# CITY OF MUSKEGON

## CITY COMMISSION MEETING

### FEBRUARY 13, 2001

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

## AGENDA

- **CALL TO ORDER:**
- **PRAYER:**
- **PLEDGE OF ALLEGIANCE:**
- **ROLL CALL:**
- **HONORS AND AWARDS:**

  a. **National Night Out Against Crime Award.** COMMUNITY RELATIONS COMMITTEE

  b. **Resolution recognizing February as Black History Month.** COMMUNITY RELATIONS COMMITTEE

- **CONSENT AGENDA:**

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

  b. **Request for Recognition as Non Profit Organization.** CITY CLERK

  c. **Vending Contract for Parks.** LEISURE SERVICES

  d. **2001 72" Riding Lawn Mower Bids.** LEISURE SERVICES

  e. **2001 Turf Truck Bids.** LEISURE SERVICES

  f. **2001 Dumpster Bids.** LEISURE SERVICES

  g. **Brownfield Consulting Contract with Ann Couture.** PLANNING & ECONOMIC DEVELOPMENT

  h. **Consideration of Bids for Police Department Parking Lot.** ENGINEERING

  i. **City MDOT Agreement for Deck overlay @ Marquette over US31.** ENGINEERING

- **PUBLIC HEARINGS:**

  a. **Receipt of 2001 - 2002 CDBG and HOME Proposals.** COMMUNITY & NEIGHBORHOOD SERVICES

b. **<u>Special Assessment District Sixth Street.</u>** ENGINEERING

c. **<u>Special Assessment District Windsor Avenue.</u>** ENGINEERING

- **COMMUNICATIONS:**
- **CITY MANAGER'S REPORT:** Introduce new Civil Service Director.
- **UNFINISHED BUSINESS:**

a. **<u>Indian Cemetery Charter Park.</u>** LEISURE SERVICES

- **NEW BUSINESS:**

a. **<u>Summer Celebration Request.</u>** LEISURE SERVICES

b. **<u>Park Designation Policy.</u>** LEISURE SERVICES

c. **<u>District Library Resolution.</u>** CITY MANAGER

d. **<u>Write off of Uncollectible Accounts Receivable.</u>** TREASURER

e. **<u>Consideration of Proposals for Engineering Services on Lakefront Property.</u>** ENGINEERING

f. **<u>Elevator Shaft Replacement.</u>** ENGINEERING

g. **<u>Consideration of Bids for RR Removal.</u>** ENGINEERING

h. **<u>Demolition of existing structure at 1706 Jarman and the construction of a single family unit in replacement.</u>** COMMUNITY & NEIGHBORHOOD SERVICES

i. **<u>Final Amendments to 2000 Budget.</u>** FINANCE

j. **<u>Purchase of 420 West Delano, Seaway Industrial Park.</u>** PLANNING & ECONOMIC DEVELOPMENT

k. **<u>Purchase of Hackley Avenue Property, Seaway Industrial Park.</u>** PLANNING & ECONOMIC DEVELOPMENT

- **ANY OTHER BUSINESS:**
- **PUBLIC PARTICIPATION:**

> ***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.)

- **CLOSED SESSION:** Collective Bargaining.
- **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.

**AGENDA ITEM**

**CITY COMMISSION MEETING February 5, 2001**

**TO:** HONORABLE MAYOR AND CITY COMMISSIONERS

**FROM:** Community Relations Committee

**DATE:** February 5, 2001

**RE:** National Night Out Against Crime Award

## SUMMARY OF REQUEST

The City of Muskegon, through the efforts of our Neighborhood Associations, has once again received a National Night Out Against Crime Award. This award belongs not only to the City and the Police Department, but also to the neighborhoods who put in the hard work and held the special events. Consumers Energy also partnered with us to make the effort possible.

Muskegon was in the top 200 of 9,620 communities that participated and we were in the top 50 in our population category. There were only 3 sites in our population category in Michigan that received awards (Muskegon, Pontiac and Marquette County).

- Consumers Energy will be presented with a resolution for their assistance in making our National Night Out successful. Bill Johanson, the Area Manager for Consumers will accept.
- All neighborhood associations were invited, as well, and they are to be presented with certificates noting their efforts, cooperation and involvement.
- The actual National Night Out Award that the City received will be presented to the Police Department – Chief Kleibecker, Mark Lewis and possibly Denny Powers will accept. (The Mayor and Commission will need to determine who will make this presentation.)

## FINANCIAL IMPACT

None

## BUDGET ACTION REQUIRED

None

## STAFF RECOMMENDATION

Approval

**AGENDA ITEM**

**CITY COMMISSION MEETING February 5, 2001**

**TO:** HONORABLE MAYOR AND CITY COMMISSIONERS

**FROM:** Community Relations Committee

**DATE:** February 7, 2001

**RE:** Resolution Recognizing February as Black History Month

## SUMMARY OF REQUEST

A resolution was requested and approved by the Community Relations Committee recognizing February as Black History Month.

## FINANCIAL IMPACT

None

## BUDGET ACTION REQUIRED

None

## STAFF RECOMMENDATION

Approval

**Date:** **February 13, 2001**

**To:** **Honorable Mayor and City Commissioners**

**From:** **Gail A. Kundinger, City Clerk**

**RE:** **Approval of Minutes**

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SUMMARY OF REQUEST: To approve the minutes of the Regular Commission Meeting that was held on Tuesday, January 23, 2001.

FINANCIAL IMPACT: None.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: Approval of the minutes.

# CITY OF MUSKEGON

## CITY COMMISSION MEETING

### FEBRUARY 13, 2001

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

## MINUTES

The Regular Commission Meeting of the City of Muskegon was held at City Hall, 933 Terrace Street, Muskegon, Michigan at 5:30 p.m., Tuesday, February 13, 2001.

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

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

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

**2001-12 HONORS AND AWARDS:**

a. **National Night Out Against Crime Award.** COMMUNITY RELATIONS COMMITTEE

SUMMARY OF REQUEST: The City of Muskegon, through the efforts of our Neighborhood Associations, has once again received a National Night Out Against Crime Award. This award belongs not only to the City and the Police Department, but also to the neighborhoods who put in the hard work and held the special events. Consumer's Energy also partnered with us to make the effort possible.

Commissioner Benedict presented the award to Chief Kleibecker, Denny Powers presented certificates to the neighborhoods, and Mayor Nielsen presented a resolution to Bill Johanson, the area manager for Consumer's.

b. **Resolution recognizing February as Black History Month.** COMMUNITY RELATIONS COMMITTEE

SUMMARY OF REQUEST: A resolution was requested and approved by the Community Relations Committee recognizing February as Black History Month.

Commissioner Spataro presented the resolution to Commissioner Shepherd.

**2001-13 CONSENT AGENDA:** Items listed under the Consent Agenda have been considered to be routine in nature and will be enacted in one motion. No separate discussion will be held on these items. If discussion of an item is required, it will be removed from the Consent

Agenda and be considered separately.

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

SUMMARY OF REQUEST: To approve the minutes of the Regular Commission Meeting that was held on Tuesday, January 23, 2001.

FINANCIAL IMPACT: None.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: Approval of the minutes.

b. **Request for Recognition as Non Profit Organization.** CITY CLERK

SUMMARY OF REQUEST: Hospice of Muskegon-Oceana is requesting a resolution recognizing them as a non-profit organization operating in the City for the purpose of obtaining a gaming license.

FINANCIAL IMPACT: None.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: None.

d. **2001 72' Riding Lawn Mower Bids.** LEISURE SERVICES

SUMMARY OF REQUEST: To purchase 72' riding lawn mower from Spartan Distributors.

FINANCIAL IMPACT: $13,022, including a trade-in of an 11-year-old mower.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: Approve.

e. **2001 Turf Truck Bids.** LEISURE SERVICES

SUMMARY OF REQUEST: To purchase a 4 x 4-turf truck from Spartan Distributors.

FINANCIAL IMPACT: $14,329.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: Approve.

f. **2001 Dumpster Bids.** LEISURE SERVICES

SUMMARY OF REQUEST: To award the contract to provide dumpsters to various city parks to Sunset Waste Services.

FINANCIAL IMPACT: Approximately $8,092.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: Approve.

g. **Brownfield Consulting Contract with Ann Couture.** PLANNING & ECONOMIC DEVELOPMENT

SUMMARY OF REQUEST: The City of Muskegon has been contracting with Anne Couture, of Couture Environmental Strategies LLC, during the last three years, to assist us with our Brownfield activities. She has excellent contacts at the Department of Environmental Quality, since she worked there several years ago. Therefore, her assistance is important in moving forward on the technical aspects of our Brownfield Authority. Not only does Ms. Couture work closely with our City Staff, but we also refer potential Brownfield applicants to her. In the future, Brownfield applicants will be paying a fee, which will help defray the costs of the contract. Funds for Ms. Couture's current contract have been expended. Therefore, the Commission is asked to approve the current proposal from Ms. Couture.

FINANCIAL IMPACT: Costs to the City will not exceed $10,000. It is expected that this amount will allow for at least a year of services (perhaps longer, if we have several brownfield applicants).

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: To approve the proposal between the City of Muskegon and Couture Environmental Strategies LLC, and authorize the Mayor and Clerk to sign the proposal.

**h. Consideration of Bids for Police Department Parking Lot.** ENGINEERING

SUMMARY OF REQUEST: The contract for Milling and Resurfacing the Police Department's Parking Lot be awarded to Key Construction, Inc. out of Comstock Park. Key Construction was the lowest responsible bidder with a bid price of $17,759.90.

FINANCIAL IMPACT: The construction cost of $17,759.90 plus related engineering expenses.

BUDGET ACTION REQUIRED: None, this project is in the 2001 budget.

STAFF RECOMMENDATION: Award the contract to Key Construction.

**Motion by Commissioner Schweifler, second by Commissioner Shepherd to approve the consent agenda with the exception of item c and i.**

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

**Nays: None**

**ADOPTED**

**2001-14 ITEMS REMOVED FROM THE CONSENT AGENDA:**

**c. Vending Contract for Parks.** LEISURE SERVICES

SUMMARY OF REQUEST: To approve a three-year contract with Coca-Cola for providing vending machines within City parks.

FINANCIAL IMPACT: Approximately $7,000 (income).

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: Approve.

**Motion by Vice-Mayor Sieradzki, second by Commissioner Aslakson to approve the**

**three-year contract with Coca-Cola for providing vending machines within City parks.**

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

**Nays: None**

**ADOPTED**

i. <u>City MDOT Agreement for Deck overlay @ Marquette over US31.</u> ENGINEERING

SUMMARY OF REQUEST: To approve the contract with MDOT for the Deck overlay on Marquette Ave. over US-31; together with the necessary related work. And to approve the resolution authorizing the Mayor and City Clerk to sign the contract.

FINANCIAL IMPACT: While this is an MDOT project, we are required to participate since the project falls within the City's limits. The City's share is estimated at $9,400 but not more than 11.25% of eligible cost. The total cost of the project is $460,000.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: To approve the resolution.

**Motion by Vice-Mayor Sieradzki, second by Commissioner Benedict to approve the contract with MDOT for deck overlay at Marquette over US31.**

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

**Nays: None**

**ADOPTED**

**2001-15 PUBLIC HEARINGS:**

a. <u>Receipt of 2001 – 2002 CDBG and HOME Proposals.</u> COMMUNITY & NEIGHBORHOOD SERVICES

SUMMARY OF REQUEST: For the Commission to approve the acceptance of the 2001 – 2002 CDBG/HOME proposals and to authorize the CNS staff to continue the process by first conducting a public hearing tonight and continuing the procedure until the City Commission makes its final allocation decision on March 27, 2001.

FINANCIAL IMPACT: The City is proposed to receive $1,387,000 in CDBG funding and $572,000 in HOME funding.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: To approve the 2001-2002 CDBG/HOME allocation procedures and to conduct scheduled public hearing.

The Public Hearing opened at 5:51 p.m. to hear and consider any comments from the public. CNS Director, Wilmern Griffin, explained the item. No comments were heard from the public.

**Motion by Vice-Mayor Sieradzki, second by Commissioner Benedict to close the Public**

**Hearing at 6:09 p.m. and approve the 2001-2002 CDBG/HOME allocation procedures and conduct scheduled public hearing.**

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

**Nays: None**

**ADOPTED**

**b. <u>Special Assessment District Sixth Street.</u>** ENGINEERING

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

FINANCIAL IMPACT: None at this time.

BUDGET ACTION REQUIRED: None at this time.

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

The Public Hearing opened at 6:10 p.m. to hear and consider any comments from the public. City Engineer, Mohammed Al-Shatel, explained the item. Comments were heard from James Searer, 1375 Fifth Street, who was opposed to the assessment.

**Motion by Commissioner Spataro, second by Commissioner Shepherd to close the public hearing at 6:17 p.m., approve the special assessment district to repave Sixth Street between Houston and Muskegon, and appoint two Commissioners to the Board of Assessors.**

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

**Nays: Benedict**

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

**Motion by Commissioner Spataro, second by Commissioner Aslakson to close the Public Hearing at 6:26 p.m.**

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

**Nays: None**

**ADOPTED**

**c. <u>Special Assessment District Windsor Avenue.</u>** ENGINEERING

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

FINANCIAL IMPACT: None at this time.

BUDGET ACTION REQUIRED: None at this time.

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

The Public Hearing opened at 6:27 p.m. to hear and consider any comments from the public. City Engineer, Mohammed Al-Shatel, explained the item. Comments were heard from Chris Morency, 931 Windsor, opposed to the assessment; and from Floyd Ryan, 905 Windsor, in favor of the assessment.

**Motion by Commissioner Spataro, second by Commissioner Benedict to extend Mr. Morency's time to speak.**

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

**Nays: None**

**ADOPTED**

**Motion by Commissioner Spataro, second by Commissioner Schweifler to close the public hearing at 6:49 p.m., create the special assessment district to repave Windsor Ave., Henry to Barclay, and appoint Commissioner Aslakson and Commissioner Spataro to the Board of Assessors.**

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

**Nays: Benedict**

**ADOPTED**

**CITY MANAGER'S REPORT:** City Manager, Bryon Mazade, introduced the new Civil Service Director, Karen Scholle.

**2001-16 UNFINISHED BUSINESS:**

**a. <u>Indian Cemetery Charter Park.</u>** LEISURE SERVICES

SUMMARY OF REQUEST: To name Indian Cemetery as a Charter Park.

FINANCIAL IMPACT: None.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: Approve.

**Motion by Commissioner Benedict, second by Commissioner Spataro to refer back to staff for future recommendation.**

**ROLL VOTE: Ayes: Benedict**

**Nays: Spataro, Aslakson, Nielsen, Schweifler, Shepherd, Sieradzki**

**FAILS**

**Motion by Commissioner Aslakson, second by Commissioner Shepherd to not add the In-**

**dian Cemetery to the Charter Parks system.**

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

**Nays: None**

**ADOPTED**

**2001-17 NEW BUSINESS:**

**c. <u>District Library Resolution.</u>** CITY MANAGER

SUMMARY OF REQUEST: To approve an agreement to establish a district library made up of the boundaries of the City of Muskegon and the Muskegon Public Schools district.

FINANCIAL IMPACT: None.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: To approve the agreement.

**Motion by Commissioner Benedict, second by Commissioner Spataro to approve the agreement to establish a district library made up of the boundaries of the City of Muskegon and the Muskegon Public Schools district.**

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

**Nays: None**

**ADOPTED**

**a. <u>Summer Celebration Request.</u>** LEISURE SERVICES

SUMMARY OF REQUEST: To agree to accept partial payment for services rendered for the 2001 Summer Celebration.

FINANCIAL IMPACT: Depends on how the event goes.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: Approve.

**Motion by Vice-Mayor Sieradzki, second by Commissioner Schweifler to agree to accept partial payment for services rendered for the 2001 Summer Celebration.**

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

**Nays: None**

**ADOPTED**

**b. <u>Park Designation Policy.</u>** LEISURE SERVICES

SUMMARY OF REQUEST: To adopt the policy for designating city-owned land as parkland.

FINANCIAL IMPACT: None, except as land is added to the park system.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: Approve

**Motion by Commissioner Benedict, second by Commissioner Shepherd to approve the park designation policy.**

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

**Nays: None**

**ADOPTED**

**d. <u>Write off of Uncollectible Accounts Receivable.</u>** TREASURER

SUMMARY OF REQUEST: Periodically it is necessary to purge from the City's general accounts receivable records items that are deemed uncollectible. In some cases these items have gone through the entire collection process without success. In many other cases, further collections efforts may be made by using an outside collection agency. However, at this time, it is requested that the City Commission authorize staff to write-off these receivables from the City's books.

FINANCIAL IMPACT: Reduce the City's accounts receivable by $381,177.81. The impact would be a decrease in the fund balance/retained earnings of several City funds as follows:

| | | |
|---|---|---|
| 101 | General Fund | $ 3,804.04 |
| 455 | Micro Loan Fund | 58,807.27 |
| 472 | CDBG Fund | 64,089.99 |
| 590 | Sewer Fund | 7,441.60 |
| 591 | Water Fund | 4,406.94 |
| 483 | Mod State Rehab. Fund | 21,973.79 |
| 493 | Revolving Loan Fund | <u>220,654.18</u> |
| | TOTAL | **<u>$381,177.81</u>** |

BUDGET ACTION REQUIRED: For the General, Sewer and Water Funds, there are sufficient funds for bad debt expense included in the 2000 budge, so no further action is required.

STAFF RECOMMENDATION: Approval of the 2000 write-offs effective for the fiscal year ended December 31, 2000, for the various funds as shown above.

**Motion by Commissioner Schweifler, second by Commissioner Spataro to approve the 2000 write-offs effective for the fiscal year ended December 31, 2000.**

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

**Nays: None**

**ADOPTED**

**e. <u>Consideration of Proposals for Engineering Services on Lakefront Property.</u>** ENGINEERING

SUMMARY OF REQUEST: To award a contract to Fleis & Vandenbrink Engineering Inc. out of Grand Rapids for the design and construction engineering of the public infrastructure to be constructed as part of the Lakefront Development at a cost of $104,516.84. Furthermore, it is requested that the approval, if granted, be contingent upon the developer entering into a development/special assessment agreement with the City.

FINANCIAL IMPACT: The cost for the engineering services (design & construction) of $104,516.84. These costs will be included in the special assessment to the developer and/or the CMI grant.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: Enter into an engineering agreement with Fleis & Vandenbrink to provide engineering services (design & construction) for the Lakefront Development Infrastructure.

**Motion by Commissioner Aslakson, second by Commissioner Spataro to award the contract to Fleis & Vandenbrink Engineering Inc. contingent upon the developer entering into a development/special assessment agreement with the City.**

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

**Nays: None**

**ADOPTED**

**f. Elevator Shaft Replacement.** ENGINEERING

SUMMARY OF REQUEST: Your authorization to enter into a $23,192 contract with Kone Inc. out of Grand Rapids is requested. The contract with Kone, if approved, would be to replace the elevator shaft at City Hall. Our recommendation is based on our review of the two bids that we received on February 2, 2001.

FINANCIAL IMPACT: The cost of $23,192.

BUDGET ACTION REQUIRED: Since this is an unforeseen and unexpected repair, we expect the cost of the repairs to be covered by the Contingency Fund.

STAFF RECOMMENDATION: To approve a contract with Kone Inc.

**Motion by Commissioner Shepherd, second by Commissioner Aslakson to approve the contract with Kone Inc.**

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

**Nays: None**

**ADOPTED**

**g. Consideration of Bids for RR Removal.** ENGINEERING

SUMMARY OF REQUEST: The contract to remove the abandoned RR tracks on Park, Southern, Seventh, Forest and Grand be awarded to Link Contractors out of Twin Lake. Link Contractors was the lowest responsible bidder with a bid price of $128,306.36.

FINANCIAL IMPACT: The construction cost of $128,306.36 plus related engineering expenses. Under an agreement with MDOT, the state will pay the City $4,000 for each track (we have 15 tracks).

BUDGET ACTION REQUIRED: Amend the 2001 CIP for Major & Local Street Funds to include the removal of the tracks. The following changes are requested:

- Add $41,000 RR Removal into the Major Street
- Add $41,000 RR Removal into the Local Street
- Transfer 41,000 from the Major Street Fund into the Local Street Fund to pay for the removal on Forest, Grand & Seventh.

STAFF RECOMMENDATION: Award the contract to Link Contractors.

**Motion by Commissioner Spataro, second by Commissioner Benedict to award the contract to remove the abandoned RR tracks on Park, Southern, Seventh, Forest and Grand to Link Contractors.**

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

**Nays: None**

**ADOPTED**

h. **<u>Demolition of existing structure at 1706 Jarman and the construction of a single-family unit in replacement.</u>** COMMUNITY & NEIGHBORHOOD SERVICES

SUMMARY OF REQUEST: To direct the Community and Neighborhood Services Department and the Inspections Department to obtain bids to demolish the six-unit City-owned tax-reverted structure at 1706 Jarman also known as Castenholtz subdivision of blks 100, 101, and 103 to 120 including lots 6 & 7 block 108. After demolition is completed the CNS Department is proposing to construct a new single family unit home on the lot. After construction of the home is completed, the structure will be sold to an eligible low or moderate-income family under the guidelines of the City's HOME Program.

FINANCIAL IMPACT: The cost of the demolition and the construction of the new home will be funded through the City's FY 2000 HOME program, by placing the property back on the tax rolls after completion of construction the City will be relieved of the continued maintenance cost and will begin receiving tax revenues from the site.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: To direct staff to begin solicitation for demolition services; and once completed, to solicit for building contractors to complete the construction of a new home.

COMMITTEE RECOMMENDATION: The Land Reutilization Committee approved this request on January 16, 2001.

**Motion by Commissioner Spataro, second by Commissioner Aslakson to demolish the house at 1706 Jarman, and construct a new single family home on the lot.**

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

Nays: None

**ADOPTED**

i. **Final Amendments to 2000 Budget.** FINANCE

SUMMARY OF REQUEST: Adoption of the year-end amendments to the City's 2000 Budget to assure compliance with the State *Uniform Budget Act*. This act requires that budgets for "governmental-type" funds (i.e. general fund, special revenue funds, and debt service funds) be amended so that expenditures are not reported in the City's audit as exceeding legal appropriations.

FINANCIAL IMPACT: These budget amendments establish the final 2000 authorized revenue estimates and spending limits for the various City departments and funds. The schedule shows how the amended budget varies from the original budget (and subsequent budget reforecasts) previously approved by the City Commission.

BUDGET ACTION REQUIRED: Self-explanatory.

STAFF RECOMMENDATION: Approval.

**Motion by Commissioner Benedict, second by Commissioner Schweifler to adopt the year-end amendments to the City's 2000 budget.**

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

**Nays: None**

**ADOPTED**

j. **Purchase of 420 West Delano, Seaway Industrial Park.** PLANNING & ECONOMIC DEVELOPMENT

SUMMARY OF REQUEST: To purchase property located at 420 W. Delano Street pursuant to the City of Muskegon goal of creating the Seaway Industrial Park. This request is pursuant to a purchase agreement signed by Edward and Patricia Shappee, 420 W. Delano Street, Muskegon, Michigan on February 6, 2001. The purchase price is $62,000.

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

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: To grant approval of the resolution consenting to the purchase of 420 W. Delano Street for the development of the Seaway Industrial Park.

**Motion by Commissioner Spataro, second by Commissioner Schweifler to purchase the property at 420 W. Delano for the Seaway Industrial Park for the purchase price of $62,000.**

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

**Nays: None**

**ADOPTED**

k. <u>Purchase of Norwood property – Seaway Industrial Park.</u> PLANNING & ECONOMIC DEVELOPMENT

SUMMARY OF REQUEST: To purchase vacant property (commonly known as the Norwood Property) along Seaway Drive and Hackley Avenue. This request is consistent with the City of Muskegon goal to develop the Seaway Industrial Park and pursuant to a purchase agreement signed by Ernest K. and Ernest R. Norwood, Muskegon, Michigan on February 10, 2001. The purchase price is Two Hundred Forty-Six Thousand Two Hundred Dollars ($246,200).

FINANCIAL IMPACT: State of Michigan Urban Land Assembly and U.S. Economic Development Administration grant funds will be used to purchase this property.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: To grant approval of the resolution consenting to the purchase of the "Norwood Property" for the development of the Seaway Industrial Park.

**Motion by Commissioner Benedict, second by Commissioner Aslakson to purchase the vacant property commonly known as the Norwood Property along Seaway Drive and Hackley Avenue.**

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

**Nays: None**

**ADOPTED**

**2001-18 ANY OTHER BUSINESS:**

**a.** City Clerk, Gail Kundinger, received a request from The West Michigan Children's Museum for a charitable gaming license.

**Motion by Commissioner Shepherd, second by Commissioner Aslakson to approve the request.**

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

**Nays: None**

**ADOPTED**

**b.** Commissioner Shepherd asked the Commission to reconsider the General Employees Retirement System Ordinance Amendment to change age and service requirements from 55/30 to 55/25 which was discussed at a previous meeting.

**Motion by Commissioner Shepherd, second by Commissioner Spataro to approve the mater previously before Commission to amend the General Employees Retirement System Ordinance to change the age and service requirements from 55/30 to 55/25 for non-represented employees.**

Various comments were heard from the Commission.

**Motion by Commissioner Spataro, second by Commissioner Shepherd to call for question.**

**ROLL VOTE (for call for question):**

Ayes: Aslakson, Schweifler, Shepherd, Spataro

Nays: Benedict, Nielsen, Sieradzki

**CALL FOR QUESTION ADOPTED**

**ROLL VOTE (for ordinance amendment):**

Ayes: Spataro, Aslakson, Schweifler, Shepherd

Nays: Benedict, Nielsen, Sieradzki

**ORDINANCE AMENDMENT ADOPTED**

**c.** Vice-Mayor Sieradzki commented on a letter received reference him not living in his Ward.

**Motion by Commissioner Aslakson, second by Commissioner Shepherd to refer the matter to staff to investigate the complaint and report to Commission.**

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

Nays: None

**ADOPTED**

**PUBLIC PARTICIPATION:** Various comments were heard from the public.

**CLOSED SESSION:** Collective Bargaining.

**Motion by Commissioner Schweifler, second by Commissioner Aslakson to go into closed session at 9:12 p.m.**

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

Nays: None

Absent: Sieradzki

**ADOPTED**

**Motion by Commissioner Aslakson, second by Commissioner Benedict to go into open session at 9:33 p.m.**

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

Nays: None

Absent: Sieradzki

**ADOPTED**

**Motion by Commissioner Aslakson, second by Commissioner Schweifler to approve tentative agreements with Police Command.**

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

Nays: None

Absent: Sieradzki

**ADOPTED**

**Motion by Commissioner Aslakson, second by Commissioner Schweifler to adopt the ordinance amending sections 2 and 12 of the Police-Fire Retirement System Ordinance.**

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

**Nays: None**

**Absent: Sieradzki**

**ADOPTED (requires second reading)**

**ADJOURNMENT:**

The Regular Commission Meeting for the City of Muskegon was adjourned at 9:36 p.m.

Respectfully submitted,

Gail A. Kundinger

Gail A. Kundinger, CMC/AAE
City Clerk.

**Date:** **February 13, 2001**

**To:** **Honorable Mayor and City Commissioners**

**From:** **Gail A. Kundinger, City Clerk**

**RE:** **Request for Charitable Gaming License**

---

SUMMARY OF REQUEST: Hospice of Muskegon-Oceana is requesting a resolution recognizing them as a non-profit organization operating in the City for the purpose of obtaining a gaming license.

FINANCIAL IMPACT: None.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: None.

HOSPICE
OF MUSKEGON-OCEANA

# REQUEST TO MUSKEGON CITY COUNCIL

**TO:** MUSKEGON CITY COUNCIL

**FROM:** HOSPICE OF MUSKEGON-OCEANA
JENNIFER BRIGGS RUSSELL, VOLUNTEER COORDINATOR
AMMY JOHNSON, COMMUNITY RELATIONS COORDINATOR

**SUBJECT:** RESOLUTION FOR CHARITABLE GAMING LICENSE

**DATE:** 1/31/2001

Hospice of Muskegon – Oceana would like to conduct a raffle for a handmade quilt to celebrate Volunteer Month at our Annual Volunteer Luncheon on April 27, 2001. Enclosed is a copy of our non-profit status, and the sample format provided by the Bureau of State Lottery for a Charitable Gaming License Resolution.

Thank you for your attention in this matter.

A United Way Agency

Midtown Building 1095 Third Street Suite 209 Muskegon, MI 49441 231-728-3442 *Muskegon* 231-873-0359 *Oceana* FAX 231-722-0708

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

# LOCAL GOVERNING BODY RESOLUTION FOR CHARITABLE GAMING LICENSES

(Required by MCL.432.103(9))

2001-13(b)

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

called to order by Mayor Nielsen on February 13, 2001 (DATE)

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

Moved by Commissioner Schweifler and supported by Commissioner Shepherd

that the request from HOSPICE OF MUSKEGON COUNTY (NAME OF ORGANIZATION) of MUSKEGON (CITY),

county of MUSKEGON (COUNTY NAME), asking that they be recognized as a

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

gaming license, be considered for Approval (APPROVAL/DISAPPROVAL).

| APPROVAL | | DISAPPROVAL | |
|---|---|---|---|
| Yeas: | 7 | Yeas: | |
| Nays: | 0 | Nays: | |
| Absent: | 0 | Absent: | |

---

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

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

meeting held on February 13, 2001 (DATE).

SIGNED: Gail A. Kundinger (TOWNSHIP, CITY, OR VILLAGE CLERK)

Gail A. Kundinger, City Clerk
PRINTED NAME AND TITLE

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



COMPLETION: Required.
PENALTY: Possible denial of application.

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

# RAFFLE LICENSE APPLICATION

Authority: Act 382 of the Public Acts of 1972, as amended.

**ALLOW 4 WEEKS FOR PROCESSING.**
**PLEASE PRINT OR TYPE IN BLUE OR BLACK INK.**

## QUALIFICATION INFORMATION

1. Organization Name: Hospice of Muskegon COUNTY, INC.

2. Organization I.D. Number or Last License Number Issued: 114882

3. Organization Address: 1095 Third Street

| City | State | ZIP Code | County |
|---|---|---|---|
| Muskegon | MI | 49441 | Muskegon |

4. Has your organization ever received a license such as bingo, special bingo, millionaire party, raffle, special charity game, or numeral game?

[X] Yes - Complete application and submit with the appropriate fee.

[ ] No - Please follow the instructions on the qualification guideline. If a guideline was not included or you do not understand it, contact our office at (517) 335-1159 to inquire as to what documentation must be submitted to qualify for licensing.

5. Is your organization a candidate committee, political committee, political party committee, ballot question committee, independent committee or any other committee as defined by, and organized pursuant to, the Michigan Campaign Finance Act 388 of the Public Acts of 1976, as amended, being sections 169.201 to 169.282 of the Michigan Compiled Laws? [ ] Yes [X] No

6. Has your organization received contributions or made expenditures of $500 or more in the last calendar year for the purpose of influencing or attempting to influence the action of voters for or against the nomination or election of a candidate, or the qualification, passage, or defeat of a ballot question? [ ] Yes [X] No

## ORGANIZATION OFFICERS

7. List name, title, home address, and telephone numbers of the principal officer, e.g. president, grand knight, worthy matron, etc., and one other officer of the organization. (Must be available to sign below.)

| Name and Title | Street, City, State, ZIP Code | Telephone Numbers |
|---|---|---|
| Name: Ammy Johnson | 5987 Lakeshore Dr. | Home: (231 )894-1505 |
| Title: Marketing Specialist | Montague, MI 49437 | Work: (231 ) 728-3442 |
| Name: Cheryl Munn | 9470 Silver Creek Whitehall | Home: (231 ) 894-9134 |
| Title: Office Manager | Whitehall, MI 49461 | Work: (231 )728-3442 |

## SIGNATURE(S)

8. I CERTIFY that I am at least 18 years of age, the organization applying is a NONPROFIT organization, the facts underlying our original qualification status remain unchanged, and I have examined this application and there are no misrepresentations or falsification in the information stated. I FURTHER CERTIFY that I am aware that false or misleading statements will be cause for rejection of this application or revocation of the right to obtain any future licenses and I AM AWARE OF AND AGREE TO the conditions of Act 382 of the Public Acts of 1972, as amended, and the rules and directives issued by the Michigan Lottery.

Signature of the PRINCIPAL officer, e.g. president, grand knight, worthy matron, etc. NOTE: Executive director signature not acceptable.

| Signature | Print Name | Title | Date |
|---|---|---|---|
| Ammy L. Johnson | Ammy L. Johnson | Marketing Specialist | 1-31-01 |

- OR - Signature of BOTH the equivalent of the vice president and one other officer, e.g. secretary or treasurer.

| Signature | Print Name | Title | Date |
|---|---|---|---|
| Cheri Munn | Cheri Munn | Office Manager | 1/31/01 |
| Marsha Barnosky | MARSHA BARNOSKY | TEAM COORD. | 1-31-01 |

**PLEASE COMPLETE THE BACK PAGE OF THIS APPLICATION**

**PLEASE MAKE A COPY OF THE COMPLETED APPLICATION FOR YOUR RECORDS**



COMPLETION: Required for licensure.
PENALTY: No license will be issued.

**EVENT INFORMATION**

| 9. Contact Person | | | 10. Event Location (building name, if any) | | |
|---|---|---|---|---|---|
| Jennifer Briggs Russell | | | BAKER COLLEGE | | |
| Street Address Where License Should Be Mailed: 1095 Third St. Ste. 209 | | | Street Address: 1903 MARQUETTE AVE. | | |
| City: Muskegon | State: MI | ZIP Code: 49441 | City: MUSKEGON | | |
| Home Telephone: (231) 780-9141 | Work Telephone: (231) 728-3442 | | State: MI | ZIP Code: 49442 | County: MUSKEGON |

11. If the total value of all prizes awarded in one day is $500 or **LESS**, complete this section.

**SMALL**

Drawing Date(s) and Time(s) (must be between the hours of 8 a.m.-2 a.m.):

Date________ Time (a.m./p.m.)________ to ________

Date________ Time (a.m./p.m.)________ to ________

Date________ Time (a.m./p.m.)________ to ________

Date________ Time (a.m./p.m.)________ to ________

☐ Check here if there are additional drawing dates and attach list.

Enclosed Fee:

All drawing dates included on this application must be at the same location. $15 for 1, 2, or 3 drawing dates plus $5 for each additional drawing date. (Example: 1 drawing date = $15 fee, 6 drawing dates = $30 fee.)

$ 15.00

**- OR -** If the total value of all prizes awarded in one day is **MORE** than $500, complete this section.

**LARGE**

Drawing Date(s) and Time(s) (Must be between the hours of 8 a.m.-2 a.m.):

Date________ Time (a.m./p.m.)________ to ________

Date________ Time (a.m./p.m.)________ to ________

☐ Check here if there are additional drawing dates and attach list.

Enclosed Fee:

All drawing dates included on this application must be at the same location.

$50 X ________ (Number of Dates) = $

12. List name, home address, and telephone numbers of the person(s) in charge of event. Must be member for 6 months. If more than one chairperson, attach additional list.

| Event Chairperson | Street, City, State, ZIP Code | Telephone Numbers |
|---|---|---|
| Name: Ammy Johnson | 5987 Lakeshore Dr. Montague, MI 49437 | Home (231 )894-1505 Work (231 )728-3442 |

**TICKET INFORMATION**

13. • Raffle rule 504(1) states, in part: "All raffle tickets...shall contain the following minimum information printed in a clear and legible manner:
(a) The name of the licensee.
(b) The license number.
(c) The word "raffle."
(d) The date, time, and location of the drawing.
(e) The price of the raffle ticket.
(f) A unique sequential identification number on the raffle ticket and ticket stub.
(g) The top prize or other information as directed by the bureau.
(h) The stub of the ticket retained by the licensee shall contain a space for the purchaser's name, address, and phone number."

• Complete all white areas below in ink; ensure the ticket is printed with all of the required items.

• Indicate any additional information that will appear on the actual ticket.

RAFFLE

001 Ticket #

HOSPICE OF MUSKEGON OCEANA
Name of Licensee

4/27/01 Drawing Date(s)

1:00 pm Drawing Time(s)

Prizes

Handmade Quilt
First Prize *

Second prize (if applicable)

Third Prize (if applicable)

Minimum 50/50 Prize (if applicable)

VOLUNTEER LUNCHEON (MUSKEGON) BAKER COLLEGE STUDENT UNION 1903 MARQUETTE AVE
Location

$1 or $5 for 6
Ticket Price

(to be added when issued)
License Number

001 Ticket #

Purchaser's Name

Purchaser's Address

Purchaser's Phone #

* For large prizes, you may want to include a disclaimer that states "If xxx (indicate number) tickets are not sold, the drawing will revert to a 50/50 raffle with the minimum prize of $xxx (indicate dollar amount) awarded."

**Make checks payable to: STATE OF MICHIGAN**
**Submit completed application, supporting documents, and license fee to:**
**Charitable Gaming, C/O Accounting, Box 30023, Lansing, MI 48909**

Internal Revenue Service
District Director

Department of the Treasury

P. O. Box 32509
Detroit, Michigan 48232

Date: JUL 14 1982

Employer Identification Number:
38-2415247
Accounting Period Ending:
December 31st
Foundation Status Classification:
509(a)(1) & 170(b)(1)(A)(vi)
Advance Ruling Period Ends:
December 31, 1983
Person to Contact:
L. Olson
Contact Telephone Number:
(313) 226-7330 Not Toll Free

Hospice of Muskegon County, Inc.
221 South Quarterline Road
Muskegon, Michigan 49442

Dear Applicant:

Based on information supplied, and assuming your operations will be as stated in your application for recognition of exemption, we have determined you are exempt from Federal income tax under section 501(c)(3) of the Internal Revenue Code.

Because you are a newly created organization, we are not now making a final determination of your foundation status under section 509(a) of the Code. However, we have determined that you can reasonably be expected to be a publicly supported organization described in section 509(a)(1) & 170(b)(1)(A)(vi).

Accordingly, you will be treated as a publicly supported organization, and not as a private foundation, during an advance ruling period. This advance ruling period begins on the date of your inception and ends on the date shown above.

Within 90 days after the end of your advance ruling period, you must submit to us information needed to determine whether you have met the requirements of the applicable support test during the advance ruling period. If you establish that you have been a publicly supported organization, you will be classified as a section 509(a)(1) or 509(a)(2) organization as long as you continue to meet the requirements of the applicable support test. If you do not meet the public support requirements during the advance ruling period, you will be classified as a private foundation for future periods. Also, if you are classified as a private foundation, you will be treated as a private foundation from the date of your inception for purposes of sections 507(d) and 4940.

Grantors and donors may rely on the determination that you are not a private foundation until 90 days after the end of your advance ruling period. If you submit the required information within the 90 days, grantors and donors may continue to rely on the advance determination until the Service makes a final determination of your foundation status. However, if notice that you will no longer be treated as a section 509(a)(1) & 170(b)(1)(A)(vi) organization is published in the Internal Revenue Bulletin, grantors and donors may not rely on this determination after the date of such publication. Also, a grantor or donor may not rely on this determination if he or she was in part responsible for, or was aware of, the act or failure to act that resulted in your loss of section 509(a)(1) & 170(b)(1)(A)(vi) status, or acquired knowledge that the Internal Revenue Service had given notice that you would be removed from classification as a section 509(a)(1) & 170(b)(1)(A)(vi) organization.


ef

If your sources of support, or your purposes, character, or method of operation change, please let us know so we can consider the effect of the change on your exempt status and foundation status. Also, you should inform us of all changes in your name or address.

Generally, you are not liable for social security (FICA) taxes unless you file a waiver of exemption certificate as provided in the Federal Insurance Contributions Act. If you have paid FICA taxes without filing the waiver, you should call us. You are not liable for the tax imposed under the Federal Unemployment Tax Act (FUTA).

Organizations that are not private foundations are not subject to the excise taxes under Chapter 42 of the Code. However, you are not automatically exempt from other Federal excise taxes. If you have any questions about excise, employment, or other Federal taxes, please let us know.

Donors may deduct contributions to you as provided in section 170 of the Code. Bequests, legacies, devises, transfers, or gifts to you or for your use are deductible for Federal estate and gift tax purposes if they meet the applicable provisions of sections 2055, 2106, and 2522 of the Code.

You are required to file Form 990, Return of Organization Exempt from Income Tax, only if your gross receipts each year are normally more than $10,000. If a return is required, it must be filed by the 15th day of the fifth month after the end of your annual accounting period. The law imposes a penalty of $10 a day, up to a maximum of $5,000, when a return is filed late, unless there is reasonable cause for the delay.

You are not required to file Federal income tax returns unless you are subject to the tax on unrelated business income under section 511 of the Code. If you are subject to this tax, you must file an income tax return on Form 990-T. In this letter, we are not determining whether any of your present or proposed activities are unrelated trade or business as defined in section 513 of the Code.

You need an employer identification number even if you have no employees. If an employer identification number was not entered on your application, a number will be assigned to you and you will be advised of it. Please use that number on all returns you file and in all correspondence with the Internal Revenue Service.

Because this letter could help resolve any questions about your exempt status and foundation status, you should keep it in your permanent records.

If you have any questions, please contact the person whose name and telephone number are shown in the heading of this letter.

990 - May 15 - cc Charital Attorney General
Report of Corp. Status

Sincerely yours,

Charles Hawker

District Director

Internal Revenue Service
District Director

Department of the Treasury

Date: JUN 11 1984

Our Letter Dated:
July 14, 1982
Person to Contact:
Myrna Huber
Contact Telephone Number:
513-684-2501

Case No. 314102041EO

Hospice of Muskegon County, Inc.
221 South Quarterline Rd.
Muskegon, Mi. 49442

Dear Sir or Madam:

This modifies our letter of the above date in which we stated that you would be treated as an organization which is not a private foundation until the expiration of your advance ruling period.

Based on the information you submitted, we have determined that you are not a private foundation within the meaning of section 509(a) of the Internal Revenue Code, because you are an organization of the type described in section 509(a)(1)*. Your exempt status under section 501(c)(3) of the code is still in effect.

Grantors and contributors may rely on this determination until the Internal Revenue Service publishes notice to the contrary. However, a grantor or a contributor may not rely on this determination if he or she was in part responsible for, or was aware of, the act or failure to act that resulted in your loss of section 509(a)(1)* status, or acquired knowledge that the Internal Revenue Service had given notice that you would be removed from classification as a section 509(a)(1)* organization.

Because this letter could help resolve any questions about your private foundation status, please keep it in your permanent records.

If you have any questions, please contact the person whose name and telephone number are shown above.

Sincerely yours,

James J. Ryan

James J. Ryan
District Director

*170(b)(1)(A)(vi)

P.O. Box 2508, Cincinnati, Ohio 45201

Letter 1050 (DO) (7-77)

wb

**Date:** January 31, 2001

**To:** Honorable Mayor and City Commissioners

**From:** Ric Scott

**RE:** 2001 72' Riding Lawn Mower Bids

---

SUMMARY OF REQUEST:

To purchase 72' riding lawn mower from Spartan Distributors

FINANCIAL IMPACT:

$13,022, including a trade-in of an 11 year old mower.

BUDGET ACTION REQUIRED:

None

STAFF RECOMMENDATION:

Approve

COMMITTEE RECOMMENDATION:

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

Assessor
231/724-6708
FAX/726-5181

Cemetery
231/724-6783
FAX/726-5617

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

Clerk
231/724-6705
FAX/724-4178

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

Engineering
231/724-6707
FAX/727-6904

Finance
231/724-6713
FAX/724-6768

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

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

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

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

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

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

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

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

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

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

Treasurer
231/724-6720
FAX/724-6768

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

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

MUSKEGON

West Michigan's Shoreline City

Date: January 31, 2001

To: Honorable Mayor and City Commissioners

From: Ric Scott

Re: 2001 72' riding Lawn Mower Bids

On Tuesday, January 30, 2001 one bid was received in response to an advertisement for bids to provide a 72' riding lawn mower to replace an eleven-year old mower. The life expectancy is 10 years. The only bid received was from Spartan Distributors for $13,022, including a trade-in on the old mower. All of our 72' riding lawn mowers are Toro's.

Staff recommends that you award the contract to Spartan Distributors.

Thank you for your consideration.

**Date:** January 31, 2001

**To:** Honorable Mayor and City Commissioners

**From:** Ric Scott

**RE:** 2001 Turf Truck Bids

---

SUMMARY OF REQUEST:

To purchase a 4 x 4 turf truck from Spartan Distributors

FINANCIAL IMPACT:

$14,329

BUDGET ACTION REQUIRED:

None

STAFF RECOMMENDATION:

Approve

COMMITTEE RECOMMENDATION:

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

Assessor
231/724-6708
FAX/726-5181

Cemetery
231/724-6783
FAX/726-5617

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

Clerk
231/724-6705
FAX/724-4178

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

Engineering
231/724-6707
FAX/727-6904

Finance
231/724-6713
FAX/724-6768

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

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

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

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

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

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

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

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

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

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

Treasurer
231/724-6720
FAX/724-6768

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

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

MUSKEGON

West Michigan's Shoreline City

Date: January 31, 2001

To: Honorable Mayor and City Commissioners

From: Ric Scott R Scott

Re: 2001 Turf Truck Bids

On Tuesday, January 30, 2001 one bid was received in response to an advertisement for bids to provide a 4 x 4 turf truck for use by the city's horticulturist. The bid received was from Spartan Distributors for $14,329. We have been using Toro turf trucks for several years since Jacobson went out of business.

The truck is included in the 2001 budget. Staff recommends that you award the bid to Spartan Distributors.

Thank you for your consideration.

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

| | |
|---|---|
| **Date:** | **January 31, 2001** |
| **To:** | **Honorable Mayor and City Commissioners** |
| **From:** | **Ric Scott** RScott |
| **RE:** | **2001 Dumpster Bids** |

---

SUMMARY OF REQUEST:

To award the contract to provide dumpsters to various city parks to Sunset Waste Services

FINANCIAL IMPACT:

Approximately $8,092

BUDGET ACTION REQUIRED:

None

STAFF RECOMMENDATION:

Approve

COMMITTEE RECOMMENDATION:

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

Assessor
231/724-6708
FAX/726-5181

Cemetery
231/724-6783
FAX/726-5617

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

Clerk
231/724-6705
FAX/724-4178

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

Engineering
231/724-6707
FAX/727-6904

Finance
231/724-6713
FAX/724-6768

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

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

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

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

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

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

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

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

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

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

Treasurer
231/724-6720
FAX/724-6768

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

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

MUSKEGON

West Michigan's Shoreline City

Date: January 31, 2001

To: Honorable Mayor and City Commissioners

From: Ric Scott

Re: 2001 Dumpster Bids

On Tuesday, January 30, 2001 two bids were received in response to an advertisement for bids to provide dumpster services to various city parks and facilities. Two bids were received as follows:

| | |
|---|---|
| Waste Management | $9,986 |
| Sunset Waste | $8,092 |

These costs are based on the unit prices per dumpster times the number of dumpsters anticipated throughout the system, and could vary depending on actual use. However, the numbers as compared to the other company will be comparable.

Based on the bids, staff is recommending you award the contract to the low bidder, Sunset Waste.

Thank you for your consideration.

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

**Commission Meeting Date: February 13, 2001**

**Date:** **January 30, 2001**

**To:** **Honorable Mayor & City Commission**

**From:** **Planning & Economic Development Department** CBC

**RE:** **Brownfield Consulting Contract- Anne Couture**

---

SUMMARY OF REQUEST: The City of Muskegon has been contracting with Anne Couture, of Couture Environmental Strategies LLC, during the last three years, to assist us with our Brownfield activities. She has excellent contacts at the Department of Environmental Quality, since she worked there several years ago. Therefore, her assistance is important in moving forward on the technical aspects of our Brownfield Authority. Not only does Ms. Couture work closely with our City Staff, but we also refer potential brownfield applicants to her. In the future, Brownfield applicants will be paying a fee, which will help defray the costs of the contract. Funds for Ms. Couture's current contract have been expended. Therefore, the Commission is asked to approve the current proposal from Ms. Couture.

FINANCIAL IMPACT: Costs to the City will not exceed $10,000. It is expected that this amount will allow for at least a year of services (perhaps longer, if we have several brownfield applicants).

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: To approve the attached proposal between the City of Muskegon and Couture Environmental Strategies LLC, and authorize the Mayor and Clerk to sign the proposal.

COMMITTEE RECOMMENDATION: None.

2001-13(g)

Couture
Environmental Strategies LLC

January 25, 2001

Ms. Cathy Brubaker-Clarke
Director of Community and Economic Development
City of Muskegon
PO Box 536
Muskegon, MI 49443-0536

Re: Proposal for Continuation of Services
Brownfield Redevelopment Activities

Dear Cathy:

Couture Environmental Strategies LLC is pleased to submit this proposal to the City of Muskegon ("City") to continue to provide the City with assistance on various Brownfield redevelopment activities within the City. This effort primarily involves working with the City, developers, businesses, and state officials to utilize all available Brownfield Redevelopment tools that provide incentives to redevelop Brownfield properties. This includes adding sites to the Muskegon Brownfield Plan through amendments to the Plan.

Scope of Work

The Scope of Work for the proposed services of Couture Environmental Strategies LLC includes the following:

- Based on referrals obtained from the City, work with developers, property owners, their attorneys and environmental consultants to evaluate the eligibility of properties to be included in the City of Muskegon's Brownfield Plan.
- Provide recommendations to the City regarding Brownfield Plan amendments, or use of other incentives available to the City to redevelop Brownfield properties.
- Upon concurrence by the City or its Brownfield Authority, prepare amendments to the Brownfield Plan, with advice and counsel from City attorneys.
- Undertake other Brownfield Redevelopment activities as directed by the City.

Cost Estimate

The services of Couture Environmental Strategies LLC will be billed to the City on an hourly basis; my current hourly rate is $140/hour. Time will be billed based on actual hours worked and direct costs incurred. Costs to the City for these services will not exceed $10,000 unless specifically authorized by the City. This amount of funding is likely to be sufficient to fund approximately one year of Brownfield Redevelopment support activities.

Agreement

Attached to the letter are Provisions for Representation by Couture Environmental Strategies LLC ("Provisions"). This letter and the attached Provisions constitute a contractual agreement for services. If these terms and conditions are acceptable, I would appreciate your acknowledging acceptance of them by signing and returning the enclosed copy of this letter. Please don't hesitate to call if you have any questions.

Sincerely,

Anne P. Couture

Anne P. Couture
Couture Environmental Strategies LLC

Agreed and Accepted

Fred J. Nielsen

Authorized City Representative
Fred J. Nielsen, Mayor

2-15-01
Date

Attachment

Gail A. Kundinger
Gail A. Kundinger
City Clerk

**PROVISIONS FOR REPRESENTATION BY**
**COUTURE ENVIRONMENTAL STRATEGIES LLC**

Except as modified by an engagement letter, the following provisions will apply to the relationship between Couture Environmental Strategies LLC and each of its clients:

1. Fees for services rendered will be based on the reasonable value of those services. Fees will be based primarily on our standard hourly billing rates and the numbers of hours worked. Couture Environmental Strategies LLC will adjust billing rates from time to time.

2. Time for which a client will be charged will include, among other things, telephone and office conferences with the client, consultants, regulators, public officials, and others; investigations; research; report preparation; document review and comment; drafting of letters, memoranda and other documents; and travel time.

3. In addition to our fees, we bill for costs and expenses incurred in performing services, including photocopying, messenger and delivery service, travel, telecopying, and other similar costs and expenses. Certain of these items may be charged at more than our direct cost to cover our overhead.

4. Although we may estimate fees or costs that we anticipate will be incurred, these estimates are subject to unforeseen circumstances and are by their nature inexact. We will not be bound by any estimates except to the extent expressly set forth in the engagement letter.

5. Fees and expenses will be billed monthly and are payable within 30 days.. We generally send our statements on the first of the month following the month to which the bill relates. We reserve the right to postpone or defer providing additional services or to discontinue our representation if billed amounts are not paid promptly.

6. A client shall have the right to terminate our services and representation upon written notice. Such termination, however, will not relieve the client of the obligation to pay for all services rendered and costs or expenses paid or incurred on behalf of the client prior to termination.

7. We reserve the right to withdraw from our representation if, among other things, any fact or circumstance would, in our view, render our continuing representation unethical. If we withdraw for cause, we will be entitled to be paid for all services rendered and costs and expenses paid or incurred on behalf of the client prior to withdrawal.

Date: February 13, 2001

To: Honorable Mayor and City Commissioners

From: Engineering

RE: Consideration of Bids
Police Department Parking Lot

---

## SUMMARY OF REQUEST:

The contract for Milling and Resurfacing the Police Department's Parking Lot be awarded to Key Construction, Inc. out of Comstrock Park. Key Construction was the lowest, see attached bid tabulation, responsible bidder with a bid price of $17,759.90

## FINANCIAL IMPACT:

The construction cost of $17,759.90 plus related engineering expenses.

## BUDGET ACTION REQUIRED:

None, this project is in the 2001 budget.

## STAFF RECOMMENDATION:

Award the contract to Key Construction.

## COMMITTEE RECOMMENDATION:

**BID TABULATION**
**B-227 POLICE DEPARTMENT PARKING LOT RESURFACE**

| | | | | ENGINEER'S ESTIMATE | | KEY CONSTRUCTION | | LAKESIDE CONST | | ALSPHALT PAVING | |
|---|---|---|---|---|---|---|---|---|---|---|---|
| | DESCRIPTION | QUANTIT | UNIT | UNIT PRICE | TOTAL PRICE | UNIT PRICE | TOTAL PRICE | UNIT PRICE | TOTAL PRICE | UNIT PRICE | TOTAL PRICE |
| | | | | | | | | | | | |
| 1 | ADJUST CATCH BASIN CASTING | 2 | EACH | $400.00 | $800.00 | $350.00 | $700.00 | $350.00 | $700.00 | $150.00 | $300.00 |
| 2 | ADJUST MANHOLE COVER | 1 | EACH | $400.00 | $400.00 | $350.00 | $350.00 | $350.00 | $350.00 | $150.00 | $150.00 |
| 3 | AGG PREPARATORY WORK | 968 | S YD | $3.00 | $2,904.00 | $1.25 | $1,210.00 | $15.00 | $14,520.00 | $2.25 | $2,178.00 |
| 4 | BIT LEVELING MIX 3C@165#/S. YD. | 85 | TON | $60.00 | $5,100.00 | $67.50 | $5,737.50 | $70.00 | $5,950.00 | $70.00 | $5,950.00 |
| 5 | BIT TOP MIX 4C@165#/S. YD. | 85 | TON | $65.00 | $5,525.00 | $67.50 | $5,737.50 | $85.00 | $7,225.00 | $80.00 | $6,800.00 |
| 6 | CONC. CURB, 6"X14" | 20 | L FT | $12.00 | $240.00 | $20.00 | $400.00 | $25.00 | $500.00 | $20.00 | $400.00 |
| 7 | CONC DRIVE APPROACH,STD 6" | 7 | S YD | $30.00 | $210.00 | $105.00 | $735.00 | $55.00 | $385.00 | $150.00 | $1,050.00 |
| 8 | CONC SIDEWALK 6" | 9.4 | S FT | $7.00 | $65.80 | $15.00 | $141.00 | $15.00 | $141.00 | $15.50 | $145.70 |
| 9 | PAVEMENT MARKING,4" WHITE | 496 | L. FT | $0.50 | $248.00 | $0.35 | $173.60 | $1.25 | $620.00 | $0.80 | $396.80 |
| 10 | REMOVING CONC APPROACH | 3 | S YD | $10.00 | $30.00 | $30.00 | $90.00 | $100.00 | $300.00 | $50.00 | $150.00 |
| 11 | REMOVING BIT SURFACE | 968 | S YD | $8.00 | $7,744.00 | $2.25 | $2,178.00 | $7.00 | $6,776.00 | $4.55 | $4,404.40 |
| 12 | REMOVING CURB | 27.4 | L FT | $5.00 | $137.00 | $9.50 | $260.30 | $15.00 | $411.00 | $6.00 | $164.40 |
| 13 | REMOVING CONC SIDEWALK | 9.4 | S FT | $1.00 | $9.40 | $5.00 | $47.00 | $15.00 | $141.00 | $16.00 | $150.40 |
| | | | | | | | | | | | |
| | | | | | | | | | | | |
| | TOTAL | | | | $23,413.20 | | $17,759.90 | | $38,019.00 | | $22,239.70 |
| | | | | | | | | | | | |

**Date:** January 25, 2001

**To:** Honorable Mayor and City Commissioners

**From:** Ric Scott

**RE:** Vending Contract for Parks

---

SUMMARY OF REQUEST:

To approve a three-year contract with Coca-Cola for providing vending machines within City parks

FINANCIAL IMPACT:

Approximately $7,000

BUDGET ACTION REQUIRED:

None

STAFF RECOMMENDATION:

Approve

COMMITTEE RECOMMENDATION:

Leisure Services Board Recommends approval

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

Assessor
231/724-6708
FAX/726-5181

Cemetery
231/724-6783
FAX/726-5617

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

Clerk
231/724-6705
FAX/724-4178

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

Engineering
231/724-6707
FAX/727-6904

Finance
231/724-6713
FAX/724-6768

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

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

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

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

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

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

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

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

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

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

Treasurer
231/724-6720
FAX/724-6768

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

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

MUSKEGON

West Michigan's Shoreline City

Date: January 25, 2001

To: Honorable Mayor and City Commissioners

From: Ric Scott

Re: Vending Contract for Parks

Three proposals have been received to provide vending services for City parks. Proposals have been received from the distributors of Coca-Cola, Pepsi, and 7-Up.

At their meeting on Monday, January 22nd, the Leisure Services Board recommended that we give Coca-Cola an exclusive three-year contract for vending services in city parks. Coca-Cola offered more money, more products, more incentives and a shorter-term contract than the other suppliers did.

Basically Coca-Cola will give the City 45% of all sales. They will pay a bonus of $.50 per case if over 500 cases are sold. 502 cases were sold in 2000. They are providing approximately $1,800 in free product. They will also do a marketing program giving away free shirts (a $1,000 value). The total estimated value for the first year is about $15,000.

Staff recommends that you concur with the Leisure Services Board and award a three-year exclusive vending contract to Coca-Cola for city parks.

Thank you for your consideration.

**Date: February 13, 2001**

**To: Honorable Mayor and City Commissioners**

**From: Engineering**

**RE: City – MDOT Agreement for**
**Deck overlay @ Marquette over US-31**

---

## SUMMARY OF REQUEST:

To approve the attached contract with MDOT for the Deck overlay on Marquette Ave. over US-31; together with the necessary related work. And to approve the attached resolution authorizing the Mayor and City Clerk to sign the contract.

## FINANCIAL IMPACT:

While this is an MDOT project, we are required to participate since the project falls within the City's limits. The City's share is estimated at $9,400 but not more than 11.25% of eligible cost. The total cost of the project is $460,000.

## BUDGET ACTION REQUIRED:

None.

## STAFF RECOMMENDATION:

To approve attached resolution.

## COMMITTEE RECOMMENDATION:

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

**JAMES R. DeSANA, DIRECTOR**

January 19, 2001



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

Dear Ms. Kundinger:

RE: MDOT Contract No.: 00-5556
Control Section NH 61075
Job Number 48729

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

RESOLUTION 2001-14(i)

RESOLUTION FOR APPROVAL OF A CONTRACT AGREEMENT BETWEEN THE MICHIGAN DEPARTMENT OF TRANSPORTATION AND THE CITY OF MUSKEGON FOR THE DECK OVERLAY AND RELATED WORK ON THE MARQUETTE @ US-31 OVERPASS AND AUTHORIZATION FOR MAYOR FRED J. NIELSEN AND CITY CLERK GAIL A KUNDINGER TO EXECUTE SAID CONTRACT

Moved by Vice Mayor Sieradzki and supported by Commissioner Benedict that the following Resolution be adopted:

WHEREAS, entry by the City of Muskegon into Contract no. 00-5556 between the Michigan Department of Transportation and the City of Muskegon for the DECK OVERLAY ON THE MARQUETTE @ US-31 OVERPASS within the City is in the best interests of the City of Muskegon.

**RESOLVED**, that entry by the City into Contract Agreement Number 00-5556 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 13th day of February, 2001.

BY Fred J. Nielsen

Fred J. Nielsen, Mayor

ATTEST Gail A. Kundinger

Gail A. Kundinger, City Clerk

CERTIFICATION

This resolution was adopted at a meeting of the City Commission, held on February 13, **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. Kundinger

Gail A. Kundinger, Clerk

| | | |
|---|---|---|
| FEDERAL AID PROGRESS PAYMENT | DAB | |
| | Control Section | NH 61075 |
| | Job Number | 48729 |
| | Federal Item | HH 2707 |
| | Federal Project | NH 0161(208) |
| | Contract | 00-5556 |

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

WITNESSETH:

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

Deck overlay work on portions of Structure S01 of 61075 which carries Marquette Avenue over Highway US-31; together with necessary related work; located within the corporate limits of the CITY.

WHEREAS, the DEPARTMENT presently estimates the PROJECT COST as hereinafter defined in Section 1 to be: $460,000

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

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

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

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

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

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

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

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

| | |
|---|---|
| DEPARTMENT - | 88.75% |
| CITY - | 11.25% |

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

| TOTAL ESTIMATED COST | FED AID | BALANCE AFTER FEDERAL AID | DEPT'S SHARE | CITY'S SHARE |
|---|---|---|---|---|
| $460,000 | $376,500 | $83,500 | $74,100 | $9,400 |

Participation, if any, by the CITY in the acquisition of trunkline right-of-way shall be in accordance with 1951 P.A. 51 Subsection 1d, MCL 247.651d. An amount equivalent to the federal highway funds for acquisition of right-of-way, as would have been available if application had been made therefore and approved by the Federal government, shall be deducted from the total PROJECT

COST prior to determining the CITY'S share. Such deduction will be established from the applicable Federal-Aid matching ratio current at the time of acquisition.

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

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

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

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

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

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

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

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

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

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

CITY OF MUSKEGON

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

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

MICHIGAN DEPARTMENT
OF TRANSPORTATION

By Gregory J. Rosine
Department Director MDOT

1/19/01
JR

WCS
1-16-01

## 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**

(Rev. 03/92)

## APPENDIX B

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

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

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

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

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

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

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

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

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

## APPENDIX C

## TO BE INCLUDED IN ALL FINANCIAL ASSISTANCE AGREEMENTS WITH LOCAL AGENCIES

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

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

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

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

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

**Commission Meeting Date: February 13, 2001**

**Date:** **February 6, 2001**

**To:** **Honorable Mayor & City Commission**

**From:** **Community and Neighborhood Services Department**

**RE:** **Receipt of 2001 – 2002 CDBG and HOME Proposals/Public Hearing**

---

SUMMARY OF REQUEST: For the Commission to approve the acceptance of the 2001 – 2002 CDBG/HOME proposals and to authorize the CNS staff to continue the process by first conducting a public hearing on tonight and continuing the procedure until the City Commission makes it final allocation decision on March 27, 2001.

FINANCIAL IMPACT: The City is proposed to receive $1,387,000 in CDBG funding and $572,000 in HOME funding.

BUDGET ACTION REQUIRED: None

STAFF RECOMMENDATION: To approve the 2001 – 2002 CDBG/HOME allocation procedures and to conduct scheduled public hearing.

