CITY OF MUSKEGON

CITY COMMISSION MEETING

SEPTEMBER 14, 2010

CITY COMMISSION CHAMBERS @ 5:30 P.M.

AGENDA

- **CALL TO ORDER:**
- **PRAYER:**
- **PLEDGE OF ALLEGIANCE:**
- **ROLL CALL:**
- **HONORS AND AWARDS:**
- **INTRODUCTIONS/PRESENTATION:**
- **CONSENT AGENDA:**
  - **A.** **Approval of Minutes**. CITY CLERK
  - **B.** **Repairs to Annex.** FINANCE
  - **C.** **First Quarter 2010-11 Budget Reforecast.** FINANCE
  - **D.** **Elevated and Underground Water Storage Tank Inspections.** WATER FILTRATION
  - **E.** **Approval of the Neighborhood Stabilization Program (NSP) Subrecipient Agreement with Habitat for Humanity for NSP Houses.** COMMUNITY & NEIGHBORHOOD SERVICES
  - **F.** **Rescind Bid for Complete Rehab at 1080 E. Laketon and Award to Another Contractor.** COMMUNITY & NEIGHBORHOOD SERVICES
  - **G.** **City – MDOT Agreement for ADA Ramp Upgrades along Apple Avenue, Seaway Drive and Shoreline Drive at Various Locations Within the City Limits.** ENGINEERING
  - **H.** **City – MDOT Agreement for the Milling and Resurfacing of Port City Blvd. from Latimer to Laketon Avenue.** ENGINEERING
  - **I.** **American's with Disabilities Act (ADA) Project Civic Access Settlement Agreement with the Department of Justice.** AFFIRMATIVE ACTION
- **PUBLIC HEARINGS:**
- **COMMUNICATIONS:**
- **CITY MANAGER'S REPORT:**

- **UNFINISHED BUSINESS:**
- **NEW BUSINESS:**
  - **A. Special Event – Peace Jam.** PLANNING & ECONOMIC DEVELOPMENT
  - **B. Towing Contract.** PUBLIC SAFETY
  - **C. Great Lakes and St. Lawrence Cities Initiative.** MAYOR
- **ANY OTHER BUSINESS:**
- **PUBLIC PARTICIPATION:**

- ***Reminder: Individuals who would like to address the City Commission shall do the following:***
- Fill out a request to speak form attached to the agenda or located in the back of the room.
- Submit the form to the City Clerk.
- Be recognized by the Chair.
- Step forward to the microphone.
- State name and address.
- Limit of 3 minutes to address the Commission.
- (Speaker representing a group may be allowed 10 minutes if previously registered with City Clerk.)

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

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

Date: September 14, 2010

To: Honorable Mayor and City Commissioners

From: Ann Marie Becker, City Clerk

RE: Approval of Minutes

SUMMARY OF REQUEST: To approve the minutes of the City Commission Meeting that was held on Tuesday, August 24, 2010.

FINANCIAL IMPACT: None.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: Approval of the minutes.

CITY OF MUSKEGON

CITY COMMISSION MEETING

AUGUST 24, 2010

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, August 24, 2010.

Mayor Warmington opened the meeting with a prayer from Commissioner Lawrence Spataro after which the Commission and public recited the Pledge of Allegiance to the Flag.

ROLL CALL FOR THE REGULAR COMMISSION MEETING:

Present: Mayor Stephen Warmington, Vice Mayor Stephen Gawron, Commissioners Sue Wierengo, Steve Wisneski, Chris Carter, and Lawrence Spataro, City Manager Bryon Mazade, Assistant City Attorney William Meier, and City Clerk Ann Marie Becker.

Absent: Commissioner Clara Shepherd (excused).

2010-74 CONSENT AGENDA:

A. Approval of Minutes. CITY CLERK

SUMMARY OF REQUEST: To approve minutes for the August 9th Commission Worksession Meeting and the August 10th City Commission Meeting.

FINANCIAL IMPACT: None.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: Approval of the minutes.

B. Admiral Petroleum – 531 E. Laketon Avenue, Request for an Encroachment Agreement. ENGINEERING

SUMMARY OF REQUEST: Hopp Environmental, on behalf of Admiral Petroleum, is requesting your permission to install five groundwater monitoring wells in the easterly right-of-way of McIlwraith Street south of Laketon and within the alleys located to the west of the Admiral station and west of McIlwraith.

FINANCIAL IMPACT: None.

BUDGET ACTION REQUIRED: None.

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

C. National Association for County and City Health Officials (NACCHO) Achieve Grant Administration Agreement Between the City and County of Muskegon. PLANNING & ECONOMIC DEVELOPMENT

SUMMARY OF REQUEST: The County of Muskegon obtained a NACCHO Achieve Grant for improvements in the Jackson Hill Neighborhood in March 2009. Leisure Services staff have assisted with the grant administration, along with County Health Department staff. Since the funds are being spent in the City of Muskegon, we have agreed that it is beneficial for the City to administer the grant funds. The total funds available for the project to the Jackson Hill Neighborhood are $23,750. The Community Health Action and Response Team (CHART) have determined that the funds will be spent for community gardens at Marquette School, Aamodt Park and Steele School. They are working on some additional projects, as well. The agreement outlines the process for reimbursement.

FINANCIAL IMPACT: The City of Muskegon will ensure that only receipts that have been approved in the Achieve budget, and include signatures from the CHART Chairperson and Treasurer, are paid. In no cases will the budgeted line item be exceeded. NACCHO will reimburse the City for expenditures.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: To approve the agreement and authorize the Mayor's signature.

D. Fireworks Display Permit for Muskegon Shoreline Spectacular. CITY CLERK

SUMMARY OF REQUEST: Shoreline Foundation, Inc. is requesting approval of a fireworks display permit for September 5th at the Muskegon Shoreline Spectacular. Fire Marshall Metcalf has reviewed the request and recommends approval contingent on inspection of the fireworks.

FINANCIAL IMPACT: None.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: Approval contingent on inspection of the fireworks.

I. Consideration of Bids for B-242 Department of Public Works Parking Lot. ENGINEERING

SUMMARY OF REQUEST: Award the Department of Public Works Parking Lot project to Wood Trucking Company out of Muskegon. They were the lowest responsible bidder with a total bid price of $58,933.50.

FINANCIAL IMPACT: The construction cost of $58,933.50 plus engineering cost, which is estimated at an additional 15%.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: Award the construction project to Wood Trucking Company.

J. <u>Selection of Vinyl Siding Installer for Fiscal Year 2010 – 2011.</u> COMMUNITY & NEIGHBORHOOD SERVICES

SUMMARY OF REQUEST: To approve Community & Neighborhood Services to sign a contract with Mark Tucker Construction, 9121 Holton Road, Holton, MI; and Cutting Edge, 766 Chatterson Road, Muskegon, MI to install vinyl siding at an agreed price of $50 per building square for the Vinyl Siding Program's 2010 – 2011 fiscal year. Last year's price was $55 per building square.

The Community & Neighborhood Services office received two other bids from vinyl siding installers:

- 4 Star Builders, Inc. – 3326 Lenedo #C, Muskegon, 49444 $55
- Gray Space Construction – 601 Amity, Muskegon, 49442 $260

FINANCIAL IMPACT: Funding will be disbursed from the 2010 – 2011 Community Development Block Grant Vinyl Siding fund.

BUDGET ACTION REQUIRED: None at this time.

STAFF RECOMMENDATION: To approve the request.

COMMITTEE RECOMMENDATION: The funding for the Vinyl Siding Program was approved by the Commission during the 2010 – 2011 allocation period last April.

K. <u>Selection of Vinyl Siding Supplier for Fiscal Year 2010 – 2011.</u> COMMUNITY & NEIGHBORHOOD SERVICES

SUMMARY OF REQUEST: To approve the Community & Neighborhood Services department's selection of the Vinyl Siding Supplier for 2010 - 2011 fiscal year. After reviewing all bids, the department selected the bid from Keene Lumber, located at 346 W. Laketon Avenue, Muskegon, MI for the price of $48 per building square for white and $50 per square for color.

The Community & Neighborhood Services department received three additional bids from:

- Premier Building Products $53.75 for white
  2152 S. Harvey, Muskegon $53.75 for color
- Sethco Lumber $69.99 for white
  4566 Apple Ave., Muskegon $72.99 for color
- Weber Lumber Co. $51.00 for white
  465 Ottawa, Muskegon $51.00 for color

The above documentation shows the closeness of all the bids; but, because of the long-term relationship with Keene Lumber as well as them being located in the City of Muskegon, CNS has selected Keene Lumber to be the 2010 – 2011 Vinyl Siding supplier for this fiscal year.

FINANCIAL IMPACT: Funding will be disbursed from the 2010 – 2011 Community Development Block Grant Vinyl Siding fund.

BUDGET ACTION REQUIRED: None at this time.

STAFF RECOMMENDATION: To approve the request.

COMMITTEE RECOMMENDATION: The funding for the Vinyl Siding Program was approved by the Commission during the 2010 – 2011 allocation period last April.

L. <u>Contract for Demolition of 1585 Hudson.</u> COMMUNITY & NEIGHBORHOOD SERVICES

SUMMARY OF REQUEST: Approval for Community & Neighborhood Services to execute a contract with Press's LLC, 8081 Holton Duck Lake Road, Holton, for the demolition of the structure located at 1585 Hudson. This activity is under the Neighborhood Stabilization Program. The bid is for $3,980, which was the lowest bid. The City received two additional bids:

- Robert Peters, 2790 S. Maple Island, Muskegon for $4,300
- Tarte Trucking, 1138 Dangl Rd., Muskegon for $6,600

FINANCIAL IMPACT: The funding will be allocated from the City's NSP Grant.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: To approve the request.

M. <u>Approval of Contractor for Complete Rehabilitation of CNS Homes.</u> COMMUNITY & NEIGHBORHOOD SERVICES

SUMMARY OF REQUEST: To approve the following rehabilitation contracts:

Gray Space, 601 Amity, Muskegon, for the complete rehabilitation of 1644 Division in the amount of $35,945.

Mossy Oak Builders, 3101 Hall Road, Muskegon, for the complete rehabilitation of 1500 Leahy in the amount of $64,490.

JEA Construction, 4392 Hall Road, Muskegon, for the complete rehabilitation of 1733 Manz in the amount of $54,625.

Five contractors bid on the various projects.

The complete rehabilitation is being financed with Neighborhood Stabilization funds from the Michigan State Housing Development Authority. After the total rehabilitation is completed, the houses will be marketed to any eligible owner-occupied homebuyer with a household income less than 120 percent of the area median income.

FINANCIAL IMPACT: The funding for the project will be taken from the money awarded to the City of Muskegon through the Neighborhood Stabilization Program.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: Approval for the Community & Neighborhood Services office to develop a contract with these contractors and direct the Mayor and

Clerk to sign the contract. This is contingent upon CNS receiving the additional NSP grant funding.

N. <u>High Service Pump #5.</u> WATER FILTRATION

SUMMARY OF REQUEST: Authorize staff to enter into an agreement with Wylie Electric Motor Service Inc. out of Ferrysburg to perform the necessary repairs on high service pump #5 at the Water Filtration Plant for a not to exceed cost of $8,321.62.

FINANCIAL IMPACT: The repair cost is $8,321.62.

BUDGET ACTION REQUIRED: The cost of repair is unexpected, however this situation is planned as part of the Water Filtration Plant budget.

STAFF RECOMMENDATION: Staff recommends the Mayor and City Commission allow staff to enter into an agreement with Wylie Electric Motor Service Inc. for the repair of the motor on high service pump #5 at a cost of $8,321.62.

O. <u>Request to Submit a Grant Application for Temple Street Resurfacing from Young to Laketon.</u> ENGINEERING

SUMMARY OF REQUEST: Adopt the resolution and authorize staff to submit a request for a grant application to MDOT for TEDF-A economic funds to mill and resurface Temple Street between Young and Laketon along with other necessary work including drainage. The request is for $180,000 and will require a match of up to $36,000 which will have to be budgeted for in the upcoming budget year. The grant request is for 2011.

FINANCIAL IMPACT: A local share of $36,000 match plus engineering costs.

BUDGET ACTION REQUIRED: None at this time.

STAFF RECOMMENDATION: Adopt the resolution and authorize staff to submit the application.

Motion by Vice Mayor Gawron, second by Commissioner Wisneski to accept the Consent Agenda as presented minus items E, F, G, and H.

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

Nays: None

MOTION PASSES

2010-75 ITEMS REMOVED FROM THE CONSENT AGENDA:

E. <u>Budgeted Vehicle Replacement – Six 2011 Crown Victoria Police Interceptors.</u> PUBLIC WORKS

SUMMARY OF REQUEST: Approval to purchase six 2011 Crown Victoria Police Interceptors.

FINANCIAL IMPACT: $130,860.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: Approve purchase from Vanderhyde Ford.

Motion by Commissioner Spataro, second by Commissioner Carter to award the bid for six 2011 Crown Victoria Police Interceptors to Great Lakes Ford for $130,992 because it is within our local preference policy.

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

Nays: None

MOTION PASSES

F. <u>Budgeted Vehicle Replacement – One Regular Cab 2011 Ford F-250 Truck.</u> PUBLIC WORKS

SUMMARY OF REQUEST: Approval to purchase one regular cab 2011 Ford F-250 Truck from Vanderhyde Ford.

FINANCIAL IMPACT: Total cost $18,295.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: Approve the purchase.

Motion by Commissioner Spataro, second by Vice Mayor Gawron to award the contract for one regular cab 2011 Ford F-250 truck to Great Lakes Ford for $18,371 because it is within our local preference policy.

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

Nays: None

MOTION PASSES

G. <u>Budgeted Vehicle Replacement – Five Extended Cab 2011 Ford F-250 Trucks.</u> PUBLIC WORKS

SUMMARY OF REQUEST: Approval to purchase five extended cab 2011 Ford F-250 Trucks from Vanderhyde Ford.

FINANCIAL IMPACT: Total cost $96,240.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: Approve the purchase.

Motion by Commissioner Spataro, second by Vice Mayor Gawron to award the contract for five extended cab 2011 Ford F-250 trucks to Great Lakes Ford for $97,090 because it is within our local preference policy.

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

Nays: None

MOTION PASSES

H. <u>Budgeted Vehicle Replacement – One Extended Cab 4x4 2011 Ford F-250 Truck.</u> PUBLIC WORKS

SUMMARY OF REQUEST: Approval to purchase one extended cab 4x4 2011 Ford F-250 Truck from Vanderhyde Ford.

FINANCIAL IMPACT: Total cost $23,038.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: Approve the purchase.

Motion by Commissioner Spataro, second by Vice Mayor Gawron to award the contract for one extended cab 4x4 2011 Ford F-250 truck to Great Lakes Ford for $23,105 because it is within our local preference policy.

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

Nays: None

MOTION PASSES

2010-76 PUBLIC HEARINGS:

A. <u>Review 2009 – 2010 Consolidated Annual Performance Evaluation Report (CAPER).</u> COMMUNITY & NEIGHBORHOOD SERVICES

SUMMARY OF REQUEST: To conduct a public hearing on August 24, 2010, to review accomplishments and receive comments from the public concerning the 2009 – 2010 Consolidated Annual Performance Evaluation Report (CAPER) developed by the Community & Neighborhood Services department.

After the public hearing has been conducted and all the comments have been documented, the Community & Neighborhood Services office requests that the Commission direct the staff to submit the required documents to the U. S. Department of Housing and Urban Development (HUD) in compliance with 24 CFR 91.520, by no sooner than September 8, 2010.

FINANCIAL IMPACT: The City is required to submit the CAPER report in order to continue receiving Community Development Block Grant (CDBG) and HOME funding.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: To direct staff to gather comments from the public and to submit the CAPER to HUD after the public comment period has elapsed.

COMMITTEE RECOMMENDATION: The document was reviewed by the Citizen's District Council.

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

Motion by Vice Mayor Gawron, second by Commissioner Wierengo to close the Public Hearing and direct staff to gather comments from the public and submit the CAPER to the Housing and Urban Development Department after the public comment period has elapsed.

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

Nays: None

MOTION PASSES

2010-77 NEW BUSINESS:

A. <u>Designation of Voting Delegates for the Michigan Municipal League Annual Business Meeting.</u> CITY CLERK

SUMMARY OF REQUEST: To designate by action of the Commission, one of our officials who will be in attendance at the Convention as an official representative to cast the vote of the municipality at the annual meeting; and, if possible, to designate one other official to serve as alternate.

FINANCIAL IMPACT: None.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: Approval.

Motion by Commissioner Carter, second by Commissioner Wisneski to designate Commissioner Shepherd as the voting delegate for the Michigan Municipal League annual business meeting.

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

Nays: None

MOTION PASSES

B. <u>Special Event Request – Breakwater Festival, Labor Day Weekend at Margaret Drake Elliott Park.</u> COMMUNITY & ECONOMIC DEVELOPMENT

SUMMARY OF REQUEST: The Breakwater Festival has filed a special events application to hold their annual festival at Pere Marquette/Margaret Drake Elliott Park on Labor Day weekend, September 3–6, 2010.

They have requested that the City waive equipment rental fees for the following items: 25 rolls of snow fence and poles, 30 picnic tables, 10 barricades, 20 metal trash cans, 30 plastic trash cans, trash bags, and the Hackley Park stage. They have stated that they will pick up, set up and return the equipment to the DPW, in order to eliminate City staff costs.

FINANCIAL IMPACT: The Breakwater Festival requests that equipment rental fees be waived, the estimated value of which is $2,325.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: None.

Motion by Commissioner Wierengo, second by Commissioner Spataro to disapprove the request.

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

Nays: None

MOTION PASSES

C. <u>Concurrence with the Housing Board of Appeals Notice and Order to Demolish the Following:</u> PUBLIC SAFETY

1237 Pine Street (Area 11)

79 E. Grand Avenue (Area 13)

553 Oak Avenue (Area 11)

148 Allen Avenue (Area 11)

SUMMARY OF REQUEST: This is to request that the City Commission concur with the findings of the Housing Board of Appeals that the structures are unsafe, substandard, a public nuisance and that they be demolished within 30 days. It is further requested that administration be directed to obtain bids for the demolition of the structures and that the Mayor and City Clerk be authorized and directed to execute a contract for demolition with the lowest responsible bidder.

FINANCIAL IMPACT: CDBG Funds.

BUDGET ACTION REQUIRED: None.

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

Motion by Commissioner Spataro, second by Vice Mayor Gawron to concur with the Housing Board of Appeals notice and order to demolish 1237 Pine Street, 79 E. Grand Avenue, 553 Oak Avenue, and 148 Allen Avenue.

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

Nays: None

MOTION PASSES

ANY OTHER BUSINESS: Commissioner Carter commented on the senseless violence that has been going on over the last 30 days.

PUBLIC PARTICIPATION: Public comments received.

ADJOURNMENT: The City Commission Meeting adjourned at 7:02 p.m.

Respectfully submitted,

Ann Marie Becker, MMC
City Clerk

Date: September 14, 2010

To: Honorable Mayor and City Commissioners

From: Finance Director

RE: Repairs to Annex

SUMMARY OF REQUEST: A large section of masonry on the south wall of the Arena Annex building (facing Amazon Building) is unstable due to winter water damage. We have received the following bids for repairs to the parapet/roof that will correct this problem:

Clifford Buck	Muskegon Constr.	Tridonn	Muskegon Quality
Muskegon	*Muskegon*	*Muskegon*	*Muskegon Hts*
$56,324	$76,525	$68,897	$71,500

FINANCIAL IMPACT: The cost of repairs will use up most of the $70,000 balance in the Arena Maintenance fund. The fund will be replenished over time with revenue generated from event ticket sales.

BUDGET ACTION REQUIRED: The cost of this project will be factored into the quarterly budget reforecast.

STAFF RECOMMENDATION: Staff has considered various options (including demolition) and believes proceeding with the repairs is the best option. The arena manager also believes the Annex building is crucial to their future plans. Accordingly, staff recommends the project repairs be undertaken and that the low bidder (Clifford Buck) be awarded the contract.

COMMITTEE RECOMMENDATION: This item will be discussed further at the September 13th Committee of the Whole meeting.

Date: September 14, 2010

To: Honorable Mayor and City Commissioners

From: Finance Director

RE: First Quarter 2010-11 Budget Reforecast

SUMMARY OF REQUEST: At this time staff is transmitting the ***First Quarter 2010-11 Budget Reforecast*** which outlines proposed changes to the original budget that have come about as result of changes in policy priorities, labor contracts, updated economic conditions, or other factors.

FINANCIAL IMPACT: This is the first budget reforecast since the City changed fiscal years. The FY change has resulted in a higher than expected fund balance for the start of the new fiscal year. Proposed changes to the 2010-11 budget are relatively minor and mostly involve adjustments to capital projects.

BUDGET ACTION REQUIRED: Self-explanatory.

STAFF RECOMMENDATION: Approval.

COMMITTEE RECOMMENDATION: There Committee of the Whole will review the budget reforecast in detail on September 13th.

City of Muskegon
2010-11 Reforecast Budget
Summary of Budgeted Funds

	Fund Name	Projected Beginning Fund Balance/Working Capital	Projected Revenues	Projected Expenditures	Projected Ending Fund Balance/Working Capital	Increase (Decrease) Fund Balance/Working Capital
1	General	$ 6,038,509	$ 23,482,192	$ 23,501,654	$ 6,019,047	$ (19,462)
2	Major Streets	359,157	8,151,841	7,065,057	1,445,941	1,086,784
3	Local Streets	180,480	1,859,181	1,708,056	331,605	151,125
4	Criminal Forfeitures Fund	134,116	10,500	45,000	99,616	(34,500)
5	Budget Stabilization Fund	1,500,000	-	-	1,500,000	-
6	Farmers Market Improvement Fund	17,814	4,186	22,000	-	(17,814)
7	Tree Replacement Fund	5,436	3,500	3,900	5,036	(400)
8	Brownfield Redevelopment Authority Fund	(9,217)	74,483	75,000	(9,734)	(517)
9	Tax Increment Finance Authority Fund	37,533	62,291	75,000	24,824	(12,709)
10	Downtown Development Authority Debt Fund	329,585	371,084	346,328	354,341	24,756
11	Local Development Finance Authority III Fund (SZ)	36,559	259,958	275,798	20,719	(15,840)
12	Arena Improvement	72,251	35,600	75,000	32,851	(39,400)
13	Sidewalk Improvement	631,995	100,000	150,905	581,090	(50,905)
14	Public Improvement	696,809	50,000	213,778	533,031	(163,778)
15	State Grants	500,140	470,000	969,000	1,140	(499,000)
16	Marina & Launch Ramp	217,556	260,000	182,080	295,476	77,920
17	Public Service Building	430,683	975,340	959,282	446,741	16,058
18	Engineering Services	(88,913)	560,000	506,100	(35,013)	53,900
19	Equipment	2,839,702	2,560,000	3,106,325	2,293,377	(546,325)
20	General Insurance	1,535,902	4,250,589	4,213,056	1,573,435	37,533
21	Sewer	1,575,727	5,570,000	5,225,463	1,920,264	344,537
22	Water	2,875,264	6,310,537	6,293,949	2,891,852	16,588
	Total All Budgeted Funds	$ 19,917,088	$ 55,421,281	$ 55,012,731	$ 20,325,638	$ 408,550

CITY OF MUSKEGON
GENERAL FUND

HISTORICAL SUMMARY

Year	Revenues & Transfers In	Expenditures & Transfers Out	Fund Balance at Year-End
2000	$ 23,685,516	$ 22,232,657	$ 2,951,734
2001	23,446,611	23,235,978	3,162,367
2002	23,617,163	23,971,534	2,807,996
2003	23,328,756	23,705,334	2,431,418
2004	23,401,793	23,388,019	2,445,192
2005	23,732,641	23,658,227	2,519,606
2006	24,669,210	24,498,776	2,690,040
2007	25,031,403	24,800,810	2,920,633
2008	25,563,632	26,100,539	2,383,726
2009	24,105,019	24,850,082	1,638,663
2010*	16,142,871	11,743,025	6,038,509

Fiscal 2010-11 Budget Summary

FUND BALANCE AT START OF YEAR			$ 6,038,509
MEANS OF FINANCING:			
	Taxes	14,720,879	62.7%
	Licenses and Permits	1,036,500	4.4%
	Federal Grants	77,713	0.3%
	State Grants	28,000	0.1%
	State Shared Revenue	3,774,813	16.1%
	Other Charges	2,442,492	10.4%
	Interest & Rentals	295,761	1.3%
	Fines and Fees	512,000	2.2%
	Other Revenue	469,034	2.0%
	Other Financing Sources	125,000	0.5%
		23,482,192	100.0%
ESTIMATED REQUIREMENTS:			
	Customer Value Added Activities	18,028,305	76.7%
	Business Value Added Activities	4,196,358	17.9%
	Fixed Budget Items	1,276,991	5.4%
		23,501,654	100.0%
ESTIMATED FUND BALANCE AT END OF YEAR			$ 6,019,047
OPERATING DEFICIT (USE OF FUND BALANCE)			$ (19,462)

**** Six-month transition period***

City of Muskegon
Quarterly Budget Reforecast - General Fund

	Actual 2008	Actual 2009	Actual 2010 Stub Year (Unaudited)	Original Budget Estimate 2010-11	Actual 2010-11 (Thru August)	Reforecast Budget Estimate 2010-11
Available Fund Balance - BOY	$ 2,920,633	$ 2,383,726	$ 1,638,663	$ 3,460,030	$ 5,896,766	$ 6,038,509
Taxes						
City income tax	$ 7,694,780	$ 6,482,290	$ 3,368,057	$ 6,000,000	$ 1,006,436	**$ 6,000,000**
Property taxes - general	5,935,022	6,095,132	6,438,438	6,598,476	-	**6,598,476**
Property taxes - sanitation	1,731,623	1,787,193	1,489,136	1,736,443	-	**1,736,443**
Industrial facilities taxes	276,203	216,962	468,369	89,960	-	**89,960**
Industrial facilities tax termination	-	-	-	200,000	-	**200,000**
Payments in lieu of taxes	91,225	91,435	91,181	91,000	-	**91,000**
Delinquent chargeback collected	6	-	-	5,000	-	**5,000**
	$ 15,728,859	$ 14,673,012	$ 11,855,181	$ 14,720,879	$ 1,006,436	**$ 14,720,879**
Licenses and permits						
Business licenses	$ 32,314	$ 31,573	$ 25,934	$ 32,500	$ 3,255	**$ 32,500**
Liquor licenses	38,957	54,235	9,945	37,000	29,009	**37,000**
Temporary Liquor licenses	-	-	12,794	10,000	3,120	**15,000**
Cable TV franchise fees	304,812	321,852	178,239	320,000	-	**320,000**
Rental property registration	61,600	112,110	47,367	100,000	49,010	**100,000**
Property Maintenance Inspection Fees	-	-	-	-	-	**-**
Burial permits	86,515	105,616	39,624	110,000	11,725	**110,000**
Building permits	353,042	232,797	135,155	225,000	49,239	**225,000**
Electrical permits	98,914	73,940	43,576	85,000	15,892	**85,000**
Plumbing permits	41,711	28,966	20,254	35,000	4,285	**35,000**
Mechanical permits	68,002	45,452	26,204	50,000	10,236	**50,000**
Franchise fees	-	-	-	-	-	**-**
Cat licenses	3,315	2,390	-	-	-	**-**
Vacant building	-	23,750	45,070	27,000	6,900	**27,000**
Police gun registration	5	-	-	-	-	**-**
	$ 1,089,187	$ 1,032,681	$ 584,162	$ 1,031,500	$ 182,671	**$ 1,036,500**
Federal grants						
Federal operational grant	$ 40,622	$ 64,613	$ 122,965	$ 77,713	$ 22,222	**$ 77,713**
Federal grant - energy project	-	-	-	-	-	**-**
	$ 40,622	$ 64,613	$ 122,965	$ 77,713	$ 22,222	**$ 77,713**
State grants						
Act 302 police training grant	$ 17,702	$ 16,363	$ 7,805	$ 18,000	$ -	**$ 18,000**
State operational grant	10,000	-	-	10,000	-	**10,000**
	$ 27,702	$ 16,363	$ 7,805	$ 28,000	$ -	**$ 28,000**
State shared revenue						
State sales tax - Constitutional	$ 2,641,035	$ 2,372,443	$ 1,189,635	$ 2,323,733	$ -	**$ 2,323,733**
State sales tax - Statutory	1,846,663	1,469,479	642,431	1,451,080	-	**1,451,080**
	$ 4,487,698	$ 3,841,922	$ 1,832,066	$ 3,774,813	$ -	**$ 3,774,813**

City of Muskegon
Quarterly Budget Reforecast - General Fund

	Actual 2008	Actual 2009	Actual 2010 Stub Year (Unaudited)	Original Budget Estimate 2010-11	Actual 2010-11 (Thru August)	Reforecast Budget Estimate 2010-11
Other charges for sales and services						
Tax administration fees	$ 315,261	$ 301,784	$ 194,131	$ 298,300	$ -	**$ 298,300**
Utility administration fees	180,000	200,000	110,000	225,000	37,500	**225,000**
Reimbursement for elections	12,006	14,409	79	-	37	**-**
Reimbursement for school police officer	16,012	20,456	13,361	19,000	675	**19,000**
Indirect cost reimbursement	1,021,500	1,140,720	582,084	1,152,992	190,670	**1,152,992**
Site-plan review fee	4,245	3,400	1,500	4,000	700	**4,000**
Sale of cemetery lots	20,307	24,095	11,744	25,000	2,437	**25,000**
Sale of columbarium niches	927	800	1,170	2,400	150	**2,400**
Police miscellaneous	81,243	82,882	17,930	80,000	104,201	**80,000**
Police impound fees	39,375	43,629	23,300	40,000	5,500	**40,000**
Landlord's alert fee	290	175	155	300	-	**300**
Fire protection-state property	127,590	110,079	35,212	80,000	-	**80,000**
Zoning fees	8,360	5,697	3,290	8,000	830	**8,000**
Clerk fees	5,550	1,098	197	3,500	291	**3,500**
Clerk - passport fees	7,830	3,827	3,555	5,000	875	**5,000**
Tax abatement application fees	11,711	2,211	-	10,000	56	**10,000**
Lien Look-ups	-	-	12,920	40,000	2,030	**40,000**
Treasurer fees	43,279	61,033	49,603	50,000	1,351	**50,000**
False alarm fees	10,415	10,500	6,125	10,000	3,090	**10,000**
Miscellaneous cemetery income	19,282	18,108	6,571	22,000	4,371	**22,000**
Senior transit program fees	10,149	9,572	5,082	9,000	1,482	**9,000**
Fire miscellaneous	14,700	1,889	560	3,000	95	**3,000**
Sanitation stickers	81,702	83,254	38,809	80,000	10,948	**80,000**
Lot cleanup fees (trash)	63,733	42,244	18,348	70,000	11,327	**70,000**
Reimbursements for mowing and demolitions	85,905	59,447	20,102	70,000	9,482	**70,000**
Special events reimbursements	15,278	164,966	30,546	100,000	23,925	**100,000**
Recreation program fees	42,959	50,642	19,753	35,000	2,868	**35,000**
	$ 2,239,609	$ 2,456,917	$ 1,206,127	$ 2,442,492	$ 414,891	**$ 2,442,492**
Interest and rental income						
Interest	$ 374,525	$ 47,180	$ (2,349)	$ 50,000	$ 8,180	**$ 50,000**
Procurement Card Rebate	35,043	34,883	-	34,000	-	**34,000**
Fire Station Lease - Central Dispatch	45,450	44,166	20,879	42,000	5,732	**42,000**
Naval Musem Property Rental	-	4,958	-	15,000	1,250	**15,000**
Flea market	27,880	27,262	11,346	29,000	9,262	**29,000**
Farmers market	39,519	41,629	18,484	35,000	17,989	**35,000**
City hall rental	-	-	1,200	7,200	1,200	**7,200**
City right of way rental	6,800	6,881	6,800	8,561	-	**8,561**
Advertising revenue	123	250	-	-	-	**-**
Parking rentals	2,800	1,400	-	-	-	**-**
McGraft park rentals	39,043	61,585	13,844	45,000	1,080	**45,000**
Other park rentals	33,795	35,330	22,133	30,000	3,945	**30,000**
	$ 604,978	$ 305,524	$ 92,337	$ 295,761	$ 48,638	**$ 295,761**

