CITY OF MUSKEGON

CITY COMMISSION MEETING

FEBRUARY 12, 2008

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. Recommendations for the Various Boards and Committees. CITY CLERK
  - C. Response Agreement-Department of Veteran Affairs Police. PUBLIC SAFETY
  - D. Project Safe Neighborhood Sub-award Agreement. PUBLIC SAFETY
  - E. Traffic Department Materials and Services 2008. PUBLIC WORKS
  - F. Utility Boxes. PUBLIC WORKS
  - G. Budgeted Vehicle Replacement. PUBLIC WORKS
  - H. Purchase of 226 Catherine. COMMUNITY & NEIGHBORHOOD SERVICES
  - I. Selection of Contractors for Fair Housing Analysis. COMMUNITY & NEIGHBORHOOD SERVICES
  - J. Request for Encroachment Agreement for 379 W. Western Avenue. ENGINEERING
- PUBLIC HEARINGS:
  - A. Spreading of the Special Assessment Roll for Knollwood Court, Beach Street to End. ENGINEERING
  - B. Create Special Assessment District for Roblane Avenue, Quarterline Road to Marlane Street. ENGINEERING

C. Create Special Assessment District for Dale Avenue, Sanford Street to Peck Street. ENGINEERING

- **COMMUNICATIONS:**
- **CITY MANAGER'S REPORT:**
- **UNFINISHED BUSINESS:**

A. Amendment to the Zoning Ordinance – WM, Waterfront Marine Districts, Special Land Uses Permitted. PLANNING & ECONOMIC DEVELOPMENT (Tabled from January 22, 2008)

- **NEW BUSINESS:**

A. Sale of Property to the County of Muskegon. CITY MANAGER

B. Muskegon Events Committee. PLANNING & ECONOMIC DEVELOPMENT

C. Addition to 2008 Street Construction Plan – Beidler Street. CITY MANAGER

D. Municipal Service Agreement with Lac Vieux Desert Band of Lake Superior Chippewa Indians. CITY MANAGER

- **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 ANN MARIE BECKER, CITY CLERK, 933 TERRACE STREET, MUSKEGON, MI 49440 OR BY CALLING (231) 724-6705 OR TDD: (231) 724-4172.

CITY OF MUSKEGON

CITY COMMISSION MEETING

FEBRUARY 12, 2008

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, February 12, 2008.

Mayor Warmington opened the meeting with a prayer from George Monroe from the Evanston Avenue Baptist 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, Commissioners Lawrence Spataro, Sue Wierengo, Steve Wisneski, and Chris Carter, City Manager Bryon Mazade, City Attorney John Schrier, and City Clerk Ann Marie Becker.

Absent: Commissioner Clara Shepherd (arrived at 5:35 p.m.)

2008-15 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, January 22nd.

FINANCIAL IMPACT: None.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: Approval of the minutes.

B. Recommendations for the Various Boards and Committees. CITY CLERK

SUMMARY OF REQUEST: To concur with the recommendations from the Community Relations Committee regarding appointments.

FINANCIAL IMPACT: None.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: The Community Relations Committee recommended approval at their February 4th meeting.

C. <u>Response Agreement-Department of Veteran Affairs Police.</u> PUBLIC SAFETY

SUMMARY OF REQUEST: The Director of Public Safety is requesting approval to enter into a cooperative agreement with the United States Department of Veteran Affairs Police. This agreement, known as a "threshold agreement", coordinates public safety response to Veterans Affairs offices within the City, specifically: 165 East Apple Avenue, Suite 201. There are no costs associated with this agreement.

FINANCIAL IMPACT: None.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: Approval of the agreement.

D. <u>Project Safe Neighborhood Sub-award Agreement.</u> PUBLIC SAFETY

SUMMARY OF REQUEST: The United States Department of Justice, Office of Justice Programs, has awarded the Muskegon Police Department a $30,000 grant under the auspices of Project Safe Neighborhoods (PSN). PSN is a nationwide, anti-gun initiative. We have been a member of the PSN Federal Taskforce since its inception. The award money will be utilized to purchase equipment and technology that will aid us in the forensic processing of guns.

The award is being administered by Grand Valley State University, who serves as the Primary Awardee. The Director of Public Safety is asking that you authorize him to sign the appropriate grant award documents.

FINANCIAL IMPACT: None.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: Approval of the agreement.

E. <u>Traffic Department Materials and Services 2008.</u> PUBLIC WORKS

SUMMARY OF REQUEST: Contract with the Muskegon County Road Commission for the joint purchase of various Traffic Department materials and services. We have bid out these items with MCRC for the past eighteen years. By bidding together with MCRC and other municipalities we are able to get better unit prices because of larger quantity purchases.

FINANCIAL IMPACT:

Sign materials and services to be jointly bid:

Sign blanks - $1,400 approx.

Sign posts - $1,800 approx.

Sign sheeting - $2,000 approx.

Ready Made Signs - $2,000 approx.

Centerline painting - $17,000 approx.

Total - $24,200 ($24,800 in 2007)

BUDGET ACTION REQUIRED: None, this item is requested each year in the appropriate Highway budgets.

STAFF RECOMMENDATION: Approve the continued joint purchasing with the Muskegon County Road Commission for sign materials and services.

F. Utility Boxes. PUBLIC WORKS

SUMMARY OF REQUEST: Approval to purchase two truck utility boxes.

FINANCIAL IMPACT: Total Cost $8,850.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: Approve the purchase of two utility boxes from Hoekstra Truck Equipment.

G. Budgeted Vehicle Replacement. PUBLIC WORKS

SUMMARY OF REQUEST: Approval to purchase three 2008 Chevrolet Impalas from Berger Chevrolet.

FINANCIAL IMPACT: $45,648.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: Approve the purchase of three Chevrolet Impalas from Berger Chevrolet.

H. Purchase of 226 Catherine. COMMUNITY & NEIGHBORHOOD SERVICES

SUMMARY OF REQUEST: To approve the purchase of the property at 226 Catherine from the Muskegon County Land Bank for the price of $600. The parcel at 226 Catherine (City of Muskegon Revised Plat of 1903 W ½ Lot 7 Block 252) is currently owned by the Muskegon County Land Bank through the tax-reversion process.

After the Community and Neighborhood Services Department legally obtains the property at 226 Catherine, the parcel will be combined with the parcel at 218 Catherine, where the department recently completed a rehabilitation project. A garage will now be built on the 226 Catherine site to accompany the house at 218 Catherine. This will continue the City's aggressive neighborhood revitalization efforts.

FINANCIAL IMPACT: The $600 cost will come from the HOME funds.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: To approve the purchase from the Muskegon County Land Bank.

I. **Selection of Contractors for Fair Housing Analysis.** COMMUNITY & NEIGHBORHOOD SERVICES

SUMMARY OF REQUEST: To approve a contract with the Fair Housing Center of Southeastern Michigan for the production of a housing impediment study for Muskegon County, with special emphasis on the entitlement communities of Muskegon, Muskegon Heights and the City of Norton Shores. The total cost of the study is $29,000.

Since the aforementioned entitlement cities receive Community Development Block Grant funds from the US Department of Housing and Urban Development, all of the communities are required to produce an impediment study every two to three years. Due to the significant cost of having the impediment study completed, it has been agreed on by the three entitlement communities to share the cost of the study. In addition, the entitlement communities have also requested assistance from Muskegon County and several local banks.

At this time, the City of Muskegon's contribution will be between $7,500 and $10,000. It is hoped the cost can be decreased as more players are added to the contribution list.

FINANCIAL IMPACT: The final cost will be deducted from CDBG Administration Funding.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: To approve the CNS office to enter into a joint contract with the two other entitlement communities and the Fair Housing Center of Southeastern Michigan of Ann Arbor.

J. **Request for Encroachment Agreement for 379 W. Western Avenue.** ENGINEERING

SUMMARY OF REQUEST: Sidock Systems, LLC has submitted an encroachment agreement form requesting your permission to install a glass canopy 30' long and 7' 6" deep which will extend approximately 3' 6" into the Western Avenue public right-of-way.

FINANCIAL IMPACT: None.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: To approve the encroachment agreement to install the canopy.

Motion by Commissioner Carter, second by Vice Mayor Gawron to approve the Consent Agenda as read.

ROLL VOTE: Ayes: Warmington, Wierengo, Wisneski, Carter, Gawron, Shepherd, and Spataro

Nays: None

MOTION PASSES

2008-16 PUBLIC HEARINGS:

A. <u>Spreading of the Special Assessment Roll for Knollwood Court, Beach Street to End.</u> ENGINEERING

SUMMARY OF REQUEST: To hold a public hearing on the spreading of the special assessment for Knollwood Court from Beach Street to end and to adopt the resolution confirming the special assessment roll.

FINANCIAL IMPACT: A total of $21,508.76 would be spread against the 13 parcels abutting the project. The amount being spread is roughly $10 per foot below what the owners were expecting at the time of the creation of the district.

BUDGET ACTION REQUIRED: None at this time.

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

The Public Hearing opened to hear and consider any comments from the public. No comments were made.

Motion by Commissioner Carter, second by Commissioner Spataro to close the Public Hearing and approve the spreading of the special assessment roll for Knollwood Ct. from Beach Street to the end.

ROLL VOTE: Ayes: Wierengo, Wisneski, Carter, Gawron, Shepherd, Spataro, and Warmington

Nays: None

MOTION PASSES

B. <u>Create Special Assessment District for Roblane Avenue, Quarterline Road to Marlane Street.</u> ENGINEERING

SUMMARY OF REQUEST: To hold a public hearing on the proposed special assessment of the Roblane Avenue, Quarterline Road to Marlane Street project, 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 to hear and consider any comments from the public. No comments were made.

Motion by Commissioner Carter, second by Vice Mayor Gawron to close the Public Hearing and create the special assessment district for Roblane Avenue, Quarterline Road to Marlane Street.

ROLL VOTE: Ayes: Wisneski, Carter, Gawron, Shepherd, Spataro, Warmington, and Wierengo

Nays: None

MOTION PASSES

Mayor Warmington appointed Commissioner Wierengo and Commissioner Carter to the Board of Assessors.

C. **Create Special Assessment District for Dale Avenue, Sanford Street to Peck Street.** ENGINEERING

SUMMARY OF REQUEST: To hold a public hearing on the proposed special assessment of the Dale Avenue, Sanford Street to Peck Street project, 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 to hear and consider any comments from the public. No comments were made.

Motion by Commissioner Carter, second by Commissioner Spataro to close the Public Hearing and create the special assessment district for Dale Avenue, Sanford Street to Peck Street.

ROLL VOTE: Ayes: Carter, Gawron, Shepherd, Spataro, Warmington, Wierengo, and Wisneski

Nays: None

MOTION PASSES

Mayor Warmington appointed Commissioner Spataro and Vice Mayor Gawron to the Board of Assessors.

2008-17 UNFINISHED BUSINESS:

A. **Amendment to the Zoning Ordinance – WM, Waterfront Marine Districts, Special Land Uses Permitted.** PLANNING & ECONOMIC DEVELOPMENT (Tabled from January 22, 2008)

SUMMARY OF REQUEST: Request to amend Section 1901 (Special Land Uses Permitted) of Article XIX (WM, Waterfront Marine Districts) to allow an additional

special land use.

STAFF RECOMMENDATION: Staff recommends amendment of the Zoning Ordinance to allow an additional special land use in the WM, Waterfront Marine zoning district.

FINANCIAL IMPACT: None.

BUDGET ACTION REQUIRED: None.

COMMITTEE RECOMMENDATION: The Planning Commission recommended approval of the request at their January 10th meeting. The vote was unanimous with T. Michalski and B. Smith absent.

Motion by Commissioner Spataro, second by Commissioner Shepherd to approve the amendment to the zoning ordinance.

Motion by Commissioner Wierengo, second by Commissioner Spataro to table the amendment to the Zoning Ordinance Waterfront Marine Districts, Special Land Uses Permitted and refer it back to staff.

ROLL VOTE: Ayes: Shepherd, Spataro, Warmington, Wierengo, Wisneski, Carter, and Gawron

Nays: None

MOTION TO TABLE PASSES

2008-18 NEW BUSINESS:

A. Sale of Property to the County of Muskegon. CITY MANAGER

SUMMARY OF REQUEST: To approve the sale of property to the County of Muskegon for the construction of mental health facilities.

FINANCIAL IMPACT: The sale is for $1.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: To approve the sale and authorize the Mayor to execute the Purchase Agreement and Quit Claim deed.

Motion by Commissioner Carter, second by Commissioner Wierengo to approve the sale of property to the County of Muskegon.

ROLL VOTE: Ayes: Warmington, Wierengo, Wisneski, Carter, Gawron, and Shepherd

Nays: None

Abstain: Spataro

MOTION PASSES

B. Muskegon Events Committee. PLANNING & ECONOMIC DEVELOPMENT

SUMMARY OF REQUEST: A group of City Staff and representatives from Walker

Arena and the Convention & Visitors Bureau (CVB), have been meeting to plan events for Muskegon. The goal of the Committee is to provide residents of the area with events to attend and participate in, and to bring visitors to the area to enjoy Muskegon's natural resources, entertainment, dining, accommodations and shopping opportunities. Generating major events in the City will also create better usage of our City facilities (e.g., Walker Arena, beaches, parks). At this time, the Events Committee requests that the City Commission formally recognize the group as a Committee. This will assist in public relations, marketing and fundraising efforts.

FINANCIAL IMPACT: None at this time. However, with major events being generated in our community, the City will gain financially from visitors to the area through revenues at the various venues offered (e.g. restaurants, hotels, entertainment facilities).

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: To formally recognize the Muskegon Events Committee. Members currently consist of : Jill Foreman (CVB), Tony Lisman (Walker Arena), Ann Becker, Cathy Brubaker-Clarke, Lowell Kirksey, Bob Kuhn, Bryon Mazade, Tim Paul, Doug Sayles, and Bernadette Young. Additional members may be added, depending on the events being developed/coordinated.

Motion by Commissioner Spataro, second by Vice Mayor Gawron to recognize the Muskegon Events Committee as proposed.

ROLL VOTE: Ayes: Warmington, Wierengo, Wisneski, Carter, Gawron, Shepherd, and Spataro

Nays: None

MOTION PASSES

C. <u>Addition to 2008 Street Construction Plan – Beidler Street.</u> CITY MANAGER

SUMMARY OF REQUEST: To approve amending the 2008 street construction plan to add Beidler Street between Laketon and Southern Avenues. Funds have become available to do this project because Harbortowne Circle and Vincent Drive were dropped for the 2008 construction season.

FINANCIAL IMPACT: Approximately $575,000.

BUDGET ACTION REQUIRED: None at this time.

STAFF RECOMMENDATION: To approve the request.

Motion by Commissioner Spataro, second by Vice Mayor Gawron to approve the addition of Beidler Street to the 2008 street construction plan.

ROLL VOTE: Ayes: Wierengo, Wisneski, Carter, Gawron, Shepherd, Spataro, and

Warmington

Nays: None

MOTION PASSES

D. Municipal Service Agreement with Lac Vieux Desert Band of Lake Superior Chippewa Indians. CITY MANAGER

Motion by Commissioner Carter, second by Commissioner Wisneski to approve the Municipal Service Agreement with Lac Vieux Desert Band of Lake Superior Chippewa Indians.

ROLL VOTE: Ayes: Wisneski, Carter, Shepherd, Spataro, and Warmington

Nays: Gawron and Wierengo

MOTION PASSES

ADJOURNMENT: The City Commission Meeting adjourned at 6:35 p.m.

Respectfully submitted,

Ann Marie Becker, MMC
City Clerk

Date: **February 12, 2008**

To: **Honorable Mayor and City Commissioners**

From: **Ann Marie Becker, City Clerk**

RE: **Approval of Minutes**

SUMMARY OF REQUEST: To approve the minutes of the Regular Commission Meeting that was held on Tuesday, January 22nd.

FINANCIAL IMPACT: None.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: Approval of the minutes.

Date: **February 12, 2008**

To: **Honorable Mayor and City Commissioners**

From: **Ann Marie Becker, City Clerk**

RE: **Recommendations for the Various Boards and Committees**

SUMMARY OF REQUEST: To concur with the recommendations from the Community Relations Committee regarding appointments.

FINANCIAL IMPACT: None.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: The Community Relations Committee recommended approval at their February 4th meeting.

CITY OF MUSKEGON
COMMUNITY RELATIONS COMMITTEE
APPOINTMENTS TO COMMITTEES/BOARDS
February 4, 2008

Board of Review
Jack Rottman – citizen
Lawrence DeVoogd – citizen
Luther Dease – citizen

Citizen's Police Review Board
Doris Rucks – citizen at-large (declined position)
William O'Shanghnessy – neighborhood association representative

Construction Code Board of Appeals
John Smith – plumbing
Steven Lague – fire
Robert Lowder – electrical

Downtown Development Authority
Michael Kleaveland – interest in property in district
Ron Larson – citizen (application has been received)

Election Commission
Louis Spyke – citizen

Equal Opportunity Committee
Orlando Riley – citizen
Kristy Weberg – citizen
Brenda Loyd – citizen

Historic District Commission
Sue Thompson – citizen
Susan Kroes – reside or have occupational or financial interest in historic district

Housing Code Board of Appeals
Jonathan Rolewicz – citizen
Nick Kroes – citizen

Income Tax Board of Review
John Page – resident
Steve Warmington, Jr. – resident (application has been received)

Leisure Services Board
John Strach, Jr. – citizen at-large
Chris Jensen – citizen at-large

Loan Fund Advisory Committee
Cassandra Foster – member from area financial institution

Planning Commission
Byron Turnquist – citizen
Blanche Smith – citizen
John Aslakson – citizen

Public Relations Committee
Larry Halverson – marketing and/or public relations background

Zoning Board of Appeals
Ernest Fordham – resident
Steven Brock – resident

City Commission Meeting
Tuesday February 12, 2008

TO: Honorable Mayor and City Commissioners

FROM: Anthony L. Kleibecker, Director of Public Safety

DATE: February 1, 2008

SUBJECT: Response Agreement-Department of Veteran Affairs Police

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Summary of Request:

The Director of Public Safety is requesting approval to enter into a cooperative agreement with the United States Department of Veteran Affairs Police. This agreement, known as a "threshold agreement", coordinates public safety response to Veterans Affairs offices within the city, specifically: 165 East Apple Avenue, Suite 201. There are no costs associated with this agreement.

Financial Impact:

None

Budget Action Required:

None

Staff Recommendation:

Approval of the agreement.

DEPARTMENT OF VETERANS AFFAIRS
Police Department
5500 Armstrong Road
Battle Creek, MI 49037

In Reply Refer To: 515/07
01/25/2008

Chief Anthony Kleibecker
Muskegon Public Safety
980 Jefferson St
Muskegon, Michigan 49443

Chief Kleibecker:

The Department of Veterans Affairs Policy requires each VA Chief of Police to establish liaison/threshold agreements with appropriate Federal, State and local law enforcement agencies. It also requires us to maintain a current support agreement on file. With that in mind, I'd like first to give you a brief background of the VA Police, and then explain the nature of our requests.

Our mission is to protect Federal property and provide law enforcement and security to patients, visitors, vendors, contractors, employees and others who work at or use this facility. Our jurisdiction is limited to Federal property but includes a 206-acre Medical Center with 54 buildings and also a 750-acre National Cemetery, of which only a small portion is developed.

The Department of Veterans Affairs Police are granted police authority to charge and arrest for violations of Federal law and regulations by Section 1.218 of Title 38, Code of Federal Regulations, United States Code. Under Section 13 of Title 18 United States Code, The Assimilative Crimes Act, violations of State law become Federal offenses, which may also be enforced by Veterans Affairs Police.

I believe we have an excellent working relationship with the Muskegon Department of Public Safety and appreciate your continued support and assistance.

I'd like to address areas where your assistance is requested:

1. In the event that police response to the Clinic located at 165 E. Apple Ave. Suite 201 is needed, that your agency responds.

2. An annual physical security inspections will be completed on a yearly bases by VA Police and copies will be provided to your office if requested. Annual hazard vuleralbility assessments are also completed and will also be provided.

I'd like to take this opportunity to thank you for your continued support and for considering our requests. If there is a need for further discussion, I can be reached at (269) 223-6786. If there is no need for further discussion, please sign this document indicating your acknowledgement and concurrence with its content and return it to me. An envelope has been provided for your convenience.

Sincerely,

ANTHONY T. PRINCE
Chief, Veterans Affairs Police

Concur

Anthony L. Kleibecker
Chief – Muskegon Dept of Public Safety

City Commission Meeting
Tuesday February 12, 2008

TO: Honorable Mayor and City Commissioners

FROM: Anthony L. Kleibecker, Director of Public Safety

DATE: January 28, 2008

SUBJECT: Project Safe Neighborhood Sub-award Agreement

Summary of Request:

The United States Department of Justice, Office of Justice Programs, has awarded the Muskegon Police Department a $30,000 grant under the auspices of Project Safe Neighborhoods (PSN). PSN is a nationwide, anti-gun initiative. We have been a member of the PSN Federal Taskforce since its inception. The award money will be utilized to purchase equipment and technology that will aid us in the forensic processing of guns.

The award is being administered by Grand Valley State University, who serves as the Primary Awardee. The Director of Public Safety is asking that you authorize him to sign the appropriate grant award documents.

Financial Impact:

None

Budget Action Required:

None

Staff Recommendation:

Approval of the agreement.

PSN Subaward Agreement

Prime Awardee	Subawardee
Institution/Organization ("University") Name: **Grand Valley State University** Address: **237-C DeVos Center, 401 Fulton St., Grand Rapids, MI 49504**	Institution/Organization ("Subawardee") Name: **Muskegon Police Department** Address: **980 Jefferson Street Muskegon, MI 49440**
Prime Award No. **2007-PG-BX-0009 2007-GP-CX-0020**	Subaward No. **MPD101**
Awarding Agency: **U.S. Department of Justice, Office of Justice Programs**	
Subaward Period of Performance: **01/01/08 thru 08/31/10**	Amount Funded this Action: **$30,000**
Project Title: **Project Safe Neighborhoods**	
Reporting Requirements: [Check here if applicable: X See Attachments 2 and 3]	

Terms and Conditions

1) University hereby awards a cost reimbursable subaward, as described above, to Subawardee. The 'Statement of Work and Budget' for this subaward are as shown in Attachment 5. In its performance of subaward work, Subawardee shall be an independent entity and not an employee or agent of the University.

2) University shall reimburse Subawardee not more often than monthly for allowable costs. All invoices shall be submitted using Subawardee's standard invoice, but at a minimum shall include current and cumulative costs (including cost sharing), subaward number, and certification as to truth and accuracy of invoice (e.g. 'Time Certification Reports' when salary reimbursement has been budgeted – Attachment 6). Invoices that do not reference University's subaward number shall be returned to Subawardee. Invoices and questions concerning invoice receipt or payments should be directed to the appropriate party's Administrative Contact, as shown in Attachment 4.

3) Subawardee shall comply with 'Program Conditions' as stated in Attachments 2 (e.g. reporting information) and 3 (Task-Timeline) prior to reimbursement by University. Should program conditions not be completed to the satisfaction of the University, the Subawardee's reimbursement will be withheld until such obligations have been fulfilled.

4) A final statement of cumulative costs incurred, including cost sharing, marked "FINAL," must be submitted to University's Financial Contact NOT LATER THAN sixty (60) days after subaward end date (as noted in the 'Subaward Period of Performance' indicated above). The final statement of costs shall constitute Subawardee's final financial report.

5) All payments shall be considered provisional and subject to adjustment within the total estimated cost in the event such adjustment is necessary as a result of an adverse audit finding against the Subawardee.

6) Matters concerning the technical performance of this subaward should be directed to the appropriate party's Project Director, as shown in Attachment 4. Technical reports are required as shown above, "Reporting Requirements."

7) Matters concerning the request or negotiation of any changes in the terms, conditions, or amounts cited in this subaward agreement should be directed to the appropriate party's Administrative Contact, as shown in Attachment 4. Any such changes made to this subaward agreement require the written approval of each party's Authorized Official, as shown in Attachment 4.

8) University Project Director (or representatives for the Administrative Contact), as shown in Attachment 4, will be granted access and assisted by Subawardee in conducting periodic programmatic and financial monitoring to include performance of on-site visits.

9) Each party shall be responsible for its negligent acts or omissions and the negligent acts or omissions of its employees, officers, or directors, to the extent allowed by law. The University will not be held liable for illegal activity on the part of the Subawardee.

10) Either party may terminate this agreement with thirty days written notice to the appropriate party's Administrative Contact, as shown in Attachment 4. University shall pay Subawardee for termination costs as allowable under OMB Circular A-21, J.49.

11) No-cost extensions require the approval of the University and Office of Justice Programs. Any requests for a no-cost extension should be addressed to and received by the Administrative Contact, as shown in Attachment 4, not less than thirty days prior to the desired effective date of the requested change.

12) The subaward is subject to the terms and conditions of the Prime Award and other special terms and conditions, as identified in Attachments 2 and 3.

13) By signing below Subawardee makes the 'Certifications and Assurances' shown in Attachments 1 and 2 – 'Certification and Assurances' and 'Program Conditions'. Subawardee also assures that it will comply with applicable statutory and regulatory requirements specified in Appendix B of the FDP Operating Procedures found at: http://www.nsf.gov/home/grants/grants_fdp.htm.

Agreed by Authorized Official of University	Agreed by Authorized Official of the Subawardee
_____ _____ Name Date	_____ _____ Name Date
Title	Title

3. Describe the goals and objectives of the project.

While we have experienced a number of successful PSN prosecutions, we realize that we must be prepared to do everything that we can to strengthen our investigative capabilities in prosecuting gun crime. Due to the fiscal climate in our state during the last several years, our technological processing capabilities have suffered. **Therefore, the goal of our proposal is to obtain up-to-date technology which would aid in the investigation of gun crime.** We are also prepared to share staff time and this technology to assist other police agencies within Muskegon County.

Specifically we would be seeking to purchase the following items:

A. Krimesite Imager or "RIVIS" used for detection of fingerprints and DNA on non-porous items such as guns, vehicles, etc. The image not normally seen by the naked eye can be photographed using the RIVIS and then lifted. The photo alone can be used for fingerprint identification, and the print can also be swabbed for possible DNA.

b. Cannon E500 flash for the newly acquired Cannon D-5 which will aid in processing of fingerprint evidence.

c. CyanoSafe for cyanoacrylate fuming. This is a self contained unit for processing non-porous items such as guns.

d. Forensic Work Station Air Clean 3000. This is used for the processing of evidence from ninhydrin to chemical testing to fingerprint powder while protecting the operator.

e. Associated training for the Krimesite Imager.

4. Identify the gaps in services and how additional funding will be coordinated with other programs or related funding. Additionally describe existing or proposed partnerships that will assist you in meeting goals.

As this is an equipment purchase the City of Muskegon will be responsible for the maintenance and upkeep of the equipment. Such finding would come from other fiscal sources including the city's general fund. We are prepared to share staff time and this technology to assist other police agencies within Muskegon County.

