

CITY OF MUSKEGON

CITY COMMISSION MEETING

MAY 8, 2001

CITY COMMISSION CHAMBERS @ 5:30 P.M.

AGENDA

- ❑ CALL TO ORDER:
- ❑ PRAYER:
- ❑ PLEDGE OF ALLEGIANCE:
- ❑ ROLL CALL:
- ❑ HONORS AND AWARDS:
 - a. Peace Officer's Memorial Day.
- ❑ PRESENTATIONS:
- ❑ CONSENT AGENDA:
 - a. Agreement with Hackley Hospital for Laketon left-hand turn lane between Leahy and Peck ENGINEERING
 - b. Approval of Minutes. CITY CLERK
 - c. Liquor License Chang Request – 1431 Getty. CITY CLERK
 - d. Hartshorn Launch Ramp Extension. LEISURE SERVICES
 - e. Hartshorn Launch Ramp Extension Addendum. LEISURE SERVICES
 - f. Lakeshore Trail Railroad Crossing. LEISURE SERVICES
 - g. Grant Request Michigan Council for arts and Cultural Affairs. CITY MANAGER
 - h. 2001 Comprehensive Economic Development Strategy (CEDS) Project Submissions. PLANNING & ECONOMIC DEVELOPMENT
 - i. First Quarter 2001 Budget Reforecast. FINANCE
 - j. Sale of Buildable Lot on Lawrence Avenue. PLANNING & ECONOMIC DEVELOPMENT
- ❑ PUBLIC HEARINGS:
- ❑ COMMUNICATIONS:
- ❑ CITY MANAGER'S REPORT:
- ❑ UNFINISHED BUSINESS:
 - a. Concurrence with Housing Board o Appeals Notice & Order to

demolish 15 E. Muskegon INSPECTIONS

❑ **NEW BUSINESS:**

- a. Muskegon Fury Contract. LEISURE SERVICES
- b. Arena Concession Contract. LEISURE SERVICES
- c. DDA Bond Refunding, Notice of Intent Resolution.. FINANCE

❑ **ANY OTHER BUSINESS:**

❑ **PUBLIC PARTICIPATION:**

❑ **CLOSED SESSION:**

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

❑ **ADJOURNMENT:**

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

City of **Muskegon**

State of Michigan

PROCLAMATION PEACE OFFICERS' MEMORIAL DAY May 15, 2001

WHEREAS The Congress and President of the United States have designated May 15 as Peace Officers' Memorial Day, and the week in which May 15 falls as National Police Week; and

WHEREAS The members of the law enforcement agency of the City of Muskegon play an essential role in safeguarding the rights and freedoms of Muskegon; and

WHEREAS It is important that all citizens know and understand the duties, responsibilities, hazards, and sacrifices of their law enforcement agency, and that members of our law enforcement agency recognize their duty to serve the people by safeguarding life and property, by protecting them against violence and disorder and by protecting the innocent against deception and the weak against oppression; and

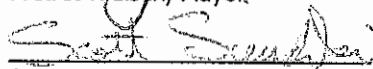
WHEREAS The men and women of the law enforcement agency of the City of Muskegon unceasingly provide a vital public service;

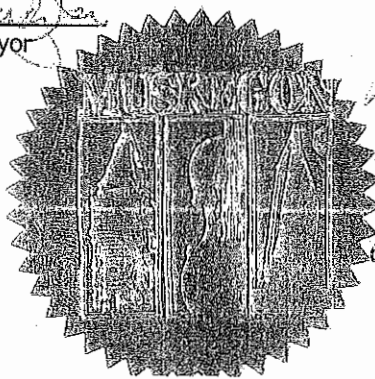
THEREFORE, NOW BE IT RESOLVED, that I, Fred J. Nielsen, Mayor of the City of Muskegon, and speaking on behalf of the City Commission, call upon all citizens of Muskegon and upon all patriotic, civic, and educational organizations to observe the week of May 13-19, 2001, as Police Week with appropriate ceremonies and observances in which all of our people may join in commemorating law enforcement officers, past and present, who, by their faithful and loyal devotion to their responsibilities, have rendered a dedicated service to their communities and, in so doing, have established for themselves an enviable and enduring reputation for preserving the rights and security of all citizens.

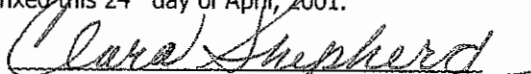
I further call upon all citizens of the City of Muskegon to observe Tuesday, May 15th, as Peace Officers' Memorial Day in honor of those law enforcement officers who, through their courageous deeds, have made the ultimate sacrifice in service to their community or have become disabled in the performance of duty, and let us recognize and pay respect to the survivors of our fallen heroes.

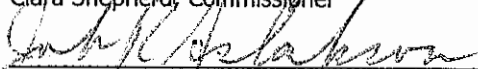
IN WITNESS WHEREOF, We hereunto set our hand and cause the seal of the City of Muskegon to be affixed this 24th day of April, 2001.

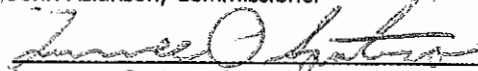

Fred J. Nielsen, Mayor

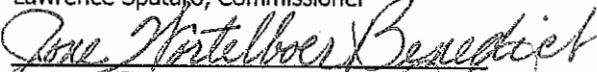

Scott Sieradzki, Vice Mayor

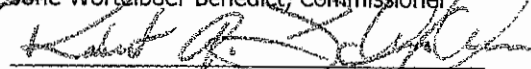



Clara Shepherd, Commissioner


John Aslakson, Commissioner


Lawrence Spataro, Commissioner


Jane Wortelboer Benedict, Commissioner


Robert Schweifler, Commissioner

City of
Muskegon
State of Michigan

City of Muskegon Sworn Officers

Chief T. Kleibecker

Lieutenants:

Hagen, Charles
Wiebenga, Wm.
Workman, John

Sergeants:

Barthelemy, Ramon
Lewis, Mark
Lord, Dennis
Olson, Andrew
Roesler, Dean

Officers:

Abraham, Michael
Addicott, Michael
Alexander, Mitze
Anderson, Charles
Anderson, Scott
Baker, Jon
Baker, Mark
Baker, Nathan
Bennett, Charles
Berry, Glen
Bleich, Richard
Bonebrake, Greg
Boterenbrood, Peter
Bouwman, William
Bride, Shawn
Brown, David
Burnham, Christine
Cathey, Daimion
Corrigan, John

DeYoung, Roger
Dibble, Jodi
Fellows, Chad
Fenwick, Leah
Ferrier, Michael
Fine, Thomas
Flynn, Charles
Fox, Jimmie
Geiger, Jeffrey
Gust, James
Haug, Michael
Hepworth, Ronald
Herlein, Stephen
Hood, Eric
Irvine, Steven
Kitchen, Roger
Kolkema, Matthew
Lamsma, Michael
Lewkowski, Timothy
Luker, Kory
Martinez, Chris
Martinez, Steve
McNeil, David
Morris, Walter
Nader, Chad
Nash, Terry
Ocharzak, David
Orrison, Clay
Orterry, Darlene

Parker, Thomas
Pena, Ramiro
Plouhar, James
Schultz, James
Shirey, Monica
Smith, Ronald W
Smutz, Paul
Stafford, David
Stephan, Geraldine
Stephan, Mark
Stier, Kevin
Stout, Steven
Stratton, Keith
Tomes, Joshua
Trejo, Emilio
Tripp, Michael
Vanderwier, Scott
Waltz, Steven
Wansten, Kenneth
Williams, Joe
Woodard, Chris
Ziegler, Gerald

Date: May 8, 2001
To: Honorable Mayor and City Commissioners
From: Engineering
RE: Agreement with Hackley Hospital

SUMMARY OF REQUEST:

Authorize the Mayor and Clerk to sign the attached agreement with Hackley Hospital accepting Hackley's donation of the described piece of land necessary to construct a left turn lane on Laketon Ave. between Leahy & Peck.

FINANCIAL IMPACT:

None.

BUDGET ACTION REQUIRED:

None at this time

STAFF RECOMMENDATION:

The attached agreement be executed by the Mayor & City Clerk.

COMMITTEE RECOMMENDATION:

AGREEMENT FOR DONATION OF LAND

This agreement between the CITY OF MUSKEGON, a Michigan municipal corporation, of 933 Terrace Street, Muskegon, Michigan 49440 ("City"), and HACKLEY HOSPITAL, a Michigan non-profit hospital corporation, of 1700 Clinton Street, Muskegon, Michigan 49442 ("Hackley"), is in the terms following:

Recitals:

A. City is widening Laketon Avenue and is in need of a small parcel of property in order to widen the street adjacent to land owned by Hackley.

B. Hackley is in need of certain commitments by the City in connection with the donation of the land, which the City is willing to perform.

NOW, THEREFORE, THE PARTIES AGREE THAT:

1. **Legal Description.** Hackley will donate the following described parcel to the City of Muskegon:

Part of Blocks 301, 302, and 303 of the Revised Plat of 1903 of the City of Muskegon and the vacated rights of way of Clinton Street and Jiroch Street for additional Laketon Avenue right of way described as follows: The South 4.0 feet of Block 301, the South 4.0 feet of the vacated Clinton Street right of way between Block 301 and Block 302, the South 4.0 feet of Block 302, the South 4.0 feet of the vacated Jiroch Street right of way between Block 302 and Block 303, and the South 4.0 feet of Block 303, EXCEPT for the area described as follows: Commencing at the Southeast corner of Block 303 for Point of Beginning; thence North 0 degrees 5 minutes 20 seconds West 4.0 feet; thence North 90 degrees West 137.0 feet; thence South 86 degrees 11 minutes 9 seconds West 60.13 feet; thence South 90 degrees East 197.0 feet to Point of Beginning. Additional Laketon Avenue right of way contains 1595.7 square feet.

2. **Form of Conveyance.** Hackley will execute a warranty deed conveying marketable title to the said land to the City.

3. **Commitments by the City.** The City agrees to accept the said donation of land and further agrees to restore the surface of the land after construction including any surface that may be disturbed upon other lands owned by Hackley adjacent to the grant.

Furthermore, the sprinkler system installed by Hackley on the land adjacent to the grant shall be carefully preserved by the City and placed in working order after construction. The City's replacement of the sprinkler system shall take into account and be appropriate for the installation of the trail on an easement, which is being granted to the City from Hackley by a separate agreement.

4. General Conditions. After construction is completed and the ground has been restored as agreed, Hackley will continue to own the sprinkler system wherever located and shall maintain same.

Hackley agrees to execute a waiver of appraisal and donation document, forms of which are attached to this agreement.

5. No Third Party Beneficiary. This agreement shall benefit only the parties to this agreement, and not any third party.

6. Benefit. This agreement shall be binding upon and inure to the benefit of the respective parties, their successors and personal representatives.

WITNESSES:

Shawna Hull
Shawna Hull

Linda Potter
Linda Potter

JoAnn Krukowski
JoAnn Krukowski

HACKLEY HOSPITAL

By Bill Miller

Its President COO

And Roxanne J. Saladin

Its Secretary ADMIN ASSISTANT

CITY OF MUSKEGON

By Fred J. Nielsen
Fred J. Nielsen, Mayor

And Gail A. Kunderger
Gail A. Kunderger, Clerk

WARRANTY DEED

2001-52(a)

KNOW ALL MEN BY THESE PRESENTS: That Hackley Hospital, a Michigan non-profit hospital corporation, of 1700 Clinton Street, Muskegon, Michigan 49442,

CONVEYS AND WARRANTS TO: City of Muskegon, of 933 Terrace Street, Muskegon, Michigan 49440,

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

Part of Blocks 301, 302, and 303 of the Revised Plat of 1903 of the City of Muskegon and the vacated rights of way of Clinton Street and Jiroch Street for additional Laketon Avenue right of way described as follows: The South 4.0 feet of Block 301, the South 4.0 feet of the vacated Clinton Street right of way between Block 301 and Block 302, the South 4.0 feet of Block 302, the South 4.0 feet of the vacated Jiroch Street right of way between Block 302 and Block 303, and the South 4.0 feet of Block 303, EXCEPT for the area described as follows: Commencing at the Southeast corner of Block 303 for Point of Beginning; thence North 0 degrees 5 minutes 20 seconds West 4.0 feet; thence North 90 degrees West 137.0 feet; thence South 86 degrees 11 minutes 9 seconds West 60.13 feet; thence South 90 degrees East 197.0 feet to Point of Beginning. Additional Laketon Avenue right of way contains 1595.7 square feet.

for the sum of less than One Hundred (\$100) Dollars,

subject to easements and restrictions of record.

This deed is exempt from county and state real estate transfer tax pursuant to MCL 207.505(a) and MCL 207.526(a), respectively.

Dated this ____ day of _____, 2001

Signed in the presence of:

HACKLEY HOSPITAL

By DR Miller
COD Its President

And Donna J. Saladen
Its Secretary
ADMIN. ASSISTANT

STATE OF MICHIGAN
COUNTY OF MUSKEGON

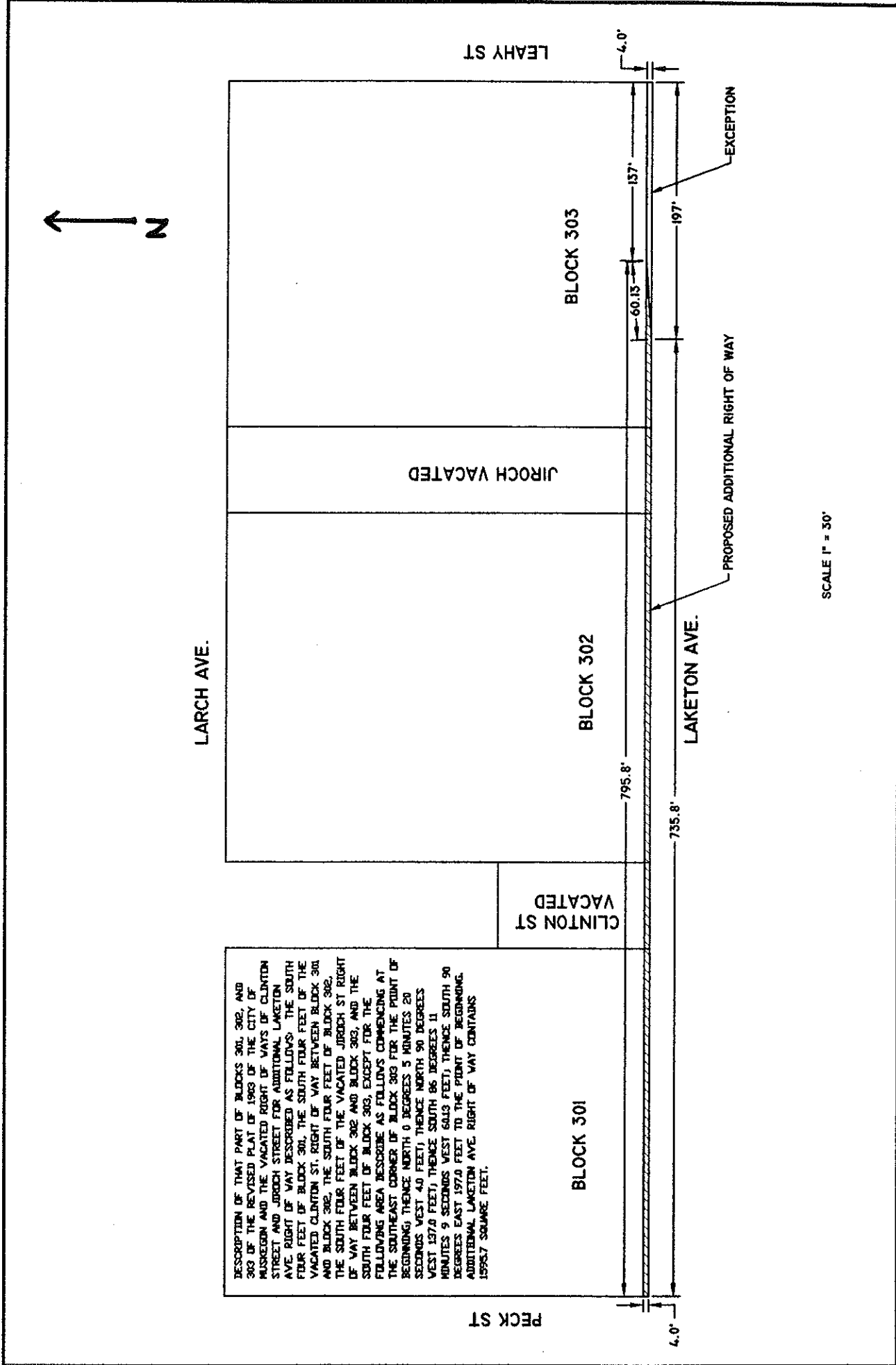
The foregoing instrument was acknowledged before me this ____ day of _____, 2001, by _____ and _____, President and Secretary, respectively, for and on behalf of HACKLEY HOSPITAL, a Michigan non-profit hospital corporation.

Walter Goertz
Notary Public, Muskegon County, Michigan
My commission expires: Notary Public, Muskegon County, MI
My Commission Expires Jan. 12, 2003

PREPARED BY AND WHEN
RECORDED RETURN TO:
G. Thomas Johnson, Parmenter O'Toole
175 W. Apple Ave., Muskegon, MI 49443-0786

Send Subsequent Tax Bills to: Grantee

DESCRIPTION OF THAT PART OF BLOCKS 301, 302, AND 303 OF THE REVISED PLAT OF 1903 OF THE CITY OF MUSKOGEE AND THE VACATED RIGHT OF WAYS OF CLINTON STREET AND JIROCH STREET FOR ADDITIONAL LAKETON AVE. RIGHT OF WAY DESCRIBED AS FOLLOWS: THE SOUTH FOUR FEET OF BLOCK 301, THE SOUTH FOUR FEET OF THE VACATED CLINTON ST. RIGHT OF WAY BETWEEN BLOCK 301 AND BLOCK 302, THE SOUTH FOUR FEET OF BLOCK 302, THE SOUTH FOUR FEET OF THE VACATED JIROCH ST. RIGHT OF WAY BETWEEN BLOCK 302 AND BLOCK 303, AND THE SOUTH FOUR FEET OF BLOCK 303, EXCEPT FOR THE FOLLOWING AREA DESCRIBE AS FOLLOWS COMMENCING AT THE SOUTHEAST CORNER OF BLOCK 303 FOR THE POINT OF BEGINNING THENCE NORTH 0 DEGREES 5 MINUTES 20 SECONDS WEST 40 FEET; THENCE NORTH 90 DEGREES WEST 137.0 FEET; THENCE SOUTH 86 DEGREES 11 MINUTES 9 SECONDS WEST 64.3 FEET; THENCE SOUTH 90 DEGREES EAST 197.0 FEET TO THE POINT OF BEGINNING. ADDITIONAL LAKETON AVE. RIGHT OF WAY CONTAINS 1998.7 SQUARE FEET.



SCALE 1" = 30'

NOMINAL PAYMENT PARCEL — WAIVER OF APPRAISAL RECOMMENDATION & APPROVAL

This information is required by the Michigan Department
of Transportation in order to waive appraisal rights.

OWNER

Hackley Hospital, 1700 Clinton St. Muskegon

ACQUISITION OF:

1595.7 Acres/Sq. Ft.

INTEREST REQUIRED

Fee simple

DESCRIPTION OF THAT PART OF BLOCKS 301, 302, AND 303 OF THE REVISED PLAT OF 1903 OF THE CITY OF MUSKEGON AND THE VACATED RIGHT OF WAYS OF CLINTON STREET AND JIROCH STREET FOR ADDITIONAL LAKETON AVE. RIGHT OF WAY DESCRIBED AS FOLLOWS: THE SOUTH FOUR FEET OF BLOCK 301, THE SOUTH FOUR FEET OF THE VACATED CLINTON ST. RIGHT OF WAY BETWEEN BLOCK 301 AND BLOCK 302, THE SOUTH FOUR FEET OF BLOCK 302, THE SOUTH FOUR FEET OF THE VACATED JIROCH ST RIGHT OF WAY BETWEEN BLOCK 302 AND BLOCK 303, AND THE SOUTH FOUR FEET OF BLOCK 303, EXCEPT FOR THE FOLLOWING AREA DESCRIBE AS FOLLOWS COMMENCING AT THE SOUTHEAST CORNER OF BLOCK 303 FOR THE POINT OF BEGINNING; THENCE NORTH 0 DEGREES 5 MINUTES 20 SECONDS WEST 4.0 FEET; THENCE NORTH 90 DEGREES WEST 137.0 FEET; THENCE SOUTH 86 DEGREES 11 MINUTES 9 SECONDS WEST 60.13 FEET; THENCE SOUTH 90 DEGREES EAST 197.0 FEET TO THE POINT OF BEGINNING. ADDITIONAL LAKETON AVE. RIGHT OF WAY CONTAINS 1595.7 SQUARE FEET.

The undersigned owner(s) of the above lands designated as Parcel LL
of highway improvment project, C.S. H-1442, Laketon Ave., Wood to Peck, agree to accept
settlement in the amount of 1.00 and other good & valuable consideration less than
\$ 1.00 as full payment for the parcel stated, subject to approval of the Department of Transportation.

The undersigned owner(s), having been fully informed of the right to have the property appraised, and to receive just compensation based upon an appraisal, have decided to waive the right to an appraisal and related property inspection in company with the appraiser.

The undersigned owner(s) further states that the decision to waive the right of an appraisal was made without undue influences or coercive action of any nature.

It is intended that the instrument of conveyance will be executed upon presentation by Department of Transportation agents or representatives.

OWNER [Signature]
Hackley Hospital
OWNER
DATE 4/02/01
DATE

DISTRICT OFFICE RECOMMENDATION:

SIGNATURE
TITLE
DATE

LANSING OFFICE APPROVAL:

SIGNATURE
TITLE
DATE

CONTROL SECTION
PARCEL
NAME
JOB NO.
FEDERAL ITEM NO.
FEDERAL PROJECT NO.

The undersigned have been informed of their right to receive just compensation for the required right of way described below and have agreed to donate said right of way to CITY OF
MUSKEGON (name of
acquiring agency)

R.O.W. DESCRIPTION:

DESCRIPTION OF THAT PART OF BLOCKS 301, 302, AND 303 OF THE REVISED PLAT OF 1903 OF THE CITY OF MUSKEGON AND THE VACATED RIGHT OF WAYS OF CLINTON STREET AND JIROCH STREET FOR ADDITIONAL LAKETON AVE. RIGHT OF WAY DESCRIBED AS FOLLOWS: THE SOUTH FOUR FEET OF BLOCK 301, THE SOUTH FOUR FEET OF THE VACATED CLINTON ST. RIGHT OF WAY BETWEEN BLOCK 301 AND BLOCK 302, THE SOUTH FOUR FEET OF BLOCK 302, THE SOUTH FOUR FEET OF THE VACATED JIROCH ST RIGHT OF WAY BETWEEN BLOCK 302 AND BLOCK 303, AND THE SOUTH FOUR FEET OF BLOCK 303, EXCEPT FOR THE FOLLOWING AREA DESCRIBE AS FOLLOWS COMMENCING AT THE SOUTHEAST CORNER OF BLOCK 303 FOR THE POINT OF BEGINNING; THENCE NORTH 0 DEGREES 5 MINUTES 20 SECONDS WEST 4.0 FEET; THENCE NORTH 90 DEGREES WEST 137.0 FEET; THENCE SOUTH 86 DEGREES 11 MINUTES 9 SECONDS WEST 60.13 FEET; THENCE SOUTH 90 DEGREES EAST 197.0 FEET TO THE POINT OF BEGINNING. ADDITIONAL LAKETON AVE. RIGHT OF WAY CONTAINS 1595.7 SQUARE FEET.

Date: X. Allen Miller

L/S

HACKLEY HOSPITAL

L/S

L/S

Date: May 8, 2001
To: Honorable Mayor and City Commissioners
From: Gail A. Kunding, City Clerk
RE: Approval of Minutes

SUMMARY OF REQUEST: To approve the minutes of the Regular Commission Meeting that was held on Tuesday, April 24, 2001.

FINANCIAL IMPACT: None.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: Approval of the minutes.

CITY OF MUSKEGON

CITY COMMISSION MEETING

MAY 8, 2001

CITY COMMISSION CHAMBERS @ 5:30 P.M.

MINUTES

The Regular Commission Meeting of the City of Muskegon was held at City Hall, 933 Terrace Street, Muskegon, Michigan at 5:30pm, Tuesday, April 24, 2001.

Mayor Fred J. Nielsen opened the meeting by offering the prayer after which the members of the City Commission and the members of the public joined in reciting the Pledge of Allegiance to the Flag.

ROLL CALL FOR THE REGULAR COMMISSION MEETING:

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

2001-51 HONORS AND AWARDS:

a. Peace Officers' Memorial Day.

SUMMARY OF REQUEST: To present a resolution recognizing City of Muskegon Sworn Officers and declaring May 15th "Peace Officers' Memorial Day".

Resolution was presented by Mayor Fred J. Nielsen to Chief Anthony Kleibecker, representing City of Muskegon Police Department.

2001-52 CONSENT AGENDA:

a. Agreement with Hackley Hospital for Laketon left-hand turn lane between Leahy and Peck. ENGINEERING

SUMMARY OF REQUEST: Authorize the Mayor and City Clerk to sign the agreement with Hackley Hospital accepting Hackley's donation of the described piece of land necessary to construct a left turn lane on Laketon Ave. between Leahy & Peck.

FINANCIAL IMPACT: None

BUDGET ACTION REQUIRED: None

STAFF RECOMMENDATION: The agreement be executed by the Mayor and City Clerk.

b. Approval of Minutes. CITY CLERK

SUMMARY OF REQUEST: To approve the minutes of the Regular Commission

Meeting that was held on Tuesday, April 24, 2001.

FINANCIAL IMPACT: None

BUDGET ACTION REQUIRED: None

STAFF RECOMMENDATION: Approval of the minutes.

c. Liquor License Change Request, 1431 Getty. CITY CLERK

SUMMARY OF REQUEST: The Liquor Control Commission seeks local recommendation on a request to drop Larry D. Netzler as a partner in the 2000 SDM license with Steven M. and Shauna S. Boone at K.B.'s Market, 1431 Getty.

FINANCIAL IMPACT: None

BUDGET ACTION REQUIRED: None

STAFF RECOMMENDATION: All Departments are recommending approval.

d. Hartshorn Launch Ramp Extension. LEISURE SERVICES

SUMMARY OF REQUEST: To authorize Great Lakes Dock & Materials to add an additional 6 feet of plank to the launch ramp. This is in addition to the 8 feet they have already added.

FINANCIAL IMPACT: The additional 6 feet will cost \$25,812. The Department of Natural Resources will cover 75% of the cost.

BUDGET ACTION REQUIRED: None

STAFF RECOMMENDATION: Approval.

e. Hartshorn Launch Ramp Extension Addendum. LEISURE SERVICES

SUMMARY OF REQUEST: To approve an agreement addendum to the Harbor and Docks – Emergency Repairs/Prevention Maintenance agreement in order to add an additional six feet to the Hartshorn Launch Ramp project.

FINANCIAL IMPACT: The additional 6 feet will cost \$25,812. The Department of Natural Resources will cover 75% of the cost.

BUDGET ACTION REQUIRED: None

STAFF RECOMMENDATION: Approval.

f. Lakeshore Trail Railroad Crossing. LEISURE SERVICES

SUMMARY OF REQUEST: To award a contract to Railworks to rebuild the railroad crossing for the Lakeshore Trail in front of the Mart Dock.

FINANCIAL IMPACT: \$9,297.00.

BUDGET ACTION REQUIRED: None, Money to come from the Trail Fund.

STAFF RECOMMENDATION: Approval.

i. First Quarter 2001 Budget Reforecast. FINANCE

SUMMARY OF REQUEST: To approve the adoption of the proposed first quarter budget reforecast together with any additional changes deemed necessary by Commissioners. The First Quarter 2001 Budget Reforecast outlines proposed

changes to the original budget that have come about as a result of changes in policy priorities, labor contracts, updated information, or other factors.

FINANCIAL IMPACT: The first quarter 2001 *Budget Reforecast* reflects only very minor changes. The primary adjustments are in the area of capital improvements. We're pleased to report that two major budgetary challenges (2000 census and healthcare costs) have been surmounted with no real damage to the budget.

BUDGET ACTION REQUIRED: Self-explanatory.

STAFF RECOMMENDATION: The City Commission should review the *Reforecast* to ensure it reflects their policy initiatives. At the next City Commission meeting, staff will request formal approval of the *Reforecast* and related budget amendments.

j. Sale of Buildable Lot on Lawrence Avenue. PLANNING & ECONOMIC DEVELOPMENT

SUMMARY OF REQUEST: A city-owned lot in Marquette neighborhood was advertised for bid on March 25th. Out of the two bids received, Mr. Donald Galloway submitted the highest bid of \$7,601. The other came at \$7,506.50. The buyer understands the conditions and requirements of the purchase agreement which includes construction of a single-family residential within 18 months, and existing trees shall not be cleared except to accommodate the structure and driveway. Mr. Galloway will build a 1400 sq. ft. house with an attached 2-stall garage. Other policies will also apply.

FINANCIAL IMPACT: None

BUDGET ACTION REQUIRED: None

STAFF RECOMMENDATION: Staff recommends approval to sell the property to Mr. Galloway for \$7,601.

Moved by Commissioner Schweifler, seconded by Commissioner Spataro to approve the consent agenda with the exception of items g,h, which were removed.

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

NAYS: None

MOTION ADOPTED

2001-53 ITEMS REMOVED FROM THE CONSENT AGENDA:

**g. Grant Request, Michigan Council for Arts and Cultural Affairs.
CITY MANAGER**

SUMMARY OF REQUEST: To authorize a grant request to the Michigan Council for Arts and Cultural Affairs (MCACA) on behalf of the Community Foundation for Muskegon County in the amount of \$1,000,000. The request is for a loading dock for the Hilt Building and various renovations to the building.

FINANCIAL IMPACT: None, Match requirements and other funding will come from the Community Foundation.

BUDGET ACTION REQUIRED: None

STAFF RECOMMENDATION: To approve the request.

Moved by Vice Mayor Sieradzki, seconded by Commissioner Aslakson to authorize a grant request to the Michigan Council for Arts and Cultural Affairs in the amount of \$1,000,000 for a loading dock and renovations.

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

NAYS: None

MOTION ADOPTED

h. 2001 Comprehensive Economic Development Strategy (CEDS) Project Submissions. PLANNING & ECONOMIC DEVELOPMENT

SUMMARY OF REQUEST: To approve the list of projects for inclusion in the West Michigan Shoreline Regional Development Commission's annual Comprehensive Economic Development Strategy (CEDS). The Comprehensive Strategy is not an application for funds but rather a "wish list" for economic development within the West Michigan Region. These projects are carried forward from previous years.

List is as follows;

- | | |
|--|--|
| 1. West Michigan Steel Relocation | 2. Car Ferry Landing |
| 3. North Getty Industrial Center | 4. Farmer's/Seafood Market |
| 5. Senior Citizens Community Center | 6. Getty Street Improvements |
| 7. Downtown/Lakefront Redevelopment | 8. Port City Industrial Park Expansion |
| 9. Medendorp Industrial Center-Rail Spur | 10. Medendorp Industrial Park - property Acquisition & Site Prep |
| 11. Downtown Business Technology Park | 12. Aquarium Land Assembly and Infrastructure Development |

FINANCIAL IMPACT: None

BUDGET ACTION REQUIRED: None

STAFF RECOMMENDATION: To approve the resolution submitting projects from the City of Muskegon for inclusion in the 2001 Comprehensive Economic Development Strategy.

COMMITTEE RECOMMENDATION: The City of Muskegon Planning Commission, at its regular meeting on April 12, 2001, recommended approval.

Moved by Commissioner Schweifler, seconded by Commissioner Spataro to approve the list of projects for inclusion in the West Michigan Shoreline Regional Development Commission's annual Comprehensive Economic Development Strategy.

ROLL VOTE: AYES: Benedict, Nielsen, Schweifler, Shepherd, Sieradzki, Spataro,

Aslakson,

NAYS: None

MOTION ADOPTED

PUBLIC HEARINGS: None

COMMUNICATIONS: None

CITY MANAGER'S REPORT: None

2001-54 UNFINISHED BUSINESS:

a. Concurrence with Housing Board of Appeals Notice & Order to demolish 15 E. Muskegon INSPECTIONS (From April 10 & 24 meetings)

SUMMARY OF REQUEST: This is to request that the City Commission concur with the findings of the Housing Board of Appeals that the structure located at 15 E. Muskegon, Muskegon, MI is unsafe, substandard, a public nuisance and that it be demolished within thirty (30) days. It is further requested that administration be directed to obtain bids for the demolition of the structure 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

BUDGET ACTION REQUIRED: None

STATE EQUALIZED VALUE: \$10,800.00

ESTIMATED COST TO REPAIR: \$25,000.00 to bring the structure to code.

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

Moved by Commissioner Shepherd, seconded by Commissioner Benedict to concur with the Housing Board of Appeals decision to demolish the structure at 15 E. Muskegon, Muskegon Michigan and to obtain bids for the demolition of said structure and to authorize the Mayor and City Clerk to execute a contract with the lowest responsible bidder.

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

NAYS: None

MOTION ADOPTED

2001-55 NEW BUSINESS:

a. Muskegon Fury Contract. LEISURE SERVICES

SUMMARY OF REQUEST: To approve the contract with the Muskegon Fury and authorize the Mayor and City Clerk to sign the agreement.

FINANCIAL IMPACT: Approximately \$30,000 in increased fees.

BUDGET ACTION REQUIRED: None

STAFF RECOMMENDATION: Approval

Moved by Commissioner Shepherd, seconded by Commissioner Spataro to ap-

prove the contract with the Muskegon Fury and authorize the Mayor and City Clerk to sign the agreement.

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

NAYS: None

MOTION ADOPTED

b. Arena Concession Contract. LEISURE SERVICES

SUMMARY OF REQUEST: To approve the contract for concessions at Walker Arena with Arena Concessions Group.

FINANCIAL IMPACT: An increase of about \$8,500.

BUDGET ACTION REQUIRED: None

STAFF RECOMMENDATION: Approval

Moved by Commissioner Aslakson, seconded by Commissioner Schweifler to approve the contract for concessions at Walker Arena with Arena Concession Group.

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

NAYS: Benedict,

MOTION ADOPTED

c. DDA Bond Refunding, Notice of Intent Resolution. FINANCE

SUMMARY OF REQUEST: As explained more fully in the Memorandum, it is in the City's best interest to refund the outstanding Series A and Series DDA bonds which were originally issued in 1990. As proposed, the current DDA bonds would be refunded with limited full faith and credit (LTGO) obligations issued by the City. The first step in this process is adoption of the resolution. This resolution 1) authorizes staff to make application to the Michigan Department of Treasury and , 2) notifies the public of the City's intent to issue bonds. Upon adoption of this resolution public notice will be placed in the Muskegon Chronicle advising citizens that LTGO refunding bonds will be issued without referendum unless a petition requesting an election is filed with the City Clerk within forty-five (45) days. The petition must be signed by at least ten percent of the City's registered voters.

FINANCIAL IMPACT: The only immediate cost associated with this action is the cost of publication in the *Chronicle*. If the refunding is completed, interest savings (on a net present value basis) are projected to be \$1,525,000. This will help free up DDA tax increment dollars for use on other downtown projects.

BUDGET ACTION REQUIRED: None at this time. The cost of the newspaper publication can be covered within the current budget. Once bonds are sold, debt service will be paid by DDA tax increments over the life of the bonds (18 years).

STAFF RECOMMENDATION: Approval of the resolution.

Moved by Commissioner Schweifler, seconded by Commissioner Spataro to support the refunding of outstanding Series A and Series D DDA bonds.

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

NAYS: None

MOTION ADOPTED

2001-56 ANY OTHER BUSINESS:

Commissioner Shepherd invited all Commissioners and the City Staff to attend the final Youth Government Meeting on May 14th @ 3:30pm in the commission chambers for awards ceremony and refreshments.

PUBLIC PARTICIPATION: None

ADJOURNMENT:

The Regular Commission Meeting for the City of Muskegon was adjourned at 6:13pm.

Respectfully submitted;

A handwritten signature in blue ink, reading "Gail Kunding". The signature is written in a cursive, flowing style.

Gail Kunding, CMC/AAE
City Clerk

GK/da

Date: May 8, 2001
To: Honorable Mayor and City Commissioners
From: Gail A. Kunding, City Clerk
RE: Liquor License Change Request
1431 Getty, Muskegon, MI

SUMMARY OF REQUEST: The Liquor Control Commission seeks local recommendation on a request to drop Larry D. Netzler as a partner in the 2000 SDM license with Steven M. and Shauna S. Boone at K.B.'s Market, 1431 Getty.

FINANCIAL IMPACT: None.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: All Departments are recommending approval.

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

Assessor
231/724-6708
FAX/726-5181

Cemetery
231/724-6783
FAX/726-5617

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

Clerk
231/724-6705
FAX/724-4178

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

Engineering
231/724-6707
FAX/727-6904

Finance
231/724-6713
FAX/724-6768

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

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

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

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

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

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

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

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

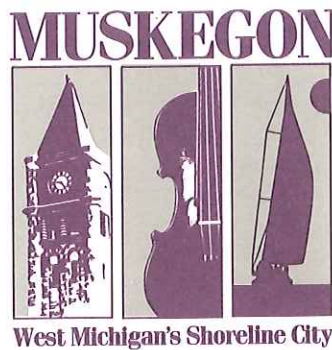
Police Dept.
231/724-6750
FAX/722-5140

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

Treasurer
231/724-6720
FAX/724-6768

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

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



April 16, 2001

To: The City Commission through the City Manager

From: *Anthony L. Kleibecker*
Anthony L. Kleibecker, Chief of Police

Re: Change in Liquor License at 1431 Getty Street

The Muskegon Police Department has received a request from the Michigan Liquor Control Commission for an investigation of the application from 1431 Getty. They are requesting to drop Larry D. Netzler, a partner, from the license. The current license is a 2000 SDM that will be controlled by Steven M. and Shauna S. Boone.

We have searched our records looking at both Steven and Shauna Boone and find no reason to deny this request. Since there are no new applicants for this license there is no Criminal History checks being made.

TK/cmw

MEMO

To: Chief Tony Kleibecker

From: Det. Kurt Dykman

Date: 4-10-01

Re: Change in Liquor License at 1431 Getty Street

Chief Kleibecker,

The Muskegon Police Department has received a request from the Michigan Liquor Control Commission for an investigation of the application from 1431 Getty to drop Larry D. Netzler, a partner, from the license. The current license is a 2000 SDM that will be controlled by Steven M. and Shauna S. Boone.

I have searched MPD records, looking at both Steven and Shauna Boone, and find no reason to deny this request. Since there are no new applicants for this license there is no Criminal History checks being made.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'Kurt Dykman', with a long horizontal line extending to the right.

Det. Kurt Dykman

data/common/Boone

J.J.H. 4/4/01

**MICHIGAN DEPARTMENT OF CONSUMER & INDUSTRY SERVICES
LIQUOR CONTROL COMMISSION**

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

POLICE INVESTIGATION REQUEST
[Authorized by MCL 436.1(4)]

DATE: March 29, 2001
REQUEST ID# 123726

Chief of Police
Muskegon Police Department
980 Jefferson Street
Muskegon Mi 49440

Chief of Law Enforcement Office

Applicant: Steven M. & Shauna S. Boone request to drop Larry D. Netzler as partner in 2000 SDM licensed business located at 1431 Getty, Muskegon, MI 49442, Muskegon County.

Please make an investigation of the application. If you do not **believe** that the applicants are qualified for licensing, give your reasons in detail. Complete the Police Inspection Report on Liquor License Request, LC-1800, or for Detroit police, the Detroit Police Investigation of License Request, LC-1802. If there is not enough room on the front of the form, you may use the back.

Forward your report and recommendations of the applicant to the Licensing Division.

NO FINGER PRINT NECESSARY

If you have any questions, contact the Licensing Division at (517) 322-1400, after 10:00 a.m.

LC-1972 Rev. 6/92
4880-1658
nll

MICHIGAN DEPARTMENT OF CONSUMER & INDUSTRY SERVICES
LIQUOR CONTROL COMMISSION
7150 Harris Drive
P.O. Box 30005

Lansing, Michigan 48909-7505

LOCAL GOVERNMENT 15-DAY NOTICE

[Authorized by MAC 436.1105 (2d)(3)]

RECEIVED
APR 03 2001
City Clerks Office

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

March 29, 2001
REQUEST ID# 123726

The Liquor Control Commission has received an application from:
Steven M. & Shauna S. Boone request to drop Larry D. Netzler as partner in 2000
SDM licensed business located at 1431 Getty, Muskegon, MI 49442, Muskegon County

Specially Designated Merchant (SDM) licenses permit the sale of beer and wine
for consumption off the premises only. Specially Designated Distributor (SDD)
licenses permit the sale of alcoholic liquor, other than beer and wine under 21
per cent alcohol by volume, for consumption off the premises only.

For your information, part of the investigation of the application is conducted
by the local law enforcement agency and investigative forms will be released to
them either in person or by mail.

Although local governing body approval is not required by the Michigan Liquor
Control Act for off-premise licenses, the local governing body, or its designee,
may notify the Commission within 15 days of receipt of this letter if the
applicant location will not be in compliance with all appropriate state and
local building, plumbing, zoning, fire, sanitation and health laws and
ordinances, or if the applicant is considered ineligible due to other factors.

All conditions of non-compliance must be outlined in detail, indicating the laws
and ordinances applicable in this case, with a copy of the law and/or ordinance
submitted with notification.

PLEASE RETURN YOUR RESPONSE TO:

Michigan Liquor Control Commission
Licensing Division
P.O. Box 30005
Lansing, Michigan 48909-7505

LC-3104 Rev. 6/90
4880-2068
nll

MICHIGAN DEPARTMENT OF COMMERCE
LIQUOR CONTROL COMMISSION

REQUEST ID#123726

RESOLUTION

2001-52(c)

At a Regular meeting of the City Commission
(Regular, or Special) (Township Board, City or Village Council)

called to order by Mayor Nielsen on May 8, 2001 at 5:30 P.M.

the following resolution was offered:

Moved by Commissioner Schweifler and Supported by Commissioner Spataro

That the request from Steven M. & Shauna S. Boone to drop Larry D. Netzler
as partner in 2000 SDM licensed business located at 1431 Getty, Muskegon,
MI 49442, Muskegon County

be considered for Approval
(Approval or Disapproval)

Approval

Yeas: 7

Nays: 0

Absent: 0

Disapproval

Yeas:

Nays:

Absent:

It is the consensus of this legislative body that the application be Recommended
(Recommended or

not Recommended) for issuance.