City of Muskegon
Quarterly Budget Reforecast - General Fund

	Actual 2008	Actual 2009	Actual 2010 Stub Year (Unaudited)	Original Budget Estimate 2010-11	Actual 2010-11 (Thru August)	Reforecast Budget Estimate 2010-11
Fines and fees						
Income tax - penalty and interest	$ 284,629	$ 219,490	$ 109,441	$ 200,000	$ 14,875	**$ 200,000**
Late fees on current taxes	28,158	36,585	42,766	40,000	-	**40,000**
Interest on late invoices	1,774	1,717	247	2,000	159	**2,000**
Parking fines	90,360	111,022	71,160	100,000	11,068	**100,000**
Court fines	154,765	154,801	72,929	170,000	(118)	**170,000**
	$ 559,686	$ 523,615	$ 296,543	$ 512,000	$ 25,984	**$ 512,000**
Other revenue						
Sale of land and assets	$ 14,488	$ -	$ 500	$ 1,000	$ -	**$ 1,000**
Police sale and auction proceeds	277	503	1,823	-	-	**-**
CDBG program reimbursements	329,756	386,164	48,030	393,534	-	**393,534**
Sanitation reimbursements	-	-	43,030	-	-	**-**
Contributions	50,224	21,561	19,740	11,000	-	**11,000**
Contributions - Veteran's Park Maintenance	15,399	15,757	-	18,500	-	**18,500**
Fisherman's Landing Repayment	15,066	-	-	14,500	-	**14,500**
Darl & Kathleen Staley Trust	-	-	-	3,000	-	**3,000**
Muskegon County Community Foundation	37,543	7,920	2,394	1,500	-	**1,500**
Miscellaneous reimbursements	-	-	-	1,000	-	**1,000**
Miscellaneous and sundry	28,635	65,352	2,981	25,000	428	**25,000**
	$ 491,388	$ 497,257	$ 118,498	$ 469,034	$ 428	**$ 469,034**
Other financing sources						
Operating transfers in						
Cemetery Perpetual Care	$ 57,631	$ 55,024	$ 2,187	$ 50,000	$ 2,188	**$ 50,000**
PIF (PY Fisherman's Landing Payments)	50,000		-	-	-	**-**
General Insurance Fund	136,272	77,744	-	-	-	**-**
LDFA Fund	-	347	-	-	-	**-**
Budget Stabilization Fund	-	500,000	-	-	-	**-**
State Grants Fund	-	-	-	-	-	**-**
TIFA Fund (Arena Operations)	50,000	60,000	25,000	75,000	12,500	**75,000**
	$ 293,903	$ 693,115	$ 27,187	$ 125,000	$ 14,688	**$ 125,000**
Total general fund revenues and other sources	$ 25,563,632	$ 24,105,019	$ 16,142,871	$ 23,477,192	$ 1,715,958	**$ 23,482,192**

Quarterly Budget Reforecast - General Fund
General Fund Expenditure Summary By Function

		Actual 2008	Actual 2009	Actual 2010 Stub Year (Unaudited)	Original Budget Estimate 2010-11	Actual 2010-11 (Thru August)	Actual As % of Revised	Reforecast Budget Estimate 2010-11
I. Customer Value Added Activities								
40301	**Police Department**							
5100	Salaries & BeneGits	$ 7,633,448	$ 7,703,295	$ 3,770,931	$ 8,072,306	$ 1,166,380	14%	**$ 8,072,306**
5200	Operating Supplies	95,149	121,778	28,819	115,024	5,817	5%	**115,024**
5300	Contractual Services	1,025,211	978,073	465,614	791,000	93,501	12%	**791,000**
5400	Other Expenses	25,580	21,617	4,773	20,000	128	1%	**20,000**
5700	Capital Outlays	26,233	10,539	19,632	15,000	4,895	33%	**15,000**
5900	Other Financing Uses	-	-	-	-	-	N/A	**-**
		$ 8,805,621	$ 8,835,302	$ 4,289,769	$ 9,013,330	$ 1,270,721	14%	**$ 9,013,330**
		$ 8,805,621	$ 8,835,302	$ 4,289,769	$ 9,013,330	$ 1,270,721	14%	**$ 9,013,330**
50336	**Fire Department**							
5100	Salaries & Benefits	$ 3,406,826	$ 3,463,760	$ 1,687,648	$ 3,137,567	$ 488,958	16%	**$ 3,137,567**
5200	Operating Supplies	139,937	72,590	37,904	96,500	3,826	4%	**96,500**
5300	Contractual Services	225,014	192,142	95,652	175,000	8,345	5%	**175,000**
5400	Other Expenses	7,622	4,274	1,751	8,500	-	0%	**8,500**
5700	Capital Outlays	57,206	61,563	37,389	50,361	8,609	17%	**50,361**
5900	Other Financing Uses	-	-	-	-	-	N/A	**-**
		$ 3,836,605	$ 3,794,329	$ 1,860,344	$ 3,467,928	$ 509,738	15%	**$ 3,467,928**
50387	**Fire Safety Inspections**							
5100	Salaries & Benefits	$ 890,135	$ 783,088	$ 319,970	$ 574,975	$ 90,168	16%	**$ 574,975**
5200	Operating Supplies	15,448	12,410	5,391	13,000	260	2%	**13,000**
5300	Contractual Services	107,928	131,033	44,782	105,040	6,156	6%	**105,040**
5400	Other Expenses	24,243	6,122	1,867	10,000	(3)	0%	**10,000**
5700	Capital Outlays	3,753	314	-	2,000	-	0%	**2,000**
5900	Other Financing Uses	-	-	-	-	-	N/A	**-**
		$ 1,041,507	$ 932,967	$ 372,010	$ 705,015	$ 96,581	14%	**$ 705,015**
		$ 4,878,112	$ 4,727,296	$ 2,232,354	$ 4,172,943	$ 606,319	15%	**$ 4,172,943**
60523	**General Sanitation**							
5100	Salaries & Benefits	$ 74,638	$ 79,617	$ 15,240	$ 26,931	$ 4,600	17%	**$ 26,931**
5200	Operating Supplies	74	-	-	-	-	N/A	**-**
5300	Contractual Services	1,554,230	1,545,222	774,346	1,603,347	3,092	0%	**1,603,347**
5400	Other Expenses	10	60	-	-	-	N/A	**-**
5700	Capital Outlays	-	-	-	-	-	N/A	**-**
5900	Other Financing Uses	-	-	100,000	200,000	33,333	17%	**200,000**
		$ 1,628,952	$ 1,624,899	$ 889,586	$ 1,830,278	$ 41,025	2%	**$ 1,830,278**
60528	**Recycling**							
5100	Salaries & Benefits	$ -	$ -	$ -	$ -	$ -	N/A	**$ -**
5200	Operating Supplies		9	-	-	-	N/A	**-**
5300	Contractual Services	164,568	92,775	-	-	-	N/A	**-**
5400	Other Expenses	-	-	-	-	-	N/A	**-**
5700	Capital Outlays	-	-	-	-	-	N/A	**-**
5900	Other Financing Uses	-	-	-	-	-	N/A	**-**
		$ 164,568	$ 92,784	$ -	$ -	$ -	N/A	**$ -**

Quarterly Budget Reforecast - General Fund
General Fund Expenditure Summary By Function

		Actual 2008	Actual 2009	Actual 2010 Stub Year (Unaudited)	Original Budget Estimate 2010-11	Actual 2010-11 (Thru August)	Actual As % of Revised	Reforecast Budget Estimate 2010-11
60550	**Stormwater Management**							
5100	Salaries & Benefits	$ -	$ -	$ -	$ -	$ -	N/A	**$ -**
5200	Operating Supplies	327	-	-	-	-	N/A	**-**
5300	Contractual Services	17,427	16,991	4,000	17,786	-	0%	**17,786**
5400	Other Expenses	-	-	-	-	-	N/A	**-**
5700	Capital Outlays	-	-	-	-	-	N/A	**-**
5900	Other Financing Uses	-	-	-	-	-	N/A	**-**
		$ 17,754	$ 16,991	$ 4,000	$ 17,786	$ -	0%	**$ 17,786**
60448	**Streetlighting**							
5100	Salaries & Benefits	$ -	$ -	$ -	$ -	$ -	N/A	**$ -**
5200	Operating Supplies	-	-	-	-	-	N/A	**-**
5300	Contractual Services	643,477	735,479	395,257	775,000	2,362	0%	**775,000**
5400	Other Expenses	-	-	-	-	-	N/A	**-**
5700	Capital Outlays	-	-	-	-	-	N/A	**-**
5900	Other Financing Uses	-	-	-	-	-	N/A	**-**
		$ 643,477	$ 735,479	$ 395,257	$ 775,000	$ 2,362	0%	**$ 775,000**
60707	**Senior Citizen Transit**							
5100	Salaries & Benefits	$ 50,001	$ 53,745	$ 26,539	$ 57,000	$ 8,005	14%	**$ 57,000**
5200	Operating Supplies	-	-	-	-	-	N/A	**-**
5300	Contractual Services	9,620	9,158	5,360	11,287	800	7%	**11,287**
5400	Other Expenses	-	-	-	-	-	N/A	**-**
5700	Capital Outlays	-	-	-	-	-	N/A	**-**
5900	Other Financing Uses	-	-	-	-	-	N/A	**-**
		$ 59,621	$ 62,903	$ 31,899	$ 68,287	$ 8,805	13%	**$ 68,287**
60446	**Community Event Support**							
5100	Salaries & Benefits	$ 19,636	$ 17,893	$ 9,362	$ 3,866	$ 3,964	103%	**$ 3,866**
5200	Operating Supplies	1,130	1,083	190	1,100	-	0%	**1,100**
5300	Contractual Services	11,579	21,620	5,008	12,500	3,749	30%	**12,500**
5400	Other Expenses	-	-	-	-	-	N/A	**-**
5700	Capital Outlays	-	-	-	-	-	N/A	**-**
5900	Other Financing Uses	-	-	-	-	-	N/A	**-**
		$ 32,345	$ 40,596	$ 14,560	$ 17,466	$ 7,713	44%	**$ 17,466**
70751	**Parks Maintenance**							
5100	Salaries & Benefits	$ 423,774	$ 398,357	$ 191,755	$ 380,685	$ 48,875	13%	**$ 380,685**
5200	Operating Supplies	146,487	109,813	23,213	128,900	1,770	1%	**128,900**
5300	Contractual Services	871,920	734,209	279,987	555,867	96,585	17%	**555,867**
5400	Other Expenses	283	1,010	175	-	-	N/A	**-**
5700	Capital Outlays	12,575	21,043	-	11,000	-	0%	**11,000**
5900	Other Financing Uses	-	-	-	-	-	N/A	**-**
		$ 1,455,039	$ 1,264,432	$ 495,130	$ 1,076,452	$ 147,230	14%	**$ 1,076,452**

Quarterly Budget Reforecast - General Fund
General Fund Expenditure Summary By Function

		Actual 2008	Actual 2009	Actual 2010 Stub Year (Unaudited)	Original Budget Estimate 2010-11	Actual 2010-11 (Thru August)	Actual As % of Revised	Reforecast Budget Estimate 2010-11
70757	**Mc Graft Park Maintenance**							
5100	Salaries & Benefits	$ 5,770	$ 7,073	$ 4,674	$ 6,692	$ 1,201	18%	**$ 6,692**
5200	Operating Supplies	2,407	1,922	1,130	1,600	-	0%	**1,600**
5300	Contractual Services	49,956	56,527	8,593	45,905	13,931	30%	**45,905**
5400	Other Expenses	-	-	-	-	-	N/A	**-**
5700	Capital Outlays	-	-	-	-	-	N/A	**-**
5900	Other Financing Uses	-	-	-	-	-	N/A	**-**
		$ 58,133	$ 65,522	$ 14,397	$ 54,197	$ 15,132	28%	**$ 54,197**
70276	**Cemeteries Maintenance**							
5100	Salaries & Benefits	$ 204,063	$ 194,944	$ 87,040	$ 156,229	$ 19,596	13%	**$ 156,229**
5200	Operating Supplies	5,126	8,113	569	6,750	1,074	16%	**6,750**
5300	Contractual Services	279,623	270,468	96,313	210,736	32,330	15%	**210,736**
5400	Other Expenses	23	-	-	-	-	N/A	**-**
5700	Capital Outlays	9,515	8,827	72	10,500	-	0%	**10,500**
5900	Other Financing Uses	-	-	-	-	-	N/A	**-**
		$ 498,350	$ 482,352	$ 183,994	$ 384,215	$ 53,000	14%	**$ 384,215**
70585	**Parking Operations**							
5100	Salaries & Benefits	$ 1,564	$ 759	$ 501	$ -	$ -	N/A	**$ -**
5200	Operating Supplies	109	-	-	-	-	N/A	**-**
5300	Contractual Services	3,758	4,357	1,944	3,000	198	7%	**3,000**
5400	Other Expenses	-	-	-	-	-	N/A	**-**
5700	Capital Outlays	-	-	-	-	-	N/A	**-**
5900	Other Financing Uses	-	-	-	-	-	N/A	**-**
		$ 5,431	$ 5,116	$ 2,445	$ 3,000	$ 198	7%	**$ 3,000**
70357	**Graffiti Removal**							
5100	Salaries & Benefits	$ -	$ 357	$ 1,445	$ -	$ 593	N/A	**$ -**
5200	Operating Supplies	2,143	178	618	1,000	-	0%	**1,000**
5300	Contractual Services	1,797	-	391	3,861	30	1%	**3,861**
5400	Other Expenses	-	-	-	-	-	N/A	**-**
5700	Capital Outlays	-	-	-	-	-	N/A	**-**
5900	Other Financing Uses	-	-	-	-	-	N/A	**-**
		$ 3,940	$ 535	$ 2,454	$ 4,861	$ 623	13%	**$ 4,861**
70863	**Farmers' Market & Flea Market**							
5100	Salaries & Benefits	$ 17,337	$ 19,680	$ 7,850	$ 22,292	$ 4,301	19%	**$ 22,292**
5200	Operating Supplies	2,904	2,802	2,085	1,200	22	2%	**1,200**
5300	Contractual Services	23,569	26,923	8,181	25,600	3,870	15%	**25,600**
5400	Other Expenses	75	35	50	150	-	0%	**150**
5700	Capital Outlays	-	546	1,326	3,000	-	0%	**3,000**
5900	Other Financing Uses	-	-	-	-	-	N/A	**-**
		$ 43,885	$ 49,986	$ 19,492	$ 52,242	$ 8,193	16%	**$ 52,242**
		$ 4,611,495	$ 4,441,595	$ 2,053,214	$ 4,283,784	$ 284,281	7%	**$ 4,283,784**

Quarterly Budget Reforecast - General Fund
General Fund Expenditure Summary By Function

		Actual 2008	Actual 2009	Actual 2010 Stub Year (Unaudited)	Original Budget Estimate 2010-11	Actual 2010-11 (Thru August)	Actual As % of Revised	Reforecast Budget Estimate 2010-11
70775	**General Recreation**							
5100	Salaries & Benefits	$ 126,835	$ 132,485	$ 57,201	$ -	$ 10,593	N/A	**$ -**
5200	Operating Supplies	29,715	12,989	4,816	-	99	N/A	**-**
5300	Contractual Services	153,665	177,912	26,070	75,000	3,800	5%	**75,000**
5400	Other Expenses	1,479	1,730	708	-	-	N/A	**-**
5700	Capital Outlays	2,348	-	-	-	-	N/A	**-**
5900	Other Financing Uses	-	-	-	-	-	N/A	**-**
		$ 314,042	$ 325,116	$ 88,795	$ 75,000	$ 14,492	19%	**$ 75,000**
80387	**Environmental Services**							
5100	Salaries & Benefits	$ 132,228	$ 138,594	$ 69,234	$ 150,114	$ 20,090	13%	**$ 150,114**
5200	Operating Supplies	9,998	7,008	4,905	7,200	-	0%	**7,200**
5300	Contractual Services	260,853	157,577	89,930	156,610	60,099	38%	**156,610**
5400	Other Expenses	40	-	-	500	-	0%	**500**
5700	Capital Outlays	267	2,904	2,051	3,000	-	0%	**3,000**
5900	Other Financing Uses	-	-	-	-	-	N/A	**-**
		$ 403,386	$ 306,083	$ 166,120	$ 317,424	$ 80,189	25%	**$ 317,424**
		$ 717,428	$ 631,199	$ 254,915	$ 392,424	$ 94,681	24%	**$ 392,424**
10875	**Other - Contributions to Outside Agencies**							
	Muskegon Area Transit (MATS)	$ 80,164	$ 80,164	$ 40,082	$ 80,164	$ 32,432	40%	**$ 80,164**
	Neighborhood Association Grants	19,252	20,966	20,803	21,000	-	0%	**21,000**
	Muskegon Area First	45,660	45,568	17,784	45,660	-	0%	**45,660**
	Veterans Memorial Day Costs	6,827	6,886	7,357	7,000	-	0%	**7,000**
	Great Lakes Water	-	-	-	-	-	N/A	**-**
	Mainstreet	-	10,000	5,000	5,000	-	0%	**5,000**
	Lakeside Business District	2,500	2,500	2,500	2,500	-	0%	**2,500**
	211 Service	2,500	2,500	2,500	2,500	-	0%	**2,500**
	Gypsy Moth Program	-	15,250	-	-	-	N/A	**-**
	MLK Diversity Program	1,000	1,000	1,000	1,000	-	0%	**1,000**
	Muskegon Area Labor Management (MALMC)	1,000	1,000	1,000	1,000	-	0%	**1,000**
	Muskegon County and Humane Society - Feral Cats	27,250	27,647	-	-	-	N/A	**-**
	Other	-		-	-	-	N/A	**-**
	Contributions To Outside Agencies	$ 186,153	$ 213,481	$ 98,026	$ 165,824	$ 32,432	20%	**$ 165,824**
		$ 186,153	$ 213,481	$ 98,026	$ 165,824	$ 32,432	20%	**$ 165,824**
	Total Customer Value Added Activities	$ 19,198,809	$ 18,848,873	$ 8,928,278	$ 18,028,305	$ 2,288,434	13%	**$ 18,028,305**
	As a Percent of Total General Fund Expenditures	**73.6%**	**75.9%**	**76.0%**	**76.8%**	**80.0%**		**76.7%**

Quarterly Budget Reforecast - General Fund
General Fund Expenditure Summary By Function

		Actual 2008	Actual 2009	Actual 2010 Stub Year (Unaudited)	Original Budget Estimate 2010-11	Actual 2010-11 (Thru August)	Actual As % of Revised	Reforecast Budget Estimate 2010-11
II. Business Value Added Activities								
10101	**City Commission**							
5100	Salaries & Benefits	$ 66,313	$ 64,304	$ 33,837	$ 66,239	$ 9,213	14%	**$ 66,239**
5200	Operating Supplies	15,037	15,483	8,205	8,500	3	0%	**8,500**
5300	Contractual Services	1,741	1,654	1,407	1,800	238	13%	**1,800**
5400	Other Expenses	2,604	1,785	675	2,000	-	0%	**2,000**
5700	Capital Outlays	1,082	1,200	600	1,200	200	17%	**1,200**
5900	Other Financing Uses	-	-	-	-	-	N/A	**-**
		$ 86,777	$ 84,426	$ 44,724	$ 79,739	$ 9,654	12%	**$ 79,739**
10102	**City Promotions & Public Relations**							
5100	Salaries & Benefits	$ -	$ -	$ -	$ -	$ -	N/A	**$ -**
5200	Operating Supplies	455	594	163	200	-	0%	**200**
5300	Contractual Services	7,727	10,513	2,881	11,150	-	0%	**11,150**
5400	Other Expenses	-	-	-	-	-	N/A	**-**
5700	Capital Outlays	-	-	-	-	-	N/A	**-**
5900	Other Financing Uses	-	-	-	-	-	N/A	**-**
		$ 8,182	$ 11,107	$ 3,044	$ 11,350	$ -	0%	**$ 11,350**
10172	**City Manager**							
5100	Salaries & Benefits	$ 221,512	$ 257,523	$ 136,667	$ 262,195	$ 36,292	14%	**$ 262,195**
5200	Operating Supplies	1,478	1,566	1,086	2,500	-	0%	**2,500**
5300	Contractual Services	1,463	6,304	4,873	7,500	457	6%	**7,500**
5400	Other Expenses	638	630	252	1,750	-	0%	**1,750**
5700	Capital Outlays	473	-	-	1,000	-	0%	**1,000**
5900	Other Financing Uses	-	-	-	-	-	N/A	**-**
		$ 225,564	$ 266,023	$ 142,878	$ 274,945	$ 36,749	13%	**$ 274,945**
10145	**City Attorney**							
5100	Salaries & Benefits	$ -	$ -	$ -	$ -	$ -	N/A	**$ -**
5200	Operating Supplies	808	808	808	2,000	-	0%	**2,000**
5300	Contractual Services	479,745	348,078	159,223	320,508	22,000	7%	**320,508**
5400	Other Expenses	-	-	-	-	-	N/A	**-**
5700	Capital Outlays	-	-	-	-	-	N/A	**-**
5900	Other Financing Uses	-	-	-	-	-	N/A	**-**
		$ 480,553	$ 348,886	$ 160,031	$ 322,508	$ 22,000	7%	**$ 322,508**
		$ 801,076	$ 710,442	$ 350,677	$ 688,542	$ 68,403	10%	**$ 688,542**
20173	**Administration**							
5100	Salaries & Benefits	$ 31,721	$ -	$ -	$ -	$ -	N/A	**$ -**
5200	Operating Supplies	36	-	-	-	-	N/A	**-**
5300	Contractual Services	6,329	-	-	-	-	N/A	**-**
5400	Other Expenses	70	-	-	-	-	N/A	**-**
5700	Capital Outlays	516	-	-	-	-	N/A	**-**
5900	Other Financing Uses	-	-	-	-	-	N/A	**-**
		$ 38,672	$ -	$ -	$ -	$ -	N/A	**$ -**

Quarterly Budget Reforecast - General Fund
General Fund Expenditure Summary By Function

		Actual 2008	Actual 2009	Actual 2010 Stub Year (Unaudited)	Original Budget Estimate 2010-11	Actual 2010-11 (Thru August)	Actual As % of Revised	Reforecast Budget Estimate 2010-11
20228	**Affirmative Action**							
5100	Salaries & Benefits	$ 75,308	$ 78,069	$ 39,129	$ 80,207	$ 11,529	14%	**$ 80,207**
5200	Operating Supplies	588	446	169	750	-	0%	**750**
5300	Contractual Services	1,705	1,279	660	2,027	(35)	-2%	**2,027**
5400	Other Expenses	707	1,336	-	1,000	-	0%	**1,000**
5700	Capital Outlays	1,625	-	-	500	-	0%	**500**
5900	Other Financing Uses	-	-	-	-	-	N/A	**-**
		$ 79,933	$ 81,130	$ 39,958	$ 84,484	$ 11,494	14%	**$ 84,484**
20744	**Julia Hackley Internships**							
5100	Salaries & Benefits	$ 7,988	$ 2,797	$ -	$ -	$ -	N/A	**$ -**
5200	Operating Supplies	-	-	-	-	-	N/A	**-**
5300	Contractual Services	-	-	-	-	-	N/A	**-**
5400	Other Expenses	-	64	-	-	-	N/A	**-**
5700	Capital Outlays	-	-	-	-	-	N/A	**-**
5900	Other Financing Uses	-	-	-	-	-	N/A	**-**
		$ 7,988	$ 2,861	$ -	$ -	$ -	N/A	**$ -**
20215	**City Clerk & Elections**							
5100	Salaries & Benefits	$ 272,252	$ 234,233	$ 103,016	$ 256,175	$ 41,812	16%	**$ 256,175**
5200	Operating Supplies	22,953	18,880	8,815	30,622	1,607	5%	**30,622**
5300	Contractual Services	19,741	21,333	9,938	15,750	4,613	29%	**15,750**
5400	Other Expenses	3,580	283	1,113	1,500	14	1%	**1,500**
5700	Capital Outlays	1,022	1,009	866	1,200	-	0%	**4,500**
5900	Other Financing Uses	-	-	-	-	-	N/A	**-**
		$ 319,548	$ 275,738	$ 123,748	$ 305,247	$ 48,046	16%	**$ 308,547**
20220	**Civil Service**							
5100	Salaries & Benefits	$ 153,656	$ 164,928	$ 85,667	$ 60,000	$ 19,055	32%	**$ 60,000**
5200	Operating Supplies	5,554	7,461	1,099	5,900	-	0%	**5,900**
5300	Contractual Services	22,246	14,258	3,425	16,223	480	3%	**16,223**
5400	Other Expenses	4,029	3,457	697	4,000	-	0%	**4,000**
5700	Capital Outlays	888	-	572	1,000	-	0%	**1,000**
5900	Other Financing Uses	-	-	-	-	-	N/A	**-**
		$ 186,373	$ 190,104	$ 91,460	$ 87,123	$ 19,535	22%	**$ 87,123**
		$ 632,514	$ 549,833	$ 255,166	$ 476,854	$ 79,075	17%	**$ 480,154**
30202	**Finance Administration**							
5100	Salaries & Benefits	$ 352,627	$ 359,141	$ 172,829	$ 324,630	$ 47,450	15%	**$ 324,630**
5200	Operating Supplies	5,009	3,792	1,392	4,700	-	0%	**4,700**
5300	Contractual Services	83,921	88,098	59,515	66,275	7,942	12%	**66,275**
5400	Other Expenses	2,442	393	65	1,000	-	0%	**1,000**
5700	Capital Outlays	1,661	342	51	3,000	-	0%	**3,000**
5900	Other Financing Uses	-	-	-	-	-	N/A	**-**
		$ 445,660	$ 451,766	$ 233,852	$ 399,605	$ 55,392	14%	**$ 399,605**

Quarterly Budget Reforecast - General Fund
General Fund Expenditure Summary By Function

		Actual 2008	Actual 2009	Actual 2010 Stub Year (Unaudited)	Original Budget Estimate 2010-11	Actual 2010-11 (Thru August)	Actual As % of Revised	Reforecast Budget Estimate 2010-11
30209	**Assessing Services**							
5100	Salaries & Benefits	$ 6,345	$ 6,044	$ 2,423	$ 6,423	$ 410	6%	**$ 6,423**
5200	Operating Supplies	-	-	-	-	-	N/A	**-**
5300	Contractual Services	463,935	461,810	237,713	459,300	-	0%	**459,300**
5400	Other Expenses	-	-	-	-	-	N/A	**-**
5700	Capital Outlays	-	-	-	-	-	N/A	**-**
5900	Other Financing Uses	-	-	-	-	-	N/A	**-**
		$ 470,280	$ 467,854	$ 240,136	$ 465,723	$ 410	0%	**$ 465,723**
30805	**Arena Administration**							
5100	Salaries & Benefits	$ -	$ -	$ -	$ -	$ -	N/A	**$ -**
5200	Operating Supplies	-	-	-	-	-	N/A	**-**
5300	Contractual Services	239,815	252,540	101,867	235,000	66,000	28%	**235,000**
5400	Other Expenses	3	-	-	-	-	N/A	**-**
5700	Capital Outlays	1,784	1,722	-	-	-	N/A	**-**
5900	Other Financing Uses	-	-	-	-	-	N/A	**-**
		$ 241,602	$ 254,262	$ 101,867	$ 235,000	$ 66,000	28%	**$ 235,000**
30205	**Income Tax Administration**							
5100	Salaries & Benefits	$ 306,084	$ 324,128	$ 167,338	$ 339,048	$ 48,206	14%	**$ 339,048**
5200	Operating Supplies	17,997	13,145	9,250	17,260	-	0%	**17,260**
5300	Contractual Services	77,878	67,536	41,158	66,636	7,318	11%	**66,636**
5400	Other Expenses	743	373	75	800	-	0%	**800**
5700	Capital Outlays	1,606	-	-	1,500	-	0%	**1,500**
5900	Other Financing Uses	-	-	-	-	-	N/A	**-**
		$ 404,308	$ 405,182	$ 217,821	$ 425,244	$ 55,524	13%	**$ 425,244**
30253	**City Treasurer**							
5100	Salaries & Benefits	$ 279,040	$ 310,062	$ 160,099	$ 321,707	$ 45,372	14%	**$ 321,707**
5200	Operating Supplies	35,237	44,604	32,047	50,000	5,568	11%	**50,000**
5300	Contractual Services	72,557	91,798	58,329	85,000	8,197	10%	**85,000**
5400	Other Expenses	368	239	462	1,500	3	0%	**1,500**
5700	Capital Outlays	2,016	157	-	2,921	-	0%	**2,921**
5900	Other Financing Uses	-	-	-	-	-	N/A	**-**
		$ 389,218	$ 446,860	$ 250,937	$ 461,128	$ 59,140	13%	**$ 461,128**
30248	**Information Systems Administration**							
5100	Salaries & Benefits	$ 269,070	$ 283,469	$ 148,629	$ 290,915	$ 40,719	14%	**$ 290,915**
5200	Operating Supplies	500	647	-	6,302	-	0%	**6,302**
5300	Contractual Services	54,730	54,143	35,595	67,093	484	1%	**67,093**
5400	Other Expenses	8,976	3,160	149	3,000	-	0%	**3,000**
5700	Capital Outlays	14,486	39,280	12,443	27,040	-	0%	**27,040**
5900	Other Financing Uses	-	-	-	-	-	N/A	**-**
		$ 347,762	$ 380,699	$ 196,816	$ 394,350	$ 41,203	10%	**$ 394,350**
		$ 2,298,830	$ 2,406,623	$ 1,241,429	$ 2,381,050	$ 277,669	12%	**$ 2,381,050**

