

CITY OF MUSKEGON

CITY COMMISSION MEETING

JANUARY 23, 2001

CITY COMMISSION CHAMBERS @ 5:30 P.M.

AGENDA

- ❑ **CALL TO ORDER:**
- ❑ **PRAYER:**
- ❑ **PLEDGE OF ALLEGIANCE:**
- ❑ **ROLL CALL:**
- ❑ **HONORS AND AWARDS:**
- ❑ **PRESENTATIONS:**
- ❑ **CONSENT AGENDA:**
 - a. Approval of Minutes. CITY CLERK
 - b. Community Relation Committee 2001 Appointments. COMMUNITY RELATIONS COMMITTEE
 - c. Request to Dissolve a Planned Unit Development for 1050 West Western Avenue (Waterfront Centre). PLANNING & ECONOMIC DEVELOPMENT
 - d. Alley Vacation in Jeannot Court, Block 2. PLANNING & ECONOMIC DEVELOPMENT
 - e. 2001 Water Treatment Chemical Bids. WATER FILTRATION
 - f. DNR Agreement for Engineering Study. LEISURE SERVICES
 - g. Port City Princess. LEISURE SERVICES
 - h. Fertilizer Bids. LEISURE SERVICES
 - i. Resolution for Charitable Gaming License (Muskegon Yacht Club). CITY CLERK
- ❑ **PUBLIC HEARINGS:**
 - a. Special Assessment District Barclay Street. ENGINEERING
 - b. Special Assessment District Sherman Blvd. ENGINEERING
- ❑ **COMMUNICATIONS:**
- ❑ **CITY MANAGER'S REPORT:**
- ❑ **UNFINISHED BUSINESS:**

- a. Request for Resolution for Gaming License (Muskegon Connection Golf Club). CITY CLERK

❑ **NEW BUSINESS:**

- a. Charter Parks. LEISURE SERVICE
- b. Parking Lease – West Michigan Dock & Market Corp. CITY MANAGER
- c. Arena Contract. LEISURE SERVICES
- d. Arena Maintenance. LEISURE SERVICES
- e. Community Center RFP. LEISURE SERVICES
- f. 2001 Police Cruiser Purchase. PUBLIC WORKS
- g. Plow Truck Chassis. PUBLIC WORKS
- h. Fair Housing Impediment Study. COMMUNITY AND NEIGHBORHOOD SERVICES
- i. Housing Commission Appointments. CITY MANAGER

❑ **ANY OTHER BUSINESS:**

❑ **PUBLIC PARTICIPATION:**

❑ **CLOSED SESSION:**

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

❑ **ADJOURNMENT:**

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

Commission Meeting Date: January 23, 2001

Date: January 3, 2001
To: Honorable Mayor and City Commissioners
From: Planning & Economic Development
RE: Request to Dissolve a Planned Unit Development for 1050 W. Western Ave. (Waterfront Centre)

SUMMARY OF REQUEST:

Request to dissolve the Planned Unit Development (PUD) previously granted for a mixed-use development at 1050 W. Western Ave. (Waterfront Centre).

FINANCIAL IMPACT:

None

BUDGET ACTION REQUIRED:

None

STAFF RECOMMENDATION:

Staff recommends approval of the request.

COMMITTEE RECOMMENDATION:

The Planning Commission recommended approval of the request. The vote was unanimous.

**Staff Report [EXCERPT]
CITY OF MUSKEGON
PLANNING COMMISSION
REGULAR MEETING**

December 13, 2000

Hearing; Case 2000-49: Staff-initiated request to dissolve the Planned Unit Development previously granted to the Waterfront Centre for a mixed-use development at 1050 W. Western Ave.

BACKGROUND

The Waterfront Centre property is currently in foreclosure. As plans for redevelopment of this property are then, of necessity, on hold, staff is asking to dissolve the Planned Unit Development which was previously granted for the property. This would give the property a 'clean slate' for any potential new developers who may come forward in the future, and not hold them to the previously approved site plan for the property.

Staff has received one phone call on this request, from Steve Gawron, President of Nims Neighborhood Association. Mr. Gawron had some questions about the reason for dissolving the PUD.

CITY OF MUSKEGON

RESOLUTION 2001-7(c)

**RESOLUTION TO DISSOLVE THE PLANNED UNIT DEVELOPMENT PREVIOUSLY
GRANTED FOR 1050 W. WESTERN AVE. (WATEFFRONT CENTRE)**

WHEREAS, a planned unit development and associated site plan had previously been approved for the Waterfront Centre at 1050 W. Western Ave.; and,

WHEREAS, the project was not able to proceed and the property is currently under foreclosure; and,

WHEREAS, proper notice was given by mail and publication and public hearings were held by the City Planning Commission and by the City Commission to consider said petition, during which all interested persons were given an opportunity to be heard in accordance with provisions of the Zoning Ordinance and State Law; and

WHEREAS, the Planning Commission and staff have recommended to dissolve the planned unit development.

NOW, THEREFORE, BE IT RESOLVED that the recommendation by staff and the City Planning Commission be accepted and the planned unit development for 1050 W. Western Ave. is hereby dissolved

Adopted January 23, 2001.

Ayes: Sieradzki, Spataro, Aslakson, Benedict, Nielsen, Schweifler,
Shepherd

Nays: None

Absent: None

By: _____

Fred J. Nielsen, Mayor

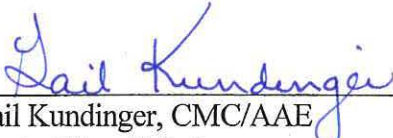
Attest: _____

Gail A. Kunding, Clerk

CERTIFICATE

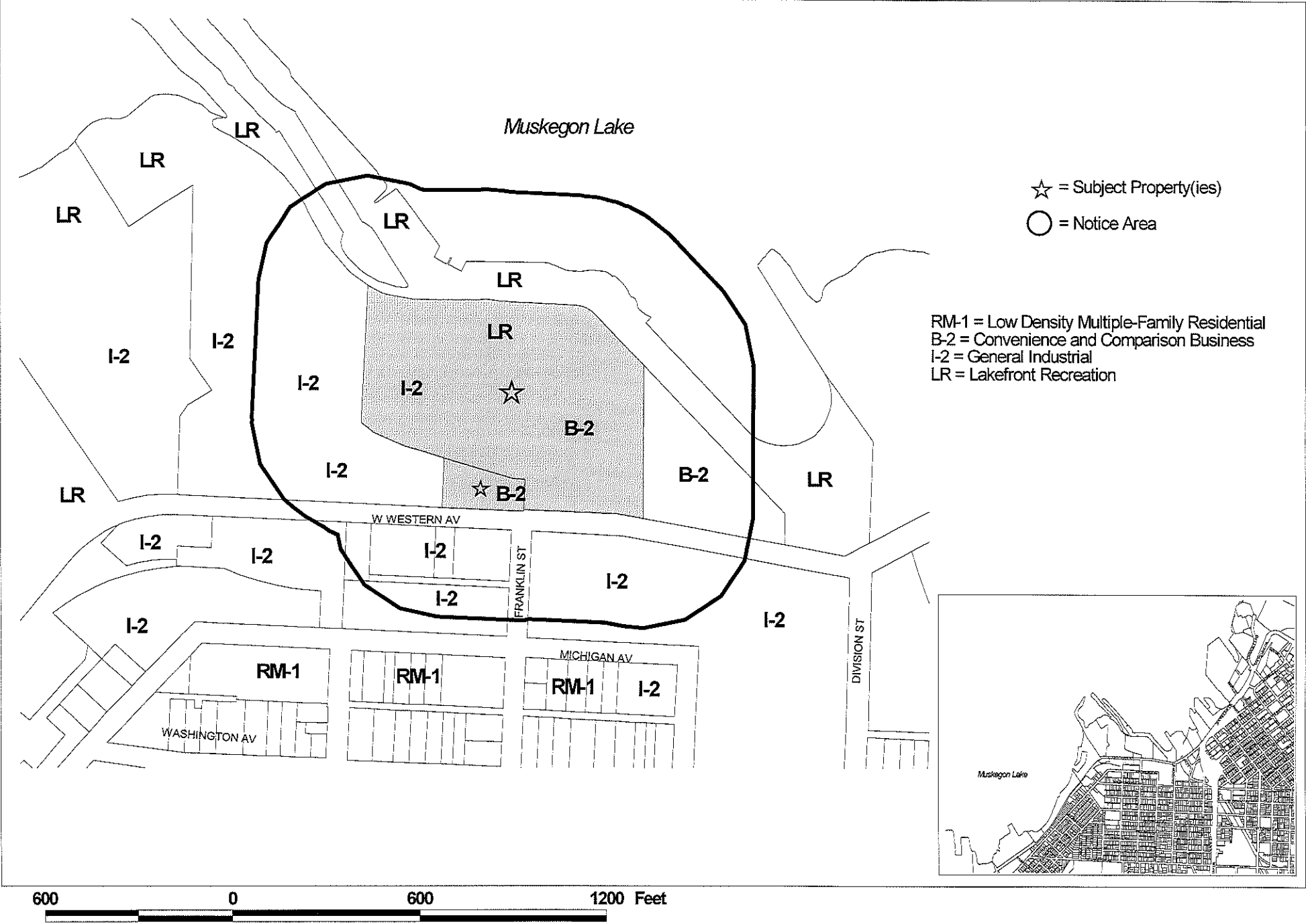
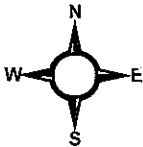
The undersigned, being the duly qualified clerk of the City of Muskegon, Muskegon County, Michigan, does hereby certify that the foregoing is a true and complete copy of a resolution adopted by the City Commission of the City of Muskegon, at a regular meeting of the City Commission on the 23rd day of January, 2001, at which meeting a quorum was present and remained throughout, and that the original of said ordinance is on file in the records of the City of Muskegon. I further certify that the meeting was conducted and public notice was given pursuant to and in full compliance with Act No. 267, Public Acts of Michigan of 1976, as amended, and that minutes were kept and will be or have been made available as required thereby.

DATED: January 23, 2001.



Gail Kunding, CMC/AAE
Clerk, City of Muskegon

City of Muskegon
Planning Commission
Case #2000-49



Commission Meeting Date: January 23, 2001

Date: January 3, 2001
To: Honorable Mayor and City Commissioners
From: Planning & Economic Development
RE: Alley Vacation in Jeannot Court, Block 2

SUMMARY OF REQUEST:

Request for vacation of the existing east/west alley only in Jeannot Court, Block 2, bounded by Laketon Ave., Nevada St., Windsor Ave. and Franklin St.

FINANCIAL IMPACT:

None

BUDGET ACTION REQUIRED:

None

STAFF RECOMMENDATION:

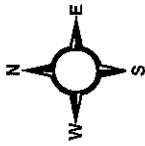
Staff recommends vacation of the proposed alley, as described above, with the condition that all City easement rights be retained.

COMMITTEE RECOMMENDATION:

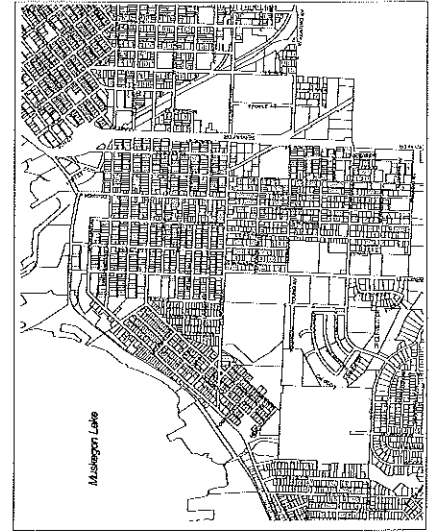
The Planning Commission recommended denial of the request for vacation of the proposed alley. The vote was:

Yes (Denial):	Abraham, Mazade, Nielsen, Smith, Sartorius, Coleman, Kleaveland
No:	Aslakson
Absent:	Veltkamp

City of Muskegon Planning Commission Case #2000-47



 = Subject Property(ies)
 = Notice Area



CITY OF MUSKEGON

RESOLUTION 2001-7(d)

RESOLUTION TO VACATE A PUBLIC ALLEY

(DENIAL)

WHEREAS, a petition has been received to vacate the existing east/west alley only in Jeannot Court, Block 2, bounded by Laketon Ave., Nevada St., Windsor Ave. and Franklin St., City of Muskegon; and

WHEREAS, the Planning Commission held a public hearing on December 13, 2000 to consider the petition and subsequently recommended denial of the vacation; and

WHEREAS, due notice had been given of said hearing as well as the January 23, 2001 City Commission meeting to consider the recommendation of the Planning Commission;

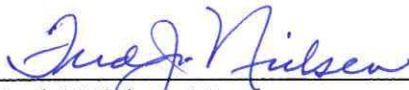
NOW, THEREFORE, BE IT RESOLVED that the City Commission does not deem it advisable for the public interest to vacate and discontinue the alley;

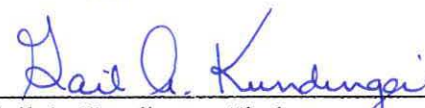
Adopted this 23rd day of January 2001.

Ayes: Sieradzki, Spataro, Aslakson, Benedict, Nielsen, Schweifler,
Shepherd

Nays: None

Absent: None

By: 
Fred J. Nielsen, Mayor

Attest: 
Gail A. Kunderger, 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 23, 2001.


Gail Kunderger, CMC/AEE
Clerk, City of Muskegon

Staff Report [EXCERPT]
CITY OF MUSKEGON
PLANNING COMMISSION
REGULAR MEETING

December 13, 2000

Hearing; Case 2000-47: Request for vacation of the existing east/west alley in Jeannot Court, Block 2 (bounded by Laketon Ave., Nevada St., Windsor Ave. and Franklin St.), by Helen Johnson.

BACKGROUND

In 1994, the west half of this alley was vacated, at the request of WESCO, Inc. Ms. Johnson is currently requesting to vacate the remaining portion of this east/west alley. There is an existing north/south alley in the same block, which is not part of this request, and will remain open as a dead-end alley if this request is approved.

The City Engineer has no objections to vacating this portion of alley, provided that all easement rights are retained. The Fire Marshal has no objection to vacating this portion of alley. Staff has not yet received comments from the Department of Public Works.

CITY OF MUSKEGON
PLANNING COMMISSION
REGULAR MEETING
MINUTES
[EXCERPT]

December 13, 2000

The meeting was called to order at 4:04 p.m. by Chairman P. Sartorius, and roll was taken.

MEMBERS PRESENT: M. Kleaveland, B. Mazade, F. Nielsen, L. Abraham, D. Coleman,
P. Sartorius, J. Aslakson, , B. Smith

MEMBERS ABSENT: P. Veltkamp, excused

STAFF PRESENT: D. Steenhagen, L. Anguilm, B. Moore

OTHERS PRESENT: Steve Gunn, *Muskegon Chronicle*; Charles Johnson, 1954 Jarman;
John Johnson, son of applicant Helen Johnson; Joe from WESCO,
2125 Carter, Norton Shores; Student from Muskegon High School,
445 Houston

PUBLIC HEARINGS

Case 2000-47 - Request for vacation of the existing east/west alley in Jeannot Court, Block 2 (bounded by Laketon Ave., Nevada St., Windsor Ave. and Franklin St.), by Helen Johnson – D. Steenhagen gave the staff report and indicated that in 1994, the west half of this alley was vacated, at the request of WESCO, Inc. Ms. Johnson is currently requesting to vacate the remaining portion of this east/west alley. There is an existing north/south alley in the same block, which is not part of this request, and will remain open as a dead-end alley if this request is approved. Staff recommends the request be approved. The City Engineer has no objections to vacating this portion of alley, provided that all easement rights are retained. The Fire Marshal has no objection to vacating this portion of alley. Staff has not yet received comments from the Department of Public Works. J. Johnson and C. Johnson both spoke on behalf of their mother, Helen Johnson. They explained the reasons for the request and answered questions from Commissioners. They stated that there has been a large increase in traffic through the remaining alley since the west half was vacated in 1994. They also felt that since WESCO has been using the alley that damage has been done on their property by large delivery trucks entering and exiting through the east end of the alley. Joe, representing WESCO, explained the reason that it would pose a hardship on the business if the alley was closed. Their trucks do use the alley for deliveries to avoid disturbing the neighbors on Nevada Street. A motion to close the public hearing was made by B. Mazade, supported by M. Kleaveland, and unanimously approved. A motion to recommend to the City Commission that the vacation of the east/west alley in Jeannot Court, Block 2 be denied because it is a public alley and objections were raised by neighboring property owners, was made by M. Kleaveland, supported by F. Nielsen, and approved by majority vote, with J. Aslakson voting no.

Date: December 19, 2000
To: Honorable Mayor and City Commissioners
From: Water Filtration Plant
RE: 2001 Water Treatment Chemical Bids

SUMMARY OF REQUEST:

Recommend endorsement of lowest responsible bidders to supply aluminum sulfate, sodium hypochlorite, and fluoride for the Water Filtration Plant

FINANCIAL IMPACT:

Annual cost of \$70,975.00 (based on average annual water pumped to mains).

BUDGET ACTION REQUIRED:

None at this time. These chemicals are budgeted annually.

STAFF RECOMMENDATION:

Staff recommends the Mayor and City Commission endorse the low bid received and the contract renewals and enter into contracts with General Chemical, Alexander Chemical, and Lucier Chemical for aluminum sulfate, sodium hypochlorite, and fluoride respectively.

COMMITTEE RECOMMENDATION

MEMORANDUM

12/19/00

TO: R. KUHN, DPW

FROM: R. VENEKLASSEN, WFP

RE: CHEMICAL BIDS – WATER FILTRATION PLANT

BACKGROUND

In 1996 the Water Filtration Plant began the process of competitively bidding water treatment chemicals jointly with the Cities of Grand Haven, Grand Rapids, Wyoming and Holland. The original bids (1996) allowed for mutually agreed upon annual contract renewal. Subsequent bids have also allowed for contract renewal in two or three year intervals.

HISTORICAL CHEMICAL COSTS

This process worked in the City's favor as the costs for treatment chemicals over the past four years have remained low. This is best indicated in the following table:

YEAR	ALUMINUM SULFATE	CHLORINE	FLUORIDE
1989	138.08	450.00	207.33
1990	141.79	460.00	160.00
1991	144.65	330.00	152.72
1992	143.00	235.00	150.88
1993	138.92	375.00	153.00
1994	136.89	375.00	165.00
1995	136.80	360.00	153.50
1996	136.29 (6 mos.)	395.00	138.80
1997	125.00	332.00	129.00
1998	125.00	332.00 (7 months)	129.00
1999	125.00	107.67	141.50
2000	136.50	107.67	141.50

NOTE: Began use of Sodium Hypochlorite as disinfectant in 1998.

In January of 1998 joint bids were released for Sodium Hypochlorite with the Cities of Wyoming and Holland. Again the process was successful and a favorable cost was obtained for the Hypochlorite.

The historical annual average chemical usage in tons, based on average pumpage is:

CHEMICAL	TONS
Aluminum Sulfate	210
Sodium Hypochlorite	300
Fluoride	70

CHEMICAL BIDDING FOR 2001

2000 was the first year, of two years possible, for bids for Aluminum Sulfate. This was the last year for Hypochlorite. Fluoride was re-bid for 1999 in the three-year format.

The Fluoride supplier, Lucier Chemical, Inc. (LCI) has indicated that they will raise the current price of \$141.50 per ton to \$145.00 as allowed in the contract extension. The Aluminum Sulfate supplier, General Chemical, indicated they would be extending the current two-year contract at the current price of \$136.50. Sodium Hypochlorite was jointly bid for 2001, with the following results:

SUPPLIER	YEAR	HOLLAND	WM COOP
Alexander Chemical	1	\$107.20	\$107.20
	2	107.20	107.20
	3	107.20	107.20
Haviland	1	\$120.00	\$120.00
	2	No Bid	No Bid
	3	No Bid	No Bid
K.A. Steel	1	\$121.03	\$121.03
	2	No Bid	No Bid
	3	No Bid	No Bid
Rowell Chemical	1	\$137.00	\$140.00
	2	No Bid	No Bid
	3	No Bid	No Bid
VanWalters & Rogers		No Response	No Response
Webb Chemical		No Response	No Response

The results display that Alexander Chemical is the low bidder for the cooperative joint purchasing group at a cost of \$107.20 per Ton for a three-year period.

SUMMARY

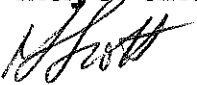
The joint cooperative chemical bids for 2001 are as follows:

CHEMICAL	SUPPLIER	COST
Aluminum Sulfate	General Chemical	\$136.50
Sodium Hypochlorite	Alexander Chemical	\$107.20
Fluoride	Lucier Chemical	\$145.00

*The prices are "per ton" FOB each location.

RECOMMENDATION

It is my recommendation that the Mayor and City Commission endorse the low bid received with the joint purchase approach for sodium hypochlorite, and the extensions for aluminum sulfate and fluoride.

Date: January 5, 2001
To: Honorable Mayor and City Commissioners
From: Ric Scott 
RE: DNR Agreement for Engineering Study

SUMMARY OF REQUEST:

Authorize the Mayor and Clerk to sign the attached agreement with the DNR to help fund the Engineering study for Hartshorn Marina

FINANCIAL IMPACT:

They will fund 50% of the \$22,500 project

BUDGET ACTION REQUIRED:

None

STAFF RECOMMENDATION:

Approve

COMMITTEE RECOMMENDATION:

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

Assessor
231/724-6708
FAX/726-5181

Cemetery
231/724-6783
FAX/726-5617

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

Clerk
231/724-6705
FAX/724-4178

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

Engineering
231/724-6707
FAX/727-6904

Finance
231/724-6713
FAX/724-6768

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

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

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

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

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

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

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

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

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

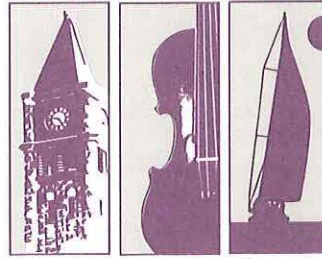
Public Works
231/724-4100
FAX/722-4188

Treasurer
231/724-6720
FAX/724-6768

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

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

MUSKEGON



West Michigan's Shoreline City

Date: January 5, 2001

To: Honorable Mayor and City Commissioners

From: Ric Scott *RS*

Re: DNR Agreement for Engineering Study

The DNR has agreed to 50% of the preliminary engineering study for Hartshorn Marina, which you have previously approved with Abonmarche. The cost of the study will be about \$22,500. The agreement authorizes up to \$25,000 for the study.

I am requesting that you authorize the Mayor and Clerk to sign the agreement. The study is currently under way.

Thank you for your consideration.

AGREEMENT

Harbors and Docks - Engineering Studies

THIS AGREEMENT, made this 23rd day of January, 2001, by and between the CITY OF MUSKEGON, MICHIGAN, a municipal corporation, hereinafter referred to as the "City", and the MICHIGAN DEPARTMENT OF NATURAL RESOURCES, an agency of the State of Michigan, hereinafter referred to as the "Department".

WHEREAS, the City is an important center of recreational boating activity and serves as a refuge point for shallow-draft recreational vessels; and

WHEREAS, the City has solicited the aid and assistance of the Department in conducting a preliminary engineering study for upgrade of the Muskegon Hartshorn Municipal Marina; and

WHEREAS, the Department agreed to participate in the cost of a preliminary engineering study to determine the design and cost estimate for these improvements,

NOW, THEREFORE, in consideration of the mutual promises and conditions contained herein, it is agreed as follows:

1. This Agreement shall be administered on behalf of the Department through its Parks and Recreation Bureau. All reports, documents, or actions required of the City by this Agreement shall be submitted to the Chief, Parks and Recreation Bureau, P.O. Box 30257, Lansing, Michigan, 48909.

2. The Department agrees as follows:

a. To grant to the City a sum of money equal to Fifty (50%) percent of the total cost of a preliminary engineering study. Said grant shall not in any event exceed twelve thousand five hundred dollars (\$12,500.00).

b. The monies herein granted shall be released according to the following schedule:

Fifty (50%) percent of the total grant herein authorized upon execution of an agreement between the City and a registered professional engineer as prescribed in paragraph 3b hereof.

The balance of the engineering study cost for which the Department shall be liable upon completion of the study, which amount shall not in any event exceed Fifty (50%) percent of the total grant hereinbefore authorized.

c. As a condition precedent to any liability and/or responsibility of the Department under this Agreement, the City shall execute a contract or an agreement with, a registered professional engineering firm so licensed by the State of Michigan, for the conduct and completion of said preliminary engineering study, which contract or agreement shall be approved by the Department in writing.

3. The City agrees as follows:

a. To immediately appropriate the sum of twelve thousand five hundred dollars (\$12,500.00). This sum represents up to Fifty (50%) percent of the total cost of the preliminary engineering study called for by this Agreement. Any additional funds needed to complete this study, called for in this Agreement, shall be provided by the City.

b. To negotiate and enter into a contractual relationship with a registered professional engineer so licensed by the State of Michigan to provide for the completion of said preliminary engineering study in accordance with established engineering principles, which contractual relationship shall be subject to the approval of the Department.

c. To authorize no variances from said engineering contract nor any additional expenditures without obtaining prior written approval of the Department for each and every variance or additional expenditure.

d. To use all funds granted by the Department to this Agreement solely for the conduct and completion of the preliminary engineering study. The City shall maintain satisfactory financial accounts, documents, and records and shall make them available to the Department for auditing at reasonable times. Such accounts, documents, and records shall be retained by the City for a period of not less than three years following completion of the study called for herein.

e. To designate and establish a competent and proper agency and/or individual to be responsible for the conduct and the completion of the said preliminary engineering study.

f. To hold and save the State of Michigan and the Department free from damages or any suits brought against the City due to the conduct of the study.

4. It is expressly understood and agreed by and between the parties hereto that neither this Agreement, nor any section, paragraph, condition, clause, provision, or like portion hereof, shall in any way be construed so as to impose any obligation of any nature whatsoever, financial or otherwise, upon either the Department or the City as regards the construction of facilities which shall be considered in said preliminary engineering study.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seal the day and date first above written.

WITNESSES:

CITY OF MUSKEGON

Gail A. Kunderger

By: Fred J. Nielsen
Fred J. Nielsen

Linda Potter

Title: Mayor

MICHIGAN DEPARTMENT OF
NATURAL RESOURCES

By: _____

Rodney A. Stokes, Chief
Parks and Recreation Bureau

RESOLUTION

Upon Motion made by Commissioner Aslakson, seconded by Commissioner Shepherd
the following Resolution was adopted:

"RESOLVED, that the City of Muskegon, Muskegon County, Michigan does hereby accept the terms of the Agreement as received from the Michigan Department of Natural Resources, and the City does hereby specifically agree, but not by way of limitation, as follows:

1. To appropriate the sum of twelve thousand five hundred dollars (\$12,500.00), to match the grant authorized by the Department.

2. To maintain satisfactory financial accounts, documents, and records and to make them available to the Department for auditing at reasonable times.

3. To negotiate and enter into a contractual relationship with a registered professional engineer so licensed by the State of Michigan to provide for the completion of said preliminary engineering study in accordance with established engineering principles, which contractual relationship shall be subject to the approval of the Department.

4. To comply with any and all terms of the said Agreement including all terms not specifically set forth in the foregoing portions of the Resolution."

The following aye votes were recorded: 7

The following nay votes were recorded: 0

STATE OF MICHIGAN)
) s
MUSKEGON COUNTY)

I, Gail A. Kunderger, Clerk of the City of Muskegon, Muskegon County, Michigan, do hereby certify that the above is a true and correct copy of the Resolution relative to the Agreement with the Michigan Department of Natural Resources, which Resolution was adopted by the City Council at a meeting held January 23, 2001.

Gail A. Kunderger
City Clerk

Dated: 1-31-01

Date: January 16, 2001
To: Honorable Mayor and City Commissioners
From: Ric Scott 
RE: Port City Princess Contract

SUMMARY OF REQUEST:

To authorize the Mayor and Clerk sign the attached agreement with the Port City Princess

FINANCIAL IMPACT:

The basic payment is \$4,500, which is higher than the 1.5 times the 40' slip rate in pat contracts

BUDGET ACTION REQUIRED:

None

STAFF RECOMMENDATION:

Approve

COMMITTEE RECOMMENDATION:

The Leisure Services Board meets on Monday

Affirmative Action

231/724-6703

FAX/722-1214

Assessor

231/724-6708

FAX/726-5181

Cemetery

231/724-6783

FAX/726-5617

Civil Service

231/724-6716

FAX/724-4405

Clerk

231/724-6705

FAX/724-4178

Comm. & Neigh.
Services

231/724-6717

FAX/726-2501

Engineering

231/724-6707

FAX/727-6904

Finance

231/724-6713

FAX/724-6768

Fire Dept.

231/724-6792

FAX/724-6985

Income Tax

231/724-6770

FAX/724-6768

Info. Systems

231/724-6744

FAX/722-4301

Leisure Service

231/724-6704

FAX/724-1196

Manager's Office

231/724-6724

FAX/722-1214

Mayor's Office

231/724-6701

FAX/722-1214

Neigh. & Const.
Services

231/724-6715

FAX/726-2501

Planning/Zoning

231/724-6702

FAX/724-6790

Police Dept.

231/724-6750

FAX/722-5140

Public Works

231/724-4100

FAX/722-4188

Treasurer

231/724-6720

FAX/724-6768

Water Billing Dept.

231/724-6718

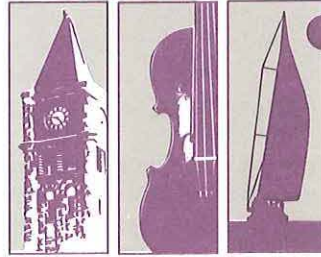
FAX/724-6768

Water Filtration

231/724-4106

FAX/755-5290

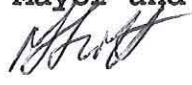
MUSKEGON



West Michigan's Shoreline City

Date: January 16, 2001

To: Honorable Mayor and City Commissioners

From: Ric Scott 

Re: Port City Princess Contract

Attached is a new contract with the Port City Princess to dock at Hartshorn Marina. The negotiated fee is \$4,500 for the season. It is a one-year contract, due to the concern for the cross-lake ferry possibly going into this location.

The Leisure Services Board will address the contract and make a recommendation at their meeting on Monday. The fee does represent an increase from the past contract where the Princess paid 1.5 times the current 40' slip rate. This increases that fee by about \$600.

I would ask that you approve the contract and authorize the Mayor and Clerk to sign the agreement on behalf of the City.

Thank you for your consideration.

PORT CITY CRUISE LINE INC.
ACCESS AND USE AGREEMENT

AGREEMENT made this 22 day of December, 2000, by and between the CITY OF MUSKEGON (City), 933 Terrace Street, Muskegon, Michigan, 49443, and PORT CITY CRUISE LINE INC., (PCCL), 702 Fourth Street, North Muskegon, Michigan, 49445;

WITNESSETH:

WHEREAS, the City is the owner and operator of the Hartshorn Marina situate on the shores of Muskegon Lake within the corporate limits of the City of Muskegon at 920 W. Western Avenue, Muskegon, Michigan, as depicted in the attached sketch marked Exhibit A; and,

WHEREAS, PCCL is the owner of a certain vessel bearing the name Port City Princess, and the license or registration #504234 (the vessel); and,

WHEREAS, PCCL desires to obtain a docking facility for the vessel for the purpose of accepting and discharging passengers; and,

WHEREAS, the City has docking space available at the Hartshorn Marina able to accommodate the acceptance and discharge of passengers; and,

WHEREAS, the City is willing to grant PCCL access to and use of space at which to dock and to accept and discharge passengers;

NOW, THEREFORE, IT IS AGREED:

1. Grant of Access. The City hereby grants PCCL access to its marina at the locations set forth in Exhibit A. The area set forth may be used by PCCL to erect and maintain a docking facility and ramps to accept and discharge passengers. The area covered by water may be used by PCCL to dock the vessel.

2. Repairs and Maintenance. In addition to repairing and maintaining its facilities installed by it, PCCL agrees further to repair and maintain all City facilities and structures utilized by it in the berthing or storage area set forth in Exhibit A; PCCL is liable for all damages or injury to the said City facilities and installation resulting from its access and use to the said area. It is the intention of the parties that all damages, maintenance and repairs in the area which is the subject of this agreement shall be the responsibility of PCCL, except that repairs to the dock and pilings from use previous to December 1, 2000 shall be performed by the City.

3. Grant of Use. The City hereby grants PCCL the right to construct at its own cost a docking facility and ramp at the location designated on attached Exhibit A; provided, however, the design and installation of said docking facility and ramp shall be subject to the satisfaction of the City. PCCL will pay all costs associated with the upkeep of said docking facility and ramps.

Any change or alteration of said facilities shall not be undertaken by PCCL without first obtaining the written approval of the City.

That portion of the dry land herein granted for the use of PCCL shall be kept and maintained by PCCL in good condition and repair free and clear of debris and waste of any kind. No structure shall be erected upon said area by PCCL without the prior written approval of the City.

4. Term of Agreement. Subject to the termination provisions, this agreement shall commence the 10th day of February, 2001 and terminate the 10th day of February, 2002. The parties may mutually agree to renewals of this agreement, the terms and provisions thereof to be negotiated.

5. Payment for Access and Use. PCCL will make the following payments to the City:

5.1 By July 1st, 2001 the sum of \$4,500.00.

5.2 A fee equal to one-half the monthly fee paid by the City for refuse disposal on the accessed premises for the months of June, July, August, and September, payable immediately upon receipt of a bill from the City.

5.3 A monthly pump-out fee of \$40.00 for the months of June, July, August, and September, payable immediately upon receipt of a bill from the City.

5.4 A late fee of 1% will be charged on all amounts payable at the beginning of each 30-day period after the date due.

6. Insurance and Indemnity. PCCL shall, at its cost, procure and maintain during the term of this agreement comprehensive general public liability insurance in the amount of \$1,000,000 per occurrence, naming the City as an additional insured, and maintaining policies which provide that the City shall receive at least thirty (30) days notice of cancellation. A declaration sheet or certificate shall be supplied to the City forthwith.

During the term of this agreement PCCL will indemnify and hold harmless the City, its agents, employees, and volunteers from and against any and all liabilities, losses, damages, claims, demands or judgments of any nature whatsoever arising from any injury to or the death of any person or damage to property in any manner growing out of or in connection with the use, non-use, condition or occupation of the vessel and/or access and use area herein granted.

7. Termination. This agreement may be terminated by the City or PCCL upon furnishing the non-terminating party written notice of termination not less than thirty (30) days prior to the effective date of termination. In the event of termination by PCCL, the City may, at its sole option, require PCCL to remove any improvements installed by PCCL in the access and use area and to restore the surface thereof to useable condition satisfactory to the City. In the

event of PCCL's default to do so, the City may after written notice to PCCL perform such removal and restoration and PCCL shall pay the City the entire cost thereof.

The City may terminate this agreement immediately upon PCCL's default as set forth in this agreement.

8. Default by PCCL. PCCL shall observe and perform all of the covenants and conditions contained herein and if default shall be made by PCCL in the payment of monies due the City or if PCCL shall fail to perform any other of said covenants or conditions, or if the user area shall be deserted or vacated by PCCL, City may, without notice, at its option, declare this agreement terminated and may reenter the user area and remove PCCL's improvements and property from the same at the City's sole election using all necessary force to do so; and PCCL waives all service of any demand or notice described by any statute whatsoever. PCCL agrees that if the interest of PCCL created herein shall be taken in execution or in any other process of law, or if PCCL shall be declared bankrupt or insolvent, according to law, or if any receiver be appointed for the business and properties of PCCL, or if any assignment shall be made of PCCL's property for the benefit of creditors, then, in such event, this agreement may be canceled at the option of the City. In the event the City shall obtain possession by reentry, summary proceedings or otherwise, PCCL agrees to pay the City for all expenses incurred, including reasonable attorney fees, in obtaining possession of said premises, and also all expenses and other losses or damages incurred by the City including those disbursed in removing the PCCL's improvements from the user area, and in restoring the surface thereof to a paved useable condition satisfactory to the City.

9. Default by the City. In the event of any claimed default in or breach of this agreement by the City. PCCL's sole and exclusive remedy against the City is termination of this agreement in the manner provided in paragraph 7. Any other claims against the City for damages or specific performance are hereby expressly waived.

10. Assignment. PCCL may not assign this access and use agreement or subcontract its interest hereunder in any manner without first receiving the prior written consent of the City. In the event such consent is granted, no assignment or subcontract shall release PCCL from any liability under this agreement unless the City so releases it in writing.

11. City Cooperation. The City agrees to assist PCCL in obtaining any necessary permits to enable PCCL to obtain its docking facilities and its right to load and discharge passengers at such facilities.

12. Binding Effect. This agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, personal representatives, successors and assigns.

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

WITNESSES:

Linda Potter

John Krivosli

Steve Perna

CITY OF MUSKEGON

By Fred J. Nielsen
Fred J. Nielsen, Mayor

and Gail Kunding
Gail Kunding, City Clerk

PORT CITY CRUISE LINE, INC.

By [Signature]

PARKING LOT

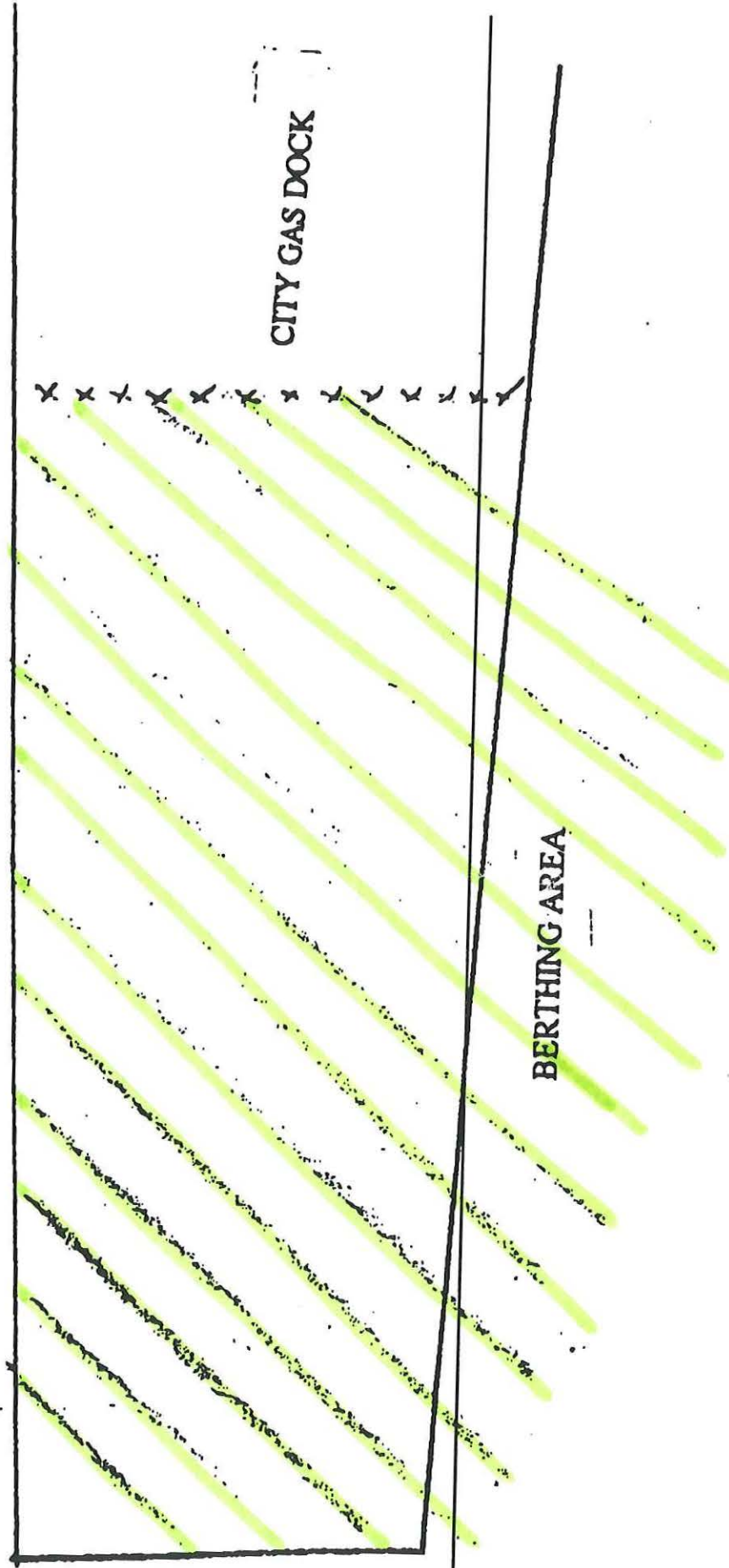
LAUNCH RAMP

CITY GAS DOCK

BERTHING AREA

EXHIBIT "A"

LEASED AREA IN GREEN



Date: January 16, 2001
To: Honorable Mayor and City Commissioners
From: Ric Scott 
RE: 2001 Fertilizer Bids

SUMMARY OF REQUEST:

To award a contract to Lesco to supply fertilizer for application on both parks and cemeteries for 2001

FINANCIAL IMPACT:

\$30,651

BUDGET ACTION REQUIRED:

None

STAFF RECOMMENDATION:

Approve

COMMITTEE RECOMMENDATION:

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

Assessor
231/724-6708
FAX/726-5181

Cemetery
231/724-6783
FAX/726-5617

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

Clerk
231/724-6705
FAX/724-4178

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

Engineering
231/724-6707
FAX/727-6904

Finance
231/724-6713
FAX/724-6768

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

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

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

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

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

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

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

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

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

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

Treasurer
231/724-6720
FAX/724-6768

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

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



Date: January 16, 2001

To: Honorable Mayor and City Commissioners

From: Ric Scott 

Re: 2001 Fertilizer Bids

On Tuesday, January 9, 2001, four bids were received to the city's advertisement for bids to supply fertilizer for parks and cemeteries for the 2001 season. There will be three applications of various types of fertilizer. The bids were as follows:

Lesco	\$30,651
United Horticultural Supply	\$32,00.73
Tri-Turf	\$32,105
Turfgrass Inc.	\$35,280

Staff recommends that the low bidder, Lesco, be awarded the contract for \$30,651. We will again spread the fertilizer ourselves. Last year we saved money and got a lot better results than when we hired a contractor.

