

CITY OF MUSKEGON

CITY COMMISSION MEETING

DECEMBER 12, 2017 @ 5:30 P.M.

**MUSKEGON CITY COMMISSION CHAMBERS
933 TERRACE STREET, MUSKEGON, MI 49440**

AGENDA

- ☐ **CALL TO ORDER:**
- ☐ **PRAYER:**
- ☐ **PLEDGE OF ALLEGIANCE:**
- ☐ **ROLL CALL:**
- ☐ **HONORS AND AWARDS:**
 - Recognition of Community Relations Committee Members
- ☐ **INTRODUCTIONS/PRESENTATION:**
- ☐ **CITY MANAGER'S REPORT:**
- ☐ **CONSENT AGENDA:**
 - A. Approval of Minutes** City Clerk
 - B. Towing Contract Extension (Ramos Towing)** Public Safety
 - C. 2018 User Fee Update** Finance Director
 - D. 1st Quarter 2017-18 Budget Reforecast** Finance Director
 - E. Purchase of HUD Home at 1025 E Forest Avenue** Community & Neighborhood Services
 - F. Pere Marquette Park – Recreational Improvements** Department of Public Works
 - G. Request to Deny & Accept Properties that did not Sell During the Tax Sale for 2017** Planning & Economic Development
 - H. Non-Represented Wages and Benefits** City Manager
 - I. Bicycle Ordinance** City Manager
 - J. Control System Upgrades – Water Filtration Plant – Administration Building** Department of Public Works

K. Western Market City Clerk

L. Community Relations Index: Policy Relative to Attendance City Clerk

☐ **PUBLIC HEARINGS:**

☐ **COMMUNICATIONS:**

☐ **UNFINISHED BUSINESS:**

☐ **NEW BUSINESS:**

A. Transmittal of 6/30/17 Comprehensive Annual Financial Report

Finance Director

<http://www.muskegon-mi.gov/cresources/2016-17CAFR.pdf>

B. Amendment to the Zoning Ordinance – Critical Dunes Planning &
Economic Development

☐ **ANY OTHER BUSINESS:**

☐ **PUBLIC PARTICIPATION:**

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

☐ **CLOSED SESSION:**

☐ **ADJOURNMENT:**

ADA POLICY: THE CITY OF MUSKEGON WILL PROVIDE NECESSARY AUXILIARY AIDS AND SERVICES TO INDIVIDUALS WHO WANT TO ATTEND THE MEETING UPON TWENTY-FOUR HOUR NOTICE TO THE CITY OF MUSKEGON. PLEASE CONTACT ANN MARIE MEISCH, CITY CLERK, 933 TERRACE STREET, MUSKEGON, MI 49440 OR BY CALLING (231) 724-6705 OR TTY/TDD DIAL 7-1-1- TO REQUEST A REPRESENTATIVE TO DIAL (231) 724-6705.

Memorandum

To: Mayor and Commissioners

From: Frank Peterson

Re: City Commission Meeting

Date: December 7, 2017

Here is a quick outline of the items on our agenda(s):

REMINDER – THESE ARE THE ONLY MEETINGS SCHEDULED FOR DECEMBER

WORK SESSION

1. We will discuss a proposed Critical Dune Ordinance. The ordinance is recommended for approval by both staff and the Planning Commission. The ordinance mirrors the state statute and has been reviewed by the Michigan DEQ. The goal of the ordinance is to improve service to residents and property owners seeking to invest in their homes/businesses/properties within the defined critical dune area while still protecting the dune for future generations. As part of the ordinance adoption, staff will be recommending the hiring of Prism Environmental and Ecological Services to process applications/requests related to the critical dune area. You can learn more about Prism here: <http://www.prismscitech.com/>

This move should help improve permit processing times, reduce permit costs, and give the city more local control over the preservation of the dune, access to the dune, and development within the dune area.

2. Other Business. I'd like to use this time to make sure we're on the same page regarding the other items on the Tuesday Agenda.
3. Closed Session for the purposes of an attorney/client privileged communication and to finalize our collective bargaining strategy.

REGULAR MEETING

1. Under the Consent Agenda, we are asking the Commission to consider the following:
 - a. Approval of meeting minutes from the most-recent City Commission meeting.

- b. Approval of an extension of the towing contract with Ramos Towing. Ramos has done a great job servicing the city and its residents/visitors, and we would like to exercise our option to extend the contract.
- c. Update to the user fee schedule. Note that we are not requesting increases to water/sewer rates. Some areas where we are requesting increases are as follows: farmers market, Hartshorn Marina, launch ramps, and the rental registration program.
- d. Approval of the 1st Quarter Budget Reforecast.
- e. Purchase of a HUD home are 1025 E Forest Ave. This will be a CNS rehab focused on low/moderate income buyers.
- f. Approval to hire Westshore Consulting to assist with the Trust Fund Grant awarded for recreational improvements to Pere Marquette Park.
- g. Accept and deny certain parcels from the county treasurer. These properties were not claimed at the 2017 tax sale. We are only recommending that a handful are accepted to the city can do due diligence to determine if they should be rehabbed or demolished. A decision on the final disposition of these properties will not come until 2018.
- h. Approval of changes to the non-represented employees' pay/benefits. We are recommending a 1% cost of living adjustment as well as an increase in the residency incentive from 2% to 3% for 2018. Additionally, we are asking for some changes to the vacation conversion process and the sick-time cash out policy. We are also recommending that the tuition reimbursement program be enhanced and expanded to help garner more interest from employees, and are further recommending that a residency program be established for bargaining units effective July 2018.
- i. We are seeking approval of a bicycle ordinance that mirrors the ordinance recently passed in Norton Shores. The purpose of the ordinance is to set standards for motor vehicle operators to properly share the roadway for bicyclists, and specifically to keep their distance from the bicyclists when passing them on the roadway.
- j. Approval of control system upgrades at the Water Filtration Plant.
- k. Authorization to add five more chalets to the Western Market for 2018. We are proposing to take a different route with the new chalets, and will be purchasing pre-built shells, and using Tim Harvey to finish them to match the character of the existing chalets. We have a long waiting list of new vendors and 10 of the 11 vendors from 2017 will be returning for 2018. The Western Market was well-received by the community and we see it as an important component in incubating a sustainable brick/mortar retail market in downtown Muskegon. To

date, three of our vendors have added storefronts in the Muskegon Area (two downtown).

2. Under New Business, we are asking the Commission to consider the f:
 - a. Transmittal of the 6/30/17 Comprehensive Annual Financial report (Audit).
 - b. First reading of the critical dune ordinance.

Let me know if you have any questions/comments/concerns

Date: December 5, 2017
To: Honorable Mayor and City Commissioners
From: Ann Marie Meisch, City Clerk
RE: Approval of Minutes

SUMMARY OF REQUEST: To approve minutes of the November 28, 2017 Regular Meeting.

FINANCIAL IMPACT: None.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: Approval of the minutes.

CITY OF MUSKEGON

CITY COMMISSION MEETING

NOVEMBER 28, 2017 @ 5:30 P.M.

**MUSKEGON CITY COMMISSION CHAMBERS
933 TERRACE STREET, MUSKEGON, MI 49440**

MINUTES

The Regular Commission Meeting of the City of Muskegon was held at City Hall, 933 Terrace Street, Muskegon, MI at 5:30 p.m., Tuesday, November 28, 2017. Pastor Tim Cross, Living Word Church, opened the meeting with prayer, after which the Commission and public recited the Pledge of Allegiance to the Flag.

ROLL CALL FOR THE REGULAR COMMISSION MEETING:

Present: Mayor Stephen J. Gawron, Vice Mayor Eric Hood, Commissioners Ken Johnson, Byron Turnquist, Willie German, Jr., Debra Warren, and Dan Rinsema-Sybenga, City Manager Frank Peterson, City Attorney John Schrier, and City Clerk Ann Meisch.

HONORS AND AWARDS:

- A. **City of Muskegon – Years of Service Awards** Certificates of Appreciation were presented to those employees that were in attendance.
- B. **Recognition of Fall 2017 Citizen's Police Academy Graduates**
Citizens that participated in the Fall 2017 Citizen's Academy were recognized by the Director of Public Safety, Jeff Lewis, the Mayor, and the City Commission, and were presented with resolutions commending them for their commitment.

2017-93 CONSENT AGENDA:

- A. **Approval of Minutes** City Clerk

SUMMARY OF REQUEST: To approve minutes of the November 13, 2017 Worksession Meeting and the November 14, 2017 Regular Meeting.

FINANCIAL IMPACT: None

BUDGET ACTION REQUIRED: None

STAFF RECOMMENDATION: Approval of the minutes.

- B. **Scanning Services** City Manager

SUMMARY OF REQUEST: This past summer, the City engaged with Alcogare LLC to scan a number of documents for digital archiving and storage. The scanning was completed on a per-sheet basis. Many of the documents were old building plans and site plans – the total quantity was unknown at the onset of the process. Upon completion, a total of 64,883 documents had been scanned at a cost of \$18,072.65. Staff is seeking formal approval to expense the \$18,072.65.

FINANCIAL IMPACT: \$18,072.65 in general fund expenses.

BUDGET ACTION REQUIRED: None at this time. The expenses will be included in the budget reforecast.

STAFF RECOMMENDATION: Authorize \$18,072.65 in document scanning and archiving costs.

Motion by Commissioner Johnson, second by Commissioner German, to approve the consent agenda as presented, except Item C.

ROLL VOTE: Ayes: Warren, German, Rinsema-Sybenga, Turnquist, Johnson, Gawron, and Hood

Nays: None

MOTION PASSES

C. Sale of Parking Lot City Manager

SUMMARY OF REQUEST: The City Commission previously authorized the City Manager to enter into an agreement to sell Pigeon Hill Brewing a portion of the city-owned parking lots on Shoreline Drive to accommodate the company's expansion plans. The agreement originally called for Sub-Parcels 1 and 2 (collectively Parcel A) to be sold to Pigeon Hill Brewing and Sub-Parcel 3 (now identified as Parcel B) to be retained by the City of Muskegon. Upon completion of the formal property survey, it was determined that the size of Parcel A is now insufficiently sized to accommodate Pigeon Hill's expansion. Parcel B is sufficiently sized to accommodate the expansion. Accordingly, staff is asking the City Commission to amend the original purchase agreement by replacing Parcel A with Parcel B, which would leave Parcel A in the city's ownership and place Parcel B in Pigeon Hill Brewing's ownership.

FINANCIAL IMPACT: None

BUDGET ACTION REQUIRED: None

STAFF RECOMMENDATION: Authorize City Manager to sign the purchase agreement and proceed with the sale of Parcel B.

Motion by Commissioner Warren, second by Commissioner Johnson, to authorize the City Manager to sign the purchase agreement and proceed with the sale of Parcel B.

ROLL VOTE: Ayes: German, Rinsema-Sybenga, Turnquist, Johnson, Gawron,

Hood, and Warren

Nays: None

MOTION PASSES

2017-95 NEW BUSINESS:

A. Concurrence with the Housing Board of Appeals Notice and Order to Demolish the Following: Public Safety

638 Oak Avenue

SUMMARY OF REQUEST: This is to request that the City Commission concur with the findings of the Housing Board of Appeals that the structure located at 638 Oak Avenue is unsafe, substandard, a public nuisance and that it be demolished within thirty (30) days. It is further requested that administration be directed to obtain bids for the demolition of the structure and that the Mayor and City Clerk be authorized and directed to execute a contract for demolition with the lowest responsible bidder or staff may issue infraction tickets to the owner, agent or responsible party if they do not demolish the structure.

FINANCIAL IMPACT: General Funds

BUDGET ACTION REQUIRED: None

STAFF RECOMMENDATION: To concur with the Housing Board of Appeals decision to demolish all structures on the property.

Motion by Commissioner German, second by Commissioner Warren, to concur with the Housing Board of Appeals decision to demolish all structures on the property.

ROLL VOTE: Ayes: Rinsema-Sybenga, Turnquist, Johnson, Gawron, Hood, Warren, and German

Nays: None

MOTION PASSES

PUBLIC PARTICIPATION: No comments were received from the public.

ADJOURNMENT: The City Commission Meeting adjourned at 6:13 p.m.

Respectfully Submitted,

Ann Meisch, MMC, City Clerk

COMMISSION MEETING DATE: December 12th, 2017

Date: November 30th, 2017

To: Honorable Mayor and City Commissioners

From: Director of Public Safety Jeffrey Lewis

RE: Towing Contract Extension (Ramos Towing)

SUMMARY OF REQUEST:

The Director of Public Safety requests that the City Commission review and consider approving a contract extension with our current service provider, Ramos Towing. Currently, Ramos Towing provides towing/impoundment/storage service for the City of Muskegon.

Ramos Towing has been under authorized contract services for towing for the last four (4) years (01/14/2014 to 01/14/2017). Staff will review the current contract in 2018, and begin exploring and preparing a "competitive bid process" to select an acceptable tow service upon expiration of this contract (01/14/19).

Ramos Towing is willing to extend towing services for another one (1) year extension (01/14/2019) and/or until a new contract can be established/approved. This is the second and final one (1) year extension allowed in the current contract.

FINANCIAL IMPACT:

None – current contract language in effect until 01/14/2019

BUDGET ACTION REQUIRED:

None

STAFF RECOMMENDATION:

Staff recommends approval of this extended towing contract agreement until a new contract is explored and accepted.



RECEIVED

NOV 07 2017

MUSKEGON PUBLIC SAFETY
DIRECTOR

November 06, 2017

Chief Lewis

980 Jefferson St.

Muskegon, MI 49440

Dear Chief Lewis and City of Muskegon Police Department,

Ramos Towing would be happy to extend our current towing contract from January 14, 2018, to January 14, 2019, until the contract is established. Thank you for the opportunity for Ramos Towing to serve the City of Muskegon in its towing needs.

Sincerely

A handwritten signature in black ink, appearing to read 'Mary Beth Ramos', written over a horizontal line.

Mary Beth Ramos

Owner



Towing 733-1597
(fax) 733-4441
2444 S. Getty St.

Muskegon, MI 49444
RamosAutobody.com

TOWING AGREEMENT

This Towing Agreement is made on **January 14, 2014**: between the **City of Muskegon**, Michigan municipal corporation, with offices at 933 Terrace Street, Muskegon, Michigan 49440 ("City"), and **Ramos Towing** with offices at 2444 Getty, Muskegon Heights, Michigan 49444, ("Contractor").

Recitals

A. Contractor operates a vehicle towing service, impound service and facility licensed by the State of Michigan; and,

B. City desires to retain Contractor to operate a vehicle towing service, impoundment service and facility pursuant to the terms and conditions of this Agreement.

Therefore, the parties mutually agree as follows:

1. **Retention of Contractor.** City retains Contractor as an independent contractor to operate a towing and wrecker service and impoundment facility for the storage of certain motor vehicles for the City pursuant to the terms and conditions of this Agreement. City agrees to exclusively utilize Contractor's towing and wrecker service and impoundment facility, providing the owner/operator of said motor vehicle does not expressly select some other alternative and reasonable provider of said services. Notwithstanding the foregoing, City may call another towing company if Contractor does not respond in a timely manner or does not provide adequate equipment necessary to provide the services as provided by this Agreement. The City reserves the right to hire specialized equipment outside the scope of this Agreement when needed, i.e., mobile cranes, or other heavy equipment which might be needed for special situations. The parties specifically agree that all fees, charges and expenses incurred by Contractor in performance of this Agreement are **not** City's obligation, and all collection attempts will be directed to the owner/operator of the subject motor vehicle.

2. **Term.** The term of this Agreement will commence on **January 14, 2014** and will continue until **January 14, 2017**, unless earlier terminated by City pursuant to Section 10. City will have the unilateral option to extend this Agreement for two additional one-year terms under the same terms and conditions of this Agreement if, in City's sole discretion, the extension is in the City's best interest. This

extension will be exercised by the City providing written notice to Contractor at least 60 days prior to the termination date.

3. **Duties of Contractor.** Contractor will operate a vehicle towing service, impound service and facility seven days a week, 24 hours a day, in such a manner that Contractor can be reached by telephone at all times by Muskegon Central Dispatch, the Muskegon Police Department, and the Muskegon Department of Public Works. Contractor will tow and/or store all motor vehicles, including tractors and trailers, directed to be towed and/or stored by the City's agents and employees.

a. **Equipment.** At all times during the term of this Agreement, Contractor will own and keep in good operating condition the following equipment:

- i. FCC licensed radio dispatched wreckers;
- ii. Set of dollies;
- iii. Equipment for changing tires, air tanks for inflating tires, tools for lock-outs;
- iv. Booster battery or cables for starting cars or trucks;
- v. Fire extinguishers, flares;
- vi. Extra chains, pry bar, broom and shovel, bucket, oil dry;
- vii. Two standard wreckers fully equipped as specified herein and one large heavy-duty wrecker capable of handling trucks, trailers, semi-trailers, and other large vehicles, up to a gross weight of 50 tons;
- viii. Power winch on each unit set forth in (vii) above; and,
- ix. Gross vehicle weight per wrecker unit rating of not less than 8,000 pounds, and the manufacturer's specifications for rated capacity of at least one ton.

All equipment must be maintained in good working order to safely perform the service required by this Agreement, and conform to the standards, requirements and regulations mandated by federal, state, county and City agencies.

All towing vehicles will be equipped with communication devices

capable of covering all of the territory within the City limits and its immediate bordering jurisdictions and will be subject to periodic inspections by the City regarding their mechanical condition.

Contractor will keep the City informed of the number of tow trucks it has available for use in the performance of this Agreement, including the year, make, model, and capacity. This information must be supplied to the Director of Public Safety.

Contractor will display the company name and phone number prominently on each of its vehicles used in accordance with this Agreement.

b. **Facility.** At all times during the term of this Agreement, Contractor's towing and impound service facility must:

- i. be located within Muskegon County;
- ii. contain a heated, secure building;
- iii. have a fenced area able to accommodate up to 75 vehicles;
- iv. comply with the laws of Michigan and the City of Muskegon;
- v. have prominently posted a list of towing and storage charges, hours of operation as approved by the City, as well as the Contractor's business telephone number; and,
- vi. be maintained in a clean and presentable condition.

c. **Fees.** At all times during the term of this Agreement, Contractor will abide by the table of fees attached to Contractor's bid documents, which is incorporated herein and made a part hereof as **Appendix A**. Any customer service, including accidents, impounds or private tows, received through a request of the City, will be invoiced according to this fee schedule. Notwithstanding the foregoing, if a vehicle is impounded for evidence, Contractor agrees that all storage fees will cease.

During the term of this Agreement, Contractor may not increase its fees except upon prior approval granted by the Muskegon City Commission, following review and recommendation by the Muskegon Police Department and/or Department of Public Works.

Contractor will charge only for equipment actually needed and requested by City at the scene.

City reserves the right to cancel a request for services of the

Contractor at any time, including up to the time of hook up, without either the City or owner or operator incurring any charges. If the owner of the vehicle arrives on scene before the vehicle is towed, and the vehicle can be safely moved by the owner in the opinion of the police officer in charge at the scene, no charges will be incurred and the vehicle will be released to the owner.

Contractor will not charge storage fees for any day Contractor is closed to the general public. Contractor will not charge storage fees for the first 24 hours of storage.

d. **Personnel Qualifications.** Contractor will maintain adequate staffing in order to insure proper and timely response to any and all police requirements for impounding vehicles. Contractor will provide the City with a list of the names and addresses of all current operators/drivers and will notify the City of all changes in operators/drivers. Every operator/driver will:

i. be competent by reason of demonstrated experience or training, in the sole judgment of the City, to safely operate the type of tow truck used by the impound service;

ii. possess the ability to rig, move, pick up and transport vehicles without increasing the original damage, insofar as possible;

iii. be free from the influence of alcoholic beverages, narcotics, or dangerous drugs while on duty;

iv. be familiar with the ordinances, rules and regulations pertaining to tow trucks; and,

v. be licensed as provided by applicable federal, state and local laws and ordinances.

e. **Expenses.** Contractor will be solely responsible for all expenses incurred by Contractor, its agents and employees, in connection with the performance of this Agreement.

f. **Auctions.** Contractor will be responsible for the holding of public auctions for abandoned vehicles, furnishing all documentation attendant to any sale at said auction, paying for the auctioneer, and paying for the public notice advertised in the local daily newspaper. Contractor agrees to hold said auctions under the supervision of the Muskegon Police Department. Auctions will be conducted based on the number of vehicles held, but not less than once per calendar quarter. If no bids are received at the auction, Contractor will become the owner of the vehicle or group of vehicles and will be responsible for disposal. Public auctions will comply with State law.

Contractor shall be responsible for \$50 city fee for each impounded vehicle sold at auction.

g. **Storage of Vehicles.** All vehicles impounded will be stored in a storage lot or building which is fenced with all gates securely locked and a responsible person in charge of the business 24 hours a day that may be called to respond to the lot by someone from the City. Vehicles stored in the building or storage yard will be parked so as to allow one foot of space between vehicles. Storage charges will not be assessed for the first 24 hours of storage.

h. **Release of Vehicles.** The owner of an impounded vehicle or authorized representative of the owner will be required to have a signed approval by the City's Police Department prior to the vehicle being released. Whenever impounded vehicles are claimed by the owner, Contractor will provide the owner with an itemized statement of all charges relating to impounding the vehicle, including a written justification for fees over and above the standard towing fee. Contractor will make every reasonable effort to verify that the individual claiming a stored vehicle is the actual owner or authorized representative of the owner before the vehicle is released.

i. **Hours of Operation.** Contractor will be available and capable of providing towing services 24 hours a day on each and every day (365 days a year) during the term of this Agreement. Contractor will be open to the general public from 8:00 am through 5:00 pm, Monday through Friday, on each and every week during the term of this Agreement to release motor vehicles to their rightful owners. No storage fees may be charged by Contractor for any day that the business is closed to the general public.

j. **Services.** Contractor will have a tow truck at the scene in a timely manner to tow vehicles as requested by the City. Furthermore, Contractor will clean up accident debris from the street upon response to accident scenes. If clean-up is requested and towing is not required there will be no clean-up charge to the City. Clean-up will be deemed completed when inspected and approved by the City official in charge at the scene. If Contractor does not arrive at the requested location within 25 minutes, the police officer or City employee may have the vehicle towed to Contractor's yard at Contractor's expense, and Contractor will accept the vehicle for storage.

At the towing scene, or upon reasonable dispatch thereafter, Contractor must provide the owner or operator of the motor vehicle with a written list itemizing towing fees, storage rates and other expenses. Additionally, Contractor must advise in writing the owner/operator of the right to remove any and all unattached personal property from the motor vehicle at the impoundment yard.

k. **Driving of Vehicles.** Neither Contractor nor any of its employees and/or agents will at any time drive or remove from the premises any motor vehicles placed with Contractor for storage purposes, except with the written

permission of the owner of the motor vehicle or by operation of law.

I. **Recommendation of Repair or Collision Shop.** Under no circumstances will Contractor recommend a repair or collision shop to the vehicle owner/operator.

4. **Recordkeeping and Documentation.** Contractor will maintain all required records and complete all necessary forms for the state of Michigan, Muskegon Police Department, and the Muskegon Department of Public Works. Contractor will maintain all records relating to the disposition of impounded vehicles for a period not less than four years, and the City will have the right to inspect, copy and audit these records during any business hours.

a. **Invoices.** A written or computerized record or invoice will be kept by Contractor and include the following information for each vehicle:

- i. Vehicle identification number;
- ii. Gross vehicle weight rating;
- m. Year, make, and model of vehicle;
- iv. Name of owner of vehicle;
- v. Details of all services rendered regarding vehicle;
- vi. Location from which the vehicle was towed or impounded;
- vii. Mileage of the vehicle; and,
- viii. Any other information the City may require.

These records will be maintained and kept throughout the term of this Agreement (plus one year following the termination of this Agreement) and will be made available to the City for inspection upon request.

b. **Monthly Audit.** A monthly audit will be conducted by Contractor of all vehicles impounded, including the reason the vehicle was impounded. The audit will be submitted to the City's Police Department by the fifteenth day of the following month. Any invoice for special equipment or added services which exceed the standard towing fees will be specifically itemized and contain written justification for such additional fees.

5. **Independent Contractor.** Contractor is an independent contractor and not an employee of the City. Neither the Contractor, nor the Contractor's employees or subcontractors, will be entitled to any or additional insurance,

health, retirement or similar benefits which are or may become available to City employees, as a result of this Agreement. In addition, current or future City employees or agents will not be construed or considered to be employees or agents of Contractor.

6. **Taxes.** Contractor will be solely responsible for the payment and withholding of any and all taxes, levies and assessments under any federal, state or local law and will provide for the payment of taxes on or for income, unemployment, old age, social security, workman's compensation, or any other taxes with respect to the Contractor, the Contractor's employees or subcontractors in connection with the work performed pursuant to this Agreement.

7. **Insurance.**

a. **Liability Insurance.** During the term of this Agreement, Contractor must maintain comprehensive general liability insurance and vehicle liability insurance, including coverage of all operations as a towing service and name the City as co-insured in at least the following amounts:

- i. Comprehensive general liability insurance in an amount not less than \$1,000,000 for each occurrence;
- ii. Vehicle liability insurance in an amount no less than \$1,000,000 for each occurrence;
- iii. An umbrella policy for liability insurance covering any and all of such risks in an amount not less than \$1,000,000; and,
- iii. A garage keeper's insurance policy in the amount of not less than \$250,000.

Contractor will provide City with copies of these insurance policies.

b. **Worker's Compensation Insurance.** During the term of this Agreement Contractor must maintain in full force and effect, workers compensation insurance with limits established under state law, and provide City with a copy of the appropriate certificate evidencing same.

8. **Warranty.** Contractor warrants and represents that it is familiar with the towing and impoundment requirements of the City and is capable of rendering all services as required in this Agreement. Contractor acknowledges that it has made a thorough independent investigation as to its undertakings under this Agreement and as to the actual conditions and requirements of the work and the amount of work to be done.

Contractor acknowledges that the City has not made and does not make any warranties or representations with respect to the City's obligations set forth in this Agreement except as provided in this Agreement.

9. **City Inspections.** Contractor will allow members of the City of Muskegon Police Department or other authorized City representatives to inspect the Contractor's lot or building, stored vehicles, office or other buildings and records relative to this Agreement whenever it is deemed necessary by the City. City reserves the right to conduct an audit at least twice a year of all bills and records relative to this Agreement. Contractor agrees to provide access to the records for inspection by the City and its auditors.

10. **Cancellation of Agreement.** This Agreement may be canceled by City upon two days written notice, delivered by hand or sent by ordinary mail addressed to the Contractor at Contractor's address provided in this Agreement. This Agreement may be cancelled, if, in the sole judgment of the City's Director of Public Safety, the Contractor has not performed according to the terms of this Contract.

This Agreement may be canceled by the Contractor upon 60 days written notice to City's Director of Public Safety.

11. **Indemnification.** Except as otherwise provided in this Section, City and its elected officials, appointed officials, employees and agents (collectively hereinafter referred to as the "Indemnified Persons"), will not be liable to Contractor for any reasons. Contractor will indemnify and hold City and the Indemnified Persons harmless from any loss, expenses, or liability of any nature (including attorneys' fees) due to any and all suits, demands, actions, legal or administrative proceedings or claims arising or resulting from or in connection with:

a. Any act or failure to act including negligence or misrepresentation by the City or any Indemnified Person, whether attributable to the City or Contractor in connection with or resulting from this Agreement, the operations of Contractor, or any other activity; provided however, that Contractor will not be obligated to indemnify the City or any Indemnified Person under this Section including costs and counsel fees if a court of competent jurisdiction finds that the liability in question was caused by the intentional misconduct or gross negligence of the City and any Indemnified Person unless the court determines that, despite the adjudication of liability but in view of all circumstances of the case, the City or any Indemnified Person is fairly and reasonably entitled to indemnification which the court considers proper; and/or

b. The negligent performance by Contractor or its agents, employees, or officers of any work purportedly authorized to be

performed under this Agreement; and/or

c. Any loss or damage connected to or resulting from any work performed or authorized to be performed under this Agreement; and/or

d. Any injury or damage to any person or property arising out of this Agreement or the Contractor's performance of this Agreement.

If any action or proceeding is brought against the City or any Indemnified Person, connected to or resulting from any work performed or authorized to be performed under this Agreement, that action or proceeding will be defended by counsel to the City or the Contractor as City will determine. If the defense is by counsel to the City, the City will pay the costs of that defense including its counsel fees. If the City determines that the Contractor will defend the City or an Indemnified Person, the Contractor will immediately assume the defense at its sole costs.

The Contractor and the City agree to act cooperatively in the defense of any action brought against the City and the Contractor to the greatest extent possible. The City agrees that it will not settle any action or proceeding against it without prior written consent of the Contractor, unless the City has provided written notice to the Contractor of its decision to waive any right to indemnification for the proposed settlement (including any costs, expenses or counsel fee associated therewith).

Contractor will also indemnify City for all costs and expenses, including reasonable counsel fees, incurred in enforcing any obligation of the Contractor under this Agreement.

12. **Non-Discrimination.** Contractor covenants not to discriminate on the basis of race, color, religion, or national origin against any employee or applicant for employment to be employed in the performance of this Agreement with respect to his/her hire, compensation, tenure, terms, conditions or privileges of employment, and Contractor further covenants not to so discriminate against any other person using or attempting to use the facility and services described in this Agreement. Further, Contractor covenants to require similar covenants on the part of any sub-contractor(s) or agent(s) employed in the performance of this Agreement. Contractor will furnish his services on a fair, equal, and non-discriminatory basis to all users.

13. **Prevention and Satisfaction of Liens.** Contractor agrees not to file, assert, prosecute, and will not allow construction, mechanic's or material men's liens to be filed or continued against any City property for services performed, or for materials, machine¹y or equipment furnished in connection

with the work to be performed by Contractor or by Contractor's sub-contractors. If any such lien is nevertheless filed, Contractor agrees, at Contractor's expense, to take any and all steps necessary and proper for the release, satisfaction and discharge of said lien.

14. **Permits and Licensing.** Contractor agrees to comply with all federal, state and local laws, ordinances, rules regulations and requirements that are now, or may in the future become, applicable to Contractor's business or equipment for the work to be performed pursuant to this Agreement. Contractor will provide employees who possess a Commercial Driver's License with the appropriate designation with providing service under this Agreement. It is Contractor's responsibility to provide services in compliance with the Americans' Disabilities Act. Contract will also meet the requirements of the Michigan Commercial Driver's License Standards, Federal Drug Free Workplace Act, the Elliott-Larson Act, the Michigan Civil Rights Act, and any other applicable employee related legislation.

15. **State of Michigan Abandoned Vehicle Fee.** Contractor agrees not to charge a customer the State of Michigan abandoned vehicle fee until the customer's vehicle is entered into the LEIN system as an abandoned vehicle. If Contractor fails to comply with this Section, then Contractor agrees to fully reimburse the customer, and pay City two times the amount of the abandoned vehicle fee (currently \$40-so, Contractor would pay City \$80 per occurrence). Contractor shall abide by state law and pay the required abandon vehicle fees to the Michigan Secretary of State.

16. **Default.** It is expressly agreed between the parties that if the impoundment or storage facilities described in this Agreement are vacated, abandoned or not maintained or operated in accordance with this Agreement, or if Contractor attempts to sell, convey or assign this Agreement, or if Contractor fails to provide notices in a timely and proper manner in accordance with Public Act 1981, No. 104 as amended, or if Contractor defaults in any of the terms of this Agreement, or if Contractor fails to comply with any statutes, ordinances, rules, orders, regulations, or requirements of the federal, state and/or City government or of any and all of their departments and bureaus applicable to the premises and operations described in this Agreement, or if the Contractor files a petition in bankruptcy or be adjudicated as bankrupt, or make an assignment for the benefit of creditors, or take advantage of any insolvency act, City may elect to terminate this Agreement immediately and, if City elects to terminate this

Agreement because of the violation of this paragraph, upon such termination Contractor will compensate City for the loss suffered by reason of the termination and the default hereunder.

17. **Right to Control.** Contractor agrees to perform and supervise all work under this Agreement efficiently and in accordance with the highest

standards of the industry. Contractor will be solely responsible for the means, methods, techniques, sequences and procedures for completing the work.

18. **Miscellaneous.**

a. **Sale or Assignment.** This Agreement may not be assigned or sub- contracted without the City's prior written consent. Contractor's owner(s) agree not to sell or assign their interest, including their stock, membership interest, or assets in Contractor without City's prior written consent.

b. **Validity.** The invalidity of any portion of this Agreement will not affect the remainder of the Agreement, unless the City so elects. Unless the City elects otherwise, if any terms of this Agreement shall be held invalid, illegal, or unenforceable in whole or in part, the validity of the other terms of this Agreement shall not be affected and shall remain in full force and effect.

c. **Governing Law.** This Agreement will be governed by the laws of the State of Michigan.

d. **Entire Agreement.** This Agreement represents the entire and integrated Agreement between the City and Contractor and supersedes all prior negotiations, representations or agreements, either written or oral.

e. **Amendments.** All amendments to this Agreement must be made in writing and signed by City and by Contractor.

The parties have signed this Agreement the date first above set forth.

City of Muskegon, a Michigan Municipal Corporation

By _____
Its Mayor

Contractor – Ramos Towing

By _____
Its Owner

Commission Meeting Date: December 12, 2017

Date: December 12, 2017
To: Honorable Mayor and City Commissioners
From: Finance Director
RE: 2018 User Fee Update

SUMMARY OF REQUEST: City departments have reviewed and updated their user fees and these have been incorporated into the Master Fee Resolution that is attached for your consideration.

The new fees and fee changes that are being proposed are highlighted on the attached spreadsheet and significant changes include the following:

- Daily launch ramp and seasonal launch ramp fees have been updated;
- Small and large boat basin fees have been adjusted;
- Farmers Market annual stall fees have been adjusted;
- Kitchen 242 is adding fees for occasional or one time users;
- Cemetery fees have been adjusted;
- Rental registration and re-inspection fees have been adjusted.