Quarterly Budget Reforecast - General Fund
General Fund Expenditure Summary By Function

		Actual 2008	Actual 2009	Actual 2010 Stub Year (Unaudited)	Original Budget Estimate 2010-11	Actual 2010-11 (Thru August)	Actual As % of Revised	Reforecast Budget Estimate 2010-11
60265	**City Hall Maintenance**							
5100	Salaries & Benefits	$ 73,368	$ 74,228	$ 37,746	$ 28,732	$ 5,213	18%	**$ 28,732**
5200	Operating Supplies	19,138	12,899	5,110	15,000	154	1%	**15,000**
5300	Contractual Services	187,421	199,731	93,479	226,115	7,469	3%	**226,115**
5400	Other Expenses	-	-	-	-	-	N/A	**-**
5700	Capital Outlays	4,532	-	100	-	967	N/A	**-**
5900	Other Financing Uses	-	-	-	-	-	N/A	**-**
		$ 284,459	$ 286,858	$ 136,435	$ 269,847	$ 13,803	5%	**$ 269,847**
		$ 284,459	$ 286,858	$ 136,435	$ 269,847	$ 13,803	5%	**$ 269,847**
80400	**Planning, Zoning and Economic Development**							
5100	Salaries & Benefits	$ 455,659	$ 480,298	$ 183,633	$ 345,865	$ 48,342	14%	**$ 345,865**
5200	Operating Supplies	6,062	3,931	1,525	4,600	60	1%	**4,600**
5300	Contractual Services	57,353	27,692	17,389	20,300	1,040	5%	**20,300**
5400	Other Expenses	2,767	1,891	867	4,000	79	2%	**4,000**
5700	Capital Outlays	2,086	-	-	2,000	-	0%	**2,000**
5900	Other Financing Uses	-	-	-	-	-	N/A	**-**
		$ 523,927	$ 513,812	$ 203,414	$ 376,765	$ 49,521	13%	**$ 376,765**
		$ 523,927	$ 513,812	$ 203,414	$ 376,765	$ 49,521	13%	**$ 376,765**
	Total Business Value Added Activities	$ 4,540,806	$ 4,467,568	$ 2,187,121	$ 4,193,058	$ 488,471	12%	**$ 4,196,358**
	As a Percent of Total General Fund Expenditures	**17.4%**	**18.0%**	**18.6%**	**17.9%**	**17.1%**		**17.9%**

Quarterly Budget Reforecast - General Fund
General Fund Expenditure Summary By Function

		Actual 2008	Actual 2009	Actual 2010 Stub Year (Unaudited)	Original Budget Estimate 2010-11	Actual 2010-11 (Thru August)	Actual As % of Revised	Reforecast Budget Estimate 2010-11
	III. Fixed Budget Items							
30999	**Transfers To Other Funds**							
	Major Street Fund	$ 200,000	$ -	$ -	$ -	$ -	N/A	**$ -**
	Local Street Fund	480,000	510,000	140,000	280,000	46,667	17%	**280,000**
	Budget Stabilization Fund	250,000	-	-	-	-	N/A	**-**
	Tax Appeal Reserve	-	-	-	-	-	N/A	**-**
	Public Improvement Fund (Fire Equipment Reserve)	150,000	-	-	-	-	N/A	**-**
	State Grants Fund (Grant Matches)	-	-	-	-	-	N/A	**-**
	Marina	40,000	-	-	-	-	N/A	**-**
	Sidewalk	150,000	-	-	-	-	N/A	**-**
	LDFA Debt Service Fund (Smartzone)	150,000	120,000	50,000	100,000	16,667	17%	**100,000**
	General Insurance	28,046	28,046	14,023	28,046	4,674	17%	**28,046**
		$ 1,448,046	$ 658,046	$ 204,023	$ 408,046	$ 68,008	17%	**$ 408,046**
30851	**General Insurance**	$ 386,191	$ 311,636	$ 133,527	$ 300,000	$ -	0%	**$ 300,000**
30906	**Debt Retirement**	275,833	270,064	109,174	293,945	-	0%	**293,945**
10891	**Contingency and Bad Debt Expense**	76,100	126,656	68,523	250,000	-	0%	**250,000**
90000	**Major Capital Improvements**	174,754	167,239	112,379	-	15,567	N/A	**25,000**
	Total Fixed-Budget Items	$ 2,360,924	$ 1,533,641	$ 627,626	$ 1,251,991	$ 83,575	7%	**$ 1,276,991**
	As a Percent of Total General Fund Expenditures	**9.0%**	**6.2%**	**5.3%**	**5.3%**	**2.9%**		**5.4%**
	Total General Fund	$ 26,100,539	$ 24,850,082	$ 11,743,025	$ 23,473,354	$ 2,860,480	12%	**$ 23,501,654**

Recap: Total General Fund By Expenditure Object

5100	Salaries & Benefits	$ 15,557,198	$ 15,632,871	$ 7,520,403	$ 14,970,793	$ 2,220,937	15%	$ 14,970,793
5200	Operating Supplies	581,806	474,951	179,309	520,608	20,260	4%	520,608
5300	Contractual Services	7,830,946	7,449,006	3,428,956	6,884,040	487,483	7%	6,884,040
5400	Other Expenses	86,282	48,459	13,679	59,700	221	0%	59,700
5700	Capital Outlays	320,428	316,685	187,481	136,222	30,238	22%	164,522
5900	All Other Financing Uses	1,723,879	928,110	413,197	901,991	101,341	11%	901,991
	Total General Fund	$ 26,100,539	$ 24,850,082	$ 11,743,025	$ 23,473,354	$ 2,860,480	12%	**$ 23,501,654**

City of Muskegon

Quarterly Budget Reforecast - Other Funds

		Actual 2008	Actual 2009	Actual 2010 Stub Year (Unaudited)	Original Budget 2010-11	Actual 2010-11 (Thru August)	Actual As % of Revised	Reforecast Budget Estimate 2010-11	Comments
202	**Major Streets and State Trunklines Fund**								
	Available Fund Balance - BOY	$ 1,169,135	$ 284,912	$ 272,846	**$ 209,791**	**$ 359,157**		**$ 359,157**	
	Means of Financing								
	Special assessments	$ 248,582	$ 233,007	$ 10,818	**$ 200,000**	**$ -**		**$ 200,000**	
	Federal & state grants	2,100,723	1,593,425	9,443	**2,592,000**	**70,895**		**3,200,000**	
	State shared revenue	2,564,204	2,558,600	1,280,364	**2,686,841**	**-**		**2,686,841**	
	Interest income	70,691	50,177	44,302	**25,000**	**99**		**25,000**	
	Operating transfers in	200,000	200,000	-	**-**	**-**		**-**	
	Other	87,620	45,384	8,353	**2,040,000**	**7,398**		**2,040,000**	MTF Bond Issue for Grant Matches
		$ 5,271,820	$ 4,680,593	$ 1,353,280	**$ 7,543,841**	**$ 78,392**		**$ 8,151,841**	
60900	**Operating Expenditures**								
5100	Salaries & Benefits	$ 742,133	$ 629,511	$ 278,560	**$ 818,088**	**$ 77,327**	9%	**$ 818,088**	
5200	Operating Supplies	208,422	225,883	196,491	**235,600**	**51**	0%	**235,600**	
5300	Contractual Services	1,184,346	946,059	533,999	**1,111,369**	**92,931**	8%	**1,111,369**	
5400	Other Expenses	8,339	3,354	995	**1,000**	**-**	0%	**1,000**	
5700	Capital Outlays	-	-	-	**-**	**-**	N/A	**-**	
5900	Other Financing Uses	399,907	-	100,000	**400,000**	**-**	0%	**400,000**	TRANSFER TO LOCAL STREET FUND
		$ 2,543,147	$ 1,804,807	$ 1,110,045	**$ 2,566,057**	**$ 170,309**	7%	**$ 2,566,057**	
90000	**Project Expenditures**								
5200	Operating Supplies	$ -	$ -	$ -	**$ -**	**$ -**	N/A	**$ -**	
5300	Contractual Services	3,612,896	2,887,852	156,924	**3,620,000**	**192,455**	5%	**4,499,000**	SEE "BUDGETED CAPITAL IMPROVEMENTS" FOR DETAIL
5700	Capital Outlays	-	-	-	**-**	**-**	N/A	**-**	
		$ 3,612,896	$ 2,887,852	$ 156,924	**$ 3,620,000**	**$ 192,455**	5%	**$ 4,499,000**	
		$ 6,156,043	$ 4,692,659	$ 1,266,969	**$ 6,186,057**	**$ 362,764**	6%	**$ 7,065,057**	
	Available Fund Balance - EOY	$ 284,912	$ 272,846	$ 359,157	**$ 1,567,575**	**$ 74,785**		**$ 1,445,941**	

City of Muskegon

Quarterly Budget Reforecast - Other Funds

		Actual 2008	Actual 2009	Actual 2010 Stub Year (Unaudited)	Original Budget 2010-11	Actual 2010-11 (Thru August)	Actual As % of Revised	Reforecast Budget Estimate 2010-11	Comments
203	**Local Streets Fund**								
	Available Fund Balance - BOY	$ 1,389,910	$ 396,406	$ 134,437	**$ 61,169**	**$ 180,480**		**$ 180,480**	
	Means of Financing								
	Special assessments	$ 56,669	$ 92,657	$ 31,887	**$ 70,000**	**$ -**		**$ 70,000**	
	Federal & state grants	934,909	215,000	-	**120,000**	**-**		**120,000**	
	Metro act fees	142,692	145,169	148,668	**145,000**	**-**		**145,000**	
	State shared revenue	635,728	619,263	312,201	**619,181**	**-**		**619,181**	
	Interest income	43,178	20,955	22,171	**10,000**	**38**		**10,000**	
	Operating transfers in	480,000	512,624	340,000	**880,000**	**80,000**		**880,000**	FROM GENERAL FUND & MAJOR
	Other	25,878	2,667	41,285	**15,000**	**-**		**15,000**	
		$ 2,319,054	$ 1,608,335	$ 896,212	**$ 1,859,181**	**$ 80,038**		**$ 1,859,181**	
60900	**Operating Expenditures**								
5100	Salaries & Benefits	$ 642,207	$ 661,735	$ 321,827	**$ 490,956**	**$ 74,354**	15%	**$ 490,956**	
5200	Operating Supplies	235,172	135,883	41,694	**118,000**	**-**	0%	**118,000**	
5300	Contractual Services	905,676	773,321	437,800	**900,000**	**90,507**	10%	**900,000**	
5400	Other Expenses	499	242	2,198	**100**	**-**	0%	**100**	
5700	Capital Outlays	-	-	-	**-**	**-**	N/A	**-**	
5900	Other Financing Uses	-	-	-	**-**	**-**	N/A	**-**	
		$ 1,783,554	$ 1,571,181	$ 803,519	**$ 1,509,056**	**$ 164,861**	11%	**$ 1,509,056**	
90000	**Project Expenditures**								
5200	Operating Supplies	$ -	$ -	$ -	**$ -**	**$ -**	N/A	**$ -**	
5300	Contractual Services	1,529,004	299,123	46,650	**169,000**	**39,362**	23%	**199,000**	SEE "BUDGETED CAPITAL IMPROVEMENTS" FOR DETAIL
		$ 1,529,004	$ 299,123	$ 46,650	**$ 169,000**	**$ 39,362**	23%	**$ 199,000**	
		$ 3,312,558	$ 1,870,304	$ 850,169	**$ 1,678,056**	**$ 204,223**	12%	**$ 1,708,056**	
	Available Fund Balance - EOY	$ 396,406	$ 134,437	$ 180,480	**$ 242,294**	**$ 56,295**		**$ 331,605**	

City of Muskegon

Quarterly Budget Reforecast - Other Funds

257 Budget Stabilization Fund

		Actual 2008	Actual 2009	Actual 2010 Stub Year (Unaudited)	Original Budget 2010-11	Actual 2010-11 (Thru August)	Actual As % of Revised	Reforecast Budget Estimate 2010-11	Comments
	Available Fund Balance - BOY	$ 1,750,000	$ 2,000,000	$ 1,500,000	**$ 1,500,000**	**$ 1,500,000**		**$ 1,500,000**	
	Means of Financing								
	Special assessments	$ -	$ -	$ -	**$ -**	**$ -**		**$ -**	
	Federal & state grants	-	-	-	**-**	**-**		**-**	
	State shared revenue	-	-	-	**-**	**-**		**-**	
	Charges for services	-	-	-	**-**	**-**		**-**	
	Interest income	-	-	-	**-**	**-**		**-**	
	Operating transfers in - General Fund	250,000	-	-	**-**	**-**		**-**	
	Operating transfers in - TIFA Fund	-	-	-	**-**	**-**		**-**	
	Operating transfers in - Insurance Fund	-	-	-	**-**	**-**		**-**	
	Other	-	-	-	**-**	**-**		**-**	
		$ 250,000	$ -	$ -	**$ -**	**$ -**		**$ -**	
70805	**Operating Expenditures**								
5100	Salaries & Benefits	$ -	$ -	$ -	**$ -**	**$ -**	N/A	**$ -**	
5200	Operating Supplies	-	-	-	**-**	**-**	N/A	**-**	
5300	Contractual Services	-	-	-	**-**	**-**	N/A	**-**	
5400	Other Expenses	-	-	-	**-**	**-**	N/A	**-**	
5700	Capital Outlays	-	-	-	**-**	**-**	N/A	**-**	
5900	Other Financing Uses	-	500,000	-	**-**	**-**	N/A	**-**	TRANSFER TO GENERAL FUND
		$ -	$ 500,000	$ -	**$ -**	**$ -**	N/A	**$ -**	
90000	**Project Expenditures**								
5200	Operating Supplies	$ -	$ -	$ -	**$ -**	**$ -**	N/A	**$ -**	
5300	Contractual Services	-	-	-	**-**	**-**	N/A	**-**	
		$ -	$ -	$ -	**$ -**	**$ -**	N/A	**$ -**	
		$ -	$ 500,000	$ -	**$ -**	**$ -**	N/A	**$ -**	
	Available Fund Balance - EOY	$ 2,000,000	$ 1,500,000	$ 1,500,000	**$ 1,500,000**	**$ 1,500,000**		**$ 1,500,000**	

City of Muskegon

Quarterly Budget Reforecast - Other Funds

		Actual 2008	Actual 2009	Actual 2010 Stub Year (Unaudited)	Original Budget 2010-11	Actual 2010-11 (Thru August)	Actual As % of Revised	Reforecast Budget Estimate 2010-11	Comments
260	**Farmers' Market Improvement Fund**								
	Available Fund Balance - BOY	$ 26,755	$ 17,565	$ 17,725	**$ 12,825**	**$ 17,814**		**$ 17,814**	
	Means of Financing								
	Special assessments	$ -	$ -	$ -	**$ -**	**$ -**		**$ -**	
	Federal & state grants	-	-	-	**-**	**-**		**-**	
	State shared revenue	-	-	-	**-**	**-**		**-**	
	Charges for services	-	-	-	**-**	**-**		**-**	
	Interest income	710	160	89	**100**	**7**		**100**	
	Operating transfers in - General Fund	-	-	-	**-**	**-**		**-**	
	Operating transfers in - TIFA Fund	-	-	-	**-**	**-**		**-**	
	Operating transfers in - Insurance Fund	-	-	-	**-**	**-**		**4,086**	
	Other	-	-	-	**-**	**-**		**-**	
		$ 710	$ 160	$ 89	**$ 100**	**$ 7**		**$ 4,186**	
70805	**Operating Expenditures**								
5100	Salaries & Benefits	$ -	$ -	$ -	**$ -**	**$ -**	N/A	**$ -**	
5200	Operating Supplies	-	-	-	**-**	**-**	N/A	**-**	
5300	Contractual Services	9,900	-	-	**-**	**-**	N/A	**-**	
5400	Other Expenses	-	-	-	**-**	**-**	N/A	**-**	
5700	Capital Outlays	-	-	-	**-**	**-**	N/A	**-**	
5900	Other Financing Uses	-	-	-	**-**	**-**	N/A	**-**	
		$ 9,900	$ -	$ -	**$ -**	**$ -**	N/A	**$ -**	
90000	**Project Expenditures**								
5200	Operating Supplies	$ -	$ -	$ -	**$ 12,925**	**$ -**	0%	**$ 22,000**	
5300	Contractual Services	-	-	-	**-**	**-**	N/A	**-**	
		$ -	$ -	$ -	**$ 12,925**	**$ -**	0%	**$ 22,000**	
		$ 9,900	$ -	$ -	**$ 12,925**	**$ -**	0%	**$ 22,000**	
	Available Fund Balance - EOY	$ 17,565	$ 17,725	$ 17,814	**$ -**	**$ 17,821**		**$ -**	

City of Muskegon

Quarterly Budget Reforecast - Other Funds

		Actual 2008	Actual 2009	Actual 2010 Stub Year (Unaudited)	Original Budget 2010-11	Actual 2010-11 (Thru August)	Actual As % of Revised	Reforecast Budget Estimate 2010-11	Comments
264	**Criminal Forfeitures Fund**								
	Available Fund Balance - BOY	$ 138,160	$ 81,856	$ 140,640	**$ 123,390**	**$ 134,116**		**$ 134,116**	
	Means of Financing								
	Special assessments	$ -	$ -	$ -	**$ -**	**$ -**		**$ -**	
	Federal & state grants	-	-	-	**-**	**-**		**-**	
	State shared revenue	-	-	-	**-**	**-**		**-**	
	Charges for services	-	-	-	**-**	**-**		**-**	
	Interest income	3,518	881	615	**500**	**56**		**500**	
	Operating transfers in - General Fund	-	-	-	**-**	**-**		**-**	
	Operating transfers in - TIFA Fund	-	-	-	**-**	**-**		**-**	
	Operating transfers in - Insurance Fund	-	-	-	**-**	**-**		**-**	
	Other	10,840	62,406	500	**10,000**	**-**		**10,000**	
		$ 14,358	$ 63,287	$ 1,115	**$ 10,500**	**$ 56**		**$ 10,500**	
70805	**Operating Expenditures**								
5100	Salaries & Benefits	$ -	$ -	$ -	**$ -**	**$ -**	N/A	**$ -**	
5200	Operating Supplies	-	-	-	**-**	**-**	N/A	**-**	
5300	Contractual Services	-	-	-	**45,000**	**-**	0%	**45,000**	
5400	Other Expenses	-	-	-	**-**	**-**	N/A	**-**	
5700	Capital Outlays	70,662	4,503	7,639	**-**	**-**	N/A	**-**	
5900	Other Financing Uses	-	-	-	**-**	**-**	N/A	**-**	
		$ 70,662	$ 4,503	$ 7,639	**$ 45,000**	**$ -**	0%	**$ 45,000**	
90000	**Project Expenditures**								
5200	Operating Supplies	$ -	$ -	$ -	**$ -**	**$ -**	N/A	**$ -**	
5300	Contractual Services	-	-	-	**-**	**-**	N/A	**-**	
		$ -	$ -	$ -	**$ -**	**$ -**	N/A	**$ -**	
		$ 70,662	$ 4,503	$ 7,639	**$ 45,000**	**$ -**	0%	**$ 45,000**	
	Available Fund Balance - EOY	$ 81,856	$ 140,640	$ 134,116	**$ 88,890**	**$ 134,172**		**$ 99,616**	

City of Muskegon

Quarterly Budget Reforecast - Other Funds

		Actual 2008	Actual 2009	Actual 2010 Stub Year (Unaudited)	Original Budget 2010-11	Actual 2010-11 (Thru August)	Actual As % of Revised	Reforecast Budget Estimate 2010-11	Comments
285	**Tree Replacement Fund**								
	Available Fund Balance - BOY	$ 9,108	$ 10,043	$ 8,590	**$ 6,810**	**$ 5,436**		**$ 5,436**	
	Means of Financing								
	Special assessments	$ -	$ -	$ -	**$ -**	**$ -**		**$ -**	
	Federal & state grants	5,000	-	-	**3,000**	**-**		**3,000**	
	State shared revenue	-	-	-	**-**	**-**		**-**	
	Charges for services	-	-	-	**400**	**-**		**400**	
	Interest income	249	73	46	**100**	**2**		**100**	
	Operating transfers in - General Fund	-	-	-	**-**	**-**		**-**	
	Operating transfers in - TIFA Fund	-	-	-	**-**	**-**		**-**	
	Operating transfers in - Insurance Fund	-	-	-	**-**	**-**		**-**	
	Other	1,045	1,600	-	**-**	**-**		**-**	
		$ 6,294	$ 1,673	$ 46	**$ 3,500**	**$ 2**		**$ 3,500**	
70805	**Operating Expenditures**								
5100	Salaries & Benefits	$ -	$ -	$ -	**$ -**	**$ -**	N/A	**$ -**	
5200	Operating Supplies	5,359	3,126	3,200	**3,900**	**-**	0%	**3,900**	
5300	Contractual Services	-	-	-	**-**	**-**	N/A	**-**	
5400	Other Expenses	-	-	-	**-**	**-**	N/A	**-**	
5700	Capital Outlays	-	-	-	**-**	**-**	N/A	**-**	
5900	Other Financing Uses	-	-	-	**-**	**-**	N/A	**-**	
		$ 5,359	$ 3,126	$ 3,200	**$ 3,900**	**$ -**	0%	**$ 3,900**	
90000	**Project Expenditures**								
5200	Operating Supplies	$ -	$ -	$ -	**$ -**	**$ -**	N/A	**$ -**	
5300	Contractual Services	-	-	-	**-**	**-**	N/A	**-**	
		$ -	$ -	$ -	**$ -**	**$ -**	N/A	**$ -**	
		$ 5,359	$ 3,126	$ 3,200	**$ 3,900**	**$ -**	0%	**$ 3,900**	
	Available Fund Balance - EOY	$ 10,043	$ 8,590	$ 5,436	**$ 6,410**	**$ 5,438**		**$ 5,036**	

City of Muskegon

Quarterly Budget Reforecast - Other Funds

		Actual 2008	Actual 2009	Actual 2010 Stub Year (Unaudited)	Original Budget 2010-11	Actual 2010-11 (Thru August)	Actual As % of Revised	Reforecast Budget Estimate 2010-11	Comments
295	**Brownfield Redevelopment Authority (Betten Project)**								
	Available Fund Balance - BOY	$ -	$ (17,862)	$ (10,214)	**$ 5,703**	**$ (9,217)**		**$ (9,217)**	
	Means of Financing								
	Property taxes	$ -	$ 9,951	$ 15,917	**$ 74,483**	**$ -**		**$ 74,483**	
	Federal & state grants	-	-	-	**-**	**-**		**-**	
	State shared revenue	-	-	-	**-**	**-**		**-**	
	Charges for services	-	-	-	**-**	**-**		**-**	
	Interest income	-	-	-	**-**	**2**		**-**	
	Operating transfers in - General Fund	-	-	-	**-**	**-**		**-**	
	Operating transfers in - TIFA Fund	-	-	-	**-**	**-**		**-**	
	Operating transfers in - Insurance Fund	-	-	-	**-**	**-**		**-**	
	Other	-	-	-	**-**	**-**		**-**	
		$ -	$ 9,951	$ 15,917	**$ 74,483**	**$ 2**		**$ 74,483**	
70805	**Operating Expenditures**								
5100	Salaries & Benefits	$ -	$ -	$ -	**$ -**	**$ -**	N/A	**$ -**	
5200	Operating Supplies	-	-	-	**-**	**-**	N/A	**-**	
5300	Contractual Services	17,862	2,303	14,920	**75,000**	**-**	0%	**75,000**	
5400	Other Expenses	-	-	-	**-**	**-**	N/A	**-**	
5700	Capital Outlays	-	-	-	**-**	**-**	N/A	**-**	
5900	Other Financing Uses	-	-	-	**-**	**-**	N/A	**-**	
		$ 17,862	$ 2,303	$ 14,920	**$ 75,000**	**$ -**	0%	**$ 75,000**	
90000	**Project Expenditures**								
5200	Operating Supplies	$ -	$ -	$ -	**$ -**	**$ -**	N/A	**$ -**	
5300	Contractual Services	-	-	-	**-**	**-**	N/A	**-**	
		$ -	$ -	$ -	**$ -**	**$ -**	N/A	**$ -**	
		$ 17,862	$ 2,303	$ 14,920	**$ 75,000**	**$ -**	0%	**$ 75,000**	
	Available Fund Balance - EOY	$ (17,862)	$ (10,214)	$ (9,217)	**$ 5,186**	**$ (9,215)**		**$ (9,734)**	

City of Muskegon

Quarterly Budget Reforecast - Other Funds

		Actual 2008	Actual 2009	Actual 2010 Stub Year (Unaudited)	Original Budget 2010-11	Actual 2010-11 (Thru August)	Actual As % of Revised	Reforecast Budget Estimate 2010-11	Comments
290	**Local Development Finance Authority III Fund - Edison Landing (Smartzone)**								
	Available Fund Balance - BOY	$ 27,275	$ 8,752	$ 13,765	**$ 37,001**	**$ 36,559**		**$ 36,559**	
	Means of Financing								
	Property taxes	$ 38,249	$ 91,281	$ 71,360	**$ 84,658**	**$ -**		**$ 84,658**	
	Federal & state grants	-	-	-	**-**	**-**		**-**	
	State shared revenue	-	-	-	**-**	**-**		**-**	
	Charges for services	-	-	-	**-**	**-**		**-**	
	Interest income	1,126	180	133	**300**	**17**		**300**	
	Operating transfers in - General Fund	150,000	120,000	50,000	**100,000**	**16,667**		**100,000**	
	Other	75,000	75,000	-	**75,000**	**-**		**75,000**	COMMUNITY FOUNDATION CONTRIBUTION
		$ 264,375	$ 286,461	$ 121,493	**$ 259,958**	**$ 16,684**		**$ 259,958**	
70805	**Operating Expenditures**								
5100	Salaries & Benefits	$ -	$ -	$ -	**$ -**	**$ -**	N/A	**$ -**	
5200	Operating Supplies	-	-	-	**-**	**-**	N/A	**-**	
5300	Contractual Services	350	1,700	275	**500**	**-**	0%	**500**	
5400	Other Expenses	-	-	-	**-**	**-**	N/A	**-**	
5700	Capital Outlays	-	-	-	**-**	**-**	N/A	**-**	
5900	Other Financing Uses	282,548	279,748	98,424	**275,298**	**-**	0%	**275,298**	
		$ 282,898	$ 281,448	$ 98,699	**$ 275,798**	**$ -**	0%	**$ 275,798**	
90000	**Project Expenditures**								
5200	Operating Supplies	$ -	$ -	$ -	**$ -**	**$ -**	N/A	**$ -**	
5300	Contractual Services	-	-	-	**-**	**-**	N/A	**-**	
		$ -	$ -	$ -	**$ -**	**$ -**	N/A	**$ -**	
		$ 282,898	$ 281,448	$ 98,699	**$ 275,798**	**$ -**	0%	**$ 275,798**	
	Available Fund Balance - EOY	$ 8,752	$ 13,765	$ 36,559	**$ 21,161**	**$ 53,243**		**$ 20,719**	

City of Muskegon

Quarterly Budget Reforecast - Other Funds

		Actual 2008	Actual 2009	Actual 2010 Stub Year (Unaudited)	Original Budget 2010-11	Actual 2010-11 (Thru August)	Actual As % of Revised	Reforecast Budget Estimate 2010-11	Comments
305	**Tax Increment Finance Authority Fund**								
	Available Fund Balance - BOY	$ 6,352	$ 13,983	$ 21,789	**$ 37,523**	**$ 37,533**		**$ 37,533**	
	Means of Financing								
	Property taxes	$ 57,458	$ 67,664	$ 40,634	**$ 62,091**	**$ -**		**$ 62,091**	
	Federal & state grants	-	-	-	**-**	**-**		**-**	
	State shared revenue	-	-	-	**-**	**-**		**-**	
	Charges for services	-	-	-	**-**	**-**		**-**	
	Interest income	173	142	110	**200**	**14**		**200**	
	Operating transfers in - General Fund	-	-	-	**-**	**-**		**-**	
	Operating transfers in - TIFA Fund	-	-	-	**-**	**-**		**-**	
	Operating transfers in - Insurance Fund	-	-	-	**-**	**-**		**-**	
	Other	-	-	-	**-**	**-**		**-**	
		$ 57,631	$ 67,806	$ 40,744	**$ 62,291**	**$ 14**		**$ 62,291**	
70805	**Operating Expenditures**								
5100	Salaries & Benefits	$ -	$ -	$ -	**$ -**	**$ -**	N/A	**$ -**	
5200	Operating Supplies	-	-	-	**-**	**-**	N/A	**-**	
5300	Contractual Services	-	-	-	**-**	**-**	N/A	**-**	
5400	Other Expenses	-	-	-	**-**	**-**	N/A	**-**	
5700	Capital Outlays	-	-	-	**-**	**-**	N/A	**-**	
5900	Other Financing Uses	50,000	60,000	25,000	**75,000**	**-**	0%	**75,000**	TO GENERAL FUND FOR ARENA
		$ 50,000	$ 60,000	$ 25,000	**$ 75,000**	**$ -**	0%	**$ 75,000**	
90000	**Project Expenditures**								
5200	Operating Supplies	$ -	$ -	$ -	**$ -**	**$ -**	N/A	**$ -**	
5300	Contractual Services	-	-	-	**-**	**-**	N/A	**-**	
		$ -	$ -	$ -	**$ -**	**$ -**	N/A	**$ -**	
		$ 50,000	$ 60,000	$ 25,000	**$ 75,000**	**$ -**	0%	**$ 75,000**	
	Available Fund Balance - EOY	$ 13,983	$ 21,789	$ 37,533	**$ 24,814**	**$ 37,547**		**$ 24,824**	