State of Michigan)
County of Muskegon) SS

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

City Commission at a Regular
(Regular or Special)

meeting held on the 8th of May, 2001
(Date)

(Signed)

Gail A. Kunderger
(Township, City, or Village Clerk)

Gail A. Kunderger, City Clerk
933 Terrace, PO Box 536
(Address of Township, City or Village Board)
Muskegon, MI 49443-0536

SEAL

POLICE INSPECTION REPORT ON LIQUOR LICENSE REQUEST

(Authorized by MCL 436.7a)

Important: Please conduct your investigation as soon as possible and complete all four sections of this report.
Return the completed report and fingerprint cards to the Commission.

123726 DUPLICATE COPY

BUSINESS NAME AND ADDRESS: (include zip code)

1431 GETTY MUSKEGON, MI 49442, MUSKEGON COUNTY

REQUEST FOR:

SHAUNA S. & STEVEN M. BOONE REQUEST TO DROP LARRY D. NETZLER AS PARTNER IN 2001
SDM LICENSE BUSINESS**Section 1: APPLICANT INFORMATION**

APPLICANT #1:

APPLICANT #2:

HOME ADDRESS AND AREA CODE/PHONE NUMBER:

HOME ADDRESS AND AREA CODE/PHONE NUMBER:

DATE OF BIRTH:

If the applicant is not a U.S. Citizen:

o Does the applicant have permanent Resident Alien status?

☐ Yes ☐ No

o Does the applicant have a Visa? Enter status:

Date fingerprinted:

DATE OF BIRTH:

If the applicant is not a U.S. Citizen:

o Does the applicant have permanent Resident Alien status?

☐ Yes ☐ No

o Does the applicant have a Visa? Enter status:

Date fingerprinted:

Attach the fingerprint card and \$15.00 for each card and mail to the Liquor Control CommissionARREST RECORD: ☐ Felony ☐ Misdemeanor

Enter record of all arrests & convictions (attach a signed and dated report if more space is needed)

ARREST RECORD: ☐ Felony ☐ Misdemeanor

Enter record of all arrests & convictions (attach a signed and dated report if more space is needed)

Section 2: Investigation of Business and Address to be LicensedCan living quarters be reached from the inside of the establishment without going outside? ☐ Yes ☒ No

Does applicant intend to have dancing or entertainment?

☒ No ☐ Yes, complete LC-693N, Police Investigation Report: Dance/Entertainment PermitAre gas pumps on the premises or directly adjacent? ☒ No ☐ Yes, explain relationship:**Section 3: Local and State Codes and Ordinances, and General Recommendations**Will the applicant's proposed location meet all appropriate state and local building, plumbing, zoning, fire, sanitation and health laws and ordinances, if this license is granted? ☒ Yes ☐ No

If you are recommending approval subject to certain conditions, list the conditions: (Attach a signed and dated report if more space is needed)

Section 4: Recommendation

From your investigation:

1. Is this applicant qualified to conduct this business if licensed?

☒ Yes ☐ No

2. Is the proposed location satisfactory for this business?

☒ Yes ☐ No

3. Should this request be granted by the Commission?

☒ Yes ☐ No

4. If any of the above 3 questions were answered no, state your reasons: (Attach a signed and dated report if more space is needed)

Signature (Sheriff or Chief of Police)

Date

LIQUOR LICENSE REVIEW FORM

Business Name: K. B.'s Market

AKA Business Name (if applicable): _____

Operator/Manager's Name: Steven & Shauna Boone and Larry NetzlerBusiness Address: 1431 Getty
Muskegon, MI 49442

Reason for Review:

New License ☐ Transfer of Ownership ☐ Dance Permit ☐Drop/Add Name on License ☒ Transfer Location ☐
(Drop Larry Netzler)Drop/Add Stockholder Name ☐ New Entertainment Permit ☐

Other _____

Deadline for receipt of all information: _____

Police Department Approved ☐ Denied ☐ No Action Needed ☐Income Tax Approved ☒ Owing ☐ Amount: _____Treasurer Approved ☐ Owing ☐ Amount: _____Zoning Approved ☐ Denied ☐ Pending ZBA ☐Clerk's Approved ☐ Owing ☐ Amount: _____Fire/Inspection Compliance ☐ Remaining Defects _____
Services

_____Department Signature Gail A. Kunding, City Clerk
Liquor License Coordinator

4-12-01

LIQUOR LICENSE REVIEW FORM

RECEIVED

Business Name: K. B.'s Market

APR 11 2001

AKA Business Name (if applicable): _____

CITY OF MUSKEGON
TREASURER'S OFFICE

Operator/Manager's Name: Steven & Shauna Boone and Larry Netzler

Business Address: 1431 Getty
Muskegon, MI 49442

Reason for Review:

New License ☐ Transfer of Ownership ☐ Dance Permit ☐

Drop/Add Name on License ☒ Transfer Location ☐

(Drop Larry Netzler)

Drop/Add Stockholder Name ☐ New Entertainment Permit ☐

Other _____

Deadline for receipt of all information: _____

Police Department Approved ☐ Denied ☐ No Action Needed ☐

Income Tax Approved ☐ Owing ☐ Amount: _____

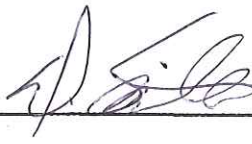
Treasurer Approved ☒ Owing ☐ Amount: _____

Zoning Approved ☐ Denied ☐ Pending ZBA ☐

Clerk's Approved ☐ Owing ☐ Amount: _____

Fire/Inspection Services Compliance ☐ Remaining Defects _____

Department Signature

 04/12/01

Gail A. Kundinger, City Clerk
Liquor License Coordinator

4-12-01

LIQUOR LICENSE REVIEW FORM

RECEIVED

APR 12 2001

Business Name: K. B.'s Market

AKA Business Name (if applicable): _____

CITY OF MUSKEGON
PLANNING DEPARTMENTOperator/Manager's Name: Steven & Shauna Boone and Larry NetzlerBusiness Address: 1431 Getty
Muskegon, MI 49442

Reason for Review:

New License ☐ Transfer of Ownership ☐ Dance Permit ☐Drop/Add Name on License ☒ Transfer Location ☐

(Drop Larry Netzler)

Drop/Add Stockholder Name ☐ New Entertainment Permit ☐

Other _____

Deadline for receipt of all information: _____

Police Department Approved ☐ Denied ☐ No Action Needed ☐Income Tax Approved ☐ Owing ☐ Amount: _____Treasurer Approved ☐ Owing ☐ Amount: _____Zoning Approved ☒ Denied ☐ Pending ZBA ☐Clerk's Approved ☐ Owing ☐ Amount: _____Fire/Inspection Services Compliance ☐ Remaining Defects _____

Department Signature

Mike L. CanoyGail A. Kundinger, City Clerk
Liquor License Coordinator

4-12-01

LIQUOR LICENSE REVIEW FORM

Business Name: K. B.'s Market

AKA Business Name (if applicable): _____

Operator/Manager's Name: Steven & Shauna Boone and Larry Netzler

Business Address: 1431 Getty
Muskegon, MI 49442

Reason for Review:

New License ☐ Transfer of Ownership ☐ Dance Permit ☐

Drop/Add Name on License ☒ Transfer Location ☐

(Drop Larry Netzler)

Drop/Add Stockholder Name ☐ New Entertainment Permit ☐

Other _____

Deadline for receipt of all information: _____

Police Department Approved ☐ Denied ☐ No Action Needed ☐

Income Tax Approved ☐ Owing ☐ Amount: _____

Treasurer Approved ☐ Owing ☐ Amount: _____

Zoning Approved ☐ Denied ☐ Pending ZBA ☐

Clerk's Approved ☐ Owing ☐ Amount: _____

Fire/Inspection Services Compliance ☒ Remaining Defects _____

Department Signature Robert B. Gelineau 4/13/01

Gail A. Kundinger, City Clerk
Liquor License Coordinator

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on a separate sheet if space permits.

1. Article Addressed to:

Liquor Control Commission
7150 Harris
PO Box 30005
Lansing, MI 48909-7505

COMPLETE THIS SECTION ON DELIVERY

A. Received by (Please Print Clearly) B. Date of Delivery

C. Signature

☒ GARY SCHUELLER

☐ Agent
☐ Addressee

D. Is delivery address different from return address? ☐ Yes ☐ No

MAY 15 2001

POST OFFICE BOX 30005
LANSING, MICHIGAN 48909

4. Restricted Delivery? (Extra Fee) ☐ Yes

☐ Certified Mail ☐ Express Mail
☐ Registered ☐ Return Receipt for Merchandise
☐ Insured Mail ☐ C.O.D.

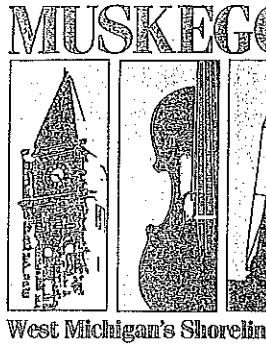
2. Article Number (Copy from service label)

7000 0580 0013 9676 0637

PS Form 3811, July 1999

Domestic Return Receipt

102595-00-M-0952



May 14, 2001

Liquor Control Commission
7150 Harris
PO Box 30005
Lansing, MI 48909-7505

REF: #123726
1431 Getty
Muskegon, MI 49442

To Whom It May Concern:

Enclosed is the resolution and police inspection report (LC-1800) for the liquor license change request mentioned above.

Please do not hesitate to call me at (231) 724-6705 if you have any questions.

Sincerely,

Linda Potter

Linda Potter
Deputy Clerk

Enc.

Affirmative Action
16/724-6703
AX/722-1214

Assessor
16/724-6708
AX/724-4178

Cemetery
16/724-6783
AX/726-5617

Civil Service
16/724-6716
AX/724-4055

Clerk
16/724-6705
AX/724-4178

Comm. & Neigh.
Services
16/724-6717
AX/726-2501

Engineering
16/724-6707
AX/727-6904

Finance
16/724-6713
AX/724-6768

Fire Dept.
16/724-6792
AX/724-6985

Home Tax
16/724-6770
AX/724-6768

Info. Systems
16/724-6706
AX/722-4301

Insurance Service
16/724-6704
AX/724-1196

Manager's Office
16/724-6724
AX/722-1214

Mayor's Office
16/724-6701
AX/722-1214

High. & Const.
Services
16/724-6715
AX/726-2501

Planning/Zoning
16/724-6702
AX/724-6790

Police Dept.
16/724-6750
AX/722-5140

Public Works
16/724-4100
AX/722-4188

Treasurer
16/724-6720
AX/724-6768

Water Billing Dept.
16/724-6718
AX/724-6768

Water Filtration
16/724-4106

Date: April 24, 2001
To: Honorable Mayor and City Commissioners
From: Melissa Jacobsen 
RE: Hartshorn Launch Ramp Extension

SUMMARY OF REQUEST:

To authorize Great Lakes Dock & Materials to add an additional 6 feet of plank to the launch ramp. This is in addition to the 8 feet they have already added.

FINANCIAL IMPACT:

The additional 6 feet will cost \$25,812. The Department of Natural Resources will cover 75% of the cost.

BUDGET ACTION REQUIRED:

None

STAFF RECOMMENDATION:

Approve

COMMITTEE RECOMMENDATION:

None

Date: April 24, 2001
To: Honorable Mayor and City Commissioners
From: Melissa Jacobsen 
Re: Hartshorn Launch Ramp Extension

I am requesting authorization to have Great Lakes Dock & Materials add an additional six feet of plank to Hartshorn Launch ramp. Eight feet was added to the ramp in April, and due to the water levels being even lower than last year this is not sufficient. An additional six feet would create at least three feet of water at the end of the ramp for launching boats. The cost of the extension is \$25,812. The DNR will cover 75% of the cost, with Hartshorn Marina providing the other 25%.

Thank you for your consideration.

PROPOSAL

FROM:

Great Lakes Dock & Materials, L.L.C.
1920 Lakeshore Drive
Muskegon, MI 49441
(231) 759-8230

PAGE NO. 1 OF 1 PAGES
DATE **April 17, 2001**

PROPOSAL SUBMITTED TO:

City of Muskegon
Department of Leisure Services
933 Terrace Street
Muskegon, MI 49443
Attn: Ric Scott

JOB NAME **Extend Launch Ramp**
ADDRESS **Hartshorn Marina**
CITY/STATE/ZIP **Muskegon, MI**

PHONE Tel: (231) 724-6776

We hereby submit specifications and estimates for:

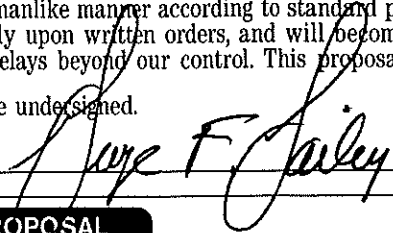
Extend Hartshorn Marina Launch Ramp:

- Cutoff existing prop wash guard.
- Install eight (8) 6'x12'x4" reinforced concrete panels at a 16% slope.
 - Proposed panels to be located as close as possible to existing panels.
 - Proposed panels to be oriented so that the launch ramp will be extended 6' lake ward.
 - Prop wash guard to be installed on proposed panels with construction similar to existing guard.
 - Proposed panels to be secured in place, to prevent sliding.
 - Proposed panels to be placed on a minimum 12" thick rock sub-base.
 - Rock will extend 10' beyond proposed panels.
 - Material relocation to be performed as required to maintain stability of the launch ramp.
- Mobilization & Demobilization of men & equipment.

We hereby propose to furnish labor and materials - complete in accordance with the above specifications, for the sum of **Twenty Five Thousand Eight Hundred twelve** dollars (**\$25,812.00**) with payment to be made as follows.

Final payment due upon the completion of the work

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control. This proposal subject to acceptance within 10 days and is void thereafter at the option of the undersigned.

Authorized Signature 

ACCEPTANCE OF PROPOSAL

The above prices, specifications and conditions are hereby accepted. You are authorized to do the work as specified. Payments will be made as outlined above.

ACCEPTED:

Signature _____

Date _____
C E-Z CONTRACTORS FORMS FORM NO EZ 120 ATAT

Signature _____
APHT

Date: May 1, 2001
To: Honorable Mayor and City Commissioners
From: Melissa Jacobsen 
RE: Hartshorn Launch Ramp Extension Addendum

SUMMARY OF REQUEST:

To approve an agreement addendum to the Harbor and Docks - Emergency Repairs/Preventative Maintenance agreement in order to add an additional six feet to the Hartshorn Launch Ramp project.

FINANCIAL IMPACT:

The additional 6 feet will cost \$25,812. The Department of Natural Resources will cover 75% of the cost.

BUDGET ACTION REQUIRED:

None

STAFF RECOMMENDATION:

Approve

COMMITTEE RECOMMENDATION:

None

Date: May 1, 2001
To: Honorable Mayor and City Commissioners
From: Melissa Jacobsen 
Re: Hartshorn Launch Ramp Extension Addendum

I am requesting approval for an agreement addendum to the Harbors and Docks - Emergency Repairs/Preventative Maintenance agreement. The original agreement was for \$40,000.00 and added eight feet to Hartshorn Launch Ramp. This agreement will allow the City to add an additional six feet of plank to the ramp. Eight feet was added to the ramp in April, and due to the water levels being even lower than last year this is not sufficient. An additional six feet would create at least three feet of water at the end of the ramp for launching boats. The cost of the extension is \$25,812. The DNR will cover 75% of the cost, with Hartshorn Marina providing the other 25%.

Thank you for your consideration.

AGREEMENT ADDENDUM

2001-52(e)

Harbors and Docks – Emergency Repairs/Preventative Maintenance

THIS AGREEMENT ADDENDUM, made this 8th day of May, 2001, by and between the CITY OF MUSKEGON, a municipal corporation, hereinafter referred to as the "City", and the MICHIGAN DEPARTMENT OF NATURAL RESOURCES, an agency of the State of Michigan, hereinafter referred to as the "Department".

WHEREAS, on December 12, 2000, an agreement was entered into between the Department and City, for additional ramp length extension beyond originally anticipated location, due to lower water levels; and

WHEREAS, additional project funding, in conjunction with the original agreement project work, has been requested;

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

1. The Department agrees to grant to the City an additional sum of money equal to seventy-five (75%) percent of the total additional project. This additional grant amount shall not in any event exceed Twelve Thousand dollars (\$12,000.00). Said total grant-in-aid for the project shall not exceed Forty-Two Thousand dollars (\$42,000.00). These monies shall be used only for the project work outlined in the Agreement and this Addendum and related engineering costs.

2. The City agrees to immediately appropriate the sum of Fifty-Six Thousand dollars (\$56,000.00), to match and cover the grant authorized by the Department. Any additional funds needed to complete the project work shall be provided by the City. The City must have the prior written approval of the Department for any change orders to the contract(s) in cost, plans or specifications.

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

WITNESSES:

CITY OF MUSKEGON

David A. Kunderger

By: Fred J. Nielsen
Fred J. Nielsen

Title: Mayor

MICHIGAN DEPARTMENT OF
NATURAL RESOURCES

Shawn L. Hill
Shawn L. Hill

By: _____

Rodney A. Stokes, Chief
Parks and Recreation Bureau

RESOLUTION

2001-52(e)

Upon Motion made by Commissioner Schweifler, seconded by Commissioner Spataro the following Resolution was adopted:

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

1. To appropriate the sum of Fifty-Six Thousand Dollars (\$56,000.00), to match and cover the grant authorized by the Department.
2. To maintain satisfactory financial accounts, documents, and records and to make them available to the Department for auditing at reasonable times.
3. To construct the facility improvements and provide such funds, services, and materials as may be necessary to satisfy the terms of the said Agreement Addendum.
4. To comply with any and all terms of the said Agreement Addendum including all terms not specifically set forth in the foregoing portions of the Resolution."

The following aye votes were recorded: 7

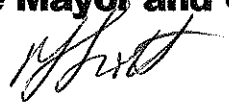
The following nay votes were recorded: 0

STATE OF MICHIGAN)
) §
MUSKEGON COUNTY)

I, Gail A. Kunder, Clerk of the City of Muskegon, Muskegon County, Michigan, do hereby certify that the above is a true and correct copy of the Resolution relative to the Agreement with the Michigan Department of Natural Resources, which Resolution was adopted by the City Council at a meeting held May 8, 2001.

Gail A. Kunder
City Clerk

Dated: 5-11-01

Date: April 12, 2001
To: Honorable Mayor and City Commissioners
From: Ric Scott 
RE: Lakeshore Trail Railroad Crossing

SUMMARY OF REQUEST:

To award a contract to Railworks to rebuild the railroad crossing for the Lakeshore Trail in front of the Mart Dock

FINANCIAL IMPACT:

\$9,297

BUDGET ACTION REQUIRED:

None, money to come from the Trail Fund

STAFF RECOMMENDATION:

Approve

COMMITTEE RECOMMENDATION:

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

Assessor
231/724-6708
FAX/726-5181

Cemetery
231/724-6783
FAX/726-5617

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

Clerk
231/724-6705
FAX/724-4178

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

Engineering
231/724-6707
FAX/727-6904

Finance
231/724-6713
FAX/724-6768

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

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

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

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

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

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

Inspection Services
231/724-6715
FAX/726-2501

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

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

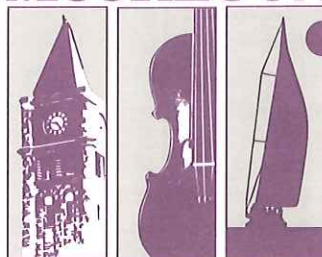
Public Works
231/724-4100
FAX/722-4188

Treasurer
231/724-6720
FAX/724-6768

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

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

MUSKEGON



West Michigan's Shoreline City

Date: May 2, 2001

To: Honorable Mayor and City Commissioners

From: Ric Scott *RS*

Re: Lakeshore Trail Railroad Crossing

Over the winter, a train destroyed the railroad crossing that we built to cross the private tracks at the Mart Dock. The current crossing was installed with wood and asphalt and it probably was severely damaged by the freezing cycle. Because it is a crossing we need for the trail, it is something we need to fix. And we need to do something soon, so that the tracks are usable when people want to start using it in May.

Three contractors have been contacted to completely rebuild the crossing including new rails. Two bids have been received as follows:

Velasquez Railroad Specialists	\$12,600
Railworks	\$9,297
Bay Track	no bid

I am requesting that you award a contract to Railworks to replace the railroad crossing in front of the Mart Dock for \$9,297. The money will come from the trail fund.

Thank you for your consideration.

Date: April 24, 2001

To: Honorable Mayor and City Commissioners

From: Finance Director

RE: First Quarter 2001 Budget Reforecast

SUMMARY OF REQUEST: At this time staff is transmitting the *First Quarter 2001 Budget Reforecast* which outlines proposed changes to the original budget that have come about as result of changes in policy priorities, labor contracts, updated information, or other factors. For the next meeting, an action item will be placed on the agenda for adoption of the proposed first quarter budget reforecast together with any additional changes deemed necessary by Commissioners.

FINANCIAL IMPACT: The first quarter *2001 Budget Reforecast* reflects only very minor changes. The primary adjustments are in the area of capital improvements (pp. 28-30). We're pleased to report that two major budgetary challenges (2000 census and healthcare costs) have been surmounted with no real damage to the budget:

- Census – Projections had indicated the City might lose between 1,200 – 2,000 in population count. The official loss was 178 as the City's total population went from 40,283 to 40,105. The count used for state revenue sharing purposes (adjusted for institutional populations) went from 38,492 to 38,166, a decrease of only 326. Accordingly, it appears at this time that the original estimate for state shared revenues will hold.
- Healthcare – We have been notified that healthcare premiums will increase 15.4% for the 2001-2002 policy year. While this is by far the largest annual increase seen in many years, it is in line with the original 2001 budget estimate and, thus, no adjustment is required at this time.

The remaining challenge is, of course, the health of the state and local economies. To this point we have not noticed any significant change in local income tax receipts and hold to the original budget estimate for this revenue source.

BUDGET ACTION REQUIRED: Self-explanatory.

STAFF RECOMMENDATION: The City Commission should review the *Reforecast* to ensure it reflects their policy initiatives. At the next City Commission meeting, staff will request formal approval of the *Reforecast* and related budget amendments.

COMMITTEE RECOMMENDATION: There is no committee recommendation at this time.

CITY OF MUSKEGON
GENERAL FUND

HISTORICAL SUMMARY

Year		Revenues & Transfers In	Expenditures & Transfers Out	Fund Balance at Year-End
1991	\$	10,389,328	\$ 10,584,427	\$ 1,523,740
1992		11,297,076	11,282,444	1,538,372
1993		13,990,266	13,231,208	2,297,430
1994		15,301,973	15,572,689	2,026,714
1995		16,633,179	16,337,586	2,322,307
1996		17,666,214	18,018,159	1,970,362
1997		20,437,646	20,358,321	2,049,687
1998		21,643,855	21,634,467	2,059,075
1999		21,451,681	22,011,881	1,498,875
2000		23,685,516	22,232,657	2,951,734

Fiscal 2001 Budget Summary - First Quarter Reforecast

FUND BALANCE AT START OF YEAR \$ 2,951,734

MEANS OF FINANCING:

Taxes	13,142,817	57%
Licenses and Permits	983,000	4%
Federal Grants	456,005	2%
State Grants	-	0%
State Shared Revenue	5,441,651	23%
Other Charges	1,841,457	8%
Interest & Rentals	525,843	2%
Fines and Fees	289,200	1%
Other Revenue	362,650	2%
Other Financing Sources	180,000	1%
	<u>23,222,623</u>	100%

ESTIMATED REQUIREMENTS:

Customer Value Added Activities	16,570,554	71%
Business Value Added Activities	3,937,856	17%
Fixed Budget Items	<u>2,701,098</u>	12%
	23,209,508	100%

ESTIMATED FUND BALANCE AT END OF YEAR \$ 2,964,849

OPERATING SURPLUS (DEFICIT) \$ 13,115

**City of Muskegon
Quarterly Budget Reforecast and 2001 Proposed Budget - General Fund
General Fund Revenue Summary By Source**

	Actual 1999	Actual 2000	Original Budget Estimate 2001	Actual Thru March 2001	Revised Estimate 2001	Change From 2000 Original	% Change From Original	Comments
Available Fund Balance - BOY	\$ 2,059,875	\$ 2,059,875	\$ 2,280,546	\$ 2,951,735	\$ 2,951,735	\$ 671,189		
Taxes								
City income tax	\$ 6,425,149	\$ 7,078,571	\$ 7,000,000	\$ 1,805,229	\$ 7,000,000	\$ -	0%	HOLD ESTIMATE FOR NOW. MONITOR CLOSELY
Property taxes - general	3,601,411	3,686,780	3,967,591	-	3,967,591	-	0%	
Property taxes - sanitation	1,489,818	1,630,491	1,680,226	-	1,680,226	-	0%	
Industrial facilities taxes	353,151	362,676	405,000	-	405,000	-	0%	
Payments in lieu of taxes	71,608	69,148	80,000	-	80,000	-	0%	
Delinquent chargeback collected	19,886	3,769	10,000	5,521	10,000	-	0%	
	\$ 11,961,023	\$ 12,831,435	\$ 13,142,817	\$ 1,810,750	\$ 13,142,817	\$ -	0%	
Licenses and permits								
Business licenses	\$ 25,008	\$ 32,363	\$ 45,000	\$ 960	\$ 37,000	\$ (8,000)	-18%	LOWER BASED ON 2000 EXPERIENCE
Liquor licenses	28,458	35,511	35,000	7,054	35,000	-	0%	
Cable TV franchise fees	338,325	327,004	250,000	-	250,000	-	0%	
Housing licenses	66,147	62,965	115,000	15,805	115,000	-	0%	
Burial permits	94,955	104,160	100,000	19,121	100,000	-	0%	
Building permits	285,865	368,333	250,000	40,771	250,000	-	0%	
Electrical permits	77,375	87,692	75,000	22,030	75,000	-	0%	
Plumbing permits	38,448	45,147	45,000	5,736	45,000	-	0%	
Heating permits	57,326	62,847	70,000	13,197	70,000	-	0%	
Franchise fees	-	1,100	2,000	-	2,000	-	0%	
Police gun registration	3,870	1,879	4,000	760	4,000	-	0%	
	\$ 1,015,777	\$ 1,129,001	\$ 991,000	\$ 125,434	\$ 983,000	\$ (8,000)	-1%	
Federal grants								
Federal operational grant	\$ 423,208	\$ 522,111	\$ 456,005	\$ -	\$ 456,005	\$ -	0%	
	\$ 423,208	\$ 522,111	\$ 456,005	\$ -	\$ 456,005	\$ -	0%	
State grants								
State operational grant	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	N/A	
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	N/A	
State shared revenue								
State sales tax	\$ 4,863,361	\$ 5,486,712	\$ 5,441,651	\$ -	\$ 5,441,651	\$ -	0%	HOLD ESTIMATE FOR NOW. MONITOR CLOSELY
	\$ 4,863,361	\$ 5,486,712	\$ 5,441,651	\$ -	\$ 5,441,651	\$ -	0%	

City of Muskegon
Quarterly Budget Reforecast and 2001 Proposed Budget - General Fund
General Fund Revenue Summary By Source

	Actual 1999	Actual 2000	Original Budget Estimate 2001	Actual Thru March 2001	Revised Estimate 2001	Change From 2000 Original	% Change From Original	Comments
Other charges for sales and services								
Tax administration fees	\$ 213,714	\$ 224,399	\$ 225,000	\$ 26	\$ 225,000	\$ -	0%	
Utility administration fees	172,998	166,032	175,215	43,804	175,215	-	0%	
Reimbursement for elections	10,459	30,568	12,000	-	12,000	-	0%	
Indirect cost reimbursement	840,034	925,008	908,242	227,064	908,242	-	0%	
Site-plan review fee	-	1,800	4,000	520	4,000	-	0%	
Sale of cemetery lots	12,923	24,269	15,000	3,700	15,000	-	0%	
Sale of columbarium niches	-	1,325	3,000	-	3,000	-	0%	
Sale of Harbortown dockminiums	80,500	-	-	-	-	-	N/A	
Police miscellaneous	68,663	67,711	65,000	5,399	65,000	-	0%	
Police impound fees	-	38,576	6,000	13,975	20,000	14,000	233%	MORE ACTIVITY THAN ANTICIPATED
Landlords alert	-	-	-	1,070	1,500	1,500	N/A	
Fire protection-state property	75,055	83,093	80,000	-	80,000	-	0%	
Zoning fees	12,305	9,325	7,500	3,220	7,500	-	0%	
Clerk fees	604	2,586	5,000	902	5,000	-	0%	
IFT application fees	6,369	9,917	5,000	-	5,000	-	0%	
Treasurer fees	4,374	26,934	2,500	3,215	4,000	1,500	60%	
False alarm fees	17,727	16,439	10,000	815	10,000	-	0%	
Miscellaneous cemetery income	25,599	21,224	23,000	1,510	23,000	-	0%	
Housing commission reimbursement	16,750	23,503	-	-	-	-	N/A	
Senior transit program fees	8,521	8,261	8,000	1,693	8,000	-	0%	
Fire miscellaneous	9,311	25,798	40,000	1,082	40,000	-	0%	
Sanitation stickers	36,519	43,250	35,000	5,007	35,000	-	0%	
Lot cleanup fees	121,148	96,998	50,000	9,118	50,000	-	0%	
Reimbursements for mowings and demolitions	62,525	107,400	20,000	(172)	20,000	-	0%	
Recreation program fees	115,817	138,866	125,000	5,615	125,000	-	0%	
	\$ 1,911,915	\$ 2,093,312	\$ 1,824,457	\$ 327,563	\$ 1,841,457	\$ 17,000	1%	
Interest and rental income								
Interest	\$ 314,639	\$ 411,444	\$ 325,000	\$ 128,761	\$ 350,000	\$ 25,000	8%	NO COMPENSATING BALANCES
Flea market	25,418	25,269	27,000	-	27,000	-	0%	
Farmers market	20,905	22,040	20,000	180	20,000	-	0%	
City right of way rental	6,400	6,400	4,400	2,400	4,400	-	0%	
Parking ramp rentals	27,266	46,819	40,000	18,568	40,000	-	0%	
McGraft park rentals	43,270	55,518	54,443	2,995	54,443	-	0%	
Other park rentals	27,851	31,918	30,000	7,820	30,000	-	0%	
	\$ 465,749	\$ 599,408	\$ 500,843	\$ 160,724	\$ 525,843	\$ 25,000	5%	

City of Muskegon
Quarterly Budget Reforecast and 2001 Proposed Budget - General Fund
General Fund Revenue Summary By Source

	Actual 1999	Actual 2000	Original Budget Estimate 2001	Actual Thru March 2001	Revised Estimate 2001	Change From 2000 Original	% Change From Original	Comments
Fines and fees								
Income tax - penalty and interest	\$ 45,901	\$ 70,290	\$ 50,000	\$ 21,476	\$ 50,000	\$ -	0%	
Late fees on current taxes	7,192	40,167	15,000	(36)	15,000	-	0%	
Interest on late invoices	17,519	328	1,200	-	1,200	-	0%	
Civil infraction fines	(983)	-	3,000	-	3,000	-	0%	
Property transfer affidavit fines	-	6,400	5,000	4,200	5,000	-	0%	
Parking fines	82,772	41,829	65,000	36,625	65,000	-	0%	
Court fines	124,968	179,662	150,000	30,275	150,000	-	0%	
	\$ 277,369	\$ 338,676	\$ 289,200	\$ 92,540	\$ 289,200	\$ -	0%	
Other revenue								
Sale of land and assets	\$ 2,850	\$ 350	\$ 3,000	\$ -	\$ 3,000	\$ -	0%	
Police sale and auction proceeds	3,991	3,214	6,000	-	6,000	-	0%	
CDBG program reimbursements	254,279	391,573	315,000	3,152	315,000	-	0%	
Contributions	64,165	63,343	11,000	1,062	11,000	-	0%	
Muskegon County Community Foundation	-	5,650	4,650	-	4,650	-	0%	
Miscellaneous reimbursements	-	-	3,000	-	3,000	-	0%	
Miscellaneous and sundry	30,786	13,095	20,000	601	20,000	-	0%	
	\$ 355,871	\$ 477,225	\$ 362,650	\$ 4,815	\$ 362,650	\$ -	0%	
Other financing sources								
Operating transfers in								
Cemetery Perpetual Care	60,551	63,858	62,600	15,810	62,600	-	0%	
Criminal Forfeitures Fund	83,000	75,000	75,000	-	75,000	-	0%	
Police Training Fund	18,821	36,286	10,000	-	10,000	-	0%	
DDA for Administration	-	30,000	30,000	-	30,000	-	0%	
Reese Playfield Fund	3,967	1,827	1,800	-	1,800	-	0%	
RLF for Administration	10,000	-	-	-	-	-	N/A	
Hackley Park Improvement Fund	1,269	51	-	-	-	-	N/A	
Hackley Park Memorial Fund	-	614	600	-	600	-	0%	
LDFA II pass-thru	-	-	-	-	-	-	N/A	
	\$ 177,408	\$ 207,636	\$ 180,000	\$ 15,810	\$ 180,000	\$ -	0%	
Total general fund revenues and other sources								
	\$ 21,451,681	\$ 23,685,516	\$ 23,188,623	\$ 2,537,636	\$ 23,222,623	\$ 34,000	0%	

City of Muskegon
Quarterly Budget Reforecast and 2001 Proposed Budget - General Fund
General Fund Expenditure Summary By Function

I. Customer Value Added Activities

	Actual 1999	Actual 2000	Original Budget Estimate 2001	Actual Thru March 2001	Actual As % of Revised	Revised Estimate 2001	Change From 2000 Original	% Change From Original	Comments
40301 Police Department									
Salaries & Benefits	\$ 5,371,889	\$ 5,421,663	\$ 5,585,525	\$ 1,236,926	22%	\$ 5,585,525	\$ -	0%	
Operating Supplies	127,053	148,156	123,000	31,755	26%	123,000	-	0%	
Contractual Services	725,960	940,086	850,000	206,319	24%	850,000	-	0%	
Other Expenses	47,181	53,924	30,700	11,011	36%	30,700	-	0%	
Capital Outlays	88,075	171,358	55,000	8,808	16%	55,000	-	0%	
Other Financing Uses	-	-	-	-	N/A	-	-	N/A	
40333 Police Narcotics Unit	\$ 6,360,158	\$ 6,735,187	\$ 6,844,225	\$ 1,494,819	22%	\$ 6,844,225	\$ -	0%	
Salaries & Benefits	\$ 351,830	\$ 403,845	\$ 471,552	\$ 79,543	17%	\$ 471,552	\$ -	0%	
Operating Supplies	7,914	11,381	5,150	1,612	31%	5,150	-	0%	
Contractual Services	14,831	13,899	10,700	1,957	18%	10,700	-	0%	
Other Expenses	39	318	-	-	N/A	-	-	N/A	
Capital Outlays	22,171	36,195	20,941	-	0%	20,941	-	0%	
Other Financing Uses	-	-	-	-	N/A	-	-	N/A	
50336 Fire Department	\$ 396,785	\$ 465,438	\$ 508,343	\$ 83,112	16%	\$ 508,343	\$ -	0%	
Salaries & Benefits	\$ 2,673,009	\$ 2,708,005	\$ 2,738,873	\$ 629,549	23%	\$ 2,738,873	\$ -	0%	
Operating Supplies	113,467	97,561	98,000	15,576	16%	98,000	-	0%	
Contractual Services	156,160	133,101	150,000	21,715	14%	150,000	-	0%	
Other Expenses	20,291	10,051	20,000	4,293	21%	20,000	-	0%	
Capital Outlays	153,098	38,636	25,000	11,808	47%	25,000	-	0%	
Other Financing Uses	-	-	-	-	N/A	-	-	N/A	
50387 Fire Safety Inspections	\$ 3,116,025	\$ 2,987,354	\$ 3,031,873	\$ 682,941	23%	\$ 3,031,873	\$ -	0%	
Salaries & Benefits	\$ 314,896	\$ 623,329	\$ 658,792	\$ 136,759	21%	\$ 658,792	\$ -	0%	
Operating Supplies	8,585	17,135	31,050	3,868	15%	26,050	(5,000)	-16% MOVE TO 5700	
Contractual Services	96,770	247,418	226,759	50,989	22%	226,759	-	0%	
Other Expenses	4,877	11,070	15,000	2,801	19%	15,000	-	0%	
Capital Outlays	16,029	9,838	5,600	215	2%	10,800	5,000	89% ADDTL COMPUTER EQUIPMENT REQD	
Other Financing Uses	-	-	-	-	N/A	-	-	N/A	
60523 Sanitation	\$ 441,157	\$ 908,790	\$ 937,201	\$ 194,832	21%	\$ 937,201	\$ -	0%	
Salaries & Benefits	\$ 3,557,182	\$ 3,896,144	\$ 3,969,074	\$ 877,573	22%	\$ 3,969,074	\$ -	0%	
Operating Supplies	\$ 60,002	\$ 66,335	\$ 62,422	\$ 12,548	20%	\$ 62,422	\$ -	0%	
Contractual Services	401	690	1,400	35	3%	1,400	-	0%	
Other Expenses	1,480,600	1,308,314	1,390,508	208,799	15%	1,390,508	-	0%	
Capital Outlays	6	-	1,000	-	0%	1,000	-	0%	
Other Financing Uses	-	24,360	25,000	-	0%	25,000	-	0%	
5900	\$ 1,551,009	\$ 1,399,699	\$ 1,480,330	\$ 221,482	15%	\$ 1,480,330	\$ -	0%	

City of Muskegon
Quarterly Budget Reforecast and 2001 Proposed Budget - General Fund
General Fund Expenditure Summary By Function

	Actual 1999	Actual 2000	Original Budget Estimate 2001	Actual Thru March 2001	Actual As % of Revised	Revised Estimate 2001	Change From 2000 Original	% Change From Original	Comments
60528 Recycling									
5100 Salaries & Benefits	\$ -	\$ -	\$ -	-	N/A	\$ -	\$ -	-	N/A
5200 Operating Supplies	-	-	-	-	N/A	-	-	-	N/A
5300 Contractual Services	300,392	263,478	261,207	42,528	16%	261,207	-	-	0%
5400 Other Expenses	-	-	-	-	N/A	-	-	-	N/A
5700 Capital Outlays	-	-	1,500	-	0%	1,500	-	-	0%
5900 Other Financing Uses	-	-	-	-	N/A	-	-	-	N/A
60524 Composting	\$ 300,392	\$ 263,478	\$ 262,707	\$ 42,528	16%	\$ 262,707	\$ -	-	0%
60524 Composting									
5100 Salaries & Benefits	\$ 12,468	\$ -	\$ -	-	N/A	\$ -	\$ -	-	N/A
5200 Operating Supplies	-	-	-	-	N/A	-	-	-	N/A
5300 Contractual Services	43,237	-	-	-	N/A	-	-	-	N/A
5400 Other Expenses	-	-	-	-	N/A	-	-	-	N/A
5700 Capital Outlays	-	-	-	-	N/A	-	-	-	N/A
5900 Other Financing Uses	-	-	-	-	N/A	-	-	-	N/A
60448 Streetlighting	\$ 55,705	\$ -	\$ -	\$ -	N/A	\$ -	\$ -	-	N/A
60448 Streetlighting									
5100 Salaries & Benefits	\$ 12,685	\$ 10,801	\$ 7,054	\$ 2,173	31%	\$ 7,054	\$ -	-	0%
5200 Operating Supplies	-	-	-	-	N/A	-	-	-	N/A
5300 Contractual Services	505,839	507,599	515,000	85,163	17%	515,000	-	-	0%
5400 Other Expenses	-	-	-	-	N/A	-	-	-	N/A
5700 Capital Outlays	600	-	10,000	-	0%	10,000	-	-	0%
5900 Other Financing Uses	-	-	-	-	N/A	-	-	-	N/A
60707 Senior Citizen Transit	\$ 519,124	\$ 518,200	\$ 532,064	\$ 87,336	16%	\$ 532,064	\$ -	-	0%
60707 Senior Citizen Transit									
5100 Salaries & Benefits	\$ 39,821	\$ 44,554	\$ 42,998	\$ 9,712	23%	\$ 42,998	\$ -	-	0%
5200 Operating Supplies	-	-	-	-	N/A	-	-	-	N/A
5300 Contractual Services	4,810	5,450	5,850	1,350	23%	5,850	-	-	0%
5400 Other Expenses	-	-	-	-	N/A	-	-	-	N/A
5700 Capital Outlays	-	-	-	-	N/A	-	-	-	N/A
5900 Other Financing Uses	-	-	-	-	N/A	-	-	-	N/A
60446 Community Event Support	\$ 44,631	\$ 50,004	\$ 48,848	\$ 11,062	23%	\$ 48,848	\$ -	-	0%
60446 Community Event Support									
5100 Salaries & Benefits	\$ 17,953	\$ 113,420	\$ 75,382	\$ 8,162	11%	\$ 75,382	\$ -	-	0%
5200 Operating Supplies	-	14,743	2,500	149	6%	2,500	-	-	0%
5300 Contractual Services	1,270	45,757	20,000	274	1%	20,000	-	-	0%
5400 Other Expenses	-	-	-	-	N/A	-	-	-	N/A
5700 Capital Outlays	-	-	-	-	N/A	-	-	-	N/A
5900 Other Financing Uses	-	-	-	-	N/A	-	-	-	N/A
70751 Parks Maintenance	\$ 19,223	\$ 173,920	\$ 97,882	\$ 8,585	9%	\$ 97,882	\$ -	-	0%
70751 Parks Maintenance									
5100 Salaries & Benefits	\$ 2,490,084	\$ 2,405,301	\$ 2,421,831	\$ 370,993	15%	\$ 2,421,831	\$ -	-	0%
5200 Operating Supplies	-	-	-	-	-	-	-	-	-
5300 Contractual Services	594,245	410,877	528,153	82,837	16%	528,153	\$ -	-	0%
5400 Other Expenses	101,986	188,503	125,155	9,439	8%	125,155	-	-	0%
5700 Capital Outlays	369,196	509,593	515,000	66,663	13%	515,000	-	-	0%
5900 Other Financing Uses	2,338	2,939	7,000	785	11%	7,000	-	-	0%
	42,206	53,703	80,000	28,105	35%	80,000	-	-	0%
	-	-	-	-	N/A	-	-	-	N/A
	\$ 1,108,971	\$ 1,165,815	\$ 1,255,308	\$ 187,809	15%	\$ 1,255,308	\$ -	-	0%

City of Muskegon
Quarterly Budget Reforecast and 2001 Proposed Budget - General Fund
General Fund Expenditure Summary By Function