PERSONNEL AND FRINGE BENEFITS NARRATIVE:

CONTRACTUAL SERVICES

		MATCHING FUNDS		
CONTRACTUAL SERVICES: (Itemize- Do NOT include professional fees for doctors, psychologists, etc.)	**GRANTOR**	**CASH**	**IN-KIND**	**TOTAL**
TOTAL CONTRACTUAL SERVICES:				**$0**

CONTRACTUAL SERVICES NARRATIVE:

TRAVEL

TRAVEL:	GRANTOR	CASH	IN-KIND	TOTAL
(Itemize—include mileage, airline cost, lodging, per diem, parking car rental)				
Lodging/Chicago 5days x 2 people x 2 trips				
Per Diem $46/day x 5 days x 2 people x 2 trips				
Mileage				
Registration				
TOTAL TRAVEL:				$0

TRAVEL AND TRAINING NARRATIVE:

EQUIPMENT

			MATCHING FUNDS		
EQUIPMENT ($1,000 or more per Unit): (Itemize- DO NOT USE BRAND NAME. Also, DO NOT include leased or rented items		**GRANTOR**	**CASH**	**IN-KIND**	**TOTAL**
ITEM	QUANTITY				
Krimesite Imager or "RIVIS"	1	$19,445			$19,445
Cannon E500 flash	1			$600	
CyanoSafe (9,250)	1	$4,655		$4,595	$4,655
Forensic Work Station Air Clean 3000	1	$5,900			$5,900
TOTAL EQUIPMENT:					**$30,000**

Agenda Item No. _____

City Commission Meeting _____

Date: February 12, 2008

To: Honorable Mayor and City Commission

From: Department of Public Works

Re: Traffic Department Materials and Services 2008

SUMMARY OF REQUEST:

Contract with the Muskegon County Road Commission for the joint purchase of various Traffic Department materials and services. We have bid out these items with MCRC for the past eighteen years. By bidding together with MCRC and other municipalities we are able to get better unit prices because of larger quantity purchases.

FINANCIAL IMPACT:

Sign materials and services to be jointly bid:

Sign blanks	$1,400.00	approx.
Sign posts	$1,800.00	approx.
Sign sheeting	$2,000.00	approx.
Ready Made Signs	$2,000.00	approx.
Centerline painting	$17,000.00	approx.

Total $24,200 ($24,800 in 2007)

BUDGET ACTION REQUIRED:

None, this item is requested each year in the appropriate Highway budgets.

STAFF RECOMMENDATION:

Approve the continued joint purchasing with the Muskegon County Road Commission for sign materials and services.

City of Muskegon
Traffic Department

Memo

To : Bob Kuhn

From : Dan Gomez

Cc: Doug Sayles

Date : 01-22-08

Re : Sign Materials & Services: Annual Contract

Again this year we are requesting permission to bid jointly for our sign materials and services with the Muskegon County Road Commission as we have done the last eighteen years. They are getting ready to go out for bids on the following items and thus we do not have any actual quotes for 2008.

For sign blanks:

	2004	2005	2006	2007
sign blanks	$1.56/sq. ft.	$1.85/sq. ft.	$2.20/sq.ft.	2.30/sq. ft.

For sign posts:

	2004	2005	2006	2007
2# x11'posts	$9.24/ea.	$10.10/ea.	$10.42/ea.	12.65/ea.
3# x12'posts	$15.12/ea.	$16.53/ea.	$17.05/ea.	20.52/ea.

For sheeting: Our standard has always been 3M sheeting, they are the only bid usually received by MCRC, they like us, use 3M sheeting exclusively, however we recently purchased our 3M roller, as did MCRC, and no longer have to buy a minimum order to keep the roller they originally gave to us to maintain the warranty on their sheeting. Other competitive sources are also bided out.

Finished Signs: Most screened finished signs were purchased through competitive venders, but MCRC started to purchase these signs in the bid system several years for a considerable savings. We have purchased most signs this way the last five years and will continue to do so when purchasing in quantities.

Centerline painting: In 1997 M&M Pavement Marking, Inc. was awarded the bid and has been awarded the contract every year since at the same unit prices until 2004 when a 6% increase incurred to cover rising fuel and material costs. These cost increased again in 2006 as much as 27%. MCRC went out for bids and as anticipated there were substantial increases in the three bids received but remained with M&M as they were the low bidder. Some years are also affected by our own engineering projects where some centerline painting is contracted to a different painter when the road project is finished.

2004	2005	2006	2007
$10,006 (M&M)	$11,666 (M&M)	$14,719 (M&M)	$15,382.51

Date: **02/11/08**

To: **Honorable Mayor and City Commission**

From: **DPW**

RE: **Utility Boxes**

SUMMARY OF REQUEST: Approval to purchase 2 truck utility boxes.

FINANCIAL IMPACT: Total Cost $8,850.00

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: Approve purchase of two utility boxes from Hoekstra Truck Equipment.

Memorandum

To: Honorable Mayor and Commissioners

From: DPW

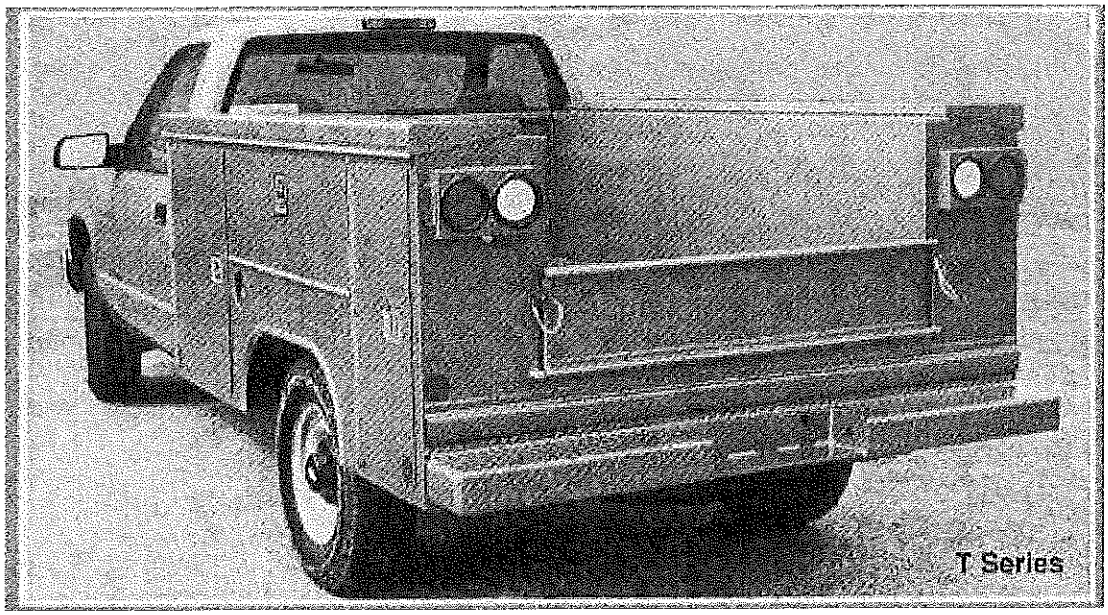
Date: 02/11/08

Re: Utility Boxes

The Equipment Division has ordered two replacement trucks that are going to be used as construction and plow trucks in the Parks Department. The Parks Department has requested that these trucks be equipped with utility boxes for tools and parts storage. This is the standard set-up for our construction / plow trucks and was budgeted for. When we ordered the trucks, we opted to delete the standard boxes, which saved us over $1200.00.

We currently have boxes from the top manufactures and after comparing cost and quality we decided on the Reading. Hoekstra Truck Equipment is the area sales representatives for Rawson-Koenig.

In accordance with established purchasing policy, we are requesting permission to purchase two utility boxes from Hoekstra Truck Equipment.


T Series

	Hoekstra	Allied Truck	Truck & Trailer	
Type of Purchase	280 36th St.	5125 Clay Rd.	6726 Hanna Rd	
	Grand Rapids Mi.	Grand Rapids Mi.	Dutton Mi.	
2 Utility Boxes	**$8,850.00**	$10,016.00	$10,864.00	

Date: **02/12/08**

To: **Honorable Mayor and City Commission**

From: **DPW**

RE: **Budgeted Vehicle Replacement**

SUMMARY OF REQUEST: Approval to purchase three 2008 Chevrolet Impalas from Berger Chevrolet.

FINANCIAL IMPACT: $45,648.00

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: Approve purchase of three Chevrolet Impalas from Berger Chevrolet.

Memorandum

To: Honorable Mayor and City Commissioners

From: DPW

Date: 02/12/08

Re: Budgeted Vehicle Replacement

The Equipment Division has scheduled the replacement of the Three 2000 sedans for 2008. One of these vehicles will be going to the Detective Bureau the other two will be used as administrative vehicles.

I have requested prices from area dealers as well as the statewide purchasing contract. Attached is a summary of the bids.

In accordance with established purchasing policy, I am requesting permission to purchase three Chevrolet Impalas from Berger Chevrolet.

Equipment Purchase - 2008				
	Berger Chevrolet	**Sparta Chevrolet**	**Don Rypma**	
	2525 28th S.E	**8955 Sparta Ave**	**8130 Whitehall Rd.**	
Type of Vehicle	**Grand Rapids,Mi 49512**	**Sparta,Mi 494345**	**Whitehall,Mi 49461**	
3 Chevrolet Impalas	**$15,228.00**	$16,800.00	$16,910.28	
Total	**$45,684.00**	$50,400.00	$50,730.84	

Community and Neighborhood Services
City of Muskegon
933 Terrace Street
PO Box 536
Muskegon, MI 49443

Memo

To: **Honorable Mayor Warmington and City Commission**

From: **Wil Griffin, Director**
Community and Neighborhood Services

Date: **February 5, 2008**

Re: **COMMISSION MEETING DATE: FEBRUARY 12, 2008**
PURCHASE OF 226 CATHERINE

Summary of Request: To approve the purchase of the property at 226 Catherine from the Muskegon County Land Bank for the price of $600.00.

The parcel at 226 Catherine (City of Muskegon Revised Plat of 1903 W ½ Lot 7 Block 252) is currently owned by the Muskegon County Land Bank through the tax-reversion process.

After the CNS Department legally obtains the property at 226 Catherine, the parcel will be combined with the parcel at 218 Catherine, where the department recently completed a rehabilitation project. A garage will now be built on the 226 Catherine site to accompany the house at 218 Catherine. This will continue the City's aggressive neighborhood revitalization efforts.

Financial Impact: The $600.00 cost will come from the HOME funds.

Budget Action Required: None

Staff Recommendation: To approve the purchase from the Muskegon County Land Bank.

Community and Neighborhood Services
City of Muskegon
933 Terrace Street
PO Box 536
Muskegon, MI 49443

Memo

To: **Honorable Mayor Warmington and City Commission**

From: **Wil Griffin, Director**
Community and Neighborhood Services

Date: **February 5, 2008**

Re: **COMMISSION MEETING DATE: FEBRUARY 12, 2008**
SELECTION OF CONTRACTORS FOR FAIR HOUSING ANALYSIS

Summary of Request: To approve a contract with the Fair Housing Center of Southeastern Michigan for the production of a housing impediment study for Muskegon County, with special emphasis on the entitlement communities of Muskegon, Muskegon Heights and the City of Norton Shores. The total cost of the study is $29,000.

Since the aforementioned entitlement cities receive Community Development Block Grant funds from the US Department of Housing and Urban Development, all of the communities are required to produce an impediment study every two to three years. Due to the significant cost of having the impediment study completed, it has been agreed on by the three entitlement communities to share the cost of the study. In addition, the entitlement communities have also requested assistance from Muskegon County and several local banks.

At this time, the City of Muskegon's contribution will be between $7,500 and $10,000. It is hoped the cost can be decreased as more players are added to the contribution list.

Financial Impact: The final cost will be deducted from CDBG Administration Funding.

Budget Action Required: None

Staff Recommendation: To approve the CNS office to enter into a joint contract with the two other entitlement communities and the Fair Housing Center of Southeastern Michigan of Ann Arbor.

Fair Housing Center of Southeastern Michigan
PO Box 7825 Ann Arbor, Michigan 48107

Proposal for Analysis of Impediments to Fair Housing

In response to Solicitation for Fair Housing Analysis Study the Fair Housing Center of Southeastern Michigan offers the following services:

1. Review and mapping of Demographic Patterns of Cities of Muskegon, Muskegon Heights, and Norton Shores. (40 hours)

2. Review of Public Policies for the Cities of Muskegon, Muskegon Heights, and Norton Shores. (120 hours)

   Examples include:

   - Zoning Ordinances
   - Master Land Use Plan
   - Water and Sewer Plans
   - Acquisition and Disposal of Public Property
   - New Residential Construction/Rehabilitation
   - Actions Related to Requests from Protected Groups (i.e. disability groups)

3. Review of the Housing Discrimination Complaints Involving Properties in the Cities of Muskegon, Muskegon Heights, and Norton Shores. (70 hours)

   This analysis will include fair housing complaint activity from 2002-2006 filed with the following groups at a minimum:

   - The Michigan Department of Civil Rights
   - U.S. Department of Housing and Urban Development
   - The Fair Housing Center of West Michigan

4. Review of Fair Housing Complaint Based and Survey Based Testing of properties in the Cities of Muskegon, Muskegon Heights, and Norton Shores. (45 hours)

5. A Review, to the extent possible, of the Patterns of Occupancy in Section VIII, Public and Assisted Housing, and Private Rental Housing. (40 hours)

6. Travel to Muskegon County for research. Travel expenses will be reimbursed at a rate of no more than $250/day for four days. (20 hours)

7. Findings and Recommendations
   This proposal includes provisions for making recommendations to the Cities in relation to the need, if any, for further research, or for the development and implementation of plans or programs to remove any impediments to the exercise of fair housing choice uncovered by the analysis. (15 hours)

350 hours x $80/hour	$ 28,000
Travel expenses	$ 1,000
Total	$29, 000

PRICE SHEET
ANALYSIS OF IMPEDIMENTS TO FAIR HOUSING
MUSKEGON METROPOLITAN AREA PARTNERSHIP

Section	Primary Entity	Additional Entity	Additional Entity	Hours for Section	Hourly Rate	Sub Total
Background	16	10	10	36	$90	$3,240
Population Profile	15	7	7	29	$90	$2,610
Employment & Transportation	10	9	9	28	$90	$2,520
Housing Profile	26	10	10	46	$90	$4,140
Public Policies	15	5	5	25	$90	$2,250
Institutional Practices	34	6	6	46	$90	$4,140
Community Institutions	38	8	8	54	$90	$4,860
Demographic, Policy & Institutional Practices	30	8	8	46	$90	$4,140
Disability	10	5	5	20	$90	$1,800
Community & Industry Perceptions	20	10	10	40	$90	$3,600
TOTALS	214	78	78	370		$33,300

TOTAL PROJECT PRICE $33,300

Note: The above hourly rates include all costs associated with each phase above including labor, fringes, overhead, reasonable copying, travel, lodging, telephone,

Date: **February 12, 2008**

To: **Honorable Mayor and City Commissioners**

From: **Engineering**

RE: **Request for Encroachment Agreement**
379 W. Western Ave.

SUMMARY OF REQUEST:

Sidock Systems, LLC has submitted the attached encroachment agreement form requesting your permission to install a glass canopy 30' long and 7'6" deep which will extend approximately 3' 6" into the Western Ave. public right of way.

FINANCIAL IMPACT:

None

BUDGET ACTION REQUIRED:

None

STAFF RECOMMENDATION:

To approve the encroachment agreement to install the canopy as per the attached plan.

COMMITTEE RECOMMENDATION:

2008-15(j)

CITY OF MUSKEGON

ENCROACHMENT PERMIT AGREEMENT

REQUEST: A one-hundred dollar ($100.00) non-refundable fee is required for processing of request.

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: (Attach exhibits) (1 unit equals 0-99 lineal feet)
Main entrance canopy on the Western Avenue side.

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]
Sidewalk, Western Avenue

3. The CITY is willing to grant such privilege upon the terms and conditions herein. This agreement shall constitute a permit under Chapter 74 of the Code of City Ordinances, and with all future amendments shall apply to any encroachment on public right of way or property.

PERMIT AGREEMENT:

THIS AGREEMENT is made and entered into this 12th day of February 2008, by and between the CITY OF MUSKEGON, a municipal corporation (hereinafter called CITY), and Sidock Properties, LLC (hereinafter called LICENSEE).

THEREFORE,

1. CITY does hereby grant unto LICENSEE the privilege of constructing, installing, maintaining, 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 delivery to the CITY of the required evidence of insurance coverage as outlined in paragraph 4 under this section and only after approval of this agreement by the City Commission and at which time an encroachment permit will be issued.

This grant is subject to the following special conditions: _____

2. That LICENSEE shall pay to the CITY for the privilege hereby granted the sum of _____Dollars ($_____), per unit as described under Request, paragraph 1, applicable to the current Master Fee Resolution. Such payment is to be made upon the signing of this agreement to the City of Muskegon, and the privilege hereby granted shall continue for a period of five years from said date and renewal payment as set in the Master Fee Resolution to continue in five year intervals due on the first day of May 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 as an additional insured on any such policy. LICENSEE will file yearly 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 written notice before a cancellation or change in coverage may occur. The types of coverage and coverage limits as required by City Engineer shall be as follows:

---

5. BONDING. Before this agreement permit becomes valid, LICENSEE shall file with the CITY a bond conforming to the requirements of all applicable ordinances, and to cover removal of said encroachment in part or whole, if essential for CITY to do so. This Bond shall keep same in force during the entire term of this agreement.

6. The privilege hereby granted may be canceled and revoked in part or whole by the CITY at any time upon giving said LICENSEE thirty (30) days of written notice of such cancellation and revocation, with no refund of the fee required in paragraph 2 of Permit Agreement.

7. LICENSEE may surrender up the privilege hereby granted at any time upon giving notice in writing to the CITY thirty (30) days prior to such surrender with no refund of the fee required in paragraph 2 of Permit Agreement; 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

Irene Dempsey
Irene Dempsey

_____

_____

CITY OF MUSKEGON

By _____

Stephen T. Warmington, Mayor

And _____

Ann Marie Becker, Clerk

LICENSEE:

W. H Burt for W. Sidock, LLC.

Sidock Properties

RECEIVED
DEC 19 2007
GENZINK STEEL

SUPPLEMENTAL CONDITIONS

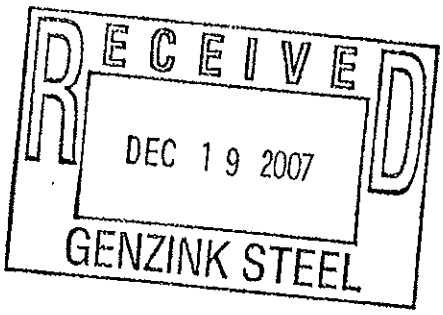
1- The grantee shall be fully responsible for the maintenance of the encroachment(s) and any relocation that becomes necessary to facilitate other improvements within the right of way (s).

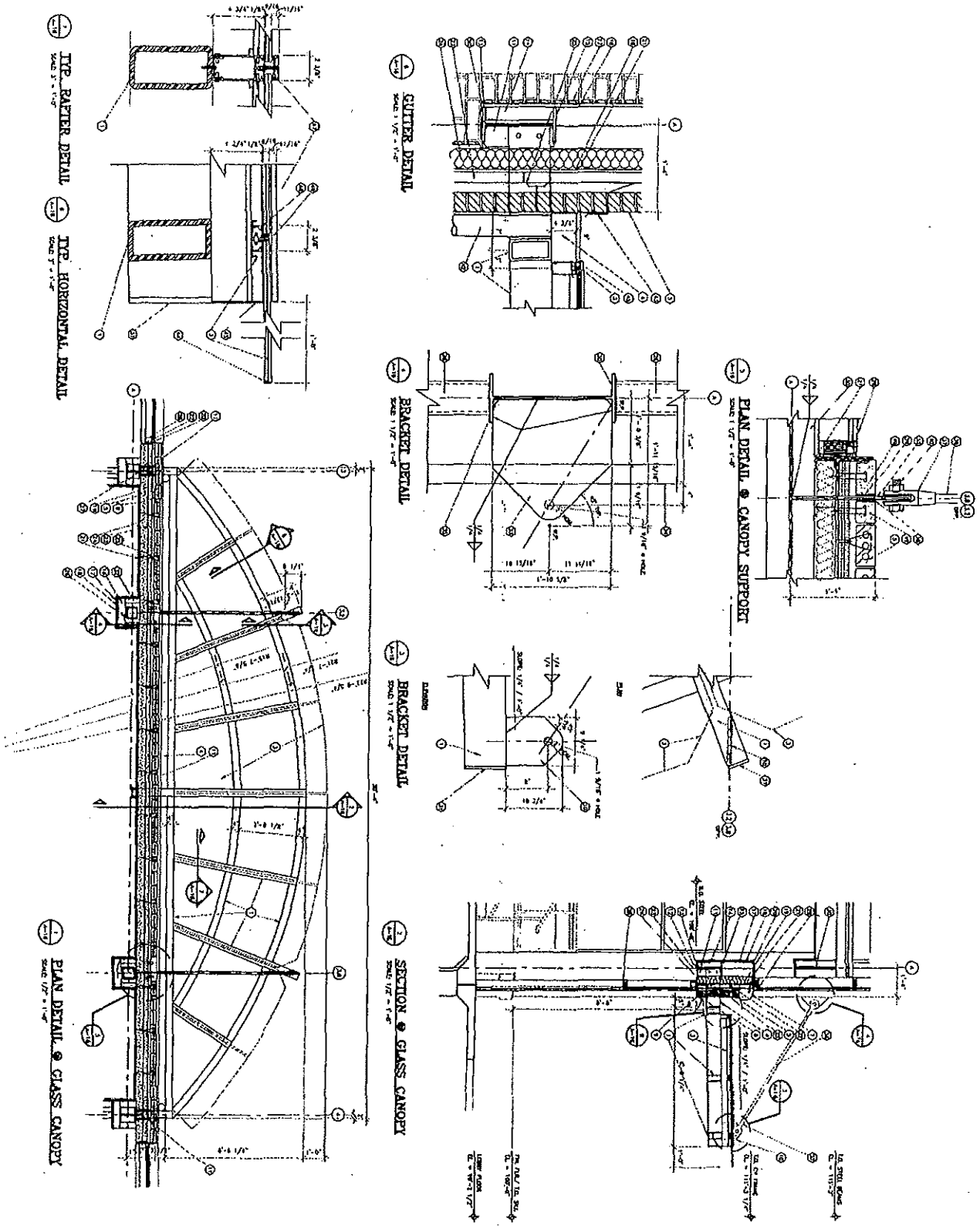
2- Grantee will be responsible to maintain and keep, for the duration of this agreement, a valid insurance coverage satisfactory to the City.

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 (30) 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.





KEYNOTES

C	PERMITS	10/31/01	DAS
B	BIDS SHEET MODS	10/25/01	DAS
A	BIDS SHEET MODS	10/2/01	DAS
Rev.	Description	Date	By

SIDOCK PROPERTIES, LLC
378 West Western Ave., Muskegon, Michigan

SIDOCK BUILDING
DETAILS

Sidock Group, Inc.
ENGINEERS • ARCHITECTS • CONSULTANTS • PROJECT MANAGERS

Project No.	156165
Drawing No.	6165A16
Sheet	A-16

Sidock Systems, LLC
43155 Main Street • Suite 2310 • Novi, MI 48375

National City
National City Bank of Michigan/Illinois
Kalamazoo, Michigan

9-91
720 740

001400

CHECK NO.

Exactly One hundred and no / 100 Dollars

DATE
1/11/2008

AMOUNT
$100.00

*AMOUNTS OVER $15,000 REQUIRES TWO SIGNATURES
SIDOCK SYSTEMS, LLC

PAY TO THE ORDER OF City of Muskegon

MP

MP

AUTHORIZED SIGNATURE

⑈001400⑈ ⑆072000915⑆ 984208305⑈

TO: Honorable Mayor and City Commissioners

FROM: Engineering

DATE: February 12, 2008

RE: Public Hearing
Spreading of the Special Assessment Roll
Knollwood Ct., Beach St. to End

SUMMARY OF REQUEST:

To hold a public hearing on the spreading of the special assessment for **Knollwood Ct. from Beach St. to End** and to adopt the attached resolution confirming the special assessment roll.

FINANCIAL IMPACT:

A total of $21,508.76 would be spread against the thirteen -(13) parcels abutting the project. The amount being spread is roughly $10.00 per foot below what the owners were expecting at the time of the creation of the district.

BUDGET ACTION REQUIRED:

None at this time.

STAFF RECOMMENDATION:

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

COMMITTEE RECOMMENDATION:

CITY OF MUSKEGON

Resolution No. 2008-16(a)

Resolution Confirming Special Assessment Roll

For **Knollwood Ct. from Beach St. to End**

Properties Assessed: See Exhibit A attached to this resolution.

RECITALS:

1. The City Commission determined to create a special assessment district covering the Properties set forth in Exhibit A attached to this resolution on **February 27, 2007**, at the first hearing.

2. The City has reviewed the special assessment roll which purports to levy a special assessment in the said district, levying on each property a portion of the cost which has been determined to be appropriate, considering the improvements, the benefit to the assessed properties, and the policies of the City.

3. The City Commission has received final bids for the construction and/or installation of the improvements and determines it to be fair and reasonable.

4. The City Commission has heard all objections to the roll filed before or at the hearing.

THEREFORE, BE IT RESOLVED:

1. That the special assessment roll submitted by the Board of Assessors is hereby approved.

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

RESOLUTION CONFIRMING SPECIAL ASSESSMENT ROLL

FOR: **Knollwood Ct., from Beach St. to End**

Continued...

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

This resolution passed.

Ayes: Wierengo, Wisneski, Carter, Gawron, Shepherd, Spataro, and Warmington

Nays: None

City of Muskegon

By _____

Ann Marie Becker, MMC
City Clerk

CERTIFICATE

This resolution was adopted at a meeting of the City Commission, held on **February 12, 2008**. The meeting was properly held and noticed pursuant to the Open Meetings Act of the State of Michigan, Act 267 of the Public Acts of 1976.