City of Muskegon

Quarterly Budget Reforecast - Other Funds

		Actual 2008	Actual 2009	Actual 2010 Stub Year (Unaudited)	Original Budget 2010-11	Actual 2010-11 (Thru August)	Actual As % of Revised	Reforecast Budget Estimate 2010-11	Comments
394	**Downtown Development Authority Fund**								
	Available Fund Balance - BOY	$ (58,608)	$ 14,618	$ 289,526	**$ 349,256**	**$ 329,585**		**$ 329,585**	
	Means of Financing								
	Property taxes	$ 505,697	$ 614,632	$ 327,373	**$ 370,584**	**$ -**		**$ 370,584**	
	Federal & state grants	-	-	-	**-**	**-**		**-**	
	State proposal A reimbursement revenue	-	-	-	**-**	**-**		**-**	
	Charges for services	-	-	-	**-**	**-**		**-**	
	Interest income	926	999	1,212	**500**	**137**		**500**	
	Operating transfers in - General Fund	-	-	-	**-**	**-**		**-**	
	Operating transfers in - PIF	100,000	-	-	**-**	**-**		**-**	
	Operating transfers in - Insurance Fund	284,787	-	-	**-**	**-**		**-**	
	Other	-	-	-	**-**	**-**		**-**	
		$ 891,410	$ 615,631	$ 328,585	**$ 371,084**	**$ 137**		**$ 371,084**	
70805	**Operating Expenditures**								
5100	Salaries & Benefits	$ -	$ -	$ -	**$ -**	**$ -**	N/A	**$ -**	
5200	Operating Supplies	-	-	-	**-**	**-**	N/A	**-**	
5300	Contractual Services	10,250	-	600	**250**	**-**	0%	**250**	
5400	Other Expenses	468,641	-	-	**-**	**-**	N/A	**-**	
5700	Capital Outlays	-	-	-	**-**	**-**	N/A	**-**	
5900	Other Financing Uses	339,293	340,723	287,926	**346,078**	**-**	0%	**346,078**	DEBT SERVICE
		$ 818,184	$ 340,723	$ 288,526	**$ 346,328**	**$ -**	0%	**$ 346,328**	
90000	**Project Expenditures**								
5200	Operating Supplies	$ -	$ -	$ -	**$ -**	**$ -**	N/A	**$ -**	
5300	Contractual Services	-	-	-	**-**	**-**	N/A	**-**	
		$ -	$ -	$ -	**$ -**	**$ -**	N/A	**$ -**	
		$ 818,184	$ 340,723	$ 288,526	**$ 346,328**	**$ -**	0%	**$ 346,328**	
	Available Fund Balance - EOY	$ 14,618	$ 289,526	$ 329,585	**$ 374,012**	**$ 329,722**		**$ 354,341**	

City of Muskegon

Quarterly Budget Reforecast - Other Funds

		Actual 2008	Actual 2009	Actual 2010 Stub Year (Unaudited)	Original Budget 2010-11	Actual 2010-11 (Thru August)	Actual As % of Revised	Reforecast Budget Estimate 2010-11	Comments
408	**Arena Improvement Fund**								
	Available Fund Balance - BOY	$ 76,724	$ 103,279	$ 71,024	**$ 80,624**	**$ 72,251**		**$ 72,251**	
	Means of Financing								
	Special assessments	$ -	$ -	$ -	**$ -**	**$ -**		**$ -**	
	Federal & state grants	-	-	-	**-**	**-**		**-**	
	State shared revenue	-	-	-	**-**	**-**		**-**	
	Charges for services	35,309	37,686	22,779	**35,000**	**-**		**35,000**	
	Interest income	2,457	734	446	**600**	**32**		**600**	
	Operating transfers in	-	-	-	**-**	**-**		**-**	
	Other	-	-	-	**-**	**-**		**-**	
		$ 37,766	$ 38,420	$ 23,225	**$ 35,600**	**$ 32**		**$ 35,600**	
30906	**Operating Expenditures**								
5100	Salaries & Benefits	$ -	$ -	$ -	**$ -**	**$ -**	N/A	**$ -**	
5200	Operating Supplies	-	-	-			0%		
5300	Contractual Services	11,211	70,675	17,294	**15,000**	**-**	N/A	**75,000**	
5400	Other Expenses	-	-	-	**-**	**-**	N/A	**-**	
5700	Capital Outlays	-	-	-	**-**	**-**	N/A	**-**	
5900	Other Financing Uses	-	-	-	**-**	**-**	N/A	**-**	
		$ 11,211	$ 70,675	$ 17,294	**$ 15,000**	**$ -**	0%	**$ 75,000**	
90000	**Project Expenditures**								
5200	Operating Supplies	$ -	$ -	$ -	**$ -**	**$ -**	N/A	**$ -**	
5300	Contractual Services	-	-	4,704	**-**	**-**	N/A	**-**	
5400	Other Expenses	-	-	-	**-**	**-**	N/A	**-**	
5900	Other Financing Uses	-	-	-	**-**	**-**	N/A	**-**	
		$ -	$ -	$ 4,704	**$ -**	**$ -**	N/A	**$ -**	
		$ 11,211	$ 70,675	$ 21,998	**$ 15,000**	**$ -**	0%	**$ 75,000**	
	Available Fund Balance - EOY	$ 103,279	$ 71,024	$ 72,251	**$ 101,224**	**$ 72,283**		**$ 32,851**	

City of Muskegon

Quarterly Budget Reforecast - Other Funds

403 Sidewalk Improvement Fund

		Actual 2008	Actual 2009	Actual 2010 Stub Year (Unaudited)	Original Budget 2010-11	Actual 2010-11 (Thru August)	Actual As % of Revised	Reforecast Budget Estimate 2010-11	Comments
	Available Fund Balance - BOY	$ 1,017,584	$ 989,494	$ 819,083	**$ 629,837**	**$ 631,995**		**$ 631,995**	
	Means of Financing								
	Special assessments	$ 120,301	$ 109,431	$ 5,116	**$ 75,000**	**$ -**		**$ 75,000**	
	Federal & state grants	-	-	-	**-**	**-**		**-**	
	State shared revenue	-	-	-	**-**	**-**		**-**	
	Charges for services	-	-	-	**-**	**-**		**-**	
	Interest income	50,225	27,514	19,395	**25,000**	**293**		**25,000**	
	Operating transfers in	150,000	-	-	**-**	**-**		**-**	
	Other	-	-	-	**-**	**-**		**-**	
		$ 320,526	$ 136,945	$ 24,511	**$ 100,000**	**$ 293**		**$ 100,000**	
30906	**Operating Expenditures**								
5100	Salaries & Benefits	$ -	$ -	$ -	**$ -**	**$ -**	N/A	**$ -**	
5200	Operating Supplies	-	-	-	**-**	**-**	N/A	**-**	
5300	Contractual Services	-	2,275	-	**-**	**-**	N/A	**-**	
5400	Other Expenses	-	-	-	**1,000**	**-**	0%	**-**	
5700	Capital Outlays	3,381	-	-	**-**	**-**	N/A	**-**	
5900	Other Financing Uses	345,235	303,684	209,303	**150,905**	**-**	0%	**150,905**	DEBT SERVICE ON SIDEWALK ASSESSMENT BONDS
		$ 348,616	$ 305,959	$ 209,303	**$ 151,905**	**$ -**	0%	**$ 150,905**	
90000	**Project Expenditures**								
5200	Operating Supplies	$ -	$ -	$ -	**$ -**	**$ -**	N/A	**$ -**	
5300	Contractual Services	-	1,397	2,296	**-**	**-**	N/A	**-**	
5400	Other Expenses	-	-	-	**-**		N/A	**-**	
5900	Other Financing Uses	-	-	-	**-**	**-**	N/A	**-**	
		$ -	$ 1,397	$ 2,296	**$ -**	**$ -**	N/A	**$ -**	
		$ 348,616	$ 307,356	$ 211,599	**$ 151,905**	**$ -**	0%	**$ 150,905**	
	Available Fund Balance - EOY	$ 989,494	$ 819,083	$ 631,995	**$ 577,932**	**$ 632,288**		**$ 581,090**	

City of Muskegon

Quarterly Budget Reforecast - Other Funds

		Actual 2008	Actual 2009	Actual 2010 Stub Year (Unaudited)	Original Budget 2010-11	Actual 2010-11 (Thru August)	Actual As % of Revised	Reforecast Budget Estimate 2010-11	Comments
404	**Public Improvement Fund**								
	Available Fund Balance - BOY	$ 2,151,037	$ 1,985,126	$ 1,319,726	**$ 694,224**	**$ 696,809**		**$ 696,809**	
	Means of Financing								
	Special assessments	$ -	$ -	$ -	**$ -**	**$ -**		**$ -**	
	Property taxes	-	-	-	**-**	**-**		**-**	
	Federal & state grants	-	-	-	**-**	**-**		**-**	
	Charges for services	-	100,075	-	**-**	**-**		**-**	
	Sales of Property	280,031	13,201	31	**25,000**	**15**		**25,000**	
	Interest income	76,446	16,140	8,556	**20,000**	**564**		**20,000**	
	Operating transfers in	150,000	14,216	-	**-**	**-**		**-**	
	Other	80,087	486	-	**5,000**	**-**		**5,000**	
		$ 586,564	$ 144,118	$ 8,587	**$ 50,000**	**$ 579**		**$ 50,000**	
30936	**Operating Expenditures**								
5100	Salaries & Benefits	$ -	$ -	$ -	**$ -**	**$ -**	N/A	**$ -**	
5200	Operating Supplies	-	-	-	**-**	**-**	N/A	**-**	
5300	Contractual Services	-	-	-	**5,000**	**-**	0%	**5,000**	
5400	Other Expenses	-	-	-	**-**	**-**	N/A	**-**	
5700	Capital Outlays	-	-	-	**-**	**-**	N/A	**-**	
5900	Other Financing Uses	442,419	569,523	121,001	**208,778**	**-**	0%	**208,778**	DEBT SERVICE (ULA LOAN; FIRE TRUCK INSTALLMENT PURCHASE); ENERGY GRANT MATCH
		$ 442,419	$ 569,523	$ 121,001	**$ 213,778**	**$ -**	0%	**$ 213,778**	
90000	**Project Expenditures**								
5200	Operating Supplies	$ -	$ -	$ -	**$ -**	**$ -**	N/A	**$ -**	
5300	Contractual Services	-	-	-	**-**	**-**	N/A	**-**	
5400	Other Expenses	-	-	-	**-**	**-**	N/A	**-**	
5700	Capital Outlays	310,056	239,995	510,503	**-**	**350**	N/A	**-**	
		$ 310,056	$ 239,995	$ 510,503	**$ -**	**$ 350**	N/A	**$ -**	
		$ 752,475	$ 809,518	$ 631,504	**$ 213,778**	**$ 350**	0%	**$ 213,778**	
	Available Fund Balance - EOY	$ 1,985,126	$ 1,319,726	$ 696,809	**$ 530,446**	**$ 697,038**		**$ 533,031**	

City of Muskegon

Quarterly Budget Reforecast - Other Funds

		Actual 2008	Actual 2009	Actual 2010 Stub Year (Unaudited)	Original Budget 2010-11	Actual 2010-11 (Thru August)	Actual As % of Revised	Reforecast Budget Estimate 2010-11	Comments
482	**State Grants Fund**								
	Available Fund Balance - BOY	$ 150,102	$ 649,547	$ 599,175	**$ 599,175**	**$ 500,140**		**$ 500,140**	
	Means of Financing								
	Special assessments	$ -	$ -	$ -	**$ -**	**$ -**		**$ -**	
	Federal & state grants	28,888	175,689	217,405	**275,000**	**75,000**		**345,000**	
	Sales of Property	-	-	-	**-**	**-**		**-**	
	Interest income	-	-	38	**-**	**14**		**-**	
	Operating transfers in	3,813	-	-	**60,000**	**-**		**60,000**	FROM PUBLIC IMPROVEMENT FUND FOR ENERGY GRANT MATCHES
	Other	550,000	6,307	-	**-**	**-**		**65,000**	CONTRIBTION FOR ARENA SCOREBOAF
		$ 582,701	$ 181,996	$ 217,443	**$ 335,000**	**$ 75,014**		**$ 470,000**	
30936	**Operating Expenditures**								
5100	Salaries & Benefits	$ -	$ -	$ -	**$ -**	**$ -**	N/A	**$ -**	
5200	Operating Supplies	-	-	-	**-**	**-**	N/A	**-**	
5300	Contractual Services	-	-	-	**-**	**-**	N/A	**-**	
5400	Other Expenses	-	-	-	**-**	**-**	N/A	**-**	
5700	Capital Outlays	-	-	-	**-**	**-**	N/A	**-**	
5900	Other Financing Uses	-	16,840	-	**-**	**-**	N/A	**-**	
		$ -	$ 16,840	$ -	**$ -**	**$ -**	N/A	**$ -**	
90000	**Project Expenditures**								
5200	Operating Supplies	$ -	$ -	$ -	**$ -**	**$ -**	N/A	**$ -**	
5300	Contractual Services	-	-	-	**-**	**-**	N/A	**-**	
5700	Capital Outlays	83,256	215,528	316,478	**759,000**	**109,728**	14%	**969,000**	SEE "BUDGETED CAPITAL IMPROVEMENTS" FOR DETAIL
		$ 83,256	$ 215,528	$ 316,478	**$ 759,000**	**$ 109,728**	14%	**$ 969,000**	
		$ 83,256	$ 232,368	$ 316,478	**$ 759,000**	**$ 109,728**	14%	**$ 969,000**	
	Available Fund Balance - EOY	$ 649,547	$ 599,175	$ 500,140	**$ 175,175**	**$ 465,426**		**$ 1,140**	

City of Muskegon

Quarterly Budget Reforecast - Other Funds

		Actual 2008	Actual 2009	Actual 2010 Stub Year (Unaudited)	Original Budget 2010-11	Actual 2010-11 (Thru August)	Actual As % of Revised	Reforecast Budget Estimate 2010-11	Comments
594	**Marina & Launch Ramp Fund**								
	Available Cash Balance - BOY	$ 20,509	$ 85,238	$ 149,996	**$ 225,965**	**$ 217,556**		**$ 217,556**	
	Means of Financing								
	Special assessments	$ -	$ -	$ -	**$ -**	**$ -**		**$ -**	
	Federal & state grants	-	-	-	**-**	**-**		**-**	
	State shared revenue	-	-	-	**-**	**-**		**-**	
	Charges for services	250,265	246,565	155,059	**260,000**	**34,074**		**260,000**	
	Interest income	1,055	763	745	**-**	**95**		**-**	
	Operating transfers in	40,000	-	3,760	**-**	**-**		**-**	
	Other	-	669	1,709	**-**	**-**		**-**	
		$ 291,320	$ 247,997	$ 161,273	**$ 260,000**	**$ 34,169**		**$ 260,000**	
70756	**Operating Expenditures - Marina**								
5100	Salaries & Benefits	$ 96,295	$ 80,164	$ 33,715	**$ 57,513**	**$ 19,286**	34%	**$ 72,000**	
5200	Operating Supplies	12,791	5,992	7,328	**11,000**	**-**	0%	**11,000**	
5300	Contractual Services	94,291	80,619	45,158	**99,011**	**7,074**	7%	**82,000**	
5400	Other Expenses	315	-	-	**-**	**-**	N/A	**-**	
5700	Capital Outlays	2,995	12,217	-	**1,500**	**-**	0%	**4,500**	
5900	Other Financing Uses	-	-	-	**-**	**-**	N/A	**-**	
	Other Cash Uses (e.g. Debt Principal)	8,637	(5,820)	-	**-**	**-**	N/A	**-**	
		$ 215,324	$ 173,172	$ 86,201	**$ 169,024**	**$ 26,360**	16%	**$ 169,500**	
70759	**Operating Expenditures - Ramps**								
5100	Salaries & Benefits	$ 4,737	$ 1,303	$ 190	**$ 2,500**	**$ -**	0%	**$ 2,500**	
5200	Operating Supplies	449	420	1,189	**500**	**-**	0%	**500**	
5300	Contractual Services	6,081	8,344	6,133	**9,580**	**113**	1%	**9,580**	
5400	Other Expenses	-	-	-	**-**	**-**	N/A	**-**	
5700	Capital Outlays	-	-	-	**-**	**-**	N/A	**-**	
5900	Other Financing Uses	-	-	-	**-**	**-**	N/A	**-**	
	Other Cash Uses (e.g. Debt Principal)	-	-	-	**-**	**-**	N/A	**-**	
		$ 11,267	$ 10,067	$ 7,512	**$ 12,580**	**$ 113**	1%	**$ 12,580**	
90000	**Project Expenditures**								
5200	Operating Supplies	$ -	$ -	$ -	**$ -**	**$ -**	N/A	**$ -**	
5300	Contractual Services	-	-	-	**-**	**-**	N/A	**-**	
5700	Capital Outlays	-	-	-	**-**	**-**	N/A	**-**	
		$ -	$ -	$ -	**$ -**	**$ -**	N/A	**$ -**	
		$ 226,591	$ 183,239	$ 93,713	**$ 181,604**	**$ 26,473**	15%	**$ 182,080**	
	Available Cash Balance - EOY	$ 85,238	$ 149,996	$ 217,556	**$ 304,361**	**$ 225,252**		**$ 295,476**	

City of Muskegon

Quarterly Budget Reforecast - Other Funds

		Actual 2008	Actual 2009	Actual 2010 Stub Year (Unaudited)	Original Budget 2010-11	Actual 2010-11 (Thru August)	Actual As % of Revised	Reforecast Budget Estimate 2010-11	Comments
661	**Equipment Fund**								
	Available Cash Balance - BOY	$ 2,004,577	$ 2,472,676	$ 2,519,442	**$ 3,212,049**	**$ 2,839,702**		**$ 2,839,702**	
	Means of Financing								
	Special assessments	$ -	$ -	$ -	**$ -**	**$ -**		**$ -**	
	Federal & state grants	-	-	-	**-**	**-**		**-**	
	State shared revenue	-	-	-	**-**	**-**		**-**	
	Charges for services	2,703,727	2,178,851	1,187,890	**2,400,000**	**195,362**		**2,400,000**	INTERDEPARTMENTAL CHARGES
	Interest income	57,757	19,495	12,857	**60,000**	**1,166**		**60,000**	
	Operating transfers in	-	-	-	**-**	**-**		**-**	
	Other	110,608	151,690	84,318	**100,000**	**11,497**		**100,000**	
		$ 2,872,092	$ 2,350,036	$ 1,285,065	**$ 2,560,000**	**$ 208,025**		**$ 2,560,000**	
60932	**Operating Expenditures**								
5100	Salaries & Benefits	$ 561,112	$ 591,154	$ 198,819	**$ 418,667**	**$ 59,001**	14%	**$ 418,667**	
5200	Operating Supplies	1,016,218	746,316	352,010	**805,000**	**16,430**	2%	**805,000**	
5300	Contractual Services	468,258	474,054	368,421	**755,658**	**101,542**	13%	**755,658**	
5400	Other Expenses	2,210	1,013	37	**1,000**	**-**	0%	**1,000**	
5700	Capital Outlays	294,151	446,354	45,518	**1,126,000**	**7,500**	1%	**1,126,000**	SEE "BUDGETED CAPITAL IMPROVEMENTS" FOR DETAIL
5900	Other Financing Uses	-	-	-	**-**	**-**	N/A	**-**	
	Other Cash Uses (e.g. Debt Principal)	62,044	44,379	-	**-**	**-**	N/A	**-**	
		$ 2,403,993	$ 2,303,270	$ 964,805	**$ 3,106,325**	**$ 184,473**	6%	**$ 3,106,325**	
90000	**Project Expenditures**								
5200	Operating Supplies	$ -	$ -	$ -	**$ -**	**$ -**	N/A	**$ -**	
5300	Contractual Services	-	-	-	**-**	**-**	N/A	**-**	
5700	Capital Outlays	-	-	-	**-**	**-**	N/A	**-**	
		$ -	$ -	$ -	**$ -**	**$ -**	N/A	**$ -**	
		$ 2,403,993	$ 2,303,270	$ 964,805	**$ 3,106,325**	**$ 184,473**	6%	**$ 3,106,325**	
	Available Cash Balance - EOY	$ 2,472,676	$ 2,519,442	$ 2,839,702	**$ 2,665,724**	**$ 2,863,254**		**$ 2,293,377**	

City of Muskegon

Quarterly Budget Reforecast - Other Funds

		Actual 2008	Actual 2009	Actual 2010 Stub Year (Unaudited)	Original Budget 2010-11	Actual 2010-11 (Thru August)	Actual As % of Revised	Reforecast Budget Estimate 2010-11	Comments
642	**Public Service Building Fund**								
	Available Cash Balance - BOY	$ 375,313	$ 474,631	$ 513,578	**$ 609,563**	**$ 430,683**		**$ 430,683**	
	Means of Financing								
	Special assessments	$ -	$ -	$ -	**$ -**	**$ -**		**$ -**	
	Federal & state grants	-	-	-	**-**	**-**		**-**	
	State shared revenue	-	-	-	**-**	**-**		**-**	
	Charges for services	581,270	610,873	484,670	**969,340**	**161,557**		**969,340**	INTERDEPARTMENTAL CHARGES
	Interest income	10,896	3,804	2,570	**6,000**	**193**		**6,000**	
	Operating transfers in	-	-	-	**-**	**-**		**-**	
	Other	7,316	-	-	**-**	**-**		**-**	
		$ 599,482	$ 614,677	$ 487,240	**$ 975,340**	**$ 161,750**		**$ 975,340**	
60442	**Operating Expenditures**								
5100	Salaries & Benefits	$ 222,113	$ 266,246	$ 429,395	**$ 537,782**	**$ 91,811**	17%	**$ 537,782**	
5200	Operating Supplies	31,194	28,229	10,221	**30,000**	**-**	0%	**30,000**	
5300	Contractual Services	240,602	243,486	115,637	**293,500**	**18,168**	6%	**293,500**	
5400	Other Expenses	(32)	8,200	9,754	**500**	**-**	0%	**500**	
5700	Capital Outlays	8,973	6,907	2,114	**22,500**	**1,627**	7%	**22,500**	
5900	Other Financing Uses	-	-	-	**-**	**-**	N/A	**-**	
	Other Cash Uses and Adjustments (e.g. Debt Principal)	(2,686)	22,662	-	**-**	**-**	N/A	**-**	
		$ 500,164	$ 575,730	$ 567,121	**$ 884,282**	**$ 111,606**	13%	**$ 884,282**	
90000	**Project Expenditures**								
5200	Operating Supplies	$ -	$ -	$ -	**$ -**	**$ -**	N/A	**$ -**	
5300	Contractual Services	-	-	3,014	**75,000**	**837**	1%	**75,000**	
5700	Capital Outlays	-	-	-	**-**	**-**	N/A	**-**	
		$ -	$ -	$ 3,014	**$ 75,000**	**$ 837**	1%	**$ 75,000**	
		$ 500,164	$ 575,730	$ 570,135	**$ 959,282**	**$ 112,443**	12%	**$ 959,282**	
	Available Cash Balance - EOY	$ 474,631	$ 513,578	$ 430,683	**$ 625,621**	**$ 479,990**		**$ 446,741**	

City of Muskegon

Quarterly Budget Reforecast - Other Funds

		Actual 2008	Actual 2009	Actual 2010 Stub Year (Unaudited)	Original Budget 2010-11	Actual 2010-11 (Thru August)	Actual As % of Revised	Reforecast Budget Estimate 2010-11	Comments
643	**Engineering Services Fund**								
	Available Cash Balance - BOY	$ 96,427	$ 132,074	$ (48,336)	**$ (18,342)**	**$ (88,913)**		**$ (88,913)**	
	Means of Financing								
	Special assessments	$ -	$ -	$ -	**$ -**	**$ -**		**$ -**	
	Federal & state grants	-	-	-	**-**	**-**		**-**	
	State shared revenue	-	-	-	**-**	**-**		**-**	
	Charges for services	460,560	451,132	177,438	**530,000**	**58,404**		**530,000**	INTERDEPARTMENTAL CHARGES
	Interest income	3,692	606	103	**5,000**	**-**		**5,000**	
	Operating transfers in	-	-	-	**-**	**-**		**-**	
	Other	-	23,312	126	**25,000**	**665**		**25,000**	
		$ 464,252	$ 475,050	$ 177,667	**$ 560,000**	**$ 59,069**		**$ 560,000**	
60447	**Operating Expenditures**								
5100	Salaries & Benefits	$ 332,078	$ 450,038	$ 140,911	**$ 303,400**	**$ 45,416**	15%	**$ 303,400**	
5200	Operating Supplies	17,223	8,918	5,313	**15,000**	**334**	2%	**15,000**	
5300	Contractual Services	137,047	135,994	63,729	**145,000**	**19,206**	13%	**145,000**	
5400	Other Expenses	1,122	286	2,085	**2,500**	**-**	0%	**2,500**	
5700	Capital Outlays	12,114	7,973	3,994	**20,200**	**304**	2%	**20,200**	
5900	Other Financing Uses	-	-	-	**-**	**-**	N/A	**-**	
	Other Cash Uses and Adjustments (e.g. Debt Principal)	(74,863)	16,159	-	**-**	**-**	N/A	**-**	
		$ 424,721	$ 619,368	$ 216,032	**$ 486,100**	**$ 65,260**	13%	**$ 486,100**	
90000	**Project Expenditures**								
5200	Operating Supplies	$ -	$ -	$ -	**$ -**	**$ -**	N/A	**$ -**	
5300	Contractual Services	3,884	36,092	2,212	**20,000**	**23,058**	115%	**20,000**	
5700	Capital Outlays	-	-	-	**-**	**-**	N/A	**-**	
		$ 3,884	$ 36,092	$ 2,212	**$ 20,000**	**$ 23,058**	115%	**$ 20,000**	
		$ 428,605	$ 655,460	$ 218,244	**$ 506,100**	**$ 88,318**	17%	**$ 506,100**	
	Available Cash Balance - EOY	$ 132,074	$ (48,336)	$ (88,913)	**$ 35,558**	**$ (118,162)**		**$ (35,013)**	

City of Muskegon

Quarterly Budget Reforecast - Other Funds

		Actual 2008	Actual 2009	Actual 2010 Stub Year (Unaudited)	Original Budget 2010-11	Actual 2010-11 (Thru August)	Actual As % of Revised	Reforecast Budget Estimate 2010-11	Comments
677	**General Insurance Fund**								
	Available Cash Balance - BOY	$ 1,206,249	$ 1,236,014	$ 1,339,236	**$ 1,356,699**	**$ 1,535,902**		**$ 1,535,902**	
	Means of Financing								
	Special assessments	$ -	$ -	$ -	**$ -**	**$ -**		**$ -**	
	Federal & state grants	-	-	-	**-**	**-**		**-**	
	State shared revenue	-	-	-	**-**	**-**		**-**	
	Charges for services	4,346,235	4,260,731	2,116,365	**2,977,543**	**444,535**		**2,977,543**	INTERDEPARTMENTAL CHARGES
	Interest income	30,784	5,257	4,577	**10,000**	**541**		**10,000**	
	MERS Retireee Health Reimbursement	-	-	-	**1,200,000**	**-**		**1,200,000**	
	Medicare Part D Rx Reimbursement	-	-	-	**35,000**	**-**		**35,000**	
	Repayment of DDA Advance	-	-	-	**-**	**-**		**-**	
	Operating transfers in	28,045	28,046	14,023	**28,046**	**6,281**		**28,046**	LOAN REPAYMENT - ARENA IMPROVEMENTS
	Other	-	4,863	6,038	**-**	**-**		**-**	
		$ 4,405,064	$ 4,298,897	$ 2,141,003	**$ 4,250,589**	**$ 451,357**		**$ 4,250,589**	
30851	**Operating Expenditures**								
5100	Salaries & Benefits	$ 28,622	$ 43,957	$ -	**$ 32,013**	**$ 4,679**	15%	**$ 32,013**	
5200	Operating Supplies	67	1,154	-	**-**	**-**	N/A	**-**	
5300	Contractual Services	3,924,027	4,215,551	1,944,337	**4,177,543**	**508,676**	12%	**4,177,543**	
5400	Other Expenses	1,144	1,141	-	**1,500**	**-**	0%	**1,500**	
5700	Capital Outlays	380	1,915	-	**2,000**	**-**	0%	**2,000**	
5900	Other Financing Uses	421,059	77,744	-	**-**	**-**	N/A	**-**	TRANSFERS TO DDA & GENERAL FUND
	Other Cash Uses and Adjustments (e.g. Debt Principal)	-	(145,787)	-	**-**	**-**	N/A	**-**	
		$ 4,375,299	$ 4,195,675	$ 1,944,337	**$ 4,213,056**	**$ 513,355**	12%	**$ 4,213,056**	
90000	**Project Expenditures**								
5200	Operating Supplies	$ -	$ -	$ -	**$ -**	**$ -**	N/A	**$ -**	
5300	Contractual Services	-	-	-	**-**	**-**	N/A	**-**	
5700	Capital Outlays	-	-	-	**-**	**-**	N/A	**-**	
		$ -	$ -	$ -	**$ -**	**$ -**	N/A	**$ -**	
		$ 4,375,299	$ 4,195,675	$ 1,944,337	**$ 4,213,056**	**$ 513,355**	12%	**$ 4,213,056**	
	Available Cash Balance - EOY	$ 1,236,014	$ 1,339,236	$ 1,535,902	**$ 1,394,232**	**$ 1,473,904**		**$ 1,573,435**	

City of Muskegon

Quarterly Budget Reforecast - Other Funds

		Actual 2008	Actual 2009	Actual 2010 Stub Year (Unaudited)	Original Budget 2010-11	Actual 2010-11 (Thru August)	Actual As % of Revised	Reforecast Budget Estimate 2010-11	Comments
590	**Sewer Fund**								
	Available Cash Balance - BOY	$ 767,541	$ (249,387)	$ 521,480	**$ 230,782**	**$ 1,575,727**		**$ 1,575,727**	
	Means of Financing								
	Special assessments	$ -	$ -	$ -	**$ -**	**$ -**		**$ -**	
	Federal & state grants	-	-	-	**10,000**	**-**		**10,000**	
	State shared revenue	-	-	-	**-**	**-**		**-**	
	Charges for services	5,193,218	5,584,293	3,369,596	**5,450,000**	**702,487**		**5,450,000**	
	Interest income	11,860	597	1,679	**30,000**	**641**		**30,000**	
	Repayment of DDA advance	-	-	-	**-**	**-**		**-**	
	Operating transfers in	-	-	-	**-**	**-**		**-**	
	Other	173,630	481,114	78,581	**80,000**	**7,415**		**80,000**	
		$ 5,378,708	$ 6,066,004	$ 3,449,856	**$ 5,570,000**	**$ 710,543**		**$ 5,570,000**	
30548	**Operating Expenditures Administration**								
5100	Salaries & Benefits	$ -	$ -	$ -	**$ -**	**$ -**	N/A	**$ -**	
5200	Operating Supplies	8	-	-	**-**	**-**	N/A	**-**	
5300	Contractual Services	330,080	363,113	188,402	**377,850**	**44,660**	12%	**377,850**	INSURANCE/INDIRECT COSTS/ADMINISTRATION FEE
5400	Other Expenses	2,214	5,087	6,254	**-**	**-**	N/A	**-**	
5700	Capital Outlays	-	-	-	**-**	**-**	N/A	**-**	
5900	Other Financing Uses	12,550	-	-	**-**	**-**	N/A	**-**	
	Other Cash Uses and Adjustments (e.g.	799,246	-	-	**-**	**-**	N/A	**-**	
		$ 1,144,098	$ 368,200	$ 194,656	**$ 377,850**	**$ 44,660**	12%	**$ 377,850**	
60559	**Operating Expenditures Maintenance**								
5100	Salaries & Benefits	$ 900,396	$ 728,753	$ 239,245	**$ 672,453**	**$ 81,006**	12%	**$ 672,453**	
5200	Operating Supplies	43,413	37,583	29,401	**183,950**	**371**	0%	**50,000**	
5300	Contractual Services	3,698,604	3,863,907	1,866,171	**3,442,960**	**47,804**	1%	**3,442,960**	
5400	Other Expenses	1,112	-	600	**1,000**	**-**	0%	**1,000**	
5700	Capital Outlays	517	18,960	1,520	**11,200**	**-**	0%	**11,200**	
5900	Other Financing Uses	-	-	-	**-**	**-**	N/A	**-**	
		$ 4,644,042	$ 4,649,203	$ 2,136,937	**$ 4,311,563**	**$ 129,181**	3%	**$ 4,177,613**	
90000	**Project Expenditures**								
5200	Operating Supplies	$ -	$ -	$ -	**$ -**	**$ -**	N/A	**$ -**	
5300	Contractual Services	607,496	277,734	64,016	**704,000**	**6,551**	1%	**670,000**	SEE "BUDGETED CAPITAL IMPROVEMENTS" FOR DETAIL
5700	Capital Outlays	-	-	-	**-**	**-**	N/A	**-**	
		$ 607,496	$ 277,734	$ 64,016	**$ 704,000**	**$ 6,551**	1%	**$ 670,000**	
		$ 6,395,636	$ 5,295,137	$ 2,395,609	**$ 5,393,413**	**$ 180,392**	3%	**$ 5,225,463**	
	Available Cash Balance - EOY	$ (249,387)	$ 521,480	$ 1,575,727	**$ 407,369**	**$ 2,105,878**		**$ 1,920,264**	