COMMITTEE RECOMMENDATION: None

# 2001 - 2002 CDBG / HOME ACTIVITY

***Community Development Block Grant***

| | Organization Name/Program Title | Amount Requested | | Administration Recommendation | Citizen Distsrict Council Recommendation | City Commission Preliminary Recommendation | City Commission Final Decision |
|---|---|---|---|---|---|---|---|
| 1 | Muskegon Community Health Project<br>*"Miles for Smile Dental Services"* | $ 5,000.00 | * | | | | |
| 2 | West Michigan Veterans<br>*Veterans Assistance* | 5,000.00 | * | | | | |
| 3 | Love, Inc<br>*Free Home Repair to low-income* | 8,600.00 | * | | | | |
| 4 | HealthCare<br>*Health screening to low-income* | 5,951.00 | * | | | | |
| 5 | American Red Cross<br>*Senior Transportation* | 5,000.00 | * | | | | |
| 6 | Volunteer Muskegon<br>*Youth Survey/Mapping* | 23,700.00 | * | | | | |
| 7 | Volunteer Muskegon<br>*Keep Kids in School Truancy* | 80,000.00 | * | | | | |
| 8 | Legal Aid of Western Michigan<br>*Counseling/Legal Education* | 36,814.00 | * | | | | |
| 9 | Family Services Center, Inc<br>*Comprehensive Housing Assistance* | 74,713.25 | * | | | | |
| 10 | Oakview Neighborhood Association<br>*Repairing of Community Center Roof* | 7,231.00 | * | | | | |
| 11 | Fire/Inspection<br>*Dangerous Building/Demolition* | 155,000.00 | | | | | |
| 12 | Leisure Services<br>*Playground equipment at McCrea Park* | 60,000.00 | | | | | |
| 13 | Community and Neighborhood Services<br>*Housing & Rehabilitation Services* | 570,246.00 | | | | | |
| 14 | Community and Economic Development<br>*Code Enforcement* | 86,000.00 | | | | | |

| Organization Name/Program Title | Amount Requested | | Administration Recommendation | Citizen Distsrict Council Recommendation | City Commission Preliminary Recommendation | City Commission Final Decision |
|---|---|---|---|---|---|---|
| 15 Community and Neighborhood Services | $ 182,267.00 | ** | | | | |
| *CDBG Administration* | | * | | | | |
| 16 Depart of Public Works | 97,307.02 | ** | | | | |
| *Senior Transit* | | | | | | |
| 17 Manager's Office | 30,000.00 | | | | | |
| *Contract Compliance* | | | | | | |
| 18 Engineering / CNS | 180,000.00 | | | | | |
| *Sidewalk Assessment Relief* | | | | | | |
| 19 Planning/DPW | 90,000.00 | * | | | | |
| *City-lot upkeep program* | | | | | | |
| 20 Leisure Services | 90,500.00 | * | | | | |
| *Inner city-youth recreation* | | | | | | |
| 21 Finance Dept | 240,000.00 | | | | | |
| *Repayment of Shoreline Dr. Bond* | | | | | | |
| **Total CDBG Request** | 2,033,329.27 | | | | | |
| ***Total CDBG Allocated*** | 1,387,000.00 | | | | | |
| Allocated/Request Difference | ***$ (646,329.27)*** | | | | | |
| | | | | | | |
| **Total Amt of Public Service*** | 529,816.27 | | | | | |
| ***Public Service mandated Amt 15%*** | 208,050.00 | | | | | |
| Difference | ***$ (321,766.27)*** | | | | | |
| | | | | | | |
| **Total Amot of City Administration Request** | 212,267.00 | | | | | |
| ***Administrative mandated Amt 20%*** | 277,400.00 | | | | | |
| | ***$ 65,133.00*** | | | | | |

**HOME**

| | Organization Name/Program Title | Amount Requested | | Administration Recommendation | Citizen Distsrict Council Recommendation | City Commission Preliminary Recommendation | City Commission Final Decision |
|---|---|---|---|---|---|---|---|
| 2 | Community and Neighborhood Services<br>*Tax-reverted Rehabilitation* | $ 100,000.00 | | | | | |
| 3 | Community and Neighborhood Services<br>*HOME Rental Rehabilitation* | 100,000.00 | | | | | |
| 4 | Community and Neighborhood Services<br>*HOME Infill Program* | 130,000.00 | | | | | |
| 5 | Community and Neighborhood Services<br>HOME Administration | 57,200.00 | *** | | | | |
| 6 | *Neighborhood Investment Corp*<br>*Housing Rehab, Neighborhood Imp.* | 75,000.00 | **** | | | | |
| 7 | Bethany Housing Ministries, Inc<br>*Housing Rehabilitation* | 40,000.00 | **** | | | | |
| 8 | Muskegon County Habitat for Humanity<br>*New Construction/Rehabilitation* | 31,000.00 | **** | | | | |
| 9 | Trinity Village Non-Profit Housing Corp<br>*Single-Family Acquisition* | 59,935.00 | **** | | | | |
| | **Total Amt of HOME Request** | 593,135.00 | | | | | |
| | ***Total Amt HOME Allocation*** | 572,000.00 | | | | | |
| | Difference | *$ (21,135.00)* | | | | | |
| | | | | | | | |
| | Total Amt of HOME Administration | 57,200.00 | | | | | |
| | *Total Amt mandated 10%* | 57,200.00 | | | | | |
| | Difference | ***0*** | | | | | |
| | | | | | | | |
| | **Total amt of HOME CHDO request** | 205,935.00 | | | | | |
| | ***Total Amt mandated 15%*** | 85,800.00 | | | | | |
| | Difference | *$ (120,135.00)* | | | | | |

**NOTE**

*Public Service, **City CDBG Administration, ***HOME Administration, ****CHDO Request

Q:CNS\Common\Excel\01.02_Act

Date: January 23, 2001

To: Honorable Mayor and City Commissioners

From: Engineering

RE: Public Hearing
Create Special Assessment District for:
**SIXTH STREET FROM HOUSTON TO MUSKEGON**

---

## SUMMARY OF REQUEST:

To hold a public hearing on the proposed special assessment of the **Sixth Street from Houston to Muskegon**, and to create the special assessment district and appoint two City Commissioners to the Board of Assessors if it is determined to proceed with the project

## FINANCIAL IMPACT:

None at this time.

## BUDGET ACTION REQUIRED:

None at this time.

## STAFF RECOMMENDATION:

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

## COMMITTEE RECOMMENDATION:

CITY OF MUSKEGON

Resolution No.__________

Resolution At First Hearing Creating Special Assessment District
For **Sixth Street from Houston to Muskegon**
Location and Description of Properties to be Assessed:
See Exhibit A attached to this resolution

RECITALS:

1. A hearing has been held on **February 13, 2001** at 5:30 o'clock p.m. at the City Commission Chambers. Notice was given by mail and publication as required by law.

2. That estimates of costs of the project, a feasibility report and valuation and benefit information are on file with the City and have been reviewed for this hearing.

3. At the hearing held **February 13, 2001**, there were ______% objections by the owners of the property in the district registered at the hearing either in writing received before or at the hearing or by owners or agents present at the hearing, and the Commission has considered the advisability of proceeding with the project.

FINDINGS:

1. The City Commission has examined the estimates of cost to construct the project including all assessable expenses and determines them to be reasonable.

2. The City Commission has considered the value of the property to be assessed and the value of the benefit to be received by each property proposed to be assessed in the district after the improvements have been made. The City Commission determines that the assessments of costs of the City project will enhance the value of the properties to be assessed in an amount at least equivalent to the assessment and that the improvement thereby constitutes a benefit to the property.

THEREFORE, BE IT RESOLVED:

1. The City Commission hereby declares a special assessment district to include the property set forth in Exhibit A attached to this resolution.

2. The City Commission determines to proceed with the improvements as set forth in the feasibility study and estimates of costs, and directs the City Engineer to proceed with project design, preparation of specifications and the bidding process. If appropriate and if bonds are to be sold for the purposes of financing the improvements, the Finance Department shall prepare plans for financing including submission of application to the Michigan Department of Treasury and the beginning of bond proceedings.
3. The City Commission hereby appoints a Board of Assessors consisting of City Commissioners ______________________________ and _______________________

and the City Assessor who are hereby directed to prepare an assessment roll. Assessments shall be made upon front foot basis.

4. Based on the City's Special Assessment policy and preliminary estimates it is expected that approximately **13.32%** of the cost of the street improvement will be paid by special assessments.

5. Upon submission of the special assessment roll, the City staff is hereby directed to notify all owners and persons interested in properties to be assessed of the hearing at which the City Commission will consider confirmation of the special assessment roll.

This resolution adopted.

Ayes________________________________________

____________________________________________

Nays________________________________________

____________________________________________

CITY OF MUSKEGON

By __________________________
Gail A. Kundinger, Clerk

ACKNOWLEDGMENT

This resolution was adopted at a meeting of the City Commission, held on **February 13, 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

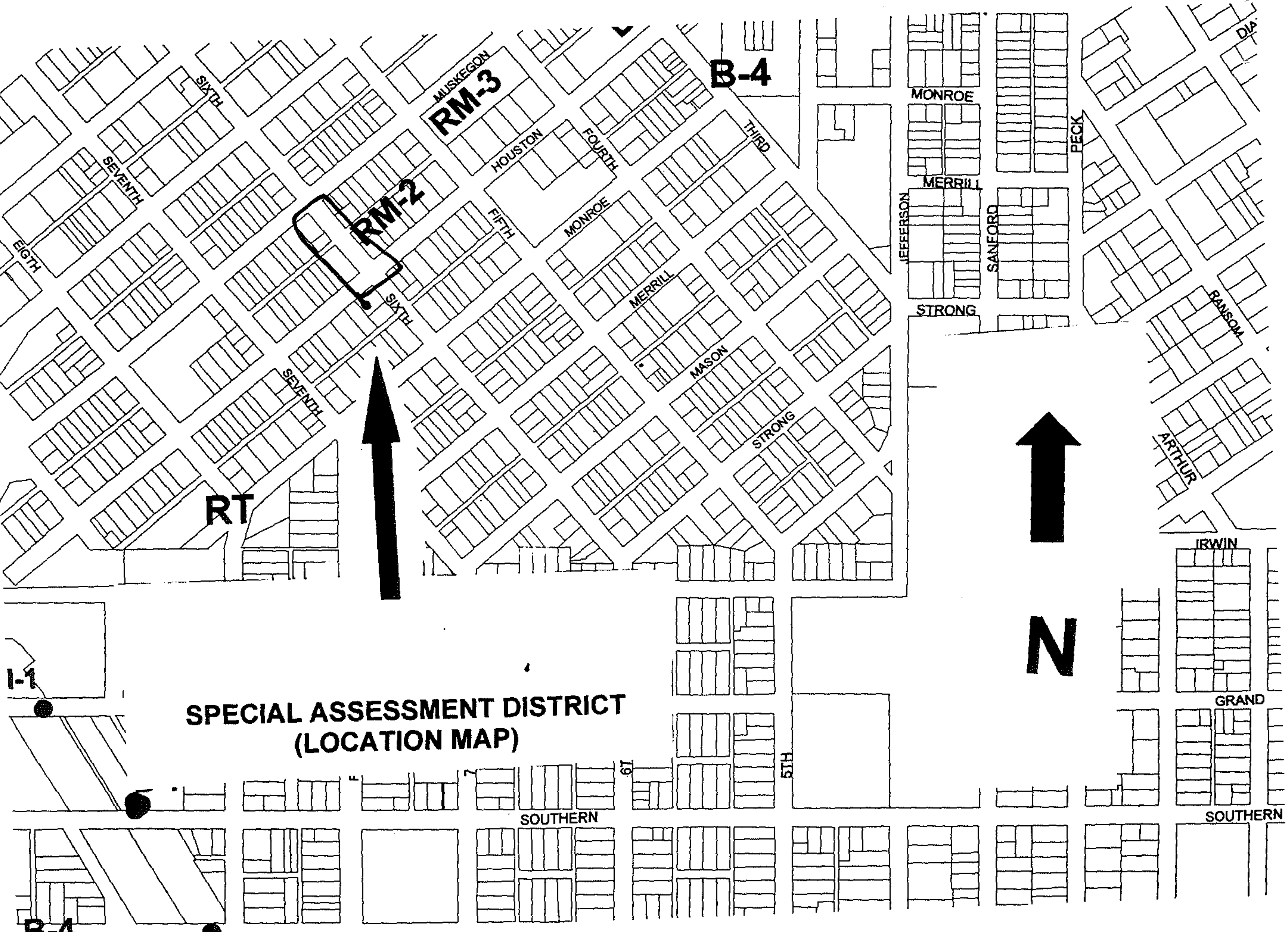
By ________________________________
Gail A. Kundinger, Clerk

EXHIBIT A

# Sixth Street from Houston to Muskegon

## SPECIAL ASSESSMENT DISTRICT

All properties abutting that section of **Sixth Street from Houston to Muskegon**




SPECIAL ASSESSMENT DISTRICT
(LOCATION MAP)

**ENGINEERING FEASIBILITY STUDY**

**For**

**SIXTH STREET FROM HOUSTON TO MUSKEGON**

The reconstruction of Sixth Street between Houston Ave. & Muskegon Ave., see attached location map, was initiated by the City due to the conditions of the road and the fact that it was on the on the five year capital improvement plan. The improvement being proposed consists of a complete removal of all existing pavements including curb and gutter and the placement of a new street pavement that will include a new curb and gutter.

A memo from the Assessor's office, which addresses the appraisal and benefit information is attached.

The preliminary cost estimate for the work associated with paving is approximately $85,000 with the length of the project being approximately 284 lineal feet or 311.50 of assessable front footage. This translates into an estimated improvement cost of $272.87 per assessable foot. The assessment figure will be at a cost not to exceed $36.36 per front foot.

MUSKEGON COUNTY
MICHIGAN

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

EQUALIZATION DEPARTMENT



January 26, 2001

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

Mr. Al-Shatel:

In accordance with your request, I have examined the proposed special assessment district entailing the reconstruction of Sixth Street between Houston Avenue and Muskegon Avenue. The purpose of this analysis is to document the reasonableness of this special assessment district by identifying and quantifying any accrued benefits. It is subject to the normal governmental restrictions of escheat, taxation, police power and eminent domain. The effective date is January 26, 2001.

In conclusion, it is my opinion that the special assessment amounts justly and reasonably represents the accrued benefits to the properties encompassed by this project. The amounts reflect the sum of the immediate estimated value enhancement and the intrinsic value that will accrue from an overall increase in property values due to an improved quality of life created by the proposed project. As previously presented, the proposed special assessment district encompasses a mixture of properties, but the front foot rate of $36.35 appears reasonable in light of analysis that indicates a possible enhancement of $36.67. The conclusions are based upon the data presented within this limited analysis in restricted format, and on supporting information in my files.

Sincerely,
Jerry A. Groeneveld
Jerry A Groeneveld, CMAE 3
Senior Appraiser

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

Assessor
231/724-6708
FAX/726-5181

Cemetery
231/724-6783
FAX/726-5617

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

Clerk
231/724-6705
FAX/724-4178

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

Engineering
231/724-6707
FAX/727-6904

Finance
231/724-6713
FAX/724-6768

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

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

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

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

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

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

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

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

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

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

Treasurer
231/724-6720
FAX/724-6768

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

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

MUSKEGON

West Michigan's Shoreline City

February 2, 2001

Parcel Number ____________: at _______________

## ***NOTICE OF HEARING ON SPECIAL ASSESSMENT***

Dear Property Owner:

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

Sixth Street, Houston avenue to Muskegon Avenue.

The proposed special assessment district will be located as follows:

All parcels abutting Sixth Street from the North ROW line of Houston Avenue to the south ROW line of Muskegon Avenue.

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

### ***Public Hearings***

An initial public hearing to consider the creation of a special assessment district will be held at the City of Muskegon City Commission Chambers on FEBRUARY 13, 2001 at 5:30 P.M. You are encouraged to appear at this hearing, either in person, by agent or in writing to express your opinion, approval, or objection concerning the proposed special assessment. We are enclosing a Hearing Response Card for you to indicate your agreement or opposition to the special assessment. This card includes the property identification and description, assessable footage per City policy, and the estimated cost of the assessment. You may also appear, as above, in lieu of, or in addition to mailing your response card to the City Clerk. Written objections or appearances must be made at or prior to the hearing. NOTE: THE SPECIAL ASSESSMENT WILL BE CREATED OR NULLIFIED AT THIS HEARING. IT IS IMPORTANT FOR YOU TO COMMENT AT THIS HEARING IF YOU WANT YOUR OPINION COUNTED FOR THE SPECIAL ASSESSMENT.



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

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

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

## ***Estimated Costs***

The total estimated cost of the street portion of the project is $85,000 of which approximately 13.32% ($11,323.03) will be paid by special assessment to property owners. Your property's estimated share of the special assessment is shown on the attached hearing response card. The remaining costs will be paid by the City.

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

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

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

Sincerely,

Mohammed Alshatel

Mohammed Al-Shatel, P.E.
City Engineer

# Special Assessment Payment Options

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

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

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

***II. Installment Payments***

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

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

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

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

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

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

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

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

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

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

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

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

**CITY OF MUSKEGON**
**SIXTH STREET H-1528**
**REQUEST FOR WAIVER OF SPECIAL ASSESSMENT**

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

**Dear Resident:**

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

## Application Requirements:

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

**2000**

**65% MEDIAN HOUSEHOLD INCOME CHART**

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

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

✓ **Applicants must submit proof of current property insurance.**

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

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

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

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

SPECIAL ASSESSMENT

# HEARING RESPONSE CARD

To have your vote count, please

Return This Card By: FEBRUARY 13,2001

Project Title: Sixth Street, Houston avenue to Muskegon Avenue.

Project Description: All parcels abutting Sixth Street from the North ROW line of Houston Avenue to the south ROW line of Muskegon Avenue.

## INSTRUCTIONS

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

Assessment Information

Property Address:

Parcel Number

MAP Number:

Assessable Frontage:

Estimated Front Foot Cost:

**ESTIMATED TOTAL COST**

Property Description

NLY 92 FT LOT 1 BLK 347

Your vote COUNTS!

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

| I AM IN FAVOR ☐ | | I AM OPPOSED ☐ | |
|---|---|---|---|
| Owner | ______ | Owner | ______ |
| Signature | ______ | Signature | ______ |
| Address | ______ | Address | ______ |

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

CITY OF MUSKEGON
NOTICE OF PUBLIC HEARINGS
SPECIAL ASSESSMENT DISTRICTS

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

Sixth Street, Houston to Muskegon &
Windsor, Henry to Barclay

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

- **All parcels abutting Sixth Street from Houston to Muskegon**

*&*

- **All properties abutting Windsor from Henry to Barclay**

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

THE HEARING WILL BE HELD IN THE MUSKEGON CITY COMMISSION CHAMBERS ON ***FEBRUARY 13, 2001 AT 5:30 O'CLOCK P.M.***

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

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

PUBLISH: **FEBRUARY 3, 2001**

Gail Kundinger, City Clerk

ADA POLICY

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

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

H-1528 Sixth Street, Houston avenue to Muskegon Avenue.

| | | | | | |
|---|---|---|---|---|---|
| 24-205-348-0007-00 | KNIGHT JOHNNIE | | | ASSESSABLE FEET: | 55 |
| 24-31-30-251-008 | 406 HOUSTON AVE | | | COST PER FOOT: | $36.35 |
| @ 0 6TH ST | MUSKEGON | MI | 49441 | ESTIMATED P.O. COST: | $1,999.25 |
| #: 5 | | | | | |
| 24-205-347-0001-00 | SEARER JAMES R | | | ASSESSABLE FEET: | 46 |
| 24-31-30-183-009 | 113 EMMETT ST | | | COST PER FOOT: | $36.35 |
| @ 0 W MUSKEGON | GRAND HAVEN | MI | 49417 | ESTIMATED P.O. COST: | $1,672.10 |
| #: 1 | | | | | |
| 24-205-348-0007-10 | KNIGHT JOHNNIE | | | ASSESSABLE FEET: | 38.5 |
| 24-31-30-251-009 | 406 HOUSTON AVE | | | COST PER FOOT: | $36.35 |
| @ 414 HOUSTON A | MUSKEGON | MI | 49441 | ESTIMATED P.O. COST: | $1,399.48 |
| #: 6 | | | | | |
| 24-205-347-0012-00 | MITCHELL ROBERT | | | ASSESSABLE FEET: | 66 |
| 24-31-30-183-020 | 1260 7TH ST. | | | COST PER FOOT: | $36.35 |
| @ 428 HOUSTON A | MUSKEGON | MI | 49441 | ESTIMATED P.O. COST: | $2,399.10 |
| #: 3 | | | | | |
| 24-205-348-0006-00 | ARNOLD DELORIS | | | ASSESSABLE FEET: | 66 |
| 24-31-30-184-003 | 441 W. MUSKEGON AVE. | | | COST PER FOOT: | $36.35 |
| @ 441 W MUSKEGON | MUSKEGON | MI | 49442 | ESTIMATED P.O. COST: | $2,399.10 |
| #: 4 | | | | | |
| 24-205-347-0001-10 | SEARER JAMES R | | | ASSESSABLE FEET: | 40 |
| 24-31-30-183-010 | 113 EMMETT ST | | | COST PER FOOT: | $36.35 |
| @ 1221 6TH ST | GRAND HAVEN | MI | 49417 | ESTIMATED P.O. COST: | $1,454.00 |
| #: 2 | | | | | |

SUM OF ASSESSABLE FOOTAGE: 311.50 SUM OF ESTIMATED P.O. COST: $11,323.03

TOTAL NUMBER OF ASSESSABLE PARCELS 6 % OF TOTAL PROJECT: 13.3212058823529

**AFFIDAVIT OF MAILING BY CITY CLERK**

STATE OF MICHIGAN )
) SS
COUNTY OF MUSKEGON )

GAIL A. KUNDINGER, BEING FIRST DULY SWORN, DEPOSES AND SAYS THAT SHE IS THE CITY CLERK OF THE CITY OF MUSKEGON; THAT AT A HEARING HELD ON THE 13 TH DAY OF FEBRUARY, 2001 THE CITY COMMISSION ADOPTED A RESOLUTION CREATING THE FOLLOWING SPECIAL ASSESSMENT DISTRICT:

All parcels abutting Sixth Street from the North ROW line of Houston Avenue to the south ROW line of Muskegon Avenue.

A NOTICE OF THE SAID HEARING WAS DULY PUBLISHED IN THE MUSKEGON CHRONICLE, A DAILY NEWSPAPER OF GENERAL CIRCULATION IN THE CITY OF MUSKEGON, ON FEBRUARY 3, 2001.

DEPONENT FURTHER SAYS THAT THE NOTICE OF HEARING WAS SERVED UPON EACH OWNER OF OR PARTY IN INTEREST IN PROPERTY TO BE ASSESSED IN THE SPECIAL ASSESSMENT DISTRICT WHOSE NAME APPEARS UPON THE LAST TAX ASSESSMENT RECORDS OF THE CITY OF MUSKEGON BY MAILING SUCH NOTICE IN A SEALED ENVELOPE BY FIRST CLASS UNITED STATES MAIL, WITH POSTAGE PREPAID, ADDRESSED TO EACH SUCH OWNER OR PARTY IN INTEREST AT THE ADDRESS SHOWN ON SAID LAST TAX ASSESSMENT RECORDS BY DEPOSITING THEM IN AN OFFICIAL UNITED STATES MAIL RECEPTACLE ON THE 2ND DAY OF FEBRUARY, 2001.

____________________________
GAIL A. KUNDINGER, CITY CLERK

SUBSCRIBED AND SWORN TO BEFORE ME THIS
________ DAY OF ____________________, 2001.

____________________________________
NOTARY PUBLIC, MUSKEGON COUNTY, MICHIGAN

MY COMMISSION EXPIRES ____________________

RECEIVED
FEB - 7 2001
City Clerks Office

SPECIAL ASSESSMENT

# HEARING RESPONSE CARD

To have your vote count, please

Return This Card By: FEBRUARY 13,2001

Project Title: Sixth Street, Houston avenue to Muskegon Avenue.

Project Description: All parcels abutting Sixth Street from the North ROW line of Houston Avenue to the south ROW line of Muskegon Avenue.

## INSTRUCTIONS

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

## Assessment Information

| | | |
|---|---|---|
| Property Address: | 1221 | 6TH ST |
| Parcel Number | 24-205-347-0001-10 | |
| MAP Number: | 24-31-30-183-010 | |
| Assessable Frontage: | 40 | Feet |
| Estimated Front Foot Cost: | $36.35 | per Foot |
| **ESTIMATED TOTAL COST** | **$1,454.00** | |

## Property Description

SLY 40 FT LOT 1 BLK 347

Your vote COUNTS!

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

I AM IN FAVOR ☐ I AM OPPOSED ☒

Owner ______ Owner James R Searer

Signature ______ Signature James R Searer

Address ______ Address 113 EMMETT

Thank you for taking your time to vote on this important issue. GRAND HAVEN MI 49417

2

RECEIVED

FEB 1 3 2001

City Clerks Office

SPECIAL ASSESSMENT

# HEARING RESPONSE CARD

To have your vote count, please

Return This Card By: FEBRUARY 13,2001

Project Title: Sixth Street, Houston avenue to Muskegon Avenue.

Project Description: All parcels abutting Sixth Street from the North ROW line of Houston Avenue to the south ROW line of Muskegon Avenue.

## INSTRUCTIONS

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

## Assessment Information

| | |
|---|---|
| Property Address: | 441 W MUSKEGON AVE |
| Parcel Number | 24-205-348-0006-00 |
| MAP Number: | 24-31-30-184-003 |
| Assessable Frontage: | 66 Feet |
| Estimated Front Foot Cost: | $36.35 per Foot |
| **ESTIMATED TOTAL COST** | **$2,399.10** |

## Property Description

W 1/2 LOT 5 AND ALL LOT 6 BLK 348

Your vote COUNTS!

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

I AM IN FAVOR ☐ I AM OPPOSED ☒

Owner ______________ Owner Deloris Arnold-Johnson

Signature ______________ Signature Deloris Arnold-Johnson

Address ______________ Address 441 W. Muskegon Ave

ARNOLD DELORIS

4

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

RECEIVED
FEB 1 2 200?
City Clerks Office

SPECIAL ASSESSMENT

# HEARING RESPONSE CARD

To have your vote count, please

Return This Card By: FEBRUARY 13,2001

Project Title: Sixth Street, Houston avenue to Muskegon Avenue.

Project Description: All parcels abutting Sixth Street from the North ROW line of Houston Avenue to the south ROW line of Muskegon Avenue.

## INSTRUCTIONS

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

## Assessment Information

| | | |
|---|---|---|
| Property Address: | 414 | HOUSTON AVE |
| Parcel Number | 24-205-348-0007-10 | |
| MAP Number: | 24-31-30-251-009 | |
| Assessable Frontage: | 38.5 | Feet |
| Estimated Front Foot Cost: | $36.35 | per Foot |
| **ESTIMATED TOTAL COST** | **$1,399.48** | |

## Property Description

SELY 77 FT LOT 7 BLK 348

Your vote COUNTS!

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

I AM IN FAVOR ☐ I AM OPPOSED ☒

Owner ______ Owner John Knight

Signature ______ Signature John Knight

Address ______ Address 406 Houston Ave.

KNIGHT JOHNNIE

6

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

RECEIVED
FEB 9 2001
City Clerks Office

# SPECIAL ASSESSMENT

## HEARING RESPONSE CARD

To have your vote count, please

Return This Card By: FEBRUARY 13,2001

Project Title: Sixth Street, Houston avenue to Muskegon Avenue.

Project Description: All parcels abutting Sixth Street from the North ROW line of Houston Avenue to the south ROW line of Muskegon Avenue.

INSTRUCTIONS

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

Assessment Information

| | | |
|---|---|---|
| Property Address: | 0 W | MUSKEGON AVE |
| Parcel Number | 24-205-347-0001-00 | |
| MAP Number: | 24-31-30-183-009 | |
| Assessable Frontage: | 46 | Feet |
| Estimated Front Foot Cost: | $36.35 | per Foot |
| **ESTIMATED TOTAL COST** | **$1,672.10** | |

Property Description

NLY 92 FT LOT 1 BLK 347

Your vote COUNTS!

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

I AM IN FAVOR ☐ I AM OPPOSED ☒

| | | | |
|---|---|---|---|
| Owner | | Owner | JAMES R SEARER |
| Signature | | Signature | James R Searer |
| Address | | Address | 113 EMMETT |

Thank you for taking your time to vote on this important issue. GRAND HAVEN MI 49417

SEARER JAMES R

1

RECEIVED
FEB - 8 2001
City Clerks Office

# SPECIAL ASSESSMENT

## HEARING RESPONSE CARD

To have your vote count, please

Return This Card By: FEBRUARY 13,2001

Project Title: Sixth Street, Houston avenue to Muskegon Avenue.

Project Description: All parcels abutting Sixth Street from the North ROW line of Houston Avenue to the south ROW line of Muskegon Avenue.

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Assessment Information

| | |
|---|---|
| Property Address: | 0 6TH ST |
| Parcel Number | 24-205-348-0007-00 |
| MAP Number: | 24-31-30-251-008 |
| Assessable Frontage: | 55 Feet |
| Estimated Front Foot Cost: | $36.35 per Foot |
| **ESTIMATED TOTAL COST** | **$1,999.25** |

Property Description

NWLY 55 FT LOT 7 BLK 348

Your vote COUNTS!

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

I AM IN FAVOR ☐ I AM OPPOSED ☒

Owner ~~John Knight~~ Owner John Knight
Signature ~~John Knight~~ Signature John Knight
Address ~~406 Houston Ave~~ Address 406 Houston Ave.

KNIGHT JOHNNIE

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

## H-1528 SIXTH STREET, HOUSTON TO MUSKEGON

## PROPERTY OWNER SPECIAL ASSESSMENT RESPONSE TABULATION

| | FEET | PERCENTAGE |
|---|---|---|
| TOTAL ASSESSABLE FRONT FOOTAGE | 311.500 | |
| FRONT FEET OPPOSED | 245.5 | 78.81% |
| RESPONDING FRONT FEET IN FAVOR | 0.000 | 0.00% |
| NOT RESPONDING - FRONT FEET IN FAVOR | 66.000 | 21.19% |
| TOTAL FRONT FEET IN FAVOR | 66.000 | 21.19% |

total of 6 parcels

| FOR | | | | OPPOSE | | | |
|---|---|---|---|---|---|---|---|
| ADD. | # | MAP # | FT | # | ADD. | MAP # | FT |
| | | | | 1 | 0 M | 24-31-30-183-009 | 46 |
| | | | | 2 | 1221 | 24-31-30-183-010 | 40 |
| | | | | 4 | 441 M | 24-31-30-184-003 | 66 |
| | | | | 5 | 0 | 24-31-30-251-008 | 55 |
| | | | | 6 | 414 H | 24-31-30-251-009 | 38.5 |
| | TOTALS | | 0 | | | | 245.5 |

TABULATED AS OF: 02/13/01 05:07 PM

Date: January 23, 2001

To: Honorable Mayor and City Commissioners

From: Engineering

RE: Public Hearing
Create Special Assessment District for:
**Windsor Ave., Henry to Barclay**

---

## SUMMARY OF REQUEST:

To hold a public hearing on the proposed special assessment of the **Windsor Ave., Henry Street to Barclay** project and to create the special assessment district and appoint two City Commissioners to the Board of Assessors if it is determined to proceed with the project

## FINANCIAL IMPACT:

None at this time.

## BUDGET ACTION REQUIRED:

None at this time.

## STAFF RECOMMENDATION:

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

## COMMITTEE RECOMMENDATION:

CITY OF MUSKEGON

Resolution No. 2001-15(c)

Resolution At First Hearing Creating Special Assessment District
For **Windsor from Henry to Barclay**
Location and Description of Properties to be Assessed:
See Exhibit A attached to this resolution

RECITALS:

1. A hearing has been held on **February 13, 2001** at 5:30 o'clock p.m. at the City Commission Chambers. Notice was given by mail and publication as required by law.

2. That estimates of costs of the project, a feasibility report and valuation and benefit information are on file with the City and have been reviewed for this hearing.

3. At the hearing held **February 13, 2001**, there were 24.11 % objections by the owners of the property in the district registered at the hearing either in writing received before or at the hearing or by owners or agents present at the hearing, and the Commission has considered the advisability of proceeding with the project.

FINDINGS:

1. The City Commission has examined the estimates of cost to construct the project including all assessable expenses and determines them to be reasonable.

2. The City Commission has considered the value of the property to be assessed and the value of the benefit to be received by each property proposed to be assessed in the district after the improvements have been made. The City Commission determines that the assessments of costs of the City project will enhance the value of the properties to be assessed in an amount at least equivalent to the assessment and that the improvement thereby constitutes a benefit to the property.

THEREFORE, BE IT RESOLVED:

1. The City Commission hereby declares a special assessment district to include the property set forth in Exhibit A attached to this resolution.

2. The City Commission determines to proceed with the improvements as set forth in the feasibility study and estimates of costs, and directs the City Engineer to proceed with project design, preparation of specifications and the bidding process. If appropriate and if bonds are to be sold for the purposes of financing the improvements, the Finance Department shall prepare plans for financing including submission of application to the Michigan Department of Treasury and the beginning of bond proceedings.
3. The City Commission hereby appoints a Board of Assessors consisting of City Commissioners Aslakson and Spataro

and the City Assessor who are hereby directed to prepare an assessment roll. Assessments shall be made upon front foot basis.

4. Based on the City's Special Assessment policy and preliminary estimates it is expected that approximately **28.09%** of the cost of the street improvement will be paid by special assessments.

5. Upon submission of the special assessment roll, the City staff is hereby directed to notify all owners and persons interested in properties to be assessed of the hearing at which the City Commission will consider confirmation of the special assessment roll.

This resolution adopted.

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

Nays Benedict

CITY OF MUSKEGON

By Gail A. Kundinger

Gail A. Kundinger, Clerk

ACKNOWLEDGMENT

This resolution was adopted at a meeting of the City Commission, held on **February 13, 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. Kundinger

Gail A. Kundinger, Clerk

EXHIBIT A

# Windsor from Henry to Barclay

## SPECIAL ASSESSMENT DISTRICT

All properties abutting that section of **Windsor from Henry to Barclay**

# AFFIDAVIT OF MAILING BY CITY CLERK

STATE OF MICHIGAN )
) SS
COUNTY OF MUSKEGON )

GAIL A. KUNDINGER, BEING FIRST DULY SWORN, DEPOSES AND SAYS THAT SHE IS THE CITY CLERK OF THE CITY OF MUSKEGON; THAT AT A HEARING HELD ON THE 13 TH DAY OF FEBRUARY, 2001 THE CITY COMMISSION ADOPTED A RESOLUTION CREATING THE FOLLOWING SPECIAL ASSESSMENT DISTRICT:

All parcels abutting Windsor Avenue from the east ROW line of Barclay Street to the west ROW line of Henry Street.

A NOTICE OF THE SAID HEARING WAS DULY PUBLISHED IN THE MUSKEGON CHRONICLE, A DAILY NEWSPAPER OF GENERAL CIRCULATION IN THE CITY OF MUSKEGON, ON FEBRUARY 3, 2001.

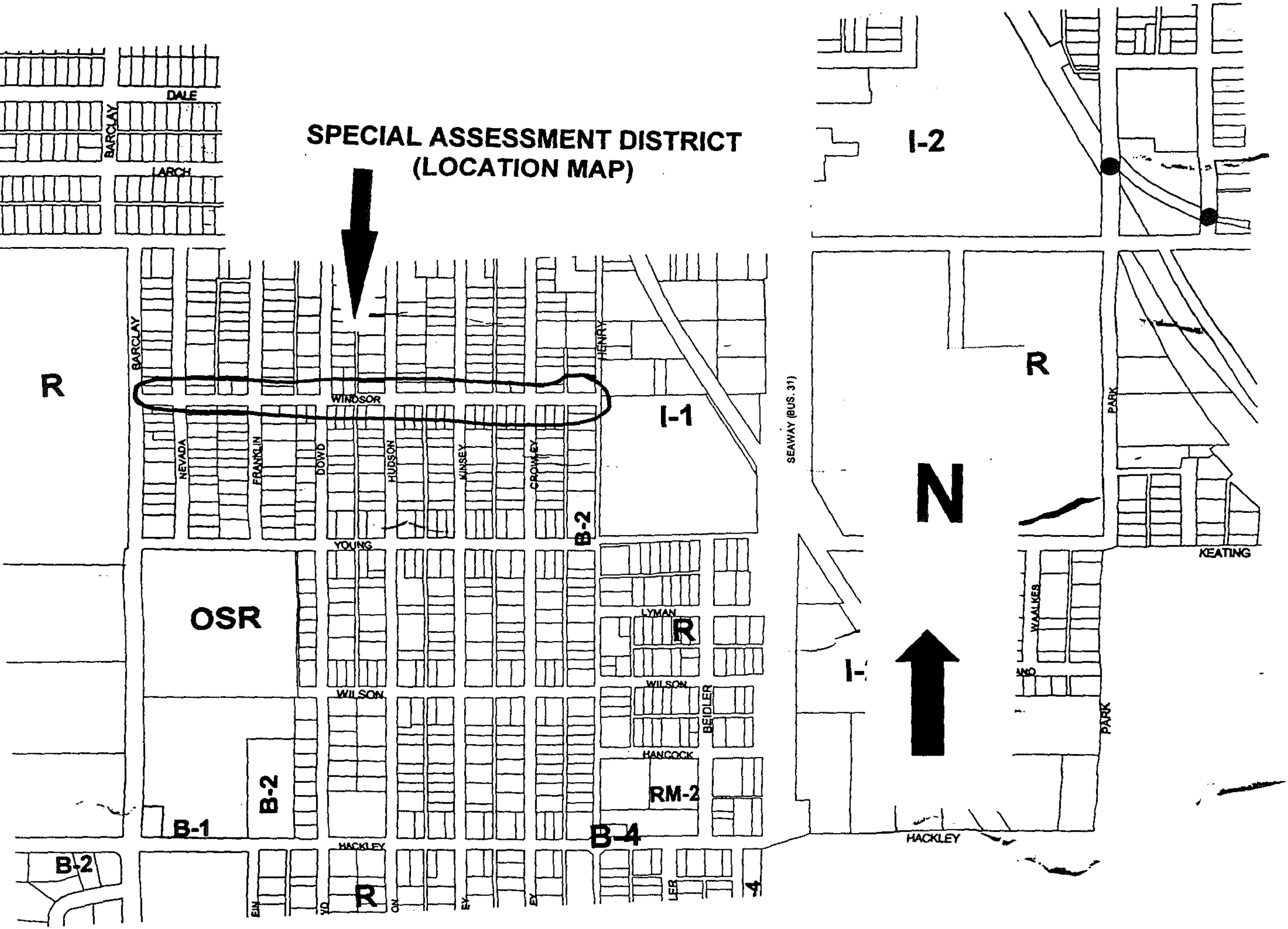
DEPONENT FURTHER SAYS THAT THE NOTICE OF HEARING WAS SERVED UPON EACH OWNER OF OR PARTY IN INTEREST IN PROPERTY TO BE ASSESSED IN THE SPECIAL ASSESSMENT DISTRICT WHOSE NAME APPEARS UPON THE LAST TAX ASSESSMENT RECORDS OF THE CITY OF MUSKEGON BY MAILING SUCH NOTICE IN A SEALED ENVELOPE BY FIRST CLASS UNITED STATES MAIL, WITH POSTAGE PREPAID, ADDRESSED TO EACH SUCH OWNER OR PARTY IN INTEREST AT THE ADDRESS SHOWN ON SAID LAST TAX ASSESSMENT RECORDS BY DEPOSITING THEM IN AN OFFICIAL UNITED STATES MAIL RECEPTACLE ON THE 2ND DAY OF FEBRUARY, 2001.

Gail A. Kundinger
GAIL A. KUNDINGER, CITY CLERK

SUBSCRIBED AND SWORN TO BEFORE ME THIS
15th DAY OF February, 2001.

Linda S. Potter
NOTARY PUBLIC, MUSKEGON COUNTY, MICHIGAN

MY COMMISSION EXPIRES 9-25-02


SPECIAL ASSESSMENT DISTRICT
(LOCATION MAP)
N
DALE
BARCLAY
LARCH
WINDSOR
NEVADA
FRANKLIN
DOWD
HUDSON
KINSEY
CROWLEY
HENRY
YOUNG
WILSON
HACKLEY
LYMAN
BEIDLER
HANCOCK
SEAWAY (BUS. 31)
PARK
KEATING
WAALKES
R
I-2
I-1
B-2
OSR
RM-2
B-1
B-4

**ENGINEERING FEASIBILITY STUDY**
**Windsor from Henry to Barclay**

The proposed new construction on **Windsor from Henry to Barclay,** see attached location map, was initiated by the City due to the following reasons:

1. That section of Windsor between Kinsey & Barclay is gravel, therefore, in keeping with the City's goals of eliminating all gravel roads made this road a leading candidate for roadway construction.
2. The need to improve the water flow as well as upgrading the water services. This will be accomplished by the proposed installation of a new 8" water main between Henry and Barclay.

The combination of the above reasons makes the selection of this street for improvements an ideal one.

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

The preliminary cost estimate for the work associated with paving is approximately $250,000 with the length of the project being approximately 1,960 lineal feet or 2299.27 of assessable front footage. This translates into an estimated improvement cost of $108.73 per assessable foot. The assessment figures will be at a cost not to exceed $36.35 per front foot for the gravel section of Windsor between Kinsey and Barclay and an assessment of $17.70 for that section of Windsor between Kinsey & Henry since the proposed type of improvement on this section is Milling & Resurfacing.

# MUSKEGON COUNTY
M I C H I G A N

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

**EQUALIZATION DEPARTMENT**




January 22, 2001

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

Mr. Al-Shatel:

In accordance with your request, I have examined the proposed special assessment district entailing the paving of Windsor Avenue between Kinsey Street and Barclay Street and the resurfacing of Windsor Avenue between Henry Street and Kinsey Street. The purpose of this analysis is to document the reasonableness of this special assessment district by identifying and quantifying any accrued benefits. It is subject to the normal governmental restrictions of escheat, taxation, police power and eminent domain. The effective date is January 22, 2001.

In conclusion, it is my opinion that the special assessment amounts justly and reasonably represents the accrued benefits to the properties encompassed by this project. The amounts reflect the sum of the immediate estimated value enhancement and the intrinsic value that will accrue from an overall increase in property values due to an improved quality of life created by the proposed project. As previously presented, the proposed special assessment district encompasses primarily residential properties. The front foot rate of $36.35 for the paving of Windsor Avenue between Kinsey Street and Barclay Street appears reasonable in light of analysis that indicates a possible enhancement of $35.87. Additionally, the front foot rate of $17.70 for the resurfacing of Windsor Avenue between Kinsey Street and Henry Street appears reasonable in light of analysis that indicates a possible enhancement of $16.72. The conclusions are based upon the data presented within this limited analysis in restricted format, and on supporting information in my files.

Sincerely,

Jerry A. Groeneveld

Jerry A Groeneveld, CMAE 3

Senior Appraiser

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

Assessor
231/724-6708
FAX/726-5181

Cemetery
231/724-6783
FAX/726-5617

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

Clerk
231/724-6705
FAX/724-4178

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

Engineering
231/724-6707
FAX/727-6904

Finance
231/724-6713
FAX/724-6768

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

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

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

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

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

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

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

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

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

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

Treasurer
231/724-6720
FAX/724-6768

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

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

MUSKEGON

West Michigan's Shoreline City

February 2, 2001

Parcel Number __________: at ______________

## *NOTICE OF HEARING ON SPECIAL ASSESSMENT*

Dear Property Owner:

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

Windsor Avenue, from Barclay Street to Henry Street.

The proposed special assessment district will be located as follows:

All parcels abutting Windsor Avenue from the east ROW line of Barclay Street to the west ROW line of Henry Street.

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

### *Public Hearings*

An initial public hearing to consider the creation of a special assessment district will be held at the City of Muskegon City Commission Chambers on FEBRUARY 13, 2001 at 5:30 P.M. You are encouraged to appear at this hearing, either in person, by agent or in writing to express your opinion, approval, or objection concerning the proposed special assessment. We are enclosing a Hearing Response Card for you to indicate your agreement or opposition to the special assessment. This card includes the property identification and description, assessable footage per City policy, and the estimated cost of the assessment. You may also appear, as above, in lieu of, or in addition to mailing your response card to the City Clerk. Written objections or appearances must be made at or prior to the hearing. NOTE: THE SPECIAL ASSESSMENT WILL BE CREATED OR NULLIFIED AT THIS HEARING. IT IS IMPORTANT FOR YOU TO COMMENT AT THIS HEARING IF YOU WANT YOUR OPINION COUNTED FOR THE SPECIAL ASSESSMENT.

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

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

## ***Estimated Costs***

The total estimated cost of the street portion of the project is $250,000 of which approximately 28.09% ($70,234.39) will be paid by special assessment to property owners. Your property's estimated share of the special assessment is shown on the attached hearing response card. The remaining costs will be paid by the City.

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

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

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

Sincerely,

Mohammed Alshatel

Mohammed Al-Shatel, P.E.
City Engineer

# Special Assessment Payment Options

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

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

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

***II. Installment Payments***

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

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

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

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

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

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

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

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

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

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

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

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

SPECIAL ASSESSMENT

# HEARING RESPONSE CARD

To have your vote count, please

Return This Card By: FEBRUARY 13, 2001

Project Title: Windsor Avenue, from Barclay Street to Henry Street.

Project Description: All parcels abutting Windsor Avenue from the east ROW line of Barclay Street to the west ROW line of Henry Street.

## INSTRUCTIONS

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

Assessment Information

Property Address:

Parcel Number

MAP Number:

Assessable Frontage:

Estimated Front Foot Cost:

**ESTIMATED TOTAL COST**

Property Description

LAKETON AVE ADDITION LOT 74 & E 1/2 LOT 75

Your vote COUNTS!

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

I AM IN FAVOR ☐ I AM OPPOSED ☐

Owner ______________________ Owner ______________________

Signature ______________________ Signature ______________________

Address ______________________ Address ______________________

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

**CITY OF MUSKEGON**
**WINDSOR AVENUE H-1519**
**REQUEST FOR WAIVER OF SPECIAL ASSESSMENT**

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

**Dear Resident:**

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

## Application Requirements:

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

**2000**

65% MEDIAN HOUSEHOLD INCOME CHART

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

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

✓ **Applicants must submit proof of current property insurance**.

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

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

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

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

CITY OF MUSKEGON
NOTICE OF PUBLIC HEARINGS
SPECIAL ASSESSMENT DISTRICTS

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

Sixth Street, Houston to Muskegon &
Windsor, Henry to Barclay

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

- **All parcels abutting Sixth Street from Houston to Muskegon**

*&*

- **All properties abutting Windsor from Henry to Barclay**

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

THE HEARING WILL BE HELD IN THE MUSKEGON CITY COMMISSION CHAMBERS ON ***FEBRUARY 13, 2001 AT 5:30 O'CLOCK P.M.***

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

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

PUBLISH: **FEBRUARY 3, 2001**

Gail Kundinger, City Clerk

ADA POLICY

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

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

H-1519 Windsor Avenue, from Barclay Street to Henry Street.

| | | | | | |
|---|---|---|---|---|---|
| 24-525-000-0074-00 | HEKKEMA ALBERT M | | | ASSESSABLE FEET: | 60 |
| 24-30-36-228-026 | 620 CENTER ST | | | COST PER FOOT: | $17.70 |
| @ 1895 CROWLEY S | MUSKEGON | MI | 49445 | ESTIMATED P.O. COST: | $1,062.00 |
| #: 1 | | | | | |

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|---|---|---|---|---|---|
| 24-525-000-0076-00 | RODRIGUEZ RAMIRO/BERTA | | | ASSESSABLE FEET: | 60 |
| 24-30-36-229-014 | 1896 CROWLEY ST | | | COST PER FOOT: | $17.70 |
| @ 1896 CROWLEY S | MUSKEGON | MI | 49441 | ESTIMATED P.O. COST: | $1,062.00 |
| #: 2 | | | | | |

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|---|---|---|---|---|---|
| 24-480-002-0019-10 | WALKER ROBERT G | | | ASSESSABLE FEET: | 70 |
| 24-30-36-204-026 | 1895 FRANKLIN ST | | | COST PER FOOT: | $36.35 |
| @ 1895 FRANKLIN S | MUSKEGON | MI | 49441 | ESTIMATED P.O. COST: | $2,544.50 |
| #: 3 | | | | | |

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|---|---|---|---|---|---|
| 24-480-001-0014-00 | GILLAND MICHELLE E | | | ASSESSABLE FEET: | 68.07 |
| 24-30-36-205-013 | 1898 FRANKLIN ST | | | COST PER FOOT: | $36.35 |
| @ 1898 FRANKLIN S | MUSKEGON | MI | 49441 | ESTIMATED P.O. COST: | $2,474.34 |
| #: 4 | | | | | |

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|---|---|---|---|---|---|
| 24-480-006-0001-00 | ROELOFS DANIEL | | | ASSESSABLE FEET: | 35.7 |
| 24-30-36-210-001 | 1007 WINDSOR AVE | | | COST PER FOOT: | $36.35 |
| @ 1910 FRANKLIN S | MUSKEGON | MI | 49441 | ESTIMATED P.O. COST: | $1,297.70 |
| #: 5 | | | | | |

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|---|---|---|---|---|---|
| 24-480-005-0028-00 | KOOI LARRY A | | | ASSESSABLE FEET: | 66 |
| 24-30-36-209-013 | 1911 FRANKLIN ST | | | COST PER FOOT: | $36.35 |
| @ 1911 FRANKLIN S | MUSKEGON | MI | 49441 | ESTIMATED P.O. COST: | $2,399.10 |
| #: 6 | | | | | |

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|---|---|---|---|---|---|
| 24-525-000-0099-00 | POTHOFF WAYNE R/ROBERTA J | | | ASSESSABLE FEET: | 60 |
| 24-30-36-229-023 | 1893 HENRY ST | | | COST PER FOOT: | $17.70 |
| @ 1893 HENRY ST | MUSKEGON | MI | 49441 | ESTIMATED P.O. COST: | $1,062.00 |
| #: 7 | | | | | |

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|---|---|---|---|
| 24-175-000-0015-00 | BUDNIC JENNIE | ASSESSABLE FEET: | 60 |
| 24-30-36-233-015 | 1933 CROWLEY ST | COST PER FOOT: | $17.70 |
| @ 1907 HENRY ST | MUSKEGON MI 49441 | ESTIMATED P.O. COST: | $1,062.00 |
| #: 8 | | | |
| 24-525-000-0015-00 | MUSKEGON APOSTOLIC TABER | ASSESSABLE FEET: | 58.5 |
| 24-30-36-226-023 | PO BOX 1249 | COST PER FOOT: | $36.35 |
| @ 1895 HUDSON ST | MUSKEGON MI 49443-1249 | ESTIMATED P.O. COST: | $2,126.48 |
| #: 9 | | | |
| 24-525-000-0016-00 | LOWING LAURA | ASSESSABLE FEET: | 62.5 |
| 24-30-36-227-013 | 1896 HUDSON ST | COST PER FOOT: | $36.35 |
| @ 1896 HUDSON ST | MUSKEGON MI 49441 | ESTIMATED P.O. COST: | $2,271.88 |
| #: 10 | | | |
| 24-175-000-0103-00 | LAKE MABEL N | ASSESSABLE FEET: | 78 |
| 24-30-36-230-005 | 1911 HUDSON ST | COST PER FOOT: | $36.35 |
| @ 1911 HUDSON ST | MUSKEGON MI 49441 | ESTIMATED P.O. COST: | $2,835.30 |
| #: 11 | | | |
| 24-175-000-0048-00 | GARRILLO ALFRED/SAMANTHA | ASSESSABLE FEET: | 39 |
| 24-30-36-232-001 | 1914 KINSEY ST | COST PER FOOT: | $17.70 |
| @ 1914 KINSEY ST | MUSKEGON MI 49441 | ESTIMATED P.O. COST: | $690.30 |
| #: 12 | | | |
| 24-480-003-0015-00 | JOSEPHSON GEORGE L | ASSESSABLE FEET: | 67 |
| 24-30-36-203-012 | 1897 NEVADA ST | COST PER FOOT: | $36.35 |
| @ 1897 NEVADA ST | MUSKEGON MI 49441 | ESTIMATED P.O. COST: | $2,435.45 |
| #: 13 | | | |
| 24-480-004-0001-00 | EDGERTON BRIAN/RUTH | ASSESSABLE FEET: | 47 |
| 24-30-36-208-012 | 1911 NEVADA ST | COST PER FOOT: | $36.35 |
| @ 1911 NEVADA ST | MUSKEGON MI 49441 | ESTIMATED P.O. COST: | $1,708.45 |
| #: 14 | | | |

H-1519 Windsor Avenue, from Barclay Street to Henry Street.

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|---|---|---|---|---|---|---|
| 24-175-000-0108-00 | | | ZELLER WILLIAM/JANET | | ASSESSABLE FEET: | 39 |
| 24-30-36-230-001 | | | 971 WINDSOR AVE | | COST PER FOOT: | $36.35 |
| @ | 0 | WINDSOR A | MUSKEGON | MI 49441 | ESTIMATED P.O. COST: | $1,417.65 |
| #: | 16 | | | | | |
| 24-175-000-0134-00 | | | RUHSTORFER ANGELA M | | ASSESSABLE FEET: | 38 |
| 24-30-36-210-004 | | | 993 WINDSOR AVE | | COST PER FOOT: | $36.35 |
| @ | 0 | WINDSOR A | MUSKEGON | MI 49441 | ESTIMATED P.O. COST: | $1,381.30 |
| #: | 15 | | | | | |
| 24-175-000-0016-00 | | | DONEY ROBERT G | | ASSESSABLE FEET: | 40 |
| 24-30-36-233-003 | | | 829 WINDSOR AVE | | COST PER FOOT: | $17.70 |
| @ | 829 | WINDSOR A | MUSKEGON | MI 49441 | ESTIMATED P.O. COST: | $708.00 |
| #: | 17 | | | | | |
| 24-175-000-0017-00 | | | HOLT JAMES E/ROSELLA A | | ASSESSABLE FEET: | 40 |
| 24-30-36-233-002 | | | 835 WINDSOR AVE | | COST PER FOOT: | $17.70 |
| @ | 835 | WINDSOR A | MUSKEGON | MI 49441 | ESTIMATED P.O. COST: | $708.00 |
| #: | 18 | | | | | |
| 24-175-000-0018-00 | | | MATZ MARY A TRUST | | ASSESSABLE FEET: | 40 |
| 24-30-36-233-001 | | | 841 WINDSOR | | COST PER FOOT: | $17.70 |
| @ | 841 | WINDSOR A | MUSKEGON | MI 49441 | ESTIMATED P.O. COST: | $708.00 |
| #: | 19 | | | | | |
| 24-175-000-0043-00 | | | HAWRYLIW NEIL A | | ASSESSABLE FEET: | 40 |
| 24-30-36-232-006 | | | 1366 SEMINOLE RD | | COST PER FOOT: | $17.70 |
| @ | 855 | WINDSOR A | MUSKEGON | MI 49441 | ESTIMATED P.O. COST: | $708.00 |
| #: | 20 | | | | | |
| 24-175-000-0044-00 | | | KAMMERS DALE | | ASSESSABLE FEET: | 40 |
| 24-30-36-232-005 | | | 859 WINDSOR AVE | | COST PER FOOT: | $17.70 |
| @ | 859 | WINDSOR A | MUSKEGON | MI 49441 | ESTIMATED P.O. COST: | $708.00 |
| #: | 21 | | | | | |

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| 24-175-000-0045-00 | LAPAJCZYK OLGA | ASSESSABLE FEET: | 40 |
| 24-30-36-232-004 | 865 WINDSOR AVE | COST PER FOOT: | $17.70 |
| @ 865 WINDSOR A | MUSKEGON MI 49441 | ESTIMATED P.O. COST: | $708.00 |
| #: 22 | | | |
| 24-525-000-0075-00 | HEKKEMA ALBERT M | ASSESSABLE FEET: | 60 |
| 24-30-36-228-016 | 620 CENTER ST | COST PER FOOT: | $17.70 |
| @ 866 WINDSOR A | MUSKEGON MI 49445 | ESTIMATED P.O. COST: | $1,062.00 |
| #: 23 | | | |
| 24-175-000-0046-00 | HANDY ELAINE V | ASSESSABLE FEET: | 39 |
| 24-30-36-232-003 | 873 WINDSOR AVE | COST PER FOOT: | $17.70 |
| @ 873 WINDSOR A | MUSKEGON MI 49441 | ESTIMATED P.O. COST: | $690.30 |
| #: 24 | | | |
| 24-175-000-0047-00 | GORDON MICHAEL E | ASSESSABLE FEET: | 39 |
| 24-30-36-232-002 | 2203 CLIFFORD ST | COST PER FOOT: | $17.70 |
| @ 879 WINDSOR A | MUSKEGON MI 49441 | ESTIMATED P.O. COST: | $690.30 |
| #: 25 | | | |
| 24-525-000-0046-00 | BUDNIC JENNIE | ASSESSABLE FEET: | 58.5 |
| 24-30-36-228-015 | 1933 CROWLEY ST | COST PER FOOT: | $17.70 |
| @ 884 WINDSOR A | MUSKEGON MI 49441 | ESTIMATED P.O. COST: | $1,035.45 |
| #: 26 | | | |
| 24-175-000-0073-00 | SCHROPP CAROL | ASSESSABLE FEET: | 39 |
| 24-30-36-231-006 | 899 WINDSOR AVE | COST PER FOOT: | $36.35 |
| @ 899 WINDSOR A | MUSKEGON MI 49441-0000 | ESTIMATED P.O. COST: | $1,417.65 |
| #: 27 | | | |
| 24-175-000-0074-00 | RYAN FLOYD A | ASSESSABLE FEET: | 39 |
| 24-30-36-231-005 | 905 WINDSOR AVE | COST PER FOOT: | $36.35 |
| @ 905 WINDSOR A | MUSKEGON MI 49441 | ESTIMATED P.O. COST: | $1,417.65 |
| #: 28 | | | |

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|---|---|---|---|
| 24-525-000-0045-00 | HOSLER SHERYL A | ASSESSABLE FEET: | 62.5 |
| 24-30-36-227-024 | 906 WINDSOR AVE | COST PER FOOT: | $36.35 |
| @ 906 WINDSOR A | MUSKEGON MI 49441 | ESTIMATED P.O. COST: | $2,271.88 |
| #: 29 | | | |

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|---|---|---|---|
| 24-175-000-0075-00 | RYAN FLOYD A | ASSESSABLE FEET: | 39 |
| 24-30-36-231-004 | 905 WINDSOR AVE | COST PER FOOT: | $36.35 |
| @ 913 WINDSOR A | MUSKEGON MI 49441 | ESTIMATED P.O. COST: | $1,417.65 |
| #: 30 | | | |

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|---|---|---|---|
| 24-175-000-0076-00 | SLATER CHESTER JR | ASSESSABLE FEET: | 39 |
| 24-30-36-231-003 | 1979 WEBSTER RD | COST PER FOOT: | $36.35 |
| @ 919 WINDSOR A | MONTAGUE MI 49437 | ESTIMATED P.O. COST: | $1,417.65 |
| #: 31 | | | |

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|---|---|---|---|
| 24-175-000-0077-00 | KARAFA JOHN T/LAURA D | ASSESSABLE FEET: | 39 |
| 24-30-36-231-002 | 1896 HUDSON | COST PER FOOT: | $36.35 |
| @ 925 WINDSOR A | MUSKEGON MI 49441 | ESTIMATED P.O. COST: | $1,417.65 |
| #: 32 | | | |

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| 24-175-000-0078-00 | MORENCY CHRIS A | ASSESSABLE FEET: | 39 |
| 24-30-36-231-001 | 931 WINDSOR AVE | COST PER FOOT: | $36.35 |
| @ 931 WINDSOR A | MUSKEGON MI 49441 | ESTIMATED P.O. COST: | $1,417.65 |
| #: 33 | | | |

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|---|---|---|---|
| 24-175-000-0105-00 | PUSEY ELDEN | ASSESSABLE FEET: | 39 |
| 24-30-36-230-004 | 955 WINDSOR AVE | COST PER FOOT: | $36.35 |
| @ 955 WINDSOR A | MUSKEGON MI 49441 | ESTIMATED P.O. COST: | $1,417.65 |
| #: 34 | | | |

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|---|---|---|---|
| 24-175-000-0106-00 | ZELLER WILLIAM/JANET | ASSESSABLE FEET: | 39 |
| 24-30-36-230-003 | 971 WINDSOR AVE | COST PER FOOT: | $36.35 |
| @ 963 WINDSOR A | MUSKEGON MI 49441 | ESTIMATED P.O. COST: | $1,417.65 |
| #: 35 | | | |

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|---|---|---|---|
| 24-500-000-0014-00 | TAV GLOBAL SOLUTIONS GROU | ASSESSABLE FEET: | 50 |
| 24-30-36-226-013 | 900 3RD ST STE 125 | COST PER FOOT: | $36.35 |
| @ 966 WINDSOR A | MUSKEGON MI 49440 | ESTIMATED P.O. COST: | $1,817.50 |
| #: 36 | | | |
| 24-175-000-0107-00 | ZELLER WILLIAM/JANET | ASSESSABLE FEET: | 39 |
| 24-30-36-230-002 | 971 WINDSOR AVE | COST PER FOOT: | $36.35 |
| @ 971 WINDSOR A | MUSKEGON MI 49441 | ESTIMATED P.O. COST: | $1,417.65 |
| #: 37 | | | |
| 24-500-000-0013-00 | LIND CHARLES A | ASSESSABLE FEET: | 50 |
| 24-30-36-226-012 | 972 WINDSOR AVE | COST PER FOOT: | $36.35 |
| @ 972 WINDSOR A | MUSKEGON MI 49441 | ESTIMATED P.O. COST: | $1,817.50 |
| #: 38 | | | |
| 24-500-000-0012-00 | WILSON RONALD L | ASSESSABLE FEET: | 100 |
| 24-30-36-205-022 | 990 WINDSOR AVE | COST PER FOOT: | $36.35 |
| @ 990 WINDSOR A | MUSKEGON MI 49441 | ESTIMATED P.O. COST: | $3,635.00 |
| #: 39 | | | |
| 24-175-000-0135-00 | RUHSTORFER ANGELA M | ASSESSABLE FEET: | 44.5 |
| 24-30-36-210-023 | 993 WINDSOR AVE | COST PER FOOT: | $36.35 |
| @ 993 WINDSOR A | MUSKEGON MI 49441 | ESTIMATED P.O. COST: | $1,617.58 |
| #: 40 | | | |
| 24-480-006-0001-10 | ROELOFS DANIEL | ASSESSABLE FEET: | 72.5 |
| 24-30-36-210-033 | 1007 WINDSOR AVE | COST PER FOOT: | $36.35 |
| @ 1007 WINDSOR A | MUSKEGON MI 49441 | ESTIMATED P.O. COST: | $2,635.38 |
| #: 41 | | | |
| 24-480-002-0019-00 | WHITE HEATHER/WHITE ROSE | ASSESSABLE FEET: | 55 |
| 24-30-36-204-015 | 1346 POULSON RD | COST PER FOOT: | $36.35 |
| @ 1046 WINDSOR A | MUSKEGON MI 49445 | ESTIMATED P.O. COST: | $1,999.25 |
| #: 42 | | | |

| | | | | | | |
|---|---|---|---|---|---|---|
| 24-480-005-0001-00 | | CZINDER STEPHEN | | | ASSESSABLE FEET: | 66 |
| 24-30-36-209-001 | | 1055 WINDSOR AVE | | | COST PER FOOT: | $36.35 |
| @ 1055 | WINDSOR A | MUSKEGON | MI | 49441 | ESTIMATED P.O. COST: | $2,399.10 |
| #: 43 | | | | | | |

| | | | | | | |
|---|---|---|---|---|---|---|
| 24-480-002-0018-00 | | ZIMMER PATRICIA | | | ASSESSABLE FEET: | 62.5 |
| 24-30-36-204-014 | | 1056 WINDSOR AVE | | | COST PER FOOT: | $36.35 |
| @ 1056 | WINDSOR A | MUSKEGON | MI | 49441 | ESTIMATED P.O. COST: | $2,271.88 |
| #: 44 | | | | | | |

| | | | | | | |
|---|---|---|---|---|---|---|
| 24-480-004-0001-10 | | KLIMSZA FREDRICK J/MORIANN | | | ASSESSABLE FEET: | 40 |
| 24-30-36-208-013 | | 4510 POULIN ST | | | COST PER FOOT: | $36.35 |
| @ 1095 | WINDSOR A | MUSKEGON | MI | 49441 | ESTIMATED P.O. COST: | $1,454.00 |
| #: 45 | | | | | | |

SUM OF ASSESSABLE FOOTAGE: 2299.27 SUM OF ESTIMATED P.O. COST: $70,234.39

TOTAL NUMBER OF ASSESSABLE PARCELS 45 % OF TOTAL PROJECT: 28.0937558

SPECIAL ASSESSMENT

RECEIVED
FEB - 6 2001
City Clerks Office

## HEARING RESPONSE CARD

To have your vote count, please

Return This Card By: FEBRUARY 13, 2001

Project Title: Windsor Avenue, from Barclay Street to Henry Street.

Project Description: All parcels abutting Windsor Avenue from the east ROW line of Barclay Street to the west ROW line of Henry Street.

INSTRUCTIONS

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Assessment Information

| | |
|---|---|
| Property Address: | 1895 CROWLEY ST |
| Parcel Number | 24-525-000-0074-00 |
| MAP Number: | 24-30-36-228-026 |
| Assessable Frontage: | 60 Feet |
| Estimated Front Foot Cost: | $17.70 per Foot |
| **ESTIMATED TOTAL COST** | **$1,062.00** |

Property Description

LAKETON AVE ADDITION LOT 74 & E 1/2 LOT 75

Your vote COUNTS!

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

I AM IN FAVOR ☐ I AM OPPOSED ☒

| | | | |
|---|---|---|---|
| Owner | | Owner | Albert M. Hekkema |
| Signature | | Signature | Albert M Hekkema |
| Address | | Address | 640 Center N.M. 1895 Crowley |

HEKKEMA ALBERT M

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

1

# SPECIAL ASSESSMENT

# HEARING RESPONSE CARD

RECEIVED
FEB - 6 2001
City Clerks Office

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Project Description: All parcels abutting Windsor Avenue from the east ROW line of Barclay Street to the west ROW line of Henry Street.

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## Assessment Information

| | | |
|---|---|---|
| Property Address: | 1911 | NEVADA ST |
| Parcel Number | 24-480-004-0001-00 | |
| MAP Number: | 24-30-36-208-012 | |
| Assessable Frontage: | 47 | Feet |
| Estimated Front Foot Cost: | $36.35 | per Foot |
| **ESTIMATED TOTAL COST** | **$1,708.45** | |

## Property Description

JEANNOT COURT E 94 FT LOT 1 BLK 4

Your vote COUNTS!

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

I AM IN FAVOR ☐ I AM OPPOSED ☒

| | | | |
|---|---|---|---|
| Owner | | Owner | Brian Edgerton |
| Signature | | Signature | Brian Edgerton |
| Address | | Address | 1911 Nevada St. |

EDGERTON BRIAN/RUTH

14

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

# SPECIAL ASSESSMENT

## HEARING RESPONSE CARD

RECEIVED
FEB - 6 2001
City Clerks Office

To have your vote count, please

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Project Title: Windsor Avenue, from Barclay Street to Henry Street.

Project Description: All parcels abutting Windsor Avenue from the east ROW line of Barclay Street to the west ROW line of Henry Street.

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Assessment Information

| | | |
|---|---|---|
| Property Address: | 855 | WINDSOR AVE |
| Parcel Number | 24-175-000-0043-00 | |
| MAP Number: | 24-30-36-232-006 | |
| Assessable Frontage: | 40 | Feet |
| Estimated Front Foot Cost: | $17.70 | per Foot |
| **ESTIMATED TOTAL COST** | **$708.00** | |

Property Description

BRUNSWICK ADDITION LOT 43

Your vote COUNTS!

