

CITY OF MUSKEGON

CITY COMMISSION MEETING

APRIL 24, 2001

CITY COMMISSION CHAMBERS @ 5:30 P.M.

AGENDA

- ❑ CALL TO ORDER:
- ❑ PRAYER:
- ❑ PLEDGE OF ALLEGIANCE:
- ❑ ROLL CALL:
- ❑ HONORS AND AWARDS:
- ❑ PRESENTATIONS:
- ❑ CONSENT AGENDA:
 - a. Approval of Minutes. CITY CLERK
 - b. Annual Taxicab License Renewal. CITY CLERK
 - c. Purchase of 2026 Waalkes Street (Seaway Industrial Park)
PLANNING & ECONOMIC DEVELOPMENT
 - d. Sale of Buildable Vacant Lots on Erickson Street. PLANNING &
ECONOMIC DEVELOPMENT
 - e. Approve the City of Muskegon 2001 Action Plan. COMMUNITY
AND NEIGHBORHOOD SERVICES
 - f. Consideration of Bids – Houston, Sanford to First. ENGINEERING
 - g. City – MDOT Agreement for: Sherman Blvd., Glenside to Lincoln.
ENGINEERING
 - h. City -MDOT Agreement for Laketon Avenue, Wood to Peck.
ENGINEERING
 - i. Purchasing of Computer Equipment. POLICE
- ❑ PUBLIC HEARINGS:
- ❑ COMMUNICATIONS:
- ❑ CITY MANAGER'S REPORT:
 - a. Report on Special Assessment Notification.
- ❑ UNFINISHED BUSINESS:
 - a. Concurrence with Housing Board of Appeals Notice & Order to

demolish:

1) 15 E. Muskegon

❑ **NEW BUSINESS:**

- a. First Quarter 2001 Budget Reforecast. FINANCE
- b. Street Vacation, Watson Avenue, East of Nelson. PLANNING & ECONOMIC DEVELOPMENT
- c. Alley Vacation, bounded by Beach, Nelson, Rodgers and Lake. PLANNING & ECONOMIC DEVELOPMENT
- d. Muskegon County Gasoline Prices. CITY MANAGER
- e. Condemnation of Land for Lakeshore Bike Path (Waterfront Centre Property). PLANNING & ECONOMIC DEVELOPMENT
- f. Request for Permission to apply for two (2) FEMA Grants for Fire Protection. CITY MANAGER

❑ **ANY OTHER BUSINESS:**

❑ **PUBLIC PARTICIPATION:**

❑ **CLOSED SESSION:**

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

❑ **ADJOURNMENT:**

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

Date: April 24, 2001
To: Honorable Mayor and City Commissioners
From: Gail A. Kunding, City Clerk
RE: Approval of Minutes

SUMMARY OF REQUEST: To approve the minutes of the Commission Worksession that was held on Monday, April 9, 2001 and the Regular Commission Meeting that was held on Tuesday, April 10, 2001.

FINANCIAL IMPACT: None.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: Approval of the minutes.

CITY OF MUSKEGON

CITY COMMISSION MEETING

APRIL 24, 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 introducing Dr. M.J. Bender, of Conquering Faith Fellowship, who offered 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.

2001-44 CONSENT AGENDA:

a. Approval of Minutes. CITY CLERK

SUMMARY OF REQUEST: To approve the minutes of the Commission Worksession that was held on Monday, April 9, 2001 and the Regular Commission Meeting that was held on Tuesday, April 10, 2001.

FINANCIAL IMPACT: None

BUDGET ACTION REQUIRED: None

STAFF RECOMMENDATION: Approval of the minutes.

b. Annual Taxicab License Renewal. CITY CLERK

SUMMARY OF REQUEST: This request is from Thomas Wakefield, owner of Wakefield Leasing, whose office is located at 770 W Sherman Blvd., Muskegon, MI. Mr. Wakefield is requesting approval of a license to operate 20 taxicabs for both Port City Cab and Yellow Cab Company. He has 16 taxicabs at this time and plans on adding 4 more. The Muskegon Police Department has inspected 16 of the taxicabs and approves this request. Staff recommends approval of the 16 taxicabs.

FINANCIAL IMPACT: None

BUDGET ACTION REQUIRED: None

STAFF RECOMMENDATION: Approval of 16 taxicabs.

c. Purchase of 2026 Waalkes Street (Seaway Industrial Park)

PLANNING & ECONOMIC DEVELOPMENT

SUMMARY OF REQUEST: To purchase property located at 2026 Waalkes Street pursuant to the City of Muskegon goal of creating the Seaway Industrial Park. This request is pursuant to a purchase agreement signed by Henry Herbst, 4127 Deerrun, Muskegon, Michigan on April 13, 2001. The purchase price is \$43,000.00.

FINANCIAL IMPACT: State of Michigan Urban Land Assembly or U.S. EDA funds will be used to purchase this property.

BUDGET ACTION REQUIRED: None

STAFF RECOMMENDATION: To grant approval of the attached resolution consenting to the purchase of 2026 Waalkes for the development of the Seaway Industrial Park.

d. Sale of Buildable Vacant Lots on Erickson Street.

PLANNING & ECONOMIC DEVELOPMENT

SUMMARY OF REQUEST: To approve the sale of the four (4) vacant buildable lots on Erickson Street (designated as parcel numbers 24-205-141-0012-10, 24-205-141-0012-00, 24-205-141-0013-10, and 24-205-141-113-00) described as Lots 12 & 13, Block 141, Revised Plat of 1903 to Douglas and Jeanette Moore, of 1232 Chestnut Street, Muskegon, MI. the combination of the four buildable lots results in a lot that is 132 X 132 feet. The lot is being offered to Mr. and Mrs. Moore for \$3,500.00. They plan to use the land for the construction of a 1,366 sq. ft. single-family home with a two stall attached garage. The Moore's are participants in the City's Infill Program. The price of the lot is set through Jackson Hill Marketing Plan at \$3,500.00 and the Moore's submitted the only bid of \$3,500.00.

FINANCIAL IMPACT: The sale of this lot for construction of a new home will generate additional tax revenue for the City and will place the property back on the tax rolls thus relieving the City of continued maintenance costs.

BUDGET ACTION REQUIRED: None

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

COMMITTEE RECOMMENDATION: The LRC recommended approval at their March 20, 2001 meeting of these four lots for the construction of one single family home through the city's In-Fill Program.

e. Approve the City of Muskegon 2001 Action Plan.

COMMUNITY AND NEIGHBORHOOD SERVICES

SUMMARY OF REQUEST: To approve the 2001 Community Development/HOME Action Plan for the 2001-2002 fiscal year. It is further requested that the Commission authorize the Mayor and City Clerk to sign the 2001-2002 Action Plan, so the Community and Neighborhood Services can request the U.S. Department of Housing and Urban Development to release the 2001-2002 City of Muskegon CDBG/HOME Funding.

FINANCIAL IMPACT: The total CDBG/HOME funding is approximately \$1.8 million dollars.

BUDGET ACTION REQUIRED: None

STAFF RECOMMENDATION: To approve both items.

h. City – MDOT Agreement for: Laketon Avenue, Wood to Peck. ENGINEERING

SUMMARY OF REQUEST: To approve the attached contract with Michigan Department of Transportation for the Milling & Resurfacing as well as the construction of a left turn lane on Laketon Ave. from Wood to Peck and to approve the attached resolution authorizing the Mayor and City Clerk to sign the contract.

FINANCIAL IMPACT: Michigan Department of Transportation participation is about \$150,000. The estimated total cost of the project is \$350,000.

BUDGET ACTION REQUIRED: None at this time. The City's share of the cost will come out of the Major Street Fund as was budgeted.

STAFF RECOMMENDATION: That the attached agreement and resolution be approved.

i. Purchase of Computer Equipment. POLICE

SUMMARY OF REQUEST: Police Department staff request that the Commission approve the use of FY 2001 Weed and Seed grant money to purchase new computer hardware and supporting software for the narcotics team. The current hardware ranges in age from 4-6 years. This request includes an upgrade that will allow easy access to our county-wide records system, photo retrieval and reproduction and instant access to the Law Enforcement Information Network.

FINANCIAL IMPACT: No impact on general fund monies.

BUDGET ACTION REQUIRED: \$16,886.31 in grant money to be utilized for this purchase. Dell submitted the low bid(per attached quote from Information Services).

STAFF RECOMMENDATION: In order to increase the efficiency of the narcotics unit, staff recommends that the Commission authorize the purchase of the computer system.

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

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

NAYS: None

MOTION ADOPTED

2001-45 ITEMS REMOVED FROM CONSENT AGENDA:

f. Consideration of Bids – Houston, Sanford to First. ENGINEERING

SUMMARY OF REQUEST: To award the contract for the construction of Houston between Sanford and First to Felco Contractors since they were the lowest responsible bidder with a bid price of \$98,088.25.

FINANCIAL IMPACT: The construction cost of \$98,088.25 plus related engineering expenses.

BUDGET ACTION REQUIRED: None, this project will be funded from the money that was budgeted for Division Street.

STAFF RECOMMENDATION: Award the contract to Felco Contractors.

Moved by Vice Mayor Sieradzki, seconded by Commissioner Aslakson to award the contract for construction of Houston between Sanford and First to Felco Contractors.

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

NAYS: None

MOTION ADOPTED

g. City – MDOT Agreement for: Sherman Blvd, Glenside to Lincoln. ENGINEERING

SUMMARY OF REQUEST: To approve the attached contract with Michigan Department of Transportation for the Milling & Resurfacing of Sherman Blvd. From Glenside to Lincoln and to approve the attached resolution authorizing the Mayor and City Clerk to sign the contract.

FINANCIAL IMPACT: Michigan Department of Transportation participation is about \$560,000 but not to exceed 81.85% of eligible cost. The estimated total cost of the project including engineering and water services which are not a participating cost is \$850,000.

BUDGET ACTION REQUIRED: None at this time. The City's share of the cost will come out of the Major Street and Water Fund as was budgeted.

STAFF RECOMMENDATION: That the attached agreement and resolution be approved.

Moved by Commissioner Aslakson, seconded by Commissioner Spataro to approve the contract with MDOT for Milling and Resurfacing of Sherman Blvd. From Glenside to Lincoln.

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

NAYS: Benedict,

MOTION ADOPTED

PUBLIC HEARINGS: None

COMMUNICATIONS: None

2001-46 CITY MANAGER'S REPORT:

a. Report on Special Assessment Notification.

Discussion was held on Special Assessment Notification. No action was taken at

this time.

2001-47 UNFINISHED BUSINESS:

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

(Staff requests that this item be delayed until the next regular meeting unless items are worked out with the property owner prior to that date (then it will not need to be on the agenda)).

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.

Item postponed until the May 8th meeting.

Moved by Commissioner Benedict, seconded by Commissioner Schweifler to postpone this item until the May 8th meeting of the Regular Commission.

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

NAYS: None

MOTION ADOPTED

2001-48 NEW BUSINESS:

a. First Quarter 2001 Budget Reforecast. FINANCE

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 a 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. 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.

No vote necessary at this time.

b. Street Vacation, Watson Avenue, east of Nelson.

PLANNING

SUMMARY OF REQUEST: Request for vacation of Watson Ave., east of Nelson St.

FINANCIAL IMPACT: None

BUDGET ACTION REQUIRED: None

STAFF RECOMMENDATION: The Planning Commission recommended approval of the alley vacation at their April 12th meeting. The vote was unanimous.

Moved by Commissioner Schweifler, seconded by Commissioner Spataro to approve the vacation of Watson Ave, east of Nelson Street.

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

NAYS: None

MOTION ADOPTED

c. Alley Vacation, bounded by Beach, Nelson, Rodgers and Lake. PLANNING

SUMMARY OF REQUEST: Request for vacation of both the north/south and the east/west alleys in Block 753 (bounded by Beach St., Nelson St., Rodgers Ave., and Lake Ave.).

FINANCIAL IMPACT: None

BUDGET ACTION REQUIRED: None

STAFF RECOMMENDATION: The Planning Commission recommended approval of the alley vacation at their April 12th meeting. The vote was unanimous.

Moved by Commissioner Schweifler, seconded by Commissioner Aslakson to approve the vacation of both the north/south and east/west alleys in Block 753.

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

NAYS: None

MOTION ADOPTED

d. Muskegon County Gasoline Prices. CITY MANAGER

SUMMARY OF REQUEST: To approve a resolution to support Muskegon County's investigation into why gasoline prices are more expensive than those of area counties.

FINANCIAL IMPACT: Reduction in gasoline prices could save the City significant money.

BUDGET ACTION REQUIRED: None

STAFF RECOMMENDATION: To approve the attached resolution.

COMMITTEE RECOMMENDATION: This resolution was requested by the City Commission at their meeting of April 10, 2001.

Moved by Commissioner Shepherd, seconded by Commissioner Aslakson to approve the resolution to support Muskegon County in their investigation into the

gasoline prices.

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

NAYS: None

MOTION ADOPTED

e. Condemnation of Land for Lakeshore Bike Path (Waterfront Centre property). PLANNING & ECONOMIC DEVELOPMENT

SUMMARY OF REQUEST: Approval of resolution to initiate eminent domain (condemnation) proceedings against Fifth/Third Bank for a parcel of land required for the construction of the Lakeshore Trail. Fifth/Third has been offered \$22,000.00 for the subject property, which was based upon an independent appraisal. The condemnation would constitute a "partial take" of the property, amounting to approximately 15,000 square feet. No response to this offer has been received from Fifth/Third Bank.

FINANCIAL IMPACT: \$22,000.00 plus any jury verdict in excess of this amount, plus litigation costs. The funds will come from the proceeds of the sale of the Chase Hammond Golf Course.

BUDGET ACTION REQUIRED: None

STAFF RECOMMENDATION: Staff recommends approval of this request and for the Mayor and City Clerk to sign the Declaration of Taking and Resolution.

Moved by Commissioner Benedict, seconded by Commissioner Schweifler to approve the resolution to initiate eminent domain proceedings against Fifth/Third Bank for a parcel of land required for the construction of the Lakeshore Trail.

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

NAYS: None

MOTION ADOPTED

f. Request for Permission to apply for two (2) FEMA Grants for Fire Protection. FIRE

SUMMARY OF REQUEST: The Fire Department is requesting City Commission permission to apply for two (2) Federal Emergency Management Agency grants for fire protection for the City of Muskegon.

FINANCIAL IMPACT: \$70,000 from Public Improvement Fund

BUDGET ACTION REQUIRED: None

STAFF RECOMMENDATION: Staff recommends approval of grant applications to Federal Emergency Management Agency for a fire training tower and rescue boat.

Moved by Commissioner Benedict, seconded by Commissioner Aslakson to approve the request for permission to apply for 2 Federal Emergency Management Agency grants for fire protection.

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

NAYS: None

MOTION ADOPTED

2001-49 ANY OTHER BUSINESS:

a. Reports on Tax abatements:

Moved by Commissioner Spataro, seconded by Commissioner Schweifler to table the issue on tax abatements for the next work session agenda for the May 7th work session.

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

NAYS: None

MOTION ADOPTED

2001-50 PUBLIC PARTICIPATION:

Various comments were heard from the general public.

Moved by Vice Mayor Sieradzki, seconded by Commissioner Spataro to refer the issue of leaves on vacant city lots to the Land Reutilization Committee.

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

NAYS: None

MOTION ADOPTED

ADJOURNMENT:

The Regular Commission Meeting for the City of Muskegon was adjourned at 6:55pm.

Respectfully submitted;



Gail Kunding, CMC/AAE

City Clerk

GK/da

Date: April 24, 2001
To: Honorable Mayor and City Commissioners
From: Gail A. Kunding, City Clerk
RE: Annual Taxicab License Renewal -
Port City Cab Company & Yellow Cab Company

SUMMARY OF REQUEST: This request is from Thomas Wakefield, owner of Wakefield Leasing, whose office is located at 770 W. Sherman Blvd., Muskegon, MI. Mr. Wakefield is requesting approval of a license to operate 20 taxicabs for both Port City Cab Company and Yellow Cab Company. He has 16 taxicabs at this time and plans on adding 4 more. The Muskegon Police Department has inspected the taxicabs and approves this request.

FINANCIAL IMPACT: None.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: Approval of 16 taxicabs.

cell

750-7963

ACORD™ CERTIFICATE OF LIABILITY INSURANCE		CSR JW WAKEF-3	DATE (MM/DD/YY) 02/28/01
PRODUCER MOURER-FOSTER, INC. 615 N. CAPITOL AVE. LANSING, MI 48933 Phone: 517-371-2300		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
INSURED Wakefield Leasing Corp DBA Port City Cab Co. 770 W. Sherman Muskegon MI 49441		INSURERS AFFORDING COVERAGE INSURER A: American Country Insurance INSURER B: INSURER C: INSURER D: INSURER E:	

INSURED'S COPY

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
	GENERAL LIABILITY ☐ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC				EACH OCCURRENCE \$ FIRE DAMAGE (Any one fire) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
A	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☒ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS	TCA0002908	07/01/00	07/01/01	COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ 100,000 BODILY INJURY (Per accident) \$ 300,000 PROPERTY DAMAGE (Per accident) \$ 50,000
	GARAGE LIABILITY ☐ ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
	EXCESS LIABILITY ☐ OCCUR ☐ CLAIMS MADE DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATUTORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
	OTHER				

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS
 SEE ATTACHED VEHICLE SCHEDULE

CERTIFICATE HOLDER City of Muskegon Attn: Bruce Dodge PO Box 536 933 Terrace St. Muskegon, MI 49440	N	ADDITIONAL INSURED; INSURER LETTER: MUSK003	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE Adam Hirsch <i>George M. Foster</i>
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2500

APPLICATION FOR TAXICAB OPERATOR
in the
CITY OF MUSKEGON, MICHIGAN

Name of Company (d,b,a.)

Port City Cab & Yellow Cab / O.B.A. Wakefield Leasing

Address of Office

770 W Sherman

Name & Residence of
each person interested
in or connected with the
above, individual, firm or
corporation.

} Thomas Wakefield Age 55
Age
Age
Age

Present Business of each person
connected with the above application.

Taxi Inc

Give experience of applicant in taxicab
business in this City or elsewhere.

40 Yrs.

Number of cabs applicant proposes to use

~~20~~ 20

12 Wakefield
4 brokers
4 new
factories
20

Are there any unpaid or unbonded judgments
of record against the applicant

no

Have any of the persons connected with the above as individual, firm or
corporation been charged with or convicted of any crime or misdemeanor,
if so, state date and Court.

I.R.S. Grand Rapids 1998

Name of insurance company with which
applicant is insured and amount of coverage.

American Country

100/
300.

Name of local agent or representative.

Thomas Wakefield

Is the above applicant the sole owner of all the automobiles
proposed to be used?

12 Company owner 4 Broker owner

(Driver owner)

State liens, mortgages or other encumbrances including conditional sales
contracts on such taxicabs.

none

Attached hereto is a list of the automobiles with name of make, body-style,
year, serial and engine number, state license plate number, seating
capacity, weight of car which is considered a part of this application.

The applicant's annual financial and profit and loss statements covering
his operations during the last preceding fiscal year shall be attached to
this application.

Signature

Thomas Wakefield

Subscribed and sworn to before me a Notary Public in and for Muskegon
County, Michigan, this 6th day of April, 19 2001.

My commission expires

9-25-02

Linda S. Potter
Notary Public

Application Approved

Chief of Police

APPLICATION FOR TAXICAB OPERATOR
in the
CITY OF MUSKEGON, MICHIGAN

Name of Company (d,b,a.) Pont City Cab

Address of Office 770 W Sherman

Name & Residence of each person interested) Craig R Hall Age 42
in or connected with the) 1229 Peck APT A Age 34
above, individual, firm or) Stephanie Tilford Age _____
corporation.) 2241 Cliford Age _____

Muskegon mi 49801 Age _____

Present Business of each person connected with the above application. TAXI MNGR & Hall

FINANCIAL MNGR Tilford

Give experience of applicant in taxicab business in this City or elsewhere. Driver, Dispatcher, manager
Driver Since 1977 Hall

Number of cabs applicant proposes to use (Two)

Are there any unpaid or unbonded judgments of record against the applicant NO

Have any of the persons connected with the above as individual, firm or corporation been charged with or convicted of any crime or misdemeanor, if so, state date and Court. ON record Muskegon Hall

Name of insurance company with which applicant is insured and amount of coverage. Monter Foster 100,000 300,000

Name of local agent or representative. Adam Hirsch

Is the above applicant the sole owner of all the automobiles proposed to be used? yes

State liens, mortgages or other encumbrances including conditional sales contracts on such taxicabs. NO YES ON LHS still buying

Attached hereto is a list of the automobiles with name of make, body-style, year, serial and engine number, state license plate number, seating capacity, weight of car which is considered a part of this application.

The applicant's annual financial and profit and loss statements covering his operations during the last preceding fiscal year shall be attached to this application.

Signature Craig R Hall

Subscribed and sworn to before me a Notary Public in and for Muskegon County, Michigan, this 10th day of April, 19 2001.

My commission expires 9-25-02

Linda S. Potter
Notary Public

Application Approved

Chief of Police

08/0

Chief of Police

Commission Meeting Date: April 24, 2001

Date: April 16, 2001
To: Honorable Mayor and City Commissioners
From: Planning & Economic Development *CBC*
RE: Purchase of 2026 Waalkes Street - Seaway Industrial Park

SUMMARY OF REQUEST:

To purchase property located at 2026 Waalkes Street pursuant to the City of Muskegon goal of creating the Seaway Industrial Park. This request is pursuant to a purchase agreement signed by Henry Herbst, 4127 Deerrun, Muskegon, Michigan on April 13, 2001. The purchase price is \$43,000.

FINANCIAL IMPACT:

State of Michigan Urban Land Assembly or U.S. EDA funds will be used to purchase this property.

BUDGET ACTION REQUIRED:

None

STAFF RECOMMENDATION:

To grant approval of the attached resolution consenting to the purchase of 2026 Waalkes for the development of the Seaway Industrial Park.

COMMITTEE RECOMMENDATION:

None

Resolution No. 2001-44(c)

MUSKEGON CITY COMMISSION

**RESOLUTION APPROVING ACQUISITION OF PROPERTY AT 2026 WAALKES STREET
FOR \$43,000**

WHEREAS, the City of Muskegon and Henry Herbst have entered into a purchase agreement for property located at 2026 Waalkes Street, Muskegon, MI; and

WHEREAS, the purchase of property located at 2026 Waalkes Street, Muskegon, Michigan, is consistent with the City's goal to create the Seaway Industrial Park; and

WHEREAS, the City of Muskegon intends to utilize State of Michigan Urban Land Assembly or U.S. EDA funds for the purchase of the subject property.

NOW THEREFORE BE IT RESOLVED that the Muskegon City Commission does authorize purchase of property located at 2026 Waalkes Street, Muskegon, Michigan for the amount of \$43,000.

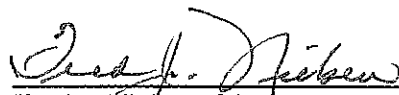
Adopted this 24th day of April 2001.

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

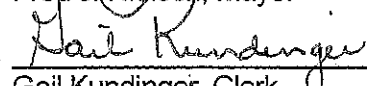
NAYS: None

ABSENT: None

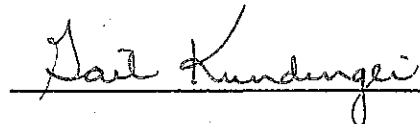
BY:


Fred J. Nielsen, Mayor

ATTEST:


Gail Kunding, Clerk

I hereby certify 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 April 24, 2001.


Gail Kunding, Clerk

REAL ESTATE PURCHASE AGREEMENT

THIS AGREEMENT is made April 11, 2001, by and between Henry F. Hulstich and 4127 Durvaca, of 4127 Durvaca, Muskegon, Michigan 49440 ("Seller"), and the CITY OF MUSKEGON, a municipal corporation, of 933 Terrace Street, Muskegon, Michigan 49440 ("Buyer").

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

Lots 12&13, Block 1 of Young & Williams Addition, City of Muskegon

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 Forty-Three Thousand (\$43,000) Dollars, payable in cash or city check to Seller at Closing.

3. Taxes and Assessments. All taxes and assessments which are due and payable at the time of Closing shall be paid by the Seller prior to or at Closing. All taxes and special assessments which 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, the 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 the 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 the Buyer's option. The premium for the owners title policy shall be paid by Buyer.

5. Personal Property and Fixtures. All personal property and fixtures which the Seller wishes to remove shall be removed on or before Closing. The parties are aware that the Buyer intends to demolish the house. Any personal property which is left on the Premises shall be the property of Buyer who may dispose of same.

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. Environmental Matters. Seller represents and warrants to Buyer as follows:

To the best of Seller's knowledge, the Premises have been used and operated in compliance with all applicable federal, state and local laws and regulations related to air quality, water quality, waste disposal or management, hazardous or toxic substances, and the protection of health and the environment.

Seller has not disposed of any hazardous or toxic substances on or in the Premises and, to the best of Seller's knowledge, the Premises and the groundwater beneath the Premises is free from environmental contamination of any kind.

The Premises does not include any "underground storage tank," as that term is defined by state or federal law.

Such representations and warranties shall be deemed to have been made again by Seller as of the Closing. Seller agrees to indemnify Buyer and hold it harmless from and against any and all claims, demands, liabilities, costs, expenses, penalties, damages and losses, including, but not limited to, reasonable attorneys' fees, resulting from any misrepresentation or breach of the warranties set forth in this paragraph. The representations, warranties and covenants set forth in this paragraph shall survive the Closing.

8. 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," SUBJECT, HOWEVER, TO THE EXPRESS COVENANTS, CONDITIONS AND/OR EXPRESS WARRANTIES CONTAINED IN THIS PURCHASE AGREEMENT; ALSO SUBJECT TO THE WARRANTY OF SELLER THAT NO HAZARDOUS SUBSTANCES HAVE BEEN PLACED ON THE PREMISES. BUYER FURTHER SAYS THAT IT HAS PERSONALLY INSPECTED THE PREMISES AND IS SATISFIED WITH THE CONDITION OF THE LAND, AND THE BUILDINGS AND IMPROVEMENTS THEREON.

9. Real Estate Commission. Seller shall be solely responsible for any real estate commission or expenses of a broker or real estate consultant retained, employed, or utilized by Seller. Seller agrees to indemnify and hold the Buyer harmless from any liability, including reasonable attorney fees, occasioned by reason of any person or entity asserting a claim for such real estate commission or expenses arising from this transaction.

10. 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. The parties shall execute an IRS Closing Report at the Closing.

11. Delivery of Deed. Seller shall execute and deliver a warranty deed to Buyer at Closing for the Premises.

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

13. Date of Possession. Possession of Premises is to be delivered to Buyer by Seller no later than 30 days from the date of closing.

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

15. General Provisions.

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

b. **Merger.** It is understood and agreed that all understandings and agreements previously made between the Buyer and Seller are merged into this

Agreement, which alone fully and completely expresses the agreement of the parties.

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

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

e. 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.

f. 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.

g. 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:

Linda Potter
Linda Potter

JoAnn Krukowski
JoAnn Krukowski

Karen L. Smith

BUYER: CITY OF MUSKEGON

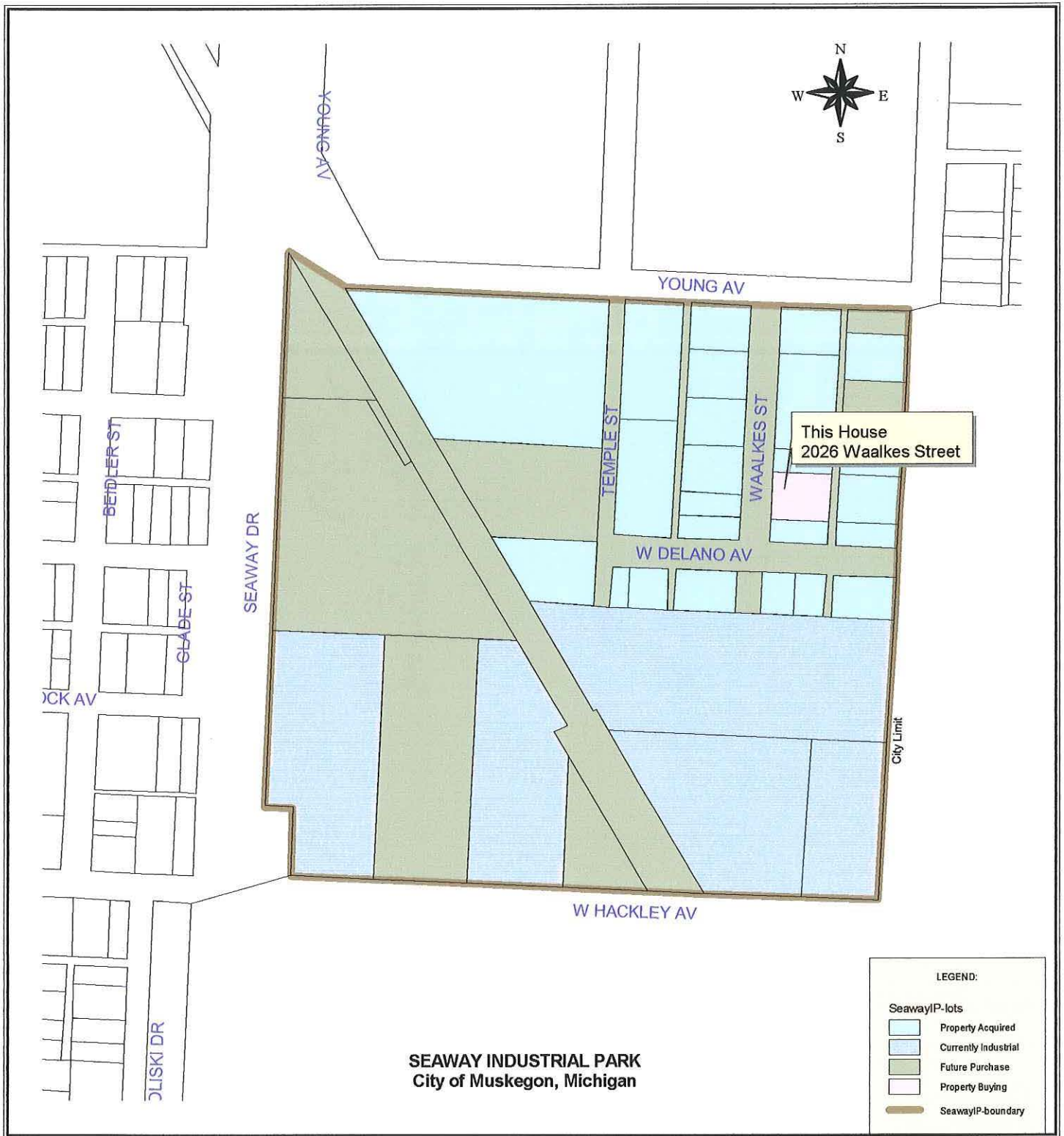
By Fred J. Nielsen
Fred J. Nielsen, Mayor

By Gail A. Kunderger
Gail A. Kunderger, Clerk

SELLER:

Karen L. Smith
(SS# 877-101-8275)

(SS# _____)



SURVEY WAIVER

Date: May 8, 2001

RE: 414492

To: Transnation Title Insurance Co.