Thank you for your consideration.

Date: ²⁰⁰¹ **January 23, 2000**
To: **Honorable Mayor and City Commissioners**
From: **Gail Kunding, City Clerk**
RE: **Resolution for Charitable Gaming License**

SUMMARY OF REQUEST: The Muskegon Yacht Club is requesting a resolution recognizing them as a non-profit organization so they can hold a raffle.

FINANCIAL IMPACT: None

BUDGET ACTION REQUIRED: None

STAFF RECOMMENDATION: None

CAROLYN R. MARCUS
318 Houston Ave. Ste 205
Muskegon, Michigan 49441
(231) 726-2188
January 10, 2001

RECEIVED
JAN 11 2001
City Clerks Office

RE: Resolution for Charitable Gaming License

To Whom It May Concern:

Enclosed is one of the documents required by the Charitable Gaming Division in order for the Muskegon Yacht Club to have a raffle. Please put the resolution on your agenda for the January 23, 2001 meeting. I plan to attend the meeting in case there are questions regarding this .

Thank you for your consideration.

Sincerely,



Carolyn R. Marcus



Muskegon Yacht Club

★ ORGANIZED FOR THE PROMOTION OF YACHTING AND BOATING ON MUSKEGON LAKE ★

MEMBER OF:
LAKE MICHIGAN SAIL RACING FEDERATION
WESTERN MICHIGAN YACHTING ASSN.

3198 EDGEWATER STREET
MUSKEGON, MICHIGAN 49441
(231) 755-1414
FAX (231) 755-6915

January 17, 2001

Attn: Linda
CITY OF MUSKEGON
933 Terrace St.
Muskegon, MI 49441

Dear Linda:

As you requested, this is a statement that Muskegon Yacht Club is identified as a Nonprofit Corporation in the State of Michigan and under section 501 (c) 7 of the United States Internal Revenue Code.

Attached is a copy of our 2000 Nonprofit Corporation Information Update filed with the State of Michigan Department of Consumer & Industry Services.

Sincerely,


SUSAN PETERS
Business Manager

cc: Carolyn Marcus

C&S 2000 (Rev. 8/00)

DEPARTMENT OF CONSUMER & INDUSTRY SERVICES
CORPORATION AND LAND DEVELOPMENT BUREAU
2000 NONPROFIT CORPORATION INFORMATION UPDATE



☐ To certify there are no changes from your previous filing check this box and proceed to Item 6. If the resident agent and/or registered office has changed complete Items 1-6. If only officer and director information has changed complete Items 4-6.

FOR BUREAU USE ONLY

Identification Number

863055

Corporation name

THE MUSKEGON YACHT CLUB

Resident agent name and mailing address of the registered office

DAVID MCCORMICK
3198 EDGEWATER STR.
MUSKEGON MI 49441

PAID
✓ 22673
3-6890
9-29-00

The address of the registered office

3198 EDGEWATER STR.
MUSKEGON MI 49441

1. Mailing address of registered office in Michigan (may be a P.O. Box)

3198 EDGEWATER ST., MUSKEGON, MI, 49441

2. Resident Agent

ERIC WYNSMA

3. The address of the registered office in Michigan (a P.O. Box may not be designated as the address of the registered office)

3198 EDGEWATER ST., MUSKEGON, MI, 49441

4. Describe the purpose and activities of the corporation during the year covered by this report.

To promote the development of non-commercial watercraft, maintain club facilities, and organize regattas and boat races.

5. NAME BUSINESS OR RESIDENCE ADDRESS

President (Required)

Eric Wynsma, 2435 Arundel SE, E. Grand Rapids, MI, 49506

Secretary (Required)

Greg Smith, 2411 Glenview Dr. NW, Grand Rapids, MI, 49504

Treasurer (Required)

Jack Ancelet, 1262 Hyde Park Rd., Whitehall, MI, 49461

Vice President

Van Ulrich, 1739 Silverwood, Muskegon, MI, 49441

Director (Required)

Carl Petersen, 18605 Aztec Dr., Spring Lake, MI, 49456

Director

Andy Bos, 1095 Fleming, Muskegon, MI, 49442

Director

Rand Szymczyk, 2032 Cutler, Muskegon, MI, 49441

6. The filing fee is \$10.00. Please make your check or money order payable to the State of Michigan. This report must be filed on or before October 1, 2000. Return this signed report with fee to:

Michigan Department of Consumer & Industry Services
Corporation and Land Development Bureau
P.O. Box 30481
Lansing, MI 48909-7981
(517) 241-6400

Signature of authorized officer or agent

Susan Little

Title

Business Mgr.

Date

9-29-00

Phone (Optional)

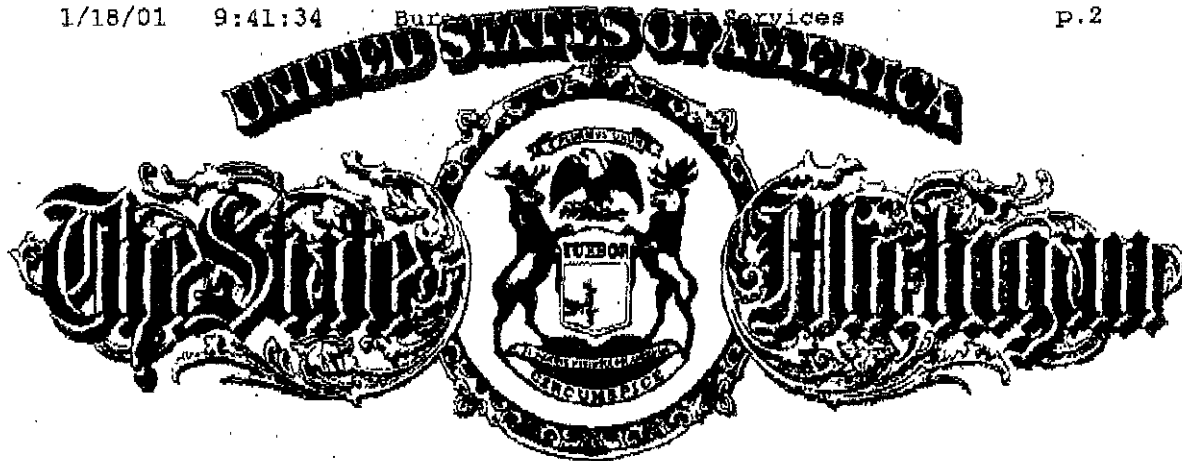
231-755-1414

If more space is needed additional pages may be included. Do not staple any items to report. This report is required by Section 911, Act 162, Public Acts of 1982, as amended. Failure to file this report may result in the dissolution/revocation of the corporation.

1/18/01 9:41:34

Bureau of Commercial Services

p.2



Lansing, Michigan

This is to Certify That

THE MUSKEGON YACHT CLUB

was validly incorporated on July 3, 1936, as a Michigan nonprofit corporation,
and said corporation is validly in existence under the laws of this State.

This certificate is issued to attest to the fact that the corporation is in good standing
in this office as of this date and is duly authorized to transact business or conduct
affairs in Michigan and for no other purpose. It is in the usual form, made by me
as the proper officer, and is entitled to have full faith and credit given it in every
court and office within the United States.



In testimony whereof, I have hereunto set my
hand and affixed the Seal of the Department,
in the City of Lansing, this 18th day
of January, 2001.

Andrew L. Hittell, Director
Bureau of Commercial Services

Sent by Facsimile Transmission

173 0541383



CHARITABLE GAMING DIVISION
101 E. HILLSDALE, BOX 30023
LANSING, MICHIGAN 48909
(517) 335-5780
www.state.mi.us/milottery

2001-7(i)

LOCAL GOVERNING BODY RESOLUTION FOR CHARITABLE GAMING LICENSES

(Required by MCL 432.103(9))

At a Regular meeting of the City Commission
REGULAR OR SPECIAL TOWNSHIP, CITY, OR VILLAGE COUNCIL/BOARD

called to order by Mayor Nielsen on January 23, 2001
DATE

at 5:30 ~~a.m.~~ p.m. the following resolution was offered:
TIME

Moved by Commissioner Aslakson and supported by Commissioner Shepherd

that the request from Muskegon Yacht Club of Muskegon,
NAME OF ORGANIZATION CITY

county of Muskegon, asking that they be recognized as a
COUNTY NAME

nonprofit organization operating in the community for the purpose of obtaining a charitable

gaming license, be considered for Approval.
APPROVAL/DISAPPROVAL

APPROVAL

Yeas: 7

Nays: 0

Absent: 0

DISAPPROVAL

Yeas:

Nays:

Absent:

I hereby certify that the foregoing is a true and complete copy of a resolution offered and

adopted by the City Commission at a Regular
TOWNSHIP, CITY, OR VILLAGE COUNCIL/BOARD REGULAR OR SPECIAL

meeting held on January 23, 2001
DATE

SIGNED: Gail A. Kunderger
TOWNSHIP, CITY, OR VILLAGE CLERK

Gail A. Kunderger, City Clerk
PRINTED NAME AND TITLE

933 Terrace, PO Box 536, Muskegon, MI 49443-0536
ADDRESS

The Michigan Lottery will not discriminate against any individual or group because of race, sex, religion, age, national origin, color, marital status, qualified disability or political belief in its activities or in its hiring or employment practices.

COMPLETION: Required.
PENALTY: Possible denial of application.

BSL-CG-1153(R8/00)

Date: January 23, 2001
To: Honorable Mayor and City Commissioners
From: Gail A. Kunding, City Clerk
RE: Approval of Minutes

SUMMARY OF REQUEST: To approve the minutes of the Commission Worksession that was held on Monday, January 8, 2001; and the Regular Commission Meeting that was held on Tuesday, January 9, 2001.

FINANCIAL IMPACT: None.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: Approval of the minutes.

CITY OF MUSKEGON

CITY COMMISSION MEETING

JANUARY 23, 2001

CITY COMMISSION CHAMBERS @ 5:30 P.M.

MINUTES

The Regular Commission Meeting of the City of Muskegon was held at City Hall, 933 Terrace Street, Muskegon, Michigan at 5:30 p.m., Tuesday, January 23, 2001.

Mayor Nielsen opened the meeting with a prayer after which members of the City Commission and the members of the public joined in reciting the Pledge of Allegiance to the Flag.

ROLL CALL FOR THE REGULAR COMMISSION MEETING:

Present: Mayor Fred J. Nielsen; Vice-Mayor Scott Sieradzki; Commissioner Lawrence Spataro, John Aslakson, Jone Wortelboer Benedict, Robert Schweifler, and Clara Shepherd.

2001-7 CONSENT AGENDA:

c. Request to Dissolve a Planned Unit Development for 1050 West Western Avenue (Waterfront Centre). PLANNING & ECONOMIC DEVELOPMENT

SUMMARY OF REQUEST: Request to dissolve the Planned Unit Development (PUD) previously granted for a mixed-use development at 1050 W. Western Ave. (Waterfront Centre)

FINANCIAL IMPACT: None

BUDGET ACTION REQUIRED: None

STAFF RECOMMENDATION: Staff recommends approval of the request.

COMMITTEE RECOMMENDATION: The Planning Commission recommended approval of the request. The vote was unanimous.

d. Alley Vacation in Jeannot Court, Block 2. PLANNING & ECONOMIC DEVELOPMENT

SUMMARY OF REQUEST: Request for denial of vacation of the existing east/west alley only in Jeannot Court, Block 2, bounded by Laketon Ave., Nevada St., Windsor Ave. and Franklin St.

FINANCIAL IMPACT: None

BUDGET ACTION REQUIRED: None

STAFF RECOMMENDATION: Staff recommends vacation of the proposed alley, as described above, with the condition that all City easement rights be retained.

COMMITTEE RECOMMENDATION: The Planning Commission recommended denial of the request for vacation of the proposed alley. The vote was:

Yes (Denial): Abraham, Mazade, Nielsen, Smith, Sartorius, Coleman, Kleaveland

No: Aslakson

Absent: Veltkamp

e. 2001 Water Treatment Chemical Bids. WATER FILTRATION PLANT

SUMMARY OF REQUEST: Recommend endorsement of lowest responsible bidders to supply aluminum sulfate, sodium hypochlorite, and fluoride for the Water Filtration Plant.

FINANCIAL IMPACT: Annual cost of \$70,975.00 (based on average annual water pumped to mains).

BUDGET ACTION REQUIRED: None at this time. These chemicals are budgeted annually.

STAFF RECOMMENDATION: Staff recommends the Mayor and City Commission endorse the low bid received and the contract renewals and enter into contracts with General Chemical, Alexander Chemical, and Lucier Chemical for aluminum sulfate, sodium hypochlorite, and fluoride respectively.

f. DNR Agreement for Engineering Study. LEISURE SERVICES

SUMMARY OF REQUEST: Authorize the Mayor and Clerk to sign the agreement with the DNR to help fund the Engineering study for Hartshorn Marina.

FINANCIAL IMPACT: They will fund 50% of the \$22,500 project.

BUDGET ACTION REQUIRED: None

STAFF RECOMMENDATION: Approve

g. Port City Princess. LEISURE SERVICES

SUMMARY OF REQUEST: To authorize the Mayor and Clerk to sign the agreement with the Port City Princess.

FINANCIAL IMPACT: The basic payment is \$4,500. Which is higher than the 1.5 times the 40' slip rate in past contracts.

BUDGET ACTION REQUIRED: None

STAFF RECOMMENDATION: Approve

h. Fertilizer Bids. LEISURE SERVICES

SUMMARY OF REQUEST: To award a contract to Lesco to supply fertilizer for application on both parks and cemeteries for 2001.

FINANCIAL IMPACT: \$30,651

BUDGET ACTION REQUIRED: None

STAFF RECOMMENDATION: Approve

i. Resolution for Charitable Gaming License (Muskegon Yacht Club). CITY CLERK

SUMMARY OF REQUEST: The Muskegon Yacht Club is requesting a resolution recognizing them as a non-profit organization so they can hold a raffle.

FINANCIAL IMPACT: None

BUDGET ACTION REQUIRED: None

STAFF RECOMMENDATION: None

Motion by Commissioner Aslakson, second by Commissioner Shepherd to approve the consent agenda with the exception of item a and b.

ROLL VOTE: Ayes: Sieradzki, Spataro, Aslakson, Benedict, Nielsen, Schweifler, Shepherd

Nays: None

ADOPTED

2001-8 ITEMS REMOVED FROM THE 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 8, 2001; and the Regular Commission Meeting that was held on Tuesday, January 9, 2001.

FINANCIAL IMPACT: None

BUDGET ACTION REQUIRED: None

STAFF RECOMMENDATION: Approval of the minutes.

Motion by Vice-Mayor Sieradzki, second by Commissioner Aslakson to approve the minutes with the correction in the spelling of Pat Montney's name and add the group she represents.

ROLL VOTE: Ayes: Spataro, Aslakson, Benedict, Nielsen, Schweifler, Shepherd, Sieradzki

Nays: None

ADOPTED

b. Community Relation Committee 2001 Appointments. COMMUNITY RELATIONS COMMITTEE

SUMMARY OF REQUEST: To approve the recommendations from the Community Relation Committee.

FINANCIAL IMPACT: None

BUDGET ACTION REQUIRED: None

STAFF RECOMMENDATION: Approval

Motion by Commissioner Spataro, second by Commissioner Aslakson to accept the appointments as submitted.

ROLL VOTE: Ayes: Aslakson, Nielsen, Schweifler, Shepherd, Sieradzki, Spataro

Nays: Benedict

ADOPTED

2001-9 PUBLIC HEARINGS:

a. Special Assessment District Barclay Street. ENGINEERING

SUMMARY OF REQUEST: To hold a public hearing on the proposed special assessment of Barclay Street, Sherman to Hackley, and to create the special assessment district and appoint two City Commissioners to the Board of Assessors if it is determined to proceed with the project.

FINANCIAL IMPACT: None at this time.

BUDGET ACTION REQUIRED: None at this time.

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

The Public Hearing opened at 5:49 p.m. to hear and consider any comments from the public. Mohammed Al-Shatel explained the item. Comments in opposition were heard from Fred Sweringen, Moose Lodge 2330 Barclay; and David Bialik, 2330 Vincent. Frank Sohasky, 2281 Barclay had questions; and Greg Scott, who works at 2300 Barclay was in favor.

Motion by Commissioner Aslakson, second by Commissioner Schweifler to close the Public Hearing at 6:07 p.m., approve the special assessment and appoint Commissioner Schweifler and Benedict to the Board of Assessors.

ROLL VOTE: Ayes: Benedict, Nielsen, Schweifler, Shepherd, Sieradzki, Spataro, Aslakson
Nays: None

ADOPTED

b. Special Assessment District Sherman Blvd. ENGINEERING

SUMMARY OF REQUEST: To hold a public hearing on the proposed special assessment of Sherman, Glenside to Lincoln, and to create the special assessment district and appoint two City Commissioners to the Board of Assessors if it is determined to proceed with the project.

FINANCIAL IMPACT: None at this time.

BUDGET ACTION REQUIRED: None at this time.

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

The Public Hearing opened at 6:09 p.m. to hear and consider any comments from the public. Mohammed Al-Shatel explained the item. Comments in opposition were heard from the following: David Lopez, 2056 W. Sherman; Gerald Heethuis, 1936 W. Sherman; Wanda Heethuis, 1936 W. Sherman; Robert Benninger, 2382 Sherman; Dorothy Anderson, 2190 W. Sherman; Kathryn Taulbee, 2074 W. Sherman; Mrs. William Zwart, 1924 W. Sherman, Donald Butterfield, 2150 W. Sherman; Donna Miller, 2146 W. Sherman; and Michael Valk, 1892 Sherman.

Motion by Commissioner Spataro, second by Commissioner Aslakson to close the Public Hearing at 6:56 p.m.

ROLL VOTE: Ayes: Nielsen, Schweifler, Shepherd, Sieradzki, Spataro, Aslakson, Benedict
Nays: None

ADOPTED

Motion by Commissioner Spataro, second by Commissioner Aslakson to approve the special assessment district.

ROLL VOTE: Ayes: Schweifler, Shepherd, Sieradzki, Spataro, Aslakson, Nielsen
Nays: Benedict

ADOPTED

Motion by Commissioner Aslakson, second by Commissioner Spataro to appoint Commissioner Schweifler and Benedict to the Board of Assessors.

ROLL VOTE: Ayes: Shepherd, Sieradzki, Spataro, Aslakson, Benedict, Nielsen, Schweifler
Nays: None

ADOPTED

CITY MANAGER'S REPORT: City Manager commented on the memo reference the property at 1823 Commerce. This will be discussed further at the end of the meeting.

2001-10 UNFINISHED BUSINESS:

a. Request for Resolution for Gaming License (Muskegon Connection Golf Club). CITY CLERK

SUMMARY OF REQUEST: Muskegon Connection Golf Club would like a resolution recognizing them as a non-profit organization operating in the City for the purpose of obtaining a gaming license.

FINANCIAL IMPACT: None

BUDGET ACTION REQUIRED: None

STAFF RECOMMENDATION: None

Motion by Vice-Mayor Sieradzki, second by Commissioner Schweifler to approve the request.

ROLL VOTE: Ayes: Sieradzki, Spataro, Aslakson, Nielsen, Schweifler, Shepherd
Nays: None
Absent: Benedict (stepped out)

ADOPTED

2001-11 NEW BUSINESS:

a. Charter Parks. LEISURE SERVICES

SUMMARY OF REQUEST: To proceed with creating various Charter Parks by adopting the resolution creating 19 Charter Parks.

FINANCIAL IMPACT: None

BUDGET ACTION REQUIRED: None

STAFF RECOMMENDATION: Approve

Motion by Commissioner Spataro, second by Commissioner Shepherd to approve the creation of 19 Charter Parks.

Motion and second amended by Commissioner Spataro and Commissioner Shepherd to approve the list with the exception of the Indian Cemetery.

ROLL VOTE: Ayes: Spataro, Aslakson, Nielsen, Schweifler, Shepherd, Sieradzki
Nays: None
Absent: Benedict (stepped out)

ADOPTED

Motion by Commissioner Shepherd, second by Commissioner Spataro to refer the Indian Cemetery to staff.

ROLL VOTE: Ayes: Aslakson, Benedict, Nielsen, Schweifler, Shepherd, Sieradzki, Spataro
Nays: None

ADOPTED

b. Parking Lease – West Michigan Dock & Market Corp. CITY MANAGER

SUMMARY OF REQUEST: To approve a lease with West Michigan Dock & Market Corporation for parking facilities of the L.C. Walker Arena.

FINANCIAL IMPACT: Ten percent (10%) of gross parking revenues will be paid to West Michigan Dock & Market Corporation.

BUDGET ACTION REQUIRED: A budget adjustment may be required at a later time, depending on the revenues and expenses of the L.C. Walker Arena.

STAFF RECOMMENDATION: To approve the lease.

Motion by Commissioner Schweifler, second by Commissioner Spataro to approve the lease with West Michigan Dock & Market Corporation for parking facilities for the L.C. Walker Arena.

ROLL VOTE: Ayes: Benedict, Nielsen, Schweifler, Shepherd, Sieradzki, Spataro, Aslakson
Nays: None

ADOPTED

c. Arena Contract. LEISURE SERVICES

SUMMARY OF REQUEST: To authorize the Mayor and Clerk to sign a two-year contract with Arena Management Group for the management of Walker Arena.

FINANCIAL IMPACT: \$667,000 for the first year

BUDGET ACTION REQUIRED: None

STAFF RECOMMENDATION: Approval

Motion by Commissioner Shepherd, second by Commissioner Aslakson to approve the contract.

ROLL VOTE: Ayes: Nielsen, Schweifler, Shepherd, Spataro, Aslakson
Nays: Benedict
Absent: Sieradzki (stepped out)

ADOPTED

d. Arena Maintenance. LEISURE SERVICES

SUMMARY OF REQUEST: To increase the maintenance fee that is added to every ticket by \$.50 to \$1.

FINANCIAL IMPACT: Approximately \$70,000.

BUDGET ACTION REQUIRED: None

STAFF RECOMMENDATION: Approve

Motion by Commissioner Shepherd, second by Commissioner Schweifler to approve the increase.

ROLL VOTE: Ayes: Schweifler, Shepherd, Spataro, Aslakson, Benedict, Nielsen

Nays: None

Absent: Sieradzki (stepped out)

ADOPTED

e. Community Center RFP. LEISURE SERVICES

SUMMARY OF REQUEST: To award a contract to Ann Arbor Architects Collaborative to conduct a feasibility study for a Community Center.

FINANCIAL IMPACT: Not to exceed \$27,500.

BUDGET ACTION REQUIRED: None

STAFF RECOMMENDATION: Approve

COMMITTEE RECOMMENDATION: The Community Center Committee unanimously recommended Ann Arbor Architects Collaborative.

Motion by Commissioner Benedict, second by Commissioner Shepherd to award the contract to Ann Arbor Architects Collaborative.

ROLL VOTE: Ayes: Shepherd, Sieradzki, Spataro, Aslakson, Benedict, Nielsen

Nays: None

Absent: Schweifler (stepped out)

ADOPTED

f. 2001 Police Cruiser Purchase. PUBLIC WORKS

SUMMARY OF REQUEST: Purchase of 6 Ford Crown Victoria Patrol Cars from Shaheen Ford, State purchasing contract, at \$20,942.00 each for a total of \$125,652.00.

BUDGET ACTION REQUIRED: None, \$129,000 is budgeted for this purchase.

STAFF RECOMMENDATION: Purchase of 6 Crown Vics from Shaheen Ford for a total of \$125,652 to replace existing units.

1999 price per unit -- \$20,173

2000 State Purchasing Contract/per unit -- \$20,515

2001 -- \$20,942

Motion by Vice-Mayor Sieradzki, second by Commissioner Spataro to approve the purchase of six Ford Crown Victoria Patrol Cars.

ROLL VOTE: Ayes: Sieradzki, Spataro, Aslakson, Benedict, Nielsen, Schweifler, Shepherd

Nays: None

ADOPTED

g. Plow Truck Chassis. PUBLIC WORKS

SUMMARY OF REQUEST: Approval of bid by Woodland International Trucks, Inc. for one new plow truck chassis, for \$45,982.25, price held over for last three years.

FINANCIAL IMPACT: Bid of \$45,982.25

BUDGET ACTION REQUIRED: None, \$70,000 is budgeted for this purchase, (including dump bodies and scrapers).

STAFF RECOMMENDATION: Recommend approval of purchase of one plow truck chassis from Woodland International Trucks Muskegon, Inc. for \$45,982.25.

Motion by Vice-Mayor Sieradzki, second by Commissioner Shepherd to approve the purchase of one plow truck chassis from Woodland International Trucks.

ROLL VOTE: Ayes: Spataro, Aslakson, Nielsen, Schweifler, Shepherd, Sieradzki

Nays: Benedict

ADOPTED

h. Fair Housing Impediment Study. COMMUNITY AND NEIGHBORHOOD SERVICES

SUMMARY OF REQUEST: That the City Commission approve the City of Muskegon's \$9,000.00 share to have a regional Fair Housing Impediment study conducted by the Grand Rapids Fair Housing Center. The other community partners involved are the City of Norton Shores, City of Muskegon Heights, County of Muskegon, and the West Michigan Lakeshore Association of Realtors. The City of Muskegon is currently four (4) years behind in conducting this required every two- (2) year study for the U.S. Department of Housing and Urban Department.

FINANCIAL IMPACT: Funding will be allocated from either the 2000 or 2001 CNS (CDBG) administration budget.

BUDGET ACTION REQUIRED: None

STAFF RECOMMENDATION: To approve the City's \$9,000 contribution to the study and to direct the City Manager to approve and sign the contract for the study

Motion by Vice-Mayor Sieradzki, second by Commissioner Spataro to approve the request.

ROLL VOTE: Ayes: Aslakson, Benedict, Nielsen, Schweifler, Shepherd, Sieradzki, Spataro

Nays: None

ADOPTED

i. Housing Commission Appointments. CITY MANAGER

SUMMARY OF REQUEST: To approve the appointment of Richard Rienstra (5-Year Term) and Reverend Gregory Kirksey (4-Year Term) to the Muskegon Housing Commission.

FINANCIAL IMPACT: None

BUDGET ACTION REQUIRED: None

STAFF RECOMMENDATION: To approve the request.

Motion by Commissioner Aslakson, second by Commissioner Schweifler to approve the appointments.

ROLL VOTE: Ayes: Benedict, Nielsen, Schweifler, Shepherd, Sieradzki, Spataro, Aslakson

Nays: None

ADOPTED

ANY OTHER BUSINESS:

Mayor Nielsen mentioned letter from County Commission requesting to meet with the City Commission.

City Manager continued discussion reference the property at 1823 Commerce.

Motion by Commissioner Aslakson, second by Commissioner Spataro to authorize City Manager and City Attorney to take steps to oppose the location of the center at this site.

ROLL VOTE: Ayes: Nielsen, Schweifler, Shepherd, Sieradzki, Spataro, Aslakson, Benedict

Nays: None

ADOPTED

Vice Mayor Sieradzki announced that Commissioner Spataro was recently presented the Outstanding Young Man of 2000 Award by the JC's.

Commissioner Spataro asked about the fee changes for the youth basketball leagues.

PUBLIC PARTICIPATION:

James Heglund, representing Harbour Towne Marina Condominium Association, spoke reference dredging, ramp use by public, and sand erosion from beach.

Motion by Commissioner Spataro, second by Vice-Mayor Sieradzki to refer this matter to staff for more information.

ROLL VOTE: Ayes: Schweifler, Shepherd, Sieradzki, Spataro, Aslakson, Benedict, Nielsen

Nays: None

ADOPTED

Comments were heard from various members of the public.

ADJOURNMENT:

The Regular Commission Meeting for the City of Muskegon was adjourned at 8:47 p.m.

Respectfully submitted,



Gail A. Kunderinger, CMC/AEE
City Clerk

Date: January 16, 2001
To: Honorable Mayor & City Commission
From: Affirmative Action Dept.
Re: Community Relation Committee 2001 Appointments

Summary of Request:

To approve the recommendations from the Community Relation Committee

Financial Impact:

None

Budget Action:

None

Staff Recommendation:

Staff recommends approval

Community Relation Committee
2001 Appointments

Board of Review

Reappoint William Brookshire, Randy Mackie and Georgia Strube

Cemetery Committee

Appoint Donald Larabee

Citizen Police Review Board

Reappoint Juno Holcomb, William Muhammad, Irene Navarro, Jon Osborn, and Gordon Rinard

Civil Service Commission

Reappoint Ray Murdaugh

CDBG-Citizen District Council

Reappoint Addie Randall and Carolyn Marion. Appoint Sheliah Shah

DDA-Brownfield

Reappoint Kevin Cierpial and Eugene Fethke

Election Commission

Reappoint Elwyn Drent

Electrical Board of Appeals

Appoint Richard McClain

Equal Opportunity Committee

Appoint John MacDonald, Paul Oakes, and Shiela Cotton

Historic District Commission

Appoint Linda Brooks-Howell

Housing/Building Code Board of Appeals

Reappoint Jerry Bever and Greg Borgman. Remove William Anderson and appoint Nick Kroes

Image Committee

Reappoint Willie German Jr., Martha Colburn, and Norma DeYoung. Appoint Dardinella Hippchen

Income Tax Board of Review

Appoint James Davies

Land Reutilization Committee

Reappoint Mike Amhrein and Appoint Jodi McClain

Leisure Service Board

Reappoint Billie Bruce and Johnsie Dease, Appoint Bryan Chapman

Local Development Finance Authority

Reappoint John Derbin and Appoint Cynthia Larson and Dean Witte

Local Officers Compensation Committee

Appoint Robert Mitchell

Mechanical Board of Examiners

Reappoint James Ring and Charles Tallman

Plumbing Board of Appeals

Reappoint Martin Hornak

Tax Increment Finance Authority

Reappoint Eugene Fethke

Zoning Board of Appeals

Reappoint Craig Kufta, and Appoint Bill Larson

Date: January 23, 2001
To: Honorable Mayor and City Commissioners
From: Engineering
RE: Public Hearing
Create Special Assessment District for:
BARCLAY STREET, SHERMAN TO HACKLEY

SUMMARY OF REQUEST:

To hold a public hearing on the proposed special assessment of the **Barclay street Sherman to Hackley**, and to create the special assessment district and appoint two City Commissioners to the Board of Assessors if it is determined to proceed with the project

FINANCIAL IMPACT:

None at this time.

BUDGET ACTION REQUIRED:

None at this time.

STAFF RECOMMENDATION:

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

COMMITTEE RECOMMENDATION:

CITY OF MUSKEGON

Resolution No. 2001-9(a)

Resolution At First Hearing Creating Special Assessment District
For Barclay Street 90' north of the north R-O-W line of Sherman Blvd. to the south R-O-W line of Hackley
Avenue

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

RECITALS:

1. A hearing has been held on **January 23, 2001** at 5:30 o'clock p.m. at the City Commission Chambers. Notice was given by mail and publication as required by law.
2. That estimates of costs of the project, a feasibility report and valuation and benefit information are on file with the City and have been reviewed for this hearing.
3. At the hearing held **January 23, 2001**, there were 32.10% 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 Benedict and Schweifler
and the City Assessor who are hereby directed to prepare an assessment roll.
Assessments shall be made upon front foot basis.

4. Based on the City's Special Assessment policy and preliminary estimates it is expected that approximately **24.23%** 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 Benedict, Nielsen, Schweifler, Shepherd, Sieradzki, Spataro,
Aslakson

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 **January 23, 2001**.
The meeting was properly held and noticed pursuant to the Open Meetings Act of the State of Michigan, Act 267 of the Public Acts of 1976.

CITY OF MUSKEGON

By Gail A. Kunding
Gail A. Kunding, Clerk

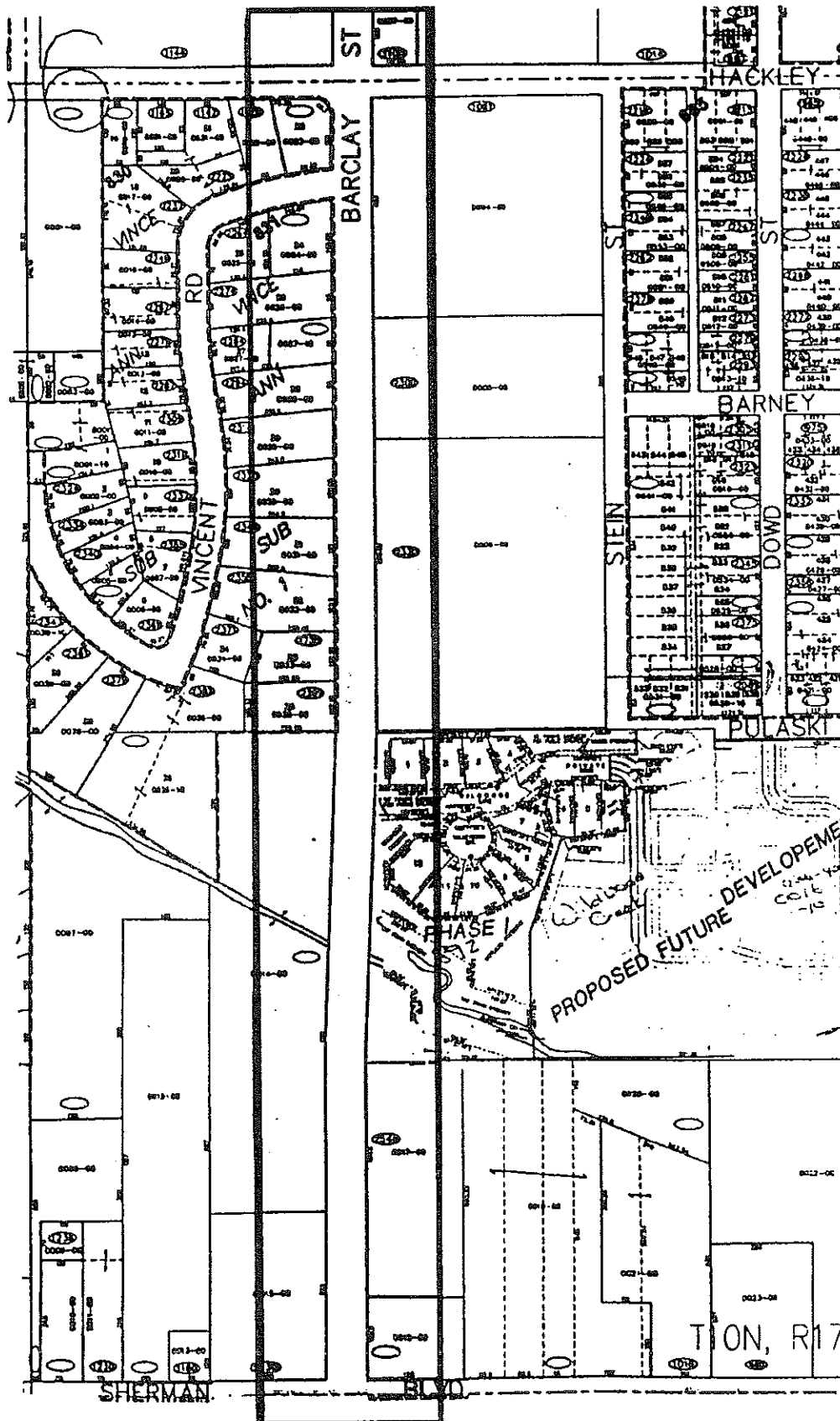
EXHIBIT A

Barclay Street, Sherman Avenue to Hackley Avenue

SPECIAL ASSESSMENT DISTRICT

All properties abutting that section of Barclay Street 90' north of the north R-O-W line of Sherman Blvd. to the south R-O-W line of Hackley Avenue.

PROPOSED SPECIAL ASSESSMENT DISTRICT



AFFIDAVIT OF MAILING BY CITY CLERK

STATE OF MICHIGAN)
) SS
COUNTY OF MUSKEGON)

GAIL A. KUNDINGER, BEING FIRST DULY SWORN, DEPOSES AND SAYS THAT SHE IS THE CITY CLERK OF THE CITY OF MUSKEGON; THAT AT A HEARING HELD ON THE 23 RD DAY OF JANUARY, 2001 THE CITY COMMISSION ADOPTED A RESOLUTION CREATING THE FOLLOWING SPECIAL ASSESSMENT DISTRICT:

All parcels abutting Barclay Street 90' north of the north ROW line of Sherman Avenue to the south ROW line of Hackley Avenue.

A NOTICE OF THE SAID HEARING WAS DULY PUBLISHED IN THE MUSKEGON CHRONICLE, A DAILY NEWSPAPER OF GENERAL CIRCULATION IN THE CITY OF MUSKEGON, ON JANUARY 13, 2001.

DEPONENT FURTHER 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 12 TH DAY OF JANUARY, 2001.

Gail A. Kunderger
GAIL A. KUNDINGER, CITY CLERK

SUBSCRIBED AND SWORN TO BEFORE ME THIS
29th DAY OF January, 2001.

Linda S. Potter
NOTARY PUBLIC, MUSKEGON COUNTY, MICHIGAN

MY COMMISSION EXPIRES 9-25-02

**ENGINEERING FEASIBILITY STUDY
BARCLAY, SHERMAN TO HACKLEY**

The new construction of **Barclay, Sherman to Barclay**, see attached location map, was initiated by the City. The proposed reconstruction of this section of Barclay is necessary due to the conditions of the existing pavement, which has deteriorated to a point where reconstruction is necessary.

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

The preliminary cost estimate for the work associated with paving is approximately \$600,000 with the length of the project being approximately 2,477 lineal feet or 4,00.3 of assessable front footage. This translates into an estimated improvement cost of \$149.98 per assessable foot. The assessment figure will be at a cost not to exceed \$36.35 per front foot.

MUSKEGON COUNTY

M I C H I G A N

173 E. APPLE AVE., BUILDING C, MUSKEGON, MICHIGAN 49442

(231) 724-6386

FAX (231) 724-1129

EQUALIZATION DEPARTMENT

BOARD OF COMMISSIONERS

Kenneth J. Hulka, Chair
Bill Gill, Vice Chair
Paul Baade
Douglas Bennett
Nancy G. Frye
Jacob O. Funkhouser
James J. Kobza
Louis McMurray
Clarence Start

January 17, 2001

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

Mr. Al-Shatel:

In accordance with your request, I have examined the proposed special assessment district entailing the reconstruction of Barclay Street between Sherman Avenue and Hackley Avenue. The purpose of this analysis is to document the reasonableness of this special assessment district by identifying and quantifying any accrued benefits. It is subject to the normal governmental restrictions of escheat, taxation, police power and eminent domain. The effective date is January 17, 2001.

In conclusion, it is my opinion that the special assessment amounts justly and reasonably represents the accrued benefits to the properties encompassed by this project. The amounts reflect the sum of the immediate estimated value enhancement and the intrinsic value that will accrue from an overall increase in property values due to an improved quality of life created by the proposed project. As previously presented, the proposed special assessment district encompasses a mixture of properties, but the front foot rate of \$36.35 appears reasonable in light of analysis that indicates a possible enhancement of \$37.37. The conclusions are based upon the data presented within this limited analysis in restricted format, and on supporting information in my files.

Sincerely,



Jerry A Groeneveld, CMAE 3
Senior Appraiser

Benefit Analysis for the Barclay Street Reconstruction Project

Table B
Front Foot Benefit Calculations

TRUE CASH VALUE (\$)*	BENEFIT %	BENEFIT (\$)*	FRONT FOOTAGE*	FRONT FOOT (\$)
4,580,490	4.0%	\$183,220	4,902.7	37.37

* Aggregate of all properties in the district.

However, the topography of parcel numbers 24-036-400-0014-00 and 24-036-400-0016-00 severely inhibits complete development of these properties. There is a significant amount of land area in the ravine parallel to Ruddiman Creek. Therefore, it is recommended that the assessable frontage of these parcels be reduced by 50%. No other adverse or extraordinary conditions were apparent.

SUMMARY AND CONCLUSIONS

Generally, a special assessment district will be upheld unless there is a substantial or unreasonable disparity between the assessment amount and the value of the land as improved. In **Dixon Road Group vs City of Novi...** 426 Mich 390; 395 NW2d 211 (1996) the court invalidated a special assessment where the assessed value was 2.6 times greater than, "the general rule is well settled that the benefits which property will derive from a local improvement should be determined by the difference in the market value of the property before and after the making of the improvement" (Dixon, at 399). The appraiser in Dixon presented evidence showing the likely increase in land values, and concluded the assessment amount to be 2.6 times greater than the resulting increase (Dixon, at 395-96). The court was able to rely on competent evidence to determine the proportionality of the assessment to the increase, ultimately reaching a conclusion that it was substantially and unreasonably disproportionate.

For example, adding a swimming pool to a property might cost money (both initially and during operation); however, the homeowner may receive more money upon resale of the property if it has a pool. This is the nature of investments and improvements to realty. In determining the validity of a special assessment the issue is whether or not there is a reasonable proportionality between the additional value added and the cost imposed. A property owner is probably accurate in concluding that people will not relocate to the special assessment district solely because of this improvement. Regardless of motive, a prospective purchaser of realty will pay more for enhancements that add value to the land, and less for less valuable land. The type of improvements on land values within the assessment district will determine which result will occur.