	Actual 1999	Actual 2000	Original Budget Estimate 2001	Actual Thru March 2001	Actual As % of Revised	Revised Estimate 2001	Change From 2000 Original	% Change From Original	Comments
70757 Mc Graft Park Maintenance									
5100 Salaries & Benefits	\$ 34,963	\$ 10,522	\$ 18,278	\$ 594	3%	\$ 18,278	\$ -	0%	
5200 Operating Supplies	9,527	3,862	5,000	1,028	21%	5,000	-	0%	
5300 Contractual Services	27,393	43,965	30,165	2,810	9%	30,165	-	0%	
5400 Other Expenses	434	210	1,000	-	0%	1,000	-	0%	
5700 Capital Outlays	-	283	-	-	N/A	-	-	N/A	
5900 Other Financing Uses	-	-	-	-	N/A	-	-	N/A	
70775 General Recreation Programs	\$ 72,307	\$ 58,862	\$ 54,443	\$ 4,432	8%	\$ 54,443	\$ -	0%	
5100 Salaries & Benefits	\$ 132,298	\$ 117,149	\$ 175,398	\$ 10,991	6%	\$ 175,398	\$ -	0%	
5200 Operating Supplies	35,928	31,912	25,300	13,350	53%	25,300	-	0%	
5300 Contractual Services	118,418	115,122	88,675	13,879	16%	88,675	-	0%	
5400 Other Expenses	4,244	2,969	4,000	462	12%	4,000	-	0%	
5700 Capital Outlays	208	4,344	-	-	N/A	-	-	N/A	
5900 Other Financing Uses	-	-	-	-	N/A	-	-	N/A	
70776 Inner City Recreation Programs	\$ 291,096	\$ 271,496	\$ 293,373	\$ 38,882	13%	\$ 293,373	\$ -	0%	
5100 Salaries & Benefits	\$ 103,019	\$ 135,718	\$ 132,319	\$ 25,122	19%	\$ 132,319	\$ -	0%	
5200 Operating Supplies	11,214	10,781	21,710	685	3%	21,710	-	0%	
5300 Contractual Services	30,297	29,995	36,400	-	0%	36,400	-	0%	
5400 Other Expenses	2,397	2,896	3,000	259	9%	3,000	-	0%	
5700 Capital Outlays	-	-	-	-	N/A	-	-	N/A	
5900 Other Financing Uses	-	-	-	-	N/A	-	-	N/A	
70276 Cemeteries Maintenance	\$ 146,927	\$ 179,390	\$ 193,429	\$ 26,066	13%	\$ 193,429	\$ -	0%	
5100 Salaries & Benefits	\$ 330,496	\$ 184,070	\$ 175,746	\$ 39,959	23%	\$ 175,746	\$ -	0%	
5200 Operating Supplies	21,166	13,440	25,000	716	3%	25,000	-	0%	
5300 Contractual Services	110,984	246,091	270,000	9,471	4%	270,000	-	0%	
5400 Other Expenses	216	568	1,000	364	36%	1,000	-	0%	
5700 Capital Outlays	33,200	19,930	22,500	9,577	43%	22,500	-	0%	
5900 Other Financing Uses	-	-	-	-	N/A	-	-	N/A	
70585 Parking Operations	\$ 496,062	\$ 464,089	\$ 494,246	\$ 60,087	12%	\$ 494,246	\$ -	0%	
5100 Salaries & Benefits	\$ 12,979	\$ 13,182	\$ 12,584	\$ 3,233	26%	\$ 12,584	\$ -	0%	
5200 Operating Supplies	2,145	2,316	2,000	375	19%	2,000	-	0%	
5300 Contractual Services	28,692	27,501	35,572	6,208	17%	35,572	-	0%	
5400 Other Expenses	-	-	-	-	N/A	-	-	N/A	
5700 Capital Outlays	-	-	-	-	N/A	-	-	N/A	
5900 Other Financing Uses	-	-	-	-	N/A	-	-	N/A	
70771 Forestry	\$ 43,817	\$ 42,999	\$ 50,156	\$ 9,816	20%	\$ 50,156	\$ -	0%	
5100 Salaries & Benefits	\$ 90,283	\$ 89,755	\$ 134,355	\$ 21,445	16%	\$ 134,355	\$ -	0%	
5200 Operating Supplies	10,467	9,852	9,581	980	10%	9,581	-	0%	
5300 Contractual Services	12,898	16,843	14,000	3,169	23%	14,000	-	0%	
5400 Other Expenses	2,940	818	1,700	675	40%	1,700	-	0%	
5700 Capital Outlays	6,572	3,207	2,000	-	0%	2,000	-	0%	
5900 Other Financing Uses	-	-	-	-	N/A	-	-	N/A	
70776 Forestry	\$ 123,160	\$ 120,475	\$ 161,636	\$ 26,269	16%	\$ 161,636	\$ -	0%	

**City of Muskegon
Quarterly Budget Reforecast and 2001 Proposed Budget - General Fund
General Fund Expenditure Summary By Function**

	Actual 1999	Actual 2000	Original Budget Estimate 2001	Actual Thru March 2001	Actual As Revised	Revised Estimate 2001	Change From 2000 Original	% Change From Original	Comments
70863 Farmers' Market & Flea Market									
5100 Salaries & Benefits	\$ 36,984	\$ 27,185	\$ 30,669	\$ 3,111	10%	\$ 30,669	\$ -	0%	
5200 Operating Supplies	503	591	1,000	-	0%	1,000	-	0%	
5300 Contractual Services	8,236	15,000	7,623	1,718	23%	7,623	-	0%	
5400 Other Expenses	-	-	-	-	N/A	-	-	N/A	
5700 Capital Outlays	-	-	-	-	N/A	-	-	N/A	
5900 Other Financing Uses	-	-	-	-	N/A	-	-	N/A	
	\$ 45,723	\$ 42,776	\$ 39,292	\$ 4,829	12%	\$ 39,292	\$ -	0%	
	\$ 2,329,063	\$ 2,345,712	\$ 2,541,883	\$ 357,990	14%	\$ 2,541,883	\$ -	0%	
80799 Weed and Seed Program									
5100 Salaries & Benefits	\$ 20,949	\$ -	\$ -	-	N/A	\$ -	\$ -	N/A	
5200 Operating Supplies	2,860	-	-	-	N/A	-	-	N/A	
5300 Contractual Services	9,784	112	-	-	N/A	-	-	N/A	
5400 Other Expenses	127	-	-	-	N/A	-	-	N/A	
5700 Capital Outlays	-	-	-	-	N/A	-	-	N/A	
5900 Other Financing Uses	-	-	-	-	N/A	-	-	N/A	
	\$ 33,720	\$ 112	\$ -	-	N/A	\$ -	\$ -	N/A	
80387 Environmental Services									
5100 Salaries & Benefits	\$ 439,362	\$ 150,456	\$ 172,208	\$ 42,942	25%	\$ 172,208	\$ -	0%	
5200 Operating Supplies	12,785	9,525	4,700	894	19%	4,700	-	0%	
5300 Contractual Services	328,371	285,250	180,950	13,309	8%	180,950	-	0%	
5400 Other Expenses	2,674	333	1,000	9	1%	1,000	-	0%	
5700 Capital Outlays	3,569	4,135	4,700	-	0%	4,700	-	0%	
5900 Other Financing Uses	-	-	-	-	N/A	-	-	N/A	
	\$ 786,761	\$ 429,699	\$ 343,558	\$ 57,154	17%	\$ 343,558	\$ -	0%	
	\$ 820,481	\$ 429,811	\$ 343,558	\$ 57,154	17%	\$ 343,558	\$ -	0%	
10875 Other									
Contributions To Outside Agencies	\$ 117,369	\$ 115,930	\$ 141,640	\$ 55,104	39%	\$ 141,640	\$ -	0%	
	\$ 117,369	\$ 115,930	\$ 141,640	\$ 55,104	39%	\$ 141,640	\$ -	0%	0% MATS - \$80,500; NEIGH GRANTS - \$40,000; MEMORIAL DAY COMMITTEE - \$10,000; OTHER - \$11,140
Total Customer Value Added Activities	\$ 16,071,122	\$ 16,393,523	\$ 16,570,554	\$ 3,296,745	20%	\$ 16,570,554	\$ -	0%	
As a Percent of Total General Fund Expenditures	73.0%	73.7%	71.5%	73.7%	20%	71.4%	71.4%	0%	

City of Muskegon
Quarterly Budget Reforecast and 2001 Proposed Budget - General Fund
General Fund Expenditure Summary By Function

II. Business Value Added Activities

	Actual 1999	Actual 2000	Original Budget Estimate 2001	Actual Thru March 2001	Actual As % of Revised	Revised Estimate 2001	Change From 2000 Original	% Change From Original	Comments
10101 City Commission									
5100 Salaries & Benefits	\$ 50,488	\$ 56,917	\$ 58,589	\$ 12,371	21%	\$ 58,589	\$ -	0%	
5200 Operating Supplies	11,732	11,861	16,000	318	2%	16,000	-	0%	
5300 Contractual Services	26,636	30,541	47,059	4,930	10%	47,059	-	0%	
5400 Other Expenses	7,106	8,813	11,000	540	5%	11,000	-	0%	
5700 Capital Outlays	1,534	91	-	-	N/A	-	-	N/A	
5900 Other Financing Uses	-	-	-	-	N/A	-	-	N/A	
	\$ 97,496	\$ 108,223	\$ 132,648	\$ 18,159	14%	\$ 132,648	\$ -	0%	
10102 City Promotions & Public Relations									
5100 Salaries & Benefits	-	-	-	-	N/A	-	-	N/A	
5200 Operating Supplies	-	-	10,000	-	0%	10,000	-	0%	
5300 Contractual Services	-	14,791	24,000	2,380	10%	24,000	-	0%	
5400 Other Expenses	-	-	-	-	N/A	-	-	N/A	
5700 Capital Outlays	-	-	-	-	N/A	-	-	N/A	
5900 Other Financing Uses	-	-	-	-	N/A	-	-	N/A	
	\$ -	\$ 14,791	\$ 34,000	\$ 2,380	7%	\$ 34,000	\$ -	0%	
10172 City Manager									
5100 Salaries & Benefits	\$ 163,409	\$ 172,284	\$ 177,056	\$ 41,872	24%	\$ 177,056	\$ -	0%	
5200 Operating Supplies	2,531	2,564	3,500	74	2%	3,500	-	0%	
5300 Contractual Services	2,645	2,962	5,500	225	4%	5,500	-	0%	
5400 Other Expenses	2,601	4,247	4,500	656	15%	4,500	-	0%	
5700 Capital Outlays	82	1,814	3,500	-	0%	3,500	-	0%	
5900 Other Financing Uses	-	-	-	-	N/A	-	-	N/A	
	\$ 171,268	\$ 183,871	\$ 194,056	\$ 42,827	22%	\$ 194,056	\$ -	0%	
10145 City Attorney									
5100 Salaries & Benefits	-	-	-	-	N/A	-	-	N/A	
5200 Operating Supplies	400	480	480	-	0%	480	-	0%	
5300 Contractual Services	341,368	384,201	370,194	94,761	26%	370,194	-	0%	
5400 Other Expenses	-	-	-	-	N/A	-	-	N/A	
5700 Capital Outlays	-	-	-	-	N/A	-	-	N/A	
5900 Other Financing Uses	-	-	-	-	N/A	-	-	N/A	
	\$ 341,768	\$ 384,681	\$ 370,674	\$ 94,761	26%	\$ 370,674	\$ -	0%	
	\$ 610,532	\$ 691,556	\$ 731,378	\$ 158,127	22%	\$ 731,378	\$ -	0%	
20173 Administration									
5100 Salaries & Benefits	\$ 124,412	\$ 137,659	\$ 141,029	\$ 33,972	26%	\$ 131,029	\$ (10,000)	-7%	MGT ASST POSITION VACANCY
5200 Operating Supplies	4,482	2,295	3,950	81	2%	3,950	-	0%	
5300 Contractual Services	24,701	15,871	23,000	339	1%	23,000	-	0%	
5400 Other Expenses	16,200	12,278	11,860	2,107	18%	11,860	-	0%	
5700 Capital Outlays	298	581	1,500	933	62%	1,500	-	0%	
5900 Other Financing Uses	-	-	-	-	N/A	-	-	N/A	
	\$ 170,093	\$ 168,684	\$ 181,339	\$ 37,432	22%	\$ 171,339	\$ (10,000)	-6%	

**City of Muskegon
Quarterly Budget Reforecast and 2001 Proposed Budget - General Fund
General Fund Expenditure Summary By Function**

	Actual 1999	Actual 2000	Original Budget Estimate 2001	Actual Thru March 2001	Actual As Revised	Revised Estimate 2001	Change From 2000 Original	% Change From Original	Comments
20228 Affirmative Action									
5100 Salaries & Benefits	\$ 63,526	\$ 69,370	\$ 70,485	\$ 15,673	22%	\$ 70,485	\$ -	0%	
5200 Operating Supplies	517	506	1,000	80	8%	1,000	-	0%	
5300 Contractual Services	2,109	2,334	3,300	788	24%	3,300	-	0%	
5400 Other Expenses	3,295	2,801	4,000	331	8%	4,000	-	0%	
5700 Capital Outlays	-	118	500	-	0%	500	-	0%	
5900 Other Financing Uses	-	-	-	-	N/A	-	-	N/A	
20744 Julia Hackley Internships	\$ 69,447	\$ 75,129	\$ 79,285	\$ 16,872	21%	\$ 79,285	\$ -	0%	
5100 Salaries & Benefits	\$ 1,714	\$ 7,482	\$ 4,650	-	0%	\$ 4,650	\$ -	0%	
5200 Operating Supplies	-	718	-	-	N/A	-	-	N/A	
5300 Contractual Services	-	711	-	-	N/A	-	-	N/A	
5400 Other Expenses	-	-	-	-	N/A	-	-	N/A	
5700 Capital Outlays	-	-	-	-	N/A	-	-	N/A	
5900 Other Financing Uses	-	-	-	-	N/A	-	-	N/A	
20215 City Clerk & Elections	\$ 1,714	\$ 8,911	\$ 4,650	-	0%	\$ 4,650	\$ -	0%	
5100 Salaries & Benefits	\$ 190,040	\$ 218,883	\$ 209,842	\$ 39,962	19%	\$ 209,842	\$ -	0%	
5200 Operating Supplies	28,908	32,549	15,000	2,437	16%	15,000	-	0%	
5300 Contractual Services	34,857	28,284	32,850	3,605	11%	32,850	-	0%	
5400 Other Expenses	6,875	5,420	3,250	1,561	48%	3,250	-	0%	
5700 Capital Outlays	5,006	2,551	3,350	-	0%	3,350	-	0%	
5900 Other Financing Uses	-	-	-	-	N/A	-	-	N/A	
20220 Civil Service	\$ 265,686	\$ 287,687	\$ 264,292	\$ 47,565	18%	\$ 264,292	\$ -	0%	
5100 Salaries & Benefits	\$ 125,385	\$ 130,015	\$ 153,025	\$ 18,290	12%	\$ 153,025	\$ -	0%	PERSONNEL ANALYST TO FULL-TIME, ADDTL COST
5200 Operating Supplies	15,052	6,339	5,000	2,023	40%	5,000	-	0%	0% WILL BE OFFSET BY ELIMINATION OF P/T ANALYST
5300 Contractual Services	71,530	39,839	31,000	4,055	13%	31,000	-	0%	0% POSITION AND LOWER THAN BUDGETED SALARY
5400 Other Expenses	7,890	42,287	8,000	177	2%	8,000	-	0%	0% FOR NEW DIRECTOR
5700 Capital Outlays	220	762	957	-	0%	957	-	0%	
5900 Other Financing Uses	-	-	-	-	N/A	-	-	N/A	
30202 Finance Administration	\$ 220,077	\$ 219,242	\$ 197,982	\$ 24,545	12%	\$ 197,982	\$ -	0%	
5100 Salaries & Benefits	\$ 245,121	\$ 259,785	\$ 267,683	\$ 65,939	25%	\$ 267,683	\$ -	0%	
5200 Operating Supplies	8,336	9,334	10,900	1,015	9%	10,900	-	0%	
5300 Contractual Services	61,633	64,594	69,400	37,228	42%	88,000	18,600	27%	NO LONGER USING COMPENSATING BALANCES
5400 Other Expenses	3,280	2,385	3,000	413	14%	3,000	-	0%	0% TO PAY BANK FEES
5700 Capital Outlays	2,359	4,586	3,500	30	1%	3,500	-	0%	
5900 Other Financing Uses	-	-	-	-	N/A	-	-	N/A	
30209 Assessing Services	\$ 320,729	\$ 340,684	\$ 354,483	\$ 104,625	28%	\$ 373,083	\$ 18,600	5%	
5100 Salaries & Benefits	\$ 240,204	\$ 5,013	\$ 7,731	\$ 821	11%	\$ 7,731	\$ -	0%	
5200 Operating Supplies	3,131	-	-	-	N/A	-	-	N/A	
5300 Contractual Services	114,601	340,213	365,835	884	0%	365,835	-	0%	
5400 Other Expenses	3,900	80	100	45	45%	100	-	0%	
5700 Capital Outlays	633	-	-	-	N/A	-	-	N/A	
5900 Other Financing Uses	-	-	-	-	N/A	-	-	N/A	
30209 Assessing Services	\$ 362,469	\$ 345,306	\$ 373,666	\$ 1,750	0%	\$ 373,666	\$ -	0%	

**City of Muskegon
Quarterly Budget Reforecast and 2001 Proposed Budget - General Fund
General Fund Expenditure Summary By Function**

	Actual 1999	Actual 2000	Original Budget Estimate 2001	Actual Thru March 2001	Actual As % of Revised	Revised Estimate 2001	Change From 2000 Original	% Change From Original	Comments
30205 Income Tax Administration									
5100 Salaries & Benefits	\$ 186,659	\$ 212,880	\$ 223,951	\$ 52,543	23%	\$ 223,951	\$ -	0%	
5200 Operating Supplies	24,897	18,875	24,073	7,028	29%	24,073	-	0%	
5300 Contractual Services	34,271	34,550	39,500	1,596	4%	39,500	-	0%	
5400 Other Expenses	1,003	1,288	1,500	88	6%	1,500	-	0%	
5700 Capital Outlays	7,375	2,180	3,000	-	0%	3,000	-	0%	
5900 Other Financing Uses	-	-	-	-	N/A	-	-	N/A	
30253 City Treasurer	\$ 254,205	\$ 269,773	\$ 292,024	\$ 61,255	21%	\$ 292,024	\$ -	0%	
5100 Salaries & Benefits	\$ 266,436	\$ 251,881	\$ 275,462	\$ 52,228	19%	\$ 275,462	\$ -	0%	
5200 Operating Supplies	28,340	38,165	28,400	6,858	23%	28,400	-	0%	
5300 Contractual Services	44,557	55,546	41,399	8,073	20%	41,399	-	0%	
5400 Other Expenses	1,096	1,264	1,211	-	0%	1,211	-	0%	
5700 Capital Outlays	6,259	7,298	3,957	201	5%	3,957	-	0%	
5900 Other Financing Uses	-	-	-	-	N/A	-	-	N/A	
30248 Information Systems Administration	\$ 348,688	\$ 354,154	\$ 350,429	\$ 67,160	19%	\$ 350,429	\$ -	0%	
5100 Salaries & Benefits	\$ 131,588	\$ 167,381	\$ 176,942	\$ 41,151	23%	\$ 176,942	\$ -	0%	
5200 Operating Supplies	4,832	6,895	9,000	99	1%	9,000	-	0%	
5300 Contractual Services	42,033	38,925	45,000	8,490	19%	45,000	-	0%	
5400 Other Expenses	18,650	10,889	12,000	6,720	56%	12,000	-	0%	
5700 Capital Outlays	67,921	52,283	42,000	9,911	24%	42,000	-	0%	
5900 Other Financing Uses	-	-	-	-	N/A	-	-	N/A	
60265 City Hall Maintenance	\$ 265,024	\$ 275,973	\$ 284,942	\$ 66,371	23%	\$ 284,942	\$ -	0%	
5100 Salaries & Benefits	\$ 1,549,115	\$ 1,585,890	\$ 1,655,544	\$ 301,161	18%	\$ 1,674,144	\$ 18,600	1%	
5200 Operating Supplies	63,925	63,273	61,204	14,666	24%	61,204	-	0%	
5300 Contractual Services	13,874	11,926	15,370	2,757	18%	15,370	-	0%	
5400 Other Expenses	161,699	184,471	189,895	34,614	16%	210,000	20,105	11%	UNANTICIPATED ELEVATOR REPAIRS
5700 Capital Outlays	67	395	500	-	0%	500	-	0%	
5900 Other Financing Uses	8,607	3,422	6,287	-	0%	6,287	-	0%	
80400 Planning, Zoning and Economic Development	\$ 248,172	\$ 263,487	\$ 273,256	\$ 52,037	18%	\$ 293,361	\$ 20,105	7%	
5100 Salaries & Benefits	\$ 370,871	\$ 395,554	\$ 415,475	\$ 87,676	21%	\$ 415,475	\$ -	0%	
5200 Operating Supplies	31,621	16,283	14,050	3,435	24%	14,050	-	0%	
5300 Contractual Services	102,933	78,924	79,400	19,581	25%	79,400	-	0%	
5400 Other Expenses	10,591	7,746	8,500	1,454	17%	8,500	-	0%	
5700 Capital Outlays	2,145	3,018	4,000	1,136	28%	4,000	-	0%	
5900 Other Financing Uses	-	-	-	-	N/A	-	-	N/A	
Total Business Value Added Activities	\$ 518,162	\$ 501,525	\$ 521,425	\$ 113,282	22%	\$ 521,425	\$ -	0%	
As a Percent of Total General Fund Expenditures	\$ 518,162	\$ 501,525	\$ 521,425	\$ 113,282	22%	\$ 521,425	\$ -	0%	
Total Business Value Added Activities	\$ 3,652,998	\$ 3,802,121	\$ 3,909,151	\$ 751,021	19%	\$ 3,937,856	\$ 28,705	1%	
As a Percent of Total General Fund Expenditures	16.6%	17.1%	16.9%	16.8%		17.0%			

City of Muskegon
Quarterly Budget Reforecast and 2001 Proposed Budget - General Fund
General Fund Expenditure Summary By Function

	Actual 1999	Actual 2000	Original Budget Estimate 2001	Actual Thru March 2001	Actual As % of Revised	Revised Estimate 2001	Change From 2000 Original	% Change From Original	Comments
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II. Fixed Budget Items

30999	Transfers To Other Funds								
	Major Street Fund								
	\$	-	\$	-	\$	-	\$	-	N/A
	620,000	620,000	820,000	205,000	25%	820,000	-	-	0%
	Local Street Fund								
	-	-	100,000	25,000	25%	100,000	-	-	0%
	325,000	346,000	301,000	75,250	25%	301,000	-	-	0%
	150,000	220,000	150,000	37,500	25%	150,000	-	-	0%
	-	22,810	-	22,809	N/A	-	-	-	N/A
	12,000	-	-	-	N/A	-	-	-	N/A
	1,742	-	-	-	N/A	-	-	-	N/A
	Tree Replacement								
	-	2,723	-	-	N/A	-	-	-	N/A
	\$	1,108,742	\$	1,211,533	\$	1,371,000	\$	-	0%
	222,763	249,757	270,000	-	0%	270,000	-	-	0%
30851	General Insurance								
30906	Debt Retirement								
10891	340,604	407,835	385,098	59,189	16%	365,098	-	-	0%
	212,696	142,954	450,000	-	0%	450,000	-	-	0%
90000	Major Capital Improvements								
	402,954	24,934	245,000	1,586	1%	245,000	-	-	0%
	\$	2,287,759	\$	2,037,013	\$	2,701,098	\$	-	0%
	10.4%	9.2%	11.7%	9.5%	16%	2,701,098	-	-	0%
	As a Percent of Total General Fund Expenditures								
	Total General Fund								
	\$	22,011,879	\$	22,232,657	\$	23,180,803	\$	28,705	0%
	Recap: Total General Fund By Expenditure Object								
5100	Salaries & Benefits								
5200	Operating Supplies								
5300	Contractual Services								
5400	Other Expenses								
5700	Capital Outlays								
5900	All Other Financing Uses								
	\$	12,873,899	\$	12,678,843	\$	13,265,442	\$	(10,000)	0%
	644,655	719,038	637,269	106,467	17%	632,269	(5,000)	-1%	-1%
	6,002,539	6,559,992	6,817,381	1,012,974	15%	6,856,086	38,705	1%	1%
	170,318	185,789	154,821	34,731	22%	154,821	-	-	0%
	871,122	469,627	569,792	72,310	13%	574,792	5,000	1%	1%
	1,449,346	1,619,368	1,736,098	424,748	24%	1,736,098	-	-	0%
	\$	22,011,879	\$	22,232,657	\$	23,180,803	\$	28,705	0%
	19%	19%	19%	19%	19%	23,209,508	-	-	0%

City of Muskegon
Quarterly Budget Reforecast and 2001 Proposed Budget - Non-General Funds

	Actual 1999	Actual 2000	Original Budget Estimate 2001	Actual Thru March 2001	Actual As % of Revised	Revised Estimate 2001	Change From 2000 Original	% Change From Original	Comments
202 Major Streets and State Trunklines Fund									
Available Fund Balance - BOY	\$ 4,386,989	\$ 3,585,170	\$ 1,808,171	\$ 2,989,718		\$ 2,989,718	\$ 1,181,547		
Revenues									
Special assessments	\$ 208,386	\$ 221,610	\$ 100,000	\$ -		\$ 100,000	\$ -	0%	
Federal grants	29,033	3,154,271	-	-		-	-	-	
State grants	92,678	-	1,150,000	-		1,150,000	-	0%	
State shared revenue	2,346,730	2,590,185	2,209,194	175,582		2,209,194	-	0%	
Interest income	237,805	214,103	60,000	27,668		60,000	-	0%	
Operating transfers in	170,720	-	155,000	-		155,000	-	0%	CD66 \$85M : EDA \$70M
Other	183,977	514,262	75,000	3,287		75,000	-	0%	
	\$ 3,269,329	\$ 6,694,431	\$ 3,749,194	\$ 205,537		\$ 3,749,194	\$ -	0%	
60900 Operating Expenditures									
Salaries & Benefits	\$ 608,646	\$ 649,222	\$ 737,485	\$ 200,593	27%	\$ 737,485	\$ -	0%	
Operating Supplies	151,749	105,439	166,200	60,628	36%	166,200	-	0%	
Contractual Services	668,313	915,522	723,401	200,754	28%	723,401	-	0%	
Other Expenses	5,239	5,545	4,000	225	6%	4,000	-	0%	
Capital Outlays	-	-	-	-	N/A	-	-	-	
Other Financing Uses	664,940	905,864	810,523	-	0%	810,523	-	0%	0% DEBT SERVICE, \$200M TRANSFER TO LOCAL
	\$ 2,118,787	\$ 2,581,592	\$ 2,441,609	\$ 462,200	19%	\$ 2,441,609	\$ -	0%	
90000 Project Expenditures									
Operating Supplies	\$ 1,731,347	\$ 4,708,191	\$ 2,960,000	\$ 85,478	N/A	\$ 2,866,000	\$ (94,000)	-	-3% SEE BUDGETED CAPITAL IMPROVEMENTS FOR DETAIL
Contractual Services	221,014	-	-	-	N/A	-	-	-	
Capital Outlays	1,952,361	4,708,191	2,960,000	85,478	3%	2,866,000	\$ (94,000)	-3%	
	\$ 4,071,148	\$ 7,289,883	\$ 5,401,609	\$ 547,678	10%	\$ 5,307,608	\$ (94,000)	-3%	
Available Fund Balance - EOY	\$ 3,585,170	\$ 2,989,718	\$ 155,756	\$ 2,548,577		\$ 1,431,303	\$ 1,275,547		

**City of Muskegon
Quarterly Budget Reforecast and 2001 Proposed Budget - Non-General Funds**

	Actual 1999	Actual 2000	Original Budget Estimate 2001	Actual Thru March 2001	Actual As Revised	Revised Estimate 2001	Change From 2000 Original	% Change From Original	Comments
203 Local Streets Fund									
Available Fund Balance - EOY	\$ 107,336	\$ 176	\$ (91,376)	\$ 122,966		\$ 122,966	\$ 204,342		
Revenues									
Special assessments	\$ 70,128	\$ 76,570	\$ 75,000	\$ -		\$ 75,000	\$ -	0%	
Federal grants	-	31,073	-	31,073		-	-	-	
State grants	-	48,467	-	48,467		-	-	-	
State shared revenue	621,506	639,505	648,300	49,963		648,300	-	0%	
Interest income	10,329	11,210	10,000	49		10,000	-	0%	
Operating transfers in	890,000	870,000	1,090,000	205,000		1,090,000	-	0%	GENERAL FUND TRANSFER \$820M EDA \$70M MAJOR \$200M
Other	828	20,082	20,000	12		20,000	-	0%	
	\$ 1,382,791	\$ 1,696,907	\$ 1,843,300	\$ 334,564		\$ 1,843,300	\$ -	0%	
60900 Operating Expenditures									
Salaries & Benefits	\$ 484,756	\$ 437,738	\$ 402,118	\$ 91,508	23%	\$ 402,118	\$ -	0%	
Operating Supplies	73,457	107,551	84,000	13,919	17%	84,000	-	0%	
Contractual Services	484,784	589,182	554,501	97,631	18%	554,501	-	0%	
Other Expenses	1,234	2,236	1,000	-	0%	1,000	-	0%	
Capital Outlays	-	-	-	-	N/A	-	-	-	
Other Financing Uses	-	63,143	-	-	N/A	-	-	-	
	\$ 1,044,231	\$ 1,199,850	\$ 1,041,619	\$ 203,056	19%	\$ 1,041,619	\$ -	0%	
90000 Project Expenditures									
Operating Supplies	\$ -	\$ -	\$ -	\$ -	N/A	\$ -	\$ -	-	
Contractual Services	445,720	374,267	700,000	24,404	4%	652,000	(48,000)	-7%	SEE "BUDGETED CAPITAL IMPROVEMENTS" FOR DETAIL
	\$ 445,720	\$ 374,267	\$ 700,000	\$ 24,404	4%	\$ 652,000	\$ (48,000)	-7%	
	\$ 1,489,951	\$ 1,574,117	\$ 1,741,619	\$ 227,460	13%	\$ 1,693,619	\$ -		
Available Fund Balance - EOY	\$ 176	\$ 122,966	\$ 20,305	\$ 230,070		\$ 272,647	\$ 252,342		

**City of Muskegon
Quarterly Budget Reforecast and 2001 Proposed Budget - Non-General Funds**

230	Enterprise Community Fund	Actual 1999	Actual 2000	Original Budget Estimate 2001	Actual Thru March 2001	Actual As Revised	Revised Estimate 2001	Change From 2000 Original	% Change From Original	Comments
	Available Fund Balance - BOY	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-	
	Revenues									
	Special assessments	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-	
	Federal grants	396,525	633	180,000	-	-	180,000	-	0%	
	State shared revenue	-	-	-	-	-	-	-	-	
	Charges for services	77,310	-	-	-	-	-	-	-	
	Interest income	-	-	-	-	-	-	-	-	
	Operating transfers in	-	-	-	-	-	-	-	-	
	Other	-	-	-	-	-	-	-	-	
		\$ 413,835	\$ 633	\$ 180,000	\$ -	\$ -	\$ 180,000	\$ -	0%	
	Operating Expenditures									
60900	Salaries & Benefits	\$ -	\$ -	\$ -	\$ -	N/A	\$ -	\$ -	-	
5100	Operating Supplies	-	-	-	-	N/A	-	-	-	
5300	Contractual Services	413,835	633	180,000	-	-	180,000	-	0%	
5400	Other Expenses	-	-	-	-	N/A	-	-	-	
5700	Capital Outlays	-	-	-	-	N/A	-	-	-	
5900	Other Financing Uses	-	-	-	-	N/A	-	-	-	
		\$ 413,835	\$ 633	\$ 180,000	\$ -	0%	\$ 180,000	\$ -	0%	
90000	Project Expenditures									
5200	Operating Supplies	\$ -	\$ -	\$ -	\$ -	N/A	\$ -	\$ -	-	
5300	Contractual Services	-	-	-	-	N/A	-	-	-	
		\$ -	\$ -	\$ -	\$ -	N/A	\$ -	\$ -	-	
		\$ 413,835	\$ 633	\$ 180,000	\$ -	0%	\$ 180,000	\$ -	-	
	Available Fund Balance - EOY	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-	

**City of Muskegon
Quarterly Budget Reforecast and 2001 Proposed Budget - Non-General Funds**

254	L.C. Walker Arena Fund	Actual 1999	Actual 2000	Original Budget Estimate 2001	Actual Thru March 2001	Actual As Revised	Revised Estimate 2001	Change From 2000 Original	% Change From Original	Comments
	Available Fund Balance - BOY	\$ 294	\$ 3,426	\$ 3,564	\$ 3,561		\$ 3,561	\$ 297		
	Revenues									
	Special assessments	\$ -	\$ -	\$ -	\$ -		\$ -	\$ -	-	
	State grants	-	-	-	-		-	-	-	
	State shared revenue	-	-	-	-		-	-	-	
	Charges for services	518,703	505,229	550,000	246,280		550,000	-	0%	
	Interest income	-	24	-	288		-	-	-	
	Operating transfers in	325,000	346,000	301,000	75,250		301,000	-	0%	GENERAL FUND OPERATING SUBSIDY
	Other	2,212	3,848	-	804		-	-	-	
		\$ 845,915	\$ 855,101	\$ 861,000	\$ 322,622		\$ 861,000	\$ -	0%	
	Operating Expenditures									
	Salaries & Benefits	\$ 11,112	\$ 11,120	\$ 11,416	\$ 3,025	26%	\$ 11,416	\$ -	0%	
	Operating Supplies	-	-	-	-	N/A	-	-	-	
	Contractual Services	831,671	842,066	850,000	236,632	28%	850,000	-	0%	
	Other Expenses	-	-	-	-	N/A	-	-	-	
	Capital Outlays	-	1,460	-	242	N/A	-	-	-	
	Other Financing Uses	-	-	-	-	N/A	-	-	-	
		\$ 842,783	\$ 854,666	\$ 861,416	\$ 239,899	28%	\$ 861,416	\$ -	0%	
	Project Expenditures									
	Operating Supplies	\$ -	\$ -	\$ -	\$ -	N/A	\$ -	\$ -	-	
	Contractual Services	-	-	-	-	N/A	-	-	-	
		\$ 842,783	\$ 854,666	\$ 861,416	\$ 239,899	28%	\$ 861,416	\$ -	0%	
	Available Fund Balance - EOY	\$ 3,426	\$ 3,861	\$ 3,148	\$ 86,584		\$ 3,445	\$ 297		

City of Muskegon
Quarterly Budget Reforecast and 2001 Proposed Budget - Non-General Funds

403	Sidewalk Improvement Fund	Actual 1999	Actual 2000	Original Budget Estimate 2001	Actual Thru March 2001	Actual As % of Revised	Revised Estimate 2001	Change From 2000 Original	% Change From Original	Comments
Available Fund Balance - BOY		\$ 982,400	\$ 63,295	\$ 701,009	\$ 613,738		\$ 613,738	\$ (87,271)		
Revenues										
	Special assessments	\$ 200,592	\$ 459,927	\$ 450,000	\$ -		\$ 450,000	\$ -	0%	
	Federal grants	-	-	-	-		-	-	-	
	State shared revenue	-	-	-	-		-	-	-	
	Charges for services	-	-	-	-		-	-	-	
	Interest income	67,211	38,198	15,000	4,758		15,000	-	0%	
	Operating transfers in	-	97,219	100,000	-		100,000	-	0%	
	Other	-	826,088	-	-		-	-	-	
		\$ 267,803	\$ 1,422,412	\$ 565,000	\$ 4,758		\$ 565,000	\$ -	0%	
30906 Operating Expenditures										
	Salaries & Benefits	\$ -	\$ -	\$ -	\$ -	N/A	\$ -	\$ -	-	
	Operating Supplies	-	-	-	-	N/A	-	-	-	
	Contractual Services	-	-	-	-	N/A	-	-	-	
	Other Expenses	-	-	-	-	N/A	-	-	-	
	Capital Outlays	-	-	-	-	N/A	-	-	-	
	Other Financing Uses	734,847	143,014	412,413	128,595	31%	412,413	-	0% DEBT SERVICE	
		\$ 734,847	\$ 143,014	\$ 412,413	\$ 128,595	31%	\$ 412,413	\$ -	0%	
90000 Project Expenditures										
	Operating Supplies	\$ -	\$ -	\$ -	\$ -	N/A	\$ -	\$ -	-	
	Contractual Services	452,061	568,030	850,000	6,215	1%	850,000	-	0% SEE "BUDGETED CAPITAL IMPROVEMENTS" FOR DETAIL	
	Other Expenses	-	6,520	-	-	N/A	-	-	-	
	Other Financing Uses	-	154,405	-	-	N/A	-	-	-	
		\$ 452,061	\$ 728,955	\$ 850,000	\$ 6,215	1%	\$ 850,000	\$ -	0%	
		\$ 1,186,908	\$ 871,959	\$ 1,262,413	\$ 134,810	11%	\$ 1,262,413	\$ -		
Available Fund Balance - EOY		\$ 63,295	\$ 613,738	\$ 3,586	\$ 483,886		\$ (83,876)	\$ (87,271)		

City of Muskegon
Quarterly Budget Reforecast and 2001 Proposed Budget - Non-General Funds

404	Public Improvement Fund	Actual 1999	Actual 2000	Original Budget Estimate 2001	Actual Thru March 2001	Actual As % of Revised	Revised Estimate 2001	Change From 2000 Original	% Change From Original	Comments
	Available Fund Balance - BOY	\$ 679,356	\$ 1,354,812	\$ 206,812	\$ 421,441		\$ 421,441	\$ 214,629		
	Revenues									
	Special assessments	\$ -	\$ -	\$ -	\$ -		\$ -	\$ -	-	0% EDA GRANT FOR SEAWAY INDUSTRIAL PARK
	Federal grants	-	-	570,600	-		570,600	-	-	0%
	Contributions	-	-	5,000	-		5,000	-	-	0%
	Sales of Property	247,361	148,053	100,000	7,125		100,000	-	-	0%
	Interest income	43,424	51,375	25,000	3,895		25,000	-	-	0%
	Operating transfers in	150,000	220,000	150,000	37,500		150,000	-	-	0%
	Other	1,312,964	35,643	-	-		-	-	-	-
		\$ 1,753,749	\$ 455,071	\$ 850,600	\$ 48,520		\$ 850,600	\$ -	-	0%
	Operating Expenditures									
30936	Salaries & Benefits	\$ -	\$ -	\$ -	-	N/A	\$ -	\$ -	-	-
5100	Operating Supplies	-	-	-	-	N/A	-	-	-	-
5200	Contractual Services	-	-	-	-	N/A	-	-	-	-
5300	Other Expenses	-	-	-	-	N/A	-	-	-	-
5400	Capital Outlays	-	-	-	-	N/A	-	-	-	-
5700	Other Financing Uses	876,900	105,000	240,000	-	0%	240,000	-	-	0% TRANSFERS TO STREETS, WATER, SEWER FOR SEAWAY IP
		\$ 876,900	\$ 105,000	\$ 240,000	\$ -	0%	\$ 240,000	\$ -	-	0%
	Project Expenditures									
90000	Operating Supplies	\$ -	\$ -	\$ -	-	N/A	\$ -	\$ -	-	-
5200	Contractual Services	15,779	696,960	-	3,140	N/A	-	-	-	-
5300	Other Expenses	31,301	-	-	-	N/A	-	-	-	-
5700	Capital Outlays	201,393	1,283,442	475,600	333,074	70%	474,168	(1,432)	0%	SEE 'BUDGETED CAPITAL IMPROVEMENTS' FOR DETAIL
		\$ 1,078,293	\$ 1,388,442	\$ 715,600	\$ 336,214	47%	\$ 714,169	\$ (1,432)	0%	
	Available Fund Balance - EOY	\$ 1,354,812	\$ 421,441	\$ 341,812	\$ 133,747		\$ 557,873	\$ 216,061		

**City of Muskegon
Quarterly Budget Forecast and 2001 Proposed Budget - Non-General Funds**

482	State Grants Fund	Actual 1999	Actual 2000	Original Budget Estimate 2001	Actual Thru March 2001	Actual As % of Revised	Revised Estimate 2001	Change From 2000 Original	% Change From Original	Comments
	Available Fund Balance - BOY	\$ -	\$ -	\$ -	\$ -	-	\$ -	\$ -	-	
	Revenues									
	Special assessments	\$ -	\$ -	\$ -	\$ -	-	\$ -	\$ -	-	
	State grants	255,069	275,985	2,335,000	-	-	2,335,000	-	0%	
	Federal grants	-	73,886	-	-	-	-	-	-	
	Sales of Property	-	-	-	-	-	-	-	-	
	Interest Income	-	-	-	-	-	-	-	-	
	Operating transfers in	1,743	601,173	200,000	-	-	200,000	-	0%	LOCAL MATCH FROM GOLF COURSE FUND (TRAIL PROJECTS)
	Other	-	-	-	-	-	-	-	-	
		\$ 256,812	\$ 950,824	\$ 2,535,000	\$ -	-	\$ 2,535,000	\$ -	0%	
30936	Operating Expenditures									
5100	Salaries & Benefits	\$ -	\$ -	\$ -	\$ -	-	\$ -	\$ -	-	
5200	Operating Supplies	-	-	-	-	-	-	-	-	
5300	Contractual Services	-	-	-	-	-	-	-	-	
5400	Other Expenses	-	-	-	-	-	-	-	-	
5700	Capital Outlays	-	-	-	-	-	-	-	-	
5900	Other Financing Uses	-	-	-	-	-	-	-	-	
		\$ -	\$ -	\$ -	\$ -	-	\$ -	\$ -	-	
90000	Project Expenditures									
5200	Operating Supplies	\$ -	\$ -	\$ -	\$ -	-	\$ -	\$ -	-	
5300	Contractual Services	256,812	950,824	2,535,000	372,317	N/A	2,535,000	-	0%	SEE 'BUDGETED CAPITAL IMPROVEMENTS' FOR DETAIL
5700	Capital Outlays	-	-	-	77,051	3%	-	-	0%	
		\$ 256,812	\$ 950,824	\$ 2,535,000	\$ 449,378	18%	\$ 2,535,000	\$ -	0%	
		\$ 256,812	\$ 950,824	\$ 2,535,000	\$ 449,378	18%	\$ 2,535,000	\$ -	0%	
	Available Fund Balance - EOY	\$ -	\$ -	\$ -	\$ (449,378)	-	\$ -	\$ -	-	

City of Muskegon
Quarterly Budget Reforecast and 2001 Proposed Budget - Non-General Funds