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

I AM IN FAVOR ☐ I AM OPPOSED ☒

| | | | |
|---|---|---|---|
| Owner | | Owner | Neil Hawrylin |
| Signature | | Signature | Neil Hawrylin |
| Address | | Address | 1366 Seminole Rd |

HAWRYLIW NEIL A



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

SPECIAL ASSESSMENT

# HEARING RESPONSE CARD

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FEB - 6 2001
City Clerks Office

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Project Description: All parcels abutting Windsor Avenue from the east ROW line of Barclay Street to the west ROW line of Henry Street.

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Assessment Information

| | |
|---|---|
| Property Address: | 990 WINDSOR AVE |
| Parcel Number | 24-500-000-0012-00 |
| MAP Number: | 24-30-36-205-022 |
| Assessable Frontage: | 100 Feet |
| Estimated Front Foot Cost: | $36.35 per Foot |
| **ESTIMATED TOTAL COST** | **$3,635.00** |

Property Description

JURGENSEN ADDITION LOTS 11 & 12

Your vote COUNTS!

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

I AM IN FAVOR ☐ I AM OPPOSED ☑

| | | | |
|---|---|---|---|
| Owner | | Owner | Ronald L. Wilson |
| Signature | | Signature | Ronald L. Wilson |
| Address | | Address | 990 Windsor |

WILSON RONALD L

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

SPECIAL ASSESSMENT

# HEARING RESPONSE CARD

RECEIVED
FEB - 6 2001
City Clerks Office

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**Assessment Information**

| | | |
|---|---|---|
| Property Address: | 866 | WINDSOR AVE |
| Parcel Number | 24-525-000-0075-00 | |
| MAP Number: | 24-30-36-228-016 | |
| Assessable Frontage: | 60 | Feet |
| Estimated Front Foot Cost: | $17.70 | per Foot |
| **ESTIMATED TOTAL COST** | **$1,062.00** | |

**Property Description**

LAKETON AVE ADDITION W 1/2 LOT 75

Your vote COUNTS!

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

| | |
|---|---|
| I AM IN FAVOR ☐ | I AM OPPOSED ☒ |
| Owner ~~Albert M Hekkema~~ | Owner Albert M Hekkema |
| Signature | Signature Albert M Hekkema |
| Address | Address 620 Center St. 866 Windsor |

HEKKEMA ALBERT M



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

RECEIVED
FEB - 6 2001
City Clerks Office

SPECIAL ASSESSMENT

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## Assessment Information

| | | |
|---|---|---|
| Property Address: | 1895 | FRANKLIN ST |
| Parcel Number | 24-480-002-0019-10 | |
| MAP Number: | 24-30-36-204-026 | |
| Assessable Frontage: | 70 | Feet |
| Estimated Front Foot Cost: | $36.35 | per Foot |
| **ESTIMATED TOTAL COST** | **$2,544.50** | |

## Property Description

JEANNOT COURT LOTS 19 & 20 EX W 55 FT THEREOF BLK 2

Your vote COUNTS!

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

I'm a widow living on Social Sec

I AM IN FAVOR ☐ I AM OPPOSED ☒

| | | | |
|---|---|---|---|
| Owner | | Owner | Ruth Walker |
| Signature | | Signature | 1895 Franklin St |
| Address | | Address | Muskegon Walker |

WALKER ROBERT G

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

3rd

RECEIVED
CITY OF MUSKEGON
FEB - 6 2001
ENGINEERING DEPT

SPECIAL ASSESSMENT

## HEARING RESPONSE CARD

To have your vote count, please

Return This Card By: FEBRUARY 13, 2001

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Assessment Information

| | | |
|---|---|---|
| Property Address: | 873 | WINDSOR AVE |
| Parcel Number | 24-175-000-0046-00 | |
| MAP Number: | 24-30-36-232-003 | |
| Assessable Frontage: | 39 | Feet |
| Estimated Front Foot Cost: | $17.70 | per Foot |
| **ESTIMATED TOTAL COST** | **$690.30** | |

Property Description

BRUNSWICK ADDITION LOT 46

Your vote COUNTS!

Please vote either in favor or opposed to the Special Assessment Street Paving Project. 2-7-01 EH

I AM IN FAVOR ☒ I AM OPPOSED ☒ No.

Owner Elaine V Handy Owner ______

Signature Elaine V Handy Signature ______

Address 873 Windsor Address ______

HANDY ELAINE V 24

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

RECEIVED
FEB - 7 2001
City Clerks Office

# SPECIAL ASSESSMENT

## HEARING RESPONSE CARD

To have your vote count, please

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Project Description: All parcels abutting Windsor Avenue from the east ROW line of Barclay Street to the west ROW line of Henry Street.

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Assessment Information

| | | |
|---|---|---|
| Property Address: | 955 | WINDSOR AVE |
| Parcel Number | 24-175-000-0105-00 | |
| MAP Number: | 24-30-36-230-004 | |
| Assessable Frontage: | 39 | Feet |
| Estimated Front Foot Cost: | $36.35 | per Foot |
| **ESTIMATED TOTAL COST** | **$1,417.65** | |

Property Description

BRUNSWICK ADDITION LOT 105

Your vote COUNTS!

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

I AM IN FAVOR [X] I AM OPPOSED [ ]

Owner Ellen J. Pusey Owner

Signature Ellen J. Pusey Signature

Address 955 WINDSOR AVE Address

PUSEY ELDEN

34

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

RECEIVED
FEB - 8 2001
City Clerks Office

# SPECIAL ASSESSMENT

## HEARING RESPONSE CARD

To have your vote count, please

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### Assessment Information

| | | |
|---|---|---|
| Property Address: | 865 | WINDSOR AVE |
| Parcel Number | 24-175-000-0045-00 | |
| MAP Number: | 24-30-36-232-004 | |
| Assessable Frontage: | 40 | Feet |
| Estimated Front Foot Cost: | $17.70 | per Foot |
| **ESTIMATED TOTAL COST** | **$708.00** | |

### Property Description

BRUNSWICK ADDITION LOT 45

(73 years old, disabled, Low Social Security income.)

Your Vote COUNTS!

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

I AM IN FAVOR ☐ I AM OPPOSED ☑

Owner Olga Lapajczyk Owner ____________

Signature Olga Lapajczyk Signature ____________

Address 865 Windsor Avenue Address ____________

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

LAPAJCZYK OLGA

22

Olga Lapajczyk
865 Windsor Ave.
Muskegon, MI 49441-2951

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

RECEIVED
FEB 1 9 2001
City Clerks Office

Assessment Information

| | |
|---|---|
| Property Address: | 884 WINDSOR AVE |
| Parcel Number | 24-525-000-0046-00 |
| MAP Number: | 24-30-36-228-015 |
| Assessable Frontage: | 58.5 Feet |
| Estimated Front Foot Cost: | $17.70 per Foot |
| **ESTIMATED TOTAL COST** | **$1,035.45** |

Property Description

LAKETON AVE ADDITION LOT 46

Your vote COUNTS!

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

I AM IN FAVOR ☐ I AM OPPOSED ☒

Owner Jennie Budnic Owner Genevieve Mastec

Signature Jennie Budnic Signature Genevieve Mastec

Address 1933 Crowley St Address 1927 Henry St

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

BUDNIC JENNIE 26

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FEB - 8 2001
City Clerks Office

# SPECIAL ASSESSMENT

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Assessment Information

| | | |
|---|---|---|
| Property Address: | 829 | WINDSOR AVE |
| Parcel Number | 24-175-000-0016-00 | |
| MAP Number: | 24-30-36-233-003 | |
| Assessable Frontage: | 40 | Feet |
| Estimated Front Foot Cost: | \$17.70 | per Foot |
| **ESTIMATED TOTAL COST** | **\$708.00** | |

Property Description

BRUNSWICK ADDITION LOT 16

Your vote COUNTS!

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

I AM IN FAVOR ☐ I AM OPPOSED ☒

Owner ______ Owner Marian A Doney

Signature ______ Signature Marian a. Doney

Address ______ Address 829 Windsor

DONEY ROBERT G



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

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CITY OF MUSKEGON
FEB - 8 2001
ENGINEERING DEPT

# SPECIAL ASSESSMENT

# HEARING RESPONSE CARD

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## Assessment Information

| | | |
|---|---|---|
| Property Address: | 913 | WINDSOR AVE |
| Parcel Number | 24-175-000-0075-00 | |
| MAP Number: | 24-30-36-231-004 | |
| Assessable Frontage: | 39 | Feet |
| Estimated Front Foot Cost: | $36.35 | per Foot |
| **ESTIMATED TOTAL COST** | **$1,417.65** | |

RECEIVED
CITY OF MUSKEGON
FEB - 8 2001
ENGINEERING DEPT

## Property Description

BRUNSWICK ADDITION LOT 75

Your vote COUNTS!

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

I AM IN FAVOR [X] I AM OPPOSED [ ]

Owner Floyd A. Ryan Owner

Signature Floyd A. Ryan Signature

Address 905 Windsor Ave. Address

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

RYAN FLOYD A

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CITY OF MUSKEGON
- 3 2001
ENGINEERING DEPT

# SPECIAL ASSESSMENT

# HEARING RESPONSE CARD

To have your vote count, please

Return This Card By: FEBRUARY 13, 2001

| | |
|---|---|
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| Project Description: | All parcels abutting Windsor Avenue from the east ROW line of Barclay Street to the west ROW line of Henry Street. |

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Assessment Information

| | | |
|---|---|---|
| Property Address: | 905 | WINDSOR AVE |
| Parcel Number | 24-175-000-0074-00 | |
| MAP Number: | 24-30-36-231-005 | |
| Assessable Frontage: | 39 | Feet |
| Estimated Front Foot Cost: | $36.35 | per Foot |
| **ESTIMATED TOTAL COST** | **$1,417.65** | |

RECEIVED
CITY OF MUSKEGON
FEB - 3 2001
ENGINEERING DEPT

Property Description

BRUNSWICK ADDITION LOT 74

Your vote COUNTS!

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

I AM IN FAVOR [X] I AM OPPOSED [ ]

| | | | |
|---|---|---|---|
| Owner | Floyd A. Ryan | Owner | |
| Signature | Floyd A. Ryan | Signature | |
| Address | 905 Windsor | Address | |

RYAN FLOYD A

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

Chris A Morency
931 Windsor Ave.
Muskegon MI 49441

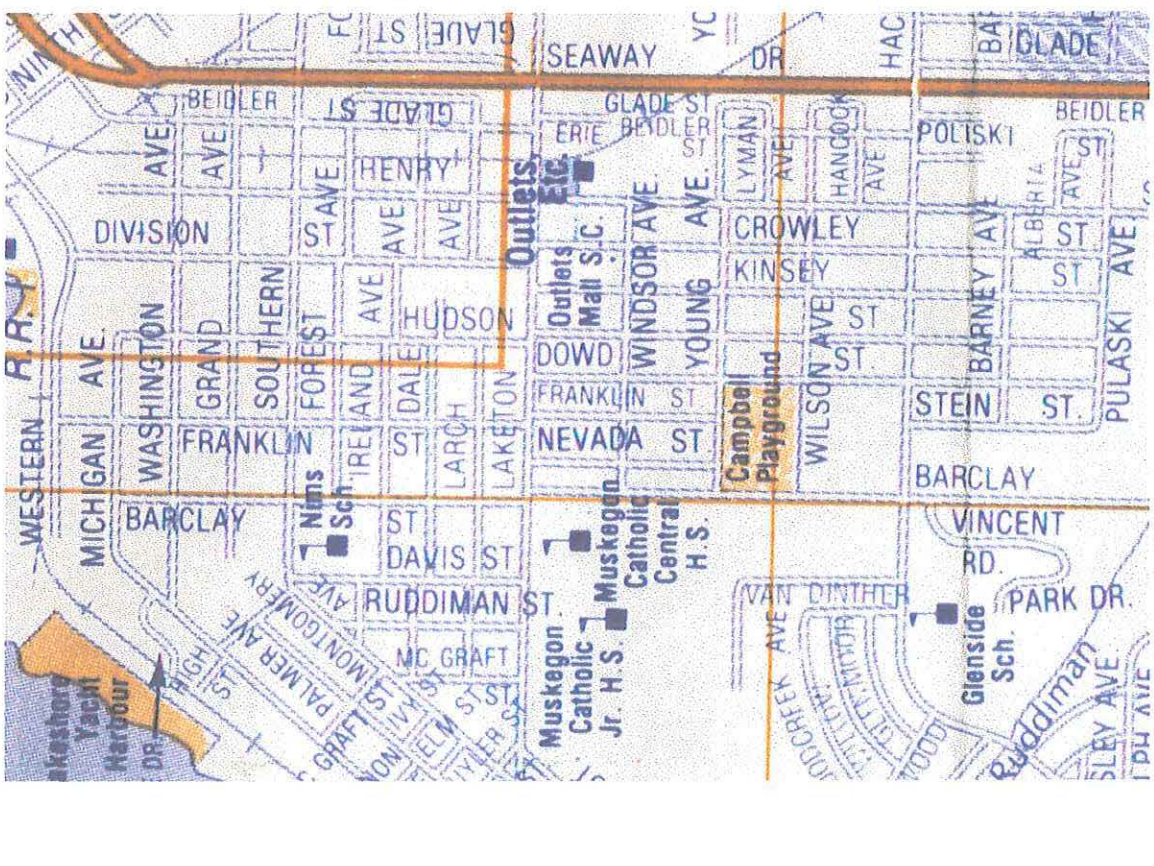
Questions:

1. What are the plans for signage on Windsor Ave.? Will the current Signs stay in place or will more be added? Stop signs on Kinsey St. and Dowd St. already. Young Ave. has no Children Playground signs running from Barclay St. to Henry St. Autos speed up down Barclay as they approach Henry St. sometimes at a very high rate of speed. In the past two years there has been 3 accidents on the corner of Hudson and Windsor Ave. One that almost sent a car into a home on the corner.

2. Will there be any removal of trees or terrace shrubbery?

3. Could there be additional costs incurred, other than a possible higher interest rate? Is the city going to impose a higher interest rate other than simple interest?

4. Is there a sewer line that runs the length of Windsor Ave? What other utilities may be involved; i.e.: electric, gas, water and sewer?



## H-1519 WINDSOR AVE., HENRY TO BARCLAY

## PROPERTY OWNER SPECIAL ASSESSMENT RESPONSE TABULATION

| | FEET | PERCENTAGE |
|---|---|---|
| TOTAL ASSESSABLE FRONT FOOTAGE | 2299.770 | |
| FRONT FEET OPPOSED | 554.5 | 24.11% |
| RESPONDING FRONT FEET IN FAVOR | 117.000 | 5.09% |
| NOT RESPONDING - FRONT FEET IN FAVOR | 1628.270 | 70.80% |
| TOTAL FRONT FEET IN FAVOR | 1745.270 | 75.89% |

total of 45 parcels

| ADD. | # | FOR | FT | # | ADD. | OPPOSE | |
|---|---|---|---|---|---|---|---|
| 905 | 28 | 24-30-36-231-005 | 39 | 1 | 1895 C | 24-30-36-228-026 | 60 |
| 913 | 30 | 24-30-36-231-004 | 39 | 3 | 1895 F | 24-30-36-204-026 | 70 |
| 955 | 34 | 24-30-36-230-004 | 39 | 14 | 1911 N | 24-30-36-208-012 | 47 |
| | | | | 17 | 829 | 24-30-36-233-003 | 40 |
| | | | | 20 | 855 | 24-30-36-232-006 | 40 |
| | | | | 22 | 865 | 24-30-36-232-004 | 40 |
| | | | | 23 | 866 | 24-30-36-228-016 | 60 |
| | | | | 24 | 873 | 24-30-36-232-003 | 39 |
| | | | | 26 | 884 | 24-30-36-228-015 | 58.5 |
| | | | | 39 | 990 | 24-30-36-205-022 | 100 |
| | TOTALS | | 117 | | | | 554.5 |

TABULATED AS OF: 02/13/01 04:56 PM

**Date:** February 1, 2001

**To:** Honorable Mayor and City Commissioners

**From:** Ric Scott

**RE:** Indian Cemetery Charter Park

---

SUMMARY OF REQUEST:

To name Indian Cemetery as a Charter Park

FINANCIAL IMPACT:

None

BUDGET ACTION REQUIRED:

None

STAFF RECOMMENDATION:

Approve

COMMITTEE RECOMMENDATION:

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

Assessor
231/724-6708
FAX/726-5181

Cemetery
231/724-6783
FAX/726-5617

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

Clerk
231/724-6705
FAX/724-4178

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

Engineering
231/724-6707
FAX/727-6904

Finance
231/724-6713
FAX/724-6768

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

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

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

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

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

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

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

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

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

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

Treasurer
231/724-6720
FAX/724-6768

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

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

MUSKEGON

West Michigan's Shoreline City

Date: February 1, 2001

To: Honorable Mayor and City Commissioners

From: Ric Scott

Re: Indian Cemetery Charter Park

Staff has updated the legal description of Indian Cemetery and has a new drawing of the property. We met with Pat Montney and have agreed that the legal description is of the property.

After reviewing the letter from Joseph Genia, we recommend charter park status, and believe that pursuing the federal remedies concerning Indian Lands, which we have not inquired about, should not be prejudiced by this action. We do know that if by some treaty right the federal court awards the land to the Ottawa Band or other tribal organization, such a holding would supersede the city's restrictions on its own title. But it presently appears that such a holding is unlikely.

Consequently, staff is recommending that you designate Indian Cemetery as a Charter Park. We would ask that you adopt the attached resolution.

Thank you for your consideration.

**CITY OF MUSKEGON**

**MUSKEGON COUNTY, MICHIGAN**

**Resolution No. _______**

A Resolution Establishing the Indian Cemetery as a Charter Park.

**Recitals**

The City of Muskegon's Charter was amended in1998, by the addition of Article XX, providing for the establishment of charter parks.

The City Commission has examined certain parks located in the City and has determined that the lands involved are owned in fee simple by the City, that they should be preserved as parks. Included in the said parks is the land owned by the City and known as the Indian Cemetery. Public notice of the proposed action by the City Commission was given, and consideration of the Indian Cemetery as a charter park was delayed for further consideration. It further appears that designating the Indian Cemetery as a Charter Park is appropriate.

For the purpose of preserving the said park, in accordance with the provisions of Article XX of the City Charter and subject to those provisions, the City by this Resolution intends to establish the said Indian Cemetery as a charter park. In accordance with the Charter, after recording this resolution, no such park land may be sold, mortgaged, transferred or conveyed by the City except with the approval of the majority of the electors voting at an election held in the City.

**NOW, THEREFORE, the City Commission of the City of Muskegon hereby resolves that the land identified by as the Indian Cemetery, is declared by the City Commission of the City of Muskegon to be a charter park. The said land shall be preserved as a park in accordance with the said charter provisions.**

The legal description of the land included in the said park is included and incorporated in this Resolution. This Resolution may be recorded with the Muskegon County Register of Deeds for the purpose of giving record and public notice of this determination and designation by the City Commission.

The park to be deemed a charter park upon recording of this Resolution, and its legal description, follows:

**Indian Cemetery:**
Lot 3 of Block 563 of the Revised Plat of 1903 of the City of Muskegon, Muskegon County, Michigan, EXCEPT the following two parcels:

1. Commencing at the Southwesterly corner of said Lot 3; thence Northeasterly along the Northerly right of way line of Morris Avenue 5.00 feet for Point of Beginning; thence Northeasterly along the Northerly right of way line of Morris Avenue 127 feet to the Southeasterly corner of Lot 3; thence Northwesterly 20.21 feet along the Northeasterly line of Lot 3; thence in a Southwesterly direction along the curve of radius 397 feet to the Point of Beginning; AND:

2. The Northeasterly 17.00 feet of said Lot 3.

**It is further resolved,** that designation as a charter park does not require that the name of the said park cannot be changed in the future. The name of the park set forth in this resolution is for identification and reflects current decisions as to appropriate memorials or acknowledgements.

THIS RESOLUTION ADOPTED

AYES ______________________________________________

NAYS ______________________________________________

CITY OF MUSKEGON

By ______________________________
Gail A. Kundinger, 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 ______ day of ___________________________, 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. Kundinger, City Clerk

**MOORE & BRUGGINK, INC.**
Consulting Engineers & Land Surveyors
8 W. Walton Avenue Muskegon, MI 49440
Ph (231) 722-3928 Fax (231) 722-4109

Jan. 26, 2001 No. 016005.1

DESCRIPTION FOR THE CITY OF MUSKEGON
FOR
INDIAN CEMETERY

Lot 3 of Block 563 of the Revised Plat of 1903 of the City of Muskegon, Muskegon County, Michigan, EXCEPT The following two parcels:

Commencing at the Southwesterly corner of said Lot 3; thence Northeasterly along the Northerly Right of Way line of Morris Avenue 5.00 Feet for Point of Beginning; thence Northeasterly along the Northerly Right of Way line of Morris Avenue 127 Feet to the Southeasterly corner of Lot 3; thence Northwesterly 20.21 Feet along the Northeasterly line of Lot 3; thence in a Southwesterly direction along the curve of radius 397 Feet to the Point of Beginning

The Northeasterly 17.00 Feet of said Lot 3.

DEEDS TO PROPERTY

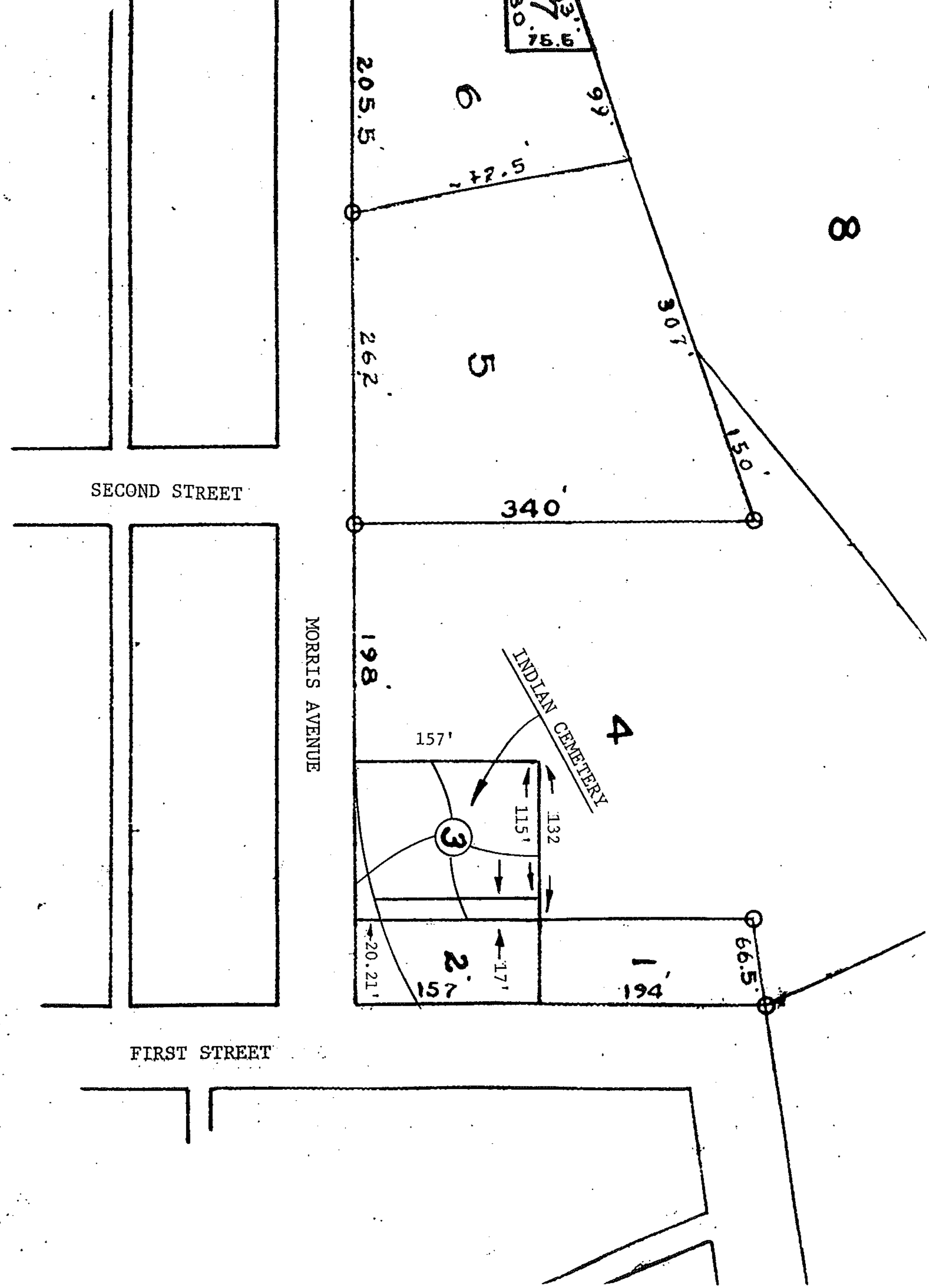
1841 : Louis B Badeaux to Ottawa Tribe of Indians - Liber 3, Page 25
The piece of Land known and described at the Indian burying ground being one square acre of Land in a square form situated on Lot No. 2 in Section 19, Town 10 North, Range 16 West.

1872 - Sino Kiniwigichi, Head Chief & Quina Waguasa to
Joseph Baddeaux and David Blake Liber 11, Page 546
The Indian Burying Ground being 1/2 acre of Land in a square form situated on
Lot 2 of Section 19, Town 10 North, Range 16 West

1899 - Simon Kewen Kisich (Chief of the Ottawa Tribe of Indians) to
William Bedeux, Liber 103, Page 333
One square acre of land situated on Lot 2 in Section 19, Town 10 North, Range 16 West.
The same being a piece of land conveyed by Lewis Bedeux in 1841 to the tribe of Ottawa Indians.
It being the intention to deed to said grantee all interest the Ottawa Tribe of Indians have in said land.

1926 - Martin A Ryerson (Carrie) to The City of Muskegon, Liber 261, Page 251
Lot 3 of Block 563 of the Revised Plat of the City of Muskegon.

Consulting Engineers and Land Surveyors 2020 Monroe Ave. NW, Grand Rapids, MI 49505 Ph : (616) 363-9801
Fax : (616) 363-2480 e-mail : mailbox@mbce.com www : mbce.com



SECOND STREET
FIRST STREET
MORRIS AVENUE
INDIAN CEMETERY
205.5'
262'
198'
340'
307'
150'
99'
72.5
75.5
157'
115'
132
17'
20.21'
157'
194'
66.5'
1
2
3
4
5
6
7
8

law offices of | PARMENTER O'TOOLE
175 West Apple Avenue • P.O. Box 786 • Muskegon, Michigan 49443-0786
Phone 231.722.1621 • Fax 231.722.7866 or 728.2206

February 8, 2001

Bryon Mazade
City of Muskegon
P.O. Box 536
Muskegon, MI 49443-0536

Dear Bryon:

I had a meeting with Joseph Genia. Mr. Genia is a Council member of the Grand River Band of the Ottawa tribal organization, and he came to discuss the subjects brought up in his memo to the city commission dated January 22, 2001, and further regarding the background of the position of the Grand River Band.

I reviewed the city's likely position, or at least that recommended by myself and Ric Scott, that the charter park resolution would not affect his process of attempting to achieve recognition by the federal government of the Grand River Band of Ottawa Indians as a separate nation, and further possibly the recognition by the government that the Indian Cemetery constitutes original or Indian lands. I indicated my opinion that such a determination by the United States Government could undercut or make irrelevant the city's exercise of ownership, restrictions or use of the Indian Cemetery land, but we were not willing to concede that point in the absence of such a determination by the United States Government.

We had a fairly long conversation and Mr. Genia related to me the legendary and ancestral understanding that the Grand River Band of Ottawa Indians has concerning this land, and he assured me that this tradition, by which they consider the cemetery sacred ground, continues in their present remembrance and ceremonies as they are carried on today.

He further indicated that, despite the absence of some kind of legal restriction, the Grand River Band would never allow such sacred ground to be utilized for something like a casino or other commercial use.

The meeting ended with my indication that even if the city determines to make the land a charter park, there could be discussions regarding a possible further agreement between the city, which would continue to own and restrict the land, and the Grand River Band, regarding nonexclusive use of the property for their activities which honor the ground and their ancestral traditions, together with an understanding that the physical nature of the land would not be changed. I emphasized that the city would continue to own the land in such an agreement, and that its ownership and restrictions would be utilized to protect the status which might result from such an agreement.

Mr. Genia was interested in such an agreement, but certainly reserved his position that the Grand River Band of Ottawa Indians should actually be the owners and have full dominion over the property. So we agreed to disagree on that point.

I encouraged Mr. Genia to present the city commission with any material, statements or arguments that he felt appropriate, and I assured him that the commissioners would be receptive listeners. I also told him that I could not predict the action of the City Commission or speak on their behalf, and that we could only recommend various courses of action, which might well involve further understandings.

The conversation was very cordial and longer than this letter, but I hope that I am conveying to you the essence of our meeting.

Very truly yours,

CITY ATTORNEY

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

GTJ:mmf

c. John Schrier

G:\edsi\Files\00100\1655\LTR\9C1214.DOC

**AGENDA ITEM NO. ____________**

**CITY COMMISSION MEETING __2/13/01__**

**TO**: Honorable Mayor and City Commissioners

**FROM**: Bryon L. Mazade, City Manager

**DATE**: February 5, 2001

**RE**: District Library Agreement

**SUMMARY OF REQUEST**:

To approve an agreement to establish a district library made up of the boundaries of the City of Muskegon and the Muskegon Public Schools district.

**FINANCIAL IMPACT**:

None.

**BUDGET ACTION REQUIRED**:

None.

**STAFF RECOMMENDATION**:

To approve the attached agreement.

**COMMITTEE RECOMMENDATION**:

A committee of the City and Muskegon Public Schools representatives have been meeting regularly to draft the proposed agreement and endorses the agreement for adoption by the City Commission and the Board of Education.

## CITY OF MUSKEGON

## RESOLUTION NO. 2001-17(c)

A resolution approving a District Library Agreement pursuant to the procedures set forth in Act 24 of the Public Acts of 1989 as amended.

WHEREAS, the City Commission of the City of Muskegon has reviewed the attached District Library Agreement between the City and the Public Schools of the City of Muskegon ("Muskegon Public Schools"); and,

WHEREAS, the creation of the Hackley Public Library as a district library is in the best interests of the public and the citizens of the City of Muskegon; and,

WHEREAS, the Muskegon Public Schools may not enter into the District Library Agreement until certain restrictions on the1888 gift of Charles H. Hackley for the Hackley Public Library ("Hackley Gift") are released; and,

WHEREAS, the Muskegon Public Schools have filed a proceeding in Muskegon County Circuit Court to release such restrictions on the Hackley Gift;

NOW, THEREFORE, BE IT RESOLVED, that the City Commission hereby approves the attached District Library Agreement, subject to the release of the restrictions on the Hackley Gift:

BE IT FURTHER RESOLVED, that upon the release of such restrictions on the Hackley Gift by order of the Muskegon County Circuit Court, the Mayor and Clerk are hereby authorized and directed to execute the District Library Agreement in substantially the form attached hereto on behalf of the City of Muskegon, and to take all action as necessary or appropriate to establish the Hackley Public Library as a district library.

Upon vote for the adoption of the resolution, the vote was:

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

NAYS: None

CITY OF MUSKEGON

By Gail A. Kundinger

Gail A. Kundinger, Clerk

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Resolution #2001-17(c)

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 13th day of February, 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. Kundinger

Gail A. Kundinger, City Clerk

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# **DISTRICT LIBRARY AGREEMENT**

THIS DISTRICT LIBRARY AGREEMENT is entered into as of the ___ day of _______, 2001, by and between the **Public Schools of the City of Muskegon** (the "School District"), 349 W. Webster Avenue, Muskegon, Michigan 49440, and the **City of Muskegon** (the "City") 933 Terrace Street, pursuant to the District Library Establishment Act (MCL 397.171 et seq.) (the "Act").

## PREMISES

The School District and the City (the "Parties") each desire to establish a district library pursuant to the Act in order to provide adequate and improved library services to the area described on Exhibit A attached hereto and made a part hereof. The governing boards of each of the Parties have determined that it is in the best interests of the residents of their respective communities to provide the library services by establishing a district library. The governing body of the former Hackley Public Library, being the Board of Education of the School District, and the Muskegon County Library Board, the only public libraries recognized by the Library of Michigan as a legally established public library currently located in the proposed district, have approved the establishment of the district library.

Therefore, in consideration of the premises and other mutual obligations and promises, the Parties agree as follows:

1. **Establishment/Name of Library/Effective Date**. The Parties hereby establish a district library pursuant to the Act, to be known as the "Hackley Public Library" (the "District Library") having all of the powers granted to such district libraries by the Act. The Effective Date of this Agreement shall be March 1, 2001 or the date on which the Agreement is approved by the State Librarian pursuant to Section 5(2) of the Act, whichever is later.

2. **Territory**. The territory of the Parties included within the District Library district shall be as described in Exhibit A (the "District").

3. **Board; Appointments; Term**. The District Library shall be governed by a board (the "Board") which shall consist of seven (7) members, four (4) of whom shall be appointed by the School District and three (3) of whom shall be appointed by the City. An individual appointed as a member of the Board shall be a qualified elector of the party which appoints the member on the date the appointment is made and a resident of the District Library district. The terms of the initial appointees shall begin on the Effective Date of the Agreement and shall end on June 30 of the year shown below. Thereafter, each appointee shall serve for a term of four (4) years beginning on July 1and ending on the June 30 occurring four (4) calendar years later.

**Terms of Initial Appointees**

| APPOINTING PARTY | TERM ENDING JUNE 30 |
|---|---|
| School District Appointee #1 | 2002 |
| City Appointee #1 | 2002 |
| School District Appointee #2 | 2003 |
| City Appointee #2 | 2003 |
| School District Appointee #3 | 2004 |
| City Appointee #3 | 2004 |
| School District Appointee #4 | 2004 |

In accordance with Section 8(2) of the Act, the Governor of the State of Michigan shall have the power to remove a member for cause, pursuant to the provisions of Section 10 of Article V of the State Constitution of 1963, as amended. Vacancies shall arise in the event of the removal by the Governor, resignation, death, conviction of a felony, in the event a member ceases to be a resident of the District, or ceases to be a resident of the Party which appointed the member, or otherwise as provided by law. In the event of a vacancy, the Party which appointed the member whose position has become vacant shall appoint a replacement therefor within two (2) months of the vacancy.

4. **District Library Board; General Powers**. The Board shall be authorized and empowered to:

(a) establish, maintain, and operate public libraries for the district;

(b) exclusively control the expenditure of money deposited into the district library fund;

(c) appoint and remove officers from among its members;

(d) appoint and remove a librarian and necessary assistants and fix their compensation

(e) acquire real or personal property for use for library purposes by purchase, land contract, installment purchase contract, lease with or without option to purchase, or title retaining contract;

(f) erect buildings;

(g) supervise and control district library property;

(h) enter into a contract to receive library-related service from or give library-related service to a library or municipality within or without the district;

(i) adopt bylaws and regulations, not inconsistent with the Act, governing the board and the district library;

(j) propose and levy upon approval of the electors as provided in the Act a tax for support of the district library;

(k) borrow money pursuant to the district library financing act, Act No. 265 of the Public Acts of 1988;

(l) issue bonds pursuant to the district library financing act, Act No. 265 of the Public Acts of 1988;

(m) accept gifts and grants for the district library;

(n) do any other thing necessary for conducting the district library service, the cost of which shall be charged against the district library fund; and

(o) perform any other acts authorized by law.

5. **Funding.**

(a) From the Effective Date of this Agreement until June 30, 2001, the School District shall financially support the operation of the District Library from the dedicated library millage of .9947 mills levied on December 1, 2000 and the funds appropriated from all sources for the operation of the Hackley Public Library for the 2000-2001 fiscal year.

(b) It is anticipated that the District Library will seek voter approval of a District Library millage on June 11, 2001. If a District Library millage is approved by voters on June 11, 2001, then commencing on July 1, 2001, the School District shall fund on an interim basis the operation of the District Library (including, without limitation, the cost of personnel pursuant to the Employee Leasing Agreement, and the cost of maintenance, repair, and utilities of the Hackley Public Library and the Torrent House pursuant to Leases attached as Schedules 2 and 3 of Exhibit C) for the period of July 1, 2001 through February 28, 2002 in an amount not less than the funding provided by the School District for the same period during fiscal year 2000-2001, subject, however, to the obligation of the District Library to reimburse the School District for such funding (plus a 3% service fee applied in the same manner as the Federal restricted indirect cost application rate) when revenues are received from the December 1, 2001 levy of the District Library millage. Any amounts funded by the School District from July 1, 2001 through February 28, 2002, shall be reimbursed by the District Library from District Library millage revenues as soon as possible and in no event later than June 30, 2002. If a District Library millage is approved by voters on June 11, 2001, the School District shall not levy on December 1, 2001 the last year of the dedicated library millage previously approved by School District voters.

(c) If a District Library millage is not approved by voters on June 11, 2001, the School District shall fund the operation of the District Library (as described above) commencing July 1, 2001 in an amount not less than the funding provided by the School District for fiscal year 2000-2001 in accordance with the following:

(i) If a District Library millage is not approved by voters on June 11, 2001, but a district library millage is approved by voters on or before September 30, 2001, then the School District shall not levy on December 1, 2001 the last year of the dedicated library millage previously approved by School District voters. The School District shall, however, continue to fund the operation of the District Library (as described above) on an interim basis for the period July 1, 2001, through February 28, 2002 in the same manner, and subject to the same obligation of the District Library for reimbursement of the School District, as provided in subparagraph (b) above.

(ii) If a District Library millage is not approved by voters on June 11, 2001, and is not approved by voters on or before September 30, 2001, the School District shall levy on December 1, 2001 the last year of the dedicated library millage previously approved by School District voters at the rate of .9947 mills (subject to the Headlee rollback for 2001), and the School District shall fund the operation of the District Library (as described above) for fiscal year 2001-2002 in the same manner as, and in amounts not less than, the funding provided by the School District for library operations for fiscal year 2000-2001. The District Library shall not be obligated to reimburse the School District for the funding provided to the District Library pursuant to this subparagraph for fiscal year 2001-2002.

(d) If a District Library millage is not approved on or before September 30, 2001, but a District Library millage is approved on or before June 30, 2002, then commencing on July 1, 2002, the School District shall fund the operation of the District Library on an interim basis for the period July 1, 2002 through February 28, 2003 in an amount not less than the funding provided by the School District for the same period during fiscal year 2001-2002, subject, however, to the obligation of the District Library to reimburse the School District for such funding when revenues are received from the December 1, 2002 levy of the District Library millage. Any amounts funded by the School District from July 1, 2002 through February 28, 2003 shall be reimbursed by the District Library (in the same manner as provided in subparagraph (b) above) from District Library millage revenues as soon as possible, and in no event later than June 30, 2003.

(e) Notwithstanding any other provision of this paragraph 5, penal fines and state aid shall be applied as such funds are received by the District Library to the cost of operating the Library during the Interim Period as defined in subparagraph 5(m) and such amounts shall be credited against the District Library's obligation for reimbursement of the School District pursuant to subparagraphs 5(b), 5(c)(i), and 5(d), as applicable.

(f) If a District Library millage is not approved on or before June 30, 2002, this Agreement shall terminate and the District Library shall be abolished pursuant to paragraphs 10 and 11 of this Agreement.

(g) Following voter approval of a District Library millage, the District Library shall be supported from the District Library millage revenues and the School District shall have no obligation to financially support the District Library as of the commencement of the School District's next fiscal year following the date of the December 1 District Library millage levy (except as otherwise provided in this Agreement, the Property Transfer Agreement attached as Exhibit C, or other agreements or leases attached to this Agreement).

(h) The School District shall annually pay the net income from the Hackley Library trust accounts held by the School District to the Public Improvement Fund established pursuant to the Property Transfer Agreement attached as Exhibit C. These amounts shall be in addition to the School District's annual contribution to the Public Improvement Fund pursuant to the Property Transfer Agreement and the Leases attached as Schedules 2 and 3 to Exhibit C.

(i) In addition to the funding described in subsections (a) through (h) above, the funds for the operation of the District Library shall be derived from state aid, penal fines, donations and bequests, if any, and any other lawful source of funding obtained by the District Library.

(j) The parties understand and agree that the moneys paid over to the District Library Board for the operation of the District Library are District Library moneys under the exclusive control and direction of the District Library Board, subject to the obligations of the District Library pursuant to this paragraph and the terms of this Agreement, the Library Management Contract, and the Property Transfer Agreement attached hereto.

(k) To the extent that moneys or property from any source whatsoever are received by either party designated for the operation and administration of public library services or the acquisition of books and equipment, or real or other personal property for public library use, such party shall transfer such moneys or property upon receipt thereof to the District Library. This subparagraph shall not apply to moneys or property received by the School District for K-12 library services.

(l) The City shall have no obligation to appropriate funds for or to otherwise financially support the District Library.

(m) For purposes of this Agreement, the "Interim Period" shall be the period from the Effective Date of this Agreement until the next February 28 following the levy of a District Library millage, or until June 30, 2002 if a District Library millage is not approved on or before June 30, 2002.

6. **Fiscal Year.** The fiscal year of the District Library shall be the annual period commencing July 1 and ending the following June 30 provided that the initial fiscal year shall commence on the effective date of this Agreement and end on June 30, 2001. Thereafter, the District Library Board shall have the authority to determine its fiscal year as it deems necessary.

7. **Real and Personal Property.** Upon the Effective Date of this Agreement, contingent upon agreement by the District Library Board to undertake the obligations specified in the Library Management Contract and the Transfer of Assets and Assumption of Liabilities and Contractual Obligations (the "Property Transfer Agreement"), substantially in the form attached to this Agreement as Exhibits B and C, respectively, the School District shall make certain real property of the School District available to the District Library by entering into Leases, substantially in the form attached as Schedules 2 and 3 to the Property Transfer Agreement, and shall transfer the personal property listed in Schedule 1 to the Property Transfer Agreement to the District Library, in the manner and subject to the terms and conditions specified in the Property Transfer Agreement.

8. **Employee Lease.** During the Interim Period, as defined in paragraph 5(m), the School District shall continue to employ persons, including the Library Director, assigned to the operation of the Hackley Public Library, and shall lease such employees to the District Library in accordance with the Employee Leasing Agreement attached as Exhibit D.

9. **Indemnification.** The District Library shall be required to indemnify the Parties against all claims arising from or relating to the operation by the Board of the District Library. The District Library Board shall obtain insurance coverage in amounts reasonably determined by the Board to be adequate to meet such liabilities, and such insurance policies shall name the Parties as additional insured parties, and shall require thirty (30) days notice in writing to the Parties by the insurer in the event of cancellation, change or reduction in coverage.

10. **Termination.** This Agreement shall terminate and the District Library shall be abolished effective June 30, 2002 unless the electors of the District Library

approve a districtwide millage at a rate of not less than 2.25 mills on or before June 30, 2002.

11. **Dissolution of District Library and Distribution of Assets**. The District Library shall be dissolved and this District Library Agreement shall be terminated if all but one of the Parties withdraw, or if the Agreement terminates pursuant to paragraph 10 of this Agreement. Upon dissolution, all tangible and intangible assets of the District Library shall be re-transferred to the School District.

12. **Withdrawal**. Any party may withdraw from the District Library pursuant to Section 24 of the Act subject to the following conditions:

(a) No Party may adopt a resolution authorizing its withdrawal prior to December 31, 2008.

(b) In the event the withdrawal of any Party would cause the dissolution of District Library, such withdrawal and dissolution shall be subject to the requirements specified in Section 11 of this Agreement. If no such dissolution results, the assets of the District Library shall remain with the District Library.

13. **Addition of a Participating Municipality**. Any city, village, township or county (a "Municipality") may become a party to this District Library Agreement pursuant to Section 25 of the Act upon satisfaction of the following conditions:

(a) The governing body of the municipality resolves by majority vote that the Municipality shall become a Party to this District Library Agreement and that all or a portion for the territory of the Municipality be added to the District.

(b) The governing body of the Municipality files a certified copy of its resolution with the Chairperson of the Board.

(c) The Board adopts a resolution authorizing amendments to this District Library Agreement reflecting the addition of the Municipality and the territory of the Municipality to the District, and specifying the changes in board representation and the percentage of funds necessary for the establishment and operation of the District Library to be provided by the Municipality within six (6) months of the date of receipt of the resolution of the Municipality.

(d) The electors of the Municipality or the portion of the territory of the Municipality to be added to the District shall have approved the levy of the districtwide millage, if any, by majority of the electors voting on the question.

14. **Enforcement**. In the event of failure by any of the Parties to perform its obligations under this District Library Agreement, the other Parties, and each of them separately, shall have the power to seek such remedies as shall be available to them at law or in equity, including actions for mandamus.

15. **Amendment**. This District Library Agreement may be amended in writing upon the approval of the governing bodies of each of the Parties.

16. **Governing Law**. This District Library Agreement shall be governed by and construed in accordance with the laws of the State of Michigan.

17. **Severability**. If any clause, provision or section of this District Library Agreement shall be ruled invalid or unenforceable by any court of competent jurisdiction, the invalidity or unenforceability of such clause, provision or section shall not affect any of the remaining clauses, provisions or sections.

18. **Counterparts**. This Agreement may be executed in two or more counterparts, each of which shall be deemed and all of which shall constitute one and the same agreement, and the signature of any party to any counterpart shall be deemed a signature to and may be appended to any other counterpart.

IN WITNESS WHEREOF, the Parties have caused this District Library Agreement to be duly executed as of the date first written above.

PUBLIC SCHOOLS OF THE CITY OF MUSKEGON

By ____________________________

Its ___________________________

By ____________________________

Its ___________________________

CITY OF MUSKEGON

By ____________________________
Its Mayor

By ____________________________
Its Clerk

EXHIBIT A

The District Library District shall be comprised of all that territory located in the jurisdictional limits of the City of Muskegon and all that territory located in the jurisdictional limits of the Public Schools of the City of Muskegon as of the Effective Date of this Agreement.

**EXHIBIT B**

**LIBRARY MANAGEMENT CONTRACT**
**BETWEEN THE PUBLIC SCHOOLS OF THE CITY OF MUSKEGON**
**AND THE HACKLEY PUBLIC LIBRARY**

THIS AGREEMENT, entered into as of the ___ day of __________, 2001 (the "Effective Date"), by and between the **PUBLIC SCHOOLS OF THE CITY OF MUSKEGON** (the "School District") and the **HACKLEY PUBLIC LIBRARY** (the "District Library"), a district library established pursuant to the District Library Establishment Act.

WITNESSETH:

WHEREAS, the District Library has been established for the purpose of operating a public library in the District Library's district pursuant to a certain District Library Agreement (the "District Library Agreement") entered into between the School District and the City of Muskegon; and

WHEREAS, the parties to this Agreement desire to cooperate in administering the operation and maintenance of the District Library during the "Interim Period", as that term is defined in the District Library Agreement, for the purposes of providing uninterrupted library service to the residents of the District Library district; and

WHEREAS, the parties desire to enter into a contract whereby, during the Interim Period, the School District will provide personnel and fiscal agency services to the District Library.

NOW, THEREFORE, in consideration of the mutual promises and covenants hereinafter set forth, it is mutually agreed as follows:

1. The School District is hereby recognized as the Fiscal Agent with respect to the operation and maintenance of the District Library.

2. The School District hereby agrees to act as Fiscal Agent, and to perform the duties of Fiscal Agent described in this Agreement and in the statutes, rules, regulations and court decisions applicable to the operation of the District Library, subject to the following conditions:

    a. As Fiscal Agent, the School District shall carry out its obligations under this Agreement using the same degree of care and skill it would use in the conduct of its own affairs.

    b. The School District shall not be responsible for any statement, warranty or representation made by the District Library to the public during the administration of library services.

c. As to the existence or nonexistence of any fact or as to the sufficiency or validity of any instrument, paper, or proceeding, the School District shall be entitled to rely on a certificate signed by a duly authorized representative of the District Library as sufficient evidence of the facts described in such instrument, paper, proceeding or certificate.

d. The School District shall have the right, but not the obligation, to demand from the District Library with respect to any application for reimbursement or payment any showing, certificate, opinion, appraisal or other information as a condition of disbursement or payment of District Library moneys to the District Library as the School District may reasonably determine is necessary.

e. Except as expressly otherwise provided in the District Library Agreement or Exhibits thereto, no provision of this Agreement shall be deemed to require the School District to expend or risk its own funds or otherwise to incur any financial liability in the performance of its duties under this Agreement.

3. During the term of this Agreement, the School District shall:

a. Hold all funds of the District Library, including payments of state aid, penal fines, appropriations made by the School District into the District Library Fund, as required by the District Library Agreement, other than petty cash in the amount of not to exceed $500 (which shall be held by the District Library), in a separate fund on the accounts of the School District entitled "District Library Fund". All earnings from investments of moneys on deposit in the District Library Fund pending disbursement shall be credited to and retained within the District Library Fund. Upon termination of this Agreement as provided in paragraph 5 below, the balance of the District Library Fund shall be transferred to the District Library.

b. Process all written requests for reimbursement or payment from the District Library from moneys on deposit in the District Library Fund.

c. Retain copies of all written requests for reimbursement or payment from the District Library, including, copies of all invoices, receipts for payment, executed contracts for goods or materials for which the District Library is being paid or reimbursed, and any other documentation required by the District Library or by the School District's independent auditor.

d. Provide monthly written reports as to the status of the District Library budget, including, but not limited to, the aggregate principal amount of all requests for disbursement submitted to the School District to date, the aggregate principal amount of all reimbursements received by the School

District on behalf of the District Library to date, the aggregate principal amount of all reimbursements remitted by the School District to the District Library to date, and any other information which the District Library or the School District may reasonably require.

e. Provide to the District Library within 180 days of the end of the School District's fiscal year an audited financial statement of the School District containing as a separately audited fund the District Library budget paid for by the District Library.

4. The School District agrees to provide all library personnel necessary, including a Director, for the proper functioning of the District Library pursuant to the Employee Lease Agreement attached as Exhibit D to the District Library Agreement.

5. This Agreement shall terminate on the last day of the Interim Period, as defined in paragraph 5(m) of the District Library Agreement.

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

| **PUBLIC SCHOOLS OF THE CITY OF MUSKEGON** | **HACKLEY PUBLIC LIBRARY** |
|---|---|
| By ____________________ | By ____________________ |
| Its: ________________ | Its ________________ |
| By ____________________ | By ____________________ |
| Its: ________________ | Its ________________ |

## EXHIBIT C

## TRANSFER OF ASSETS AND ASSUMPTION OF LIABILITIES AND CONTRACTUAL OBLIGATIONS

THIS AGREEMENT (the "Property Transfer Agreement") is entered into as of the day of _______, 2001, by and between the **PUBLIC SCHOOLS OF THE CITY OF MUSKEGON** (the "School District") and the **HACKLEY PUBLIC LIBRARY**, a district library established pursuant to the District Library Establishment Act, (the "District Library").

WHEREAS, the District Library was established by agreement dated as of March ___, 2001 (the "District Library Agreement") entered into by the Muskegon Public Schools and the City of Muskegon, to provide library services in the District Library boundaries, as set forth in Exhibit A of the District Library Agreement.

WHEREAS, the School District has operated a public library known as the Hackley Public Library, a former school district library (the "Former Library"); and

WHEREAS, the financial records of the Former Library have been maintained on the same fiscal year as that of the School District which ends on each June 30;

WHEREAS, to effectuate the purposes of the District Library Agreement, it is necessary for the School District to lease real property and transfer personal property to the District Library as set forth in this Agreement.

THEREFORE, in consideration of the premises, the School District and the District Library agree as follows:

1. At its own cost, the School District shall close the fiscal year of the Former Library as of the June 30, immediately preceding the December 1 next following the date on which a majority of the electors of the District Library district approve a districtwide millage (the "Millage Levy Date").

2. Subject to the conditions specified in this Property Transfer Agreement, and pursuant to the Bill of Sale attached hereto as Schedule 1 as of the Effective Date of the District Library Agreement, the School District shall transfer all the tangible and intangible personal property of the Former Library to the District Library, subject to all the liabilities and contractual obligations, including contingent liabilities, of or incurred by the Former Library.

3. Subject to the conditions specified in this Property Transfer Agreement, and pursuant to Leases substantially in the form attached hereto as Schedules 2 and 3, the School District shall lease the Hackley Public Library Building and the Torrent House properties to the District Library

as of the Effective Date of the District Library Agreement.

4. At its own cost, the District Library shall have the financial statements of the Former Library for the period or periods beginning the July 1 immediately preceding the Millage Levy Date audited separately by an independent certified public accountant.

5. The District Library hereby assumes and agrees to indemnify the School District against all the liabilities and contractual obligations, including contingent liabilities, of or incurred by the Former Library. The liabilities assumed shall include amounts owed by the Former Library to the School District under any of those contractual obligations. The liabilities and contractual obligations assumed by the District Library shall include, but not be limited to, those identified in Schedule 4 attached hereto.

6. Except as otherwise agreed to by the School District, the District Library shall use the Hackley Public Library building as the District Library's major public service center during the term of the Lease attached as Schedule 2.

7. The District Library shall execute and deliver the Employee Lease Agreement substantially in the form attached as Exhibit D to the District Library Agreement.

8. The District Library shall, to the fullest extent permitted by law, at its own cost, defend, indemnify and hold the School District, the City of Muskegon, and their officers, agents and employees (the "Indemnified Persons") harmless from any and all suits, actions, legal or administrative proceedings, or claims, including reasonable attorneys' fees and costs, arising from or resulting for, or in any way connected with, the operation of the District Library by the District Library Board. The District Library Board shall obtain insurance coverage in amounts reasonably determined by the District Library Board to be adequate to meet such liabilities, and such insurance policies shall name the Indemnified Persons as additional insured parties. The District Library shall furnish the School District a binder evidencing or renewing such policies at least 30 days before the policy expires. Any such policy or binder shall provide for at least 30 days' notice to the School District and the City of any change in coverage or of cancellation.

9. The School District and the District Library hereby establish a Public Improvement Fund to be held by the School District for buildings owned by the School District and leased to the District Library. The School District and the District Library shall each contribute an equal amount not later than May 1 of each year (provided, however, that the District Library shall not be required to make such contribution until the May 1 next

following the levy of a District Library millage). The annual contribution of each party shall be $25,000 or such higher amount as may be mutually agreed upon by the parties. In addition, the School District shall contribute additional amounts to the Public Improvement Fund as provided in paragraph 5(h) of the District Library Agreement. The Public Improvement Fund shall be used exclusively for capital replacements or extraordinary repairs to the Hackley Public Library building and the Torrent House leased by the School District to the District Library pursuant to the Leases attached hereto as Schedules 2 and 3. For purposes of the Public Improvement Fund and such Leases, any item of repair and replacement the cost of which exceeds the amount of the mandated base competitive bid amount as established each year pursuant to Sections 1267 and 1274 of the Revised School Code shall be considered a "capital replacement or extraordinary repair". No expenditure shall be made from the Public Improvement Fund without the prior written approval of the School District and the District Library, which approval shall not be unreasonably withheld. The Public Improvement Fund may be used for capital replacements or extraordinary repairs to either the Hackley Public Library building or the Torrent House as mutually agreed by the School District and the District Library. All interest earned on the Public Improvement Fund shall accrue to the Fund. At the expiration or termination of one of the Leases attached as Schedules 2 and 3, but not both Leases, the balance of the Public Improvement Fund shall be retained in the Fund for capital replacements or extraordinary repairs to the building for which a Lease remains in effect. At the expiration or termination of both Leases attached as Schedules 2 and 3, any unused balance of the Fund shall be distributed to the School District and the District Library in amounts proportionate to their respective total annual contributions to the Fund. The obligations in this paragraph shall be binding upon the School District and the District Library unless and until both of the Leases attached as Schedules 2 and 3 expire or terminate.

10. The District Library shall reimburse the School District for the interim funding of the operation of the District Library in accordance with paragraph 5 of the District Library Agreement.

11. In the event of failure by either party to perform its obligations under this Agreement, the other party shall have the power to seek such remedies as shall be available to it at law or in equity, including actions for mandamus.

IN WITNESS WHEREOF, the School District and the District Library have executed this Property Transfer Agreement as of the date first indicated above by and through their respective duly authorized representatives.

WITNESS: **PUBLIC SCHOOLS OF THE CITY OF MUSKEGON**

By ______________________________

______________________________ Its ______________________

By ______________________________

______________________________ Its ______________________

**HACKLEY PUBLIC LIBRARY**

By ______________________________

______________________________ Its ______________________

By ______________________________

______________________________ Its ______________________

## SCHEDULE 1 TO EXHIBIT C

## BILL OF SALE

This Bill of Sale ("Bill of Sale") is made as of _______________, 2001, between the **Public Schools of the City of Muskegon** ("Seller") and the **Hackley Public Library**, a district library established pursuant to the District Library Establishment Act ("Purchaser").

For valuable consideration, Seller transfers and conveys to Purchaser all of Seller's right, title and interest in and to all of the tangible and intangible personal property used by Seller in providing public library services to the residents in the jurisdictional boundaries of the Seller, including, without limitation, all of the personal property located in or used in connection with the Seller's Hackley Public Library, a former school district library; including, but not limited to, the personal property located on the premises described in attached Exhibit A and all books, records, reports, documents, instruments and agreements evidencing, detailing or pertaining to any of the personal property, and the Seller's rights therein. Except as set forth in attached Exhibit B, none of the personal property is subject to any claim, lien, encumbrance or interest of any kind or nature. The personal property described in the attached Exhibit C is transferred and conveyed to the Purchaser subject to the restriction that any such items may not be sold or transferred to another party unless such item is first offered in writing to Seller at no cost and Seller fails to accept the offer in writing within 30 days.

Except as expressly provided herein, Seller makes the transfer under this Bill of Sale without any representation, warranty or guaranty, whether express, implied or statutory, including any warranty of condition, merchantability, habitability or fitness for a particular use or purpose. This transfer is made as is, where is and with all faults.

Purchaser accepts delivery of the personal property and assumes all risk of loss and responsibility for the performance and compliance with any contractual agreement or undertaking related to any of the personal property or any of the Seller's rights therein.

This Bill of Sale is made as of the date first above written.

WITNESSES:

**PUBLIC SCHOOLS OF THE CITY OF MUSKEGON**

______________________ By ______________________

Its: ______________________

______________________ By ______________________

Its: ______________________

**HACKLEY PUBLIC LIBRARY**

______________________

By ______________________

______________________ Its: ______________________

By ______________________

Its: ______________________

**BILL OF SALE**
**EXHIBIT A**

The property being transferred is located at or associated with the following described premises, located at 316 W. Webster Avenue, City of Muskegon, County of Muskegon, Michigan, commonly known as the Hackley Public Library, and the premises located at 315 W. Webster Avenue, City of Muskegon, County of Muskegon, Michigan commonly known as the Torrent House, and more particularly described as follows:

Hackley Public Library

The Westerly 142.28 feet of Lot 6, Block 327, of the Revised Plat (of 1903) of the City of Muskegon, as recorded in Liber 3, of Plats, p.71, Muskegon County Records, City of Muskegon, Muskegon County, Michigan.

Torrent House

Lot 6 and part of lot 5 of block 334 of the revised plat of 1903 of the City of Muskegon, Muskegon County, Michigan, described as follows: Commencing at the Northwest corner of said Lot 6 for point of beginning, thence North 50 degrees 57 minutes East along the Southerly line of Webster Avenue 70.60 feet, thence South 38 degrees 50 minutes East 33.00 feet, thence North 51 degrees 10 minutes East 10.65 feet, thence South 38 degrees 50 minutes East 19.45 feet, thence North 51 degrees 10 minutes East 5.65 feet, thence South 38 degrees 24 minutes East 82.15 feet to the Northerly line of the 20 foot Alley in said Block, thence South 51 degrees 18 minutes West along said Northerly line 87.30 feet to the Easterly line of Third Street, thence North 38 degrees 24 minutes West along said Easterly line 134.15 feet to the point of beginning, and common and mutual use of footings and foundations as shall exist on the property above decried and the property which is adjacent to and which is owned by the American National Red Cross.

**BILL OF SALE**
**EXHIBIT B**

[Liens, claims, encumbrances or interests in the personal property transferred under this Bill of Sale]

**BILL OF SALE**
**EXHIBIT C**

The following items of personal property have significant historical value and are subject to the restrictions described in this Bill of Sale:

[Insert list]

# Exempt Historic Items List
## Hackley Public Library

| Quantity | Item | Description | Location |
|---|---|---|---|
| 8 | Tables | Original large oak library tables, some initialed "HPL" pressed into table apron. No two the same dimensions but all over 6' long and over 3'ft wide. Original 1890 tables. | 6 HPL<br>2 TH |
| 1 | Table | Original large square walnut table seen in original photos. Initials "HPL" pressed into table apron. Original 1890. | TH |
| 45 | Chairs | Original oak library chairs, all with initials "HPL" pressed into center back frame facing the seat, various seats, backs, and arms. Original 1890 chairs. | 35 HPL<br>10 TH |
| 18 | Chairs | Windsor style oak chairs from 1922 remodeling. | TH |
| 2 | Settee | Original oak library "love seat", match 35 original chairs, initials "HPL" pressed into center back frame facing the seat, upholstered seats, backs and arms. Original 1890 chairs. | 1 HPL<br>1 TH |
| 1 | Chair | Old oak library chair, initials "HPL" pressed into center back of chair facing seat, turned spindles supporting back and arms. Visible in photographs pre 1900. | HPL |
| 1 | Entry Bench | Very tall oak bench with large mirror over seat, storage in seat, initialed "HPL" on front below seat. Approx. 7"h x 4"w x 2'd. Probably original 1890. | TH |
| 2 | Card Catalogs | Original card catalogs produced by Shaw-Walker. 9 double drawers each. Many drawer rods initialed "S-W". Original 1890. | HPL |

HPL = Hackley Public Library TH = Torrent House MMA = Muskegon Museum of Art CHH = Charles Henry Hackley

| Quantity | Item | Description | Location |
| --- | --- | --- | --- |
| 1 | Closet | Tall, free standing, oak closet with door, mirror, and drawer beneath. Possibly original. | HPL |
| 1 | Desk | Oak roll top desk, refinished. May have belonged to CHH. | HPL |
| 1 | Book Rack | Old, unusual design 4 sided revolving cherry book displayer, approx. 5' tall. Labeled "Library Bureau". | HPL |
| 2 | File Cabinets | Large, wood, 4 legal sized drawers each, marked "Shaw-Walker" | HPL |
| 2 | Benches | Free standing with backs, oak, each 4 ft., old "story time" seating. Original children's dept. equip. 1922. | HPL |
| 1 | Bench | Free standing with back, oak, L-shaped corner "story time" bench. Original children's dept. equip. 1922. | TH |
| 1 | Picture Book Table | Long oak table with slanted top and rail, approx. 7'long x 25"h x18" deep, used by children to view picture books. circa 1922. | TH |
| 1 | Bench | Long bench for picture book table above. c. 1922. | HPL |
| 2 | Benches | Old oak benches used for story times, ea. approx. 4' | TH |
| 3 | Shelving Sections | Sections double faced shelving, approx. 12'w x 7'h x 4.5'd. Glass sliding doors above in three sections. Solid sliding doors below. Original 1890 library shelving. | HPL |

HPL = Hackley Public Library TH = Torrent House MMA = Muskegon Museum of Art CHH = Charles Henry Hackley

| Quantity | Item | Description | Location |
|---|---|---|---|
| 5 | Shelving Sections | Sections single faced shelving, approx. 30"w x 7'h x 1' d. Glass doors. Original 1890 library shelving. | HPL |
| 1 | Shelving Section | 1 section single faced shelving, approx. 10'w x 5.5'h x 1'd. Glass doors in 3 sections. Original 1890 library shelving. | TH |
| 7 | Shelving Sections | Sections double faced shelving, approx. 12' x 4.5'. Original oak, constructed in 1922 by Hackley Manual Training School. from original shelving. | HPL |
| 4 | Shelving Sections | Sections double faced shelving, approx. 8' x 4.5'. Original oak, constructed in 1922 by Hackley Manual Training School. from original shelving. | HPL |
| 2 | Sections | Freestanding magazine & newspaper shelving made for HPL by Hackley Manual Training school from original wood, 1922 remodeling. Oak, each approx. 4' wide x 6' h. Compartments for 33 magazines and 6 newspapers each. | HPL |
| 5 | Shelves | Labeled "Hackley Public Library" used at book depositories at hospitals and branches pre 1930. Oak, approx. 5'h x 4'w x 1'd. | 3 HPL<br>2 TH |
| 1 | Circulation Desk | Marble topped, U-shaped circulation desk, constructed in 1922. Approx. 28' x 10'. | HPL |
| 2 | Circulation Desks | Small, youth-sized circulation desks with wells, constructed in 1922 by Hackley Manual Training School with original woods, dentate trim matches shelving constructed at the same time. | HPL |
| 1 | Circulation Desk | Unusual 5 sided circulation desk with roll top. Oak. Original equipment at Nelson School. | TH |

HPL = Hackley Public Library TH = Torrent House MMA = Muskegon Museum of Art CHH = Charles Henry Hackley

| Quantity | Item | Description | Location |
|---|---|---|---|
| 1 | Oriental Rug | Very large hand made old rug in excellent condition, tan with blue, dark red and other colors in pattern. Approx. 13' x 22'. | HPL |
| 1 | Painting | Portrait of Julia M. Hackley by E.A. Turner, dated 1897. Large, ornate gold frame with dark red velvet border. Approx. 10' x 6'. | HPL |
| 1 | Painting | Portrait of Charles Hackley by E.A. Turner from the same period. Large, ornate gold frame with dark red velvet border. Approx. 10' x 6'. Presently at the restorers in very poor condition, with saucer sized hole next to CHH and extensive damage. Painting photographed hanging n HPL pre 1922. Note on photo indicates "sent to new high school 1926." Companion to painting of Julia Hackley. | Restorers |
| 1 | Painting | Dedication of the Library 1890 by E.A. Turner, dated 1891. Large, with original ornate gold frame. Approx. 15' x 10'. | HPL |
| 1 | Painting | Portrait of Torrent girls and big, black dog, by E.A. Turner. Large, in ornate gold frame. Approx. 4' x 5'. Companion to painting of Torrent boys by same artist hanging at MMA. | TH |
| 1 | Painting | Portrait of John Torrent by Louis Betts. Ornate gold frame. Approx. 4' x 3'. | TH |
| 1 | Painting | Portrait of John Torrent by E.A. Turner. Unusual, wide ornate dark wood frame with carvings and pressings of plants and animals. Approx. 4' x 4'. | TH |
| 1 | Painting | Portrait of Caroline Torrent by E.A. Turner. Unusual, wide ornate dark wood frame with carvings and pressings of plants and animals. Approx. 4' x 4'. Heavily damaged by water leaking into building in January 1999. | Restorers |

HPL = Hackley Public Library    TH = Torrent House    MMA = Muskegon Museum of Art    CHH = Charles Henry Hackley

| Quantity | Item | Description | Location |
| --- | --- | --- | --- |
| 1 | Painting | "Shepherds Way Home" by L.B. Knox. Original Hackley Art Gallery collection pre 1913 building, restored by Bettye Clark Cannon. Approx. 5' x 3' in ornate gold frame. | TH |
| 1 | Painting | Title & artist unknown, from original Hackley Art Gallery collection pre 1913 building. Large landscape showing mountains and valleys and 2 monks conversing. Partially hidden church in background. Possibly Italy Restored by Bettye Clark Cannon. Approx. 6' x 4' in ornate gold frame. | TH |
| 1 | Bust | Marble bust of Charles Hackley by C.H. Niehaus. Dated 1892. Top of one ear not attached to bust. | HPL |
| 1 | Photo Collage | "Old Settlers and Representative Men of Muskegon, Muskegon Chronicle 1885." Approx. 4'w x 2.5' h. Original used for Chronicle article in 1885. | HPL |
| 1 | Lithograph | Birdseye view of Muskegon, 1874, by Charles Shober & Co. | HPL |
| 1 | Model Ship | Model of the U.S.S. Constitution made by "the Hume Boys" and donated by them circa 1950. In glass case, approx 4'w x 3.5'h x 2'd. | HPL |
| 1 | Model Ship | Model of the H.M.S. Prince Albert, made by "the Hume Boys" and donated by them circa 1950. In glass case, approx. 4'w x 3.5'h x 2'd. | HPL |
| 1 | Framed Document | Resolution of MPS Board of Education accepting CHH donation of HPL | HPL |

HPL = Hackley Public Library    TH = Torrent House    MMA = Muskegon Museum of Art    CHH = Charles Henry Hackley

| Quantity | Item | Description | Location |
| --- | --- | --- | --- |
| 1 | Framed | Resolution of City of Muskegon commending CHH donation of HPL | HPL |
| 1 | Book | "Book of Kells" facsimile edition, with box. Donated by Irish American Society and other individuals. | HPL |
| 1 | Collection | Curtis collection "The North American Indian". Complete collection published between 1980 and 1930 consisting of 20 volume set of 12.5" x 9.5" books containing 1500 full page photogravures and 20 portfolios containing 700 12" x 16" photogravures in original portfolios. VanGeler Holland watermark paper. Signed by the photographer and Theodore Roosevelt. Placed on permanent loan to the Muskegon Museum of Art in 1977. | MMA |
| Unknown Quantity | | Assorted building fixtures and construction items not in current use, including light fixtures, door hardware, shelving hardware, plaster molds, roofing slate, blue prints. | HPL, TH |
| Unknown Quantity | | Assorted realia including Charles Hackley's key to HPL, a slice of a log bearing the Hackley logmark, HPL spoons, post cards, commemorative & promotional items, copper plates used to print HPL dedication book, antique library book imprinting and binding equipment, old book plates, etc. | HPL, TH |
| Unknown Quantity | | Items of historic or nostalgic significance that are attached to or part the building, such as initialed door knobs and fixtures, glass floor, stacks supports and shelving, marble paneling, mural, stained glass and leaded glass, light fixtures. | HPL |
| Unknown Quantity | | Printed items of significance to Muskegon history, consisting of maps, photos, newspapers, scrapbooks, club papers, posters, record books, bibles, annual reports, yearbooks, publications, plat maps, and more. | HPL, TH |

HPL = Hackley Public Library TH = Torrent House MMA = Muskegon Museum of Art CHH = Charles Henry Hackley

SCHEDULE 2 TO EXHIBIT C

# LEASE

## HACKLEY PUBLIC LIBRARY BUILDING

**This Lease** is made as of the _____ day of March _____, 2001, by and between the **Public Schools of the City of Muskegon**, hereinafter designated as the Landlord, and the **Hackley Public Library**, hereinafter designated as the Tenant.

