

# CITY OF MUSKEGON

## CITY COMMISSION MEETING

**JANUARY 28, 2003**

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

### **AGENDA**

#### **ROLL CALL:**

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

- a. Violence Awareness Week in Muskegon.

#### **CONSENT AGENDA:**

- a. Approval of Minutes. CITY CLERK
- b. FIRST READING: Zoning Ordinance Amendment to Add a Medical Care (MC) District to the Ordinance. PLANNING & ECONOMIC
- c. Disclosure of Potential Conflict of Interest under CDBG Community Development Block Grant Program. COMMUNITY &
- d. Resolution to Sell 1838 Jarman. COMMUNITY & NEIGHBORHOOD SERVICES
- e. Resolution Authorizing Computerized Tax Roll. TREASURER
- f. Bond Authorizing Resolution 2003 Public Improvement Bonds. FINANCE

#### **PUBLIC HEARINGS:**

- a. The Conducting of a Public Hearing in Regards to the 2003-2004 Community Development Block Grant and HOME Fiscal year. COMMUNITY & NEIGHBORHOOD SERVICES
- b. Spreading of the Special Assessment Roll for Houston, First to Third. ENGINEERING
- c. Spreading of the Special Assessment Roll for Washington, Division to Franklin. ENGINEERING
- d. Spreading of the Special Assessment Roll for Division, Southern to Western. ENGINEERING

#### **COMMUNICATIONS:**

- a. Letter from Jeffery Bean

**NEW BUSINESS:**

- a. FIRST READING: Zoning Ordinance Amendments for Downtown Parking. PLANNING & ECONOMIC DEVELOPMENT
- b. Sale of Buildable Vacant Industrial Property at 600 W. Grand Avenue. PLANNING & ECONOMIC DEVELOPMENT
- c. Construction Agreement with CSX. ENGINEERING

**CLOSED SESSION:** To discuss pending litigation.

2003-07

# *City of Muskegon*

*State of Michigan*

## *Resolution*

- WHEREAS,** beginning on Valentines Day Friday, February 14, 2003 and continuing through Saturday, February 22, 2003 has been designated as Violence Awareness Week in Muskegon; and
- WHEREAS,** V-Day is a global movement whose funding creates and nurtures innovative programs to stop the worldwide violence against women and girls, including rape, battery, incest, ~~female genital mutilation and sexual slavery~~; and
- WHEREAS,** All funds will go to Every Woman's Place, Region Four Women's Shelter and Rape Crisis Center, and the Dating Violence Youth Education Program; and
- WHEREAS,** V-Day Muskegon will kick off the week of fund raising with a "Victory, Valentine and Vagina" Happy Hour at the Hilt Building, and end the week with a performance of Eve Ensler's "The Vagina Monologues"; and
- NOW, THEREFORE,** the City Commission hereby proclaims the week of February 14, 2003 as Violence Awareness Week in Muskegon and urge all citizens to support generously this most worthy effort by attending and enjoying the planned activities.
- IN WITNESS WHEREOF,** I have hereunto set our hands and cause the seal of the City of Muskegon to be affixed this 28<sup>th</sup> day of January, 2003.

\_\_\_\_\_  
Steve Warmington, Mayor

\_\_\_\_\_  
Karen Buie, Vice Mayor

\_\_\_\_\_  
Stephen Gawron, Commissioner

\_\_\_\_\_  
Bill Larson, Commissioner

\_\_\_\_\_  
Clara Shepherd, Commissioner

\_\_\_\_\_  
Lawrence Spataro, Commissioner

\_\_\_\_\_  
Robert Schweifler, Commissioner

**Date: January 28, 2003**  
**To: Honorable Mayor and City Commissioners**  
**From: Gail A. Kunding, City Clerk**  
**RE: Approval of Minutes**

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

FINANCIAL IMPACT: None.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: Approval of the minutes.

# **CITY OF MUSKEGON**

## **CITY COMMISSION MEETING**

**JANUARY 28, 2003**

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

### **MINUTES**

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

Mayor Warmington opened the meeting with a prayer from Pastor Michael Phelps of Muskegon Apostolic Tabernacle, after which members of the City Commission and members of the public joined in reciting the Pledge of Allegiance to the Flag.

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

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

#### **2003-07 HONORS AND AWARDS:**

##### **a. Violence Awareness Week in Muskegon.**

Mayor Stephen Warmington read the Resolution to the public.

#### **2003-08 CONSENT AGENDA:**

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

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

FINANCIAL IMPACT: None.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: Approval of the minutes.

##### **b. FIRST READING: Zoning Ordinance Amendment to Add a Medical Care (MC) District to the Ordinance. PLANNING & ECONOMIC DEVELOPMENT**

SUMMARY OF REQUEST: Request to amend the ordinance to amend the zoning ordinance to create a Medical Care District that more adequately accommodates hospital campuses in the city.

FINANCIAL IMPACT: None.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: Staff recommends amendment of the Zoning Ordinance as described above.

COMMITTEE RECOMMENDATION: After Planning Commission and Hospital staff review and some modification, the Planning Commission recommended approval of the request at their meeting on 1/16/03. The vote was unanimous with Veltkamp and Warmington absent.

c. Disclosure of Potential Conflict of Interest under CDBG Community Development Block Grant Program. COMMUNITY & NEIGHBORHOOD SERVICES

SUMMARY OF REQUEST: Under Community Development Block Grant regulations, potential conflicts of interest must be disclosed to the public prior to requesting a waiver from HUD. Donna Baker of 567 Leonard, has applied for CDBG assistance under the City's Vinyl Siding Program. Ms. Baker is the Mother of Pat Bice who works at the Public Works Building. The City Attorney has determined that no conflict of interest is present in this case; however, this must be disclosed to the public before any further action can be taken.

FINANCIAL IMPACT: None.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: The legal opinion of the City Attorney must be kept on file with the City Clerk for future public review. If the public can present no evidence to support a potential conflict, a request for a Conflict of Interest waiver may be forwarded to HUD for approval.

d. Resolution to Sell 1838 Jarman. COMMUNITY & NEIGHBORHOOD SERVICES

SUMMARY OF REQUEST: To approve the resolution to sell the city owned house at 1838 Jarman.

The house at 1838 Jarman was obtained by the City of Muskegon from the U.S. Housing and Urban Development department through the "Good Neighbor" Program for \$1.00. The house has since been totally rehabilitated by the City of Muskegon with HOME funds and being sold at the market price of \$46,000 to Ms. Cassandra Ross.

FINANCIAL IMPACT: The program income derived from the sale will be deposited in the City's HOME account.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: To approve the resolution and the sale of 1838 Jarman to Ms. Ross.

e. Resolution Authorizing Computerized Tax Roll. TREASURER

SUMMARY OF REQUEST: To approve the resolution authorizing the use of a computerized database as the tax roll.

FINANCIAL IMPACT: None.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: To approve the resolution.

**f. Bond Authorizing Resolution 2003 Public Improvement Bonds.**  
**FINANCE**

**SUMMARY OF REQUEST:** The City is in the midst of an aggressive citywide sidewalk improvement program. To finance the up front costs, it is necessary to issue public improvement bonds. These bonds will be paid from special assessments levied against benefiting property owners. Previously the Commission adopted a Notice of Intent Resolution which notified citizens of the City's intent to borrow and allowed for a 45-day period during which petitions could be filed to force a referendum on this bond issue. The 45-day period has elapsed with no petitions being filed and the next step in the bonding process is adoption of the bond authorizing resolution.

**FINANCIAL IMPACT:** The resolution authorizes the City to borrow \$1,575,000. This amount is sufficient to finance the final three years of the sidewalk program. Bonds will be paid from special assessments over 13 years and will carry, as a secondary pledge, the City's limited full faith and credit. This means that if special assessment income falls short of the amount needed to make annual debt service payments, the City's General Fund will be required to make up the shortfall.

The full financial impact will not be known until bonds are sold and interest rates determined. Bonds are scheduled for sale on Tuesday, February 25<sup>th</sup> and the results will be brought to the City Commission that same evening for award.

**BUDGET ACTION REQUIRED:** None at this time. The annual debt service costs will be budgeted in future years as well until the bonds are retired (2016).

**STAFF RECOMMENDATION:** Approval of the bond authorizing resolution.

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

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

Nays: None

Absent: Buie

***MOTION PASSED***

**2003-09 PUBLIC HEARINGS:**

**a. The Conducting of a Public Hearing in Regards to the 2003-2004 Community Development Block Grant and HOME Fiscal year.**  
**COMMUNITY & NEIGHBORHOOD SERVICES**

**SUMMARY OF REQUEST:** To conduct a Public Hearing to solicit comments from the public in regards to the anticipated 2003-2004 City of Muskegon's Community Development Block Grant funding estimated at \$1,326,000 and HOME funds estimated at \$327,000.

After the Commission has gathered comments from the public, the Commission is asked to accept the proposal packets supplied and direct the CNS staff to continue with the consolidated planning process.

**FINANCIAL IMPACT:** None at this time.

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

**STAFF RECOMMENDATION:** To accept comments and direct staff to continue the consolidated planning process.

The Public Hearing opened at 5:38 to hear and consider any comments from the public. No comments were heard.

**Motion by Commissioner Larson, second by Commissioner Schweifler to close the public hearing at 5:46 and direct CNS staff to continue with the consolidated planning process for the anticipated 2003-2004 City of Muskegon's Community Development Block Grant funding.**

**ROLLVOTE: Ayes: Shepherd, Spataro, Warmington, Gawron, Larson, Shweifler**

**Nays: None**

**Absent: Buie**

***MOTION PASSED***

**b. Spreading of the Special Assessment Roll for Houston, First to Third.**  
**ENGINEERING**

**SUMMARY OF REQUEST:** To hold a public hearing on the spreading of the special assessment for Houston, First to Third, and to adopt the resolution confirming the special assessment roll.

**FINANCIAL IMPACT:** A total of \$13,939.06 would be spread against the fifteen-(15) parcels abutting the project.

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

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

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

**Motion by Commissioner Schweifler, second by Commissioner Shepherd to close the Public Hearing at 5:48 and to approve the spreading of the special assessment for Houston, First to Third, and to adopt the resolution.**

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

**Nays: None**

**Absent: Buie**

***MOTION PASSED***

**c. Spreading of the Special Assessment Roll for Washington, Division to Franklin.**  
**ENGINEERING**

**SUMMARY OF REQUEST:** To hold a public hearing on the spreading of the special assessment for Washington Ave., Division to Franklin, and to adopt the resolution confirming the special assessment roll.

**FINANCIAL IMPACT:** A total of \$67,521.52 would be spread against the twenty nine-(29) parcels abutting the project.

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

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

The Public Hearing opened at 5:49 to hear and consider any comments from the public. No comments were heard.

**Motion by Commissioner Gawron, second by Commissioner Schweifler to close the Public Hearing at 5:50 and to approve the spreading of the special assessment for Washington, Division to Franklin, and to adopt the resolution**

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

**Nays: None**

**Absent: Buie**

***MOTION PASSED***

**d. Spreading of the Special Assessment Roll for Division, Southern to Western. ENGINEERING**

**SUMMARY OF REQUEST:** To hold a public hearing on the spreading of the special assessment for Division, Southern to Western, and to adopt the resolution confirming the special assessment roll.

**FINANCIAL IMPACT:** A total of \$44,658.54 would be spread against the twenty seven-(27) parcels abutting the project.

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

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

The Public Hearing opened at 5:51 to hear and consider any comments from the public. No comments were heard.

**Motion by Commissioner Spataro, second by Commissioner Larson to close the Public Hearing at 5:53 and to approve the spreading of the special assessment for Division, Southern to Western, and to adopt the resolution.**

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

**Nays: None**

**Absent: Buie**

***MOTION PASSED***

**2003-10 COMMUNICATIONS:**

**a. Letter from Jeffery Bean**

Mayor Warmington asked that a letter dated January 24, 2003 from Jeffery Bean of 1845 Hudson St., Muskegon, MI, 49441 be entered into the minutes.

**2003-11 NEW BUSINESS:**

**a. FIRST READING: Zoning Ordinance Amendments for Downtown Parking. PLANNING & ECONOMIC DEVELOPMENT**

**SUMMARY OF REQUEST:** Request to amend the parking standards of the Zoning Ordinance in order to create an overlay district, which permits more flexibility in parking requirements for the downtown and lakeshore.

**FINANCIAL IMPACT:** None.

**BUDGET ACTION REQUIRED:** None.

**STAFF RECOMMENDATION:** Staff recommends amendment of the Zoning Ordinance as described above.

**COMMITTEE RECOMMENDATION:** After some modifications to the originally proposed language, the Planning Commission recommended approval of the request at their meeting on 12/12/02. The vote was unanimous.

**Motion by Commissioner Spataro, second by Commissioner Schweifler to approve amendment of the parking standards of the Zoning Ordinance.**

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

**Nays: None**

**Absent: Buie**

***MOTION PASSED***

**b. Sale of Buildable Vacant Industrial Property at 600 W. Grand Avenue. PLANNING & ECONOMIC DEVELOPMENT**

**SUMMARY OF REQUEST:** To approve the sale of a vacant industrial property at 600 W. Grand Avenue [designated as parcel number 24-205-410-0010-00 described as: (See Attachment)] to Competitive Edge Wood Specialties of 636 W. Grand Ave., Muskegon, MI. The parcel is .33 acres and is being offered for \$5,000. The appraised value of the lot is \$6,600, but because of its odd shape (see attached map) and a previous verbal agreement, it is being offered for \$5,000 to Competitive Edge. (Under the verbal agreement, the City agreed to pay for the title commitment and Competitive Edge paid for the survey. Since the cost of the survey exceeds the price of the title commitment by over \$2,800, the City agreed to lower the price of the property.) A 16ft. Easement will be retained along the eastern boundary for possible future Lakeshore Trail development.

**FINANCIAL IMPACT:** The sale of this parcel will generate additional tax revenue for the City and will place the property back on the City's tax rolls thus relieving the City of continued maintenance costs.

**BUDGET ACTION REQUIRED:** None.

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

**Motion by Commissioner Shepherd, second by Commissioner Spataro to approve the sale of a vacant industrial property at 600 W. Grand Ave. to Competitive Edge Wood Specialties of 636 W. Grand Ave., Muskegon MI., and have the Mayor and Clerk sign resolution.**

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

**Nays: None**

**Absent: Buie**

***MOTION PASSED***

**c. Construction Agreement with CSX. ENGINEERING**

**SUMMARY OF REQUEST:** Enter into a construction agreement with CSXT by authorizing the mayor to execute the agreement. Under said agreement, CSX will perform the following tasks;

1. Tie-ins of new tracks
2. Railroad flagging

3. Installation of grade crossing
4. Construction inspection
5. Order and delivery of new rails (this was authorized 6/11/02)

The not to exceed cost of the above stated tasks is estimated @ \$548,307 of which \$72,439.44 (cost of the rails) had already been approved.

FINANCIAL IMPACT: The estimated cost of \$575,181.

BUDGET ACTION REQUIRED: None at this time. The cost is expected to be a part of the grant from MDOT.

STAFF RECOMMENDATION: Approve the contract with CSXT.

Motion by Commissioner Larson, second by Commissioner Schweifler to approve the construction agreement with CSXT and authorize the Mayor to execute the agreement.

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

Nays: None

Absent: Buie

**MOTION PASSED**

**2003-12 CLOSED SESSION: To discuss pending litigation.**

Motion by Commissioner Schweifler, second by Commissioner Gawron to close the regular session at 6:07 and go into closed session to discuss pending litigation and land acquisition.

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

Nays: None

Absent: Buie

**MOTION PASSED**

Motion by Commissioner Spataro, second by Commissioner Schweifler to go into open session at 7:20.

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

Nays: None

Absent: Buie

**MOTION PASSED**

Motion by Commissioner Spataro, second by Commissioner Larson to authorize City Attorney to go ahead with consent judgement.

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

Nays: None

Absent: Buie, Larson

**MOTION PASSED**

The Regular Commission Meeting for the City of Muskegon was adjourned at 7:22pm.

Respectfully submitted,

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

Gail Kunderger, MMC

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

**Date:** January 17, 2003  
**To:** Honorable Mayor and City Commissioners  
**From:** Planning & Economic Development *B*  
**RE:** *Zoning Ordinance Amendment to add a Medical Care (MC) District to the ordinance.* - *First Reading - put on Feb 11/03 meeting*

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**SUMMARY OF REQUEST:**

Request to amend the ordinance to amend the zoning ordinance to create a Medical Care District the more adequately accommodates hospital campuses in the city.

**FINANCIAL IMPACT:**

None

**BUDGET ACTION REQUIRED:**

None

**STAFF RECOMMENDATION:**

Staff recommends amendment of the Zoning Ordinance as described above.

**COMMITTEE RECOMMENDATION:**

After Planning Commission and Hospital staff review and some modification, the Planning Commission recommended approval of the request at their meeting on 1/16/03. The vote was unanimous with Veltkamp and Warmington absent.

2008-08 c)

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

**Date: January 28, 2003**  
**To: Honorable Mayor & City Commission**  
**From: Community and Neighborhood Services**  
**Department**  
**RE: Disclosure of Potential Conflict of Interest Under**  
**CDBG Community Development Block Grant**  
**Program**

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SUMMARY OF REQUEST: Under Community Development Block Grant regulations, potential conflicts of interest must be disclosed to the public prior to requesting a waiver from HUD. Donna Baker of 567 Leonard, has applied for CDBG assistance under the City's Vinyl Siding Program. Ms. Baker is the Mother of Pat Bice who works at the Public Works Building. The City Attorney has determined that no conflict of interest is present in this case; however, this must be disclosed to the public before any further action can be taken.

FINANCIAL IMPACT: None

BUDGET ACTION REQUIRED: None

STAFF RECOMMENDATION: The legal opinion of the City Attorney must be kept on file with the City Clerk for future public review. If the public can present no evidence to support a potential conflict, a request for a Conflict of Interest waiver may be forwarded to HUD for approval.

COMMITTEE RECOMMENDATION: Not Applicable

**PARMENTER O'TOOLE**

*Attorneys at Law*

175 West Apple Avenue ■ P.O. Box 788 ■ Muskegon, Michigan 49443-0788  
Phone 231.722.1621 ■ Fax 231.722.7866 or 231.728.2206  
[www.Parmenterlaw.com](http://www.Parmenterlaw.com)

December 10, 2002

Ms. Ardyce Haken  
Housing Counselor  
Community & Neighborhood Services  
City of Muskegon  
P.O. Box 536  
Muskegon, MI 49443-0536

Re: **Donna Baker**

Dear Ms. Haken:

In response to your letter of December 4, 2002, the following opinion is provided.

Your letter indicates that Donna Baker is the owner of property located at 567 Leonard, and has applied for funding for vinyl siding assistance through the Community and Neighborhood Services Department. While Ms. Baker is related to Pat Bice, a city employee, you have indicated that Ms. Bice does not have any interest in the property subject to the improvement.

As a city employee, Ms. Bice does not participate in allocating federal grants to programs. Ms. Bice is not in a position to increase or decrease the amount of money to be spent on vinyl siding assistance. Ms. Bice is not in a position to insure that monies are spent on the property owned by Ms. Baker, as that is a staff decision from another City department.

While the state has adopted the Contracts for Public Entities Act, which generally regulates contracts between governmental entities and public servants and officials, the Act is not applicable in this case. Ms. Bice does not have an interest in the property, which would be benefited by the monies. In the absence of such, the Contracts for Public Entities Act would not prohibit or restrict, in any means, such a contract. No other state law is applicable.

The federal regulations provide that:

No person who is an employee ... of the grantee ... that receives rental rehabilitation grant amounts and who exercises ... any functions or responsibilities with respect to assisted rehabilitation activities, or who is in a position to participate in a decision-making process ... with regard to such activities, may obtain a personal or financial interest or benefit from the activities, or have an interest in any contract, sub-contract or agreement with respect thereto, or the proceeds thereunder, either for themselves or those with whom they have family ... ties....

24 CFR 511.12(a). The operative prohibition is that relating to "family ties." As such, there may be a conflict.

I agree with staff that this warrants a waiver. Ms. Bice will not personally benefit from the grant. The benefit is provided to anyone, subject to budget constraints, who applies. Ms. Baker is intended to be the beneficiary of the program, and will receive, generally, the same benefit as is made available to others. Failure to provide the benefit to Ms. Baker will impose an undue hardship on her.

If you have any further questions or concerns, please feel free to contact me.

Sincerely yours,

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

John C. Schrier

Direct: 231.722.5401

Fax: 231.728.2206

E-Mail Address: [jcs@parmenterlaw.com](mailto:jcs@parmenterlaw.com)

JCS/je

December 4, 2002

Mr. John Schrier, City Attorney  
Parmenter, O'Toole  
P.O. Box 786  
Muskegon, MI 49443-0786

Dear Mr. Schrier:

I am requesting a legal opinion regarding a potential Conflict of Interest under the Community Development Vinyl Siding Program. Under CDBG regulations, if the potential for conflict exists related to the use of grant funds, the City must request a waiver of federal Conflict of Interest policies from HUD. Prior to requesting such a waiver, we must obtain a legal opinion which supports the waiver and the potential conflict must be publicly disclosed.

The CNS Department has received an application for vinyl siding assistance from Ms. Donna M. Baker of 567 Leonard Street. Ms. Baker has a daughter, Ms. Pat Bice, who is employed by the City of Muskegon's Public Works Department. Therefore, this falls under the Conflict of Interest Policy.

It is staff's position that this application merits a waiver of the Conflict of Interest provisions for the following reasons:

1. Ms. Baker is a low-income (60%) homeowner who qualifies for assistance. Without CDBG assistance Ms. Baker would be unable to install vinyl siding on her home. The wood siding on Ms. Baker's house has been painted by our department in the past and will no longer hold the paint. This would be an undue burden on Ms. Baker which is contrary to the intent of the CDBG program. Ms. Baker otherwise has met all of the requirements of the program.
2. Ms. Baker's daughter is the Administrative Services Supervisor-DPW of the Public Works Department and, therefore, administers the Senior Transit Service which is funded by the CNS Department. Ms. Bice is not involved in establishing any of the rules that govern the Vinyl Siding Program.

Based on your opinion, I will notify Ms. Baker about proceeding with public disclosure.

Thank you for your assistance.

Sincerely,

Ardyce G. Haken  
Housing Specialist  
Community & Neighborhood Services

2003-08 d)

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

**Date: January 21, 2003**  
**To: Honorable Mayor & City Commission**  
**From: Community and Neighborhood Services**  
**Department**  
**RE: Resolution to Sell 1838 Jarman**

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SUMMARY OF REQUEST: To approve the attached resolution to sell the city owned house at 1838 Jarman.

The house at 1838 Jarman was obtained by the City of Muskegon from the U. S. Housing and Urban Development department through the "Good Neighbor" program for \$1.00. The house has since been totally rehabilitated by the City of Muskegon with HOME funds and being sold at the market price of \$46,000 to Ms. Cassandra Ross.

FINANCIAL IMPACT: The program income derived from the sale will be deposited in the City's HOME account

BUDGET ACTION REQUIRED: None

STAFF RECOMMENDATION: To approve the resolution and the sale of 1838 Jarman to Ms. Ross.

COMMITTEE RECOMMENDATION: None

2003-08 (d)

MUSKEGON CITY COMMISSION

RESOLUTION TO APPROVE THE SALE OF  
CITY-OWNED PROPERTY AT 1838 Jarman

WHEREAS, the City of Muskegon is dedicated to the redevelopment of its neighborhoods and its housing stock;

WHEREAS, the City of Muskegon is dedicated to promoting high quality affordable single-family housing in the community and;

WHEREAS, the City of Muskegon is dedicated to promoting homeownership for its low and moderate-income residents throughout its neighborhood;

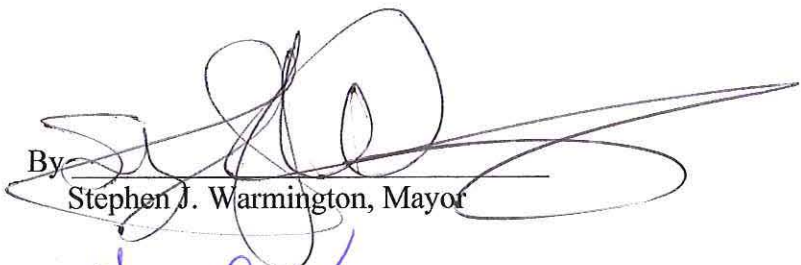
NOW THEREFORE, BE IT RESOLVED that the City Commission hereby approved the sale of the newly rehabilitated single family home located at 1838 Jarman to Cansandra Ross for the price of \$46,000.

Adopted this 21<sup>st</sup> day of January, 2003

Ayes: 6

Nays: 0

Absent: 1

By   
Stephen J. Warmington, Mayor

By   
Gail A. Kunderinger, City Clerk

**CERTIFICATION**

2003-08 (d)

This resolution was adopted at a regular meeting of the City Commission, held on September 10, 2002. The meeting was properly held and noticed pursuant to the Open Meetings Act of the State of Michigan, Act 267 of the Public Acts of 1976.

**CITY OF MUSKEGON**

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



1838 Jarman

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

**Date: January 22, 2003**  
**To: Honorable Mayor and City Commissioners**  
**From: City Treasurer**  
**RE: Resolution Authorizing Computerized Tax Roll**

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**SUMMARY OF REQUEST:**

To approve the attached resolution authorizing the use of a computerized data base as the tax roll

**FINANCIAL IMPACT:**

None.

**BUDGET ACTION REQUIRED:**

None.

**STAFF RECOMMENDATION:**

To approve the attached resolution.