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

Assessor
231/724-6708
FAX/726-5181

Cemetery
231/724-6783
FAX/726-5617

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

Clerk
231/724-6705
FAX/724-4178

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

Engineering
231/724-6707
FAX/727-6904

Finance
231/724-6713
FAX/724-6768

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

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

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

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

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

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

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

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

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

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

Treasurer
231/724-6720
FAX/724-6768

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

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

January 12, 2001



Parcel Number _____: at _____

NOTICE OF HEARING ON SPECIAL ASSESSMENT

Dear Property Owner:

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

Barclay Street, Sherman Avenue to Hackley Avenue.

The proposed special assessment district will be located as follows:

All parcels abutting Barclay Street 90' north of the north ROW line of Sherman Avenue to the south ROW line of Hackley Avenue.

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

Public Hearings

An initial public hearing to consider the creation of a special assessment district will be held at the City of Muskegon City Commission Chambers on January 23, 2001 at 5:30 P.M. You are encouraged to appear at this hearing, either in person, by agent or in writing to express your opinion, approval, or objection concerning the proposed special assessment. We are enclosing a Hearing Response Card for you to indicate your agreement or opposition to the special assessment. This card includes the property identification and description, assessable footage per City policy, and the estimated cost of the assessment. You may also appear, as above, in lieu of, or in addition to mailing your response card to the City Clerk. Written objections or appearances must be made at or prior to the hearing. NOTE: THE SPECIAL ASSESSMENT WILL BE CREATED OR NULLIFIED AT THIS HEARING. IT IS IMPORTANT FOR YOU TO COMMENT AT THIS HEARING IF YOU WANT YOUR OPINION COUNTED FOR THE SPECIAL ASSESSMENT.

A second public hearing will be held to confirm the special assessment roll after the project is under way. You will be mailed a separate notice for the second hearing. At this second hearing the special assessment costs will be spread on the affected properties accordingly. YOU ARE HEREBY NOTIFIED THAT YOU HAVE A RIGHT TO PROTEST YOUR ASSESSMENT AMOUNT AGAINST YOUR PARCEL EITHER IN WRITING OR IN PERSON AT THIS HEARING. IF THE SPECIAL ASSESSMENT ROLL IS CONFIRMED AT THE SECOND HEARING, YOU WILL HAVE THIRTY (30) DAYS FROM THE DATE OF CONFIRMATION OF THE ROLL TO FILE A WRITTEN APPEAL WITH THE MICHIGAN STATE TAX TRIBUNAL. HOWEVER, UNLESS YOU PROTEST AT THE INITIAL HEARING OR AT THE SECOND HEARING CONFIRMING THE ROLL, EITHER IN PERSON, BY AGENT, OR IN WRITING BEFORE OR AT THE HEARING, YOUR RIGHT TO APPEAL TO THE MICHIGAN TAX TRIBUNAL WILL BE LOST.

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

24,231/0 \$ 145,410.92 **Estimated Costs**

The total estimated cost of the street portion of the project is \$600,000 of which approximately 29.16% (\$174,941.65) will be paid by special assessment to property owners. Your property's estimated share of the special assessment is shown on the attached hearing response card. The remaining costs will be paid by the City.

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

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

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

Sincerely,

Mohammed Al-Shatel, P.E.
City Engineer

Special Assessment Payment Options

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**.

SPECIAL ASSESSMENT
HEARING RESPONSE CARD

To have your vote count, please
Return This Card By: January 23, 2001

Project Title: Barclay Street, Sherman Avenue to Hackley Avenue.
Project Description: All parcels abutting Barclay Street 90' north of the north ROW line of Sherman Avenue to the south ROW line of Hackley Avenue.

INSTRUCTIONS

If you wish to have your written vote included as part of the tabulation of votes forwarded to the City Commission for the scheduled public hearing, please return this card by the date indicated above. To use this response card please indicate whether you Oppose or Favor this special assessment project, sign the form and return it to the City Clerk's Office. To return this card by mail, simply fold on the dotted lines so the address on the reverse side is showing. Be sure to seal the form with a small piece of tape or staple prior to mailing.

Assessment Information

Property Address:

Parcel Number

MAP Number:

Assessable Frontage:

Estimated Front Foot Cost:

ESTIMATED TOTAL COST

Property Description

VINCE-ANN SUB-DIVISION # 1 LOT 29

Your vote COUNTS!

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

I AM IN FAVOR

☐

I AM OPPOSED

☐

Owner _____	Owner _____
Signature _____	Signature _____
Address _____	Address _____

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

**CITY OF MUSKEGON
BARCLAY STREET H-1321
REQUEST FOR WAIVER OF SPECIAL ASSESSMENT**

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

Dear Resident:

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

Application Requirements:

- ✓ Applicants must submit proof that their total household income does not exceed **65% of Area Median Income** (see chart below); Proof of income may include copies of Wage & Tax Statement (W-2's) from the year 2000, pension or other benefit checks, bank statements for direct deposits or agency statements for all household income.

2000

65% MEDIAN HOUSEHOLD INCOME CHART

FAMILY SIZE	INCOME LIMIT
1	\$22,800
2	26,040
3	29,340
4	32,580
5	35,160
6	37,800
7	40,380
8	43,020
For each extra, add	3,240

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

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

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

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

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

CITY OF MUSKEGON
NOTICE OF PUBLIC HEARINGS
SPECIAL ASSESSMENT DISTRICTS

PLEASE TAKE NOTICE that a special assessment district is proposed to be created by the Muskegon City Commission for the following projects:

Barclay Street, Sherman Avenue to Hackley Avenue &
Sherman Blvd., Lincoln Street to Glenside Blvd.

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

- **All parcels abutting the North R-O-W of Sherman Blvd. from the west R-O-W line of Lincoln to 280' west of the Centerline of Wickham Drive and from 315' east of the centerline of Wickham Drive to 326' west of the centerline of Glenside Blvd.**
- &
- **All properties abutting Barclay Street 90' north of the north R-O-W line of Sherman Blvd. to the south R-O-W line of Hackley Avenue.**

It is proposed that a percentage of the cost of the improvement will be paid through special assessments. Preliminary plans and cost estimates are on file in the City Hall in the Engineering Department and may be examined during regular business hours at the Engineering Department between 8:00 A.M. and 5:00 P.M. on weekdays, except holidays.

THE HEARING WILL BE HELD IN THE MUSKEGON CITY COMMISSION CHAMBERS ON **JANUARY 23, 2001 AT 5:30 O'CLOCK P.M.**

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

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

PUBLISH: **JANUARY 13, 2001**

Gail Kundering, City Clerk

ADA POLICY

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

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

H-1321

Barclay Street, Sherman Avenue to Hackley Avenue.

24-036-400-0004-00	HEALTH CARE & RET CORP	ASSESSABLE FEET:	450
24-30-36-400-001	333 N SUMMIT ST POB 10086	COST PER FOOT:	\$36.35
@ 1061 W HACKLEY A	TOLEDO OH 43699-0086	ESTIMATED P.O. COST:	\$16,357.50

24-036-400-0005-00	PIONEER ARBOUR INC	ASSESSABLE FEET:	250
24-30-36-400-033	1145 E WESLEY	COST PER FOOT:	\$36.35
@ 2300 BARCLAY S	MUSKEGON MI 49442-0000	ESTIMATED P.O. COST:	\$9,087.50

24-036-400-0006-00	LOYAL ORDER/MOOSE 491	ASSESSABLE FEET:	602.85
24-30-36-400-002	2330 BARCLAY STREET	COST PER FOOT:	\$36.35
@ 2330 BARCLAY S	MUSKEGON MI 49441	ESTIMATED P.O. COST:	\$21,913.60

24-036-400-0014-00	KLING THADDEUS JR	ASSESSABLE FEET:	951 $\frac{1}{2} = 475.5$
24-30-36-400-031	710 BRIDGEVIEW BAY DR	COST PER FOOT:	\$36.35
@ 0 BARCLAY S	MUSKEGON MI 49441-0000	ESTIMATED P.O. COST:	\$34,568.85 \$17,284.43

24-036-400-0015-00	MASON WALTER JR TRUST	ASSESSABLE FEET:	171
24-30-36-400-012	3380 GLADE ST	COST PER FOOT:	\$36.35
@ 2585 BARCLAY S	MUSKEGON HEI MI 49444	ESTIMATED P.O. COST:	\$6,215.85

24-036-400-0016-00	BARCLAY CO LLC	ASSESSABLE FEET:	673.8 $\frac{1}{2} = 336.9$
24-30-36-400-004	20641 COUNTRY CREEK DR	COST PER FOOT:	\$36.35
@ 0 BARCLAY S	ESTERO FL 33928	ESTIMATED P.O. COST:	\$24,492.63 \$12,246.31

24-036-400-0017-00	LANGLOIS DUANE M	ASSESSABLE FEET:	464.5
24-30-36-400-013	760 BROOKRIDGE DR	COST PER FOOT:	\$36.35
@ 2544 BARCLAY S	MUSKEGON MI 49441-5483	ESTIMATED P.O. COST:	\$16,884.58

H-1321

Barclay Street, Sherman Avenue to Hackley Avenue.

24-036-400-0018-00	LANGLOIS DUANE M	ASSESSABLE FEET:	162.5
24-30-36-400-032	760 BROOKRIDGE DR	COST PER FOOT:	\$36.35
@ 0W SHERMAN B	MUSKEGON MI 49441-5483	ESTIMATED P.O. COST:	\$5,906.88

24-830-000-0023-00	VELA ORLANDO/JONES SCOTT	ASSESSABLE FEET:	66.77
24-30-36-401-028	4280 AIRLINE RD	COST PER FOOT:	\$36.35
@ 1101W HACKLEY A	MUSKEGON MI 49444	ESTIMATED P.O. COST:	\$2,427.09

24-831-000-0024-00	KENT THOMAS C	ASSESSABLE FEET:	72.83
24-30-36-402-007	2264 VINCENT RD	COST PER FOOT:	\$36.35
@ 2261 BARCLAY S	MUSKEGON MI 49441	ESTIMATED P.O. COST:	\$2,647.37

24-831-000-0026-00	ALLARD K A/HOPMA B K	ASSESSABLE FEET:	95
24-30-36-402-008	2274 VINCENT RD	COST PER FOOT:	\$36.35
@ 2274 VINCENT DR	MUSKEGON MI 49441	ESTIMATED P.O. COST:	\$3,453.25

24-831-000-0027-10	SOHASKY FRANK J	ASSESSABLE FEET:	95
24-30-36-402-018	2281 BARCLAY	COST PER FOOT:	\$36.35
@ 2281 BARCLAY S	MUSKEGON MI 49441	ESTIMATED P.O. COST:	\$3,453.25

24-831-000-0028-10	MACDONALD JOHN F	ASSESSABLE FEET:	95
24-30-36-402-019	2297 BARCLAY	COST PER FOOT:	\$36.35
@ 2297 BARCLAY S	MUSKEGON MI 49441	ESTIMATED P.O. COST:	\$3,453.25

24-831-000-0029-00	AARDEMA WANDA	ASSESSABLE FEET:	100
24-30-36-402-011	2314 VINCENT RD	COST PER FOOT:	\$36.35
@ 2314 VINCENT DR	MUSKEGON MI 49441	ESTIMATED P.O. COST:	\$3,635.00

H-1321

Barclay Street, Sherman Avenue to Hackley Avenue.

24-831-000-0030-00	BIALIK DAVID/SUSAN	ASSESSABLE FEET:	122.65
24-30-36-402-012	2330 VINCENT RD	COST PER FOOT:	\$36.35
@ 2330	VINCENT DR MUSKEGON MI 49441	ESTIMATED P.O. COST:	\$4,458.33

24-831-000-0031-00	SIMPSON PATRICK L/SHARON E	ASSESSABLE FEET:	122
24-30-36-402-013	2344 VINCENT	COST PER FOOT:	\$36.35
@ 2344	VINCENT DR MUSKEGON MI 49441	ESTIMATED P.O. COST:	\$4,434.70

24-831-000-0032-00	KMIECIK WANDA K	ASSESSABLE FEET:	113.5
24-30-36-402-014	2356 VINCENT RD	COST PER FOOT:	\$36.35
@ 2356	VINCENT DR MUSKEGON MI 49441	ESTIMATED P.O. COST:	\$4,125.73

24-831-000-0033-00	FRITZEMEIER MIRIAM/WILLIAM	ASSESSABLE FEET:	102.15
24-30-36-402-016	2375 BARCLAY	COST PER FOOT:	\$36.35
@ 2375	BARCLAY S MUSKEGON MI 49441	ESTIMATED P.O. COST:	\$3,713.15

24-831-000-0035-00	MEYER PATRICIA A	ASSESSABLE FEET:	102.15
24-30-36-402-017	2391 BARCLAY	COST PER FOOT:	\$36.35
@ 2391	BARCLAY S MUSKEGON MI 49441	ESTIMATED P.O. COST:	\$3,713.15

SUM OF ASSESSABLE FOOTAGE:	<u>4812.70</u>	SUM OF ESTIMATED P.O. COST:	<u>\$174,941.65</u>
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TOTAL NUMBER OF ASSESSABLE PARCELS	19
------------------------------------	----

145,410.92

SPECIAL ASSESSMENT
HEARING RESPONSE CARD

To have your vote count, please
Return This Card By: January 23, 2001

Project Title: Barclay Street, Sherman Avenue to Hackley Avenue.
Project Description: All parcels abutting Barclay Street 90' north of the north ROW line of Sherman Avenue to the south ROW line of Hackley Avenue.

INSTRUCTIONS

If you wish to have your written vote included as part of the tabulation of votes forwarded to the City Commission for the scheduled public hearing, please return this card by the date indicated above. To use this response card please indicate whether you Oppose or Favor this special assessment project, sign the form and return it to the City Clerk's Office. To return this card by mail, simply fold on the dotted lines so the address on the reverse side is showing. Be sure to seal the form with a small piece of tape or staple prior to mailing.

Assessment Information

Property Address:	2274	VINCENT DR
Parcel Number	24-831-000-0026-00	
MAP Number:	24-30-36-402-008	
Assessable Frontage:	95	Feet
Estimated Front Foot Cost:	\$36.35	per Foot
ESTIMATED TOTAL COST	\$3,453.25	

RECEIVED

JAN 17 2001

City Clerk's Office

Property Description

VINCE-ANN SUB-DIVISION # 1 LOT 26

Your vote COUNTS!

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

I AM IN FAVOR



I AM OPPOSED



Owner Kathleen A. Allard
Signature Kathleen A. Allard
Address 2274 Vincent Dr.

Owner _____
Signature _____
Address _____

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

SPECIAL ASSESSMENT
HEARING RESPONSE CARD

To have your vote count, please

Return This Card By: January 23, 2001

Project Title: Barclay Street, Sherman Avenue to Hackley Avenue.

Project Description: All parcels abutting Barclay Street 90' north of the north ROW line of Sherman Avenue to the south ROW line of Hackley Avenue.

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Assessment Information

Property Address: 2391 BARCLAY ST

Parcel Number 24-831-000-0035-00

MAP Number: 24-30-36-402-017

Assessable Frontage: 102.15 Feet

Estimated Front Foot Cost: \$36.35 per Foot

ESTIMATED TOTAL COST \$3,713.15

Property Description

VINCE-ANN SUB-DIVISION # 1 LOT 35

RECEIVED
JAN 23 2001
City Clerk's Office

Your vote COUNTS!

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

I AM IN FAVOR

☐

I AM OPPOSED

☒

Owner

Owner

Signature

Signature

Address

Address

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

SPECIAL ASSESSMENT
HEARING RESPONSE CARD

To have your vote count, please
Return This Card By: January 23, 2001

Project Title: Barclay Street, Sherman Avenue to Hackley Avenue.
Project Description: All parcels abutting Barclay Street 90' north of the north ROW line of Sherman Avenue to the south ROW line of Hackley Avenue.

INSTRUCTIONS

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Assessment Information

Property Address: 2261 BARCLAY ST
Parcel Number 24-831-000-0024-00
MAP Number: 24-30-36-402-007
Assessable Frontage: 72.83 Feet
Estimated Front Foot Cost: \$36.35 per Foot
ESTIMATED TOTAL COST \$2,647.37

RECEIVED

JAN 17 2001

City Clerk's Office

Property Description

VINCE-ANN SUB-DIVISION # 1 LOT 24

Your vote COUNTS!

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

I AM IN FAVOR

☐

I AM OPPOSED

☒

Owner	_____	Owner	THOMAS C KENT
Signature	_____	Signature	THOMAS C KENT
Address	_____	Address	2261 VINCE-ANN DR.

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

KENT THOMAS C

SPECIAL ASSESSMENT
HEARING RESPONSE CARD

To have your vote count, please

Return This Card By: January 23, 2001

Project Title: Barclay Street, Sherman Avenue to Hackley Avenue.

Project Description: All parcels abutting Barclay Street 90' north of the north ROW line of Sherman Avenue to the south ROW line of Hackley Avenue.

INSTRUCTIONS

If you wish to have your written vote included as part of the tabulation of votes forwarded to the City Commission for the scheduled public hearing, please return this card by the date indicated above. To use this response card please indicate whether you Oppose or Favor this special assessment project, sign the form and return it to the City Clerk's Office. To return this card by mail, simply fold on the dotted lines so the address on the reverse side is showing. Be sure to seal the form with a small piece of tape or staple prior to mailing.

Assessment Information

Property Address: 2344 VINCENT DR

Parcel Number 24-831-000-0031-00

MAP Number: 24-30-36-402-013

Assessable Frontage: 122 Feet

Estimated Front Foot Cost: \$36.35 per Foot

ESTIMATED TOTAL COST \$4,434.70

Property Description

VINCE-ANN SUB-DIVISION # 1 LOT 31

RECEIVED

JAN 17 2001

City Clerk's Office

Your vote COUNTS!

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

I AM IN FAVOR



I AM OPPOSED



Owner _____

Owner Pat & Sharon Simpson

Signature _____

Signature Pat Simpson Sharon Simpson

Address _____

Address 2344 VINCENT

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

SIMPSON PATRICK L SHARON E

INSTRUCTIONS

If you wish to have your written vote included as part of the tabulation of votes forwarded to the City Commission for the scheduled public hearing, please return this card by the date indicated above. To use this response card please indicate whether you Oppose or Favor this special assessment project, sign the form and return it to the City Clerk's Office. To return this card by mail, simply fold on the dotted lines so the address on the reverse side is showing. Be sure to seal the form with a small piece of tape or staple prior to mailing.

Assessment Information

Property Address: 2330 BARCLAY ST

Parcel Number 24-036-400-0006-00

MAP Number: 24-30-36-400-002

Assessable Frontage: 602.85 Feet

Estimated Front Foot Cost: \$36.35 per Foot

ESTIMATED TOTAL COST \$21,913.60

RECEIVED

JAN 17 2001

City Clerk's Office

Property Description

COMM @ CENTER OF SEC 36 T1N R17W TH N 89 DEG 52 MIN E ALG E & W 1/4 LINE 685.36 FT FOR POB TH S 0 DEG 08 MIN E 2350.25 FT TH CONTINUING S 0 DEG 10 MIN W 1100.6 FT TO S LINE OF NW 1/4 OF SE 1/4 TH E ON S LINE OF SD SEC TO W SIDE OF STEIN ST TH N ALG W SIDE OF STEIN ST TO CENTER OF HACKLEY AVE TH W ALG CENTER OF HACKLEY AVE TO POB EXC N 733 FT THEREOF

Your vote COUNTS!

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

I AM IN FAVOR



I AM OPPOSED



Owner

Owner

MOUSE LODGE #491

Signature

Signature

And Summer

Address

Address

2330 Barclay St

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

LOYAL ORDER MOOSE #1

SPECIAL ASSESSMENT
HEARING RESPONSE CARD

RECEIVED

25 13 2001

City Clerk's Office

To have your vote count, please

Return This Card By: January 23, 2001

Project Title: Barclay Street, Sherman Avenue to Hackley Avenue.

Project Description: All parcels abutting Barclay Street 90' north of the north ROW line of Sherman Avenue to the south ROW line of Hackley Avenue.

INSTRUCTIONS

If you wish to have your written vote included as part of the tabulation of votes forwarded to the City Commission for the scheduled public hearing, please return this card by the date indicated above. To use this response card please indicate whether you Oppose or Favor this special assessment project, sign the form and return it to the City Clerk's Office. To return this card by mail, simply fold on the dotted lines so the address on the reverse side is showing. Be sure to seal the form with a small piece of tape or staple prior to mailing.

Assessment Information

Property Address:	2314	VINCENT DR
Parcel Number	24-831-000-0029-00	
MAP Number:	24-30-36-402-011	
Assessable Frontage:	100	Feet
Estimated Front Foot Cost:	\$36.35	per Foot
ESTIMATED TOTAL COST	\$3,635.00	

Property Description

VINCE-ANN SUB-DIVISION # 1 LOT 29

Your vote COUNTS!

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

I AM IN FAVOR



THOMAS J. AARDEMA

Owner

Thomas J. Aardema

Signature

Thomas J. Aardema

Address

1045 LEROUX RD
MUSKEGON MI

I AM OPPOSED



VALERIE WILKES

Owner

Signature

Valerie Wilkes

Address

505 WELLS FARGO #1909
HOUSTON TX 77090

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

**SPECIAL ASSESSMENT
HEARING RESPONSE CARD**

To have your vote count, please
Return This Card By: January 23, 2001

Project Title: Barclay Street, Sherman Avenue to Hackley Avenue.
Project Description: All parcels abutting Barclay Street 90' north of the north ROW line of Sherman Avenue to the south ROW line of Hackley Avenue.

INSTRUCTIONS

If you wish to have your written vote included as part of the tabulation of votes forwarded to the City Commission for the scheduled public hearing, please return this card by the date indicated above. To use this response card please indicate whether you Oppose or Favor this special assessment project, sign the form and return it to the City Clerk's Office. To return this card by mail, simply fold on the dotted lines so the address on the reverse side is showing. Be sure to seal the form with a small piece of tape or staple prior to mailing.

Assessment Information

Property Address: 2281 BARCLAY ST
Parcel Number 24-831-000-0027-10
MAP Number: 24-30-36-402-018
Assessable Frontage: 95 Feet
Estimated Front Foot Cost: \$36.35 per Foot
ESTIMATED TOTAL COST \$3,453.25

Property Description

VINCE ANN SUBDIVISION #1 THAT PART OF LOT 27 DESC AS FOL: COM AT NE COR OF SD LOT FOR POB, TH S 85 DEG 29 MIN W ALG N LINE OF SD LOT 112 FT, TH S 00 DEG 07 MIN 30 SEC W 95 84 FT TO S LINE OF SD LOT, TH N 85 DEG 03 MIN E ALG SD S LINE 112 FT TO SE COR OF SD LOT, TH N 00 DEG 10 MIN E ALG E LINE OF SD LOT 95 FT TO POB

Your vote COUNTS!

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

I AM IN FAVOR



I AM OPPOSED



Owner

Frank J. Schasky

Owner

Signature

Signature

Address

2281 Barclay St

Address

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

**SPECIAL ASSESSMENT
HEARING RESPONSE CARD**

To have your vote count, please

Return This Card By: January 23, 2001

Project Title: Barclay Street, Sherman Avenue to Hackley Avenue.
Project Description: All parcels abutting Barclay Street 90' north of the north ROW line of Sherman Avenue to the south ROW line of Hackley Avenue.

INSTRUCTIONS

If you wish to have your written vote included as part of the tabulation of votes forwarded to the City Commission for the scheduled public hearing, please return this card by the date indicated above. To use this response card please indicate whether you Oppose or Favor this special assessment project, sign the form and return it to the City Clerk's Office. To return this card by mail, simply fold on the dotted lines so the address on the reverse side is showing. Be sure to seal the form with a small piece of tape or staple prior to mailing.

Assessment Information

Property Address: 2297 BARCLAY ST
Parcel Number 24-831-000-0028-10
MAP Number: 24-30-36-402-019
Assessable Frontage: 95 Feet
Estimated Front Foot Cost: \$36.35 per Foot
ESTIMATED TOTAL COST \$3,453.25

Property Description

VINCE-ANN SUB-DIVISION # 1 LOT 28, EXCEPT THE W 120 FT

RECEIVED
JAN 23 2001
City Clerk's Office

Your vote COUNTS!

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

I AM IN FAVOR



I AM OPPOSED



Owner JOHN F. Mc DONALD Owner _____

Signature John F. McDonald Signature _____

Address 2297 BARCLAY ST Address _____

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

MACDONALD JOHN F

SPECIAL ASSESSMENT
HEARING RESPONSE CARD

RECEIVED

JAN 11 2001

City Clerk's Office

To have your vote count, please

Return This Card By: January 23, 2001

Project Title: Barclay Street, Sherman Avenue to Hackley Avenue.

Project Description: All parcels abutting Barclay Street 90' north of the north ROW line of Sherman Avenue to the south ROW line of Hackley Avenue.

INSTRUCTIONS

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Assessment Information

Property Address:	2330	VINCENT DR
Parcel Number	24-831-000-0030-00	
MAP Number:	24-30-36-402-012	
Assessable Frontage:	122.65	Feet
Estimated Front Foot Cost:	\$36.35	per Foot
ESTIMATED TOTAL COST	\$4,458.33	

Property Description

VINCE-ANN SUB-DIVISION # 1 LOT 30

Your vote COUNTS!

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

I AM IN FAVOR

☐

I AM OPPOSED

☒

Owner _____

Owner

David/Susan Bialik

Signature _____

Signature

David Bialik Susan B Bialik

Address _____

Address

2330 Vincent Dr

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

BIALIK DAVID/SUSAN

SPECIAL ASSESSMENT
HEARING RESPONSE CARD

To have your vote count, please

Return This Card By: January 23, 2001

Project Title: Barclay Street, Sherman Avenue to Hackley Avenue.

Project Description: All parcels abutting Barclay Street 90' north of the north ROW line of Sherman Avenue to the south ROW line of Hackley Avenue.

INSTRUCTIONS

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Assessment Information

Property Address: 4401 W HACKLEY AVE

Parcel Number 24-830-000-0023-00

MAP Number: 24-30-36-401-028

Assessable Frontage: 66.77 Feet

Estimated Front Foot Cost: \$36.35 per Foot

ESTIMATED TOTAL COST \$2,427.09

Property Description

VINCE ANN SUB DIVISION LOT 23

RECEIVED

JAN 18 2001

City Clerk's Office

Your vote COUNTS!

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

I AM IN FAVOR



I AM OPPOSED



Owner

Owner

Signature

Signature

Address

Address

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

VELA ORLANDO JONES SCOTT'S

H-1312 BARCLAY STREET, SHERMAN TO HACKLEY

PROPERTY OWNER SPECIAL ASSESSMENT RESPONSE TABULATION

	<u>FEET</u>	<u>PERCENTAGE</u>	total of 19 parcels			
			FOR		OPPOSE	
			13 24-30-36-402-019	95	1 24-30-36-402-011	100
			18 24-30-36-402-018	95	2 24-30-36-402-008	95
			2300 24-30-36-400-033	250	4 24-30-36-402-012	122.65
TOTAL ASSESSABLE FRONT FOOTAGE	4000.300 ***				7 24-30-36-402-007	72.83
					12 24-30-36-400-002	602.85
FRONT FEET OPPOSED	1284.25	32.10%			15 24-30-36-402-017	102.15
					17 24-30-36-402-013	122
RESPONDING FRONT FEET IN FAVOR	440.000	11.00%			19 24-30-36-401-028	66.77
NOT RESPONDING - FRONT FEET IN FAVOR	2276.050	56.90%				
TOTAL FRONT FEET IN FAVOR	2716.050	67.90%				
			TOTALS	440		1284.25

***INCLUDES ONLY 50% OF PARCELS 24-30-36-400-031 & 24-30-36-400-004 PER THE ASSESSOR'S RECOMMENDATION

Date: January 23, 2001
To: Honorable Mayor and City Commissioners
From: Engineering
RE: Public Hearing
Create Special Assessment District for:
SHERMAN BLVD., LINCOLN TO GLENSIDE

SUMMARY OF REQUEST:

To hold a public hearing on the proposed special assessment of the **Sherman, Glenside to Lincoln**, and to create the special assessment district and appoint two City Commissioners to the Board of Assessors if it is determined to proceed with the project

FINANCIAL IMPACT:

None at this time.

BUDGET ACTION REQUIRED:

None at this time.

STAFF RECOMMENDATION:

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

COMMITTEE RECOMMENDATION:

CITY OF MUSKEGON

Resolution No. 2001-9(b)

Resolution At First Hearing Creating Special Assessment District
For North R-O-W of Sherman Blvd. from the west R-O-W line of Lincoln to 280' west of the
Centerline of Wickham Drive and from 315' east of the centerline of Wickham Drive to 326' west of
the centerline of Glenside Blvd.

Location and Description of Properties to be Assessed:

See Exhibit A attached to this resolution

RECITALS:

1. A hearing has been held on **JANUARY 23, 2001** at 5:30 o'clock p.m. at the City Commission Chambers. Notice was given by mail and publication as required by law.
2. That estimates of costs of the project, a feasibility report and valuation and benefit information are on file with the City and have been reviewed for this hearing.
3. At the hearing held **JANUARY 23, 2001**, there were 47.81 % 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 Benedict and Schweifler and the City Assessor who are hereby directed to prepare an assessment roll. Assessments shall be made upon front foot basis.
4. Based on the City's Special Assessment policy and preliminary estimates it is expected that approximately **10.37%** of the cost of the street improvement will be paid by special assessments.
5. Upon submission of the special assessment roll, the City staff is hereby directed to notify all owners and persons interested in properties to be assessed of the hearing at which the City Commission will consider confirmation of the special assessment roll.

This resolution adopted.

Ayes Schweifler, Shepherd, Sieradzki, Spataro, Aslakson, Nielsen

Nays Benedict

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 **JANUARY 23, 2001**. The meeting was properly held and noticed pursuant to the Open Meetings Act of the State of Michigan, Act 267 of the Public Acts of 1976.

CITY OF MUSKEGON

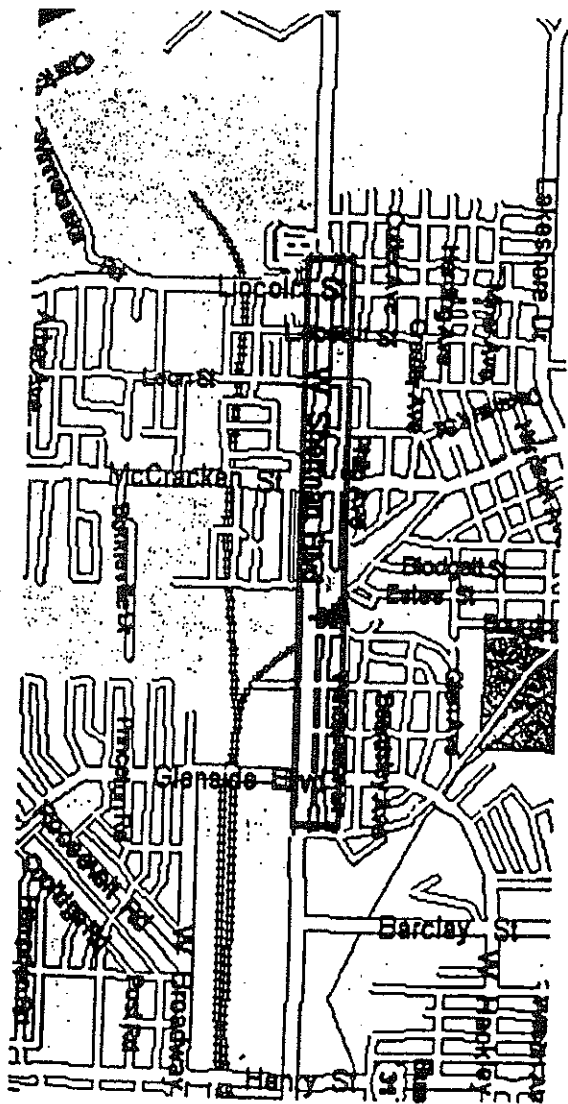
By Gail A. Kunding
Gail A. Kunding, Clerk

EXHIBIT A

SHERMAN, GLENSIDE TO LINCOLN

SPECIAL ASSESSMENT DISTRICT

All properties abutting that section of THE North R-O-W of Sherman Blvd. from the west R-O-W line of Lincoln to 280' west of the Centerline of Wickham Drive and from 315' east of the centerline of Wickham Drive to 326' west of the centerline of Glenside Blvd. Morton, Torrent to Bourdon.



AFFIDAVIT OF MAILING BY CITY CLERK

STATE OF MICHIGAN)
) SS
COUNTY OF MUSKEGON)

GAIL A. KUNDINGER, BEING FIRST DULY SWORN, DEPOSES AND SAYS THAT SHE IS THE CITY CLERK OF THE CITY OF MUSKEGON; THAT AT A HEARING HELD ON THE 23 RD DAY OF JANUARY, 2001 THE CITY COMMISSION ADOPTED A RESOLUTION CREATING THE FOLLOWING SPECIAL ASSESSMENT DISTRICT:

All parcels abutting the north ROW of Sherman Boulevard from the west ROW line of Lincoln to 280' west of the Centerline of Wickham Drive and from 315' east of the centerline of Wickham Drive to 326' west of the centerline of Glenside Boulevard.

A NOTICE OF THE SAID HEARING WAS DULY PUBLISHED IN THE MUSKEGON CHRONICLE, A DAILY NEWSPAPER OF GENERAL CIRCULATION IN THE CITY OF MUSKEGON, ON JANUARY 13, 2001.

DEPONENT FURTHER 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 12TH DAY OF JANUARY, 2001.

Gail A. Kunderger
GAIL A. KUNDINGER, CITY CLERK

SUBSCRIBED AND SWORN TO BEFORE ME THIS
29th DAY OF January, 2001.

Linda S. Potter

NOTARY PUBLIC, MUSKEGON COUNTY, MICHIGAN

MY COMMISSION EXPIRES 9-25-02

**ENGINEERING FEASIBILITY STUDY
SHERMAN BLVD.
GLENSIDE TO LINCOLN**

The proposed milling and resurfacing of Sherman Blvd., Glenside to Lincoln (except the section by Wickham), see attached special assessment district map, was initiated by the City due to the roadway's conditions which has reached a critical level. We feel that the proposed work will extend the life of this section of roadway by at least 10-years. On the other hand, waiting much longer could cause additional and more serious distresses that prevent this type of improvement from being effective and render reconstruction (removing and replacing the pavement) as the only option and that would almost double the cost.

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

The preliminary cost estimate for the work associated with paving is approximately \$850,000 with the length of the project being approximately 6,156 lineal feet or 4981.38 of assessable front footage. This translates into an estimated improvement cost of \$110.60 per assessable foot. The assessment figure will be at a cost not to exceed ~~\$16.35~~ per front foot.

\$17.70

MUSKEGON COUNTY

M I C H I G A N

173 E. APPLE AVE., BUILDING C, MUSKEGON, MICHIGAN 49442
(231) 724-6386
FAX (231) 724-1129

EQUALIZATION DEPARTMENT

BOARD OF COMMISSIONERS

Kenneth J. Hulka, Chair
Bill Gill, Vice Chair
Paul Baade
Douglas Bennett
Nancy G. Frye
Jacob O. Funkhouser
James J. Kobza
Louis McMurray
Clarence Start

January 17, 2001

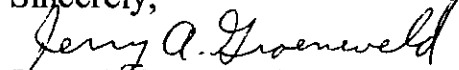
Mohammed Al-Shatel, City Engineer
933 Terrace Street
Muskegon, MI 49443

Mr. Al-Shatel:

In accordance with your request, I have examined the proposed special assessment district entailing the milling and resurfacing of Sherman Boulevard located between Glenside Boulevard and Lincoln Street. The purpose of this analysis is to document the reasonableness of this special assessment district by identifying and quantifying any accrued benefits. It is subject to the normal governmental restrictions of escheat, taxation, police power and eminent domain. The effective date is January 17, 2001.

In conclusion, it is my opinion that the special assessment amounts justly and reasonably represents the accrued benefits to the properties encompassed by this project. The amounts reflect the sum of the immediate estimated value enhancement and the intrinsic value that will accrue from an overall increase in property values due to an improved quality of life created by the proposed project. As previously presented, the proposed special assessment district encompasses a mixture of properties, but the front foot rate of \$ 17.70 appears reasonable in light of analysis that indicates a probable enhancement of \$18.12. The conclusions are based upon the data presented within this limited analysis in restricted format, and on supporting information in my files.

Sincerely,


Jerry A Groeneveld, CMAE 3
Senior Appraiser

***Benefit Analysis for the Sherman Boulevard Milling & Resurfacing Project.
H-1517***

**Table B
Front Foot Benefit Calculations**

TRUE CASH VALUE*	BENEFIT %	BENEFIT (\$)	FRONT FOOTAGE*	\$ FRONT FOOT
4,658,600	2 %	93,132	5,140.58	18.12

* Aggregate of all properties in the district.

However, the topography of parcel numbers 24-645-000-0022-00 and 24-645-000-0023-00 severely inhibits complete development of these properties. Therefore, it is recommended that the assessable frontage of these parcels be reduced by 50%. No other adverse or extraordinary conditions were apparent.

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

Assessor
231/724-6708
FAX/726-5181

Cemetery
231/724-6783
FAX/726-5617

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

Clerk
231/724-6705
FAX/724-4178

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

Engineering
231/724-6707
FAX/727-6904

Finance
231/724-6713
FAX/724-6768

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

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

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

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

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

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

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

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

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

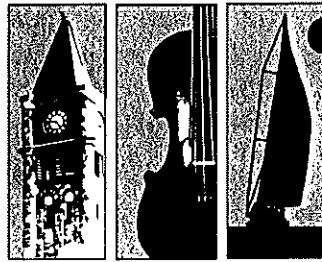
Public Works
231/724-4100
FAX/722-4188

Treasurer
231/724-6720
FAX/724-6768

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

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

MUSKEGON



West Michigan's Shoreline City

January 12, 2001

Parcel Number _____: at _____

NOTICE OF HEARING ON SPECIAL ASSESSMENT

Dear Property Owner:

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

Sherman Boulevard, Lincoln Street to Glenside Boulevard.

The proposed special assessment district will be located as follows:

All parcels abutting the north ROW of Sherman Boulevard from the west ROW line of Lincoln to 280' west of the Centerline of Wickham Drive and from 315' east of the centerline of Wickham Drive to 326' west of the centerline of Glenside Boulevard.

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

Public Hearings

An initial public hearing to consider the creation of a special assessment district will be held at the City of Muskegon City Commission Chambers on January 23, 2001 at 5:30 P.M. You are encouraged to appear at this hearing, either in person, by agent or in writing to express your opinion, approval, or objection concerning the proposed special assessment. We are enclosing a Hearing Response Card for you to indicate your agreement or opposition to the special assessment. This card includes the property identification and description, assessable footage per City policy, and the estimated cost of the assessment. You may also appear, as above, in lieu of, or in addition to mailing your response card to the City Clerk. Written objections or appearances must be made at or prior to the hearing. **NOTE: THE SPECIAL ASSESSMENT WILL BE CREATED OR NULLIFIED AT THIS HEARING. IT IS IMPORTANT FOR YOU TO COMMENT AT THIS HEARING IF YOU WANT YOUR OPINION COUNTED FOR THE SPECIAL ASSESSMENT.**

A second public hearing will be held to confirm the special assessment roll after the project is under way. You will be mailed a separate notice for the second hearing. At this second hearing the special assessment costs will be spread on the affected properties accordingly. YOU ARE HEREBY NOTIFIED THAT YOU HAVE A RIGHT TO PROTEST YOUR ASSESSMENT AMOUNT AGAINST YOUR PARCEL EITHER IN WRITING OR IN PERSON AT THIS HEARING. IF THE SPECIAL ASSESSMENT ROLL IS CONFIRMED AT THE SECOND HEARING, YOU WILL HAVE THIRTY (30) DAYS FROM THE DATE OF CONFIRMATION OF THE ROLL TO FILE A WRITTEN APPEAL WITH THE MICHIGAN STATE TAX TRIBUNAL. HOWEVER, UNLESS YOU PROTEST AT THE INITIAL HEARING OR AT THE SECOND HEARING CONFIRMING THE ROLL, EITHER IN PERSON, BY AGENT, OR IN WRITING BEFORE OR AT THE HEARING, YOUR RIGHT TO APPEAL TO THE MICHIGAN TAX TRIBUNAL WILL BE LOST.

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

10.37% **Estimated Costs**

\$88,170.44

The total estimated cost of the street portion of the project is \$850,000 of which approximately *10.70%* (\$90,988.27) will be paid by special assessment to property owners. Your property's estimated share of the special assessment is shown on the attached hearing response card. The remaining costs will be paid by the City.

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

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

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

Sincerely,

Mohammed Al-Shatel, P.E.
City Engineer

Special Assessment Payment Options

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**.

SPECIAL ASSESSMENT
HEARING RESPONSE CARD

To have your vote count, please

Return This Card By: January 23, 2001

Project Title: Sherman Boulevard, Lincoln Street to Glenside Boulevard.
Project Description: All parcels abutting the north ROW of Sherman Boulevard from the west ROW line of Lincoln to 280' west of the Centerline of Wickham Drive and from 315' east of the centerline of Wickham Drive to 326' west of the centerline of Glenside Boulevard.

INSTRUCTIONS

If you wish to have your written vote included as part of the tabulation of votes forwarded to the City Commission for the scheduled public hearing, please return this card by the date indicated above. To use this response card please indicate whether you Oppose or Favor this special assessment project, sign the form and return it to the City Clerk's Office. To return this card by mail, simply fold on the dotted lines so the address on the reverse side is showing. Be sure to seal the form with a small piece of tape or staple prior to mailing.

Assessment Information

Property Address:

Parcel Number

MAP Number:

Assessable Frontage:

Estimated Front Foot Cost:

ESTIMATED TOTAL COST

Property Description

GLENSIDE SUB DIVISION #1 BEING PART OF BLK 615 LOT 6 LOTS 7 & 8 EX N 5 FT & W 20 FT OF WESTWOOD DR VAC ADJ TO S 86.41 FT OF LOT 8 BLK 4 ALSO THAT PART OF GREENWOOD ST VAC DESC AS COM @ SW COR LOT 6 TH S 43 DEG 23 MIN W 50 FT TH S 46 DEG 37 MIN E 36.5 FT TH E 72.15 FT TO SW COR LOT 7 TH N 46 DEG 37 MIN W 90FT TO BEG

Your vote COUNTS!