	Actual 1999	Actual 2000	Original Budget Estimate 2001	Actual Thru March 2001	Actual As % of Revised	Revised Estimate 2001	Change From 2000 Original	% Change From Original	Comments
594 Marina & Launch Ramp Fund									
Available Cash Balance - BOY	\$ 37,205	\$ 62,225	\$ 26,725	\$ 2,292		\$ 2,292	\$ (24,433)		
Revenues									
Special assessments	\$ -	\$ -	\$ -	\$ -		\$ -	\$ -	-	
State grants	-	-	-	-		-	-	-	
State shared revenue	-	-	-	-		-	-	-	
Charges for services	258,159	273,456	270,000	99,793		270,000	-	0%	
Interest income	3,915	5,184	5,000	309		5,000	-	0%	
Operating transfers in	-	-	-	-		-	-	-	
Other	13,229	10,797	-	-		-	-	-	
	\$ 275,303	\$ 289,437	\$ 275,000	\$ 100,102		\$ 275,000	\$ -	0%	
Operating Expenditures									
Salaries & Benefits	\$ 95,973	\$ 74,283	\$ 91,579	\$ 10,033	11%	\$ 91,579	\$ -	0%	
Operating Supplies	12,073	17,771	10,300	-	0%	10,300	-	0%	
Contractual Services	93,287	143,006	92,379	14,171	15%	92,379	-	0%	
Other Expenses	445	2,307	1,000	60	6%	1,000	-	0%	
Capital Outlays	1,223	1,350	4,000	-	0%	4,000	-	0%	
Other Financing Uses	74,545	(841)	-	-	N/A	-	-	-	
Other Cash Uses (e.g., Debt Principal)	(30,900)	-	-	-	N/A	-	-	-	
	\$ 246,846	\$ 237,876	\$ 199,258	\$ 24,284	12%	\$ 199,258	\$ -	0%	
Project Expenditures									
Operating Supplies	\$ -	\$ -	\$ -	\$ -	N/A	\$ -	\$ -	-	
Contractual Services	3,637	111,494	-	57,641	N/A	-	-	-	
Capital Outlays	-	-	-	-	N/A	-	-	-	
	\$ 3,637	\$ 111,494	\$ -	\$ 57,641	N/A	\$ -	\$ -	-	
	\$ 250,283	\$ 349,370	\$ 199,258	\$ 81,905	41%	\$ 199,258	\$ -	-	
Available Cash Balance - EOY	\$ 62,225	\$ 2,292	\$ 102,467	\$ 20,489		\$ 78,034	\$ (24,433)		

**City of Muskegon
Quarterly Budget Reforecast and 2001 Proposed Budget - Non-General Funds**

584	Municipal Golf Course Fund	Actual 1999	Actual 2000	Original Budget Estimate 2001	Actual Thru March 2001	Actual As % of Revised	Revised Estimate 2001	Change From 2000 Original	% Change From Original	Comments
	Available Cash Balance - BOY	\$ 1,531,324	\$ 1,564,213	\$ 1,108,216	\$ 1,151,296		\$ 1,151,296	\$ 43,080		
	Revenues									
	Special assessments	\$ -	\$ -	\$ -	\$ -		\$ -	\$ -	-	
	State grants	-	-	-	-		-	-	-	
	State shared revenue	-	-	-	-		-	-	-	
	Charges for services	-	-	-	-		-	-	-	
	Interest income	81,345	86,159	40,000	11,357		40,000	-	0%	
	Operating transfers in	-	-	-	-		-	-	-	
	Other	-	-	-	-		-	-	-	
		\$ 81,345	\$ 86,159	\$ 40,000	\$ 11,357		\$ 40,000	\$ -	0%	
	Operating Expenditures									
	Salaries & Benefits	\$ -	\$ -	\$ -	\$ -	N/A	\$ -	\$ -	-	
	Operating Supplies	-	-	-	-	N/A	-	-	-	
	Contractual Services	9,208	2,903	-	-	N/A	-	-	-	
	Other Expenses	-	-	-	-	N/A	-	-	-	
	Capital Outlays	-	-	-	-	N/A	-	-	-	
	Other Financing Uses	-	496,173	200,000	-	0%	200,000	-	-	0% LOCAL MATCH FOR TRAIL PROJECT GRANTS
	Other Cash Uses (e.g., Debt Principal)	39,248	-	-	-	N/A	-	-	-	
		\$ 43,456	\$ 496,076	\$ 200,000	\$ -	0%	\$ 200,000	\$ -	0%	
	Project Expenditures									
	Operating Supplies	\$ -	\$ -	\$ -	\$ -	N/A	\$ -	\$ -	-	
	Contractual Services	-	-	-	-	N/A	-	-	-	
	Capital Outlays	-	-	-	-	N/A	-	-	-	
		\$ -	\$ -	\$ -	\$ -	N/A	\$ -	\$ -	-	
		\$ 48,456	\$ 499,076	\$ 200,000	\$ -	0%	\$ 200,000	\$ -	-	
	Available Cash Balance - EOY	\$ 1,564,213	\$ 1,151,296	\$ 948,216	\$ 1,162,653		\$ 991,296	\$ 43,080		

**City of Muskegon
Quarterly Budget Reforecast and 2001 Proposed Budget - Non-General Funds**

561	Equipment Fund	Actual 1999	Actual 2000	Original Budget Estimate 2001	Actual Thru March 2001	Actual As % of Revised	Revised Estimate 2001	Change From 2000 Original	% Change From Original	Comments
	Available Cash Balance - BOY	\$ 620,607	\$ 499,092	\$ 420,818	\$ 380,984		\$ 380,984	\$ (39,834)		
	Revenues									
	Special assessments	\$ -	\$ -	\$ -	\$ -		\$ -	\$ -	-	
	State grants	-	-	-	-		-	-	-	
	State shared revenue	-	-	-	-		-	-	-	
	Charges for services	1,670,497	1,950,310	1,900,000	474,393		1,900,000	-	0%	
	Interest income	30,203	27,193	40,000	4,339		40,000	-	0%	
	Operating transfers in	-	-	-	-		-	-	-	
	Other	159,597	193,377	100,000	20,798		100,000	-	0%	
		\$ 1,860,297	\$ 2,170,860	\$ 2,040,000	\$ 499,530		\$ 2,040,000	\$ -	0%	
	Operating Expenditures									
60932	Salaries & Benefits	\$ 388,008	\$ 364,899	\$ 361,498	\$ 99,799	28%	\$ 361,498	\$ -	0%	
5200	Operating Supplies	489,989	606,768	437,599	114,134	26%	437,599	-	0%	
5300	Contractual Services	363,568	393,192	431,060	72,141	17%	431,060	-	0%	
5400	Other Expenses	3,537	3,957	3,000	-	0%	3,000	-	0%	
5700	Capital Outlays	679,073	872,893	746,000	360	0%	746,000	-	0%	SEE 'BUDGETED CAPITAL IMPROVEMENTS' FOR DETAIL
5900	Other Financing Uses	-	-	-	-	N/A	-	-	-	
	Other Cash Uses (e.g., Debt Principal)	77,637	47,789	-	-	N/A	-	-	-	
		\$ 1,981,812	\$ 2,288,968	\$ 1,979,157	\$ 286,434	14%	\$ 1,979,157	\$ -	0%	
90000	Project Expenditures									
5200	Operating Supplies	\$ -	\$ -	\$ -	\$ -	N/A	\$ -	\$ -	-	
5300	Contractual Services	-	-	-	-	N/A	-	-	-	
5700	Capital Outlays	-	-	-	-	N/A	-	-	-	
		\$ 1,981,812	\$ 2,288,968	\$ 1,979,157	\$ 286,434	14%	\$ 1,979,157	\$ -	-	
	Available Cash Balance - EOY	\$ 499,092	\$ 380,984	\$ 481,661	\$ 564,060		\$ 441,827	\$ (39,834)		

**City of Muskegon
Quarterly Budget Reforecast and 2001 Proposed Budget - Non-General Funds**

	Actual 1999	Actual 2000	Original Budget Estimate 2001	Actual Thru March 2001	Actual As % of Revised	Revised Estimate 2001	Change From 2000 Original	% Change From Original	Comments
642 Public Service Building Fund									
Available Cash Balance - BOY	\$ 114,901	\$ 34,173	\$ (287,200)	\$ (200,038)		\$ (200,038)	\$ 87,162		
Revenues									
Special assessments	\$ -	\$ -	\$ -	\$ -		\$ -	\$ -	-	
State grants	-	-	-	-		-	-	-	
State shared revenue	-	-	-	-		-	-	-	
Charges for services	379,095	460,000	460,000	139,285		460,000	-	0%	
Interest income	3,995	-	1,000	-		1,000	-	0%	
Operating transfers in	-	-	-	-		-	-	-	
Other	30	427	-	-		-	-	-	
	\$ 383,120	\$ 460,427	\$ 461,000	\$ 139,285		\$ 461,000	\$ -	0%	
Operating Expenditures									
Salaries & Benefits	\$ 152,957	\$ 174,399	\$ 168,307	\$ 40,225	24%	\$ 168,307	\$ -	0%	
Operating Supplies	21,236	19,767	26,950	4,334	16%	26,950	-	0%	
Contractual Services	191,167	215,070	201,416	44,228	22%	201,416	-	0%	
Other Expenses	12,210	10,956	10,000	4,723	47%	10,000	-	0%	
Capital Outlays	19,747	18,961	150,430	15,179	10%	150,430	-	0%	SEE 'BUDGETED CAPITAL IMPROVEMENTS' FOR DETAIL
Other Financing Uses	-	-	-	-	N/A	-	-	-	
Other Cash Uses and Adjustments (e.g., Debt Principal)	66,531	(21,076)	-	-	N/A	-	-	-	
	\$ 483,848	\$ 418,077	\$ 557,103	\$ 108,689	20%	\$ 557,103	\$ -	0%	
Project Expenditures									
Operating Supplies	\$ -	\$ -	\$ -	\$ -	N/A	\$ -	\$ -	-	
Contractual Services	-	276,661	-	-	N/A	-	-	-	
Capital Outlays	-	-	-	-	N/A	-	-	-	
	\$ -	\$ 276,661	\$ -	\$ -	N/A	\$ -	\$ -	-	
	\$ 483,848	\$ 694,638	\$ 557,103	\$ 108,689	20%	\$ 557,103	\$ -		
Available Cash Balance - EOY	\$ 34,173	\$ (200,038)	\$ (383,303)	\$ (169,462)		\$ (296,141)	\$ 87,162		

**City of Muskegon
Quarterly Budget Reforecast and 2001 Proposed Budget - Non-General Funds**

643	Engineering Services Fund	Actual 1999	Actual 2000	Original Budget Estimate 2001	Actual Thru March 2001	Actual As % of Revised	Revised Estimate 2001	Change From 2000 Original	% Change From Original	Comments
	Available Cash Balance - EOY	\$ 83,898	\$ 86,178	\$ 176,286	\$ 117,697		\$ 117,697	\$ (58,589)		
	Revenues									
	Special assessments	\$ -	\$ -	\$ -	\$ -		\$ -	\$ -	-	
	State grants	-	-	-	-		-	-	-	
	State shared revenue	-	-	-	-		-	-	-	
	Charges for services	472,211	478,738	620,000	107,637		620,000	-	0%	
	Interest income	4,364	5,749	25,000	1,088		25,000	-	0%	
	Operating transfers in	-	-	-	-		-	-	-	
	Other	29,171	24,762	-	-		-	-	-	
		\$ 505,746	\$ 509,249	\$ 645,000	\$ 108,725		\$ 645,000	\$ -	0%	
	Operating Expenditures									
	Salaries & Benefits	\$ 372,095	\$ 348,155	\$ 459,501	\$ 74,963	16%	\$ 459,501	\$ -	0%	
	Operating Supplies	15,050	15,188	19,005	5,403	28%	19,005	-	0%	
	Contractual Services	75,587	107,040	130,602	27,104	21%	130,602	-	0%	
	Other Expenses	3,109	3,964	4,200	645	15%	4,200	-	0%	
	Capital Outlays	10,595	22,025	24,000	9,438	39%	24,000	-	0%	
	Other Financing Uses	-	-	-	-	N/A	-	-	-	
	Other Cash Uses and Adjustments (e.g., Debt Principal)	21,412	(19,413)	-	-	N/A	-	-	-	
		\$ 497,638	\$ 476,959	\$ 637,308	\$ 117,553	18%	\$ 637,308	\$ -	0%	
	Project Expenditures									
	Operating Supplies	\$ -	\$ -	\$ -	\$ -	N/A	\$ -	\$ -	-	
	Contractual Services	5,426	771	-	378	N/A	-	-	-	
	Capital Outlays	-	-	-	-	N/A	-	-	-	
		\$ 5,426	\$ 771	\$ -	\$ 378	N/A	\$ -	\$ -	-	
		\$ 503,264	\$ 477,730	\$ 637,308	\$ 117,931	19%	\$ 637,308	\$ -	-	
	Available Cash Balance - EOY	\$ 86,178	\$ 117,697	\$ 183,976	\$ 108,491		\$ 125,389	\$ (58,589)		

City of Muskegon
Quarterly Budget Reforecast and 2001 Proposed Budget - Non-General Funds

677	General Insurance Fund	Actual 1999	Actual 2000	Original Budget Estimate 2001	Actual Thru March 2001	Actual As % of Revised	Revised Estimate 2001	Change From 2000 Original	% Change From Original	Comments
	Available Cash Balance - BOY	\$ 563,422	\$ 1,193,782	\$ 1,193,024	\$ 935,251		\$ 935,251	\$ (203,773)		
	Revenues									
	Special assessments	\$ -	\$ -	\$ -	\$ -		\$ -	\$ -	-	
	State grants	-	-	-	-		-	-	-	
	State shared revenue	-	-	-	-		-	-	-	
	Charges for services	2,081,027	1,978,797	2,170,000	506,466		2,170,000	-	0%	
	Interest income	39,317	55,393	40,000	8,388		40,000	-	0%	
	Operating transfers in	1,110,799	784,985	1,100,000	-		1,100,000	-	0%	
	Other	4,801	117,275	75,000	-		75,000	-	0%	
		\$ 3,295,944	\$ 2,938,460	\$ 3,385,000	\$ 514,955		\$ 3,385,000	\$ -	0%	
	Operating Expenditures									
30851	Salaries & Benefits	\$ 400,953	\$ 5,712	\$ 52,354	\$ 4,952	9%	\$ 52,354	\$ -	0%	0% NEW POSITION - WCRISK MANAGER
5200	Operating Supplies	510	475	1,000	238	24%	1,000	-	0%	
5300	Contractual Services	2,684,902	3,072,981	3,365,185	852,028	25%	3,365,185	-	0%	
5400	Other Expenses	50	481	1,500	178	12%	1,500	-	0%	
5700	Capital Outlays	-	-	1,000	-	0%	1,000	-	0%	
5900	Other Financing Uses	-	-	-	-	N/A	-	-	-	
	Other Cash Uses and Adjustments (e.g., Debt Principal)	(80,831)	115,362	-	-	N/A	-	-	-	
		\$ 3,005,584	\$ 3,194,991	\$ 3,421,019	\$ 857,393	25%	\$ 3,421,019	\$ -	0%	
90000	Project Expenditures									
5200	Operating Supplies	\$ -	\$ -	\$ -	\$ -	N/A	\$ -	\$ -	-	
5300	Contractual Services	-	-	-	-	N/A	-	-	-	
5700	Capital Outlays	-	-	-	-	N/A	-	-	-	
		\$ 3,005,584	\$ 3,194,991	\$ 3,421,019	\$ 857,393	25%	\$ 3,421,019	\$ -	-	
	Available Cash Balance - EOY	\$ 1,193,782	\$ 935,251	\$ 1,103,005	\$ 592,713		\$ 899,232			

City of Muskegon
Quarterly Budget Reforecast and 2001 Proposed Budget - Non-General Funds

591	Water Fund	Actual 1999	Actual 2000	Original Budget Estimate 2001	Actual Thru March 2001	Actual As % of Revised	Revised Estimate 2001	Change From 2000 Original	% Change From Original	Comments
	Available Cash Balance - BOY	\$ 839,769	\$ 6,084,347	\$ 5,325,121	\$ 5,982,941		\$ 5,982,941	\$ 657,820		
	Revenues									
	Special assessments	\$ -	\$ -	\$ -	\$ -		\$ -	\$ -	-	
	State grants	-	-	-	-		-	-	-	
	State shared revenue	-	-	-	-		-	-	-	
	Charges for services - City	3,139,639	3,531,540	3,200,000	-		3,200,000	-	0%	
	Hydrant Rental - Township	-	-	420,000	-		420,000	-	0%	
	Interest income	248,487	320,696	140,000	79,077		140,000	-	0%	
	Operating transfers in	77,155	-	54,000	-		54,000	-	0%	EDA \$54M
	Other	9,537,128	84,101	-	50,727		-	-	-	
		\$ 13,002,409	\$ 3,938,337	\$ 3,814,000	\$ 129,804		\$ 3,814,000	\$ -	0%	
30548	Operating Expenditures Administration									
5100	Salaries & Benefits	\$ -	\$ -	\$ -	\$ -	N/A	\$ -	\$ -	-	
5200	Operating Supplies	-	-	-	-	N/A	-	-	-	
5300	Contractual Services	375,765	359,581	478,667	99,141	21%	478,667	-	0%	INSURANCE/INDIRECT COSTS/UTILITY ADMINISTRATION FEE
5400	Other Expenses	-	7,431	-	-	N/A	-	-	-	
5700	Capital Outlays	45	45	-	-	N/A	-	-	-	
5900	Other Financing Uses	409,391	495,727	449,405	5,349	1%	449,405	-	0%	INTEREST
	Other Cash Uses and Adjustments (e.g., Debt Principal)	3,722,982	302,213	370,000	-	0%	370,000	-	0%	PRINCIPAL
		\$ 4,508,083	\$ 1,184,997	\$ 1,299,072	\$ 104,490	8%	\$ 1,298,072	\$ -	0%	
60559	Operating Expenditures Maintenance - City									
5100	Salaries & Benefits	\$ 655,282	\$ 698,628	\$ 550,690	\$ 148,309	27%	\$ 550,690	\$ -	0%	
5200	Operating Supplies	97,019	237,968	100,200	12,319	12%	100,200	-	0%	
5300	Contractual Services	233,897	293,031	258,933	60,421	23%	258,933	-	0%	
5400	Other Expenses	-	71,680	60,000	2,495	4%	60,000	-	0%	
5700	Capital Outlays	21,693	5,129	14,400	1,080	8%	14,400	-	0%	
5900	Other Financing Uses	-	-	-	-	N/A	-	-	-	
		\$ 1,133,729	\$ 1,306,436	\$ 984,223	\$ 224,824	23%	\$ 984,223	\$ -	0%	
60660	Operating Expenditures Maintenance - Township									
5100	Salaries & Benefits	\$ -	\$ 3,190	\$ 256,855	\$ 41,379	16%	\$ 256,855	\$ -	0%	
5200	Operating Supplies	-	863	11,900	-	0%	11,900	-	0%	
5300	Contractual Services	-	47	113,002	22,048	20%	113,002	-	0%	
5400	Other Expenses	-	-	151,420	360	0%	151,420	-	0%	
5700	Capital Outlays	-	-	4,350	-	0%	4,350	-	0%	
5900	Other Financing Uses	-	-	-	-	N/A	-	-	-	
		\$ -	\$ 4,100	\$ 537,527	\$ 63,787	12%	\$ 537,527	\$ -	0%	
60558	Operating Expenditures Filtration									
5100	Salaries & Benefits	\$ 459,135	\$ 489,642	\$ 477,607	\$ 103,241	22%	\$ 477,607	\$ -	0%	
5200	Operating Supplies	122,342	121,252	101,815	17,503	17%	101,815	-	0%	
5300	Contractual Services	312,641	285,375	399,800	50,901	13%	399,800	-	0%	
5400	Other Expenses	2,694	3,546	4,150	341	8%	4,150	-	0%	
5700	Capital Outlays	55,608	27,339	-	28,939	N/A	-	-	-	
5900	Other Financing Uses	-	-	-	-	N/A	-	-	-	
		\$ 952,410	\$ 907,154	\$ 983,372	\$ 200,925	20%	\$ 983,372	\$ -	0%	
90000	Project Expenditures									
5200	Operating Supplies	\$ 4,159	\$ -	\$ -	\$ -	N/A	\$ -	\$ 41,000	-	1% SEE "BUDGETED CAPITAL IMPROVEMENTS" FOR DETAIL
5300	Contractual Services	248,251	665,056	3,545,810	9,745	0%	3,586,810	-	0%	
5700	Capital Outlays	901,219	-	-	-	N/A	-	-	-	
		\$ 1,153,629	\$ 665,056	\$ 3,545,810	\$ 9,745	0%	\$ 3,586,810	\$ 41,000	1%	
		\$ 7,747,831	\$ 4,047,743	\$ 7,349,004	\$ 603,571	8%	\$ 7,390,004	\$ -		
	Available Cash Balance - EOY	\$ 6,084,347	\$ 5,982,941	\$ 1,790,117	\$ 5,509,174		\$ 2,406,937	\$ 616,820		

**City of Muskegon
Quarterly Budget Reforecast and 2001 Proposed Budget - Non-General Funds**

	Actual 1999	Actual 2000	Original Budget Estimate 2001	Actual Thru March 2001	Actual As Revised	Revised Estimate 2001	Change From 2000 Original	% Change From Original	Comments
590 Sewer Fund									
Available Cash Balance - BOY	\$ 405,280	\$ 787,448	\$ 482,811	\$ 1,445,721	\$	\$ 1,445,721	\$ 962,910		
Revenues									
Special assessments	\$ -	\$ -	\$ -	\$ -	\$	\$ -	\$ -	-	
State grants	-	-	-	-	-	-	-	-	
State shared revenue	-	-	-	-	-	-	-	-	
Charges for services	3,649,614	3,989,052	4,200,000	-	-	4,200,000	-	0%	
Interest income	27,684	54,382	40,000	-	-	40,000	-	0%	
Operating transfers in	87,474	-	48,000	-	-	46,000	-	0% EDA \$46M	
Other	62,861	45,967	30,000	-	-	30,000	-	0%	
	\$ 3,827,653	\$ 4,089,381	\$ 4,318,000	\$ -	\$	\$ 4,318,000	\$ -	0%	
Operating Expenditures Administration									
Salaries & Benefits	\$ -	\$ -	\$ -	\$ -	N/A	\$ -	\$ -	-	
Operating Supplies	-	-	-	-	N/A	-	-	-	
Contractual Services	278,848	289,957	683,649	61,529	9%	683,649	-	0% INSURANCE/INDIRECT COSTS/UTILITY ADMINISTRATION FEE	
Other Expenses	3,060	13,098	-	-	N/A	-	-	-	
Capital Outlays	45	46	-	-	N/A	-	-	-	
Other Financing Uses	237,537	216,776	197,228	102,585	52%	197,228	-	0% INTEREST	
Other Cash Uses and Adjustments (e.g., Debt Principal)	191,244	714,619	400,051	-	0%	400,051	-	0% PRINCIPAL	
	\$ 710,834	\$ 1,214,495	\$ 1,280,928	\$ 164,114	13%	\$ 1,280,928	\$ -	0%	
60559 Operating Expenditures Maintenance									
Salaries & Benefits	\$ 523,423	\$ 551,757	\$ 689,031	\$ 141,720	21%	\$ 689,031	\$ -	0%	
Operating Supplies	48,439	50,955	55,252	4,031	7%	55,252	-	0%	
Contractual Services	1,561,003	1,348,297	1,737,935	184,664	11%	1,737,935	-	0%	
Other Expenses	2,617	3,992	2,800	145	5%	2,800	-	0%	
Capital Outlays	334	8,390	15,000	3,693	24%	15,000	-	0%	
Other Financing Uses	-	-	-	-	N/A	-	-	-	
	\$ 2,135,821	\$ 1,961,381	\$ 2,500,018	\$ 334,153	13%	\$ 2,500,018	\$ -	0%	
90000 Project Expenditures									
Operating Supplies	\$ -	\$ -	\$ -	\$ -	N/A	\$ -	\$ -	-	
Contractual Services	598,830	255,232	490,000	2,655	1%	481,000	(9,000)	-2% SEE "BUDGETED CAPITAL IMPROVEMENTS" FOR DETAIL	
Capital Outlays	-	-	-	-	N/A	-	-	-	
	\$ 598,830	\$ 255,232	\$ 490,000	\$ 2,655	1%	\$ 481,000	\$ (9,000)	-2%	
	\$ 3,445,485	\$ 3,431,108	\$ 4,270,948	\$ 500,922	12%	\$ 4,261,946	\$ -	-2%	
Available Cash Balance - EOY	\$ 787,448	\$ 1,445,721	\$ 527,865	\$ 944,799		\$ 1,499,775	\$ 971,910		

City of Muskegon
Quarterly Budget Reforecast and 2001 Proposed Budget
Budgeted Capital Improvements

	Responsibility	Original Budget	1st Quarter Budget Reforecast	3rd Quarter Budget Reforecast	Comments
2001 PROJECTS					
101 General Fund					
99015 City Hall Tuckpointing	Al-Shatel	\$ 25,000	\$ 32,000		
90023 Police Department Parking Lot	Al-Shatel	35,000	28,000		Favorable Bids
90012 Stormwater Management Mandates	Kuhn	50,000	50,000		
90024 Treasury Management Software	Smith	35,000	35,000		
99012 Geographic Information System (GIS)	Maurer	25,000	25,000		
99019 Restlawn Office Renovation (Phase I)	Scott	75,000	75,000		
		245,000	245,000	-	
404 Public Improvement Fund					
99020 Seaway-Hackley Industrial Park Property Acquisition	Brubaker-Clarke	425,600	425,600	-	
Fire Inspector's Car	Simpson	25,000	24,284		
Fire Chief's Car	Simpson	-	24,284		
Hovercraft	Simpson	25,000	-		
		475,600	474,168		
202 Major Streets					
90020 Barney, Valley to Roberts	Al-Shatel	300,000	300,000		
99035 Sherman, Glenside to Lincoln	Al-Shatel	850,000	850,000		\$560,000 Grant
97036 Laketon, Wood to Peck	Al-Shatel	350,000	350,000		\$150,000 Grant
90011 Barclay, Sherman to Hackley	Al-Shatel	600,000	600,000		\$366,000 Grant
90019 Division, Laketon to Southern (1535')	Al-Shatel	200,000	8,000		Project Cancelled - Special Assessment Not Approved
96017 Shoreline Dr (incl Terrace Extension, Spring & Western)	Al-Shatel	300,000	300,000		
96059 Handicap Sidewalk Ramps	Al-Shatel	50,000	50,000		
State's Job (US31 and Bridges/City Share)	Al-Shatel	125,000	-		Projects 90033/90038 (Below)
90036 M120 - Over Muskegon River	Al-Shatel	-	100,000		
90053 Marquette Over US31	Al-Shatel	-	11,000		
90021 Sixth, Houston to Muskegon	Al-Shatel	85,000	-		Project Cancelled - Special Assessment Not Approved
90034 Houston, Sanford to First	Al-Shatel	-	120,000		Replaces Sixth, Houston to Muskegon
98042 RR Crossing Removals	Al-Shatel	-	77,000		\$36,000 State Grant Funding
99020 Seaway-Hackley Industrial	Al-Shatel	100,000	100,000		\$70,000 EDA Grant
		2,960,000	2,866,000	-	
203 Local Streets					
99048 Winsdor, Barclay to Henry	Al-Shatel	250,000	210,000		
Unspecified Projects	Al-Shatel	300,000	-		
90015 Millard, Lake Dunes to West End	Al-Shatel	-	13,000		Project Cancelled - Special Assessment Not Approved
90018 Nelson, Waton & Rogers	Al-Shatel	-	210,000		
99020 Seaway-Hackley Industrial	Al-Shatel	100,000	100,000		\$70,000 EDA Grant
98042 RR Crossing Removals	Al-Shatel	-	69,000		\$28,000 State Grant Funding
96059 Handicap Sidewalk Ramps	Al-Shatel	50,000	50,000		
		700,000	652,000	-	

City of Muskegon
Quarterly Budget Reforecast and 2001 Proposed Budget
Budgeted Capital Improvements

	Responsibility	Original Budget	1st Quarter Budget Reforecast	3rd Quarter Budget Reforecast	Comments
2001 PROJECTS					
403 Sidewalks					
96059 2001 Sidewalk Replacement Program	Al-Shatel	850,000	850,000		Financed With Special Assessment Bonds
482 State Grants Fund					
98080 Lakeshore Trail Phase III (Consumers)	Scott	455,000	455,000		
99080 Lakeshore Trail Phase IV (Lakeshore Drive)	Scott	400,000	400,000		
99050 Campbell Park Renovation	Scott	95,000	95,000		
98022 Cole's Expansion	Brubaker-Clarke	70,000	70,000		
96096 Site Assessment Projects	Brubaker-Clarke	265,000	265,000		
99010 Clean Michigan Initiative (Amazon Building)	Brubaker-Clarke	450,000	450,000		
90014 Clean Michigan Initiative (Teledyne Property)	Brubaker-Clarke	800,000	800,000		
		2,535,000	2,535,000		
590 Sewer					
99035 Sherman, Glenside to Lincoln	Al-Shatel	10,000	10,000		\$600,000 Grant
97036 Laketon, Wood to Peck	Al-Shatel	10,000	10,000		\$150,000 Grant
90011 Barclay, Sherman to Hackley	Al-Shatel	50,000	50,000		
90019 Division, Laketon to Southern (1535')	Al-Shatel	10,000	1,000		
96017 Shoreline Dr (Incl Terrace Extension, Spring & Western)	Al-Shatel	100,000	100,000		Project Cancelled - Special Assessment Not Approved
Unspecified Projects	Al-Shatel	50,000	50,000		
90020 Industrial Park Liftstation	Al-Shatel	150,000	-		
90020 Barney Street Liftstation	Al-Shatel	-	150,000		
90025 Sanitary Sewer Investigation (under car dealership)	Kuhn	50,000	50,000		
99020 Seaway-Hackley Industrial	Al-Shatel	60,000	60,000		\$46,000 EDA Grant
		490,000	481,000	-	
591 Water					
97041 Water Filtration Plant Improvements	Kuhn	2,815,810	2,815,810		Financed With 1999 Water Improvement Bonds
90021 Barney, Valley to Roberts	Al-Shatel	200,000	200,000		
99035 Sherman, Glenside to Lincoln	Al-Shatel	10,000	70,000		\$600,000 Grant
97036 Laketon, Wood to Peck	Al-Shatel	10,000	5,000		\$150,000 Grant
90019 Division, Laketon to Southern (1535')	Al-Shatel	10,000	-		
96017 Shoreline Dr (Incl Terrace Extension, Spring & Western)	Al-Shatel	200,000	200,000		Project Cancelled - Special Assessment Not Approved
99048 Winsdor, Barclay to Henry	Al-Shatel	140,000	140,000		
Unspecified Projects	Al-Shatel	60,000	-		
90035 Water Service Replacement - CO. Foremain Project	Al-Shatel	-	50,000		
90018 Nelson, Waton & Rogers	Al-Shatel	-	6,000		
99020 Seaway-Hackley Industrial	Al-Shatel	70,000	70,000		\$54,000 EDA Grant
90026 Water Distribution Computer Modeling	Al-Shatel	30,000	30,000		
		3,545,810	3,586,810	-	

City of Muskegon
Quarterly Budget Reforecast and 2001 Proposed Budget
Budgeted Capital Improvements

	Responsibility	Original Budget	1st Quarter Budget Reforecast	3rd Quarter Budget Reforecast	Comments
2001 PROJECTS					
542 Public Service Building					
99040 Public Service Building Renovation	Kuhn	130,000	130,000		
561 Equipment Fund					
Patrol Car Replacements (6)	Kuhn	129,000	129,000		
Plow Truck Replacements (1)	Kuhn	70,000	70,000		
Sign Truck (1)	Kuhn	25,000	25,000		
Vactor Truck (1)	Kuhn	175,000	175,000		
Pickup Trucks 3/4 Ton (4)	Kuhn	72,000	72,000		
Box Paver (1)	Kuhn	40,000	40,000		
Loader 721 (1)	Kuhn	70,000	70,000		
Backhoe Hoe 4x4 Replacement (1)	Kuhn	40,000	40,000		
Sunbird Cars (4)	Kuhn	45,000	45,000		
Radios and Various Other Minor Equipment	Kuhn	80,000	80,000		
		746,000	746,000		
		\$ 10,092,410	\$ 9,982,410	\$ -	

Commission Meeting Date: May 8, 2001

Date: May 2, 2001
To: Honorable Mayor and City Commissioners
From: Planning & Economic Development *CBC*
RE: Sale of a Buildable Lot

SUMMARY OF REQUEST:

A city-owned lot in Marquette neighborhood was advertised for bid on March 25th. Out of the two bids received, Mr. Donald Galloway submitted the highest bid of \$7,601. The other came at \$7,506.50. The buyer understands the conditions and requirements of the purchase agreement which includes construction of a single-family residential within 18 months, and existing trees shall not be cleared except to accommodate the structure and driveway. Mr. Galloway will build a 1400 sq. ft. house with an attached 2-stall garage. Other policies will also apply.

FINANCIAL IMPACT:

None.

BUDGET ACTION REQUIRED:

None.

STAFF RECOMMENDATION:

Staff recommends approval to sell the property to Mr. Don Galloway for \$7,601.

COMMITTEE RECOMMENDATION:

None.

Resolution No. 2001-52(j)

MUSKEGON CITY COMMISSION

RESOLUTION APPROVING THE SALE OF A BUILDABLE LOT IN MARQUETTE NEIGHBORHOOD FOR \$7,601.

WHEREAS, Mr. Donald Galloway has placed a \$200 deposit for the parcel designated as parcel number 24-610-000-0124-00 (Map # 24-31-21-403-025), located on Lawrence Avenue;

WHEREAS, Mr. Galloway had submitted the winning bid of \$7,601 for the parcel designated as parcel number 24-610-000-0124-00, located on Lawrence Avenue;

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

WHEREAS, the sale is consistent with City policy regarding the disposition of buildable lots;

NOW THEREFORE BE IT RESOLVED, that parcel number 24-610-000-0124-00, located on Lawrence Avenue be sold to the above-mentioned buyer.

LOT 129 and East 10 ft. of LOT 128, URBAN RENEWAL PLAT NO. 1 on Lawrence Ave.

Adopted this 8th day of May, 2001

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

Nays: None

Absent None

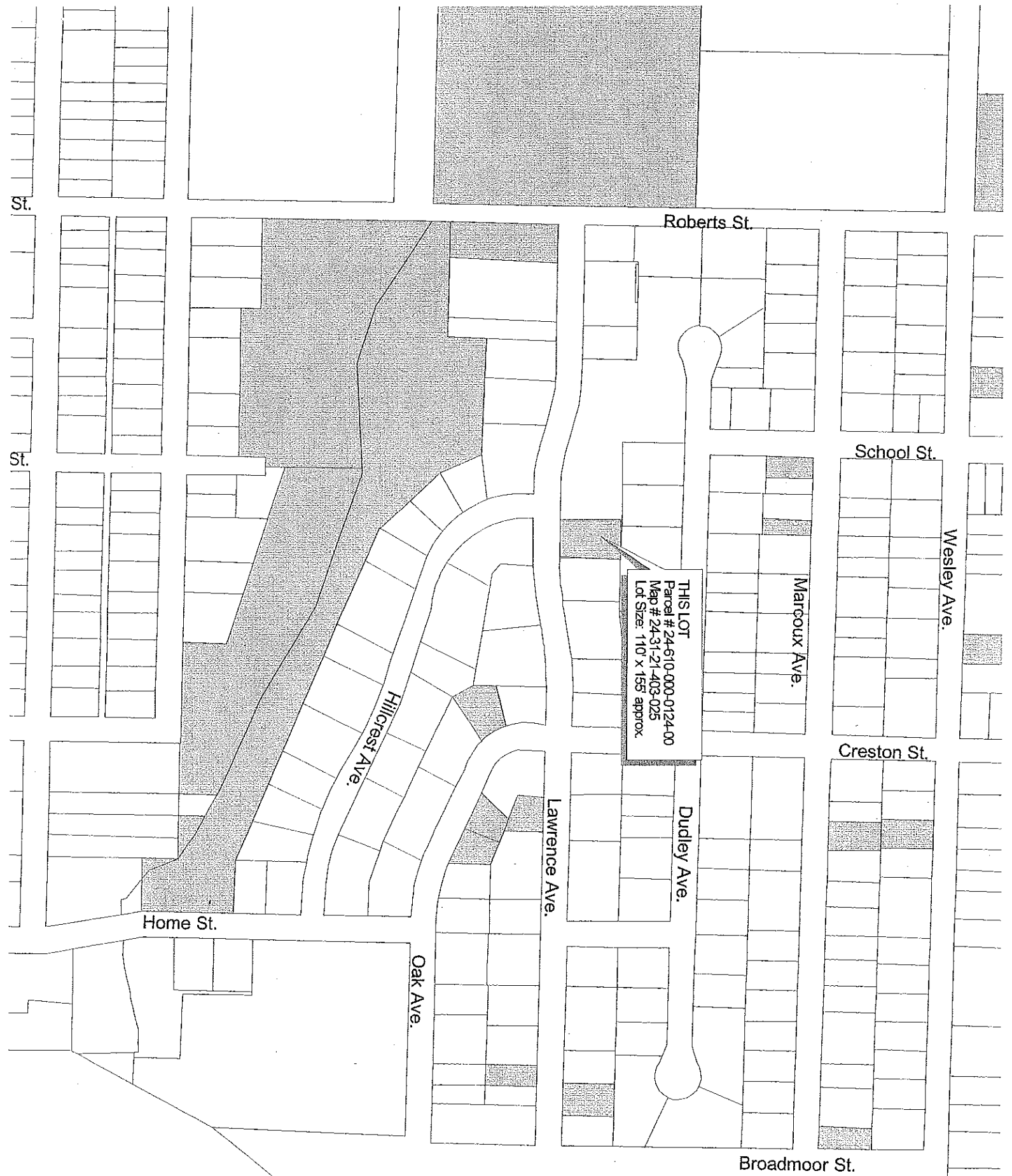
By: Fred J. Nielsen
Fred J. Nielsen, Mayor

Attest: Gail Kunding
Gail Kunding, Clerk

CERTIFICATION

I hereby certify that the foregoing constitutes a true and complete copy of a resolution adopted by the City Commission of the City of Muskegon, County of Muskegon, Michigan at a regular meeting held on May 8, 2001.

By: Gail Kunding
Gail Kunding, Clerk



Roberts St.

School St.

Wesley Ave.

Creston St.

Broadmoor St.

Harvey St

Home St.

Oak Ave.

Lawrence Ave.

Dudley Ave.

Marcoux Ave.

Hillcrest Ave.

THIS LOT
Parcel # 24-610-000-0124-00
Map # 24-31-21-403-025
Lot Size: 110' x 155' approx

REAL ESTATE PURCHASE AGREEMENT

2001-52(j)

THIS AGREEMENT is made May 8, 2001, by and between the **CITY OF MUSKEGON**, a municipal corporation, with offices at 933 Terrace Street, Muskegon, Michigan 49440 ("Seller"), and **DONALD GALLOWAY and wife, KRISTEN GALLOWAY**, of 484 Adaway Avenue, Grand Rapids, MI 49546 ("Buyer"),

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

All of Lot 129, and Lot 128 except the West 56.8 feet thereof, URBAN RENEWAL PLAT NO. 1;

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

2. **Purchase Price and Manner of Payment.** The purchase price for the Premises shall be Seven Thousand Six Hundred One and no/100 Dollars (\$7,601.00), payable, in cash, to Seller at Closing.

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

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

5. **Covenant to Construct Improvements and Use.** Buyer acknowledges that, as part of the consideration inuring to the City, Buyer covenants and agrees to construct on the premises a single-family home, up to all codes, within eighteen (18) months of the closing of this

transaction. Buyer may only remove those trees necessary for construction of the home and driveway. The home shall be substantially completed by that time and, in the event said substantial completion has not occurred, or the restriction of this paragraph relating to tree removal is violated, in the sole judgment of the City, the property and all improvements then installed shall revert in title to the City, without any compensation or credit to Buyer. Buyer further covenants that the home shall be owner occupied for five (5) years after the closing. The covenants in this paragraph shall survive the closing and run with the land.

6. **Survey.** Buyer at its own expense may obtain a survey of the Premises, and Buyer or its surveyor or other agents may enter the Premises for that purpose prior to Closing. If no survey is obtained, Buyer agrees that Buyer is relying solely upon Buyer's own judgment as to the location, boundaries and area of the Premises and improvements thereon without regard to any representations that may have been made by Seller or any other person. In the event that a survey by a registered land surveyor made prior to closing discloses an encroachment or substantial variation from the presumed land boundaries or area, Seller shall have the option of effecting a remedy within thirty (30) days after disclosure, or tendering Buyer's deposit in full termination of this agreement, and paying the cost of such survey. Buyer may elect to purchase the Premises subject to said encroachment or variation.

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

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

9. **Closing.** The closing date of this sale shall be on or before _____, 2001 ("Closing"). The Closing shall be conducted at Transnation Title Insurance Company, 570 Seminole Road, Ste. 102, Muskegon, MI 49444. If necessary, the parties shall execute an IRS closing report at the Closing.

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

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

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

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

14. **General Provisions.**

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

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

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

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

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

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

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

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

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

WITNESSES:

Shawna Hull
Shawna Hull

Linda Potter
Linda Potter

SELLER: CITY OF MUSKEGON

Fred J. Nielsen
Fred J. Nielsen, Mayor

Gail A. Kunding
Gail A. Kunding, Clerk

BUYER:

By Donald Galloway
Donald Galloway
Social Security No. 322-88-1954

Kristen Galloway
Kristen Galloway
Social Security No. 378 88 7047

Drafted by: G. Thomas Johnson
PARMENTER O'TOOLE
175 W. Apple Avenue
Muskegon, Michigan 49443-0786
Telephone: 231/722-1621

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

Date: June 15, 2001
Escrow Number: 414481

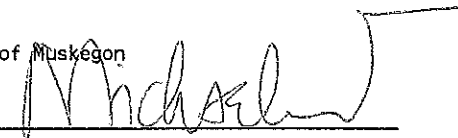
Property Address: V/L Lawrence
Muskegon, Michigan 49442

	SELLER'S STATEMENT	
	DEBIT	CREDIT
Purchase Price	\$	\$ 7,601.00
EXISTING LOAN		
Deposit of earnest money	200.00	
CLOSING FEES	150.00	
OWNERS PREMIUM	170.00	
Real Estate Commission		
Sub Total	\$ 520.00	\$ 7,601.00
Amount due Seller	\$ 7,081.00	
TOTALS	\$ 7,601.00	\$ 7,601.00

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

Seller(s) Signature(s):

City of Muskegon

BY 
Michael Wee, Assistant Planner

FILE # 414481
DATE: June 15th 2001
PROPERTY ADDRESS: V/L Lawrence

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

Please check one of the following:

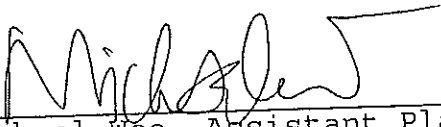
☒ The undersigned do not request Transnation Title Insurance Company to file the form on their behalf.

