, the Company consents that the City shall have a personal action against the Company and for the said amount, and in addition, cumulatively, and not by election, the City shall have a special assessment lien on all the property of the Company, personal and real, located in the City, for the collection of the amounts due as and in the manner of property taxes.

5.6 City Considerations for Determination in Matters of Default. The City shall not unreasonably take any action which may result in invocation of the remedies above. It shall take the following factors into consideration:

5.6.1 The economic conditions, if any, reasonably known to the City, which are found to be directly related to the default or circumstance causing the proposed action by the City.

5.6.2 The performance of the Company in meeting the commitments and requirements of the Application, the submitted materials, and the provisions of the Certificate and this Agreement.

5.6.3 Whether the effect on the City's finances of the Company's actions is material and substantial.

5.6.4 Whether the circumstances affecting the status of the company was created by occurrences beyond the control of the Company or could have been avoided, and, in particular, whether the Company could economically and feasibly continue to perform as required by this Agreement.

6. Governing Law. This Agreement shall be construed and enforced in accordance with the laws of the State of Michigan applicable to contracts made and to be performed within the State of Michigan, and in particular the Renaissance Zone Act of the State, as amended.

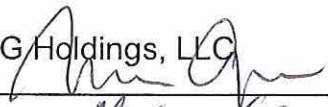
7. Counterparts. This Agreement may be executed in one or more counterparts. Notwithstanding such execution all such counterparts shall constitute one and the same Agreement.
8. Benefits. This Agreement shall be binding upon and inure to the benefit of the respective parties, their successors assigns and personal representatives.
9. Effective Date. This Agreement shall be effective on the date the State of Michigan grants the Renaissance Zone designation.
10. Invalidity. In the event any provision of this agreement is declared invalid by a court or tribunal having competent jurisdiction, the remainder of the agreement shall remain in full force and effect.

CITY OF MUSKEGON,
a municipal corporation

By 
Stephen Warmington, Mayor

and 
Gail A. Kunding, Clerk

Dated: October 3, 2002

P & G Holdings, LLC
By 
Its Moses Gross, Member

and _____
Its _____

Dated: _____, 2002

Commission Meeting Date: September 24, 2002

Date: September 24, 2002
To: Honorable Mayor & City Commission
From: Planning & Economic Development Department
RE: Consent Assessment with P and G Holdings LLC
(A.N.M. Real Estate)

SUMMARY OF REQUEST: To approve the attached Consent Special Assessment related to the Development Agreement with P and G Holdings LLC.

FINANCIAL IMPACT: If P and G Holdings, LLC fails to redevelop the Shaw Walker building, it will pay a special assessment of \$30,000 per year to the City while the Renaissance Zone is in effect.

P and G Holdings, LLC will begin making annual payments of \$5,000 per year until such time as the portion of the building now occupied by the Knoll Group is redeveloped or demolished.

BUDGET ACTION REQUIRED: None at this time.

STAFF RECOMMENDATION: To approve the attached consent assessment. ***Note: Attached is the revised copy of the Consent Assessment agreement with P and G Holdings. The only items that have changed is the name of the company, from A.N.M. Real Estate to P and G Holdings, LLC. A.N.M. Real Estate is the parent company and P and G Holdings is the LLC which owns the Shaw Walker building.***

COMMITTEE RECOMMENDATION:

CITY OF MUSKEGON

SPECIAL ASSESSMENT ROLL

2002-108(c⁵)

P & G Holdings, Special Assessment District No. 1

The undersigned, pursuant to the direction of the City Commission, and based upon the request and consent of P & G Holdings, LLC, hereby levies a special assessment on the property described in Schedule "A" attached hereto, commonly referred to as the Shaw Walker building. The following properties are hereby assessed for the said costs:

OWNER	PROPERTY NO.	ASSESSMENT
P and G Holdings	24-205-467-0001-00	\$420,000

Installment Payments. The annual principal installments shall be paid over a period of twelve (12) years. Each said annual payment shall be made on or before February 15. If P & G Holdings, LLC has fully complied with its obligations pursuant to the Development Agreement for Renaissance Zone status between it and the City, executed on or about September 19, 2002, this special assessment and the consent thereto is void. The payments scheduled for February 15, 2003 and 2004 as in accordance with Schedule B, Column A, are waived pending P & G Holdings, LLC's compliance with the terms of the Development Agreement. In the event P & G Holdings, LLC is in default under the terms of that agreement, the required special assessment shall be due and payable, as in accordance with Schedule B, Column A, including amounts temporarily waived in 2003 and 2004 pending compliance with the Agreement.

The amounts in Schedule B, Column B are due until such time as the portion currently occupied by the Knoll Group are redeveloped or demolished, in accordance with the Development Agreement. Upon substantial completion of redevelopment, future assessments as outlined in Schedule B, Column B are waived.

Acceleration. In the event any annual installment is not timely paid, the entire balance of the assessment, plus interest to accrue at 5% per annum, shall become immediately due and payable. This provision shall apply to the annual installment of the original and unpaid assessment.

Deposit and Investment of Assessment Payments. Assessment payments received shall be held and used by the City in such funds as may be required by the Renaissance Zone Act.

Certification

The above special assessment roll was confirmed on September 24, 2002, at a regular meeting held at the City Hall. 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.

Date: September 24, 2002

CITY OF MUSKEGON

By Gail A. Kunderinger
Gail A. Kunderinger, Its Clerk

Endorsement and Warrant

The above special assessment roll was confirmed on September 24, 2002, and is hereby endorsed. Warrant is hereby issued to the City Treasurer to collect same in accordance with its terms.

Date: September 24, 2002

CITY OF MUSKEGON

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

Consent to Special Assessment

The Special Assessment approved by the City Commission for the City of Muskegon is being done based upon the request of P & G Holdings, LLC, owner of all property described in Schedule A.

By Moses Gross
Its MEMBER

SCHEDULE "A"

Property Description

ATTACHMENT A

CITY OF MUSKEGON
REVISED PLAT 1903
BLK 468 AND PART OF BLK 467
VAC ALLEY IN BLK 468
PART OF FORMER C & O RAILROAD
R/W IN BLK 467 & 468 AND VAC HUDSON ST
BET BLK 467 AND 468
AND ALL BEING DESC AS
BEG AT THE SW COR OF SAID BLK 468
TH N 00D 19M 25S W 351.64 FT ALONG E
R/W LINE OF FRANKLIN ST
TH N 89D 58M 00S E 278.5 FT ALONG THE S R/W LINE
OF WESTERN AVE
TH S 82D 42M 42S E 284.66 FT ALONG SAID R/W LINE
TH S 07D 28M 33S W 75.55 FT ALONG THE WLY LINE
AND EXTENSION THEREOF OF A 5 STORY BRICK BLDG
TH S 82D 30M 04S E 112.12 FT ALONG SAID BLDG LINE
AND THE EXTENSION THEREOF
TH S 09D 23M 07S W 9.68 FT ALONG SAID BLDG LINE
TH S 83D 24M 04S E 13.72 FT ALONG SAID BLDG LINE
TH N 00D 30M 04S E 8.71 FT
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TH S 88D 38M 32S E 12.93 FT ALONG SAID BLDG LINE
TH S 02D 11M 01S W 21.28 FT ALONG SAID BLDG LINE
TH N 87D 48M 59S W 28.01 FT ALONG SAID BLDG LINE
TH S 02D 23M 08S W 85.09 FT ALONG THE E SIDE OF
A 4 IN WALL
TH N 87D 51M 37S W 111.67 FT ALONG THE SLY SIDE
OF SAID 5 STORY BLDG LINE
TH S 02D 11M 01S W 7.87 FT
TH S 89D 48M 11S W 549.04 FT ALONG THE N LINE OF
MICHIGAN AVE TO TH POB
CONTAINING 217056 SF (4.983 AC)

ATTACHMENT B

CITY OF MUSKEGON

REVISED PLAT 1903

PART OF BLKS 467 AND 468 AND ENTIRE BLK 474

TOGETHER WITH PART OF THE C & O RR R/W IN SAID BLK 467

VAC MICHIGAN AVE BET SAID BLKS 467 AND 474

THE 2 VAC ALLEYS IN SAID BLK 474

DESC AS

BEG ON THE N R/W LINE OF MICHIGAN AVE AT A POINT BEING N 89D 48M 11S E 549.04 FT FROM
THE SW COR OF SAID BLK 468

TH N 02D 11M 01S E 7.87 FT

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TH N 00D 20M 35S W 414.17 FT ALONG THE E R/W LINE OF HUDSON ST

TH S89D 48M 11S W 1.29 FT ALONG THE S R/W LINE OF MICHIGAN AVE TO POB

CONTAINING 304,686 SF (6.995 AC)

ATTACHMENT C

CITY OF MUSKEGON

THAT PART OF BLKS 466 & 475, VAC MICHIGAN AVE AND VAC CLAY AVE COM AT THE SW COR OF SD
BLK 475 FOR POB

TH N ALG THE E LINE OF DIVISION ST 337.47 FT

TH N 89 DEG 40 MIN 00 SEC E 427.35 FT TO W LINE OF HENRY ST

TH S 05 DEG 18 MIN 10 SEC W ALG SD W LINE 144.97 FT TO THE NE COR OF SD BLK 475

TH S 00 DEG 28 MIN 45 SEC W ALG SD W LINE 194.75 FT TO SE COR OF SD BLK 475

TH S 89 DEG 52 MIN 30 SEC W ALG S LINE OF SD BLK 412.33 FT TO POB

SCHEDULE "B"

	Total Assessment	Column A	Column B
February 15, 2003	\$35,000	\$30,000(waived)	\$5,000
February 15, 2004	\$35,000	\$30,000(waived)	\$5,000
February 15, 2005	\$35,000	\$30,000	\$5,000
February 15, 2006	\$35,000	\$30,000	\$5,000
February 15, 2007	\$35,000	\$30,000	\$5,000
February 15, 2008	\$35,000	\$30,000	\$5,000
February 15, 2009	\$35,000	\$30,000	\$5,000
February 15, 2010	\$35,000	\$30,000	\$5,000
February 15, 2011	\$35,000	\$30,000	\$5,000
February 15, 2012	\$35,000	\$30,000	\$5,000
February 15, 2013	\$35,000	\$30,000	\$5,000
February 15, 2014	\$35,000	\$30,000	\$5,000

CITY OF MUSKEGON
Resolution No. 2002-108(c5)

Resolution Confirming Special Assessment Roll for
P & G Holdings, LLC

The City Commission of the City of Muskegon hereby RESOLVES:

Having met on September 24, 2002, at 5:30 p.m. at the City Commission Chambers and no affected property owner having protested, and the City Commission having reviewed the request of P & G Holdings, LLC, the property owners of all affected property, and the City Commission having reviewed the special assessment roll;

NOW, THEREFORE, THE CITY COMMISSION RESOLVES:

That the special assessment roll presented for consideration by the Commission is hereby adopted and confirmed.

The special assessment is hereby levied and the Mayor is directed by this resolution to provide his warrant to the Assessor and to the City Treasurer for further proceeding.

This resolution adopted.

Ayes Warmington, Buie, Gawron, Larson, Schweifler, Shepherd, Spataro
Nays None

CITY OF MUSKEGON

By Gail A. Kunderger
Gail A. Kunderger, Its Clerk

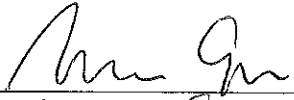
CERTIFICATE

This resolution was adopted at a meeting of the City Commission, held on September 24, 2002. 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.

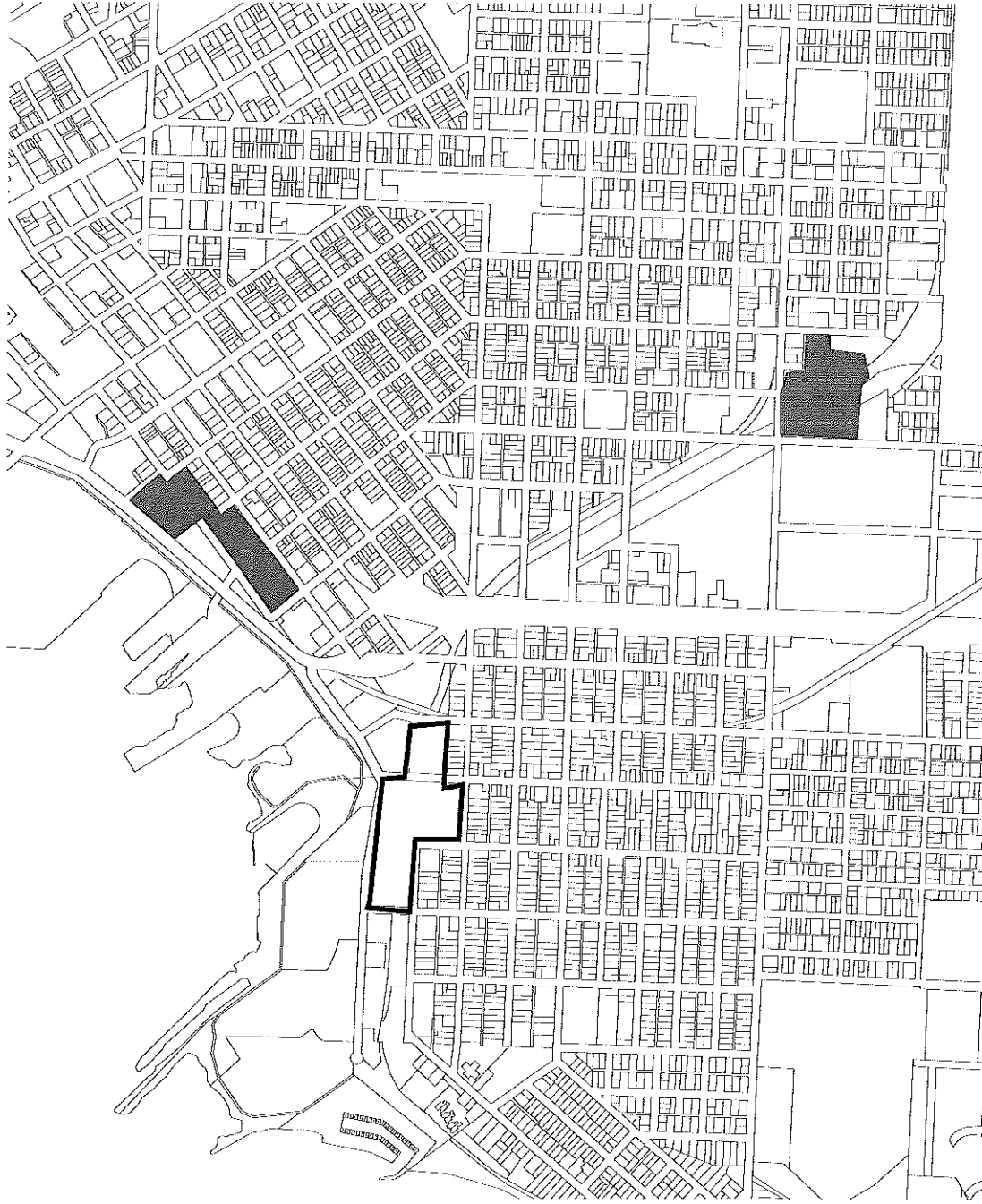
Gail A. Kunderger
Gail A. Kunderger, Clerk

REQUEST FOR AMENDMENT TO SPECIAL ASSESSMENT ROLL

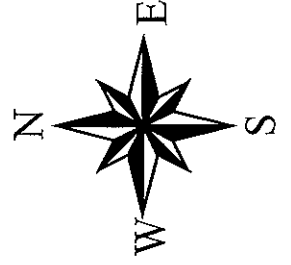
NOW COMES P & G Holdings, LLC, the owner of Shaw Walker Complex, and requests that the Special Assessment Roll dated September ____, 2002 (attached as Schedule "B"), be adopted and instruct and authorize the City Treasurer with the advice of the City Assessor to allocate the assessment.

By 
MOSES GROSS
Its Member

Proposed Shaw Walker Renaissance Zone



- Existing Whittaker Electric Sub Zone
- Existing Amazon Sub Zone
- Shaw Walker
- Parcel



Commission Meeting Date: September 24, 2002

Date: September 18, 2002
To: Honorable Mayor & City Commission
From: Planning & Economic Development Department
RE: Renaissance Zone for Shaw Walker Building

SUMMARY OF REQUEST: To approve the attached resolution granting Renaissance Zone status to the Shaw Walker Building.

FINANCIAL IMPACT: General Fund tax loss of approximately \$21,000 per year. However, the site is also in the DDA and is a "black hole" which costs the DDA \$68,000 per year.

BUDGET ACTION REQUIRED: None at this time.

STAFF RECOMMENDATION: To approve the attached resolution.

COMMITTEE RECOMMENDATION:

MUSKEGON CITY COMMISSION

**RESOLUTION APPROVING CREATION OF THE SHAW WALKER
RENAISSANCE ZONE**

WHEREAS, pursuant to Public Act 376 of 1996, as amended, existing Round II Renaissance Zones have been enabled to modify existing and create new sub-zones (up to 10); and

WHEREAS, the City of Muskegon is committed to the economic growth and well being of its residents; and

WHEREAS, the City of Muskegon is in agreement with the concepts of Renaissance Zones and desires to utilize such zones for the revitalization of certain areas within the City; and

WHEREAS, the City of Muskegon has adopted a policy governing the expansion of existing and the creation of new sub-zones; and

WHEREAS, A.N.M. Real Estate has entered into a development agreement with the City of Muskegon governing the creation of the Shaw Walker Renaissance Zone; and

WHEREAS, the City of Muskegon wishes to establish the boundaries of the Shaw Walker Zone to include the property commonly known as the Shaw Walker property described on Attachments A, B, and C/.

NOW THEREFORE BE IT RESOLVED, that the Muskegon City Commission hereby approves the creation of the Shaw Walker Zone to include property commonly known as the Shaw Walker Property.

BE IT FURTHER RESOLVED, that the Muskegon City Commission, in accordance with P.A. 376 of 1996, as amended, consents to the exemption of all taxes levied against all property located within or persons residing within the Shaw Walker property and is aware that the following estimated property tax revenue forfeiture will result by placing said property in a Renaissance Zone during the first full year of operation.

- | | | |
|----|-----------------------------|----------|
| 1) | City of Muskegon: | \$ 7,145 |
| 2) | Muskegon County: | \$ 4,672 |
| 3) | Muskegon Community College: | \$ 1,574 |
| 4) | Muskegon Area ISD: | \$ 1,973 |
| 5) | Muskegon Public Schools: | \$12,744 |

6) State School Aid Millage: \$ 4,248

7) Total of All Jurisdictions: \$32,356

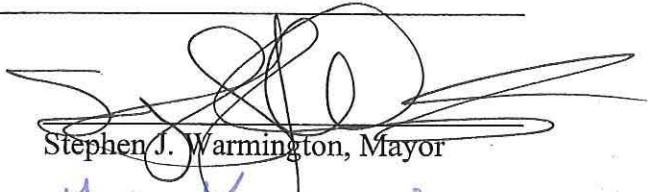
Adopted this 24th day of September, 2002.

AYES: Warmington, Buie, Gawron, Larson, Schweifler, Shepherd, Spataro

NAYS: None

ABESENT: None

BY:


Stephen J. Warmington, Mayor

ATTEST:


Gail Kunderger, Clerk

I hereby certify that the foregoing constitutes a true and complete copy of a resolution adopted by the Muskegon City Commission, County of Muskegon, Michigan, at a regular meeting held on September 24, 2002.