Property Address:

2026 Waalkes St.

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

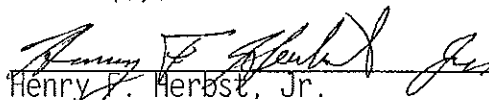
PURCHASER(S):

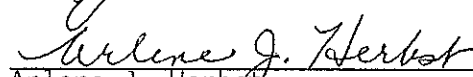
City of Muskegon

BY


Lonna Anguillm, Assistant Planner

SELLER(S):


Henry J. Herbst, Jr.


Arlene J. Herbst

AFFIDAVIT OF TITLE

STATE OF MICHIGAN
COUNTY OF Muskegon

} SS

Title Commitment # 414492

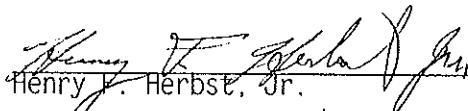
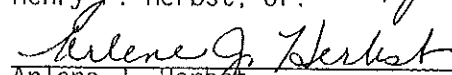
That Henry F. Herbst, Jr. and Arlene J. Herbst, husband and wife being first duly sworn on oath says that they are the true and lawful owner(s) of the premises located at:

2026 Waalkes St.
Muskegon, Michigan 49442

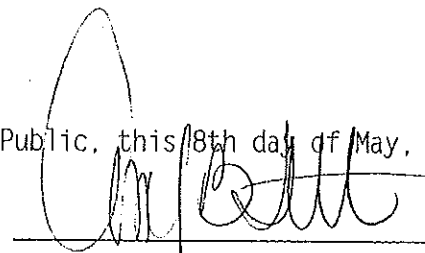
AND

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):


Henry F. Herbst, Jr.

Arlene J. Herbst

Subscribed and sworn to, before me a Notary Public, this 18th day of May, 2001



Notary Public _____ County

My Commission Expires: _____

AMY B. FETT

Notary Public, Muskegon County, Michigan
My Commission Expires 4-19-2003

REAL ESTATE TRANSFER TAX VALUATION AFFIDAVIT

This form is issued under authority of P.A. 134 of 1966 and 330 of 1993 as amended.

This form must be filed when you choose not to enter the amount paid for real estate on the deed. It is required whether the transfer is taxable or not. It is not necessary when the amount paid is entered on the deed. This form must be completed and signed by either the seller or his/her authorized agent.

1. County Muskegon	2. City or Township Muskegon	
3. Seller's Name and Mailing Address Henry F. Herbst, Jr. Arlene J. Herbst 4127 Deerrun Lane Muskegon, Michigan 49442	4. Purchaser's Name and Mailing Address City of Muskegon 933 Terrace Street Muskegon, Michigan 49443	
5. Type and Date of Document ___ Land Contract Date: ☒ Deed Date: 05/08/01	6. Cash Payment 8. Amount of Mortgage/Land Contract	7. Amount of County Tax \$47.30 9. Amount of State Tax \$322.50
10. If consideration is less than market value, state market value	11. Total Consideration(add lines 6&8) \$43,000.00	12. Total Revenue Stamps \$369.80

13. Legal Description of Real Estate Transferred:

Lots 12 and 13, Block 1, Young and Williams Addition to Muskegon Heights, as recorded in Liber 3 of Plats, Page 39, Muskegon County Records.

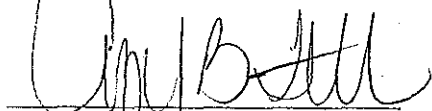
State of Michigan }
 } ss.
County of Muskegon }

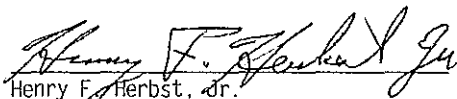
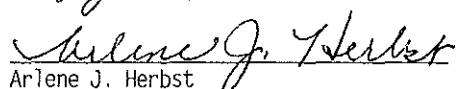
I certify that the information above is true and complete to the best of my knowledge and that the value stated is the full market value of the property.

Dated this 8th day of May, 2001

Signed:

Subscribed and sworn to before me this 8th day of May, 2001


Notary Public


Henry F. Herbst, Jr.

Arlene J. Herbst

My Commission Expires

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

WARRANTY DEED

STATUTORY FORM FOR INDIVIDUALS

414492

Form No. M-960

KNOW ALL MEN BY THESE PRESENTS:

That Henry F. Herbst, Jr. and Arlene J.

Herbst, husband and wife

whose street number and post office address is 4127 Deerrun Lane

Muskegon, Michigan 49442

Convey and Warrant

to City of Muskegon, a Michigan Municipal

Corporation

whose street number and post office address is 933 Terrace Street

Muskegon, Michigan 49443

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

Lots 12 and 13, Block 1, Young and Williams Addition to Muskegon Heights, as recorded in Liber 3 of Plats, Page 39, Muskegon County Records.

61-24-895-001-0012-00

More commonly known as: 2026 Waalkes St., Muskegon, Michigan 49442

Affix Revenue Stamps after Recording

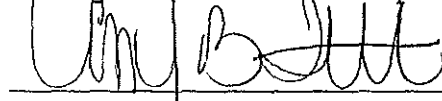
for the sum of ONE AND 00/100, (***\$1.00*) Dollars

subject to easements, use, building and other restrictions of record, if any;

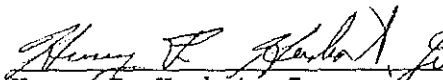
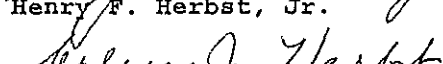
Dated this 8th day of May, 2001

Signed and Sealed in presence of

Signed and Sealed:



Amy B. Fett


Henry F. Herbst, Jr.

Arlene J. Herbst

STATE OF MICHIGAN

}
} ss.
}

COUNTY OF Muskegon

The foregoing instrument was acknowledged before me this 8th day of May, 2001 by Henry F. Herbst, Jr. and Arlene J. Herbst, husband and wife

AMY B. FETT

Notary Public, Muskegon County, Michigan

My Commission expires 4-19-2003

Notary Public, _____ County, Michigan

County Treasurer's Certificate

City Treasurer's Certificate

After recording return to:

City of Muskegon

933 Terrace Street

Muskegon, Michigan 49443

Drafted By:

Henry Herbst

4127 Deerrun Lane

Muskegon, MI 49442

PROPERTY TRANSFER AFFIDAVIT

This form must be filed whenever real estate or some types of personal property are transferred (even if you are not recording a deed). It is used by the assessor to ensure the property is assessed properly and receives the correct taxable value. It must be filed by the new owner with the assessor for the city or township where the property is located within 45 days of the transfer. If it is not filed timely, a penalty of \$5/day (maximum \$200) applies. The information on this form is NOT CONFIDENTIAL.

1. Street Address of Property 2026 Waalkes St. Muskegon, Michigan 49442	2. County Muskegon	4. Date of Transfer (or land contract was signed) 05/08/01
3. City/Township/Village of Real Estate Muskegon	☒ City ☐ Township ☐ Village	5. Purchase Price of Real Estate \$ 43,000
6. Property Identification Number (PIN) If you don't have a PIN, attach legal description. 61-24-895-001-0012-00		PIN. This number ranges from 10 to 25 digits. It usually includes hyphens and sometimes includes letters. It is on the property tax bill and on the assessment notice.
7. Seller's (Transferor) Name Henry F. Herbst, Jr. Arlene J. Herbst	8. Buyer's (Transferee) Name and Mailing Address City of Muskegon 933 Terrace Street Muskegon, Michigan 49443	

Items 9 - 13 are optional. However, by completing them you may avoid further correspondence.

Transfers include deeds, land contracts, transfers involving trusts or wills, certain long-term leases and interest in a business. See the back for a complete list.

9. Type of Transfer
☐ Land Contract ☐ Lease
☐ Deed ☐ Other (specify) _____

10. Is the transfer between related persons?	☐ Yes ☐ No	11. Amount of Down Payment
12. If you financed the purchase, did you pay market rate of interest?	☐ Yes ☐ No	13. Amount Financed (Borrowed)

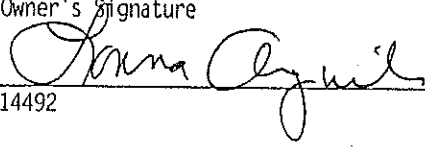
Exemptions

The Michigan Constitution limits how much a property's taxable value can increase while it is owned by the same person. Once the property is transferred, the taxable value must be adjusted by the assessor in the following year to 50 percent of the property's usual selling price. Certain types of transfers are exempt from adjustment. Below are brief descriptions of the types of exempt transfers; full descriptions are in MCL Section 211.27a(7)(a-m). If you believe this transfer is exempt, indicate below the type of exemption you are claiming. If you claim an exemption, your assessor may request more information to support your claim.

- ☐ transfer from one spouse to the other spouse
☐ change in ownership solely to exclude or include a spouse
☐ transfer of that portion of a property subject to a life lease or life estate (until the life lease or life estate expires)
☐ transfer to effect the foreclosure or forfeiture of real property
☐ transfer by redemption from a tax sale
☐ transfer into a trust where the settlor or the settlor's spouse conveys property to the trust and is also the sole beneficiary of the trust
☐ transfer resulting from a court order unless the order specifies a monetary payment
☐ transfer creating or ending a joint ownership if at least one person is an original owner of the property (or his/her spouse)
☐ transfer to establish or release a security interest (collateral)
☐ transfer of real estate through normal public trading of stocks
☐ transfer between entities under common control or among members of an affiliated group
☐ transfer resulting from transactions that qualify as a tax-free reorganization
☐ other, specify: _____

Certification

I certify that the information above is true and complete to the best of my knowledge.

Owner's Signature 	Date 5-8-01	If signer is other than the owner, print name and title. Assistant Planner City of Muskegon
--	----------------	---

ACKNOWLEDGEMENT OF HOMESTEAD EXEMPTION AFFIDAVIT
AND REQUEST TO RESCIND/WITHDRAW HOMESTEAD EXEMPTION
AND PROPERTY TRANSFER AFFIDAVIT

FILE # 414492
DATE: May 8th 2001

The undersigned acknowledges receipt of the Property Transfer Affidavit form (Michigan Department of Treasury form No. L-4260) as same is required by Public Act 415 of 1994 which imposes obligations on purchasers/transferees to file said form within 45 days of the date of transfer. The undersigned further acknowledges that Transnation Title Insurance Company is under no obligation to provide said form but does so as an accommodation to the undersigned. The undersigned assume(s) all liability relative to compliance with the Act and, accordingly, holds the Company harmless from and against any liability relative thereto.

Please check one of the following:

- ☐ The undersigned do not request Transnation Title Insurance Company to file the form on their behalf.
- ☒ The undersigned request that the Company mail the form by first class mail and acknowledges 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 said form is not received or properly processed by the local tax collecting unit.

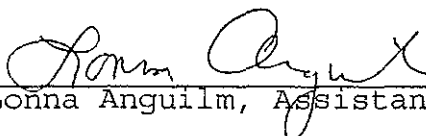
The undersigned acknowledges receipt of the Homestead Exemption Affidavit form (Michigan Department of Treasury Form No. 2368) as same is required by Public Act 415 of 1994 which imposes obligations on purchasers/transferees to file said form within 45 days of the date of transfer. The undersigned further acknowledges that Transnation Title Insurance Company is under no obligation to provide said form but does so as an accommodation to the undersigned. The undersigned assume(s) all liability relative to compliance with the Act and, accordingly, holds the Company harmless from and against any liability relative thereto.

Please check one of the following:

- ☒ The undersigned do not request Transnation Title Insurance Company to file the form on their behalf.
- ☐ The undersigned request that the Company mail the form by first class mail and acknowledges 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 said form is not received or properly processed by the local tax collecting unit.

PURCHASER(S) :

City of Muskegon

BY 
Lonna Anguilm, Assistant Planner

414492

REQUEST TO RESCIND/WITHDRAW HOMESTEAD EXEMPTION

This form must be filed with the assessor for the city or township where the property is located.
Property Information (Always complete this section.)

Type or print legibly. Use a separate form for each property number.

> 1. Property tax identification number 61-24-895-001-0012-00		> 2. ZIP Code 49642
> 3. Street address of property 2026 Maalkes St. Muskegon, Michigan 49642	4. Name of Township or City ☐ Township ☒ City of Muskegon	5. County Muskegon
> 6. Name of Owner (first, middle, last) Henry F. Herbst, Jr.		> 7. Owner's Social Security Number 372-84-8276
> 8. Name of Co-Owner (first, middle, last) Ariono J. Herbst		> 9. Co-Owner's Social Security Number

10. Property owners daytime phone number. (821) 772-4645

PART A: Change an Existing Exemption

Complete this portion to rescind or change the percent of the exemption currently in place.

11. Check this box if you have sold, transferred or converted this property from your principal residence to another use such as rental property, commercial property or property waiting to be sold >11. ☒

12. If the portion of the property in number 1 above that you own and occupy as your principal residence has changed, enter the new percentage here >12. 0%
Month Day Year

13. Enter the effective date of the change listed in either 11 or 12 >13. 5 22 08

14. New Owner's name City of Muskegon	15. New Co-Owner's Name
--	-------------------------

PART B: Withdrawal

Complete this portion if the property is receiving an exemption in error and did not qualify.

16. Enter the first year the exemption was received in error _____
Office Use Only
>16a. >16b.

Certification

I certify, under penalty of perjury, the information contained on this form is true and correct to the best of my knowledge.

17. Owner's Signature <i>Henry F. Herbst Jr.</i>	Date 5-8-08	18. Co-Owner's Signature	Date
---	----------------	--------------------------	------

19. Mailing address if different than property address (street or RR#, city and Zip)

4127 Deerran Ln.

20. Closing Agent or Preparer's Name & Mailing Address 570 Seminole Rd Suite 102

Do not write below this line - Local Government Use Only

21. What is the first year you will post the change in Part A to the tax roll? >21. Year

22. Indicate property classification _____

Commission Meeting Date: April 24, 2001

Date: April 11, 2001
To: Honorable Mayor & City Commission
From: Planning & Economic Development Department *CBC*
RE: Sale of Buildable Vacant Lots on Erickson Street

SUMMARY OF REQUEST:

To approve the sale of the four (4) vacant unbuildable lots on Erickson Street (designated as parcel numbers 24-205-141-0012-10, 24-205-141-0012-00, 24-205-141-0013-10, and 24-205-141-113-00) described as Lots 12 & 13, Block 141, Revised Plat of 1903 to Douglas and Jeanette Moore, of 1232 Chestnut Street, Muskegon, MI. The combination of the four unbuildable lots results in a lot that is 132 x 132 feet. The lot is being offered to Mr. and Mrs. Moore for \$3,500. They plan to use the land for the construction of a 1,366 sq. ft. single-family home with a two-stall attached garage. The Moore's are participants in the City's In-Fill program. The price of the lot is set through the Jackson Hill Marketing Plan at \$3,500 and the Moore's submitted the only bid of \$3,500.

FINANCIAL IMPACT:

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

BUDGET ACTION REQUIRED:

None

STAFF RECOMMENDATION:

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

COMMITTEE RECOMMENDATION:

The LRC recommended approval at their March 20, 2001 meeting of these four lots for the construction of one single family home through the city's In-Fill Program.

Resolution No. 2001-44(d)

MUSKEGON CITY COMMISSION

RESOLUTION APPROVING THE SALE OF FOUR (4) UNBUILDABLE LOTS IN JACKSON HILL NEIGHBORHOOD FOR \$3,500.

WHEREAS, Douglas and Jeanette Moore has placed a \$200 deposit for the parcels designated as parcel numbers 24-205-141-0012-10, 24-205-141-0012-00, 24-205-141-0013-10 and 24-205-141-0013-00, located on Erickson Street;

WHEREAS, Douglas and Jeanette Moore have submitted the only bid of \$3,500 for the parcel designated as parcel numbers 24-205-141-0012-10, 24-205-141-0012-00, 24-205-141-0013-10 and 24-205-141-0013-00, located on Erickson Street;

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 numbers 24-205-141-0012-10, 24-205-141-0012-00, 24-205-141-0013-10 and 24-205-141-0013-00, located on Erickson Street be sold to the above-mentioned buyer.

LOTS 12 & 13, Block 141, Revised Plat of 1903;

Adopted this 24th day of April, 2001

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

Nays: None

Absent: None

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

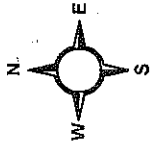
Attest: Gail Kunderger
Gail Kunderger, Clerk

CERTIFICATION

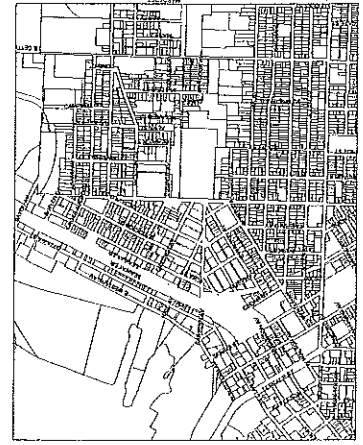
I hereby certify that the foregoing constitutes a true and complete copy of a resolution adopted by the City Commission of the City of Muskegon, County of Muskegon, Michigan at a regular meeting held on April 24, 2001.

By: Gail Kunderger
Gail Kunderger, Clerk

City-Owned Property Map Vacant Lots on Erickson



☆ = Subject Property(ies) to be sold



QUIT-CLAIM DEED

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

QUIT CLAIMS to DOUGLAS MOORE and JEANETTE MOORE, husband and wife, of 1232 Chestnut Street, Muskegon, MI 49442,

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

LOTS 12 AND 13 OF BLOCK 141, OF THE REVISED PLAT OF 1903;

for the sum of Three Thousand Five Hundred Dollars(\$3,500).

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. 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 28th 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
STATE OF MICHIGAN
COUNTY OF MUSKEGON

and Gail A. Kunderger
Gail A. Kunderger, Its Clerk

The foregoing instrument was acknowledged before me this 28th 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, Parmenter O'Toole
175 W. Apple Ave., 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

June 26, 2001

Ms. Linda Potter
City Clerk's Office
City Hall
Muskegon, MI

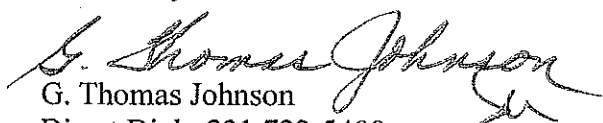
Re: City/Moore
Lots 12 and 13 of Block 141

Dear Linda:

Pursuant to your phone conversation this morning with Mary, enclosed is a duplicate of the quit-claim deed to Douglas and Jeanette Moore. Please obtain the signatures of Gail and the Mayor, and see that the names of the witnesses and the notary are typed beneath their respective signatures. Please return the deed to our office as soon as possible in the envelope provided for your convenience.

This deed replaces one signed on April 30, 2001, by Gail and the Mayor to the Moores. Tom Olson of Transnation Title has requested the enclosed deed be executed at this time to satisfy HUD requirements. Thank you.

Yours truly,



G. Thomas Johnson

Direct Dial: 231.722-5400

Fax: 231.728-2206

Internet Address: gtj@parmenterlaw.com

GTJ/mh

Enclosures

cc: Mr. Thomas U. Olson

G. Thomas Johnson
George D. Van Epps
John M. Briggs, III
Michael L. Rolf
George W. Johnson
W. Brad Groom

John C. Schrier
Christopher L. Kelly
Linda S. Kaare
Philip M. Staffan
William J. Meier
James R. Scheuerle

Keith L. McEvoy
Anna K. Urlick
Scott R. Sewick
Jennifer L. Hyland
Jeffery A. Jacobson

Of Counsel
Thomas J. O'Toole
Eric J. Fauri

Retired
Robert L. Forsythe
Arthur M. Rude

Paul T. Sorenson, 1920-1966
George A. Parmenter, 1903-1993
Cyrus M. Pappen, 1903-1996
Harold M. Street, 1912-2000

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

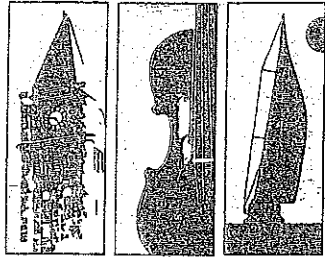
Public Works
616/724-4180
FAX/722-4188

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

June 28, 2001

Mr. G. Thomas Johnson
Parmenter O'Toole
175 W. Apple
P.O. Box 786
Muskegon, MI 49443-0786

Dear Tom:

Enclosed is the signed quit-claim deed to Douglas and Jeanette Moore.

Thank you,

Linda Potter

Linda Potter

Enc.

QUIT-CLAIM DEED

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

QUIT CLAIMS to DOUGLAS MOORE and JEANETTE MOORE, husband and wife, of 1232 Chestnut Street, Muskegon, MI 49442,

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

LOTS 12 AND 13 OF BLOCK 141, OF THE REVISED PLAT OF 1903;

for the sum of Three Thousand Five Hundred Dollars(\$3,500).

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. 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 30th day of April, 2001.

Signed in the presence of:

Linda Potter
Linda Potter

JoAnn Krukowski
JoAnn Krukowski
STATE OF MICHIGAN
COUNTY OF MUSKEGON

CITY OF MUSKEGON

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

and Gail A. Kunding
Gail A. Kunding, Its Clerk

The foregoing instrument was acknowledged before me this 30th day of April, 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, Parmenter O'Toole
175 W. Apple Ave., 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

OK

REAL ESTATE PURCHASE AGREEMENT

THIS AGREEMENT is made April 24, 2001, by and between the **CITY OF MUSKEGON**, a municipal corporation, with offices at 933 Terrace, Muskegon, Michigan 49440 ("Seller"), and **DOUGLAS MOORE and wife, JEANETTE MOORE**, of 1232 Chestnut Street, Muskegon, Michigan 49442 ("Buyer").

1. **General Agreement and Description of Premises.** Seller agrees to sell, and Buyer agrees to buy, marketable record title of real estate, and all improvements thereon, 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:

Lots 12 and 13 of Block 141 of the Revised Plat of 1903;

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 Three Thousand Five Hundred Dollars (\$3,500), 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. 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 Purchase 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," SUBJECT TO THE EXPRESS COVENANTS, CONDITIONS AND/OR EXPRESS WARRANTIES CONTAINED IN THIS PURCHASE AGREEMENT, ALSO SUBJECT TO THE WARRANTY OF BUYER THAT NO HAZARDOUS SUBSTANCES HAVE BEEN PLACED ON THE PREMISES. 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 other party.

9. **Closing.** The closing date of this sale shall be on or before July 24, 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. In addition, Seller shall be responsible to pay for the recording of any instrument that must be recorded to clear title to the Premises, to the extent required by this Agreement.

Buyer shall pay for the cost of recording the deed to be delivered at Closing.

Buyers are purchasing the Premises under the Jackson Hill Marketing Plan and using the following incentives:

Two-story	\$2,000
Decorative Windows	\$ 200
Window Shutters	\$ 100
Total	\$2,300

The total amount of these incentives, Two Thousand Three Hundred Dollars (\$2,300), will be deducted from the amount due at closing pursuant to the In-Fill Program.

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:

Linda Potter

Oneta Bailey

Louise J. [unclear]

Oneta Bailey

SELLER: CITY OF MUSKEGON

Fred J. Nielsen

Fred J. Nielsen, Mayor

Gail A. Kunderger

Gail A. Kunderger, Clerk

BUYER:

Douglas Moore

Douglas Moore

Social Security No. 388-82-6885

Jeanette Moore

Jeanette Moore

Social Security No. 373-66-5745

Drafted by:

G. Thomas Johnson

PARMENTER O'TOOLE

175 W. Apple Avenue

P.O. Box 786

Muskegon, Michigan 49443-0786

Telephone: 231/722-1621

AFFIDAVIT OF TITLE

STATE OF MICHIGAN
COUNTY OF Muskegon

} SS

Title Commitment # 414811

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:

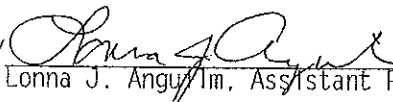
V/L Erickson
Muskegon, Michigan 49442

AND

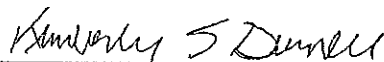
1. That on this date hereof there is no mechanic's lien on the property and that no work has been done, or materials furnished, out of which a mechanic's lien could ripen.
2. That no agreement is in effect which would adversely affect the title to the property such as a purchase agreement, lease, land 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 
Donna J. Angu, Assistant Planner

Subscribed and sworn to, before me a Notary Public, this 10th day of May, 2001



Notary Public _____ County

My Commission Expires: _____

KIMBERLY S. DURNELL
Notary Public, Muskegon County, MI
My Commission Expires 6-8-2004

SURVEY WAIVER

Date: May 10, 2001

RE: 414811

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

Property Address:

V/L Erickson

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 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):

Douglas Moore
Douglas Moore

Jeanette Moore
Jeanette Moore

SELLER(S):

City of Muskegon

BY Lonna J. Anguilm
Lonna J. Anguilm, Assistant Planner

REAL ESTATE TRANSFER TAX VALUATION AFFIDAVIT

This form is issued under authority of P.A. 134 of 1966 and 330 of 1993 as amended.

This form must be filed when you choose not to enter the amount paid for real estate on the deed. It is required whether the transfer is taxable or not. It is not necessary when the amount paid is entered on the deed. This form must be completed and signed by either the seller or his/her authorized agent.

1. County Muskegon	2. City or Township Muskegon
3. Seller's Name and Mailing Address City of Muskegon 933 Terrace St. Muskegon, MI 49440	4. Purchaser's Name and Mailing Address Douglas Moore Jeanette Moore 1232 Chestnut Street Muskegon, MI 49442
5. Type and Date of Document ___ Land Contract Date: <u>x</u> Deed Date: 05/10/01	6. Cash Payment 8. Amount of Mortgage/Land Contract 9. Amount of County Tax \$3.85 9. Amount of State Tax \$26.25
10. If consideration is less than market value, state market value	11. Total Consideration (add lines 6&8) \$3,500.00 12. Total Revenue Stamps \$30.10

13. Legal Description of Real Estate Transferred:

Lots 12 and 13, Block 141, Revised Plat (of 1903) of the City of Muskegon, as recorded in Liber 3 of Plats, Page 71, Muskegon County Records.

State of Michigan }
 }ss.
County of Muskegon }

I certify that the information above is true and complete to the best of my knowledge and that the value stated is the full market value of the property.

Dated this 10th day of May, 2001

Signed:

Subscribed and sworn to before me this 10th day of May, 2001

City of Muskegon


Notary Public

BY 
Lonna J. Anguilm, Assistant Planner

My Commission Expires

KIMBERLY S. DURNELL
Notary Public, Muskegon County, MI
My Commission Expires 6-8-2004

FILE # 414811
DATE: May 10th 2001
PROPERTY ADDRESS: V/L Erickson

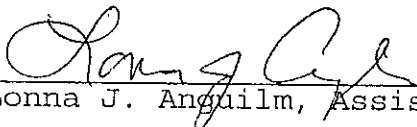
The undersigned hereby acknowledge receipt of a Request to Rescind/Withdraw Homestead Exemption form (Michigan Department of Treasury Form No. 2602) as same is required by Public Act 237 of 1994.

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 
Lonna J. Anguilm, Assistant Planner

PROPERTY TRANSFER AFFIDAVIT

This form must be filed whenever real estate or some types of personal property are transferred (even if you are not recording a deed). It is used by the assessor to ensure the property is assessed properly and receives the correct taxable value. It must be filed by the new owner with the assessor for the city or township where the property is located within 45 days of the transfer. If it is not filed timely, a penalty of \$5/day (maximum \$200) applies. The information on this form is NOT CONFIDENTIAL.

1. Street Address of Property V/L Erickson Muskegon, Michigan 49442	2. County Muskegon	4. Date of Transfer (or land contract was signed) 05/10/01
3. City/Township/Village of Real Estate Muskegon	☒ City ☐ Township ☐ Village	5. Purchase Price of Real Estate 3,500.00
6. Property Identification Number (PIN) If you don't have a PIN, attach legal description. 61-24-205-141-0012-10		PIN. This number ranges from 10 to 25 digits. It usually includes hyphens and sometimes includes letters. It is on the property tax bill and on the assessment notice.
7. Seller's (Transferor) Name City of Muskegon	8. Buyer's (Transferee) Name and Mailing Address Douglas Moore Jeanette Moore V/L Erickson Muskegon, Michigan 49442	

Items 9 - 13 are optional. However, by completing them you may avoid further correspondence.

Transfers include deeds, land contracts, transfers involving trusts or wills, certain long-term leases and interest in a business. See the back for a complete list:

9. Type of Transfer	☐ Land Contract	☐ Lease
	☐ Deed	☐ Other (specify) _____
10. ☐ Yes Is the transfer between related persons?	☐ No	11. Amount of Down Payment
12. ☐ Yes If you financed the purchase, did you pay market rate of interest?	☐ No	13. Amount Financed (Borrowed)

Exemptions

The Michigan Constitution limits how much a property's taxable value can increase while it is owned by the same person. Once the property is transferred, the taxable value must be adjusted by the assessor in the following year to 50 percent of the property's usual selling price. Certain types of transfers are exempt from adjustment. Below are brief descriptions of the types of exempt transfers; full descriptions are in MCL Section 211.27a(7)(a-m). If you believe this transfer is exempt, indicate below the type of exemption you are claiming. If you claim an exemption, your assessor may request more information to support your claim.