City of Muskegon

Quarterly Budget Reforecast - Other Funds

		Actual 2008	Actual 2009	Actual 2010 Stub Year (Unaudited)	Original Budget 2010-11	Actual 2010-11 (Thru August)	Actual As % of Revised	Reforecast Budget Estimate 2010-11	Comments
591	**Water Fund**								
	Available Cash Balance - BOY	$ 4,652,332	$ 3,232,652	$ 2,301,294	**$ 2,364,834**	**$ 2,875,264**		**$ 2,875,264**	
	Means of Financing								
	Special assessments	$ -	$ -	$ -	**$ -**	**$ -**		**$ -**	
	Federal & state grants	-	-	-	**70,000**	**-**		**70,000**	
	State shared revenue	-	-	-	**-**	**-**		**-**	
	Charges for services - City	3,478,847	2,967,961	1,564,652	**3,900,000**	**390,240**		**3,900,000**	
	Charges for services - Wholesale	2,244,638	2,281,977	989,519	**2,100,000**	**287,078**		**2,100,000**	
	Maintenance services - Township	169,165	162,300	88,858	**100,000**	**27,154**		**100,000**	
	Interest income	96,075	22,483	13,566	**60,000**	**1,032**		**60,000**	
	Lease of facilities	87,122	127,027	71,402	**80,537**	**19,961**		**80,537**	LEASE OF SPACE ON WATER TOWERS
	Repayment of DDA advance	-	-	-	**-**	**-**		**-**	
	Operating transfers in	-	-	-	**-**	**-**		**-**	
	Other	246,691	327,378	184,695	**-**	**24,132**		**-**	
		$ 6,322,538	$ 5,889,126	$ 2,912,692	**$ 6,310,537**	**$ 749,597**		**$ 6,310,537**	
30548	**Operating Expenditures Administration**								
5100	Salaries & Benefits	$ -	$ -	$ -	**$ -**	**$ -**	N/A	**$ -**	
5200	Operating Supplies	-	4,155	1,085	**-**	**-**	N/A	**-**	
5300	Contractual Services	492,164	512,150	258,076	**510,192**	**74,827**	15%	**510,192**	INSURANCE/INDIRECT COSTS/ADMINISTRATION FEE
5400	Other Expenses	1,808	5,295	7,960	**2,000**	**-**	0%	**2,000**	
5700	Capital Outlays	-	-	-	**-**	**-**	N/A	**-**	
5900	Other Financing Uses	622,551	567,463	-	**451,323**	**-**	0%	**451,323**	INTEREST ON WATER BONDS
	Other Cash Uses and Adjustments (e.g. Debt Principal)	1,706,765	1,110,000	570,000	**1,195,000**	**-**	0%	**1,195,000**	PRINCIPAL ON WATER BONDS
		$ 2,823,288	$ 2,199,063	$ 837,121	**$ 2,158,515**	**$ 74,827**	3%	**$ 2,158,515**	
60559	**Operating Expenditures Maintenance - City**								
5100	Salaries & Benefits	$ 789,743	$ 972,743	$ 420,828	**$ 815,966**	**$ 117,639**	14%	**$ 815,966**	
5200	Operating Supplies	293,935	1,361,098	48,567	**244,000**	**3,639**	1%	**244,000**	
5300	Contractual Services	377,064	368,258	149,061	**382,217**	**38,272**	10%	**382,217**	
5400	Other Expenses	34,634	35,364	29,769	**28,230**	**-**	0%	**28,230**	
5700	Capital Outlays	16,491	8,490	906	**16,500**	**-**	0%	**16,500**	
5900	Other Financing Uses	-	-	-	**-**	**-**	N/A	**-**	
		$ 1,511,867	$ 2,745,953	$ 649,131	**$ 1,486,913**	**$ 159,550**	11%	**$ 1,486,913**	
60558	**Operating Expenditures Filtration**								
5100	Salaries & Benefits	$ 608,545	$ 601,170	$ 299,682	**$ 670,771**	**$ 95,989**	14%	**$ 670,771**	
5200	Operating Supplies	219,890	238,676	93,186	**248,900**	**33,432**	13%	**248,900**	
5300	Contractual Services	517,062	490,099	246,943	**570,450**	**12,568**	2%	**570,450**	
5400	Other Expenses	1,968	1,384	750	**2,600**	**-**	0%	**2,600**	
5700	Capital Outlays	293,097	126,309	26,130	**44,800**	**178**	0%	**44,800**	
5900	Other Financing Uses	-	-	-	**-**	**-**	N/A	**-**	
	Replacement Reserve - DWRF	-	-	-	**290,000**	**-**	0%	**290,000**	
		$ 1,640,562	$ 1,457,638	$ 666,691	**$ 1,827,521**	**$ 142,167**	8%	**$ 1,827,521**	
90000	**Project Expenditures**								
5200	Operating Supplies	$ -	$ -	$ -	**$ -**	**$ -**	N/A	**$ -**	
5300	Contractual Services	1,766,501	417,830	185,779	**771,000**	**10,006**	1%	**821,000**	SEE "BUDGETED CAPITAL IMPROVEMENTS" FOR DETAIL
5700	Capital Outlays	-	-	-	**-**	**-**	N/A	**-**	
		$ 1,766,501	$ 417,830	$ 185,779	**$ 771,000**	**$ 10,006**	1%	**$ 821,000**	
		$ 7,742,218	$ 6,820,484	$ 2,338,722	**$ 6,243,949**	**$ 386,550**	6%	**$ 6,293,949**	
	Available Cash Balance - EOY	$ 3,232,652	$ 2,301,294	$ 2,875,264	**$ 2,431,422**	**$ 3,238,311**		**$ 2,891,852**	

City of Muskegon						
Quarterly Budget Reforecast and 2010-11 Proposed Budget						
		Responsibility	**Original Budget**	**Associated Grant**	**1Q Reforecast Budget Estimate 2010-11**	**Comments**
2010-11 PROJECTS						
101	**General Fund**					
	Seal City Hall		-	-	25,000	
			-	-	25,000	
202	**Major Streets**					
99127	Laketon, Barclay to Henry	Al-Shatel	520,000	494,000	630,000	Carryover from 2010 Budget
90125	Laketon-Henry Intersection	Al-Shatel	250,000	216,000	300,000	Carryover from 2010 Budget
	Laketon Traffic Signals: Hoyt, Getty, Roberts	Al-Shatel	260,000	211,000	260,000	Carryover from 2010 Budget
90105	Traffic Signal replacement/Upgrade at Sherman & Lincoln	Al-Shatel	138,000	125,000	138,000	
94020	Business US 31 (South Branch River Bridge)	Al-Shatel	79,000	-	79,000	
99130	Laketon, Peck to Wood	Al-Shatel	25,000		25,000	Carryover from 2009 Budget
98132	Getty, Marquette to Access	Al-Shatel	10,000		10,000	Carryover from 2009 Budget
98128	Park, Southern to Houston	Al-Shatel	13,000		13,000	Carryover from 2009 Budget
99128	Getty Street, Apple to Marquette (STP)	Al-Shatel	475,000	311,000	475,000	Bids Came in Higher in May
99132	Laketon, Henry to Park	Al-Shatel	750,000	560,000	750,000	STP Funds
99133	Getty Street, Keating to Laketon (STP)	Al-Shatel	500,000	300,000	500,000	STP Funds
	Ryerson Creek Fish Passage	Al-Shatel	-	506,000	546,000	
	ADA Ramps on Apple & Shoreline	Al-Shatel	-	-	8,000	
	Port City, Latimer to Laketon	Al-Shatel	-	102,000	165,000	Milling & Resurfacing
	Getty St., Laketon to Evanston	Al-Shatel	600,000	375,000	600,000	TEDF-F
			3,620,000	3,200,000	4,499,000	
203	**Local Streets**					
99136	White/Scott from Wood to Oak Street	Al-Shatel	39,000	-	39,000	

City of Muskegon						
Quarterly Budget Reforecast and 2010-11 Proposed Budget						
		Responsibility	**Original Budget**	**Associated Grant**	**1Q Reforecast Budget Estimate 2010-11**	**Comments**
			2010-11 PROJECTS			
	Dale, Peck to Clinton	Al-Shatel	-	-	30,000	
	Viridian Drive/Terrace Point Dr.	Al-Shatel	130,000	120,000	130,000	Reimbursed by GVSU
			169,000	120,000	199,000	
260	**Farmers' Market Improvement Fund**					
	Signage, ADA & building improvements		12,925	-	22,000	
			12,925	-	22,000	
404	**Public Improvement Fund**					
	No Budgeted Projects		-	-	-	
408	**Arena Maintenance Fund**					
	Masonry Repairs to South Annex Wall	Paul	-	-	75,000	
	No Budgeted Projects		-	-	-	
			-	-	75,000	
482	**State Grants Fund**					
99137	Energy Grant: Smith Ryerson/McGraft Park	Al-Shatel	184,000	65,000	244,000	
98114	Smith-Ryerson	Al-Shatel	300,000		450,000	Carryover from 2010 Budget
99118	Musketawa Trail Connection-phase IB (Keating to Black Creek)	Al-Shatel	275,000	275,000	275,000	
			759,000	340,000	969,000	
590	**Sewer**					
99132	Laketon, Henry to Park	Al-Shatel	60,000		60,000	
99133	Getty Street, Keating to Laketon (STP)	Al-Shatel	50,000		50,000	
99114	Fisherman's Village Lift Station Rehab	Al-Shatel	85,000	-	95,000	Carryover from 2010 Budget
99127	Laketon, Barclay to Henry	Al-Shatel	250,000	-	40,000	
	Sewer Rehabilitation Project (various projects)	Al-Shatel	100,000	-	100,000	

City of Muskegon						
Quarterly Budget Reforecast and 2010-11 Proposed Budget						
		Responsibility	**Original Budget**	**Associated Grant**	**1Q Reforecast Budget Estimate 2010-11**	**Comments**
			2010-11 PROJECTS			
	Isabella, Peck to Terrace	Al-Shatel	100,000		180,000	
	Viridian Drive/Terrace Point Dr.	Al-Shatel	15,000	10,000	15,000	Reimbursed by GVSU
	Getty, Laketon to Evanston	Al-Shatel	-	-	100,000	
90123	Walton, Pine to Terrace	Al-Shatel	14,000	-	-	
99136	White/Scott from Wood to Oak Street	Al-Shatel	30,000	-	30,000	
			704,000	10,000	670,000	
591	**Water**					
90108	Inspections, plans, & specs. - 3 elev. tanks, Plant clearwell, and Harvey reser	Al-Shatel	40,000	-	40,000	
99127	Laketon, Barclay to Henry	Al-Shatel	30,000	-	30,000	
	Water Main Replacement Project, various locations & 2" & 4" Mains replacem	Al-Shatel	150,000	-	150,000	
99132	Laketon, Henry to Park	Al-Shatel	25,000		25,000	
99133	Getty Street, Keating to Laketon (STP)	Al-Shatel	120,000		120,000	Main and Services Replacement
	Getty St., Laketon to Evanston	Al-Shatel	250,000		250,000	Main and Services Replacement
	Isabella, Peck to Terrace	Al-Shatel	95,000		95,000	Main and Services Replacement
	Viridian Drive/Terrace Point Dr. water looping	Al-Shatel	40,000		40,000	
	McGraft, Ruddiman to Montgomery	Al-Shatel	-		25,000	Work to be done in-house
	Leahy, Laketon to Larch	Al-Shatel	-		25,000	Work to be done in-house
99136	White/Scott from Wood to Oak Street	Al-Shatel	21,000	-	21,000	
			771,000	-	821,000	
642	**PSB**					
90113	DPW's easterly parking lot, resurfacing	Al-Shatel	75,000	-	75,000	
			75,000	-	75,000	

City of Muskegon						
Quarterly Budget Reforecast and 2010-11 Proposed Budget						
		Responsibility	**Original Budget**	**Associated Grant**	**1Q Reforecast Budget Estimate 2010-11**	**Comments**
			2010-11 PROJECTS			
643	**Engineering Services**					
99012	GIS Update and Maintenance	Al-Shatel	20,000	-	20,000	Licenses and Training
			20,000	-	20,000	
661	**Equipment Fund**					
5720/Quantity	*Non-Vehicular Equipment:*					
1	Sewer Truck/Vactor	Al-Shatel	275,000	-	275,000	
1	Asphalt Hot Box	Al-Shatel	20,000	-	20,000	
1	Concrete Saw	Al-Shatel	25,000	-	25,000	
1	Loader	Al-Shatel	120,000	-	120,000	
4	Turf Trucks	Al-Shatel	20,000	-	20,000	
			460,000	-	460,000	
5746	*Communications Equipment*					
1	Video system	Al-Shatel	8,000	-	8,000	
5	Cruiser radios	Al-Shatel	10,000	-	10,000	
6	In-car radios	Al-Shatel	15,000	-	15,000	
2	Light Bars	Al-Shatel	5,000	-	5,000	
			38,000	-	38,000	
5730	Vehicles:					
6	Police Patrol Cars	Al-Shatel	138,000	-	138,000	
5	Small Pickup	Al-Shatel	75,000	-	75,000	For Inspectors & 1 Supervisor
7	3/4 ton Pickup	Al-Shatel	175,000	-	175,000	Replace Old Construction Trucks
2	I ton dump 140,141	Al-Shatel	70,000	-	70,000	Replace 1996 Trucks
1	Plow Truck	Al-Shatel	140,000	-	140,000	Replace 1992 Truck

City of Muskegon						
Quarterly Budget Reforecast and 2010-11 Proposed Budget						
		Responsibility	**Original Budget**	**Associated Grant**	**1Q Reforecast Budget Estimate 2010-11**	**Comments**
2010-11 PROJECTS						
2	Sedan	Al-Shatel	30,000	-	30,000	
			628,000	-	628,000	
			1,126,000	-	1,126,000	
			$ 7,256,925	$ 3,670,000	$ 8,501,000	

Date: September 14, 2010

To: Honorable Mayor and City Commission

From: DPW – Water Filtration

RE: Elevated and Underground Water Storage Tank Inspections

SUMMARY OF REQUEST: To authorize staff to enter into agreement with engineering/inspection firms for inspection of three elevated and two underground water storage tanks.

FINANCIAL IMPACT: $18,000.00

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: Staff recommends the Mayor and City Commission authorize staff to enter into agreement with Dixon Engineering for inspection of the elevated water storage tanks at a cost of $6,000.00 and Williams & Works for inspection of the underground water storage tanks at a cost of $12,000.00.

MEMORANDUM

9/7/10

TO: M. AL-SHATEL, DPW DIRECTOR

FROM: R. VENEKLASEN, WATER FILTRATION

RE: ELEVATED AND UNDERGROUND WATER STORAGE TANK INSPECTIONS

BACKBROUND

The Michigan Department of Natural Resources and Environment, MDNRE, 2009 Sanitary Survey of the water system included a required inspection of the water storage facilities at the Water Filtration Plant, and in the field. The underground storage tanks that require inspection are the 3.2 million gallon 1964 Clearwell at the Plant and the 5.0 million gallon Harvey Street Booster Station Reservoir. The three 1.0 million gallon elevated storage tanks, Marshall, Roberts, and Nims also are required to be inspected. This activity was planned and included in the 2010 Capitol Improvements Budget for the water system.

PROPOSALS

It was determined the most cost effective approach would be to solicit inspection proposals from inspection/engineering design firms for all the sites. A proposed inspection schedule was created in an effort to allow efficiency in the inspection process and meet the requirements of the MDNRE and recommend any remedies along with suggested budget figures for planning. Proposals were received from five firms. The attached spreadsheet provides indication of the varying levels of participation and the associated costs.

RECOMMENDATION

Following careful review of the proposals it was determined that segregating the elevated tank and underground tank inspections was in the City's best interest.

Based on the proposals it is my recommendation that we enter into agreement with Dixon Engineering for the inspection of the three elevated storage tanks at a cost of $6,000.00. It is my recommendation that we enter into agreement with Williams & Works for the inspection of the two underground storage tanks at a cost of $12,000.00..

REQUEST FOR PROPOSALS (RECEIVED AS OF AUGUST 31, 2010)

INSPECT THREE ELEVATED WATER TANKS & TWO UNDERGROUND TANKS

NUMBER	CONTRACTOR	TELEPHONE	FAX	ADDRESS	SITE	UNDERGROUND	ELEVATED	TOTAL
1	Hubbell, Roth & Clark, Inc.	248-454-6300		P.O. Box 824, Bloomfield Hills, MI 48303-0824 801 Broadway NW, Grand Rapids, MI 49504				
					CLEARWELL	9,400.00		($17,800)
					HARVEY	9,400.00		18,800.00
2	Nelson Tank Engineering & Consulting, Inc. (NTEC)	517-321-1692	517-321-4405	16240 National Parkway, Lansing, MI 48906				
					ALL ELEVATED		7,050.00	7,050.00
3	Dixon Engineering & Inspection Services	616-374-3221	616-374-7116	1104 Third Ave., Lake Odessa, MI 48849				
					CLEARWELL	1,800.00		
					HARVEY	1,800.00		
					MARSHALL		2,000.00	
					ROBERTS		2,000.00	
					NIMS		2,000.00	9,600.00
4	Materials Testing Consultants, Inc.	800.968.TEST (8378)	616.456.5784	693 Plymouth N.E., Grand Rapids, MI 49505				
					CLEARWELL	17,400.00		
					HARVEY	15,400.00		32,800.00
5	Williams & Works	616-224-1500	616-224-1501	549 Ottawa Ave. NW, Grand Rapids, MI 49503				
					CLEARWELL	5,850.00		
					HARVEY	6,150.00		12,000.00

Commission Meeting Date: September 14, 2010

Date: **September 3, 2010**

To: **Honorable Mayor and City Commission**

From: **Community and Neighborhood Services Department**

RE: **Approval of the NSP Subrecipient Agreement with Habitat for Humanity for NSP Houses**

SUMMARY OF REQUEST: To approve for the Community and Neighborhood Services office to sign the 2009 Neighborhood Stabilization Program Subrecipient Agreement with Muskegon County Habitat for Humanity, using Neighborhood Stabilization Program (NSP) funds to build two new homes at 461 Marquette and 510 White, for a maximum of $40,000 for each home. 531 Orchard may also be included, not to exceed $120,000 for the three properties.

MSHDA is requiring this Subrecipient Agreement to cover NSP regulations pursuant to the City's NSP grant to include Habitat as a subrecipient.

FINANCIAL IMPACT: These projects will be using NSP funds and we will meet our goal of using 25% of our funds to sell to at or below 50% AMI families. Nothing will come out of the General Fund.

STAFF RECOMMENDATION: To approve for Community and Neighborhood Services to sign the 2009 Neighborhood Stabilization Program Subrecipient Agreement with Muskegon County Habitat for Humanity.

COMMITTEE RECOMMENDATION: The City Commission has already approved the Sponsorship Agreement with Habitat at the July 13, 2010 Commission meeting.

Commission Meeting Date: September 13, 2010

Date: September 3, 2010

To: Honorable Mayor & City Commission

From: Community and Neighborhood Services Department

RE: Rescind Bid for Complete Rehab at 1080 E. Laketon and Award to another contractor

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SUMMARY OF REQUEST: To rescind the bid to Murphy and Son Construction LLC for the complete rehabilitation of 1080 E. Laketon in the amount of $34,350 and award the bid to Statewide Abatement, 1720 N. Creston, Muskegon, 49445 in the amount of $46,875.

On July 27, 2010, the City Commission approved the bid for the complete rehabilitation of 1080 E. Laketon to Murphy and Son Construction LLC. The contractor is unable to produce the necessary Worker's Compensation insurance as required.

The second lowest bidder currently has several projects; therefore staff recommends that we accept the third lowest bidder, Statewide Abatement.

FINANCIAL IMPACT: None

BUDGET ACTION REQUIRED: None

STAFF RECOMMENDATION: To rescind the bid from Murphy and Son Construction LLC and award the bid to Statewide Abatement.

COMMITTEE RECOMMENDATION: None needed.

Date: September 14, 2010

To: Honorable Mayor and City Commissioners

From: Engineering

RE: City – MDOT Agreement for ADA Ramps upgrades along Apple Ave., Seaway Dr. & Shoreline Dr. at various locations within the City Limits

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SUMMARY OF REQUEST:

To approve the attached contract with MDOT to upgrade sidewalk ramps to ADA compliance along Apple Ave., Seaway Dr. and Shoreline Dr. within the City limits and to approve the attached resolution authorizing the Mayor and City Clerk to sign the contracts.

FINANCIAL IMPACT:

The City's required participation on this MDOT project is estimated at $7,400.

BUDGET ACTION REQUIRED:

If approved, this project needs to be incorporated into the 1st quarterly reforecast update of the 2010/2011 CIP budget.

STAFF RECOMMENDATION:

Approve the attached contract and resolution and authorize the mayor & clerk to sign both.

COMMITTEE RECOMMENDATION:

RESOLUTION_____

RESOLUTION FOR APPROVAL OF A CONTRACT AGREEMENT BETWEEN THE MICHIGAN DEPARTMENT OF TRANSPORTATION AND THE CITY OF MUSKEGON FOR THE INSTALLATION/UPGRADEING OF SIDEWALK RAMPS AT VARIOUS LOCATIONS ALONG M-46 (APPLE AVE.), US-31BR (SEAWAY DR.) AND SHORELINE DR. TOGETHER WITH OTHER NECESSARY RELATED WORK AND AUTHORIZATION FOR MAYOR STEPHEN J. WARMINGTON AND CITY CLERK ANN BECKER TO EXECUTE SAID CONTRACT

Moved by_____and supported by

Commissioner_____that the following Resolution be adopted:

WHEREAS, entry by the City of Muskegon into Contract no. **10-5414** between the Michigan Department of Transportation and the City of Muskegon for the **Sidewalk ramps installation and or upgrades for ADA compliance along Apple, Seaway & Shoreline Dr.** within the City is in the best interests of the City of Muskegon.

RESOLVED, that entry by the City into Contract Agreement Number **10-5414** be and the same is hereby authorized and approved and the Mayor and Clerk are authorized to execute said contract for and on behalf of the City of Muskegon.

Adopted this_____day of_____, 2010.

BY

_____

Stephen J. Warmington, Mayor

ATTEST

_____

Ann Becker, City Clerk

CERTIFICATION

This resolution was adopted at a meeting of the City Commission, held on _____**, 2010**. The meeting was properly held and noticed pursuant to the Open Meetings Act of the State of Michigan, Act 267 of the Public Acts of 1976.

CITY OF MUSKEGON

By_____

Ann Becker, City Clerk

ACT-51
FEDERAL AID PROGRESS PAYMENT

DAB

Control Section	ST 84913
Job Number	101397A; 101397C
Federal Project	STP 1084(107); STP 0784(107)
Federal Item	HH 6682; HH 5232
Contract	10-5414

RECEIVED
CITY OF MUSKEGON
AUG 27 2010
ENGINEERING DEPARTMENT

THIS CONTRACT is made and entered into this date of _____, by and between the MICHIGAN DEPARTMENT OF TRANSPORTATION, hereinafter referred to as the "DEPARTMENT"; and the CITY OF MUSKEGON, a Michigan municipal corporation, hereinafter referred to as the "CITY"; for the purpose of fixing the rights and obligations of the parties in agreeing to construction improvements located within the corporate limits of the CITY.

WITNESSETH:

WHEREAS, the parties hereto anticipate that payments by them and contributions by agencies of the Federal Government or other sources will be sufficient to pay the cost of construction or reconstruction of that which is hereinafter referred to as the "PROJECT" and which is located and described as follows:

> Installation or upgrading of sidewalk and sidewalk ramps at various locations along Highway M-46 (Apple Avenue) between Muskegon Avenue and Highway US-31, along Highway US-31BR (Seaway Drive) between Sherman Avenue and 4th Street, and along Highway US-31BR (Shoreline Drive) between 4th Street and Marquette Avenue; all together with necessary related work, located within the corporate limits of the CITY; and

WHEREAS, the DEPARTMENT presently estimates the PROJECT COST as hereinafter defined in Section 1 to be: $362,100; and

WHEREAS, the parties hereto have reached an understanding with each other regarding the performance of the PROJECT work and desire to set forth this understanding in the form of a written agreement.

NOW, THEREFORE, in consideration of the premises and of the mutual undertakings of the parties and in conformity with applicable law, it is agreed:

1. The CITY hereby consents to the designation of the PROJECT as a state trunkline highway. The parties shall undertake and complete the construction of the PROJECT as a state trunkline highway in accordance with this contract. The term "PROJECT COST", as herein used, is hereby defined as the cost of construction or reconstruction of the PROJECT including the costs of preliminary engineering (PE), plans and specifications; acquisition costs of the

property for rights of way, including interest on awards, attorney fees and court costs; physical construction necessary for the completion of the PROJECT as determined by the DEPARTMENT; and construction engineering (CE), legal, appraisal, financing, and any and all other expenses in connection with any of the above.

2. The cost of alteration, reconstruction and relocation, including plans thereof, of certain publicly owned facilities and utilities which may be required for the construction of the PROJECT, shall be included in the PROJECT COST; provided, however, that any part of such cost determined by the DEPARTMENT, prior to the commencement of the work, to constitute a betterment to such facility or utility, shall be borne wholly by the owner thereof.

3. The CITY shall make available to the PROJECT, at no cost, all lands required thereof, now owned by it or under its control for purpose of completing said PROJECT. The CITY shall approve all plans and specifications to be used on that portion of this PROJECT that are within the right of way which is owned or controlled by the CITY. That portion of the PROJECT which lies within the right of way under the control or ownership by the CITY shall become part of the CITY facility upon completion and acceptance of the PROJECT and shall be maintained by the CITY in accordance with standard practice at no cost to the DEPARTMENT. The DEPARTMENT assumes no jurisdiction of CITY right of way before, during or after completion and acceptance of the PROJECT.

4. The parties will continue to make available, without cost, their sewer and drainage structures and facilities for the drainage of the PROJECT.

5. The PROJECT COST shall be met in part by contributions from agencies of the Federal Government. The balance of the PROJECT COST shall be charged to and paid by the DEPARTMENT and the CITY in the following proportions and in the manner and at the times hereinafter set forth:

DEPARTMENT -	88.75%
CITY -	11.25%

The PROJECT COST and the respective shares of the parties, after Federal-aid, is estimated to be as follows:

	TOTAL ESTIMATED COST	FEDERAL AID	BALANCE AFTER FED AID	DEPT'S SHARE	CITY'S SHARE
Constr. & CE	$305,700	$250,200	$55,500	$49,250	$6,250
PE	$56,400	$46,150	$10,250	$9,100	$1,150
TOTAL	$362,100	$296,350	$65,750	$58,350	$7,400

The PE costs for will be apportioned in the same ratio as the actual construction award and the CE costs will be apportioned in the same ratio as the actual direct construction costs.

Participation, if any, by the CITY in the acquisition of trunkline right-of-way shall be in accordance with 1951 P.A. 51 Subsection 1d, MCL 247.651d. An amount equivalent to the federal highway funds for acquisition of right-of-way, as would have been available if application had been made thereof and approved by the Federal government, shall be deducted from the total PROJECT COST prior to determining the CITY'S share. Such deduction will be established from the applicable Federal-Aid matching ratio current at the time of acquisition.

6. The DEPARTMENT shall maintain and keep accurate records and accounts relative to the cost of the PROJECT. The DEPARTMENT may submit progress billings to the CITY on a biweekly basis for the CITY'S share of the cost of work performed to date, less all payments previously made by the CITY. No biweekly billings of a lesser amount than $1,000 shall be made unless it is a final or end of fiscal year billing. All billings will be labeled either "Progress Bill Number _____", or "Final Billing". Upon completion of the PROJECT, payment of all items of PROJECT COST and receipt of all Federal Aid, the DEPARTMENT shall make a final billing and accounting to the CITY.

7. In order to fulfill the obligations assumed by the CITY under the provisions of this contract, the CITY shall make prompt payments of its share of the PROJECT COST upon receipt of progress billings from the DEPARTMENT as herein provided. The CITY shall be billed for their share of the preliminary engineering costs upon award of the PROJECT. All payments will be made within 30 days of receipt of billings from the DEPARTMENT. Billings to the CITY will be based upon the CITY'S share of the actual costs incurred less Federal Aid earned as the work on the PROJECT progresses.

8. Pursuant to the authority granted by law, the CITY hereby irrevocably pledges a sufficient amount of funds received by it from the Michigan Transportation Fund to meet its required payments as specified herein.

9. If the CITY shall fail to make any of its required payments when due, as specified herein, the DEPARTMENT shall immediately notify the CITY and the State Treasurer of the State of Michigan or such other state officer or agency having charge and control over disbursement of the Michigan Transportation Fund, pursuant to law, of the fact of such default and the amount thereof, and, if such default is not cured by payment within ten (10) days, said State Treasurer or other state officer or agency is then authorized and directed to withhold from the first of such moneys thereafter allocated by law to the CITY from the Michigan transportation Fund sufficient moneys to remove the default, and to credit the CITY with payment thereof, and to notify the CITY in writing of such fact.

10. The CITY certifies, by execution of this contract, that, upon completion of construction of the PROJECT and at no cost to the PROJECT or the DEPARTMENT, it will properly maintain or provide for the maintenance and operation of the sidewalk facilities constructed as a part of the PROJECT, making ample provisions each year for the performance of such maintenance work as may be required.