Further, I hereby certify that the special assessment roll referred to in this resolution was confirmed on this date, being **February 12, 2008.**

City of Muskegon

By _____

Ann Marie Becker, MMC
City Clerk

EXHIBIT A

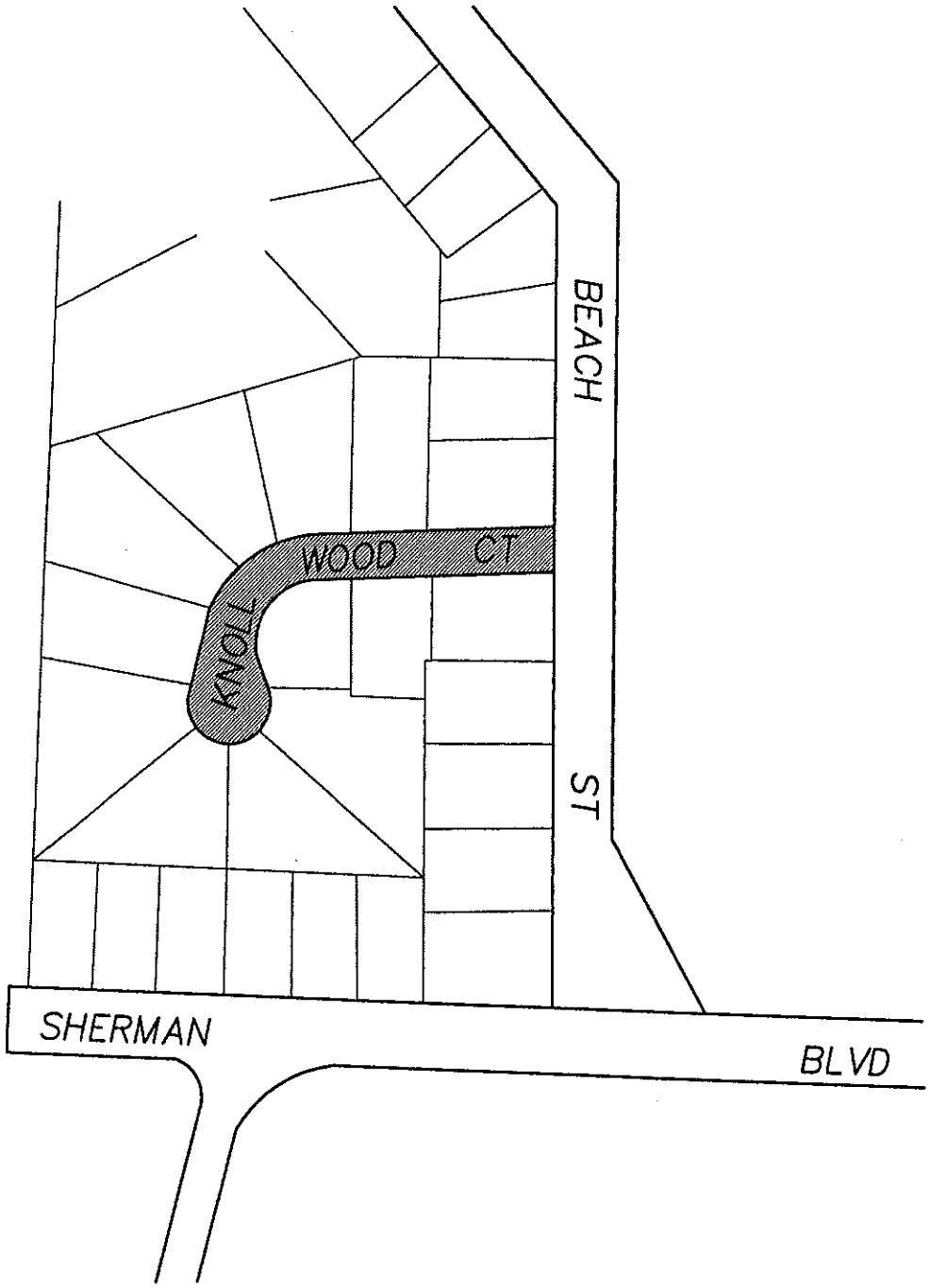
Knollwood Ct., Beach St. to End

SPECIAL ASSESSMENT DISTRICT

All properties abutting that section of Knollwood Ct. between Beach St. & End

EXHIBIT "A"

SPECIAL ASSESSMENT DISTRICT



KNOLLWOOD CT., BEACH ST. TO END

MAYOR'S ENDORSEMENT AND WARRANT

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

CITY OF MUSKEGON

BY _____
STEPHEN J. WARMINGTON

AFFIDAVIT OF MAILING

STATE OF MICHIGAN)
) SS
COUNTY OF MUSKEGON)

TO CONFIRM THE SPECIAL ASSESSMENT DISTRICT FOR THE FOLLOWING:

H-1625, Knollwood Court, Beach St. To End

THE DEPONENT SAYS THAT THE NOTICE OF HEARING WAS SERVED UPON EACH OWNER OF OR PARTY IN INTEREST IN PROPERTY TO BE ASSESSED IN THE SPECIAL ASSESSMENT DISTRICT WHOSE NAME APPEARS UPON THE LAST TAX ASSESSMENT RECORDS OF THE CITY OF MUSKEGON BY MAILING SUCH NOTICE IN A SEALED ENVELOPE BY FIRST CLASS UNITED STATES MAIL, WITH POSTAGE PREPAID, ADDRESSED TO EACH SUCH OWNER OR PARTY IN INTEREST AT THE ADDRESS SHOWN ON SAID LAST TAX ASSESSMENT RECORDS BY DEPOSITING THEM IN AN OFFICIAL UNITED STATES MAIL RECEPTACLE ON THE 1ST DAY OF FEBRUARY 2008

Ann Marie Becker
ANN MARIE BECKER, CITY CLERK

SUBSCRIBED AND SWORN TO BEFORE ME THIS
14th DAY OF February, 2008.

Linda Potter
NOTARY PUBLIC, MUSKEGON COUNTY, MICHIGAN
MY COMMISSION EXPIRES 9-25-2012

February 1, 2008

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

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

NOTICE OF HEARING TO CONFIRM SPECIAL ASSESSMENT ROLL

Dear Property Owner:

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

KNOLLWOOD COURT, BEACH STREET TO END

Public Hearings

A public confirmation hearing will be held in the City of Muskegon Commission Chambers on Tuesday, FEBRUARY 12, 2008 at 5:30 P.M. You are entitled to appear at this hearing, either in person, by agent or in writing to express your opinion, approval, or objection concerning the special assessment. Written appearances or objections must be made at or prior to the hearing.

YOU ARE HEREBY NOTIFIED THAT YOU HAVE THE RIGHT TO PROTEST YOUR ASSESSMENT EITHER IN WRITING OR IN PERSON AT THE HEARING. ALSO, IF THE SPECIAL ASSESSMENT IS CONFIRMED FEBRUARY 12, 2008 YOU WILL HAVE THIRTY (30) DAYS FROM THE DATE OF THE CONFIRMATION TO FILE A WRITTEN APPEAL WITH THE MICHIGAN TAX TRIBUNAL (517-334-4712) OR EMAIL ADDRESS: TAXTRIB@MICHIGAN.GOV. HOWEVER, UNLESS YOU PROTEST AT THIS HEARING EITHER IN WRITING OR BY AGENT, OR IN WRITING BEFORE OR AT THE HEARING, YOUR RIGHT TO APPEAL TO THE MICHIGAN TAX TRIBUNAL WILL BE LOST.

Costs

The final projected cost of the street improvement portion of the project is $86,035.04 of which $21,508.76 will be paid by special assessment. If the special assessment is confirmed, your property will be assessed $1,654.52 based on 76 feet assessable front footage at $21.77 per assessable foot for the street improvements. In addition, you will be assessed $0.00 for driveway approach and/or sidewalk improvements made to your property for a total special assessment cost of $1,654.52. Following are the terms of the special assessment:

The total assessment of **$1,654.52** may be paid in full any time by the due date of **April 14, 2008** without interest being charged. After this date, interest will be charged at the **annual rate of 5%** on the **remaining balance**. Assessments also may be paid over a ten-year period in ten equal principal installments of **$165.45** (plus accrued interest). If you pay your assessment in installments, your annual installment (plus accrued interest) will be included as a separate item on your property tax bill each year. Therefore, if you pay your property taxes through a mortgage escrow agent, you should notify them of this charge. **Should you wish to avoid having the annual installment placed on the property tax bill by making a separate payment or to pay the total balance due, please contact the Treasurer's office at (231) 724-6720.**

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

KNOLLWOOD CTREET, TO END TO BEACH ST. H 1622

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
KNOLLWOOD CT., TO END TO BEACH ST.H 1622
REQUEST FOR WAIVER OF SPECIAL ASSESSMENT

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

Dear Resident:

The City of Muskegon has selected your neighborhood and your property for its comprehensive sidewalk replacement program. City ordinances require that property owners be responsible for the repair/replacement of damaged or unsafe sidewalks adjoining their properties. To assist homeowners, who may have difficulty paying the cost of sidewalk repairs, the City offers assessment waivers through the Community Development Block Grant (CDBG) Program for eligible households and families. If you meet the CDBG program qualifications, the City may pay the 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 2006, pension or other benefit checks, bank statements for direct deposits or agency statements for all household income.

2007

65% MEDIAN HOUSEHOLD INCOME CHART

FAMILY SIZE	INCOME LIMIT
1	$28,210
2	32,240
3	36,270
4	40,365
5	43,550
6	46,800
7	49,985
8	53,235
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.

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

CITY OF MUSKEGON
NOTICE OF PUBLIC HEARING
CONFIRMATION OF SPECIAL ASSESSMENT ROLL

SPECIAL ASSESSMENT DISTRICT:

KNOLLWOOD CT., TO END TO BEACH ST.

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

All parcels abutting the west side of Knollwood Ct., from To End to Beach St.

PLEASE TAKE NOTICE that a hearing to confirm the special assessment roll will be held at the City of Muskegon Commission Chambers on **February 12, 2008 at 5:30 p.m.**

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

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

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

Ann Becker, City Clerk

Publish: **January 12, 2008**

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:

Ann Becker, City Clerk
933 Terrace Street, Muskegon, MI 49440
(231) 724-6705 of TDD (231) 724-6773

Acct# 643-60447-5267

AFFIDAVIT OF MAILING

STATE OF MICHIGAN)
) SS
COUNTY OF MUSKEGON)

TO CREATE A SPECIAL ASSESSMENT DISTRICT FOR THE FOLLOWING:

Knollwood Court, Beach St. to End

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 16th DAY OF FEBRUARY, 2007.

Ann Marie Becker
ANN MARIE BECKER, CITY CLERK

SUBSCRIBED AND SWORN TO BEFORE ME THIS
19th DAY OF February, 2007.

Linda Potter
NOTARY PUBLIC, MUSKEGON COUNTY, MICHIGAN
MY COMMISSION EXPIRES 9-25-2012

CITY OF MUSKEGON

Resolution No. 2007-20(a)

Resolution At First Hearing Creating Special Assessment District
For **Knollwood Ct., Beach St. to End**
Location and Description of Properties to be Assessed:
See Exhibit A attached to this resolution

RECEIVED
CITY OF MUSKEGON
MAR 07 2007
ENGINEERING DEPARTMENT

RECITALS:

1. A hearing has been held on **February 27, 2007** at 5:30 o'clock p.m. at the City Commission Chambers. Notice was given by mail and publication as required by law.

2. That estimates of costs of the project, a feasibility report and valuation and benefit information are on file with the City and have been reviewed for this hearing.

3. At the hearing held **February 27, 2007** there were 23.08 % objections by the owners of the property in the district registered at the hearing either in writing received before or at the hearing or by owners or agents present at the hearing, and the Commission has considered the advisability of proceeding with the project.

FINDINGS:

1. The City Commission has examined the estimates of cost to construct the project including all assessable expenses and determines them to be reasonable.

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

THEREFORE, BE IT RESOLVED:

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

2. The City Commission determines to proceed with the improvements as set forth in the feasibility study and estimates of costs, and directs the City Engineer to proceed with project design, preparation of specifications and the bidding process. If appropriate and if bonds are to be sold for the purposes of financing the improvements, the Finance Department shall prepare plans for financing including submission of application to the Michigan Department of Treasury and the beginning of bond proceedings.

3. The City Commission hereby appoints a Board of Assessors consisting of City Commissioners Davis and Warmington and the City Assessor who are hereby directed to prepare an assessment roll. Assessments shall be made upon a **benefit basis of an approximate 76' per parcel**.

4. Based on the City's Special Assessment policy and preliminary estimates it is expected that approximately **35.52%** 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 Gawron, Shepherd, Spataro, Warmington, Wierengo, and Carter

Nays Davis

CITY OF MUSKEGON

By _____
Ann Marie Becker, Clerk

ACKNOWLEDGMENT

This resolution was adopted at a meeting of the City Commission, held on **February 27, 2007**. 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 _____
Ann Marie Becker, Clerk

H-1625

HEARING DATE: February 12, 2008

KNOLLWOOD COURT, BEACH STREET TO END

SPECIAL ASSESSMENT ROLL

PARCEL	@	OWNER	MAILING ADDRESS				PAVING	DR APP/SW	TOTAL
24-152-000-0136-00	**2877 BEACH ST**	SCHULTZ LINDA	2877 BEACH ST	MUSKEGON	MI	49441	$1,654.52	$0.00	**$1,654.52**
24-152-000-0124-00	**3016 KNOLLWOOD CT**	JOHNSON DARWIN/DOROTHY ET A	1326 SCHIEDLER DR	BATAVIA	IL	60510	$1,654.52	$0.00	**$1,654.52**
24-152-000-0125-00	**3024 KNOLLWOOD CT**	TEJCHMA COLLEEN M	3024 KNOLLWOOD CT	MUSKEGON	MI	49441	$1,654.52	$0.00	**$1,654.52**
24-152-000-0135-00	**3025 KNOLLWOOD CT**	MATTESON CHRIS/SANDRA	3025 KNOLLWOOD CT	MUSKEGON	MI	49441	$1,654.52	$0.00	**$1,654.52**
24-152-000-0126-00	**3036 KNOLLWOOD CT**	BALDAS PETER	3036 KNOLLWOOD CT	MUSKEGON	MI	49441	$1,654.52	$0.00	**$1,654.52**
24-152-000-0127-00	**3046 KNOLLWOOD CT**	MCPHERSON JACK	3046 KNOLLWOOD CT	MUSKEGON	MI	49441	$1,654.52	$0.00	**$1,654.52**
24-152-000-0128-00	**3056 KNOLLWOOD CT**	MILAS CAROLINE H TRUST	3056 KNOLLWOOD CT	MUSKEGON	MI	49441	$1,654.52	$0.00	**$1,654.52**
24-152-000-0134-00	**3065 KNOLLWOOD CT**	ANDRES ROBERT J/PAMELA S	3065 KNOLLWOOD CT	MUSKEGON	MI	49441	$1,654.52	$0.00	**$1,654.52**
24-152-000-0129-00	**3066 KNOLLWOOD CT**	FUNK TRUST	3066 KNOLLWOOD CT	MUSKEGON	MI	49441	$1,654.52	$0.00	**$1,654.52**
24-152-000-0130-00	**3076 KNOLLWOOD CT**	GRAY JEANNE C TRUST	3076 KNOLLWOOD CT	MUSKEGON	MI	49441	$1,654.52	$0.00	**$1,654.52**
24-152-000-0133-00	**3077 KNOLLWOOD CT**	PIETSCH JOHN A	3077 KNOLLWOOD CT	MUSKEGON	MI	49441	$1,654.52	$0.00	**$1,654.52**

H-1625

HEARING DATE: February 12, 2008

KNOLLWOOD COURT, BEACH STREET TO END

SPECIAL ASSESSMENT ROLL

PARCEL	@	OWNER	MAILING ADDRESS				PAVING	DR APP/SW	TOTAL
24-152-000-0131-00	**3086 KNOLLWOOD CT**	SCULLEY CLEO J	3086 KNOLLWOOD CT	MUSKEGON	MI	49441	$1,654.52	$0.00	**$1,654.52**
24-152-000-0132-00	**3087 KNOLLWOOD CT**	HAAS DONALD E	3087 KNOLLWOOD CT	MUSKEGON	MI	49441	$1,654.52	$0.00	**$1,654.52**
TOTALS:							**$21,508.76**	**$0.00**	**$21,508.76**

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

BOARD OF ASSESSORS

Donna Beth Stokes 2/15/08

DONNA BETH STOKES, DIRECTOR COUNTY EQUALIZATION — DATE

Sue Wierengo 3/24/08

SUE WIERENGO — CITY COMMISSIONER — DATE

Chris Carter 3-3-08

CHRIS CARTER — CITY COMMISSIONER — DATE

Date: February 12, 2008

To: Honorable Mayor and City Commissioners

From: Engineering

RE: Public Hearing
Create Special Assessment District for:
ROBLANE AVE., QUARTERLINE RD. TO MARLANE ST.

SUMMARY OF REQUEST:

To hold a public hearing on the proposed special assessment of The **Roblane Ave., Quarterline Rd. to Marlane St.** project, 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. 2008-16(b)

Resolution At First Hearing Creating Special Assessment District
For: **ROBLANE AVE. From QUARTERLINE RD. to MARLANE St.**

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

RECITALS:

1. A hearing has been held on **February 12, 2008** at 5:30 o'clock p.m. at the City Commission Chambers. Notice was given by mail and publication as required by law.

2. That estimates of costs of the project, a feasibility report and valuation and benefit information are on file with the City and have been reviewed for this hearing.

3. At the hearing held **February 12, 2008**, there were 13.3 % objections by the owners of the property in the district registered at the hearing either in writing received before or at the hearing or by owners or agents present at the hearing, and the Commission has considered the advisability of proceeding with the project.

FINDINGS:

1. The City Commission has examined the estimates of cost to construct the project including all assessable expenses and determines them to be reasonable.

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

THEREFORE, BE IT RESOLVED:

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

2. The City Commission determines to proceed with the improvements as set forth in the feasibility study and estimates of costs, and directs the City Engineer to proceed with project design, preparation of specifications and the bidding process. If appropriate and if bonds are to be sold for the purposes of financing the improvements, the Finance Department shall prepare plans for financing including submission of application to the Michigan Department of Treasury and the beginning of bond proceedings.

3. The City Commission hereby appoints a Board of Assessors consisting of City Commissioners Wierengo and Carter 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 **26.4%** 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 Wisneski, Carter, Gawron, Shepherd, Spataro, Warmington, and Wierengo

Nays None

CITY OF MUSKEGON

By _____
Ann Marie Becker, City Clerk

ACKNOWLEDGMENT

This resolution was adopted at a meeting of the City Commission, held on **February 12, 2008**. 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 _____
Ann Marie Becker, City Clerk

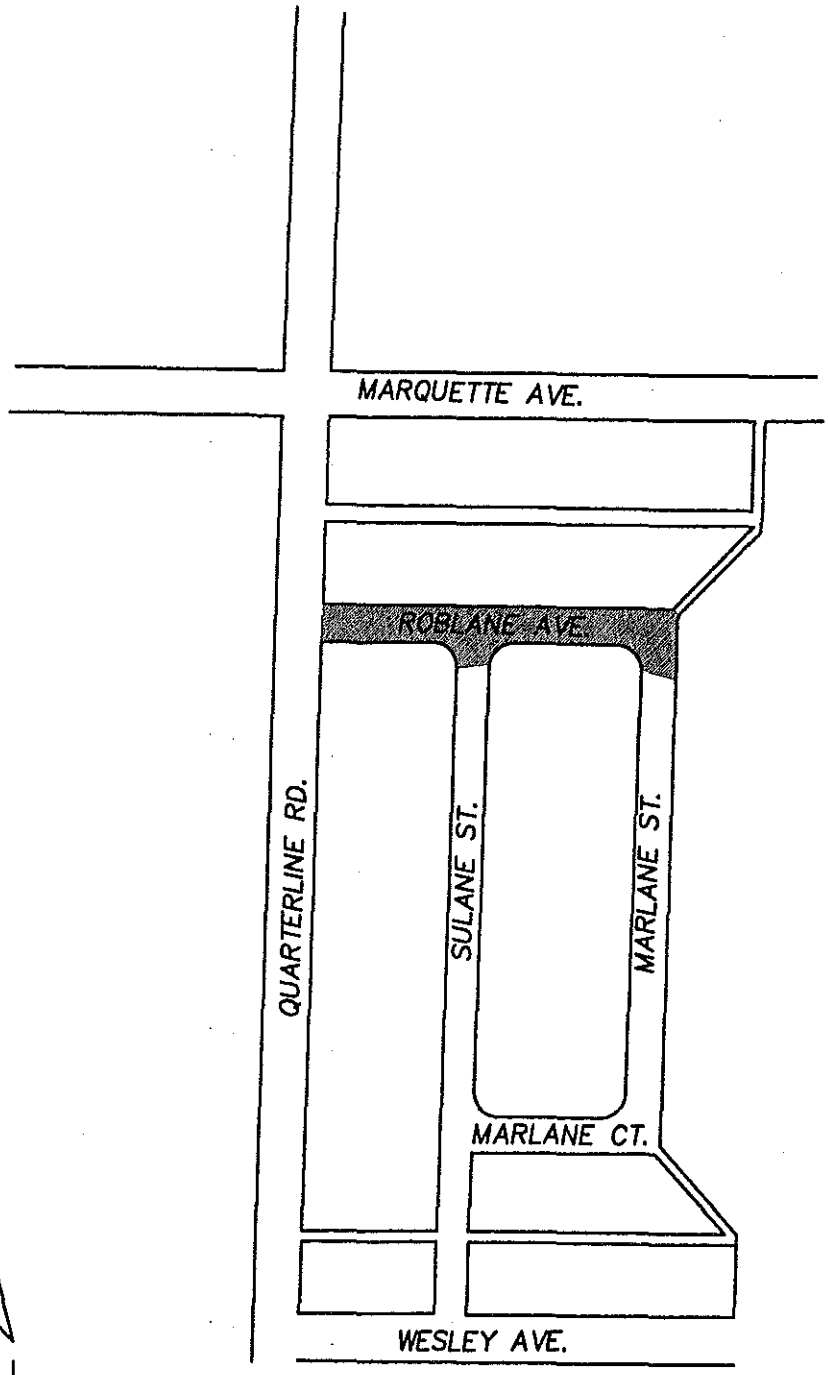
EXHIBIT A

ROBLANE AVE., from QUARTERLINE RD. to MARLANE ST.

SPECIAL ASSESSMENT DISTRICT

All properties abutting that section of
Roblane Ave., From Quarterline Rd. to Marlane St.

EXHIBIT "A" SPECIAL ASSESSMENT DISTRICT



NO SCALE

AFFIDAVIT OF MAILING

STATE OF MICHIGAN)
) SS
COUNTY OF MUSKEGON)

TO CREATE A SPECIAL ASSESSMENT DISTRICT FOR THE FOLLOWING:

ROBLANE AVE., QUARTERLINE RD. TO MARLANE 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 1ST DAY OF FEBRUARY, 2008.

Ann Becker
ANN BECKER, CITY CLERK

SUBSCRIBED AND SWORN TO BEFORE ME THIS
13th DAY OF February, 2008.

Linda Potter
NOTARY PUBLIC, MUSKEGON COUNTY, MICHIGAN
MY COMMISSION EXPIRES 9-25-2012

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:

ROBLANE AVE., QUARTERLINE RD. TO MARLANE ST.
AND
DALE AVE., SANFORD ST. TO PECK ST

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

All parcels abutting Roblane Ave., from Quarterline Rd. to Marlane St.

And
All Parcels Abutting Dale Ave., from Sanford St. to Peck 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 ***FEBRUARY 12, 2008 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 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.

PUBLISH: **February 2, 2008** Ann Becker 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:

Ann Becker City Clerk
933 Terrace Street, Muskegon, MI 49440
(231) 724-6705 or TDD (231) 724-6773

ENGINEERING FEASIBILITY STUDY
ROBLANE AVE. from
QUARTERLINE RD. to MARLANE ST.

The proposed reconstruction of Roblane Ave. between Quarterline & Marlane St., see attached special assessment district map, was initiated by the City due to the conditions of the road and drainage. We feel that reconstruction is the most effective method especially with the needs for other facilities such as storm sewer system in that area. The existing pavement condition of 35 (out of 100) is well below acceptable.

The proposed reconstruction consists of existing pavement removal, constructing a new curb & gutter street & new storm sewer system.

A memorandum from the Assessor's office, which addresses appraisal and benefits to abutting properties, is attached.

The preliminary cost estimate for the work associated with paving is approximately $80,000.00 with the length of the project being approximately 510 lineal feet or 782.1 feet of assessable front footage. This translates into an estimated improvement cost of $102 per assessable foot. However, based on the 2008 assessment figure for this type of improvement, the assessment will not exceed $32.00 per assessable foot.

While the preliminary proposed assessment rate on the resolution is 26.4%, the actual rate, upon completion of the project and at the time of spreading, will be limited to the 25% of total cost as amended in the special assessment policy

MUSKEGON COUNTY
M I C H I G A N

BOARD OF COMMISSIONERS

James J. Derezinski
Chair, District 4

I. John Snider II
Vice Chair, District 3

P. Don Aley
District 7

Charles L. Buzzell
District 2

Lew Collins
District 6

Marvin R. Engle
District 5

Bill Gill
District 8

Kenneth Mahoney
District 1

Louis A. McMurray
District 9

Robert Scolnik
District 11

Roger C. Wade
District 10

January 25, 2008

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 reconstruction of Roblane Avenue from Quarterline Road to Marlane Street (Project # H-1636). 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 January 25, 2008.

The proposed special assessment district encompasses primarily commercial properties. The City of Muskegon's Engineering Department has provided all frontage estimates in accordance with the City's Special Assessment Policy and all project-related costs. The total project cost is estimated to be $80,000. The amount of money to be spread to the 5 property owners has been estimated at $21,152.00 or 26.4% of the total costs. The proposed front foot rated to be spread is $32.00. The City's Engineering Department is solely responsible for these figures.

In conclusion, it is my opinion that the special assessment amounts as provided by the City 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. Simply stated, the front foot rate of $32.00 to be spread over an assessable footage of 782.10 for the reconstruction of the above mentioned project area appears reasonable and equitable based upon the data presented by the City of Muskegon Engineering Department, and on supporting office records.

Sincerely,

Dennis W. Burns, CMAE 3

Assessment Administration Supervisor

EQUALIZATION DEPARTMENT – 173 E. APPLE AVE., BUILDING C - MUSKEGON, MI 49442
WWW.CO.MUSKEGON.MI.US/EQUALIZATION (231) 724-6386 - FAX (231)724-1129
TTY (231)722-4103 - An EEO/ADA/AA Employer

January 11, 2008

«OwnerName1»
«OwnerStreetAddress»
«OwnerCity», «OwnerState» «OwnerZipCode» 1

The City of Muskegon is asking for your support for improvement of the street adjoining your property located at «PropAddressCombined».

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 1/22/2008. 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.

February 1, 2008

«OWNERS_NAME»
«OWNERS_ADDRESS»
«OWNERS_CITY», «OWNERS_STATE» «OWNERS_ZIPCODE» «ID»

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:

ROBLANE AVE., QUARTERLINE RD. to MARLANE St.

The proposed special assessment district will be located as follows:

All parcels abutting ROBLANE AVE. from QUARTERLINE RD. to MARLANE 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 February 12, 2008 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.

CITY OF MUSKEGON
ROBLANE AVE., QUARTERLINE RD. TO MARLANE ST. H-1631
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
ROBLANE AVE., QUARTERLINE RD. TO MARLANE ST. H-1631
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 2007, pension or other benefit checks, bank statements for direct deposits or agency statements for all household income.

2007

65% MEDIAN HOUSEHOLD INCOME CHART	
FAMILY SIZE	INCOME LIMIT
1	$28,210
2	32,240
3	36,270
4	40,365
5	43,550
6	46,800
7	49,985
8	53,235
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 February 12, 2008

Project Title: ROBLANE AVE., QUARTERLINE RD. TO MARLANE ST.