Gail Kunderger, Clerk

ATTACHMENT A

CITY OF MUSKEGON
 REVISED PLAT 1903
 BLK 468 AND PART OF BLK 467
 VAC ALLEY IN BLK 468
 PART OF FORMER C & O RAILROAD
 R/W IN BLK 467 & 468 AND VAC HUDSON ST
 BET BLK 467 AND 468
 AND ALL BEING DESC AS
 BEG AT THE SW COR OF SAID BLK 468
 TH N 00D 19M 25S W 351.64 FT ALONG E
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 CONTAINING 217056 SF (4.983 AC)

ATTACHMENT B

CITY OF MUSKEGON

REVISED PLAT 1903

PART OF BLKS 467 AND 468 AND ENTIRE BLK 474

TOGETHER WITH PART OF THE C & O RR R/W IN SAID BLK 467

VAC MICHIGAN AVE BET SAID BLKS 467 AND 474

THE 2 VAC ALLEYS IN SAID BLK 474

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BEG ON THE N R/W LINE OF MICHIGAN AVE AT A POINT BEING N 89D 48M 11S E 549.04 FT FROM THE SW COR OF SAID BLK 468

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CONTAINING 304,686 SF (6.995 AC)

ATTACHMENT C

CITY OF MUSKEGON

THAT PART OF BLKS 466 & 475, VAC MICHIGAN AVE AND VAC CLAY AVE COM AT THE SW COR OF SD
BLK 475 FOR POB

TH N ALG THE E LINE OF DIVISION ST 337.47 FT

TH N 89 DEG 40 MIN 00 SEC E 427.35 FT TO W LINE OF HENRY ST

TH S 05 DEG 18 MIN 10 SEC W ALG SD W LINE 144.97 FT TO THE NE COR OF SD BLK 475

TH S 00 DEG 28 MIN 45 SEC W ALG SD W LINE 194.75 FT TO SE COR OF SD BLK 475

TH S 89 DEG 52 MIN 30 SEC W ALG S LINE OF SD BLK 412.33 FT TO POB

Commission Meeting Date: September 24, 2002

Date: September 16, 2002
To: Honorable Mayor & City Commission
From: Planning & Economic Development Department *CBC*
RE: Resolution Expanding the Whittaker Electric Renaissance Zone to include the Seaway Industrial Park and associated properties.

SUMMARY OF REQUEST: To approve the attached resolution granting Renaissance Zone status to the Seaway Industrial Park and associated properties.

FINANCIAL IMPACT: Approximate tax loss of *\$800* associated with Ernie's Car Lot.

BUDGET ACTION REQUIRED: None at this time.

STAFF RECOMMENDATION: To approve the attached resolution.

COMMITTEE RECOMMENDATION:

MUSKEGON CITY COMMISSION

**RESOLUTION APPROVING EXPANSION OF WHITTAKER ELECTRIC
RENAISSANCE ZONE**

WHEREAS, pursuant to Public Act 376 of 1996, as amended, existing Round II Renaissance Zones have been enabled to modify existing and create new sub-zones (up to 10); and

WHEREAS, the City of Muskegon is committed to the economic growth and well being of its residents; and

WHEREAS, the City of Muskegon is in agreement with the concepts of Renaissance Zones and desires to utilize such zones for the revitalization of certain areas within the City; and

WHEREAS, the City of Muskegon has adopted a policy governing the expansion of existing and the creation of new sub-zones; and

WHEREAS, the City of Muskegon desires to expand the Whittaker Electric Renaissance Zone; and

WHEREAS, the City of Muskegon wishes to amend the boundaries of the Whittaker Electric Sub-Zone to include the property commonly known as the Seaway Industrial Park (including Ernie's Car Lot) and described on Exhibit A.

NOW THEREFORE BE IT RESOLVED, that the Muskegon City Commission hereby approves the amendment of the Whittaker Electric Zone to include property commonly known as the Seaway Industrial Park (including Ernie's Car Lot).

BE IT FURTHER RESOLVED, that the Muskegon City Commission, in accordance with P.A. 376 of 1996, as amended, consents to the exemption of all taxes levied against all property located within or persons residing within the Seaway Industrial Park (including Ernie's Car Lot) property and is aware that the following estimated property tax revenue forfeiture will result by placing said property in a Renaissance Zone during the first full year of operation.

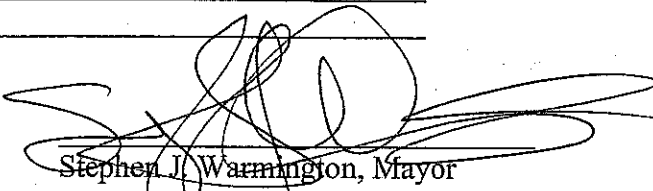
1)	City of Muskegon:	\$ 795.38
2)	Muskegon County:	\$ 540.43
3)	Muskegon Community College:	\$ 176.00
4)	Muskegon Area ISD:	\$ 220.26
5)	Muskegon Public Schools:	\$1,977.79

- 6) State School Aid Millage: \$ 475.00
7) Total of All Jurisdictions: \$4,184.86

Adopted this 24th day of September, 2002.

AYES: Buie, Gawron, Larson, Schweifler, Shepherd, Spataro, Warmington
NAYS: None
ABSENT: None

BY:


Stephen J. Warmington, Mayor

ATTEST:


Gail Kunding, Clerk

I hereby certify that the foregoing constitutes a true and complete copy of a resolution adopted by the Muskegon City Commission, County of Muskegon, Michigan, at a regular meeting held on September 24, 2002.

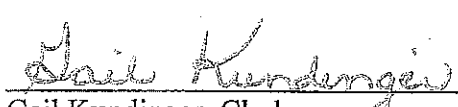

Gail Kunding, Clerk

EXHIBIT "A"

Lot 1, Block 1, Young & Williams Addition, as recorded in Liber 3 of Plats, Page 39, Muskegon County Records;

Lots 2 and 3, Block 1, Young and Williams Addition, as recorded in Liber 3 of Plats, Page 39, Muskegon County Records;

Lots 4 and 5, Block 1, Young and Williams Addition to the City of Muskegon Heights, as recorded in Liber 3 of Plats, Page 39, Muskegon County Records;

Lot 6 Block 1, Young and Williams Addition City of Muskegon;

Lot 7, Block 1, Young & Williams Addition to Muskegon Heights, as recorded in Liber 3 of Plats, Page 39, Muskegon County Records;

Lot 10, Block 1, Map of Young and Williams Addition to Muskegon Heights, as recorded in Liber 3 of Plats, Page 39, Muskegon County Records;

Lot 11, Block 1, Young & Williams Addition, as recorded in Liber 3 of Plats, Page 39, Muskegon County Records;

Lots 12 and 13, Block 1, Young and Williams Addition to Muskegon Heights, as recorded in Liber 3 of Plats, Page 39, Muskegon County Records;

Lot 14, Block 1, Young and Williams Addition, as recorded in Liber 3 of Plats, Page 39, Muskegon County Records;

Lots 5 and 6, Block 2 of Young and Williams Addition, as recorded in Liber 3 of Plats, Page 39, Muskegon County Records;

Lot 9, Block 2, Young and Williams Addition to the City of Muskegon, as recorded in Liber 3 of Plats, Page 39, Muskegon County Records;

The West 1/2 of Lots 1 and 2, Block 3, Young and Williams Addition, as recorded in Liber 3 of Plats, Page 39; Muskegon County Records;

The East 84 feet of Lots 3 and 4 of Block 3, Young and Williams Addition, as recorded in Liber 3 of Plats, Page 39 Muskegon County Records;

The West 41 feet of Lots 3 and 4, Block 3, Young and Williams Addition, as recorded in Liber 3 of Plats, Page 39, Muskegon County Records;

The Westerly 55 feet of vacated Waalkes Street lying between Blocks 3 and 4 of young and Williams Addition, as recorded in Liber 3 of Plats on Page 39, Muskegon County Records;

The East 1/2 of Lots 1 and 2, Block 3, Young and Williams Addition, as recorded in Liber 3 of Plats on Page 39, Muskegon County Records;

Lots 1 and 2 of Block 4, Young and Williams Addition to the City of Muskegon, as recorded in Liber 3 of Plats, Page 39, Muskegon County Records;

The East 65 feet of Lots 3 and 4, Block 4, Young and Williams Addition, as recorded in Liber 3 of Plats on Page 39, Muskegon County Records;

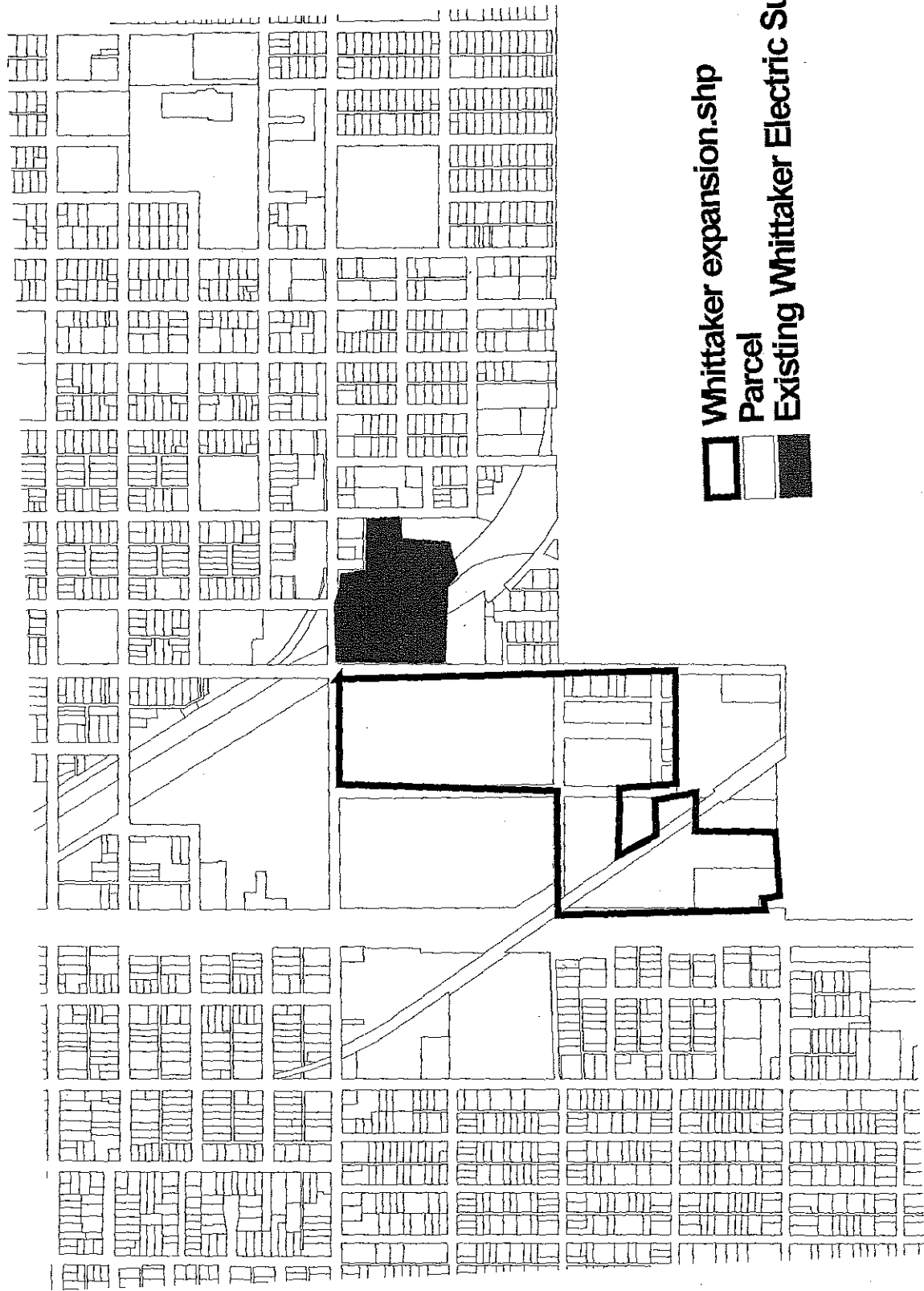
That part of the Southeast 1/4 of the Northwest fractional 1/4 of Section 31, Town 10 North, Range 16 West, described as follows: Commencing at the Southwest corner of Young & Williams Addition to the City of Muskegon Heights, as recorded in Liber 3 of Plats, Page 39, in Muskegon County Records for point of beginning; thence South 0 degrees 00 minutes along the West line of said Addition extended to the Northeasterly line of the Chesapeake & Ohio (now CSX) Railroad right of way; thence re-commence at point of beginning; thence North 0 degrees 00 minutes 132 feet along the West line of said Young & Williams Addition; thence South 89 degrees 40 minutes West 219.35 feet to said Easterly line of railroad right of way; thence South 33 degrees 26 minutes 30 seconds East along said Easterly line to the intersection of the first described line;

The South 546 feet of that part of the Southeast 1/4 of the Northwest 1/4 of Section 31, Town 10 North, Range 16 West, that lies West of the Chesapeake & Ohio Railroad right of way; except the West 631.07 feet thereof; and except the South 16.5 feet thereof;

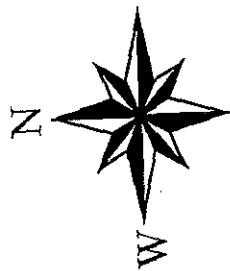
Sec 31 T10N R16W E 1/2 of NE 1/4 of NW 1/4;

Sec 31 T10N R16W W426.07 ft of S 546.5 ft of SE 1/4 of NW 1/4 Ex S 49.5 ft Thereof Exc Ely 200 ft & Exc Ely Com @ SW Cor of SE 1/4 of NE 1/4 of SD Sec for POB, Th N 0 Deg E 162 ft, Th W 60 ft M/L to POB

Proposed Whittaker Electric Sub Zone Expansion



Whittaker expansion.shp
Parcel
Existing Whittaker Electric Sub Zone



Commission Meeting Date: September 24, 2002

Date: September 18, 2002
To: Honorable Mayor & City Commission
From: Planning & Economic Development Department
**RE: Development Agreement with West Michigan
Dock and Market**

SUMMARY OF REQUEST: To approve the attached Development Agreement with West Michigan Dock and Market.

Recent changes offered by Mart Dock include the commitment to a \$1 million investment and the exclusion of portions of the parcel from Renaissance Zone status, as illustrated in the attached map.

FINANCIAL IMPACT: If West Michigan Dock And Market fails to develop the Mart Dock site in accordance with the development agreement, it will pay a special assessment of \$46,900 per year to the City while the Renaissance Zone is in effect.

BUDGET ACTION REQUIRED: None at this time.

STAFF RECOMMENDATION: To approve the attached development agreement.

COMMITTEE RECOMMENDATION:

DEVELOPMENT AGREEMENT
CITY OF MUSKEGON RENAISSANCE ZONE

THIS IS AN AGREEMENT between the CITY OF MUSKEGON, a municipal corporation, of 933 Terrace Street, Muskegon, Michigan 49441 ("City") and West Michigan Dock And Market, a _____ company of 560 Mart Street, Muskegon, Michigan.

Recitals:

A. The City has received an application from the Company and intends to consider the location in a Renaissance Zone by the Company, and as a condition thereof this Agreement must be approved and executed by the Company prior to the establishment of the Renaissance Zone. Upon approval of Renaissance Zone status for the Property, the City will sign this Agreement. The City deems this Agreement to constitute a necessary element in the City's determination regarding the location of Company in the Renaissance Zone, and the City relies upon the undertakings of Company in the Agreement to allow and to continue the Renaissance Zone status of the Company.

B. The Company intends to install the projects set forth in its Application for Renaissance Zone location and approval. The Company understands that the City relies upon the undertakings of the Company in the Agreement to establish and to continue the Company's status as a Renaissance Zone Company.

NOW THEREFORE THAT PARTIES AGREE:

1. **DOCUMENTS ATTACHED.** Included in this Agreement are the following documents which have been collected and relied upon by the parties:
 - 1.1 The Application for Renaissance Zone Designation filed by West Michigan Dock And Market Corporation.
 - 1.2 Copy of the Renaissance Zone Act, as amended to date.
 - 1.3 City of Muskegon Development Agreement Policy for Expanding Existing or Establishing New Renaissance Sub-Zones.
 - 1.4 Exhibit containing Site/Building requirements for this project, applying Article VII of the Development Agreement Policy.
 - 1.5 Special assessment agreement.

2. COMPANY AGREEMENT. The Company agrees to the following commitments which it shall perform in a timely and reasonably acceptable manner.

2.1 Private investment in the amount of at least \$1,000,000 within two years from the property's designation of Renaissance Zone status by the State of Michigan, or December 31, 2004, whichever is later. Eligible costs that may count toward the \$1,000,000 investment include: infrastructure construction related to projects outlined in the Renaissance Zone proposal; improvements to existing structures on the property; new commercial construction on the property except that no expenditures for warehouse, storage or industrial operations shall count as an eligible cost; and all professional services relating to eligible projects including legal, engineering, planning and similar costs. The proposed project, schedule and budget follows:

2.1.1 Redevelopment along the west bay including the five-story brick building (50,000 square feet) and the adjacent one story brick building (20,000 square feet). Investment to include commercial, office or residential and will be completed by December 31, 2004.

Timetable: Within 90 days of a determination on the city investments and receipt of Gibbs Marketing plan, but not later than April 30, 2003, submit to City a specific plan identifying improvements to be constructed, the proposed use of those improvements, and a construction schedule.

Budget: Not less than \$1,000,000

2.1.2 The above represent minimum private investment efforts and in no way restricts the Mart Dock or others from greater investments. The Mart Dock may reallocate the funds outlined in 2.1.1. to other eligible onsite investments if a determination on city investments is not made under the timetable noted. In the event that city service is contracted to begin in the 2004 season, any reallocation of funds would be subject to the City's approval.

- 2.2 The Company will provide the easement necessary for the public access project as set forth in the Renaissance Zone application, on the condition that the farmers market and/or other projects involving city investment are in place.
- 2.3 The performance of all other undertakings set forth in the application.
- 2.4 Assurance and completion of the payment of all real and personal property taxes due for all years prior to the creation of the Renaissance Zone on the properties.
- 2.5 Cooperation with City representatives to supply all requested and required documentation necessary in the City's reasonable judgment to determine compliance with the undertakings set forth in this Agreement and its attachments.
- 2.6 The Company shall take all required precautions to avoid the release of any hazardous substance in violation of any environmental law on its premises, and shall report any releases to the appropriate authority in a timely and complete manner. Providing copies of said documents to the City. It shall comply with all orders and actions of any governmental agency having authority. The company would retain any rights and remedies under the law.
- 2.7 The Company shall improve the properties and improvements, as contemplated in Article VII of the Development Agreement Policy, in accordance with the provisions of the Exhibit attached covering Site/Building requirements. These requirements shall be in addition to any zoning or site plan requirements of the Planning Commission or City Commission.

- 3 AGREEMENT BY THE CITY. Provided this Agreement has been executed and further provided all applications concerning Renaissance Zone status have been properly filed, the City shall, in a timely manner, proceed with the appropriate meetings or applications including as necessary the State of Michigan Renaissance Zone Review Board, and with all local review entities by law. The City may consider this agreement in a meeting separate from

and prior to the meeting in which the City or any entity considers the creation of the district or approval of the applicant for Renaissance Zone status.

4 EVENTS OF DEFAULT. The following actions or failures to comply shall be considered events of default by the Company.

4.1 Failure to meet any of the commitments set forth above.

4.2 Failure to afford to the City the documentation and reporting required.

4.3 The failure to create or retain jobs, meet affirmative action goals or expend the funds on equipment and improvements as represented in the attachments within the times required hereby.

4.4 The bankruptcy or insolvency of the Company.

4.5 The failure to pay any taxes other than those exempted by the Renaissance Zone Act, and the failure to pay any special assessments levied on the Company's property timely after levy or final appeal.

4.6 The violation of any provisions, promises, commitments, considerations or covenants of this Agreement.

5 REMEDIES ON DEFAULT. In the event of any of the above defaults the City shall have the following remedies which it may invoke without notice, except as may be reasonably required by the Company's rights to due process. The amounts due by reason of the exercise of the remedies, shall be payable by a special assessment as outlined in the attached Special Assessment agreement.

5.1 In the event of default and after investigation of the facts and a public hearing, the Company shall be immediately liable for the amounts below, to be paid forthwith to the City, and the Renaissance Zone status of the Company shall be revoked or void, with the following consequences:

5.1.1 The Company shall begin making payments, as outlined in the attached Special Assessment agreement, to the City, the amount of \$46,900 per year. The assessment will not be charged during the first two years of Renaissance Zone designation, pending substantial completion of the proposed project. If substantial progress

has not been made within those two years, the Company shall be liable for payment of the assessment for those two years plus future year's assessments.