11. The DEPARTMENT shall secure from the Federal Government approval of plans, specifications, and such cost estimates as may be required for the completion of the PROJECT; and shall take all necessary steps to qualify for Federal Aid such costs of acquisition of rights of way, construction, and reconstruction, including cost of surveys, design, construction engineering, and inspection for the PROJECT as deemed appropriate. The DEPARTMENT may elect not to apply for Federal Aid for portions of the PROJECT COST.

12. This contract is not intended to increase or decrease either party's liability, or immunity from, tort claims.

13. All of the PROJECT work shall be done by the DEPARTMENT.

14. In connection with the performance of the PROJECT work under this contract the parties hereto (hereinafter in Appendix "A" referred to as the "contractor") agree to comply with the State of Michigan provisions for "Prohibition of Discrimination in State Contracts", as set forth in Appendix A, attached hereto and made a part hereof. The parties further covenant that they will comply with the Civil Rights Acts of 1964, being P.L. 88-352, 78 Stat. 241, as amended, being Title 42 U.S.C. Sections 1971, 1975a-1975d, and 2000a-2000h-6 and the Regulations of the United States Department of Transportation (49 C.F.R. Part 21) issued pursuant to said Act, including Appendix "B", attached hereto and made a part hereof, and will require similar covenants on the part of any contractor or subcontractor employed in the performance of this contract. The parties will carry out the applicable requirements of the DEPARTMENT'S Disadvantaged Business Enterprise (DBE) program and 49 CFR, Part 26, including, but not limited to, those requirements set forth in Appendix C.

15, This contract shall become binding on the parties hereto and of full force and effect upon the signing thereof by the duly authorized officials for the CITY and for the DEPARTMENT; upon the adoption of a resolution approving said contract and authorizing the signatures thereto of the respective officials of the CITY, a certified copy of which resolution shall be attached to this contract; and with approval by the State Administrative Board.

IN WITNESS WHEREOF, the parties hereto have caused this contract to be executed the day and year first above written.

CITY OF MUSKEGON

By_____
Title:

By_____
Title:

MICHIGAN DEPARTMENT
OF TRANSPORTATION

By_____
Department Director MDOT

REVIEWED 8-10-10 CONTRACT ADMIN

FORM APPROVED 8/20/10 ASSISTANT ATTORNEY GENERAL

APPENDIX A
PROHIBITION OF DISCRIMINATION IN STATE CONTRACTS

In connection with the performance of work under this contract; the contractor agrees as follows:

1. In accordance with Act No. 453, Public Acts of 1976, the contractor hereby agrees not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or as a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, or marital status. Further, in accordance with Act No. 220, Public Acts of 1976 as amended by Act No. 478, Public Acts of 1980 the contractor hereby agrees not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of a disability that is unrelated to the individual's ability to perform the duties of a particular job or position. A breach of the above covenants shall be regarded as a material breach of this contract.

2. The contractor hereby agrees that any and all subcontracts to this contract, whereby a portion of the work set forth in this contract is to be performed, shall contain a covenant the same as hereinabove set forth in Section 1 of this Appendix.

3. The contractor will take affirmative action to insure that applicants for employment and employees are treated without regard to their race, color, religion, national origin, age, sex, height, weight, marital status or a disability that is unrelated to the individual's ability to perform the duties of a particular job or position. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

4. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, age, sex, height, weight, marital status or disability that is unrelated to the individual's ability to perform the duties of a particular job or position.

5. The contractor or his collective bargaining representative will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice advising the said labor union or workers' representative of the contractor's commitments under this appendix.

6. The contractor will comply with all relevant published rules, regulations, directives, and orders of the Michigan Civil Rights Commission which may be in effect prior to the taking of bids for any individual state project.

7. The contractor will furnish and file compliance reports within such time and upon such forms as provided by the Michigan Civil Rights Commission, said forms may also elicit information as to the practices, policies, program, and employment statistics of each subcontractor as well as the contractor himself, and said contractor will permit access to his books, records, and accounts by the Michigan Civil Rights Commission and/or its agent, for purposes of investigation to ascertain compliance with this contract and relevant with rules, regulations, and orders of the Michigan Civil Rights Commission.

8. In the event that the Civil Rights Commission finds, after a hearing held pursuant to its rules, that a contractor has not complied with the contractual obligations under this agreement, the Civil Rights Commission may, as part of its order based upon such findings, certify said findings to the Administrative Board of the State of Michigan, which Administrative Board may order the cancellation of the contract found to have been violated and/or declare the contractor ineligible for future contracts with the state and its political and civil subdivisions, departments, and officers, and including the governing boards of institutions of higher education, until the contractor complies with said order of the Civil Rights Commission. Notice of said declaration of future ineligibility may be given to any or all of the persons with whom the contractor is declared ineligible to contract as a contracting party in future contracts. In any case before the Civil Rights Commission in which cancellation of an existing contract is a possibility, the contracting agency shall be notified of such possible remedy and shall be given the option by the Civil Rights Commission to participate in such proceedings.

9. The contractor will include, or incorporate by reference, the provisions of the foregoing paragraphs (1) through (8) in every subcontract or purchase order unless exempted by the rules, regulations or orders of the Michigan Civil Rights Commission, and will provide in every subcontract or purchase order that said provisions will be binding upon each subcontractor or seller.

(Rev. 03/92)

APPENDIX B

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. Compliance with Regulations: The contractor shall comply with the Regulations relative to nondiscrimination in Federally assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 27, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

2. Nondiscrimination: The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or natural origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

4. Information and Reports: The contractor shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Michigan Department of Transportation or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the Michigan Department of Transportation, or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.

5. Sanctions for Noncompliance: In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the Michigan Department of Transportation shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:

   (a) Withholding of payments to the contractor under the contract until the contractor complies, and/or

   (b) Cancellation, termination, or suspension of the contract, in whole or in part.

6. Incorporation of Provisions: The contractor shall include the provisions of paragraphs 1 through 6 of every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the Michigan Department of Transportation or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for non-compliance; provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the Michigan Department of Transportation to enter into such litigation to protect the interests of the State, and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

APPENDIX C

TO BE INCLUDED IN ALL FINANCIAL ASSISTANCE AGREEMENTS WITH LOCAL AGENCIES

Assurance that Recipients and Contractors Must Make (Excerpts from US DOT Regulation 49 CFR 26.13)

A. Each financial assistance agreement signed with a DOT operating administration (or a primary recipient) must include the following assurance:

> The recipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any US DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The recipient shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of US DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR Part 26 and as approved by US DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the department may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

B. Each contract MDOT signs with a contractor (and each subcontract the prime contractor signs with a subcontractor) must include the following assurance:

> The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of US DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

Date: September 14, 2010

To: Honorable Mayor and City Commissioners

From: Engineering

RE: City – MDOT Agreement-milling & resurfacing of : Port City Blvd. from Latimer to Laketon Ave.

SUMMARY OF REQUEST:

To approve the attached contract with MDOT for the milling & resurfacing of Port City Blvd. between Latimer & Laketon Ave. using left over stimulus funds and to adopt the attached resolution authorizing the Mayor and City Clerk to sign the contract.

FINANCIAL IMPACT:

The projected cost of the proposed project is $165,000 of which MDOT's participation is limited to the federal funds of $102,632.

BUDGET ACTION REQUIRED:

Authorize staff to add to the 2010/2011 CIP via the 1st quarterly reforecast update.

STAFF RECOMMENDATION:

Approve the attached contract and resolution and authorizing the mayor & clerk to sign both.

COMMITTEE RECOMMENDATION:

RESOLUTION_____

RESOLUTION FOR APPROVAL OF A CONTRACT AGREEMENT BETWEEN THE MICHIGAN DEPARTMENT OF TRANSPORTATION AND THE CITY OF MUSKEGON FOR THE MILLING & RESURFACING OF PORT CITY BLVD. BETWEEN LATIMER & LAKETON AVENUE TOGETHER WITH OTHER NECESSARY RELATED WORK AND AUTHORIZATION FOR MAYOR STEPHEN J. WARMINGTON AND CITY CLERK ANN BECKER TO EXECUTE SAID CONTRACT

Moved by_____and supported by

Commissioner_____that the following Resolution be adopted:

WHEREAS, entry by the City of Muskegon into Contract no. **10-5654** between the Michigan Department of Transportation and the City of Muskegon for the **milling & resurfacing of Port City Blvd. between Latimer & Laketon** within the City is in the best interests of the City of Muskegon.

RESOLVED, that entry by the City into Contract Agreement Number **10-5654** be and the same is hereby authorized and approved and the Mayor and Clerk are authorized to execute said contract for and on behalf of the City of Muskegon.

Adopted this_____day of_____, 2010.

BY

_____

Stephen J. Warmington, Mayor

ATTEST

_____

Ann Becker, City Clerk

CERTIFICATION

This resolution was adopted at a meeting of the City Commission, held on _____**, 2010**. The meeting was properly held and noticed pursuant to the Open Meetings Act of the State of Michigan, Act 267 of the Public Acts of 1976.

CITY OF MUSKEGON

By_____

Ann Becker, City Clerk

ARRA

DIR

Control Section	ARUL 61407
Job Number	111263
Project	ARRA 1061(349)
Federal Item No.	JJ 4292
CFDA No.	20.205 (Highway Research Planning & Construction)
Contract No.	10-5654

PART I

THIS CONTRACT, consisting of PART I and PART II (Standard Agreement Provisions), is made and entered into this date of _____, by and between the MICHIGAN DEPARTMENT OF TRANSPORTATION, hereinafter referred to as the "DEPARTMENT"; and the CITY OF MUSKEGON, a Michigan municipal corporation, hereinafter referred to as the "REQUESTING PARTY"; for the purpose of fixing the rights and obligations of the parties in agreeing to the following improvements, in the City of Muskegon, Michigan, hereinafter referred to as the "PROJECT" and estimated in detail on EXHIBIT "I", dated August 25, 2010, attached hereto and made a part hereof:

Hot mix asphalt resurfacing work along Port City Boulevard from Latimer Street to Laketon Avenue; including cold milling, sidewalk ramps, and pavement marking work; and all together with necessary related work.

WITNESSETH:

WHEREAS, pursuant to Federal law, monies have been provided for the performance of certain improvements on public roads; and

WHEREAS, the reference "FHWA" in PART I and PART II refers to the United States Department of Transportation, Federal Highway Administration; and

WHEREAS, the PROJECT, or portions of the PROJECT, at the request of the REQUESTING PARTY, are being programmed with the FHWA, for implementation with the use of Federal Funds under the following Federal program(s) or funding:

AMERICAN RECOVERY AND REINVESTMENT ACT

WHEREAS, the parties hereto have reached an understanding with each other regarding the performance of the PROJECT work and desire to set forth this understanding in the form of a written contract.

NOW, THEREFORE, in consideration of the premises and of the mutual undertakings of the parties and in conformity with applicable law, it is agreed:

1. The parties hereto shall undertake and complete the PROJECT in accordance with the terms of this contract.

2. The term "PROJECT COST", as herein used, is hereby defined as the cost of the physical construction necessary for the completion of the PROJECT, including any other costs incurred by the DEPARTMENT as a result of this contract, except construction engineering and inspection.

No charges will be made by the DEPARTMENT to the PROJECT for any inspection work or construction engineering.

The costs incurred by the REQUESTING PARTY for preliminary engineering, construction engineering, construction materials testing, inspection, and right-of-way are excluded from the PROJECT COST as defined by this contract.

3. The DEPARTMENT is authorized by the REQUESTING PARTY to administer on behalf of the REQUESTING PARTY all phases of the PROJECT, including advertising and awarding the construction contract for the PROJECT or portions of the PROJECT. Such administration shall be in accordance with PART II, Section II of this contract.

Any items of the PROJECT COST incurred by the DEPARTMENT may be charged to the PROJECT.

4. The REQUESTING PARTY, at no cost to the PROJECT or to the DEPARTMENT, shall:

A. Design or cause to be designed the plans for the PROJECT.

B. Appoint a project engineer who shall be in responsible charge of the PROJECT and ensure that the plans and specifications are followed.

C. Perform or cause to be performed the construction engineering, construction materials testing, and inspection services necessary for the completion of the PROJECT.

The REQUESTING PARTY will furnish the DEPARTMENT proposed timing sequences for trunkline signals that, if any, are being made part of the improvement. No timing adjustments shall be made by the REQUESTING PARTY at any trunkline intersection, without prior issuances by the DEPARTMENT of Standard Traffic Signal Timing Permits.

5. The PROJECT COST shall be met in part by contributions by the Federal Government. Federal American Recovery and Reinvestment Act Funds shall be applied to the

eligible items of the PROJECT COST up to the lesser of: (1) $102,632, or (2) an amount such that 100 percent, the normal Federal participation ratio for such funds, is not exceeded at the time of the award of the construction contract. The balance of the PROJECT COST, after deduction of Federal Funds, shall be charged to and paid by the REQUESTING PARTY in the manner and at the times hereinafter set forth.

Any items of PROJECT COST not reimbursed by Federal Funds shall be the sole responsibility of the REQUESTING PARTY.

6. No working capital deposit will be required for this PROJECT.

In order to fulfill the obligations assumed by the REQUESTING PARTY under the provisions of this contract, the REQUESTING PARTY shall make prompt payments of its share of the PROJECT COST upon receipt of progress billings from the DEPARTMENT as herein provided. All payments will be made within 30 days of receipt of billings from the DEPARTMENT. Billings to the REQUESTING PARTY will be based upon the REQUESTING PARTY'S share of the actual costs incurred less Federal Funds earned as the PROJECT progresses.

In the event of any discrepancies between PART I and PART II of this contract, the provisions of PART I shall prevail.

7. At such time as traffic volumes and safety requirements warrant, the REQUESTING PARTY will cause to be enacted and enforced such ordinances as may be necessary to prohibit parking in the traveled roadway throughout the limits of the PROJECT.

8. The performance of the entire PROJECT under this contract, whether Federally funded or not, will be subject to the provisions and requirements of PART II that are applicable to a Federally funded project.

Buy American Requirements (23 CFR 635.410) shall apply to the PROJECT and will be adhered to, as applicable, by the parties hereto.

9. The REQUESTING PARTY certifies that a) it is a person under 1995 PA 71 and is not aware of and has no reason to believe that the property is a facility as defined in MSA 13A.20101(1)(l); b) the REQUESTING PARTY further certifies that it has completed the tasks required by MCL 324.20126 (3)(h); MSA 13A.20126(3)(h); c) it conducted a visual inspection of property within the existing right of way on which construction is to be performed to determine if any hazardous substances were present; and at sites on which historically were located businesses that involved hazardous substances, it performed a reasonable investigation to determine whether hazardous substances exist. This reasonable investigation should include, at a minimum, contact with local, state and federal environmental agencies to determine if the site has been identified as, or potentially as, a site containing hazardous substances; d) it did not cause or contribute to the release or threat of release of any hazardous substance found within the PROJECT limits.

The REQUESTING PARTY also certifies that, in addition to reporting the presence of any hazardous substances to the Department of Environmental Quality, it has advised the DEPARTMENT of the presence of any and all hazardous substances which the REQUESTING PARTY found within the PROJECT limits, as a result of performing the investigation and visual inspection required herein. The REQUESTING PARTY also certifies that it has been unable to identify any entity who may be liable for the cost of remediation. As a result, the REQUESTING PARTY has included all estimated costs of remediation of such hazardous substances in its estimated cost of construction of the PROJECT.

10. If, subsequent to execution of this contract, previously unknown hazardous substances are discovered within the PROJECT limits, which require environmental remediation pursuant to either state or federal law, the REQUESTING PARTY, in addition to reporting that fact to the Department of Environmental Quality, shall immediately notify the DEPARTMENT, both orally and in writing of such discovery. The DEPARTMENT shall consult with the REQUESTING PARTY to determine if it is willing to pay for the cost of remediation and, with the FHWA, to determine the eligibility, for reimbursement, of the remediation costs. The REQUESTING PARTY shall be charged for and shall pay all costs associated with such remediation, including all delay costs of the contractor for the PROJECT, in the event that remediation and delay costs are not deemed eligible by the FHWA. If the REQUESTING PARTY refuses to participate in the cost of remediation, the DEPARTMENT shall terminate the PROJECT. The parties agree that any costs or damages that the DEPARTMENT incurs as a result of such termination shall be considered a PROJECT COST.

11. If federal and/or state funds administered by the DEPARTMENT are used to pay the cost of remediating any hazardous substances discovered after the execution of this contract and if there is a reasonable likelihood of recovery, the REQUESTING PARTY, in cooperation with the Department of Environmental Quality and the DEPARTMENT, shall make a diligent effort to recover such costs from all other possible entities. If recovery is made, the DEPARTMENT shall be reimbursed from such recovery for the proportionate share of the amount paid by the FHWA and/or the DEPARTMENT and the DEPARTMENT shall credit such sums to the appropriate funding source.

12. The DEPARTMENT'S sole reason for entering into this contract is to enable the REQUESTING PARTY to obtain and use funds provided by the Federal Highway Administration pursuant to Title 23 of the United States Code.

Any and all approvals of, reviews of, and recommendations regarding contracts, agreements, permits, plans, specifications, or documents, of any nature, or any inspections of work by the DEPARTMENT or its agents pursuant to the terms of this contract are done to assist the REQUESTING PARTY in meeting program guidelines in order to qualify for available funds. Such approvals, reviews, inspections and recommendations by the DEPARTMENT or its agents shall not relieve the REQUESTING PARTY and the local agencies, as applicable, of their ultimate control and shall not be construed as a warranty of their propriety or that the DEPARTMENT or its agents is assuming any liability, control or jurisdiction.

The providing of recommendations or advice by the DEPARTMENT or its agents does not relieve the REQUESTING PARTY and the local agencies, as applicable of their exclusive jurisdiction of the highway and responsibility under MCL 691.1402, MSA 3.996(102).

When providing approvals, reviews and recommendations under this contract, the DEPARTMENT or its agents is performing a governmental function, as that term is defined in MCL 691.1401; MSA 3.996(101), which is incidental to the completion of the PROJECT.

13. The DEPARTMENT, by executing this contract, and rendering services pursuant to this contract, has not and does not assume jurisdiction of the highway, described as the PROJECT for purposes of MCL 691.1402; MSA 3.996(102). Exclusive jurisdiction of such highway for the purposes of MCL 691.1402; MSA 3.996(102) rests with the REQUESTING PARTY and other local agencies having respective jurisdiction.

14. The REQUESTING PARTY shall approve all of the plans and specifications to be used on the PROJECT and shall be deemed to have approved all changes to the plans and specifications when put into effect. It is agreed that ultimate responsibility and control over the PROJECT rests with the REQUESTING PARTY and local agencies, as applicable.

15. The REQUESTING PARTY agrees that the costs reported to the DEPARTMENT for this contract will represent only those items that are properly chargeable in accordance with this contract. The REQUESTING PARTY also certifies that it has read the contract terms and has made itself aware of the applicable laws, regulations, and terms of this contract that apply to the reporting of costs incurred under the terms of this contract.

16. The parties shall promptly provide comprehensive assistance and cooperation in defending and resolving any claims brought against the DEPARTMENT by the contractor, vendors or suppliers as a result of the DEPARTMENT'S award of the construction contract for the PROJECT. Costs incurred by the DEPARTMENT in defending or resolving such claims shall be considered PROJECT COSTS.

17. The DEPARTMENT shall require the contractor who is awarded the contract for the construction of the PROJECT to provide insurance in the amounts specified and in accordance with the DEPARTMENT'S current Standard Specifications for Construction and to:

A. Maintain bodily injury and property damage insurance for the duration of the PROJECT.

B. Provide owner's protective liability insurance naming as insureds the State of Michigan, the Michigan State Transportation Commission, the DEPARTMENT and its officials, agents and employees, the REQUESTING PARTY and any other county, county road commission, or municipality in whose jurisdiction the PROJECT is located, and their employees, for the duration of the PROJECT and to provide, upon request, copies of certificates of insurance to the insureds. It is understood that the

DEPARTMENT does not assume jurisdiction of the highway described as the PROJECT as a result of being named as an insured on the owner's protective liability insurance policy.

C. Comply with the requirements of notice of cancellation and reduction of insurance set forth in the current standard specifications for construction and to provide, upon request, copies of notices and reports prepared to those insured.

18. In accordance with the American Recovery and Reinvestment Act of 2009 (ARRA), the following language is made a part of this contract and is to be made a part of all tier subcontracts or consultant contracts for work covered by this contract funded with funds appropriated or otherwise made available by the ARRA:

Pursuant to Section 902 of the ARRA, the United States Comptroller and any of his representatives have the authority:

(1) to examine any records of the contractor or any of its subcontractors, or any State or local agency administering such contract, that directly pertain to, and involve transactions relating to, the contract or subcontract; and

(2) to interview any officer or employee of the contractor or any of its subcontractors, or any State or local government agency administering the contract, regarding the transactions.

The United States Comptroller and his representatives have the authority and rights provided under Section 902 of the ARRA with respect to this contract. As provided in Section 902 of the ARRA, nothing in Section 902 of the ARRA shall be interpreted to limit or restrict in any way any existing authority of the Comptroller General.

Pursuant to Section 1515 of the ARRA, any representatives of the Inspector General have the authority:

(1) to examine any records of the contractor or grantee, any of its subcontractors or subgrantees, or any State or local agency administering such contract, that pertain to, and involve transactions relating to the contract, subcontract, grant, or subgrant; and

(2) to interview any officer or employee of the contractor, grantee, subgrantee, or agency regarding such transactions.

Nothing set forth in Section 1515 of the ARRA shall be interpreted to limit or restrict in any way any existing authority of an inspector general.

19. As a part of the ARRA, Davis-Bacon prevailing wage requirements apply to all ARRA funded construction projects regardless of location (including projects on local roads or rural minor collectors, and Transportation Enhancement projects outside the highway right-of-way) and will be adhered to, as applicable, by the parties hereto.

20. Within ten (10) days after the end of each month in which ARRA funded PROJECT work is performed, the REQUESTING PARTY shall provide the DEPARTMENT a monthly report, in a format and on forms approved by the DEPARTMENT, which shall include, for such work performed by the REQUESTING PARTY, the contractor, and all tier subcontractors and consultants in that preceding month:

* The total number of employees who performed work on this contract
* The total number of hours worked by employees who performed work on this contract
* The total wages of employees who performed work on this contract

If necessary to conform to guidance provided by the FHWA concerning the ARRA reporting requirements, the REQUESTING PARTY will revise their reporting as directed by the DEPARTMENT. Failure to comply with the reporting requirements under ARRA would jeopardize the DEPARTMENT'S continued receipt of ARRA funding. Should the REQUESTING PARTY fail to comply with the above monthly reporting, the DEPARTMENT may withhold reimbursement of federal funds for the PROJECT work until compliance is achieved.

21. In accordance with the ARRA, the following language is made a part of this contract and is to be made a part of all tier subcontracts or consultant contracts for work covered by this contract funded with funds appropriated or otherwise made available by the ARRA:

Pursuant to Section 1553 of the ARRA, all non-federal employers receiving ARRA funds, including the State of Michigan, all contractors and grantees of the State of Michigan, and all subcontractors and subgrantees, are prohibited from discharging, demoting or otherwise discriminating against an employee for disclosures by the employee that the employee reasonably believes are evidence of:

(1) gross mismanagement of a contract or grant relating to ARRA funds;
(2) a gross waste of ARRA funds;
(3) a substantial and specific danger to public health or safety related to the implementation or use of ARRA funds;
(4) an abuse of authority related to the implementation or use of ARRA funds; or
(5) a violation of law, rule, or regulation related to an agency contract (including the competition for or negotiation of a contract) or grant, awarded or issued relating to ARRA funds.

Any employer receiving ARRA funds must post notice of the rights and remedies available to employees under Section 1553 of the ARRA.

22. This contract shall become binding on the parties hereto and of full force and effect upon the signing thereof by the duly authorized officials for the parties hereto and upon the adoption of the necessary resolutions approving said contract and authorizing the signatures thereto of the respective officials of the REQUESTING PARTY, a certified copy of which resolution shall be attached to this contract.

IN WITNESS WHEREOF, the parties hereto have caused this contract to be executed the day and year first above written.

CITY OF MUSKEGON

By_____
Title:

By_____
Title:

MICHIGAN DEPARTMENT
OF TRANSPORTATION

By_____
Department Director MDOT

WCS REVIEWED 8-31-10

FORM APPROVED 9/1/10 ASSISTANT ATTORNEY GENERAL

August 25, 2010

EXHIBIT I

CONTROL SECTION	ARUL 61407
JOB NUMBER	111263
PROJECT	ARRA 1061(349)

ESTIMATED COST

CONTRACTED WORK

Estimated Cost	$159,300

COST PARTICIPATION

GRAND TOTAL ESTIMATED COST	$159,300
Less Federal Funds*	$102,632
BALANCE (REQUESTING PARTY'S SHARE)	$ 56,668

*Federal Funds for the PROJECT are limited to an amount as described in Section 5.

NO DEPOSIT

PART II

STANDARD AGREEMENT PROVISIONS

SECTION I COMPLIANCE WITH REGULATIONS AND DIRECTIVES

SECTION II PROJECT ADMINISTRATION AND SUPERVISION

SECTION III ACCOUNTING AND BILLING

SECTION IV MAINTENANCE AND OPERATION

SECTION V SPECIAL PROGRAM AND PROJECT CONDITIONS

SECTION I

COMPLIANCE WITH REGULATIONS AND DIRECTIVES

A. To qualify for eligible cost, all work shall be documented in accordance with the requirements and procedures of the DEPARTMENT.

B. All work on projects for which reimbursement with Federal funds is requested shall be performed in accordance with the requirements and guidelines set forth in the following Directives of the Federal-Aid Policy Guide (FAPG) of the FHWA, as applicable, and as referenced in pertinent sections of Title 23 and Title 49 of the Code of Federal Regulations (CFR), and all supplements and amendments thereto.

1. Engineering

   a. FAPG (6012.1): Preliminary Engineering

   b. FAPG (23 CFR 172): Administration of Engineering and Design Related Service Contracts

   c. FAPG (23 CFR 635A): Contract Procedures

   d. FAPG (49 CFR 18.22): Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments–Allowable Costs

2. Construction

   a. FAPG (23 CFR 140E): Administrative Settlement Costs-Contract Claims

   b. FAPG (23 CFR 140B): Construction Engineering Costs

   c. FAPG (23 CFR 17): Recordkeeping and Retention Requirements for Federal-Aid Highway Records of State Highway Agencies

   d. FAPG (23 CFR 635A): Contract Procedures

   e. FAPG (23 CFR 635B): Force Account Construction

   f. FAPG (23 CFR 645A): Utility Relocations, Adjustments and Reimbursement

g. FAPG (23 CFR 645B): Accommodation of Utilities (PPM 30-4.1)

h. FAPG (23 CFR 655F): Traffic Control Devices on Federal-Aid and other Streets and Highways

i. FAPG (49 CFR 18.22): Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments–Allowable Costs

3. Modification Or Construction Of Railroad Facilities

a. FAPG (23 CFR 140I): Reimbursement for Railroad Work

b. FAPG (23 CFR 646B): Railroad Highway Projects

C. In conformance with FAPG (23 CFR 630C) Project Agreements, the political subdivisions party to this contract, on those Federally funded projects which exceed a total cost of $100,000.00 stipulate the following with respect to their specific jurisdictions:

1. That any facility to be utilized in performance under or to benefit from this contract is not listed on the Environmental Protection Agency (EPA) List of Violating Facilities issued pursuant to the requirements of the Federal Clean Air Act, as amended, and the Federal Water Pollution Control Act, as amended.

2. That they each agree to comply with all of the requirements of Section 114 of the Federal Clean Air Act and Section 308 of the Federal Water Pollution Control Act, and all regulations and guidelines issued thereunder.

3. That as a condition of Federal aid pursuant to this contract they shall notify the DEPARTMENT of the receipt of any advice indicating that a facility to be utilized in performance under or to benefit from this contract is under consideration to be listed on the EPA List of Violating Facilities.

D. Ensure that the PROJECT is constructed in accordance with and incorporates all committed environmental impact mitigation measures listed in approved environmental documents unless modified or deleted by approval of the FHWA.

E. All the requirements, guidelines, conditions and restrictions noted in all other pertinent Directives and Instructional Memoranda of the FHWA will apply to this contract and will be adhered to, as applicable, by the parties hereto.

SECTION II

PROJECT ADMINISTRATION AND SUPERVISION

A. The DEPARTMENT shall provide such administrative guidance as it determines is required by the PROJECT in order to facilitate the obtaining of available federal and/or state funds.

B. The DEPARTMENT will advertise and award all contracted portions of the PROJECT work. Prior to advertising of the PROJECT for receipt of bids, the REQUESTING PARTY may delete any portion or all of the PROJECT work. After receipt of bids for the PROJECT, the REQUESTING PARTY shall have the right to reject the amount bid for the PROJECT prior to the award of the contract for the PROJECT only if such amount exceeds by twenty percent (20%) the final engineer's estimate therefor. If such rejection of the bids is not received in writing within two (2) weeks after letting, the DEPARTMENT will assume concurrence. The DEPARTMENT may, upon request, readvertise the PROJECT. Should the REQUESTING PARTY so request in writing within the aforesaid two (2) week period after letting, the PROJECT will be cancelled and the DEPARTMENT will refund the unused balance of the deposit less all costs incurred by the DEPARTMENT.

C. The DEPARTMENT will perform such inspection services on PROJECT work performed by the REQUESTING PARTY with its own forces as is required to ensure compliance with the approved plans & specifications.

D. On those projects funded with Federal monies, the DEPARTMENT shall as may be required secure from the FHWA approval of plans and specifications, and such cost estimates for FHWA participation in the PROJECT COST.

E. All work in connection with the PROJECT shall be performed in conformance with the Michigan Department of Transportation Standard Specifications for Construction, and the supplemental specifications, Special Provisions and plans pertaining to the PROJECT and all materials furnished and used in the construction of the PROJECT shall conform to the aforesaid specifications. No extra work shall be performed nor changes in plans and specifications made until said work or changes are approved by the project engineer and authorized by the DEPARTMENT.

F. Should it be necessary or desirable that portions of the work covered by this contract be accomplished by a consulting firm, a railway company, or governmental agency, firm, person, or corporation, under a subcontract with the REQUESTING PARTY at PROJECT expense, such subcontracted arrangements will be covered by formal written agreement between the REQUESTING PARTY and that party.

This formal written agreement shall: include a reference to the specific prime contract to which it pertains; include provisions which clearly set forth the maximum reimbursable and the basis of payment; provide for the maintenance of accounting records in accordance with generally accepted accounting principles, which clearly document the actual cost of the services provided; provide that costs eligible for reimbursement shall be in accordance with clearly defined cost criteria such as 49 CFR Part 18, 48 CFR Part 31, 23 CFR Part 140, OMB Circular A-87, etc. as applicable; provide for access to the department or its representatives to inspect and audit all data and records related to the agreement for a minimum of three years after the department's final payment to the local unit.