Project Description RECONSTRUCTION, STORM SEWER

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:	XX.XX Feet
Estimated Front Foot Cost:	$32.00 per Foot
ESTIMATED TOTAL COST	**$14,368.00**

Property Description

CITY OF MUSKEGON SHADY LANE LOTS 5-13 INCL ALSO INCL ALLEY BTWN LOTS 11 & 12 SBJT TO CABLE EASEMENT RECORD'D L/P 3629/483

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

H-1636

RECONSTRUCTION, STORM SEWER

HEARING DATE: 2/12/2008

ROBLANE AVE., QUARTERLINE RD. TO MARLANE ST.

1	BAKER COLLEGE OF MUSKEGO			ASSESSABLE FEET:	531
24-760-000-0005-00	1903 MARQUETTE AVE			COST PER FOOT:	$32.00
@ 440 S QUARTERLINE	MUSKEGON	MI	49442	ESTIMATED P.O. COST:	$14,368.00
2	LAKATOS JULIUS E			ASSESSABLE FEET:	104
24-760-000-0074-00	462 QUARTERLINE			COST PER FOOT:	$32.00
@ 462 S QUARTERLINE	MUSKEGON	MI	49442	ESTIMATED P.O. COST:	$1,664.00
3	DURBIN DEITRA			ASSESSABLE FEET:	47.7
24-760-000-0051-00	465 SUELANE ST			COST PER FOOT:	$32.00
@ 465 SUELANE ST	MUSKEGON	MI	49442	ESTIMATED P.O. COST:	$1,664.00
4	464 ELLSWORTH TRUST			ASSESSABLE FEET:	49.7
24-760-000-0042-00	2743 HENRY ST 227			COST PER FOOT:	$32.00
@ 464 SUELANE ST	MUSKEGON	MI	49441	ESTIMATED P.O. COST:	$1,728.00
5	VANDERVELDE ERIC/AMANDA			ASSESSABLE FEET:	49.7
24-760-000-0041-00	463 MARLANE ST			COST PER FOOT:	$32.00
@ 463 MARLANE ST	MUSKEGON	MI	49442	ESTIMATED P.O. COST:	$1,728.00

SUM OF ASSESSABLE FOOTAGE: 782.10

SUM OF ESTIMATED P.O. COST: $21,152.00

TOTAL NUMBER OF ASSESSABLE PARCELS 5.00

SPECIAL ASSESSMENT

HEARING RESPONSE CARD

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

Return This Card By February 12, 2008

Project Title: ROBLANE AVE., QUARTERLINE RD. TO MARLANE ST.

Project Description: RECONSTRUCTION, STORM SEWER

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:	462 S QUARTERLINE RD	
Parcel Number	24-760-000-0074-00	
Assessable Frontage:	104	Feet
Estimated Front Foot Cost:	$32.00	per Foot
ESTIMATED TOTAL COST	**$1,664.00**	

RECEIVED
FEB 07 2008
City Clerks Office

Property Description

CITY OF MUSKEGON SHADY LANE LOT 74 & N 32 FT OF LOT 73

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	Julius Lakatos	CoOwner/Spouse	
Signature	Julius Lakatos	Signature	
Address	462. Quarterline	Address	

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

H-1636 ROBLANE AVE., QUARTERLINE RD. TO MARLANE ST.

PROPERTY OWNER SPECIAL ASSESSMENT RESPONSE TABULATION

	FEET	PERCENTAGE
TOTAL ASSESSABLE FRONT FOOTAGE	782.10 ***	
FRONT FEET OPPOSED	104.00	13.30%
RESPONDING FRONT FEET IN FAVOR	0.00	0.00%
NOT RESPONDING - FRONT FEET IN FAVOR	678.10	86.70%
TOTAL FRONT FEET IN FAVOR	678.10	86.70%

TOTAL NUMBER OF PARCELS - 5

	FOR					OPPOSE				
	LETTER#	ST#	ST NAME	PARCEL#	FEET	LETTER#	ST#	ST NAME	PARCEL#	FEET
						2	462	S. QUARTERLINE	24-760-000-0074-00	104.00
TOTALS					0.00					104.00

TABULATED AS OF: 05:06 PM

Date: February 12, 2008

To: Honorable Mayor and City Commissioners

From: Engineering

RE: Public Hearing
Create Special Assessment District for:
DALE AVE., SANFORD ST. TO PECK ST.

SUMMARY OF REQUEST:

To hold a public hearing on the proposed special assessment of the **Dale Ave., Sanford St. to Peck St.** project, 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. 2008-16(c)

Resolution At First Hearing Creating Special Assessment District
For: **Dale Ave. from Sanford St. to Peck St.**

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

RECITALS:

1. A hearing has been held on **February 12, 2008** 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 with the City and have been reviewed for this hearing.

3. At the hearing held **February 12, 2008**, there were 0.0 % objections by the owners of the prop the district registered at the hearing either in writing received before or at the hearing or by owners agents present at the hearing, and the Commission has considered the advisability of proceeding w project.

FINDINGS:

1. The City Commission has examined the estimates of cost to construct the project including all ass 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 be received by each property proposed to be assessed in the district after the improvements have b made. The City Commission determines that the assessments of costs of the City project will enh value of the properties to be assessed in an amount at least equivalent to the assessment and that t 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 for Exhibit A attached to this resolution.

2. The City Commission determines to proceed with the improvements as set forth in the feasibility 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 financing the improvements, the Finance Department shall prepare plans for financing including submission of application to the Michigan Department of Treasury and the beginning of bond pr

CITY OF MUSKEGON

Resolution No. 2008-16(c)

Resolution At First Hearing Creating Special Assessment District
For: **Dale Ave. from Sanford St. to Peck St.**

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

RECITALS:

1. A hearing has been held on **February 12, 2008** at 5:30 o'clock p.m. at the City Commission Chambers. Notice was given by mail and publication as required by law.

2. That estimates of costs of the project, a feasibility report and valuation and benefit information are on file with the City and have been reviewed for this hearing.

3. At the hearing held **February 12, 2008**, there were 0.0 % objections by the owners of the property in the district registered at the hearing either in writing received before or at the hearing or by owners or agents present at the hearing, and the Commission has considered the advisability of proceeding with the project.

FINDINGS:

1. The City Commission has examined the estimates of cost to construct the project including all assessable expenses and determines them to be reasonable.

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

THEREFORE, BE IT RESOLVED:

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

2. The City Commission determines to proceed with the improvements as set forth in the feasibility study and estimates of costs, and directs the City Engineer to proceed with project design, preparation of specifications and the bidding process. If appropriate and if bonds are to be sold for the purposes of financing the improvements, the Finance Department shall prepare plans for financing including submission of application to the Michigan Department of Treasury and the beginning of bond proceedings.

3. The City Commission hereby appoints a Board of Assessors consisting of City Commissioners Spataro and Gawron 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 13.9% 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, Gawron, Shepherd, Spataro, Warmington, Wierengo, and Wisneski

Nays None

CITY OF MUSKEGON

By _____
Ann Marie Becker, City Clerk

ACKNOWLEDGMENT

This resolution was adopted at a meeting of the City Commission, held on **February 12, 2008**. 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 _____
Ann Marie Becker, City Clerk

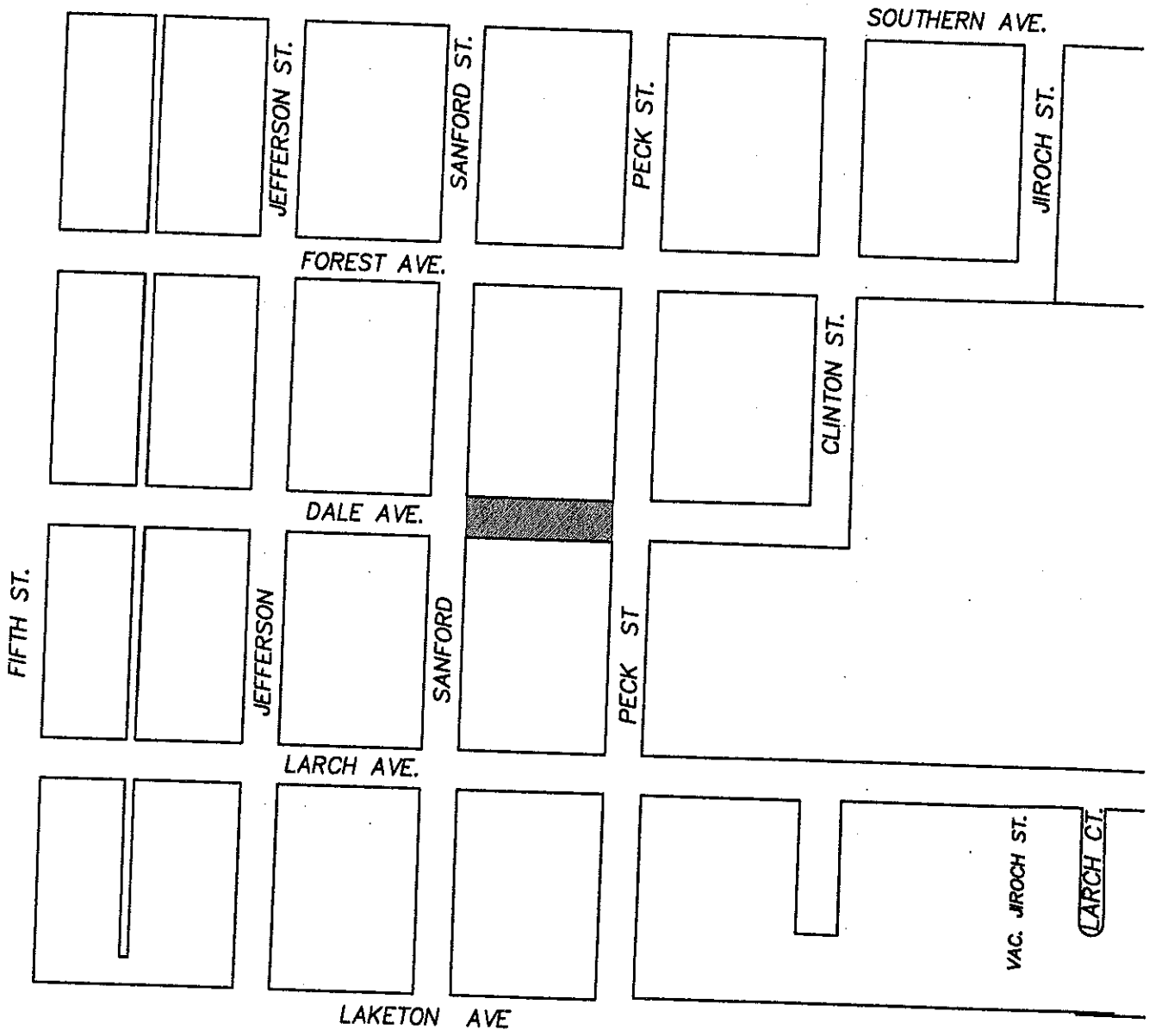
EXHIBIT A

Dale Ave., from Sanford St. to Peck St.

SPECIAL ASSESSMENT DISTRICT

All properties abutting that section of
Dale Ave., from Sanford St. to Peck St.

EXHIBIT "A" SPECIAL ASSESSMENT DISTRICT



NO SCALE

AFFIDAVIT OF MAILING

STATE OF MICHIGAN)
) SS
COUNTY OF MUSKEGON)

TO CREATE A SPECIAL ASSESSMENT DISTRICT FOR THE FOLLOWING:

Dale Ave., Sanford St. to Peck 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 1ST DAY OF FEBRUARY, 2008.

Ann Becker
ANN BECKER, CITY CLERK

SUBSCRIBED AND SWORN TO BEFORE ME THIS
13th DAY OF February, 2008.

Linda Potter
NOTARY PUBLIC, MUSKEGON COUNTY, MICHIGAN
MY COMMISSION EXPIRES 9-25-2012

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:

ROBLANE AVE., QUARTERLINE RD. TO MARLANE ST.
AND
DALE AVE., SANFORD ST. TO PECK ST

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

All parcels abutting Roblane Ave., from Quarterline Rd. to Marlane St.

And
All Parcels Abutting Dale Ave., from Sanford St. to Peck 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 ***FEBRUARY 12, 2008 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 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.

PUBLISH: **February 2, 2008** Ann Becker 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:

Ann Becker City Clerk
933 Terrace Street, Muskegon, MI 49440
(231) 724-6705 or TDD (231) 724-6773

ENGINEERING FEASIBILITY STUDY

Dale Ave. from
Sanford St. to Peck St.

The proposed reconstruction of Dale Ave. between Sanford St. & Peck St., see attached special assessment district map, was initiated by the City due to the street conditions and letters from residents. We feel that reconstruction is the most effective method especially with the needs for other facilities such as storm sewer work in that area. The existing pavement condition of 25 (out of 100) is well below acceptable.

The proposed reconstruction consists of existing pavement removal and constructing a new curb & gutter street along with all other necessary utilities.

A memorandum from the Assessor's office, which addresses appraisal and benefits to abutting properties, is attached.

The preliminary cost estimate for the work associated with paving is approximately $65,000.00 with the length of the project being approximately 300 lineal feet or 282 feet of assessable front footage. This translates into an estimated improvement cost of $230 per assessable foot. However, based on the 2008 assessment figure for this type of improvement, the assessment will not exceed $32.00 per assessable foot.

MUSKEGON COUNTY
M I C H I G A N

BOARD OF COMMISSIONERS

James J. Derezinski
Chair, District 4

I. John Snider II
Vice Chair, District 3

P. Don Aley
District 7

Charles L. Buzzell
District 2

Lew Collins
District 6

Marvin R. Engle
District 5

Bill Gill
District 8

Kenneth Mahoney
District 1

Louis A. McMurray
District 9

Robert Scolnik
District 11

Roger C. Wade
District 10

January 25, 2008

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 reconstruction of Dale Avenue from Peck Street to Sanford Street (Project # H-1631). 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 January 25, 2008.

The proposed special assessment district encompasses a combination of commercial and residential properties. The City of Muskegon's Engineering Department has provided all frontage estimates in accordance with the City's Special Assessment Policy and all project-related costs. The total project cost is estimated to be $65,000. The amount of money to be spread to the 4 property owners has been estimated at $9,024.00 or 13.9% of the total costs. The proposed front foot rated to be spread is $32.00. The City's Engineering Department is solely responsible for these figures.

In conclusion, it is my opinion that the special assessment amounts as provided by the City 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. Simply stated, the front foot rate of $32.00 to be spread over an assessable footage of 282.00 for the reconstruction of the above mentioned project area appears reasonable and equitable based upon the data presented by the City of Muskegon Engineering Department, and on supporting office records.

Sincerely,

Dennis W. Burns, CMAE 3
Assessment Administration Supervisor

EQUALIZATION DEPARTMENT – 173 E. APPLE AVE., BUILDING C - MUSKEGON, MI 49442
WWW.CO.MUSKEGON.MI.US/EQUALIZATION (231) 724-6386 - FAX (231)724-1129
TTY (231)722-4103 - An EEO/ADA/AA Employer

January 11, 2008

«OwnerName1»
«OwnerStreetAddress»
«OwnerCity», «OwnerState» «OwnerZipCode» 1

The City of Muskegon is asking for your support for improvement of the street adjoining your property located at «PropAddressCombined».

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 1/22/2008. 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.

February 1, 2008

«OWNERS_NAME»
«OWNERS_ADDRESS»
«OWNERS_CITY», «OWNERS_STATE» «OWNERS_ZIPCODE» «ID»

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:

Dale Ave., Sanford St. to Peck St.

The proposed special assessment district will be located as follows:

All parcels abutting Dale Ave. from Sanford St. to Peck 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 February 12, 2008 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.

CITY OF MUSKEGON
DALE AVE., SANFORD ST. TO PECK ST. H-1631
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
DALE AVE., SANFORD ST. TO PECK ST. H-1631
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 2007, pension or other benefit checks, bank statements for direct deposits or agency statements for all household income.

2007

65% MEDIAN HOUSEHOLD INCOME CHART	
FAMILY SIZE	INCOME LIMIT
1	$28,210
2	32,240
3	36,270
4	40,365
5	43,550
6	46,800
7	49,985
8	53,235
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 February 12, 2008

Project Title: Dale Ave., Sanford St. to Peck St.

Project Description: RECONSTRUCTION

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
	24-XXX-XXX-XXXX-XX
Assessable Frontage:	XX.XX
Estimated Front Foot Cost:	$32.00 per Foot
ESTIMATED TOTAL COST	**$3,552.00**

Property Description

CITY OF MUSKEGON REVISED PLAT OF 1903 LOT 1 EX W 78 FT ALSO LOTS 11-12 BLK 445

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 H1631

RECONSTRUCTION HEARING DATE: February 12, 2008

Dale Ave., Sanford St. to Peck St.

1	GREEN JAMES R/KATHY R			ASSESSABLE FEET:	66
24-205-444-0006-00	34 W DALE AVE			COST PER FOOT:	$32.00
@ 34 W DALE AVE	MUSKEGON	MI	49441	ESTIMATED P.O. COST:	$2,112.00
2	MATTHEWS PAUL			ASSESSABLE FEET:	66
24-205-444-0007-00	1669 PECK ST			COST PER FOOT:	$32.00
@ 1669 PECK ST	MUSKEGON	MI	49441	ESTIMATED P.O. COST:	$2,112.00
3	JOHNSON JERRY			ASSESSABLE FEET:	39
24-205-445-0001-00	938 EMERSON AVE			COST PER FOOT:	$32.00
@ 1690 SANFORD ST	MUSKEGON	MI	49442	ESTIMATED P.O. COST:	$1,248.00
4	MUSKEGON RESCUE MISSION			ASSESSABLE FEET:	111
24-205-445-0011-00	1691 PECK ST			COST PER FOOT:	$32.00
@ 1691 PECK ST	MUSKEGON	MI	49441	ESTIMATED P.O. COST:	$3,552.00

SUM OF ASSESSABLE FOOTAGE: 282.00 **SUM OF ESTIMATED P.O. COST:** $9,024.00

TOTAL NUMBER OF ASSESSABLE PARCELS 4.00

SPECIAL ASSESSMENT

HEARING RESPONSE CARD

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

Return This Card By February 12, 2008

Project Title: Dale Ave., Sanford St. to Peck St.

Project Description: RECONSTRUCTION

RECEIVED
FEB 06 2008
City Clerks Office

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:	34 W DALE AVE	
Parcel Number	24-205-444-0006-00	
Assessable Frontage:	66	Feet
Estimated Front Foot Cost:	$32.00	per Foot
ESTIMATED TOTAL COST	**$2,112.00**	

Property Description

CITY OF MUSKEGON REVISED PLAT OF 1903 LOT 6 & S 5 FT LOT 5 BLK 444

Your vote COUNTS!

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

I AM IN FAVOR [X] I AM OPPOSED [ ]

Owner	James R + Kathy R. Dreen	CoOwner/Spouse	
Signature	Kathy R Dreen	Signature	
Address	34 W. Dale Ave	Address	

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

I am voting in favor but we have special problems because we are the only house that faces Dale. We will be coming to the meeting with our concerns. Thank you

H-1612 DALE AVE., SANFORD ST. TO PECK ST

PROPERTY OWNER SPECIAL ASSESSMENT RESPONSE TABULATION

	FEET	PERCENTAGE
TOTAL ASSESSABLE FRONT FOOTAGE	282.00 ***	
FRONT FEET OPPOSED	0.00	0.00%
RESPONDING FRONT FEET IN FAVOR	66.00	23.40%
NOT RESPONDING - FRONT FEET IN FAVOR	216.00	76.60%
TOTAL FRONT FEET IN FAVOR	282.00	100.00%

TOTAL NUMBER OF PARCELS - 4

	FOR					OPPOSE				
	LETTER#	ST#	ST NAME	PARCEL#	FEET	LETTER#	ST#	ST NAME	PARCEL#	FEET
	1	34	W. DALE	24-205-444-0006-00	66.00					
TOTALS					66.00					0.00

TABULATED AS OF: 05:06 PM

2/12/2008 5:06 PM TABULATION OF THE RESPONSES TO THE SP. ASS. HEARING ON Dale

Commission Meeting Date: January 22, 2008

Date: **January 11, 2008**

To: **Honorable Mayor and City Commissioners**

From: **Planning & Economic Development**

RE: **Amendment to the Zoning Ordinance – WM, Waterfront Marine Districts, Special Land Uses Permitted**

SUMMARY OF REQUEST:

Request to amend Section 1901 (Special Land Uses Permitted) of Article XIX (WM, Waterfront Marine Districts) to allow an additional special land use.

FINANCIAL IMPACT:

None

BUDGET ACTION REQUIRED:

None

STAFF RECOMMENDATION:

Staff recommends amendment of the Zoning Ordinance to allow an additional special land use in the WM, Waterfront Marine zoning district.

COMMITTEE RECOMMENDATION:

The Planning Commission recommended approval of the request at their 1/10 meeting. The vote was unanimous with T. Michalski and B. Smith absent.

Staff Report (EXCERPT)
CITY OF MUSKEGON
PLANNING COMMISSION
REGULAR MEETING

January 10, 2008

Hearing; Case 2008-01: Staff initiated request to amend Section 1901 (Special Land Uses Permitted) of Article XIX, (WM, Waterfront Marine Districts), of the zoning ordinance, to add museums as a special land use in an WM district.

BACKGROUND

Currently, museums are allowed only in B-3, Central Business and OSR, Open Space Recreation zoning districts, and then only with a special land use permit. The Preamble of the Waterfront Marine district states that the districts "are designed to accommodate boating and water oriented land and building use along with those activities and services related to harbor and waterway improvements. " Therefore, adding this use seems to compliment other uses already allowed in a Waterfront Marine district, which include marinas, restaurants, and hotels, to name a few. Some of these uses, and others allowed with a special land use permit, add character and attract tourists, and allow our area residents to enjoy more use of our lakefront properties.

Adding museums as a special land use in the Waterfront Marine zoning district would allow the Milwaukee Clipper, or any other museum ship, to dock at any port located within a Waterfront Marine zoning district, with whatever conditions Planning Commission would want to impose. It would also allow any other type of museum to locate on any property within a Waterfront Marine zoning district, upon securing a special land use permit from the Planning Commission.

NEW LANGUAGE

Deletions are ~~crossed out~~ and additions are in **bold:**

Section 1901, new #6

6. **Museums**

DELIBERATION

I move that the amendments to Section 1901, of Article XIX, WM, Waterfront Marine Districts, of the City of Muskegon Zoning Ordinance to add museums as a special land use in a WM, Waterfront Marine District, be recommended to the City Commission for (approval/denial).

CITY OF MUSKEGON

MUSKEGON COUNTY, MICHIGAN

ORDINANCE NO._____

An ordinance to amend Section 1901 (Special Land Uses Permitted) of Article XIX (WM, Waterfront Marine Districts), to allow an additional special land use.

THE CITY COMMISSION OF THE CITY OF MUSKEGON HEREBY ORDAINS:

NEW LANGUAGE
Deletions are ~~crossed out~~ and additions are in **bold:**

Section 1901, new #6

6. **Museums**

This ordinance adopted:

Ayes:_____

Nayes:_____

Adoption Date:_____

Effective Date:_____

First Reading:_____

Second Reading:_____

CITY OF MUSKEGON

By: _____
Ann Marie Becker, MMC, City Clerk

CERTIFICATE

The undersigned, being the duly qualified clerk of the City of Muskegon, Muskegon County, Michigan, does hereby certify that the foregoing is a true and complete copy of an ordinance adopted by the City Commission of the City of Muskegon, at a regular meeting of the City Commission on the 22nd day of January, 2008, at which meeting a quorum was present and remained throughout, and that the original of said ordinance is on file in the records of the City of Muskegon. I further certify that the meeting was conducted and public notice was given pursuant to and in full compliance with Act No. 267, Public Acts of Michigan of 1976, as amended, and that minutes were kept and will be or have been made available as required thereby.

DATED: _____, 2008.

_____
Ann Marie Becker, MMC
Clerk, City of Muskegon

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

CITY OF MUSKEGON
NOTICE OF ADOPTION

Please take notice that on January 22, 2008, the City Commission of the City of Muskegon adopted an ordinance to amend Section 1901 (Special Land Uses Permitted) of Article XIX (WM, Waterfront Marine Districts) adding language to allow an additional special land use in the WM, Waterfront Marine District.

Copies of the ordinance may be viewed and purchased at reasonable cost at the Office of the City Clerk in the City Hall, 933 Terrace Street, Muskegon, Michigan, during regular business hours.

This ordinance amendment is effective ten days from the date of this publication.

Published _____, 2008.

CITY OF MUSKEGON

By _____
Ann Marie Becker, MMC
City Clerk

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

Account No. 101-80400-5354

AGENDA ITEM NO. _____

CITY COMMISSION MEETING _____

TO: Honorable Mayor and City Commissioners

FROM: Bryon L. Mazade, City Manager

DATE: January 29, 2008

RE: Sale of Property to the County of Muskegon

SUMMARY OF REQUEST:
To approve the sale of property to the County of Muskegon for the construction of mental health facilities.

FINANCIAL IMPACT:
The sale is for $1.00.

BUDGET ACTION REQUIRED:
None.

STAFF RECOMMENDATION:
To approve the sale and authorize the Mayor to execute the attached Purchase Agreement and Quit Claim deed.

COMMITTEE RECOMMENDATION:
None.

PURCHASE AGREEMENT

THIS PURCHASE AGREEMENT, dated the 12th day of February, 2008, by and between the COUNTY OF MUSKEGON, a Michigan municipal corporation, having an address at 990 Terrace Street, Muskegon, Michigan 49942 (the "Purchaser") and the CITY OF MUSKEGON, a Michigan municipal corporation, having an address at 933 Terrace Street, Muskegon, Michigan 49442, (the "Seller").

1.0 Property to be Purchased. On and subject to the terms and conditions hereinafter set forth, Seller hereby agrees to sell to Purchaser and Purchaser hereby agrees to purchase from Seller, the parcel of real property situated in the City of Muskegon, County of Muskegon, State of Michigan, which is legally described below:

The North 1/2 of Lot 6, Block 213, Revised Plat of 1903, City of Muskegon, Muskegon County, Michigan.

2.0 Purchase Price. The purchase price of the premises (the "Purchase Price") shall be One Dollar ($1.00).

2.1 Terms of Payment. Purchaser shall pay the full Purchase Price to Seller upon execution and delivery of a quit claim deed subject to the conditions set forth herein.

3.0 Title to Premises. Purchaser agrees to accept title to said property, subject to applicable zoning ordinances.

4.0 Title. Seller shall convey good and marketable fee simple title to the premises to Purchaser by general quit claim deed (the "Deed"). The deed shall recite nominal consideration.

5.0 Representations and Warranties. This sale is made "as is" with all faults. SELLER MAKES NO WARRANTIES (INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE) WITH RESPECT TO SAID PROPERTY.

6.0 Conditions to Purchaser's Obligations to Close

6.1 The obligation of Purchaser to consummate the transaction contemplated by this Agreement is conditioned upon the fulfillment of each of the following conditions as of the Closing Date (all or any portion of which may be waived in whole or in part by Purchaser at or prior to the Closing Date).