FINANCIAL IMPACT: Revenue generated for fee supported activities.

BUDGET ACTION REQUIRED: None at this time. Adoption of the Master Fee Resolution will help the City attain its budget revenue estimates.

STAFF RECOMMENDATION: Approval of the 2018 Master Fee Resolution.

City of Muskegon

RESOLUTION

A resolution adopting fees for services in the City entitled "Master Fee Resolution".

The City of Muskegon hereby RESOLVES:

1. The City of Muskegon has in the past adopted resolutions from time to time which set fees for various services in the City.
2. That in addition to the specifically adopted resolution fees, there are fees which are charged pursuant to ordinances and codes as well as the fees which are charged in the exercise of various other functions of the City which serve the public.
3. That the City Commission has reviewed all of the fees which are charged from time to time pursuant to resolution, ordinance and in the affording of services to and for the public, and has determined to adopt the resolution a comprehensive schedule of fees by this resolution which is hereby called the "Master Fee Resolution".
4. That the City Commission and its committees, with the advice of the staff of the City, have carefully investigated and examined the fees set forth in this Master Resolution and have determined that they are reasonably related to the actual cost of affording the services involved.

NOW, THEREFORE, THE CITY COMMISSION HEREBY RESOLVES:

1. That the schedule of fees attached to this resolution is hereby adopted and shall be charged for the services set forth in the schedule and under the conditions set forth therein.
2. That any fees listed which are also listed in specific resolutions, rules or regulations, shall be charged in accordance with those resolutions, rules and regulations, and with the practices of the City in affording the appropriate services.
3. That the adoption of this resolution does not amend or change previous specific resolutions for the charging of fees for services, and does not preclude the existence of previous or future resolutions setting forth fees which are not included herein.

This resolution adopted.

Ayes

Nays

CITY OF MUSKEGON

Ann Marie Meisch, City Clerk

CERTIFICATE

This Resolution was adopted at a meeting of the City Commission of the City of Muskegon, held on December 12, 2017. 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.

Ann Marie Meisch, City Clerk

[illegible]

CITY OF MUSKEGON									
Master Fee Resolution - Schedule of Fees									
(Effective 1/1/2017)									
				2015	2015	2016	2017	2018	DEPARTMENT
	DEPT	DESCRIPTION	UNIT	FEE eff 1/1	FEE eff 7/1	FEE	FEE	FEE	COMMENTS
23	CEMETERIES	CEMETERIES GRAVE PRICES (RESTLAWN-FLUSH MARKER) NR *	TWO GRAVES	1,450.00	1,450.00	1,450.00	1,450.00	1,550.00	50% GOES TO PERPETUAL CARE
24	CEMETERIES	CEMETERIES GRAVE PRICES (RESTLAWN-UPRIGHT MARKER)	ONE GRAVE	750.00	750.00	750.00	750.00	835.00	50% GOES TO PERPETUAL CARE
25	CEMETERIES	CEMETERIES GRAVE PRICES (RESTLAWN-UPRIGHT MARKER)	TWO GRAVES	1,400.00	1,400.00	1,400.00	1,400.00	1,500.00	50% GOES TO PERPETUAL CARE
26	CEMETERIES	CEMETERIES GRAVE PRICES (RESTLAWN-UPRIGHT MARKER) NR *	ONE GRAVE	900.00	900.00	900.00	900.00	1,000.00	50% GOES TO PERPETUAL CARE
27	CEMETERIES	CEMETERIES GRAVE PRICES (RESTLAWN-UPRIGHT MARKER) NR *	TWO GRAVES	1,650.00	1,650.00	1,650.00	1,650.00	1,800.00	50% GOES TO PERPETUAL CARE
28	CEMETERIES	CEMETERIES IN-GOUND SPACE FOR CREMAINS (RESTLAWN)	EACH	300.00	300.00	300.00	300.00	350.00	
29	CEMETERIES	CEMETERIES IN-GOUND SPACE FOR CREMAINS (RESTLAWN) NR*	EACH	350.00	350.00	350.00	350.00	400.00	
30	CEMETERIES	CEMETERIES GRAVE PRICES (1/2 GRAVE--ALL CEMETERIES)	EACH	500.00	500.00	500.00	500.00	600.00	
31	CEMETERIES	CEMETERIES GRAVE PRICES (1/2 GRAVE--ALL CEMETERIES) NR *	EACH	600.00	600.00	600.00	600.00	650.00	
32	CEMETERIES	CEMETERIES OPENING (1/2 GRAVE)	EACH	250.00	250.00	250.00	250.00	300.00	
33	CEMETERIES	CEMETERIES OPENING (1/2 GRAVE) NR *	EACH	300.00	300.00	300.00	300.00	350.00	
34	CEMETERIES	CEMETERIES OPENING (CREMATION)	EACH	300.00	300.00	300.00	300.00	350.00	
35	CEMETERIES	CEMETERIES OPENING (CREMATION) NR *	EACH	350.00	350.00	350.00	350.00	400.00	
36	CEMETERIES	CEMETERIES SECOND CREMAINS (OPEN GRAVESITE)	EACH	60.00	60.00	60.00	60.00	80.00	FOR ADDITIONAL ASHES
37	CEMETERIES	CEMETERIES OPENING	EACH	500.00	500.00	500.00	500.00	500.00	
38	CEMETERIES	CEMETERIES OPENING NR *	EACH	600.00	600.00	600.00	600.00	600.00	
39	CEMETERIES	CEMETERIES OPENING (STILLBORN IN BABYLAND)	EACH	150.00	150.00	150.00	150.00	175.00	
40	CEMETERIES	CEMETERIES OPENING (STILLBORN IN BABYLAND) NR *	EACH	175.00	175.00	175.00	175.00	200.00	
41	CEMETERIES	CEMETERIES OPENING (STILLBORN NOT IN BABYLAND)	EACH	250.00	250.00	250.00	250.00	300.00	
42	CEMETERIES	CEMETERIES OPENING (STILLBORN NOT IN BABYLAND) NR *	EACH	300.00	300.00	300.00	300.00	350.00	
43	CEMETERIES	CEMETERIES OVERTIME (MON-FRI AFTER 2:30PM)	EACH	300.00	300.00	300.00	300.00	400.00	
44	CEMETERIES	CEMETERIES OVERTIME (SATURDAYS & HOLIDAYS)	EACH	400.00	400.00	400.00	400.00	500.00	
45	CEMETERIES	CEMETERIES OVERTIME (SUNDAYS)	EACH	500.00	500.00	500.00	500.00	600.00	

CITY OF MUSKEGON									
Master Fee Resolution - Schedule of Fees									
(Effective 1/1/2017)									
				2015	2015	2016	2017	2018	DEPARTMENT
				FEE eff 1/1	FEE eff 7/1	FEE	FEE	FEE	COMMENTS
	DEPT	DESCRIPTION	UNIT						
46	CEMETERIES	CEMETERIES NICHES COLUMBARIUM	EACH	850.00	850.00	850.00	850.00	900.00	
47	CEMETERIES	CEMETERIES NICHES COLUMBARIUM NR	EACH	900.00	900.00	900.00	900.00	950.00	
48	CEMETERIES	CEMETERIES NICHES (OPEN/CLOSING)	EACH	125.00	125.00	125.00	125.00	150.00	
49	CEMETERIES	CEMETERIES NICHES (OPEN/CLOSING) NR	EACH	175.00	175.00	175.00	175.00	200.00	
50	CEMETERIES	CEMETERIES HEADSTONE SERVICE	PER SQUARE INCH	0.55	0.55	0.55	0.55	0.55	MINIMUM \$60.00
51	CEMETERIES	CEMETERIES SERVICE (GOVERNMENT MARKERS)	EACH	60.00	60.00	60.00	60.00	60.00	
52	CEMETERIES	CEMETERIES SERVICE (MAUSOLEUM VASES)	EACH	75.00	75.00	75.00	75.00	75.00	
53	CEMETERIES	CEMETERIES SERVICE HEADSTONE PRE-PLACEMENT	EACH	25.00	25.00	25.00	25.00	25.00	
54	CEMETERIES	CEMETERIES SERVICE (SMALL VASES) RESTLAWN	EACH	50.00	50.00	50.00	50.00	50.00	
55	CEMETERIES	ENTOMBMENT - EVERGREEN MAUSOLEM	EACH	175.00	175.00	175.00	175.00	200.00	
56	CEMETERIES	ENTOMBMENT NR - EVERGREEN MAUSOLEUM	EACH	250.00	250.00	250.00	250.00	300.00	
57	CEMETERIES	TRANSFER & AFFIDAVIT FEE PER GRAVE SPACE	EACH	50.00	50.00	50.00	50.00	50.00	
58	CEMETERIES	CHAPEL FUNERAL SERVICE	EACH	75.00	75.00	75.00	75.00	75.00	
59	CLERK	ADDRESS LABELS - VOTER REGISTRATION	EACH	0.05	0.05	0.05	0.05	0.05	
60	CLERK	BUSINESS REGISTRATION	EACH	30.00	35.00	35.00	35.00	35.00	
61	CLERK	BUSINESS TRANSIENT/PEDDLER - RENEWAL MAY 1ST	ANNUAL	150.00	150.00	150.00	150.00	150.00	
62	CLERK	BUSINESS AUCTIONEER LICENSE (INDIVIDUAL EVENT)	PER DAY	10.00	10.00	10.00	10.00	10.00	
63	CLERK	BUSINESS AUCTIONEER LICENSE (REGULAR)	PER YEAR	100.00	100.00	100.00	100.00	100.00	
64	CLERK	AUCTION FEE	PER DAY	30.00	30.00	30.00	30.00	30.00	
65	CLERK	BUSINESS ENTERTAINMENT OCCUPANCY	PER YEAR	125.00	125.00	125.00	125.00	125.00	
66	CLERK	GAMING LICENSE REQUEST/PERMIT (30 DAYS OR MORE ADVANCE NOTICE)	EACH	75.00	75.00	75.00	75.00	75.00	
67	CLERK	GAMING LICENSE REQUEST (LESS THAN 30 DAYS ADVANCE NOTICE)	EACH	100.00	100.00	100.00	100.00	100.00	

CITY OF MUSKEGON									
Master Fee Resolution - Schedule of Fees									
(Effective 1/1/2017)									
				2015	2015	2016	2017	2018	DEPARTMENT
	DEPT	DESCRIPTION	UNIT	FEE eff 1/1	FEE eff 7/1	FEE	FEE	FEE	COMMENTS
68	CLERK	CITY HALL CONFERENCE ROOM RENTAL	PER HOUR	25.00	25.00	25.00	25.00	25.00	CHARGED TO LAW FIRMS AND OTHER FOR PROFIT ORGANIZATIONS WISHING TO USE FACILITIES FOR NON-CITY RELATED BUSINESS
69	CLERK	ENCROACHMENT PERMIT APPLICATION FEE	EACH	100.00	100.00	100.00	100.00	100.00	
70	CLERK	ENCROACHMENT PERMIT CERTIFICATE FEE	EACH LOCATION	50.00	50.00	50.00	50.00	50.00	SAME AS RENEWAL FEE
71	CLERK	ENCROACHMENT/RENTAL FEE (BUS BENCHES)	PER BENCH/PERMONTH	5.00	5.00	5.00	5.00	5.00	
72	CLERK	ENCROACHMENT 1-YEAR RENEWAL	EACH	25.00	25.00	25.00	25.00	25.00	
73	CLERK	ENCROACHMENT 1-YEAR RENEWAL (INSPECTION REQ'D)	EACH	50.00	50.00	50.00	50.00	50.00	
74	CLERK	ENCROACHMENT PERMIT TO WORK IN R-O-W	PER UNIT	10.00	10.00	10.00	10.00	10.00	OR ACTUAL COSTS (WHICHEVER IS GREATER)
75	CLERK	FIREWORKS DISPLAY PERMIT PROCESSING FEE (30 OR MORE DAYS ADVANCE NOTICE)	EACH	75.00	75.00	75.00	75.00	75.00	
76	CLERK	FIREWORKS DISPLAY PERMIT PROCESSING FEE (LESS THAN 30 DAYS ADVANCE NOTICE)	EACH	150.00	150.00	150.00	150.00	150.00	
77	CLERK	LIQUOR LICENSE RENEWAL (BEFORE FEBRUARY 28)	EACH	100.00	100.00	100.00	100.00	100.00	
78	CLERK	LIQUOR LICENSE RENEWAL (AFTER FEBRUARY 28)	EACH	150.00	150.00	150.00	150.00	150.00	
79	CLERK	LIQUOR LICENSE TRANSFER OF OWNERSHIP OR LOCATION	EACH	250.00	250.00	250.00	250.00	250.00	
80	CLERK	DEVELOPMENT DISTRICT AREA CLASS-C ON-PREMISES LIQUOR LICENSE (FORMERLY DOWNTOWN DEV AUTH LICENSE)	EACH	2,500.00	2,500.00	2,500.00	2,500.00	2,500.00	SAME REVIEW PROCESS AS FOR RENEWAL
81	CLERK	NEW LIQUOR LICENSE	EACH	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	REPLACES FEES ABOVE
82	CLERK	GOING OUT OF BUSINESS SALE	EACH	50.00	50.00	50.00	50.00	50.00	UP TO ONE MONTH - RENEWABLE
83	CLERK	LIQUOR LICENSE (EXPANSION OF EXISTING LICENSE)	EACH	25.00	25.00	25.00	25.00	25.00	
84	CLERK	MOBILE FOOD VENDING PERMIT	ANNUAL	300.00	300.00	300.00	300.00	300.00	APPROVED BY COMMISSION IN 2014
85	CLERK	MOBILE FOOD VENDING PERMIT (BRICK & MORTAR RESTAURANT IN CITY)	ANNUAL	150.00	150.00	150.00	150.00	150.00	APPROVED BY COMMISSION IN 2014
86	CLERK	MOBILE FOOD VENDING PERMIT (BRICK & MORTAR RESTAURANT IN DDA DISTRICT)	ANNUAL	50.00	50.00	50.00	50.00	50.00	APPROVED BY COMMISSION IN 2014
87	CLERK	PASSPORT APPLICATION FEE	EACH	25.00	25.00	25.00	25.00	25.00	PER FEDERAL LAW
88	CLERK	PASSPORT PHOTO FEE	EACH	10.00	10.00	10.00	15.00	15.00	
89	CLERK	MONEY ORDERS	EACH				5.00	5.00	NEW SERVICE & FEE

CITY OF MUSKEGON									
Master Fee Resolution - Schedule of Fees									
(Effective 1/1/2017)									
				2015	2015	2016	2017	2018	DEPARTMENT
	DEPT	DESCRIPTION	UNIT	FEE eff 1/1	FEE eff 7/1	FEE	FEE	FEE	COMMENTS
90	CLERK	PRECINCT MAPS (SMALL)	EACH	2.00	2.00	2.00	2.00	2.00	
91	CLERK	PUBLIC NOTARY FEE	EACH	5.00	5.00	5.00	5.00	5.00	CONSISTENT WITH COUNTY FEE
92	CLERK	SPECIAL EVENT PARKING FEE (UNDER 50 PARKING SPOTS)	PER EVENT	25.00	25.00	25.00	25.00	25.00	APPROVED BY COMMISSION IN 2014
93	CLERK	SPECIAL EVENT PARKING FEE (OVER 50 PARKING SPOTS)	PER EVENT	50.00	50.00	50.00	50.00	50.00	APPROVED BY COMMISSION IN 2014
94	CLERK	TELECOMMUNICATIONS ACT NEW PROVIDER FEE	EACH	500.00	500.00	500.00	500.00	500.00	PER NEW STATE TELECOMMUNICATIONS ACT
95	CLERK	VOTER INFORMATION - ON DISK	EACH	25.00	25.00	25.00	25.00	25.00	
96	CLERK	VOTER REGISTRATION - HARDCOPY LIST	PER LISTING	0.01	0.01	0.01	0.01	0.01	
97	CLERK	VOTER REGISTRATION - MAILING LABELS	PER LABEL	0.05	0.05	0.05	0.05	0.05	
98	CNS	MORTGAGE REFINANCE FEE	EACH	50.00	50.00	50.00	50.00	50.00	
99	CNS	REHAB LOAN APPLICATION FEE	EACH	200.00	200.00	200.00	200.00	200.00	
100	CNS	RENTAL REHAB APPLICATION FEE	PER LOAN	100.00	100.00	100.00	100.00	100.00	
101	DPW	ADDITIONAL GARBAGE SERVICE (1 TOTER)	PER MONTH	13.00	13.00	13.00	13.00	13.00	
102	DPW	APPLIANCE STICKER	EACH	25.00	25.00	25.00	25.00	25.00	
103	DPW	GARBAGE CART REPLACEMENT - DAMAGED BY USER	EACH	55.00	55.00	55.00	55.00	55.00	
104	DPW	GARBAGE SERVICE - SMALL BUSINESS	PER MONTH	16.00	16.00	16.00	16.00	16.00	INCLUDES CHURCHES AND NON-PROFITS
105	DPW	GARBAGE SERVICE - UNAUTHORIZED USE OF CARTS	PER INCIDENT	30.00	30.00	30.00	50.00	50.00	
106	DPW	GARBAGE SERVICE - REPLACE LOST/STOLEN CART	EACH	55.00	55.00	55.00	55.00	55.00	
107	DPW	GARBAGE SERVICE - NEW SERVICE STARTUP	EACH	55.00	55.00	55.00	55.00	55.00	
108	DPW	GARBAGE SERVICE - MIXED REFUSE STICKER	EACH	2.00	2.00	2.00	2.00	2.00	BUY 6 FOR \$10.00 - UNIT PRICE \$1.67
109	DPW	FEE FOR SPECIAL COLLECTION OF ILLIEGAL MATERIALS	EACH	50.00	50.00	50.00	50.00	50.00	OR ACTUAL COSTS (WHICHEVER IS GREATER)
110	DPW	FEE FOR BULK YARD WASTE DROP OFF (DURING REGULAR HOURS) - BY APPOINTMENT ONLY	EACH	25.00	25.00	25.00	25.00	25.00	
111	DPW	REPLACE EMPLOYEE ID/ACCESS TKC CARD	PER LOST CARD	0.00	0.00	10.00	10.00	10.00	REACTIVATED FEE
112	DPW	STORM SEWER CONNECTION FEE	EACH	800.00	800.00	800.00	800.00	800.00	STUB FEE

CITY OF MUSKEGON									
Master Fee Resolution - Schedule of Fees (Effective 1/1/2017)									
				2015	2015	2016	2017	2018	DEPARTMENT
	DEPT	DESCRIPTION	UNIT	FEE eff 1/1	FEE eff 7/1	FEE	FEE	FEE	COMMENTS
113	DPW	TREE REPLACEMENT PLANTING FEE	EACH	200.00	200.00	200.00	200.00	200.00	
114	DPW	TREE REMOVAL FEE (12" AND UNDER DIAMETER)	EACH	200.00	200.00	200.00	200.00	200.00	TREE MEASURED AT 4' ABOVE GRADE
115	DPW	TREE REMOVAL FEE (12" - 18" DIAMETER)	EACH	500.00	500.00	500.00	500.00	500.00	TREE MEASURED AT 4' ABOVE GRADE
116	DPW	TREE REMOVAL FEE (18" - 24" DIAMETER)	EACH	650.00	650.00	650.00	650.00	650.00	TREE MEASURED AT 4' ABOVE GRADE
117	DPW	TREE REMOVAL FEE (24" - 30" DIAMETER)	EACH	750.00	750.00	750.00	750.00	750.00	TREE MEASURED AT 4' ABOVE GRADE
118	DPW	TREE REMOVAL FEE (30" - 36" DIAMETER)	EACH	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	TREE MEASURED AT 4' ABOVE GRADE
119	DPW	TREE REMOVAL FEE (36" - 42" DIAMETER)	EACH	1,700.00	1,700.00	1,700.00	1,700.00	1,700.00	TREE MEASURED AT 4' ABOVE GRADE
120	DPW	TREE REMOVAL FEE (42" AND OVER DIAMETER)	EACH	1,900.00	1,900.00	1,900.00	1,900.00	1,900.00	TREE MEASURED AT 4' ABOVE GRADE
121	DPW	HANG AND/OR REMOVE BANNER	EACH REQUEST	450.00	450.00	450.00	450.00	450.00	EACH ADDITIONAL BANNER: \$50.00
122	DPW	USE OF BIKE PATH FOR ORGANIZED EVENTS	EACH EVENT	200.00	200.00	200.00	200.00	200.00	PER EVENT
123	DPW	WIDE LOAD PERMIT	EACH	200.00	200.00	200.00	200.00	200.00	
124	DPW (PARKS)	EXCLUSIVE USE OF HACKLEY PK FOR SPECIAL EVENTS	PER DAY	125.00	125.00	125.00	125.00	125.00	
125	DPW (PARKS)	EXCLUSIVE USE OF PERE MARQUETTE LARGE OVAL FOR SPECIAL EVENTS	PER DAY	125.00	125.00	125.00	125.00	125.00	
126	DPW (PARKS)	USE FEE IN ADDITION TO SPECIAL EVENT APPLICATION FEE	PER DAY	125.00	125.00	125.00	125.00	125.00	
127	DPW (PARKS)	CLEANING DEPOSIT FOR EXCLUSIVE USE OF HACKLEY, PERE MARQUETTE OR MARGARET DRAKE ELLIOTT PARKS - SPECIAL EVENT	EACH	50.00	50.00	50.00	50.00	50.00	
128	DPW (PARKS)	PARK BUILDING USE (RESV. BEFORE 4/15)	PER SESSION	100.00	100.00	100.00	100.00	100.00	REMOVED SPECIFIC TIMES AND AND PARK'S NAME, CHANGED TO PER SESSION
129	DPW (PARKS)	MC GRAFT PARK BUILDING USE (RESV. BEFORE 4/15)	5:00PM - 10:00PM	100.00	100.00	N/A	N/A	N/A	OBSELETE AS OF 1/1/2016 AS RENTAL IS NOW PER "SESSION" AND FOR ANY PARK BLDG
130	DPW (PARKS)	PARK BUILDING USE (RESV. MADE BETWEEN 4/15 - 9/30)	PER SESSION	125.00	125.00	125.00	125.00	125.00	removed McGraft and made applicable to all buildings
131	DPW (PARKS)	MC GRAFT PARK BUILDING USE	PER ADDITIONAL HOUR	25.00	25.00	25.00	25.00	25.00	
132	DPW (PARKS)	PARK BUILDING USE (CLEANING/SECURITY DEPOSIT)	EACH	50.00	50.00	50.00	50.00	50.00	removed McGraft and made applicable to all buildings
133	DPW (PARKS)	MC GRAFT PARK MUSIC BOWL	HOUR	45.00	45.00	45.00	45.00	45.00	
134	DPW (PARKS)	PARKS (LIGHT COSTS SPORT FIELDS & COURTS)	EACH	40.00	40.00	40.00	40.00	40.00	
135	DPW (PARKS)	PARKS (WOOD SNOW FENCE RENTAL)	EACH	30.00	30.00	30.00	30.00	30.00	DELIVERY/PICK-UP NOT INCLUDED. ADDITIONAL COSTS FOR LABOR (\$60.00/HR)AND VEHICLE RENTAL WILL APPLY IF DELEVRY OR PICK UP IS REQUIRED

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136	DPW (PARKS)	PARKS (USE OF GARBAGE CANS)	EACH	5.00	5.00	5.00	5.00	5.00	DELIVERY/PICK-UP NOT INCLUDED. ADDITIONAL COSTS FOR LABOR (\$60.00/HR)AND VEHICLE RENTAL WILL APPLY IF DELEVERY OR PICK-UP IS REQUIRED
137	DPW (PARKS)	SPORTS FIELD & COURT RENTAL (EXLUDES SETUP SERVICES)	2 HOUR RENTAL	25.00	25.00	25.00	25.00	25.00	
138	DPW (PARKS)	CHANNEL SHELTER RENTAL (RESV. BEFORE 4/15)	EACH	50.00	50.00	50.00	50.00	50.00	CHANGED THE RESERVATION TIME
139	DPW (PARKS)	CHANNEL SHELTER RENTAL (RESV. BETWEEN 4/15 - 9/30)	EACH	0.00	0.00	75.00	75.00	75.00	
140	DPW (PARKS)	PICNIC SHELTER RENTAL (MADE BEFORE 4/15 OR AFTER 9/30)	EACH SESSION	100.00	100.00	100.00	100.00	100.00	
141	DPW (PARKS)	PICNIC SHELTER RENTAL (MADE BETWEEN 4/15 AND 9/30)	EACH SESSION	125.00	125.00	125.00	125.00	125.00	
142	DPW (PARKS)	PICNIC SHELTER RENTAL RESERVATION CHANGE	EACH	15.00	15.00	15.00	15.00	15.00	
144	DPW (PARKS)	CLEANING FEE FOR RENTALS	EACH	75.00	75.00	75.00	75.00	75.00	NOT CHARGED IF FACILITY LEFT CLEAN
145	DPW (PARKS)	PICNIC SHELTER RENTAL (KRUSE #4 - 200 PERSON SHELTER)	RESIDENT	125.00	125.00	125.00	125.00	125.00	
146	DPW (PARKS)	GROUPED TABLES (4) AT DRAKE-ELLIOTT (48 PEOPLE)	EACH	50.00	50.00	50.00	50.00	50.00	
147	DPW (PARKS)	WEDDING RESERVATIONS IN/ON CITY PARKS/BEACHES	EACH	150.00	150.00	150.00	150.00	150.00	
148	DPW (PARKS)	KEY DEPOSIT (RESTROOM)	EACH	25.00	25.00	25.00	25.00	25.00	
149	DPW (PARKS)	CITY SERVICES (55-GAL METAL TRASH CANS)	EACH	5.00	5.00	5.00	5.00	5.00	DELIVERY/PICK-UP NOT INCLUDED. ADDITIONAL COSTS FOR LABOR (\$60.00/HR)AND VEHICLE RENTAL WILL APPLY IF DELEVERY OR PICK-UP IS REQUIRED
150	DPW (PARKS)	CITY SERVICES RENTAL OF POSTS	EACH POST	3.00	3.00	3.00	3.00	3.00	DELIVERY/PICK-UP NOT INCLUDED. ADDITIONAL COSTS FOR LABOR (\$60.00/HR)AND VEHICLE RENTAL WILL APPLY IF DELEVERY OR PICK-UP IS REQUIRED
151	DPW (PARKS)	CITY SERVICES (PICNIC TABLES)	EACH	10.00	10.00	10.00	10.00	10.00	DELIVERY/PICK-UP NOT INCLUDED. ADDITIONAL COSTS FOR LABOR (\$60.00/HR)AND VEHICLE RENTAL WILL APPLY IF DELEVERY OR PICK-UP IS REQUIRED
152	DPW (PARKS)	CITY SERVICES (LABOR PARKS OR DPW STAFF)	PER HOUR	60.00	60.00	60.00	60.00	60.00	
153	DPW (PARKS)	RENTAL OF PORTABLE STAGE	EACH				100.00	100.00	NEW FEE
154	DPW (PARKS)	RENTAL OF BLEACHERS	EACH				100.00	100.00	NEW FEE
155	ENGINEERING	CHARGE FOR BLUEPRINTS (PLANS & UTILITY MAPS)	EACH	8.00	8.00	8.00	8.00	8.00	
156	ENGINEERING	CHARGE FOR BID DOCUMENTS (STANDARD)	EACH	40.00	40.00	40.00	40.00	40.00	
157	ENGINEERING	CHARGE FOR BID DOCUMENTS (NON-STANDARD)	EACH	ACTUAL COSTS	ACTUAL COSTS	ACTUAL COSTS	ACTUAL COSTS		
158	ENGINEERING	STORM WATER MANAGEMENT BILLING FEE	PER BILL	5.00	5.00	5.00	5.00	5.00	

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159	ENGINEERING	STORM WATER MANAGEMENT HOOKUP FEE FOR SYSTEM AVAILABILITY	EACH	175.00	175.00	175.00	175.00	175.00	5,000 GALLON PER DAY MAXIMUM
160	ENGINEERING	STORM WATER MANAGEMENT PERMIT APPLICATION FEE	EACH	500.00	500.00	500.00	500.00	500.00	
161	ENGINEERING	STORM WATER MANAGEMENT SYSTEM USE FEE	PER 1,000 GALLONS	0.20	0.20	0.20	0.20	0.20	
162	ENGINEERING	PROPERTY OWNER WORKING IN R-O-W FEE	EACH UNIT	20.00	20.00	20.00	20.00	20.00	SIDEWALK/DRIVE APPROACHES, LANDSCAPING
163	ENGINEERING	UTILITY ANNUAL PERMIT FEE	EACH	1,750.00	1,750.00	1,750.00	1,750.00	1,750.00	
164	ENGINEERING	UTILITY CUT PERMIT APPLICATION FEE/CONTRACT	UNIT	50.00	50.00	50.00	50.00	50.00	
165	ENGINEERING	UTILITY CUT PERMIT FEE	UNIT	20.00	20.00	20.00	20.00	20.00	
166	ENGINEERING	UTILITY CUT (PAVEMENT REMOVAL-PAVEMENT <4 YEARSOLD)	SQUARE YARD	100.00	100.00	100.00	100.00	100.00	FEEES ADJUSTED TO REFLECT RESIDUAL VALUE
167	ENGINEERING	UTILITY CUT (PAVEMENT REMOVAL-PAVEMENT 4-9 YEARSOLD)	SQUARE YARD	75.00	75.00	75.00	75.00	75.00	FEEES ADJUSTED TO REFLECT RESIDUAL VALUE
168	ENGINEERING	UTILITY CUT (PAVEMENT REMOVAL-PAVEMENT >10 YEARSOLD)	SQUARE YARD	50.00	50.00	50.00	50.00	50.00	FEEES ADJUSTED TO REFLECT RESIDUAL VALUE
169	ENGINEERING	UTILITY CUT (PROJECT DURATION)	WEEK	27.50	27.50	27.50	27.50	27.50	
172	PUBLIC SAFETY - CODE ENFORCEMENT	TERRACE VIOLATIONS ADMINISTRATION FEE	FIRST VIOLATION	50.00	50.00	50.00	50.00	50.00	PLUS HOURLY COST FOR WORK PERFORMED.
173	PUBLIC SAFETY - CODE ENFORCEMENT	TERRACE VIOLATIONS ADMINISTRATION FEE (EACH SUBSEQUENT IN YEAR)	EACH SUBSEQUENT	10.00	10.00	10.00	10.00	10.00	PLUS HOURLY COST FOR WORK PERFORMED. FEE FOR EACH SUBSEQUENT VIOLATIONS INCREMENT \$50 (E.G. 2ND VIOLATION = \$60; 3RD = \$70, ETC
174	PUBLIC SAFETY - CODE ENFORCEMENT	GRASS, TRASH AND LEAF VIOLATIONS	FIRST VIOLATION	90.00	90.00	90.00	90.00	90.00	PLUS HOURLY COST FOR WORK PERFORMED.
175	PUBLIC SAFETY - CODE ENFORCEMENT	GRASS, TRASH AND LEAF VIOLATIONS (EACH SUBSEQUENT IN YEAR)	EACH SUBSEQUENT	15.00	15.00	15.00	15.00	15.00	PLUS HOURLY COST FOR WORK PERFORMED. FEE FOR EACH SUBSEQUENT VIOLATIONS INCREMENT \$90 (E.G. 2ND VIOLATION = \$105; 3RD = \$120, ETC
176	PUBLIC SAFETY - CODE ENFORCEMENT	LATE FEE ON INVOICES OVER 30 DAYS	EACH INVOICE	5.00	5.00	5.00	10.00	10.00	
177	CITY-CODE COMPLIANCE	VACANT BUILDING REGISTRATION	VACANT BUILDING	0.00	0.00	0.00	0.00	0.00	VACANT LESS THAN ONE YEAR
178	CITY-CODE COMPLIANCE	VACANT BUILDING REGISTRATION	VACANT BUILDING	500.00	500.00	500.00	1,000.00	1,000.00	VACANT 1 YEAR BUT LESS THAN 2 YEARS. IF THIS MEETS STANDARD, THEN REDUCED TO \$500.
179	CITY-CODE COMPLIANCE	VACANT BUILDING REGISTRATION	VACANT BUILDING	1,000.00	1,000.00	1,000.00	2,000.00	2,000.00	VACANT 2 YEARS BUT LESS THAN 3 YEARS. IF THIS MEETS STANDARD, THEN REDUCED TO \$1,000.
180	CITY-CODE COMPLIANCE	VACANT BUILDING REGISTRATION	VACANT BUILDING	2,000.00	2,000.00	2,000.00	4,000.00	4,000.00	VACANT 3 YEARS BUT LESS THAN 5 YEARS. IF THIS MEETS STANDARD, THEN REDUCED TO \$2,000.
181	CITY-CODE COMPLIANCE	VACANT BUILDING REGISTRATION	VACANT BUILDING	3,500.00	3,500.00	3,500.00	7,000.00	7,000.00	VACANT 5 YEARS BUT LESS THAN 10 YEARS. IF THIS MEETS STANDARD, THEN REDUCED TO \$3,500.
182	CITY-CODE COMPLIANCE	VACANT BUILDING REGISTRATION	VACANT BUILDING	5,000.00	5,000.00	5,000.00	7,000.00	7,000.00	VACANT 10 YEARS
183	CITY-CODE COMPLIANCE	VACANT BUILDING REGISTRATION	VACANT BUILDING	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	EACH YEAR VACANT BEYOND 10 YEARS