1. **Description and Term.** In consideration of the rent described below and the covenants and agreements to be performed by the Tenant, and the Landlord under this Lease, the Landlord leases to the Tenant, and the Tenant leases from the Landlord, the Premises commonly known as the Hackley Public Library, located at 316 W. Webster, in the City of Muskegon, County of Muskegon, Michigan, as more particularly described on Exhibit A, from and after the ___ day of March, 2001, to and including the ____ day of March, 2051, unless terminated prior thereto as provided in this Lease.

2. **Rent.** In consideration of this Lease, the Tenant shall pay rent of $1.00 per annum; shall provide public library services in the jurisdictional boundaries of the Tenant; shall provide the Landlord the rights of use and access set forth in Section 9; and in addition, shall be responsible for paying all of the costs of using, operating, managing, insuring, repairing, maintaining and equipping the Premises.

3. **Tenant's Responsibilities.** Without limiting the foregoing, the Tenant agrees as follows:

   (a) The Tenant shall accept the Premises "as is and with all faults."

   (b) Subject to paragraph 5 of this Lease, the Tenant shall pay for all gas, water, sewer, heat, electricity, light, telephone, or any other communication or utility service used in or rendered or supplied to the Premises during the term of this Lease, as the same shall become due.

   (c) At all times prior to and including June 30, 2001, the Landlord shall be responsible for all costs of maintaining, repairing, and insuring the Premises. Commencing on July 1, 2001 and at all times thereafter, the Tenant shall pay to Landlord the Landlord's actual expenses incurred in the maintenance and repair of the Premises and Landlord's cost of insuring the Premises, pursuant to paragraph 4 of this Lease, subject, however, to paragraph 5 of this Lease. The expenses shall include the actual cost of all personnel (including wages, salaries, fringe benefits, and taxes) for the maintenance and repair of the Premises and all other costs and expenses incurred by the Landlord pursuant to paragraph 4 of this Lease.

The costs of personnel shall be allocated pro rata based on the number of hours of each employee who works on maintenance and repair pursuant to this Lease in relation to their total hours of employment. The Landlord will invoice Tenant each month for the expenses incurred in the maintenance and repair of the Premises on a time and material basis and the expenses for insuring the Premises, with an itemization of such expenses. The Tenant shall pay the invoice within thirty (30) days of receipt.

(d) The Tenant shall make its annual contribution to the Public Improvement Fund pursuant to paragraph 9 of the Property Transfer Agreement attached to the District Library Agreement as Exhibit C. The total amount of the contribution shall be $25,000 or such higher amount as may be mutually agreed upon by Landlord and Tenant. The Public Improvement Fund may be applied to the Premises or the Torrent House as agreed by the parties as provided in the Property Transfer Agreement.

(e) The Tenant shall not perform or permit any acts or carry on any practices which may injure the building and structures on the Premises.

(f) The Tenant shall be responsible for the risk of loss of all the personal property on the Premises and shall provide fire and extended coverage insurance on the personal property located in the Premises in amounts reasonably deemed adequate by the Tenant to fully insure the personal property. It is understood and agreed that if the personal property on the Premises as of the Effective Date of the District Library Agreement is damaged or destroyed in whole or in part by fire or other casualty during the term hereof, the Tenant will repair and restore the same to good tenantable condition with reasonable dispatch based solely upon the amount of insurance proceeds received by the Tenant to cover such casualty.

(g) The Tenant shall not make any structural improvements, alterations, additions or physical changes to the Premises without the Landlord's prior written consent.

(h) The Tenant shall be responsible for its own regular janitorial service to maintain the Premises in a neat and clean condition.

(i) the Tenant shall at all times comply with all restrictive covenants or similar restrictions on the use of the property.

**4.** **Landlord's Responsibilities.** The Landlord agrees as follows:

(a) Subject to the Tenant's obligation set forth in paragraph 3(c), the Landlord shall maintain the Premises in good condition and repair (ordinary wear and tear excepted) including, without limitation, all plumbing, sprinkler, heating, air conditioning, electrical, gas, and other fixtures and equipment; the roof, structural supports, exterior and interior walls, floor, walkways, sidewalks, grounds, landscaping, and parking lots; all windows, and window frames, doors and door frames, and ceilings; all interior wall coverings and floor coverings; and all exterior and interior signs; and shall make all necessary repairs thereto.

(b) Subject to the Tenant's obligation set forth in paragraph 3(c), the Landlord shall at all times during the term of this Lease keep the premises insured against loss or damage caused by fire, with extended coverage, boiler and machinery insurance, water damage and windstorm damage, in an amount not less than one hundred percent (100%) of the full insurable value as determined from time to time. The term "full insurable value" means actual replacement cost without deduction for physical depreciation.

(c) At all times prior to and including June 30, 2001, the Landlord shall be responsible for all costs and expenses incurred by the Landlord pursuant to this Lease. Commencing on July 1, 2001 and thereafter, the Tenant shall be responsible for all such costs and expenses as provided in paragraph 3(c).

(d) The Landlord shall make its annual contribution to the Public Improvement Fund pursuant to paragraph 9 of the Property Transfer Agreement

**5.** Notwithstanding any other provision of this Lease, the obligations of the Tenant and the Landlord shall be consistent with paragraph 5 of the District Library Agreement as follows:

(a) The Landlord shall be responsible for all costs and payments described in paragraph 3 from the effective date of this Lease until June 30, 2001.

(b) If a District Library millage is approved by voters on or before September 30, 2001, the Landlord shall pay all costs of operating, maintaining, repairing, and insuring the Premises on an interim basis from July 1, 2001, through February 28, 2001, and Tenant shall reimburse the Landlord for such costs from District Library millage revenues as soon as possible and not later than June 30, 2002.

(c) If a District Library millage is not approved by voters on or before September 30, 2001, the Landlord, and not the Tenant, shall be responsible for all costs of operating, maintaining, repairing, and insuring Premises for the fiscal year 2001- 2002 (July 1, 2001 - June 30, 2002) and the Tenant shall not be obligated to reimburse the Landlord for such costs.

(d) If a District Library millage is not approved by voters on or before September 30, 2001 but is approved by voters on or before June 30, 2002, the Landlord shall pay all costs of operating, maintaining, repairing, and insuring the Premises on an interim basis from July 1, 2002 through February 28, 2003, and Tenant shall reimburse the Landlord for such costs from District Library millage revenues as soon as possible and not later than June 30, 2003.

6. **Public Improvement Fund.** In the event that capital replacements or extraordinary repairs to the Premises are necessary from time to time to maintain the building in sound condition during the term of the Lease, the Public Improvement Fund established pursuant to the Property Transfer Agreement shall be used to offset such expenditures in accordance with the Property Transfer Agreement and subject to the prior written approval of the Landlord and Tenant, which shall not be unreasonably withheld. For purposes of this Lease, any item of repair or replacement, the cost of which exceeds the amount of the mandated based competitive bid amount as established each year pursuant to Sections 1267 and 1274 of the Revised School Code, shall be considered a "capital replacement or extraordinary repair".

7. **Assignment.** The Tenant covenants not to assign or transfer this Lease under any circumstances without the prior written consent of the Landlord.

8. **Use and Occupancy.** It is understood and agreed between the parties hereto that: (a) except to the extent the Premises or a portion of the Premises are used from time to time by the Landlord as provided in paragraph 10 of this Lease, the Premises during the continuance of this Lease shall be used and occupied for providing public library services to the residents in the jurisdictional boundaries of the Tenant and for no other purpose or purposes (except for reciprocal borrowing) without the written consent of the Landlord; (b) upon discontinuance of the use of the Premises for public library purposes in excess of 90 consecutive days (other than during periods following fire or other casualty or during renovations), this Lease shall forthwith terminate and possession shall be returned to the Landlord; and (c) that the Tenant will not use or permit or suffer the use of the Premises for any purpose in violation of any federal or state law, municipal ordinance or regulation, including the federal Americans with Disabilities Act and the Michigan Handicappers' Civil Rights Act.

9. **Fire/Casualty.** It is understood and agreed that if the Premises are damaged or destroyed in whole or in part by fire or other casualty during the term hereof, the Landlord will repair and restore the same to good tenantable condition with reasonable dispatch based solely upon the amount of insurance proceeds received by the Landlord to cover such casualty. The Tenant shall remove its damaged goods, wares, equipment and/or property within a reasonable time to permit the repair and restoration.

10. **Access to Premises.** During the term of this Lease, Landlord shall have the non-exclusive right to use any facilities for Landlord's purposes that do not interfere with public library services as may be mutually agreed upon from time to time by the Landlord and Tenant. The Landlord shall have the right to enter upon the Premises at all reasonable hours for the purpose of inspecting the same.

11. **Quiet Enjoyment.** The Landlord covenants that the said Tenant, on performance of all of Tenant's obligations, shall and may peacefully and quietly have, hold and enjoy the Premises as provided in this Lease for the term thereof.

12. **Termination.** The Landlord shall have the power to terminate this Lease upon 48 months written notice to the Tenant. In the event the Landlord so terminates this Lease, the Landlord shall reimburse the Tenant for capital improvements or extraordinary repairs to the Premises (depreciated in accordance with generally accepted accounting principles) to the extent of the Tenant's payments therefor to the Public Improvement Fund pursuant to paragraph 9 of the Property Transfer Agreement.

13. **Remedies.** If Tenant shall breach or fail to perform any of the promises and agreements in this Lease, and such failure shall continue, without commencement and diligent pursuit of remedial action, for sixty (60) days after written notice from Landlord, Landlord may commence such performance at Tenant's cost and expense or terminate this Lease and reenter and repossess the Premises.

14. **Remedies Not Exclusive.** It is agreed that each and every of the rights, remedies and benefits provided by this Lease shall not be cumulative, and shall not be exclusive of any other of said rights, remedies and benefits or of any other rights, remedies and benefits allowed by law or equity.

15. **Waiver.** One or more waivers of any covenant or condition by the Landlord shall not be construed as a waiver of a further breach of the same covenant or condition.

16. **Notices.** Whenever notice of any kind is required under this Lease, it shall be deemed sufficient notice and service thereof if such notice is in writing addressed to the applicable party at its last known Post Office address and deposited in the mail with postage prepaid.

17. **Expiration of Lease.** Upon the expiration of this Lease, and substantial performance of the Tenant's agreements herein, the Landlord may transfer to the Tenant all right, title and interest in the Premises, pursuant to a Quit Claim Deed, or the parties may extend the terms of this Lease.

18. **Termination; Dissolution of Library.** This Lease shall automatically terminate in the event of the dissolution of the Hackley Public Library as a district library.

IN WITNESS WHEREOF, the parties have executed this Lease by the signature of the duly authorized officers of the parties as of the date written in paragraph 1.

WITNESSES:

**PUBLIC SCHOOLS OF THE CITY OF MUSKEGON**

______________________ By ______________________

Its: ______________________

______________________ By ______________________

Its: ______________________

______________________

**HACKLEY PUBLIC LIBRARY**

By ______________________

______________________

Its: ______________________

By ______________________

Its: ______________________

## EXHIBIT A

Hackley Public Library

The Westerly 142.28 feet of Lot 6, Block 327, of the Revised Plat (of 1903) of the City of Muskegon, as recorded in Liber 3, of Plats, p.71, Muskegon County Records, City of Muskegon, Muskegon County, Michigan.

**SCHEDULE 3 TO EXHIBIT C**

# LEASE

## TORRENT HOUSE

**This Lease** is made as of the _____ day of March, 2001, by and between the **Public Schools of the City of Muskegon**, hereinafter designated as the Landlord, and the **Hackley Public Library**, hereinafter designated as the Tenant.

**1. Description and Term.** In consideration of the rents described below and the covenants and agreements to be performed by the Tenant, and the Landlord under this Lease, the Landlord leases to the Tenant, and the Tenant leases from the Landlord, the Premises commonly known as the Torrent House, located at 315 W. Webster, in the City of Muskegon, County of Muskegon, Michigan, as more particularly described on Exhibit A, from and after the ___ day of March, 2001, to and including the ____ day of March, 2051, unless terminated prior thereto as provided in this Lease.

**2. Rent.** In consideration of this Lease, the Tenant shall pay rent of $1.00 per annum; shall provide public library services in the jurisdictional boundaries of the Tenant; shall provide the Landlord the rights of use and access set forth in Section 9; and in addition, shall be responsible for paying all of the costs of using, operating, managing, insuring, repairing, maintaining and equipping the Premises.

**3. Tenant's Responsibilities.** Without limiting the foregoing, the Tenant agrees as follows:

(a) The Tenant shall accept the Premises "as is and with all faults."

(b) Subject to paragraph 5 of this Lease, the Tenant shall pay for all gas, water, sewer, heat, electricity, light, telephone, or any other communication or utility service used in or rendered or supplied to the Premises during the term of this Lease, as the same shall become due.

(c) At all times prior to and including June 30, 2001, the Landlord shall be responsible for all costs of maintaining, and repairing the Premises. Commencing on July 1, 2001 and at all times thereafter, the Tenant shall pay to Landlord the Landlord's actual expenses incurred in the maintenance and repair of the Premises and Landlord's cost of insuring the Premises, pursuant to paragraph 4 of this Lease, subject, however, to paragraph 5 of this Lease. The expenses shall include the actual cost of all personnel (including wages, fringe benefits and taxes) for maintenance and repair of the Premises and all other costs and expenses incurred by the Landlord pursuant to paragraph 4 of this Lease. The costs of personnel shall be allocated pro rata based on the number of hours of each employee who works on maintenance and repair pursuant to this Lease in relation to their total hours of employment. The Landlord will invoice the Tenant each month for the expenses incurred in the maintenance and repair of the Premises on a time and materials basis, and the expenses for insuring the Premises, with an itemization of such expenses. The Tenant shall pay the invoice within thirty (30) days of receipt.

(d) The Tenant shall make its annual contribution to the Public Improvement Fund pursuant to paragraph 9 of the Property Transfer Agreement attached to the District Library Agreement as Exhibit C. The total amount of the contribution shall be $25,000 or such higher amount as may be mutually agreed upon by Landlord and Tenant. The Public Improvement Fund may be applied to the Premises or the Hackley Public Library building as agreed by the parties as provided in the Property Transfer Agreement.

(e) The Tenant shall not perform or permit any acts or carry on any practices which may injure the building and structures on the Premises.

(f) The Tenant shall be responsible for the risk of loss of all the personal property on the Premises and shall provide fire and extended coverage insurance on the personal property located in the Premises in amounts reasonably deemed adequate by the Tenant to fully insure the personal property. It is understood and agreed that if the personal property on the Premises as of the Effective Date of the District Library Agreement is damaged or destroyed in whole or in part by fire or other casualty during the term hereof, the Tenant will repair and restore the same to good tenantable condition with reasonable dispatch based solely upon the amount of insurance proceeds received by the Tenant to cover such casualty.

(g) The Tenant shall not make any structural improvements, alterations, additions or physical changes to the Premises without the Landlord's prior written consent.

(h) The Tenant shall be responsible for its own regular janitorial service to maintain the Premises in a neat and clean condition.

(i) The Tenant shall at all times comply with all restrictions contained in deeds conveying title to the premises to the Landlord as set forth in Liber 1810, pp. 891-894 in the Muskegon County Register of Deeds.

4. **<u>Landlord's Responsibilities</u>.** The Landlord agrees as follows:

(a) Subject to the Tenant's obligation set forth in paragraph 3(c), the Landlord shall maintain the Premises in good condition and repair (ordinary wear and tear excepted) including, without limitation, all plumbing, sprinkler, heating, air conditioning, electrical, gas, and other fixtures and equipment; the roof, structural supports, exterior and interior walls, floors, walkways, sidewalks, grounds, landscaping, and parking lots; all windows, and window frames, doors and door frames, and ceilings; all interior wall coverings and floor coverings; and all exterior and interior signs; and shall make all necessary repairs thereto.

(b) Subject to the Tenant's obligation set forth in paragraph 3(c), the Landlord shall at all times during the term of this Lease keep the premises insured against loss or damage caused by fire, with extended coverage, boiler and machinery insurance, water damage and windstorm damage, in an amount not less than one hundred percent (100%) of the full insurable value as determined from time to time. The term "full insurable value" means actual replacement cost without deduction for physical depreciation.

(c) At all times prior to and including June 30, 2001, the Landlord shall be responsible for all costs and expenses incurred by the Landlord pursuant to this Lease. Commencing on July 1, 2001 and thereafter, the Tenant shall be responsible for all such costs and expenses as provided in paragraph 3(c).

(d) The Landlord shall make its annual contribution to the Public Improvement Fund pursuant to paragraph 9 of the Property Transfer Agreement.

**5.** Notwithstanding any other provision of this Lease, the obligations of the Tenant and the Landlord shall be consistent with paragraph 5 of the District Library Agreement as follows:

(a) The Landlord shall be responsible for all costs and payments described in paragraph 3 from the effective date of this Lease until June 30, 2001.

(b) If a District Library millage is approved by voters on or before September 30, 2001, the Landlord shall pay all costs of operating, maintaining, repairing, and insuring the Premises on an interim basis from July 1, 2001, through February 28, 2001, and Tenant shall reimburse the Landlord for such costs from District Library millage revenues as soon as possible and not later than June 30, 2002.

(c) If a District Library millage is not approved by voters on or before September 30, 2001, the Landlord, and not the Tenant, shall be responsible for all costs of operating, maintaining, repairing, and insuring Premises for the fiscal year 2001 - 2002 (July 1, 2001 - June 30, 2002) and the Tenant shall not be obligated to reimburse the Landlord for such costs.

(d) If a District Library millage is not approved by voters on or before September 30, 2001 but is approved by voters on or before June 30, 2002, the Landlord shall pay all costs of operating, maintaining, repairing, and insuring the Premises on an interim basis from July 1, 2002 through February 28, 2003, and Tenant shall reimburse the Landlord for such costs from District Library millage revenues as soon as possible and not later than June 30, 2003.

6. **Public Improvement Fund.** In the event that capital replacements or extraordinary repairs to the Premises are necessary from time to time to maintain the building in sound condition during the term of the Lease, the Public Improvement Fund established pursuant to the Property Transfer Agreement shall be used to offset such expenditures in accordance with the Property Transfer Agreement and subject to the prior written approval of the Landlord and Tenant, which shall not be unreasonably withheld. For purposes of this Lease, any item of repair or replacement, the cost of which exceeds the amount of the mandated base competitive bid amount as established each year pursuant to Sections 1267 and 1274 of the Revised School Code, shall be considered a "capital replacement or extraordinary repair".

7. **Assignment.** The Tenant covenants not to assign or transfer this Lease under any circumstances without the prior written consent of the Landlord.

8. **Use and Occupancy.** It is understood and agreed between the parties hereto that: (a) except to the extent the Premises or a portion of the Premises are used from time to time by the Landlord as provided in paragraph 10 of this Lease, the Premises during the continuance of this Lease shall be used and occupied for any public library purposes or other activities which complement the Hackley Public Library or which are cultural activities, and for no other purpose or purposes without the written consent of the Landlord: (b) upon discontinuance of the use of the Premises for such purposes in excess of 90 consecutive days (other than during periods following fire or casualty damage or during renovations), this Lease shall forthwith terminate and possession shall be returned to the Landlord; and (c) that the Tenant will not use or permit or suffer the use of the Premises for any purpose in violation of any federal or state law, municipal ordinance or regulation, including the federal Americans with Disabilities Act and the Michigan Handicappers' Civil Rights Act.

9. **Fire/Casualty.** It is understood and agreed that if the Premises are damaged or destroyed in whole or in part by fire or other casualty during the term hereof, the Landlord will repair and restore the same to good tenantable condition with reasonable dispatch based solely upon the amount of insurance proceeds received by the Landlord to cover such casualty. The Tenant shall remove its damaged goods, wares, equipment and/or property within a reasonable time to permit the repair and restoration.

10. **Access to Premises.** During the term of this Lease, Landlord shall have the non-exclusive right to use any facilities for Landlord's purposes that do not interfere within public library devices as may be mutually agreed upon from time to time by the Landlord

and Tenant. The Landlord shall have the right to enter upon the Premises at all reasonable hours for the purpose of inspecting the same.

11. **Quiet Enjoyment**. The Landlord covenants that the said Tenant, on performance of all of Tenant's obligations, shall and may peacefully and quietly have, hold and enjoy the Premises as provided in this Lease for the term thereof.

12. **Termination**. The Tenant shall have the power to terminate this Lease with or without cause upon twelve (12) months prior written notice to the Landlord. The Landlord shall have the power to terminate this Lease with or without cause upon twelve (12) months prior written notice to the Tenant. In the event of termination by the Landlord or the Tenant pursuant to this paragraph, the Landlord shall reimburse the Tenant for capital improvements or extraordinary repairs to the Premises (depreciated in accordance with generally accepted accounting principles) to the extent of the Tenant's payments therefor to the Public Improvement Fund pursuant to paragraph 9 of the Property Transfer Agreement.

13. **Remedies**. If Tenant shall breach or fail to perform any of the promises and agreements in this Lease, and such failure shall continue, without commencement and diligent pursuit of remedial action, for sixty (60) days after written notice from Landlord, Landlord may commence such performance at Tenant's cost and expense or terminate this Lease and reenter and repossess the Premises.

14. **Remedies Not Exclusive**. It is agreed that each and every of the rights, remedies and benefits provided by this Lease shall not be cumulative, and shall not be exclusive of any other of said rights, remedies and benefits or of any other rights, remedies and benefits allowed by law or equity.

15. **Waiver**. One or more waivers of any covenant or condition by the Landlord shall not be construed as a waiver of a further breach of the same covenant or condition.

16. **Notices**. Whenever notice of any kind is required under this Lease, it shall be deemed sufficient notice and service thereof if such notice is in writing addressed to the applicable party at its last known Post Office address and deposited in the mail with postage prepaid.

17. **Expiration of Lease**. Upon the expiration of this Lease, and substantial performance of the Tenant's agreements herein, the Landlord may transfer to the Tenant all right, title and interest in the Premises, pursuant to a Quit Claim Deed, or the parties may extend the terms of this Lease.

18. **Termination; Dissolution of Library**. This Lease shall automatically terminate in the event of the dissolution of the Hackley Public Library as a district library.

IN WITNESS WHEREOF, the parties have executed this Lease by the signature of the duly authorized officers of the parties as of the date written in paragraph 1.

WITNESSES: **PUBLIC SCHOOLS OF THE CITY OF MUSKEGON**

________________________ By ___________________________

Its: _______________________

________________________ By ___________________________

Its: _______________________

________________________ **HACKLEY PUBLIC LIBRARY**

By ___________________________

________________________

Its: _______________________

By ___________________________

Its: _______________________

## **EXHIBIT A**

Torrent House

Lot 6 and part of lot 5 of block 334 of the revised plat of 1903 of the City of Muskegon, Muskegon County, Michigan, described as follows: Commencing at the Northwest corner of said Lot 6 for point of beginning, thence North 50 degrees 57 minutes East along the Southerly line of Webster Avenue 70.60 feet, thence South 38 degrees 50 minutes East 33.00 feet, thence North 51 degrees 10 minutes East 10.65 feet, thence South 38 degrees 50 minutes East 19.45 feet, thence North 51 degrees 10 minutes East 5.65 feet, thence South 38 degrees 24 minutes East 82.15 feet to the Northerly line of the 20 foot Alley in said Block, thence South 51 degrees 18 minutes West along said Northerly line 87.30 feet to the Easterly line of Third Street, thence North 38 degrees 24 minutes West along said Easterly line 134.15 feet to the point of beginning, and common and mutual use of footings and foundations as shall exist on the property above described and the property which is adjacent to and which is owned by the American National Red Cross.

## SCHEDULE 4 TO EXHIBIT C

The following is a list of the contractual obligations of the School District relating to the Former Library that are hereby assigned by the School District to the Library and shall be assumed by the Library upon the Execution of this Agreement.

1. Plan of Service Agreement with the Lakeland Library Cooperative.

**[Additional contracts to be inserted]**

## SCHEDULE 2 TO EXHIBIT C

# LEASE

## HACKLEY PUBLIC LIBRARY BUILDING

**This Lease** is made as of the _____ day of March _____, 2001, by and between the **Public Schools of the City of Muskegon**, hereinafter designated as the Landlord, and the **Hackley Public Library**, hereinafter designated as the Tenant.

1. **Description and Term.** In consideration of the rent described below and the covenants and agreements to be performed by the Tenant, and the Landlord under this Lease, the Landlord leases to the Tenant, and the Tenant leases from the Landlord, the Premises commonly known as the Hackley Public Library, located at 316 W. Webster, in the City of Muskegon, County of Muskegon, Michigan, as more particularly described on Exhibit A, from and after the ___ day of March, 2001, to and including the ____ day of March, 2051, unless terminated prior thereto as provided in this Lease.

2. **Rent.** In consideration of this Lease, the Tenant shall pay rent of $1.00 per annum; shall provide public library services in the jurisdictional boundaries of the Tenant; shall provide the Landlord the rights of use and access set forth in Section 9; and in addition, shall be responsible for paying all of the costs of using, operating, managing, insuring, repairing, maintaining and equipping the Premises.

3. **Tenant's Responsibilities.** Without limiting the foregoing, the Tenant agrees as follows:

   (a) The Tenant shall accept the Premises "as is and with all faults."

   (b) Subject to paragraph 5 of this Lease, the Tenant shall pay for all gas, water, sewer, heat, electricity, light, telephone, or any other communication or utility service used in or rendered or supplied to the Premises during the term of this Lease, as the same shall become due.

   (c) At all times prior to and including June 30, 2001, the Landlord shall be responsible for all costs of maintaining, repairing, and insuring the Premises. Commencing on July 1, 2001 and at all times thereafter, the Tenant shall pay to Landlord the Landlord's actual expenses incurred in the maintenance and repair of the Premises and Landlord's cost of insuring the Premises, pursuant to paragraph 4 of this Lease, subject, however, to paragraph 5 of this Lease. The expenses shall include the actual cost of all personnel (including wages, salaries, fringe benefits, and taxes) for the maintenance and repair of the Premises and all other costs and expenses incurred by the Landlord pursuant to paragraph 4 of this Lease.

## EXHIBIT D

## EMPLOYEE LEASING AGREEMENT

Agreement made by and between PUBLIC SCHOOLS OF THE CITY OF MUSKEGON ("MPS"), a Michigan public school district, and HACKLEY PUBLIC LIBRARY ("HPL"), a Michigan District Library.

In consideration of the mutual promises and benefits contained herein the parties agree as follows:

1. **MPS Services**. MPS agrees to lease to HPL and HPL agrees to lease from MPS the personnel on the list previously supplied by HPL to MPS, including a Director, and such additional personnel employed by MPS as provided in Section 6 below ("Leased Employees") on the terms and conditions described herein. MPS shall (i) compile, prepare and maintain all payroll and employee information records required for the Leased Employees, make all proper payroll deductions, including payments for income tax and Social Security tax requirements under local, State and Federal laws for compensation and benefits paid to the Leased Employees and shall file all related tax returns as required by local, State and Federal law; (ii) assume responsibility for administrative matters relating to compensation and employment for the Leased Employees and for the fringe benefits as agreed upon by HPL and MPS; and (iii) secure and maintain workers' compensation insurance coverage for the Leased Employees as required by law. All MPS employees assigned to HPL on the effective date of the District Library Agreement, will be allowed to continue their employment at the library facilities of HPL, subject to MPS's personnel policies as further discussed herein.

2. **Term of Agreement.** This Agreement shall commence on the effective date of the District Library Agreement and remain in effect until the February 28th following the levy of a District Library millage or, if a District Library millage is not approved, until June 30, 2002. Termination may also occur by operation of Paragraphs 10 and 11 in this Agreement or by mutual agreement of the parties.

3. **Payment and Terms.**

(a) Reimbursements. In accordance with the payment procedures described herein, HPL shall pay to MPS all cost herein incurred by MPS in connection with the Leased Employees (the "Reimbursements") including all payroll (inclusive of bonuses and special payments), all applicable Federal, State and local taxes, all premiums and contributions in connection with employee benefits, all insurance (including, but not limited to, health, dental, optical, life), all workers' compensation premiums, all unemployment compensation charges and all payments in connection with all pension, deferred compensation or retirement plans, along with a service fee of three percent (3%) of all said costs attributable to HPL. In the event of the sale, dissolution, liquidation, reorganization or closing of HPL or HPL's business during the term of this Agreement which causes MPS to terminate or lay off any MPS employee assigned to HPL under this

Agreement, HPL agrees to promptly reimburse MPS for actual costs incurred by MPS in connection with the termination or lay off of such employee (including, but not limited to, all severance benefits and unemployment expenses and charges incurred by MPS with respect to and paid to such employee, for any costs or charges incurred by MPS which result from HPL's failure or refusal to comply with MPS directives regarding the termination or lay off of such employees or any costs or charges incurred by MPS which results from HPL's failure or refusal to comply with the terms of this Agreement).

(b) Payment Terms.

(i) Invoice. MPS shall deliver to HPL on a per payroll basis an itemized invoice describing all charges applicable to the Leased Employees covered by the next scheduled payroll, including any Reimbursements described in Section 3.

(ii) Payment. Concurrent with receipt of tax funds for the District Library, HPL shall deliver to MPS payment in full for all invoices for all eligible payroll periods, as further described in Paragraph 5 of the District Library Agreement attached hereto as Exhibit A, said payment shall in no event be later than June 30, 2002; or, in the alternative, June 30, 2003, should the District Library millage not be approved by the voters before September 30, 2001.

(iii) Modification. Any adjustment to Federal, State or local taxes, governmental or nongovernmental insurance premiums, contributions for employee benefits applicable hereto, or any other Reimbursements or any change in the status of the Leased Employee shall be effective on the date of such adjustment or change. Further, in the event MPS inadvertently fails to timely include such additional cost on the next periodic invoice when same became due, even if as a result of an administrative error, that amount shall be due retroactive to the date of change, as mandated by the above authority or otherwise, and shall be due by HPL upon the next proper invoicing.

(iv) Billing Disputes. HPL shall be solely responsible for and verify all time submissions of Leased Employees. If HPL disputes the accuracy of any invoice delivered pursuant to this Section, HPL shall, within ten (10) business days of receipt, deliver a notice and detailed explanation of such dispute to MPS. If that notice is not received within such ten (10) business days, the accuracy of such invoice shall be assumed and HPL shall have waived any objections to the accuracy of such invoice. Any errors shall be corrected by a debit or credit to HPL's future invoices.

4. **Workers' Compensation Insurance.** MPS shall secure workers' compensation insurance covering the Leased Employees in amounts determined by MPS as appropriate and required by law. Any such coverage shall be maintained throughout the term of this Agreement. MPS, upon written request, shall provide to HPL on or before the effective date, documentation evidencing that such insurance is valid and in full force and effect as of the effective date. MPS shall have the right, from time to time, to change workers' insurance coverages and/or insurance carriers at its discretion, provided such changes shall not cause any interruption or lapse of insurance coverage to HPL. Pricing as outlined in attached Exhibit B.

5. **Health Insurance.**

(a) MPS shall offer a benefit plan which includes major medical coverage for all eligible MPS employees who have complied with MPS carrier's underwriting requirements and with the provisions of their employment agreement, if applicable. Offered benefits are conditioned upon HPL's compliance with this Agreement.

(b) MPS reserves the right to refuse to issue medical insurance to applicants who do not meet MPS carrier's underwriting requirements.

(c) MPS shall comply with the requirements of COBRA for all eligible employees based upon Federal law. If COBRA premiums are not timely paid by the HPL or the Leased Employee, as determined under applicable Federal law, COBRA coverage will terminate as of the end of the period for which the last payment was timely made. HPL shall timely provide MPS with all such information as may be requested by MPS to permit it to satisfy the requirements of COBRA and HPL shall be responsible for all losses incurred by MPS as a result of HPL's failure to do so.

(d) Effective as of the date of this Agreement, HPL will not sponsor or maintain its own self-funded health (including dental and vision) plan or cafeteria plan as those terms are defined under Sections 105 and 125 of the Internal Revenue Code of 1986, as amended, so long as this Agreement is in effect.

(e) HPL acknowledges that it will retain full responsibility and all liability for any employee benefits it provides Leased Employee.

6. **Direction and Control of Leased Employees.**

(a) MPS shall provide HPL with a Director, who shall be an employee of MPS, subject to any applicable personnel policies then in effect. With respect to the operation of HPL, including but not limited to, the day-to-day operation of HPL within policies to be established by the HPL board, budgeting, services, and materials selection, the Director shall be responsible solely and directly to the HPL board. To the extent policies set by the HPL board conflict with MPS personnel policies, MPS personnel policies shall prevail.

(b) MPS personnel working at HPL's facilities, including the Director, shall be subject to all MPS personnel policies now in effect or hereafter adopted. It is recognized and understood between MPS and HPL that MPS has the right and the obligation to discipline its employees in accordance with MPS personnel policies during the term of this Agreement. HPL shall therefore have the opportunity, through the Director or, if the employee in question is the Director, then through the HPL Board President, to request that adequate, satisfactory employees continue to be assigned to HPL responsibilities, and in the event a specific employee shall not carry out his or her responsibilities in accordance with the standards applicable to MPS employees performing public library services prior to the effective date of this Agreement, HPL shall notify MPS in writing of that situation, and MPS shall take all actions available to provide discipline to that employee to the extent permissible under MPS policies and collective bargaining agreements then in place.

As of the effective date, MPS has provided HPL with a copy of all applicable MPS personnel policies now in effect. MPS hereby covenants to provide the HPL Board with a copy of any personnel policies hereafter adopted and applicable to the personnel working at HPL.

(c) MPS and HPL agree that MPS and HPL each have the right to exercise direction and control related to the management of safety, risk and labor matters at all work site locations. Accordingly, MPS shall consult with HPL on such matters, and HPL shall have the responsibility to consult with MPS on such matters, as required by MPS; however, MPS shall have the final decision on all such matters, after consultation with HPL, including but not limited to, the following:

> (i) Subject to Paragraph (b) above, hire, fire, discipline and direct all Leased Employees and regulate and supervise all working conditions and labor policies;
>
> (ii) establish all wage, benefits, salaries, bonuses and disciplinary procedures; and
>
> (iii) promulgate and administer employment policies.

(d) MPS shall be entitled to install in conspicuous locations, bulletin board(s) at HPL's work site(s), in order to effectively communicate with the Leased Employees. HPL shall cooperate with MPS in maintaining the integrity of such bulletin board(s) and shall, upon request, insert or post information for the Leased Employees as requested or required by MPS from time to time.

(e) HPL agrees to cooperate fully when required to assist MPS in defending itself against unemployment compensation claims, workers' compensation claims, grievances, demands from personnel decisions pertaining to, or the employment of, the

Leased Employees or otherwise. HPL's cooperation shall include, but not be limited to, the completion of termination reports and, if requested, attendance at hearings, depositions or trials as a witness, answering of questions or interrogatories under oath or otherwise and providing access to, producing or compiling HPL's documents relating to the Leased Employees. Further, such obligation shall survive the termination of this Agreement.

(f) Actions of Leased Employees acting as supervisors for HPL which are in violation of law or which result in liability will be outside the scope of their responsibility as MPS Leased Employees and in such an event supervisory employees will be acting solely as the agents of HPL, unless the action is taken in compliance with MPS policy, procedure, or direction.

(g) HPL and MPS agree that they will take no actions with respect to MPS employees which could be determined to violate any applicable employment or anti-discrimination laws.

7. **HPL's Responsibilities, Representation, Warranties and Covenants.**

(a) Health and Safety Compliance. The parties shall cooperate to assure compliance with all health, safety, tax, employee benefit and other laws, regulations, ordinances and rules of controlling Federal, State and local government authorities which are applicable to the Leased Employees provided, however, MPS shall remain responsible in the event that HPL acts at the suggestion, direction or instruction of MPS. HPL shall cooperate and comply with specific directives from MPS, its insurance carriers or agents, or any governmental agency having jurisdiction over HPL's place of business or the Leased Employees. HPL shall report all employee accidents and injuries to MPS. MPS, MPS's workers' compensation insurance carrier and MPS's liability insurance carriers shall have the right to inspect HPL's place of business at all reasonable times to insure compliance with this Section and with the terms of this Agreement.

(b) HPL Reporting Requirements. HPL agrees it will provide to MPS at the end of each pay period records of actual time worked by each Leased Employee and verify that all hours worked by the Leased Employee that are reported to MPS are accurate and in accordance with the requirements of the Fair Labor Standards Acts and other Federal, State or local laws. These records as submitted to MPS shall become the basis for MPS to issue all payroll checks. MPS shall not be responsible for incorrect, improper or fraudulent records of hours worked. HPL shall provide MPS with periodic reports as requested by MPS from time to time on forms established by MPS (the "HPL Reports"). HPL shall also provide any other information which is reasonably requested by MPS. HPL represents and warrants that the information provided to MPS in, or in connection with, this Agreement, the HPL Reports or otherwise shall be complete and accurate and that MPS may rely upon such information.

8. **Insurance.**

(a) MPS shall continue to keep in.effect as comprehensive general liability insurance on its operations and such coverages as it has generally carried in the past. MPS shall cause the insurer to name HPL as an additional insured, and HPL shall reimburse MPS for the cost of coverage directly attributable to its operations. Should HPL own or operate vehicles in the course of its operations while this Agreement is in effect, those vehicles shall carry uninsured motorist coverage with a minimum combined single limit of Three Hundred Thousand Dollars ($300,000.00) and equivalent personal injury and property damage coverage, naming MPS as an additional insured.

(b) Survival. All representation and warranties made by HPL herein shall survive the term of this Agreement. The representations and warranties in this Section are deemed to be material and MPS enters into this Agreement relying on those representations and warranties.

9. **Indemnification.**

(a) HPL hereby agrees to indemnify, defend and hold harmless MPS and any parent, subsidiary or affiliate thereto, and their directors, officers, attorneys, employees (except the Leased Employees), agents and consultants (collectively, the "Indemnified MPS Parties", and individually, the "Indemnified MPS Party") from and against all demands claims, actions or causes of action, assessments, losses, damages, judgments, arbitration awards, liabilities (whether absolute or accrued, contingent or otherwise), costs and expenses, including, but not limited to, loss of business goodwill, profits or other consequential, special or incidental damages, interest, penalties and attorney fees and expenses asserted (collectively referred to as "Damages") against, imposed upon or incurred by any Indemnified MPS Party directly or indirectly, by reason of or resulting from or relating to any of the following:

(i) Breach or misrepresentation by HPL of any term, condition, covenant, obligation or warranty made or contained in this Agreement or in any certificate or other instrument or document furnished or to be furnished to MPS under this Agreement, including, but not limited to, failure of HPL to cooperate in the defense of employment claims, litigation, grievance and arbitration under Section 6(e) herein;

(ii) Litigation, claims or other liability arising out of HPL's services or arising from the acts, or failures to act, by HPL and or its employees, agents, former employees or former agents, and/or the Leased Employees, including, but not limited to, acts or failures to act constituting negligence, tortious, willful or other misconduct, criminal or dishonest conduct or other conduct in violation of applicable Federal, State or local law or the terms and conditions of this Agreement;

(iii) Litigation or claims arising from any action, or failure to act, by MPS at the direction of HPL;

(iv) Litigation or claims by the Leased Employees against MPS, other than litigation or claims arising from MPS's violation of the terms and conditions of this Agreement or litigation or claims arising from any action, or failure to act, by HPL at the direction of MPS.

(b) MPS hereby agrees to indemnify, defend and hold harmless HPL and any parent, subsidiary or affiliate thereof, and their directors, officers, attorneys, employees, agents, consultants (collectively, the "Indemnified HPL Parties") and individually the "Indemnified HPL Party") from and against all demands, claims, actions or causes of actions, assessments, losses, damages, judgments, arbitration awards, liabilities (whether absolute or accrued, contingent or otherwise), costs and expenses, including but not limited to, loss of business goodwill, profits or other consequential, special or incidental damages, interest, and attorneys fees and expenses asserted (collectively referred to as "Damages") against, imposed upon, or incurred by any Indemnified HPL Party, directly or indirectly, by reason of, or resulting from or relating to any of the following:

(i) Breach or misrepresentation by MPS of any term, condition, covenant, obligation or warranty made or contained in this Agreement;

(ii) Litigation, claims or other liability arising from the acts or failures to act by MPS and/or its employees, agents, former employees or former agents (excluding Leased Employees), including but not limited to acts or failures to act constituting negligence, tortious, willful or other misconduct, criminal or dishonest conduct or other conduct in violation of applicable Federal, State, local law, MPS policy, or the terms and conditions of this Agreement;

(iii) Litigation or claims arising from any action, or failure to act by HPL, at the direction of MPS;

(iv) Litigation or claims by the Leased Employees against HPL (including those arising under the HPL Employee contracts) arising from any action, or failure to act, by HPL at the direction of MPS.

10. **Termination Due to HPL Breach**. HPL shall be in "default" under this Agreement if:

(a) HPL fails to pay any sum when due pursuant to this Agreement or maintain the required deposit described in Section 3(a), if a deposit is called for;

(b) HPL breached, or there is any misrepresentation in any term, condition, covenant, obligation or warranty made or contained in this Agreement or in any certificate or other instrument or document furnished by HPL under this Agreement or otherwise;

(c) HPL fails to comply with any directive from MPS or any governmental authority, including, but not limited to, any directive regarding health, safety, or personnel decisions, or commits any acts which adversely affect MPS's rights as the employer of the Leased Employees provided to HPL under this Agreement or otherwise;

(d) MPS reasonably believes that HPL its agents, or its former agents engaged in serious tortious, willful or other misconduct, criminal or dishonest conduct or conduct in violation of applicable Federal, State or local law;

(e) Any bankruptcy, receivership or insolvency proceeding is instituted by or against HPL;

(f) MPS, in its discretion, deems HPL's financial condition or ability to timely pay MPS invoices to be impaired, whether based on HPL's actual or perceived financial condition, market factors or other outside factors.

(g) MPS shall provide written notice to HPL as provided in Paragraph 13(f), should it deem HPL to be in default of this Agreement. HPL shall have ten (10) business days within which to cure any alleged default prior to MPS taking any further action to terminate this Agreement.

11. **Termination Due to MPS Breach**. MPS shall be in default under this Agreement if:

(a) MPS fails to make any payment to or deposit on behalf of Leased Employees on a timely basis;

(b) MPS breached, or there is any misrepresentation in any term condition, covenant, obligation, or warranty made or contained in this Agreement or in any certificate or other instrument or document furnished by MPS under this Agreement or otherwise;

(c) MPS fails to comply with any directive from any governmental authority, including but not limited to any directive regarding health, safety or personnel decisions;

(d) HPL reasonably believes that MPS, or its employees, agents, former employees or former agents engaged in serious tortious, willful or other misconduct, criminal or dishonest conduct or conduct in violation of applicable Federal, State or local law;

(e) Any bankruptcy, receivership or insolvency proceeding is instituted by or against MPS; or

(f) HPL, in its discretion, deems MPS's financial condition or ability to render the agreed upon services impaired, whether based on MPS's actual or perceived financial condition, market factors or other outside factors.

(g) HPL shall provide written notice to MPS as provided in Paragraph 13(f), should it deem MPS to be in default of this Agreement. MPS shall have ten (10) business days within which to cure any alleged default prior to HPL taking any further action to terminate this Agreement.

12. **TRANSFER OF EMPLOYEES**. It is anticipated by the parties that the employees leased under this Agreement shall, at the end of the term of this Agreement, become employees of HPL. In accordance with that understanding, it is agreed between the parties that:

(a) Ninety (90) days prior to termination, MPS shall give notice or shall have caused notice to be given to all persons who were MPS employees assigned to the HPL operations ("the former school library leased employees") that MPS has ceased operating a public library and that MPS is terminating its employer relationship with all former school library employees on or before ninety (90) days from the date of notice.

(b) At the expiration of this Agreement by reason of the District Library receiving funding, HPL shall offer employment to each former MPS library employee in accordance with the following:

(i) All former MPS library employees shall be offered and given seniority with HPL commensurate with their MPS seniority, and credit for accrued leave, in accordance with the records or labor agreements of MPS with respect to those employees.

(ii) All former MPS employees assigned to HPL who were participating in the MSPERS retirement system shall be allowed continued participation as allowed by Public Act 194 of 1989. Members and beneficiaries of any pension or retirement system or other benefit established by MPS shall continue to have their rights, privileges, benefits, obligations and status with respect to those systems as allowed by law.

(iii) To the extent former MPS employees were not guaranteed sick leave, health and welfare and pension or retirement pay based on seniority, HPL shall not be required to provide these benefits retroactively.

(iv) MPS employees who transfer to a position with HPL shall, by reason of such transfer, receive same or similar wages and benefits.

(c) HPL shall indemnify MPS against any costs or liabilities arising from the termination by MPS of the former MPS employees, resulting from the cessation by MPS of its responsibilities to provide public library services or the hiring or offering to hire such employees by HPL or both.

(d) In the event of failure by either party to perform its obligations under this section of the Agreement, the other party shall have the power to seek such remedies as shall be available to it at law or in equity, including actions for mandamus.

13. **Miscellaneous**.

(a) Assignment. Neither party can assign this Agreement nor its rights and duties hereunder nor any interest without prior written consent from the other.

(b) Amendment. None of the terms and provision of this Agreement may be modified or amended in any way except by an instrument in writing executed by each party hereto.

(c) Entire Agreement. This Agreement constitutes the entire agreement between the parties with regard to the subject matter herein. No oral or written agreements, practice or course of dealing between the parties relating to the subject matter herein shall supersede this Agreement.

(d) Waiver. Failure by either party hereto at any time to require performance by the other party or to claim a breach of any provision or this Agreement will not be construed as a waiver of any subsequent breach nor affect the validity and operation of this Agreement, nor prejudice either party with regard to any subsequent action.

(e) Forms. HPL shall exclusively utilize the forms provided by MPS on MPS stationary and letterhead in dealing with the Leased Employees.

(f) Notices. Any notice or other communications required or permitted hereunder shall be sufficiently given if in writing and delivered personally or sent by confirmed facsimile transmission, telefax, telecopy or other wire transmission (with request for assurance of delivery in a manner typical with respect to communications of the type), overnight air courier (postage prepaid), registered or certified mail (postage prepaid with return receipt requested) addressed to the party's principal place of business (attention to the Director of HPL or the Superintendent of MPS) or to such other address of which the parties may have given notice. Unless otherwise specified herein, notices shall be deemed received (i) on the date delivered, if delivered personally, by wire transmission or confirmed facsimile transmission; (ii) on the next business day after deposit with an overnight air courier; or (iii) three (3) business days after being sent by registered or certified mail.

(g) Governing Law. This Agreement shall be interpreted and enforced under the laws of the State of Michigan. The parties irrevocably consent to the jurisdiction of the Courts of Michigan to determine all issues which may arise under this Agreement.

(h) Severability. If any one or more of the provisions of this Agreement should be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herewith shall not in any way be affected, impaired or prejudiced thereby.

(i) Force Majeure. Neither party hereto shall be liable to the other for any loss of business or any other damages caused by an interruption of this Agreement whereas such interruption is due to war, rebellion or insurrection, an act of God, fire, government statute, order or regulation prohibiting the performance of this Agreement, riots, strikes, labor stoppages, lockouts or labor disputes to the extent such occurrences are not caused by the actions of the party seeking relief under this section, or other causes beyond the reasonable control of MPS or HPL.

(j) Successors and Assigns. This Agreement shall be binding upon MPS and HPL and the successors, transferees and assigns of each.

(k) Section Headings. The Section Headings of this Agreement are for the convenience of the parties only and in no way alter, modify, amend, limit or restrict contractual obligation of the parties under this Agreement.

This Agreement has been executed on this _______ day of ___________________ 2001.

PUBLIC SCHOOLS OF THE CITY
OF MUSKEGON

By ________________________________________

Its ________________________________

By ________________________________________

Its ________________________________

HACKLEY PUBLIC LIBRARY

By ______________________________

Its ______________________________

By ______________________________

Its ______________________________

H:\64\MPS\Library\Library.Agr
2-05-01

## **EXHIBIT B**

PRICING FOR WORKERS' COMPENSATION INSURANCE

(Paragraph 4 of Agreement)

**Date:** January 29, 2001

**To:** Honorable Mayor and City Commissioners

**From:** Ric Scott

**RE:** Summer Celebration Request

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SUMMARY OF REQUEST:

To agree to accept partial payment for services rendered for the 2001 Summer Celebration.

FINANCIAL IMPACT:

Depends on how the event goes

BUDGET ACTION REQUIRED:

None

STAFF RECOMMENDATION:

Approve

COMMITTEE RECOMMENDATION:

Leisure Services Board Recommends approval

**MUSKEGON**
**SUMMER**
**CELEBRATION**

January 16, 2001

Ric Scott, Director of Leisure Services
City of Muskegon
PO Box 536
Muskegon, MI 49443

Dear Mr. Scott:

The Muskegon Summer Celebration Committees are preparing for the 2001 festival to be held Thursday, June 28 through Sunday, July 8. We are humbly requesting the following from City of Muskegon for the 2001 festival:

- Fireworks permits for July 4 and July 8
- Permission for exclusive use of Hackley Park from June 28 through July 8.
- Permission to use picnic tables, garbage cans, fencing, park benches and other city equipment as necessary at no charge.
- Permission for the exclusive use of Clay Avenue between Third and Sixth Streets, Western Avenue from Fourth to Seventh Streets, and Fourth, Fifth and Sixth Streets between Webster and Western and the city parking lot along Western Avenue across from the LC Walker Arena for Art in the Park/Village Craft Market on July 6, 7, and 8.
- Grant exclusive peddling and selling rights of any article from a stand, stall, vehicle, pack or basket, or in any other manner, on any of the following streets in the City in downtown Muskegon during the festival: Webster, Muskegon, Pine, First, Second, Third, Fourth, Fifth, Sixth, Seventh, Eighth, Ninth, Clay, Western, Shoreline Drive Morris, Terrace, Thayer, Jefferson, and Division.
- That the City notify the Summer Celebration of any request for use of City facilities during the time of the Summer Celebration before granting permission for its use.
- Permission for the exclusive use of Shoreline Drive from Terrace to Fourth and Fourth from Shoreline Drive to Webster on Saturday, June 30 from 9:30 a.m. to 1:30 p.m. for the parade route. In addition Clay from Third to Fourth on Saturday, June 30 from 9:00 a.m. to 2:30 p.m. for bus parking and vehicle parking for parade disbanding.


**587 West Western Avenue • Muskegon, Michigan 49440**
**Phone (231) 722-6520 • Fax (231) 722-6112**
**www.summercelebration.com**


Entered 1/17/01 - Ima

- Permission for the exclusive use of Western Avenue from Fourth to Seventh Streets on Saturday, June 30 from 8:00 a.m. until 5:00 p.m. for the Street Fair.
- Permission to use Western Avenue between Seventh and Eighth and the adjacent grassy area June 30 – July 1 for POSSIBLE vintage motorcycle show.
- We would ask that the past policy of the City providing police, fire, DPW, and Leisure Servcies staff at no cost to the festival be continued. The Summer Celebration is prepared, barring a financial disaster, to provide a partial reimbursement to the City for those costs.

On behalf of the Summer Celebration Committee, I want to thank you and the City for your continued support of the festival. Without that help it would not enjoy the success it does. We look forward to working with you again in 2001.

Sincerely,

Joe Austin

Joe Austin, Executive Director

Cc: Tim Achterhoff, Chairperson, Board of Trustees

**Date:** January 25, 2001

**To:** Honorable Mayor and City Commissioners

**From:** Ric Scott Ric Scott

**RE:** Park Designation Policy

---

SUMMARY OF REQUEST:

To adopt the attached policy for designating city-owned land as parkland

FINANCIAL IMPACT:

None, except as land is added to the park system

BUDGET ACTION REQUIRED:

None

STAFF RECOMMENDATION:

Approve

COMMITTEE RECOMMENDATION:

Leisure Services Board recommends approval

# MUSKEGON

West Michigan's Shoreline City

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

Assessor
231/724-6708
FAX/726-5181

Cemetery
231/724-6783
FAX/726-5617

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

Clerk
231/724-6705
FAX/724-4178

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

Engineering
231/724-6707
FAX/727-6904

Finance
231/724-6713
FAX/724-6768

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

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

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

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

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

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

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

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

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

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

Treasurer
231/724-6720
FAX/724-6768

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

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

**Date:** January 25, 2001

**To:** Honorable Mayor and City Commissioners

**From:** Ric Scott

**Re:** Park Designation Policy

Attached please find a proposed policy for designating city-owned property as parkland. This policy was created at the request of the City commission.

At their meeting on Monday, January 22nd, the Leisure Services Board recommended approval of the proposed policy. The proposed policy simply provides for anyone to nominate a piece of property for inclusion as a park and requires some rational for it's inclusion be a part of the nomination process. The Leisure Services Board will eventually make a recommendation to the City Commission for their decision.

Staff recommends approval of the proposed policy.

Thank you for your consideration.

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

# PARK DESIGNATION POLICY

2001-17(b)

## INTRODUCTION

This policy shall provide the procedure for turning city owned property into designated park property.

## NOMINATION OF PROPERTY

Any person, group, or entity including city staff, the commission, Leisure Services Board, or other City department may nominate any city owned land to be included within the city's park system.

Nominations must be in writing and submitted to the Department of Leisure Services. The nomination must include a description of the land (including a property description), the reasons for the nomination, the use of the property, how the property will be maintained, and the proposed name of the property.

## STAFF REVIEW

Various City Staff shall review the request and will make a recommendation to the Leisure Services Board.

## LEISURE SERVICES BOARD

The Leisure Services Board shall review the request and make a recommendation to the City Commission. The recommendation shall include the board's rational for their decision.

## CITY COMMISSION

The City Commission shall have the final say on the designation of city owned land as parkland. City staff shall send the Leisure Services recommendation to the City Commission for their review and decision along with Staff's recommendation.

Adopted February 13, 2001.

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

Gail A. Kundinger

Gail A. Kundinger, City Clerk

**Date:** February 6, 2001

**To:** The Honorable Mayor and City Commissioners

**From:** City Treasurer

**RE:** Write-off of Uncollectible Accounts Receivable

---

SUMMARY OF REQUEST:

Periodically it is necessary to purge from the City's general accounts receivable records items that are deemed uncollectible. In some cases these items have gone through the entire collection process without success. In many other cases, further collections efforts may be made by using an outside collection agency. However, at this time, it is requested that the City Commission authorize staff to write-off these receivables from the City's books.

FINANCIAL IMPACT:

Reduce the City's accounts receivable by $381,177.81. The impact would be a decrease in the fund balance/retained earnings of several City funds as follows:

| | | |
|---|---|---|
| 101 | General Fund | $ 3,804.04 |
| 455 | Micro Loan Fund | 58,807.27 |
| 472 | CDBG Fund | 64,089.99 |
| 590 | Sewer Fund | 7,441.60 |
| 591 | Water Fund | 4,406.94 |
| 483 | Mod State Rehabilitation Fund | 21,973.79 |
| 493 | Revolving Loan Fund | 220,654.18 |
| | Total | $ 381,177.81 |

BUDGET ACTION REQUIRED:

For the General, Sewer and Water Funds, there are sufficient funds for bad debt expense included in the 2000 budget, so no further action is required.

STAFF RECOMMENDATION:

Approval of the 2000 write-offs effective for the fiscal year ended December 31, 2000 for the various funds as shown above.