5.1.2 The Company shall pay to the State of Michigan all amounts of the corporate income tax which have been abated under the Renaissance Zone Act, if any.

5.1.3 The Company shall immediately pay to the City any corporate City income tax which have been abated under the Renaissance Zone Act, if any.

5.2 Failure to Install Improvements. In the event the improvements, renovations and the equipment have not been substantially completed or installed by the time set forth in the attachments, the Special Assessment shall be paid to the City.

5.3 Failure to Expend the Funds Represented. Whether or not the installations have been completed, if the Company has not expended the funds it has represented on its application that it would invest for the installation of equipment, the Company shall pay the Special Assessment to the City.

5.4 Other Violations. For any material violations of this Agreement, the City reserves the right to seek declaration by a court or entity with authority that the Special Assessment shall be paid to the City.

5.5 Special Assessment. For any amount to be paid to the City as a result of default by the Company, the Company consents that the City shall have a personal action against the Company and for the said amount, and in addition, cumulatively, and not by election, the City shall have a special assessment lien on the property of the Company, personal and real, located at the site, for the collection of the amounts due as and in the manner of property taxes.

5.6 City Considerations for Determination in Matters of Default. The City shall not unreasonably take any action which may result in

invocation of the remedies above. It shall take the following factors into consideration:

- 5.6.1 The economic conditions, if any, reasonably known to the City, which are found to be directly related to the default or circumstance causing the proposed action by the City.
 - 5.6.2 The performance of the Company in meeting the commitments and requirements of the Application, the submitted materials, and the provisions of the Certificate and this Agreement.
 - 5.6.3 Whether the effect on the City's finances of the Company's actions is material and substantial.
 - 5.6.4 Whether the circumstances affecting the status of the company was created by occurrences beyond the control of the Company or could have been avoided, and, in particular, whether the Company could economically and feasibly continue to perform as required by this Agreement.
- 6 Governing Law. This Agreement shall be construed and enforced in accordance with the laws of the State of Michigan applicable to contracts made and to be performed within the State of Michigan, and in particular the Renaissance Zone Act of the State, as amended.
- 7 Counterparts. This Agreement may be executed in one or more counterparts. Notwithstanding such execution all such counterparts shall constitute one and the same Agreement.
- 8 Benefits. This Agreement shall be binding upon and inure to the benefit of the respective parties, their successors and personal representatives.
- 9 Effective Date. This Agreement shall be effective on the date the State of Michigan grants the Renaissance Zone expansion.

10 Invalidity. In the event any provision of this agreement is declared invalid by a court or tribunal having competent jurisdiction, the remainder of the agreement shall remain in full force and effect.

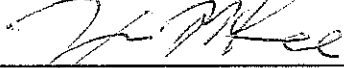
CITY OF MUSKEGON,
a municipal corporation

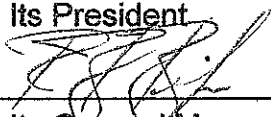
By _____
Stephen Warmington, Mayor

and _____
Gail A. Kunder, Clerk

Dated: _____, 2002

West Michigan Dock And Market Corporation

By  _____
Its President

and  _____
Its General Manager

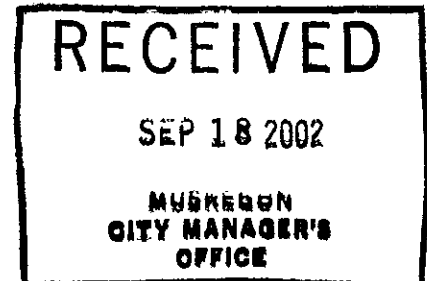
Dated: September 17, 2002



WEST MICHIGAN DOCK & MARKET CORPORATION

September 16, 2002

Honorable Mayor and City Commission
City Manager Bryon Mazade
City of Muskegon
933 Terrace Street
P.O. Box 536
Muskegon, Mi. 49443



Ladies and Gentlemen:

Good Morning. During your review of the Renaissance Zone applications a variety of questions and concerns have been raised. Attached please find a question and answer memorandum that addresses those issues. Please take the time to review that material.

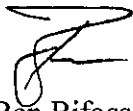
You will note three new items. First, Gibbs Planning, the City's consultant on the waterfront marketing study has opined that Ren. Zone status for the Mart Dock is appropriate to help "prime the pump" for redevelopment. In addition, Gibbs notes that investment decisions on the property should be made after the results of the study are available, not before the report has been completed.

Second, WMD proposes a specific location for redevelopment and a timetable for additional decisions; whether the marketing study is completed or not, and whether conclusions on the cross-lake ferry are reached on the schedule anticipated. WMD's timetable is designed so there is a reasonable probability that the additional information will be available, but the commitment is to move forward regardless.

Third, in order to address the issue of the competitive advantage provided by Ren Zones, WMD agrees that the land and main buildings used to compete in the local market for storage and warehousing be removed from consideration for Zone status. That area includes the land primarily dedicated to industrial operations. With this change WMD accepts the desire expressed by members of the Commission for partial Zone status. Please see the attached sketch.

The following Q&A provides additional discussion. The Development Agreement to be considered by the Commission on September 24 will reflect these modifications. Following these additional substantive changes by West Michigan Dock, your favorable consideration is requested.

Sincerely

A handwritten signature in black ink, appearing to be 'Ben Bifoss', with a stylized, cursive script.

Ben Bifoss

1. The Mart Dock is prime downtown waterfront property. It doesn't require incentives to be successful.

- a. Unfortunately the historic evidence does not support this conclusion. All major projects in the downtown have received significant incentives in the recent past, with a single exception. The Amazon is in a Ren. Zone and received beneficial financing. GVSU is a public investment that also received significant community donations. Heritage Landings is an entirely public investment as is Hartshorne Marina. The Mall has benefited from public investments in the past and will again. The Holiday Inn was heavily subsidized with public debt. The Mart Dock's request is pale considered next to the public investment in the Smart Zone, another downtown waterfront property dealing with contamination issues. The Shoreline Inn is the exception, but no member of the Commission has pointed to it as a model business plan.

The firm contracted by the City to undertake a waterfront marketing study, Gibbs Planning, has opined that Ren. Zone status for the Mart Dock is an appropriate incentive to "prime the pump" for redevelopment. For further response on this issue, please see #6 below.

2. There will already be a major public investment in the cross-lake ferry, isn't that enough?

While there may be a substantial public investment if the ferry comes to pass, that investment would be made for the benefit of and secured by Lake Express, not the Mart Dock. It is true that the Mart Dock would expect to benefit from the ferry's location, just as every other business in downtown Muskegon. However it is clear that the public investment is a result of the City's dealings with Lake Express, not the Mart Dock.

Since the very first discussion on the ferry lease 15 months ago, WMD has proposed Ren. Zone status as a way to solve the financial problem of the Muskegon terminal. Under the lease discussed, WMD will lease a significant portion of the property and disrupt other ongoing business operations for \$60,000 per year. The cost of business disruption could exceed that offsetting income from the City. During the first six years of the lease that is the only significant income the Mart Dock would receive.

The Ren. Zone is a way for the Mart Dock to receive a reasonable return on its risk and property while not raising the price for the terminal beyond what the City can afford. It is an important hedge for Lake Express in their new venture. It is a good solution to a difficult problem.

3. *The Mart Dock does not have a specific business plan or building improvements that it is committed to. What can we point to as the investment?*

While that is a fair concern, the answer is also fair. Every investment decision made by a public or private business will rely on incomplete information. However, any good business decision will have as much information as is humanly possible. We all know that additional information will be available within 3-4 months on both the ferry and on the marketing plan by Gibbs, already commissioned and underway. Gibbs has suggested that investment decisions should wait. To force a decision now, when additional information will be available in a short time, is to force a potentially bad decision. That just doesn't make good sense.

However, having noted the above, the Development Agreement reflects a commitment to redevelopment along the west bay, including the five-story and adjacent one-story brick buildings. Detailed plans will be submitted on a specific timetable. Without ferry service, reallocation of those funds would be subject to the City's approval. This change specifically addresses concerns expressed by Commissioners.

4. *An investment of only one million dollars is not enough to turn the corner on a property the size of the Mart Dock. Why not more?*

We agree that a million dollars is not enough to redevelop the entire parcel. However it is a good start. If the ferry develops, if the Farmers Market develops, if permits can be acquired for marina development, if other investors can be attracted, if Ren. Zone incentives are as desirable in the marketplace as anticipated; then the investments will be much larger.

That is a lot of "ifs" for the City to accept. From the Mart Dock perspective, that is a lot of "ifs" to guarantee the investment of a million dollars on, but that is what WMD has done. We all hope for more, but that much new private investment is guaranteed, despite the "ifs".

5. *Doesn't the Ren. Zone create an unfair competitive advantage for the Mart Dock. What about others in competitive businesses?*

Of course it does, that is the nature of the incentive. But that is not true for just the Mart Dock Zone, that is also true for the Amazon Zone, the Mall Zone, the Shaw-Walker Zone, the industrial Zone, and every Ren. Zone across the state. It is supposed to be an advantage just like every other tax break or grant or public involvement in any private business arrangement. It is supposed to work that way.

However, in recognition of specific concerns regarding storage and warehouse businesses that might be affected, WMD has agreed that the main warehouse and storage buildings on the property be excluded from the Zone (see attached sketch). With this change, those portions of the property with current redevelopment plans would remain in the Zone while those portions of the property that directly compete in the local market would be out of the Zone. This change solves that problem.

6. *What about past stewardship on the property. Why reward that history?*

This gets to the heart of the matter. What do we really expect from business. The highest obligation, within moral and ethical standards, is to stay in business, to generate a profit. Without that all other obligations, from community involvement to paying taxes, are impossible. WMD has been here for 70 years, creating jobs, contributing to the industrial base of the community. That could continue for another 70 years.

But the community has expressed a desire that the Mart Dock change what it is, away from the industrial base that has been profitable to a new commercial and residential base. WMD is asked to give up what it knows and has been successful at; and to become something different. Something that it has no experience at, something that may or may not be successful. Further, WMD has been asked and agreed to commit a major investment in that new effort that will jeopardize and probably eventually eliminate the economic base that has been successful for decades. It would be easier to start from nothing, because then there is nothing to lose. WMD would risk what it has already established to start over again.

WMD has agreed to take that risk, to jump in where it has not been before. WMD has agreed to move beyond the industrial base that has been successful. However, in order to have the best chance at success in this new venture, WMD has asked for Ren. Zone status. If the Mart Dock is to jump into new and unknown water, it is reasonable to ask the City's help in providing those tools for success that are available.

7. *Having said all that, there is still a long history between the Mart Dock and the community. Maybe there just isn't enough trust yet.*

Whether valid or not, there is probably plenty of mistrust to go around. But if not now, when? When does it make sense to put the past in the past? If the Ren. Zone is not established now, it never can be. These are truly generational decisions. For good or for bad, they are yours to make.

With contracted guarantees in place, in the end the question is whether Muskegon would be better or worse off if the Zone is granted. We believe it would be better. We believe it is time to move forward.

West Michigan Dock & Market Corporation
SITE MAP

MUSKEGON LAKE

MUSKEGON LAKE

EXCEPTION

Storage and aggregate area

40K SF
X 2
WAREHOUSE
Building
2
UNHEAT.

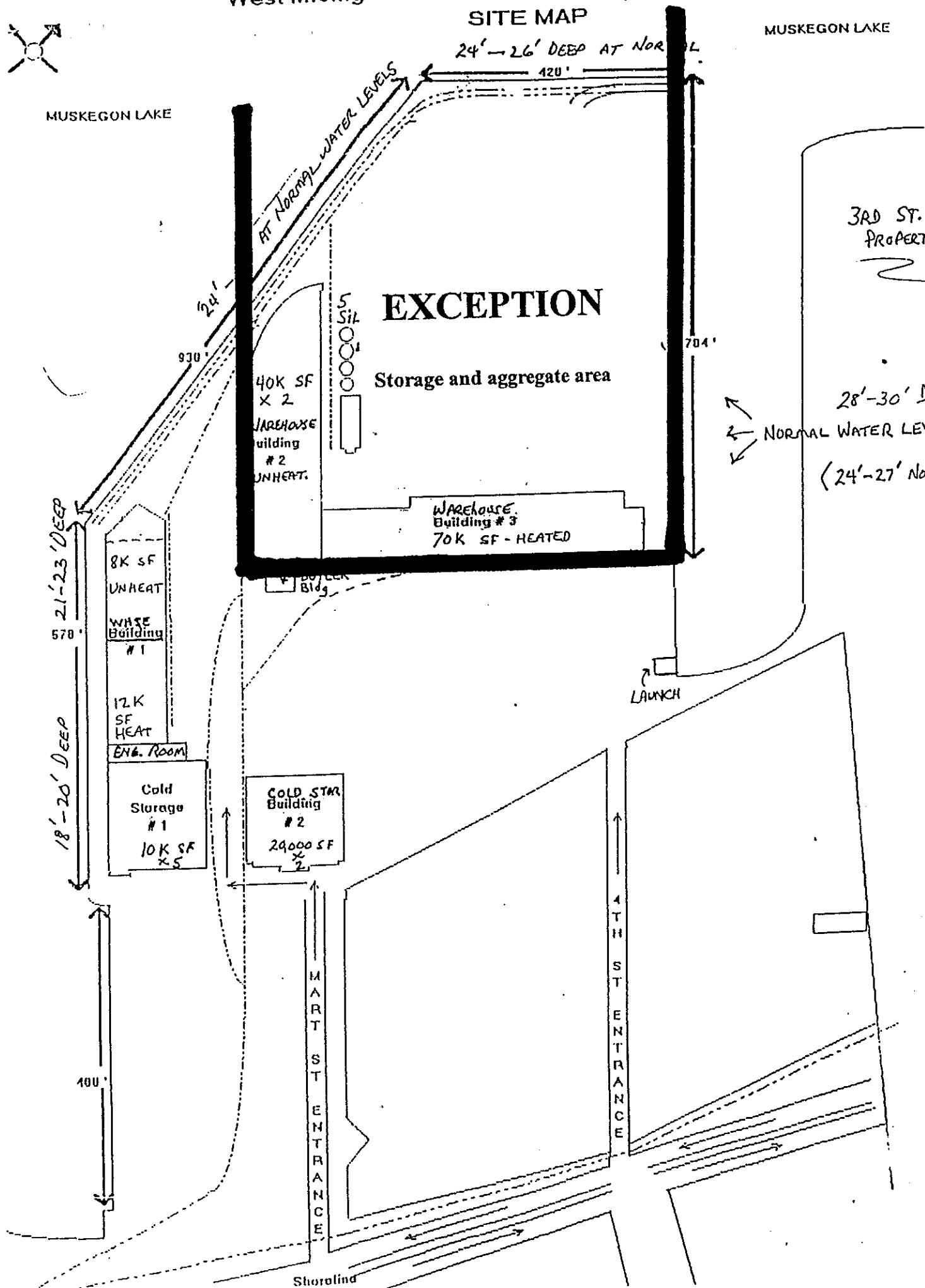
WAREHOUSE
Building # 3
70K SF - HEATED

3RD ST.
PROPERTY

28'-30' DEEP

NORMAL WATER LEVEL

(24'-27' Now)



Commission Meeting Date: September 24, 2002

Date: September 18, 2002
To: Honorable Mayor & City Commission
From: Planning & Economic Development Department
RE: Consent Assessment Agreement with West Michigan Dock and Market

SUMMARY OF REQUEST: To approve the attached Consent Assessment with West Michigan Dock and Market.

Recent changes offered by Mart Dock include the commitment to a \$1 million investment and the exclusion of portions of the parcel from Renaissance Zone status as illustrated in the attached map.

FINANCIAL IMPACT: If West Michigan Dock And Market fails to develop the Mart Dock site in accordance with the development agreement, it will pay a special assessment of \$46,900 per year to the City while the Renaissance Zone is in effect.

BUDGET ACTION REQUIRED: None at this time.

STAFF RECOMMENDATION: To approve the attached development agreement.

COMMITTEE RECOMMENDATION:

CITY OF MUSKEGON
SPECIAL ASSESSMENT ROLL

West Michigan Dock and Market Special Assessment District No. 1

The undersigned, pursuant to the direction of the City Commission, and based upon the request and consent of West Michigan Dock and Market, hereby levies a special assessment on the property described in Schedule "A" attached hereto. The following properties are hereby assessed for the said costs:

OWNER	PROPERTY NO.	ASSESSMENT TOTAL
West Michigan Dock and Market Corporation	61-24-205-567-0002-00	\$562,800

Installment Payments. The annual principal installments shall be paid over a period of twelve (12) years. Each said annual payment shall be made on or before February 15. If West Michigan Dock and Market has fully complied with its obligations pursuant to the Development Agreement for Renaissance Zone status between it and the City, executed on or about September 24, 2002, this special assessment and the consent thereto is void. The payments scheduled for February 15, 2003 and 2004 are waived pending West Michigan Docks compliance with the terms of the Development Agreement. In the event West Michigan Dock is in default under the terms of that agreement, the required special assessment shall be due and payable in accordance with Schedule B, including amounts temporarily waived in 2003 and 2004 pending compliance with the Agreement.

Acceleration. In the event any annual installment is not timely paid, the entire balance of the assessment, plus interest to accrue at 5% per annum, shall become immediately due and payable. This provision shall apply to the annual installment of the original and unpaid assessment.

Deposit and Investment of Assessment Payments. Assessment payments received shall be held and used by the City in such funds as may be required by the Renaissance Zone Act.

Certification

The above special assessment roll was confirmed on September ____, 2002, at a regular meeting held at the City Hall. 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.

Date: September ____, 2002

CITY OF MUSKEGON

By _____
Gail A. Kunderling, Its Clerk

Endorsement and Warrant

The above special assessment roll was confirmed on September ____, 2002, and is hereby endorsed. Warrant is hereby issued to the City Treasurer to collect same in accordance with its terms.

Date: September ____, 2002

CITY OF MUSKEGON

By _____
Stephen J. Warmington, Its Mayor

Consent to Special Assessment

The Special Assessment approved by the City Commission for the City of Muskegon is being done based upon the request of West Michigan Dock and Market, owner of all property described in Schedule A.

By _____
Mark McKee
Its President

SCHEDULE "A"

Property Description

ATTACHMENT A

CITY OF MUSKEGON REVISED PLAT OF 1903 LOT 9 BLK 563 ALSO THAT PART OF THE CENTRAL WARF LYING NLY OF SLY LINE OF SAID LOT 9 EXTD WLY ALSO PART OF LOT 2 BLK 567 LYING NWLY OF A LINE BEG ON WLY LINE THIRD ST 965.75 FT NWLY OF NE COR BLK 566 & RUNNING TH S 24 DEG 27 MIN W TO SW LINE OF BLK 567 TO CENTER OF MUSKEGON LAKE ALSO PART OF LOT 2 BLK 567 BEG ON WLY COR LINE OF THIRD ST 858 ¼ FT NWLY OF NELY BLK 566 NLY ALONG THIRD ST 107 ½ FT S 24 DEG 27 MIN W 378.8 FT S 41 DEG 45 MIN E 132.4 FT NELY ALONG CURVE PAR TO GRAND TRUNK TRACKS TO POB ALSO ENTIRE BLK 569

West Michigan Dock & Market Corporation
SITE MAP

ATTACHMENT B

MUSKEGON LAKE



MUSKEGON LAKE

24'-26' DEEP AT NOR. L.

420'

AT Normal Water Levels

EXCEPTION

Storage and aggregate area

40K SF
X 2
WAREHOUSE
Building #2
UNHEAT.

