

MUSKEGON COUNTY BOARD OF COMMISSIONERS
MUSKEGON COUNTY, MICHIGAN
AGENDA

WAYS AND MEANS

Hall of Justice
990 Terrace, Muskegon, MI 49442
April 16, 2013 - 4:00 p.m.

James Derezinski, Chair
Charles Nash, Vice-Chair

-
1. Call to Order
 2. Roll Call
 3. Approval of the Minutes of March 21, 2013
 4. Public Comment (on an agenda item)
 5. Presentation: Tribute in Recognition of Robert Cutler
 6. Items for Consideration
 - WM13/04 – 29 (Administration) Approve Accounts Payable
 - WM13/04 – 30 (Administration) Accept Funding from the Michigan State Police Bryne Jag Program and Authorize Administrator to Sign On-Line Grant Agreement and Chairman to Sign all Other Documents
 - WM13/04 – 31 (Equalization) Approve the Resolution Establishing the 2013 Equalized Valuation for Muskegon County
 - WM13/04 – 32 (Prosecutor's Office) Approve Implementation of Funding Transfers within the Prosecutor's Office
 - WM13/04 – 33 (Public Works) Authorize the Purchase of the Property Known as 8434 Meinert Road and Authorize the Chairman to Execute the Purchase Agreement and Other Necessary Documents
 - WM13/04 – 34 (Public Works) Authorize the Parks to Contract with Muskegon County Road Commission to Accomplish the Paving and Shoulder Work Items and Authorize the Parks to Borrow Needed Funds from Equipment Revolving Fund
 7. Old Business
 8. New Business
 9. Public Comment (on a new topic)
 10. Adjournment

Public Comment

Persons may address the Commission during the time set aside for Public Comment or at any time by suspension of the rules. All persons must address the commission and state their name for the record. Comments shall be limited to two (2) minutes for each participant, unless time is extended prior to the public comment period by a vote of a majority of the commission.

AMERICAN DISABILITY ACT POLICY FOR ACCESS TO OPEN MEETINGS OF THE MUSKEGON COUNTY BOARD OF COMMISSIONERS AND ANY OF ITS COMMITTEES OR SUBCOMMITTEES

The County of Muskegon will provide necessary reasonable auxiliary aids and services, such as signers for the hearing impaired and audio tapes of printed materials being considered at the meeting, to individuals with disabilities who want to attend the meeting upon 24-hours notice to the County of Muskegon. Individuals with disabilities requiring auxiliary aids or services should contact the County of Muskegon by writing or calling: Administration, 990 Terrace Street, Muskegon, MI 49442 (231) 724-6520

**Muskegon County
Ways & Means Committee
April 4, 2013
4:00 p.m.
Hall of Justice
990 Terrace
Muskegon, MI**

James Derezinski, Chair

Charles Nash, Vice-Chair

MINUTES

CALL TO ORDER

The meeting was called to order by Commissioner Nash at 4:00 p.m.

ROLL CALL

Present: Benjamin Cross, Marvin Engle, Susie Hughes, Kenneth Mahoney, Charles Nash, Terry Sabo, Robert Scolnik, Rillastine Wilkins

Excused: James Derezinski

APPROVAL OF MINUTES

It was moved by Hughes, supported by Cross, to approve the minutes of the March 21, 2013, meeting as written. Motion carried.

PUBLIC COMMENT (On an agenda item)

None.

ITEMS FOR CONSIDERATION

WM13/04 – 26 It was moved by Cross, supported by Wilkins, to approve payment of the accounts payable of \$3,557,396.14 covering the period of March 16, 2013 through March 29, 2013 as presented by the County Clerk. Motion carried.

WM13/04 – 27 It was moved by Hughes, supported by Cross, to reclassify Youth Developer BPN N89003 to JAG Specialist and title change JAG Trainer BPN X46301 to JAG Specialist and title change Business Consultants BPN N13501, N13502 and N13503 to Talent Recruiter Motion carried.

WM13/04 – 28 It was moved by Cross, supported by Sabo, to accept the bid for Heritage Landing fencing for Options 1-A and 2-B, 72" high fence, submitted by BC Fence, Inc., (dba Justice Fence Company) to be paid for with funds from the Heritage Landing Reserve Fund for a total cost of \$61,842.99 with a 1% early payment discount. Motion carried.

OLD BUSINESS

Commissioner Hughes thanked County Clerk Nancy Waters and Community Development Director Bob Lukens for their hard work in organizing the Free Parks Day, May 4th, 2013.