COMMITTEE RECOMMENDATION

N/A

**CITY OF MUSKEGON**
**Miscellaeous General Fund Invoices Proposed to be Written-Off**
**As of Fiscal Year Ended December 31, 2000**

| INVOICE# | INVOICE DATE | BILLED NAME | PROPERTY ADDRESS | TYPE OF CHARGE | AMOUNT | REASON FOR WRITE-OFF |
|---|---|---|---|---|---|---|
| 9812120 | 9/17/99 | PRICE CLEANERS | 1871 PECK ST | LOT MOWING | $104.00 | STATE OF MICHIGAN PROPERTY/ PRICE CLEANERS OUT OF BUSINESS |
| 9807393 | 9/25/98 | MUSKEGON LAND HOLDINGS | VAC ORCHARD | LOT MOWING | 104.00 | STATE OF MICHIGAN PROPERTY/ MUSKEGON LAND HOLDINGS UNABLE TO LOCATE |
| 9805754 | 7/10/98 | MUSKEGON LAND HOLDINGS | VAC ORCHARD | LOT MOWING | 80.00 | STATE OF MICHIGAN PROPERTY/ MUSKEGON LAND HOLDINGS UNABLE TO LOCATE |
| 9808392 | 12/11/98 | MUSKEGON LAND HOLDINGS | VAC CATAWBA | LOT MOWING | 126.00 | STATE OF MICHIGAN PROPERTY/ MUSKEGON LAND HOLDINGS UNABLE TO LOCATE |
| 9806502 | 8/28/98 | MUSKEGON LAND HOLDINGS | VAC CATAWBA | LOT MOWING | 122.00 | STATE OF MICHIGAN PROPERTY/ MUSKEGON LAND HOLDINGS UNABLE TO LOCATE |
| 9807163 | 9/11/98 | MUSKEGON LAND HOLDINGS | VAC E ISABELLA | LOT CLEAN UP | 158.25 | STATE OF MICHIGAN PROPERTY/ MUSKEGON LAND HOLDINGS UNABLE TO LOCATE |
| 9806520 | 8/28/98 | MUSKEGON LAND HOLDINGS | VAC E ISABELLA | LOT MOWING | 92.00 | STATE OF MICHIGAN PROPERTY/ MUSKEGON LAND HOLDINGS UNABLE TO LOCATE |
| 9807777 | 10/23/98 | ROBERT KEELE | 831 MURPHY | LOT MOWING | 122.00 | STATE OF MICHIGAN PROPERTY/ UNABLE TO LOCATE MR. KEELE |
| 9811191 | 7/30/99 | ROBERT KEELE | 831 MURPHY | LOT MOWING | 122.00 | STATE OF MICHIGAN PROPERTY/ UNABLE TO LOCATE MR. KEELE |
| 9810335 | 6/11/99 | SAMUEL B JOHNSON | VAC HOLT | LOT MOWING | 122.00 | STATE OF MICHIGAN PROPERTY/ PER COLLECTIONS MR. JOHNSON FILED BANKRUPTCY |
| 9811646 | 8/27/99 | SAMUEL B JOHNSON | VAC HOLT | LOT MOWING | 104.00 | STATE OF MICHIGAN PROPERTY/ PER COLLECTIONS MR. JOHNSON FILED BANKRUPTCY |
| 9812324 | 10/15/99 | SAMUEL B JOHNSON | VAC HOLT | LOT MOWING | 86.00 | STATE OF MICHIGAN PROPERTY/ PER COLLECTIONS MR. JOHNSON FILED BANKRUPTCY |
| 9805842 | 7/10/98 | DONALD J FONTENOT | VAC MYRTLE | LOT MOWING | 113.00 | STATE OF MICHIGAN PROPERTY/ UNABLE TO LOCATE MR. FONTENOT |
| 9805779 | 7/10/98 | RUTH DEVILLE | 305 W GRAND | LOT MOWING | 140.00 | CITY OF MUSKEGON PROPERTY/ UNABLE TO LOCATE ONLY ADDRESS WAS P O BOX |
| 9806409 | 8/21/98 | RUTH DEVILLE | VAC W GRAND | LOT MOWING | 94.06 | CITY OF MUSKEGON PROPERTY/ UNABLE TO LOCATE ONLY ADDRESS WAS P O BOX |
| 9806838 | 8/28/98 | RUTH DEVILLE | VAC W GRAND | LATE FEES | 44.69 | CITY OF MUSKEGON PROPERTY/ UNABLE TO LOCATE ONLY ADDRESS WAS P O BOX (LATE CHARGES) |
| 9806838 | 8/28/98 | RUTH DEVILLE | VAC W GRAND | LATE FEES | 1.40 | CITY OF MUSKEGON PROPERTY/ UNABLE TO LOCATE ONLY ADDRESS WAS P O BOX (LATE CHARGES) |
| 9807379 | 9/25/98 | DOUGLAS BRUMFIELD | 387 E FOREST | LOT MOWING | 104.00 | STATE OF MICHIGAN PROPERTY/ UNABLE TO LOCATE MR. BRUMFIELD |
| 9805716 | 7/10/98 | DOUGLAS BRUMFIELD | 387 E FOREST | LOT MOWING | 86.00 | STATE OF MICHIGAN PROPERTY/ UNABLE TO LOCATE MR. BRUMFIELD |
| 9805863 | 7/10/98 | JACQUELINE WEATHERSPOON | 518 ADA | LOT MOWING | 86.00 | CITY OF MUSKEGON PROPERTY/ UNABLE TO LOCATE MS. WEATHERSPOON |
| 9806983 | 8/28/98 | JACQUELINE WEATHERSPOON | 518 ADA | LOT MOWING | 0.86 | CITY OF MUSKEGON PROPERTY/ UNABLE TO LOCATE MS. WEATHERSPOON |

PREPARED BY:
ANGELA VANDERKOOI
Merge

2000 WRITE-OFFS
02/05/01

## CITY OF MUSKEGON
### Miscellaeous General Fund Invoices Proposed to be Written-Off
### As of Fiscal Year Ended December 31, 2000

| INVOICE# | INVOICE DATE | BILLED NAME | PROPERTY ADDRESS | TYPE OF CHARGE | AMOUNT | REASON FOR WRITE-OFF |
|---|---|---|---|---|---|---|
| 9806274 | 8/14/98 | COMMONPOINT MORTGAGE | | MISC. FEES | 3.00 | COLLECTIONS TOO COSTLY TO PERSUE ANY FURTHER |
| 9806201 | 8/7/98 | ROBERT LANGFELDT | | MISC. FEES | 3.00 | COLLECTIONS TOO COSTLY TO PERSUE ANY FURTHER |
| 9807374 | 9/25/98 | GARY CHAFFEE | VAC W SOUTHERN | LOT MOWING | 104.00 | STATE OF MICHIGAN PROPERTY/ MR. CHAFFEE FILED BANKRUPTCY GG00-04957 LEGAL NEWS 06/28/00 |
| 9808300 | 11/30/98 | U C LENDING | | MISC. FEES | 3.00 | COLLECTIONS TOO COSTLY TO PERSUE ANY FURTHER |
| 9805772 | 7/10/98 | TOM PERCY | VAC JIRCOH ST | LOT MOWING | 86.00 | PROPERTY IN PROCESS OF REVERTING TO STATE OF MICHIGAN/ MR. PERCY IS DECEASED |
| 9806312 | 8/14/98 | TOM PERCY | VAC JIRCOH ST | LOT MOWING | 104.00 | PROPERTY IN PROCESS OF REVERTING TO STATE OF MICHIGAN/ MR. PERCY IS DECEASED |
| 9807632 | 10/9/98 | TOM PERCY | VAC JIRCOH ST | LOT MOWING | 92.00 | PROPERTY IN PROCESS OF REVERTING TO STATE OF MICHIGAN/ MR. PERCY IS DECEASED |
| 9810338 | 6/11/99 | TOM PERCY | VAC JIRCOH ST | LOT MOWING | 158.00 | PROPERTY IN PROCESS OF REVERTING TO STATE OF MICHIGAN/ MR. PERCY IS DECEASED |
| 9811076 | 7/23/99 | TOM PERCY | VAC JIRCOH ST | LOT CLEAN UP | 107.00 | PROPERTY IN PROCESS OF REVERTING TO STATE OF MICHIGAN/ MR. PERCY IS DECEASED |
| 9811277 | 8/6/99 | TOM PERCY | VAC JIRCOH ST | LOT MOWING | 104.00 | PROPERTY IN PROCESS OF REVERTING TO STATE OF MICHIGAN/ MR. PERCY IS DECEASED |
| 9812063 | 9/17/99 | TOM PERCY | VAC JIRCOH ST | LOT MOWING | 122.00 | PROPERTY IN PROCESS OF REVERTING TO STATE OF MICHIGAN/ MR. PERCY IS DECEASED |
| 9812684 | 11/19/99 | TOM PERCY | VAC JIRCOH ST | LOT CLEAN UP | 124.00 | PROPERTY IN PROCESS OF REVERTING TO STATE OF MICHIGAN/ MR. PERCY IS DECEASED |
| 9807358 | 9/25/98 | M. HELEN JACOBSON | VAC WASHINGTON | LOT MOWING | 92.00 | PROPERTY IN PROCESS OF REVERTING TO STATE OF MICHIGAN/ MRS. JACOBSON IS DECEASED |
| 9810041 | 5/14/99 | M. HELEN JACOBSON | VAC WASHINGTON | LOT CLEAN UP | 174.60 | PROPERTY IN PROCESS OF REVERTING TO STATE OF MICHIGAN/ MRS. JACOBSON IS DECEASED |
| 9811638 | 8/27/99 | M. HELEN JACOBSON | VAC WASHINGTON | LOT MOWING | 92.00 | PROPERTY IN PROCESS OF REVERTING TO STATE OF MICHIGAN/ MRS. JACOBSON IS DECEASED |
| 9812334 | 10/15/99 | M. HELEN JACOBSON | VAC WASHINGTON | LOT MOWING | 92.00 | PROPERTY IN PROCESS OF REVERTING TO STATE OF MICHIGAN/ MRS. JACOBSON IS DECEASED |
| 9814725 | 6/2/00 | M. HELEN JACOBSON | VAC WASHINGTON | LOT MOWING | 92.00 | PROPERTY IN PROCESS OF REVERTING TO STATE OF MICHIGAN/ MRS. JACOBSON IS DECEASED |
| 9815413 | 7/14/00 | M. HELEN JACOBSON | VAC WASHINGTON | LOT MOWING | 92.00 | PROPERTY IN PROCESS OF REVERTING TO STATE OF MICHIGAN/ MRS. JACOBSON IS DECEASED |
| 9816681 | 09/22/00 | M. HELEN JACOBSON | VAC WASHINGTON | LOT MOWING | 92.00 | PROPERTY IN PROCESS OF REVERTING TO STATE OF MICHIGAN/ MRS. JACOBSON IS DECEASED |
| 9806802 | 8/28/98 | WENDELL JACOBSON | VAC WASHINGTON | BOARD UP | 52.18 | PROPERTY IN PROCESS OF REVERTING TO STATE OF MICHIGAN/ MR. JACOBSON IS DECEASED |
| | | | | | $3,801.04 | |

PREPARED BY:
ANGELA VANDERKOOI
Merge

**2000 WRITE OFFS**

**CDBG REHABILITATION LOANS**

| FUND | DEBTOR | PROPERTY ADDRESS | CLOSING DATE | BALANCE | |
|---|---|---|---|---|---|
| 472 | Churchwell, Donnell & Annie | 388 Catawba | 11/30/79 | 8,947.16 | Property sold at tax sale |
| 472 | Dunn, Bruce | 770 Wood | 2/11/80 | 9,439.68 | Property sold at tax sale |
| 472 | Holt, Sandy | 637 Allen | 9/26/83 | 10,256.20 | Bankruptcy |
| 472 | Johnson, Thearetta | 500 W. Muskegon | 9/22/83 | 388.17 | First Mortgage foreclosed |
| 472 | Kuypers, Raymond | 917 W. Southern | 10/28/80 | 3,886.13 | First Mortgage foreclosed |
| 472 | Oakes, Paul | 1112 Ambrosia | 7/5/83 | 16,439.52 | Property sold at tax sale |
| 472 | Sharpe, Theresa | 197 Washington | 12/20/84 | 2,047.41 | Bankruptcy |
| 472 | Williams, Carolyn | 387 Houston | 3/30/84 | 12,685.72 | Property sold at tax sale |
| | | | | $ 64,089.99 | |

**MICRO LOANS**

| FUND | DEBTOR | PROPERTY ADDRESS | CLOSING DATE | BALANCE | |
|---|---|---|---|---|---|
| 455 | Big Mama's Restaurant | 3366 Fifth St, Muskegon Hts | 10/1/96 | 4,203.36 | Out of business, |
| 455 | Auto-Extend | 1083 Peck St, Muskegon | 4/26/96 | 8,653.80 | Out of business, |
| 455 | Bouker Bee and Granny's Place | 2705 Peck St, Muskegon | 6/24/98 | 9,826.08 | Out of business, no assets & no job |
| 455 | De'Elegance of Chicago, Dexter Brown | 2628 Ninth St., Muskegon Hts | 10/1/97 | 9,227.52 | Out of business, |
| 455 | Distinguished Gentlemen | 2924 Sanford, Muskegon Hts | 6/6/96 | 9,135.72 | Out of business |
| 455 | Johns Communication, Christoper L. Johns | 1657 S. Getty, Ste 12, Muskegon | 1/1/98 | 9,616.27 | Bankruptcy |
| 455 | Right Now Fashions | 29 East Broadway, Muskegon Hts | 3/11/96 | 8,144.52 | Out of business, collected on inventory |
| | | | | $ 58,807.27 | |

**CITY OF MUSKEGON**
**Tenant Affidavit Water/Sewer Accounts Proposed to be Written-Off**
**As of Fiscal Year Ended December 31, 2000**

| ACCOUNT | NAME | SERVICE ADDRESS | SEWER | WATER | TOTAL |
|---|---|---|---|---|---|
| 304047006 | DANELA MATHIOT | 1309 C GLENMOOR | $3.15 | $0.00 | $3.15 |
| 305001505 | DEBRA HOLMAN | 2150 D VANDINTHER | 103.52 | 29.06 | 132.58 |
| 305004506 | BRANDON BENDERMAN | 2110 D VANDINTHER | 27.07 | 10.65 | 37.72 |
| 305005008 | CONVERT | 2110 C VANDINTHER | 2.17 | 1.70 | 3.87 |
| 305010008 | VERONICA TROWBRIDGE | 2111 F VANDINTHER | 15.00 | 15.00 | 30.00 |
| 305016506 | DEAN TENNISON | 2031 C VANDINTHER | 19.02 | 0.00 | 19.02 |
| 305017010 | MICHAEL MCGHAN | 2031 D VANDINTHER | 3.40 | 2.46 | 5.86 |
| 305018008 | KELLY GAUNT | 2031 E VANDINTHER | 24.07 | 14.38 | 38.45 |
| 305018506 | KAREN GREEN | 2031 F VANDINTHER | 61.55 | 0.00 | 61.55 |
| 305024504 | ERICA JOURDEN | 1228 B WOODCREEK | 58.90 | 0.00 | 58.90 |
| 305030507 | NEIL HOGENDYK | 1280 D WOODCREEK | 3.75 | 3.75 | 7.50 |
| 305031008 | LORI WATSON | 1280 C WOODCREEK | 43.86 | 0.00 | 43.86 |
| 305031508 | BRADLEY VANDERSTELT | 1280 B WOODCREEK | 15.48 | 9.78 | 25.26 |
| 305032503 | EVA GONZALEZ | 1288 D WOODCREEK | 119.93 | 95.73 | 215.66 |
| 305033508 | DANIEL COLE | 1288 B WOODCREEK | 15.89 | 0.00 | 15.89 |
| 305035508 | KELLY ANDERSON | 1300 D WOODCREEK | 12.54 | 8.34 | 20.88 |
| 305035509 | BRANDI POE | 1300 D WOODCREEK | 4.50 | 7.50 | 12.00 |
| 305036508 | HARRY JOURDEN | 1300 B WOODCREEK | 184.23 | 57.29 | 241.52 |
| 305012011 | HEATHER WILLIAMS | 2070 A VANDINTHER | 4.92 | 26.20 | 31.12 |
| 304001508 | DONNA YOUNG | 1283 A WILLOW | 7.68 | 7.67 | 15.35 |
| 304002003 | EARL PENEGA | 1283 B WILLOW | 17.20 | 6.35 | 23.55 |
| 304003505 | TARA JOHNSON | 1325 A WOODCREEK | 7.15 | 7.02 | 14.17 |
| 304003506 | TERRY BOSSE | 1325 A WOODCREEK | 37.30 | 0.00 | 37.30 |
| 304004508 | DARMITA SUTTON | 1325 C WOODCREEK | 109.91 | 0.00 | 109.91 |
| 304005006 | MICHAEL PRIEST | 1325 D WOODCREEK | 67.91 | 0.00 | 67.91 |
| 304005505 | HENRY MCMILLAN | 1325 E WOODCREEK | 35.97 | 34.07 | 70.04 |
| 304006003 | AMANDA SISCHO | 1325 F WOODCREEK | 8.60 | 0.00 | 8.60 |
| 304008007 | BECKY CALKINS | 1379 E WILLOW | 103.66 | 91.16 | 194.82 |
| 304008008 | DALE TERRIAN | 1379 E WILLOW | 6.29 | 6.28 | 12.57 |
| 304008501 | TIMOTHY STEFFENS | 1379 D WILLOW | 8.86 | 0.00 | 8.86 |
| 304008601 | SANDRA GARDNER | 1379 D WILLOW | 1.88 | 1.26 | 3.14 |
| 304012507 | STEPHANIE WILSON | 1431 C WILLOW | 6.04 | 7.63 | 13.67 |
| 304012508 | MONICA ROACH | 1431 C WILLOW | 17.31 | 11.60 | 28.91 |
| 304016509 | SCOTT KNOCZAL | 1530 B WILLOW | 22.34 | 17.84 | 40.18 |
| 304019006 | TYRIE JOHNSON | 1531 C WILLOW | 23.60 | 15.40 | 39.00 |
| 304022007 | STEVEN SIMON | 2071 A ROSEWOOD | 6.88 | 0.00 | 6.88 |
| 304023005 | JOHN FOSTER JR | 1599 B WILLOW | 12.33 | 11.00 | 23.33 |
| 304023006 | JASON ERNST | 1599 B WILLOW | 52.05 | 32.30 | 84.35 |
| 304025504 | SHEILA CUNNINGHAM | 2111 B ROSEWOOD | 156.09 | 81.52 | 237.61 |
| 304026009 | SHAN DEWALD | 2111 A ROSEWOOD | 212.20 | 81.06 | 293.26 |
| 304028504 | DAVID WILLCOXSON | 2170 B ROSEWOOD | 22.00 | 22.71 | 44.71 |
| 304030002 | RUTH DAVIS | 1532 B GLENMOOR | 30.31 | 25.97 | 56.28 |
| 304034004 | M COLE & M VANDERWALL | 1478 F GLENMOOR | 30.60 | 48.45 | 79.05 |
| 304046008 | REBECCA OSBORNE | 1309 E GLENMOOR | 38.29 | 24.58 | 62.87 |
| 305041508 | ROBERT SHEPARD | 1370 F WOODCREEK | 36.69 | 0.00 | 36.69 |
| 305042004 | TERESA ROBERSON | 1370 E WOODCREEK | 125.16 | 65.90 | 191.06 |
| 305045004 | LYNDA DEYOUNG | 1378 C WOODCREEK | 19.92 | 0.00 | 19.92 |
| 305045510 | JAMES & LAURA RAMEAU | 1378 B WOODCREEK | 43.03 | 24.00 | 67.03 |
| 305047006 | ANGELIA SMITH | 1390 E WOODCREEK | 38.59 | 29.21 | 67.80 |
| 305049507 | DANNY GLEASON | 1385 A WOODCREEK | 10.65 | 8.72 | 19.37 |
| 305049510 | LASHAWN PEARSON | 1385 A WOODCREEK | 0.09 | 0.00 | 0.09 |
| 305050005 | JOHN CLARK & TAMMY FORD | 1385 B WOODCREEK | 24.05 | 26.90 | 50.95 |
| 305050504 | BRYSTAL GREENBURY | 1385 C WOODCREEK | 35.02 | 30.75 | 65.77 |

**CITY OF MUSKEGON**
**Tenant Affidavit Water/Sewer Accounts Proposed to be Written-Off**
**As of Fiscal Year Ended December 31, 2000**

| ACCOUNT | NAME | SERVICE ADDRESS | SEWER | WATER | TOTAL |
|---|---|---|---|---|---|
| 305050505 | ANDREW PAFFHAUSEN | 1385 C WOODCREEK | 61.13 | 49.42 | 110.55 |
| 305051008 | SCOTT GROENEVELD | 1385 D WOODCREEK | 7.14 | 4.82 | 11.96 |
| 305052004 | JIMMY HALVERSON | 1430 E WOODCREEK | 62.29 | 40.74 | 103.03 |
| 305055006 | SHANNATE DRONES | 1438 C WOODCREEK | 85.88 | 0.00 | 85.88 |
| 305056005 | BARBARA JOHNSON | 1438 A WOODCREEK | 43.32 | 26.11 | 69.43 |
| 305057505 | PATRICK JUNG | 1450 D WOODCREEK | 12.12 | 0.00 | 12.12 |
| 305058006 | VIRGINIA PHILLIPS | 1450 C WOODCREEK | 6.94 | 0.00 | 6.94 |
| 305058007 | KELLY MILLER | 1450 C WOODCREEK | 3.69 | 0.00 | 3.69 |
| 305059003 | DESIREE DEMPSEY | 1450 A WOODCREEK | 118.80 | 101.51 | 220.31 |
| 305059506 | TRACY LE ROUX | 1445 A WOODCREEK | 14.73 | 10.98 | 25.71 |
| 305062507 | DARIUS PALMER | 1500 D WOODCREEK | 42.60 | 29.08 | 71.68 |
| 305062508 | ERIC MOSLEY | 1500 D WOODCREEK | 9.53 | 28.11 | 37.64 |
| 305063007 | CONSTANCE NASH | 1500 C WOODCREEK | 91.89 | 3.26 | 95.15 |
| 305063503 | DAN DECKER | 1500 B WOODCREEK | 66.55 | 78.45 | 145.00 |
| 305064505 | CHEVELLA OLIVIAR | 1508 A WOODCREEK | 9.53 | 2.48 | 12.01 |
| 305065007 | ANGELA FOX | 1508 C WOODCREEK | 61.26 | 49.07 | 110.33 |
| 305065008 | MELANIE CABAUGH | 1508 C WOODCREEK | 19.41 | 17.29 | 36.70 |
| 305065508 | ALICE COOPER | 1508 B WOODCREEK | 1.47 | 0.89 | 2.36 |
| 305066004 | HEATHER REYES | 1508 D WOODCREEK | 24.99 | 20.07 | 45.06 |
| 305067007 | BERNADETTE HOLMES | 1520 E WOODCREEK | 8.85 | 0.00 | 8.85 |
| 305068508 | LAKHBIE SINGH | 1520 B WOODCREEK | 83.17 | 16.52 | 99.69 |
| 305069505 | BRIAN DRAKE | 1515 A WOODCREEK | 62.21 | 36.46 | 98.67 |
| 305070506 | DUANE KEITH | 1515 C WOODCREEK | 1.27 | 1.20 | 2.47 |
| 305073506 | STEPHANIE STAFFORD | 1560 C WOODCREEK | 43.12 | 0.00 | 43.12 |
| 305073508 | PASSION LYONS | 1560 C WOODCREEK | 8.84 | 6.28 | 15.12 |
| 305074004 | RHONDA DOZIER | 1560 B WOODCREEK | 68.01 | 43.91 | 111.92 |
| 305075503 | ELLIS SHEVALLA | 1568 C WOODCREEK | 2.43 | 0.00 | 2.43 |
| 305077006 | TERRI DARRINGTON | 1580 F WOODCREEK | 2.11 | 2.11 | 4.22 |
| 305077506 | ROMAN WIGGINS | 1580 E WOODCREEK | 17.72 | 12.73 | 30.45 |
| 305078510 | GARY WORKMAN | 1580 C WOODCREEK | 52.26 | 0.00 | 52.26 |
| 305078513 | ERICA WESTON | 1580 C WOODCREEK | 4.27 | 0.00 | 4.27 |
| 305078707 | KARA HUDSON | 1580 B WOODCREEK | 22.41 | 2.00 | 24.41 |
| 305081007 | NICHOLE SCHOREJS | 1575 D WOODCREEK | 25.23 | 17.20 | 42.43 |
| 305082506 | RHEANNON BISSARD | 1620 D WOODCREEK | 34.84 | 26.46 | 61.30 |
| 305083506 | RENEA ORTIZ | 1620 B WOODCREEK | 8.01 | 7.50 | 15.51 |
| 305084506 | WILLIAM ANDREWS | 1628 D WOODCREEK | 45.35 | 26.63 | 71.98 |
| 305085506 | KIMBERLY CORY | 1628 B WOODCREEK | 85.37 | 0.00 | 85.37 |
| 305086004 | STEPHANIE JACKEL | 1628 A WOODCREEK | 41.24 | 0.00 | 41.24 |
| 305086505 | HEATHER RUSIN | 1640 F WOODCREEK | 31.85 | 0.00 | 31.85 |
| 305087007 | DANIEL DALIMONTE | 1640 E WOODCREEK | 3.91 | 0.00 | 3.91 |
| 305087510 | KENTRELL WHITE | 1640 D WOODCREEK | 50.84 | 0.00 | 50.84 |
| 305088004 | KRISTIN GOODIN | 1640 C WOODCREEK | 24.44 | 16.99 | 41.43 |
| 305089008 | SCOTT HUMPHREYS | 1640 A WOODCREEK | 4.50 | 7.50 | 12.00 |
| 305089010 | HACKLEY GLEN | 1640 A WOODCREEK | 7.50 | 7.50 | 15.00 |
| 305090510 | JOHN VOORHIES | 1635 C WOODCREEK | 210.74 | 59.58 | 270.32 |
| 305092506 | DEBBIE YORDY | 1680 D WOODCREEK | 4.79 | 2.88 | 7.67 |
| 305093506 | KIMBERLY GLENN | 1680 B WOODCREEK | 3.00 | 5.00 | 8.00 |
| 305094508 | GINA SENECAL | 1688 D WOODCREEK | 14.66 | 10.05 | 24.71 |
| 305096007 | ELOISA MELGOZA | 1688 A WOODCREEK | 278.91 | 186.20 | 465.11 |
| 305096506 | CHRISTOPHER MARTIN | 1700 F WOODCREEK | 39.24 | 0.00 | 39.24 |
| 305097008 | YOLANDA SELMMON | 1700 E WOODCREEK | 35.51 | 32.24 | 67.75 |
| 305100003 | TRACY CUNNINGHAM | 2030 B ROSEWOOD | 103.92 | 14.70 | 118.62 |
| 305102508 | CHARMEL WILLIAMS | 2031 F ROSEWOOD | 6.54 | 4.97 | 11.51 |

**CITY OF MUSKEGON**
**Tenant Affidavit Water/Sewer Accounts Proposed to be Written-Off**
**As of Fiscal Year Ended December 31, 2000**

| ACCOUNT | NAME | SERVICE ADDRESS | SEWER | WATER | TOTAL |
|---|---|---|---|---|---|
| 305102509 | ROBERT BROWN | 2031 F ROSEWOOD | 25.78 | 15.94 | 41.72 |
| 305104506 | BRANDY SMITH | 2031 B ROSEWOOD | 0.55 | 0.00 | 0.55 |
| 202176002 | JAMES SMITH JR | 392 YUBA | 116.22 | 92.86 | 209.08 |
| 102055006 | LUIS SEGOVIA | 448 MARSHALL | 192.03 | 28.10 | 220.13 |
| 102055104 | DUWANDA WICKLIFFE | 448 MARSHALL | 41.83 | 31.89 | 73.72 |
| 109172602 | SYRIA CARDY | 867 SCOTT | 29.65 | 19.21 | 48.86 |
| 207260104 | DOROTHY CALVIN | 1230 SPRING | 60.56 | 0.00 | 60.56 |
| 208305001 | JEANETTE DARNELL | 1323 PINE | 25.00 | 0.00 | 25.00 |
| 215047605 | SHANITA THOMAS | 1163 FOURTH | 258.61 | 128.32 | 386.93 |
| 220157505 | JUANITA SMITH | 1698 HOYT | 53.03 | 40.68 | 93.71 |
| 220157506 | SHANDALISA BROOKS | 1698 HOYT | 65.02 | 25.26 | 90.28 |
| 220157509 | JACQUELINE LAYTON | 1698 HOYT | 7.83 | 4.84 | 12.67 |
| 221125009 | LARESA LANGSTON | 1527 TERRACE DWN | 207.22 | 39.98 | 247.20 |
| 221125506 | ANNETTE FARKAS | 1527 TERRACE UP | 144.21 | 116.39 | 260.60 |
| 109362606 | KATINA SHERRILLS | 503 ORCHARD | 0.00 | 18.16 | 18.16 |
| 109385006 | DEBORAH BRIDGES | 531 ORCHARD | 23.80 | 20.65 | 44.45 |
| 109385007 | DEREK KROLL | 531 ORCHARD | 12.70 | 9.70 | 22.40 |
| 101117704 | MUSKEGON HOUSING | 434 LEONARD | 12.12 | 11.67 | 22.29 |
| 105000006 | MUSKEGON HOUSING | 531 GETTY | 7.54 | 7.09 | 14.63 |
| 125224802 | RUBY HUGHES | 1652 MCILWRAITH | 175.80 | 81.50 | 257.30 |
| 202176003 | TRACY CUNNINGHAM | 392 YUBA | 18.40 | 12.06 | 30.46 |
| 202176004 | MUSKEGON HOUSING | 392 YUBA | 19.11 | 17.76 | 36.87 |
| 202208002 | MUSKEGON HOUSING | 338 YUBA | 17.92 | 17.92 | 35.84 |
| 203097503 | MICHAEL GORDON | 349 JACKSON | 30.00 | 24.81 | 54.81 |
| 203201002 | MICHAEL SANDERS | 359 JACKSON | 124.46 | 60.97 | 185.43 |
| 203201003 | HOUSING COMMISSION | 359 JACKSON | 15.75 | 15.75 | 31.50 |
| 203213203 | TARA WINTERS | 495 OCTAVIUS | 58.95 | 36.31 | 95.26 |
| 203213204 | MUSKEGON HOUSING | 495 OCTAVIUS | 45.55 | 45.28 | 90.83 |
| 203278501 | DENISE BOWIE | 326 SUMNER | 215.56 | 62.56 | 278.12 |
| 203293002 | VANESSA WRIGHT | 385 SUMNER | 118.17 | 69.72 | 187.89 |
| 204422606 | KESHA DAVIS | 301 ORCHARD | 26.32 | 16.76 | 43.08 |
| 101010101 | MUSKEGON HOUSING | 429 ADAMS | 0.30 | 0.50 | 0.80 |
| | | | $6,428.92 | $3,082.72 | $9,510.14 |

**CITY OF MUSKEGON**
**Small Balance Water/Sewer Accounts Proposed to be Written-Off**
**As of Fiscal Year Ended December 31, 2000**

| ACCOUNT | SERVICE ADDRESS | SANITATION | SEWER | WATER | TOTAL |
|---|---|---|---|---|---|
| 401169502 | 960 QUARTERLINE | $0.00 | $0.00 | $18.00 | $18.00 |
| 401268002 | 1448 QUARTERLINE | 0.00 | 0.00 | 18.00 | 18.00 |
| 402198001 | 1353 WEST | 0.00 | 0.00 | 2.55 | 2.55 |
| 403416601 | 1185 EAST | 0.00 | 0.00 | 8.50 | 8.50 |
| 403466001 | 889 SIDELL | 0.00 | 0.00 | 18.00 | 18.00 |
| 403708101 | 1239 S SHERIDAN | 0.00 | 0.00 | 8.50 | 8.50 |
| 403883003 | 2596 WESLEY | 0.00 | 0.00 | 20.50 | 20.50 |
| 404025005 | 1935 BARBARA | 0.00 | 0.00 | 13.45 | 13.45 |
| 404706001 | 1865 BURTON | 0.00 | 0.00 | 15.85 | 15.85 |
| 404800102 | 1880 BURTON | 0.00 | 0.00 | 2.55 | 2.55 |
| 405123501 | 2043 WESLEY | 0.00 | 0.00 | 22.55 | 22.55 |
| 405144601 | 2377 JAMES | 0.00 | 0.00 | 19.80 | 19.80 |
| 405360102 | 2025 WESLEY | 0.00 | 0.00 | 1.55 | 1.55 |
| 405759101 | 2289 ORCHARD | 0.00 | 0.00 | 3.00 | 3.00 |
| 406019203 | 2336 MADALENE | 0.00 | 0.00 | 4.05 | 4.05 |
| 406255001 | 1479 APPLE | 0.00 | 0.00 | 19.04 | 19.04 |
| 406426601 | 1824 ISABELLA | 0.00 | 0.00 | 8.13 | 8.13 |
| 406455502 | 1972 ISABELLA | 0.00 | 0.00 | 20.50 | 20.50 |
| 406505501 | 1725 CATHERINE | 0.00 | 0.00 | 13.57 | 13.57 |
| 406520501 | 1660 CATHERINE | 0.00 | 0.00 | 8.50 | 8.50 |
| 406671601 | 1971 MCLAUGHLIN | 0.00 | 0.00 | 3.75 | 3.75 |
| 407075005 | 1880 FRANCIS | 0.00 | 0.00 | 1.08 | 1.08 |
| 408912001 | 2087 THERESA | 0.00 | 0.00 | 3.42 | 3.42 |
| 408962002 | 1864 ROUSE | 0.00 | 0.00 | 21.93 | 21.93 |
| 101143001 | 472 LEONARD | 0.00 | 6.79 | 0.00 | 6.79 |
| 101175002 | 532 LEONARD DEMO | 0.00 | 8.00 | 6.40 | 14.40 |
| 102137604 | 539 ALVA | 0.00 | 1.83 | 18.30 | 20.13 |
| 102225106 | 664 JACKSON | 0.00 | 4.50 | 8.70 | 13.20 |
| 102235004 | 681 JACKSON | 0.00 | 0.00 | 1.20 | 1.20 |
| 102282501 | 498 MULDER | 0.00 | 0.00 | 1.47 | 1.47 |
| 102410001 | 625 GLEN | 0.00 | 5.19 | 3.84 | 9.03 |
| 102477502 | 713 MARCOUX | 0.00 | 5.68 | 4.11 | 9.79 |
| 102490001 | 735 MARCOUX | 0.00 | 7.01 | 9.57 | 16.58 |
| 104003501 | 27 S GETTY | 0.00 | 1.61 | 17.34 | 18.95 |
| 104005001 | 157 GETTY | 0.00 | 0.00 | 2.25 | 2.25 |
| 104402501 | 1356 DUCEY | 0.00 | 5.00 | 5.00 | 10.00 |
| 104447603 | 482 KRAFT | 0.00 | 2.88 | 2.12 | 5.00 |
| 105000002 | 531 GETTY | 0.00 | 0.00 | 7.34 | 7.34 |
| 105108001 | 1220 ALBERT | 0.00 | 0.00 | 0.37 | 0.37 |
| 105142402 | 1341 ALBERT | 0.00 | 12.70 | 0.94 | 13.64 |
| 105152001 | 519 CRESTON | 0.00 | 5.97 | 8.91 | 14.88 |
| 106060701 | 548 MARLANE LAWN | 0.00 | 0.00 | 7.50 | 7.50 |
| 106100002 | 1483 APPLE BAD ACCT | 0.00 | 0.00 | 17.81 | 17.81 |
| 107052603 | 1232 WESLEY | 0.00 | 2.50 | 2.50 | 5.00 |
| 107105103 | 609 SCHOOL | 0.00 | 5.00 | 5.00 | 10.00 |
| 107220601 | 1273 LAWRENCE | 0.00 | 1.09 | 0.70 | 1.79 |
| 107221203 | 1387 LAWRENCE | 0.00 | 2.50 | 2.50 | 5.00 |
| 108017501 | 862 GETTY | 0.00 | 5.00 | 5.00 | 10.00 |
| 108075102 | 896 OAK | 0.00 | 2.50 | 2.50 | 5.00 |
| 108172601 | 819 AMITY | 0.00 | 1.66 | 1.53 | 3.19 |
| 108235006 | 982 AMITY | 0.00 | 1.04 | 0.68 | 1.72 |
| 108240001 | 1018 AMITY | 0.00 | 2.50 | 2.50 | 5.00 |
| 107167001 | 1346 MARCOUX | 0.00 | 9.78 | 13.10 | 22.88 |

**CITY OF MUSKEGON**
**Small Balance Water/Sewer Accounts Proposed to be Written-Off**
**As of Fiscal Year Ended December 31, 2000**

| ACCOUNT | SERVICE ADDRESS | SANITATION | SEWER | WATER | TOTAL |
|---|---|---|---|---|---|
| 109002501 | 423 WHITE | 0.00 | 0.93 | 0.73 | 1.66 |
| 109025001 | 462 WHITE | 0.00 | 5.70 | 7.50 | 13.20 |
| 109045101 | 514 WHITE | 0.00 | 3.00 | 5.00 | 8.00 |
| 109092602 | 461 OAK | 0.00 | 1.59 | 2.41 | 4.00 |
| 109317504 | 418 ORCHARD | 0.00 | 3.74 | 3.07 | 6.81 |
| 109500003 | 719 ORCHARD | 0.00 | 5.30 | 4.70 | 10.00 |
| 109505007 | 725 ORCHARD | 0.00 | 2.17 | 1.27 | 3.44 |
| 110085002 | 539 ALLEN | 0.00 | 2.83 | 0.00 | 2.83 |
| 110390102 | 668 AMITY | 0.00 | 5.00 | 5.00 | 10.00 |
| 110390103 | 668 AMITY | 0.00 | 7.50 | 2.50 | 10.00 |
| 110397601 | 678 AMITY | 0.00 | 5.00 | 5.00 | 10.00 |
| 111002501 | 810 ALLEN | 0.00 | 5.55 | 4.18 | 9.73 |
| 111025001 | 860 ALLEN | 0.00 | 1.50 | 2.50 | 4.00 |
| 111375001 | 1081 GREEN | 0.00 | 5.00 | 5.00 | 10.00 |
| 111405001 | 1057 ROBERTS | 0.00 | 2.50 | 2.50 | 5.00 |
| 112120101 | 643 APPLE | 0.00 | 3.21 | 2.68 | 5.89 |
| 112122504 | 646 APPLE | 0.00 | 0.39 | 0.56 | 0.95 |
| 112192501 | 451 ADA | 0.00 | 1.50 | 2.50 | 4.00 |
| 112222604 | 1094 WILLIAMS | 0.00 | 0.67 | 0.67 | 1.34 |
| 112262502 | 1084 MAPLE | 0.00 | 2.50 | 2.50 | 5.00 |
| 112297502 | 1022 KENNETH | 0.00 | 0.00 | 5.07 | 5.07 |
| 113010001 | 438 E ISABELLA | 0.00 | 6.02 | 5.44 | 11.46 |
| 113327502 | 1112 MAPLE | 0.00 | 4.87 | 6.20 | 11.07 |
| 113370004 | 653 CATHERINE | 0.00 | 5.08 | 3.88 | 8.96 |
| 113380001 | 1164 KENNETH | 0.00 | 8.03 | 6.70 | 14.73 |
| 114020004 | 1090 GETTY | 0.00 | 0.47 | 4.50 | 4.97 |
| 114020006 | 1090 GETTY | 3.00 | 0.75 | 0.75 | 4.50 |
| 114365001 | 1090 E ISABELLA | 0.00 | 4.29 | 3.84 | 8.13 |
| 109137501 | 502 OAK | 0.00 | 4.50 | 7.50 | 12.00 |
| 115130001 | 1038 MCLAUGHLIN | 0.00 | 4.95 | 8.25 | 13.20 |
| 115212502 | 1121 ROBERTS | 0.00 | 0.00 | 7.00 | 7.00 |
| 115261501 | 1176 BURTON | 0.00 | 3.93 | 5.60 | 9.53 |
| 115265001 | 1190 BURTON | 0.00 | 8.66 | 12.32 | 20.98 |
| 117045001 | 1172 FRANCIS | 0.00 | 3.00 | 5.00 | 8.00 |
| 117112201 | 1381 FRANCIS | 0.00 | 4.56 | 1.00 | 5.56 |
| 117299702 | 1224 HOWARD | 0.00 | 6.79 | 0.00 | 6.79 |
| 118020001 | 449 MCLAUGHLIN | 0.00 | 5.22 | 4.78 | 10.00 |
| 118025006 | 457 MCLAUGHLIN | 0.00 | 3.62 | 3.10 | 6.72 |
| 118150101 | 757 MCLAUGHLIN | 0.00 | 3.00 | 5.00 | 8.00 |
| 118190103 | 682 EVANSTON | 0.00 | 5.00 | 5.00 | 10.00 |
| 118212501 | 722 EVANSTON | 0.00 | 5.87 | 6.82 | 12.69 |
| 118232602 | 762 EVANSTON | 0.00 | 14.00 | 9.00 | 23.00 |
| 118267502 | 646 HILL | 0.00 | 0.81 | 0.00 | 0.81 |
| 118300001 | 701 HILL | 0.00 | 3.36 | 1.80 | 5.16 |
| 118365001 | 776 HILL | 0.00 | 4.74 | 3.70 | 8.44 |
| 119017502 | 450 CATAWBA | 0.00 | 9.05 | 10.89 | 19.94 |
| 119105102 | 550 CATAWBA | 0.00 | 5.00 | 5.00 | 10.00 |
| 119277502 | 775 LOUIS | 0.00 | 3.37 | 2.24 | 5.61 |
| 119340002 | 1674 GETTY | 0.00 | 4.95 | 11.28 | 16.23 |
| 120445002 | 1492 WINTERS | 0.00 | 1.50 | 2.50 | 4.00 |
| 121035103 | 901 FLEMING | 0.00 | 2.85 | 2.12 | 4.97 |
| 121055001 | 925 FLEMING | 0.00 | 1.87 | 1.20 | 3.07 |
| 121205001 | 1275 FLEMING | 0.00 | 0.08 | 0.08 | 0.16 |

**CITY OF MUSKEGON**
**Small Balance Water/Sewer Accounts Proposed to be Written-Off**
**As of Fiscal Year Ended December 31, 2000**

| ACCOUNT | SERVICE ADDRESS | SANITATION | SEWER | WATER | TOTAL |
|---|---|---|---|---|---|
| 121250004 | 889 EMERSON | 0.00 | 2.50 | 2.50 | 5.00 |
| 121465001 | 1228 EMERSON | 0.00 | 2.43 | 3.10 | 5.53 |
| 122257502 | 853 E DALE | 0.00 | 8.81 | 8.43 | 17.24 |
| 122407601 | 1120 E DALE | 0.00 | 5.00 | 5.00 | 10.00 |
| 123160104 | 1719 HUIZENGA | 0.00 | 7.50 | 3.70 | 11.20 |
| 124107501 | 1682 SUPERIOR | 0.00 | 5.00 | 5.00 | 10.00 |
| 124115002 | 1692 SUPERIOR | 0.00 | 7.56 | 8.22 | 15.78 |
| 124295004 | 1774 ELWOOD | 0.00 | 4.74 | 3.75 | 8.49 |
| 124365301 | 1694 1 DYSON | 0.00 | 3.76 | 3.40 | 7.16 |
| 125040001 | 1613 MANZ | 0.00 | 3.30 | 5.50 | 8.80 |
| 125107604 | 1710 MANZ | 0.00 | 3.45 | 3.00 | 6.45 |
| 125182501 | 533 E FOREST | 0.00 | 3.37 | 3.70 | 7.07 |
| 125207504 | 1622 MCILWRAITH | 0.00 | 1.69 | 1.50 | 3.19 |
| 125207505 | 1622 MCILWRAITH | 0.00 | 4.50 | 7.50 | 12.00 |
| 125267503 | 1693 MCILWRAITH | 0.00 | 5.12 | 4.67 | 9.79 |
| 125420101 | 1779 JARMAN | 0.00 | 8.44 | 8.80 | 17.24 |
| 126015003 | 1844 MANZ | 0.00 | 5.00 | 0.00 | 5.00 |
| 126105001 | 1969 MANZ | 0.00 | 5.43 | 9.30 | 14.73 |
| 126307502 | 1974 JARMAN | 0.00 | 4.74 | 3.70 | 8.44 |
| 126345003 | 1861 DYSON | 0.00 | 0.07 | 0.04 | 0.11 |
| 127115003 | 1880 SUPERIOR | 0.00 | 3.41 | 2.51 | 5.92 |
| 127077501 | 1813 SUPERIOR | 0.00 | 1.15 | 1.22 | 2.37 |
| 127242501 | 1926 RAY | 0.00 | 4.32 | 6.16 | 10.48 |
| 127330001 | 1882 GETTY | 0.00 | 2.18 | 4.01 | 6.19 |
| 128196001 | 1925 VALLEY | 0.00 | 1.64 | 1.43 | 3.07 |
| 199204001 | 1770 KEATING | 0.00 | 0.00 | 13.95 | 13.95 |
| 127325001 | 1876 GETTY | 0.00 | 10.11 | 9.11 | 19.22 |
| 202262501 | 368 CROSS | 0.00 | 0.00 | 5.25 | 5.25 |
| 204092502 | 207 E WALTON | 0.00 | 5.98 | 0.00 | 5.98 |
| 204187502 | 316 E WALTON | 0.00 | 9.50 | 12.50 | 22.00 |
| 204212502 | 206 MYRTLE | 0.00 | 6.15 | 9.45 | 15.60 |
| 205190101 | 305 AMITY | 0.00 | 10.70 | 12.50 | 23.20 |
| 205222502 | 929 FORK | 0.00 | 5.00 | 5.00 | 10.00 |
| 205380101 | 269 ALLEN | 0.00 | 3.11 | 2.29 | 5.40 |
| 207325102 | 1293 SPRING | 0.00 | 6.90 | 7.50 | 14.40 |
| 207397503 | 1352 SPRING | 0.00 | 4.74 | 3.70 | 8.44 |
| 207400001 | 1355 SPRING | 0.00 | 5.00 | 5.00 | 10.00 |
| 208297502 | 1310 PINE | 0.00 | 5.26 | 2.63 | 7.89 |
| 209017601 | 1338 ARTHUR | 0.00 | 2.50 | 2.50 | 5.00 |
| 209165101 | 1275 RANSOM | 0.00 | 0.00 | 10.00 | 10.00 |
| 209307502 | 147 CATHERINE | 0.00 | 5.00 | 5.00 | 10.00 |
| 209317502 | 158 CATHERINE | 0.00 | 5.00 | 5.00 | 10.00 |
| 209345002 | 186 MCLAUGHLIN | 0.00 | 5.75 | 5.39 | 11.14 |
| 209345003 | 186 MCLAUGHLIN | 0.00 | 5.75 | 5.39 | 11.14 |
| 214305001 | 203 HAMILTON | 0.00 | 2.50 | 2.50 | 5.00 |
| 209462602 | 1305 TERRACE | 0.00 | 5.00 | 5.00 | 10.00 |
| 215025501 | 318 HOUSTON | 0.00 | 0.00 | 2.50 | 2.50 |
| 215130003 | 1220 FOURTH | 0.00 | 10.31 | 8.31 | 18.62 |
| 215137501 | 201 MERRILL | 0.00 | 2.32 | 1.95 | 4.27 |
| 215250002 | 231 MASON | 0.00 | 6.90 | 7.50 | 14.40 |
| 215337603 | 1326 FOURTH | 0.00 | 3.75 | 0.00 | 3.75 |
| 215442501 | 1270 FIFTH | 0.00 | 2.50 | 2.50 | 5.00 |
| 215443002 | 1274 FIFTH | 0.00 | 2.50 | 2.50 | 5.00 |

**CITY OF MUSKEGON**
**Small Balance Water/Sewer Accounts Proposed to be Written-Off**
**As of Fiscal Year Ended December 31, 2000**

| ACCOUNT | SERVICE ADDRESS | SANITATION | SEWER | WATER | TOTAL |
|---|---|---|---|---|---|
| 215457602 | 1297 FIFTH | 0.00 | 2.24 | 1.20 | 3.44 |
| 216431001 | 127 W HOLBROOK | 0.00 | 0.00 | 0.52 | 0.52 |
| 217160103 | 1232 SANFORD | 0.00 | 2.50 | 2.50 | 5.00 |
| 217212501 | 1316 SANFORD | 0.00 | 4.67 | 4.67 | 9.34 |
| 217267501 | 1452 SANFORD | 0.00 | 0.00 | 0.33 | 0.33 |
| 217287602 | 1522 SANFORD | 0.00 | 5.00 | 5.00 | 10.00 |
| 217322601 | 1596 SANFORD | 0.00 | 5.70 | 7.50 | 13.20 |
| 217322602 | 1596 SANFORD | 0.00 | 3.62 | 3.10 | 6.72 |
| 217337502 | 35 W FOREST | 0.00 | 3.36 | 2.01 | 5.37 |
| 217347502 | 1632 SANFORD | 0.00 | 2.60 | 2.13 | 4.73 |
| 217441003 | 1872 SANFORD | 0.00 | 0.02 | 0.00 | 0.02 |
| 218030001 | 1083 PECK | 0.00 | 1.90 | 2.50 | 4.40 |
| 218090001 | 1222 PECK | 0.00 | 5.00 | 5.00 | 10.00 |
| 218320103 | 1705 PECK | 0.00 | 4.74 | 3.79 | 8.53 |
| 220090003 | 1564 HOYT | 0.00 | 3.62 | 3.17 | 6.79 |
| 220240105 | 1915 HOYT | 0.00 | 3.14 | 2.39 | 5.53 |
| 220292601 | 159 E LAKETON | 0.00 | 0.44 | 0.76 | 1.20 |
| 221082501 | 1489 TERRACE | 0.00 | 5.00 | 5.00 | 10.00 |
| 221240002 | 1685 TERRACE | 0.00 | 10.10 | 9.30 | 19.40 |
| 221340001 | 1858 TERRACE | 0.00 | 10.46 | 0.83 | 11.29 |
| 221367501 | 1907 TERRACE | 0.00 | 2.50 | 2.50 | 5.00 |
| 221397501 | 1957 TERRACE | 0.00 | 0.48 | 0.72 | 1.20 |
| 221030002 | 286 IRWIN | 0.00 | 4.50 | 7.50 | 12.00 |
| 222107602 | 326 E DALE | 0.00 | 0.15 | 0.07 | 0.22 |
| 222295004 | 1708 PINE | 0.00 | 2.67 | 2.55 | 5.22 |
| 223075103 | 1707 WOOD | 0.00 | 1.66 | 0.00 | 1.66 |
| 223155002 | 1864 WOOD | 0.00 | 10.26 | 8.29 | 18.55 |
| 224020003 | 221 WASHINGTON | 0.00 | 5.00 | 5.00 | 10.00 |
| 224075003 | 1480 SIXTH | 0.00 | 10.26 | 0.00 | 10.26 |
| 224105004 | 250 W GRAND | 0.00 | 10.39 | 7.61 | 18.00 |
| 224187504 | 1576 SIXTH | 0.00 | 1.25 | 1.42 | 2.67 |
| 224215001 | 215 W FOREST | 0.00 | 7.10 | 6.10 | 13.20 |
| 224222502 | 222 W FOREST | 0.00 | 1.79 | 0.00 | 1.79 |
| 224285002 | 238 W DALE | 0.00 | 2.50 | 2.50 | 5.00 |
| 225090102 | 1472 SEVENTH | 0.00 | 0.44 | 0.76 | 1.20 |
| 225252503 | 340 W FOREST | 0.00 | 0.47 | 0.33 | 0.80 |
| 225325102 | 408 W DALE | 0.00 | 1.93 | 1.72 | 3.65 |
| 226170002 | 388 HOUSTON | 0.00 | 5.00 | 0.00 | 5.00 |
| 227185002 | 484 W MUSKEGON | 0.00 | 5.57 | 3.97 | 9.54 |
| 227352603 | 398 MONROW | 0.00 | 9.18 | 0.16 | 9.34 |
| 227475002 | 345 MASON | 0.00 | 0.54 | 0.81 | 1.35 |
| 228032601 | 1442 PARK | 0.00 | 0.52 | 0.68 | 1.20 |
| 228055001 | 1478 PARK | 0.00 | 1.12 | 0.60 | 1.72 |
| 228095001 | 1583 PARK | 0.00 | 8.60 | 8.60 | 17.20 |
| 228220004 | 517 W GRAND | 0.00 | 5.00 | 5.00 | 10.00 |
| 307167602 | 827 W SOUTHERN | 0.00 | 9.72 | 0.00 | 9.72 |
| 307235001 | 775 W FOREST | 0.00 | 6.26 | 0.00 | 6.26 |
| 307247602 | 809 W FOREST | 0.00 | 0.33 | 0.00 | 0.33 |
| 307517501 | 1593 HENRY | 0.00 | 0.91 | 0.86 | 1.77 |
| 308255001 | 976 W FOREST | 0.00 | 3.00 | 5.00 | 8.00 |
| 308300002 | 878 IRELAND | 0.00 | 0.37 | 0.00 | 0.37 |
| 308322502 | 921 IRELAND | 0.00 | 8.53 | 0.00 | 8.53 |
| 308440001 | 1721 HUDSON | 0.00 | 2.67 | 1.85 | 4.52 |

**CITY OF MUSKEGON**
**Small Balance Water/Sewer Accounts Proposed to be Written-Off**
**As of Fiscal Year Ended December 31, 2000**

| ACCOUNT | SERVICE ADDRESS | SANITATION | SEWER | WATER | TOTAL |
|---|---|---|---|---|---|
| 309127502 | 991 WASHINGTON | 0.00 | 1.45 | 0.34 | 1.79 |
| 309140102 | 1012 WASHINGTON | 0.00 | 4.50 | 7.50 | 12.00 |
| 310122601 | 1159 W GRAND | 0.00 | 8.96 | 7.30 | 16.26 |
| 310195003 | 1045 W FOREST | 0.00 | 5.00 | 5.00 | 10.00 |
| 311257501 | 1230 W LAKETON | 0.00 | 5.00 | 0.00 | 5.00 |
| 311320006 | 1261 W DALE | 0.00 | 3.00 | 5.00 | 8.00 |
| 311332506 | 1290 W DALE | 0.00 | 1.79 | 0.00 | 1.79 |
| 311355001 | 1634 RUDDIMAN | 0.00 | 3.36 | 2.63 | 5.99 |
| 312165101 | 1428 LAKESHORE | 0.00 | 10.46 | 9.80 | 20.26 |
| 312365101 | 1414 PALMER | 0.00 | 12.54 | 6.77 | 19.31 |
| 314105001 | 1724 RANDOLPH | 0.00 | 0.00 | 3.17 | 3.17 |
| 314145001 | 1648 WINCHESTER | 0.00 | 12.33 | 11.00 | 23.33 |
| 314237505 | 1705 MONTAGUE | 0.00 | 5.24 | 6.76 | 12.00 |
| 315207604 | 2177 BOURDON | 0.00 | 0.01 | 0.00 | 0.01 |
| 315375001 | 2176 ESTES | 0.00 | 0.37 | 0.00 | 0.37 |
| 315422501 | 2265 ESTES | 0.00 | 7.30 | 15.10 | 22.40 |
| 316310002 | 2208 TORRENT | 0.00 | 3.62 | 3.10 | 6.72 |
| 317255005 | 2117 MINER | 0.00 | 10.02 | 9.05 | 19.07 |
| 317257601 | 2112 MINER-LAWN | 0.00 | 0.00 | 2.50 | 2.50 |
| 317257701 | 2112 MINER-GARAGE | 0.00 | 0.00 | 3.84 | 3.84 |
| 317260103 | 2123 MINER | 0.00 | 3.80 | 0.00 | 3.80 |
| 317267504 | 2140 MINER | 0.00 | 5.74 | 0.00 | 5.74 |
| 317357601 | 1971 HARDING | 0.00 | 1.50 | 2.50 | 4.00 |
| 317421001 | 2430 GREENWOOD | 0.00 | 2.76 | 5.65 | 8.41 |
| 318005003 | 2563 DENMARK | 0.00 | 0.00 | 8.60 | 8.60 |
| 318060002 | 1884 CROZIER | 0.00 | 4.30 | 4.30 | 8.60 |
| 318217502 | 1954 PHILO | 0.00 | 6.71 | 0.00 | 6.71 |
| 318312501 | 1880 LETART | 0.00 | 5.00 | 5.00 | 10.00 |
| 318317504 | 1933 LETART | 0.00 | 5.00 | 5.00 | 10.00 |
| 318390001 | 2117 LETART | 0.00 | 10.25 | 11.86 | 22.11 |
| 319035003 | 2417 W SHERMAN | 0.00 | 4.51 | 4.33 | 8.84 |
| 319116508 | 2525 LETART | 0.00 | 2.50 | 2.50 | 5.00 |
| 319190103 | 2489 LINCOLN | 0.00 | 1.50 | 2.50 | 4.00 |
| 319315102 | 2426 CUTLER | 0.00 | 2.43 | 3.10 | 5.53 |
| 320050001 | 2567 MORTON | 0.00 | 5.97 | 8.91 | 14.88 |
| 320297603 | 2224 CROZIER | 0.00 | 2.03 | 0.00 | 2.03 |
| 320312501 | 2284 CROZIER | 0.00 | 4.54 | 3.80 | 8.34 |
| 321060003 | 2207 CLIFFORD | 0.00 | 4.74 | 3.75 | 8.49 |
| 321457501 | 2183 MORTON | 0.00 | 8.10 | 0.85 | 8.95 |
| 322212601 | 1853 CHERRY | 0.00 | 8.03 | 6.70 | 14.73 |
| 323002603 | 1554 E HARBOUR TOWI | 0.00 | 3.37 | 3.70 | 7.07 |
| 323010301 | 3370 FULTON | 0.00 | 3.75 | 9.50 | 13.25 |
| 323122901 | 1682 BEACH | 0.00 | 0.56 | 0.00 | 0.56 |
| 323210001 | 1804 EDGEWATER | 0.00 | 4.39 | 4.51 | 8.90 |
| 324220002 | 3081 FAIRLAWN | 0.00 | 10.56 | 6.33 | 16.89 |
| 324411002 | 3120 BEACH | 0.00 | 6.74 | 0.00 | 6.74 |
| 325026102 | 2452 WICKHAM | 0.00 | 3.80 | 0.00 | 3.80 |
| 325147301 | 1432 RANDOLPH | 0.00 | 3.92 | 0.00 | 3.92 |
| 325197604 | 1365 WINCHESTER | 0.00 | 1.20 | 1.23 | 2.43 |
| 325215801 | 1405 WINCHESTER | 0.00 | 1.50 | 2.50 | 4.00 |
| 325267902 | 1481 MONTAGUE | 0.00 | 11.11 | 12.21 | 23.32 |
| 325272001 | 1511 MONTAGUE | 0.00 | 0.08 | 0.08 | 0.16 |
| 326029001 | 2476 GLENSIDE | 0.00 | 1.50 | 2.50 | 4.00 |

**CITY OF MUSKEGON**
**Small Balance Water/Sewer Accounts Proposed to be Written-Off**
**As of Fiscal Year Ended December 31, 2000**

| ACCOUNT | SERVICE ADDRESS | SANITATION | SEWER | WATER | TOTAL |
|---|---|---|---|---|---|
| 327057606 | 1923 DOWD | 0.00 | 2.50 | 2.50 | 5.00 |
| 327129002 | 878 W BARNEY | 0.00 | 1.79 | 0.00 | 1.79 |
| 328029901 | 2344 VINCENT | 0.00 | 0.11 | 0.09 | 0.20 |
| 328035501 | 716 HANCOCK-LAWN | 0.00 | 0.00 | 10.25 | 10.25 |
| 328042103 | 692 WILSON | 0.00 | 5.00 | 5.00 | 10.00 |
| 329016001 | 951 W LAKETON | 0.00 | 2.50 | 2.50 | 5.00 |
| 330005002 | 2018 WAALKES | 0.00 | 7.50 | 2.50 | 10.00 |
| 388009001 | 1470 WOOD | 0.00 | 0.00 | 22.77 | 22.77 |
| 330072801 | 2104 HENRY | 0.00 | 7.82 | 6.70 | 14.52 |
| | | $3.00 | $1,012.68 | $1,324.22 | $2,339.90 |

*law offices of* | **PARMENTER O'TOOLE**
175 West Apple Avenue • P.O. Box 786 • Muskegon, Michigan 49443-0786
Phone 231.722.1621 • Fax 231.722.7866 or 728.2206

January 29, 2001

Timothy Paul
Finance Director
City of Muskegon
P.O. Box 536
Muskegon, MI 49443-0536

**Re: City of Muskegon v Twin Lake Construction**

Dear Mr. Paul:

On December 15, 2000, a default judgment in favor of the City was entered against Twin Lake Construction Company in the amount of $21,973.79. Back in July 2000, I had conducted a prejudgment creditor's examination of Twin Lake Construction through its principal owner, Bill Grimm. At the time, Twin Lake Construction showed every sign of being uncollectible. My opinion is unchanged regarding collectibility, particularly because I have since become aware of other creditors who unsuccessfully are pursuing Twin Lake and Mr. Grimm. I do not foresee this judgment being satisfied anytime in the near future, if ever.

If you have any questions or concerns, please do not hesitate to contact me.

Sincerely,

James R. Scheuerle
*Direct Telephone: 231.722.5418*
*Direct Fax: 231.728.2206*
*JRS@Parmenterlaw.com*
c: Bryon Mazade



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*law offices of* | **PARMENTER O'TOOLE**

175 West Apple Avenue • P.O. Box 786 • Muskegon, Michigan 49443-0786
Phone 231.722.1621 • Fax 231.722.7866 or 728.2206

February 6, 2001

Timothy Paul
Finance Director
City of Muskegon
P.O. Box 536
Muskegon, MI 49443-0536

Re: City of Muskegon v Steelcoating, Inc., Malcolm Hitchcock, and Richard Anderson

Dear Mr. Paul:

You have requested an update of the status on the above-referenced matter. As you may recall, the City of Muskegon took a money judgment as against all three defendants on September 18, 1998 in the amount of $229,171.16. Since that date, interest has been accruing at 12% interest per annum, or approximately $.7534 per day.

Collection activity has been as follows:

1. <u>Steelcoating, Inc.</u>
   By the time we commenced suit, Steelcoating had gone out of business. While the City of Muskegon had a lien on the inventory, equipment and accounts of Steelcoating, there were no accounts receivable available to the City and it would have cost more to deal with environmental issues and relocate sell the remaining assets than would have been realized by a sale. As such, the city did not attempt to exercise its right on any of the properties owned by Steelcoating.

2. <u>Richard Anderson</u>
   Mr. Anderson filed for Chapter 7 protection under the United States Bankruptcy Code. His liabilities exceeded assets by nearly 4 to 1 and secured creditors had encumbered the only assets worth pursuing. Specifically, a 1997 32-foot Maxum boat worth $70,000 had liens totaling $81,000 and a 1994 Rambler 34-foot motor home worth $30,000 had liens totaling $33,000. Mr. Anderson, at that point in time, had relocated to Mesa, Arizona and was employed as a recreational vehicle salesman. Given the Chapter 7 bankruptcy, Mr. Anderson is relieved of this debt.

3. Malcolm Hitchcock

In November of 1998 a creditors' exam was held as to Mr. Hitchcock. At that time, the only assets he owned, which were not exempt from garnishment was:

a. A partnership interest in a real estate partnership in Florida. The estimated value was $17,000;

b. Two bank accounts with balances of a few hundred dollars; and

c. A 1987 Cadillac.

Most of Mr. Hitchcock's assets were either held jointly with his wife, i.e. the marital residence, and thus exempt from collection or held in an IRA, which is exempt from garnishment under Michigan law. Substantial discussion occurred with Mr. Hitchcock's attorney during the Summer and early Fall of 1999 trying reach an agreement as to a single payment from Mr. Hitchcock. The parties were never able to reach an agreement.

While we can undertake another creditors' exam as to Mr. Hitchcock, I suspect that it would be fruitless. If you wish us to undertake that creditors' examination, I recommend that we do it during late Summer or early Fall and file a garnishment on his state tax refund.

Any action as to Mr. Hitchcock can be taken, regardless of whether the city writes off the debt. I would not expect the city to recover any substantial monies from Mr. Hitchcock. We may receive a nominal payment, essentially a nuisance value settlement.

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

Sincerely yours,

John C. Schrier
Direct: 231.722.5401
Fax: 231.728.2206
E-Mail Address: jcs@parmenterlaw.com

Date: February 13, 2001

To: Honorable Mayor and City Commissioners

From: Engineering

RE: Consideration of Proposals for Engineering Services on Lakefront Development

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## SUMMARY OF REQUEST:

To award a contract to Fleis & Vandenbrink Engineering Inc. out of Grand Rapids for the design and construction engineering of the public infrastructure to be constructed as part of the Lakefront Development at a cost of $104,516.84. Furthermore, it is requested that the approval, if granted, be contingent upon the developer entering into a development / special assessment agreement with the City.

## FINANCIAL IMPACT:

The cost for the engineering services (design & construction) of $104,516.84. These costs will be included in the special assessment to the developer and/or the CMI grant.

## BUDGET ACTION REQUIRED:

None

## STAFF RECOMMENDATION:

Enter into an engineering agreement with Fleis & Vandenbrink to provide engineering services (design & construction) for the Lakefront Development Infrastructure.

## COMMITTEE RECOMMENDATION:

# PROPOSALS TABULATION FOR THE ENGINEERING SERVICES ON: LAKEFRONT DEVELOPMENT

| FIRM | DESIGN HRS | DESIGN COST | CONSTRUCTION HRS | CONSTRUCTION ENG. COST | TOTAL COST |
|---|---|---|---|---|---|
| **FLEIS & VANDENBRINK** | **692** | **$44,354.74** | **875** | **$60,162.10** | **$104,516.84** *** |
| PREIN & NEWHOF | 630 | $41,035.00 | 1315 | $80,347.00 | $121,382.00 |
| DRIESENGA & ASSOCIATES | 728 | $49,303.00 | 1332 | $65,746.00 | $115,049.00 |
| WILLIAMS & WORKS | 547 | $33,380.00 | 978 | $70,114.00 | $103,494.00 |

*** Six Soil Borings are included

2/6/01

2001-17 (e)
2-13-01

CITY OF MUSKEGON
CONSULTING ENGINEERING AGREEMENT

**LAKEFRONT DEVELOPMENT**
PROJECT NAME

THIS AGREEMENT, made and entered into as of this 27th day of February, 2001, A.D., by and between Fleis & Vandenbrink Engineering, Inc., Consulting Engineers, of 4771 – 50th Street S.E., Grand Rapids, Michigan 49512, hereinafter referred to as the "CONSULTANT", And the City of Muskegon, a Public Body Corporation, hereinafter referred to as the CITY.

WITNESSETH:

WHEREAS, the CITY desires to engage the professional services of the CONSULTANT to perform certain engineering and other related services required in connection with the project as defined by the Work Plan Outline referred to as the "PROJECT".

WHEREAS, the CONSULTANT is willing to render the services desired by the CITY for the consideration hereinafter expressed; and

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

WHEREAS, the PROJECT is defined in any contract documents for construction, the consultant's proposal, and this agreement,

NOW THEREFORE, IT IS HEREBY AGREED by and between the parties, (incorporating the above recitals), that:

I. THE CONSULTANT SHALL, perform professional services in connection with the PROJECT as hereinafter stated.

THE CONSULTANT SHALL, serve as the CITY'S Professional Representative in all of the Phases of the PROJECT, and will give consultation and advice to the CITY during the performance of his services as follows:

## PROPOSED WORK PLAN (SCOPE OF SERVICES)

### A. PRELIMINARY DESIGN PHASE:

1. Meet with City staff to review project requirements, work scope and overall schedule. Collect existing available information, such as:

    a. As built road, sanitary sewer, storm sewer, watermain and other utility drawings.
    b. Any previous surveys in or adjacent to the project area.
    c. Property line maps and legal descriptions.
    d. Plans, concepts and other items that may be available from the site developer or their engineer.
    e. Obtain City of Muskegon details and specifications.

2. Contact utility companies to obtain the location of their existing underground facilities in the project area.

3. Prepare railroad-crossing permit and submit to CSX and MDOT.

4. Perform field topographic survey for design and preparation of the construction drawings. Collect topographic information, elevations and location of existing utilities within the project area.

5. Review and finalize, if necessary, the road alignment and geometrics.

6. Prepare legal description of the proposed road right-of-way.

7. Prepare preliminary roadway cross sections.

8. Draft preliminary plans on plan and profile sheets at 1"=40' horizontal scale and 1"=4' vertical scale.

9. Coordinate pavement cores and/or soil borings within the project area as appropriate to identify subsurface conditions and to provide data for pavement design.

10. Complete preliminary design of the proposed pavement sections and layout of the proposed road plan and profile. Review alternative designs where appropriate.

11. Complete preliminary design of the storm sewer system.

12. Complete preliminary design of the water main.

13. Complete preliminary design of the sanitary sewer.

14. Meet with City staff to review preliminary plans. Any alternatives developed will be reviewed.

15. Draft preliminary design and details on the construction drawings, incorporating City comments.

16. Evaluate impact on private utilities such as gas, electric and telephone. Send copies of preliminary plans to the utility companies for their information.

17. Prepare list of bid items, quantities and estimate of construction costs. Prepare preliminary specifications/bidding documents.

18. Forward completed preliminary construction drawings, specifications and cost estimate to the City staff for review.

**B. FINAL DESIGN PHASE:**

1. Complete final design and prepare final construction drawings, specifications and bidding documents in accordance with City comments. We anticipate the following drawings:

   a. Title sheet
   b. Alignment sheet
   c. Typical pavement cross-sections, notes and details
   d. Typical watermain notes and details
   e. Typical storm and sanitary sewer notes and details
   f. Plan and profile sheets for road and utility improvements.
   g. Intersection details where appropriate
   h. Rail road crossing details and plan

2. Prepare updated estimate of probable construction cost.

3. Prepare and submit permit applications for construction of watermain and sanitary sewer.

4. Advertise project for bidding.

5. Provide bidding assistance.

6. Provide the City with 20 sets of Bid Documents.

**C. CONSTRUCTION ENGINEERING PHASE:**

1. Assist City with the award of contract.

2. Provide construction staking for the project.

2. Provide contract administration.

3. Provide 10 weeks of full time on-site observation during construction of the project. We have included 50 hours per week for 10 weeks.

4. Review contractors pay requests and provide City with written recommendation for payments.

5. Schedule and attend preconstruction meeting and construction progress meetings. Prepare and distribute meeting minutes.