6.1.1 Seller shall have performed, observed and complied with all of the covenants, agreements and conditions required by this Agreement to be performed, observed and complied with by Seller prior to or as of the Closing Date as and when required;

6.1.2 All Governmental Approvals shall have been obtained.

6.2 It is understood that the parties are entering into this Agreement with the understanding that it is the Purchaser's intent to construct a mental health facility, and no other purchase, within five (5) years of the date of closing. It is further understood that should Purchaser fail to construct a mental health facility within five (5) years that the property, which is the subject of this Agreement, will revert back to Seller.

7.0 Conditions of Seller's Obligations to Close.

7.1 The obligation of Seller to consummate the transaction contemplated by this Agreement is conditioned upon the fulfillment of each of the following conditions as of the Closing Date (all of any portion of which may be waived in whole or in part by Seller at or prior to the Closing Date).

7.1.1 A quit claim deed in recordable form as required by Section 4.0 of this Agreement.

7.1.2 Seller shall have performed, observed and complied with all the covenants, agreements and conditions required by this Agreement to be performed, observed and complied with by Purchaser prior to or as of the Closing Date as and when required.

8.0 Closing. Closing shall be held within thirty (30) calendar days after the closing documents are ready. If the Closing of the sale is delayed by reasons of delays in title work, required inspection, surveying or by title defects which can readily be corrected the date of closing but is delayed in consummation of the security transactions, then an extension of thirty (30) calendar days shall be allowed for closing.

8.1 The closing shall take place at a location to be determined by the parties.

9.0 Possession. Possession of the property described in 1.0 above shall be immediate upon closing.

10.0 Assignment. Purchaser shall not have the right to assign its rights under this Agreement without the consent of the Seller.

11.0 Counterparts. This Agreement may be executed in counterparts and all such counterparts shall constitute one agreement, binding on all the parties, notwithstanding that all the parties are not signatories to the same counterpart.

12.0 Execution Date. The term "Execution Date" as used herein shall mean the later of the dates on which Seller and Purchaser executed this Agreement.

13.0 Survival. The terms and conditions of this Purchase Agreement shall survive closing.

14.0 Governing Law. This Purchase Agreement shall be construed in accordance with and governed by the laws of the State of Michigan with the exception that the terms used in this Purchase Agreement shall be given their common and ordinary meaning and shall not be construed against either party.

15.0 Amendments. This Purchase Agreement may be amended or modified only by a document in writing executed by each of the parties who are signatories to this document, or their successors.

16.0 This Purchase Agreement shall remain valid until February 29, 2008.

PURCHASER:

COUNTY OF MUSKEGON

BY: _____
James J. Derezinski, Chairperson
Muskegon County Board of
Commissioners

SELLER:

CITY OF MUSKEGON

BY: _____
Stephen J. Warmington, Mayor

QUIT CLAIM DEED

The Grantor, the City of Muskegon, whose street number and post office address is 933 Terrace Street, Muskegon, MI 49442, QUIT CLAIMS to the County of Muskegon, whose street number and post office address is 990 Terrace Street, Muskegon, MI 49442, the following described premises located in the City of Muskegon, County of Muskegon, State of Michigan to-wit:

The North ½ of Lot 6, Block 213, Revised Plat of 1903, City of Muskegon, Muskegon County, Michigan.

Subject to easements, restrictions, encumbrances and reservations of record;

For the sum of One Dollar and 00/100 ($1.00).

This deed is exempt from transfer tax by reason of MSA 7.456(5)(a) and MCL 207.526 Sec. 6(a).

The Grantor grants to the Grantee all of their subdivision rights under Section 108 of the Land Division Act, Act No. 288 of the Public Acts of 1967.

This property may be located within the vicinity of farmland or farm operation. Generally accepted agricultural and management practices which may generate noise, dust odors and other associated conditions may be used and are protected by the Michigan right to farm act.

Dated this _____ day of _____, 2008

SIGNED AND SEALED:
CITY OF MUSKEGON

By: _____
Stephen J. Warmington, Its Mayor

STATE OF MICHIGAN)
) ss.
COUNTY OF MUSKEGON)

The foregoing instrument was acknowledged before me by Stephen J. Warmington, Mayor of the City of Muskegon on behalf of the City, this 14th day of February, 2008.

Linda Potter
Linda Potter
Notary Public, State of Michigan
County of Muskegon
My Commission Expires: 9-25-2012
Acting in the County of Muskegon

Prepared by:
WILLIAMS, HUGHES & COOK, PLLC
By: Theodore N. Williams, Jr. (P32291)
120 West Apple Avenue, P.O. Box 599
Muskegon, MI 49443-0599
Telephone: (231) 728-1111

After recording return to:
Theodore N. Williams, Jr.
P.O. Box 599
Muskegon, MI 49443-0599

Subsequent Tax Bills to:

Commission Meeting Date: February 12, 2008

Date: **February 1, 2008**

To: **Honorable Mayor & City Commission**

From: **Planning & Economic Development Department** CBC

RE: **Muskegon Events Committee**

SUMMARY OF REQUEST: A group of City Staff and representatives from Walker Arena and the Convention & Visitors Bureau (CVB), have been meeting to plan events for Muskegon. The goal of the Committee is to provide residents of the area with events to attend and participate in, and to bring visitors to the area to enjoy Muskegon's natural resources, entertainment, dining, accommodations and shopping opportunities. Generating major events in the City will also create better usage of our City facilities (e.g., Walker Arena, beaches, parks). At this time, the Events Committee requests that the City Commission formally recognize the group as a Committee. This will assist in public relations, marketing and fundraising efforts.

FINANCIAL IMPACT: None, at this time. However, with major events being generated in our community, the City will gain financially from visitors to the area through revenues at the various venues offered (e.g, restaurants, hotels, entertainment facilities).

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: To formally recognize the Muskegon Events Committee. Members currently consist of: Jill Foreman (CVB), Tony Lisman (Walker Arena), Ann Becker, Cathy Brubaker-Clarke, Lowell Kirksey, Bob Kuhn, Bryon Mazade, Tim Paul, Doug Salyes, and Bernadette Young. Additional members may be added, depending on the events being developed/coordinated.

COMMITTEE RECOMMENDATION:

AGENDA ITEM NO. _____

CITY COMMISSION MEETING _____

TO: Honorable Mayor and City Commissioners

FROM: Bryon L. Mazade, City Manager

DATE: February 6, 2008

RE: Addition to 2008 Street Construction Plan – Beidler Street

SUMMARY OF REQUEST:
To approve amending the 2008 street construction plan to add Beidler Street between Laketon and Southern Avenues. Funds have become available to do this project because Harbortowne Circle and Vincent Drive were dropped for the 2008 construction season.

FINANCIAL IMPACT:
Approximately $575,000.

BUDGET ACTION REQUIRED:
None at this time.

STAFF RECOMMENDATION:
To approve the request.

COMMITTEE RECOMMENDATION:
None.

MEMORANDUM

To: Bryan Mazade, City Manager

From: Mohammed Al-Shatel, City Engineer

Date: January 7, 2008

Re: Withdrawal Special assessment Petition for Harbour Town Circle

In light of Harbour Town Condo association's request to remove the proposed street paving from the adopted 2008 budget I offer the following should the City Commission decide to concur with the request;

Consider using the budgeted amount of $490,000 to construct one of the following projects which have already been surveyed and designed:

- Beidler between Laketon & Southern
- Ridge between Cumberland & Wickham
- Hackley between Hudson & Seaway
- Palmer between Laketon & Southern

All four (4) of the above mentioned projects were designed during the recent past but were not constructed for a variety of reasons ranging from not passing the special assessment district to availability of funds. The need for minimal engineering work makes any one of those projects an ideal substitute since the cost to construct would be within the budgeted amount in the street fund and would require a minor adjustment to the struggling sewer fund.

Beidler street was designed and presented to the City Commission in 2004. At that time, owners of 78% of assessable footage opposed the then proposed assessment and a district was never created. The estimated cost of the project is $575,000 of which $327,000 street, $220,000 water and $23,000 sanitary. **This project would be staff's recommendation since the road surface is the worst.**

Ridge street was designed and presented to the City Commission in 2004. At that time, owners of 63% of assessable footage opposed the then proposed assessment and a district was never created. The estimated cost of the project is $125,000 street funds.

Hackley street was designed and presented to the City Commission in 2003. At that time, owners of 62% of assessable footage opposed the then proposed assessment and a

district was never created. The estimated cost of the project is $425,000 of which $175,000 street, $225,000 water. If my memory services me correctly, most objections were based on the on-going construction of the apartment complex on Hackley which have since been completed.

Palmer street was designed but never made the approved budget due to availability of funds. The estimated cost of the project is $675,000 of which $500,000 street, $160,000 water and $15,000 sanitary (as best as we can tell at this time without televising).

MUNICIPAL SERVICES AGREEMENT

This Municipal Services Agreement (the "MSA" or "Agreement") is made this 12th day of February. 2008, by and between City of Muskegon, Michigan, (the "City"), and the Lac Viuex Desert Band of Lake Superior Chippewa Indians (the "Tribe"), with reference to the following;

RECITALS

WHEREAS, the Tribe is a federally recognized Indian tribe; and

WHEREAS, the Tribe has or will own a parcel of real property located within the City in fee simple known as Terrace Pointe, which is the former SPX Headquarters (the "Property") (a legal description of the Property is attached hereto and incorporated herein as Exhibit 1); and

WHEREAS, the Property constitutes "Indian lands" of the Tribe within the scope and meaning of the Indian Gaming Regulatory Act of 1988, 25 U.S.C. § 2701 et seq. (the "IGRA"), and will therefore be eligible for gaming, consisting of an estimated 1,500 Class III electronic games of chance and 8 table games, pursuant to and in accordance with the terms and provisions of the IGRA; and

WHEREAS, the Tribe has determined that the development, construction and operation of the Project, as defined below, pursuant to and in accordance with the terms and provisions of the IGRA is an important tribal government project which is intended to improve the economic condition of the Tribe and its members, increase tribal revenues, enhance the Tribe's economic self-sufficiency, and enable the Tribe to better serve the social, economic, educational and health needs of the Tribe's members; and

WHEREAS, pursuant to Article IV, Section 1of the Constitution of the Lac Viuex Desert Band of Lake Superior Chippewa Indians, the Tribal Council of the Tribe (the "Tribal Council") is the duly authorized governing body of the Tribe empowered to fully exercise governmental responsibilities, to make tribal policy, pass Tribal codes and ordinances and approve contracts, and carry out Tribal business on the Tribe's behalf; and

WHEREAS, the Tribe recognizes that significant law enforcement, fire protection, emergency service responders and public works will be required by the Tribe's development, construction, operation and maintenance of the Project; and

WHEREAS, although not legally required to do so, the Tribe nevertheless desires to make voluntary contributions to the City to mitigate potential impacts of the Tribe's development, construction, operation and maintenance of the Project; and

WHEREAS, the City is willing to provide the governmental services to the Tribe and the Property as set forth herein, and desires to establish a cooperative and mutually respectful government-to-government relationship with the Tribe and to address other governmental issues of mutual interest to the City and the Tribe.

WHEREAS, the Tribe has agreed to grant a limited waiver of its sovereign immunity and to the resolution of disputes with the City under this MSA as set forth below and has taken all action necessary under the laws of the Tribe to grant such waiver of its sovereign immunity and consent to jurisdiction as set forth in this MSA.

NOW, THEREFORE, the Parties hereby agree as follows:

ARTICLE I
SCOPE AND DEFINITIONS

Section 1.1 Scope of Agreement. This Agreement describes the services the City will provide to the Tribe and to the Property in connection with the Tribe's development, construction, operation and maintenance of the Project, and the payments the Tribe will make to or on behalf of the City in consideration of such services and to otherwise mitigate any impacts which the Tribe's development, construction, operation and maintenance of the Project may have on the City. Such services include, without limitation, law enforcement, fire protection, emergency response, public works and other City services. The Tribe warrants and represents to the City that the Tribe, with the exception of the Property, will not acquire title to any other parcel of real property located within the external boundaries of the City. The Parties expressly acknowledge and agree that this Agreement shall apply solely and exclusively to the Property, and the Tribe represents and warrants to the City that it shall not seek to apply this Agreement, or any terms or provisions hereof, to any other parcel of real property located within the external boundaries of the City which the Tribe may acquire title to in the future.

Section 1.2 The Project and Operations. The Tribe's anticipated use of the Property consists of the construction and operation of a project (the "Project"), comprised of a gaming facility and associated amenities and administrative and support facilities (the "Gaming Facility"). The Tribe warrants and represents to the City that the Tribe shall, as soon as reasonably practical prior to the anticipated commencement of construction of the Project, provide the City with an operational plan (the "Operational Plan") describing the operation of the Gaming Facility in sufficient detail to permit the determination of the nature and extent of City and other governmental services needed or useful for the operation of the Gaming Facility. The Parties expressly acknowledge and agree that the Operational Plan will contain information which is permitted to be omitted from any request for information pursuant to the Michigan Freedom of Information Act, MCL 15.231 et seq, as amended. The City agrees that notwithstanding any term or provision of this Agreement to the contrary, if the Tribe, prior to presentation of the Operational Plan to the City pursuant to this Section 1.2, reasonably determines that the Operational Plan contains proprietary commercial information which would not be exempt from disclosure by the City pursuant to Michigan Freedom of Information Act,

the Tribe shall provide the City with a copy of the Operational Plan with such proprietary commercial information redacted and afford the City a reasonable opportunity to inspect, without making any copies thereof, the unredacted Operational Plan. Upon the Tribe's presentation of the Operational Plan to the City, the Parties shall, for a period of thirty (30) days, provide copies of the Operational Plan to any other political subdivision of the State which requests copies of the Operational Plan and which the Parties reasonably agree has a governmental interest in the Operational Plan, provided, however, that prior to receiving a copy of the Operational Plan such governmental unit must execute and deliver to the Parties a written certification acknowledging receipt of Article XI of this Agreement and expressly agreeing to be bound by the terms and provisions of Article XI of this Agreement. Such other governmental unit's right to receive copies of the Operational Plan shall be subject to the same restrictions with respect to proprietary commercial information contained in the Operational Plan as this Section 1.2 imposes on the City's right to receive and inspect the Operational Plan.

Except as expressly and explicitly provided for in this Agreement, nothing contained in this Section is intended or shall be construed as the Tribe granting or consenting to any jurisdiction of the State or any political subdivisions thereof over the Tribe, the Property, the Project, or the design, development, construction, operation or maintenance of any improvements on the Property. Except as expressly and explicitly provided for in this Agreement, nothing contained in this Section is intended or shall be construed as granting the State or any political subdivision thereof any approval authority with respect to any aspect of the Project or the Operational Plan.

Section 1.3 Definitions. All capitalized words and terms used in this Agreement shall have the meanings set forth herein. All references in this Agreement to any agreement or instrument shall include such agreement or instrument as the same may be amended, restated, modified, supplemented, replaced or substituted from time to time. Such definitions shall be equally applicable to both singular and plural forms of any of the words and terms therein defined.

Section 1.4 Tribal-State Compact. The Parties acknowledge that on or about August 20, 1993, pursuant to the Consent Judgment of the same date entered in Sault Ste. Marie Tribe of Chippewa Indians, et al. v. Engler, Civ. No. 1:90 CV 611 (W.D. Mich), the Tribe executed and entered into a Tribal-State Compact with the State of Michigan pursuant to and in accordance with the terms and provisions of the IGRA (the Consent Judgment and the Tribal-State Compact collectively referred to herein as the "Compact"). Subject to applicable Federal law, this MSA is independent of the Tribal-State Compact and the obligations of the Tribe under any such Compact. The Tribal-State Compact is not intended and shall not be construed to amend, modify, change, alter or supplement any term or provision of this MSA, or the rights and obligations of the Parties hereunder. Similarly, this MSA is not intended and shall not be construed to amend, modify, change, alter or supplement any term or provision of the Tribal-State Compact or the rights and obligations of the parties thereunder.

ARTICLE II
SERVICES PROVIDED

Section 2.1 Law Enforcement.

Section 2.1(a). Applicable Criminal Law. The City of Muskegon Police Department ("Muskegon P.D.") shall retain jurisdiction over the enforcement of Michigan criminal laws on the Property pursuant to and in accordance with applicable Federal law. The Parties agree, however, that the Tribe will have primary responsibility for maintaining order and safety on the Property and in improvements constructed on the Property, through the Lac Viuex Desert Chippewa Tribal Police Department (the "LVDPD") and the Facility Security Force (the "Facility Security") (collectively, the "Tribal Law Enforcement Agencies"), in full cooperation with the Muskegon P.D. The Muskegon P.D. will be responsible for apprehension and arrest of persons engaged in suspected criminal activity pursuant to applicable Federal law. Nothing contained in this Agreement or any agreement, contract, understanding or document between the Parties executed pursuant to the terms and provisions of this Agreement is intended or shall be construed as expanding the jurisdiction of the Muskegon P.D. beyond the jurisdiction the Muskegon P.D. would exercise over the Property pursuant to applicable Federal law in the absence of this Agreement and any other agreement, contract, understanding or document which the Parties execute pursuant to and in accordance with the terms and provisions hereof.

Section 2.1(b). Cooperative Law Enforcement Agreement.

Notwithstanding the generality of Section 2.1(a) of this Agreement or any term or provision of this Agreement to the contrary, the Parties acknowledge and agree that the Tribe's intended use of the Property for the development, construction, operation and maintenance of the Project will present public safety and law enforcement issues which will require the coordinated efforts of both the Muskegon P.D.and Tribal Law Enforcement Agencies. The Parties warrant and represent to each other that within thirty (30) days after the expiration of the thirty (30) day period provided for in Section 1.2 of this Agreement, the Parties hall meet and enter into good faith negotiations for the purposes of entering into a Cooperative Law Enforcement Agreement (a "CLEA") which shall address in detail the rights, responsibilities and authority of the Muskegon P.D. and the Tribal Law Enforcement Agencies with respect to the provision of public safety and law enforcement services to the Property. The CLEA shall address, among other things, (i) all operational issues which the Law Enforcement Agencies deem reasonable and necessary for the provision of law enforcement services on the Property, including, without limitation, staffing and scheduling matters, protocols for apprehension, detention and transfer of detainees and for the conduct of investigations involving activities occurring on the Property, (ii) the Tribe, or an instrumentality thereof, to develop and conduct, at its own expense, a training program focusing on Federal, Tribal and State Gaming Laws which shall be available for any member of the Muskegon P.D., (iii) the Tribe's allocation of space within the Gaming Facility for use by the Muskegon P.D., subject to the reasonable concerns of the Facility Security designed to preserve the

integrity of the operations of the Gaming Facility (iv) a quick connect between the Facility Security Dispatch Center and the Muskegon P.D., (v) reimbursement to the City, without mark-up, of fees paid to Muskegon County or other agencies for transport or booking or similar services ("Incident Dependent Fees"), (vi) CCTV monitoring of the Gaming Facility parking areas, (vii) a process for the Tribal Law Enforcement Agencies to report all criminal activity occurring on the Property, or criminal activity actually observed to occur off of the Property, to the Muskegon P.D. in a timely manner, and (viii) a process for the Tribal Gaming Commission to provide the Muskegon P.D. with periodic reports of all licenses issued by the Tribal Gaming Commission pursuant to the Tribal Gaming Ordinance. Notwithstanding the generality of the foregoing, any term or provision of this Agreement or the CLEA or applicable law to the contrary, the Parties warrant and represent to each other that the CLEA shall provide that prior to entering the Gaming Facility, for the purpose of investigating or enforcing state criminal laws, the Muskegon P.D. hall provide the Director of Facility Security and the Chief of the LVDPD with reasonable notice of its intention to enter the Gaming Facility, and shall coordinate with such Tribal officers to ensure the integrity of Gaming Facility operations, except when, in the good faith and reasonable judgment of the law enforcement officers involved, their safety, or the safety of patrons or employees of the Gaming Facility, or the integrity of an investigation or enforcement action, would be materially compromised by doing so. The CLEA shall provide that, at a minimum, the City will provide to and for the benefit of the Gaming Facility law enforcement services of the same quality and general responsiveness as are provided to commercial establishments in the City. When agreed to, the CLEA shall be deemed incorporated into, and made a part of, this Agreement. As used herein, the term "this Agreement" means and includes the CLEA.

Notwithstanding any term or provision of this Agreement to the contrary, the Parties expressly warrant and represent that the CLEA, with the exception of any payments, costs or expenses provided for in Article III of this Agreement, any Incident Dependent Fees, and any charges, fees or expenses the Tribe incurs pursuant to and in accordance with Section 2.6 of this Agreement, shall not provide for any payment by the Tribe, the Gaming Facility, the Project, the LVDPD, the Facility Security or any other person or entity associated with the development, financing, construction, maintenance, management or operation of the Property, Gaming Facility, or the Project to the City or the Muskegon P.D., or any agency or instrumentality of any of the foregoing, it being the express and explicit agreement of the Parties that the payments provided for in Article III of this Agreement, fees paid under Section 2.6, and any Incident Dependent Fees are intended and shall be construed as the sole and exclusive compensation to the City and the Muskegon P.D. for the provision of law enforcement services pursuant to the terms and provisions of this Agreement.

Section 2.1(c). Law Enforcement Requirements. The Parties acknowledge and agree that the City and/or the Muskegon P.D. may reasonably require additional law enforcement infrastructure, equipment and personnel in order to adequately perform any of the public safety or law enforcement functions which the City has under existing applicable law or assumes pursuant to and in accordance with this Agreement or the CLEA (the "Law Enforcement Improvements"). Notwithstanding the

generality of the foregoing, or any term or provision of this Agreement or the CLEA to the contrary, the City expressly warrants and represents to the Tribe that the City shall use funds it receives pursuant to Section 3.1 of this Agreement to acquire and maintain such Law Enforcement Improvements as the City, in its reasonable discretion, deems necessary in order to adequately perform any of the public safety or law enforcement functions which the City has under existing applicable law or assumes pursuant to and in accordance with this Agreement or the CLEA. The Parties warrant and represent that nothing contained in this Agreement or in the CLEA is intended or shall be construed as limiting the City's use of any Law Enforcement Improvement in any manner whatsoever, it being the express and explicit intentions of the Parties that such Law Enforcement Improvements will be used by the City to respond to law enforcement and public safety related events other than at the Project.

The City further warrants and represents to the Tribe that (i) all Law Enforcement Improvements which the City acquires with funds it receives pursuant to Section 3.1 of this Agreement shall be of substantially the same quality as those maintained by the Muskegon P.D. at the time of acquisition, provided, however, that nothing contained herein is intended or shall be construed as limiting or restricting the method, manner or procedures by which the City acquires such Improvements, (ii) the City, through the Muskegon P.D., shall, at their own cost and expense, properly maintain in good working order and repair any Law Enforcement Improvements which the Muskegon P.D. acquires with funds the City receives pursuant to Section 3.1 of this Agreement, and (iii) that Muskegon P.D. officers providing law enforcement services to the Property will meet the same qualifications as all other members of the Muskegon P.D., and will be compensated and equipped on the same basis as other officers employed by the Muskegon P.D.

Additionally, the Parties expressly and explicitly warrant and represent to each other that the CLEA , shall not provide for any payment by the Tribe, the Gaming Facility, the Project, the LVDPD, the Facility Security or any other person or entity associated with the development, financing, construction, maintenance, management or operation of the Property, Gaming Facility, or the Project to the City, the Muskegon P.D. or any agency or instrumentality of any of the foregoing, for or in connection with the acquisition, updating, modernization or supplementation of any Law Enforcement Improvement, it being the express and explicit agreement of the Parties that the payments provided for in Section 3.1 of this Agreement are intended as the sole and exclusive compensation to the City, the Muskegon P.D., all and any agency or instrumentality of any of the foregoing for the acquisition, updating, modernization or supplementation of any Law Enforcement Improvements the Muskegon P.D. requires as a result of the development and operation of the Project. Neither this Agreement nor the CLEA shall create or imply any obligation of the Tribe to pay any amount whatsoever to any other non-tribal law enforcement agency, other than the Muskegon P.D., for the acquisition, updating, modernization or supplementation of any law enforcement improvements any such agency requires as a result of the development and operation of the Project.

Section 2.2 Fire Protection and Emergency Response Services.

Section 2.2(a) Fire Protection and Emergency Response The Parties acknowledge and agree that the Tribe's development, construction, operation and maintenance of the Project will require significant fire protection and emergency response services. The Tribe warrants and represents to the City that the Tribe shall enact a Tribal Ordinance, pursuant to and in accordance with the Constitution of the Lac Viuex Desert Band of Lake Superior Chippewa Indians, identical to, other than modifying the name of the governmental entity, Section 30-1 and Sections 30-91 through 30-95 of Chapter 30 of the City of Muskegon Code of Ordinances, as of the date construction of the Project commences, a copy of which is attached hereto and incorporated herein as Exhibit 1 (the "Fire Prevention and Protection Code"). The Tribe further warrants and represents to the City that the Tribe shall establish an Office of Fire Prevention and Protection for purposes of enforcing the Fire Prevention and Protection Code.

The Parties warrant and represent to each other that not later than thirty (30) days after the expiration of the thirty (30) day period provided for in Section 1.2 of this Agreement, the Parties shall meet and enter into good faith negotiations for the purposes of entering into a Fire Protection and Emergency Response Agreement (a "FPERA"), which shall detail the fire protection and emergency response services which the City, through the Muskegon City Fire Department (the "Muskegon F.D.") shall provide to the Tribe, the Property and the Project to adequately ensure the health, safety and welfare of the general public and the preservation of the Project and assets of the Tribe located on the Property. The FPERA shall address, among other things, all operational issues which the Parties deem reasonable and necessary for the provision of fire protection and emergency response services to the Property, including, without limitation, (i) staffing and scheduling issues, (ii) the development of a pre-fire plan designed to familiarize the Muskegon F.D. with the Property and all improvements constructed on the Property, including, without limitation, the Gaming Facility, (iii) the Tribe's provision of as built designs and plans for all improvements constructed on the Property, (iv) Muskegon F.D. practice drills, (v) the development of a Fire Disaster Management Plan, (vi) periodic inspections of all improvements constructed on the Property, (vii) the conduct of any activities occurring on the Property reasonably related to the City's provision of fire protection and emergency response services to the Property, and (viii) the establishment, organization and staffing of the Tribal Office of Fire Prevention and Protection. The FPERA shall provide that, at a minimum, the City will provide to and for the benefit of the Gaming Facility fire protection and emergency response services of the same quality and general responsiveness as are provided to commercial establishments in the City of Muskegon. When agreed to, the FPERA shall be deemed incorporated into, and made a part of, this Agreement. As used herein, the term "this Agreement" means and includes the FPERA.