Commissioner Hughes noted the area Earth Day clean-up efforts is scheduled for Saturday, April 28th and the Underwater Preserve organization is asking individuals participating to please contact them before disposing of possible items of interest along the coastline.

NEW BUSINESS

None.

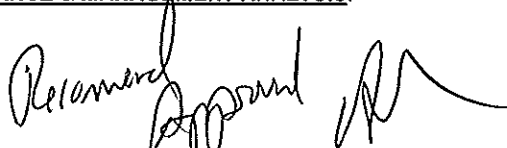

PUBLIC COMMENT (On a new topic)

None.

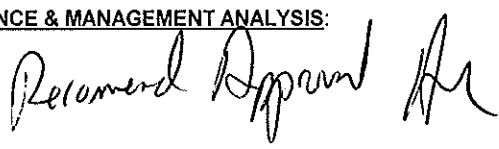

ADJOURNMENT

There being no further business to come before the Ways & Means Committee, the meeting adjourned at 4:16 p.m.

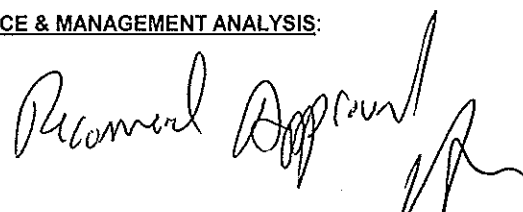
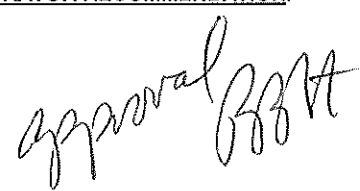
REQUEST FOR BOARD CONSIDERATION-COUNTY OF MUSKEGON

COMMITTEE Ways & Means		BUDGETED NON-BUDGETED PARTIALLY BUDGETED	
REQUESTING DEPARTMENT Administration	COMMITTEE DATE April 16, 2013	REQUESTOR SIGNATURE Bonnie Hammersley	
SUMMARY OF REQUEST (GENERAL DESCRIPTION, FINANCING, OTHER OPERATIONAL IMPACT, POSSIBLE ALTERNATIVES) Accounts payable - already distributed.			
SUGGESTED MOTION (STATE EXACTLY AS IT SHOULD APPEAR IN THE MINUTES) I move to approve payment of the accounts payable of \$3,143,582.11 covering the period of March 30, 2013 through April 9, 2013, as presented by the County Clerk.			
ADMINISTRATIVE ANALYSIS (AS APPLICABLE)			
<u>HUMAN RESOURCES ANALYSIS:</u>	<u>FINANCE & MANAGEMENT ANALYSIS:</u> 		
<u>CORPORATE COUNSEL ANALYSIS:</u>	<u>ADMINISTRATOR RECOMMENDATION:</u> 		
AGENDA DATE: 4-16-13	AGENDA NO.: WM13/04-29	BOARD DATE: 4-23-13	PAGE NO.

REQUEST FOR BOARD CONSIDERATION-COUNTY OF MUSKEGON

COMMITTEE Ways and Means		BUDGETED x	NON-BUDGETED	PARTIALLY BUDGETED
REQUESTING DEPARTMENT Administration	COMMITTEE DATE April 16, 2013	REQUESTOR SIGNATURE Judith Kell		
SUMMARY OF REQUEST (GENERAL DESCRIPTION, FINANCING, OTHER OPERATIONAL IMPACT, POSSIBLE ALTERNATIVES)				
<p>Approval is being requested to accept funding from the Michigan State Police, Bryne JAG program in the amount of \$37,638 with a local match of \$4,182 to install the Crime Analysis Plus and Link Analysis modules on all of the equipment for the ten law enforcement jurisdictions participating in the Multi-Jurisdictional Task Force on Burglaries and Property Crime. The Crime Analysis Plus module allows crime analysts to perform predictive future crime analysis, identify high crime areas, pin-map events and eliminate hours of research and mapping. The Link Diagramming Analysis allows investigators and crime analysts to construct and diagram RMS data. Users of this module will be able to export names, incidents, vehicles and other objects and their relationships for analysis and viewing. The use of this technology will help the participating communities by automating time-consuming task, dispatching personnel more efficiently and improve each law enforcement agency's ability to collect and analyze data as well as disseminate it to both internal and external audiences. The intent is to assist the local jurisdictions to improve local criminal justice efforts to effectively address crime.</p> <p>Staff will be developing an InterLocal Governmental Agreement to be signed by all members of the Multi-Jurisdictional Task Force that will identify the steps for implementation of the project, installation and on-going maintenance of the Crime Analysis and Link Analysis modules.</p> <p>The local match will come from the Sheriff's forfeiture fund.</p>				
SUGGESTED MOTION (STATE EXACTLY AS IT SHOULD APPEAR IN THE MINUTES)				
<p>I move to accept the funding in the amount of \$37,638 from the Michigan State Police, Bryne JAG program with a match of \$4,182 from the forfeiture fund and authorize the County Administrator to sign the grant agreement on-line and the Chairman of the County Board of Commissioners to sign all other documents required for the completion of the project.</p>				
ADMINISTRATIVE ANALYSIS (AS APPLICABLE)				
HUMAN RESOURCES ANALYSIS:		FINANCE & MANAGEMENT ANALYSIS:		
				