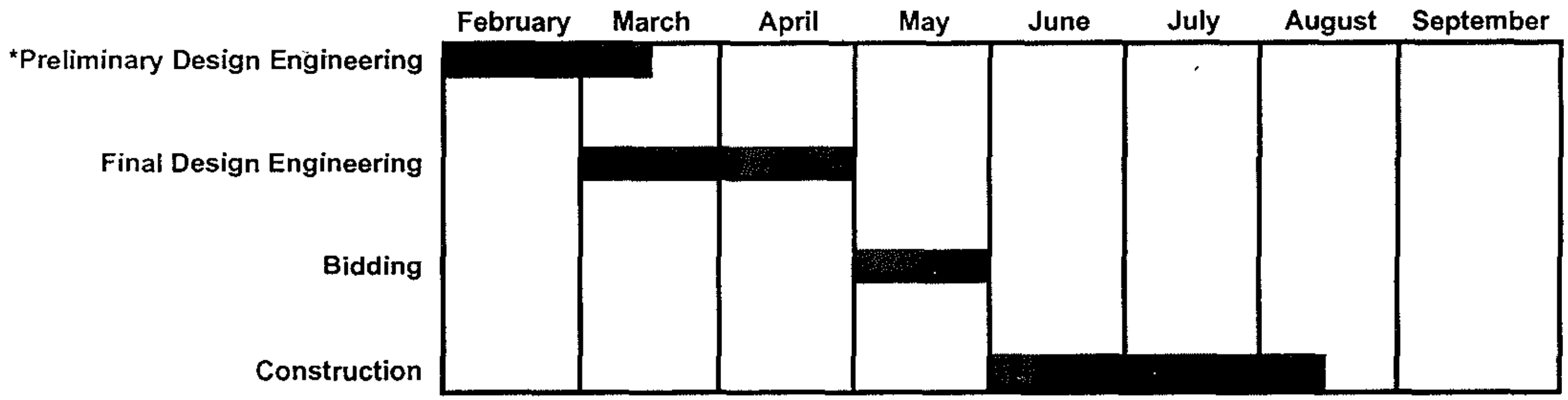
6. Perform onsite testing including soils, concrete, asphalt density, temperature and monitor air testing for sanitary sewer and watermain. Coordinate off-site testing of the concrete cylinder breaks and asphalt tests if required.

7. Prepare Record drawings. Provide the City with prints and AutoCAD files.

## D. MEETINGS

1. In addition to the meetings listed above we will be available for meetings with the Developer, MDEQ, Utility companies, contractor, affected property owners and public meetings.

**SCHEDULE**
**LAKEFRONT DEVELOPMENT**




Schedule is dependent upon timely reviews by the City, receipt of permits and snow cover for topographic survey.

NOTE: Starting date of contract was changed to approximately April 1, 2001.

The work will consist of the tasks set forth in the following Proposed Work Plan (Scope of Services). The work shall be completed in accordance with the schedule below, appended to and included in the Proposed Work Plan:

## II. GENERAL PROVISIONS

The CONSULTANT shall:

A. Follow standard accounting practices and permit the CITY to inspect its PROJECT books and records at any reasonable time. Such records are to be kept available for three (3) years from the date of the final payment for work conducted under this Agreement.

B. Have in its employ a sufficient number of qualified employees available to complete the PROJECT in accordance with the schedule established upon the authorization of the services as outlined herein.

C. Show evidence of Workmen's Compensation Insurance, said insurance to be required by law. Maintain and show evidence of Professional Liability Insurance in the amount of **$500,000**, maintain General Liability Insurance and Vehicle Insurance with a limit of liability not less than **$500,000**, and name the CITY OF MUSKEGON as additional insured with policy(ies) not being cancelled or materially altered without at least thirty (30) days notice to the CITY. (See section IV. (I) below.

D. Commence work on the PROJECT as set forth in this Agreement only upon receipt of written notice from the CITY.

E. During the performance of the services herein provided for, be responsible for any loss or damage to the documents, hereinafter enumerated as belonging to the CITY, while they are in its possession. Restoration of lost or damaged documents shall be at the CONSULTANT'S expense.

F. The CONSULTANT will perform all work on this project with its own employees except as noted herein, or as approved by the CITY.

G. CITY INCOME TAX WITHHOLDING. The CONSULTANT shall withhold Muskegon City income taxes from each and every employee who is subject to same, and shall pay the income tax due, if any. CONSULTANT shall further require the same of each subconsultant or other party with whom CONSULTANT works or from whom CONSULTANT obtains goods or services for the project. Payroll submissions required by this agreement shall include full information showing said withholding. The City may withhold payments otherwise due to the CONSULTANT to assure compliance with this agreement or cure noncompliance.

III. THE CITY WILL:

A. Provide to CONSULTANT existing data as it is available from its files.

B. Pay for and in consideration of the services rendered by the CONSULTANT in carrying out the PROJECT on the basis of costs as outlined in the proposal under the sections entitled "ENGINEERING SERVICES WORK PLAN" and "CURRENT FEE SCHEDULE." However all compensation, <u>of whatever nature</u>, <u>including</u> reimbursement of expenses to the consultant, shall not exceed **$104,516.84**. Any increase in the amount to be paid to the CONSULTANT shall <u>require</u> a written <u>and executed</u> amendment to this Agreement. <u>The "Derivation of Cost Proposal," Exhibit A, shall not constitute or support the City's agreement to pay any specific amount of compensation. All compensation shall be derived from the proposal documents referred to above (of which the "Derivation of Cost Proposal" is only one part), and shall be further limited by this paragraph, modified only by written amendment to this contract agreed and executed by the City and the Consultant.</u>

The amounts to be paid (subject to the "not to exceed" figure above and the provisions for payment in case of early termination of this agreement), shall be determined as follows:

1. Direct Salary Costs: Actual Direct Salary costs of members of the firm and staff personnel on the basis of salary, on an hourly basis (without markup) actually expended for said personnel for the time such personnel are directly utilized on the PROJECT.

2. Other Direct Costs: Actual cost of other material and services as may be required hereunder but which are not normally provided as part of the overhead of the CONSULTANT. All actual costs shall be itemized and certified as paid to specifically named firms or individuals, and shall be supported by proper receipts. Examples of items normally treated as direct costs are as follows.

   <u>Outside</u> computer services, travel, transportation, printing and telephone costs related to the PROJECT work performed. Engineering services (by others) such as surveys, professional engineering services, etc., and items other than engineering services related to the PROJECT.

3. Overhead, Indirect Costs and Profit: The overhead and indirect costs incurred or profit earned (fixed fee) by the CONSULTANT during performance of the PROJECT work. The amount of overhead, indirect costs and profit payment, including payroll overhead, will be calculated as a percentage of all direct salary costs related to staff personnel. Overhead and indirect costs shall include those costs which, because of the incurrence for common or joint objectives are not readily subject to treatment as a direct cost. The percentage rate, for Payroll Overhead (Direct Salary Costs), Firm Overhead and Profit, which will be applied to direct labor costs solely to determine progress payments, is 197%, including the overhead and profit percentages shown on Exhibit A.

   It is agreed that this rate is the final overhead rate and will be used for all work related to the PROJECT.

   Attachment. Attached as exhibit A is the document entitled "Derivation of Cost Proposal." It is attached as a guide for use in the event of early termination and otherwise for information purposes only.

C. Make payments to the CONSULTANT in accordance with the following procedures:

   1. Progress payments shall be made for reimbursement of amounts earned to date and shall include direct salary costs, other direct costs, calculated amounts for overhead, indirect costs and profit using the aforementioned rate.

   2. Partial payments will be made upon the submissions by the CONSULTANT of an Invoice Voucher, accompanied by properly completed reporting forms and such other evidence of progress as may be required by the CITY. Partial payments shall be made only once a month.

   3. 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. Final payment will be made upon completion satisfactory to the CITY.

D. If work on the Agreement is terminated before completion, the city shall determine, using reasonable calculations, (including, if applicable, utilizing Exhibit A for a guide), what portion of the consultant's work has been completed, and compensate Consultant accordingly. It shall pay the CONSULTANT actual costs incurred for the work up to the time of termination of this Agreement, compensate the CONSULTANT in full for all pro rated overhead costs defined above and prorated profit on work completed. The aforesaid payment shall be an amount which can be established by the CONSULTANT from its accounts and records, and verified by the CITY. In no case shall the amount paid to the CONSULTANT for partial completion of work under this Agreement exceed the amount the CONSULTANT would receive had all work be completed.

IV. IT IS FURTHER AGREED THAT:

A. Upon completion or termination of this Agreement, all documents prepared by the CONSULTANT, including tracings, drawings, estimates, specifications, field notes, investigations, studies, etc., as instruments of service, shall become the property of the CITY. The CONSULTANT may keep a copy of materials developed through this contract.

B. No portion of the PROJECT work ~~heretobefore defined~~, shall be sublet, assigned, or otherwise disposed of except as herein provided or with the prior written consent of the CITY. Consent to sublet, assign or otherwise dispose of any portion of said work shall not be construed to relieve the CONSULTANT of any responsibility for the fulfillment of this Agreement, or any part of the performance.

C. All questions which may arise as to the quality and acceptability of work, the manner of performance and rate of progress of work, and the interpretation of plans and specifications shall be addressed by the CONSULTANT to the satisfaction of the CITY. All questions as to the satisfactory completion shall be decided by the CITY.

D. Any change in work to be performed by the CONSULTANT involving extra compensation must be authorized in writing by the CITY prior to the performance thereof by the CONSULTANT.

E. The CONSULTANT warrants it has not employed or retained any company or person other than bona fide employees working solely for the CONSULTANT, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than bona fide employees working solely for the CONSULTANT, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon, or resulting from the award or making of the Agreement. For breach or violation of this warranty, the CITY shall have the right to annul this Agreement without liability or, at its discretion, to deduct from the contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

F. The CONSULTANT specifically agrees that in the performance of engineering services herein enumerated, by him, or by an approved subcontractor, or anyone acting in its behalf, they will comply with any ~~and all~~ applicable State, Federal, and Local statutes, ordinances and regulations and obtain all permits that are applicable to the entry into and the performance of this Agreement.

G. No charges or claims for damages shall be made by the CONSULTANT for delays or hindrances from any cause whatsoever during the progress of any portions of the services specified in this Agreement, except as hereinafter provided.

In case of a substantial delay on the part of the CITY in providing to the CONSULTANT access to the site, necessary information or approval to proceed with the work, resulting, through no fault of the CONSULTANT, in delays of such extent as to require the CONSULTANT to perform his work under changed conditions not contemplated by the parties, the CITY will provide supplemental compensation limited to increased costs incurred as a direct result of such delays. Any claim of supplemental compensation must be in writing and accompanied by substantiating data. Authorization of such supplemental compensation shall be by an amendment to this Agreement. When delays are caused by circumstances or conditions beyond the control of the CONSULTANT, as determined by the CITY, the CONSULTANT shall be granted an extension of time for such reasonable period as may be mutually agreed upon between the parties, it being understood, however, that the permitting of the CONSULTANT to proceed to complete any services, or part of them, after the date to which the time of completion may have been extended, shall in no way operate as a waiver on the part of the CITY of any of its rights herein set forth.

H. In case the CONSULTANT deems extra compensation will be due them for work or materials not clearly covered in this Agreement, or not ordered by the CITY as a change, or due to changed conditions, the CONSULTANT shall notify the CITY in writing of his intention to make claim for such extra compensation before they begin such work.

Failure on the part of the CONSULTANT to give such notification will constitute a waiver of the claim for such extra compensation. The filing of such notice by the CONSULTANT shall not in any way be construed to establish the validity of the claim. Such extra compensation shall be provided only by a written and signed amendment to this Agreement.

I. The CONSULTANT agrees to comply with the following insurance and CONSULTANT agrees to ~~defend~~, pay in behalf of, indemnify, and hold indemnity requirements:

1. Hold Harmless Agreements: To the fullest extent permitted by law, CONSULTANT agrees to pay on behalf of, indemnify, and hold harmless the CITY, its elected and appointed officials, employees, volunteers, and others working on behalf of the CITY against any and all claims, demands, suits, or loss, including any costs connected therewith, including reasonable attorney fees and for any damages which may be asserted, claimed or recovered against or from the CITY, its elected and appointed officials, employees, volunteers, or others ~~working~~ acting on behalf of the CITY, by reason of personal injury, including bodily injury and death, property damage, including loss of use thereof, and/or the effects of or release or toxic and/or hazardous material which arises out of the negligent acts and or omission of the engineer. The obligations in this paragraph ~~to hold harmless~~ extend to CONSULTANT'S employees, agents, subcontractors, assigns and successors.

2. Consultant Insurance Requirements: CONSULTANT shall not commence work under this contract until obtaining the insurance required under this paragraph. All coverages shall be with insurance companies licensed and admitted to do business in the State of Michigan and Best Rated A VIII. All coverage shall be with insurance carriers acceptable to the CITY.

3. Workers' Compensation Insurance: The CONSULTANT shall procure and maintain during the life of this contract, Workers' Compensation Insurance, including Employer's Liability coverage, in accordance with all applicable Statutes of the State of Michigan.

4. General Liability Insurance: The CONSULTANT shall procure and maintain during the life of this contract, commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than **$500,000** per occurrence and/or aggregate combined single limit, Personal Injury, Bodily Injury and Property Damage. Coverage shall include the following extensions: (a) Contractual Liability; (b) Products and Completed Operations; (c) Independent Contractor's Coverage; (d) Broad Form General Liability Extensions or equivalent.

5. Motor Vehicle Liability: The CONSULTANT shall procure and maintain during the life of this contract Motor Vehicle Liability Insurance, including Michigan No-Fault Coverages, with limits of liability of not less than **$500,000** per occurrence or combined single

limit Bodily Injury and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles and all hired vehicles.

6. Professional Liability Insurance: The CONSULTANT shall procure and maintain during the life of this contract and during the performance of all services, Professional Liability Insurance covering all performances from the beginning of the Consultant's services on a "claims made basis" and shall maintain coverage from commence of this contract until six (6) months following completion of the Consultant's work with limits of liability not less than **$500,000** per occurrence.

7. Additional Insured: Commercial General Liability and Motor Vehicle Liability Insurance, as described above, shall include an endorsement stating the following shall be "Additional Insured": The CITY OF MUSKEGON, all elected and appointed officials, all employees and volunteers, all boards, commissions and/or authorities and board members, including employees and volunteers thereof.

8. Cancellation Notice: Workers' Compensation Insurance, General Liability Insurance, Motor Vehicle Liability Insurance, and Professional Liability Insurance, as described above, shall include an endorsement stating the following: It is understood and agreed that Thirty (30) Days Advance Written Notice of Cancellation, Non-Renewal, Reduction and/or Material Change shall be sent to: CITY OF MUSKEGON ENGINEERING DEPARTMENT.

9. Proof of Insurance Coverage: The CONSULTANT shall provide the CITY at the time of the contracts are returned by it for execution, certificates and policies as listed below. Copies of Declaration Sheets shall be attached to this agreement as Exhibit B:

   (a) Two (2) copies of Certificate of Insurance for Workers' Compensation Insurance.

   (b) Two (2) copies of Certificate of Insurance for Commercial General Liability Insurance.

   (c) Two (2) copies of Certificate of Insurance for Vehicle Liability Insurance.

   (d) Two (2) copies of Certificate of Insurance for Professional Liability Insurance.

   (e) If so requested, certified copies of all policies mentioned above will be furnished.

If any of the above coverages expire during the term of this contract, the CONSULTANT shall deliver renewal certificates and/or policies to the CITY at least ten (10) days prior to the expiration date.

J. This Agreement shall be terminated upon written advice ~~ment~~ to the CONSULTANT by the CITY that the PROJECT work is completed and accepted, with the exception that the Professional Liability Insurance at the identified limits of coverage shall remain in effect for a period of six (6) months following the date of said advice ~~ment~~ of termination.

K. Upon execution of this Agreement by the parties hereto, the same shall become binding on the parties hereto and their successors and assigns.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals by their duly authorized agents and representatives the day and year first above written.

FLEIS & VANDENBRINK ENGINEERING, INC.

Witness

Fran Rini 3/28/01

Witness

**FRANCES MAE RINI**
**NOTARY PUBLIC, BERRIEN COUNTY, MI**
**COMMISSION EXPIRES: JULY 4, 2003**

CITY OF MUSKEGON

| | |
|---|---|
| Linda Potter<br>Witness Linda Potter | Fred Nielsen 4-3-01<br>Fred Nielsen (Mayor) Date |
| Denny Powers<br>Witness Denny Powers | Gail Kundinger 4-3-01<br>Gail Kundinger (Clerk) Date |

## EXHIBITS

Exhibit A - Derivation of Cost Proposal, and attachment with estimated hours.

Exhibit B – Insurance Declaration sheets.

## DERIVATION OF COST PROPOSAL

**Design Engineering Services**
**Lakefront Development**

***CONSULTANT: FLEIS & VANDENBRINK ENGINEERING, INC.***

### DIRECT LABOR

| Project Classification | Hours | Hourly Rate | Labor Costs |
|---|---|---|---|
| Principal | 4 | $53.00 | $212.00 |
| Project Manager | 126 | $31.00 | $3,906.00 |
| Project Engineer | 187 | $19.00 | $3,553.00 |
| Civil Tech Cadd | 110 | $17.00 | $1,870.00 |
| Civil Tech | 110 | $20.00 | $2,200.00 |
| Survey Chief | 44 | $19.00 | $836.00 |
| Survey Tech | 35 | $11.00 | $385.00 |
| Project Assistant | 76 | $15.00 | $1,140.00 |
| **Total Hours** | **692** | | |
| | | **Total Labor** | **$14,102.00** |

**OVERHEAD** Total Labor x Overhead Rate

$14,102 times 160 %

**Total Overhead** **$22,563.20**

**FACILITIES CAPITAL COST** Total Labor x FCC Rate

$14,102 times 5.6 %

**Total FCC** **$789.71**

### DIRECT EXPENSES

| | |
|---|---|
| Soil Borings | $1,200 |
| Printing | $315 |
| Telephone/Fax | $85 |
| Vehicle and mileage | $800 |
| Equipment | $100 |

**Total Direct Expenses** **$2,500.00**

**FIXED FEE** (Total Labor + Total Overhead) x fee percentage

$36,665 times 12 %

**Total Fixed Fee** **$4,399.82**

***TOTAL COSTS*** ***$44,354.74***

DERIVATION OF COST PROPOSAL

**Construction Engineering Services**
**Lakefront Development**

*CONSULTANT: FLEIS & VANDENBRINK ENGINEERING, INC.*

**DIRECT LABOR**

| **Project Classification** | **Hours** | **Hourly Rate** | **Labor Costs** |
|---|---|---|---|
| Principal | 4 | $53.00 | $212.00 |
| Project Manager | 90 | $31.00 | $2,790.00 |
| Project Engineer | 0 | $19.00 | $0.00 |
| Civil Tech Cadd | 40 | $17.00 | $680.00 |
| Survey Chief | 88 | $19.00 | $1,672.00 |
| Survey Tech | 88 | $11.00 | $968.00 |
| Project Assistant | 40 | $15.00 | $600.00 |
| Resident Inspector | 525 | $18.00 | $9,450.00 |
| Inspector backup | 0 | $18.00 | $0.00 |

++Backup inspectors to fill in for sick or vacation time if required

**Total Hours** **875**

**Total Labor** **$16,372.00**

**OVERHEAD** Total Labor x Overhead Rate

$16,372 times 160 %

**Total Overhead** $26,195.20

**FACILITIES CAPITAL COST** Total Labor x FCC Rate

$16,372 times 5.6 %

**Total FCC** **$916.83**

**DIRECT EXPENSES**

| | |
|---|---|
| Troxler | $1,750 |
| Concrete Air Tester | $350 |
| Printing | $175 |
| Telephone/Fax | $150 |
| Vehicle and mileage | $7,800 |
| Equipment | $145 |
| Offsite Testing | $1,200 |

**Total Direct Expenses** **$11,570.00**

**FIXED FEE** (Total Labor + Total Overhead) x fee percentage

$42,567 times 12 %

**Total Fixed Fee** **$5,108.06**

*TOTAL COSTS* *$60,162.10*

# City of Muskegon
# Lakefront Development
# Design Hour Summary

DESIGN ENGINEERING SERVICES

| TASK | Principal | Project Mgr. | Proj. Eng. | Drafter | Surveyor | Tech. | Typist | Expenses | Total Hrs |
|---|---|---|---|---|---|---|---|---|---|
| **Preliminary Design Phase** | | | | | | | | | |
| meet with City / collect data | | 6 | 6 | | | | | | 12 |
| contact utility companies | | 3 | 3 | | | | 2 | | 8 |
| prepare rail road permit | | 3 | 12 | | | | 2 | | 17 |
| perform field topographic survey | | 3 | | | 32 | 32 | | $250 | 67 |
| draft survey data / plot utilities | | 1 | 2 | 16 | | | | | 19 |
| legal descp of road and row | | 1 | 2 | | 12 | | | | 15 |
| roadway alignment and x-sections | | 6 | 12 | 8 | | | | | 26 |
| san and storm sewer plan&details | | 1 | 12 | 32 | | | 4 | | 49 |
| watermain plan&details | | 4 | 8 | 24 | | | 4 | | 40 |
| draft preliminary plan | | 2 | 8 | 24 | | | | | 34 |
| obtain soils information | | 2 | 8 | | | 3 | | $600 | 13 |
| complete prelim of road | 2 | 3 | 8 | 8 | | | 4 | | 25 |
| complete prelim of storm sewer | | 3 | 6 | 8 | | | | | 17 |
| complete prelim of san. Sewer | | 3 | 6 | 8 | | | | | 17 |
| complete watermain | | 4 | 6 | 8 | | | 4 | | 22 |
| forward to city | | 2 | | 6 | | | 4 | | 12 |
| review plan with city | | 6 | 6 | | | | | | 12 |
| draft with city comments | | 2 | | 12 | | | | | 14 |
| detour/traffic control plan | | 1 | 4 | 8 | | | | | 13 |
| send plans to utility companies | | 2 | 2 | 4 | | | 4 | | 12 |
| bid items, estimate | | 8 | 16 | | | | 24 | | 48 |
| meet with City to review prelim design | | 16 | 6 | | | | | $900 | 22 |
| **Total Preliminary Design** | 2 | 82 | 133 | 166 | 44 | 35 | 52 | $1,750 | 514 |

**Final Design**

| | Principal | Project Mgr. | Proj. Eng. | Drafter | Surveyor | Tech. | Typist | Expenses | Total Hrs |
|---|---|---|---|---|---|---|---|---|---|
| final design, plans, specs, estimate | | 16 | 32 | 40 | | | | | 88 |
| submit final plans to City | | 8 | 6 | 6 | | | 8 | $350 | 28 |
| prepare/submit permit applications | 2 | 12 | 8 | | | | 8 | | 30 |
| | | | | | | | | | 0 |
| **Total Final Design** | 2 | 36 | 46 | 46 | 0 | 0 | 16 | $350 | 146 |

**Bidding (Includes all aspects)**

| | Principal | Project Mgr. | Proj. Eng. | Drafter | Surveyor | Tech. | Typist | Expenses | Total Hrs |
|---|---|---|---|---|---|---|---|---|---|
| | | 8 | 8 | 8 | | | 8 | $400 | 32 |
| | | | | | | | | | 0 |
| **Total Bidding** | 0 | 8 | 8 | 8 | 0 | 0 | 8 | $400 | 32 |
| **Total Design (Hours and Expenses)** | 4 | 126 | 187 | 220 | 44 | 35 | 76 | $2,500 | 692 |

# City of Muskegon
# Lakefront Development
# Construction Hours Summary

| | Principal | Project Mgr. | Proj. Eng. | Const. Observer | Surveyor | Tech. | Typist | Expenses | Total Hrs |
|---|---|---|---|---|---|---|---|---|---|
| **Construction Services** | | | | | | | | | |
| Estimate10 week construction time | | | | | | | | | |
| Construction Staking | | | | | 88 | 88 | | $1,500 | 176 |
| Construction Observation | | | | 525 | | | | $4,750 | 525 |
| Construction Administration | 4 | 90 | | | | | 40 | $120 | 134 |
| Onsite Testing | | | | | | | | $3,500 | 0 |
| Offsite Testing | | | | | | | | $1,200 | 0 |
| Record Drawings | | | | 8 | | 32 | | $500 | 40 |
| | | | | | | | | | 0 |
| **Total Construction Services** | 4 | 90 | 0 | 533 | 88 | 120 | 40 | $11,570 | 875 |

# ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY) 02/27/2001

ODUCER (734)662-4041 FAX (734)662-4065
·ofessional Concepts Ins.
950 S. State St.
uite 402
nn Arbor, MI 48104

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.

URED Fleis & Vandenbrink Engineering, Inc.
4771 50th St. SE
Grand Rapids, Mi 49512-5403

Attn: Larry Fleis

INSURERS AFFORDING COVERAGE

| | |
|---|---|
| INSURER A: | Security Insurance Company of Hartford |
| INSURER B: | St. Paul Property & Casualty Company |
| INSURER C: | St. Paul Guardian Insurance Company |
| INSURER D: | |
| INSURER E: | |

)VERAGES

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

| TYPE OF INSURANCE | POLICY NUMBER | POLICY EFFECTIVE DATE (MM/DD/YY) | POLICY EXPIRATION DATE (MM/DD/YY) | LIMITS | |
|---|---|---|---|---|---|
| GENERAL LIABILITY<br>X COMMERCIAL GENERAL LIABILITY<br>CLAIMS MADE X OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC | RP06657359 | 04/01/2000 | 04/01/2001 | EACH OCCURRENCE | $ 1,000,000 |
| | | | | FIRE DAMAGE (Any one fire) | $ 1,000,000 |
| | | | | MED EXP (Any one person) | $ 5,000 |
| | | | | PERSONAL & ADV INJURY | $ 1,000,000 |
| | | | | GENERAL AGGREGATE | $ 2,000,000 |
| | | | | PRODUCTS - COMP/OP AGG | $ 2,000,000 |
| AUTOMOBILE LIABILITY<br>X ANY AUTO<br>ALL OWNED AUTOS<br>SCHEDULED AUTOS<br>X HIRED AUTOS<br>X NON-OWNED AUTOS | RP06657359 | 04/01/2000 | 04/01/2001 | COMBINED SINGLE LIMIT (Ea accident) | $ 1,000,000 |
| | | | | BODILY INJURY (Per person) | $ |
| | | | | BODILY INJURY (Per accident) | $ |
| | | | | PROPERTY DAMAGE (Per accident) | $ |
| GARAGE LIABILITY<br>ANY AUTO | | | | AUTO ONLY - EA ACCIDENT | $ |
| | | | | OTHER THAN AUTO ONLY: EA ACC | $ |
| | | | | AGG | $ |
| EXCESS LIABILITY<br>X OCCUR CLAIMS MADE<br>DEDUCTIBLE<br>RETENTION $ | RP06657359 | 04/01/2000 | 04/01/2001 | EACH OCCURRENCE | $ 4,000,000 |
| | | | | AGGREGATE | $ 4,000,000 |
| WORKERS COMPENSATION AND EMPLOYERS' LIABILITY | WVA2427471 | 04/01/2000 | 04/01/2001 | X WC STATUTORY LIMITS / OTHER | |
| | | | | E.L. EACH ACCIDENT | $ 100,000 |
| | | | | E.L. DISEASE - EA EMPLOYEE | $ 100,000 |
| | | | | E.L. DISEASE - POLICY LIMIT | $ 500,000 |
| OTHER<br>Per Claim/Annual Aggregate Professional Liab | PL508391 | 04/01/2000 | 04/01/2001 | 2,000,000<br>2,000,000 | |

ESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS
·oject: Lakefront Development
e City of Muskegon, all elected and appointed officials, all employees and volunteers, all
ards, commissions and/or authorities and board members, including employees and
lunteers thereof are all named as Additional Insured as respects to General and non-owned
ito Liability only.

ERTIFICATE HOLDER | ADDITIONAL INSURED; INSURER LETTER:

City of Muskegon Engineering Department
Mohammed S. Al-Shatel, P.E.
933 Terrace Street
P.O. Box 536
Muskegon , MI 49443-0536

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE
Eric Moore CIC, LIC/DMB

CORD 25-S (7/97)

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY) 02/27/2001

| | |
|---|---|
| ODUCER (734)662-4041 FAX (734)662-4065<br>rofessional Concepts Ins.<br>950 S. State St.<br>uite 402<br>nn Arbor, MI 48104 | THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. |
| | INSURERS AFFORDING COVERAGE |
| SURED Fleis & Vandenbrink Engineering, Inc.<br>4771 50th St. SE<br>Grand Rapids, Mi 49512-5403<br><br>Attn: Larry Fleis | INSURER A Security Insurance Company of Hartford<br>INSURER B St. Paul Property & Casualty Company<br>INSURER C St. Paul Guardian Insurance Company<br>INSURER D:<br>INSURER E: |

OVERAGES

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| R | TYPE OF INSURANCE | POLICY NUMBER | POLICY EFFECTIVE DATE (MM/DD/YY) | POLICY EXPIRATION DATE (MM/DD/YY) | LIMITS | |
|---|---|---|---|---|---|---|
| | GENERAL LIABILITY<br>X COMMERCIAL GENERAL LIABILITY<br>CLAIMS MADE X OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC | RP06657359 | 04/01/2000 | 04/01/2001 | EACH OCCURRENCE | $ 1,000,000 |
| | | | | | FIRE DAMAGE (Any one fire) | $ 1,000,000 |
| | | | | | MED EXP (Any one person) | $ 5,000 |
| | | | | | PERSONAL & ADV INJURY | $ 1,000,000 |
| | | | | | GENERAL AGGREGATE | $ 2,000,000 |
| | | | | | PRODUCTS - COMP/OP AGG | $ 2,000,000 |
| B | AUTOMOBILE LIABILITY<br>X ANY AUTO<br>ALL OWNED AUTOS<br>SCHEDULED AUTOS<br>X HIRED AUTOS<br>X NON-OWNED AUTOS | RP06657359 | 04/01/2000 | 04/01/2001 | COMBINED SINGLE LIMIT (Ea accident) | $ 1,000,000 |
| | | | | | BODILY INJURY (Per person) | $ |
| | | | | | BODILY INJURY (Per accident) | $ |
| | | | | | PROPERTY DAMAGE (Per accident) | $ |
| | GARAGE LIABILITY<br>ANY AUTO | | | | AUTO ONLY - EA ACCIDENT | $ |
| | | | | | OTHER THAN AUTO ONLY: EA ACC | $ |
| | | | | | AGG | $ |
| | EXCESS LIABILITY<br>X OCCUR CLAIMS MADE<br>DEDUCTIBLE<br>RETENTION $ | RP06657359 | 04/01/2000 | 04/01/2001 | EACH OCCURRENCE | $ 4,000,000 |
| | | | | | AGGREGATE | $ 4,000,000 |
| C | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY | WVA2427471 | 04/01/2000 | 04/01/2001 | X WC STATU-TORY LIMITS OTH-ER | |
| | | | | | E.L. EACH ACCIDENT | $ 100,000 |
| | | | | | E.L. DISEASE - EA EMPLOYEE | $ 100,000 |
| | | | | | E.L. DISEASE - POLICY LIMIT | $ 500,000 |
| A | OTHER<br>Per Claim/Annual Aggregate Professional Liab | PL508391 | 04/01/2000 | 04/01/2001 | 2,000,000<br>2,000,000 | |

ESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

roject: Lakefront Development
he City of Muskegon, all elected and appointed officials, all employees and volunteers, all boards, commissions and/or authorities and board members, including employees and volunteers thereof are all named as Additional Insured as respects to General and non-owned auto Liability only.

| CERTIFICATE HOLDER — ADDITIONAL INSURED; INSURER LETTER: | CANCELLATION |
|---|---|
| City of Muskegon Engineering Department<br>Mohammed S. Al-Shatel, P.E.<br>933 Terrace Street<br>P.O. Box 536<br>Muskegon , MI 49443-0536 | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.<br>AUTHORIZED REPRESENTATIVE<br>Eric Moore CIC, LIC/DMB |

**Date:** **February 13, 2001**

**To:** **Honorable Mayor and City Commissioners**

**From:** **Engineering**

**RE:** **Elevator Shaft Replacement**

---

## SUMMARY OF REQUEST:

Your authorization to enter into a $23,192 contract with Kone Inc. out of Grand Rapids is requested. The contract with Kone, if approved, would be to replace the elevator shaft at City Hall. Our recommendation is based on our review of the two bids that we received on February 2, 2001.

## FINANCIAL IMPACT:

The cost of $23,192

## BUDGET ACTION REQUIRED:

Since this is an unforeseen and unexpected repair, we expect the cost of the repairs to be covered by the Contingency Fund

## STAFF RECOMMENDATION:

To approve a contract with Kone Inc.

## COMMITTEE RECOMMENDATION:

Grand Rapids Branch Office
Installation, Modernization and Service

RECEIVED
JAN 25 2001
CITY OF MUSKEGON
EASURER'S O

KONE

Elevators Escalators

KONE Inc.
5300 Clay Avenue, SW
Grand Rapids, MI 49548
Tel 616-534-3300
Fax 616-534-1181
www.us.kone.com

January 25, 2001

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

Subject: Hydraulic Cylinder replacement
State Serial #13754

KONE proposes to furnish all necessary labor, materials, tools, and supervision to perform the following work on the elevator located at the above location:

1. Hang the elevator cab.
2. Disassemble and remove the elevator piston.
3. Excavate and hoist the hydraulic cylinder from the ground.
4. Clean out the existing cylinder hole. Removal of old sand and debris from the premises.
   NOTE: should an unforeseen event, such as extreme oil contamination, drilling halted by rock or Water table difficulties occur, which would extend our time on the job beyond our Estimated work time, additional dollars will be required to cover our costs. You will be notified immediately if this situation should occur.
5. Install a new hydraulic cylinder (KONE will reuse cylinder head) which will be encased in a PVC liner to prevent future electrolysis.
6. Backfill the hole with sand. Patch the existing pit floor with new concrete.
7. Install new cylinder head packing.
8. Reconnect the oil lines.
9. Required State of Michigan tests and permits.

Our price to perform this work amounts to: **TWENTY THREE THOUSAND ONE HUNDRED NINETY TWO AND NO/100 DOLLARS ($23,192).** This price includes all applicable labor, material, tax and permit fees. The above price will remain in effect for a period of ninety (90) days from the date of this quotation, at which time will be subject to review due to uncertainties in material and labor costs. We undertake to make these suggestions in conformity with the usual applied codes and standards of the elevator industry. However, no guarantee can be made that all code violations or defects have been identified.

All work is to be performed during the regular working hours of the elevator/escalator trade (8:00am-4: 30pm, Monday through Friday). If overtime work is required, we will provide the purchaser a separate or revised quotation reflecting the difference between our regular and overtime billing rates.

**City Of Muskegon**
**City Hall**

**Elevator Hydraulic Cylinder Replacement**
**Request for Bids to Replace**

Muskegon City Hall plans to replace the existing elevator hydraulic piston on the Montgomery elevator at City Hall, 933 Terrace St.

The City is requesting detailed proposals from elevator contractors who possess the necessary experience to complete this project.

**Qualifications**

For the qualifications portion of your submittal, the following information must be submitted.

1. Specific details on prior projects which are pertinent to the requested work.
2. Identify any subcontractors and their experience.
3. All contractors must be licensed to work by the State of Michigan and registered with the City of Muskegon.

**Specifications**

1. Hang elevator cab
2. Disassemble and remove the elevator piston.
3. Excavate and hoist the hydraulic cylinder from the ground.
4. Clean out the existing cylinder hole. Removal of old sand and debris from the premises.

NOTE: Should an unforeseen event, such as extreme oil contamination, drilling halted by rock or water table difficulties occur, which would extend your time on the job beyond your estimated time. Then you will notify the City immediately before preceding any further.

5. Install a new hydraulic cylinder (reuse existing cylinder head) which will be encased in a new PVC liner to prevent future electrolysis.
6. Backfill the hole with sand. Patch the existing pit floor with new concrete.
7. Install new cylinder head packing.
8. Reconnect the oil lines.
9. Required State of Michigan tests and permits.

A pre bid meeting will held in room 203, second floor of City Hall, 933 Terrace St. Muskegon, MI on February 26, 2001 at 2:00 PM.

Questions are directed to JR Gann, Building Maintenance Supervisor for the City at 231-724-6710.

**Bid price to perform as outlined above** $ 37,700. *

* ATTACHED IS MADE PART OF THIS PROPOSAL:
1. REPAIR ORDER DATED 02-02-01 2. AMENDMENT NO. 1 3. SERVICE AGREEMENT

## CONSTRUCTION AGREEMENT

This Agreement is made on February 21, 2001, between **Kone Inc.,** of 5300 Clay Avenue, S.W., Grand Rapids, MI 49548 ("Contractor"), and the **City of Muskegon,** of 933 Terrace Street, Muskegon, MI 49440 ("City"), with reference to the following facts:

### Background

The City has solicited bids for the rehabilitation and repair of the elevator in the City Hall ("the Project"), and the Contractor has submitted a proposal that the City has determined to accept. The proposal as submitted is attached to and incorporated in this Agreement.

**Therefore, the parties agree as follows:**

1. **Obligations of Contractor.** Contractor shall construct and perform the Project in accordance with the proposal and, if applicable, the plans and specifications attached as Exhibit A (the "Proposal" or "Plans").

2. **Price.** The price for completing the project shall be Twenty-three Thousand One Hundred Ninety-two Dollars ($23,192) ("Price"). The Price may change only in the event the Contractor and the City agree to change orders, modifications or extras as defined in this Agreement. The Price shall include the cost of permits, labor and materials, cleanup and all sales taxes incurred by Contractor for materials purchased and installed.

3. **Payment of the Price.** The Price shall be paid in accordance with the following schedule ("Payment Schedule"). The price shall be due upon completion.

4. **Modifications/Extras.** No modifications to the Plans ("Modifications") or requests for additional construction ("Extras") the cost of which exceeds One Hundred Dollars ($100) shall be binding upon either party, unless the Modifications and/or Extras are set forth on a written change order that is signed by both parties ("Change Order").

5. **Commencement and Completion Date.** Contractor shall commence remodeling the Project no later than 2/26/01 ( 4 ) days from the date of this Agreement ("Commencement Date"). Contractor shall endeavor to complete the project within _______ ( 18 ) days of the Commencement Date ("Completion Date"); provided, however, that both the Commencement Date and the Completion Date may be extended as a result of circumstances beyond the control of Contractor, including, but not limited to, delays caused by suppliers or subcontractors, delays for utility hook-ups, Acts of God, labor disputes, governmental inspections, regulations, or permit processes, material back orders, City's requests for Change Orders, fire, injury or disability to Contractor, or weather.

5. **Warranties.** Contractor expressly warrants to City that the all materials and equipment used to complete the Project will be new unless otherwise specified, and that all work will be of good quality, free from faults and defects and in conformance with the Proposal and this Agreement. Following completion of the work and prior to the expiration of twelve (12)

months thereafter, upon notice from City, Contractor shall, without cost to City, remedy any defects due to faulty workmanship or materials. This provision applies to work done by subcontractors, materials supplied by suppliers, and to work done by Contractor or its agents, subcontractors or employees.

Contractor shall assign to City all warranties given by manufacturers or suppliers in connection with any and all fixtures, equipment, appliances, and personal property installed by Contractor, suppliers or subcontractors as part of the remodeling.

6. **General Conditions.** This Agreement is subject to and includes all of the General Conditions attached to this Agreement as Exhibit B.

This Agreement shall be effective as of the date set forth above.

**KONE, INC.,**

Dated: February 21, 2001

By: [signature]
Name: DANIEL L. HORVATH
Its: DZM

**CITY OF MUSKEGON**

Dated: February 22, 2001

By: [signature]
Fred J. Nielsen, Mayor

By [signature]
Gail A. Kundinger, Clerk

# EXHIBIT A
# PROPOSAL

**EXHIBIT B**
**GENERAL CONDITIONS**

1. **Payments.** Payments required by the Payment Schedule shall be made by City directly to Contractor in accordance with the payment schedule, subject to reasonable inspections by City personnel.

2. **License.** Contractor is licensed by the State of Michigan as a licensed Michigan Contractor and maintains its license in good standing. Contractor's License and ID numbers are LICENSE#2065 and ID#U362357423 -, respectively.

3. **Laws, Ordinances and Regulations.** In connection with the construction of the Project, Contractor shall meet and comply with all applicable laws, ordinances, and regulations.

4. **Diligent Pursuit.** Contractor shall diligently pursue its obligations under this Agreement. If City believes that Contractor has failed to comply with this paragraph, it shall provide Contractor not less than fifteen (15) days written notice of such non-compliance, a list of City's specific complaints, and a reasonable time within which Contractor shall cure any such reasonable complaints.

5. **Insurance.** Contractor shall maintain a policy of Contractor's insurance fully insuring the Project from the date construction commences until the date of substantial completion. City and their mortgagee may also maintain a policy of insurance upon their interest in the Project. Contractor shall also carry public liability insurance with coverage limits not less than $ 500,000 single-limit coverage, automobile liability insurance with coverage of at least $ 500,000, single limit, and worker's compensation insurance in an amount not less than the statutory minimum. Contractor shall provide City with evidence of such insurance upon request. ~~City shall be added as an insured party on the liability and auto liability insurance policies, and the endorsement shall include the requirement that no reduction in coverage or cancellation shall be made without thirty (30) days prior notice to the City.~~ KONE WILL PROVIDE A LIABILITY ENDORSEMENT AND THE ENDORSEMENT SHALL INCLUDE THE REQUIREMENT THAT NO REDUCTION IN COVERAGE OR CANCELLATION SHALL BE MADE DURING THE DURATION OF THE PROJECT. DZ94

6. **Discrimination**. Contractor agrees that it has read and is familiar with the City's rules regarding discrimination in employment and dealing with vendors and vendees, and as a continuing condition of this Agreement, Contractor shall fully comply with the said rules, including all local, state and federal rules, regulations or statutes applicable to the City and its contractors.

7. **Miscellaneous.**

a. Applicable Law. This Agreement is executed in, shall be governed by, and construed and interpreted in accordance with, the laws of the State of Michigan.

b. Entire Agreement. This writing shall constitute the entire Agreement, and shall supersede any other Agreements, written or oral, that may have been made or entered into by the parties with respect to the subject matter hereof and shall not be modified or amended, except in a subsequent writing signed by the party against whom enforcement thereof is sought.

c. Binding Effect. This Agreement shall be binding upon, inure to the benefit of, and be enforceable by the parties and their respective legal representatives, successors, and assigns.

d. Full Execution. This Agreement requires the signature of both parties. Until fully executed on a single copy or in counterparts, this Agreement is of no binding force or effect, and if not fully executed, this Agreement is void.

e. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original as against any party whose signature appears thereon, and all of which together shall constitute one and the same instrument. This Agreement shall become binding upon the parties when one or more counterparts, individually or taken together, shall bear the signatures of all parties.

f. Non-Waiver. No waiver by any party of any provision of this Agreement shall constitute a waiver by such party of such provision on any other occasion or a waiver by such party of any other provision of the Agreement.

g. Severability. Should any one or more of the provisions of this Agreement be determined to be invalid, unlawful, or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions shall not in any way be impaired or affected.

h. Assignment or Delegation. Neither Contractor nor City may assign all or any part of this Agreement; provided, however, that Contractor may delegate all or any part of its obligations to perform the services under this Agreement, to any persons or entities that Contractor, in its sole discretion, deems appropriate, including subcontractors. Such delegation shall be at the sole expense of Contractor unless otherwise provided.

i. Notices. All required or permitted written notices shall be deemed effective and duly given when: (i) personally delivered; (ii) sent by fax; (iii) one day after depositing in the custody of a nationally recognized receipted overnight delivery service; or, (iv) two (2) days after posting in the U.S. first class, registered or certified mail, postage prepaid, to the recipient party at the address as set forth at the outset of this Agreement, or to such other address as the recipient party shall have furnished to the sender in accordance with the requirements for the giving of notice.

**KONE, INC.**

Dated: 2/21/, 2001

By: [signature]
Name: DANIEL L. HORVATH
Its: DOSA

**CITY OF MUSKEGON**

Dated: February 22, 2001

By: [signature]
Fred J. Nielsen, Mayor

By [signature]
Gail A. Kundinger, Clerk

G:\COMMON\5\GTJ\C-CONTR\CITY SMALL CONSTRUCTION K KONE ELEV..DOC

Date: February 13, 2001

To: Honorable Mayor and City Commissioners

From: Engineering

RE: Consideration of Bids
RR Removal

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## SUMMARY OF REQUEST:

The contract to remove the abandoned RR tracks on Park, Southern, Seventh, Forest and Grand be awarded to Link Contractors out of Twin Lake. Link Contractors were the lowest, see attached bid tabulation, responsible bidder with a bid price of $128,306.36.

## FINANCIAL IMPACT:

The construction cost of $128,306.36 plus related engineering expenses. Under an agreement with MDOT, the state will pay the City $4,000 for each track (we have 15 tracks).

## BUDGET ACTION REQUIRED:

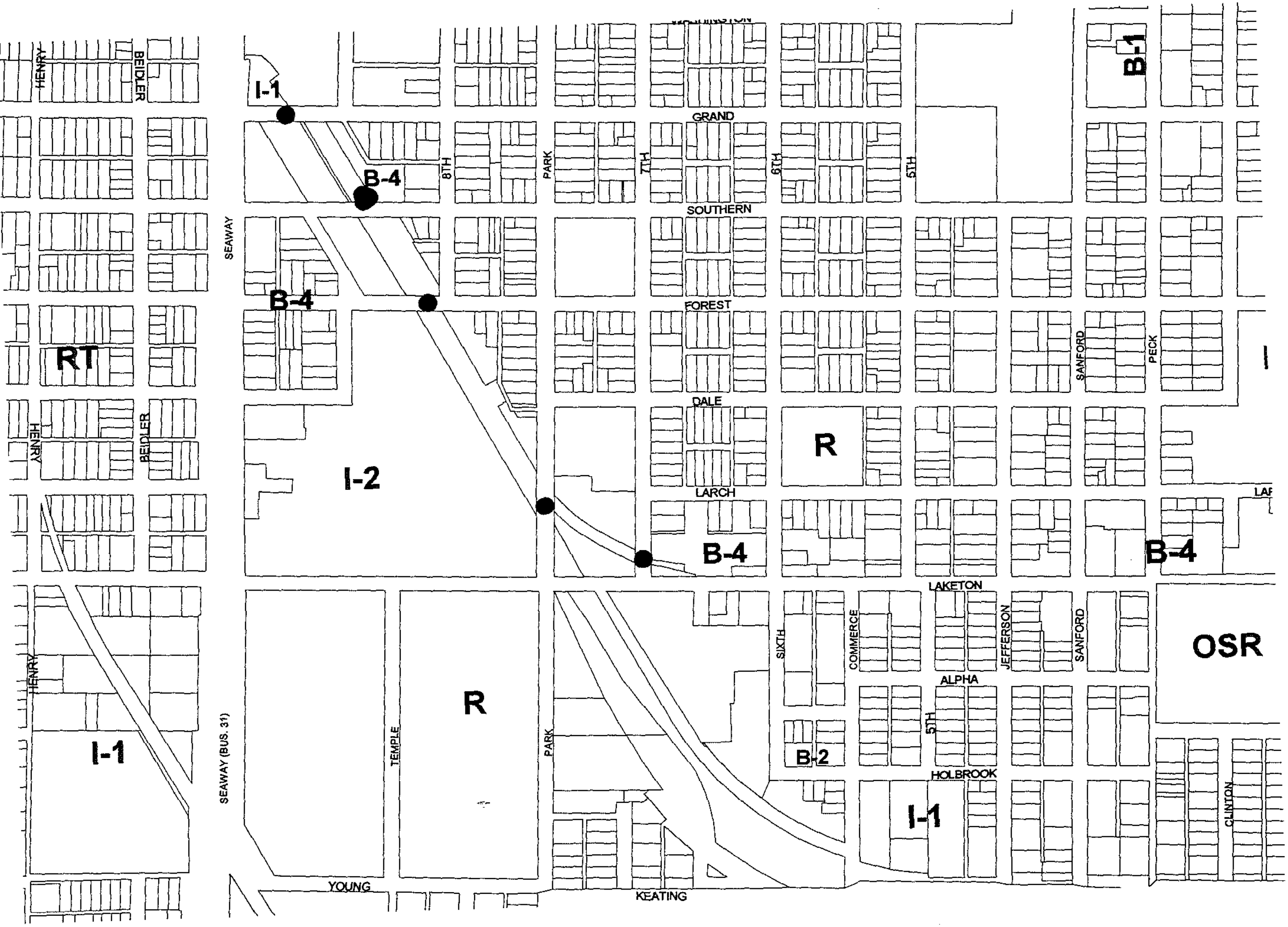
Amend the 2001 CIP for Major & Local Street Funds to include the removal of the tracks. The following changes are requested:

- Add $41,000 RR Removal into the Major Street
- Add $41,000 RR Removal into the Local Street
- Transfer $41,000 from the Major street Fund into the Local Street Fund to pay for the removal on Forest, Grand & Seventh.

## STAFF RECOMMENDATION:

Award the contract to Link Contractors.

## COMMITTEE RECOMMENDATION:



B-1
I-1
GRAND
8TH
PARK
7TH
6TH
5TH
B-4
SOUTHERN
SEAWAY
FOREST
RT
SANFORD
PECK
DALE
R
HENRY
BEIDLER
I-2
LARCH
LAKETON
OSR
SIXTH
COMMERCE
JEFFERSON
ALPHA
B-2
HOLBROOK
CLINTON
TEMPLE
SEAWAY (BUS. 31)
YOUNG
KEATING

## RAILROAD REMOVAL
## H-1503 & H-1504
## CONTRACTOR'S BID TABULATION SUMMARY

| | ENGINEER'S ESTIMATE | K & R | JACKSON-MERKEY | NOBLES INC | DIVERSIFIED CONTRACTORS | GRANT TOWER | LAKESIDE CONSTRUCTION | FELCO | DIVERSCO | LINK | C & D HUGHES |
|---|---|---|---|---|---|---|---|---|---|---|---|
| PARK STREET | $52,892.00 | $87,470.00 | $45,382.50 | $58,440.74 | $54,495.01 | $66,230.50 | $56,320.00 | $45,576.00 | $66,912.70 | $39,094.44 | $53,127.00 |
| SOUTHERN AVENUE | $39,791.50 | $57,980.50 | $38,550.10 | $51,834.31 | $41,462.20 | $44,200.00 | $41,958.50 | $35,975.30 | $47,284.75 | $29,587.26 | $37,582.30 |
| SEVENTH STREET | $10,125.00 | $15,569.50 | $10,084.55 | $12,225.95 | $12,040.00 | $12,002.00 | $11,078.00 | $13,087.50 | $16,866.00 | $13,765.44 | $11,665.70 |
| FOREST & EIGHTH | $34,974.00 | $55,826.00 | $37,369.80 | $47,733.00 | $36,567.50 | $39,612.00 | $36,807.00 | $33,984.00 | $44,278.25 | $26,958.50 | $33,932.50 |
| GRAND AVENUE | $23,892.00 | $38,506.00 | $27,124.90 | $31,891.74 | $26,521.00 | $27,217.00 | $28,020.00 | $23,042.00 | $31,772.00 | $18,900.72 | $27,835.20 |
| GRAND TOTAL | $161,674.50 | $255,352.00 | $158,511.85 | $202,125.74 | $171,085.71 | $189,261.50 | $174,183.50 | $151,664.80 | $207,113.70 | $128,306.36 | $164,142.70 |

## RAIL ROAD REMOVAL
## PARK STREET
ENGINEER'S ESTIMATE NOVEMBER 27, 2000

| | | | | ENGINEER'S ESTIMATE | | K & R | | JACKSON-MERKEY | | NOBLES INC | | DIVERSIFIED CONTRACTORS | | GRANT TOWER | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | DESCRIPTION | QUANTITY | UNIT | PRICE | PRICE | PRICE | TOTAL PRICE | PRICE | TOTAL PRICE | PRICE | TOTAL PRICE | PRICE | TOTAL PRICE | PRICE | TOTAL PRICE |
| 1 | ADJUST MANHOLE CASTINGS | 3 | EACH | $500.00 | $1,500.00 | $300.00 | $900.00 | $410.00 | $1,230.00 | $1,180.00 | $3,540.00 | $225.00 | $675.00 | $750.00 | $2,250.00 |
| 2 | AGG. BASE COURSE 22A @ 8" CIP | 40 | SQ.YD. | $10.00 | $400.00 | $10.00 | $400.00 | $12.00 | $480.00 | $14.16 | $566.40 | $20.00 | $800.00 | $10.00 | $400.00 |
| 3 | BIT. TOP MIX #4C @ 165#/S.Y. | 155 | TON | $50.00 | $7,750.00 | $58.00 | $8,990.00 | $63.00 | $9,765.00 | $68.44 | $10,608.20 | $58.00 | $8,990.00 | $71.00 | $11,005.00 |
| 4 | COLD MILLING BITUMINUS 0" TO 1" | 3.74 | STA. | $500.00 | $1,870.00 | $900.00 | $3,366.00 | $540.00 | $2,019.60 | $1,038.40 | $3,883.62 | $1,336.90 | $5,000.01 | $1,060.00 | $3,964.40 |
| 5 | CONCRETE BASE COURSE 8" | 410 | SQ.YD. | $30.00 | $12,300.00 | $50.00 | $20,500.00 | $33.00 | $13,530.00 | $53.69 | $22,012.90 | $32.00 | $13,120.00 | $58.00 | $23,780.00 |
| 6 | CONCRETE SIDEWALK 4" | 840 | SQ.FT. | $2.00 | $1,680.00 | $2.50 | $2,100.00 | $2.15 | $1,806.00 | $3.19 | $2,679.60 | $2.00 | $1,680.00 | $4.00 | $3,360.00 |
| 7 | PAVEMENT PREPARATORY WORK | 3.74 | STA. | $300.00 | $1,122.00 | $600.00 | $2,244.00 | $310.00 | $1,159.40 | $708.00 | $2,647.92 | $1,000.00 | $3,740.00 | $765.00 | $2,861.10 |
| 8 | PREPARED SOIL & SEED CLASS A | 300 | SQ.YD. | $5.00 | $1,500.00 | $4.00 | $1,200.00 | $3.75 | $1,125.00 | $3.54 | $1,062.00 | $6.50 | $1,950.00 | $5.50 | $1,650.00 |
| 9 | REMOVING CONCRETE SIDEWALK | 770 | SQ.FT. | $1.00 | $770.00 | $1.00 | $770.00 | $1.25 | $962.50 | $1.18 | $908.60 | $2.00 | $1,540.00 | $0.50 | $385.00 |
| 10 | REMOVING RAIL ROAD CROSSING | 6 | EACH | $3,500.00 | $21,000.00 | $7,500.00 | $45,000.00 | $1,790.00 | $10,740.00 | $1,416.00 | $8,496.00 | $2,500.00 | $15,000.00 | $2,200.00 | $13,200.00 |
| 11 | TRAFFIC CONTROL | 1 | LUMP | $3,000.00 | $3,000.00 | $2,000.00 | $2,000.00 | $2,565.00 | $2,565.00 | $2,035.50 | $2,035.50 | $2,000.00 | $2,000.00 | $3,375.00 | $3,375.00 |
| | SUBTOTAL | | | | $52,892.00 | | $87,470.00 | | $45,382.50 | | $58,440.74 | | $54,495.01 | | $66,230.50 |

## RAIL ROAD REMOVAL
## PARK STREET
ENGINEER'S ESTIMATE NOVEMBER 27, 2000

| | | | | ENGINEER'S ESTIMATE | | LAKESIDE CONSTRUCTION | | FELCO | | DIVERSCO | | LINK | | C & D HUGHES | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | DESCRIPTION | QUANTITY | UNIT | PRICE | PRICE | PRICE | TOTAL PRICE | PRICE | TOTAL PRICE | PRICE | TOTAL PRICE | PRICE | TOTAL PRICE | PRICE | TOTAL PRICE |
| 1 | ADJUST MANHOLE CASTINGS | 3 | EACH | $500.00 | $1,500.00 | $350.00 | $1,050.00 | $500.00 | $1,500.00 | $375.00 | $1,125.00 | $300.00 | $900.00 | $400.00 | $1,200.00 |
| 2 | AGG. BASE COURSE 22A @ 8" CIP | 40 | SQ.YD. | $10.00 | $400.00 | $10.00 | $400.00 | $9.00 | $360.00 | $10.00 | $400.00 | $8.64 | $345.60 | $10.00 | $400.00 |
| 3 | BIT. TOP MIX #4C @ 165#/S.Y. | 155 | TON | $50.00 | $7,750.00 | $75.00 | $11,625.00 | $60.00 | $9,300.00 | $58.00 | $8,990.00 | $69.60 | $10,788.00 | $58.00 | $8,990.00 |
| 4 | COLD MILLING BITUMINUS 0" TO 1" | 3.74 | STA. | $500.00 | $1,870.00 | $1,000.00 | $3,740.00 | $900.00 | $3,366.00 | $880.00 | $3,291.20 | $1,056.00 | $3,949.44 | $1,500.00 | $5,610.00 |
| 5 | CONCRETE BASE COURSE 8" | 410 | SQ.YD. | $30.00 | $12,300.00 | $48.00 | $19,680.00 | $32.80 | $13,448.00 | $60.00 | $24,600.00 | $28.62 | $11,734.20 | $31.40 | $12,874.00 |
| 6 | CONCRETE SIDEWALK 4" | 840 | SQ.FT. | $2.00 | $1,680.00 | $3.50 | $2,940.00 | $2.70 | $2,268.00 | $2.25 | $1,890.00 | $2.10 | $1,764.00 | $1.95 | $1,638.00 |
| 7 | PAVEMENT PREPARATORY WORK | 3.74 | STA. | $300.00 | $1,122.00 | $250.00 | $935.00 | $600.00 | $2,244.00 | $600.00 | $2,244.00 | $720.00 | $2,692.80 | $500.00 | $1,870.00 |
| 8 | PREPARED SOIL & SEED CLASS A | 300 | SQ.YD. | $5.00 | $1,500.00 | $8.00 | $2,400.00 | $5.50 | $1,650.00 | $2.75 | $825.00 | $2.22 | $666.00 | $10.00 | $3,000.00 |
| 9 | REMOVING CONCRETE SIDEWALK | 770 | SQ.FT. | $1.00 | $770.00 | $5.00 | $3,850.00 | $2.00 | $1,540.00 | $1.75 | $1,347.50 | $0.72 | $554.40 | $1.00 | $770.00 |
| 10 | REMOVING RAIL ROAD CROSSING | 6 | EACH | $3,500.00 | $21,000.00 | $1,200.00 | $7,200.00 | $1,500.00 | $9,000.00 | $3,200.00 | $19,200.00 | $600.00 | $3,600.00 | $2,500.00 | $15,000.00 |
| 11 | TRAFFIC CONTROL | 1 | LUMP | $3,000.00 | $3,000.00 | $2,500.00 | $2,500.00 | $900.00 | $900.00 | $3,000.00 | $3,000.00 | $2,100.00 | $2,100.00 | $1,775.00 | $1,775.00 |
| | SUBTOTAL | | | | $52,892.00 | | $56,320.00 | | $45,576.00 | | $66,912.70 | | $39,094.44 | | $53,127.00 |

## RAIL ROAD REMOVAL
## SOUTHERN AVENUE

ENGINEER'S ESTIMATE DECEMBER 01, 2000

| | | | | ENGINEER'S ESTIMATE | | K & R | | JACKSON-MERKEY | | NOBLES INC | | DIVERSIFIED | | GRANT TOWER | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | DESCRIPTION | QUANTITY | UNIT | PRICE | PRICE | PRICE | TOTAL PRICE | PRICE | TOTAL PRICE | PRICE | TOTAL PRICE | PRICE | TOTAL PRICE | PRICE | TOTAL PRICE |
| 1 | ADJUST CATCH BASIN CASTING | 2 | EACH | $300.00 | $600.00 | $300.00 | $600.00 | $335.00 | $670.00 | $1,180.00 | $2,360.00 | $350.00 | $700.00 | $750.00 | $1,500.00 |
| 2 | AGG. BASE COURSE 22A AS NEEDED | 1 | TON | $15.00 | $15.00 | $20.00 | $20.00 | $35.00 | $35.00 | $29.50 | $29.50 | $125.00 | $125.00 | $25.00 | $25.00 |
| 3 | AGG. BASE COURSE 22A @ 8" CIP | 355 | SQ.YD. | $8.00 | $2,840.00 | $10.00 | $3,550.00 | $8.50 | $3,017.50 | $11.80 | $4,189.00 | $11.84 | $4,203.20 | $10.00 | $3,550.00 |
| 4 | BIT. LEVELING MIX #3B @ 165#/S.Y. | 32 | TON | $50.00 | $1,600.00 | $94.00 | $3,008.00 | $103.00 | $3,296.00 | $110.92 | $3,549.44 | $94.00 | $3,008.00 | $114.00 | $3,648.00 |
| 5 | BIT. TOP MIX #4C @ 165#/S.Y. | 32 | TON | $60.00 | $1,920.00 | $110.00 | $3,520.00 | $121.00 | $3,872.00 | $129.80 | $4,153.60 | $110.00 | $3,520.00 | $133.00 | $4,256.00 |
| 6 | CATCH BASIN CASTING E.J.#5105 OR EQ | 1 | EACH | $400.00 | $400.00 | $400.00 | $400.00 | $545.00 | $545.00 | $944.00 | $944.00 | $500.00 | $500.00 | $625.00 | $625.00 |
| 7 | CATCH BASIN CASTING E.J.#7045 OR EQ | 1 | EACH | $450.00 | $450.00 | $500.00 | $500.00 | $545.00 | $545.00 | $944.00 | $944.00 | $500.00 | $500.00 | $665.00 | $665.00 |
| 8 | CONCRETE CURB & GUTTER F-4 MOD. | 234 | LIN.FT. | $12.00 | $2,808.00 | $15.00 | $3,510.00 | $14.75 | $3,451.50 | $17.11 | $4,003.74 | $14.00 | $3,276.00 | $18.00 | $4,212.00 |
| 9 | CONCRETE DRIVE APPROACH 8" STD | 69 | SQ.YD. | $26.00 | $1,794.00 | $35.00 | $2,415.00 | $28.75 | $1,983.75 | $42.48 | $2,931.12 | $28.00 | $1,932.00 | $45.00 | $3,105.00 |
| 10 | CONCRETE SIDEWALK 4" | 895 | SQ.FT. | $2.50 | $2,237.50 | $2.50 | $2,237.50 | $2.05 | $1,834.75 | $3.19 | $2,855.05 | $2.00 | $1,790.00 | $4.00 | $3,580.00 |
| 11 | CONCRETE SIDEWALK 6" | 368 | SQ.FT. | $3.50 | $1,288.00 | $3.75 | $1,380.00 | $2.95 | $1,085.60 | $4.37 | $1,608.16 | $3.00 | $1,104.00 | $5.00 | $1,840.00 |
| 12 | MACHINE GRADING MODIFIED | 117 | LIN. FT. | $12.00 | $1,404.00 | $50.00 | $5,850.00 | $15.50 | $1,813.50 | $35.40 | $4,141.80 | $12.00 | $1,404.00 | $22.00 | $2,574.00 |
| 13 | PREPARED SOIL & SEED CLASS A | 400 | SQ.YD. | $5.00 | $2,000.00 | $4.00 | $1,600.00 | $3.75 | $1,500.00 | $3.54 | $1,416.00 | $6.50 | $2,600.00 | $5.50 | $2,200.00 |
| 14 | REMOVING CONCRETE SIDEWALK | 800 | SQ.FT. | $1.00 | $800.00 | $1.00 | $800.00 | $1.25 | $1,000.00 | $1.18 | $944.00 | $2.00 | $1,600.00 | $0.50 | $400.00 |
| 15 | REMOVING CONC. DRIVE APPROACH | 99 | SQ.YD. | $15.00 | $1,485.00 | $10.00 | $990.00 | $12.00 | $1,188.00 | $23.60 | $2,336.40 | $20.00 | $1,980.00 | $5.00 | $495.00 |
| 16 | REMOVING PAVEMENT W/CURB ( BIT. OV | 310 | SQ.YD. | $15.00 | $4,650.00 | $10.00 | $3,100.00 | $11.75 | $3,642.50 | $29.50 | $9,145.00 | $12.00 | $3,720.00 | $5.00 | $1,550.00 |
| 17 | REMOVING RAIL ROAD CROSSING | 3 | EACH | $3,500.00 | $10,500.00 | $7,500.00 | $22,500.00 | $2,035.00 | $6,105.00 | $1,416.00 | $4,248.00 | $2,500.00 | $7,500.00 | $2,200.00 | $6,600.00 |
| 18 | TRAFFIC CONTROL | 1 | LUMP | $3,000.00 | $3,000.00 | $2,000.00 | $2,000.00 | $2,965.00 | $2,965.00 | $2,035.50 | $2,035.50 | $2,000.00 | $2,000.00 | $3,375.00 | $3,375.00 |
| | | | | | | | | | | | | | | | |
| | SUBTOTAL | | | | $39,791.50 | | $57,980.50 | | $38,550.10 | | $51,834.31 | | $41,462.20 | | $44,200.00 |