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184	CITY-CODE COMPLIANCE	VACANT BUILDING ADMINISTRATIVE APPEAL FEE (31-60 DAYS LATE)	OCCURRENCE	25.00	25.00	25.00	25.00	25.00	NON-REFUNDABLE FEE
185	CITY-CODE COMPLIANCE	VACANT BUILDING ADMINISTRATIVE APPEAL FEE (61-90 DAYS LATE)	OCCURRENCE	35.00	35.00	35.00	35.00	35.00	NON-REFUNDABLE FEE
186	CITY-CODE COMPLIANCE	VACANT BUILDING REGISTRATION - FORMAL APPEAL FEE	OCCURRENCE	50.00	50.00	50.00	50.00	50.00	NON-REFUNDABLE FEE
187	PUBLIC SAFETY - RENTAL	RENTAL PROPERTY REGISTRATION PER PARCEL (ANNUAL)	SINGLE UNIT	25.00	35.00	35.00	70.00	75.00	INCLUDES ONE INSPECTION EVERY 4 YEARS FOR COMPLIANCE
188	PUBLIC SAFETY - RENTAL	RENTAL PROPERTY REGISTRATION PER PARCEL (ANNUAL)	DUPLEX	30.00	40.00	40.00	80.00	85.00	INCLUDES ONE INSPECTION EVERY 4 YEARS FOR COMPLIANCE
189	PUBLIC SAFETY - RENTAL	RENTAL PROPERTY REGISTRATION (ANNUAL - BASE)	3 UNITS	40.00	50.00	50.00	100.00	105.00	INCLUDES ONE INSPECTION EVERY 4 YEARS FOR COMPLIANCE
190	PUBLIC SAFETY - RENTAL	RENTAL PROPERTY REGISTRATION (ANNUAL - PER PARCEL OVER 3)	PER UNIT OVER 3	5.00	5.00	5.00	10.00	10.00	INCLUDES ONE INSPECTION EVERY 4 YEARS FOR COMPLIANCE
191	PUBLIC SAFETY - RENTAL	RENTAL PROPERTY INSPECTION (INSPECTION NO-SHOW FIRST TIME OR LATE CANCELLATION)	PER UNIT	60.00	60.00	60.00	65.00	65.00	FEE ASSESSED FOR NO-SHOW/LOCK OUT OR LATE CANCELLATION
192	PUBLIC SAFETY - RENTAL	RENTAL PROPERTY INSPECTION CANCELLATION FEE	OCCURRENCE	50.00	50.00	50.00	65.00	65.00	FEE ASSESSED WHEN A 3RD CANCELLATION IS RECEIVED BY CUSTOMER OR AGENT
193	PUBLIC SAFETY - RENTAL	RENTAL PROPERTY INSPECTION CANCELLATION FEE (STARTING WITH 4TH CANCELLATION)	OCCURRENCE	10.00	10.00	10.00	15.00	15.00	ADDED TO BASE CANCELLATION FEE; EACH CANCELLATION INSTANCE WILL CAUSE FEE TO INCREASE BY AN ADDITIONAL \$15.00
194	PUBLIC SAFETY - RENTAL	RENTAL PROPERTY INSPECTION (INSPECTION NO-SHOW EACH ADDT'L TIME OR LATE CANCELLATION)	PER UNIT	15.00	15.00	15.00	20.00	20.00	ADDED TO BASE NO SHOW FEE; EACH NO SHOW INSTANCE WILL CAUSE INSPECTION FEE TO INCREASE BY AN ADDITIONAL \$20.00
195	PUBLIC SAFETY - RENTAL	RENTAL PROPERTY REINSPECTION FEE	PER UNIT	35.00	35.00	35.00	40.00	45.00	FEE TO BE ASSESSED TO PROPERTIES NOT BROUGHT INTO COMPLIANCE AFTER THE FIRST INSPECTION
196	PUBLIC SAFETY - RENTAL	RENTAL PROPERTY REINSPECTION (STARTING WITH 2ND REINSPECTION)	PER UNIT	10.00	10.00	10.00	15.00	15.00	ADDED TO BASE NON-COMPLIANCE FEE; EACH REINSPECTION INSTANCE WILL CAUSE NON-COMPLIANCE FEE TO INCREASE BY AN ADDITIONAL \$15.00
197	PUBLIC SAFETY - RENTAL	RENTAL PROPERTY EXTERIOR ONLY REINSPECTION FEE (1ST EXTERIOR ONLY REINSPECTION)	PER UNIT	30.00	30.00	30.00	35.00	35.00	FEE ASSESSED TO PROPERTIES IN COMPLIANCE INTERIOR REQUIREMENTS BUT NOT IN COMPLIANCE WITH EXTERIOR REQUIREMENTS BY FIRST INSPECTION
198	PUBLIC SAFETY - RENTAL	RENTAL PROPERTY EXTERIOR ONLY REINSPECTION FEE (STARTING WITH 2ND EXTERIOR ONLY REINSPECTION)	PER UNIT	10.00	10.00	10.00	15.00	15.00	ADDED TO BASE EXTERIOR NON-COMPLIANCE FEE; EACH REINSPECTION INSTANCE WILL CAUSE EXTERIOR NON-COMPLIANCE FEE TO INCREASE BY AN ADDITIONAL \$15.00
199	PUBLIC SAFETY - RENTAL	LATE FEE FOR NON-PAYMENT OF RENTAL REGISTRATION ANNUAL FEE	EACH PROPERTY VIOLATION	75.00	75.00	75.00	10.00	10.00	FEE CHARGED AFTER 30 DAYS
200	PUBLIC SAFETY - RENTAL	HOUSING-WARRANT INSPECTION FEE	EACH	150.00	150.00	150.00	150.00	150.00	
201	PUBLIC SAFETY - ENV SERVICES	BOARD UP'S - FIRST 5 BOARDS	PER INSTANCE	40.00	40.00	40.00	40.00	40.00	PLUS THE COST OF THE CONTRACTOR TO DO THE BOARD UP
202	PUBLIC SAFETY - ENV SERVICES	BOARD UP'S - 6 OR MORE BOARDS	PER INSTANCE	0.00	0.00	60.00	60.00	60.00	PLUS THE COST OF THE CONTRACTOR TO DO THE BOARD UP
203	PUBLIC SAFETY - ENV SERVICES	ADMINISTRATIVE OVERHEAD ON DEMOLITIONS	PER UNIT	10.0%	10.0%	15.0%	20.0%	20.0%	BASED ON THE CONTRACTORS PRICE TO DEMOLISH
204	FARMERS' MARKET	DAILY - SATURDAY	DAILY	25.00	25.00	25.00	30.00	30.00	SATURDAY ONLY

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205	FARMERS' MARKET	DAILY - WEEKDAY	DAILY	25.00	25.00	15.00	15.00	15.00	WEEKDAYS WITH NO TIERS
206	FARMERS' MARKET	TIER 1 - CORNER	0-2 MONTHS	313.00	313.00	338.00	338.00	372.00	
207	FARMERS' MARKET	TIER 1 - REGULAR	0-2 MONTHS	288.00	288.00	311.00	311.00	342.00	
208	FARMERS' MARKET	TIER 2 - REGULAR	0-2 MONTHS	163.00	163.00	176.00	176.00	194.00	
209	FARMERS' MARKET	TIER 1 - CORNER	5 MONTHS	376.50	376.50	406.00	406.00	447.00	
210	FARMERS' MARKET	TIER 1 - REGULAR	5 MONTHS	347.50	347.50	375.00	375.00	413.00	
211	FARMERS' MARKET	TIER 2 - REGULAR	5 MONTHS	204.50	204.50	220.00	220.00	242.00	
212	FARMERS' MARKET	TIER 1 - CORNER	7 MONTHS	404.00	404.00	436.00	436.00	480.00	
213	FARMERS' MARKET	TIER 1 - REGULAR	7 MONTHS	374.00	374.00	403.00	403.00	443.00	
214	FARMERS' MARKET	TIER 2 - REGULAR	7 MONTHS	224.00	224.00	242.00	242.00	266.00	
215	FARMERS' MARKET	WINTER MARKET-GARAGE DOOR	DAILY	20.00	20.00	25.00	25.00	25.00	
216	FARMERS' MARKET	WINTER MARKET- SMALL TABLE	DAILY	0.00	0.00	10.00	10.00	10.00	
217	FARMERS' MARKET	WINTER MARKET	5 MONTHS	400.00	400.00	400.00	400.00	400.00	FEE FOR EXTENDED HOURS AT NEW MARKET
218	FARMERS' MARKET	FARMERS' MARKET FACILITIES RENTAL - FACILITY A	PER SESSION			250.00	250.00	250.00	9:00 AM TO 3:00 PM OR 4:00 PM TO 10:00 PM
219	FARMERS' MARKET	FARMERS' MARKET FACILITIES RENTAL - FACILITY B	PER SESSION			250.00	250.00	250.00	9:00 AM TO 3:00 PM OR 4:00 PM TO 10:00 PM
220	FARMERS' MARKET	FARMERS' MARKET FACILITIES RENTAL - FACILITY C	PER SESSION			250.00	250.00	250.00	9:00 AM TO 3:00 PM OR 4:00 PM TO 10:00 PM
221	FARMERS' MARKET	FARMERS' MARKET FACILITIES RENTAL - FACILITY D	PER SESSION			100.00	100.00	100.00	9:00 AM TO 3:00 PM OR 4:00 PM TO 10:00 PM
222	FARMERS' MARKET	FARMERS' MARKET FACILITIES RENTAL - MARKET STAGE	PER SESSION			50.00	50.00	50.00	9:00 AM TO 1:00 PM OR 1:30 PM TO 5:30 PM OR 6:00 PM TO 10:00 PM
223	FARMERS' MARKET	SNAP/DOUBLE-UP FOOD BUCKS ADMIN FEE	2% OF TRANSACTION	2.0%	2.0%	2.0%	2.0%	2.0%	FEE FOR COST OF TRANSACTION ADMINISTRATION
224	FARMERS' MARKET KITCHEN	KITCHEN USE - PREP/TABLETOP -REGULAR USER	PER HOUR			12.00	12.00	12.00	
225	FARMERS' MARKET KITCHEN	KITCHEN USE - BAKING - REGULAR USER	PER HOUR			15.00	15.00	15.00	
226	FARMERS' MARKET KITCHEN	KITCHEN USE - PROCESSING - REGULAR USER	PER HOUR			15.00	15.00	15.00	
227	FARMERS' MARKET KITCHEN	KITCHEN USE - CATERING - REGULAR USER	PER HOUR			15.00	15.00	15.00	

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228	FARMERS' MARKET KITCHEN	KITCHEN DRY STORAGE CAGE - MONTHLY	PER MONTH			1.50	1.50	20.00	COOLER/FREEZER STORAGE BY THE SHELF PER MONTH
229	FARMERS' MARKET KITCHEN	KITCHEN USE - SECURITY DEPOSIT REGULAR USER	PER RENTAL			50.00	50.00	50.00	DEPOSIT REFUNDED IF NO DAMAGE, KITCHEN IS CLEANED, EQUIPMENT RETURNED, ETC.
230	FARMERS' MARKET KITCHEN	KITCHEN USE -APPLICATION FEE FOR REGULAR USER	PER RENTAL				0.00	20.00	INCLUDES ONE KEY CARD
231	FARMERS' MARKET KITCHEN	KITCHEN USE -OCCASIONAL OR ONE TIME USE	PER HOUR				0.00	25.00	
232	FARMERS' MARKET KITCHEN	KITCHEN USE - SECURITY DEPOSIT OCCASIONAL OR ONE TIME USE	PER RENTAL				0.00	100.00	DEPOSIT REFUNDED IF NO DAMAGE, KITCHEN IS CLEANED, EQUIPMENT RETURNED, ETC
233	FARMERS' MARKET KITCHEN	KITCHEN USE - APPLICATION FEE OCCASIONAL OR ONE TIME USE	PER RENTAL				0.00	20.00	
234	FARMERS' MARKET KITCHEN	KITCHEN USE - KEY CARD FEE OCCASIONAL OR ONE TIME USE	PER RENTAL				0.00	10.00	
235	FARMERS' MARKET KITCHEN	KITCHEN USE - REPLACEMENT OF ISSUED KEY CARD	PER CARD					25.00	
236	FARMERS' MARKET KITCHEN	KITCHEN USE - EXTRA KEY	PER CARD					10.00	
237	FARMERS MARKET KITCHEN	CANCELLATION FEE	PER OCCURRENCE					FULL RENTAL RATE	CANCELLATION IS WITHOUT CHARGE IF MADE UP TO SEVEN DAYS IN ADVANCE; LESS THAN 7 DAYS NOTICE CHARGED THE FULL RENTAL RATE
238	FINANCE	REPLACEMENT OF LOST PAYROLL CHECK	EACH OCCURRENCE	25.00	25.00	25.00	25.00	25.00	
239	FINANCE	COPIES OF CITY BUDGET OR CAFR	EACH	25.00	25.00	25.00	25.00	25.00	
240	FIRE	FIRE REPORT COPY (MAJOR FIRE)	EACH	15.00	15.00	15.00	15.00	15.00	
241	FIRE	FIRE REPORT COPY (REGULAR)	EACH	5.00	5.00	5.00	5.00	5.00	
242	FIRE	PHOTOGRAPH REPRODUCTION (ENLARGED)	EACH	15.00	15.00	15.00	15.00	15.00	
243	FIRE	PHOTOGRAPH REPRODUCTION (STD SIZE)	EACH	10.00	10.00	10.00	10.00	10.00	
244	FIRE	PHOTOGRAPH REPRODUCTION (CD-ROM)	EACH	5.00	5.00	5.00	5.00	5.00	
245	FIRE	INSURANCE ADMINISTRATION ESCROW	EACH INCIDENT	15.00	15.00	15.00	15.00	15.00	PLUS RELATED COURT COSTS
246	FIRE	FIRE INSPECTION ADDITIONAL VISIT	EACH INCIDENT	75.00	75.00	75.00	75.00	75.00	RE-INSPECTION/REPAIR/COMPLAINT
247	FIRE	ARSON FIRE RESTITUTION FEE	PER HR ON CALL	720.00	720.00	720.00	720.00	720.00	PLUS RELATED COURT COSTS
248	FIRE	FALSE ALARM FEE	PER HR ON CALL	720.00	720.00	720.00	720.00	720.00	AFTER 3RD FALSE ALARM IN ONE YEAR
249	FIRE	WILLFUL NEGLIGENCE FIRE FEE	PER HR ON CALL	720.00	720.00	720.00	720.00	720.00	
250	FIRE	CONFINED SPACE RESCUE FEE	PER HR ON CALL	720.00	720.00	720.00	720.00	720.00	

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251	FIRE	ICE RESCUE CALL	PER HR ON CALL	110.00	110.00	110.00	110.00	110.00	
252	FIRE	DOWNED POWER LINE	PER HR	185.00	185.00	185.00	185.00	185.00	AFTER FIRST HOUR
253	FIRE	SPECIAL USE PERMITS (PER UFC)	EACH PER YEAR	100.00	100.00	100.00	100.00	100.00	
254	FIRE	STRUCTURE FIRE RESPONSE	EACH	500.00	500.00	500.00	500.00	500.00	CHARGED TO HOMEOWNER'S INSURANCE COMPANY
255	FIRE	PI ACCIDENT RESPONSE	EACH	500.00	500.00	500.00	500.00	500.00	CHARGED TO AT FAULT DRIVER'S AUTO INSURANCE COMPANY
256	FLEA MARKET	DEALERS SPACE - CORNER COVERED SPACE	DAILY	9.00	9.00	9.00	10.00	10.00	
257	FLEA MARKET	DEALERS SPACE - 10 x 15 COVERED SPACE	DAILY	8.00	8.00	8.00	9.00	9.00	
258	FLEA MARKET	DEALERS SPACE - 10 x 30 ASPHALT SPACE	DAILY	7.00	7.00	7.00	8.00	8.00	
259	INCOME TAX	DELINQUENT PAYMENT AGREEMENT ADMINISTRATION FEE	EACH	15.00	15.00	15.00	15.00	15.00	PLUS RELATED PENALTIES & INTEREST
260	PUBLIC SAFETY - BUILDING	BUILDING CONTRACTOR REGISTRATION FEE	EACH	15.00	15.00	15.00	15.00	15.00	
261	PUBLIC SAFETY - BUILDING	BUILDING DEMOLITION PERMIT (COMMERCIAL)	EACH	25% of Value; Min \$60.00	25% of Value; Min \$60.00	25% of Value; Min \$60.00	25% of Value; Min \$120.00	25% of Value; Min \$120.00	
262	PUBLIC SAFETY - BUILDING	BUILDING DEMOLITION PERMIT (GARAGE)	EACH	35.00	35.00	35.00	60.00	60.00	
263	PUBLIC SAFETY - BUILDING	BUILDING DEMOLITION PERMIT (RESIDENTIAL)	EACH	60.00	60.00	60.00	120.00	120.00	
264	PUBLIC SAFETY - BUILDING	BUILDING PERMIT FEES (\$1-\$1,000 VALUE)	EACH	50.00	50.00	50.00	55.00	55.00	
265	PUBLIC SAFETY - BUILDING	BUILDING PERMIT FEES (\$1,001-\$2,000 VALUE)	BASE	50.00	50.00	50.00	55.00	55.00	
266	PUBLIC SAFETY - BUILDING	BUILDING PERMIT FEES (\$1,000-\$2,000 VALUE)	EACH ADDITIONAL \$100	3.05	3.05	3.05	3.50	3.50	
267	PUBLIC SAFETY - BUILDING	BUILDING PERMIT FEES (\$2,001-\$25,000 VALUE)	BASE	80.75	80.75	80.75	92.75	92.75	
268	PUBLIC SAFETY - BUILDING	BUILDING PERMIT FEES (\$2,001-\$25,000 VALUE)	EACH ADDITIONAL \$1,000	14.00	14.00	14.00	15.38	15.38	
269	PUBLIC SAFETY - BUILDING	BUILDING PERMIT FEES (\$25,001-\$50,000 VALUE)	BASE	403.25	403.25	403.25	463.00	463.00	
270	PUBLIC SAFETY - BUILDING	BUILDING PERMIT FEES (\$25,001-\$50,000 VALUE)	EACH ADDITIONAL \$1,000	10.10	10.10	10.10	11.50	11.50	
271	PUBLIC SAFETY - BUILDING	BUILDING PERMIT FEES (\$50,001-\$100,000 VALUE)	BASE	655.25	655.25	655.25	753.00	753.00	
272	PUBLIC SAFETY - BUILDING	BUILDING PERMIT FEES (\$50,001-\$100,000 VALUE)	EACH ADDITIONAL \$1,000	7.00	7.00	7.00	8.00	8.00	
273	PUBLIC SAFETY - BUILDING	BUILDING PERMIT FEES (\$100,001-\$500,000 VALUE)	BASE	1,005.25	1,005.25	1,005.25	1,150.00	1,150.00	

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274	PUBLIC SAFETY - BUILDING	BUILDING PERMIT FEES (\$100,001-\$500,000 VALUE)	EACH ADDITIONAL \$1,000	5.60	5.60	5.60	6.40	6.40	
275	PUBLIC SAFETY - BUILDING	BUILDING PERMIT FEES (\$500,001-\$1,000,000 VALUE)	BASE	3,245.25	3,245.25	3,245.25	3,731.00	3,731.00	
276	PUBLIC SAFETY - BUILDING	BUILDING PERMIT FEES (\$500,001-\$1,000,000 VALUE)	EACH ADDITIONAL \$1,000	4.75	4.75	4.75	5.45	5.45	
277	PUBLIC SAFETY - BUILDING	BUILDING PERMIT FEES (OVER \$1,000,000 VALUE)	BASE	5,608.75	5,608.75	5,608.75	6,449.00	6,449.00	
278	PUBLIC SAFETY - BUILDING	BUILDING PERMIT FEES (OVER \$1,000,000 VALUE)	EACH ADDITIONAL \$1,000	3.65	3.65	3.65	4.15	4.15	
279	PUBLIC SAFETY - BUILDING	BUILDING PERMIT (INSPECTION-SPECIAL. REINSPECTION, ETC.)	PER HOUR	60.00	60.00	60.00	65.00	65.00	REMOVED MINIMUM 2 HOURS
280	PUBLIC SAFETY - BUILDING	BUILDING PERMIT (PRE-MANUFACTURED RESIDENTIAL STRUCTURE)	EACH	50.00%	50.00%	50.00%	50.00%	50.00%	OF REGULAR BUILDING PERMIT FEE
281	PUBLIC SAFETY - BUILDING	BUILDING PLAN REVIEW FEE (INCL FIRE REVIEW)	PERMIT FEE	65.00%	65.00%	65.00%	65.00%	65.00%	OF APPLICABLE PERMIT FEE
282	PUBLIC SAFETY - BUILDING	CONSTRUCTION BOARD OF APPEALS APPLICATION FEE	EACH	100.00	100.00	100.00	500.00	500.00	
283	PUBLIC SAFETY - BUILDING	ELECTRICAL PERMIT (BASE PERMIT)	BASE	45.00	45.00	45.00	65.00	65.00	
284	PUBLIC SAFETY - BUILDING	ELECTRICAL PERMIT (BASEBOARD HEAT UNITS)	EACH	9.00	9.00	9.00	9.00	9.00	
285	PUBLIC SAFETY - BUILDING	ELECTRICAL PERMIT (CIRCUITS)	EACH	6.00	6.00	6.00	6.00	6.00	
286	PUBLIC SAFETY - BUILDING	ELECTRICAL PERMIT (DISHWASHER)	EACH	9.00	9.00	9.00	9.00	9.00	
287	PUBLIC SAFETY - BUILDING	ELECTRICAL PERMIT (ENERGY RETROFIT/TEMP CONTROL)	EACH	45.00	45.00	45.00	45.00	45.00	
288	PUBLIC SAFETY - BUILDING	ELECTRICAL PERMIT (FEEDERS, BUS DUCTS, ETC.)	EACH 50'	9.00	9.00	9.00	9.00	9.00	
289	PUBLIC SAFETY - BUILDING	ELECTRICAL PERMIT (FIRE ALARM 1-10 DEVICES)	EACH	75.00	75.00	75.00	75.00	75.00	
290	PUBLIC SAFETY - BUILDING	ELECTRICAL PERMIT (FIRE ALARM 11-20 DEVICES)	EACH	150.00	150.00	150.00	150.00	150.00	
291	PUBLIC SAFETY - BUILDING	ELECTRICAL PERMIT (FIRE ALARM EA. STATION OVER 20 DEV)	EACH DEVICE	8.00	8.00	8.00	8.00	8.00	
292	PUBLIC SAFETY - BUILDING	ELECTRICAL PERMIT (FURNACE-UNIT HEATER)	EACH	9.00	9.00	9.00	9.00	9.00	
293	PUBLIC SAFETY - BUILDING	ELECTRICAL PERMIT (INSPECTION-ADDITIONAL)	PER HOUR	45.00	45.00	45.00	45.00	45.00	MINIMUM 1 HOUR
294	PUBLIC SAFETY - BUILDING	ELECTRICAL PERMIT (INSPECTION-FINAL)	EACH	45.00	45.00	45.00	45.00	45.00	
295	PUBLIC SAFETY - BUILDING	ELECTRICAL PERMIT (INSPECTION-HOURLY FEE)	HOUR	60.00	60.00	60.00	60.00	60.00	MINIMUM 1 HOUR
296	PUBLIC SAFETY - BUILDING	ELECTRICAL PERMIT (INSPECTION-SPECIAL/SAFETY)	HOUR	50.00	50.00	50.00	50.00	50.00	MINIMUM 1 HOUR

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297	PUBLIC SAFETY - BUILDING	ELECTRICAL PERMIT (KVA OR HP UP TO 20)	EACH	9.00	9.00	9.00	9.00	9.00	
298	PUBLIC SAFETY - BUILDING	ELECTRICAL PERMIT (KVA & HP 21 TO 50)	EACH	15.00	15.00	15.00	15.00	15.00	
299	PUBLIC SAFETY - BUILDING	ELECTRICAL PERMIT (KVA & HP 50 AND OVER)	EACH	18.00	18.00	18.00	18.00	18.00	
300	PUBLIC SAFETY - BUILDING	ELECTRICAL PERMIT (LIGHTING FIXTURES-PER 25)	EACH	10.00	10.00	10.00	10.00	10.00	
301	PUBLIC SAFETY - BUILDING	ELECTRICAL PERMIT (METER INSPECTION/POWER TURN-ON)	EACH	45.00	45.00	45.00	45.00	45.00	
302	PUBLIC SAFETY - BUILDING	ELECTRICAL PERMIT (MOBILE HOME SITE)	EACH	9.00	9.00	9.00	9.00	9.00	
303	PUBLIC SAFETY - BUILDING	ELECTRICAL PERMIT (POWER OUTLETS-INC RANGES, DRYERS)	EACH	10.00	10.00	10.00	10.00	10.00	
304	PUBLIC SAFETY - BUILDING	ELECTRICAL PERMIT (RECREATIONAL VEHICLE SITE)	EACH	8.00	8.00	8.00	8.00	8.00	
305	PUBLIC SAFETY - BUILDING	ELECTRICAL PERMIT (SERVICES 0 TO 200 AMP)	EACH	15.00	15.00	15.00	15.00	15.00	
306	PUBLIC SAFETY - BUILDING	ELECTRICAL PERMIT (SERVICES 201 TO 600 AMP)	EACH	20.00	20.00	20.00	20.00	20.00	
307	PUBLIC SAFETY - BUILDING	ELECTRICAL PERMIT (SERVICES 601 TO 800 AMP)	EACH	23.00	23.00	23.00	23.00	23.00	
308	PUBLIC SAFETY - BUILDING	ELECTRICAL PERMIT (SERVICES 801 TO 1200 AMP)	EACH	30.00	30.00	30.00	30.00	30.00	
309	PUBLIC SAFETY - BUILDING	ELECTRICAL PERMIT (SERVICES OVER 1200 AMP/IGFI ONLY)	EACH	50.00	50.00	50.00	50.00	50.00	
310	PUBLIC SAFETY - BUILDING	ELECTRICAL PERMIT (SIGNS LETTER)	EACH	15.00	15.00	15.00	15.00	15.00	
311	PUBLIC SAFETY - BUILDING	ELECTRICAL PERMIT (SIGNS NEON)	EACH 25'	2.00	2.00	2.00	2.00	2.00	
312	PUBLIC SAFETY - BUILDING	ELECTRICAL PERMIT (SIGNS UNIT)	EACH	10.00	10.00	10.00	10.00	10.00	
313	PUBLIC SAFETY - BUILDING	ELECTRICAL PERMIT (SPECIAL CONDUIT/GROUNDING)	EACH	45.00	45.00	45.00	45.00	45.00	
314	PUBLIC SAFETY - BUILDING	ELECTRICAL PLAN REVIEW FEE	EACH	25.00%	25.00%	25.00%	25.00%	25.00%	OF APPLICABLE PERMIT FEE
315	PUBLIC SAFETY - BUILDING	FIRE ALARM PLAN REVIEW FEE	EACH	25.00%	25.00%	25.00%	25.00%	25.00%	OF PERMIT FEE FOR ANY SYSTEM OVER 10 DEVICES
316	PUBLIC SAFETY - BUILDING	GARAGE MOVING FEE	EACH	200.00	200.00	200.00	200.00	200.00	
317	PUBLIC SAFETY - BUILDING	BUILDING MOVING FEE (EXCEPT GARAGE)	EACH	500.00	500.00	500.00	500.00	500.00	
318	PUBLIC SAFETY - BUILDING	LIQUOR LICENSE INSPECTION FEE	EACH	75.00	75.00	75.00	80.00	80.00	
319	PUBLIC SAFETY - BUILDING	LIQUOR LICENSE RE-INSPECTION FEE	EACH	45.00	45.00	45.00	50.00	50.00	

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	DEPT	DESCRIPTION	UNIT						
320	PUBLIC SAFETY - BUILDING	MECHANICAL PERMIT (AIR HANDLERS-COMMERCIAL HOODS)	EACH	20.00	20.00	20.00	20.00	20.00	
321	PUBLIC SAFETY - BUILDING	MECHANICAL PERMIT (AIR HANDLERS-OVER 10,000 CFM)	EACH	60.00	60.00	60.00	60.00	60.00	
322	PUBLIC SAFETY - BUILDING	MECHANICAL PERMIT (AIR HANDLERS-RES BATH & KITCHEN)	EACH	5.00	5.00	5.00	5.00	5.00	
323	PUBLIC SAFETY - BUILDING	MECHANICAL PERMIT (AIR HANDLERS-UNDER 10,000 CFM)	EACH	20.00	20.00	20.00	20.00	20.00	
324	PUBLIC SAFETY - BUILDING	MECHANICAL PERMIT (A/C & REFRIG-CHILLER)	EACH	30.00	30.00	30.00	30.00	30.00	
325	PUBLIC SAFETY - BUILDING	MECHANICAL PERMIT (A/C & REFRIG-COMPRESSOR)	EACH	30.00	30.00	30.00	30.00	30.00	
326	PUBLIC SAFETY - BUILDING	MECHANICAL PERMIT (A/C & REFRIG-COOLING TOWERS)	EACH	30.00	30.00	30.00	30.00	30.00	
327	PUBLIC SAFETY - BUILDING	MECHANICAL PERMIT (A/C & REFRIG-EVAPORATOR COILS)	EACH	30.00	30.00	30.00	30.00	30.00	
328	PUBLIC SAFETY - BUILDING	MECHANICAL PERMIT (A/C & REFRIG-REFRIGERATION SPLIT SYSTEM)	EACH	30.00	30.00	30.00	30.00	30.00	
329	PUBLIC SAFETY - BUILDING	MECHANICAL PERMIT (BASE PERMIT)	EACH	45.00	45.00	45.00	65.00	65.00	
330	PUBLIC SAFETY - BUILDING	MECHANICAL PERMIT (FIRE SUPPRESSION/DUCT)	PER FOOT	0.10	0.10	0.10	0.10	0.10	\$25.00 MINIMUM FEE
331	PUBLIC SAFETY - BUILDING	MECHANICAL PERMIT (FIRE SUPPRESSION/PIPING)	PER FOOT	0.10	0.10	0.10	0.10	0.10	\$25.00 MINIMUM FEE
332	PUBLIC SAFETY - BUILDING	MECHANICAL PERMIT (FIRE SUPPRESSION/RESTAURANT HOODS)	EACH	150.00	150.00	150.00	150.00	150.00	
333	PUBLIC SAFETY - BUILDING	MECHANICAL PERMIT (FIRE SUPPRESSION/SPRINKLER HEADS)	PER HEAD	0.75	0.75	0.75	0.75	0.75	\$20.00 MINIMUM FEE
334	PUBLIC SAFETY - BUILDING	MECHANICAL PERMIT (HEAT RECOVERY UNITS/THRU-WALL FAN COILS)	EACH	10.00	10.00	10.00	10.00	10.00	
335	PUBLIC SAFETY - BUILDING	MECHANICAL PERMIT (HEATING-BOILER CONTROLS, PUMPS)	EACH	10.00	10.00	10.00	10.00	10.00	
336	PUBLIC SAFETY - BUILDING	MECHANICAL PERMIT (HEATING-BOILERS)	EACH	30.00	30.00	30.00	30.00	30.00	
337	PUBLIC SAFETY - BUILDING	MECHANICAL PERMIT (HEATING-CHIMNEY, FACTORY BUILT)	EACH	25.00	25.00	25.00	25.00	25.00	
338	PUBLIC SAFETY - BUILDING	MECHANICAL PERMIT (HEATING-FLUE/VENT DAMPER)	EACH	8.00	8.00	8.00	8.00	8.00	
339	PUBLIC SAFETY - BUILDING	MECHANICAL PERMIT (HEATING-GAS FIRE PLACES)	EACH	20.00	20.00	20.00	20.00	20.00	
340	PUBLIC SAFETY - BUILDING	MECHANICAL PERMIT (HEATING-GAS PIPE TESTING NEW SERVICE)	EACH	45.00	45.00	45.00	45.00	45.00	
341	PUBLIC SAFETY - BUILDING	MECHANICAL PERMIT (HEATING-GAS PIPING EACH OPENING)	EACH	5.00	5.00	5.00	5.00	5.00	
342	PUBLIC SAFETY - BUILDING	MECHANICAL PERMIT (HEATING-GAS/OIL BURNING EQUIPMENT)	EACH	30.00	30.00	30.00	30.00	30.00	