CORPORATE COUNSEL ANALYSIS:		ADMINISTRATOR RECOMMENDATION:		
Concur T. Williams				
AGENDA DATE: 4-16-13	AGENDA NO.: wm 13/04-30	BOARD DATE: 4-23-13	PAGE NO.	

REQUEST FOR BOARD CONSIDERATION-COUNTY OF MUSKEGON

COMMITTEE Ways & Means	BUDGETED NON-BUDGETED PARTIALLY BUDGETED X
REQUESTING DEPARTMENT Equalization	COMMITTEE DATE 04/16/2013
REQUESTOR SIGNATURE Donna VanderVries	
SUMMARY OF REQUEST (GENERAL DESCRIPTION, FINANCING, OTHER OPERATIONAL IMPACT, POSSIBLE ALTERNATIVES)	
<p>The Muskegon County Equalization Department has established the various tentative valuations of each of the units of Government in Muskegon County; each of the seven cities and sixteen townships have had the opportunity to review the equalizing factors with the Equalization Department; and this Board of Commissioners feels that these tentative valuations are in order.</p> <p>Therefore, be it resolved that the Muskegon County Board of Commissioners adopts the 2013 Equalization Report as prepared by the Muskegon County Equalization Department for Muskegon County in accordance with Sec 211.34 MCL 1948 as amended.</p>	
SUGGESTED MOTION (STATE EXACTLY AS IT SHOULD APPEAR IN THE MINUTES)	
<p>I move to approve the resolution establishing the 2013 equalized valuation for Muskegon County as determined and submitted by the Muskegon County Equalization Department.</p>	
ADMINISTRATIVE ANALYSIS (AS APPLICABLE)	
<u>HUMAN RESOURCES ANALYSIS:</u>	<u>FINANCE & MANAGEMENT ANALYSIS:</u>
	
<u>CORPORATE COUNSEL ANALYSIS:</u>	<u>ADMINISTRATOR RECOMMENDATION:</u>
	
AGENDA DATE: 4-16-13	AGENDA NO.: wm13/04-31
BOARD DATE: 4-23-13	PAGE NO.