All such agreements will be submitted for approval by the DEPARTMENT and, if applicable, by the FHWA prior to execution thereof, except for agreements for amounts less than $100,000 for preliminary engineering and testing services executed under and in accordance with the provisions of the "Small Purchase Procedures" FAPG (23 CFR 172), which do not require prior approval of the DEPARTMENT or the FHWA.

Any such approval by the DEPARTMENT shall in no way be construed as a warranty of the subcontractor's qualifications, financial integrity, or ability to perform the work being subcontracted.

G. The REQUESTING PARTY, at no cost to the PROJECT or the DEPARTMENT, shall make such arrangements with railway companies, utilities, etc., as may be necessary for the performance of work required for the PROJECT but for which Federal or other reimbursement will not be requested.

H. The REQUESTING PARTY, at no cost to the PROJECT, or the DEPARTMENT, shall secure, as necessary, all agreements and approvals of the PROJECT with railway companies, the Railroad Safety & Tariffs Division of the DEPARTMENT and other concerned governmental agencies other than the FHWA, and will forward same to the DEPARTMENT for such reviews and approvals as may be required.

I. No PROJECT work for which reimbursement will be requested by the REQUESTING PARTY is to be subcontracted or performed until the DEPARTMENT gives written notification that such work may commence.

J. The REQUESTING PARTY shall be responsible for the payment of all costs and expenses incurred in the performance of the work it agrees to undertake and perform.

K. The REQUESTING PARTY shall pay directly to the party performing the work all billings for the services performed on the PROJECT which are authorized by or through the REQUESTING PARTY.

L. The REQUESTING PARTY shall submit to the DEPARTMENT all paid billings for which reimbursement is desired in accordance with DEPARTMENT procedures.

M. All work by a consulting firm will be performed in compliance with the applicable provisions of 1980 PA 299, Subsection 2001, MCL 339.2001; MSA 18.425(2001), as well as in accordance with the provisions of all previously cited Directives of the FHWA.

N. The project engineer shall be subject to such administrative guidance as may be deemed necessary to ensure compliance with program requirement and, in those instances where a consultant firm is retained to provide engineering and inspection services, the personnel performing those services shall be subject to the same conditions.

O. The DEPARTMENT, in administering the PROJECT in accordance with applicable Federal and State requirements and regulations, neither assumes nor becomes liable for any obligations undertaken or arising between the REQUESTING PARTY and any other party with respect to the PROJECT.

P. In the event it is determined by the DEPARTMENT that there will be either insufficient Federal funds or insufficient time to properly administer such funds for the entire PROJECT or portions thereof, the DEPARTMENT, prior to advertising or issuing authorization for work performance, may cancel the PROJECT, or any portion thereof, and upon written notice to the parties this contract shall be void and of no effect with respect to that cancelled portion of the PROJECT. Any PROJECT deposits previously made by the parties on the cancelled portions of the PROJECT will be promptly refunded.

Q. Those projects funded with Federal monies will be subject to inspection at all times by the DEPARTMENT and the FHWA.

SECTION III

ACCOUNTING AND BILLING

A. Procedures for billing for work undertaken by the REQUESTING PARTY:

1. The REQUESTING PARTY shall establish and maintain accurate records, in accordance with generally accepted accounting principles, of all expenses incurred for which payment is sought or made under this contract, said records to be hereinafter referred to as the "RECORDS". Separate accounts shall be established and maintained for all costs incurred under this contract.

   The REQUESTING PARTY shall maintain the RECORDS for at least three (3) years from the date of final payment of Federal Aid made by the DEPARTMENT under this contract. In the event of a dispute with regard to the allowable expenses or any other issue under this contract, the REQUESTING PARTY shall thereafter continue to maintain the RECORDS at least until that dispute has been finally decided and the time for all available challenges or appeals of that decision has expired.

   The DEPARTMENT, or its representative, may inspect, copy, or audit the RECORDS at any reasonable time after giving reasonable notice.

   If any part of the work is subcontracted, the REQUESTING PARTY shall assure compliance with the above for all subcontracted work.

   In the event that an audit performed by or on behalf of the DEPARTMENT indicates an adjustment to the costs reported under this contract, or questions the allowability of an item of expense, the DEPARTMENT shall promptly submit to the REQUESTING PARTY, a Notice of Audit Results and a copy of the audit report which may supplement or modify any tentative findings verbally communicated to the REQUESTING PARTY at the completion of an audit.

   Within sixty (60) days after the date of the Notice of Audit Results, the REQUESTING PARTY shall: (a) respond in writing to the responsible Bureau or the DEPARTMENT indicating whether or not it concurs with the audit report, (b) clearly explain the nature and basis for any disagreement as to a disallowed item of expense and, (c) submit to the DEPARTMENT a written explanation as to any questioned or no opinion expressed item of expense, hereinafter referred to as the "RESPONSE". The RESPONSE shall be clearly stated and provide any supporting documentation necessary to resolve any disagreement or questioned or no opinion expressed item of expense. Where the documentation is voluminous, the REQUESTING PARTY may supply appropriate excerpts and make alternate

arrangements to conveniently and reasonably make that documentation available for review by the DEPARTMENT. The RESPONSE shall refer to and apply the language of the contract. The REQUESTING PARTY agrees that failure to submit a RESPONSE within the sixty (60) day period constitutes agreement with any disallowance of an item of expense and authorizes the DEPARTMENT to finally disallow any items of questioned or no opinion expressed cost.

The DEPARTMENT shall make its decision with regard to any Notice of Audit Results and RESPONSE within one hundred twenty (120) days after the date of the Notice of Audit Results. If the DEPARTMENT determines that an overpayment has been made to the REQUESTING PARTY, the REQUESTING PARTY shall repay that amount to the DEPARTMENT or reach agreement with the DEPARTMENT on a repayment schedule within thirty (30) days after the date of an invoice from the DEPARTMENT. If the REQUESTING PARTY fails to repay the overpayment or reach agreement with the DEPARTMENT on a repayment schedule within the thirty (30) day period, the REQUESTING PARTY agrees that the DEPARTMENT shall deduct all or a portion of the overpayment from any funds then or thereafter payable by the DEPARTMENT to the REQUESTING PARTY under this contract or any other agreement, or payable to the REQUESTING PARTY under the terms of 1951 PA 51, as applicable. Interest will be assessed on any partial payments or repayment schedules based on the unpaid balance at the end of each month until the balance is paid in full. The assessment of interest will begin thirty (30) days from the date of the invoice. The rate of interest will be based on the Michigan Department of Treasury common cash funds interest earnings. The rate of interest will be reviewed annually by the DEPARTMENT and adjusted as necessary based on the Michigan Department of Treasury common cash funds interest earnings. The REQUESTING PARTY expressly consents to this withholding or offsetting of funds under those circumstances, reserving the right to file a lawsuit in the Court of Claims to contest the DEPARTMENT'S decision only as to any item of expense the disallowance of which was disputed by the REQUESTING PARTY in a timely filed RESPONSE.

The REQUESTING PARTY shall comply with the Single Audit Act of 1984, P.L. 98-502.

The REQUESTING PARTY shall adhere to the following requirements associated with audits of accounts and records:

a. Agencies expending a total of $500,000 or more in federal funds, from one or more funding sources in its fiscal year, shall comply with the requirements of the federal Office of Management and Budget (OMB) Circular A-133, as revised or amended.

The agency shall submit two copies of:

The Reporting Package
The Data Collection Form
The management letter to the agency, if one issued by the audit firm

The OMB Circular A-133 audit must be submitted to the address below in accordance with the time frame established in the circular, as revised or amended.

b. Agencies expending less than $500,000 in federal funds must submit a letter to the Department advising that a circular audit was not required. The letter shall indicate the applicable fiscal year, the amount of federal funds spent, the name(s) of the Department federal programs, and the CFDA grant number(s). This information must also be submitted to the address below.

c. Address: Michigan Department of Transportation
Bureau of Highways Technical Services
425 W. Ottawa, P.O. Box 30050
Lansing, MI 48909

d. Agencies must also comply with applicable State laws and regulations relative to audit requirements.

e. Agencies shall not charge audit costs to Department's federal programs which are not in accordance with the OMB Circular A-133 requirements.

f. All agencies are subject to the federally required monitoring activities, which may include limited scope reviews and other on-site monitoring.

2. Agreed Unit Prices Work - All billings for work undertaken by the REQUESTING PARTY on an agreed unit price basis will be submitted in accordance with the Michigan Department of Transportation Standard Specifications for Construction and pertinent FAPG Directives and Guidelines of the FHWA.

3. Force Account Work and Subcontracted Work - All billings submitted to the DEPARTMENT for Federal reimbursement for items of work performed on a force account basis or by any subcontract with a consulting firm, railway company, governmental agency or other party, under the terms of this contract, shall be prepared in accordance with the provisions of the pertinent FHPM Directives and the procedures of the DEPARTMENT. Progress billings may be submitted monthly during the time work is being performed provided, however, that no bill of a lesser amount than $1,000.00 shall be submitted unless it is a final

or end of fiscal year billing. All billings shall be labeled either "Progress Bill Number _____", or "Final Billing".

4. Final billing under this contract shall be submitted in a timely manner but not later than six months after completion of the work. Billings for work submitted later than six months after completion of the work will not be paid.

5. Upon receipt of billings for reimbursement for work undertaken by the REQUESTING PARTY on projects funded with Federal monies, the DEPARTMENT will act as billing agent for the REQUESTING PARTY, consolidating said billings with those for its own force account work and presenting these consolidated billings to the FHWA for payment. Upon receipt of reimbursement from the FHWA, the DEPARTMENT will promptly forward to the REQUESTING PARTY its share of said reimbursement.

6. Upon receipt of billings for reimbursement for work undertaken by the REQUESTING PARTY on projects funded with non-Federal monies, the DEPARTMENT will promptly forward to the REQUESTING PARTY reimbursement of eligible costs.

B. Payment of Contracted and DEPARTMENT Costs:

1. As work on the PROJECT commences, the initial payments for contracted work and/or costs incurred by the DEPARTMENT will be made from the working capital deposit. Receipt of progress payments of Federal funds, and where applicable, State Critical Bridge funds, will be used to replenish the working capital deposit. The REQUESTING PARTY shall make prompt payments of its share of the contracted and/or DEPARTMENT incurred portion of the PROJECT COST upon receipt of progress billings from the DEPARTMENT. Progress billings will be based upon the REQUESTING PARTY'S share of the actual costs incurred as work on the PROJECT progresses and will be submitted, as required, until it is determined by the DEPARTMENT that there is sufficient available working capital to meet the remaining anticipated PROJECT COSTS. All progress payments will be made within thirty (30) days of receipt of billings. No monthly billing of a lesser amount than $1,000.00 will be made unless it is a final or end of fiscal year billing. Should the DEPARTMENT determine that the available working capital exceeds the remaining anticipated PROJECT COSTS, the DEPARTMENT may reimburse the REQUESTING PARTY such excess. Upon completion of the PROJECT, payment of all PROJECT COSTS, receipt of all applicable monies from the FHWA, and completion of necessary audits, the REQUESTING PARTY will be reimbursed the balance of its deposit.

2. In the event that the bid, plus contingencies, for the contracted, and/or the DEPARTMENT incurred portion of the PROJECT work exceeds the estimated cost therefor as established by this contract, the REQUESTING PARTY may be advised and billed for the additional amount of its share.

C. General Conditions:

1. The DEPARTMENT, in accordance with its procedures in existence and covering the time period involved, shall make payment for interest earned on the balance of working capital deposits for all projects on account with the DEPARTMENT. The REQUESTING PARTY in accordance with DEPARTMENT procedures in existence and covering the time period involved, shall make payment for interest owed on any deficit balance of working capital deposits for all projects on account with the DEPARTMENT. This payment or billing is processed on an annual basis corresponding to the State of Michigan fiscal year. Upon receipt of billing for interest incurred, the REQUESTING PARTY promises and shall promptly pay the DEPARTMENT said amount.

2. Pursuant to the authority granted by law, the REQUESTING PARTY hereby irrevocably pledges a sufficient amount of funds received by it from the Michigan Transportation Fund to meet its obligations as specified in PART I and PART II. If the REQUESTING PARTY shall fail to make any of its required payments when due, as specified herein, the DEPARTMENT shall immediately notify the REQUESTING PARTY and the State Treasurer of the State of Michigan or such other state officer or agency having charge and control over disbursement of the Michigan Transportation Fund, pursuant to law, of the fact of such default and the amount thereof, and, if such default is not cured by payment within ten (10) days, said State Treasurer or other state officer or agency is then authorized and directed to withhold from the first of such monies thereafter allocated by law to the REQUESTING PARTY from the Michigan Transportation Fund sufficient monies to remove the default, and to credit the REQUESTING PARTY with payment thereof, and to notify the REQUESTING PARTY in writing of such fact.

3. Upon completion of all work under this contract and final audit by the DEPARTMENT or the FHWA, the REQUESTING PARTY promises to promptly repay the DEPARTMENT for any disallowed items of costs previously disbursed by the DEPARTMENT. The REQUESTING PARTY pledges its future receipts from the Michigan Transportation Fund for repayment of all disallowed items and, upon failure to make repayment for any disallowed items within ninety (90) days of demand made by the DEPARTMENT, the DEPARTMENT is hereby authorized to withhold an equal amount from the REQUESTING PARTY'S share of any future distribution of Michigan Transportation Funds in settlement of said claim.

4. The DEPARTMENT shall maintain and keep accurate records and accounts relative to the cost of the PROJECT and upon completion of the PROJECT, payment of all items of PROJECT COST, receipt of all Federal Aid, if any, and completion of final audit by the DEPARTMENT and if applicable, by the FHWA, shall make final accounting to the REQUESTING PARTY. The final PROJECT accounting will not include interest earned or charged on working capital deposited for the PROJECT which will be accounted for separately at the close of the State of Michigan fiscal year and as set forth in Section C(1).

5. The costs of engineering and other services performed on those projects involving specific program funds and one hundred percent (100%) local funds will be apportioned to the respective portions of that project in the same ratio as the actual direct construction costs unless otherwise specified in PART I.

SECTION IV

MAINTENANCE AND OPERATION

A. Upon completion of construction of each part of the PROJECT, at no cost to the DEPARTMENT or the PROJECT, each of the parties hereto, within their respective jurisdictions, will make the following provisions for the maintenance and operation of the completed PROJECT:

1. All Projects:

   Properly maintain and operate each part of the project, making ample provisions each year for the performance of such maintenance work as may be required, except as qualified in paragraph 2b of this section.

2. Projects Financed in Part with Federal Monies:

   a. Sign and mark each part of the PROJECT, in accordance with the current Michigan Manual of Uniform Traffic control Devices, and will not install, or permit to be installed, any signs, signals or markings not in conformance with the standards approved by the FHWA, pursuant to 23 USC 109(d).

   b. Remove, prior to completion of the PROJECT, all encroachments from the roadway right-of-way within the limits of each part of the PROJECT.

      With respect to new or existing utility installations within the right-of-way of Federal Aid projects and pursuant to FAPG (23 CFR 645B): Occupancy of non-limited access right-of-way may be allowed based on consideration for traffic safety and necessary preservation of roadside space and aesthetic quality. Longitudinal occupancy of non-limited access right-of-way by private lines will require a finding of significant economic hardship, the unavailability of practicable alternatives or other extenuating circumstances.

   c. Cause to be enacted, maintained and enforced, ordinances and regulations for proper traffic operations in accordance with the plans of the PROJECT.

   d. Make no changes to ordinances or regulations enacted, or traffic controls installed in conjunction with the PROJECT work without prior review by the DEPARTMENT and approval of the FHWA, if required.

B. On projects for the removal of roadside obstacles, the parties, upon completion of construction of each part of the PROJECT, at no cost to the PROJECT or the DEPARTMENT, will, within their respective jurisdictions, take such action as is necessary to assure that the roadway right-of-way, cleared as the PROJECT, will be maintained free of such obstacles.

C. On projects for the construction of bikeways, the parties will enact no ordinances or regulations prohibiting the use of bicycles on the facility hereinbefore described as the PROJECT, and will amend any existing restrictive ordinances in this regard so as to allow use of this facility by bicycles. No motorized vehicles shall be permitted on such bikeways or walkways constructed as the PROJECT except those for maintenance purposes.

D. Failure of the parties hereto to fulfill their respective responsibilities as outlined herein may disqualify that party from future Federal-aid participation in projects on roads or streets for which it has maintenance responsibility. Federal Aid may be withheld until such time as deficiencies in regulations have been corrected, and the improvements constructed as the PROJECT are brought to a satisfactory condition of maintenance.

SECTION V

SPECIAL PROGRAM AND PROJECT CONDITIONS

A. Those projects for which the REQUESTING PARTY has been reimbursed with Federal monies for the acquisition of right-of-way must be under construction by the close of the twentieth (20th) fiscal year following the fiscal year in which the FHWA and the DEPARTMENT projects agreement covering that work is executed, or the REQUESTING PARTY may be required to repay to the DEPARTMENT, for forwarding to the FHWA, all monies distributed as the FHWA'S contribution to that right-of-way.

B. Those projects for which the REQUESTING PARTY has been reimbursed with Federal monies for the performance of preliminary engineering must be under construction by the close of the tenth (10th) fiscal year following the fiscal year in which the FHWA and the DEPARTMENT projects agreement covering that work is executed, or the REQUESTING PARTY may be required to repay to the DEPARTMENT, for forwarding to the FHWA, all monies distributed as the FHWA'S contribution to that preliminary engineering.

C. On those projects funded with Federal monies, the REQUESTING PARTY, at no cost to the PROJECT or the DEPARTMENT, will provide such accident information as is available and such other information as may be required under the program in order to make the proper assessment of the safety benefits derived from the work performed as the PROJECT. The REQUESTING PARTY will cooperate with the DEPARTMENT in the development of reports and such analysis as may be required and will, when requested by the DEPARTMENT, forward to the DEPARTMENT, in such form as is necessary, the required information.

D. In connection with the performance of PROJECT work under this contract the parties hereto (hereinafter in Appendix "A" referred to as the "contractor") agree to comply with the State of Michigan provisions for "Prohibition of Discrimination in State Contracts", as set forth in Appendix A, attached hereto and made a part hereof. The parties further covenant that they will comply with the Civil Rights Acts of 1964, being P.L. 88-352, 78 Stat. 241, as amended, being Title 42 U.S.C. Sections 1971, 1975a-1975d, and 2000a-2000h-6 and the Regulations of the United States Department of Transportation (49 C.F.R. Part 21) issued pursuant to said Act, including Appendix "B", attached hereto and made a part hereof, and will require similar covenants on the part of any contractor or subcontractor employed in the performance of this contract.

E. The parties will carry out the applicable requirements of the DEPARTMENT'S Disadvantaged Business Enterprise (DBE) program and 49 CFR, Part 26, including, but not limited to, those requirements set forth in Appendix C.

APPENDIX A
PROHIBITION OF DISCRIMINATION IN STATE CONTRACTS

In connection with the performance of work under this contract; the contractor agrees as follows:

1. In accordance with Act No. 453, Public Acts of 1976, the contractor hereby agrees not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or as a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, or marital status. Further, in accordance with Act No. 220, Public Acts of 1976 as amended by Act No. 478, Public Acts of 1980 the contractor hereby agrees not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of a disability that is unrelated to the individual's ability to perform the duties of a particular job or position. A breach of the above covenants shall be regarded as a material breach of this contract.

2. The contractor hereby agrees that any and all subcontracts to this contract, whereby a portion of the work set forth in this contract is to be performed, shall contain a covenant the same as hereinabove set forth in Section 1 of this Appendix.

3. The contractor will take affirmative action to insure that applicants for employment and employees are treated without regard to their race, color, religion, national origin, age, sex, height, weight, marital status or a disability that is unrelated to the individual's ability to perform the duties of a particular job or position. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

4. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, age, sex, height, weight, marital status or disability that is unrelated to the individual's ability to perform the duties of a particular job or position.

5. The contractor or his collective bargaining representative will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice advising the said labor union or workers' representative of the contractor's commitments under this appendix.

6. The contractor will comply with all relevant published rules, regulations, directives, and orders of the Michigan Civil Rights Commission which may be in effect prior to the taking of bids for any individual state project.

7. The contractor will furnish and file compliance reports within such time and upon such forms as provided by the Michigan Civil Rights Commission, said forms may also elicit information as to the practices, policies, program, and employment statistics of each subcontractor as well as the contractor himself, and said contractor will permit access to his books, records, and accounts by the Michigan Civil Rights Commission and/or its agent, for purposes of investigation to ascertain compliance with this contract and relevant with rules, regulations, and orders of the Michigan Civil Rights Commission.

8. In the event that the Civil Rights Commission finds, after a hearing held pursuant to its rules, that a contractor has not complied with the contractual obligations under this agreement, the Civil Rights Commission may, as part of its order based upon such findings, certify said findings to the Administrative Board of the State of Michigan, which Administrative Board may order the cancellation of the contract found to have been violated and/or declare the contractor ineligible for future contracts with the state and its political and civil subdivisions, departments, and officers, and including the governing boards of institutions of higher education, until the contractor complies with said order of the Civil Rights Commission. Notice of said declaration of future ineligibility may be given to any or all of the persons with whom the contractor is declared ineligible to contract as a contracting party in future contracts. In any case before the Civil Rights Commission in which cancellation of an existing contract is a possibility, the contracting agency shall be notified of such possible remedy and shall be given the option by the Civil Rights Commission to participate in such proceedings.

9. The contractor will include, or incorporate by reference, the provisions of the foregoing paragraphs (1) through (8) in every subcontract or purchase order unless exempted by the rules, regulations or orders of the Michigan Civil Rights Commission, and will provide in every subcontract or purchase order that said provisions will be binding upon each subcontractor or seller.

(Rev. 03/92)

APPENDIX B

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. Compliance with Regulations: The contractor shall comply with the Regulations relative to nondiscrimination in Federally assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 27, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

2. Nondiscrimination: The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or natural origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

4. Information and Reports: The contractor shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Michigan Department of Transportation or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the Michigan Department of Transportation, or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.

5. Sanctions for Noncompliance: In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the Michigan Department of Transportation shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:

   (a) Withholding of payments to the contractor under the contract until the contractor complies, and/or

   (b) Cancellation, termination, or suspension of the contract, in whole or in part.

6. Incorporation of Provisions: The contractor shall include the provisions of paragraphs 1 through 6 of every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the Michigan Department of Transportation or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for non-compliance; provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the Michigan Department of Transportation to enter into such litigation to protect the interests of the State, and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

APPENDIX C

TO BE INCLUDED IN ALL FINANCIAL ASSISTANCE AGREEMENTS WITH LOCAL AGENCIES

Assurance that Recipients and Contractors Must Make (Excerpts from US DOT Regulation 49 CFR 26.13)

A. Each financial assistance agreement signed with a DOT operating administration (or a primary recipient) must include the following assurance:

> The recipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any US DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The recipient shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of US DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR Part 26 and as approved by US DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the department may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

B. Each contract MDOT signs with a contractor (and each subcontract the prime contractor signs with a subcontractor) must include the following assurance:

> The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of US DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

Date: September 14, 2010

To: Honorable Mayor and City Commissioners

From: Dwana Thompson, Affirmative Action

RE: American's with Disabilities Act (ADA) Project Civic Access Settlement Agreement with the Department of Justice

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SUMMARY OF REQUEST:

Permission to enter into a long term agreement with the Department of Justice that will promote inclusion and bring the city into compliance with the ADA.

FINANCIAL IMPACT:

Unknown.

BUDGET ACTION REQUIRED:

Adjustments will be required for 2010/2011.

STAFF RECOMMENDATION:

To approve and authorize the mayor and clerk to sign the agreement.

AFFIRMATIVE ACTION & RISK MANAGEMENT

Memo

To: Honorable Mayor and City Commissioners

From: Dwana Thompson, Affirmative Action

Date: September 14, 2010

Re: ADA Project Civic Access – Settlement Agreement

The United States Department of Justice initiated a compliance review of the City of Muskegon under title II of the Americans with Disabilities Act of 1990. The review was conducted in August of 2008 by the Disability Rights Section of the Department's Civil Rights Division and focused on the City's accessibility and inclusion in its facilities, services, policies, and practices. City staff and Department of Justice staff have had several meetings and discussions which have resulted in the attached document of agreed upon improvements to bring the City of Muskegon into compliance with the Americans with Disabilities Act.

Staff is recommending approval of the agreement and authorization for the mayor and clerk to sign.

SETTLEMENT AGREEMENT BETWEEN

THE UNITED STATES OF AMERICA

AND

THE CITY OF MUSKEGON, MICHIGAN

UNDER THE AMERICANS WITH DISABILITIES ACT

DJ 204-38-109

BACKGROUND

SCOPE OF THE INVESTIGATION

The United States Department of Justice (Department) initiated this matter as a compliance review of the City of Muskegon under title II of the Americans with Disabilities Act of 1990 (ADA), 42 U.S.C. §§ 12131-12134, and the Department's implementing regulation, 28 C.F.R. Part 35.

The review was conducted by the Disability Rights Section of the Department's Civil Rights Division and focused on the City's compliance with the following title II requirements:

- to conduct a self-evaluation of its services, policies, and practices by July 26, 1992, and make modifications necessary to comply with the Department's title II regulation, 28 C.F.R. § 35.105;

- to notify applicants, participants, beneficiaries, and other interested persons of their rights and the City's obligations under title II and the Department's regulation, 28 C.F.R. § 35.106;

- to designate a responsible employee to coordinate its efforts to comply with and carry out the City's ADA responsibilities, 28 C.F.R. § 35.107(a);

- to establish a grievance procedure for resolving complaints of violations of title II, 28 C.F.R. § 35.107(b);

- to operate each program, service, or activity so that, when viewed in its entirety, it is readily accessible to and usable by individuals with disabilities, 28 C.F.R. §§ 35.149 - 35.150, by:

- delivery of services, programs, or activities in alternate ways, including, for example, redesign of equipment, reassignment of services, assignment of aides, home visits, or other methods of compliance or, if these methods are not effective in making the programs accessible,

- physical changes to buildings (required to have been made by January 26, 1995), in accordance with the Department's title II regulation, 28 C.F.R. §§ 35.150 and 35.151, and the ADA Standards for Accessible Design (Standards), 28 C.F.R. pt. 36, App. A, or the Uniform Federal Accessibility Standards (UFAS), 41 C.F.R. § 101-19.6, App. A.

- to ensure that facilities for which construction or alteration was begun after January 26, 1992, are readily accessible to and usable by people with disabilities, in accordance with 1) the Department's title II regulation and 2) the Standards or UFAS, 28 C.F.R. § 35.151;

- to ensure that communications with applicants, participants, and members of the public with disabilities are as effective as communications with others, including furnishing auxiliary aids and services when necessary, 28 C.F.R. § 35.160;

- to provide direct access via TTY (text telephone) or computer-to-telephone emergency services, including 9-1-1 services, for persons who use TTYs and computer modems, 28 C.F.R. § 35.162;

- to provide information for interested persons with disabilities concerning the existence and location of the City's accessible services, activities, and facilities, 28 C.F.R. § 35.163(a); and

- to provide signage at all inaccessible entrances to each of its facilities, directing users to an accessible entrance or to information about accessible facilities, 28 C.F.R. § 35.163(b).

As part of its compliance review, the Department reviewed the following facilities, which – because construction or alterations commenced after January 26, 1992 – must comply with the ADA's new construction or alterations requirements: Beachwood Park, Monet Garden, Fire Station 4, Central Fire Station/9-1-1 Call Center, Cross Lake Express Ferry Terminal, and L.C. Walker Arena.

The Department's program access review covered those of the City's programs, services, and activities that operate in the following facilities: Aadmodt Park, Beukema Park, City Hall, Muskegon Police Station, Pere Marquette Park, Muskegon Farmers Market, Fishermans' Landing, St. Joseph Park, Indian Cemetery, Clara Shepherd Park, Margaret Drake Elliott Park, Hartshorn Marina, Smith Ryerson Community Center/Park, Veterans Memorial Park, O. A. Seyferth Park, Grand Truck Launch Ramp, Donald J. Campbell Park, Norman F. Kruse Park, Filtration Plant Campus, Lakeside Cemetery Office and Storage, Reese Park, Sheldon Park

Shelter, McGraft Park and Community Center, Public Service Building, CW Marsh Field, Evergreen Cemetery/Mausoleum, and McCrea Playfield.

The Department conducted a program access review of the following polling places: Marquette School, Steele Middle School, Oakview School, Smith-Ryerson, McLaughlin School, Hackley Administration, Moon School, Nelson School, Fire Station #4, Glenside School, McGraft Park and Community Center, Bunker Middle School, and Bluffton School. This review was limited to the areas of the facilities used by the voting public: parking, the route from the parking area to the area used for voting, and the area used for voting.

The Department reviewed the City's policies and procedures regarding voting, emergency management and disaster prevention, and sidewalk maintenance to evaluate whether persons with disabilities have an equal opportunity to utilize these programs.

Finally, the Department reviewed the City's Police Department's policies and procedures regarding providing effective communication to persons who are deaf or hard-of-hearing.

JURISDICTION

1. The ADA applies to the City because it is a "public entity" as defined by title II. 42 U.S.C. § 12131(1).

2. The Department is authorized under 28 C.F.R. Part 35, Subpart F, to determine the compliance of the City with title II of the ADA and the Department's title II implementing regulation, to issue findings, and, where appropriate, to negotiate and secure voluntary compliance agreements. Furthermore, the Attorney General is authorized, under 42 U.S.C. § 12133, to bring a civil action enforcing title II of the ADA should the Department fail to secure voluntary compliance pursuant to Subpart F.

3. The parties to this Agreement are the United States of America and the City of Muskegon.

4. In order to avoid the burdens and expenses of an investigation and possible litigation, the parties enter into this Agreement.

5. In consideration of, and consistent with, the terms of this Agreement, the Attorney General agrees to refrain from filing a civil suit in this matter regarding all matters contained within this Agreement, except as provided in the section entitled "Implementation and Enforcement."

ACTIONS TAKEN BY THE CITY OF MUSKEGON

6. The City appointed an ADA Coordinator in 2007. Prior to that time, the City Clerk coordinated requests for reasonable accommodations for community meetings and polling places.

7. The City conducted a self-evaluation and transition plan in 2007.

REMEDIAL ACTION

NOTIFICATION

8. Within two months of the effective date of this Agreement, the City will adopt the attached Notice (Attachment A); distribute it to all agency heads; publish the Notice in a local newspaper of general circulation serving the City; post the Notice on its Internet Home Page; and post copies in conspicuous locations in its public buildings. It will refresh the posted copies, and update the contact information contained on the Notice, as necessary, for the life of this Agreement. Copies will also be provided to any person upon request.