- ☐ transfer from one spouse to the other spouse
- ☐ change in ownership solely to exclude or include a spouse
- ☐ transfer of that portion of a property subject to a life lease or life estate (until the life lease or life estate expires)
- ☐ transfer to effect the foreclosure or forfeiture of real property
- ☐ transfer by redemption from a tax sale
- ☐ transfer into a trust where the settlor or the settlor's spouse conveys property to the trust and is also the sole beneficiary of the trust
- ☐ transfer resulting from a court order unless the order specifies a monetary payment
- ☐ transfer creating or ending a joint ownership if at least one person is an original owner of the property (or his/her spouse)
- ☐ transfer to establish or release a security interest (collateral)
- ☐ transfer of real estate through normal public trading of stocks
- ☐ transfer between entities under common control or among members of an affiliated group
- ☐ transfer resulting from transactions that qualify as a tax-free reorganization
- ☐ other, specify: _____

Certification

I certify that the information above is true and complete to the best of my knowledge.

Owner's Signature <i>Douglas Moore</i>	Date 5/10/01	If signer is other than the owner, print name and title.
---	-----------------	--

ACKNOWLEDGEMENT OF HOMESTEAD EXEMPTION AFFIDAVIT
AND REQUEST TO RESCIND/WITHDRAW HOMESTEAD EXEMPTION
AND PROPERTY TRANSFER AFFIDAVIT

FILE # 414811

DATE: May 10th 2001

The undersigned acknowledges receipt of the Property Transfer Affidavit form (Michigan Department of Treasury form No. L-4260) as same is required by Public Act 415 of 1994 which imposes obligations on purchasers/transferees to file said form within 45 days of the date of transfer. The undersigned further acknowledges that Transnation Title Insurance Company is under no obligation to provide said form but does so as an accommodation to the undersigned. The undersigned assume(s) all liability relative to compliance with the Act and, accordingly, holds the Company harmless from and against any liability relative thereto.

Please check one of the following:

- ☐ The undersigned do not request Transnation Title Insurance Company to file the form on their behalf.
- ☒ The undersigned request that the Company mail the form by first class mail and acknowledges 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 said form is not received or properly processed by the local tax collecting unit.

The undersigned acknowledges receipt of the Homestead Exemption Affidavit form (Michigan Department of Treasury Form No. 2368) as same is required by Public Act 415 of 1994 which imposes obligations on purchasers/transferees to file said form within 45 days of the date of transfer. The undersigned further acknowledges that Transnation Title Insurance Company is under no obligation to provide said form but does so as an accommodation to the undersigned. The undersigned assume(s) all liability relative to compliance with the Act and, accordingly, holds the Company harmless from and against any liability relative thereto.

Please check one of the following:

- ☒ The undersigned do not request Transnation Title Insurance Company to file the form on their behalf.
- ☐ The undersigned request that the Company mail the form by first class mail and acknowledges 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 said form is not received or properly processed by the local tax collecting unit.

PURCHASER(S):

Doug Moore
Douglas Moore

Jeanette Moore
Jeanette Moore

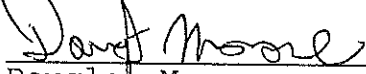
ACKNOWLEDGEMENT OF HOMESTEAD EXEMPTION AFFIDAVIT
AND REQUEST TO RESCIND/WITHDRAW HOMESTEAD EXEMPTION
AND PROPERTY TRANSFER AFFIDAVIT

FILE # 414811
DATE: May 10th 2001

The undersigned hereby acknowledge that once construction of their principle residence on the above referenced property is completed, it is their responsibility to file for homestead exemption with the property municipality for the property taxes. Failure to do so will result with the higher property taxes being charged on the tax bill.

The undersigned further agree to hold Transnation Title Insurance Company harmless for any loss or damage that may occur in the event the exemption is not properly filed.

PURCHASER(S) :



Douglas Moore



Jeanette Moore

Commission Meeting Date: April 24, 2001

Date: April 17, 2001

To: Honorable Mayor & City Commission

**From: Community and Neighborhood Services W.G.
Department**

RE: Approve of the City of Muskegon 2001 Action Plan

SUMMARY OF REQUEST: To approve the 2001 Community Development/HOME Action Plan for the 2001-2002 fiscal year. It is further requested that the Commission authorize the Mayor and the City Clerk to sign the 2001-2002 Action Plan, so the Community and Neighborhood Services can request the U. S. Department of Housing and Urban Development to release the 2001-2002 City of Muskegon CDBG/HOME funding.

FINANCIAL IMPACT: The total CDBG/HOME funding is approx. \$1.8 million dollars.

BUDGET ACTION REQUIRED: None

STAFF RECOMMENDATION: To approve both items.

COMMITTEE RECOMMENDATION: None

Action Plan
COMMUNITY DEVELOPMENT BLOCK GRANT

FISCAL YEAR 27: June 1, 2001 thru May 31, 2002

MISSION STATEMENT & NARRATIVE SUMMARIES

To provide its residents with the ability to live in safe, decent, sanitary and attractive housing and to assure the preservation and enhancement of the City's neighborhoods, public facilities and infrastructure are examples of annual activities undertaken by the City of Muskegon to promote the overall well-being of this community. This section of the Consolidated Housing & Community Development Plan will describe eligible programs, projects and activities to be undertaken with funds expected to be made available during the above program year and their relationship to housing and non-housing community development needs outlined in previous sections.

PURPOSE & INTENT

In accordance with the National Affordable Housing Act of 1990, the City of Muskegon must submit an Annual Action Plan to the U. S. Department of Housing & Urban Development pursuant to its approved Consolidated Housing & Community Development Plan (CHCDP), which identifies proposed actions toward meeting housing and non-housing priorities. Affected programs include, but are not limited to the Community Development Block Grant (CDBG), the HOME Investment Partnership (HOME), the Emergency Shelter Grant (ESG), Homeless Assistance, Youth Build, and the Housing Opportunities for Persons Living with AIDS (HOPWA) Programs.

**COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
ANNUAL STATEMENT OF PRIORITIES & PROPOSED PROJECTS**

The City's Community Development Block Grant (CDBG) program is annually funded to address the City's short and long-term goals, needs and priorities. These goals, needs and priorities are translated into the City's *Annual Action Plan and Statement of Priorities and Proposed Projects* for each program year period. If a determination is made not to implement an activity, to carry out an activity not previously described, or to substantially change the purpose, scope, location, or beneficiaries of an activity, an *Amendment* to the active program year Action Plan will be enacted. The City's Statement of Priorities and Proposed Projects for this period follows the Summary of Resources below:

Projected Resources & Activity Summary:

\$1,387,000 FY 2000 HUD/CDBG Entitlement

\$1,387,000 Total Available CDBG Resources

Summary of Priorities and Proposed Projects

The City of Muskegon proposes to undertake activities during the 2001 - 2002 program year described as follows:

Housing Priorities & Proposed Projects

Proposed projects will aid in the elimination of substandard housing conditions which are detrimental to life, health, and safety by providing assistance to owners of single-family residential housing units as follows:

\$122,400 **Housing Rehab - Emergency Repair Program.** Continued assistance to very low-income homeowners for the repair of single-purpose housing deficiencies which pose a serious threat to life, health, or safety.

Locations: City/Community Wide

Targeted Outcome: 40 Housing Units

\$280,500 **Housing Rehab - Paint/Siding Program.** Continued assistance to provide free paint to low-income owner-occupants of single-family housing units, or vinyl siding to very low-income, owner-occupants.

Locations: City/Community Wide

Targeted Outcome: 80 Housing Units

\$98,546.33 **Housing Rehab - Service Delivery Costs.** Funding for the administration of housing rehab programs and incidental costs associated with the housing rehab activities such as credit reports and recording fees.

\$85,000 **Residential Clearance.** Continued funding for the board-up and demolition of vacant, substandard residential structures which are not suitable for rehabilitation.

Locations: Census Tract 2 – Jackson Hill; 3 – Angell; 5 – McLaughlin; and 6.02 Nelson Neighborhood

Targeted Outcome: 15 Housing Units

\$45,000 **Code Enforcement.** Funding for the enforcement of City ordinances with respect to property maintenance and neighborhood blighting influences.

Locations: Census tract 3 – Angell Neighborhood, Census tract 5 – McLaughlin, Census tract 2 – Jackson Hill, Census tract 1 – Marquette, Census tract 6.02 Nelson Neighborhood

Targeted Outcome: 75 Households

Non-Housing Priorities & Proposed Projects

Proposed projects will encourage commercial and retail development by taking maximum advantage a variety of resources, to promote business expansion and investment in order to create a balanced recreational, commercial, residential, educational and industrial economic climate as follows:

\$240,000 **Shoreline Drive Bond Repayment.** Funding for payment of bond authority funds toward completion of the Shoreline Drive project, to be used for real property acquisition of affected properties.

Location: Census Tract 7 – Central Business

Targeted Outcome: Area Redevelopment

Public Improvements Proposed Projects

Proposed projects will provide the impetus to insure the continued maintenance and upgrading of the City's infrastructure and transportation resources as follows:

\$100,000 **Sidewalk Assessment Program.** Continued funding of sidewalk replacement costs for low-income homeowners, as identified by the sidewalk replacement program.

Location: Census Tracts – Nelson Neighborhood

Targeted Outcome: 75 Households

\$75,000 **Public Rehabilitation/Clean-ups.** Funding to be used for maintenance of City-owned residential lots and other future public rehabilitation projects.

Public Services & Proposed Projects

Proposed projects will support community-based organizations by promoting neighborhood self-sufficiency and meet the under-served needs of special needs populations such as youth, the elderly, persons with disabilities and the homeless. Innovative programs to meet these needs are proposed as follows:

\$70,000 **Recreation Programs.** Continued funding of core-city youth recreation programs. Activities include summer/winter swimming, gym activities, basketball, family recreation, indoor soccer, and summer playground programs.

Location: Census Tract 2 – Jackson Hill; 3 – Angell; 4 – East Muskegon; 5 - McLaughlin
Targeted Outcome: 500 Youth

\$47,000 **Sr. Citizen Transit.** Continued funding to provide low-cost transportation services for elderly residents to medical facilities, shopping centers, educational/recreational activities and other related destinations.

Location: City/Community Wide
Targeted Outcome: 100 Elderly

\$35,000 **Special Projects/Community-Based Organizations.** Continuation of grant program for local non-profit organizations to provide various services to low-income community residents.

Location: City/Community Wide
Targeted Outcome: 8 Community-Based Organizations

\$155,000 **Management & Coordination.** General management, oversight and coordination of CDBG activities. Funding includes cost of staff salaries and fringe benefits, office supplies, equipment and contingency; Contract Compliance/EO and Indirect Costs.

\$10,000 **Contingency.** Additional funding to be used for over runs and or other unforeseen occurrences.

\$1,387,000 - CDBG PROJECTS/ACTIVITIES - 2001

FY27- 2001 - 2002 ACTIVITIES - By RANKING

REHABILITATION – HOUSING	510,400	37%
Emergency Repair		
Paint/Siding		
Administration		
 BOND REPAYMENT	 240,000	 17%
Shoreline Drive		
 PUB. FACILITIES – ASSESSMENTS	 100,000	 7%
Sidewalks		
 GENERAL ADMINISTRATION	 170,000	 12%
General Admin.		
Affirm. Action		
 PUBLIC SERVICES	 152,000	 11%
Recreation Programs		
Sr. Transit		
CBO Grants Program		
 CODE ENFORCEMENT – HOUSING	 45,000	 3%
Code Inspections		

**2001 HOME INVESTMENT PARTNERSHIPS PROGRAM
CITY OF MUSKEGON
COMMUNITY & NEIGHBORHOOD SERVICES
PROGRAM DESCRIPTION**

2001 ALLOCATION OF FUNDS **\$572,000**

HOME Community Housing Development Organizations (CHDOs) **\$170,000**

As a participating jurisdiction, the City of Muskegon is required to provide opportunities for Community Housing Development Organizations to utilize HOME funds to produce affordable housing within the city of Muskegon. Funding will include the provision of technical assistance to assist in building the capacity of CHDOs to produce affordable housing and for administrative support of the organizations within the regulatory guidelines. Eligible activities include the acquisition of vacant land or existing structures, the construction or rehabilitation of these properties for occupancy by low to moderate income individuals.

Distribution of Funds

The City of Muskegon will publish a Request for Proposals based on the priorities set in the City of Muskegon's FY2001 Consolidated Housing & Community Development Action Plan. Priority will be given to organizations which plan to undertake activities that will promote neighborhood revitalization through new residential development, homeownership and increased leveraging of private sector funds in core city neighborhoods. Eligible projects may include new construction or rehabilitation of single family units or multi-family units for homeownership or rental. Proposals for continuance of homebuyer education and downpayment assistance programs will also be considered as a high priority.

Distribution of Administrative Support

The CHDO administrative support will be awarded on a competitive basis with the funds being awarded to one organization whose proposal best meets the priorities. A portion of the CHDO administrative support will go towards capacity-building to enable CHDOs to improve their ability to develop affordable housing and provide housing-related services.

HOME Infill Housing

The City of Muskegon will utilize HOME funds to construct single family and/or multi-family housing units within the regulatory cost limits, preferably in areas not currently accessible to low to moderate income families. The units will be marketed to low to moderate income families for occupancy as their principal place of residence.

Downpayment assistance will be available to assist potential buyers to assist them in acquiring the homes. The amount of downpayment assistance provided to the homeowner will be held as a deferred second mortgage repayable upon transfer of the property before the end of the applicable affordability period. The length of the affordability period will be determined by the amount of HOME funds used as downpayment assistance to the homeowner. Mortgage financing must be within the HUD 203(b) single-family mortgage limits prescribed for the area.

HOME Rental Rehabilitation – NOT FUNDED THIS FISCAL YEAR

Eligible Properties

This program is proposed to provide assistance to rental property owners in the rehabilitation of single or multi-family rental properties to bring them up to code. This program will be available for properties with four or less rental units in the building. Priority will be given to single family rental units in need of major system repairs. The maximum assistance available per project will be \$30,000.

Program Requirements

Properties must be occupied by low to very-low income tenants, preferably those with incomes at or below 60% of area median income. Properties receiving assistance must be primarily rental in use (51% of the rentable floor space used for residential rental purposes). After rehabilitation, the properties must meet all applicable local codes and rehabilitation standards.

Program Marketing

The City of Muskegon will actively market this program with the local rental property owners association, area lenders, other non-profit organizations, neighborhood associations and other housing and community development related entities.

Recapture provisions

The City elects to adopt the recapture of the homebuyer subsidy. The homebuyer subsidy will be forgiven by the City at a rate of 1/180 per month throughout the term of the affordability period. Upon sale of the property by the homeowner within the affordability period, the homeowner will be required to repay a prorated portion of the HOME funds used to subsidize the purchase of the home.

The property owners return on investment at the point of sale will include:

- The amount of the homebuyer's downpayment made from their own resources

- The amount of mortgage principle repaid at the time of resale

- The appreciated value of the property (Appraised value at resale less the appraised value of the property at the time of purchase by the homeowner).

The homeowner will receive the full amount of the fair return only if sufficient sale proceeds remain after all outstanding debt (including repayable HOME subsidy amounts) and closing costs are paid. Any proceeds remaining after payment of the outstanding debt, closing costs, fair return, and any HOME subsidy repayment will be shared 50/50 between the homeowner and the City. Any funds repaid to the City will be returned to the HOME trust fund. Repayment of the HOME subsidy amount will not be required if the resale does not provide sufficient net proceeds to satisfy other outstanding debt, pay closing costs, and offer a fair return on investment to the property owner. Partial repayment may be required based on the amount of sales proceeds received by the homeowner.

II. Rental Rehabilitation Program – ***NOT FUNDED THIS FISCAL YEAR***

This program will provide funding for the rehabilitation of existing rental units located in the City of Muskegon occupied by families whose annual incomes do not exceed 60 percent of the median family income for the area, adjusted for family size. The City will provide a maximum of \$30,000 by matching the owner's contribution to the rehabilitation. The property owner must contribute the remaining development costs. Properties rehabilitated under this program must meet applicable local building codes at the completion of the project.

Property owners will be eligible for assistance under the City's Rental Rehabilitation programs only if there are no outstanding legal actions pending against them for chronic outstanding violations. Landlords who have already received assistance under the HUD Rental Rehab program, the MSHDA HOME Rental Rehab program, or the City's HOME Rental Rehab program will not be eligible for additional assistance to the same properties. Qualifying property owners must be current on all taxes and debts owed to the City of Muskegon prior to submitting their application for assistance, and throughout the HOME affordability period.

Tenant Occupancy

For properties receiving HOME Rental Rehabilitation assistance, the units must be occupied by families with incomes at or below 80% of area median income, adjusted for family size. Income determinations will be made at the time of application. Tenant occupancy and income will be re-certified annually for the length of the applicable affordability period.

RELEVANT NARRATIVE STATEMENTS
Issue: Continuum of Care Strategy for the Homeless

Muskegon County's Continuum of Care¹ can be viewed as four interconnected phases. **Phase One** is an outreach and entry phase. The homeless, near-homeless, and the working poor at risk of homelessness are identified by organizations that provide life-sustaining assistance...shelter, food and financial support. These entities include the Salvation Army, City Rescue Mission, Red Cross, Community Action Against Poverty, Every Woman's Place, Catholic Human Development Outreach and the COGIC Center of Trinity Village. Their obligation to this strategic plan is to identify and perform an initial assessment. This process allows referral to safe shelter for the homeless and to case management services for the near homeless to prevent the loss of home.

Phase Two is a barrier identification and case management phase. During this phase, client issues are explored more intensely, and individual, client-driven case management plans are designed. Additional services from the community are then "wrapped around" the client that addresses the barriers to safe housing and economic stability. These may include employment assessment and training, substance abuse treatment, support services education, health and dental care provisions, legal support, individual and family counseling and movement into a transitional living situation. The near-homeless continue to be monitored and supported to prevent their loss of home. Organizations involved at this time include Family Centers, Legal Aid, Treatment Centers, County Employment and Training sites, Health Care providers, and mental health specialists. It should be noted that even with expensive services in this Phase, a lack of transitional housing can result in a "revolving door" situation, with clients returning into Phase One.

Phase Three continues the case management plan, with additional emphasis on self-supporting skills such as gaining and retaining a life sustaining wage, budgeting, parenting, permanent housing education and nutrition. Clients in this phase are moved toward permanent housing, if previously homeless, or toward greater stability if identified originally as near homeless. Housing education stresses home ownership as a preferred strategy over renting. In this phase, Housing Commissions, financial institutions, neighborhood associates and the faith based community are included.

Clients in **Phase Four** are supported in their efforts to gain and maintain a permanent residence, both physically and financially. Section 8 housing vouchers, city renovation project grants, and low or no-cost reclamation loans are sought for this purpose. Support services are offered as required to continue the development and stability of the family toward self-sufficiency and economic sustainability. Case management services taper off as clients become more self-reliant.

Priorities in Muskegon County include support for emergency shelters, additional transition housing units, and a computerized case management system for data collection and analysis.

Issue: Fair Housing Needs Impediments

The City of Muskegon, in partnership with the Cities of Muskegon Heights and Norton Shores, The Housing Commissions of Muskegon and Muskegon Heights and several members of the local non-profit community have contracted with the Grand Rapids Fair Housing Center. To conduct a Housing Impediment study to be completed sometime this summer in order to meet this statutory requirement.

¹ "Muskegon County Homeless Coalition/ABSTRACT" - March, 1999

Issue: Welfare Reform Impact

The Personal Responsibility and Work Opportunity Reconciliation Act of 1996 represents significant changes in perceptions of 'welfare reform'. The challenges represented are critical to all segments of a given community, and the City of Muskegon is no exception. The Dept. of HUD is promoting a three-pronged response to begin addressing this issue, and the City of Muskegon will make every attempt to expand its partnerships with HUD, the State of Michigan, and community organizations to provide viable services to its residents affected by the legislation by promoting the following endeavors:

- * Support for the creation of job opportunity through economic development activities;
- « Support and monitoring of innovative uses of tenant-based rental assistance linking welfare recipients to jobs;
- « Support and continued promotion of the family self-sufficiency concept;
- « Provide supportive technical assistance when needed, to help welfare recipients make the transition from dependency to work through expansion initiatives, funding for supportive services and encourage initiatives which provide access to education and job training.

The City acknowledges several area agencies which provide assistance and supportive services with these common goals, and will continue to expand its role and partnerships, as debate on this issue and its impact continue to be assessed.

Issue: Lead Paint Hazard Reduction

The City will continue to coordinate actions toward reduction of lead hazards in housing units with the Muskegon County Health Department, particularly in homes occupied by children under the age of seven(7), and with elevated blood lead levels. Although, the number of homes rehabilitated under the City's housing programs remain a small portion of units suspected to have lead hazards, the County Health Department continues to focus on the existence of hazards in the community and employees various strategies through area social service agencies for abatement, education, screening and coordination.

The City's actions toward eradication of this particular hazard to the community involves the following:

- Continued support and coordination with the Muskegon County Health Department;
- Priority consideration under housing programs to households with children with elevated blood lead levels;
- Allocation of CDBG funding for lead hazard abatement and remediation in previously rehabilitated homes; and
- Provision of the most current information, data analysis, and prevention methods to the general public through brochures, pamphlets and other education materials on the risks of lead poisoning.

Under the City's HOME Program, certain activities involve the acquisition and/or sale of single-family properties and investor-rehabilitation assistance for rental properties. Under this program, the following actions apply for purchase, rental, and renovation of pre-1978 housing units:

- *Investor/Landlords* must disclose known information on lead-based paint hazards before leases take effect;

Date: April 24, 2001
To: Honorable Mayor and City Commissioners
From: Engineering
RE: City – MDOT Agreement for:
Laketon Ave. Wood to Peck

SUMMARY OF REQUEST:

To approve the attached contract with MDOT for the Milling & Resurfacing as well as the construction of a left turn ^{lane} on Laketon Ave. from Wood to Peck and to approve the attached resolution authorizing the Mayor and City Clerk to sign the contract.

FINANCIAL IMPACT:

MDOT participation is about \$150,000. The estimated total cost of the project is \$350,000.

BUDGET ACTION REQUIRED:

None at this time. The City's share of the cost will come out of the Major Street Fund as was budgeted.

STAFF RECOMMENDATION:

That the attached agreement and resolution be approved.

COMMITTEE RECOMMENDATION:

RESOLUTION 2001-44(h)

RESOLUTION FOR APPROVAL OF A CONTRACT AGREEMENT BETWEEN THE MICHIGAN DEPARTMENT OF TRANSPORTATION AND THE CITY OF MUSKEGON FOR THE MILLING & RESURFACING OF LAKETON AVE. BETWEEN WOOD & PECK; INCLUDING THE CONSTRUCTION OF A LEFT TURN LANE AS WELL AS ALL NECESSARY RELATED WORK. AND AUTHORIZATION FOR MAYOR, FRED J. NIELSEN, AND CITY CLERK, GAIL A. KUNDINGER, TO EXECUTE SAID CONTRACT

Moved by Commissioner Schweifler and supported by
Commissioner Spataro that the following Resolution be adopted:

WHEREAS, entry by the City of Muskegon into Contract no. **01-5136** between the Michigan Department of Transportation and the City of Muskegon for the **MILLING & RESURFACING OF LAKETON AVE. FROM WOOD TO PECK** within the City is in the best interests of the City of Muskegon.

RESOLVED, that entry by the City into Contract Agreement Number **01-5136** be and the same is hereby authorized and approved and the Mayor and Clerk are authorized to execute said contract for and on behalf of the City of Muskegon.

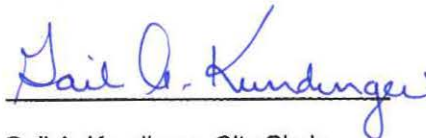
Adopted this 24th day of April, 2001.

BY



Fred J. Nielsen, Mayor

ATTEST



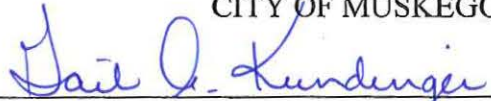
Gail A. Kunderger, City Clerk

CERTIFICATION

This resolution was adopted at a meeting of the City Commission, held on April
24, 2001. The meeting was properly held and noticed pursuant to the Open
Meetings Act of the State of Michigan, Act 267 of the Public Acts of 1976.

CITY OF MUSKEGON

By



Gail A. Kunding, Clerk

TRANSPORTATION
COMMISSION

BARTON W. LABELLE, Chairman
JACK L. GINGRASS, Vice Chairman
LOWELL B. JACKSON
BETTY JEAN AWREY
TED B. WAHBY
JOHN W. GARSIDE

LH 0-0 (4/99)

STATE OF MICHIGAN



JOHN ENGLER, GOVERNOR

DEPARTMENT OF TRANSPORTATION

TRANSPORTATION BUILDING, 425 WEST OTTAWA POST OFFICE BOX 30050, LANSING, MICHIGAN 48909

PHONE: (517) 373-2090 FAX: (517) 373-0167 WEB SITE: <http://www.mdot.state.mi.us>

GREGORY J. ROSINE, DIRECTOR

April 5, 2001

Ms. Gail Kunding, Clerk
City of Muskegon
933 Terrace Street, P.O. box 536
Muskegon, MI 49443-0536

RECEIVED
CITY OF MUSKEGON

APR 10 2001

Dear Ms. Kunding:

RE: MDOT Contract No.: 01-5136
Control Section EDF 61577
Job Number 55839

ENGINEERING DEPT.

Enclosed is the original and one copy of the above described contract between your organization and the Michigan Department of Transportation (MDOT). Please take time to read and understand this contract. If this contract meets with your approval, please complete the following checklist:

- ___ Please do not date the contracts. MDOT will date the contracts when they are executed. A contract is not executed unless it has been signed by both parties.
- ___ Secure the necessary signatures on all contracts.
- ___ Include a certified resolution. The resolution should specifically name the officials who are authorized to sign the contracts.
- ___ Return all copies of the contracts to my attention of the Department's Design Division, 2nd floor for MDOT execution.

A copy of the executed contract will be forwarded to you. If you have any questions, please feel free to contact me at (517) 335-2264.

Sincerely,

Jackie Burch

Jackie Burch
Contract Processing Specialist
Design Division

Enclosure

TED (F)
NON FED

CAB
Job Number 55839
Control Section EDF 61577
Contract No. 01-5136

THIS CONTRACT is made and entered into this date of 7-6-2001, by and between the MICHIGAN DEPARTMENT OF TRANSPORTATION, hereinafter referred to as the "DEPARTMENT;" and the CITY OF MUSKEGON, a Michigan municipal corporation, hereinafter referred to as the "REQUESTING PARTY;" for the purpose of fixing the rights and obligations of the parties in agreeing to the following improvements, in the City of Muskegon, Michigan, hereinafter referred to as the "PROJECT" and estimated in detail on EXHIBIT "I," dated March 19, 2001, attached hereto and made a part hereof:

Milling and resurfacing work along Laketon Avenue from Wood Street to Peck Street; including left-turn lane construction work; and all together with necessary related work.

WITNESSETH:

WHEREAS, the State of Michigan is hereinafter referred to as the "State;" and

WHEREAS, the PROJECT has been approved for financing in part with funds from the State appropriated to the Transportation Economic Development Fund, hereinafter referred to as "TED FUNDS," qualifies for funding pursuant to PA 231, Section 11(2)(b); Public Act of 1987, as amended, and is categorized as:

CATEGORY "F" FUNDED PROJECT

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

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

1. The parties hereto shall undertake and complete the PROJECT in accordance with the terms of this contract.
2. The term "PROJECT COST," as herein used, is hereby defined as the cost of the physical construction necessary for the completion of the PROJECT.

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

3. The DEPARTMENT is authorized by the REQUESTING PARTY to perform, at no cost to the PROJECT, such administration of PROJECTS covered by this contract as is necessary to assist the REQUESTING PARTY to qualify for funding. Such administration may include performing such review, legal, financing, any other PROJECT related activities as are necessary to assist the REQUESTING PARTY in meeting applicable State requirements.

The DEPARTMENT shall provide the REQUESTING PARTY with a notice to proceed with the award of the construction contract for the PROJECT.

The DEPARTMENT shall make a final acceptance inspection of the PROJECT as necessary to ensure the PROJECT meets State requirements. Failure to comply with State requirements may result in forfeiture of future distributions of the Michigan Transportation Fund as described in Section 6. No charges will be made by the DEPARTMENT to the PROJECT for any inspection work or construction engineering.

4. The REQUESTING PARTY, under the terms of this contract, shall advertise and award the PROJECT work in accordance with the following:

- A. The REQUESTING PARTY will, at no cost to the DEPARTMENT or the PROJECT, design, or cause to be designed, the PROJECT, and shall accept full responsibility for that design. Any review undertaken by the DEPARTMENT is for its own purposes and is not to nor does it relieve the REQUESTING PARTY of liability for any claims, causes of action or judgments arising out of the design of the PROJECT.
- B. The REQUESTING PARTY, hereby, certifies to the DEPARTMENT that the plans, specifications, and estimates for the PROJECT have been prepared in compliance with applicable State laws, local ordinances, and State and local standards and regulations.
- C. The REQUESTING PARTY, hereby, certifies to the DEPARTMENT that the contracting procedures to be followed by the REQUESTING PARTY in connection with the solicitation of the construction contract for the PROJECT shall be based on an open competitive bid process. It is understood that the proposal for the PROJECT shall be publicly advertised and the contract awarded on the basis of the lowest responsive and responsible bid in accordance with applicable State statutes, local ordinances, and State and local regulations.

- (1) The REQUESTING PARTY shall not award the construction contract prior to receipt of a notice to proceed from the DEPARTMENT.
- (2) Upon verification that contractor selection by the REQUESTING PARTY was made in accordance with the terms of this contract and upon receipt of the "Request for Payment" form from the REQUESTING PARTY, the DEPARTMENT will authorize payment to the REQUESTING PARTY for the eligible amount in accordance with Section 5.

D. The REQUESTING PARTY, at no cost to the PROJECT or the DEPARTMENT, will comply with all applicable State statutes, local ordinances, and State and local regulations, including, but not limited to, those specifically relating to construction contract administration and obtain all permits and approvals with railway companies, utilities, concerned State, Federal, and local agencies, etc., and give appropriate notifications as may be necessary for the performance of work required for the PROJECT.

The REQUESTING PARTY agrees to comply with all applicable requirements of Part 91, Soil Erosion and Sedimentation Control of the Natural Resources and Environmental Protection Act, 1994 PA 451 as amended by 1995 PA 60 and 1996 PA 173, MCL 324.9101 et. seq., for all PROJECT work performed under this contract, and the REQUESTING PARTY shall require its contractors and subcontractors to comply with the same.