REQUEST FOR BOARD CONSIDERATION-COUNTY OF MUSKEGON

COMMITTEE Ways and Means		BUDGETED <input checked="" type="checkbox"/>	NON-BUDGETED <input type="checkbox"/>	PARTIALLY BUDGETED <input type="checkbox"/>
REQUESTING DEPARTMENT Prosecutor		COMMITTEE DATE 04/16/2013	REQUESTOR SIGNATURE 	
<p>SUMMARY OF REQUEST (GENERAL DESCRIPTION, FINANCING, OTHER OPERATIONAL IMPACT, POSSIBLE ALTERNATIVES)</p> <p>Due to recent staff changes, the Muskegon County Prosecutor's Office developed a plan regarding changes in labor distribution that requires several positions have their funding sources transferred to reflect the duties being performed on a daily basis by the effected personnel. Regarding the Prosecutor's DHS grant, distribution 2140-2320, the following changes are being proposed effective March 1, 2013:</p> <p>Position X75004 (Senior APA FT) be transferred from 2140-2320 to 1010-0229 (Prosecutor's General Fund) Position X08502 (APA II FT 50%) be transferred from 2140-2320 to 1010-0229 (Prosecutor's General Fund) Position X08504 (APA II FT) be transferred from 1010-0229 (Prosecutor's General Fund) to 2140-2320 Position X00805 (APA I FT 85%) be transferred from 1010-0229 (Prosecutor's General Fund) to 2140-2320 15% of this position will continue to be funded by 1010-0229 (Prosecutor's General Fund) Position X08501 (APA II FT 35%) be transferred from 1010-0229 (Prosecutor's General Fund) to 2140-2320 65% of this position will continue to be funded by 1010-0229 (Prosecutor's General Fund)</p> <p>Theses changes will result in an increase to the Prosecutor's General Fund by \$12 as the budget for the DHS grant was originally \$221,162 and the proposed changes have reduced that amount to \$221,150.</p>				
<p>SUGGESTED MOTION (STATE EXACTLY AS IT SHOULD APPEAR IN THE MINUTES)</p> <p>I move to implement the following funding transfers within the Muskegon County Prosecutor's Office effective March 1, 2013:</p> <p>Position X75004 (Senior APA FT) be transferred from 2140-2320 to 1010-0229 (Prosecutor's General Fund) Position X08502 (APA II FT 50%) be transferred from 2140-2320 to 1010-0229 (Prosecutor's General Fund) Position X08504 (APA II FT) be transferred from 1010-0229 (Prosecutor's General Fund) to 2140-2320 Position X00805 (APA I FT 85%) be transferred from 1010-0229 (Prosecutor's General Fund) to 2140-2320 with the remaining 15% of this position continue to be funded by the Prosecutor's General Fund (1010-0229) Position X08501 (APA II FT 35%) be transferred from 1010-0229 (Prosecutor's General Fund) to 2140-2320 with the remaining 65% of this position continue to be funded by the Prosecutor's General Fund (1010-0229)</p>				
ADMINISTRATIVE ANALYSIS (AS APPLICABLE)				
<u>HUMAN RESOURCES ANALYSIS:</u>		<u>FINANCE & MANAGEMENT ANALYSIS:</u> 		
<u>CORPORATE COUNSEL ANALYSIS:</u>		<u>ADMINISTRATOR RECOMMENDATION:</u> 		
AGENDA DATE: 4-16-13	AGENDA NO.: wm13/04-32	BOARD DATE: 4-23-13	PAGE NO.	

REQUEST FOR BOARD CONSIDERATION-COUNTY OF MUSKEGON

COMMITTEE Ways & Means		BUDGETED <input type="checkbox"/>	NON-BUDGETED <input checked="" type="checkbox"/>	PARTIALLY BUDGETED <input type="checkbox"/>
REQUESTING DEPARTMENT Public Works		COMMITTEE DATE April 16, 2013		REQUESTOR SIGNATURE
<p>SUMMARY OF REQUEST (GENERAL DESCRIPTION, FINANCING, OTHER OPERATIONAL IMPACT, POSSIBLE ALTERNATIVES)</p> <p>For over 2 years we have been talking to the family of Wesley Wiethoff, owners of property at 8434 Meinert Road about purchasing the property. This is a 2 acre parcel which sits between Meinert Pines Campground (which we own) and Johnson's Trailer Court (which we hope to purchase in time). The property is held in a living trust and it has taken some time to get the terms satisfactory to both parties in the sale. Title work has been done on the property and we are satisfied with the title insurance policy. An appraisal has been completed which showed the property in its present condition, worth \$36,000. Staff recommends executing the Purchase Agreement and moving ahead with the purchase of the parcel at 8434 Meinert Road for \$36,000 plus closing costs including but not necessarily limited to real estate transfer tax. Costs would be paid from Parks cash in bank from fund 2080-0691.</p>				
<p>SUGGESTED MOTION (STATE EXACTLY AS IT SHOULD APPEAR IN THE MINUTES)</p> <p>I move to authorize the purchase of the property known as 8434 Meinert Road for \$36,000 plus associated closing costs and real estate transfer tax to be paid from Parks current fund balance (2080-0691) and further authorize the Chair of the Board of Commissioners to execute the Purchase Agreement and any other necessary documents.</p>				
ADMINISTRATIVE ANALYSIS (AS APPLICABLE)				
<u>HUMAN RESOURCES ANALYSIS:</u>		<u>FINANCE & MANAGEMENT ANALYSIS:</u> 		
<u>CORPORATE COUNSEL ANALYSIS:</u> Concur T. Williams		<u>ADMINISTRATOR RECOMMENDATION:</u> 		
AGENDA DATE: 4-16-13	AGENDA NO.: wm13/04-33	BOARD DATE: 4-23-13	PAGE NO.	

PURCHASE AGREEMENT

THIS PURCHASE AGREEMENT, dated the _____ day of _____, 2013, by and between the BOARD OF COMMISSIONERS OF THE COUNTY OF MUSKEGON, a Michigan municipal corporation, having an address at 990 Terrace Street, Muskegon, Michigan 49942 (the "Purchaser") and Wesley C. Wiethoff and trustee, having an address at 1740 Village Drive, Apartment 134, Muskegon, MI 49442 (the "Seller").