**COMMITTEE RECOMMENDATION:**

N/A

**PART 6: LOCAL UNIT CERTIFICATIONS - Computerized Tax Roll Application**

|                                                                                                                                                                                                                                                                                                                                                                                        |                                        |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------|
| We declare that the city or township named below, which we are authorized to represent, has the capacity to enable it to comply with the requirements and that it will comply with the requirements of Act 112 of 1990, as amended. We understand that this certification must be reaffirmed to the State Tax Commission every three years after approval by the State Tax Commission. |                                        |
| City or Township, County Name                                                                                                                                                                                                                                                                                                                                                          | City or Township Treasurer's Signature |
| Treasurer                                                                                                                                                                                                                                                                                                                                                                              | Assessing Officer's Signature          |
| Assessing Officer                                                                                                                                                                                                                                                                                                                                                                      |                                        |

Include a separate certification sheet for each local unit which will be using this computerized database system as its tax roll.

# MUSKEGON COUNTY

M I C H I G A N

990 TERRACE STREET, P.O. BOX 177, MUSKEGON, MICHIGAN 49443

(231) 724-6261 • FAX (231) 724-6549

**TREASURER'S OFFICE**

**JANA KOENS**

Treasurer

## interoffice MEMORANDUM

RECEIVED

DEC 12 2002

to: All Local Unit Treasurers  
from: Dan Joslyn  
subject: **MISCELLANEOUS ITEMS**  
date: December 10, 2002

CITY OF MUSKEGON  
TREASURER'S OFFICE

At our last Treasurer's meeting, we discussed a number of items, among them the request by the State Tax Commission for Computerized Tax Roll Certification, Deferment of Summer Taxes, and the use of email to send periodic tax roll backups to the county. I have enclosed various documents pertaining to these issues.

There are two forms for the Certification. One is a sample resolution that you will need to take to your board for authorization. The second is a declaration to be signed by the Treasurer and Assessor. If you have already completed the declaration (Part 6) and returned it to me, you can ignore it. There may be other requirements to be met at some point, but I would like to have these assimilated within the next couple of months.

Also enclosed is the *Application For Deferment of Summer Taxes*. This form must be filed each year by a qualifying taxpayer and no later than September 14, the day before the penalty takes effect.

The fourth enclosure contains brief instructions for those treasurers who have the capability to transmit backups of the tax roll via the Internet/email. If you have the capability, please give it a try so we can determine whether this is an efficient means to transfer the data on a regular basis. If you do not have email, but have a CD burner, backing up to a CD is a more desirable option than diskette. However, I have no problem continuing to use diskettes as a media source if this is all you have to use. If you have questions with regard to the instructions, Suzie (City of Montague) is happy to help you get started.

The last enclosure is an example of a notice that several units sent to their mortgage, escrow, and tax service companies. Due to the continued and seemingly ever increasing problems with these entities, some treasurers have decided to institute a "get tough" policy with them. There is really no reason that these companies cannot adhere to the rules formulated in this notice. Feel free to utilize it as is or modify it to your specifications.

Thanks to each one of you for your continued patience and willingness to work so well with me this year. I appreciate it and wish you all a Merry Christmas.

Dan

2003-08 (P)

**Date:** January 28, 2003

**To:** Honorable Mayor and City Commissioners

**From:** Finance Director

**RE:** Bond Authorizing Resolution 2003 Public Improvement Bonds

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**SUMMARY OF REQUEST:** The City is in the midst of an aggressive citywide sidewalk improvement program. To finance the up front costs, it is necessary to issue public improvement bonds. These bonds will be paid from special assessments levied against benefiting property owners. Previously the Commission adopted a *Notice of Intent Resolution* which notified citizens of the City's intent to borrow and allowed for a 45-day period during which petitions could be filed to force a referendum on this bond issue. The 45-day period has elapsed with no petitions being filed and the next step in the bonding process is adoption of the attached bond authorizing resolution.

**FINANCIAL IMPACT:** The attached resolution authorizes the City to borrow \$1,575,000. This amount is sufficient to finance the final three years of the sidewalk program. Bonds will be paid from special assessments over 13 years and will carry, as a secondary pledge, the City's limited full faith and credit. This means that if special assessment income falls short of the amount needed to make annual debt service payments, the City's General Fund will be required to make up the shortfall.

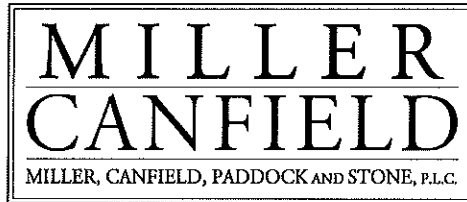
The full financial impact will not be known until bonds are sold and interest rates determined. Bonds are scheduled for sale on Tuesday, February 25<sup>th</sup> and the results will be brought to the City Commission that same evening for award.

**BUDGET ACTION REQUIRED:** None at this time. The annual debt service costs will be budgeted in future years as well until the bonds are retired (2016).

**STAFF RECOMMENDATION:** Approval of the attached bond authorizing resolution.

**COMMITTEE RECOMMENDATION:** None.

Founded in 1852  
by Sidney Davy Miller



MICHIGAN: Ann Arbor  
Detroit • Grand Rapids  
Howell • Kalamazoo  
Lansing • Monroe • Troy

New York, NY  
Pensacola, FL  
Washington, DC

CANADA: Windsor, ON  
POLAND: Gdynia  
Katowice • Warsaw

JOEL L. PIELL  
TEL: (313) 496-7518  
FAX: (313) 496-8450  
E-MAIL: [piell@millercanfield.com](mailto:piell@millercanfield.com)

150 West Jefferson, Suite 2500  
Detroit, Michigan 48226  
TEL: (313) 963-6420  
FAX: (313) 496-7500  
[www.millercanfield.com](http://www.millercanfield.com)

January 22, 2003

Mr. Timothy J. Paul  
Finance Director  
City of Muskegon  
933 Terrace St  
PO Box 536  
Muskegon, MI 49443-0536

*Via Email*

Dear Tim:

Please find herewith enclosed a revised bond resolution which changes the bonds to non-QTE bonds as per your suggestion.

Should you have any questions concerning this, please let me know.

Very truly yours,

MILLER, CANFIELD, PADDOCK AND STONE, P.L.C.

By: \_\_\_\_\_  
Joel L. Piell

Enclosure

cc: Warren M. Creamer, III (w/enclosure) *Via Email*

DELIB:2383752.1\063684-00032

RESOLUTION AUTHORIZING  
GENERAL OBLIGATION  
LIMITED TAX BONDS, SERIES 2003

2003- 08 (f)

City of Muskegon  
County of Muskegon, State of Michigan

Minutes of a regular meeting of the City Commission of the City of Muskegon, County of Muskegon, State of Michigan (the "Issuer"), held on January 28, 2003, at 5:30 o'clock p.m., Eastern Standard Time.

PRESENT: Members Mayor Warmington; Commissioners Schweifler, Shepherd, Spataro,  
Gawron, Larson

ABSENT: Members Vice Mayor Buie

The following preamble and resolution were offered by Member Commissioner Schweifler and supported by Member Commissioner Gawron:

WHEREAS, the Issuer does hereby determine that it is necessary to acquire certain capital improvement items consisting of sidewalk and related improvements together with all necessary appurtenances and attachments therefor (the "Project"); and

WHEREAS, the cost of the Project is estimated to be not less than One Million Five Hundred Seventy Five Thousand Dollars (\$1,575,000); and

WHEREAS, to finance the cost of the Project, the City Commission deems it necessary to borrow the principal sum of One Million Five Hundred Seventy Five Thousand Dollars (\$1,575,000) and issue capital improvement bonds pursuant to Act 34, Public Acts of Michigan, 2001 ("Act 34"), to pay all or part of the cost of the Project; and

WHEREAS, a notice of intent was published in accordance with Act 34 which provides that the capital improvement bonds may be issued without a vote of the electors of the Issuer unless a proper petition for an election on the question of the issuance of the bonds is filed with the City Clerk within a period of forty-five (45) days from the date of publication.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. Authorization of Bonds; Bond Terms. Bonds of the Issuer designated GENERAL OBLIGATION LIMITED TAX BONDS, Series 2003 (the "Bonds") are authorized to be issued in the aggregate principal sum of not to exceed One Million Five Hundred Seventy Five Thousand Dollars (\$1,575,000) for the purpose of paying all or part of the cost of the Project, including the costs incidental to the issuance, sale and delivery of the Bonds. The issue shall consist of bonds in fully-registered form of the denomination of \$5,000, or multiples thereof not exceeding for each maturity the maximum principal amount of that maturity, numbered consecutively in order of registration, dated as of March 1, 2003 or date the Bonds are delivered. The Bonds shall bear interest, mature, and be payable at the times and in the manner set forth in Sections 6 and 7 hereof.

The Bonds shall be subject to redemption prior to maturity in the manner and at the times and prices set forth in Sections 6 and 7 hereof.

Interest shall be payable to the registered owner of record as of the 15th day of the month prior to the payment date for each interest payment. The record date of determination of registered owner for purposes of payment of interest as provided in this paragraph may be changed by the Issuer to conform to market practice in the future. Interest shall be payable to the registered owner of record as of the 15th day of the month preceding the payment date for

each interest payment. The principal of the Bonds shall be payable upon presentation and surrender to the Transfer Agent (as defined below).

Unless waived by any registered owner of Bonds to be redeemed, official notice of redemption shall be given by the Transfer Agent on behalf of the Issuer. Such notice shall be dated and shall contain at a minimum the following information: original issue date; maturity dates; interest rates; CUSIP numbers, if any; certificate numbers (and in the case of partial redemption) the called amounts of each certificate; the place where the Bonds called for redemption are to be surrendered for payment; and that interest on the Bonds or portions thereof called for redemption shall cease to accrue from and after the redemption date.

In addition, further notice shall be given by the Transfer Agent in such manner as may be required or suggested by regulations or market practice at the applicable time, but no defect in such further notice nor any failure to give all or any portion of such further notice shall in any manner defeat the effectiveness of a call for redemption if notice thereof is given as prescribed herein.

The Bonds shall be issued in book-entry only form through The Depository Trust Company in New York, New York ("DTC") and the City Administrator and Treasurer are each authorized to execute such custodial or other agreement with DTC as may be necessary to accomplish the issuance of the Bonds in book-entry only form and to make such changes in the Bond Form within the parameters of this resolution as may be required to accomplish the foregoing.

National City Bank of Michigan/Illinois, Troy, Michigan, is hereby appointed to serve as bond registrar, paying agent and transfer agent (the "Transfer Agent") for this issue. The Issuer

reserves the right to replace the Transfer Agent at any time upon written notice to the registered owners of record of the Bonds not less than sixty (60) days prior to an interest payment date.

2. Execution of Bonds. The Bonds of this issue shall be executed in the name of the Issuer with the facsimile signatures of the Mayor and the Clerk of the Issuer and shall have the seal of the Issuer, or a facsimile thereof, printed or impressed on the Bonds. No Bond shall be valid until authenticated by an authorized officer or representative of the Transfer Agent. The Bonds shall be delivered to the Transfer Agent for authentication and be delivered by the Transfer Agent to the purchaser or other person in accordance with instructions from the Treasurer of the Issuer upon payment of the purchase price for the Bonds in accordance with the bid therefor when accepted.

3. Transfer of Bonds. The Transfer Agent shall keep the books of registration for this issue on behalf of the Issuer. Any Bond may be transferred upon such registration books by the registered owner of record, in person or by the registered owner's duly authorized attorney, upon surrender of the Bond for cancellation, accompanied by delivery of a duly executed written instrument of transfer in a form approved by the Transfer Agent. Whenever any Bond or Bonds shall be surrendered for transfer, the Issuer shall execute and the Transfer Agent shall authenticate and deliver a new Bond or Bonds, for like aggregate principal amount. The Transfer Agent shall require the payment by the bondholder requesting the transfer of any tax or other governmental charge required to be paid with respect to the transfer.

4. Limited Tax Pledge; Debt Retirement Fund; Defeasance of Bonds. The Issuer hereby pledges its limited tax full faith and credit for the prompt payment of the Bonds. The Issuer shall each year budget the amount of the debt service coming due in the next fiscal year

on the principal of and interest on the Bonds and shall advance as a first budget obligation from its general funds available therefor, or, if necessary, levy taxes upon all taxable property in the Issuer subject to applicable constitutional, statutory and charter tax rate limitations, such sums as may be necessary to pay such debt service in said fiscal year.

The Treasurer is authorized and directed to open a depository account with a bank or trust company designated by the City Commission, to be designated 2003 GENERAL OBLIGATION LIMITED TAX BONDS DEBT RETIREMENT FUND (the "Debt Retirement Fund"), the moneys to be deposited into the Debt Retirement Fund to be specifically earmarked and used solely for the purpose of paying principal of and interest on the Bonds as they mature.

In the event cash or direct obligations of the United States or obligations the principal of and interest on which are guaranteed by the United States, or a combination thereof, the principal of and interest on which, without reinvestment, come due at times and in amounts sufficient to pay at maturity or irrevocable call for earlier optional redemption, the principal of, premium, if any, and interest on the Bonds, shall be deposited in trust, this resolution shall be defeased and the owners of the Bonds shall have no further rights under this resolution except to receive payment of the principal of, premium, if any, and interest on the Bonds from the cash or securities deposited in trust and the interest and gains thereon and to transfer and exchange Bonds as provided herein.

5. Construction Fund; Proceeds of Bond Sale. The Treasurer is authorized and directed to open a separate depository account with a bank or trust company designated by the City Commission, to be designated 2003 GENERAL OBLIGATION LIMITED TAX BONDS CONSTRUCTION FUND (the "Construction Fund") and deposit into said Construction Fund

the proceeds of the Bonds less accrued interest and premium, if any, which shall be deposited into the Debt Retirement Fund. The moneys in the Construction Fund shall be used solely to pay the costs of the Project and the costs of issuance of the Bonds.

6. Bond Form. The Bonds shall be in substantially the following form:

UNITED STATES OF AMERICA  
STATE OF MICHIGAN  
COUNTY OF MUSKEGON

CITY OF MUSKEGON

GENERAL OBLIGATION  
LIMITED TAX BOND, SERIES 2003

| <u>Interest<br/>Rate</u> | <u>Maturity<br/>Date</u> | <u>Date of<br/>Original Issue</u> | <u>CUSIP</u> |
|--------------------------|--------------------------|-----------------------------------|--------------|
|                          | _____, 1, ____           | March 1, 2003                     |              |

Registered Owner:

Principal Amount: \_\_\_\_\_ Dollars

The City of Muskegon, County of Muskegon, State of Michigan (the "Issuer"), acknowledges itself to owe and for value received hereby promises to pay to the Registered Owner specified above, or registered assigns, the Principal Amount specified above, in lawful money of the United States of America, on the Maturity Date specified above, unless prepaid prior thereto as hereinafter provided, with interest thereon from the Date of Original Issue specified above or such later date to which interest has been paid, until paid, at the Interest Rate per annum specified above, first payable on June 1, 2003 and semiannually thereafter. Principal of this bond is payable at the designated office of National City Bank of Michigan/Illinois, Troy, Michigan, or such other transfer agent as the Issuer may hereafter designate by notice mailed to the registered owner not less than sixty (60) days prior to any interest payment date (the "Transfer Agent"). Interest on this bond is payable to the registered owner of record as of the fifteenth (15th) day of the month preceding the interest payment date as shown on the registration books of the Issuer kept by the Transfer Agent by check or draft mailed to the registered owner of record at the registered address. For prompt payment of this bond, both principal and interest, the full faith, credit and resources of the Issuer are hereby irrevocably pledged.

This bond is one of a series of bonds aggregating the principal sum of \$1,575,000, issued for the purpose of paying all or part of the cost of certain capital improvements for the Issuer. This bond is issued under the provisions of Act 34, Public Acts of Michigan, 2001, and a duly adopted resolution of the Issuer.

Bonds of this issue shall not be subject to redemption prior to maturity.

This bond is transferable only upon the registration books of the Issuer kept by the Transfer Agent by the registered owner of record in person, or by the registered owner's attorney duly authorized in writing, upon the surrender of this bond together with a written instrument of transfer satisfactory to the Transfer Agent duly executed by the registered owner or the registered owner's attorney duly authorized in writing, and thereupon a new registered bond or bonds in the same aggregate principal amount and of the same maturity shall be issued to the transferee in exchange therefor as provided in the resolution authorizing this bond and upon the payment of the charges, if any, therein prescribed.

This bond, including the interest thereon, is payable as a first budget obligation from the general funds of the Issuer, and the Issuer is required, if necessary, to levy ad valorem taxes on all taxable property in the Issuer for the payment thereof, subject to applicable constitutional and statutory tax rate limitations.

It is hereby certified and recited that all acts, conditions and things required by law to be done, precedent to and in the issuance of this bond and the series of bonds of which this is one, exist and have been done and performed in regular and due form and time as required by law, and that the total indebtedness of the Issuer, including this bond, does not exceed any constitutional and statutory debt limitation.

This bond is not valid or obligatory for any purpose until the Transfer Agent's Certificate of Authentication on this bond has been executed by the Transfer Agent.

IN WITNESS WHEREOF, the Issuer, by its City Commission, has caused this bond to be signed in the name of the Issuer by the facsimile signatures of its Mayor and Clerk and a facsimile of its corporate seal to be printed hereon, all as of the Date of Original Issue.

CITY OF MUSKEGON  
County of Muskegon  
State of Michigan

By \_\_\_\_\_ [facsimile] \_\_\_\_\_

Its Mayor

(SEAL)

By \_\_\_\_\_ [facsimile] \_\_\_\_\_

Its Clerk

(Form of Transfer Agent's Certificate of Authentication)

DATE OF AUTHENTICATION:

CERTIFICATE OF AUTHENTICATION

This bond is one of the bonds described in the within-mentioned resolution.

National City Bank of Michigan/Illinois  
Troy, Michigan  
Transfer Agent

By \_\_\_\_\_

Authorized Signatory

[Bond printer to insert form of assignment]

7. Notice of Sale. The, City Finance Director and the City Clerk are each authorized upon receipt of notice of qualified status under Act 34 or receipt of said order, fix a date of sale for the Bonds; and publish notice of sale of the Bonds in ***The Bond Buyer***, New York, New York, which notice of sale shall be in substantially the following form:

OFFICIAL NOTICE OF SALE

\$1,575,000

CITY OF MUSKEGON

COUNTY OF MUSKEGON, STATE OF MICHIGAN

GENERAL OBLIGATION LIMITED TAX BONDS, SERIES 2003

SEALED OR FAXED BIDS: Bidders may submit bids for the purchase of the above bonds as follows:

SEALED BIDS will be received by the undersigned at the Offices of the City Clerk located at 933 Terrace Street, Muskegon, Michigan 49443-0536 on Tuesday, the \_\_\_\_ day of \_\_\_\_\_, 2003 until \_\_:00 p.m., Eastern Standard Time, at which time and place said bids will be publicly opened and read.

FAXED BIDS: Signed bids may be submitted by members of the Municipal Advisory Council of Michigan to the Municipal Advisory Council of Michigan at (313) 963-0943; or at the offices of the City at (231) 724-6768, attention: Tim Paul, provided that faxed bids must arrive before the time of sale and the bidder bears all risks of transmission failure and the GOOD FAITH DEPOSIT MUST BE MADE AND RECEIVED as described in the section contained "GOOD FAITH" below.

ELECTRONIC BIDS: Electronic bids will also be received on the same date and until the same time by Bidcomp/Parity as agent of the undersigned. Further information about Bidcomp/Parity, including any fee charged, may be obtained from Bidcomp/Parity, Anthony Leyden or CLIENT SERVICES, 40 West 23<sup>rd</sup> Street, New York, New York 10010, (212) 404-8102. NO ELECTRONIC BID WILL BE ACCEPTED UNLESS THE BIDDER HAS SUBMITTED A FINANCIAL SURETY BOND OR A CERTIFIED OR CASHIERS CHECK IN THE AMOUNT DESCRIBED IN THE SECTION CAPTIONED "GOOD FAITH" BELOW. IF ANY PROVISIONS OF THIS NOTICE OF SALE SHALL CONFLICT WITH INFORMATION PROVIDED BY BIDCOMP/PARITY, AS THE APPROVED PROVIDER OF ELECTRONIC BIDDING SERVICES, THIS NOTICE OF SALE SHALL CONTROL.

Bidders may choose any means or location to present bids but a bidder may not present a bid in more than one location or by more than one means.

BOND DETAILS: The bonds will be registered bonds of the denomination of \$5,000 or multiples thereof not exceeding for each maturity the maximum principal amount of that maturity, originally dated as of March 1, 2003, numbered in order of registration, and will bear interest from their date payable on June 1, 2003, and semiannually thereafter.

The bonds will mature on the 1st day of June in each of the years, as follows:

| <u>Year</u>         | <u>Amount</u> |
|---------------------|---------------|
| 2004, 2005 and 2006 | \$105,000     |
| 2007 and 2008       | 110,000       |
| 2009                | 115,000       |
| 2010 and 2011       | 120,000       |
| 2012                | 125,000       |
| 2013                | 130,000       |
| 2014                | 135,000       |
| 2015                | 145,000       |
| 2016                | 150,000       |

NO PRIOR REDEMPTION OF BONDS: Bonds of this issue shall not be subject to redemption prior to maturity.

TERM BONDS. Bids for the Bonds may be converted into one or more term bonds having mandatory sinking fund redemption's equal to the serial maturities maturing in the years 2004 through 2016. In the event there is an election to exercise the term bond option true interest costs to be determined shall be calculated by applying the interest rate of such term bonds to each mandatory sinking fund redemption for such term bonds. The winning bidder must exercise such election as part of its bid.

INTEREST RATE AND BIDDING DETAILS: The bonds shall bear interest at rate or rates not exceeding 6% per annum, to be fixed by the bids therefor, expressed in multiples of 1/8 or 1/20 of 1%, or both. The interest on any one bond shall be at one rate only and all bonds maturing in any one year must carry the same interest rate. No proposal for the purchase of less than all of the bonds or at a price less than 98% of their par value will be considered. The interest rate for each bond shall be equal to or greater than the preceding bond maturity.

BOOK-ENTRY ONLY: The bonds will be issued in book-entry only form as one fully registered bond per maturity and will be registered in the name of Cede & Co., as bondholder and nominee for The Depository Trust Company ("DTC"), New York, New York. DTC will act as securities depository for the bonds. Purchase of the bonds will be made in book-entry-only form, in the denomination of \$5,000 or any multiple thereof. Purchasers will not receive certificates representing their interest in bonds purchased.

TRANSFER AGENT AND REGISTRATION: Principal shall be payable at the principal corporate trust office of National City Bank of Michigan/Illinois, Troy, Michigan, or such other transfer agent as the City may hereafter designate by notice mailed to the registered owner of record not less than 60 days prior to an interest payment date. Interest shall be paid by check mailed to the registered owner of record as shown on the registration books of the City as of the 15th day prior to an interest payment date. The bonds will be transferred only upon the registration books of the City kept by the transfer agent.

PURPOSE AND SECURITY: The bonds are authorized for the purpose of paying all or part of the cost of certain capital improvements together with all related improvements in the City. The bonds will be a first budget obligation of the City, payable as a first budget obligation from the general funds of the City including the collection of ad valorem taxes on all taxable property in the City subject to applicable constitutional and statutory tax rate limitations. The rights or remedies of bondholders may be affected by bankruptcy insolvency, fraudulent conveyance or other laws affecting creditors' rights generally now existing or hereafter enacted and by the application of general principles of equity including those relating to equitable subordination.

GOOD FAITH: A certified or cashier's check drawn upon an incorporated bank or trust company or a Financial Surety Bond, in the amount of \$31,500, and payable to the order of the Treasurer of the City is required for each bid as a guaranty of good faith on the part of the bidder, to be forfeited as a portion of the City's damages if such bid be accepted and the bidder fails to take up and pay for the bonds. If a check is used, it must accompany each bid. If a Financial Surety Bond is used, it must be from an insurance company licensed to issue such a bond in the State of Michigan and such Bond must be submitted to the City's financial advisor at least one hour prior to the opening of the bids. The Financial Surety Bond must identify each bidder whose good faith deposit is guaranteed by such Financial Surety Bond. If the bonds are awarded to a bidder utilizing a Financial Surety Bond, then that purchaser (the "Purchaser") is required to submit its good faith deposit to the City in the form of a cashier's check (or wire transfer such amount as instructed by the City not later than Noon, Eastern Standard Time, on the next business day following the award. If such good faith deposit is not received by that time, the Financial Surety Bond may be drawn upon by the City to satisfy the good faith deposit requirement. The good faith deposit will be applied to the purchase price of the bonds. In the event the purchaser fails to honor its accepted bid, the good faith deposit will be retained by the City. No interest shall be allowed on the good faith check and checks of the unsuccessful bidders will be returned to each bidder's representative or by overnight delivery. The good faith check of the successful bidder will be cashed and payment for the balance of the purchase price of the bonds shall be made at the closing.

AWARD OF BONDS: The bonds will be awarded to the bidder whose bid produces the lowest true interest cost determined in the following manner: the lowest true interest cost will be the single interest rate (compounded on June 1, 2003 and semi annually thereafter) necessary to discount the debt service payments from their respective payment dates to \_\_\_\_\_ 1, 2003, in an amount equal to the bid price, excluding accrued interest.

TAX MATTERS: In the opinion of bond counsel, assuming compliance with certain covenants, interest on the bonds is excluded from gross income for federal income tax purposes as described in the opinion, and the bonds and interest thereon are exempt from all taxation in the State of Michigan except inheritance and estate taxes and taxes on gains realized from the sale, payment or other disposition thereof. The successful bidder will be required to furnish, prior to the delivery of the bonds, a certificate in a form acceptable to bond counsel as to the "issue price" of the bonds within the meaning of Section 1273 of the Internal Revenue Code of 1986.