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343	PUBLIC SAFETY - BUILDING	MECHANICAL PERMIT (HEATING-HEAT PUMPS COMMERCIAL)	EACH	30.00	30.00	30.00	30.00	30.00	
344	PUBLIC SAFETY - BUILDING	MECHANICAL PERMIT (HEATING-HEAT PUMPS, COMPLETE RESIDENT)	EACH	30.00	30.00	30.00	30.00	30.00	
345	PUBLIC SAFETY - BUILDING	MECHANICAL PERMIT (HEATING-HEAT PUMPS, COMPLETE RESIDENT)	EACH	30.00	30.00	30.00	30.00	30.00	
346	PUBLIC SAFETY - BUILDING	MECHANICAL PERMIT (HEATING-RESIDENTIAL A/C)	EACH	30.00	30.00	30.00	30.00	30.00	
347	PUBLIC SAFETY - BUILDING	MECHANICAL PERMIT (HEATING-RESIDENTIAL SYSTEM)	EACH	50.00	50.00	50.00	50.00	50.00	
348	PUBLIC SAFETY - BUILDING	MECHANICAL PERMIT (HEATING-SOLAR, SET OF 3 PANELS)	EACH	20.00	20.00	20.00	20.00	20.00	
349	PUBLIC SAFETY - BUILDING	MECHANICAL PERMIT (HEATING-SOLID FUEL EQUIPMENT COMPLETE)	EACH	30.00	30.00	30.00	30.00	30.00	
350	PUBLIC SAFETY - BUILDING	MECHANICAL PERMIT (HEATING-WATER HEATER)	EACH	10.00	10.00	10.00	10.00	10.00	
351	PUBLIC SAFETY - BUILDING	MECHANICAL PERMIT (HUMIDIFIERS)	EACH	10.00	10.00	10.00	10.00	10.00	
352	PUBLIC SAFETY - BUILDING	MECHANICAL PERMIT (INSPECTION-ADDITIONAL)	EACH	45.00	45.00	45.00	45.00	45.00	
353	PUBLIC SAFETY - BUILDING	MECHANICAL PERMIT (INSPECTION-FINAL)	EACH	45.00	45.00	45.00	45.00	45.00	
354	PUBLIC SAFETY - BUILDING	MECHANICAL PERMIT (INSPECTION-HOURLY RATE)	EACH	60.00	60.00	60.00	60.00	60.00	
355	PUBLIC SAFETY - BUILDING	MECHANICAL PERMIT (INSPECTION-SPECIAL/SAFETY)	EACH	50.00	50.00	50.00	50.00	50.00	
356	PUBLIC SAFETY - BUILDING	MECHANICAL PERMIT (INSPECTION-TURN ON GAS)	EACH	45.00	45.00	45.00	45.00	45.00	
357	PUBLIC SAFETY - BUILDING	MECHANICAL PERMIT (PROCESS PIPING/HAZARDOUS 1-4 OUTLETS)	EACH	5.00	5.00	5.00	5.00	5.00	
358	PUBLIC SAFETY - BUILDING	MECHANICAL PERMIT (PROCESS PIPING/HAZARDOUS 5+ MORE OUTLETS)	PER OUTLET	1.00	1.00	1.00	1.00	1.00	
359	PUBLIC SAFETY - BUILDING	MECHANICAL PERMIT (PROCESS PIPING/NON-HAZARDOUS 1-4 OUTLETS)	EACH	2.00	2.00	2.00	2.00	2.00	
360	PUBLIC SAFETY - BUILDING	MECHANICAL PERMIT (PROCESS PIPING/NON-HAZARDOUS 5+ OUTLETS)	PER OUTLET	0.50	0.50	0.50	0.50	0.50	
361	PUBLIC SAFETY - BUILDING	MECHANICAL PERMIT (ROOFTOP HVAC UNIT)	EACH	60.00	60.00	60.00	60.00	60.00	
362	PUBLIC SAFETY - BUILDING	MECHANICAL PERMIT (TANKS-ABOVEGROUND)	EACH	20.00	20.00	20.00	20.00	20.00	
363	PUBLIC SAFETY - BUILDING	MECHANICAL PERMIT (TANKS-UNDERGROUND)	EACH	25.00	25.00	25.00	25.00	25.00	
364	PUBLIC SAFETY - BUILDING	MECHANICAL PERMIT (UNIT HEATERS/TERMINAL UNITS)	EACH	15.00	15.00	15.00	15.00	15.00	
365	PUBLIC SAFETY - BUILDING	MECHANICAL PERMIT (UNIT VENTILATORS)	EACH	10.00	10.00	10.00	10.00	10.00	

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	DEPT	DESCRIPTION	UNIT						
366	PUBLIC SAFETY - BUILDING	MECHANICAL PLAN REVIEW FEE	EACH	25.00%	25.00%	25.00%	25.00%	25.00%	OF APPLICABLE PERMIT FEE
367	PUBLIC SAFETY - BUILDING	PLUMBING PERMIT (BASE PERMIT)	EACH	45.00	45.00	45.00	65.00	65.00	
368	PUBLIC SAFETY - BUILDING	PLUMBING PERMIT (CONNECTION BLDG. DRAIN; SEWERS AT STREET)	EACH	9.00	9.00	9.00	9.00	9.00	
369	PUBLIC SAFETY - BUILDING	PLUMBING PERMIT (FIXTURES, FLOOR DRAINS, LAB DEVICES)	EACH	9.00	9.00	9.00	9.00	9.00	
370	PUBLIC SAFETY - BUILDING	PLUMBING PERMIT (INSPECTION ADDITIONAL)	EACH	45.00	45.00	45.00	45.00	45.00	
371	PUBLIC SAFETY - BUILDING	PLUMBING PERMIT (INSPECTION FINAL)	EACH	45.00	45.00	45.00	45.00	45.00	
372	PUBLIC SAFETY - BUILDING	PLUMBING PERMIT (INSPECTION HOURLY FEE)	EACH	60.00	60.00	60.00	60.00	60.00	MINIMUM TWO HOURS
373	PUBLIC SAFETY - BUILDING	PLUMBING PERMIT (INSPECTION SPECIAL/SAFETY)	EACH	50.00	50.00	50.00	50.00	50.00	
374	PUBLIC SAFETY - BUILDING	PLUMBING PERMIT (MANHOLES-CATCHBASINS)	EACH	10.00	10.00	10.00	10.00	10.00	
375	PUBLIC SAFETY - BUILDING	PLUMBING PERMIT (MEDICAL GAS INSTALLATION)	PER OUTLET	8.00	8.00	8.00	8.00	8.00	
376	PUBLIC SAFETY - BUILDING	PLUMBING PERMIT (REDUCED PRESSURE BACKFLOW PREVENTER 1/4" TO 2")	EACH	10.00	10.00	10.00	10.00	10.00	
377	PUBLIC SAFETY - BUILDING	PLUMBING PERMIT (REDUCED PRESSURE BACKFLOW PREVENTER OVER 2")	EACH	20.00	20.00	20.00	20.00	20.00	
378	PUBLIC SAFETY - BUILDING	PLUMBING PERMIT (SEWAGE SUMPS & EJECTORS)	EACH	10.00	10.00	10.00	10.00	10.00	
379	PUBLIC SAFETY - BUILDING	PLUMBING PERMIT (SEWERS-SANITARY OR STORM OVER 6")	EACH	25.00	25.00	25.00	25.00	25.00	
380	PUBLIC SAFETY - BUILDING	PLUMBING PERMIT (SEWERS-SANITARY OR STORM UNDER 6")	EACH	10.00	10.00	10.00	10.00	10.00	
381	PUBLIC SAFETY - BUILDING	PLUMBING PERMIT (STACKS, VENTS, CONDUCTORS)	EACH	6.00	6.00	6.00	6.00	6.00	
382	PUBLIC SAFETY - BUILDING	PLUMBING PERMIT (SUB-SOIL DRAINS)	EACH	9.00	9.00	9.00	9.00	9.00	
383	PUBLIC SAFETY - BUILDING	PLUMBING PERMIT (WATER DISTRIBUTION SYSTEM--1-1/2")	EACH	30.00	30.00	30.00	30.00	30.00	
384	PUBLIC SAFETY - BUILDING	PLUMBING PERMIT (WATER DISTRIBUTION SYSTEM--1-1/4")	EACH	23.00	23.00	23.00	23.00	23.00	
385	PUBLIC SAFETY - BUILDING	PLUMBING PERMIT (WATER DISTRIBUTION SYSTEM--1")	EACH	15.00	15.00	15.00	15.00	15.00	
386	PUBLIC SAFETY - BUILDING	PLUMBING PERMIT (WATER DISTRIBUTION SYSTEM--2")	EACH	38.00	38.00	38.00	38.00	38.00	
387	PUBLIC SAFETY - BUILDING	PLUMBING PERMIT (WATER DISTRIBUTION SYSTEM--3/4")	EACH	8.00	8.00	8.00	8.00	8.00	
388	PUBLIC SAFETY - BUILDING	PLUMBING PERMIT (WATER DISTRIBUTION SYSTEM--OVER 2")	EACH	45.00	45.00	45.00	45.00	45.00	

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	DEPT	DESCRIPTION	UNIT	FEE eff 1/1	FEE eff 7/1	FEE	FEE	FEE	COMMENTS
389	PUBLIC SAFETY - BUILDING	PLUMBING PERMIT (WATER SERVICE 2" TO 6")	EACH	25.00	25.00	25.00	25.00	25.00	
390	PUBLIC SAFETY - BUILDING	PLUMBING PERMIT (WATER SERVICE LESS THAN 2")	EACH	10.00	10.00	10.00	10.00	10.00	
391	PUBLIC SAFETY - BUILDING	PLUMBING PERMIT (WATER SERVICE OVER 6")	EACH	50.00	50.00	50.00	50.00	50.00	
392	PUBLIC SAFETY - BUILDING	PLUMBING PLAN REVIEW FEE	EACH	25.00%	25.00%	25.00%	25.00%	25.00%	OF APPLICABLE PERMIT FEE
393	PUBLIC SAFETY - BUILDING	PLUMBING PERMIT (GREASE TRAP INSPECTION)	EACH	45.00	45.00	45.00	45.00	45.00	
394	PUBLIC SAFETY - BUILDING	PROPERTY MAINTENANCE CODE APPEAL APPLICATION FEE	EACH	100.00	100.00	100.00	100.00	100.00	
395	PUBLIC SAFETY - BUILDING	ROOFING PERMIT (RE-ROOF OVER OLD ROOF/1LAYERS MAX)	PER SQUARE	100.00	100.00	100.00	150.00	150.00	
396	PUBLIC SAFETY - BUILDING	ROOFING PERMIT (STRIP THEN RE-ROOF)	PER SQUARE	200.00	200.00	200.00	250.00	250.00	
397	PUBLIC SAFETY - BUILDING	ROOFING PERMIT (STRIP, RE-SHEET, THEN RE-ROOF)	PER SQUARE	250.00	250.00	250.00	300.00	300.00	
398	PUBLIC SAFETY - BUILDING	Telecommunications Outlets	1 - 10 Outlets	50.00	50.00	50.00	50.00	50.00	
399	PUBLIC SAFETY - BUILDING	Telecommunications Outlets	11 - 20 Outlets	100.00	100.00	100.00	100.00	100.00	
400	PUBLIC SAFETY - BUILDING	Telecommunications Outlets	Over 20 Outlets - Per Outlet	2.00	2.00	2.00	2.00	2.00	
401	MARINA	30 FOOT SLIP	EACH	1,740.00	1,740.00	1,740.00	1,835.00	1,947.00	5% DISCOUNT IS GIVEN IF FEE PAID IN FULL BY FEBRUARY 1
402	MARINA	40 FOOT SLIP	EACH	2,400.00	2,400.00	2,400.00	2,525.00	2,623.00	5% DISCOUNT IS GIVEN IF FEE PAID IN FULL BY FEBRUARY 1
403	MARINA	60 FOOT SLIP	EACH	3,050.00	3,050.00	3,050.00	3,220.00	3,315.00	5% DISCOUNT IS GIVEN IF FEE PAID IN FULL BY FEBRUARY 1
404	MARINA	MULTIPLE SLIP RENTAL	RENT ADDITIONAL SLIP	0.00	0.00	0.00	0.00		ADDITIONAL 5% DISCOUNT IS GIVEN IF FEE PAID IN FULL BY FEBRUARY 1
405	MARINA	HARD ACCESS (SLIPS 37-46, 69) UNDER 27' ONLY	EACH	1,400.00	1,400.00	1,400.00	1,400.00	1,508.00	
406	MARINA	CLASS A MOORING	EACH	550.00	550.00	550.00	550.00	583.00	5% DISCOUNT IS GIVEN IF FEE PAID IN FULL BY FEBRUARY 1
407	MARINA	CLASS B MOORING	EACH	450.00	450.00	450.00	450.00	477.00	5% DISCOUNT IS GIVEN IF FEE PAID IN FULL BY FEBRUARY 1
408	MARINA	DAILY LAUNCH RAMP	EACH	10.00	10.00	10.00	10.00	12.00	
409	MARINA	SEASONAL LAUNCH RAMP STICKER	RESIDENT	40.00	40.00	40.00	40.00	50.00	
410	MARINA	SEASONAL LAUNCH RAMP STICKER	NON-RESIDENT	55.00	55.00	55.00	55.00	70.00	
411	MARINA	SEASONAL LAUNCH RAMP STICKER (SENIOR/HANDICAPPED)	RESIDENT	25.00	25.00	25.00	25.00	30.00	

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412	MARINA	SEASONAL LAUNCH RAMP STICKER (SENIOR/HANDICAPPED)	NON-RESIDENT	40.00	40.00	40.00	40.00	45.00	
413	MARINA	END OF SEASON LAUNCH RAMP PERMIT	EACH	25.00	25.00	25.00	25.00	25.00	SOLD AFTER SEPTEMBER 15
414	MARINA	SMALL BOAT BASIN	EACH	900.00	900.00	900.00	950.00	995.00	5% DISCOUNT IS GIVEN IF FEE PAID IN FULL BY FEBRUARY 1
415	MARINA	DRY STORAGE (RESIDENTS/NON-RESIDENTS - CATAMARAN)	EACH	200.00	200.00	200.00	200.00	400.00	
416	MARINA	DRY STORAGE (NON-RESIDENTS - CATAMARAN)	EACH	300.00	300.00	300.00	300.00	0.00	
417	MARINA	CANOE & KAYAK STORAGE	PER SIX MONTHS	75.00	75.00	75.00	75.00	75.00	DRY STORAGE BASED ON VEHICLE LENGTH
418	MARINA	DRY STORAGE	PER LINEAL FOOT	14.50	14.50	14.50	14.50	14.50	DRY STORAGE BASED ON VEHICLE LENGTH
419	MARINA	TRAILER STORAGE	EACH	80.00	80.00	80.00	80.00	80.00	
420	MARINA	PERSONAL WATERCRAFT STORAGE	EACH	65.00	65.00	65.00	65.00	65.00	DOCKAGE FEE FOR JET SKI
421	MARINA	END OF SEASON LATE REMOVAL FEE	PER DAY MINIMUM	32.00	32.00	32.00	32.00	32.00	MINIMUM - FEE CHARGED BASED ON TRANSIENT VESSEL RATES (VESSEL LENGTH) PER STATE DNR
422	MARINA	SHOPPERS DOCK	EACH	10.00	10.00	10.00	10.00	10.00	\$10 PER 3 HOURS, 35' DOCKS ONLY
423	MARINA	COST TO MOVE CATAMARAN POST	EACH	60.00	60.00	60.00	60.00	60.00	COST TO MOVE EXISTING POST LOCATION
424	MARINA	EXTERNAL ELECTRIC FEE	PER MONTH				15.00	15.00	NEW FEE
425	PLANNING	PRECINCT MAPS (LARGE)	EACH	30.00	30.00	30.00	30.00	30.00	
426	PLANNING	MASTER PLAN COPY (CITY, DDA, LDFA) - COLOR	EACH	130.00	130.00	130.00	130.00	130.00	HARD COPY
427	PLANNING	MASTER PLAN COPY (CITY, DDA, LDFA) - B & W	EACH	35.00	35.00	35.00	35.00	35.00	HARD COPY
428	PLANNING	DOWNTOWN PLAN COPY	EACH	30.00	30.00	30.00	30.00	30.00	HARD COPY
429	PLANNING	MASTER PLAN COPY (CITY, DDA, LDFA) - COLOR	EACH	15.00	15.00	15.00	15.00	15.00	PROVIDED ON CD
430	PLANNING	MASTER PLAN COPY (CITY, DDA, LDFA) - B & W	EACH	15.00	15.00	15.00	15.00	15.00	PROVIDED ON CD
431	PLANNING	DOWNTOWN PLAN COPY	EACH	15.00	15.00	15.00	15.00	15.00	PROVIDED ON CD
432	PLANNING	OBSOLETE PROPERTY REHAB FILING & MONITORING FEE	EACH	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	2% OF ABATED TAXES (WHICHEVER IS LESS - MINIMUM \$500)
433	PLANNING	NEZ APPLICATION FEE	EACH	25.00	25.00	25.00	25.00	25.00	
434	PLANNING	IFT/CFT APPLICATION FEE	EACH	1,722.00	1,722.00	1,722.00	1,722.00	1,722.00	2% OF ABATED TAXES (WHICHEVER IS LESS - MINIMUM \$500)

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	DEPT	DESCRIPTION	UNIT						
435	PLANNING	IFT/CFT/OPRA/COMMERCIAL REHAB DISTRICT ESTABLISHMENT IF ON A SEPARATE MEETING FROM CERTIFICATE	EACH	0.00	0.00	500.00	500.00	500.00	
436	PLANNING	PERSONAL PROPERTY ABATEMENT FEE	EACH	1,722.00	1,722.00	1,722.00	1,722.00	1,722.00	2% OF ABATED TAXES (WHICHEVER IS LESS - MINIMUM \$400)
437	PLANNING	COMMERCIAL REHAB FILING/MONITORING FEE	EACH	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	2% OF ABATED TAXES (WHICHEVER IS LESS - MINIMUM \$500)
438	PLANNING	GROUNDWATER ORDINANCE APPLICATION FEE	EACH	750.00	750.00	750.00	750.00	750.00	
439	PLANNING	BROWNFIELD DEVELOPMENT APPLICATION FEE	EACH	2,500.00	2,500.00	2,500.00	2,500.00	2,500.00	IF TAX CAPTURE FEE BASED ON ACTUAL COSTS
440	PLANNING	LEISURE SERVICES MASTER PLAN	EACH	30.00	30.00	30.00	30.00	30.00	HARD COPY
441	PLANNING	LEISURE SERVICES MASTER PLAN	EACH	15.00	15.00	15.00	15.00	15.00	CD
442	POLICE	POLICE REPORTS - ACCIDENT & OFFENSE (EACH ADDITIONAL PAGE)	EACH	0.25	0.25	0.25	0.25	0.25	
443	POLICE	POLICE REPORTS - ACCIDENT & OFFENSE (FIRST PAGE)	EACH	5.50	5.50	5.50	5.50	5.50	
444	POLICE	BIKE REGISTRATION (CHANGE OWNERSHIP)	EACH	2.00	2.00	2.00	2.00	2.00	
445	POLICE	BIKE REGISTRATION (DUPLICATE)	EACH	1.00	1.00	1.00	1.00	1.00	
446	POLICE	BIKE REGISTRATION (ENGRAVING)	EACH	0.00	0.00	0.00	0.00	0.00	NO CHARGE
447	POLICE	BIKE REGISTRATION (NEW)	EACH	2.00	2.00	2.00	2.00	2.00	
448	POLICE	CITATION COPY	EACH	5.50	5.50	5.50	5.50	5.50	
449	POLICE	FALSE ALARM FEE (4TH IN YEAR)	EACH	30.00	30.00	30.00	30.00	30.00	
450	POLICE	FALSE ALARM FEE (5TH IN YEAR)	EACH	60.00	60.00	60.00	60.00	60.00	
451	POLICE	FALSE ALARM FEE (6TH OR MORE IN YEAR)	EACH	75.00	75.00	75.00	75.00	75.00	
452	POLICE	LICENSE TO PURCHASE FEE	EACH	6.00	6.00	6.00	6.00	6.00	INCLUDES \$1.00 COST TO PROVIDE OWNER COPY OF INFORMATION AND \$5.00 NOTARY FEE
453	POLICE	LIQUOR - SPECIAL LICENSE - NEW EVENT (45 DAYS PRIOR TO EVENT)	EACH	250.00	250.00	150.00	150.00	150.00	
454	POLICE	LIQUOR - SPECIAL LICENSE - RETURN EVENT, OUTSIDE CITY RATE (45 DAYS PRIOR TO EVENT)	EACH			125.00	125.00	125.00	
455	POLICE	LIQUOR - SPECIAL LICENSE - RETURN EVENT, IN CITY RATE (45 DAYS PRIOR TO EVENT)	EACH			75.00	75.00	75.00	
456	POLICE	LIQUOR - SPECIAL LICENSE (15 - 44 DAYS PRIOR TO EVENT) (ALL)	EACH	350.00	350.00	250.00	250.00	250.00	
457	POLICE	LIQUOR - SPECIAL LICENSE (UNDER 15 DAYS PRIOR TO EVENT)	EACH	NOT ISSUED	NOT ISSUED	NOT ISSUED	NOT ISSUED	NOT ISSUED	

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458	POLICE	LIQUOR - TEMPORARY EXISTING ESTABLISHMENT LICENSE (45 DAYS PRIOR TO EVENT)	EACH	50.00	50.00	40.00	40.00	40.00	
459	POLICE	LIQUOR - TEMPORARY EXISTING ESTABLISHMENT LICENSE (15 - 44 DAYS PRIOR TO EVENT)	EACH	75.00	75.00	60.00	60.00	60.00	
460	POLICE	LIQUOR - TEMPORARY EXISTING ESTABLISHMENT LICENSE (UNDER 15 DAYS PRIOR TO EVENT)	EACH	NOT ISSUED	NOT ISSUED	NOT ISSUED	NOT ISSUED	NOT ISSUED	
461	POLICE	LIQUOR - TEMPORARY EXISTING CLUB LICENSE (45 DAYS PRIOR TO EVENT)	EACH	50.00	50.00	40.00	40.00	40.00	
462	POLICE	LIQUOR - TEMPORARY EXISTING CLUB LICENSE (15 - 44 DAYS PRIOR TO EVENT) (ALL)	EACH	75.00	75.00	60.00	60.00	60.00	
463	POLICE	LIQUOR - TEMPORARY EXISTING CLUB LICENSE (UNDER 15 DAYS PRIOR TO EVENT)	EACH	NOT ISSUED	NOT ISSUED	NOT ISSUED	NOT ISSUED	NOT ISSUED	
464	POLICE	OUIL COST RECOVERY FEE	EACH	ACTUAL COSTS	ACTUAL COSTS	ACTUAL COSTS	ACTUAL COSTS	ACTUAL COSTS	
465	POLICE	PHOTOGRAPH REPRODUCTION (ENLARGED)	EACH	15.00	15.00	15.00	15.00	15.00	
466	POLICE	PHOTOGRAPH REPRODUCTION (STD SIZE)	EACH	10.00	10.00	10.00	10.00	10.00	
467	POLICE	PHOTOGRAPH REPRODUCTION (CD-ROM)	EACH	5.00	5.00	5.00	5.00	5.00	
468	POLICE	PRELIMINARY BREATH TEST	EACH	5.00	5.00	5.00	5.00	5.00	FOR COURT/PROBATION ORDERED TEST
469	POLICE	VIN INSPECTION	EACH	30.00	30.00	30.00	30.00	30.00	
470	POLICE	VEHICLE IMPOUND FEE	EACH	50.00	50.00	50.00	50.00	55.00	
471	POLICE	VEHICLE IMPOUND FEE (COURT-ORDERED)	EVERY 30 DAYS	50.00	50.00	50.00	50.00	55.00	
472	POLICE	BILL OF SALE PAPERWORK FROM AUCTION REDO	EACH					50.00	
473	POLICE	PAPER DRIVERS LICENSE FOR OUIL ARREST	EACH					10.00	
474	POLICE	TEMPORARY LICENSE PAPER PLATE	EACH					10.00	
475	SPECIAL EVENTS	PARKS (WOOD SNOW FENCE RENTAL)	EACH	30.00	30.00	30.00	30.00	30.00	DELIVERY/PICK-UP NOT INCLUDED. ADDITIONAL COSTS FOR LABOR (\$60.00/HR)AND VEHICLE RENTAL WILL APPLY IF DELEVERY OR PICK-UP IS REQUIRED
476	SPECIAL EVENTS	CITY SERVICES (55-GAL METAL TRASH CANS)	EACH	5.00	5.00	5.00	5.00	5.00	DELIVERY/PICK-UP NOT INCLUDED. ADDITIONAL COSTS FOR LABOR (\$60.00/HR)AND VEHICLE RENTAL WILL APPLY IF DELEVERY OR PICK-UP IS REQUIRED
477	SPECIAL EVENTS	CITY SERVICES RENTAL OF POSTS	EACH POST	3.00	3.00	3.00	3.00	3.00	DELIVERY/PICK-UP NOT INCLUDED. ADDITIONAL COSTS FOR LABOR (\$60.00/HR)AND VEHICLE RENTAL WILL APPLY IF DELEVERY OR PICK-UP IS REQUIRED
478	SPECIAL EVENTS	CITY SERVICES (PICNIC TABLES)	EACH	10.00	10.00	10.00	10.00	10.00	DELIVERY/PICK-UP NOT INCLUDED. ADDITIONAL COSTS FOR LABOR (\$60.00/HR)AND VEHICLE RENTAL WILL APPLY IF DELEVERY OR PICK-UP IS REQUIRED

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479	SPECIAL EVENTS	FILM & MUSIC EVENTS ADMINISTRATION FEE	EACH	50.00	50.00	50.00	50.00	50.00	
480	SPECIAL EVENTS	SPEICAL EVENTS HYDRANT USAGE	PER HYDRANT	100.00	100.00	100.00	100.00	100.00	THIS RATE INCLUDES INSTALLATION/REMOVAL AND TESTING
481	SPECIAL EVENTS	SPECIAL EVENTS APPLICATION FEE FOR PEAK SEASON EVENTS (4/15-9/30) SUBMITTED AT LEAST 60 DAYS PRIOR TO DATE OF EVENT	EACH	100.00	100.00	100.00	100.00	100.00	APPLICATIONS SUBMITTED PRIOR TO APRIL 15 WILL RECEIVE 50% DISCOUNT OFF REGULAR FEE.
482	SPECIAL EVENTS	SPECIAL EVENTS APPLICATION FEE FOR PEAK SEASON EVENTS (4/15-9/30) SUBMITTED 45-59 DAYS PRIOR TO DATE OF EVENT	EACH	250.00	250.00	250.00	250.00	250.00	APPLICATIONS SUBMITTED PRIOR TO APRIL 15 WILL RECEIVE 50% DISCOUNT OFF REGULAR FEE.
483	SPECIAL EVENTS	SPECIAL EVENTS APPLICATION FEE FOR PEAK SEASON EVENTS (4/15-9/30) SUBMITTED 30-44 DAYS PRIOR TO DATE OF EVENT	EACH	400.00	400.00	400.00	400.00	400.00	APPLICATIONS SUBMITTED PRIOR TO APRIL 15 WILL RECEIVE 50% DISCOUNT OFF REGULAR FEE.
484	SPECIAL EVENTS	SPECIAL EVENTS APPLICATION FEE FOR OFF SEASON EVENTS (1/1-4/14 & 10/1-12/31) SUBMITTED AT LEAST 60 DAYS PRIOR TO DATE OF EVENT	EACH	50.00	50.00	50.00	50.00	50.00	
485	SPECIAL EVENTS	SPECIAL EVENTS APPLICATION FEE FOR OFF SEASON EVENTS (1/1-4/14 & 10/1-12/31) SUBMITTED 45-59 DAYS PRIOR TO DATE OF EVENT	EACH	200.00	200.00	200.00	200.00	200.00	
486	SPECIAL EVENTS	SPECIAL EVENTS APPLICATION FEE FOR OFF SEASON EVENTS (1/1-4/14 & 10/1-12/31) SUBMITTED 30-44DAYS PRIOR TO DATE OF EVENT	EACH	300.00	300.00	300.00	300.00	300.00	
487	SPECIAL EVENTS	SPECIAL EVENTS APPLICATION FEE FOR OFF SEASON EVENTS (1/1-4/14 & 10/1-12/31) SUBMITTED LESS THAN 30 DAYS PRIOR TO DATE OF EVENT	EACH	500.00	500.00	500.00	500.00	500.00	
488	SPECIAL EVENTS	CITY SERVICES (POLICE OFFICER - STRAIGHT TIME)	PER HOUR	40.00	40.00	40.00	40.00	40.00	
489	SPECIAL EVENTS	CITY SERVICES (POLICE OFFICER - 1.5 OVERTIME)	PER HOUR	60.00	60.00	60.00	60.00	60.00	
490	SPECIAL EVENTS	CITY SERVICES (POLICE OFFICER - TRIPLE OVERTIME)	PER HOUR	120.00	120.00	120.00	120.00	120.00	
491	TREASURER	DUPLICATE TAX BILL COPY (COMPUTER PRINTOUT)	EACH	3.00	3.00	3.00	3.00	3.00	
492	TREASURER	PROPERTY TAX PROJECTION/ESTIMATE LETTER	EACH	20.00	20.00	20.00	20.00	20.00	
493	TREASURER	NSF CHECK/NSF ACH HANDLING CHARGE	EACH	30.00	30.00	30.00	30.00	30.00	
494	TREASURER	TAX RECEIPT INQUIRY (LESS THAN 3 YEARS OLD)	EACH	5.00	5.00	5.00	5.00	5.00	
495	TREASURER	TAX RECEIPT INQUIRY (MORE THAN 3 YEARS OLD)	EACH	12.00	12.00	12.00	12.00	12.00	
496	TREASURER	TRANSACTION SERVICE FEE (PAYMENTS MADE AT WINDOW/WO BILL)	EACH	2.00	2.00	2.00	2.00	2.00	
497	TREASURER	TRANSACTION ADMINISTRATIVE FEE (CREDIT CARD PAYMENTS BY PHONE)	EACH	5.00	5.00	5.00	5.00	5.00	
498	TREASURER	PETTY CASH NUISANCE FEE (FAILURE TO RETURN RECEIPTS IN TIMELY FASHION)	EACH	5.00	5.00	5.00	5.00	5.00	
499	TREASURER	PROPERTY TAX ROLL ON CD-ROM OR ELECTRONIC FILE	EACH	125.00	125.00	125.00	125.00	125.00	

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500	TREASURER	PROPERTY TAX LIEN INQUIRY/LOOKUP (PERFORMED BY CITY STAFF)	EACH	35.00	35.00	35.00	35.00	35.00	PAYMENT IN ADVANCE W/CREDIT CARD REQUIRED
501	TREASURER	PROPERTY TAX LIEN INQUIRY/LOOKUP (SELF-HELP INTERNET LOOKUP)	EACH	20.00	20.00	20.00	20.00	20.00	
502	TREASURER	PENALTY ASSESSMENT ON DELINQUENT TAXES	EACH	3.0%	3.0%	3.0%	3.0%	3.0%	
503	TREASURER	PROPERTY TAX ADMINISTRATION FEE (PTAF)	EACH	1.0%	1.0%	1.0%	1.0%	1.0%	
504	TREASURER	LANDLORD'S AFFIDAVIT FILING	EACH	300.00	300.00	300.00	300.00	300.00	
505	TREASURER	CREDIT CARD CONVENIENCE FEE	EACH		3.0% WITH \$2.00 MINIMUM	3.0% WITH \$2.00 MINIMUM	3.0% WITH \$2.00 MINIMUM	3.0% WITH \$2.00 MINIMUM	\$2.00 FLAT FEE PER TRANSACTION OF \$1.00 TO \$65.00 AND 3% FEE PER TRANSACTION OF \$65.01 AND GREATER
506	WATER FILTRATION	WATER TEST SAMPLE	PER SAMPLE	70.00	70.00	70.00	70.00	80.00	COVERS STAFF TIME AND LAB WORK
507	WATER-SEWER	DELINQUENT PAYMENT PENALTY	PAST DUE BALANCE	10.00%	10.00%	10.00%	10.00%	10.00%	
508	WATER-SEWER	DELINQUENT PAYMENT PENALTY (TAX LIEN FEE)	PAST DUE BALANCE	GREATER OF 20% OR \$25.00	GREATER OF 20% OR \$25.00	GREATER OF 20% OR \$25.00	GREATER OF 20% OR \$25.00	GREATER OF 20% OR \$25.00	
509	WATER-SEWER	HYDRANT SERVICE (MAXIMUM 30 DAY) CONNECTION CHARGE	EACH	50.00	50.00	50.00	50.00	50.00	\$400.00 REFUNDABLE DEPOSIT ALSO REQUIRED
510	WATER-SEWER	INSTALLATION OF STUB LINE TO PROPERTY LINE (SEWER PERMIT)	EACH	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	INCLUDES REPAIR AND POSSIBLE REPLACEMENT OF SERVICE
511	WATER-SEWER	METER REPLACEMENT AT OWNER'S REQUEST	EACH	ACTUAL COSTS	ACTUAL COSTS	ACTUAL COSTS	ACTUAL COSTS	ACTUAL COSTS	
512	WATER-SEWER	METER RESET AT OWNER'S REQUEST	EACH	35.00	35.00	35.00	35.00	35.00	
513	WATER-SEWER	METER TEST	EACH	35.00	35.00	35.00	35.00	35.00	
514	WATER-SEWER	MISSED METER APPOINTMENT	EACH	25.00	25.00	25.00	25.00	25.00	
515	WATER-SEWER	TEMPORARY (MINIMUM 30 DAY) SERVICE	EACH	25.00	25.00	25.00	25.00	25.00	
516	WATER-SEWER	THAWING WATER/SEWER LINE	EACH	200.00	200.00	200.00	200.00	200.00	FIRST VISIT IS FREE - FEE CHARGED PER VISIT AFTER FIRST ONE EACH SEASON
517	WATER-SEWER	TURN ON CHARGE (AFTER HOURS)	EACH	100.00	100.00	100.00	100.00	100.00	CALL IN MINIMUM 3 HOURS
518	WATER-SEWER	TURN ON CHARGE (REGULAR HOURS)	EACH	25.00	25.00	25.00	25.00	40.00	
519	WATER-SEWER	TURN ON CHARGE (SEASONAL USE)	EACH	12.50	12.50	12.50	12.50	12.50	
520	WATER-SEWER	TURN ON CHARGE (MISSED APPOINTMENT - SAME DAY TURN ON)	EACH	40.00	40.00	40.00	40.00	40.00	
521	WATER-SEWER	TV SEWER LATERAL	EACH	100.00	100.00	100.00	100.00	100.00	FEE APPLIED TO SEWER PERMIT IF PROBLEM IS IN THE CITY'S PORTION OF SYSTEM
522	WATER-SEWER	UNAUTHORIZED WATER USE OR TAMPERING (MINIMUM CHARGE)	EACH	200.00	200.00	200.00	200.00	200.00	

CITY OF MUSKEGON									
Master Fee Resolution - Schedule of Fees									
(Effective 1/1/2017)									
				2015	2015	2016	2017	2018	DEPARTMENT
	DEPT	DESCRIPTION	UNIT	FEE eff 1/1	FEE eff 7/1	FEE	FEE	FEE	COMMENTS
546	WATER-SEWER	STORM WATER CROSS CONNECTION SEWER TREATMENT CHARGE	PER DAY	0.00	0.00	0.00	0.00	0.00	***THIS FEE IS BEING REVIEWED BY THE CITY ATTORNEY'S OFFICE AND WILL BE UPDATE ONCE WE HAVE A RESPONSE
547	WATER-SEWER	LARGE WATERMAIN TAPS	EACH	200.00	200.00	200.00	200.00	300.00	PLUS TIME & MATERIALS
548	WATER-SEWER	SMALL WATER TAPS	EACH	50.00	50.00	50.00	50.00	100.00	SMALL TAP FEE UP TO AND INCLUDING 2' WATER SERVICE
549	WATER-SEWER	RESIDENTIAL FLAT RATE SEWER CHARGE	MONTH	28.70	32.18	32.18	39.64	39.64	BASED ON 11.66 UNITS/MO OR 35 UNITS/QUARTER
550	WATER-SEWER	COMMERCIAL FLAT RATE SEWER CHARGE	MONTH	36.15	40.81	40.81	49.55	49.55	BASED ON 11.66 UNITS/MO OR 35 UNITS/QUARTER
551	ZONING	SPECIAL MEETING FEE (PLANNING, ZBA)	PER REQUEST	500.00	500.00	500.00	500.00	500.00	
552	ZONING	FENCE PERMIT FEE	EACH	30.00	30.00	30.00	30.00	30.00	
553	ZONING	LOT SPLIT REVIEW	EACH	30.00	30.00	30.00	30.00	30.00	
554	ZONING	ZONING, GIS MAPS (UP TO 17" x 24")	EACH	15.00	15.00	15.00	15.00	15.00	
555	ZONING	ZONING, GIS MAPS (17" x 24" TO 34" x 44")	EACH	25.00	25.00	25.00	25.00	25.00	
556	ZONING	PLANNED UNIT DEVELOPMENT (PUD)	EACH	0.00	0.00	0.00	0.00	0.00	
557	ZONING	PLANNED UNIT DEVELOPMENT (PUD) - PRELIMINARY	EACH	500.00	500.00	500.00	500.00	500.00	
558	ZONING	PLANNED UNIT DEVELOPMENT (PUD) - FINAL	EACH	500.00	500.00	500.00	500.00	500.00	
559	ZONING	PLANNED UNIT DEVELOPMENT (PUD) - AMENDMENT	EACH	500.00	500.00	500.00	500.00	500.00	
560	ZONING	SIDEWALK BENCH ENCROACHMENT	PER BENCH PER MONTH	5.00	5.00	5.00	5.00	5.00	
561	ZONING	SITE PLAN REVIEW FEE - MINOR	EACH	200.00	200.00	200.00	200.00	200.00	
562	ZONING	SITE PLAN REVIEW FEE - MAJOR	EACH	400.00	400.00	400.00	400.00	400.00	
563	ZONING	PLANNING COMMISSION REVIEW	EACH	500.00	500.00	500.00	500.00	500.00	
564	ZONING	SPECIAL USE PERMIT	EACH	500.00	500.00	500.00	500.00	500.00	
565	ZONING	ALLEY OR STREET VACATION	EACH	500.00	500.00	500.00	500.00	500.00	
566	ZONING	ZONING COMPLIANCE LETTER	EACH	30.00	30.00	30.00	30.00	30.00	
567	ZONING	ZONE CHANGE	EACH	500.00	500.00	500.00	500.00	500.00	

Commission Meeting Date: December 12, 2017

Date: December 12, 2017
To: Honorable Mayor and City Commissioners
From: Finance Director
RE: First Quarter 2017-18 Budget Reforecast

SUMMARY OF REQUEST: At this time staff is transmitting the First Quarter 2017-18 Budget Reforecast which outlines proposed changes to the budget that have come about as result of changes in revenue projects, policy priorities, labor contracts, updated economic conditions, or other factors.