E. All work in connection with the PROJECT shall be performed in conformance with the DEPARTMENT'S current Standard Specifications for Construction, special provisions, and the supplemental specifications and plans pertaining to the PROJECT. All materials furnished and used in the construction of the PROJECT shall conform to the aforesaid specifications. The REQUESTING PARTY shall neither seek nor receive reimbursement from the DEPARTMENT for any extra work. Any changes in the scope of work for the PROJECT will require approval by the DEPARTMENT.

F. The REQUESTING PARTY, at no cost to the PROJECT or to the DEPARTMENT, shall appoint a project engineer who shall administer the PROJECT and ensure that the plans and specifications are followed, and shall perform or cause to be performed the construction engineering and inspection services necessary for the completion of the PROJECT.

Should the REQUESTING PARTY elect to use consultants for construction engineering and inspection, the REQUESTING PARTY shall provide a full-

time project manager employed by the REQUESTING PARTY who shall ensure that the plans and specifications are followed.

G. The REQUESTING PARTY shall require the contractor who is awarded the contract for the construction of the PROJECT to provide, as a minimum, insurance in the amounts specified in and in accordance with the DEPARTMENT'S current Standard Specifications for Construction, and to:

- (1) Maintain bodily injury and property damage insurance for the duration of the PROJECT.
- (2) Provide owner's protective liability insurance naming as insureds the State of Michigan, the Michigan State Transportation Commission, the DEPARTMENT and its officials, agents and employees, the REQUESTING PARTY and any other party with jurisdiction for the roadway being constructed as the PROJECT, and their employees, for the duration of the PROJECT and to provide copies of certificates of insurance to the insureds. It is understood that the DEPARTMENT does not assume either ownership of any portion of the PROJECT or jurisdiction of any REQUESTING PARTY highway as a result of being named as an insured on the owner's protective liability insurance policy.
- (3) Comply with the requirements of notice of cancellation and reduction of insurance set forth in the current Standard Specifications for Construction and to provide copies of notices and reports prepared to those insured.

H. The REQUESTING PARTY shall notify the DEPARTMENT thirty (30) days prior to the anticipated opening of the PROJECT to traffic and certify that the PROJECT has been constructed in accordance with the PROJECT plans, specifications, and construction contract.

5. The PROJECT COST shall be met by contributions by TED FUNDS. TED FUNDS Category F shall be applied to the eligible items of the PROJECT COST up to an amount not to exceed the lesser of: (1) the approved and responsible low bid amount, or (2) \$150,000, the grant amount. The balance, if any, of the PROJECT COST, after deduction of TED FUNDS, is the sole responsibility of the REQUESTING PARTY.

The REQUESTING PARTY shall be responsible for the payment of all costs and expenses incurred in the performance of PROJECT work.

6. The REQUESTING PARTY shall establish and maintain adequate records and accounts relative to the cost of the PROJECT. Said records shall be retained for a period of three (3) years after completion of construction of the PROJECT and shall be available for audit by the DEPARTMENT. In the event of a dispute with regard to allowable expenses or any other issue under this contract, the REQUESTING PARTY shall continue to maintain the records at least until that dispute has been finally decided and the time after all available challenges or appeals of that decision has expired.

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

The REQUESTING PARTY, within six (6) months of completion of the PROJECT and payment of all items of PROJECT COST related thereto, shall make a final reporting of construction costs to the DEPARTMENT.

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

Within sixty (60) days after the date of the Notice of Audit Results, the REQUESTING PARTY shall: (a) respond in writing to the responsible Bureau or the DEPARTMENT indicating whether or not it concurs with the audit report, (b) clearly explain the nature and basis for any disagreement as to a disallowed item of expense, and (c) submit to the DEPARTMENT a written explanation as to any questioned or no opinion expressed item of expense, hereinafter referred to as the "RESPONSE". The RESPONSE shall be clearly stated and provide any supporting documentation necessary to resolve any disagreement or questioned or no opinion expressed item of expense. Where the documentation is voluminous, the REQUESTING PARTY may supply appropriate excerpts and make alternate arrangements to conveniently and reasonably make that documentation available for review by the DEPARTMENT. The RESPONSE shall refer to and apply the language of the contract. The REQUESTING PARTY agrees that failure to submit a RESPONSE within the sixty (60) day period constitutes agreement with any disallowance of an item of expense and authorizes the DEPARTMENT to finally disallow any items of questioned or no opinion expressed cost.

The DEPARTMENT shall make its decision with regard to any Notice of Audit Results and RESPONSE within one hundred twenty (120) days after the date of the Notice of Audit Results. If the DEPARTMENT determines that an overpayment has been made to the REQUESTING PARTY, the REQUESTING PARTY shall repay that amount to the DEPARTMENT or reach agreement with the DEPARTMENT on a repayment schedule within thirty (30) days after the date of an invoice from the DEPARTMENT. If the REQUESTING PARTY fails to repay the overpayment or reach agreement with the DEPARTMENT on a repayment schedule within the thirty (30) day period, the

REQUESTING PARTY agrees that the DEPARTMENT shall deduct all or a portion of the overpayment from any funds then or thereafter payable by the DEPARTMENT to the REQUESTING PARTY under this contract or any other agreement, or payable to the REQUESTING PARTY under the terms of 1951 PA 51, as applicable. Interest will be assessed on any partial payments or repayment schedules based on the unpaid balance at the end of each month until the balance is paid in full. The rate of interest will be based on the Michigan Department of Treasury common cash funds interest earnings. The rate of interest will be reviewed annually by the DEPARTMENT and adjusted as necessary based on the Michigan Department of Treasury common cash funds interest earnings. The REQUESTING PARTY expressly consents to this withholding or offsetting of funds under those circumstances, reserving the right to file a lawsuit in the Court of Claims to contest the DEPARTMENT'S decision only as to any item of expense the disallowance of which was disputed by the REQUESTING PARTY in a timely filed RESPONSE.

The REQUESTING PARTY shall comply with the Single Audit Act of 1984, P.L. 998-502 and applicable State laws and regulations relative to audit requirements.

7. Upon completion of construction of the PROJECT, the REQUESTING PARTY will cause to be enacted and enforced such ordinances or regulations as may be necessary to prohibit parking in the roadway right-of-way throughout the limits of the PROJECT.

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

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

9. If, subsequent to execution of this contract, previously unknown hazardous substances are discovered within the PROJECT limits, which require environmental remediation pursuant to

either State or federal law, the REQUESTING PARTY, in addition to reporting that fact to the Department of Environmental Quality, shall immediately notify the DEPARTMENT, both orally and in writing of such discovery. The DEPARTMENT shall consult with the REQUESTING PARTY to determine if it is willing to pay for the cost of remediation and to determine the eligibility, for reimbursement, of the remediation costs. The REQUESTING PARTY shall pay all costs associated with such remediation, including all delay costs of the contractor for the PROJECT. If the REQUESTING PARTY refuses to participate in the cost of remediation, the grant shall be forfeited back to the DEPARTMENT.

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

11. The DEPARTMENT'S sole reason for entering into this contract is to enable the REQUESTING PARTY to obtain and use funds provided by the State.

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

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

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

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

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

14. In addition to any protection afforded by a policy of insurance, the REQUESTING PARTY agrees to indemnify and save harmless the State of Michigan, the Michigan State Transportation Commission, the DEPARTMENT and all officers, agents, and employees thereof:

- A. From any and all claims by persons, firms, or corporations for labor, materials, supplies or services provided to the REQUESTING PARTY in connection with the contract which the REQUESTING PARTY shall perform under the terms of this contract; and
- B. From any and all claims for injuries to, or death of, any and all persons, for loss of or damage to property, environmental damage, degradation, response and cleanup costs, and attorney fees or other related costs, arising out of, under, or by reason of the Agreement, including the design of the PROJECT, except claims resulting from the sole negligence or wilful acts or omissions of said indemnitee, its agents or employees.

The DEPARTMENT shall not be subject to any obligations or liabilities by contractors of the REQUESTING PARTY or their subcontractors or any other person not a party to this contract without its specific consent and notwithstanding its concurrence in or approval of the award of any contract or subcontract or the solicitation thereof.

It is expressly understood and agreed that the REQUESTING PARTY shall take no action or conduct which arises either directly or indirectly out of its obligations, responsibilities, and duties under this contract, which results in claims being asserted against or judgments being imposed against the State of Michigan, the DEPARTMENT, and/or the Michigan State Transportation Commission.

In the event that the same occurs, for the purpose of this contract, it will be considered as a breach of this contract thereby giving the State of Michigan, the DEPARTMENT, and/or the Michigan State Transportation Commission a right to seek and obtain any necessary relief or remedy, including but not by way of limitation, a judgment for money damages.

15. In connection with the performance of PROJECT work under this contract the parties hereto (hereinafter in Appendix "A" referred to as the "contractor") agree to comply with the State of Michigan provisions for "Prohibition of Discrimination in State Contracts," as set forth in Appendix A, attached hereto and made a part hereof. The parties further covenant that they will comply with the Civil Rights Acts of 1964 being P.L. 88-352, 78 Stat. 241, as amended, being Title

42 U.S.C. Sections 1971, 1975a-1975d, and 2000a-2000h-6, and will require similar covenants on the part of any contractor or subcontractor employed in the performance of this contract.

16. The REQUESTING PARTY and other local agencies, as applicable parties, understand and agree that the highway(s) or street(s) being improved under the terms of this agreement and funded with Transportation Economic Development Funds, shall not be subject to any restriction by local authorities in using certain commercial vehicles on such highway(s) or street(s). Such restrictions are in conflict with the basic concept of the Transportation Economic Development Program and Funding. The REQUESTING PARTY, by signing this agreement, agrees to obtain concurrence from other local governmental agencies within whose jurisdiction or control the highway(s) or street(s) are being improved.

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

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

CITY OF MUSKEGON

By Fred J. Nielsen
Title: Fred J. Nielsen
Mayor

By Gail A. Kunderger
Title: Gail A. Kunderger
City Clerk

MICHIGAN DEPARTMENT
OF TRANSPORTATION

By Philip K. Korman
Department Director MDOT

4/5/01
JK



March 19, 2001

EXHIBIT I

JOB NUMBER 55839
CONTROL SECTION EDF 61577

ESTIMATED COST

Estimated PROJECT COST

Contracted Work	\$350,000
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ESTIMATED COST PARTICIPATION

GRAND TOTAL ESTIMATED COST	\$350,000
Less TED FUNDS*	<u>\$150,000</u>
BALANCE (REQUESTING PARTY'S SHARE)	\$200,000

NO DEPOSIT

* TED FUNDS are limited to the lesser of: (1) the approved and responsible low bid amount, or (2) \$150,000, the grant amount.

APPENDIX A
PROHIBITION OF DISCRIMINATION IN STATE CONTRACTS

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

1. In accordance with Act No. 453, Public Acts of 1976, the contractor hereby agrees not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or as a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, or marital status. Further, in accordance with Act No. 220, Public Acts of 1976 as amended by Act No. 478, Public Acts of 1980 the contractor hereby agrees not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of a disability that is unrelated to the individual's ability to perform the duties of a particular job or position. A breach of the above covenants shall be regarded as a material breach of this contract.
2. The contractor hereby agrees that any and all subcontracts to this contract, whereby a portion of the work set forth in this contract is to be performed, shall contain a covenant the same as hereinabove set forth in Section 1 of this Appendix.
3. The contractor will take affirmative action to insure that applicants for employment and employees are treated without regard to their race, color, religion, national origin, age, sex, height, weight, marital status or a disability that is unrelated to the individual's ability to perform the duties of a particular job or position. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
4. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, age, sex, height, weight, marital status or disability that is unrelated to the individual's ability to perform the duties of a particular job or position.
5. The contractor or his collective bargaining representative will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice advising the said labor union or workers' representative of the contractor's commitments under this appendix.
6. The contractor will comply with all relevant published rules, regulations, directives, and orders of the Michigan Civil Rights Commission which may be in effect prior to the taking of bids for any individual state project.
7. The contractor will furnish and file compliance reports within such time and upon such forms as provided by the Michigan Civil Rights Commission, said forms may also elicit information as to the practices, policies, program, and employment statistics of each subcontractor as well as the contractor himself, and said contractor will permit access to his books, records, and accounts by the Michigan Civil Rights Commission and/or its agent, for purposes of investigation to ascertain compliance with this contract and relevant with rules, regulations, and orders of the Michigan Civil Rights Commission.
8. In the event that the Civil Rights Commission finds, after a hearing held pursuant to its rules, that a contractor has not complied with the contractual obligations under this agreement, the Civil Rights Commission may, as part of its order based upon such findings, certify said findings to the Administrative Board of the State of Michigan, which Administrative Board may order the cancellation of the contract found to have been violated and/or declare the contractor ineligible for future contracts with the state and its political and civil subdivisions, departments, and officers, and including the governing boards of institutions of higher education, until the contractor complies with said order of the Civil Rights Commission. Notice of said declaration of future ineligibility may be given to any or all of the persons with whom the contractor is declared ineligible to contract as a contracting party in future contracts. In any case before the Civil Rights Commission in which cancellation of an existing contract is a possibility, the contracting agency shall be notified of such possible remedy and shall be given the option by the Civil Rights Commission to participate in such proceedings.
9. The contractor will include, or incorporate by reference, the provisions of the foregoing paragraphs (1) through (8) in every subcontract or purchase order unless exempted by the rules, regulations or orders of the Michigan Civil Rights Commission, and will provide in every subcontract or purchase order that said provisions will be binding upon each subcontractor or seller.

March, 1998

Memorandum

To: Steve Waltz, Detective
From: Jim Maurer, Information Systems Director
Cc: Tony Kleibecker, Police Chief
Date: 4/02/2001
Re: Computer and Equipment Quote

RECEIVED

APR 03 2001

MUSKEGON POLICE DEPT.
CHIEF of POLICE

Steve,

Attached are quotes from two vendors. Dell and Gateway are both known for great customer support and quality products, the choice is yours. Also consider equipment, such as:

- Networking hubs: To connect PC's and Printers

- Network Cable

- Printer Cable (parallel if not using network cable)

- Modem – Analog or ISDN

- Uninterruptible power supplies (UPS) for equipment - power outages and spikes

- Virus software for PC's

- CD-ROM burner or ZIP drives for easy transport of large files or offline storage

- Backups: Software, tape drive and tapes for nightly backups if systems store large amounts of data, etc.

Let me know if you need more information,

Thanks,

Jim Maurer

Price	Vendor	Processor	Mhz	Hard Drive	Memory	Monitor	Warranty	Quantity 10
\$ 1,417.00	Dell	Pentium III	1 Ghz	20 GB 7200	128 MB	17"	3 Year	\$14,170.00
\$ 1,443.00	Gateway	Pentium III	1 Ghz	20 GB	128 MB	17"	3 Year	\$14,430.00
\$ 1,466.31	HP LaserJet 4050N							\$1,466.31
	HP Officejet G85 Color Printer, Scanner, Fax							\$800.00
45	Shipping							\$450.00
							Total Cost	\$17,146.31

CITY COMMISSION MEETING
Tuesday, April 24, 2001

TO: Honorable Mayor and City Commissioners

FROM: Anthony L. Kleibecker, Chief of Police



DATE: April 18, 2001

SUBJECT: Purchase of Computer Equipment

SUMMARY OF REQUEST:

Police Department staff request that the Commission approve the use of FY 2001 Weed and Seed grant money to purchase new computer hardware and supporting software for our narcotics team. The current hardware ranges in age from 4-6 years. This request includes an upgrade that will allow easy access to our county-wide records system, photo retrieval and reproduction and instant access to the Law Enforcement Information Network.

FINANCIAL IMPACT:

No impact on general fund monies.

BUDGET ACTION REQUIRED:

\$16,886.31 in grant money to be utilized for this purchase. Dell submitted the low bid (per attached quote from Information Services).

STAFF RECOMMENDATIONS:

In order to increase the efficiency of the narcotics unit, staff recommends that the Commission authorize the purchase of the computer system.

Date: April 24, 2001
To: Honorable Mayor and City Commissioners
From: Engineering
RE: Consideration of Bids
Houston, Sanford to First

SUMMARY OF REQUEST:

To award the contract for the construction of Houston between Sanford and First to Felco Contractors since they were the lowest (see attached bid tabulation) responsible bidder with a bid price of \$98,088.25.

FINANCIAL IMPACT:

The construction cost of \$98,088.25 plus related engineering expenses.

BUDGET ACTION REQUIRED:

None, this project will be funded from the money that was budgeted for Division street

STAFF RECOMMENDATION:

Award the contract to Felco Contractors.

COMMITTEE RECOMMENDATION:

H-1533 HOUSTON AVENUE- FIRST TO SANFORD

BID TABULATION

	ITEM DESCRIPTION	ENGINEERS ESTIMATE				GRANT TOWER		LINK		DOMRES		FELCO	
	ITEM DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
1	ABANDON WATER SERVICE	4.00	EACH	\$300.00	\$1,200.00	\$240.00	\$960.00	\$115.00	\$460.00	\$120.00	\$480.00	\$400.00	\$1,600.00
2	ADJUST MANHOLE CASTING	9.00	EACH	\$300.00	\$2,700.00	\$420.00	\$3,780.00	\$415.00	\$3,735.00	\$200.00	\$1,800.00	\$400.00	\$3,600.00
3	ADJUST VALVE BOX	1.00	EACH	\$300.00	\$300.00	\$210.00	\$210.00	\$200.00	\$200.00	\$160.00	\$160.00	\$300.00	\$300.00
4	AGGREGATE BASE COURSE 22A @ 8" COMPACTED	220.00	S YD	\$6.00	\$1,320.00	\$5.00	\$1,100.00	\$9.50	\$2,090.00	\$13.00	\$2,860.00	\$7.00	\$1,540.00
5	BITUMINOUS LEVELING MIXTURE 3C @ 165#/ S YD	155.00	TON	\$40.00	\$6,200.00	\$57.00	\$8,835.00	\$50.00	\$7,750.00	\$47.55	\$7,370.25	\$52.00	\$8,060.00
6	BITUMINOUS TOP MIXTURE 4C @ 165#/ S YD	155.00	TON	\$47.00	\$7,285.00	\$57.00	\$8,835.00	\$55.00	\$8,525.00	\$47.55	\$7,370.25	\$50.00	\$7,750.00
7	BORROW FILL	80.00	C YD	\$5.00	\$400.00	\$9.00	\$720.00	\$8.00	\$640.00	\$10.00	\$800.00	\$7.00	\$560.00
8	CATCH BASIN CASTING E.J. 7045 OR EQUAL	1.00	EACH	\$500.00	\$500.00	\$320.00	\$320.00	\$475.00	\$475.00	\$400.00	\$400.00	\$500.00	\$500.00
9	CATCH BASIN CASTIN E.J. 5105 OR EQUAL	1.00	EACH	\$500.00	\$500.00	\$275.00	\$275.00	\$475.00	\$475.00	\$400.00	\$400.00	\$500.00	\$500.00
10	CATCH BASIN, FLAT TOP SPECIAL DETAIL	2.00	EACH	\$1,500.00	\$3,000.00	\$1,300.00	\$2,600.00	\$550.00	\$1,100.00	\$1,500.00	\$3,000.00	\$1,600.00	\$3,200.00
11	CEMENT	4.00	TON	\$200.00	\$800.00	\$180.00	\$720.00	\$110.00	\$440.00	\$25.00	\$100.00	\$220.00	\$880.00
12	COLD MILLING BITUMINOUS, 3" DEEP	5.37	STA	\$500.00	\$2,685.00	\$800.00	\$4,296.00	\$1,200.00	\$6,444.00	\$600.00	\$3,222.00	\$800.00	\$4,296.00
13	CONCRETE BASE, 8"	80.00	S YD	\$50.00	\$4,000.00	\$33.00	\$2,640.00	\$42.00	\$3,360.00	\$45.00	\$3,600.00	\$36.00	\$2,880.00
14	CONCRETE CURB AND GUTTER, F-4 MODIFIED	1,102.00	L FT	\$9.00	\$9,918.00	\$11.00	\$12,122.00	\$17.50	\$19,285.00	\$11.00	\$12,122.00	\$8.50	\$9,367.00
15	CONCRETE DRIVE APPROACH, 6"	398.00	S YD	\$30.00	\$11,940.00	\$25.00	\$9,950.00	\$34.00	\$13,532.00	\$33.00	\$13,134.00	\$26.00	\$10,348.00
16	CONCRETE DRIVE APPROACH, 8"	29.00	S YD	\$35.00	\$1,015.00	\$33.00	\$957.00	\$40.00	\$1,160.00	\$48.00	\$1,392.00	\$33.00	\$957.00
17	CONCRETE SIDEWALK, 4"	1,070.00	S FT	\$4.00	\$4,280.00	\$3.00	\$3,210.00	\$2.00	\$2,140.00	\$2.75	\$2,942.50	\$2.00	\$2,140.00
18	CONCRETE SIDEWALK, 6"	125.00	S FT	\$4.75	\$593.75	\$4.00	\$500.00	\$2.50	\$312.50	\$4.00	\$500.00	\$5.00	\$625.00
19	CORPORATION STOP, 1" MUELLER # 15000 OR EQUAL	8.00	EACH	\$300.00	\$2,400.00	\$130.00	\$1,040.00	\$45.00	\$360.00	\$100.00	\$800.00	\$400.00	\$3,200.00
20	CURB STOP W/BOX, 1" MUELLER # 15150 OR EQUAL	5.00	EACH	\$275.00	\$1,375.00	\$180.00	\$900.00	\$75.00	\$375.00	\$275.00	\$1,375.00	\$400.00	\$2,000.00
21	MANHOLE CASTING E.J. # 1000 OR EQUAL	5.00	EACH	\$400.00	\$2,000.00	\$300.00	\$1,500.00	\$36.00	\$180.00	\$275.00	\$1,375.00	\$400.00	\$2,000.00
22	METER PIT, COMPLETE	3.00	EACH	\$600.00	\$1,800.00	\$600.00	\$1,800.00	\$400.00	\$1,200.00	\$400.00	\$1,200.00	\$700.00	\$2,100.00
23	PAVEMENT PREPARATORY WORK	5.37	STA	\$200.00	\$1,074.00	\$700.00	\$3,759.00	\$1,200.00	\$6,444.00	\$600.00	\$3,222.00	\$600.00	\$3,222.00
24	RECONSTRUCT MANHOLE	9.00	V FT	\$200.00	\$1,800.00	\$215.00	\$1,935.00	\$80.00	\$720.00	\$300.00	\$2,700.00	\$100.00	\$900.00
25	RELOCATE HYDRANT	1.00	EACH	\$1,300.00	\$1,300.00	\$1,095.00	\$1,095.00	\$300.00	\$300.00	\$650.00	\$650.00	\$1,000.00	\$1,000.00
26	REMOVING CONCRETE CURB AND GUTTER	13.00	L FT	\$5.00	\$65.00	\$14.00	\$182.00	\$9.00	\$117.00	\$3.00	\$39.00	\$25.00	\$325.00
27	REMOVING CONCRETE SIDEWALK	1,115.00	S FT	\$2.00	\$2,230.00	\$1.00	\$1,115.00	\$0.85	\$947.75	\$0.80	\$892.00	\$1.55	\$1,728.25
28	REMOVING DRIVE APPROACH	401.00	S YD	\$5.00	\$2,005.00	\$4.00	\$1,604.00	\$12.00	\$4,812.00	\$10.50	\$4,210.50	\$8.00	\$3,208.00
29	REMOVING PAVEMENT INCLUDING CURB	530.00	S YD	\$3.00	\$1,590.00	\$4.00	\$2,120.00	\$12.00	\$6,360.00	\$2.50	\$1,325.00	\$9.00	\$4,770.00
30	REPAIR SANITARY SEWER	10.00	LFT	\$30.00	\$300.00	\$264.00	\$2,640.00	\$45.00	\$450.00	\$70.00	\$700.00	\$55.00	\$550.00
31	STORM SEWER, 12" C-76 CL V	40.00	L FT	\$25.00	\$1,000.00	\$30.00	\$1,200.00	\$35.00	\$1,400.00	\$35.25	\$1,410.00	\$26.00	\$1,040.00
32	TERRACE GRADING	537.00	L FT	\$5.00	\$2,685.00	\$8.00	\$4,296.00	\$7.50	\$4,027.50	\$6.30	\$3,383.10	\$6.00	\$3,222.00
33	TRAFFIC CONTROL	1.00	LUMP	\$2,500.00	\$2,500.00	\$3,840.00	\$3,840.00	\$4,200.00	\$4,200.00	\$15,500.00	\$15,500.00	\$4,000.00	\$4,000.00
34	WATER VALVE BOX, COMPLETE	1.00	EACH	\$300.00	\$300.00	\$240.00	\$240.00	\$230.00	\$230.00	\$270.00	\$270.00	\$600.00	\$600.00
35	WATER SERVICE, 1" TYPE "K" COPPER	320.00	L FT	\$20.00	\$6,400.00	\$27.00	\$8,640.00	\$12.00	\$3,840.00	\$7.65	\$2,448.00	\$16.00	\$5,120.00
	TOTALS				\$89,460.75		\$99,936.00		\$108,086.75		\$103,152.60		\$98,088.25

Date: April 24, 2001
To: Honorable Mayor and City Commissioners
From: Engineering
RE: City – MDOT Agreement for:
Sherman Blvd., Glenside to Lincoln

SUMMARY OF REQUEST:

To approve the attached contract with MDOT for the Milling & Resurfacing of Sherman Blvd. from Glenside to Lincoln and to approve the attached resolution authorizing the Mayor and City Clerk to sign the contract.

FINANCIAL IMPACT:

MDOT participation is about \$560,000 but not to exceed 81.85% of eligible cost. The estimated total cost of the project including engineering & water services which are not a participating cost is \$850,000.

BUDGET ACTION REQUIRED:

None at this time. The City's share of the cost will come out of the Major Street and Water Funds as was budgeted.

STAFF RECOMMENDATION:

That the attached agreement and resolution be approved.

COMMITTEE RECOMMENDATION:

RESOLUTION 2001-45(g)

RESOLUTION FOR APPROVAL OF A CONTRACT AGREEMENT BETWEEN THE MICHIGAN DEPARTMENT OF TRANSPORTATION AND THE CITY OF MUSKEGON FOR THE MILLING AND RESURFACING, SIDEWALK AND ALL NECESSARY RELATED WORK ON SHERMAN BLVD. FROM GLENSIDE TO LINCOLN (EXCEPT THAT SECTION AT WICKHAM). AND AUTHORIZATION FOR MAYOR, FRED J. NIELSEN, AND CITY CLERK, GAIL A KUNDINGER, TO EXECUTE SAID CONTRACT

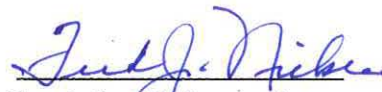
Moved by Commissioner Aslakson and supported by
Commissioner Spataro that the following Resolution be adopted:

WHEREAS, entry by the City of Muskegon into Contract no. **01-5113** between the Michigan Department of Transportation and the City of Muskegon for the **MILLING & RESURFACING OF SHERMAN BETWEEN GLENSIDE AND LINCOLN** within the City is in the best interests of the City of Muskegon.

RESOLVED, that entry by the City into Contract Agreement Number **01-5113** be and the same is hereby authorized and approved and the Mayor and Clerk are authorized to execute said contract for and on behalf of the City of Muskegon.

Adopted this 24th day of April, 2001.

BY



Fred J. Nielsen, Mayor

ATTEST



Gail A. Kunderger, City Clerk

2001-45(g)

CERTIFICATION

This resolution was adopted at a meeting of the City Commission, held on April 24, **2001**. The meeting was properly held and noticed pursuant to the Open Meetings Act of the State of Michigan, Act 267 of the Public Acts of 1976.

CITY OF MUSKEGON

By

Gail A. Kunding

Gail A. Kunding, Clerk

TRANSPORTATION
COMMISSION

BARTON W. LaBELLE, Chairman
JACK L. GINGRASS, Vice Chairman
LOWELL B. JACKSON
BETTY JEAN AWREY
TED B. WAHBY
JOHN W. GARSIDE

LH 0-0 (4/99)

STATE OF MICHIGAN



JOHN ENGLER, GOVERNOR

DEPARTMENT OF TRANSPORTATION

TRANSPORTATION BUILDING, 425 WEST OTTAWA POST OFFICE BOX 30050, LANSING, MICHIGAN 48909

PHONE: (517) 373-2090 FAX: (517) 373-0167 WEB SITE: <http://www.mdot.state.mi.us>

GREGORY J. ROSINE, DIRECTOR

April 5, 2001

RECEIVED
CITY OF MUSKEGON

APR 10 2001

Ms. Gail Kunding, Clerk
City of Muskegon
933 Terrace Street, P.O. Box 536
Muskegon, MI 49443-0536

ENGINEERING DPT.

Dear Ms. Kunding:

RE: MDOT Contract No.: 01-5113
Control Section STUL 61407
Job Number 50016

Enclosed is the original and one copy of the above described contract between your organization and the Michigan Department of Transportation (MDOT). Please take time to read and understand this contract. If this contract meets with your approval, please complete the following checklist:

- ___ **Please do not date the contracts.** MDOT will date the contracts when they are executed. A contract is not executed unless it has been signed by both parties.
- ___ **Secure the necessary signatures on all contracts.**
- ___ **Include a certified resolution.** The resolution should specifically name the officials who are authorized to sign the contracts.
- ___ **Return all copies of the contracts to my attention of the Department's Design Division, 2nd floor for MDOT execution.**

A copy of the executed contract will be forwarded to you. If you have any questions, please feel free to contact me at (517) 335-2264.

Sincerely,

Jackie Burch
Contract Processing Specialist
Design Division

Enclosure

STP

DIR

Project	STP 0161 (214)
Job Number	50016
Control Section	STUL 61407
Fed Item #	HH 2789
Contract No.	01-5113

PART I

THIS CONTRACT, consisting of PART I and PART II (Standard Agreement Provisions), is made and entered into this date of 5-17-2001, by and between the MICHIGAN DEPARTMENT OF TRANSPORTATION, hereinafter referred to as the "DEPARTMENT"; and the CITY OF MUSKEGON, a Michigan municipal corporation, hereinafter referred to as the "REQUESTING PARTY"; for the purpose of fixing the rights and obligations of the parties in agreeing to the following improvements, in the City of Muskegon, Michigan, hereinafter referred to as the "PROJECT" and estimated in detail on EXHIBIT "I", dated March 23, 2001, attached hereto and made a part hereof:

PART A - FEDERAL PARTICIPATION

Bituminous pavement work along Sherman Boulevard from Glenside Boulevard to Lincoln Street; including pavement removal, grading, drainage structures, and curb and gutter work; and all together with necessary related work.