5 Silos

WAREHOUSE
Building #3
70K SF - HEATED

BOILER
Bldg

8K SF
UNHEAT
WARE
Building #1

12K
SF
HEAT
ENG. ROOM

Cold
Storage
#1

10K SF
X 5

COLD STOR
Building
#2
29,000 SF
X 2

LAUNCH

4TH
ST
ENTRANCE

MART
ST
ENTRANCE

Shoring

3RD ST.
PROPERTY

28'-30' DEEP

NORMAL WATER LEVEL

(24'-27' Now)

21'-23' DEEP
578'

18'-20' DEEP

100'

SCHEDULE "B"

February 15, 2003	\$46,900 (waived)
February 15, 2004	\$46,900 (waived)
February 15, 2005	\$46,900
February 15, 2006	\$46,900
February 15, 2007	\$46,900
February 15, 2008	\$46,900
February 15, 2009	\$46,900
February 15, 2010	\$46,900
February 15, 2011	\$46,900
February 15, 2012	\$46,900
February 15, 2013	\$46,900
February 15, 2014	\$46,900

CITY OF MUSKEGON
Resolution No. _____

Resolution Confirming Special Assessment Roll for
West Michigan Dock and Market

The City Commission of the City of Muskegon hereby RESOLVES:

Having met on September ____, 2002, at 5:30 p.m. at the City Commission Chambers and no affected property owner having protested, and the City Commission having reviewed the request of West Michigan Dock and Market, the property owners of all affected property, and the City Commission having reviewed the special assessment roll;

NOW, THEREFORE, THE CITY COMMISSION RESOLVES:

That the special assessment roll presented for consideration by the Commission is hereby adopted and confirmed.

The special assessment is hereby levied and the Mayor is directed by this resolution to provide his warrant to the Assessor and to the City Treasurer for further proceeding.

This resolution adopted.

Ayes _____
Nays _____

CITY OF MUSKEGON

By _____
Gail A. Kunding, Its Clerk

CERTIFICATE

This resolution was adopted at a meeting of the City Commission, held on September ____, 2002. 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.

Gail A. Kunding, Clerk

REQUEST FOR AMENDMENT TO SPECIAL ASSESSMENT ROLL

NOW COMES West Michigan Dock and Market, the owner of the Mart Dock, Parcel Code 61-24-205-567-0002-00, and requests that the Special Assessment Roll dated September ____, 2002 (attached as Schedule "B"), be adopted and instruct and authorize the City Treasurer with the advice of the City Assessor to allocate the assessment.

By *L.M. Kee*
 President
Its President

Commission Meeting Date: September 24, 2002

Date: September 17, 2002
To: Honorable Mayor & City Commission
From: Planning & Economic Development Department *CBC*
RE: Renaissance Zone for Mart Dock

SUMMARY OF REQUEST: To approve the attached resolution granting Renaissance Zone status to the Mart Dock site.

FINANCIAL IMPACT: It is estimated that the general fund tax loss will be about \$7,000 and that DDA tax loss will be \$14,000.

BUDGET ACTION REQUIRED: None at this time.

STAFF RECOMMENDATION: To approve the attached development agreement.

COMMITTEE RECOMMENDATION:

Resolution No. _____

MUSKEGON CITY COMMISSION

**RESOLUTION APPROVING EXPANSION OF AMAZON
RENAISSANCE ZONE**

WHEREAS, pursuant to Public Act 376 of 1996, as amended, existing Round II Renaissance Zones have been enabled to modify existing and create new sub-zones (up to 10); and

WHEREAS, the City of Muskegon is committed to the economic growth and well being of its residents; and

WHEREAS, the City of Muskegon is in agreement with the concepts of Renaissance Zones and desires to utilize such zones for the revitalization of certain areas within the City; and

WHEREAS, the City of Muskegon has adopted a policy governing the expansion of existing and the creation of new sub-zones; and

WHEREAS, West Michigan Dock & Market Corporation has entered into a development agreement with the City of Muskegon governing the expansion of the Amazon Renaissance Zone; and

WHEREAS, the City of Muskegon wishes to amend the boundaries of the Amazon Sub-Zone to include a portion of the property commonly known as the Mart Dock property, as described in Attachment A, excluding the portion excepted on map Attachment B.

NOW THEREFORE BE IT RESOLVED, that the Muskegon City Commission hereby approves the amendment of the Amazon Zone to include property commonly known as the Mart Dock.

BE IT FURTHER RESOLVED, that the Muskegon City Commission, in accordance with P.A. 376 of 1996, as amended, consents to the exemption of all taxes levied against all property located within or persons residing within the Mart Dock property and is aware that the following estimated property tax revenue forfeiture will result by placing said property in a Renaissance Zone during the first full year of operation.

1)	City of Muskegon:	\$10,300
2)	Muskegon County:	\$ 6,100
3)	Muskegon Community College:	\$ 2,350
4)	Muskegon Area ISD:	\$ 2,800
5)	Muskegon Public Schools:	\$16,000

- | | | |
|----|-----------------------------|----------|
| 6) | State School Aid Millage: | \$ 5,650 |
| 7) | Total of All Jurisdictions: | \$43,200 |

Adopted this 24th day of September, 2002.

AYES: _____
NAYS: _____
ABSENT: _____

BY: _____
Stephen J. Warmington, Mayor

ATTEST: _____
Gail Kunderinger, Clerk

I hereby certify that the foregoing constitutes a true and complete copy of a resolution adopted by the Muskegon City Commission, County of Muskegon, Michigan, at a regular meeting held on September 24, 2002.

Gail Kunderinger, Clerk

ATTACHMENT A

CITY OF MUSKEGON REVISED PLAT OF 1903 LOT 9 BLK 563 ALSO THAT PART OF THE CENTRAL WARF LYING NLY OF SLY LINE OF SAID LOT 9 EXTD WLY ALSO PART OF LOT 2 BLK 567 LYING NWLY OF A LINE BEG ON WLY LINE THIRD ST 965.75 FT NWLY OF NE COR BLK 566 & RUNNING TH S 24 DEG 27 MIN W TO SW LINE OF BLK 567 TO CENTER OF MUSKEGON LAKE ALSO PART OF LOT 2 BLK 567 BEG ON WLY COR LINE OF THIRD ST 858 ¼ FT NWLY OF NELY BLK 566 NLY ALONG THIRD ST 107 ½ FT S 24 DEG 27 MIN W 378.8 FT S 41 DEG 45 MIN E 132.4 FT NELY ALONG CURVE PAR TO GRAND TRUNK TRACKS TO POB ALSO ENTIRE BLK 569

West Michigan Dock & Market Corporation
SITE MAP

ATTACHMENT B

MUSKEGON LAKE



MUSKEGON LAKE

24'-26' DEEP AT NORMAL

120'

AT NORMAL WATER LEVELS

EXCEPTION

Storage and aggregate area

40K SF
X 2
WAREHOUSE
Building #2
UNHEAT.

5 Sil
○○○

WAREHOUSE
Building #3
70K SF - HEATED

BOILER
Bldg

LAUNCH

3RD ST.
PROPERTY

28'-30' DEEP

← NORMAL WATER LEVEL

(24'-27' Now)

21'-23' DEEP
578'

8K SF
UNHEAT
WHSE
Building #1

12K
SF
HEAT

ENG. ROOM

Cold
Storage
#1
10K SF
X 5

COLD STOR
Building #2
29000 SF
X 2

MART
ST
ENTRANCE

4TH
ST
ENTRANCE

Shoreline

Commission Meeting Date: September 24, 2002

Date: September 24, 2002
To: Honorable Mayor & City Commission
From: Planning & Economic Development Department
**RE: Development Agreement with the Downtown
Muskegon Development Corporation**

SUMMARY OF REQUEST: To approve the attached Development Agreement with the Downtown Muskegon Development Corporation.

FINANCIAL IMPACT: If Downtown Muskegon Development Corporation fails to develop the Muskegon Mall site in accordance with the development agreement, it will pay a special assessment of \$40,000 per year to the City while the Renaissance Zone is in effect.

BUDGET ACTION REQUIRED: None at this time.

STAFF RECOMMENDATION: To approve the attached development agreement.

Note: Attached is the revised copy of the Development agreement with the Downtown Muskegon Development Corporation.

COMMITTEE RECOMMENDATION:

DEVELOPMENT AGREEMENT
CITY OF MUSKEGON RENAISSANCE ZONE

2002-108(c.¹²)

THIS IS AN AGREEMENT between the CITY OF MUSKEGON, a municipal corporation, of 933 Terrace Street, Muskegon, Michigan 49441 ("City") and Muskegon Downtown Development Corporation (Corporation).

Recitals:

A. The City has received an application from the Corporation and intends to consider the location in a Renaissance Zone by the Corporation, and as a condition thereof this Agreement must be approved and executed by the Corporation prior to the establishment and location of the business in the Renaissance Zone. Upon approval of Renaissance Zone status for the Corporation, the City will sign this Agreement. The City deems this Agreement to constitute a necessary element in the City's determination regarding the location of Corporation in the Renaissance Zone, and the City relies upon the undertakings of Corporation in the Agreement to allow and to continue the status of Renaissance Zone Corporation.

B. The Corporation intends to install the project set forth in its Application for Renaissance Zone location and approval. The Corporation understands that the City relies upon the undertakings of the Corporation in the Agreement to establish and to continue the Corporation's status as a Renaissance Zone status of the Corporation.

NOW THEREFORE THE PARTIES AGREE:

1. **DOCUMENTS ATTACHED.** Included in this Agreement are the following documents which have been collected and relied upon by the parties:
 - 1.1 The Application for Renaissance Zone Designation filed by Muskegon Downtown Development Corporation.
 - 1.2 Copy of the Renaissance Zone Act, as amended to date.
 - 1.3 City of Muskegon Development Agreement Policy for Expanding Existing or Establishing New Renaissance Sub-Zones.
 - 1.4 Attached Special Assessment Agreement.
2. **CORPORATION AGREEMENT.** The Corporation agrees to the following commitments, which it shall perform in a timely and

reasonably acceptable manner, upon ownership of the property by the Corporation.

- 2.1 The improvement, to comply with all construction codes, of the property commonly known as the Muskegon Mall. Improvements shall consist of rehabilitation of existing structures and/or construction of new structures for commercial, housing, or office use, or a combination of these uses.
- 2.2 Sale of either the entire parcel or significant portions of the parcel with associated development agreements within two years of acquiring ownership.
- 2.3 If the entire parcel or portions of the existing parcel are sold to other Parties, Corporation agrees to include a performance guarantee in its agreements with subsequent purchasers.
- 2.4 The performance of all other undertakings set forth in the application.
- 2.5 Cooperation with City representatives to supply all requested and required documentation necessary in the City's reasonable judgment to determine compliance with the undertakings set forth in this Agreement and its attachments.
- 2.6 The Corporation shall take all required precautions to avoid the release of any hazardous substance in violation of any environmental law on its premises, and shall report any releases to the appropriate authority in a timely and complete manner. Providing copies of said documents to the City. It shall comply with all orders and actions of any governmental agency having authority.

- 2.7 The Corporation shall improve the properties and improvements, as contemplated in Article VII of the Development Agreement Policy, in accordance with the provisions of the Exhibit attached covering Site/Building requirements. These requirements shall be in addition to any zoning or site plan requirements of the Planning Commission or City Commission.
3. AGREEMENT BY THE CITY. Provided this Agreement has been executed and further provided all applications concerning Renaissance Zone status have been properly filed, the City shall, in a timely manner, proceed with the appropriate meetings or applications including as necessary the State of Michigan Renaissance Zone Review Board, and with all local review entities by law. The City may consider this agreement in a meeting separate from and prior to the meeting in which the City or any entity considers the creation of the district or approval of the applicant for Renaissance Zone status.
4. EVENTS OF DEFAULT. The following actions or failures to comply shall be considered events of default by the Corporation.
- 4.1 Failure to meet any of the commitments set forth above.
- 4.2 Failure to afford to the City the documentation and reporting required.
- 4.3 The failure to create or retain jobs, meet affirmative action goals or expend the funds on equipment and improvements as represented in the attachments within the times required hereby.
- 4.4 The bankruptcy or insolvency of the Corporation.
- 4.5 The failure to pay any taxes other than those exempted by the Renaissance Zone Act, and the failure to pay any special assessments levied on the Corporation's property timely after levy or final appeal.
- 4.6 The violation of any provisions, promises, commitments, considerations or covenants of this Agreement.
5. REMEDIES ON DEFAULT. In the event of any of the above defaults the City shall have the following remedies which it may invoke without notice, except as may be reasonably required by the Corporation's rights to due process. The amounts due by reason of

the exercise of the remedies shall be immediately payable by the Surety executing the performance guarantee required by this agreement.

5.1 In the event of default and after investigation of the facts and a public hearing, the Corporation shall be immediately liable for the amounts below, to be paid forthwith to the City, and the Renaissance Zone status of the Corporation shall be revoked or void, with the following consequences:

5.1.1 Upon receiving ownership of the property, the Company shall begin making payments, as outlined in the attached Special Assessment agreement, to the City, the amount of \$40,000 per year. The assessment will not be charged during the first two years, pending substantial completion of the proposed project. If substantial progress has not been made within the first two years, the Corporation shall be liable for payment of the assessment for those two years plus future year's assessments.

5.1.2 The Corporation shall pay to the State of Michigan all amounts of the corporate income tax which have been abated under the Renaissance Zone Act, if any.

5.1.3 The Corporation shall immediately pay to the City any corporate City income tax which have been abated under the Renaissance Zone Act, if any.

5.2 Failure to Install Improvements. In the event the improvements, renovations and the equipment have not been completed or installed set forth in the applications, the special assessment shall be paid to the City.

5.3 Failure to Expend the Funds Represented. Whether or not the installations have been completed, if the Corporation has not expended the funds it has represented on its application, if any, that it would invest, the special assessment shall be paid to the City.

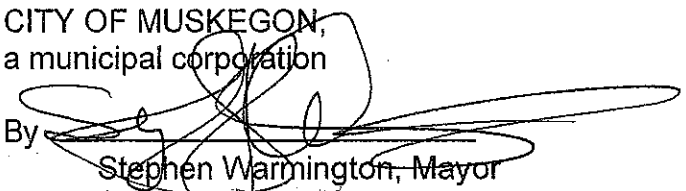
5.4 Other Violations. For any material violations of this Agreement, the City reserves the right to seek declaration by a court or entity with authority that the special assessment shall be paid to the City.

- 5.5 Special Assessment. For any amount to be paid to the City as a result of default by the Corporation, the Corporation consents that the City shall have a personal action against the Corporation for the said amount, and in addition, cumulatively, and not by election, the City shall have a special assessment lien on all the property of the Corporation, personal and real, located in the City, for the collection of the amounts due as and in the manner of property taxes.
- 5.6 City Considerations for Determination in Matters of Default. The City shall not unreasonably take any action which may result in invocation of the remedies above. It shall take the following factors into consideration:
- 5.6.1 The economic conditions, if any, reasonably known to the City, which are found to be directly related to the default or circumstance causing the proposed action by the City.
- 5.6.2 The performance of the Corporation in meeting the commitments and requirements of the Application, the submitted materials, and the provisions of the Certificate and this Agreement.
- 5.6.3 Whether the effect on the City's finances of the Corporation's actions is material and substantial.
- 5.6.4 Whether the circumstances affecting the status of the Corporation was created by occurrences beyond the control of the Corporation or could have been avoided, and, in particular, whether the Corporation could economically and feasibly continue to perform as required by this Agreement.
- 5.6.5 Whether the actions or requirements imposed by the City caused the Corporation to be in default of paragraph 2.2.
6. Governing Law. This Agreement shall be construed and enforced in accordance with the laws of the State of Michigan applicable to contracts made and to be performed within the State of Michigan, and in particular the Renaissance Zone Act of the State, as amended.

7. Counterparts. This Agreement may be executed in one or more counterparts. Notwithstanding such execution all such counterparts shall constitute one and the same Agreement.
8. Benefits. This Agreement shall be binding upon and inure to the benefit of the respective parties, their successors and personal representatives.
9. Effective Date. This Agreement shall be effective on the date the State of Michigan approves the amendment to the City of Muskegon/Muskegon Heights Renaissance Zone.
10. Invalidity. In the event any provision of this agreement is declared invalid by a court or tribunal having competent jurisdiction, the remainder of the agreement shall remain in full force and effect.

CITY OF MUSKEGON,
a municipal corporation

By


Stephen Warmington, Mayor

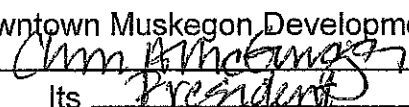
and


Gail A. Kunding, Clerk

Dated: October 3, 2002

Downtown Muskegon Development Corporation

By


Its President

and

Its _____

Commission Meeting Date: September 24, 2002

Date: September 17, 2002
To: Honorable Mayor & City Commission
From: Planning & Economic Development Department CBC
RE: Consent Assessment Agreement with the
Downtown Muskegon Development Corporation

SUMMARY OF REQUEST: To approve the attached Consent Assessment with the Downtown Muskegon Development Corporation.

FINANCIAL IMPACT: If Downtown Muskegon Development Corporation fails to develop the Muskegon Mall site in accordance with the development agreement, it will pay a special assessment of \$40,000 per year to the City while the Renaissance Zone is in effect.

BUDGET ACTION REQUIRED: None at this time.

STAFF RECOMMENDATION: To approve the attached consent assessment agreement.

COMMITTEE RECOMMENDATION:

CITY OF MUSKEGON

SPECIAL ASSESSMENT ROLL

2002-108(c¹³)

Downtown Muskegon Development Co. Special Assessment District No. 1

The undersigned, pursuant to the direction of the City Commission, and based upon the request and consent of Downtown Muskegon Development Co., hereby levies a special assessment on the property described in Schedule "A" attached hereto. The following properties are hereby assessed for the said costs:

OWNER	PROPERTY NO.	ASSESSMENT
Downtown Muskegon Development Co.	61-24-205-309-0001-00	\$480,000 (Total)

Installment Payments. The annual principal installments shall be paid over a period of twelve (12) years. Each said annual payment shall be made on or before February 15. If Downtown Muskegon Development Co has fully complied with its obligations pursuant to the Development Agreement for Renaissance Zone status between it and the City, executed on or about

September 24, 2002, this special assessment and the consent thereto is void. The payments scheduled for February 15, 2003 and 2004 are waived pending Downtown Muskegon Development Co.'s compliance with the terms of the Development Agreement. In the event Downtown Muskegon Development Co. is in default under the terms of that agreement, the required special assessment shall be due and payable in accordance with Schedule B, including amounts temporarily waived in 2003 and 2004 pending compliance with the Agreement.

Acceleration. In the event any annual installment is not timely paid, the entire balance of the assessment, plus interest to accrue at 5 % per annum, shall become immediately due and payable. This provision shall apply to the annual installment of the original and unpaid assessment.

Deposit and Investment of Assessment Payments. Assessment payments received shall be held and used by the City in such funds as may be required by the Renaissance Zone Act.

Certification

The above special assessment roll was confirmed on September 24, 2002, at a regular meeting held at the City Hall. 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.

Date: September 24, 2002

CITY OF MUSKEGON

By Gail A. Kundinger
Gail A. Kundinger, Its Clerk

Endorsement and Warrant

The above special assessment roll was confirmed on September 24, 2002, and is hereby endorsed. Warrant is hereby issued to the City Treasurer to collect same in accordance with its terms.

Date: September 24, 2002

CITY OF MUSKEGON

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

Consent to Special Assessment

The Special Assessment approved by the City Commission for the City of Muskegon is being done based upon the request of Downtown Muskegon Development Co., owner of all property described in Schedule A.