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

SELLER(S) :

City of Muskegon

BY


Michael Wee, Assistant Planner

MUSKEGON REAL ESTATE BOARD
ADDENDUM TO BUY and SELL AGREEMENT

Date: June 15, 2001.

Office of Phone REALTOR, MUSKEGON, MI

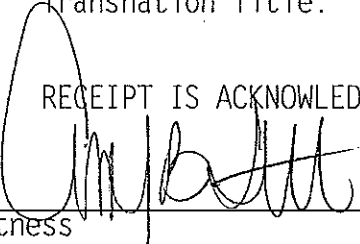
1. Addendum to Buy Sell Agreement dated covering property at V/L Lawrence, Muskegon, Michigan 49442 and legally described as:

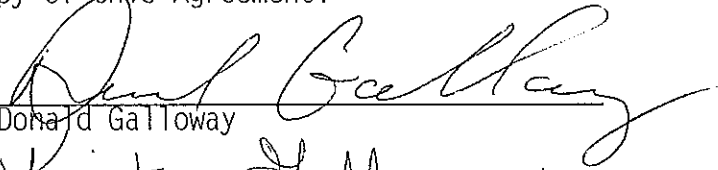
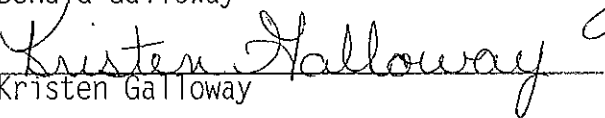
All of Lots 129 and Lot 128 except, the West 56.8 feet thereof, Muskegon-Urban Renewal Plat No. 1, as recorded in Liber 19 of Plats, Page 6, 7 and 8, Muskegon County Records.

2. This Addendum to be an integral part of attached Buy and Sell Agreement, which is amended as follows:

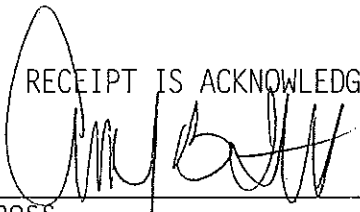
Close date is to be June 15, 2001. City of Muskegon agrees to pay closing fee to Transnation Title.

3. RECEIPT IS ACKNOWLEDGED BY BUYER of a copy of this Agreement.

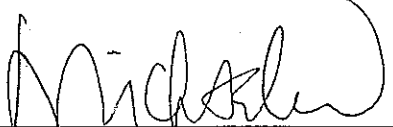

Witness


Donald Galloway

Kristen Galloway

4. RECEIPT IS ACKNOWLEDGED BY SELLER of a copy of this Agreement.


Witness

City of Muskegon

BY 
Michael Wee, Assistant Planner

SURVEY WAIVER

Date: June 15, 2001

RE: 414481

To: City of Muskegon

933 Terrace P.O. Box 536

Muskegon, MI 494430536

Property Address:

V/L Lawrence

Muskegon, Michigan 49442

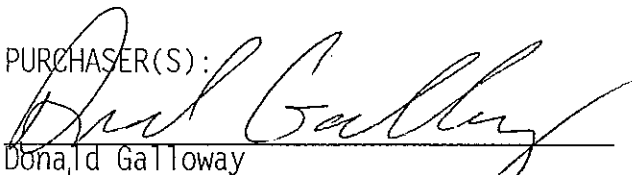
County: Muskegon

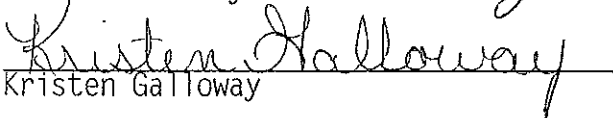
We, the undersigned, purchasers and sellers, of the above captioned property, acknowledge we have been strongly advised by you to obtain a land survey showing the dimensions of the property and the location of all buildings situated thereon.

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

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

PURCHASER(S):


Donald Galloway


Kristen Galloway

SELLER(S):

City of Muskegon

BY 
Michael Wee, Assistant Planner

AFFIDAVIT OF TITLE

STATE OF MICHIGAN
COUNTY OF Muskegon

} SS

Title Commitment # 414481

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

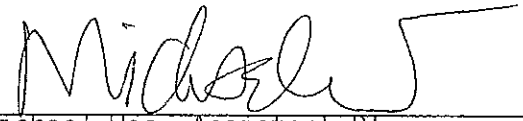
V/L Lawrence
Muskegon, Michigan 49442

AND

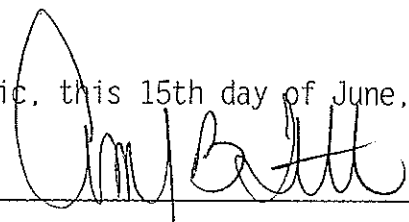
1. That on this date hereof there is no mechanic's lien on the property and that no work has been done, or materials furnished, out of which a mechanic's lien could ripen.
2. That no agreement is in effect which would adversely affect the title to the property such as a purchase agreement, lease, land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

Seller(s):

City of Muskegon

BY 
Michael Wee, Assistant Planner

Subscribed and sworn to, before me a Notary Public, this 15th day of June, 2001



Notary Public _____ County

AMY B. FETT
Notary Public, Muskegon County, Michigan
My Commission Expires 4-19-2003

My Commission Expires: _____

QUIT-CLAIM DEED

2001-52(j)

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

QUIT CLAIMS to DONALD GALLOWAY and wife, KRISTEN GALLOWAY, of 484 Adaway Avenue, Grand Rapids, Michigan 49546,

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

All of Lot 129, and Lot 128 except the West 56.8 feet thereof, URBAN RENEWAL PLAT NO. 1;

for the sum of Seven Thousand Six Hundred One and no/100 Dollars (\$7,601.00).

PROVIDED, HOWEVER, Grantees, or their assigns, shall commence construction to code of one (1) single family home on the premises herein conveyed within eighteen (18) months after the date hereof. In default of such construction, title to the premises shall revert to the City of Muskegon free and clear of any claim of Grantees or their assigns; and, in addition thereto, the City of Muskegon may retain the consideration for this conveyance free and clear of any claim of Grantees or their assigns. Buyer shall remove only those trees necessary for construction of the home and driveway. The home shall be owner occupied for five (5) years after the closing. In the event of reversion of title of the above described premises, improvements made thereon shall become the property of Grantor. Provided, further, that Grantees covenant that the parcel described above shall be improved with not more than one (1) single family home. These covenants shall run with the land.

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

Dated this 11th day of June, 2001.

Signed in the presence of:

CITY OF MUSKEGON

Linda Potter
Linda Potter

By Fred J. Nielsen
Fred J. Nielsen, Its Mayor

JoAnn Krukowski
JoAnn Krukowski

and Gail A. Kundinger
Gail A. Kundinger, Its Clerk

STATE OF MICHIGAN
COUNTY OF MUSKEGON

The foregoing instrument was acknowledged before me this 11 day of June, 2001, FRED J. NIELSEN and GAIL A. KUNDINGER, Mayor and Clerk, respectively, of the CITY OF MUSKEGON, a municipal corporation, on behalf of the City.

PREPARED BY: G. Thomas Johnson
G. Thomas Johnson, Parmenter O'Toole
175 W. Apple Avenue
Muskegon, MI 49443-0786
Telephone: 231/722-1621

Linda S. Potter
Linda S. Potter

Notary Public, Muskegon County, Michigan
My commission expires: 9-25-02

WHEN RECORDED RETURN TO: Grantees

SEND SUBSEQUENT TAX BILLS TO: Grantees

AGENDA ITEM NO. _____
CITY COMMISSION MEETING 5/8/01

TO: Honorable Mayor and City Commissioners
FROM: Bryon L. Mazade, City Manager
DATE: April 27, 2001
RE: Grant Request – Michigan Council for Arts and Cultural Affairs

SUMMARY OF REQUEST:

To authorize a grant request to the Michigan Council for Arts and Cultural Affairs (MCACA) on behalf of the Community Foundation for Muskegon County in the amount of \$100,000. The request is for a loading dock for the Hilt Building and various renovations to the building.

FINANCIAL IMPACT:

None. Match requirements and other funding will come from the Community Foundation.

BUDGET ACTION REQUIRED:

None.

STAFF RECOMMENDATION:

To approve the request.

COMMITTEE RECOMMENDATION:

None.

Commission Meeting Date: May 8, 2001

Date: April 27, 2001
To: Honorable Mayor and City Commissioners
From: Planning & Economic Development CBL
RE: 2001 Comprehensive Economic Development
Strategy (CEDS) Project Submissions

SUMMARY OF REQUEST:

To approve the attached list of projects for inclusion in the West Michigan Shoreline Regional Development Commission's annual Comprehensive Economic Development Strategy (CEDS). The Comprehensive Strategy is not an application for funds but rather a "wish list" for economic development within the West Michigan region. These projects are carried forward from previous years.

FINANCIAL IMPACT:

None

BUDGET ACTION REQUIRED:

None

STAFF RECOMMENDATION:

To approve the attached resolution submitting projects from the City of Muskegon for inclusion in the 2001 Comprehensive Economic Development Strategy

COMMITTEE RECOMMENDATION:

The City of Muskegon Planning Commission, at its regular meeting on April 12, ²⁰⁰¹~~2000~~, recommended approval.

MUSKEGON CITY COMMISSION

RESOLUTION SUPPORTING THE SUBMISSION OF
2001 COMPREHENSIVE ECONOMIC DEVELOPMENT STRATEGY PROJECTS

WHEREAS, the City of Muskegon currently and actively supports and participates in the economic development district activities of the West Michigan Shoreline Regional Development Commission (WMSRDC); and

WHEREAS, the City of Muskegon has identified a number of economic development projects that will improve our community.

NOW THEREFORE BE IT RESOLVED, that the City of Muskegon requests that our economic development projects be included in the 2001 Annual Comprehensive Economic Development Strategy (CEDS) Report of the WMSRDC.

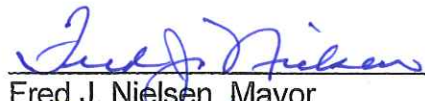
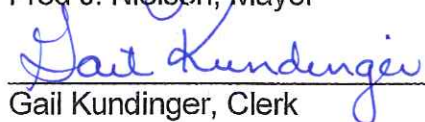
BE IT FURTHER RESOLVED, that it is the intent of the City of Muskegon to utilize the CEDS to fulfill the planning requirements of the U.S. Department of Commerce, Economic Development Administration.

Adopted this 8th day of May, 2001.

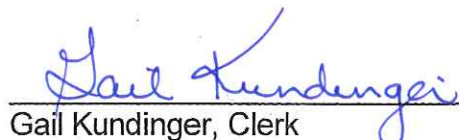
Ayes: Benedict, Nielsen, Schweifler, Shepherd, Sieradzki, Spataro,
Aslakson

Nays: None

Absent: None


Fred J. Nielsen, Mayor

Gail Kunderger, Clerk

I attest that the foregoing constitutes a true and complete copy of a resolution adopted by the Muskegon City Commission, County of Muskegon, Michigan, at a regular meeting held on May 8, 2001.


Gail Kunderger, Clerk

2001 CEDS PROJECT SUBMITTAL FORM

Applicant Name: City of Muskegon Project Name: Relocation of West Michigan Steel
Contact Person: Lonna Anguilm Phone: 231-724-6702

Note: Please use a separate page for each project submitted.

Location of Project: City of Muskegon County: Muskegon

Project Description: see attached

Estimated Project Start Date: 2002 ☐ New Project ☒ Facility Expansion
(check one box)

Important: For Economic Development Infrastructure Construction Project, please remember to provide the required site location map with this form.

(Check one box per category)

Project Type

☐ New Submission ☒ Repeat Submission (20)

Letters of Commitment (from incoming and/or expanding firm(s))

☐ Yes ☒ No ☐ NA
Not Applicable

Project Costs: (estimated or actual)

Federal: 5,000,000

Matching Funds

☐ Secured ☒ Lacking

State: 5,000,000

Potential Job Creation (estimated)

10-99

☐ NA
Not Applicable

Local: 1,000,000

Other: 4,000,000

Potential Job Retention (estimated)

100+

☐ NA
Not Applicable

TOTAL: \$ 15,000,000

Preliminary Engineering

☐ Complete ☐ In Progress
☒ Lacking ☐ NA
Not Applicable

Is your project in a Comprehensive Plan, Master Plan, TIFA Plan, Financing Plan, or similar document?

☒ Yes (identify) ☐ No
Master Plan, CEDS

Do not write below this line.

Creation/Cost Ratio:

Distress Level:

Category:

Retention/Cost Ratio:

Low/Mod%:

TOTAL POINTS:

Return this form to:

CEDS Projects
West Michigan Shoreline Regional Development Commission
137 Muskegon Mall, P.O. Box 387
Muskegon, MI 49443-0387

(231) 722-7878 Fax: (231) 722-9362
E-mail: ekuhn@wmsrdc.org

City of Muskegon - CEDS

West Michigan Steel Relocation

Muskegon Lake

Henry Street

Seaway Drive



PROJECT DESCRIPTION

West Michigan Steel Relocation

- A. Background - West Michigan Steel is one of the last industrial uses located on the shoreline of Muskegon Lake. In order to completely redevelop the shoreline, West Michigan Steel should be relocated to a more proper location in one of the Industrial Centers in the City of Muskegon.
- B. Project Scope - The project scope would be first to locate a new site for the company, followed by building a new facility and installing new utilities and infrastructure. Secondly, the companies existing assets would need to be relocated to the new facility. The existing facility would then require demolition and environmental remediation to prepare it for new development. New development would be more appropriate for a lakeshore location.
- C. Project Cost & Timing - Total estimated costs are \$15 million. This includes costs for building a new facility, equipment moving costs, environmental remediation, new infrastructure and utilities. If this project were to receive funding, the project could begin in 2002.
- D. Funding Sources - If funding were approved, local match would be provide from State, City, and private sources.
- E. Project Beneficiaries - The general public would benefit from the relocation of the facility both economically and ecologically. The relocation would also benefit West Michigan Steel by placing them in a more proper location with better highway access.

2001 CEDS PROJECT SUBMITTAL FORM

Applicant Name: City of Muskegon Project Name: Car Ferry Landing
Contact Person: Lonna Anguilm Phone: 231-724-6702

Note: Please use a separate page for each project submitted.

Location of Project: City of Muskegon County: Muskegon

Project Description: see attached

Estimated Project Start Date: 2001 ☒ New Project ☐ Facility Expansion
(check one box)

Important: For Economic Development Infrastructure Construction Project, please remember to provide the required site location map with this form.

(Check one box per category)

Project Type
☐ New Submission ☒ Repeat Submission (20)
Letters of Commitment (from incoming and/or expanding firm(s))
☒ Yes ☐ No ☐ NA
Not Applicable

Project Costs: (estimated or actual)
Federal: 750,000
Matching Funds
☒ Secured ☐ Lacking

State:
Potential Job Creation (estimated)
100+ ☐ NA
Not Applicable

Local: 250,000

Other:
Potential Job Retention (estimated)
100+ ☐ NA
Not Applicable

TOTAL: \$ 1,000,000

Preliminary Engineering
☒ Complete ☐ In Progress
☐ Lacking ☐ NA
Not Applicable
Is your project in a Comprehensive Plan, Master Plan, TIFA Plan, Financing Plan, or similar document?
☒ Yes (identify) ☐ No
Master Plan, CEDS

Do not write below this line.

Creation/Cost Ratio: Distress Level: Category:
Retention/Cost Ratio: Low/Mod%: TOTAL POINTS:

Return this form to: CEDS Projects
West Michigan Shoreline Regional Development Commission
137 Muskegon Mall, P.O. Box 387
Muskegon, MI 49443-0387

(231) 722-7878 Fax: (231) 722-9362
E-mail: ekuhn@wmsrdc.org

City of Muskegon - CEDS

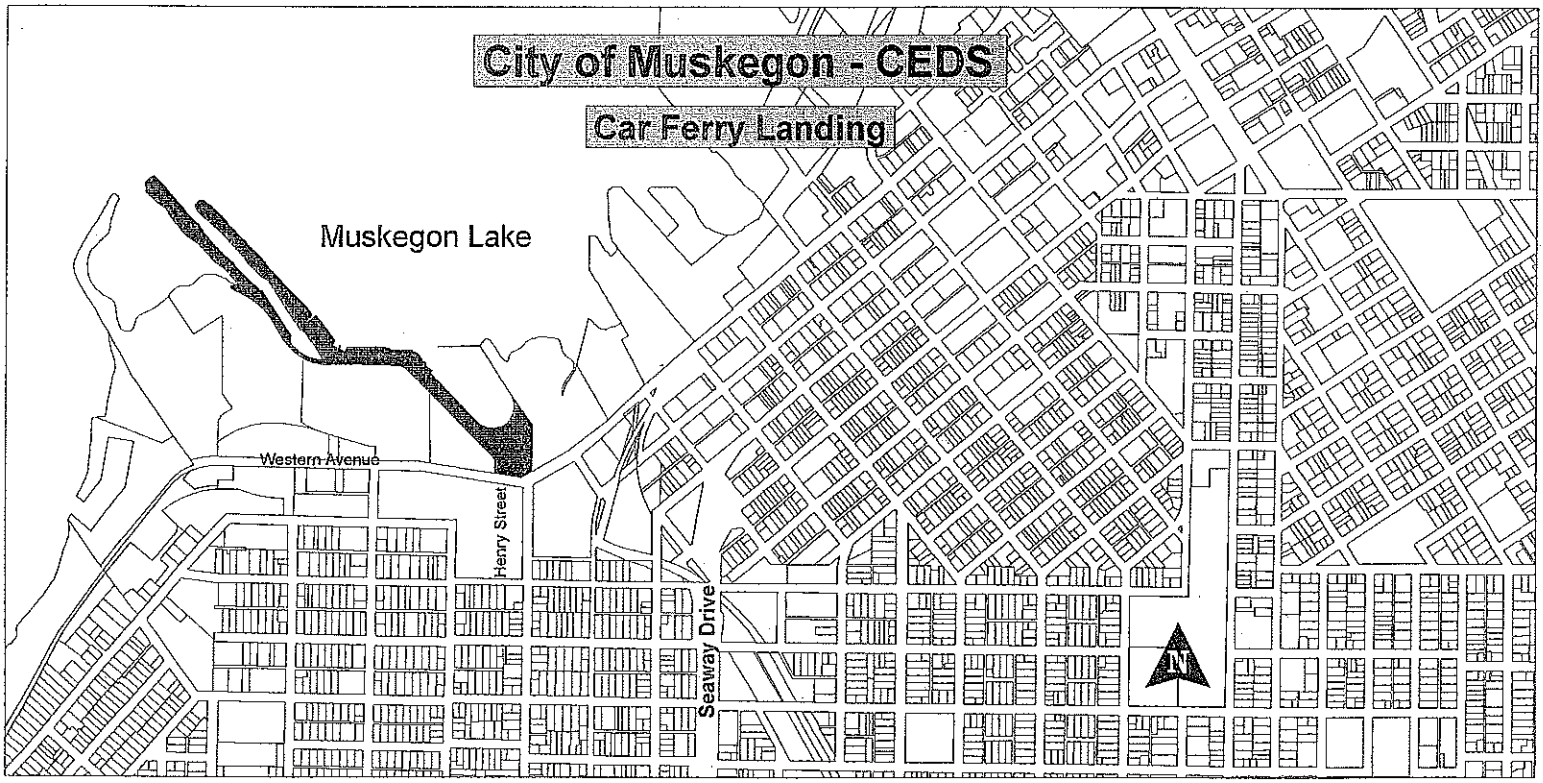
Car Ferry Landing

Muskegon Lake

Western Avenue

Henry Street

Seaway Drive



PROJECT DESCRIPTION

Car Ferry Landing

- A. Background - The proposed car ferry landing would provide high-speed ferry service from Muskegon to Milwaukee, Wisconsin. One of the requirements for designating Muskegon as the Michigan port is the siting of the requisite car ferry landing with adequate parking and access.
- B. Project Scope - The project scope will be acquiring property for the proposed landing. Associated site development will include parking and docking facilities as well as potential landing facilities such as ticket office, restaurant, and other amenities.
- C. Project Cost & Timing - Total estimated costs are \$1 million. This includes costs for property acquisition and site development. If this project were to receive funding, the project could begin in 2002.
- D. Funding Sources - If funding were approved, local match would be provided from State, City, and private sources.
- E. Project Beneficiaries - The general public would benefit from the availability of alternative means of transportation to and from Wisconsin. The project would also provide additional potential customers to the downtown market thereby increasing the marketability of the downtown.

2001 CEDS PROJECT SUBMITTAL FORM

Applicant Name: City of Muskegon Project Name: N. Getty Industrial Center
Contact Person: Lonna Anguilm Phone: 231-724-6702

Note: Please use a separate page for each project submitted.

Location of Project: City of Muskegon County: Muskegon

Project Description: see attached

Estimated Project Start Date: 2002 ☒ New Project ☐ Facility Expansion
(check one box)

Important: For Economic Development Infrastructure Construction Project, please remember to provide the required site location map with this form.

(Check one box per category)

Project Type

☐ New Submission ☒ Repeat Submission (20__)

Letters of Commitment (from incoming and/or expanding firm(s))

☒ Yes ☐ No ☐ NA
Not Applicable

Project Costs: (estimated or actual)

Federal: 1,500,000

Matching Funds

☒ Secured ☐ Lacking

State: _____

Potential Job Creation (estimated)

100+

☐ NA
Not Applicable

Local: 375,000

Potential Job Retention (estimated)

100+

☐ NA
Not Applicable

Other: _____

TOTAL: \$ 1,875,000

Preliminary Engineering

☒ Complete ☐ In Progress
☐ Lacking ☐ NA
Not Applicable

Is your project in a Comprehensive Plan, Master Plan, TIFA Plan, Financing Plan, or similar document?

☒ Yes (identify) ☐ No

Master Plan, CEDS

Do not write below this line.

Creation/Cost Ratio:

Distress Level:

Category:

Retention/Cost Ratio:

Low/Mod%:

TOTAL POINTS:

Return this form to:

CEDS Projects
West Michigan Shoreline Regional Development Commission
137 Muskegon Mall, P.O. Box 387
Muskegon, MI 49443-0387

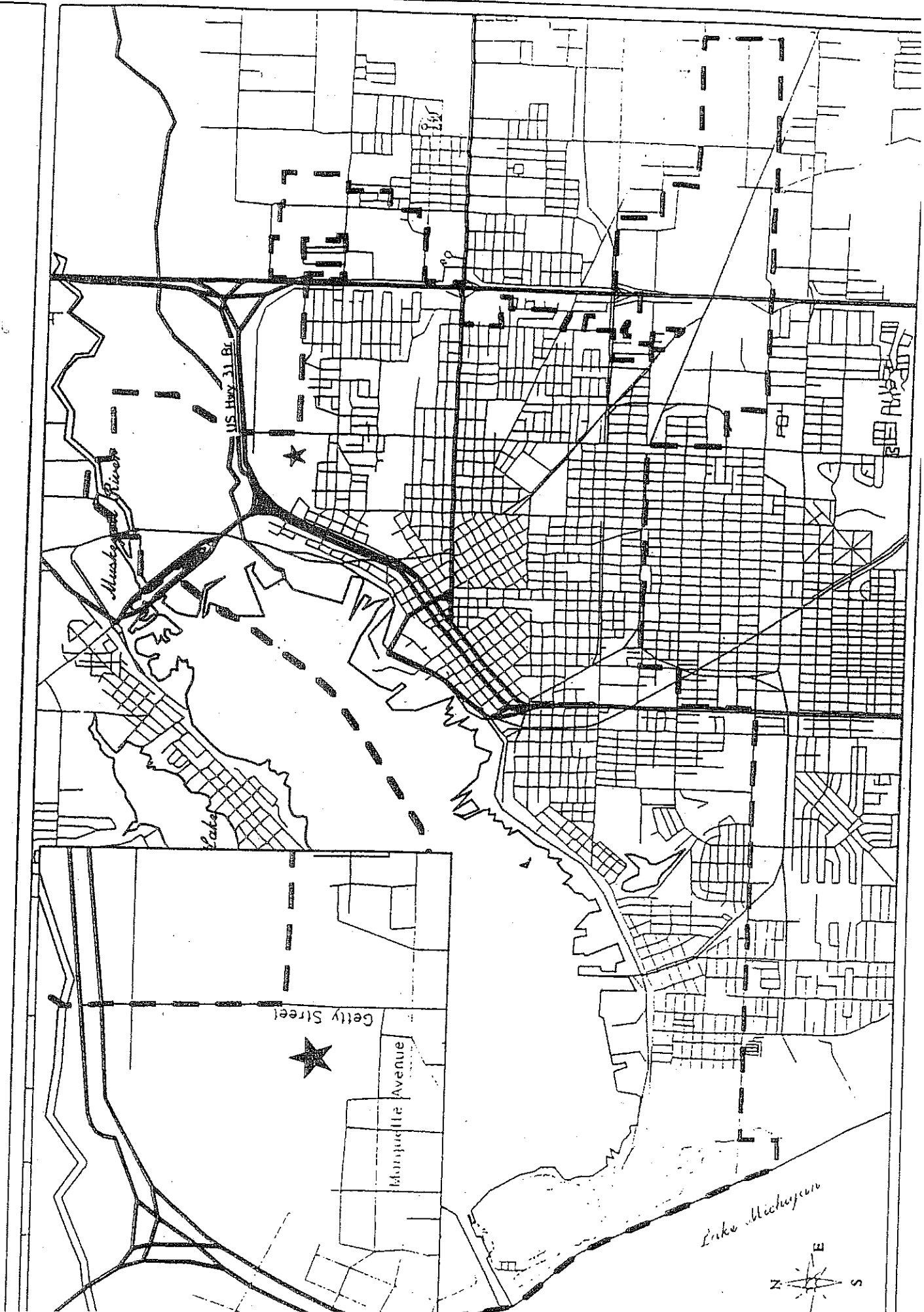
(231) 722-7878 Fax: (231) 722-9362
E-mail: ekuhn@wmsrdc.org

PROJECT DESCRIPTION

North Getty Industrial Center - Land Assembly and Site Preparation

- A. Background - The amount of developable industrial land within the City has become very limited. During the last three years nearly all improved property in the Port City Industrial Park has been sold or committed for sale. In order to provide additional employment opportunities and encourage industrial growth, it is necessary to provide and improve additional sites for development. This project areas has been designated for industrial use for many years, but has been underutilized due to the lack of infrastructure and various site problems.
- B. Project Scope - The area is generally bounded by Getty Street, Business Route 31, the Muskegon River and Four Mile Creek and contains approximately 45 acres of developable land. Acquisition of some of the property in the areas will be needed in order to assemble sites. This may require relocation of existing businesses. A complete study of the infrastructure needs within the area would be given high priority along with site analysis to determine the limitations and conditions of the entire area. Platting and survey work, construction of sewers, water mains, streets, lighting, etc., needed for access and use of the land would complete the project.
- C. Project Cost & Timing - It is estimated that the overall cost of acquiring the property and completing site preparation would total \$1.875 million. If funded, the project could begin as soon as 2002.
- D. Funding Sources - If the City were to receive an EDA grant. Local match would be available from the water and sewer funds, private contributions, and State funds. The area could also be established as a Local Development Finance Authority to provide funds through tax increment financing.
- E. Project Beneficiaries - The City of Muskegon and the entire community will benefit from an increase in improved industrial sites which will encourage new industrial development and provide increased employment opportunities.

CITY OF MUSKEGON - 1995 OEDP
North Getty Street Industrial Area



2001 CEDS PROJECT SUBMITTAL FORM

Applicant Name: City of Muskegon Project Name: Farmers/Seafood Market
Contact Person: Lonna Anquilm Phone: 231-724-6702

Note: Please use a separate page for each project submitted.

Location of Project: City of Muskegon County: Muskegon

Project Description: see attached

Estimated Project Start Date: 2002 ☒ New Project ☐ Facility Expansion
(check one box)

Important: For Economic Development Infrastructure Construction Project, please remember to provide the required site location map with this form.

(Check one box per category)

Project Type

☐ New Submission ☒ Repeat Submission (20__)

Letters of Commitment (from incoming and/or expanding firm(s))

☐ Yes ☒ No ☐ NA
Not Applicable

Project Costs: (estimated or actual)

Federal: 2,000,000

Matching Funds

☐ Secured ☒ Lacking

State: _____

Potential Job Creation (estimated)

10-99

☐ NA

Not Applicable

Local: 4,000,000

Other: _____

Potential Job Retention (estimated)

10-99

☐ NA

Not Applicable

TOTAL: \$ 6,000,000

Preliminary Engineering

☐ Complete ☐ In Progress
☒ Lacking ☐ NA

Not Applicable

Is your project in a Comprehensive Plan, Master Plan, TIFA Plan, Financing Plan, or similar document?

☒ Yes (identify) ☐ No

Master Plan, CEDS

Do not write below this line.

Creation/Cost Ratio:

Distress Level:

Category:

Retention/Cost Ratio:

Low/Mod%:

TOTAL POINTS:

Return this form to:

CEDS Projects

West Michigan Shoreline Regional Development Commission

137 Muskegon Mall, P.O. Box 387

Muskegon, MI 49443-0387

(231) 722-7878 Fax: (231) 722-9362

E-mail: ekuhn@wmsrhc.org

PROJECT DESCRIPTION

Farmer's/Seafood Market

- A. Background - The idea of a downtown Farmer's/Seafood Market first surfaced during the Master Plan process. The Muskegon Boilerworks has been identified as the primary location for the complex. The location was chosen for its proximity to the waterfront and the central business district.
- B. Project Scope - The scope of this project includes the acquisition and redevelopment of the Muskegon Boilerworks and adjacent sites. This project will enhance the image of downtown and provide a new outlet for fresh produce.
- C. Project Cost & Timing - To complete the property acquisition and rehabilitation as well as the installation of new utilities, the estimated cost is \$6 million. This amount includes the acquisition of the former Muskegon Boilerworks, as well as several adjacent sites and all requisite environmental assessments.
- D. Funding Sources - If funding were approved, local match would be provided by the City and/ or private sources.
- E. Project Beneficiaries - The project will benefit the entire community but more specifically downtown residents and property owners. Inner-city residents and employees would greatly benefit from the availability of fresh produce. An activity of this sort would also increase the amount of pedestrian activity in the downtown.

CITY OF MUSKEGON - OEDP

Farmers/Seafood Market Complex

Heritage Landing

Western Ave.

Proposed Farmer/Seafood Complex



2001 CEDS PROJECT SUBMITTAL FORM

Applicant Name: City of Muskegon

Project Name: Senior Center

Contact Person: Lonna Anguilm

Phone: 231-724-6702

Note: Please use a separate page for each project submitted.

Location of Project: City of Muskegon

County: Muskegon

Project Description: see attached

Estimated Project Start Date: 2002

☒ New Project
(check one box)

☐ Facility Expansion

Important: For Economic Development Infrastructure Construction Project, please remember to provide the required site location map with this form.

(Check one box per category)

Project Type

☐ New Submission ☒ Repeat Submission (20__)

Letters of Commitment (from incoming and/or expanding firm(s))

☐ Yes

☒ No

☐ NA

Not Applicable

Project Costs: (estimated or actual)

Federal: 2,000,000

Matching Funds

☐ Secured

☒ Lacking

State: _____

Potential Job Creation (estimated)

10-99

☐ NA

Not Applicable

Local: 500,000

Other: _____

Potential Job Retention (estimated)

10-99

☐ NA

Not Applicable

TOTAL: \$ 2,500,000

Preliminary Engineering

☐ Complete

☐ In Progress

☒ Lacking

☐ NA

Not Applicable

Is your project in a Comprehensive Plan, Master Plan, TIFA Plan, Financing Plan, or similar document?

☒ Yes (identify)

☐ No

Master Plan, Comp. Housing Plan

Do not write below this line.

Creation/Cost Ratio:

Distress Level:

Category:

Retention/Cost Ratio:

Low/Mod%:

TOTAL POINTS:

Return this form to:

CEDS Projects

West Michigan Shoreline Regional Development Commission

137 Muskegon Mall, P.O. Box 387

Muskegon, MI 49443-0387

(231) 722-7878 Fax: (231) 722-9362

E-mail: ekuhn@wmsrdc.org

PROJECT DESCRIPTION

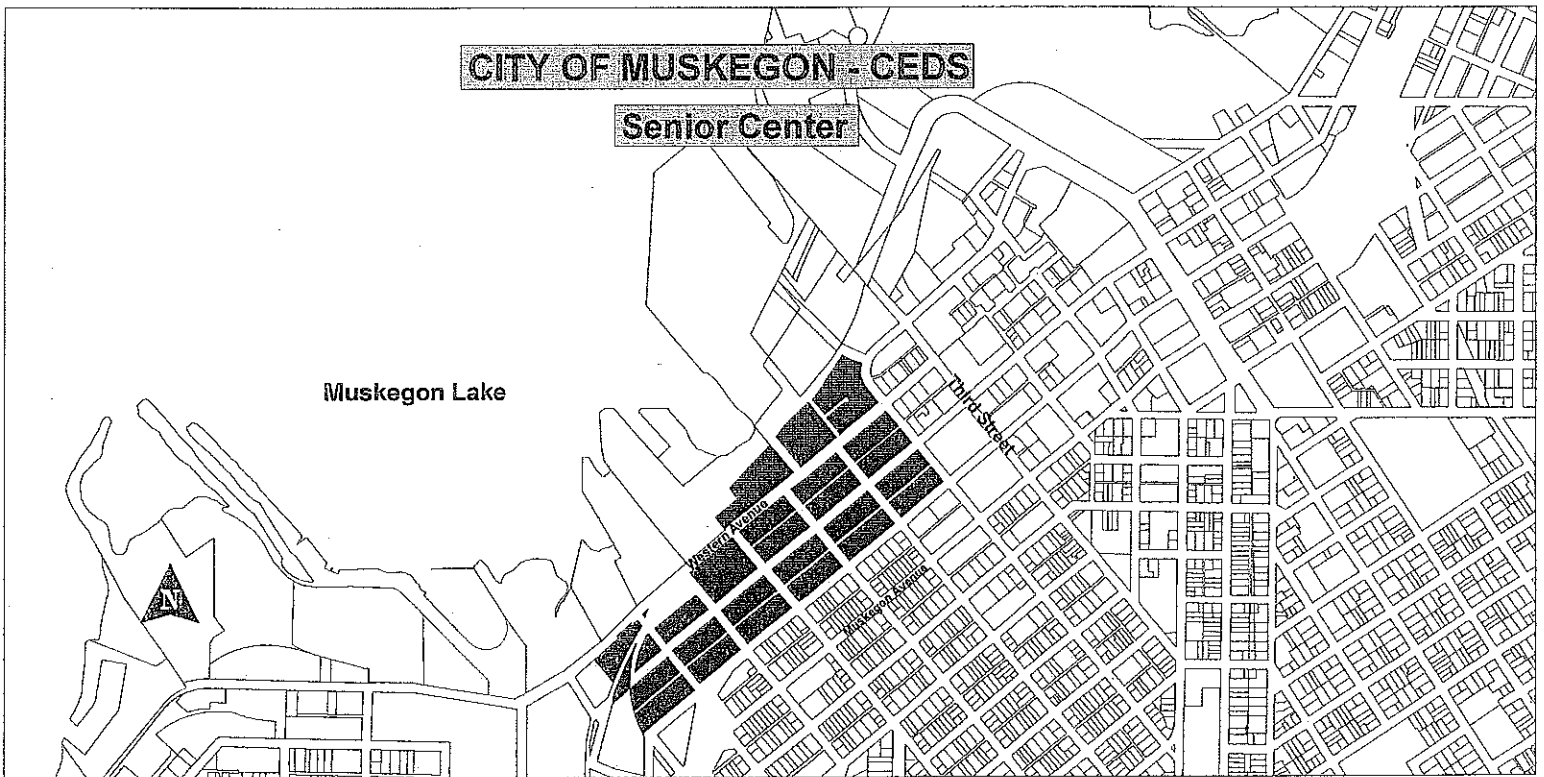
Senior Citizen's Community Center

- A. Background - The idea of a community center is a recurring need mentioned in the Master Land Use Plan and the Downtown/Lakeshore Redevelopment Plan and the Comprehensive Housing Plan. In general, such a facility would serve as a social meeting place and recreation/activity center. Although a primary concern is to facilitate the needs of Senior Citizens, who are often underrepresented members of the population, a mixed use facility that can lend itself to a variety of users may reduce the cost of duplicating a similar facility for a younger audience. The nature of this project would fit nicely within the proposed Guest & Entertainment District allowing the City to market an additional downtown destination.
- B. Project Scope - Development of this project is a priority of the City as well as residents. With either new construction or renovation approximately 5-75 temporary jobs will be created along with, at least 5-10 permanent positions for day-to-day operations and maintenance. Allowing seniors and youths to assist with construction, landscaping, and/or interior design can generate community ownership.
- C. Project Cost & Timing - Approximately \$2.5 million will be needed to complete this project. It is estimated that preliminary planning such as pedestrian/vehicular access, and other site information can be gathered in 6-8 months, with movement toward construction completion within 2 years.
- D. Funding Sources - Potential funding sources for preliminary planning activities include the State Agency on Aging, the Community Foundation, United Way, and the City's general fund. Funding for land acquisition and actual construction costs can be obtained from local, state and federal agencies.
- E. Project Beneficiaries - The City of Muskegon, specifically the downtown area will benefit from the project. Additionally, senior citizens will have a much needed social facility. If it is decided that the center can be better utilized as a multi-purpose facility, the youth of the city may also benefit. Finally, any traffic that is directed into the downtown area may increase revenues for existing and planned commercial entities.

CITY OF MUSKEGON - CEDS

Senior Center

Muskegon Lake



2001 CEDS PROJECT SUBMITTAL FORM

Applicant Name: City of Muskegon

Project Name: Getty Street
Improvements

Contact Person: Lonna Anguilm

Phone: 231-724-6702

Note: Please use a separate page for each project submitted.

Location of Project: City of Muskegon

County: Muskegon

Project Description: see attached

Estimated Project Start Date: 2002

☒ New Project
(check one box)

☐ Facility Expansion

Important: For Economic Development Infrastructure Construction Project, please remember to provide the required site location map with this form.

(Check one box per category)

Project Type

☐ New Submission ☒ Repeat Submission (20__)

Letters of Commitment (from incoming and/or expanding firm(s))

☒ Yes

☐ No

☐ NA

Not Applicable

Project Costs: (estimated or actual)

Federal: 1,525,000

Matching Funds

☒ Secured

☐ Lacking

State: _____

Potential Job Creation (estimated)

10-99

☐ NA

Not Applicable

Local: 380,000

Other: _____

Potential Job Retention (estimated)

10-99

☐ NA

Not Applicable

TOTAL: \$ 1,905,000

Preliminary Engineering

☐ Complete

☐ In Progress

☐ Lacking

☐ NA

Not Applicable

Is your project in a Comprehensive Plan, Master Plan, TIFA Plan, Financing Plan, or similar document?

☒ Yes (identify)

☐ No

Master Plan, CEDS, CIP

Do not write below this line.

Creation/Cost Ratio:

Distress Level:

Category:

Retention/Cost Ratio:

Low/Mod%:

TOTAL POINTS:

Return this form to:

CEDS Projects

West Michigan Shoreline Regional Development Commission

137 Muskegon Mall, P.O. Box 387

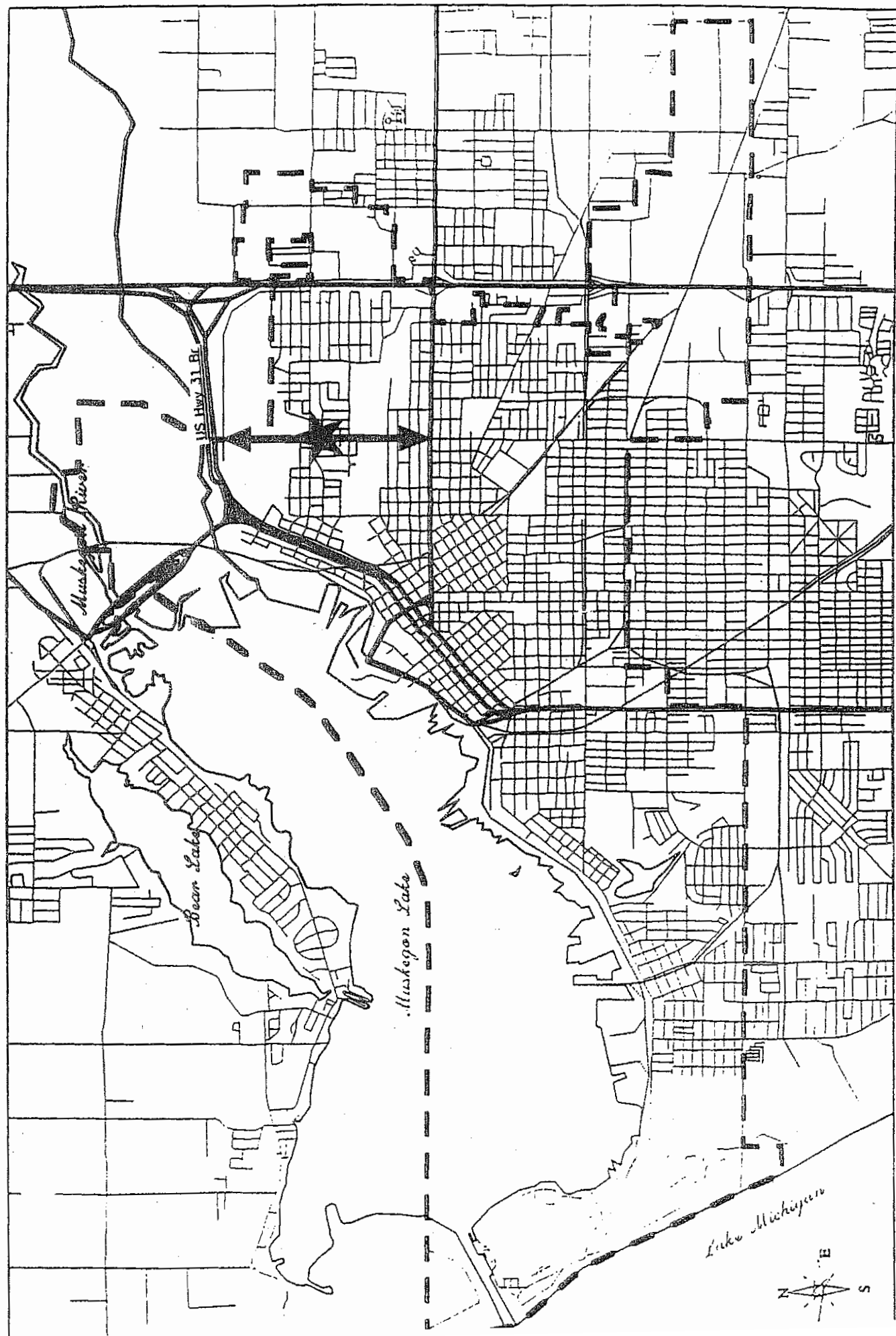
Muskegon, MI 49443-0387

(231) 722-7878 Fax (231) 722-9362

E-mail: ekuhn@wmsrdc.org

CITY OF MUSKEGON - OEDP

Getty Street Connector



PROJECT DESCRIPTION

Getty Street Improvements

- A. Background - Getty Street is one of the major routes running north and south through the City of Muskegon. A section of Getty Street is a four lane roadway, while other sections are only two lane. Getty Street is a major corridor for both industrial and business traffic.
- B. Project Scope - The project is divided into two phases. The first is construction of Getty to a four lane roadway from Oak Avenue to Wesley Avenue with sidewalk along the west side of the road, raising the grade at two "dips" by 20 feet and resurfacing Getty Street from Wesley to Marquette. The improvements will create better access on Getty Street not only for general industrial and business traffic through the City, but it is anticipated that development will be generated along the Marquette corridor. The second phase includes resurfacing the four lane section of Getty from Allen to Marquette. Currently, the roadway is in desperate need of repair. A great deal of traffic travels along this route, which includes school bus traffic to Wesley and Marquette schools. It is also a collector route for Community College traffic. The expansion of Getty Street from Marquette to Access Highway is a major consideration in the development of the North Getty Industrial Park.
- C. Project Cost & Timing - Estimated costs are \$1,905,00. This includes \$1,352,500 for Phase One, which involves upgrading Getty to four lanes from Oak to Wesley; resurfacing Getty from Wesley to Marquette and installing a sidewalk along the west side of the road; 552,500 for Phase Two, which is the resurfacing of Getty Street from Allen to Marquette. If funding is approved, this project could begin in the year 2002.
- D. Funding Sources - If funding were approved, local match would be provided by the City water and sewer funds, State grants and/ or private sources.
- E. Project Beneficiaries - The businesses and industries located along Getty Street would directly benefit, as they would have improved north-south access. Many existing businesses would be encouraged to expand and new business and industries will consider locating along the Getty Street corridor., due to improved access. The tax and employment base will be expanded as a result.

