

# CITY OF MUSKEGON

## CITY COMMISSION MEETING

**MARCH 14, 2006**

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

### **AGENDA**

- ❑ **CALL TO ORDER:**
- ❑ **PRAYER:**
- ❑ **PLEDGE OF ALLEGIANCE:**
- ❑ **ROLL CALL:**
- ❑ **HONORS AND AWARDS:**
- ❑ **INTRODUCTIONS/PRESENTATION:**
- ❑ **CONSENT AGENDA:**
  - A. Approval of Minutes. CITY CLERK
  - B. Approval of a Neighborhood Enterprise Zone Certificate at 1120 Jefferson. PLANNING & ECONOMIC DEVELOPMENT
  - C. Sale of Buildable Vacant Lot at 1293 Marquette Avenue. PLANNING & ECONOMIC DEVELOPMENT
  - D. Contract for Mowing Services. PLANNING & ECONOMIC DEVELOPMENT
  - E. Purchase of Computer Equipment. PUBLIC SAFETY
  - F. Request for an Encroachment Agreement. ENGINEERING
- ❑ **PUBLIC HEARINGS:**
  - A. Request for an Industrial Facilities Exemption Certificate - Cole's Quality Foods. PLANNING & ECONOMIC DEVELOPMENT
  - B. Recommendation for Annual Renewal of Liquor Licenses. CITY CLERK
  - C. 2006-2007 CDBG/HOME Recommendation and City Commission Preliminary Decision. COMMUNITY & NEIGHBORHOOD SERVICES
  - D. Create a Special Assessment District for Lakeshore Drive, McCracken to 145' Northeasterly of Centerline of Vanderlinde. ENGINEERING
  - E. Create a Special Assessment District for Western Avenue, 3<sup>rd</sup> Street to

8th Street. ENGINEERING

❑ **COMMUNICATIONS:**

❑ **CITY MANAGER'S REPORT:**

❑ **UNFINISHED BUSINESS:**

❑ **NEW BUSINESS:**

A. L. C. Walker Arena Management Agreement. FINANCE

B. Muskegon Township Water Billing Agreement. CITY MANAGER

C. Variable Frequency Drive Repairs Resulting from Power Surge. WATER  
FILTRATION

D. Amend the Special Assessment Roll for 2004 Sidewalk Replacement  
Program. ENGINEERING

E. Consideration of Bids: Forest Avenue, Davis to Ruddiman.  
ENGINEERING

F. Consideration of Bids: Cherry Street, Wilcox to Thompson.  
ENGINEERING

❑ **ANY OTHER BUSINESS:**

❑ **PUBLIC PARTICIPATION:**

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

➤ Fill out a request to speak form attached to the agenda or located in the back of the room.

➤ Submit the form to the City Clerk.

➤ Be recognized by the Chair.

➤ Step forward to the microphone.

➤ State name and address.

➤ Limit of 3 minutes to address the Commission.

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

❑ **ADJOURNMENT:**

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

**Date: March 14, 2006**  
**To: Honorable Mayor and City Commissioners**  
**From: Gail A. Kunding, City Clerk**  
**RE: Approval of Minutes**

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SUMMARY OF REQUEST: To approve the minutes of the Regular Commission Meeting that was held on Tuesday, February 28, 2006.

FINANCIAL IMPACT: None.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: Approval of the minutes.

# CITY OF MUSKEGON

## CITY COMMISSION MEETING

**MARCH 14, 2006**

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

### **MINUTES**

The Regular Commission Meeting of the City of Muskegon was held at City Hall, 933 Terrace Street, Muskegon, Michigan at 5:30 p.m., Tuesday, March 14, 2006.

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

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

Present: Mayor Stephen Warmington, Vice Mayor Stephen Gawron, Commissioner Chris Carter, Kevin Davis, Lawrence Spataro, and Sue Wierengo, City Manager Bryon Mazade, City Attorney John Schrier, and City Clerk Gail Kundinger.

Absent: Commissioner Clara Shepherd (excused).

#### **2006-23 CONSENT AGENDA:**

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

SUMMARY OF REQUEST: To approve the minutes of the Regular Commission Meeting that was held on Tuesday, February 28, 2006.

FINANCIAL IMPACT: None

BUDGET ACTION REQUIRED: None

STAFF RECOMMENDATION: Approval of the minutes.

##### **C. Sale of Buildable Vacant Lot at 1293 Marquette Avenue. PLANNING & ECONOMIC DEVELOPMENT**

SUMMARY OF REQUEST: To approve the sale of a vacant buildable lot at 1293 Marquette Avenue to Pierre and Tondalaya Tyson. The lot is 100 x 132 ft. and is being offered to Mr. and Mrs. Tyson for \$6,750. A single family ranch style home will be constructed. The home will have a two stall garage and five bedrooms with two of the bedrooms being located in the basement. The square footage of the home will exceed what is required by the policy. The closing will take place 120 days from the City Commission approval.



FINANCIAL IMPACT: The sale of this lot for the construction of a single family 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 and deed.

COMMITTEE RECOMMENDATION: The Land Reutilization Committee recommended approval of the sale with the closing taking place in 120 days as opposed to 90 days from the City Commission approval of the sale at their regular meeting of February 26, 2006.

**D. Contract for Mowing Services.** PLANNING & ECONOMIC DEVELOPMENT

SUMMARY OF REQUEST: To approve a two-year contract with the Sheldon Park Neighborhood Improvement Association for the maintenance of two City-owned lots in the Sheldon Park neighborhood.

FINANCIAL IMPACT: None

BUDGET ACTION REQUIRED: None

STAFF RECOMMENDATION: Authorize execution of the contract. The responsibility for cleaning and mowing these lots would belong to the Association rather than the City and would extend through 2007. The City's estimated cost of \$2,000 to maintain the lots over this period would then be donated to the Association. The neighborhood has maintained the lots for several years under similar agreements and has done a good job.

**E. Purchase of Computer Equipment.** PUBLIC SAFETY

SUMMARY OF REQUEST: Police Department staff request that the Commission approve the use of Criminal Forfeiture Funds to purchase new computer hardware. These computers will be utilized by the Patrol Bureau, Community Officers and the Professional Standards Office. The current computers are approximately 3-4 years old and we are beginning to experience a number of malfunctions. This purchase will coincide with the start-up of the County's new records management system. We would like to replace 13 computers. This bid was developed with the assistance of the Information Technologies Department.

FINANCIAL IMPACT: Cost for this package is \$16,765 (\$1,290 per unit). There is no impact on General Fund monies.

BUDGET ACTION REQUIRED: None

STAFF RECOMMENDATION: Approval of this request.

**F. Request for an Encroachment Agreement. ENGINEERING**

SUMMARY OF REQUEST: Inland Seas on behalf of Marathon Petroleum Company has filed an encroachment agreement form to install four monitoring wells in the public right-of-way in the area of Sherman Blvd. and Glenside Blvd.

FINANCIAL IMPACT: None

BUDGET ACTION REQUIRED: None

STAFF RECOMMENDATION: To approve the encroachment agreement subject to the supplemental conditions and compliance with the necessary insurance requirements.

**Motion by Commissioner Carter, second by Vice Mayor Gawron to approve the Consent Agenda as read with the exception of item B.**

**ROLL VOTE: Ayes: Davis, Gawron, Spataro, Warmington, Wierengo, and Carter**

**Nays: None**

**MOTION PASSES**

**2006-24 ITEM REMOVED FROM THE CONSENT AGENDA:**

**B. Approval of a Neighborhood Enterprise Zone Certificate at 1120 Jefferson. PLANNING & ECONOMIC DEVELOPMENT**

SUMMARY OF REQUEST: An application for a Neighborhood Enterprise Zone certificate has been received from Millie Ortiz to rehabilitate a home in the Nelson neighborhood at 1120 Jefferson Street that she has just purchased. The home is on the dangerous building list and the applicant has set up a timeline for repairs with the Inspections Department. The home is located in a Neighborhood Enterprise Zone. The application states that the estimated cost for rehabilitation will be \$30,000. There will be new electrical, plumbing, furnace, windows, some drywall and the repairing of the floor and walls. The applicant has met local and state requirements for the issuance of the Neighborhood Enterprise Zone certificate. Approval or denial by the City Commission is required within 60 days of the application date and must be forwarded to the State Tax Commission.

FINANCIAL IMPACT: Taxation will be 50% of the State average for the next 7 years

BUDGET ACTION REQUIRED: None

STAFF RECOMMENDATION: Approve issuance of the Neighborhood Enterprise Zone certificate.

**Motion by Commissioner Spataro, second by Vice Mayor Gawron to approve the Neighborhood Enterprise Zone Certificate for 1120 Jefferson.**

**ROLL VOTE: Ayes: Gawron, Spataro, Warmington, Wierengo, Carter, and Davis**

Nays: None

**MOTION PASSES**

**2006-25 PUBLIC HEARINGS:**

**A. Request for an Industrial Facilities Exemption Certificate - Cole's Quality Foods. PLANNING & ECONOMIC DEVELOPMENT**

SUMMARY OF REQUEST: Pursuant to Public Act 198 of 1974, as amended, Cole's Quality Foods, 1188 Lakeshore Drive, has requested the issuance of an Industrial Facilities Exemption Certificate for the property located at 1188 Lakeshore Drive, Muskegon. The total capital investment is approximately \$2,000,000 in personal property. This request qualifies Cole's Quality Foods for a term of eight years for personal property.

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

BUDGET ACTION REQUIRED: None

STAFF RECOMMENDATION: Approval of the resolution granting an Industrial Facilities Exemption Certificate for a term of eight years for personal property.

The Public Hearing opened at 5:41 p.m. to hear and consider any comments from the public. No public comments were heard.

**Motion by Vice Mayor Gawron, second by Commissioner Wierengo to close the Public Hearing at 5:43 p.m. and approve the request for an Industrial Facilities Exemption Certificate for Cole's Quality Foods.**

**ROLL VOTE: Ayes: Spataro, Warmington, Wierengo, Carter, Davis, and Gawron**

**Nays: None**

**MOTION PASSES**

**B. Recommendation for Annual Renewal of Liquor Licenses. CITY CLERK**

SUMMARY OF REQUEST: To adopt a resolution recommending non-renewal of those liquor license establishments who are in violation of Section 50-146 and 50-147 of the Code of Ordinances for the City of Muskegon. These establishments have been found to be in non-compliance with the City Code of Ordinances and renewal of their liquor licenses should not be recommended by the City Commission. If any of these establishments come into compliance by March 23, 2006, they will be removed from this resolution, and recommendation for their renewal will be forwarded to the Liquor Control Commission.

FINANCIAL IMPACT: None

BUDGET ACTION REQUIRED: None

STAFF RECOMMENDATION: Adoption of the resolution.

The Public Hearing opened at 5:44 p.m. to hear and consider any comments from the public. Comments were heard from Ann Mahan-McAllister, 2236 Oak and Malachi Williams Jr., 3031 Merriam, the owners of Dreamers.

**Motion by Commissioner Spataro, second by Commissioner Carter to close the Public Hearing at 5:57 p.m. and approve the recommendation for annual renewal of liquor licenses and adopt the resolution.**

**ROLL VOTE: Ayes: Spataro, Warmington, Wierengo, Carter, Davis, and Gawron**

**Nays: None**

**MOTION PASSES**

**C. 2006-2007 CDBG/HOME Recommendation and City Commission Preliminary Decision. COMMUNITY & NEIGHBORHOOD SERVICES**

SUMMARY OF REQUEST: To conduct a Public Hearing concerning the CDBG/HOME 2006-2007 recommendation submitted by both the administration and the Citizen District Council. The Public Hearing is to gather information from the public concerning the 2006-2007 CDBG/HOME funding which is to be \$1,060,145 and \$301,767 respectively, excluding any program income or reprogrammed funding. The City Commission is also asked to make their preliminary decision on what items should be funded and at what amounts. The City Commission will be asked to make their final decision on April 11, 2006, during the scheduled Commission Meeting.

FINANCIAL IMPACT: The 2006 – 2007 allocations will be based on the Commission decision(s).

BUDGET ACTION REQUIRED: None at this time.

STAFF RECOMMENDATION: To conduct the Public Hearing and to make a preliminary allocation decision.

The Public Hearing opened at 5:58 p.m. to hear and consider any comments from the public. Comments were heard from Diana L. Miller, Habitat for Humanity; Frank Cobb, 801 Mills; Heidi Steigman, 1030 Ducey; Lynn Nash, 1405 Lakeshore; Jamie Langlois, 3447 Chippewa; Dan Bonner, 1652 Nelson; Jessica Elsey, 476 Muskegon; Frank Noble, 1924 Jiroch; and Lois Brinks.

**Motion by Commissioner Spataro, second by Commissioner Carter to close the Public Hearing at 7:14 p.m.**

**ROLL VOTE: Ayes: Warmington, Wierengo, Carter, Davis, Gawron, and Spataro**

**Nays: None**

**MOTION PASSES**

Discussion to continue at the end of the meeting.

**D. Create a Special Assessment District for Lakeshore Drive, McCracken**

**to 145' Northeasterly of Centerline of Vanderlinde. ENGINEERING**

SUMMARY OF REQUEST: To hold a Public Hearing on the proposed special assessment for Lakeshore Drive, McCracken Avenue to 145' northeasterly of the centerline of Vanderlinde Street, and to create the special assessment district and appoint two City Commissioners to the Board of Assessors if it is determined to proceed with the project.

FINANCIAL IMPACT: None at this time.

BUDGET ACTION REQUIRED: None at this time.

STAFF RECOMMENDATION: To create the special assessment district and assign two City Commissioners to the Board of Assessors by adopting the resolution.

The Public Hearing opened at 7:15 p.m. to hear and consider any comments from the public. Comments were heard from Jim Larsen, 1605 Lakeshore in opposition of the project; and Richard McEwen, 1812 Lakeshore in favor of the project.

**Motion by Commissioner Carter, second by Commissioner Davis to close the Public Hearing at 7:24 p.m. and approve the creation of the special assessment district for Lakeshore Drive, McCracken to 145' northeasterly of the centerline of Vanderlinde.**

**ROLL VOTE: Ayes: Wierengo, Carter, Davis, Gawron, and Spataro**

**Nays: None**

**Abstain: Warmington**

***MOTION PASSES***

Mayor Warmington and Commissioner Davis were appointed to the Board of Assessors.

**E. Create a Special Assessment District for Western Avenue, 3<sup>rd</sup> Street to 8<sup>th</sup> Street. ENGINEERING**

SUMMARY OF REQUEST: To hold a Public Hearing on the proposed special assessment for Western Avenue, Third Street to Eighth Street, and to create the special assessment district and appoint two City Commissioners to the Board of Assessors if it is determined to proceed with the project.

FINANCIAL IMPACT: None at this time.

BUDGET ACTION REQUIRED: None at this time.

STAFF RECOMMENDATION: To create the special assessment district and assign two City Commissioners to the Board of Assessors by adopting the resolution.

The Public Hearing opened at 7:26 p.m. to hear and consider any comments from the public. Comments were heard in opposition from Derrick Ebbadon, 16327 Highland Drive, Spring Lake, representing Port City CIO.

**Motion by Commissioner Spataro, second by Vice Mayor Gawron to close the Public Hearing at 7:31 p.m. and create the special assessment district for Western Avenue, 3<sup>rd</sup> Street to 8<sup>th</sup> Street and appoint two City Commissioners to the Board of Assessors.**

**ROLL VOTE: Ayes: Carter, Davis, Gawron, Spataro, Warmington, and Wierengo**

**Nays: None**

**MOTION PASSES**

Commissioner Spataro and Wierengo were appointed to the Board of Assessors.

**2006-26 NEW BUSINESS:**

**A. L. C. Walker Arena Management Agreement. FINANCE**

SUMMARY OF REQUEST: Staff has negotiated a new management agreement for the L. C. Walker Arena. The new agreement greatly simplifies the relationship between the City and the arena manager, limits the City's financial exposure and provides private-sector incentives to utilize the facility to its fullest.

FINANCIAL IMPACT: The proposed contract will reduce and limit the City's financial obligation for the arena. Additionally, a mechanism is established to fund future repairs.

BUDGET ACTION REQUIRED: None at this time. If contract is approved, budget amendments will be made during the second quarter reforecast and will include creation of the repair and maintenance fund, adjustments to the budgeted revenues and expenses of the Arena fund reflecting partial year operations under the old contract, and adjustments to the General fund reflecting the new management fee arrangement.

STAFF RECOMMENDATION: Staff recommends approval of the proposed L. C. Walker Arena Management agreement.

**Motion by Commissioner Spataro, second by Commissioner Carter to approve the L. C. Walker Arena Management agreement as proposed.**

**ROLL VOTE: Ayes: Davis, Gawron, Spataro, Warmington, Wierengo, and Carter**

**Nays: None**

**MOTION PASSES**

**B. Muskegon Township Water Billing Agreement. CITY MANAGER**

SUMMARY OF REQUEST: To approve a reduction in billing service cost to Muskegon Township from \$5,250 a month to \$2,625 a month for January, 2006, through May, 2006. This adjustment is due to the fact that Muskegon Township is no longer fully utilizing the City's billing services.

FINANCIAL IMPACT: Reduction in revenues of \$15,750.

BUDGET ACTION REQUIRED: None

STAFF RECOMMENDATION: To approve the request and authorize City staff to execute documents to enter into the change.

**Motion by Commissioner Spataro, second by Vice Mayor Gawron to approve the Muskegon Township Water Billing Agreement.**

**ROLL VOTE: Ayes: Gawron, Spataro, Warmington, Wierengo, Carter, and Davis**

**Nays: None**

**MOTION PASSES**

**C. Variable Frequency Drive Repairs Resulting from Power Surge. WATER FILTRATION**

SUMMARY OF REQUEST: Authorize repairs to three variable frequency drives damaged by a power surge. The variable frequency drives control two low service pumps and one recycle pump.

FINANCIAL IMPACT: The repair cost by the manufacturer, Cutler-Hammer, is \$86,433.

BUDGET ACTION REQUIRED: The repair cost will require a budget adjustment.

STAFF RECOMMENDATION: Staff recommends proceeding with the repairs to the variable frequency drives at a cost of \$86,000.

**Motion by Vice Mayor Gawron, second by Commissioner Wierengo to proceed with the repairs to the variable frequency drives at a cost of \$86,000.**

**ROLL VOTE: Ayes: Spataro, Warmington, Wierengo, Carter, Davis, and Gawron**

**Nays: None**

**MOTION PASSES**

**D. Amend the Special Assessment Roll for 2004 Sidewalk Replacement Program. ENGINEERING**

SUMMARY OF REQUEST: Amend the 2004 Special Assessment Roll for the 2004 Sidewalk Program (H-1572) project to revise the assessment amount levied against 1421 Wesley (parcel No. 24-611-000-0226-00) from \$3,079.43 to \$379.04. The original roll which was adopted August 24, 2004, reflected an assessment of \$3,079.43 against 1421 Wesley in error. When the original assessment information was generated, a square footage of 750 of sidewalk replacement was entered by mistake instead of the 75 square feet that was actually replaced.

FINANCIAL IMPACT: Reimburse the owner the overage in payment and interest which is estimated at less than \$100.

BUDGET ACTION REQUIRED: None at this time.

STAFF RECOMMENDATION: To approve the amended special assessment roll

and reimbursement to the owner of 1421 Wesley.

**Motion by Commissioner Spataro, second by Commissioner Wierengo to amend the special assessment roll for the 2004 Sidewalk Replacement Program and reimburse the owner of 1421 Wesley.**

**ROLL VOTE: Ayes: Spataro, Warmington, Wierengo, Carter, Davis, and Gawron**

**Nays: None**

**MOTION PASSES**

**E. Consideration of Bids: Forest Avenue, Davis to Ruddiman.  
ENGINEERING**

SUMMARY OF REQUEST: Award the paving, using asphalt material, contract (H-1616) for Forest Avenue, Davis to Ruddiman to Felco Contractors, Inc. since they were the lowest bidder with a bid price of \$42,575.20. While Felco is the lowest bidder, he failed to fill out the disadvantage contractor affidavit as part of the bid submittal.

FINANCIAL IMPACT: The construction cost \$42,575.20 plus engineering cost which is estimated at an additional 15%.

BUDGET ACTION REQUIRED: None

STAFF RECOMMENDATION: Award the contract to Felco Contractors, Inc. if the City Commission desires to waive the bid irregularity of not completing the disadvantage contractor affidavit.

**Motion by Vice Mayor Gawron, second by Commissioner Spataro to award the contract to Felco Contractors, Inc., for Forest Avenue, Davis to Ruddiman, and waive the bid irregularity of not completing the disadvantage contractor affidavit.**

**ROLL VOTE: Ayes: Warmington, Wierengo, Carter, Davis, Gawron, and Spataro**

**Nays: None**

**MOTION PASSES**

**F. Consideration of Bids: Cherry Street, Wilcox to Thompson.  
ENGINEERING**

SUMMARY OF REQUEST: Award the paving, using asphalt material, contract (H-1605) for Cherry, Wilcox to Thompson to Felco Contractors, Inc. since they were the lowest bidder with a bid price of \$47,869.50. While Felco is the lowest bidder, he failed to fill out the disadvantage contractor affidavit as part of the bid submittal.

FINANCIAL IMPACT: The construction cost \$47,869.50 plus engineering cost which is estimated at an additional 15%.

BUDGET ACTION REQUIRED: None



STAFF RECOMMENDATION: Award the contract to Felco Contractors, Inc, if the City Commission desires to waive the bid irregularity of not completing the disadvantage contractor affidavit.

**Motion by Commissioner Spataro, second by Commissioner Carter to award the contract for Cherry Street, Wilcox to Thompson, to Felco Contractors, Inc., and waive the bid irregularity.**

**ROLL VOTE: Ayes: Wierengo, Carter, Davis, Gawron, Spataro, and Warmington**

**Nays: None**

**MOTION PASSES**

**2006-27 ANY OTHER BUSINESS:**

Discussion continued on: 2006-2007 CDBG/HOME Recommendation and City Commission Preliminary Decision.

**Motion by Commissioner Spataro, second by Commissioner Wierengo to approve the recommendation of the Community Development Block Grant Committee and to make changes on the HOME Fund making HOME Rental Rehabilitation \$0, Muskegon County Habitat for Humanity \$35,000, and Neighborhood Investment Corporation \$70,000.**

**Motion amended by Commissioner Spataro, second by Commissioner Wierengo to recommend \$30,176 to HOME Administration, \$100,000 to HOME Tax Reverted Rehabilitation, \$25,000 to HOME Rental Rehabilitation, \$85,000 to HOME Infill New Construction, \$35,000 to Muskegon County Habitat for Humanity, and \$70,000 to Neighborhood Investment Corporation.**

**ROLL VOTE: Ayes: Carter, Davis, Gawron, Spataro, Warmington, and Wierengo**

**Nays: None**

**AMENDED MOTION PASSES**

**ADJOURNMENT:** The City Commission Meeting adjourned at 8:34 p.m.

Respectfully submitted,



Gail A. Kunding, MMC  
City Clerk

**Commission Meeting Date: March 14, 2006**

**Date:** March 3, 2006  
**To:** Honorable Mayor & City Commission  
**From:** Planning & Economic Development Department *CBE*  
**RE:** Sale of Buildable Vacant Lot at 1293 Marquette Ave.

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**SUMMARY OF REQUEST:**

To approve the sale of a vacant buildable lot at 1293 Marquette Avenue (Parcel #24-611-000-0479-00) to Pierre and Tondalaya Tyson. The lot is 100 x 132 ft. and is being offered to Mr. and Mrs. Tyson for \$6,750. A single family ranch style home will be constructed. The home will have a two stall garage and five bedrooms with two of the bedrooms being located in the basement. The square footage of the home will exceed what is required by the policy. The closing will take place 120 days from the City Commission approval.

**FINANCIAL IMPACT:**

The sale of this lot for the construction of a single family 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 and deed.

**COMMITTEE RECOMMENDATION:**

The Land Reutilization Committee recommended approval of the sale with the closing taking place in 120 days as opposed to 90 days from the City Commission approval of the sale at their regular meeting of February 26, 2006.

Resolution No. 2006-23(b)

**MUSKEGON CITY COMMISSION**

RESOLUTION APPROVING THE SALE OF A BUILDABLE LOT AT 1293 MARQUETTE AVENUE IN MARQUETTE NEIGHBORHOOD FOR \$6,750.

WHEREAS, Pierre and Tondalaya Tyson be allowed to purchase the parcel designated as parcel number 24-611-000-0479-00, located at 1293 Marquette Avenue for \$6,750; and

WHEREAS, the price for parcel number 24-611-000-0479-00 is set by the City at \$6,750, which is 75% of the True Cash Value (TCV) listed in the City Assessor's Office; and

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

WHEREAS, the sale is not consistent with City policy regarding the disposition of buildable lots, in that, this property will be closing in 120 days of City Commission approval of the sale as recommended by the Land Reutilization Committee at their regular meeting of February 28, 2006.

NOW THEREFORE BE IT RESOLVED, that parcel number 24-611-000-0479-00, located at 1293 Marquette Avenue be sold to Pierre and Tondalaya Tyson for \$6,750.

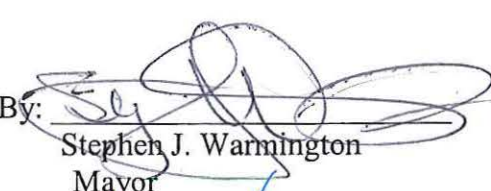
**CITY OF MUSKEGON URBAN RENEWAL PLAT NO 4 LOT 479 & WLY 25 FT  
LOT 478**

Adopted this 14<sup>th</sup> day of March 2006.

Ayes: Davis, Gawron, Spataro, Warmington, Wierengo, and Carter

Nays: None

Absent: Shepherd

By:   
Stephen J. Warmington  
Mayor

Attest:   
Gail Kunding, MMC  
City 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 March 14, 2006.

By:

Gail Kunding

Gail Kunding, MMC  
City Clerk

## **REAL ESTATE PURCHASE AGREEMENT**

THIS AGREEMENT is made March 3, 2006, by and between the **CITY OF MUSKEGON**, a municipal corporation, with offices at 933 Terrace, Muskegon, Michigan 49440 ("Seller"), and **PIERRE TYSON and TONDALAYA TYSON**, husband and wife, of 1867 Ray Street, Muskegon, Michigan 49442 ("Buyer").

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

CITY OF MUSKEGON URBAN RENEWAL PLAT NO. 4 LOT 479 & WLY 25 FEET OF LOT 478

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

2. **Purchase Price and Manner of Payment.** The purchase price for the Premises shall be Six Thousand Seven Hundred Fifty and no/100 Dollars (\$6,750.00).

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 Land America 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 one (1) 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. **Closing.** The closing date of this sale shall be held 120 days from City Commission approval of the sale pursuant to the recommendation from the Land Reutilization Committee ("LRC"), more specifically on or before July 14, 2006 ("Closing"). The Closing shall be conducted at LandAmerica 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.

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

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

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

12. **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.

13. **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:

Linda Potter  
Linda Potter

Jo Ann Krukowski  
Jo Ann Krukowski

SELLER: CITY OF MUSKEGON

By Stephen J. Warrington  
Stephen J. Warrington, Mayor

Gail A. Kunderger  
Gail A. Kunderger, MMC, Clerk

BUYER:

Depe Mitchell

Pierre V. Tyson  
PIERRE TYSON  
SS No.: 382-70-2576

Tondalaya Tyson  
TONDALAYA TYSON  
SS No.: 381-78-5882



QUIT-CLAIM DEED

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

QUIT CLAIMS to **PIERRE TYSON and TONDALAYA TYSON**, husband and wife, of 1867 Ray Street, Muskegon, Michigan 49442,

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

CITY OF MUSKEGON URBAN RENEWAL PLAT NO. 4, LOT 479, WESTERLY 25 FEET OF LOT 478

for the sum of Six Thousand Seven Hundred Fifty and no/100 Dollars (\$6,750.00)

PROVIDED, HOWEVER, Grantee, or its assigns, shall complete 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 \_\_\_\_\_ day of \_\_\_\_\_, 2006.

Signed in the presence of:

Linda Potter  
Linda Potter

Jo Ann Krukowski  
Jo Ann Krukowski

CITY OF MUSKEGON

By [Signature]  
Stephen J. Warmington, Its Mayor

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

STATE OF MICHIGAN  
COUNTY OF MUSKEGON

Signed and sworn to before me in Muskegon County, Michigan, on March 20, 2006, by STEPHEN J. WARMINGTON and GAIL A. KUNDINGER, MMC, the Mayor and Clerk, respectively, of the CITY OF MUSKEGON, a municipal corporation, on behalf of the City.

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

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

WHEN RECORDED RETURN TO: Grantee

SEND SUBSEQUENT TAX BILLS TO: Grantee

**Commission Meeting Date: March 14, 2006**

**Date:** March 14, 2006  
**To:** Honorable Mayor and City Commissioners  
**From:** Planning & Economic Development *CBC*  
**RE:** Contract for Mowing Services

---

**SUMMARY OF REQUEST:**

To approve a two-year contract with the Sheldon Park Neighborhood Improvement Association for the maintenance of two City owned lots in the Sheldon Park neighborhood.

**FINANCIAL IMPACT:**

None

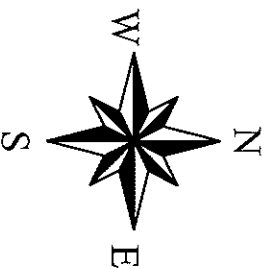
**BUDGET ACTION REQUIRED:**

None

**STAFF RECOMMENDATION:**

Authorize execution of the contract. The responsibility for cleaning and mowing these lots would belong to the Association rather than the City and would extend through 2007. The City's estimated cost of \$2,000 to maintain the lots over this period would then be donated to the Association. The neighborhood has maintained the lots for several years under similar agreements and has done a good job.

# Locations of lots to be maintained.



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

THIS AGREEMENT effective May 1, 2006 is made between the CITY OF MUSKEGON, 933 Terrace Street, Muskegon, Michigan ("City") and the SHELDON PARK NEIGHBORHOOD IMPROVEMENT ASSOCIATION, of 1128 Roberts Street, Muskegon, Michigan ("Sheldon Park"), because Sheldon Park wishes to accomplish and perpetuate the maintenance of the City owned lots on the attached Exhibit A for the betterment and beautification of their neighborhood, and because the City wishes to encourage neighborhood associations such as Sheldon Park in this way and in general involvement in the neighborhoods of the City.

### **THEREFORE THE PARTIES AGREE:**

1. **Maintenance of the City Lots.** Sheldon Park shall maintain, by mowing or by any other action required, the City owned lots attached in Exhibit A in compliance with all applicable City codes and ordinances for the term of this agreement.
2. **Compensation.** In return for Sheldon Park's services and its interest in the neighborhood, the City agrees to pay the sum of \$2,000 to Sheldon Park, for its general purposes including but not limited to materials and improvements on the lots, but further for the general purposes of Sheldon Park in its work as a neighborhood improvement association.
3. **Special Conditions.**
  - 3.1 Sheldon Park agrees that it will not employ persons to accomplish the mowing and landscaping of the lots, but the work is being done by volunteers recruited by or members of Sheldon Park. The persons actually accomplishing the services or services related to the work on the lots shall not be compensated, except to reimburse out-of-pocket expenditures in connection with the work.
  - 3.2 Sheldon Park agrees that it has inspected the lots, and further has determined that there are no hazards or dangerous conditions on the lots which may be expected to cause injury. In the event any such condition becomes known to Sheldon Park or any of its volunteers, Sheldon Park agrees to notify the City immediately.
  - 3.3 Sheldon Park agrees to obtain a waiver on the form attached as Exhibit B from each person performing the work as a volunteer and deliver the same to the City before the work begins.
  - 3.4 The persons volunteering to do the work shall not be considered City employees. They shall not be subject to City control or supervision.
  - 3.5 Sheldon Park shall use its best efforts to assure that the properties will be maintained in accordance with applicable City codes and ordinances.

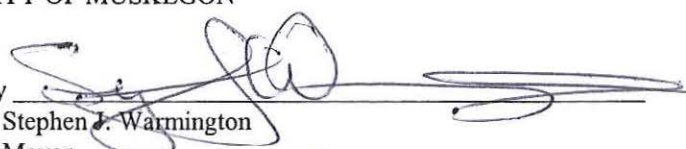
4. **Term of the Agreement.** This agreement shall have a term of May 1, 2006 through December 31, 2007. Payments of the amount for said shall be made at reasonable intervals during the term of this agreement. The agreement may be terminated by either party on 30 days notice.

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

CITY OF MUSKEGON

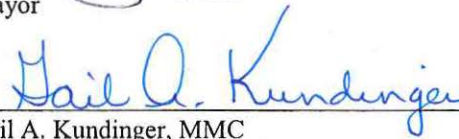
Dated: March 20, 2006

By

  
Stephen J. Warmington  
Mayor

Dated: March 20, 2006

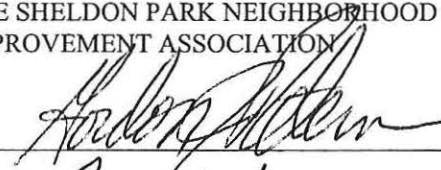
By

  
Gail A. Kunderger, MMC  
City Clerk

THE SHELDON PARK NEIGHBORHOOD  
IMPROVEMENT ASSOCIATION

Dated: 2/25, 2006

By

  
Its President

## **EXHIBIT A**

### **LOCATION AND LEGAL DESCRIPTIONS OF CITY LOTS**

Parcel # 24-190-001-0001-00

Northwest corner of Evanston and Oak Grove Street

Castenholz Grove Annex  
Lots 2 to 6 Incl Blk 1

Parcel # 24-750-000-0003-00

South side of McLaughlin Avenue just east of Burton Road

Samburt Park Addition  
Lot 3 & W ½ Lot 4

**EXHIBIT B**

**WAIVER**

I, \_\_\_\_\_ of \_\_\_\_\_

\_\_\_\_\_, Muskegon, Michigan, do hereby waive any and all claims against the City of Muskegon which may arise as a result of my suffering any injuries or damages in the course of my working on City property pursuant to an agreement between the Sheldon Park Neighborhood Improvement Association and the City of Muskegon, for the maintenance and improvement of the City property. I expressly state that I am working as a volunteer, without any remuneration, and that I am aware of the condition of the properties upon which I will be working.

Dated: \_\_\_\_\_, 200\_\_

WITNESSES:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**CITY COMMISSION MEETING**  
Tuesday, March 14, 2006

**TO:** Honorable Mayor and City Commissioners

**FROM:** Anthony L. Kleibecker  
Director of Public Safety

**DATE:** March 2, 2006

**SUBJECT:** Purchase of Computer Equipment

**SUMMARY OF REQUEST:**

Police Department staff request that the Commission approve the use of Criminal Forfeiture Funds to purchase new computer hardware. These computers will be utilized by the Patrol Bureau, Community Officers and the Professional Standards Office. The current computers are approximately 3-4 years old and we are beginning to experience a number of malfunctions. This purchase will coincide with the start-up of the county's new records management system. We would like to replace 13 computers.

This bid was developed with the assistance of the Information Technologies Department. Specifications for the computers are attached.

**FINANCIAL IMPACT:**

Cost for this package is \$16,765 (\$1,290 per unit). There is no impact on General Fund monies.

**BUDGET ACTION REQUIRED:**

None.

**STAFF RECOMMENDATION:**

Approval of this request.



**DELL****QUOTATION****QUOTE #: 279000881****Customer #: 3923456****Contract #: 70137****Customer Agreement #: Dell Std Terms****Quote Date: 3/1/06****Date: 3/1/06 1:59:20 PM****Customer Name: CITY OF MUSKEGON**

|                                 |                    |                                       |          |
|---------------------------------|--------------------|---------------------------------------|----------|
| <b>TOTAL QUOTE AMOUNT:</b>      | <b>\$12,712.70</b> |                                       |          |
| <b>Product Subtotal:</b>        | <b>\$12,712.70</b> |                                       |          |
| <b>Tax:</b>                     | <b>\$0.00</b>      |                                       |          |
| <b>Shipping &amp; Handling:</b> | <b>\$0.00</b>      |                                       |          |
| <b>Shipping Method:</b>         | <b>Ground</b>      | <b>Total Number of System Groups:</b> | <b>1</b> |

|                                    |                                                                                                         |                               |                                 |
|------------------------------------|---------------------------------------------------------------------------------------------------------|-------------------------------|---------------------------------|
| <b>GROUP: 1</b>                    | <b>QUANTITY: 13</b>                                                                                     | <b>SYSTEM PRICE: \$977.90</b> | <b>GROUP TOTAL: \$12,712.70</b> |
| <b>Base Unit:</b>                  | Dimension 3100 Series, Intel Pentium 4 Processor 630 with HT Technology (3GHz) and 2MB cache (222-0765) |                               |                                 |
| <b>Memory:</b>                     | 1GB DDR2 SDRAM at 400MHz (311-5378)                                                                     |                               |                                 |
| <b>Keyboard:</b>                   | Dell USB Keyboard (310-5324)                                                                            |                               |                                 |
| <b>Monitor:</b>                    | 17 in (17 in viewable) 1707FPC Flat Panel Display (320-4619)                                            |                               |                                 |
| <b>Video Card:</b>                 | Integrated Intel Graphics Media Accelerator 900 (320-4530)                                              |                               |                                 |
| <b>Hard Drive:</b>                 | 80GB Serial ATA Hard Drive (72 (341-2775)                                                               |                               |                                 |
| <b>Floppy Disk Drive:</b>          | 3.5in Floppy Drive (341-2840)                                                                           |                               |                                 |
| <b>Operating System:</b>           | Microsoft Windows XP Professional, Service Pack 2, English (420-4838)                                   |                               |                                 |
| <b>Operating System:</b>           | Image Restore (412-0688)                                                                                |                               |                                 |
| <b>Operating System:</b>           | Dimension Dell Support (412-0724)                                                                       |                               |                                 |
| <b>Operating System:</b>           | Windows Media Player 10 (420-4927)                                                                      |                               |                                 |
| <b>Operating System:</b>           | Dell Owners Manual installed on your system, click on icon after system set-up to access (463-2282)     |                               |                                 |
| <b>Operating System:</b>           | Dell Direct Download (420-5477)                                                                         |                               |                                 |
| <b>Operating System:</b>           | Internet Search and Portal (420-5769)                                                                   |                               |                                 |
| <b>Mouse:</b>                      | Dell 2-button USB Optical Mouse (310-6477)                                                              |                               |                                 |
| <b>NIC:</b>                        | Intel Pro 100M Integrated PCI NIC Card (430-0412)                                                       |                               |                                 |
| <b>Modem:</b>                      | No modem requested for Dell Dimension (313-3607)                                                        |                               |                                 |
| <b>TBU:</b>                        | Adobe Acrobat Reader 6.0 (412-0705)                                                                     |                               |                                 |
| <b>CD-ROM or DVD-ROM Drive:</b>    | 48X CD-RW Drive (313-4103)                                                                              |                               |                                 |
| <b>CD-ROM or DVD-ROM Drive:</b>    | Roxio Creator Basic (420-5787)                                                                          |                               |                                 |
| <b>Sound Card:</b>                 | Integrated Audio (313-2758)                                                                             |                               |                                 |
| <b>Speakers:</b>                   | Dell A215 Speakers (313-3207)                                                                           |                               |                                 |
| <b>Bundled Software:</b>           | No Productivity Software requested (412-1397)                                                           |                               |                                 |
| <b>Factory Installed Software:</b> | Network Associates McAfee 7.0, English, 90-day Trial (412-0850)                                         |                               |                                 |
| <b>Feature</b>                     | No Digital Music Software requested (461-8388)                                                          |                               |                                 |
| <b>Feature</b>                     | No Digital Imaging Software requested (461-3064)                                                        |                               |                                 |
| <b>Service:</b>                    | Type 3 Contract - Next Business Day Parts and Labor On-Site Response, 2YR Extended (950-7952)           |                               |                                 |

|          |                                                                                               |
|----------|-----------------------------------------------------------------------------------------------|
| Service: | Warranty Support,2 Year Extended (950-5462)                                                   |
| Service: | Warranty Support,Initial Year (960-6380)                                                      |
| Service: | Type 3 Contract - Next Business Day Parts and Labor On-Site Response, Initial Year (960-6210) |
| Service: | Thank You for buying Dell (983-2207)                                                          |
| Service: | Please visit WWW.Dell.COM (983-2217)                                                          |
| Misc:    | No Internet Service Provider Requested (412-0148)                                             |
|          | PC Restore Recovery System by Symantec (464-5503)                                             |
|          |                                                                                               |

|                |                      |            |               |
|----------------|----------------------|------------|---------------|
| SALES REP:     | RYAN SPARKS          | PHONE:     | 1800-901-3355 |
| Email Address: | Ryan_Sparks@Dell.com | Phone Ext: | 7282726       |

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. Orders may be faxed to the attention of your sales representative to 1-866-844-0532. You may also place your order online at [www.dell.com/quote](http://www.dell.com/quote)

Unless you have a separate agreement with Dell, the terms and conditions found at <http://ftpbox.us.dell.com/slg/resellers/resellertcs.htm> shall govern the sale and resale of the Products and Services referenced in this quotation.

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 888-863-8778, referencing your customer number. If you have any questions regarding tax please call 800-433-9019 or email Tax\_Department@dell.com. \*\****

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\\_Dell\\_ARS\\_Requests@dell.com](mailto:US_Dell_ARS_Requests@dell.com). Minimum quantities may apply.

Shipments to California: For certain products, a State Environmental Fee Of Up to \$10 per item may be applied to your invoice as early as Jan 1, 2005. Prices in your cart do not reflect this fee. More Info: or refer to URL [www.dell.com/environmentalfee](http://www.dell.com/environmentalfee)

## Kleibecker, Tony

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**From:** Boes, Jason  
**Sent:** Wednesday, March 01, 2006 2:57 PM  
**To:** Kleibecker, Tony  
**Subject:** FW: Requested Dell Quote(s) #279000881

**Attachments:** Quote\_279000881.html



Quote\_279000881.  
html (23 KB)

Also add 311.76 to each PC for a Microsoft Office Professional License.

$\$311.77 \times 13 = \$4053.01$

Grand Total of \$16,765.71

Jason

-----Original Message-----

**From:** Ryan\_Sparks@Dell.com [mailto:Ryan\_Sparks@Dell.com]  
**Sent:** Wednesday, March 01, 2006 2:59 PM  
**To:** Boes, Jason  
**Subject:** Requested Dell Quote(s) #279000881

**From:** Dell Inc.  
One Dell Way  
Round Rock, TX 78682

<http://dellapp.us.dell.com/clientslg/index.asp>

Your quote is an attachment to this message.  
You must open the attachment to view the quote.

PLEASE NOTE: If you do decide to purchase based upon this quote, please verify the following to avoid unnecessary delays due to configuration issues:  
Verify that the Operating System and configuration of the system(s) in the attached quote meet your IT and/or end user's needs.  
If you need to make any changes, please contact your sales representative for a new quote.

Once you have placed your order, you can go to <http://www.dell.com/public-ecare> to check the status.

If you would like Dell to send you an email when your order ships, go to <http://www.dell.com/public-ecare> to register.

If you would like to place your order Online, you can go to [www.dell.com/slg/qto](http://www.dell.com/slg/qto)

For Services Statements of work see attached URL's for each product line.

PO Fax Only: 1-866-844-0532

**Date: March 14, 2006**  
**To: Honorable Mayor and City Commissioners**  
**From: Engineering**  
**RE: Request for an Encroachment Agreement**

---

**SUMMARY OF REQUEST:**

Inland Seas on behalf of Marathon Petroleum company has filed the enclosed encroachment agreement form to install four (4) monitoring wells in the public right of way in the area of Sherman Blvd. and Glenside Blvd. (see attached map).

**FINANCIAL IMPACT:**

None

**BUDGET ACTION REQUIRED:**

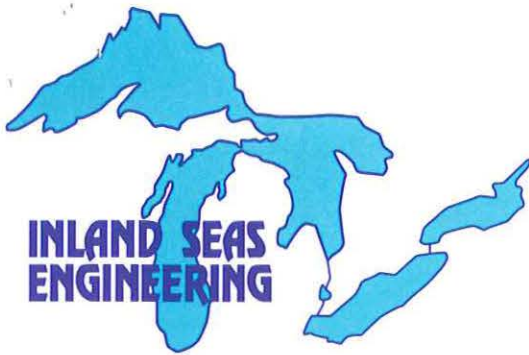
None

**STAFF RECOMMENDATION:**

To approve the encroachment agreement subjects to the supplemental conditions and compliance with the necessary insurance requirements.

**COMMITTEE RECOMMENDATION:**

None



PO Box 6820, Traverse City, MI 49696  
1755 Barlow Street, Traverse City, MI 49686  
Phone (231) 933-4041  
Fax (231) 933-4393

March 6, 2006

Ms. Evelyn Hoffman  
Engineering Department  
City of Muskegon  
933 Terrace Street  
PO Box 536  
Muskegon, Michigan 49443-0536

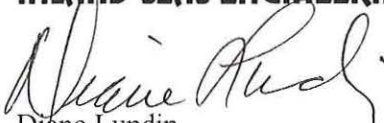
Re: Encroachment Agreement Application  
Former United Number 6302  
1385 W. Sherman Blvd.  
Roosevelt Park, Michigan 49441  
**ISE Project No. 04057**

Dear Ms. Hoffman:

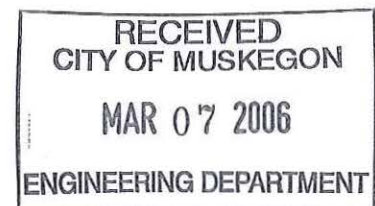
In response to your recent request, Inland Seas Engineering, Inc. (ISE) is submitting the signed Encroachment Agreement Application and accompanying paperwork to install monitoring wells within the City of Muskegon's right-of-way. In addition, a check for \$500.00 is enclosed to accompany the \$100.00 check submitted at an earlier date (check number 6260). ISE understands that the checks cover the initial filing fee and agreement fee for the 1<sup>st</sup> five (five) years for four (4) groundwater monitoring wells to be installed within the Right-of-Way, as described in the original application dated February 9, 2006.

ISE understands the request has been placed on the March 14, 2006 City of Muskegon meeting agenda and that the item will be voted on at that time. We appreciate the City of Muskegon's cooperation in approving the encroachment application. If you have any questions regarding the proposed site activities or encroachment agreement, please do not hesitate to contact me at (231) 933-4041.

Sincerely,  
**INLAND SEAS ENGINEERING, INC.**

  
Diane Lundin  
Project Scientist

enc.



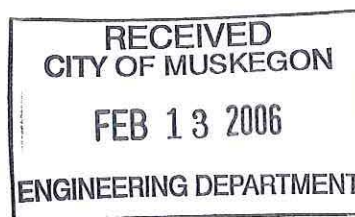


PO Box 6820, Traverse City, MI 49696  
1755 Barlow Street, Traverse City, MI 49686  
Phone (231) 933-4041  
Fax (231) 933-4393

February 9, 2006

Ms. Evelyn Hoffman  
Engineering Department  
City of Muskegon  
933 Terrace Street  
PO Box 536  
Muskegon, Michigan 49443-0536

Re: Encroachment Agreement Application  
Former United Number 6302  
1385 W. Sherman Blvd.  
Roosevelt Park, Michigan 49441  
ISE Project No. 04057



Dear Ms. Hoffman:

Inland Seas Engineering, Inc. (ISE) has been retained by Marathon Petroleum Company (MPC), a subsidiary of Marathon Oil Company, to address environmental contamination located at the Former United Number 6302 gasoline station, 1385 W. Sherman Blvd., Roosevelt Park. The site is shown in the figure labeled Site Plan Former United #6302, in the enclosed Encroachment Agreement Application. The site has been classified as a Leaking Underground Storage Tank site under Part 213 of the Natural Resources and Environmental Protection Act 451. Groundwater flow is in the northwest direction from the site. In order to further define the extent of contamination, ISE is submitting an Encroachment Agreement Application and accompanying paperwork to install monitoring wells within the City of Muskegon's right-of-way.

The wells will be installed through the use of Geoprobe drilling equipment, to a depth of ten to twenty-five feet, and screened at an interval of 5-10 feet for the shallower wells, and at 22-25 feet in the deeper wells. The proposed wells are of standard cast iron vault construction, installed flush with the ground. A schematic of a typical flush-mount monitor well is attached to the Encroachment Agreement Application labeled *Flush-Mount Well Construction Detail*.

Pursuant to your letter dated December 7, 2005, the following enclosures are included with this letter:

- The Encroachment Agreement Application. There are obviously sections that will be filled out by the City of Muskegon. ISE will provide a signature upon approval.

- A check for \$100.00 covering the non-refundable application fee. Per our recent telephone conversations, ISE understands that additional fees will apply to the encroachment fees as described in the application for five (5) years. These fees will amount to \$400.00 for the four (4) monitoring wells, and that the fee will be valid for five (5) years from the date of the encroachment agreement. In addition, a Right-of-Way (ROW) permit will also be necessary to install the wells. The ROW permit can be issued just before the work is scheduled to begin, and will require additional permit fees.
- A certificate of liability insurance naming the City of Muskegon as additional insured.
- A Surety Bond issued to the City of Muskegon as required under Chapter 28, City of Muskegon Code of Ordinances.

ISE understands the request will be put on the agenda for a meeting that is scheduled for the City of Muskegon on February 28, 2006, and that the item will be voted on at that time. We appreciate the City of Muskegon's cooperation in approving the encroachment application so that we can expedite delineation of groundwater contamination from the site. If you have any questions regarding the proposed site activities or encroachment agreement, please do not hesitate to contact me at (231) 933-4041.

Sincerely,

**INLAND SEAS ENGINEERING, INC.**



Diane Lundin  
Project Scientist

CC: Dawn Stufft, Marathon Petroleum Company, LLC

enc.

Z:\Clients\MAPLLC-SSA\04057-SSA Muskegon\Communications\Encroachment Agreement Cover Letter.doc

**INLAND SEAS ENGINEERING, INC.**

**CITY OF MUSKEGON**

**ENCROACHMENT AGREEMENT AND PERMIT**

THIS AGREEMENT is made and entered into this 14<sup>th</sup> day of March 2006 by  
and between the CITY OF MUSKEGON, a municipal corporation (hereinafter called CITY), and  
Inland Seas Engineering, Inc. (ISE) -(hereinafter called LICENSEE).

**RECITALS**

1. LICENSEE proposes to install, repair or maintain improvements or facilities ("the encroachment"), in or abutting a street, alley, sidewalk, park, terrace or other property controlled or owned by the City of Muskegon, the encroachment being described as

See Attachment A

---

2. The City-owned or controlled property (herein "property") subject to the encroachment is described as:

[please insert a general description, and if required by the CITY, an accurate legal description]

See Attachment A and attached figures

---

3. The CITY is willing to grant such privilege upon the terms and conditions herein. This agreement shall constitute a permit under section 18-19 of the Code of Ordinances, but shall apply to any encroachment on public ways or property.

THEREFORE,

1. CITY does hereby grant unto LICENSEE the privilege of   X   constructing,  
  X   installing,   X   maintaining,   X   repairing and performing all necessary functions relating to the encroachment, and for that purpose to enter the property, for the term herein stated.



This privilege shall be effective upon the issuance of an encroachment permit, which shall be issued only after approval of this agreement by the City Commission and delivery to the CITY of the required evidence of insurance coverages.

1. This grant is subject to the following special conditions: \_\_\_\_\_  
see attached supplemental conditions

2. That LICENSEE shall pay to the CITY for the privilege hereby granted the sum of *Five hundred and no/100* ~~Three hundred and no/100~~ *\$500.00* ~~Dollars (\$ 300.00 )~~ *(PER COVER LETTER + TELEPHONE CALL BY EVERETT HOFFMAN, 3/6/06) \$21* such payment to be made upon the signing *(DP)*

of this agreement to be dated as of the 14<sup>th</sup> day of March 2006, to the City Treasurer of the City of Muskegon, and the privilege hereby granted shall continue for a period to terminate the first day of May, 2011 unless sooner terminated as hereinafter provided.

3. INDEMNIFICATION. The LICENSEE shall indemnify and save harmless said GRANTOR of and from any liability for claims, damages, costs, expenses, or fees, including any attorney fees, or fines or awards brought against or charged to the CITY by any person, firm or corporation on account of or arising from the privilege hereby granted to LICENSEE or the activities of the LICENSEE related to the encroachment or this privilege. This indemnification obligation shall include all liabilities for environmental damage or releases of hazardous substances subject to any governmental or third party action. "Hazardous substance" is defined as any material constituting a prohibited or regulated substance under governmental law, rule, statute or regulation in force at any time, including future times.

4. INSURANCE, LICENSEE shall at all times carry liability insurance in such amounts as are satisfactory to CITY, and issued by companies acceptable to the CITY, licensed in the State of Michigan, naming CITY OF MUSKEGON as an additional insured on any such policy. LICENSEE will file with

the CITY certificates or policies evidencing such insurance coverage. The insurance policies or certificates shall provide that the CITY shall be given thirty days (30) written notice before a cancellation or change in coverage may occur. The types of coverage and coverage limits to be required shall be as follows:

Certificate of Liability insurance for at least \$500,000.00 naming the  
City of Muskegon as additional insured.

---

5. BONDING. Before this agreement/permit becomes valid, LICENSEE shall file with the CITY a bond conforming with the requirements of any ordinance, and shall keep same in force during the entire term of this agreement.

6. The privilege hereby granted may be canceled and revoked by the CITY at any time upon giving said LICENSEE 30 days of written notice of such cancellation and revocation.

7. LICENSEE may surrender up the privilege hereby granted at any time upon giving notice in writing to the CITY 30 days prior to such surrender; provided, however, that upon the voluntary relinquishment or abandonment of this privilege, or upon cancellation or revocation thereof by the CITY, the LICENSEE shall remove any structure(s) erected upon, within or overhanging the area of encroachment and restore the property at LICENSEE'S expense and in a manner satisfactory to the CITY and in default thereof shall be liable to the CITY for any cost, damage or expense the CITY may sustain in such restoration.

8. That should said LICENSEE fail or refuse to conform to any of the conditions on its part to be performed hereunder, the privilege hereby granted shall immediately terminate and become null and void.

9. This agreement shall be binding upon the respective heirs, representatives, successors and assigns of the parties hereto.

Witnesses:

Linda Potter  
Linda Potter

JoAnn Krukowski  
JoAnn Krukowski

Diane C. Lundin

Diane C. Lundin, PS  
Inland Seas Engineering, Inc.

CITY OF MUSKEGON

By Stephen J. Warmington, Mayor

And Gail A. Kunding  
Gail A. Kunding, Clerk

LICENSEE:

David T. Rowe, Sec

David T. Rowe, Secretary  
Inland Seas Engineering, Inc.

## SUPPLEMENTAL CONDITIONS

- 1- The grantee shall be fully responsible for the maintenance of the wells and any relocation that becomes necessary to facilitate other improvements within the right of way (s).
- 2- Grantee will be responsible to maintain and keep, for the duration of this agreement, a valid insurance coverage satisfactory to the City.
- 3- If approved (by the City Commission), a permit to work in the right of way must be obtained from the Engineering Department before any work begins.
- 4- Insurance: LICENSEE shall at all times carry liability insurance in such amounts as are satisfactory to the City. The provision for liability insurance set forth shall remain in full force and effect in lieu of any other insurance requirement, provided that the City shall be given thirty days written notice before a change in coverage may occur.
- 5- The City and/or its agent are not responsible for any damage to the facilities.

## **Attachment A**

**Attention:**

Engineering Department  
City of Muskegon  
933 Terrace Street  
PO Box 536  
Muskegon, Michigan 49443-0536

**Detailed Drawing/Sketch:**

The proposed monitoring wells are shown on the attached figure labeled *Site Plan Former United 6302*.

**Location of encroachment:**

The proposed monitoring wells are located on the north and south side of Sherman Boulevard, west of the intersection of Glenside and Sherman Boulevards, and on the west side of Glenside Boulevard, north of the same intersection, as shown on the attached figure.

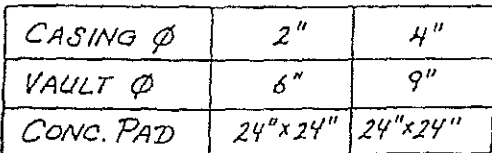
**Purpose:**

The site has been classified as a Leaking Underground Storage Tank site under Part 213 of the Natural Resources and Environmental Protection Act 451. The wells are needed to sample the groundwater to define the extent of contamination as required by Part 213.

The monitoring wells will be installed through the use of Geoprobe drilling equipment, to a depth of ten to forty feet, and screened at an interval of 5-10 feet for the shallower wells, and at 22-25 feet in the deeper well. The wells are of standard cast iron vault construction, installed flush with the ground. A schematic of a typical flush-mount monitor well is attached in the figure labeled *Flush-Mount Well Construction Detail*.