- 1.0 Property to be Purchased. On and subject to the terms and conditions hereinafter set forth, Seller hereby agrees to sell to Purchaser and Purchaser hereby agrees to purchase from Seller, the parcel of real property ("Premises") situated in the Township of White River, County of Muskegon, State of Michigan, which is legally described below:

Commence at 1235 feet West of the Southeast corner of the Southwest ¼ of Section 3, Town 12 North, Range 18 West, White River Township, Muskegon County, Michigan, thence West along the South line of said Section 3, 362 feet, thence North 248.91 feet, thence East 362 feet, thence South 248.91 feet to place of beginning being 2.068 acres. County Highway along the southerly part. Commonly known as 8434 Meinert Road.

- 2.0 Purchase Price. The purchase price of the premises (the "Purchase Price") shall be Thirty Six Thousand and 00/100 Dollars (\$36,000.00).

- 2.1 Terms of Payment. Purchaser shall pay the full Purchase Price to Seller upon execution and delivery of a trustee's deed subject to the conditions set forth herein.

- 3.0 Title Examination of Premises. Purchaser has instructed Transnation Title Insurance Company (the "Title Company") to issue Purchaser a commitment for ALTA owner's policy of title insurance (the "Commitment"), in an amount equal to the purchase price, setting forth the state of title to the premises as of the effective date of the commitment, such title policy to be issued without standard exceptions.

- 3.1 Purchaser agrees to accept title to the premises, subject to the following restrictions:

- 3.1.1 Applicable zoning ordinances.

4.0 Title. Seller shall convey good and marketable fee simple title to the premises to Purchaser by general trustee's deed (the "Deed") subject to the restrictions set forth in paragraph 3.1 (Exhibit A).

5.0 Representations and Warranties. Seller makes the following representations and warranties to Purchaser, and Seller shall indemnify, defend and hold Purchaser harmless from and against any and all claims or demands and any and all loss, cost, damage or expense, including, without limitation, attorney fees, arising from Seller's breach of any of the following representation and warranties.

5.1 Seller is the owner of good and marketable indefeasible fee simple title in and to the premises subject to the restrictions set forth in paragraph 3.1.

5.2 Seller has no knowledge of any outstanding written or oral leases in any way affecting the premises, the restrictions, and no person or entity has any right with respect to all or any portion of the premises (whether by option to purchase, right of first refusal, contract or otherwise) that would prevent or interfere with Purchaser taking title to, and possession of, all of the premises on the closing date.

5.3 There are no pending or threatened court or administrative actions, suits or proceedings pending or threatened against or concerning the premises.

5.4 Seller has no knowledge of any fact which might indicate that the premises might be affected by any environmental hazard, condition, or contamination. In addition, there are no underground storage tanks, oil or gas wells on or about the premises, and, to the best of Seller's information, knowledge or belief, no hazardous or toxic waste, chemicals or materials have been, or now are, stored, buried, deposited or otherwise located on, in or about the premises.

5.5 The above representations and warranties shall survive the closing of this transaction and recording of the Deed.

5.6 The property is being sold "as is" to Buyer with no warranties or guarantees, other than these stated herein, by Seller.

6.0 Conditions of Purchaser's Obligations to Close

6.1 The obligation of Purchaser to consummate the transaction contemplated by this Agreement is conditioned upon the fulfillment of each of the following conditions as of the Closing Date (all or any portion of which may be waived in whole or in part by Purchaser at or prior to the Closing Date).

6.1.1 Seller shall have performed, observed and complied with all of the covenants, agreements and conditions required by this Agreement

to be performed, observed and complied with by Seller prior to or as of the Closing Date as and when required;

6.1.2 All of the representations and warranties made by Seller and set forth in this Agreement shall be true and correct as of the execution date and as of the Closing Date;

6.1.3 The Title Company shall be prepared to issue the title policy;

6.1.4 All Governmental Approvals shall have been obtained.

6.2 Purchaser shall endeavor to satisfy all of the conditions listed above during the inspection period, provided, however, the inspection period may be extended by Purchaser if necessary to obtain government approvals referenced above in Section 6.1.4

6.3 The Purchaser shall pay all fees charged by the Title Company in connection with the Commitment and the issuance of an owner's policy of title insurance.

6.4 The Purchaser shall be responsible for all other closing costs, including, but not limited to real estate transfer tax.

7.0 Conditions of Seller's Obligations to Close.

7.1 The obligation of Seller to consummate the transaction contemplated by this Agreement is conditioned upon the fulfillment of each of the following conditions as of the Closing Date (all of any portion of which may be waived in whole or in part by Seller at or prior to the Closing Date).