2001 CEDS PROJECT SUBMITTAL FORM

Applicant Name: City of Muskegon

Project Name: Downtown Muskegon
Lakefront Developm.

Contact Person: Lonna Anguilm

Phone: 231-724-6702

Note: Please use a separate page for each project submitted.

Location of Project: City of Muskegon

County: Muskegon

Project Description: see attached

Estimated Project Start Date: 2002

☒ New Project
(check one box)

☐ Facility Expansion

Important: For Economic Development Infrastructure Construction Project, please remember to provide the required site location map with this form.

(Check one box per category)

Project Type

☐ New Submission ☒ Repeat Submission (20__)

Letters of Commitment (from incoming and/or expanding firm(s))

☐ Yes

☒ No

☐ NA

Not Applicable

Project Costs: (estimated or actual)

Federal: 1,600,000

Matching Funds

☒ Secured

☐ Lacking

State: _____

Potential Job Creation (estimated)

100+

☐ NA

Not Applicable

Local: 400,000

Other: _____

Potential Job Retention (estimated)

10-99

☐ NA

Not Applicable

TOTAL: \$ 2,000,000

Preliminary Engineering

☐ Complete

☐ In Progress

☒ Lacking

☐ NA

Not Applicable

Is your project in a Comprehensive Plan, Master Plan, TIFA Plan, Financing Plan, or similar document?

☒ Yes (identify)

☐ No

Master Plan, CEDS, DDA Plan

Do not write below this line.

Creation/Cost Ratio:

Distress Level:

Category:

Retention/Cost Ratio:

Low/Mod%:

TOTAL POINTS:

Return this form to:

CEDS Projects

West Michigan Shoreline Regional Development Commission

137 Muskegon Mall, P.O. Box 387

Muskegon, MI 49443-0387

(231) 722-7878 Fax: (231) 722-9362

E-mail: ekuhn@wmsrdc.org

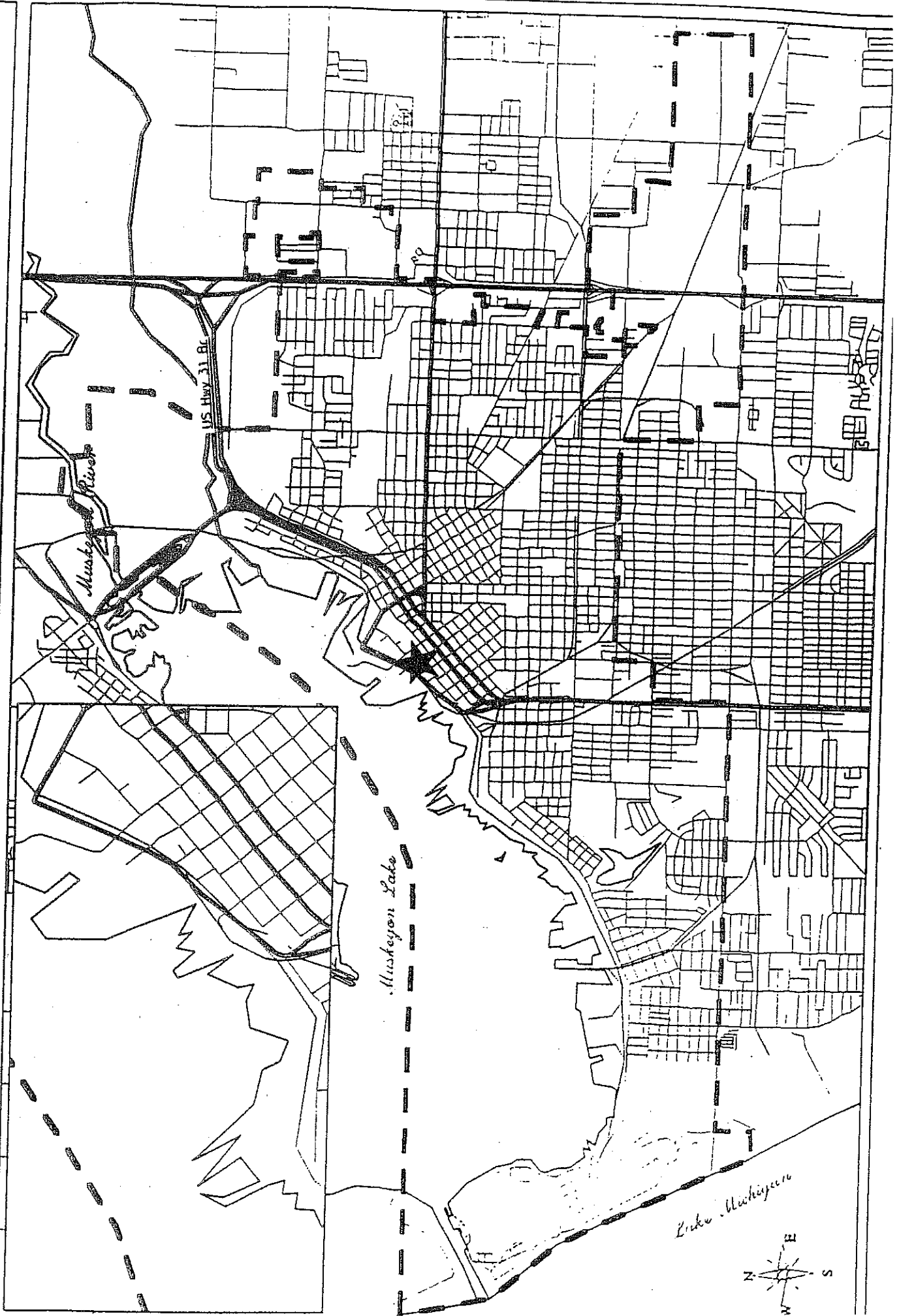
PROJECT DESCRIPTION

Downtown/Lakefront Redevelopment

- A. Background - The City has established a goal to redevelop its Muskegon Lake frontage. The City has a downtown/lakeshore Master Plan and a Waterfront Development Plan to help meet this goal. Other projects funded to implement this goal include: 1) \$1 million MDEQ Site Assessment Grant for determining the marketability of contaminated sites along the lakefront; 2) \$3 million from the federal and state government for the Enterprise Community; and 3) \$500,000 from MDOT for the design of the completion of Shoreline Drive. Specific site development efforts are hampered by the typical brownfield versus greenfield scenarios. Therefore, sites for redevelopment must be prepared to a greater extent than in rural or suburban areas.
- B. Project Scope - Several sites contained within our MDEQ study area are targeted by developers. These sites will require land assembly and infrastructure improvements to make sites suitable for development upon completion of remediation of environmental concerns. Infrastructure improvements will include the relocation of existing and construction of new utilities and access drives.
- C. Project Cost & Timing - Estimated costs are \$2 million for land assembly and infrastructure improvements. If funded, the project could begin as soon as 2002.
- D. Funding Sources - If funding were approved, local match would be provided by the City and/ or private sources.
- E. Project Beneficiaries - The project will benefit the entire community but more specifically downtown residents and property owners. It is estimated that as many as 300 employment opportunities could arise from this project.

CITY OF MUSKEGON - OEDP

Lakefront Development



2001 CEDS PROJECT SUBMITTAL FORM

Applicant Name: City of Muskegon Project Name: Port City Industrial Park Expansion
Contact Person: Lonna Anguilm Phone: 231-724-6702

Note: Please use a separate page for each project submitted.

Location of Project: City of Muskegon County: Muskegon

Project Description: see attached

Estimated Project Start Date: 2002 ☐ New Project ☒ Facility Expansion
(check one box)

Important: For Economic Development Infrastructure Construction Project, please remember to provide the required site location map with this form.

(Check one box per category)

Project Type ☐ New Submission ☒ Repeat Submission (20) Letters of Commitment (from incoming and/or expanding firm(s)) ☒ Yes ☐ No ☐ NA
Not Applicable

Project Costs: (estimated or actual) Matching Funds ☒ Secured ☐ Lacking
Federal: 1,100,000

State: Potential Job Creation (estimated) 100+ ☐ NA
Not Applicable
Local: 230,000

Other: Potential Job Retention (estimated) 100+ ☐ NA
Not Applicable
TOTAL: \$ 1,300,000

Preliminary Engineering ☒ Complete ☐ In Progress ☐ NA
☐ Lacking Not Applicable
Is your project in a Comprehensive Plan, Master Plan, TIFA Plan, Financing Plan, or similar document? ☒ Yes (identify) ☐ No

Master Plan, LDFA, CEDS

Do not write below this line.

Creation/Cost Ratio: Distress Level: Category:
Retention/Cost Ratio: Low/Mod%: TOTAL POINTS:

Return this form to: CEDS Projects
West Michigan Shoreline Regional Development Commission
137 Muskegon Mall, P.O. Box 387
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E-mail: ekuhn@wmsrdc.org

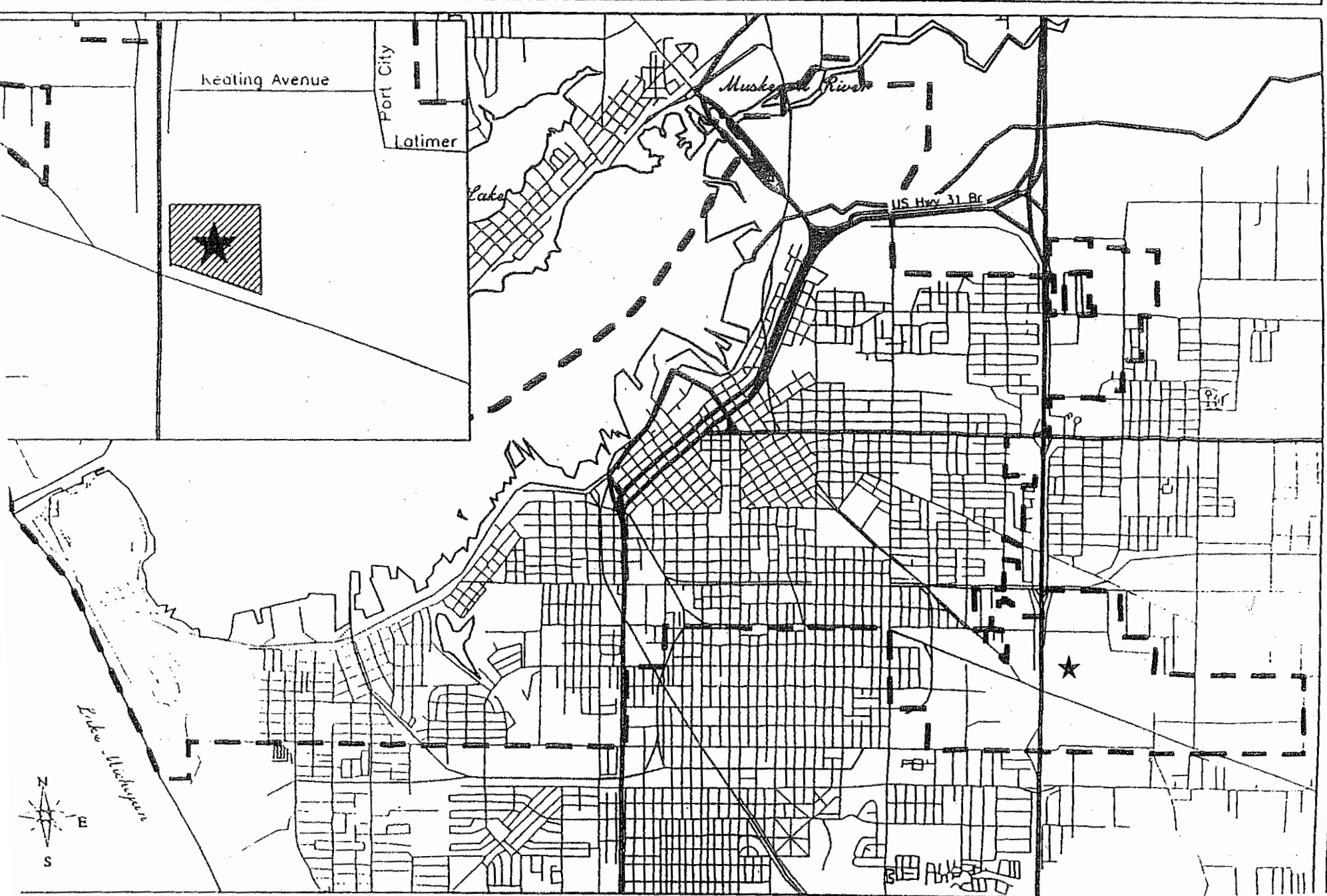
PROJECT DESCRIPTION

Port City Industrial Park - Expansion

- A. Background - The Port City Industrial Park was created in the 1960's and comprises over 400 acres. Additional land became available for development with the extension of Black Creek Drive. Developable industrial land within the park has been exhausted and the need for additional industrial land within the City is very urgent.
- B. Project Scope - The acquisition of a triangular piece of property south the of the Sunrise Memorial Gardens Cemetery, construction of utilities to the property, and the extension of Industrial Boulevard south to the property, which will provide an additional 22 acres for industrial use.
- C. Project Cost & Timing - Staff has estimated the project cost to be approximately \$1.33 million, which includes roadway extension, water and sewer services, and property acquisition. If funding is secured the project could begin as soon as 2002.
- D. Funding Sources - If the City of Muskegon, were the recipient of an EDA grant, local match would be available from the Local Development Finance Authority, water and sewer funds, and State funds.
- E. Project Beneficiaries - By providing infrastructure to an unimproved area, new development will occur that will add to the tax and employment base of the community.

CITY OF MUSKEGON - 1995 OEDP

Port City Industrial Park Expansion



2001 CEDS PROJECT SUBMITTAL FORM

Applicant Name: City of Muskegon Project Name: Medendorp Industrial Center
Rail Spur
Contact Person: Lonna Anguilm Phone: 231-724-6702

Note: Please use a separate page for each project submitted.

Location of Project: City of Muskegon County: Muskegon

Project Description: see attached

Estimated Project Start Date: 2002 ☒ New Project ☐ Facility Expansion
(check one box)

Important: For Economic Development Infrastructure Construction Project, please remember to provide the required site location map with this form.

(Check one box per category)

Project Type ☐ New Submission ☒ Repeat Submission (20) Letters of Commitment (from incoming and/or expanding firm(s))
☒ Yes ☐ No ☐ NA
Not Applicable

Project Costs: (estimated or actual)

Federal: 500,000

Matching Funds

☒ Secured ☐ Lacking

State:

Potential Job Creation (estimated)

100+

☐ NA

Not Applicable

Local: 250,000

Other:

Potential Job Retention (estimated)

10-99

☐ NA

Not Applicable

TOTAL: \$ 750,000

Preliminary Engineering

☐ Complete

☐ In Progress

☒ Lacking

☐ NA

Not Applicable

Is your project in a Comprehensive Plan, Master Plan, TIFA Plan, Financing Plan, or similar document?

☒ Yes (identify)

☐ No

CEDS, LDFA Plan

Do not write below this line.

Creation/Cost Ratio:

Distress Level:

Category:

Retention/Cost Ratio:

Low/Mod%:

TOTAL POINTS:

Return this form to:

CEDS Projects

West Michigan Shoreline Regional Development Commission

137 Muskegon Mall, P.O. Box 387

Muskegon, MI 49443-0387

(231) 722-7878 Fax: (231) 722-9362

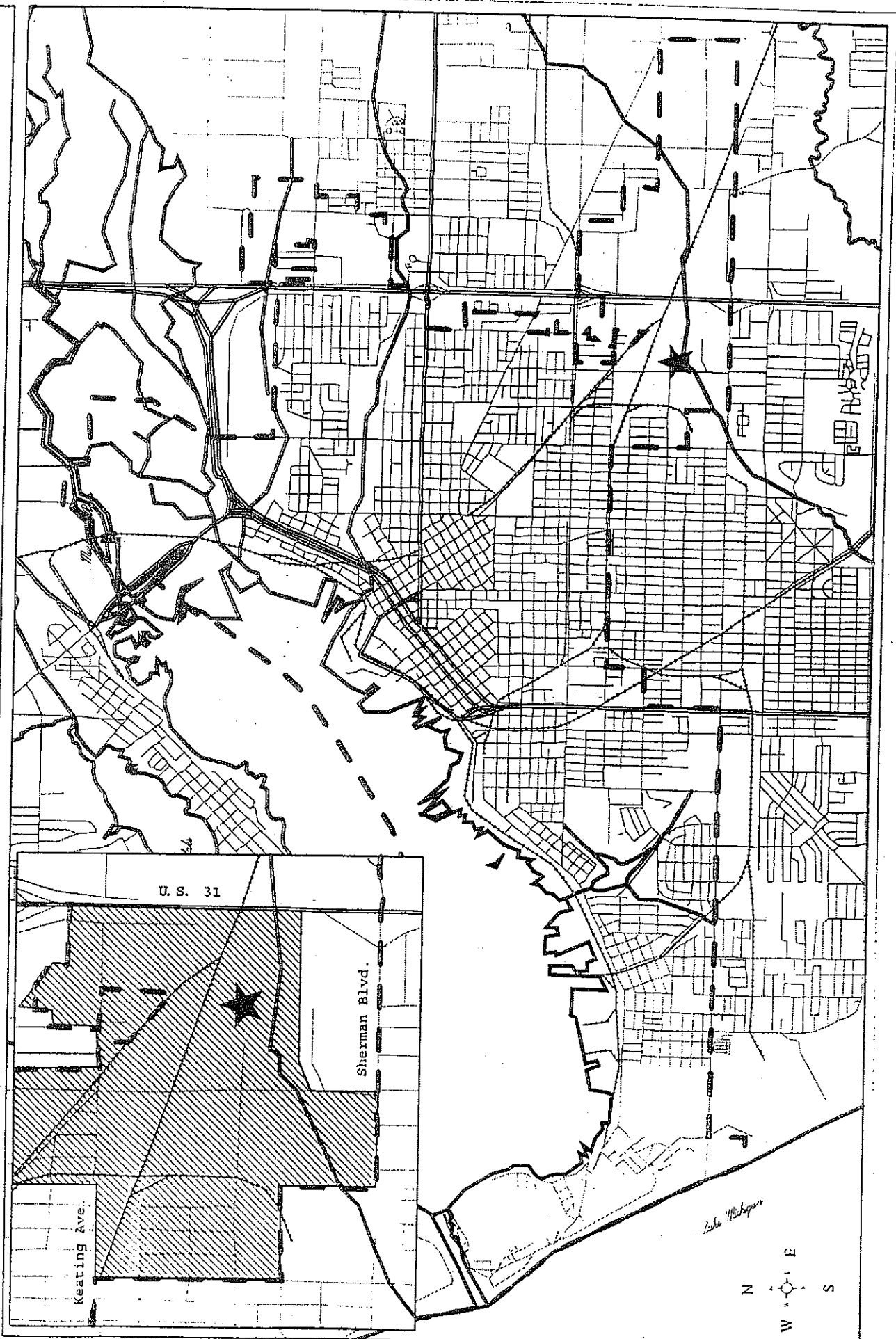
E-mail: ekuhn@wmsrdc.org

PROJECT DESCRIPTION

Medendorp Industrial Center - Rail Spur

- A. Background - Several resident industries of the Medendorp Industrial Center have expressed an interest in utilizing rail services. As part of the Center's development plan, a rail spur would expand the level of services available to both existing and future industries.
- B. Project Scope - To construct industrial grade rail service from the CSX line within the Medendorp Industrial Center. A Master Development Plan exists for the Center.
- C. Project Cost & Timing - Construction and related costs are estimated to be \$750,000. If funded, the project could begin as early as 2002.
- D. Funding Sources - If funding were approved, local match would be provided by the LDFA, the City, or private sources.
- E. Project Beneficiaries - The project will benefit resident industries and retain approximately 150 jobs and help attract new industries to the Center.

CITY OF MUSKEGON - OEDP
Medendorp Industrial Center - Rail Spur



2001 CEDS PROJECT SUBMITTAL FORM

Applicant Name: City of Muskegon Project Name: Medendorp Industrial Center Expansion
Contact Person: Lonna Anguilm Phone: 231-724-6702

Note: Please use a separate page for each project submitted.

Location of Project: City of Muskegon County: Muskegon

Project Description: see attached

Estimated Project Start Date: 2003 ☐ New Project ☒ Facility Expansion
(check one box)

Important: For Economic Development Infrastructure Construction Project, please remember to provide the required site location map with this form.

(Check one box per category)

Project Type

☐ New Submission ☒ Repeat Submission (20__)

Letters of Commitment (from incoming and/or expanding firm(s))

☒ Yes ☐ No ☐ NA
Not Applicable

Project Costs: (estimated or actual)

Federal: 2,000,000

Matching Funds

☒ Secured ☐ Lacking

State: _____

Potential Job Creation (estimated)

100+

☐ NA
Not Applicable

Local: 500,000

Other: _____

Potential Job Retention (estimated)

100+

☐ NA
Not Applicable

TOTAL: \$2,500,000

Preliminary Engineering

☒ Complete ☐ In Progress
☐ Lacking ☐ NA
Not Applicable

Is your project in a Comprehensive Plan, Master Plan, TIFA Plan, Financing Plan, or similar document?

☒ Yes (identify) ☐ No

Master Plan, CEDS, LDFA
Plan, CIP

Do not write below this line.

Creation/Cost Ratio:

Distress Level:

Category:

Retention/Cost Ratio:

Low/Mod%:

TOTAL POINTS:

Return this form to:

CEDS Projects
West Michigan Shoreline Regional Development Commission
137 Muskegon Mall, P.O. Box 387
Muskegon, MI 49443-0387

(231) 722-7878 Fax (231) 722-9362
E-mail: ekuhn@wmsrdc.org

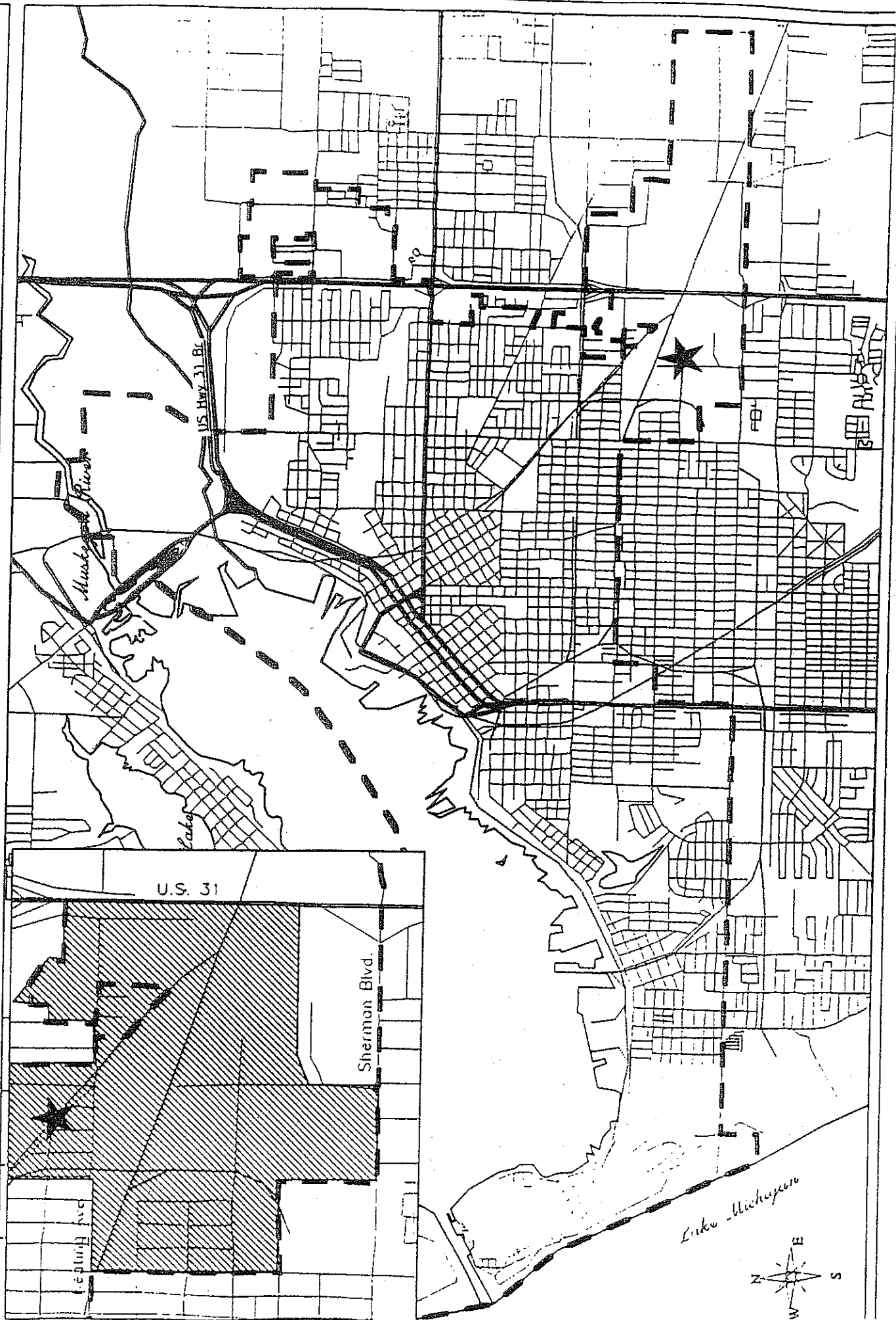
PROJECT DESCRIPTION

Medendorp Industrial Center - Property Acquisition & Site Preparation

- A. Background - The Medendorp Industrial Center is one of the fastest growing industrial districts in Muskegon County. During 1997, the City of Muskegon sold its last three industrial lots in the Center. Given the present economic climate, it is vital for the City of Muskegon to make ready additional industrial property. The current inventory of industrial property in the City of Muskegon is near exhaustion.
- B. Project Scope - The acquisition and development of the project area specified within the Medendorp Industrial Center is a priority for the City as there is a definite need for ready-to-develop industrial land. The total project area is 45 acres. The industrial lots within the project area will range between 2-8 acres, thus creating greater diversity of industrial lots.
- C. Project Cost & Timing - To complete the property acquisition and site preparation, the estimated cost is \$2.5 million. This amount includes acquisition and demolition of 24 houses, relocation and extension of utilities to the area for industrial use. Also included is the cost of paving Madison, Nims, and Brunswick Streets. If funded the project could start in 2003.
- D. Funding Sources - Local match would be available from LDFA funds/bonds, city water and sewer funds, Major Street funds, private contributions, and State funds.
- E. Project Beneficiaries - The City of Muskegon, as a whole, will benefit from an increase in industrial land. If industries in Muskegon are to be encouraged to expand, and new industries are to locate in the City, additional industrial property is a must. With the acquisition of the property described as the project area, within the Medendorp Industrial Center, new industries will increase the tax and employment base while clearing blighted properties.

CITY OF MUSKEGON - OEDP

Medendorp Industrial Center



2001 CEDS PROJECT SUBMITTAL FORM

Applicant Name: City of Muskegon Project Name: Downtown Business Park

Contact Person: Lonna Anguilm Phone: 231-724-6702

Note: Please use a separate page for each project submitted.

Location of Project: City of Muskegon County: Muskegon

Project Description: see attached

Estimated Project Start Date: 2002 ☒ New Project ☐ Facility Expansion
(check one box)

Important: For Economic Development Infrastructure Construction Project, please remember to provide the required site location map with this form.

(Check one box per category)

Project Type

☐ New Submission ☒ Repeat Submission (20__)

Project Costs: (estimated or actual)

Federal: 700,000

State: _____

Local: 300,000

Other: _____

TOTAL: \$ 1,000,000

Preliminary Engineering

☒ Complete ☐ In Progress

☐ Lacking ☐ NA

Not Applicable

Letters of Commitment (from incoming and/or expanding firm(s))

☒ Yes ☐ No ☐ NA

Not Applicable

Matching Funds

☒ Secured ☐ Lacking

Potential Job Creation (estimated)

100+

☐ NA

Not Applicable

Potential Job Retention (estimated)

100+

☐ NA

Not Applicable

Is your project in a Comprehensive Plan, Master Plan, TIFA Plan, Financing Plan, or similar document?

☐ Yes (identify) ☒ No

Master Plan, CEDS

Do not write below this line.

Creation/Cost Ratio:

Distress Level:

Category:

Retention/Cost Ratio:

Low/Mod%:

TOTAL POINTS:

Return this form to:

CEDS Projects

West Michigan Shoreline Regional Development Commission

137 Muskegon Mall, P.O. Box 387

Muskegon, MI 49443-0387

(231) 722-7878 Fax: (231) 722-9362

E-mail: ekuhn@wmsrdc.org

PROJECT DESCRIPTION

Downtown Business Technology Park

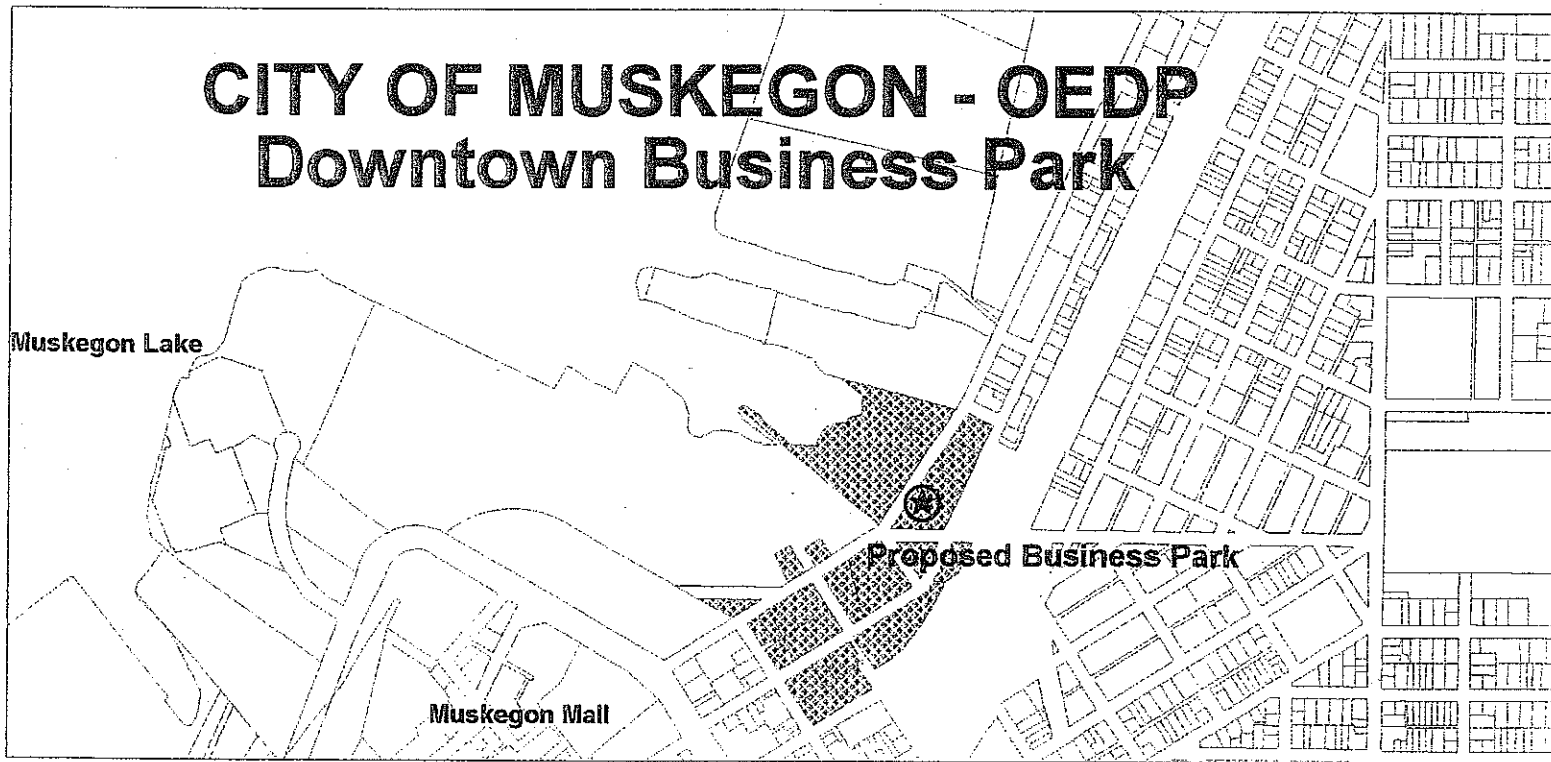
- A. Background - The idea of a Downtown Business Technology Park has grown from discussion held during the Master Plan process and downtown design with Michigan State University. The proposed site for the technology park is located along and adjacent to the route of the new Shoreline Drive. This location was selected due to its proximity to the waterfront as well as the core business district. The nearness of GTE and its technology infrastructure is also very critical.
- B. Project Scope - The acquisition and redevelopment of the project area is a priority of the City as there is a need for technology based business and availability of requisite infrastructure. The development of a downtown technology park will not only enhance the property tax base but will also improve the image and prosperity of the downtown. The type of employment which will occur at this site is in short supply and will boost the wage and salary levels of the community. Higher paying jobs will, in turn, enhance the potential for retail, restaurant, and other commercial development.
- C. Project Cost & Timing - To complete the property acquisition, install the technology infrastructure and prepare the sites, the estimated cost is \$1,000,000.
- D. Funding Sources - Federal funding will be combined with funds from the City and State, as well as, private investment. The investment from the private sector may come from individuals or non-profits organizations.
- E. Project Beneficiaries - The City of Muskegon, most notably the downtown would benefit from the improvement of a major property along the waterfront. The property tax base would expand dramatically and hundreds of new employment opportunities will emerge. The technology-based businesses would greatly diversify the local economy.

CITY OF MUSKEGON - OEDP Downtown Business Park

Muskegon Lake

Muskegon Mall

Proposed Business Park



2001 CEDS PROJECT SUBMITTAL FORM

Applicant Name: City Of Muskegon Project Name: Aquarium

Contact Person: Lonna Anguilm Phone: 231-724-6702

Note: Please use a separate page for each project submitted.

Location of Project: City Of Muskegon County: Muskegon

Project Description: See Attached

Estimated Project Start Date: 2003 ☒ New Project ☐ Facility Expansion
(check one box)

Important: For Economic Development Infrastructure Construction Project, please remember to provide the required site location map with this form.

(Check one box per category)

Project Type

☐ New Submission ☒ Repeat Submission (20 00)

Project Costs: (estimated or actual)

Federal: 1,500,000

State: 5,000,000

Local: 2,500,000

Other: 3,500,000

TOTAL: \$13,000,000

Letters of Commitment (from incoming and/or expanding firm(s))

☒ Yes ☐ No ☐ NA
Not Applicable

Matching Funds

☐ Secured ☒ Lacking

Potential Job Creation (estimated)

100+ ☐ NA
Not Applicable

Potential Job Retention (estimated)

10-99 ☐ NA
Not Applicable

Preliminary Engineering

☐ Complete ☒ In Progress
☐ Lacking ☐ NA

Not Applicable

Is your project in a Comprehensive Plan, Master Plan, TIFA Plan, Financing Plan, or similar document?

☒ Yes (identify) ☐ No

Master Plan, CEDS

Do not write below this line.

Creation/Cost Ratio:

Distress Level:

Category:

Retention/Cost Ratio:

Low/Mod%:

TOTAL POINTS:

Return this form to:

CEDS Projects

West Michigan Shoreline Regional Development Commission

137 Muskegon Mall, P.O. Box 387

Muskegon, MI 49443-0387

(231) 722-7878 Fax: (231) 722-9362

E-mail: ekuhn@wmsrhc.org

PROJECT DESCRIPTION

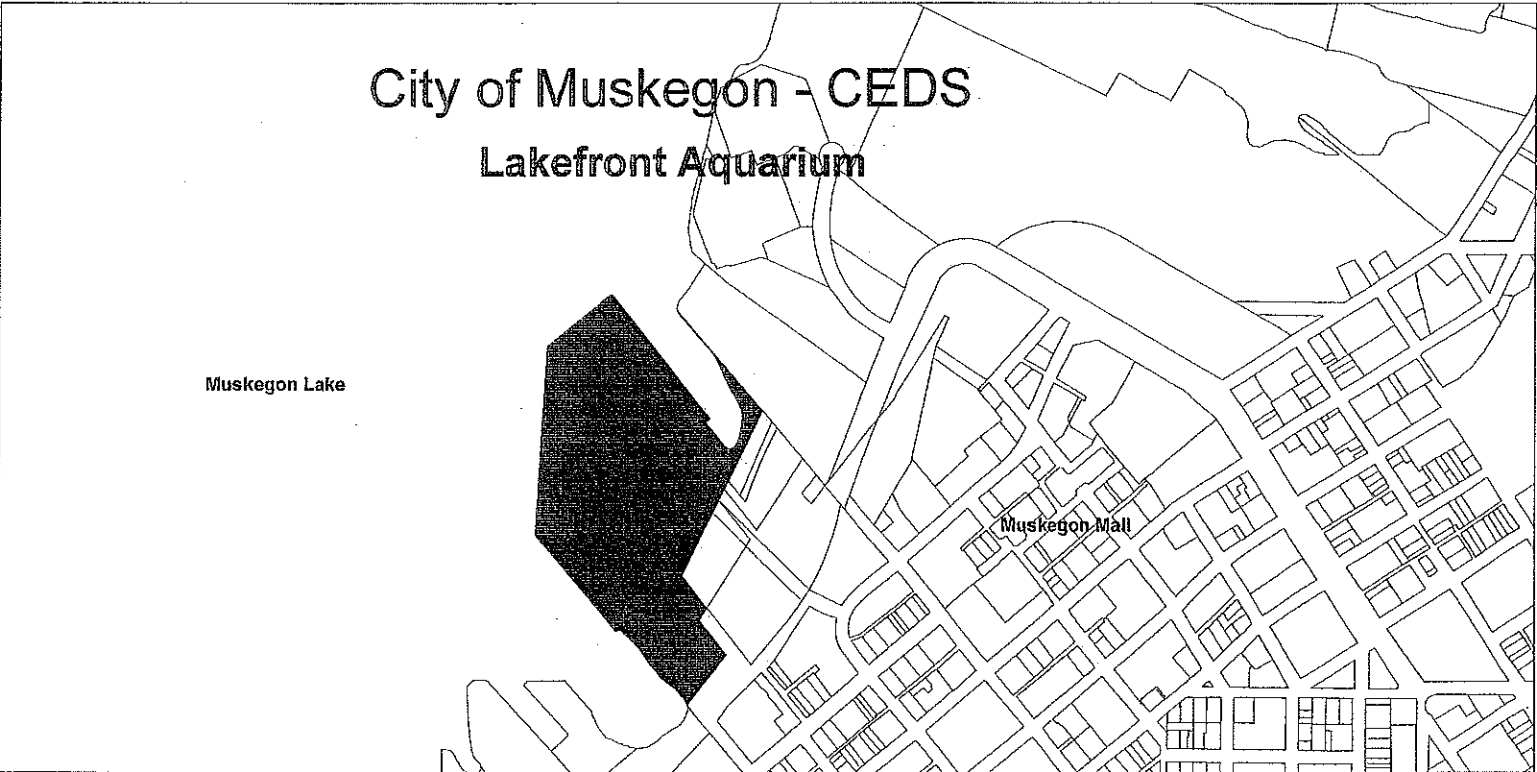
Aquarium - Land Assembly and Infrastructure Development

- F. Background - The idea of the proposed aquarium came to light during the development of downtown designs by Michigan State University. An aquarium would provide a venue for much needed year round entertainment and would help in the resurgence of downtown Muskegon.
- G. Project Scope - The acquisition and redevelopment of the project area is a priority of the City.
- H. Project Cost & Timing - In order to complete the property acquisitions and site preparation the estimated cost is \$13,000,000. This amount includes assembly of the necessary properties, environmental remediation, and infrastructure improvements. If funded, the project could be undertaken as soon as the beginning of 2003.
- I. Funding Sources - Federal funding will be combined with funds from the City and State, as well as, private investment. The investment from the private sector may come from individuals or non-profits organizations.
- J. Project Beneficiaries - The City of Muskegon, most notably the downtown would benefit from the improvement of a major property. The property tax base would expand dramatically and hundreds of new employment opportunities will emerge. This type of complex could lead to the development of other services and developments in the downtown. It could have an overall positive impact on the City.