FINANCIAL IMPACT: A summary of first quarter proposed adjustments to the budget are as follows:

- General Fund revenues are reforecast to be \$826,849 higher than the original budget, largely due to higher State projections for State Shared Revenue and the adjustments to permit revenue based on actual receipts.
- General Fund expenditures are reforecast to be \$784,000 higher than the original budget, most of the adjustments were for Safebuilt based on the higher revenues projections for permits.
- There were some refinements to the Capital Projects budget resulting in an overall net increase of \$350,000. These are mostly in the Water Fund based on higher than projected project costs.

BUDGET ACTION REQUIRED: City commission approval of this reforecast with formally amend the City's 2017-18 budget.

STAFF RECOMMENDATION: Approval.

CITY OF MUSKEGON
GENERAL FUND

HISTORICAL SUMMARY

Year	Revenues & Transfers In	Expenditures & Transfers Out	Fund Balance at Year-End
2005	23,732,641	23,658,227	2,519,606
2006	24,669,210	24,498,776	2,690,040
2007	25,031,403	24,800,810	2,920,633
2008	25,563,632	26,100,539	2,383,726
2009	24,105,019	24,850,082	1,638,663
2010*	16,142,764	11,742,973	6,038,454
2010-11	24,029,686	25,556,758	4,511,382
2011-12	24,126,111	23,617,448	5,020,045
2012-13	23,628,096	22,708,893	5,653,558
2013-14	23,960,758	23,818,219	5,796,097
2014-15	24,921,748	24,614,349	6,103,496
2015-16	25,856,247	25,618,086	6,341,657
2016-17	27,052,979	27,025,482	6,369,154
2017-2018	27,359,353	27,262,104	6,466,403

Fiscal 2017-18 Budget Summary

FUND BALANCE AT START OF YEAR

\$ 6,369,154

MEANS OF FINANCING:

Taxes	15,715,972	57.4%
Licenses and Permits	2,276,603	8.3%
Federal Grants	59,580	0.2%
State Grants	573,900	2.1%
State Shared Revenue	4,093,437	15.0%
Other Charges	3,561,711	13.0%
Fines and Fees	410,000	1.5%
Other Revenue	433,500	1.6%
Other Financing Sources	234,650	0.9%
	<u>27,359,353</u>	<u>100.0%</u>

ESTIMATED REQUIREMENTS:

Customer Value Added Activities	20,698,930	75.9%
Business Value Added Activities	4,794,409	17.6%
Fixed Budget Items	<u>1,768,765</u>	<u>6.5%</u>
	<u>27,262,104</u>	<u>100.0%</u>

ESTIMATED FUND BALANCE AT END OF YEAR

\$ 6,466,403

OPERATING SURPLUS / (DEFICIT)

\$ 97,249

* Six-month transition period to new fiscal year

City of Muskegon

Annual Budget & Quarterly Budget Reforecast - General Fund

	Actual FY2017		Actual FY2016		Original Budget Estimate FY2017		Actual to Date 10/31/17		Actual to Date 10/31/16		1st Qtr Reforecast FY2018		Increase (Decrease) From Original	
	Available Fund Balance - BOY	\$	8,031,309	\$	6,103,496	\$	6,341,657	\$	6,341,657	\$	6,369,154	\$	27,497	\$
Taxes and Special Assessments														
101-00000-4100	PROPERTY TAX		5,451,620		5,689,608		5,527,248		-		5,527,248		\$	-
101-00000-4101	CHARGE BACK COLLECTED		-		-		-		-		-			-
101-00000-4102	IN LIEU OF TAX		103,821		96,649		94,000		-		94,000			-
101-00000-4103	IFT/CF TAX		87,751		99,363		87,000		-		87,000			-
101-00000-4104	PROPERTY TAX SANITATION		1,620,596		1,691,947		1,642,724		-		1,642,724			-
101-00000-4140	INCOME TAX		8,610,812		8,151,902		8,100,000		2,766,250		2,643,310		8,100,000	-
101-00000-4161	SPECIAL ASSESSMENTS		343,391		-		265,000		51,084		-		265,000	-
		\$	16,217,981	\$	15,729,469	\$	15,715,972	\$	2,817,334	\$	2,643,310	\$	15,715,972	\$
Licenses and permits														
101-00000-4202	BUSINESS LICENSES & PERMITS		77,395		63,182		70,000		7,730		13,570		70,000	-
101-00000-4203	LIQUOR LICENSES & TAX REBATE		45,043		43,070		44,603		36,043		34,201		44,603	-
101-00000-4204	CABLE TV LICENSES OR FEES		378,955		372,117		370,000		-		-		370,000	-
101-00000-4205	HOUSING LICENSES		(611)		(50)		(830)		(1,141)		-		-	-
101-00000-4206	INSPECTION FEE		-		162		-		-		-		-	-
101-00000-4207	CEMETERY-BURIAL PERMITS		85,137		81,095		82,000		26,870		30,375		82,000	-
101-00000-4208	BUILDING PERMITS		721,500		371,693		500,000		827,536		208,080		1,000,000	500,000
101-00000-4209	ELECTRICAL PERMITS		140,373		84,912		90,000		88,693		39,909		120,000	30,000
101-00000-4210	PLUMBING PERMITS		54,821		34,316		34,000		26,321		14,746		45,000	11,000
101-00000-4211	HEATING PERMITS		94,023		69,071		75,000		52,163		32,655		90,000	15,000
101-00000-4213	RENTAL PROPERTY REGISTRATION		222,512		152,268		160,000		104,353		45,201		300,000	140,000
101-00000-4221	VACANT BUILDING FEE		59,558		165,589		150,000		15,835		23,100		150,000	-
101-00000-4224	TEMPORARY LIQUOR LICENSE		5,945		5,780		5,000		1,175		1,370		5,000	-
		\$	1,884,651	\$	1,443,145	\$	1,580,603	\$	1,186,889	\$	441,966	\$	2,276,603	\$ 696,000
Federal grants														
101-00000-4300	FEDERAL GRANTS		51,628		72,521		59,580		10,056		-		59,580	-
		\$	51,628	\$	72,521	\$	59,580	\$	10,056	\$	-	\$	59,580	\$ -
State grants														
101-00000-4400	STATE GRANTS		48,025		91,415		15,000		7,186		18,399		15,000	-
101-00000-4405	STATE REPLACEMENT REV FOR PPT		558,964		64,598		558,900		-		-		558,900	-
		\$	606,989	\$	155,951	\$	573,900	\$	7,186	\$	18,399	\$	573,900	\$ -
State shared revenue														
101-00000-4502	STATE SALES TAX CONSTITUTIONAL		3,115,537		2,955,900		2,856,802		-		2,976,701		119,899	-
101-00000-4503	STATE CVTRS PAYMENTS		930,610		930,614		1,116,736		-		1,116,736		-	-
		\$	4,046,147	\$	3,886,514	\$	3,973,538	\$	-	\$	4,093,437	\$	119,899	\$ -
Other charges for sales and services														
101-00000-4601	CITY SERVICE FEE FOR ENTERPRISE FUNDS		449,291		449,292		482,290		160,764		149,764		482,290	-
101-00000-4603	TAX COLLECTION FEE		332,783		339,353		327,747		-		35,917		327,747	-
101-00000-4604	GARBAGE COLLECTION		43,684		43,614		41,000		40,948		11,742		41,000	-
101-00000-4606	ADMINISTRATION FEES		310,000		310,000		310,000		103,333		103,333		310,000	-
101-00000-4607	REIMBURSEMENT ELECTIONS		18,151		26,703		-		89		18,013		-	-
101-00000-4608	INDIRECT COST ALLOCATION		1,010,455		1,025,618		1,284,986		342,652		336,819		1,284,986	-
101-00000-4609	PROCUREMENT CARD REBATE		43,203		38,574		38,500		-		-		38,500	-
101-00000-4611	SPECIAL EVENTS REIMBURSEMENT		52,657		30,877		55,000		16,653		50,747		55,000	-

City of Muskegon

Annual Budget & Quarterly Budget Reforecast - General Fund

	Actual FY2017	Actual FY2016	Original Budget Estimate FY2017	Actual to Date 10/31/17	Actual to Date 10/31/16	1st Qtr Reforecast FY2018	Increase (Decrease) From Original
101-00000-4612	21,425	25,987	20,000	9,500	5,225	20,000	-
101-00000-4614	5,130	6,131	5,000	603	3,770	5,000	-
101-00000-4615	112,023	97,936	105,000	37,058	49,165	105,000	-
101-00000-4617	7,520	4,413	7,200	3,860	6,560	7,200	-
101-00000-4619	22,664	17,635	1,500	13,824	25	1,500	-
101-00000-4620	115,820	81,250	116,000	-	-	116,000	-
101-00000-4621	15,155	11,962	12,000	8,510	7,260	12,000	-
101-00000-4622	13,983	16,789	3,000	736	270	3,000	-
101-00000-4624	13,241	600	3,000	760	525	3,000	-
101-00000-4625	57,001	55,948	60,000	8,770	7,933	60,000	-
101-00000-4631	21,493	20,867	22,138	-	7,164	22,138	-
101-00000-4633	3,370	1,000	-	-	1,000	-	-
101-00000-4634	63,157	27,199	50,000	18,785	13,972	50,000	-
101-00000-4635	6,987	8,633	7,000	2,310	2,695	7,000	-
101-00000-4636	32,604	30,514	25,000	11,638	12,206	25,000	-
101-00000-4637	50	79	100	-	25	100	-
101-00000-4638	13,480	13,795	198,000	13,254	-	198,000	-
101-00000-4642	3,435	8,435	12,000	1,910	4,025	12,000	-
101-00000-4649	17,741	17,128	3,000	2,415	675	3,000	-
101-00000-4651	9,379	9,728	15,000	6,812	8,729	15,000	-
101-00000-4652	8,750	11,095	7,000	2,143	6,056	7,000	-
101-00000-4654	6,000	7,000	5,000	3,780	2,800	6,000	-
101-00000-4656	5,800	8,300	5,000	1,000	500	5,000	-
101-00000-4658	35,455	34,005	35,000	13,150	2,800	6,000	-
101-00000-4659	3,549	5,201	-	9,253	10,800	35,000	-
101-00000-4660	5,786	7,500	4,700	2,075	1,635	4,700	-
101-00000-4661	-	25,580	15,000	-	-	15,000	-
101-00000-4663	-	70,814	-	-	-	-	-
101-00000-4664	-	6,800	6,800	-	-	-	-
101-00000-4666	45,000	15,290	38,000	-	-	6,800	-
101-00000-4669	11,551	19,212	12,000	1,158	5,028	48,750	-
101-00000-4670	22,967	76,761	22,000	6,659	5,634	22,000	-
101-00000-4671	62,791	51,198	70,000	3,830	5,260	70,000	-
101-00000-4672	43,800	30,527	45,000	2,153	19,863	45,000	-
101-00000-4673	20,410	26,870	28,500	11,512	9,508	28,500	-
101-00000-4674	38,038	26,813	26,000	3,600	10,207	26,000	-
101-00000-4676	400	1,000	18,000	3,764	14,796	18,000	-
101-00000-4677	1,650	2,012	1,500	1,250	400	1,500	-
101-00000-4678	2,789	227	-	12,562	450	-	-
101-00000-4679	-	-	-	-	-	-	-
101-00000-4690	-	-	-	-	-	-	-
101-00000-4693	1,000	-	-	-	-	-	-
101-00000-4694	1,095	3,940	-	-	-	-	-
	\$ 3,170,022	\$ 3,162,373	\$ 3,550,961	\$ 883,686	\$ 933,295	\$ 3,561,711	\$ 10,750

City of Muskegon

Annual Budget & Quarterly Budget Reforecast - General Fund

	Actual FY2017	Actual FY2016	Original Budget Estimate FY2017	Actual to Date 10/31/17	Actual to Date 10/31/16	1st Qtr Reforecast FY2018	Increase (Decrease) From Original
Fines and fees							
101-00000-4701 INCOME TAX-PENALTY & INTEREST	213,634	204,792	200,000	51,441	50,316	200,000	-
101-00000-4702 DELINQUENT FEES	42,833	35,081	25,000	-	1,816	25,000	-
101-00000-4704 PENALTIES/INTEREST/FINES	2,005	1,835	2,000	1,729	644	2,000	-
101-00000-4706 LATE FEE ON INVOICES OVER 45 DAYS	5,273	2,417	1,500	2,038	605	1,500	-
101-00000-4751 CIVIL INFRACTIONS	23,863	9,890	11,500	4,720	4,685	11,500	-
101-00000-4754 TRAFFIC FINES & FEES	69,609	73,390	65,000	18,866	16,892	65,000	-
101-00000-4755 COURT FEES	122,757	129,764	105,000	27,910	38,580	105,000	-
	\$ 479,974	\$ 457,169	\$ 410,000	\$ 106,704	\$ 113,538	\$ 410,000	\$ -
Other revenue							
101-00000-4800 MISC. & SUNDRY	13,666	15,164	14,000	6,462	8,665	14,000	-
101-00000-4802 REIMB-Demos and BOARD-UPS	11,250	26,353	25,000	771	6,625	25,000	-
101-00000-4803 CDBG PROGRAM REIMBURSEMENTS	320,989	396,487	325,000	-	1,742	325,000	-
101-00000-4805 CONTRIBUTIONS	31,619	7,150	8,000	2,321	-	8,000	-
101-00000-4806 BIKE/PROPERTY AUCTIONS-POLICE	894	832	1,500	-	894	1,500	-
101-00000-4811 FISHERMANS LANDING REIMBURSEMENT	-	11,320	-	-	-	-	-
101-00000-4814 PROMOTIONAL PRODUCTS	-	24,051	20,000	4,944	7,665	20,000	-
101-00000-4818 RECOVERY OF BAD DEBT	14,990	2,934	1,500	200	156	1,500	-
101-00000-4821 CONTRIBUTIONS-GRANTS	1,260	4,500	10,000	-	-	10,000	-
101-00000-4825 CONTRIBUTIONS - VETERANS PARK MAINT	21,710	18,504	18,500	-	-	18,500	-
101-00000-4829 COMMUNITY FOUNDATION GRANT - MCGRAFT PAR	5,734	5,566	-	-	-	-	-
101-00000-4832 CONSUMERS ENERGY ESSENTIAL SERVICES	25,000	100,000	-	-	25,000	-	-
101-00000-4841 GRANT: COMMUNITY FOUNDATION	-	26,500	10,000	-	-	10,000	-
	\$ 447,082	\$ 639,411	\$ 433,500	\$ 14,698	\$ 50,747	\$ 433,500	\$ -
Interest & Operating Transfers							
101-00000-4902 OP. TRANS FROM SPECIAL REVENUE	182,650	153,000	182,650	-	-	182,650	-
101-00000-4903 OP. TRANS FROM DEBT SERVICE	34,000	36,000	40,000	13,333	11,333	40,000	-
101-00000-4904 OP. TRANS FROM CAPITAL PROJECTS	-	35,132	-	-	-	-	-
101-00000-4906 OP. TRANS FROM INTERNAL SERVICE FUND	-	-	-	-	-	-	-
101-00000-4908 OP. TRANS FROM NONEXPENDABLE	-	-	-	-	-	-	-
101-00000-4970 INTEREST INCOME	111,851	92,880	12,000	25,895	28,077	12,000	-
101-00000-4971 UNREALIZED GAIN (LOSS) ON INVESTMENT	(184,946)	(7,428)	-	(23,739)	(75,644)	-	-
101-00000-4980 SALE OF FIXED ASSETS	4,950	100	-	-	-	-	-
	\$ 149,505	\$ 309,694	\$ 234,650	\$ 15,489	\$ (36,234)	\$ 234,650	\$ -
Total general fund revenues and other sources							
	\$ 27,052,979	\$ 25,866,247	\$ 26,532,704	\$ 5,042,242	\$ 4,165,021	\$ 27,359,353	\$ 826,649

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

I. Customer Value Added Activities

	Actual FY2017	Actual 2016	Original Budget Estimate FY2018	Actual to Date 10/31/17	Actual to Date 10/31/16	1Q Reforecast FY2018	Increase (Decrease) From FY17 Original
40301 Police Department							
5100 SALARIES & BENEFITS	7,978,076	7,938,999	9,161,032	2,513,609	2,461,888	9,161,032	-
5200 SUPPLIES	97,977	87,679	80,900	29,157	29,077	80,900	-
5300 CONTRACTUAL SERVICES	896,113	904,920	932,656	336,181	311,418	932,656	-
5400 OTHER EXPENSES	25,042	24,675	22,500	14,366	5,592	22,500	-
5700 CAPITAL OUTLAYS	9,400	7,064	2,000	12,435	4,755	2,000	-
	\$ 9,006,608	\$ 8,963,337	\$ 10,199,088	\$ 2,905,748	\$ 2,812,650	\$ 10,199,088	\$ -
	\$ 9,006,608	\$ 8,963,337	\$ 10,199,088	\$ 2,905,748	\$ 2,812,650	\$ 10,199,088	\$ -
50336 Fire Department							
5100 SALARIES & BENEFITS	3,729,221	3,570,031	3,000,000	1,096,564	1,143,104	3,000,000	-
5200 SUPPLIES	138,245	169,633	155,000	34,637	32,255	155,000	-
5300 CONTRACTUAL SERVICES	123,465	107,645	138,200	28,554	27,688	138,200	-
5400 OTHER EXPENSES	13,578	3,426	7,100	3,344	5,077	7,100	-
5700 CAPITAL OUTLAYS	105,635	67,990	13,000	397	4,694	13,000	-
	\$ 4,110,144	\$ 3,918,725	\$ 3,313,300	\$ 1,163,496	\$ 1,212,818	\$ 3,313,300	\$ -
	\$ 4,110,144	\$ 3,918,725	\$ 3,313,300	\$ 1,163,496	\$ 1,212,818	\$ 3,313,300	\$ -
50338 New Central Fire Station							
5100 SALARIES & BENEFITS	-	-	-	-	-	-	-
5200 SUPPLIES	-	3,510	-	-	-	-	-
5300 CONTRACTUAL SERVICES	-	64,857	75,000	15,595	15,431	75,000	-
5400 OTHER EXPENSES	76,436	-	-	-	-	-	-
5700 CAPITAL OUTLAYS	-	-	-	-	-	-	-
	\$ 76,436	\$ 68,367	\$ 75,000	\$ 15,595	\$ 15,431	\$ 75,000	\$ -
	\$ 76,436	\$ 68,367	\$ 75,000	\$ 15,595	\$ 15,431	\$ 75,000	\$ -
50387 Fire Safety Inspections							
5100 SALARIES & BENEFITS	-	1,597	-	-	-	-	-
5200 SUPPLIES	12,920	11,404	-	4,059	3,189	-	-
5300 CONTRACTUAL SERVICES	840,894	465,888	575,000	775,455	202,450	1,000,000	425,000
5400 OTHER EXPENSES	205	18	-	-	-	-	-
5700 CAPITAL OUTLAYS	-	-	-	-	-	-	-
	\$ 854,019	\$ 478,907	\$ 575,000	\$ 779,514	\$ 205,639	\$ 1,000,000	\$ 425,000
	\$ 5,040,599	\$ 4,455,999	\$ 3,963,300	\$ 1,958,605	\$ 1,433,888	\$ 4,388,300	\$ 425,000
	\$ 5,040,599	\$ 4,455,999	\$ 3,963,300	\$ 1,958,605	\$ 1,433,888	\$ 4,388,300	\$ 425,000
60523 General Sanitation							
5100 SALARIES & BENEFITS	-	23,639	25,117	8,352	7,063	25,117	-
5200 SUPPLIES	26,072	-	-	-	-	-	-
5300 CONTRACTUAL SERVICES	1,813,871	1,581,754	1,820,000	185,294	327,957	1,820,000	-
5400 OTHER EXPENSES	-	-	-	-	-	-	-
5700 CAPITAL OUTLAYS	-	-	-	-	-	-	-
5900 OTHER FINANCING USES	-	-	-	-	-	-	-
	\$ 1,839,943	\$ 1,605,383	\$ 1,845,117	\$ 193,646	\$ 335,020	\$ 1,845,117	\$ -
	\$ 1,839,943	\$ 1,605,383	\$ 1,845,117	\$ 193,646	\$ 335,020	\$ 1,845,117	\$ -

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

	Actual FY2017	Actual 2016	Original Budget Estimate FY2018	Actual to Date 10/31/17	Actual to Date 10/31/16	1Q Reforecast FY2018	Increase (Decrease) From FY17 Original
60550 Stormwater Management							
5100 SALARIES & BENEFITS	-	-	-	-	-	-	-
5200 SUPPLIES	-	-	-	-	-	-	-
5300 CONTRACTUAL SERVICES	4,000	13,755	10,000	9,340	-	10,000	-
5400 OTHER EXPENSES	-	-	-	-	-	-	-
5700 CAPITAL OUTLAYS	-	-	-	-	-	-	-
	\$ 4,000	\$	10,000	\$ 9,340	\$ -	\$ 10,000	\$ -
60448 Streetlighting							
5100 SALARIES & BENEFITS	-	-	-	-	-	-	-
5200 SUPPLIES	10,552	-	-	-	-	-	-
5300 CONTRACTUAL SERVICES	582,278	-	515,000	92,150	164,582	515,000	-
5400 OTHER EXPENSES	-	-	-	-	-	-	-
5700 CAPITAL OUTLAYS	-	-	-	-	-	-	-
	\$ 592,830	\$	515,000	\$ 92,150	\$ 164,582	\$ 515,000	\$ -
60446 Community Event Support/Downtown BID							
5100 SALARIES & BENEFITS	21,320	15,154	56,000	9,997	13,969	56,000	-
5200 SUPPLIES	191	767	3,000	3,370	191	3,000	-
5300 CONTRACTUAL SERVICES	12,217	3,483	22,000	39,231	41,581	50,000	28,000
5400 OTHER EXPENSES	-	-	-	-	-	-	-
5700 CAPITAL OUTLAYS	-	-	-	-	-	-	-
	\$ 33,728	\$ 19,424	\$ 81,000	\$ 52,598	\$ 55,741	\$ 109,000	\$ 28,000
70751 Parks Maintenance							
5100 SALARIES & BENEFITS	497,872	427,560	645,857	143,796	145,517	645,857	-
5200 SUPPLIES	153,426	85,098	91,430	29,358	52,595	91,430	-
5300 CONTRACTUAL SERVICES	849,357	766,449	729,721	389,517	356,470	728,171	(1,550)
5400 OTHER EXPENSES	-	77	1,000	1,250	-	1,000	-
5700 CAPITAL OUTLAYS	11,487	4,912	5,000	888	30	5,000	-
	\$ 1,512,142	\$ 1,284,096	\$ 1,473,008	\$ 564,809	\$ 554,612	\$ 1,471,458	\$ (1,550)

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

	Actual FY2017	Actual 2016	Original Budget Estimate FY2018	Actual to Date 10/31/17	Actual to Date 10/31/16	1Q Reforecast FY2018	Increase (Decrease) From FY17 Original
70757 Mc Graft Park Maintenance							
5100 SALARIES & BENEFITS	17,803	19,806	22,733	13,164	2,436	22,733	-
5200 SUPPLIES	6,266	6,097	4,000	5,181	2,837	4,000	-
5300 CONTRACTUAL SERVICES	29,876	30,716	33,330	21,075	10,481	24,880	1,550
5400 OTHER EXPENSES	-	-	-	-	-	-	-
5700 CAPITAL OUTLAYS	-	-	12,000	491	-	12,000	-
	\$ 53,945	\$ 56,619	\$ 72,063	\$ 39,911	\$ 15,754	\$ 63,613	\$ 1,550
70276 Cemeteries Maintenance							
5100 SALARIES & BENEFITS	83,930	76,375	112,644	26,853	25,519	112,644	-
5200 SUPPLIES	8,905	9,719	8,600	2,841	3,657	8,600	-
5300 CONTRACTUAL SERVICES	293,830	320,285	309,113	134,859	144,963	309,113	-
5400 OTHER EXPENSES	-	65	300	-	-	300	-
5700 CAPITAL OUTLAYS	1,170	-	10,000	-	17	10,000	-
	\$ 387,835	\$ 406,444	\$ 440,657	\$ 164,553	\$ 174,156	\$ 440,657	\$ -
70585 Parking Operations							
5100 SALARIES & BENEFITS	223	2,433	-	-	158	-	-
5200 SUPPLIES	-	225	-	-	-	-	-
5300 CONTRACTUAL SERVICES	2,499	2,951	-	343	805	-	-
5400 OTHER EXPENSES	-	-	-	-	-	-	-
5700 CAPITAL OUTLAYS	-	-	-	-	-	-	-
	\$ 2,722	\$ 5,609	\$ -	\$ 343	\$ 963	\$ -	\$ -
70357 Graffiti Removal							
5100 SALARIES & BENEFITS	554	815	-	153	68	-	-
5200 SUPPLIES	93	15	-	-	-	-	-
5300 CONTRACTUAL SERVICES	-	271	-	-	-	-	-
5400 OTHER EXPENSES	-	-	-	-	-	-	-
5700 CAPITAL OUTLAYS	-	-	-	-	-	-	-
	\$ 647	\$ 1,101	\$ -	\$ 153	\$ 68	\$ -	\$ -
	\$ 4,427,792	\$ 3,378,666	\$ 4,436,845	\$ 1,117,503	\$ 1,300,828	\$ 4,454,845	\$ -

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

	Actual FY2017	Actual 2016	Original Budget Estimate FY2018	Actual to Date 10/31/17	Actual to Date 10/31/16	1Q Reforecast FY2018	Increase (Decrease) From FY17 Original
70775 General Recreation							
5100 SALARIES & BENEFITS	-	-	-	-	-	-	-
5200 SUPPLIES	172	-	-	-	-	-	-
5300 CONTRACTUAL SERVICES	90,133	126,580	-	37,551	41,458	-	-
5400 OTHER EXPENSES	-	-	-	-	-	-	-
5700 CAPITAL OUTLAYS	-	-	-	-	-	-	-
	\$ 90,305	\$ -	\$ -	\$ 37,551	\$ 41,458	\$ -	\$ -
80387 Environmental Services							
5100 SALARIES & BENEFITS	113,562	151,364	-	28,726	49,534	-	-
5200 SUPPLIES	2,327	3,444	-	368	887	-	-
5300 CONTRACTUAL SERVICES	970,834	858,698	1,229,024	374,946	296,502	1,229,024	-
5400 OTHER EXPENSES	3,335	632	-	-	218	-	-
5700 CAPITAL OUTLAYS	93	1,922	-	-	43	-	-
	\$ 1,090,151	\$ 1,016,060	\$ 1,229,024	\$ 404,040	\$ 347,184	\$ 1,229,024	\$ -
	\$ 1,180,456	\$ 1,016,060	\$ 1,229,024	\$ 441,591	\$ 388,642	\$ 1,229,024	\$ -
10875 Other - Support to Outside Agencies							
MUSKEGON AREA TRANSIT (MATS)	95,366	87,074	99,513	-	-	99,513	-
NEIGHBORHOOD ASSOCIATION GRANTS	45,231	15,750	100,000	-	750	100,000	-
YMCA	-	-	20,000	-	11,392	20,000	-
BOYS & GIRLS CLUB	-	-	45,000	-	-	45,000	-
MUSKEGON PUBLIC SCHOOLS YOUTH RECREATION	-	-	20,000	-	-	20,000	-
PORT CITY FOOTBALL	-	-	5,000	-	-	5,000	-
MUSKEGON AREA FIRST	45,566	45,566	45,660	-	-	45,660	-
VETERANS MEMORIAL DAY COSTS	5,558	5,682	7,000	-	-	7,000	-
WEST MI ECONOMIC DEVELOPMENT PARTNERSHIP	-	-	-	-	-	-	-
VIABILITY LLC	1,922	-	-	-	-	-	-
DOWNTOWN MUSKEGON NOW	75,000	90,000	75,000	-	-	75,000	-
DOWNTOWN BUSINESS IMPROVEMENT DISTRICT	-	-	-	-	-	-	-
LAKE SIDE BUSINESS DISTRICT	2,500	2,500	2,500	-	-	2,500	-
211 SERVICE	2,500	2,500	2,500	-	-	2,500	-
MLK DIVERSITY PROGRAM	1,000	1,000	2,000	-	-	2,000	-
MUSKEGON AREA LABOR MANAGEMENT (MALMC)	1,000	1,000	1,000	-	-	1,000	-
POUND BUDDIES	2,500	2,500	2,500	-	2,500	2,500	-
SUPPLEMENTAL MERS CONTRIBUTION	-	-	-	-	-	-	-
Support to Outside Agencies	\$ 278,143	\$ -	\$ 427,673	\$ -	\$ 14,642	\$ 427,673	\$ -
	\$ 278,143	\$ -	\$ 427,673	\$ -	\$ 14,642	\$ 427,673	\$ -
Total Customer Value Added Activities							
	\$ 19,933,598	\$ 20,255,930	\$ 6,423,447	\$ 5,950,650	\$ 20,698,930	\$ 425,000	
As a Percent of Total General Fund							
Expenditures	73.8%	76.5%	83.3%	80.2%	75.9%	56.2%	