7.1.1 Real Estate Transfer Tax Valuation Affidavit

7.1.2 Affidavit in accordance with Section 14.45 of the Internal Revenue Code confirming that Seller is not a foreign person for purposes of that Section.

7.1.3 A Trustee's Deed in recordable form as required by Section 4.0 of this Agreement.

7.1.4 Seller shall have performed, observed and complied with all the covenants, agreements and conditions required by this Agreement to be performed, observed and complied with by Purchaser prior to or as of the Closing Date as and when required.

7.1.5 All of the representations and warranties made by Seller and set forth in this Purchase Agreement shall be true and correct as of the execution date and as of the Closing Date.

7.2 The Seller has agreed to accept responsibility for all due and unpaid property tax.

8.0 Closing. Closing shall be held within thirty (30) days after the closing documents are ready. If the Closing of the sale is delayed by reasons of delays in title work, required inspection, surveying or by title defects which can readily be corrected the date of closing but is delayed in consummation of the security transactions, then an extension of thirty (30) days shall be allowed for closing.

8.1 The closing shall take place at the offices of Transnation Title.

9.0 Possession. Possession shall be delivered by Seller to Purchaser immediately, free of all tenancies whatsoever.

10.0 Notices. Any notices, request or consents required to be given under this Agreement shall be in writing and shall be given (i) personally, (ii) by mailing such notices, requests or consents by registered or certified United States Mail, return receipt requested, postage prepaid, or (iii) by delivery by any nationally recognized receipted overnight courier, addressed to the respective parties as set forth below, or at such other address as may be specified from time to time, delivered to the other party as herein provided, and the time of the rendition of such notice shall be when it is deposited in an official United States Post Office, postage prepaid, if mailed, or when received or refused, if delivered personally or by overnight courier.

If to Purchaser: John K. Warner, Director
Muskegon County Department of Public Works
131 E. Apple Avenue
Muskegon, MI 49442

If to Seller: Wesley C. Wiethoff
1740 Village Drive, Apt. 134
Muskegon, MI 49442

11.0 Miscellaneous. This Agreement constitutes the entire agreement between Seller and Purchaser regarding the sale and purchase of the premises, and shall be binding upon, and inure to the benefit of Seller and Purchaser and their respective heirs, representatives, administrators, executors and assigns.

12.0 Assignment. Purchaser shall have the right to assign its rights under this Agreement without the consent of the Seller.

- 13.0 Counterparts. This Agreement may be executed in counterparts and all such counterparts shall constitute one agreement, binding on all the parties, notwithstanding that all the parties are not signatories to the same counterpart.
- 14.0 Execution Date. The term "Execution Date" as used herein shall mean the later of the dates on which Seller and Purchaser executed this Agreement.
- 15.0 Survival. The terms and conditions of this Purchase Agreement shall survive closing.
- 16.0 Governing Law. This Purchase Agreement shall be construed in accordance with and governed by the laws of the State of Michigan with the exception that the terms used in this Purchase Agreement shall be given their common and ordinary meaning and shall not be construed against either party.
- 17.0 Amendments. This Purchase Agreement may be amended or modified only by a document in writing executed by each of the parties who are signatories to this document, or their successors.
- 18.0 This Purchase Agreement shall remain valid until 31 March 2013.

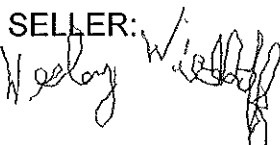
ON BEHALF OF PURCHASER:

BOARD OF COMMISSIONERS OF THE
COUNTY OF MUSKEGON

Dated: _____, 2013

Kenneth Mahoney, Chairman

Dated: March 8., 2013

SELLER:


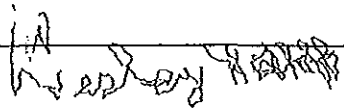
Wesley C. Wiethoff

Purchase Agreement Extension

A Purchase Agreement document has previously been drafted between the County of Muskegon and the Wesley C. Weithoff Living Trust for the purchase of the property known as 8434 Meinert Road located in White River Township, Muskegon County, Michigan.

The original Purchase Agreement document executed by Mr. Wesley C. Weithoff received by the Department of Public Works was dated to expire on 31 March 2013. Due to circumstances beyond our control, this issue will be going before the Board of Commissioners in April 2013 with a closing date, should the purchase be approved, expected to be in May 2013.