"NOT QUALIFIED TAX EXEMPT OBLIGATIONS": The City has not designated the bonds as "qualified tax exempt obligations" for purposes of deduction of interest by financial institutions.

LEGAL OPINION: Bids shall be conditioned upon the approving opinion of Miller, Canfield, Paddock and Stone, P.L.C., attorneys of Detroit, Michigan, a copy of which opinion will be furnished without expense to the purchaser of the bonds at the delivery thereof. The fees of Miller, Canfield, Paddock and Stone, P.L.C. for services rendered in connection with such approving opinion are expected to be paid from bond proceeds. Except to the extent necessary to issue its approving opinion as to validity of the above bonds, Miller, Canfield, Paddock and Stone, P.L.C. has not been requested to examine or review and has not examined or reviewed any financial documents, statements or materials that have been or may be furnished in connection with the authorization, issuance or marketing of the bonds, and accordingly will not express any opinion with respect to the accuracy or completeness of any such financial documents, statements or materials.

DELIVERY OF BONDS: The City will furnish bonds ready for execution at its expense. Bonds will be delivered without expense to the purchaser at Detroit, Michigan, or such other place to be agreed upon. The usual closing documents, including a certificate that no litigation is pending affecting the issuance of the bonds, will be delivered at the time of delivery of the bonds. If the bonds are not tendered for delivery by twelve o'clock noon, Eastern Time, on the 45th day following the date of sale, or the first business day thereafter if said 45th day is not a business day, the successful bidder may on that day, or any time thereafter until delivery of the bonds, withdraw his proposal by serving notice of cancellation, in writing, on the undersigned in which event the City shall promptly return the good faith deposit. Payment for the bonds shall be made in Federal Reserve Funds. Accrued interest to the date of delivery of the bonds shall be paid by the purchaser at the time of delivery.

CUSIP NUMBERS: It is anticipated that CUSIP identification numbers will be printed on the bonds, but neither the failure to print such numbers on any bonds nor any error with respect thereto shall constitute cause for a failure or refusal by the purchaser thereof to accept delivery of and pay for the bonds in accordance with terms of the purchase contract. All expenses in relation to the printing of CUSIP numbers on the bonds shall be paid for by the Issuer; provided, however, that the CUSIP Service Bureau charge for the assignment of such numbers shall be the responsibility of and shall be paid for by the purchaser.

OFFICIAL STATEMENT: A copy of the Official Statement relation to the Bonds may be obtained by contacting Robert W. Baird & Co., at 1001 Bay Street, Traverse City, Michigan 49684, telephone number: 231-933-8447, fax number: 2310-933-8448. The Official Statement is in a form deemed final by the Issuer for purposes of paragraph (b)(1) of SEC Rule 15c2-12 (the "Rule"), but is subject to revision, amendment and completion in a final Official Statement.

After the award of the bonds, the Issuer will provide on a timely basis 100 copies of the final Official Statement, as that term is defined in paragraph (e)(3) of the rule, at the expense of the Issuer (and such additional copies of the final Official Statement as reasonably requested by,

and at the expense of, the successful bidder or bidders) to enable the successful bidder or bidders to comply with paragraph (b)(4) of the Rule and the rules of the Municipal Securities Rulemaking Board. Requests for such additional copies of the final Official Statement shall be made to Bendzinski & Co., at the above address within 24 hours of the award of the bonds.

CONTINUING DISCLOSURE: As described in greater detail in the Official Statement, the Issuer will agree in the resolution to provide or cause to be provided, in accordance with the requirements of Rule 15c2-12 (the "Rule") promulgated by the Securities and exchange Commission, (i) on or prior to the 1st day of the sixth month following the end of the fiscal year of the City, commencing with the fiscal year ending June 30, 2003, certain annual financial information and operating data, including audited financial statements for the preceding fiscal year, (or if audited financial statements are not available, unaudited financial statements) generally consistent with the information contained or cross-referenced in the Official Statement relating to the Bonds, (ii) timely notice of the occurrence of certain material events with respect to the Bonds and (iii) timely notice of a failure by the City to provide the required annual financial information on or before the date specified in (i) above.

FINANCIAL CONSULTANT: Further information relating to the bonds may be obtained from Robert W. Baird & Co. at the address and telephone numbers listed above.

THE RIGHT IS RESERVED TO REJECT ANY OR ALL BIDS.

ENVELOPES containing the bids should be plainly marked "Proposal for General Obligation Limited Tax Bonds, Series 2003."

Gail Kunding \_\_\_\_\_  
City Clerk  
City of Muskegon

8. Useful Life of Project. The estimated period of usefulness of the Project is hereby declared to be not less than twenty (20) years.

9. Tax Covenant. The Issuer shall, to the extent permitted by law, take all actions within its control necessary to maintain the exclusion of the interest on the Bonds from gross income for federal income tax purposes under the Internal Revenue Code of 1986, as amended (the "Code"), including, but not limited to, actions relating to any required rebate of arbitrage earnings and the expenditures and investment of Bond proceeds and moneys deemed to be Bond proceeds.

10. Authorization of Other Actions. The City Manager, the City Clerk and the Finance Director each is authorized to take all other actions necessary or advisable, and to make such other filings with the Michigan Department of Treasury or with other parties, to enable the sale and delivery of the Bonds as contemplated herein.

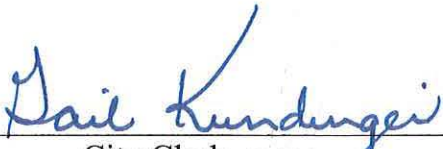
11. Continuing Disclosure. The City hereby covenants to comply with Securities and Exchange Commission Rule 15c2-12 (the "Rule") and appoints the City Finance Director as its "Disclosure Representative" in accordance with the Rule. The City Finance Director be and is hereby directed to undertake disclosure in accordance with the Rule.

12. Rescission. All resolutions and parts of resolutions insofar as they conflict with the provisions of this resolution be and the same hereby are rescinded.

AYES: Members Schweifler, Shepherd, Spataro, Warmington, Gawron, Larson

NAYS: Members None

RESOLUTION DECLARED ADOPTED.

  
City Clerk Gail Kunderger

I hereby certify that the foregoing is a true and complete copy of a resolution adopted by the City Commission of the City of Muskegon, County of Muskegon, State of Michigan, at a regular meeting held on January 28, 2003, and that said meeting was conducted and public notice of said meeting was given pursuant to and in full compliance with the Open Meetings Act, being Act 267, Public Acts of Michigan, 1976, and that the minutes of said meeting were kept and will be or have been made available as required by said Act.

  
City Clerk      Gail Kunderger

DELIB:2382979.1\063684-00032

2003-09 a)

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

**Date: January 21, 2003**  
**To: Honorable Mayor & City Commission**  
**From: Community and Neighborhood Services**  
**Department**  
**RE: The conducting of a Public hearing in regards to**  
**the 2003-2004 Community Development Block**  
**Grant and HOME fiscal year.**

---

SUMMARY OF REQUEST: To conduct a Public Hearing to solicit comments from the public in regards to the anticipated 2003-2004 City of Muskegon's Community Development Block Grant funding estimated at \$1,326,000 and HOME funds estimated at \$327,000.

After the Commission has gathered comments from the public, the Commission is asked to accept the proposal packets supplied and direct the CNS staff to continue with the consolidated planning process.

FINANCIAL IMPACT: None at this time.

BUDGET ACTION REQUIRED: None at this time.

STAFF RECOMMENDATION: To accept comments and direct staff to continue the consolidated planning process.

COMMITTEE RECOMMENDATION: None needed.

2003-09 b)

TO: Honorable Mayor and City Commissioners  
FROM: Engineering  
DATE: January 28, 2003  
RE: Public Hearing  
Spreading of the Special Assessment Roll  
Houston, First to Third

---

SUMMARY OF REQUEST:

To hold a public hearing on the spreading of the special assessment for **Houston, First to Third**, and to adopt the attached resolution confirming the special assessment roll.

FINANCIAL IMPACT:

A total of \$13,939.06 would be spread against the fifteen-(15) parcels abutting the project.

BUDGET ACTION REQUIRED:

None at this time.

STAFF RECOMMENDATION:

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

COMMITTEE RECOMMENDATION:

**CITY OF MUSKEGON**

**Resolution No. 2003-09 (b)**

**Resolution Confirming Special Assessment Roll**

**For Houston Ave. First to Third**

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 26, 2002**, at the first hearing.
2. The City has reviewed the special assessment roll which purports to levy a special assessment in the said district, levying on each property a portion of the cost which has been determined to be appropriate, considering the improvements, the benefit to the assessed properties, and the policies of the City.
3. The City Commission has received final bids for the construction and/or installation of the improvements and determines it to be fair and reasonable.
4. The City Commission has heard all objections to the roll filed before or at the hearing.

**THEREFORE, BE IT RESOLVED:**

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

RESOLUTION CONFIRMING SPECIAL ASSESSMENT ROLL

FOR **Houston Ave. First to Third**

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: Spataro, Warrington, Gawron, Larson, Schweifler, Shepherd

Nays: None

Absent: Buie

City of Muskegon

By

Tail Q. Kunderger

CERTIFICATE

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

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

City of Muskegon

By

Tail Q. Kunderger

**HOUSTON AVE. FIRST TO THIRD**  
**MAYOR'S ENDORSEMENT AND WARRANT**

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

CITY OF MUSKEGON

BY

STEPHEN J. WARMINGTON

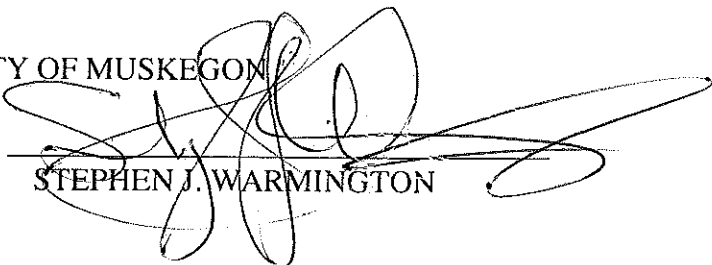
A large, stylized handwritten signature in black ink is written over the printed name and extends upwards into the space between the printed name and the city name.

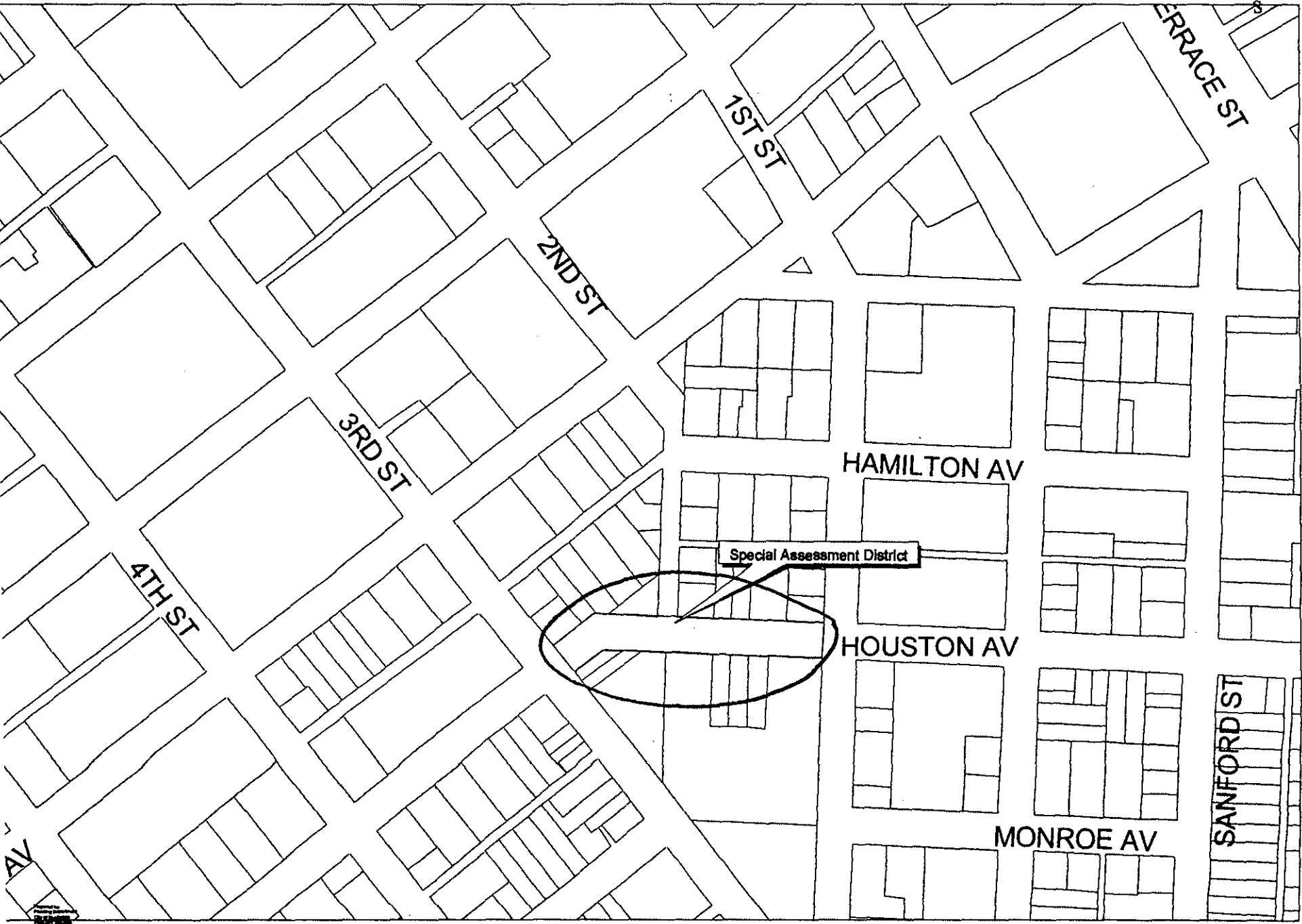
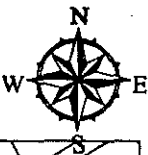
EXHIBIT A

**HOUSTON AVE. FROM FIRST TO THIRD**

**SPECIAL ASSESSMENT DISTRICT**

**All properties abutting that section of Houston Ave. from First to Third**

SPECIAL ASSESSMENT DISTRICT  
CITY OF MUSKEGON, MI



**AFFIDAVIT OF MAILING**

STATE OF MICHIGAN     )  
                                      ) SS  
COUNTY OF MUSKEGON )

**TO CONFIRM THE SPECIAL ASSESSMENT DISTRICT FOR :**

**H-1542 Houston, First to Third**

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 18<sup>TH</sup> OF JANUARY, 2003

Gail A. Kunderger  
GAIL A. KUNDINGER, CITY CLERK

SUBSCRIBED AND SWORN TO BEFORE ME THIS

31st DAY OF January, 2003.

Linda S. Potter

NOTARY PUBLIC, MUSKEGON COUNTY, MICHIGAN

MY COMMISSION EXPIRES 9-25-06

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

**SPECIAL ASSESSMENT DISTRICTS:  
HOUSTON, FIRST TO THIRD  
DIVISION, SOUTHERN TO WESTERN  
AND  
WASHINGTON, FRANKLIN TO DIVISION**

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

- All parcels abutting Division St. from N of Southern Ave. to S of Western Ave.
  - All parcels abutting Houston Ave.-from First St. to Third St.
- All parcels abutting Washington Ave. from Franklin St. to Division St.

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

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

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

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

---

Gail A. Kundinger, City Clerk

Publish: **January 18, 2003**

**ADA POLICY**

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

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

January 17,2003

OWNERS NAME  
OWNERS ADDRESS  
MUSKEGON, MI 49441

9

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

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

Dear Property Owner:

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

Houston, First to Third

**Public Hearings**

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

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

**Costs**

The final projected cost of the street improvement portion of the project is \$112,000 of which \$13,939.06 will be paid by special assessment. If the special assessment is confirmed, your property will be assessed \$XXX.XX based on 33 feet assessable front footage at \$18.00 per assessable foot for the street improvements. In addition, you will be assessed \$X.XX for driveway approach and/or sidewalk improvements made to your property for a total special assessment cost of \$XXX.XX. Following are the terms of the special assessment:

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

**Interest Rate: 5% per year**

**First Installment: \$XX.XX PER YEAR**

**Due Date: March 28th, 2003**

CDBG Approved You Owe \$0.00

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

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

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

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

Sincerely,

Mohammed Al-Shatel, P.E.  
City Engineer

Enclosures

**CITY OF MUSKEGON – H 1540  
WASHINGTON, DIVISION TO FRANKLIN  
STREET ASSESSMENT PROGRAM  
CDBG APPLICATION FOR WAIVER OF SPECIAL ASSESSMENT**

**HOUSEHOLD INFORMATION**

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

(Please refer to your assessment letter for this information)

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

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

**INCOME INFORMATION**

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

\_\_\_\_\_ **Wage earner:** \_\_\_\_\_

\_\_\_\_\_ **Wage earner:** \_\_\_\_\_

\_\_\_\_\_ **Wage earner:** \_\_\_\_\_

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

**PROPERTY INFORMATION**

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

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

**Property Taxes:** ( ) Current ( ) Delinquent Year(s) Due \_\_\_\_\_  
 (Property taxes must be current to qualify and will be verified by CDBG staff)

**OWNER'S SIGNATURE**

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

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

**FOR OFFICE USE ONLY**

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

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

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

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

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

# 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  
NOTICE OF PUBLIC HEARINGS  
CONFIRMATION OF SPECIAL ASSESSMENT ROLLS**

**SPECIAL ASSESSMENT DISTRICTS:  
HOUSTON, FIRST TO THIRD  
DIVISION, SOUTHERN TO WESTERN  
AND  
WASHINGTON, FRANKLIN TO DIVISION**

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

- All parcels abutting Division St. from N of Southern Ave. to S of Western Ave.
- All parcels abutting Houston Ave.-from First St. to Third St.
- All parcels abutting Washington Ave. from Franklin St. to Division St.

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

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

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

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

---

Gail A. Kundering, City Clerk

Publish: **January 18, 2003**

**ADA POLICY**

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

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

CITY OF MUSKEGON

Resolution No. 2002-25(d)

FEB 28 2002

Resolution At First Hearing Creating Special Assessment District  
For **Houston Ave. First to Third**  
Location and Description of Properties to be Assessed:  
See Exhibit A attached to this resolution

RECITALS:

1. A hearing has been held on **February 26, 2002** at 5:30 o'clock p.m. at the City Commission Chambers. Notice was given by mail and publication as required by law.
2. That estimates of costs of the project, a feasibility report and valuation and benefit information are on file with the City and have been reviewed for this hearing.
3. At the hearing held **February 26, 2002**, there were 13.54 % 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 Schweifler and Larson  
and the City Assessor who are hereby directed to prepare an assessment roll.  
Assessments shall be made upon front foot basis.

4. Based on the City's Special Assessment policy and preliminary estimates it is expected that approximately 8.77% 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 Larson, Schweifler, Shepherd, Spataro, Warmington, Buie, Gawron

Nays None

CITY OF MUSKEGON

By Gail A. Kunderger  
Gail A. Kunderger, Clerk

ACKNOWLEDGMENT

This resolution was adopted at a meeting of the City Commission, held on **February 26, 2002**.  
The meeting was properly held and noticed pursuant to the Open Meetings Act of the State of Michigan, Act 267 of the Public Acts of 1976.

CITY OF MUSKEGON

By Gail A. Kunderger  
Gail A. Kunderger, Clerk

**AFFIDAVIT OF MAILING**

STATE OF MICHIGAN     )  
                                  ) SS  
COUNTY OF MUSKEGON)

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

**Houston, First to Third**

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, 2002.

Gail A. Kunderger  
GAIL A. KUNDINGER, CITY CLERK

SUBSCRIBED AND SWORN TO BEFORE ME THIS  
28 DAY OF February, 2002.

Jo Ann M Krukowski  
NOTARY PUBLIC, MUSKEGON COUNTY, MICHIGAN  
Jo Ann M Krukowski  
MY COMMISSION EXPIRES 5-13-05

*Check*

H-1542

HEARING DATE JANUARY 28th, 2003

Houston, First to Third

## SPECIAL ASSESSMENT ROLL

| PARCEL             | @               | OWNER                 | MAILING ADDRESS    |            |    |         | PAVING     | DR APP<br>/ SW | TOTAL             |
|--------------------|-----------------|-----------------------|--------------------|------------|----|---------|------------|----------------|-------------------|
| 24-205-352-0008-00 | 1095 1ST ST     | VANDERZANDEN LIND     | 1095 1ST ST        | MUSKEGON   | MI | 49440   | \$594.00   | \$0.00         | <b>\$594.00</b>   |
| 24-205-351-0007-10 | 1100 3RD ST     | LIMELIGHT RUSH LLC    | 2232 LAWNEL AVE    | MUSKEGON   | MI | 49441-3 | \$1,188.00 | \$0.00         | <b>\$1,188.00</b> |
| 24-205-366-0001-00 | 1116 3RD ST     | FEIL ELLEN L          | 2474 HENRY ST      | MUSKEGON   | MI | 49441   | \$958.50   | \$0.00         | <b>\$958.50</b>   |
| 24-205-366-0002-00 | 1122 3RD ST     | 2002 C/W 24-205-365-0 | 2474 HENRY ST      | MUSKEGON   | MI | 49441   | \$211.50   | \$0.00         | <b>\$211.50</b>   |
| 24-205-366-0003-00 | 1128 3RD ST     | 2002 C/W 24-205-365-0 | 2474 HENRY ST      | MUSKEGON   | MI | 49441   | \$1,026.00 | \$0.00         | <b>\$1,026.00</b> |
| 24-205-365-0001-00 | 1144 3RD ST     | BETTEN CHEVROLET I    | 2474 HENRY ST      | MUSKEGON   | MI | 49441   | \$3,285.00 | \$0.00         | <b>\$3,285.00</b> |
| 24-205-352-0007-00 | 184 HOUSTON AVE | NOORDHOFF ROBERT      | 195 W APPLE AVE AP | MUSKEGON   | MI | 49440   | \$1,188.00 | \$781.06       | <b>\$1,969.06</b> |
| 24-205-365-0002-00 | 189 HOUSTON AVE | HOLDREN MAJEL         | 189 HOUSTON AVE    | MUSKEGON   | MI | 49441   | \$594.00   | \$0.00         | <b>\$594.00</b>   |
| 24-205-365-0003-10 | 193 HOUSTON AVE | RUFF OLIVE E          | 193 HOUSTON AVE    | MUSKEGON   | MI | 49441   | \$594.00   | \$0.00         | <b>\$594.00</b>   |
| 24-205-352-0006-10 | 194 HOUSTON AVE | FRUCCI JOSEPH/CYN     | 2054 LATART AVE    | MUSKEGON   | MI | 49441   | \$594.00   | \$0.00         | <b>\$594.00</b>   |
| 24-205-365-0003-00 | 199 HOUSTON AVE | RUFF OLIVE E          | 193 HOUSTON AVE    | MUSKEGON   | MI | 49441   | \$594.00   | \$0.00         | <b>\$594.00</b>   |
| 24-205-352-0006-00 | 200 HOUSTON AVE | GOKEY GEORGE A/CY     | 200 HOUSTON AVE    | MUSKEGON   | MI | 49440   | \$594.00   | \$0.00         | <b>\$594.00</b>   |
| 24-205-352-0005-10 | 208 HOUSTON AVE | HILT LEONA TRUSTEE    | 241 W MUSKEGON     | MUSKEGON   | MI | 49440   | \$594.00   | \$0.00         | <b>\$594.00</b>   |
| 24-205-000-0003-00 | 221 HOUSTON AVE | CITY OF MUSKEGON      | 933 TERRACE ST     | MUSKEGON   | MI | 49443   | \$549.00   | \$0.00         | <b>\$549.00</b>   |
| 24-205-351-0007-20 | 238 HOUSTON AVE | NELSON OSCAR C JR     | 1310 MOULTON AVE   | N MUSKEGON | MI | 49445   | \$594.00   | \$0.00         | <b>\$594.00</b>   |

H-1542

HEARING DATE JANUARY 28th, 2003

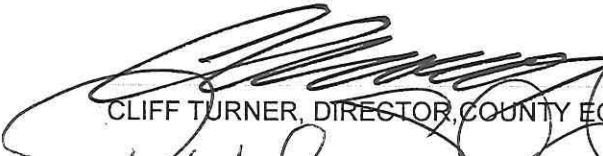
Houston, First to Third

## SPECIAL ASSESSMENT ROLL

| PARCEL       | @ | OWNER | MAILING ADDRESS | PAVING      | DR APP<br>/ SW | TOTAL              |
|--------------|---|-------|-----------------|-------------|----------------|--------------------|
| TOTALS ..... |   |       |                 | \$13,158.00 | \$781.06       | <u>\$13,939.06</u> |

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

## BOARD OF ASSESSORS

|                                                                                    |                   |
|------------------------------------------------------------------------------------|-------------------|
|  | 01/29/03          |
| CLIFF TURNER, DIRECTOR, COUNTY EQUALIZATION                                        | DATE              |
|  | 2/4/03            |
| ROB SCHWEIFLER                                                                     | CITY COMMISSIONER |
|                                                                                    | DATE              |
|   | 1-30-03           |
| BILL LARSON                                                                        | CITY COMMISSIONER |
|                                                                                    | DATE              |

2003-09 (c)

TO: Honorable Mayor and City Commissioners  
FROM: Engineering  
DATE: January 28, 2003  
RE: Public Hearing  
Spreading of the Special Assessment Roll  
Washington Ave., Division to Franklin

---

SUMMARY OF REQUEST:

To hold a public hearing on the spreading of the special assessment for **Washington Ave., Division to Franklin**, and to adopt the attached resolution confirming the special assessment roll.

FINANCIAL IMPACT:

A total of \$67,521.52 would be spread against the twenty nine-(29) parcels abutting the project.