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

II. Business Value Added Activities										Increase (Decrease) From FY17 Original
	Actual FY2017	Actual 2016	Original Budget Estimate FY2018	Actual to Date 10/31/17	Actual to Date 10/31/16	1Q Reforecast FY2018				
10101 City Commission										
5100 SALARIES & BENEFITS	69,889	69,531	75,818	21,434	21,438	75,818	-	-	-	
5200 SUPPLIES	9,409	9,165	1,000	1,664	285	1,000	-	-	-	
5300 CONTRACTUAL SERVICES	11,747	12,982	12,000	43	11,473	12,000	-	-	-	
5400 OTHER EXPENSES	2,936	2,490	2,500	1,774	1,756	2,500	-	-	-	
5700 CAPITAL OUTLAYS	959	940	1,500	320	320	1,500	-	-	-	
	\$ 94,940	\$ 95,108	\$ 92,818	\$ 25,235	\$ 35,272	\$ 92,818	\$ -	-	-	
10102 City Promotions & Public Relations										
5100 SALARIES & BENEFITS	-	-	-	-	-	-	-	-	-	
5200 SUPPLIES	4,051	2,104	4,000	2,519	3,217	4,000	-	-	-	
5300 CONTRACTUAL SERVICES	43,628	59,380	46,000	19,978	9,568	46,000	-	-	-	
5400 OTHER EXPENSES	545	2,396	-	-	-	-	-	-	-	
5700 CAPITAL OUTLAYS	-	-	-	-	-	-	-	-	-	
	\$ 48,224	\$ 63,880	\$ 50,000	\$ 22,497	\$ 12,785	\$ 50,000	\$ -	-	-	
10172 City Manager										
5100 SALARIES & BENEFITS	299,331	239,362	349,043	108,649	74,829	349,043	-	-	-	
5200 SUPPLIES	1,672	3,603	2,000	2,918	364	2,000	-	-	-	
5300 CONTRACTUAL SERVICES	22,230	21,161	15,000	4,266	9,487	15,000	-	-	-	
5400 OTHER EXPENSES	5,405	10,627	3,000	3,249	752	3,000	-	-	-	
5700 CAPITAL OUTLAYS	3,311	204	2,000	1,052	-	2,000	-	-	-	
	\$ 331,949	\$ 274,957	\$ 371,043	\$ 120,134	\$ 85,432	\$ 371,043	\$ -	-	-	
10145 City Attorney										
5100 SALARIES & BENEFITS	-	-	-	-	-	-	-	-	-	
5200 SUPPLIES	888	880	-	-	-	-	-	-	-	
5300 CONTRACTUAL SERVICES	325,889	351,108	350,000	111,910	106,491	350,000	-	-	-	
5400 OTHER EXPENSES	-	-	-	-	-	-	-	-	-	
5700 CAPITAL OUTLAYS	-	-	-	-	-	-	-	-	-	
	\$ 326,777	\$ 351,988	\$ 350,000	\$ 111,910	\$ 106,491	\$ 350,000	\$ -	-	-	
	\$ 801,890	\$ 785,933	\$ 863,861	\$ 279,776	\$ 239,980	\$ 863,861	\$ -	-	-	
20228 Affirmative Action										
5100 SALARIES & BENEFITS	71,954	90,691	-	-	26,260	-	-	-	-	
5200 SUPPLIES	771	247	-	-	65	-	-	-	-	
5300 CONTRACTUAL SERVICES	912	1,167	-	-	189	-	-	-	-	
5400 OTHER EXPENSES	691	2,078	-	-	150	-	-	-	-	
5700 CAPITAL OUTLAYS	900	59	-	-	-	-	-	-	-	
	\$ 75,228	\$ 94,242	\$ -	\$ -	\$ 26,664	\$ -	\$ -	-	-	

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

	Actual FY2017	Actual 2016	Original Budget Estimate FY2018	Actual to Date 10/31/17	Actual to Date 10/31/16	1Q Reforecast FY2018	Increase (Decrease) From FY17 Original
20215 City Clerk & Elections							
5100 SALARIES & BENEFITS	362,526	302,055	362,576	101,192	105,854	362,576	-
5200 SUPPLIES	52,306	32,917	33,910	14,249	18,825	33,910	-
5300 CONTRACTUAL SERVICES	17,390	23,564	23,430	15,265	6,706	23,430	-
5400 OTHER EXPENSES	4,795	5,864	6,875	3,328	1,733	6,875	-
5700 CAPITAL OUTLAYS	4,448	1,594	2,500	-	2,713	2,500	-
	\$ 441,465	\$ 365,994	\$ 429,291	\$ 134,024	\$ 135,831	\$ 429,291	\$ -
20220 Civil Service							
5100 SALARIES & BENEFITS	-	-	-	-	-	-	-
5200 SUPPLIES	423	-	500	560	424	500	-
5300 CONTRACTUAL SERVICES	104,417	114,436	98,000	35,588	23,340	98,000	-
5400 OTHER EXPENSES	2,751	2,783	2,800	3,930	-	2,800	-
5700 CAPITAL OUTLAYS	-	-	-	-	-	-	-
	\$ 107,591	\$ 117,219	\$ 101,300	\$ 40,078	\$ 23,764	\$ 101,300	\$ -
	\$ 624,284	\$ 577,455	\$ 530,591	\$ 174,112	\$ 186,259	\$ 530,591	\$ -
30202 Finance Administration/EEO Employee Rel							
5100 SALARIES & BENEFITS	495,982	375,411	534,332	140,194	121,695	534,332	-
5200 SUPPLIES	2,855	2,875	3,545	1,148	605	3,545	-
5300 CONTRACTUAL SERVICES	72,232	66,241	67,559	30,979	34,969	67,559	-
5400 OTHER EXPENSES	841	550	1,650	548	423	1,650	-
5700 CAPITAL OUTLAYS	2,313	-	2,360	-	349	2,360	-
	\$ 574,023	\$ 445,077	\$ 609,446	\$ 172,869	\$ 158,041	\$ 609,446	\$ -
30209 Assessing Services							
5100 SALARIES & BENEFITS	1,297	3,245	4,000	122	101	4,000	-
5200 SUPPLIES	-	-	-	-	-	-	-
5300 CONTRACTUAL SERVICES	320,046	291,100	328,000	81,600	80,000	328,000	-
5400 OTHER EXPENSES	-	311	-	-	-	-	-
5700 CAPITAL OUTLAYS	-	-	-	-	-	-	-
	\$ 321,343	\$ 294,656	\$ 332,000	\$ 81,722	\$ 80,101	\$ 332,000	\$ -

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

	Actual FY2017	Actual 2016	Original Budget Estimate FY2018	Actual to Date 10/31/17	Actual to Date 10/31/16	1Q Reforecast FY2018	Increase (Decrease) From FY17 Original
30205 Income Tax Administration							
5100 SALARIES & BENEFITS	241,206	229,730	271,613	75,222	75,159	271,613	-
5200 SUPPLIES	11,210	11,328	10,760	974	1,389	10,760	-
5300 CONTRACTUAL SERVICES	86,531	67,953	70,550	17,155	15,271	70,550	-
5400 OTHER EXPENSES	317	637	1,000	110	82	1,000	-
5700 CAPITAL OUTLAYS	1,392	170	4,000	-	540	4,000	-
	\$ 340,656	\$ 309,818	\$ 357,923	\$ 93,461	\$ 92,441	\$ 357,923	\$ -
30253 City Treasurer							
5100 SALARIES & BENEFITS	393,417	364,615	457,259	100,854	124,867	457,259	-
5200 SUPPLIES	70,071	71,970	81,200	20,895	19,980	81,200	-
5300 CONTRACTUAL SERVICES	94,567	119,861	112,800	16,134	24,621	112,800	-
5400 OTHER EXPENSES	1,176	823	1,000	30	-	1,000	-
5700 CAPITAL OUTLAYS	3,828	1,071	-	-	557	1,000	1,000
	\$ 563,059	\$ 558,340	\$ 652,259	\$ 137,913	\$ 170,025	\$ 653,259	\$ 1,000
30248 Information Systems Administration							
5100 SALARIES & BENEFITS	341,277	356,096	403,408	102,789	116,909	403,408	-
5200 SUPPLIES	3,175	583	5,513	204	1,019	5,513	-
5300 CONTRACTUAL SERVICES	30,199	31,193	34,744	20,884	22,800	34,744	-
5400 OTHER EXPENSES	589	5,124	12,024	6,462	461	12,024	-
5700 CAPITAL OUTLAYS	62,671	66,380	37,894	4,324	7,788	37,894	-
	\$ 437,911	\$ 459,376	\$ 493,583	\$ 134,663	\$ 148,977	\$ 493,583	\$ -
	\$ 2,236,992	\$ 2,067,267	\$ 2,446,211	\$ 620,628	\$ 649,585	\$ 2,446,211	\$ 1,000
60265 City Hall Maintenance							
5100 SALARIES & BENEFITS	36,692	33,042	40,275	11,770	10,405	40,275	-
5200 SUPPLIES	17,196	15,840	17,827	4,213	3,318	17,827	-
5300 CONTRACTUAL SERVICES	173,436	160,963	212,350	39,231	41,581	257,350	45,000
5400 OTHER EXPENSES	-	-	500	-	-	500	-
5700 CAPITAL OUTLAYS	19,812	11,425	5,000	1,932	2,476	5,000	-
	\$ 247,136	\$ 221,270	\$ 276,952	\$ 57,146	\$ 57,780	\$ 320,952	\$ 45,000
	\$ 247,136	\$ 221,270	\$ 276,952	\$ 57,146	\$ 57,780	\$ 320,952	\$ 45,000

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

	Actual FY2017	Actual 2016	Original Budget Estimate FY2018	Actual to Date 10/31/17	Actual to Date 10/31/16	1Q Reforecast FY2018	Increase (Decrease) From FY17 Original
80400 Planning, Zoning and Economic Development							
5100 SALARIES & BENEFITS	398,208	376,323	468,346	79,032	133,905	468,346	-
5200 SUPPLIES	4,354	3,684	7,500	1,772	774	7,500	-
5300 CONTRACTUAL SERVICES	43,820	27,080	137,648	7,301	6,339	137,648	-
5400 OTHER EXPENSES	1,578	3,022	6,000	1,055	1,053	6,000	-
5700 CAPITAL OUTLAYS	18,488	12,156	13,300	6,004	350	13,300	-
	\$ 466,448	\$ 422,267	\$ 632,794	\$ 95,164	\$ 142,421	\$ 632,794	-
	\$ 466,448	\$ 422,267	\$ 632,794	\$ 95,164	\$ 142,421	\$ 632,794	-
Total Business Value Added Activities	\$ 4,376,750	\$	\$ 4,748,409	\$ 1,226,826	\$ 1,276,025	\$ 4,794,409	\$ 46,000
As a Percent of Total General Fund							
Expenditures	16.2%		17.9%	15.9%	17.2%	17.6%	6.1%
III. Fixed Budget Items							
30999 Transfers To Other Funds							
MAJOR STREET FUND	-	-	-	-	-	-	-
LOCAL STREET FUND	-	-	-	-	-	-	-
ENGINEERING	-	-	-	-	-	-	-
SIDEWALK	-	-	-	-	-	-	-
PUBLIC IMPROVEMENT FIRE EQUIPMENT RESERVE	-	-	-	-	-	-	-
ARENA MAINTENANCE	-	-	-	-	-	-	-
STATE GRANTS	-	-	-	-	-	-	-
FARMERS MARKET FUND	50,000	-	5,000	-	-	-	-
L.C. WALKER ARENA FUND	305,000	250,000	235,000	19,583	-	235,000	-
LDFA DEBT SERVICE FUND (SMARTZONE)	275,000	265,000	-	-	68,750	275,000	275,000
DDA DEBT SERVICE FUND	175,000	175,000	170,000	14,167	43,750	170,000	-
PUBLIC IMPROVEMENT FUND	1,000,000	750,000	-	-	-	-	-
COMM DEV BLK GRANT FUND	-	8,164	-	-	-	-	-
ENGINEERING SERVICES FUND	13,000	75,000	15,000	-	-	15,000	-
EQUIPMENT FUND	-	-	-	-	-	10,000	-
GENERAL INSURANCE FUND	\$ 1,818,000	\$ 1,523,164	\$ 425,000	\$ 33,750	\$ 112,500	\$ 710,000	\$ 285,000

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

	Actual FY2017	Actual 2016	Original Budget Estimate FY2018	Actual to Date 10/31/17	Actual to Date 10/31/16	1Q Reforecast FY2018	Increase (Decrease) From FY17 Original
30851 General Insurance	274,472	261,419	274,665	-	-	274,665	\$ -
30906 Debt Retirement	244,262	277,426	236,100	-	81,547	236,100	-
10891 Contingency and Bad Debt Expense	6,585	44,368	100,000	-	-	100,000	-
90000 Major Capital Improvements	371,815	203,258	448,000	26,039	600	448,000	-
91303 PARKS IMPROVEMENTS: PM & BEUKENA	-	-	-	-	-	-	-
91116 ADA COMPLIANCE PROJECT	3,036	291	20,000	-	-	20,000	-
91120 VOIP PHONE SYSTEM	19,400	19,400	-	-	-	-	-
91402 CEMETERY GIS	-	-	-	-	-	-	-
91412 CITY HALL REPLACEMENT WINDOWS	3,591	5,400	-	-	600	-	-
AED LIFE PAK 500	-	-	-	-	-	-	-
L.C. WALKER ARENA LOCKER ROOM IMPROVEMENTS	-	-	-	-	-	-	-
STREET LIGHTS CONVERSION TO LED, CITY OWNED	-	-	-	-	-	-	-
CITY HALL BLDG WASH / SEAL	-	-	-	-	-	-	-
STREET LIGHTS CONVERSION TO LED, CONSUMERS	-	-	270,000	-	-	270,000	-
LED SIGN AT FARMERS MARKET	-	-	-	-	-	-	-
REPAIRS TO BOARDWALK @ KRUSE PARK	-	22,843	-	-	-	-	-
MARSH FIELD, BLEACHER UPGRADES, ETC.	-	23,256	-	-	-	-	-
JAG GRANT	-	-	-	-	-	-	-
LED CONVERSION DOWNTOWN	270,000	114,705	-	-	-	-	-
PARKING LOT AT JEFFERSON & WESTERN	10,351	-	-	1,033	-	-	-
PARKS RESERVATION SYSTEM	13,200	-	8,000	-	-	8,000	-
MCGRAFT PARK, PARKING LOT	-	-	65,000	-	-	65,000	-
GIS FOR LAKEVIEW CEMETERY	-	-	35,000	-	-	35,000	-
ROOF REPAIRS AT LC WALKER ARENA	19,700	-	-	1,590	-	-	-
PHONE SYSTEM UPGRADE	23,508	-	-	13,360	-	-	-
IRRIGATION SYSTEMS, CITY HALL AND OTHER LOCATIONS	-	-	40,000	-	-	40,000	-
CENTRAL STATION UPGRADES-HVAC	-	-	10,000	-	-	10,000	-
DOJ JAG GRANT MUSKEGON HEIGHTS	9,029	17,363	-	10,056	-	-	-
Total Fixed-Budget Items	\$ 2,715,134	\$ 2,309,655	\$ 1,483,765	\$ 59,789	\$ 194,647	\$ 1,768,765	\$ 285,000
As a Percent of Total General Fund	10.0%	5.6%	0.8%	2.6%	6.5%	37.7%	
Expenditures							
Total General Fund	\$ 27,025,482	\$ 26,488,104	\$ 7,710,062	\$ 7,421,322	\$ 27,262,104	\$ 756,000	

Recap: Total General Fund By Line Item Expenditure Classification

5100 Salaries & Benefits	\$ 15,180,412	\$ 14,717,883	\$ 15,990,053	\$ 4,582,472	\$ 4,660,678	\$ 15,990,053	\$ -
5200 Operating Supplies	609,255	555,324	510,685	160,077	174,953	510,685	-
5300 Contractual Services	8,485,462	7,818,228	8,599,463	2,840,435	2,349,263	9,087,493	498,000
5400 Other Expenses	70,369	109,966	168,249	39,446	17,237	168,249	-
5700 Capital Outlays	617,722	381,075	556,554	53,882	25,212	559,554	1,000
5900 All Other Financing Uses	2,082,262	2,035,590	661,100	33,750	194,047	946,100	285,000
Total General Fund	\$ 27,025,482	\$ 26,618,066	\$ 26,488,104	\$ 7,710,062	\$ 7,421,390	\$ 27,262,104	\$ 784,000

City of Muskegon									
Quarterly Budget Reforecast and FY 2017-18 Proposed Budget									
		Responsibility	2017-18 Budgeted Projects (including Carryover Amounts From Prior FY)	2017-18 Budgeted Projects (including Carryover Amounts From Prior FY) 1st Qtr Reforecast	2017-18 Estimated Project Grant Revenue	2017-18 Estimated Project Grant Revenue 1st Qtr Reforecast	Grant Year	Comments	
BUDGETED MAJOR CAPITAL PROJECTS									
101	General Fund								
	ADA Compliance, Various Locations	Mikesell	20,000	20,000				Federal agreement	
	Street Lights Conversion to LED, Consumers	Mikesell	270,000	270,000				partial payment to convert lights to LED	
	Parks Reservation System	Mikesell	8,000	8,000	-	-		new system to enhance customer service, final payment and work to be completed FY17/18	
	McGraft Park, Parking Lot	Mikesell	65,000	65,000	-	-		milling resurfacing main parking lot	
	GIS for Lakeside Cemetery	Mikesell	35,000	35,000	-	-		convert paper records to GIS	
	Irrigation systems, City Hall and possible other locations such as bike trails	Mikesell	40,000	40,000	-	-			
	Central Station Upgrades-HVAC @ Central Dispatch	J. Lewis	10,000	10,000	-	-			
91703	Roof Repairs at L C Walker Arena	Mikesell	-	-	-	-			
91704	City Hall bldg wash / seal	Mikesell	-	-	-	-			
			448,000	448,000	-	-			
202	Major Streets								
	Musketawa Trail Connection (Keating to Black Creek)	Mikesell	205,000	205,000	205,000	205,000	FY18	(federal grant)- carryover from 15/16 - FY16/17 only for design	
91413	Laketon Ave, Nevada to Lakeshore Dr.	Mikesell	-	-	-	-		continuation from 15/16, grant money of \$400,000 accounted for in 15/16, match from bonds	
	Laketon Ave, Getty to Creston	Mikesell	2,250,000	2,250,000	1,150,000	1,150,000	FY17	\$750,000 STP grant and \$400,000 from HFP local match from bonds	
	GlenSIDE, Sherman to Glen	Mikesell	-	-				mill and resurfacing using bonds	
	Hackley, Seaway to Park; joint project with MHTS	Mikesell	70,000	70,000				City's share to Muskegon Heights	
	Black Creek, Sherman to Lalimer	Mikesell	290,000	290,000	220,000	220,000	FY18	milling resurfacing using TIP funds	
91605	Traffic studies - Black Creek @ Olthoff signal	Mikesell	-	-	-	-			
	Traffic Signal @ Black Creek & Olthoff	Mikesell	100,000	100,000	80,000	80,000	FY18	new signal using CMAQ funds	
	Harris, Sherman to Sundolphin	Mikesell	135,000	135,000	-	-		milling and resurfacing	
			3,050,000	3,050,000	1,655,000	1,655,000			
203	Local Streets								
91502	Monroe, 5th to 4th	Mikesell	-	-	-	-		continuation from 15/16, Street portion of WM replacement	
91609	Hardford/Diana/Pine	Mikesell	100,000	100,000	35,000	35,000		CDBG funding for FY2016-17, as part of WMM upgrades	
			100,000	100,000	35,000	35,000			

City of Muskegon								
Quarterly Budget Reforecast and FY 2017-18 Proposed Budget								
		Responsibility	2017-18 Budgeted Projects (Including Carryover Amounts From Prior FY)	2017-18 Budgeted Projects (Including Carryover Amounts From Prior FY) 1st Qtr Reforecast	2017-18 Estimated Project Grant Revenue	2017-18 Estimated Project Grant Revenue 1st Qtr Reforecast	Grant Year	Comments
BUDGETED MAJOR CAPITAL PROJECTS								
254	L C Walker Arena Fund							
	Arena Concessions Point of Sale System	Peterson	-	-	-			
			-	-	-			
264	Criminal Forfeiture Fund							
	Pole Cameras	J. Lewis	14,500	14,500	-	-		
	Computer replacement - Police - 40 PCs	J. Lewis	32,000	32,000	-	-		
			46,500	46,500	-	-		
404	Public Improvement Fund							
	Playground Equipment at P.M.	Mikesell	367,800	367,800	220,700	220,700	FY18	if grant is awarded, Decision was made by Commission to hold off and apply for grant
	Neighborhood Housing Program	Peterson	20,000	20,000	-	-		continued maintenance
	City Hall upgrades, carpet, furniture - First Floor	Mikesell	100,000	100,000				
	L.C. Walker Arena general work (heating/cooling/structure)	Peterson	250,000	250,000	-	-		
	Arena Annex Capital Improvements & HVAC	Peterson	-	-	-	-		
	Parking lot - N.W. corner of Jefferson/Clay	Mikesell	200,000	200,000	-	-		
	Fire Department, AFG Equipment	J. Lewis	70,000	-	7,000	-	FY17	if grant is received - Grant not received
	Fire Department Equipment	J. Lewis	-	-	-	-		Life Pak & standalone AED generator
	Commercial/Industrial Demolitions	J. Lewis	150,000	150,000	-	-		Pak St Storage
	Hydraulic Rescue Rams	J. Lewis	17,600	17,600	-	-		
	Fire Department - Gear (Air Rescue Boat)	J. Lewis	-	-	-	-		Four Season Air Craft, reduced the amount used for different equipment in 15/16
			1,175,400	1,105,400	227,700	220,700		
482	State Grants Fund							
	MDEQ Smokestack Grant for Windward Pointe Brownfield Redevelopment	Mikesell	1,000,000	1,000,000	1,000,000	1,000,000	FY18	for stacks/asbestos abatement & demo
	site assessment	Mikesell	-	-	-	-	FY15	grant from US Environmental # 00E01538
	EPA/Brownfield Grant	Mikesell	236,545	236,545	236,545	236,545	FY17	
	EPA Green Infrastructure thru WMSRDC	Mikesell	-	-	-	-	FY17	WMSRDC's SAW Grant
	Imagine Muskegon Lake	Mikesell	20,000	20,000	-	-	FY17	grant:\$20,000 from MEDC, \$10,000 from Foundation, \$1,000 from McKee

City of Muskegon							
Quarterly Budget Reforecast and FY 2017-18 Proposed Budget							
	Responsibility	2017-18 Budgeted Projects (including Carryover Amounts From Prior FY)	2017-18 Budgeted Projects (including Carryover Amounts From Prior FY) 1st Qtr Reforecast	2017-18 Estimated Project Grant Revenue	2017-18 Estimated Project Grant Revenue 1st Qtr Reforecast	Grant Year	Comments
BUDGETED MAJOR CAPITAL PROJECTS							
590	Sewer	1,256,545	1,256,545	1,236,545	1,236,545		
	Sewer Rehabilitation Project (Various Projects)	Mikesell	-	225,000	-		various sewer major repairs/emergencies, use this fund for S-2 project
91609	Hartford/Diana/Pine	Mikesell	80,000	127,000	-	-	
91413	Laketon Ave. Nevada to Lakeshore Dr.	Mikesell	-	-	-	-	
	Lift Stations repairs/upgrades	Mikesell	25,000	25,000	-	-	repairs to Apple Ave./Industrial/Harbour Town Stations
	SAW Grant	Mikesell	-	-	-	-	carry over from 14/15
			105,000	377,000	-	-	
591	Water						
	SCAD Migration Project PLC	Mikesell	250,000	600,000	-	-	instrumentation upgrade, continuation from 15/16
	Harvey Pump Repair, # 2	Mikesell	65,000	65,000	-	-	repair of second pump.
	Repair & add membrane to 2 of 4 clear wells @ plant	Mikesell	250,000	-	-	-	
	Repair switch gear for HSP	Mikesell	-	-	-	-	as per Filtration Plant Superintendent's request
	Develop Asset Management plan	Mikesell	25,000	35,000	-	-	50-50 between distribution & treatment
	Replace High Service Valve @ filtration	Mikesell	-	-	-	-	
	Repair & add membrane to 2 of 4 cells/reservoirs @ Harvey	Mikesell	120,000	70,000	-	-	
	Distribution Reliability Study	Mikesell	-	-	-	-	continuation
	Laketon, Nevada to Lakeshore Dr.	Mikesell	-	-	-	-	increased allocated WM
	Laketon, Getty to Creston	Mikesell	60,000	60,000	-	-	
91609	Hartford/Diana/Pine	Mikesell	140,000	223,000	-	-	Water Main Replacements, Various Locations & 2" & 4"
	Building repairs - Filtration	Mikesell	150,000	100,000	-	-	Carryover from last year
	Harvey sump and drains repair	Mikesell	45,000	45,000	-	-	Replace rotted hangers and drain lines
	Vehicle Base Reading Unit - Distribution	Mikesell	27,000	27,000	-	-	per distribution staff
	Monroe, 5th to 4th	Mikesell	-	-	-	-	continuation from 16, only \$22,000 in 17
	GIS Update and Maintenance	Mikesell	20,000	20,000	-	-	County licensing & map maintenance
			1,152,000	1,246,000	-	-	
594	Marina						

City of Muskegon								
Quarterly Budget Reforecast and FY 2017-18 Proposed Budget								
		Responsibility	2017-18 Budgeted Projects (Including Carryover Amounts From Prior FY)	2017-18 Budgeted Projects (Including Carryover Amounts From Prior FY) 1st Qtr Reforecast	2017-18 Estimated Project Grant Revenue	2017-18 Estimated Project Grant Revenue 1st Qtr Reforecast	Grant Year	Comments
BUDGETED MAJOR CAPITAL PROJECTS								
	Docks & Building Improvements (office, bathroom)	Mikesell	70,000	70,000	35,000	35,000	FY18	only engineering in 2018
			70,000	70,000	35,000	35,000		
642	PSB							
	PSB Improvements, including possible Eng. Evaluation of building	Mikesell	45,000	45,000	-	-		
			45,000	45,000	-	-		
643	Engineering Services							
	Intergovernmental Engineering Work	Mikesell	-	-	-	-		
			-	-	-	-		
661	Equipment Fund							
	Non-Vehicular Equipment							
1	Spreader, parks	Mikesell	-	-	-	-		added, will be used for spreading fertilizer
1	Baech Cleaner	Mikesell	-	-	-	-		replaces old machine
1	Leaf Sucker	Mikesell	28,000	28,000	-	-		price was much higher than anticipated at original budget time
1	Fuel System upgrade @ DPW	Mikesell	-	-	-	-		price was much higher than anticipated at original budget time
2	Salt Boxes	Mikesell	-	-	-	-		replaces old Larson boxes
	various small equipment	Mikesell	10,000	10,000	-	-		
1	Riding Mower/ Snow Blower	Mikesell	20,000	32,000	-	-		Cemetery & Downtown BID
			58,000	70,000	-	-		
5746	Communications Equipment:							
	various items to outfit new cruisers	Mikesell	30,000	30,000	-	-		
			30,000	30,000	-	-		
5730	Vehicles:							
3	Police Cruisers / Tahoes	Mikesell	105,000	105,000	-	-		Includes police package outfitting
2	Detective cars	Mikesell	-	-	-	-		
1	Detective cars	Mikesell	28,000	28,000	-	-		

City of Muskegon								
Quarterly Budget Reforecast and FY 2017-18 Proposed Budget								
		Responsibility	2017-18 Budgeted Projects (including Carryover Amounts From Prior FY)	2017-18 Budgeted Projects (including Carryover Amounts From Prior FY) 1st Qtr Reforecast	2017-18 Estimated Project Grant Revenue	2017-18 Estimated Project Grant Revenue 1st Qtr Reforecast	Grant Year	Comments
BUDGETED MAJOR CAPITAL PROJECTS								
1	Tahoe Police Cruiser	Mikesell	30,000	38,000	-	-		
2	3/4 ton trucks - fire department- 4x4	Mikesell	-	-	-	-		
1	1/2 ton pickup Truck	Mikesell		35,000				New supervisor vehicle
1	3/4 ton truck for DPW- 2x4	Mikesell	-	-	-	-		
1	Beach Tracker	Mikesell	60,000	60,000	-	-		
1	backhoe	Mikesell	-	-	-	-		carry over
2	Plow Truck	Mikesell	-	-	-	-		one carry over and one for this year, approval by commission was issued but truck will not be paid for
			223,000	266,000	-	-		
	Total Equipment Fund		311,000	366,000	-	-		
			\$ 7,712,945	\$ 8,062,945	\$ 3,189,245	\$ 3,182,245		

City of Muskegon

Annual Budget & Quarterly Budget Reforecast - Other Funds

		Actual 2017		Actual 2016		Original Budget FY2018		Actual 10/31/2017		Actual 10/31/2016		1st Qtr Reforecast FY2018		Increase (Decrease) From FY17 Reforecast		Comments	
202 Major Streets and State Trunklines Fund																	
Available Fund Balance - BOY		\$	2,252,721	\$	1,615,274	\$	1,829,177	\$	1,829,177	\$	1,615,274	\$	1,829,177	\$	-		
Means of Financing																	
Special assessments	\$	33,852	\$	50,000	\$	25,000	\$	-	\$	25,000	\$	-	-	-	-		
Federal & state grants		400,000		1,385,000		1,655,000		-		1,655,000		-	-	-	-		
State shared revenue		2,989,701		2,800,000		3,420,751		660,845		491,580		3,420,751	-	-	-		
Interest income		11,238		9,100		6,000		2,035		3,180		6,000	-	-	-		
Operating transfers in		-		-		-		-		-		-	-	-	-		
Bond Proceeds		-		1,650,000		-		-		-		-	-	-	-		
Other		90,231		29,777		71,000		16,512		10,216		71,000	-	-	-		
	\$	3,525,022	\$	5,923,877	\$	5,177,751	\$	679,392	\$	504,976	\$	5,177,751	\$	-	-		
Operating Expenditures																	
Salaries & Benefits	\$	508,811	\$	805,532	\$	1,012,870	\$	163,483	\$	142,013	\$	1,012,870	\$	-	-		
Operating Supplies		267,330		271,000		271,000		65,286		54,532		271,000	-	-	-		
Contractual Services		740,997		1,000,000		1,000,000		247,628		235,741		1,000,000	-	-	-		
Other Expenses		1,145		2,000		2,000		1,208		260		2,000	-	-	-		
Capital Outlays		-		-		-		-		-		-	-	-	-		
Other Financing Uses		680,450		681,000		500,000		216,373		214,344		500,000	-	-	-		
	\$	2,198,733	\$	2,759,532	\$	2,785,870	\$	693,978	\$	646,890	\$	2,785,870	\$	-	-		
Project Expenditures																	
Operating Supplies	\$	-	\$	-		\$	-	-		\$	-	\$	-	-	-		
Contractual Services		1,749,833		3,400,000		3,050,000		168,836		646,784		3,050,000	-	-	-		
Capital Outlays		-		-		-		-		-		-	-	-	-		
	\$	1,749,833	\$	3,400,000	\$	3,050,000	\$	168,836	\$	646,784	\$	3,050,000	\$	-	-		
	\$	3,948,566	\$	6,159,532	\$	5,835,870	\$	862,814	\$	1,293,674	\$	5,835,870	\$	-	-		
	\$	1,829,177	\$	1,379,619	\$	1,171,058	\$	1,645,755	\$	826,576	\$	1,171,058	\$	-	-		

City of Muskegon
Annual Budget & Quarterly Budget Reforecast - Other Funds

	Actual 2017	Actual 2016	Original Budget FY2018	Actual 10/31/2017	Actual 10/31/2016	1st Qtr Reforecast FY2018	Increase (Decrease) From FY17 Reforecast	Comments
203 Local Streets Fund								
Available Fund Balance - BOY	\$ 235,692	\$ 706,676	\$ 356,811	\$ 356,811	\$	\$ 356,811	\$ -	
Means of Financing								
Special assessments	\$ 17,756	\$ 25,607	\$ 12,500	\$ -	\$	\$ 12,500	\$ -	
Federal & state grants	-	-	35,000	-		35,000	-	CDBG Funding
Metro act fees	159,494	163,341	150,000	-		150,000	-	
State shared revenue	822,801	714,570	889,315	171,115	125,070	889,315	-	
Interest income	2,986	7,366	1,200	791	767	1,200	-	
Operating transfers in	450,000	-	271,000	-		271,000	-	(FY2018: \$271K from MSF)
Other	15,977	18,368	8,000	68	5,313	8,000	-	
	\$ 1,469,014	\$ 929,252	\$ 1,367,015	\$ 171,974	\$ 131,150	\$ 1,367,015	\$ -	
60900 Operating Expenditures								
5100 Salaries & Benefits	\$ 580,928	\$ 545,553	\$ 640,885	\$ 166,818	\$ 165,200	\$ 640,885	\$ -	
5200 Operating Supplies	78,181	121,994	140,000	26,645	28,185	140,000	-	
5300 Contractual Services	673,439	676,602	700,000	215,928	233,063	700,000	-	
5400 Other Expenses	1,312	661	1,000	-		1,000	-	
5700 Capital Outlays	-	-	-	-		-	-	
5900 Other Financing Uses	-	-	-	-		-	-	
	\$ 1,333,860	\$ 1,344,810	\$ 1,481,885	\$ 409,391	\$ 426,448	\$ 1,481,885	\$ -	
90000 Project Expenditures								
5200 Operating Supplies	\$ -	\$ -	\$ -	\$ -	\$	\$ -	\$ -	
5300 Contractual Services	14,036	55,426	100,000	38,127	14,035	100,000	-	
	\$ 14,035	\$ 55,426	\$ 100,000	\$ 38,127	\$ 14,035	\$ 100,000	\$ -	
	\$ 1,347,895	\$ 1,400,236	\$ 1,581,885	\$ 447,518	\$ 440,483	\$ 1,581,885	\$ -	
Available Fund Balance - EOY	\$ 356,811	\$ 235,692	\$ 141,941	\$ 81,267	\$ (309,333)	\$ 141,941	\$ -	

City of Muskegon

Annual Budget & Quarterly Budget Reforecast - Other Funds

Actual 2017	Actual 2016	Original Budget FY2018	Actual 10/31/2017	Actual 10/31/2016	1st Qtr Reforecast FY2018	Increase (Decrease) From FY17 Reforecast	Comments
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257 Budget Stabilization Fund