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

I AM IN FAVOR

☐

I AM OPPOSED

☐

Owner _____	Owner _____
Signature _____	Signature _____
Address _____	Address _____

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

**CITY OF MUSKEGON
SHERMAN AVENUE H-1517
REQUEST FOR WAIVER OF SPECIAL ASSESSMENT**

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

Dear Resident:

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

Application Requirements:

- ✓ **Applicants must submit proof that their total household income does not exceed 65% of Area Median Income** (see chart below); Proof of income may include copies of Wage & Tax Statement (W-2's) from the year 2000, pension or other benefit checks, bank statements for direct deposits or agency statements for all household income.

2001

65% MEDIAN HOUSEHOLD INCOME CHART	
FAMILY SIZE	INCOME LIMIT
1	\$22,800
2	26,040
3	29,340
4	32,580
5	35,160
6	37,800
7	40,380
8	43,020
For each extra, add	3,240

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

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

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

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

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

CITY OF MUSKEGON
NOTICE OF PUBLIC HEARINGS
SPECIAL ASSESSMENT DISTRICTS

PLEASE TAKE NOTICE that special assessment districts are proposed to be created by the Muskegon City Commission for the following projects:

Barclay Street, Sherman Blvd. to Hackley Avenue &
Sherman Blvd., Lincoln Street to Glenside Blvd.

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

- **All parcels abutting the North R-O-W of Sherman Blvd. from the west R-O-W line of Lincoln to 280' west of the Centerline of Wickham Drive and from 315' east of the centerline of Wickham Drive to 326' west of the centerline of Glenside Blvd.**
- &
- **All properties abutting Barclay Street 90' north of the north R-O-W line of Sherman Blvd. to the south R-O-W line of Hackley Avenue.**

It is proposed that a percentage of the cost of the improvement will be paid through special assessments. Preliminary plans and cost estimates are on file in the City Hall in the Engineering Department and may be examined during regular business hours at the Engineering Department between 8:00 A.M. and 5:00 P.M. on weekdays, except holidays.

THE HEARING WILL BE HELD IN THE MUSKEGON CITY COMMISSION CHAMBERS ON **JANUARY 23, 2001 AT 5:30 O'CLOCK P.M.**

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

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

PUBLISH: **JANUARY 13, 2001**

Gail Kunderinger, City Clerk

ADA POLICY

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

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

H-1517 Sherman Boulevard, Lincoln Street to Glenside Boulevard.

24-205-615-0001-00	CPU PROPERTIES	ASSESSABLE FEET:	80
24-30-35-456-011	3419 W BARD RD	COST PER FOOT:	\$17.70
@ 1780 W SHERMAN	MUSKEGON MI 49445-9312	ESTIMATED P.O. COST:	\$1,416.00
24-205-615-0001-10	K S CAR WASH	ASSESSABLE FEET:	90.85
24-30-35-456-012	1684 W HARBOUR TOWNE CIR	COST PER FOOT:	\$17.70
@ 1776 W SHERMAN	MUSKEGON MI 49441-6411	ESTIMATED P.O. COST:	\$1,608.05
24-205-615-0001-20	BUCKNER CONVENIENCE STOR	ASSESSABLE FEET:	183.7
24-30-35-456-013	1768 W SHERMAN BLVD	COST PER FOOT:	\$17.70
@ 1768 W SHERMAN	MUSKEGON MI 49441	ESTIMATED P.O. COST:	\$3,251.49
24-205-615-9991-00	BUCKNER SHERMAN LLC	ASSESSABLE FEET:	144.3
24-30-35-400-001	3194 S HENRY ST	COST PER FOOT:	\$17.70
@ 0 GREENW	MUSKEGON MI 49441	ESTIMATED P.O. COST:	\$2,554.11
24-205-669-0001-00	CITY OF MUSKEGON	ASSESSABLE FEET:	586
24-30-35-300-001	SEYFERTS PARK	COST PER FOOT:	\$17.70
@ 2250 W SHERMAN		ESTIMATED P.O. COST:	\$10,372.20
24-381-004-0006-00	DEWALD LORRAINE H	ASSESSABLE FEET:	201.83
24-30-35-485-016	1580 NELSON ST	COST PER FOOT:	\$17.70
@ 1704 W SHERMAN	MUSKEGON MI 49441	ESTIMATED P.O. COST:	\$3,572.39
24-381-014-0012-00	PRESBYTERIAN CHURCH	ASSESSABLE FEET:	348
24-30-35-485-017	2577 WICKHAM DR	COST PER FOOT:	\$17.70
@ 0 W SHERMAN	MUSKEGON MI 49441	ESTIMATED P.O. COST:	\$6,159.60

H-1517 Sherman Boulevard, Lincoln Street to Glenside Boulevard.

24-382-015-0014-00	ANDERSON SALLY	ASSESSABLE FEET:	50
24-30-36-359-013	1508 W SHERMAN BLVD	COST PER FOOT:	\$17.70
@ 1508 W SHERMAN	MUSKEGON MI 49441	ESTIMATED P.O. COST:	\$885.00
24-382-015-0015-00	ANDERSON SALLY	ASSESSABLE FEET:	51
24-30-36-359-012	1508 W SHERMAN	COST PER FOOT:	\$17.70
@ 1512 W SHERMAN	MUSKEGON MI 49441-0000	ESTIMATED P.O. COST:	\$902.70
24-382-015-0017-00	SALLY ANDERSON CORPORATE	ASSESSABLE FEET:	144
24-30-36-359-011	1540 W SHERMAN BLVD	COST PER FOOT:	\$17.70
@ 1540 W SHERMAN	MUSKEGON MI 49441	ESTIMATED P.O. COST:	\$2,548.80
24-382-015-0020-00	ROCK N ROAD CYCLE	ASSESSABLE FEET:	83
24-30-36-359-010	300 N SEVENTH	COST PER FOOT:	\$17.70
@ 1550 W SHERMAN	GRAND HAVEN MI 49417	ESTIMATED P.O. COST:	\$1,469.10
24-382-028-0019-00	ACHTERHOFF JOHN ESTATE	ASSESSABLE FEET:	39
24-30-36-360-021	1065 FOURTH ST SUITE B	COST PER FOOT:	\$17.70
@ 1426 W SHERMAN	MUSKEGON MI 49441-1904	ESTIMATED P.O. COST:	\$690.30
24-382-028-0026-00	ACHTERHOFF JOHN ESTATE	ASSESSABLE FEET:	40
24-30-36-360-014	1065 FOURTH ST SUITE B	COST PER FOOT:	\$17.70
@ 1456 W SHERMAN	MUSKEGON MI 49441-1904	ESTIMATED P.O. COST:	\$708.00
24-382-028-0027-00	VANDEN BOSCH DAVID	ASSESSABLE FEET:	40
24-30-36-360-013	1466 W SHERMAN	COST PER FOOT:	\$17.70
@ 1466 W SHERMAN	MUSKEGON MI 49441	ESTIMATED P.O. COST:	\$708.00

H-1517 Sherman Boulevard, Lincoln Street to Glenside Boulevard.

24-382-028-0028-00	KELLY SHIJUAN L	ASSESSABLE FEET:	82.5
24-30-36-360-012	1476 W SHERMAN BLVD	COST PER FOOT:	\$17.70
@ 1476 W SHERMAN	MUSKEGON MI 49441	ESTIMATED P.O. COST:	\$1,460.25
24-382-028-0031-00	CRAYMER BRUCE D/PAMELA J	ASSESSABLE FEET:	82.5
24-30-36-360-011	2590 CUMBERLAND ST	COST PER FOOT:	\$17.70
@ 2590 CUMBERL	MUSKEGON MI 49441	ESTIMATED P.O. COST:	\$1,460.25
24-545-004-0016-00	MCPHERSON JACK	ASSESSABLE FEET:	42
24-30-35-354-020	3939 BENNETT ST	COST PER FOOT:	\$17.70
@ 2308 W SHERMAN	MUSKEGON MI 49441	ESTIMATED P.O. COST:	\$743.40
24-545-004-0017-00	MCPHERSON JACK	ASSESSABLE FEET:	40
24-30-35-354-019	3939 BENNETT ST	COST PER FOOT:	\$17.70
@ 2312 W SHERMAN	MUSKEGON MI 49441	ESTIMATED P.O. COST:	\$708.00
24-545-004-0018-00	MCPHERSON JACK	ASSESSABLE FEET:	120
24-30-35-354-018	3939 BENNETT ST	COST PER FOOT:	\$17.70
@ 2320 W SHERMAN	MUSKEGON MI 49441	ESTIMATED P.O. COST:	\$2,124.00
24-545-004-0021-00	JACOBS MARY	ASSESSABLE FEET:	40
24-30-35-354-017	2340 W SHERMAN BLVD	COST PER FOOT:	\$17.70
@ 2340 W SHERMAN	MUSKEGON MI 49441	ESTIMATED P.O. COST:	\$708.00
24-545-004-0022-00	OLIVA JON D	ASSESSABLE FEET:	40
24-30-35-354-016	2346 W SHERMAN BLVD	COST PER FOOT:	\$17.70
@ 2346 W SHERMAN	MUSKEGON MI 49441	ESTIMATED P.O. COST:	\$708.00

H-1517 Sherman Boulevard, Lincoln Street to Glenside Boulevard.

24-545-004-0023-00	GIBBS ANDREW W	ASSESSABLE FEET:	110
24-30-35-354-015	2356 W SHERMAN BLVD	COST PER FOOT:	\$17.70
@ 2356 W SHERMAN	MUSKEGON MI 49441	ESTIMATED P.O. COST:	\$1,947.00
24-545-004-0026-00	LANGLOIS DONALD A	ASSESSABLE FEET:	50
24-30-35-354-014	3218 MICHILLINDA RD	COST PER FOOT:	\$17.70
@ 2368 W SHERMAN	WHITEHALL MI 49461-9630	ESTIMATED P.O. COST:	\$885.00
24-545-004-0027-00	WILSON JOHN	ASSESSABLE FEET:	40
24-30-35-354-013	2376 W SHERMAN BLVD	COST PER FOOT:	\$17.70
@ 2376 W SHERMAN	MUSKEGON MI 49441	ESTIMATED P.O. COST:	\$708.00
24-545-004-0028-00	BENNINGER ROBERT	ASSESSABLE FEET:	40
24-30-35-354-012	2418 CUTLER AVE	COST PER FOOT:	\$17.70
@ 2382 W SHERMAN	MUSKEGON MI 49441	ESTIMATED P.O. COST:	\$708.00
24-545-004-0029-00	DAUGHTERY JEFFREY T	ASSESSABLE FEET:	80
24-30-35-354-011	3997 S WICKHAM DR	COST PER FOOT:	\$17.70
@ 2390 W SHERMAN	NORTON SHORE MI 49441	ESTIMATED P.O. COST:	\$1,416.00
24-645-000-0005-10	2001 C/W 24-645-000-0005-00	ASSESSABLE FEET:	62.5
24-30-35-455-014	1984 W SHERMAN	COST PER FOOT:	\$17.70
@ 1996 W SHERMAN	MUSKEGON MI 49441	ESTIMATED P.O. COST:	\$1,106.25
24-645-000-0006-00	STUBBS ROBERT D	ASSESSABLE FEET:	80
24-30-35-455-015	1964 W SHERMAN BLVD	COST PER FOOT:	\$17.70
@ 1964 W SHERMAN	MUSKEGON MI 49441	ESTIMATED P.O. COST:	\$1,416.00

H-1517 Sherman Boulevard, Lincoln Street to Glenside Boulevard.

24-645-000-0008-00	BENEDICT MICHAEL	ASSESSABLE FEET:	80
24-30-35-455-016	2164 LETART AVE	COST PER FOOT:	\$17.70
@ 1960 W SHERMAN	MUSKEGON MI 49441	ESTIMATED P.O. COST:	\$1,416.00
24-645-000-0010-00	CROWELL JANICE	ASSESSABLE FEET:	40
24-30-35-455-017	1944 W SHERMAN BLVD	COST PER FOOT:	\$17.70
@ 1944 W SHERMAN	MUSKEGON MI 49441	ESTIMATED P.O. COST:	\$708.00
24-645-000-0011-00	DANIELS GRACE/ET AL	ASSESSABLE FEET:	40
24-30-35-455-018	1940 W SHERMAN BLVD	COST PER FOOT:	\$17.70
@ 1940 W SHERMAN	MUSKEGON MI 49441	ESTIMATED P.O. COST:	\$708.00
24-645-000-0012-00	HEETHUIS GERALD	ASSESSABLE FEET:	40
24-30-35-455-019	1936 W SHERMAN BLVD	COST PER FOOT:	\$17.70
@ 1936 W SHERMAN	MUSKEGON MI 49441	ESTIMATED P.O. COST:	\$708.00
24-645-000-0013-00	GUE JUNE	ASSESSABLE FEET:	40
24-30-35-455-020	2241 W SHERMAN BLVD	COST PER FOOT:	\$17.70
@ 1932 W SHERMAN	MUSKEGON MI 49441	ESTIMATED P.O. COST:	\$708.00
24-645-000-0014-00	LAMSE EDWARD C LIVING TRUS	ASSESSABLE FEET:	40
24-30-35-455-021	789 HOLLY CREEK DR	COST PER FOOT:	\$17.70
@ 1928 W SHERMAN	HOLLAND MI 49423	ESTIMATED P.O. COST:	\$708.00
24-645-000-0015-00	ZWART WILLIAM	ASSESSABLE FEET:	70
24-30-35-455-022	2065 MANITOU CIR	COST PER FOOT:	\$17.70
@ 1924 W SHERMAN	MUSKEGON MI 49441	ESTIMATED P.O. COST:	\$1,239.00

H-1517 Sherman Boulevard, Lincoln Street to Glenside Boulevard.

24-645-000-0017-00	SHEDD GARY/BETTY	ASSESSABLE FEET:	42
24-30-35-455-023	550 W NORTON	COST PER FOOT:	\$17.70
@ 1916 W SHERMAN	MUSKEGON MI 49444	ESTIMATED P.O. COST:	\$743.40

24-645-000-0018-00	VALK MICHAEL	ASSESSABLE FEET:	40
24-30-35-456-004	1912 LETARTE AVE	COST PER FOOT:	\$17.70
@ 1892 W SHERMAN	MUSKEGON MI 49441	ESTIMATED P.O. COST:	\$708.00

24-645-000-0019-00	FRANTZ KATHRYN TRUST	ASSESSABLE FEET:	40
24-30-35-456-005	2437 MEMORIAL DR.	COST PER FOOT:	\$17.70
@ 1832 W SHERMAN	MUSKEGON MI 49445	ESTIMATED P.O. COST:	\$708.00

24-645-000-0020-00	FRANTZ KATHRYN A TRUST	ASSESSABLE FEET:	55
24-30-35-456-006	2437 MEMORIAL DR	COST PER FOOT:	\$17.70
@ 1870 W SHERMAN	MUSKEGON MI 49445	ESTIMATED P.O. COST:	\$973.50

24-645-000-0021-00	FRANTZ KATHRYN A TRUST	ASSESSABLE FEET:	55
24-30-35-456-007	2437 MEMORIAL DR	COST PER FOOT:	\$17.70
@ 1862 W SHERMAN	MUSKEGON MI 49445	ESTIMATED P.O. COST:	\$973.50

24-645-000-0022-00	FRANTZ KATHRYN A TRUST	ASSESSABLE FEET:	113.5 * 56.75
24-30-35-456-008	2437 MEMORIAL DR	COST PER FOOT:	\$17.70
@ 1850 W SHERMAN	MUSKEGON MI 49445	ESTIMATED P.O. COST:	\$2,008.95 \$1,004.47

24-645-000-0023-00	RAHRIG PROPERTIES LLC	ASSESSABLE FEET:	204.9 * 102.5
24-30-35-456-009	1821 MANOR DR	COST PER FOOT:	\$17.70
@ 1830 W SHERMAN	MUSKEGON MI 49441-0000	ESTIMATED P.O. COST:	\$3,626.73 \$1,813.36

Per Equalization, should be 50%, because of culvert.

H-1517 Sherman Boulevard, Lincoln Street to Glenside Boulevard.

24-645-000-0024-00	RAHRIG JOSEPH J/JUDITH E	ASSESSABLE FEET:	110
24-30-35-456-010	1788 W SHERMAN BLVD	COST PER FOOT:	\$17.70
@ 1788 W SHERMAN	MUSKEGON MI 49441	ESTIMATED P.O. COST:	\$1,947.00
24-779-001-0005-00	THORSEN PAUL D/SHEILA P	ASSESSABLE FEET:	62.5
24-30-35-380-025	3377 WINNETASKA	COST PER FOOT:	\$17.70
@ 2591 MCCRACK	MUSKEGON MI 49441	ESTIMATED P.O. COST:	\$1,106.25
24-779-001-0018-00	HEGBLOOM JUDITH A REV TRU	ASSESSABLE FEET:	41.5
24-30-35-380-011	2092 W SHERMAN BLVD	COST PER FOOT:	\$17.70
@ 2092 W SHERMAN	MUSKEGON MI 49441	ESTIMATED P.O. COST:	\$734.55
24-779-001-0019-00	KOSLOSKY EDWARD/ET AL	ASSESSABLE FEET:	41.5
24-30-35-380-012	2086 W SHERMAN BLVD	COST PER FOOT:	\$17.70
@ 2086 W SHERMAN	MUSKEGON MI 49441	ESTIMATED P.O. COST:	\$734.55
24-779-001-0020-00	MCKNIGHT DONNA J	ASSESSABLE FEET:	41.5
24-30-35-380-013	2080 W SHERMAN BLVD	COST PER FOOT:	\$17.70
@ 2080 W SHERMAN	MUSKEGON MI 49441	ESTIMATED P.O. COST:	\$734.55
24-779-001-0021-00	TAULBEE KATHRYN ET AL	ASSESSABLE FEET:	41.5
24-30-35-380-014	2074 W SHERMAN BLVD	COST PER FOOT:	\$17.70
@ 2074 W SHERMAN	MUSKEGON MI 49441	ESTIMATED P.O. COST:	\$734.55
24-779-001-0022-00	HURNEY MICHAEL V/GAYLE E	ASSESSABLE FEET:	41.5
24-30-35-380-015	2068 W SHERMAN	COST PER FOOT:	\$17.70
@ 2068 W SHERMAN	MUSKEGON MI 49441	ESTIMATED P.O. COST:	\$734.55

H-1517 Sherman Boulevard, Lincoln Street to Glenside Boulevard.

24-779-001-0023-00	YOUNG LAWRENCE/THERESA	ASSESSABLE FEET:	41.5
24-30-35-380-016	1980 HORTON RD	COST PER FOOT:	\$17.70
@ 2062 W SHERMAN	N MUSKEGON MI 49445	ESTIMATED P.O. COST:	\$734.55
24-779-001-0024-00	LOPEZ DAVID	ASSESSABLE FEET:	41.5
24-30-35-380-017	2056 W SHERMAN BLVD	COST PER FOOT:	\$17.70
@ 2056 W SHERMAN	MUSKEGON MI 49441	ESTIMATED P.O. COST:	\$734.55
24-779-001-0025-00	STEGALL REX	ASSESSABLE FEET:	41.5
24-30-35-380-018	2050 W SHERMAN BLVD	COST PER FOOT:	\$17.70
@ 2050 W SHERMAN	MUSKEGON MI 49441	ESTIMATED P.O. COST:	\$734.55
24-779-001-0026-00	2001 C/W 24-779-001-0005-00	ASSESSABLE FEET:	144.5
24-30-35-380-024	3377 WINNETASKA	COST PER FOOT:	\$17.70
@ 0 W SHERMAN	MUSKEGON MI 49441	ESTIMATED P.O. COST:	\$2,557.65
24-779-002-0016-00	ANDERSEN DOROTHY A	ASSESSABLE FEET:	50
24-30-35-379-012	2190 W SHERMAN BLVD	COST PER FOOT:	\$17.70
@ 2190 W SHERMAN	MUSKEGON MI 49441	ESTIMATED P.O. COST:	\$885.00
24-779-002-0017-00	PARKER JAY C	ASSESSABLE FEET:	50
24-30-35-379-013	2184 W SHERMAN BLVD	COST PER FOOT:	\$17.70
@ 2184 W SHERMAN	MUSKEGON MI 49441	ESTIMATED P.O. COST:	\$885.00
24-779-002-0019-00	NAPIERKOWSKI SIGMUND	ASSESSABLE FEET:	50
24-30-35-379-014	2176 W SHERMAN BLVD	COST PER FOOT:	\$17.70
@ 2176 W SHERMAN	MUSKEGON MI 49441	ESTIMATED P.O. COST:	\$885.00

H-1517 Sherman Boulevard, Lincoln Street to Glenside Boulevard.

24-779-002-0020-00	ZERFAS EVELYN	ASSESSABLE FEET:	50
24-30-35-379-015	2168 W SHERMAN BLVD	COST PER FOOT:	\$17.70
@ 2168 W SHERMAN	MUSKEGON MI 49441	ESTIMATED P.O. COST:	\$885.00
24-779-002-0021-00	MARTIN EDWARD GUY	ASSESSABLE FEET:	80
24-30-35-379-016	2154 W SHERMAN BLVD	COST PER FOOT:	\$17.70
@ 2154 W SHERMAN	MUSKEGON MI 49441	ESTIMATED P.O. COST:	\$1,416.00
24-779-002-0023-00	BUTTERFIELD DONALD E/LAWAI	ASSESSABLE FEET:	40
24-30-35-379-017	2150 W SHERMAN BLVD	COST PER FOOT:	\$17.70
@ 2150 W SHERMAN	MUSKEGON MI 49441	ESTIMATED P.O. COST:	\$708.00
24-779-002-0024-00	MILLER DONNA	ASSESSABLE FEET:	40
24-30-35-379-018	2146 W SHERMAN BLVD	COST PER FOOT:	\$17.70
@ 2146 W SHERMAN	MUSKEGON MI 49441	ESTIMATED P.O. COST:	\$708.00
24-779-002-0025-00	BUTTERFIELD CATHERINE	ASSESSABLE FEET:	40
24-30-35-379-019	2136 W SHERMAN BLVD	COST PER FOOT:	\$17.70
@ 2136 W SHERMAN	MUSKEGON MI 49441	ESTIMATED P.O. COST:	\$708.00
24-779-002-0026-00	ESH DELBERT	ASSESSABLE FEET:	40
24-30-35-379-020	2130 W SHERMAN	COST PER FOOT:	\$17.70
@ 2130 W SHERMAN	MUSKEGON MI 49441	ESTIMATED P.O. COST:	\$708.00
24-779-002-0027-00	IBERSHOFF KARL	ASSESSABLE FEET:	80
24-30-35-379-021	3000 COUNTRY CLUB DR	COST PER FOOT:	\$17.70
@ 2120 W SHERMAN	MUSKEGON MI 49441-1142	ESTIMATED P.O. COST:	\$1,416.00

H-1517 Sherman Boulevard, Lincoln Street to Glenside Boulevard.

24-779-002-0029-00	IBERSHOFF KARL	ASSESSABLE FEET:	40
24-30-35-379-022	3000 COUNTRY CLUB DR	COST PER FOOT:	\$17.70
@ 2112 W SHERMAN	MUSKEGON MI 49441-1142	ESTIMATED P.O. COST:	\$708.00

24-779-002-0030-00	CUNNINGHAM RONALD C	ASSESSABLE FEET:	40
24-30-35-379-023	2108 W SHERMAN BLVD	COST PER FOOT:	\$17.70
@ 2108 W SHERMAN	MUSKEGON MI 49441	ESTIMATED P.O. COST:	\$708.00

SUM OF ASSESSABLE FOOTAGE:	5140.58 4,981.38	SUM OF ESTIMATED P.O. COST:	\$90,988.27
TOTAL NUMBER OF ASSESSABLE PARCELS	65		\$ 82,170.44

SPECIAL ASSESSMENT
HEARING RESPONSE CARD

To have your vote count, please
Return This Card By: January, 23 2001

Project Title: Sherman Boulevard, Lincoln Street to Glenside Boulevard.
Project Description: All parcels abutting the north ROW of Sherman Boulevard from the west ROW line of Lincoln to 280' west of the Centerline of Wickham Drive and from 315' east of the centerline of Wickham Drive to 326' west of the centerline of Glenside Boulevard.

INSTRUCTIONS

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Assessment Information

Property Address:	2590	CUMBERLAND ST
Parcel Number	24-382-028-0031-00	
MAP Number:	24-30-36-360-011	
Assessable Frontage:	82.5	Feet
Estimated Front Foot Cost:	\$17.70	per Foot
ESTIMATED TOTAL COST	\$1,460.25	

RECEIVED

JAN 17 2001

City Clerk's Office

Property Description

GLENSIDE SUB-DIVISION #2 LOT 31 & W 37 1/2 FT LOT 30 BLK 28

Your vote COUNTS!

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

I AM IN FAVOR

☐

I AM OPPOSED

☒

Owner _____

Owner

Signature _____

Signature

Address _____

Address

Bruce Craymer

Bruce Craymer

2590 Cumberland

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

CRAYMER BRUCE D PAMELA J

**SPECIAL ASSESSMENT
HEARING RESPONSE CARD**

To have your vote count, please

Return This Card By: January, 23 2001

Project Title: Sherman Boulevard, Lincoln Street to Glenside Boulevard.

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Assessment Information

Property Address: 0 GREENWOOD ST

Parcel Number 24-205-615-9991-00

MAP Number: 24-30-35-400-001

Assessable Frontage: 144.3 Feet

Estimated Front Foot Cost: \$17.70 per Foot

ESTIMATED TOTAL COST \$2,554.11

RECEIVED

JAN 18 2001

City Clerk's Office

Property Description

CITY OF MUSKEGON REVISED PLAT 1903 THAT PART OF BLK 615 BEING PART OF FORMER MR&N CO (NOW MICHIGAN SHORE RAILROAD CO) ROW AND PART OF VAC GREENWOOD ST DESC AS COM AT SW COR BLK 4 GLENSIDE SUB #1 TH S 89D 32M 00S W ALG N LINE SHERMAN BLVD 36.12 FT TO C/L OF VAC GREENWOOD ST FOR POB TH N 46D 40M 00S W (REC N 46D 37M W) ALG SD C/L 64.39 FT TH S 43D 20M 00S W 10.00 FT TH N 46D 40M 00S W 126.28 FT TH S 43D 20M 00S W 15.00 FT TO SW LINE SD VAC GREENWOOD ST TH N 46D 40M 00S W ALG SD SW LINE 104.96 FT TH N 43D 20M 00S E 20.00 FT TH N 46D 40M 00S W 147.36 FT TH S 43D 20M 00S W 20.00 FT TO SD SW LINE VAC GREENWOOD ST TH N 46D 40M 00S W 101.31 FT TH N 43D 20M

Your vote COUNTS!

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

I AM IN FAVOR



I AM OPPOSED



Owner

Owner

Dennis Buckner

Signature

Signature

Dennis Buckner

Address

Address

1716 E. Sherman

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

BUCKNER SHERMAN LLC

SPECIAL ASSESSMENT
HEARING RESPONSE CARD

To have your vote count, please
Return This Card By: January, 23 2001

Project Title: Sherman Boulevard, Lincoln Street to Glenside Boulevard.
Project Description: All parcels abutting the north ROW of Sherman Boulevard from the west ROW line of Lincoln to 280' west of the Centerline of Wickham Drive and from 315' east of the centerline of Wickham Drive to 326' west of the centerline of Glenside Boulevard.

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Assessment Information

Property Address:	2591	MCCRACKEN ST
Parcel Number	24-779-001-0005-00	
MAP Number:	24-30-35-380-025	
Assessable Frontage:	62.5	Feet
Estimated Front Foot Cost:	\$17.70	per Foot
ESTIMATED TOTAL COST	\$1,106.25	

RECEIVED

JAN 17 2001

City Clerks Office

Property Description

SUB-DIV OF BLK 651 LOTS 5 & 6 BLK 1

Your vote COUNTS!

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

I AM IN FAVOR

☐

I AM OPPOSED

☒

Owner _____

Owner PAUL D. THORSEN

Signature _____

Signature PAUL D. THORSEN

Address _____

Address 2591 MCCracken St

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

LAKESHORE CARPET ONE®

2591 McCracken • Muskegon, Michigan 49441

Phone (231) 755-6978 • Fax (231) 755-7330

email: pdthorsen@earthlink.net

January 15, 2001

Dear City Commission:

I am opposed to the special assessment that is being considered. I feel that Nugent Sand Company and Jackson Merkey should be held responsible and should help you pay for this assessment. The wear and tear of this road is mainly caused by their over weight trucks and their trucks traveling at high speeds. When they pass my whole building vibrates.

I have only been here for one year. I just put in thousands of dollars in the remodeling and renovation of this building and enhancing the appearance of the McCracken corner. With this remodeling came higher property taxes. I do not need this special assessment, nor do I feel that it is warranted.

Please feel free to contact me with any questions you may have, I can be reached at 755-6978.

Sincerely,



Paul D. Thorsen

Owner, Lakeshore Carpet One

RECEIVED

JAN 17 2001

City Clerk's Office

SHERMAC, INC.
STEPHEN E. HOLDEMAN
2011 LETART AVE.
MUSKEGON, MI 49441
231-755-6155

RECEIVED

JUN 17 2001

City Clerks Office

1-16-2001

City of Muskegon
City Hall
Muskegon, Michigan 49443

Reference: Special Assessment District, Sherman Boulevard.,
Lincoln to Glenside Blvd.

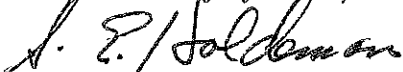
There is no question that this portion of Sherman Blvd. is in need of replacing. However Sherman is a main artery and at last count, as near as I have heard, there are an excess of 15,000 cars per day using this street. Also 50 to 100 double bottom tanker trucks hauling sand from Nugent Sand Co traverse this road beating it to death with monstrous loads.

It is patently unfair to expect abutting property owners to pay for road replacement when when the greater use is by others in such unbalanced proportion.

I shall oppose this special assessment question for the above reasons.

I am the owner of property located at NE corner of Sherman and McCracken with 125 ft. frontage on Sherman.

Very truly yours,


Stephen E. Holdeman

SPECIAL ASSESSMENT
HEARING RESPONSE CARD

To have your vote count, please
Return This Card By: January, 23 2001

Project Title: Sherman Boulevard, Lincoln Street to Glenside Boulevard.

Project Description: All parcels abutting the north ROW of Sherman Boulevard from the west ROW line of Lincoln to 280' west of the Centerline of Wickham Drive and from 315' east of the centerline of Wickham Drive to 326' west of the centerline of Glenside Boulevard.

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Assessment Information

Property Address: 0 W SHERMAN BLVD

Parcel Number 24-779-001-0026-00

MAP Number: 24-30-35-380-024

Assessable Frontage: 144.5 Feet

Estimated Front Foot Cost: \$17.70 per Foot

ESTIMATED TOTAL COST \$2,557.65

RECEIVED

JAN 17 2001

City Clerk's Office

Property Description

SUB-DIV OF BLK 651 LOTS 26 THROUGH 28 BLK 1 ALSO S 125 FT OF VAC N/S ALLEY ABUTTING LOTS 4 5 6 & 28

Your vote COUNTS!

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

I AM IN FAVOR



I AM OPPOSED



Owner _____

Owner _____

Signature _____

Signature _____

Address _____

Address _____

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

SPECIAL ASSESSMENT
HEARING RESPONSE CARD

To have your vote count, please

Return This Card By: January, 23 2001

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Assessment Information

Property Address: 1508 W SHERMAN BLVD

Parcel Number 24-382-015-0014-00

MAP Number: 24-30-36-359-013

Assessable Frontage: 50 Feet

Estimated Front Foot Cost: \$17.70 per Foot

ESTIMATED TOTAL COST \$885.00

RECEIVED

JAN 17 2001

City Clerk's Office

Property Description

GLENSIDE SUB-DIVISION #2 LOT 14 & E 5 FT LOT 15 BLK 15

Your vote COUNTS!

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

I AM IN FAVOR

☐

I AM OPPOSED

☒

Owner

Sally Bonder

Owner

Signature

Sally Bonder

Signature

Address

1508 W Sherman

Address

ANDERSON SALLY

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

SPECIAL ASSESSMENT
HEARING RESPONSE CARD

To have your vote count, please
Return This Card By: January, 23 2001

Project Title: Sherman Boulevard, Lincoln Street to Glenside Boulevard.
Project Description: All parcels abutting the north ROW of Sherman Boulevard from the west ROW line of Lincoln to 280' west of the Centerline of Wickham Drive and from 315' east of the centerline of Wickham Drive to 326' west of the centerline of Glenside Boulevard.

INSTRUCTIONS

If you wish to have your written vote included as part of the tabulation of votes forwarded to the City Commission for the scheduled public hearing, please return this card by the date indicated above. To use this response card please indicate whether you Oppose or Favor this special assessment project, sign the form and return it to the City Clerk's Office. To return this card by mail, simply fold on the dotted lines so the address on the reverse side is showing. Be sure to seal the form with a small piece of tape or staple prior to mailing.

Assessment Information

Property Address: 1512 W SHERMAN BLVD

Parcel Number 24-382-015-0015-00

MAP Number: 24-30-36-359-012

Assessable Frontage: 51 Feet

Estimated Front Foot Cost: \$17.70 per Foot

ESTIMATED TOTAL COST \$902.70

RECEIVED

JAN 19 2001

City Clerk's Office

Property Description

GLENSIDE SUBDIVISION NO. 2 E 16 FT OF LOT 16 AND W 35 FT OF LOT 15 BLOCK 15

Your vote COUNTS!

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

I AM IN FAVOR

☐

I AM OPPOSED

☒

Owner Sally Bonle

Signature Sally Bonle

Address 1512 W Sherman

Owner _____

Signature _____

Address _____

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

ANDERSON SALLY

**SPECIAL ASSESSMENT
HEARING RESPONSE CARD**

To have your vote count, please

Return This Card By: January, 23 2001

Project Title: Sherman Boulevard, Lincoln Street to Glenside Boulevard.
Project Description: All parcels abutting the north ROW of Sherman Boulevard from the west ROW line of Lincoln to 280' west of the Centerline of Wickham Drive and from 315' east of the centerline of Wickham Drive to 326' west of the centerline of Glenside Boulevard.

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Assessment Information

Property Address: 1550 W SHERMAN BLVD

Parcel Number 24-382-015-0020-00

MAP Number: 24-30-36-359-010

Assessable Frontage: 83 Feet

Estimated Front Foot Cost: \$17.70 per Foot

ESTIMATED TOTAL COST \$1,469.10

Property Description

GLENSIDE SUB-DIVISION #2 LOTS 20-21 & 22 BLK 15

RECEIVED

JAN 18 2001

City Clerk's Office

Your vote COUNTS!

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

I AM IN FAVOR



I AM OPPOSED



Owner

Owner

Signature

Signature

Address

Address

Roger L. Alvares
1550 W. Sherman Blvd

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

SPECIAL ASSESSMENT
HEARING RESPONSE CARD

To have your vote count, please
Return This Card By: January, 23 2001

Project Title: Sherman Boulevard, Lincoln Street to Glenside Boulevard.
Project Description: All parcels abutting the north ROW of Sherman Boulevard from the west ROW line of Lincoln to 280' west of the Centerline of Wickham Drive and from 315' east of the centerline of Wickham Drive to 326' west of the centerline of Glenside Boulevard.

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Assessment Information

Property Address: 1768 W SHERMAN BLVD
Parcel Number 24-205-615-0001-20
MAP Number: 24-30-35-456-013
Assessable Frontage: 183.7 Feet
Estimated Front Foot Cost: \$17.70 per Foot
ESTIMATED TOTAL COST \$3,251.49

RECEIVED

JAN 18 2001

City Clerks Office

Property Description

PART OF BLK 615 COM ON N LINE OF SHERMAN BLVD 164.02 FT MORE OR LESS E OF SW COR BLK 615 TH N PAR TO W LINE OF SAID BLK 175.45 FT TO G T W R/W TH SELY ALONG SAID R/W 253.21 FT TO N LINE SHERMAN BLVD TH W 183.7 FT TO BEG

Your vote COUNTS!

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

I AM IN FAVOR

☐

I AM OPPOSED

☒

Owner

Owner

Dennis Buckner

Signature

Signature

DW Buckner

Address

Address

1768 West Sherman

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

SPECIAL ASSESSMENT
HEARING RESPONSE CARD

To have your vote count, please
Return This Card By: January, 23 2001

Project Title: Sherman Boulevard, Lincoln Street to Glenside Boulevard.
Project Description: All parcels abutting the north ROW of Sherman Boulevard from the west ROW line of Lincoln to 280' west of the Centerline of Wickham Drive and from 315' east of the centerline of Wickham Drive to 326' west of the centerline of Glenside Boulevard.

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Assessment Information

Property Address: 1832 W SHERMAN BLVD

Parcel Number 24-645-000-0019-00

MAP Number: 24-30-35-456-005

Assessable Frontage: 40 Feet

Estimated Front Foot Cost: \$17.70 per Foot

ESTIMATED TOTAL COST \$708.00

Property Description

NEUMANS SUBDIVISION OF BLK 616 LOT 19

RECEIVED
JAN 17 2001
City Clerk's Office

Your vote COUNTS!

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

I AM IN FAVOR



I AM OPPOSED



Owner

Owner

Signature

Signature

Address

Address

Kathryn Frantz Trust
Kathryn Frantz
2437 Memorial & S. Henderson St
1994/2005

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

FRANTZ KATHRYN TRUST

**SPECIAL ASSESSMENT
HEARING RESPONSE CARD**

To have your vote count, please
Return This Card By: January, 23 2001

Project Title: Sherman Boulevard, Lincoln Street to Glenside Boulevard.
Project Description: All parcels abutting the north ROW of Sherman Boulevard from the west ROW line of Lincoln to 280' west of the Centerline of Wickham Drive and from 315' east of the centerline of Wickham Drive to 326' west of the centerline of Glenside Boulevard.

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Assessment Information

Property Address: 1850 W SHERMAN BLVD

Parcel Number 24-645-000-0022-00

MAP Number: 24-30-35-456-008

Assessable Frontage: 113.5 Feet

Estimated Front Foot Cost: \$17.70 per Foot

ESTIMATED TOTAL COST \$2,008.95

RECEIVED

JAN 17 2001

City Clerk's Office

Property Description

NEUMAN'S SUBDIV S 134.74 FT OF W 103.5 FT OF LOT 23 & E 10 FT LOT 22, ALSO S 1/2 VAC ALLEY ADJ TO LOT 22

Your vote COUNTS!

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

I AM IN FAVOR



I AM OPPOSED



Owner

Owner

Signature

Signature

Address

Address

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

FRANTZ KATHRYN A TRUST

5

49445

SPECIAL ASSESSMENT
HEARING RESPONSE CARD

To have your vote count, please
Return This Card By: January, 23 2001

Project Title: Sherman Boulevard, Lincoln Street to Glenside Boulevard.
Project Description: All parcels abutting the north ROW of Sherman Boulevard from the west ROW line of Lincoln to 280' west of the Centerline of Wickham Drive and from 315' east of the centerline of Wickham Drive to 326' west of the centerline of Glenside Boulevard.

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Assessment Information

Property Address: 1862 W SHERMAN BLVD

Parcel Number 24-645-000-0021-00

MAP Number: 24-30-35-456-007

Assessable Frontage: 55 Feet

Estimated Front Foot Cost: \$17.70 per Foot

ESTIMATED TOTAL COST \$973.50

Property Description

NEUMANS SUBDIVISION OF BLK 616 E 25 FT OF LOT 21 & W 30 FT OF LOT 22 & VAC ADJ ALLEY

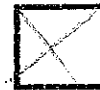
Your vote COUNTS!

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

I AM IN FAVOR



I AM OPPOSED



Owner _____

Owner Kathryn Frantz

Signature _____

Signature Kathryn Frantz

Address _____

Address 2437 Memorial Dr Sherman, Mo

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

SPECIAL ASSESSMENT
HEARING RESPONSE CARD

To have your vote count, please
Return This Card By: January, 23 2001

Project Title: Sherman Boulevard, Lincoln Street to Glenside Boulevard.
Project Description: All parcels abutting the north ROW of Sherman Boulevard from the west ROW line of Lincoln to 280' west of the Centerline of Wickham Drive and from 315' east of the centerline of Wickham Drive to 326' west of the centerline of Glenside Boulevard.

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Assessment Information

Property Address: 1870 W SHERMAN BLVD
Parcel Number 24-645-000-0020-00
MAP Number: 24-30-35-456-006
Assessable Frontage: 55 Feet
Estimated Front Foot Cost: \$17.70 per Foot
ESTIMATED TOTAL COST \$973.50

RECEIVED

JAN 17 2001

Property Description

NEUMANS SUBDIVISION OF BLK 616 LOT 20 & W 15 FT LOT 21 7 SLY 1/2 VAC ADJ ALLEY

City Clerk's Office

Your vote COUNTS!

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

I AM IN FAVOR



I AM OPPOSED



Owner _____

Owner _____

Signature _____

Signature _____

Address _____

Address _____

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

FRANTZ KATHY

3

SPECIAL ASSESSMENT
HEARING RESPONSE CARD

To have your vote count, please
Return This Card By: January, 23 2001

Project Title: Sherman Boulevard, Lincoln Street to Glenside Boulevard.
Project Description: All parcels abutting the north ROW of Sherman Boulevard from the west ROW line of Lincoln to 280' west of the Centerline of Wickham Drive and from 315' east of the centerline of Wickham Drive to 326' west of the centerline of Glenside Boulevard.