BUDGET ACTION REQUIRED:

None at this time.

STAFF RECOMMENDATION:

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

COMMITTEE RECOMMENDATION:

**CITY OF MUSKEGON**

**Resolution No. 2003-09 (c)**

**Resolution Confirming Special Assessment Roll**

**For Washington Ave., Division to Franklin**

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 26, 2002**, at the first hearing.
2. The City has reviewed the special assessment roll which purports to levy a special assessment in the said district, levying on each property a portion of the cost which has been determined to be appropriate, considering the improvements, the benefit to the assessed properties, and the policies of the City.
3. The City Commission has received final bids for the construction and/or installation of the improvements and determines it to be fair and reasonable.
4. The City Commission has heard all objections to the roll filed before or at the hearing.

**THEREFORE, BE IT RESOLVED:**

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

RESOLUTION CONFIRMING SPECIAL ASSESSMENT ROLL

FOR Washington Ave., Division to Franklin

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: Warrington, Gawron, Larson, Schweifler, Shepherd, Spataro

Nays: None

Absent: Buie

City of Muskegon

By Dale Q. Kundergei

CERTIFICATE

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

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

City of Muskegon

By Dale Q. Kundergei

**WASHINGTON AVE., DIVISION TO FRANKLIN**

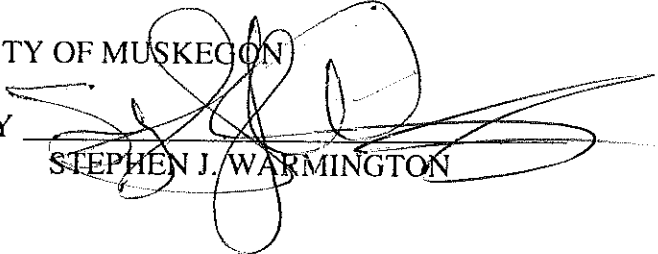
**MAYOR'S ENDORSEMENT AND WARRANT**

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

CITY OF MUSKEGON

BY

STEPHEN J. WARMINGTON

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

**CITY OF MUSKEGON**

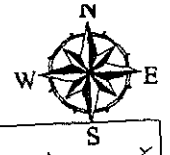
EXHIBIT A

**WASHINGTON FROM DIVISION TO FRANKLIN**

**SPECIAL ASSESSMENT DISTRICT**

**All properties abutting that section of Washington from Division to Franklin**

SPECIAL ASSESSMENT DISTRICT  
CITY OF MUSKEGON, MI



**AFFIDAVIT OF MAILING**

STATE OF MICHIGAN     )  
                                      ) SS  
COUNTY OF MUSKEGON )

**TO CONFIRM THE SPECIAL ASSESSMENT DISTRICT FOR :**

**H-1538, WASHINGTON, DIVISION to FRANKLIN**

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 18TH OF JANUARY, 2003

Gail A. Kunding  
GAIL A. KUNDINGER, CITY CLERK

SUBSCRIBED AND SWORN TO BEFORE ME THIS

31st DAY OF January, 2003.

Linda S. Potter

NOTARY PUBLIC, MUSKEGON COUNTY, MICHIGAN

MY COMMISSION EXPIRES 9-25-06

January 17th, 2003

OWNERS NAME  
OWNERS ADDRESS  
MUSKEGON, MI 49441

29

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

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

Dear Property Owner:

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

Washington, Division to Franklin.

**Public Hearings**

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

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

**Costs**

The final projected cost of the street improvement portion of the project is \$260,000.00 of which \$67,521.52 will be paid by special assessment. If the special assessment is confirmed, your property will be assessed \$X,XXX.XX based on 49.5 feet assessable front footage at \$36.35 per assessable foot for the street improvements. In addition, you will be assessed \$X.XX for driveway approach and/or sidewalk improvements made to your property for a total special assessment cost of \$X,XXX.XX. Following are the terms of the special assessment:

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

**Interest Rate: 5% per year**

**First Installment: \$XXX.XX PER YEAR**

**Due Date: March 28th, 2003**

CDBG Approved You Owe \$0.00

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

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

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

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

Sincerely,

Mohammed Al-Shatel, P.E.  
City Engineer

Enclosures

**CITY OF MUSKEGON - H 1540**  
**WASHINGTON, DIVISION TO FRANKLIN**  
**STREET ASSESSMENT PROGRAM**  
**CDBG APPLICATION FOR WAIVER OF SPECIAL ASSESSMENT**

**HOUSEHOLD INFORMATION**

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

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

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

**INCOME INFORMATION**

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

**PROPERTY INFORMATION**

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

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

**Property Taxes:** ( ) Current ( ) Delinquent Year(s) Due \_\_\_\_\_  
(Property taxes must be current to qualify and will be verified by CDBG staff)

**OWNER'S SIGNATURE**

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

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

**FOR OFFICE USE ONLY**

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

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

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

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

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

# 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  
NOTICE OF PUBLIC HEARINGS  
CONFIRMATION OF SPECIAL ASSESSMENT ROLLS**

**SPECIAL ASSESSMENT DISTRICTS:  
HOUSTON, FIRST TO THIRD  
DIVISION, SOUTHERN TO WESTERN  
AND  
WASHINGTON, FRANKLIN TO DIVISION**

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

- All parcels abutting Division St. from N of Southern Ave. to S of Western Ave.
- All parcels abutting Houston Ave.-from First St. to Third St.
- All parcels abutting Washington Ave. from Franklin St. to Division St.

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

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

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

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

Gail A. Kunding, City Clerk

Publish: **January 18, 2003**

**ADA POLICY**

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

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

CITY OF MUSKEGON

Resolution No. 2002-25(c)

MAR 08 2002

Resolution At First Hearing Creating Special Assessment District  
For **Washington Ave., Division to Franklin**  
Location and Description of Properties to be Assessed:  
See Exhibit A attached to this resolution

RECITALS:

1. A hearing has been held on **February 26, 2002** at 5:30 o'clock p.m. at the City Commission Chambers. Notice was given by mail and publication as required by law.
2. That estimates of costs of the project, a feasibility report and valuation and benefit information are on file with the City and have been reviewed for this hearing.
3. At the hearing held **February 26, 2002**, there were 12.61 % 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 Gawron and Spataro  
and the City Assessor who are hereby directed to prepare an assessment roll.  
Assessments shall be made upon front foot basis.

4. Based on the City's Special Assessment policy and preliminary estimates it is expected that approximately **19.10%** 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, Larson, Schweifler, Shepherd, Spataro, Warmington, Buie

Nays None

CITY OF MUSKEGON

By Gail A. Kunding  
Gail A. Kunding, Clerk

ACKNOWLEDGMENT

This resolution was adopted at a meeting of the City Commission, held on **February 26, 2002**.  
The meeting was properly held and noticed pursuant to the Open Meetings Act of the State of Michigan, Act 267 of the Public Acts of 1976.

CITY OF MUSKEGON

By Gail A. Kunding  
Gail A. Kunding, Clerk

**AFFIDAVIT OF MAILING**

STATE OF MICHIGAN     )  
                                      ) SS  
COUNTY OF MUSKEGON)

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

**H-1538 WASHINGTON, DIVISION TO FRANKLIN**

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 11TH DAY OF JANUARY, 2002.

Gail A. Kunderger  
GAIL A. KUNDINGER, CITY CLERK

SUBSCRIBED AND SWORN TO BEFORE ME THIS  
28 DAY OF February, 2002.

JoAnn M. Krukowski  
NOTARY PUBLIC, MUSKEGON COUNTY, MICHIGAN  
JoAnn M. Krukowski  
MY COMMISSION EXPIRES 5-13-05

*check*

Washington, Division to Franklin.

**SPECIAL ASSESSMENT ROLL**

| PARCEL             | @      | OWNER       | MAILING ADDRESS       |                   |               |          | DR APP  |          | TOTAL                  |
|--------------------|--------|-------------|-----------------------|-------------------|---------------|----------|---------|----------|------------------------|
|                    |        |             |                       |                   |               |          | PAVING  | / SW     |                        |
| 24-205-478-0001-00 | 889.0  | WASHINGTON  | WHITE STEPHEN/MAS     | 2924 SANFORD ST   | MUSKEGON HEMI | 49444    | \$36.35 | \$0.00   | <del>\$2,326.40</del>  |
| 24-205-479-0001-00 | 969.0  | WASHINGTON  | PUTHOFF C RICHARD     | 1400 LAKESHORE CT | MUSKEGON      | MI 49441 | \$36.35 | \$0.00   | <del>\$2,689.90</del>  |
| 24-205-479-0001-10 | 971.0  | WASHINGTON  | DIAZ MARIA            | 970 WASHINGTON AV | MUSKEGON      | MI 49441 | \$36.35 | \$0.00   | <del>\$872.40</del>    |
| 24-205-479-0001-20 | 975.0  | WASHINGTON  | SNYDER PAUL           | 975 WASHINGTON AV | MUSKEGON      | MI 49441 | \$36.35 | \$0.00   | <del>\$1,090.50</del>  |
| 24-205-479-0004-00 | 999.0  | WASHINGTON  | CASTANON JOSE A       | 894 W GRAND AVE   | MUSKEGON      | MI 49441 | \$36.35 | \$0.00   | <del>\$1,217.73</del>  |
| 24-205-467-0001-00 | 1321.0 | DIVISION ST | P & G HOLDINGS LLC    | 4203 13TH AVE     | BROOKLYN      | NY 11219 | \$36.35 | \$0.00   | <del>\$17,448.00</del> |
| 24-205-473-0009-00 | 1032.0 | WASHINGTON  | SCOTT FARRAH          | 1330 5TH ST       | MUSKEGON      | MI 49441 | \$36.35 | \$0.00   | <del>\$1,799.33</del>  |
| 24-205-473-0010-00 | 1022.0 | WASHINGTON  | 2002 C/W 24-205-473-0 | 1330 5TH ST       | MUSKEGON      | MI 49441 | \$36.35 | \$0.00   | <del>\$899.66</del>    |
| 24-205-473-0010-10 | 1018.0 | WASHINGTON  | CUMINGS DARWIN JR/    | 1012 WASHINGTON A | MUSKEGON      | MI 49442 | \$36.35 | \$0.00   | <del>\$899.66</del>    |
| 24-205-473-0011-00 | 1012.0 | WASHINGTON  | CUMINGS DARWIN L/R    | 1012 WASHINGTON A | MUSKEGON      | MI 49441 | \$36.35 | \$0.00   | <del>\$1,799.33</del>  |
| 24-205-473-0012-00 | 1006.0 | WASHINGTON  | LUNA SALVADOR/BRIS    | 1006 WASHINGTON A | MUSKEGON      | MI 49441 | \$36.35 | \$0.00   | <del>\$2,942.53</del>  |
| 24-205-473-0014-00 | 992.0  | WASHINGTON  | AGUIRRE MONICA        | 992 WASHINGTON AV | MUSKEGON      | MI 49441 | \$36.35 | \$0.00   | <del>\$2,326.40</del>  |
| 24-205-473-0015-00 | 984.0  | WASHINGTON  | MLA INC               | 30521 SCHOENHERR  | WARREN        | MI 48093 | \$36.35 | \$530.29 | <del>\$2,856.69</del>  |
| 24-205-473-0016-00 | 974.0  | WASHINGTON  | RUEL JANE F           | 1825 ELWOOD       | MUSKEGON      | MI 49442 | \$36.35 | \$0.00   | <del>\$1,163.20</del>  |
| 24-205-473-0016-10 | 970.0  | WASHINGTON  | PEETS GARY A/DARLE    | 1436 CLARK ST     | MUSKEGON      | MI 49442 | \$36.35 | \$0.00   | <del>\$1,163.20</del>  |
| 24-205-473-0017-00 | 966.0  | WASHINGTON  | ARCHER MICHAEL W      | 966 WASHINGTON AV | MUSKEGON      | MI 49441 | \$36.35 | \$0.00   | <del>\$2,326.40</del>  |

Washington, Division to Franklin.  
**SPECIAL ASSESSMENT ROLL**

| PARCEL             | @                  | OWNER              | MAILING ADDRESS    |          |    |       | PAVING  | DR APP<br>/ SW | TOTAL             |
|--------------------|--------------------|--------------------|--------------------|----------|----|-------|---------|----------------|-------------------|
| 24-205-478-0003-00 | 901.0 WASHINGTON   | NOORDHOFF ROBERT   | 195 W APPLE AVE AP | MUSKEGON | MI | 49440 | \$36.35 | \$0.00         | <b>\$2,017.43</b> |
| 24-205-478-0004-00 | 909.0 WASHINGTON   | CITY OF MUSKEGON   | P O BOX 536        | MUSKEGON | MI | 49443 | \$36.35 | \$0.00         | <b>\$2,017.43</b> |
| 24-205-478-0005-00 | 915.0 WASHINGTON   | THERRIAN DAMIEN/AN | 915 WASHINGTON AV  | MUSKEGON | MI | 49441 | \$36.35 | \$0.00         | <b>\$2,017.43</b> |
| 24-205-478-0006-00 | 921.0 WASHINGTON   | ARMSTRONG RETHA J  | 921 WASHINGTON AV  | MUSKEGON | MI | 49441 | \$36.35 | \$0.00         | <b>\$2,017.43</b> |
| 24-205-478-0007-00 | 933.0 WASHINGTON   | TRICE GLADYS M     | 933 WASHINGTON AV  | MUSKEGON | MI | 49441 | \$36.35 | \$0.00         | <b>\$1,199.55</b> |
| 24-205-478-0007-10 | 935.0 WASHINGTON   | WESLEY JOANN       | 935 WASHINGTON AV  | MUSKEGON | MI | 49441 | \$36.35 | \$0.00         | <b>\$1,199.55</b> |
| 24-205-478-0008-00 | 943.0 WASHINGTON   | MEIER BARRY M      | 139 MONROE AVE     | MUSKEGON | MI | 49440 | \$36.35 | \$0.00         | <b>\$1,163.20</b> |
| 24-205-479-0002-00 | 985.0 WASHINGTON   | SPOFFORD CURTIES J | 985 WASHINGTON AV  | MUSKEGON | MI | 49441 | \$36.35 | \$0.00         | <b>\$2,326.40</b> |
| 24-205-479-0003-00 | 991.0 WASHINGTON   | VASQUEZ MANUEL S/  | 991 WASHINGTON AV  | MUSKEGON | MI | 49441 | \$36.35 | \$0.00         | <b>\$2,326.40</b> |
| 24-205-479-0005-00 | 1005.0 WASHINGTON  | HERNANDEZ JOSE S   | 1005 WASHINGTON A  | MUSKEGON | MI | 49441 | \$36.35 | \$0.00         | <b>\$2,017.43</b> |
| 24-205-479-0006-00 | 1013.0 WASHINGTON  | CITY OF MUSKEGON   | P O BOX 536        | MUSKEGON | MI | 49443 | \$36.35 | \$0.00         | <b>\$1,799.33</b> |
| 24-205-479-0007-00 | 1021.0 WASHINGTON  | LEROUX EUGENE      | 3558 MOHAWK DR     | MUSKEGON | MI | 49441 | \$36.35 | \$0.00         | <b>\$1,799.33</b> |
| 24-205-479-0008-00 | 1440.0 FRANKLIN ST | JONES TERESA R     | 1440 FRANKLIN ST   | MUSKEGON | MI | 49441 | \$36.35 | \$0.00         | <b>\$1,799.33</b> |

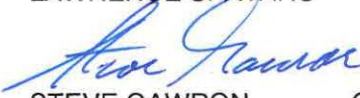
Washington, Division to Franklin.

**SPECIAL ASSESSMENT ROLL**

| PARCEL | @ | OWNER | MAILING ADDRESS | PAVING      | DR APP<br>/ SW | TOTAL              |
|--------|---|-------|-----------------|-------------|----------------|--------------------|
| TOTALS |   |       |                 | \$66,991.23 | \$530.29       | <u>\$67,521.52</u> |

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

## BOARD OF ASSESSORS

|                                                                                    |                   |
|------------------------------------------------------------------------------------|-------------------|
|  | 1/29/03           |
| CLIFF TURNER, DIRECTOR, COUNTY EQUALIZATION                                        | DATE              |
|  | 1-29-03           |
| LAWRENCE SPATARO                                                                   | CITY COMMISSIONER |
|                                                                                    | DATE              |
|  | 1-29-03           |
| STEVE GAWRON                                                                       | CITY COMMISSIONER |
|                                                                                    | DATE              |

2003-09 (d)

TO: Honorable Mayor and City Commissioners  
FROM: Engineering  
DATE: January 28, 2003  
RE: Public Hearing  
Spreading of the Special Assessment Roll  
Division, Southern to Western Ave.

---

SUMMARY OF REQUEST:

To hold a public hearing on the spreading of the special assessment for **Division, Southern to Western**, and to adopt the attached resolution confirming the special assessment roll.

FINANCIAL IMPACT:

A total of \$44,658.54 would be spread against the twenty seven-(27) parcels abutting the project.

BUDGET ACTION REQUIRED:

None at this time.

STAFF RECOMMENDATION:

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

COMMITTEE RECOMMENDATION:

**CITY OF MUSKEGON**

**Resolution No. 2003-09 (d)**

**Resolution Confirming Special Assessment Roll**

**For Division Street, Southern to Western**

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 26, 2002**, at the first hearing.
2. The City has reviewed the special assessment roll which purports to levy a special assessment in the said district, levying on each property a portion of the cost which has been determined to be appropriate, considering the improvements, the benefit to the assessed properties, and the policies of the City.
3. The City Commission has received final bids for the construction and/or installation of the improvements and determines it to be fair and reasonable.
4. The City Commission has heard all objections to the roll filed before or at the hearing.

**THEREFORE, BE IT RESOLVED:**

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

RESOLUTION CONFIRMING SPECIAL ASSESSMENT ROLL

FOR Division Street, Southern to Western

Continued...

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

This resolution passed.

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

Nays: None

Absent: Buie

City of Muskegon

By Dale A. Kunderger

CERTIFICATE

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

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

City of Muskegon

By Dale A. Kunderger

**DIVISION STREET, SOUTHERN TO WESTERN**  
**MAYOR'S ENDORSEMENT AND WARRANT**

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

CITY OF MUSKEGON

BY

STEPHEN J. WARMINGTON

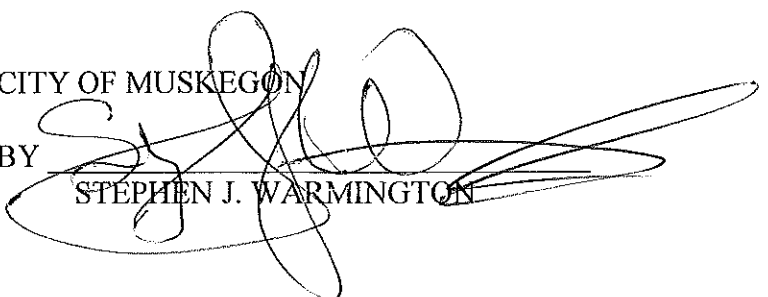
A large, stylized handwritten signature in black ink is written over the printed name "STEPHEN J. WARMINGTON". The signature is fluid and cursive, with a large loop at the end.

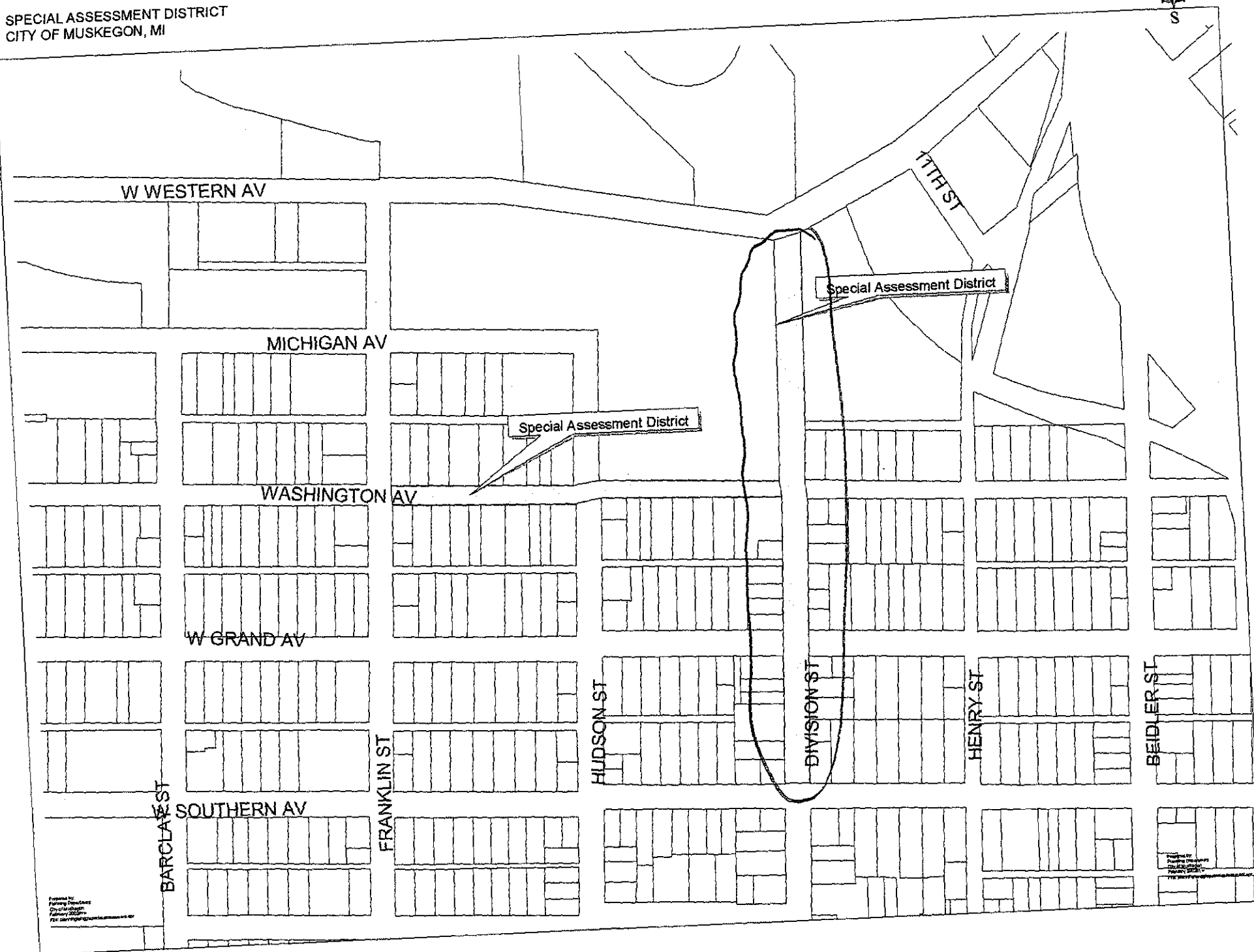
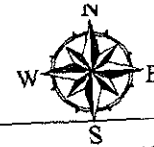
EXHIBIT A

**DIVISION STREET FROM SOUTHERN TO WESTERN**

**SPECIAL ASSESSMENT DISTRICT**

**All properties abutting that section of Division Street from Southern to Western**

SPECIAL ASSESSMENT DISTRICT  
CITY OF MUSKEGON, MI



**AFFIDAVIT OF MAILING**

STATE OF MICHIGAN     )  
                                      ) SS  
COUNTY OF MUSKEGON )

**TO CONFIRM THE SPECIAL ASSESSMENT DISTRICT FOR :**

**H-1540, DIVISION, SOUTHERN TO WESTERN AVE**

THE DEPONENT SAYS THAT THE NOTICE OF HEARING WAS SERVED UPON EACH OWNER OF OR PARTY IN INTEREST IN PROPERTY TO BE ASSESSED IN THE SPECIAL ASSESSMENT DISTRICT WHOSE NAME APPEARS UPON THE LAST TAX ASSESSMENT RECORDS OF THE CITY OF MUSKEGON BY MAILING SUCH NOTICE IN A SEALED ENVELOPE BY FIRST CLASS UNITED STATES MAIL, WITH POSTAGE PREPAID, ADDRESSED TO EACH SUCH OWNER OR PARTY IN INTEREST AT THE ADDRESS SHOWN ON SAID LAST TAX ASSESSMENT RECORDS BY DEPOSITING THEM IN AN OFFICIAL UNITED STATES MAIL RECEPTACLE ON THE 18TH OF JANUARY, 2003

Gail A. Kunding  
GAIL A. KUNDINGER, CITY CLERK

SUBSCRIBED AND SWORN TO BEFORE ME THIS

31st DAY OF January, 2003.

Linda S. Potter

NOTARY PUBLIC, MUSKEGON COUNTY, MICHIGAN

MY COMMISSION EXPIRES 9-25-06

January 17, 2003

OWNERS NAME  
OWNERS ADDRESS  
MUSKEGON, MI 49441

2

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

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

Dear Property Owner:

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

Division, Southern to Western Ave

**Public Hearings**

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

YOU ARE HEREBY NOTIFIED THAT YOU HAVE THE RIGHT TO PROTEST YOUR ASSESSMENT EITHER IN WRITING OR IN PERSON AT THE HEARING. ALSO, IF THE SPECIAL ASSESSMENT IS CONFIRMED January 28TH, 2002 YOU WILL HAVE THIRTY (30) DAYS FROM THE DATE OF THE CONFIRMATION TO FILE A WRITTEN APPEAL WITH THE MICHIGAN TAX TRIBUNAL (517-334-6521). HOWEVER, UNLESS YOU PROTEST AT THIS HEARING EITHER IN WRITING OR BY AGENT, OR IN WRITING BEFORE OR AT THE HEARING, YOUR RIGHT TO APPEAL TO THE MICHIGAN TAX TRIBUNAL WILL BE LOST.