By Downtown Muskegon Dev. Co
Chm Warmington
Its President

SCHEDULE "A"

Property Description

ATTACHMENT A

CITY OF MUSKEGON
REVISED PLAT OF 1903
MUSKEGON MALL PROPERTY
THAT PART OF
BLK 309, BLK 310, BLK 311,
BLK 312, BLK 559, BLK 560,
BLK 561, BLK 564,
AND BLK 565 DESC AS
ENTIRE BLK 309
LYING WLY OF WLY LINE TERRACE ST AS RELOCATED
(WLY LINE OF TERRACE ST RELOCATED DESC AT END OF DESC)
INCLUDING E/W AND N/S ALLEYS VACATED IN SD BLK
ALSO BLK 310 LOTS 1 TO 11 INCLUSIVE
AND NLY 1/2 OF VAC E/W ALLEY ADJ THERE TO
AND LOT 18 AND SLY 1/2 OF E/W ALLEY ADJ THERE TO SD BLK 310
ALSO ENTIRE BLK 311 EXC E/W ALLEY IN SD BLK
ALSO ENTIRE BLK 312 INCLUDING ALL VAC ALLEYS IN SD BLK
ALSO LOTS 7 TO 16 INCLUSIVE BLK 559
LYING SLY OF MORRIS ST AND WLY OF TERRACE ST AS RELOCATED
(SEE DESCRIPTION OF MORRIS/TERRACE BELOW)
ALSO ENTIRE BLK 560 INCLUDING VAC ALLEY IN SD BLK
ALSO LOTS 3 TO 15 BLK 561 LYING SELY OF SELY LINE MORRIS ST
AND SELY 1/2 OF VAC 18 FT ALLEY THAT RUNS SW TO NE IN SD BLK 561
ALSO LOTS 1 AND 2 AND LOT 7 AND LOTS 8 TO 13 INCLUSIVE BLK 564
ALSO LOTS 1 TO 18 INCLUSIVE BLK 565
AND ENTIRE VAC ALLEY ADJ TO LOTS 3 TO 15 INCLUSIVE SD BLK 565
ALSO INCL ENTIRE VAC WESTERN AVE
ELY OF 3RD ST AND WLY OF TERRACE ST AS RELOCATED
ALSO INCL VAC JEFFERSON ST N OF CLAY AVE
ALSO INCL VAC JEFFERSON ST N OF WESTERN AVE
AND S OF MORRIS AVE
ALSO INCL VAC MARKET ST WLY OF TERRACE ST (RELOCATED) AND ELY OF A LINE DESC AS BEG AT
SE COR LOT 2 BLK 561
TH SELY ALD E LINE SD LOT 2 IF EXTENDED 33 FT
TH SWLY ALG C/L OF MARKET ST
TO INTERSECTION WITH WESTERN AVE FOR POE OF SD LINE
ALSO INCL SWLY 1/2 OF VAC 1ST ST
ADJ TO LOTS 13 14 AND ALLEY IN BLK 311
ALSO INCL ENTIRE VAC FIRST STREET
LYING N OF NLY ALLEY SD BLK 311
AND S OF A LINE DESC AS
COM AT NE COR LOT 13 BLK 564
TH NE ALONG EXTENSION OF N LINE SD LOT 13 10 FT M/L
TH S 86D 00M 00S E 5.66 FT
TH S 41D 33M 00S E 43.1 FT
TH S 86D 00M 00S E 17.9 FT
TH N 49D 00M 00S E 199.83 FT TO POE OF SD LINE
ALSO INCL THAT PART OF 2ND ST
LYING SLY OF SLY LINE OF ALLEY IN BLK 565
IF EXTENDED ELY TO NW COR LOT 8 BLK 564
ALSO INCL THAT PART OF SWLY 1/2 OF 2ND ST
ADJ TO LOT 18 BLK 565 AND LOT 8 BLK 564
(RELOCATED LINES OF MORRIS AVENUE AND TERRACE ST IS AS FOLLOWS:
COM AT SW COR LOT 19 BLK 309
TH NELY ALG N LINE CLAY AVE 338.40 FT FOR POB
OF WLY LINE TERRACE ST
TH N 34D 01M 00S W 190.25 FT
TH NWLY ALG SWLY LINE TERRACE ST
ON ARC OF 482.50 FT RAD CURVE TO LEFT 221.25 FT
(LONG CHORD BEARS N 50D 40M W 219.27 FT)
TH N 63D 48M W ALG SWLY LINE TERRACE ST 284.90 FT

ATTACHMENT A (cont)

TH N 63D 48M W ALG SWLY LINE TERRACE ST 211.80 FT
TH WLY ALG ARC OF 82 FT RAD CURVE TO LEFT 128.47 FT
(LONG CHORD BEARING S 71D 19M W 115.73 FT
TO SELY LINE MORRIS AVE)
AND POE OF WLY LINE TERRACE ST RELOCATED

SCHEDULE "B"

February 15, 2003	\$40,000 (waived)
February 15, 2004	\$40,000 (waived)
February 15, 2005	\$40,000
February 15, 2006	\$40,000
February 15, 2007	\$40,000
February 15, 2008	\$40,000
February 15, 2009	\$40,000
February 15, 2010	\$40,000
February 15, 2011	\$40,000
February 15, 2012	\$40,000
February 15, 2013	\$40,000
February 15, 2014	\$40,000

CITY OF MUSKEGON
Resolution No. 2002-108(c¹³)

Resolution Confirming Special Assessment Roll for
Downtown Muskegon Development Co.

The City Commission of the City of Muskegon hereby RESOLVES:

Having met on September 24, 2002, at 5:30 p.m. at the City Commission Chambers and no affected property owner having protested, and the City Commission having reviewed the request of Downtown Muskegon Development Co., the property owners of all affected property, and the City Commission having reviewed the special assessment roll;

NOW, THEREFORE, THE CITY COMMISSION RESOLVES:

That the special assessment roll presented for consideration by the Commission is hereby adopted and confirmed.

The special assessment is hereby levied and the Mayor is directed by this resolution to provide his warrant to the Assessor and to the City Treasurer for further proceeding.

This resolution adopted.

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

Nays None

CITY OF MUSKEGON

By Gail A. Kundinger
Gail A. Kundinger, Its Clerk

CERTIFICATE

This resolution was adopted at a meeting of the City Commission, held on September 24, 2002. 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.

Gail A. Kundinger
Gail A. Kundinger, Clerk

REQUEST FOR AMENDMENT TO SPECIAL ASSESSMENT ROLL

NOW COMES Downtown Muskegon Development Co., the owner of _____, and requests that the Special Assessment Roll dated September 24, 2002 (attached as Schedule "B"), be adopted and instruct and authorize the City Treasurer with the advice of the City Assessor to allocate the assessment.

By _____
Its Chm A. McGee
President

Commission Meeting Date: September 24, 2002

Date: September 18, 2002
To: Honorable Mayor & City Commission
From: Planning & Economic Development Department
**RE: Development Agreement with the Archimedes
Group-Medical Arts LLC.**

SUMMARY OF REQUEST: To approve the attached Development Agreement with the Archimedes Group-Medical Arts LLC.

FINANCIAL IMPACT: If Archimedes Group-Medical Arts LLC fails to develop the Medical Arts building in accordance with the development agreement, it will pay a special assessment of \$14,000 per year to the City while the Renaissance Zone is in effect.

BUDGET ACTION REQUIRED: None at this time.

STAFF RECOMMENDATION: To not approve the attached development agreement. Michigan Economic Development Corporation staff has recommended approval of the Muskegon Mall Renaissance Zone, with the condition that the Medical Arts building be removed.

COMMITTEE RECOMMENDATION:

DEVELOPMENT AGREEMENT
CITY OF MUSKEGON RENAISSANCE ZONE

2002-108(c¹⁴)

THIS IS AN AGREEMENT between the CITY OF MUSKEGON, a municipal corporation, of 933 Terrace Street, Muskegon, Michigan 49441 ("City") and The Archimedes Group- Medical Arts LLC , a limited liability company of 525 W. Norton, Muskegon, Michigan.

Recitals:

A. The City has received an application from the Company and intends to consider the location in a Renaissance Zone by the Company, and as a condition thereof this Agreement must be approved and executed by the Company prior to the establishment of the Renaissance Zone. Upon approval of Renaissance Zone status for the Property, the City will sign this Agreement. The City deems this Agreement to constitute a necessary element in the City's determination regarding the location of Company in the Renaissance Zone, and the City relies upon the undertakings of Company in the Agreement to allow and to continue the Renaissance Zone status of the Company.

B. The Company intends to install the projects set forth in its Application for Renaissance Zone location and approval. The Company understands that the City relies upon the undertakings of the Company in the Agreement to establish and to continue the Company's status as a Renaissance Zone Company.

NOW THEREFORE THAT PARTIES AGREE:

1. **DOCUMENTS ATTACHED.** Included in this Agreement are the following documents which have been collected and relied upon by the parties:
 - 1.1 The Application for Renaissance Zone Designation filed by The Archimedes Group- Medical Arts LLC.
 - 1.2 Copy of the Renaissance Zone Act, as amended to date.
 - 1.3 City of Muskegon Development Agreement Policy for Expanding Existing or Establishing New Renaissance Sub-Zones.
 - 1.4 Exhibit containing Site/Building requirements for this project, applying Article VII of the Development Agreement Policy.
 - 1.5 Special assessment agreement.

2. COMPANY AGREEMENT. The Company agrees to the following commitments which it shall perform in a timely and reasonably acceptable manner.
- 2.1 Private investment in the amount of at least \$885,000 within three years from the property's designation of Renaissance Zone status by the State Of Michigan.
- 2.1.1 Eligible costs which may count toward the \$885,000 investment include: Improvements to existing structure on the property, and any other costs agreed upon by the City and the applicant. Ineligible items include maintenance costs and demolition costs.
- 2.1.2 Minimum investment amounts per year are agreed to be:
- | | |
|-----------|-----------|
| Year 2003 | \$300,000 |
| Year 2004 | \$250,000 |
| Year 2005 | \$250,000 |
- 2.2 The performance of all other undertakings set forth in the application.
- 2.3 Assurance and completion of the payment of all real and personal property taxes due for all years prior to the creation of the Renaissance Zone on the properties.
- 2.4 Cooperation with City representatives to supply all requested and required documentation necessary in the City's reasonable judgment to determine compliance with the undertakings set forth in this Agreement and its attachments.
- 2.5 The Company shall take all required precautions to avoid the release of any hazardous substance in violation of any environmental law on its premises, and shall report any releases to the appropriate authority in a timely and complete manner. Providing copies of said documents to the City. It shall comply with all orders and actions of any governmental agency having authority. The company would retain any rights and remedies under the law.

- 2.6 The Company shall improve the properties and improvements, as contemplated in Article VII of the Development Agreement Policy, in accordance with the provisions of the Exhibit attached covering Site/Building requirements. These requirements shall be in addition to any zoning or site plan requirements of the Planning Commission or City Commission.
3. AGREEMENT BY THE CITY. Provided this Agreement has been executed and further provided all applications concerning Renaissance Zone status have been properly filed, the City shall, in a timely manner, proceed with the appropriate meetings or applications including as necessary the State of Michigan Renaissance Zone Review Board, and with all local review entities by law. The City may consider this agreement in a meeting separate from and prior to the meeting in which the City or any entity considers the creation of the district or approval of the applicant for Renaissance Zone status.
4. EVENTS OF DEFAULT. The following actions or failures to comply shall be considered events of default by the Company.
- 4.1 Failure to meet any of the commitments set forth above.
- 4.2 Failure to afford to the City the documentation and reporting required.
- 4.3 The failure to create or retain jobs, meet affirmative action goals or expend the funds on equipment and improvements as represented in the attachments within the times required hereby.
- 4.4 The bankruptcy or insolvency of the Company.
- 4.5 The failure to pay any taxes other than those exempted by the Renaissance Zone Act, and the failure to pay any special assessments levied on the Company's property timely after levy or final appeal.
- 4.6 The violation of any provisions, promises, commitments, considerations or covenants of this Agreement.

5. REMEDIES ON DEFAULT. In the event of any of the above defaults the City shall have the following remedies which it may invoke without notice, except as may be reasonably required by the Company's rights to due process. The amounts due by reason of the exercise of the remedies, shall be payable by a special assessment as outlined in the attached Special Assessment agreement.
- 5.1 In the event of default and after investigation of the facts and a public hearing, the Company shall be immediately liable for the amounts below, to be paid forthwith to the City, and the Renaissance Zone status of the Company shall be revoked or void, with the following consequences:
- 5.1.1 The Company shall begin making payments, as outlined in the attached Special Assessment agreement, to the City, the amount of \$14,000 per year. The assessment will not be charged during the first three years of Renaissance Zone designation, pending substantial completion of the proposed project. If substantial progress has not been made within those three years, the Company shall be liable for payment of the assessment for those three years plus future year's assessments.
- 5.1.2 The Company shall pay to the State of Michigan all amounts of the corporate income tax which have been abated under the Renaissance Zone Act, if any.
- 5.1.3 The Company shall immediately pay to the City any corporate City income tax which have been abated under the Renaissance Zone Act, if any.
- 5.2 Failure to Install Improvements. In the event the improvements, renovations and the equipment have not been substantially completed or installed by the time set forth in the attachments, the Special Assessment shall be paid to the City.
- 5.3 Failure to Expend the Funds Represented. Whether or not the installations have been completed, if the Company has not expended the funds it has represented on its application that it would invest for the installation of equipment, the Company shall pay the Special Assessment to the City.

5.4 Other Violations. For any material violations of this Agreement, the City reserves the right to seek declaration by a court or entity with authority that the Special Assessment shall be paid to the City.

5.5 Special Assessment. For any amount to be paid to the City as a result of default by the Company, the Company consents that the City shall have a personal action against the Company and for the said amount, and in addition, cumulatively, and not by election, the City shall have a special assessment lien on all the property of the Company, personal and real, located in the City, for the collection of the amounts due as and in the manner of property taxes.

5.6 City Considerations for Determination in Matters of Default. The City shall not unreasonably take any action which may result in invocation of the remedies above. It shall take the following factors into consideration:

5.6.1 The economic conditions, if any, reasonably known to the City, which are found to be directly related to the default or circumstance causing the proposed action by the City.

5.6.2 The performance of the Company in meeting the commitments and requirements of the Application, the submitted materials, and the provisions of the Certificate and this Agreement.

5.6.3 Whether the effect on the City's finances of the Company's actions is material and substantial.

5.6.4 Whether the circumstances affecting the status of the company was created by occurrences beyond the control of the Company or could have been avoided, and, in particular, whether the Company could economically and feasibly continue to perform as required by this Agreement.

6. Governing Law. This Agreement shall be construed and enforced in accordance with the laws of the State of Michigan applicable to

contracts made and to be performed within the State of Michigan, and in particular the Renaissance Zone Act of the State, as amended.

7. Counterparts. This Agreement may be executed in one or more counterparts. Notwithstanding such execution all such counterparts shall constitute one and the same Agreement.
8. Benefits. This Agreement shall be binding upon and inure to the benefit of the respective parties, their successors and personal representatives.
9. Effective Date. This Agreement shall be effective on the date the State of Michigan grants the Renaissance Zone expansion.
10. Invalidity. In the event any provision of this agreement is declared invalid by a court or tribunal having competent jurisdiction, the remainder of the agreement shall remain in full force and effect.

CITY OF MUSKEGON,
a municipal corporation

By _____
Stephen Warmington, Mayor

and _____
Gail A. Kunding, Clerk

Dated: _____, 2002

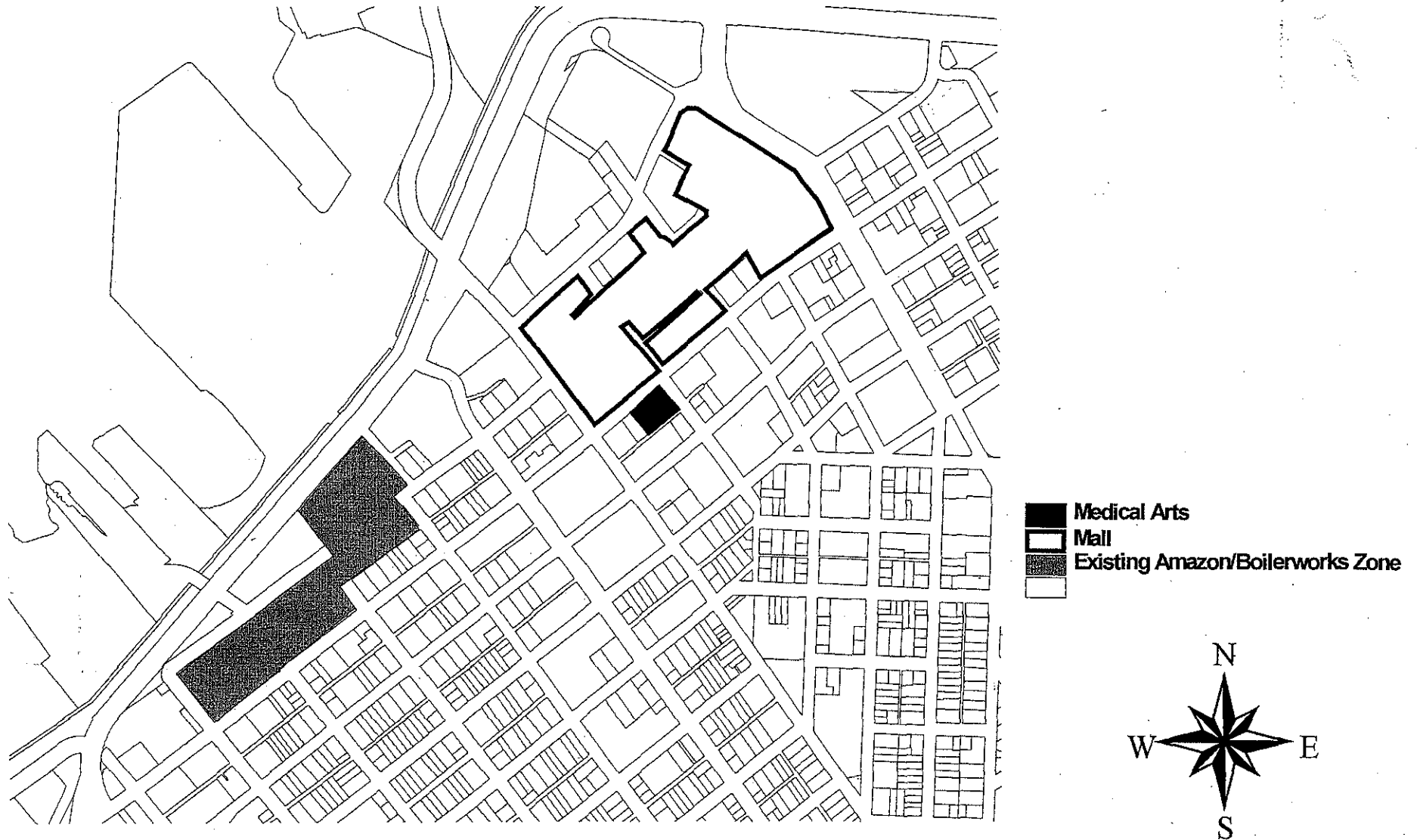
Archimedes Group- Medical Arts LLC

By _____
Its _____

and _____
Its _____

Dated: _____, 2002

Proposed Mall Renaissance Zone Including Medical Arts building



Commission Meeting Date: September 24, 2002

Date: September 18, 2002
To: Honorable Mayor & City Commission
From: Planning & Economic Development Department
**RE: Consent Assessment Agreement with the
Archimedes Group-Medical Arts LLC.**

SUMMARY OF REQUEST: To approve the attached Consent Assessment Agreement with the Archimedes Group-Medical Arts LLC.

FINANCIAL IMPACT: If Archimedes Group-Medical Arts LLC fails to develop the Medical Arts building in accordance with the development agreement, it will pay a special assessment of \$14,000 per year to the City while the Renaissance Zone is in effect.

BUDGET ACTION REQUIRED: None at this time.

STAFF RECOMMENDATION: To not approve the attached special assessment agreement. Michigan Economic Development Corporation staff has recommended approval of the Muskegon Mall Renaissance Zone, with the condition that the Medical Arts building be removed.

COMMITTEE RECOMMENDATION:

CITY OF MUSKEGON

SPECIAL ASSESSMENT ROLL

2002-108(c¹⁵)

Archimedes - Medical Arts. Special Assessment District No. 1

The undersigned, pursuant to the direction of the City Commission, and based upon the request and consent of Archimedes Group- Medical Arts LLC, hereby levies a special assessment on the property described in Schedule "A" attached hereto. The following properties are hereby assessed for the said costs:

OWNER	PROPERTY NO.	ASSESSMENT
Archimedes Group – Medical Arts LLC	61-24-205-327-0001-00	\$168,000 Total

Installment Payments. The annual principal installments shall be paid over a period of twelve (12) years. Each said annual payment shall be made on or before February 15. If Archimedes Group –Medical Arts LLC has fully complied with its obligations pursuant to the Development Agreement for Renaissance Zone status between it and the City, executed on or about

September 24, 2002, this special assessment and the consent thereto is void. The payments scheduled for February 15, 2003, 2004, and 2005 are waived pending Archimedes Group-Medical Arts LLC's compliance with the terms of the Development Agreement. In the event Archimedes Group- Medical Arts LLC is in default under the terms of that agreement, the required special assessment shall be due and payable in accordance with Schedule B, including amounts temporarily waived in 2003, 2004, and 2005 pending compliance with the Agreement.