PART B - NO FEDERAL PARTICIPATION

Water services work along Sherman Boulevard from Glenside Boulevard to Lincoln Street; and all together with necessary related work.

WITNESSETH:

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

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

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

SURFACE TRANSPORTATION PROGRAM

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

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

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

2. The term "PROJECT COST", as herein used, is hereby defined as the cost of the physical construction necessary for the completion of the PROJECT.

Costs for construction engineering and inspection incurred by the DEPARTMENT will be charged 100 percent to the REQUESTING PARTY. Any other costs incurred by the DEPARTMENT as a result of this contract will be at PROJECT COST.

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

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

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

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

- A. Design or cause to be designed the plans for the PROJECT.
- B. Appoint a project engineer who shall be in responsible charge of the PROJECT and ensure that the plans and specifications are followed.
- C. Perform or cause to be performed the construction engineering and inspection services necessary for the completion of the PROJECT.

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

by the DEPARTMENT of Standard Traffic Signal Timing Permits.

5. The PROJECT COST shall be met in accordance with the following:

PART A

Federal Surface Transportation Funds shall be applied to the eligible items of the PART A portion of the PROJECT COST at the established Federal participation ratio equal to 81.85 percent up to a amount not to exceed \$560,000. The balance of the PART A portion of the PROJECT COST, after deduction of Federal Funds, shall be charged to and paid by the REQUESTING PARTY in the manner and at the times hereinafter set forth.

PART B

The PART B portion of the PROJECT COST is not eligible for Federal participation and shall be charged to and paid 100 percent by the REQUESTING PARTY in the manner and at the times hereinafter set forth.

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

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

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

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

7. Upon completion of construction of the PROJECT, the REQUESTING PARTY will promptly cause to be enacted and enforced such ordinances or regulations as may be necessary to prohibit parking in the roadway right-of-way throughout the limits of the PROJECT.

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

9. The REQUESTING PARTY certifies that a) it is a person under 1995 PA 71 and is not aware of and has no reason to believe that the property is a facility as defined in MSA 13A.20101(1)(l); b) the REQUESTING PARTY further certifies that it has completed the tasks

required by MCL 324.20126 (3)(h); MSA 13A.20126(3)(h); c) it conducted a visual inspection of property within the existing right of way on which construction is to be performed to determine if any hazardous substances were present; and at sites on which historically were located businesses that involved hazardous substances, it performed a reasonable investigation to determine whether hazardous substances exist. This reasonable investigation should include, at a minimum, contact with local, state and federal environmental agencies to determine if the site has been identified as, or potentially as, a site containing hazardous substances; d) it did not cause or contribute to the release or threat of release of any hazardous substance found within the PROJECT limits.

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

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

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

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

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

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

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

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

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

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

16. The DEPARTMENT shall require the contractor who is awarded the contract for the construction of the PROJECT to provide insurance in the amounts specified and in accordance with the DEPARTMENT'S current standard specifications for construction, and to:

- A. Maintain bodily injury and property damage insurance for the duration of the PROJECT.
- B. Provide owner's protective liability insurance naming as insureds the State of Michigan, the Michigan State Transportation Commission, the

DEPARTMENT and its officials, agents and employees, the REQUESTING PARTY and any other party with jurisdiction for the roadway being constructed as the PROJECT, and their employees, for the duration of the PROJECT and to provide copies of certificates of insurance to the insureds. It is understood that the DEPARTMENT does not assume jurisdiction of the highway described as the PROJECT as a result of being named as an insured on the owners protective liability insurance policy.

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

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

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

CITY OF MUSKEGON

By Fred J. Nielsen
Title: Fred J. Nielsen
Mayor

By Gail A. Kunderger
Title: Gail A. Kunderger
City Clerk

MICHIGAN DEPARTMENT
OF TRANSPORTATION

By Gary D. Taylor
Department Director MDOT

4/5/01
JLS



March 23, 2001

EXHIBIT I

PROJECT STP 0161 (214)
JOB NUMBER 50016
CONTROL SECTION STUL 61407

ESTIMATED COST

CONTRACTED WORK

	<u>PART A</u>	<u>PART B</u>	<u>TOTAL</u>
Estimated Cost	\$686,500	\$60,800	\$747,300

COST PARTICIPATION

GRAND TOTAL ESTIMATED COST	\$686,500	\$60,800	\$747,300
Less Federal Funds*	<u>\$560,000</u>	<u>\$ - 0 -</u>	<u>\$560,000</u>
BALANCE (REQUESTING PARTY'S SHARE)	\$126,500	\$60,800	\$187,300

*Federal Funds shall be applied to the eligible items of the PROJECT COST at a participation ratio equal to 81.85 percent up to an amount not to exceed \$560,000.

NO DEPOSIT

DOT

TYPE B
BUREAU OF HIGHWAYS
03-15-93

PART II

STANDARD AGREEMENT PROVISIONS

SECTION I COMPLIANCE WITH REGULATIONS AND DIRECTIVES

SECTION II PROJECT ADMINISTRATION AND SUPERVISION

SECTION III ACCOUNTING AND BILLING

SECTION IV MAINTENANCE AND OPERATION

SECTION V SPECIAL PROGRAM AND PROJECT CONDITIONS

SECTION I

COMPLIANCE WITH REGULATIONS AND DIRECTIVES

- A. To qualify for eligible cost, all work shall be documented in accordance with the requirements and procedures of the DEPARTMENT.
- B. All work on projects for which reimbursement with Federal funds is requested shall be performed in accordance with the requirements and guidelines set forth in the following Directives of the Federal-Aid Policy Guide (FAPG) of the FHWA, as applicable, and as referenced in pertinent sections of Title 23 of the Code of Federal Regulations (CFR), and all supplements and amendments thereto.
 - 1. Engineering
 - a. FAPG (23 CFR 140G): Payroll & Related Expense of Public Employees; General Administration and Other Overhead; and Cost Accumulation Centers and Distribution Methods
 - b. FAPG (6012.1): Preliminary Engineering
 - c. FAPG (23 CFR 172): Administration of Engineering and Design Related Service Contracts
 - d. FAPG (23 CFR 635A): Contract Procedures
 - 2. Construction
 - a. FAPG (23 CFR 140E): Administrative Settlement Costs-Contract Claims
 - b. FAPG (23 CFR 140B): Construction Engineering Costs
 - c. FAPG (23 CFR 140G): Reimbursement for Employment of Public Employees on Federal-Aid Projects
 - d. FAPG (23 CFR 17): Recordkeeping and Retention Requirements for Federal-Aid Highway Records of State Highway Agencies
 - e. FAPG (23 CFR 635A): Contract Procedures
 - f. FAPG (23 CFR 635B): Force Account Construction
 - g. FAPG (23 CFR 645A): Utility Relocations, Adjustments and

Reimbursement

- h. FAPG (23 CFR 645B): Accommodation of Utilities (PPM 30-4.1)
 - i. FAPG (23 CFR 655F): Traffic Control Devices on Federal-Aid and other Streets and Highways
 - 3. Modification Or Construction Of Railroad Facilities
 - a. FAPG (23 CFR 140I): Reimbursement for Railroad Work
 - b. FAPG (23 CFR 646B): Railroad Highway Projects
- C. In conformance with FAPG (23 CFR 630C) Project Agreements, the political subdivisions party to this contract, on those Federally funded projects which exceed a total cost of \$100,000.00 stipulate the following with respect to their specific jurisdictions:
 - 1. That any facility to be utilized in performance under or to benefit from this contract is not listed on the Environmental Protection Agency (EPA) List of Violating Facilities issued pursuant to the requirements of the Federal Clean Air Act, as amended, and the Federal Water Pollution Control Act, as amended.
 - 2. That they each agree to comply with all of the requirements of Section 114 of the Federal Clean Air Act and Section 308 of the Federal Water Pollution Control Act, and all regulations and guidelines issued thereunder.
 - 3. That as a condition of Federal aid pursuant to this contract they shall notify the DEPARTMENT of the receipt of any advice indicating that a facility to be utilized in performance under or to benefit from this contract is under consideration to be listed on the EPA List of Violating Facilities.
- D. Ensure that the PROJECT is constructed in accordance with and incorporates all committed environmental impact mitigation measures listed in approved environmental documents unless modified or deleted by approval of the FHWA.
- E. All the requirements, guidelines, conditions and restrictions noted in all other pertinent Directives and Instructional Memoranda of the FHWA will apply to this contract and will be adhered to, as applicable, by the parties hereto.

SECTION II

PROJECT ADMINISTRATION AND SUPERVISION

- A. The DEPARTMENT shall provide such administrative guidance as it determines is required by the PROJECT in order to facilitate the obtaining of available federal and/or state funds.
- B. The DEPARTMENT will advertise and award all contracted portions of the PROJECT work. Prior to advertising of the PROJECT for receipt of bids, the REQUESTING PARTY may delete any portion or all of the PROJECT work. After receipt of bids for the PROJECT, the REQUESTING PARTY shall have the right to reject the amount bid for the PROJECT prior to the award of the contract for the PROJECT only if such amount exceeds by twenty percent (20%) the final engineer's estimate therefor. If such rejection of the bids is not received in writing within two (2) weeks after letting, the DEPARTMENT will assume concurrence. The DEPARTMENT may, upon request, readvertise the PROJECT. Should the REQUESTING PARTY so request in writing within the aforesaid two (2) week period after letting, the PROJECT will be cancelled and the DEPARTMENT will refund the unused balance of the deposit less all costs incurred by the DEPARTMENT.
- C. The DEPARTMENT will perform such inspection services on PROJECT work performed by the REQUESTING PARTY with its own forces as is required to ensure compliance with the approved plans & specifications.
- D. On those projects funded with Federal monies, the DEPARTMENT shall as may be required secure from the FHWA approval of plans and specifications, and such cost estimates for FHWA participation in the PROJECT COST.
- E. All work in connection with the PROJECT shall be performed in conformance with the Michigan Department of Transportation Standard Specifications for Construction, and the supplemental specifications, Special Provisions and plans pertaining to the PROJECT and all materials furnished and used in the construction of the PROJECT shall conform to the aforesaid specifications. No extra work shall be performed nor changes in plans and specifications made until said work or changes are approved by the project engineer and authorized by the DEPARTMENT.

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

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

All such agreements will be submitted for approval by the DEPARTMENT and, if applicable, by the FHWA prior to execution thereof, except for agreements for amounts less than \$25,000 for preliminary engineering and testing services executed under and in accordance with the provisions of the "Small Purchase Procedures" FAPG (23 CFR 172), which do not require prior approval of the DEPARTMENT or the FHWA.

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

- G. The REQUESTING PARTY, at no cost to the PROJECT or the DEPARTMENT, shall make such arrangements with railway companies, utilities, etc., as may be necessary for the performance of work required for the PROJECT but for which Federal or other reimbursement will not be requested.
- H. The REQUESTING PARTY, at no cost to the PROJECT, or the DEPARTMENT, shall secure, as necessary, all agreements and approvals of the PROJECT with railway companies, the Railroad Safety & Tariffs Division of the DEPARTMENT and other concerned governmental agencies other than the FHWA, and will forward same to the DEPARTMENT for such reviews and approvals as may be required.
- I. No PROJECT work for which reimbursement will be requested by the REQUESTING PARTY is to be subcontracted or performed until the DEPARTMENT gives written notification that such work may commence.

- J. The REQUESTING PARTY shall be responsible for the payment of all costs and expenses incurred in the performance of the work it agrees to undertake and perform.
- K. The REQUESTING PARTY shall pay directly to the party performing the work all billings for the services performed on the PROJECT which are authorized by or through the REQUESTING PARTY.
- L. The REQUESTING PARTY shall submit to the DEPARTMENT all paid billings for which reimbursement is desired in accordance with DEPARTMENT procedures.
- M. All work by a consulting firm will be performed in compliance with the applicable provisions of 1980 PA 299, Subsection 2001, MCL 339.2001; MSA 18.425(2001), as well as in accordance with the provisions of all previously cited Directives of the FHWA.
- N. The project engineer shall be subject to such administrative guidance as may be deemed necessary to ensure compliance with program requirement and, in those instances where a consultant firm is retained to provide engineering and inspection services, the personnel performing those services shall be subject to the same conditions.
- O. The DEPARTMENT, in administering the PROJECT in accordance with applicable Federal and State requirements and regulations, neither assumes nor becomes liable for any obligations undertaken or arising between the REQUESTING PARTY and any other party with respect to the PROJECT.
- P. In the event it is determined by the DEPARTMENT that there will be either insufficient Federal funds or insufficient time to properly administer such funds for the entire PROJECT or portions thereof, the DEPARTMENT, prior to advertising or issuing authorization for work performance, may cancel the PROJECT, or any portion thereof, and upon written notice to the parties this contract shall be void and of no effect with respect to that cancelled portion of the PROJECT. Any PROJECT deposits previously made by the parties on the cancelled portions of the PROJECT will be promptly refunded.
- Q. Those projects funded with Federal monies will be subject to inspection at all times by the DEPARTMENT and the FHWA.

SECTION III

ACCOUNTING AND BILLING

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

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

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

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

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

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

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

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

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

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

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

- a. Agencies expending a total of \$300,000 or more in federal funds, from one or more funding sources in its fiscal year, shall comply with the requirements of the federal Office of Management and Budget (OMB) Circular A-133, as revised or amended.

The agency shall submit two copies of:

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

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

b. Agencies expending less than \$300,000 in federal funds must submit a letter to the Department advising that a circular audit was not required. The letter shall indicate the applicable fiscal year, the amount of federal funds spent, the name(s) of the Department federal programs, and the CFDA grant numbers(s). This information must also be submitted to the address below.

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

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

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

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

2. Agreed Unit Prices Work - All billings for work undertaken by the REQUESTING PARTY on an agreed unit price basis will be submitted in accordance with the Michigan Department of Transportation Standard Specifications for Construction and pertinent FAPG Directives and Guidelines of the FHWA.
3. Force Account Work and Subcontracted Work - All billings submitted to the DEPARTMENT for Federal reimbursement for items of work performed on a force account basis or by any subcontract with a consulting firm, railway company, governmental agency or other party, under the terms of this contract, shall be prepared in accordance with the provisions of the pertinent FHPM Directives and the procedures of the DEPARTMENT. Progress billings may be submitted monthly during the time work is being performed provided, however, that no bill of a lesser amount than \$1,000.00 shall be submitted unless it is a final or end of fiscal year

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

4. Final billing under this contract shall be submitted in a timely manner but not later than six months after completion of the work. Billings for work submitted later than six months after completion of the work will not be paid.
5. Upon receipt of billings for reimbursement for work undertaken by the REQUESTING PARTY on projects funded with Federal monies, the DEPARTMENT will act as billing agent for the REQUESTING PARTY, consolidating said billings with those for its own force account work and presenting these consolidated billings to the FHWA for payment. Upon receipt of reimbursement from the FHWA, the DEPARTMENT will promptly forward to the REQUESTING PARTY its share of said reimbursement.
6. Upon receipt of billings for reimbursement for work undertaken by the REQUESTING PARTY on projects funded with non-Federal monies, the DEPARTMENT will promptly forward to the REQUESTING PARTY reimbursement of eligible costs.

B. Payment of Contracted and DEPARTMENT Costs:

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

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

C. General Conditions:

1. The DEPARTMENT, in accordance with its procedures in existence and covering the time period involved, shall make payment for interest earned on the balance of working capital deposits for all projects on account with the DEPARTMENT. The REQUESTING PARTY in accordance with DEPARTMENT procedures in existence and covering the time period involved, shall make payment for interest owed on any deficit balance of working capital deposits for all projects on account with the DEPARTMENT. This payment or billing is processed on an annual basis corresponding to the State of Michigan fiscal year. Upon receipt of billing for interest incurred, the REQUESTING PARTY promises and shall promptly pay the DEPARTMENT said amount.
2. Pursuant to the authority granted by law, the REQUESTING PARTY hereby irrevocably pledges a sufficient amount of funds received by it from the Michigan Transportation Fund to meet its obligations as specified in PART I and PART II. If the REQUESTING PARTY shall fail to make any of its required payments when due, as specified herein, the DEPARTMENT shall immediately notify the REQUESTING PARTY and the State Treasurer of the State of Michigan or such other state officer or agency having charge and control over disbursement of the Michigan Transportation Fund, pursuant to law, of the fact of such default and the amount thereof, and, if such default is not cured by payment within ten (10) days, said State Treasurer or other state officer or agency is then authorized and directed to withhold from the first of such monies thereafter allocated by law to the REQUESTING PARTY from the Michigan Transportation Fund sufficient monies to remove the default, and to credit the REQUESTING PARTY with payment thereof, and to notify the REQUESTING PARTY in writing of such fact.
3. Upon completion of all work under this contract and final audit by the DEPARTMENT or the FHWA, the REQUESTING PARTY promises to promptly repay the DEPARTMENT for any disallowed items of costs previously disbursed by the DEPARTMENT. The REQUESTING PARTY pledges its future receipts from the Michigan Transportation Fund for repayment of all disallowed items and, upon failure to make repayment for any disallowed items within ninety (90) days of demand made by the DEPARTMENT, the DEPARTMENT is hereby authorized to withhold an equal amount from the REQUESTING PARTY'S share of any future distribution of Michigan Transportation Funds in settlement of said claim.

4. The DEPARTMENT shall maintain and keep accurate records and accounts relative to the cost of the PROJECT and upon completion of the PROJECT, payment of all items of PROJECT COST, receipt of all Federal Aid, if any, and completion of final audit by the DEPARTMENT and if applicable, by the FHWA, shall make final accounting to the REQUESTING PARTY. The final PROJECT accounting will not include interest earned or charged on working capital deposited for the PROJECT which will be accounted for separately at the close of the State of Michigan fiscal year and as set forth in Section C(1).
5. The costs of engineering and other services performed on those projects involving specific program funds and one hundred percent (100%) local funds will be apportioned to the respective portions of that project in the same ratio as the actual direct construction costs unless otherwise specified in PART I.

SECTION IV

MAINTENANCE AND OPERATION

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

1. All Projects:

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

2. Projects Financed in Part with Federal Monies:

- a. Sign and mark each part of the PROJECT, in accordance with the current Michigan Manual of Uniform Traffic control Devices, and will not install, or permit to be installed, any signs, signals or markings not in conformance with the standards approved by the FHWA, pursuant to 23 USC 109(d).
- b. Remove, prior to completion of the PROJECT, all encroachments from the roadway right-of-way within the limits of each part of the PROJECT.

With respect to new or existing utility installations within the right-of-way of Federal Aid projects and pursuant to FAPG (23 CFR 645B): Occupancy of non-limited access right-of-way may be allowed based on consideration for traffic safety and necessary preservation of roadside space and aesthetic quality. Longitudinal occupancy of non-limited access right-of-way by private lines will require a finding of significant economic hardship, the unavailability of practicable alternatives or other extenuating circumstances.
- c. Cause to be enacted, maintained and enforced, ordinances and regulations for proper traffic operations in accordance with the plans of the PROJECT.
- d. Make no changes to ordinances or regulations enacted, or traffic controls installed in conjunction with the PROJECT work without prior review by the DEPARTMENT and approval of the FHWA, if required.

- B. On projects for the removal of roadside obstacles, the parties, upon completion of construction of each part of the PROJECT, at no cost to the PROJECT or the DEPARTMENT, will, within their respective jurisdictions, take such action as is necessary to assure that the roadway right-of-way, cleared as the PROJECT, will be maintained free of such obstacles.
- C. On projects for the construction of bikeways, the parties will enact no ordinances or regulations prohibiting the use of bicycles on the facility hereinbefore described as the PROJECT, and will amend any existing restrictive ordinances in this regard so as to allow use of this facility by bicycles. No motorized vehicles shall be permitted on such bikeways or walkways constructed as the PROJECT except those for maintenance purposes.
- D. Failure of the parties hereto to fulfill their respective responsibilities as outlined herein may disqualify that party from future Federal-aid participation in projects on roads or streets for which it has maintenance responsibility. Federal Aid may be withheld until such time as deficiencies in regulations have been corrected, and the improvements constructed as the PROJECT are brought to a satisfactory condition of maintenance.

SECTION V

SPECIAL PROGRAM AND PROJECT CONDITIONS

- A. Those projects for which the REQUESTING PARTY has been reimbursed with Federal monies for the acquisition of right-of-way must be under construction by the close of the twentieth (20th) fiscal year following the fiscal year in which the FHWA and the DEPARTMENT projects agreement covering that work is executed, or the REQUESTING PARTY may be required to repay to the DEPARTMENT, for forwarding to the FHWA, all monies distributed as the FHWA'S contribution to that right-of-way.
- B. Those projects for which the REQUESTING PARTY has been reimbursed with Federal monies for the performance of preliminary engineering must be under construction by the close of the tenth (10th) fiscal year following the fiscal year in which the FHWA and the DEPARTMENT projects agreement covering that work is executed, or the REQUESTING PARTY may be required to repay to the DEPARTMENT, for forwarding to the FHWA, all monies distributed as the FHWA'S contribution to that preliminary engineering.
- C. On those projects funded with Federal monies, the REQUESTING PARTY, at no cost to the PROJECT or the DEPARTMENT, will provide such accident information as is available and such other information as may be required under the program in order to make the proper assessment of the safety benefits derived from the work performed as the PROJECT. The REQUESTING PARTY will cooperate with the DEPARTMENT in the development of reports and such analysis as may be required and will, when requested by the DEPARTMENT, forward to the DEPARTMENT, in such form as is necessary, the required information.
- D. In connection with the performance of PROJECT work under this contract the parties hereto (hereinafter in Appendix "A" referred to as the "contractor") agree to comply with the State of Michigan provisions for "Prohibition of Discrimination in State Contracts", as set forth in Appendix A, attached hereto and made a part hereof. The parties further covenant that they will comply with the Civil Rights Acts of 1964, being P.L. 88-352, 78 Stat. 241, as amended, being Title 42 U.S.C. Sections 1971, 1975a-1975d, and 2000a-2000h-6 and the Regulations of the United States Department of Transportation (49 C.F.R. Part 21) issued pursuant to said Act, including Appendix "B", attached hereto and made a part hereof, and will require similar covenants on the part of any contractor or subcontractor employed in the performance of this contract.
- E. The parties will carry out the applicable requirements of the DEPARTMENT'S Disadvantaged Business Enterprise (DBE) program and 49 CFR, Part 26, including, but not limited to, those requirements set forth in Appendix C.

APPENDIX A
PROHIBITION OF DISCRIMINATION IN STATE CONTRACTS

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

1. In accordance with Act No. 453, Public Acts of 1976, the contractor hereby agrees not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or as a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, or marital status. Further, in accordance with Act No. 220, Public Acts of 1976 as amended by Act No. 478, Public Acts of 1980 the contractor hereby agrees not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of a disability that is unrelated to the individual's ability to perform the duties of a particular job or position. A breach of the above covenants shall be regarded as a material breach of this contract.
2. The contractor hereby agrees that any and all subcontracts to this contract, whereby a portion of the work set forth in this contract is to be performed, shall contain a covenant the same as hereinabove set forth in Section 1 of this Appendix.
3. The contractor will take affirmative action to insure that applicants for employment and employees are treated without regard to their race, color, religion, national origin, age, sex, height, weight, marital status or a disability that is unrelated to the individual's ability to perform the duties of a particular job or position. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
4. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, age, sex, height, weight, marital status or disability that is unrelated to the individual's ability to perform the duties of a particular job or position.
5. The contractor or his collective bargaining representative will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice advising the said labor union or workers' representative of the contractor's commitments under this appendix.
6. The contractor will comply with all relevant published rules, regulations, directives, and orders of the Michigan Civil Rights Commission which may be in effect prior to the taking of bids for any individual state project.
7. The contractor will furnish and file compliance reports within such time and upon such forms as provided by the Michigan Civil Rights Commission, said forms may also elicit information as to the practices, policies, program, and employment statistics of each subcontractor as well as the contractor himself, and said contractor will permit access to his books, records, and accounts by the Michigan Civil Rights Commission and/or its agent, for purposes of investigation to ascertain compliance with this contract and relevant with rules, regulations, and orders of the Michigan Civil Rights Commission.
8. In the event that the Civil Rights Commission finds, after a hearing held pursuant to its rules, that a contractor has not complied with the contractual obligations under this agreement, the Civil Rights Commission may, as part of its order based upon such findings, certify said findings to the Administrative Board of the State of Michigan, which Administrative Board may order the cancellation of the contract found to have been violated and/or declare the contractor ineligible for future contracts with the state and its political and civil subdivisions, departments, and officers, and including the governing boards of institutions of higher education, until the contractor complies with said order of the Civil Rights Commission. Notice of said declaration of future ineligibility may be given to any or all of the persons with whom the contractor is declared ineligible to contract as a contracting party in future contracts. In any case before the Civil Rights Commission in which cancellation of an existing contract is a possibility, the contracting agency shall be notified of such possible remedy and shall be given the option by the Civil Rights Commission to participate in such proceedings.
9. The contractor will include, or incorporate by reference, the provisions of the foregoing paragraphs (1) through (8) in every subcontract or purchase order unless exempted by the rules, regulations or orders of the Michigan Civil Rights Commission, and will provide in every subcontract or purchase order that said provisions will be binding upon each subcontractor or seller.

March, 1998

APPENDIX B

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

1. Compliance with Regulations: The contractor shall comply with the Regulations relative to nondiscrimination in Federally assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 27, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
2. Nondiscrimination: The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or natural origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
4. Information and Reports: The contractor shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Michigan Department of Transportation or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the Michigan Department of Transportation, or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.
5. Sanctions for Noncompliance: In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the Michigan Department of Transportation shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
 - (a) Withholding of payments to the contractor under the contract until the contractor complies, and/or
 - (b) Cancellation, termination, or suspension of the contract, in whole or in part.
6. Incorporation of Provisions: The contractor shall include the provisions of paragraphs 1 through 6 of every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the Michigan Department of Transportation or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for non-compliance; provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the Michigan Department of Transportation to enter into such litigation to protect the interests of the State, and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

APPENDIX C

TO BE INCLUDED IN ALL FINANCIAL ASSISTANCE AGREEMENTS WITH LOCAL AGENCIES

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

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

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

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

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

Memo

To: Mayor Nielsen and City Commissioners

From: Bryon L. Mazade, City Manager

Date: 04/18/01

Re: Special Assessment Notices

At the last City Commission meeting I was asked to provide a report on the cost and the positive and negative aspects of converting the special assessment notice process to certified mail with return receipt requested. Currently the City sends all special assessment notices by first class mail.

For street special assessments the City sends two notices for the public hearings (one to create the district and one to spread the special assessment roll). The City also sends a self addressed stamped envelope for the property owner to return the response card for the hearing to create the district. For sidewalk assessments there are also three mailings, one for the initial notification that the sidewalk needs to be repaired and then two for the special assessment hearings. These mailings generally cost \$.34 each, although some cost as much as \$.55 each, depending on how many sheets of paper is sent. Sending these notices by certified mail with return receipt requested would cost \$3.74 each and could go as high as \$3.95 each. On average the City sends out special assessment notices for approximately 1,000 properties annually (650 for sidewalks and 350 for streets). This equates to 3,000 notices. For first-class mail this costs \$1,020.00. The same notices would cost \$11,220.00 for certified mail. If the City uses certified mail this would have to be in addition to the first class mail that is required by law. Therefore, the mailing cost would be approximately \$12,240.00 for 1,000 properties.

The increased cost (well over 1,000%) for converting the notification process to certified mail is prohibitive. This does not include the increased staff time it will take sending and receiving certified mail, which will be significant and could require the use of a temporary worker.

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.