City of Muskegon - CEDS
Lakefront Aquarium

Muskegon Lake

Muskegon Mall



Memo

To: Honorable Mayor and City Commissioners

From: Bob Grabinski, Fire Marshal

CC:

Date: 05/02/01

Re: 15 E. Muskegon

This office completed the inspection of the property on April 11, 2001. Attached to this memo is a copy of the letter and inspection report sent to the property owners. The new inspection increases the cost estimate to repair from the \$7,500.00 for the exterior items to the area of \$25,000.00 to bring the structure to code.

I would also point out the dates indicated in the letter to obtain a permit and submit a schedule for completion of repairs. The date indicated in the letter past with no communication from the property owner, and as of this writing no contact has been made.

For these reasons, staff recommends that you concur with the housing board of appeals and authorize the Mayor and City Clerk to obtain demolition bids on this property.

Alternative Action
231 724-6703
FAX 722-1214

Assessor
231 724-6708
FAX 726-5181

Cemetery
231/724-6783
FAX 726-5617

Civil Service
231/724-6716
FAX 724-4405

Clerk
231/724-6705
FAX 724-4178

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

Engineering
231/724-6707
FAX 727-6904

Finance
231/724-6713
FAX 724-6768

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

Income Tax
231/724-6770
FAX 724-6768

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

Leisure Service
231/724-6704
FAX 724-1196

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

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

Inspection Services
231/724-6715
FAX 726-2501

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

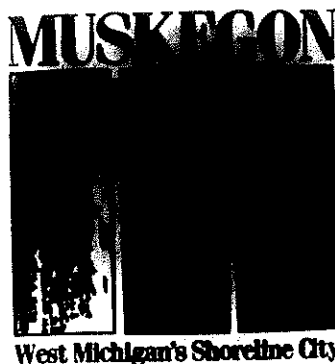
Police Dept.
231/724-6750
FAX 722-5140

Public Works
231/724-4100
FAX 722-4188

Treasurer
231/724-6720
FAX 724-6768

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

Water Filtration
231/724-4106
FAX 755-5290



April 16, 2001

Mr. Alfonzo Farmer & Jerri Oakes
475 Adams
Muskegon MI 49442

Re: 15 E. Muskegon, Muskegon MI

Dear Mr. Farmer:

As you know, on Tuesday, April 10, 2001 the City Commission made the determination to table the above case for 12 days pending an interior inspection that was scheduled for April 11, 2001 @ 9:30 am.

I have enclosed the City Commission Determination Letter and the inspection report for all trade inspectors that was conducted on April 11, 2001. After reviewing the inspection report, please submit a timetable for the repairs to be completed. All the necessary permits must be applied for and all repairs must be inspected upon completion. The timetable and permit requirement must be met by April 23, 2001. Failure to comply will result in this case being heard by the City Commission on May 8, 2001.

Should you have any questions, please call (231) 724-6715.

Sincerely,

Robert B. Grabinski
Fire Marshal/Inspection Services

**CITY OF MUSKEGON
Dangerous Building
Interior Inspection Report**

**15 E MUSKEGON
4/11/01**

Plumbing/Mechanical:

1. Chimney needs replacement.
2. Main plumbing vent needs support.
3. Furnace is missing.
4. Waste & vent piping is installed improperly.
5. Water piping is undersized.

Electrical:

1. Smoke detectors are missing.
2. Upper rear hall is not lighted.
3. All 3-wire outlets need to be grounded.
4. Provide appliance Circuits in kitchen.
5. Outlets are missing throughout.
6. AC cable deteriorated. Must be replaced.
7. 60 Amp Service must be replaced.
8. Exterior Lights missing.

Building:

1. Siding is missing and/or falling off of home.
2. Chimney is in need of structural rebuild.
3. Foundation wall on the North East side of the basement has severe structural damage. Wall is bowed to critical state. Block must be re-layed with proper reinforcement or engineered design and fixed by a licensed engineer.
4. Basement stairs need repair. Basement stairwell needs proper hand rail and wall repair.
5. Repair all window frames and sills in basement.
6. Seal all open areas in foundation walls.

ROLL CALL/ACTION SHEETS

Present	Name	Action	Ayes	Nays	Comments
	Mayor Nielsen		✓		
	Commissioner Schweifler	5	✓		
	Commissioner Shepherd		✓		
	Vice Mayor Sieradzki		✓		
	Commissioner Spataro		✓		
	Commissioner Aslakson		✓		
	Commissioner Benedict	M	✓		
<i>do postpone until May 8th</i> <i>passes.</i>					

Kundinger, Gail

From: Mazade, Bryon
Sent: Tuesday, April 24, 2001 7:39 AM
To: Kundinger, Gail
Subject: FW: 15 E. Muskegon

FYI

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

From: Grabinski, Bob
Sent: Tuesday, April 24, 2001 8:20 AM
To: Mazade, Bryon
Subject: 15 E. Muskegon

Bryon,

We have received no schedule of repairs at this time. Due to the requirement to ensure certified mailing of the inspection results and a return the two week period between commission meetings was not enough. Unless the owner responds with an acceptable schedule, I will bring this back to commission on May 8. If more information is needed for tonight I will be happy to provide it.

Thanks,
Bob

DATE: April 2, 2001
TO: Honorable Mayor and City Commissioners
FROM: Robert Grabinski, Fire Marshal
RE: Concurrence with the Housing Board of Appeals Notice and Order to Demolish. Dangerous Building Case #:00-100; Address: 15 E. Muskegon, Muskegon MI.

SUMMARY OF REQUEST: This is to request that the City Commission Concur with the findings of the Housing Board of Appeals that the structure located at **15 E Muskegon, Muskegon MI** is unsafe, substandard, a public nuisance and that it be demolished within thirty (30) days. It is further requested that administration be directed to obtain bids for the demolition of the structure and that the Mayor and City Clerk be authorized and directed to execute a contract for demolition with the lowest responsible bidder.

Case# & Project Address: 00-100 – 15 E Muskegon, Muskegon MI

Location and ownership: This single-family rental unit is located on E. Muskegon in the Jackson Hill Neighborhood, HUD census tracking number 2. The owner is Alfonzo Farmer and Jerri Oakes of Muskegon MI.

Staff Correspondence attachments: A dangerous building inspection was conducted on 12/4/00. A Notice and Order to repair was issued on 1/10/01. A Notice of HBA Hearing was sent on February 13, 2001. The Board's issued an Order to Demolish on March 7, 2001. Letter to Mr. Farmer dated 3/21/01.

Owner Contact: Mr. Alfonzo Farmer came to the inspection department with copies of quit claim deeds that were not in the title search. It appears that he is part owner with Jerri Oakes. Mr. Farmer was given until April 4, 2001 to comply with the letter dated 3/21/01. There has been no contact from the owner since then.

Financial Impact: CDBG

Budget action required: None

State Equalized value: \$10, 800.00

Estimated cost to repair: \$7, 500.00 plus cost of required interior repairs.

Staff Recommendation: To Concur with the Housing Board of Appeals decision to Demolish.

City Commission Recommendation: The Commission will consider this item at it's meeting on Tuesday, April 10, 2001.

15 E MUSKEGON

Census # 3



11/2/00



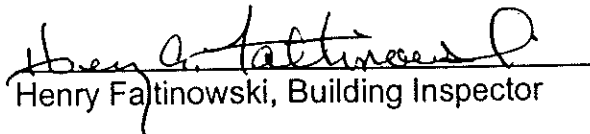
**CITY OF MUSKEGON
DANGEROUS BUILDING INSPECTION REPORT**

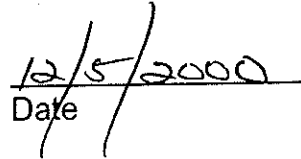
**15 EAST MUSKEGON
12/4/00**

Inspection Noted:

1. Chimney stack is missing brick and mortar is falling apart.
2. Unsupported connection on vent stack.
3. Improper step flashing on roof, verticle walls and chimney
4. Numerous broken out windows.
5. Siding is ripped off and/or falling off home. Siding is deteriorating due to exposure of weather with no protection.
6. Front porch is sagging. Need structural investigation on flooring.
7. Back porch steps are cracked and unstable.
8. Large amounts of peeling paint on soffitt.
9. An interior inspection is required by the building, plumbing, mechanical and electrical inspectors before any necessary permits or certificate of occupancy will be issued.

BASED UPON MY RECENT INSPECTION OF THE ABOVE PROPERTY, I HAVE DETERMINED THAT THE STRUCTURE MEETS THE DEFINITION OF A DANGEROUS BUILDING AS SET FORTH IN SECTION 4-23 OF THE MUSKEGON CITY CODE.


Henry Faltinowski, Building Inspector


Date

\$30 / FNR-EXT.

CITY OF MUSKEGON INSPECTION REPORT

November 2, 2000

AT 12:29 p.m.

FOR E. MUSKEGON 15

PAGE 1

FINAL NOTICE

No	Cat	Violation
1		NOTE: Code requires owners to notify City in writing within 10 days of transferring ownership. Notice must include name, address and phone number of new owner.
2	B	EXTERIOR Siding is loose or falling off.
3	B	EXTERIOR Has peeling paint and is not protected from weather by properly applied water-resistant paint or waterproof finish.
4	A	EXTERIOR Window has broken or cracked glass.
5	B	EXTERIOR Chimney has loose or missing brick or mortar.
6	B	EXTERIOR Openings are improperly boarded.
7		EXTERIOR Abandoned trailer full of trash in the yard must be removed.
END OF LIST		

CITY OF MUSKEGON

NOTICE AND ORDER TO REPAIR OR REMOVE (DEMOLISH) A STRUCTURE

DATE: 01/10/01

Address of the Property: 15 E Muskegon Ave., Muskegon, Michigan

Description of the Structure: The Easterly 1/2 of lot 4 of block 189

TO: Pamela Fields, 1817 Jefferson St., Muskegon MI 49441
[Name and address of Owner]

None known at this time.
[Names and Addresses of Other Interested Parties]

The Building Inspection Department of the City of Muskegon has determined that the structures above described are dangerous, substandard, and constitute a nuisance in violation of the Dangerous Buildings Ordinance of the City.

You are hereby notified that the City will proceed to demolish or cause the demolition and removal of the said structure unless you accomplish the actions indicated below within the time limits indicated (only one to be checked):

1. X Obtain the issuance of all permits required to accomplish the repair of the structure defects listed in the attached schedule within 30 days of this notice. All repairs shall be accomplished within the times set forth in the permits. All work must be physically commenced within 30 days of the date of this notice.
2. Obtain the issuance of the appropriate permit for the demolition of structures within 30 days, and accomplish the demolition thereof within 60 days of this notice.

The conditions which cause the said structures to be dangerous, substandard and a nuisance are listed in the attached schedule.

CITY OF MUSKEGON
CITY OF MUSKEGON HOUSING (BUILDING) BOARD OF APPEALS

NOTICE OF HEARING

Address of the Property: 15 E Muskegon MI, Muskegon, Michigan

Description of the Structure: The Easterly ½ of Lot 4 of Block 189

TO: Pamela Fields, 1817 Jefferson, Muskegon MI 49441
[Name & Address of Owner]

None Known at this time
[Names & Address of Other Interested Parties]

Please take notice that on Thursday, March 1, 2001, the City of Muskegon Housing Board of Appeals will hold a hearing at 5:30 p.m. and at the said hearing consider whether or not the following structure should be determined to be dangerous, substandard and a nuisance, and demolished, or repaired.

The reason for this hearing is that you have not complied with the Notice and Order to Repair of Demolish a structure issued by the City of Muskegon Inspection Services Department on 1/10/01.

At the hearing on Thursday, March 1, 2001 at 5:30 p.m., at the Muskegon City Hall, 933 Terrace Street, Muskegon, Michigan, you may appear and present any relevant evidence to the Housing Board of Appeals and have counsel of your choice present, if you desire, to show cause why the structure should not be allowed or ordered demolished.

CITY OF MUSKEGON INSPECTION DEPARTMENT,
ON BEHALF OF THE HOUSING BOARD OF APPEALS

By Robert B. Grabinski
Robert B. Grabinski, Fire Marshal/Inspection Services

**CITY OF MUSKEGON
CITY OF MUSKEGON HOUSING (BUILDING) BOARD OF APPEALS**

Date: March 7, 2001

To: Pamela Fields, 1817 Jefferson St., Muskegon MI 49441
Owners Name & Address

None known at this time
Name & Address of other interested parties

ORDER TO DEMOLISH STRUCTURE

The Housing Board of Appeals, having received evidence at a scheduled and noticed meeting held on Thursday March 1, 2000, does hereby order that the following structure(s) located at 15 E Muskegon, Muskegon, Michigan, shall be demolished for the reason that the said structure or structures are found, based upon the evidence before the Board of Appeals, to be dangerous, substandard and a public nuisance.

The Structure located on the easterly ½ of lot 4, block 189

The owners or persons interested shall apply for the required permits to demolish the structure(s) within 30 days from the final determination to concur and demolish, if it is made, by the City Commission. Demolition shall be accomplished no later than 60 days after a concurrence by the City Commission.

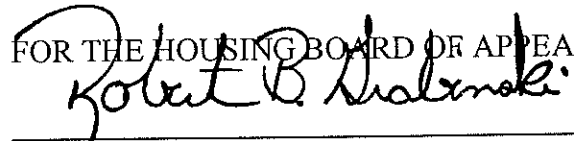
The director of inspections is ordered to delay for 30 days placing before the Muskegon City Commission this order and the record in this case to seek concurrence by the City Commission with the decision of this board, and further to give notice to the owner and interested parties of the date and time when this matter shall be considered by the City Commission. **This order is not final until concurred with by the City Commission.**

NOTICE TO OWNER AND INTERESTED PARTIES

Please take notice that this decision of the Housing Board of Appeals will be presented to the City Commission of the City of Muskegon on the date and at a time to be noticed to you by the Director of Inspections. You are hereby notified that you will have an opportunity to appear before the said City Commission at that time and to present any and all evidence or matters relevant to the issue of demolition or repair of the said structures. This order of the Housing Board of Appeals is not final, but will become final if and when the City Commission has considered the record and this order, and has concurred.

The City Commission may concur with this order, or disapprove or modify the order.

FOR THE HOUSING BOARD OF APPEALS:



Robert B. Grabinski, Fire Marshal/Inspections Dept

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

Assessor
231/724-6708
FAX/726-5181

Cemetery
231/724-6783
FAX/726-5617

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

Clerk
231/724-6705
FAX/724-4178

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

Engineering
231/724-6707
FAX/727-6904

Finance
231/724-6713
FAX/724-6768

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

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

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

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

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

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

Inspection Services
231/724-6715
FAX/726-2501

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

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

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

Treasurer
231/724-6720
FAX/724-6768

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

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

MUSKEGON



West Michigan's Shoreline City

March 21, 2001

Alfonzo Farmer
475 Adams
Muskegon MI 49442

Re: 15 E Muskegon, Muskegon MI

Dear Mr. Farmer:

This is to confirm our telephone conversation regarding the above captioned property. You must comply with the following by Wednesday, April 4, 2001:

1. An interior inspection needs to be scheduled.
2. All necessary permits must be applied for.
3. Schedule of repairs and completion dates must be submitted.

Failure to comply will result in this dangerous building case being heard at the City Commission Meeting to be noticed to you. At the meeting, the Commission will be asked to concur with the Housing Board of Appeals decision for demolition of the structures.

Should you have any questions, please contact me at (231) 724-6715.

Sincerely,

Robert B. Grabinski
Fire Marshal/Inspection Services



Harbor Title

955 West Broadway
Muskegon, MI 49441

Title Search

Case No.: 100019086
December 22, 2000

1. Beginning Date: February 14, 1949, at 8:00 A.M.

Please See Attached Liber 566, Page 203, Muskegon County Records, for Legal Description:

2. We have searched the records in the office of the Register of Deeds for Muskegon County, Michigan covering the subject property, and find the following conveyances and undischarged encumbrances, from said beginning date to November 16, 2000, at 8:00 A.M.

Deeds:	Miscellaneous Documents:	Mortgages:
566-203	1063-145	None
1063-146	1063-568	
1392-888	1781-765	
1781-766	3052-613	
	3064-579	

Taxes:

Civil Infractions are unavailable at this time.

Invoice Charges in the amount of \$997.68, due and payable to the City of Muskegon. (Invoice #'s 9810372, 9814852, 9813400, 9816950, 9817477, and 98122387)

Payment of the delinquent Water Usage Bill, due and payable to the City of Muskegon Treasurer in the amount of \$43.74.

Payment of the 1999 delinquent taxes, due and payable to the Muskegon County Treasurer in the amount of \$644.71, if paid by December 31, 2000.

Payment of the 2000 Winter Taxes, due and payable to the City of Muskegon Treasurer in the amount of \$487.15, if paid by February 14, 2001.

Note:

No 2000 Summer Taxes were assessed.

New Permanent Parcel No.: 61-24-205-189-0004-00.

2000 State Equalized Value: \$10,800.00.

2000 Taxable Value: \$8,990.00.

Non-Homestead Property.

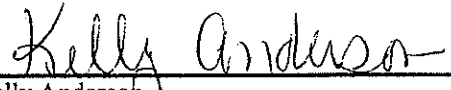
3. We find no United States Internal Revenue Liens recorded in the office of the Register of Deeds of Muskegon County, Michigan, against:

Pamela Fields Independent Representative for the Estate of Dorothy Hanna, deceased
Probate File No. 9972253-IE

4. No search has been made for any instrument, however designated, which has been filed as a financing statement

pursuant to the Uniform Commercial Code.

5. No search has been made of the records of the Circuit, Probate or other Courts, or of any record other than those in the office of the Register of Deeds.
6. Under this form of search this company is not an insurer of above title, nor does it guarantee the title or any evidence of title thereto.
7. Note: In consideration of the fact that the above information is to be used for reference purposes only and not relied upon as evidence of title, it is furnished at a reduced rate and this Company's liability is limited to the amount paid for this information.



Kelly Anderson

15 E. Muskegon

ROLL CALL/ACTION SHEETS

Present	Name	Action	Ayes	Nays	Comments
	Mayor Nielsen		✓		
	Commissioner Schweifler		✓		
	Commissioner Shepherd	S	✓		
	Vice Mayor Sieradzki		✓		
	Commissioner Spataro		✓		
	Commissioner Aslakson		✓		
	Commissioner Benedict	M	✓		
pass					

to postpone until
next meeting

2 weeks

Date: May 2, 2001
To: Honorable Mayor and City Commissioners
From: Ric Scott 
RE: Muskegon Fury Contract

SUMMARY OF REQUEST:

The approve the contract with the Muskegon Fury and authorize the Mayor and Clerk to sign the agreement

FINANCIAL IMPACT:

Approximately \$30,000 in increased fees

BUDGET ACTION REQUIRED:

None

STAFF RECOMMENDATION:

Approve

COMMITTEE RECOMMENDATION:

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

Assessor
231/724-6708
FAX/726-5181

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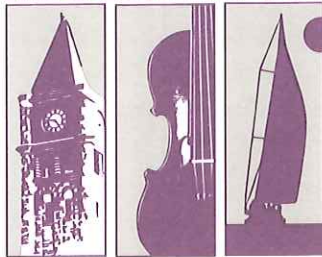
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Water Filtration
231/724-4106
FAX/755-5290

MUSKEGON



West Michigan's Shoreline City

Date: May 2, 2001

To: Honorable Mayor and City Commissioners

From: Ric Scott *[Signature]*

Re: Muskegon Fury Contract

The contract with the Muskegon Fury to play at LC Walker Arena expires in June. Staff has negotiated a new contract with the Fury that is attached. Staff is requesting that you approve the contract and authorize the Mayor and Clerk sign the agreement on behalf of the City.

There are several changes to the contract. First, the contract term is the same as the management agreement in that it is a two-year contract with three one-year options. The rental payment is a flat \$1,000 per game fee, as compared to the floating scale that was in the previous contract. The fee goes up in the third through fifth years of the contract. The maintenance fee is set at \$.50, but it will be on all tickets, not just the individual tickets sold.

There will be an increase in revenues generated by the Fury to the building estimated at about \$30,000.

Staff requests that you approve of the agreement.

Thank you for your consideration.

L.C. WALKER ARENA HOCKEY CONTRACT

2001-55(a)

THIS AGREEMENT made and entered into the 8th day of May, 2001, by and between THE CITY OF MUSKEGON, the sublessee from the Muskegon County Building Authority and the County of Muskegon of the L. C. Walker Arena and Conference Center ("Arena") of 955 Fourth Street, Muskegon, MI 49440, (hereinafter referred to as the "City") and MUSKEGON HOCKEY CLUB, INC., a Michigan corporation, d/b/a MUSKEGON FURY, of 470 West Western, Muskegon, MI 49440, (hereinafter referred to as "Fury").

WITNESSETH:

WHEREAS, the City, by itself and through its manager, Arena Management Group, L.L.C., ("AMG"), is the operator of the L.C. Walker Arena located at 955 Fourth Street at Western Avenue, Muskegon, County of Muskegon, Michigan; and

WHEREAS, the Fury is organized for the purposes of promoting and sponsoring league play of a minor league professional hockey team; and

WHEREAS, the parties desire to enter into an agreement for the use of the ice facilities operated by the City;

IT IS, THEREFORE, AGREED THAT:

1. USE OF PREMISE: City agrees that for the term of this agreement that Fury may utilize the Arena for professional hockey and related hockey game activities as follows:
 - a. Fully equipped ice sports arena for playing professional hockey, including nets, properly marked ice surface, time clock, scoreboard, goal signals and arena lights, all as shall meet the professional standards of the Colonial Hockey League for competition hockey play;
 - b. Operating public address system and lighting;
 - c. Seating facilities for spectators in arena area;
 - d. Two dressing rooms for hockey team use, one which shall be available for Fury's use throughout the entire year and the other only during hockey season (from 2 1/2 hours prior to game time and 1 hour after game conclusion and safe overnight storage if necessitated for opposing teams equipment), defined as pre-season, postseason and one week after post-season play;

- e. Sufficient officials' room, coaches' office, trainer's working area and press box area which meet the requirements for minor league professional hockey games;
- f. Heat and air-conditioning at comfortable temperature;
- g. Facility clean-up after games.

Fury agrees to hold all of its league scheduled home games at the L.C. Walker Arena with the exception of one (1) game which for execution purposes may be played at another ice facility.

2. **TERM OF AGREEMENT:** This agreement shall be effective for a period of two (2) years commencing on June 11, 2001, and ending on June 10, 2003. There shall be three automatic one year renewal terms thereafter, for a total of five years, including the original two year term. Notwithstanding the foregoing, this agreement may be canceled by either party without cause by notice given on or before the January 1 last occurring before the end of the original or any renewal term. Cancellations for cause may be at any time.

3. **COMPENSATION; FEES:** Fury shall pay to the City compensation for its rights to use the Arena upon the following schedule for all games played (including playoff and exhibition games):

a) **Arena Fees Per Game:**

<u>Year (Original Term)</u>	<u>Per Game</u>
2001 - 2002	\$1,000
2002 - 2003	\$1,000

<u>Year (Renewal Terms)</u>	
2003 - 2004	\$1,200
2004 - 2005	\$1,300
2005 - 2006	\$1,400

b) **Concession Revenues** The Fury shall receive twenty (20%) percent of the net concession revenues received by the City ~~or the Fury~~ from any concessionaire generated during Fury's hockey games. City shall provide an accounting and day sale sum within seven (7) days of the game date. All remaining ~~net~~ concession revenues shall belong to the City.

c) **Maintenance Fee** For all professional hockey games at any time the Fury shall pay to the City the following maintenance fees:

<u>Year</u>	<u>Per Ticket</u>	<u>Tickets Applicable</u>
2001 - 2002	\$.50	On all tickets <u>sold</u> including group sales, and not season tickets

2002 – 2003 and all
subsequent years

\$.50

All tickets sold, whether individual,
group sales, season tickets or any
other tickets sold.

- d) The City shall apply all receipts paid to it under this Agreement in accordance with the Operations Management Agreement, by applying same to (1) the Periodic Fixed Fee, (2) Utilities, (3) the Additional Management Fee, (4) the City payment measured by the County Building Authority Bond Debt Service, as described in the said agreement, and (5) by paying the excess monies to the L.C. Walker Arena Repair and Replacement Reserve Fund.
- e) The City shall receive four season tickets for admission for the purpose of monitoring compliance with this agreement, the Arena Management Agreement and the Arena Concessions Agreement, together with all other agreements entered into between the City, AMG, ACG, the Fury, any entity involved in the Arena, or contracts between AMG, ACG, and the Fury and any other entity, the said use of tickets to be without prejudice to the right of the City to monitor all activities at or inspect the Arena or its facilities or grounds at any time, regardless of the method of admission.

4. OTHER FACILITIES AND/OR SERVICES PROVIDED:

- a) Staffing City shall in connection with the operation of the building provide at no cost to the Fury the following staffing: ticket sellers, ticket takers, door guards, ushers, security, maintenance staff, Zamboni driver and ice repair assistant. Fury shall provide the following personnel for the operation of the hockey game -- medical services personnel, on ice and off ice officials (spot light operator, organist and/or any other special effects personnel).

City and Fury will work together and each will use their best efforts to create a user-friendly atmosphere which recognizes the importance of each and every customer using the facility. City and Fury shall cooperate to assure adequate training for all staff and personnel to enhance the image of the County and City of Muskegon Community L.C. Walker Arena and the Muskegon Hockey Club.

- b) Box Office Charges The Walker Arena is part of the Michigan Ticket Master system. The Arena shall operate a full service box office six (6) days a week, 10:00 a.m. to 5:30 p.m., and on Sunday event days. Tickets shall be available to be purchased over the phone using VISA or Mastercard. Fury shall pay to the manager for the account of the City fees for ticket master services as follows:
 - i) A flat \$0.05 for all tickets issued by the box office, payable to the City immediately after the applicable game or event.

ii) Bank charges for VISA and Mastercard services. City will cause AMG to use its best efforts to negotiate the most competitive rates for such purchases. charges. The said amounts shall be paid to the City or AMG, whichever has incurred them without reimbursement.

- c) Office Space/Gift Shop/Storage City shall provide Fury with office and/or gift shop space (including storage areas) equal to 3,000 square feet which will be finished to provide comparable office/retail space which shall be accessible to the public during regular business hours and Saturdays and Sundays on days when games are scheduled. On game days, City shall make available reasonable concourse space to facilitate merchandise/ novelty sales during games. City shall provide in connection with the space sufficient heat, air conditioning, electricity and sewer and water utilities. The Fury shall be responsible for all repairs, maintenance, and cleaning of the space with the exception that City shall be responsible for all mechanical repairs for the utilities.
- d) Parking All staff, players and owners will be allowed parking access to the arena lot immediately adjacent to the arena building along Shoreline Drive.
- e) Music Services. Fury shall be responsible for ASCAP, BMI, and any other licensor of music, in connection with the operation of games. Such licenses shall not include the use of music at events other than scheduled hockey games.

5. **PARKING FOR SEASON TICKET HOLDERS:** Muskegon Hockey Club, Inc. shall have the option to sell season ticket holders half price parking booklets good for hockey games only. The wording on the booklets is subject to Arena/City approval. Printing will be the responsibility of the Muskegon Hockey Club, Inc. and all proceeds of the sale books will be forwarded to the City. Such money is due within (5) working days of regular season opening game.

6. **ARENA ADVERTISING/PROGRAM AND NOVELTY SALES:** The Muskegon Hockey Club, Inc. shall have the exclusive right to sell and shall retain one hundred (100%) percent of the proceeds for advertising for dasher boards, the corporate sponsor board, Fourth Street lobby sponsor board sign, Zamboni signs, on ice-logos, 100% shots on goal sign, player benches, penalty boxes, banners and promotions conducted during the course of Fury's games, limited however to activities related to the professional hockey games carried on by the Fury. The Muskegon Hockey Club, Inc. shall have the exclusive right to sell and shall retain fifty (50%) percent and City shall receive fifty (50%) percent (after costs of production and sales commission) of all remaining professional hockey related fixed signage advertising within the L.C. Walker Arena which shall include but not be limited to such items as the scoreboard, fixed signage within the building, steps, turn stiles and all other such professional hockey related advertising as shall be mutually developed and agreed to between the parties. Such advertising shall also include all professional hockey related advertising mutually agreed to be sold on the exterior of the building and a building sponsorship program if mutually agreed.

The parties mutually agree to use their best efforts in order to generate and maximize advertising revenue within the facility. The parties hereto recognize that it is essential to coordinate advertising with concessionaires, users and activities sponsors and promotional events during hockey games and at other events.

Muskegon Hockey Club, Inc. shall have the exclusive right to the sale of programs and souvenir and novelty items on the concourse during hockey games and in the office/gift shop during business hours. The Muskegon Hockey club shall have the right to retain one hundred (100%) percent of the revenues generated by these activities.

7. SCHEDULING AVAILABILITY: By May 1st of each year of the contract the Fury will submit a list of available play dates during the hockey season as shall be determined by the United Hockey League to play the home dates as required by the United Hockey League.

At least 50 dates will be submitted. Included in these dates will be at least 22 Saturday, 15 Fridays and 5 Sundays after the close of the National Football League season. In addition, at least three (3) dates will be made available between December 26th and January 1st of each year.

City will utilize its best efforts to maintain good date availability for all play off dates which cannot be scheduled in advance of the season.

8. INSURANCE AND INDEMNITY:

A. Fury shall obtain and retain throughout the term of this lease insurance coverage of and for all claims arising out of or resulting from Fury's use of the L.C. Walker Arena, which coverage shall include the following. Each policy shall contain the provision that no cancellation shall be effective unless thirty (30) days advance written notice is given by the carrier to the City of Muskegon. All insurance policies shall name the City, the Muskegon County Building Authority and Muskegon County as additional insureds and loss payees:

- i) Broad form comprehensive general liability insurance including:
 - (a) Premises/operations, (b) Products/Completed operations hazard, (c) Broad form contractual, and (d) Personal injury.This general liability insurance shall provide the following limits of liability: \$3,000,000.00 (\$1,000,000.00 primary and \$2,000,000.00 umbrella).
- ii) Comprehensive automobile liability insurance for all owned and non-owned vehicles used on behalf of the Fury in amounts not less than \$1,000,000.00 for bodily injury and property damage, and including loading and unloading hazards.
- iii) Worker's compensation insurance providing statutory coverage for the State of Michigan.

- iv) Such additional insurance which City may reasonably require from time to time.
 - v) Certificate of insurance in a form satisfactory to City of Muskegon, the County Building Authority and the County of Muskegon shall be filed with City at least thirty (30) days prior to the commencement of the Fury's use under this agreement.
- B. Fury agrees that it will indemnify and hold and save the City of Muskegon, the County Building Authority and the County of Muskegon whole and harmless of, from and against all claims, demands, actions, damages, loss, costs, liabilities, expenses and judgments incurred by, recovered from or imposed on or against them or any of them on account of any injury or damage to person or property to the extent that any such damage or injury may be incident to, arise out of, or be caused, either proximately or remotely, wholly or in part, by an act, omission, negligence or misconduct on the part of the Fury or any of its agents, servants, employees, contractors, patrons, guests, licensees or by or of any other person entering upon the L.C. Walker Arena with either the express or implied invitation or permission of Fury, or when any such injury or damage is the result, proximate or remote, of the violation by Fury or any of its agents, servants, employees, contractors, patrons, guests, licensees or invitees of any law, ordinance or governmental order of any kind, or when any such injury or damage may in any other way arise from or out of the occupancy or use by Fury, its agents, servants, employees, contractors, patrons, guests, licensees or of any portion of the L.C. Walker Arena. Such indemnification of the above entities by the Fury shall be effective unless such damage or injury results from the sole negligence of the City, County Building Authority or the County of Muskegon. Fury covenants and agrees that in case the City, the County Building Authority or the County shall be made a party to any litigation commenced by or against Fury or relating to this agreement or to the portion of the L.C. Walker Arena subject to this agreement, then Fury shall and will pay all costs and expenses, including reasonable attorneys' fees and court costs, incurred by or imposed upon them, their officers, officials, agents, employees, volunteers or attorneys by virtue of any such litigation.
9. RELEASE OF HAZARDOUS MATERIALS: The Fury shall not cause or allow the release of hazardous materials or pollution as defined by any local, state or federal law or regulation to occur upon the premises. In the event of such release, the Fury shall be responsible for any and all costs, including cleanup, penalties, fines or damages to third parties. The Fury agrees to indemnify it and hold harmless the City, the County Building Authority and the County of Muskegon from any such exposures or costs.
10. PRACTICE ICE/TRAINING CAMP: The hockey team shall have daytime use of the ice rink for practices of two (2) hours per day between the hours of 9 a.m. and 3 p.m. when no special event is scheduled in the arena.

City shall also make available without charge ice required for training camp to be conducted between October 1st and October 15th of each year of the lease. The ice floor shall be available for other uses during training camp between the hours of 9:00 a.m. and 3:00 p.m.

11. **LIABILITY/RESPONSIBILITY:** City assumes no responsibility whatever for any property of Fury placed in said building and City is expressly relieved and discharged from any and all liability for any loss, injury or damage to persons or property that may be sustained during the effective date of this contract by reason of the occupancy and operation of said building or any part thereof under this agreement.

12. **DEFAULT:** Fury covenants that if any default is made in the payment of fees or any part thereof at the time specified in this contract, or if any default is made in any of the covenants or agreements herein contained, or if Fury cancels this agreement for any cause, the provisions of this contract shall cease and terminate at City's option, and the Fury may be put out of the premises by appropriate legal proceedings. Further, and in addition, should the Fury be in default with regard to payments or fees due hereunder or other default occur, the City shall be allowed, without initiating legal proceedings against Fury and without verbal or written notice to Fury, to take such money from box office receipts due Fury and to withdraw from and/or to be relieved of City's responsibilities under this agreement. Upon default, City may cease providing any or all services called from this agreement. Fury shall save City harmless from any and all claims or actions for damages or injunctions.

13. **FEES AND EXTRA SERVICES:** Any sum due City from Fury for use of the premises or any accommodations, extra services, material or cost of repair, shall be a first lien on the box receipts and on any property of the Fury which may be in the L.C. Walker Arena and Conference Center.

14. **COMPLIANCE WITH LIQUOR LAWS:** Fury acknowledges that all of the L.C. Walker Arena and Conference Center is a "licensed premises" under the Michigan Liquor Control Act. Fury covenants that it will not do or permit to be done anything which will violate the terms and conditions of said Liquor License or the regulations of the Michigan Liquor Control Commission.

15. **ENTRANCE:** All articles, exhibits, fixtures, materials, displays, etc., shall be brought into or out of the building at such entrances and exits as designated by the Arena Operations Manager.

16. **TERMINATION:** The Fury agrees upon the termination of this agreement, it shall vacate the Arena leaving it in the same condition as it existed on the date of this agreement except for the consequences of ordinary use and wear thereof and damage by the elements or fire or other casualty.

17. **RELATIONSHIP OF PARTIES:** No provision of this Agreement herein contained shall be construed by the parties or by any other person as one creating a partnership or a joint venture between the parties as to the use of the Arena by the Fury or as to the operation of the Fury's business in the Arena, it being the intent of the parties that this Agreement is solely that of a

contract for the use of a portion of the premises owned by the City and known as the L.C. Walker Arena and Conference Center.

18. REMOVAL OF PROPERTY: Personal equipment in connection with the Fury's hockey activities belonging to the Fury shall be removed from the Arena at or before the termination of this Agreement. Said property shall not include advertising facilities, fixtures, locker room or ice arena equipment, non-removable signage, advertising or messages, score boards, tables, platforms, benches, seating or any property except the personal belongings of the Fury and its personnel. All such excepted property shall be and is the property of the City and shall not be removed from the building.

19. NUMBER OF PATRONS: Fury shall fully cooperate with City and shall not cause to be admitted to the premises a larger number of persons than the rated capacity of the individual areas hereby leased. Maximum capacities shall be established as mandated by the City of Muskegon Fire Department.

Capacities may be reduced due to setups or obstructions.

20. PUBLIC AREA OBSTRUCTIONS PROHIBITED: No portion of the sidewalks, ramps, entries, corridors, passageways, vestibules, halls, lobbies, stairways, aisles, or access to public utilities of the L. C. Walker Arena and Conference Center shall be obstructed by Fury or used for any purposes other than for ingress or egress from the leased premises.

21. PUBLIC SAFETY: Fury agrees that at all times they will conduct their activities with full regard to public safety, and will observe and abide by all applicable regulations and requests by City and duly authorized governmental agencies responsible for public safety.

22. FLAMMABLE MATERIALS: Materials used for decorative purposes must be treated with flame proofing and approved by the Muskegon Fire Department. Nor shall Fury, without written consent of the Building Manager and approval of the appropriate City official, such as the fire marshal, building inspector or other appropriate official, place or operate any engine or motor or machine on the premises, or use oils, burning fluids, kerosene, propane, or gasoline, or any other flammable chemical for mechanical or other purposes.

23. CONDITION OF PREMISES: The Fury shall have examined the premises prior to the execution of this Agreement and are presumed to be satisfied with the physical condition of the premises. The Fury, by entering into this Agreement and the usage of the Arena, agrees that the premises is in a safe, sanitary condition and in good repair.

24. PERMITS, LICENSES AND COPYRIGHTS: Fury agrees to obtain and pay for all necessary permits and licenses required by Federal, State or local laws. Fury warrants that all copyrighted material to be performed has been duly authorized or licensed by the copyright owners or their representatives and agrees to indemnify and hold harmless the City, County Building Authority and County of Muskegon from any and all claims, losses, expenses, including legal fees, which might arise from any such permits, licenses and copyrights.

25. RIGHT TO INSPECT: City reserves the right to inspect and control all events being held on premises.

26. COMPLIANCE WITH LAW: Fury shall not conduct, or permit to be conducted on the premises, any performance or activity which, either by speech, song, music or other conduct, is in violation of the laws of the United States, the State of Michigan, or the rules and regulations of the L. C. Walker Arena and Conference Center.

27. ASSIGNMENT: The parties understand that the all the City's duties under this agreement may be performed by the City or its Manager retained under a separate operations management agreement. The Fury agrees to look to the Manager for all City responsibilities.

28. UNAVAILABILITY OF FACILITIES: In the event that the facilities herein rented or any portion thereof are not available for occupancy upon commencement or during the term of this Agreement due to fire, casualty, acts of God, strikes or national emergency or other cause beyond the control of the City, this permit and the obligations of the Fury and the Fury herein shall terminate. The Fury hereby waives any claim against the City for damages by reason of such termination. The parties understand that a major renovation project is being carried on in the Arena which project is funded by the Muskegon County Building Authority Bond Issue. The improvements include new ice floor and ice making equipment, expanded and improved seating, and other major improvements to the Arena. The Fury agrees that it has inspected the plans, and construction timing, for the said project and states further that it intends to accommodate same and can carry on its season activities with said renovations in progress. Physical adjustments, short of total inability to use the Arena, caused by the renovation project shall not be considered occasions for the refund of any fees or payments.

29. BREACH OF AGREEMENT: In the case of the breach of any one or more of the terms of this Agreement by Fury, Fury's right to the use of the premises shall terminate without notice or demand. Upon the termination of this Agreement, Fury agrees to vacate the premises immediately. The parties agree that the City is in full control of the premises and may refuse admission to or put out any person including Fury for good cause. No action by the City under this paragraph shall cause forfeiture of any fees or payments due the City.

30. BINDING EFFECT: Each and every term of this contract shall be binding upon the parties and their successors and assigns, and cannot be varied or waived by any oral representations or promise of any agent or other person of the parties hereto, unless the same be in writing and mutually signed by the duly authorized agent or agents who executed this.

31. LEGAL CONSTRUCTION: This Agreement shall be governed by the laws of the State of Michigan.

32. ENTIRE AGREEMENT: The parties hereto agree that all of their agreements are fully set forth herein and that no oral statement or representations of any kind have been made upon which either party shall have the right to reply. This shall not limit the City from imposing any

reasonable additional rules or regulations which may be necessary in the best interest of the operations of the facilities.

IN WITNESS WHEREOF, The City and Fury have caused this indenture to be executed the day and year first above written.

WITNESSES:

CITY OF MUSKEGON

Shauna Hull
Shauna Hull

Linda Potter
Linda Potter

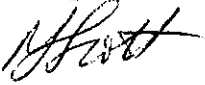
By Fred J. Nielsen
Fred J. Nielsen
Its Mayor
And Gail A. Kunderger
Gail A. Kunderger
Its Clerk

MUSKEGON HOCKEY
CLUB, INC.

Keith Williams
KEITH WILLIAMS

Leisha Kelley
Leisha Kelley

By Anthony Lisman
Anthony Lisman
Its President
And Terry Ficorelli
TERRY FICORELLI
Its VICE PRESIDENT

Date: May 2, 2001
To: Honorable Mayor and City Commissioners
From: Ric Scott 
RE: Arena Concession Contract

SUMMARY OF REQUEST:

To approve the attached contract for concessions at Walker Arena with Arena Concessions Group

FINANCIAL IMPACT:

An increase of about \$8,500

BUDGET ACTION REQUIRED:

None

STAFF RECOMMENDATION:

Approve

COMMITTEE RECOMMENDATION:

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

Assessor
231/724-6708
FAX/726-5181

Cemetery
231/724-6783
FAX/726-5617

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

Clerk
231/724-6705
FAX/724-4178

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

Engineering
231/724-6707
FAX/727-6904

Finance
231/724-6713
FAX/724-6768

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

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

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

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

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

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

Inspection Services
231/724-6715
FAX/726-2501

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

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

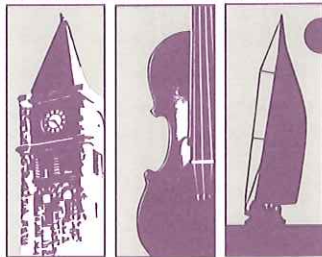
Public Works
231/724-4100
FAX/722-4188

Treasurer
231/724-6720
FAX/724-6768

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

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

MUSKEGON



West Michigan's Shoreline City

Date: May 2, 2001

To: Honorable Mayor and City Commissioners

From: Ric Scott *[Signature]*

Re: Arena Concession Contract

The Arena concession contract expires in June. Staff has negotiated a new contract with the current concessionaire, Arena Concessions Group. Staff recommends that you approve the attached contract and authorize the Mayor and Clerk sign the agreement.

There are several changes to the current contract. The City will receive 55% of all third party concessionaires in the building as compared to the current 30%. There will be no tobacco sales. We will get 25% of the vending sales. We will also have the ability to modify percentages for individual events if it will bring in events that would not come otherwise.

We estimate that it will generate about \$8,500 in additional revenue depending on the number of events and the sales at events. The term of the agreement is the same as the management contract.

Staff requests that you approve the contract and authorize the Mayor and Clerk sign the agreement.

Thank you for your consideration.

CONCESSION AGREEMENT

2001-55(b)

THIS AGREEMENT made and entered into the 8th day of May, 2001, by and between the CITY OF MUSKEGON, a municipal corporation, of 933 Terrace Street, Muskegon, Michigan 49440 (hereinafter referred to as "City"), and ARENA CONCESSIONS GROUP, a Michigan Limited Liability Company, of 955 Fourth Street, Muskegon, Michigan 49440 (hereinafter referred to as "ACG").