(NOT TO SCALE)



SEPT. 10, 1993

|                                                                                                                                                    |  |                                                                                                                                                                                                             |
|----------------------------------------------------------------------------------------------------------------------------------------------------|--|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>ACORD CERTIFICATE OF LIABILITY INSURANCE</b>                                                                                                    |  | DATE (MM/DD/YYYY)<br>01/25/2006                                                                                                                                                                             |
| PRODUCER (734)662-4041 FAX (734)662-4065<br>Professional Concepts Insurance Agency Inc.<br>2950 S State Street<br>Suite 402<br>Ann Arbor, MI 48104 |  | THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. |
| INSURED Inland Seas Engineering, Inc.<br>PO Box 6820<br>1755 Barlow Street<br>Traverse City, MI 49686                                              |  |                                                                                                                                                                                                             |
|                                                                                                                                                    |  | INSURERS AFFORDING COVERAGE                                                                                                                                                                                 |
|                                                                                                                                                    |  | INSURER A Hartford Insurance Co.                                                                                                                                                                            |
|                                                                                                                                                    |  | INSURER B Hartford Insurance Co.                                                                                                                                                                            |
|                                                                                                                                                    |  | INSURER C DPR - XL Speciality Ins. Co.                                                                                                                                                                      |
|                                                                                                                                                    |  | INSURER D:                                                                                                                                                                                                  |
|                                                                                                                                                    |  | INSURER E:                                                                                                                                                                                                  |
|                                                                                                                                                    |  | NAIC #                                                                                                                                                                                                      |

**COVERAGES**

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

| INSR ADD'L LTR INSRD | TYPE OF INSURANCE                                                                                                                    | POLICY NUMBER | POLICY EFFECTIVE DATE (MM/DD/YY) | POLICY EXPIRATION DATE (MM/DD/YY) | LIMITS                                                                                                      |
|----------------------|--------------------------------------------------------------------------------------------------------------------------------------|---------------|----------------------------------|-----------------------------------|-------------------------------------------------------------------------------------------------------------|
| A                    | GENERAL LIABILITY                                                                                                                    | 35SBAPB8511   | 01/18/2006                       | 01/18/2007                        | EACH OCCURRENCE \$ 1,000,000                                                                                |
|                      | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY                                                                     |               |                                  |                                   | DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000                                                      |
|                      | <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR                                                       |               |                                  |                                   | MED EXP (Any one person) \$ 10,000                                                                          |
|                      | GEN'L AGGREGATE LIMIT APPLIES PER:<br><input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC |               |                                  |                                   | PERSONAL & ADV INJURY \$ 1,000,000<br>GENERAL AGGREGATE \$ 2,000,000<br>PRODUCTS - COMP/OP AGG \$ 2,000,000 |
| A                    | AUTOMOBILE LIABILITY                                                                                                                 | 35UECUJ8087   | 01/18/2006                       | 01/18/2007                        | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000                                                            |
|                      | <input checked="" type="checkbox"/> ANY AUTO                                                                                         |               |                                  |                                   | BODILY INJURY (Per person) \$                                                                               |
|                      | <input type="checkbox"/> ALL OWNED AUTOS                                                                                             |               |                                  |                                   | BODILY INJURY (Per accident) \$                                                                             |
|                      | <input checked="" type="checkbox"/> SCHEDULED AUTOS                                                                                  |               |                                  |                                   | PROPERTY DAMAGE (Per accident) \$                                                                           |
| A                    | GARAGE LIABILITY                                                                                                                     | 35SBAPB8511   | 01/18/2006                       | 01/18/2007                        | AUTO ONLY - EA ACCIDENT \$                                                                                  |
|                      | <input type="checkbox"/> ANY AUTO                                                                                                    |               |                                  |                                   | OTHER THAN EA ACC \$                                                                                        |
|                      | EXCESS/UMBRELLA LIABILITY                                                                                                            |               |                                  |                                   | AUTO ONLY: AGG \$                                                                                           |
|                      | <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE                                                       |               |                                  |                                   | EACH OCCURRENCE \$ 2,000,000                                                                                |
| A                    | DEDUCTIBLE                                                                                                                           | 35SBAPB8511   | 01/18/2006                       | 01/18/2007                        | AGGREGATE \$                                                                                                |
|                      | RETENTION \$                                                                                                                         |               |                                  |                                   | \$                                                                                                          |
|                      |                                                                                                                                      |               |                                  |                                   | \$                                                                                                          |
|                      |                                                                                                                                      |               |                                  |                                   | \$                                                                                                          |
| B                    | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY                                                                                        | 35WECKB2942   | 01/18/2006                       | 01/18/2007                        | <input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER                     |
|                      | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?                                                                            |               |                                  |                                   | E.L. EACH ACCIDENT \$ 500,000                                                                               |
|                      | If yes, describe under SPECIAL PROVISIONS below                                                                                      |               |                                  |                                   | E.L. DISEASE - EA EMPLOYEE \$ 500,000                                                                       |
|                      | WAIVER OF SUBROGATION APPLIES                                                                                                        |               |                                  |                                   | E.L. DISEASE - POLICY LIMIT \$ 500,000                                                                      |
| C                    | OTHER Professional Liability & Pollution Liability                                                                                   | DPR940498     | 02/04/2006                       | 02/04/2007                        | \$1,000,000 Per Claim<br>\$1,000,000 Aggregate                                                              |

## DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Project: North and South side of Sherman Blvd., west of Glenside and Sherman Blvd. intersection, and on the west side of Glenside Blvd. as shown in attached figure for Encroachment  
 City of Muskegon is named as Additional Insured as respects to General Liability only and would apply to the above named project so long as required within a written contract.

**CERTIFICATE HOLDER**

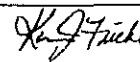
City of Muskegon  
 933 Terrace St.  
 P.O. Box 536  
 Muskegon, MI 49443-0536

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Kim Fricke/DME





COPY

Effective Date: January 25th, 2006

Bond No. 14794531

Date \_\_\_\_\_

Approved \_\_\_\_\_

Name of Contractor \_\_\_\_\_

**CORPORATE SURETY BOND  
TO  
THE CITY OF MUSKEGON  
FOR PERSONS CONSTRUCTING SIDEWALKS, DRIVEWAYS, PAVEMENTS,  
CROSSWALKS, DRAINS, SEWERS, PUBLIC STREETS, PUBLIC WAYS,  
BOULEVARDS OR TERRACES**

Chapter 28, City of Muskegon Code of Ordinances

(This bond expires the 31<sup>st</sup> day of December of each year)

(For work on or adjacent to property not owned by Contractor)

KNOW ALL MEN BY THESE PRESENTS, That we, Inland Seas Engineering, Inc.

\_\_\_\_\_ as Principal, and

WESTERN SURETY COMPANY

as Sureties, are held and firmly bound to the City of Muskegon, (a municipal corporation of the State of Michigan) in the sum of Five Thousand Dollars (\$5,000), lawful money, to be paid to said City of Muskegon for which payment well and truly to be made, we bind ourselves, our and each of our heirs, executors, and administrators, jointly and severally, firmly by these presents.

Sealed with our seals and dated this 31st day of January, 2006.

WHEREAS, the above bounded Principal desires to perform construction, destruction, excavation, removal of filling, or filling on pavements, sidewalks, crosswalks, drains, sewers, public streets, ways, boulevards or terraces in the City of Muskegon and obtain permits for each project; and

WHEREAS, a bond is required by said Chapter 18 of the Code.

NOW THEREFORE, the condition of this obligation is such that on the issuing of a permit for the carrying of such activity by the above named Principal, Principal shall comply with all provisions of the ordinance and perform such activities in accordance with the ordinance and directions of the City of Muskegon including guidelines and requirements for protection and the prevention of any injury to person or property, that Principal shall, within 24 hours after the completion of all work remove from streets, sidewalks, alleys, terraces or boulevards all material, refuse or debris that may have been deposited therein by reason of said activities and provided Principal indemnifies and saves harmless the City

of Muskegon from any claim for injuries that may be caused to any person or property in consequence of Principal's activities, then this obligation shall be void, otherwise to remain in full force and effect.

**PRINCIPAL**

Inland Seas Engineering, Inc.  
\_\_\_\_\_

STATE OF MICHIGAN }  
COUNTY OF MUSKEGON } ss

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_,  
by \_\_\_\_\_  
on behalf of Principal.

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

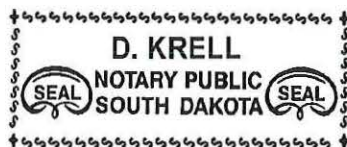
Muskegon County, Michigan  
My comm. Expires: \_\_\_\_\_

SURETY WESTERN SURETY COMPANY  
By Paul T. Bruflat  
Paul T. Bruflat, Senior Vice President



STATE OF South Dakota }  
COUNTY OF Minnehaha } ss

The foregoing instrument was acknowledged before me this 31st day of January, 2006.  
by Paul T. Bruflat, Senior Vice President  
on behalf of Surety.



D. Krell

Notary Public

Minnehaha County, South Dakota

My comm. Expires: November 30, 2006.

(POWER OF ATTORNEY TO BE ATTACHED)

# Western Surety Company

## POWER OF ATTORNEY

### KNOW ALL MEN BY THESE PRESENTS:

That WESTERN SURETY COMPANY, a corporation organized and existing under the laws of the State of South Dakota, and authorized and licensed to do business in the States of Alabama, Alaska, Arizona, Arkansas, California, Colorado, Connecticut, Delaware, District of Columbia, Florida, Georgia, Hawaii, Idaho, Illinois, Indiana, Iowa, Kansas, Kentucky, Louisiana, Maine, Maryland, Massachusetts, Michigan, Minnesota, Mississippi, Missouri, Montana, Nebraska, Nevada, New Hampshire, New Jersey, New Mexico, New York, North Carolina, North Dakota, Ohio, Oklahoma, Oregon, Pennsylvania, Rhode Island, South Carolina, South Dakota, Tennessee, Texas, Utah, Vermont, Virginia, Washington, West Virginia, Wisconsin, Wyoming, and the United States of America, does hereby make, constitute and appoint

Paul T. Bruflat of Sioux Falls,  
State of South Dakota, its regularly elected Senior Vice President,  
as Attorney-in-Fact, with full power and authority hereby conferred upon him to sign, execute, acknowledge and deliver for and on its behalf as Surety and as its act and deed, all of the following classes of documents to-wit:

Indemnity, Surety and Undertakings that may be desired by contract, or may be given in any action or proceeding in any court of law or equity, policies, indemnifying employers against loss or damage caused by the misconduct of their employees; official, bail, and surety and fidelity bonds, indemnity in all cases where indemnity may be lawfully given; and with full power and authority to execute consents and waivers to modify or change or extend any bond or document executed for this Company, and to compromise and settle any and all claims or demands made or existing against said Company.

Western Surety Company further certifies that the following is a true and exact copy of Section 7 of the by-laws of Western Surety Company duly adopted and now in force, to-wit:

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys-in-Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

In Witness Whereof, the said WESTERN SURETY COMPANY has caused these presents to be executed by its  
Senior Vice President with the corporate seal affixed this 31st day of January, 2006.

ATTEST

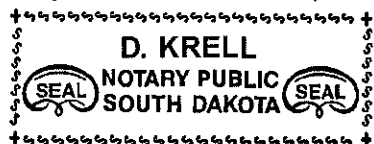
L. Nelson  
Assistant Secretary

WESTERN SURETY COMPANY  
By Paul T. Bruflat  
Paul T. Bruflat, Senior Vice President

STATE OF SOUTH DAKOTA }  
COUNTY OF MINNEHAHA } ss

On this 31st day of January, 2006, before me, a Notary Public, personally appeared  
Paul T. Bruflat and L. Nelson

who, being by me duly sworn, acknowledged that they signed the above Power of Attorney as Senior Vice President  
and Assistant Secretary, respectively, of the said WESTERN SURETY COMPANY, and acknowledged said instrument to be the voluntary act and deed of said Corporation.



My Commission Expires November 30, 2006

D. Krell  
Notary Public

**INLAND SEAS ENGINEERING INC.**

City of Muskegon

**6338**

| Voucher Invoice | Type    | Date     | Reference                     | Balance  | Discount | Pay Amount |
|-----------------|---------|----------|-------------------------------|----------|----------|------------|
| 15151 03/06/06  | Invoice | 03/06/06 | Encroachment Agree. MPC #6302 | \$500.00 | \$0.00   | \$500.00   |

Date: 03/06/06

Check Number: **6338**

Check Amt: \$ 500.00

**INLAND SEAS ENGINEERING INC.** 05-02  
P.O. BOX 6820  
TRAVERSE CITY, MI 49696-6820

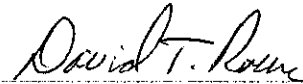
**IRWIN UNION BANK**  
TRAVERSE CITY, MICHIGAN 49684  
71-234-749

**6338****6338**

Exactly Five hundred and xx / 100 Dollars

DATE  
03/06/06AMOUNT  
\$500.00PAY  
TO THE  
ORDER  
OF

City of Muskegon  
933 Terrace St.  
Muskegon MI 49443

Details on back.  
Security Features Included.

MP

⑈006338⑈ ⑆074902341⑆ 39875562⑈

**INLAND SEAS ENGINEERING INC.**  
City of Muskegon

6260

| Voucher | Invoice  | Type    | Date     | Reference                   |
|---------|----------|---------|----------|-----------------------------|
| 15049   | DCL21006 | Invoice | 02/10/06 | Encroachment Agreement App. |

|       |           |               |            |
|-------|-----------|---------------|------------|
| Date: | 2/10/2006 | Check Number: | 6260       |
|       |           | Check Amt:    | \$ 100.00  |
|       | Balance   | Discount      | Pay Amount |
|       | \$100.00  | \$0.00        | \$100.00   |

**INLAND SEAS ENGINEERING INC.** 05-02  
P.O. BOX 6820  
TRAVERSE CITY, MI 49696-6820

**IRWIN UNION BANK**  
TRAVERSE CITY, MICHIGAN 49684  
71-234-749

6260

6260

Exactly One hundred and xx / 100 Dollars

DATE  
2/10/2006

AMOUNT  
\$100.00

PAY  
TO THE  
ORDER  
OF  
City of Muskegon  
933 Terrace St.  
Muskegon MI 49443



⑈006260⑈ ⑆074902341⑆ 39875562⑈

**AGENDA ITEM No. \_\_\_\_\_**

**MUSKEGON CITY COMMISSION – March 14, 2006**

---

**TO:** Honorable Mayor & City Commissioners

**FROM:** Planning Department *CBC*

**DATE:** March 1, 2006

**SUBJECT:** Approval of a Neighborhood Enterprise Zone Certificate

---

**SUMMARY OF REQUEST**

An application for a Neighborhood Enterprise Zone (NEZ) certificate has been received from Millie Ortiz to rehabilitate a home in the Nelson neighborhood at 1120 Jefferson Street that she has just purchased. The home is on the dangerous building list and the applicant has set up a timeline for repairs with the Inspections Department. The home is located in a Neighborhood Enterprise Zone. The application states that the estimated cost for rehabilitation will be \$30,000. There will be new electrical, plumbing, furnace, windows, some drywall and the repairing of the floor and walls. The applicant has met local and state requirements for the issuance of the NEZ certificate. Approval or denial by the City Commission is required within 60 days of the application date and must be forwarded to the State Tax Commission.

**FINANCIAL IMPACT**

Taxation will be 50% of the State average for the next 7 years.

**BUDGET ACTION REQUIRED**

None.

**STAFF RECOMMENDATION**

Approve issuance of the NEZ certificate.

**COMMITTEE RECOMMENDATION**

None.

RECEIVED

APR 1 2006

CITY OF MUSKEGON  
PLANNING DEPARTMENT

## Application for Neighborhood Enterprise Zone Certificate

Issued under authority of P.A. 147 of 1992, as amended.

**INSTRUCTIONS:** Read this form before completing application. This application must be filed prior to building permit issuance and start of construction. Initially file one original application (with legal description) and two additional copies of this form with the clerk of the local governmental unit (three complete sets). The additional documents to complete the application process will be required by the State of Michigan only after the original application is filed with the local clerk.

| To be Completed by Clerk of Local Government Unit |                                       |           |
|---------------------------------------------------|---------------------------------------|-----------|
| Signature of Clerk<br><i>Dail A. Kundergen</i>    | Date received by Local Unit<br>3-1-06 | LUCI Code |
| State Tax Commission Use Only                     |                                       |           |
| Date received by State Tax Commission             | Application Number                    |           |

**Applicant, Do Not Write Above This Line. Begin Entries at 1 Below.**

### PART I: APPLICANT INFORMATION

All boxes must be completed.

|                                                                                                                                                                                                                                                                                                                               |                                                                                            |                                                                                                                                                                                   |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1. Applicant Name<br><i>Millie ORTIZ</i>                                                                                                                                                                                                                                                                                      |                                                                                            | 2. Amount of years requested for exemption<br>7                                                                                                                                   |
| 3. Location of Facility (Street No., City, State, ZIP Code)<br><i>1120 Jefferson</i>                                                                                                                                                                                                                                          |                                                                                            |                                                                                                                                                                                   |
| 4. Name of City/Township/Village (indicate which)<br><i>Muskegon</i>                                                                                                                                                                                                                                                          |                                                                                            | 5. Name of County<br><i>Muskegon</i>                                                                                                                                              |
| 6. <input type="checkbox"/> New <input checked="" type="checkbox"/> Rehabilitation <input type="checkbox"/> Transfer (1 copy only)                                                                                                                                                                                            |                                                                                            | 7a. School District where facility is located<br><i>Muskegon</i>                                                                                                                  |
| 7b. School Code                                                                                                                                                                                                                                                                                                               |                                                                                            |                                                                                                                                                                                   |
| 8. Is the Building Owned or Rented by the Occupant?<br><input checked="" type="checkbox"/> Owned <input type="checkbox"/> Rented                                                                                                                                                                                              |                                                                                            | 9. Type of Property<br><input checked="" type="checkbox"/> House <input type="checkbox"/> Duplex <input type="checkbox"/> Apartment - No. of Units <input type="checkbox"/> Condo |
| 10. Name of Governing Body that established district<br><i>City of Muskegon</i>                                                                                                                                                                                                                                               | 11a. Name or Number of Neighborhood Enterprise Zone<br><i>Rehab &amp; New Construction</i> | 11b. Date district was established<br>1993                                                                                                                                        |
| 12. Identify who the work was completed by<br><input type="checkbox"/> Licensed Contractor <input type="checkbox"/> Other: _____                                                                                                                                                                                              | 13. Estimated or Actual Project Cost<br>\$30,000                                           | 14. Investment Cost                                                                                                                                                               |
| 15. Timetable for undertaking and completing the rehabilitation or construction of the facility.<br><i>March 2006 thru July 2006</i>                                                                                                                                                                                          |                                                                                            |                                                                                                                                                                                   |
| 16. Describe the general nature and extent of the rehabilitation or new construction to be undertaken. Include Breakdown of Investment Cost (use attachments if necessary)<br><i>New Electrical \$8,000 New Furnace 2500<br/>New Plumbing \$7,000 Window \$2,000<br/>Some new drywall \$5,500 Repair wall, floors \$5,000</i> |                                                                                            |                                                                                                                                                                                   |
| 17. Taxable Value of Real Property<br>\$ 14,107                                                                                                                                                                                                                                                                               |                                                                                            |                                                                                                                                                                                   |

### APPLICANT CERTIFICATION

The undersigned owner making this application certifies that, to the best of his/her knowledge, no information contained herein or in the attachments hereto is false in any way and that all are truly descriptive of the residential real property for which this application is being submitted.

It is further certified that the undersigned is familiar with the provisions of P.A. 147 of 1992, as amended, being Sections 207.771 to 207.787, inclusive, of the Michigan Compiled Laws; and to the best of his/her knowledge and belief, (s)he has complied or will be able to comply with all of the requirements thereof which are prerequisite to the approval of the application by the local unit of government and the issuance of Neighborhood Enterprise Zone Certificate by the State Tax Commission.

|                                                                                                                                                 |                       |                                          |
|-------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------|------------------------------------------|
| Print the contact name of the person who should be contacted if more information is required to act on this application.<br><i>Millie ORTIZ</i> |                       | Contact Telephone Number<br>231-578-9512 |
| Contact Fax Number                                                                                                                              | Contact Email Address |                                          |
| Print name of owner/applicant<br><i>Millie ORTIZ</i>                                                                                            |                       |                                          |
| Signature of owner/applicant<br><i>Millie ORTIZ</i>                                                                                             |                       | Date<br>3/1/06                           |
| Mailing Address (Street, City, State, ZIP Code)<br><i>362 W. Muskegon Avenue</i>                                                                |                       | Telephone Number<br>231-578-9512         |
|                                                                                                                                                 |                       | E-mail Address                           |

**LOCAL GOVERNMENT ACTION & CERTIFICATION**

This section must be completed by the clerk of the local governmental unit before submitting application to the State Tax Commission.

|                                                                                                                                                                                                                                                                                          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 18a. Action taken by local government unit<br><input checked="" type="checkbox"/> Abatement Approved for <u>7</u> Years (6-12)<br><input type="checkbox"/> Abatement Approved for _____ Years (11-17 historical credits)<br><input type="checkbox"/> Denied (include Resolution Denying) | 18b. The State Tax Commission requires the following documents be filed for an administratively complete application:<br><input type="checkbox"/> 1. Original Application<br><input type="checkbox"/> 2. Legal description of the real property with parcel code number of the property.<br><input type="checkbox"/> 3. Resolution approving/denying application (include # of years)<br><b>IN ADDITION TO 1-3, SUBMIT FOR REHABILITATION APPLICATIONS ONLY.</b><br><input type="checkbox"/> 4. Statement by the assessor showing the taxable value of the rehabilitated facility not including the land, for the tax year immediately preceding the effective date of the rehabilitation. |
| 19. Date of Resolution Approving/Denying this application<br><u>March 14, 2006</u>                                                                                                                                                                                                       | 20. Name of Local Government Body                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |

Attached hereto is an original application and documents listed in 18b. I also certify that all documents listed in 18a are on file at the local unit for inspection at any time.

|                                                                                                        |                                                  |                                                             |
|--------------------------------------------------------------------------------------------------------|--------------------------------------------------|-------------------------------------------------------------|
| 21a. Clerk Signature<br><u>Gail A. Kunding</u>                                                         | 21b. Clerk Name<br><u>Gail A. Kunding</u>        | 21c. Clerk Email Address<br><u>gail.kunding@postman.org</u> |
| 21d. Clerk's Mailing Address (Street, City, State, ZIP Code)<br><u>933 Terrace, Muskegon, MI 49440</u> |                                                  |                                                             |
| 21e. Clerk's Telephone Number<br><u>(231) 724-6705</u>                                                 | 21f. Clerk's Fax Number<br><u>(231) 724-4178</u> |                                                             |

Local Unit: Mail original completed application and attachments 1-3 (or for rehabilitation, 1-4) to:

State Tax Commission  
Michigan Department of Treasury  
P.O. Box 30471  
Lansing, MI 48909-7971

**SUBMIT THIS INFORMATION ONLY AFTER LOCAL UNIT APPROVAL.****INFORMATION TO COMPLETE THE APPLICATION PROCESS (STATE LEVEL)****The following items will be required for a New Construction:**

1. The new owner/occupant completes an application making sure to sign the front page (most of the information needed can be taken from the original application filed by the developer. Be sure to copy both sides of the application - - front and back).
2. A copy of the legal description of the real property with parcel code number of the property for each house/condo being built.
3. A copy of the building permit. Make sure the copy of the permit (building/trade permits) sent to the State of Michigan is clear and legible.
4. A copy of the new owners Warranty Deed showing ownership with the date the deed was executed and signed.
5. A copy of the Certificate of Occupancy and Compliance.

**The following items will be required for Rehabilitated projects:**

1. Documentation proving the cost requirements of section 2(i) is met. A breakdown of investment cost for each house, condo or unit being rehabilitated and the square footage for each.
2. A copy of the legal description of the real property with parcel code number of the property for each house/condo being rehabilitated.
3. For a rehabilitated facility you may not have a building permit but you will have trade permits - - please send copies. Make sure the copy of the permit (building/trade permits) sent to the State of Michigan is clear and legible.
4. A copy of the new owners Warranty Deed showing ownership with the date the deed was executed and signed.
5. A certificate of Occupancy and Compliance or a Certification by the local building official, certifying that the building meets minimum building codes for the local unit. Applicant must contact the building official.
6. A copy of the statement by the Assessor showing taxable value of the rehabilitated facility, not including the land, for the tax year immediately preceding the effective date of the rehabilitation.



Parcel: 61-24-205-363-0004-00

Owner's Name: JPMORGAN CHASE BANK

Property Address: 1120 JEFFERSON ST

MAP #: 24-31-30-235-010

Cur. Class : 401 Gov. Unit: 24 24.CITY OF MUSKEGON School: 61010 MUSKEGON SCHOOLS  
 Prev. Class: 401 Neighborhood: R11. R11.04 NELSON RES

Liber/Page: 3675/935 Created: / / Split: / / Active  
 Public Impr.: Paved Road, Storm Sewer, Sidewalk, Water, Sewer, Electric, Gas,  
 Curb  
 Topography: Level, Landscaped

Legal Description:  
 CITY OF MUSKEGON  
 REVISED PLAT OF 1903  
 N 38 FT LOT 4 BLK 363

Mailing Address:  
 1270 NORTHLAND DR STE 200  
 MENDOTA HTS MN 55120-1176

-----  
Most Recent Permit Information

Permit PB030575 on 07/28/2003 for \$20,000 category Res. Add/Alter/Repair.

-----  
Physical Property Characteristics

|                     |                       |                      |
|---------------------|-----------------------|----------------------|
| 2006 S.E.V.: 20,000 | Taxable: 14,572       | Lot Dimen:           |
| 2005 S.E.V.: 19,000 | Taxable: 14,107       | Acreage: 0.12        |
| Zoning: R-1         | Land Value: 10,000    | Frontage: 38.0       |
| PRE: 0.000%         | Land Impr. Value: 474 | Average Depth: 132.0 |

-----  
Improvement Data

# of Residential Buildings: 1  
 Year Built: 0  
 Occupancy: Single Family  
 Class: D -5  
 Style: 2 STORY  
 Exterior: Wood Siding  
 % Good (Physical): 45  
 Heating System: Forced Air w/o Ducts  
 Electric - Amps Service: 100  
 # of Bedrooms: 4  
 Full Baths: 2 Half Baths: 0  
 Floor Area: 1,825  
 Ground Area: 1,103  
 Garage Area:  
 Basement Area: 180  
 Basement Walls:  
 Est. TCV: 29,477

# of Ag. Buildings: 0  
 Est. TCV:  
 # of Commercial Buildings: 0  
 Type:  
 Desc:  
 Class:  
 Quality:  
 Built: 0 Remodeled: 0  
 Overall Building Height: 0  
 Floor Area:  
 Sale Price/Floor Area: 0.00  
 Est. TCV:

Cmts:



Resolution No. 2006-24(b)

**MUSKEGON CITY COMMISSION**

**RESOLUTION TO APPROVE THE ISSUANCE  
OF A NEIGHBORHOOD ENTERPRISE ZONE CERTIFICATE**

WHEREAS, an application for a Neighborhood Enterprise Zone Certificate has been filed with the City Clerk by Millie Ortiz to rehabilitate a home at 1120 Jefferson Street in the Nelson neighborhood, and;

WHEREAS, the applicant has satisfied both the local and state eligibility criteria for a Neighborhood Enterprise Zone Certificate;

WHEREAS, the Neighborhood Enterprise Zone Certificate will be good for seven (7) years;

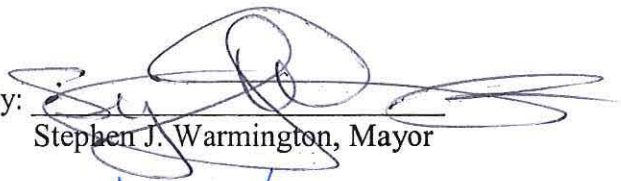
NOW, THEREFORE, BE IT RESOLVED that the application for a Neighborhood Enterprise Zone Certificate for the rehabilitation of a home by Millie Ortiz be approved.

Adopted this, 14<sup>th</sup> day of March, 2006.

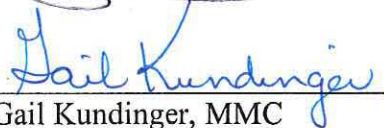
**Ayes:** Gawron, Spataro, Warmington, Wierengo, Carter, and Davis

**Nays:** None

**Absent:** Shepherd

By: 

Stephen J. Warmington, Mayor

Attest: 

Gail Kunding, MMC  
City Clerk

CERTIFICATION

2006-24(b)

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 March 14, 2006.

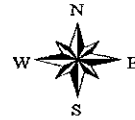
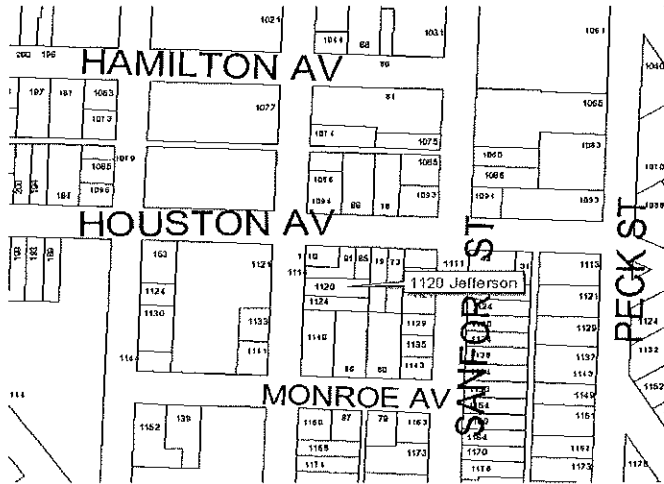
By:

Gail Kunding

Gail Kunding, MMC  
City Clerk



## 1120 Jefferson NEZ



**Commission Meeting Date: March 14, 2006**

**Date:** March 7, 2006  
**To:** Honorable Mayor and City Commissioners  
**From:** Planning & Economic Development *CBC*  
**RE:** Public Hearing - Request for an Industrial Facilities Exemption Certificate – Cole's Quality Foods

---

**SUMMARY OF REQUEST:**

Pursuant to Public Act 198 of 1974, as amended, Cole's Quality Foods, 1188 Lakeshore Drive, has requested the issuance of an Industrial Facilities Exemption Certificate for the property located at 1188 Lakeshore Drive, Muskegon. The total capital investment is approximately \$2,000,000.00 in personal property. This request qualifies Cole's Quality Foods for a term of eight (8) years for personal property.

**FINANCIAL IMPACT:**

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

**BUDGET ACTION REQUIRED:**

None

**STAFF RECOMMENDATION:**

Approval of the attached resolution granting an Industrial Facilities Exemption Certificate for a term of eight (8) years for personal property.

**COMMITTEE RECOMMENDATION:**

None



# City of Muskegon Industrial Facilities Exemption Application Summary Sheet

## Project Summary:

COLE'S QUALITY FOODS, an existing company located at 1188 Lakeshore, Muskegon, Michigan, is installing new machinery and equipment to expand its present operation. Due to the fact that the company is investing \$2,000,000, in personal property and is creating 10 new employment opportunities, it is eligible for an eight (8) year exemption for personal property.

## Employment Information:

Racial Characteristics:

|          |     |         |
|----------|-----|---------|
| White    | 95  | (62.5%) |
| Minority | 57  | (37.5%) |
| Total    | 152 | (100%)  |

Gender Characteristics:

|        |     |        |
|--------|-----|--------|
| Male   | 91  | (60%)  |
| Female | 61  | (40%)  |
| Total  | 152 | (100%) |

Total No. of Anticipated New Jobs:

## Investment Information:

|                   |             |
|-------------------|-------------|
| Real Property:    | \$-0-       |
| Personal Property | \$2,000,000 |
| Total:            | \$2,000,000 |

| Property Tax Information (Annual) | All Jurisdictions | City Only |
|-----------------------------------|-------------------|-----------|
| Total New Taxes Generated         | \$49,000          | \$11,000  |
| Value of Abatement                | \$24,500          | \$ 5,500  |
| Total New Taxes Collected         | \$24,500          | \$ 5,500  |

## Income Tax Information: (Annual)

Total Additional Income Tax Generated: \$ 3,120

## Company Requirements:

|                                             |     |    |
|---------------------------------------------|-----|----|
| Adopted Affirmative Action Policy           | Yes | No |
| Meeting w/ City Affirmative Action Director | Yes | No |
| Signed Tax Abatement Contract               | Yes | No |
| Taxes Paid In Full                          | Yes | No |
| Zoning Conflicts                            | Yes | No |

Joel Fitzpatrick  
Planner II

Affirmative Action Director

Michigan Department of Treasury  
1012 (Rev. 11-05)**Application for Industrial Facilities Tax Exemption Certificate**

Issued under authority of P.A. 196 of 1974, as amended. Filing is mandatory.

**INSTRUCTIONS:** File the original and two copies of this form and the required attachments (three complete sets) with the clerk of the local government unit. The State Tax Commission (STC) requires two complete sets (one original and one copy). One copy is retained by the clerk. If you have any questions regarding the completion of this form or would like to request an informational packet, call (517) 373-3272.

|                                                   |                                               |
|---------------------------------------------------|-----------------------------------------------|
| To be completed by Clerk of Local Government Unit |                                               |
| Signature of Clerk<br><i>Dail A. Kundergei</i>    | Date received by Local Unit<br><i>2-20-06</i> |
| STC Use Only                                      |                                               |
| Application Number                                | Date Received by STC                          |

**APPLICANT INFORMATION**

All boxes must be completed.

|                                                                                                                                                                                                                                                                                                                        |  |                                                                                                 |                                 |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|-------------------------------------------------------------------------------------------------|---------------------------------|
| 1a. Company Name (Applicant must be the occupant/operator of the facility)<br><b>Cole's Quality Foods, Inc.</b>                                                                                                                                                                                                        |  | 1b. Standard Industrial Classification (SIC) Code - Sec. 2(10) (Four Digit Code)<br><b>2051</b> |                                 |
| 1c. Address of Facility (real property or personal property location)<br><b>1100 Lakeshore Dr</b>                                                                                                                                                                                                                      |  | 1d. Name of City/Township/Village (Indicate which)<br><b>Muskegon</b>                           | 1e. County<br><b>Muskegon</b>   |
| 2. Type of Approval Requested<br><input checked="" type="checkbox"/> New (Sec. 2(4)) <input type="checkbox"/> Transfer (1 copy only)<br><input type="checkbox"/> Speculative Building (Sec. 3(5)) <input type="checkbox"/> Rehabilitation (Sec. 3(1))<br><input type="checkbox"/> Research and Development (Sec. 2(8)) |  | 3a. School District where facility is located<br><b>Muskegon</b>                                | 3b. School Code<br><b>61010</b> |
|                                                                                                                                                                                                                                                                                                                        |  | 4. Amount of years requested for exemption (1-12 Years)<br><b>5 years</b>                       |                                 |

5. Thoroughly describe the project for which exemption is sought: Real Property (Type of improvements to Land, Building, Size of Addition); Personal Property (Exempt New, Used, Transferred from Out-of-State, etc.) and Proposed Use of Facility. (Please attach additional page(s) if more room is needed).

This exemption request relates to the addition of personal property, which includes manufacturing equipment for the production of frozen garlic bread items.

|                                                                                                                                                                                                     |                                                  |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------|
| 6a. Cost of land and building improvements (excluding cost of land)<br>* Attach list of improvements and associated costs.<br>* Also attach a copy of building permit if project has already begun. | Real Property Costs<br><b>\$2,000,000.00</b>     |
| 6b. Cost of machinery, equipment, furniture and fixtures<br>* Attach itemized listing with month, day and year of beginning of installation plus total costs                                        | Personal Property Costs<br><b>\$2,000,000.00</b> |
| 6c. Total Project Costs                                                                                                                                                                             | Total of Real & Personal Costs                   |

7. Indicate the time schedule for start and finish of construction and equipment installation. Projects must be completed within a two year period of the effective date of the certificate unless otherwise approved by the STC.

|                                |                    |                  |                                                                           |
|--------------------------------|--------------------|------------------|---------------------------------------------------------------------------|
|                                | Begin Date (M/D/Y) | End Date (M/D/Y) |                                                                           |
| Real Property Improvements     |                    |                  | <input type="checkbox"/> Owned <input type="checkbox"/> Leased            |
| Personal Property Improvements | <b>9/2/05</b>      | <b>12/31/06</b>  | <input checked="" type="checkbox"/> Owned <input type="checkbox"/> Leased |

8. Are State Education Taxes reduced or abated by the Michigan Economic Development Corporation (MEDC)? If yes, applicant must attach a signed MEDC Letter of Commitment to receive this exemption. ☐ Yes ☒ No

|                                                                                                             |                                                                                                                     |
|-------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------|
| 9. Number of existing jobs at this facility that will be retained as a result of this project.<br><b>36</b> | 10. Number of new jobs at this facility expected to be created within two years of project completion.<br><b>10</b> |
|-------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------|

11. Rehabilitation applications only. Complete a, b and c of this section. You must attach the assessor's statement of valuation for the entire plant rehabilitation district. The SEV date below must be as of December 31 of the year prior to the rehabilitation.

|                                                   |  |
|---------------------------------------------------|--|
| a. SEV of Real Property (excluding land)          |  |
| b. SEV of Personal Property (excluding inventory) |  |
| c. Total SEV                                      |  |

|                                                                                                                                                                                           |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 12a. Check the type of District the facility is located in.<br><input checked="" type="checkbox"/> Industrial Development District <input type="checkbox"/> Plant Rehabilitation District |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

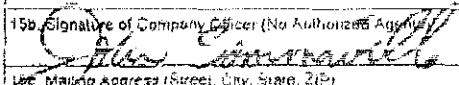
|                                                                                                     |                                                                                                                                         |
|-----------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------|
| 12b. Date district was established by local government unit (contact local unit)<br><b>10/11/77</b> | 12c. Is this application for a speculative building (Sec. 3(5))?<br><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |
|-----------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------|

Form 1012, Page 2

**APPLICANT CERTIFICATION - complete all boxes.**

The undersigned, authorized officer of the company making this application certifies that, to the best of his/her knowledge, no information contained herein or in the attachments hereto is false in any way and that all are truly descriptive of the industrial property for which this application is being submitted.

It is further certified that the undersigned is familiar with the provisions of P.A. 100 of 1974, as amended, being Sections 207.501 to 207.572, inclusive, of the Michigan Compiled Laws; and to the best of his/her knowledge and belief, (s)he has complied or will be able to comply with all of the requirements (hereof) which are prerequisite to the approval of the application by the local unit of government and the issuance of an Industrial Facilities Exemption Certificate by the State Tax Commission.

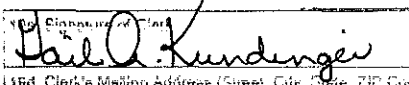
|                                                                                                                                              |                                     |                                     |                                              |
|----------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------|-------------------------------------|----------------------------------------------|
| 13a. Preparer Name<br>Cynthia Havard                                                                                                         | 13b. Phone Number<br>(616) 975-0088 | 13c. Fax Number<br>(616) 975-0267   | 13d. E-mail Address<br>chavard@coles.com     |
| 14a. Name of Contact Person<br>Cynthia Havard                                                                                                | 14b. Phone Number<br>(616) 975-0088 | 14c. Fax Number<br>(616) 975-0267   | 14d. E-mail Address<br>chavard@coles.com     |
| 15a. Name of Company Officer (No Authorized Agent)<br>John Sommavilla                                                                        |                                     |                                     |                                              |
| 15b. Signature of Company Officer (No Authorized Agent)<br> |                                     | 15c. Fax Number<br>(616) 975-0267   | 15d. Date                                    |
| 15e. Mailing Address (Street, City, State, ZIP)<br>5043 Cascade Road SE, Grand Rapids, MI 49546                                              |                                     | 15f. Phone Number<br>(616) 975-0035 | 15g. E-mail Address<br>jsommavilla@coles.com |

**LOCAL GOVERNMENT ACTION & CERTIFICATION - complete all boxes.**

This section must be completed by the clerk of the local governing unit before submitting application to the State Tax Commission. Check items on file at the Local Unit and those included with the submitter.

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 16a. Action taken by local government unit<br><br><input type="checkbox"/> Abatement Approved for _____ Years (1-12)<br>After Completion <input type="checkbox"/> Yes <input type="checkbox"/> No<br><br><input type="checkbox"/> Denied (Include Resolution Denying)                                                                                                                                                                                                                      | 16b. The State Tax Commission Requires the following documents be filed for an administratively complete application:<br><br><b>Check or Indicate N/A if Not Applicable</b><br><input type="checkbox"/> 1. Original Application plus attachments, and one complete copy<br><input type="checkbox"/> 2. Resolution establishing district<br><input type="checkbox"/> 3. Resolution approving/denying application.<br><input type="checkbox"/> 4. Letter of Agreement (Signed by local unit and applicant)<br><input type="checkbox"/> 5. Affidavit of Fees (Signed by local unit and applicant)<br><input type="checkbox"/> 6. Building Permit for real improvements if project has already begun<br><input type="checkbox"/> 7. Equipment List with dates of beginning of installation<br><input type="checkbox"/> 8. Form 3222 (if applicable)<br><input type="checkbox"/> 9. Speculative building resolution and affidavits (if applicable) |
| 16a. Documents Required to be on file with the Local Unit<br><b>Check or Indicate N/A if Not Applicable</b><br><input type="checkbox"/> 1. Notice to the public prior to hearing establishing a district<br><input type="checkbox"/> 2. Notice to taxing authorities of opportunity for a hearing<br><input type="checkbox"/> 3. List of taxing authorities notified for district and application action.<br><input type="checkbox"/> 4. Lease Agreement showing applicants tax liability. | 17. Name of Local Government Body                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| 18. Date of Resolution Approving/Denying this Application                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |

Attached hereto is an original and one copy of the application and all documents listed in 16b. I also certify that all documents listed in 16a are on file at the local unit for inspection at any time.

|                                                                                                                |                                         |                                                   |
|----------------------------------------------------------------------------------------------------------------|-----------------------------------------|---------------------------------------------------|
| 19a. Signature of Clerk<br> | 19b. Name of Clerk<br>Gail A. Kunderger | 19c. E-mail Address<br>gail.kunderger@postman.org |
| 19d. Clerk's Mailing Address (Street, City, State, ZIP Code)<br>933 Terrace, Muskegon, MI 49440                |                                         |                                                   |
| 19e. Phone Number<br>(231) 724-6705                                                                            | 19f. Fax Number<br>(231) 724-4178       |                                                   |

State Tax Commission Rule Number 57: Complete applications approved by the local unit and received by the State Tax Commission by October 31 each year will be acted upon by December 31. Applications received after October 31 may be acted upon in the following year.

Local Unit: Mail one original and one copy of the completed application and all required attachments to:

**State Tax Commission**  
 Michigan Department of Treasury  
 P.O. Box 30471  
 Lansing, MI 48909-7971

|          |            |          |          |
|----------|------------|----------|----------|
| LUO Code | Begin Date | End Date | End Date |
|----------|------------|----------|----------|



Resolution No. 2006-25 (a)

**MUSKEGON CITY COMMISSION**

**RESOLUTION APPROVING APPLICATION FOR ISSUANCE  
OF INDUSTRIAL FACILITIES EXEMPTION CERTIFICATE  
*COLE'S QUALITY FOODS***

WHEREAS, pursuant to P.A. 198 of 1974 as amended, after duly noticed public hearing held on October 11, 1977, this Commission by resolution established an Industrial Development District as requested by Cole's Quality Foods, 1188 Lakeshore Drive, Muskegon, Michigan 49441; and

WHEREAS, Cole's Quality Foods has filed an application for the issuance of an Industrial Facilities Tax Exemption Certificate with respect to a building expansion and new machinery and equipment to be installed within said Industrial Development District; and

WHEREAS, before acting on said application the Muskegon City Commission held a public hearing on March 14, 2006, at the Muskegon City Hall in Muskegon, Michigan at 5:30 p.m. at which hearing the applicant, the assessor and representatives of the affected taxing units were given written notice and were afforded an opportunity to be heard on said application; and

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

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

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

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

CITY OF MUSKEGON REVISED PLAT OF 1903 COM AT NE COR BLK 469 TH S 01 D 54 M 30 S E 200.62 FT FOR POBTH CONT S 01 D 54 M 30 S E 151.82 FT TO SE COR OF BLK 469 TH ALG S LINE OF BLKS 469 & 470 S 88 DE 12 MIN 17 SEC W 585.31 FT TH N 89 D 11 M 04 S W 465.68 FT TH S 01 D 09 M 59 S W 76.00 FT TH S 40 D 57 M 59 S W 120.01 FT ALG NW LINE LAKESHORE DR TH N 49 D 02 M 02 S W 132.00 FT TH S 40 D 57 M 23 S W 60.99 FT TH N 49 D 02 M 01 S W 241.00 FT TH NELY 259.34 FT ALONG A CURVE TO THE RT SAID CURVE HAVING A R OF 622.27 FTA ARC ANG OF 23 D 51 M 36 S A CHORD WHICH BEARS N 59 D 23 M 18 S E 257.47 FT TH N 18 D 40 M 27 S W 5 FT TH NELY 44 FT ALONG A CURVE TO THE RT SAID CURVE HAVING A R OF 627.27 FTA ARC ANG OF 04 D 13 M 48 S A CHORD WHICH BEARS N 73 D 20 M 17 S E 43.99 FT TH S 45 D 57 M 52 S E 11.3 FT TH N 40 D 26 M E 16.35 FT TH NELY 8.61 FT ALONG A CURVE TO THE RT SAID CURVE HAVING A R OF 627.27 FTA ARC ANG OF 09 D 34 M 12 S A CHORD WHICH BEARS N 77 D 30 M 04 S E 8.60 FT TH NELY 117.95 FT ALONG A

CURVE TO THE RTSAID CURVE HAVING A R OF 628.77 FTA ARC ANG OF 10D 58M 12SA  
CHORD WHICH BEARS N 82D 23M 55S E 117.77 FTTH N 01D 08M 47S E 1.50 FTTH SELY  
153.09 FT ALONG A CURVE TO THE RTSAID CURVE HAVING A R OF 628.77 FTA ARC ANG  
OF 13D 59M 24SA CHORD WHICH BEARS S 85D 24M 52S E 152.71 FTTH N 03D 42M 24S E 7  
FTTH S 81D 23M 46S E 275.72 FTTH N 88D 09M 47S E 623.73 FT TO POB

- 3) The Industrial Facilities Tax Exemption Certificate is issued and shall be and remain in force and effect for a period of eight (8) years on personal property.

Adopted this 14<sup>th</sup> Day of March 2006.

Ayes: Spataro, Warmington, Wierengo, Carter, Davis, and Gawron

Nays: None

Absent: Shepherd

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

Stephen J. Warmington  
Mayor

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

Gail Kunding, MMC  
Clerk

#### CERTIFICATION

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 March 14, 2006.

Gail Kunding, MMC  
Clerk

## CITY OF MUSKEGON

### CONTRACT FOR TAX ABATEMENT

#### Act 198 Public Acts of 1974

AGREEMENT between CITY OF MUSKEGON, a municipal corporation of 933 Terrace Street, Muskegon, Michigan 49441, ("City") and Cole's ("Company").

#### Recitals:

A. The Company has applied to City for the establishment of an industrial development district or industrial rehabilitation district pursuant to the provisions of Act 198 of the Public Acts of 1974, as amended, which act requires a contract between the City and the Company to be agreed and submitted with the Company's subsequent anticipated application for an industrial facilities exemption certificate.

B. That in addition to the statutory requirement, the City has determined that it is in the best interests of the taxpayers, property owners and residents of the City that this Agreement be approved and executed prior to the establishment of the requested district, and the City deems this Contract, together with the conditions set forth in the said Act to constitute a necessary element in the City's determination whether or not to create the district.

C. The Company intends to install the project set forth in its application ("project") which it believes qualifies for the process of establishing the district and the application for industrial facilities exemption certificate.

D. The City, provided this Agreement is executed, will determine whether to create the district based upon the potential for the production of permanent jobs, the continuation, **stabilization** or increase of economic activity, planning and zoning considerations and the City's general plan and intentions regarding economic development. In addition to the City policy considerations and predictions that the Company's proposed district and certificate benefit the community in those ways, the City has further determined that the contractual commitments made by the Company to thereby assist the community shall be binding on the Company and necessary to continue the tax exemption made possible by the certificate.

**E. This contract shall become effective upon the issuance of an Industrial Facilities Tax Exemption Certificate.**

NOW THEREFORE THE PARTIES AGREE:

1. **COMPANY AGREEMENT.** The Company irrevocably commits to the investment, job retention and job creation promises made in its application, a copy of which is attached hereto and incorporated herein. In particular the Company agrees:

1.1 That 100% of the jobs shall be filled and in existence with full-time employees by a date no later than two (2) years from the date of the granting of the certificate by the State Tax Commission, **subject to the provisions of section 3.4 of this agreement.**

- 1.2 That the amount of jobs listed on the application, whether new or retained, will be maintained through the life of the abatement, **subject to the provisions of section 3.4 of this agreement.**
- 1.3 The Company shall meet the affirmative action goal included in the application or in any documents supplied by the City and utilized by the Company, including any additional representations made to the City Commission on or before the date two (2) years after the granting of the certificate by the State Tax Commission. It shall maintain the said levels of employment diversity during the period of the certificate, **subject to the provisions of section 3.4 of this agreement.**
- 1.4 The Company, by the end of two (2) years from the date of the grant of the certificate by the State Tax Commission shall have completed the investment of \$2,000,000.00 in the equipment and improvements as shown in the application, **subject to the provisions of section 3.4 of this agreement.**
- 1.5 That the improvements and equipment to receive the tax abatement treatment shall be completed on or before the date two (2) years from the date of granting of the certificate by the State Tax Commission.
- 1.6 The Company shall pay its specific taxes required by the act in a timely manner, and shall not delay payments so as to incur any penalties or interest.
- 1.7 The Company shall fully cooperate with the City representatives in supplying all requested and required documentation regarding jobs, investment, the meeting of all goals and the timely installation and utilization of equipment and improvements. The City shall be entitled to inspect at reasonable hours the Company's premises where the said improvements and equipment have been installed and where the said jobs are performed.
- 1.8 The Company shall maintain, during the entire period for which the tax abatement is granted, the level of jobs, affirmative action goals, production and utilization of the improvements and equipment at the site where the district has been created and for which the tax exemption has been granted.
- 1.9 The Company shall not cause or fail to cure the release of any hazardous substance, or the violation of any environmental law on its premises in the City. It shall report any releases to the appropriate governmental authority in a timely and complete manner, and provide copies of said report documentation to the City. It shall comply with all orders and actions of any governmental agency having authority.
- 1.10 The Company shall maintain the equipment and improvements so as to minimize physical or functional obsolescence.
- 1.11 The Company shall continue to operate its business location in the City, containing the same number of and type of jobs, for the term of the certificate.

2. **AGREEMENT BY THE CITY.** Provided this contract has been executed and further provided all applications to create the district and achieve the industrial facility exemption certificate have been properly filed, the City shall, in a timely manner, determine in a public meeting to **whether** to create the district and **whether** to receive, process, and approve thereafter the Company's application for an industrial facilities exemption certificate. The City may consider this contract in a meeting separate from and prior to the meeting in which the City considers the creation of the district and/or approval of the application for certificate. Further, the City shall require the submission of this contract signed by the Company together with its applications, before creating the district.

3. **EVENTS OF DEFAULT.** The following actions or failures to comply shall be considered events of default by the Company:

3.1 Failure to meet any of the commitments set forth above.

3.2 The closing of the Company's facilities in the City. Closing shall mean for purpose of this Agreement, the removal, without transfer to another site within the City of substantially all of the production facilities, and the elimination of substantially all the jobs created or retained thereby, which are set forth in the Company's application.

3.3 Failure to afford to the City the documentation and reporting required.

3.4 The failure to create or retain jobs, meet affirmative action goals or expend the funds on equipment and improvements as represented in the application within the times required hereby, **unless the company can show that there has been a loss of revenue and employment due to circumstances beyond the control of the company. In order to make that showing the company shall have the burden of supplying, to the City's satisfaction, complete and convincing documentation supporting and justifying reductions in investment, failures to attain affirmative action goals or job losses, such as, without limitation, written evidence of lost contracts, accounting information showing reduced revenues due to the loss of business, (not due to diversion of production to affiliate companies or divisions of the company), production records showing reduced quantities over significant periods of time, and such other information required by the City to support the Company's claim that the failure to invest, failure to achieve affirmative action goals, or loss of jobs should not form the basis for a finding of default.**

3.5 The bankruptcy or insolvency of the Company.

3.6 The failure to pay any and all taxes and assessments levied on the Company's property or any other taxes, local, state or federal, including but not limited to City income taxes and the withholding of said City income taxes from employees as required by the City Income Tax Ordinance.

3.7 The performance or omission of any act which would lead to revocation under MCLA 207.565, being §15 of the Act.

3.8 The violation of any provisions, promises, commitments, considerations or covenants of this Agreement.

4. **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:

4.1 In the event of closing as determined after investigation of the facts and a public hearing, the Company shall be immediately liable for penalties to be paid forthwith to the city as determined as follows:

4.1.1 The Company shall pay to the City for prorata distribution to the taxing units experiencing the abatement, an amount equal to the difference between the industrial facilities tax which it has paid, and the total property taxes to the relevant taxing units which it would have paid, given its installations of improvements and equipment, during the years for which the certificate was in effect.

4.1.2 **Immediate Revocation.** The Company hereby consents to revocation to the IFT certificate before the State Tax Commission, without hearing, and the City shall submit a copy of this Agreement to the State Tax Commission in connection with its revocation procedure, giving notice that the default has occurred and immediate revocation should occur.

4.2 In the event the improvements and equipment have not been installed before the two (2) year period, in addition to the revocation procedures before the State Tax Commission, the abatement should immediately be reduced by the City proportionately, and any installations which have not been finished at the end of said two (2) year period shall not be eligible for the abatement thereafter and shall be placed on the regular tax roll.

4.3 **Failure to Expend the Funds Represented.** In the event, (whether or not the installations have been completed), the Company has not expended the funds it has represented on its application that it would invest for the installation of equipment, the abatement shall be reduced prorata, and any remaining value of equipment shall be placed on the regular tax roll, **unless the company can show, through receipts, etc. that the cost of the equipment was actually less than the amount estimated by the company (i.e., the same equipment was purchased as listed in the IFT application, but the bids came in less than expected).**

4.4 **Job Creation and Retention.** In the event the promised number of jobs have not been created or retained at the end of the two (2) years after the grant of the certificate by the State Tax Commission, the abatement shall be proportionately reduced, **unless the company can show that the loss of jobs, or inability to hire as many people as expected, is due to circumstances beyond the control of the company (such as an economic downturn).**

4.5 **Affirmative Action Goals.** In the event, after one (1) year from the grant of the certificate by the State Tax Commission, the affirmative action goals of the City for additional jobs have not been met on a prorata basis, the abatement shall be revoked.

4.6 For other violations of this Agreement or for actions or omissions by the Company amounting to grounds for revocation by statute, the City shall recommend to the State Tax Commission immediate revocation of the certificate.

4.7 Special Assessment. For any amount due to be paid to the City, under this Section 4, the Company consents that the City shall have a personal action against the Company 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 and in such case the collection of the said special assessment shall be accomplished by addition by the City to the Company's property tax statement regularly rendered.

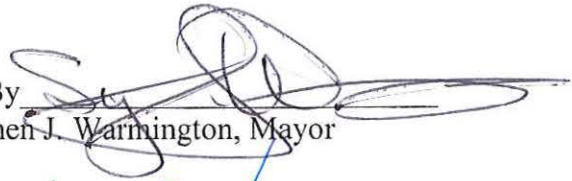
5. Governing Law. This Agreement shall be construed and enforced in accordance with the laws of the State of Michigan applicable to contracts made and to be performed within the State of Michigan.

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.

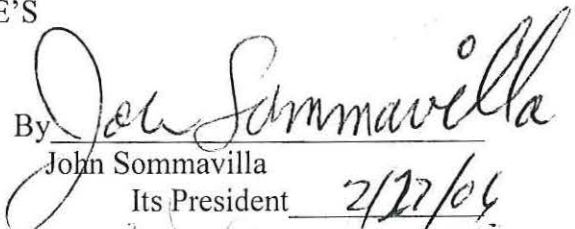
8. Effective Date. This Agreement shall be effective on the date the State of Michigan Tax Commission grants the company at Industrial Facilities Exemption Certificate.

CITY OF MUSKEGON

By   
Stephen J. Warmington, Mayor

and   
Gail A. Kunding, Clerk

COLE'S

By   
John Sommariva  
Its President 2/27/06

and   
Cynthia Havard  
Its Treasurer 2/27/06

**Date: March 14, 2006**  
**To: Honorable Mayor and City Commissioners**  
**From: Gail A. Kunding, City Clerk**  
**RE: Recommendation for Annual Renewal of Liquor Licenses**

---

SUMMARY OF REQUEST: To adopt a resolution recommending non-renewal of those liquor license establishments who are in violation of Section 50-146 and 50-147 of the Code of Ordinance for the City of Muskegon. These establishments have been found to be in non-compliance with the City Code of Ordinances and renewal of their liquor licenses should not be recommended by the City Commission. If any of these establishments come into compliance by March 23, 2006, they will be removed from this resolution, and recommendation for their renewal will be forwarded to the Liquor Control Commission.

FINANCIAL IMPACT: None.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: Adoption of the resolution.



**RESOLUTION RECOMMENDING STATE WITHHOLD  
RENEWAL OF LIQUOR LICENSES FOR CODE  
VIOLATIONS**

**Resolution No. 2006-25(b)**

---

THE CITY COMMISSION OF THE CITY OF MUSKEGON DO RESOLVE, that whereas, the following business establishments in the City of Muskegon have liquor licenses and are found to be in violation of Article V, Section 50-146 and 50-147 of the Code of Ordinances of the City of Muskegon:

SEE ATTACHED LIST OF VIOLATIONS

AND WHEREAS, a hearing was held on March 14, 2006, before the City Commission to allow such licensees an opportunity to refute the determination of the City Commission that such establishments are in non-compliance with the City Code of Ordinances and renewal of their liquor licenses should not be recommended by the City Commission; and

WHEREAS, an affidavit of mailing of Notices of Hearing and Notification of Non-Compliance to City Standards to the licensees has been filed;

NOW, THEREFORE, BE IT RESOLVED, that the City Commission of the City of Muskegon hereby recommends that these liquor licenses not be approved for renewal, and a copy of this Resolution be sent to the State Liquor Control Commission. If any of these establishments come into compliance before March 23, 2006, they will be removed from this Resolution.

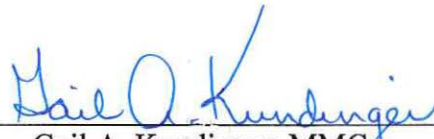
Approved and adopted this 14<sup>th</sup> day of March, 2006.