9. Within three months of the effective date of this Agreement, and on yearly anniversaries of this Agreement until it expires, the City will implement and report to the Department its written procedures for providing information for interested persons with disabilities concerning the existence and location of the City's accessible programs, services, and activities.

GRIEVANCE PROCEDURE

10. Within three months of the effective date of this Agreement, the City will adopt the attached ADA Grievance Procedure (Attachment B), distribute it to all agency heads, and post copies of it in conspicuous locations in each of its public buildings. It will refresh the posted copies, and update the contact information contained on it, as necessary, for the life of the Agreement. Copies will also be provided to any person upon request.

GENERAL EFFECTIVE COMMUNICATION PROVISIONS

11. Within three months of the effective date of this Agreement, the City will identify sources of qualified sign language and oral interpreters, real-time transcription services, and vendors that can put documents in Braille, and will implement and report to the Department its written procedures, with time frames, for fulfilling requests from the public for sign language or oral interpreters, real-time transcription services, and documents in alternate formats (Braille, large print, cassette tapes, accessible electronic format (*e.g.*, HTML), etc.).

12. The City will take steps to ensure that all appropriate employees are trained and practiced in using the Michigan Relay Center to make and receive calls.

LAW ENFORCEMENT AND EFFECTIVE COMMUNICATION

13. Within six months of the effective date of this Agreement, the City will adapt for its own use and implement the Muskegon Police Department's Policy Statement on Effective Communication with People Who are Deaf or Hard of Hearing (Attachment C) and distribute to all police department officers the *Guide for Law Enforcement Officers When in Contact with People Who are Deaf or Hard of Hearing* (Attachment D).

14. Within three months of the effective date of this Agreement, the City will contract with one or more local qualified oral/sign language interpreter agencies to ensure that the interpreting services will be available on a priority basis, twenty-four hours per day, seven days a week, to its police department or make other appropriate arrangements (such as contracting directly with or hiring qualified interpreters).

15. Within three months of the effective date of this Agreement, the City will ensure that each police station or substation is equipped with a working TTY to enable persons who are deaf, hard of hearing, or who have speech impairments to make outgoing telephone calls. Where inmate telephone calls are time-limited, the City will adopt policies permitting inmates who use TTYs a longer period of time to make those calls, due to the slower nature of TTY communications compared with voice communications.

EMPLOYMENT

16. Within three months of the effective date of this Agreement, the City will amend its employment policies, as necessary, to comply with the regulations of the U.S. Equal Employment Opportunity Commission implementing title I of the Americans with Disabilities Act of 1990, codified at 29 C.F.R. Part 1630. At minimum, those policies will provide that the City:

- will not discriminate on the basis of disability in its hiring or employment practices.
- will not ask a job applicant about the existence, nature, or severity of a disability. Applicants may be asked about their ability to perform specific job functions. Medical examinations or inquiries may be made, but only after a conditional offer of employment is made and only if required of all applicants for the position.
- will make reasonable accommodations for the known physical or mental limitations of a qualified applicant or employee with a disability upon request unless the accommodation would cause an undue hardship on the operation of the City's business. If an applicant or an employee requests a reasonable accommodation and the individual's disability and need for the accommodation are not readily apparent

or otherwise known, the City may ask the individual for information necessary to determine if the individual has a disability-related need for the accommodation.

- will maintain any employee's medical records separate from personnel files and keep them confidential.

- will make an individualized assessment of whether a qualified individual with a disability meets selection criteria for employment decisions. To the extent the City's selection criteria have the effect of disqualifying an individual because of disability, those criteria will be job-related and consistent with business necessity.

POLLING PLACES

17. Some of the City polling places may be owned or operated by other public entities subject to title II or by public accommodations subject to title III and, as such, would be subject to the obligation to provide program access or to remove barriers to accessibility under the ADA. This Agreement does not limit future enforcement action against the owners or operators of these polling places by any person or entity, including the Department.

18. Before designating any site as a new polling place, the City will survey the site using the survey instrument at Exhibit F to determine whether the site contains barriers to access by people with disabilities in the parking, exterior route to the entrance, entrance, interior route to the voting area, or voting area. The City will not designate any such site as a polling place until all such barriers have been removed.

19. The Department surveyed certain of City's polling places. Barriers to access at such polling places owned by the City and the dates by which the City will remove barriers are noted in Attachments I, J, and K.

20. Barriers to access at the polling places not owned by the City which were surveyed by the Department are noted in Attachment E. Within one month of the effective date of this Agreement, the City will request in writing that each of the owners and operators of the polling places listed in Attachment E remove the noted barriers to access for persons with disabilities within one year of the effective date of this Agreement. The City will provide a copy of the Department's *ADA Checklist for Polling Places* (www.ada.gov/votingck.htm) with the written request. The City will simultaneously send a courtesy copy of the request to the Department.

21. Within 3 months of the effective date of this Agreement, the City will survey all facilities listed in Attachment E to determine whether the barriers noted have been removed. If not, for each polling place that still contains inaccessible parking, exterior route to the entrance, entrance, interior route to the voting area, or voting area, the City will identify within 6 months of the effective date of this Agreement an alternate location where these elements are accessible. That identification will utilize the survey instrument that appears as

Attachment F to this Agreement. The City will then take immediate steps to change its polling place to the new location. Under this provision of the Agreement, the City will ensure that barriers at each polling place identified in Attachment E are either removed or a substitute accessible polling place is in operation before the next election occurring more than 12 months after the effective date of this Agreement.

22. Within 6 months of the effective date of this Agreement, using the survey instrument at Attachment F, the City will survey all polling places not surveyed by the Department to identify barriers to access by people with disabilities in the parking, exterior route to the entrance, entrance, interior route to the voting area, and voting area. Within 12 months of the effective date of this Agreement, for each such polling place, the City will then either (1) ensure that all barriers to access by people with disabilities have been removed or (2) identify an alternate polling place with no barriers to access by people with disabilities. That identification of accessible polling places will utilize the survey instrument that appears as Attachment F to this Agreement. The City will then take immediate steps to change each new inaccessible polling place to a new accessible location. Under this provision of the Agreement, the City will ensure that barriers at each polling place the Department did not survey are either removed or a substitute accessible polling place is in operation before the next election occurring more than 18 months after the effective date of this Agreement.

23. Until all polling places in each precinct or voting district have accessible parking, exterior routes, entrances, interior routes to the voting area, and voting area, prior to each election, the City will identify and widely publicize to the public and to persons with disabilities and organizations serving them the most accessible polling place(s) for each precinct or voting district.

24. Within three months of the effective date of this Agreement, the City will provide opportunities for same-day balloting for voters with disabilities whose assigned polling place does not have accessible parking, exterior route to entrance, entrance, interior route to the voting area, and voting area. The method for providing these opportunities may include allowing the individual to vote at another nearby location that is accessible, allowing individuals with disabilities to vote by an absentee ballot that is accepted if postmarked on the day of the election (or picked up by election officials at the home of the voter on the same day as the election), providing curbside voting at the inaccessible polling place, or any other method that ensures that voters with disabilities have the same degree of information available to them when casting their ballots as others. If curbside assistance is provided and a polling place official is not stationed outside to provide assistance to people with disabilities in curbside voting, it must include a reliable, effective mechanism by which individuals with disabilities can summon election officials to provide curbside assistance without leaving their vehicles and ensure prompt response and assistance with curbside voting from polling officials.

25. Within three months of the effective date of this Agreement, the City will survey its voter registration locations for accessibility to persons with disabilities by using the form provided at Attachment F and will report the results of this survey to the Department. If barriers to access are identified, the City will implement and report to the Department its plan to provide program access, which may include allowing persons to register to vote through alternative means or at alternative locations.

26. Within three months of the effective date of this Agreement, the City will make all voter registration materials available in alternate formats, including Braille, large print, audio tape, and accessible electronic format (*e.g.*, HTML).

27. Within the month prior to the next election that utilizes the City's polling places, and at yearly anniversaries of the effective date of this Agreement until it expires, the City will train poll workers on the rights of people with disabilities and the practical aspects of assuring those rights. The training will cover, at minimum, the need to maintain the physical accessibility of polling locations; how to assist people with disabilities, as necessary; and how to operate any non-standard voting equipment or accessible features of standard equipment (particularly new, accessible equipment).

EMERGENCY MANAGEMENT PROCEDURES AND POLICIES

28. The Department will work collaboratively with the City to ensure that the City's Emergency Operations Plan (EOP) will be in compliance with ADA requirements. The touchstone for compliance with ADA requirements relating to emergency management is Chapter 7 of the Department's *ADA Best Practices Tool Kit for State and Local Government* (*ADA Tool Kit*), which addresses in detail key ADA obligations that apply to all aspects of emergency management, including planning, preparedness, evacuation, shelters, medical and social services, lodging and housing programs, recovery, and rebuilding.

29. The City is committed to compliance with the ADA requirements as described in Chapter 7 of the *ADA Tool Kit*. The City does not currently have an EOP, absent the evacuation of City Hall. Within 60 days of the effective date of this Agreement, the City will revise its EOP with respect to City Hall so that it conforms with Chapter 7 of the *ADA Tool Kit*, and the City will provide a copy of its revised EOP (including supporting documents) to the Department. The Department will review the revised EOP to ensure compliance with title II of the ADA and its implementing regulation. Should the City develop EOPs with respect to any other program provided by the City, it shall comply with Chapter 7 of the *ADA Tool Kit*.

30. If the City contracts with another entity, such as the American Red Cross or another local government, to provide its emergency preparedness plans and emergency response services, the City will ensure that the other entity complies with the following provisions on its behalf.

31. Within twelve months of the effective date of this Agreement, the City will implement and report to the Department its written procedures that ensure that it regularly solicits and incorporates input from persons with a variety of disabilities and those who serve them regarding all phases of its emergency management plan (preparation, notification, response, and clean up).

32. Within eighteen months of the effective date of this Agreement, the City will implement and report to the Department its written procedures that ensure that its community evacuation plans enable those who have mobility disabilities, vision disabilities, hearing disabilities, cognitive disabilities, mental illness, or other disabilities to safely self-evacuate or be evacuated by others. Some communities are instituting voluntary, confidential registries of persons with disabilities who may need individualized evacuation assistance or notification. If the City adopts or maintains such a registry, its report to the Department will discuss its procedures for ensuring voluntariness, appropriate confidentiality controls, and how the registry will be kept updated, as well as its outreach plan to inform persons with disabilities of its availability. Whether or not a registry is used, the City plan should address accessible transportation needs for persons with disabilities.

33. Within eighteen months of the effective date of this Agreement, the City will implement and report to the Department its written procedures that ensure that if its emergency warning systems use sirens or other audible alerts, it will also provide ways to inform persons with hearing impairments of an impending disaster. The use of auto-dialed TTY messages to pre-registered individuals who are deaf or hard of hearing, text messaging, e-mails, open-captioning on local TV stations and other innovative uses of technology may be incorporated into such procedures, as well as lower-tech options such as dispatching qualified sign language interpreters to assist with emergency TV broadcasts.

34. Within eighteen months of the effective date of this Agreement, the City will implement and report to the Department its written procedures that ensure that emergency shelters have a back-up generator and a way to keep medications refrigerated (such as a refrigerator or a cooler with ice). Access to back-up power and refrigeration at such shelters will be made available to persons whose disabilities require access to electricity and refrigeration, for example, for using life-sustaining medical devices, providing power to motorized wheelchairs, and preserving certain medications, such as insulin, that require refrigeration. The written procedures will include a plan for notifying persons of the location of such shelters.

35. Within eighteen months of the effective date of this Agreement, the City will implement and report to the Department its written procedures that ensure that persons who use service animals are not separated from their service animals when sheltering during an emergency, even if pets are normally prohibited in shelters. The procedures will not segregate persons who use service animals from others but may take into account the

potential presence of persons who, for safety or health reasons, should not be in contact with certain types of animals.

36. Within eighteen months of the effective date of this Agreement, the City will develop, implement, and report to the Department its plans for providing equivalent opportunities for accessible post-emergency temporary housing to persons with disabilities. Within one year of the effective date of this Agreement, the City will ensure that information it makes available regarding temporary housing includes information on accessible housing (such as accessible hotel rooms within the community or in nearby communities) that could be used if people with disabilities cannot immediately return home after a disaster if, for instance, necessary accessible features such as ramps or electrical systems have been compromised.

SIDEWALKS

37. Within six months of the effective date of this Agreement, the City will implement and report to the Department its written process for soliciting and receiving input from persons with disabilities regarding the accessibility of its sidewalks, including, for example, requests to add curb ramps at particular locations.

38. Within six months of the effective date of this Agreement, the City will identify and report to the Department all streets, roads, and highways that have been constructed or altered since January 26, 1992. Paving, repaving, or resurfacing a street, road, or highway is considered an alteration for the purposes of this Agreement. Filling a pothole is not considered an alteration for the purposes of this Agreement. Within five years of the effective date of this Agreement, the City will provide curb ramps or other sloped areas complying with the Standards or UFAS at all intersections of the streets, roads, and highways identified under this paragraph having curbs or other barriers to entry from a street level pedestrian walkway.

39. Beginning no later than six months after the effective date of this Agreement, the City will provide curb ramps or other sloped areas complying with the Standards or UFAS at any intersection having curbs or other barriers to entry from a street level pedestrian walkway, whenever a new street, road, or highway is constructed or altered.

40. Within six months of the effective date of this Agreement, the City will identify all street level pedestrian walkways that have been constructed or altered since January 26, 1992. Paving, repaving, or resurfacing a walkway is considered an alteration for the purposes of this Agreement. Within five years of the effective date of this Agreement, the City will provide curb ramps or other sloped areas complying with the Standards or UFAS at all places where a street level pedestrian walkway identified under this paragraph intersects with a street, road, or highway.

41. Beginning no later than six months after the effective date of this Agreement, the City will provide curb ramps or other sloped areas complying with the Standards or UFAS at all

newly constructed or altered pedestrian walkways where they intersect a street, road, or highway.

WEB-BASED SERVICES AND PROGRAMS

42. Within 1 month of the effective date of this Agreement, and on subsequent anniversaries of the effective date of this Agreement, the City will distribute to all persons – employees and contractors – who design, develop, maintain, or otherwise have responsibility for content and format of its website(s) or third party websites used by the City (Internet Personnel) the technical assistance document, *Accessibility of State and Local Government Websites to People with Disabilities*, which is Attachment H to this Agreement (it is also available at www.ada.gov/websites2.htm).

43. Within three months of the effective date of this Agreement, and throughout the life of the Agreement, the City will do the following:

    A. Establish, implement, and post online a policy that its web pages will be accessible and create a process for implementation;

    B. Ensure that all new and modified web pages and content are accessible;

    C. Develop and implement a plan for making existing web content more accessible;

    D. Provide a way for online visitors to request accessible information or services by posting a telephone number or e-mail address on its home page; and

    E. Periodically (at least annually) enlist people with disabilities to test its pages for ease of use.

NEW CONSTRUCTION, ALTERATIONS, AND PHYSICAL CHANGES TO FACILITIES

44. The City will ensure that all buildings and facilities constructed by or on behalf of the City are constructed in full compliance with the requirements of 28 C.F.R. § 35.151, including applicable architectural standards.

45. The City will ensure that alterations to City facilities are made in full compliance with the requirements of 28 C.F.R. § 35.151, including applicable architectural standards.

46. The elements or features of the City's facilities that do not comply with the Standards, including those listed in Attachments I, J, and K, prevent persons with disabilities from fully and equally enjoying the City's services, programs, or activities and constitute discrimination on the basis of disability within the meaning of 42 U.S.C. § 12132 and 28 C.F.R. §§ 35.149 and 35.150.

47. The City will comply with the cited provisions of the Standards when taking the actions required by this Agreement.

48. Within three months of the effective date of this Agreement, the City will install signage as necessary to comply with 28 C.F.R. § 35.163(b), after having surveyed all facilities that are the subject of this Agreement for the purpose of identifying those that have multiple entrances not all of which are accessible.

49. Newly Constructed Facilities: In order to ensure that the following spaces and elements in City facilities for which construction was commenced after January 26, 1992, are readily accessible to and usable by persons with disabilities, the City will take the actions listed in Attachments I and M.

50. Altered Facilities: In order to ensure that the following spaces and elements in City facilities for which alterations commenced after January 26, 1992, are readily accessible to and usable by persons with disabilities, the City will take the actions listed in Attachments J and M.

51. Program Access in Existing Facilities: In order to ensure that each of the City's programs, services, and activities operating at a facility that is the subject of this Agreement, when viewed in its entirety, is readily accessible to and usable by persons with mobility impairments, the City will take the actions listed in Attachments K and M.

52. Facilities and Programs Not Surveyed by the Department: The City will review compliance with the requirements of title II of the ADA for those City facilities and programs that were not reviewed by the Department. Within 12 months of the effective date of this Agreement, the City will submit for review by the Department a detailed report listing the access issues identified during its review together with the corrective actions and completion dates proposed to resolve such issues. The review conducted by the City, the access issues identified, and the corrective actions and completion dates proposed will be consistent with the requirements of title II of the ADA; the review of City facilities and programs conducted by the Department for purposes of this Agreement; and the access issues, corrective actions, and completion dates reflected in Attachments I, J, K, and M.

MISCELLANEOUS PROVISIONS

53. Except as otherwise specified in this Agreement, at yearly anniversaries of the effective date of this Agreement until it expires, the City will submit written reports to the Department summarizing the actions the City has taken pursuant to this Agreement. Reports will include detailed photographs showing measurements, architectural plans, work orders, notices published in the newspaper, copies of adopted policies, and proof of efforts to secure funding/assistance for structural renovations or equipment.

54. All materials sent to the Department pursuant to this Agreement shall be sent to the following address by common carrier Federal Express, prepaid delivery: Disability Rights Section, Attn: William Lynch, Civil Rights Division, U.S. Department of Justice, 1425 New York Avenue, N.W., Washington, D.C. 20005. It shall include a subject line referencing DJ# 204-38-109.

55. Throughout the life of this Agreement, consistent with 28 C.F.R. § 35.133(a), the City will maintain the accessibility of its programs, activities, services, facilities, and equipment, and will take whatever actions are necessary (such as routine testing of accessibility equipment and routine accessibility audits of its programs and facilities) to do so. This provision does not prohibit isolated or temporary interruptions in service or access due to maintenance or repairs. 28 C.F.R. § 35.133(b).

56. Within six months of the effective date of this Agreement, the City will develop or procure a two-hour training program on the requirements of the ADA and appropriate ways of serving persons with disabilities. The City will use the ADA technical assistance materials developed by the Department and will consult with interested persons, including individuals with disabilities, in developing or procuring the ADA training program.

57. Within one year of the effective date of this Agreement, the City will deliver its training program to all City employees who have direct contact with members of the public. At the end of that period, the City will submit a copy of its training curriculum and materials to the Department, along with a list of employees trained and the name, title, and address of the trainer.

IMPLEMENTATION AND ENFORCEMENT

58. If at any time the City desires to modify any portion of this Agreement because of changed conditions making performance impossible or impractical or for any other reason, it will promptly notify the Department in writing, setting forth the facts and circumstances thought to justify modification and the substance of the proposed modification. Until there is written Agreement by the Department to the proposed modification, the proposed modification will not take effect. These actions must receive the prior written approval of the Department, which approval will not be unreasonably withheld or delayed.

59. The Department may review compliance with this Agreement at any time. If the Department believes that the City has failed to comply in a timely manner with any requirement of this Agreement without obtaining sufficient advance written agreement with the Department for a modification of the relevant terms, the Department will so notify the City in writing and it will attempt to resolve the issue or issues in good faith. Notification to the City shall be accomplished by mail to the City Manager, City of Muskegon, 933 Terrace Street, P.O. Box 536, Muskegon, Michigan 49443-0536. If the Department is unable to reach a satisfactory resolution of the issue or issues raised within 30 days of the

date it provides notice to the City, it may institute a civil action in federal district court to enforce the terms of this Agreement, or it may initiate appropriate steps to enforce title II.

60. For purposes of the immediately preceding paragraph, it is a violation of this Agreement for the City to fail to comply in a timely manner with any of its requirements without obtaining sufficient advance written agreement with the Department for an extension of the relevant time frame imposed by the Agreement.

61. Failure by the Department to enforce this entire Agreement or any provision thereof with regard to any deadline or any other provision herein will not be construed as a waiver of the Department's right to enforce other deadlines and provisions of this Agreement.

62. This Agreement is a public document. A copy of this document or any information contained in it will be made available to any person by the City or the Department on request.

63. This Agreement constitutes the entire agreement between the parties on the matters raised herein, and no other statement, promise, or agreement, either written or oral, made by either party or agents of either party, that is not contained in this written Agreement (including its Attachments, which are hereby incorporated by reference), will be enforceable. This Agreement does not purport to remedy any other potential violations of the ADA or any other federal law. This Agreement does not affect the City's continuing responsibility to comply with all aspects of the ADA and section 504 of the Rehabilitation Act.

64. This Agreement will remain in effect for five years and six months, or until the parties agree that all actions required by this Agreement have been completed, whichever is later.

65. The person signing for the City represents that he or she is authorized to bind the City to this Agreement.

66. The effective date of this Agreement is the date of the last signature below.

For the City:

By: _____
STEPHEN J. WARMINGTON
Mayor

Date: _____

By: _____
ANN MARIE BECKER
City Clerk
City of Muskegon
933 Terrace Street
P.O. Box 536
Muskegon, MI 49440

Date: _____

For the United States:

THOMAS E. PEREZ
Assistant Attorney General
SAMUEL L. BAGENSTOS
Principal Deputy Assistant Attorney General
Civil Rights Division

JOHN L. WODATCH, Chief
JEANINE M. WORDEN, Deputy Chief
DOV LUTZKER, Special Counsel
Civil Rights Division
Disability Rights Section

By: _____
WILLIAM LYNCH, Trial Attorney
REX PACE, Architect
Disability Rights Section - NYA
Civil Rights Division
U.S. Department of Justice
950 Pennsylvania Avenue, N.W.
Washington, DC 20530
(202) 305-2008 (Lynch)
(202) 514-7821 (fax)

Date: _____

Commission Meeting Date: September 14, 2010

Date: September 8, 2010

To: Honorable Mayor & City Commission

From: Planning & Economic Development Department

RE: Special Event- Peace Jam

SUMMARY OF REQUEST: The West Michigan Community Help Network, along with several community partners, including the City of Muskegon, is hosting the Peace Jam on September 25, 2010 at Marsh Field. The event will involve a concert series and a rally with guest speakers and performances. The Peace Jam is an effort to bring citizens and groups together to work towards reducing violence in the community. The City is being asked to provide tables, trash cans and the stage, at no cost, as our contribution towards the event (rather than a cash contribution).

FINANCIAL IMPACT: If approved, no fee will be received for the City services requested (tables, trash cans, stage).

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: None.

CITY COMMISSION MEETING
Tuesday, September 14, 2010

TO: Honorable Mayor and City Commissioners

FROM: Anthony L. Kleibecker

DATE: September 8, 2010

SUBJECT: Towing Contract

SUMMARY OF REQUEST:

Proposals have been accepted for the towing contract with the city. This contract will go into effect on September 25, 2010. Proposals were submitted by the following companies:

1. All Pro Towing and Recovery, 1708 S. Getty, Muskegon 49442
2. Baxter's Towing and Storage, 5333 Airline, Muskegon, 49444
3. Central Towing, 710 Pulaski, Muskegon, 49441
4. Reliable Towing, 1288 Ninth St., Muskegon 49440
5. Campbell Towing, 796 E. Apple Ave., Muskegon, 49442
6. ASAP Towing, 710 Pulaski, Muskegon, 49441
7. Hansen Towing, 1878 Sternberg Rd., Muskegon 49444
8. Ramos Towing, 2444 Getty, Muskegon 49444

Based upon the proposals that were submitted, I am recommending that the commission approve a contract with Ramos Towing.

FINANICAL IMPACT:

None

BUDGET ACTION REQUIRED:

None.

STAFF RECOMMENDATION:

Approval of this request.

TO: Honorable Mayor and City Commissioners

FROM: Anthony L. Kleibecker
Director of Public Safety

SUBJECT: Towing Contract Selection Criteria

Attached to this written document is a spreadsheet which provides you with an overview of the bids that were submitted. You will note that there is a section that is highlighted in blue. Contained within the blue portion of the spreadsheet are the bid figures which directly affect city costs. The three categories include (1) the towing of a city vehicle; (2) the towing of a city truck and (3) the repair of a flat tire on a city vehicle. My first criteria in the selection of a towing service were those bids that would save the city the most money. There were four (4) services who submitted bids reflecting no costs to the city for these services. In other words, there would be no charges during the next three (3) years for the above listed services. These towing services were:

- ASAP Towing
- Central Towing
- Ramos Towing
- Reliable Towing

The second criteria was a review of the bid figures that were submitted by these four services that address (1) the towing of a vehicle; (2) vehicle storage fees and (3) moped storage fees. These figures are within the white portion of the spreadsheet and have no impact on city costs. These costs are paid by the owner of the impounded vehicle. Of the four services listed above there was no one service that provided the low bid in all three categories.

The third and final criteria that I used is that of service. This includes service to the owner of an impounded vehicle and service to police staff. Our police staff spends quite a bit of time interacting with the towing service. This includes our patrol officers who impound the vehicles of persons they arrest and also those abandoned vehicles that are a part of blight in our neighborhoods. Our parking officer also impounds vehicles for a variety of infractions. She is responsible for processing the paperwork which is mandated by the state for abandoned vehicles which are not claimed from the towing service. This is a very labor intensive process and requires a level of trust with the towing service.

I have talked with a number of members of our staff and they were clear in their wish to continue the contract with Ramos Towing. They cited Ramos' quality service to both owners of impounded vehicles and to our staff. Ramos has been efficient with the processing of all of the required paperwork and this has saved our staff work time.

For these reasons I am recommending that you select Ramos Towing.

Company	Year	Tow to Lot	Storage per Day	Moped Storage	City Veh Tow	City Veh 15-50	Flat Tire
Reliable Towing	9/10-9/11	$50.00	$15.00	$0	$0	$0	$0
	9/11-9/12	$55.00	$17.00	$0	$0	$0	$0
	9/12-9/13	$60.00	$19.00	$0	$0	$0	$0
All Pro	9/10-9/11	$38.00	$8.00	$1.00	$0	$25.00	$0
	9/11-9/12	$38.00	$8.00	$1.00	$0	$25.00	$0
	9/12-9/13	$38.00	$8.00	$1.00	$0	$25.00	$0
Campbells	9/10-9/11	$50.00	$10.00	$10.00	$0	$50.00	$0
	9/11-9/12	$55.00	$10.00	$10.00	$0	$50.00	$0
	9/12-9/13	$60.00	$10.00	$10.00	$0	$50.00	$0
Ramos Towing	9/10-9/11	$50.00	$10.00	$5.00	$0	$0	$0
	9/11-9/12	$50.00	$10.00	$5.00	$0	$0	$0
	9/12-9/13	$55.00	$15.00	$5.00	$0	$0	$0
Hansen Towing	9/10-9/11	$35.00	$10.00	$5.00	$0	$25.00	$0
	9/11-9/12	$35.00	$10.00	$5.00	$0	$25.00	$0
	9/12-9/13	$35.00	$10.00	$5.00	$0	$25.00	$0
Central Towing	9/10-9/11	$35.00	$5.00	$5.00	$0	$0	$0
	9/11-9/12	$35.00	$5.00	$5.00	$0	$0	$0
	9/12-9/13	$35.00	$5.00	$5.00	$0	$0	$0
ASAP Towing	9/10-9/11	$30.00	$20.00	$0	$0	$0	$0
	9/11-9/12	$30.00	$20.00	$0	$0	$0	$0
	9/12-9/13	$30.00	$20.00	$0	$0	$0	$0
Baxters	9/10-9/11	$90.00	$25.00	$6.00	$55.00	$125.00	$50.00
	9/11-9/12	$95.00	$30.00	$7.00	$60.00	$135.00	$55.00
	9/12-9/13	$100.00	$35.00	$8.00	$65.00	$145.00	$60.00

AGENDA ITEM NO. _____

CITY COMMISSION MEETING _____

TO: Honorable Mayor and City Commissioners

FROM: Stephen Warmington, Mayor

DATE: August 20, 2010

RE: Great Lakes and St. Lawrence Cities Initiative

SUMMARY OF REQUEST:
To authorize the payment of membership dues to the Great Lakes and St. Lawrence Cities Initiative. It is important that our City is involved in protecting and restoring the Great Lakes, especially as they face an onslaught of attacks on their well-being.

FINANCIAL IMPACT:
$3,000.

BUDGET ACTION REQUIRED:
A budget adjustment will be required to accommodate this expense.

STAFF RECOMMENDATION:
To approve the request and authorize the budget adjustment.

COMMITTEE RECOMMENDATION:
None.

Great Lakes and St. Lawrence Cities Initiative
Alliance des villes des Grands Lacs et du Saint-Laurent

RECEIVED
JUL 0 8 2010
MUSKEGON
CITY MANAGER'S OFFICE

July 6, 2010

The Honorable Steven Warmington
City of Muskegon
933 Terrace
Muskegon, MI 49440

Dear Mayor Warmington:

The past year has been a busy and productive one for the Great Lakes and St. Lawrence Cities Initiative. Muskegon is an important city on the Lakes, and your participation as Mayor in the work of the Great Lakes and St. Lawrence Cities Initiative is very important to our success in the future.

Enclosed please find an invoice for the renewal of Muskegon's membership. We look forward to continuing to work with the City of Muskegon to ensure Great Lakes and St. Lawrence Cities have a lead role in protecting and restoring the Great Lakes and St. Lawrence.

Thank you again for your commitment to the organization and the Great Lakes and St. Lawrence River.

Sincerely,

David A. Ullrich

David A. Ullrich
Executive Director

177 North State Street, Suite 500, Chicago, Illinois 60601 ~ (312) 201-4516 phone ~ (312) 553-4355 fax
www.glslcities.org

Denis Lapointe, Mayor of Salaberry-de-Valleyfield, Chair
Richard M. Daley, Mayor of Chicago, Founding United States Chair
David Miller, Mayor of Toronto, Founding Canadian Chair

Great Lakes and St. Lawrence Cities Initiative
Alliance des villes des Grands Lacs et du Saint-Laurent

********** **INVOICE FOR DUES** **********

GREAT LAKES AND ST. LAWRENCE CITIES INITIATIVE

2010

Date:	July 6, 2010
Name of City:	Muskegon
Mayor:	Steven Warmington
Mailing Address:	933 Terrace Muskegon, MI 49440
Population of City:	44,000
Dues for City:	$3,000

Remit dues payment to:

Great Lakes and St. Lawrence Cities Initiative
c/o David A. Ullrich, Executive Director
177 North State Street, Suite 500
Chicago, Illinois 60601

Payable to: Great Lakes and St. Lawrence Cities Initiative

Date Due: Within 30 days of receipt of invoice