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	<u>180,000</u>	<u>1%</u>
	23,222,623	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>	<u>12%</u>
	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	168,032	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	43,280	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	\$ 2,650	\$ 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	18,621	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

		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
I. Customer Value Added Activities										
40301	Police Department									
5100	Salaries & Benefits	\$ 5,371,889	\$ 5,421,663	\$ 5,585,525	\$ 1,236,926	22%	\$ 5,585,525	\$ -	0%	
5200	Operating Supplies	127,053	148,156	123,000	31,755	26%	123,000	-	0%	
5300	Contractual Services	725,960	940,086	850,000	208,319	24%	850,000	-	0%	
5400	Other Expenses	47,181	53,924	30,700	11,011	36%	30,700	-	0%	
5700	Capital Outlays	88,075	171,358	55,000	8,808	16%	55,000	-	0%	
5900	Other Financing Uses	-	-	-	-	N/A	-	-	N/A	
		\$ 6,360,158	\$ 6,735,187	\$ 6,644,225	\$ 1,494,819	22%	\$ 6,644,225	\$ -	0%	
40333	Police Narcotics Unit									
5100	Salaries & Benefits	\$ 351,830	\$ 403,645	\$ 471,552	\$ 79,543	17%	\$ 471,552	\$ -	0%	
5200	Operating Supplies	7,914	11,381	5,150	1,612	31%	5,150	-	0%	
5300	Contractual Services	14,831	13,899	10,700	1,957	18%	10,700	-	0%	
5400	Other Expenses	39	318	-	-	N/A	-	-	N/A	
5700	Capital Outlays	22,171	36,195	20,941	-	0%	20,941	-	0%	
5900	Other Financing Uses	-	-	-	-	N/A	-	-	N/A	
		\$ 396,785	\$ 465,438	\$ 508,343	\$ 83,112	16%	\$ 508,343	\$ -	0%	
		\$ 6,756,943	\$ 7,200,625	\$ 7,152,568	\$ 1,577,931	22%	\$ 7,152,568	\$ -	0%	
50336	Fire Department									
5100	Salaries & Benefits	\$ 2,673,009	\$ 2,708,005	\$ 2,738,873	\$ 629,549	23%	\$ 2,738,873	\$ -	0%	
5200	Operating Supplies	113,467	97,561	98,000	15,576	16%	98,000	-	0%	
5300	Contractual Services	156,160	133,101	150,000	21,715	14%	150,000	-	0%	
5400	Other Expenses	20,291	10,051	20,000	4,293	21%	20,000	-	0%	
5700	Capital Outlays	153,098	38,636	25,000	11,808	47%	25,000	-	0%	
5900	Other Financing Uses	-	-	-	-	N/A	-	-	N/A	
		\$ 3,116,025	\$ 2,987,354	\$ 3,031,873	\$ 682,941	23%	\$ 3,031,873	\$ -	0%	
50387	Fire Safety Inspections									
5100	Salaries & Benefits	\$ 314,896	\$ 623,329	\$ 658,792	\$ 136,759	21%	\$ 658,792	\$ -	0%	
5200	Operating Supplies	8,585	17,135	31,050	3,868	15%	26,050	(5,000)	-16%	MOVE TO 5700
5300	Contractual Services	96,770	247,418	226,759	50,989	22%	226,759	-	0%	
5400	Other Expenses	4,877	11,070	15,000	2,801	19%	15,000	-	0%	
5700	Capital Outlays	16,029	9,838	5,600	215	2%	10,600	5,000	89%	ADD'TL COMPUTER EQUIPMENT REQ'D
5900	Other Financing Uses	-	-	-	-	N/A	-	-	N/A	
		\$ 441,157	\$ 908,790	\$ 937,201	\$ 194,632	21%	\$ 937,201	\$ -	0%	
		\$ 3,557,182	\$ 3,896,144	\$ 3,969,074	\$ 877,573	22%	\$ 3,969,074	\$ -	0%	
Sanitation										
60523	General Sanitation									
5100	Salaries & Benefits	\$ 60,002	\$ 66,335	\$ 62,422	\$ 12,648	20%	\$ 62,422	\$ -	0%	
5200	Operating Supplies	401	690	1,400	35	3%	1,400	-	0%	
5300	Contractual Services	1,490,800	1,308,314	1,390,508	208,799	15%	1,390,508	-	0%	
5400	Other Expenses	6	-	1,000	-	0%	1,000	-	0%	
5700	Capital Outlays	-	24,360	25,000	-	0%	25,000	-	0%	
5900	Other Financing Uses	-	-	-	-	N/A	-	-	N/A	
		\$ 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	
		\$ 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	
		\$ 55,705	\$ -	\$ -	\$ -	N/A	\$ -	\$ -	N/A	
60448	Streetlighting									
5100	Salaries & Benefits	\$ 12,685	\$ 10,601	\$ 7,064	\$ 2,173	31%	\$ 7,064	\$ -	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	
		\$ 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	
		\$ 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	
		\$ 19,223	\$ 173,920	\$ 97,882	\$ 8,585	9%	\$ 97,882	\$ -	0%	
		\$ 2,490,084	\$ 2,405,301	\$ 2,421,831	\$ 370,993	15%	\$ 2,421,831	\$ -	0%	
70751	Parks Maintenance									
5100	Salaries & Benefits	\$ 594,245	\$ 410,877	\$ 528,153	\$ 82,837	16%	\$ 528,153	\$ -	0%	
5200	Operating Supplies	101,986	188,503	125,155	9,439	8%	125,155	-	0%	
5300	Contractual Services	369,196	509,593	515,000	66,663	13%	515,000	-	0%	
5400	Other Expenses	2,338	2,939	7,000	765	11%	7,000	-	0%	
5700	Capital Outlays	42,206	53,703	80,000	28,105	35%	80,000	-	0%	
5900	Other Financing Uses	-	-	-	-	N/A	-	-	N/A	
		\$ 1,109,971	\$ 1,165,615	\$ 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	\$ 34,953	\$ 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	43,985	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	
		\$ 72,307	\$ 58,862	\$ 54,443	\$ 4,432	8%	\$ 54,443	\$ -	0%	
70775	General Recreation Programs									
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	
		\$ 291,096	\$ 271,496	\$ 293,373	\$ 38,682	13%	\$ 293,373	\$ -	0%	
70776	Inner City Recreation Programs									
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	
		\$ 146,927	\$ 179,390	\$ 193,429	\$ 26,066	13%	\$ 193,429	\$ -	0%	
70776	Cemeteries Maintenance									
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	
		\$ 496,062	\$ 464,099	\$ 494,246	\$ 60,087	12%	\$ 494,246	\$ -	0%	
70585	Parking Operations									
5100	Salaries & Benefits	\$ 12,979	\$ 13,182	\$ 12,584	\$ 3,233	26%	\$ 12,584	\$ -	0%	
5200	Operating Supplies	2,146	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	
		\$ 43,817	\$ 42,999	\$ 50,156	\$ 9,816	20%	\$ 50,156	\$ -	0%	
70771	Forestry									
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	
		\$ 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 % of Revised	Revised Estimate 2001	Change From 2000 Original	% Change From Original	Comments
70863	Farmers' Market & Flea Market									
5100	Salaries & Benefits	\$ 38,984	\$ 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	265,250	160,950	13,309	8%	160,950	-	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%	MATS - \$80,500; NEIGH GRANTS - \$40,000; MEMORIAL
		\$ 117,369	\$ 115,930	\$ 141,640	\$ 55,104	39%	\$ 141,640	\$ -	0%	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%		71.4%			

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
II. Business Value Added Activities										
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	\$ 691,566	\$ 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 ASS'T 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 % of 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	
		\$ 69,447	\$ 75,129	\$ 79,285	\$ 16,872	21%	\$ 79,285	\$ -	0%	
20744	Julia Hackley Internships									
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	
		\$ 1,714	\$ 8,911	\$ 4,650	\$ -	0%	\$ 4,650	\$ -	0%	
20215	City Clerk & Elections									
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	
		\$ 265,686	\$ 287,687	\$ 264,292	\$ 47,565	18%	\$ 264,292	\$ -	0%	
20220	Civil Service									
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%	WILL BE OFFSET BY ELIMINATION OF P/T ANALYST
5300	Contractual Services	71,530	39,839	31,000	4,055	13%	31,000	-	0%	POSITION AND LOWER THAN BUDGETED SALARY
5400	Other Expenses	7,890	42,287	8,000	177	2%	8,000	-	0%	FOR NEW DIRECTOR.
5700	Capital Outlays	220	762	957	-	0%	957	-	0%	
5900	Other Financing Uses	-	-	-	-	N/A	-	-	N/A	
		\$ 220,077	\$ 219,242	\$ 197,982	\$ 24,545	12%	\$ 197,982	\$ -	0%	
		\$ 727,017	\$ 759,653	\$ 727,548	\$ 126,414	18%	\$ 717,548	\$ (10,000)	-1%	
30202	Finance Administration									
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%	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	
		\$ 320,729	\$ 340,684	\$ 354,483	\$ 104,625	28%	\$ 373,083	\$ 18,600	5%	
30209	Assessing Services									
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	
		\$ 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	
		\$ 254,205	\$ 269,773	\$ 292,024	\$ 61,255	21%	\$ 292,024	\$ -	0%	
30253	City Treasurer									
5100	Salaries & Benefits	\$ 266,436	\$ 251,881	\$ 275,462	\$ 52,228	19%	\$ 275,462	\$ -	0%	
5200	Operating Supplies	28,340	38,165	28,400	6,658	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	
		\$ 346,688	\$ 354,154	\$ 350,429	\$ 67,160	19%	\$ 350,429	\$ -	0%	
30248	Information Systems Administration									
5100	Salaries & Benefits	\$ 131,588	\$ 167,381	\$ 176,942	\$ 41,151	23%	\$ 176,942	\$ -	0%	
5200	Operating Supplies	4,832	6,695	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	10,689	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	
		\$ 265,024	\$ 275,973	\$ 284,942	\$ 66,371	23%	\$ 284,942	\$ -	0%	
		\$ 1,549,115	\$ 1,585,890	\$ 1,655,544	\$ 301,161	18%	\$ 1,674,144	\$ 18,600	1%	
60265	City Hall Maintenance									
5100	Salaries & Benefits	\$ 63,925	\$ 63,273	\$ 61,204	\$ 14,666	24%	\$ 61,204	\$ -	0%	
5200	Operating Supplies	13,874	11,926	15,370	2,757	18%	15,370	-	0%	
5300	Contractual Services	161,699	184,471	189,895	34,614	16%	210,000	20,105	11%	UNANTICIPATED ELEVATOR REPAIRS
5400	Other Expenses	67	395	500	-	0%	500	-	0%	
5700	Capital Outlays	8,607	3,422	6,287	-	0%	6,287	-	0%	
5900	Other Financing Uses	-	-	-	-	N/A	-	-	N/A	
		\$ 248,172	\$ 263,487	\$ 273,256	\$ 52,037	18%	\$ 293,361	\$ 20,105	7%	
		\$ 248,172	\$ 263,487	\$ 273,256	\$ 52,037	18%	\$ 293,361	\$ 20,105	7%	
80400	Planning, Zoning and Economic Development									
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	2,146	3,018	4,000	1,136	28%	4,000	-	0%	
5900	Other Financing Uses	-	-	-	-	N/A	-	-	N/A	
		\$ 518,162	\$ 501,525	\$ 521,425	\$ 113,282	22%	\$ 521,425	\$ -	0%	
		\$ 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
II. Fixed Budget Items									
30999 / Transfers To Other Funds									
Major Street Fund	\$ -	\$ -	\$ -	\$ -	N/A	\$ -	\$ -	N/A	
Local Street Fund	620,000	620,000	820,000	205,000	25%	820,000	-	0%	
Budget Stabilization Fund	-	-	100,000	25,000	25%	100,000	-	0%	
L.C. Walker Arena Fund	325,000	346,000	301,000	75,250	25%	301,000	-	0%	
Public Improvement Fund	150,000	220,000	150,000	37,500	25%	150,000	-	0%	
MOD State Rehab Loan Fund	-	22,810	-	22,809	N/A	-	-	N/A	
TIFA Debt Service Fund	12,000	-	-	-	N/A	-	-	N/A	
State Grants	1,742	-	-	-	N/A	-	-	N/A	
Tree Replacement	-	2,723	-	-	N/A	-	-	N/A	
	\$ 1,108,742	\$ 1,211,533	\$ 1,371,000	\$ 365,559	27%	\$ 1,371,000	\$ -	0%	
30851 General Insurance	\$ 222,763	\$ 249,757	\$ 270,000	\$ -	0%	\$ 270,000	\$ -	0%	
30906 Debt Retirement	340,604	407,835	365,098	59,189	16%	365,098	-	0%	
10891 Contingency and Bad Debt Expense	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%	
Total Fixed-Budget Items	\$ 2,287,759	\$ 2,037,013	\$ 2,701,098	\$ 426,334	16%	\$ 2,701,098	\$ -	0%	
As a Percent of Total General Fund Expenditures	10.4%	9.2%	11.7%	9.5%		11.6%			
Total General Fund	\$ 22,011,879	\$ 22,232,657	\$ 23,180,803	\$ 4,474,100	19%	\$ 23,209,508	\$ 28,705	0%	
Recap: Total General Fund By Expenditure Object									
5100 Salaries & Benefits	\$ 12,873,899	\$ 12,678,843	\$ 13,285,442	\$ 2,822,870	21%	\$ 13,255,442	\$ (10,000)	0%	
5200 Operating Supplies	644,655	719,038	637,269	106,467	17%	632,269	(5,000)	-1%	
5300 Contractual Services	6,002,539	6,559,992	6,817,381	1,012,974	15%	6,856,086	38,705	1%	
5400 Other Expenses	170,318	185,789	154,821	34,731	22%	154,821	-	0%	
5700 Capital Outlays	871,122	469,627	569,792	72,310	13%	574,792	5,000	1%	
5900 All Other Financing Uses	1,449,346	1,619,368	1,736,098	424,748	24%	1,736,098	-	0%	
Total General Fund	\$ 22,011,879	\$ 22,232,657	\$ 23,180,803	\$ 4,474,100	19%	\$ 23,209,508	\$ 28,705	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%	CDBG \$\$\$M ; EDA \$70M
Other	183,977	514,262	75,000	3,287		75,000	-	0%	
	\$ 3,269,329	\$ 6,694,431	\$ 3,749,194	\$ 206,537		\$ 3,749,194	\$ -	0%	
60900 Operating Expenditures									
5100 Salaries & Benefits	\$ 608,646	\$ 649,222	\$ 737,485	\$ 200,593	27%	\$ 737,485	\$ -	0%	
5200 Operating Supplies	151,749	105,439	166,200	60,628	36%	166,200	-	0%	
5300 Contractual Services	688,313	915,522	723,401	200,754	28%	723,401	-	0%	
5400 Other Expenses	5,239	5,545	4,000	225	6%	4,000	-	0%	
5700 Capital Outlays	-	-	-	-	N/A	-	-	-	
5900 Other Financing Uses	884,840	905,964	810,523	-	0%	810,523	-	0%	DEBT SERVICE; \$200M TRANSFER TO LOCAL
	\$ 2,118,787	\$ 2,581,692	\$ 2,441,609	\$ 462,200	19%	\$ 2,441,609	\$ -	0%	
90000 Project Expenditures									
5200 Operating Supplies	\$ -	\$ -	\$ -	\$ -	N/A	\$ -	\$ -	-	
5300 Contractual Services	1,731,347	4,708,191	2,960,000	85,478	3%	2,866,000	(94,000)	-3%	SEE "BUDGETED CAPITAL IMPROVEMENTS" FOR DETAIL
5700 Capital Outlays	221,014	-	-	-	N/A	-	-	-	
	\$ 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%	\$ 5,307,609			
Available Fund Balance - EOY	\$ 3,585,170	\$ 2,989,718	\$ 155,756	\$ 2,648,577		\$ 1,431,303	\$ 1,275,547		

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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
203 Local Streets Fund									
Available Fund Balance - BOY	\$ 107,336	\$ 176	\$ (81,376)	\$ 122,966		\$ 122,966	\$ 204,342		
Revenues									
Special assessments	\$ 70,128	\$ 78,570	\$ 75,000	\$ -		\$ 75,000	\$ -	0%	
Federal grants	-	31,073	-	31,073		-	-	-	
State grants	-	48,467	-	48,467		-	-	-	
State shared revenue	621,506	638,505	648,300	49,983		648,300	-	0%	
Interest income	10,329	11,210	10,000	49		10,000	-	0%	
Operating transfers in	680,000	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									
5100 Salaries & Benefits	\$ 484,756	\$ 437,738	\$ 402,118	\$ 91,506	23%	\$ 402,118	\$ -	0%	
5200 Operating Supplies	73,457	107,551	84,000	13,919	17%	84,000	-	0%	
5300 Contractual Services	484,784	589,182	554,501	97,631	18%	554,501	-	0%	
5400 Other Expenses	1,234	2,236	1,000	-	0%	1,000	-	0%	
5700 Capital Outlays	-	-	-	-	N/A	-	-	-	
5900 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									
5200 Operating Supplies	\$ -	\$ -	\$ -	\$ -	N/A	\$ -	\$ -	-	
5300 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

	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
230 Enterprise Community Fund									
Available Fund Balance - BOY	\$ -	\$ -	\$ -	\$ -	-	\$ -	\$ -	-	
Revenues									
Special assessments	\$ -	\$ -	\$ -	-	-	\$ -	-	-	
Federal grants	336,525	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%	
60900 Operating Expenditures									
5100 Salaries & Benefits	\$ -	\$ -	\$ -	-	N/A	\$ -	-	-	
5200 Operating Supplies	-	-	-	-	N/A	-	-	-	
5300 Contractual Services	413,835	633	180,000	-	0%	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	\$ -	\$ -	\$ -	\$ -	-	\$ -	\$ -	-	

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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
254 L.C. Walker Arena Fund									
Available Fund Balance - BOY	\$ 294	\$ 3,426	\$ 3,564	\$ 3,861		\$ 3,861	\$ 297		
Revenues									
Special assessments	\$ -	\$ -	\$ -	\$ -		\$ -	\$ -	-	
State grants	-	-	-	-		-	-	-	
State shared revenue	-	-	-	-		-	-	-	
Charges for services	518,703	505,229	560,000	246,280		560,000	-	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	3,846	-	804		-	-	-	
	\$ 845,915	\$ 855,101	\$ 861,000	\$ 322,622		\$ 861,000	\$ -	0%	
70805 Operating Expenditures									
5100 Salaries & Benefits	\$ 11,112	\$ 11,120	\$ 11,416	\$ 3,025	26%	\$ 11,416	\$ -	0%	
5200 Operating Supplies	-	-	-	-	N/A	-	-	-	
5300 Contractual Services	831,671	842,086	850,000	236,632	28%	850,000	-	0%	
5400 Other Expenses	-	-	-	-	N/A	-	-	-	
5700 Capital Outlays	-	1,460	-	242	N/A	-	-	-	
5800 Other Financing Uses	-	-	-	-	N/A	-	-	-	
	\$ 842,783	\$ 854,666	\$ 861,416	\$ 239,899	28%	\$ 861,416	\$ -	0%	
90000 Project Expenditures									
5200 Operating Supplies	\$ -	\$ -	\$ -	\$ -	N/A	\$ -	\$ -	-	
5300 Contractual Services	-	-	-	-	N/A	-	-	-	
	\$ -	\$ -	\$ -	\$ -	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

	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
403 Sidewalk Improvement Fund									
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	39,198	15,000	4,758		15,000	-	0%	
Operating transfers in	-	87,219	100,000	-		100,000	-	0%	
Other	-	826,068	-	-		-	-	-	
	\$ 267,803	\$ 1,422,412	\$ 565,000	\$ 4,758		\$ 565,000	\$ -	0%	
30906 Operating Expenditures									
5100 Salaries & Benefits	\$ -	\$ -	\$ -	\$ -	N/A	\$ -	\$ -	-	
5200 Operating Supplies	-	-	-	-	N/A	-	-	-	
5300 Contractual Services	-	-	-	-	N/A	-	-	-	
5400 Other Expenses	-	-	-	-	N/A	-	-	-	
5700 Capital Outlays	-	-	-	-	N/A	-	-	-	
5900 Other Financing Uses	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									
5200 Operating Supplies	\$ -	\$ -	\$ -	\$ -	N/A	\$ -	\$ -	-	
5300 Contractual Services	452,061	588,030	850,000	6,215	1%	850,000	-	0%	SEE "BUDGETED CAPITAL IMPROVEMENTS" FOR DETAIL
5400 Other Expenses	-	6,520	-	-	N/A	-	-	-	
5900 Other Financing Uses	-	154,405	-	-	N/A	-	-	-	
	\$ 452,061	\$ 728,955	\$ 850,000	\$ 6,215	1%	\$ 850,000	\$ -	0%	
	\$ 1,186,908	\$ 871,969	\$ 1,262,413	\$ 134,810	11%	\$ 1,262,413			
Available Fund Balance - EOY	\$ 63,295	\$ 613,738	\$ 3,596	\$ 483,686		\$ (83,675)	\$ (87,271)		

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
404 Public Improvement Fund									
Available Fund Balance - BOY	\$ 679,956	\$ 1,354,812	\$ 206,812	\$ 421,441		\$ 421,441	\$ 214,629		
Revenues									
Special assessments	\$ -	\$ -	\$ -	\$ -		\$ -	\$ -	-	
Federal grants	-	-	570,600	-		570,600	-	0%	EDA GRANT FOR SEAWAY INDUSTRIAL PARK
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	1,312,984	35,643	-	-		-	-	-	
	\$ 1,753,749	\$ 455,071	\$ 850,600	\$ 48,520		\$ 850,600	\$ -	0%	
30936 Operating Expenditures									
5100 Salaries & Benefits	\$ -	\$ -	\$ -	\$ -	N/A	\$ -	\$ -	-	
5200 Operating Supplies	-	-	-	-	N/A	-	-	-	
5300 Contractual Services	-	-	-	-	N/A	-	-	-	
5400 Other Expenses	-	-	-	-	N/A	-	-	-	
5700 Capital Outlays	-	-	-	-	N/A	-	-	-	
5900 Other Financing Uses	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%	
90000 Project Expenditures									
5200 Operating Supplies	\$ -	\$ -	\$ -	\$ -	N/A	\$ -	\$ -	-	
5300 Contractual Services	15,779	696,960	-	3,140	N/A	-	-	-	
5400 Other Expenses	31,301	-	-	-	N/A	-	-	-	
5700 Capital Outlays	154,313	586,482	475,600	333,074	70%	474,168	(1,432)	0%	SEE "BUDGETED CAPITAL IMPROVEMENTS" FOR DETAIL
	\$ 201,393	\$ 1,283,442	\$ 475,600	\$ 336,214	71%	\$ 474,168	\$ (1,432)	0%	
	\$ 1,078,293	\$ 1,389,442	\$ 715,600	\$ 336,214	47%	\$ 714,168			
Available Fund Balance - EOY	\$ 1,354,812	\$ 421,441	\$ 341,812	\$ 133,747		\$ 557,873	\$ 216,061		

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
482 State Grants Fund									
Available Fund Balance - BOY	\$ -	\$ -	\$ -	\$ -	-	\$ -	\$ -	-	
Revenues									
Special assessments	\$ -	\$ -	\$ -	\$ -	-	\$ -	\$ -	-	
State grants	255,069	275,965	2,335,000	-	-	2,335,000	-	0%	
Federal grants	-	73,396	-	-	-	-	-	-	
Sales of Property	-	-	-	-	-	-	-	-	
Interest income	-	-	-	-	-	-	-	-	
Operating transfers in	1,743	801,173	200,000	-	-	200,000	-	0%	LOCAL MATCH FROM GOLF COURSE FUND (TRAIL PROJECTS)
Other	-	-	-	-	-	-	-	-	
	\$ 256,812	\$ 950,524	\$ 2,535,000	\$ -	-	\$ 2,535,000	\$ -	0%	
30936 Operating Expenditures									
5100 Salaries & Benefits	\$ -	\$ -	\$ -	\$ -	N/A	\$ -	\$ -	-	
5200 Operating Supplies	-	-	-	-	N/A	-	-	-	
5300 Contractual Services	-	-	-	-	N/A	-	-	-	
5400 Other Expenses	-	-	-	-	N/A	-	-	-	
5700 Capital Outlays	-	-	-	-	N/A	-	-	-	
5900 Other Financing Uses	-	-	-	-	N/A	-	-	-	
	\$ -	\$ -	\$ -	\$ -	N/A	\$ -	\$ -	-	
90000 Project Expenditures									
5200 Operating Supplies	\$ -	\$ -	\$ -	\$ -	N/A	\$ -	\$ -	-	
5300 Contractual Services	256,812	950,524	-	372,317	N/A	-	-	-	
5700 Capital Outlays	-	-	2,535,000	77,061	3%	2,535,000	-	0%	SEE "BUDGETED CAPITAL IMPROVEMENTS" FOR DETAIL
	\$ 256,812	\$ 950,524	\$ 2,535,000	\$ 449,378	18%	\$ 2,535,000	\$ -	0%	
	\$ 256,812	\$ 950,524	\$ 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	\$ 25,725	\$ 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%	
70756 Operating Expenditures									
5100 Salaries & Benefits	\$ 95,973	\$ 74,283	\$ 91,579	\$ 10,033	11%	\$ 91,579	\$ -	0%	
5200 Operating Supplies	12,073	17,771	10,300	-	0%	10,300	-	0%	
5300 Contractual Services	93,287	143,006	92,379	14,171	15%	92,379	-	0%	
5400 Other Expenses	445	2,307	1,000	60	6%	1,000	-	0%	
5700 Capital Outlays	1,223	1,350	4,000	-	0%	4,000	-	0%	
5900 Other Financing Uses	74,545	(841)	-	-	N/A	-	-	-	
Other Cash Uses (e.g., Debt Principal)	(30,900)	-	-	-	N/A	-	-	-	
	\$ 246,646	\$ 237,876	\$ 199,258	\$ 24,264	12%	\$ 199,258	\$ -	0%	
90000 Project Expenditures									
5200 Operating Supplies	\$ -	\$ -	\$ -	\$ -	N/A	\$ -	\$ -	-	
5300 Contractual Services	3,637	111,484	-	57,641	N/A	-	-	-	
5700 Capital Outlays	-	-	-	-	N/A	-	-	-	
	\$ 3,637	\$ 111,484	\$ -	\$ 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

	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
584 Municipal Golf Course Fund									
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%	
70542 Operating Expenditures									
5100 Salaries & Benefits	\$ -	\$ -	\$ -	\$ -	N/A	\$ -	\$ -	-	
5200 Operating Supplies	-	-	-	-	N/A	-	-	-	
5300 Contractual Services	9,208	2,903	-	-	N/A	-	-	-	
5400 Other Expenses	-	-	-	-	N/A	-	-	-	
5700 Capital Outlays	-	-	-	-	N/A	-	-	-	
5900 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	-	-	-	
	\$ 48,456	\$ 499,076	\$ 200,000	\$ -	0%	\$ 200,000	\$ -	0%	
90000 Project Expenditures									
5200 Operating Supplies	\$ -	\$ -	\$ -	\$ -	N/A	\$ -	\$ -	-	
5300 Contractual Services	-	-	-	-	N/A	-	-	-	
5700 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

	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
661 Equipment Fund									
Available Cash Balance - BOY	\$ 620,607	\$ 499,082	\$ 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	\$ 2,170,880	\$ 2,040,000	\$ 499,530		\$ 2,040,000	\$ -	0%	
60932 Operating Expenditures									
5100 Salaries & Benefits	\$ 388,008	\$ 364,899	\$ 361,498	\$ 99,799	28%	\$ 361,498	\$ -	0%	
5200 Operating Supplies	469,988	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	3,357	3,000	-	0%	3,000	-	0%	
5700 Capital Outlays	679,073	872,983	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	\$ 2,288,988	\$ 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	-	-	-	
	\$ -	\$ -	\$ -	\$ -	N/A	\$ -	\$ -	-	
	\$ 1,981,812	\$ 2,288,988	\$ 1,979,157	\$ 286,434	14%	\$ 1,979,157	\$ -	-	
Available Cash Balance - EOY	\$ 499,092	\$ 380,984	\$ 481,661	\$ 594,080		\$ 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	139,265		460,000	-	0%	
Interest income	3,995	-	1,000	-		1,000	-	0%	
Operating transfers in	-	-	-	-		-	-	-	
Other	30	427	-	-		-	-	-	
	\$ 383,120	\$ 460,427	\$ 461,000	\$ 139,265		\$ 461,000	\$ -	0%	
60442 Operating Expenditures									
5100 Salaries & Benefits	\$ 152,957	\$ 174,399	\$ 168,307	\$ 40,225	24%	\$ 168,307	\$ -	0%	
5200 Operating Supplies	21,236	19,767	26,950	4,334	16%	26,950	-	0%	
5300 Contractual Services	191,167	215,070	201,416	44,228	22%	201,416	-	0%	
5400 Other Expenses	12,210	10,956	10,000	4,723	47%	10,000	-	0%	
5700 Capital Outlays	19,747	18,961	150,430	15,179	10%	150,430	-	0%	SEE "BUDGETED CAPITAL IMPROVEMENTS" FOR DETAIL
5800 Other Financing Uses	-	-	-	-	N/A	-	-	-	
Other Cash Uses and Adjustments (e.g., Debt Principal)	66,531	(21,076)	-	-	N/A	-	-	-	
	\$ 463,848	\$ 418,077	\$ 557,103	\$ 108,689	20%	\$ 557,103	\$ -	0%	
90000 Project Expenditures									
5200 Operating Supplies	\$ -	\$ -	\$ -	\$ -	N/A	\$ -	\$ -	-	
5300 Contractual Services	-	276,561	-	-	N/A	-	-	-	
5700 Capital Outlays	-	-	-	-	N/A	-	-	-	
	\$ -	\$ 276,561	\$ -	\$ -	N/A	\$ -	\$ -	-	
	\$ 463,848	\$ 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

	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
643 Engineering Services Fund									
Available Cash Balance - BOY	\$ 83,696	\$ 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%	
60447 Operating Expenditures									
5100 Salaries & Benefits	\$ 372,095	\$ 348,156	\$ 459,501	\$ 74,983	16%	\$ 459,501	\$ -	0%	
5200 Operating Supplies	15,050	15,188	19,005	5,403	28%	19,005	-	0%	
5300 Contractual Services	75,587	107,040	130,602	27,104	21%	130,602	-	0%	
5400 Other Expenses	3,109	3,964	4,200	645	15%	4,200	-	0%	
5700 Capital Outlays	10,585	22,025	24,000	9,438	39%	24,000	-	0%	
5900 Other Financing Uses	-	-	-	-	N/A	-	-	-	
Other Cash Uses and Adjustments (e.g., Debt Principal)	21,412	(19,413)	-	-	N/A	-	-	-	
	\$ 497,838	\$ 476,959	\$ 637,308	\$ 117,553	18%	\$ 637,308	\$ -	0%	
90000 Project Expenditures									
5200 Operating Supplies	\$ -	\$ -	\$ -	\$ -	N/A	\$ -	\$ -	-	
5300 Contractual Services	5,426	771	-	378	N/A	-	-	-	
5700 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	\$ 163,978	\$ 108,491		\$ 125,389	\$ (58,589)		

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
677 General Insurance Fund									
Available Cash Balance - BOY	\$ 963,422	\$ 1,193,782	\$ 1,138,024	\$ 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	55,383	40,000	8,389		40,000	-	0%	
Operating transfers in	1,110,799	784,995	1,100,000	-		1,100,000	-	0%	
Other	4,801	117,275	75,000	-		75,000	-	0%	
	\$ 3,235,944	\$ 2,936,460	\$ 3,385,000	\$ 514,855		\$ 3,385,000	\$ -	0%	
30851 Operating Expenditures									
5100 Salaries & Benefits	\$ 400,953	\$ 5,712	52,354	\$ 4,952	9%	52,354	\$ -	0%	NEW POSITION - WC/RISK MANAGER
5200 Operating Supplies	510	475	1,000	238	24%	1,000	-	0%	
5300 Contractual Services	2,684,902	3,072,981	3,365,165	852,025	25%	3,365,165	-	0%	
5400 Other Expenses	50	461	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	-	-	-	
	\$ -	\$ -	\$ -	\$ -	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		\$ 699,232			

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
591 Water Fund									
Available Cash Balance - BOY	\$ 839,769	\$ 6,094,347	\$ 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%	
Charges for services - Township	-	-	420,000	-		420,000	-	0%	
Hydrant Rental - Township	-	-	-	-		-	-	-	
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	\$ 3,936,337	\$ 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)	3,722,862	302,213	370,000	-	0%	370,000	-	0%	PRINCIPAL
	\$ 4,508,063	\$ 1,164,997	\$ 1,298,072	\$ 104,450	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	125,838	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	\$ 224,624	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	\$ 469,642	\$ 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	50,801	13%	399,800	-	0%	
5400 Other Expenses	2,684	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	\$ -	\$ -	-	
5300 Contractual Services	248,251	665,056	3,545,810	9,745	0%	3,586,810	41,000	1%	SEE "BUDGETED CAPITAL IMPROVEMENTS" FOR DETAIL
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	\$ 6,094,347	\$ 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 % of 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	54,362	40,000	-		40,000	-	0%	
Operating transfers in	87,474	-	46,000	-		46,000	-	0%	EDA \$46M
Other	62,881	45,967	30,000	-		30,000	-	0%	
	\$ 3,827,653	\$ 4,089,381	\$ 4,316,000	\$ -		\$ 4,316,000	\$ -	0%	
30548 Operating Expenditures Administration									
5100 Salaries & Benefits	\$ -	\$ -	\$ -	\$ -	N/A	\$ -	\$ -	-	
5200 Operating Supplies	-	-	-	-	N/A	-	-	-	
5300 Contractual Services	278,848	269,957	683,649	61,529	9%	683,649	-	0%	INSURANCE/INDIRECT COSTS/UTILITY ADMINISTRATION FEE
5400 Other Expenses	3,060	13,098	-	-	N/A	-	-	-	
5700 Capital Outlays	45	45	-	-	N/A	-	-	-	
5900 Other Financing Uses	237,637	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	\$ 1,214,496	\$ 1,280,928	\$ 164,114	13%	\$ 1,280,928	\$ -	0%	
60559 Operating Expenditures Maintenance									
5100 Salaries & Benefits	\$ 523,428	\$ 551,757	\$ 689,031	\$ 141,720	21%	\$ 689,031	\$ -	0%	
5200 Operating Supplies	48,439	50,955	55,252	4,031	7%	55,252	-	0%	
5300 Contractual Services	1,561,003	1,348,297	1,737,935	184,864	11%	1,737,935	-	0%	
5400 Other Expenses	2,617	3,892	2,800	145	5%	2,800	-	0%	
5700 Capital Outlays	334	8,380	15,000	3,593	24%	15,000	-	0%	
5900 Other Financing Uses	-	-	-	-	N/A	-	-	-	
	\$ 2,135,821	\$ 1,961,381	\$ 2,500,018	\$ 334,153	13%	\$ 2,500,018	\$ -	0%	
90000 Project Expenditures									
5200 Operating Supplies	\$ -	\$ -	\$ -	\$ -	N/A	\$ -	\$ -	-	
5300 Contractual Services	598,830	255,232	490,000	2,655	1%	481,000	(9,000)	-2%	SEE "BUDGETED CAPITAL IMPROVEMENTS" FOR DETAIL
5700 Capital Outlays	-	-	-	-	N/A	-	-	-	
	\$ 598,830	\$ 255,232	\$ 490,000	\$ 2,655	1%	\$ 481,000	\$ (9,000)	-2%	
	\$ 3,445,485	\$ 3,431,108	\$ 4,270,946	\$ 500,922	12%	\$ 4,261,946			
Available Cash Balance - EOY	\$ 787,448	\$ 1,445,721	\$ 527,965	\$ 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
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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	
			<u>245,000</u>	<u>245,000</u>	

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	-	
			<u>475,600</u>	<u>474,168</u>	

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 90033/90036 (Below)
90036	M120 - Over Muskegon River	Al-Shatel	-	100,000	
90033	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
			<u>2,960,000</u>	<u>2,666,000</u>	

203 Local Streets

99048	Windsor, 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	
			<u>700,000</u>	<u>652,000</u>	

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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
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2001 PROJECTS

403 Sidewalks

96059	2001 Sidewalk Replacement Program	Al-Shatel	850,000	850,000	Financed With Special Assessment Bonds
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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 (Tefedyne 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	Project Cancelled - Special Assessment Not Approved
96017	Shoreline Dr (incl Terrace Extension, Spring & Western)	Al-Shatel	100,000	100,000	
	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	-	Project Cancelled - Special Assessment Not Approved
96017	Shoreline Dr (incl Terrace Extension, Spring & Western)	Al-Shatel	200,000	200,000	
99048	Windsor, Barclay to Henry	Al-Shatel	140,000	140,000	
	Unspecified Projects	Al-Shatel	60,000	-	
90035	Water Service Replacement - CO. Forcemain 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
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2001 PROJECTS

642 Public Service Building

99040	Public Service Building Renovation	Kuhn	130,000	130,000	
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661 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	\$ -
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AGENDA ITEM NO. _____

MUSKEGON CITY COMMISSION MEETING – April 24, 2001

To: Honorable Mayor and City Commissioners
From: Planning Department *LB*
Date: April 17, 2001
Subject: Street vacation

SUMMARY OF REQUEST

Request for vacation of Watson Ave., east of Nelson St.