AYES: Spataro, Warmington, Wierengo, Carter, Davis, and Gawron

NAYS: None

ABSENT: Shepherd

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

  
Gail A. Kunding, MMC

City Clerk

## 2006 Liquor License Renewals

| Organization Name             | Address                | Application | Renewal Fee | Inspections | Treasurer | Income Tax | Police |
|-------------------------------|------------------------|-------------|-------------|-------------|-----------|------------|--------|
| Bayside Centre                | 3006 Lakeshore         |             |             | X           |           |            |        |
| Bob's Bait & General Store    | 1050 W. Western        | X           | X           |             |           | X          |        |
| Captain Jack's Bar & Grill    | 1601 Beach             |             |             |             | X         |            |        |
| Community Party Store         | 1149 Wood              | X           | X           | X           |           |            |        |
| Docker's Waterfront Café      | 3505 Marina View Point | X           | X           |             |           | X          |        |
| Doo Drop Inn                  | 2410 Henry             |             |             | X           |           | X          |        |
| Dreamer's (Opportunities LLC) | 978 Pine               |             |             |             |           |            | X      |
| Elks Charity Lodge #1397      | 149 Ottawa             |             |             | X           |           |            |        |
| Ghezzi's Market               | 2017 Lakeshore         |             |             |             |           | X          |        |
| Lakeshore Tavern              | 1963 Lakeshore         | X           | X           | X           | X         | X          |        |
| Rafferty's Restaurant         | 601 Terrace Point      |             |             | X           |           |            |        |

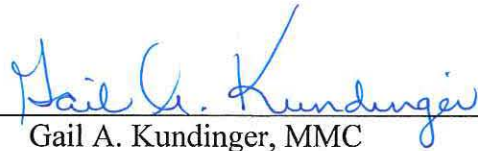
X - In Violation

CERTIFICATION  
2006-25(b)

This resolution was adopted at a regular meeting of the City Commission, held on March 14, 2006. 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:

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

Gail A. Kunding, MMC  
City Clerk



# Muskegon Police Department

Anthony L. Kleibecker  
Director of Public Safety

980 Jefferson  
Muskegon, Michigan  
49443-0536

[www.muskegonpolice.com](http://www.muskegonpolice.com)

Phone: 231-724-6750  
FAX: 231-722-5140

## MEMORANDUM

TO: Honorable Mayor and Commissioners

FROM: Anthony L. Kleibecker   
Director of Public Safety

CC: Mr. Bryon Mazade  
City Manager

DATE: March 8, 2006

SUBJECT: Liquor License Renewal-Dreamers-978 Pine Street

The Police Department has completed its review of those businesses who are requesting a renewal of their liquor license. With the exception of one business, Dreamers (978 Pine Street), we are comfortable with the renewals.

During the course of the last two years, we have encountered a number of problems with this establishment. More recently, we have dealt with a shooting incident in the bar during which the bar owner discharged a weapon into the ceiling. He has been charged criminally. On March 2, 2006 officers encountered a situation where one woman stabbed three other women while in front of this establishment. This situation originated inside of the business.

The severity of the incidents is increasing. This business also requires a disproportionate level of police service at different times throughout the week. Based upon this, I am requesting that the Commission not renew the license for this establishment. I have made the same request of the Liquor Control Commission and the status of this license is under review.

I ask that you consider this request. I have included a copy of the call history for this address for the years 2005 and 2006. You will also find a copy of my letter to the Liquor Control Commission.

If you have any questions, please don't hesitate to contact me.

## INCIDENT LIST:

| Agcy | Case #        | Offense         | Rpt Date   | Location    |
|------|---------------|-----------------|------------|-------------|
| MHPD | 2006-000385-I | GENERAL ASSISTA | 01/26/2006 | 978 PINE ST |
| MUPD | 2006-001894-I | WEAPONS OFFENSE | 01/26/2006 | 978 PINE ST |
| MUPD | 2006-001901-I | DISORDERLY COND | 01/26/2006 | 978 PINE ST |
| MUPD | 2006-002045-I | SUSPICIOUS SITU | 01/28/2006 | 978 PINE ST |
| MUPD | 2006-004372-I | AGGRAVATED/FELO | 03/02/2006 | 978 PINE ST |
| MUPD | 2006-004381-I | LIQUOR VIOLATIO | 03/02/2006 | 978 PINE ST |

## INCIDENT LIST:

| Agcy | Case #        | Offense         | Rpt Date   | Location    |
|------|---------------|-----------------|------------|-------------|
| MUPD | 2005-000790-I | LOST & FOUND PR | 01/13/2005 | 978 PINE ST |
| MUPD | 2005-000850-I | DISORDERLY COND | 01/14/2005 | 978 PINE ST |
| MUPD | 2005-000979-I | LARCENY - THEFT | 01/16/2005 | 978 PINE ST |
| MUPD | 2005-001393-I | DISORDERLY PERS | 01/23/2005 | 978 PINE ST |
| MUPD | 2005-001782-I | NON-AGGRAVATED  | 01/28/2005 | 978 PINE ST |
| MUPD | 2005-002037-I | CIVIL MATTER DI | 02/01/2005 | 978 PINE ST |
| MUPD | 2005-002641-I | WARRANTS        | 02/11/2005 | 978 PINE ST |
| MUPD | 2005-004368-I | GENERAL ASSISTA | 03/10/2005 | 978 PINE ST |
| MUPD | 2005-005328-I | LARCENY - OTHER | 03/23/2005 | 978 PINE ST |
| MUPD | 2005-005367-I | DISORDERLY COND | 03/24/2005 | 978 PINE ST |
| MUPD | 2005-007072-I | AGGRAVATED/FELO | 04/14/2005 | 978 PINE ST |
| MUPD | 2005-007074-I | VIOLATION OF CO | 04/14/2005 | 978 PINE ST |
| MUPD | 2005-007792-I | LARCENY - THEFT | 04/22/2005 | 978 PINE ST |
| MUPD | 2005-009141-I | LOST & FOUND PR | 05/10/2005 | 978 PINE    |
| MUPD | 2005-009373-I | NON-AGGRAVATED  | 05/13/2005 | 978 PINE ST |
| MUPD | 2005-009372-I | NON-AGGRAVATED  | 05/13/2005 | 978 PINE ST |
| MUPD | 2005-009374-I | MISDEMEANOR TRA | 05/13/2005 | 978 PINE ST |
| MUPD | 2005-010404-I | PUBLIC PEACE -  | 05/26/2005 | 978 PINE ST |
| MUPD | 2005-010410-I | DAMAGE TO PROPE | 05/26/2005 | 978 PINE ST |
| MUPD | 2005-011689-I | NON-AGGRAVATED  | 06/09/2005 | 978 PINE ST |
| MUPD | 2005-011940-I | DRUNKENNESS - E | 06/11/2005 | 978 PINE ST |
| MUPD | 2005-012821-I | MOTOR ASSIST    | 06/20/2005 | 978 PINE ST |
| MUPD | 2005-013816-I | PUBLIC PEACE -  | 06/30/2005 | 978 PINE ST |
| MUPD | 2005-015655-I | OBSTRUCTING POL | 07/18/2005 | 978 PINE ST |
| MUPD | 2005-015894-I | LARCENY - THEFT | 07/20/2005 | 978 PINE ST |
| MUPD | 2005-018758-I | LARCENY - OTHER | 08/19/2005 | 978 PINE ST |
| MUPD | 2005-019883-I | LOST & FOUND PR | 08/31/2005 | 978 PINE ST |
| MUPD | 2005-021136-I | FORGERY/COUNTER | 09/15/2005 | 978 PINE ST |
| MUPD | 2005-021142-I | DISORDERLY COND | 09/15/2005 | 978 PINE ST |
| MUPD | 2005-023182-I | PUBLIC PEACE -  | 10/07/2005 | 978 PINE ST |
| MUPD | 2005-024274-I | WEAPONS OFFENSE | 10/20/2005 | 978 PINE ST |
| MUPD | 2005-025992-I | GENERAL ASSISTA | 11/10/2005 | 978 PINE ST |
| MUPD | 2005-027022-I | GENERAL ASSISTA | 11/23/2005 | 978 PINE ST |
| MUPD | 2005-027470-I | DISORDERLY COND | 12/01/2005 | 978 PINE ST |
| MUPD | 2005-027476-I | NON-AGGRAVATED  | 12/01/2005 | 978 PINE ST |
| MUPD | 2005-028873-I | WEAPONS OFFENSE | 12/22/2005 | 978 PINE ST |





# Muskegon Police Department

Anthony L. Kleibecker  
Director of Public Safety

980 Jefferson  
Muskegon, Michigan  
49443-0536

[www.muskegonpolice.com](http://www.muskegonpolice.com)

Phone: 231-724-6750  
FAX: 231-722-5140

January 31, 2006

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

Dear Commissioners:

This correspondence is in regards to a current licensee identified as "Dreamers", which is located at 978 Pine Street within the city of Muskegon. For some time now, our department has had to deal with numerous calls at this location. The nature of these calls range from overcrowding complaints to fights and assaults. We have been informed that on certain nights the establishment runs a "special" i.e. \$4.00 for all of the beer that you can drink. Obviously, we believe that these specials have led to problems at this location.

Most recently, on January 26, 2006, officers were dispatched to the establishment at 1:39 A.M. on a report of shots being fired. The responding officers encountered a Malachi Williams, one of the licensees. Mr. Williams admitted that he used a revolver to fire four (4) shots into the ceiling in an attempt to stop a fight that was taking place within the business. During the course of the investigation it was determined that Mr. Williams had consumed an undetermined amount of alcohol. Mr. Williams refused to cooperate with the officers in regards to his alcohol consumption and the discharge of the firearm. Mr. Williams was arrested and we are seeking prosecution on a number of potential charges.

My purpose in writing to you is to ask your assistance in dealing with this licensee. We are very concerned about the safety of our community in regards to the actions at this establishment. Generally, the licensees within our city are good business people who are cooperative and care about the safety of our community. I cannot say that in this present case. I ask that in light of these circumstances, you review the following:

- R436.1011 Illegal acts on the premises to include the use of a weapon while consuming alcohol; obstructing an officer during an investigation; allowing fights or the improper use of firearms.
- R436.1055 Selling alcohol below cost.
- R436.1438 Sale of unlimited quantity of alcohol at a specific price.

Based upon the information that has been provided to you, I am requesting that you immediately suspend the liquor license currently held by Dreamers until such time that you have reviewed the facts in this case. I believe that it is warranted, especially in light of the most recent shooting incident.

I appreciate your consideration of this request. If you have any questions, please don't hesitate to contact me.

Sincerely,

Anthony L. Kleibecker  
Director of Public Safety

cc: Mr. Bryon Mazade  
Det. Kurt Dykman  
Ms. Gail Kunding



## 2006 Liquor License Renewals

| Organization Name                   | Address                | App. | Check | Inspections | Treasurer | Income Tax | Police |
|-------------------------------------|------------------------|------|-------|-------------|-----------|------------|--------|
| Applebee's Neighborhood Grill & Bar | 4551 West 107th Street |      |       | X           |           |            |        |
| Bayside Centre                      | 3006 Lakeshore         |      |       | X           |           |            |        |
| Bob's Bait & General Store          | 1050 W. Western        | X    | X     |             |           | X          |        |
| Brewer's Brews & Cues               | 817 E. Forest          |      |       |             | X         | X          |        |
| Captain Jack's Bar & Grill          | 916 Michigan Street NE |      |       |             | X         |            |        |
| Community Party Store               | 1149 Wood              | X    | X     | X           |           |            |        |
| Cuti's Sports Bar & Grill           | 677 W. Laketon         |      |       | X           |           |            |        |
| Docker's Waterfront Café            | 3505 Marina View Point | X    | X     |             |           | X          |        |
| Doo Drop Inn                        | 2410 Henry             |      |       | X           |           | X          |        |
| Dreamer's (Opportunities LLC)       | 978 Pine               |      |       |             |           |            | X      |
| Elks Charity Lodge #1397            | 149 Ottawa             |      |       | X           |           |            |        |
| Ghezzi's Market                     | 2017 Lakeshore         |      |       |             |           | X          |        |
| Lakeshore Tavern                    | 1963 Lakeshore         | X    | X     | X           | X         | X          |        |
| Pizza Hut                           | 1480 Apple             |      |       | X           |           |            |        |
| Pop-A-Top Tavern                    | 2185 Henry             |      |       | X           |           |            |        |
| Porthole Bar (Nauty's)              | 1300 W. Sherman        |      |       | X           |           |            |        |
| Rafferty's Restaurant               | 601 Terrace Point      |      |       | X           |           |            |        |
| Sardine Room Restaurant & Bar       | 2536 Henry             |      |       |             | X         |            |        |
| Someplace Else III (Glenside Pub)   | 1508 W. Sherman        |      |       | X           |           |            |        |

X - In Violation

**Commission Meeting Date: March 14, 2006**

**Date: March 7, 2006**  
**To: Honorable Mayor & City Commission**  
**From: Community and Neighborhood Services**  
**Department**  
**RE: Public Hearing concerning 2006- 2007 CDBG/HOME**  
**recommendation and City Commission Preliminary**  
**decision**

---

**SUMMARY OF REQUEST:** To conduct a Public Hearing concerning the CDBG/HOME 2006-2007 recommendation submitted by both the administration and the Citizen District Council.

The Public Hearing is to gather information from the public concerning the 2006-2007 CDBG/HOME funding which is to be \$1,060,145 and \$301,767, respectively, excluding any program income or reprogrammed funding.

The City Commission is also asked to make their preliminary decision on what items should be funded and at what amounts.

The City Commission will be asked to make their final decision on April 11, 2006 during the scheduled Commission meeting.

**FINANCIAL IMPACT:** The 2006 – 2007 allocations will be based on the Commission decision(s).

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

**STAFF RECOMMENDATION:** To conduct the Public Hearing and to make preliminary allocation decision.

**COMMITTEE RECOMMENDATION:** The Citizen's District Council recommendation are included with the recommendation made by the City's administration.

# CITY OF MUSKEGON

## CDBG/HOME

2006-2007 Proposed Allocations

### Community Development Block Grant

| Organization/Agency                   | Activity                 | Amount Requested | Administration Recommendation | CDC Rec     | City Commission Preliminary Rec. | City Comm Final Determination |
|---------------------------------------|--------------------------|------------------|-------------------------------|-------------|----------------------------------|-------------------------------|
| Love INC                              | Handicap Ramps           | \$10,000         | \$2,500                       |             |                                  |                               |
| American Red Cross                    | Senior Transit           | \$5,000          | \$2,500                       |             |                                  |                               |
| West Michigan Veterans                | Food Bank/Transportation | \$5,000          | \$2,500                       |             |                                  |                               |
| Sacred Suds                           | Laundry/Shower           | \$6,000          | \$2,500                       |             |                                  |                               |
| DPW                                   | Senior Transit           | \$58,735         | \$40,000                      |             |                                  |                               |
| CDBG Code Enforcement                 | Code Enforcement         | \$40,000         | \$40,000                      |             |                                  |                               |
| Community Economic Development        | Façade                   | \$20,000         | \$5,000                       |             |                                  |                               |
| CDBG Service Delivery                 | Delivery Service         | \$100,000        | \$62,500                      |             |                                  |                               |
| Finance Bond Repayment                | Bond                     | \$245,000        | \$242,500                     |             |                                  |                               |
| HealthCare                            | Health Outreach          | \$5,500          | \$2,500                       |             |                                  |                               |
| Legal Aid                             | Legal Services           | \$15,000         | \$2,500                       |             |                                  |                               |
| Cornerstone Optometry                 | Optometry                | \$89,000         | \$0                           |             |                                  |                               |
| CDBG Administration                   | Admin                    | \$200,000        | \$178,000                     |             |                                  |                               |
| Street Construction                   | Street                   | \$40,000         | \$30,000                      |             |                                  |                               |
| Leisure Services                      | Recreation               | \$87,318         | \$65,000                      |             |                                  |                               |
| CDBG Siding                           | Siding                   | \$225,000        | \$150,000                     |             |                                  |                               |
| CDBG Emergency Repair                 | Emergency Repair         | \$225,000        | \$160,000                     |             |                                  |                               |
| Planning Lot Clean up                 | Lot Maintenance          | \$40,000         | \$28,000                      |             |                                  |                               |
| Dangerous Buildings                   | Demolition               | \$115,000        | \$43,000                      |             |                                  |                               |
| Total CDBG Request                    |                          | \$1,531,553      | \$1,059,000                   |             |                                  |                               |
| Total CDBG Allocated + PI             |                          | \$1,060,145      | \$1,060,145                   | \$1,060,145 | \$1,060,145                      | \$1,060,145                   |
| Allocated/Request Difference          |                          | (\$471,408)      | \$1,145                       |             |                                  |                               |
| Total Amt of Public Service*          |                          |                  |                               |             |                                  |                               |
| Public Service mandated Amt <= to 15% |                          |                  |                               |             |                                  |                               |
| Difference                            |                          |                  |                               |             |                                  |                               |

Total Amt of City Administration Request\*\*

Administrative mandated Amt < 20%  
Difference

## HOME

| Organization/Agency                  | Activity                                   | Amount Requested | Administration Recommendation | CDC Rec | City Commission Preliminary Rec. | City Comm Final Determination |
|--------------------------------------|--------------------------------------------|------------------|-------------------------------|---------|----------------------------------|-------------------------------|
| Community & Neighborhood Services    | HOME Administration                        | \$30,176         | \$30,176                      |         |                                  |                               |
| Community & Neighborhood Services    | HOME Tax Reverted Rehabilitation           | \$100,000        | \$100,000                     |         |                                  |                               |
| Community & Neighborhood Services    | HOME Rental Rehabilitation                 | \$50,000         | \$45,000                      |         |                                  |                               |
| Community & Neighborhood Services    | HOME Infill New Construction               | \$85,000         | \$110,000                     |         |                                  |                               |
| Muskegon County Habitat for Humanity | Infrastructure/construction (5 homes)      | \$100,000        | \$0                           |         |                                  |                               |
| Neighborhood Investment Corporation  | Home purchase rehab loans                  | \$95,000         | \$60,000                      |         |                                  |                               |
|                                      | <b>Total HOME Request</b>                  | <b>\$460,176</b> | <b>\$345,176</b>              |         |                                  |                               |
|                                      | <b>Total HOME Allocated</b>                | <b>\$301,767</b> | <b>\$301,767</b>              |         |                                  |                               |
|                                      | <b>(+) Program Income</b>                  | <b>\$45,000</b>  | <b>\$45,000</b>               |         |                                  |                               |
|                                      |                                            | <b>\$346,767</b> | <b>\$346,767</b>              |         |                                  |                               |
|                                      | Allocated/Request Difference               | (\$113,409)      | \$1,591                       |         |                                  |                               |
|                                      | <b>Total Amt of HOME Administration***</b> |                  |                               |         |                                  |                               |
|                                      | <b>Total Amt mandated Amt = 10%</b>        |                  |                               |         |                                  |                               |
|                                      | Difference                                 |                  |                               |         |                                  |                               |
|                                      | <b>Total Amt of HOME CHDO request****</b>  |                  |                               |         |                                  |                               |
|                                      | <b>Total Amt mandated 15%</b>              |                  |                               |         |                                  |                               |
|                                      | Difference                                 |                  |                               |         |                                  |                               |

### NOTE:

\* Public Service

\*\* City CDBG Administration

\*\*\*Home Administration

\*\*\*\*CHDO Request

# CITY OF MUSKOGEE

## CDBG/HOI

2006-2007 Proposed

### Community Development Block Grant

| Organization/Agency                             | Activity                 | Amount Requested   | Amount Available |
|-------------------------------------------------|--------------------------|--------------------|------------------|
| Love INC                                        | Handicap Ramps           | \$10,000           |                  |
| American Red Cross                              | Senior Transit           | \$5,000            |                  |
| West Michigan Veterans                          | Food Bank/Transportation | \$5,000            |                  |
| Sacred Suds                                     | Laundry/Shower           | \$6,000            |                  |
| DPW                                             | Senior Transit           | \$58,735           |                  |
| CDBG Code Enforcement                           | Code Enforcement         | \$40,000           |                  |
| Community Economic Development                  | Facade                   | \$20,000           |                  |
| CDBG Service Delivery                           | Delivery Service         | \$100,000          |                  |
| Finance Bond Repayment                          | Bond                     | \$245,000          |                  |
| HealthCare                                      | Health Outreach          | \$5,500            |                  |
| Legal Aid                                       | Legal Services           | \$15,000           |                  |
| Cornerstone Optometry                           | Optometry                | \$89,000           |                  |
| CDBG Administration                             | Admin                    | \$200,000          |                  |
| Street Construction                             | Street                   | \$40,000           |                  |
| Leisure Services                                | Recreation               | \$87,318           |                  |
| CDBG Siding                                     | Siding                   | \$225,000          |                  |
| CDBG Emergency Repair                           | Emergency Repair         | \$225,000          |                  |
| Planning Lot Clean up                           | Lot Maintenance          | \$40,000           |                  |
| Dangerous Buildings                             | Demolition               | \$115,000          |                  |
| <b>Total CDBG Request</b>                       |                          | <b>\$1,531,553</b> |                  |
| <b>Total CDBG Allocated + PI</b>                |                          | <b>\$1,060,145</b> |                  |
| <b>Allocated/Request Difference</b>             |                          | <b>(\$471,408)</b> |                  |
| <br>                                            |                          |                    |                  |
| <b>Total Amt of Public Service*</b>             |                          |                    |                  |
| <b>Public Service mandated Amt &lt;= to 15%</b> |                          |                    |                  |
| <b>Difference</b>                               |                          |                    |                  |

**Total Amt of City Administration Request\*\***

Administrative mandated Amt < 20% \_\_\_\_\_  
 Difference \_\_\_\_\_

## HOME

| Organization/Agency                        | Activity                              | Amount Requested | A Re  |
|--------------------------------------------|---------------------------------------|------------------|-------|
| Community & Neighborhood Servicesc         | HOME Administration                   | \$30,176         |       |
| Community & Neighborhood Servicesc         | HOME Tax Reverted Rehabilitation      | \$100,000        |       |
| Community & Neighborhood Servicesc         | HOME Rental Rehabilitation            | \$50,000         |       |
| Community & Neighborhood Servicesc         | HOME Infilll New Construction         | \$85,000         |       |
| Muskegon County Habitat for Humanity       | Infrastructure/construction (5 homes) | \$100,000        |       |
| Nieghborhood Investment Corporation        | Home purchase rehab loans             | \$95,000         |       |
| <b>Total HOME Request</b>                  |                                       | <b>\$460,176</b> |       |
| <b>Total HOME Allocated</b>                |                                       | <b>\$301,767</b> |       |
| <b>(+) Program Income</b>                  |                                       | <b>\$45,000</b>  |       |
|                                            |                                       | <b>\$346,767</b> |       |
| Allocated/Request Difference               |                                       | (\$113,409)      |       |
| <b>Total Amt of HOME Administration***</b> |                                       |                  |       |
| <b>Total Amt mandated Amt = 10%</b>        |                                       | _____            | _____ |
| Difference                                 |                                       |                  |       |
| <b>Total Amt of HOME CHDO request****</b>  |                                       |                  |       |
| <b>Total Amt mandated 15%</b>              |                                       | _____            | _____ |
| Difference                                 |                                       |                  |       |

### NOTE:

\* Pulic Service

\*\* City CDBG Administration

\*\*\*Home Administration

\*\*\*\*CHDO Request

O:\COMMON\EXCEL\2006-2007 CDBG  
 ( SHEET:CDBG-HOME ACT)

# SUPPORT



Muskegon County  
**Habitat**  
for Humanity®



1030 Ducey



1088 Marquette



1077 Pine



1434 Ducey



1078 Marquette



269 Meeking



289 Meeking



450 Erickson



440 Erickson

**Muskegon County  
Habitat for Humanity**  
280 Ottawa, Muskegon 49442  
231-727-6020

**MUSKEGON COUNTY HABITAT FOR HUMANITY  
POSITIVELY IMPACTS OUR COMMUNITY**

- IN 1999, 19,881 PERSONS WERE LIVING BELOW POVERTY LEVEL IN MUSKEGON COUNTY AND 40% OF THOSE WERE CHILDREN.
- POOR CHILDREN: GET ILL MORE OFTEN, HAVE MORE DIFFICULTY LEARNING, AND EXPERIENCE MORE FAMILY CONFLICT THAN OTHER CHILDREN.
- A 2002 STUDY BY DAVENPORT UNIVERSITY OF HABITAT FAMILIES IN 82 MICHIGAN COUNTIES REPORTED:
  1. 68% OF FAMILIES EXPERIENCED AN INCREASE IN THEIR INCOME.
  2. 25% OF FAMILIES REPORTED BETTER GRADES IN SCHOOL FOR THEIR CHILDREN.
  3. 23% OF FAMILIES REPORTED LESS SICKNESS.
  4. 58% OF FAMILIES REPORTED LESS FAMILY CONFLICT.
  5. 40% OF FAMILIES OBTAINED ADDITIONAL EDUCATION.
- THE CITY OF MUSKEGON IDENTIFIED A NEED FOR LOW-INCOME HOUSING IN THE 2005-2010 CONSOLIDATED PLAN WHICH STATES, THE FIRST PRIORITY IS, "To develop, increase and maintain homeownership for moderate income households (30%, 50%, 80% MFI)" THE FIRST PRIORITY IS "To develop alone or in partnership with Community Housing Development Organizations... ten new single family houses completed by May 31, 2010." MUSKEGON COUNTY HABITAT FOR HUMANITY (MCHFH) WOULD LIKE TO PARTNER WITH THE CITY OF MUSKEGON TO ACHIEVE THOSE GOALS WHILE SERVING THE LOWEST INCOME, AND OFTEN UNDERSERVED PORTION OF OUR COMMUNITY.
- MCHFH IS UNIQUE IN PROVIDING HOUSING FOR VERY LOW INCOME PERSONS, AS WELL AS, SELECTING THE HOMEBUYERS PRIOR TO THE START OF CONSTRUCTION. MCHFH BUILDS THE HOME AND SELLS THE HOME AT COST TO THE SELECTED HOMEBUYER WITH A 20 YEAR, 0% MORTGAGE WHICH HABITAT HOLDS PROVIDING A 20 YEAR RELATIONSHIP WITH THE FAMILY. MORTGAGE PAYMENTS RANGE FROM \$350 TO \$550 PER MONTH INCLUDING ESCROWS FOR HOMES THAT APPRAISE AT BETWEEN \$100,000 AND \$200,000.
- MCHFH PROVIDES CONTINUING TRAINING FOR HOMEOWNERS ON HOME REPAIR, MAINTENANCE, BUDGETING, DECORATING,



**HOME IMPROVEMENT, LANDSCAPING AND OTHER TOPICS IN THE HABITAT TRAINING CENTER.**

- **MCHFH HAS PURCHASED 5 TAX REVERTED LOTS FROM THE CITY OF MUSKEGON WITH CITY COMMISSION APPROVAL TO SPLIT THOSE LOTS FOR NEW HOME CONSTRUCTION.**
- **MCHFH HAS COMPLETED 72 HOMES AND ONE CURRENTLY UNDER CONSTRUCTION THROUGHOUT MUSKEGON COUNTY SINCE 1985 HOUSING 217 CHILDREN. 42 OF THOSE HOMES ARE IN THE CITY OF MUSKEGON WHICH HAS THE LARGEST POPULATION OF ANY OTHER MUNICIPALITY IN THE COUNTY. HOMES HAVE ALSO BEEN CONSTRUCTED IN MUSKEGON HEIGHTS, NORTON SHORES, MUSKEGON TOWNSHIP, EGELSTON TOWNSHIP, FRUITLAND TOWNSHIP, MONTAGUE, AND DALTON TOWNSHIP.**
- **MCHFH BUILDS AND REHABILITATES SIMPLE, DECENT, AFFORDABLE, QUALITY HOMES. HOMEOWNERS USUALLY STAY IN THEIR HOMES LONG TERM AND COMPLETE IMPROVEMENTS AND REMODELING AS OVER THE YEARS.**
- **12 MCHFH HOMES HAVE BEEN COMPLETED IN PARTNERSHIP WITH THE MUSKEGON AREA CAREER TECH CENTER. JUNIOR AND SENIOR HIGH SCHOOL STUDENTS FROM THROUGHOUT THE COUNTY LEARN BUILDING TRADES ON-SITE BUILDING A HABITAT HOME DURING THE SCHOOL YEAR. THIS PROGRAM HAS A 100% HIGH SCHOOL GRADUATION RATE.**

**MCHFH HAS BEEN A CHDO SINCE 1999 AND HAS ACHIEVED CONTINUOUS IMPROVEMENT SINCE THAT TIME. HOME FUNDS ARE AN INTEGRAL PART OF ACQUISITION OF MATCHING FUNDING TO CONTINUE THE HABITAT PROGRAM.**

**MAYOR GEORGE HARTWELL OF THE CITY OF GRANT RAPIDS STATED TODAY AT A PRESENTATION REGARDING HOMELESSNESS IN MUSKEGON COUNTY, "THE KEY IS TO CLOSE THE FRONT DOOR ON HOMELESSNESS AND OPEN THE BACK DOOR TO HOME OWNERSHIP."**

**MUSKEGON COUNTY HABITAT FOR HUMANITY CHANGES FAMILIES AND CHANGES COMMUNITIES ONE HOUSE AT A TIME BY OPENING THAT BACK DOOR.**

Date: March 14, 2006  
To: Honorable Mayor and City Commissioners  
From: Engineering  
RE: Public Hearing  
Create a Special Assessment District for:  
**LAKESHORE DR., MCCRACKEN AVE. TO 145' NORTHEASTERLY OF  
CENTERLINE OF VANDERLINDE ST.**

---

#### SUMMARY OF REQUEST:

To hold a public hearing on the proposed special assessment for **LAKESHORE DR., MCCRACKEN AVE. TO 145' NORTHEASTERLY OF CENTERLINE OF VANDERLINDE ST. ,** and to create the special assessment district and appoint two City Commissioners to the Board of Assessors if it is determined to proceed with the project

#### FINANCIAL IMPACT:

None at this time.

#### BUDGET ACTION REQUIRED:

None at this time.

#### STAFF RECOMMENDATION:

To create the special assessment district and assign two City Commissioners to the Board of Assessors by adopting the attached resolution

#### COMMITTEE RECOMMENDATION:

CITY OF MUSKEGON

Resolution No. 2006-25 ( d )

Resolution At First Hearing Creating Special Assessment District  
For **LAKESHORE DR., MCCRACKEN AVE. TO 145' NORTHEASTERLY OF CENTERLINE  
OF VANDERLINDE ST.**

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

RECITALS:

1. A hearing has been held on **March 14, 2006** 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 14, 2006**, there were 29.42 % objections by the owners of the property in the district registered at the hearing either in writing received before or at the hearing or by owners or agents present at the hearing, and the Commission has considered the advisability of proceeding with the project.

FINDINGS:

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

THEREFORE, BE IT RESOLVED:

1. The City Commission hereby declares a special assessment district to include the property set forth in Exhibit A attached to this resolution.
2. The City Commission determines to proceed with the improvements as set forth in the feasibility study and estimates of costs, and directs the City Engineer to proceed with project design, preparation of specifications and the bidding process. If appropriate and if bonds are to be sold for the purposes of financing the improvements, the Finance

2. 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 Warmington and Davis 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 **21.07%** 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 Wierengo, Carter, Davis, Gawron, and Spataro

Nays None

CITY OF MUSKEGON

By Gail A. Kunding  
Gail A. Kunding, Clerk

ACKNOWLEDGMENT

This resolution was adopted at a meeting of the City Commission, held on **March 14, 2006**. The meeting was properly held and noticed pursuant to the Open Meetings Act of the State of Michigan, Act 267 of the Public Acts of 1976.

CITY OF MUSKEGON

By Gail A. Kunding  
Gail A. Kunding, Clerk

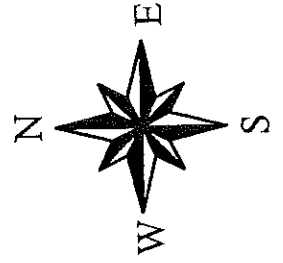
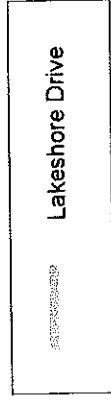
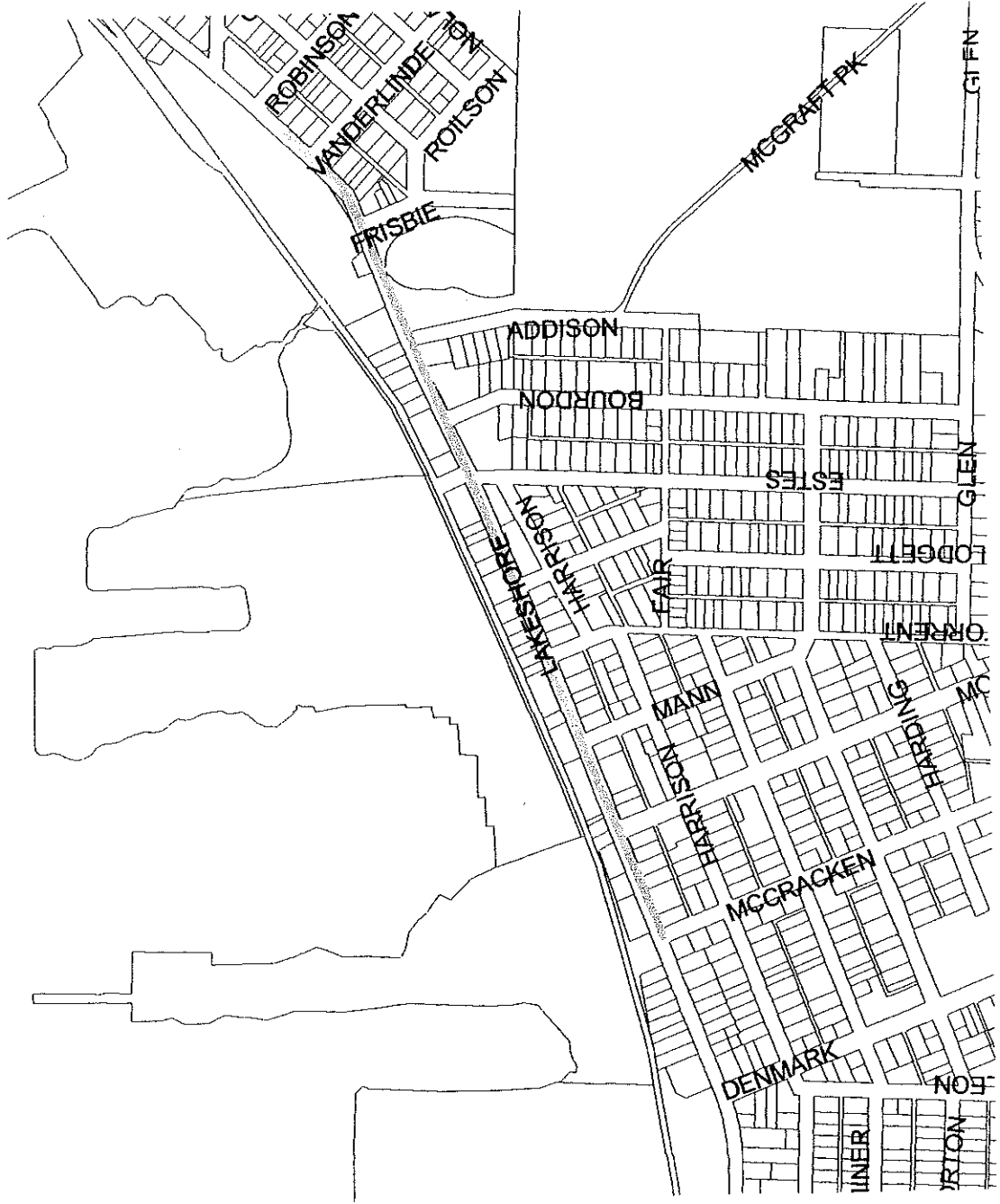
**EXHIBIT A**

**LAKESHORE DR., MCCRACKEN AVE. TO 145' NORTHEASTERLY OF  
CENTERLINE OF VANDERLINDE ST.**

**SPECIAL ASSESSMENT DISTRICT**

**All properties abutting that section of Lakeshore Dr., Mccracken Ave. to 145'  
Northeasterly of Centerline of Vanderlinde St.**

# Lakeshore Drive



**AFFIDAVIT OF MAILING**

STATE OF MICHIGAN     )  
                                      ) SS  
COUNTY OF MUSKEGON )

**TO CREATE A SPECIAL ASSESSMENT DISTRICT FOR THE FOLLOWING:**

**Lakeshore Dr., McCracken Ave. to Laketon Ave.**

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 3<sup>rd</sup> DAY OF MARCH, 2006.

Gail A. Kunderger  
GAIL A. KUNDINGER, CITY CLERK

SUBSCRIBED AND SWORN TO BEFORE ME THIS  
22<sup>nd</sup> DAY OF March, 2006.

Linda A. Potter  
NOTARY PUBLIC, MUSKEGON COUNTY, MICHIGAN  
MY COMMISSION EXPIRES 9-25-06

CITY OF MUSKEGON  
NOTICE OF PUBLIC HEARINGS  
SPECIAL ASSESSMENT DISTRICTS

IN AN EFFORT TOWARDS NEIGHBORHOOD IMPROVEMENT, the Muskegon City Commission is proposing that special assessment districts be created for the following projects:

**LAKESHORE DR., MCCRACKEN AVE. TO 145' NORTHEASTERLY OF CENTERLINE OF  
VANDERLINDE ST.**

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

**All parcels abutting Lakeshore Dr., Mccracken Ave. to 145' Northeasterly of Centerline of  
Vanderlinde St.**

The City Commission proposes that the City and property owners by means of special assessments will share the cost of improvement. You may examine preliminary plans and cost estimates in the City Hall's Engineering Department during regular business hours - between 8:00 A.M. and 5:00 P.M. on weekdays, except holidays.

PLEASE TAKE NOTICE: A PUBLIC HEARING WILL BE HELD IN THE MUSKEGON CITY COMMISSION CHAMBERS ON **MARCH 14, 2006 AT 5:30 O'CLOCK P.M**

PLEASE UNDERSTAND 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 (AT A LATER HEARING) YOU WILL HAVE THIRTY (30) DAYS FROM THE DATE OF THE ROLL'S CONFIRMATION TO FILE A WRITTEN APPEAL WITH THE MICHIGAN STATE TAX TRIBUNAL. HOWEVER, UNLESS YOU PROTEST AT THIS HEARING OR AT THE HEARING CONFIRMING THE ROLL, EITHER IN PERSON, BY YOUR AGENT OR REPRESENTATIVE, OR IN WRITING BEFORE OR AT THE HEARING, YOUR RIGHT TO APPEAL TO THE MICHIGAN TAX TRIBUNAL WILL BE LOST.

By City Charter, if the owners of more than one-half of the property to be assessed shall object to the assessment in writing at or before the hearing, the improvement shall not be made unless the City Commission determines by affirmative vote of all its members that the safety or health of the public necessitates the improvement.

PUBLISH: **March 4, 2006**

Gail Kunding, City Clerk

ADA POLICY

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

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



## **ENGINEERING FEASIBILITY STUDY**

**For**

### **LAKESHORE DR., MCCracken AVE. TO 145' NORTHEASTERLY OF CENTERLINE OF VANDERLINDE ST.**

The Milling & Resurfacing of Lakeshore Dr., from McCracken Ave. to 145' Northeasterly of Centerline of Vanderlinde St., see attached exhibit for location, was initiated by the City due to the conditions of the pavement and the availability of state grant that we were able to secure . The surface of the existing pavement has deteriorated, showing a considerable amount of rutting and alligator cracking, to a level where, we believe, a milling and resurfacing (possible whitetopping in the business district if funds are available) is necessary at this time to prolong the life of that street by at least an additional ten (10) years. This section of road has not had, to the best of our records, any major work since the mid to late 80s. The proposed improvements (milling & resurfacing) consist of following;

1. Complete removal of the existing pavement surface (3" – 4") and replacement with a new asphalt street section and possibly a whitetopping (concrete section similar to Laketon @ Barclay) to the extent the \$525,000 allows.
2. Few Water services work.
3. Minor storm sewer repairs (drainage facilities)

A memo from the Assessor's office, which addresses the appraisal and benefit information, is attached.

The preliminary cost estimate for the work associated with paving is \$525,000 with the length of the project being approximately 3842 lineal feet (project length) or 6321.82' of assessable footage. This translates into an estimated improvement cost of 83 per assessable foot. The assessment figure will be at a cost not to exceed \$17.50 per assessable foot as established in the 2006 Special Assessment Rates for this type of improvement

February 27, 2006

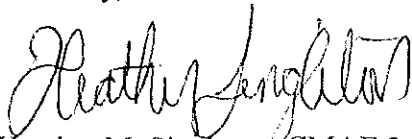
Mohammed Al-Shatel, City Engineer  
City of Muskegon  
933 Terrace Street  
Muskegon, MI 49443

Mr. Al-Shatel:

In accordance with your request, I have examined the proposed special assessment district entailing the milling & resurfacing of Lakeshore Drive between McCracken Street and Laketon Avenue. The purpose of this analysis is to document the reasonableness of this special assessment district by identifying and quantifying any accrued benefits. It is subject to the normal governmental restrictions of escheat, taxation, police power and eminent domain. The effective date is February 27, 2006.

In conclusion, it is my opinion that the special assessment amounts justly and reasonably represents the accrued benefits to the properties encompassed by this project. The amounts reflect the sum of the immediate estimated value enhancement and the intrinsic value that will accrue from an overall increase in property values due to an improved quality of life created by the proposed project. As previously presented, the proposed special assessment district encompasses primarily residential properties. The front foot rate of \$17.50 for the milling & resurfacing of the above mentioned project area appears reasonable in light of an analysis that indicates a possible enhancement of \$19.00. The conclusions are based upon the data presented within this limited analysis in restricted format, and on supporting information in my files.

Sincerely,

A handwritten signature in cursive script, appearing to read "Heather M. Singleton".

Heather M. Singleton, CMAE 2

Appraiser

March 3, 2006

OWNERS NAME

OWNERS ADDRESS

OWNERS CITY , OWNERS STATE, OWNERS ZIPCODE 1

The City of Muskegon is asking for your support for improvement of the street adjoining your property located at PROPERTY ADDRESS.

The City of Muskegon believes that by making the proposed street improvements you will have less road noise, dust, and wear and tear on your vehicle. In addition, street improvements provide easier access for delivery of services such as snow plowing, mail delivery, and bus service.

Called a special assessment district, the largest percentage of the proposed street improvement will be paid for by the City of Muskegon (via local funds and/or grants); however, it will be necessary for you to cover a share of the cost (which you can spread over a period of ten years) based on the amount of property you own bordering the street. A description of the project, including the associated cost to you and the City, is located in the documents attached to this letter.

While the City of Muskegon believes that the proposed improvements will result in a safer and cleaner street while adding curb appeal to your property, you do have the right to ask further questions or protest participation in this particular project. Please carefully review the enclosed materials and call the City's Engineering Department at 724-6707 if you require more information.

A public hearing is also scheduled for this project on MARCH 14, 2006. If you attend this public hearing you will be given an opportunity to make comments on the proposed special assessment district to the commission.

Also located in this packet of materials is a Special Assessment Hearing Response Card. If mailed back to the City of Muskegon City Clerk's Office before the scheduled public hearing your vote will be added to the tabulation of votes during the public hearing. If you do not send in this form your vote counts as "in favor" of the project.

Thank you for your participation in improving the quality of life in the Muskegon community.

March 3, 2006

OWNERS NAME  
OWNERS ADDRESS  
OWNERS CITY, OWNERS STATE OWNERS ZIPCODE 1

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

**NOTICE OF HEARING ON SPECIAL ASSESSMENT**

Dear Property Owner:

The Muskegon City Commission is considering whether or not to create a special assessment district which would assess your property for the following paving project:

LAKESHORE DR. , McCRACKEN TO 145' NORTHEASTERLY OF CENTERLINE OF  
VAN DER LINDE ST.

The proposed special assessment district will be located as follows:

**All parcels abutting Lakeshore Dr.. from McCracken Ave. to 145' Northeasterly of  
centerline of Van Der Linde St.**

It is proposed that a portion of the above improvement will be paid by special assessment against properties in the aforementioned district. Following are conditions of the proposed special assessment which are important to you.

**Public Hearings**

An initial public hearing to consider the creation of a special assessment district will be held at the City of Muskegon City Commission Chambers on MARCH 14, 2006 at 5:30 P.M. You are encouraged to appear at this hearing, either in person, by agent or in writing to express your opinion, approval, or objection concerning the proposed special assessment. We are enclosing a Hearing Response Card for you to indicate your agreement or opposition to the special assessment. This card includes the property identification and description, assessable footage per City policy, and the estimated cost of the assessment. You may also appear, as above, in lieu of, or in addition to mailing your response card to the City Clerk. Written objections or appearances must be made at or prior to the hearing. NOTE: THE SPECIAL ASSESSMENT WILL BE CREATED OR NULLIFIED AT THIS HEARING. IT IS IMPORTANT FOR YOU TO COMMENT AT THIS HEARING IF YOU WANT YOUR OPINION COUNTED FOR THE SPECIAL ASSESSMENT.

A second public hearing will be held, if the district is created, to confirm the special assessment roll after the project is completed. You will be mailed a separate notice for the second hearing. At this second hearing the special assessment costs will be spread on the affected properties accordingly. YOU ARE HEREBY NOTIFIED THAT YOU HAVE A RIGHT TO PROTEST YOUR ASSESSMENT AMOUNT AGAINST YOUR PARCEL EITHER IN WRITING OR IN PERSON AT THIS HEARING. IF THE SPECIAL ASSESSMENT ROLL IS CONFIRMED AT THE SECOND HEARING, 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 THE INITIAL HEARING OR AT THE SECOND HEARING CONFIRMING THE ROLL, EITHER IN PERSON, BY AGENT, OR IN WRITING BEFORE OR AT THE HEARING, YOUR RIGHT TO APPEAL TO THE MICHIGAN TAX TRIBUNAL WILL BE LOST.

By City Charter, if the owners of more than one-half of the properties to be assessed shall object to the assessment in writing at or before the hearing, the improvement shall not be made unless the City Commission determines by affirmative vote of all its members that the safety or health of the public necessitates the improvement.

### **Estimated Costs**

The total estimated cost of the street portion of the project is \$525,000.00 of which approximately 21.07% (\$110,631.85) will be paid by special assessment to property owners. Your property's estimated share of the special assessment is shown on the attached hearing response card. The remaining costs will be paid by the City.

The street assessment, which covers improvements to the roadway, may be paid in installments over a period of up to ten (10) years. Any work on drive approaches or sidewalks will be assessed to the property at actual contract prices and these costs may also be paid in installments over ten (10) years. Please note this work is in addition to the street special assessment.

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

I urge you to return the enclosed hearing response card indicating your preference and to attend the scheduled public hearing. Your views are important to the City and to your neighbors. Additional information, including preliminary project plans and cost estimates is available in the Engineering Department located on the second floor of City Hall. Regular business hours are from 8:00 A.M. to 5:00 P.M. Monday through Friday except holidays.

Sincerely,

A handwritten signature in black ink, appearing to read "Mohammed Al-Shatel".

Mohammed Al-Shatel, P.E.  
City Engineer

# 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**  
**LAKESHORE DR., McCracken Ave. to LAKETON AVE. H 1609**  
**CDBG APPLICATION FOR WAIVER OF SPECIAL ASSESSMENT**

**HOUSEHOLD INFORMATION**

Name: \_\_\_\_\_ Birthdate: \_\_\_\_\_ Social Security # \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_  
Spouse: \_\_\_\_\_ Birthdate: \_\_\_\_\_ Social Security # \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_  
Address: \_\_\_\_\_ Phone: \_\_\_\_\_ Race: \_\_\_\_\_  
Parcel # \_\_\_\_\_ Owner/Spouse Legally Handicapped Or Disabled? ( ) Yes ( ) No  
(Please refer to your assessment letter for this information)

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

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

**INCOME INFORMATION**

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

**PROPERTY INFORMATION**

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

**OWNER'S SIGNATURE**

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

**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**  
**LAKESHORE DR., McCRACKEN AVE. TO LAKETON AVE. H 1609**  
**CDBG APPLICATION FOR WAIVER OF SPECIAL ASSESSMENT**

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

**Dear Resident:**

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

**Application Requirements:**

- ✓ **Applicants must submit proof that their total household income does not exceed 65% of Area Median Income** (see chart below); Proof of income may include copies of Wage & Tax Statement (W-2's) from the year 2004, pension or other benefit checks, bank statements for direct deposits or agency statements for all household income.

**2005**

| 65% MEDIAN HOUSEHOLD INCOME CHART |              |
|-----------------------------------|--------------|
| FAMILY SIZE                       | INCOME LIMIT |
| 1                                 | \$28,275     |
| 2                                 | 32,285       |
| 3                                 | 36,295       |
| 4                                 | 40,410       |
| 5                                 | 43,530       |
| 6                                 | 46,800       |
| 7                                 | 50,050       |
| 8                                 | 53,300       |
| For each extra, add               | 3,250        |

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

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

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

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

*The City reserves the right to verify all application information. If current owner sells the home prior to the special assessment confirmation, the application is no longer valid. The City also reserves the right to reject any applications that contains falsified information or insufficient documentation. The City must complete the sidewalks. Costs incurred from repairs done by you or a private contractor will not be reimbursed.*



SPECIAL ASSESSMENT  
HEARING RESPONSE CARD

NO RESPONSE COUNTS AS "IN FAVOR" OF PROJECT-To have your vote count, please

Return This Card By: MARCH 14, 2006

Project Title: LAKESHORE DR. , McCRACKEN TO 145' NORTHEASTERLY OF  
CENTERLINE OF VAN DER LINDE ST.

Project Description: MILLING & RESURFACING

INSTRUCTIONS

If you wish to have your written vote included as part of the tabulation of votes forwarded to the City Commission for the scheduled public hearing, please return this card by the date indicated above. To use this response card please indicate whether you Oppose or Favor this special assessment project, sign the form and return it to the City Clerk's Office. To return this card by mail, simply fold on the dotted lines so the address on the reverse side is showing. Be sure to seal the form with a small piece of tape or staple prior to mailing. IF YOU DO NOT SEND IN THIS FORM YOUR VOTE COUNTS AS "IN FAVOR" OF PROJECT.

Assessment Information

Property Address: PROPERTY ADDRESS & STREET

Parcel Number 24-XXX-XXX-XXXX-XX

Assessable Frontage: 60 Feet

Estimated Front Foot Cost: \$17.50 per Foot

**ESTIMATED TOTAL COST \$1,050.00**

Property Description

CITY OF MUSKEGON REVISED PLAT OF 1903 LOT 7 BLK 636

Your vote COUNTS!

Please vote either in favor or opposed to the Special Assessment Street Paving Project.

I AM IN FAVOR

☐

I AM OPPOSED

☐

Owner

\_\_\_\_\_

CoOwner/Spouse

\_\_\_\_\_

Signature

\_\_\_\_\_

Signature

\_\_\_\_\_

Address

\_\_\_\_\_

Address

\_\_\_\_\_

Thank you for taking the time to vote on this important issue.