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Assessment Information

Property Address: 1892 W SHERMAN BLVD
Parcel Number 24-645-000-0018-00
MAP Number: 24-30-35-456-004
Assessable Frontage: 40 Feet
Estimated Front Foot Cost: \$17.70 per Foot
ESTIMATED TOTAL COST \$708.00

RECEIVED

JAN 16 2001

Property Description

NEUMANS SUBDIVISION OF BLK 616 LOT 18

City Clerks Office

Your vote COUNTS!

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

I AM IN FAVOR

☐

I AM OPPOSED

☒

Owner _____

Owner

MICHAEL VALK

Signature _____

Signature

Michael Valk

Address _____

Address

1912 LETART

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

VALK MICHAEL

SPECIAL ASSESSMENT
HEARING RESPONSE CARD

RECEIVED

JAN 10 2001

City Clerk's Office

To have your vote count, please

Return This Card By: January, 23 2001

Project Title: Sherman Boulevard, Lincoln Street to Glenside Boulevard.

Project Description: All parcels abutting the north ROW of Sherman Boulevard from the west ROW line of Lincoln to 280' west of the Centerline of Wickham Drive and from 315' east of the centerline of Wickham Drive to 326' west of the centerline of Glenside Boulevard.

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Assessment Information

Property Address: 1936 W SHERMAN BLVD

Parcel Number 24-645-000-0012-00

MAP Number: 24-30-35-455-019

Assessable Frontage: 40 Feet

Estimated Front Foot Cost: \$17.70 per Foot

ESTIMATED TOTAL COST \$708.00

Property Description

NEUMANS SUBDIVISION OF BLK 616 LOT 12

Your vote COUNTS!

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

I AM IN FAVOR



I AM OPPOSED



Owner _____

Owner Gerald Heethuis

Signature _____

Signature Gerald Heethuis

Address _____

Address 1936 W Sherman Blvd

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

HEETHUIS GERALD

SPECIAL ASSESSMENT
HEARING RESPONSE CARD

To have your vote count, please
Return This Card By: January, 23 2001

Project Title: Sherman Boulevard, Lincoln Street to Glenside Boulevard.
Project Description: All parcels abutting the north ROW of Sherman Boulevard from the west ROW line of Lincoln to 280' west of the Centerline of Wickham Drive and from 315' east of the centerline of Wickham Drive to 326' west of the centerline of Glenside Boulevard.

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Assessment Information

Property Address:	1940 W SHERMAN BLVD
Parcel Number	24-645-000-0011-00
MAP Number:	24-30-35-455-018
Assessable Frontage:	40 Feet
Estimated Front Foot Cost:	\$17.70 per Foot
ESTIMATED TOTAL COST	\$708.00

RECEIVED

JAN 18 2001

City Clerks Office

Property Description

NEUMANS SUBDIVISION OF BLK 616 LOT 11

Your vote COUNTS!

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

I AM IN FAVOR



I AM OPPOSED



Owner Grace Daniels

Owner _____

Signature Grace Daniels

Signature _____

Address 1940 W. Sherman Blvd

Address _____

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

DANIELS GRACE ET AL

I am a Senior & have no spouse. Single for 5 1/2 yrs.

SPECIAL ASSESSMENT
HEARING RESPONSE CARD

To have your vote count, please

Return This Card By: January, 23 2001

Project Title: Sherman Boulevard, Lincoln Street to Glenside Boulevard.

Project Description: All parcels abutting the north ROW of Sherman Boulevard from the west ROW line of Lincoln to 280' west of the Centerline of Wickham Drive and from 315' east of the centerline of Wickham Drive to 326' west of the centerline of Glenside Boulevard.

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Assessment Information

Property Address:	1960 W SHERMAN BLVD
Parcel Number	24-645-000-0008-00
MAP Number:	24-30-35-455-016
Assessable Frontage:	80 Feet
Estimated Front Foot Cost:	\$17.70 per Foot
ESTIMATED TOTAL COST	\$1,416.00

Property Description

NEUMANS SUBDIVISION OF BLK 616 LOTS 8 & 9

Your vote COUNTS!

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

I AM IN FAVOR



I AM OPPOSED



Owner Lynn A. Gant - John Robinson

Signature [Signature]

Address 1960 W. Sherman

Owner MIKE BENEDICT

Signature [Signature]

Address 1960 W. Sherman

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

BENEDICT MICHAEL

[Signature]

SPECIAL ASSESSMENT
HEARING RESPONSE CARD

To have your vote count, please
Return This Card By: January, 23 2001

Project Title: Sherman Boulevard, Lincoln Street to Glenside Boulevard.
Project Description: All parcels abutting the north ROW of Sherman Boulevard from the west ROW line of Lincoln to 280' west of the Centerline of Wickham Drive and from 315' east of the centerline of Wickham Drive to 326' west of the centerline of Glenside Boulevard.

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Assessment Information

Property Address: 1964 W SHERMAN BLVD
Parcel Number 24-645-000-0006-00
MAP Number: 24-30-35-455-015
Assessable Frontage: 80 Feet
Estimated Front Foot Cost: \$17.70 per Foot
ESTIMATED TOTAL COST \$1,416.00

RECEIVED

JAN 16 2001

Property Description

NEUMANS SUBDIVISION OF BLK 616 LOTS 6 & 7

City Clerks Office

Your vote COUNTS!

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

I AM IN FAVOR



I AM OPPOSED



Owner _____

Owner _____

Signature _____

Signature _____

Address _____

Address _____

Robert D. Stubbs
Robert D. Stubbs
1964 W. SHERMAN BLVD

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

STUBBS ROBERT D

57

SPECIAL ASSESSMENT
HEARING RESPONSE CARD

To have your vote count, please
Return This Card By: January, 23 2001

Project Title: Sherman Boulevard, Lincoln Street to Glenside Boulevard.
Project Description: All parcels abutting the north ROW of Sherman Boulevard from the west ROW line of Lincoln to 280' west of the Centerline of Wickham Drive and from 315' east of the centerline of Wickham Drive to 326' west of the centerline of Glenside Boulevard.

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Assessment Information

Property Address:	2056 W SHERMAN BLVD
Parcel Number	24-779-001-0024-00
MAP Number:	24-30-35-380-017
Assessable Frontage:	41.5 Feet
Estimated Front Foot Cost:	\$17.70 per Foot
ESTIMATED TOTAL COST	\$734.55

RECEIVED

JAN 27 2001

City Clerk's Office

Property Description

SUB DIV OF BLK 651 LOT 24 BLK 1

Your vote COUNTS!

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

I AM IN FAVOR

☐

I AM OPPOSED

☒

Owner

Owner

MRS MRS DAVID LOPEZ

Signature

Signature

Mrs. David Lopez

Address

Address

2056 W SHERMAN BLVD

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

LOPEZ DAVID

40

SPECIAL ASSESSMENT
HEARING RESPONSE CARD

To have your vote count, please
Return This Card By: January, 23 2001

RECEIVED
JAN 23 2001
City Clerks Office

Project Title: Sherman Boulevard, Lincoln Street to Glenside Boulevard.
Project Description: All parcels abutting the north ROW of Sherman Boulevard from the west ROW line of Lincoln to 280' west of the Centerline of Wickham Drive and from 315' east of the centerline of Wickham Drive to 326' west of the centerline of Glenside Boulevard.

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Assessment Information

Property Address: 2062 W SHERMAN BLVD
Parcel Number 24-779-001-0023-00
MAP Number: 24-30-35-380-016
Assessable Frontage: 41.5 Feet
Estimated Front Foot Cost: \$17.70 per Foot
ESTIMATED TOTAL COST \$734.55

Property Description

SUB DIV OF BLK 651 LOT 23 BLK 1

Your vote COUNTS!

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

I AM IN FAVOR



I AM OPPOSED



Owner LAURENCE YOUNG

Owner Theresa Young

Signature Laurence Young

Signature Theresa Young

Address 1980 Hopkins

Address 1980 Hopkins

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

YOUNG LAURENCE-TERESA

SPECIAL ASSESSMENT
HEARING RESPONSE CARD

To have your vote count, please
Return This Card By: January, 23 2001

Project Title: Sherman Boulevard, Lincoln Street to Glenside Boulevard.
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Assessment Information

Property Address: 2068 W SHERMAN BLVD

Parcel Number 24-779-001-0022-00

MAP Number: 24-30-35-380-015

Assessable Frontage: 41.5 Feet

Estimated Front Foot Cost: \$17.70 per Foot

ESTIMATED TOTAL COST \$734.55

Property Description

SUB DIV OF BLK 651 LOT 22 BLK 1

RECEIVED

JAN 17 2001

City Clerk's Office

Your vote COUNTS!

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

I AM IN FAVOR



I AM OPPOSED



Owner

Owner

Gayle + Mike Hurney

Signature

Signature

Gayle Hurney

Address

Address

2068 W Sherman Blvd.

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

MICHAEL HURNEY MICHAEL HURNEY

SPECIAL ASSESSMENT
HEARING RESPONSE CARD

To have your vote count, please

Return This Card By: January 23, 2001

Project Title: Sherman Boulevard, Lincoln Street to Glenside Boulevard.
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Assessment Information

Property Address:	2086 W SHERMAN BLVD
Parcel Number	24-779-001-0019-00
MAP Number:	24-30-35-380-012
Assessable Frontage:	41.5 Feet
Estimated Front Foot Cost:	\$17.70 per Foot
ESTIMATED TOTAL COST	\$734.55

Property Description

SUB DIV OF BLK 651 LOT 19 BLK 1

RECEIVED

JAN 22 2001

City Clerk's Office

Your vote COUNTS!

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

I AM IN FAVOR

☐

I AM OPPOSED

☒

Owner _____

Owner _____

Signature _____

Signature _____

Address _____

Address _____

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

SPECIAL ASSESSMENT
HEARING RESPONSE CARD

To have your vote count, please

Return This Card By: January 23, 2001

Project Title: Sherman Boulevard, Lincoln Street to Glenside Boulevard.
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Assessment Information

Property Address: 2092 W. SHERMAN BLVD
Parcel Number: 24-779-001-0018-00
MAP Number: 24-30-35-380-011
Assessable Frontage: 41.5 Feet
Estimated Front Foot Cost: \$17.70 per Foot
ESTIMATED TOTAL COST \$734.55

Property Description

SUB DIV OF BLK 651 LOT 18 BLK 1

There should be a weight limit on Sherman and let Sappi, Cannon, & Nugent sand pay the assessment, they ruined the road!
Your vote COUNTS!

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

I AM IN FAVOR



I AM OPPOSED



Owner _____

Owner _____

Signature _____

Signature _____

Address _____

Address _____

JUDITH A. HEGBLOOM

Judith A. Hegbloom

2092 W. Sherman Blvd.

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

SPECIAL ASSESSMENT
HEARING RESPONSE CARD

To have your vote count, please

Return This Card By: January, 23 2001

Project Title: Sherman Boulevard, Lincoln Street to Glenside Boulevard.
Project Description: All parcels abutting the north ROW of Sherman Boulevard from the west ROW line of Lincoln to 280' west of the Centerline of Wickham Drive and from 315' east of the centerline of Wickham Drive to 326' west of the centerline of Glenside Boulevard.

INSTRUCTIONS

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Assessment Information

Property Address:	2108 W SHERMAN BLVD
Parcel Number	24-779-002-0030-00
MAP Number:	24-30-35-379-023
Assessable Frontage:	40 Feet
Estimated Front Foot Cost:	\$17.70 per Foot
ESTIMATED TOTAL COST	\$708.00

Property Description

SUB DIV OF BLK 651 LOT 30 BLK 2

Your vote COUNTS!

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

I AM IN FAVOR

☐

I AM OPPOSED

☒

Owner Ronald C. Cunningham
Signature Ronald C. Cunningham
Address 2108 W. SHERMAN

Owner Dalene M. Cunningham
Signature Dalene M. Cunningham
Address 2108 W Sherman

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

CUNNINGHAM RONALD C

SPECIAL ASSESSMENT
HEARING RESPONSE CARD

To have your vote count, please
Return This Card By: January, 23 2001

Project Title: Sherman Boulevard, Lincoln Street to Glenside Boulevard.
Project Description: All parcels abutting the north ROW of Sherman Boulevard from the west ROW line of Lincoln to 280' west of the Centerline of Wickham Drive and from 315' east of the centerline of Wickham Drive to 326' west of the centerline of Glenside Boulevard.

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Assessment Information

Property Address: 2136 W SHERMAN BLVD

Parcel Number 24-779-002-0025-00

MAP Number: 24-30-35-379-019

Assessable Frontage: 40 Feet

Estimated Front Foot Cost: \$17.70 per Foot

ESTIMATED TOTAL COST \$708.00

Property Description

SUB DIV OF BLK 651 LOT 25 BLK 2

Your vote COUNTS!

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

I AM IN FAVOR



I AM OPPOSED



Owner Catherine J. Butterfield

Signature Catherine J. Butterfield

Address 2136 W. Sherman Blvd

Owner Catherine J. Butterfield

Signature Catherine J. Butterfield

Address 2136 W. Sherman Blvd

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

BUTTERFIELD CATHERINE

SPECIAL ASSESSMENT
HEARING RESPONSE CARD

RECEIVED

JAN 23 2001

To have your vote count, please

City Clerks Office

Return This Card By: January, 23 2001

Project Title: Sherman Boulevard, Lincoln Street to Glenside Boulevard.
Project Description: All parcels abutting the north ROW of Sherman Boulevard from the west ROW line of Lincoln to 280' west of the Centerline of Wickham Drive and from 315' east of the centerline of Wickham Drive to 326' west of the centerline of Glenside Boulevard.

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Assessment Information

Property Address: 2150 W SHERMAN BLVD
Parcel Number 24-779-002-0023-00
MAP Number: 24-30-35-379-017
Assessable Frontage: 40 Feet
Estimated Front Foot Cost: \$17.70 per Foot
ESTIMATED TOTAL COST \$708.00

Property Description

SUB DIV OF BLK 651 LOT 23 BLK 2

Your vote COUNTS!

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

I AM IN FAVOR

☐

I AM OPPOSED

☒

Owner _____
Signature _____
Address _____

Owner Donald & Lawrence Butterfield
Signature 2150 W. Sherman Blvd
Address Muskegon, Mich 49441

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

BUTTERFIELD DONALD E/LAWAIN
M ET AL

SPECIAL ASSESSMENT
HEARING RESPONSE CARD

RECEIVED

JAN 17 2001

City Clerk's Office

To have your vote count, please

Return This Card By: January, 23 2001

Project Title: Sherman Boulevard, Lincoln Street to Glenside Boulevard.
Project Description: All parcels abutting the north ROW of Sherman Boulevard from the west ROW line of Lincoln to 280' west of the Centerline of Wickham Drive and from 315' east of the centerline of Wickham Drive to 326' west of the centerline of Glenside Boulevard.

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Assessment Information

Property Address:	2154 W SHERMAN BLVD
Parcel Number	24-779-002-0021-00
MAP Number:	24-30-35-379-016
Assessable Frontage:	80 Feet
Estimated Front Foot Cost:	\$17.70 per Foot
ESTIMATED TOTAL COST	\$1,416.00

Property Description

SUB DIV OF BLK 651 LOTS 21 & 22 BLK 2

Your vote COUNTS!

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

I AM IN FAVOR

☐

I AM OPPOSED

☒

Owner

Owner

Mary Martin

Signature

Signature

Address

Address

2154 W Sherman Blvd

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

MARTIN EDWARD CUY

A1

SPECIAL ASSESSMENT
HEARING RESPONSE CARD

RECEIVED

JAN 18 2001

City Clerks Office

To have your vote count, please

Return This Card By: January, 23 2001

Project Title: Sherman Boulevard, Lincoln Street to Glenside Boulevard.

Project Description: All parcels abutting the north ROW of Sherman Boulevard from the west ROW line of Lincoln to 280' west of the Centerline of Wickham Drive and from 315' east of the centerline of Wickham Drive to 326' west of the centerline of Glenside Boulevard.

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Assessment Information

Property Address: 2168 W SHERMAN BLVD

Parcel Number 24-779-002-0020-00

MAP Number: 24-30-35-379-015

Assessable Frontage: 50 Feet

Estimated Front Foot Cost: \$17.70 per Foot

ESTIMATED TOTAL COST \$885.00

Property Description

SUB DIV OF BLK 651 LOT 20 & E 10 FT LOT 19 BLK 2

Your vote COUNTS!

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

I AM IN FAVOR

☐

I AM OPPOSED

☒

Owner

Owner

Evelyn Zerfas

Signature

Signature

Evelyn Zerfas

Address

Address

2168 W Sherman

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

ZERFAS EVELYN

REGARDING SPECIAL ASSESSMENT PROJECT-WEST SHERMAN
BLVD.

January 17, 2001

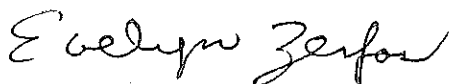
To Whom It May Concern,

I am writing to let you know that I oppose the special assessment to homeowners. Sherman Blvd. is a major thoroughfare in this city. Its major use is not by the homeowners who still have homes located on it. The main use is by semis, commercial vehicles, and private vehicles going to businesses, beaches, and other parts of the city. If you feel that the homeowners who live on Sherman should pay for this paving project, I suggest that you sit here in the summer and count the number of times that semi trucks drive by in any given day. Nugent Sand alone sends trucks by repeatedly. It is well known that these huge trucks do major damage to roads. I resent the idea that I should have to spend my own money, in addition to all of the taxes that I pay, to pave this street so that semis can tear it up.

Also, I am assuming that you are not just paving the north side of Sherman. Are property owners on the south side (Norton Shores) being asked to pay an assessment for the paving project?

The people who made the decision to do this paving project didn't decide to do it in order to benefit the homeowners. They decided to repave Sherman because the project benefits the entire city, particularly businesses. If a residential street had the same level of damage you wouldn't bother to pave it. There are streets in the city that are in much worse shape. The difference is that Sherman receives much more use, most of that use is not from local homeowners. Small business owners may actually be hurt by the construction. One small business owner told me that they will probably move if this is done because they will lose too much business during the construction. It's Sappi and Nugent Sand that need this work done and do much of the damage. If the construction must be done fine, I just don't think that I should have to subsidize it any more than I already am through the taxes that I pay.

Sincerely,



Evelyn Zerfas
2168 West Sherman Blvd.

SPECIAL ASSESSMENT
HEARING RESPONSE CARD

To have your vote count, please

Return This Card By: January, 23 2001

Project Title: Sherman Boulevard, Lincoln Street to Glenside Boulevard.
Project Description: All parcels abutting the north ROW of Sherman Boulevard from the west ROW line of Lincoln to 280' west of the Centerline of Wickham Drive and from 315' east of the centerline of Wickham Drive to 326' west of the centerline of Glenside Boulevard.

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Assessment Information

Property Address: 2190 W SHERMAN BLVD
Parcel Number 24-779-002-0016-00
MAP Number: 24-30-35-379-012
Assessable Frontage: 50 Feet
Estimated Front Foot Cost: \$17.70 per Foot
ESTIMATED TOTAL COST \$885.00

RECEIVED

JAN 18 2001

City Clerk's Office

Property Description

SUB DIV OF BLK 651 LOT 16 & W 10 FT LOT 17 BLK 2

Your vote COUNTS!

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

I AM IN FAVOR

☐

I AM OPPOSED

☒

Owner _____

Signature _____

Address _____

Owner Dorothy A. Andersen

Signature Dorothy A. Andersen

Address 2190 W Sherman Blvd

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

ANDERSEN DOROTHY A

SPECIAL ASSESSMENT
HEARING RESPONSE CARD

To have your vote count, please

Return This Card By: January, 23 2001

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Assessment Information

Property Address:	2308 W SHERMAN BLVD
Parcel Number	24-545-004-0016-00
MAP Number:	24-30-35-354-020
Assessable Frontage:	42 Feet
Estimated Front Foot Cost:	\$17.70 per Foot
ESTIMATED TOTAL COST	\$743.40

RECEIVED

JAN 23 2001

City Clerks Office

Property Description

LIBERTY SUB DIV OF PART OF BLK 669 LOT 16 BLK 4

Your vote COUNTS!

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

I AM IN FAVOR

☐

I AM OPPOSED

☒

Owner Jack McPherson
Signature [Signature]
Address 2312 W-Sherman
231-780-3089

Owner _____
Signature _____
Address _____

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

MCPHERSON JACK

SPECIAL ASSESSMENT
HEARING RESPONSE CARD

To have your vote count, please

Return This Card By: January, 23 2001

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Assessment Information

Property Address:	2312 W SHERMAN BLVD
Parcel Number	24-545-004-0017-00
MAP Number:	24-30-35-354-019
Assessable Frontage:	40 Feet
Estimated Front Foot Cost:	\$17.70 per Foot
ESTIMATED TOTAL COST	\$708.00

RECEIVED

JAN 18 2001

City Clerks Office

Property Description

LIBERTY SUB DIV OF PART OF BLK 669 LOT 17 BLK 4

Your vote COUNTS!

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

I AM IN FAVOR

☐

I AM OPPOSED

☒

Owner: Jack McPherson

Signature: Jack McPherson

Address: 2312 W-Sherman

231-780-3089

Owner:

Signature:

Address:

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

MCPHERSON JACK

SPECIAL ASSESSMENT
HEARING RESPONSE CARD

To have your vote count, please

Return This Card By: January, 23 2001

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Assessment Information

Property Address:	2320 W SHERMAN BLVD
Parcel Number	24-545-004-0018-00
MAP Number:	24-30-35-354-018
Assessable Frontage:	120 Feet
Estimated Front Foot Cost:	\$17.70 per Foot
ESTIMATED TOTAL COST	\$2,124.00

RECEIVED

JAN 16 2001

City Clerks Office

Property Description

CITY OF MUSKOGON LIBERTY SUB BLK 669 LOTS 18 THRU 20 BLK 4

Your vote COUNTS!

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

I AM IN FAVOR

☐

I AM OPPOSED

☒

Owner Jack McPherson

Signature Jack McPherson

Address 2320 W - Sherman
231-780-3089

Owner _____

Signature _____

Address _____

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

MCPHERSON JACK

SPECIAL ASSESSMENT
HEARING RESPONSE CARD

To have your vote count, please

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Assessment Information

Property Address:	2368 W SHERMAN BLVD
Parcel Number	24-545-004-0026-00
MAP Number:	24-30-35-354-014
Assessable Frontage:	50 Feet
Estimated Front Foot Cost:	\$17.70 per Foot
ESTIMATED TOTAL COST	\$885.00

RECEIVED

JAN 19 2001

City Clerk's Office

Property Description

LIBERTY SUB DIV OF PART OF BLK 669 LOT 26 & W 10 FT LOT 25 BLK 4

Your vote COUNTS!

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

I AM IN FAVOR



I AM OPPOSED



Owner

DONALD LANGLOIS

Owner

Signature

Donald Langlois

Signature

Address

330 NICHOLLIN DR
WHITEHALL MI 49461

Address

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

LANGLOIS DONALD A
CITY CLERK

SPECIAL ASSESSMENT
HEARING RESPONSE CARD

To have your vote count, please
Return This Card By: January, 23 2001

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Assessment Information

Property Address: 2382 W SHERMAN BLVD
Parcel Number 24-545-004-0028-00
MAP Number: 24-30-35-354-012
Assessable Frontage: 40 Feet
Estimated Front Foot Cost: \$17.70 per Foot
ESTIMATED TOTAL COST \$708.00

RECEIVED

JAN 17 2001

City Clerk's Office

Property Description

LIBERTY SUB DIV OF PART OF BLK 669 LOT 28 BLK 4

Your vote COUNTS!

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

I AM IN FAVOR



I AM OPPOSED



Owner ROBERT BENNINGER
Signature Robert Benninger
Address 2418 CUTLER

Owner EVELYN BENNINGER
Signature Evelyn Benninger
Address 2418 Cutler

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

BENNINGER ROBERT

SPECIAL ASSESSMENT
HEARING RESPONSE CARD

RECEIVED

JAN 8 8 2001

City Clerks Office

To have your vote count, please

Return This Card By: January, 23 2001

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Assessment Information

Property Address: 2390 W SHERMAN BLVD
Parcel Number 24-545-004-0029-00
MAP Number: 24-30-35-354-011
Assessable Frontage: 80 Feet
Estimated Front Foot Cost: \$17.70 per Foot
ESTIMATED TOTAL COST \$1,416.00

Property Description

LIBERTY SUB DIV OF PART OF BLK 669 LOTS 29 & 30 BLK 4

Your vote COUNTS!

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

I AM IN FAVOR



I AM OPPOSED



Owner Jeffrey T. Daugherty
Signature JEFFREY T. DAUGHERTY
Address 2390 W. SHERMAN

Owner JEFFREY T. DAUGHERTY
Signature Jeffrey T. Daugherty
Address 3997 S. WICKHAM DR.

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

DAUGHERTY JEFFREY T

H-1517 SHERMAN BLVD, GLENSIDE TO LINCOLN

PROPERTY OWNER SPECIAL ASSESSMENT RESPONSE TABULATION

	FEET	PERCENTAGE	FOR	total of 65 parcels OPPOSE
TOTAL ASSESSABLE FRONT FOOTAGE	4981.380 ***		2382	25 24-30-35-354-011 80 14 24-30-35-354-012 40 39 24-30-35-354-014 50 44 24-30-35-354-018 120 43 24-30-35-354-019 40 45 24-30-35-354-020 42 10 24-30-35-379-012 50 64 24-30-35-379-015 50 41 24-30-35-379-016 80 18 24-30-35-379-017 40 24 30-35-379-018 40 17 24-30-35-379-019 40 23 24-30-35-379-023 40 30 24-30-35-380-011 41.5 37 24-30-35-380-012 41.5 24 30-35-380-014 41.5 31 24-30-35-380-015 41.5 63 24-30-35-380-016 41.5 40 24-30-35-380-017 41.5 7 24-30-35-380-024 144.5 59 24-30-35-380-025 62.5 16 24-30-35-400-001 144.3 24 30-35-455-014 62.5 57 24-30-35-455-015 80 13 24-30-35-455-016 80 24 24-30-35-455-018 40 29 24-30-35-455-019 40 24 30-35-455-022 70 60 24-30-35-456-004 40 26 24-30-35-456-005 40 3 24-30-35-456-006 55 4 24-30-35-456-007 55 5 24-30-35-456-008 56.75 *** 15 24-30-35-456-013 183.7 53 24-30-36-359-010 83 11 24-30-36-359-012 51 12 24-30-36-359-013 50 21 24-30-36-360-011 82.5
FRONT FEET OPPOSED	2381.750	47.81%		
RESPONDING FRONT FEET IN FAVOR	0.000	0.00%	2190	
NOT RESPONDING - FRONT FEET IN FAVOR	2599.630	52.19%	2150	
TOTAL FRONT FEET IN FAVOR	2599.630	52.19%	2146	
***INCLUDES ONLY 50% OF PARCELS 24-30-35-456-008 & 24-30-35-456-009 PER THE ACCESSOR'S RECOMMENDATION				
			2074	
			2056	
				62.5 LETTER FROM 1996 W. SHERMAN
				80
				80
				40
				40
				70
				40
				40
				55
				55
				56.75 ***
				183.7
				83
				51
				50
				82.5
TOTALS				2381.75

Date: January 9, 2001
To: Honorable Mayor and City Commissioners
From: City Clerk, Gail Kunding
RE: Request for Resolution for Gaming License

SUMMARY OF REQUEST: Muskegon Connection Golf Club would like a resolution recognizing them as a non-profit organization operating in the City for the purpose of obtaining a gaming license.

FINANCIAL IMPACT: None

BUDGET ACTION REQUIRED: None

STAFF RECOMMENDATION: None

MEMO

TO: City Commission

FROM: City Clerk, Gail Kunding

DATE: January 8, 2001

RE: Request to be recognized as Non-Profit Organization

Muskegon Connection Golf Club has non-profit status with the State of Michigan, but they also need a resolution from the local municipality recognizing them as a non-profit organization to obtain a gaming license to have bingo fundraisers. The profits from these events are going to the Urban League of Greater Muskegon.



MICHIGAN LOTTERY
CHARITABLE GAMING DIVISION
101 E. HILLSDALE, BOX 30023
LANSING, MICHIGAN 48909
(517) 335-5780
www.state.mi.us/mlottery

2001-10(a)

LOCAL GOVERNING BODY RESOLUTION
FOR GAMING LICENSES ISSUED BY THE MICHIGAN LOTTERY

(Authorized by MCL 432.101 et seq)

At a Regular meeting of the City Commission
REGULAR OR SPECIAL TOWNSHIP, CITY, OR VILLAGE COUNCIL/BOARD

called to order by Mayor Nielsen on January 23, 2001 at
DATE

5:30 ~~XXX~~ p.m. the following resolution was offered:
TIME

Moved by Vice Mayor Sieradzki and supported by Commissioner Schweifler

that the request from Muskegon Connection Golf Club of Muskegon,
NAME OF ORGANIZATION CITY

county of Muskegon, asking that they be recognized as a nonprofit
COUNTY NAME

organization operating in the community for the purpose of obtaining a gaming license or

registration be considered for Approval.
APPROVAL/DISAPPROVAL

APPROVAL

Yeas: 6

Nays: 0

Absent: 1

DISAPPROVAL

Yeas: _____

Nays: _____

Absent: _____

State of Michigan) SS
County of Muskegon)

I hereby certify that the foregoing is a true and complete copy of a resolution offered and adopted
by the City Commission at a Regular meeting held on
Tuesday, January 23, 2001.

*** SEAL OR NOTARY***

SIGNED: _____

Gail A. Kunderger
TOWNSHIP, CITY, OR VILLAGE CLERK
Gail A. Kunderger, City Clerk
933 Terrace, PO Box 536

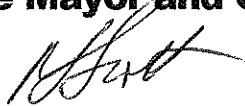
PRINTED NAME AND TITLE
Muskegon, MI 49443-0536

ADDRESS

NOT VALID UNLESS MARKED WITH GOVERNING
BODY SEAL OR NOTARIZED

The Michigan Lottery will not discriminate against any individual or group because
of race, sex, religion, age, national origin, color, marital status, qualified disability or
political belief in its activities or in its hiring or employment practices.

COMPLETION: Required.
PENALTY: Possible denial of application.

Date: December 22, 2000
To: Honorable Mayor and City Commissioners
From: Ric Scott 
RE: Charter Parks

SUMMARY OF REQUEST:

To proceed with creating various Charter Parks by adopting the attached resolution creating 19 Charter Parks.

FINANCIAL IMPACT:

None

BUDGET ACTION REQUIRED:

None

STAFF RECOMMENDATION:

Approve

COMMITTEE RECOMMENDATION:

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

Assessor
231/724-6708
FAX/726-5181

Cemetery
231/724-6783
FAX/726-5617

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

Clerk
231/724-6705
FAX/724-4178

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

Engineering
231/724-6707
FAX/727-6904

Finance
231/724-6713
FAX/724-6768

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

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

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

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

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

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

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

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

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

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

Treasurer
231/724-6720
FAX/724-6768

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

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



Date: December 22, 2000
To: Honorable Mayor and City Commissioners
From: Ric Scott *[Signature]*
Re: Charter Parks

After a thorough review of the properties designated to be Charter Parks, the City attorney has recommended that we proceed with the attached list of 19 parks. Several parks are not included at there are problems with exact property lines and legal descriptions that we need to get resolved.

I would ask that you adopt the attached resolution creating 19 Charter Parks.

Thank you for your consideration.

RECEIVED

JAN 22 2001

City Clerks Office

Grand River Bands of Ottawa Indians
1251 Plainfield N.E. Suite B
P.O. Box 2937
Grand Rapids, Michigan 49501-2937

Telephone (616) 458-8759 Fax (616) 458-9039

City of Muskegon Commission
933 Terrace Street
Muskegon, Michigan
January 22, 2001

Subject: Objection Letter for Charter Parks Designation of Old Indian Cemetery

Dear Commissioners,

The Grand River Bands of Ottawa Indians Council is the political successor of interest for the Grand River Ottawa People. We are the indigenous people of this part of the Great Lakes region, the remnants of the Ottawa Nation and survivors of the "American Holocaust." The Ottawa Government and community we represent do not view the charter parks designation of the Ottawa Cemetery as an elevation in status or protection for the cemetery. It is seen, rather, as a detriment and prejudicial in circumstance that would require a vote of the people. The Ottawa people should make determinations as to the status of their land. This designation does nothing to set the cemetery apart from city parks, play fields, boat launches or marinas. The Ottawa cemetery should be dedicated to the service of religion, sanctified, hallowed, protected by law, custom, human respect and be held inviolable. Therefore, we strongly object to the proposed charter park designation for this and many other reasons.

The Grand River Bands of Ottawa Indians Council believes that the United States Government has not extinguished the "Indian Right of Occupancy." Therefore, the "aboriginal title" to this one square acre of land known and described as a burial place of the Ottawa Nation did not pass to the United States.

The Grand River Ottawa People tried to save this spiritual place in article XIII (other usual privileges of occupancy) in the Treaty with the Ottawa 1836. The Grand River Ottawa paid for this land with their annuities derived from the 1836 Treaty, however; the title did not transfer. We also believe that because the United States has not fulfilled its part of the treaty, compact, contract agreement, by not providing the treaty trust responsibilities to the Ottawa Nation the aboriginal title did not transfer.

In addition to opposing the charter park designation, we are seeking your support and assistance in attaining Indian country status (a term used by the United States to identify land held by Indians) for the one-acre Old Indian Cemetery located on Morris Street in the City of Muskegon. Working together, we may be able to effect the permanent safe guards for the cemetery that would be amicable to our constituency. Specifically, we are requesting a Muskegon City Commission resolution supporting the Grand River Ottawa Council claim of aboriginal title. This resolution will assist us in petitioning the U.S. Congress to include the Ottawa cemetery on its list of protected sacred places.

Almost from the beginning of our nation to nation relationship with the United States, the Ottawa have endured a systematic, deliberate, calculated, extermination policy. This policy sought to bring about the destruction of the Ottawa people by destroying our language, religion and political structure by way of ethnic cleansing, land confiscation and forced relocation. Unfortunately, when the Grand River Ottawa seek to have their grievances addressed, we are referred back to the same United States government agency that is executing this policy. So please do not refer this matter back to the Bureau of Indian Affairs. Justice has never been served there.

In 1787, Congress passed the Northwest Ordinance for the governing of the territory that included the area now known as Michigan. Article III of the ordinance may provide the avenue in which to approach Congress.

"The utmost good faith shall always be observed towards the Indians; their lands and property shall never be taken from them without their consent; and in their property rights and liberty they never shall be invaded or disturbed...but laws founded in justice and humanity shall, from time to time be made, for preventing wrongs being done to them and for preserving peace and friendship with them."

Obviously, many government agencies and representatives ignored this ordinance. We can not change the past but we can do the right thing now. Please do not repeat the mistakes of your ancestors by ignoring this request. Do the right thing and support our requests.

Thank you in advance for your prompt attention and anticipated cooperation in this very important matter. If you have any questions, feel free to call me locally at 722-5326.

Sincerely,



Joseph Genia

Muskegon Representative

Grand River Bands of Ottawa Indians

CC: Commission

Bryon Mazade

Ric Scott

CITY OF MUSKEGON
MUSKEGON COUNTY, MICHIGAN

Resolution No. 2001-11(a)

A Resolution Establishing Certain Charter Parks.

Recitals

The City of Muskegon's Charter was amended in 1998, by the addition of Article XX, providing for the establishment of charter parks.

The City Commission has examined certain parks located in the City and has determined that the lands involved are owned in fee simple by the City, that they should be preserved as parks. Public notice of this proposed action by the City Commission has been given.

For the purpose of preserving the said parks, in accordance with the provisions of Article XX of the City Charter and subject to those provisions, the City by this Resolution intends to establish the said parks as charter parks. In accordance with the Charter, after recording this resolution, no such park land may be sold, mortgaged, transferred or conveyed by the City except with the approval of the majority of the electors voting at an election held in the City.

NOW, THEREFORE, the City Commission of the City of Muskegon hereby resolves that the following parks, identified by name in this Resolution, are declared by the City Commission of the City of Muskegon to be charter parks. The said lands shall be preserved as parks in accordance with the said charter provisions.

The legal descriptions of the lands included in the said parks are attached and incorporated in this Resolution. This Resolution may be recorded with the Muskegon County Register of Deeds for the purpose of giving record and public notice of this determination and designation by the City Commission.

The parks to be deemed charter parks upon recording of this Resolution, and their legal descriptions, are as follows:

Aamodt Charter Park:

Entire Block 138 of the Revised Plat of 1903 of the City of Muskegon, Muskegon County Records.

Beachwood Charter Park:

Block 706 of the Revised Plat of 1903 of the City of Muskegon, as recorded in Liber 3 of Plats, Page 71, except that part deeded in Liber 654, Page 567, Muskegon County Records.

Beukema Charter Park:

Entire Lot 490, Urban Renewal Plat No. 4, City of Muskegon, Muskegon County Records.

ALSO

That part of Lot 489 of Muskegon-Urban Renewal Plat No. 4, City of Muskegon, Muskegon County Records, described as follows: That part of the West 1/2 of the East 1/2 of the Southeast 1/4 of the Northwest 1/4 of Section 21, Town 10 North, Range 16 West, as follows: Starting at the point of intersection of the center line of Marquette Avenue and Bennett Street; thence South 0°23' West 700.25 feet to the point of beginning; thence South 0°23' West 599.50 Feet (to the North line of Wesley Avenue); thence North 89°13' East 332.75 feet; thence North 0°20' East 599.5 feet; thence South 89°13' West 333.31 feet more or less to the point of beginning.

Campbell Charter Park:

The Northeast 1/4 of Southwest 1/4 of Northeast 1/4 of Section 36, Town 10 North, Range 17 West, City of Muskegon, Muskegon County Records.

Hackley Charter Park:

Entire Block 326 of the Revised Plat of 1903 of the City of Muskegon, Muskegon County Records.

Harbour Towne Beach Charter Park:

That part of Block 742 of the Revised Plat of 1903 of the City of Muskegon, Muskegon County, Michigan, described as follows: Commencing at the most Northeasterly corner of Harbor Towne Marina Condominium, as recorded in Liber 1286, Pages 423-479 for point of beginning; thence North 01°52'29" East along the East line of said Harbour Towne Marina Condominium extended 10.72 feet to the Westerly right-of-way line of Fulton Street; thence South 33°33'20" East along said Westerly right-of-way line 68.18 feet; thence along a curve to the left Southerly, Easterly and Northerly around a turnaround having a radius of 65.50 feet and an arc distance of 308.16 feet and whose central angle is 269°33'41" and long chord bears South 78°46'27" East 92.98 feet; thence South 33°33'20" East 56.34 feet; thence South 18°00'00" West 259.94 feet; thence South 72°00'00" East 66.00 feet; thence South 18°00'00" West 66.00 feet; thence North 72°00'00" West 66.00 feet; thence South 18°00'00" West 50.17 feet to Harbour Towne Marina Condominium line; thence North 89°37'27" East along Harbour Towne Marina Condominium line 317.30 feet; thence North 42°55'40" East along Harbour Towne Marina Condominium line 150 feet more or less to the shore of Muskegon Lake to a point hereinafter referred to as "Point A;" thence RECOMMENCE AT THE ABOVE DESCRIBED POINT OF BEGINNING; thence North 88°07'31" West along the North line of said Harbour Towne Marina Condominium extended 757.98 feet; thence North 29°37'10" West 45.57 feet to the Southeasterly line of Fulton Street;

thence North 55°18'50" East along said Southeasterly line 104.49 feet; thence North 43°51'33" East along said Southeasterly line 88.79 feet; thence South 27°14'03" East (deeded as South 26°36' East) 63.44 feet; thence North 62°44'24" East 210.56 feet; thence North 81°51'39" East (deeded as North 82°18' East) 369.76 feet; thence North 21°49'39" East 100 feet more or less to the shore of Muskegon Lake; thence Southeasterly along the shore of Muskegon Lake 840 feet more or less to the above mentioned "Point A." Containing 6.872 acres.

Hartshorn Marina Charter Park:

That part of Block 573 of the Revised Plat of 1903 of the City of Muskegon, Muskegon County, Michigan, described as follows: Commencing at the Southwest corner of said Block for POINT OF BEGINNING; thence North 1°40' West along the West line of said Block 347.00 feet; thence North 21°40' West along the Westerly line of said Block 241.00 feet; thence North 29°28' West along the Westerly line of said Block 187.50 feet; thence South 35°37' East 258.20 feet; thence South 9°53' East 504.80 feet to the Northerly line of West Western Avenue; thence South 59°34' West along said Northerly line 53.00 feet to point of beginning. Subject to the rights of the CSX Transportation Company to operate and maintain its railroad over the Southern portion of the land herein before described.

ALSO

All that certain parts or parcels of land in Blocks 574 and 575 of the Revised Plat of 1903 of the City of Muskegon, Muskegon County, Michigan, lying Northerly and Easterly of the following described boundary lines (except the right of way for the CSX Transportation Company): Commencing at an iron bolt (original) located at the Southeast Corner of Block 574 of the Revised Plat of the City of Muskegon; thence North 88°43' West 270.42 feet to the North line of West Western Avenue for a place of beginning; thence North 1°40' West 100.00 feet; thence North 47°04' West 404.65 feet; thence North 47°05' West 484.45 feet; thence South 87°55' West 691.50 feet to an iron stake; thence North 37° West 730 feet; thence North 48° West to the thread of the stream in Muskegon Lake, together with all riparian rights incident thereto.

Kearney Charter Park:

Entire Block 222 of the Revised Plat of 1903 of the City of Muskegon, Muskegon County, Michigan.

Marsh Charter Park:

The Northwest 1/4 of Northwest 1/4 of Northwest 1/4 of Section 32, Town 10 North, Range 16 West, City of Muskegon, Muskegon County, Michigan, also known as entire Blocks 5 and 6 of Plat A of Muskegon Heights, City of Muskegon, Muskegon County, Michigan.