Available Fund Balance - BOY	\$	1,700,000	\$	1,700,000	\$	1,700,000	\$	1,700,000	\$	-	
Means of Financing											
Special assessments	\$	-	\$	-	\$	-	\$	-	\$	-	
Federal & state grants		-		-		-		-		-	
State shared revenue		-		-		-		-		-	
Charges for services		-		-		-		-		-	
Interest income		-		-		-		-		-	
Operating transfers in - General Fund		-		-		-		-		-	
Operating transfers in - TIFA Fund		-		-		-		-		-	
Operating transfers in - Insurance Fund		-		-		-		-		-	
Other	\$	-	\$	-	\$	-	\$	-	\$	-	
Operating Expenditures											
Salaries & Benefits	\$	-	\$	-	\$	-	\$	-	\$	-	
Operating Supplies		-		-		-		-		-	
Contractual Services		-		-		-		-		-	
Other Expenses		-		-		-		-		-	
Capital Outlays		-		-		-		-		-	
Other Financing Uses	\$	-	\$	-	\$	-	\$	-	\$	-	
Project Expenditures											
Operating Supplies	\$	-	\$	-	\$	-	\$	-	\$	-	
Contractual Services	\$	-	\$	-	\$	-	\$	-	\$	-	
Available Fund Balance - EOY	\$	1,700,000	\$	1,700,000	\$	1,700,000	\$	1,700,000	\$	1,700,000	-

City of Muskegon

Annual Budget & Quarterly Budget Reforecast - Other Funds

	Actual 2017	Actual 2016	Original Budget FY2018	Actual 10/31/2017	Actual 10/31/2016	1st Qtr Reforecast FY2018	Increase (Decrease) From FY17 Reforecast	Comments
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252 Farmers Market & Kitchen 242

Available Fund Balance - BOY	\$	- \$	- \$	16,224 \$	16,224 \$	- \$	- \$	-
Means of Financing								
Federal and State Grants	\$	147,448 \$	- \$	- \$	- \$	-	78,820 \$	78,820
Flea Market at Farmers Market		23,642	-	20,000	11,709	10,661	20,000	-
Farmers Market Income		60,211	-	75,000	49,203	36,683	75,000	-
Kitchen 242 Rental		14,634	-	37,444	10,226	1,358	37,444	-
Farmers Market Event Rental		1,500	-	7,000	(400)	250	7,000	-
Farmers Market EBT Fees		2,662	-	2,500	2,560	1,616	2,500	-
Promotional Products		1,807	-	4,000	922	-	4,000	-
Furnishing Revenue		24,386	-	25,000	19,083	16,278	25,000	-
Operating transfers in - General Fund		50,000	-	5,000	-	5,000	5,000	-
Other		12,198	-	500	24,057	500	500	-
	\$	338,488 \$	- \$	176,444 \$	117,360 \$	66,846 \$	255,264 \$	78,820

70863 Operating Expenditures								
5100 Salaries & Benefits	\$	22,901 \$	- \$	15,000 \$	4,019 \$	13,547 \$	41,000 \$	26,000
5200 Operating Supplies		7,918	-	17,900	280	3,719	17,900	-
5300 Contractual Services		138,035	-	149,900	73,047	40,920	138,400	(11,500)
5400 Other Expenses		2,564	-	2,000	120	43	2,000	-
5700 Capital Outlays		124,579	-	3,000	67,026	1,376	3,000	-
5900 Other Financing Uses		-	-	-	-	-	-	-
	\$	293,997 \$	- \$	187,800 \$	144,492 \$	59,605 \$	202,300 \$	14,500

70867 Operating Expenditures - FDA Grant								
5100 Salaries & Benefits	\$	3,863 \$	- \$	- \$	-	\$	- \$	-
5200 Operating Supplies		-	-	-	-	-	-	-
5300 Contractual Services		22,404	-	-	20,591	960	-	-
5700 Capital Outlays		-	-	-	-	-	-	-
	\$	26,267 \$	- \$	- \$	20,591 \$	960 \$	- \$	-

90000 Project Expenditures								
5200 Operating Supplies	\$	- \$	- \$	- \$	-	\$	- \$	-
5300 Contractual Services		-	-	-	-	-	-	-
	\$	- \$	- \$	- \$	-	\$	- \$	-
	\$	322,264 \$	- \$	187,800 \$	166,083 \$	60,665 \$	202,300 \$	14,500
Available Fund Balance - EOY	\$	16,224 \$	- \$	4,868 \$	(31,499) \$	6,281 \$	52,964 \$	64,320

City of Muskegon
Annual Budget & Quarterly Budget Reforecast - Other Funds

	Actual 2017	Actual 2016	Original Budget FY2018	Actual 10/31/2017	Actual 10/31/2016	1st Qtr Reforecast FY2018	Increase (Decrease) From FY17 Reforecast	Comments
254 L C Walker Arena								
Available Fund Balance - BOY	\$ 247,028	\$ 5,532	\$ 242,528	\$ 123,320	\$ -	\$ 242,528	\$ -	
Means of Financing								
Parking Lot Rental	\$ 29,798	\$ 17,493	\$ 22,000	\$ 2,035	\$ 1,370	\$ 22,000	\$ -	
Rent	172,641	53,761	109,000	1,000	31,700	109,000	-	
Arena Event Revenue	194,149	170,549	210,000	2,700	53,787	210,000	-	
Shop Rental	1,800	2,400	3,500	-	-	3,500	-	
Concessions Non Alcoholic	247,612	237,692	290,000	18,238	21,297	290,000	-	
Alcoholic Beverage	183,682	136,153	168,000	10,516	24,583	168,000	-	
Ice Hockey Rental	161,245	144,978	185,000	30,735	14,660	185,000	-	
Operating transfers in - General Fund/Cap	306,000	764,832	235,000	-	-	235,000	-	
Bond Proceeds	-	-	-	-	-	-	-	
Other	133,325	155,048	10,000	7,953	23,301	10,000	-	
	\$ 1,429,252	\$ 1,682,906	\$ 1,232,500	\$ 73,177	\$ 170,698	\$ 1,232,500	\$ -	
Operating Expenditures								
Salaries & Benefits	\$ -	\$ -	\$ -	\$ 37,624	\$ 29,423	\$ -	\$ -	
Operating Supplies	189,641	172,306	170,000	37,624	29,423	170,000	-	
Contractual Services	1,192,391	1,069,316	962,000	204,534	257,256	962,000	-	
Other Expenses	-	-	-	-	-	-	-	
Capital Outlays	101,401	150,956	50,000	163,849	49,699	50,000	-	
Other Financing Uses	-	-	-	-	-	-	-	
	\$ 1,483,433	\$ 1,392,578	\$ 1,182,000	\$ 443,631	\$ 365,801	\$ 1,182,000	\$ -	
Project Expenditures								
Operating Supplies	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Contractual Services	69,527	43,300	-	-	-	-	-	
	\$ 69,527	\$ 43,300	\$ -	\$ -	\$ -	\$ -	\$ -	
	\$ 1,552,960	\$ 1,435,878	\$ 1,182,000	\$ 443,631	\$ 365,801	\$ 1,182,000	\$ -	
Available Fund Balance - EOY	\$ 123,320	\$ 252,560	\$ 293,028	\$ (247,134)	\$ (195,103)	\$ 293,028	\$ -	

City of Muskegon
Annual Budget & Quarterly Budget Reforecast - Other Funds

Actual 2017	Actual 2016	Original Budget FY2018	Actual 10/31/2017	Actual 10/31/2016	1st Qtr Reforecast FY2018	Increase (Decrease) From FY17 Reforecast	Comments
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285 Tree Replacement Fund

Available Fund Balance - BOY	\$	1,071	\$	1,362	\$	1,349	\$	1,349	\$	1,362	\$	1,277	\$	-	
Means of Financing															
Special assessments	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	
Federal & state grants		1,302		1,590		-		-		-		-		-	
State shared revenue		-		-		-		-		-		-		-	
Charges for services		-		-		-		-		-		-		-	
Interest income		5		9		-		-		2		4		5,000	
Operating transfers in - General Fund		-		-		-		-		-		-		-	
Operating transfers in - TIFA Fund		-		-		-		-		-		-		-	
Operating transfers in - Insurance Fund		-		-		-		-		-		-		-	
Other		2,500		-		-		-		-		-		-	
	\$	3,807	\$	1,599	\$	-	\$	2	\$	4	\$	5,000	\$	5,000	
Operating Expenditures															
Salaries & Benefits	\$	680	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	
Operating Supplies		2,378		1,890		-		74		-		-		-	
Contractual Services		471		-		-		-		-		-		-	
Other Expenses		-		-		-		-		-		-		-	
Capital Outlays		-		-		-		-		-		-		-	
Other Financing Uses		-		-		-		-		-		-		-	
	\$	3,529	\$	1,890	\$	-	\$	74	\$	-	\$	-	\$	-	
Project Expenditures															
Operating Supplies	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	
Contractual Services		-		-		-		-		-		-		-	
	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	
	\$	3,529	\$	1,890	\$	-	\$	74	\$	-	\$	-	\$	-	
Available Fund Balance - EOY	\$	1,349	\$	1,071	\$	1,349	\$	1,277	\$	1,366	\$	6,277	\$	5,000	

City of Muskegon

Annual Budget & Quarterly Budget Reforecast - Other Funds

Actual 2017	Actual 2016	Original Budget FY2018	Actual 10/31/2017	Actual 10/31/2016	1st Qtr Reforecast FY2018	Increase (Decrease) From FY17 Reforecast	Comments
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295 Brownfield Redevelopment Authority (Betten Project)

Available Fund Balance - BOY	\$ (1,293,783)	\$ (1,280,833)	\$ (1,325,966)	\$ (1,325,966)	\$ (1,280,833)	\$ (1,343,864)	\$ -
Means of Financing							
Property taxes	\$ 131,258	\$ 130,985	\$ 131,000	\$ -	\$ 131,000	\$ -	-
Federal & state grants	6,401	-	-	-	-	-	-
State shared revenue	-	-	-	-	-	-	-
Charges for services	-	-	-	-	-	-	-
Interest income	81	273	300	14	52	300	-
Operating transfers in - General Fund	-	-	-	-	-	-	-
Operating transfers in - TIFA Fund	-	-	-	-	-	-	-
Operating transfers in - Insurance Fund	-	-	-	-	-	-	-
Other	5,570	5,570	6,400	-	-	6,400	-
	\$ 143,310	\$ 136,828	\$ 137,700	\$ 14	\$ 52	\$ 137,700	\$ -
70808 Operating Expenditures							
5100 Salaries & Benefits	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
5200 Operating Supplies	-	-	-	-	-	-	-
5300 Contractual Services	17,912	19,843	-	-	-	-	-
5400 Other Expenses	-	-	-	-	-	-	-
5700 Capital Outlays	-	-	-	-	-	-	-
5900 Other Financing Uses	157,581	157,581	158,000	17,912	19,843	158,000	-
	\$ 175,493	\$ 177,424	\$ 158,000	\$ 17,912	\$ 19,843	\$ 158,000	\$ -
90000 Project Expenditures							
5200 Operating Supplies	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
5300 Contractual Services	-	-	-	-	-	-	-
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
	\$ 175,493	\$ 177,424	\$ 158,000	\$ 17,912	\$ 19,843	\$ 158,000	\$ -
Available Fund Balance - EOY	\$ (1,325,966)	\$ (1,321,429)	\$ (1,346,266)	\$ (1,343,864)	\$ (1,300,624)	\$ (1,364,164)	\$ -

City of Muskegon

Annual Budget & Quarterly Budget Reforecast - Other Funds

	Actual 2017	Actual 2016	Original Budget FY2018	Actual 10/31/2017	Actual 10/31/2016	1st Qtr Reforecast FY2018	Increase (Decrease) From FY17 Reforecast	Comments
296 Brownfield Redevelopment Authority (Mall Area Project)								
Available Fund Balance - BOY	\$ 17,967	\$ 110	\$ 1,213	\$ 1,213	\$ 17,967	\$ 1,214	\$ -	

Means of Financing								
Property taxes	\$ 164,982	\$ 160,414	\$ 164,000	\$ -	\$ -	\$ 164,000	\$ -	
Federal & state grants	754	-	-	-	-	-	-	
State shared revenue	-	-	-	-	-	-	-	
Charges for services	-	-	-	-	-	-	-	
Interest income	126	154	-	1	30	-	-	
Operating transfers in - General Fund	-	-	-	-	-	-	-	
Operating transfers in - TIFA Fund	-	-	-	-	-	-	-	
Operating transfers in - Insurance Fund	-	-	-	-	-	-	-	
Other	34	34	-	-	-	750	-	

	\$ 165,896	\$ 160,602	\$ 164,000	\$ 1	\$ 30	\$ 164,750	\$ -	
70805 Operating Expenditures								
5100 Salaries & Benefits	\$ -	\$ -	\$ -	-	\$ -	\$ -	-	
5200 Operating Supplies	-	-	-	-	-	-	-	
5300 Contractual Services	-	(10,255)	-	-	-	-	-	
5400 Other Expenses	-	-	-	-	-	-	-	
5700 Capital Outlays	-	-	-	-	-	-	-	
5800 Other Financing Uses	182,650	153,000	164,817	-	-	164,817	-	
	\$ 182,650	\$ 142,745	\$ 164,817	\$ -	\$ -	\$ 164,817	\$ -	
90000 Project Expenditures								
5200 Operating Supplies	\$ -	\$ -	\$ -	-	\$ -	\$ -	-	
5300 Contractual Services	-	-	-	-	-	-	-	
	\$ -	\$ -	\$ -	-	\$ -	\$ -	-	
	\$ 182,650	\$ 142,745	\$ 164,817	\$ -	\$ -	\$ 164,817	\$ -	
Available Fund Balance - EOY	\$ 1,213	\$ 17,967	\$ 396	\$ 1,214	\$ 17,997	\$ 1,147	\$ -	

City of Muskegon

Annual Budget & Quarterly Budget Reforecast - Other Funds

Actual 2017	Actual 2016	Original Budget FY2018	Actual 10/31/2017	Actual 10/31/2016	1st Qtr Reforecast FY2018	Increase (Decrease) From FY17 Reforecast	Comments
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298 Brownfield Redevelopment Authority (Terrace Point Landing)

Available Fund Balance - BOY	\$	- \$	- \$	1,667 \$	1,667	\$	1,667 \$	-	
Means of Financing									
Property taxes	\$	27,815 \$	- \$	32,000 \$	28,000	\$	60,000 \$	-	
Federal & state grants		-	-	-	-		-	-	
State shared revenue		-	-	-	-		-	-	
Charges for services		-	-	-	-		-	-	
Interest income		-	-	-	-		-	-	
Operating transfers in - General Fund		-	-	-	-		-	-	
Operating transfers in - TIFA Fund		-	-	-	-		-	-	
Operating transfers in - Insurance Fund		-	-	-	-		-	-	
Other	\$	27,815 \$	- \$	32,000 \$	28,000 \$	- \$	60,000 \$	-	
Operating Expenditures									
Salaries & Benefits	\$	- \$	- \$	- \$	-	\$	- \$	-	
Operating Supplies		-	-	-	-		-	-	
Contractual Services		26,148	-	32,000	-		-	-	
Other Expenses		-	-	-	-		-	-	
Capital Outlays		-	-	-	-		-	-	
Other Financing Uses	\$	26,148 \$	- \$	32,000 \$	28,000 \$	- \$	60,000 \$	-	
Project Expenditures									
Operating Supplies	\$	- \$	- \$	- \$	-	\$	- \$	-	
Contractual Services	\$	- \$	- \$	- \$	-	\$	- \$	-	
Available Fund Balance - EOY	\$	1,667 \$	- \$	1,667 \$	1,667 \$	- \$	1,667 \$	-	

City of Muskegon

Annual Budget & Quarterly Budget Reforecast - Other Funds

Actual 2017	Actual 2016	Original Budget FY2018	Actual 10/31/2017	Actual 10/31/2016	1st Qtr Reforecast FY2018	Increase (Decrease) From FY17 Reforecast	Comments
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290 Local Development Finance Authority III Fund - Harbor 31 Business Park (Smartzone)

Available Fund Balance - BOY	\$ 21,940	\$ 33,521	\$ 224,109	\$ 224,109	\$ 21,030	\$ 224,190	\$ -	
Means of Financing								
Property taxes	\$ 96,282	\$ 96,282	\$ 96,000	\$ -	\$ -	\$ 96,000	\$ -	
Special assessment	-	-	-	-	-	-	-	
Federal & state grants	-	-	-	-	-	-	-	
State shared revenue	-	-	-	-	-	-	-	
Charges for services	-	-	-	-	-	-	-	
Interest income	55	87	100	26	55	100	-	
Operating transfers in - General Fund	275,000	265,000	-	-	91,667	-	-	
Other	77,998	75,000	2,990	-	75,000	2,990	-	
	\$ 449,335	\$ 436,369	\$ 99,090	\$ 26	\$ 166,722	\$ 99,090	\$ -	
Operating Expenditures								
Salaries & Benefits	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Operating Supplies	-	-	-	-	-	-	-	
Contractual Services	-	-	-	-	-	-	-	
Other Expenses	-	-	-	-	-	-	-	
Capital Outlays	-	-	-	-	-	-	-	
Other Financing Uses	247,166	447,950	448,925	41,418	102,969	448,925	-	
	\$ 247,166	\$ 447,950	\$ 448,925	\$ 41,418	\$ 102,969	\$ 448,925	\$ -	
Project Expenditures								
Operating Supplies	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Contractual Services	-	-	-	-	-	-	-	
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
	\$ 247,166	\$ 447,950	\$ 448,925	\$ 41,418	\$ 102,969	\$ 448,925	\$ -	
Available Fund Balance - EOY	\$ 224,109	\$ 21,940	\$ (125,726)	\$ 182,717	\$ 84,783	\$ (125,645)	\$ -	

City of Muskegon
Annual Budget & Quarterly Budget Reforecast - Other Funds

Actual 2017	Actual 2016	Original Budget FY2018	Actual 10/31/2017	Actual 10/31/2016	1st Qtr Reforecast FY2018	Increase (Decrease) From FY17 Reforecast	Comments
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305 Tax Increment Finance Authority Fund

Available Fund Balance - BOY	\$ 449	\$ 2,051	\$ 5,822	\$ 5,822	\$ 2,051	\$ 5,822	-
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Means of Financing							
Property taxes	\$ 33,774	\$ 34,398	\$ 33,700	-		\$ 33,700	-
Federal & state grants	5,599	-	5,600	-		-	-
State shared revenue	-	-	-	-		-	-
Charges for services	-	-	-	-		-	-
Interest income	-	-	-	3		-	-
Operating transfers in - General Fund	-	-	-	-		-	-
Operating transfers in - TIFA Fund	-	-	-	-		-	-
Operating transfers in - Insurance Fund	-	-	-	-		-	-
Other	-	-	5,599	-		5,600	-
	\$ 39,373	\$ 34,398	\$ 44,899	\$ 3	\$ -	\$ 39,300	-

70805 Operating Expenditures							
5100 Salaries & Benefits	\$ -	\$ -	\$ -	\$ -		\$ -	-
5200 Operating Supplies	-	-	-	-		-	-
5300 Contractual Services	-	-	-	-		-	-
5400 Other Expenses	-	-	-	-		-	-
5700 Capital Outlays	-	-	-	-		-	-
5900 Other Financing Uses	34,000	36,000	40,000	13,333		11,333	-
	\$ 34,000	\$ 36,000	\$ 40,000	\$ 13,333	\$ 11,333	\$ 40,000	-

90000 Project Expenditures							
5200 Operating Supplies	\$ -	\$ -	\$ -	\$ -		\$ -	-
5300 Contractual Services	-	-	-	-		-	-
	\$ -	\$ -	\$ -	\$ -		\$ -	-
	\$ 34,000	\$ 36,000	\$ 40,000	\$ 13,333	\$ 11,333	\$ 40,000	-
Available Fund Balance - EOY	\$ 5,822	\$ 449	\$ 10,721	\$ (7,508)	\$ (9,282)	\$ 5,122	-

City of Muskegon

Annual Budget & Quarterly Budget Reforecast - Other Funds

		Actual 2017	Actual 2016	Original Budget FY2018	Actual 10/31/2017	Actual 10/31/2016	1st Qtr Reforecast FY2018	Increase (Decrease) From FY17 Reforecast	Comments
394	Downtown Development Authority Fund								
Available Fund Balance - BOY		\$ 118,164	\$ 50,766	\$ 423,316	\$ 423,316	\$ 118,164	\$ 481,910	\$ -	
Means of Financing									
	Property taxes	\$ 99,531	\$ 227,201	\$ 99,500	\$ -	\$ 99,500	\$ -		
	Federal & state grants	47,549	-	47,500	-	-	-		
	State proposal A reimbursement revenue	-	-	-	-	-	-		
	Charges for services	-	-	-	-	-	-		
	Interest Income	823	522	400	151	229	400		
	Operating transfers in - General Fund	175,000	175,000	170,000	56,667	58,333	170,000		
	Operating transfers in - PIF	-	-	-	-	-	-		
	Operating transfers in - Insurance Fund	-	-	-	-	-	-		
	Other	-	-	-	-	-	47,500		
		\$ 322,903	\$ 402,723	\$ 317,400	\$ 56,818	\$ 58,562	\$ 317,400	\$ -	
70805	Operating Expenditures								
5100	Salaries & Benefits	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
5200	Operating Supplies	-	-	-	-	-	-		
5300	Contractual Services	-	-	750	-	-	750		
5400	Other Expenses	-	-	-	-	-	-		
5700	Capital Outlays	-	-	-	-	-	-		
5900	Other Financing Uses	17,751	335,325	335,000	(1,776)	(1,668)	335,000		
		\$ 17,751	\$ 335,325	\$ 335,750	\$ (1,776)	\$ (1,668)	\$ 335,750	\$ -	
90000	Project Expenditures								
5200	Operating Supplies	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
5300	Contractual Services	-	-	-	-	-	-		
		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
		\$ 17,751	\$ 335,325	\$ 335,750	\$ (1,776)	\$ (1,668)	\$ 335,750	\$ -	
Available Fund Balance - EOY									
		\$ 423,316	\$ 118,164	\$ 404,866	\$ 481,910	\$ 178,394	\$ 463,560	\$ -	

City of Muskegon
Annual Budget & Quarterly Budget Reforecast - Other Funds

	Actual 2017	Actual 2016	Original Budget FY2018	Actual 10/31/2017	Actual 10/31/2016	1st Qtr Reforecast FY2018	Increase (Decrease) From FY17 Reforecast	Comments
404 Public Improvement Fund								
Available Fund Balance - EOY	\$ 294,399	\$ 1,066,378	\$ 2,094,873	\$ 2,094,873	\$ 1,066,378	\$ 2,232,939	\$ -	
Means of Financing								
Special assessments	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Property taxes	-	-	-	-	-	-	-	
Federal & state grants	-	-	227,700	-	-	227,700	-	
Charges for services	412,638	21,780	350,000	-	-	-	-	
Sales of property	786,990	65,971	350,000	318,506	149,830	350,000	-	
Interest income	6,123	5,125	2,000	2,656	583	2,000	-	
Operating transfers in	1,000,000	750,000	-	-	-	-	-	
Bond Proceeds	-	-	-	-	-	-	-	
Other	23,224	510,736	-	7,025	2,000	350,000	-	MMRMA dividends earmarked for economic development and fire equipment replacement
	\$ 2,228,975	\$ 1,353,612	\$ 929,700	\$ 328,187	\$ 152,413	\$ 929,700	\$ -	
30936 Operating Expenditures								
Operating Supplies	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Contractual Services	667	-	-	-	-	-	-	
Other Expenses	4,687	1,986	-	4,598	-	-	-	
Capital Outlays	-	-	-	-	-	-	-	
Other Financing Uses	-	-	-	-	-	-	-	
	\$ 5,354	\$ 1,986	\$ -	\$ 4,598	\$ -	\$ -	\$ -	
90000 Project Expenditures								
Salaries & Benefits	\$ 28,758	\$ 2,175	\$ -	\$ 734	\$ 479	\$ -	\$ -	
Operating Supplies	17,437	-	-	-	14,817	-	-	
Contractual Services	114,654	114,995	-	156,195	14,798	-	-	
Other Expenses	-	-	-	900	-	-	-	
Capital Outlays	262,298	2,006,435	1,175,400	27,694	158,829	1,105,400	(70,000)	
	\$ 423,147	\$ 2,123,605	\$ 1,175,400	\$ 185,523	\$ 188,923	\$ 1,105,400	\$ (70,000)	
	\$ 428,501	\$ 2,125,591	\$ 1,175,400	\$ 190,121	\$ 188,923	\$ 1,105,400	\$ (70,000)	
Available Fund Balance - EOY	\$ 2,094,873	\$ 294,399	\$ 1,849,173	\$ 2,232,939	\$ 1,029,868	\$ 2,057,239	\$ 70,000	

City of Muskegon
Annual Budget & Quarterly Budget Reforecast - Other Funds

	Actual 2017	Actual 2016	Original Budget FY2018	Actual 10/31/2017	Actual 10/31/2016	1st Qtr Reforecast FY2018	Increase (Decrease) From FY17 Reforecast	Comments
482 State Grants Fund								
Available Fund Balance - BOY	\$ 73,157	\$ 89,359	\$ 54,119	\$ 54,119	\$ 89,359	\$ 73,157	\$ -	
Means of Financing								
Special assessments	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Federal & state grants	263,301	197,523	195,000	677,550	8,284	1,236,545	1,041,545	
Sales of Property	-	-	-	-	-	-	-	
Interest income	1,055	1,227	1,200	-	-	1,200	-	
Operating transfers in	-	-	-	-	-	-	-	
Other	-	-	-	-	-	11,000	11,000	CONTRIBUTIONS \$1,000 M MCKEE AND \$9,000 FOUNDATION
	\$ 264,356	\$ 198,750	\$ 196,200	\$ 677,550	\$ 8,284	\$ 1,248,745	\$ 1,052,545	
30936 Operating Expenditures								
5100 Salaries & Benefits	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
5200 Operating Supplies	3,225	-	-	1,095	3,004	-	-	
5300 Contractual Services	260,076	194,859	201,897	766,278	8,578	201,897	-	
5400 Other Expenses	-	-	-	-	-	-	-	
5700 Capital Outlays	-	-	-	-	-	-	-	
5900 Other Financing Uses	-	-	-	-	-	-	-	
	\$ 263,301	\$ 194,859	\$ 201,897	\$ 767,373	\$ 11,582	\$ 201,897	\$ -	
90000 Project Expenditures								
5200 Operating Supplies	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
5300 Contractual Services	20,093	20,093	1,276,638	-	-	1,276,638	1,256,545	LOAN REPAYMENT: EPA BROWNFIELD, IMAGINE MUSKEGON TAKE AWAY AND SUNKFSTACK
5700 Capital Outlays	-	-	-	-	-	-	-	
	\$ 20,093	\$ 20,093	\$ 1,276,638	\$ -	\$ -	\$ 1,276,638	\$ 1,256,545	
	\$ 283,394	\$ 214,952	\$ 1,478,535	\$ 767,373	\$ 11,582	\$ 1,478,535	\$ 1,256,545	
Available Fund Balance - EOY	\$ 54,119	\$ 73,157	\$ (1,228,216)	\$ (35,704)	\$ 86,061	\$ (156,533)	\$ (204,000)	

City of Muskegon
Annual Budget & Quarterly Budget Reforecast - Other Funds

Actual 2017 Actual 2016 Original Budget FY2018 Actual 10/31/2017 Actual 10/31/2016 1st Qtr Reforecast FY2018 Increase (Decrease) From FY17 Reforecast Comments

594 Marina & Launch Ramp Fund

Available Cash Balance - BOY	\$	402,917	\$	375,988	\$	346,539	\$	402,917	\$	375,988	\$	402,917	\$	-
Means of Financing														
Special assessments	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
Federal & state grants	-	-	-	-	35,000	-	-	-	-	35,000	-	-	-	-
State shared revenue	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Charges for services	274,846	275,674	250,000	83,066	80,169	250,000	-	-	-	-	-	-	-	-
Interest income	2,034	1,911	1,200	540	661	1,200	-	-	-	-	-	-	-	-
Operating transfers in	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Other	3,907	11,874	4,000	1,505	3,907	4,000	-	-	-	-	-	-	-	-
	\$	280,787	\$	289,459	\$	290,200	\$	85,111	\$	84,737	\$	290,200	\$	-

70756 Operating Expenditures - Marina														
5100 Salaries & Benefits	\$	27,360	\$	29,623	\$	33,975	\$	10,739	\$	8,045	\$	33,975	\$	-
5200 Operating Supplies	14,540	9,730	10,000	5,292	6,780	10,000	-	-	-	-	-	-	-	-
5300 Contractual Services	162,848	163,262	166,699	83,464	78,287	166,699	-	-	-	-	-	-	-	-
5400 Other Expenses	-	39	500	3,847	-	500	-	-	-	-	-	-	-	-
5700 Capital Outlays	11,402	1,721	16,800	356	4,259	16,800	-	-	-	-	-	-	-	-
5900 Other Financing Uses	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Other Cash Uses (e.g. Debt Principal)	115,257	7,189	-	-	38,359	-	-	-	-	-	-	-	-	-
	\$	331,407	\$	211,564	\$	227,974	\$	103,698	\$	135,730	\$	227,974	\$	-

70759 Operating Expenditures - Ramps														
5100 Salaries & Benefits	\$	-	\$	-	\$	1,000	\$	-	\$	-	\$	1,000	\$	-
5200 Operating Supplies	946	2,358	1,000	455	897	1,000	-	-	-	-	-	-	-	-
5300 Contractual Services	4,812	4,974	10,500	343	1,127	10,500	-	-	-	-	-	-	-	-
5400 Other Expenses	-	-	-	-	-	-	-	-	-	-	-	-	-	-
5700 Capital Outlays	-	-	-	-	-	-	-	-	-	-	-	-	-	-
5900 Other Financing Uses	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Other Cash Uses (e.g. Debt Principal)	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	\$	5,758	\$	7,332	\$	12,500	\$	798	\$	2,024	\$	12,500	\$	-

90000 Project Expenditures														
5200 Operating Supplies	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
5300 Contractual Services	-	-	43,634	70,000	-	3	70,000	-	-	-	-	-	-	-
5700 Capital Outlays	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	\$	-	\$	43,634	\$	70,000	\$	-	\$	-	\$	70,000	\$	-
	\$	337,165	\$	262,530	\$	310,474	\$	104,496	\$	137,754	\$	310,474	\$	-
Available Cash Balance - EOY	\$	346,539	\$	402,917	\$	326,265	\$	383,532	\$	322,971	\$	382,643	\$	-

City of Muskegon
Annual Budget & Quarterly Budget Reforecast - Other Funds

	Actual 2017	Actual 2016	Original Budget FY2018	Actual 10/31/2017	Actual 10/31/2016	1st Qtr Reforecast FY2018	Increase (Decrease) From FY17 Reforecast	Comments
661 Equipment Fund								
Available Cash Balance - EOY	\$ 699,089	\$ 617,235	\$ 785,644	\$ 785,644	\$ 699,089	\$ 785,644	\$ -	
Means of Financing								
Special assessments	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Federal & state grants	-	-	-	-	-	-	-	
State shared revenue	-	-	-	-	-	-	-	
Charges for services	2,368,803	2,368,803	2,368,700	955,878	930,137	2,368,700	-	
Interest income	17,343	17,343	20,000	6,939	7,888	20,000	-	
Operating transfers in	-	-	-	-	-	10,000	-	10,000 From the BID contract 16-17
Other	51,623	51,623	36,000	60,682	6,560	36,000	-	
	\$ 2,437,769	\$ 2,437,769	\$ 2,424,700	\$ 1,023,499	\$ 944,585	\$ 2,434,700	\$ 10,000	
60932 Operating Expenditures								
Salaries & Benefits	\$ 501,153	\$ 534,473	\$ 580,863	\$ 158,547	\$ 149,843	\$ 580,863	\$ -	
Operating Supplies	848,529	831,413	828,500	281,814	201,590	828,500	-	
Contractual Services	759,510	853,847	723,400	222,366	216,261	723,400	-	
Other Expenses	858	-	1,500	619	319	1,500	-	
Capital Outlays	207,978	207,978	311,000	68,325	598	366,000	55,000	
Other Financing Uses	-	-	-	-	-	-	-	
Other Cash Uses (e.g. Debt Principal)	33,185	(71,796)	-	-	-	-	-	
	\$ 2,351,214	\$ 2,355,915	\$ 2,445,263	\$ 731,671	\$ 568,611	\$ 2,500,263	\$ 55,000	
90000 Project Expenditures								
Operating Supplies	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Contractual Services	-	-	-	-	-	-	-	
Capital Outlays	-	-	-	-	-	-	-	
	\$ 2,351,214	\$ 2,355,915	\$ 2,445,263	\$ 731,671	\$ 568,611	\$ 2,500,263	\$ 55,000	
Available Cash Balance - EOY	\$ 785,644	\$ 699,089	\$ 765,081	\$ 1,077,472	\$ 1,075,063	\$ 720,081	\$ (45,000)	