FORM 1A

# SPECIAL ASSESSMENT

H-1609

MILLING & RESURFACING

HEARING DATE

MARCH 14, 2006

## LAKE SHORE DR. , McCRACKEN TO 145' NORTHEASTERLY OF CENTERLINE OF VAN DER

|                      |                    |                             |                   |
|----------------------|--------------------|-----------------------------|-------------------|
| 1                    | BVF PROPERTIES LLC | ASSESSABLE FEET:            | 60                |
| 24-205-636-0007-00   | 3276 BOLTWOOD DR   | COST PER FOOT:              | \$17.50           |
| @ 2085 LAKE SHORE DR | MUSKEGON MI 49441  | <u>ESTIMATED P.O. COST:</u> | <u>\$1,050.00</u> |

|                      |                           |                             |                   |
|----------------------|---------------------------|-----------------------------|-------------------|
| 2                    | HASSALEVRIS JOHN/HASSALEV | ASSESSABLE FEET:            | 120               |
| 24-205-636-0005-00   | 2075 LAKE SHORE DR        | COST PER FOOT:              | \$17.50           |
| @ 2075 LAKE SHORE DR | MUSKEGON MI 49441         | <u>ESTIMATED P.O. COST:</u> | <u>\$2,100.00</u> |

|                      |                           |                             |                   |
|----------------------|---------------------------|-----------------------------|-------------------|
| 3                    | STEINBACH & STEINBACH LLC | ASSESSABLE FEET:            | 60                |
| 24-205-636-0004-00   | 18364 174TH AVE           | COST PER FOOT:              | \$17.50           |
| @ 2063 LAKE SHORE DR | SPRING LAKE MI 49456      | <u>ESTIMATED P.O. COST:</u> | <u>\$1,050.00</u> |

|                      |                    |                             |                   |
|----------------------|--------------------|-----------------------------|-------------------|
| 4                    | GOETZ TRACI L      | ASSESSABLE FEET:            | 60                |
| 24-205-636-0003-00   | 2055 LAKE SHORE DR | COST PER FOOT:              | \$17.50           |
| @ 2055 LAKE SHORE DR | MUSKEGON MI 49441  | <u>ESTIMATED P.O. COST:</u> | <u>\$1,050.00</u> |

|                      |                          |                             |                   |
|----------------------|--------------------------|-----------------------------|-------------------|
| 5                    | STEINBACH & STEINBACH    | ASSESSABLE FEET:            | 60                |
| 24-205-636-0002-00   | 18364 174TH ST           | COST PER FOOT:              | \$17.50           |
| @ 2043 LAKE SHORE DR | SPRING LAKE MI 49456-000 | <u>ESTIMATED P.O. COST:</u> | <u>\$1,050.00</u> |

|                      |                   |                             |                   |
|----------------------|-------------------|-----------------------------|-------------------|
| 6                    | DEWALD LORRAINE H | ASSESSABLE FEET:            | 60                |
| 24-205-636-0001-00   | 1580 NELSON ST    | COST PER FOOT:              | \$17.50           |
| @ 2033 LAKE SHORE DR | MUSKEGON MI 49441 | <u>ESTIMATED P.O. COST:</u> | <u>\$1,050.00</u> |

**LAKE SHORE DR. , McCRACKEN TO 145'  
NORTHEASTERLY OF CENTERLINE OF VAN DER**

|                                            |                          |                      |            |
|--------------------------------------------|--------------------------|----------------------|------------|
| 7                                          | GHEZZI RICHARD P         | ASSESSABLE FEET:     | 66         |
| 24-205-635-0007-00                         | 2017 LAKE SHORE DR       | COST PER FOOT:       | \$17.50    |
| @ 2017 LAKE SHORE DR MUSKEGON MI 49441     |                          | ESTIMATED P.O. COST: | \$1,155.00 |
|                                            |                          |                      |            |
| 8                                          | STEINBECK JOHN           | ASSESSABLE FEET:     | 43         |
| 24-205-635-0006-00                         | 18364 174TH              | COST PER FOOT:       | \$17.50    |
| @ 2009 LAKE SHORE DR SPRING LAKE MI 49456  |                          | ESTIMATED P.O. COST: | \$752.50   |
|                                            |                          |                      |            |
| 9                                          | JORE LLC                 | ASSESSABLE FEET:     | 155        |
| 24-205-635-0002-00                         | 144 GRAND AVE NE         | COST PER FOOT:       | \$17.50    |
| @ 1991 LAKE SHORE DR GRAND RAPIDS MI 49503 |                          | ESTIMATED P.O. COST: | \$2,712.50 |
|                                            |                          |                      |            |
| 10                                         | WARMINGTON STEPHEN J     | ASSESSABLE FEET:     | 66         |
| 24-205-635-0001-00                         | 1983 LAKE SHORE DR       | COST PER FOOT:       | \$17.50    |
| @ 1983 LAKE SHORE DR MUSKEGON MI 49441     |                          | ESTIMATED P.O. COST: | \$1,155.00 |
|                                            |                          |                      |            |
| 11                                         | WILLIAM J GIBNER LLC     | ASSESSABLE FEET:     | 66         |
| 24-205-627-0005-00                         | 2125 W GLEN CT           | COST PER FOOT:       | \$17.50    |
| @ 1965 LAKE SHORE DR MUSKEGON MI 49441-458 |                          | ESTIMATED P.O. COST: | \$1,155.00 |
|                                            |                          |                      |            |
| 12                                         | ERIN CARR PROPERTIES LLC | ASSESSABLE FEET:     | 66         |
| 24-205-627-0004-00                         | 1953 LAKE SHORE DR       | COST PER FOOT:       | \$17.50    |
| @ 1953 LAKE SHORE DR MUSKEGON MI 49441     |                          | ESTIMATED P.O. COST: | \$1,155.00 |
|                                            |                          |                      |            |
| 13                                         | THORSEN PAUL D           | ASSESSABLE FEET:     | 44         |
| 24-205-627-0003-00                         | 3377 WINNETASKA RD       | COST PER FOOT:       | \$17.50    |
| @ 1945 LAKE SHORE DR MUSKEGON MI 49441     |                          | ESTIMATED P.O. COST: | \$770.00   |

**LAKE SHORE DR. , McCRACKEN TO 145'  
NORTHEASTERLY OF CENTERLINE OF VAN DER**

|                      |                           |                             |                   |
|----------------------|---------------------------|-----------------------------|-------------------|
| 14                   | GREAT LAKES MARINA & STOR | ASSESSABLE FEET:            | 77                |
| 24-205-627-0002-00   | 1920 LAKE SHORE DR        | COST PER FOOT:              | \$17.50           |
| @ 1937 LAKE SHORE DR | MUSKEGON MI 49441         | <u>ESTIMATED P.O. COST:</u> | <u>\$1,347.50</u> |
|                      |                           |                             |                   |
| 15                   | DHUSE ROGER               | ASSESSABLE FEET:            | 77                |
| 24-205-627-0001-00   | 1198 CORNELL              | COST PER FOOT:              | \$17.50           |
| @ 1927 LAKE SHORE DR | MUSKEGON MI 49441         | <u>ESTIMATED P.O. COST:</u> | <u>\$1,347.50</u> |
|                      |                           |                             |                   |
| 16                   | GOMEZ ANTHONY S           | ASSESSABLE FEET:            | 33.25             |
| 24-205-625-0004-00   | 16500 HICKORY ST          | COST PER FOOT:              | \$17.50           |
| @ 1905 LAKE SHORE DR | SPRING LAKE MI 49456-101  | <u>ESTIMATED P.O. COST:</u> | <u>\$581.88</u>   |
|                      |                           |                             |                   |
| 17                   | KORNDORFER PAUL R         | ASSESSABLE FEET:            | 33.25             |
| 24-205-625-0003-00   | 1883 LAKE SHORE DR        | COST PER FOOT:              | \$17.50           |
| @ 1899 LAKE SHORE DR | MUSKEGON MI 49441         | <u>ESTIMATED P.O. COST:</u> | <u>\$581.88</u>   |
|                      |                           |                             |                   |
| 18                   | KORNDORFER PAUL R         | ASSESSABLE FEET:            | 30.5              |
| 24-205-625-0002-00   | 1883 LAKE SHORE DR #1     | COST PER FOOT:              | \$17.50           |
| @ 1891 LAKE SHORE DR | MUSKEGON MI 49441-164     | <u>ESTIMATED P.O. COST:</u> | <u>\$533.75</u>   |
|                      |                           |                             |                   |
| 19                   | KORNDORFER PAUL R         | ASSESSABLE FEET:            | 36.1              |
| 24-205-625-0001-00   | 1883 LAKE SHORE DR        | COST PER FOOT:              | \$17.50           |
| @ 1883 LAKE SHORE DR | MUSKEGON MI 49441-164     | <u>ESTIMATED P.O. COST:</u> | <u>\$631.75</u>   |
|                      |                           |                             |                   |
| 20                   | GREAT LAKES MARINA & STOR | ASSESSABLE FEET:            | 118.8             |
| 24-205-624-0003-00   | 1920 LAKE SHORE DR        | COST PER FOOT:              | \$17.50           |
| @ 1845 LAKE SHORE DR | MUSKEGON MI 49441-000     | <u>ESTIMATED P.O. COST:</u> | <u>\$2,079.00</u> |

**LAKE SHORE DR. , McCRACKEN TO 145'  
NORTHEASTERLY OF CENTERLINE OF VAN DER**

|                               |                          |                      |            |
|-------------------------------|--------------------------|----------------------|------------|
| 21                            | VERIZON INC              | ASSESSABLE FEET:     | 98.34      |
| 24-205-624-0001-00            | P O BOX 152206           | COST PER FOOT:       | \$17.50    |
| @ 1831 LAKE SHORE DR IRVING   | TX 75015                 | ESTIMATED P.O. COST: | \$1,720.95 |
|                               |                          |                      |            |
| 22                            | LAKESIDE VETERANS CLUB   | ASSESSABLE FEET:     | 145        |
| 24-205-622-0021-00            | 1777 LAKE SHORE DR       | COST PER FOOT:       | \$17.50    |
| @ 1777 LAKE SHORE DR MUSKEGON | MI 49441                 | ESTIMATED P.O. COST: | \$2,537.50 |
|                               |                          |                      |            |
| 23                            | MUSKEGON RECREATION CLUB | ASSESSABLE FEET:     | 122        |
| 24-205-611-0021-00            | 1761 LAKE SHORE DR       | COST PER FOOT:       | \$17.50    |
| @ 1763 LAKE SHORE DR MUSKEGON | MI 49441                 | ESTIMATED P.O. COST: | \$2,135.00 |
|                               |                          |                      |            |
| 24                            | CITY OF MUSKEGON         | ASSESSABLE FEET:     | 100        |
| 24-205-611-0021-40            | 933 TERRACE ST           | COST PER FOOT:       | \$17.50    |
| @ 1737 LAKE SHORE DR MUSKEGON | MI 49443                 | ESTIMATED P.O. COST: | \$1,750.00 |
|                               |                          |                      |            |
| 25                            | CITY OF MUSKEGON         | ASSESSABLE FEET:     | 270        |
| 24-205-610-0001-00            | 933 TERRACE ST           | COST PER FOOT:       | \$17.50    |
| @ 1705 LAKE SHORE DR MUSKEGON | MI 49443                 | ESTIMATED P.O. COST: | \$4,725.00 |
|                               |                          |                      |            |
| 26                            | CITY OF MUSKEGON         | ASSESSABLE FEET:     | 195        |
| 24-205-531-0001-00            | 933 TERRACE ST           | COST PER FOOT:       | \$17.50    |
| @ 1915 FRISBIE ST MUSKEGON    | MI 49443                 | ESTIMATED P.O. COST: | \$3,412.50 |
|                               |                          |                      |            |
| 27                            | MCCABE JAMES             | ASSESSABLE FEET:     | 56         |
| 24-205-530-0005-00            | 1637 LAKE SHORE DR       | COST PER FOOT:       | \$17.50    |
| @ 1637 LAKE SHORE DR MUSKEGON | MI 49441                 | ESTIMATED P.O. COST: | \$980.00   |

**LAKE SHORE DR. , McCRACKEN TO 145'  
NORTHEASTERLY OF CENTERLINE OF VAN DER**

|                      |                         |                             |                   |
|----------------------|-------------------------|-----------------------------|-------------------|
| 28                   | INGLOT PATRICK          | ASSESSABLE FEET:            | 54                |
| 24-205-530-0004-00   | 599 GRAND WOODS CT NE   | COST PER FOOT:              | \$17.50           |
| @ 1629 LAKE SHORE DR | GRAND RAPIDS MI 49525   | <u>ESTIMATED P.O. COST:</u> | <u>\$945.00</u>   |
|                      |                         |                             |                   |
| 29                   | SCHWING PAUL D          | ASSESSABLE FEET:            | 33.33             |
| 24-205-530-0003-10   | 1623 LAKE SHORE DR      | COST PER FOOT:              | \$17.50           |
| @ 1623 LAKE SHORE DR | MUSKEGON MI 49441       | <u>ESTIMATED P.O. COST:</u> | <u>\$583.28</u>   |
|                      |                         |                             |                   |
| 30                   | VARBONCOEUR JOSEPH P    | ASSESSABLE FEET:            | 33.33             |
| 24-205-530-0003-00   | 1615 LAKE SHORE DR      | COST PER FOOT:              | \$17.50           |
| @ 1621 LAKE SHORE DR | MUSKEGON MI 49441       | <u>ESTIMATED P.O. COST:</u> | <u>\$583.28</u>   |
|                      |                         |                             |                   |
| 31                   | VARBONCOEUR JOSEPH P    | ASSESSABLE FEET:            | 66.66             |
| 24-205-530-0002-00   | 1615 LAKE SHORE DR      | COST PER FOOT:              | \$17.50           |
| @ 1615 LAKE SHORE DR | MUSKEGON MI 49441       | <u>ESTIMATED P.O. COST:</u> | <u>\$1,166.55</u> |
|                      |                         |                             |                   |
| 32                   | LARSON JAMES H          | ASSESSABLE FEET:            | 66.66             |
| 24-205-530-0001-00   | 1605 LAKE SHORE DR      | COST PER FOOT:              | \$17.50           |
| @ 1605 LAKE SHORE DR | MUSKEGON MI 49441       | <u>ESTIMATED P.O. COST:</u> | <u>\$1,166.55</u> |
|                      |                         |                             |                   |
| 33                   | WASSERMAN PROPERTY COMP | ASSESSABLE FEET:            | 68                |
| 24-205-529-0004-00   | 1595 LAKE SHORE DR      | COST PER FOOT:              | \$17.50           |
| @ 1595 LAKE SHORE DR | MUSKEGON MI 49441       | <u>ESTIMATED P.O. COST:</u> | <u>\$1,190.00</u> |
|                      |                         |                             |                   |
| 34                   | POTEMPA SHIRLEY         | ASSESSABLE FEET:            | 44                |
| 24-205-529-0003-00   | 1587 LAKE SHORE DR      | COST PER FOOT:              | \$17.50           |
| @ 1587 LAKE SHORE DR | MUSKEGON MI 49441-245   | <u>ESTIMATED P.O. COST:</u> | <u>\$770.00</u>   |

**LAKE SHORE DR. , McCRACKEN TO 145'  
NORTHEASTERLY OF CENTERLINE OF VAN DER**

|                      |                           |                      |            |
|----------------------|---------------------------|----------------------|------------|
| 38                   | STATE OF MICHIGAN         | ASSESSABLE FEET:     | 0          |
| 24-205-597-0008-00   | PO BOX 30735              | COST PER FOOT:       | \$17.50    |
| @ 2090 LAKE SHORE DR | LANSING MI 48909-823      | ESTIMATED P.O. COST: | \$0.00     |
|                      |                           |                      |            |
| 39                   | FUNK EDWARD W TRUST       | ASSESSABLE FEET:     | 180        |
| 24-205-597-0005-00   | 3066 KNOLLWOOD CT         | COST PER FOOT:       | \$17.50    |
| @ 2080 LAKE SHORE DR | MUSKEGON MI 49441         | ESTIMATED P.O. COST: | \$3,150.00 |
|                      |                           |                      |            |
| 40                   | FUNK EDWARD W TRUST       | ASSESSABLE FEET:     | 100        |
| 24-205-597-0004-00   | 2054 LAKE SHORE DR        | COST PER FOOT:       | \$17.50    |
| @ 2054 LAKE SHORE DR | MUSKEGON MI 49441         | ESTIMATED P.O. COST: | \$1,750.00 |
|                      |                           |                      |            |
| 41                   | DOOM JEFFERY              | ASSESSABLE FEET:     | 140        |
| 24-205-597-0001-00   | 2034 LAKE SHORE DR        | COST PER FOOT:       | \$17.50    |
| @ 2034 LAKE SHORE DR | MUSKEGON MI 49441         | ESTIMATED P.O. COST: | \$2,450.00 |
|                      |                           |                      |            |
| 42                   | 2020 BUILDING LLC         | ASSESSABLE FEET:     | 60         |
| 24-205-596-0007-00   | 2020 LAKE SHORE DR        | COST PER FOOT:       | \$17.50    |
| @ 2020 LAKE SHORE DR | MUSKEGON MI 49441         | ESTIMATED P.O. COST: | \$1,050.00 |
|                      |                           |                      |            |
| 43                   | SORRENTO RESTAURANT INC   | ASSESSABLE FEET:     | 20         |
| 24-205-596-0007-10   | 2020 LAKE SHORE DR        | COST PER FOOT:       | \$17.50    |
| @ 2016 LAKE SHORE DR | MUSKEGON MI 49441         | ESTIMATED P.O. COST: | \$350.00   |
|                      |                           |                      |            |
| 44                   | GREAT LAKES MARINA & STOR | ASSESSABLE FEET:     | 264        |
| 24-205-596-0005-00   | 1920 LAKE SHORE DR        | COST PER FOOT:       | \$17.50    |
| @ 1988 LAKE SHORE DR | MUSKEGON MI 49441         | ESTIMATED P.O. COST: | \$4,620.00 |

**LAKE SHORE DR. , McCRACKEN TO 145'  
NORTHEASTERLY OF CENTERLINE OF VAN DER**

|                      |                            |                      |            |
|----------------------|----------------------------|----------------------|------------|
| 45                   | GREAT LAKES MARINA & STOR  | ASSESSABLE FEET:     | 165.5      |
| 24-205-596-0004-20   | 1920 LAKE SHORE DR         | COST PER FOOT:       | \$17.50    |
| @ 1950 LAKE SHORE DR | MUSKEGON MI 49441          | ESTIMATED P.O. COST: | \$2,896.25 |
|                      |                            |                      |            |
| 46                   | FELINSKI BILL W TRUST      | ASSESSABLE FEET:     | 189.5      |
| 24-205-596-0004-00   | 3084 LAKE SHORE DR         | COST PER FOOT:       | \$17.50    |
| @ 1930 LAKE SHORE DR | MUSKEGON MI 49441          | ESTIMATED P.O. COST: | \$3,316.25 |
|                      |                            |                      |            |
| 47                   | BAILEY GEORGE/DONNA ET AL  | ASSESSABLE FEET:     | 55         |
| 24-205-596-0003-20   | 1920 LAKE SHORE DR         | COST PER FOOT:       | \$17.50    |
| @ 1910 LAKE SHORE DR | MUSKEGON MI 49441          | ESTIMATED P.O. COST: | \$962.50   |
|                      |                            |                      |            |
| 48                   | GOFF ROBERT SR/SHAWN L     | ASSESSABLE FEET:     | 45         |
| 24-205-596-0003-10   | 1904 LAKE SHORE DR         | COST PER FOOT:       | \$17.50    |
| @ 1904 LAKE SHORE DR | MUSKEGON MI 49441          | ESTIMATED P.O. COST: | \$787.50   |
|                      |                            |                      |            |
| 49                   | KUSHNAK AMELIA M           | ASSESSABLE FEET:     | 54.68      |
| 24-205-596-0003-00   | 1896 LAKE SHORE DR         | COST PER FOOT:       | \$17.50    |
| @ 1896 LAKE SHORE DR | MUSKEGON MI 49441          | ESTIMATED P.O. COST: | \$956.90   |
|                      |                            |                      |            |
| 50                   | PAIVA BARBARA              | ASSESSABLE FEET:     | 58         |
| 24-205-596-0002-40   | 1880 SOUTHWOOD AVE         | COST PER FOOT:       | \$17.50    |
| @ 1888 LAKE SHORE DR | MUSKEGON MI 49441-372      | ESTIMATED P.O. COST: | \$1,015.00 |
|                      |                            |                      |            |
| 51                   | MCFIFF WILLIAM H/DEVOOGD J | ASSESSABLE FEET:     | 88.23      |
| 24-205-596-0002-30   | 3404 FULTON                | COST PER FOOT:       | \$17.50    |
| @ 1878 LAKE SHORE DR | MUSKEGON MI 49441          | ESTIMATED P.O. COST: | \$1,544.03 |



**LAKE SHORE DR. , McCRACKEN TO 145'  
NORTHEASTERLY OF CENTERLINE OF VAN DER**

|                               |                     |                             |                   |
|-------------------------------|---------------------|-----------------------------|-------------------|
| 52                            | PPJ INVESTMENTS LLC | ASSESSABLE FEET:            | 136               |
| 24-205-596-0002-10            | 1864 LAKE SHORE DR  | COST PER FOOT:              | \$17.50           |
| @ 1864 LAKE SHORE DR MUSKEGON | MI 49441-000        | <u>ESTIMATED P.O. COST:</u> | <u>\$2,380.00</u> |

|                               |                           |                             |                   |
|-------------------------------|---------------------------|-----------------------------|-------------------|
| 53                            | GREAT LAKES MARINA & STOR | ASSESSABLE FEET:            | 164.33            |
| 24-205-596-0008-00            | 1920 LAKE SHORE DR        | COST PER FOOT:              | \$17.50           |
| @ 1920 LAKE SHORE DR MUSKEGON | MI 49441                  | <u>ESTIMATED P.O. COST:</u> | <u>\$2,875.78</u> |

|                               |                          |                             |                   |
|-------------------------------|--------------------------|-----------------------------|-------------------|
| 54                            | PASTOOR JAMES R JR TRUST | ASSESSABLE FEET:            | 80                |
| 24-205-596-0002-00            | 1836 LAKE SHORE DR       | COST PER FOOT:              | \$17.50           |
| @ 1836 LAKE SHORE DR MUSKEGON | MI 49441                 | <u>ESTIMATED P.O. COST:</u> | <u>\$1,400.00</u> |

|                               |                    |                             |                 |
|-------------------------------|--------------------|-----------------------------|-----------------|
| 55                            | KUBON NANCY ET AL  | ASSESSABLE FEET:            | 40              |
| 24-205-596-0001-20            | 1830 LAKE SHORE DR | COST PER FOOT:              | \$17.50         |
| @ 1830 LAKE SHORE DR MUSKEGON | MI 49441           | <u>ESTIMATED P.O. COST:</u> | <u>\$700.00</u> |

|                               |                    |                             |                 |
|-------------------------------|--------------------|-----------------------------|-----------------|
| 56                            | NYE DONALD H       | ASSESSABLE FEET:            | 40              |
| 24-205-596-0001-10            | 1824 LAKE SHORE DR | COST PER FOOT:              | \$17.50         |
| @ 1824 LAKE SHORE DR MUSKEGON | MI 49441           | <u>ESTIMATED P.O. COST:</u> | <u>\$700.00</u> |

|                               |                 |                             |                   |
|-------------------------------|-----------------|-----------------------------|-------------------|
| 57                            | MCEWEN RICHARD  | ASSESSABLE FEET:            | 99                |
| 24-205-596-0001-00            | 3789 WICKHAM DR | COST PER FOOT:              | \$17.50           |
| @ 1812 LAKE SHORE DR MUSKEGON | MI 49441        | <u>ESTIMATED P.O. COST:</u> | <u>\$1,732.50</u> |

|                               |                      |                             |                   |
|-------------------------------|----------------------|-----------------------------|-------------------|
| 58                            | CROW INVESTMENTS LLC | ASSESSABLE FEET:            | 80                |
| 24-205-609-0013-00            | 1756 LAKE SHORE DR   | COST PER FOOT:              | \$17.50           |
| @ 1786 LAKE SHORE DR MUSKEGON | MI 49441             | <u>ESTIMATED P.O. COST:</u> | <u>\$1,400.00</u> |

**LAKE SHORE DR. , McCRACKEN TO 145'  
NORTHEASTERLY OF CENTERLINE OF VAN DER**

|                                        |                         |                             |                   |
|----------------------------------------|-------------------------|-----------------------------|-------------------|
| 59                                     | RAANS PROPERTIES LLC    | ASSESSABLE FEET:            | 198               |
| 24-205-609-0010-00                     | 1756 LAKE SHORE DR      | COST PER FOOT:              | \$17.50           |
| @ 1756 LAKE SHORE DR MUSKEGON MI 49441 |                         | <u>ESTIMATED P.O. COST:</u> | <u>\$3,465.00</u> |
|                                        |                         |                             |                   |
| 60                                     | THORSEN PAUL D          | ASSESSABLE FEET:            | 66                |
| 24-205-609-0009-00                     | 2591 MCCRACKEN ST       | COST PER FOOT:              | \$17.50           |
| @ 1748 LAKE SHORE DR MUSKEGON MI 49441 |                         | <u>ESTIMATED P.O. COST:</u> | <u>\$1,155.00</u> |
|                                        |                         |                             |                   |
| 61                                     | THORSEN PAUL D          | ASSESSABLE FEET:            | 66                |
| 24-205-609-0008-00                     | 3377 WINNETASKA RD      | COST PER FOOT:              | \$17.50           |
| @ 1742 LAKE SHORE DR MUSKEGON MI 49441 |                         | <u>ESTIMATED P.O. COST:</u> | <u>\$1,155.00</u> |
|                                        |                         |                             |                   |
| 62                                     | GARRETT LORIL           | ASSESSABLE FEET:            | 70                |
| 24-205-609-0007-00                     | 2964 LAKE SHORE DR E604 | COST PER FOOT:              | \$17.50           |
| @ 1732 LAKE SHORE DR MUSKEGON MI 49441 |                         | <u>ESTIMATED P.O. COST:</u> | <u>\$1,225.00</u> |
|                                        |                         |                             |                   |
| 63                                     | SIEDLECKI TERESA M      | ASSESSABLE FEET:            | 50                |
| 24-205-609-0006-00                     | 1724 LAKE SHORE DR      | COST PER FOOT:              | \$17.50           |
| @ 1724 LAKE SHORE DR MUSKEGON MI 49441 |                         | <u>ESTIMATED P.O. COST:</u> | <u>\$875.00</u>   |
|                                        |                         |                             |                   |
| 64                                     | STEINHAUER CHERYL       | ASSESSABLE FEET:            | 60                |
| 24-205-609-0005-00                     | 1716 LAKE SHORE DR      | COST PER FOOT:              | \$17.50           |
| @ 1716 LAKE SHORE DR MUSKEGON MI 49441 |                         | <u>ESTIMATED P.O. COST:</u> | <u>\$1,050.00</u> |
|                                        |                         |                             |                   |
| 65                                     | FRANKLIN RONALD A TRUST | ASSESSABLE FEET:            | 160               |
| 24-205-609-0002-00                     | 1700 LAKE SHORE DR      | COST PER FOOT:              | \$17.50           |
| @ 1700 LAKE SHORE DR MUSKEGON MI 49441 |                         | <u>ESTIMATED P.O. COST:</u> | <u>\$2,800.00</u> |

**LAKE SHORE DR. , McCRACKEN TO 145'  
NORTHEASTERLY OF CENTERLINE OF VAN DER**

|                      |                   |                      |            |
|----------------------|-------------------|----------------------|------------|
| 66                   | CITY OF MUSKEGON  | ASSESSABLE FEET:     | 145        |
| 24-205-609-0001-00   | 933 TERRACE ST    | COST PER FOOT:       | \$17.50    |
| @ 1682 LAKE SHORE DR | MUSKEGON MI 49443 | ESTIMATED P.O. COST: | \$2,537.50 |

|                      |                   |                      |            |
|----------------------|-------------------|----------------------|------------|
| 67                   | CITY OF MUSKEGON  | ASSESSABLE FEET:     | 100        |
| 24-035-200-0001-00   | 933 TERRACE ST    | COST PER FOOT:       | \$17.50    |
| @ 1654 LAKE SHORE DR | MUSKEGON MI 49443 | ESTIMATED P.O. COST: | \$1,750.00 |

|                      |                   |                      |            |
|----------------------|-------------------|----------------------|------------|
| 68                   | CITY OF MUSKEGON  | ASSESSABLE FEET:     | 187.36     |
| 24-205-592-0001-00   | 933 TERRACE ST    | COST PER FOOT:       | \$17.50    |
| @ 1630 LAKE SHORE DR | MUSKEGON MI 49443 | ESTIMATED P.O. COST: | \$3,278.80 |

|                      |                   |                      |            |
|----------------------|-------------------|----------------------|------------|
| 69                   | CITY OF MUSKEGON  | ASSESSABLE FEET:     | 476        |
| 24-205-585-0001-00   | 933 TERRACE ST    | COST PER FOOT:       | \$17.50    |
| @ 1490 LAKE SHORE DR | MUSKEGON MI 49443 | ESTIMATED P.O. COST: | \$8,330.00 |

|                                    |                |                             |                     |
|------------------------------------|----------------|-----------------------------|---------------------|
| SUM OF ASSESSABLE FOOTAGE:         | <u>6321.82</u> | SUM OF ESTIMATED P.O. COST: | <u>\$110,631.85</u> |
| TOTAL NUMBER OF ASSESSABLE PARCELS | 66.00          |                             |                     |

SPECIAL ASSESSMENT  
HEARING RESPONSE CARD

NO RESPONSE COUNTS AS "IN FAVOR" OF PROJECT-To have your vote count, please

Return This Card By: MARCH 14, 2006

Project Title: LAKESHORE DR. , McCRACKEN TO 145' NORTHEASTERLY OF CENTERLINE  
OF VAN DER LINDE ST.

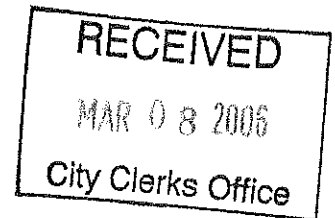
Project Description: MILLING & RESURFACING

INSTRUCTIONS

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Assessment Information

|                             |                    |
|-----------------------------|--------------------|
| Property Address:           | 2055 LAKESHORE DR  |
| Parcel Number               | 24-205-636-0003-00 |
| Assessable Frontage:        | 60 Feet            |
| Estimated Front Foot Cost:  | \$17.50 per Foot   |
| <b>ESTIMATED TOTAL COST</b> | <b>\$1,050.00</b>  |



Property Description

CITY OF MUSKEGON REVISED PLAT OF 1903 LOT 3 BLK 636

Your vote COUNTS!

Please vote either in favor or opposed to the Special Assessment Street Paving Project.

I AM IN FAVOR

☐

I AM OPPOSED



|           |                            |                |                           |
|-----------|----------------------------|----------------|---------------------------|
| Owner     | <u>Traci L Cyr (Coetz)</u> | CoOwner/Spouse | <u>Jason L. Cyr</u>       |
| Signature | <u>[Signature]</u>         | Signature      | <u>[Signature]</u>        |
| Address   | <u>2055 Lakeshore Dr.</u>  | Address        | <u>2055 Lakeshore Dr.</u> |

Thank you for taking the time to vote on this important issue.

COETZ (PAGE)

SPECIAL ASSESSMENT  
HEARING RESPONSE CARD

NO RESPONSE COUNTS AS "IN FAVOR" OF PROJECT-To have your vote count, please

Return This Card By: MARCH 14, 2006

Project Title: LAKESHORE DR. , McCRACKEN TO 145' NORTHEASTERLY OF CENTERLINE  
OF VAN DER LINDE ST.

Project Description: MILLING & RESURFACING

INSTRUCTIONS

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Assessment Information

Property Address: 1605 LAKESHORE DR

Parcel Number 24-205-530-0001-00

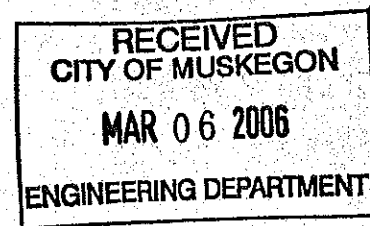
Assessable Frontage: 66.66 Feet

Estimated Front Foot Cost: \$17.50 per Foot

**ESTIMATED TOTAL COST \$1,166.55**

Property Description

CITY OF MUSKEGON REVISED PLAT OF 1903 LOT 1 BLK 530



Your vote COUNTS!

Please vote either in favor or opposed to the Special Assessment Street Paving Project.

I AM IN FAVOR

☐

I AM OPPOSED

☒

Owner James H. Larson CoOwner/Spouse

Signature

James H. Larson

Signature

Alexandra Larson

Address

1605 Lakeshore

Address

1605 Lakeshore Dr

Thank you for taking the time to vote on this important issue.

LARSON JAMES H

32

SPECIAL ASSESSMENT  
HEARING RESPONSE CARD

NO RESPONSE COUNTS AS "IN FAVOR" OF PROJECT-To have your vote count, please

Return This Card By: MARCH 14, 2006

Project Title: LAKESHORE DR. , McCRACKEN TO 145' NORTHEASTERLY OF CENTERLINE  
OF VAN DER LINDE ST.

Project Description: MILLING & RESURFACING

INSTRUCTIONS

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Assessment Information

Property Address: 2009 LAKESHORE DR

Parcel Number 24-205-635-0006-00

Assessable Frontage: 43 Feet

Estimated Front Foot Cost: \$17.50 per Foot

**ESTIMATED TOTAL COST \$752.50**

Property Description

CITY OF MUSKEGON REVISED PLAT OF 1903 SW 43 FT LOT 6 BLK 635

Your vote COUNTS!

Please vote either in favor or opposed to the Special Assessment Street Paving Project.

I AM IN FAVOR

☐

I AM OPPOSED

☒

Owner

*Stacy L. Smith*

CoOwner/Spouse

Signature

*[Signature]*

Signature

\_\_\_\_\_

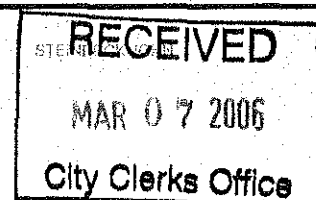
Address

*2009 Lakeland*

Address

\_\_\_\_\_

Thank you for taking the time to vote on this important issue.



SPECIAL ASSESSMENT  
HEARING RESPONSE CARD

NO RESPONSE COUNTS AS "IN FAVOR" OF PROJECT-To have your vote count, please

Return This Card By: MARCH 14, 2006

Project Title: LAKESHORE DR. , McCracken TO 145' NORTHEASTERLY OF CENTERLINE  
OF VAN DER LINDE ST.

Project Description: MILLING & RESURFACING

INSTRUCTIONS

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Assessment Information

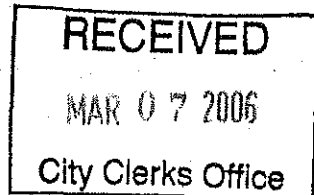
Property Address: 2043 LAKESHORE DR

Parcel Number 24-205-636-0002-00

Assessable Frontage: 60 Feet

Estimated Front Foot Cost: \$17.50 per Foot

**ESTIMATED TOTAL COST \$1,050.00**



Property Description

CITY OF MUSKEGON REVISED PLAT OF 1903 LOT 2 BLK 636

Your vote COUNTS!

Please vote either in favor or opposed to the Special Assessment Street Paving Project.

I AM IN FAVOR

☐

I AM OPPOSED

☒

Owner

*Steinbach & Steinbach*

CoOwner/Spouse

Signature

*[Signature]*

Signature

Address

*2043 Lake*

Address

Thank you for taking the time to vote on this important issue.

STEINBACH & STEINBACH

SPECIAL ASSESSMENT  
HEARING RESPONSE CARD

NO RESPONSE COUNTS AS "IN FAVOR" OF PROJECT-To have your vote count, please

Return This Card By: MARCH 14, 2006

Project Title: LAKESHORE DR. , McCRACKEN TO 145' NORTHEASTERLY OF CENTERLINE  
OF VAN DER LINDE ST.

Project Description: MILLING & RESURFACING

INSTRUCTIONS

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Assessment Information

Property Address: 2063 LAKESHORE DR

Parcel Number 24-205-636-0004-00

Assessable Frontage: 60 Feet

Estimated Front Foot Cost: \$17.50 per Foot

**ESTIMATED TOTAL COST \$1,050.00**

Property Description

CITY OF MUSKEGON REVISED PLAT OF 1903 LOT 4 BLK 636

Your vote COUNTS!

Please vote either in favor or opposed to the Special Assessment Street Paving Project

I AM IN FAVOR

☐

I AM OPPOSED

☒

Owner

Stephany Steady

CoOwner/Spouse

Signature

*[Signature]*

Signature

\_\_\_\_\_

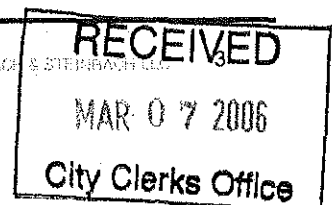
Address

2063 L. Steady

Address

\_\_\_\_\_

Thank you for taking the time to vote on this important issue.





3/7/06

To whom it may concern:

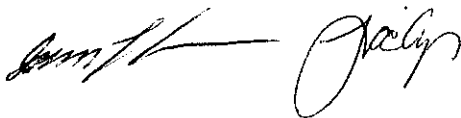
My wife and I discussed this Resurfacing issue and we are opposed these are our two main objections:

1) We feel that there are many other roads in the city of Muskegon that require repaving more than Lakeshore. Henry Street between Sherman Blvd and Norton Road is bad along with Sherman Blvd between Henry Street and Seaway Drive. The city should not consider wasting money on such an unnecessary project. There are many other road projects that should be considered for the city.

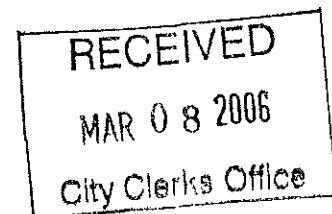
2) After receiving this letter in the mail we actually drove down Lakeshore from McCracken to Laketon and it is actually in very good shape. The only place where it seemed we would need work is portions of the road going west towards the paper mill. It makes perfect sense to us that this portion of the road would be in the worse condition because the trucks going to the paper mill would be carrying very heavy loads causing more stress to that side of the road.

We are not able to attend the meeting because we are expecting our first child right around that date. We would rather have been able to voice our opinion in person, but unfortunately will not be able.

Thank You for Your Time,



Jason and Traci Cyr  
2055 Lakeshore Dr



SPECIAL ASSESSMENT  
HEARING RESPONSE CARD

NO RESPONSE COUNTS AS "IN FAVOR" OF PROJECT-To have your vote count, please

Return This Card By: MARCH 14, 2006

Project Title: LAKESHORE DR. , McCRACKEN TO 145' NORTHEASTERLY OF CENTERLINE  
OF VAN DER LINDE ST.

Project Description: MILLING & RESURFACING

INSTRUCTIONS

If you wish to have your written vote included as part of the tabulation of votes forwarded to the City Commission for the scheduled public hearing, please return this card by the date indicated above. To use this response card please indicate whether you Oppose or Favor this special assessment project, sign the form and return it to the City Clerk's Office. To return this card by mail, simply fold on the dotted lines so the address on the reverse side is showing. Be sure to seal the form with a small piece of tape or staple prior to mailing. IF YOU DO NOT SEND IN THIS FORM YOUR VOTE COUNTS AS "IN FAVOR" OF PROJECT.

Assessment Information

Property Address: 1930 LAKESHORE DR

Parcel Number 24-205-596-0004-00

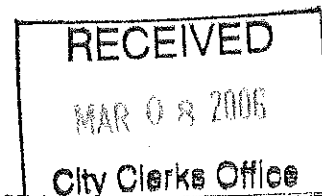
Assessable Frontage: 189.5 Feet

Estimated Front Foot Cost: \$17.50 per Foot

**ESTIMATED TOTAL COST \$3,316.25**

Property Description

CITY OF MUSKEGON REVISED PLAT OF 1903 BLK 596 WLY 16 FT LOT 3 & ELY 173 1/2 FT LOT 4



Your vote COUNTS!

Please vote either in favor or opposed to the Special Assessment Street Paving Project.

I AM IN FAVOR

☐

I AM OPPOSED

☒

Owner MARILYN FELINSKI CoOwner/Spouse \_\_\_\_\_

Signature Marilyn Felinski Signature \_\_\_\_\_

Address 3084 Lakeshore Dr. Address \_\_\_\_\_

Thank you for taking the time to vote on this important issue.

FELINSKI BILL W TRUST

SPECIAL ASSESSMENT  
HEARING RESPONSE CARD

NO RESPONSE COUNTS AS "IN FAVOR" OF PROJECT-To have your vote count, please

Return This Card By: MARCH 14, 2006

Project Title: LAKESHORE DR. , McCRACKEN TO 145' NORTHEASTERLY OF CENTERLINE  
OF VAN DER LINDE ST.

Project Description: MILLING & RESURFACING

INSTRUCTIONS

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Assessment Information

Property Address: 2054 LAKESHORE DR

Parcel Number 24-205-597-0004-00

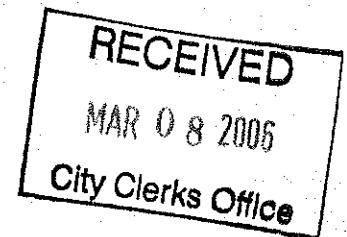
Assessable Frontage: 100 Feet

Estimated Front Foot Cost: \$17.50 per Foot

**ESTIMATED TOTAL COST \$1,750.00**

Property Description

CITY OF MUSKEGON REVISED PLAT OF 1903 W 40 FT LOT 3 & ALL LOT 4 BLK 597



Your vote COUNTS!

Please vote either in favor or opposed to the Special Assessment Street Paving Project.

I AM IN FAVOR

☐

I AM OPPOSED

☒

Owner SEAN SEIFENLEIN CoOwner/Spouse \_\_\_\_\_

Signature [Signature] Signature \_\_\_\_\_

Address 2054 LAKESHORE DR Address \_\_\_\_\_

Thank you for taking the time to vote on this important issue.

FUNK EDWARD W TRUST

SPECIAL ASSESSMENT  
HEARING RESPONSE CARD

NO RESPONSE COUNTS AS "IN FAVOR" OF PROJECT-To have your vote count, please

Return This Card By: MARCH 14, 2006

Project Title: LAKESHORE DR. , McCRACKEN TO 145' NORTHEASTERLY OF CENTERLINE  
OF VAN DER LINDE ST.

Project Description: MILLING & RESURFACING

INSTRUCTIONS

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Assessment Information

Property Address: 1786 LAKESHORE DR

Parcel Number 24-205-609-0013-00

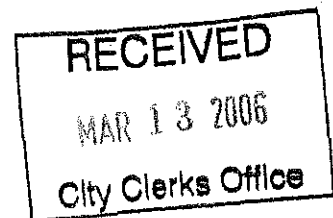
Assessable Frontage: 80 Feet

Estimated Front Foot Cost: \$17.50 per Foot

**ESTIMATED TOTAL COST \$1,400.00**

Property Description

CITY OF MUSKEGON REVISED PLAT OF 1903 LOT 13 BLK 609



Your vote COUNTS!

Please vote either in favor or opposed to the Special Assessment Street Paving Project.

I AM IN FAVOR

☐

I AM OPPOSED

☒

Owner Randy A Crow CoOwner/Spouse \_\_\_\_\_

Signature Randy A Crow Signature \_\_\_\_\_

Address 1786 Lakeshore Dr Address \_\_\_\_\_

Thank you for taking the time to vote on this important issue.

CROW INVESTMENTS LLC

58

SPECIAL ASSESSMENT  
HEARING RESPONSE CARD

NO RESPONSE COUNTS AS "IN FAVOR" OF PROJECT-To have your vote count, please

Return This Card By: MARCH 14, 2006

Project Title: LAKESHORE DR. , McCRACKEN TO 145' NORTHEASTERLY OF CENTERLINE  
OF VAN DER LINDE ST.

Project Description: MILLING & RESURFACING

INSTRUCTIONS

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Assessment Information

Property Address: 1830 LAKESHORE DR

Parcel Number 24-205-596-0001-20

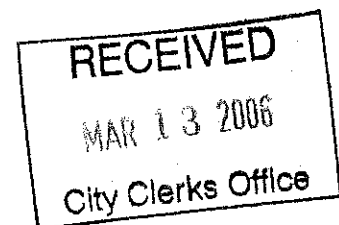
Assessable Frontage: 40 Feet

Estimated Front Foot Cost: \$17.50 per Foot

**ESTIMATED TOTAL COST \$700.00**

Property Description

CITY OF MUSKOGON REVISED PLAT OF 1903 BLK 596 NE 40 FT OF SW 80 FT OF LOT 1



Your vote COUNTS!

Please vote either in favor or opposed to the Special Assessment Street Paving Project.

I AM IN FAVOR

☐

I AM OPPOSED

☒

Owner NANCY KUBON CoOwner/Spouse

Signature Nancy Kubon Signature

Address 1830 Lakeshore Dr. Address

Thank you for taking the time to vote on this important issue.

KUBON NANCY ET AL

55

SPECIAL ASSESSMENT  
HEARING RESPONSE CARD

NO RESPONSE COUNTS AS "IN FAVOR" OF PROJECT-To have your vote count, please

Return This Card By: MARCH 14, 2006

Project Title: LAKESHORE DR. , McCRACKEN TO 145' NORTHEASTERLY OF CENTERLINE  
OF VAN DER LINDE ST.

Project Description: MILLING & RESURFACING

INSTRUCTIONS

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Assessment Information

Property Address: 1756 LAKESHORE DR

Parcel Number 24-205-609-0010-00

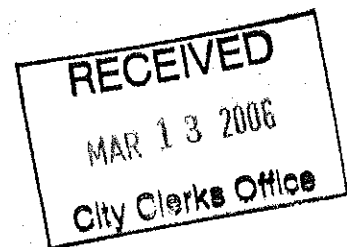
Assessable Frontage: 198 Feet

Estimated Front Foot Cost: \$17.50 per Foot

**ESTIMATED TOTAL COST \$3,465.00**

Property Description

CITY OF MUSKEGON REVISED PLAT OF 1903 LOTS 10, 11 AND 12 BLK 609



Your vote COUNTS!

Please vote either in favor or opposed to the Special Assessment Street Paving Project.

I AM IN FAVOR

☐

I AM OPPOSED

☒

Owner Randy A Crow CoOwner/Spouse \_\_\_\_\_

Signature Randy A C Signature \_\_\_\_\_

Address 1756 Lakeshore Dr Address \_\_\_\_\_

Thank you for taking the time to vote on this important issue.

RAANS PROPERTIES LLC

59

SPECIAL ASSESSMENT  
HEARING RESPONSE CARD

NO RESPONSE COUNTS AS "IN FAVOR" OF PROJECT-To have your vote count, please

Return This Card By: MARCH 14, 2006

Project Title: LAKESHORE DR. , McCRACKEN TO 145' NORTHEASTERLY OF CENTERLINE  
OF VAN DER LINDE ST.

Project Description: MILLING & RESURFACING

INSTRUCTIONS

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Assessment Information

Property Address: 2034 LAKESHORE DR

Parcel Number 24-205-597-0001-00

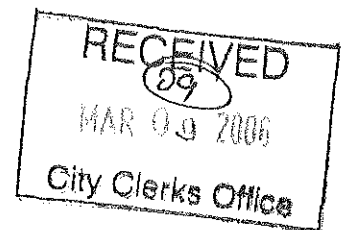
Assessable Frontage: 140 Feet

Estimated Front Foot Cost: \$17.50 per Foot

**ESTIMATED TOTAL COST \$2,450.00**

Property Description

CITY OF MUSKEGON REVISED PLAT OF 1903 LOTS 1-2 & E 20 FT LOT 3 BLK 597



Your vote COUNTS!

Please vote either in favor or opposed to the Special Assessment Street Paving Project.

I AM IN FAVOR

☐

I AM OPPOSED

☒

Owner Jeff Doorn

CoOwner/Spouse \_\_\_\_\_

Signature Jeff Doorn

Signature \_\_\_\_\_

Address 2034 Lakeshore Dr.

Address \_\_\_\_\_

Thank you for taking the time to vote on this important issue.

DNOWJERTBY

SPECIAL ASSESSMENT  
HEARING RESPONSE CARD

NO RESPONSE COUNTS AS "IN FAVOR" OF PROJECT-To have your vote count, please

Return This Card By: MARCH 14, 2006

Project Title: LAKESHORE DR. , McCRACKEN TO 145' NORTHEASTERLY OF CENTERLINE  
OF VAN DER LINDE ST.

Project Description: MILLING & RESURFACING

INSTRUCTIONS

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Assessment Information

Property Address: 1812 LAKESHORE DR

Parcel Number 24-205-596-0001-00

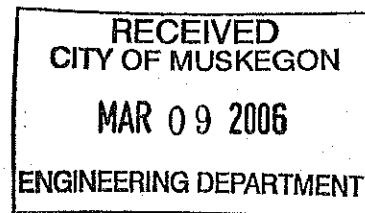
Assessable Frontage: 99 Feet

Estimated Front Foot Cost: \$17.50 per Foot

**ESTIMATED TOTAL COST \$1,732.50**

Property Description

CITY OF MUSKEGON REVISED PLAT OF 1903 BLK 596 LOT 1 EX SWLY 120 FT TH'OF



Your vote COUNTS!

Please vote either in favor or opposed to the Special Assessment Street Paving Project.

I AM IN FAVOR



I AM OPPOSED



Owner

*Richard McEwen*

CdOwner/Spouse

Signature

*Richard McEwen*

Signature

Address

*3789 Wickham Dr-*

Address

Thank you for taking the time to vote on this important issue.

MC EWEN RICHARD

57



SPECIAL ASSESSMENT  
HEARING RESPONSE CARD

NO RESPONSE COUNTS AS "IN FAVOR" OF PROJECT-To have your vote count, please

Return This Card By: MARCH 14, 2006

Project Title: LAKESHORE DR. , McCRACKEN TO 145' NORTHEASTERLY OF CENTERLINE  
OF VAN DER LINDE ST.

Project Description: MILLING & RESURFACING

INSTRUCTIONS

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Assessment Information

|                             |                    |
|-----------------------------|--------------------|
| Property Address:           | 1824 LAKESHORE DR  |
| Parcel Number               | 24-205-596-0001-10 |
| Assessable Frontage:        | 40 Feet            |
| Estimated Front Foot Cost:  | \$17.50 per Foot   |
| <b>ESTIMATED TOTAL COST</b> | <b>\$700.00</b>    |



Property Description

CITY OF MUSKOGON REVISED PLAT OF 1903 BLK 596 NE 40 FT OF SW 120 FT OF LOT 1

Your vote COUNTS!

Please vote either in favor or opposed to the Special Assessment Street Paving Project.

I AM IN FAVOR

☐

I AM OPPOSED

☒

Owner

Donald H. Nye

CoOwner/Spouse

Signature

Donald H. Nye

Signature

Address

1824 Lakeshore Dr

Address

Thank you for taking the time to vote on this important issue.

BYE DONALD H

SPECIAL ASSESSMENT  
HEARING RESPONSE CARD

NO RESPONSE COUNTS AS "IN FAVOR" OF PROJECT-To have your vote count, please

Return This Card By: MARCH 14, 2006

Project Title: LAKESHORE DR. , McCRACKEN TO 145' NORTHEASTERLY OF CENTERLINE  
OF VAN DER LINDE ST.

Project Description: MILLING & RESURFACING

INSTRUCTIONS

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Assessment Information

Property Address: 2017 LAKESHORE DR

Parcel Number 24-205-635-0007-00

Assessable Frontage: 66 Feet

Estimated Front Foot Cost: \$17.50 per Foot

**ESTIMATED TOTAL COST \$1,155.00**

Property Description

CITY OF MUSKEGON REVISED PLAT OF 1903 BLK 635 LOT 7



Your vote COUNTS!

Please vote either in favor or opposed to the Special Assessment Street Paving Project.

I AM IN FAVOR

☐

I AM OPPOSED

☒

Owner Richard Ghetti CoOwner/Spouse \_\_\_\_\_

Signature [Signature] Signature \_\_\_\_\_

Address 2017 Lakeshore Dr Address \_\_\_\_\_

Thank you for taking the time to vote on this important issue.

OPTIONAL FORM NO. 10

SPECIAL ASSESSMENT  
HEARING RESPONSE CARD

NO RESPONSE COUNTS AS "IN FAVOR" OF PROJECT-To have your vote count, please

Return This Card By: MARCH 14, 2006

Project Title: LAKESHORE DR. , McCRACKEN TO 145' NORTHEASTERLY OF CENTERLINE  
OF VAN DER LINDE ST.

Project Description: MILLING & RESURFACING

INSTRUCTIONS

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Assessment Information

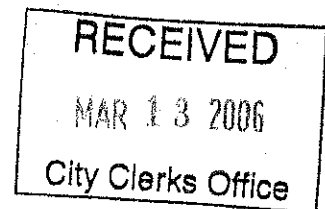
Property Address: 1777 LAKESHORE DR

Parcel Number 24-205-622-0021-00

Assessable Frontage: 145 Feet

Estimated Front Foot Cost: \$17.50 per Foot

**ESTIMATED TOTAL COST \$2,537.50**



Property Description

CITY OF MUSKEGON REVISED PLAT OF 1903 LOT 21 BLK 622 EX C THAT PART LYING E OF LN DRAWN FROM NW COR LOT 1 RING N PAR TO BOURDON ST & ENDING 50 FT N ON E BDRY LN SD LOT 21 ALSO LOT 22 EX S 60 FT BLK 622

Your vote COUNTS!

Please vote either in favor or opposed to the Special Assessment Street Paving Project.

I AM IN FAVOR



I AM OPPOSED



Owner Lakeside Vets Club CoOwner/Spouse \_\_\_\_\_

Signature L.V.C. Board Signature \_\_\_\_\_

Address 1777 Lakeshore Dr Address \_\_\_\_\_

Thank you for taking the time to vote on this important issue.

LAKESIDE VETERANS CLUB

22

SPECIAL ASSESSMENT  
HEARING RESPONSE CARD

NO RESPONSE COUNTS AS "IN FAVOR" OF PROJECT-To have your vote count, please

Return This Card By: MARCH 14, 2006

Project Title: LAKESHORE DR. , McCRACKEN TO 145' NORTHEASTERLY OF CENTERLINE OF VAN DER LINDE ST.

Project Description: MILLING & RESURFACING

INSTRUCTIONS

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Assessment Information

Property Address: 1927 LAKESHORE DR

Parcel Number 24-205-627-0001-00

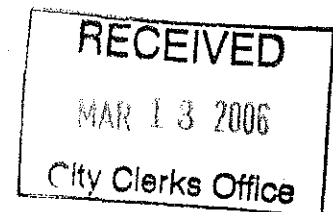
Assessable Frontage: 77 Feet

Estimated Front Foot Cost: \$17.50 per Foot

**ESTIMATED TOTAL COST \$1,347.50**

Property Description

CITY OF MUSKEGON REVISED PLAT OF 1903 LOT 1 & NE 11 FT LOT 2 BLK 627



Your vote COUNTS!

Please vote either in favor or opposed to the Special Assessment Street Paving Project.

I AM IN FAVOR

☐

I AM OPPOSED

☒

Owner Roger D. Hise

CoOwner/Spouse \_\_\_\_\_

Signature [Signature]

Signature \_\_\_\_\_

Address 1927 Lakeshore #4

Address \_\_\_\_\_

Thank you for taking the time to vote on this important issue.

DUANE ROGER

SPECIAL ASSESSMENT  
HEARING RESPONSE CARD

NO RESPONSE COUNTS AS "IN FAVOR" OF PROJECT-To have your vote count, please

Return This Card By: MARCH 14, 2006

Project Title: LAKESHORE DR., McCRACKEN TO 145' NORTHEASTERLY OF CENTERLINE OF VAN DER LINDE ST.

Project Description: MILLING & RESURFACING

INSTRUCTIONS

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Assessment Information

Property Address: 1896 LAKESHORE DR

Parcel Number 24-205-596-0003-00

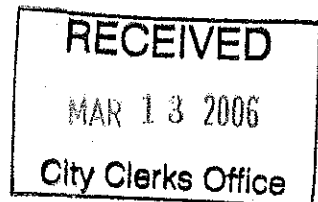
Assessable Frontage: 54.68 Feet

Estimated Front Foot Cost: \$17.50 per Foot

**ESTIMATED TOTAL COST \$956.90**

Property Description

CITY OF MUSKEGON REVISED PLAT OF 1903 BLK 596 SWLY 17.3 FT LOT 2 & NELY 37.38 FT OF LOT 3



Your vote COUNTS!

Please vote either in favor or opposed to the Special Assessment Street Paving Project.

I AM IN FAVOR

☐

I AM OPPOSED

☒

Owner

Anelia Kuschel

CoOwner/Spouse

Signature

Anelia Kuschel

Signature

Address

1896 LAKESHORE DR

Address

Thank you for taking the time to vote on this important issue.

KUSHNAR ANELIA M



SPECIAL ASSESSMENT  
HEARING RESPONSE CARD

NO RESPONSE COUNTS AS "IN FAVOR" OF PROJECT-To have your vote count, please

Return This Card By: MARCH 14, 2006

Project Title: LAKESHORE DR. , McCRACKEN TO 145' NORTHEASTERLY OF CENTERLINE  
OF VAN DER LINDE ST.

Project Description: MILLING & RESURFACING

INSTRUCTIONS

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Assessment Information

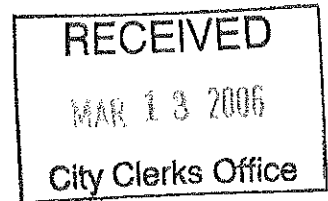
Property Address: 1763 LAKESHORE DR

Parcel Number 24-205-611-0021-00

Assessable Frontage: 122 Feet

Estimated Front Foot Cost: \$17.50 per Foot

**ESTIMATED TOTAL COST \$2,135.00**



Property Description

CITY OF MUSKEGON REVISED PLAT OF 1903 COM AT AN ANGLE PT IN THE WLY LN OF LOT 21 BLK 611 SD PT BEING 66.7 FT N OF THE SW COR OF SD LOT 21 TH N 24D 26M W AND BEING ALG THE ELY LN OF BOURDON STREET 83.3 FT FOR POB TH N 82D 58M E 55.55 FT TO AN ANGLE PT IN A

Your vote COUNTS!

Please vote either in favor or opposed to the Special Assessment Street Paving Project.

I AM IN FAVOR

☐

I AM OPPOSED

☒

Owner

MEMBERSHIP

CoOwner/Spouse

Signature

[Signature]

Signature

PRESIDENT

Address

1763 LAKESHORE DR.

Address

Thank you for taking the time to vote on this important issue.

SPECIAL ASSESSMENT  
HEARING RESPONSE CARD

NO RESPONSE COUNTS AS "IN FAVOR" OF PROJECT-To have your vote count, please

Return This Card By: MARCH 14, 2006

Project Title: LAKESHORE DR. , McCRACKEN TO 145' NORTHEASTERLY OF CENTERLINE  
OF VAN DER LINDE ST.

Project Description: MILLING & RESURFACING

INSTRUCTIONS

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Assessment Information

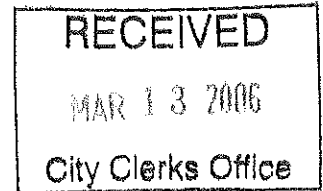
Property Address: 1883 LAKESHORE DR

Parcel Number 24-205-625-0001-00

Assessable Frontage: 36.1 Feet

Estimated Front Foot Cost: \$17.50 per Foot

**ESTIMATED TOTAL COST \$631.75**



Property Description

CITY OF MUSKOGON REVISED PLAT OF 1903 BLK 625 PT LOTS 1 & 2 COM AT NE COR LOT 1 TH SELY TO SE COR LOT 1 TH SWLY ON SLY LN LOTS 1 & 2 70.1 FT TH NWLY 9.4 FT TH NELY AT RT ANG 8.2 FT TH NWLY AT RT ANG 28.3 FT TH WLY 13.5 FT M/L TH NWLY 63.1 FT TO NLY LN LOT

Your vote COUNTS!

Please vote either in favor or opposed to the Special Assessment Street Paving Project.

I AM IN FAVOR

☐

I AM OPPOSED

☒

Owner

Paul Karndorfer

CoOwner/Spouse

Signature

[Signature]

Signature

Address

1883 Lakeshore Dr.

Address

Thank you for taking the time to vote on this important issue.

NO ANSWER REQUIRED

SPECIAL ASSESSMENT  
HEARING RESPONSE CARD

NO RESPONSE COUNTS AS "IN FAVOR" OF PROJECT-To have your vote count, please

Return This Card By: MARCH 14, 2006

Project Title: LAKESHORE DR. , McCRACKEN TO 145' NORTHEASTERLY OF CENTERLINE  
OF VAN DER LINDE ST.

Project Description: MILLING & RESURFACING

INSTRUCTIONS

If you wish to have your written vote included as part of the tabulation of votes forwarded to the City Commission for the scheduled public hearing, please return this card by the date indicated above. To use this response card please indicate whether you Oppose or Favor this special assessment project, sign the form and return it to the City Clerk's Office. To return this card by mail, simply fold on the dotted lines so the address on the reverse side is showing. Be sure to seal the form with a small piece of tape or staple prior to mailing. IF YOU DO NOT SEND IN THIS FORM YOUR VOTE COUNTS AS "IN FAVOR" OF PROJECT.

Assessment Information

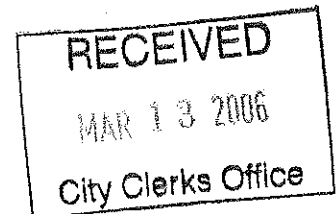
Property Address: 1891 LAKESHORE DR

Parcel Number 24-205-625-0002-00

Assessable Frontage: 30.5 Feet

Estimated Front Foot Cost: \$17.50 per Foot

**ESTIMATED TOTAL COST \$533.75**



Property Description

CITY OF MUSKEGON REVISED PLAT OF 1903 BLK 625 PART LOTS 1 & 2 COM AT NW COR LOT 2 TH SELY 118.3 FT TO SW COR LOT 2 TH NELY ON SLY LINE LOT 2 63.14 FT TH NWLY 9.4 FT TH NELY AT RT ANG 8.2 FT TH NWLY AT RT ANG 28.3 FT TH WLY 13.5 FT M/L TH NWLY 63.1 FT TO N

Your vote COUNTS!

Please vote either in favor or opposed to the Special Assessment Street Paving Project

I AM IN FAVOR

☐

I AM OPPOSED

☒

Owner

Paul K. Kordyger

CoOwner/Spouse

Signature

[Signature]

Signature

Address

1883 Lakeshore Dr

Address

Thank you for taking the time to vote on this important issue.

FORWARDED TO THE CITY CLERK



SPECIAL ASSESSMENT  
HEARING RESPONSE CARD

NO RESPONSE COUNTS AS "IN FAVOR" OF PROJECT-To have your vote count, please

Return This Card By: MARCH 14, 2006

Project Title: LAKESHORE DR. , McCRACKEN TO 145' NORTHEASTERLY OF CENTERLINE  
OF VAN DER LINDE ST.

Project Description: MILLING & RESURFACING

INSTRUCTIONS

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Assessment Information

Property Address: 1899 LAKESHORE DR

Parcel Number 24-205-625-0003-00

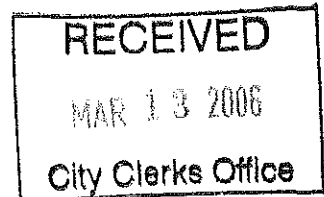
Assessable Frontage: 33.25 Feet

Estimated Front Foot Cost: \$17.50 per Foot

**ESTIMATED TOTAL COST \$581.88**

Property Description

CITY OF MUSKEGON REVISED PLAT OF 1903 LOT 3 BLK 625



Your vote COUNTS!

Please vote either in favor or opposed to the Special Assessment Street Paving Project.

I AM IN FAVOR

☐

I AM OPPOSED

☒

Owner Paul Kerschbamer CoOwner/Spouse \_\_\_\_\_

Signature Paul Kerschbamer Signature \_\_\_\_\_

Address 1883 Lakeshore Dr. Address \_\_\_\_\_

Thank you for taking the time to vote on this important issue.

MUSKEGON, MI 49801

**SPECIAL ASSESSMENT  
HEARING RESPONSE CARD**

NO RESPONSE COUNTS AS "IN FAVOR" OF PROJECT-To have your vote count, please

**Return This Card By: MARCH 14, 2006**

Project Title: LAKESHORE DR. , McCRACKEN TO 145' NORTHEASTERLY OF CENTERLINE  
OF VAN DER LINDE ST.

Project Description: MILLING & RESURFACING

**INSTRUCTIONS**

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**Assessment Information**

Property Address: 2033 LAKESHORE DR

Parcel Number 24-205-636-0001-00

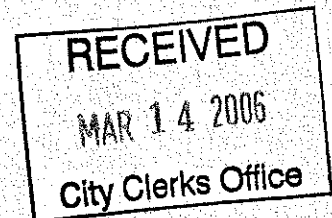
Assessable Frontage: 60 Feet

Estimated Front Foot Cost: \$17.50 per Foot

**ESTIMATED TOTAL COST \$1,050.00**

**Property Description**

CITY OF MUSKEGON REVISED PLAT OF 1903 LOT 1 BLK 636



**Your vote COUNTS!**

Please vote either in favor or opposed to the Special Assessment Street Paving Project.