McCrea Charter Park:

That part of Block 97 of the Revised Plat of 1903 of the City of Muskegon, Muskegon County, Michigan, described s follows: Commencing at the North most corner of said Block for the point of beginning; thence Southeasterly along the Northerly line of said Block 998.36 feet to a point 40.00 feet Northwesterly of the Easterly line of said Block; thence Southwesterly parallel to said Easterly line 386.75 feet; thence Northwesterly parallel to the Northerly line of said Block 994.43 feet to the Westerly line of said Block; thence Northeasterly along said Westerly line 386.75 feet to point of beginning. Containing 8.847 acres.

McGraft Charter Park:

Entire Blocks 614 and 610, Revised Plat of 1903 of the City of Muskegon, as recorded in Liber 3 of Plats, Page 71, Muskegon County Records.

Muskegon Lake Charter Park:

That part of the Revised Plat of 1903 of the City of Muskegon, Muskegon County, Michigan, described as follows: Lot 1, Lot 12 and Lot 18 of Block 582; Lot 14 and Lot 15 of Block 583; Entire Block 585; Lot 1 and Lot 2 of Block 586.

Pere Marquette and Margaret Drake Elliot Charter Park

That part of the Revised Plat of 1903 of the City of Muskegon, Muskegon County, Michigan, described as follows: Entire Block 738 and Entire Block 739, EXCEPT the following four described parcels:

THE COAST GUARD STATION

That part of said Block 739, deeded to the United States of America, by a deed dated 7/18/1904 and recorded on 9/19/1904 in Liber 119, Page 126, Muskegon County Records.

That part of said Block 739, deeded to the United States of America, by a deed dated 4/12/1994 and recorded 4/29/1994 in Liber 1764, Page 727, Muskegon County Records.

BOAT SLIP IN CHANNEL BETWEEN LAKE MICHIGAN & MUSKEGON LAKE

That part of said Block 739, deeded to the United States of America by a deed dated 12/4/1935 and recorded 3/30/1936 in Liber 362, Page 68, Muskegon County Records.

LAND AT INNER END OF SOUTH BREAKWATER

That part of said Block 739, deeded to the United States of America by a deed dated 2/26/1927 and recorded 10/11/1928 in Liber 279, Page 423, Muskegon County Records.

ALSO

Entire Block 749 of the Revised Plat of 1903 of the City of Muskegon, Muskegon County Records, EXCEPT the following described parcel;

That part of said Block 749, deeded to John Darien Homes, Inc., by a deed dated 6/8/1992 and recorded 6/18/1992 in Liber 1633, Page 398, Muskegon County Records.

Reese Charter Park:

The Easterly 726 feet of the Southwest Quarter of the Southeast Quarter of Section 28 Town 10 North, Range 16 West, except the Northerly 33 feet, the Easterly 33 feet and the Southerly 466 feet, City of Muskegon, Muskegon County Records.

Russell Lee Root Charter Park:

The unnumbered Block in the Revised Plat of 1903 of the City of Muskegon, Muskegon County, Michigan, formerly part of Block 129 of Newell's Enlarged and Corrected Plat, lying North of Apple Avenue (66 feet wide), Southwesterly of First Street (66 feet wide) and Southeasterly of Muskegon Avenue (66 feet wide).

Seyferth Charter Park:

That part of Block 669 of the Revised Plat of 1903 of the City of Muskegon lying East of LeBoeuf Street, Muskegon County Records.

Smith-Ryerson Charter Park:

Entire Blocks 28, 29, 30, 31, and 32 of the Revised Plat of 1903 of the City of Muskegon,
Muskegon County Records.

It is further resolved, that the designation as a charter park does not require that the name of any such park cannot be changed in the future. The names of the parks set forth in this resolution are for identification and reflect current decisions as to appropriate memorials or acknowledgements.

THIS RESOLUTION ADOPTED

AYES: Spataro, Aslakson, Nielsen, Schweifler, Shepherd, Sieradzki

NAYS: None

ABSENT: Benedict (stepped out)

CITY OF MUSKEGON

By Gail A. Kunderger
Gail A. Kunderger, Clerk

CERTIFICATE

STATE OF MICHIGAN
COUNTY OF MUSKEGON

I hereby certify that the foregoing is a true and complete copy of a resolution adopted at a meeting of the City Commissioners of the City of Muskegon, Michigan, held on the 23rd day of January 2001, and that the minutes of the meeting are on file in the office of the City Clerk and are available to the public. Public notice of the meeting was given pursuant to and in compliance with Act 267, Public Acts of Michigan, 1976.

Gail A. Kunderger
Gail A. Kunderger, City Clerk

AGENDA ITEM NO. _____

CITY COMMISSION MEETING January 23, 2001

TO: Honorable Mayor and City Commissioners

FROM: Bryon L. Mazade, City Manager

DATE: January 12, 2001

RE: Parking Lease – West Michigan Dock & Market Corporation

SUMMARY OF REQUEST:

To approve a lease with West Michigan Dock & Market Corporation for parking facilities of the L.C. Walker Arena.

FINANCIAL IMPACT:

Ten percent (10%) of gross parking revenues will be paid to West Michigan Dock & Market Corporation.

BUDGET ACTION REQUIRED:

A budget adjustment may be required at a later time, depending on the revenues and expenses of the L.C. Walker Arena.

STAFF RECOMMENDATION:

To approve the attached lease.

COMMITTEE RECOMMENDATION:

None.

March 27, 2001

Ms. Gail A. Kunding
City Clerk
City Hall
Muskegon, MI

Re: West Michigan Dock Lease
Our File 100-828(41)

Dear Gail:

Enclosed is the original of a letter agreement signed by Richard A. Durell. Please file this with the original of the Lease executed with West Michigan Dock on January 23, 2001. Thank you.

Yours truly,



G. Thomas Johnson
Direct Dial: 231.722-5400
Fax: 231.728-2206
Internet Address: gtj@parmenterlaw.com

GTJ/mh

Enclosure

cc: Mr. Bryon L. Mazade

G. Thomas Johnson
George D. Van Epps
John M. Briggs, III
Michael L. Rolf
George W. Johnson
W. Brad Groom

John C. Schrier
Christopher L. Kelly
Linda S. Kaare
Philip M. Stoffan
William J. Meier
James R. Scheuerle

Keith L. McEvoy
Anna K. Urick
Scott R. Sewick
Jennifer L. Hylland
Jeffery A. Jacobson

Of Counsel
Thomas J. O'Toole
Eric J. Fauri

Retired
Robert L. Forsythe
Arthur M. Rude

Paul T. Sorenson, 1920-1966
George A. Parmenter, 1903-1993
Cyrus M. Poppen, 1903-1996
Harold M. Street, 1912-2000

January 17, 2001

Mr. Richard A. Durell
Warner Norcross & Judd LLP
900 Old Kent Bldg.
111 Lyon St., NW
Grand Rapids, MI 49503-2487

Re: West Michigan Dock - Lease

Dear Dick:

In accordance with our phone conversations it is my understanding that the lease between West Michigan Dock and the City should be interpreted as follows:

The effective date for determining the rent would be June 1, 2001. The term would begin June 1, 2000, and the first rent due, 30 days after June 1, 2001 would be for the period from June 1, 2000 through May 31, 2001.

This is my understanding of our phone conversation and your voice mail returned to me on January 17. I would appreciate your countersigning this letter if this is your understanding as well.

Very truly yours,

G. Thomas Johnson
Direct Dial: 231/722-5400
E-mail: gtj@parmenterlaw.com

GTJ:mmf

Received and agree:


Richard A. Durell
Attorney for West Michigan Dock

c: Bryon Mazade

G. Thomas Johnson
George D. Van Epps
John M. Briggs, III
Michael L. Rolf
George W. Johnson
W. Brad Groom

John C. Schrier
Christopher L. Kelly
Linda S. Kaare
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Arthur M. Rude

Paul T. Sorenson, 1920-1966
George A. Parmenter, 1903-1993
Cyrus M. Poppen, 1903-1996
Harold M. Street, 1912-2000

LEASE

(Final)

THIS INDENTURE, made this 23rd day of January, 2001, by and between WEST MICHIGAN DOCK & MARKET CORPORATION, a Michigan corporation, of 500 Mart Street, Muskegon, Michigan, hereinafter referred to as LESSOR, and the CITY OF MUSKEGON, a municipal corporation, of 933 Terrace Street, Muskegon, Michigan, hereinafter referred to as LESSEE.

1. DESCRIPTION OF PREMISES. In consideration of the rents and covenants herein reserved and contained on the part of the LESSEE to be paid, performed and observed, said LESSOR hereby demises and leases to said LESSEE, and LESSEE does hereby hire and take from LESSOR, the following described premises, consisting of vacant land and land improved for parking lots, legally described as:

SEE EXHIBIT A, ATTACHED.

2. TERM. The term of this lease shall be for twelve (12) months commencing June 1, 2000, and ending May 31, 2001, both dates inclusive unless sooner terminated as herein provided. This lease shall be automatically renewed for one (1) year periods on the same terms and conditions, except for rent, which shall be adjusted annually by the parties using the formula set forth below. Notice of non-renewal shall be given by either party sixty (60) days before the end of any term.

3. RENT. LESSEE shall pay LESSOR rent at the office of LESSOR thirty (30) days after the effective date of this lease and thirty (30) days after the anniversary thereof during the term of the lease. The rent shall be determined as follows:

The gross revenues for the twelve (12) months previous to the said dates for parking in the Shoreline Drive lots of the L.C. Walker Arena, including the leased premises, shall be determined, excluding the revenues from Summer Celebration. Lessee shall pay to the Lessor a sum equal to ten (10%) percent of the said gross parking revenues. Lessee shall pay all expenses to operate the said lots.

During the Summer Celebration, the arrangements and agreements between Lessor, Lessee, and other organizations shall remain and supersede this rent provision.

For additional rent, LESSEE grants to LESSOR the right to use LESSEE'S adjoining parking lots at no charge or rental for a total of seven (7) twenty-four (24) hour days per year, provided the said use of the City parking lots shall not interfere with or interrupt parking for events at the L.C. Walker Arena, and, further, that the said parking on said days shall be for events occurring on

LESSOR'S property adjoining the premises in this lease. The said seven (7) days shall be at times other than the Summer Celebration.

4. QUIET ENJOYMENT. LESSOR covenants that LESSEE, on payment of all the aforesaid installments and performing all the covenants aforesaid, shall and may peacefully and quietly have, hold and enjoy the said demised premises for the term hereof. LESSOR agrees to indemnify LESSEE for and against any and all loss and damage of whatever kind that may result to LESSEE on account of any failure of or defect in LESSOR'S title or right to make and execute this lease, and that there are no restrictions applicable to the demised premises which affect and limit the right of LESSEE to exercise any of the rights granted to LESSEE by this lease. LESSOR agrees to put LESSEE in possession of the demised premises at the commencement of the term of this lease. LESSOR agrees that it will not grant any easements on the demised premises, or create any restrictions thereto, during the term of the lease without the prior consent of LESSEE.

5. USE OF PREMISES. LESSEE is granted the right during the term of this lease, or any renewals hereof, to occupy and use the leased premises for the purpose of public parking, storage of equipment, dirt piles (only in the unpaved area on the Westerly end) and event vehicles for events at the L.C. Walker Arena, and further for events occurring on City or County of Muskegon property. Lessor will not place improvements on the property which would interfere with LESSEE'S parking use.

6. LESSEE'S ACCEPTANCE OF PROPERTY AS IS. LESSEE accepts the leased premises in their existing condition. No representation, statement or warranty, express or implied, has been made by or on behalf of LESSOR as to such condition, or as to the use that may be made of such property. In no event shall LESSOR be liable to LESSEE for any defect in such property or for limitations on its use. No representation or warranty of habitability, express or implied, has been made by or on the behalf of LESSOR to LESSEE.

7. MAINTENANCE. LESSEE shall, at its own expense, keep the premises clear of trash and debris, shall maintain the premises to the extent reasonably necessary to accommodate parking, including but not limited to reasonable snow plowing and snow removal.

8. ALTERATIONS OR IMPROVEMENTS. LESSEE shall not make any alterations, additions, or improvements to the premises except with the written consent of LESSOR. Any alteration, addition or improvement made by the LESSEE after such consent shall have been given, and any fixtures installed as part thereof, shall at the LESSOR'S option become the property of the LESSOR upon the expiration or other sooner termination of this lease, provided, however, that LESSOR shall have the right to require LESSEE to remove such fixtures, additions or improvements at LESSEE'S cost upon such termination of this lease provided that in the event of any such removal, LESSEE shall make all repairs necessitated by such removal so as to leave the premises in like condition as when taken except for ordinary wear and tear.

9. PUBLIC ORDERS AND ZONING. LESSEE shall, at its own expense, make all alterations, improvements, or repairs in the leased premises that may be ordered by public authorities, or required by changes in or additions to state and local zoning ordinances.

10. INSURANCE.

(a) LESSEE shall, at its own expense, provide and keep in force general public liability insurance or Risk Authority coverage protecting LESSEE and LESSOR against all claims for damages to person or property or for loss of life or of property occurring upon, in, or about the leased property, the streets, gutters, sidewalks, curbs, or vaults adjacent thereto, to such limits as LESSOR may reasonably, from time to time, require in respect to injuries to any one person, in respect to any one accident or disaster or incident of negligence, and in respect to property damage.

(b) LESSEE shall, at its own expense, provide and keep in force such other insurance or Risk Authority coverage against other insurable hazards in such amounts as may from time to time be required by LESSOR, provided that such insurable hazards are commonly insured against with respect to similar premises.

11. SUBROGATION. LESSEE, its officers, agents or employees shall not be liable for damage to the leased premises or for interruption of rent resulting from any of the perils covered by fire and extended coverage insurance, or which would be covered if such insurance were in force, and LESSOR agrees not to sue for such damage and that every applicable policy of insurance will contain or be endorsed with the standard waiver of subrogation clause. LESSOR shall not be liable for damage to the property or business of LESSEE in or on the leased premises resulting from any of the perils covered if such insurance were in force, and LESSEE agrees not to sue for such damage and that every applicable policy of insurance will contain or be endorsed with the standard waiver of subrogation clause.

12. RIGHT TO MORTGAGE. LESSOR reserves the right to subject and subordinate this lease at all times to the lien of any mortgage or mortgages now or hereafter placed upon LESSOR'S interest in the said premises and on the land of which the said premises are a part. LESSEE covenants and agrees to execute and deliver upon demand such further instrument or instruments subordinating this lease to the lien of any such mortgage or mortgages as shall be desired by LESSOR.

13. LIENS AND ENCUMBRANCES. LESSEE covenants that LESSEE will not create or permit to be created or to remain, and will promptly discharge, at LESSEE'S sole cost and expense, any lien, encumbrance or charge upon the leased premises or any part thereof, or upon LESSEE'S leasehold interest therein, which lien, encumbrance or charge arises out of the use or occupancy of the leased premises by LESSEE or by reason of any labor or materials furnished or claimed to have been furnished to LESSEE or by reason of any construction,

alteration, addition, repair or demolition of any part of the leased premises. The existence of any construction, mechanic's, laborer's, materialmen's, supplier's or vendor's lien, or any right in respect thereof, shall not constitute a violation of this paragraph, if payment is not yet due upon the contract or for the goods or services in respect of which any such lien has arisen or where there is a good faith dispute relating thereto, provided that in such event LESSEE shall promptly prosecute an action to resolve the validity of the lien. Nothing in this lease contained shall be construed as constituting the consent or request of LESSOR, expressed or implied, to any contractor, subcontractor, laborer, materialmen or vendor to or for the performance of any labor or construction, alteration, addition, repair or demolition of or to the leased premises or any part thereof. Notice is hereby given that LESSOR will not be liable for any labor, services or materials furnished or to be furnished to LESSEE, or to anyone holding the leased premises or any part thereof through or under LESSEE, and that no mechanic's or other liens for any such labor or materials shall attach to the interest of LESSOR in and to the leased premises.

14. ASSIGNMENT OR SUBLETTING. LESSEE shall not assign, mortgage, or encumber this lease, nor sublet or permit the leased property or any part thereof to be used by others, without the prior written consent of the LESSOR in each instance. If this lease is assigned, or if the leased property or any part thereof is sublet, or occupied by anybody other than the LESSEE, the LESSOR may, after default by the LESSEE, collect rent from the assignee, subtenant, or occupant and apply the net amount collected to the rent herein reserved. No such assignment, subletting, occupancy or collection shall be deemed a waiver of this covenant, or the acceptance of the assignee, subtenant, or occupant as tenant, or a release of the LESSEE from the further performance by the LESSEE of the covenants in this lease. The consent by the LESSOR to an assignment or subletting shall not be construed to relieve the LESSEE from obtaining the consent in writing of the LESSOR to any further assignment or subletting, provided LESSEE may occupy or operate the premises under this lease by an agent, manager or other representative.

15. EMINENT DOMAIN. If the leased premises are taken by a public authority under power of eminent domain, LESSEE shall be entitled to a pro rata refund of any rent paid in advance. LESSOR and LESSEE, in any condemnation proceedings, shall each be entitled to recover their own damages, provided that LESSEE agrees to cooperate with LESSOR in LESSOR'S attempt to recover damages in any such condemnation proceedings and to furnish any and all information that LESSOR may request in such attempt and provided further that LESSOR agrees to cooperate with LESSEE in LESSEE'S attempt to recover damages in any such condemnation proceedings and to furnish any and all information that LESSEE may request in such attempt.

16. DEFAULT AND REPOSSESSION. If the leased property shall be deserted or vacated, or if proceedings are commenced against the LESSEE in any court under a bankruptcy act or for the appointment of a trustee or receiver of the LESSEE'S property either before or after the commencement of the lease term, or if there shall be a default in the payment of rent or any part thereof for more than seven (7) days after written notice of such default by the LESSOR, or

if there shall be default in the performance of any other covenant, agreement, condition, rule or regulation herein contained or hereafter established on the part of the LESSEE for more than twenty (20) days after written notice of such default by the LESSOR, this lease (if the LESSOR so elects) shall thereupon become null and void, and the LESSOR shall have the right to reenter or repossess the leased property, either by force, summary proceedings, surrender, or otherwise, and dispossess and remove therefrom the LESSEE, or other occupants thereof, and their effects, without being liable to any prosecution therefor. In such case, the LESSOR may, at its option, relet the leased property or any part thereof, as the agent of the LESSEE, and the LESSEE shall pay the LESSOR the difference between the rent hereby reserved and agreed to be paid by the LESSEE for the portion of the term remaining at the time of reentry or repossession and the amount, if any, received or to be received under such reletting for such portion of the term. The LESSEE hereby expressly waives the service of notice of intention to reenter or of instituting legal proceedings to that end. LESSEE agrees to pay all expenses and damages incurred by LESSOR as a result of LESSEE'S default, including LESSOR'S attorney fees.

17. CURING OF LESSEE'S DEFAULT. If LESSEE shall fail to perform any of its obligations hereunder, LESSOR may, if it so elects, and after thirty (30) days prior notice to LESSEE, cure such default at LESSEE'S expense, and LESSEE agrees to reimburse LESSOR (as additional rent) for all costs and expenses incurred as a result thereof upon demand.

18. HOLDING OVER. It is agreed that any holding over by the LESSEE upon expiration of the term of this lease or any extension hereof, shall operate as an extension of this lease from month to month only.

19. SHORT FORM OF LEASE. At the request of either LESSOR or LESSEE, the parties hereto shall execute a Short Form of Lease for recording purposes. Said Short Form of Lease shall contain a legal description of the demised premises and a statement of the term of this lease, a statement of the rights of LESSEE under this lease and such other provisions as LESSOR and LESSEE shall deem it advisable to include. In the event that commencement date or the termination date of this lease has not been precisely determined at the time of the execution of the Short Form of Lease, either party hereto may request and both parties shall execute a modification thereto at any subsequent time by which the term of this lease shall be precisely specified.

20. NOTICES. Any notice required to be given in writing under the provisions of this lease shall be deemed to be delivered if given personally to the party entitled to such notice or if deposited in the United States mail and addressed with the business address of the party entitled to such notice with postage thereon fully prepaid.

21. WAIVER. One or more waivers of any covenant or condition by LESSOR shall not be construed as a waiver of a subsequent breach of the same covenant or condition.

22. LAWS OF MICHIGAN TO GOVERN. This Lease shall be interpreted under the laws of the State of Michigan.

23. BINDING UPON SUCCESSORS AND ASSIGNS. This Lease shall be binding upon the parties hereto and their respective heirs, administrators, personal representatives, successors and assigns.

IN WITNESS WHEREOF, the LESSOR and LESSEE have caused this indenture to be executed the day and year first above written.

WITNESSES:

Heather M. Hurd

Jane Onofrey

Linda Potter

Shawna J. Hull
Shawna T. Hull

LESSOR -

WEST MICHIGAN DOCK & MARKET
CORPORATION

By M. M. Lee

Its President

LESSEE -

CITY OF MUSKEGON

Fred Nielsen
Fred Nielsen, Its Mayor

And

Gail A. Kunderger
Gail A. Kunderger
Its Clerk

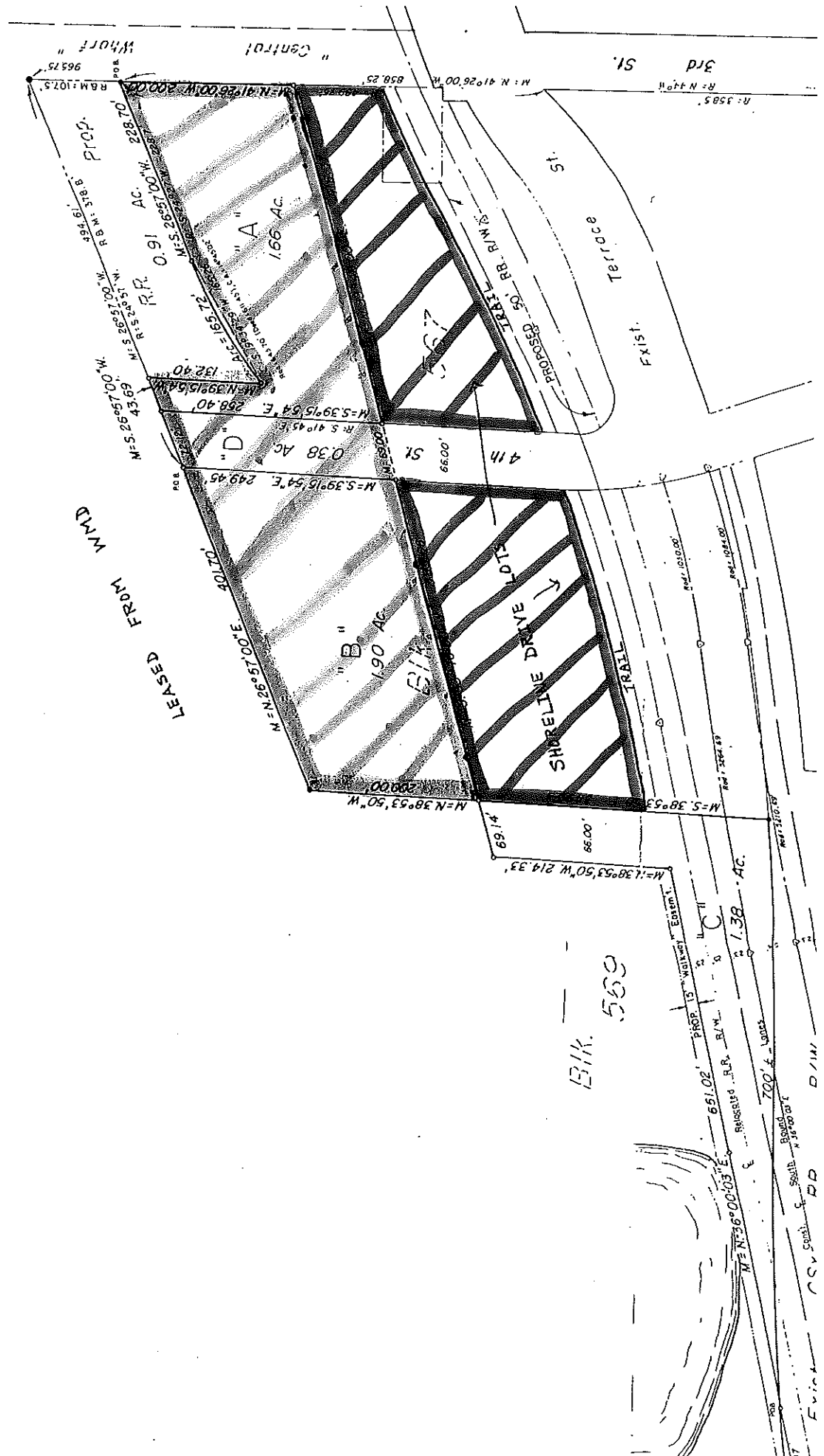
EXHIBIT A

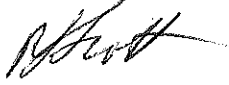
LEGAL DESCRIPTION

Parcel A: That part of Lot 2 of block 567 of the Revised Plat of the City of Muskegon adopted and approved by the Council of said City on April 9, 1903, and described as follows: Commencing on the Southwesterly line of North Third Street (also known as Central Wharf) at the Northeasterly corner of Block 566 of said City; thence North 41 degrees 26 minutes 00 seconds West 858.25 feet for POINT OF BEGINNING; thence South 26 degrees 57 minutes 00 seconds West 228.70 feet; thence Southwesterly along a curve to the left with a radius of 643.70 feet a distance of 165.72 feet (the central angle of said curve is 14 degrees 45 minutes 02 seconds and the long chord of said curve bears South 19 degrees 34 minutes 29 seconds West 165.26 feet); thence North 39 degrees 15 minutes 54 seconds West 132.40 feet; thence South 26 degrees 57 minutes 00 seconds West 43.69 feet; thence South 39 degrees 15 minutes 54 seconds East 258.40 feet; thence North 33 degrees 46 minutes 00 second East 416.37 feet to said Southwesterly line of North Third Street; thence North 41 degrees 26 minutes 00 seconds West along said Southwesterly line 200.00 feet to Point of Beginning. Containing 1.66 acres.

Parcel B: That part of Lot 2 of Block 567 of the Revised Plat of the City of Muskegon adopted April 9, 1903, described as follows: Commencing at a point on the Southwesterly line of North Third Street (also known as Central Wharf) at a point 965.75 feet Northwesterly of the Northeasterly corner of Block 566 of said City; thence South 26 degrees 57 minutes 00 seconds West 494.61 feet for POINT OF BEGINNING; thence South 39 degrees 15 minutes 54 seconds East 249.45 feet; thence South 33 degrees 46 minutes 00 seconds West 385.66 feet to the Southwesterly line of said Lot 2; thence North 38 degrees 53 minutes 50 seconds West along said Southwesterly line 200.00 feet; thence North 26 degrees 57 minutes 00 seconds East 401.70 feet to the Point of Beginning. Containing 1.90 acres.

AND that part of Fourth Street lying between the above the above parcels when the said portion of the street is vacated.



Date: January 16, 2001
To: Honorable Mayor and City Commissioners
From: Ric Scott 
RE: Arena Management Contract

SUMMARY OF REQUEST:

To authorize the Mayor and Clerk to sign a two-year contract with Arena Management Group for the management of Walker Arena

FINANCIAL IMPACT:

\$667,000 for the first year

BUDGET ACTION REQUIRED:

None

STAFF RECOMMENDATION:

Approve

COMMITTEE RECOMMENDATION:

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

Assessor
231/724-6708
FAX/726-5181

Cemetery
231/724-6783
FAX/726-5617

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

Clerk
231/724-6705
FAX/724-4178

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

Engineering
231/724-6707
FAX/727-6904

Finance
231/724-6713
FAX/724-6768

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

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

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

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

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

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

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

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

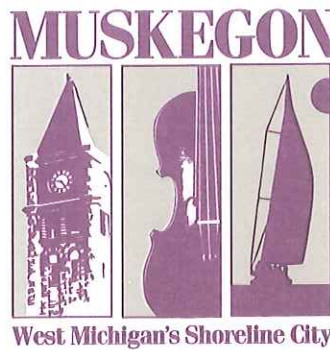
Police Dept.
231/724-6750
FAX/722-5140

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

Treasurer
231/724-6720
FAX/724-6768

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

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



Date: January 16, 2001

To: Honorable Mayor and City Commissioners

From: Ric Scott 

Re: Arena Management Contract

Attached is a proposed contract with Arena Management Group for the management of Walker Arena. The new contract is for two years with a renewal clause. Each renewal period is for one year with either party able to cancel the contract. There are three one-year renewal options. The first year payment is the same as in 2000, \$667,000.

Arena Management Group has agreed to promote three ticketed events in each year of the contract. Further, they will be creating a citizens committee to help promote and book events into the arena to increase the ticketed events in the building.

Further, staff is requesting that we increase the maintenance fee per ticket to \$1, from the current \$.50. This would increase revenues approximately \$75,000 depending on how many people attend events.

I would ask that you authorize the Mayor and Clerk to sign the contract. If this is approved, we will then negotiate both the concession and Fury contracts, which expire in June.

Thank you for your consideration.

**CITY OF MUSKEGON
OPERATIONS MANAGEMENT CONTRACT
L.C. WALKER ARENA AND CONFERENCE CENTER**

This is a Contract, effective June 11, 2001, for the management of the entire operations, management and promotion of the L.C. Walker Arena and Conference Center ("Arena"), made between the **City of Muskegon**, 933 Terrace Street, Muskegon, Michigan 49440 ("City") and **Arena Management Group, L.L.C.**, 955 Fourth Street, Muskegon, Michigan 49440 ("Manager").

Purpose

This Contract is drawn to afford the complete management, promotion and maintenance of the Arena by Manager, in accordance and compliance with the requirements of the City, as well as the Muskegon County Building Authority and the County of Muskegon, who are the owner and primary lessee, respectively, of the Arena, and particularly in accordance with Internal Revenue Procedure 97-13, a federal tax procedure which must be complied with for the reason that tax exempt bonds were issued for certain improvements in the Arena.

Background

A. The Muskegon County Building Authority ("CBA") is the owner of the Arena, and leases the premises to the County of Muskegon ("County"). The County subleases the Arena to the City, by which the City is responsible for the operation, maintenance, and improvements for the Arena.

B. The Manager has provided the City with a proposal for its services to manage the Arena. In the event of any conflict, this Contract prevails over any terms in the proposal. The proposal is attached as Exhibit A and is incorporated except as limited by this Contract.

Therefore, the parties agree as follows:

1. **Management; Operation; Maintenance; Improvements.** The Manager agrees to perform all acts and assume all responsibilities for the management, operation, maintenance and improvements of the Arena. The Manager's responsibilities include but are not limited to all operation of the building and its systems, complete maintenance thereof, repairs, cleaning and improvements to the building and the premises necessary for the efficient, timely and full operation thereof (notwithstanding the existence of the repair and L.C. Walker Arena Repair and Replacement Fund, which shall only be used in the City's sole discretion and not as a substitute for Manager's responsibilities); further, all provisions for the use of the facilities for all events and functions, including but not limited to professional hockey, amateur hockey, public skating, shows, trade shows, exhibitions, conventions, athletic events, public performances for which the Arena is reasonably suited, banquets, food service, meetings and public gatherings. The Manager's responsibility shall further include the retaining and hiring of all personnel or, if approved by the City, independent contractors, for the purpose of carrying out all the responsibilities and functions of the Manager.

2. **Annex Conference Center.** The Annex Conference Center, which is part of the Arena, shall be included in the above management, operation, maintenance, and improvement responsibilities of the Manager. However, at any time and in the City's sole discretion, the Annex may be separated from this Contract and its management, operation, maintenance and improvements contracted to another company or individual. Such separation of the Annex from the Managers responsibilities shall not affect the Manager's responsibilities for the rest of the property and facilities.

3. **Promotion.** The Manager agrees to promote a minimum of three events annually at the L.C. Walker Arena. These events shall only include entertainment events such as, shows, concerts, exhibitions, and public performances for which the Arena is reasonably suited. These events shall not include, among other things, existing or resident professional or amateur hockey team events, public skating, conventions, banquets, meetings, or events established before the date of this Contract or are preexisting annual events.

4. **Entertainment Committee.** The Manager shall appoint and establish an entertainment committee to suggest and advise on potential entertainment events for the L.C. Walker Arena. The committee shall be made up of individuals that represent the diversity of the City of Muskegon, and shall be approved by the City Manager.

5. **Expenses.** The Manager shall pay on a timely basis, without incurring any cost of default or penalties all expenses, payroll, payroll taxes, benefits, taxes, if any, and costs of any kind necessary or related to the complete performance of its responsibilities as Manager. Excepted from these costs shall be only utility expenses (as defined herein), which the City agrees herein to pay directly.

6. **Manager; Agency Status.** The Manager shall carry on the responsibilities set forth above, and all incidental or related performances, functions or acts, and shall pay all the said expenses and costs, all on behalf of the City.

7. **Level of Performance; Standards; Preservation of Tax Exempt Bonds; Prices.** The Manager's performance and assumption of the responsibilities undertaken by this Contract shall be carried out and performed to the satisfaction of the City, in its sole judgment and discretion. The Manager shall charge reasonable prices and fees for all paid events and from all paid users, concessionaires and others, which shall be reviewed and adjusted by the City at its option. In addition, Manager shall include a surcharge per ticket to all ticketed events in amounts to be determined from time to time by the City and communicated in writing. The Manager shall not perform or omit any act so as to jeopardize the Federal or State tax-exempt status of the County Building Authority Bonds.

8. **Management Fee.** For its services, the Manager shall be paid a management fee. The said management fee shall be the sole compensation to the Manager, and Manager shall pay all the expenses contemplated by this Contract without further payments from the City. The fee shall be calculated as follows:

8.1. **Periodic Fixed Fee.** The Manager shall be paid a periodic fixed fee for each contract year (June 10 - June 9) as follows (the schedule of payments below does not change the annual basis upon which the fixed fee is determined):

1.	2001-2002	\$667,000
2.	2002-2003	\$687,000

For any subsequent years the U.S. Department of Labor Consumer Price Index for all urban consumers (CPI-U) shall be considered by the City in determining the percentage increase, if any, to the periodic fixed fee from the prior contract year to the next. Such index is attached as Exhibit B and shall be considered as it is extended for the years applicable to the determination of such fixed fee.

8.2. **Review of Fixed Fee.** Upon written notice given sixty (60) days before the end of any contract year by the Manager, the parties shall review the fixed fee. If, in

the City's sole judgment, the fixed fee is inappropriate when reviewing Manager's legitimate expenses and costs, the City may determine to change the fixed fee for the remaining contract years. Under no circumstances shall any change in the fee be based upon the profitability or net profits of the Arena. If the Manager does not agree in writing with the City's determination, the Contract shall be terminated or continued at the fixed fees above stated at the City's option.

8.3. Additional Management Fee; Percentage of Gross Revenues. In addition to the periodic fixed fee, an additional management fee shall be paid to the Manager in an amount equal to the difference between the periodic fixed fee and 80% of gross revenues received during each contract year, provided however, the additional fee shall not exceed \$500,000 in any one year, and provided further, that no additional fee is due unless all utility bills have been paid, and no additional fee shall be due in excess of gross revenues available for application as set forth in each year under this Contract.

8.4. Credits Against Fee. In the event the City determines that the Manager has failed to incur or pay an expense or cost including but not limited to, the costs of any improvement, the City may pay the said expense or cost directly and deduct it from the current amount due for any part of the management fee or additional management fee.

8.5. Additional Fee. The additional fee shall be paid to the Manager no later than sixty (60) days after the end of the pertinent contract year.

8.6. Schedule for payment of the periodic fixed fee. The periodic fixed fee shall be paid on the following schedule. For years after the first, the amounts shall be prorated:

<u>June 10</u>	\$82,000
<u>July 10</u>	\$27,000
<u>August 10</u>	\$27,000
<u>September 10</u>	\$27,000
<u>October 10</u>	\$55,000
<u>November 10</u>	\$55,000
<u>December 10</u>	\$55,000
<u>January 10</u>	\$55,000
<u>February 10</u>	\$75,000
<u>March 10</u>	\$75,000
<u>April 10</u>	\$67,000
<u>May 10</u>	\$67,000

9. **Sources of Funds; Gross Revenues.** All funds collected by the Manager from every source, including but not limited to ticket sales (after box office account settlement with unrelated third parties), concession or event rentals or fees, parking fees, refunds, ticket surcharges, and any other kind of receipt or revenue of any type shall be paid daily to the City and the Manager shall arrange, upon execution of this Contract, for the orderly deposit of funds either directly with the City or in a depository bank, which system may be amended from time to time by the City in order to properly account for all funds.

10. **Uses of Funds.** The gross revenues shall be used for the following purposes and in the following priorities:

10.1. The periodic fixed fee for the Manager.

10.2. Utility bills. "Utilities" to be paid by the City include water, sewer, natural gas service and electric service. No other service to the building shall be included in the utilities to be paid by the City, but, instead, shall be the responsibility of the Manager.

10.3. The additional fee to the Manager.

10.4. A payment to the City which shall not exceed 4% of the debt service payments, (principal and interest payments), due or paid on the portion of the County Building Authority Bonds allocated to the Arena Project during the 12 month periods which begin with and include the date when the annual principal payment on the bonds is due. The payment to the City shall be made in the first year of this Contract and every year thereafter, measured by the said debt service payments made or to be made in the twelve month debt service period as above defined closest in time to the year of the city payment. The amount shall be the amount required for the 12-month bond debt service period beginning in the applicable contract year.

10.5. The entire balance of gross revenues shall be placed in a fund designated as the L.C. Walker Repair and Replacement Reserve Fund. In addition to amounts remaining from gross revenues, amounts received by the City from the hockey team under the Contract with Muskegon Hockey Club Inc. may be placed in the fund after payments required therein have been satisfied. The said fund shall be established and held by the City, and shall be utilized solely for the payment of repairs and the replacement, in due course, of obsolete, damaged or worn-out equipment, fixtures or portions of the L.C. Walker Arena. Gross revenues remaining after payment of the expenses identified in the above subsections shall be paid into the fund until the fund, including all contributions, interest and earnings, totals \$850,000 which is 10% of the full amount of the County Building Authority Bond attributable to the L.C. Walker Arena. In the event the said fund totals \$850,000 at any time, the parties agree that the prices for tickets, fees and other revenues shall be reduced to the level necessary to produce gross revenues to discharge the expenses in the subsections above; the said charges and fees not to be increased until the repair and replacement fund is decreased. The said fund shall not be used for additions or new capital installations or expansions in or of the L.C. Walker Arena. The fund shall be held and used as above in perpetuity, except pursuant to the written opinion of recognized bond counsel that any other use of the fund will not adversely affect the exemption from federal income tax of the interest on the bonds.

11. **Records; Audit of Financial Information.** The Manager shall afford the City at reasonable times every opportunity to examine its financial records, books, bank accounts, evidence of receipts and expenses, invoices, any computer records, and any other information deemed appropriate by the City in order to verify the receipts, uses and payment of funds by the Manager under this Contract. For said purpose the Manager shall provide the City with all necessary means to access any computer records, programs, systems, databases or other information. Copies of any information required by the City, whether on paper or by computer media, as requested by the City, shall be afforded the City immediately upon its request.

12. **Conformity With Lease and Sublease.** Exhibits C and D are the lease between the CBA and the County and the sublease between the County and the City respectively. Manager agrees that it is subject to and will comply with and enforce the provisions of both contracts.

13. **Possession; Termination.** The parties agree that possession during the term of this management contract remains with the City. The Manager shall act as an agent of the City, and its presence and possession in the Arena is carried on entirely on behalf of the City. This Contract shall not be construed as a lease or to give Manager any property right whatsoever in the Arena for any purpose. In the event of lawful termination either before the term of this Contract or at the end thereof, Manager shall vacate the premises without any notice or necessity of judicial proceedings.

14. **Property; Termination.** All property purchased by the Manager or in the possession of the Manager at any time during this Contract shall be the property of the City. At termination, only the Manager's stationery and the personal effects of personnel shall be removed from the building. All other property including office equipment and supplies, all computers and computer related programs, data, systems or personal property, all furniture, furnishings, decorations, signs, fixtures, movable fixtures, personal property of any kind, and all other property whether or not having value, shall be the property of the City. The said property of the City shall include all things tangible or intangible paid for by the Manager during the term of this Contract.

15. **Condition of the Premises and Property.** On termination the Manager shall deliver all the property and the premises to the Manager in good and useable condition, except for the effects of ordinary wear and tear. Manager shall be immediately responsible for any repairs necessary to restore any property, whether real or personal, fixtures or otherwise, to the said condition.

16. **Term.** The term of this Contract shall be two (2) years from the effective date, provided that either party may terminate this Contract without cause, effective at the end of the two (2) year period, upon written notice given anytime before the end of the last January first of the initial term. If not terminated, this Contract shall automatically renew for single additional years not to exceed a total of five (5) years including the original term, or sooner in case a similar timely termination notice is given before the last January first of any one-year term. Notwithstanding the foregoing, this Contract shall be terminated, at the City's option, if a UHL franchised, or equivalent or better professional hockey team is moved from the Arena.

17. **Liquor License.** At Manager's expense the City and the Manager shall apply for the addition of the Manager as a co-licensee on the City's municipal license, and any renewals thereof. The Manager agrees that the license is to remain in the City of Muskegon as primary licensee and that no interest in the license shall accrue to the Manager except the right under Michigan Liquor Control Laws and Regulations to operate as a co-licensee. Pending the addition of the Manager, the City hereby retains Manager to act solely on behalf of the City to operate or carry on any functions in the Arena pending the said liquor license reissue, transfer or amendment, as the City's retained Manager.

The parties shall cooperate and take such further action as is necessary and desirable to comply with any requirements of the Liquor Control Commission. Manager shall be responsible for all actions and responsibilities under the liquor license and shall indemnify City for all expenses, fees, fines, or costs incurred by the City related to the liquor license.