Acceleration. In the event any annual installment is not timely paid, the entire balance of the assessment, plus interest to accrue at 5 % per annum, shall become immediately due and payable. This provision shall apply to the annual installment of the original and unpaid assessment.

Deposit and Investment of Assessment Payments. Assessment payments received shall be held and used by the City in such funds as may be required by the Renaissance Zone Act.

Certification

The above special assessment roll was confirmed on September 24, 2002, at a regular meeting held at the City Hall. 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.

Date: September _____, 2002

CITY OF MUSKEGON

By _____
Gail A. Kunding, Its Clerk

Endorsement and Warrant

The above special assessment roll was confirmed on September 24, 2002, and is hereby endorsed. Warrant is hereby issued to the City Treasurer to collect same in accordance with its terms.

Date: September _____, 2002

CITY OF MUSKEGON

By _____
Stephen J. Warmington, Its Mayor

Consent to Special Assessment

The Special Assessment approved by the City Commission for the City of Muskegon is being done based upon the request of Archimedes Group- Medical Arts LLC, owner of all property described in Schedule A.

By _____

Its _____

SCHEDULE "A"

Property Description

CITY OF MUSKEGON REVISED PLAT OF 1903 LOTS 1 & 2 BLK 327 MEDICAL
ARTS CENTER; and
CITY OF MUSKEGON REVISED PLAT OF 1903 LOT 3 BLOCK 327

SCHEDULE "B"

February 15, 2003	\$14,000 (waived)
February 15, 2004	\$14,000 (waived)
February 15, 2005	\$14,000 (waived)
February 15, 2006	\$14,000
February 15, 2007	\$14,000
February 15, 2008	\$14,000
February 15, 2009	\$14,000
February 15, 2010	\$14,000
February 15, 2011	\$14,000
February 15, 2012	\$14,000
February 15, 2013	\$14,000
February 15, 2014	\$14,000

CITY OF MUSKEGON
Resolution No. _____

Resolution Confirming Special Assessment Roll for
Archimedes Group- Medical Arts LLC

The City Commission of the City of Muskegon hereby RESOLVES:

Having met on September 24, 2002, at 5:30 p.m. at the City Commission Chambers and no affected property owner having protested, and the City Commission having reviewed the request of Archimedes Group- Medical Arts LLC, the property owners of all affected property, and the City Commission having reviewed the special assessment roll;

NOW, THEREFORE, THE CITY COMMISSION RESOLVES:

That the special assessment roll presented for consideration by the Commission is hereby adopted and confirmed.

The special assessment is hereby levied and the Mayor is directed by this resolution to provide his warrant to the Assessor and to the City Treasurer for further proceeding.

This resolution adopted.

Ayes _____
Nays _____

CITY OF MUSKEGON

By _____
Gail A. Kunding, Its Clerk

CERTIFICATE

This resolution was adopted at a meeting of the City Commission, held on September 24, 2002. 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.

Gail A. Kunding, Clerk

REQUEST FOR AMENDMENT TO SPECIAL ASSESSMENT ROLL

NOW COMES Archimedes Group- Medical Arts LLC, the owner of 315 West Clay (61-24-205-327-0001-00) , and requests that the Special Assessment Roll dated September 24, 2002 (attached as Schedule "B"), be adopted and instruct and authorize the City Treasurer with the advice of the City Assessor to allocate the assessment.

By _____

Its _____

Commission Meeting Date: September 24, 2002

Date: September 18, 2002
To: Honorable Mayor & City Commission
From: Planning & Economic Development Department
**RE: Resolution Granting Renaissance Zone status to
the Muskegon Mall and ~~Associated properties~~**

SUMMARY OF REQUEST: To approve the attached resolution granting Renaissance Zone status to the Muskegon Mall and ~~associated~~ properties.

FINANCIAL IMPACT: It is estimated that the tax loss to the City will be about \$9,800 per year for the Mall itself and about \$800 for the Medical Arts building.

BUDGET ACTION REQUIRED: None at this time.

STAFF RECOMMENDATION: To approve the attached resolution but to exclude the Medical Arts building .

COMMITTEE RECOMMENDATION:

MUSKEGON CITY COMMISSION

**RESOLUTION APPROVING CREATION OF THE MUSKEGON MALL
RENAISSANCE ZONE**

WHEREAS, pursuant to Public Act 376 of 1996, as amended, existing Round II Renaissance Zones have been enabled to modify existing and create new sub-zones (up to 10); and

WHEREAS, the City of Muskegon is committed to the economic growth and well being of its residents; and

WHEREAS, the City of Muskegon is in agreement with the concepts of Renaissance Zones and desires to utilize such zones for the revitalization of certain areas within the City: and

WHEREAS, the City of Muskegon has adopted a policy governing the expansion of existing and the creation of new subzones; and

WHEREAS, Downtown Muskegon Development Co. has entered into a development agreement with the City of Muskegon governing the creation of the Muskegon Mall Renaissance Zone; and

WHEREAS, the City of Muskegon wishes to establish the boundaries of the Muskegon Mall Zone to include property commonly known as the Muskegon Mall, property to wit:

**Muskegon Mall
Attachment A**

NOW THEREFORE BE IT RESOLVED, that the Muskegon City Commission hereby approves the establishment of the Muskegon Mall Zone to include property commonly known as the Muskegon Mall.

BE IT FURTHER RESOLVED, that the Muskegon City Commission, in accordance with P.A. 376 of 1996, as amended, consents to the exemption of all taxes levied against all property located within or persons residing within the Muskegon Mall property and is aware that the following estimated property tax revenue forfeiture will result by placing said property in a Renaissance Zone during the first full year of operation.

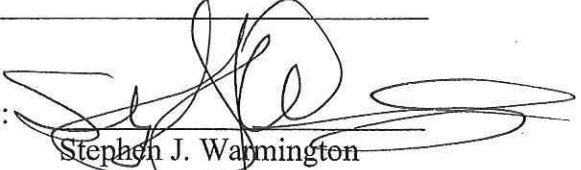
Muskegon Mall

1) City of Muskegon	\$10,000
2) Muskegon County	\$6,500
3) Muskegon Community College	\$2,200
4) Muskegon Area ISD	\$2,700
5) Muskegon Public Schools	\$18,000
6) State School Aid Millage	\$6,000
7) Total of all jurisdictions	\$45,400

Adopted this 24th day of September, 2002.

AYES: Shepherd, Spataro, Warmington, Buie, Gawron, Larson, Schweifler
NAYS: None
ABSENT: None

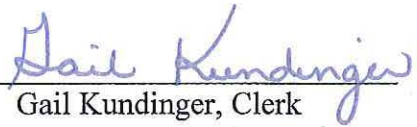
By:


Stephen J. Warmington

Attest:


Gail Kunderinger, Clerk

I hereby certify that the foregoing constitutes a true and complete copy of a resolution adopted by the Muskegon City Commission, County of Muskegon, Michigan, at a regular meeting held on September 24, 2002.


Gail Kunderinger, Clerk

ATTACHMENT A

CITY OF MUSKEGON
 REVISED PLAT OF 1903
 MUSKEGON MALL PROPERTY
 THAT PART OF
 BLK 309, BLK 310, BLK 311,
 BLK 312, BLK 559, BLK 560,
 BLK 561, BLK 564,
 AND BLK 565 DESC AS
 ENTIRE BLK 309
 LYING WLY OF WLY LINE TERRACE ST AS RELOCATED
 (WLY LINE OF TERRACE ST RELOCATED DESC AT END OF DESC)
 INCLUDING E/W AND N/S ALLEYS VACATED IN SD BLK
 ALSO BLK 310 LOTS 1 TO 11 INCLUSIVE
 AND NLY 1/2 OF VAC E/W ALLEY ADJ THERE TO
 AND LOT 18 AND SLY 1/2 OF E/W ALLEY ADJ THERE TO SD BLK 310
 ALSO ENTIRE BLK 311 EXC E/W ALLEY IN SD BLK
 ALSO ENTIRE BLK 312 INCLUDING ALL VAC ALLEYS IN SD BLK
 ALSO LOTS 7 TO 16 INCLUSIVE BLK 559
 LYING SLY OF MORRIS ST AND WLY OF TERRACE ST AS RELOCATED
 (SEE DESCRIPTION OF MORRIS/TERRACE BELOW)
 ALSO ENTIRE BLK 560 INCLUDING VAC ALLEY IN SD BLK
 ALSO LOTS 3 TO 15 BLK 561 LYING SELY OF SELY LINE MORRIS ST
 AND SELY 1/2 OF VAC 18 FT ALLEY THAT RUNS SW TO NE IN SD BLK 561
 ALSO LOTS 1 AND 2 AND LOT 7 AND LOTS 8 TO 13 INCLUSIVE BLK 564
 ALSO LOTS 1 TO 18 INCLUSIVE BLK 565
 AND ENTIRE VAC ALLEY ADJ TO LOTS 3 TO 15 INCLUSIVE SD BLK 565
 ALSO INCL ENTIRE VAC WESTERN AVE
 ELY OF 3RD ST AND WLY OF TERRACE ST AS RELOCATED
 ALSO INCL VAC JEFFERSON ST N OF CLAY AVE
 ALSO INCL VAC JEFFERSON ST N OF WESTERN AVE
 AND S OF MORRIS AVE
 ALSO INCL VAC MARKET ST WLY OF TERRACE ST (RELOCATED) AND ELY OF A LINE DESC AS BEG AT
 SE COR LOT 2 BLK 561
 TH SELY ALD E LINE SD LOT 2 IF EXTENDED 33 FT
 TH SWLY ALG C/L OF MARKET ST
 TO INTERSECTION WITH WESTERN AVE FOR POE OF SD LINE
 ALSO INCL SWLY 1/2 OF VAC 1ST ST
 ADJ TO LOTS 13 14 AND ALLEY IN BLK 311
 ALSO INCL ENTIRE VAC FIRST STREET
 LYING N OF NLY ALLEY SD BLK 311
 AND S OF A LINE DESC AS
 COM AT NE COR LOT 13 BLK 564
 TH NE ALONG EXTENTION OF N LINE SD LOT 13 10 FT M/L
 TH S 86D 00M 00S E 5.66 FT
 TH S 41D 33M 00S E 43.1 FT
 TH S 86D 00M 00S E 17.9 FT
 TH N 49D 00M 00S E 199.83 FT TO POE OF SD LINE
 ALSO INCL THAT PART OF 2ND ST
 LYING SLY OF SLY LINE OF ALLEY IN BLK 565
 IF EXTENDED ELY TO NW COR LOT 8 BLK 564
 ALSO INCL THAT PART OF SWLY 1/2 OF 2ND ST
 ADJ TO LOT 18 BLK 565 AND LOT 8 BLK 564
 (RELOCATED LINES OF MORRIS AVENUE AND TERRACE ST IS AS FOLLOWS:
 COM AT SW COR LOT 19 BLK 309
 TH NELY ALG N LINE CLAY AVE 338.40 FT FOR POB
 OF WLY LINE TERRACE ST
 TH N 34D 01M 00S W 190.25 FT
 TH NWLY ALG SWLY LINE TERRACE ST
 ON ARC OF 482.50 FT RAD CURVE TO LEFT 221.25 FT
 (LONG CHORD BEARS N 50D 40M W 219.27 FT)
 TH N 63D 48M W ALG SWLY LINE TERRACE ST 284.90 FT

ATTACHMENT A (cont)

TH N 63D 48M W ALG SWLY LINE TERRACE ST 211.80 FT
TH WLY ALG ARC OF 82 FT RAD CURVE TO LEFT 128.47 FT
(LONG CHORD BEARING S 71D 19M W 115.73 FT
TO SELY LINE MORRIS AVE)
AND POE OF WLY LINE TERRACE ST RELOCATED

FINAL
09/24/02

DEVELOPMENT AGREEMENT
CITY OF MUSKEGON RENAISSANCE ZONE

THIS IS AN AGREEMENT between the CITY OF MUSKEGON, a municipal corporation, of 933 Terrace Street, Muskegon, Michigan 49441 ("City") and SEAWAY INDUSTRIAL PARK, L.C., a Michigan limited liability company, of 4633 Patterson, S.E., Suite B, Grand Rapids, Michigan 49512 ("Company").

Recitals:

A. The City has received an application from the Company and intends to consider the location in a Renaissance Zone by the Company, and as a condition thereof this Agreement must be approved and executed by the Company prior to the establishment and location of the business in the Renaissance Zone. Upon final approval of Renaissance Zone status for the property, the City will sign this Agreement and the Real Estate Purchase Agreement. The City deems this Agreement to constitute a necessary element in the City's determination regarding the sale of the Property to the Company, and the City relies upon the undertakings of Company in this Agreement to allow the Renaissance Zone status of the property.

B. The Company intends to install the project set forth in its Application for Renaissance Zone location and approval. The Company understands that the City relies upon the undertakings of the Company in this Agreement to establish the Company's status as a purchaser of property in the Renaissance Zone.

NOW, THEREFORE, THE PARTIES INCORPORATING THE ABOVE RECITALS, AGREE:

1. DOCUMENTS ATTACHED. Included in this Agreement are the following documents which have been collected and relied upon by the parties:

- 1.1 The Application prepared and filed by Company.
- 1.2 Copy of the Renaissance Zone Act, as amended to date.
- 1.3 City of Muskegon **Development Agreement Policy for Expanding Existing or Establishing New Renaissance Sub-Zones.**
- 1.4 Exhibit containing Site/Building requirements for this project applying Article VII of the Development Agreement Policy.
- 1.5 Real Estate Purchase Agreement.

2. COMPANY AGREEMENT. The Company agrees, subject to the terms of this Agreement and the Real Estate Purchase Agreement, to the following commitments, which it shall perform in a timely and reasonably acceptable manner:

2.1 Execution of the Real Estate Purchase Agreement attached as Exhibit A simultaneously with the execution of this Agreement, and delivery of both to the City.

2.2 Construction of the building as required in the Real Estate Purchase Agreement subject to review and modification by the City Planning Commission and/or City Commission. The design and landscaping of the site shall be subject to the approval of the City, the City to reasonably apply its zoning, site plan, and other land use requirements.

2.3 The restriction that seventy-five percent (75%) of the square footage of the buildings, whether owned by Company or a successor owner(s) shall be used for "manufacturing purposes." Office space and warehousing of stored raw or finished goods strictly ancillary to manufacturing on this site is included in the "manufacturing purposes" square footage requirement.

2.4 The investment in the amount of Three Million Three Hundred Thousand Dollars (\$3,300,000) (the "Investment Objective").

2.5 The creation of 60 jobs (the "Employment Objective") within the first two years of operation. This number will include the transfer of jobs from other municipalities and transferred from another location in the City, but limited to one transferred job within the City per one new job. The City may grant a one-year extension, in its sole discretion, after taking into account all of the circumstances relevant to such extension.

2.6 The closing of the purchase of the real property described in the Real Estate Purchase Agreement (the "Property").

2.7 Cooperation with City representatives to supply all requested and required documentation necessary in the City's reasonable judgment to determine compliance with the undertakings set forth in this Agreement and its attachments.

2.8 During the two (2) years after closing of the Property, the production and utilization of improvements as set forth in the attachments shall be sustained and maintained.

2.9 The Company shall take all required precautions to avoid the release of any hazardous substance in violation of any environmental law on its premises, and shall report any releases to the appropriate authority in a timely and complete manner as required by law, providing copies of said documentation to the City. Subject to its rights to contest any proposed orders and actions, the Company shall comply with all orders and actions of any governmental agency having authority.

2.10 During the entire period for which the Renaissance Zone is in effect, the Company shall maintain the improvements so as to minimize physical or functional obsolescence.

2.11 The Company shall improve the properties and improvements, as contemplated in Article VII of the Development Agreement Policy, in accordance with the provisions of the Exhibit attached covering Site/Building requirements. These requirements shall be in addition to any zoning or site plan requirements of the Planning Commission or City Commission.

2.12 As deemed appropriate by the Company, the Company shall file a Master Deed with respect to some portion or all of the Properties and create a condominium project. In addition to the best efforts of the Company concerning tenants or buyers of Condominium Units (set forth in Section 2.14 below), the Master Deed and other Condominium documents, including, without limitation, Association Bylaws, shall require that every unit owner and its occupant(s) in the Condominium Units agree(s) to and is(are) bound by, this Development Agreement as it may apply, its attachments, and all Renaissance Zone requirements.

2.13 Company shall attempt to acquire property commonly referred to as "Ernie's Car Lot," being tax parcel no. _____.

2.14 Company agrees that it shall and will use its best efforts to cause all tenants or buyers of condominiumized property to comply with Renaissance Zone requirements, including that tenants/buyers may not re-locate to this site from sites within the City except pursuant to Section 2.5 hereof.

2.15 Company shall obtain and deliver the Guaranty Document required in Section 5.6 of this Agreement.

2.16 Performance of the Company's obligations under this Agreement and the Real Estate Purchase Agreement is subject to events of force majeure.

3. AGREEMENT BY THE CITY. The City agrees to the following commitments which it shall perform in a timely and reasonably acceptable manner:

3.1 Provided this Agreement has been executed by the Company and further provided all applications concerning Renaissance Zone status have been properly filed by the Company, the City shall, in an expeditious and timely manner, proceed with the appropriate meetings or applications including as necessary the State of Michigan Renaissance Zone Review Board, and with all local review entities required by law, including the establishment of a Renaissance Zone designation for the property in question. The City may consider this Agreement in a meeting separate from and prior to

the meeting or meetings in which the City or any entity considers the creation of the district or approval of the applicant for Renaissance Zone status.

3.2 Execution, simultaneously with the execution of this Agreement, of the Real Estate Purchase Agreement (upon final approval of the Renaissance Zone Application).

4. EVENTS OF DEFAULT. The following actions or failures to comply, subject to events of force majeure, shall be considered events of default by the Company if not cured within thirty (30) days after receipt of written notice from the City of such act or failure to comply.

4.1 Failure to meet any of the commitments set forth above.

4.2 The failure to construct the building.

4.3 Failure to deliver to the City the documentation and reporting reasonably required.

4.4 The failure to satisfy the Investment Objective, or the Employment Objective, meet the affirmative action goals as set forth in attached Exhibit B hereto or expend the funds on improvements as represented in the attachments within the times required hereby.

4.5 During the first two (2) years after closing of the Property, the closing, or substantial closing, of manufacturing operations in this Renaissance Zone. Without limitation, closing includes removing operations to a location or locations outside the Renaissance Zone, abandonment of the buildings, or other actions which result in a substantial loss of jobs and production in the Zone.

4.6 The bankruptcy or insolvency of the Company.

4.7 Subject to the Company's right to contest any taxes or special assessments, the failure to pay any taxes other than those exempted by the Renaissance Zone Act, and the failure to timely pay any special assessments levied on the Company's property after levy or final appeal.

4.8 The violation of any material provisions, promises, commitments, considerations or covenants of this Agreement.

5. REMEDIES ON DEFAULT. In the event that any of the above uncured defaults occur within the first two (2) years after closing of the Property, but no sooner than six (6) months after the date set by this Agreement for completion of construction of the building by the Company, subject to events of force majeure, the City shall have the following remedies which it may invoke without notice, except as may be reasonably required by the Company's rights to due

process. The amounts due by reason of the exercise of the remedies by the City shall be claimed solely against the Guaranty Document required by this Agreement.

5.1 In the event of default as specified in section 4.2 above and after investigation of the facts and a public hearing, if appropriate, the City may file a claim against the Surety on the Guaranty Document for amounts set forth below, up to but not exceeding the amount of the Guaranty Document, to be paid by the Surety forthwith to the City, with the following consequences:

5.1.1 The Company shall cause the Surety to pay to the City, for pro rata distribution to any taxing unit which has not been reimbursed by the State or the State of Michigan, an amount equal to all real and personal property taxes which have been excused.