I AM IN FAVOR

☐

I AM OPPOSED

☒

Owner Helen L. DeWald CoOwner/Spouse \_\_\_\_\_

Signature H.L. DeWald Signature \_\_\_\_\_

Address 1580 Nelson Address \_\_\_\_\_

Thank you for taking the time to vote on this important issue.

DEWALD LORRAINE H

6

*Just finished  
paving for moon st. paving*

SPECIAL ASSESSMENT  
HEARING RESPONSE CARD

NO RESPONSE COUNTS AS "IN FAVOR" OF PROJECT-To have your vote count, please

Return This Card By: MARCH 14, 2006

Project Title: LAKESHORE DR. , McCRACKEN TO 145' NORTHEASTERLY OF CENTERLINE  
OF VAN DER LINDE ST.

Project Description: MILLING & RESURFACING

INSTRUCTIONS

If you wish to have your written vote included as part of the tabulation of votes forwarded to the City Commission for the scheduled public hearing, please return this card by the date indicated above. To use this response card please indicate whether you Oppose or Favor this special assessment project, sign the form and return it to the City Clerk's Office. To return this card by mail, simply fold on the dotted lines so the address on the reverse side is showing. Be sure to seal the form with a small piece of tape or staple prior to mailing. IF YOU DO NOT SEND IN THIS FORM YOUR VOTE COUNTS AS "IN FAVOR" OF PROJECT.

Assessment Information

Property Address: 1623 LAKESHORE DR

Parcel Number 24-205-530-0003-10

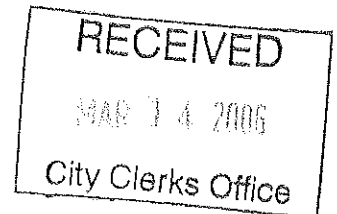
Assessable Frontage: 33.33 Feet

Estimated Front Foot Cost: \$17.50 per Foot

**ESTIMATED TOTAL COST \$583.28**

Property Description

CITY OF MUSKEGON REVISED PLAT OF 1903 SW 1/2 LOT 3 BLK 530



Your vote COUNTS!

Please vote either in favor or opposed to the Special Assessment Street Paving Project.

I AM IN FAVOR



I AM OPPOSED



Owner

Paul D. Schwimg

CoOwner/Spouse

Mary E. Schwimg

Signature

[Signature]

Signature

[Signature]

Address

1623 Lakeshore Dr.

Address

1623 Lakeshore Dr.

Thank you for taking the time to vote on this important issue.

ADDITIONAL FORMS

SPECIAL ASSESSMENT  
HEARING RESPONSE CARD

NO RESPONSE COUNTS AS "IN FAVOR" OF PROJECT-To have your vote count, please

Return This Card By: MARCH 14, 2006

Project Title: LAKESHORE DR. , McCRACKEN TO 145' NORTHEASTERLY OF CENTERLINE  
OF VAN DER LINDE ST.

Project Description: MILLING & RESURFACING

INSTRUCTIONS

If you wish to have your written vote included as part of the tabulation of votes forwarded to the City Commission for the scheduled public hearing, please return this card by the date indicated above. To use this response card please indicate whether you Oppose or Favor this special assessment project, sign the form and return it to the City Clerk's Office. To return this card by mail, simply fold on the dotted lines so the address on the reverse side is showing. Be sure to seal the form with a small piece of tape or staple prior to mailing. IF YOU DO NOT SEND IN THIS FORM YOUR VOTE COUNTS AS "IN FAVOR" OF PROJECT.

Assessment Information

Property Address: 1904 LAKESHORE DR

Parcel Number 24-205-596-0003-10

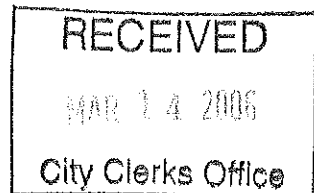
Assessable Frontage: 45 Feet

Estimated Front Foot Cost: \$17.50 per Foot

**ESTIMATED TOTAL COST \$787.50**

Property Description

CITY OF MUSKEGON REVISED PLAT OF 1903 BLK 596 SWLY 45 FT OF NELY 82.38 FT OF LOT 3



Your vote COUNTS!

Please vote either in favor or opposed to the Special Assessment Street Paving Project.

I AM IN FAVOR



I AM OPPOSED



Owner

Robert Goff

CoOwner/Spouse

Shawn Goff

Signature

Robert Goff

Signature

Shawn Goff

Address

1904 Lakeshore

Address

1904 Lakeshore Dr.

Thank you for taking the time to vote on this important issue.

GORE PROJECT SP-CLAWN1

SPECIAL ASSESSMENT  
HEARING RESPONSE CARD

NO RESPONSE COUNTS AS "IN FAVOR" OF PROJECT-To have your vote count, please

Return This Card By: MARCH 14, 2006

Project Title: LAKESHORE DR. , McCRACKEN TO 145' NORTHEASTERLY OF CENTERLINE  
OF VAN DER LINDE ST.

Project Description: MILLING & RESURFACING

INSTRUCTIONS

If you wish to have your written vote included as part of the tabulation of votes forwarded to the City Commission for the scheduled public hearing, please return this card by the date indicated above. To use this response card please indicate whether you Oppose or Favor this special assessment project, sign the form and return it to the City Clerk's Office. To return this card by mail, simply fold on the dotted lines so the address on the reverse side is showing. Be sure to seal the form with a small piece of tape or staple prior to mailing. IF YOU DO NOT SEND IN THIS FORM YOUR VOTE COUNTS AS "IN FAVOR" OF PROJECT.

Assessment Information

Property Address: 1988 LAKESHORE DR

Parcel Number 24-205-596-0005-00

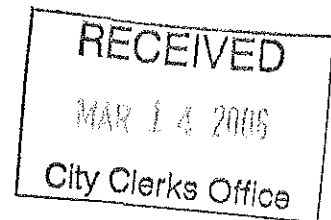
Assessable Frontage: 264 Feet

Estimated Front Foot Cost: \$17.50 per Foot

**ESTIMATED TOTAL COST \$4,620.00**

Property Description

CITY OF MUSKEGON REVISED PLAT OF 1903 LOTS 5-6 BLK 596



Your vote COUNTS!

Please vote either in favor or opposed to the Special Assessment Street Paving Project.

I AM IN FAVOR



I AM OPPOSED



Owner

John Bottomer

CoOwner/Spouse

Signature

[Signature]

Signature

Address

1920 Lakeshore Drive

Address

Thank you for taking the time to vote on this important issue.

GREAT LAKES WATERWAYS  
CITY OF MUSKEGON

SPECIAL ASSESSMENT  
HEARING RESPONSE CARD

NO RESPONSE COUNTS AS "IN FAVOR" OF PROJECT-To have your vote count, please

Return This Card By: MARCH 14, 2006

Project Title: LAKESHORE DR. , McCRACKEN TO 145' NORTHEASTERLY OF CENTERLINE  
OF VAN DER LINDE ST.

Project Description: MILLING & RESURFACING

INSTRUCTIONS

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Assessment Information

Property Address: 1937 LAKESHORE DR

Parcel Number 24-205-627-0002-00

Assessable Frontage: 77 Feet

Estimated Front Foot Cost: \$17.50 per Foot

**ESTIMATED TOTAL COST \$1,347.50**

Property Description

CITY OF MUSKEGON REVISED PLAT OF 1903 SWLY 55 FT LOT 2 & NELY 22 FT LOT 3 BLK 627

Your vote COUNTS!

Please vote either in favor or opposed to the Special Assessment Street Paving Project.

I AM IN FAVOR



I AM OPPOSED



Owner

John B. Hemen

CoOwner/Spouse

Signature

[Signature]

Signature

\_\_\_\_\_

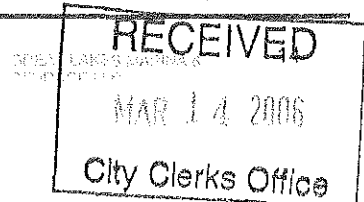
Address

1920 Lakeshore Drive

Address

\_\_\_\_\_

Thank you for taking the time to vote on this important issue.



SPECIAL ASSESSMENT  
HEARING RESPONSE CARD

NO RESPONSE COUNTS AS "IN FAVOR" OF PROJECT-To have your vote count, please

Return This Card By: MARCH 14, 2006

Project Title: LAKESHORE DR. , McCRACKEN TO 145' NORTHEASTERLY OF CENTERLINE  
OF VAN DER LINDE ST.

Project Description: MILLING & RESURFACING

INSTRUCTIONS

If you wish to have your written vote included as part of the tabulation of votes forwarded to the City Commission for the scheduled public hearing, please return this card by the date indicated above. To use this response card please indicate whether you Oppose or Favor this special assessment project, sign the form and return it to the City Clerk's Office. To return this card by mail, simply fold on the dotted lines so the address on the reverse side is showing. Be sure to seal the form with a small piece of tape or staple prior to mailing. IF YOU DO NOT SEND IN THIS FORM YOUR VOTE COUNTS AS "IN FAVOR" OF PROJECT.

Assessment Information

Property Address: 1920 LAKESHORE DR

Parcel Number 24-205-596-0008-00

Assessable Frontage: 164.33 Feet

Estimated Front Foot Cost: \$17.50 per Foot

**ESTIMATED TOTAL COST \$2,875.78**

Property Description

CITY OF MUSKOGON REVISED PLAT OF 1903 PT OF BLK 596 DESC AS LOTS 8 9 10 AND 11 BLK 596 ALSO WLY 66.83 FT OF ELY 106.93 FT OF LOT 2 ALSO ELY 40 FT OF WLY 56 FT OF LOT 3 ALSO WLY 57.5 FT OF LOT 4 OF SD BLK 596 EXC THAT PT TAKEN BY CITY OF MUSKOGON FOR LAKES

Your vote COUNTS!

Please vote either in favor or opposed to the Special Assessment Street Paving Project.

I AM IN FAVOR



I AM OPPOSED



Owner

CoOwner/Spouse

Signature

Signature

Address

Address

Thank you for taking the time to vote on this important issue.

GENERAL LANDS & SURVEY  
CITY OF MUSKOGON

RECEIVED

MAR 14 2006

City Clerks Office

SPECIAL ASSESSMENT  
HEARING RESPONSE CARD

NO RESPONSE COUNTS AS "IN FAVOR" OF PROJECT-To have your vote count, please

Return This Card By: MARCH 14, 2006

Project Title: LAKESHORE DR. , McCRACKEN TO 145' NORTHEASTERLY OF CENTERLINE  
OF VAN DER LINDE ST.

Project Description: MILLING & RESURFACING

INSTRUCTIONS

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Assessment Information

Property Address: 1845 LAKESHORE DR

Parcel Number 24-205-624-0003-00

Assessable Frontage: 118.8 Feet

Estimated Front Foot Cost: \$17.50 per Foot

**ESTIMATED TOTAL COST \$2,079.00**

Property Description

CITY OF MUSKEGON REVISED PLAT OF 1903 LOTS 3-5 BLK 624

Your vote COUNTS!

Please vote either in favor or opposed to the Special Assessment Street Paving Project.

I AM IN FAVOR



I AM OPPOSED



Owner

Signature

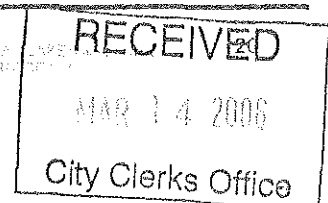
Address

CoOwner/Spouse

Signature

Address

Thank you for taking the time to vote on this important issue.





SPECIAL ASSESSMENT  
HEARING RESPONSE CARD

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Return This Card By: MARCH 14, 2006

Project Title: LAKESHORE DR. , McCRACKEN TO 145' NORTHEASTERLY OF CENTERLINE  
OF VAN DER LINDE ST.

Project Description: MILLING & RESURFACING

INSTRUCTIONS

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Assessment Information

Property Address: 1910 LAKESHORE DR

Parcel Number 24-205-596-0003-20

Assessable Frontage: 55 Feet

Estimated Front Foot Cost: \$17.50 per Foot

**ESTIMATED TOTAL COST \$962.50**

Property Description

CITY OF MUSKEGON REVISED PLAT OF 1903 BLK 596 NELY 55 FT OF SWLY 111 FT LOT 3 SUBJ TO UNDERGROUND ELECTRIC LN  
ESMT L/P 3609/821

Your vote COUNTS!

Please vote either in favor or opposed to the Special Assessment Street Paving Project.

I AM IN FAVOR



I AM OPPOSED



Owner

CoOwner/Spouse

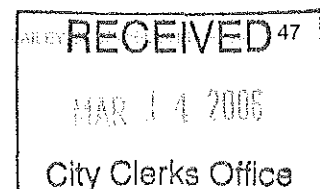
Signature

Signature

Address

Address

Thank you for taking the time to vote on this important issue.



SPECIAL ASSESSMENT  
HEARING RESPONSE CARD

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Return This Card By: MARCH 14, 2006

Project Title: LAKESHORE DR. , McCRACKEN TO 145' NORTHEASTERLY OF CENTERLINE  
OF VAN DER LINDE ST.

Project Description: MILLING & RESURFACING

INSTRUCTIONS

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Assessment Information

Property Address: 1950 LAKESHORE DR

Parcel Number 24-205-596-0004-20

Assessable Frontage: 165.5 Feet

Estimated Front Foot Cost: \$17.50 per Foot

**ESTIMATED TOTAL COST \$2,896.25**

Property Description

CITY OF MUSKEGON REVISED OF PLAT 1903 BLK 596 E 165.5 FT OF W 223 FT LOT 4

Your vote COUNTS!

Please vote either in favor or opposed to the Special Assessment Street Paving Project.

I AM IN FAVOR



I AM OPPOSED



Owner

CoOwner/Spouse

Signature

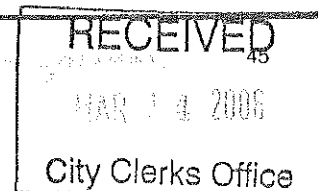
Signature

Address

Address

1920 Lakeshore Drive

Thank you for taking the time to vote on this important issue.



The question naturally arises that if more than 50% of the owners object and a city commissioner abstains, is the special assessment effectively blocked because it is not possible to have the necessary affirmative, unanimous vote of all seven commissioners? American Law Reports states the question as follows:

In those cases wherein the courts have had occasion to deal squarely with problems concerning the effect, in determining whether or not a proposition presented to a municipal council has received the requisite majority of votes for passage or adoption, of a member's abstention from voting because of his personal pecuniary interest in that matter, such courts would appear to have followed several divergent lines of reasoning in arriving at their conclusions. 63 A.L.R.3d 1072 (2005).

The Michigan courts have not had occasion to answer this question, but a few courts have held that the abstaining member should be counted as a member of the council when determining the required percentage of votes necessary and the member is deemed to have voted no. Under this theory, an affirmative vote of all the members is not possible because the vote requires 7 yes, not 6 yes and 1 abstain.

But other courts who include the abstaining member in the count have stated that the abstention should be counted as an affirmative vote. Under this theory, an affirmative vote of all the members is possible because the one abstention is considered to affirmatively acquiesce to the decision and 6 yes votes is all that is required.

The third, and better, theory is that the abstaining member is not considered a member of the council for that vote, and the person is not included in the percentage requirement. As the Texas Courts have stated in *Alamo Heights v Gerety* (1954, Tex Civ App) 264 SW2d 778, the basic question is whether or not the legal disqualification is treated as a vacancy on the council. Under this theory, an affirmative vote of all the members is possible because the commission is only considered to be a body of 6 members for this vote.

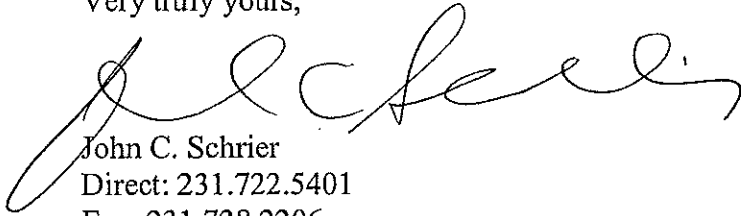
In a case such as this, where the commissioner is *legally obligated* not to vote, **the exercise of lawmaking power should not be stopped by the abstention of some who are present.** 59 Am. Jur. 2d Parliamentary Law 15 (citing New York, Florida, Indiana, New Hampshire, Kansas, Kentucky, Mississippi, and New Mexico court opinions)

It is our opinion that if a commissioner has a legal obligation not to vote on a matter (rather than only a personal choice not to vote), the required abstention should not act to block the commission from being able to take a vote and carry out their duties specified in the City Charter.

Consequently, if one of the commissioners is legally unable to vote, the unanimous vote of the remaining six commissioners is required to establish a special assessment district in those cases where a majority of property owners to be assessed object in the manner set forth in Chapter XIII of the City Charter.

If you have any further questions, please let me know.

Very truly yours,

A handwritten signature in black ink, appearing to read "John C. Schrier". The signature is fluid and cursive, with a large initial "J" and "S".

John C. Schrier

Direct: 231.722.5401

Fax: 231.728.2206

[jcs@parmenterlaw.com](mailto:jcs@parmenterlaw.com)

**PARMENTER O'TOOLE**

Attorneys at Law

RECEIVED L: COMMISSIONERS

MAR 13 2006

John M. Briggs, III  
Michael L. Rolf  
George W. Johnson  
W. Brad Groom  
Eric R. Gielow  
John C. Schnier  
Christopher L. Kelly  
Linda S. Kaare  
James R. Scheuerle  
William J. Meier  
Keith L. McEvoy  
Anna Urlick Duggins  
Scott M. Knowlton

175 West Apple Avenue ■ P.O. Box 786 ■ Muskegon, Michigan 49443-0786  
Phone 231.722.1621 ■ Fax 231.722.7866 or 231.728.2206  
www.Parmenterlaw.com

Thomas H. Thornhill

Scott R. Sewick  
Jeffery A. Jacobson  
Dawn M. Goodwin  
Nancy Ann Hornacek  
Adam G. Zuverink  
Douglas J. Winkle

*Of Counsel*

Thomas J. O'Toole  
Eric J. Fauri  
Michael M. Knowlton

George A. Parmenter, 1903-1993

March 13, 2006

Bryon Mazade  
City Manager  
City of Muskegon  
933 Terrace Street  
Muskegon MI 49440

***Re: Special Assessment; City Commissioner Conflict of Interest***

Dear Mr. Mazade:

You asked for our opinion regarding what role can a city commission member play in the determination of a special assessment district when the commission member's business is a property owner within the proposed district? It is our opinion that the commissioner is obligated to abstain from all votes regarding the special assessment district.

Following is a basic outline of the procedure to create a special assessment district detailed in Chapter XIII of the City of Muskegon Charter:

1. The City Commission votes whether to create a special assessment district and gives public notice of its intention to create a special assessment district. A public hearing is scheduled.
2. If more than 50% of the property owners to be assessed by the special district object in writing at or before the public hearing, an affirmative vote of all the Commission members that the safety or health of the public necessitates the improvement is required to establish the district.
3. If the district is approved, the Commission orders a special assessment by resolution and determines whether the special assessment shall be made according to the feet of street frontage of each lot within the district or according to the amount of benefit each lot or parcel will receive from the improvement.
4. Once the special assessment roll is completed by the Assessor, the Commission reviews the roll and holds a public hearing to consider objections.
5. The Commission then votes whether to approve the roll and passes a resolution confirming the same.

Thus, there are essentially four decisions that the City Commission must make in order to finalize a special assessment district:

1. Should a special assessment district be created?
2. If more than 50% of the owners oppose, should the district be implemented anyway?
3. What method should be used to determine the level of assessment for each owner?
4. Is the assessment roll presented by the Assessor correct?

There is no state statute governing whether or not the city commissioner has a conflict of interest as a property owner within the district (the conflict of interest statute only governs contractual issues between the city and the commissioner). The answer must be found in the common law – which holds that a public official should abstain from voting if the official is personally interested in the decision. The Michigan Supreme Court has said that:

Fidelity in the agent is what is aimed at, and as a means of securing it, the law will not permit the agent to place himself in a situation in which he may be tempted by his own private interest to disregard that of his principal... All public officers are agents, and their official powers are fiduciary. They are trusted with public functions for the good of the public; to protect, advance and promote its interests, and not their own. And, a greater necessity exists than in private life for removing from them every inducement to abuse the trust reposed in them... The law will not permit him to reap a personal advantage from an official act performed in favor of himself. *People v. Township Bd. of Overyssel*, 11 Mich 222,225 (1863).

This opinion is still the controlling law in Michigan, and the Attorney General's office has restated its holding as follows:

When a councilperson owes a fiduciary duty to a private employer, as well as to the public, he or she must abstain from voting on matters which would require choosing between the duties owed both. 1978 WL 30829 (Mich. A.G.)

Because the decision of whether or not to implement a special assessment district is directly related to and affects the monetary and fiduciary interests of the specific property owners within the district, **a city commissioner having an interest in real property within the proposed special assessment district is legally obligated not to take part in the decision.**

However, having come to the conclusion that the city commissioner is legally obligated to abstain from voting, a potential problem arises because the City of Muskegon Charter has a unique provision regarding the second question above. The Charter states that:

If at or prior to the hearing the owners of more than one half of the property to be assessed shall object thereto in writing, the improvement shall not be made unless the Commission shall determine *by an affirmative vote of all its members* that the safety or health of the public necessitates the improvement, in which case it may be made.

**PROPERTY OWNER SPECIAL ASSESSMENT RESPONSE TABULATION**

Start after Labor Day  
complete by Nov 15<sup>th</sup>  
2 way traffic available

Date: March 14, 2006  
To: Honorable Mayor and City Commissioners  
From: Engineering  
RE: Public Hearing  
Create a Special Assessment District for:  
**WESTERN AVE., THIRD ST. TO EIGHTH ST.**

---

#### SUMMARY OF REQUEST:

To hold a public hearing on the proposed special assessment for **WESTERN AVE., THIRD ST. TO EIGHTH ST.** , and to create the special assessment district and appoint two City Commissioners to the Board of Assessors if it is determined to proceed with the project

#### FINANCIAL IMPACT:

None at this time.

#### BUDGET ACTION REQUIRED:

None at this time.

#### STAFF RECOMMENDATION:

To create the special assessment district and assign two City Commissioners to the Board of Assessors by adopting the attached resolution

#### COMMITTEE RECOMMENDATION:



CITY OF MUSKEGON

Resolution No. 2006-25 (e)

Resolution At First Hearing Creating Special Assessment District  
For **WESTERN AVE., THIRD ST. TO EIGHTH ST.**  
Location and Description of Properties to be assessed:  
See Exhibit A attached to this resolution

RECITALS:

1. A hearing has been held on **March 14, 2006** 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 14, 2006**, there were 7.36 % 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

2. Department shall prepare plans for financing including submission of application to the Michigan Department of Treasury and the beginning of bond proceedings.
3. The City Commission hereby appoints a Board of Assessors consisting of City Commissioners Spataro and Wierengo 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 **11.8%** 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 Carter, Davis, Gawron, Spataro, Warmington, and  
Wierengo

Nays None

CITY OF MUSKEGON

By Gail A. Kunding  
Gail A. Kunding, Clerk

ACKNOWLEDGMENT

This resolution was adopted at a meeting of the City Commission, held on **March 14, 2006**. The meeting was properly held and noticed pursuant to the Open Meetings Act of the State of Michigan, Act 267 of the Public Acts of 1976.

CITY OF MUSKEGON

By Gail A. Kunding  
Gail A. Kunding, Clerk

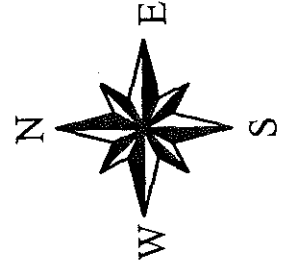
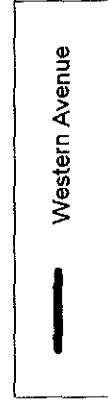
**EXHIBIT A**

**WESTERN AVE., THIRD ST. TO EIGHTH ST.**

**SPECIAL ASSESSMENT DISTRICT**

**All properties abutting that section of Western Ave. from Third St. to Eighth St.**

# Western Avenue - Third to Eighth



**AFFIDAVIT OF MAILING**

STATE OF MICHIGAN     )  
                                  ) SS  
COUNTY OF MUSKEGON )

**TO CREATE A SPECIAL ASSESSMENT DISTRICT FOR THE FOLLOWING:**

**Western Ave., 8<sup>th</sup> St. to 3<sup>rd</sup> St.**

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 3<sup>rd</sup> DAY OF MARCH, 2006.

Gail A. Kunderger  
GAIL A. KUNDINGER, CITY CLERK

SUBSCRIBED AND SWORN TO BEFORE ME THIS  
22<sup>nd</sup> DAY OF March, 2006.

Linda S. Potter  
NOTARY PUBLIC, MUSKEGON COUNTY, MICHIGAN  
MY COMMISSION EXPIRES 9-25-06

CITY OF MUSKEGON  
NOTICE OF PUBLIC HEARINGS  
SPECIAL ASSESSMENT DISTRICTS

IN AN EFFORT TOWARDS NEIGHBORHOOD IMPROVEMENT, the Muskegon City Commission is proposing that special assessment districts be created for the following projects:

**WESTERN AVE., THIRD ST. TO EIGHTH ST.**

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

**All parcels abutting Western Ave., from Third St. to Eighth St.**

The City Commission proposes that the City and property owners by means of special assessments will share the cost of improvement. You may examine preliminary plans and cost estimates in the City Hall's Engineering Department during regular business hours - between 8:00 A.M. and 5:00 P.M. on weekdays, except holidays.

PLEASE TAKE NOTICE: A PUBLIC HEARING WILL BE HELD IN THE MUSKEGON CITY COMMISSION CHAMBERS ON **MARCH 14, 2006 AT 5:30 O'CLOCK P.M**

PLEASE UNDERSTAND 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 (AT A LATER HEARING) YOU WILL HAVE THIRTY (30) DAYS FROM THE DATE OF THE ROLL'S CONFIRMATION TO FILE A WRITTEN APPEAL WITH THE MICHIGAN STATE TAX TRIBUNAL. HOWEVER, UNLESS YOU PROTEST AT THIS HEARING OR AT THE HEARING CONFIRMING THE ROLL, EITHER IN PERSON, BY YOUR AGENT OR REPRESENTATIVE, OR IN WRITING BEFORE OR AT THE HEARING, YOUR RIGHT TO APPEAL TO THE MICHIGAN TAX TRIBUNAL WILL BE LOST.

By City Charter, if the owners of more than one-half of the property to be assessed shall object to the assessment in writing at or before the hearing, the improvement shall not be made unless the City Commission determines by affirmative vote of all its members that the safety or health of the public necessitates the improvement.

PUBLISH: **March 4, 2006**

Gail Kunding, City Clerk

ADA POLICY

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

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

## ENGINEERING FEASIBILITY STUDY

For

### WESTERN AVE., THIRD ST. TO EIGHTH ST.

The milling & resurfacing of Western Ave. from Third St. to Eighth St., see attached exhibit for location, was initiated by the City as a result of the city's successful attempt to secure enhancement funds to perform a wide range of landscaping items which includes bump outs, benches and planting. The enhancement award prompted engineering to review the surface conditions and found it to be in need of resurfacing and take advantage of the proposed enhancement activities to minimize disruption to residents and businesses in that area.

That section of Western Ave. appears to be in dire need of resurfacing due to the widespread surface cracking which is the result of aging since Western was last paved in the mid 80s. It is worth mentioning that while the proposed project includes landscaping, the amount being proposed for assessment against adjacent properties **does not** include any landscaping items. The assessment will be limited to those costs associated with paving only

A memo from the Assessor's office, which addresses the appraisal and benefit information, is attached.

The preliminary cost estimate for the work associated with paving is \$150,000 with the length of the project being approximately 2150 lineal feet (project length) or 3,708.68' of assessable footage. This translates into an estimated improvement cost of \$40 per assessable foot. The assessment figure will be at a cost not to exceed \$17.50 per assessable foot as established in the 2006 Special Assessment Rates for this type of improvement

February 27, 2006

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

Mr. Al-Shatel:

In accordance with your request, I have examined the proposed special assessment district entailing the milling and resurfacing of Western Avenue between 8th Street and 3rd Street. The purpose of this analysis is to document the reasonableness of this special assessment district by identifying and quantifying any accrued benefits. It is subject to the normal governmental restrictions of escheat, taxation, police power and eminent domain. The effective date is February 27, 2006.

In conclusion, it is my opinion that the special assessment amounts justly and reasonably represents the accrued benefits to the properties encompassed by this project. The amounts reflect the sum of the immediate estimated value enhancement and the intrinsic value that will accrue from an overall increase in property values due to an improved quality of life created by the proposed project. As previously presented, the proposed special assessment district encompasses primarily residential properties. The front foot rate of \$17.50 for the milling and resurfacing of the above mentioned project area appears reasonable in light of an analysis that indicates a possible enhancement of \$19.00. The conclusions are based upon the data presented within this limited analysis in restricted format, and on supporting information in my files.

Sincerely,

A handwritten signature in cursive script, reading "Heather Singleton".

Heather Singleton, CMAE 2

Appraiser



March 3, 2006

OWNERS NAME

OWNERS ADDRESS

OWNERS CITY , OWNERS STATE, OWNERS ZIPCODE 1

The City of Muskegon is asking for your support for improvement of the street adjoining your property located at PROPERTY ADDRESS.

The City of Muskegon believes that by making the proposed street improvements you will have less road noise, dust, and wear and tear on your vehicle. In addition, street improvements provide easier access for delivery of services such as snow plowing, mail delivery, and bus service.

Called a special assessment district, the largest percentage of the proposed street improvement will be paid for by the City of Muskegon (via local funds and or grants); however, it will be necessary for you to cover a share of the cost (which you can spread over a period of ten years) based on the amount of property you own bordering the street. A description of the project, including the associated cost to you and the City, is located in the documents attached to this letter.

While the City of Muskegon believes that the proposed improvements will result in a safer and cleaner street while adding curb appeal to your property, you do have the right to ask further questions or protest participation in this particular project. Please carefully review the enclosed materials and call the City's Engineering Department at 724-6707 if you require more information.

A public hearing is also scheduled for this project on MARCH 14, 2006. If you attend this public hearing you will be given an opportunity to make comments on the proposed special assessment district to the commission.

Also located in this packet of materials is a Special Assessment Hearing Response Card. If mailed back to the City of Muskegon City Clerk's Office before the scheduled public hearing your vote will be added to the tabulation of votes during the public hearing. If you do not send in this form your vote counts as "in favor" of the project.

Thank you for your participation in improving the quality of life in the Muskegon community.

March 3, 2006

OWNERS NAME  
OWNERS ADDRESS  
OWNERS CITY, OWNERS STATE OWNERS ZIPCODE 1

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

**NOTICE OF HEARING ON SPECIAL ASSESSMENT**

Dear Property Owner:

The Muskegon City Commission is considering whether or not to create a special assessment district which would assess your property for the following paving project:

**WESTERN AVE., 8TH ST. TO 3RD ST.**

The proposed special assessment district will be located as follows:

**All parcels abutting Western Ave. from 8<sup>th</sup> St. to 3<sup>rd</sup> St.**

It is proposed that a portion of the above improvement will be paid by special assessment against properties in the aforementioned district. Following are conditions of the proposed special assessment which are important to you.

**Public Hearings**

An initial public hearing to consider the creation of a special assessment district will be held at the City of Muskegon City Commission Chambers on MARCH 14, 2006 at 5:30 P.M. You are encouraged to appear at this hearing, either in person, by agent or in writing to express your opinion, approval, or objection concerning the proposed special assessment. We are enclosing a Hearing Response Card for you to indicate your agreement or opposition to the special assessment. This card includes the property identification and description, assessable footage per City policy, and the estimated cost of the assessment. You may also appear, as above, in lieu of, or in addition to mailing your response card to the City Clerk. Written objections or appearances must be made at or prior to the hearing. NOTE: THE SPECIAL ASSESSMENT WILL BE CREATED OR NULLIFIED AT THIS HEARING. IT IS IMPORTANT FOR YOU TO COMMENT AT THIS HEARING IF YOU WANT YOUR OPINION COUNTED FOR THE SPECIAL ASSESSMENT.

A second public hearing will be held, if the district is created, to confirm the special assessment roll after the project is completed. You will be mailed a separate notice for the second hearing. At this second hearing the special assessment costs will be spread on the affected properties accordingly. YOU ARE HEREBY NOTIFIED THAT YOU HAVE A RIGHT TO PROTEST YOUR ASSESSMENT AMOUNT AGAINST YOUR PARCEL EITHER IN WRITING OR IN PERSON AT THIS HEARING. IF THE SPECIAL ASSESSMENT ROLL IS CONFIRMED AT THE SECOND HEARING, 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 THE INITIAL HEARING OR AT THE SECOND HEARING CONFIRMING THE ROLL, EITHER IN PERSON, BY AGENT, OR IN WRITING BEFORE OR AT THE HEARING, YOUR RIGHT TO APPEAL TO THE MICHIGAN TAX TRIBUNAL WILL BE LOST.

By City Charter, if the owners of more than one-half of the properties to be assessed shall object to the assessment in writing at or before the hearing, the improvement shall not be made unless the City Commission determines by affirmative vote of all its members that the safety or health of the public necessitates the improvement.

#### **Estimated Costs**

The total estimated cost of the street portion of the project is \$150,000.00 of which approximately 11.80% (\$64,901.90) will be paid by special assessment to property owners. Your property's estimated share of the special assessment is shown on the attached hearing response card. The remaining costs will be paid by the City.

The street assessment, which covers improvements to the roadway, may be paid in installments over a period of up to ten (10) years. Any work on drive approaches or sidewalks will be assessed to the property at actual contract prices and these costs may also be paid in installments over ten (10) years. Please note this work is in addition to the street special assessment.

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

I urge you to return the enclosed hearing response card indicating your preference and to attend the scheduled public hearing. Your views are important to the City and to your neighbors. Additional information, including preliminary project plans and cost estimates is available in the Engineering Department located on the second floor of City Hall. Regular business hours are from 8:00 A.M. to 5:00 P.M. Monday through Friday except holidays.

Sincerely,



Mohammed Al-Shatel, P.E.  
City Engineer

# Special Assessment Payment Options

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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**  
**WESTERN AVE., 8<sup>th</sup> ST. TO 3<sup>rd</sup> ST. H 1593**  
**CDBG APPLICATION FOR WAIVER OF SPECIAL ASSESSMENT**

**HOUSEHOLD INFORMATION**

Name: \_\_\_\_\_ Birthdate: \_\_\_\_\_ Social Security # \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_  
Spouse: \_\_\_\_\_ Birthdate: \_\_\_\_\_ Social Security # \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_  
Address: \_\_\_\_\_ Phone: \_\_\_\_\_ Race: \_\_\_\_\_  
Parcel # \_\_\_\_\_ Owner/Spouse Legally Handicapped Or Disabled? ( ) Yes ( ) No  
(Please refer to your assessment letter for this information)

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

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

**INCOME INFORMATION**

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

**PROPERTY INFORMATION**

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

**OWNER'S SIGNATURE**

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

**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**  
**WESTERN AVE., 8<sup>th</sup> ST. TO 3<sup>rd</sup> ST. H 1593**  
**CDBG APPLICATION FOR WAIVER OF SPECIAL ASSESSMENT**

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

**Dear Resident:**

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

**Application Requirements:**

- ✓ **Applicants must submit proof that their total household income does not exceed 65% of Area Median Income** (see chart below); Proof of income may include copies of Wage & Tax Statement (W-2's) from the year 2004, pension or other benefit checks, bank statements for direct deposits or agency statements for all household income.

**2005**

| 65% MEDIAN HOUSEHOLD INCOME CHART |              |
|-----------------------------------|--------------|
| FAMILY SIZE                       | INCOME LIMIT |
| 1                                 | \$28,275     |
| 2                                 | 32,285       |
| 3                                 | 36,295       |
| 4                                 | 40,410       |
| 5                                 | 43,530       |
| 6                                 | 46,800       |
| 7                                 | 50,050       |
| 8                                 | 53,300       |
| For each extra, add               | 3,250        |

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

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

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

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

*The City reserves the right to verify all application information. If current owner sells the home prior to the special assessment confirmation, the application is no longer valid. The City also reserves the right to reject any applications that contains falsified information or insufficient documentation. The City must complete the sidewalks. Costs incurred from repairs done by you or a private contractor will not be reimbursed.*

SPECIAL ASSESSMENT  
HEARING RESPONSE CARD

NO RESPONSE COUNTS AS "IN FAVOR" OF PROJECT-To have your vote count, please

Return This Card By: MARCH 14, 2006

Project Title: WESTERN AVE., 8TH ST. TO 3RD ST.

Project Description: MILLING & RESURFACING

INSTRUCTIONS

If you wish to have your written vote included as part of the tabulation of votes forwarded to the City Commission for the scheduled public hearing, please return this card by the date indicated above. To use this response card please indicate whether you Oppose or Favor this special assessment project, sign the form and return it to the City Clerk's Office. To return this card by mail, simply fold on the dotted lines so the address on the reverse side is showing. Be sure to seal the form with a small piece of tape or staple prior to mailing. IF YOU DO NOT SEND IN THIS FORM YOUR VOTE COUNTS AS "IN FAVOR" OF PROJECT.

Assessment Information

Property Address: PROPERTY ADDRESS & STREET

Parcel Number 24-XXX-XXX-XXXX-XX

Assessable Frontage: 90 Feet

Estimated Front Foot Cost: \$17.50 per Foot

**ESTIMATED TOTAL COST \$1,575.00**

Property Description

CITY OF MUSKEGON REVISED PLAT OF 1903 LOT 7 & 8 BLK 317 EXC A STRIP OF LAND 8 FT SIDE ACROSS THE SELY END OF LOT 8 FOR USE AS AN ALLEY SUBJ TO CROSS PARKING & REFUSE ESMT RECORD'D L/P 3642/568

Your vote COUNTS!

Please vote either in favor or opposed to the Special Assessment Street Paving Project.

I AM IN FAVOR

☐

I AM OPPOSED

☐

Owner \_\_\_\_\_

CoOwner/Spouse \_\_\_\_\_

Signature \_\_\_\_\_

Signature \_\_\_\_\_

Address \_\_\_\_\_

Address \_\_\_\_\_

Thank you for taking the time to vote on this important issue.

OWNERS NAME

# SPECIAL ASSESSMENT

H 1593

MILLING & RESURFACING

HEARING DATE

MARCH 14, 2006

## WESTERN AVE., 8TH ST. TO 3RD ST.

|                    |                        |                      |            |
|--------------------|------------------------|----------------------|------------|
| 1                  | YELLOW BUILDING LLC    | ASSESSABLE FEET:     | 90         |
| 24-205-317-0007-00 | 43155 MAIN ST STE 2202 | COST PER FOOT:       | \$17.50    |
| @ 1208 8TH ST      | NOVI MI 48375          | ESTIMATED P.O. COST: | \$1,575.00 |

|                              |                      |                      |            |
|------------------------------|----------------------|----------------------|------------|
| 2                            | MUSKEGON EAGLES #668 | ASSESSABLE FEET:     | 231        |
| 24-205-317-0001-00           | 621 W WESTERN AVE    | COST PER FOOT:       | \$17.50    |
| @ 637 W WESTERN AVE MUSKEGON | MI 49440             | ESTIMATED P.O. COST: | \$4,042.50 |

|                              |                      |                      |            |
|------------------------------|----------------------|----------------------|------------|
| 3                            | MUSKEGON EAGLES #668 | ASSESSABLE FEET:     | 75         |
| 24-205-316-0009-00           | 621 W WESTERN AVE    | COST PER FOOT:       | \$17.50    |
| @ 621 W WESTERN AVE MUSKEGON | MI 49440             | ESTIMATED P.O. COST: | \$1,312.50 |

|                              |                   |                      |          |
|------------------------------|-------------------|----------------------|----------|
| 4                            | WESTERN AVE LLC   | ASSESSABLE FEET:     | 32       |
| 24-205-316-0008-00           | 605 W WESTERN AVE | COST PER FOOT:       | \$17.50  |
| @ 607 W WESTERN AVE MUSKEGON | MI 49440          | ESTIMATED P.O. COST: | \$560.00 |

|                              |                   |                      |          |
|------------------------------|-------------------|----------------------|----------|
| 5                            | WESTERN AVE LLC   | ASSESSABLE FEET:     | 24       |
| 24-205-316-0007-00           | 605 W WESTERN AVE | COST PER FOOT:       | \$17.50  |
| @ 605 W WESTERN AVE MUSKEGON | MI 49440          | ESTIMATED P.O. COST: | \$420.00 |

|                              |                    |                      |            |
|------------------------------|--------------------|----------------------|------------|
| 6                            | MUSKEGON HOTEL LLC | ASSESSABLE FEET:     | 78         |
| 24-205-316-0005-00           | 900 3RD ST STE 204 | COST PER FOOT:       | \$17.50    |
| @ 593 W WESTERN AVE MUSKEGON | MI 49440           | ESTIMATED P.O. COST: | \$1,365.00 |

|                              |                |                      |          |
|------------------------------|----------------|----------------------|----------|
| 7                            | OLSON THOMAS W | ASSESSABLE FEET:     | 24       |
| 24-205-316-0004-00           | 1582 BEACH ST  | COST PER FOOT:       | \$17.50  |
| @ 591 W WESTERN AVE MUSKEGON | MI 49441       | ESTIMATED P.O. COST: | \$420.00 |



## WESTERN AVE., 8TH ST. TO 3RD ST.

|                              |                         |                      |            |
|------------------------------|-------------------------|----------------------|------------|
| 8                            | MUSKEGON SUMMER CELEBRA | ASSESSABLE FEET:     | 88         |
| 24-205-316-0001-00           | 587 W WESTERN           | COST PER FOOT:       | \$17.50    |
| @ 587 W WESTERN AVE MUSKEGON | MI 49440                | ESTIMATED P.O. COST: | \$1,540.00 |
| 9                            | DOUBLE L PROPERTIES LLC | ASSESSABLE FEET:     | 66         |
| 24-205-315-0006-00           | PO BOX 975              | COST PER FOOT:       | \$17.50    |
| @ 563 W WESTERN AVE MUSKEGON | MI 49443                | ESTIMATED P.O. COST: | \$1,155.00 |
| 10                           | MUSKEGON HERITAGE ASSOC | ASSESSABLE FEET:     | 34.06      |
| 24-205-315-0005-00           | 561 W WESTERN AVE       | COST PER FOOT:       | \$17.50    |
| @ 561 W WESTERN AVE MUSKEGON | MI 49440                | ESTIMATED P.O. COST: | \$596.05   |
| 11                           | BOSMA TIMOTHY A         | ASSESSABLE FEET:     | 13.49      |
| 24-205-315-0005-10           | 557 W WESTERN AVE       | COST PER FOOT:       | \$17.50    |
| @ 557 W WESTERN AVE MUSKEGON | MI 49440                | ESTIMATED P.O. COST: | \$236.08   |
| 12                           | DINGER JAMES            | ASSESSABLE FEET:     | 84.45      |
| 24-205-315-0004-00           | 1315 WAGNER RD          | COST PER FOOT:       | \$17.50    |
| @ 555 W WESTERN AVE MUSKEGON | MI 49445                | ESTIMATED P.O. COST: | \$1,477.88 |
| 13                           | BABBITT E C/P R TRUST   | ASSESSABLE FEET:     | 99         |
| 24-205-315-0003-00           | 4473 CHERRYWOOD COURT   | COST PER FOOT:       | \$17.50    |
| @ 545 W WESTERN AVE MUSKEGON | MI 49441                | ESTIMATED P.O. COST: | \$1,732.50 |
| 14                           | BABBITT E C/P R TRUST   | ASSESSABLE FEET:     | 99         |
| 24-205-315-0001-00           | 4473 CHERRYWOOD CT      | COST PER FOOT:       | \$17.50    |
| @ 521 W WESTERN AVE MUSKEGON | MI 49441                | ESTIMATED P.O. COST: | \$1,732.50 |

## WESTERN AVE., 8TH ST. TO 3RD ST.

|                                           |                         |                      |            |
|-------------------------------------------|-------------------------|----------------------|------------|
| 15                                        | CITY OF MUSKEGON        | ASSESSABLE FEET:     | 66         |
| 24-205-314-0006-00                        | 933 TERRACE ST          | COST PER FOOT:       | \$17.50    |
| @ 505 W WESTERN AVE MUSKEGON MI 49443     |                         | ESTIMATED P.O. COST: | \$1,155.00 |
| 16                                        | CITY OF MUSKEGON        | ASSESSABLE FEET:     | 66         |
| 24-205-314-0005-00                        | 933 TERRACE ST          | COST PER FOOT:       | \$17.50    |
| @ 495 W WESTERN AVE MUSKEGON MI 49443     |                         | ESTIMATED P.O. COST: | \$1,155.00 |
| 17                                        | CITY OF MUSKEGON        | ASSESSABLE FEET:     | 154        |
| 24-205-314-0003-00                        | 933 TERRACE ST          | COST PER FOOT:       | \$17.50    |
| @ 489 W WESTERN AVE MUSKEGON MI 49443     |                         | ESTIMATED P.O. COST: | \$2,695.00 |
| 18                                        | DOWNTOWN DEVELOPMENT AU | ASSESSABLE FEET:     | 62         |
| 24-205-314-0002-00                        |                         | COST PER FOOT:       | \$17.50    |
| @ 479 W WESTERN AVE MUSKEGON MI 49443     |                         | ESTIMATED P.O. COST: | \$1,085.00 |
| 19                                        | SEEBACK WILLIAM         | ASSESSABLE FEET:     | 22.99      |
| 24-205-314-0001-10                        | 475 W WESTERN AVE       | COST PER FOOT:       | \$17.50    |
| @ 477 W WESTERN AVE MUSKEGON MI 49440-000 |                         | ESTIMATED P.O. COST: | \$402.33   |
| 20                                        | COUNTY OF MUSKEGON      | ASSESSABLE FEET:     | 22.81      |
| 24-205-314-0001-00                        | 990 TERRACE ST          | COST PER FOOT:       | \$17.50    |
| @ 471 W WESTERN AVE MUSKEGON MI 49442     |                         | ESTIMATED P.O. COST: | \$399.18   |
| 21                                        | THE HERALD CO INC       | ASSESSABLE FEET:     | 66         |
| 24-205-313-0006-00                        | 981 THIRD               | COST PER FOOT:       | \$17.50    |
| @ 451 W WESTERN AVE MUSKEGON MI 49440     |                         | ESTIMATED P.O. COST: | \$1,155.00 |

## WESTERN AVE., 8TH ST. TO 3RD ST.

|                                       |                           |                      |            |
|---------------------------------------|---------------------------|----------------------|------------|
| <b>22</b>                             | PCJ ENTERPRISE LLC        | ASSESSABLE FEET:     | 46.08      |
| 24-205-313-0005-00                    | 1461 EVANSTON AVE         | COST PER FOOT:       | \$17.50    |
| @ 441 W WESTERN AVE MUSKEGON MI 49442 |                           | ESTIMATED P.O. COST: | \$806.40   |
| <b>23</b>                             | PCJ ENTERPRISE LLC        | ASSESSABLE FEET:     | 46.04      |
| 24-205-313-0005-10                    | 1461 EVANSTON AVE         | COST PER FOOT:       | \$17.50    |
| @ 435 W WESTERN AVE MUSKEGON MI 49442 |                           | ESTIMATED P.O. COST: | \$805.70   |
| <b>24</b>                             | COUNTY OF MUSKEGON        | ASSESSABLE FEET:     | 88         |
| 24-205-313-0003-00                    | 990 TERRACE STREET        | COST PER FOOT:       | \$17.50    |
| @ 425 W WESTERN AVE MUSKEGON MI 49442 |                           | ESTIMATED P.O. COST: | \$1,540.00 |
| <b>25</b>                             | COUNTY OF MUSKEGON        | ASSESSABLE FEET:     | 77         |
| 24-205-313-0001-00                    | 401 W WESTERN AVE         | COST PER FOOT:       | \$17.50    |
| @ 401 W WESTERN AVE MUSKEGON MI 49440 |                           | ESTIMATED P.O. COST: | \$1,347.50 |
| <b>26</b>                             | COUNTY OF MUSKEGON        | ASSESSABLE FEET:     | 424.15     |
| 24-205-571-0001-00                    | 990 TERRACE ST            | COST PER FOOT:       | \$17.50    |
| @ 1051 7TH ST MUSKEGON MI 49442       |                           | ESTIMATED P.O. COST: | \$7,422.63 |
| <b>27</b>                             | COUNTY OF MUSKEGON        | ASSESSABLE FEET:     | 389.06     |
| 24-205-570-0001-00                    | 990 TERRACE ST            | COST PER FOOT:       | \$17.50    |
| @ 586 W WESTERN AVE MUSKEGON MI 49442 |                           | ESTIMATED P.O. COST: | \$6,808.55 |
| <b>28</b>                             | MUSKEGON REDEV LTD DIVIDE | ASSESSABLE FEET:     | 403.75     |
| 24-205-568-0001-00                    | 550 W WESTERN AVE         | COST PER FOOT:       | \$17.50    |
| @ 550 W WESTERN AVE MUSKEGON MI 49440 |                           | ESTIMATED P.O. COST: | \$7,065.63 |

## WESTERN AVE., 8TH ST. TO 3RD ST.

|                     |                         |                      |            |
|---------------------|-------------------------|----------------------|------------|
| 29                  | FARHAT E DAVID          | ASSESSABLE FEET:     | 65.58      |
| 24-205-567-0001-40  | 233 WASHINGTON ST       | COST PER FOOT:       | \$17.50    |
| @ 500 W WESTERN AVE | GRAND HAVEN MI 49417    | ESTIMATED P.O. COST: | \$1,147.65 |
| 30                  | PORT CITY CIO BLDG      | ASSESSABLE FEET:     | 50.67      |
| 24-205-567-0001-20  | 490 W WESTERN AVE       | COST PER FOOT:       | \$17.50    |
| @ 490 W WESTERN AVE | MUSKEGON MI 49440       | ESTIMATED P.O. COST: | \$886.73   |
| 31                  | CITY OF MUSKEGON        | ASSESSABLE FEET:     | 223.25     |
| 24-205-567-0001-30  | 933 TERRACE ST          | COST PER FOOT:       | \$17.50    |
| @ 955 4TH ST        | MUSKEGON MI 49443       | ESTIMATED P.O. COST: | \$3,906.88 |
| 32                  | 450 W WESTERN LLC       | ASSESSABLE FEET:     | 68.25      |
| 24-205-567-0001-10  | 4880 RAMBLING CREEK DR  | COST PER FOOT:       | \$17.50    |
| @ 450 W WESTERN AVE | MUSKEGON MI 49441       | ESTIMATED P.O. COST: | \$1,194.38 |
| 33                  | GUNDERSON DAVID DO      | ASSESSABLE FEET:     | 71.35      |
| 24-205-566-0013-00  | 442 W WESTERN AVE       | COST PER FOOT:       | \$17.50    |
| @ 442 W WESTERN AVE | MUSKEGON MI 49440       | ESTIMATED P.O. COST: | \$1,248.63 |
| 34                  | DESIREE ENTERPRISES INC | ASSESSABLE FEET:     | 103.7      |
| 24-205-566-0009-00  | 939 3RD ST              | COST PER FOOT:       | \$17.50    |
| @ 428 W WESTERN AVE | MUSKEGON MI 49440       | ESTIMATED P.O. COST: | \$1,814.75 |
| 35                  | MUSKEGON NIGHTS INC     | ASSESSABLE FEET:     | 154        |
| 24-605-000-0001-00  | 939 3RD ST              | COST PER FOOT:       | \$17.50    |
| @ 939 3RD ST        | MUSKEGON MI 49440       | ESTIMATED P.O. COST: | \$2,695.00 |

MILLING & RESURFACING

HEARING DATE

MARCH 14, 2006

WESTERN AVE., 8TH ST. TO 3RD ST.

SUM OF ASSESSABLE FOOTAGE: 3708.68

SUM OF ESTIMATED P.O. COST:

\$64,901.90

TOTAL NUMBER OF ASSESSABLE PARCELS 35.00

SPECIAL ASSESSMENT  
HEARING RESPONSE CARD

NO RESPONSE COUNTS AS "IN FAVOR" OF PROJECT-To have your vote count, please

Return This Card By: MARCH 14, 2006

Project Title: WESTERN AVE., 8TH ST. TO 3RD ST.

Project Description: MILLING & RESURFACING

INSTRUCTIONS

If you wish to have your written vote included as part of the tabulation of votes forwarded to the City Commission for the scheduled public hearing, please return this card by the date indicated above. To use this response card please indicate whether you Oppose or Favor this special assessment project, sign the form and return it to the City Clerk's Office. To return this card by mail, simply fold on the dotted lines so the address on the reverse side is showing. Be sure to seal the form with a small piece of tape or staple prior to mailing. IF YOU DO NOT SEND IN THIS FORM YOUR VOTE COUNTS AS "IN FAVOR" OF PROJECT.

Assessment Information

Property Address: 557 W WESTERN AVE

Parcel Number 24-205-315-0005-10

Assessable Frontage: 13.49 Feet

Estimated Front Foot Cost: \$17.50 per Foot

**ESTIMATED TOTAL COST \$236.08**

Property Description

CITY OF MUSKEGON REVISED PLAT OF 1903 PART OF W 47.55 FT LOT 5 BLK 315 COM AT NW COR SD BLK TH N 51 DEG 07 MIN 35 SEC E 100.06 FT FOR POB TH S 38 DEG 49 MIN 15 SEC E 87.14 FT TH N 51 DEG 22 MIN 25 SEC E 13.71 FT TH N 38 DEG 57 MIN 46 SEC W 87.13 FT TH S 5

Your vote COUNTS!

Please vote either in favor or opposed to the Special Assessment Street Paving Project.

I AM IN FAVOR



I AM OPPOSED



Owner

Jim Bosma

CoOwner/Spouse

Signature

Jim Bosma

Signature

Address

557 W. WESTERN

Address

Thank you for taking the time to vote on this important issue.

RECEIVED

MAR 07 2006

City Clerks Office

SPECIAL ASSESSMENT  
HEARING RESPONSE CARD

NO RESPONSE COUNTS AS "IN FAVOR" OF PROJECT-To have your vote count, please

Return This Card By: MARCH 14, 2006

Project Title: WESTERN AVE., 8TH ST. TO 3RD ST.

Project Description: MILLING & RESURFACING

INSTRUCTIONS

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Assessment Information

Property Address: 563 W WESTERN AVE

Parcel Number 24-205-315-0006-00

Assessable Frontage: 66 Feet

Estimated Front Foot Cost: \$17.50 per Foot

**ESTIMATED TOTAL COST \$1,155.00**

Property Description

CITY OF MUSKEGON REVISED PLAT OF 1903 LOT 6 BLK 315

Your vote COUNTS!

Please vote either in favor or opposed to the Special Assessment Street Paving Project.

I AM IN FAVOR



I AM OPPOSED



Owner

Michael A. Johnson

CoOwner/Spouse

Signature

[Signature]

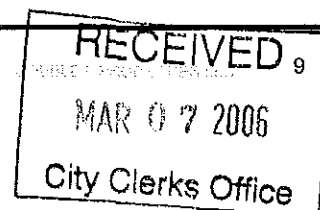
Signature

Address

563-565 W. WESTERN AVE.

Address

Thank you for taking the time to vote on this important issue.



SPECIAL ASSESSMENT  
HEARING RESPONSE CARD

NO RESPONSE COUNTS AS "IN FAVOR" OF PROJECT-To have your vote count, please

Return This Card By: MARCH 14, 2006

Project Title: WESTERN AVE., 8TH ST. TO 3RD ST.

Project Description: MILLING & RESURFACING

INSTRUCTIONS

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Assessment Information

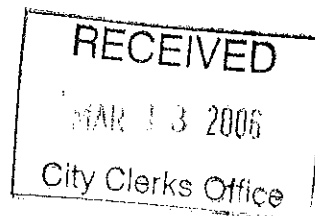
Property Address: 450 W WESTERN AVE

Parcel Number 24-205-567-0001-10

Assessable Frontage: 68.25 Feet

Estimated Front Foot Cost: \$17.50 per Foot

**ESTIMATED TOTAL COST \$1,194.38**



Property Description

CITY OF MUSKEGON PART OF LOT 1 BLK 567 DESC AS: COM AT NWLY COR LOT 14 BLK 566 TH S 48D 29M 00S W ON PRODUCTION OF SLY LN OF ALLEY IN BLK 566 A DISTANCE OF 31.75 FT FOR POB TH S 41D 36M 00S E 113 FT TO A PT ON NLY LN WESTERN AVE SD PT BEING 31.75 FT WLY O

Your vote COUNTS!

Please vote either in favor or opposed to the Special Assessment Street Paving Project.

I AM IN FAVOR

☐

I AM OPPOSED

☒

Owner

Ken Harris

CoOwner/Spouse

Tom Harris

Signature

[Signature]

Signature

[Signature]

Address

450 W. Western

Address

450 W. Western

Thank you for taking the time to vote on this important issue.



SPECIAL ASSESSMENT  
HEARING RESPONSE CARD

NO RESPONSE COUNTS AS "IN FAVOR" OF PROJECT-To have your vote count, please

Return This Card By: MARCH 14, 2006

Project Title: WESTERN AVE., 8TH ST. TO 3RD ST.

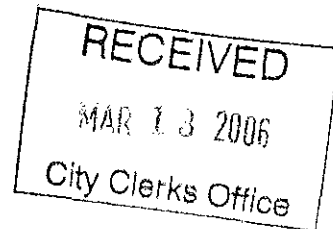
Project Description: MILLING & RESURFACING

INSTRUCTIONS

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Assessment Information

|                             |                    |
|-----------------------------|--------------------|
| Property Address:           | 939 3RD ST         |
| Parcel Number               | 24-605-000-0001-00 |
| Assessable Frontage:        | 154 Feet           |
| Estimated Front Foot Cost:  | \$17.50 per Foot   |
| <b>ESTIMATED TOTAL COST</b> | <b>\$2,695.00</b>  |



Property Description

CITY OF MUSKEGON MUSKEGON COUNTY CONVENTION CENTER CONDOMINIUMS UNIT #1 & #2 MORE FULLY DESC AS: THAT PART OF BLOCK 566 AND BLOCK 567 REVISED PLAT OF 1903, DESCRIBED AS FOLLOWS: COM AT SE COR OF SAID BLK 566 BEING THE NW COR OF THIRD ST AND WESTERN AVE FO

Your vote COUNTS!