Notwithstanding any term or provision of this Agreement or the FPERA to the contrary, with respect to any periodic inspections conducted by or on behalf of the City pursuant to this Agreement or the FPERA, the City shall provide the Tribe with reasonable notice of its intent to enter the Gaming Facility for the purpose of conducting

an inspection authorized by this Agreement or the FPERA, and shall coordinate such inspections with the Tribe's Office of Fire Prevention and Protection and Facility Security to ensure the integrity of Gaming Facility operations. The Muskegon F.D. shall promptly provide the Tribe's Office of Fire Prevention and Protection with true and complete copies of any report the Muskegon F.D. prepares following any inspection of the Gaming Facility, and the Tribe warrants and represents to the City that the Tribe shall implement commercially reasonable recommendations contained in such report. Notwithstanding the generality of the foregoing, enforcement of the Tribe's Fire Protection and Prevention Code shall be within the reasonable discretion of the Tribe's Office of Fire Prevention and Protection.

Notwithstanding any term or provision of this Agreement to the contrary, the Parties expressly warrant and represent that the FPERA, with the exception of any payments, costs or expenses provided for in Article III of this Agreement and any additional charges, fees or expenses which the Tribe incurs pursuant to and in accordance with the terms and provisions of Section 2.6 of this Agreement, shall not provide for any payment by the Tribe, the Gaming Facility, the Project, or any other person or entity associated with the development, financing, construction, maintenance, management or operation of the Property, Gaming Facility, or the Project to the City, the Muskegon F.D. or any agency or instrumentality of any of the foregoing, it being the express and explicit agreement of the Parties that the payments provided for in Article III of this Agreement are intended and shall be construed as the sole and exclusive compensation to the City, the Muskegon F.D., and any agency or instrumentality of any of the foregoing for the provision of fire protection and emergency response services pursuant to the terms and provisions of this Agreement.

Section 2.2(b) Fire Protection Improvements. The Parties acknowledge and agree that the City and/or the Muskegon F.D. may reasonably require additional fire protection and emergency response infrastructure, equipment and personnel in order to adequately perform any services the Department undertakes to provide pursuant to and in accordance with the FPERA (collectively, "Fire Protection Improvements"). Notwithstanding the generality of the foregoing, or any term or provision of this Agreement or the FPERA to the contrary, the City expressly warrants and represents to the Tribe that the City shall use funds it receives pursuant to Section 3.1 of this Agreement to acquire and maintain such Fire Protection Improvements as the City, in its reasonable discretion, deems necessary in order to adequately perform any of the fire prevention and protection functions which the City has under existing applicable law or assumes pursuant to and in accordance with this Agreement or the FPERA. The Parties warrant and represent that nothing contained in this Agreement or in the FPERA is intended or shall be construed as limiting the City's use of any Fire Protection Improvement in any manner whatsoever, it being the express and explicit intentions of the Parties that such Fire Protection Improvements will be used by the City to respond to fire and other emergencies other than at the Project.

The City further warrants and represents to the Tribe that (i) all Fire Protection Improvements which the City acquires with funds the City receives pursuant to Section

3.1 of this Agreement shall be of substantially the same quality as those maintained by the Muskegon F.D. at the time of acquisition, provided, however, that nothing contained herein is intended or shall be construed as limiting or restricting the method, manner or procedures by which the City acquires such Fire Protection Improvements, (ii) the City, through the Muskegon F.D., shall, at their own cost and expense, properly maintain in good working order and repair any Fire Protection Improvements which the Muskegon F.D. acquires with funds the City receives pursuant to Section 3.1(a) of this Agreement, and (iii) officers and personnel providing fire protection and emergency response services to the Property will meet the same qualifications as all other members of the Muskegon F.D., and will be compensated and equipped on the same basis as other officers employed by the Muskegon F.D.

Additionally, the Parties expressly and explicitly warrant and represent to each other that the FPERA shall not provide for any payment by the Tribe, the Gaming Facility, the Project, or any other person or entity associated with the development, financing, construction, maintenance, management or operation of the Property, Gaming Facility, or the Project to the City, the Muskegon F.D. or any agency or instrumentality of any of the foregoing, for or in connection with the acquisition, updating, modernization or supplementing of any Fire Protection Improvement it being the express and explicit agreement of the Parties that the payments provided for in Section 3.1of this Agreement are intended as the sole and exclusive compensation to the City, the Muskegon F.D., and any agency or instrumentality of any of the foregoing for the acquisition, updating, modernization or supplementing of any Fire Protection Improvements the Muskegon F.D. requires as a result of the development and operation of the Project. Neither this Agreement nor the FPERA shall create or imply any obligation of the Tribe to pay any amount whatsoever to any other non-tribal fire protection or emergency response agency, other than the Muskegon F.D., for the acquisition, updating, modernization or supplementation of any fire protection improvements any such agency requires as a result of the development and operation of the Project.

Section 2.3 Sewer Services and Storm Drainage.

Section 2.3(a) Provision of Sewer Services. The City shall provide sewage disposal services for the Property through the existing sewer system upon terms and conditions identical to the terms and conditions, other than the requirements of a deposit in lieu of the right to lien the Property, upon which the City provides sewer services to similarly situated commercial users.

Section 2.3(b) Infrastructure and Connection. The Tribe warrants and represents to the City that the Tribe, at its expense, shall construct or cause to be constructed all sewer infrastructure or improvements necessary for the Property and all improvements thereon, including, without limitation, the Gaming Facility, to connect to the City's existing sewage collection system ("Sewer Improvements"). The Tribe further warrants and represents to the City that all Sewer Improvements shall be constructed pursuant to and in accordance with the City's sewer infrastructure standards

in force at the time such Sewer Improvements are constructed. The Tribe warrants and represents to the City that it shall not use the Property or any improvements thereon until the Tribe provides to the City a certificate, issued by a civil engineer licensed in the State of Michigan, confirming that such Sewer Improvements have been inspected and comply with the City's sewer infrastructure standards in force at the time such Sewer Improvements are constructed.

Section 2.3(c) Deposits and Connection Fees. The Tribe warrants and represents to the City that the Tribe shall, no later than thirty (30) days prior to commencement of construction of the Project, deposit with the City an amount which the City reasonable determines will approximate the Project's charges for sewer disposal services for a three (3) month period. The City shall maintain such deposit as it deems appropriate, provided, however, that the City may apply such deposit to any bill or invoice to the Tribe for sewer disposal services which remains unpaid forty-five (45) days past the date on which such bill or invoice was due and payable. In the event that the City applies any funds held on deposit to a bill or invoice for sewer disposal services, the Tribe warrants and represents to the City that the Tribe shall replenish such deposit account within thirty (30) days after the Tribe's receipt of a request from the City for replenishment of the deposit.

The Tribe warrants and represents to the City that the Tribe shall pay all fees and costs associated with connecting the Property and all improvements thereon, including, without limitation, the Gaming Facility, to the City's existing sewage collection system, provided, however, that such fees and costs shall not exceed the fees and costs charged to similarly situated commercial users.

Section 2.3(d) Easements and Maintenance. The Tribe warrants and represents to the City that the Tribe shall grant to the City such utility easements as are necessary and reasonable for the City at its own cost, to maintain all Sewer Improvements in good working order and repair.

Section 2.3(e) Assessments. The Tribe warrants and represents to the City that the Tribe shall pay an amount equal to any sewer assessments and water pollution control charges which would be applicable to the Property if title to the Property was not held by the Tribe. Nothing contained in this Section 2.3 is intended or shall be construed as a tax upon either the Tribe, the Property or any improvements constructed thereon, including, without limitation, the Gaming Facility. Further, nothing contained in this Section is intended or shall be construed as the Tribe granting or consenting to any jurisdiction of the State of Michigan, or any political subdivision or local government thereof, including, without limitation, the City over the Property or any Sewer Improvements constructed thereon.

Section 2.3(f) Nature of Payments. Notwithstanding any term or provision of this Agreement to the contrary, any payments which the Tribe makes to the City pursuant to this Section 2.3 shall not be included within any of the payments the Tribe makes to the City pursuant to Article III of this Agreement, and such payments

shall be due and payable solely pursuant to and in accordance with the terms and provisions of this Section 2.3.

Section 2.4 Water Supply

Section 2.4(a) Provision of Services. The City shall provide water supply for the Property through the City's existing water distribution system upon terms and conditions identical to the terms and conditions, other than the requirement of a deposit in lieu of the right to lien the Property, upon which the City provides water distribution services to similarly situated commercial users.

Section 2.4(b) Infrastructure and connection. The Tribe warrants and represents to the City that the Tribe shall construct or cause to be constructed all water infrastructure or improvements necessary for the Property and all improvements thereon, including, without limitation, the Gaming Facility, to connect to the City's existing water distribution system ("Water Improvements"). The Tribe further warrants and represents to the City that all Water Improvements shall be constructed pursuant to and in accordance with the City's water infrastructure standards in force at the time such Water Improvements are constructed. The Tribe warrants and represents to the City that it shall not use the Property or any improvements thereon until the Tribe provides to the City a certificate, issued by a civil engineer licensed in the State of Michigan, confirming that such Water Improvements have been inspected and comply with the City's water infrastructure standards in force at the time such Water Improvements are constructed.

Section 2.4(c) Deposits and Connection fees. The Tribe warrants and represents to the City that the Tribe shall, no later than thirty (30) days prior to commencement of construction of the Project, deposit with the City an amount which the City reasonable determines will approximate the Project's charges for water services for a three (3) month period. The City shall maintain such deposit as it deems appropriate, provided, however, that the City may apply such deposit to any bill or invoice to the Tribe for water services which remains unpaid forty-five (45) days past the date on which such bill or invoice was due and payable. In the event that the City applies any funds held on deposit to a bill or invoice for water services, the Tribe warrants and represents to the City that the Tribe shall replenish such deposit account within thirty (30) days after the Tribe's receipt of a request from the City for an replenishment of the deposit.

The Tribe warrants and represents to the City that the Tribe shall pay all fees and costs the City shall charge the Tribe associated with connecting the Property and all improvements thereon, including, without limitation, the Gaming Facility, to the City's existing water distribution system, provided, however, that such fees and costs shall not exceed the fees and costs charged to similarly situated commercial users.

Section 2.4(d) Easements and maintenance. The Tribe warrants and represents to the City that the Tribe shall dedicate all Water Improvements to the City,

and shall grant to the City such utility easements as the Parties deem necessary and reasonable, and shall maintain all Water Improvements in good working order and repair.

Section 2.4(e) Assessments. The Tribe warrants and represents to the City that the Tribe shall pay an amount equal to any assessments or other charges the City would charge similarly situated commercial users which would be applicable to the Property if title to the Property was not held by the Tribe. Nothing contained in this Section 2.4 is intended or shall be construed as a tax upon the Tribe, the Property or any improvements constructed thereon, including, without limitation, the Gaming Facility. Further, nothing contained in this Section is intended or shall be construed as the Tribe granting or consenting to any jurisdiction of the State of Michigan, or any political subdivision or local government thereof, including, without limitation, the City, over the Property or any Water Improvements constructed thereon.

Section 2.4(f) Nature of Payments. Notwithstanding any term or provision of this Agreement to the contrary, any payments which the Tribe makes to the City pursuant to this Section 2.4 shall not be included within any of the payments the Tribe makes to the City pursuant to Article III of this Agreement, and such payments shall be due and payable solely pursuant to and in accordance with the terms and provisions of this Section 2.4.

Section 2.5 Other Utilities (Gas, Electricity and Telephone).

Section 2.5(a) Provision of Services. The Tribe shall use its best efforts to obtain gas, electric and telephone service for the Property through agreements with local area providers of such services (collectively, the "Utility Providers"), by connecting to the existing distribution facilities of such Utility Provider upon terms and conditions substantially similar to the terms and conditions upon which such Provider provides utility services to similarly situated commercial users. The Tribe acknowledges that the City is not responsible for the provision of these services.

Section 2.5(b) Infrastructure and connection. The Tribe warrants and represents to the City that the Tribe, as part of any agreement with a Utility Provider shall, at its expense, acquire all easements required, and shall construct or cause to be constructed all infrastructure or improvements necessary for the Property and all improvements thereon, including, without limitation, the Gaming Facility, to connect to the existing distribution systems of the Utility Provider ("Utility Improvements"). The Tribe further warrants and represents to the City that all Utility Improvements shall be constructed pursuant to and in accordance with any applicable standards governing the construction of such Utility Improvements in force at the time such Utility Improvements are constructed. The Tribe warrants and represents to the City that it shall not use the Property or any improvements thereon until the Tribe provides to the City and the Utility Provider a certificate, issued by a civil engineer licensed in the State of Michigan, confirming that such Utility Improvements have been inspected and comply with any

applicable standards governing the construction of such Utility Improvements in force at the time such Utility Improvements are constructed.

Section 2.5(c) Connection fees. The Tribe warrants and represents to the City that the Tribe shall pay all fees and costs associated with connecting the Property and all improvements thereon, including, without limitation, the Gaming Facility, to the existing utility distribution systems of the Utility Providers, provided, however, that such fees and costs shall not exceed the fees and costs charged to similarly situated commercial users.

Section 2.5(d) Easements and maintenance. The Tribe warrants and represents to the City that the Tribe shall dedicate all Utility Improvements to the specific Utility Providers, and shall grant to the specific Utility Provider such utility easements as the Parties deem necessary and reasonable. The agreement between the Tribe and each Utility Providers shall specify the Party to such agreement that will be responsible for maintaining all Utility Improvements in good working order and repair.

Section 2.5(e) Assessments. The Tribe warrants and represents to the City that the Tribe shall pay an amount equal to any assessments or other charges the Utility Providers would charge similarly situated commercial users which would be applicable to the Property as if title to the Property was not held in the name of the Tribe. Nothing contained in this Section 2.5 is intended or shall be construed as a tax upon either the Tribe, the Property or any improvements constructed thereon, including, without limitation, the Gaming Facility. Further, nothing contained in this Section is intended or shall be construed as the Tribe granting or consenting to any jurisdiction of the State of Michigan, or any political subdivision or local government thereof, including, without limitation, the City, over the Property or any Utility Improvements constructed thereon.

Section 2.6. Additional Services. At the request of the Tribe, the Muskegon P.D., the Muskegon F.D., or other departments of the City will provide additional law enforcement, safety, fire protection, emergency response, security personnel or other municipal services for special events and functions occurring at the Project. Where such additional services are requested and provided, the City Department will bill the Tribe for the actual costs of providing such services on an open book basis (including, without limitation, a 15% administrative fee) and shall cooperate with the Tribe in verifying such costs; provided that, to the extent the City has standard fees charged for such extra services to other organizations or persons for commercial events and functions, the Tribe agrees to pay those standard fees for any such services.

The Parties acknowledge and agree that this Section is intended and shall be construed to apply only for services the Tribe expressly requests of the City for specific, non-regularly scheduled events or functions, and shall not be used in any way to exceed or evade the limitations on payments to the City by the Tribe contained in Sections 2.1, 2.2 or in Article III of this Agreement.

Section 2.7 Limitation on Jurisdiction. Except as expressly and explicitly otherwise provided for in this Agreement or by operation of law, nothing in Article 2 shall be deemed to grant the State or any political subdivisions thereof, including, without limitation, the City, any jurisdiction over the Property, the Tribe or any instrumentality thereof, the Project, the Gaming Facility or any gaming activity conducted thereby.

ARTICLE III
MITIGATION

Section 3.1(a) Non-Recurring Contributions: In order to mitigate potential impacts of the Project on the City by providing the City the funds necessary for the City to provide the services and facilities required to be provided under this Agreement, the Tribe shall make a non-recurring contribution ("Non-Recurring Payment") to the City or its designee in the total aggregate amount of Two Million Dollars ($2,000,000.00), in the manner specified in this Section 3.1. The Non-Recurring Payment to the City shall be made in five (5) annual installments of $400,000.00, with the first such installment due and payable no later than sixty (60) days after the Commencement Date, , the second installment due and payable on the first anniversary of the Commencement Date and each subsequent installment due on the subsequent anniversary of the Commencement Date. Notwithstanding any term or provision of this Agreement, the CLEA or the FPERA to the contrary, the City shall use funds received from the Tribe pursuant to this Section 3.1 in its sole and absolute discretion in any manner related to the payment of outstanding debt, purchase, acquisition, maintenance, or upgrading of any municipal service.

Section 3.1(b) Conditions Precedent. Notwithstanding any term or provision of this Agreement, the CLEA, the FPERA, or any other agreement, contract, understanding, document or instrument executed by either of the Parties pursuant to and in accordance with the terms and provisions hereof or thereof, the Tribe's obligation to pay each and every installment the Non-Recurring Payment to the City pursuant to this Section 3.1 is expressly and explicitly conditioned upon the satisfaction of each and every one of the following conditions;

(i) the Parties have executed and entered into the CLEA and the FPERA, and all other agreements, documents, protocols and instruments specifically provided for herein or therein;

(ii) (a) the Secretary and/or the Chairman of the NIGC, as appropriate has either (i) approved this Agreement and all other agreements, documents, protocols and instruments necessary to consummate the transactions contemplated hereunder or thereunder, or (ii) has determined, in writing, that no such approval is required for such documents to constitute valid, binding obligations of the Parties enforceable pursuant to and in accordance with the terms and provisions of such documents, and (b) legal counsel for the Tribe has opined, in a form acceptable to the City in its commercially reasonable

discretion, that, upon the Effective Date, this Agreement shall constitute a valid, binding obligation of the Tribe, enforceable pursuant to and in accordance with the terms and provisions hereof; and

(iii) The Tribe has commenced development and construction of the Project.

Section 3.2(a) Recurring Contributions: In order to mitigate potential impacts of the Project on the City arising from the City's provision of the services the City has assumed and agreed to provide pursuant to and in accordance with the terms and provisions hereof the Tribe shall, as a government funding mechanism and as payment for such services, make the annual General Community Benefits Contribution and the annual Services Contribution to the City or its designee as set forth in this Section 3.2.

Section 3.2(b) Conditions Precedent. Notwithstanding any term or provision of this Agreement, or any other agreement, contract, understanding, document or instrument executed by either of the Parties pursuant to and in accordance with the terms and provisions hereof, the Tribe's obligation to make the Contributions provided for in this Section 3.2 are expressly and explicitly conditioned upon the satisfaction, of each and every one of the following conditions;

(i) the Parties have executed and entered into the CLEA and the FPERA, and all other agreements, documents, protocols and instruments specifically provided for herein or therein;

(ii) the Secretary and/or the Chairman of the NIGC, as appropriate has (a) either (i) approved this Agreement and all other agreements, documents, protocols and instruments necessary to consummate the transactions contemplated under this Agreement, or (ii) has determined, in writing, that no such approval is required for such documents to constitute valid, binding obligations of the Parties enforceable pursuant to and in accordance with the terms and provisions of such documents; and (b) legal counsel for the Tribe has opined, in a form acceptable to the City in its commercially reasonable discretion, that, upon the Effective Date, this Agreement shall constitute a valid, binding obligation of the Tribe, enforceable pursuant to and in accordance with the terms and provisions hereof; and

(iii) the Gaming Facility is open for the conduct of gaming by the general public pursuant to and in accordance with the IGRA (the "Commencement Date").

Section 3.2(c) General Community Benefits Contribution. In consideration of, and to mitigate the potential impacts of the Project on the City, the Tribe, subject to the satisfaction of the conditions set forth in Section 3.2(b) of this Agreement, and subject further to Section 8.4 of this Agreement, shall make an annual contribution to the City in an amount equal to two percent (2%) of the Net Win of the Gaming Facility derived from all Class III electronic games of chance, as defined under the Compact (the "General Community Benefits Contribution"). The annual General Community Benefits Contribution shall be made in twelve (12) equal monthly installments, and shall be paid in a manner as the City shall reasonably request, with the first such installment payment due on the first day following the month in which the Commencement Date occurs. Thereafter, such payments and contributions shall be made on the first day of each month following the month for which such contribution was due. For purposes of this Agreement, Net Win is defined as the total amount wagered on each Class III electronic game of chance, minus the total amount paid to players for winning wagers at each such Class III electronic game of chance. Notwithstanding the generality of the foregoing or any other term or provision of this Agreement to the contrary, the General Community Benefits Contribution provided for in this Section 3.2(c) is intended and shall be construed to be a payment in addition to any payment which the Tribe shall make to the City pursuant to and in accordance with the terms and provisions of the Compact, and the General Community Benefits Contribution provided for in this Section 3.2(c) shall not be reduced or offset against any payment the Tribe makes to the City pursuant to the Compact. The Tribe's total contribution pursuant to this Section combined with the payment to the City required by the present or any future Compact shall be not less than four percent (4%) of the Net Win.

Section 3.2(d) Services Contribution. In consideration of, and to mitigate the potential impacts of the Project on the City the Tribe, subject to the satisfaction of the conditions set forth in Section 3.2(b) of this Agreement, and subject further to Section 8.4 of this Agreement, shall make an quarterly contribution to the City (the "Services Contribution") in an amount equal to $200 per Class III electronic games of chance, or games substituted for Class III electronic games of chance, located on the Property. The per machine amount shall be adjusted by an amount equal to the percentage change in the U.S. Department of labor's Consumer Price index for all Urban Consumers, U.S. City average for all items (the "CPI-U") between January 1 and the subsequent January 1. For purposes of this Section 3.2(d), the Tribe shall advise the City, in writing, on or before the 5th business day of each quarter, of the number of Class III electronic games of chance located on the Property on the first day of that quarter. The Services Contribution due and payable for the quarter shall be due and payable within ten (10) business days after the Tribe provides the City with the written notice of the number of Class III electronic games of chance located on the Property provided for herein.

Section 3.3 No other Contributions. With the exception of any payments which the Tribe may make pursuant to and in accordance with Section 2.6 of this Agreement, the Parties expressly warrant and represent to each other that (i) the Non-Recurring Payments the Tribe makes to the City pursuant to Section 3.1(a) of this Agreement are intended and shall be construed as the sole and exclusive payments or

contributions which the Tribe shall make to the City in connection with the City's acquisition, updating, modernization or supplementation of any Law Enforcement or Fire Protection Improvements necessary for the City to perform the services its has assumed and agreed to perform pursuant to this Agreement, and (ii) the General Community Benefits Contributions and the Services Contributions the Tribe makes to the City pursuant to Section 3.2 of this Agreement are intended and shall be construed as the sole and exclusive payments and contributions which the Tribe shall make to the City in consideration for the City providing the services specified in Article II of this Agreement. The City expressly acknowledges and agrees that no other payments of any nature (other than any monetary damages which the City is determined to be entitled to recover in accordance with Article X of this Agreement) shall be due or payable from the Tribe, or any instrumentality thereof in connection with the City's performance of the obligations the City has assumed and agreed to perform hereunder, and, except as expressly provided for in Section 3.4 of this Agreement, that the Tribe shall not be required make any payments, reimbursements, contributions, or investment to, through or on behalf of the City for any taxes, fees, charges, cost reimbursements, service fees or other assessments, or pay the City any other contributions or payments in mitigation of any economic or other impacts of the Project or any other developments on the Property. Further, the City warrants and represents that, in the absence of a written agreement of the Parties to the contrary; the City shall be responsible for distribution to various City Departments or agencies of contributions the Tribe makes pursuant to this Article III.

Section 3.4 Taxation. Notwithstanding any term or provision of this Agreement to the contrary, the Parties agree that the Tribe shall pay real property taxes on the Property in the same manner and amount as if the Property were owned by a private company. The Parties agree that the Tribe shall not be obligated to pay personal property taxes on any personal property located within the Property. The parties agree that the Tribe shall not pay City income taxes related to its profits earned on the property. A city resident working at the Property, whether employed by the Tribe or another entity, shall pay City income tax in the same manner and amount as would any other individual employed by an entity other than the Tribe. To the extent that the City is legally permitted, a non-resident of the City working at the Property, whether employed by the Tribe or another entity, shall pay City income tax in the same manner and amount as would any other non-resident individual employed by an entity other than the Tribe. The Tribe commits to withhold City income tax from its employees as any other company located within the City would be obligated to withhold. The Parties expressly acknowledge and agree that, subject to Federal law, with the exception of real property taxes and assessments, the City shall not charge to, assess against or collect from the Tribe, the Project, the Property, the Gaming Facility or any assets of any of the foregoing any other tax, fee, charge or assessment of any nature may be.

ARTICLE IV
DEVELOPMENT AND CONSTRUCTION OF IMPROVEMENTS

Section 4.1 Building Standards and Enforcement. The Tribe warrants and represents to the City that the Tribe shall enact a Tribal Ordinance, pursuant to and in accordance with the Constitution of the Lac Viuex Desert Band of Lake Superior Chippewa Indians, identical to, other than modifying the name of the governmental entity, Sections 10-31 through 10-60, including the adoption of all State Construction Codes, Chapter 10 of the City of Muskegon Code of Ordinances, as of the date construction of the Project commences, a copy of which is attached hereto and incorporated herein as Exhibit 3 (the "Building Code"). The Tribe further warrants and represents to the City that the Tribe shall establish an Office of Building Standards and Enforcements for purposes of enforcing the Building Code. Prior to any use or occupancy of any improvements constructed on the Property, the Tribe, for each such improvement, shall provide and deliver to the City "as built" plans and a certificate issued by a member of the International Conference of Building Officials attesting that the subject improvement complies with the Building Code. Nothing contained in this Section is intended or shall be construed as the Tribe granting or consenting to any jurisdiction of the State or any political subdivision or local government thereof over the Property or the design, development or construction of any improvements on the Property.

ARTICLE V
MAINTENANCE AND OPERATION OF THE PROJECT

Section 5.1 Maintenance and Operation. The Tribe warrants and represents to the City that the Tribe shall operate the Gaming Facility, and maintain all improvements constructed on the Property in compliance with the terms and provisions of the Compact and applicable Federal law, including, without limitation, the IGRA, and the regulations promulgated thereunder.

Section 5.2 Project Work Force

Section 5.2(a) Construction. The Tribe warrants and represents to the City that the Tribe will cause all contractors providing goods or services in connection with the construction of any improvements on the Property to ensure that no less than twenty-five percent (25%) of such contractor's workforce on the Project is comprised of individuals residing within the City of Muskegon.

Section 5.2(b). Equal Opportunity and First Source Agreement The Tribe agrees that during the operation of the Project there shall be no discrimination on the basis of race, color, creed, religion, sex, sexual orientation, marital status, ancestry or national origin in the hiring, firing, promoting or demoting of any person engaged in the operation of the Project.

Prior to the Commencement Date, the Tribe shall enter into a First Source Agreement with the City which shall provide that, among other things, twenty percent (20%) of the licensed employees of the Gaming Facility shall be individuals residing within the City of Muskegon, and fifty percent (50%) of the non-licensed employees of the Gaming Facility shall be individuals residing within the City of Muskegon. Non-licensed employees shall mean those employees at the Gaming Facility who are not required to undergo background checks or to be licensed under the terms of the Tribal Gaming Ordinance, any rules of the Tribal Gaming Commission or any applicable Compact or Federal law. To facilitate the hiring objectives of the First Source Agreement, the Tribe shall offer training programs to assist City residents become qualified for positions at the Gaming Facility to the extent permitted by applicable law. Nothing in the First Source Agreement or this Agreement, however, shall be interpreted to limit or modify in any way the Tribe's policy of Indian preference in employment. The First Source Agreement shall have such other commercially reasonable provisions as the Parties may agree upon to facilitate and implement the Program and its purposes. The First Source Agreement shall establish reasonable measures intended to expand the Tribe's training programs to remedy any shortfall in meeting the employment goals contained in this Section. The First Source Agreement shall provide that a willful, uncured breach by the Tribe shall be an Event of Default under this Agreement.