As the Purchase Agreement must also be executed by the Board of Commissioners once approved, we could not post date the agreement to a date prior to the actual approval date by the Board of Commissioners. This document constitutes an extension of the expiration date until 31 May 2013 of the Purchase Agreement between The Wesley C. Weithoff Living Trust and the County of Muskegon, previously executed by Mr. Wesley C. Weithoff, for the property located at 8434 Meinert Road, White River Township, Muskegon County, Michigan.



Date 4-2-13

Witnesses:



Date 4-2-13



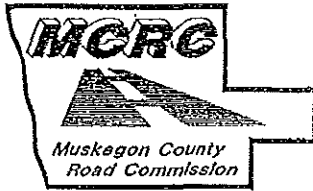
Date 4/2/13

REQUEST FOR BOARD CONSIDERATION-COUNTY OF MUSKEGON

COMMITTEE Community Development/Strategic Planning		BUDGETED <input type="checkbox"/>	NON-BUDGETED <input checked="" type="checkbox"/>	PARTIALLY BUDGETED <input type="checkbox"/>
REQUESTING DEPARTMENT Public Works		COMMITTEE DATE September 15, 2011		REQUESTOR SIGNATURE
SUMMARY OF REQUEST (GENERAL DESCRIPTION, FINANCING, OTHER OPERATIONAL IMPACT, POSSIBLE ALTERNATIVES)				
<p>The owner of the parcel at 8434 W. Meinert Park Road contacted us recently about purchasing his property. This parcel, as shown on the attached map, sits between Meinert Pines Campground and Johnson Trailer Court. Muskegon County currently owns Meinert Pines and hopes to some day purchase the Johnson Trailer Court. Owning the parcel at 8434 Meinert would complete the acquisition such that all contiguous parcels would be owned by Muskegon County as part of Meinert Park. Acquiring this parcel is part of our master plan. Staff seeks authorization to engage a mutually acceptable appraiser and have the property appraised to begin discussions with owner on purchase price. Costs of appraisal to be paid from Parks funds 2080-0691.</p>				
SUGGESTED MOTION (STATE EXACTLY AS IT SHOULD APPEAR IN THE MINUTES)				
<p>I move to authorize staff to hire an appraiser acceptable to staff and existing property owner, to appraise the parcel at 8434 W. Meinert Road for possible county acquisition with appraisal costs being paid from Parks fund, 2080-0691.</p>				
ADMINISTRATIVE ANALYSIS (AS APPLICABLE)				
<u>HUMAN RESOURCES ANALYSIS:</u>		<u>FINANCE & MANAGEMENT ANALYSIS:</u> 		
<u>CORPORATE COUNSEL ANALYSIS:</u>		<u>ADMINISTRATOR RECOMMENDATION:</u> 		
AGENDA DATE: 9/15/11	AGENDA NO.: CDSP 11/09-18	BOARD DATE: 9/27/11	PAGE NO.	

REQUEST FOR BOARD CONSIDERATION-COUNTY OF MUSKEGON

COMMITTEE Ways & Means		BUDGETED <input checked="" type="checkbox"/>	NON-BUDGETED <input type="checkbox"/>	PARTIALLY BUDGETED <input type="checkbox"/>
REQUESTING DEPARTMENT Public Works		COMMITTEE DATE April 16, 2013	REQUESTOR SIGNATURE 	
<p>SUMMARY OF REQUEST (GENERAL DESCRIPTION, FINANCING, OTHER OPERATIONAL IMPACT, POSSIBLE ALTERNATIVES)</p> <p>In Pioneer Park campground, most of the roads are paved with asphalt. Many of those roads are ravelling at the edges and are in major need of some work. Other roads which are gravel are high maintenance items requiring regular grading and application of dust palliative. Fugitive dust in the campground is also a problem for campers with asthma and other breathing problems. Last fall we inquired of the Muskegon County Road Commission what it would take to repair the existing pavement problems and pave the remaining gravel roads so that we have a much higher quality road system and much more environmentally friendly due to the reduction of fugitive dust. Reducing dust also saves us the cost of purchase and placement of dust palliative. The estimated cost to perform all this work with the aid of the Muskegon County Road Commission is \$107,218 to build all 7 projects listed plus 5 site pads which includes labor and material. I propose to fund this project by borrowing the funds from the Equipment Revolving fund with funds loaned to the Equipment Revolving fund from Solid Waste as approved by the Public Works Board. The funds would be paid back to the Equipment Revolving fund over a period of 10 years together with interest calculated at the current prime rate of 3.25%, all of which will be paid back to Solid Waste at the end of the 10 year payback period.</p>				
<p>SUGGESTED MOTION (STATE EXACTLY AS IT SHOULD APPEAR IN THE MINUTES)</p> <p>I move to authorize the Parks to contract with the Muskegon County Road Commission to accomplish the paving and shoulder work items (projects #1-7 on the attached quote) and further authorize the Parks to borrow the funds needed to complete the project (currently estimated at \$107,218) from the Equipment Revolving fund, to be repaid over a period of 10 years with interest calculated at the current prime rate of 3.25%.</p>				
ADMINISTRATIVE ANALYSIS (AS APPLICABLE)				
<u>HUMAN RESOURCES ANALYSIS:</u>		<u>FINANCE & MANAGEMENT ANALYSIS:</u> 		
<u>CORPORATE COUNSEL ANALYSIS:</u>		<u>ADMINISTRATOR RECOMMENDATION:</u> 		
AGENDA DATE: 4-16-13	AGENDA NO.: Wm.13/04-34	BOARD DATE: 4-23-13	PAGE NO.	