Please vote either in favor or opposed to the Special Assessment Street Paving Project.

I AM IN FAVOR

☐

I AM OPPOSED

☒

Owner

GAMAL ELKhouly

CoOwner/Spouse

Signature

[Signature]

Signature

\_\_\_\_\_

Address

939 3RD ST  
MUSKEGON, MI 49844

Address

\_\_\_\_\_

Thank you for taking the time to vote on this important issue.

SPECIAL ASSESSMENT  
HEARING RESPONSE CARD

NO RESPONSE COUNTS AS "IN FAVOR" OF PROJECT-To have your vote count, please

Return This Card By: MARCH 14, 2006

Project Title: WESTERN AVE., 8TH ST. TO 3RD ST.

Project Description: MILLING & RESURFACING

INSTRUCTIONS

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Assessment Information

Property Address: 561 W WESTERN AVE

Parcel Number 24-205-315-0005-00

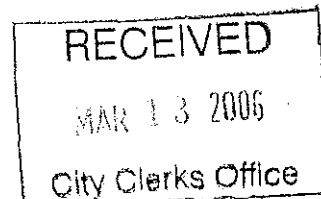
Assessable Frontage: 34.06 Feet

Estimated Front Foot Cost: \$17.50 per Foot

**ESTIMATED TOTAL COST \$596.05**

Property Description

CITY OF MUSKEGON REVISED PLAT OF 1903 W 47.55 FT LOT 5 BLK 315 EX COMM AT NW COR SD BLK TH N 51 DEG 7 MIN 35 SEC E 34.06 FT FOR POB TH S 38 DEG 49 MIN 15 SEC E 87.14 FT TH N 51 DEG 22 MIN 25 SEC E 13.71 FT TH N 38 DEG 57 MIN 46 SEC W 87.13 FT TH S 51 DEG



Your vote COUNTS!

Please vote either in favor or opposed to the Special Assessment Street Paving Project.

I AM IN FAVOR



I AM OPPOSED



Owner MUSKEGON HERITAGE ASSN

CoOwner/Spouse \_\_\_\_\_

Signature [Signature]

Signature \_\_\_\_\_

Address 561 W. WESTERN AVE

Address \_\_\_\_\_

Thank you for taking the time to vote on this important issue.

SPECIAL ASSESSMENT  
HEARING RESPONSE CARD

NO RESPONSE COUNTS AS "IN FAVOR" OF PROJECT-To have your vote count, please

Return This Card By: MARCH 14, 2006

Project Title: WESTERN AVE., 8TH ST. TO 3RD ST.

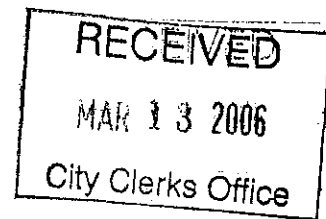
Project Description: MILLING & RESURFACING

INSTRUCTIONS

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Assessment Information

Property Address: 1208 8TH ST  
Parcel Number 24-205-317-0007-00  
Assessable Frontage: 90 Feet  
Estimated Front Foot Cost: \$17.50 per Foot



**ESTIMATED TOTAL COST \$1,575.00**

Property Description

CITY OF MUSKEGON REVISED PLAT OF 1903 LOT 7 & 8 BLK 317 EXC A STRIP OF LAND 8 FT SIDE ACROSS THE SELY END OF LOT 8 FOR USE AS AN ALLEY SUBJ TO CROSS PARKING & REFUSE ESMT RECORD'D L/P 3642/568

Your vote COUNTS!

Please vote either in favor or opposed to the Special Assessment Street Paving Project.

I AM IN FAVOR



I AM OPPOSED



Owner

Yellow Building LLC

CoOwner/Spouse

Signature

[Signature]

Signature

Address

43155 MAIN ST #2202  
NOVI, MI 48375

Address

Thank you for taking the time to vote on this important issue.

H-1593 WESTERN AVE., THIRD ST. TO EIGHTH ST.

PROPERTY OWNER SPECIAL ASSESSMENT RESPONSE TABULATION

|                                      | <u>FEET</u> | <u>PERCENTAGE</u> | <u>TOTAL NUMBER OF PARCELS - 35</u> |      |         |                    |       |         |     |         |                    |        |  |
|--------------------------------------|-------------|-------------------|-------------------------------------|------|---------|--------------------|-------|---------|-----|---------|--------------------|--------|--|
|                                      |             |                   | FOR                                 |      |         |                    |       |         |     | OPPOSE  |                    |        |  |
|                                      |             |                   | LETTER#                             | ST#  | ST NAME | PARCEL#            | FEET  | LETTER# | ST# | ST NAME | PARCEL#            | FEET   |  |
| TOTAL ASSESSABLE FRONT FOOTAGE       | 3708.68 *** |                   | 1                                   | 1208 | EIGHTH  | 24-205-317-0007-00 | 90.00 | 35      | 939 | THIRD   | 24-605-000-0001-00 | 154.00 |  |
| FRONT FEET OPPOSED                   | 222.25      | 5.99%             | 11                                  | 557  | WESTERN | 24-205-315-0005-10 | 13.49 | 32      | 450 | WESTERN | 24-205-567-0001-10 | 68.25  |  |
| RESPONDING FRONT FEET IN FAVOR       | 203.55      | 5.49%             | 9                                   | 563  | WESTERN | 24-205-315-0006-00 | 66.00 |         |     |         |                    |        |  |
| NOT RESPONDING - FRONT FEET IN FAVOR | 3282.88     | 88.52%            |                                     |      |         |                    |       |         |     |         |                    |        |  |
| TOTAL FRONT FEET IN FAVOR            | 3486.43     | 94.01%            |                                     |      |         |                    |       |         |     |         |                    |        |  |

TOTALS

203.55

222.25

**Date:** March 14, 2006

**To:** Honorable Mayor and City Commissioners

**From:** Finance Director

**RE:** LC Walker Arena Management Agreement

---

**SUMMARY OF REQUEST:** As described in the attached memo, staff has negotiated a new management agreement for the LC Walker Arena. The new agreement greatly simplifies the relationship between the city and the arena manager, limits the city's financial exposure and provides private-sector incentives to utilize the facility to its fullest.

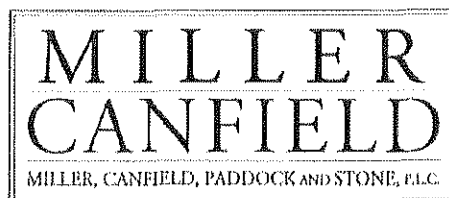
**FINANCIAL IMPACT:** The proposed contract will reduce and limit the City's financial obligation for the arena. Additionally, a mechanism is established to fund future repairs.

**BUDGET ACTION REQUIRED:** None at this time. If contract is approved, budget amendments will be made during the second quarter reforecast and will include creation of the repair and maintenance fund, adjustments to the budgeted revenues and expenses of the Arena fund reflecting partial year operations under the old contract, and adjustments to the General fund reflecting the new management fee arrangement.

**STAFF RECOMMENDATION:** Staff recommends approval of the proposed LC Walker Management agreement.

**COMMITTEE RECOMMENDATION:** None.

Founded in 1852  
by Sidney Davy Miller



MICHIGAN: Ann Arbor  
Detroit • Grand Rapids  
Howell • Kalamazoo  
Lansing • Monroe  
Saginaw • Troy

New York, NY

FLORIDA: Naples  
Pensacola

CANADA: Windsor, ON

POLAND: Gdynia  
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JEFFREY M. MCHUGH  
TEL: (313) 496-7592  
FAX: (313) 496-8452  
E-MAIL: [mchughj@millercanfield.com](mailto:mchughj@millercanfield.com)

150 West Jefferson, Suite 2500  
Detroit, Michigan 48226  
TEL: (313) 963-6420  
FAX: (313) 496-7500  
[www.millercanfield.com](http://www.millercanfield.com)

March 10, 2006

✓ The City of Muskegon  
933 Terrace Street  
Muskegon, Michigan 49440  
Attention: Mr. Tim Paul, Finance Director

The County of Muskegon  
990 Terrace Street  
Muskegon, Michigan 49442  
Attention: Mr. James Borushko, County Administrator

County of Muskegon Building Authority  
990 Terrace Street  
Muskegon, Michigan 49442  
Attention: Mr. Robert Patterson, Chairman

Re: Opinion Regarding Entry Into Operations Management Contract With  
Respect to L.C. Walker Arena and Conference Center

We have been requested to render our opinion to the City of Muskegon, Michigan (the "City"), the County of Muskegon, Michigan (the "County"), and the County of Muskegon Building Authority (the "Authority"), respectively, regarding the adverse impact, if any, caused solely by the entry into an Operations Management Contract (the "Contract") proposed to be effective on or about June 11, 2006 for the management of the entire operations, management and promotion of the L.C. Walker Arena (the "Arena") by and between the City and Arena Management Group, L.L.C., (the "Manager") on the exclusion from federal gross income of the interest under Section 103 of the Internal Revenue Code of 1986, as amended with respect to the \$16,000,000 County of Muskegon Building Authority 1996 Building Authority Bonds (General Obligation Unlimited Tax) issued June 19, 1996 (the "Bonds"). The proceeds of the Bonds financed certain improvements and additions to the Arena, and all or a portion of such Bonds remain outstanding as of the date hereof.

MILLER, CANFIELD, PADDOCK AND STONE, P.L.C.

The City of Muskegon, Michigan  
The County of Muskegon, Michigan  
The County of Muskegon Building  
Authority

-2-

March 10, 2006

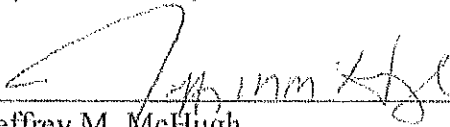
We have reviewed certain documents, including a draft of the Contract (including certain provisions included as Section 13.2 thereof), a certain Sublease dated April 23, 1996 by and between the County and the City (the "Sublease") and various other documents relating to the issuance of the Bonds, and have had various discussions and other communications with personnel of the City, and base our opinion on the foregoing. We have not performed any independent investigation or other due diligence with respect to the matters described herein. Our opinion also assumes that no arrangements have existed, currently exist, or will exist at any time prior to the date when all the Bonds are completely retired which provide for any value or consideration to be rendered from the City to the County or the Authority in connection with the Arena or the repayment of the Bonds, except as otherwise described in the documents executed in connection with the issuance of the Bonds or in the Sublease.

In our opinion, entry into the Contract in the form supplied to us, in and of itself, under current law as presently interpreted, will not adversely impact the exclusion from federal gross income of the interest on the Bonds. Our opinion is not a restatement of or substitution for any other opinions rendered by us or anyone else with respect to the Bonds, and we undertake no obligation to update or revise our opinion to take into account subsequent events or other matters undisclosed to us, except as expressly agreed by us.

Very truly yours,

MILLER, CANFIELD, PADDOCK AND STONE, P.L.C.

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

  
Jeffrey M. McHugh

Mr. Joel L. Piell, Esq., Miller, Canfield, Paddock and Stone, P.L.C.

# Memo

**To:** City Commission

**From:** Finance Director

**Date:** March 12, 2006

**Re:** Proposed Management Agreement for LC Walker Arena

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Overall management of the LC Walker Arena is currently performed under three separate contracts:

1. Arena Management Contract
2. Arena Concessions Contract
3. Muskegon Fury Hockey Contract

All three contracts will expire in June 2006 and staff has been negotiating with the current manager to continue our successful partnership.

The primary goals set for a new arena agreement were as follows: 1) reduce and limit the City's financial obligations for arena operations, 2) fashion a contract that provides as much incentive as possible for the manager to utilize the arena to its fullest and, 3) streamline and simplify the arrangement to the extent possible.

We believe the proposed agreement that is attached achieves these goals. The table on the next page summarizes the main contract provisions and provides a side-by-side comparison with the current contract. In addition, the following are important points to be aware of:

- The initial term of the contract is 5 years with an automatic 5 year renewal. The contract can be terminated by either party after the first two years;
- The city has the right to review financial records and negotiate a reduced management fee if it is felt during the term of the contract that the arena is sufficiently profitable to justify a fee reduction;



- A funding mechanism is created for major repairs and replacements. The Walker Arena is nearly fifty years old now and it is important to have this mechanism in place;
- All naming rights revenue generated will go to the city. This is significant, since the Muskegon Fury adds much of the value to the naming rights;
- An agreement regarding naming rights for the arena has not been reached but is expected within six months. If a Naming Rights deal is not approved by the city on or before September 1, 2006, the city may choose to reopen the contract with regards to the amount of the management fee;
- In addition to local counsel review, the agreement has been reviewed by bond counsel (Miller, Canfield) for the city and county. Their opinion letter is attached;
- The contract anticipates, but does not require, that the city fund construction of a \$300,000 club room addition. Staff believes construction of this addition will significantly enhance the appeal of the arena. The city will not profit directly from clubroom operations, but the management fee paid by the city is reduced by \$25,000 if the clubroom is constructed. This reduction will offset the cost of debt service on the clubroom.
- If the city decides to construct the club room facility, it will be funded through an internal borrowing retired in fifteen years. The monthly debt service will be \$2,145 or about \$25,000 per year. If the manager does not keep a professional hockey franchise at the arena during the contract term, he agrees to pay the city four years debt service payments.
- The city retains rights to sell, demolish or otherwise separate the Annex building from this contract.

Please let me know if you have any questions regarding this matter.

Thank you.

**City of Muskegon**  
**L.C. Walker Arena - Current and Proposed Contracts**

|                                                                                                                                                                                                                                        | <b>Current Contracts</b>           | <b>Proposed Contract</b>                                                                             |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------|------------------------------------------------------------------------------------------------------|
| <b>I. Goal: Reduce and limit the City's financial obligation</b>                                                                                                                                                                       |                                    |                                                                                                      |
| a. Management Fee Commitment                                                                                                                                                                                                           | \$740,000 for 2005-06              | \$210,000 if "Clubroom" facility built; Otherwise \$235,000                                          |
| b. Automatic Management Fee Increase                                                                                                                                                                                                   | Annual - Based on CPI              | None                                                                                                 |
| c. Repair & Replacement Fund for Major Items (Over \$5,000)                                                                                                                                                                            | None                               | City contributes \$60,000 first year; thereafter funded by \$0.25 per ticket charge                  |
| d. Responsibility for Utilities                                                                                                                                                                                                        | City's financial responsibility    | Manager's financial responsibility                                                                   |
| e. Naming Rights Revenue                                                                                                                                                                                                               | Not Applicable                     | City Retains all Naming Rights Revenue                                                               |
| e. Club Room                                                                                                                                                                                                                           | Not Applicable                     | City can reduce management fee (but will incur debt service cost) by constructing club Room facility |
| f. Projected impact                                                                                                                                                                                                                    |                                    |                                                                                                      |
|                                                                                                                                                                                                                                        | <b>Actual 2005 (Calendar Year)</b> | <b>Estimated Year 1</b>                                                                              |
| <i>Arena Operating Revenues to City</i>                                                                                                                                                                                                | \$ 722,942                         | \$ -                                                                                                 |
| <i>Management fee</i>                                                                                                                                                                                                                  | (715,109)                          | (210,000)                                                                                            |
| <i>Add'l costs</i>                                                                                                                                                                                                                     | (102,750)                          | -                                                                                                    |
| <i>Utility costs</i>                                                                                                                                                                                                                   | (249,151)                          | -                                                                                                    |
| <i>Insurance</i>                                                                                                                                                                                                                       | (18,000)                           | (18,000)                                                                                             |
| <i>Debt service (energy/clubroom)</i>                                                                                                                                                                                                  | (28,046)                           | (60,000)                                                                                             |
| <i>Contribution to Repair Fund (req'd payment first year only - thereafter only amount received from ticket fee)</i>                                                                                                                   | -                                  | (60,000)                                                                                             |
| <i>Impact on City</i>                                                                                                                                                                                                                  | \$ (390,114)                       | \$ (348,000)                                                                                         |
| <i>TIFA Fund</i>                                                                                                                                                                                                                       | 60,000                             | 60,000                                                                                               |
| <i>General Fund*</i>                                                                                                                                                                                                                   | \$ (330,114)                       | \$ (288,000)                                                                                         |
| <b><i>General Fund – Adjusted for Basketball and other issues for comparison purposes*</i></b>                                                                                                                                         | <b>\$ (230,114)</b>                | <b>\$ (288,000)</b>                                                                                  |
|                                                                                                                                                                                                                                        | <b>Year Two* =&gt;</b>             | <b>(228,000)</b>                                                                                     |
| <i>*In addition, under the proposed contact, the city's obligation will be reduced further revenues generated from a naming rights agreement. The amount generated is unknown at this time, but we believe it will be substantial.</i> |                                    |                                                                                                      |
|                                                                                                                                                                                                                                        |                                    |                                                                                                      |
|                                                                                                                                                                                                                                        |                                    |                                                                                                      |

**City of Muskegon**  
**L.C. Walker Arena - Current and Proposed Contracts**

|                                           | <b>Current Contracts</b>                                                                                                                                                             | <b>Proposed Contract</b>                                                                           |
|-------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------|
| <b>II. Goal: Increase incentives</b>      |                                                                                                                                                                                      |                                                                                                    |
| a. Fee incentive                          | Manager guaranteed fee (\$740,000) regardless of number of events, attendance, etc.                                                                                                  | Manager guaranteed only \$210,000; all other income to manager generated by events and attendance. |
| a. Energy conservation                    | City pays utilities but doesn't have day-to-day building control                                                                                                                     | Manager pays utilities and can impact costs with day-to-day operating decisions                    |
| a. Manager's profit potential             | All income goes to city; no realistic opportunity for manager to profit from additional events.                                                                                      | All income goes to manager adding significant incentive and potential                              |
| <b>III. Goal: Streamline and simplify</b> |                                                                                                                                                                                      |                                                                                                    |
| a. Number of separate contracts           | 3                                                                                                                                                                                    | 1                                                                                                  |
| b. City's fiduciary responsibility        | City responsible for financial oversight and accounting for all arena revenues from ticket sales, concessions, parking, etc. Involves numerous complicated allocation formulas, etc. | City has financial responsibility only for repair and maintenance fund.                            |

**CITY OF MUSKEGON  
OPERATIONS MANAGEMENT CONTRACT  
L.C. WALKER ARENA AND CONFERENCE CENTER**

This is a Contract, effective June 12, 2006, for the management of the entire operations, management and promotion of the L.C. Walker Arena and Conference Center ("Arena"), made between the **City of Muskegon**, 933 Terrace Street, Muskegon, Michigan 49440 ("City") and **Arena Management Group, L.L.C.**, 955 Fourth Street, Muskegon, Michigan 49440 ("Manager").

**PURPOSE**

This Contract is drawn to afford the complete management, promotion and maintenance of the Arena by Manager, in accordance and compliance with the requirements of the City, as well as the Muskegon County Building Authority and the County of Muskegon, who are the owner and primary lessee, respectively, of the Arena.

**BACKGROUND**

The Muskegon County Building Authority ("CBA") is the owner of the Arena, and leases the premises to the County of Muskegon ("County"). The County subleases the Arena to the City, by which the City is responsible for the operation, maintenance, and improvements for the Arena.

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

**1. Facilities Covered.** City and Manager agree that the "Facilities" covered by this Contract are as follows:

1.1. The L.C. Walker Arena and Conference Center;

1.2. The Annex Conference Center;

1.3. The "Club Room", which is a restaurant/bar overlooking the ice on the Western Avenue end of the Arena, if it is constructed. City reserves the sole right to decide whether a "Club Room" is to be constructed;

1.4. Manager agrees that City has no obligations to provide additional parking facilities for the Arena. Manager is solely responsible for leasing, if Manager desires to use, parking facilities owned by Mart Dock, or any related entity. City agrees to allow Manager to an exclusive use of the City owned parking facilities adjacent to Shoreline Drive. City agrees to allow Manager to use the City owned parking facility adjacent to Western Avenue for arena events, subject to the rights of any other parties to use the same parking area. The City reserves, at its sole discretion, the right to trade parking spaces for another location. In addition, if the City is going to use either the existing parking facilities adjacent to Shoreline Drive or adjacent to Western Avenue for a purpose other than parking, the City shall give 30 days' notice and Manager's rights to use that parking lot shall terminate. In the event existing parking facilities are to be used for a purpose other than parking, the City agrees to use its best efforts provide replacement parking for arena events.

**2. Management; Operation; Maintenance; Improvements.** The Manager agrees to perform all acts and assume all responsibilities for the management, operation, maintenance and improvements of the Arena. The Manager's responsibilities include but are not limited to all operation of the building and its systems, complete maintenance thereof, repairs, cleaning and improvements to the building and the premises necessary for the efficient, timely and full operation thereof (notwithstanding the existence of the L.C. Walker Arena Repair and Replacement Fund, which shall only be used in the City's sole discretion and not as a substitute for Manager's responsibilities); further, all provisions for the use of the facilities for all events and functions, including but not limited to, professional hockey, amateur hockey, public skating, professional basketball, amateur basketball, shows, trade shows, exhibitions, conventions, athletic events, public performances for which the Arena is reasonably suited, banquets, food service, meetings and public gatherings. The Manager's responsibility shall further include the retaining and hiring of all personnel and independent contractors for the purpose of carrying out all the responsibilities and functions of the Manager.

**3. Annex Conference Center.** The Annex Conference Center, which is part of the Arena, shall be included in the above management, operation, maintenance, and improvement responsibilities of the Manager. However, at any time and in the City's sole discretion, the Annex may be separated from this Contract and its management, operation, maintenance and improvements contracted to another company or individual. During the term of contract, city shall retain the right to sell or demolish the Annex. Such separation of the Annex from the Manager's responsibilities shall not affect the Manager's responsibilities for the rest of the property and facilities.

**4. Expenses.** The Manager shall pay on a timely basis, without incurring any cost of default or penalties all expenses, payroll, payroll taxes, benefits, taxes, if any, and costs of any kind necessary or related to the complete performance of its responsibilities as Manager.

**5. Manager's Level of Performance.**

5.1 The Manager's performance and assumption of the responsibilities undertaken by this Contract shall be carried out and performed to the satisfaction of the City, in the City's sole judgment and discretion. The Manager shall charge reasonable prices and fees for all paid events and from all paid users, concessionaries and others, which shall be reviewed and adjusted by the City at its option. In addition, Manager shall include a surcharge per ticket to all ticketed events in amounts to be determined from time to time by the City and communicated in writing. The Manager shall not perform or omit any act so as to jeopardize the Federal or State tax-exempt status of the County Building Authority Bonds.

5.2 Manager acknowledges that Muskegon Hockey Club, Inc. d/b/a Muskegon Fury is a related entity. Manager commits to maintain a UHL franchise, or equivalent or better professional hockey team at the Arena. If Manager fails to maintain such, for whatever reason, Manager agrees to pay the City the equivalent of four (4) years of debt service related to the Club Room.

**6. Management Fee.**

6.1 For its services, the Manager shall be paid a management fee by the City. The said management fee shall be the sole compensation to the Manager by the City. Manager shall pay all the expenses contemplated by this Contract without further payments from the City. The Manager shall be paid an annual fixed fee of Two Hundred Ten Thousand (\$210,000) dollars for the term of this contract. If the "club room", which is anticipated to be constructed during 2006, is not constructed, the annual fixed fee shall be \$235,000. The annual fee shall be paid by the City in twelve (12) equal installments on the first of each month or a mutually agreeable schedule. As described in section 8 and section 10.2, it is anticipated that Naming Rights to the Arena will be marketed and sold on or before September 1, 2006 and that city will annually receive funds from this sale to help offset the cost

of the management fee. If a Naming Rights deal is not approved by the city on or before September 1, 2006, the city, in its sole discretion, may choose to reopen this contract with regards to the amount of the management fee.

6.2 . If at any time Arena Management Group, Arena Concessions Group, Muskegon Hockey Club, Inc., or any other entity owned in part or whole by Tony Lisman owes the City of Muskegon funds which are deemed by the City to be thirty (30) days or more in arrears, City shall have the right to offset the monthly Management Fee owed by the City until such time as the amount owed to the City is eliminated.

6.3 Manager shall prepare and keep full, complete and proper books, records and accounts of all revenues and expenses by Arena Management Group, Arena Concessions Group, Muskegon Hockey Club, Inc., or any other entity owned in part or whole by Tony Lisman operated in the Arena, Annex or Club Room. Manager shall provide to the city (at least annually) access to the complete financial reports and income tax returns of these entities. If, in the City's sole judgment, the fixed fee is excessive when reviewing Manager's financial performance, the City may determine to change the fixed fee for the remaining contract years. If the Manager does not agree in writing with the City's determination, the Contract may be terminated after six (6) months notice or continued at the fixed fees above stated, at the City's sole option.

7. **Sources of Funds; Gross Revenues.** All funds collected by the Manager from every source, including but not limited to, ticket sales (after box office account settlement with unrelated third parties), concession or event rentals or fees, parking fees, refunds, the current ticket surcharge, and any other kind of receipt or revenue of any type, but excluding any fee for naming rights, user fees assessed by the City or other governmental entity or the maintenance fee surcharge, shall be retained by Manager.

8. **Naming Rights.** The City reserves the right to sell the naming rights to the Arena, including the Annex and the Club Room, if constructed. Any revenues generated by a contract to name the Arena, including the Annex and Club Room, shall be solely the revenues of the City. City agrees to pay Manager a one time fee of ten percent (10%) of the average annual amount paid for the naming rights to the Arena if Manager brings the Buyer to the City and a deal is consummated. The fee shall be paid by City to Manager contemporaneous with the first payment from the Buyer to the City, but such obligation shall expire upon the termination of this Contract.

**9. Repair, Maintenance and Improvement Fund and User's Fee.**

- 9.1. The City and Manager hereby establish the L.C. Walker Arena Repair, Maintenance and Improvement Fund (hereafter, the "Fund") which shall be financed by a user's fee as hereafter set forth and a one-time payment into said Fund by the City in the sum of Sixty Thousand Dollars (\$60,000) which payment shall be made upon demand of Manager after July 1, 2006 to be used solely and exclusively for the repairs and/or improvements (as hereafter defined) to the L.C. Walker Arena. Withdrawals from said Fund for the aforesaid purposes may be made by Manager only after first having obtained the prior written consent of the City Manager of the City of Muskegon, which consent shall not be unreasonably withheld. Any single repair costing Five Thousand (\$5,000) or less, shall, at all times, and in all events, be performed, assumed and paid for by Manager. Manager, not less often than annually, shall furnish the City with an accounting of all repairs and improvements to the L.C. Walker Arena within thirty (30) days following the completion of each contract year during the term of this Contract or any extension thereof.

Earnings on said Fund shall be retained in the Fund and used solely for the Fund purposes.

In addition to the one-time initial funding by the City, Manager agrees to assess a Twenty-Five Cent (\$0.25) user's fee on all admissions (by ticket) to the Arena and/or Annex where such tickets are sold through the box office and/or its outlets, and including all "complimentary ticket" issued by the Arena Manager or event promoter. The user's fee may be adjusted from time to time by mutual consent of the City and Manager. All user fees collected shall, within seventy-two (72) hours, be deposited by Manager in the Fund.

It is agreed by both Manager and City that the following events shall be exempt from the user's fee:

- (a) Public Skating Tickets; and
- (b) Graduations, weddings, and other events where a fixed rental rate is charged with no arena box office ticket sales.

Within five (5) business days of the first of each month following the completion of each event requiring the assessment of a user's fee, Manager shall provide City with a written tabulation of the number of tickets sold at such event and shall furnish the City evidence of the deposit in the Fund of the user's fee collected. City may, during normal business hours, audit Manager's record of any such event to verify the number of tickets sold and the correctness of the deposit in the Fund.

9.2. "Repair" implies an existing structure or thing which has become imperfect and means to supply in the original existing structure or thing that which is lost or destroyed, and thereby restore it to the condition in which it originally existed as near as may be. Manager shall be liable to assume and pay for all needed repairs to the premises and all City-owned equipment therein. The Fund may be used by Manager to make such repairs in the manner set forth in this Contract and the City Manager shall not withhold his consent to any such repair; provided, however, that at all times and in all events any single repair costing Five Thousand Dollars (\$5,000), or less, shall be performed, assumed and paid for by Manager; and, provided further, the following itemized items of work are not deemed "repairs" but are rather deemed ordinary maintenance, materials and labor for which shall be provided by Manager at its sole cost and expense:

- (a) Incidental repainting of surfaces;
- (b) Washing and waxing of floors;
- (c) Resealing of floors when and where needed;
- (d) Bathroom supplies and plumbing repairs caused by plugging of lines, leaking faucets and toilets;
- (e) All cleaning supplies and equipment;

- (f) Lime/Paint for ice;
- (g) Painting ice surfaces when and where needed;
- (h) Light bulbs for all lighting fixtures;
- (i) Cleaning of walls within the Arena and cleaning and ordinary maintenance of sidewalks and other cement surfaces surrounding the Arena and surface of the parking lots;
- (j) Snowplowing and snow removal of walks and entrances as needed and the Shoreline Drive and Western Avenue lots for arena events;
- (k) Cleaning of curtains, drapes and other cloth items on the premises;
- (l) Grass cutting and lawn maintenance;
- (m) Emptying of trash containers and supply of trash containers;
- (n) Such other and similar items of work ordinarily related to the day-to-day operation of the Arena.

9.3. Improvements are defined as a valuable addition to the Arena or amelioration in its condition, amounting to more than repairs, costing labor and capital, and intending to enhance its value, beauty or utility, or to adapt it for new or further purposes, of the kind that are normally in good business practice capitalized rather than expensed. Manager shall first obtain the prior written consent of the City before any improvement is made to the Arena. The City may, at its sole and exclusive option, agree to pay for all or any part of the cost of an improvement. If, at the time the City consents to make any requested improvement, there exists a balance in the Fund, such Fund balance may be applied to defray the cost of making such improvement.

**10. Uses of Funds.** The gross revenues shall be used for the following purposes:

- 10.1. Monies deposited into the Maintenance Fund shall be used only for the repair, maintenance, and improvement of the Arena. Any funds existing at the termination of this Contract shall revert to the City and become the unrestricted property of the City, with no claim to such by Manager.
- 10.2. All monies earned by the sale of the naming rights to the Arena, Annex or Club Room shall be the sole property of the City, subject to a possible obligation to pay a fee to Manager. The monies from such, however, shall be used by the City, in the following order, to pay the Management Fee owed pursuant to paragraph 6, then to pay any debt service related to the Arena, Annex, or Club Room and the balance, if any, to be deposited into the Maintenance Fund.
- 10.3. All monies generated from all other sources at the Arena, including the Annex, Club Room, parking lots, and the Management Fee shall be the sole



property of the Manager. Manager shall be responsible for all expenses, including any payments to Mart Dock, or related entity, for use of any Mart Dock, or related entity, property, except:

10.3.1. Expenses to be reimbursed from the Maintenance Fund; and

10.3.2. Debt service attributed to the Energy Improvements made in 2004 and any future debt service related to the Arena, including for the Club Room, which shall be paid by City.

**11. Conformity with Lease and Sublease.** Exhibits A and B are the lease between the CBA and the County and the sublease between the County and the City respectively. Manager agrees that it is subject to and will comply with and enforce the provisions of both Contracts.

**12. Possession; Termination.** The parties agree that possession during the term of this management Contract remains with the City. The Manager shall act as an agent of the City, and its presence and possession in the Arena is carried entirely on behalf of the City. This Contract shall not be construed as a lease or to give Manager any property right whatsoever in the Arena for any purpose. In the event of lawful termination either before the term of this Contract or at the end thereof, Manager shall vacate the premises without any notice or necessity of judicial proceedings.

**13. Property; Termination.**

13.1 All property purchased by the Manager or in the possession of the Manager at any time during this Contract shall be the property of the City. At termination, only the Manager's stationery and the personal effects of personnel shall be removed from the building. All other property including office equipment and supplies, all computers and computer related programs, data, systems of personal property, all furniture, furnishings, decorations, signs, fixtures, movable fixtures, personal property of any kind, and all other property whether or not having value, shall be the property of the City. The said property of the City shall include all things tangible or intangible paid for by the Manager during the term of this Contract.

13.2 Notwithstanding anything in this Agreement to the contrary, in order to maintain the tax-exempt status of the \$16,000,000 County of Muskegon Building Authority 1996 Building Authority Bonds (General Obligation Unlimited Tax) issued June 19, 1996 (the "Bonds"), this Agreement shall terminate immediately in any of the following circumstances:

(a) the L.C. Walker Arena (including for this purpose appurtenant lands and all improvements thereto, referred to collectively herein as the "Arena") is transferred to the County pursuant to Sections 3(f) or 17 of the Sublease dated April 23, 1996 (the "Sublease") between the County of Muskegon (the "County") and the City of Muskegon (the "City"), or is otherwise transferred to the County for any other reason (including, but not limited to, the transfer to the County at the termination of the Sublease under Section 3 of the Sublease), or

(b) any consideration is paid or value rendered to the County by any party (including the City) with respect to the Arena for any reason, such as for the use of or purchase of all or any portion of the Arena, management services rendered with respect to any portion

of or all of the Arena, naming rights procured with respect to any portion of or all of the Arena, or any other right with respect to any portion of the Arena for which consideration is paid or valued rendered to the County, except for payments made to the County for property taxes or any other taxes of general application, unless a written opinion of nationally recognized bond counsel is delivered to the County to the effect that notwithstanding the occurrence of any of the circumstances described in (a) or (b) above, failure to terminate this Agreement will not adversely impact the exclusion from federal income taxation of the interest on the Bonds to the holders thereof. Such opinion shall be in form and substance reasonably satisfactory to the County, and may (i) permit a limitation (rather than termination) of the original term of this Agreement, or (ii) mandate other conditions as required by nationally recognized bond counsel to render such opinion. The City agrees to notify the manager within thirty days of the date any of the circumstances in (a) or (b) arise; failure to provide such notice does not constitute a waiver of section 13.2; however, the Manager shall not be responsible for any damages or consequences arising from the City's failure to provide such notification.

**14. Condition of the Premises and Property.** On termination the Manager shall deliver all the property and the premises to the City in good and useable condition, except for the effects of ordinary wear and tear. Manager shall be immediately responsible for any repairs necessary to restore any property, whether real or personal, fixtures or otherwise, to the said condition.

**15. Term.** The term of this Contract shall be five (5) years from the effective date, provided that either party may terminate this Contract without cause, effective at the end of two (2) years, upon written notice or annually thereafter, given anytime before the end of the last January first. If not terminated, this Contract shall automatically renew for an additional five years not to exceed a total of ten (10) years including the original term, or sooner in case a similar timely termination notice is given before the last January first on any one-year term. Notwithstanding the foregoing, this Contract shall be terminated, at the City's option, if a UHL franchise, or equivalent or better professional hockey team is moved from the Arena.

**16. Liquor License.** The City and the Manager shall be co-licensee on the City's municipal license, and any renewals thereof. The Manager agrees that the license is to remain in the City of Muskegon as primary licensee and that no interest in the license shall accrue to the Manager except the right under Michigan Liquor Control Laws and Regulations to operate as a co-licensee.

The parties shall cooperate and take such further action as is necessary and desirable to comply with any requirements of the Liquor Control Commission. Manager shall be responsible for all actions and responsibilities under the liquor license and shall indemnify City for all expenses, fees, fines, or costs incurred by the City related to the liquor license.

**17. Concessionaires and Independent Contractors; Professional Hockey Team.** The Manager shall have the right to enter into contracts with concessionaires and independent contractors providing subsidiary services to the Arena. The gross proceeds of all such contracts shall be the Manager's.

**18. Insurance.** The Manager shall obtain insurances required by the City in at least the coverage amounts set forth below. In all the following coverages except workers compensation insurance, the City, the Muskegon County Building Authority and the County of Muskegon shall all be named as

additional insureds or loss payees, and each policy shall carry the commitment by the company that no cancellation shall be effective against the City, the CBA or the County, without thirty (30) days written notice to the City:

- 18.1. Comprehensive general liability insurance. The Manager shall obtain a comprehensive liability insurance policy through a company licensed to do business in Michigan and acceptable to the City, carrying limits of at least \$3,000,000, single limit.
- 18.2. Vehicle liability insurance. The Manager shall carry vehicle liability insurance for each vehicle owned or leased by it, having liability limits of at least \$1,000,000.
- 18.3. Workers compensation insurance. The Manager shall carry workers compensation insurance in the amounts required by state law.
- 18.4. Liquor liability. Manager shall carry, either by itself or through the use of concessionaire policies, adding additional insureds, a comprehensive liquor liability policy or policies.
- 18.5. Other insurance. Any insurances which are available and which are especially appropriate for the operation of the Arena, such as coverages involving professional or amateur hockey games, trade shows and the like, covering liability and the cost of injuries to persons and property shall be obtained by the Manager, with liability coverage carrying at least a single limit of \$1,000,000.

19. **Insurance Notices.** Cancellation Notice: Workers Compensation Insurance, Commercial General Liability Insurance and Motor Vehicle Insurance, as described above, shall include an endorsement stating the following: "It is understood and agreed that, in order to be effective, thirty (30) days' Advance Written Notice of Cancellation, Non-Renewal, Reduction and/or Material Change shall be sent to:

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

20. **Assignment.** The Manager may not assign this Contract. Any attempted assignment or change in entity of the Manager, change in the stockholders by more than the holders of one-third of the interest in the outstanding equity of the company, or any material change in the majority equity or management of the Manager, shall constitute a violation of this Contract and cause immediate termination in the City's discretion.

21. **Hold Harmless and Indemnity.** To the fullest extent permitted by law, Manager agrees to defend, pay in behalf of, indemnify, and hold harmless the City, County and CBA, their elected and appointed officials, employees and volunteers and others working in behalf of them against any and all claims, demands, suits, or loss, including all costs connected herewith, and for any damages which may be asserted, claimed or recovered against or from them, their elected and appointed officials, employees, volunteers or others working in behalf of them, by reason of personal injury, including bodily injury and death and/or property damage, including loss of use thereof, which arises out of or is in any way connected or associated with this Contract.

## **22. General Provisions.**

- 22.1. Independent Contractor. The Manager is an independent contractor and not an employee of the City. Manager is responsible for all its own personnel and all other expenses and costs as set forth in this Contract and shall not have recourse to the City for any claims involving the said expenses or costs.
- 22.2. Corporate Status. Manager warrants that it is a Michigan corporation in good standing and is authorized to perform this Contract.
- 22.3. Equal Employment Opportunity; Discrimination. The Manager shall not discriminate unlawfully against any person in violation of any law or rule of the City, the County, the State of Michigan or the federal government, in employment, services or any other respect. The Manager shall comply, including reporting requirements, in each and every way with the City and County of Muskegon's affirmative action plans or policies, and shall never discriminate against any person based on race or any other protected status under the laws of the State or the United States.
- 22.4. Tickets. During the term of this contract City shall be provided four (4) free tickets to all resident pro hockey games at the Arena. The City shall have reasonable access to the facility at all times to monitor compliance with this agreement.

**23. Defaults.** The following events shall constitute defaults by the Manager and constitute cause for immediate termination of this Contract:

- 23.1. Violation of any of the provisions of this Contract by the Manager and failure to remedy or cure such within thirty (30) days after written notice of such violation from the City;
- 23.2. The commission of any act or omission that endangers the Federal or State tax-exempt status of the County of Muskegon Building Authority Bonds;
- 23.3. The making of an assignment for the benefit of creditors or the filing of a petition under any section or chapter of the Federal Bankruptcy Code or under any similar law or statute of the United States or any state thereof;
- 23.4. Adjudication of the Manager as a bankrupt or insolvent in proceedings filed against the Manager under any section or chapter of the Federal Bankruptcy Code or under any similar law or statute of the United States or any state thereof without further possibility of appeal or review;
- 23.5. The appointment of a receiver for all or substantially all of the assets of Manager and the failure to have such receiver discharged within thirty (30) days after appointment; and
- 23.6. The bringing of any legal action against Manager by any creditor resulting in litigation which, in the opinion of the City, creates a real and substantial risk of involvement of the Arena that will probably: (1) act to their financial detriment; or, (2) result in such creditor, or his assigns, succeeding in or to all or part of the interest of the City.

24. **Non-Waiver.** Failure to enforce any remedy for a breach or a violation of this Contract shall not constitute waiver of subsequent breaches or violations.

25. **Remedies of the Manager.** In the event the City breaches this Contract in any way, or the Manager determines that a breach or failure to observe any covenant or condition by the City has occurred, the Manager's sole remedy shall be termination of this Contract. The Manager shall not be entitled to any damages for breach of contract, or to any injunctive relief to enforce this Contract. In the event there are sums legally due to the Manager at the time of such termination they shall be paid forthwith, but no consequential damage or damages for breach shall be awarded or available to the Manager.

26. **Liens.** The Manager shall be responsible for protecting the Arena from any and all liens, mortgages, security interests or claims for any interest in any property.

27. **Counterparts.** This Contract may be executed in counterparts, and each set of duly delivered identical counterparts that includes all signatories shall be deemed to be one original document.

28. **Governing Law.** This Contract 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.

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

30. **Notices.** All notices, approvals, consents and other communications required under this Contract shall be in writing and, except when receipt is required to start the running of a period of time, shall be deemed given: (i) when delivered in person; (ii) when sent by telephone facsimile or e-mail, (the sender shall also mail or send a "hard copy" following the facsimile or e-mail, however the notice shall be effective upon the transmission of the facsimile or e-mail); (iii) one (1) day after depositing in the custody of a nationally-recognized receipted overnight delivery service with delivery fees prepaid; or, (iv) two (2) days after posting in the United States Mail, first class. Notices shall be sent to the parties as follows:

**ARENA MANAGEMENT GROUP, LLC**

Attn: Tony Lisman  
955 Fourth Street  
Muskegon, MI 49440

**CITY OF MUSKEGON**

Attn: City Manager  
933 Terrace Street  
P.O. Box 536  
Muskegon, MI 49443-0536

31. **Binding and Benefit.** Although this Operations Management Contract is not assignable, in the event assignment occurs, and at the option of the City, it shall be binding upon the parties, their successors, and assigns.

WITNESSES:

ARENA –  
Arena Management Group, L.L.C.

By \_\_\_\_\_

Tony Lisman, Its President  
Dated \_\_\_\_\_, 2006

Member

CITY –  
City of Muskegon

By \_\_\_\_\_

Stephen J. Warmington, Mayor  
Dated \_\_\_\_\_, 2006

Linda Potter  
Linda Potter

JoAnn Krukowski  
JoAnn Krukowski

And \_\_\_\_\_

Gail A. Kunderger, MMC, Clerk  
Dated \_\_\_\_\_, 2006

EXHIBIT A

UNLIMITED TAX FULL FAITH AND CREDIT GENERAL OBLIGATION  
CONTRACT OF LEASE

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MADE AND EXECUTED as of this 1st day of April, 1996, by and between the MUSKEGON COUNTY BUILDING AUTHORITY, a public corporation organized and existing under the authority of Act 31, Public Acts of Michigan, 1948 (First Extra Session), as amended (the "AUTHORITY"), and the COUNTY OF MUSKEGON, a Michigan municipal corporation organized and existing under the Constitution and laws of the State of Michigan (the "COUNTY");

WITNESSETH:

WHEREAS, the AUTHORITY has been incorporated under and in pursuance of the provisions of Act 31, Public Acts of Michigan, 1948 (First Extra Session), as amended (the "Act"), for the purpose of acquiring, furnishing, equipping, owning, improving, enlarging, leasing, operating and maintaining a building or buildings, automobile parking lots or structures, recreational facilities, stadiums and the necessary site or sites therefor, together with appurtenant properties and facilities necessary or convenient for the effective use thereof, for use for any legitimate public purpose of the COUNTY; and

WHEREAS, the COUNTY desires to acquire certain public improvements, together with necessary and related appurtenances, all as described in plans therefor and in Exhibit A attached hereto and made a part hereof (which improvements and related appurtenances are herein sometimes called the "Project"), and the

AUTHORITY is willing to acquire the Project and lease the same to the COUNTY; and

WHEREAS, the sites upon which said improvements will be made is described in Exhibit A attached hereto and made a part hereof, unencumbered fee simple title to which sites, and buildings and improvements thereon where appropriate (the "Site") will be acquired by the AUTHORITY pursuant to this Unlimited Tax Full Faith and Credit General Obligation Contract of Lease (the "Contract"); and

WHEREAS, the acquisition of the Project by the AUTHORITY for use by the COUNTY is necessary for the public health, safety and welfare of the COUNTY, and the use of the AUTHORITY to accomplish such acquisition represents the most practical means to that end at the lowest cost to the COUNTY; and

WHEREAS, the total cost of the Project is estimated to be in the sum of Sixteen Million Dollars (\$16,000,000), which will include architects' fees, legal and financing costs, and contingencies; and

WHEREAS, pursuant to the Unlimited Tax Election Act (Act 189 of the Public Acts of 1979) ("Act 189"), the COUNTY did place on the ballot for consideration of its electors at an election held August 8, 1995, a general obligation contract proposition which authorizes the COUNTY to pledge its unlimited tax full faith and credit to pay the principal of and interest on Building Authority bonds to be issued by the AUTHORITY for the purposes of the Project; and



WHEREAS, the COUNTY and the AUTHORITY have determined that part of the cost of the Project should be paid by the authorization and issuance of bonds (the "Bonds") by the AUTHORITY in anticipation of the limited tax full faith and credit general obligation contractual commitments of the COUNTY under this Contract, pursuant to the provisions of the Act, in the principal amount of Sixteen Million Dollars (\$16,000,000), with the balance of the cost of the Project, if any (to the extent the net proceeds derived from the sale of the Bonds are insufficient to pay the same), to be paid out of moneys to be made available by the COUNTY to the AUTHORITY as herein provided; and

WHEREAS, as a prerequisite to the authorization and issuance of the Bonds, it is necessary for the parties hereto to enter into this Contract whereby the AUTHORITY will lease the Project and Site to the COUNTY and the COUNTY will lease the same from the AUTHORITY for a period extending beyond the last maturity date of the Bonds, but not to exceed a period of fifty (50) years; and

WHEREAS, this Contract has been executed by the COUNTY pursuant to resolution of the County Board of Commissioners of the COUNTY adopted on \_\_\_\_\_, 1996.

IT IS, THEREFORE, AGREED BY AND BETWEEN THE PARTIES HERETO, for and in consideration of the agreement and covenants of each other and moneys to be paid out to the other, as follows:

1. (a) The COUNTY will, at or prior to delivery of the Bonds, convey and transfer to the AUTHORITY, by lease or deed, such rights in the Site described in the preamble hereto as to permit free and unrestricted use thereof by the AUTHORITY to acquire the

Project. Such conveyance shall be made in a form and manner approved by the County Attorney of the COUNTY.

(b) The AUTHORITY will enter into a final contract or contracts calling for the acquisition and construction of the Project prior to January 1, 199<sup>9</sup>~~8~~, and shall proceed to cause the Project to be acquired and constructed prior to said date in accordance with plans prepared by the architects, to be submitted by the AUTHORITY to the COUNTY and approved by the COUNTY, so that the Project shall be available for the use of the COUNTY on or before January 1, 199<sup>9</sup>~~8~~.

2. In consideration of the rentals and other terms and conditions herein specified, the AUTHORITY does hereby let and lease the Project and the Site to the COUNTY and the COUNTY does hereby let and lease the Project and the Site from the AUTHORITY, TO HAVE AND TO HOLD for a term commencing on the date possession of the same is to be delivered hereunder pursuant to Section 14 hereof and ending on a day fifty (50) years from the date hereof, or such lesser period as may be authorized by the provisions of this Contract.

3. The COUNTY hereby covenants and agrees to pay to the AUTHORITY cash rentals for the use of the Project (hereinafter referred to as "Cash Rental" or "Cash Rentals") in amounts based upon the AUTHORITY's debt service requirements on the Bonds, as hereinafter set forth.

The Bonds will be issued with principal maturities on September 1st of each year as follows:

| <u>Year</u> | <u>Amount</u> | <u>Year</u> | <u>Amount</u> |
|-------------|---------------|-------------|---------------|
| 1998        | \$225,000     | 2008        | \$ 850,000    |
| 1999        | 275,000       | 2009        | 950,000       |
| 2000        | 325,000       | 2010        | 1,050,000     |
| 2001        | 375,000       | 2011        | 1,175,000     |
| 2002        | 425,000       | 2012        | 1,275,000     |
| 2003        | 475,000       | 2013        | 1,400,000     |
| 2004        | 550,000       | 2014        | 1,500,000     |
| 2005        | 625,000       | 2015        | 1,525,000     |
| 2006        | 700,000       | 2016        | 1,525,000     |
| 2007        | 775,000       |             |               |

The COUNTY will pay to the AUTHORITY, commencing on August 1, 1998, and annually thereafter so long as any of the Bonds are outstanding, Cash Rentals in an amount corresponding to the principal amount of Bonds maturing on the next succeeding September 1st.

The COUNTY acknowledges also that the Bonds will be issued at a maximum interest rate of not to exceed the maximum rate permitted by law, and that so long as Bonds remain outstanding, such interest will accrue on the outstanding principal balance semiannually. Therefore, the COUNTY further covenants and agrees to pay to the AUTHORITY, as a part of Cash Rentals, commencing on March 1, 1997, and semiannually thereafter so long as Bonds are outstanding, such additional sums as shall be necessary to pay interest due on the Bonds prior to the next succeeding Cash Rental payment date.

It is understood and agreed by the parties hereto that the COUNTY's minimum Cash Rental obligation hereunder shall be the payment of such amounts as shall equal debt service requirements on the Bonds falling due prior to the next Cash Rental payment date. However, the COUNTY shall retain the unrestricted right and privilege to prepay at any time whatever amounts of Cash Rentals it may choose in order to retire fully or partially the Bonds and any

interest then due thereon or in order to provide for such retirement at a specified future date. The total aggregate obligation of the COUNTY hereunder for Cash Rentals shall at any given point in time be equal to the sum of the Cash Rentals yet to be paid to retire principal of the Bonds, plus interest accrued thereon since the last Cash Rental payment at the rate borne by the Bonds. The COUNTY warrants and represents that the amount of its obligations under this Contract, when taken together with other indebtedness of the COUNTY, will not cause its obligations under this Contract to exceed any constitutional, charter or statutory debt limitation applicable to the COUNTY.

The AUTHORITY shall, within thirty (30) days after the delivery of the Bonds, furnish the COUNTY with a complete schedule of maturities of principal and interest thereon, and the AUTHORITY shall also, at least thirty (30) days prior to March 1st and September 1st of each year, advise the COUNTY, in writing, of the exact amount of Cash Rental due on the next said date, and the COUNTY shall pay such amount on the due date.

4. The COUNTY, at its own expense during the term of this Contract, shall cause to be operated, maintained and kept in repair the Project and the Site, and the total expense in connection therewith shall be borne and paid by the COUNTY in addition to all other rentals herein required. Operation and maintenance shall include any and all costs and expenses of operation and maintenance and such costs and expenses of repairs and maintenance as are necessary to keep the Project and the Site in good repair and working order, and shall include, but not to the exclusion of any

other items not herein specified, heating, lighting, snow and debris removal, painting and such other repair and maintenance items as are necessary to provide for efficient operation of the Project and the Site, and to keep the same in good repair and working order, as well as proper insurance coverage. Further the COUNTY shall pay, as part of the operation and maintenance expense, upon written notification by the AUTHORITY, and within thirty (30) days after receipt thereof, such amounts as shall be required to meet all reasonable administrative costs and operating expenses of the AUTHORITY, including transfer agent fees, Bond registration fees and any other costs or expenses of the AUTHORITY, incidental to the issuance and payment of the Bonds or attributable to the Project or the Site.

5. It is understood and agreed by and between the parties hereto that the Bonds will be issued by the Authority in anticipation of the COUNTY's contractual Cash Rental obligation, as stated in Section 3 hereof. The COUNTY, pursuant to authorization of Section 8a of the Act, hereby recognizes and affirms that its contractual obligations expressed in Sections 3 and 4 hereof are full faith and credit general obligations of the COUNTY.

The COUNTY expressly and irrevocably pledges its unlimited tax full faith and credit for the prompt and timely payment of the Cash Rentals pledged for Bond payments as expressed in Section 3 of this Contract, and shall each year, commencing with the year 1997, appropriate from its general funds as a first budget obligation sufficient moneys to pay such Cash Rentals. Such pledge shall include, if necessary, the obligation to levy annually, except as

provided below, such ad valorem taxes on all the taxable property in the COUNTY which, taking into consideration estimated delinquencies in tax collections, shall be fully sufficient to pay such Cash Rentals under and pursuant to this Contract. Such levy, however, pursuant to Act 189 shall be in an amount or at a rate necessary to pay such Cash Rentals, such levy being for the purpose of providing funds to meet the contractual obligations of the COUNTY in anticipation of which the Bonds are issued. Nothing herein contained shall be construed to prevent the COUNTY from using any, or any combination, of the means and methods provided in Section 8a of said Act for the purpose of providing funds to meet its obligations under this Contract, and if at the time of making any annual tax levy there shall be other funds on hand earmarked and set aside for the payment of the contractual obligations due prior to the next tax collection period, then such tax levy may be reduced by such amount.

6. The COUNTY will include in its budget for the fiscal year commencing January 1, 1997, and shall include in its budget for each fiscal year thereafter, an amount sufficient to pay the total obligations under this Contract coming due in each such fiscal year. Annually before finalization of its budget for the next ensuing fiscal year the COUNTY shall prepare and transmit to the AUTHORITY a statement of the moneys to be included in said budget for payment of all costs of the Project. The AUTHORITY shall have the right to communicate directly with the County Board of Commissioners of the COUNTY regarding any items in said budget relative to the Project which might be disputed, and, in any event,

the budget shall be reasonably adequate to cover all obligations of the COUNTY herein contained in this Contract.

7. The COUNTY may at any time pay in advance any of the obligations required to be paid by this Contract, in which event the AUTHORITY shall credit the COUNTY with advance payment on future-due payments to the extent of such advance payment. The COUNTY may also specify by written request that any Cash Rentals paid in advance of the requirements set out in Section 3 hereof be used to purchase Bonds for redemption prior to maturity, either currently or at some future date, to the extent the provision for prior redemption is made in the Bonds, in which event the AUTHORITY shall be obligated to apply and use said advance payments for such purpose to the fullest extent possible.

8. The COUNTY may install in the Project or Site such equipment or fixtures as it may desire, but shall not make any permanent alterations to the Project without the written consent of the AUTHORITY.

9. The COUNTY covenants and agrees that it will not permit the use of the Project or the Site in any manner that will result in a violation of local, state or federal laws, rules or regulations now or hereafter in force and applicable thereto and shall keep the AUTHORITY and the members of its Commission harmless and indemnified at all times against any loss, damage or expenses by any accident, loss, casualty or damage resulting to any person or property through any use, misuse, or nonuse of the Project and Site, or by reason of an act or thing done or not done on, in or about the Project or Site or in relation thereto. The COUNTY

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further covenants and agrees that it will promptly, and at its own expense, make and pay for any and all changes and alterations in or about the Project and the Site which during the term of this Contract may be required to be made at any time by reason of local, state or federal laws and to save the AUTHORITY harmless and free from all costs or damage in respect thereto.

10. To carry out the acquisition and construction of the Project and the financing thereof in accordance with the provisions of said Act, the following actions shall be taken by the AUTHORITY:

(a) The AUTHORITY will immediately upon the execution of this Contract enact the necessary resolution or ordinance to authorize the issuance of the Bonds in anticipation of the Cash Rentals to be paid by the COUNTY hereunder. The AUTHORITY will offer for sale and take such other necessary legal procedures as may be necessary to sell the Bonds as soon as (i) this Contract becomes effective and (ii) all other steps required to be taken prior to sale of the Bonds have been accomplished.

(b) The AUTHORITY will promptly enter into and execute contracts for the acquisition of the Project in accordance with the plans and specifications therefor prepared and approved by the AUTHORITY and the COUNTY. No changes in said plans and specifications shall be made by the AUTHORITY without the consent of the COUNTY. Said contracts shall specify a completion date of not later than January 1, 199~~8~~<sup>9</sup>. The AUTHORITY shall not execute any contract in connection



with the acquisition of the Project until the same has been approved by the County Board of Commissioners of the COUNTY.

(c) The AUTHORITY will require and secure from any contractor undertaking any work to be performed on the said Project necessary and proper bonds to guarantee the performance of said contract and labor and material bonds in such amounts and in such forms as may be approved by the County Attorney of the COUNTY.

(d) The AUTHORITY will immediately upon receipt of the proceeds of sale of the Bonds comply with all requirements provided for in the ordinance or resolution relative to the disposition and use of such proceeds.

(e) The AUTHORITY may invest any bond proceeds or other funds held by it as permitted by law and investment income shall accrue to and follow the fund producing such income. However, the AUTHORITY shall not invest, reinvest, or accumulate any moneys deemed to be proceeds of the Bonds pursuant to Section 103 of the Internal Revenue Code of 1986, as amended, and the applicable regulations thereunder, in such a manner as to cause the Bonds to be "arbitrage bonds" within the meaning of said Section 103 of the applicable regulations thereunder.

11. The COUNTY covenants that it shall not invest, reinvest or accumulate any moneys deemed to be proceeds of the bonds pursuant to Section 103 of the Internal Revenue Code of 1986 and the applicable regulations thereunder in such a manner as to cause the bonds to be "arbitrage bonds" within the meaning of said

Section 103 of the applicable regulations thereunder or to otherwise take or fail to take any act which would cause the bonds to be subject to federal income taxes.

12. In the event that it should be determined that for any reason there are not sufficient funds to complete the acquisition of the Project, or if repair, replacement or alteration of the Project should be required to make the Project useable for its originally intended purpose, and additional funds become necessary therefor, it is agreed by the parties hereto that this Contract may be supplemented or amended to provide for the issuance of additional bonds by the AUTHORITY to provide sufficient funds to complete, repair, replace or alter the Project and also to increase the Cash Rental by an amount fully sufficient to pay all principal of and interest on the Bonds herein referred to and such additional bonds when due.