**Costs**

The final projected cost of the street improvement portion of the project is \$160,000.00 of which \$44,658.54 will be paid by special assessment. If the special assessment is confirmed, your property will be assessed \$X,XXX.XX based on 57 feet assessable front footage at \$18.00 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 \$X,XXX.XX. Following are the terms of the special assessment:

**Assessment Period: Ten (10) Years**  
**Interest Rate: 5% per year**  
**First Installment: \$XXX.XX PER YEAR**  
**Due Date: March 28th, 2003**

CDBG Approved You Owe \$0.00

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

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

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

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

Sincerely,

Mohammed Al-Shatel, P.E.  
City Engineer

Enclosures

# Special Assessment Payment Options

---

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

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

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

## **II. Installment Payments**

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

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

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

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

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

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

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

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

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

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

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

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

**CITY OF MUSKEGON – H 1542  
HOUSTON, THIRD TO FIRST  
STREET ASSESSMENT PROGRAM  
CDBG APPLICATION FOR WAIVER OF SPECIAL ASSESSMENT**

**HOUSEHOLD INFORMATION**

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

(Please refer to your assessment letter for this information)

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

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

**INCOME INFORMATION**

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

\_\_\_\_\_ **Wage earner:** \_\_\_\_\_

\_\_\_\_\_ **Wage earner:** \_\_\_\_\_

\_\_\_\_\_ **Wage earner:** \_\_\_\_\_

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

**PROPERTY INFORMATION**

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

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

**Property Taxes:** ( ) Current ( ) Delinquent Year(s) Due \_\_\_\_\_

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

**OWNER'S SIGNATURE**

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

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

**FOR OFFICE USE ONLY**

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

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

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

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

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

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

**SPECIAL ASSESSMENT DISTRICTS:  
HOUSTON, FIRST TO THIRD  
DIVISION, SOUTHERN TO WESTERN  
AND  
WASHINGTON, FRANKLIN TO DIVISION**

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

- All parcels abutting Division St. from N of Southern Ave. to S of Western Ave.
  - All parcels abutting Houston Ave.-from First St. to Third St.
- All parcels abutting Washington Ave. from Franklin St. to Division St.

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

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

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

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

---

Gail A. Kundering, City Clerk

Publish: **January 18, 2003**

**ADA POLICY**

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

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

CITY OF MUSKEGON

Resolution No. 2002-25(b)

RECEIVED  
CITY OF MUSKEGON

FEB 08 2002

Resolution At First Hearing Creating Special Assessment District

For **Division Street, Southern to Western**

Location and Description of Properties to be Assessed:

See Exhibit A attached to this resolution

RECITALS:

1. A hearing has been held on **February 26, 2002** at 5:30 o'clock p.m. at the City Commission Chambers. Notice was given by mail and publication as required by law.
2. That estimates of costs of the project, a feasibility report and valuation and benefit information are on file with the City and have been reviewed for this hearing.
3. At the hearing held **February 26, 2002**, there were 16.67% 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 Gawron and Spataro  
and the City Assessor who are hereby directed to prepare an assessment roll.  
Assessments shall be made upon front foot basis.

4. Based on the City's Special Assessment policy and preliminary estimates it is expected that approximately **21.30%** 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 Buie, Gawron, Larson, Schweifler, Shepherd, Spataro, Warmington

Nays None

CITY OF MUSKEGON

By Gail A. Kunding  
Gail A. Kunding, Clerk

ACKNOWLEDGMENT

This resolution was adopted at a meeting of the City Commission, held on **February 26, 2002**. The meeting was properly held and noticed pursuant to the Open Meetings Act of the State of Michigan, Act 267 of the Public Acts of 1976.

CITY OF MUSKEGON

By Gail A. Kunding  
Gail A. Kunding, Clerk

**AFFIDAVIT OF MAILING**

STATE OF MICHIGAN     )  
                                  ) SS  
COUNTY OF MUSKEGON )

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

**H-1540, DIVISION-SOUTHERN TO WESTERN AVE**

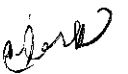
THE DEPONENT SAYS THAT THE NOTICE OF HEARING WAS SERVED UPON EACH OWNER OF OR PARTY IN INTEREST IN PROPERTY TO BE ASSESSED IN THE SPECIAL ASSESSMENT DISTRICT WHOSE NAME APPEARS UPON THE LAST TAX ASSESSMENT RECORDS OF THE CITY OF MUSKEGON BY MAILING SUCH NOTICE IN A SEALED ENVELOPE BY FIRST CLASS UNITED STATES MAIL, WITH POSTAGE PREPAID, ADDRESSED TO EACH SUCH OWNER OR PARTY IN INTEREST AT THE ADDRESS SHOWN ON SAID LAST TAX ASSESSMENT RECORDS BY DEPOSITING THEM IN AN OFFICIAL UNITED STATES MAIL RECEPTACLE ON THE 11TH DAY OF JANUARY, 2002.

Gail A. Kunderger  
GAIL A. KUNDINGER, CITY CLERK

SUBSCRIBED AND SWORN TO BEFORE ME THIS  
28 DAY OF February, 2002.

Jo Ann M. Krukowski  
NOTARY PUBLIC, MUSKEGON COUNTY, MICHIGAN

Jo Ann M. Krukowski  
MY COMMISSION EXPIRES 5-13-05



Division, Southern to Western Ave  
SPECIAL ASSESSMENT ROLL

| PARCEL             | @      | OWNER       | MAILING ADDRESS       |                   |             |            | PAVING      | DR APP | TOTAL              |
|--------------------|--------|-------------|-----------------------|-------------------|-------------|------------|-------------|--------|--------------------|
|                    |        |             |                       |                   |             |            |             | / SW   |                    |
| 24-205-477-0007-00 | 861.0  | WASHINGTON  | VASQUEZ CARLOS A/     | 15136 OAKLAND     | SPRING LAKE | MI 49456-0 | \$664.20    | \$0.00 | <b>\$664.20</b>    |
| 24-205-487-0008-10 | 862.0  | SOUTHERN AV | MCINTYRE SUZANNE/     | 862 W SOUTHERN AV | MUSKEGON    | MI 49441   | \$1,026.00  | \$0.00 | <b>\$1,026.00</b>  |
| 24-205-486-0015-10 | 880.0  | SOUTHERN AV | 2003 C/W 24-205-486-0 | 933 TERRACE ST    | MUSKEGON    | MI 49443   | \$1,188.00  | \$0.00 | <b>\$1,188.00</b>  |
| 24-205-478-0001-00 | 889.0  | WASHINGTON  | WHITE STEPHEN/MAS     | 2924 SANFORD ST   | MUSKEGON H  | MI 49444   | \$2,070.00  | \$0.00 | <b>\$2,070.00</b>  |
| 24-205-466-0001-10 | 921.0  | WESTERN AVE | NEXCOM 921 W WEST     | 880 W BROADWAY S  | MUSKEGON    | MI 49441   | \$3,671.28  | \$0.00 | <b>\$3,671.28</b>  |
| 24-205-467-0001-00 | 1321.0 | DIVISION ST | P & G HOLDINGS LLC    | 4203 13TH AVE     | BROOKLYN    | NY 11219   | \$10,674.00 | \$0.00 | <b>\$10,674.00</b> |
| 24-205-466-0001-00 | 1330.0 | WESTERN AVE | P & G HOLDINGS LLC    | 4203 13TH AVE     | BROOKLYN    | NY 11219   | \$6,074.46  | \$0.00 | <b>\$6,074.46</b>  |
| 24-205-476-0001-06 | 1404.0 | DIVISION ST | M J BLAIS LLC         | 1401 MANDEL AVE   | WESTCHESTE  | IL 60154   | \$1,188.00  | \$0.00 | <b>\$1,188.00</b>  |
| 24-205-477-0006-10 | 1444.0 | DIVISION ST | GUTIERREZ ANTONIO/    | 1444 DIVISION ST  | MUSKEGON    | MI 49441   | \$918.00    | \$0.00 | <b>\$918.00</b>    |
| 24-205-477-0006-20 | 1450.0 | DIVISION ST | ELMORE DAVID B/VIC    | 1450 DIVISION ST  | MUSKEGON    | MI 49441   | \$885.60    | \$0.00 | <b>\$885.60</b>    |
| 24-205-478-0001-10 | 1451.0 | DIVISION ST | WEESIES HEATHER       | 1451 DIVISION ST  | MUSKEGON    | MI 49441   | \$900.00    | \$0.00 | <b>\$900.00</b>    |
| 24-205-477-0008-00 | 1458.0 | DIVISION ST | CERMENO ELIZABETH     | 1458 DIVISION ST  | MUSKEGON    | MI 49441   | \$1,152.00  | \$0.00 | <b>\$1,152.00</b>  |
| 24-205-478-0016-00 | 1461.0 | DIVISION ST | FIERRO PABLO R        | 1461 DIVISION ST  | MUSKEGON    | MI 49441   | \$846.00    | \$0.00 | <b>\$846.00</b>    |
| 24-205-478-0016-10 | 1467.0 | DIVISION ST | VANDERWELL KATHR      | 1467 DIVISION ST  | MUSKEGON    | MI 49441   | \$666.00    | \$0.00 | <b>\$666.00</b>    |
| 24-205-477-0008-10 | 1468.0 | DIVISION ST | WOODARD JEFFREY       | 1468 DIVISION ST  | MUSKEGON    | MI 49441   | \$936.00    | \$0.00 | <b>\$936.00</b>    |
| 24-205-478-0015-00 | 1473.0 | DIVISION ST | FIERRO PABLO/ZULE     | 1473 DIVISION ST  | MUSKEGON    | MI 49441   | \$729.00    | \$0.00 | <b>\$729.00</b>    |

Division, Southern to Western Ave  
**SPECIAL ASSESSMENT ROLL**

| PARCEL             | @      | OWNER       | MAILING ADDRESS    |                    |           |          | PAVING     | DR APP / SW | TOTAL      |
|--------------------|--------|-------------|--------------------|--------------------|-----------|----------|------------|-------------|------------|
| 24-205-477-0008-20 | 1480.0 | DIVISION ST | CUTLER JACK B/CECE | 1480 DIVISION ST   | MUSKEGON  | MI 49441 | \$1,044.00 | \$0.00      | \$1,044.00 |
| 24-205-478-0015-10 | 1481.0 | DIVISION ST | BRICENO GUILLERMO  | 597 GLEN OAKS DR A | MUSKEGON  | MI 49442 | \$729.00   | \$0.00      | \$729.00   |
| 24-205-486-0019-00 | 1497.0 | DIVISION ST | GOMEZ ANTHONY S    | 6884 WILDWOOD CT   | FRUITPORT | MI 49415 | \$1,188.00 | \$0.00      | \$1,188.00 |
| 24-205-487-0007-00 | 1498.0 | DIVISION ST | PALO JOANN MARIE   | 1498 DIVISION      | MUSKEGON  | MI 49441 | \$1,044.00 | \$0.00      | \$1,044.00 |
| 24-205-487-0006-10 | 1506.0 | DIVISION ST | WALKER GORDON      | 1506 DIVISION ST.  | MUSKEGON  | MI 49441 | \$1,044.00 | \$0.00      | \$1,044.00 |
| 24-205-486-0018-10 | 1507.0 | DIVISION ST | MACKENZIE PATRICK  | 2245 LAKESHORE DR  | MUSKEGON  | MI 49441 | \$594.00   | \$0.00      | \$594.00   |
| 24-205-486-0018-00 | 1513.0 | DIVISION ST | O BRIEN MICHAEL J  | 1513 DIVISION ST   | MUSKEGON  | MI 49441 | \$594.00   | \$0.00      | \$594.00   |
| 24-205-487-0006-20 | 1516.0 | DIVISION ST | G K INVESTMENT CO  | 974 W NORTON AVE   | MUSKEGON  | MI 49441 | \$1,080.00 | \$0.00      | \$1,080.00 |
| 24-205-486-0017-00 | 1517.0 | DIVISION ST | FOSTER BRIAN       | 3232 MCMILLAN RD   | TWIN LAKE | MI 49457 | \$1,782.00 | \$0.00      | \$1,782.00 |
| 24-205-486-0016-00 | 1533.0 | DIVISION ST | JOHNSON LOUISE J   | 1533 DIVISION ST   | MUSKEGON  | MI 49441 | \$891.00   | \$0.00      | \$891.00   |
| 24-205-487-0008-00 | 1524.0 | DIVISION ST | HILLER MICHELLE    | 1524 DIVISION ST   | MUSKEGON  | MI 49441 | \$1,080.00 | \$0.00      | \$1,080.00 |

H-1540

HEARING DATE JANUARY 28th, 2003

Division, Southern to Western Ave

## SPECIAL ASSESSMENT ROLL

| PARCEL | @ | OWNER | MAILING ADDRESS | DR APP      |        |             |
|--------|---|-------|-----------------|-------------|--------|-------------|
|        |   |       |                 | PAVING      | / SW   | TOTAL       |
| TOTALS |   |       |                 | \$44.658.54 | \$0.00 | \$44.658.54 |

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

## BOARD OF ASSESSORS

 01/29/03  
CLIFF TURNER, DIRECTOR, COUNTY EQUALIZATION, DATE

 1-29-03  
STEVE GAWRON CITY COMMISSIONER DATE

 1-29-03  
LARRY SPATARO CITY COMMISSIONER DATE

RECEIVED  
CITY OF MUSKOGEE

JAN 22 2003

City of Muskogee,

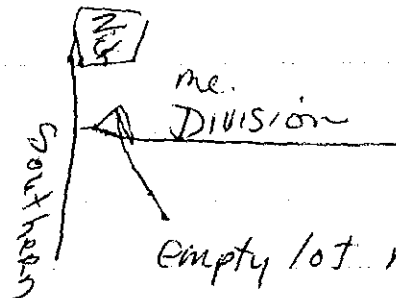
RECEIVED  
CITY OF MUSKOGEE

We have been through all this before & enclosed is a letter from you stating I am to not pay for the assessments you forced on me. Three years, when I moved here, I paid \$3,300.00 to replace the front foundation because a city tree had grown into it. The city had a water leak & had to tear up my front yard & trashed part of the driveway with heavy equip. I repaved upon moving in the sidewalk per contractor. I asked the city "Anything else?" You told the contractor no. I went to your meeting & ended up on the front page of the Chronicle. Since then, I was robbed and my tires slashed. The mayor said I was not to have to pay for anymore. Go back look at the tape. The snow truck tore up the curb. Not my fault. The drains were old, not my fault. The flooding has done damage to my

foundation. I can't do more.  
I just got out of the hospital  
from having stomach cancer.  
There's no money here. I'm a  
senior citizen as well. I made  
\$15,000 last year at \$8.00 an hour.

Louise Johnson  
1533 Division  
Muskegon, Mich 49441

What about the neighbor on Southern



Empty lot now  
used as parking  
lot for abandon cars

He bought the  
lot next to me &  
dumps old cars  
there. His sidewalk  
need fill dirt  
& to be raised  
so my yard  
won't flood.

2003-10 a)

RECEIVED

Jeffery Bean, B.S., BS,  
1845 Hudson St #1  
Muskegon, MI 49441-2906

JAN 24 2003  
JAN 27 2003

MUSKEGON  
CITY MANAGER'S OFFICE

Dear Mayor Warmington,

I am disabled with Chronic Fatigue +  
Immune dysfunction Syndrome, and  
Deafness. Please read this for me and  
my family, at your next meeting.

We need a casino. "Build it, and they  
will come." Please contact our tribes,  
(I am of Mohawk (Quebec) descent and  
cannot contribute)

The cross-lake ferry, the campgrounds,  
the beaches, the entertainment district,  
the down town. We will have it all! Not G.R.!

Crime will always be there, yet we native  
Americans have a way of dealing with that.

- Jeffery Bean BS BS. 1845 Hudson St. 49441
- Jacne Reames, Grandmother, 600 Houston 49441
- Norm + Marcia Bean, 425 Putter, Pueblo West, CO 81007

please call! (231) 759-7779.

- Peace -

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

**Date:** January 9, 2003  
**To:** Honorable Mayor and City Commissioners  
**From:** Planning & Economic Development (B)  
**RE:** Zoning Ordinance Amendments for Downtown Parking

*First reading - put on Feb 11/03 meeting*

**SUMMARY OF REQUEST:**

Request to amend the parking standards of the Zoning Ordinance in order to create an overlay district, which permits more flexibility in parking requirements for the downtown and lakeshore.

**FINANCIAL IMPACT:**

None

**BUDGET ACTION REQUIRED:**

None

**STAFF RECOMMENDATION:**

Staff recommends amendment of the Zoning Ordinance as described above.

**COMMITTEE RECOMMENDATION:**

After some modifications to the originally proposed language, the Planning Commission recommended approval of the request at their meeting on 12/12/02. The vote was unanimous.

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

**Date:** January 21, 2003 2003-11 (b)  
**To:** Honorable Mayor & City Commission  
**From:** Planning & Economic Development Department CBC  
**RE:** Sale of Buildable Vacant Industrial Property at  
600 W. Grand Avenue

---

**SUMMARY OF REQUEST:**

To approve the sale of a vacant industrial property at 600 W. Grand Avenue (designated as parcel number 24-205-410-0010-00) described as:

See Attachment

to Competitive Edge Wood Specialties of 636 W. Grand Avenue, Muskegon, MI. The parcel is .33 acres and is being offered to Competitive Edge for \$5,000. The appraised value of the lot is \$6,600, but because of it's odd shape (see attached map) and a previous verbal agreement, it is being offered for \$5,000 to Competitive Edge. (Under the verbal agreement, the City agreed to pay for the title commitment and Competitive Edge paid for the survey. Since the cost of the survey exceeds the price of the title commitment by over \$2,800, the City agreed to lower the price of the property.) A 16 ft. easement will be retained along the Eastern boundary for possible future Lakeshore Trail development.

**FINANCIAL IMPACT:**

The sale of this parcel will generate additional tax revenue for the City and will place the property back on the City's tax rolls thus relieving the City of continued maintenance costs.

**BUDGET ACTION REQUIRED:**

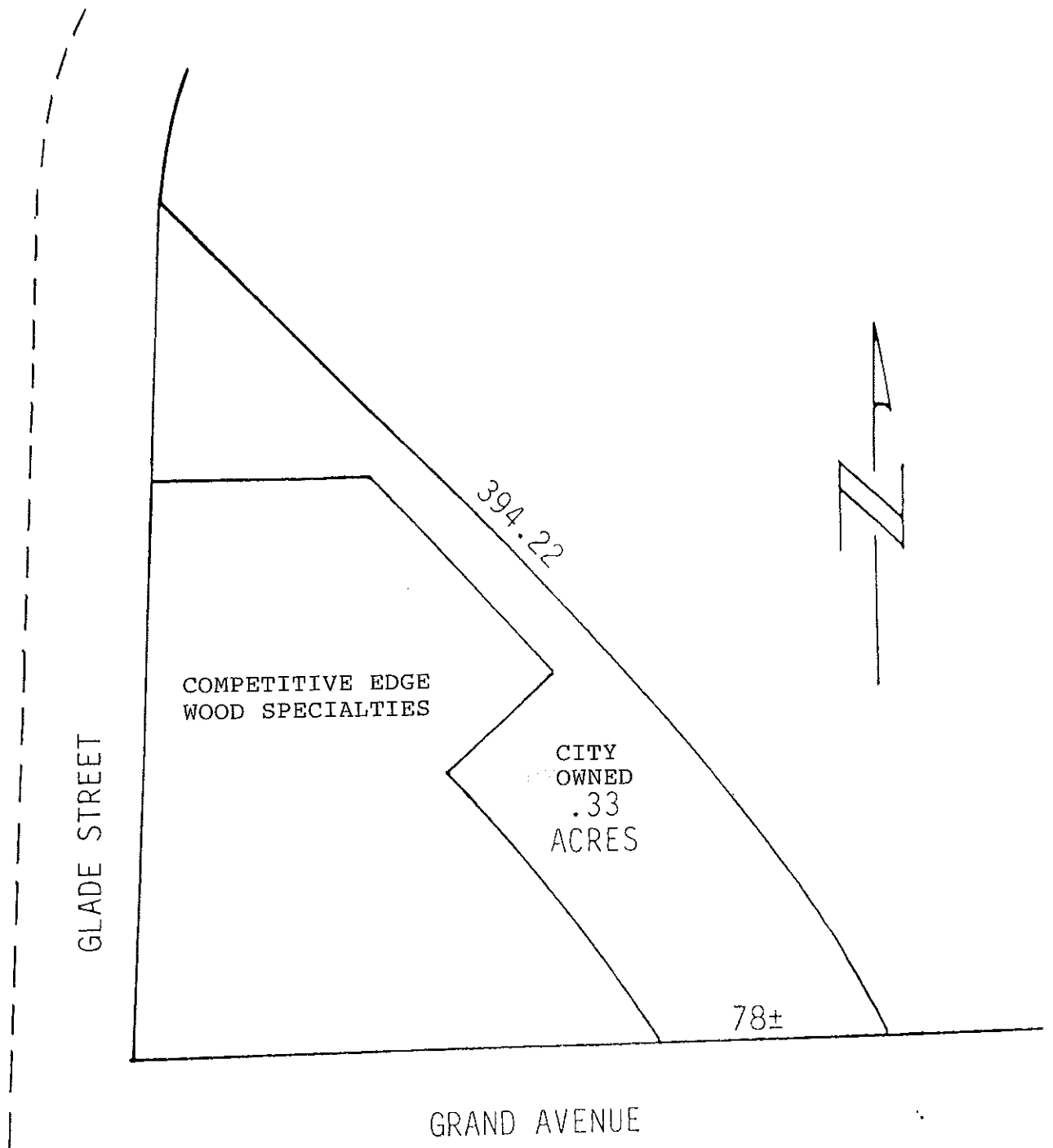
None

**STAFF RECOMMENDATION:**

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

**COMMITTEE RECOMMENDATION:**

PROPERTY SKETCH



Resolution No. 2003-11 (b)

**MUSKEGON CITY COMMISSION**

**RESOLUTION APPROVING THE SALE OF A VACANT INDUSTRIAL PARCEL OF  
LAND LOCATED AT 600 W. GRAND AVENUE TO COMPETITIVE EDGE WOOD  
SPECIALTIES**

WHEREAS, the City of Muskegon has ownership of the property located at 600 W. Grand Avenue, Muskegon, Michigan, designated as parcel numbers 24-205-410-0010-00; and

WHEREAS, Competitive Edge Wood Specialties, 636 W. Grand Avenue, Muskegon, MI, has made a legitimate offer to purchase the subject property; and

WHEREAS, both the Seller (City of Muskegon) and Buyer (Competitive Edge Wood Specialties) agree to the terms of the purchase as outlined in the attached purchase agreement; and

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

WHEREAS, the redevelopment of the subject property is consistent with the advancement of the public health, safety and welfare.

NOW THEREFORE BE IT RESOLVED, that the Muskegon City Commission approves the sale of the property located at 600 W. Grand Avenue, Muskegon, MI to Competitive Edge Wood Specialties for the sum of \$5,000.

**See attached property description.**

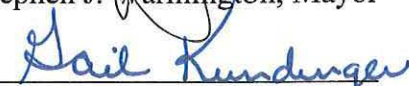
Adopted this 28th day of January, 2003

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

Nays: None

Absent Buie

By:   
Stephen J. Warmington, Mayor

Attest:   
Gail Kunding, Clerk

### CERTIFICATION

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

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

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

Gail Kunding, Clerk

**REAL ESTATE PURCHASE AGREEMENT**

THIS AGREEMENT is made January 28, 2003, by and between the **CITY OF MUSKEGON**, a municipal corporation, with offices at 933 Terrace Street, Muskegon, Michigan 49440 ("Seller"), and **COMPETITIVE EDGE WOOD SPECIALTIES** a Michigan corporation, with its principal place of business located at 636 W. Grand Avenue, Muskegon, MI [Attention, General Counsel] ("Buyer").

1. **General Agreement and Description of Premises.** Seller agrees to sell, and Buyer agrees to buy, marketable record title of real estate, and all improvements thereon, free and clear of all liens and encumbrances, with all beneficial easements, and subject to any restrictive covenants, the real property located in the City of Muskegon, Muskegon County, Michigan ("Premises"), and specifically described as:

See attachment.

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

2. **Purchase Price and Manner of Payment.** The purchase price for the Premises shall be Five Thousand Dollars (\$5,000), payable in cash or certified funds, to Seller at Closing.

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

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

5. **Survey.** Buyer, at its own expense, may obtain a survey of the Premises, and Buyer or its surveyor or other gents may enter the Premises for that purpose prior to Closing. If no survey is obtained, Buyer agrees that Buyer is relying solely upon Buyer's own judgment as to the location, boundaries and area of the Premises and improvements thereon without regard to

any representations that may have been made by Seller or any other person. In the event that a survey by a registered land surveyor made prior to closing discloses an encroachment or substantial variation from the presumed land boundaries or area, Seller shall have the option of effecting a remedy within thirty (30) days after disclosure, or tendering Buyer's deposit in full termination of this agreement, and paying the cost of such survey. Buyer may elect to purchase the Premises subject to said encroachment or variation.

6. **Limited Entry Prior to Closing.** At all reasonable times prior to Closing, Buyer, its agents, employees, designees, representatives and contractors (collectively "Buyer Parties"), at Buyer's sole cost and expense, shall have the right to enter upon the Property to perform such tests, inspections and examinations of the Property as Buyer deems advisable, including soil and environmental tests, and to make investigations with regard to utilities availability, zoning, and other applicable investigations with regard to the Property and the use thereof. Buyer shall indemnify, defend and hold Seller harmless from and against all cost, loss, damage and expense, including reasonable attorneys' fees, arising out of the activities of Buyer and the Buyer Parties upon the Property pursuant to this paragraph. The preceding indemnity obligation shall survive termination of this Agreement. Seller agrees to cooperate with Buyer in Buyer's activities hereunder so long as Seller does not incur any out-of-pocket expense. In this regard, Seller agrees to furnish Buyer with copies of all surveys, title policies, environmental reports, etc., relating to the Property in Seller's possession or control. If Buyer determines that its inspections, investigations and the like are unacceptable or unsatisfactory for any reason whatsoever, Buyer may terminate this Agreement by giving Seller written notice thereof on or before the date of Closing. If Buyer terminates this Agreement, neither party shall have any further liability to the other under this Agreement, except as otherwise expressly provided in this Agreement.