## RAIL ROAD REMOVAL
## SOUTHERN AVENUE

ENGINEER'S ESTIMATE DECEMBER 01, 2000

| | | | | ENGINEER'S ESTIMATE | | LAKESIDE CONSTRUCTION | | FELCO | | DIVERSCO | | LINK | | C & D HUGHES | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | DESCRIPTION | QUANTITY | UNIT | PRICE | PRICE | PRICE | TOTAL PRICE | PRICE | TOTAL PRICE | PRICE | TOTAL PRICE | PRICE | TOTAL PRICE | PRICE | TOTAL PRICE |
| 1 | ADJUST CATCH BASIN CASTING | 2 | EACH | $300.00 | $600.00 | $350.00 | $700.00 | $400.00 | $800.00 | $375.00 | $750.00 | $300.00 | $600.00 | $400.00 | $800.00 |
| 2 | AGG. BASE COURSE 22A AS NEEDED | 1 | TON | $15.00 | $15.00 | $75.00 | $75.00 | $45.00 | $45.00 | $40.00 | $40.00 | $60.00 | $60.00 | $50.00 | $50.00 |
| 3 | AGG. BASE COURSE 22A @ 8" CIP | 355 | SQ.YD. | $8.00 | $2,840.00 | $10.00 | $3,550.00 | $7.00 | $2,485.00 | $10.00 | $3,550.00 | $8.64 | $3,067.20 | $6.00 | $2,130.00 |
| 4 | BIT. LEVELING MIX #3B @ 165#/S.Y. | 32 | TON | $50.00 | $1,600.00 | $94.00 | $3,008.00 | $100.00 | $3,200.00 | $94.00 | $3,008.00 | $112.80 | $3,609.60 | $94.00 | $3,008.00 |
| 5 | BIT. TOP MIX #4C @ 165#/S.Y. | 32 | TON | $60.00 | $1,920.00 | $110.00 | $3,520.00 | $125.00 | $4,000.00 | $110.00 | $3,520.00 | $132.00 | $4,224.00 | $110.00 | $3,520.00 |
| 6 | CATCH BASIN CASTING E.J.#5105 OR EQ | 1 | EACH | $400.00 | $400.00 | $450.00 | $450.00 | $500.00 | $500.00 | $700.00 | $700.00 | $410.40 | $410.40 | $600.00 | $600.00 |
| 7 | CATCH BASIN CASTING E.J.#7045 OR EQ | 1 | EACH | $450.00 | $450.00 | $450.00 | $450.00 | $500.00 | $500.00 | $785.00 | $785.00 | $464.40 | $464.40 | $600.00 | $600.00 |
| 8 | CONCRETE CURB & GUTTER F-4 MOD. | 234 | LIN.FT. | $12.00 | $2,808.00 | $13.00 | $3,042.00 | $14.50 | $3,393.00 | $22.00 | $5,148.00 | $21.60 | $5,054.40 | $13.40 | $3,135.60 |
| 9 | CONCRETE DRIVE APPROACH 8" STD | 69 | SQ.YD. | $26.00 | $1,794.00 | $24.00 | $1,656.00 | $28.00 | $1,932.00 | $45.00 | $3,105.00 | $2.64 | $182.16 | $26.15 | $1,804.35 |
| 10 | CONCRETE SIDEWALK 4" | 895 | SQ.FT. | $2.50 | $2,237.50 | $3.50 | $3,132.50 | $2.40 | $2,148.00 | $2.25 | $2,013.75 | $2.10 | $1,879.50 | $1.85 | $1,655.75 |
| 11 | CONCRETE SIDEWALK 6" | 368 | SQ.FT. | $3.50 | $1,288.00 | $4.50 | $1,656.00 | $3.10 | $1,140.80 | $3.00 | $1,104.00 | $2.64 | $971.52 | $2.70 | $993.60 |
| 12 | MACHINE GRADING MODIFIED | 117 | LIN. FT. | $12.00 | $1,404.00 | $25.00 | $2,925.00 | $8.50 | $994.50 | $26.00 | $3,042.00 | $2.40 | $280.80 | $10.00 | $1,170.00 |
| 13 | PREPARED SOIL & SEED CLASS A | 400 | SQ.YD. | $5.00 | $2,000.00 | $8.00 | $3,200.00 | $5.00 | $2,000.00 | $2.75 | $1,100.00 | $2.22 | $888.00 | $10.00 | $4,000.00 |
| 14 | REMOVING CONCRETE SIDEWALK | 800 | SQ.FT. | $1.00 | $800.00 | $6.00 | $4,800.00 | $2.10 | $1,680.00 | $1.75 | $1,400.00 | $0.72 | $576.00 | $1.00 | $800.00 |
| 15 | REMOVING CONC. DRIVE APPROACH | 99 | SQ.YD. | $15.00 | $1,485.00 | $6.00 | $594.00 | $8.00 | $792.00 | $11.00 | $1,089.00 | $0.72 | $71.28 | $10.00 | $990.00 |
| 16 | REMOVING PAVEMENT W/CURB ( BIT. OV | 310 | SQ.YD. | $15.00 | $4,650.00 | $10.00 | $3,100.00 | $11.50 | $3,565.00 | $13.00 | $4,030.00 | $10.80 | $3,348.00 | $10.00 | $3,100.00 |
| 17 | REMOVING RAIL ROAD CROSSING | 3 | EACH | $3,500.00 | $10,500.00 | $1,200.00 | $3,600.00 | $2,000.00 | $6,000.00 | $3,300.00 | $9,900.00 | $600.00 | $1,800.00 | $2,500.00 | $7,500.00 |
| 18 | TRAFFIC CONTROL | 1 | LUMP | $3,000.00 | $3,000.00 | $2,500.00 | $2,500.00 | $800.00 | $800.00 | $3,000.00 | $3,000.00 | $2,100.00 | $2,100.00 | $1,725.00 | $1,725.00 |
| | | | | | | | | | | | | | | | |
| | SUBTOTAL | | | | $39,791.50 | | $41,958.50 | | $35,975.30 | | $47,284.75 | | $29,587.26 | | $37,582.30 |

## RAIL ROAD REMOVAL
## SEVENTH STREET NORTH OF LAKETON
ENGINEER'S ESTIMATE JUNE 30, 2000

| | | | | ENGINEER'S ESTIMATE | | K & R | | JACKSON-MERKEY | | NOBLES INC | | DIVERSIFIED | | GRANT TOWER | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | DESCRIPTION | QUANTITY | UNIT | PRICE | TOTAL PRICE | PRICE | TOTAL PRICE | PRICE | TOTAL PRICE | PRICE | TOTAL PRICE | PRICE | TOTAL PRICE | PRICE | TOTAL PRICE |
| 1 | AGG. BASE COURSE 22A AS NEEDED | 3 | TON | $15.00 | $45.00 | $20.00 | $60.00 | $35.00 | $105.00 | $29.50 | $88.50 | $50.00 | $150.00 | $25.00 | $75.00 |
| 2 | CONCRETE CURB STD. 6"x 12" | 55 | LIN. FT. | $8.00 | $440.00 | $15.00 | $825.00 | $11.25 | $618.75 | $19.47 | $1,070.85 | $12.00 | $660.00 | $22.00 | $1,210.00 |
| 3 | CONCRETE DRIVE APP. STD. 6" | 28 | SQ.YD. | $28.00 | $784.00 | $35.00 | $980.00 | $30.35 | $849.80 | $42.48 | $1,189.44 | $30.00 | $840.00 | $43.00 | $1,204.00 |
| 4 | CONCRETE PAVEMWNT 6" W/6"CURB | 105 | SQ.YD. | $30.00 | $3,150.00 | $40.00 | $4,200.00 | $46.00 | $4,830.00 | $47.20 | $4,956.00 | $45.00 | $4,725.00 | $48.00 | $5,040.00 |
| 5 | CONCRETE SIDEWALK 4" | 70 | SQ.FT. | $2.00 | $140.00 | $2.50 | $175.00 | $3.10 | $217.00 | $4.37 | $305.90 | $3.00 | $210.00 | $5.00 | $350.00 |
| 6 | CONCRETE SIDEWALK 6" | 70 | SQ.FT. | $3.00 | $210.00 | $3.75 | $262.50 | $3.60 | $252.00 | $5.55 | $388.50 | $3.50 | $245.00 | $6.00 | $420.00 |
| 7 | PREPARED SOIL & SEED CLASS A | 50 | SQ.YD. | $5.00 | $250.00 | $4.00 | $200.00 | $4.00 | $200.00 | $3.54 | $177.00 | $6.50 | $325.00 | $5.50 | $275.00 |
| 8 | REMOVING BIT. SURFACE | 22 | SQ.YD. | $10.00 | $220.00 | $5.00 | $110.00 | $13.00 | $286.00 | $11.80 | $259.60 | $20.00 | $440.00 | $3.00 | $66.00 |
| 9 | REMOVING CONCRETE DRIVE APP. | 3 | SQ.YD. | $18.00 | $54.00 | $10.00 | $30.00 | $20.00 | $60.00 | $23.60 | $70.80 | $50.00 | $150.00 | $5.00 | $15.00 |
| 10 | REMOVING CONCRETE CURB | 55 | LIN.FT. | $6.00 | $330.00 | $10.00 | $550.00 | $7.50 | $412.50 | $5.90 | $324.50 | $10.00 | $550.00 | $5.00 | $275.00 |
| 11 | REMOVING CONCRETE SIDEWALK | 27 | SQ.FT. | $1.00 | $27.00 | $1.00 | $27.00 | $4.00 | $108.00 | $1.18 | $31.86 | $10.00 | $270.00 | $1.00 | $27.00 |
| 12 | REMOVING CONCRETE PAVEMENT W/CU | 65 | SQ.YD. | $15.00 | $975.00 | $10.00 | $650.00 | $23.50 | $1,527.50 | $11.80 | $767.00 | $15.00 | $975.00 | $13.00 | $845.00 |
| 13 | REMOVING RAIL ROAD CROSSING | 1 | EACH | $3,500.00 | $3,500.00 | $7,500.00 | $7,500.00 | $618.00 | $618.00 | $2,596.00 | $2,596.00 | $2,500.00 | $2,500.00 | $2,200.00 | $2,200.00 |
| | SUBTOTAL | | | | $10,125.00 | | $15,569.50 | | $10,084.55 | | $12,225.95 | | $12,040.00 | | $12,002.00 |

## RAIL ROAD REMOVAL
## SEVENTH STREET NORTH OF LAKETON
ENGINEER'S ESTIMATE JUNE 30, 2000

| | | | | ENGINEER'S ESTIMATE | | LAKESIDE CONSTRUCTION | | FELCO | | DIVERSCO | | LINK | | C & D HUGHES | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | DESCRIPTION | QUANTITY | UNIT | PRICE | TOTAL PRICE | PRICE | TOTAL PRICE | PRICE | TOTAL PRICE | PRICE | TOTAL PRICE | PRICE | TOTAL PRICE | PRICE | TOTAL PRICE |
| 1 | AGG. BASE COURSE 22A AS NEEDED | 3 | TON | $15.00 | $45.00 | $50.00 | $150.00 | $45.00 | $135.00 | $40.00 | $120.00 | $60.00 | $180.00 | $50.00 | $150.00 |
| 2 | CONCRETE CURB STD. 6"x 12" | 55 | LIN. FT. | $8.00 | $440.00 | $13.00 | $715.00 | $15.00 | $825.00 | $26.00 | $1,430.00 | $21.60 | $1,188.00 | $10.20 | $561.00 |
| 3 | CONCRETE DRIVE APP. STD. 6" | 28 | SQ.YD. | $28.00 | $784.00 | $32.00 | $896.00 | $31.00 | $868.00 | $45.00 | $1,260.00 | $74.40 | $2,083.20 | $27.65 | $774.20 |
| 4 | CONCRETE PAVEMWNT 6" W/6"CURB | 105 | SQ.YD. | $30.00 | $3,150.00 | $42.00 | $4,410.00 | $44.00 | $4,620.00 | $72.00 | $7,560.00 | $78.00 | $8,190.00 | $42.00 | $4,410.00 |
| 5 | CONCRETE SIDEWALK 4" | 70 | SQ.FT. | $2.00 | $140.00 | $3.50 | $245.00 | $4.10 | $287.00 | $3.00 | $210.00 | $2.10 | $147.00 | $2.80 | $196.00 |
| 6 | CONCRETE SIDEWALK 6" | 70 | SQ.FT. | $3.00 | $210.00 | $4.50 | $315.00 | $5.00 | $350.00 | $4.00 | $280.00 | $2.64 | $184.80 | $3.25 | $227.50 |
| 7 | PREPARED SOIL & SEED CLASS A | 50 | SQ.YD. | $5.00 | $250.00 | $8.00 | $400.00 | $4.00 | $200.00 | $3.00 | $150.00 | $2.22 | $111.00 | $10.00 | $500.00 |
| 8 | REMOVING BIT. SURFACE | 22 | SQ.YD. | $10.00 | $220.00 | $15.00 | $330.00 | $10.00 | $220.00 | $8.00 | $176.00 | $6.48 | $142.56 | $10.00 | $220.00 |
| 9 | REMOVING CONCRETE DRIVE APP. | 3 | SQ.YD. | $18.00 | $54.00 | $50.00 | $150.00 | $50.00 | $150.00 | $8.00 | $24.00 | $6.48 | $19.44 | $50.00 | $150.00 |
| 10 | REMOVING CONCRETE CURB | 55 | LIN.FT. | $6.00 | $330.00 | $6.00 | $330.00 | $10.00 | $550.00 | $10.00 | $550.00 | $3.60 | $198.00 | $10.00 | $550.00 |
| 11 | REMOVING CONCRETE SIDEWALK | 27 | SQ.FT. | $1.00 | $27.00 | $6.00 | $162.00 | $5.00 | $135.00 | $3.00 | $81.00 | $0.72 | $19.44 | $1.00 | $27.00 |
| 12 | REMOVING CONCRETE PAVEMENT W/CU | 65 | SQ.YD. | $15.00 | $975.00 | $15.00 | $975.00 | $11.50 | $747.50 | $15.00 | $975.00 | $10.80 | $702.00 | $10.00 | $650.00 |
| 13 | REMOVING RAIL ROAD CROSSING | 1 | EACH | $3,500.00 | $3,500.00 | $2,000.00 | $2,000.00 | $4,000.00 | $4,000.00 | $4,050.00 | $4,050.00 | $600.00 | $600.00 | $3,250.00 | $3,250.00 |
| | SUBTOTAL | | | | $10,125.00 | | $11,078.00 | | $13,087.50 | | $16,866.00 | | $13,765.44 | | $11,665.70 |

## RAIL ROAD REMOVAL
## FOREST & EIGHTH

ENGINEER'S ESTIMATE DECEMBER 01, 2000

| | | | | ENGINEER'S ESTIMATE | | K & R | | JACKSON-MERKEY | | NOBLES INC | | DIVERSIFIED | | GRANT TOWER | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | DESCRIPTION | QUANTITY | UNIT | PRICE | PRICE | PRICE | TOTAL PRICE | PRICE | TOTAL PRICE | PRICE | TOTAL PRICE | PRICE | TOTAL PRICE | PRICE | TOTAL PRICE |
| 1 | AGG. BASE COURSE 22A @ 6" CIP | 314 | SQ.YD. | $6.00 | $1,884.00 | $9.00 | $2,826.00 | $7.50 | $2,355.00 | $11.80 | $3,705.20 | $14.00 | $4,396.00 | $5.00 | $1,570.00 |
| 2 | BIT. LEVELING MIX #3B @ 165#/S.Y. | 30 | TON | $50.00 | $1,500.00 | $94.00 | $2,820.00 | $103.00 | $3,090.00 | $110.92 | $3,327.60 | $94.00 | $2,820.00 | $114.00 | $3,420.00 |
| 3 | BIT. TOP MIX #4C @ 165#/S.Y. | 30 | TON | $60.00 | $1,800.00 | $110.00 | $3,300.00 | $121.00 | $3,630.00 | $129.80 | $3,894.00 | $110.00 | $3,300.00 | $133.00 | $3,990.00 |
| 4 | CATCH BASIN CASTING E.J.#7045 OR EQ | 2 | EACH | $500.00 | $1,000.00 | $500.00 | $1,000.00 | $545.00 | $1,090.00 | $944.00 | $1,888.00 | $450.00 | $900.00 | $665.00 | $1,330.00 |
| 5 | CATCH BASIN 2' I.D. | 2 | EACH | $1,200.00 | $2,400.00 | $1,200.00 | $2,400.00 | $1,360.00 | $2,720.00 | $1,180.00 | $2,360.00 | $600.00 | $1,200.00 | $995.00 | $1,990.00 |
| 6 | CONCRETE CURB & GUTTER STD. | 210 | LIN.FT. | $12.00 | $2,520.00 | $15.00 | $3,150.00 | $11.95 | $2,509.50 | $19.47 | $4,088.70 | $12.00 | $2,520.00 | $22.00 | $4,620.00 |
| 7 | CONCRETE SIDEWALK 4" | 500 | SQ.FT. | $2.00 | $1,000.00 | $2.50 | $1,250.00 | $2.40 | $1,200.00 | $3.19 | $1,595.00 | $2.50 | $1,250.00 | $4.00 | $2,000.00 |
| 8 | MACHINE GRADING MODIFIED | 105 | LIN. FT. | $12.00 | $1,260.00 | $50.00 | $5,250.00 | $18.50 | $1,942.50 | $35.40 | $3,717.00 | $12.00 | $1,260.00 | $21.00 | $2,205.00 |
| 9 | PREPARED SOIL & SEED CLASS A | 475 | SQ.YD. | $5.00 | $2,375.00 | $4.00 | $1,900.00 | $3.60 | $1,710.00 | $3.54 | $1,681.50 | $6.50 | $3,087.50 | $6.00 | $2,850.00 |
| 10 | REMOVING CONCRETE SIDEWALK | 340 | SQ.FT. | $1.00 | $340.00 | $1.00 | $340.00 | $1.50 | $510.00 | $1.18 | $401.20 | $2.00 | $680.00 | $0.50 | $170.00 |
| 11 | REMOVING MANHOLE | 1 | EACH | $700.00 | $700.00 | $300.00 | $300.00 | $650.00 | $650.00 | $1,180.00 | $1,180.00 | $400.00 | $400.00 | $715.00 | $715.00 |
| 12 | REMOVING PAVEMENT W/CURB (2" BIT. | 269 | SQ.YD. | $15.00 | $4,035.00 | $10.00 | $2,690.00 | $13.20 | $3,550.80 | $23.60 | $6,348.40 | $12.00 | $3,228.00 | $4.00 | $1,076.00 |
| 13 | REMOVING RAIL ROAD CROSSING | 3 | EACH | $3,500.00 | $10,500.00 | $7,500.00 | $22,500.00 | $2,775.00 | $8,325.00 | $2,596.00 | $7,788.00 | $2,500.00 | $7,500.00 | $2,200.00 | $6,600.00 |
| 14 | STORM SEWER 10" D.C.I. CL. 52 | 122 | LIN.FT. | $30.00 | $3,660.00 | $50.00 | $6,100.00 | $33.50 | $4,087.00 | $47.20 | $5,758.40 | $33.00 | $4,026.00 | $58.00 | $7,076.00 |
| | SUBTOTAL | | | | $34,974.00 | | $55,826.00 | | $37,369.80 | | $47,733.00 | | $36,567.50 | | $39,612.00 |

## RAIL ROAD REMOVAL
## FOREST & EIGHTH

ENGINEER'S ESTIMATE DECEMBER 01, 2000

| | | | | ENGINEER'S ESTIMATE | | LAKESIDE CONSTRUCTION | | FELCO | | DIVERSCO | | LINK | | C & D HUGHES | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | DESCRIPTION | QUANTITY | UNIT | PRICE | PRICE | PRICE | TOTAL PRICE | PRICE | TOTAL PRICE | PRICE | TOTAL PRICE | PRICE | TOTAL PRICE | PRICE | TOTAL PRICE |
| 1 | AGG. BASE COURSE 22A @ 6" CIP | 314 | SQ.YD. | $6.00 | $1,884.00 | $8.00 | $2,512.00 | $7.00 | $2,198.00 | $9.00 | $2,826.00 | $6.40 | $2,009.60 | $6.00 | $1,884.00 |
| 2 | BIT. LEVELING MIX #3B @ 165#/S.Y. | 30 | TON | $50.00 | $1,500.00 | $94.00 | $2,820.00 | $100.00 | $3,000.00 | $94.00 | $2,820.00 | $112.80 | $3,384.00 | $94.00 | $2,820.00 |
| 3 | BIT. TOP MIX #4C @ 165#/S.Y. | 30 | TON | $60.00 | $1,800.00 | $110.00 | $3,300.00 | $120.00 | $3,600.00 | $110.00 | $3,300.00 | $132.00 | $3,960.00 | $110.00 | $3,300.00 |
| 4 | CATCH BASIN CASTING E.J.#7045 OR EQ | 2 | EACH | $500.00 | $1,000.00 | $450.00 | $900.00 | $300.00 | $600.00 | $785.00 | $1,570.00 | $464.40 | $928.80 | $600.00 | $1,200.00 |
| 5 | CATCH BASIN 2' I.D. | 2 | EACH | $1,200.00 | $2,400.00 | $850.00 | $1,700.00 | $1,800.00 | $3,600.00 | $800.00 | $1,600.00 | $570.00 | $1,140.00 | $1,000.00 | $2,000.00 |
| 6 | CONCRETE CURB & GUTTER STD. | 210 | LIN.FT. | $12.00 | $2,520.00 | $13.00 | $2,730.00 | $12.00 | $2,520.00 | $20.00 | $4,200.00 | $21.60 | $4,536.00 | $1.85 | $388.50 |
| 7 | CONCRETE SIDEWALK 4" | 500 | SQ.FT. | $2.00 | $1,000.00 | $4.50 | $2,250.00 | $2.90 | $1,450.00 | $3.00 | $1,500.00 | $2.10 | $1,050.00 | $2.20 | $1,100.00 |
| 8 | MACHINE GRADING MODIFIED | 105 | LIN. FT. | $12.00 | $1,260.00 | $15.00 | $1,575.00 | $8.50 | $892.50 | $26.00 | $2,730.00 | $2.40 | $252.00 | $10.00 | $1,050.00 |
| 9 | PREPARED SOIL & SEED CLASS A | 475 | SQ.YD. | $5.00 | $2,375.00 | $8.00 | $3,800.00 | $4.00 | $1,900.00 | $2.75 | $1,306.25 | $2.22 | $1,054.50 | $10.00 | $4,750.00 |
| 10 | REMOVING CONCRETE SIDEWALK | 340 | SQ.FT. | $1.00 | $340.00 | $6.00 | $2,040.00 | $2.10 | $714.00 | $1.75 | $595.00 | $0.72 | $244.80 | $1.00 | $340.00 |
| 11 | REMOVING MANHOLE | 1 | EACH | $700.00 | $700.00 | $350.00 | $350.00 | $1,000.00 | $1,000.00 | $400.00 | $400.00 | $180.00 | $180.00 | $1,250.00 | $1,250.00 |
| 12 | REMOVING PAVEMENT W/CURB (2" BIT. | 269 | SQ.YD. | $15.00 | $4,035.00 | $10.00 | $2,690.00 | $11.50 | $3,093.50 | $15.00 | $4,035.00 | $10.80 | $2,905.20 | $10.00 | $2,690.00 |
| 13 | REMOVING RAIL ROAD CROSSING | 3 | EACH | $3,500.00 | $10,500.00 | $1,550.00 | $4,650.00 | $2,000.00 | $6,000.00 | $4,050.00 | $12,150.00 | $600.00 | $1,800.00 | $2,500.00 | $7,500.00 |
| 14 | STORM SEWER 10" D.C.I. CL. 52 | 122 | LIN.FT. | $30.00 | $3,660.00 | $45.00 | $5,490.00 | $28.00 | $3,416.00 | $43.00 | $5,246.00 | $28.80 | $3,513.60 | $30.00 | $3,660.00 |
| | SUBTOTAL | | | | $34,974.00 | | $36,807.00 | | $33,984.00 | | $44,278.25 | | $26,958.50 | | $33,932.50 |

## RAIL ROAD REMOVAL
## GRAND AVENUE
ENGINEER'S ESTIMATE JUNE 30, 2000

| | | | | ENGINEER'S ESTIMATE | | K & R | | JACKSON-MERKEY | | NOBLES INC | | DIVERSIFIED | | GRANT TOWER | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | DESCRIPTION | QUANTITY | UNIT | PRICE | PRICE | PRICE | TOTAL PRICE | PRICE | TOTAL PRICE | PRICE | TOTAL PRICE | PRICE | TOTAL PRICE | PRICE | TOTAL PRICE |
| 1 | AGG. BASE COURSE 22A @ 6" CIP | 270 | SQ.YD. | $6.00 | $1,620.00 | $9.00 | $2,430.00 | $7.50 | $2,025.00 | $11.80 | $3,186.00 | $14.00 | $3,780.00 | $5.00 | $1,350.00 |
| 2 | BIT. LEVELING MIX #38 @ 165#/S.Y. | 25 | TON | $50.00 | $1,250.00 | $94.00 | $2,350.00 | $103.00 | $2,575.00 | $110.92 | $2,773.00 | $94.00 | $2,350.00 | $114.00 | $2,850.00 |
| 3 | BIT. TOP MIX #4C @ 165#/S.Y. | 25 | TON | $60.00 | $1,500.00 | $110.00 | $2,750.00 | $121.00 | $3,025.00 | $129.80 | $3,245.00 | $110.00 | $2,750.00 | $133.00 | $3,325.00 |
| 4 | BORROW FILL | 100 | CU.YD. | $8.00 | $800.00 | $10.00 | $1,000.00 | $6.50 | $650.00 | $9.44 | $944.00 | $8.00 | $800.00 | $9.00 | $900.00 |
| 5 | CONCRETE CURB & GUTTER STD. | 200 | LIN.FT. | $12.00 | $2,400.00 | $15.00 | $3,000.00 | $11.95 | $2,390.00 | $19.47 | $3,894.00 | $12.00 | $2,400.00 | $22.00 | $4,400.00 |
| 6 | CONCRETE DRIVE APP. STD. 6" | 28 | SQ.YD. | $28.00 | $784.00 | $33.00 | $924.00 | $28.75 | $805.00 | $42.48 | $1,189.44 | $30.00 | $840.00 | $44.00 | $1,232.00 |
| 7 | CONCRETE SIDEWALK 4" | 740 | SQ.FT. | $2.00 | $1,480.00 | $2.50 | $1,850.00 | $2.15 | $1,591.00 | $3.19 | $2,360.60 | $2.25 | $1,665.00 | $4.00 | $2,960.00 |
| 8 | MACHINE GRADING MODIFIED | 90 | LIN. FT. | $12.00 | $1,080.00 | $50.00 | $4,500.00 | $21.50 | $1,935.00 | $35.40 | $3,186.00 | $12.00 | $1,080.00 | $24.00 | $2,160.00 |
| 9 | PREPARED SOIL & SEED CLASS A | 340 | SQ.YD. | $5.00 | $1,700.00 | $4.00 | $1,360.00 | $3.75 | $1,275.00 | $3.54 | $1,203.60 | $6.50 | $2,210.00 | $5.50 | $1,870.00 |
| 10 | REMOVING BIT. SURFACE | 198 | SQ.YD. | $8.00 | $1,584.00 | $5.00 | $990.00 | $4.80 | $950.40 | $11.80 | $2,336.40 | $12.00 | $2,376.00 | $3.00 | $594.00 |
| 11 | REMOVING CONCRETE DRIVE APP. | 38 | SQ.YD. | $18.00 | $684.00 | $9.00 | $342.00 | $14.00 | $532.00 | $23.60 | $896.80 | $20.00 | $760.00 | $4.50 | $171.00 |
| 12 | REMOVING CONCRETE CURB & GUTTER | 151 | LIN.FT. | $10.00 | $1,510.00 | $10.00 | $1,510.00 | $6.50 | $981.50 | $5.90 | $890.90 | $10.00 | $1,510.00 | $5.00 | $755.00 |
| 13 | REMOVING CONCRETE SIDEWALK | 500 | SQ.FT. | $1.00 | $500.00 | $1.00 | $500.00 | $1.40 | $700.00 | $1.18 | $590.00 | $2.00 | $1,000.00 | $0.50 | $250.00 |
| 14 | REMOVING RAIL ROAD CROSSING | 2 | EACH | $3,500.00 | $7,000.00 | $7,500.00 | $15,000.00 | $3,845.00 | $7,690.00 | $2,598.00 | $5,196.00 | $1,500.00 | $3,000.00 | $2,200.00 | $4,400.00 |
| | SUBTOTAL | | | | $23,892.00 | | $38,506.00 | | $27,124.90 | | $31,891.74 | | $26,521.00 | | $27,217.00 |

## RAIL ROAD REMOVAL
## GRAND AVENUE
ENGINEER'S ESTIMATE JUNE 30, 2000

| | | | | ENGINEER'S ESTIMATE | | LAKESIDE CONSTRUCTION | | FELCO | | DIVERSCO | | LINK | | C & D HUGHES | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | DESCRIPTION | QUANTITY | UNIT | PRICE | PRICE | PRICE | TOTAL PRICE | PRICE | TOTAL PRICE | PRICE | TOTAL PRICE | PRICE | TOTAL PRICE | PRICE | TOTAL PRICE |
| 1 | AGG. BASE COURSE 22A @ 6" CIP | 270 | SQ.YD. | $6.00 | $1,620.00 | $8.00 | $2,160.00 | $7.00 | $1,890.00 | $9.00 | $2,430.00 | $6.40 | $1,728.00 | $6.00 | $1,620.00 |
| 2 | BIT. LEVELING MIX #38 @ 165#/S.Y. | 25 | TON | $50.00 | $1,250.00 | $94.00 | $2,350.00 | $100.00 | $2,500.00 | $94.00 | $2,350.00 | $112.80 | $2,820.00 | $94.00 | $2,350.00 |
| 3 | BIT. TOP MIX #4C @ 165#/S.Y. | 25 | TON | $60.00 | $1,500.00 | $100.00 | $2,500.00 | $120.00 | $3,000.00 | $110.00 | $2,750.00 | $132.00 | $3,300.00 | $110.00 | $2,750.00 |
| 4 | BORROW FILL | 100 | CU.YD. | $8.00 | $800.00 | $15.00 | $1,500.00 | $5.00 | $500.00 | $10.00 | $1,000.00 | $7.20 | $720.00 | $10.00 | $1,000.00 |
| 5 | CONCRETE CURB & GUTTER STD. | 200 | LIN.FT. | $12.00 | $2,400.00 | $13.00 | $2,600.00 | $12.00 | $2,400.00 | $20.00 | $4,000.00 | $21.60 | $4,320.00 | $10.85 | $2,170.00 |
| 6 | CONCRETE DRIVE APP. STD. 6" | 28 | SQ.YD. | $28.00 | $784.00 | $32.00 | $896.00 | $30.00 | $840.00 | $45.00 | $1,260.00 | $2.64 | $73.92 | $26.15 | $732.20 |
| 7 | CONCRETE SIDEWALK 4" | 740 | SQ.FT. | $2.00 | $1,480.00 | $3.50 | $2,590.00 | $2.85 | $2,109.00 | $3.00 | $2,220.00 | $2.10 | $1,554.00 | $1.95 | $1,443.00 |
| 8 | MACHINE GRADING MODIFIED | 90 | LIN. FT. | $12.00 | $1,080.00 | $15.00 | $1,350.00 | $10.00 | $900.00 | $26.00 | $2,340.00 | $2.40 | $216.00 | $25.00 | $2,250.00 |
| 9 | PREPARED SOIL & SEED CLASS A | 340 | SQ.YD. | $5.00 | $1,700.00 | $8.00 | $2,720.00 | $5.00 | $1,700.00 | $2.75 | $935.00 | $2.22 | $754.80 | $10.00 | $3,400.00 |
| 10 | REMOVING BIT. SURFACE | 198 | SQ.YD. | $8.00 | $1,584.00 | $6.00 | $1,188.00 | $4.00 | $792.00 | $8.00 | $1,584.00 | $6.48 | $1,283.04 | $10.00 | $1,980.00 |
| 11 | REMOVING CONCRETE DRIVE APP. | 38 | SQ.YD. | $18.00 | $684.00 | $12.00 | $456.00 | $8.00 | $304.00 | $11.00 | $418.00 | $0.72 | $27.36 | $10.00 | $380.00 |
| 12 | REMOVING CONCRETE CURB & GUTTER | 151 | LIN.FT. | $10.00 | $1,510.00 | $10.00 | $1,510.00 | $7.00 | $1,057.00 | $10.00 | $1,510.00 | $3.60 | $543.60 | $10.00 | $1,510.00 |
| 13 | REMOVING CONCRETE SIDEWALK | 500 | SQ.FT. | $1.00 | $500.00 | $6.00 | $3,000.00 | $2.10 | $1,050.00 | $1.75 | $875.00 | $0.72 | $360.00 | $1.00 | $500.00 |
| 14 | REMOVING RAIL ROAD CROSSING | 2 | EACH | $3,500.00 | $7,000.00 | $1,600.00 | $3,200.00 | $2,000.00 | $4,000.00 | $4,050.00 | $8,100.00 | $600.00 | $1,200.00 | $2,875.00 | $5,750.00 |
| | SUBTOTAL | | | | $23,892.00 | | $28,020.00 | | $23,042.00 | | $31,772.00 | | $18,900.72 | | $27,835.20 |

**Commission Meeting Date: Tuesday, February 13, 2001**

**Date:** **February 5, 2001**

**To:** **Honorable Mayor & City Commission**

**From:** **Community and Neighborhood Services Department**

**RE:** **Demolition of existing structure at 1706 Jarman and the construction of a single-family unit in replacement**

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SUMMARY OF REQUEST: To direct the Community and Neighborhood Services department and the Inspections department to obtain bids to demolition the six-unit City-owned tax-reverted structure at 1706 Jarman also know as Castenholtz subdivision of blks 100, 101, & 103 to 120 including lots 6&7 block 108. After demolition is completed the CNS department is proposing to constructed a new single family unit home on the lot. After construction of the home is completed the structure will be sold to an eligible low or moderate-income family under the guidelines of the city's HOME program.

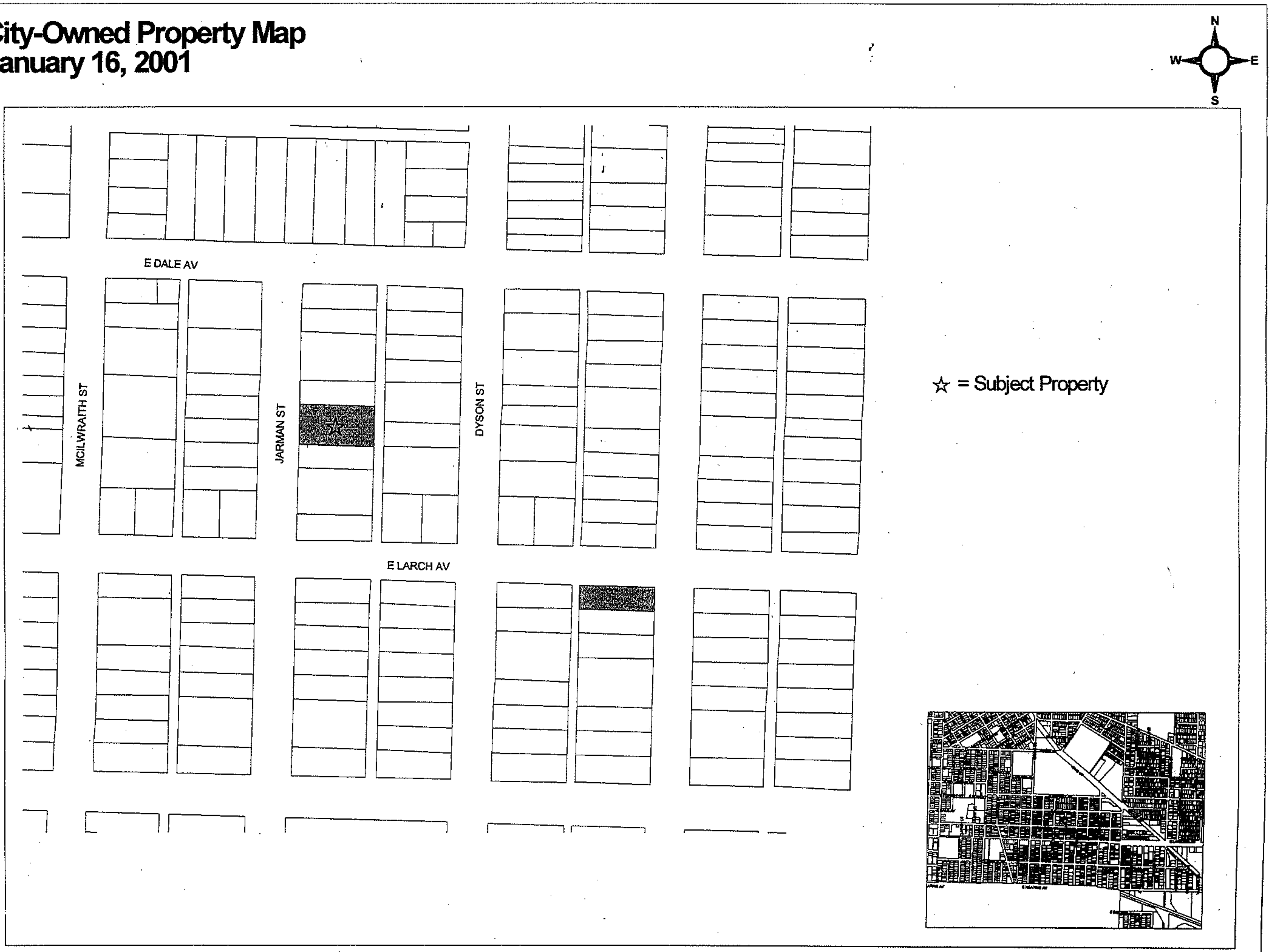
FINANCIAL IMPACT: The cost of the demolition and the construction of the new home will be funded through the City's FY 2000 HOME program, by placing the property back on the tax rolls after completion of construction the city will be relieved of the continued maintenance cost and will begin receiving tax revenues from the site.

BUDGET ACTION REQUIRED: None

STAFF RECOMMENDATION: To direct staff to begin solicitation for demolition services and once completed to solicit for building contractors to complete the construction of a new home.

COMMITTEE RECOMMENDATION: The Land Reutilization Committee approved this request on January 16, 2001.

# City-Owned Property Map
# January 16, 2001




☆ = Subject Property

24-31-29-457-005
1706 JARMAN ST

# COMMERCIAL AND INDUSTRIAL APPRAISAL CARD

| CLASSIFICATION | NEIGHBORHOOD | SCHOOL DISTRICT |
|---|---|---|
| C | 12 | 00 |

ADDRESS OF PROPERTY 1706 Jarman St

NO. OF CARDS CARD NO.

~~Theodore W Havermans~~
~~2224 Glade St~~ ~~2621 MEMORIAL DR~~
~~Muskegon MI 49442~~ 5

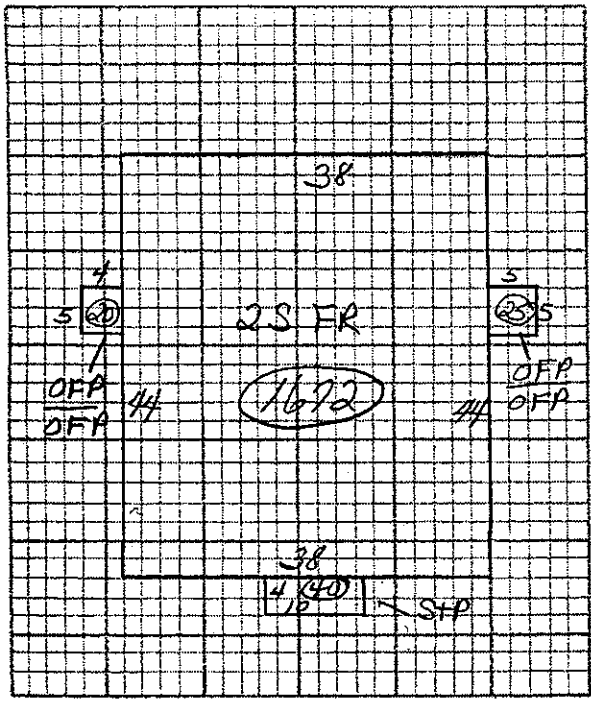
**DESCRIPTION**

CASTENHOLZ SUBDIVISION OF BLKS 100, 101 & 103 to 120 INCL
Lots 6 and 7 Blk 108

LAND ANALYSIS AND VALUE COMPUTATION

| PARCEL FRONT | PARCEL REAR | AVRGD FRTGE | STAND DEPTH | AVRGD DEPTH | DEPTH FACTOR | EQUIV FRTGE | ACREAGE AR. SQ. FT. | LAND RATE SUB-TOTAL | SUB—TOTAL | PROP FACTOR | LAND VALUE |
|---|---|---|---|---|---|---|---|---|---|---|---|
| 66 | 66 | | 100 | 125 | 1.09 | 21.80 | | 60 | | | 4316 |
| | | | | | | | | | | IMP | 56123 |
| | | | | | | | | | | | 60439 |

BUILDING SKETCH




☒ PICTURE INSIDE

REMARKS

APT BLDG 6 UNITS

| IMPROVEMENTS | | LAND | |
|---|---|---|---|
| | DIRT | X | LEVEL |
| | GRAVEL | | ROLLING |
| X | PAVED | | LOW |
| X | CURB | | HIGH |
| | SIDE WALK | | LANDSCAPED |
| X | WATER | | SWAMP |
| X | SEWER | | LAKEFRONT |
| X | ELECTRIC | | |
| X | GAS | | |

PERSON INTERVIEWED

EXAMINED BY

| ASSESSMENT | | B/R |
|---|---|---|
| YEAR | 1987 | |
| TOTAL | 12,300 | |
| YEAR | 1989 | |
| TOTAL | 20900 | |
| YEAR | 1991 | |
| TOTAL | 22000 | |
| YEAR | 1993 | |
| TOTAL | 30200 | 22000 |
| YEAR | 1995 | |
| TOTAL | ST EXEMPT | |
| YEAR | | |
| TOTAL | | |
| YEAR | | |
| TOTAL | | |
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| YEAR | | |
| TOTAL | | |
| YEAR | | |
| TOTAL | | |
| YEAR | | |
| TOTAL | | |

| DATE OF TRANSFER | GRANTEE'S NAME | ADDRESS | SOURCE | VERIFIED SALE PRICE |
|---|---|---|---|---|
| 1-11-95 | STATE OF MICHIGAN | '92 tax sale | LTR Co TREAS. | |

BUILDING PERMITS

| DATE | B/PMT | AMT |
|---|---|---|
| 9/89 | REPAIR PER CITY LETTER | 600 |
| 2-92 | Upgrade elec serv | |
| 9/10/91 | REPAIR FIRE DAMAGE | 10,000 |

ASSESSOR'S OFFICE CITY OF MUSKEGON

**Date:** February 13, 2000

**To:** Honorable Mayor and City Commissioners

**From:** Finance Director

**RE:** Final Amendments to 2000 Budget

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SUMMARY OF REQUEST: Adoption of the attached year-end amendments to the City's 2000 Budget to assure compliance with the State *Uniform Budget Act.* This act requires that budgets for "governmental-type" funds (i.e. general fund, special revenue funds, and debt service funds) be amended so that expenditures are not reported in the City's audit as exceeding legal appropriations.

FINANCIAL IMPACT: These budget amendments establish the final 2000 authorized revenue estimates and spending limits for the various City departments and funds. The attached schedule shows how the amended budget varies from the original budget (and subsequent budget reforecasts) previously approved by the City Commission. The attached memorandum discusses the budget situation in more detail.

BUDGET ACTION REQUIRED: Self-explanatory.

STAFF RECOMMENDATION: Approval.

COMMITTEE RECOMMENDATION: None.

**Finance Administration**

# Memo

**To:** City Commission

**From:** Finance Director

**Date:** February 6, 2001

**Re:** 2000 Final Budget Amendments

---

Attached is a copy of the city's final 2000 amended budget. Remember that 1999 was a year in which it seemed everything that could go wrong did go wrong. The "big three" revenues (income tax, property tax and state-shared revenue) all produced less than in 1998 while at the same time expenses grew at a rapid rate. As a result, the City ended 1999 with a fund balance of only $1,498,875 well below our 10% target balance. In contrast, I'm happy to report that 2000 was a year in which everything seems to have gone right. Following are some highlights of the 2000 budget.

**Revenues**

Three primary general fund revenue sources, when taken together, account for more than three-quarters of total general fund income: income tax, property tax, and state shared revenues. All three of these revenue sources produced substantially more revenue in 2000 than in 1999 and exceeded our budget projections.

*City income tax* – Income tax revenues were up more than $600,000 from 1999 and surpassed the $7 million mark for the first time. The strong economy during the year was the big factor but receipts were also enhanced by the diligent collection efforts of Income Tax department staff. This effort is most readily seen in the interest and penalties category that increased from $45,901 in 1999 to $70,290 in 2000.

*Property tax* – 2000 property taxes totaled $5,483,577 or $392,348 more than was collected in 1999. There was no millage increase so this growth is fully attributable to economic activity and the administrative improvements achieved with transfer of assessing responsibilities to the County Equalization Department.

*State-shared revenue*– The state overhauled the revenue sharing distribution formula in 1999. Because the city's fiscal year is different from the state's (and from most other cities), timing of the new formula implementation caused 1999 revenues to fall dramatically and 2000 revenues to be higher than would be expected. Thus, the large growth in state shared revenues (from $4,863,361 in 1999 to $5,486,700 in 2000) cannot be expected in the future. Indeed we were recently informed to expect cutbacks in this revenue source during 2001.

In addition to the three major revenue sources, most other general fund revenues were strong performers in 2000.

**Expenditures**

General fund expenditures totaled $22,048,560 through December 31 which is $70,137 less than projected during the 3rd quarter budget reforecast and only $36,681 more than was spent in 1999. Expenses were controlled by implementing a number of measures including contracting out seasonal labor, eliminating large general fund capital expenses, and cutting general fund transfers to the major and local street funds. In addition, departments generally responded well to need for belt-tightening as indicated by the number of departments that came in under budget and/or spent less in 2000 than in 1999.

**Summary**

2000 was unquestionably a good financial year for the general fund. While it is unrealistic to expect results to again be as favorable in 2001, the fact that we effectively responded to our problems and put our financial house in order during 2000 puts the City in a favorable position to deal with the significant challenges that lie ahead:

- Economic slowdown – Both local and national economies have slowed down in recent months. To what extent the slowdown impacts the City's budget is unknown, but clearly with more than 50% of revenues coming from two highly sensitive sources (income tax and state-shared sales taxes), we can expect some negative impact.

- 2000 Census – Projections indicate the city will lose population, which will erode state and federal funding sources. We expect to have 2000 census figures in April.

- Rising healthcare costs – The City receives a double jolt from rising health costs since it provides generous health benefits not only to active employees but also for 300+ city retirees and their beneficiaries. We have been told to expect double-digit rate increases for the foreseeable future.

- Phase-out of federal police grants – Fourteen police positions have been added in recent years through the assistance of generous federal grant programs. The grants do not provide recurring funding beyond three years and are rapidly phasing out.

Thank you and if you have any questions please let me know.

# 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 | | 23,745,700 | | 22,299,000 | | 2,945,575 |

**City of Muskegon**
**Final Amended 2000 Budget - General Fund**
**General Fund Revenue Summary By Source**

| | Actual 1999 | Original Budget Estimate 2000 | Last Budget Reforecast (9/30/2000) | Actual Thru December 2000 | Final 2000 Amended Budget | Change From Latest Reforecast |
|---|---|---|---|---|---|---|
| **Available Fund Balance - BOY** | $ 2,059,875 | $ 1,824,058 | $ 1,498,876 | $ 1,498,876 | $ 1,498,876 | $ - |
| **Taxes** | | | | | | |
| City income tax | $ 6,425,149 | $ 6,600,000 | $ 6,750,000 | $ 7,026,532 | $ 7,026,500 | $ 276,500 |
| Property taxes - general | 3,601,411 | 3,789,655 | 3,789,655 | 3,853,086 | 3,853,000 | 63,345 |
| Property taxes - sanitation | 1,489,818 | 1,603,967 | 1,603,967 | 1,630,491 | 1,630,400 | 26,433 |
| Industrial facilities taxes | 353,151 | 335,741 | 361,607 | 362,676 | 362,600 | 993 |
| Payments in lieu of taxes | 71,608 | 80,000 | 80,000 | 69,148 | 69,100 | (10,900) |
| Delinquent chargeback collected | 19,886 | 10,000 | 10,000 | 3,769 | 3,700 | (6,300) |
| | $ 11,961,023 | $ 12,419,363 | $ 12,595,229 | $ 12,945,702 | $ 12,945,300 | $ 350,071 |
| **Licenses and permits** | | | | | | |
| Business licenses | $ 25,008 | $ 45,000 | $ 35,000 | $ 32,363 | $ 32,300 | $ (2,700) |
| Liquor licenses | 28,458 | 35,000 | 35,000 | 35,511 | 35,500 | 500 |
| Cable TV franchise fees | 338,325 | 230,000 | 280,000 | 326,504 | 326,500 | 46,500 |
| Housing licenses | 66,147 | 115,000 | 65,000 | 62,965 | 62,900 | (2,100) |
| Burial permits | 94,955 | 110,000 | 100,000 | 104,160 | 104,100 | 4,100 |
| Building permits | 285,865 | 200,000 | 250,000 | 368,333 | 368,300 | 118,300 |
| Electrical permits | 77,375 | 70,000 | 75,000 | 87,692 | 87,600 | 12,600 |
| Plumbing permits | 38,448 | 35,000 | 45,000 | 45,147 | 45,100 | 100 |
| Heating permits | 57,326 | 60,000 | 70,000 | 62,847 | 62,800 | (7,200) |
| Franchise fees | - | - | 2,100 | 1,100 | 1,100 | (1,000) |
| Police gun registration | 3,870 | 4,000 | 4,000 | 1,879 | 1,800 | (2,200) |
| | $ 1,015,777 | $ 904,000 | $ 961,100 | $ 1,128,501 | $ 1,128,000 | $ 166,900 |
| **Federal grants** | | | | | | |
| Federal operational grant | $ 423,208 | $ 500,349 | $ 473,961 | $ 522,111 | $ 522,100 | $ 48,139 |
| | $ 423,208 | $ 500,349 | $ 473,961 | $ 522,111 | $ 522,100 | $ 48,139 |
| **State grants** | | | | | | |
| State operational grant | $ - | $ - | $ - | $ - | $ - | $ - |
| | $ - | $ - | $ - | $ - | $ - | $ - |
| **State shared revenue** | | | | | | |
| Single business tax | $ - | $ - | $ - | $ - | $ - | $ - |
| State sales tax | 4,863,361 | 5,225,000 | 5,481,147 | 5,486,712 | 5,486,700 | 5,553 |
| | $ 4,863,361 | $ 5,225,000 | $ 5,481,147 | $ 5,486,712 | $ 5,486,700 | $ 5,553 |

## City of Muskegon
## Final Amended 2000 Budget - General Fund
## General Fund Revenue Summary By Source

| | Actual 1999 | Original Budget Estimate 2000 | Last Budget Reforecast (9/30/2000) | Actual Thru December 2000 | Final 2000 Amended Budget | Change From Latest Reforecast |
|---|---|---|---|---|---|---|
| **Other charges for sales and services** | | | | | | |
| Tax administration fees | $ 213,714 | $ 219,000 | $ 219,000 | $ 224,399 | $ 224,300 | $ 5,300 |
| Utility administration fees | 172,998 | 166,032 | 166,032 | 166,032 | 166,000 | (32) |
| Reimbursement for elections | 10,459 | 20,000 | 57,000 | 30,568 | 30,500 | (26,500) |
| Indirect cost reimbursement | 840,034 | 825,000 | 925,008 | 925,008 | 925,000 | (8) |
| Site-plan review fee | - | 4,000 | 4,000 | 1,800 | 1,800 | (2,200) |
| Sale of cemetery lots | 12,923 | 20,000 | 15,000 | 24,269 | 24,200 | 9,200 |
| Sale of columbarium niches | - | - | 3,000 | 1,325 | 1,300 | (1,700) |
| Sale of Harbortown dockominiums | 80,500 | 6,534 | - | - | - | - |
| Police miscellaneous | 68,663 | 65,000 | 65,000 | 67,711 | 67,700 | 2,700 |
| Police impound fees | - | - | 11,000 | 38,576 | 38,500 | 27,500 |
| Fire protection-state property | 75,055 | 75,000 | 80,000 | 83,093 | 83,000 | 3,000 |
| Zoning fees | 12,305 | 7,500 | 7,500 | 9,325 | 9,300 | 1,800 |
| Clerk fees | 604 | 7,000 | 1,000 | 2,586 | 2,500 | 1,500 |
| IFT application fees | 6,369 | 5,000 | 5,000 | 9,917 | 9,900 | 4,900 |
| Treasurer fees | 4,374 | 1,500 | 3,000 | 26,654 | 26,600 | 23,600 |
| False alarm fees | 17,727 | 10,000 | 10,000 | 16,439 | 16,400 | 6,400 |
| Miscellaneous cemetery income | 25,599 | 23,000 | 23,000 | 21,224 | 21,200 | (1,800) |
| Housing commission reimbursement | 16,750 | 10,000 | 23,503 | 23,503 | 23,500 | (3) |
| Senior transit program fees | 8,521 | 8,000 | 8,000 | 8,261 | 8,200 | 200 |
| Fire miscellaneous | 9,311 | 40,000 | 40,000 | 25,798 | 25,700 | (14,300) |
| Sanitation stickers | 36,519 | 35,000 | 35,000 | 40,774 | 40,700 | 5,700 |
| Lot cleanup fees | 121,148 | 75,000 | 65,000 | 96,998 | 96,900 | 31,900 |
| Reimbursements for mowings | 62,525 | 20,000 | 20,000 | 107,400 | 107,400 | 87,400 |
| Recreation program fees | 115,817 | 135,000 | 125,000 | 139,426 | 139,400 | 14,400 |
| | $ 1,911,915 | $ 1,777,566 | $ 1,911,043 | $ 2,091,086 | $ 2,090,000 | $ 178,957 |
| **Interest and rental income** | | | | | | |
| Interest | $ 314,639 | $ 375,000 | $ 320,000 | $ 353,605 | $ 353,600 | $ 33,600 |
| Flea market | 25,418 | 29,000 | 27,000 | 25,269 | 25,200 | (1,800) |
| Farmers market | 20,905 | 20,000 | 20,000 | 22,040 | 22,000 | 2,000 |
| City right of way rental | 6,400 | 4,400 | 4,400 | 6,400 | 6,400 | 2,000 |
| Parking ramp rentals | 27,266 | 35,000 | 49,000 | 46,819 | 46,800 | (2,200) |
| McGraft park rentals | 43,270 | 52,703 | 50,000 | 55,518 | 55,500 | 5,500 |
| Other park rentals | 27,851 | 45,000 | 30,000 | 31,919 | 31,900 | 1,900 |
| | $ 465,749 | $ 561,103 | $ 500,400 | $ 541,570 | $ 541,400 | $ 41,000 |

## City of Muskegon
## Final Amended 2000 Budget - General Fund
## General Fund Revenue Summary By Source

| | Actual 1999 | Original Budget Estimate 2000 | Last Budget Reforecast (9/30/2000) | Actual Thru December 2000 | Final 2000 Amended Budget | Change From Latest Reforecast |
|---|---|---|---|---|---|---|
| **Fines and fees** | | | | | | |
| Income tax - penalty and interest | $ 45,901 | $ 35,000 | $ 50,000 | $ 70,290 | $ 70,200 | $ 20,200 |
| Late fees on current taxes | 7,192 | 15,000 | 34,515 | 40,167 | 40,100 | 5,585 |
| Interest on late invoices | 17,519 | 1,200 | 1,200 | (29) | - | (1,200) |
| Civil infraction fines | (983) | 3,000 | 3,000 | - | - | (3,000) |
| Property transfer affidavit fines | - | 30,000 | 10,000 | 6,400 | 6,400 | (3,600) |
| Parking fines | 82,772 | 60,000 | 60,000 | 41,829 | 41,800 | (18,200) |
| Court fines | 124,968 | 150,000 | 150,000 | 179,662 | 179,600 | 29,600 |
| | $ 277,369 | $ 294,200 | $ 308,715 | $ 338,319 | $ 338,100 | $ 29,385 |
| **Other revenue** | | | | | | |
| Sale of land and assets | $ 2,650 | $ 3,000 | $ 3,000 | $ 350 | $ 300 | $ (2,700) |
| Police sale and auction proceeds | 3,991 | 6,000 | 6,000 | 3,214 | 3,200 | (2,800) |
| CDBG program reimbursements | 254,279 | 273,000 | 303,122 | 396,167 | 396,100 | 92,978 |
| Contributions | 64,165 | 5,000 | 47,000 | 63,343 | 63,300 | 16,300 |
| Muskegon County Community Foundation | - | 5,400 | 4,650 | 5,650 | 5,600 | 950 |
| Miscellaneous reimbursements | - | 3,000 | 3,000 | - | - | (3,000) |
| Miscellaneous and sundry | 30,786 | 20,000 | 20,000 | 13,625 | 13,600 | (6,400) |
| | $ 355,871 | $ 315,400 | $ 386,772 | $ 482,349 | $ 482,100 | $ 95,328 |
| **Other financing sources** | | | | | | |
| Operating transfers in | $ 177,408 | $ 150,000 | $ 180,000 | $ 212,070 | $ 212,000 | $ 32,000 |
| Operating transfers in -LDFA II pass-thru | - | 102,000 | 102,000 | - | - | (102,000) |
| | $ 177,408 | $ 252,000 | $ 282,000 | $ 212,070 | $ 212,000 | $ (70,000) |
| **Total general fund revenues and other sources** | $ 21,451,681 | $ 22,248,981 | $ 22,900,367 | $ 23,748,420 | $ 23,745,700 | $ 845,333 |

**City of Muskegon**
**Final Amended 2000 Budget - General Fund**
**General Fund Expenditure Summary By Function**

| | | Actual 1999 | Original Budget Estimate 2000 | Last Budget Reforecast (9/30/2000) | Actual Thru December 2000 | Actual As % of Revised | Final 2000 Amended Budget | Change From Latest Reforecast |
|---|---|---|---|---|---|---|---|---|
| | ***I. Customer Value Added Activities*** | | | | | | | |
| **40301** | **Police Department** | | | | | | | |
| 5100 | Salaries & Benefits | $ 5,371,889 | $ 5,256,058 | $ 5,549,086 | $ 5,421,663 | 98% | $ 5,422,000 | $ (127,086) |
| 5200 | Operating Supplies | 127,053 | 120,000 | 120,000 | 148,156 | 123% | 149,000 | 29,000 |
| 5300 | Contractual Services | 725,960 | 820,000 | 820,000 | 940,086 | 115% | 941,000 | 121,000 |
| 5400 | Other Expenses | 47,181 | 30,300 | 45,000 | 53,924 | 120% | 54,000 | 9,000 |
| 5700 | Capital Outlays | 88,075 | 15,000 | 140,000 | 171,358 | 122% | 172,000 | 32,000 |
| 5900 | Other Financing Uses | - | - | - | - | N/A | - | - |
| | | $ 6,360,158 | $ 6,241,358 | $ 6,674,086 | $ 6,735,187 | 101% | $ 6,738,000 | $ 63,914 |
| **40333** | **Police Narcotics Unit** | | | | | | | |
| 5100 | Salaries & Benefits | $ 351,830 | $ 346,968 | $ 355,343 | $ 403,645 | 114% | $ 404,000 | $ 48,657 |
| 5200 | Operating Supplies | 7,914 | 5,000 | 8,000 | 11,381 | 142% | 12,000 | 4,000 |
| 5300 | Contractual Services | 14,831 | 10,000 | 10,000 | 13,899 | 139% | 14,000 | 4,000 |
| 5400 | Other Expenses | 39 | - | 300 | 318 | 106% | 1,000 | 700 |
| 5700 | Capital Outlays | 22,171 | 19,672 | 35,000 | 36,195 | 103% | 37,000 | 2,000 |
| 5900 | Other Financing Uses | - | - | - | - | N/A | - | - |
| | | $ 396,785 | $ 381,640 | $ 408,643 | $ 465,438 | 114% | $ 468,000 | $ 59,357 |
| | | $ 6,756,943 | $ 6,622,998 | $ 7,082,729 | $ 7,200,625 | 102% | $ 7,206,000 | $ 123,271 |
| **50336** | **Fire Department** | | | | | | | |
| 5100 | Salaries & Benefits | $ 2,673,009 | $ 2,568,305 | $ 2,663,471 | $ 2,708,005 | 102% | $ 2,709,000 | $ 45,529 |
| 5200 | Operating Supplies | 113,467 | 98,000 | 98,000 | 97,561 | 100% | 98,000 | - |
| 5300 | Contractual Services | 156,160 | 150,000 | 140,000 | 133,101 | 95% | 134,000 | (6,000) |
| 5400 | Other Expenses | 20,291 | 20,000 | 15,000 | 10,051 | 67% | 11,000 | (4,000) |
| 5700 | Capital Outlays | 153,098 | 25,997 | 15,000 | 38,636 | 258% | 39,000 | 24,000 |
| 5900 | Other Financing Uses | - | - | - | - | N/A | - | - |
| | | $ 3,116,025 | $ 2,862,302 | $ 2,931,471 | $ 2,987,354 | 102% | $ 2,991,000 | $ 59,529 |
| **50387** | **Fire Safety Inspections** | | | | | | | |
| 5100 | Salaries & Benefits | $ 314,896 | $ 611,159 | $ 624,511 | $ 623,329 | 100% | $ 624,000 | $ (511) |
| 5200 | Operating Supplies | 8,585 | 26,500 | 26,500 | 17,135 | 65% | 18,000 | (8,500) |
| 5300 | Contractual Services | 96,770 | 213,661 | 213,661 | 247,418 | 116% | 248,000 | 34,339 |
| 5400 | Other Expenses | 4,877 | 15,000 | 15,000 | 11,070 | 74% | 12,000 | (3,000) |
| 5700 | Capital Outlays | 16,029 | 20,000 | 10,000 | 9,838 | 98% | 10,000 | - |
| 5900 | Other Financing Uses | - | - | - | - | N/A | - | - |
| | | $ 441,157 | $ 886,320 | $ 889,672 | $ 908,790 | 102% | $ 912,000 | $ 22,328 |
| | | $ 3,557,182 | $ 3,748,622 | $ 3,821,143 | $ 3,896,144 | 102% | $ 3,903,000 | $ 81,857 |
| | **Sanitation** | | | | | | | |
| **60523** | **General Sanitation** | | | | | | | |
| 5100 | Salaries & Benefits | $ 60,002 | $ 106,968 | $ 83,442 | $ 66,335 | 79% | $ 67,000 | $ (16,442) |
| 5200 | Operating Supplies | 401 | 1,500 | 1,500 | 690 | 46% | 1,000 | (500) |
| 5300 | Contractual Services | 1,490,600 | 1,416,989 | 1,380,000 | 1,308,314 | 95% | 1,309,000 | (71,000) |
| 5400 | Other Expenses | 6 | 1,000 | 1,000 | - | 0% | - | (1,000) |
| 5700 | Capital Outlays | - | 25,000 | 25,000 | 24,360 | 97% | 25,000 | - |
| 5900 | Other Financing Uses | - | - | - | - | N/A | - | - |
| | | $ 1,551,009 | $ 1,551,457 | $ 1,490,942 | $ 1,399,699 | 94% | $ 1,402,000 | $ (88,942) |

**City of Muskegon**
**Final Amended 2000 Budget - General Fund**
**General Fund Expenditure Summary By Function**

| | | Actual 1999 | Original Budget Estimate 2000 | Last Budget Reforecast (9/30/2000) | Actual Thru December 2000 | Actual As % of Revised | Final 2000 Amended Budget | Change From Latest Reforecast |
|---|---|---|---|---|---|---|---|---|
| **60528** | **Recycling** | | | | | | | |
| 5100 | Salaries & Benefits | $ - | $ - | $ - | $ - | N/A | $ - | $ - |
| 5200 | Operating Supplies | - | - | - | - | N/A | - | - |
| 5300 | Contractual Services | 300,392 | 285,086 | 260,000 | 263,478 | 101% | 264,000 | 4,000 |
| 5400 | Other Expenses | - | - | - | - | N/A | - | - |
| 5700 | Capital Outlays | - | 1,500 | 1,500 | - | 0% | - | (1,500) |
| 5900 | Other Financing Uses | - | - | - | - | N/A | - | - |
| | | $ 300,392 | $ 286,586 | $ 261,500 | $ 263,478 | 101% | $ 264,000 | $ 2,500 |
| **60524** | **Composting** | | | | | | | |
| 5100 | Salaries & Benefits | $ 12,468 | $ - | $ - | $ - | N/A | $ - | $ - |
| 5200 | Operating Supplies | - | - | - | - | N/A | - | - |
| 5300 | Contractual Services | 43,237 | - | - | - | N/A | - | - |
| 5400 | Other Expenses | - | - | - | - | N/A | - | - |
| 5700 | Capital Outlays | - | - | - | - | N/A | - | - |
| 5900 | Other Financing Uses | - | - | - | - | N/A | - | - |
| | | $ 55,705 | $ - | $ - | $ - | N/A | $ - | $ - |
| **60448** | **Streetlighting** | | | | | | | |
| 5100 | Salaries & Benefits | $ 12,685 | $ 6,140 | $ 5,367 | $ 10,601 | 198% | $ 11,000 | $ 5,633 |
| 5200 | Operating Supplies | - | - | - | - | N/A | - | - |
| 5300 | Contractual Services | 505,839 | 510,000 | 510,000 | 507,599 | 100% | 508,000 | (2,000) |
| 5400 | Other Expenses | - | - | - | - | N/A | - | - |
| 5700 | Capital Outlays | 600 | 10,000 | 10,000 | - | 0% | - | (10,000) |
| 5900 | Other Financing Uses | - | - | - | - | N/A | - | - |
| | | $ 519,124 | $ 526,140 | $ 525,367 | $ 518,200 | 99% | $ 519,000 | $ (6,367) |
| **60707** | **Senior Citizen Transit** | | | | | | | |
| 5100 | Salaries & Benefits | $ 39,821 | $ 37,364 | $ 42,434 | $ 44,554 | 105% | $ 45,000 | $ 2,566 |
| 5200 | Operating Supplies | - | 75 | 75 | - | 0% | - | (75) |
| 5300 | Contractual Services | 4,810 | 5,571 | 5,571 | 5,450 | 98% | 6,000 | 429 |
| 5400 | Other Expenses | - | - | - | - | N/A | - | - |
| 5700 | Capital Outlays | - | - | - | - | N/A | - | - |
| 5900 | Other Financing Uses | - | - | - | - | N/A | - | - |
| | | $ 44,631 | $ 43,010 | $ 48,080 | $ 50,004 | 104% | $ 51,000 | $ 2,920 |
| **60446** | **Community Event Support** | | | | | | | |
| 5100 | Salaries & Benefits | $ 17,953 | $ 88,097 | $ 59,963 | $ 113,420 | 189% | $ 114,000 | $ 54,037 |
| 5200 | Operating Supplies | - | 200 | 2,500 | 14,743 | 590% | 15,000 | 12,500 |
| 5300 | Contractual Services | 1,270 | 7,000 | 18,000 | 45,757 | 254% | 46,000 | 28,000 |
| 5400 | Other Expenses | - | - | - | - | N/A | - | - |
| 5700 | Capital Outlays | - | - | - | - | N/A | - | - |
| 5900 | Other Financing Uses | - | - | - | - | N/A | - | - |
| | | $ 19,223 | $ 95,297 | $ 80,463 | $ 173,920 | 216% | $ 175,000 | $ 94,537 |
| | | $ 2,490,084 | $ 2,502,490 | $ 2,406,352 | $ 2,405,301 | 100% | $ 2,411,000 | $ 4,648 |
| **70751** | **Parks Maintenance** | | | | | | | |
| 5100 | Salaries & Benefits | $ 594,245 | $ 685,000 | $ 456,884 | $ 410,877 | 90% | $ 411,000 | $ (45,884) |
| 5200 | Operating Supplies | 101,986 | 87,500 | 110,000 | 188,503 | 171% | 189,000 | 79,000 |
| 5300 | Contractual Services | 369,196 | 341,933 | 540,000 | 509,593 | 94% | 510,000 | (30,000) |
| 5400 | Other Expenses | 2,338 | 7,000 | 7,000 | 2,939 | 42% | 3,000 | (4,000) |
| 5700 | Capital Outlays | 42,206 | 18,000 | 55,000 | 53,703 | 98% | 54,000 | (1,000) |
| 5900 | Other Financing Uses | - | - | - | - | N/A | - | - |
| | | $ 1,109,971 | $ 1,139,433 | $ 1,168,884 | $ 1,165,615 | 100% | $ 1,167,000 | $ (1,884) |