In the event such determination of insufficient funds should be made after the letting of contracts for construction of the Project, but before completion thereof, the AUTHORITY shall be authorized, on its own motion, to issue such additional bonds as may be necessary to provide sufficient funds to complete the Project or to make necessary repairs, replacements or alterations therein, and the Cash Rental to be paid by the COUNTY shall automatically be increased by an amount fully sufficient to pay all principal of and interest on the Bonds herein referred to and such additional bonds when due. In the event any additional bonds are issued, the duties and obligations of the AUTHORITY and the COUNTY as expressed and set forth in this Contract shall be applicable to

such additional bonds as well as the Bonds herein referred to, it being at all times fully recognized and agreed that the Cash Rentals to be paid by the COUNTY, as specified in Section 3 of this Contract, shall be based upon the total amount of bonds issued to pay the costs of the Project. Any such additional bonds shall mature serially on September 1st and the Cash Rentals coming due on March 1 and September 1, as shown in Section 3, shall be increased by the principal amount of such additional bonds maturing on said September 1st, plus the additional interest payable thereon on September 1 and March 1. All of the provisions of this Contract shall be applicable to said increased amounts. Immediately upon the issuance of such additional bonds, the AUTHORITY shall furnish and supply the COUNTY documentation specifying the new schedule of Bond payments and Cash Rentals, increased as herein authorized, which shall be substituted and take the place of the schedules herein specified. In the event additional bonds are issued, all references herein to the Bonds shall be deemed to include such additional bonds.

In lieu of the issuance of additional bonds, the AUTHORITY and the COUNTY may enter into any other mutually agreeable arrangement to meet increased costs or bring such costs within the amount of funds available for construction of the Project.

13. In the event, by reason of favorable construction bids received, or for any other reason, it is not necessary to issue the Bonds in the full amount presently anticipated, the AUTHORITY shall be authorized, after consultation with the COUNTY, to reduce the amount of Bonds to such lesser principal amount as may be necessary

to pay the cost of the Project and also to reduce the Cash Rental of the COUNTY so that the payments shall be sufficient to pay all principal of and interest on the Bonds. All the provisions of this Contract shall be applicable to said reduced amounts the same as though such Bonds and Cash Rentals were originally in said reduced amounts. In such event, the AUTHORITY shall furnish and supply to the COUNTY documentation specifying the new schedule of Bond Payments and Cash Rentals, reduced as herein authorized, which shall be substituted and take the place of the schedules herein specified.

14. After completion of the Project and payment of all costs thereof, any unexpended balance remaining from the proceeds of sale of Bonds and the amounts to be paid by the COUNTY to the AUTHORITY pursuant to Section 1 above, shall be used by the AUTHORITY, upon request made by resolution of the County Board of Commissioners of the COUNTY and with the approval of the Michigan Department of Treasury (or any successor agency thereto, if any), to the extent required by law, for improvements or enlargement of the Project or for any other projects of the AUTHORITY leased to the COUNTY. Any balance remaining after such use shall be applied to debt service requirements and shall reduce the next due Cash Rentals to the extent of such application.

15. The AUTHORITY shall deliver possession of the Project and the Site to the COUNTY simultaneously with conveyance thereof by the COUNTY to the AUTHORITY, as provided in Section 1(a) hereof. The Project shall be completed not later than January 1, 1998, but in the event that for any reason whatsoever the Project is not

completed by that date, the obligation of the COUNTY for the payment of the Cash Rentals and other costs of the Project and the performance of its other commitments under this Contract shall in any event remain in full force and effect in order to provide for the payment of principal of and interest on the Bonds and other costs in connection therewith.

16. The COUNTY shall provide (a) liability insurance to the extent necessary to protect the AUTHORITY and the COUNTY against loss on account of damage or injury to persons or property imposed by reason of the ownership of the Project and the Site or resulting from any act of omission or commission on the part of the AUTHORITY or the COUNTY, their agents, officers and employees, in connection with the operation, maintenance or repair of said Project and the Site or the furnishing of any service to the COUNTY; (b) casualty insurance against such risks and in such amounts as are usually carried on projects of similar size and nature; and (c) funds to pay the premium on a sufficient fidelity bond from any person handling the funds of the AUTHORITY.

17. Any funds received by the AUTHORITY or the COUNTY from any insurance policies, or otherwise, because of casualty or damage to the Project or the Site shall be used promptly to restore the Project to a condition satisfactory to the COUNTY. If such funds are not sufficient to so restore the Project or the Site, the COUNTY may provide sufficient additional funds therefor in such amounts as the COUNTY and the AUTHORITY may agree upon, or the COUNTY and the AUTHORITY may agree to issue additional bonds for such restoration, in which event the provisions of Section 12

hereof with respect to additional bonds and increased Cash Rentals shall apply. If in the judgment of the AUTHORITY, concurred in by the COUNTY, the funds received from any insurance policies, or otherwise, by the AUTHORITY or the COUNTY shall be insufficient to restore the Project to a condition satisfactory to the COUNTY and if additional COUNTY funds are not made available or additional bonds are not authorized to make proper restoration, then, in that case, the AUTHORITY shall hold and/or invest the funds paid to it by reason of such loss for the benefit of the holders of the Bonds, and when upon receipt of sufficient Cash Rentals from the COUNTY which, together with the proceeds of the insurance and other available funds, will be sufficient to pay the principal and interest on the Bonds, said moneys shall be deposited by the AUTHORITY, in trust, for the benefit of the bondholders and used to pay the principal and interest on said Bonds as they mature.

18. The leasehold rights, duties and obligations of the COUNTY as specified in this Contract shall not be assigned nor sublet, in whole or in part, during the term of this Contract or while any of the Bonds are outstanding and unpaid, except to the extent that such assignment or sublease benefits and serves a legitimate public purpose of the COUNTY, in which event the COUNTY shall be authorized to assign this Contract or sublet the Project, the Site, or any part thereof, but only to the extent and in the manner that the COUNTY could assign or sublet if it were the owner of the Project and the Site. In no event shall any assignment or subletting relieve the COUNTY of its primary obligations to pay the Cash Rentals and operation and maintenance costs of the Project and

the Site hereunder or perform any of its other obligations hereunder.

19. The COUNTY shall have, and is hereby granted, the right to require the AUTHORITY to release from the terms and restrictions hereof any part of the Site, or any interest therein, at any time and from time to time while the COUNTY is not in default hereunder, without cost to the COUNTY, provided that the COUNTY furnishes the AUTHORITY with:

(a) A notice, in writing, containing an adequate legal description of that portion of the Site with respect to which such right is to be exercised, together with a survey thereof; and

(b) A certificate signed by an engineer or architect stating (i) that no part of the improvements constituting the Project (other than sewer, water, gas, electric and communication lines and other utilities, and the like, which shall be specified in such certificate) is located on the portion of the Site with respect to which such right is exercised, and (ii) that the severance of such portion of the Site will not impair the operating utility or materially alter the character of the Project or the balance of the Site.

From and after the consummation of any release effected by the COUNTY pursuant to the provisions of this Section, any reference herein to the Site shall be deemed to refer to the real property described herein, and the buildings and improvements thereon, less and except any portion or interest therein released to the COUNTY under this Section and any part theretofore released to the COUNTY

under this Section. No release effected by the COUNTY under the provisions of this Section shall entitle the COUNTY to any abatement or diminution of the Cash Rentals or other obligations payable hereunder.

20. The AUTHORITY, its agents, servants or employees shall have the right at all times of entering upon the Project and the Site for the purpose of acquiring, constructing and inspecting the same pursuant to its commitments hereunder and determine whether all of the terms, agreements, covenants and conditions herein contained are being complied with.

21. The COUNTY covenants and agrees that it will continue to pay to the AUTHORITY, in accordance with the terms of this Contract, the Cash Rentals and the operation and maintenance costs of the Project and the Site at the times and in the manner herein established without reduction or abatement for any cause or reason whatsoever, including, but not limited to, casualty which results in the Project or the Site being untenable or the failure to have the Project restored under Section 17 hereof, and without right of setoff or recoupment, until the principal of and interest on all Bonds are paid in full or adequate funds are available and held in trust for the benefit of the holders of the Bonds for that purpose.

22. The COUNTY covenants and agrees that if before the Bonds have been retired default shall at any time be made by the COUNTY in payments of Cash Rentals or operation and maintenance costs as herein required or in the performance of any of its obligations hereunder, the AUTHORITY shall have the right to use all the



remedies provided by law to correct said default, including those specifically set forth in the Act and the ordinance or resolution to be enacted by the AUTHORITY providing for the issuance of the Bonds. In the event of any such default, the holder or holders of the Bonds may, to the extent permitted by law, exercise and enforce the rights of the AUTHORITY hereunder.

23. The AUTHORITY and the COUNTY each recognize that the Bonds are to be issued in anticipation of the Cash Rentals to be paid by the COUNTY hereunder and that the holders from time to time of the Bonds will have contractual rights in this Contract, and it is, therefore, covenanted and agreed by each of them that so long as any of the Bonds shall remain outstanding and unpaid the provisions of this Contract shall not be subject to any alteration or revision which would in any manner unfavorably affect either the security of the Bonds or the prompt payment of principal or interest thereon. The AUTHORITY and the COUNTY further covenant and agree that they will each comply with their respective duties and obligations under the terms of this Contract promptly at the times and in the manner herein set forth and will not suffer to be done any act which would in any way impair the said Bonds, the security therefor, or the prompt payment of principal and interest thereon. The COUNTY may, in writing, waive strict compliance by the AUTHORITY with the dates set out herein for the entering into of final construction contracts and for completion of the Project, and such dates may be altered upon mutual agreement by the parties hereto.

24. Any notice necessary or proper to be given to any of the parties hereto may be served in the following manner:

(a) If to the AUTHORITY, by delivering the same to any member of the Commission thereof;

(b) If to the COUNTY, by delivering the same to the County Clerk or the County Clerk's deputy.

25. This Contract shall terminate on the payment in full of all principal and interest on all the Bonds. When the Bonds have been retired and the Contract terminated, the AUTHORITY shall convey the Project and the Site to the COUNTY, without consideration, by quit claim deed and appropriate bills of sale in such form and manner as may be approved by the County Attorney of the COUNTY. Upon termination of this Contract in the manner set forth above, the AUTHORITY shall promptly pay over to the COUNTY any and all funds held by it pertaining to the aforesaid Bonds or in any other manner relating to the Project.

26. The AUTHORITY covenants that the COUNTY upon compliance with the terms of this Contract, shall and may peacefully and quietly have and hold and enjoy the Project and the Site for the term herein provided.

27. Nothing herein contained shall in any way be construed to prevent additional financing under the provisions of the Act, or any other law, for any of the purposes set out in the Articles of Incorporation of the AUTHORITY.

28. This Contract shall inure to the benefit of and be binding upon the respective parties hereto, their successors and assigns.

IN WITNESS WHEREOF, the MUSKEGON COUNTY BUILDING AUTHORITY, by its Commission, and the COUNTY OF MUSKEGON, Michigan, by its County Board of Commissioners, have each caused its name to be signed to this instrument by its duly authorized officers and its seal to be affixed hereto the day and year first above written.

In the presence of:

Thomas J. Foster  
S. Diomedean

(Seal)

MUSKEGON COUNTY BUILDING AUTHORITY

By Henry J. Kitterman  
Chairman of its Commission

By Paul Elwell  
Secretary of its Commission

In the presence of:

S. Diomedean  
Mary Villanueva

(Seal)

COUNTY OF MUSKEGON

By Ken Hulka  
Chairman, County Board of Commissioners

By Ruth M. Mearns  
County Clerk

STATE OF MICHIGAN     )  
      : ss.  
COUNTY OF MUSKEGON    )

On this 15 day of April, 1996, before me appeared Vernon Kortering and James Elwell, to me personally known, who being by me duly sworn, did, each for himself, say that they are, respectively, the Chairman and Secretary of the Commission of the MUSKEGON COUNTY BUILDING AUTHORITY, a public corporation of the State of Michigan, and that said instrument was signed and sealed in behalf of said AUTHORITY by authority of its Commission, and the said persons acknowledged said instrument to be the free act and deed of said AUTHORITY.

  
\_\_\_\_\_

Notary Public,  
Muskegon County, Michigan  
My Commission Expires: 2/5/2001

STATE OF MICHIGAN     )  
      : ss.  
COUNTY OF MUSKEGON    )

On this 15 day of April, 1996, before me appeared  
Kenneth J. Huika and Ruth S. Stevens to me personally  
known, who being by me duly sworn, did, each for himself, say that  
they are, respectively, the Chairman of the County Board of  
Commissioners and the County Clerk of the COUNTY OF MUSKEGON,  
Michigan, a municipal corporation in the State of Michigan, and  
that said instrument was signed and sealed in behalf of said COUNTY  
by authority of its County Board of Commissioners, and the said  
persons acknowledged said instrument to be the free act and deed of  
said COUNTY.



Notary Public,  
Muskegon County, Michigan  
My Commission Expires: 2/5/2001

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## EXHIBIT A

Improvements to the Walker Arena situated in the City of Muskegon, County of Muskegon, on property described as follows:

The part of Lot 1, Block 567 of the Revised Plat of 1903 of the City of Muskegon, Muskegon County, Michigan, described as follows: Commencing at the Southwesterly corner of said Block 567; thence North 50°55'50" East along the Northwesterly line of Western Avenue 175.29 feet for POINT OF BEGINNING; thence North 39°01'35" West 172.00 feet to the Northwesterly line of Thayer Avenue; thence South 50°55'50" West along said Northwesterly line 116.00 feet to the Northeasterly line of Fifth Street; thence North 39°01'35" West along said Northeasterly line 188.65 feet to the Southeasterly right of way line of Shoreline Drive; thence Northeasterly along said Southeasterly line on the arc of a 5187.69 foot curve to the right a distance of 159.20 feet (the central angle of said curve is 1°45'30" and the long chord bears North 39°09'22" East 159.20 feet); thence continuing Northeasterly along said Southeasterly line on the arc of a 1107.00 foot radius curve to the left a distance of 198.97 feet (the central angle of said curve is 10°17'54" and the long chord bears North 34°53'10" East 198.70 feet) to the Southwesterly line of Fourth Street; thence Southeasterly along said Southwesterly line on the arc of a 619.21 foot curve to the right a distance of 5.65 feet (the central angle of said curve is 00°31'20" and the long chord bears South 58°52'07" East 5.65 feet); thence South 59°07'47" East along said Southwesterly line 128.42 feet; thence continuing Southeasterly along Southwesterly line of the arc of a 138.77 foot radius curve to the right a distance of 119.33 feet (the central angle of said curve is 49°16'12" and the long chord bears South 34°29'41" East 115.69 feet); thence South 09°51'35" East along said Southwesterly line 4.10 feet; thence Southeasterly along said Southwesterly line on the arc of a 186.93 foot curve to the left a distance of 49.53 feet (the central angle of said curve is 15°10'50" and the long chord bears South 17°27'00" East 49.38 feet); thence South 25°02'25" East along said Southwesterly line 48.60 feet; thence Southeasterly along said Southwesterly line on the arc of a 423.00 foot curve to the left a distance of 103.39 feet (the central angle of said curve is 14°00'15" and the long chord bears South 32°02'32" East 103.13 feet); thence South 39°02'40" East along said Southwesterly line 7.81 feet to the Northwesterly line of Western Avenue; thence South 50°55'50" West along said Northwesterly line 223.25 feet to Point of Beginning.

Improvements to the Frauenthal Theater situated in the City of Muskegon, County of Muskegon, on property described as follows:

EXHIBIT B

**LEASE PURCHASE AGREEMENT**

**A Sublease Between  
COUNTY OF MUSKEGON  
and  
CITY OF MUSKEGON**

THIS SUBLEASE is agreed effective April 23, 1996, between  
COUNTY OF MUSKEGON, of 990 Terrace Street, Muskegon, Michigan ("Lessor") and  
CITY OF MUSKEGON, 933 Terrace Street, Muskegon, Michigan ("Lessee").

**Recitals:**

A. The City of Muskegon has conveyed to the County of Muskegon Building Authority ("CBA") the L.C. Walker Arena and appurtenant lands, described herein known as "the Premises". The Building Authority has in turn leased the Premises to the County of Muskegon ("Lessor") which enters into this Sublease with the City ("Lessee") for the purpose of operating, maintaining and repairing the Premises as well as performing as construction manager for the construction and installation of improvements to be financed by certain County Building Authority bonds (the "Project"), in accordance with a separate construction management agreement between the parties.

B. Upon termination of this Sublease the parties intend that the County will convey the Arena to the City, and that the County Building Authority shall convey the title of the premises to the County simultaneously.

C. In conjunction with the execution of this Sublease and the execution of a full faith and credit lease between the County Building Authority and the County, the Building Authority has issued its bonds (the "Bonds"), the proceeds of which are to be used to construct and install the Project in the Arena.

**THE PARTIES THEREFORE AGREE:**

1. Inclusion of Recitals. The recitals set forth above are considered part and parcel, and not separate from the terms of this Sublease.

2. Leased Premises. In consideration of the payment of rentals and the fulfillment of the covenants herein contained, Lessor hereby leases to Lessee, and Lessee hereby hires and takes from Lessor certain premises (the "Premises") situated in the City of Muskegon, Muskegon County, Michigan, more particularly described as:

See Attached Exhibit A

3. Lease Term and Provision for Purchase. The lease term commences upon sale of the bonds and ends on a date not later than thirty (30) days after the bonds have been fully paid and satisfied, but no longer than 50 years, subject to the provision set forth below at Section 3(f).

(a) Lessee shall purchase the Premises, without the necessity of notice thereof, on or before a date thirty (30) days after the bonds have been paid and satisfied. A closing shall occur immediately thereafter conveying title to Lessee, unencumbered by any action of Lessor. Total consideration for the said purchase shall consist of the costs and other expenses paid by Lessee to operate, manage, maintain and repair the premises and project during the term of this Lease, plus One Dollar.

(b) At closing of the purchase by Lessee, Lessor shall convey to Lessee by County quit claim deed the Premises to be conveyed in accordance with this Sublease, subject only to such easements and restrictions as were of record on the date hereof, laws, ordinances and zoning regulations. As evidence that its title is as aforesaid, Lessor shall, at Lessee's expense and at Lessee's option, provide to Lessee a commitment, issued by a title insurer licensed to do business in the State of Michigan, for a standard form owner's policy of title insurance in the amount of \$1,000,000.

(c) The closing shall take place within five (5) days after all necessary papers have been prepared, and all conditions precedent hereunder met, but no later than sixty (60) days after the date that the bonds have been paid and fully satisfied. The closing shall occur at the offices of the title insurer or at such other place as the parties shall mutually agree.

(i) At closing, Lessor shall execute and deliver the following documents to buyer: (1) quit claim deed for the property; (2) bill of sale for any personal property transferred; (3) title insurance commitment, as provided above; and (4) closing statement reflecting the transaction.

(ii) Lessee shall pay all recording fees and all of its other closing costs.

(iii) Each party shall execute and deliver such other documents as may be reasonably necessary to fully consummate the transfer of all of Lessor's right, title and interest in and to the premises and contents and fixtures to Lessee.



(d) Lessee shall continue in possession of the property at closing.

(e) The Lessor shall pay or assure the payment of all rents and charges and expenses required by the County Building Authority Lease and in connection with payment and satisfaction of the bonds and obtain the discharge of any encumbrance on the Property before closing. Lessor warrants that the CBA lease provides for marketable title in Lessor before closing contemplated herein.

(f) Notwithstanding any other provision herein to the contrary, if the County elects by written notice given at least one year prior to the date the said bonds are fully paid and satisfied to have a right of reversion, the title of the property shall revert to the County if the City (Lessee) fails to use the property for a public purpose, to wit, the County wide, nondiscriminatory public purpose set forth in this Lease. The right of reversion shall terminate 10 years after the bonds are fully paid and satisfied, and any document recorded evidencing said right shall contain that limitation.

4. Use of Premises. Lessee shall use and occupy the Premises as an arena, public performance, exhibits, civic and convention facility open to the public in accordance with the public purposes contemplated by the Building Authority Act and the County. Lessee shall make the facility available for public performances and events at reasonable charges, the proceeds of which shall be entirely used for the operation, maintenance and repair of the Premises, including maintenance and repair reserves in reasonable amounts. Lessee agrees that it shall not in any way discriminate against residents of the County or favor residents of the City in the use of the facility. Further, Lessee agrees that no person shall, on the basis of race, color, national origin, sex, handicap or age be excluded from use or participation in, or denied the benefits of, or be otherwise subjected to discrimination with regard to the use or participation in the facility and that Lessee shall routinely include such requirements in the contracts with respect to such facility.

5. Lessee's Warranty of Corporate and Non-Profit Status. Lessee hereby warrants and covenants that it is and at all times during the term of this lease shall be, a municipal corporation regularly organized pursuant to the Constitution and laws of the State of Michigan, and that it will utilize and operate the Arena in accordance with the requirements of all laws including local, state and federal, relating to the exercise of its public functions. Further, the Arena shall be operated and managed at all times so as to continue in effect and not adversely affect the federal tax exempt status of the bonds issued by the County Building Authority.

6. Rent. As and for rent for the Premises, the Lessee shall be fully responsible for all operating, maintenance and repair expenses (including reasonable reserves for maintenance and repair) in the Premises for the entire term of this Sublease, whether or not said expenses are in excess of revenues. This shall include all taxes, if the Premises become taxable, assessments, insurance premiums and other charges against the property.

7. Taxes. Lessee shall, as additional rent, pay all real property taxes and special assessments which are due and payable against the leased premises during the lease term without proration; provided, that the assessment portion shall be limited to the minimum amount permitted by law on an installment basis. Lessee shall also pay all personal property taxes levied against personal property owned by Lessee and located on the leased premises and on personal property put onto the leased premises by Lessee and which is assessable for personal property tax purposes. All such taxes and assessments shall be paid on or before the last date when payment may be made without interest or penalty. Within ten (10) days thereafter, Lessee shall submit to Lessor receipted statements as evidence of payment of such taxes and assessments. Lessee shall have the right to contest the validity or amount of any tax or special assessment or seek to obtain a reduction of the assessed valuation of the leased premises, and Lessor agrees to do all things necessary to assist in prosecuting such protest or appeal, provided that it is without expense or cost to Lessor. Lessee and Lessor are both tax exempt entities, and the parties do not contemplate any taxes; however, in the event of any tax or assessment, Lessee shall have the obligation to defray them and prevent any foreclosure or enforcement action for any taxes or assessments.

8. Utilities. Lessee shall be solely responsible for and promptly pay all charges for water, gas, electricity, communications and sewer charges and any other utilities used upon or furnished to the leased premises before any penalty for non-payment shall accrue and shall pay for all additional utility installations necessary for Lessee's use of the leased premises.

9. Property Insurance. Lessee will carry casualty, fire and extended coverage and boiler insurance on the building or any improvements added by Lessee on the leased premises with an appropriate insurer and in amounts of coverage sufficient to effect the replacement of the facility. The proceeds shall be payable to Lessor and Lessee as their respective interests shall appear. Lessee shall furnish a certificate showing issuance of such coverage. The insurance policy taken out by Lessee shall include the Lessor as a loss payee, and the certificates furnished shall be continuing evidence thereof.

10. Destruction by Fire or Other Insured Casualty; Risk of Loss for Uninsured Casualty. In case any building or improvements on the leased premises shall be partially or totally destroyed by fire or other casualty covered by standard fire and extended coverage insurance so as to become partially or totally untenable, said building shall be repaired as soon as possible at Lessee's expense, provided that all insurance proceeds shall be available to lessee for all repair and reconstruction. The risk of loss with respect to all uninsurable losses to the premises shall rest upon Lessee. In the event the building cannot be repaired the net proceeds of insurance recoveries shall be the property of Lessee, except that they shall be paid to Lessor if bonds of the County Building Authority for the project remain outstanding and shall be used by the Lessor in accordance with the full faith and credit contract of lease between Lessor and the County Building Authority. The balance unused shall be utilized by

the Lessor and Lessee jointly for a public purpose on the premises consistent with the original objectives of the parties.

11. Liability and Other Insurance Coverage. Lessee shall obtain the following insurances and name the County as an additional insured, providing certificates at the time of the execution of this agreement and further providing that the insurance companies writing the policies shall provide an extra copy of each policy for the County. The certificates and the policies shall carry the provision that no cancellation of insurance shall be valid against the County unless a notice is sent at least thirty (30) days before the effective date of cancellation. All coverages shall be with insurance companies licensed and admitted to do business in the State of Michigan, or at Lessee's option, its risk authority or through self insurance as appropriate:

11.1 Workers' Compensation Insurance: Lessee shall procure and maintain during the life of this contract, Worker's Compensation Insurance, including Employers Liability Coverage, in accordance with all applicable Statutes of the State of Michigan, which it shall carry and obtain through its self insured programs or through insurance coverage.

11.2 Commercial General Liability Insurance: Lessee shall procure and maintain during the life of this contract, Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than \$3,000,000 per occurrence and/or aggregate combined single limit, Personal Injury, Bodily Injury and Property Damage. Coverage shall include the following extensions: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractors Coverage; (D) Broad Form General Liability Extensions or equivalent; (E) Deletion of all Explosion, Collapse and Underground (XCU) Exclusions, if applicable.

11.3 Builders Risk Coverage During Construction: Lessee shall obtain or cause to be obtained builders risk insurance during the construction of the project.

11.4 Cancellation Notice: Workers' Compensation Insurance and Commercial General Liability Insurance, as described above, shall include an endorsement stating the following: "It is understood and agreed that thirty (30) days' Advance Written Notice of Cancellation, Non-Renewal, Reduction and/or Material Change shall be required before this policy can be canceled or changed, and shall be sent to:

County of Muskegon  
990 Terrace Street  
Muskegon, Michigan 49440

Attention: County Administrator

11.5 Proof of Insurance Coverage: Lessee shall provide the County at the time the contracts are returned by it for execution, certificates and policies as listed below:

- a. Two (2) copies of Certificate of Insurance for Workers' Compensation Insurance;
- b. Two (2) copies of Certificate of Insurance for Commercial General Liability Insurance;

11.6 If any of the above coverages expire during the term of this contract, Lessee shall deliver renewal certificates and/or policies to Lessor at least ten (10) days prior to the expiration date.

12. Maintenance, Alterations and Improvements:

(a) Maintenance. Lessee shall make all necessary repairs to the leased premises and shall at all times keep the leased premises in a good state of repair and in a reasonably clean, orderly and presentable condition, given Lessee's primary use of the leased premises. Lessee's obligation shall include, but not necessarily be limited to: exterior and structural maintenance, and reconstruction and repair of the interior portions and components of the premises, such as the walls, ceilings, heating, electrical, plumbing, and sprinkler systems, any building security systems, and other interior components. Lessor shall be given notice of Lessee's plans for any major repair or replacement to be undertaken which is separate from, or in addition to, the Project. Lessee shall also at its expense, remove snow, ice and rubbish from the leased premises. If, despite the provisions of this lease, a spill or emission of contaminants or hazardous materials should occur, Lessee shall promptly notify Lessor and the appropriate governmental agencies and immediately take whatever steps may be necessary to clean up the spill or emission, protect the public and the environment, and insure it does not happen again.

(b) Maintenance and Repair Reserve. Lessee presently maintains a fund for maintenance and repair of the Premises. Lessee commits to maintain in that fund an amount at least equal to the average cost of maintenance and repair expenses not covered by the proceeds from the use of the Premises.

(c) Alterations and Improvements. Pursuant to the full faith and credit contract of lease between the Muskegon County Building Authority and Lessor, substantial alterations and improvements are to be made to the Premises. (The alterations and improvements to be made pursuant to the agreement and with the use of bond proceeds do not include a second ice sheet.) Lessee shall perform as construction manager in accordance with the separate construction management agreement between the parties, and shall have the use of the bond proceeds for said purpose. In addition, and separate from the Project, the Lessee may make, at its sole expense, alterations and improvements to the Premises, (which may

include the installation of a second ice sheet at lessee's sole expense, which shall not be part of the Project). The following conditions shall apply in connection with the said consent: (1) No alterations of any kind shall be made which would materially reduce or impair the value or rentability of the leased premises or any part thereof; (2) No alterations or improvements shall be commenced until the Lessee has procured and paid for all necessary permits and authorizations of all governmental authorities having jurisdiction - Lessor shall join whenever necessary to obtain such permits, but without any liability or expense to Lessor; (3) All alterations or improvements shall be made promptly and in a good workmanlike manner and in compliance with all applicable permits, laws and ordinances of all governmental authorities having jurisdiction thereof; (4) Before commencing such alterations or improvements, Lessee or its general contractor shall, at its sole expense, provide Lessor with certificate of worker's compensation insurance covering all persons with respect to whom death or bodily injury claims could be asserted.

13. Environmental Liabilities. Lessee shall be responsible for maintaining the Project and premises in accordance with all environmental statutes, laws, regulations, orders and directives of any governmental entity, local, state or federal. Lessee shall further indemnify and hold harmless Lessor from any and all claims, demands, damages, fines, penalties, expenses or costs resulting from any such release which occurs during the term of this Lease.

Further, Lessee, in carrying on any alterations or improvements, or acting as Construction Manager, shall not allow or cause any release of hazardous substances and shall be fully responsible therefor.

Lessor warrants that it has not caused or allowed any release of hazardous substances on the Arena; that it has not been in possession thereof sufficiently or controlled sufficiently the activities therein, to know of or be responsible for any such release, and that to the extent it is responsible for the construction or installation of improvements in connection with the Project, it shall not cause or allow the release of said substances. In the event a prohibited release does occur as a result of or from Lessor's activities carried on in connection with the construction or installation of the Project, the Lessor shall be responsible and shall hold Lessee, its officers, agents, employees or volunteers, harmless from any and all claims, demands, damages, fines, penalties, expenses or costs resulting from any such release which occurs during the term of this Lease.

14. Assignment and Subletting. This lease shall not be assigned or sublet without the prior written consent of Lessor, which consent shall not be unreasonably withheld. Any permitted assignment or subletting shall not relieve Lessee from the covenants contained herein, nor shall the acceptance of rents by Lessor from an assignee or subtenant of Lessee be deemed to constitute a consent to such assignment or subletting. Consent to one such assignment or subletting shall not be deemed to be a consent to any subsequent such act. The

retention of an operations manager, provided all restrictions relating to tax exempt status of the bonds are observed, shall not constitute a prohibited sublease.

15. Indemnity. Lessee shall indemnify, defend and save Lessor harmless from and against any and all claims, actions, damages, liability and expense which at any time may be suffered or sustained by Lessee, or by any persons who may at any time be using, occupying or visiting the property or building, or may be in or about same, whether such shall be caused by or in any way result from or arise out of any act, omission or negligence of Lessee, or of an occupant, subtenant, visitor or user of any portion of the property or building and Lessee shall indemnify and defend Lessor from and against all claims, liabilities, losses or damages whatsoever, including, without limitation, attorney fees. Provided, however, the foregoing shall not apply to loss, injury, death or damage arising by reason of the negligence or misconduct of Lessor.

16. Entry by Lessor. Lessor or Lessor's agents or employees shall have the right to enter the leased premises at all reasonable times for the purpose of inspecting the same for compliance with this Lease.

17. Default. If Lessee shall fail to pay the required rentals or breach any covenants herein, and such default continues for a period of ninety (90) days after written notice thereof from Lessor, or if Lessee abandons the premises, or if a receiver or trustee is appointed for its property whereby this lease agreement shall by operation of the law pass to any person other than Lessee, Lessor, at its sole option, may terminate this lease.

18. Quiet Possession. If Lessee shall pay the rents and perform all of its covenants as set forth herein, Lessor covenants that Lessee shall have peaceable and quiet possession of the leased premises during the term hereof.

19. Encumbrances. Lessor agrees that no encumbrances shall be placed upon the Premises except as required and necessary in connection with the bonds, if any. Lessor further agrees to cause no encumbrance to be placed on the premises or Arena, even in connection with the bonds, without consent of Lessee. Lessee agrees that this Sublease shall be subordinate only to such encumbrances in favor of the bond holders referred to herein. This lease shall have priority over any other encumbrance.

20. Surrender; Condition at Expiration. Only in the event Lessee does not take title at the end of the term, upon expiration of the lease term, or in the event of an earlier surrender of possession of the leased premises, Lessee shall deliver up and surrender the leased premises in good tenantable condition, reasonable wear and tear and damage by fire, the elements or other casualty excepted, together with all alterations, additions and improvements which may have been made in, to, or on the leased premises, except movable furniture or unattached movable trade fixtures installed at the expense of Lessee. Lessee, on or before the expiration of the lease term, shall remove all property which it is entitled to remove from the

premises, and all property not so removed shall be deemed abandoned. If the leased premises are not timely surrendered to Lessor, Lessee shall indemnify Lessor against any loss or liability resulting from such delay, including any claims made by any succeeding Lessee based upon such delay. Upon expiration of the Lease Lessee shall have maintained the premises so that it continues to be useful as a public facility without the necessity of major capital improvements, subject only to normal obsolescence and expiration of the reasonable useful life of capital installations.

21. Notices. Any notice required under the terms of this lease shall be presumed conclusively to have been served upon the parties if such notice is sent by certified mail, return receipt requested, to the addresses and persons as follows:

Lessor: County of Muskegon  
Attn: County Administrator  
990 Terrace Street  
P.O. Box \_\_\_\_  
Muskegon, MI 49443

Lessee: City of Muskegon  
Attn: City Manager  
933 Terrace Street  
P.O. Box 536  
Muskegon, MI 49443

22. Venue. By execution of this lease, Lessee consents to venue in Muskegon County of any action brought to enforce any of the terms of this lease or collect any monies due hereunder.

23. Waiver. The waiving of any of the covenants of this lease by either party shall be limited to the particular instance thereof and shall not be deemed to waive any other breaches of such covenant.

24. Severability. If any term or provision of this lease or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this lease, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term and provision of this lease shall be valid and be enforced to the fullest extent permitted by law.

25. General. This agreement shall inure to the benefit of and be binding upon the parties hereto, their legal representatives, successors and assigns, subject to the provisions concerning assignment and subletting above. This lease shall be governed by the laws of the State of Michigan. Time shall be of the essence. If more than one party joins in the

execution hereof as Lessor or Lessee, or if any be of the masculine or feminine sex, the pronouns and relative words used herein shall be read as if written in such tense. This agreement sets forth the entire agreement between the parties, and shall not be modified except by a writing executed by both parties, and a copy of same attached hereto.

26. Captions. The captions of this agreement are for convenience only and shall not be considered as part of this agreement or in any way limiting or amplifying the terms and conditions hereof.

27. No Third Party Beneficiary. This lease shall benefit only the parties hereto and no third party, except that CBA, and the holders of the Bonds, as their interest shall appear, shall be beneficiaries of this lease.

28. Memorandum of Lease. Either party may record a memorandum of lease referring to this instrument with the Muskegon County Register of Deeds.

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

LESSOR - COUNTY OF MUSKEGON

By Kenneth J. Hulka  
Kenneth Hulka  
Chairman of County Commissioners

and Ruth Stevens  
Ruth Stevens  
County Clerk

LESSEE - CITY OF MUSKEGON

By Blanche Smith  
Blanche Smith, Mayor

and Gail Kunderger  
Gail Kunderger, City Clerk



**ADDENDUM**

**To A Sublease Between**

**COUNTY OF MUSKEGON**

**and**

**CITY OF MUSKEGON**

**BY THIS AGREEMENT the parties agree as follows:**

Lessee hereby covenants that it will not take or fail to take any action or undertaking which will impair the federal and state tax exempt status of the bonds, including without limitation compliance with Internal Revenue Service Ruling 93-19.

In all other respects the sublease shall remain in full force and effect as originally executed.

IN WITNESS WHEREOF, the parties hereto have executed this addendum in duplicate the \_\_\_\_ day of \_\_\_\_\_, 1996.

**LESSOR - COUNTY OF MUSKEGON**

By Kenneth J. Hulka  
Kenneth Hulka

Chairman of County Commissioners

and Ruth Stevens  
Ruth Stevens  
County Clerk

**LESSEE - CITY OF MUSKEGON**

By Blanche Smith  
Blanche Smith, Mayor

and Gail Kunding  
Gail Kunding, City Clerk

AGENDA ITEM NO. \_\_\_\_\_

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

**TO:** Honorable Mayor and City Commissioners  
**FROM:** Bryon L. Mazade, City Manager  
**DATE:** March 6, 2006  
**RE:** Muskegon Township Water Billing Agreement

**SUMMARY OF REQUEST:**

To approve a reduction in billing service cost to Muskegon Township from \$5,250 a month to \$2,625 a month for January, 2006, through May, 2006. This adjustment is due to the fact that Muskegon Township is no longer fully utilizing the City's billing services.

**FINANCIAL IMPACT:**

Reduction in revenues of \$15,750.

**BUDGET ACTION REQUIRED:**

None.

**STAFF RECOMMENDATION:**

To approve the request and authorize City staff to execute documents to enter into the change.

**COMMITTEE RECOMMENDATION:**

None.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

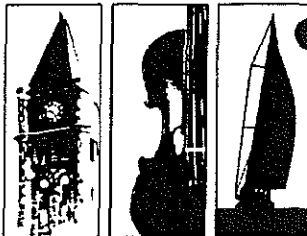
Public Works  
(231)724-4100  
FAX (231)722-4188

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

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

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

# MUSKEGON



West Michigan's Shoreline City  
[www.shorelinecity.com](http://www.shorelinecity.com)

March 9, 2005

Mr. Patrick Jordan  
Township Supervisor  
Charter Township of Muskegon  
1990 East Apple Avenue  
Muskegon, MI 49442

Dear Mr. Jordan:

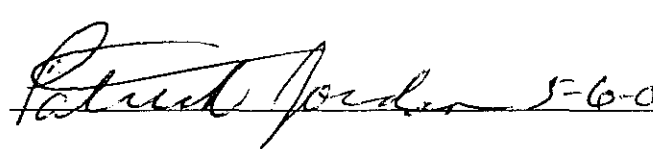
As follow-up to our meeting on Friday, March 4, 2005, the City of Muskegon agrees to provide continued water billing services under terms of the existing *Intergovernmental Agreement Between City of Muskegon and Charter Township of Muskegon: Water Billing Services*, dated May 22, 2004. The City hereby waives the January 31, 2005 notice requirement contained in section 3(a) of the agreement. All other terms of the agreement shall remain as stated. Further, the city stands ready to assist the township with data preparation and/or other services needed for conversion of its water billing operations from the current city system to a billing system operated by Muskegon County. The costs of such services (including applicable overhead) will be fully reimbursed by Muskegon Township.

In consideration of the city's continued assistance with the above stated billing issues, Muskegon Township hereby agrees to allow the city (or its contractor or a service provider selected by the city) to affix to the Muskegon Township water tank antennae and/or other devices necessary for the provision of wireless internet service to surrounding areas. Provided the city is the owner of these devices, no rent shall be charged by the township; if a private service provider owns the equipment, a reasonable rental fee may be charged by the township.

If the terms above are acceptable, please signify acceptance by signing and dating this letter in the spaces below.

Sincerely,

Bryon L. Mazade  
City Manager

Accepted:  3-6-05 for Muskegon Charter Township.

**Date:** May 17, 2004

**To:** Honorable Mayor and City Commissioners

**From:** Finance Director

**RE:** Muskegon Township Water Billing Service Contract

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**SUMMARY OF REQUEST:** The 2003 sale of the southside water system to Muskegon Township included a provision that the city would continue billing services (at no charge) to township customers for a one-year period. The one-year period is now expired and the Township has requested that the city continue billing services for at least one more year. The attached contract provides for the city to provide these services for one additional year with a possible second-year extension.

**FINANCIAL IMPACT:** The city will receive payment of \$60,000 to cover costs of billing services during 2004-05.

**BUDGET ACTION REQUIRED:** No budget action is recommended at this time,

**STAFF RECOMMENDATION:** Staff recommends approval of the proposed water billing service contract with Muskegon Township contingent upon prior approval by the township board.

**COMMITTEE RECOMMENDATION:** None.

**INTER-GOVERNMENTAL AGREEMENT BETWEEN**  
**CITY OF MUSKEGON AND CHARTER TOWNSHIP OF MUSKEGON:**  
**WATER SYSTEM BILLING SERVICES**

This Agreement is effective on May 22, 2004, between the **City of Muskegon**, of 933 Terrace Street, Muskegon, Michigan ("City") and **Muskegon Charter Township**, 1990 E. Apple Avenue, Muskegon, Michigan ("Township").

**Background**

A. In 2003, the City sold the Muskegon Township Water System No. 2 to Muskegon Township. That sale included the obligation for the City to continue billing services to Township residents for water service for one year.

B. The Township desires the City to continue the billing services to Township residents for water service for one year and to grant an option to the Township for a second year.

**Incorporating the above introductory provisions and the statement of purpose, the parties agree as follows:**

1. **Purchase Price; Payment Terms.** City will agree to continue providing billing services to the Township for an annual fee of \$60,000. The annual fee shall be satisfied by payments of \$5,000 on the first of each month commencing June 1, 2004. If the Township elects to extend the contract for a second year, the annual fee shall be \$63,000 and shall be satisfied by payments of \$5,250 on the first of each month commencing June 1, 2005. The fee shall be due and payable with no invoice needing to be sent.

2. **Billing Services.**

a. The City shall provide billing services for the Township for its water system and collection of voluntary payments of water bills. City shall send notice to Township customers of water rate adjustments, based upon mutually agreeable language. During the period that the City provides billing services to the Township, the Township agrees to defend against and pay claims related to water rate increases initiated by Township, or any other billing issue.

b. If Township desires to include any other material in a billing statement, Township shall prepare, print and deliver the material. City shall be reimbursed for any increased expenses or cost, i.e., additional staff time, increased postage, etc., associated with the Township's request.

c. To the extent City undertakes or participates in collection activity or enforcement, i.e., shut-off of services, collection agency, litigation, preparation of liens, etc, City shall be reimbursed its actual cost plus 15%.

3. **Term and Termination.**

a. This Agreement shall become effective on May 22, 2004, and shall remain in full force and effect until May 21, 2005. The Township shall have the right to extend the contract for one additional year, from May 22, 2005 to May 21, 2006, under the same terms and conditions, except as to the fee charged by the City, as provided for in this Agreement. Written notice of the intent to extend the contract must be provided by Township by January 31, 2005.

b. Upon termination of the Agreement, regardless of the manner, Township shall pay the cost, including overhead, of preparing any historical data that may be requested. Township shall assume all outstanding banking fees and other costs associated with Township bills on the date of termination.

4. **Arbitration.** Any controversy or claim arising out of or relating to this Agreement, or breach thereof, but specifically excluding the Water Purchase Agreement and Operation and Maintenance Contract, shall be settled by arbitration. In the event of arbitration pursuant to any provision contained herein, each party shall select an individual to serve on the arbitration panel and the two so selected shall select a third. All arbitrators selected herein shall have expertise to resolve the arbitrable issue(s). The three shall form the arbitration panel with the votes of two arbitrators necessary to resolve any issue(s) submitted to arbitration. Each party shall bear their costs and the cost of the person they select to serve on the panel. The cost of the neutral arbitrator and incidental costs, room rental, etc., shall be split evenly between the two parties. The parties agree that the Arbitration Hearings shall be held in Muskegon County.

5. **Miscellaneous.**

a. **Governing Law.** This Agreement shall be governed in all respects by the laws of the State of Michigan.

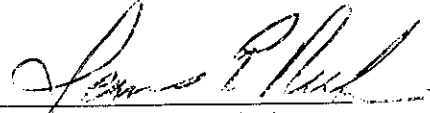
b. **Entire Agreement.** This Agreement sets forth the entire understanding of the parties with respect to the City billing Township residents on behalf of the Township for water service. The parties executed a number of agreements in 2003 dealing with the sale of the water system by the City to the Township that are not affected by this Agreement.

c. **Additional Agreements.** Buyer and Seller agree to enter into any further agreements, contracts or consents necessary to fully effectuate the terms of this Agreement.

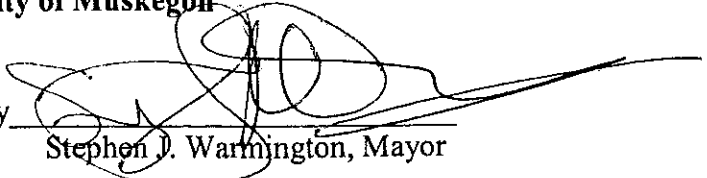
The parties have executed this Agreement with the consent and approval of their governing bodies. It is effective on the effective date set forth above.

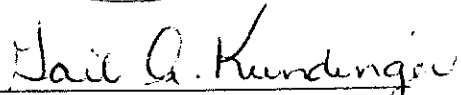
**Muskegon Charter Township**

By   
Patrick Jordan, Deputy Supervisor

and   
James E. Nielsen, Clerk

**City of Muskegon**

By   
Stephen J. Warmington, Mayor

and   
Gail A. Kunder, MMC, Clerk

**Date: March 7, 2006**  
**To: Honorable Mayor and City Commissioners**  
**From: Water Filtration Plant**  
**RE: Variable Frequency Drive repairs resulting from power surge**

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SUMMARY OF REQUEST:

Authorize repairs to three variable frequency drives (VFD's) damaged by a power surge. The VFD's control two low service pumps and one recycle pump.

FINANCIAL IMPACT:

The repair cost by the manufacturer, Cutler-Hammer, is \$86,433.00.

BUDGET ACTION REQUIRED:

The repair cost will require a budget adjustment.

STAFF RECOMMENDATION:

Staff recommends proceeding with the repairs to the variable frequency drives at a cost of \$86,000.00.



February 23, 2006



Bob Veneklasen  
City of Muskegon Water Filtration Plant  
1900 Beach Street  
Muskegon, MI 49441

PROJECT: Muskegon WFP  
SUBJECT: Damaged-VFD-Repairs

Dear Bob:

Following is a price and scope of work for repairs on damaged Cutler Hammer VFD's at Muskegon Water Filtration Plant, due to the power outage that occurred on September 28, 2005.

The scope of work is as listed below:

1. Repair drive item #1, Blower Motor #1, serial #12765013
2. Install (2) rectifiers found to have no fault
3. Repair and install (1) rectifier
4. Repair drive item #3, Low Service Pump LSP-1, serial #12764976
5. Repair drive item #3, Low Service Pump LSP-3, serial #12764983
6. Repair drive item #5, Recycle Pump #1, serial #12764983
7. Repair drive item #6, Aux Building Low Service Pump LSP-7, serial #12764973
8. JJS-250 fuse, quantity of (9)
9. Cutler Hammer services to repair, install, and startup repaired equipment
10. Labor for Windemuller Electric electrician for startup aid to Cutler Hammer

**Your price for above: \$ 86,433.00**

Lead time for drive repair is 3-4 weeks after parts are received. Rectifiers that had "no fault" can be shipped immediately.

Cutler Hammer is requesting that a purchase order be issued within the week so work can be completed by the first of April.

Please let me know if you have any questions.

Sincerely,

Mark Dowden  
Project Manager

**Date: March 14, 2006**  
**To: Honorable Mayor and City Commissioners**  
**From: Engineering**  
**RE: Amend the Special Assessment Roll for**  
**2004 Sidewalk Replacement Program**

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**SUMMARY OF REQUEST:**

Amend the 2004 Special Assessment Roll for the 2004 Sidewalk Program (H-1572) project to revise the assessment amount levied against 1421 Wesley (parcel No. 24-611-000-0226-00) from \$3,079.43 to \$379.4.

The original roll which was adopted 8/24/04 reflected an assessment of \$3,079.43 against 1421 Wesley in error. When the original assessment information was generated, a square footage of 750 of sidewalk replacement was entered by mistake instead of the 75.00 square feet that was actually replaced.

**FINANCIAL IMPACT:**

Reimburses the owner the overage in payment and interest which is estimated at less than \$100.00.

**BUDGET ACTION REQUIRED:**

None at this time.

**STAFF RECOMMENDATION:**

To approve the amended special assessment roll and reimbursement to the owner of 1421 Wesley.

**COMMITTEE RECOMMENDATION:**

## AMENDED SW2004

## AMENDED SPECIAL ASSESSMENT ROLL

| PARCEL             | @      | OWNER      | MAILING ADDRESS   |                 |            |            | TOTAL      |
|--------------------|--------|------------|-------------------|-----------------|------------|------------|------------|
| 24-612-000-0606-00 | 429.0  | ABBEY ST   | DAWKINS DENICE    | 429 ABBEY ST    | MUSKEGON   | MI 49442   | \$101.08   |
| 24-612-000-0612-00 | 487.0  | ABBEY ST   | SMITH WILLIE G    | 487 ABBEY ST    | MUSKEGON   | MI 49442   | \$209.74   |
| 24-612-000-0613-00 | 495.0  | ABBEY ST   | ALSTON BABYLOU    | 495 ABBEY ST    | MUSKEGON   | MI 49442   | \$252.70   |
| 24-612-000-0614-00 | 505.0  | ABBEY ST   | WATTS SANDRA/WA   | PO BOX 1670     | MUSKEGON   | MI 49443-1 | \$697.44   |
| 24-612-000-0592-00 | 514.0  | ABBEY ST   | WAWRZYNIAK EMILY  | 514 ABBEY ST    | MUSKEGON   | MI 49442   | \$126.35   |
| 24-612-000-0615-00 | 515.0  | ABBEY ST   | MCALLISTER KEITH  | 515 ABBEY ST    | MUSKEGON   | MI 49442   | \$707.55   |
| 24-613-000-0778-00 | 1182.0 | ADAMS AVE  | BURNS STANLEY C   | PO BOX 4454     | MUSKEGON H | MI 49444   | \$252.70   |
| 24-613-000-0782-00 | 1252.0 | ADAMS AVE  | BROWN ANNIE       | 1252 ADAMS AVE  | MUSKEGON   | MI 49442   | \$2,550.96 |
| 24-613-000-0785-00 | 1276.0 | ADAMS AVE  | MCWHINNIE TODD    | 1276 ADAMS AVE  | MUSKEGON   | MI 49442   | \$193.82   |
| 24-613-000-0850-00 | 1300.0 | ADAMS AVE  | WALKER BILLY C JR | 1300 ADAMS ST   | MUSKEGON   | MI 49442   | \$151.62   |
| 24-613-000-0844-00 | 1355.0 | ADAMS AVE  | CITY OF MUSKEGON  | 933 TERRACE ST  | MUSKEGON   | MI 49443   | \$631.74   |
| 24-181-000-0013-00 | 1463.0 | ADAMS AVE  | IRBY RAYMOND      | 1463 ADAMS AVE  | MUSKEGON   | MI 49442   | \$2,630.56 |
| 24-612-000-0542-00 | 1060.0 | ALBERT AVE | BUCKNER ROBERT J  | 1060 ALBERT AVE | MUSKEGON   | MI 49442   | \$694.91   |
| 24-612-000-0544-00 | 1064.0 | ALBERT AVE | TAYLOR RONNIE JR/ | 1064 ALBERT AVE | MUSKEGON   | MI 49442   | \$442.22   |
| 24-612-000-0549-00 | 1075.0 | ALBERT AVE | THE PROVIDENT BA  | 1 E 4TH ST      | CINCINNATI | OH 45202   | \$126.35   |
| 24-612-000-0545-00 | 1078.0 | ALBERT AVE | HARRIS YOLANDA M  | 1041 ALBERT AVE | MUSKEGON   | MI 49442   | \$832.18   |
| 24-611-000-0301-00 | 1227.0 | ALBERT AVE | HANDCOCK FLOIS    | 1227 ALBERT AVE | MUSKEGON   | MI 49442   | \$126.35   |
| 24-611-000-0294-00 | 1321.0 | ALBERT AVE | WESTPHAL ARNOLD/  | 1321 ALBERT AVE | MUSKEGON   | MI 49442   | \$252.70   |

## AMENDED SW2004

## AMENDED SPECIAL ASSESSMENT ROLL

| PARCEL             | @      | OWNER      | MAILING ADDRESS   |                    |            |          | TOTAL      |
|--------------------|--------|------------|-------------------|--------------------|------------|----------|------------|
| 24-611-000-0315-00 | 1338.0 | ALBERT AVE | MUSKEGON COUNTY   | 280 OTTAWA ST      | MUSKEGON   | MI 49442 | \$126.35   |
| 24-611-000-0288-00 | 1387.0 | ALBERT AVE | MAY JACKIE L      | 1387 ALBERT AVE    | MUSKEGON   | MI 49442 | \$320.16   |
| 24-611-000-0287-00 | 1411.0 | ALBERT AVE | PETTY KELLY/ESSIE | 11146 S SANGAMON   | CHICAGO    | IL 60643 | \$1,566.52 |
| 24-611-000-0323-00 | 1424.0 | ALBERT AVE | UNITED STATES OF  | 5312 BOLSA AVE STE | HUNTINGTON | CA 92649 | \$1,184.18 |
| 24-611-000-0283-00 | 1461.0 | ALBERT AVE | LABARGE EDWARD J  | 1461 ALBERT AVE    | MUSKEGON   | MI 49442 | \$202.16   |
| 24-611-000-0326-00 | 1462.0 | ALBERT AVE | GOODWIN OBIE M    | 1462 ALBERT AVE    | MUSKEGON   | MI 49442 | \$1,210.73 |
| 24-611-000-0282-00 | 1471.0 | ALBERT AVE | MILLER KATHERINE  | 1471 ALBERT AVE    | MUSKEGON   | MI 49442 | \$429.58   |
| 24-611-000-0281-00 | 1481.0 | ALBERT AVE | VELAZQUEZ BARBAR  | 1481 ALBERT AVE    | MUSKEGON   | MI 49442 | \$277.96   |
| 24-611-000-0281-10 | 1491.0 | ALBERT AVE | WALLACE TRACY L   | 1491 ALBERT AVE    | MUSKEGON   | MI 49442 | \$873.06   |
| 24-611-000-0330-00 | 1492.0 | ALBERT AVE | BLACK BILLY D     | 1492 ALBERT AVE    | MUSKEGON   | MI 49442 | \$126.35   |
| 24-611-000-0279-00 | 1511.0 | ALBERT AVE | FAUER GERALD A/TE | 1511 ALBERT AVE    | MUSKEGON   | MI 49442 | \$1,054.54 |
| 24-611-000-0332-00 | 1516.0 | ALBERT AVE | MOODY THOMAS S    | 1516 ALBERT AVE    | MUSKEGON   | MI 49442 | \$80.10    |
| 24-611-000-0334-00 | 1536.0 | ALBERT AVE | WILLIAMS SYLVESTE | 1536 ALBERT AVE    | MUSKEGON   | MI 49442 | \$1,742.63 |
| 24-611-000-0276-00 | 1537.0 | ALBERT AVE | NICHOLS BETHANY   | 1537 ALBERT AVE    | MUSKEGON   | MI 49442 | \$509.69   |
| 24-611-000-0335-00 | 1556.0 | ALBERT AVE | CITY OF MUSKEGON  | 933 TERRACE ST     | MUSKEGON   | MI 49443 | \$379.04   |
| 24-613-000-0708-00 | 270.0  | BENNETT ST | WOODWARD CLARE    | 270 BENNETT ST     | MUSKEGON   | MI 49442 | \$310.81   |
| 24-613-000-0713-00 | 334.0  | BENNETT ST | HALL BARRY        | 334 BENNETT ST     | MUSKEGON   | MI 49442 | \$385.36   |
| 24-613-000-0715-00 | 346.0  | BENNETT ST | TAYLOR WILFORD L  | 346 BENNETT ST     | MUSKEGON   | MI 49442 | \$259.01   |

## AMENDED SW2004

## AMENDED SPECIAL ASSESSMENT ROLL

| PARCEL             | @      | OWNER      | MAILING ADDRESS   |                    |                |          | TOTAL      |
|--------------------|--------|------------|-------------------|--------------------|----------------|----------|------------|
| 24-612-000-0546-00 | 539.0  | BENNETT ST | DENNIE VELMA D/PE | 539 BENNETT ST     | MUSKEGON       | MI 49442 | \$1,865.81 |
| 24-613-000-0886-00 | 216.0  | CRESTON ST | DOCKERY CYNTHIA   | 216 CRESTON ST     | MUSKEGON       | MI 49442 | \$126.35   |
| 24-613-000-0857-00 | 287.0  | CRESTON ST | DAVIS TERRI D     | 16231 HARDEN CIR   | SOUTHFIELD     | MI 48075 | \$1,164.92 |
| 24-611-000-0469-00 | 411.0  | CRESTON ST | WILLIAMS JESSIE   | 411 CRESTON ST     | MUSKEGON       | MI 49442 | \$924.66   |
| 24-611-000-0441-00 | 431.0  | CRESTON ST | SCOTT TAMIAA      | 431 CRESTON ST     | MUSKEGON       | MI 49442 | \$1,645.04 |
| 24-611-000-0382-00 | 480.0  | CRESTON ST | ASHLEY NANCY      | 480 CRESTON ST     | MUSKEGON       | MI 49442 | \$1,601.69 |
| 24-611-000-0350-00 | 519.0  | CRESTON ST | AIKENS SUNDRA/LO  | 519 CRESTON ST     | MUSKEGON       | MI 49442 | \$379.04   |
| 24-611-000-0348-00 | 520.0  | CRESTON ST | JOHNSON ERIC A    | 11340 FITZGERALD A | GRANT          | MI 49327 | \$1,100.18 |
| 24-611-000-0322-00 | 528.0  | CRESTON ST | MORTGAGE ELECTR   | 8120 NATIONS WAY B | JACKSONVILLEFL | 32256    | \$1,225.11 |
| 24-611-000-0319-00 | 529.0  | CRESTON ST | MOORE JESSIE JR   | 529 CRESTON ST     | MUSKEGON       | MI 49442 | \$1,216.71 |
| 24-611-000-0321-00 | 540.0  | CRESTON ST | HALL WILLARD/CON  | 540 CRESTON ST     | MUSKEGON       | MI 49442 | \$126.35   |
| 24-611-000-0263-00 | 576.0  | CRESTON ST | POWERS DAVID J    | 576 CRESTON ST     | MUSKEGON       | MI 49442 | \$1,520.08 |
| 24-613-000-0729-10 | 293.0  | DRATZ ST   | ROBINSON DAVID/PA | 293 DRATZ ST       | MUSKEGON       | MI 49442 | \$257.75   |
| 24-613-000-0763-00 | 332.0  | DRATZ ST   | STATE OF MICHIGAN | 430 W ALLEGAN FIRS | LANSING        | MI 48922 | \$379.04   |
| 24-613-000-0725-00 | 353.0  | DRATZ ST   | HALL MARSHA F     | 353 DRATZ ST       | MUSKEGON       | MI 49442 | \$138.98   |
| 24-613-000-0764-00 | 354.0  | DRATZ ST   | KUNNEN TERRY A JR | 354 DRATZ ST       | MUSKEGON       | MI 49442 | \$379.04   |
| 24-612-000-0503-00 | 1030.0 | DUCEY AVE  | MUSKEGON COUNTY   | 280 OTTAWA ST      | MUSKEGON       | MI 49442 | \$113.71   |
| 24-612-000-0504-00 | 1046.0 | DUCEY AVE  | RAMIREZ STEPHEN   | PO BOX 503         | MUSKEGON       | MI 49443 | \$860.34   |