7. **Condition of Premises and Examination by Buyer. NO IMPLIED WARRANTIES OF HABITABILITY, QUALITY, CONDITION, FITNESS FOR A PARTICULAR PURPOSE, OR ANY OTHER IMPLIED WARRANTIES SHALL OPERATE BETWEEN SELLER AND BUYER, AND BUYER EXPRESSLY WAIVES ANY AND ALL SUCH IMPLIED WARRANTIES. BUYER UNDERSTAND AND AGREES THAT THE PREMISES ARE TAKEN "AS IS". BUYER HAS PERSONALLY INSPECTED THE PREMISES AND IS SATISFIED WITH THE CONDITION OF THE LAND, AND THE BUILDINGS AND IMPROVEMENTS THEREON, AND UNDERSTANDS THAT THE PROPERTY IS BEING PURCHASED AS A RESULT OF SUCH INSPECTION AND INVESTIGATION AND NOT DUE TO ANY REPRESENTATIONS MADE BY OR ON BEHALF OF SELLER.**

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

9. **Closing.** The closing date of this sale shall be on or before \_\_\_\_\_, 2003, ("Closing"). The Closing shall be conducted at Transnation title Insurance Company, 570

Seminole Road, Ste. 102, Muskegon, MI 49444. If necessary, the parties shall execute an IRS closing report at the Closing.

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

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

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

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

14. **General Provisions.**

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

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

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

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

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

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

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

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

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

WITNESSES:

Irene Dempsey  
Irene Dempsey

Linda Potter  
Linda Potter

SELLER: CITY OF MUSKEGON

By Stephen J. Warmington  
Stephen J. Warmington, Mayor

By Gail A. Kunding  
Gail A. Kunding, MMC, Clerk

BUYER: COMPETITIVE EDGE  
WOOD SPECIALTIES

Lonna Aguilera  
Lonna Aguilera

By Fred Miller  
Its President

By \_\_\_\_\_  
Its \_\_\_\_\_

T.I.D. No. \_\_\_\_\_

## LEGAL DESCRIPTION

CITY OF MUSKEGON  
REVISED PLAT 1903  
LOTS 10 AND 11 BLK 410  
EXC THAT PART DESC AS:  
ALL THAT DESC AS BEG AT PT IN NLY LINE GRAND AVE  
DIST 25.65 FT SWLY AND RADially FROM PT IN  
C/L OF TRACK OF GR&I RR  
EXTENDING FROM POB THE FOLL 3 COURSES  
TH W ALG SD NLY LINE GRAND AVE 195.8 FT  
TO INT WITH ELY LINE GLADE ST  
TH N ALG ELY LINE GLADE ST 221 FT  
TO PT DIST 25.65 FT SWLY & RADially  
FROM PT IN C/L OF TRACK  
TH SELY ALG RR ON CURVE TO RT  
WITH RADIUS OF 2839.3 FT  
CHORD BEARING S 41 D 36M 22S E 295.56 FT AND  
ARC LENGTH 295.66 FT TO POB  
ALSO EXC COMM AT SW COR SD BLK 410  
TH E 9.00 FT ALG S LINE SD BLK  
TH N 4D 23M 00S E 197.63 FT ALG E LINE GLADE ST TO POB  
SD PT BEING 23 FT E OF W LINE SD BLK 410 AND  
ON GTW RR SWLY ROW LINE AND  
25.65 FT SWLY MEAS RADially FROM  
C/L OF GTW RR TRACK 7 (SHAW WALKER LEAD)  
TH E 18.13 FT M/L TO PT 12.5 FT SWLY RADially  
FROM C/L SD TRACK  
TH SELY 260.33 FT PAR WITH C/L OF TRACK  
ALG ARC OF 2852.45 FT RAD CURVE TO RT  
LONG CHORD BEARING S 40D 46M 50S E 260.24 FT  
TO S LINE BLK 410  
TH W ALG S LINE SD BLK 16.75 FT M/L  
TO PT ON RR ROW SD BEING 25.65 FT SWLY  
MEAS RADially FROM C/L TRACK 7  
TH NWLY 261.24 FT ALG RR ROW LINE  
ON ARC OF 2839.30 FT RAD CURVE TO LEFT  
LONG CHORD BEARING N 41D 00M 40S W 261.15 FT TO POB  
ALSO EXC COMM AT SW COR SD BLK 410  
THE E ALG S LINE SD BLK 9.00 FT TO E LINE GLADE ST RELOCATED  
TH N 04D 23M 00S E ALG SD E LINE 197.63 FT  
TO S MOST LINE FORMER GTWRR ROW FOR POB  
TH CONT TO 04D 23M 00S ALG SD E LINE 20.00 FT  
TH E 70.00 FT TH S 42D 00M 00S E 115.00 FT  
TH S 48D 00M 00S W 52.95 FT TO SWLY LINE  
FORMER GTWRR ROW  
TH NWLY ALG SD SWLY LINE  
ON ARC OF 2852.45 FT RAD CURVE TO LEFT  
A DIST OF 135.92 FT  
(CENTRAL ANG 02D 43M 49S AND  
LONG CHORD BEARING N 42D 01M 52S W 135.01 FT)  
TH W 18.14 FT TO POB  
SUBJECT TO AN EASEMENT OF THE EASTERN MOST 16 FT OF ABOVE DESCRIPTION

QUIT CLAIM DEED

2003-11 (b)

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

QUIT CLAIMS TO: **COMPETITIVE EDGE WOOD SPECIALTIES**, a Michigan corporation, of 636 W. Grand Avenue, Muskegon, MI 49441,

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

[SEE ATTACHED LEGAL DESCRIPTION]

a/k/a 600 W. Grand Avenue

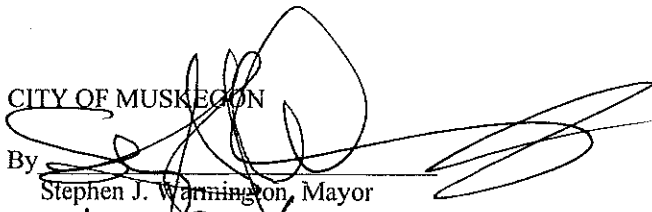
for the sum of Five Thousand and no/100 Dollars (\$5,000.00).

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

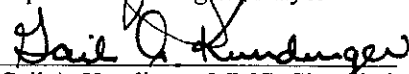
Dated this 28th day of January, 2003

CITY OF MUSKEGON

By

  
Stephen J. Warmington, Mayor

and

  
Gail A. Kunding, MMC, City Clerk

STATE OF MICHIGAN  
COUNTY OF MUSKEGON

The foregoing instrument was acknowledged before me this 3rd day of February, 2003, by Stephen J. Warmington and Gail A. Kunding, MMC, Mayor and City Clerk, respectively, of the CITY OF MUSKEGON, a municipal corporation, on behalf of the City.

PREPARED BY:

John C. Schrier

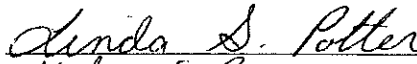
Parmenter O'Toole

175 W. Apple Ave., P. O. Box 786

Muskegon, MI 49443-0786

Telephone: 616/722-1621

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

  
Linda S. Potter

Notary Public, Muskegon County, Michigan

My commission expires: 7-25-06

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

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

WITNESSES:

Irene Dempsey  
Irene Dempsey

Linda Porter  
Linda Porter

Lonna Angulin  
Lonna Angulin

\_\_\_\_\_

SELLER: CITY OF MUSKEGON

By [Signature]  
Stephen C. Warrington, Mayor

By Gail A. Kunding  
Gail A. Kunding, MMC, Clerk

BUYER: COMPETITIVE EDGE  
WOOD SPECIALTIES

By Fred Miller  
Its President

By \_\_\_\_\_  
Its \_\_\_\_\_

T.I.D. No. \_\_\_\_\_

TRANSNATION TITLE INSURANCE CO  
570 SEMINOLE ROAD, SUITE 102  
MUSKEGON MI 49444

Date: February 12, 2003  
Escrow Number: 423600

Party Address: 600 W. Grand Avenue  
Muskegon, Michigan 49441

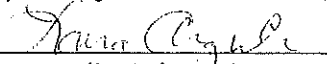
| SELLER'S STATEMENT       |             |        |          |
|--------------------------|-------------|--------|----------|
|                          | DEBIT       | CREDIT |          |
| Purchase Price           | \$          | \$     | 5,000.00 |
| EXISTING LOAN            |             |        |          |
| Deposit of earnest money |             |        |          |
| CLOSING FEES             | 125.00      |        |          |
| OWNERS PREMIUM           | 190.00      |        |          |
| Real Estate Commission   |             |        |          |
| Sub Total                | \$ 315.00   | \$     | 5,000.00 |
| Amount due Seller        | \$ 4,685.00 |        |          |
| TOTALS                   | \$ 5,000.00 | \$     | 5,000.00 |

\*\*\*\*\*

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

Seller(s) Signature(s):

City of Muskegon

BY   
Lonna Anguilm, Assistant Planner

ACCOMMODATION LETTER

Date: February 12, 2003

RE: 600 W. Grand Avenue  
Muskegon, Michigan 49441

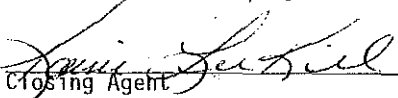
Escrow No.: 423600

We, the undersigned buyers and sellers, herein acknowledge and agree that the closing, held as of this date, on the above captioned property, is not being disbursed, and will not be considered complete until the following requirements have been met.

File to be held pending agreement between the buyer and seller on the projected sidewalk assessment for 2003 in the estimated amount of \$546.00.

If the above requirements have not been fulfilled by February 14, 2003 papers signed today will be null and void and all monies will be returned to the remitter(s). Upon making such delivery, and performance of any other services included above, you will thereupon be released and acquitted from any further liability concerning the deposit, it being expressly understood that liability in any event is limited by the terms and conditions set forth herein. By acceptance of this agency, you are in no way assuming any responsibility for the validity or authenticity of the subject matter of the deposit.

The undersigned further agree to hold harmless City of Muskegon and Transnation Title Insurance Company for loss or damage resulting from failure to perform.

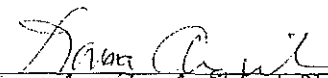
  
Closing Agent

Competitive Edge Wood Specialties

Lender and/or Broker

BY   
Fred Miller, President

City of Muskegon

BY   
Lonna Anguim, Assistant Planner

DELIVERY INSTRUCTIONS:

Buyers: ☐ Mail ☐ Delivery by Salesperson ☐ Pickup  
Sellers: ☐ Mail ☐ Delivery by Salesperson ☐ Pickup  
Listing Commission: ☐ Pickup ☐ Deliver  
Selling Commission: ☐ Pickup ☐ Deliver

SURVEY WAIVER

Date: February 12, 2003

RE: 423600

To: City of Muskegon

933 Terrace P.O. Box 536

Muskegon, MI 494430536

Property Address:

600 W. Grand Avenue

Muskegon, Michigan 49441

County: Muskegon

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

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

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

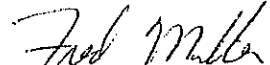
PURCHASER(S):

Competitive Edge Wood Specialties

SELLER(S):

City of Muskegon

BY

  
Fred Miller, President

BY

  
Lonna Anguilm, Assistant Planner

AFFIDAVIT OF TITLE

STATE OF MICHIGAN  
COUNTY OF Muskegon

}  
} SS  
}

Title Commitment # 423600

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

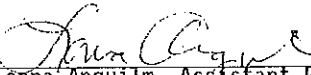
600 W. Grand Avenue  
Muskegon, Michigan 49441

AND

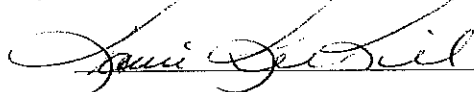
1. That on this date hereof there is no mechanic's lien on the property and that no work has been done, or materials furnished, out of which a mechanic's lien could ripen.
2. That no agreement is in effect which would adversely affect the title to the property such as a purchase agreement, lease, land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

Seller(s):

City of Muskegon

BY   
Lonna Anguilm, Assistant Planner

Subscribed and sworn to, before me a Notary Public, this 12th day of February, 2003

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

My Commission Expires: KARRIE LEE KIEL  
Notary Public, Muskegon County, MI  
My Commission Expires Jul 4, 2004

FILE # 423600  
DATE: February 12th 2003  
PROPERTY ADDRESS: 600 W. Grand Avenue

The undersigned hereby acknowledge receipt of a Request to Rescind/Withdraw Homestead Exemption form (Michigan Department of Treasury Form No. 2602) as same is required by Public Act 237 of 1994.

Please check one of the following:

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

NA The undersigned have fully and properly completed the forms and request that Transnation Title Insurance Company file the form with the appropriate local tax collecting unit. The undersigned acknowledge and agree that the Company will mail the form by first class mail, and that the Company shall not be liable in the event that any of the information provided on said form is inaccurate or incomplete, or in the event that said form is not received or properly processed by the local tax collecting unit.

SELLER(S) :

City of Muskegon

BY Lonna Anguilm  
Lonna Anguilm, Assistant Planner

Address: 600 W GRAND  
Invoice: ~~8~~  
Infractions: ~~8~~  
Delq. Water: NO ACCOUNT

SCAN

Revision No. 1  
Commitment No. 423600  
File No. 423600

### SCHEDULE B-SECTION I REQUIREMENTS

The following are the requirements to be complied with:

1. Standard requirements set forth on inside front cover.
2. Instruments necessary to create the estate or interest to be insured must be properly executed, delivered and duly filed for record.
3. Deed from recited owner to recited purchaser.

NOTE: No 2002 Summer taxes.

NOTE: 2002 Winter taxes are exempt. ✓

Permanent Property No. 61-24-205-410-0010-00.

Homestead Status 0%.

Property located in Muskegon Public School District.

NOTE: Check with the City of Muskegon at 724-6720 for current and/or delinquent water/sewer usage, infractions and invoices prior to close for payoff amounts.

\* PROTECTED  
SIDEWALK

~~SA~~  
ASSESSMENT  
FOR 2003

(546.00)

### SCHEDULE B-SECTION II EXCEPTIONS

Schedule B of the policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company.

1. Standard exceptions set forth on inside back cover.
2. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed Insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.
3. Terms, conditions and provisions which are recited in Easement Agreement as recorded on November 28, 1984 in Liber 1301, Page 692.
4. Easement for storm sewer purposes vested in The City of Muskegon by instrument dated March 26, 1991 and recorded May 17, 1991 in Liber 1566, Page 971.

JMS/dej

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

Assessor/Equalization  
(231)724-6708  
FAX: (231)726-5101

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

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

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

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

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

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

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

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

Fire Department  
(231)724-6792  
FAX: (231)724-6985

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

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

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

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

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

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

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

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

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

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



SCAN

February 13, 2002

Ms. Karrie Kiel  
Transnation Title Insurance Co.  
570 Seminole Rd., Ste. 102  
Muskegon, MI 49444

RE: 600 W. Grand Avenue, Muskegon, MI

Dear Karrie:

This letter is to let you know that the City of Muskegon (Seller) will be the responsible party for the 2003 Sidewalk Assessment in the amount of approximately \$546. Competitive Edge (Buyer) will have no obligation regarding this assessment.

If you have any questions or require further information, please feel free to call our office at 724-6702.

Sincerely,

Cathy Brubaker-Clarke  
Director of Community and Economic Development

Date: January 28, 2003  
To: Honorable Mayor and City Commissioners  
From: Engineering  
RE: Construction Agreement with CSX

---

2003 - 11 (C)

#### SUMMARY OF REQUEST:

Enter into a construction agreement with CSXT by authorizing the mayor to execute the attached agreement. Under said agreement, CSX will perform the following tasks;

1. Tie-ins of new tracks
2. Railroad flagging
3. Installation of grade crossing
4. Construction inspection
5. Order & delivery of new rails (this was authorized 6/11/2002)

\$548,307

The not to exceed cost of the above stated tasks is estimated @ \$575,181 of which \$72,439.44 (cost of the rails) had already been approved.

change ~~\$575,181~~ ~~\$72,439.44~~

#### FINANCIAL IMPACT:

The estimated cost of \$575,181.

#### BUDGET ACTION REQUIRED:

None at this time. The cost is expected to be a part of the grant from MDOT.

#### STAFF RECOMMENDATION:

Approve the contract with CSXT

Project: Shoreline Drive Relocation Project (Muskegon, MI)  
CSXT OP#: MI0057 & MI0067

2003-11 (c)

### CONSTRUCTION AGREEMENT

This Agreement is made as of January 28, 2003, by and between CSX TRANSPORTATION, INC., a Virginia corporation with its principal place of business in Jacksonville, Florida ("CSXT"), and CITY OF MUSKEGON, a body corporate and political subdivision of the State of Michigan ("Agency").

### EXPLANATORY STATEMENT

A. Agency has proposed to construct, or to cause to be constructed, a new track alignment for the relocation of Shoreline Drive, including removal of the existing track, construction of a new roadbed and track structure, a new undergrade bridge over Ryerson Creek and a new at-grade crossing of Terrance Avenue. (the "Project").

B. Agency has obtained, or will obtain, all authorizations, permits and approvals from all local, state and federal agencies (including Agency), and their respective governing bodies and regulatory agencies, necessary to proceed with the Project and to appropriate all funds necessary to construct the Project.

C. Agency acknowledges that: (1) by entering into this Agreement, CSXT will provide services and accommodations to promote public interest in this Project, without profit or other economic inducement typical of other Agency contractors; (2) neither CSXT nor its affiliates (including their respective directors, officers, employees or agents) will incur any costs, expenses, losses or liabilities in excess of payments made to CSXT, by or on behalf of Agency or its contractors, pursuant to this Agreement; and (3) CSXT retains the paramount right to regulate all activities affecting its property and operations.

D. It is the purpose of this Agreement to provide for the terms and conditions upon which the Project may proceed.

NOW, THEREFORE, in consideration of the foregoing Explanatory Statement (which is incorporated by reference into and made a part of this Agreement) and other good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, it is agreed as follows:

#### I. PROJECT PLANS AND SPECIFICATIONS

1.1 Preparation and Approval. All plans, specifications and drawings necessary or appropriate to the design and construction of the Project shall be prepared, at Agency's sole cost and expense, by either Agency or CSXT or their respective contractors, as established by Exhibit A to this Agreement. Plans, specifications and drawings prepared by Agency or its contractors shall be subject to the review and approval of CSXT. As approved,

amended or prepared by CSXT, such plans, specifications and drawings are referred to as the "Plans". Upon CSXT's approval, the Plans shall be incorporated and deemed a part of this Agreement. The plans, specifications and drawings that Agency has submitted to CSXT as of the date of this Agreement are described by Exhibit B to this Agreement, but shall not be deemed the Plans unless and until approved by CSXT.

1.2 Compliance with Plans. The Project shall be constructed in accordance with the Plans.

## 2. ALLOCATION AND CONDUCT OF WORK

Work in connection with the Project shall be allocated and conducted as follows:

2.1 CSXT Work. Subject to timely payment of Reimbursable Expenses (as provided by Section 4), CSXT shall provide, or cause to be provided through its consultants and contractors, the services as set forth by Exhibit A to this Agreement, with the express understanding and agreement of Agency that CSXT shall provide all services that CSXT deems necessary or appropriate (whether or not specified by Exhibit A) to preserve and maintain its property and operations, without impairment or liability exposure of any kind and in compliance with all applicable federal, state and local regulations and CSXT's contractual obligations, including, but not limited to, CSXT's existing or proposed third party agreements and collective bargaining agreements.

2.2 Agency Work. Agency shall perform, or cause to be performed, all work as set forth by Exhibit A, subject to the provisions of Section 2.1, at Agency's sole cost and expense, in accordance with this Agreement.

2.3 Conduct of Work. CSXT shall commence its work under this Agreement following: (a) delivery to CSXT of a notice to proceed from Agency; (b) payment of all sums required by Section 4.2 to the extent required prior to the commencement of work by CSXT; (c) issuance of all permits, approvals and authorizations necessary or appropriate for such work; and (d) delivery of proof of insurance as required by Section 9. The issuance of purchase orders or bids for materials or services shall constitute commencement of work for the purposes of this Section. The parties intend that all work by CSXT or on CSXT property shall conclude no later than **July 1, 2004**.

## 3. SPECIAL PROVISIONS

Agency shall observe and abide by, and shall require its contractors ("Contractors") to observe and abide by the terms, conditions and provisions set forth in Exhibit C to this Agreement (the "Special Provisions"). To the extent that Agency performs Project work itself, rather than contract with third parties to perform such work, Agency shall be deemed a Contractor for purposes of this Agreement. Agency further agrees that, prior to the commencement of Project work by any third party Contractor, such Contractor shall execute and deliver to CSXT Schedule I to this Agreement to acknowledge Contractor's agreement to observe and abide by the terms and conditions of this Agreement.

#### 4. COST OF PROJECT AND REIMBURSEMENT PROCEDURES

4.1 Reimbursable Expenses. Agency shall reimburse CSXT for all costs and expenses incurred by CSXT in connection with the Project, including, but not limited to, out of pocket expenses, travel and lodging expenses, telephone, facsimile, and mailing expenses, costs for tools, equipment, materials and supplies, sums paid to CSXT's subcontractors, and CSXT labor in connection with the Project, together with the overhead percentages and additives established by CSXT, in accordance with the applicable cost criteria set forth in 23 CFR Part 140, Subpart I (collectively, "Reimbursable Expenses"). Reimbursable Expenses shall also include expenses incurred by CSXT prior to the date of this Agreement to the extent identified by the Estimate as provided pursuant to Section 4.2.

4.2 Estimate. CSXT has estimated the total Reimbursable Expenses for the Project as shown on Exhibit D (as amended or revised from time to time, the "Estimate"). In the event CSXT anticipates that actual Reimbursable Expenses for the Project may exceed such Estimate, it shall provide Agency with the revised estimate of the total Reimbursable Expenses, together with a revised Payment Schedule (as defined by Section 4.3 (i), for Agency's approval and confirmation that sufficient funds have been appropriated to cover the total Reimbursable Expenses of such revised estimate. CSXT may elect, by delivery of notice to Agency to immediately cease all further work on the Project, unless and until Agency provides such approval and confirmation. Upon Agency's approval of the revised estimate, such revised estimate shall be deemed the "Estimate".

4.3 Payment Terms. It is the understanding and mutual intent of the parties that CSXT obtain payment reasonably in advance of its incurrence of Reimbursable Expenses. Accordingly, the parties agree as follows:

(i) Agency shall pay CSXT for Reimbursable Expenses for the Project in the amounts and on the dates set forth in the Payment Schedule attached to this Agreement as Exhibit E (the "Payment Schedule", as revised from time to time pursuant to Section 4.2). CSXT agrees to submit invoices to Agency for such amounts and Agency shall remit payment to CSXT within thirty (30) days following delivery of each such invoice to Agency or, if later, the payment date set forth in the Payment Schedule.

(ii) Following the completion of the Project, CSXT shall submit to Agency a final invoice that shall reconcile the total actual Reimbursable Expenses incurred by CSXT against the total payments received from Agency. Agency shall pay to CSXT the amount by which actual Reimbursable Expenses exceed total payments, as shown by the final invoice, within thirty (30) days following delivery of such invoice to Agency. In the event that the payments received by CSXT from Agency exceed the actual Reimbursable Expenses, CSXT shall promptly remit such excess to Agency.

(iii) Any bill paid to CSXT by Agency relating to CSXT's work and not found to be in accordance with this Agreement in its final audit shall be promptly refunded to Agency by CSXT following submission of notice of the items so disapproved and the reason for such disapproval. Agency shall not be liable for payment of any bill received more than eighteen

(18) months after the Project is completed and has been accepted by CSXT and Agency, unless CSXT has requested an extension of the billing period in writing.]

(iv) In the event that either party fails to pay to the other sums due to it under this Agreement, the delinquent party shall also pay the other interest at the lesser of 1.0% per month or the maximum rate of interest permitted by applicable law on the delinquent sum until paid in full.

(v) In the event that Agency fails to timely pay CSXT any amount due under this Agreement, CSXT may elect, by delivery of notice to Agency: (A) to immediately cease all further work on the Project, unless and until Agency pays the entire delinquent sum, together with accrued interest; and/or (B) to terminate this Agreement.

4.4 Effect of Termination. In the event of the termination of this Agreement for any reason, all obligations and liabilities of the parties pursuant to Section 4.3 shall survive.

## 5. APPROPRIATIONS

Agency represents and warrants to CSXT that: (i) Agency has obtained appropriations sufficient to reimburse CSXT for the Reimbursable Expenses encompassed by the Estimate attached as Exhibit D; (ii) Agency shall use its best efforts to obtain appropriations necessary to cover Reimbursable Expenses encompassed by subsequent Estimates approved by Agency; and (iii) Agency shall promptly notify CSXT in the event that Agency is unable to obtain such necessary appropriations.

## 6. EASEMENTS AND LICENSES

6.1 Agency Obligation. Agency shall acquire all necessary licenses, permits and easements required for the Project.

6.2 Temporary Construction Licenses. Insofar as it has the right to do so, CSXT hereby grants Agency a nonexclusive license to access and cross CSXT's property, to the extent necessary for the construction of the Project (excluding ingress or egress over grade crossings), along such routes and upon such terms as may be defined and imposed by CSXT's Chief Engineer or his or her authorized representative, and such temporary construction easements as may be designated on the Plans approved by CSXT.