18. **Concessionaires and Independent Contractors; Professional Hockey Team.** The Manager shall have the right to enter into contracts with concessionaires and independent contractors providing subsidiary services to the Arena. The gross proceeds of all such contracts and contracts shall

be paid over to the City. No such contract shall be entered, nor shall any such person or company be allowed to operate or provide services to the Arena without the approval of the City, except for incidental purchases and supplies in the ordinary course of business. This requirement of City approval of any major contract shall include, by way of example, such services as long-term advertising on the premises, concessionaires, caterers, and long-term service contracts for equipment (one year or longer) and other such contracts. The professional hockey team contract shall be separately agreed and arranged by the City. The Manager shall be consulted and shall accommodate the professional hockey team as the City may direct.

19. **Insurance.** The Manager shall obtain insurances required by the City in at least the coverage amounts set forth below. In all the following coverages except workers compensation insurance, the City, the Muskegon County Building Authority and the County of Muskegon shall all be named as additional insureds or loss payees, and each policy shall carry the commitment by the company that no cancellation shall be effective against the City, the CBA or the County, without thirty (30) days written notice to the City:

19.1. Comprehensive general liability insurance. The Manager shall obtain a comprehensive liability insurance policy through a company licensed to do business in Michigan and acceptable to the City, carrying limits of at least \$3,000,000, single limit.

19.2. Vehicle liability insurance. The Manager shall carry vehicle liability insurance for each vehicle owned or leased by it, having liability limits of at least \$1,000,000.

19.3. Workers compensation insurance. The Manager shall carry workers compensation insurance in the amounts required by state law.

19.4. Liquor liability. Manager shall carry, either by itself or through the use of concessionaire policies, adding additional insureds, a comprehensive liquor liability policy or policies.

19.5. Other insurances. Any insurances which are available and which are especially appropriate for the operation of the Arena, such as coverages involving professional or amateur hockey games, trade shows and the like, covering liability and the cost of injuries to persons and property shall be obtained by the Manager, with liability coverages carrying at least a single limit of \$1,000,000.

20. **Insurance Notices.** Cancellation Notice: Workers' Compensation Insurance, Commercial General Liability Insurance and Motor Vehicle Liability Insurance, as described above, shall include an endorsement stating the following: "It is understood and agreed that, in order to be effective, thirty (30) days' Advance Written Notice of Cancellation, Non-Renewal, Reduction and/or Material Change shall be sent to:

City of Muskegon
Attn: City Manager
933 Terrace Street
P.O. Box 536
Muskegon, MI 49443-0536

21. **Assignment.** The Manager may not assign this Contract. Any attempted assignment or change in entity of the Manager, change in the stockholders by more than the holders of one-third of the interest in the outstanding equity of the company, or any material change in the majority equity or management of the Manager, shall constitute a violation of this Contract and cause immediate termination in the City's discretion.

22. **Hold Harmless and Indemnity.** To the fullest extent permitted by law, Manager agrees to defend, pay in behalf of, indemnify, and hold harmless the City, County and CBA, their elected and appointed officials, employees and volunteers and others working in behalf of them against any and all claims, demands, suits, or loss, including all costs connected therewith, and for any damages which may be asserted, claimed or recovered against or from the them, their elected and appointed officials, employees, volunteers or others working in behalf of them, by reason of personal injury, including bodily injury and death and/or property damage, including loss of use thereof, which arises out of or is in any way connected or associated with this Contract.

23. **Duties of the City.** The City commits to pay the utilities as above defined on a timely basis. Interruption of utility service shall not result in any damages or claim against the City.

24. **General Provisions.**

24.1 Independent Contractor. The Manager is an independent contractor and not an employee of the City. Manager is responsible for all its own personnel and all other expenses and costs as set forth in this Contract and shall not have recourse to the City for any claims involving the said expenses or costs.

24.2 Corporate Status. Manager warrants that it is a Michigan corporation in good standing and is authorized to perform this Contract.

24.3 Equal Employment Opportunity; Discrimination. The Manager shall not discriminate unlawfully against any person in violation of any law or rule of the City, the County, the State of Michigan or the federal government, in employment, services or any other respect. The Manager shall comply in each and every way with the City and County of Muskegon's affirmative action plans or policies, and shall never discriminate against any person based on race or any other protected status under the laws of the State or the United States.

25. **Defaults.** The following events shall constitute defaults by the Manager and constitute cause for immediate termination of this Contract:

25.1 Violation of any of the provisions of this Contract by the Manager and failure to remedy or cure such violation within thirty (30) days after written notice of such violation from the City.

25.2 The commission of any act or omission that endangers the Federal or State tax-exempt status of the County of Muskegon Building Authority Bonds.

25.3 The making of an assignment for the benefit of creditors or the filing of a petition under any section or chapter of the Federal Bankruptcy Code or under any similar law or statute of the United States or any state thereof.

25.4 **Adjudication of the Manager as a bankrupt or insolvent** in proceedings filed against the Manager under any section or chapter of the Federal Bankruptcy Code or under any similar law or statute of the United States or any state thereof without further possibility of appeal or review

25.5 The appointment of a receiver for all or substantially all of the assets of Manager and the failure to have such receiver discharged within thirty (30) days after appointment.

25.6 The bringing of any legal action against Manager by any creditor resulting in litigation which, in the opinion of the City, creates a real and substantial risk of involvement of the Arena that will probably: (1) act to their financial detriment; or, (2) result in such creditor, or his assigns, succeeding in or to all or a part of the interest of the City.

26. **Non-Waiver.** Failure to enforce any remedy for a breach or a violation of this Contract shall not constitute waiver of subsequent breaches or violations.

27. **Remedies of the Manager.** In the event the City breaches this Contract in any way, or the Manager determines that a breach or failure to observe any covenant or condition by the City has occurred, the Manager's sole remedy shall be termination of this Contract. The Manager shall not be entitled to any damages for breach of contract, or to any injunctive relief to enforce this Contract. In the event there are sums legally due to the Manager at the time of such termination they shall be paid forthwith, but no consequential damage or damages for breach shall be awarded or available to the Manager.

28. **Liens.** The Manager shall be responsible for protecting the Arena from any and all liens, mortgages, security interests or claims for any interest in any property.

29. **Counterparts.** This Contract may be executed in counterparts, and each set of duly delivered identical counterparts that includes all signatories shall be deemed to be one original document.

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

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

32. **Notices.** All notices, approvals, consents and other communications required under this Contract shall be in writing and, except when receipt is required to start the running of a period of time, shall be deemed given: (i) when delivered in person; (ii) when sent by telephone facsimile or e-mail, (the sender shall also mail or send a "hard copy" following the facsimile or e-mail, however, the notice shall be effective upon the transmission of the facsimile or e-mail); (iii) one (1) day after depositing in the custody of a nationally-recognized receipted overnight delivery service with delivery fees prepaid; or, (iv) two (2) days after posting in the United States Mail, first-class. Notices shall be sent to the parties as follows:

Arena Management Group, L.L.C.
Attn: Tony Lisman
955 - 4th Street
Muskegon, MI 49440

City of Muskegon
Attn: City Manager
933 Terrace Street
P.O. Box 536
Muskegon, MI 49443-0536

33. **Binding and Benefit.** Although this Operations Management Contract is not assignable, in the event assignment occurs, and at the option of the City it shall be binding upon the parties, their successors and assigns.

WITNESSES:

Shawna T. Hill
Shawna T. Hill

JoAnn Krukowski
JoAnn Krukowski

Linda Potter

K. Hoff

ARENA MANAGEMENT GROUP, L.L.C.

By: Tony Lisman
Tony Lisman, President

Dated: 2-13, 2001

CITY OF MUSKEGON

By: Fred J. Nielsen
Fred J. Nielsen, Mayor

Dated: 1-25, 2001

By: Gail A. Kunderger
Gail A. Kunderger, Clerk

Dated: 1-25, 2001

Date: January 16, 2001
To: Honorable Mayor and City Commissioners
From: Ric Scott 
RE: Arena Maintenance Fee

SUMMARY OF REQUEST:

To increase the maintenance fee that is added to every ticket by \$.50 to \$1

FINANCIAL IMPACT:

Approximately \$70,000

BUDGET ACTION REQUIRED:

None

STAFF RECOMMENDATION:

Approve

COMMITTEE RECOMMENDATION:

Affirmative Action

231/724-6703
FAX/722-1214

Assessor

231/724-6708
FAX/726-5181

Cemetery

231/724-6783
FAX/726-5617

Civil Service

231/724-6716
FAX/724-4405

Clerk

231/724-6705
FAX/724-4178

**Comm. & Neigh.
Services**

231/724-6717
FAX/726-2501

Engineering

231/724-6707
FAX/727-6904

Finance

231/724-6713
FAX/724-6768

Fire Dept.

231/724-6792
FAX/724-6985

Income Tax

231/724-6770
FAX/724-6768

Info. Systems

231/724-6744
FAX/722-4301

Leisure Service

231/724-6704
FAX/724-1196

Manager's Office

231/724-6724
FAX/722-1214

Mayor's Office

231/724-6701
FAX/722-1214

**Neigh. & Const.
Services**

231/724-6715
FAX/726-2501

Planning/Zoning

231/724-6702
FAX/724-6790

Police Dept.

231/724-6750
FAX/722-5140

Public Works

231/724-4100
FAX/722-4188

Treasurer

231/724-6720
FAX/724-6768

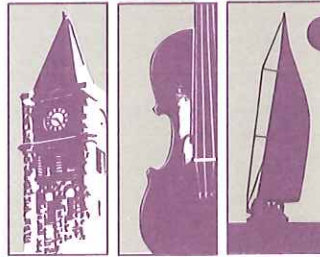
Water Billing Dept.

231/724-6718
FAX/724-6768

Water Filtration

231/724-4106
FAX/755-5290

MUSKEGON



West Michigan's Shoreline City

Date: January 16, 2001

To: Honorable Mayor and City Commissioners

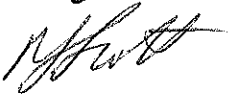
From: Ric Scott *RS*

Re: Arena Maintenance Fee

As a part of the proposal from Arena Management Group, they proposed that we increase the maintenance fee on every ticket to \$1 from the current \$.50. This would increase revenues to the arena by approximately \$70,000, depending on the actual attendance for the arena events.

I would ask that you approve the increase. The increase would not take effect until after this season for the Fury and would not effect any currently scheduled event.

Thank you for your consideration.

Date: January 16, 2001
To: Honorable Mayor and City Commissioners
From: Ric Scott 
RE: Community Center Proposals

SUMMARY OF REQUEST:

To award a contract to Ann Arbor Architects
Collaborative to conduct a feasibility Study for a
Community Center

FINANCIAL IMPACT:

Not to exceed \$27,500

BUDGET ACTION REQUIRED:

None

STAFF RECOMMENDATION:

Approve

COMMITTEE RECOMMENDATION:

The Community Center Committee unanimously recommended
Ann Arbor Architects Collaborative

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

Assessor
231/724-6708
FAX/726-5181

Cemetery
231/724-6783
FAX/726-5617

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

Clerk
231/724-6705
FAX/724-4178

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

Engineering
231/724-6707
FAX/727-6904

Finance
231/724-6713
FAX/724-6768

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

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

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

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

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

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

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

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

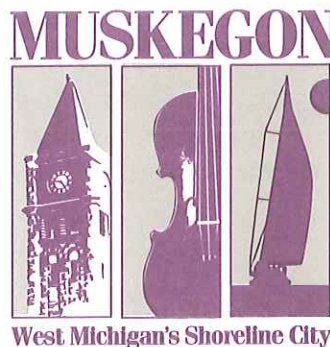
Police Dept.
231/724-6750
FAX/722-5140

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

Treasurer
231/724-6720
FAX/724-6768

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

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



Date: January 16, 2001

To: Honorable Mayor and City Commissioners

From: Ric Scott *[Signature]*

Re: Community Center Proposals

Six companies responded to the request for proposals for the Community Center Feasibility Study. The Community Center Committee selected three of the firms from which to request final priced proposals. The three final priced proposals were as follows:

Ann Arbor Architects Collaborative	\$27,500
Robert Hill & Asso.	\$25,190
BETA Design Group	\$18,860

On Wednesday, January 10th, the Community Center Committee met to discuss the priced proposals. It was the unanimous decision of the committee to recommend Ann Arbor Architects Collaborative. The committee feels that they will do a better job of gathering public opinion and have the more highly specialized staff. Staff concurs with the Committees recommendation.

Therefore, I am requesting that you authorize staff to contract with Ann Arbor Architects Collaborative to conduct the feasibility study for the Community Center.

Thank you for your consideration.



Standard Form of Agreement Between Owner and Architect for Special Services

AIA Document B727 - Electronic Format

THIS DOCUMENT HAS IMPORTANT LEGAL CONSEQUENCES; CONSULTATION WITH AN ATTORNEY IS ENCOURAGED WITH RESPECT TO ITS COMPLETION OR MODIFICATION. AUTHENTICATION OF THIS ELECTRONICALLY DRAFTED AIA DOCUMENT MAY BE MADE BY USING AIA DOCUMENT D401.

Recommended for use with current editions of standard AIA Agreement forms and documents.

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AGREEMENT

made as of the Thirtieth day of January in the year of ~~Nineteen Hundred and~~ Two Thousand and One .

BETWEEN the Owner:

(Name and address)

City of Muskegon

933 Terrace Street

P.O. Box 536

Muskegon, Michigan 49443-0536

and the Architect:

(Name and address)

Ann Arbor Architects Collaborative

210 East Huron Street

Ann Arbor, Michigan 48104

For the following Project:

(Include detailed description of Project, location, address and scope.)

Community Center Feasibility Study

The Owner and the Architect agree as set forth below.

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ARTICLE 1 ARCHITECT'S SERVICES

(Here list those services to be provided by the Architect under the Terms and Conditions of this Agreement. Note under each service listed the method and means of compensation to be used, if applicable, as provided in Article 8.)

Scope of Services

1. **Kick Off Meeting** - We will attend a kick-off meeting to agree on goals, dates and preferred process. We will also gather the available information on other programs, site data of possible locations for the community center(s) and previous related study information; such as the Muskegon Leisure Services Master Plan; the Muskegon Downtown Master Plan; and regional data from WMSRDC, will be jointly organized by A3C and Leisure Services and will be facilitated by Dan Jacobs. The information gathered at the meeting, will be shared with the entire Design Team.
2. **Inventory Existing Conditions** - The existing two Community Centers will be visited by A3C and a preliminary assessment of the condition of those facilities will be done. Reports will be developed indicating physical problems, as well as code issues and documenting the available resources each site provides. We will typically supply Leisure Services with five copies of all reports, unless otherwise noted.
3. **Preparation Period** - A3C and OLC will digest the gathered material data on existing conditions in preparation of the Needs Assessment meetings.
4. **Needs Assessment** - A3C and OLC will hold a Squatters Session in Muskegon in early March. Members of our combined staff, including Chuck Musgrave, Jim Cleveland and Dan Jacobs, will hold several meetings with the various potential user and neighborhood groups, as well as with the Community Center Committee. We want to know from those groups, what they believe would be the best and most supportable plan for Muskegon. This will occur on a Wednesday-Thursday multi-meeting schedule. Meetings will be held with combinations of neighbor groups, but we propose that meetings be held in different locations so that a good cross-section of the community can be developed. Those meetings might be held with the community Wednesday evening and Thursday evening, with the leadership from the neighborhoods at their Residents meeting and with the Community Center Committee so as many people as possible can participate. In addition, the team will make site visits to potential locations for the community center, plus visit other facilities that provide similar services.
5. **Survey Development** - A Direct Mail/Internet Survey will be developed by Jim Cleveland with input from A3C, from Leisure Services staff and from the information developed at the Squatters Session.
6. **Survey** - The Direct Mail/Internet Survey will be made available to the public through the Neighborhood Associations, a website, and by either pick-up from, or mailed-to public facilities, such as the Leisure Services Department, Public Schools, and existing Community Centers. Newspaper, City of Muskegon's website and Neighborhood Association newsletters, would also be used to make citizens aware of the survey. The survey master will be produced by A3C and delivered to Leisure Services for their reproduction and distribution to the appropriate locations.

Additional Services

1. **Data Gathering and Evaluation** - The survey period will be for three weeks to give people adequate time to hear of and complete the survey. Information will be returned to Leisure Services and then forwarded along to A3C. A3C and OLC will evaluate the information and prepare a draft of the findings of the survey and preliminary recommendations for a community center(s), to bring back to the Community Center Committee.
2. **Report** - The findings of the survey and preliminary recommendations for a community center(s), will be presented in draft form to the Community Center Committee and then revised and published for community input. The findings, which will include recommendations for general location, size and mix of programs, will then be presented to the City Commission, to get any additional input from the Commissioners and/or the community about the report. Before proceeding, the City Commission needs to endorse the finalized report so that the concept that will be developed is one that they can all support.
3. **Site Investigations** - A3C will work with Beckett Raeder, Inc. (BRI), to assess the potential of sites proposed for the community center, based on the criteria developed in the approved report. Up to three sites are included in our proposal in the Site Investigation phase. If additional sites are contemplated we have provided a cost per site fee in our fee proposal for additional sites. The sites will be analyzed and scored based on established criteria, such as: size of site, proximity to service area, land use/zoning, environmental factors, accessibility and traffic flow, availability of public services (bus, fire, police, etc.), shape of site, availability, acceptance requirements, land acquisition costs, availability of public utilities, development costs and political implications. The Community Center Committee and Commission may not want to identify a site(s), but potential sites, until such time as purchase options can be secured with property owners, if the City does not already own the site. This may result in not developing preliminary building and site concepts.

4. **Preliminary Concepts** - If the Community Center Committee and Commission decide to select a preferred site(s), then BRI will refine (from their Site Investigation analysis) and develop the preliminary Site Plan(s) while OLC develops the preliminary Building Concept. The preliminary concepts will be presented to the Community Center Committee for feedback and the refined for presentation to the Commission. If the Community Center Committee elects not to pick a site at this time, a conceptual building plan(s) showing the kind of spaces envisioned for the Community Center, could be developed for use in communicating to the public the kind of facility proposed.

5. **Cost Estimates: Construction of the Facility(s)** - A3C will develop the construction cost estimate. It will be a conceptual cost estimate using a cost per square foot approach for the different areas and types of construction: new, renovation, and refinish. The cost per square foot is established by past projects, recently bid projects of similar nature, and national averages adjusted for your area. At this stage in the project, we typically include a 20% contingency on to the cost estimate. The contingency includes equal amounts for Owner, design, bidding and construction.

6. **Cost Estimate: Annual Operations of the Facility(s)** - The operational cost estimate will be developed by Jim Cleveland, using his experience as the Director of an existing facility, and Chuck Musgrave from OLC using their collective experience in doing this for other similar projects across the nation. The model will include anticipated revenue based on data found during our Needs Assessment phase of the project and the size of facility(s) as defined by the Report. It will include the normal staffing, utility and facility operational expenses, in determining the projected cash flow from the Community Center(s).

Should the Community Center Committee elect to add the phone survey option to the Scope of Service, it should be done at the time of the survey.

TERMS AND CONDITIONS OF AGREEMENT BETWEEN OWNER AND ARCHITECT

ARTICLE 2 OWNER'S RESPONSIBILITIES

2.1 The Owner shall provide full information regarding requirements for the Project. The Owner shall furnish required information as expeditiously as necessary for the orderly progress of the Work, and the Architect shall be entitled to rely on the accuracy and completeness thereof.

2.2 The Owner shall designate a representative authorized to act on the Owner's behalf with respect to the Project. The Owner or such authorized representative shall render decisions in a timely manner pertaining to documents submitted by the Architect in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

ARTICLE 3 USE OF ARCHITECT'S DOCUMENTS

3.1 The documents prepared by the Architect for this Project are instruments of the Architect's service for use solely with respect to this Project and, unless otherwise provided, the Architect shall be deemed the author of these documents and shall retain all common law, statutory and other reserved rights, including the copyright. The Owner shall be permitted to retain copies, including reproducible copies, of the Architect's documents for the Owner's information, reference and use in connection with the Project. The Architect's documents shall not be used by the Owner or others on other

projects, for additions to this Project or for completion of this Project by others, unless the Architect is adjudged to be in default under this Agreement, except by agreement in writing and with appropriate compensation to the Architect.

ARTICLE 4 ARBITRATION

~~4.1 Claims, disputes or other matters in question between the parties to this Agreement arising out of or relating to this Agreement or breach thereof shall be subject to and decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association currently in effect unless the parties mutually agree otherwise.~~

~~4.2 A demand for arbitration shall be made within a reasonable time after the claim, dispute or other matter in question has arisen. - In no event shall the demand for arbitration be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statutes of limitations.~~

~~4.3 No arbitration arising out of or relating to this Agreement shall include, by consolidation, joinder or in any other manner, an additional person or entity not a party to this Agreement, except by written consent containing a specific reference to this Agreement signed by the Owner, Architect and any other person or entity sought to be joined. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent or with a person or entity not named or described therein. The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by the parties to this Agreement shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.~~

~~4.4 The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.~~

Insert A: Article 4 - Mediation

4.1 Claims and Disputes: Mediation

In the event of any claim or controversy between the parties arising from this Agreement or its breach, the parties shall each have the option of requiring that the matter be resolved by nonbinding mediation (facilitated settlement negotiation) and in such event each party shall be equally responsible for the expense of the neutral mediator. Exercise of the option shall be written notice to the other party. If the parties are unable to agree upon a mediator within 14 days of receipt of said notice by the other, then either party may file a request for mediation with the American Arbitration Association which shall appoint a mediator and otherwise administer the mediation in accordance with its mediation rules relating to the handling of Construction Industry Disputes. The parties agree that the mediation shall be the primary form of resolving disputes that cannot be negotiated, however, either party may file a lawsuit or other legal proceeding if it believes that it is necessary to do so to preserve or enforce its rights, claims, or defenses. If the parties agree, they may also resolve their dispute by arbitration. However, they are not required to do so. Nothing herein shall be construed to waive either party's rights or remedies under applicable law.

Insert B: 4.2 Other Contracts:

The Owner and the Architect further agree to the extent possible, to include a similar mediation provision in all of the agreements with independent contractors and consultants retained for the project and to require the general contractor to likewise include a similar mediation provision in all agreements with subcontractors, subconsultants, suppliers or fabricators so retained, thereby providing for mediation as the primary method for dispute resolution between the parties to those agreements.

Insert C: 4.3 Substitution of word "Mediation:"

The word "mediation" shall be substituted for the word "arbitration" wherever it appears in the body of the original B727 Agreement, except as otherwise specifically stated in any of the addendums.

**ARTICLE 5
TERMINATION OR SUSPENSION**

5.1 This Agreement may be terminated by either party upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

5.2 If the Owner fails to make payment when due the Architect for services and expenses, the Architect may, upon seven days' written notice to the Owner, suspend performance of services under this Agreement. Unless payment in full is received by the Architect within seven days of the date of the notice, the suspension shall take effect without further notice. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services.

5.3 In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due, and all Termination Expenses as defined in Paragraph 5.4.

~~**5.4** Termination Expenses shall be computed as a percentage of the compensation earned to the time of termination, as follows:-~~

- ~~.1 For services provided on the basis of a multiple of Direct Personnel Expense, 20 percent of the total Direct Personnel Expense incurred to the time of termination; and~~
- ~~.2 For services provided on the basis of a stipulated sum, 10 percent of the stipulated sum earned to the time of termination.~~

**ARTICLE 6
MISCELLANEOUS PROVISIONS**

6.1 Unless otherwise provided, this Agreement shall be governed by the law of the principal place of business of the Architect.

6.2 Causes of action between the parties to this Agreement pertaining to acts or failures to act shall be deemed to have accrued and the applicable statute of limitations shall

commence to run not later than the date payment is due the Architect pursuant to Paragraph 8.4.

6.3 The Owner and Architect, respectively, bind themselves, their partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement. Neither Owner nor Architect shall assign this Agreement without the written consent of the other.

6.4 This Agreement represents the entire and integrated agreement between the Owner and Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Architect.

6.5 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Architect.

6.6 Unless otherwise provided in this Agreement, the Architect and Architect's consultants shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials in any form at the Project site, including but not limited to asbestos, asbestos products, polychlorinated biphenyl (PCB) or other toxic substances.

ARTICLE 7

PAYMENTS TO THE ARCHITECT

7.1 DIRECT PERSONNEL EXPENSE

7.1.1 Direct Personnel Expense is defined as the direct salaries of the Architect's personnel engaged on the Project and the portion of the cost of their mandatory and customary contributions and benefits related thereto, such as employment taxes and other statutory employee benefits, insurance, sick leave, holidays, vacations, pensions, and similar contributions and benefits.

7.2 REIMBURSABLE EXPENSES

7.2.1 Reimbursable Expenses are in addition to the Architect's compensation and include expenses incurred by the Architect and Architect's employees and consultants in the

interest of the Project for:

- .1** expense of transportation and living expenses in connection with out-of-town travel authorized by the Owner;
- .2** ~~long-distance communications;~~
- .3** fees paid for securing approval of authorities having jurisdiction over the Project;
- .4** reproductions;
- .5** postage and handling of documents;
- .6** expense of overtime work requiring higher than regular rates, if authorized by the Owner;
- .7** renderings and models requested by the Owner;
- .8** expense of additional coverage or limits, including professional liability insurance, requested by the Owner in excess of that normally carried by the Architect and the Architect's consultants; and
- .9** ~~Expense of computer-aided design and drafting equipment time when used in connection with the Project.~~

7.3 PAYMENTS ON ACCOUNT OF THE ARCHITECT'S SERVICES

7.3.1 Payments on account of the Architect's services and for Reimbursable Expenses shall be made monthly upon presentation of the Architect's statement of services rendered or as otherwise provided in this Agreement.

7.3.2 An initial payment as set forth in Paragraph 8.1 is the minimum payment under this Agreement.

7.4 ARCHITECT'S ACCOUNTING RECORDS

7.4.1 Records of Reimbursable Expenses and expenses pertaining to services performed on the basis of a multiple of Direct Personnel Expense shall be available to the Owner or the Owner's authorized representative at mutually convenient times.

ARTICLE 8

BASIS OF COMPENSATION

The Owner shall compensate the Architect as follows:

8.1 AN INITIAL PAYMENT OF Five Hundred Dollars (\$ 500.00) shall be made upon execution of this Agreement and credited

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to the Owner's account at final payment.

8.2 COMPENSATION FOR THE ARCHITECT'S SERVICES, as described in Article 1, Architect's Services, shall be computed as follows:

(Insert basis of compensation, including stipulated sums multiples or percentages, and identify the services to which particular methods of compensation apply, if necessary.)

1. Kick-Off Meeting	\$ 500.00
2. Existing Conditions	\$ 500.00
3. Preparation Period	\$ 1,000.00
4. Needs Assessment	\$ 3,000.00
5. Survey Development	\$ 2,000.00
6. Survey	\$ 1,500.00
7. Data Gathering and Evaluation	\$ 2,000.00
8. Report	\$ 1,000.00
9. Site Investigations	\$ 2,000.00
Base Fee includes up to 3 sites. Additional sites \$750/site.	
10. Preliminary Concepts: Site	\$ 2,500.00
Base Fee includes up to 3 sites. Additional sites \$1,000/site.	
11. Preliminary Concepts: Building	\$ 4,000.00
Base Fee includes up to 3 concepts. Additional concepts \$1,500/concept.	
Cost Estimate	
12. Construction of Facility	\$ 1,000.00
Additional facilities \$500/facility.	
13. Annual Operations of the Facility	\$ 1,000.00
Additional facilities \$500/facility	
Services - Sub-Total	\$22,000.00

Reimbursable Expenses

1. Travel Expenses (3 trips from Colorado, plus local)	\$ 4,000.00
2. Copying Costs (for quantities indicated)	\$ 1,000.00
3. Other (photography, mounting, etc.)	\$ 500.00
Reimbursable Expenses Sub-Total	\$ 5,500.00

Total Not-To-Exceed Fee \$27,500.00

Additional Services

Additional Survey Techniques

1. Phone Survey	\$ 3,000.00
2. Focus Groups	\$ 2,000.00
3. Key Communicators	\$ 1,000.00

(Our proposed Needs Assessment phase include components of the following survey techniques: Focus Groups, Citizen Advisory Groups, and Participant Forums as described in our original proposal).

8.3 FOR REIMBURSABLE EXPENSES, as described in Article 7, and any other items included in Article 9 as Reimbursable Expenses, a multiple of one and one-tenth (1.1) times the expenses incurred by the Architect, the Architect's employees and consultants in the interest of the Project.

8.4 Payments are due and payable thirty (30) days from the date of the Architect's invoice. Amounts unpaid thirty (30) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof, at the legal rate prevailing from time to time at the principal place of business of the Architect.

(Insert rate of interest agreed upon.)

1.25% per month

(Usury laws and requirements under the Federal Truth in Lending Act, similar state and local consumer credit laws and other regulations at the Owner's and Architect's principal places of business, the location of the Project and elsewhere may affect the validity of this provision. Specific legal advice should be obtained with respect to deletions or modifications, and also regarding other requirements such as written disclosures or waivers.)

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8.5 IF THE SCOPE of the Project or of the Architect's services is changed materially, the amounts of compensation shall be equitably adjusted. Minor adjustments in services, approved in writing, will be provided using a time and material basis. The following is an hourly breakdown by staff position.

Insert D: Billing Schedule:

Principal	\$	125.00/hr
Senior Project Manager		95.00/hr
Project Manager		80.00/hr
Quality Construction Specialist		95.00/hr
Senior Project Architect		75.00/hr
Project Architect		65.00/hr
Sr. Interior Designer		75.00/hr
Interior Designer II		65.00/hr
Interior Designer I		50.00/hr
Interior Design Intern		45.00/hr
Sr. Intern Architect		55.00/hr
Intern Architect II		50.00/hr
Intern Architect I		45.00/hr
Technical Staff II		40.00/hr
Technical Staff I		35.00/hr
Support Staff		40.00/hr
Direct Job Expenses	Direct Cost x 1.1	

ARTICLE 9 OTHER CONDITIONS

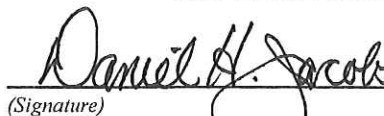
This Agreement entered into as of the day and year first written above.

OWNER City of Muskegon

ARCHITECT Ann Arbor Architects Collaborative


(Signature)

Fred Nielsen, Mayor
(Printed name and title)


(Signature)

Daniel H. Jacobs, AIA, President
(Printed name and title)

Date: 1/15/2001
To: Honorable Mayor and City Commission
From: Randy Smith, Equipment Supervisor DPW
RE: 2001 Police Cruiser Purchase

SUMMARY OF REQUEST: Purchase of 6 Ford Crown Victoria Patrol Cars from Shaheen Ford, State purchasing contract, at \$20,942.00 each for a total of \$125,652.00.

FINANCIAL IMPACT: \$125,652.00 (Equipment Fund)

BUDGET ACTION REQUIRED: None, \$129,000.00 is budgeted for this purchase.

STAFF RECOMMENDATION: Purchase of 6 Crown Vics from Shaheen Ford for a total of \$125,652.00, to replace existing units.

1999 price per unit--\$20,173.00

2000 State Purchasing Contract/ per unit--\$20,515.00

2001 \$20,942.00

Patrol Cars

State Bid				
Shaheen Ford		\$20,942.00	X 6 Units	\$125,652.00
Oakland County				
Shaheen Ford		\$21,081.00		\$126,486.00
Macomb County				
Signature Ford		\$21,196.30		\$127,177.80
6 Patrol				

Date: 1/15/2001
To: Honorable Mayor and City Commission
From: Randy Smith, Equipment Supervisor DPW
RE: Plow Truck Chassis

SUMMARY OF REQUEST: Approval of Bid by Woodland International Trucks, Inc. for one new plow truck chassis, for \$45,982.25, price held over for last three years.

FINANCIAL IMPACT: Bid of \$45,982.25

BUDGET ACTION REQUIRED: None, \$70,000 is budgeted for this purchase, (including dump bodies and scrapers).

STAFF RECOMMENDATION: Recommend approval of purchase of one plow truck chassis from Woodland International Trucks Muskegon, Inc. for \$45,982.25.

Memorandum

To: Robert Kuhn
From: Randy Smith
Date: 01/14/01
Re: Plow Trucks

Bob, after talking with Woodland IHC about the purchase of our one budgeted plow truck chassis, they have agreed to hold the same price that we have paid for the last three years, since 1998. I called around to the other dealers that normally bid against them and found that this is still a good price. There for I recommend that we request commission approval to purchase this unit from them at the 1998 price.

We will be requesting four minor changes to the spec. to improve the quality and comfort of the units. We will switch to a standard hood to avoid some cracking we were experiencing with the butterfly hoods. We will also switch to a push button shifter, and a tilt steering column to make the cab more user friendly.



WOODLAND

International Trucks-Muskegon

274 W. Sherman Blvd. • Muskegon Heights, MI 49444
(616) 733-2157 • (800) 589-2157 • FAX (616) 739-4277



November 6, 2000

Mr. Randy Smith
City Of Muskegon
1350 E. Keating
Muskegon, MI 49442

Dear Randy,

We at Woodland International Trucks-Muskegon, Inc. and International Truck And Engine Corporation are pleased to state that we can retain the same (\$ 45,982.25) and specification (relative to model year 2000 International 2554 4X2 cab and chassis V.I.N. 1HTGBAAR7YH338376 and 1HTGBAAR9YH338377) for one new factory ordered model year 2001 International 2554 4X2 cab and chassis.

Again, we thank you for your business and will appreciate your business.

Sincerely,



Steve Bush
General Manager

Commission Meeting Date: January 23, 2001

Date: January 16, 2001

To: Honorable Mayor & City Commission

**From: Community and Neighborhood Services
Department**

RE:

SUMMARY OF REQUEST: That the City Commission approve the City of Muskegon's \$9,000.00 share to have a regional Fair Housing Impediment study conducted by the Grand Rapids Fair Housing Center. The other community partners involved are the City of Norton Shores, City of Muskegon Heights, County of Muskegon, and the West Michigan Lakeshore Association of Realtors. The City of Muskegon is currently four (4) years behind in conducting this required every two- (2) year study for the U.S. Department of Housing and Urban Department

FINANCIAL IMPACT: Funding will be allocated from either the 2000 or 2001 CNS (CDBG) administration budget

BUDGET ACTION REQUIRED: None

STAFF RECOMMENDATION: To approve the City's \$9,000 contribution to the study and to direct the City Manager to approve and sign the attached contract for the study.

COMMITTEE RECOMMENDATION:

MUSKEGON COUNTY HOUSING CONSORTIUM FAIR HOUSING – ANALYSIS OF IMPEDIMENTS STUDY

DESCRIPTION: The Muskegon County Housing Consortium (MCHC) has consolidated its fair housing resources and solicited proposals for the purpose of contracting for a consultant to provide an Analysis of Impediments for fair housing study and prepare an action plan.

Competitive sealed proposals were received by June 20, 2000.

SECTION 1.0 GENERAL INFORMATION FOR THE RESPONDING FIRM

1.1 ISSUING OFFICE

This RFP is issued for the MCHC through the Cities of Muskegon, Muskegon Heights, and Norton Shores, and through the County of Muskegon- Community Development, which shall be referred to as the "Community Development Office."

1.2 PURPOSE

This RFP provides prospective respondents with essential information to enable them to prepare and submit informal proposals for consideration by the MCHC, to provide a herein impediments to fair housing study for the entire County of Muskegon and prepare an action plan as specified in the attached document.

1.3 PROPOSALS

All proposals received by the MCHC in response to this RFP will be retained. To be considered, the contractors:

- A. Must submit a complete response to this RFP.
- B. Must submit one (1) copies of each proposal directed to the Community Development Office
- C. Proposals must be signed by an individual authorized to bind the contractor to its provisions.
- D. Proposals must remain valid for at least ninety (90) days.

1.4 REJECTION OF PROPOSALS

The Issuing Office reserves the right to reject any and all proposals received as a result of this RFP.

1.5 PRE-PROPOSAL ASSISTANCE

Questions relative to the development of a proposal are to be directed to the Community Development Office . Technical assistance questions should be directed to Andrea Cordle, Housing/Neighborhood Services Division, (231) 798-4391.

1.6 AWARD OF CONTRACT

Notwithstanding any other provision of the Request for Proposal, the MCHC reserves the right to:

- (1) waive any immaterial defect or informality; or
- (2) reject any or all bids, or portions thereof; or
- (3) reissue the Request for Proposal.

A response to any Request for Proposal is an offer to contract with the MCHC based upon the terms, conditions, and specifications contained in the MCHC Request for Proposal. Proposals do not become contracts unless and until they are executed by the MCHC. A contract has its inception in the award, eliminating a formal signing of a separate contract. For that reason, all of the terms and conditions of the contract are contained in the Request for Proposal, unless any of the terms and conditions are modified by a Request for Proposal amendment, a contract amendment, a Best and Final Offer, or by mutually agreed terms and conditions in the contract documents.

1.7 SPECIAL INFORMATION

- A. Addenda to the RFP: In the event it becomes necessary to revise any part of the RFP, addenda will be provided to all contractors who received the basic RFP.
- B. Response Date: Proposals must arrive at the City of Norton Shores on or before the date and time indicated. Contractors mailing proposals should allow normal mail delivery time to ensure timely receipt of the proposal.
- C. Incurring Costs: The MCHC is not liable for any costs incurred by contractors prior to issuance of a contract.
- D. News Releases: News releases pertaining to this RFP or the services, study or project to which it relates will not be made without prior approval, and then only in coordination with the Issuing Office.
- E. Acceptance of Proposal Content: The contents of the proposal of the successful firm may become contractual obligation if a contract ensues. Failure of the successful bidder to accept these obligations could result in cancellation of the selection.
- F. Contract Compliance Program: The selected firm shall comply with relevant requirements of the MCHC Contract Compliance/Affirmative Action Program. In addition, the firm selected must comply with all state and federal civil rights and equal employment opportunity laws.
- G. Information: Before submitting a proposal, firms shall carefully examine the scope of work and shall fully inform themselves as to all existing conditions and limitations and shall indicate in the proposal all items requested.
- H. Proposal Forms: The proposal forms furnished should be used in submitting proposals, but firms are not required to maintain the rigidity of the format in cases where greater flexibility is desired. Firms are requested to comply with the scope of work but, to the extent that there is a departure, this should be clearly indicated. The provisions in the scope of work and proposal forms will govern unless any deviations are explained in detail.

1.8 INDEPENDENT PRICE DETERMINATION

- 1. By submission of a proposal, the chief executive officer certifies that in connection with this proposal:
 - a. The fees in the proposal have been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such fees with any other officer or with any competitor; and,
 - b. Unless otherwise required by law, the fees which have been quoted in the proposal have not been knowingly disclosed by the officer directly or indirectly to any other officer or to any competitor; and,
 - c. No attempt has been made or will be made by the officer to induce any other person or firm to submit or not to submit a proposal for the purpose of restricting competition.
- 2. Each person signing the proposal certifies :
 - a. That is the person in the officer's organization legally responsible within that organization for the decision as to the prices being offered in the proposal and that person has not participated, and will not participate, in any action contrary to a., b., and c. above; or,
 - b. That is not the person in the officer's organization responsible for the decision as to the prices being offered in the proposal but that person has been authorized in writing to act as agent for the persons legally responsible for such decision by certifying that such persons have not participated, and will not participate, in any action contrary to a., b., and c. above.
 - c. A proposal will not be considered for award if the proposal has been altered so as to delete or modify a., b., or c. above. If b. has been modified or deleted, the proposal will not be considered for award unless the officer furnishes with the proposal a signed statement which sets forth in detail the circumstances of the disclosure and the Issuing Office determines that such disclosure was not made for the purpose of restricting competition.

SECTION 2.0 SCOPE OF WORK

The MCHC requested proposals from qualified firms or individuals to conduct an analysis of impediments to fair housing choice and an action plan on a contractual basis and in full compliance with the U.S. Department of Housing & Urban Development (HUD) regulations 24 CFR 570.904 (c).

2.1 Background

The Federal Fair Housing Law, title VIII, passed in 1968 and amended in 1988 requires the Secretary of HUD to administer the programs and activities relating to housing and urban development in ways that affirmatively further fair housing. Furthermore, the Housing and Community Development Act of 1974 requires CDBG recipients to certify that they will take steps to affirmatively further fair housing in their communities.

The operative word here is affirmative. Recipients are expected not merely to assure non-discrimination within their jurisdiction and in the operations of their programs, but to take steps that will actively advance open and fair housing.

The preamble to the new CDBG regulations, promulgated in 1988, states that a grantee will be considered to be in compliance with its certification to further fair housing if it 1) conducts an analysis of fair housing impediments... and 2) takes action designed to address the conditions identified as limiting fair housing choice.

2.2 Definitions

- A. Fair Housing Choice: The ability of persons regardless of race, color, religion, sex, handicap, familial status or national origin of similar income levels to have available to them the same housing choices.
- B. Impediments to Fair Housing Choice: Any actions, omissions or decisions taken because of race, color, religion, sex, handicap, familial status or national origin which restrict housing choices or the availability of housing choices.
- C. Muskegon County Housing Consortium: For the purpose of funding this study the consortium members who will authorize this agreement will be the Chief Executive Officer for the City of Muskegon, Muskegon Heights, Norton Shores and the County of Muskegon.

2.3 General Activity Term (Maximum Guideline Only)

- A. Proposers shall include in the proposal a definitive time frame for planning, implementation and administration of the activity which, in no event, shall exceed twelve (12) months, and include complete descriptions of major activities and sub activities, as applicable.
- B. As an option, the City reserves the right to renegotiate, seek requests for proposal, change the scope or terminate the activity at the end of the contractual term.