In consideration of the mutual undertakings, conditions, promises and agreements hereinafter set forth, said parties hereto, mutually agree as follows:

1. **Grant of Concessions.** The City grants to ACG exclusive concessions privileges, except for the sale of novelties and programs in the L.C. Walker Arena and Conference Center (hereinafter referred to as "Arena") for the term set forth herein. In connection therewith, the City will make available to ACG customary and reasonable areas of the Arena to maximize concession sales. These areas are subject to reasonable modification by the City as renovations to the Arena may alter the available concession areas. It is understood that neither ACG, its affiliates, or any third party shall sell tobacco products in or around the Arena

2. **Obligations of ACG.** ACG, its employees and representatives shall conduct their activities and treat the invitees of the Arena in a professional, respectful, customer service oriented manner at all times, including, without limitation, the activities of any third party vendor. The City reserves the right to request the termination of employment or association of any employee or third party vendor who, in the sole determination of the City, does not comply with these requirements, provided such termination shall be lawful.

ACG will be responsible to provide all equipment, staffing, supplies and product necessary to operate the concessions in a manner consistent with similar buildings.

3. **Rent for Office.** In addition to other payments in this agreement, which are considered additional rent, ACG shall pay rent to the City in the amount of Five Hundred Dollars (\$500) per month for the use of office space, to be located as defined on an exhibit to this agreement

4. **Obligations of City.** The City will provide ACG with reasonable access to the designated concession areas.

5. **Term of Agreement.** This agreement shall be effective for a period of two (2) years commencing on June 11, 2001, and ending on June 10, 2003. There shall be three automatic one year renewal terms thereafter, for a total of five years, including the original two year term. Notwithstanding the foregoing, this agreement may be canceled by the either party without cause by notice given on or before the January 1 last occurring

before the end of the original or any renewal term. Cancellations for cause may be at any time.

6. **Deposit of Proceeds with the City.**

6.1 **Revenues from Concessions operated by ACG.** ACG shall deposit with the City within 48 hours of the close of any event the entire gross revenues, including without limitation amounts contracted for on credit or by credit or debit card arrangements, after payment of state, federal, city or other governmental sales, use or excise taxes imposed on or directly incurred by virtue of the receipt of said proceeds, (not including, for instance, payroll taxes), of all concession sales, transactions except those referred to in subsection 6.2, which shall be held and utilized by the City as set forth in the Operations and Management Agreement with Arena Management Group. Whenever the terms Agross sales,≡ Agross revenues,≡ Agross sales revenues,≡ A gross receipts,≡ are used, they mean the same thing--that is, all monies received by ACG or its affiliates from their concession activities or those of its affiliates, the sole exception being the arrangements for concessions in the Hockey Agreement between the City and the Fury. The amounts payable shall also, without limitation, include all monies found in and received from vending machines of any kind.

6.2 **Revenues from Unaffiliated Vendors.** ACG shall deposit with the City within 48 hours of the close of any event the entire gross revenues received or receivable by it from concessions operated by unaffiliated third party vendors "Gross sales revenues≡ are understood to mean, in the case of a bona fide unaffiliated third party vendor which contracts with ACG or AMG or their affiliates, all monies received by ACG or AMG or their affiliates as a percentage of the third party=s sales revenues, or rentals or other payments from the third party and where the unaffiliated third party retains its remaining sales revenues. In such case, Agross sales revenues≡ does not include the unaffiliated third party vendor=s revenues which it retains. Provided, the City shall have the right, without notice, to demand and receive full examination of every third party vendor arrangement, including all documents and writings and information of any kind, which arrangement occurs or is agreed at any time for concessions or sales in the Arena or the Arena Annex, and further the City reserves the right of prior or contemporaneous approval concerning any such arrangement or contract. Continuing with any such arrangement when City approval has been denied shall constitute a breach of this agreement and cause for immediate termination by the City.

6.3 **Failure to Make Deposit.** Failure to make timely deposits of any concession revenues, regardless of the source, shall entitle the City to charge against ACG penalties and interest, not to exceed 7% per annum, based on the number of days late the deposit is made. Repeated failures to make timely deposits shall be cause for termination.

7. **Compensation:** In consideration of this agreement, the City will pay to ACG the following amounts:

7.1 70% of the gross revenues derived from all food and non-alcoholic beverage concessions, except vending machines.

7.2 57 1/2% of the gross revenues derived from alcoholic beverage concessions, less all state, federal, city or other governmental sales, use or excise taxes imposed, except for alcohol sales made in the Arena annex.

7.3 75% of the gross revenues derived from alcoholic beverage concessions less all state, federal, city or other governmental sales, use or excise taxes imposed, from alcoholic beverage sales consummated in the Arena annex.

~~7.4 80% of gross sales revenues derived from the sales of cigarettes, cigars and other tobacco products less any of the taxes above.~~

7.4 75% of all vending machine gross revenues.

7.5 In the case of any unaffiliated third party vendor concession, the City's share of the gross proceeds shall be 55% of the gross revenues received by ACG or its affiliates. ACG shall not enter any agreement with a third party vendor which provides for receipt by ACG or its affiliates of less than 40% of the third party vendor's gross revenues.

7.6 The City may agree, solely on a case by case basis and in its sole discretion, to pay ACG or its affiliate a different percentage of revenues from that set forth in this section 7. Any such agreement shall be made solely through the City Manager, unless notice in writing from the City Manager authorizes another City representative to negotiate such a change for a single case.

7.7 The said payments to ACG shall be paid by the 15th day of every month, to be adjusted within five (5) days of the receipt by the City of the accounting set forth in the next subsection.

8. **Accounting.** ACG shall provide evidence of its gross receipts by an accounting method, subject to the reasonable approval of the City, to reflect all sales and the above taxes. ACG shall submit and furnish to the City, within ten (10) days after the close of each calendar month, a true and correct statement setting forth gross receipts derived by ACG from the L.C. Walker Arena and Conference Center during the preceding month, indicating separately thereon the deduction for all city, state, federal or other governmental sales, use or excise taxes, all payments made to date to the City, and the balance due, if any. At any time, upon reasonable notice, the City may examine the books

and records of ACG or any affiliate of ACG, said examination to be made by the City or any person or firm designated by it. At least annually, ACG shall deliver to the City financial statements, including balance sheets, income and expense, and profit and loss statements, which are truly reflective of the condition and financial transactions of ACG, and, without limitation, which show in detail the revenues, expenses cash flow and results of all concession and vending machine operations and third party concession operations.

9. **Administration by the City.** The City may utilize the services of its employees and officers, or its agent, Arena Management Group, in the City=s sole and continuing discretion, to administer the receipts and disbursements arising out of the this agreement.
10. **Insurance.** ACG shall purchase and maintain in effect during the term of this contract the following minimum insurances:
 - a. Worker's Compensation Insurance meeting minimum statutory requirements.
 - b. Commercial General Liability Insurance with \$1,000,000 per occurrence.
 - c. Products Liability Insurance specifically addressing food service, with \$1,000,000 per occurrence.
 - d. Comprehensive Automobile Liability Insurance with \$1,000,000 per occurrence.

All policies of insurance shall be subject to approval by the City as to form and issuing company. The City and the County of Muskegon shall each be named as an additional insured on all policies of insurance, with the exception of Worker's Compensation Insurance. ACG shall furnish the City with copies of insurance certificates evidencing that it maintains at least the insurance coverage required hereunder, and which shall contain the following or equivalent clause:

Before any reduction, cancellation, modification or expiration of the insurance policy, thirty (30) days prior written notice thereof shall be given to the City, and the County of Muskegon. Policies written on a claims-made basis shall be renewed annually for two (2) years following termination of the contract, with the City and the County of Muskegon named as an additional insured and all parties provided with a renewal certificate of insurance.

ACG IS NOT AUTHORIZED TO PROCEED WITH SERVICES UNTIL ALL INSURANCE CERTIFICATES HAVE BEEN RECEIVED AND ACCEPTED BY THE CITY.

10.1 Third Party Insurance. ACG shall require any third party which carries on activities in the Arena or Annex to have comparable insurance which covers, as additional insureds, the City, the County, and the County Building Authority. In addition, ACG shall require and verify that every such third party have in effect Workers Compensation Insurance in the full amount required by Michigan law.

11. **Indemnification.** ACG shall, to the maximum extent permitted by law, indemnify and hold harmless the City and the County of Muskegon, their managers, directors, officers, employees, agents and contractors from and against any and all losses, damages, claims, liability, settlements, costs and expenses incidental thereto (including costs of defense, settlement and actual and reasonable attorney fees) which any or all of them may hereinafter occur, be responsible for, or pay out as a result of injuries (including death) to any person, damage (including loss of use) to any property (public or private), contamination of or adverse effects on the environment or any violation or alleged violation of any statutes, ordinances, orders, rules or regulations or any governmental entity or agency which arise out of or are in any way connected with: (i) the negligent acts or negligent omissions of ACG, ACG's employees, agents and contractors and their employees and agents; (ii) ACG's breach of any term or provision of this agreement; (iii) the City's failure to comply with applicable federal, state and local laws, ordinances, and regulations.
12. **Independent Contractor.** ACG, while acting for the City under this agreement, shall have the status of an independent contractor, not of an agent or employee. ACG shall have no right or power to enter into any contract or commitment on behalf of the City. ACG shall be solely responsible for the compensation, benefits, contributions and taxes, if any, of its employees, agents and subcontractors. If the City shall be required by law to pay any contribution, tax or penalty because of ACG's failure to do so, ACG shall forthwith reimburse the City for the entire amount so paid by it.
13. **Subcontractor Representative.** ACG shall designate in writing a person to act as ACG's representative with respect to the services to be performed under this agreement. Such person shall have complete authority to transmit instructions, receive instructions, receive information, interpret and define subcontractors policies and decisions with respect to the services.
14. **Subcontracts.** ACG shall not delegate the performance of the services nor retain any contractor to perform any of the services required under this agreement without first obtaining the written consent of the City.
15. **Rules and Regulations; Public Safety.** ACG agrees that it will at all times conduct its activities in observance of all applicable federal, state and local regulations as may be required for the safety of its employees and the invitees to the L.C. Walker Arena and Conference Center. In addition, the City reserves the right to promulgate additional rules and regulations which ACG agrees to abide by in the interest of promoting public safety and efficiency in the performance of services under this agreement.

ACG further represents and agrees that all food service preparation and food service activities (whether on site or off site) shall comply with all rules and regulations of the Michigan Department of Health and the Muskegon County Health Department. It shall abide by and prevent any violation of the statutes and rules pertaining to alcoholic beverages in effect at all times.

16. **Entire Agreement.** This agreement, together with any rules or regulations promulgated by the City, constitutes the entire understanding and agreement between the parties relating to the providing of services by ACG to the City and supersedes any and all prior agreements, whether written or oral, that may exist between the parties. This agreement may be amended only by a written instrument signed by the parties hereto.
17. **Governing Law.** This agreement is subject to and is to be construed according to the laws of the State of Michigan.
18. **Assignment, Successors and Assigns.** This agreement shall not be assigned by ACG without first obtaining the written consent of the City. It is agreed between the parties that the services of ACG are unique and such consent to the assignment may be withheld for any reason. This agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors and assigns.
19. **Severability.** If any provision of this agreement is deemed invalid, illegal or unenforceable in any jurisdiction: (i) such provision shall be deemed amended to conform to applicable laws of such jurisdiction so as to be valid and enforceable, or if it cannot be so amended without materially altering the intention of the parties, it will be stricken; (ii) the validity, legality and enforceability of such provision will not in any way affect or impair the remainder of this agreement which will remain in full force and effect.
20. **Survival.** All obligations arising prior to the termination of this agreement and all provisions of this agreement allocating responsibility or liability between the City and ACG shall survive the completion of services hereunder and the termination of this agreement.
21. **Waiver.** Waiver by the City of any breach of this agreement, or the failure of the City to enforce at any time, or for any period of time, any of the terms and conditions of this agreement, shall be limited to the particular circumstance and shall not operate or be deemed to waive any future breaches of this agreement and shall not be construed to be a waiver of any provision, except for the particular instance.

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

By Fred J. Nielsen
Fred J. Nielsen, Mayor

And Gail A. Kunderger
Gail A. Kunderger, City Clerk

By Richard L. ...

Its Member

Shawna Hull
Shawna Hull

Linda Potter
Linda Potter

Leisha Kelley

~~Keith Williams~~
Keith Williams

Date: May 8, 2001

To: Honorable Mayor and City Commissioners

From: Finance Director

RE: DDA Bond Refunding – Notice of Intent Resolution

SUMMARY OF REQUEST: As explained more fully in the attached memorandum, it is in the City's best interest to refund the outstanding Series A and Series D DDA bonds which were originally issued in 1990. As proposed, the current DDA bonds would be refunded with limited full faith and credit (LTGO) obligations issued by the City. The first step in this process is adoption of the attached resolution. This resolution 1) authorizes staff to make application to the Michigan Department of Treasury and, 2) notifies the public of the City's intent to issue bonds. Upon adoption of this resolution public notice will be placed in the *Muskegon Chronicle* advising citizens that LTGO refunding bonds will be issued without referendum unless a petition requesting an election is filed with the City Clerk within forty-five (45) days. The petition must be signed by at least ten percent of the City's registered voters.

FINANCIAL IMPACT: The only immediate cost associated with this action is the cost of publication in the *Chronicle*. If the refunding is completed, interest savings (on a net present value basis) are projected to be \$1,525,000. This will help free up DDA tax increment dollars for use on other downtown projects.

BUDGET ACTION REQUIRED: None at this time. The cost of the newspaper publication can be covered within the current budget. Once bonds are sold, debt service will be paid by DDA tax increments over the life of the bonds (18 years).

STAFF RECOMMENDATION: Approval of the attached resolution.

COMMITTEE RECOMMENDATION: There is no committee recommendation for this item.

Founded in 1852
by Sidney Davy Miller

Sidney T. Miller (1864-1940)
George L. Canfield (1866-1928)
Lewis H. Paddock (1866-1935)
Ferris D. Stone (1882-1945)

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

MILLER CANFIELD

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

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

MICHIGAN: Ann Arbor
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Howell • Kalamazoo
Lansing • Monroe • Troy

New York, N.Y.
Washington, D.C.
POLAND: Gdynia
Katowice • Warsaw

AFFILIATED OFFICE:
Pensacola, FL

May 2, 2001

** City Clerk
Please Note*

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

Via Email

Dear Tim:

As per your request, please find herewith enclosed a resolution of the City Commission and of the DDA respecting the proposed DDA refunding. The City Commission resolution will contain the notice of intent form which should be published once in the Muskegon Chronicle in large point type taking up no less than one-quarter of the page upon which it appears. *

The DDA resolution will need a copy of the estimated tax increments attached thereto as Exhibit A.

Please return three certified copies of each resolution to me at your convenience. *

In the interim, I would ask Warren to prepare the necessary Notice of Intent forms to file with the Municipal Finance Division.

As I indicated, our preliminary tax analysis is that the City may use the SBX proceeds for additional capital improvements without reducing the amount of the refunding bond issue.

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

Very truly yours,

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

By: _____
Joel L. Piell

Enclosures

cc: Mr. Warren M. Creamer, III (w/enclosures) (Via Email)

DELIB:2232137.1\063684-00024

Memo

To: City Commission DDA Board Members
From: Finance Director
Date: May 2, 2001
Re: DDA Bond Refunding

In 1990, the City's Downtown Development Authority (DDA) issued two series of bonds:

- \$4,100,000 Series A Bonds secured and payable only through tax increment revenue generated in the DDA. Proceeds from the Series A bonds were used for various improvements at the Muskegon Mall and for development of the Western Avenue parking lot and adjacent structures.
- \$1,920,000 Series D Bonds payable through available DDA tax increments (after Series A) and secured by a corporate letter of credit from SPX. Proceeds from the Series D bonds were used to finance the public street entranceway into the Terrace Point property.

The City of Muskegon's full faith and credit (LTGO) *was not pledged* for either bond series and this (together with the fact that the DDA's cashflow was unproven) meant investors considered the bonds quite risky and demanded high interest rates on them (9.75% on Series A; 8.45% on Series D). Staff has looked closely at refunding possibilities in the past but rejected them primarily because the structure of the bonds and the complexities introduced with passage of Proposal A meant that the benefits of refunding would accrue primarily to the state and SPX rather than to the DDA or City. It was not felt prudent to pledge the City's full faith and credit (a necessary element of any refunding) to a deal that would mainly benefit others.

In recent weeks several factors have caused us to reanalyze this issue and we now believe that a DDA bond refunding is appropriate:

- Smartzone Development – Recently, the City was awarded a “Smartzone” designation for property within the DDA boundaries. Bond counsel has advised that with the current structure of the DDA bonds, tax increments generated by this new development would first have to go for payment of the series A/D bonds. There is little chance that excess increments would be available beyond current debt service requirements *without* a refunding of the current bonds.
- Interest Rates – Recent Federal Reserve actions have made interest rates extremely attractive. Our financial advisor (R.W. Baird) projects that the DDA bonds could be refunded (with the City's limited full faith and credit pledge) at a rate of 4.9%, down dramatically from the 9.75%/8.45% currently being paid on the Series A/D bonds, respectively. Interest savings generated would be \$1,525,276 on a present value basis. The drop in interest costs significantly improves the “coverage ratio” of tax increment revenues over debt service costs and reduces the risk that the City's general taxes would ever be required to supplement insufficient tax increments.
- Mandatory Sinking Fund – The 1990 deal contemplated that excess tax increments would be generated on an annual basis and would be set aside in a sinking fund so that on June 1, 2002 enough would be available to redeem all the outstanding Series A bonds. While excess increments never accumulated to the degree hoped for, there is about \$1 million in the mandatory sinking fund (from the early days of the DDA) that can be used to pay down the current Series A debt in conjunction with a refunding. The effect of this pay down is, again, to further reduce debt service requirements and further reduce the risk that the City's general taxes would ever be called on to supplement insufficient tax increments.
- Agreement With SPX – Under the present bond structure the key beneficiary of any interest savings is SPX since, to the extent additional tax increment dollars are made available, it reduces the risk that their corporate letter of credit will be called upon. Recognizing this, staff has met with SPX officials and reached an agreement that we believe is a “win-win” situation for both sides. Essentially, SPX has agreed to contribute to the City \$1.2 million in recognition of the added risk the City will assume in pledging its LTGO to the refunding bonds. SPX benefits by eliminating the letter of credit liability from its balance sheet and by eliminating the administrative nuisance attendant with the 1990 deal. In simplest terms, SPX is buying out of the deal.

There is some additional risk involved in pledging the City's LTGO but the alternative is to do nothing and be hamstrung by the structure of the 1990 bonds. In summary, we believe the proposed refunding will free up significant financial resources for furtherance of downtown development. These are resources that would otherwise go to pay excessively high interest costs. The first official step in moving this bond refunding forward is adoption of the Notice of Intent resolution included with your agenda packets.

Please let me know if you have any questions. Thank you.

DEVELOPMENT BOND
NOTICE OF INTENT RESOLUTION

City of Muskegon
County of Muskegon, State of Michigan

Minutes of a regular meeting of the City Commission of the City of Muskegon, County of Muskegon, State of Michigan, held on the 8th day of May, 2001, at 5:30 o'clock p.m. Eastern Daylight Savings Time.

PRESENT: Members Nielsen, Sieradzki, Spataro, Aslakson, Benedict,
Schweifler, and Shepherd

ABSENT: Members None

The following preamble and resolution were offered by Member

Schweifler and supported by Member Spataro:

WHEREAS, the City of Muskegon (the "City") intends to authorize the issuance of limited tax general obligation bonds, in an amount not to exceed Four Million Five Hundred Thousand Dollars (\$4,500,000) for the purpose of refunding certain bonds originally issued by the Downtown Development Authority of the City of Muskegon (the "Authority") to defray part of the cost of implementing a portion of the development plan prepared and adopted by the Authority; and

WHEREAS, a notice of intent to issue bonds must be published at least forty-five (45) days before the issuance of the aforesaid bonds in order to comply with the requirements of Section 5(g) of Act 279, Public Acts of Michigan, 1909, as amended;

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The City Clerk is hereby authorized and directed to publish a notice of intent to issue Bonds in the Muskegon Chronicle, a newspaper of general circulation in the City.

2. Said notice of intent shall be in substantially the following form:

NOTICE TO TAXPAYERS AND ELECTORS OF THE
CITY OF MUSKEGON OF INTENT TO ISSUE BONDS SECURED
BY THE TAXING POWER OF THE CITY AND THE
RIGHT OF REFERENDUM RELATING THERETO

PLEASE TAKE NOTICE that the City Commission of the City of Muskegon, County of Muskegon, Michigan, intends to issue and sell one or more series of limited tax general obligation bonds of the City in the total principal amount of not to exceed Four Million Five Thousand Dollars (\$4,500,000), for the purpose of refunding certain revenue bonds issued by the Downtown Development Authority of the City of Muskegon (the "Authority") for purposes of defraying part of the cost of a development program as prepared and adopted by the Authority in the City. Said bonds shall mature serially in not to exceed thirty (30) annual installments with interest payable on the unpaid balance at a rate of not to exceed 8% per annum or such higher rate as may be permitted by law.

SOURCE OF PAYMENT OF BONDS

THE PRINCIPAL OF AND INTEREST ON THE LIMITED TAX GENERAL OBLIGATION BONDS shall be payable primarily from anticipated tax increment revenue derived within the Authority and the bonds shall also pledge the limited tax full faith and credit of the City of Muskegon.

IN THE CASE OF THE INSUFFICIENCY OF SAID TAX INCREMENT REVENUES, THE PRINCIPAL AND INTEREST ON SAID BONDS SHALL BE PAYABLE FROM THE GENERAL FUNDS OF THE CITY OR, IF NECESSARY, FROM AD VALOREM TAXES LEVIED UPON ALL TAXABLE PROPERTY IN THE CITY, SUBJECT TO APPLICABLE CHARTER, STATUTORY AND CONSTITUTIONAL LIMITATIONS.

RIGHTS OF REFERENDUM

THE BONDS WILL BE ISSUED WITHOUT A VOTE OF THE ELECTORS UNLESS A PETITION REQUESTING SUCH A VOTE SIGNED BY NOT LESS THAN 10% OF THE REGISTERED ELECTORS OF THE CITY OR 15,000, WHICHEVER IS THE LESSER, IS FILED WITH THE CITY CLERK BY DEPOSITING IT WITH THE CITY CLERK WITHIN FORTY-FIVE (45) DAYS AFTER PUBLICATION OF THIS NOTICE. IF SUCH PETITION IS FILED, THE BONDS MAY NOT BE ISSUED WITHOUT AN APPROVING VOTE OF A MAJORITY OF THE QUALIFIED ELECTORS OF THE CITY VOTING THEREON.

THIS NOTICE is given pursuant to the requirements of Section 5(g), Act 279, Public Acts of Michigan, 1909, as amended.

Gail Kunding
City Clerk

3. The City Commission does hereby determine that the foregoing form of Notice of Intent to Issue Bonds and the manner of publication directed is the method best calculated to give notice to the City's taxpayers and electors of this City's intent to issue the bonds, the purpose of the bonds, the security for the bonds, and the right of referendum relating thereto, and the newspaper named for publication is hereby determined to reach the largest number of persons to whom the notice is directed.

4. The City Finance Director or the City Clerk be and are hereby authorized to file a notice of intent to issue an obligation with the Municipal Finance Division and to pay the fee relating thereto. Such officers shall also request waivers of good faith deposit and public sale respecting the proposed refunding bonds.

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

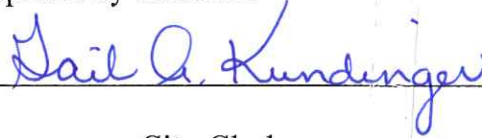
AYES: Members Sieradzki, Spataro, Aslakson, Benedict, Nielsen,
Schweifler, and Shepherd

NAYS: Members None

RESOLUTION DECLARED ADOPTED.

Jail A. Kundinger
City Clerk

I hereby certify that the foregoing is a true and complete copy of a resolution adopted by the City Commission of the City of Muskegon, County of Muskegon, State of Michigan, at a regular meeting held on May 8, 2001, and that said meeting was conducted and public notice of said meeting was given pursuant to and in full compliance with the Open Meetings Act, being Act 267, Public Acts of Michigan, 1976, and that the minutes of said meeting were kept and will be or have been made available as required by said Act.

A handwritten signature in blue ink, reading "Dail A. Kunder", is written over a horizontal line.

City Clerk

DELIB:2232018.1\063684-00024

City of Muskegon Downtown Development Authority, Michigan

Refunding of Downtown Development Revenue Bonds 1990A & D

Dated: June 1, 2001

Refinancing of 1990A & D Bonds with City's Full Faith and Credit Pledge

GROSS DEBT SERVICE COMPARISON

Date	Principal	Coupon	Interest	NEW D/S	OLD D/S	Savings	FISCAL TOTAL
6/01/2001	-	-	-	(983.84)	-	983.84	-
12/01/2001	-	-	94,355.00	94,355.00	246,691.25	152,336.25	153,320.09
6/01/2002	165,000.00	3.500%	94,355.00	259,355.00	376,691.25	117,336.25	-
12/01/2002	-	-	91,467.50	91,467.50	240,646.25	149,178.75	266,515.00
6/01/2003	175,000.00	3.600%	91,467.50	266,467.50	385,646.25	119,178.75	-
12/01/2003	-	-	88,317.50	88,317.50	233,902.50	145,585.00	264,763.75
6/01/2004	180,000.00	3.800%	88,317.50	268,317.50	393,902.50	125,585.00	-
12/01/2004	-	-	84,897.50	84,897.50	226,460.00	141,562.50	267,147.50
6/01/2005	190,000.00	3.950%	84,897.50	274,897.50	401,460.00	126,562.50	-
12/01/2005	-	-	81,145.00	81,145.00	218,318.75	137,173.75	263,736.25
6/01/2006	200,000.00	4.100%	81,145.00	281,145.00	413,318.75	132,173.75	-
12/01/2006	-	-	77,045.00	77,045.00	209,235.00	132,190.00	264,363.75
6/01/2007	200,000.00	4.200%	77,045.00	277,045.00	419,235.00	142,190.00	-
12/01/2007	-	-	72,845.00	72,845.00	199,452.50	126,607.50	268,797.50
6/01/2008	215,000.00	4.350%	72,845.00	287,845.00	429,452.50	141,607.50	-
12/01/2008	-	-	68,168.75	68,168.75	188,727.50	120,558.75	262,166.25
6/01/2009	225,000.00	4.450%	68,168.75	293,168.75	443,727.50	150,558.75	-
12/01/2009	-	-	63,162.50	63,162.50	176,848.75	113,686.25	264,245.00
6/01/2010	230,000.00	4.550%	63,162.50	293,162.50	1,546,848.75	1,253,686.25	-
12/01/2010	-	-	57,930.00	57,930.00	117,731.25	59,801.25	1,313,487.50
6/01/2011	240,000.00	4.650%	57,930.00	297,930.00	327,731.25	29,801.25	-
12/01/2011	-	-	52,350.00	52,350.00	107,493.75	55,143.75	84,945.00
6/01/2012	255,000.00	4.750%	52,350.00	307,350.00	337,493.75	30,143.75	-
12/01/2012	-	-	46,293.75	46,293.75	96,281.25	49,987.50	80,131.25
6/01/2013	265,000.00	4.850%	46,293.75	311,293.75	351,281.25	39,987.50	-
12/01/2013	-	-	39,867.50	39,867.50	83,850.00	43,982.50	83,970.00
6/01/2014	280,000.00	4.950%	39,867.50	319,867.50	363,850.00	43,982.50	-
12/01/2014	-	-	32,937.50	32,937.50	70,200.00	37,262.50	81,245.00
6/01/2015	295,000.00	5.050%	32,937.50	327,937.50	380,200.00	52,262.50	-
12/01/2015	-	-	25,488.75	25,488.75	55,087.50	29,598.75	81,861.25
6/01/2016	310,000.00	5.150%	25,488.75	335,488.75	395,087.50	59,598.75	-
12/01/2016	-	-	17,506.25	17,506.25	38,512.50	21,006.25	80,605.00
6/01/2017	325,000.00	5.200%	17,506.25	342,506.25	413,512.50	71,006.25	-
12/01/2017	-	-	9,056.25	9,056.25	20,231.25	11,175.00	82,181.25
6/01/2018	345,000.00	5.250%	9,056.25	354,056.25	435,231.25	81,175.00	-
12/01/2018	-	-	-	-	-	-	81,175.00
Total	4,095,000.00	-	2,005,667.50	6,099,663.66	10,344,340.00	4,244,656.34	✓

Robert W. Baird & Co.
Public Finance - REL

File = Refund01.sf Refund DDA 90 A & B GO-Issue Summary
4/24/2001 4:06 PM

City of Muskegon Downtown Development Authority, Michigan

Refunding of Downtown Development Revenue Bonds 1990A & D

Dated: June 1, 2001

Refinancing of 1990A & D Bonds with City's Full Faith and Credit Pledge

GROSS DEBT SERVICE COMPARISON

PRESENT VALUE ANALYSIS SUMMARY (GROSS TO GROSS)

Gross PV Debt Service Savings.....	3,037,104.85
Total Cash contribution.....	(947,747.00)
Transfers from Prior Issue DSR Fund.....	(565,066.00)
Contingency or Rounding Amount.....	983.84
NET PRESENT VALUE BENEFIT.....	\$1,525,275.69 ✓
NET PV BENEFIT / \$5,285,000 REFUNDED PRINCIPAL.....	28.860%

Robert W. Baird & Co.
Public Finance - REL

File = Refund01.ssf-Refund DDA 90 A & B GO-Issue Summary
4/24/2001 4:06 PM

RESOLUTION REQUESTING ISSUANCE OF BONDS

DOWNTOWN DEVELOPMENT AUTHORITY OF THE CITY OF MUSKEGON

Minutes of a special meeting of the Board of the Downtown Development Authority of the City of Muskegon, County of Muskegon, State of Michigan, on the 9th day of May, 2001, at 12:00 o'clock pm., Eastern Daylight Savings Time.

PRESENT: Members Roy, Jackson, Sawyer, Medendorp, Stone, Balzic,
and Mazade

ABSENT: Members Taylor, Cierpial, and Fethke

The following preamble and resolution were offered by Member
Mazade and supported by Member Sawyer:

WHEREAS, the Board of the Downtown Development Authority of the City of Muskegon (the "DDA") pursuant to Act 197, Public Acts of Michigan, 1975, as amended (the "Act"), and pursuant to the provisions of the Development Plan and Tax Increment Financing Plan of the DDA, as amended (the "Plan") approved by the City Commission of the City of Muskegon, (the "City"), has previously determined that it is necessary and expedient to acquire and construct certain improvements in the Development Area described in the Plan (the "Project"); and

WHEREAS, the DDA offered and sold its 1989 Downtown Development Limited Obligation Tax Increment Bonds, Series A-1 and Series D-1 (the "Prior Bonds"); and

WHEREAS, it is deemed reasonable and necessary to refund the Prior Bonds so as to take advantage of lower interest rates and that the City issue its limited tax general obligation bonds for purposes of effecting the refunding.

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

1. The DDA hereby requests the City to issue the Bonds in an amount not to exceed Four Million Five Hundred Thousand Dollars (\$4,500,000), pursuant to Section 16 of the Act and the DDA hereby agrees to pay to the City from tax increment revenues received by the DDA the amounts necessary to pay principal of and interest on the Bonds as they come due; provided, however, that to the extent the City Commission determines that it is in the best interest of the City to redeem all or any portion of the Bonds prior to maturity the DDA may, but shall not be required to, prepay its obligations authorized herein. In the event the funds of the DDA are insufficient to pay the principal of and interest on any Bonds as they become due, and the City pays such sums from its own funds, the DDA agrees to reimburse the City in whole for such payments from funds of the DDA as the same are received. The DDA further agrees to reimburse the City in whole any costs of the Project not financed from the proceeds of the Bonds, including, if necessary, the costs of issuance of the Bonds, and any publication costs or other costs incurred by the City.

2. The DDA hereby acknowledges that the City will issue its Bonds in reliance upon the agreement and promise of the DDA to pay to the City all of its available tax increment revenues up to the amounts necessary to pay the principal of and interest on the Bonds.

3. The DDA hereby certifies to the City that the estimated tax increment revenues shown on Exhibit A attached hereto are the DDA's best good faith estimate of said revenues.

4. The DDA hereby covenants to take all action within its control, to the extent permitted by law, necessary to maintain the exclusion of the interest on the Bonds from gross income for federal income tax purposes under the Internal Revenue Code of 1986, as amended (the "Code"), including but not limited to, actions relating to the rebate of arbitrage earnings and the expenditure and investment of proceeds of the Bonds and moneys deemed to be proceeds of the Bonds.

5. The Secretary of the DDA is directed to deliver a certified copy of this resolution to the City Clerk.

6. The Secretary or Chairman of the DDA is hereby directed, to file a notice of intent to issue an obligation with the Michigan Department of Treasury - Municipal Finance Division and request any waivers, if necessary.

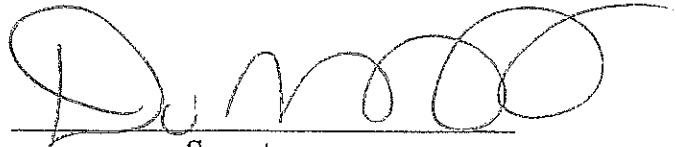
7. Each of the officers of the DDA is hereby authorized and directed to execute and deliver such documents, instruments and certificates necessary for the issuance and delivery of the Bonds.

8. All resolutions and parts of resolution in conflict with the provisions of this resolution are hereby repealed or amended to the extent of such conflict.

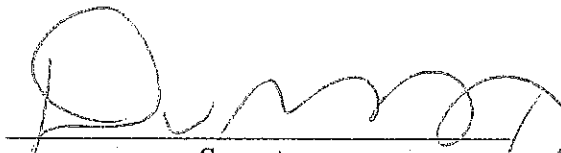
AYES: Roy, Jackson, Sawyer, Medendorp, Stone, Balzic, Mazade

NAYS: None

RESOLUTION DECLARED ADOPTED.


Secretary

I hereby certify that the foregoing is a true and complete copy of a resolution adopted by the Board of the Downtown Development Authority of the City of Muskegon, County of Muskegon, State of Michigan, at a special meeting held on May 9, 2001, and that said meeting was conducted and public notice of said meeting was given pursuant to and in full compliance with the Open Meetings Act, being Act 267, Public Acts of Michigan, 1976, and that the minutes of said meeting were kept and will be or have been made available as required by said Act.


Secretary

DELIB:2232028.1\063684-00024

933 Terrace Street
Muskegon, MI 49440

OFFICE 231-724-6705
FAX 231-724-4178

City of Muskegon Clerk's Office

Fax Cover Sheet

To: Ann McMullen From: Linda
Fax: _____ Pages: 2
Phone: _____ Date: 5-11-01
Re: _____ CC: _____

☐ Urgent ☐ For Review ☐ Please Comment ☐ Please Reply ☐ Please Recycle

Correction

should be Four Million Five Hundred Thousand.

Thanks,

Linda

City of Muskegon Clerk's Office

Fax Cover Sheet

To: Ann McMullen From: Linda
Fax: _____ Pages : 2
Phone: _____ Date: 5-9-01
Re: _____ CC: _____

☐ Urgent ☐ For Review ☐ Please Comment ☐ Please Reply ☐ Please Recycle

Please publish Saturday, 5-12-01,
in large point type taking
up no less than one-quarter
of the page upon which it
appears.

Thanks,
Linda

NOTICE TO TAXPAYERS AND ELECTORS OF THE
CITY OF MUSKEGON OF INTENT TO ISSUE BONDS SECURED
BY THE TAXING POWER OF THE CITY AND THE
RIGHT OF REFERENDUM RELATING THERETO

PLEASE TAKE NOTICE that the City Commission of the City of Muskegon, County of Muskegon, Michigan, intends to issue and sell one or more series of limited tax general obligation bonds of the City in the total principal amount of not to exceed Four Million Five Hundred Thousand Dollars (\$4,500,000), for the purpose of refunding certain revenue bonds issued by the Downtown Development Authority of the City of Muskegon (the "Authority") for purposes of defraying part of the cost of a development program as prepared and adopted by the Authority in the City. Said bonds shall mature serially in not to exceed thirty (30) annual installments with interest payable on the unpaid balance at a rate of not to exceed 8% per annum or such higher rate as may be permitted by law.

SOURCE OF PAYMENT OF BONDS

THE PRINCIPAL OF AND INTEREST ON THE LIMITED TAX GENERAL OBLIGATION BONDS shall be payable primarily from anticipated tax increment revenue derived within the Authority and the bonds shall also pledge the limited tax full faith and credit of the City of Muskegon.

IN THE CASE OF THE INSUFFICIENCY OF SAID TAX INCREMENT REVENUES, THE PRINCIPAL AND INTEREST ON SAID BONDS SHALL BE PAYABLE FROM THE GENERAL FUNDS OF THE CITY OR, IF NECESSARY, FROM AD VALOREM TAXES LEVIED UPON ALL TAXABLE PROPERTY IN THE CITY, SUBJECT TO APPLICABLE CHARTER, STATUTORY AND CONSTITUTIONAL LIMITATIONS.

RIGHTS OF REFERENDUM

THE BONDS WILL BE ISSUED WITHOUT A VOTE OF THE ELECTORS UNLESS A PETITION REQUESTING SUCH A VOTE SIGNED BY NOT LESS THAN 10% OF THE REGISTERED ELECTORS OF THE CITY OR 15,000, WHICHEVER IS THE LESSER, IS FILED WITH THE CITY CLERK BY DEPOSITING IT WITH THE CITY CLERK WITHIN FORTY-FIVE (45) DAYS AFTER PUBLICATION OF THIS NOTICE. IF SUCH PETITION IS FILED, THE BONDS MAY NOT BE ISSUED WITHOUT AN APPROVING VOTE OF A MAJORITY OF THE QUALIFIED ELECTORS OF THE CITY VOTING THEREON.

THIS NOTICE is given pursuant to the requirements of Section 5(g), Act 279, Public Acts of Michigan, 1909, as amended.

Gail Kunding
City Clerk

Affirmative Action

616/724-6703
FAX/722-1214

Assessor

616/724-6708
FAX/724-4178

Cemetery

616/724-6783
FAX/726-5617

Civil Service

616/724-6716
FAX/724-4055

Clerk

616/724-6705
FAX/724-4178

Comm. & Neigh.
Services

616/724-6717
FAX/726-2501

Engineering

616/724-6707
FAX/727-6904

Finance

616/724-6713
FAX/724-6768

Fire Dept.

616/724-6792
FAX/724-6985

Income Tax

616/724-6770
FAX/724-6768

Info. Systems

616/724-6706
FAX/722-4301

Leisure Service

616/724-6704
FAX/724-1196

Manager's Office

616/724-6724
FAX/722-1214

Mayor's Office

616/724-6701
FAX/722-1214

Neigh. & Const.
Services

616/724-6715
FAX/726-2501

Planning/Zoning

616/724-6702
FAX/724-6790

Police Dept.

616/724-6750
FAX/722-5140

Public Works

616/724-4100
FAX/722-4188

Treasurer

616/724-6720
FAX/724-6768

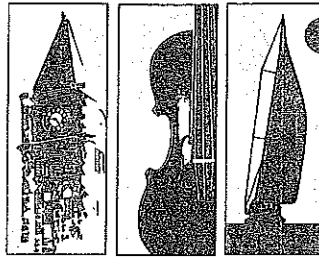
Water Billing Dept.

616/724-6718
FAX/724-6768

Water Filtration

616/724-4106
FAX/755-5290

MUSKEGON



West Michigan's Shoreline City

May 14, 2001

Mr. Joel L. Piell
Miller, Canfield, Paddock and
Stone, P.L.C.
150 West Jefferson, Suite 2500
Detroit, MI 48226

Dear Mr. Piell:

Enclosed are three certified copies of the Development Bond Notice of Intent Resolution, and the Resolution Requesting Issuance of Bonds. If you have any questions, please call me at (231) 724-6705.

Thank you,

Linda Potter
Deputy City Clerk

Enc.

Founded in 1852
by Sidney Davy Miller

Sidney T. Miller (1864-1940)
George L. Canfield (1866-1928)
Lewis H. Paddock (1866-1935)
Ferris D. Stone (1882-1945)

MILLER CANFIELD

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

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

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

New York, N.Y.
Washington, D.C.
POLAND: Gdynia
Katowice • Warsaw

AFFILIATED OFFICE:
Pensacola, FL

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

May 22, 2001

Ms. Linda Potter
Deputy Clerk
City of Muskegon
933 Terrace St
PO Box 536
Muskegon, MI 49443-0536

Dear Ms. Potter:

Thank you for your mailing of May 14th containing the notice of intent resolution for the development bond. I appreciate your sending this along to me. As soon as the affidavits of publication are available, I would ask that you would forward these to me.

Very truly yours,

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

By: _____

Joel L. Piell

cc: Mr. Timothy J. Paul

DELIB:2236513.1\063684-00024

Affirmative Action
616/724-6703
FAX/722-1214

Assessor
616/724-6708
FAX/724-4178

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FAX/726-3617

Civil Service
616/724-6716
FAX/724-4055

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FAX/724-4178

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FAX/724-6768

Fire Dept.
616/724-6792
FAX/724-6985

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616/724-6770
FAX/724-6768

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616/724-6704
FAX/724-1196

Manager's Office
616/724-6724
FAX/722-1214

Mayor's Office
616/724-6701
FAX/722-1214

Neigh. & Const.
Services
616/724-6715
FAX/726-2501

Planning/Zoning
616/724-6702
FAX/724-6790

Police Dept.
616/724-6750
FAX/722-5140

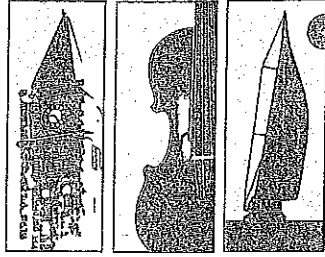
Public Works
616/724-4100
FAX/722-4188

Treasurer
616/724-6720
FAX/724-6768

Water Billing Dept.
616/724-6718
FAX/724-6768

Water Filtration
616/724-4106
FAX/755-5290

MUSKEGON



West Michigan's Shoreline City

May 25, 2001

Mr. Joel L. Piell
Miller, Canfield, Paddock
and Stone, P.L.C.
150 W. Jefferson, Suite 2500
Detroit, MI 48226

Dear Mr. Piell:

Enclosed is an affidavit of publication for the bond. If you have any questions, please call me at (231) 724-6915.

Thank you,

Linda Potter

Linda Potter
Deputy Clerk

Enc.