5.1.2 The Company shall cause the Surety to pay to the State of Michigan all amounts of the corporate income tax which have been abated under the Renaissance Zone Act, if any.

5.1.3 The Company shall cause the Surety to pay to the City any corporate City income tax which has been abated pursuant to the Renaissance Zone Act.

5.2 Failure to Construct. In the event the improvements have not been substantially completed or installed by the time set forth in this Agreement, the Company shall cause the Surety to reimburse the City, taxing units or State for all abated taxes on said property with respect to the portion of the improvements not substantially completed or installed.

5.3 Failure to Expend the Funds Represented. Whether or not the improvements have been completed, if the Company has not satisfied the Investment Objective, the Company shall show cause to the City why such failure has occurred.

5.4 Job Creation and Retention. In the event Employment Objective has not been satisfied, a pro rata amount of the Guaranty shall be paid by the Company or the Surety to the City (based upon \$5,000.00 per job to be created.), not to exceed the amount of the surety.

5.5 Other Violations. For any material violations of this Agreement, the City reserves the right to seek recovery under the Guaranty Document.

5.6 City Considerations for Determination in Matters of Default. The City shall not unreasonably take any action which may result in invocation of the remedies above. It shall take the following factors into consideration as mitigating factors:

5.6.1 The economic conditions, if any, reasonably known to the City, which are found to be directly related to the default or circumstance causing the proposed action by the City.

5.6.2 The performance of the Company in meeting the commitments and requirements of the Application, the submitted materials, and the provisions of the Certificate and this Agreement.

5.6.3 Whether the effect on the City's finances of the Company's actions is material and substantial.

5.6.4 Whether the circumstance affecting the status of the Company was created by occurrences beyond the control of the Company or could reasonably have been avoided, and, in particular, whether the Company could economically and feasibly continue to perform as required by this Agreement.

5.7 Performance Guarantee. The Company shall deposit with the City a Performance Guarantee, with a term expiring two years from the date a building permit is issued for the Property, in the form of a Surety Bond issued by a surety licensed in the State of Michigan (the "Surety") and acceptable to the City, (the "Guaranty Document"), in the amount of Two Hundred Sixty-Four Thousand Dollars (\$264,000). The Guaranty Document shall unconditionally obligate the Surety to pay an amount to the City in the event of default, to be equal to the taxes abated to the date of default, together with all taxes which may be abated for any subsequent period the default continues, plus any reasonable costs to the City caused by the failure of the Company to comply, including, without limitation, any reasonable costs of cure incurred by the City to bring the improvements on the property into compliance with this Agreement or planning or zoning requirements.

Notwithstanding any provision of this Agreement and its attachments or any other document or statute referenced herein, in no event shall the liability of the Company for any and all default hereunder exceed the amount of the Guaranty Document.

6. Governing Law. This Agreement shall be construed and enforced in accordance with the Laws of the State of Michigan applicable to contracts made and to be performed within the State of Michigan, and in particular the Renaissance Zone Act of the State, as amended.

7. Counterparts. This Agreement may be executed in one or more counterparts. Notwithstanding such execution all such counterparts shall constitute one and the same Agreement.

8. Benefit. This Agreement shall be binding upon and inure to the benefit of the respective parties, their successors and personal representatives. The Company shall have the right to assign this Agreement to any of its affiliates so long as Robert D. Grooters owns a

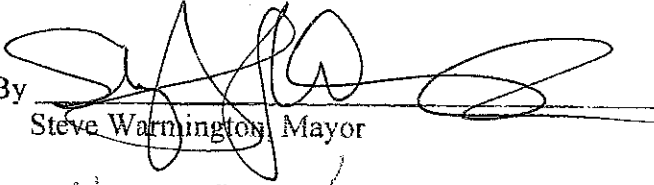
controlling interest in such affiliate. Except as so provided, there is no third party beneficiary intended upon the execution of this Agreement.

9. Effective Date. This Agreement shall be effective on the date the State of Michigan Administrative Board approves the amendment to the City of Muskegon/Muskegon Heights Renaissance Zone. In the event that (i) Renaissance Zone status is not granted by the State of Michigan Administrative Board by December 31, 2002, then this Agreement shall automatically terminate and be null and void, with neither party having any further obligations to the other.

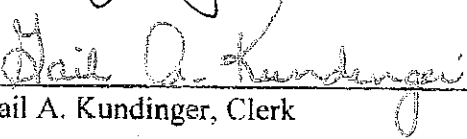
10. Invalidity. In the event any provision of this agreement is declared invalid by a court or tribunal having competent jurisdiction, the remainder of the agreement shall remain in full force and effect.

CITY OF MUSKEGON,
a municipal corporation

By


Steve Warrington, Mayor

and


Gail A. Kunderger, Clerk

Dated: 10/30, 2002

Seaway Industrial Park, L.C.
a Michigan Limited Liability Company.

By


Robert D. Grooters, Member

Dated: 10/30, 2002

EXHIBIT A

**REQUIREMENTS TO COMPLY WITH ARTICLE VII OF THE
DEVELOPMENT AGREEMENT POLICY**

1. Twenty foot wide landscape buffer along the entire Hackley Avenue, Park Street, and Young Street frontage. To meet Planning Commission approval.
2. Any new signs must meet the requirements of the Zoning Ordinance.

FINAL
09/24/02

REAL ESTATE PURCHASE AGREEMENT

THIS AGREEMENT is made October 30, 2002, by and between the **CITY OF MUSKEGON**, a municipal corporation, with offices at 933 Terrace, Muskegon, Michigan 49440 ("Seller"), and **SEAWAY INDUSTRIAL PARK, L.C.**, a Michigan limited liability company, with offices at 4633 Patterson, S.E., Suite B, Grand Rapids, Michigan 49512 ("Buyer").

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

See attached Exhibit A

Subject to the reservations, restrictions and easements of record, provided said reservations, restrictions and easements of record are acceptable to Buyer upon disclosure and review of the same.

2. **Purchase Price and Manner of Payment.** The purchase price for the Premises shall be as follows:

- a. At and upon closing, Buyer shall pay Seller Four Hundred Twenty Thousand Dollars (\$420,000.00) for the Premises.

3. **Taxes and Assessments.** Seller shall be responsible for taxes and assessments (general and special) that are due and payable at the time of Closing. Buyer shall be responsible for taxes, if any, which become due and payable after closing.

4. **Title Insurance.** Seller agrees to deliver to Buyer's attorney, within ten (10) days after the Effective Date, a commitment for title insurance, issued by Transnation Title Insurance Company, for an amount not less than the purchase price stated in this Agreement, guaranteeing title to the Premises on the conditions required herein. In the event the reservations, restrictions, easements or other matters of record disclosed by said title commitment are, in the sole discretion of Buyer, deemed unacceptable, Seller shall have fifteen (15) days from the date Seller is notified in writing of such title objections to remedy such objections to Buyer's satisfaction. If Seller resolves such title objections and remedies the title (by obtaining satisfactory title insurance or otherwise effecting curative measures acceptable to Buyer) within the time specified, Buyer agrees to complete this sale as herein provided, assuming all other contingencies are satisfied in Buyer's judgment or are waived by Buyer. If Seller fails to resolve

such title objections within the time above specified to Buyer's satisfaction or, fails to obtain satisfactory title insurance to Buyer's satisfaction, this Agreement will be terminated at Buyer's option. The premium for the owner's title policy shall be paid by Seller.

5. **Covenant to Construct Improvements and Use.** Buyer acknowledges that, as part of the consideration inuring to Seller, Buyer covenants and agrees to construct on the Premises one (1) building with a total of 140,000 square feet, up to all applicable codes. The square footage requirement will be reduced to the extent Seller's parking requirements prohibit meeting the square footage requirement. The building shall be constructed within twelve (12) months of the closing of this transaction and the issuance by the City of the necessary permits for the construction of the building. Buyer may only remove those trees necessary for construction of the building and entranceways. The building shall be substantially completed as provided within the time frames provided above and, in the event said substantial completion has not occurred, or the restriction of this paragraph relating to tree removal is violated, in the reasonable judgment of the Seller, the Seller's sole recourse shall be to proceed against the Guaranty Document as described in the Development Agreement City of Muskegon Renaissance Zone of even date herewith between Seller and Buyer (the "Development Agreement"). The covenants in this paragraph shall survive the closing and run with the land.

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

7. **Environmental Inspection.** At its own cost and expense, Buyer and its agents shall have the right, but not the obligation, to enter the Property to perform environmental investigations, studies, and tests which are permitted hereunder, to determine the environmental condition of the Property ("Environmental Inspection"); provided, however, that for purposes of conducting any environmental investigation, Buyer and its agents shall notify Seller, which shall have the option of accompanying Buyer or its agents during such Environmental Inspection. The Environmental Inspection shall be completed within twenty (20) days of execution of this Agreement, and Buyer shall have the right to obtain any BEA determination it deems appropriate. If Buyer is dissatisfied, in its sole discretion, with the Environmental Inspection, it may terminate this Agreement with no further obligations.

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

BUYER ACQUIRES THE PREMISES, THE PREMISES ARE TAKEN "AS IS," SUBJECT TO THE EXPRESS COVENANTS, CONDITIONS AND/OR EXPRESS WARRANTIES CONTAINED IN THIS PURCHASE AGREEMENT. BUYER WILL ACKNOWLEDGE AT AND UPON CLOSING THAT IT HAS PERSONALLY INSPECTED THE PREMISES AND IS SATISFIED WITH THE CONDITION OF THE LAND, AND THE BUILDINGS AND IMPROVEMENTS THEREON, AND THAT THE PROPERTY IS BEING PURCHASED AS A RESULT OF SUCH INSPECTION AND INVESTIGATION AND NOT DUE TO ANY REPRESENTATIONS MADE BY OR ON BEHALF OF SELLER. SELLER KNOWS OF NO HAZARDOUS SUBSTANCES OR CONTAMINATION EXCEPT FOR SUCH MATTERS AS HAVE BEEN DISCLOSED IN THE ENVIRONMENTAL REPORTS ON THE FORMER SMITH PACKING PROPERTY AND THE FORMER NORDSTROM/NEILSEN PROPERTIES WHICH HAVE BEEN FURNISHED OR MADE KNOWN TO BUYER, AND BUYER WAIVES ANY CLAIM AGAINST SELLER IN THE EVENT SUCH SUBSTANCES ARE OTHERWISE FOUND AND UNLESS SELLER MISREPRESENTED ITS KNOWLEDGE.

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

10. **Closing.** The closing date of this sale shall be within thirty (30) days of execution of this Agreement ("Closing"), subject to Buyer's right to extend Closing for an additional thirty (30) days upon written notice to Seller. The Closing shall be conducted at Transnation Title Insurance Company, 570 Seminole Road, Ste. 102, Muskegon, MI 49444. If necessary, the parties shall execute an IRS closing report at the Closing.

11. **Delivery of Deed.** Seller shall execute and deliver a quit claim deed to Buyer at Closing for the Premises and shall pay any transfer taxes due and owing. Such conveyance shall include all splits or division rights with respect to the Premises.

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

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

14. **Costs.** Seller shall be responsible to pay all applicable transfer taxes, if any, in the amount required by law. In addition, Seller shall be responsible to pay for the recording of any instrument that must be recorded to clear title to the Premises, to the extent required by this Agreement. Buyer shall pay for the cost of recording the deed to be delivered at Closing. The parties shall equally split the Transnation Title closing fee. Each party shall pay its own attorney fees.

15. **Contingencies.** Buyer's obligations under this Agreement are subject to and contingent upon satisfaction by Buyer in its sole discretion (or written waiver by Buyer) of the following conditions:

Approval of Renaissance Zone status of the Premises (and the property described in subparagraph 15.b. hereof) by the City of Muskegon and the State of Michigan Renaissance Zone Review Board no later than December 31, 2002;

In the event one or more of these conditions are not satisfied or waived, this Agreement shall automatically terminate with neither party having any further obligation to the other.

16. **General Provisions.**

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

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

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

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

e. **Successors.** All terms and conditions of this Agreement shall be binding upon the parties, their successors and assigns. Buyer shall have the right to assign this Agreement to one of its affiliates so long as Robert D. Grooters owns a controlling interest in such affiliate. Except as stated, there are no third party beneficiaries of this agreement.

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

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

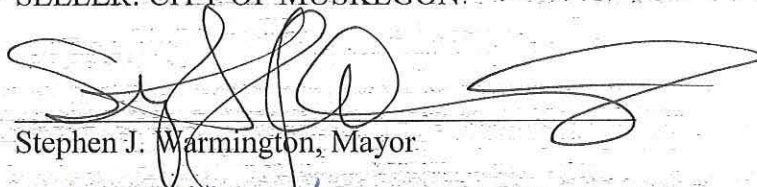
h. **Modification of the Agreement.** This Agreement shall not be amended except by a writing signed by Seller and Buyer.

i. **Authority.** Each party represents and warrants to the other that the persons executing and delivering this Agreement on their behalf are duly authorized to do so.

j. **Effective Date.** The Effective Date of this Agreement is the date that the last party hereto signs this Agreement.

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

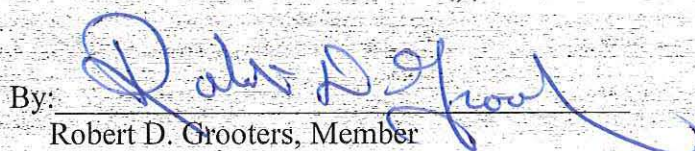
SELLER: CITY OF MUSKEGON.


Stephen J. Warmington, Mayor


Gail A. Kunding, Clerk 10/30/02

BUYER:

SEAWAY INDUSTRIAL PARK, L. C.

By: 
Robert D. Grooters, Member

#724776

EXHIBIT A

Description of property in the Seaway Industrial Park for development (Parcel I.D. _____):

EXHIBIT A

Description of property in the Seaway Industrial Park for development :

Easterly 200 feet of the West 426.07 feet of South 546.5 feet of Southeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$, Section 31 Town 10 North, Range 16 West, except the South 49.5 feet thereof.

Except that part which lies East of a line described as: Commencing at the West $\frac{1}{4}$ corner of Section 31, Town 10 North, Range 16 West, City of Muskegon, Muskegon County, Michigan thence South $89^{\circ} 49' 59''$ East 1231.46 feet along South line of the Northwest fractional $\frac{1}{4}$ of said Section 31 for point of beginning, being North $89^{\circ} 49' 59''$ West 120.43 feet from the Southeast corner of the West 426.07 feet of the South 546.5 feet of the Southeast $\frac{1}{4}$ of said Northwest fractional $\frac{1}{4}$ of Section 31. Thence North $00^{\circ} 10' 01''$ East 73.00 feet; thence Northerly 111.86 Feet on a 303.00 foot radius curve to the Right, Delta= $21^{\circ} 09' 11''$, Long Chord bearing North $10^{\circ} 44' 36''$ East 111.23 feet; thence North $21^{\circ} 19' 12''$ East 50.00 feet; thence Northerly 87.50 feet on a 237.00 foot radius curve to the left; Delta= $21^{\circ} 09' 11''$, Long Chord bearing North $10^{\circ} 44' 36''$ East 87.00 feet; thence North $00^{\circ} 10' 01''$ East 132.00 feet; thence North $89^{\circ} 49' 59''$ West 34.00 feet; thence North $00^{\circ} 10' 01''$ East 100.00 feet for point of ending on the North line of said South 546.5 feet of the Southeast $\frac{1}{4}$ of the Northwest fractional $\frac{1}{4}$ of Section 31, said point being North $89^{\circ} 49' 59''$ West 100.92 feet from the Northeast corner of said West 426.07 feet of the South 546.5 feet of the Southeast $\frac{1}{4}$ of the Northwest fractional $\frac{1}{4}$ of Section 31.

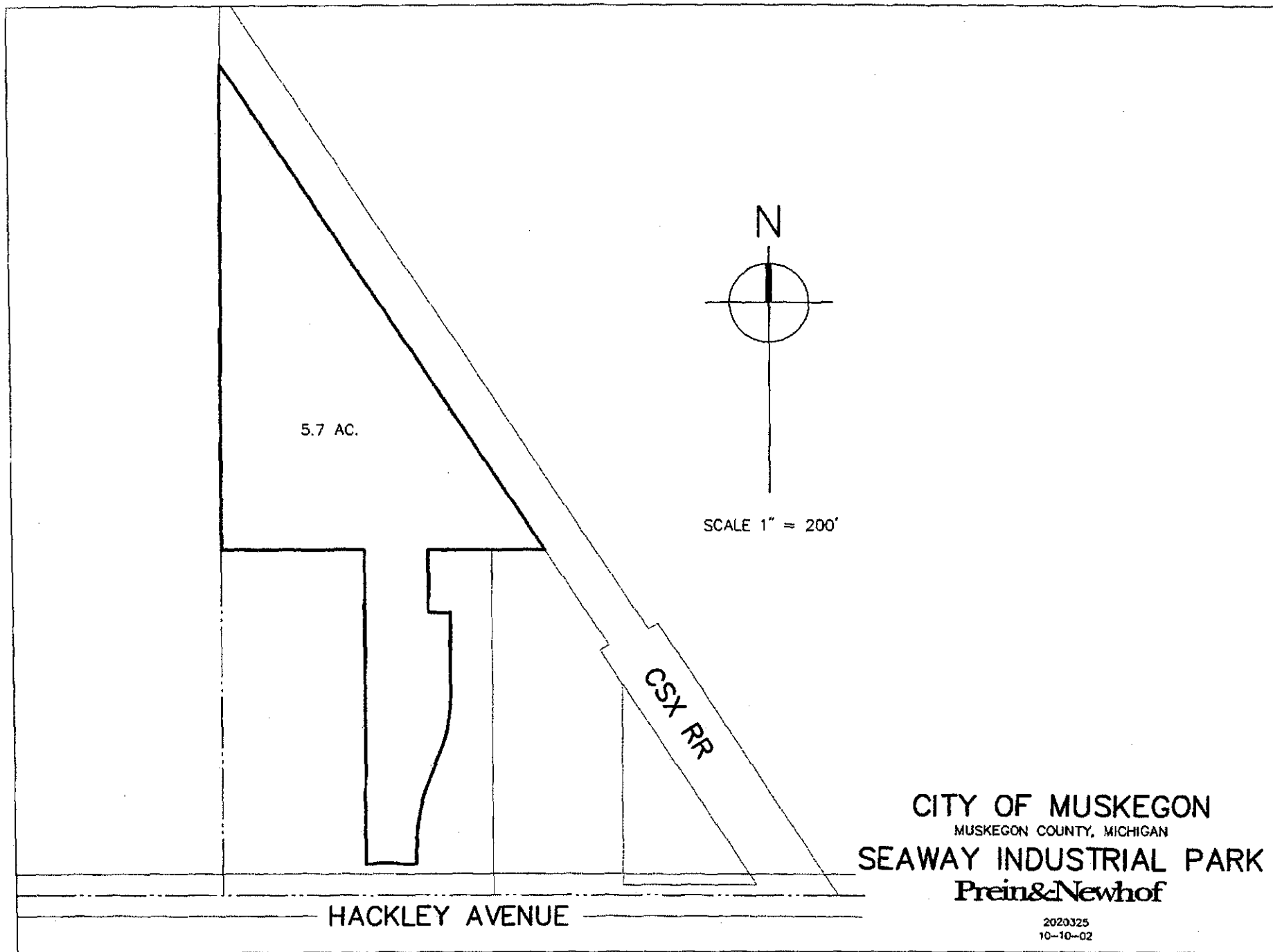
And Also,

That part of the Southeast $\frac{1}{4}$ of the Northwest fractional $\frac{1}{4}$ of Section 31, Town 10 North, Range 16 West, lying West of the C & O Railroad right of way, described as follows: Commence at the intersection of the East line of Glade Street and the North line of Lyman Street in the Plat of Alberts and Holthe Subdivision, as per plat of record in the office of the Register of Deeds for said County, thence East 172.3 feet, more or less to the Westerly right of way line of said railroad, said point being hereinafter referred to as Point "A", recommence at the place of beginning, thence South along the East line of Glade Street, said line also being the West line of said Southeast $\frac{1}{4}$ of the Northwest fractional $\frac{1}{4}$ of said Section 31, a distance of 499 feet more or less to the centerline of the alley running East and West through Block 6 of said Alberts and Holthe Subdivision, if said centerline was produced East, thence East along the centerline of said alley, if produced a distance of 506.6 feet, more or less to the Westerly right of way line of said railroad, thence Northwesterly along the Westerly right of way of said railroad to said Point "A", according to the Government Survey thereof, excepting therefrom a strip of land 20 feet in width lying Easterly of and adjacent to the East line of Glade Street over and across the North 74 feet of the above described premises, and further excepting therefrom the following described parcel of land: Commencing at a point on the Northwesterly right of way line of the C & O Railroad, which is due East from the Southeast corner of Lot 9, Block 2 of Alberts and Holthe Subdivision of part of the Southwest fractional $\frac{1}{4}$ of the Northwest fractional $\frac{1}{4}$, Section 31, Town 10 North, Range 16 West, thence southeasterly along said Railroad right of way, 150 feet, thence Southwesterly at right angles to said right of way line, 17 feet, thence Northwesterly at a distance of 17 feet from, measured at right angles, and parallel to said right of way, 160 feet, more or less to a point which is due West from point of beginning, thence due East to point of beginning.