2.4 Scope

The analysis process should include those groups within the community which represent special interests (such as handicapped or disabled commissions, civil rights commissions, low-moderate income representative groups). It should also include those active in the housing arena such as fair housing organizations, tenant rights organizations and housing advocacy groups to assure that the needs of all citizens are addressed in the analysis and that the barriers to each are addressed in the actions to be taken. This is especially important since the new fair housing amendments include two new protected classes: families with children and the handicapped.

2.5 Analysis

The analysis should include the following information and identify attitudes, institutional practices and/or public policies which might represent limitations to fair housing:

- A. Background- Provide an account of violations of anti-discrimination laws by public or private entities within the applicant's jurisdiction, and information characterizing the degree of segregation or integration within the applicant's jurisdiction. This can be done by using local census tract data on racial composition and data from the Public Housing Authority of any public or privately owned low-moderate income housing by census tract, and comparing these figures with the community norm.
- B. Population Profile - Provide population characteristics by income, race, sex, age, religion, national origin, handicap and families with children. This information is generally available through the 1990 census data and some community data surveys and will provide the community with an idea of the housing needs by *different groups*

- C. Employment and Transportation Features - List major employers by type and the number of people employed within the jurisdiction, broken out by salary bands and racial groups. Note any growth trends. List the major forms of transportation, noting access to adjacent job centers.
- D. Housing Profile - List the number of housing units, the percentages of single family homes and multi-family units, rental and purchase cost ranges and condition of housing stock.
- E. Public Policies - Present information on development-related zoning and building codes and fair housing ordinances/laws and practices that impact the achievement of fair housing.
- F. Institutional Practices - Survey real estate board(s) and offices, lenders, appraisers and civil right groups for an assessment of fair housing, lending and appraising practices. Generally, the type of information sought will be application procedures, forms, approval procedures for loans and insurance, types of real estate multiple listing services (if any), types of advertising used by the real estate and lending industry and the factors used in appraisal of homes.
- G. Community Institutions - Provide an assessment, through survey and other means, of the policies, practices and activities of non-profit, civic and community groups which may positively or negatively impact fair housing. Include linkages and/or cooperative efforts among such groups. By using community groups in the process of the analysis a community survey may gain legitimacy and provide new opportunities for linkages between groups.
- H. Based on the analysis of demographic, policy and institutional practices, information on the possible impediments to fair housing should be identified in depth.

2.6 Affirmatively Furthering Fair Housing - Areas of Analysis

- A. Sale or rental of dwellings.
- B. Provision of housing brokerage services.
- C. Provision of financing assistance.
- D. Site selection policies and other local housing construction requirements.
- E. Administrative policies concerning Community Development and housing activities which affect deconcentration of minority persons.
- F. Analysis of actions which the recipient can take to remedy problems outlined in a court suit or finding of noncompliance by HUD.

2.7 Recommended Contents of Analysis of Impediments

There is no prescribed format for the Analysis of Impediments, however, it must be a written document that provides a comprehensive assessment to community's fair housing posture. To do so, the Analysis of Impediments must contain the following minimal elements:

- A. Identification of fair housing concerns/problems
- B. Demographic data and income characteristics
- C. Employment and transportation profile
- D. Housing profile
- E. Maps
- F. Identification of impediments to fair housing choice
- G. Identification and description of existing programs, services and activities that assist in the provision of fair housing
- H. Identification of data sources

SECTION 3.0 SUBMITTAL REQUIREMENTS

3.1 EVALUATION CRITERIA:

All proposals received will be evaluated by the MCHC for the purposes of selecting a firm. The following factors, listed in relative order of importance, will be considered in making the selection:

- A. WORK PLAN
- B. PERSONNEL QUALIFICATIONS
- C. FIRM QUALIFICATIONS
- D. PRICE

3.2 SUBMITTAL REQUIREMENTS SPECIFIC TO EVALUATION CRITERIA: The narrative portion and the materials presented in response to this RFP shall be submitted in the same order as requested and must contain, at a minimum, the following:

A. WORK PLAN

1. State in detail your understanding of the requirements presented by this RFP. Describe in narrative form an outline for the proposed project along with an estimate of the number of hours to be spent in preparation for and for the actual carrying out of the project.
2. Submit a timeline for the entire project.
3. Identify milestones/deliverables to which we can assign progress payments.
4. Describe your ability to carry out the proposed activity in a timely manner.
5. Describe how you intend to incorporate sensitivity to the needs of the community for which the activity is designed.

B. PERSONNEL QUALIFICATIONS

1. Describe professional personnel by skill and qualification who will be employed. Indicate which of these individuals you consider key to the successful completion of this assignment.
2. Submit a resume for each person above.

C. FIRM QUALIFICATIONS

1. Describe your firm's experience and capability with fair housing activities.
2. Provide at least three references for projects of similar scope and size. Include a contact name and phone number.

D. PRICE

1. Submit the Price Sheet attached herein.
2. Attach a detailed breakdown of the components of the pricing submitted on the Price Sheet.

3.3 GENERAL

- A. The MCHC anticipates shortlisting the proposers based upon responses to the above items. If necessary, the MCHC shall conduct interviews. However, the MCHC may determine that shortlisting and/or interviews are not necessary.
- B. The MCHC reserves the right to make such additional investigations as it deems necessary to establish the competency and financial stability of any firm submitting a proposal.
- C. Experiences with the MCHC and entities which evaluation committee members represent shall be taken into consideration when evaluating qualifications and experience.
- D. **Exceptions To Contract Terms And Specifications**
Offeror shall clearly identify any proposed deviations from the Contract Terms or Specifications in the Request for Proposal. Each exception must be clearly defined and referenced to the proper paragraph in this RFP. The exception shall include, at a minimum, the Offeror's proposed substitute language and opinion as to why the suggested substitution will provide equivalent or better service and performance. If no exceptions are noted in the Offeror's proposal, the MCHC will assume complete conformance with this specification and the successful Offeror will be required to perform accordingly. Alternate written proposals submitted may be considered; however, final determination as to suitability and compliance with the scope of service will be determined by the MCHC. Proposals submitted not meeting all requirements may be rejected. Oral proposals will not be considered.

SECTION 4.0 TERMS AND CONDITIONS

- 4.1 CONTRACT TERM:** The term of this contract shall be from the date of contract award until the acceptance of the completed project.
- 4.2 CONTRACT PAYMENT SCHEDULE:** The contractor will be paid at the completion and acceptance of each milestone as proposed. No payment will not be made until required services have been completed to the satisfaction of the City and required reports have been submitted.
- 4.3 KEY PERSONNEL:** It is essential that the contractor provide adequate experienced personnel, capable of and devoted to the successful accomplishment of work to be performed under this contract. The Contractor must agree to assign specific individuals to the key positions.
- A. The Contractor agrees that, once assigned to work under this contract, key personnel shall not be removed or replaced without written notice to the MCHC.
 - B. If key personnel are not available for work under this contract for a continuous period exceeding thirty calendar days, or are expected to devote substantially less effort to the work than initially anticipated, the Contractor shall immediately notify the MCHC, and shall, subject to the concurrence of the MCHC, replace such personnel with personnel of substantially equal ability and qualifications.
- 4.4 SUBCONTRACTORS:** No subcontract shall be made by the contractor with any other party for furnishing any of the services herein contracted for without the advance written approval of the MCHC. All subcontractors shall comply with Federal and State laws and regulations which are applicable to the services covered by the subcontractor and shall include all the terms and conditions set forth herein which shall apply with equal force to the subcontract, as if the subcontractor were the Contractor referred to herein. Contractor is responsible for contract performance whether or not subcontractors are used.
- 4.5 AWARD:** This project will be awarded to a single contractor who submits the proposal deemed to be in the best interest of the MCHC.
- 4.6 CANCELLATION:** The MCHC reserves the right to cancel the whole or any part of this contract due to failure by the contractor to carry out any material obligation, term or condition of the contract. The MCHC shall issue written notice to the contractor for acting or failing to act as in any of the following:
- 1. The contractor fails to adequately perform the services set forth in the specifications of the contract:
 - 2. Contractor fails to make progress in the performance of the contract and/or gives the MCHC reason to believe that he contractor will not or cannot perform to the requirements of the contract.

Upon receipt of the written notice of concern, the contractor shall have ten (10) days to provide a satisfactory response to the MCHC. Failure on the part of the contractor to adequately address all issues of concern may result in the MCHC resorting to any single or combination of the following remedies.

- 1. Cancel any contract:
- 2. Reserve all rights or claims to damage for breach of any covenant of the Contract:
- 3. In case of default, the MCHC reserves the right to complete the required work. The City may recover reasonable excess cost from the contractor by any remedies as provided by law.

4.7 INSURANCE:

- a. The Contractor shall at the time of execution of this contract, file with the MCHC the Certificate of Insurance, which shall cover all of his insurance as required herein, including evidence of payment of premiums thereon, and the policy or policies or insurance covering said MCHC and their officers, agents and employees. Each such policy and certificate shall be satisfactory to the MCHC at least thirty (30) days prior notice thereof in writing. Nothing contained in these insurance requirements is to be construed as limiting the extent of the Contractor's responsibility for payment of damages resulting from his operations under this Contract.
- b. The contractor shall maintain insurances in force at all times during the term of this agreement at the minimum amounts and types as indicated.

<u>Coverage Afforded</u>		<u>Limits of Liability</u>
Workers' Compensation:		\$100,000 or statutory limit
Comprehensive General Liability: (including XCU if appropriate)	Bodily Injury	300,000 each occurrence
		500,000 aggregate
	Property Damage or Combined Single Limit	300,000 500,000
Professional Liability:		100,000
Automobile Liability:	Bodily Injury	200,000 each person
	Property Damage	100,000
	or Combined Single	300,000

The members of MCHC shall be listed as an additional insured on all liability coverages, and shall be provided with a Certificate of Insurance which reflects this additional insured status. A 30 day notice of cancellation or material change shall be provided to the MCHC and so noted on the Certificate of Insurance. All certificates and notices shall be sent to Risk Manager of the MCHC operation.

- 4.8 INDEMNIFICATION:** The contractor shall indemnify, defend, and save the MCHC harmless from and against any and all claims, demands, suits, actions, or proceedings of any kind or nature, in any way resulting from acts or omissions of the contractor or any of its agents, employees, boards, commissions, divisions, departments, or authorities in performing obligations under this agreement. Each party to this agreement agrees that any bond or insurance protection required by this agreement or otherwise provided shall in no way limit the terms of this indemnification provision. In case of any action or proceeding brought against the MCHC by reason of any such claim, suit, action or demand, upon prompt notice from the MCHC, contractor covenants to defend such action or proceeding by counsel that is reasonably satisfactory to the MCHC.

- 4.9 CONTRACT TYPE:** This contract is a HUD funded one-time contract for a not-to-exceed value. As a small purchase by Federal Standards, this is being awarded through an informal process. However, the resulting contract is subject to the Code of Federal Regulations, Section 24, Part 85.

SECTION 5.0 PRICE SHEET

I, the undersigned, having thoroughly familiarized myself with all the requirements, including instruction for proposal submission, incorporated herein by reference, hereby propose to provide auditing and related professional services to the MCHC utilizing the pricing as follows:

	Estimated Hours	Hourly Rate	Extension
BACKGROUND	36	\$67.50	
POPULATION PROFILE	34	\$67.50	
EMPLOYMENT & TRANSPORTATION FEATURE	28	\$67.50	
HOUSING PROFILE	46	\$67.50	
PUBLIC POLICIES	52	\$67.50	
INSTITUTIONAL PRACTICES	62	\$67.50	
COMMUNITY INSTITUTIONS	62	\$67.50	
DEMOGRAPHIC, POLICY & INSTITUTIONAL PRACTICES	50	\$67.50	
TOTAL PROJECT PRICE	370	\$24,975	

NOTE: The above hourly rates shall include all costs associated with each phase above; such as all labor, fringes, overhead/profit, copying travel, lodging, telephone calls, meals and all other expenses.

Work on this project shall commence 30 calendar days after receipt of Notice to Proceed and shall be completed 360 calendar days thereafter.

**SECTION 6.0
OFFER AND ACCEPTANCE FORM**

TO THE Muskegon County Housing Consortium:

The Undersigned hereby offers and agrees to furnish the material or service in compliance with all terms, scope of work, conditions, specifications, and amendments in the Request for Proposal.

The undersigned hereby states that all information provided is true, accurate, and complete and states that he/she has authority to submit this proposal, which will result in a binding contract if accepted by the City of Battle Creek.

For clarification of this offer, contact:

Fair Housing Center of Greater Grand Rapids

Contractor

Nancy L. Haynes

1514 Wealthy SE Suite 226

Address

Phone: 616-451-2980

Grand Rapids MI 49506

City State Zip

Fax: 616-451-2657

Nancy L. Haynes

Signature of Authorizing Agent

Nancy L. Haynes

Printed Name of Authorizing Agent

Executive Director

Title

ACCEPTANCE OF OFFER

The Offer is hereby accepted.

The Contractor is now bound to sell the materials or services listed by the attached contract and based upon the Request for Proposal, including all terms, conditions, specification, scope of work, amendments, the Contractor's Offer and any best and final offers, as accepted by the MCHC.

This contract shall henceforth be referred to as Contract No. MC-FHA1-2000. The Contractor has been cautioned not to commence any billable work or to provide any material or service under this contract until Contractor receives purchase order, or is otherwise directed to do so in writing by the undersigned.

MCHC, representing municipal corporations and County of Muskegon

Approved as to form this 26th day of
January, 2000.

Bryan I. Mazade
Bryan Mazade
as City Manager of the City of Muskegon

Approved as to form this _____ day of
_____, 2000.

Melvin Burns II
as City Manager of the City of Muskegon Heights

Approved as to form this _____ day of
_____, 2000

Lyle W. Smith
as City Administrator of the City of Norton Shores

Approved as to form this _____ day of
_____, 2000.

Frank Bednarek
as Muskegon County Administrator

ACCEPTANCE OF OFFER

The Offer is hereby accepted.

The Contractor is now bound to sell the materials or services listed by the attached contract and based upon the Request for Proposal, including all terms, conditions, specification, scope of work, amendments, the Contractor's Offer and any best and final offers, as accepted by the City.

This contract shall henceforth be referred to as Contract No. MC-FHAI-2000. The Contractor has been cautioned not to commence any billable work or to provide any material or service under this contract until Contractor receives purchase order, or is otherwise directed to do so in writing by the undersigned.

MCHC, representing municipal corporations and County of Muskegon

Approved as to form this _____ day of _____, 2000.

Bryon Mazade
as City Manager of the City of Muskegon

Approved as to form this _____ day of _____, 2000.

Melvin Burns II
as City Manager of the City of Muskegon Heights

Approved as to form this 29th day of DECEMBER, 2000

Lyle W. Smith
as City Administrator of the City of Norton Shores

Approved as to form this _____ day of _____, 2000.

Frank Bednarek
as Muskegon County Administrator

**ATTACHMENT A
DEMOGRAPHICS**

PENDING *** TIME FRAMES OF STUDY WILL INCORPORATE 2000 CENSUS FOR THE COUNTY TO IDENTIFY CHARACTERISTICS OF INCOME, RACE, SEX, AGE, RELIGION, NATIONAL ORIGIN, DISABILITY AND HOUSEHOLDS WITH CHILDREN.

ATTACHMENT D
MEMBERSHIP LIST OF MUSKEGON COUNTY HOUSING CONSORTIUM

WILMER GRIFFIN
CITY OF MUSKEGON - C.N.S. DIV
933 TERRACE
MUSKEGON MI 49440
724-6983
FAX 726-2501
EMAIL> WILMER.GRIFFIN@POSTMAN.ORG

JANE CLINGMAN - SCOTT, EXECUTIVE DIRECTOR
NEIGHBORHOOD INVESTMENT CORP
PO BOX 1693
MUSKEGON MI 49443-1693
727-0809
FAX 727-8611
EMAIL> J.CLINGMAN-SCOTT@ATT.NET

KIRBY SMITH - DIRECTOR
MUSKEGON HOUSING COMMISSION
1823 COMMERCE
MUSKEGON MI 49442
722-2647
FAX 722-9503
EMAIL> MHC1823@AOL.COM

ANDREA CORDLE - COMMUNITY DEVELOPMENT PROGRAM SUPERVISOR
CITY OF NORTON SHORES
4814 HENRY STREET
NORTON SHORES MI 49441
798-4397 EXT 237
FAX 798-7302
EMAIL> COMMDEV@EMAIL.MSN.COM

NAN EMMER - PROGRAM MANAGER
WMSRDC-HOUSING & COMMUNITY DEVELOPMENT
PO BOX 387
MUSKEGON MI 49443-0387
722-7878 EXT 105
FAX 722-9362
EMAIL> NEMMER@WMSRDC.ORG

SCOTT BANNIGA - DIRECTOR
MUSKEGON HEIGHTS HOUSING COMMISSION
615 E HOVEY AVE
MUSKEGON HEIGHTS MI 49444
733-2033
FAX 737-3208
EMAIL> SCOTTBANNIGA@AOL.COM

RETHA ANDERSON - DIRECTOR COMMUNITY DEVELOPMENT
ALVIN KILGORE - HOUSING SPECIALIST, STEVE HANIS - PLANNER
CITY OF MUSKEGON HEIGHTS
2724 PECK STREET
MUSKEGON HTS MI 49444
733-1355
FAX 733-5229
EMAIL> MUSKHTS@AOL.COM

BARBARA ZILIENSKI - HABITAT FOR HUMANITY
1706 CLINTON ST SUITE 208
MUSKEGON 49442
727-6020
FAX 722-4959
EMAIL> BZIELINSKI@EARTHLINK.NET

STEPHANIE BRYANT
TRINITY VILLAGE NON-PROFIT HOUSING CORP
2140 VALLEY STREET
MUSKEGON MI 49444
728-5303 FAX 722-4609

RON ROBOTHAM -
BETHANY HOUSING MINISTRIES
1105 TERRACE
MUSKEGON MI 49442

Fair Housing Center of Greater Grand Rapids
Proposal: Analysis of Impediments to Fair Housing
January 18, 2000
Page 1 of 5

PROPOSAL TO MUSKEGON AREA CONSORTIUM, MI

ANALYSIS OF IMPEDIMENTS TO FAIR HOUSING

Introduction

The Fair Housing Center of Greater Grand Rapids herein proposes to conduct a Fair Housing Study, specifically referred to as an *Analysis of Impediments to Fair Housing* for the Muskegon Area Consortium.

The Fair Housing Center (FHC) is a private, non-profit 501(c)3 organization incorporated in the State of Michigan. Established in 1980, the Center's mission is to ensure equal access to housing opportunity throughout the metropolitan Grand Rapids area by means of education and enforcement programs designed to further Title VIII of the 1968 Civil Rights Act (amended 1988), commonly referred to as the *Fair Housing Act*. This federal law, along with Michigan's Elliott-Larsen Civil Rights Act and Persons with Disabilities Civil Rights Act and several local ordinances, prohibit discrimination in housing and related transactions based upon one's race, color, religion, sex, national origin, handicap, age, marital or familial status.

This proposal contains the following sections:

- A. Work Plan
- B. Personnel Qualifications
- C. Firm Qualifications
- D. Price (Price Sheet Attached)

Work Plan

FHC proposes to conduct an Analysis of Impediments to Fair Housing for the Muskegon Area Consortium in accordance with the guidelines described by the U.S. Department of Housing and Urban Development (HUD) at 24 CFR 570.904(c).

FHC will research, analyze and report to the Consortium information related to housing choice and restrictions thereon. FHC research will include review of demographic information including but not limited to census data, organized discussion with advocacy and interest in the community such as disability rights/services organizations, civil rights groups, housing and affordable housing providers, tenant rights organizations, human service agencies and other such entities as may be identified to be involved in housing needs, services and policies in the

Fair Housing Center of Greater Grand Rapids
Proposal: Analysis of Impediments to Fair Housing
January 18, 2000
Page 2 of 5

Muskegon area. In light of the most recent fair housing protections extended to families with children and persons with handicap, FHC will extend its survey of the community to include those groups as well as those related to racial, ethnic/national origin and religious practices and/or discrimination.

FHC proposes to complete the planning, implementation and administration of the project described within a 12-month timeframe. The *Analysis of Impediments to Fair Housing* will be compiled in written report format and delivered upon completion to the contractor. Work on the study and related plan will progress according to the following timeline:

Elapsed Time:	Item:
10 days	Return of signed agreement
4 months	Submission of Report outline and research materials
9 months	Completion of community meetings and information gathering
11 months	Submission of Draft Analysis
12 months	Submission of Final Analysis

The *Analysis of Impediments to Fair Housing* will include the following items, and identify attitudes, institutional practices and/or public policies affecting fair housing choice. The study will incorporate analysis of the following factors:

Background - including complaints of housing discrimination and violations of anti-discrimination laws by public or private entities and descriptions of the degrees of segregation/integration in the area of the study.

Population Profile - including analysis of population characteristics by income, race, sex, age, religion, national origin, handicap and households with children according to the 1990 US Census or most recent data available to this study.

Employment/Transportation - including analysis of major employers by race, income, and evident growth and accessibility trends.

Housing - including report and analysis of housing units by type, size and condition.

Public Policies - including analysis of development-related zoning and building codes as well as fair housing ordinances and enforcement of each that impact the achievement of fair housing.

Institutional Practices - including report and analysis of professional practices that affect fair housing choice, including advertising, financing, application procedures and rental/sales acceptance criteria and practices.

Community Institutions - FHC will meet with community groups as noted above to identify constituent and professional experiences related to fair housing choice and obtain information regarding housing activities, relationships, and particular areas of strength and need regarding the exercise of fair housing choice.

Personnel Qualifications

FHC will complete this project under the direction of Executive Director Nancy L. Haynes, with the assistance of former Executive Director Lee Nelson Weber and Program Manager Martha Moorehead.

Nancy L. Haynes accepted the position of Executive Director of the Fair Housing Center in February 1999, following a term on the Board of Directors and service as an FHC Cooperating Attorney representing plaintiffs alleging unlawful housing discrimination in federal district court. Ms. Haynes' resume is attached.

Lee Nelson Weber served as the Executive Director of FHC from 1985 through 1998, and is now the Neighborhood Initiative Director for the Dyer-Ives Foundation in Grand Rapids, MI. In her tenure with FHC, Weber completed similar reports related to "*Analysis of Impediments to Fair Housing*" for the cities of Kalamazoo, Portage, Wyoming, the County of Kent, and served on the taskforce related to the Consortium of Grand Rapids *Analysis*. Weber will serve in the key capacity of lead researcher for the Muskegon project. Ms. Weber's resume is attached.

Martha Moorehead has been the Program Manager for the Fair Housing Center since 1990. In that capacity, Moorehead records and tracks all enforcement program data including complaints, testing and enforcement activity for several contractors including the Cities of Grand Rapids and Wyoming, the County of Kent, and the HUD Fair Housing Initiative Program - Private Enforcement Initiative to the Michigan FHCs. Ms. Moorehead's resume is attached.

Fair Housing Center of Greater Grand Rapids
Proposal: Analysis of Impediments to Fair Housing
January 18, 2000
Page 4 of 5

Firm Qualifications

The Fair Housing Center of Greater Grand Rapids has nearly 20 years experience in effective work against housing discrimination in Western Michigan. (See "Organizational Statement" attached). In accordance with its mission of ensuring equal access to housing opportunity in accordance with federal, state and local anti-discrimination laws, FHC operates education and enforcement programs designed to further fair housing choice. During 1999, FHC accepted 142 complaints of housing discrimination from persons or families who suspected discrimination based upon their race, color, religion, sex, national origin, age, marital, handicap or familial status. FHC investigates complaints received through the use of housing "testing", and, in instances where evidence of discrimination is uncovered, assists claimants in pursuing their legal rights as well as correction of discriminatory practices and/or policies.

The Center currently contracts to provide fair housing services related to education and enforcement with the Consortium of Grand Rapids, the County of Kent, the Consortium of Wyoming, the U.S. Department of Housing & Urban Development Private Enforcement Initiative (through the Fair Housing Center of Metro Detroit), and the Michigan State Housing Development Authority. Shortly after HUD began to require the *Fair Housing Needs Analysis* from recipients of Community Development Block Grant (CDBG) funds, FHC successfully undertook and completed studies for the Consortium of Portage, the Consortium of Kalamazoo, the Consortium of Wyoming, and the County of Kent. Last year (1998), FHC assisted the Fair Housing Center of Metropolitan Detroit and its Executive Director Cliff Schrupp in an *Analysis of Impediments to Fair Housing Choice* for the Michigan State Housing Development Authority (MSHDA), which encompassed all of the non-CDBG entitlement areas of Michigan. In that project, FHC organized a well-attended county-wide meeting of all housing providers and political entities in Allegan County as a demonstration in the use of community forums to identify fair housing issues, impediments and potential solutions.

Price

FHC proposed cost of \$24,975 is broken out primarily by the seven topical areas described (Background, Population Profile, Employment and Transportation, Housing, Public Policies, Institutional Practices and Community Institutions), with a specific number of professional hours assigned to each activity section. Overall, the amount of 75 professional hours has been added for each of the two additional entities included in this study, resulting in coverage of each of eight topical areas for each of three entities in the consortium. Hourly projections are based upon prior experience with similar studies, but will fluctuate according to several factors including the

Fair Housing Center of Greater Grand Rapids
Proposal: Analysis of Impediments to Fair Housing
January 18, 2000
Page 5 of 5

availability of research materials, organizing required to sufficiently include community resources, and level of institutional response. FHC's hourly cost of \$67.50 reflects its normal professional research fee of \$60 to non-profit or governmental units, and a 12.5% "indirect" rate to cover all costs associated with this project, including labor and fringe benefits, overhead, copying, travel, lodging, communication, production and all other expenses.

The total proposed project price is \$ 24,975. (Price Sheet is below)

PRICE SHEET
 ANALYSIS OF IMPEDIMENTS TO FAIR HOUSING
 MUSKEGON AREA FAIR HOUSING CONSORTIUM

Section	Estimated Hours:			Total
	Primary Entity	Add'l Entity	Add'l Entity	
Background	16	10	10	36
Population Profile	16	9	9	34
Employment & Transportation	10	9	9	28
Housing Profile	26	10	10	46
Public Policies	32	10	10	52
Institutional Practices	44	9	9	62
Community Institutions	44	9	9	62
Demographic, Policy & Institutional Practices	<u>32</u>	<u>9</u>	<u>9</u>	<u>50</u>
	220	75	75	370

Total Project Price: 370 hours @ \$67.50/hr = \$ 24,975

Note: The above hourly rates shall include all costs associated with each phase above such as labor, fringes, overhead/profit, copying, travel, lodging, telephone calls, and meals.

ATTACHMENT D

CDBG FUNDING CONTRIBUTIONS
ALLOCATED FOR ANALYSIS OF IMPEDIMENTS TO FAIR HOUSING

CITY OF MUSKEGON	\$9,000
CITY OF MUSKEGON HEIGHTS	\$5,000
CITY OF NORTON SHORES	\$2,975
COUNTY OF MUSKEGON	\$7,500
WEST MICHIGAN LAKESHORE	
ASSOCIATION OF REALTORS	<u>\$ 500</u>
	\$24,975

DATE (MM/DD/YY)
12/20/00**ACORD CERTIFICATE OF LIABILITY INSURANCE**

PRODUCER
HRH of Grand Rapids
P.O. Box 2128
3196 Kraft Ave., S.E.
Grand Rapids, MI 49501

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

INSURED
Fair Housing Center Of
Greater Grand Rapids
1514 Wealthy SE, Ste 226
Grand Rapids, MI 49506

INSURER A: The Hartford SCIC

INSURER B:

INSURER C:

INSURER D:

INSURER E:

COVERAGES

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

TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY CLAIMS MADE ☒ OCCUR GENL. AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC	81SBAKA1744	12/18/00	12/18/01	EACH OCCURRENCE \$1,000,000 FIRE DAMAGE (Any one fire) \$300,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS-COMP/OP AGG \$2,000,000
AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Per accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
DAMAGE LIABILITY ☐ ANY AUTO				AUTO ONLY- EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
EXCESS LIABILITY ☐ OCCUR ☐ CLAIMS MADE DEDUCTIBLE \$ RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
A WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	81WBCFP9548	12/18/00	12/18/01	☒ WS STAT- BODILY LIMITS E.L. EACH ACCIDENT \$100,000 E.L. DISEASE-EA EMPLOYEE \$100,000 E.L. DISEASE-POLICY LIMIT \$500,000
OTHER				

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

CERTIFICATE HOLDER

ADDITIONAL INSURED; INSURER LETTER:

CANCELLATION

Muskegon Area Housing Consortium
1514 Wealthy SE, Ste 226
Grand Rapids, MI 49506

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

AUTHORIZED REPRESENTATIVE

Michael E. Kith

ACORD 23-8 (7/97) 1 of 2 #5642

RECEIVED

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DEC 27 2000

** TOTAL PAGE.02 **

CITY OF NORTON SHORES
COMMUNITY DEVELOPMENT

AGENDA ITEM NO. _____

CITY COMMISSION MEETING 01/23/01

TO: Honorable Mayor and City Commissioners

FROM: Bryon L. Mazade, City Manager

DATE: January 17, 2001

RE: Housing Commission Appointments

SUMMARY OF REQUEST:

To approve the appointment of Richard Rienstra (5-Year Term) and Reverend Gregory Kirksey (4-Year Term) to the Muskegon Housing Commission.

FINANCIAL IMPACT:

None.

BUDGET ACTION REQUIRED:

None.

STAFF RECOMMENDATION:

To approve the request.

COMMITTEE RECOMMENDATION:

None.

**CITY OF MUSKEGON
TALENT BANK APPLICATION**

Please Type or Print. Applications will be kept on file for one year. All applicants subject to a background check.

NAME: RICHARD RIENSTRA DATE: 1-16-01

HOME ADDRESS: 117 E Grand Ave Muskegon 49442
(Street, City, State, Zip)

HOME PHONE #: 722 7741 WORK PHONE #: 728 1534

OCCUPATION: DIRECTOR of Development for Urban Ministry *Reformed Church in Am.*
(If retired, give former occupation)

EDUCATION: Calvin College A.B. Calvin Seminary B.D.

Certificates in Aging and Housing Programs
PERSONAL & COMMUNITY ACTIVITIES: Chair Region 14 Council on Aging 1974-80
Former Director Community Mental Health Services Muskegon 1970-1991

M. State Commissioner in Aging 1980-1992; Fannie Mae Housing Impact Advisory Council 1999-2000
INTEREST IN SERVING: Bank Federal Home of Indianapolis Housing Council 1999-present

To promote Improved Housing Opportunities and Services in The City

PERSONAL REFERENCES: (Please list the name and phone numbers of three personal references)

1. <u>VERN KORTKING</u> (Name)	<u>728-6411</u> (Phone Number)
2. <u>Harold Workman</u> (Name)	<u>755-2815</u> (Phone Number)
3. <u>Jerry LOTTIE</u> (Name)	<u>728-1215</u> (Phone Number)

PLEASE INDICATE BOARDS/COMMISSIONS/COMMITTEES INTERESTED IN SERVING ON - MARKING #1 AS YOUR FIRST PREFERENCE:

- | | |
|---|---------------------------------------|
| () Board of Canvassers | #1 - () Housing Commission |
| () Board of Review | () Image Committee |
| () Cemetery Committee | () Income Tax Board of Review |
| () Citizen's Police Review Board | () Land Reutilization Committee |
| () City Employees Pension Board | () Leisure Services Board |
| () Civil Service Commission | () Loan Fund Advisory Committee |
| () CDBG-Citizen's District Council | () Local Develop. Finance Authority |
| () Downtown Development Authority/Brownfield Board | () Local Officer's Compensation Com. |
| () Election Commission | () Mechanical Board of Examiners |
| () Electrical Board of Appeals | () Planning Commission |
| () Equal Opportunity Committee | () Plumbing Board of Appeals |
| () Historic District Commission | () Police/Fireman's Pension Board |
| () Hospital Finance Authority | () Tax Increment Finance Authority |
| () Housing/Building Code Board of Appeals | () Zoning Board of Appeals |
| | () Other _____ |

* Attach Additional Sheets or Resumes if Desired.

Return this form to: City Manager's Office, 633 Terrace St., P. O. Box 536, Muskegon, MI 49443-0536

RECEIVED

JAN 16 2001

MUSKEGON
CITY MANAGER'S
OFFICE

**CITY OF MUSKEGON
TALENT BANK APPLICATION**

Please Type or Print. Applications will be kept on file for one year. All applicants subject to a background check.

NAME: Gregory M. Kirksey DATE: 1-12-01

HOME ADDRESS: 233 Seidling Mustang MI 49442
(Street, City, State, Zip)

HOME PHONE #: 231 728-8994 WORK PHONE #: 722-7192

OCCUPATION: Pastor
(If retired, give former occupation)

EDUCATION: 3 1/2 yrs of College major in Bus. Adm & Religion

PERSONAL & COMMUNITY ACTIVITIES: Involved in Community over 10 yrs

INTEREST IN SERVING: Housing Commission

PERSONAL REFERENCES: (Please list the name and phone numbers of three personal references)

1. <u>Rev. Daniel Dixon</u>	<u>799 6565</u>
(Name)	(Phone Number)
2. <u>Rev. Clarence Cony</u>	<u>722-4322</u>
(Name)	(Phone Number)
3. <u>Dr. Charles Poole</u>	<u>722-7552</u>
(Name)	(Phone Number)

PLEASE INDICATE BOARDS/COMMISSIONS/COMMITTEES INTERESTED IN SERVING ON - MARKING #1 AS YOUR FIRST PREFERENCE:

- ☐ Board of Canvassers
- ☐ Board of Review
- ☐ Cemetery Committee
- ☐ Citizen's Police Review Board
- ☐ City Employees Pension Board
- ☐ Civil Service Commission
- ☐ CDBG-Citizen's District Council
- ☐ Downtown Development Authority/Brownfield Board
- ☐ Election Commission
- ☐ Electrical Board of Appeals
- ☐ Equal Opportunity Committee
- ☐ Historic District Commission
- ☐ Hospital Finance Authority
- ☐ Housing/Building Code Board of Appeals

- ☒ Housing Commission
- ☐ Image Committee
- ☐ Income Tax Board of Review
- ☐ Land Reutilization Committee
- ☐ Leisure Services Board
- ☐ Loan Fund Advisory Committee
- ☐ Local Develop. Finance Authority
- ☐ Local Officer's Compensation Com.
- ☐ Mechanical Board of Examiners
- ☐ Planning Commission
- ☐ Plumbing Board of Appeals
- ☐ Police/Fireman's Pension Board
- ☐ Tax Increment Finance Authority
- ☐ Zoning Board of Appeals
- ☐ Other _____

* Attach Additional Sheets or Resume if Desired.

Return this form to: City Manager's Office, 933 Terrace St., P. O. Box 536, Muskegon, MI 49443-0536

Memo

To: Mayor Nielsen and City Commissioners
From: Bryon L. Mazade, City Manager *BLM*
CC: Tom Johnson
Date: 01/23/01
Re: Muskegon Community Alternative Program

Yesterday I met with the new Executive Director of the Housing Commission along with the HUD-appointed advisor to MHC. During that discussion I learned that MHC is proceeding to prepare for a sale of the property at 1823 Commerce Street to the Muskegon Community Alternative Program as a community corrections center. I have tried, but have failed so far, to reach the director of the program to get confirmation or denial of what I was told. If this information is correct, they would be attempting to override local zoning and locate at that site over the City's objection.

I have asked Tom Johnson for an opinion on the City's options or ability to resist the location of this center at 1823 Commerce. Attached is his opinion. I would like to discuss this situation at today's City Commission meeting. If we wait until the next meeting, the transaction may have already taken place. I would like to get some direction from the City Commission regarding taking action to prevent the location of the center at 1823 Commerce unless or until they request a zone change. My preference would be that you authorize myself and the City Attorney to take such steps or action to oppose the location of the center at this site.

I look forward to discussing this with you further today.

January 22, 2001

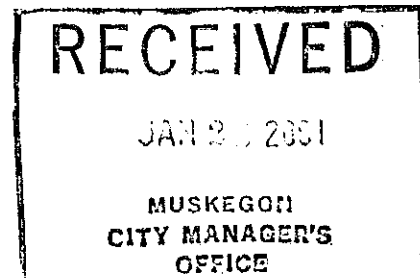
Via Fax 722-1214

ATTORNEY-CLIENT PRIVILEGE

Mr. Bryon L. Mazade
City Manager
City Hall
933 Terrace Street
Muskegon, MI 49443-0536

Re: Touchstone Halfway House
Our File 100-1344

Dear Bryon:



At your request, I have reviewed the situation concerning the proposed location of the Touchstone house on Commerce Street in the City of Muskegon. This is a neighborhood where there are mixed uses, but a substantial number of residences surround the SRO building on Commerce, which is proposed for this corrections facility. As I understand it, the facility is a place mostly for persons sentenced to probation by the Circuit Court without being committed to the Department of Corrections, although the probation officers are State Corrections employees. Additionally, prisoners from state prisons may be paroled to this location on some occasions, although a majority of the residents will have been sentenced there by the Circuit Court. Most of those sentenced will have been convicted of a felony.

In a 1988 case, City of Muskegon Heights v Moseler, the Circuit Court determined that such facilities, especially this one which was then operated by the same persons in Muskegon Heights, constituted a facility which is sufficiently controlled by the Department of Corrections to be immune from local zoning under the Deardon case. The Court of Appeals reversed that opinion by the Circuit Court, but the Michigan Supreme Court reversed the Court of Appeals without comment and, thus, in the Muskegon Heights case, immunized the Touchstone facility from zoning prohibitions. The facts of our case are the same, and the operating entity is the same, I believe.

Since the Moseler case, the state legislature, in its appropriations act for the Department of Corrections has expressed its intent that community corrections centers, presumably similar to this one, should not be located in residential areas if the city opposes it. We have opposed it by letter and suggested alternative locations.

G. Thomas Johnson
George D. Van Epps
John M. Briggs, III
Michael L. Rolf
George W. Johnson
W. Brad Groom

John C. Schrier
Christopher L. Kelly
Linda S. Kaara
Philip M. Stoffan
William J. Meier
James R. Schouerte

Kath L. McEvoy
Anna K. Urick
Scott R. Sewick
Jennifer L. Hylland
Jeffery A. Jacobson

Of Counsel
Thomas J. O'Toole
Eric J. Fauri

Retired
Robert L. Forsythe
Arthur M. Rude

Paul T. Sorenson, 1920-1966
George A. Parmenter, 1903-1993
Cyrus M. Poppen, 1903-1996
Harold M. Street, 1912-2000

However, in the Appropriations Act for the year 2001, this legislative expression of intent and requirement was omitted from the Appropriations Act. Since the Appropriations Act sunset with the new fiscal year, there is no longer a legislative limitation on Touchstone from locating near residential areas.

However, there are general statutes, which appear to me to apply to this facility. MCL 791.216 is "Siting of correctional facilities; comprehensive plan; notice; hearings". This section of the corrections statute starts out as follows:

The department shall develop a comprehensive plan for determining the need for establishing various types of correctional facilities, for selecting the location of a correctional facility, and for determining the size of the correctional facility. The comprehensive plan shall not be implemented until the legislature, by concurrent resolution adopted by a majority of those elected and serving in each house by a record roll call vote, approves the comprehensive plan.

There are provisions for developing that comprehensive plan, published notices, and requirements for interacting with local corrections advisory boards. It is clear that this section has to do with the location of correctional facilities, and the statute applies to "various types of correctional facilities," without distinguishing between, for instance, state prisons, and local corrections, residential, and community corrections facilities.

It is clear to me that no such notice or consultation with us has been given, and if such consultation occurred with the county (which I doubt), there is a large gap between the legislative requirements and the actions of Touchstone. Under the statute, the Department of Corrections has the prerogative of finally determining the site for a correctional facility, but only after several notices are sent out. It should be noted that legislators are also to be informed of hearings and other procedures under this statute. I am not aware that any of this has been done for this facility.

MCL 791.217 is a section of the corrections statute giving a right of action to any person who resides in the city by which they may sue the Department of Corrections for failing to follow this procedure. There is a 45-day limitation on that action, but the 45 days begins when the commission sends notification of its final site selection to the officials as required in MCL 791.216(9). That final notification would be after all the hearings, notices, etc. None of that has occurred.

I am aware that the Department of Corrections personnel believe that the requirements for site selection, notice, comprehensive plans, etc., do not apply to this facility. However, the statute says that Sec. 216, cited above, applies to "various types" of correctional facilities.

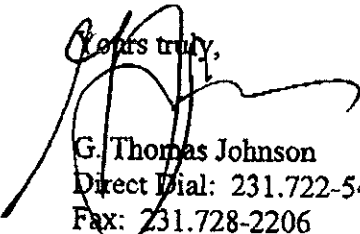
A separate Act, MCL 791.401-414, the "Community Correction Act," calls for a local advisory board which, apparently, can exist without city representation. Since the County appears to be contracting with the State and Touchstone, this appears to be the case for us. However, the Community Corrections Act does not appear to supercede or make unnecessary the procedures

regarding siting under MCL 791.216. In fact, the Community Corrections Act sets up local advisory boards, and "local advisory boards" are also referred to in MCL 791.216, apparently similar in makeup to those in the other statute.

The location does not comply with the zoning ordinance of the city. If that is not a defense, the location is amid several residential uses. If the Appropriation Act changes do not support that, then we must rely upon the absence of notification, consultation, hearings, etc., which are found in Sec. 16 of the Corrections Act, MCL 291.216.

I cannot tell you that this will necessarily be acceptable or successful. However, in view of the apparent lack of interest on the part of the Department of Corrections, and the lack of planning and notification involved in this decision by the local entrepreneur of Touchstone, I believe we are in a position to oppose this location.

Yours truly,



G. Thomas Johnson
Direct Dial: 231.722-5400
Fax: 231.728-2206
Internet Address: gtj@parmenterlaw.com

GTJ/mh