## AMENDED SW2004

## AMENDED SPECIAL ASSESSMENT ROLL

| PARCEL             | @      | OWNER     | MAILING ADDRESS  |                |           |          | TOTAL      |
|--------------------|--------|-----------|------------------|----------------|-----------|----------|------------|
| 24-612-000-0513-00 | 1063.0 | DUCEY AVE | STARR ERMA GORD  | 1063 DUCEY AVE | MUSKEGON  | MI 49442 | \$505.39   |
| 24-612-000-0507-00 | 1068.0 | DUCEY AVE | PARKER ROBERT    | 1496 HARVEY ST | MUSKEGON  | MI 49442 | \$240.06   |
| 24-612-000-0511-00 | 1077.0 | DUCEY AVE | DOWDY JASON      | 1077 DUCEY AVE | MUSKEGON  | MI 49442 | \$240.06   |
| 24-612-000-0508-00 | 1090.0 | DUCEY AVE | BOUKAMP MARIAN P | 1090 DUCEY AVE | MUSKEGON  | MI 49442 | \$381.57   |
| 24-611-000-0422-00 | 1209.0 | DUCEY AVE | KETCHUM SARAH J  | 1209 DUCEY AVE | MUSKEGON  | MI 49442 | \$888.84   |
| 24-611-000-0368-00 | 1239.0 | DUCEY AVE | PICKETT MARK A   | 2411 DUFF RD   | TWIN LAKE | MI 49457 | \$988.14   |
| 24-611-000-0418-00 | 1271.0 | DUCEY AVE | COUNTY OF MUSKE  | 990 TERRACE ST | MUSKEGON  | MI 49442 | \$240.06   |
| 24-611-000-0416-00 | 1305.0 | DUCEY AVE | KNOX RONALD W    | 1305 DUCEY AVE | MUSKEGON  | MI 49442 | \$121.29   |
| 24-611-000-0414-00 | 1323.0 | DUCEY AVE | WALLACE REBECCA  | 1323 DUCEY AVE | MUSKEGON  | MI 49442 | \$108.66   |
| 24-611-000-0435-00 | 1328.0 | DUCEY AVE | BURNETT ROBERT L | 1328 DUCEY AVE | MUSKEGON  | MI 49442 | \$477.59   |
| 24-611-000-0436-00 | 1340.0 | DUCEY AVE | FONDREN DEDRICK/ | 1340 DUCEY AVE | MUSKEGON  | MI 49442 | \$1,119.72 |
| 24-611-000-0413-00 | 1341.0 | DUCEY AVE | CITY OF MUSKEGON | 933 TERRACE ST | MUSKEGON  | MI 49443 | \$128.87   |
| 24-611-000-0412-00 | 1349.0 | DUCEY AVE | OUDEMOLLEN ROBER | 1349 DUCEY AVE | MUSKEGON  | MI 49442 | \$1,239.16 |
| 24-611-000-0411-00 | 1359.0 | DUCEY AVE | PETERSON SONIA R | 1359 DUCEY AVE | MUSKEGON  | MI 49442 | \$107.40   |
| 24-611-000-0438-00 | 1360.0 | DUCEY AVE | HULBERT DALE     | 1360 DUCEY AVE | MUSKEGON  | MI 49442 | \$118.77   |
| 24-611-000-0440-00 | 1372.0 | DUCEY AVE | SHAFFER MINDI    | 1372 DUCEY AVE | MUSKEGON  | MI 49442 | \$394.20   |
| 24-611-000-0443-00 | 1418.0 | DUCEY AVE | TUCKER ELIZABETH | 1418 DUCEY AVE | MUSKEGON  | MI 49442 | \$827.58   |
| 24-611-000-0455-00 | 1556.0 | DUCEY AVE | CITY OF MUSKEGON | 933 TERRACE ST | MUSKEGON  | MI 49443 | \$113.71   |

## AMENDED SW2004

## AMENDED SPECIAL ASSESSMENT ROLL

| PARCEL             | @                 | OWNER               | MAILING ADDRESS    |          |    |         | TOTAL      |
|--------------------|-------------------|---------------------|--------------------|----------|----|---------|------------|
| 24-612-000-0625-00 | 858.0 DUCEY AVE   | BUFORD ROLANDA      | 858 DUCEY AVE      | MUSKEGON | MI | 49442   | \$228.69   |
| 24-612-000-0624-00 | 868.0 DUCEY AVE   | LANE AVIS           | 868 DUCEY AVE      | MUSKEGON | MI | 49442   | \$271.65   |
| 24-612-000-0609-00 | 878.0 DUCEY AVE   | METCALF GLEN E/LI   | 878 DUCEY AVE      | MUSKEGON | MI | 49442   | \$248.90   |
| 24-612-000-0610-00 | 893.0 DUCEY AVE   | ENSTAM DEREK E      | 893 DUCEY AVE      | MUSKEGON | MI | 49442   | \$151.62   |
| 24-610-000-0155-00 | 1244.0 DUDLEY AVE | CLARKE DEREK        | 1244 DUDLEY AVE    | MUSKEGON | MI | 49442   | \$132.66   |
| 24-610-000-0147-00 | 1275.0 DUDLEY AVE | CITY OF MUSKEGON    | 933 TERRACE ST     | MUSKEGON | MI | 49443   | \$803.57   |
| 24-610-000-0162-00 | 1326.0 DUDLEY AVE | BUTLER PAULA F/TY   | 1326 DUDLEY AVE    | MUSKEGON | MI | 49442   | \$830.10   |
| 24-610-000-0163-00 | 1338.0 DUDLEY AVE | BUTLER TYREE JR/P   | 1326 DUDLEY AVE    | MUSKEGON | MI | 49442   | \$397.99   |
| 24-610-000-0165-00 | 1360.0 DUDLEY AVE | PITTMAN GREGORY/    | 3425 LAKE DUNES DR | MUSKEGON | MI | 49441   | \$136.46   |
| 24-610-000-0137-00 | 1367.0 DUDLEY AVE | BUIE WILLIE JR/KARE | 1367 DUDLEY AVE    | MUSKEGON | MI | 49442   | \$696.17   |
| 24-610-000-0168-00 | 1386.0 DUDLEY AVE | HALL TED/LORI       | 1386 DUDLEY AVE    | MUSKEGON | MI | 49442   | \$588.78   |
| 24-610-000-0135-00 | 1389.0 DUDLEY AVE | BOXER DAVID/DENIS   | 1389 DUDLEY AVE    | MUSKEGON | MI | 49442-0 | \$646.90   |
| 24-610-000-0014-00 | 1418.0 DUDLEY AVE | WILLIS CYNTHIA R    | 1418 DUDLEY AVE    | MUSKEGON | MI | 49442   | \$516.76   |
| 24-610-000-0030-00 | 1461.0 DUDLEY AVE | GILLILAND COLMAN    | 1461 DUDLEY AVE    | MUSKEGON | MI | 49442   | \$1,459.31 |
| 24-610-000-0019-10 | 1496.0 DUDLEY AVE | RITSEMA KERRI L ET  | 1496 DUDLEY AVE    | MUSKEGON | MI | 49442   | \$122.56   |
| 24-610-000-0027-00 | 1517.0 DUDLEY AVE | RODRIGUEZ BETTY/    | 1517 DUDLEY AVE    | MUSKEGON | MI | 49441   | \$1,225.57 |
| 24-610-000-0020-00 | 1518.0 DUDLEY AVE | GAUSE SANDRA K      | 1518 DUDLEY AVE    | MUSKEGON | MI | 49442   | \$133.93   |
| 24-610-000-0022-00 | 1532.0 DUDLEY AVE | GATES RONALD G      | 3364 ROOSEVELT RD  | MUSKEGON | MI | 49441   | \$277.96   |

## AMENDED SW2004

## AMENDED SPECIAL ASSESSMENT ROLL

| PARCEL             | @      | OWNER        | MAILING ADDRESS                                          | TOTAL      |
|--------------------|--------|--------------|----------------------------------------------------------|------------|
| 24-612-000-0648-00 | 526.0  | GETTY ST     | SUTTON MAMIE L 526 S GETTY ST MUSKEGON MI 49442          | \$120.03   |
| 24-612-000-0647-00 | 538.0  | GETTY ST     | 2005 C/W 24-612-000- 548 S GETTY ST MUSKEGON MI 49442    | \$305.76   |
| 24-612-000-0645-00 | 556.0  | GETTY ST     | CITY OF MUSKEGON 933 TERRACE ST MUSKEGON MI 49443        | \$126.35   |
| 24-612-000-0643-00 | 572.0  | GETTY ST     | BETHESDA BAPTIST PO BOX 665 MUSKEGON MI 49443-0          | \$795.99   |
| 24-122-100-0007-00 | 570.0  | HARVEY ST    | MERCY SERV FOR A 34605 TWELVE MILE FARMINGTON MI 48331-3 | \$3,969.84 |
| 24-610-000-0096-00 | 1461.0 | HILLCREST DR | HOMEcomings FINA 3476 STATE VIEW BL FORT MILL SC 29715-7 | \$777.04   |
| 24-612-000-0521-00 | 1018.0 | JAMES AVE    | HOLMES JEFFREY A 1018 JAMES AVE MUSKEGON MI 49442        | \$583.73   |
| 24-612-000-0531-00 | 1065.0 | JAMES AVE    | CITY OF MUSKEGON 933 TERRACE ST MUSKEGON MI 49443        | \$512.97   |
| 24-611-000-0363-00 | 1223.0 | JAMES AVE    | WHITE DONALD JR 1223 JAMES AVE MUSKEGON MI 49442         | \$126.35   |
| 24-611-000-0305-10 | 1237.0 | JAMES AVE    | BUNNELL TIMOTHY J 1237 JAMES AVE MUSKEGON MI 49442       | \$372.73   |
| 24-611-000-0369-00 | 1256.0 | JAMES AVE    | DYE JAMES 1256 JAMES AVE MUSKEGON MI 49442               | \$391.68   |
| 24-611-000-0309-00 | 1269.0 | JAMES AVE    | SILVA MARIA/SANCH 1269 JAMES AVE MUSKEGON MI 49442       | \$1,187.32 |
| 24-611-000-0355-00 | 1329.0 | JAMES AVE    | DECHENEY FRED/ME 1329 JAMES AVE MUSKEGON MI 49442        | \$252.70   |
| 24-611-000-0380-00 | 1390.0 | JAMES AVE    | CLARK CHARLES/RU 1390 JAMES AVE MUSKEGON MI 49442        | \$126.35   |
| 24-611-000-0381-00 | 1392.0 | JAMES AVE    | MALECKI JOHN D 1392 JAMES AVE MUSKEGON MI 49442          | \$126.35   |
| 24-611-000-0384-00 | 1436.0 | JAMES AVE    | MURDAUGH ANNA/MI 4556 KNIGHTS CROS GRAND PRAIRI TX 75052 | \$252.70   |
| 24-611-000-0387-00 | 1466.0 | JAMES AVE    | SIMS MCKINLEY 1466 JAMES AVE MUSKEGON MI 49442           | \$1,682.80 |
| 24-611-000-0388-00 | 1476.0 | JAMES AVE    | WARD LEDORA 1476 JAMES AVE MUSKEGON MI 49442             | \$1,054.54 |



## AMENDED SW2004

## AMENDED SPECIAL ASSESSMENT ROLL

| PARCEL             | @      | OWNER        | MAILING ADDRESS   |                   |             |            | TOTAL      |
|--------------------|--------|--------------|-------------------|-------------------|-------------|------------|------------|
| 24-611-000-0341-10 | 1487.0 | JAMES AVE    | PRINGLE CRYSTAL   | 1487 JAMES AVE    | MUSKEGON    | MI 49442   | \$126.35   |
| 24-611-000-0339-00 | 1511.0 | JAMES AVE    | PETTEWAY PATRICIA | 1511 JAMES AVE    | MUSKEGON    | MI 49442   | \$934.62   |
| 24-611-000-0337-00 | 1525.0 | JAMES AVE    | VANDERHOEVEN JU   | 1525 JAMES AVE    | MUSKEGON    | MI 49442   | \$1,124.94 |
| 24-611-000-0336-00 | 1549.0 | JAMES AVE    | ROBERTSON CYNTHI  | 5430 CERRO SUR    | EL SOBRANTE | CA 94803   | \$1,424.85 |
| 24-611-000-0451-00 | 441.0  | KRAFT ST     | HICKERSON WILLIAM | 441 KRAFT ST      | MUSKEGON    | MI 49442   | \$252.70   |
| 24-611-000-0391-00 | 482.0  | KRAFT ST     | JDR PROPERTIES LL | PO BOX 145        | FRUITPORT   | MI 49415   | \$2,545.84 |
| 24-610-000-0120-00 | 1210.0 | LAWRENCE AVE | OAKES KEISHA      | 1210 LAWRENCE AVE | MUSKEGON    | MI 49442   | \$128.87   |
| 24-610-000-0121-00 | 1228.0 | LAWRENCE AVE | COUNTY OF MUSKE   | 990 TERRACE ST    | MUSKEGON    | MI 49442   | \$3,381.20 |
| 24-610-000-0123-00 | 1250.0 | LAWRENCE AVE | CAREY JAMES JR/M  | 1250 LAWRENCE AVE | MUSKEGON    | MI 49442   | \$379.04   |
| 24-610-000-0124-00 | 1264.0 | LAWRENCE AVE | ANDERSON EUGENE   | 1264 LAWRENCE AVE | MUSKEGON    | MI 49442   | \$1,370.87 |
| 24-610-000-0037-00 | 1462.0 | LAWRENCE AVE | CLEVELAND EMILY R | 1462 LAWRENCE AVE | MUSKEGON    | MI 49442   | \$252.70   |
| 24-610-000-0039-00 | 1484.0 | LAWRENCE AVE | HARRIS COREY      | 1484 LAWRENCE AVE | MUSKEGON    | MI 49442   | \$505.39   |
| 24-613-000-0835-00 | 1322.0 | LEONARD AVE  | CALKINS CHARLES/A | 8551 LOCK 17 RD   | BESSEMER    | AL 35023-7 | \$126.35   |
| 24-611-000-0185-00 | 1208.0 | MARCOUX AVE  | CENTURY PARTNER   | 300 E BELTLINE NE | GRAND RAPID | MI 49506   | \$126.35   |
| 24-610-000-0184-00 | 1211.0 | MARCOUX AVE  | CHAMBERS DARELL   | 1211 MARCOUX AVE  | MUSKEGON    | MI 49442   | \$1,496.85 |
| 24-610-000-0183-00 | 1221.0 | MARCOUX AVE  | HARDIMAN CLAYTON  | 1221 MARCOUX AVE  | MUSKEGON    | MI 49442   | \$126.35   |
| 24-610-000-0180-00 | 1261.0 | MARCOUX AVE  | HAWKINS EDDIE     | 1261 MARCOUX AVE  | MUSKEGON    | MI 49442   | \$499.07   |
| 24-610-000-0179-00 | 1279.0 | MARCOUX AVE  | BAHR KENNAN J     | 1279 MARCOUX AVE  | MUSKEGON    | MI 49442   | \$454.85   |

## AMENDED SW2004

## AMENDED SPECIAL ASSESSMENT ROLL

| PARCEL             | @      | OWNER       | MAILING ADDRESS  |                   |               |          | TOTAL      |
|--------------------|--------|-------------|------------------|-------------------|---------------|----------|------------|
| 24-610-000-0177-00 | 1301.0 | MARCOUX AVE | WORKMAN GARRY A  | 1347 DUDLEY AVE   | MUSKEGON      | MI 49442 | \$1,222.05 |
| 24-611-000-0191-00 | 1302.0 | MARCOUX AVE | BURREL ONESIPHOR | 212 SCHOOL ST     | MUSKEGON      | MI 49442 | \$377.78   |
| 24-611-000-0192-00 | 1308.0 | MARCOUX AVE | HASKINS TONI     | 1433 WESLEY AVE   | MUSKEGON      | MI 49442 | \$1,165.24 |
| 24-610-000-0176-00 | 1309.0 | MARCOUX AVE | SMITH JOYCE L    | 1309 MARCOUX AVE  | MUSKEGON      | MI 49442 | \$1,183.69 |
| 24-610-000-0175-00 | 1319.0 | MARCOUX AVE | CITY OF MUSKEGON | 933 TERRACE ST    | MUSKEGON      | MI 49443 | \$1,979.67 |
| 24-611-000-0197-00 | 1354.0 | MARCOUX AVE | WOODS JESSIE I   | 1354 MARCOUX AVE  | MUSKEGON      | MI 49442 | \$1,499.24 |
| 24-610-000-0172-00 | 1361.0 | MARCOUX AVE | BURT JASON       | 15357 NICKOLAS DR | GRAND HAVENMI | 49417    | \$1,165.24 |
| 24-611-000-0201-00 | 1390.0 | MARCOUX AVE | MALONE MABLE J   | 280 OTTAWA AVE    | MUSKEGON      | MI 49442 | \$1,036.05 |
| 24-611-000-0203-00 | 1428.0 | MARCOUX AVE | TIMMER JOYCE M   | 1428 MARCOUX AVE  | MUSKEGON      | MI 49442 | \$416.95   |
| 24-611-000-0205-00 | 1442.0 | MARCOUX AVE | WARREN SHERISSA  | 1442 MARCOUX AVE  | MUSKEGON      | MI 49442 | \$138.98   |
| 24-610-000-0008-00 | 1465.0 | MARCOUX AVE | COUNTY OF MUSKE  | 990 TERRACE ST    | MUSKEGON      | MI 49442 | \$505.39   |
| 24-611-000-0208-00 | 1476.0 | MARCOUX AVE | DIXON JOHN/DELAM | 1488 MARCOUX AVE. | MUSKEGON      | MI 49442 | \$221.11   |
| 24-611-000-0209-00 | 1488.0 | MARCOUX AVE | DIXON JOHN L     | 1488 MARCOUX AVE  | MUSKEGON      | MI 49442 | \$246.38   |
| 24-611-000-0210-00 | 1496.0 | MARCOUX AVE | BROWN JEANETTA   | 1496 MARCOUX AVE  | MUSKEGON      | MI 49442 | \$1,497.33 |
| 24-611-000-0211-00 | 1506.0 | MARCOUX AVE | MITCHELL ELOSSIE | 1506 MARCOUX AVE  | MUSKEGON      | MI 49442 | \$265.33   |
| 24-610-000-0002-00 | 1535.0 | MARCOUX AVE | STARK DOUGLAS R/ | 1535 MARCOUX AVE  | MUSKEGON      | MI 49442 | \$712.25   |
| 24-611-000-0213-00 | 1542.0 | MARCOUX AVE | GARCIA MARIA E   | 1542 MARCOUX AVE  | MUSKEGON      | MI 49442 | \$1,256.63 |
| 24-611-000-0214-00 | 1554.0 | MARCOUX AVE | CITY OF MUSKEGON | 933 TERRACE ST    | MUSKEGON      | MI 49443 | \$511.71   |

## AMENDED SW2004

## AMENDED SPECIAL ASSESSMENT ROLL

| PARCEL             | @      | OWNER        | MAILING ADDRESS    |                     |               |            | TOTAL      |
|--------------------|--------|--------------|--------------------|---------------------|---------------|------------|------------|
| 24-612-000-0492-00 | 1085.0 | MARQUETTE AV | CITY OF MUSKEGON   | 933 TERRACE ST      | MUSKEGON      | MI 49443   | \$262.80   |
| 24-613-000-0770-00 | 1192.0 | MARQUETTE AV | COMPRISE LLC       | 187 FORRESTER SE    | GRAND RAPID   | MI 49508   | \$126.35   |
| 24-611-000-0486-00 | 1215.0 | MARQUETTE AV | BANK ONE NATIONA   | 9350 WAXIE WAY STE  | SAN DIEGO     | CA 92123   | \$391.68   |
| 24-611-000-0482-00 | 1259.0 | MARQUETTE AV | CITY OF MUSKEGON   | 933 TERRACE ST      | MUSKEGON      | MI 49443   | \$1,048.86 |
| 24-613-000-0910-00 | 1410.0 | MARQUETTE AV | HILLIARD AARON B   | 1410 MARQUETTE AV   | MUSKEGON      | MI 49442-1 | \$126.35   |
| 24-611-000-0446-00 | 1439.0 | MARQUETTE AV | BRUSH MARY J ET A  | 1439 MARQUETTE AV   | MUSKEGON      | MI 49442   | \$246.38   |
| 24-180-000-0002-00 | 1450.0 | MARQUETTE AV | DAVIS DIEDRA L     | 1450 MARQUETTE AV   | MUSKEGON      | MI 49442   | \$504.11   |
| 24-611-000-0465-00 | 1461.0 | MARQUETTE AV | LIVINGSTON PETER   | PO BOX 1771         | MUSKEGON      | MI 49443-1 | \$126.35   |
| 24-611-000-0464-00 | 1465.0 | MARQUETTE AV | WHITE GARY W JR    | 1465 MARQUETTE AV   | MUSKEGON      | MI 49442   | \$252.70   |
| 24-611-000-0462-00 | 1481.0 | MARQUETTE AV | CITY OF MUSKEGON   | 933 TERRACE ST      | MUSKEGON      | MI 49443   | \$972.88   |
| 24-613-000-0902-10 | 1494.0 | MARQUETTE AV | GLOVER GARY        | 1494 MARQUETTE AV   | MUSKEGON      | MI 49442   | \$488.96   |
| 24-611-000-0459-00 | 1517.0 | MARQUETTE AV | MCKINLEY MICHAEL   | 864 SPRING ST APT 4 | MUSKEGON      | MI 49442   | \$871.80   |
| 24-613-000-0900-20 | 1526.0 | MARQUETTE AV | KALAVITZ GORDON    | 15646 LAKE AVE      | GRAND HAVENMI | 49417-8    | \$631.74   |
| 24-122-100-0005-00 | 1675.0 | MARQUETTE AV | CARPENTER INSURA   | 1675 MARQUETTE AV   | MUSKEGON      | MI 49442   | \$265.33   |
| 24-612-000-0604-00 | 885.0  | MARQUETTE AV | LEWIS HANNA B      | 2303 JACQUELINE     | DENTON        | TX 76205   | \$126.35   |
| 24-612-000-0642-00 | 591.0  | MARY         | VANDAM MICHAEL     | 591 MARY            | MUSKEGON      | MI 49441   | \$994.35   |
| 24-612-000-0622-00 | 484.0  | MARY ST      | CARTER KEITH L/GIL | 484 MARY ST         | MUSKEGON      | MI 49442   | \$126.35   |
| 24-612-000-0639-00 | 561.0  | MARY ST      | CITY OF MUSKEGON   | 933 TERRACE ST      | MUSKEGON      | MI 49443   | \$252.70   |

## AMENDED SW2004

## AMENDED SPECIAL ASSESSMENT ROLL

| PARCEL             | @      | OWNER         | MAILING ADDRESS   |                 |          |            | TOTAL      |
|--------------------|--------|---------------|-------------------|-----------------|----------|------------|------------|
| 24-613-000-0681-00 | 254.0  | MEEKING ST    | CITY OF MUSKEGON  | 933 TERRACE ST  | MUSKEGON | MI 49443   | \$252.70   |
| 24-613-000-0683-00 | 270.0  | MEEKING ST    | CITY OF MUSKEGON  | 933 TERRACE ST  | MUSKEGON | MI 49443   | \$520.55   |
| 24-613-000-0671-00 | 317.0  | MEEKING ST    | PROCTOR VIKI      | 317 MEEKING ST  | MUSKEGON | MI 49442   | \$138.98   |
| 24-613-000-0670-00 | 323.0  | MEEKING ST    | RONE JACQUELINE   | 323 MEEKING ST  | MUSKEGON | MI 49442   | \$882.67   |
| 24-613-000-0755-00 | 1175.0 | MORGAN AVE    | CITY OF MUSKEGON  | 933 TERRACE ST  | MUSKEGON | MI 49443   | \$385.36   |
| 24-613-000-0734-00 | 1188.0 | MORGAN AVE    | HOLMBERG WILLIAM  | 1188 MORGAN AVE | MUSKEGON | MI 49442   | \$1,907.85 |
| 24-613-000-0750-00 | 1241.0 | MORGAN AVE    | AUSTIN MICHAEL O  | 1241 MORGAN AVE | MUSKEGON | MI 49442   | \$758.09   |
| 24-613-000-0746-00 | 1271.0 | MORGAN AVE    | MCWHINNIE TODD    | 1276 ADAMS AVE  | MUSKEGON | MI 49442   | \$272.91   |
| 24-613-000-0743-10 | 1274.0 | MORGAN AVE    | OLSON DONN M      | 1274 MORGAN AVE | MUSKEGON | MI 49442   | \$271.65   |
| 24-613-000-0868-00 | 1294.0 | MORGAN AVE    | TRUITT PROPERTY   | PO BOX 0731     | MUSKEGON | MI 49443-0 | \$126.35   |
| 24-613-000-0870-00 | 1318.0 | MORGAN AVE    | RICHARDS TIMOTHY  | 1318 MORGAN AVE | MUSKEGON | MI 49442   | \$657.01   |
| 24-613-000-0863-00 | 1323.0 | MORGAN AVE    | ST AMOUR ANNA     | 1323 MORGAN AVE | MUSKEGON | MI 49442   | \$101.08   |
| 24-182-000-0026-00 | 1425.0 | MORGAN AVE    | CHOICE PROPERTIE  | 1893 GREENWOODS | JENISON  | MI 49428   | \$209.74   |
| 24-182-000-0025-00 | 1441.0 | MORGAN AVE    | FOSTER EYVETTE Y/ | 1441 MORGAN AVE | MUSKEGON | MI 49442   | \$635.53   |
| 24-182-000-0023-00 | 1463.0 | MORGAN AVE    | HAYNES JOHN       | 1463 MORGAN AVE | MUSKEGON | MI 49442-0 | \$822.52   |
| 24-613-000-0889-00 | 1482.0 | MORGAN AVE    | WILLIAMS JAMES/JE | 1482 MORGAN AVE | MUSKEGON | MI 49442-1 | \$1,134.60 |
| 24-610-000-0056-00 | 1422.0 | OAK AVE       | BIBBS COREY E/TRA | 1422 OAK AVE    | MUSKEGON | MI 49442   | \$391.68   |
| 24-760-000-0066-00 | 556.0  | QUARTERLINE R | TURRELL WILLIAM   | 1426 NEECE      | MUSKEGON | MI 49441   | \$397.99   |

## AMENDED SW2004

## AMENDED SPECIAL ASSESSMENT ROLL

| PARCEL             | @      | OWNER      | MAILING ADDRESS     |                   |            |            | TOTAL      |
|--------------------|--------|------------|---------------------|-------------------|------------|------------|------------|
| 24-613-000-0776-00 | 317.0  | ROBERTS ST | HOLMES KEVIN S      | 317 ROBERTS ST    | MUSKEGON   | MI 49442   | \$266.59   |
| 24-613-000-0790-20 | 320.0  | ROBERTS ST | HALLMARK HOMES      | 2027 HYDE PARK RD | N MUSKEGON | MI 49445   | \$260.28   |
| 24-613-000-0790-30 | 332.0  | ROBERTS ST | HALLMARK HOMES &    | 2027 HYDE PARK RD | N MUSKEGON | MI 49445   | \$126.35   |
| 24-613-000-0771-00 | 371.0  | ROBERTS ST | SELANDER DAVID H    | 371 ROBERTS ST    | MUSKEGON   | MI 49442   | \$252.70   |
| 24-613-000-0865-00 | 262.0  | SCHOOL ST  | MARTINEZ CECILIA Y  | 262 SCHOOL ST     | MUSKEGON   | MI 49442   | \$75.81    |
| 24-611-000-0310-00 | 539.0  | SCHOOL ST  | NELSON ALMA         | 539 SCHOOL ST     | MUSKEGON   | MI 49442   | \$126.35   |
| 24-611-000-0253-00 | 586.0  | SCHOOL ST  | TENBRINK ETHEL M    | 586 SCHOOL ST     | MUSKEGON   | MI 49442   | \$838.00   |
| 24-611-000-0237-00 | 621.0  | SCHOOL ST  | WILLIAMS ALMA       | 621 SCHOOL ST     | MUSKEGON   | MI 49442   | \$1,075.42 |
| 24-611-000-0190-00 | 635.0  | SCHOOL ST  | MEEKS KEVIN/WINTE   | 376 W GRAND AVE   | MUSKEGON   | MI 49441-2 | \$94.76    |
| 24-612-000-0556-00 | 1026.0 | WESLEY AVE | WILSON WILLIE C JR/ | 1026 WESLEY       | MUSKEGON   | MI 49442   | \$252.70   |
| 24-612-000-0560-00 | 1064.0 | WESLEY AVE | KIEFT DEBORAH       | 1064 WESLEY AVE   | MUSKEGON   | MI 49442   | \$240.06   |
| 24-612-000-0562-00 | 1080.0 | WESLEY AVE | GRAY JAMES E/LOUI   | 1080 WESLEY AVE   | MUSKEGON   | MI 49442   | \$246.38   |
| 24-612-000-0563-00 | 1094.0 | WESLEY AVE | HERRERA SANTIAGO    | 1094 WESLEY AVE   | MUSKEGON   | MI 49442   | \$868.10   |
| 24-612-000-0490-00 | 1188.0 | WESLEY AVE | CITY OF MUSKEGON    | 933 TERRACE ST    | MUSKEGON   | MI 49443   | \$1,400.44 |
| 24-611-000-0246-00 | 1212.0 | WESLEY AVE | BURREL ONESIPHOR    | 212 SCHOOL ST     | MUSKEGON   | MI 49442   | \$128.87   |
| 24-611-000-0244-00 | 1215.0 | WESLEY AVE | CLINCY MARK E/BET   | 1215 WESLEY AVE   | MUSKEGON   | MI 49442   | \$1,122.63 |
| 24-611-000-0241-00 | 1245.0 | WESLEY AVE | BRUSH DAVID/KIMBE   | 1245 WESLEY AVE   | MUSKEGON   | MI 49442   | \$544.86   |
| 24-611-000-0250-00 | 1258.0 | WESLEY AVE | CITY OF MUSKEGON    | 933 TERRACE ST    | MUSKEGON   | MI 49443   | \$145.30   |

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## AMENDED SPECIAL ASSESSMENT ROLL

| PARCEL             | @                 | OWNER              | MAILING ADDRESS                     | TOTAL      |
|--------------------|-------------------|--------------------|-------------------------------------|------------|
| 24-611-000-0239-00 | 1263.0 WESLEY AVE | GREAT LAKES HOUS   | 2897 TAFT SW SUITE WYOMING MI 49509 | \$252.70   |
| 24-611-000-0255-00 | 1312.0 WESLEY AVE | ZACKERY RICHARD    | 1312 WESLEY AVE MUSKEGON MI 49442   | \$126.35   |
| 24-611-000-0257-00 | 1330.0 WESLEY AVE | N & N ASSOCIATES L | 420 CARMEN DR SPRING LAKE MI 49456  | \$1,247.29 |
| 24-611-000-0232-00 | 1349.0 WESLEY AVE | MCBRIDE REGINA F   | 1349 WESLEY AVE MUSKEGON MI 49442   | \$1,346.37 |
| 24-611-000-0231-00 | 1361.0 WESLEY AVE | ASHLEY MONNIE      | 480 CRESTON ST MUSKEGON MI 49442    | \$252.70   |
| 24-611-000-0228-00 | 1389.0 WESLEY AVE | COLLISON GLENNA    | 1389 WESLEY AVE MUSKEGON MI 49442   | \$248.40   |
| 24-611-000-0226-00 | 1421.0 WESLEY AVE | BRUCE ROYLES/BILL  | 616 CRESTON AVE MUSKEGON MI 49442   | \$379.04   |
| 24-611-000-0222-00 | 1457.0 WESLEY AVE | CARSON CATISA      | 1457 WESLEY AVE MUSKEGON MI 49442-2 | \$758.09   |
| 24-611-000-0272-00 | 1524.0 WESLEY AVE | ASHLEY JEFFREY R/  | 1524 WESLEY AVE MUSKEGON MI 49442   | \$252.70   |
| 24-611-000-0274-00 | 1560.0 WESLEY AVE | TATE SHAWN M       | 1560 WESLEY AVE MUSKEGON MI 49442   | \$1,250.84 |

H-1572

HEARING DATE

MARCH 14, 2006

AMENDED SW2004

## AMENDED SPECIAL ASSESSMENT ROLL

| PARCEL | @ | OWNER | MAILING ADDRESS | TOTAL               |
|--------|---|-------|-----------------|---------------------|
| TOTALS |   |       |                 | <u>\$129,441.35</u> |

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

### BOARD OF ASSESSORS

LARRY MILLARD, ACTING DIRECTOR, COUNTY EQUALIZATION BOARD

STEPHEN GAWRON CITY COMMISSIONER DATE

LAWRENCE SPATARO CITY COMMISSIONER DATE

Date: March 14, 2006  
To: Honorable Mayor and City Commissioners  
From: Engineering  
RE: Consideration of Bids  
Forest Ave. Davis to Ruddiman (H-1616)

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#### SUMMARY OF REQUEST:

Award the paving, using asphalt material, contract (H-1616) for Forest Ave., Davis to Ruddiman to Felco Contractors, Inc. since they were the lowest, see attached bid tabulation, bidder with a bid price of \$42,575.20. While Felco is the lowest bidder, he failed to fill out the disadvantage contractor affidavit as part of the bid submittal.

#### FINANCIAL IMPACT:

The construction cost \$42,575.20 plus engineering cost which is estimated at an additional 15%.

#### BUDGET ACTION REQUIRED:

None.

#### STAFF RECOMMENDATION:

Award the contract to Felco Contractors, Inc. if the City Commission desires to waive the bid irregularity of not completing the disadvantage contractor affidavit.

#### COMMITTEE RECOMMENDATION:



**H-1616 FOREST AVE. RUDDIMAN ST. TO DAVIS ST.  
BID TABULATION 03/07/06**

| CONTRACTOR<br>ADDRESS<br>CITY/ST/ZIP |                                          |          |       | ENGINEER'S<br>ESTIMATE |             | MCCORMICK SAND<br>5430 RUSSELL RD<br>TWIN LAKE, MI 49457 |             | QUANTUM CONSTRUCTION<br>PO BOX 321<br>DOUGLAS, MI 49406 |             | FELCO CONTRACTORS<br>856 PULASKI AVE.<br>MUSKEGON, MI 49441 |             | WADEL STABILIZATION<br>2500 N. OCEANA DR.<br>HART, MI 49420 |             | DOUBLE L ENTERPRISES<br>5215 INDUSTRIAL PK RD<br>MONTAGUE, MI 49437 |             |
|--------------------------------------|------------------------------------------|----------|-------|------------------------|-------------|----------------------------------------------------------|-------------|---------------------------------------------------------|-------------|-------------------------------------------------------------|-------------|-------------------------------------------------------------|-------------|---------------------------------------------------------------------|-------------|
|                                      | ITEM OF WORK                             | UNIT     | QTY   | UNIT COST              | TOTAL PRICE | UNIT COST                                                | TOTAL PRICE | UNIT COST                                               | TOTAL PRICE | UNIT COST                                                   | TOTAL PRICE | UNIT COST                                                   | TOTAL PRICE | UNIT COST                                                           | TOTAL PRICE |
| 1                                    | ADJUST CATCH BASIN CASTING               | EA.      | 1     | \$200.00               | \$200.00    | \$ 500.00                                                | \$ 500.00   | \$ 265.00                                               | \$ 265.00   | \$ 400.00                                                   | \$ 400.00   | \$ 600.00                                                   | \$ 600.00   | \$ 250.00                                                           | \$ 250.00   |
| 2                                    | AGGREGATE BASE COURSE 22A @ 6" C.I.P.    | SQ.YD.   | 763   | \$6.25                 | \$4,768.75  | \$ 9.66                                                  | \$ 7,370.58 | \$ 11.00                                                | \$ 8,393.00 | \$ 6.50                                                     | \$ 4,959.50 | \$ 6.50                                                     | \$ 4,959.50 | \$ 5.00                                                             | \$ 3,815.00 |
| 3                                    | BIT. LEVELING MIX 3C @ 165#/S.Y.         | TON      | 70    | \$47.00                | \$3,290.00  | \$ 53.50                                                 | \$ 3,745.00 | \$ 54.00                                                | \$ 3,780.00 | \$ 52.00                                                    | \$ 3,640.00 | \$ 51.00                                                    | \$ 3,570.00 | \$ 50.88                                                            | \$ 3,561.60 |
| 4                                    | BIT. TOP MIX 4C @ 165#/S.Y.              | TON      | 70    | \$49.00                | \$3,430.00  | \$ 59.50                                                 | \$ 4,165.00 | \$ 60.00                                                | \$ 4,200.00 | \$ 62.00                                                    | \$ 4,340.00 | \$ 56.60                                                    | \$ 3,962.00 | \$ 56.55                                                            | \$ 3,958.50 |
| 5                                    | BORROW FILL SAND 2NS                     | CU.YD.   | 307   | \$7.50                 | \$2,302.50  | \$ 20.20                                                 | \$ 6,201.40 | \$ 16.25                                                | \$ 4,988.75 | \$ 4.00                                                     | \$ 1,228.00 | \$ 18.50                                                    | \$ 5,679.50 | \$ 18.18                                                            | \$ 5,581.26 |
| 6                                    | CATCH BASIN CASTING E.J.#7045 OR EQUAL   | EACH     | 1     | \$650.00               | \$650.00    | \$ 700.00                                                | \$ 700.00   | \$ 775.00                                               | \$ 775.00   | \$ 700.00                                                   | \$ 700.00   | \$ 550.00                                                   | \$ 550.00   | \$ 603.56                                                           | \$ 603.56   |
| 7                                    | CEMENT                                   | TONS     | 3     | \$110.00               | \$330.00    | \$ 185.00                                                | \$ 555.00   | \$ 185.00                                               | \$ 555.00   | \$ 66.00                                                    | \$ 198.00   | \$ 250.00                                                   | \$ 750.00   | \$ 100.00                                                           | \$ 300.00   |
| 8                                    | CONC. CURB & GUTTER STD. DETAIL 1.       | LIN. FT. | 572   | \$16.00                | \$9,152.00  | \$ 11.20                                                 | \$ 6,406.40 | \$ 12.00                                                | \$ 6,864.00 | \$ 12.00                                                    | \$ 6,864.00 | \$ 12.00                                                    | \$ 6,864.00 | \$ 17.20                                                            | \$ 9,838.40 |
| 9                                    | CONC. DRIVE APPROACH 6" STD.             | SQ.YD.   | 161.5 | \$28.50                | \$4,602.75  | \$ 23.05                                                 | \$ 3,722.58 | \$ 24.00                                                | \$ 3,876.00 | \$ 28.00                                                    | \$ 4,522.00 | \$ 27.00                                                    | \$ 4,360.50 | \$ 25.50                                                            | \$ 4,118.25 |
| 10                                   | CONC. SIDEWALK 4"                        | SQ.FT.   | 163.4 | \$3.75                 | \$612.75    | \$ 3.00                                                  | \$ 490.20   | \$ 2.75                                                 | \$ 449.35   | \$ 4.00                                                     | \$ 653.60   | \$ 3.10                                                     | \$ 506.54   | \$ 12.50                                                            | \$ 2,042.50 |
| 11                                   | EXCAVATION                               | C.Y.     | 603.1 | \$10.00                | \$6,031.00  | \$ 7.20                                                  | \$ 4,342.32 | \$ 10.00                                                | \$ 6,031.00 | \$ 11.00                                                    | \$ 6,634.10 | \$ 12.00                                                    | \$ 7,237.20 | \$ 12.98                                                            | \$ 7,828.24 |
| 12                                   | REMOVING CONC. CURB                      | LIN. FT. | 8     | \$10.00                | \$80.00     | \$ 25.00                                                 | \$ 200.00   | \$ 32.00                                                | \$ 256.00   | \$ 10.00                                                    | \$ 80.00    | \$ 50.00                                                    | \$ 400.00   | \$ 13.50                                                            | \$ 108.00   |
| 13                                   | REMOVING CONC. CURB & GUTTER             | LIN. FT. | 2     | \$16.00                | \$32.00     | \$ 25.00                                                 | \$ 50.00    | \$ 52.00                                                | \$ 104.00   | \$ 10.00                                                    | \$ 20.00    | \$ 100.00                                                   | \$ 200.00   | \$ 26.00                                                            | \$ 52.00    |
| 14                                   | REMOVING CONC. DRIVE APPROACH            | SQ.YD.   | 21    | \$15.00                | \$315.00    | \$ 9.00                                                  | \$ 189.00   | \$ 25.00                                                | \$ 525.00   | \$ 7.00                                                     | \$ 147.00   | \$ 15.00                                                    | \$ 315.00   | \$ 9.00                                                             | \$ 189.00   |
| 15                                   | REMOVING CONC. SIDEWALK                  | SQ.FT.   | 142   | \$1.00                 | \$142.00    | \$ 1.50                                                  | \$ 213.00   | \$ 2.00                                                 | \$ 284.00   | \$ 7.00                                                     | \$ 994.00   | \$ 5.00                                                     | \$ 710.00   | \$ 1.00                                                             | \$ 142.00   |
| 16                                   | REMOVING TREES > 30"                     | EA.      | 1     | \$1,500.00             | \$1,500.00  | \$ 1,000.00                                              | \$ 1,000.00 | \$ 325.00                                               | \$ 325.00   | \$ 2,000.00                                                 | \$ 2,000.00 | \$ 1,000.00                                                 | \$ 1,000.00 | \$ 500.00                                                           | \$ 500.00   |
| 17                                   | SUBBASE UNDERDRAIN 6" WRAPPED IN GEOTEXT | LIN. FT. | 200   | \$8.00                 | \$1,600.00  | \$ 8.00                                                  | \$ 1,600.00 | \$ 9.50                                                 | \$ 1,900.00 | \$ 11.00                                                    | \$ 2,200.00 | \$ 12.00                                                    | \$ 2,400.00 | \$ 6.70                                                             | \$ 1,340.00 |
| 18                                   | TERRACE GRADING                          | LIN. FT. | 285   | \$11.00                | \$3,135.00  | \$ 14.00                                                 | \$ 3,990.00 | \$ 13.25                                                | \$ 3,776.25 | \$ 7.00                                                     | \$ 1,995.00 | \$ 12.00                                                    | \$ 3,420.00 | \$ 13.00                                                            | \$ 3,705.00 |
| 19                                   | TRAFFIC CONTROL                          | LUMP     | 1     | \$5,000.00             | \$5,000.00  | \$ 1,300.00                                              | \$ 1,300.00 | \$ 900.00                                               | \$ 900.00   | \$ 1,000.00                                                 | \$ 1,000.00 | \$ 3,000.00                                                 | \$ 3,000.00 | \$ 1,500.00                                                         | \$ 1,500.00 |
|                                      |                                          |          |       |                        |             |                                                          |             |                                                         |             |                                                             |             |                                                             |             |                                                                     |             |
| TOTAL                                |                                          |          |       | \$47,173.75            |             | \$46,740.48                                              |             | \$48,247.35                                             |             | \$42,575.20                                                 |             | \$50,484.24                                                 |             | \$49,433.31                                                         |             |

Date: March 14, 2006  
To: Honorable Mayor and City Commissioners  
From: Engineering  
RE: Consideration of Bids  
Cherry St., Wilcox to Thompson (H-1605)

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#### SUMMARY OF REQUEST:

Award the paving, using asphalt material, contract (H-1605) for Cherry, Wilcox to Thompson to Felco Contractors, Inc. since they were the lowest, see attached bid tabulation, bidder with a bid price of \$47,869.50. While Felco is the lowest bidder, he failed to fill out the disadvantage contractor affidavit as part of the bid submittal.

#### FINANCIAL IMPACT:

The construction cost \$47869.50 plus engineering cost which is estimated at an additional 15%.

#### BUDGET ACTION REQUIRED:

None.

#### STAFF RECOMMENDATION:

Award the contract to Felco Contractors, Inc, if the City Commission desires to waive the bid irregularity of not completing the disadvantage contractor affidavit.

#### COMMITTEE RECOMMENDATION:

**H-1605 CHERRY ST., WILCOX AVE. TO THOMPSON AVE.  
 BID TABULATION 03/07/06**

| CONTRACTOR<br>ADDRESS<br>CITY/ST/ZIP |                                        |          |      | ENGINEER'S<br>ESTIMATE |             | MCCORMICK SAND<br>5430 RUSSELL RD<br>TWIN LAKE, MI 49457 |              | QUANTUM CONSTRUCTION<br>PO BOX 321<br>DOUGLAS, MI 49406 |              | FELCO CONTRACTORS<br>856 PULASKI AVE.<br>MUSKEGON, MI 49441 |             | WADEL STABILIZATION<br>2500 N. OCEANA DR.<br>HART, MI 49420 |              | DOUBLE L ENTERPRISES<br>5215 INDUSTRIAL PK RD<br>MONTAGUE, MI 49437 |              |             |
|--------------------------------------|----------------------------------------|----------|------|------------------------|-------------|----------------------------------------------------------|--------------|---------------------------------------------------------|--------------|-------------------------------------------------------------|-------------|-------------------------------------------------------------|--------------|---------------------------------------------------------------------|--------------|-------------|
|                                      | ITEM OF WORK                           | UNIT     | QTY  | UNIT COST              | TOTAL PRICE | UNIT COST                                                | TOTAL PRICE  | UNIT COST                                               | TOTAL PRICE  | UNIT COST                                                   | TOTAL PRICE | UNIT COST                                                   | TOTAL PRICE  | UNIT COST                                                           | TOTAL PRICE  |             |
| 1                                    | AGGREGATE BASE COURSE 22A, 6" C.I.P.   | SQ.YD.   | 1085 | \$6.00                 | \$6,510.00  | \$ 9.50                                                  | \$ 10,307.50 | \$ 11.50                                                | \$ 12,477.50 | \$ 6.50                                                     | \$ 7,052.50 | \$ 5.75                                                     | \$ 6,238.75  | \$ 4.51                                                             | \$ 4,893.35  |             |
| 2                                    | BITUMINOUS LEVELING MIX 3C @ 165#/S.Y. | TON      | 98   | \$65.00                | \$6,370.00  | \$ 53.00                                                 | \$ 5,194.00  | \$ 53.00                                                | \$ 5,194.00  | \$ 52.00                                                    | \$ 5,096.00 | \$ 50.20                                                    | \$ 4,919.60  | \$ 50.14                                                            | \$ 4,913.72  |             |
| 3                                    | BITUMINOUS TOP MIX 4C @ 165#/S.Y.      | TON      | 94   | \$70.00                | \$6,580.00  | \$ 57.00                                                 | \$ 5,358.00  | \$ 57.00                                                | \$ 5,358.00  | \$ 56.00                                                    | \$ 5,264.00 | \$ 54.40                                                    | \$ 5,113.60  | \$ 54.82                                                            | \$ 5,153.08  |             |
| 4                                    | CONCRETE CURB & GUTTER, STD DETAIL 1   | LIN. FT. | 805  | \$10.00                | \$8,050.00  | \$ 11.00                                                 | \$ 8,855.00  | \$ 12.00                                                | \$ 9,660.00  | \$ 12.00                                                    | \$ 9,660.00 | \$ 11.50                                                    | \$ 9,257.50  | \$ 17.20                                                            | \$ 13,846.00 |             |
| 5                                    | CONCRETE DRIVE APPROACH 6" STD.        | SQ.YD.   | 106  | \$26.00                | \$2,756.00  | \$ 25.00                                                 | \$ 2,650.00  | \$ 20.00                                                | \$ 2,120.00  | \$ 28.00                                                    | \$ 2,968.00 | \$ 23.50                                                    | \$ 2,491.00  | \$ 25.50                                                            | \$ 2,703.00  |             |
| 6                                    | CONCRETE SIDEWALK, 4", TYPE 1 RAMPS    | SQ.FT.   | 297  | \$3.00                 | \$891.00    | \$ 5.30                                                  | \$ 1,574.10  | \$ 4.25                                                 | \$ 1,262.25  | \$ 8.00                                                     | \$ 2,376.00 | \$ 4.50                                                     | \$ 1,336.50  | \$ 12.50                                                            | \$ 3,712.50  |             |
| 7                                    | EXCAVATION                             | CU. YD.  | 893  | \$6.00                 | \$5,358.00  | \$ 7.50                                                  | \$ 6,697.50  | \$ 9.25                                                 | \$ 8,260.25  | \$ 11.00                                                    | \$ 9,823.00 | \$ 13.50                                                    | \$ 12,055.50 | \$ 11.96                                                            | \$ 10,680.28 |             |
| 8                                    | REMOVING CONCRETE CURB                 | LIN. FT. | 30   | \$10.00                | \$300.00    | \$ 15.00                                                 | \$ 450.00    | \$ 8.00                                                 | \$ 240.00    | \$ 5.00                                                     | \$ 150.00   | \$ 20.00                                                    | \$ 600.00    | \$ 7.85                                                             | \$ 235.50    |             |
| 9                                    | REMOVING CONCRETE SIDEWALK             | SQ.FT.   | 238  | \$6.00                 | \$1,428.00  | \$ 1.50                                                  | \$ 357.00    | \$ 2.00                                                 | \$ 476.00    | \$ 7.00                                                     | \$ 1,666.00 | \$ 2.00                                                     | \$ 476.00    | \$ 1.00                                                             | \$ 238.00    |             |
| 10                                   | TERRACE GRADING                        | LIN. FT. | 402  | \$26.00                | \$10,452.00 | \$ 29.25                                                 | \$ 11,758.50 | \$ 19.50                                                | \$ 7,839.00  | \$ 7.00                                                     | \$ 2,814.00 | \$ 10.00                                                    | \$ 4,020.00  | \$ 13.00                                                            | \$ 5,226.00  |             |
| 11                                   | TRAFFIC CONTROL                        | LUMP     | 1    | \$3,000.00             | \$3,000.00  | \$ 1,415.00                                              | \$ 1,415.00  | \$ 900.00                                               | \$ 900.00    | \$ 1,000.00                                                 | \$ 1,000.00 | \$ 2,500.00                                                 | \$ 2,500.00  | \$ 1,600.00                                                         | \$ 1,600.00  |             |
| TOTAL                                |                                        |          |      |                        |             | \$45,185.00                                              |              | \$54,616.60                                             |              | \$53,787.00                                                 |             | \$47,869.50                                                 |              | \$49,008.45                                                         |              | \$53,201.43 |
|                                      |                                        |          |      |                        |             |                                                          |              |                                                         |              |                                                             |             | *****ITEM 3 READ AS \$5331.20                               |              | ***ITEM 3 READ AS \$5106.08                                         |              |             |

## Community Development Block Grant

| Organization/Agency            | Activity                                                   | Amount Requested   | Administration Recommendation | CDC Rec            | City Commission Preliminary Rec. | City Comm Final Determination |
|--------------------------------|------------------------------------------------------------|--------------------|-------------------------------|--------------------|----------------------------------|-------------------------------|
| Love INC                       | Handicap Ramps                                             | \$10,000           | \$2,500                       | \$2,500            |                                  |                               |
| American Red Cross             | Senior Transit                                             | \$5,000 ✓          | \$2,500                       | \$2,500            |                                  |                               |
| West Michigan Veterans         | Food Bank/Transportation                                   | \$5,000 ✓          | \$2,500                       | \$2,500            |                                  |                               |
| Sacred Suds                    | Laundry/Shower                                             | \$6,000            | \$2,500                       | \$2,500            |                                  |                               |
| DPW                            | Senior Transit                                             | \$58,735           | \$40,000                      | \$40,000           |                                  |                               |
| CDBG Code Enforcement          | Code Enforcement                                           | \$40,000           | \$40,000                      | \$40,000           |                                  |                               |
| Community Economic Development | Façade                                                     | \$20,000           | \$5,000                       | \$5,000            |                                  |                               |
| CDBG Service Delivery          | Delivery Service                                           | \$100,000          | \$62,500                      | \$62,500           |                                  |                               |
| Finance Bond Repayment         | Bond                                                       | \$245,000          | \$242,500                     | \$242,500          |                                  |                               |
| HealthCare                     | Health Outreach                                            | \$5,500 ✓          | \$2,500                       | \$2,500            |                                  |                               |
| Legal Aid                      | Legal Services                                             | \$15,000           | \$2,500                       | \$2,500            |                                  |                               |
| Cornerstone Optometry          | Optometry                                                  | \$89,000           | \$0                           | \$0                |                                  |                               |
| CDBG Administration            | Admin                                                      | \$200,000          | \$178,000                     | \$178,000          |                                  |                               |
| Street Construction            | Street                                                     | \$40,000           | \$30,000                      | \$30,000           |                                  |                               |
| Leisure Services               | Recreation                                                 | \$87,318           | \$65,000                      | \$65,000           |                                  |                               |
| CDBG Siding                    | Siding                                                     | \$225,000          | \$150,000                     | \$150,000          |                                  |                               |
| CDBG Emergency Repair          | Emergency Repair                                           | \$225,000          | \$160,000                     | \$160,000          |                                  |                               |
| Planning Lot Clean up          | Lot Maintenance                                            | \$40,000           | \$28,000                      | \$28,000           |                                  |                               |
| Dangerous Buildings            | Demolition                                                 | \$115,000          | \$43,000                      | \$43,000           |                                  |                               |
|                                | <b>Total CDBG Request</b>                                  | <b>\$1,531,553</b> | <b>\$1,059,000</b>            | <b>\$1,059,000</b> |                                  |                               |
|                                | <b>Total CDBG Allocated + PI</b>                           | <b>\$1,060,145</b> | <b>\$1,060,145</b>            | <b>\$1,060,145</b> | <b>\$1,060,145</b>               | <b>\$1,060,145</b>            |
|                                | <b>Allocated/Request Difference</b>                        | <b>(\$471,408)</b> | <b>\$1,145</b>                | <b>\$1,145</b>     |                                  |                               |
|                                | <b>Total Amt of Public Service*</b>                        |                    |                               |                    |                                  |                               |
|                                | <b>Public Service mandated Amt &lt;= to 15% Difference</b> |                    |                               |                    |                                  |                               |
|                                | <b>Total Amt of City Administration Request**</b>          |                    |                               |                    |                                  |                               |

Administrative mandated Amt < 20%  
Difference

## HOME

| Organization/Agency                        | Activity                              | Amount Requested | Administration Recommendation <i>amend</i> | CDC Rec          | City Commission Preliminary Rec. | City Comm Final Determination |
|--------------------------------------------|---------------------------------------|------------------|--------------------------------------------|------------------|----------------------------------|-------------------------------|
| Community & Neighborhood Services          | HOME Administration                   | \$30,176         | \$30,176                                   | \$30,176         |                                  |                               |
| Community & Neighborhood Services          | HOME Tax Reverted Rehabilitation      | \$100,000        | \$100,000                                  | \$100,000        |                                  |                               |
| Community & Neighborhood Services          | HOME Rental Rehabilitation            | \$50,000         | \$45,000 <i>25,000</i>                     | \$45,000         | <i>0</i>                         |                               |
| Community & Neighborhood Services          | HOME Infill New Construction          | \$85,000         | \$110,000 <i>85,000</i>                    | \$110,000        |                                  |                               |
| Muskegon County Habitat for Humanity       | Infrastructure/construction (5 homes) | \$100,000        | \$0                                        | \$0              | <i>35,000</i>                    |                               |
| Neighborhood Investment Corporation        | Home purchase rehab loans             | \$95,000         | \$60,000                                   | \$60,000         | <i>70,000</i>                    |                               |
| <b>Total HOME Request</b>                  |                                       | <b>\$460,176</b> | <b>\$345,176</b>                           | <b>\$345,176</b> |                                  |                               |
| <b>Total HOME Allocated</b>                |                                       | <b>\$301,767</b> | <b>\$301,767</b>                           | <b>\$301,767</b> |                                  |                               |
| <b>(+) Program Income</b>                  |                                       | <b>\$45,000</b>  | <b>\$45,000</b>                            | <b>\$45,000</b>  |                                  |                               |
|                                            |                                       | <b>\$346,767</b> | <b>\$346,767</b>                           | <b>\$346,767</b> |                                  |                               |
| Allocated/Request Difference               |                                       | (\$113,409)      | \$1,591                                    | \$1,591          |                                  |                               |
| <b>Total Amt of HOME Administration***</b> |                                       |                  |                                            |                  |                                  |                               |
| <b>Total Amt mandated Amt = 10%</b>        |                                       |                  |                                            |                  |                                  |                               |
| Difference                                 |                                       |                  |                                            |                  |                                  |                               |
| <b>Total Amt of HOME CHDO request****</b>  |                                       |                  |                                            |                  |                                  |                               |
| <b>Total Amt mandated 15%</b>              |                                       |                  |                                            |                  |                                  |                               |
| Difference                                 |                                       |                  |                                            |                  |                                  |                               |

### NOTE:

- \*Public Service
- \*\* City CDBG Administration
- \*\*\*Home Administration
- \*\*\*\*CHDO Request

O:\COMMON\EXCEL\2006-2007 CDBG  
( SHEET:CDBG-HOME ACT)