FINANCIAL IMPACT

None

BUDGET ACTION REQUIRED

None

RECOMMENDATION

The Planning Commission recommended approval of the alley vacations at their April 12th meeting. The vote was unanimous.

RESOLUTION # 2001-48(b)

MUSKEGON CITY COMMISSION

RESOLUTION TO VACATE PORTION OF A PUBLIC STREET

WHEREAS, the City received a petition to vacate and discontinue the following portion of public street:

Watson Ave., from the easterly line of Nelson St. to its terminus

WHEREAS, the Planning Commission held a public hearing on April 12, 2001, to consider the petition, recommending vacation; and

WHEREAS, due notice was given of said hearing; and

WHEREAS, the City Commission met on the 24th day of April, 2001 to consider the recommendation of the Planning Commission;

NOW, THEREFORE, BE IT RESOLVED that the City Commission deems it advisable for the public interest to vacate and discontinue said portion of street;

BE IT FURTHER RESOLVED that the City Commission does hereby declare said portion of street be vacated and discontinued contingent, however, that 1) said vacation shall take effect after the assessment roll has been spread, and 2) adequate fire access is maintained and this action on the part of the City Commission shall not operate so as to conflict with the utility rights heretofore acquired by the City or by any public service utility in the City of Muskegon, operating in, over and upon said portion of street hereby vacated, and it is hereby expressly declared that such rights shall remain in full force and effect.

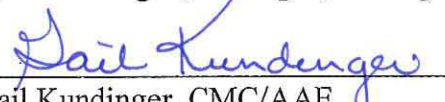
Ayes: Shepherd, Sieradzki, Spataro, Aslakson, Benedict, Nielsen, Schweifler

Nays: None

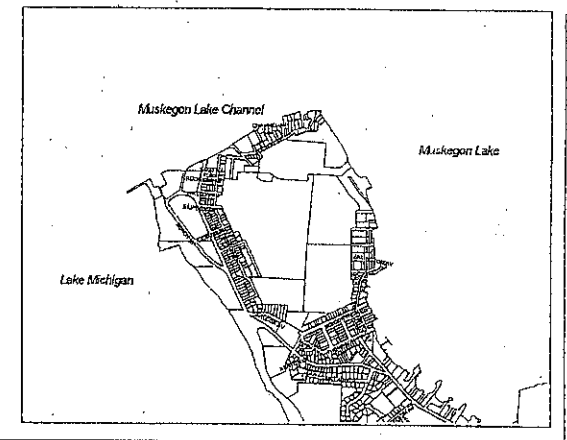
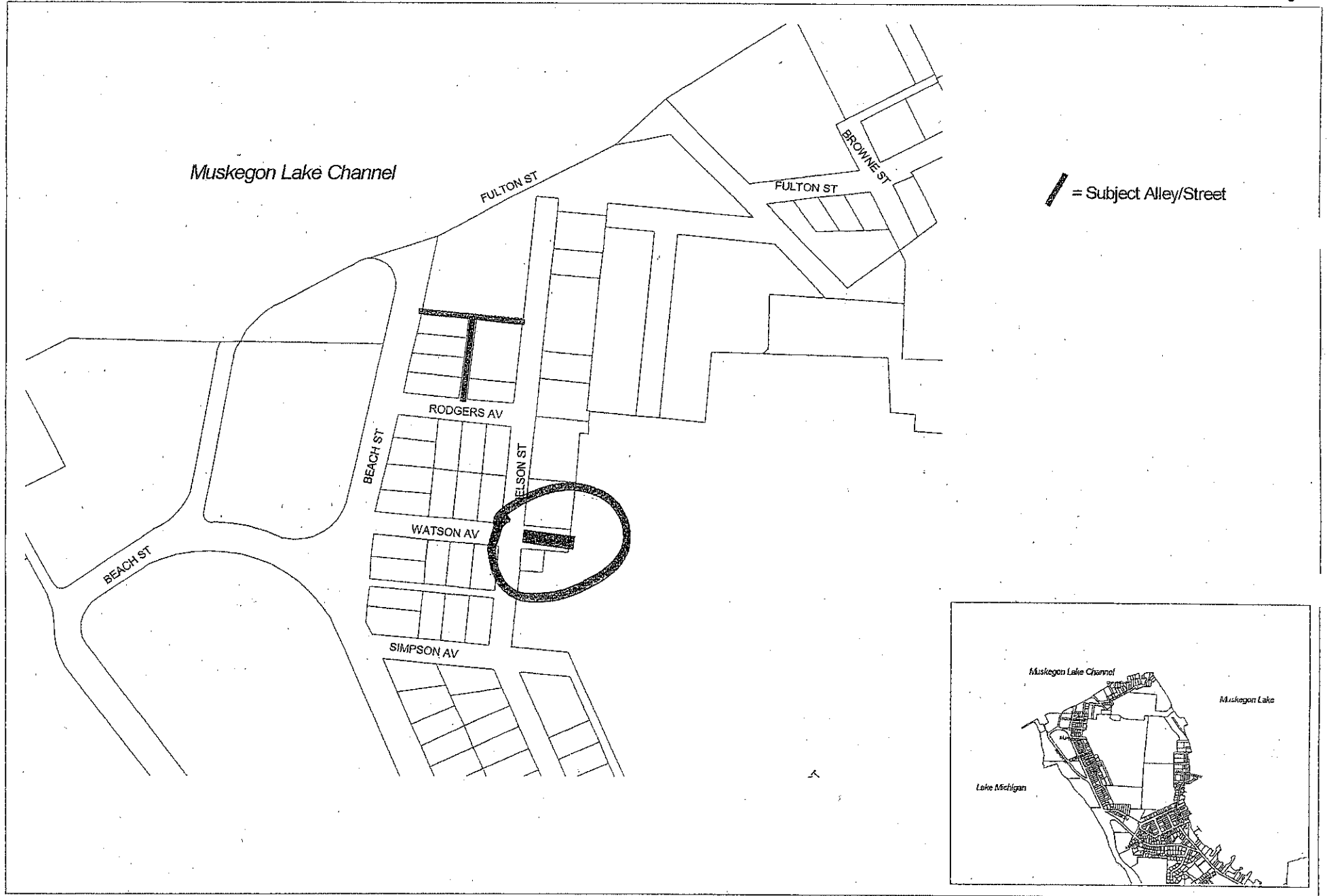
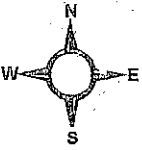
Absent: None

By 
Fred J. Nielsen, Mayor

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 April 24, 2001.


Gail Kunding, CMC/AAE
Clerk, City of Muskegon

City of Muskegon
Planning Commission
Cases #2001-12 & #2001-13



400 0 400 800 Feet

AGENDA Item No. ____.

MUSKEGON CITY COMMISSION MEETING – April 24, 2001

To: Honorable Mayor and City Commissioners
From: Planning Department
Date: April 17, 2001
Subject: Alley vacation

SUMMARY OF REQUEST

Request for vacation of both the north/south and the east/west alleys in Block 753 (bounded by Beach St., Nelson St., Rodgers Ave., and Lake Ave.).

FINANCIAL IMPACT

None

BUDGET ACTION REQUIRED

None

RECOMMENDATION

The Planning Commission recommended approval of the alley vacations at their April 12th meeting. The vote was unanimous.

RESOLUTION #2001-48 (c)

MUSKEGON CITY COMMISSION

RESOLUTION TO VACATE A PUBLIC ALLEY

WHEREAS, a petition has been received to vacate both the north/south and the east/west alleys in Block 753 (bounded by Beach St., Nelson St., Rodgers Ave., and Lake Ave, City of Muskegon; and,

WHEREAS, the Planning Commission held a public hearing on April 12, 2001 to consider the petition and subsequently recommended the vacation; and,

WHEREAS, due notice had been given of said hearing as well as the April 24, 2001 City Commission meeting to consider the recommendation of the Planning Commission;

NOW, THEREFORE, BE IT RESOLVED that the City Commission deems it advisable for the public interest to vacate and discontinue the alleys;

BE IT FURTHER RESOLVED that the City Commission does hereby declare said alley vacated and discontinued provided, however, that 1) said vacation shall take effect after the assessment roll has been spread, and 2) this action on the part of the City Commission shall not operate so as to conflict with fire access or the utility rights heretofore acquired by the City or by any public service utility in the City of Muskegon, operating in, over and upon said portion of alley hereby vacated, and it is hereby expressly declared that such rights shall remain in full force and effect.

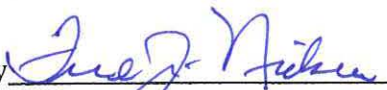
BE IT FURTHER RESOLVED that after any maintenance and repair by the City, the city shall restore the disturbed area to the grade and paving in existence at the time of vacation. The City shall not be responsible to replace special planting, landscaping, fences or any structure. No structure shall be placed in the easement which, in the sole judgment of the City, will interfere with the repair or maintenance of utilities in the easement, public or private."

Adopted this 24th day of April , 2001.

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

Nays: None

Absent: None

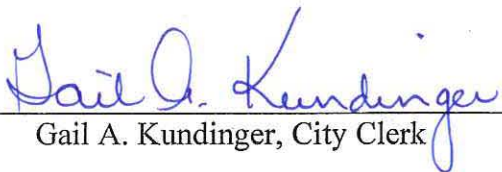
By 
Fred J. Nielsen, Mayor

2001-48(c)
CERTIFICATION

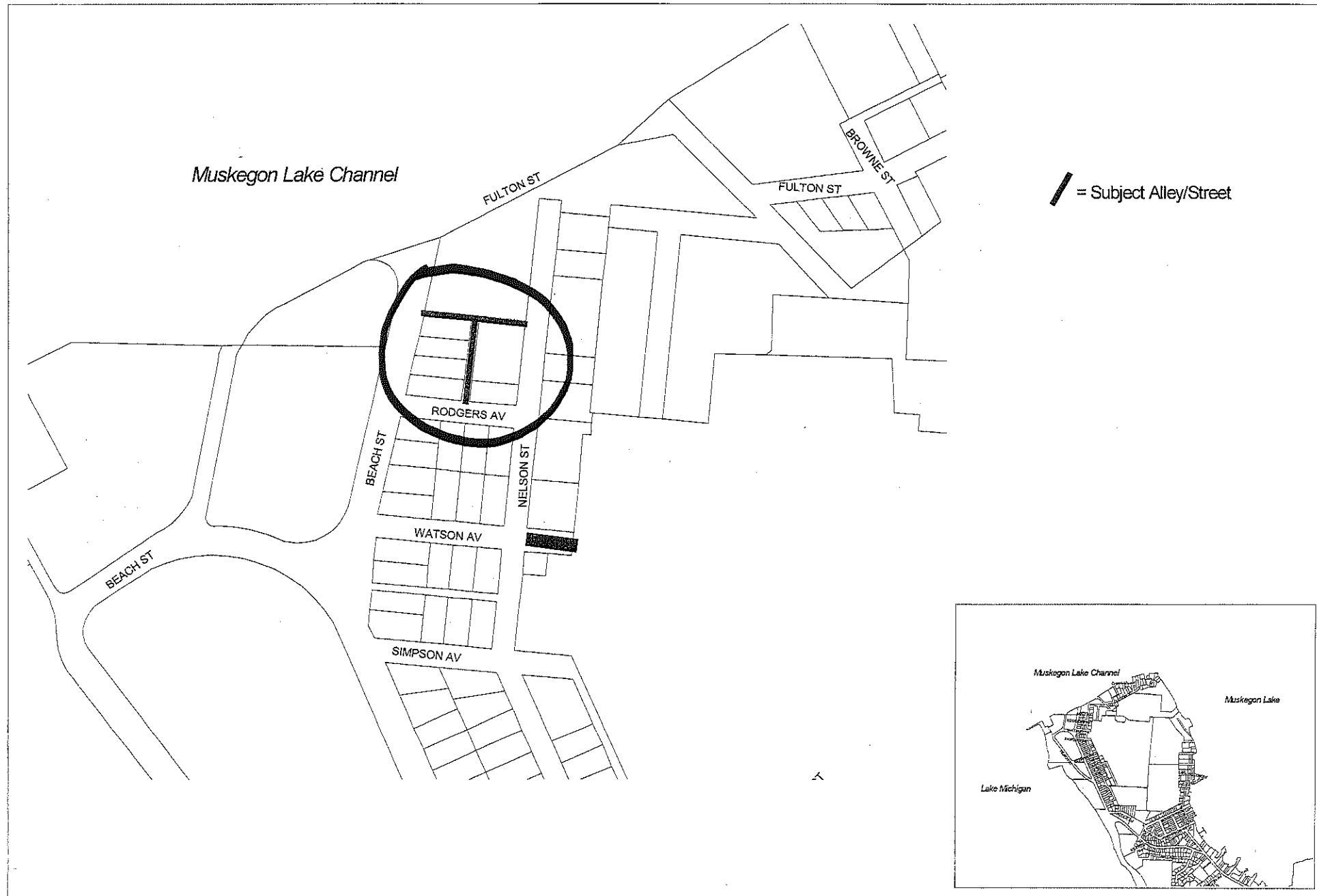
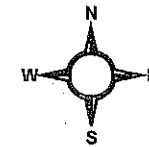
This resolution was adopted at a regular meeting of the City Commission, held on April 24, 2001. The meeting was properly held and noticed pursuant to the Open Meetings Act of the State of Michigan, Act 267 of the Public Acts of 1976.

CITY OF MUSKEGON

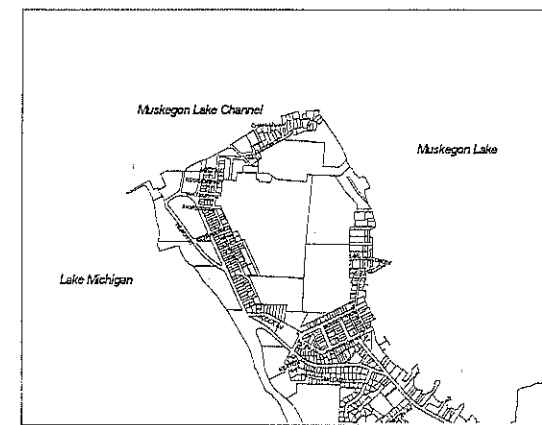
By


Gail A. Kunderinger, City Clerk

City of Muskegon
Planning Commission
Cases #2001-12 & #2001-13



 = Subject Alley/Street



400 0 400 800 Feet

AGENDA ITEM NO. _____

CITY COMMISSION MEETING 4/24/01

TO: Honorable Mayor and City Commissioners

FROM: Bryon L. Mazade, City Manager

DATE: April 16, 2001

RE: Muskegon County Gasoline Prices

SUMMARY OF REQUEST:

To approve a resolution to support Muskegon County's investigation into why gasoline prices are more expensive than those of area counties.

FINANCIAL IMPACT:

Reduction in gasoline prices could save the City significant money.

BUDGET ACTION REQUIRED:

None.

STAFF RECOMMENDATION:

To approve the attached resolution.

COMMITTEE RECOMMENDATION:

This resolution was requested by the City Commission at their meeting of April 10, 2001.

**CITY OF MUSKEGON
MUSKEGON COUNTY, MICHIGAN**

RESOLUTION NO. 2001-48(d)

A Resolution Supporting Muskegon County's Investigation
Into Gasoline Prices Compared to the Prices in Area Counties

WHEREAS, the County of Muskegon has expressed its concerns over the cost of gasoline in Muskegon County compared to gasoline prices in area counties; and

WHEREAS, the County of Muskegon has announced their intent to investigate the causes for the difference in gasoline prices; and

WHEREAS, the City of Muskegon is also concerned about the gasoline prices discrepancy.

THEREFORE, BE IT RESOLVED, that the City of Muskegon hereby supports the efforts of the County of Muskegon in investigating the gasoline prices in Muskegon County.

BE IT FURTHER RESOLVED, that the City of Muskegon supports the County of Muskegon in its efforts and ability to reduce gasoline prices in Muskegon County and generate equity with area counties.

This resolution adopted:

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

NAYS: None

CITY OF MUSKEGON

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

CERTIFICATE

STATE OF MICHIGAN
COUNTY OF MUSKEGON

I hereby certify that the foregoing is a true and complete copy of a resolution adopted at a meeting of the City Commissioners of the City of Muskegon, Michigan, held on the 24th day of April, 2001, and that the minutes of the meeting are on file in the office of the City Clerk and are available to the public. Public notice of the meeting was given pursuant to and in compliance with Act 267, Public Acts of Michigan, 1976.

Gail A. Kunderger
Gail A. Kunderger, City Clerk

Commission Meeting Date: April 24, 2001

Date: April 4, 2001
To: Honorable Mayor and City Commissioners
From: Planning & Economic Development *CBC*
RE: Condemnation of land for Lakeshore Bike Path (Waterfront Centre property)

SUMMARY OF REQUEST:

Approval of resolution to initiate eminent domain (condemnation) proceedings against Fifth/Third Bank for a parcel of land required for the construction of the Lakeshore Trail. Fifth/Third has been offered \$22,000.00 for the subject property, which was based upon an independent appraisal. The condemnation would constitute a "partial take" of the property, amounting to approximately 15,000 square feet. No response to this offer has been received from Fifth/Third Bank.

FINANCIAL IMPACT:

\$22,000.00 plus any jury verdict in excess of this amount, plus litigation costs. The funds will come from the proceeds of the sale of the Chase Hammond Golf Course.

BUDGET ACTION REQUIRED:

None.

STAFF RECOMMENDATION:

Staff recommends approval of this request and for the Mayor and Clerk to sign the Declaration of Taking and Resolution.

COMMITTEE RECOMMENDATION:

None.

March 30, 2001

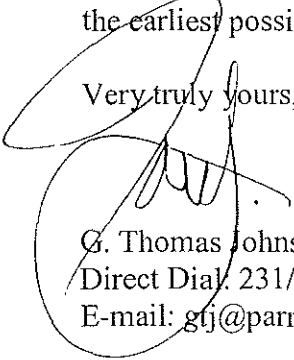
Ms. Cathy Brubaker-Clarke
City of Muskegon
P.O. Box 536
Muskegon, MI 49443-0536

Dear Cathy:

Enclosed please find the Resolution determining necessity and the Declaration of Taking for the Waterfront Center Trail Property. You will see that there are several entities shown with an interest as a result of the title work, and we are attempting to cover them all.

In this case the taxes owed on the entire property, being for two tax years, far exceed the amount of just compensation, and therefore we must figure a way for the assessor to separate out the trail property once the declaration of taking is recorded (after we start the lawsuit), so that we can obtain this property free and clear of any tax liens. That process may proceed as we go, and therefore I recommend that you present these documents for adoption by the city commission at the earliest possible time.

Very truly yours,



G. Thomas Johnson
Direct Dial: 231/722-5400
E-mail: gtj@parmenterlaw.com

GTJ:mmf

Enclosures

c: Gail A. Kunding (w/encls) ✓
Bryon Mazade (ltr only)

G. Thomas Johnson
George D. Van Epps
John M. Briggs, III
Michael L. Rolf
George W. Johnson
W. Brad Groom

John C. Schrier
Christopher L. Kelly
Linda S. Koare
Philip M. Stoffon
William J. Meier
James R. Scheuerle

Keith L. McEvoy
Anno K. Urlick
Scott R. Sewick
Jennifer L. Hylland
Jeffery A. Jacobson

Of Counsel
Thomas J. O'Toole
Eric J. Fauri

Retired
Robert L. Forsythe
Arthur M. Rude

Paul T. Sorenson, 1920-1966
George A. Parmenter, 1903-1993
Cyrus M. Poppen, 1903-1996
Harold M. Street, 1912-2000

**CITY OF MUSKEGON
MUSKEGON COUNTY, MICHIGAN**

RESOLUTION NO. 2001-48(e)

A resolution determining the necessity to acquire land for public purposes by eminent domain, for the City's non-motorized vehicle and pedestrian path adjacent to Waterfront Center.

The City Commission of the City of Muskegon hereby RESOLVES:

Recitals

1. The City of Muskegon is presently engaged in developing and acquiring a property located in Block 574 of the Revised Plat of 1903 of the City of Muskegon for the purpose of constructing a non-motorized vehicle and pedestrian path.
2. It appears that it is necessary to begin eminent domain proceedings because of the status and results of negotiations that have been carried on by the City.
3. The establishment of the said improvements at the said location will be advantageous to the development of the recreational, transportation and pedestrian needs and development of the City of Muskegon, and it is in the best interests of the City to establish the said improvements. Plans have been prepared and developed to sufficiently indicate the location of the improvements and their effect on the land to be acquired.

NOW, THEREFORE, THE CITY COMMISSION RESOLVES:

1. The City Commission hereby declares and determines that it is in the public interest and constitutes a public purpose to acquire the property set forth in Schedule A attached to this resolution for the purpose of acquiring sufficient land to construct the non-motorized vehicle and pedestrian path.
2. The City Commission further declares and determines that it is necessary to construct the said improvements in Block 574 of the Revised Plat of the City of Muskegon, and the said improvements are necessary for the use and benefit of the public.
3. It is further declared and determined that it is necessary to acquire and take the fee simple estate in real property, fully described in Schedule A, without the consent of the owners thereof, for the purpose of constructing the said improvements. The said described parcel is necessary for the use and benefit of the public and a good faith written offer to purchase said parcel has been made. The City Attorney is directed to institute condemnation proceedings against the owners and any other parties in interest in the said described parcel that has been deemed necessary for the acquisition and construction of the said improvements.

BE IT FURTHER RESOLVED that the Mayor and Clerk are authorized to execute the Declaration of Taking in the form attached to this resolution.

This resolution passed.

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

Nays None

CITY OF MUSKEGON

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

CERTIFICATE

This resolution was adopted at a meeting of the City Commission, held on April 24, 2001. The meeting was properly held and noticed pursuant to the Open Meetings Act of the State of Michigan, Act 267 of the Public Acts of 1976.

CITY OF MUSKEGON

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

SCHEDULE A

Legal Description and Map

LEGAL DESCRIPTION OF TAKING

Description of property for a proposed Bike Path across property owned by Waterfront Center. (Parcel I.D. 61-10-25-200-004)

That part of Block 574 of the Revised Plat of 1903 of the City of Muskegon, described as commencing at the Southeast corner of said Block 574; thence North 88 degrees 13 minutes 54 seconds West 270.33 feet to a point on the North right-of-way line of Western Avenue; thence North 83 degrees 55 minutes 00 seconds West along said North right-of-way line 456.97 feet; thence North 01 degree 31 minutes 44 seconds West 470.34 feet to the point of beginning; thence North 46 degrees 32 minutes 44 seconds West 257.11 feet; thence South 88 degrees 27 minutes 16 seconds West 684.39 feet; thence North 01 degrees 31 minutes 44 seconds West 16.00 feet; thence North 88 degrees 27 minutes 26 seconds East 691.04 feet; thence South 46 degrees 32 minutes 44 seconds East 247.70 feet; thence South 01 degree 31 minutes 44 seconds East 22.62 feet to the point of beginning.

SURVEY SKETCH

MUSKEGON LAKE

HARTSHORN MARINA PROPERTY
61-10-25-200-006

N88°27'28"E 691.04'

N01°31'44"W
16.00'

S84°27'18"W 884.33'

16' WIDE STRIP
FOR BIKE PATH

S38°32'44"E 247.70'
N45°32'44"W 257.11'

N01°31'44"W
22.52'

P.O.B.

WATERFRONT CENTER PROPERTY
61-10-25-200-004

N01°31'44"W 470.34'

WEST MICHIGAN STEEL PROPERTY
61-10-25-200-001

CSX RAILROAD R/W

WESTERN AVE.

FRANKLIN ST.

City of Muskegon
Muskegon County, Michigan

DECLARATION OF TAKING

2001-48(e)

WATERFRONT CENTER TRAIL PROPERTY

Land located in Block 574 City of Muskegon.

A statement of necessity has been made by the City Commission of the City of Muskegon setting forth that the construction of a non-motorized vehicle and pedestrian path is necessary. As a result, it is necessary to acquire certain property for said purpose, and a good faith written offer to purchase said parcels of property has heretofore been made.

Therefore, by virtue of the authority vested in the City of Muskegon by the Home Rule Act of the State of Michigan, MCL 117.4e, and the laws and constitution of the State, and pursuant to 1980 PA 87, MCLA 213.51, MSA 8.265(1), it is now declared that by the filing of the Complaint and this Declaration in the Circuit Court for the County of Muskegon, title to the property hereinafter described is taken in the name of the City of Muskegon for the purpose of constructing a non-motorized vehicle and pedestrian path.

A description of the property taken sufficient for its identification, the names of the persons interested in said property so far as known, a statement of the estate or interest being taken, and statement of the sum of money estimated by complainant to be just compensation for the part to be taken is as follows:

Legal Description

See attached Schedule A

Estate to be acquired: Fee Simple

Owner and other persons interested in the property:

Fifth Third Bank, f/k/a AmeriBank, a Michigan corporation
AmeriBank, a Michigan corporation
United Riggers & Erectors Co., Inc., a Michigan corporation
Asphalt Paving, Inc.
Verplank Trucking Co., a Michigan corporation
DePree Electric Co., a Michigan corporation

Estimated Just Compensation: \$22,000.00

Dated: April 24, 2001

CITY OF MUSKEGON

By Fred J. Nielsen
Fred J. Nielsen, Mayor

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

SCHEDULE A

Legal Description and Map

LEGAL DESCRIPTION OF TAKING

Description of property for a proposed Bike Path across property owned by Waterfront Center. (Parcel I.D. 61-10-25-200-004)

That part of Block 574 of the Revised Plat of 1903 of the City of Muskegon, described as commencing at the Southeast corner of said Block 574; thence North 88 degrees 13 minutes 54 seconds West 270.33 feet to a point on the North right-of-way line of Western Avenue; thence North 83 degrees 55 minutes 00 seconds West along said North right-of-way line 456.97 feet; thence North 01 degree 31 minutes 44 seconds West 470.34 feet to the point of beginning; thence North 46 degrees 32 minutes 44 seconds West 257.11 feet; thence South 88 degrees 27 minutes 16 seconds West 684.39 feet; thence North 01 degrees 31 minutes 44 seconds West 16.00 feet; thence North 88 degrees 27 minutes 26 seconds East 691.04 feet; thence South 46 degrees 32 minutes 44 seconds East 247.70 feet; thence South 01 degree 31 minutes 44 seconds East 22.62 feet to the point of beginning.