And the Easterly 66 feet of the west 426.07 feet of the South 546.5 feet of the Southeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 31, Town 10 North, Range 16 West, lying West of C & O Railroad right of way, except the South 16.5 feet thereof.

And Also,

All that part of the North $\frac{1}{2}$ of the Southeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$, Section 31, Town 10 North, Range 16 West, described as beginning at a point on the East line of Glade Street, at the Northeast corner of Lyman Street extended Easterly and Glade Street thence Northerly along said East line of Glade Street to a point on a line which is 50 feet Southwesterly of and measured at right angles and parallel to the centerline of Pere Marquette Railroad main track, thence Southeasterly and parallel to said main track to a point which is directly opposite and East of point of beginning, thence West to point of beginning. Except any part thereof owned by the State Highway Commissioner of the State of Michigan.



Commission Meeting Date: September 24, 2002

Date: September 18 2002
To: Honorable Mayor & City Commission
From: Planning & Economic Development Department *ebc*
RE: Transfer of Property from Lakefront LLC to City of Muskegon

SUMMARY OF REQUEST: To approve the attached Property Transfer Agreement between the City of Muskegon and Lakefront LLC to transfer property on the former Teledyne site for City right-of-way, on the condition that any attachments not presently included in the document, are subsequently approved by the City's legal counsel.

FINANCIAL IMPACT: The property is being donated to the City/LDFA.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: To approve the attached Property Transfer Agreement, with the above conditions.

COMMITTEE RECOMMENDATION: None.

Property Transfer Agreement

2002-109(a)

This Agreement is made September 24, 2002 among **Lakefront Development, LLC** a Michigan limited liability company with principal offices at 175 W. Apple Ave. Muskegon, Michigan 49440 ("Lakefront"), the **City of Muskegon**, a municipal corporation with principal offices at 933 Terrace St. Muskegon, Michigan 49440 ("City") and the **Local Development Finance Authority of the City of Muskegon**, with principal offices at 933 Terrace St. Muskegon, Michigan 49440 ("LDFA") with reference to the following facts:

Background

A. Lakefront has entered into an Agreement of Purchase and Sale with Teledyne Industries, Inc. ("TDY") dated September 10, 1999 and amended by First Amendment to Agreement for Purchase and Sale dated December 10, 1999 (collectively, the "TDY Purchase Agreement") to purchase 34.2 acres of property in the City of Muskegon located along the shore of Muskegon Lake, the legal description of which is attached as Exhibit A (the "Property").

B. Lakefront plans to develop the Property as a site condominium development, substantially in accordance with a Planned Unit Development plan approved by the City (the "Development").

C. The decision of Lakefront to purchase the Property is directly related to the City's promise to construct the extension of Shoreline Drive ("Shoreline Drive Extension") such that existing Shoreline Drive connects to Business 31, and, once completed, the entire Shoreline Drive will be designated as Business Route U.S. 31.

D. The Property has been designated a *SmartZone* by the Michigan Economic Development Corporation as a SmartZone which provides for tax increment financing within the Property for certain qualified uses. The LDFA will use the tax increments to repay costs it expects to incur in the construction of a building to lease to Grand Valley State University ("GVSU") within which GVSU will operate the Energy Center of Excellence, as well as operation and maintenance costs, if funds are available.

E. The City, the LDFA and Lakefront desire to set forth the terms and conditions by which both will agree to proceed with the development of the Property.

Therefore, the parties agree as follows:

1. Access. The City will at all times provide Lakefront, its agents, contractors, successors and assigns, access to the property including the ability to drive vehicles, including cars, trucks and construction equipment onto the Property. Access is limited to the property and does not include driving over/across CSX or any other privately owned property; provided, however, the City assigns to Lakefront on a non-exclusive basis all of the City's rights, whether such rights exist now or in the future, to cross the CSX railway for purposes of access to the Property. Lakefront and the City will cooperate in the granting of permission and execution of documents relating to the grants of easements to provide such access.

2. Site Condominium Documents; Amendment to Development Agreement. The City and the LDFA approve the Master Deed and Bylaws for the Development attached as Exhibit B, including the contraction of the Unit previously labeled Unit O (park) which shall be contracted from the Development and added to New Unit O and not conveyed to the City as required by the Development Agreement dated February 27, 2001 ("Development Agreement"). The parties agree that the Development Agreement is amended such that Lakefront is no longer required to construct the marina or convey Unit O to the City and amended such that the Special Assessment shall now be 17.341 percent for Unit O and 3.416 percent for Unit P. It will be Lakefront's responsibility to request an amendment to the PUD, depicting these changes. The LDFA agrees to be bound to all terms and conditions of the condominium documents, including all environmental provisions.

3. Transfer of Title to Unit C of the Development. At the closing of the Purchase Agreement for the Property ("Closing"), Lakefront will convey Unit C of the Development ("Unit C") as a charitable gift to the LDFA in accordance with the purchase agreement attached as Exhibit C ("Purchase Agreement"). The parties agree that the fair market value of Unit C is \$400,000.

4. The GVSU Building. The LDFA agrees to construct a building on Unit C approved by Grand Valley and the LDFA according to the terms and conditions of the Purchase Agreement ("GVSU Building"). The GVSU Building will be built within the time parameters to be agreed to by Grand Valley State University and LDFA. The LDFA and the GVSU shall execute a Lease Agreement ("GVSU Lease") and the construction contract with Workstage ("Work Stage Agreement") on or prior to the date of Closing. The LDFA shall commence construction within eight weeks of the date of closing.

5. Financing the GVSU Building. The LDFA shall issue bonds ("Bonds") to finance the construction of the GVSU Building, including expected interest costs. Not less than Three Million Eight Hundred Thousand 00/100 Dollars (\$3,800,000) of proceeds from the Bonds shall be used to pay for construction of the GVSU Building. The City shall pledge its limited full faith and credit to such Bonds. LDFA shall approve the issuance of bonds and the City shall approve its pledge of its limited full faith and credit at their respective commission meetings on or before the date of Closing. Until such time as the Bonds are issued and funded, the City shall finance the construction of the GVSU Building on a reimbursement basis.

6. Conveyance of Public Right of Way. At Closing, Lakefront agrees to convey, subject to the same conditions as the conveyance of Unit C to the extent applicable to roads and utilities, the right-of-way depicted on and legally described on Exhibit D to the City in consideration of which the City agrees to design and construct the road and utilities described in paragraph 7.

7. Design and Construction of Interior Roads and Utilities. The City agrees to design and construct all roads, water and sewer systems as depicted on and in accordance with the approved plans to be attached as Exhibit E ("City Road and Utilities"). In addition, the City agrees to coordinate the design and installation of the other utilities defined as "Infrastructure" in the Development Agreement. All proposed improvements, including utilities (water, sewer, gas, telephone or cable) shall be built within proposed public right-of-way or public utility easements. Lakefront agrees to grant such easements as are necessary to construct the Other Utilities. The

City will also obtain all permits necessary for the construction of the City Road and Utilities and the Other Utilities except for the flood plain permit, which will be Lakefront's responsibility, provided the City will be the applicant. The City shall pay the cost of design, permitting (including the cost of obtaining the flood plain permit), construction, and installation of both the City Road and Utilities and the Other Utilities, together with construction engineering costs and, in connection therewith, may utilize the funds made available from the Clean Michigan Initiative Grant ("CMI Grant") to the extent that funds are available, in an amount not to exceed One Million Five Hundred Eighty Nine Thousand Seven Hundred Eighty Four 00/100 Dollars (\$1,589,784). The obligations of the City under this paragraph shall continue in effect notwithstanding the exercise of the Put Option defined in paragraph 12.

8. Excess Cost and Special Assessment. Lakefront agrees that the Property shall be subject to a special assessment in the amount of Five Hundred Fifty Thousand Dollars (\$550,000) ("Special Assessment") plus any amount by which the cost of design, permitting, construction and installation of the City Road and Utilities and the Other Utilities exceeds One Million Five Hundred Eighty Nine Thousand Seven Hundred Eighty Four 00/100 Dollars (\$1,589,784) in accordance with the Development Agreement. The City agrees to commence construction of the City Road and Utilities within six weeks of the date of Closing and issuance of the Floodplain Fill Permit, to the extent weather permits.

9. No Interference. During construction of the City Roads and Utilities and buildings within the Development, the City and Lakefront shall make reasonable efforts so as not to interfere with the construction activities of each other within the Development and shall not impede access to the Development by Lakefront or the City or their respective contractors, successors or assigns.

10. Environmental. The City and the LDFA acknowledge receipt and agree to be bound by all terms and conditions of the environmental covenants attached as Exhibit F and agrees to comply with all environmental laws, rules and regulations, as they pertain to the publicly owned properties. The City understands that the Remedial Action Plan for the Property ("RAP") is a work in progress and has not been approved by the Michigan Department of Environmental Quality ("MDEQ"), and that it is subject to modification by the MDEQ.

11. The Shoreline Drive Extension. The City is in the process of obtaining approval of its constructions plans for the Shoreline Drive Extension from the Michigan Department of Transportation and agrees to make every reasonable effort to ensure a start of construction in 2002. The City agrees to substantially complete construction by July 31, 2004 (such that the entire Shoreline Drive is open for traffic in both directions). Once completed, the entire Shoreline Drive will be designated as Business Route U.S. 31.

12. Put Option. The City has requested Lakefront to close on its purchase of the Property prior to the date it is contractually obligated to do so under the TDY Purchase Agreement. In order to give Lakefront assurance that the City Roads and Utilities and the Shoreline Drive Extension will be built as promised by this Agreement, the City grants to Lakefront the option to require the City to purchase any unsold units within the Development from Lakefront subject to all unpaid Special Assessments ("Put Option"). The Put Option may be exercised by Lakefront

within 30 days of any event which gives rise to the put option, if the City fails to do any or all of the following.

- a) Obtain final written approval of MDOT on the final construction drawings for the Shoreline Drive Extension. on or before November 15, 2002;
- b) The City shall award the bid and issue the Notice to Proceed to the successful bidder and physically commence construction of Shoreline Drive by May 15, 2003;
- c) Complete construction of all City Roads and Utilities with open connection to Terrace Street within 56 weeks of the date of Closing on the Property and receipt of the Floodplain Fill Permit, or,
- d) Complete construction of the Shoreline Drive Extension such that traffic is open in both directions not later than July 31, 2004.

To exercise the Put Option, Lakefront shall hand deliver written notice of its intent to exercise to the office of the City Manager. If exercised, the Purchase Price shall be calculated as follows: \$1,750,000 plus all interest, incurred by Lakefront from the Closing Date through the date the Put Option is exercised less \$400,000 (the value of Unit H) if Lakefront retains ownership of Unit H, less \$120,000 (the income tax value of Unit C), less \$43,351 if Lakefront retains ownership of Unit H, and less the amount of any net (less closing costs, commissions and payments of Special Assessment) sales proceeds received by Lakefront prior to Lakefront's exercise of the Put Option. If the Put Option is exercised, the City shall pay the purchase price in cash or certified funds within 60 days from the date of exercise. The City understands and agrees that in the event the Put Option is exercised, Unit H (the Parmenter O'Toole Unit) of the Development may not be conveyed to the City. Any conveyance to the City pursuant to this paragraph will be made under the same terms and conditions as the conveyance of Unit C. If Unit H is not conveyed to the City, pursuant to this section, the City shall release the Special Assessment as it relates to Unit H. Once conveyed, Lakefront has no obligation to pay any portion of the Special Assessment.

13. Developer Commitments. As a condition of the City's obligation to fund the Bonds, Lakefront shall provide the City with copies of written Purchase Agreements between Lakefront and third parties, acceptable to the City, for units on which not less than 31,000 square feet of taxable structures, will be built and a letter from Lakefront committing to build the Parmenter O'Toole building with not less than Twenty Thousand (20,000) square feet.

14. Conveyance of Unsold Units. In the event all of the units within the Development are not sold by a date three years from the date the Shoreline Drive Extension is open to traffic in both directions, Lakefront agrees to convey to the City all unsold units free and clear of liens (except for the Special Assessment which shall continue to encumber the units conveyed) and at no charge, except for customary closing charges. In the event this occurs, all grants and purchase agreements related to the units to be conveyed, shall be assigned to the City. Notwithstanding the conveyance of such units, the obligations of the City under this Agreement and the Development Agreement shall remain in full force and effect. This obligation to convey shall not be recorded and shall not constitute a lien on the Property and there shall be no

restriction on Lakefront's ability to sell, assign, transfer or mortgage the Property until expiration of the three-year period. All agreements to purchase such lots shall provide that construction on such lots shall be commenced within 2 years of such agreements. Once conveyed, Lakefront has no obligation to pay any portion of the Special Assessment. Any conveyance to the City pursuant to this paragraph will be made under the same terms and conditions as the conveyance of Unit C.

15. Alternative Security. The parties understand and agree that the intent of the previous paragraph 14 is to provide security to the City by which it can satisfy its obligation to repay the Bonds. Lakefront shall not be required to convey the unsold units in the Development as set forth in the previous paragraph, under either of the following conditions:

- a) The tax increments generated from the Development are sufficient to pay the LDFA's payment obligation of the Bonds; or,
- b) Lakefront or a successor pays to the LDFA any shortfall in the LDFA's payment obligation of the Bonds.

16. Parking. Except for its obligation to build and maintain the parking area for Unit C, the City shall have no obligation under this Agreement, to build or maintain any other parking within the Development. The City will review the plans for the parking areas for units A, B, E & D as depicted on the site plan attached as Exhibit G to ensure there is sufficient space to satisfy the City's requirements for parking for the four buildings (140,000 square feet).

17. Core Communities Grant. As a SmartZone, the City was awarded a Core Communities Grant in the amount of One Million 00/100 Dollars (\$1,000,000). The City has approved the use of those funds by Lakefront to design, permit and construct shoreline improvements on the Property, including a seawall, rip-rap, dredging and a boardwalk and accessory improvements. The City shall reimburse Lakefront for the cost of such design, permitting and construction in an amount not to exceed One Million 00/100 Dollars (\$1,000,000). Lakefront shall, subject to City review, manage the design, permit, process and construction of such shoreline improvements, including the hiring of such consultants and contractors as Lakefront shall determine. Lakefront shall not be required to seek competitive bids in determining who to hire. Lakefront shall perform all terms, conditions and requirements of the grant and such terms, conditions and requirements of the Michigan Economic Development Corporation. The City will reimburse Lakefront after it receives the grant fund reimbursements from the State of Michigan.

18. Brownfield Redevelopment Grant. The City was awarded a Brownfield Redevelopment Grant in the amount of One Million 00/100 Dollars (\$1,000,000). The City approves the use of those funds by Lakefront and the City to satisfy any environmental costs that may arise in connection with the development of the Property and construction of the City Road and Utilities and Other Utilities. All activities and disbursements shall be authorized by an environmental consulting firm to be hired by the City of Muskegon ("Consultant"). To the extent Lakefront incurs any costs which qualify for reimbursement under the Brownfield Redevelopment Grant, and were approved by the Consultant, and the City shall reimburse

Lakefront for such costs in an amount not to exceed One Million 00/100 Dollars (\$1,000,000) as such costs are incurred.

19. CSX. The City shall be solely responsible to remove the existing CSX railroad and to design and construct the Terrace Street crossing for access to the Property at the locations depicted on the site plan attached as Exhibit G by the time the Shoreline Drive Extension is substantially complete.

- a) The parties acknowledge and agree that the only means of access to the Property following the completion of the development will be via relocated Terrace Street and the parties agree that such access will be sufficient to allow the proposed development of the Property. However, the parties further acknowledge and agree that additional access to the Property would be beneficial to the Development and to the whole of downtown Muskegon. Two locations for additional access to the Property have been considered by the parties, via an extended Western Avenue by crossing the CSX rail line and by connecting the northern portion of the Property to Terrace Point Drive.
- b) The City and Lakefront agree that they will cooperate and use their reasonable efforts to obtain a crossing agreement from CSX for access to the Property from Western Avenue. In the event a crossing agreement is entered into with CSX, the City will construct the crossing and funds from the CMI Grant will be used to design, obtain permits for and construct the crossing. If CMI funds are exhausted, the costs will be applied to the Special Assessment.

20. Northern Ten Feet of the Property. The City understands and agrees that Lakefront will retain ownership of ten feet of the Property located along the western boundary of the Property. Lakefront grants an option to the City to purchase such ten feet within the road right-of-way for no additional consideration on the condition that the City Road and Utilities are first connected to Terrace Point Drive, paved and dedicated such that the Property can be publicly accessed from Terrace Point Drive at or near the cul-de-sac currently located at the north end of Terrace Point Drive or at such other mutually agreeable location. The cost of connecting the City Roads and Utilities to Terrace Point Drive shall be paid by Lakefront.

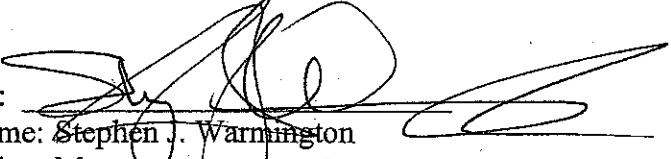
21. Closing. Lakefront agrees to close on its acquisition of the Property within one week of the full execution of this "Property Transfer Agreement" by the Muskegon City Commission, the LDFA and Lakefront.

22. Progress Reports. The parties will continue to meet on a regular basis to exchange information on the progress of their responsibilities.

23. Dispute Resolution. The parties agree that disputes related to the interpretation of the terms of this agreement or the adequacy of their performance shall be resolved by facilitative mediation conducted by a mediator experienced in resolving disputes involving municipalities and private developers. In the event the mediation is unsuccessful, the parties agree that the 14th Circuit Court, in the State of Michigan, shall have exclusive jurisdiction over any litigation between the parties related to this agreement.

This Agreement has been executed on behalf of the parties whose signatures appear below, each of whom affirms they are authorized by the respective parties to its terms.

CITY OF MUSKEGON

By: 

Name: Stephen J. Warrington

Title: Mayor

Date: September 24, 2002

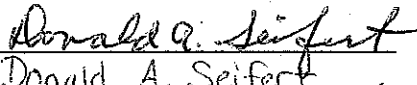
By: 

Name: Gail Kunderger

Title: Clerk

Date: September 24, 2002

LDFA for CITY OF MUSKEGON

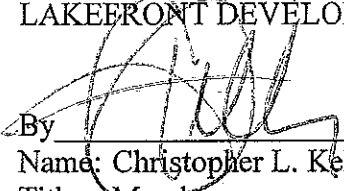
By: 

Name: Donald A. Seifert

Title: Chairmap

Date: September 24, 2002

LAKEERONT DEVELOPMENT, LLC

By: 

Name: Christopher L. Kelly

Title: Member

Date: September 10, 2002

October