Muskegon County Road Commission

7700 East Apple Avenue
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Jack E. Kennedy
Chairman

Melvin L. Black
Vice Chair

John J. DeWolf
Commissioner

Lewis J. Collins
Commissioner

Gerald J. Walter
Commissioner

March 4, 2013

Mr. Jim Wood, Jr.
Muskegon County Parks
1563 N Scenic Drive
Muskegon, MI 49445

Dear Jim,

Back in November of 2012, in response to your letter dated September 12, 2012 relating to the aging paved roads within the Pioneer Park campground, our Twin Lake Supervisor, Vern Rich reviewed those areas for the best fix for their repairs. Vern requested the assistance of our local paving company Asphalt Paving (API) for their assessments and asphalt costs. In a discussion with API, they are willing to keep their costs as estimated in November. These costs are separated by MCRC costs for their portion of the jobs of the repair of shoulders with gravel after paving, and cutting out bad spots in one area. API costs are the fine grading and paving part of the work. The page following are the updated material prices that include API's original estimates.

As discussed, these costs are now based on information that came in as a result of February 2013 material bids and shows some increase in our costs. Please remember that as these projects are being considered, API did propose in their quote that if the smaller jobs are done with one of the main streets, there would be a price deduct and if more than one site pad is done, there will be a deduct for additional pads.

Be advised that these cost estimates were developed based upon information available to me at the time. Conditions could occur that may increase the total project costs. All road projects must go before the Road Commission Board for evaluation and approval prior to work being performed.

If you have any questions, please contact Vern Rich at the Twin Lake Garage 231.828.6666 or his cell 231.557.9330.

Sincerely,

Laurie Peterson

Laurie Peterson
Maintenance Superintendent

<u>Project #1...Main Road – Pioneer County Park</u>		\$38,450
MCRC: (Shoulders)	\$ 5,312	
...Labor/Fringe	907	
...Equipment	2,031	
...Material (22A Gravel)	1,575	
...Overhead/Contingency	799	
API:	\$33,138	
...20'x1180'		
...Fine grade...Pave 2.5" one course		
<u>Project #2...Cross Street – Pioneer County Park</u>		\$ 7,965
MCRC: (Shoulders)	\$ 2,195	
...Labor/Fringe	418	
...Equipment	856	
...Material (22A Gravel)	591	
...Overhead/Contingency	330	
API:	\$ 5,770	
...(2) 130'x10'; (2) 20' Radius		
...Fine grade...Pave 2.5" one course		
<u>Project #3...HC Road – Pioneer County Park</u>		\$26,143
MCRC: (Shoulders)	\$ 2,753	
...Labor/Fringe	480	
...Equipment	1,022	
...Material (22A Gravel)	837	
...Overhead/Contingency	414	
API:	\$23,390	
...20'x826'		
...Fine grade...Pave 2.5" one course		
<u>Project #4...Wedge Road (Site 157)</u>		\$ 3,769
MCRC: (Cutting Bad Spots)	\$ 2,280	
...Labor/Fringe	1,156	
...Equipment	781	
...Overhead/Contingency	343	
API:	\$ 1,489	
...Patches		
...Wedge... Top Course		
<u>Project #5...API: Leaf Area</u>		\$ 2,515
...20'x20'		
...(2) 20' radius		
<u>Project #6...API: Site Pad</u>		\$ 2,958
...24'x24' w/12'x30' drive		
...Fine grade		
...Pave 2.5" one course		
<u>Project #7...Shoulders</u>		\$13,586
MCRC:	\$13,586	
...Five (5) horizontal roads		
...Three (3) vertical roads		