Section 5.2(c). Worker's Compensation. The Tribe warrants and represents to the City that the Tribe will comply with all Federal and State laws relating to worker's compensation insurance in the operation and maintenance of the Gaming Facility to the same extent as other similarly situated commercial enterprises.

Section 5.2(d). Insurance. The Tribe warrants and represents that prior to the commencement of construction of any improvements on the Property, the Tribe shall purchase and have in full force and effect at all times during the term of this Agreement an insurance policy with an insurance company having an A.M. Best A rating or better, having general liability limits no less than Ten Million Dollars ($10,000,000) per occurrence and Thirty Million Dollars ($30,000,000) in aggregate. All insurance policies covering the Property or any improvements constructed thereon, including, without limitation, the Gaming Facility, shall name the City as an additional insured. All such insurance policies shall contain endorsements that the insurance company will only plead the defense or affirmative defense of sovereign immunity with respect to any potential liability in excess of the limits of the insurance coverage available and/or to the extent that there is no insurance coverage under the policy when defending any state or federal civil court proceeding on its own behalf, or on behalf of the Tribe or any named insureds against any claim for personal injury, wrongful death or property damage. True and correct copies of all applicable insurance policies, and any renewals, endorsements, amendments and replacements shall be supplied upon issuance to the City directly by the insurance company in certified form.

Section 5.2 (e) Indemnification The Tribe shall hold the City harmless and indemnify the City, its agents, representatives, and employees, against all losses,

claims, damages, penalties, judgments, liabilities and expenses (i) arising from or in connection with the execution of this Agreement and any agreements pursuant to this Agreement, and the City's performance of its obligations under this Agreement, and (ii) resulting from any action of the Tribe or the failure of the Tribe to take any action which constitutes, or with the passage of time may constitute an Event of Default hereunder. The Tribe's indemnification shall include payment of the City's reasonable expenses for counsel of the City's choice and all costs and charges associated with such litigation including expert witnesses, consultants, counsel, court costs, arbitration fees. The obligations of the Parties under this Section shall survive the termination of this Agreement.

The Tribe warrants and represents to the City that the Tribe shall cause the Developer of the Project, Cote d' Or, L.L.C., a Michigan limited liability company, and its individual members, to execute a guaranty, in form and substance acceptable to the City in its commercially reasonable discretion, securing the performance of the Tribe's obligations to the City under this Section 5.2(e), provided, however, that such guaranty shall terminate and be of no further force and affect from and after the Commencement Date.

ARTICLE VI
CITY ENDORSEMENT

By executing and entering into this Agreement, the City expressly and explicitly supports and endorses the Tribe's development, construction and operation of the Project on the Property. The City requests that (i) the Michigan Congressional Delegation openly and publicly support and facilitate the Tribe's development and operation of the Project on the Property, (ii) the members of the Michigan State Legislature representing the residents of the City openly and publicly support and facilitate the Tribe's development and operation of the Project on the Property, and (iii) the Governor of Michigan openly and publicly support and facilitate the Tribe's development and operation of the Project on the Property. The City warrants and represents to the Tribe that the City shall take any and all reasonable actions as the Tribe may request to facilitate the development and operation of the Project on the Property.

ARTICLE VII
REPRESENTATIONS & WARRANTIES

7A. The Tribe represents and warrants to the City that:

7A.1 Existence and Standing. The Tribe is a federally recognized Indian tribe, as determined by its inclusion in a list of such federally recognized Indian tribes promulgated by the Assistant Secretary Indian Affairs, [dated July 1, 2002, published in the Federal Register on July 12, 2002, Volume 67 Number 134 The Tribe is a non-taxable entity for purposes of Federal income taxation under the Code.

7A.2 Authority and Compliance with Other Documents. The execution, delivery and performance by the Tribe of this Agreement have been duly authorized by all necessary action of the Tribe and do not:

(a) except for any consent or approval required from the BIA or NIGC, require any consent or approval not yet obtained (including, but not limited to, the consent of any enrolled Tribal member, any Tribal Council member, any General Council member, other tribal entity, security holder or creditor);

(b) violate or conflict with any law or other governing documents of the Tribe or any custom or tradition of the Tribe;

(c) to the best of the Tribe's knowledge, violate any laws applicable to the Tribe;

(d) result in a breach of or default under, or would, with the giving of notice or the lapse of time or both, constitute a breach of or default under, or cause or permit the acceleration of any obligation owed under any agreement or other contractual obligations to which the Tribe is a party or by which the Tribe or any of its property is bound or affected, the result of which would have a material adverse effect on the business or operations of the Gaming Facility; or

(e) except for any consent or approval required from the BIA or NIGC, require any notice to or consent or approval of any governmental authority agency not already obtained.

7A.3 Litigation and Contingent Obligations. There is no litigation, arbitration, governmental investigation, proceeding or inquiry pending or, to the knowledge of any of their officers or Tribal Council members, threatened against or affecting the Tribe which could have a material adverse effect on the Tribe's ability to perform its obligations under this Agreement. The Tribe has no material contingent obligations not provided for or disclosed in writing to the City.

7A.4 Accuracy of Information. To the best of he Tribe's knowledge, no information furnished by the Tribe to the City or its attorneys, agents or representatives in connection with the negotiation of, or compliance with, this Agreement contained any material misstatement of fact or omitted to state a material fact or any fact necessary to make the statements contained therein not misleading.

7A.5 Licensure Requirements. The Tribe has granted, or will grant, to the City, or exempt the City from, all licensing required under the applicable Tribal law.

7A.6 No Contrary Tribal Law. The Tribe's execution, delivery and performance of this Agreement shall be approved by resolutions of the Tribal Council, which shall provide that during the term of this Agreement the Tribe shall enact no law impairing the obligations of the Tribe and the rights of the City under this Agreement.

Neither the Tribal Council nor any committee, agency, board or other official body, and no officer or official of the Tribe shall, by exercise of the police power or otherwise, act to modify, amend, or in any manner impair the obligations of the Tribe or the rights of the City under this Agreement. Any such action or attempted action shall constitute an Event of Default hereunder. However, nothing in this Section shall prevent the Tribe from enforcing any of its Tribal codes for the purposes of reasonably protecting public health and safety or the integrity of the gaming operations

7A.7 No Usury Laws. No laws of the Tribe, including usury or other laws, directly or indirectly limit or otherwise adversely affect the City's ability to timely collect all amounts due under this Agreement.

7B. The City represents and warrants to the Tribe that:

7B.1 Authority and Compliance with Other Documents. The execution by the City of this Agreement has been duly authorized by all necessary action of the City and does not, to the best of the City's knowledge:

(a) require any consent or approval not yet obtained (including, but not limited to, the consent of any official of the City, the State, or any political subdivision thereof, or any other entity, security holder or creditor);

(b) violate or conflict with any law or other governing documents of the City or State, or any political subdivision thereof;

(c) violate any laws applicable to the City;

(d) result in a breach of or default under, or would, with the giving of notice or the lapse of time or both, constitute a breach of or default under, or cause or permit the acceleration of any obligation owed under any agreement or other contractual obligations to which the City is a party or by which the City or any of its property is bound or affected; or

(e) require any notice to or consent or approval of any governmental authority agency not already obtained.

7B.2 Binding Obligations. This Agreement has been duly executed and delivered by the City and constitutes a legal, valid and binding obligation of the City.

7B.3 Ability to Provide Services. The City has the ability to provide the services described in this Agreement assuming the Tribe makes the Contributions provided for in Article III hereof.

7B.4 Litigation and Contingent Obligations. Except as has been previously disclosed in writing to the Tribe, there is no litigation, arbitration, governmental investigation, proceeding or inquiry pending or, to the knowledge of any of their officers

or elected officials of the City, threatened against or affecting the City which could have a material adverse effect on the City's ability to perform its obligations under this Agreement. Other than any liability incidental to any litigation, arbitration or proceeding which has been previously disclosed in writing to the Tribe, the City has no material contingent obligations not provided for or disclosed in writing to the Tribe.

7B.5 Accuracy of Information. To the best of the City's knowledge, no information furnished by the City to the Tribe or its attorneys, agents or representatives in connection with the negotiation of, or compliance with, this Agreement contained any material misstatement of fact or omitted to state a material fact or any fact necessary to make the statements contained therein not misleading.

7A.6 No Contrary City Law. Neither the City nor any committee, agency, board or other official body, and no officer or official of the City shall, by exercise of the police power or otherwise, act to modify, amend, or in any manner impair the obligations of the City or the rights of the Tribe under this Agreement. Any such action or attempted action shall constitute an Event of Default hereunder.

ARTICLE VIII
TERM

Section 8.1 Effective Date. This Agreement shall not become effective unless and until each of the following events has occurred (the "Effective Date"):

1. This Agreement has been approved or ratified by the City Commission approved as to form by the City's legal counsel, and executed and delivered by the City;

2. This Agreement has been approved or ratified by the Tribal Council, approved as to form by the Tribe's legal counsel, and executed and delivered by the Tribe;

3. This Agreement has been approved by the Secretary pursuant to 25 U.S.C. §81(a), or the Parties have received written notice from the Secretary that approval of this Agreement is not required for this Agreement to constitute valid, binding obligations of the Parties enforceable pursuant to the terms and provisions hereof, and legal counsel for the Tribe has opined, in a form acceptable to the City in its commercially reasonable discretion, that, upon the Effective Date, this Agreement shall constitute a valid, binding obligation of the Tribe, enforceable pursuant to and in accordance with the terms and provisions hereof.

Section 8.2 Expiration Date. Subject to Section 8.3 of this Agreement, this Agreement shall expire on the date of the expiration or termination of the Compact, including any period for which the Compact is extended. Notwithstanding any term or provision of this Agreement to the contrary, with the exception of Section 5.2(e), this Agreement shall terminate and be of no further force or effect whatsoever, if the Commencement Date does not occur by September 1, 2009, at which time the City shall

have no obligation to provide municipal services to the Property and the Tribe shall have no obligation to make any of the payments or contributions to the City contained in Article III of this Agreement; provided, however, that this Agreement shall not terminate on September 1, 2009 if the Tribe is a Defendant in any judicial or administrative proceeding involving the Tribe's authority to conduct gaming on the Property pursuant to and in accordance with the IGRA is pending and the Tribe is diligently defending against such judicial or administrative proceeding . In the case of the foregoing, this Agreement shall terminate either (i) on the date of entry of a final, non-appealable judgment in such judicial or administrative proceeding determining that the Tribe lacks the authority under the IGRA to operate the Gaming Facility on the Property, or (ii) on the one hundred and eightieth (180^{th}) day after the date of entry of a final, non-appealable judgment in such judicial or administrative proceeding confirming the Tribe's authority under the IGRA to operate the Gaming Facility on the Property if the Commencement Date has not yet occurred.

Section 8.3 Termination Events. Unless otherwise agreed to by the Parties, this Agreement shall automatically terminate in the event, and on the date, that:

1. The Property (a) is thereafter no longer "Indian lands" of the Tribe within the meaning of Federal law, or (b) is not eligible for the development or operation of the Project or the Gaming Facility for any reason; or

2. The Tribe advises the City in writing that the Tribe has permanently decided to cease the development, construction, or operation of the Project, including the Gaming Facility; or

3. The Compact expires or terminates for any reason, without it being extended or replaced by a subsequent Compact, or is determined by the Secretary or any court of competent jurisdiction to be unlawful or otherwise ineffective for any reason.

Section 8.4 Suspension Events. If, due to Force Majeure (as hereinafter defined), an act of God, or valid business considerations, operations of the Gaming Facility are suspended or terminated, all of the Parties' rights, liabilities and obligations of whatever nature under this Agreement or any other contract, agreement, document or instrument executed by or between the Parties pursuant to this Agreement shall be suspended as of the date of such suspension or termination until such time as the Gaming Facility recommences gaming operations open to the general public, and all of the Tribe's payment obligations under this Agreement, including, without limitation, the Tribe's obligations under Article 3 of this Agreement to make any Non-Recurring Payment, General Community Benefit Contribution or Service Contribution , shall not accrue for the period of such suspension or termination. Any suspension of the rights, liabilities or obligations of the Parties pursuant to and in accordance with this Section 8.4 shall toll the Term of this Agreement, and the Term of this Agreement shall be automatically extended by the number of days that the operations of the Gaming Facility are suspended or terminated. For the purposes of this Section, the term "Force Majeure" shall include, without limitation, the following: earthquake; flood; fire; other natural disasters; changes

in law, regulation or governmental policy that has a material adverse affect on the Project, riots, war, or terrorism. Nothing in this Section shall reduce the Tribe's liability for any payments due to the City pursuant to Article 3 of this Agreement which become due and payable for any period prior to the date that operations of the Gaming Facility are suspended or terminated.

Section 8.5 Renegotiation.

Section 8.5(a) Renegotiation Events. At the request of a Party, the Parties shall renegotiate one or more of the provisions of this Agreement if there is a change in law or other circumstances which has a significant and adverse financial impact on the Project or the Gaming Facility. Such changes shall include, without limitation:

1. Any change in State or Federal constitutions, laws, rules or regulations, guidelines or bulletins, or the construction or interpretation thereof, relating to IGRA or gaming on Indian lands, or the operation of gaming devices by non-Indians in the State;

2. An increase or reduction in the scope of gaming permitted and/or actually occurring on the Property, whether pursuant to a change in Federal, State or local constitutions, laws, rules or regulations, the Compact or otherwise;

Section 8.5 (b) Renegotiation Procedures. All requests by either Party to renegotiate or amend this Agreement shall be by written notice addressed to the other Party and shall identify the provisions of this Agreement to be negotiated. Upon receipt of such notice, the Parties shall be obligated to renegotiate such provisions in good faith. The Parties shall confer promptly and determine a schedule for commencing negotiations, within fifteen (15) business days of receipt of notice. The Parties are hereby authorized to designate the person or agency responsible for conducting the negotiations, and shall execute any documents necessary to do so. The purpose of the negotiations will be to renegotiate the provisions of this Agreement in good faith so that the Parties will retain substantially the same rights and economic benefits in the aggregate from the Project as contemplated on the Effective Date of this Agreement.

ARTICLE IX
EVENTS OF DEFAULT

Section 9.1 Events of Default. Each of the following occurrences shall constitute an Event of Default under this Agreement and each and every contract, agreement, document or instrument executed by or between the Parties pursuant to this Agreement (any such event, an "Event of Default"):

1. Any material representation or warranty made by or on behalf of a Party in this Agreement or in any contract, agreement, document or instrument executed by or between the Parties pursuant to this Agreement or in any report, certificate or other

document furnished by or on behalf of the Tribe or the City shall prove to be false or misleading in any material respect when made.

2. Failure of the Tribe to make any payments as the same may become due and payable pursuant to the terms of this Agreement (subject to any applicable cure period), or to pay any amounts owing hereto.

3. A Party defaults in the due observance or performance of any of its obligations, representations, warranties or covenants hereunder or under any contract, agreement, document or instrument executed by or between the Parties pursuant to this Agreement and shall not have commenced and diligently pursued the cure of such default pursuant to Section 9.2 of this Agreement.

4. The existence of an Event of Default under any contract, agreement, document or instrument executed by or between the Parties pursuant to this Agreement,

5. Failure to take any and all reasonable steps necessary to secure any approvals required for this Agreement and any contract, agreement, document or instrument executed by or between the Parties pursuant to this Agreement to constitute valid and binding obligations of the Parties enforceable pursuant to the terms and provisions hereof or thereof.

Section 9.2 Notice and Right to Cure. Upon the occurrence of an Event of Default, the Party claiming the Event (the "Non-defaulting Party") shall provide the other Party (the "Defaulting Party") with written notice of such Event of Default which shall, among other things, specifically advise the Defaulting Party of the actions the Defaulting Party must take, or refrain from taking, to cure such Event of Default. The Defaulting Party shall have thirty (30) days from and after the date of the written notice to cure such Event of Default (the "Cure Period"). Notwithstanding the foregoing, the Cure Period for the Tribe's failure to make any Non-Recurring Payment, General Community Benefit Contribution or Services Contribution due pursuant to and in accordance with the terms and provisions of Article III shall be seven (7) business days from the date of such notice. Amounts due from the Tribe shall bear interest from the date of the Default at a rate equal to the prime rate of interest announced from the time to time by *The Wall Street Journal* plus two percent (2%) per annum. Any Cure Period shall be automatically extended for a reasonable time, in all cases except the Tribe's failure to make any payments due pursuant to and in accordance with the terms and provisions of Article III of this Agreement when and as such payment is due, if the Defaulting Party commences to cure such Event of Default within the Cure Period but cannot reasonably cure such Event of Default within such period. An Event of Default shall be deemed to continue until such Event of Default is cured to the written satisfaction of the Non-defaulting Party, which written instrument shall not be unreasonably withheld.

Upon the cure of an Event of Default to the written satisfaction of the Non-defaulting Party, which written satisfaction shall not be unreasonably withheld this Agreement shall be reinstated as though there had been no Event of Default.

Notwithstanding the generality of the foregoing, upon the reinstatement of this Agreement resulting from Tribe's cure of an Event of Default, the term of this Agreement shall be extended by the number of days elapsed between the date the Event of Default occurred through the date the Event of Default was cured, as evidenced by City's written satisfaction, and the period so elapsed shall be considered to have tolled, rather than extended, the Term of this Agreement.

Section 9.3 Rights and Remedies. Upon the occurrence of an Event of Default which remains uncured under the terms of Section 9.2 hereof, the Non-Defaulting Party may, without notice or demand to the Defaulting Party, may (i) terminate this Agreement and any contract, agreement, document or instrument executed by or between the Parties pursuant to this Agreement and all of rights of the Defaulting Party hereunder or thereunder, and (ii) pursue the Dispute Resolution procedures, including the right to seek monetary damages, contained in and pursuant to Article X of this Agreement.

Section 9.4 Cumulative Remedies. The remedies provided for in this Agreement shall be cumulative to the extent permitted by applicable law, and may be exercised partially, concurrently or separately. The exercise of one or more remedies shall not be deemed to preclude the exercise of any other remedies.

ARTICLE X
DISPUTE RESOLUTION
WAIVER OF SOVEREIGN IMMUNITY

Section 10.1 Meet and Confer Process. If the City or Tribe believes that the other has engaged in conduct, or has failed to take any action which constitutes, or with the passage of time may constitute an Event of Default under this Agreement, such Party (the "Complaining Party") may provide the other Party with a written notice, specifically identifying the action or the failure to act complained of, and requesting that the Parties meet and confer in good faith for the purpose of attempting to reach a mutually satisfactory resolution of the matter or matters specified in the written notice within fifteen (15) business days of the date of service of the written notice. This provision shall not apply in the case of the Tribe's failure to make any Non-Recurring Payment, General Community Benefit Contribution, or Services Contribution due pursuant to and in accordance with the terms and provisions of Article III of this Agreement.

Section 10.2 Reserved.

Section 10.3 Limited Waiver of Sovereign Immunity.

Section 10.3(a) Retention of Sovereign Immunity. Except as expressly provided for in this Section 10.3, the Tribe, by entering into this Agreement and any contract, agreement, document or instrument executed by or between the Parties pursuant to this Agreement, including, without limitation, the CLEA and the FPERA, and performing the obligations the Tribe has assumed and agreed to perform hereunder and

thereunder, does not waive, limit or modify its sovereign immunity from unconsented suit or judicial action. Further, nothing contained in this Agreement or in any contract, agreement, document or instrument executed by or between the Parties pursuant to this Agreement, including, without limitation, the CLEA or the FPERA, or the Tribe's performance of the obligations the Tribe has assumed and agreed to perform hereunder and thereunder is intended or shall be construed as a waiver of the Tribe's sovereign immunity in any action commenced against the City by any third party resulting from or arising out of the City's performance of the obligations it has assumed and agreed to perform hereunder or under any contract, agreement, document or instrument executed by or between the Parties pursuant to this Agreement.

Section 10.3(b) Scope of Waiver. Subject to the provisions of Section 10.1 and this Section 10.3, the Tribe hereby expressly grants a limited waiver of its sovereign immunity from unconsented suit, waives the jurisdiction of any courts of the Tribe and consents to suit in accordance with and pursuant to the terms d provisions of this Section 10.3.

Section 10.3(c) Procedural Requirements. The Tribe's waiver of its sovereign immunity as unconsented suit is effective if, and only if, each and every one of the following conditions is met:

A. The claim is made by the City, and not by instrumentality or agency thereof, or any other Person, corporation, partnership or entity, whatsoever, regardless of the capacity in which such other Person, corporation, partnership or entity purports to commence suit against the Tribe, any agency or instrumentality thereof or the Gaming Facility;

B. The claim alleges a breach by the Tribe of one or more specific obligations or duties the Tribe assumed pursuant to the terms and provisions of this Agreement or and any contract, agreement, document or instrument executed by or between the Parties pursuant to this Agreement, including, without limitation, the CLEA or the FPERA.

C. The claim seeks money damages for noncompliance with the terms and provisions of this Agreement or any contract, agreement, document or instrument executed by or between the Parties pursuant to this Agreement, including, without limitation, the CLEA or the FPERA, provided, however, that the property, assets or funds specifically pledged and assigned to satisfy any judgment the City secures against the Tribe under this Agreement shall be limited to the assets specifically identified in Section 10.3(g)(1) of this Agreement, and provided further that notwithstanding any term or provision of this Agreement and any contract, agreement, document or instrument executed by or between the Parties pursuant to this Agreement, including, without limitation, the CLEA or the FPERA, in no event shall injunctive or other equitable relief ever be available against the Tribe except as provided in Section 10.3(g).

Section 10.3(d) Time Period. The waiver granted herein shall commence on the Execution Date and shall continue for the longer one (1) year following the termination of this Agreement pursuant to and in accordance with the terms and provisions hereof, or two (2) years after the claim accrues or is discovered upon the exercise of due diligence, except that the waiver shall remain effective for any proceedings then pending, and all appeals therefrom.

Section 10.3(e) Governing Law. The Parties agree that any dispute arising out of or in connection with this Agreement and any contract, agreement, document or instrument executed by or between the Parties pursuant to this Agreement, shall be resolved first pursuant to applicable Federal law; second, pursuant to applicable State law; and third, pursuant to the applicable laws of the Tribe if no State or Federal law applies.

Section 10.3(f) Service of Process. In any proceeding brought pursuant to this Agreement, the Tribe consents to service made in accordance with the notice provisions of this Agreement or pursuant to the Federal Rules of Civil Procedure.

Section 10.3(g) Enforcement. The Tribe expressly waives sovereign immunity from a judgment or order consistent with the terms and provisions of this Section 10.3 which is final because either the time for appeal thereof has expired or the judgment or an order is issued by a court having final appellate jurisdiction over the matter. The Tribe waives its sovereign immunity in, and consents to the jurisdiction of, to be sued in and to accept and be bound by any order or judgment of the United States District Court for the Western District of Michigan, and any federal court having appellate jurisdiction thereover, consistent with the terms and provisions of this Section. Notwithstanding any term or provision of the this Agreement or any contract, agreement, document or instrument executed by or between the Parties pursuant to this Agreement to the contrary, in the event that the United States District Court for the Western District of Michigan declines to exercise jurisdiction over any case or action arising under or in connection with this Agreement or any contract, agreement, document or instrument executed by or between the Parties pursuant to this Agreement the Tribe expressly consents to the jurisdiction of, and agrees to be bound by any order or judgment of Courts of the State with jurisdiction over Muskegon County, Michigan, and any Court with appellate jurisdiction thereover, and all of the terms and provisions of Section 10.3 shall apply with full force and effect to actions in such State Courts Without in any way limiting the generality of the foregoing, the Tribe expressly authorizes any governmental authorities who have the right and duty under applicable law to take any action authorized or ordered by any court, to take such action as entering onto the Property, or to enter into the Gaming Facility for the purpose of enforcing or giving effect to any judicial order or judgment entered against the Tribe or the Gaming Facility pursuant to the terms of this Agreement.

Section 10.3(g)(1) Assets to Satisfy Enforcement Proceedings. The assets of the Tribe or the Gaming Facility which shall be available to satisfy any enforcement proceedings or judgment in connection with this Agreement or any contract,

agreement, document or instrument executed by or between the Parties pursuant to this Agreement shall be limited to the Net Revenue of the Gaming Facility as defined under the IGRA and the regulations promulgated thereunder.

Section 10.3(g)(2) Limitation Upon Enforcement. Damages awarded against the Tribe or the Gaming Facility shall be satisfied solely from assets specified in Section 10.3(g)(1) and Section 12.21 hereof, and shall not constitute a lien upon or be collectible from any other income or assets of the Tribe, except with the written consent of the Tribe.

Section 10.3(h) Tribal Council Resolution. The Tribe represents to the City that the Tribal Council of the Tribe has adopted a resolution in accordance with the Tribe's Constitution which provides that (i) the Tribal Council has the authority to act on behalf of the Tribe in connection with the execution and delivery of this Agreement, (ii) the Tribal Council delegates authority to the Chairperson of the Tribe to execute and deliver this Agreement on behalf of the Tribe and (iii) the Tribe waives sovereign immunity on a limited basis as set forth in this Agreement.

Section 10.4 Actions by the Tribe Against the City Upon the occurrence of an Event of Default hereunder by the City, the Tribe's sole recourse under this Agreement shall be a claim for specific performance against the City to provide the services the City has assumed and agreed to perform hereunder pursuant to and in accordance with the terms and provisions hereof, and the Tribe shall not be entitled to withhold, suspend, place into escrow, offset, or reduce payments required by Article III, and in no event shall the City be liable to the Tribe for money damages as a result of an Event of Default hereunder, and the Tribe hereby waives any and all such claims against the City arising under this Agreement

ARTICLE XII
CONFIDENTIALITY

Section 11.1(a) Definition. "Confidential Information" is defined as any information disclosed, whether orally, in writing, or electronically, to the Tribe or City, or any officer, director, employee, shareholder, affiliate, agent or attorney thereof, by or on behalf of the Tribe or City or any officer, director, employee, shareholder, affiliate, agent or attorney thereof which is exempt from disclosure pursuant to the Michigan Freedom of Information Act. As used in this Agreement, the term "Disclosing Party" shall be the Party to this Agreement which discloses or causes the disclosure of Confidential Information, and the term "Receiving Party" shall be the Party to this Agreement which receives Confidential Information, provided, however, that the Receiving Party and the Disclosing Party with respect to any Confidential Information may not be the same Party. Confidential Information is that information exempt from disclosure as a public record pursuant to the Michigan Freedom of Information Act. All Parties acknowledge that no Disclosing Party shall be deemed to make any representation or warranty as to the accuracy or completeness of any Confidential Information provided to any Receiving

Party or any other Party and nothing herein shall be deemed to obligate any Party to disclose any Confidential Information to any other Party, or to enter into any transaction with any other Party.