6.2 Permanent Easements. Insofar as it has the right to do so, CSXT shall grant and convey, without warranty to Agency, easements for the use and maintenance of the Project wholly or partly on CSXT property as shown on the Plans approved by CSXT, if any, on terms and conditions and at a price acceptable to the parties. Agency shall furnish for CSXT's Chief Engineer's review and approval descriptions and plat plans for the easements.

7. PERMITS

At its sole cost and expense, Agency shall procure all permits and approvals required by any federal, state, or local governments or governmental agencies for the construction, maintenance and use of the Project, copies of which shall be provided to CSXT.

8. CANCELLATION OF PROJECT

For any reason, including, but not limited to, delays or difficulties arise in securing necessary approvals or necessary rights-of-way, deficiencies in appropriation for the Project, or the failure of either party or Agency's Contractors to perform, Agency may, as its sole remedy, terminate this Agreement by delivery of notice to CSXT. Upon CSXT's receipt of such notice, CSXT shall proceed to stop work. Regardless of such termination, Agency shall reimburse CSXT for all costs and expenses incurred by CSXT pursuant to this Agreement, including costs incurred in stopping work and returning CSXT property to its original condition, to CSXT's reasonable satisfaction.

9. INSURANCE

In addition to the insurance that Agency requires its Contractor to have, Agency shall acquire or require its Contractor to purchase and maintain insurance in compliance with CSXT's insurance requirements attached to and incorporated in this Agreement as Exhibit F. Neither Agency nor Contractor shall commence work on the Project until such policy or policies have been submitted to and approved by CSXT's Risk Management Department.

10. OWNERSHIP AND MAINTENANCE

10.1 By Agency. Pursuant to the at-grade crossing of Terrace Avenue, Agency shall maintain and repair, at its sole cost and expense, all parts comprising the permanent aspects of the Project, as shown by the Plans, consisting of roadway pavement up to the outer ends of the railroad cross ties, sidewalks, guardrails, and curbs, as and when circumstances require in good and safe condition to CSXT's satisfaction. In the event Agency fails to do so after reasonable notice from CSXT (no more than thirty (30) days, unless an emergency condition exists or is imminent in the opinion of CSXT, that requires immediate action), CSXT may perform such maintenance and repair, at Agency's sole cost and expense.

10.2 By CSXT. CSXT shall own and, at its sole cost and expense, will maintain, repair, replace and renew its tracks, railroad bridge structure over Ryerson Creek, ballast and approach embankments, and railroad signal and communication systems, and CSXT and its licensees shall be permitted to install, maintain, repair and replace other utilities, facilities and cable as CSXT authorizes from time to time on or within the railroad bridge structure. Pursuant to the at-grade crossing with Terrace Avenue, CSXT shall maintain and repair the crossing surface between cross tie end and cross tie end and signal facilities at the crossing, at Agency's sole cost and expense.

10.3 Alterations. Agency shall not undertake any alteration, modification or expansion of the Project, without the prior approval of CSXT, which may be withheld for any reason, and the execution of such agreements as CSXT may require.

## 11. INDEMNIFICATION

11.1 Generally. To the maximum extent permitted by applicable law, Agency and its Contractors shall indemnify, defend, and hold CSXT and its affiliates harmless from and against all claims, demands, payments, suits, actions, judgments, settlements, and damages of every nature, degree, and kind (including direct, indirect, consequential, incidental, and punitive damages), for any injury to or death to any person(s) (including, but not limited to the employees of CSXT, its affiliates or Agency or its Contractors), for the loss of or damage to any property whatsoever (including but not limited to property owned by or in the care, custody, or control of CSXT, its affiliates or Agency or its Contractors, and environmental damages and any related remediation brought or recovered against CSXT and its affiliates), arising directly or indirectly from the negligence, recklessness or intentional wrongful misconduct of the Contractors, Agency, and their respective agents, employees, invitees, contractors, or its contractors' agents, employees or invitees in the performance of work in connection with the Project or activities incidental thereto, or from their presence on or about CSXT's property. The foregoing indemnification obligation shall not be limited to the insurance coverage required by this Agreement, except to the extent required by law or otherwise expressly provided by this Agreement.

11.2 Compliance with Laws. Agency shall comply, and shall require its Contractors to comply, with any federal, state, or local laws, statutes, codes, ordinances, rules, and regulations applicable to its construction and maintenance of the Project. Agency's Contractors shall indemnify, defend, and hold CSXT and its affiliates harmless with respect to any fines, penalties, liabilities, or other consequences arising from breaches of this Section.

11.3 "CSXT Affiliates". For the purpose of this Section 11, CSXT's affiliates include CSX Corporation and all entities, directly or indirectly, owned or controlled by or under common control of CSXT or CSX Corporation and their respective officers, directors, employees and agents.

11.4 Notice of Incidents. Agency and its Contractor shall notify CSXT promptly of any loss, damage, injury or death arising out of or in connection with the Project work.

11.5 Survival. The provisions of this Section 11 shall survive the termination or expiration of this Agreement.

12. INDEPENDENT CONTRACTOR

The parties agree that neither Agency nor its Contractors shall be deemed either agents or independent contractors of CSXT. Except as otherwise provided by this Agreement, CSXT shall exercise no control whatsoever over the employment, discharge, compensation of, or services rendered by Agency or Agency's Contractor, or the construction practices, procedures, and professional judgment employed by Agency or its Contractor to complete the Project. Notwithstanding the foregoing, this Section 12 shall in no way affect the absolute authority of CSXT to prohibit Agency or its Contractor or anyone from entering CSXT's property, or to require the removal of any person from its property, if it determines, in its sole discretion, that such person is not acting in a safe manner or that actual or potential hazards in, on or about the Project exists.

13. COMPLETE UNDERSTANDING

The parties agree that this Agreement, including its Exhibits, embodies the complete understanding of the parties with respect to the Project and supersedes all other agreements, verbal or otherwise. In the event of any inconsistency between this Agreement and the Exhibits, the more specific terms of the Exhibits shall be deemed controlling.

14. AMENDMENT; WAIVER

The parties may amend this Agreement only by a written instrument signed by both parties. If either party fails to enforce its respective rights under this Agreement, or fails to insist upon the performance of the other party's obligations hereunder, such failure shall not be construed as a permanent waiver of any rights or obligations in this Agreement.

15. ASSIGNMENT

CSXT may assign this Agreement and all rights and obligations herein to a successor in interest, parent company, affiliate, or future affiliate. Upon assignment of this Agreement by CSXT and the assumption of CSXT's assignee of CSXT's obligations under this Agreement, CSXT shall have no further obligation under this Agreement. Agency shall not assign its rights or obligations under this Agreement without CSXT's prior written approval, which approval may be withheld for any reason.

16. SEVERABILITY

The parties agree that if any part, term or provision of this Agreement is held to be illegal or in conflict with any applicable federal, state, or local law or regulation, such provision shall be severable, with all other provisions remaining valid and enforceable.

17. CONTROLLING LAW

This Agreement shall be construed under the laws of the State of Michigan, exclusive of its choice of law rules.

IN WITNESS WHEREOF, Agency and CSXT have caused their duly authorized representatives to execute this Agreement.

WITNESS:

Irene Dempsey

Print Name: Irene Dempsey

Linda Potter

Print Name: Linda Potter

WITNESS:

Paul Carine

Print: PAUL CARINE

Wendy B. Connelly

Print: Wendy B. Connelly

CITY OF MUSKEGON

By:

Name: Stephen Warrington

Title: Mayor

CSX TRANSPORTATION, INC.

By:

Dale W. Ophardt, Chief Engineer – Design  
& Construction

**EXHIBIT A**  
**ALLOCATION OF WORK**

Subject to Section 2.1, work to be performed or caused to be performed in connection with the Project is allocated as follows:

- A. Agency shall let by contract to its Contractors:
  - 1. Construction of new track alignment through the City of Muskegon
  - 2. Construction of new railroad undergrade bridge over Ryerson Creek.
  - 3. Construction of new at-grade crossing surface.
  - 4. Removal and disposal of all track and materials for the existing track alignment.
  
- B. CSXT shall perform or cause to be performed:
  - 1. Tie-ins for new track from 15' clearance points
  - 2. Railroad Flagging for the project
  - 3. Installation of Grade Crossing Warning Device Installation for Terrace Avenue.
  - 4. Construction Monitoring/Inspection of new installations.
  - 5. Ordering and delivery of new rail to the project location.

## **EXHIBIT B**

### **PLANS AND SPECIFICATIONS**

#### **Plans, Specifications and Drawings:**

As of the date of this Agreement, the following plans, specifications and drawings have been submitted by Agency to CSXT for its review and approval:

Earth Tech's Shoreline Drive Plan Set – dated June 22, 2001.

## EXHIBIT C

### CSXT SPECIAL PROVISIONS

#### DEFINITIONS:

As used in these Special Provisions, all capitalized terms shall have the meanings ascribed to them by the Agreement, and the following terms shall have the meanings ascribed to them below:

"CSXT" shall mean CSX Transportation, Inc., its successors and assigns.

"Agreement" shall mean the Agreement between CSXT and Agency dated as of \_\_\_\_\_, as amended from time to time.

"Agency" shall mean the CITY OF MUSKEGON.

"Contractor" shall have the meaning ascribed to such term by the Agreement.

"Work" shall mean the Project as described in the Agreement.

#### I. AUTHORITY OF CSXT ENGINEER

The authorized representative of CSXT ("CSXT Representative") shall have final authority in all matters affecting the safe maintenance of CSXT operations and CSXT property, and his or her approval shall be obtained by the Agency or its Contractor for methods of construction to avoid interference with CSXT operations and CSXT property and all other matters contemplated by the Agreement and these Special Provisions.

#### II. INTERFERENCE WITH CSXT OPERATIONS

- A. Agency or its Contractor shall arrange and conduct its work so that there will be no interference with CSXT operations, including train, signal, telephone and telegraphic services, or damage to CSXT's property, or to poles, wires, and other facilities of tenants on CSXT's Property or right-of-way. Agency or its Contractor shall store materials so as to prevent trespassers from causing damage to trains, or CSXT Property. Whenever Work is likely to affect the operations or safety of trains, the method of doing such Work shall first be submitted to the CSXT Representative for approval, but such approval shall not relieve Agency or its Contractor from liability in connection with such Work.
- B. If conditions arising from or in connection with the Project require that immediate and unusual provisions be made to protect train operation or CSXT's property, Agency or its Contractor shall make such provision. If the CSXT Representative determines that such provision is insufficient, CSXT may, at the expense of

Agency or its Contractor, require or provide such provision as may be deemed necessary, or cause the Work to cease immediately.

III. NOTICE OF STARTING WORK. Agency or its Contractor shall not commence any work on CSXT Property or rights-of-way until it has complied with the following conditions:

- A. Notify CSXT in writing of the date that it intends to commence Work on the Project. Such notice must be received by CSXT at least ten business days in advance of the date Agency or its Contractor proposes to begin Work on CSXT property. The notice must refer to this Agreement by date and a copy must be sent to the Agency Representative. If flagging service is required, such notice shall be submitted at least thirty (30) business days in advance of the date scheduled to commence the Work.
- B. Obtain authorization from the CSXT Representative to begin Work on CSXT property, such authorization to include an outline of specific conditions with which it must comply.
- C. Obtain from CSXT the names, addresses and telephone numbers of CSXT's personnel who must receive notice under provisions in the Agreement. Where more than one individual is designated, the area of responsibility of each shall be specified.

IV. WORK FOR THE BENEFIT OF THE CONTRACTOR

- A. No temporary or permanent changes to wire lines or other facilities (other than third party fiber optic cable transmission systems) on CSXT property that are considered necessary to the Work are anticipated or shown on the Plans. If any such changes are, or become, necessary in the opinion of CSXT or Agency, such changes will be covered by appropriate revisions to the Plans and by preparation of a force account estimate. Such force account estimate may be initiated by either CSXT or Agency, but must be approved by both CSXT and Agency. Agency or Contractor shall be responsible for arranging for the relocation of the third party fiber optic cable transmission systems, at no cost or expense to CSXT.
- B. Should Agency or its Contractor desire any changes in addition to the above, then it shall make separate arrangements with CSXT for such changes to be accomplished at the Agency or Contractor's expense.

V. HAUL ACROSS RAILROAD

- A. If Agency or its Contractor desires access across CSXT property or tracks at other than an existing and open public road crossing in or incident to construction of the Project, the Agency or Contractor must first obtain the permission of CSXT and

shall execute a license agreement or right of entry satisfactory to CSXT, wherein Agency or Contractor agrees to bear all costs and liabilities related to such access.

- B. Agency and Contractor shall not cross CSXT's property and tracks with vehicles or equipment of any kind or character, except at such crossing or crossings as may be permitted pursuant to this section.

## VI. COOPERATION AND DELAYS

- A. The Agency or its Contractor shall arrange a schedule with CSXT for accomplishing stage construction involving work by CSXT. In arranging its schedule, the Agency or the Contractor shall ascertain, from CSXT, the lead time required for assembling crews and materials and shall make due allowance therefor.
- B. Agency or its Contractor may not charge any costs or submit any claims against CSXT for hindrance or delay caused by railroad traffic; work done by CSXT or other delay incident to or necessary for safe maintenance of railroad traffic; or for any delays due to compliance with these Special Provisions.
- C. Agency and its Contractor shall cooperate with others participating in the construction of the Project to the end that all work may be carried on to the best advantage.
- D. Agency and its Contractor understand and agree that CSXT does not assume any responsibility for work performed by others in connection the Project. Agency and its Contractor further understand and agree that they shall have no claim whatsoever against CSXT for any inconvenience, delay or additional cost incurred by Agency or its Contractor on account of operations by others.

## VII. STORAGE OF MATERIALS AND EQUIPMENT

Agency and its Contractor shall not store their materials or equipment on CSXT's property or where they may potentially interfere with CSXT's operations, unless Agency or Contractor has received CSXT Representative's prior written permission. Agency and its Contractor understand and agree that CSXT will not be liable for any damage to such materials and equipment from any cause and that CSXT may move, or require Agency or its Contractor to move, such material and equipment at Agency's or its Contractor's sole expense. To minimize the possibility of damage to the railroad tracks resulting from the unauthorized use of equipment, all grading or other construction equipment that is left parked near the tracks unattended by watchmen shall be immobilized to the extent feasible so that it cannot be moved by unauthorized persons.

## VIII. CONSTRUCTION PROCEDURES

### A. General

1. Construction work on CSXT property shall be subject to CSXT's inspection and approval.
2. Construction work on CSXT property shall be in accord with CSXT's written outline of specific conditions and with these Special Provisions.
3. Contractor shall observe the terms and rules of the CSXT Safe Way manual, which Agency and Contractor shall be required to obtain from CSXT, and in accord with any other instructions furnished by CSXT or CSXT's Representative.

### B. Blasting

1. Agency or its Contractor shall obtain CSXT Representative's and Agency Representative's prior written approval for use of explosives on or adjacent to CSXT property. If permission for use of explosives is granted, Agency or its Contractor must comply with the following:
  - a. Blasting shall be done with light charges under the direct supervision of a responsible officer or employee of Agency or its Contractor.
  - b. Electric detonating fuses shall not be used because of the possibility of premature explosions resulting from operation of two-way train radios.
  - c. No blasting shall be done without the presence of an authorized representative of CSXT. At least 72 hours' advance notice to CSXT Representative is required to arrange for the presence of an authorized CSXT representative and any flagging that CSXT may require.
  - d. Agency or its Contractor must have at the Project site adequate equipment, labor and materials, and allow sufficient time, to (i) clean up (at Agency's expense) debris resulting from the blasting without any delay to trains; and (ii) correct (at Agency's expense) any track misalignment or other damage to CSXT's property resulting from the blasting, as directed by CSXT Representative, without delay to trains. If Agency's or its Contractor's actions result in delay of any trains, including Amtrak passenger trains, Agency shall bear the entire cost thereof.
  - e. Agency and its Contractor shall not store explosives on CSXT property.

2. CSXT Representative will:

- a. Determine the approximate location of trains and advise Agency or its Contractor of the approximate amount of time available for the blasting operation and clean-up.
- b. Have the authority to order discontinuance of blasting if, in his or her opinion, blasting is too hazardous or is not in accord with these Special Provisions.

IX. MAINTENANCE OF DITCHES ADJACENT TO CSXT TRACKS

Agency or its Contractor shall maintain all ditches and drainage structures free of silt or other obstructions that may result from their operations. Agency or its Contractor shall provide erosion control measures during construction and use methods that accord with applicable state standard specifications for road and bridge construction, including either (1) silt fence; (2) hay or straw barrier; (3) berm or temporary ditches; (4) sediment basin; (5) aggregate checks; and (6) channel lining. All such maintenance and repair of damages due to Agency's or its Contractor's operations shall be performed at Agency's expense.

X. FLAGGING / INSPECTION SERVICE

- A. CSXT has sole authority to determine the need for flagging required to protect its operations and property. In general, flagging protection will be required whenever the Agency or its Contractor or its equipment are, or are likely to be, working within fifty (50) feet of live track or other track clearances specified by CSXT, or over tracks.
- B. Agency shall reimburse CSXT directly for all costs of flagging that is required on account of construction within CSXT property shown in the Plans, or that is covered by an approved plan revision, supplemental agreement or change order.
- C. Agency or its Contractor shall give a minimum of 72 hours' advance notice to CSXT Representative for anticipated need for flagging service. No work shall be undertaken until the flag person(s) is/are at the job site. The estimated number and classifications of flag-persons are shown in the Estimate. If it is necessary for CSXT to advertise a flagging job for bid, it may take up to 30-days to obtain this service, and CSXT shall not be liable for the cost of delays attributable to obtaining such service.
- D. CSXT shall have the right to assign an individual to the site of the Project to perform inspection service whenever, in the opinion of CSXT Representative, such inspection may be necessary. Agency shall reimburse CSXT for the costs

incurred by CSXT for such inspection service. Inspection service shall not relieve Agency or its Contractor from liability for its Work.

- E. CSXT shall render invoices for, and Agency shall pay for, the actual pay rate of the flagpersons and inspectors used, plus standard additives, whether that amount is above or below the rate provided in the Estimate. If the rate of pay that is to be used for inspector or flagging service is changed before the work is started or during the progress of the work, whether by law or agreement between CSXT and its employees, or if the tax rates on labor are changed, bills will be rendered by CSXT and paid by Agency using the new rates. Agency and its Contractor shall perform their operations that require flagging protection or inspection service in such a manner and sequence that the cost of such will be as economical as possible.

#### XI. UTILITY FACILITIES ON CSXT PROPERTY

Agency shall arrange to have any utility facilities on or over CSXT Property changed as may be necessary to provide clearances for the proposed trackage.

#### XII. CLEAN-UP

Agency or its Contractor, upon completion of the Project, shall remove from CSXT's Property any temporary grade crossings, any temporary erosion control measures used to control drainage, all machinery, equipment, surplus materials, falsework, rubbish, or temporary buildings belonging to Agency or its Contractor. Agency or its Contractor, upon completion of the Project, shall leave CSXT Property in neat condition, satisfactory to CSXT Representative.

#### XIII. FAILURE TO COMPLY

If Agency or its Contractor violate or fail to comply with any of the requirements of these Special Provisions, (a) CSXT may require Agency and/or its Contractor to vacate CSXT Property; and (b) CSXT may withhold monies due Agency and/or Contractor; (c) CSXT may require Agency to withhold monies due Contractor; and (d) CSXT may cure such failure and the Agency shall reimburse CSXT for the cost of curing such failure.

CSX TRANSPORTATION, INC.  
FORCE ACCOUNT ESTIMATE

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EXHIBIT 'D'

ESTIMATE SUBJECT TO REVISION AFTER: 04/10/2003 DOT NO.: \_\_\_\_  
CITY: MUSKEGON COUNTY: MUSKEGON STATE: MI  
DESCRIPTION: SHORELINE DRIVE RELOCATION  
DIVISION: Detroit SUB-DIV: FREMONT MILEPOST: CGC-56.65  
DRAWING NO.: \_\_\_\_ DRAWING DATE: \_\_\_\_ REGION: Western  
AGENCY PROJECT NUMBER: 39093

**PRELIMINARY ENGINEERING:**

|                                                  |    |        |           |    |        |
|--------------------------------------------------|----|--------|-----------|----|--------|
| Labor (Non Contract)                             | 15 | Days @ | \$ 250.00 | \$ | 3,750  |
| Surcharge 32.78%                                 |    |        |           | \$ | 1,229  |
| Expenses                                         |    |        |           | \$ | 705    |
| Contracted & Administrative Engineering Services |    |        |           | \$ | 10,500 |
| <b>Subtotal</b>                                  |    |        |           | \$ | 16,184 |

**CONSTRUCTION ENGINEERING/INSPECTION:**

|                                                  |    |        |           |    |         |
|--------------------------------------------------|----|--------|-----------|----|---------|
| Labor (Non Contract)                             | 20 | Days @ | \$ 250.00 | \$ | 5,000   |
| Surcharge 32.78%                                 |    |        |           | \$ | 1,639   |
| Expenses                                         |    |        |           | \$ | 940     |
| Contracted & Administrative Engineering Services |    |        |           | \$ | 180,000 |
| <b>Subtotal</b>                                  |    |        |           | \$ | 187,579 |

**FLAGGING SERVICE: (Contract Labor)**

|                                               |    |         |           |    |        |
|-----------------------------------------------|----|---------|-----------|----|--------|
| Labor (Conductor-Flagman)                     | 15 | Days @  | \$ 350.00 | \$ | 5,250  |
| Labor (Foreman/Inspector)                     | 0  | Days @  | \$ 220.00 | \$ | -      |
| Insurance                                     |    |         |           | \$ | -      |
| Surcharge 111.66% (Transportation Department) |    |         |           | \$ | 5,862  |
| Surcharge 105.91% (Engineering Department)    |    |         |           | \$ | -      |
| Per Diem (Engineering Department)             | 3  | Weeks @ | \$ 360.00 | \$ | 1,080  |
| Expenses                                      | 15 | Days @  | \$ 45.00  | \$ | 675    |
| <b>Subtotal</b>                               |    |         |           | \$ | 12,867 |

**SIGNAL WORK:**

|                              |    |         |
|------------------------------|----|---------|
| Temporary (Details Attached) | \$ | -       |
| Permanent (Details Attached) | \$ | 171,697 |
| <b>Subtotal</b>              | \$ | 171,697 |

**COMMUNICATIONS WORK:**

|                              |    |   |
|------------------------------|----|---|
| Temporary (Details Attached) | \$ | - |
| Permanent (Details Attached) | \$ | - |
| <b>Subtotal</b>              | \$ | - |

**CSX TRANSPORTATION, INC.  
FORCE ACCOUNT ESTIMATE**

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**TRACK: LABOR**

|                             |     |         |          |                  |
|-----------------------------|-----|---------|----------|------------------|
| Traffic Control             | 0   | MAN-HRS | \$ 19.75 | \$ -             |
| Remove Existing Crossing    | 0   | MAN-HRS | \$ 19.75 | \$ -             |
| Renew Cross Ties            | 240 | MAN-HRS | \$ 19.75 | \$ 4,740         |
| Renew Rail                  | 0   | MAN-HRS | \$ 19.75 | \$ -             |
| Install OTM                 | 0   | MAN-HRS | \$ 19.75 | \$ -             |
| Install Field Welds         | 96  | MAN-HRS | \$ 19.75 | \$ 1,896         |
| Install Geo-Textile Fabric  | 0   | MAN-HRS | \$ 19.75 | \$ -             |
| Install Sub-Drains          | 0   | MAN-HRS | \$ 19.75 | \$ -             |
| Install Ballast             | 0   | MAN-HRS | \$ 19.75 | \$ -             |
| Line and Surface            | 240 | MAN-HRS | \$ 19.75 | \$ 4,740         |
| Install Crossing Materials  | 0   | MAN-HRS | \$ 19.75 | \$ -             |
| Install Bituminous Pavement | 0   | MAN-HRS | \$ 19.75 | \$ -             |
|                             | 0   | MAN-HRS | \$ 19.75 | \$ -             |
|                             | 0   | MAN-HRS | \$ 19.75 | \$ -             |
|                             | 0   | MAN-HRS | \$ 19.75 | \$ -             |
| Clean-Up                    | 96  | MAN-HRS | \$ 19.75 | \$ 1,896         |
| Insurance 0.00%             |     |         |          | \$ -             |
| Surcharge 105.91%           |     |         |          | \$ 14,056        |
| Subsistence                 | 68  | MAN-DAY | \$ 90.00 | \$ 6,120         |
| <b>Subtotal</b>             |     |         |          | <b>\$ 33,448</b> |

**TRACK: MATERIAL**

|                                        |      |     |             |                  |
|----------------------------------------|------|-----|-------------|------------------|
| Cross Ties, Main Line                  | 200  | EA  | \$ 35.11    | \$ 7,022         |
| Rail, 136RE, New                       | 7540 | LF  | \$ 9.05     | \$ 68,237        |
| Misc. OTM                              | 1    | LOT | \$ 1,200.00 | \$ 1,200         |
| Geo-Textile Fabric                     | 0    | RL  | \$ 250.00   | \$ -             |
| Sub-Drains                             | 0    | LF  | \$ 6.00     | \$ -             |
| Ballast                                | 660  | NT  | \$ 5.50     | \$ 3,630         |
| Field Welds                            | 4    | EA  | \$ 74.49    | \$ 298           |
|                                        | 0    | --- | \$ -        | \$ -             |
|                                        | 0    | --- | \$ -        | \$ -             |
| Concrete Full Width                    | 0    | TF  | \$ 225.00   | \$ -             |
| Concrete/Rubber Xing (CSX)             | 0    | TF  | \$ 135.00   | \$ -             |
| Rubber Crossing, Full Depth            | 0    | TF  | \$ 280.00   | \$ -             |
| Rubber/Asphalt Crossing (CSX Standard) | 0    | TF  | \$ 87.00    | \$ -             |
| Crossties, 10' Length                  | 0    | EA  | \$ 38.66    | \$ -             |
| Bituminous Material                    | 0    | NT  | \$ 80.00    | \$ -             |
| Material Handling 5.00%                |      |     |             | \$ 4,019         |
| <b>Subtotal</b>                        |      |     |             | <b>\$ 84,406</b> |