**City of Muskegon**
**Final Amended 2000 Budget - General Fund**
**General Fund Expenditure Summary By Function**

| | | Actual 1999 | Original Budget Estimate 2000 | Last Budget Reforecast (9/30/2000) | Actual Thru December 2000 | Actual As % of Revised | Final 2000 Amended Budget | Change From Latest Reforecast |
|---|---|---|---|---|---|---|---|---|
| **70757** | **Mc Graft Park Maintenance** | | | | | | | |
| 5100 | Salaries & Benefits | $ 34,953 | $ 30,000 | $ 18,523 | $ 10,522 | 57% | $ 11,000 | $ (7,523) |
| 5200 | Operating Supplies | 9,527 | 5,000 | 5,000 | 3,862 | 77% | 4,000 | (1,000) |
| 5300 | Contractual Services | 27,393 | 16,000 | 25,000 | 43,985 | 176% | 44,000 | 19,000 |
| 5400 | Other Expenses | 434 | 1,703 | 1,703 | 210 | 12% | 1,000 | (703) |
| 5700 | Capital Outlays | - | - | 283 | 283 | 100% | 1,000 | 717 |
| 5900 | Other Financing Uses | - | - | - | - | N/A | - | - |
| | | $ 72,307 | $ 52,703 | $ 50,509 | $ 58,862 | 117% | $ 61,000 | $ 10,491 |
| **70775** | **General Recreation Programs** | | | | | | | |
| 5100 | Salaries & Benefits | $ 132,298 | $ 138,535 | $ 141,376 | $ 117,149 | 83% | $ 118,000 | $ (23,376) |
| 5200 | Operating Supplies | 35,928 | 26,000 | 26,000 | 31,912 | 123% | 32,000 | 6,000 |
| 5300 | Contractual Services | 118,418 | 85,642 | 90,000 | 115,122 | 128% | 116,000 | 26,000 |
| 5400 | Other Expenses | 4,244 | 3,000 | 4,000 | 2,969 | 74% | 3,000 | (1,000) |
| 5700 | Capital Outlays | 208 | 1,250 | 500 | 4,344 | 869% | 5,000 | 4,500 |
| 5900 | Other Financing Uses | - | - | - | - | N/A | - | - |
| | | $ 291,096 | $ 254,427 | $ 261,876 | $ 271,496 | 104% | $ 274,000 | $ 12,124 |
| **70776** | **Inner City Recreation Programs** | | | | | | | |
| 5100 | Salaries & Benefits | $ 103,019 | $ 114,999 | $ 123,775 | $ 135,718 | 110% | $ 136,000 | $ 12,225 |
| 5200 | Operating Supplies | 11,214 | 18,346 | 18,000 | 10,781 | 60% | 11,000 | (7,000) |
| 5300 | Contractual Services | 30,297 | 35,573 | 35,000 | 29,995 | 86% | 30,000 | (5,000) |
| 5400 | Other Expenses | 2,397 | 6,000 | 5,000 | 2,896 | 58% | 3,000 | (2,000) |
| 5700 | Capital Outlays | - | - | - | - | N/A | - | - |
| 5900 | Other Financing Uses | - | - | - | - | N/A | - | - |
| | | $ 146,927 | $ 174,918 | $ 181,775 | $ 179,390 | 99% | $ 180,000 | $ (1,775) |
| **70276** | **Cemeteries Maintenance** | | | | | | | |
| 5100 | Salaries & Benefits | $ 330,496 | $ 342,251 | $ 162,305 | $ 184,070 | 113% | $ 185,000 | $ 22,695 |
| 5200 | Operating Supplies | 21,166 | 11,000 | 16,000 | 13,440 | 84% | 14,000 | (2,000) |
| 5300 | Contractual Services | 110,984 | 86,648 | 260,000 | 246,091 | 95% | 247,000 | (13,000) |
| 5400 | Other Expenses | 216 | 1,000 | 1,000 | 568 | 57% | 1,000 | - |
| 5700 | Capital Outlays | 33,200 | 20,250 | 28,000 | 19,930 | 71% | 20,000 | (8,000) |
| 5900 | Other Financing Uses | - | - | - | - | N/A | - | - |
| | | $ 496,062 | $ 461,149 | $ 467,305 | $ 464,099 | 99% | $ 467,000 | $ (305) |
| **70585** | **Parking Operations** | | | | | | | |
| 5100 | Salaries & Benefits | $ 12,979 | $ 13,067 | $ 12,859 | $ 13,182 | 103% | $ 14,000 | $ 1,141 |
| 5200 | Operating Supplies | 2,146 | 2,000 | 2,500 | 2,316 | 93% | 3,000 | 500 |
| 5300 | Contractual Services | 28,692 | 34,179 | 34,179 | 27,501 | 80% | 28,000 | (6,179) |
| 5400 | Other Expenses | - | - | - | - | N/A | - | - |
| 5700 | Capital Outlays | - | 8,000 | - | - | N/A | - | - |
| 5900 | Other Financing Uses | - | - | - | - | N/A | - | - |
| | | $ 43,817 | $ 57,246 | $ 49,538 | $ 42,999 | 87% | $ 45,000 | $ (4,538) |
| **70771** | **Forestry** | | | | | | | |
| 5100 | Salaries & Benefits | $ 90,283 | $ 126,301 | $ 105,671 | $ 89,755 | 85% | $ 90,000 | $ (15,671) |
| 5200 | Operating Supplies | 10,467 | 6,000 | 15,000 | 9,852 | 66% | 10,000 | (5,000) |
| 5300 | Contractual Services | 12,898 | 14,000 | 18,000 | 16,843 | 94% | 17,000 | (1,000) |
| 5400 | Other Expenses | 2,940 | 1,700 | 1,700 | 818 | 48% | 1,000 | (700) |
| 5700 | Capital Outlays | 6,572 | 2,000 | 3,000 | 3,207 | 107% | 4,000 | 1,000 |
| 5900 | Other Financing Uses | - | - | - | - | N/A | - | - |
| | | $ 123,160 | $ 150,001 | $ 143,371 | $ 120,475 | 84% | $ 122,000 | $ (21,371) |

## City of Muskegon
## Final Amended 2000 Budget - General Fund
## General Fund Expenditure Summary By Function

| | | Actual 1999 | Original Budget Estimate 2000 | Last Budget Reforecast (9/30/2000) | Actual Thru December 2000 | Actual As % of Revised | Final 2000 Amended Budget | Change From Latest Reforecast |
|---|---|---|---|---|---|---|---|---|
| **70863** | **Farmers' Market & Flea Market** | | | | | | | |
| 5100 | Salaries & Benefits | $ 36,984 | $ 31,038 | $ 29,717 | $ 27,185 | 91% | $ 28,000 | $ (1,717) |
| 5200 | Operating Supplies | 503 | 1,000 | 1,000 | 591 | 59% | 1,000 | - |
| 5300 | Contractual Services | 8,236 | 6,844 | 11,844 | 15,000 | 127% | 15,000 | 3,156 |
| 5400 | Other Expenses | - | - | - | - | N/A | - | - |
| 5700 | Capital Outlays | - | - | - | - | N/A | - | - |
| 5900 | Other Financing Uses | - | - | - | - | N/A | - | - |
| | | $ 45,723 | $ 38,882 | $ 42,561 | $ 42,776 | 101% | $ 44,000 | $ 1,439 |
| | | $ 2,329,063 | $ 2,328,759 | $ 2,365,819 | $ 2,345,712 | 99% | $ 2,360,000 | $ (5,819) |
| **80799** | **Weed and Seed Program** | | | | | | | |
| 5100 | Salaries & Benefits | $ 20,949 | $ 16,843 | $ - | $ - | N/A | $ - | $ - |
| 5200 | Operating Supplies | 2,860 | 4,000 | - | - | N/A | - | - |
| 5300 | Contractual Services | 9,784 | 27,247 | 112 | 112 | 100% | 1,000 | 888 |
| 5400 | Other Expenses | 127 | 2,000 | - | - | N/A | - | - |
| 5700 | Capital Outlays | - | - | - | - | N/A | - | - |
| 5900 | Other Financing Uses | - | - | - | - | N/A | - | - |
| | | $ 33,720 | $ 50,090 | $ 112 | $ 112 | 100% | $ 1,000 | $ 888 |
| **80387** | **Environmental Services** | | | | | | | |
| 5100 | Salaries & Benefits | $ 439,362 | $ 217,239 | $ 154,342 | $ 150,456 | 97% | $ 151,000 | $ (3,342) |
| 5200 | Operating Supplies | 12,785 | 12,200 | 12,200 | 9,525 | 78% | 10,000 | (2,200) |
| 5300 | Contractual Services | 328,371 | 158,376 | 190,000 | 265,250 | 140% | 266,000 | 76,000 |
| 5400 | Other Expenses | 2,674 | 1,000 | 1,000 | 333 | 33% | 1,000 | - |
| 5700 | Capital Outlays | 3,569 | 2,000 | 3,000 | 4,135 | 138% | 5,000 | 2,000 |
| 5900 | Other Financing Uses | - | - | - | - | N/A | - | - |
| | | $ 786,761 | $ 390,815 | $ 360,542 | $ 429,699 | 119% | $ 433,000 | $ 72,458 |
| | | $ 820,481 | $ 440,905 | $ 360,654 | $ 429,811 | 119% | $ 434,000 | $ 73,346 |
| **10875** | **Other** | | | | | | | |
| | Contributions To Outside Agencies | $ 117,369 | $ 143,115 | $ 142,115 | $ 115,930 | 82% | $ 116,000 | $ (26,115) |
| | | $ 117,369 | $ 143,115 | $ 142,115 | $ 115,930 | 82% | $ 116,000 | $ (26,115) |
| | **Total Customer Value Added Activities** | $ 16,071,122 | $ 15,786,889 | $ 16,178,812 | $ 16,393,523 | 101% | $ 16,430,000 | $ 251,188 |
| | **As a Percent of Total General Fund Expenditures** | 73.0% | 72.2% | 73.1% | 74.4% | | 73.7% | |

**City of Muskegon**
**Final Amended 2000 Budget - General Fund**
**General Fund Expenditure Summary By Function**

| | | Actual 1999 | Original Budget Estimate 2000 | Last Budget Reforecast (9/30/2000) | Actual Thru December 2000 | Actual As % of Revised | Final 2000 Amended Budget | Change From Latest Reforecast |
|---|---|---|---|---|---|---|---|---|
| | ***II. Business Value Added Activities*** | | | | | | | |
| **10101** | **City Commission** | | | | | | | |
| 5100 | Salaries & Benefits | $ 50,488 | $ 52,116 | $ 56,637 | $ 56,917 | 100% | $ 57,000 | $ 363 |
| 5200 | Operating Supplies | 11,732 | 12,000 | 14,000 | 11,861 | 85% | 12,000 | (2,000) |
| 5300 | Contractual Services | 26,636 | 50,000 | 40,000 | 30,541 | 76% | 31,000 | (9,000) |
| 5400 | Other Expenses | 7,106 | 9,600 | 9,600 | 8,813 | 92% | 9,000 | (600) |
| 5700 | Capital Outlays | 1,534 | - | 91 | 91 | 100% | 1,000 | 909 |
| 5900 | Other Financing Uses | - | - | - | - | N/A | - | - |
| | | $ 97,496 | $ 123,716 | $ 120,328 | $ 108,223 | 90% | $ 110,000 | $ (10,328) |
| **10102** | **City Promotions & Public Relations** | | | | | | | |
| 5100 | Salaries & Benefits | $ - | $ - | $ - | $ - | N/A | $ - | $ - |
| 5200 | Operating Supplies | - | 9,000 | 3,000 | - | 0% | - | (3,000) |
| 5300 | Contractual Services | - | 29,000 | 18,241 | 14,791 | 81% | 15,000 | (3,241) |
| 5400 | Other Expenses | - | - | - | - | N/A | - | - |
| 5700 | Capital Outlays | - | - | - | - | N/A | - | - |
| 5900 | Other Financing Uses | - | - | - | - | N/A | - | - |
| | | $ - | $ 38,000 | $ 21,241 | $ 14,791 | 70% | $ 15,000 | $ (6,241) |
| **10172** | **City Manager** | | | | | | | |
| 5100 | Salaries & Benefits | $ 163,409 | $ 169,629 | $ 173,188 | $ 172,284 | 99% | $ 173,000 | $ (188) |
| 5200 | Operating Supplies | 2,531 | 3,000 | 3,000 | 2,564 | 85% | 3,000 | - |
| 5300 | Contractual Services | 2,645 | 8,777 | 5,000 | 2,962 | 59% | 3,000 | (2,000) |
| 5400 | Other Expenses | 2,601 | 5,000 | 3,000 | 4,247 | 142% | 5,000 | 2,000 |
| 5700 | Capital Outlays | 82 | 4,000 | 2,000 | 1,814 | 91% | 2,000 | - |
| 5900 | Other Financing Uses | - | - | - | - | N/A | - | - |
| | | $ 171,268 | $ 190,406 | $ 186,188 | $ 183,871 | 99% | $ 186,000 | $ (188) |
| **10145** | **City Attorney** | | | | | | | |
| 5100 | Salaries & Benefits | $ - | $ - | $ - | $ - | N/A | $ - | $ - |
| 5200 | Operating Supplies | 400 | 400 | 480 | 480 | 100% | 1,000 | 520 |
| 5300 | Contractual Services | 341,368 | 350,000 | 350,000 | 384,201 | 110% | 385,000 | 35,000 |
| 5400 | Other Expenses | - | - | - | - | N/A | - | - |
| 5700 | Capital Outlays | - | - | - | - | N/A | - | - |
| 5900 | Other Financing Uses | - | - | - | - | N/A | - | - |
| | | $ 341,768 | $ 350,400 | $ 350,480 | $ 384,681 | 110% | $ 386,000 | $ 35,520 |
| | | $ 610,532 | $ 702,522 | $ 678,237 | $ 691,566 | 102% | $ 697,000 | $ 18,763 |
| **20173** | **Administration** | | | | | | | |
| 5100 | Salaries & Benefits | $ 124,412 | $ 125,398 | $ 137,316 | $ 137,659 | 100% | $ 138,000 | $ 684 |
| 5200 | Operating Supplies | 4,482 | 3,950 | 3,950 | 2,295 | 58% | 3,000 | (950) |
| 5300 | Contractual Services | 24,701 | 30,862 | 23,000 | 15,871 | 69% | 16,000 | (7,000) |
| 5400 | Other Expenses | 16,200 | 11,860 | 11,860 | 12,278 | 104% | 13,000 | 1,140 |
| 5700 | Capital Outlays | 298 | 1,500 | 1,500 | 581 | 39% | 1,000 | (500) |
| 5900 | Other Financing Uses | - | - | - | - | N/A | - | - |
| | | $ 170,093 | $ 173,570 | $ 177,626 | $ 168,684 | 95% | $ 171,000 | $ (6,626) |

**City of Muskegon**
**Final Amended 2000 Budget - General Fund**
**General Fund Expenditure Summary By Function**

| | | Actual 1999 | Original Budget Estimate 2000 | Last Budget Reforecast (9/30/2000) | Actual Thru December 2000 | Actual As % of Revised | Final 2000 Amended Budget | Change From Latest Reforecast |
|---|---|---|---|---|---|---|---|---|
| **20228** | **Affirmative Action** | | | | | | | |
| 5100 | Salaries & Benefits | $ 63,526 | $ 60,704 | $ 67,500 | $ 69,370 | 103% | $ 70,000 | $ 2,500 |
| 5200 | Operating Supplies | 517 | 500 | 500 | 506 | 101% | 1,000 | 500 |
| 5300 | Contractual Services | 2,109 | 5,000 | 3,500 | 2,334 | 67% | 3,000 | (500) |
| 5400 | Other Expenses | 3,295 | 6,000 | 3,000 | 2,801 | 93% | 3,000 | - |
| 5700 | Capital Outlays | - | 400 | 400 | 118 | 30% | 1,000 | 600 |
| 5900 | Other Financing Uses | - | - | - | - | N/A | - | - |
| | | $ 69,447 | $ 72,604 | $ 74,900 | $ 75,129 | 100% | $ 78,000 | $ 3,100 |
| **20744** | **Julia Hackley Internships** | | | | | | | |
| 5100 | Salaries & Benefits | $ 1,714 | $ 5,400 | $ 4,650 | $ 7,482 | 161% | $ 8,000 | $ 3,350 |
| 5200 | Operating Supplies | - | - | - | 718 | N/A | 1,000 | 1,000 |
| 5300 | Contractual Services | - | - | - | 711 | N/A | 1,000 | 1,000 |
| 5400 | Other Expenses | - | - | - | - | N/A | - | - |
| 5700 | Capital Outlays | - | - | - | - | N/A | - | - |
| 5900 | Other Financing Uses | - | - | - | - | N/A | - | - |
| | | $ 1,714 | $ 5,400 | $ 4,650 | $ 8,911 | 192% | $ 10,000 | $ 5,350 |
| **20215** | **City Clerk & Elections** | | | | | | | |
| 5100 | Salaries & Benefits | $ 190,040 | $ 211,190 | $ 234,190 | $ 218,883 | 93% | $ 219,000 | $ (15,190) |
| 5200 | Operating Supplies | 28,908 | 16,500 | 16,500 | 32,549 | 197% | 33,000 | 16,500 |
| 5300 | Contractual Services | 34,857 | 25,000 | 25,000 | 28,284 | 113% | 29,000 | 4,000 |
| 5400 | Other Expenses | 6,875 | 4,000 | 4,000 | 5,420 | 136% | 6,000 | 2,000 |
| 5700 | Capital Outlays | 5,006 | - | 1,200 | 2,551 | 213% | 3,000 | 1,800 |
| 5900 | Other Financing Uses | - | - | - | - | N/A | - | - |
| | | $ 265,686 | $ 256,690 | $ 280,890 | $ 287,687 | 102% | $ 290,000 | $ 9,110 |
| **20220** | **Civil Service** | | | | | | | |
| 5100 | Salaries & Benefits | $ 125,385 | $ 126,045 | $ 128,371 | $ 130,015 | 101% | $ 131,000 | $ 2,629 |
| 5200 | Operating Supplies | 15,052 | 6,700 | 6,700 | 6,339 | 95% | 7,000 | 300 |
| 5300 | Contractual Services | 71,530 | 40,137 | 40,137 | 39,839 | 99% | 40,000 | (137) |
| 5400 | Other Expenses | 7,890 | 8,000 | 38,000 | 42,287 | 111% | 43,000 | 5,000 |
| 5700 | Capital Outlays | 220 | 500 | 500 | 762 | 152% | 1,000 | 500 |
| 5900 | Other Financing Uses | - | - | - | - | N/A | - | - |
| | | $ 220,077 | $ 181,382 | $ 213,708 | $ 219,242 | 103% | $ 222,000 | $ 8,292 |
| | | $ 727,017 | $ 689,646 | $ 751,774 | $ 759,653 | 101% | $ 771,000 | $ 19,226 |
| **30202** | **Finance Administration** | | | | | | | |
| 5100 | Salaries & Benefits | $ 245,121 | $ 255,058 | $ 261,803 | $ 259,785 | 99% | $ 260,000 | $ (1,803) |
| 5200 | Operating Supplies | 8,336 | 7,233 | 9,450 | 9,334 | 99% | 10,000 | 550 |
| 5300 | Contractual Services | 61,633 | 68,200 | 64,450 | 64,594 | 100% | 65,000 | 550 |
| 5400 | Other Expenses | 3,280 | 2,800 | 3,200 | 2,385 | 75% | 3,000 | (200) |
| 5700 | Capital Outlays | 2,359 | 2,400 | 3,500 | 4,586 | 131% | 5,000 | 1,500 |
| 5900 | Other Financing Uses | - | - | - | - | N/A | - | - |
| | | $ 320,729 | $ 335,691 | $ 342,403 | $ 340,684 | 99% | $ 343,000 | $ 597 |
| **30209** | **Assessing Services** | | | | | | | |
| 5100 | Salaries & Benefits | $ 240,204 | $ 6,000 | $ 6,176 | $ 5,013 | 81% | $ 6,000 | $ (176) |
| 5200 | Operating Supplies | 3,131 | - | - | - | N/A | - | - |
| 5300 | Contractual Services | 114,601 | 341,500 | 341,500 | 340,213 | 100% | 341,000 | (500) |
| 5400 | Other Expenses | 3,900 | - | 100 | 80 | 80% | 1,000 | 900 |
| 5700 | Capital Outlays | 633 | - | - | - | N/A | - | - |
| 5900 | Other Financing Uses | - | - | - | - | N/A | - | - |
| | | $ 362,469 | $ 347,500 | $ 347,776 | $ 345,306 | 99% | $ 348,000 | $ 224 |

**City of Muskegon**
**Final Amended 2000 Budget - General Fund**
**General Fund Expenditure Summary By Function**

| | | Actual 1999 | Original Budget Estimate 2000 | Last Budget Reforecast (9/30/2000) | Actual Thru December 2000 | Actual As % of Revised | Final 2000 Amended Budget | Change From Latest Reforecast |
|---|---|---|---|---|---|---|---|---|
| **30205** | **Income Tax Administration** | | | | | | | |
| 5100 | Salaries & Benefits | $ 186,659 | $ 201,349 | $ 216,466 | $ 212,880 | 98% | $ 213,000 | $ (3,466) |
| 5200 | Operating Supplies | 24,897 | 26,076 | 26,076 | 18,875 | 72% | 19,000 | (7,076) |
| 5300 | Contractual Services | 34,271 | 40,000 | 35,000 | 34,550 | 99% | 35,000 | - |
| 5400 | Other Expenses | 1,003 | 3,000 | 3,000 | 1,288 | 43% | 2,000 | (1,000) |
| 5700 | Capital Outlays | 7,375 | 3,000 | 3,000 | 2,180 | 73% | 3,000 | - |
| 5900 | Other Financing Uses | - | - | - | - | N/A | - | - |
| | | $ 254,205 | $ 273,425 | $ 283,542 | $ 269,773 | 95% | $ 272,000 | $ (11,542) |
| **30253** | **City Treasurer** | | | | | | | |
| 5100 | Salaries & Benefits | $ 266,436 | $ 262,642 | $ 268,780 | $ 251,881 | 94% | $ 252,000 | $ (16,780) |
| 5200 | Operating Supplies | 28,340 | 24,710 | 24,710 | 38,165 | 154% | 39,000 | 14,290 |
| 5300 | Contractual Services | 44,557 | 39,543 | 39,543 | 55,546 | 140% | 56,000 | 16,457 |
| 5400 | Other Expenses | 1,096 | 1,211 | 1,211 | 1,264 | 104% | 2,000 | 789 |
| 5700 | Capital Outlays | 6,259 | 3,957 | 5,019 | 7,298 | 145% | 8,000 | 2,981 |
| 5900 | Other Financing Uses | - | - | - | - | N/A | - | - |
| | | $ 346,688 | $ 332,063 | $ 339,263 | $ 354,154 | 104% | $ 357,000 | $ 17,737 |
| **30248** | **Information Systems Administration** | | | | | | | |
| 5100 | Salaries & Benefits | $ 131,588 | $ 160,663 | $ 168,848 | $ 167,381 | 99% | $ 168,000 | $ (848) |
| 5200 | Operating Supplies | 4,832 | 3,778 | 7,665 | 6,695 | 87% | 7,000 | (665) |
| 5300 | Contractual Services | 42,033 | 51,057 | 44,041 | 38,925 | 88% | 39,000 | (5,041) |
| 5400 | Other Expenses | 18,650 | 14,000 | 10,076 | 10,689 | 106% | 11,000 | 924 |
| 5700 | Capital Outlays | 67,921 | 41,232 | 49,275 | 52,283 | 106% | 53,000 | 3,725 |
| 5900 | Other Financing Uses | - | - | - | - | N/A | - | - |
| | | $ 265,024 | $ 270,730 | $ 279,905 | $ 275,973 | 99% | $ 278,000 | $ (1,905) |
| | | $ 1,549,115 | $ 1,559,409 | $ 1,592,889 | $ 1,585,890 | 100% | $ 1,598,000 | $ 5,111 |
| **60265** | **City Hall Maintenance** | | | | | | | |
| 5100 | Salaries & Benefits | $ 63,925 | $ 57,664 | $ 60,706 | $ 63,273 | 104% | $ 64,000 | $ 3,294 |
| 5200 | Operating Supplies | 13,874 | 13,315 | 13,315 | 11,926 | 90% | 12,000 | (1,315) |
| 5300 | Contractual Services | 161,699 | 177,034 | 177,034 | 184,471 | 104% | 185,000 | 7,966 |
| 5400 | Other Expenses | 67 | 500 | 500 | 395 | 79% | 1,000 | 500 |
| 5700 | Capital Outlays | 8,607 | 11,377 | 11,377 | 3,422 | 30% | 4,000 | (7,377) |
| 5900 | Other Financing Uses | - | - | - | - | N/A | - | - |
| | | $ 248,172 | $ 259,890 | $ 262,932 | $ 263,487 | 100% | $ 266,000 | $ 3,068 |
| | | $ 248,172 | $ 259,890 | $ 262,932 | $ 263,487 | 100% | $ 266,000 | $ 3,068 |
| **80400** | **Planning, Zoning and Economic Development** | | | | | | | |
| 5100 | Salaries & Benefits | $ 370,871 | $ 390,174 | $ 408,569 | $ 395,554 | 97% | $ 396,000 | $ (12,569) |
| 5200 | Operating Supplies | 31,621 | 19,200 | 19,200 | 16,283 | 85% | 17,000 | (2,200) |
| 5300 | Contractual Services | 102,933 | 79,000 | 79,000 | 78,924 | 100% | 79,000 | - |
| 5400 | Other Expenses | 10,591 | 12,162 | 9,500 | 7,746 | 82% | 8,000 | (1,500) |
| 5700 | Capital Outlays | 2,146 | 2,000 | 1,588 | 3,018 | 190% | 4,000 | 2,412 |
| 5900 | Other Financing Uses | - | - | - | - | N/A | - | - |
| | | $ 518,162 | $ 502,536 | $ 517,857 | $ 501,525 | 97% | $ 504,000 | $ (13,857) |
| | | $ 518,162 | $ 502,536 | $ 517,857 | $ 501,525 | 97% | $ 504,000 | $ (13,857) |
| | **Total Business Value Added Activities** | $ 3,652,998 | $ 3,714,003 | $ 3,803,689 | $ 3,802,121 | 100% | $ 3,836,000 | $ 32,311 |
| | **As a Percent of Total General Fund Expenditures** | 16.6% | 17.0% | 17.2% | 17.2% | | 17.2% | |

**City of Muskegon**
**Final Amended 2000 Budget - General Fund**
**General Fund Expenditure Summary By Function**

| | | Actual 1999 | Original Budget Estimate 2000 | Last Budget Reforecast (9/30/2000) | Actual Thru December 2000 | Actual As % of Revised | Final 2000 Amended Budget | Change From Latest Reforecast |
|---|---|---|---|---|---|---|---|---|
| | ***II. Fixed Budget Items*** | | | | | | | |
| **30851** | **General Insurance** | $ 222,763 | $ 225,000 | $ 270,000 | $ 249,757 | 93% | $ 250,000 | $ (20,000) |
| **30906** | **Debt Retirement** | 340,604 | 308,812 | 430,000 | 407,835 | 95% | 408,000 | (22,000) |
| **10891** | **Contingency and Bad Debt Expense** | 212,696 | 450,000 | 250,000 | - | 0% | 150,000 | (100,000) |
| **30999** | **Transfers To Other Funds** | 1,108,742 | 1,215,000 | 1,161,196 | 1,170,390 | 101% | 1,200,000 | 38,804 |
| **90000** | **Major Capital Improvements** | 402,954 | 175,000 | 25,000 | 24,934 | 100% | 25,000 | - |
| | **Total Off-Budget Items** | $ 2,287,759 | $ 2,373,812 | $ 2,136,196 | $ 1,852,916 | 87% | $ 2,033,000 | $ (103,196) |
| | **As a Percent of Total General Fund Expenditures** | **10.4%** | **10.9%** | **9.7%** | **8.4%** | | **9.1%** | |
| | **Total General Fund** | $ 22,011,879 | $ 21,874,704 | $ 22,118,697 | $ 22,048,560 | 100% | $ 22,299,000 | $ 180,303 |

| | | Actual 1999 | Original Budget Estimate 2000 | Last Budget Reforecast (9/30/2000) | Actual Thru December 2000 | Actual As % of Revised | Final 2000 Amended Budget | Change From Latest Reforecast |
|---|---|---|---|---|---|---|---|---|
| | **Recap: Total General Fund By Expenditure Object** | | | | | | | |
| 5100 | Salaries & Benefits | $ 12,873,899 | $ 12,820,364 | $ 12,782,269 | $ 12,678,843 | 99% | $ 12,695,000 | $ (87,269) |
| 5200 | Operating Supplies | 644,655 | 570,683 | 610,821 | 719,038 | 118% | 732,000 | 121,179 |
| 5300 | Contractual Services | 6,002,539 | 6,377,974 | 6,508,928 | 6,417,038 | 99% | 6,583,000 | 74,072 |
| 5400 | Other Expenses | 170,318 | 167,836 | 194,750 | 185,789 | 95% | 198,000 | 3,250 |
| 5700 | Capital Outlays | 871,122 | 414,035 | 430,733 | 469,627 | 109% | 483,000 | 52,267 |
| 5900 | All Other Financing Uses | 1,449,346 | 1,523,812 | 1,591,196 | 1,578,225 | 99% | 1,608,000 | 16,804 |
| | **Total General Fund** | $ 22,011,879 | $ 21,874,704 | $ 22,118,697 | $ 22,048,560 | 100% | $ 22,299,000 | $ 180,303 |

City of Muskegon
2000 Final Amended Budget - Other Budgeted Funds

| | | Actual 1999 | Original Budget Estimate 2000 | Last Budget Reforecast (9/30/2000) | Actual Thru December 2000 | Final 2000 Ameded Budget | Change From Latest Reforecast |
|---|---|---|---|---|---|---|---|
| | **Other Budgeted Funds - Revenues** | | | | | | |
| | **Special Revenue Funds:** | | | | | | |
| 202 | **Motor Vehicle Highway - Major** | $ 3,269,329 | $ 13,598,325 | $ 3,068,325 | $ 3,535,939 | $ 3,535,900 | $ 467,575 |
| 203 | **Motor Vehicle Highway - Local** | 1,382,791 | 1,220,034 | 1,350,034 | 1,614,336 | 1,614,300 | 264,266 |
| 254 | **LC Walker Arena** | 845,915 | 877,000 | 861,370 | 855,101 | 855,100 | (6,270) |
| 211 | **Police Training Fund** | 18,621 | 30,000 | 30,000 | 36,286 | 36,200 | 6,200 |
| 230 | **Enterprise Community Fund** | 413,835 | 561,717 | 200,000 | - | - | (200,000) |
| 257 | **Budget Stabilization Fund** | - | - | - | - | - | - |
| 260 | **Land Reutilization Fund** | 1,030 | 1,000 | 1,000 | 1,264 | 1,200 | 200 |
| 255 | **Westshore Pavillion Fund** | - | - | - | 23,000 | 23,000 | 23,000 |
| 285 | **Tree Replacement Fund** | 2,953 | 2,700 | 2,700 | 5,223 | 5,200 | 2,500 |
| 264 | **Criminal Forfeitures Fund** | 114,680 | 75,000 | 75,000 | 94,897 | 94,800 | 19,800 |
| 289 | **Local Development Finance Authority I** | 503 | 100 | 100 | 36 | - | (100) |
| 288 | **Local Development Finance Authority II** | 536,134 | 550,000 | 550,000 | 522,128 | 522,100 | (27,900) |
| | | $ 6,585,791 | $ 16,915,876 | $ 6,138,529 | $ 6,688,210 | $ 6,687,800 | $ 549,271 |
| | **Debt Service Funds:** | | | | | | |
| 305 | **TIFA Debt Service** | $ 268,302 | $ 190,000 | $ 190,000 | $ 144,807 | $ 144,800 | $ (45,200) |
| 394 | **Downtown Development Authority** | 874,279 | 630,000 | 630,000 | 972,239 | 972,200 | 342,200 |
| 399 | **Downtown Development Authority SF** | 47,373 | 220,000 | 220,000 | 223,618 | 223,600 | 3,600 |
| 306 | **Special Assessment Debt** | 480,493 | 200,000 | 200,000 | 329,118 | 329,100 | 129,100 |
| | | $ 1,670,447 | $ 1,240,000 | $ 1,240,000 | $ 1,669,782 | $ 1,669,700 | $ 429,700 |
| | **TOTAL OTHER BUDGETED FUND REVENUES** | $ 8,256,238 | $ 18,155,876 | $ 7,378,529 | $ 8,357,992 | $ 8,357,500 | $ 978,971 |
| | **Other Budgeted Funds - Expenditures** | | | | | | |
| | **Special Revenue Funds:** | | | | | | |
| 202 | **Motor Vehicle Highway - Major** | $ 4,071,148 | $ 8,915,501 | $ 4,845,324 | $ 4,135,613 | $ 4,136,000 | $ (709,324) |
| 203 | **Motor Vehicle Highway - Local** | 1,489,951 | 1,371,673 | 1,431,586 | 1,574,117 | 1,575,000 | 143,414 |
| 254 | **LC Walker Arena** | 842,782 | 876,844 | 861,232 | 854,666 | 855,000 | (6,232) |
| 211 | **Police Training Fund** | 18,621 | 30,000 | 30,000 | 36,286 | 37,000 | 7,000 |
| 230 | **Enterprise Community Fund** | 413,835 | 561,717 | 200,000 | 633 | 1,000 | (199,000) |
| 257 | **Budget Stabilization Fund** | - | - | - | - | - | - |
| 260 | **Land Reutilization Fund** | - | 1,000 | 1,000 | - | - | (1,000) |
| 255 | **Westshore Pavillion Fund** | - | - | - | 1,764 | 2,000 | 2,000 |
| 285 | **Tree Replacement Fund** | - | 3,100 | 3,100 | - | - | (3,100) |
| 264 | **Criminal Forfeitures Fund** | 112,154 | 75,000 | 75,000 | 88,317 | 89,000 | 14,000 |
| 289 | **Local Development Finance Authority I** | 14,152 | 357 | 357 | 17 | 1,000 | 643 |
| 288 | **Local Development Finance Authority II** | 147,137 | 1,000,000 | 1,000,000 | 164,700 | 1,000,000 | - |
| | | $ 7,109,780 | $ 12,835,192 | $ 8,447,599 | $ 6,856,113 | $ 7,696,000 | $ (751,599) |
| | **Debt Service Funds:** | | | | | | |
| 305 | **TIFA Debt Service** | $ 203,775 | $ 204,000 | $ 204,000 | $ 187,975 | $ 188,000 | $ (16,000) |
| 394 | **Downtown Development Authority** | 955,286 | 632,000 | 632,000 | 869,350 | 870,000 | 238,000 |
| 399 | **Downtown Development Authority SF** | 60,598 | 5,000 | 5,000 | 132,572 | 133,000 | 128,000 |
| 306 | **Special Assessment Debt** | 350,751 | 280,540 | 280,540 | 297,646 | 298,000 | 17,460 |
| | | $ 1,570,410 | $ 1,121,540 | $ 1,121,540 | $ 1,487,543 | $ 1,489,000 | $ 367,460 |
| | **TOTAL OTHER BUDGETED FUND EXPENDITURE** | $ 8,680,190 | $ 13,956,732 | $ 9,569,139 | $ 8,343,656 | $ 9,185,000 | $ (384,139) |

**Commission Meeting Date: February 13, 2001**

**Date:** **February 6, 2001**

**To:** **Honorable Mayor and City Commissioners**

**From:** **Planning & Economic Development** CbC

**RE:** **Purchase of 420 W. Delano - Seaway Industrial Park**

---

SUMMARY OF REQUEST:

To purchase property located at 420 W. Delano Street pursuant to the City of Muskegon goal of creating the Seaway Industrial Park. This request is pursuant to a purchase agreement signed by Edward and Patricia Shappee, 420 W. Delano Street, Muskegon, Michigan on February 6, 2001. The purchase price is $62,000.

FINANCIAL IMPACT:

State of Michigan Urban Land Assembly 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 420 W. Delano Street for the development of the Seaway Industrial Park.

COMMITTEE RECOMMENDATION:

None

Resolution No. 2001-17(j)

**MUSKEGON CITY COMMISSION**

RESOLUTION APPROVING ACQUISITION OF PROPERTY AT 420 W. DELANO STREET FOR $62,000

WHEREAS, the City of Muskegon and Edward and Patricia Shappee have entered into a purchase agreement for property located at 420 W. Delano Street, Muskegon, MI; and

WHEREAS, the purchase of property located at 420 W. Delano 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 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 420 W. Delano Street, Muskegon, Michigan for the amount of $62,000.

Adopted this 13th day of February 2001.

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

NAYS: None

ABSENT: None

BY: Fred J. Nielsen
Fred J. Nielsen, Mayor

ATTEST: Gail Kundinger
Gail Kundinger, 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 February 13, 2001.

Gail Kundinger

Gail Kundinger, Clerk

## REAL ESTATE PURCHASE AGREEMENT

THIS AGREEMENT is made FEBRUARY 13, 2001, by and between **Edward Shappee and Patricia Shappee,** Husband and Wife, of 420 W. Delano Ave., Muskegon, MI 49444, (collectively "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:

*Lot 11, Block 1 of Young & Williams Addition*

Subject to 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 Sixty two thousand Dollars ($62,000.00) Dollars, payable in cash or city check to Buyer at Closing.

3. **Partial Waiver of Public Acquisition and Relocation Requirements**. Seller understands that this sale constitutes an acquisition for a public purpose, and that Buyer may be subject to the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, as well as the Uniform Condemnation Procedures Act of the State of Michigan. Seller has received a copy of the city's appraisal, and is fully aware of the market value of the property and believes the price and terms of this sale, which exceed the appraised value as shown, reflect that value. Seller waives any further written notice of value or further written offer. Seller and Buyer acknowledge entitlement to relocation assistance payments to Seller and/or Tenants as may be required and appropriate. Seller has received a copy of the publication: "Your Rights and Benefits When Displaced by a Transportation Project," published by the Michigan Department of Transportation, which accurately sets forth the relocation benefits applicable to this project. Further, Sellers acknowledge that they have agreed to Relocation costs of $10,567.00 and fixed moving costs of $1,150.00, to be paid at closing or at the time costs are incurred.

4. **Taxes and Assessments.** All taxes, assessments, interest, fees or penalties thereon 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.

5. **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 are, 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 to 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 any improvements on the property . 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:

a. 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.

b. 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.

c. 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. **<u>Condition of Premises and Examination by Buyer</u>.** 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 BUYER HAS PERSONALLY INSPECTED THE PREMISES AND IS SATISFIED WITH THE CONDITION OF THE LAND, AND THE BUILDINGS AND IMPROVEMENTS THEREON.

9. **<u>Real Estate Commission</u>.** 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.

11. **<u>Closing</u>.** 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 as needed.

12. **<u>Delivery of Deed</u>.** Seller shall execute and deliver a warranty deed to Buyer at Closing for the Premises.

13. **<u>Affidavit of Title</u>.** At the Closing, Seller shall deliver to Buyer an executed Affidavit of Title.

14. **<u>Date of Possession</u>.** Possession of Premises is to be delivered to Buyer by Seller on the date of Closing.

15. **<u>Costs</u>.** Buyer shall be responsible to pay the Michigan and County transfer taxes in the amounts 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, and all other costs of closing, except for taxes, assessments, interest, fees or penalties thereon required to be paid by Sellers.

16. **<u>General Provisions</u>.**

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

BUYER: CITY OF MUSKEGON

By Fred J. Nielsen
Fred J. Nielsen, Mayor

By Gail A. Kundinger
Gail A. Kundinger, Clerk

SELLER:

Edward Shappee
(SS# 384-42-3083)

Patricia L. Shappee
Patricia Shappee
(SS# 383-36-4109)

**Commission Meeting Date: February 13, 2001**

**Date:** **February 13, 2001**

**To:** **Honorable Mayor and City Commissioners**

**From:** **Planning & Economic Development**

**RE:** **Purchase of Norwood Property - Seaway Industrial Park**

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SUMMARY OF REQUEST:

To purchase vacant property (commonly known as the Norwood Property) along Seaway Drive and Hackley Avenue. This request is consistent with the City of Muskegon goal to develop the Seaway Industrial Park and pursuant to a purchase agreement signed by Ernest K. and Ernest R. Norwood , Muskegon, Michigan on February 10, 2001. The purchase price is Two Hundred and Forty-Six Thousand Two Hundred Dollars ($246,200).

FINANCIAL IMPACT:

State of Michigan Urban Land Assembly and U.S. Economic Development Administration grant 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 the "Norwood Property" for the development of the Seaway Industrial Park.

COMMITTEE RECOMMENDATION:

None

Resolution No. 2001-17(k)

**MUSKEGON CITY COMMISSION**

RESOLUTION APPROVING ACQUISITION OF NORWOOD PROPERTY FOR $246,200

WHEREAS, the City of Muskegon and Ernest R. and Ernest K. Norwood have entered into a purchase agreement for property commonly known as the Norwood Property, Muskegon, MI to wit:

Parcel One: Easterly 200 feet of West 426.07 feet of South 546.5 feet of Southeast ¼ of Northwest ¼ Section 31, T10N, R16W, except South 49.5 feet thereof.

Parcel Two: Commencing at intersection of East line of Glade Street and North line of Lyman Street in Plat of Albert and Holthe Subdivision, thence East 172.3 feet to Westerly right-of-way line of Pere Marquette Railroad, said point beginning hereinafter referred to as Point A. Recommence at place of beginning, thence South along the East line of Glade Street (being also the West line of the Southeast ¼ of the Northwest fractional ¼) 499 feet, thence East 506.6 feet more or less to Westerly right-of-way line of Pere Marquette Railroad, thence NWly along the Wly r-o-w line of C&O railroad which is due East from SE corner Lot 9, Block 2 of Albert and Holthe subdivision, thence SEly along said railroad r-o-w 150 feet, thence Swly at right angle to said r-o-w line 17 feet, thence Nwly at a distance of 17 feet from measured at right angle and parallel to said r-o-w 160 feet more or less to a point of beginning, Section 31 T10N R16W

Parcel Three: All that part of the North ½ of the SE ¼ of the NW ¼, Section 31, T10N, R16W, described as beginning at a point on the East line of Glade Street at the NE corner of Lyman Street extended Ely and Glade Street, thence Nly along said East line of Glade Street to a point on a line which is 50 feet Swly of, and measured at right angles and parallel to centerline of Pere Marquette Railroad main track, thence Sely and parallel to centerline to said main track to a point which is directly opposite and East of point of beginning, thence West to point of beginning

WHEREAS, the purchase of the Norwood property, 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 and U.S. Economic Development Administration grant funds for the purchase of the subject property.

NOW THEREFORE BE IT RESOLVED that the Muskegon City Commission does authorize purchase of property commonly known as the Norwood Property, Muskegon, Michigan for the amount of $246,200.

Adopted this 13th day of February 2001.

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

NAYS: None

ABSENT: None

BY: Fred J. Nielsen
Fred J. Nielsen, Mayor

ATTEST: Gail Kundinger
Gail Kundinger, 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 February 13, 2001.

Gail Kundinger

Gail Kundinger, Clerk

2001-17 (K)

(proposed 2/9/01 (p.m.)

# REAL ESTATE PURCHASE AGREEMENT

THIS AGREEMENT is made FEBRUARY 13, 2001, by and between **Ernest R. Norwood a married man, and Ernest K. Norwood, a married man,** of 420 Carmen Drive, Spring Lake, MI 49456, (collectively "Seller"), holding as joint tenants with full right of survivorship and not as tenants in common, 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 leases, 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:

The legal description of the property is attached as Exhibit A

Subject to 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; Earnest Money.** The purchase price for the Premises shall be Two Hundred Forty Six Thousand Two Hundred and no/100 ($246,200.00) Dollars, payable in cash or city check to Buyer at Closing. Upon execution of this agreement by both parties, Buyer shall deposit with Transnation Title Insurance Co. earnest money in the amount of $10,000.00, which shall be credited against the money required for purchase at closing.

a. Earnest Money. Buyer shall pay Seller $10,000 as earnest money payable upon the signing of this Agreement ("Earnest Money"). The Earnest Money shall be deposited with the Title Insurance Company and held in accordance with a letter of instructions reflecting this agreement from Buyer. It is expressly understood and agreed that the Earnest Money shall be returned to Buyer if Seller is unable to comply with the terms of this Agreement, or if the transaction is cancelled because of Buyer's decision as a result of the environmental investigation referred to in this agreement. Otherwise, the Earnest Money shall be applied to the purchase price at closing. In the event Buyer shall fail to close this Agreement for any reason other than the environmental investigation, which reason constitutes a breach of this agreement, Seller may retain the Earnest Money as liquidated damages and its sole remedy.

3. **Partial Waiver of Public Acquisition and Relocation Requirements**. Seller understands that this sale constitutes an acquisition for a public purpose, and that Buyer may be subject to the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, as well as the Uniform Condemnation Procedures Act of the State of

Michigan. Seller has received a copy of the city's appraisal, and is fully aware of the market value of the property and believes the price and terms of this sale, which exceed the appraised value as shown, reflect that value. Seller waives any further written notice of value or further written offer. Seller and Buyer acknowledge entitlement to relocation assistance payments to Seller and/or Tenants as may be required and appropriate, however the property is vacant, except for the billboard which is subject to a lease, which is being assigned to the Buyer. Seller has received a copy of the publication: "When a Public Agency Acquires Your Property," published by the United States Department of Housing and Urban Development, and Seller and Tenants have received a copy of the publication: "Your Rights and Benefits When Displaced by a Transportation Project," published by the Michigan Department of Transportation, which accurately sets forth the relocation benefits applicable to this project.

4. **Taxes and Assessments**. All taxes, assessments, interest, fees or penalties thereon 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.

5. **Title Insurance**. Seller agrees to deliver to Buyer's attorney, three (3) businessdays 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 are, 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 to 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.

6.. **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 any improvements on the property . Any personal property which is left on the Premises shall be the property of Buyer who may dispose of same, except to the extent that the billboard, subject to the lease being assigned to the buyer, is the property of the billboard company/lessee.

7. **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.

8. **Environmental Matters.** Seller represents to Buyer as follows:

a. 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 during Seller's ownership.

b. Seller has not disposed of any hazardous or toxic substances on or in the Premises, to the best of Seller's knowledge, except fill sand was deposited on part of the property which may or may not have contained contamination, unknown to Seller.

c. To the best of Seller's knowledge, the Premises does not include any "underground storage tank," as that term is defined by state or federal law. Seller knows of no such installation during its ownership or occupancy of the property.

d. **Due Diligence by Buyer.** Buyer may elect to have performed a Baseline Environmental Assessment (BEA) before closing, and for that purpose is granted the right of entry on the property for the performance of any and all investigations and testing by consultants of Buyer's choice. Said election shall be communicated in writing to Seller by any reasonable means. Buyer may, as a result of the findings from such investigation and testing, determine in its sole discretion to terminate this agreement without further liability for either party.

The above representations shall be deemed to have been made again by Seller as of the Closing.

9. **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 REPRESENTATIONS CONTAINED IN THIS PURCHASE AGREEMENT; ALSO SUBJECT TO THE REPRESENTATION OF SELLER THAT,TO THE BEST OF SELLER'S KNOWLEDGE, NO HAZARDOUS SUBSTANCES HAVE BEEN PLACED ON THE PREMISES DURING ITS OWNERSHIP OR OCCUPANCY. BUYER FURTHER SAYS THAT BUYER HAS PERSONALLY INSPECTED THE PREMISES AND IS SATISFIED WITH THE CONDITION OF THE LAND, AND THE BUILDINGS AND IMPROVEMENTS THEREON.

10. **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.

11. **Closing.** The final closing date of this sale shall be on or before April 1, 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 as needed. Prior to the final closing date, the parties shall close this transaction in escrow, at Transnation Title Insurance Co., by the deposit of the purchase price and all necessary documents, no later than March 7, 2001. All funds deposited in escrow shall be returned to Buyer in the event Buyer determines, in its sole discretion, that the environmental investigations it has performed indicate that the property is not appropriate for Buyer to acquire.

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

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

14. **Date of Possession.** Possession of Premises is to be delivered to Buyer by Seller on the date of Closing, subject to the billboard lessee rights.

15. **Costs.** Buyer shall be responsible to pay the Michigan and County transfer taxes in the amounts 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, and all other costs of closing, except for taxes, assessments, interest, fees or penalties thereon required to be paid by Sellers.

16. **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.

h. **Billboard Lease.** The billboard lease shall not be negotiated for renewal during the period before closing except on terms that are at least equivalent in price as the previous agreement, and for no longer term than Buyer approves.

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

WITNESSES:

Linda Potter
Linda Potter

Jo Ann Krukowski
Jo Ann Krukowski

2-10-2001

BUYER: CITY OF MUSKEGON

By ______________________
Fred J. Nielsen, Mayor

By Gail A. Kundinger
Gail A. Kundinger, Clerk

SELLER(S)

Ernest R. Norwood
Ernest R. Norwood (SS# 378-28-2199)

Ernest K. Norwood
Ernest K. Norwood (SS# 324 62 8823)

# Exhibit A

Legal Descriptions of the Property

PARCEL 61-31-31-100-016: New Parcel # 61-24-131-100-0015-00

Easterly 200 feet of West 426.07 feet of South 546.5 feet of Southeast 1/4 of Northwest 1/4, Section 31, T10N, R16W, except South 49.5 feet thereof.

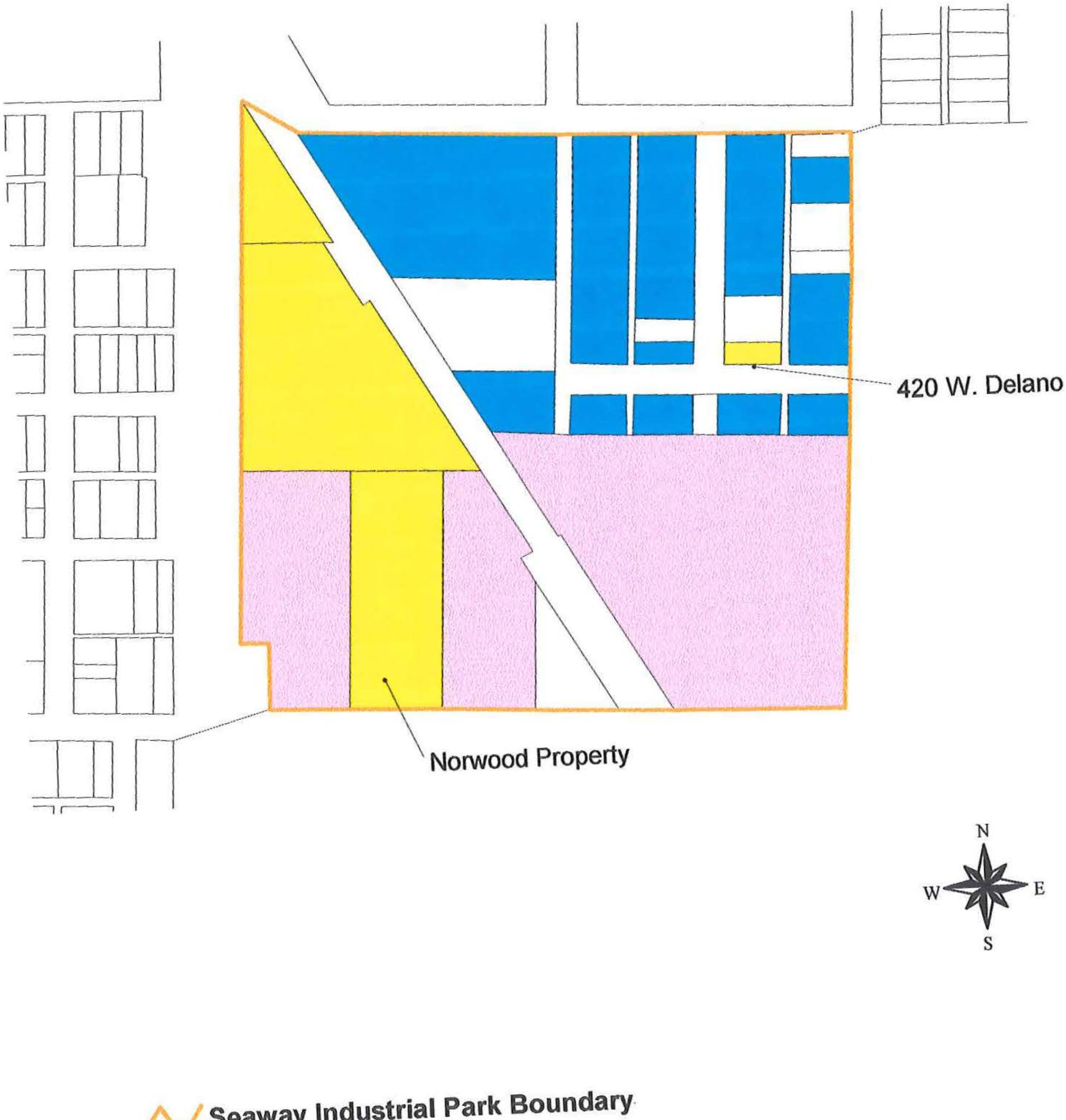
PARCEL 61-31-31-100-006: New Parcel # 61-24-131-100-0007-00

Commencing at intersection of East line of Glade Street and North line of Lyman Street in Plat of Albert and Holthe Subdivision, thence East 172.3 feet to Westerly right-of-way line of Pere Marquette Railroad, said point being hereinafter referred to as point A. Recommence at place of beginning, thence South along the East line of Glade Street (being also the West line of Southeast 1/4 of Northwest fractional 1/4) 499 feet, thence East 506.6 feet more or less to Westerly right-of-way line of Pere Marquette Railroad, thence Northwesterly along westerly right-of-way line of said railroad to point A, except commencing at a point on Northwesterly right-of-way line of C&O Railroad which is due East from Southeast corner Lot 9, Block 2 of Albert & Holthe Subdivision, thence Southeasterly along said railroad right-of-way 150 feet, thence Southwesterly at right angle to said right-of-way line 17 feet, thence northwesterly at a distance of 17 feet from measured at right angle and parallel to said right-of-way 160 feet more or less to a point which is due West from place of beginning, thence due East to place of beginning, Section 31 T10N R16W.

PARCEL 61-31-31-100-005: New Parcel # 61-24-131-100-0006-00

All that part of the North 1/2 of the Southeast 1/4 of the Northwest 1/4, Section 31, T10N, R16W, described as beginning at a point on the East line of Glade Street at the Northeast corner of Lyman Street extended Easterly and Glade Street, thence Northerly along said East line of Glade Street to a point on a line which is 50 feet Southwesterly of, and measured at right angles and parallel to centerline of Pere Marquette Railroad main track, thence Southeasterly and parallel to said main track to a point which is directly opposite and East of point of beginning, thence West to point of beginning.

# Seaway Industrial Park - Property Acquisition (as of February 12, 2001)




Seaway Industrial Park Boundary

Property Acquired
Currently Industrial
Future Acquisitions

Norma
722-1425

February 9, 2001

City of Muskegon
City Council
Attn: Gail Kundinger

Dear Gail:

I am writing this letter to request the consideration of the council regarding a resolution for a charitable gaming license for The West Michigan Children's Museum.

On March 31, 2001 we are planning to hold a raffle during the last home game of The Muskegon Fury at the L.C. Walker Arena. We will be awarding a vintage 1975 Schwinn Sting-ray bicycle, valued at between $300 and $500. The proceeds will benefit the West Michigan Children's Museum.

The State Gaming License Board requests a resolution from the local body of government stating recognition of our organization as a local non-profit group. Enclosed please find a copy of our 501(C)(3) information.

Thank you for your time and consideration. We will look forward to hearing from you.

Sincerely,

Marty Mattson

Marty Mattson
Board President

RECEIVED
FEB - 9 2001
City Clerks Office

**West Michigan Children's Museum**
P.O. Box 1786, Muskegon, Michigan 49443-1786
Phone: (231) 722-1425

INTERNAL REVENUE SERVICE
DISTRICT DIRECTOR
P. O. BOX 2508
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: 17 OCT 1997

WEST MICHIGAN CHILDRENS MUSEUM
P.O. BOX 1786
MUSKEGON, MI 49443-1786

Employer Identification Number:
38-3071925
DLN:
17053137755007
Contact Person:
PETER KICZEK
Contact Telephone Number:
(718) 488-2975
Our Letter Dated:
February 1993
Addendum Applies:
No

Dear Applicant:

This modifies our letter of the above date in which we stated that you would be treated as an organization that is not a private foundation until the expiration of your advance ruling period.

Your exempt status under section 501(a) of the Internal Revenue Code as an organization described in section 501(c)(3) is still in effect. Based on the information you submitted, we have determined that you are not a private foundation within the meaning of section 509(a) of the Code because you are an organization of the type described in section 509(a)(1) and 170(b)(1)(A)(vi).

Grantors and contributors may rely on this determination unless the Internal Revenue Service publishes notice to the contrary. However, if you lose your section 509(a)(1) status, a grantor or contributor may not rely on this determination if he or she was in part responsible for, or was aware of, the act or failure to act, or the substantial or material change on the part of the organization that resulted in your loss of such status, or if he or she acquired knowledge that the Internal Revenue Service had given notice that you would no longer be classified as a section 509(a)(1) organization.

As of January 1, 1984, you are liable for taxes under the Federal Insurance Contributions Act (social security taxes) on remuneration of $100 or more you pay to each of your employees during a calendar year. You are not liable for the tax imposed under the Federal Unemployment Tax Act (FUTA).

You are required to file Form 990 only if your gross receipts each year are normally more than $25,000. For guidance in determining whether your gross receipts are "normally" more than $25,000, see the instructions for Form 990. If a return is required, it must be filed by the 15th day of the fifth month after the end of your annual accounting period. A penalty of $20 a day is charged when a return is filed late, unless there is reasonable cause for the delay. However, the maximum penalty charged cannot exceed $10,000 or 5 percent of your gross receipts for the year, whichever is less. For organizations with gross receipts exceeding $1,000,000 in any year, the penalty is $100 per day per return, unless there is reasonable cause for the delay. The maximum penalty for an organization with gross receipts exceeding $1,000,000 shall not exceed $50,000. This penalty may also be charged if a return is not complete, so please be sure your return is complete before you file it.

WEST MICHIGAN CHILDRENS MUSEUM

If we have indicated in the heading of this letter that an addendum applies, the addendum enclosed is an integral part of this letter.

Because this letter could help resolve any questions about your private foundation status, please keep it in your permanent records.

If you have any questions, please contact the person whose name and telephone number are shown above.

Sincerely yours,

District Director

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

2001-18(a)

# LOCAL GOVERNING BODY RESOLUTION FOR CHARITABLE GAMING LICENSES

(Required by MCL.432.103(9))

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

called to order by Mayor Nielsen on February 13, 2001 (DATE)

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

Moved by Commissioner Shepherd and supported by Commissioner Aslakson

that the request from West Michigan Children's Museum (NAME OF ORGANIZATION) of Muskegon (CITY),

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

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

gaming license, be considered for Approval (APPROVAL/DISAPPROVAL).

| | APPROVAL | | DISAPPROVAL |
|---|---|---|---|
| Yeas: | 7 | Yeas: | |
| Nays: | 0 | Nays: | |
| Absent: | 0 | Absent: | |

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

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

meeting held on February 13, 2001 (DATE).

SIGNED: Gail A. Kundinger (TOWNSHIP, CITY, OR VILLAGE CLERK)

Gail A. Kundinger, City Clerk (PRINTED NAME AND TITLE)

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



COMPLETION: Required.
PENALTY: Possible denial of application.

BSL-CG-1153(R8/00)

City of Muskegon
Muskegon County, Michigan

**ORDINANCE NO. 2040**

The City Commission of the City of Muskegon hereby ORDAINS:

Appendix B of the Code of Ordinances of the City of Muskegon concerning the General Employees Retirement System is amended as follows:

1. **Voluntary Retirement Conditions:**

**Section 5.1**. A person may retire upon satisfaction of each of the following requirements:

(1) The person has filed written application for retirement with the board of trustees not less than 30 days nor more than 90 days prior to the date retirement is to be effective;

(2) The person terminates all city employment prior to the date retirement is to be effective;

(3) The person has met an applicable age and service condition for retirement.

The age and service conditions for voluntary retirement are as follows:

(1) *Benefit group general.* The person has either:

(i) If represented by a labor organization at the time of retirement or separation from service, attained age sixty (60) years or older and has ten (10) or more years of credited service in force, or

(ii) If not represented by a labor organization at the time of retirement or separation from service, attained age sixty (60) years or older and has five (5) or more years of credited service in force, or

(iii) Attained age fifty-five (55) years or older and has thirty (30) or more years of credited service in force, or

(iv) Attained age fifty-four (54) years and has twenty-six (26) or more years of credited service in force. A person may only qualify under this subsection if the person is a non-bargaining unit employee that retires prior to December 31, 1987; or

(v) Effective January 1, 1995, attained age sixty (60) years or older and has five (5) or more years of credited service in force and is represented by the Public Employees of the Southwestern Michigan Clerical and Technical Union (clerical and technical employees) at the time of retirement or separation from service; or

(vi) Effective January 1, 2001 and if not represented by a labor organization at the time of retirement or separation from service, attained age fifty-five (55) years or older and has twenty-five (25) or more years of credited service in force.

Upon retirement as provided in this section a person shall be paid a pension computed according to Section 6.

This ordinance adopted:

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

Adoption Date: 2-13-01
Effective Date: 3-3-01
First Reading: 12-12-00
Second Reading: 1-9-01
Third Reading: 2-13-01

CITY OF MUSKEGON

By: Gail A. Kundinger
Gail A. Kundinger
City Clerk

**CERTIFICATE**

The undersigned, being the duly qualified clerk of the City of Muskegon, Muskegon County, Michigan, does hereby certify that the foregoing is a true and complete copy of an ordinance adopted by the City Commission of the City of Muskegon, at a regular meeting of the City Commission on the 13th day of February, 2001, at which meeting a quorum was present and remained throughout, and that the original of said ordinance is on file in the records of the City of Muskegon. I further certify that the meeting was conducted, and public notice was given, pursuant to and in full compliance with Act No. 267, Public Acts of Michigan of 1976, as amended, and that minutes were kept and will be or have been made available as required thereby.

DATED: February 13, 2001

Gail A. Kundinger
Gail A. Kundinger, CMC/AAE
Clerk, City of Muskegon

Publish: Notice of Adoption to be published once within ten (10) days of final adoption.

**CITY OF MUSKEGON**
**NOTICE OF ADOPTION**

TO: ALL PERSONS INTERESTED

Please take notice that on February 13, 2001, the City Commission of the City of Muskegon adopted amendments to Appendix B of the Muskegon City Code concerning the General Employees Retirement System, summarized as follows:

1. Section 5.1 shall be amended to provide for voluntary retirement for non-union employees after fifty-five (55) years of age with twenty-five (25) years of credited service.

Copies of the ordinance may be viewed and purchased at reasonable cost at the Office of the City Clerk in the City Hall, 933 Terrace Street, Muskegon, Michigan, during reglar business hours.

This ordinance amendment is effective ten (10) days from the date of this publication.

CITY OF MUSKEGON

Published February 21, 2001

By____________________________
Gail A. Kundinger, Its Clerk

PUBLISH ONCE WITHIN TEN (10) DAYS OF FINAL PASSAGE.

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