Section 11.1(b) Restrictions. Each party acknowledges and agrees that each and every item of the other's Confidential Information is confidential and proprietary and that it will hold the other's Confidential Information in the strictest confidence regardless of how such information is obtained and, except as provide herein, will not directly or indirectly disclose to any person or use or allow to be disclosed to or used by any other person the other's Confidential Information without the prior written consent of the other; provided, however, that this obligation shall not apply to information which is readily available and known to the public through no breach of this agreement. Tribe understands that, as a public body, the City may be obligated to publicly acknowledge this Agreement and the parties thereto; and may be required to notify certain other third parties of the existence and terms of this Agreement; the City agrees that it will make no disclosures beyond those it is legally required to make. Further the City agrees that it will record within a reasonable time after any Confidential Information is submitted to it by Tribe a description of the Confidential Information which is sufficient to meet the requirements of law but which does not disclose any of the Confidential Information in a central place within the City maintained for that purpose and will make such description or description available to any person upon request.

Section 11.1(c). Return or Destruction of Material. Upon the termination of this agreement, each party will, upon the request of the other, return each and every item of the Confidential Information and any other document or media containing any of the Confidential Information to the other, immediately upon request and without retaining copies thereof. Each party shall, upon the request of the other, certify that it has fully complied with this requirement.

Section 11.1(d). Affiliates. A party hereto may share the other's Confidential Information with its legal counsel and certified public accountants. A party may also share the other's Confidential Information for the permitted purposes with such other persons (including employees, agents and advisors) as it determines in good faith need to know such information in order to further the permitted purposes.

Section 11.1(e). Compelled Disclosure. In the event that a party is threatened with being legally compelled to disclose any of the other's Confidential Information by court order or other legal or administrative process, such party shall provide to the other written notice of same as soon as practicable and, if challenged by action in a court or tribunal shall attempt to obtain a protective order or other appropriate remedy or arrangement to prevent such disclosure with respect thereto (a "Protective Order"). In the event that a Protective Order cannot be obtained, the party compelled to make such disclosure shall furnish only that portion of such Confidential Information which is legally required to be disclosed and shall exercise its best efforts to obtain reliable assurance from the party or parties receiving such Confidential Information that such Confidential Information shall be held in confidence in accordance with the standards of this agreement. The City

reserves the right to make the initial determination (which it agrees to make on the advice of its own legal counsel) regarding whether any matter is required to be disclosed and agrees to notify Tribe when the City undertakes to make such a determination in sufficient time so that Tribe will have a reasonable opportunity to intervene to prevent such disclosure if it deems that to be appropriate (the "City's disclosure notice"). The term "required disclosure" or "obligated disclosure" or similar terms shall not be confined to disclosure required by a court or other tribunal with authority but shall include disclosure required under statue. The City shall not be required to initiate any proceeding to determine the legality of any claim for disclosure, but shall cooperate with Tribe in the event a lawsuit is initiated by it to prevent disclosure within the time constraints of the FOIA. In the event such a lawsuit results in a requesting party being awarded disbursements, cost, or attorney fees, Tribe shall be responsible for them, and shall indemnify the City against any such obligations.

Section 11.1(f) Copying. The Receiving Party shall not copy or reproduce Confidential Information in any form, without the written consent of the Disclosing Party, and shall keep accurate records of all copies or reproductions of Confidential Information made by the Receiving Party or persons on its behalf, which records shall be made available to the Disclosing Party upon request.

Section 11.1(g) No license Granted. No right or license, whether expressed or implied, in the Confidential Information is granted to the Receiving Party other than to use the Confidential Information in the manner and to the extent authorized by this Agreement, for evaluation by the Receiving Party and for the performance of the obligations the Receiving Party has assumed and agreed to perform hereunder. Upon termination of this Agreement pursuant to the terms and provisions hereof, the Receiving Party shall promptly return to the Disclosing Party, upon request, all Confidential Information and all copies thereof, and notes, extracts or derivative information related thereto, in whatever form of storage or retrieval. No information, release, public announcement, confirmation or denial concerning any potential transaction, the fact that discussions, negotiations or evaluations are taking place, or the terms, conditions or other facts with respect thereto will be made by any Party without prior coordination with, and express approval of each of the other Parties.

Section 11.2 Michigan Statutes. Notwithstanding any term or provision of this Agreement or any contract, agreement, document or instrument executed by or between the Parties pursuant to this Agreement to the contrary, the City expressly acknowledges and agrees that in the event that the City might be required to disclose any information that the Tribe would not want disclosed the Tribe shall not provide such information to the City, and the Tribe's failure to do so will not constitute an Event of Default under this Agreement. In the event that the Tribe does not disclose or provide such information or material, the Tribe shall provide the City a reasonable opportunity to inspect, review and analyze such information, provided that the City shall not copy any such information.

Section 11.3 Federal Freedom of Information Act. TheCity acknowledges and agrees that certain information or material which the Tribe files with the United States in connection with or related to the Project is exempt from disclosure under the Federal Freedom of Information Act ("FOIA"). In the event that the Tribe's providing information or material to the City pursuant to and in accordance with the terms and provisions of this Agreement or any contract, agreement, document or instrument executed by or between the Parties pursuant to this Agreement would, in the opinion of the Tribe's legal counsel, result in a waiver of any exemption from disclosure available to the Tribe under FOIA with respect to such information or material, the Tribe shall not provide such information to the City, and the Tribe's failure to do so will not constitute an Event of Default under this Agreement. In the event that the Tribe does not disclose or provide such information or material, the Tribe shall provide the City a reasonable opportunity to inspect, review and analyze such information, provided that the City shall not copy any such information.

ARTICLE XII
GENERAL

Section 12.1 Nature of Agreement. This Agreement is not intended as and shall not be construed as a Management Agreement within the meaning of the IGRA.

Section 12.2 The City's Interest. Nothing contained herein grants or is intended (i) to grant the City a titled interest in the Property or to the Project or the Gaming Facility, or (ii) in any way to impair the Tribe's sole proprietary interest in the Gaming Facility.

Section 12.3 Situs of the Agreement. This Agreement shall be deemed entered into in Muskegon County, Michigan. .

Section 12.4 Notice. Any notice required to be given pursuant to this Agreement shall be delivered to the appropriate Party by Certified Mail Return Receipt Requested, addressed as follows:

If to the Tribe: **The Lac Viuex Desert Band of Lake Superior Chippewa Indians**
P.O. Box 249
Watersmeet, Michigan 49969

Attn: Tribal Chair

If to the City: City of Muskegon
933 Terrace Street
Muskegon, Michigan 49443-0536
Attn: City Manager

or to such other different address(es) as the City or the Tribe may specify in writing. Any such notice shall be deemed given two days following deposit in the United States mail or upon actual delivery, whichever first occurs.

Section 12.5 Further Actions. The Tribe and the City agree to execute all contracts, agreements and documents and to take all actions necessary to comply with the provisions of this Agreement and the intent hereof.

Section 12.6 Waivers. No failure or delay by the City or the Tribe to insist upon the strict performance of any covenant, agreement, term or condition of this Agreement, or to exercise any right or remedy consequent upon the breach thereof, shall constitute a waiver of any such breach or any subsequent breach of such covenant, agreement, term or condition. No covenant, agreement, term, or condition of this Agreement and no breach thereof shall be waived, altered or modified except by written instrument. No waiver of any breach shall affect or alter this Agreement, but each and every covenant, agreement, term and condition of this Agreement shall continue in full force and effect with respect to any other then existing or subsequent breach thereof.

Section 12.7 Captions. The captions of each article, section and subsection contained in this Agreement are for ease of reference only and shall not affect the interpretational meaning of this Agreement.

Section 12.8 Third Party Beneficiary. This Agreement is exclusively for the benefit of the Parties hereto and it may not be enforced by any party other than the Parties to this Agreement and shall not give rise to liability to any third party other than the authorized successors and assigns of the Parties hereto.

Section 12.9 Survival of Covenants. Any covenant, term or provision of this Agreement which, in order to be effective, must survive the termination of this Agreement, shall survive any such termination.

Section 12.10 Estoppel Certificate. The City and the Tribe each agree to furnish to the other Party, from time to time upon request, an estoppels certificate in such reasonable form as the requesting Party may request stating whether there have been any defaults under this Agreement known to the Party furnishing the estoppels certificate.

Section 12.11 Periods of Time. Whenever any determination is to be made or action is to be taken on a date specified in this Agreement, if such date shall fall on a Saturday, Sunday or legal holiday under the laws of the Tribe or the State of Michigan, then in such event said date shall be extended to the next day which is not a Saturday, Sunday or legal holiday.

Section 12.12 Government Savings Clause. Each of the Parties agrees to execute, deliver and, if necessary, record any and all additional instruments, certifications, amendments, modifications and other documents as may be required by any governmental authority for the satisfaction of any legal requirements pursuant to applicable law, including, without limitation, the United States Department of the Interior, BIA, the office of the Field Solicitor, the NIGC, in order to effectuate, complete, perfect, continue or preserve the respective rights, obligations, liens and interests of the Parties hereto to the fullest extent permitted by applicable law; provided, that any such additional instrument, certification, amendment, modification or other document shall not materially change the respective rights, remedies or obligations of the Tribe or the City under this Agreement or any other agreement or document related hereto.

Section 12.13 Successors and Assigns. Neither Party may assign this Agreement or the rights, benefits, liabilities or obligations of this Agreement to any other Party, except for an instrumentality of such government, with the express, prior written consent of the other Party, which consent may be withheld in the sole discretion of the non-assigning Party.

Section 12.14 Severability. If any provision, or any portion of any provision, of this Agreement is found to be invalid or unenforceable, such unenforceable provision, or unenforceable portion of such provision, shall be deemed severed from the remainder of this Agreement and shall not cause the invalidity or unenforceability of the remainder of this Agreement. If any provision, or any portion of any provision, of this Agreement is deemed invalid due to its scope or breadth, such provision shall be deemed valid to the extent of the scope or breadth permitted by law. If, however, any material part of a Party's rights under this Agreement shall be declared invalid or unenforceable the Party whose rights have been declared invalid or unenforceable shall have the option to terminate this Agreement upon thirty (30) days written notice to the other Party, without liability on the part of the terminating Party.

Section 12.15 Entire Agreement; Amendments. This Agreement (together with the Exhibits herewith) sets forth the entire agreement between the Parties hereto with respect to the subject matter hereof and all agreements, covenants, representations, and warranties, express or implied, oral or written, of the Parties with respect to the subject matter hereof are contained herein. No other agreements, covenants, representations, or warranties, express or implied, oral or written have been made by any Party to the other with

respect to the subject matter of this Agreement. All prior and contemporaneous conversations, discussions, negotiations, possible and alleged agreements and representations, covenants and warranties with respect to the subject matter hereof, are waived, merged herein and superseded hereby. Each Party affirmatively represents that no promises have been made to that Party which are not contained in this Agreement or any contract, agreement, document or instrument executed by or between the Parties pursuant to this Agreement, and that no evidence of any promises not contained in this Agreement or any contract, agreement, document or instrument executed by or between the Parties pursuant to this Agreement shall be admitted into evidence on their behalf. This Agreement shall not be supplemented, amended or modified by any course of dealing, course of performance or uses of trade and may only be amended or modified by a written instrument duly executed by officers of both Parties. No amendment to this Agreement shall be effective unless and until the Secretary and/or the Chairman of the NIGC, as appropriate has either (i) approved such amendment to this Agreement, or (ii) has determined, in writing, that no such approval is required for such amendment to this Agreement to constitute valid, binding obligations of the Parties enforceable pursuant to and in accordance with the terms and provisions of such amendment to this Agreement.

Section 12.16 Preparation of Agreement. This Agreement was drafted and entered into after careful review and upon the advice of competent counsel; it shall not be construed more strongly for or against either Party.

Section 12.17 Approvals of Tribe. Where approval or consent or other action of the Tribe is required, such approval shall mean the written approval of the Tribal Council, evidenced by a resolution thereof, certified by a Tribal official as having been duly adopted, or such person or entity designated by resolution of the Tribal Council. Any such approval, consent or action shall not be unreasonably withheld or delayed; provided that the foregoing does not apply where a specific provision of this Agreement allows the Tribe an absolute right to deny approval or consent or withhold action.

Section 12.18 Approvals of the City. Where approval or consent or other action of the City is required, such approval shall mean the written approval of the City Commission, certified by a City official as having been duly adopted. Any such approval, consent or action shall not be unreasonably withheld or delayed; provided that the foregoing does not apply where a specific provision of this Agreement allows the City an absolute right to deny approval or consent or withhold action.

Section 12.19 Execution. This Agreement may be executed in counterparts.

Section 12.20 Performance Delayed. Neither the Tribe, nor the City will be liable for any failure or delay in the performance of its obligations hereunder which are due, in whole or in part, directly or indirectly, to any cause beyond the reasonable control of such Party, which in the exercise of due diligence could not have been avoided, including without limitation, fire, explosion, earthquake, storm, flood or other weather, unavailability of necessary utilities or raw materials, strike, lockout, unavailability of any component, activities of a combination of workers or other labor difficulties, war,

insurrection, riot, act of God or public enemy, law, act, order, export control regulation, proclamation decree, regulations, ordinance or instruction of government or other public authorities, or judgment or decree of a court of competent jurisdiction (not arising out of any breach by such Party of this Agreement). In the event of such occurrence, the Party so affected will give prompt notice to the other Parties, stating the period of time the occurrence is expected to continue.

Section 12.21 Limited Recourse Obligations; No General Obligation. Neither the General Obligation, nor the Full Faith and Credit or the Taxing Power of the Tribe is pledged to the payment of any amounts due hereunder or under any other agreement related hereto. Notwithstanding any other provisions herein, or in any agreement related hereto, the obligations of the Tribe to pay amounts due hereunder, as well as any other claims, liabilities or obligations of the Tribe related hereto or thereto of any type or nature, are and shall be limited recourse obligations of the Tribe enforceable solely against the assets identified at Section 10.2 (g) (1) of this Agreement.

Section 12.22 Approvals of the Department of the Interior: Although the Parties believe approval is not required, the Parties will submit this Agreement to the Department of the Interior for either: (i) approvals pursuant to 25 U.S.C. § 81 or (ii) a written response that this Agreement does not require approval under 25 U.S.C. § 81.

Section 12.23 Effect of Compact: This Agreement and the obligations of the Parties under this Agreement are subject and subordinate to the terms and conditions of the Compact. Any provision of this Agreement which is inconsistent with the terms of the Compact shall be ineffective.

INWITNESS WHEREOF, the Parties have executed this Agreement as of the date first set forth above.

CITY OF MUSKEGON, MICHIGAN:

By: _____ Date: March 19, 2008
Stephen Warmington,
Mayor

LAC VIUEX DESERT BAND OF LAKE SUPERIOR CHIPPEWA INDIANS

By: _____ Date: March 19, 2008
James Williams
Tribal Chairman

EXHIBIT 1
Building Only

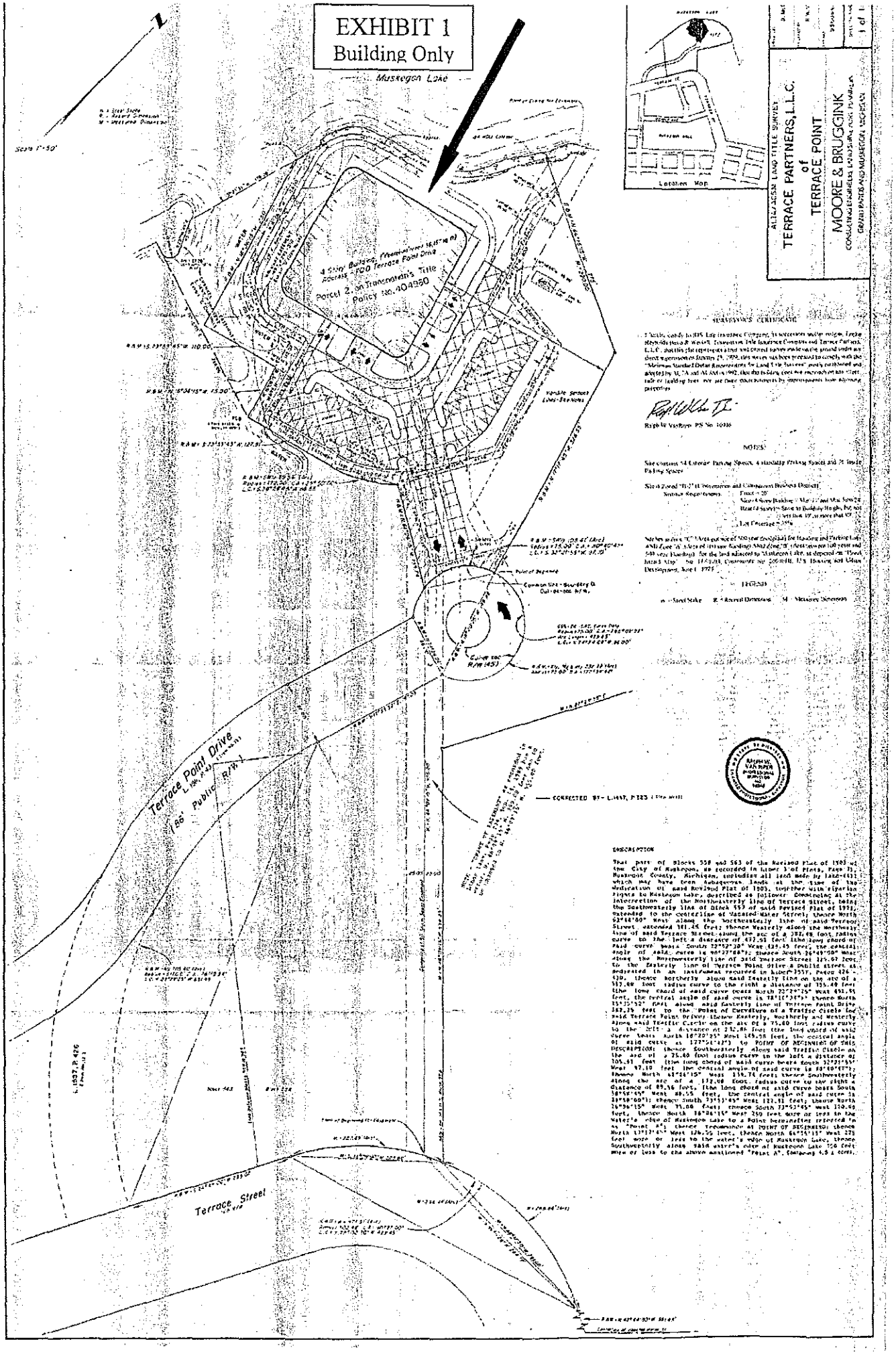


EXHIBIT 2

Chapter 30 FIRE PREVENTION AND PROTECTION*

*Cross reference(s)--Buildings and building regulations, ch. 10; emergency services, ch. 22; false reporting of fires, § 54-6; deposit of wastewater or flammable liquids on streets or sidewalks, § 74-9.

State law reference(s)--Fire prevention and protection of persons and property, MCL 29.1 et seq.

ARTICLE I. IN GENERAL

Sec. 30-1. Storage and disposition of waste oil, flammable liquids and grease.

(a) It shall be the duty of every person having any waste oil, flammable liquid or grease, other than domestic grease, to provide one or more approved, covered metal containers, of not less than ten gallons capacity each, and in no case shall the combined capacity of such containers exceed 100 gallons, for the disposition of such substances. Such containers shall be kept in some safe and convenient location on the premises and all waste oil, flammable liquid and grease shall be placed therein and securely covered.

(b) All wastes described in subsection (a) of this section shall be removed from the premises upon which such wastes are accumulated by the owner or occupant thereof and disposed of by burning the waste in an incinerator or furnace suitable for such purpose, by delivery to a refinery or removal beyond the city limits. It shall be unlawful to burn such wastes in any public street or alley.

(Code 1975, § 9-2)

ARTICLE III. FIRE PREVENTION CODE

Sec. 30-91. Adoption.

The city adopts for the purpose of prescribing regulations governing conditions hazardous to life and property from fire, hazardous materials or explosion, and for all other relevant purposes, that certain code known as the International Fire Code, 2003 edition, together with and retaining and readopting appendix II-C of the 1997 Uniform Fire Code. The adoption and retention of such codes is made except as amended by this article. Copies of such codes are on file with the city clerk and the codes, as amended, are made a part hereof as if fully set forth in this article.

(Code 1975, § 9-136; Ord. No. 2059, § 9-136, 11-13-2001; Ord. No. 2123, 2-10-2004)

State law reference(s)--Authority of city to adopt technical code by references, MCL 117.3(k).

Sec. 30-92. Rules for flammable and combustible liquids and underground storage tanks.

The city hereby adopts the state rules for the storage and handling of flammable and combustible liquids as promulgated by the state fire safety board, and the state underground storage tank rules, as adopted by the state.

(Code 1975, § 9-136.1; Ord. No. 2059, § 9-136.1, 11-13-2001)

Sec. 30-93. Definitions.

In addition to the definitions set forth in the International Fire Code, the following definitions apply:

(1) Wherever the term "jurisdiction" or "name of jurisdiction" is issued in the International Fire code, it shall be held to mean the City of Muskegon.

(2) Whenever the term "code official" is used in the International Fire Code, it shall be held to mean the position of city fire marshal or, if that position is vacant, the position of city fire inspector.

(Code 1975, § 9-137; Ord. No. 2059, § 9-137, 11-13-2001)

Cross reference(s)--Definitions generally, § 1-2.

Sec. 30-94. Amendments.

(a) Applications for all permits required by the International Fire code or this article shall be made at the office of the city clerk, and all fees shall be paid at the office of the city treasurer. The amount of such fees shall be as prescribed, from time to time, by resolution of the city commission.

(b) Section 108 of the International Fire Code is amended to read in its entirety as follows:

Whenever an application is disapproved or the granting of a permit under the fire prevention code or the International Fire Code or appendix II-C of the 1997 Uniform Fire Code is refused, or when it is claimed that the provisions of such codes do not apply or that the true intent and meaning of the code have been misconstrued or wrongly interpreted, the applicant may appeal to the construction board of appeals of the city in accordance with their authority as set forth in section 10-32.

(c) Section 109.3 of the International Fire Code is amended to read in its entirety as follows:

Violations and penalties. Persons who shall violate a provision of this code or fail to comply with any of the requirements thereof or who shall erect, install, alter, repair or do work in violation of the approved construction documents or directive of the code official, or of a permit or certificate issued under the provisions of this code, shall be responsible for a civil infraction. Penalties which shall apply to civil infractions shall be a fine of $100.00 for the first offense, $250.00 for the second offense within one year of the first, and $500.00 for each subsequent offense within two years of the first offense. Each day that a violation continues after due notice has been given shall be deemed a separate offense.

In addition to the imposition of penalties and responsibility for civil infractions, the city is authorized to institute appropriate actions to prevent unlawful construction or to restrain, correct or abate a violation, to prevent illegal occupancy of the structure or premises or to stop an illegal act, illegal conducting of a business or illegal occupancy of a structure on or about any premises.

(d) Section 110 of the International Fire Code concerning unsafe building is amended to read in its entirety as follows:

Unsafe buildings. Buildings or structures which are structurally unsafe or not provided with adequate egress, or which constitute a fire hazard or are otherwise dangerous to human life, or which in relation to existing use constitute

a hazard to safety or health or public welfare, by reason of inadequate maintenance, dilapidation, obsolescence, fire hazard, disaster damage or abandonment as specified in this code or any other ordinance, are, for the purpose of section 110, unsafe buildings. Such unsafe buildings are hereby declared to be public nuisances and shall be abated by repair, rehabilitation, demolition or removal. The procedures and standards specified in section 10-61 et seq., of the Code of Ordinances concerning dangerous buildings shall apply.

(e) Section 111.4 of the International Fire Code is amended to read in its entirety as follows:

Failure to comply. Any person who shall continue any work after having been served with a stop work order, except such work as that person is directed by the code official to perform to remove a violation or unsafe condition, shall be responsible for a civil infraction carrying the same penalties as set forth in subsection (c) above.

(f) Appendix A, concerning a board of appeals, set forth in the International Fire Code, is not adopted by this article and is deleted.

(Code 1975, § 9-138.1; Ord. No. 2059, §§ 9-138, 9-140, 11-13-2001)

Sec. 30-95. Modifications.

The code official, with consent and knowledge of the chief of the fire department, shall have power to modify any of the provisions of the International Fire Code, upon application in writing by the owner or lessee, or his duly authorized agent, when there are practical difficulties in the way of carrying out the strict letter of the codes, provided that the spirit of the codes shall be observed, public safety secured and substantial justice done. The particulars of such modifications, when granted or allowed, and the decision of the fire marshal or the fire inspector thereon, shall be entered upon the records of the fire department and a signed copy shall be furnished the applicant.

(Code 1975, § 9-143; Ord. No. 2059, § 9-139, 11-13-2001)

EXHIBIT 3

ARTICLE II. CONSTRUCTION CODES*

*State law reference(s)--State Construction Code Act of 1972, MCL 125.1501 et seq.

Sec. 10-31. Agency designated.

(a) Pursuant to the provisions of the state building, electrical, mechanical, plumbing, and residential codes, in accordance with section 8B(6) of Public Act No. 230 of 1972, the building, electrical, mechanical and plumbing officials employed or retained by the building inspection department of the city are hereby designated as the enforcing agencies to discharge the responsibilities of the city under Public Act No. 230 of 1972. The city assumes responsibility for the administration and enforcement of the act throughout its corporate limits.

(b) Any person violating the provisions of the codes mentioned in subsection (a) of this section shall be responsible for a municipal civil infraction, and shall pay a fine as set forth in the schedule of civil infraction fines in section 2-204.

(Ord. No. 2048, §§ 1, 3, 8-14-2001)

Sec. 10-32. Construction board of appeals.

(a) *Establishment.* There is hereby established a construction board of appeals as authorized, and to be organized, in accordance with the state Construction Code Commission Act, specifically MCL 125.1514.

(b) *Composition.* The construction board of appeals shall consist of seven members who must be qualified by experience or training to perform their duties as members of the board.

(c) *Appointment and terms.* Members of the board shall be appointed for two-year terms, such appointments to be made by the city manager with the advice and consent of the city commission. Persons eligible for appointment who are residents of the city shall be preferred; however, city residence is not required for appointment, since, by statute, the members of the construction board of appeals may serve in more than one jurisdiction.

(d) *Rules for procedure and operation, meetings and business.* The construction board of appeals shall have the right to adopt its own rules of procedure and guidelines for meetings and hearings, provided that all proceedings of the board shall be conducted in accordance with MCL 125.1514. All proceedings of the construction board of appeals shall be held in accordance with the state Open Meetings Act, and all records of decisions and any other records shall be subject to the state Freedom of Information Act.

(e) *Appeals.* In addition to the duties set forth elsewhere in this section for the construction board of appeals, it shall also have jurisdiction to hear appeals taken from decisions of the appropriate authorities, or make interpretations, pursuant to the International Fire Code, 2000 edition, or other fire and safety code in effect in the city from time to time.

(Ord. No. 2051, §§ 1--5, 8-28-2001; Ord. No. 2056, § 1, 9-11-2001)

Secs. 10-33--10-60. Reserved.