**CONTRACT:**

|                             |   |     |           |               |
|-----------------------------|---|-----|-----------|---------------|
| Asphalt Paving (In Place)   | 0 | NT  | \$ 110.00 | \$ -          |
| Disposal of Waste Materials | 1 | LT  | \$ 500.00 | \$ 500        |
| Maintenance of Traffic      | 0 | DAY | \$ 300.00 | \$ -          |
| <b>Subtotal</b>             |   |     |           | <b>\$ 500</b> |

**CSX TRANSPORTATION, INC.  
FORCE ACCOUNT ESTIMATE**

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**EQUIPMENT RENTAL:**

|                         |          |     |             |                 |
|-------------------------|----------|-----|-------------|-----------------|
| Gang Truck              | <u>6</u> | DAY | \$ 180.40   | \$ 1,082        |
| Boom Truck              | <u>6</u> | DAY | \$ 304.16   | \$ 1,825        |
| Dump Truck              | <u>6</u> | DAY | \$ 283.04   | \$ 1,698        |
| Backhoe                 | <u>6</u> | DAY | \$ 141.84   | \$ 851          |
| Compressor              | <u>6</u> | DAY | \$ 113.52   | \$ 681          |
| Air Drill/Wrench        | <u>6</u> | DAY | \$ 11.52    | \$ 69           |
| Tie Tamper (CAT)        | <u>0</u> | DAY | \$ 1,580.16 | \$ -            |
| Tie Tamper (Production) | <u>3</u> | DAY | \$ 785.60   | \$ 2,357        |
| Tie Tamper (Utility)    | <u>0</u> | DAY | \$ 785.60   | \$ -            |
| Ballast Regulator       | <u>3</u> | DAY | \$ 285.60   | \$ 857          |
| Roller                  | <u>0</u> | DAY | \$ 39.12    | \$ -            |
| Barricades              | <u>0</u> | DAY | \$ -        | \$ -            |
| <b>Subtotal</b>         |          |     |             | <b>\$ 9,420</b> |

**TRANSPORTATION:**

(All on Line Miles)

|                 |        |         |             |
|-----------------|--------|---------|-------------|
| <u>0</u>        | CAR/MI | \$ 0.92 | \$ -        |
| <b>Subtotal</b> |        |         | <b>\$ -</b> |

**WORK TRAIN:**

|                 |     |             |                 |
|-----------------|-----|-------------|-----------------|
| <u>1</u>        | DAY | \$ 2,060.10 | \$ 2,060        |
| <b>Subtotal</b> |     |             | <b>\$ 2,060</b> |

**SALVAGE:**

|                 |          |    |          |             |
|-----------------|----------|----|----------|-------------|
| Rail            | <u>0</u> | NT | \$ 65.00 | \$ -        |
| OTM             | <u>0</u> | NT | \$ 75.00 | \$ -        |
| <b>Subtotal</b> |          |    |          | <b>\$ -</b> |

**ACCOUNTING & BILLING:**

|                 |        |        |           |                  |
|-----------------|--------|--------|-----------|------------------|
| Labor           | 32.5   | Days @ | \$ 200.00 | \$ 6,300         |
| Surcharge       | 85.49% |        |           | \$ 5,386         |
| Expenses        |        |        |           | \$ 945           |
| <b>Subtotal</b> |        |        |           | <b>\$ 12,631</b> |

**PROJECT SUBTOTAL:**

**CONTINGENCIES:**

10.00% (Excludes Sig. & Comm.)

**GRAND TOTAL \*\*\*\*\***

|                   |
|-------------------|
| \$ 446,387        |
| \$ 35,910         |
| <b>\$ 566,703</b> |

**DIVISION OF COST:**

|                    |                |                   |
|--------------------|----------------|-------------------|
| Agency             | <u>100.00%</u> | \$ 566,703        |
| Railroad           | <u>0.00%</u>   | \$ -              |
| <b>TOTAL *****</b> |                | <b>\$ 566,703</b> |

Office of Assistant Chief Engineer Public Improvements  
Jacksonville, Florida

Estimated By: DD BOLEN

Telephone: 859-344-8419

DATE: 10/09/2002 REVISED: 02/28/2003

Estimate No. 102389  
**CSX Transportation**  
Terrace Avenue Install Flashing Lights with Gates & Cants  
Muskegon, MI

DOT: new

OP: MI0067

CSX Project: MI2001027

**Summary**

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|                                          |            |
|------------------------------------------|------------|
| Material .....                           | \$ 74,878  |
| Sales Tax .....                          | \$ 4,493   |
| Labor:                                   |            |
| Construction Labor (83 man-days).....    | \$ 20,099  |
| Shop Labor (6 man-days).....             | \$ 960     |
| Subsistence (83 man-days).....           | \$ 8,715   |
| Railroad Engineering, Preliminary .....  | \$ 4,320   |
| Railroad Engineering, Construction ..... | \$ 3,015   |
| Additives to Construction Labor .....    | \$ 21,287  |
| Additives to Shop Labor .....            | \$ 1,193   |
| Additives to Engineering .....           | \$ 6,270   |
| Equipment Expenses (17 work days).....   | \$ 11,050  |
| Waste Management (14 work days).....     | \$ 168     |
| Contract Engineering .....               | \$ 3,300   |
| Freight .....                            | \$ 1,200   |
| AC Power Service .....                   | \$ 7,500   |
| Salvage .....                            | \$ 0       |
| Contract Engineering Cat 1B .....        | \$ 2,650   |
| Contract Engineering Cat 2E .....        | \$ 600     |
| <hr/>                                    |            |
| TOTAL ESTIMATE COST .....                | \$ 171,697 |

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Date: 07/22/2002

Estimated By: Don Norman

NOTE: This estimate should be considered void one year from date of estimate.

**Shop Material List for CSX Project: MI2001027 (Effective: 07/22/2002)**  
**INSTALL FLASHING LIGHTS WITH GATES & CANTS**  
**TERRANCE AVENUE, MI - CGC 57.20**

| Catalog Num | Cond | Unit Price | Qty | Cost    | Description                                                    |
|-------------|------|------------|-----|---------|----------------------------------------------------------------|
| 020-0003386 | 1    | 6781.00    | 1   | 6781.00 | HOUSE 6X6L ALUM INCLUDES 5<br>SHELF, FARADAY CLOSET, 240V      |
| 020-0007673 | 1    | 21.72      | 3   | 65.16   | RESISTOR 16 OHM ADJ SLIDE<br>TYPE 15 WATT ACCEPTABLE           |
| 020-0016116 | 1    | 291.51     | 3   | 874.53  | DRIVER MODEL TD-1A TRACK<br>ELECTRO PNEUMATIC                  |
| 020-0016117 | 1    | 174.85     | 1   | 174.85  | GENERATOR MODEL ACG-2T AC<br>ELECTRO PNEUMATIC                 |
| 020-0017120 | 1    | 13.41      | 4   | 53.64   | BLOCK TERMINAL 12 WAY SINGLE<br>STRIP AAR DWG 10544 MP 14.1.6  |
| 020-0017209 | 1    | 224.68     | 1   | 224.68  | TRANSFORMER 010520-20X LIGHT<br>300 VA MOD SLT-20 SAFETRAN     |
| 020-0017211 | 1    | 277.29     | 1   | 277.29  | TRANSFORMER 010520-50X LIGHT<br>750VA MOD SLT 50 SAFETRAN PRI  |
| 020-0017311 | 1    | 22.89      | 14  | 320.46  | RESISTOR 029602-52X ADJ 0.035<br>TO 1.50 OHMS SAFETRAN PL K326 |
| 020-0021965 | 1    | 9.05       | 1   | 9.05    | EXTRACTOR DWG 59688-4<br>TERMINAL GRS CAT P3-308 REF           |
| 020-0022651 | 1    | 48.76      | 14  | 682.64  | PLUGBOARD KIT TYPE B1 OR ST1<br>RELAY ASSEMBLY WITH 22 EACH    |
| 020-0025595 | 1    | 16.94      | 1   | 16.94   | WRENCH DWG 55393-3 GR1 "E"<br>TERMINAL POST NUT GRS CAT        |
| 020-0053360 | 1    | 400.68     | 4   | 1602.72 | CHARGER BATTERY ELC 12/20 S<br>20 AMP 10-19.9 VDC ROTARY SW    |
| 020-0056863 | 1    | 427.68     | 1   | 427.68  | TIMER SLT-1 HARMON P/N<br>800-086000-025 15 MINUTES            |
| 020-0056920 | 1    | 31.32      | 3   | 93.96   | RESISTOR 029603-4X ADJ 0.77<br>TO 8 OHMS SAFETRAN              |
| 020-0660075 | 1    | 355.10     | 1   | 355.10  | ARRESTER GE 9L10KAA212 FOR<br>APPLICATION ON 120 VOLT          |
| 020-0750090 | 1    | 4.99       | 6   | 29.94   | NUT INSULATED SAFETRAN<br>023408-1X 1-3/16" FOR 120V AC        |
| 020-0770060 | 1    | 10.76      | 58  | 624.08  | ARRESTER US&S N451552-0201<br>TRACK SERIES RED LABEL USGA      |
| 020-1940055 | 1    | 5.42       | 1   | 5.42    | CONTAINER CIRCUIT PRINT 24"<br>SCHEDULE 20 4" PVC PIPE WITH    |
| 020-3430110 | 1    | 270.00     | 4   | 1080.00 | RELAY SAFETRAN 400004 500<br>OHMS CONTACTS 4FB-2F-1B CSX       |
| 020-3430115 | 1    | 518.40     | 2   | 1036.80 | RELAY SAFETRAN 400005 500<br>OHMS CONTACTS 4FB HEAVY DUTY      |
| 020-3430135 | 1    | 399.60     | 1   | 399.60  | RELAY SAFETRAN 400213 460<br>OHMS CONTACTS 2FB CSX             |
| 020-3430150 | 1    | 345.60     | 3   | 1036.80 | RELAY SAFETRAN 400510 2.0<br>OHMS CONTACTS 4FB-2F-1B CSX       |
| 020-3430170 | 1    | 425.16     | 2   | 850.32  | RELAY SAFETRAN 400800-CSX<br>100/100 OHMS CONTACTS 6FB         |
| 020-3430185 | 1    | 378.00     | 2   | 756.00  | RELAY SAFETRAN 400700-X 60<br>OHMS CONTACTS 4FB CSX            |
| 020-3650750 | 1    | 1.92       | 2   | 3.84    | RESISTOR FIXED 1000 OHMS<br>3-WATT 5 PERCENT TOLERANCE         |
| 020-4200100 | 1    | 5.93       | 3   | 17.79   | CONNECTOR BUS 1" CENTERS 1/2"<br>X 36" 18 GAGE PUNCHED 1/4" X  |
| 020-4200340 | 1    | 1.04       | 58  | 60.32   | LINK TEST OFFSET LINK 1IN<br>CENTERS INSULATED W/SPECIAL       |
| 020-4200360 | 1    | 4.47       | 12  | 53.64   | LINK INSUL TEST 2-3/8"<br>CENTERS CENTER CONTROL TEST          |
| 020-8000067 | 1    | 14.21      | 2   | 28.42   | LOCK AMERICAN H10S1GRA CSX<br>SIGNAL PADLOCK WITH BLACK        |

**Shop Material List for CSX Project: MI2001027 (Effective: 07/22/2002)**  
**INSTALL FLASHING LIGHTS WITH GATES & CANTS**  
**TERRANCE AVENUE, MI - CGC 57.20**

| Catalog Num    | Cond | Unit Price | Qty | Cost Description                                             |
|----------------|------|------------|-----|--------------------------------------------------------------|
| 020-8100034    | 1    | 2421.90    | 1   | 2421.90 RECORDER EVENT HARMON HAWK<br>ASSEMBLY COMPLETE WITH |
| Total Cost: \$ |      |            |     | 20364.57                                                     |

**Field Material List for CSX Project: MI2001027 (Effective: 07/22/2002)**  
**INSTALL FLASHING LIGHTS WITH GATES & CANTS**  
**TERRANCE AVENUE, MI - CGC 57.20**

| Catalog Num | Cond | Unit Price | Qty | Cost    | Description                    |
|-------------|------|------------|-----|---------|--------------------------------|
| N/A         |      | 9880.00    | 1   | 9880.00 | SIGNAL HWY XING 32 ALUM 2 MAST |
| 020-0013585 | 1    | 247.32     | 1   | 247.32  | CANTLR W1-WAY 12" MAIN FRONT   |
| 020-0013906 | 1    | 3.92       | 350 | 1372.00 | BOX 6410 JUNCTION-16 WAY CSX   |
| 020-0014000 | 1    | 2.82       | 350 | 987.00  | DWG SS641A INCLS 16 DOUBLE     |
| 020-0014605 | 1    | 2296.80    | 1   | 2296.80 | CABLE UG 16 COND 6 NO 6 AWG    |
| 020-0014606 | 1    | 3399.58    | 1   | 3399.58 | SOLID C 10 NO 14 AWG SOLID C   |
| 020-0016115 | 1    | 108.50     | 3   | 325.50  | CABLE UG 10 COND NO 9 AWG      |
| 020-0017605 | 1    | 0.18       | 50  | 9.00    | SOLID C CSX SPEC SS796 SHOW    |
| 020-0017630 | 1    | 0.10       | 50  | 5.00    | FOUNDATION 5'-6-1/2" SECT      |
| 020-0052480 | 1    | 9.38       | 4   | 37.52   | PRECAST CONCRETE ASSY BOLT     |
| 020-0052925 | 1    | 0.63       | 5   | 3.15    | FOUNDATION DIXIE PRECAST       |
| 020-0053158 | 1    | 0.43       | 2   | 0.86    | DP8-B 5-6" SECT PRECAST CON    |
| 020-0053245 | 1    | 0.99       | 300 | 297.00  | RECTIFIER EPC 800-004080-000   |
| 020-0053250 | 1    | 1.42       | 175 | 248.50  | MODEL RING-10 FOR STYLE "C"    |
| 020-0054075 | 1    | 1382.43    | 1   | 1382.43 | WIRE CASE 10 AWG FLEX CSX      |
| 020-0055425 | 1    | 63.07      | 4   | 252.28  | SPEC SS796 OKONITE             |
| 020-0056419 | 1    | 26.31      | 2   | 52.62   | WIRE CASE NO 16 AWG FLEX CSX   |
| 020-0056463 | 1    | 4878.20    | 2   | 9756.40 | SPEC SS796 FURN 1000 FT SPOOL  |
| 020-0056464 | 1    | 63.07      | 4   | 252.28  | ARM 02511 LONG EXTENSION DWG   |
| 020-0057001 | 1    | 0.46       | 50  | 23.00   | SS225 ALUMINUM USE W/STOP ON   |
| 020-0057275 | 1    | 0.61       | 450 | 274.50  | BAND C-206 BAND IT 3/4 IN      |
| 020-0068543 | 1    | 8581.00    | 1   | 8581.00 | STAINLESS STEEL FURNISHED IN   |
| 020-1040302 | 1    | 139.04     | 19  | 2641.76 | BUCKLE C-256 BAND-IT 3/4 INCH  |
| 020-1040304 | 1    | 167.48     | 6   | 1004.88 | STAINLESS STEEL 100 PER BOX    |
| 020-1040550 | 1    | 37.89      | 4   | 151.56  | CABLE UG 3 COND NO 9 AWG       |
| 020-1153550 | 1    | 2.80       | 6   | 16.80   | SOLID C CSX SPEC SS796 SHOW    |
| 020-1360014 | 1    | 713.86     | 1   | 713.86  | CABLE UG 5 COND NO 9 AWG       |
| 020-1360016 | 1    | 15.78      | 1   | 15.78   | SOLID C CSX SPEC SS796 SHOW    |
| 020-1360103 | 1    | 950.76     | 1   | 950.76  | GATE SK-1000-C KEEPER NORMAL   |

**Field Material List for CSX Project: MI2001027 (Effective: 07/22/2002)**  
**INSTALL FLASHING LIGHTS WITH GATES & CANTS**  
**TERRANCE AVENUE, MI - CGC 57.20**

| Catalog Num           | Cond | Unit Price | Qty | Cost Description                                                     |
|-----------------------|------|------------|-----|----------------------------------------------------------------------|
| 020-2060060           | 1    | 362.52     | 2   | 725.04 FOUNDATION ASSY 5'-7" HT TYPE<br>S-2 SECTIONAL PRECAST        |
| 020-3901895           | 1    | 81.00      | 2   | 162.00 TIP FLEX HWY CROSSING GATE 24<br>IN LONG RED & WHITE STRIPES  |
| 020-3920200           | 1    | 185.88     | 2   | 371.76 BELL GCWD ELECTRONIC 4" OR 5"<br>MAST 8 TO 13 VOLTS DC GSI PN |
| 020-3930010           | 1    | 3.60       | 2   | 7.20 KIT GATE ARM WARNING STICKER<br>KIT INCLUDES 1-EA 5"X3"         |
| 020-4200340           | 1    | 1.04       | 50  | 52.00 LINK TEST OFFSET LINK 1IN<br>CENTERS INSULATED W/SPECIAL       |
| 020-4200900           | 1    | 0.20       | 14  | 2.80 CONNECTOR SHEATHING AMP<br>329860 FOR NO. 14 WIRE               |
| 020-8000067           | 1    | 14.21      | 3   | 42.63 LOCK AMERICAN H10S1GRA CSX<br>SIGNAL PADLOCK WITH BLACK        |
| 020-9999991           | 1    | 100.00     | 1   | 100.00 BLOCKING AND BRACING FOR<br>PROJECTS BURCO DIST               |
| 360-0006100           | 1    | 33.44      | 1   | 33.44 STOOL STEP WOOD 14"X 20"<br>SIGNAL MAINTAINERS CSXT            |
| 360-0800145           | 1    | 4.39       | 1   | 4.39 BROOM WAREHOUSE CORN HVY DUTY<br>ID300                          |
| 470-0060316           | 1    | 17.07      | 1   | 17.07 CLEANER SEALANT HILTI<br>CP120-P2 DIS- PENSER 17 OZ            |
| <b>Total Cost: \$</b> |      |            |     | <b>46697.47</b>                                                      |

**Consumables List for CSX Project: MI2001027 (Effective: 07/22/2002)**  
**INSTALL FLASHING LIGHTS WITH GATES & CANTS**  
**TERRANCE AVENUE, MI - CGC 57.20**

| Catalog Num           | Cond | Unit Price | Qty | Cost Description                                                    |
|-----------------------|------|------------|-----|---------------------------------------------------------------------|
| N/A                   |      | 800.00     | 1   | 800.00 GRAVEL                                                       |
| N/A                   |      | 630.00     | 8   | 5040.00 JOINT, INSULATED                                            |
| N/A                   |      | 53.00      | 16  | 848.00 WELD FIELD                                                   |
| 020-0017605           | 1    | 0.18       | 200 | 36.00 WIRE CASE 10 AWG FLEX CSX<br>SPEC SS796 OKONITE               |
| 020-0017607           | 1    | 0.46       | 200 | 92.00 WIRE CASE TW PR NO 10 AWG<br>FLEX CSX SPEC SS796 TWIST 2      |
| 020-0017630           | 1    | 0.10       | 200 | 20.00 WIRE CASE NO 16 AWG FLEX CSX<br>SPEC SS796 FURN 1000 FT SPOOL |
| 020-0017636           | 1    | 1.68       | 50  | 84.00 WIRE SIGNAL DEL 018 NO 6<br>COPPER TWISTED PAIR FOR           |
| 020-0028610           | 1    | 0.49       | 100 | 49.00 TERMINAL RING AMP 35628<br>YELLOW PLASTI-BOND HVY DUTY        |
| 020-0056762           | 1    | 0.56       | 100 | 56.00 TAG SLEEVE CRITCHLEY<br>HK095WEINF038B 550/ROLL               |
| 020-0056764           | 1    | 0.35       | 20  | 7.00 TAG SLEEVE 1/2 X 1-1/2" LG<br>WHITE RAYCHEM PERMARK            |
| 020-0057001           | 1    | 0.46       | 100 | 46.00 TAG SLEEVE CRITCHLEY<br>HS064WE1TS038 THERMAL                 |
| 020-0057010           | 1    | 0.17       | 15  | 2.55 TAG CRITCHLEY HPK04WE1TX<br>THERMAL TRANSFER PER 5000          |
| 020-4251190           | 1    | 0.56       | 100 | 56.00 TERMINAL RING AMP 35627 BLACK<br>PLASTI-BOND WIRE SIZE 10-12  |
| 250-0010780           | 1    | 6.05       | 110 | 665.50 CONDUIT GALV RIGID 4"STL 10<br>LENGTH W/TAPERED THREADS ON   |
| 250-6850686           | 1    | 2.31       | 3   | 6.93 TAPE ELECTRIC 3/4IN 3M33 SIG<br>PROJEC 3M SCOTCH BRAND 33      |
| 250-6880660           | 1    | 0.19       | 15  | 2.85 TERMINAL AMP 33465 6 STUD<br>1/4"                              |
| 250-6880680           | 1    | 0.19       | 10  | 1.90 TERMINAL AMP 33467 6 STUD 3/8<br>BOWMAN 23295 3M 15-38-W 100   |
| 450-0019212           | 1    | 0.02       | 100 | 2.00 SCREW 10 X 1" SHT METAL PAN<br>HD TYPE A COARSE THREAD         |
| <b>Total Cost: \$</b> |      |            |     | <b>7815.73</b>                                                      |

## **EXHIBIT E**

### **PAYMENT SCHEDULE**

#### **\* 50/50 Payment in Advance**

Upon delivery of notice to proceed with the Project, Agency will deposit with CSXT a sum equal to fifty percent (50%) of the Reimbursable Expenses as shown by the Estimate. Prior to the incurrence of Reimbursable Expenses in excess of such deposit, together with subsequent deposits, Agency shall deposit an additional sum equal to the then remaining balance of the Reimbursable Expenses as shown by the Estimate.

## EXHIBIT F

### INSURANCE REQUIREMENTS

#### I. Insurance Policies:

Agency and Contractor, if and to the extent that either is performing work on or about CSXT's property, shall procure and maintain the following insurance policies:

1. Commercial General Liability coverage at their sole cost and expense with limits of not less than \$5,000,000 in combined single limits for bodily injury and/or property damage per occurrence, and such policies shall name CSXT as an additional named insured.
2. Statutory Worker's Compensation and Employers Liability Insurance with limits of not less than \$1,000,000, which insurance must contain a waiver of subrogation against CSXT and its affiliates.
3. Commercial automobile liability insurance with limits of not less than \$500,000 combined single limit for bodily injury and/or property damage per occurrence, and such other insurance as CSXT may reasonably require.
4. Railroad protective liability insurance with limits of not less than \$5,000,000 combined single limit for bodily injury and/or property damage per occurrence and an aggregate annual limit of \$10,000,000, which insurance shall satisfy the following additional requirements:
  - a. The insurer must be financially stable and rated B+ or better in Best's Insurance Reports.
  - b. The Railroad Protective Insurance Policy must be on the ISO/RIMA Form of Railroad Protective Insurance - Insurance Services Office (ISO) Form CG 00 35.
  - c. CSX Transportation must be named as the named insured on the Railroad Protective Insurance Policy.
  - d. Name and Address of Contractor and Agency must be shown on the Declarations page.
  - e. Description of operations must appear on the Declarations page and must match the Project description, including project or contract identification numbers.
  - f. Authorized endorsements must include the Pollution Exclusion Amendment - CG 28 31, unless using form CG 00 35 version 96 and

later.

g. Authorized endorsements may include:

- (i). Broad Form Nuclear Exclusion - IL 00 21
- (ii) 30-day Advance Notice of Non-renewal or cancellation
- (iii) Required State Cancellation Endorsement
- (iv) Quick Reference or Index - CL/IL 240

h. Authorized endorsements may not include:

- (i) A Pollution Exclusion Endorsement except CG 28 31
- (ii) A Punitive or Exemplary Damages Exclusion
- (iii) A "Common Policy Conditions" Endorsement
- (iv) Any endorsement that is not named in Section 4 (f) or (g) above.
- (v) Policies that contain any type of deductible

5. Such additional or different insurance as CSXT may require.

## II. Additional Terms

1. Contractor must submit its original insurance policies and two copies and all notices and correspondence regarding the insurance policies to:

Walter D. Tyler, CPCU, ARM  
CSX Transportation, Inc.  
Risk Management  
301 West Bay Street  
BellSouth Tower  
Jacksonville, FL 32202

2. Neither Agency nor Contractor may begin work on the Project until it has received CSXT's written approval of the required insurance policies.

## SCHEDULE I

### CONTRACTOR'S ACCEPTANCE

To and for the benefit of CSX Transportation, Inc. ("CSXT") and to induce CSXT to permit Contractor on or about CSXT's property for the purposes of performing work in accordance with the Agreement dated January 28, 2003, between CITY OF MUSKEGON and CSXT, Contractor hereby agrees to abide by and perform all applicable terms of the Agreement, including, but not limited to Exhibits C and F to the Agreement, and Sections 3, 9 and 11 of the Agreement.

Contractor: \_\_\_\_\_

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_