SURVEY SKETCH

MUSKEGON LAKE

HARTSHORN MARINA PROPERTY
61-10-25-200-006

N01°31'44"W
15.00'

N88°27'26"E 691.04'

S88°27'16"W 684.38'

16' WIDE STRIP
FOR BIKE PATH

N01°31'44"W
22.62'
P.O.B.

S46°32'44"E 247.70'
N46°32'44"W 257.11'

WATERFRONT CENTER PROPERTY
61-10-25-200-004

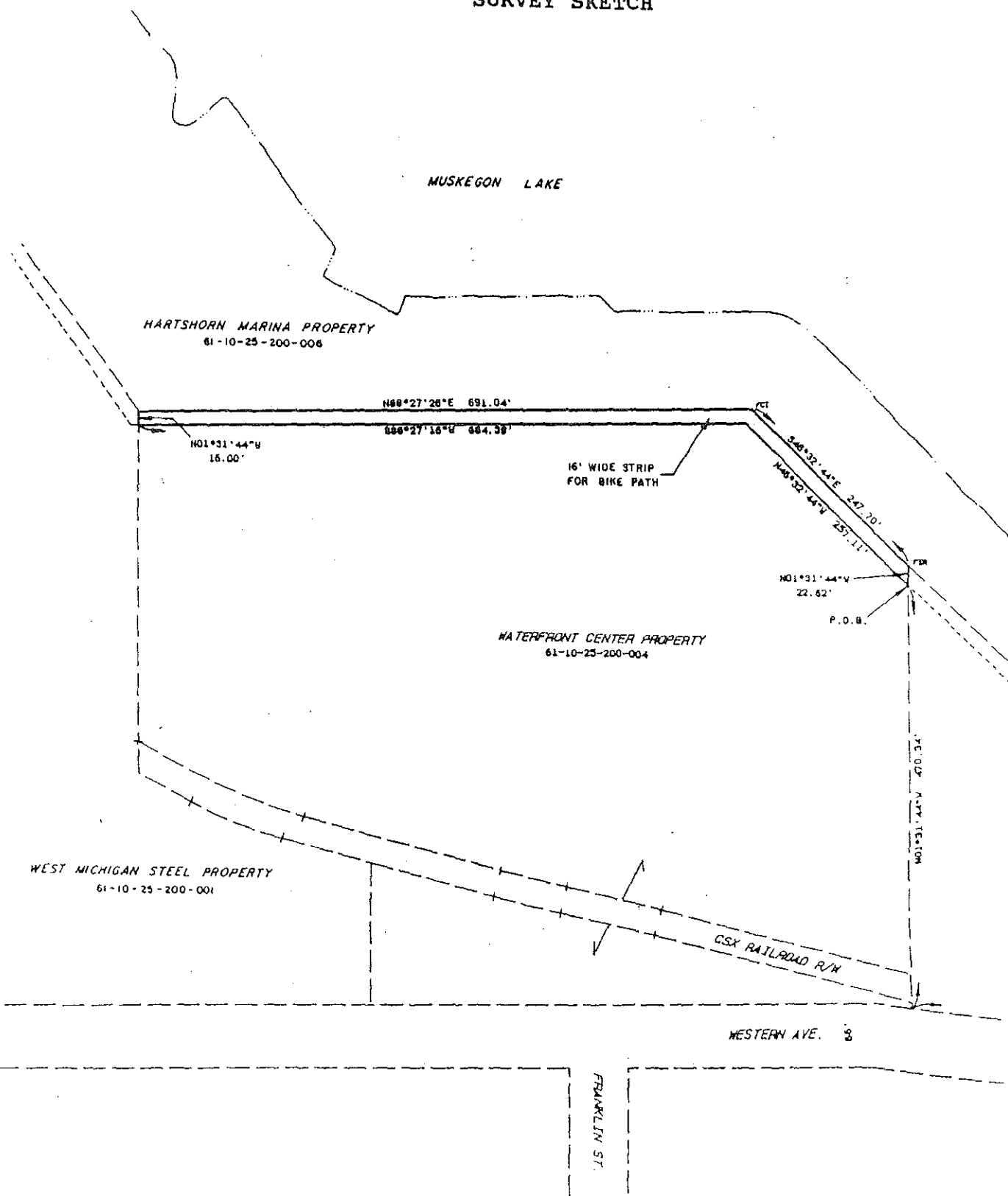
73.02' A.Y. LOCATION

WEST MICHIGAN STEEL PROPERTY
61-10-25-200-001

CSX RAILROAD R/W

WESTERN AVE. 26

FRANKLIN ST.



August 6, 2001

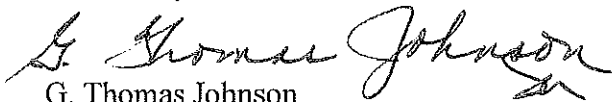
Ms. Ms. Gail A. Kunderger
City Clerk
City Hall
Muskegon, MI

Re: City of Muskegon v Fifth Third Bank, et al
Case No. 01-40889-CC

Dear Gail:

Enclosed for the City's files is the recorded original of my Affidavit dated July 26, 2001, with regard to the captioned matter.

Yours truly,



G. Thomas Johnson
Direct Dial: 231.722-5400
Fax: 231.728-2206
Internet Address: gtj@parmenterlaw.com

GTJ/mh

Enclosure

cc: Mr. Richard L. Scott
Mr. J. Scott Timmer

G. Thomas Johnson
George D. Van Epps
John M. Briggs, III
Michael L. Rolf
George W. Johnson
W. Brad Groom

John C. Schrier
Christopher L. Kelly
Linda S. Kaare
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Of Counsel
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Robert L. Forsythe
Arthur M. Rude

Paul T. Sorenson, 1920-1966
George A. Parmenter, 1903-1993
Cyrus M. Poppen, 1903-1996
Harold M. Street, 1912-2000

STATE OF MICHIGAN
COUNTY OF MUSKEGON
RECEIVED FOR RECORD

STATE OF MICHIGAN

2001 JUL 27 PM 3:52

IN THE CIRCUIT COURT FOR THE COUNTY OF MUSKEGON

Mark F. Fairchild
REGISTER OF DEEDS

In the Matter of the Complaint and Petition by the City of
Muskegon to Condemn private property for public
purposes in the County of Muskegon, Michigan

CITY OF MUSKEGON,
a Michigan Municipal Corporation,

File No. 01 - 40889-CC

Plaintiff,

Hon. James M. Graves, Jr.
Circuit Judge

v.

FIFTH THIRD BANK, f/k/a AMERIBANK,
AMERIBANK, a Michigan Corporation,
UNITED RIGGERS & ERECTORS CO.,
VERPLANK TRUCKING CO., ASPHALT
PAVING, INC., DEPREE ELECTRIC CO.,
all Michigan corporations

I HEREBY CERTIFY this to be a true
and correct copy of the original on file
with the office of COUNTY CLERK.
This Certified Copy VALID
Only When SEAL and RED
SIGNATURE Are Affixed.

Susan R. Doriot
MUSKEGON COUNTY CLERK

Defendants.

Attorneys for Plaintiff
G. Thomas Johnson (P-15523)
Parmenter O'Toole
175 W. Apple Avenue
P.O. Box 786
Muskegon, MI 49443-0786
Telephone: 231/722-1621

Attorneys for Defendant
Great Lakes Dock & Materials, LLC
J. Scott Timmer (P-31855)
Lague, Newman & Irish
600 Terrace Plaza
P. O. Box 389
Muskegon, MI 49443-0389
Telephone: 231/725-8148

AFFIDAVIT OF G. THOMAS JOHNSON

STATE OF MICHIGAN
COUNTY OF MUSKEGON

I, G. Thomas Johnson, of the Law Firm of Parmenter O'Toole, attorneys for Plaintiff,
City of Muskegon, state that:

1. Resolution 2001-48(e), determining the necessity to acquire land for public purposes by eminent domain for the City of Muskegon's non-motorized vehicle and pedestrian path adjacent to Waterfront Center was adopted by the City Commission on April 24, 2001, and is attached hereto as Exhibit A.

2. A Declaration of Taking, whereby the City of Muskegon acquired the land necessary for said non-motorized vehicle and pedestrian path, was also adopted and approved by the City Commission on April 24, 2001, and is attached hereto as Exhibit B. It covers the following described premises:

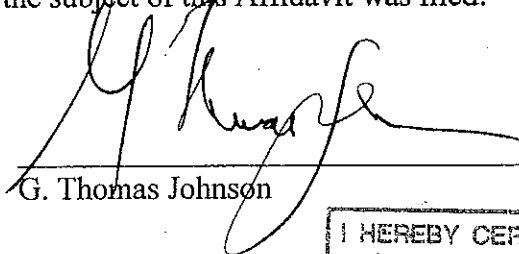
That part of Block 574 of the Revised Plat of 1903 of the City of Muskegon, described as commencing at the Southeast corner of said Block 574, thence North 88 degrees 13 minutes 54 seconds West 270.33 feet to a point on the North right-of-way line of Western Avenue; thence North 83 degrees 55 minutes 00 seconds West along said North right-of-way line 456.97 feet; thence North 01 degrees 31 minutes 44 seconds West 470.34 feet to the point of beginning; thence North 46 degrees 32 minutes 44 seconds West 257.11 feet; thence South 88 degrees 27 minutes 16 seconds West 684.39 feet; thence North 01 degrees 31 minutes 44 seconds West 16.00 feet; thence North 88 degrees 27 minutes 26 seconds East 691.04 feet; thence South 46 degrees 32 minutes 44 seconds East 247.70 feet; thence South 01 degrees 31 minutes 44 seconds East 22.62 feet to the point of beginning, City of Muskegon, Muskegon County, Michigan. (Parcel I.D. 61-10-25-200-004)

3. On June 1, 2001, a Complaint was filed with the Muskegon County Circuit Court (Case No. 01-40889-CC) for the condemnation and taking of the land described in the attached Exhibit B.

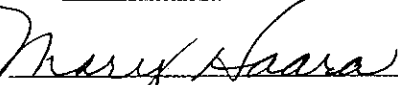
4. Attached as Exhibit C is a copy of the Summons issued in the captioned matter on June 1, 2001.

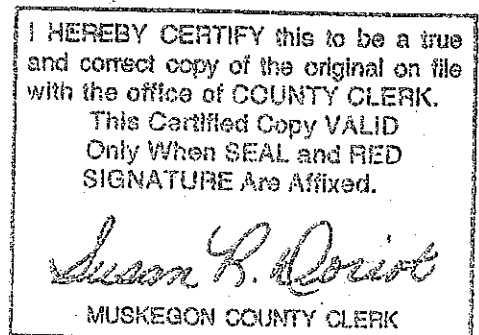
5. The title of the said land, taken by the City, passed to the City of Muskegon on June 1, 2001, the date that the suit which is the subject of this Affidavit was filed.

Further, affiant saith not.


G. Thomas Johnson

Subscribed and sworn to before me
this 26th day of July, 2001.


Mary Haara, Notary Public, Muskegon Co., MI
My commission expires: 09/23/03



CITY OF MUSKEGON
MUSKEGON COUNTY, MICHIGAN

RESOLUTION NO. 2001-48(e)

A resolution determining the necessity to acquire land for public purposes by eminent domain, for the City's non-motorized vehicle and pedestrian path adjacent to Waterfront Center.

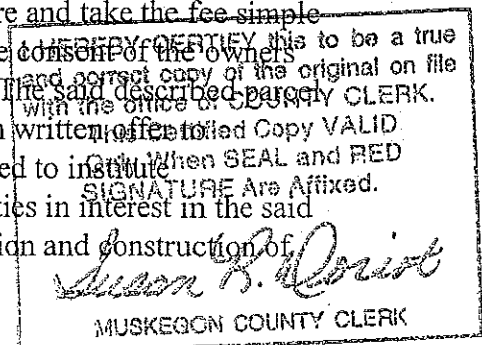
The City Commission of the City of Muskegon hereby RESOLVES:

Recitals

1. The City of Muskegon is presently engaged in developing and acquiring a property located in Block 574 of the Revised Plat of 1903 of the City of Muskegon for the purpose of constructing a non-motorized vehicle and pedestrian path.
2. It appears that it is necessary to begin eminent domain proceedings because of the status and results of negotiations that have been carried on by the City.
3. The establishment of the said improvements at the said location will be advantageous to the development of the recreational, transportation and pedestrian needs and development of the City of Muskegon, and it is in the best interests of the City to establish the said improvements. Plans have been prepared and developed to sufficiently indicate the location of the improvements and their effect on the land to be acquired.

NOW, THEREFORE, THE CITY COMMISSION RESOLVES:

1. The City Commission hereby declares and determines that it is in the public interest and constitutes a public purpose to acquire the property set forth in Schedule A attached to this resolution for the purpose of acquiring sufficient land to construct the non-motorized vehicle and pedestrian path.
2. The City Commission further declares and determines that it is necessary to construct the said improvements in Block 574 of the Revised Plat of the City of Muskegon, and the said improvements are necessary for the use and benefit of the public.
3. It is further declared and determined that it is necessary to acquire and take the fee simple estate in real property, fully described in Schedule A, without the consent of the owners thereof, for the purpose of constructing the said improvements. The said described parcel is necessary for the use and benefit of the public and a good faith written offer to purchase said parcel has been made. The City Attorney is directed to institute condemnation proceedings against the owners and any other parties in interest in the said described parcel that has been deemed necessary for the acquisition and construction of the said improvements.



BE IT FURTHER RESOLVED that the Mayor and Clerk are authorized to execute the Declaration of Taking in the form attached to this resolution.

This resolution passed.

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

Nays None

CITY OF MUSKEGON

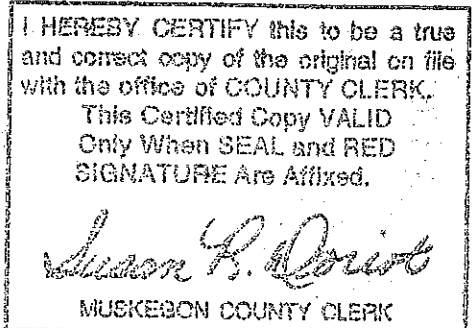
By Gail A. Kunderger
Gail A. Kunderger, City Clerk

CERTIFICATE

This resolution was adopted at a meeting of the City Commission, held on April 24, 2001. The meeting was properly held and noticed pursuant to the Open Meetings Act of the State of Michigan, Act 267 of the Public Acts of 1976.

CITY OF MUSKEGON

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



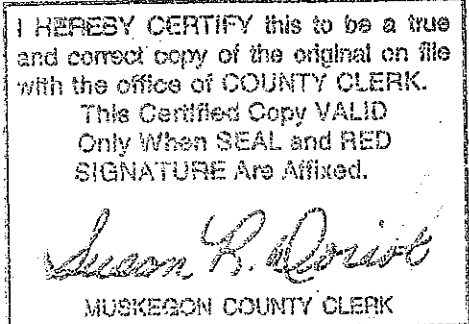
SCHEDULE A

Legal Description and Map

Description of property for a proposed Bike Path across property owned by Waterfront Center. (Parcel I.D. 61-10-25-200-004)

That part of Block 574 of the Revised Plat of 1903 of the City of Muskegon, described as commencing at the Southeast corner of said Block 574; thence North 88 degrees 13 minutes 54 seconds West 270.33 feet to a point on the North right-of-way line of Western Avenue; thence North 83 degrees 55 minutes 00 seconds West along said North right-of-way line 456.97 feet; thence North 01 degree 31 minutes 44 seconds West 470.34 feet to the point of beginning; thence North 46 degrees 32 minutes 44 seconds West 257.11 feet; thence South 88 degrees 27 minutes 16 seconds West 684.39 feet; thence North 01 degrees 31 minutes 44 seconds West 16.00 feet; thence North 88 degrees 27 minutes 26 seconds East 691.04 feet; thence South 46 degrees 32 minutes 44 seconds East 247.70 feet; thence South 01 degree 31 minutes 44 seconds East 22.62 feet to the point of beginning.

ILLEGIBILITY DUE
TO POOR ORIGINAL



SURVEY SKETCH

MUSKEGON LAKE

HARTSHORN MARINA PROPERTY
61-10-25-200-006

N01°31'44"W
16.00'

N89°27'28"E 691.04'

S89°27'16"W 684.55'

16' WIDE STRIP
FOR BIKE PATH

N01°31'44"W
22.62'

P.O.B.

WATERFRONT CENTER PROPERTY
61-10-25-200-004

WEST MICHIGAN STEEL PROPERTY
61-10-25-200-001

CSX RAILROAD R/W

WESTERN AVE. 3

FRANKLIN ST.

I HEREBY CERTIFY this to be a true
and correct copy of the original on file
with the office of COUNTY CLERK.
This Certified Copy VALID
Only When SEAL and RED
SIGNATURE Are Affixed.

Susan R. Doriot
MUSKEGON COUNTY CLERK

City of Muskegon
Muskegon County, Michigan

DECLARATION OF TAKING
2001-48(e)
WATERFRONT CENTER TRAIL PROPERTY

Land located in Block 574 City of Muskegon.

A statement of necessity has been made by the City Commission of the City of Muskegon setting forth that the construction of a non-motorized vehicle and pedestrian path is necessary. As a result, it is necessary to acquire certain property for said purpose, and a good faith written offer to purchase said parcels of property has heretofore been made.

Therefore, by virtue of the authority vested in the City of Muskegon by the Home Rule Act of the State of Michigan, MCL 117.4e, and the laws and constitution of the State, and pursuant to 1980 PA 87, MCLA 213.51, MSA 8.265(1), it is now declared that by the filing of the Complaint and this Declaration in the Circuit Court for the County of Muskegon, title to the property hereinafter described is taken in the name of the City of Muskegon for the purpose of constructing a non-motorized vehicle and pedestrian path.

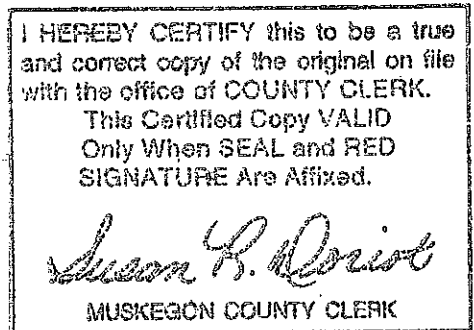
A description of the property taken sufficient for its identification, the names of the persons interested in said property so far as known, a statement of the estate or interest being taken, and statement of the sum of money estimated by complainant to be just compensation for the part to be taken is as follows:

Legal Description
See attached Schedule A

Estate to be acquired: Fee Simple

Owner and other persons interested in the property:

Fifth Third Bank, f/k/a AmeriBank, a Michigan corporation
AmeriBank, a Michigan corporation
United Riggers & Erectors Co., Inc., a Michigan corporation
Asphalt Paving, Inc.
Verplank Trucking Co., a Michigan corporation
DePree Electric Co., a Michigan corporation



Estimated Just Compensation: \$22,000.00

Dated: April 24, 2001

CITY OF MUSKEGON

By Fred J. Nielsen
Fred J. Nielsen, Mayor

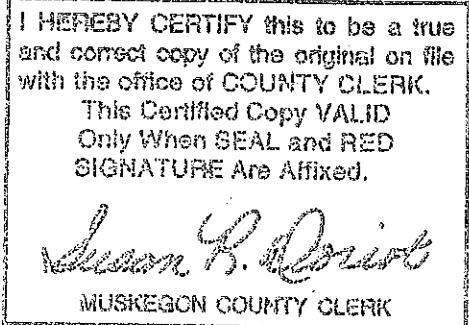
And Gail A. Kunderger
Gail A. Kunderger, City Clerk

CERTIFICATION
2001-48(e)

Attached is a true copy of the Declaration of Taking that was adopted at a regular meeting of the City Commission, held on April 24, 2001. The meeting was properly held and noticed pursuant to the Open Meetings Act of the State of Michigan, Act 267 of the Public Acts of 1976.

CITY OF MUSKEGON

By Gail A. Kunding
Gail A. Kunding, City Clerk



SCHEDULE A

Legal Description and Map

Description of property for a proposed Bike Path across property owned by Waterfront Center. (Parcel I.D. 61-10-25-200-004)

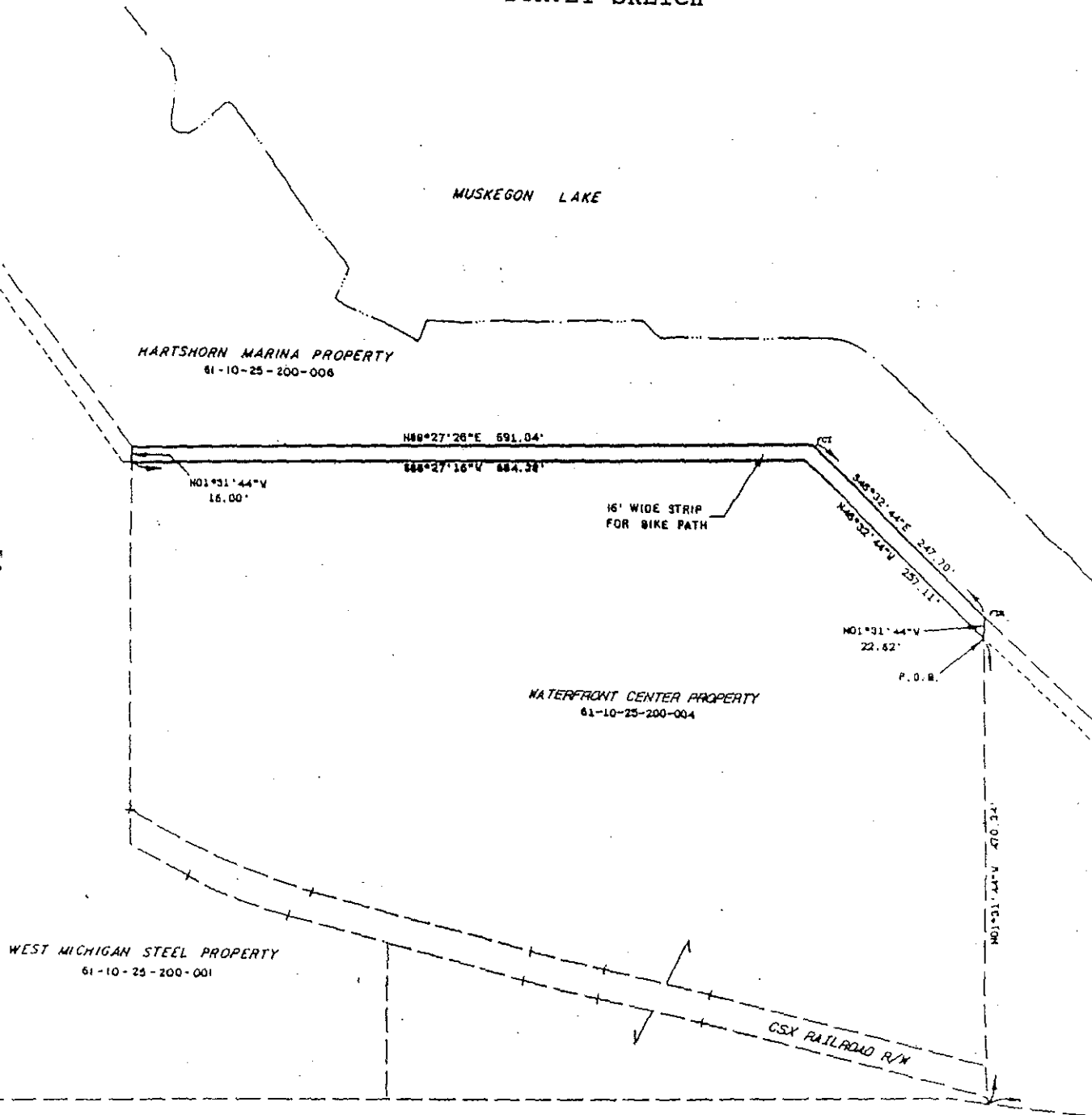
That part of Block 574 of the Revised Plat of 1903 of the City of Muskegon, described as commencing at the Southeast corner of said Block 574; thence North 88 degrees 13 minutes 54 seconds West 270.33 feet to a point on the North right-of-way line of Western Avenue; thence North 83 degrees 55 minutes 00 seconds West along said North right-of-way line 456.97 feet; thence North 01 degree 31 minutes 44 seconds West 470.34 feet to the point of beginning; thence North 46 degrees 32 minutes 44 seconds West 257.11 feet; thence South 88 degrees 27 minutes 16 seconds West 684.39 feet; thence North 01 degrees 31 minutes 44 seconds West 16.00 feet; thence North 88 degrees 27 minutes 26 seconds East 691.04 feet; thence South 46 degrees 32 minutes 44 seconds East 247.70 feet; thence South 01 degree 31 minutes 44 seconds East 22.62 feet to the point of beginning.

ILLEGIBILITY DUE
TO POOR ORIGINAL

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SIGNATURE Are Affixed.

Lillian B. Doriot
MUSKEGON COUNTY CLERK

SURVEY SKETCH



I HEREBY CERTIFY this to be a true and correct copy of the original on file with the office of COUNTY CLERK. This Certified Copy VALID Only When SEAL and RED SIGNATURE Are Affixed.

Susan R. Doriot
MUSKEGON COUNTY CLERK

Original - Court
1st copy - Defendant2nd copy - Plaintiff
3rd copy - ReturnSTATE OF MICHIGAN
JUDICIAL DISTRICT
14TH JUDICIAL CIRCUIT
COUNTY PROBATE

SUMMONS AND COMPLAINT

CASE NO.

01-40889 -cc

Court address 990 Terrace St., Muskegon, MI 49442

Court telephone no.
(231) 724-6333

Plaintiff name(s), address(es), and telephone no(s).

CITY OF MUSKEGON,
Michigan Municipal Corporation,

Plaintiff attorney, bar no., address, and telephone no.

Thomas Johnson (P15523)
Carpenter O'Toole
75 W. Apple Ave.
Muskegon, MI 49443-0786
(231) 722-1621

Defendant name(s), address(es), and telephone no(s).

FIFTH THIRD BANK, f/k/a AMERIBANK,
AMERIBANK, UNITED RIGGERS &
ERECTORS CO., VERPLANK TRUCKING
CO., ASPHALT PAVING, INC., and DE
PREE ELECTRIC CO., all Michigan
Corporations,

Serve On:

Fifth Third Bank

THIS CASE ASSIGNED TO
JUDGE WILLIAM C. MARIETTI**SUMMONS NOTICE TO THE DEFENDANT:** In the name of the people of the State of Michigan you are notified:

You are being sued.

YOU HAVE 21 DAYS after receiving this summons to file an answer with the court and serve a copy on the other party or to take other lawful action (28 days if you were served by mail or you were served outside this state).

If you do not answer or take other action within the time allowed, judgment may be entered against you for the relief demanded in the complaint.

Issued

6-1-01

This summons expires

8-31-01

Court clerk

Susan R. Davis

This summons is invalid unless served on or before its expiration date.

COMPLAINT Instruction: The following is information that is required to be in the caption of every complaint and is to be completed by the plaintiff. Actual allegations and the claim for relief must be stated on additional complaint pages and attached to this form.**Family Division Cases**

There is no other pending or resolved action within the jurisdiction of the family division of circuit court involving the family or family members of the parties.

An action within the jurisdiction of the family division of the circuit court involving the family or family members of the parties has been previously filed in _____ Court.

The action ☐ remains ☐ is no longer pending. The docket number and the judge assigned to the action are:

Docket no.

Judge

Bar no.

General Civil Cases

There is no other pending or resolved civil action arising out of the same transaction or occurrence as alleged in the complaint/

A civil action between these parties or other parties arising out of the transaction or occurrence alleged in the complaint has been previously filed in _____ Court.

The action ☐ remains ☐ is no longer pending. The docket number and the judge assigned to the action are:

Docket no.

Judge

Bar no.

NOTE

Plaintiff(s) residence (include city, township, or village)

Muskegon County, Michigan

Place where action arose or business conducted

Muskegon County, Michigan

Defendant(s) residence (include city, township, or village)

Ottawa County, Michigan

I declare that the complaint information above and attached is true to the best of my information, knowledge, and belief.

6-1-01

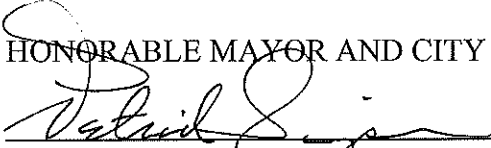
Signature of attorney/plaintiff G. Thomas Johnson (P15523)

If you require special accommodations to use the court because of disabilities, contact the court immediately to make arrangements.

AGENDA ITEM NO. _____

CITY COMMISSION MEETING _____

TO: HONORABLE MAYOR AND CITY COMMISSION

FROM: 
Patrick Simpson, Fire Chief

DATE: April 18, 2001

SUBJ: **Request for Permission to Apply for 2 FEMA Grants for Fire Protection**

SUMMARY OF REQUEST:

The Fire Department is requesting City Commission permission to apply for 2 FEMA grants for fire protection for the City of Muskegon

FINANCIAL IMPACT:

\$70,000 from Public Improvement Fund

BUDGET ACTION REQUIRED:

STAFF RECOMMENDATION

Staff recommends approval of grant applications to FEMA for a fire training tower and rescue boat.

COMMITTEE RECOMMENDATION:

April 18, 2001

Honorable Mayor and City Commission
Through the City Manager

Dear Mayor and Commissioners:

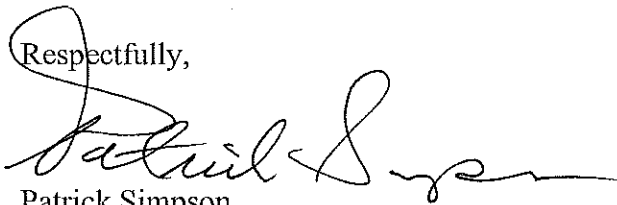
I am requesting permission to apply for 2 FEMA grants for fire protection for the City of Muskegon.

The first application is for \$500,000 for a four-story fire training and burn tower. This tower would provide firefighters the ability to train using live burns, do high angle rescue work, and practice various training evolutions in a fully certified structure.

The second application is for \$200,000 for a Zodiac 25' rescue boat with fire pump and jet drive. This boat will permit firefighters to handle shipboard fires and rescue and dive platform functions in drowning and near drowning emergencies.

In each grant our cost would be 10% of the total grant, or \$50,000 for the tower and \$20,000 for the rescue boat.

Respectfully,

A handwritten signature in black ink, appearing to read "Patrick Simpson", written over the word "Respectfully,".

Patrick Simpson
Fire Chief