City of Muskegon
Annual Budget & Quarterly Budget Reforecast - Other Funds

	Actual 2017	Actual 2016	Original Budget FY2018	Actual 10/31/2017	Actual 10/31/2016	1st Qtr Reforecast FY2018	Increase (Decrease) From FY17 Reforecast	Comments
642 Public Service Building Fund								
Available Cash Balance - BOY	\$ 614,800	\$ 691,971	\$ 492,551	\$ 492,551	\$ 691,971	\$ 492,551	\$ -	
Means of Financing								
Special assessments	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Federal & state grants	-	-	-	-	-	-	-	
State shared revenue	-	-	-	-	-	-	-	
Charges for services	1,049,134	976,760	786,850	1,049,134	87,428	1,049,134	-	
Interest income	3,077	3,334	1,572	2,000	262	2,000	-	
Operating transfers in	-	-	-	-	-	-	-	
Other	-	5,830	-	-	-	-	-	
	\$ 1,052,211	\$ 985,924	\$ 788,422	\$ 1,051,134	\$ 87,690	\$ 1,051,134	\$ -	
60442 Operating Expenditures								
Salaries & Benefits	\$ 782,401	\$ 780,360	\$ 780,861	\$ 52,241	\$ 50,350	\$ 780,861	\$ 728,620	
Operating Supplies	16,947	34,757	19,500	792	408	19,500	18,708	
Contractual Services	273,246	288,240	328,494	17,949	21,856	328,494	310,545	
Other Expenses	(1,266)	2,334	3,000	130	(696)	3,000	2,870	
Capital Outlays	49,599	59,872	59,300	2,382	6,909	59,300	56,918	
Other Financing Uses	-	-	-	-	-	-	-	
Other Cash Uses and Adjustments (e.g. Debt Principal)	53,532	(102,466)	-	-	-	-	-	
	\$ 1,174,460	\$ 1,063,095	\$ 1,191,155	\$ 73,494	\$ 78,827	\$ 1,191,155	\$ 1,117,661	
90000 Project Expenditures								
Operating Supplies	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Contractual Services	-	-	45,000	-	-	45,000	45,000	
Capital Outlays	-	-	-	-	-	-	-	
	\$ -	\$ -	\$ 45,000	\$ -	\$ -	\$ 45,000	\$ 45,000	
	\$ 1,174,460	\$ 1,063,095	\$ 1,236,155	\$ 73,494	\$ 78,827	\$ 1,236,155	\$ 1,162,661	
Available Cash Balance - EOY	\$ 492,551	\$ 614,800	\$ 44,818	\$ 1,470,191	\$ 700,834	\$ 307,530	\$ (1,162,661)	

City of Muskegon
Annual Budget & Quarterly Budget Reforecast - Other Funds

Actual 2017	Actual 2016	Original Budget FY2016	Actual 10/31/2017	Actual 10/31/2016	1st Qtr Reforecast FY2018	Increase (Decrease) From FY17 Reforecast	Comments
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643 Engineering Services Fund

Available Cash Balance - EOY	\$	36,443	\$	27,862	\$	61,022	\$	61,022	\$	408	\$	41,129	\$	-	
Means of Financing															
Special assessments	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	
Federal & state grants		-		-		-		-		-		-		-	
State shared revenue		-		-		-		-		-		-		-	
Charges for services		310,288		250,182		250,000		84,272		58,261		250,000		-	
Interest income		38		29		45		52		35		45		-	
Operating transfers in		13,000		75,000		15,000		-		-		15,000		-	
Other		-		-		-		-		-		-		-	for GF activities/support services
	\$	323,326	\$	325,211	\$	265,045	\$	84,324	\$	58,296	\$	265,045	\$	-	

60447 Operating Expenditures															
5100 Salaries & Benefits	\$	171,667	\$	182,571	\$	260,000	\$	55,402	\$	59,464	\$	260,000	\$	-	
5200 Operating Supplies		7,231		6,443		8,780		2,084		1,490		8,780		-	
5300 Contractual Services		111,288		110,091		64,432		29,042		23,259		64,432		-	
5400 Other Expenses		109		18,395		2,000		4,854		60		2,000		-	
5700 Capital Outlays		8,472		6,326		7,500		2,835		3,150		7,500		-	
5900 Other Financing Uses		-		-		-		-		-		-		-	
Other Cash Uses and Adjustments (e.g. Debt Principal)		-		(31,594)		-		-		-		-		-	
	\$	298,747	\$	292,232	\$	342,712	\$	94,217	\$	87,423	\$	342,712	\$	-	

90000 Project Expenditures															
5200 Operating Supplies	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	
5300 Contractual Services		-		24,398		12,445		10,000		-		-		-	
5700 Capital Outlays		-		-		-		-		-		-		-	
	\$	-	\$	24,398	\$	12,445	\$	10,000	\$	-	\$	-	\$	-	
	\$	298,747	\$	316,630	\$	355,157	\$	104,217	\$	87,423	\$	342,712	\$	-	

Available Cash Balance - EOY	\$	61,022	\$	36,443	\$	(29,090)	\$	41,129	\$	(28,719)	\$	(36,538)	\$	-	
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City of Muskegon
Annual Budget & Quarterly Budget Reforecast - Other Funds

Actual 2017	Actual 2016	Original Budget FY2018	Actual 10/31/2017	Actual 10/31/2016	1st Qtr Reforecast FY2018	Increase (Decrease) From FY17 Reforecast	Comments
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677 General Insurance Fund

Available Cash Balance - EOY	\$	1,702,109	\$	1,694,944	\$	1,403,783	\$	1,403,783	\$	1,694,944	\$	1,403,783	\$	0
Means of Financing														
Special assessments	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
Federal & state grants		-		-		-		-		-		-		-
State shared revenue		-		-		-		-		-		-		-
Charges for services		3,419,936		3,443,861		3,760,000		1,188,589		1,183,987		3,760,000		-
Interest income		20,735		22,402		25,000		6,986		9,516		25,000		-
Retiree Health Reimbursement		919,923		1,177,563		1,140,000		3,400		274,487		1,140,000		-
MWRMA dividend payment		-		-		-		-		-		-		-
Operating transfers in		-		-		-		-		-		-		-
Other		-		8,972		9,000		-		-		9,000		-
	\$	4,360,594	\$	4,652,798	\$	4,934,000	\$	1,208,985	\$	1,467,990	\$	4,934,000	\$	-

30851 Operating Expenditures														
5100 Salaries & Benefits	\$	201,252	\$	283,744	\$	43,752	\$	12,072	\$	12,283	\$	43,752	\$	-
5200 Operating Supplies		-		180		200		-		-		200		-
5300 Contractual Services		4,443,651		4,255,839		4,900,000		1,079,424		1,510,948		4,900,000		-
5400 Other Expenses		12,187		10,433		10,000		5,096		4,537		10,000		-
5700 Capital Outlays		1,830		-		2,645		-		-		2,645		-
5900 Other Financing Uses		-		-		-		-		-		-		-
Other Cash Uses and Adjustments (e.g. Debt Principal)		-		95,437		-		-		-		-		-
	\$	4,658,920	\$	4,645,633	\$	4,956,597	\$	1,096,592	\$	1,527,768	\$	4,956,597	\$	-
														- Addtl OPEB contribution for FY2017

90000 Project Expenditures														
5200 Operating Supplies	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
5300 Contractual Services		-		-		-		-		-		-		-
5700 Capital Outlays		-		-		-		-		-		-		-
	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
	\$	4,658,920	\$	4,645,633	\$	4,956,597	\$	1,096,592	\$	1,527,768	\$	4,956,597	\$	-
Available Cash Balance - EOY	\$	1,403,783	\$	1,702,109	\$	1,381,186	\$	1,516,176	\$	1,635,166	\$	1,381,186	\$	0

City of Muskegon
Annual Budget & Quarterly Budget Reforecast - Other Funds

	Actual 2017	Actual 2016	Original Budget FY2018	Actual 10/31/2017	Actual 10/31/2016	1st Qtr Reforecast FY2018	Increase (Decrease) From FY17 Reforecast	Comments
590 Sewer Fund								
Available Cash Balance - EOY	\$ 1,428,302	\$ 2,339,749	\$ 956,877	\$ 956,877	\$ 1,428,302	\$ 956,877	(0)	
Means of Financing								
Special assessments	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-	
Federal & state grants	784,969	765,363	320,945	-	-	-	-	
State shared revenue	-	-	-	-	-	-	-	
Charges for services	7,461,630	6,129,352	5,578,984	2,936,000	2,279,632	8,456,250	-	
Interest income	6,347	10,413	3,079	1,632	1,995	4,000	-	
Repayment of DDA advance	-	-	-	-	-	-	-	
Operating transfers in	-	-	-	-	-	-	-	
Bond Proceeds	-	-	-	-	-	-	-	
Other	164,612	185,171	124,436	62,161	55,899	140,000	-	
	\$ 8,417,558	\$ 7,090,299	\$ 6,027,444	\$ 2,999,793	\$ 2,337,496	\$ 8,600,250	\$ -	
30548 Operating Expenditures Administration								
5100 Salaries & Benefits	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-	
5200 Operating Supplies	-	-	-	-	-	-	-	
5300 Contractual Services	438,932	438,534	280,898	133,415	125,289	437,298	-	
5400 Other Expenses	6,034	8,969	-	-	-	12,000	-	
5700 Capital Outlays	-	-	-	-	-	-	-	
5900 Other Financing Uses	-	-	-	-	-	-	-	
Other Cash Uses and Adjustments (e.g. Debt Principal)	(336,448)	(258,944)	-	-	152,668	-	-	
	\$ 108,518	\$ 188,559	\$ 280,898	\$ 133,415	\$ 277,957	\$ 449,298	\$ -	
60559 Operating Expenditures Maintenance								
5100 Salaries & Benefits	\$ 763,921	\$ 699,023	\$ 500,394	\$ 226,156	\$ 215,497	\$ 914,147	\$ -	
5200 Operating Supplies	108,900	88,129	53,732	25,028	33,123	76,190	-	
5300 Contractual Services	503,335	393,649	340,090	190,805	171,731	492,088	-	
5400 Other Expenses	20,201	17,960	15,201	3,810	6,760	23,000	-	
5700 Capital Outlays	1,719	4,571	1,719	749	580	18,100	-	
5900 Other Financing Uses	-	-	-	-	-	-	-	
	\$ 1,398,076	\$ 1,203,332	\$ 911,136	\$ 446,548	\$ 427,691	\$ 1,523,525	\$ -	
60557 Operating Expenditures Treatment								
5100 Salaries & Benefits	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-	
5200 Operating Supplies	-	-	-	-	-	-	-	
5300 Contractual Services	5,836,328	5,749,839	3,796,280	1,369,928	1,507,841	6,000,000	-	
5400 Other Expenses	-	-	-	-	-	-	-	
5700 Capital Outlays	-	-	-	-	-	-	-	
5900 Other Financing Uses	-	-	-	-	-	-	-	
	\$ 5,836,328	\$ 5,749,839	\$ 3,796,280	\$ 1,369,928	\$ 1,507,841	\$ 6,000,000	\$ -	
90000 Project Expenditures								
5200 Operating Supplies	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-	
5300 Contractual Services	1,546,061	860,016	640,538	88,787	23,537	377,000	-	
5700 Capital Outlays	-	-	-	-	-	-	-	
	\$ 1,546,061	\$ 860,016	\$ 640,538	\$ 88,787	\$ 23,537	\$ 377,000	\$ -	
	\$ 8,888,983	\$ 8,001,746	\$ 5,628,862	\$ 2,038,678	\$ 2,237,026	\$ 8,349,823	\$ 112,000	
Available Cash Balance - EOY	\$ 956,877	\$ 1,428,302	\$ 1,355,469	\$ 1,917,992	\$ 1,528,772	\$ 1,207,304	(112,000)	

FY18 - 1.68 multiplier x county rate

City of Muskegon

Annual Budget & Quarterly Budget Reforecast - Other Funds

	Actual 2017	Actual 2016	Original Budget FY2018	Actual 10/31/2017	Actual 10/31/2016	1st Qtr Reforecast FY2018	Increase / Decrease From FY17 Reforecast	Comments
591 Water Fund								
Available Cash Balance - BOY	\$ 3,379,692	\$ 3,146,513	\$ 3,636,591	\$ 3,636,591	\$ 3,146,513	\$ 3,636,591	\$ 0	
Means of Financing								
Special assessments	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Federal & state grants	2,436	-	-	-	-	-	-	-
State shared revenue	-	-	-	-	-	-	-	-
Charges for services - City	3,358,150	3,271,984	3,300,000	1,493,137	1,205,336	3,300,000	-	-
Charges for services - Wholesale	3,571,827	3,590,703	3,500,000	1,686,275	1,384,798	3,500,000	-	-
Maintenance services - Township	133,506	119,509	100,000	13,431	26,180	100,000	-	-
Interest income	16,896	13,363	11,000	4,810	5,244	11,000	-	-
Lease of facilities	174,395	190,370	173,000	58,583	44,125	173,000	-	-
Repayment of DDA advance	-	-	-	-	-	-	-	-
Operating transfers in	-	-	-	-	-	-	-	-
Other	196,134	318,427	170,000	88,477	60,413	170,000	-	-
	\$ 7,453,344	\$ 7,504,366	\$ 7,254,000	\$ 3,344,713	\$ 2,726,096	\$ 7,254,000	\$ -	-
30548 Operating Expenditures Administration								
Salaries & Benefits	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Operating Supplies	-	-	-	-	-	-	-	-
Contractual Services	934,419	897,399	932,085	286,925	281,477	932,085	-	-
Other Expenses	3,698	5,981	17,000	34,121	-	17,000	-	-
Capital Outlays	-	-	-	-	-	-	-	-
Other Financing Uses	-	258,604	203,106	102,309	-	203,106	-	Water System Bond Interest
Other Cash Uses and Adjustments (e.g. Debt Principal)	1,990,243	1,731,091	1,653,106	-	785,903	1,653,106	-	Water System Bond Principal
	\$ 2,928,360	\$ 2,893,075	\$ 2,805,297	\$ 423,355	\$ 1,067,380	\$ 2,805,297	\$ -	-
60559 Operating Expenditures Maintenance								
Salaries & Benefits	1,232,632	1,076,047	1,118,584	367,284	346,221	1,118,584	-	-
Operating Supplies	224,129	224,086	232,000	87,045	105,195	250,400	18,400	-
Contractual Services	419,975	375,383	427,909	169,270	146,518	435,709	7,800	-
Other Expenses	145,079	129,850	140,000	26,740	21,356	140,000	-	-
Capital Outlays	13,167	7,000	15,500	14,805	4,707	28,000	12,500	-
Other Financing Uses	-	-	-	-	-	-	-	-
	\$ 2,035,002	\$ 1,814,365	\$ 1,933,993	\$ 665,144	\$ 623,997	\$ 1,972,693	\$ 38,700	-
60558 Operating Expenditures Filtration								
Salaries & Benefits	867,599	780,529	997,054	272,714	234,597	997,054	-	-
Operating Supplies	313,875	291,263	340,915	124,557	112,673	340,915	-	-
Contractual Services	816,381	648,968	909,498	169,332	195,909	909,498	-	-
Other Expenses	2,793	4,907	6,500	3,726	946	6,500	-	-
Capital Outlays	37,843	44,454	184,600	19,179	12,789	184,600	-	-
Other Financing Uses	-	-	-	-	-	-	-	-
Replacement Reserve - DWRF	\$ 2,028,491	\$ 1,770,121	\$ 2,438,567	\$ 589,508	\$ 556,914	\$ 2,438,567	\$ -	-

City of Muskegon

Annual Budget & Quarterly Budget Reforecast - Other Funds

	Actual 2017	Actual 2016	Original Budget FY2016	Actual 10/31/2017	Actual 10/31/2016	1st Qtr Reforecast FY2018	Increase/Decrease From FY17 Reforecast	Comments
90000 Project Expenditures								
5200 Operating Supplies	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
5300 Contractual Services	204,592	793,616	1,152,000	121,904	109,990	1,245,000	93,000	
5700 Capital Outlays	-	-	-	26,500	-	-	-	
	\$ 204,592	\$ 793,616	\$ 1,152,000	\$ 148,404	\$ 109,990	\$ 1,245,000	\$ 93,000	
	\$ 7,196,445	\$ 7,271,177	\$ 8,329,857	\$ 1,826,411	\$ 2,358,281	\$ 8,461,557	\$ 131,700	
Available Cash Balance - EOY	\$ 3,636,591	\$ 3,379,692	\$ 2,560,734	\$ 5,154,893	\$ 3,514,328	\$ 2,429,034	\$ (131,700)	

Commission Meeting Date: December 12, 2017

Date: December 1, 2017

To: Honorable Mayor and City Commission

From: Community and Neighborhood Services Dept.

RE: Purchase of HUD Home at 1025 E Forest Ave

SUMMARY OF REQUEST: To approve the purchase of a HUD home located at 1025 E Forest Ave in Oakview Neighborhood for the price of \$27,000 (*Twenty Seven Thousand Dollars*).

After the sale, CNS will rehabilitate the single family dwelling as part of the HOME funded Homebuyer Program.

FINANCIAL IMPACT: The funding used for the purchase and rehabilitation will come from 2017 HOME funds.

BUDGET ACTION REQUIRED: None

STAFF RECOMMENDATION: To approve the request to purchase the property.

COMMITTEE RECOMMENDATION: None needed



Date: 12/04/2017

To: Honorable Mayor and City Commissioners

From: Department of Public Works

RE: Pere Marquette Park - Recreational Improvements

SUMMARY OF REQUEST:

The City has been awarded a DNR Trust Fund Grant for recreational improvements at Pere Marquette Park. Westshore Consulting has submitted a quote for professional engineering and surveying services in the amount of \$18,000, to complete plans and bidding documents for the improvements. Staff is requesting that the amount be approved.

FINANCIAL IMPACT:

\$18,000

BUDGET ACTION REQUIRED:

None.

STAFF RECOMMENDATION:

Authorize staff to enter into an agreement with Westshore Consulting for a cost of \$18,000.



www.WestshoreConsulting.com

Western Michigan
2534 Black Creek Road
Muskegon, Michigan 49444
Ph: (231) 777-3447
Fx: (231) 773-3453

Northern Michigan
(231) 920-5818

December 4, 2017

Via Email: leighann.mikesell@shorelinecity.com

Ms. LeighAnn Mikesell, P.E.
Director of Public Works
1350 E. Keating
Muskegon, MI 49442

Re: *Pere Marquette Park Recreational Improvements, TF16-0114*

Ms. Mikesell:

Westshore Consulting (Westshore) is pleased to submit the City of Muskegon with a quote for Professional Engineering and Surveying services for the Pere Marquette Park Recreational Improvements Trust Fund Grant received in 2016.

Westshore's estimated fees would be as follows.

Architectural, Structural Electrical, & Mechanical Designs	\$ 5,800
Surveying, & Civil Designs	\$ 4,200
Bidding & Construction Services	\$ 4,500
Assist City with Grant Administration	\$ 3,500
Total	\$ 18,000

If you should have any questions or would like to discuss this proposal, please do not hesitate to contact me at your convenience. I can be reached at (231) 740-4424 or by email at Bosch@WestshoreConsulting.com.

Sincerely,

WESTSHORE CONSULTING

Wade A. VandenBosch, P.E.
Project Engineer

WAV/pen/00023-36

Commission Meeting Date: December 12, 2017

Date: December 5, 2017
To: Honorable Mayor & City Commission
From: Planning & Economic Development Department
RE: Request to Deny & Accept Properties that did not
Sell During the Tax sale for 2017

SUMMARY OF REQUEST:

The County of Muskegon held two delinquent tax auctions during 2017. There were sixty-three properties left after the last auction. According to the State's tax foreclosure laws, the City must state that they are not interested in obtaining them, otherwise the City will automatically receive ownership of the parcels. From the list that was provided, the City Manager, Planning and Community & Neighborhood Services have gone over the parcels to determine which ones to accept.

FINANCIAL IMPACT:

None.

BUDGET ACTION REQUIRED:

None.

STAFF RECOMMENDATION:

To deny and accept certain parcels and authorize both the Mayor and the Clerk to sign said resolution.

COMMITTEE RECOMMENDATION:

None.

MUSKEGON CITY COMMISSION

RESOLUTION TO DENY ACCEPTANCE OF TAX REVERTED PROPERTY FROM THE COUNTY TREASURER.

WHEREAS, The City may not accept the properties available under the urban homestead act, 1999 PA 127, MCL 125.2701 to 125.2709, PA 123 of 1999, MCL 211.78M(6) or for any other lawful purpose, and;

WHEREAS, the City of Muskegon does not want to acquire thirty-three parcels;

WHEREAS, the City of Muskegon will accept the remaining thirty parcels;

WHEREAS, the City of Muskegon also will not accept any other parcel that was not on the list of sixty-three parcels (should something be discovered that is not already listed below);

NOW THEREFORE BE IT RESOLVED, that the City of Muskegon shall not accept thirty-three parcels that were remaining from the tax sale but will accept the remaining thirty parcels.

Legal Descriptions that will Not be Accepted are as Follows:

1-Parcel # 24-121-300-0003-00

Address: 808 Oak

Description: CITY OF MUSKEGON NW 1/4 SW 1/4 SEC 21 T10N R16W S 990 FT OF W 528 FT SD SEC EXC E 205.25 FT OF S 375 FT OF SD W 528 FT & EXC THAT PART DESC AS COM ON S LN SD NW 1/4 SW 1/4 @ A PT 246.75 FT E FOR POB TH E ALG SD S LN 76 FT TH N PAR TO SD W LN 150 FT TH W PAR TO SD S LN 60 FT TH SWLY 27.80 FT TO A PT WHICH IS 246.75 FT E OF W LN SD SEC & 127.55 FT N OF POB TH S PAR TO SD W LN 127.55 FT TO POB & ALSO EXC W 16.50 FT SD S 990 FT FOR GETTY ST AND EXC THAT PART SD W 528 FT WHICH LIES 33 FT N CL OAK AVE FOR OAK AVE

2-Parcel # 24-121-300-0066-00

Address: 873 Stevens

Description: CITY OF MUSKEGON SEC 21 T10N R16W N 54 FT OF S 212 FT OF E 100 FT OF W 297 FT NE 1/4 SW 1/4 SW 1/4

3-Parcel # 24-121-300-0118-00

Address: 897 Amity

Description: CITY OF MUSKEGON SEC 21 T10N R16W E 40 FT OF N 165 FT OF SW 1/4 OF SW 1/4 OF SW 1/4 EX N33 FT FOR STREET

4-Parcel # 24-128-100-0052-50

Address: 1123 Frances B

Description: CITY OF MUSKEGON SEC 28 T10N R16W W 40 FT OF E 541 FT OF N 127.5 OF S 693 EXC N 120 FT THEREOF

5-Parcel # 24-185-113-0012-00

Address: 1761 S Getty

Description: CITY OF MUSKEGON CASTENHOLZ SUB DIV OF BLKS 100 101 & 103 TO 120 INCL LOT 12 BLK 113

6-Parcel # 24-185-120-0004-00

Address: 1768 Wood

Description: CITY OF MUSKEGON CASTENHOLZ SUB DIV OF BLKS 100 101 & 103 TO 120 INCL LOT 4 BLK 120

7-Parcel # 24-202-000-0018-00

Address: 942 Aurora

Description: CITY OF MUSKEGON CHAMPOUX ADDITION LOT 18

8-Parcel # 24-205-013-0011-00

Address: 460 Jackson

Description: CITY OF MUSKEGON REVISED PLAT OF 1903 LOT 11 BLK 13

9-Parcel # 24-205-045-0008-00

Address: 427 Oak

Description: CITY OF MUSKEGON REVISED PLAT OF 1903 LOT 8 BLK 45 EX S 12 FT FOR ALLEY

10-Parcel # 24-205-054-0012-10

Address: 534 Allen

Description: CITY OF MUSKEGON REVISED PLAT OF 1903 E 88 FT LOTS 12-13 BLK 54

11-Parcel # 24-205-069-0004-00

Address: 499 Ada

Description: CITY OF MUSKEGON REVISED PLAT OF 1903 LOT 4 BLK 69

12-Parcel # 24-205-077-0001-00

Address: 1115 Chestnut

Description: CITY OF MUSKEGON REVISED PLAT 1903 LOT 1 BLK 77

13-Parcel # 24-205-093-0005-00

Address: 489 McLaughlin

Description: CITY OF MUSKEGON REVISED PLAT 1903 LOT 5 BLK 93

14-Parcel # 24-205-141-0006-10

Address: 288 Jackson

Description: CITY OF MUSKEGON REVISED PLAT OF 1903 W 31 FT OF E 66 FT LOT 6 BLK 141

15-Parcel # 24-205-141-0008-00

Address: 308 Jackson

Description: CITY OF MUSKEGON REVISED PLAT OF 1903 E 1/2 LOT 8 BLK 141

16-Parcel # 24-205-150-0006-10

Address: 356 Sumner

Description: CITY OF MUSKEGON REVISED PLAT OF 1903 SE 42 FT LOT 6 BLK 150

17-Parcel # 24-205-201-0005-00

Address: 275 Myrtle

Description: CITY OF MUSKEGON REVISED PLAT 1903 LOTS 5 & 6 & THAT PART OF LOT 4 DESC AS COM @ NW COR LOT 9 TH E 8 FT TH N 12.5 FT TH NWLY 14FT TH S 25 FT TO BEG BLK 201

18-Parcel # 24-205-273-0002-00

Address: 181 Irwin

Description: CITY OF MUSKEGON REVISED PLAT OF 1903 W 53 FT LOT 2 BLK 273

19-Parcel # 24-205-307-0007-00

Address: 1778 Pine

Description: CITY OF MUSKEGON REVISED PLAT OF 1903 S 21.6 FT LOT 7 & N 22.4 FT LOT 8 BLK 307

20-Parcel # 24-205-374-0007-00

Address: 462 Washington

Description: CITY OF MUSKEGON REVISED PLAT OF 1903 W 39 1/2 FT LOT 7 BLK 374

21-Parcel # 24-205-375-0001-00

Address: 1357 7th

Description: CITY OF MUSKEGON REVISED PLAT OF 1903 LOT 1 EX W 40 FT BLK 375

22-Parcel # 24-205-390-0007-00

Address: 330 Washington

Description: CITY OF MUSKEGON REVISED PLAT OF 1903 LOT 7 BLK 390

23-Parcel # 24-205-397-0012-10

Address: 189 Strong

Description: CITY OF MUSKEGON REVISED PLAT OF 1903 E 20 3/4 FT LOT 12 & W 19 1/4 FT LOT 13 BLK 397

24-Parcel # 24-205-401-0001-10

Address: 1370 Sanford

Description: CITY OF MUSKEGON REVISED PLAT OF 1903 S 32 1/4 FT OF N 63 1/2 FT OF W 106 FT 2 1/2 IN LOT 1 BLK 401

25-Parcel # 24-205-407-0004-00

Address: 1456 Park

Description: CITY OF MUSKEGON REVISED PLAT OF 1903 LOT 4 BLK 407

26-Parcel # 24-205-419-0007-00

Address: 1542 7th

Description: CITY OF MUSKEGON REVISED PLAT OF 1903 W 81 FT LOT 7 BLK 419

27-Parcel # 24-290-001-0008-00

Address: 1996 Park

Description: CITY OF MUSKEGON ERWIN & KEATINGS ADDITION BLK 1 LOT 8

28-Parcel # 24-590-002-0010-00

Address: 733 Marcoux

Description: CITY OF MUSKEGON MARCOUX SUB DIV OF BLK 38 LOT 10 & E 30 FT LOT 11 BLK 2

29-Parcel # 24-611-000-0259-00

Address: 1364 Wesley

Description: CITY OF MUSKEGON URBAN RENEWAL PLAT NO 2 LOT 259

30-Parcel # 24-745-000-0016-00

Address: 1282 Fleming

Description: CITY OF MUSKEGON ROSELINDE ADD LOT 16

31-Parcel # 24-762-001-0018-00

Address: 1866 Smith

Description: CITY OF MUSKEGON SUB DIV OF PART OF LOT 1 BLK 1 R P EASTONS 2ND SUB DIV PART OF SEC 32 T10N R16W LOT 18 BLK 1

32-Parcel # 24-796-003-0014-00

Address: 1968 Hoyt

Description: CITY OF MUSKEGON TERRACE ST ADD BLK 3 LOT 14

33-Parcel # 24-890-000-0020-00

Address: 1874 Manz

Description: CITY OF MUSKEGON WHARNCLIFFE GROVE A SUB DIV PART BLK 2 R P EASTONS 2ND SUB DIV PART OF SEC 32 T10N R16W LOT 20

Legal Descriptions that Will be Accepted are as Follows:

1-Parcel # 24-205-022-0011-00

Address: 505 Alva

Description: CITY OF MUSKEGON REVISED PLAT OF 1903 LOT 11 BLK 22

2-Parcel # 24-205-078-0003-00

Address: 441 E Isabella

Description: CITY OF MUSKEGON REVISED PLAT 1903 LOT 3 BLK 78

3-Parcel # 24-205-089-0026-00

Address: 776 Catawba

Description: CITY OF MUSKEGON REVISED PLAT 1903 W 75 FT LOT 26 AND S 15 FT OF W 75 FT LOT 27 BLK 89

4- Parcel # 24-205-092-0001-00

Address: 589 McLaughlin

Description: CITY OF MUSKEGON REVISED PLAT 1903 LOT 1 BLK 92

5-Parcel # 24-205-095-0001-50

Address: 1290 Wood

Description: CITY OF MUSKEGON REVISED PLAT OF 1903 PART OF BLK 95
DESC AS PART OF NLY 1/2 OF VAC NIMS AVE LYING NELY OF BLK 96 &
PART OF PERE MARQUETTE RR ROW LYING NELY OF & ADJ TO SD VAC
NIMS AVE DESC AS FOLS COM @ INTER OF E LN WOOD ST & SLY LN OF
CATAWBA AVE TH S 00D 06M 25S E ALG E LN WOOD ST 105.54 FT TO POB TH
SELY ALG ARC OF CURVE TO LT AN ARC DIST 710.15 FT SD CURVE DATA
BEING (DELTA=07D 01M 40S R=5789.58 FT LC= 709.7 FT LCB=S 38D 43M 16S E)
TH S 48D 09M 25S W 75.12 FT TO CL VAC NIMS ST TH NWLY ALG ARC OF
CURVE TO RT AN ARC DIST 602.74 FT (DELTA=03D 36M 44S R=9560.3 FT
LC=602.64 FT LCB=N 40D 02M 13S W) TO E LN WOOD ST TH N 00D 06M 25S W
ALG SD LN 142.45 FT TO POB SUBJ TO ESMTS OR RESERVATION OF REC OR
APPARENT (SPLIT 10/19/99)

6-Parcel # 24-205-215-0006-00

Address: 974 Spring

Description: CITY OF MUSKEGON REVISED PLAT 1903 LOT 6 & PART LOT 5
DESC AS: COM AT SW COR LOT 5 TH NWLY ALG SWLY LN SD LOT 50 FT TH
NELY PAR WITH SELY LN SD LOT 5 46 FT TH E PAR WITH S LN ALLEN AVE
TO E LN SD LOT TH S ALG E LN SD LOT TO SE COR TH'OF TH SWLY ALG
SELY LN SD LOT 68 FT TO POB BLK 215

7-Parcel # 24-205-236-0012-00

Address: 247 Delaware

Description: CITY OF MUSKEGON REVISED PLAT OF 1903 W 1/2 LOT 12 BLK
236

8-Parcel # 24-205-248-0012-10

Address: 1082 Sophia

Description: CITY OF MUSKEGON REVISED PLAT OF 1903 SLY 29 FT OF WLY
80 FT & 3/8 IN OF LOT 2 BLK 248 TOGETHER WITH AN ESMT FOR DRIVEWAY
PURPOSES OVER THE SLY 4 FT OF NLY 37 FT OF WLY 80 FT & 3/8 IN OF SD
LOT & BLK TOGETHER WITH THE NLY 4 FT OF SLY 29 FT OF WLY 80 FT & 3/8
IN

9-Parcel # 24-205-249-0002-00

Address: 1160 Ambrosia

Description: CITY OF MUSKEGON REVISED PLAT OF 1903 LOT 2 & N 1/2 LOT 3
BLK 249

10-Parcel # 24-205-263-0012-10

Address: 355 McLaughlin

Description: CITY OF MUSKEGON REVISED PLAT OF 1903 BLK 263 E 1/2 LOT 12

11-Parcel # 24-205-264-0010-00

Address: 307 McLaughlin

Description: CITY OF MUSKEGON REVISED PLAT OF 1903 LOT 10 BLK 264

12-Parcel # 24-205-264-0011-00

Address: 301 McLaughlin

Description: CITY OF MUSKEGON REVISED PLAT OF 1903 WLY 40 FT LOT 11 & NLY 32 FT LOT 6 BLK 264

13-Parcel # 24-205-273-0016-00

Address: 1431 Hoyt

Description: CITY OF MUSKEGON REVISED PLAT OF 1903 LOT 16 BLK 273

14-Parcel # 24-205-274-0006-00

Address: 1440 Jiroch

Description: CITY OF MUSKEGON REVISED PLAT OF 1903 LOT 6 BLK 274

15-Parcel # 24-205-279-0003-00

Address: 1518 Jiroch

Description: CITY OF MUSKEGON REVISED PLAT OF 1903 S 29 FT LOT 2, LOT 3, & N 8 FT LOT 4 BLK 279

16-Parcel # 24-205-283-0009-10

Address: 326 E Forest

Description: CITY OF MUSKEGON REVISED PLAT OF 1903 E 1/2 LOT 9 & E 66.35 FT OF S 4 FT LOT 8 BLK 283

17-Parcel # 24-205-297-0013-10

Address: 328 E Larch

Description: CITY OF MUSKEGON REVISED PLAT OF 1903 LOTS 13 & 14 EXC W 62 FT TH'OF BLK 297

18-Parcel # 24-205-364-0008-10

Address: 1141 Jefferson

Description: CITY OF MUSKEGON REVISED PLAT OF 1903 S 68 FT LOT 8 BLK 364

19-Parcel # 24-205-367-0008-10

Address: 254 Monroe

Description: CITY OF MUSKEGON REVISED PLAT OF 1903 E 40 FT LOT 8 BLK 367

20-Parcel # 24-205-370-0011-10

Address: 398 Monroe

Description: CITY OF MUSKEGON REVISED PLAT OF 1903 E 27 FT OF LOT 11 BLK 370

21-Parcel # 24-205-376-0007-00

Address: 1360 7th

Description: CITY OF MUSKEGON REVISED PLAT OF 1903 SLY 47 FT OF NLY 98 FT OF SW 66 FT OF LOT 7 BLK 376

22-Parcel # 24-205-376-0007-20

Address: 388 Merrill

Description: CITY OF MUSKEGON REVISED PLAT OF 1903 ELY 66 FT OF WLY
132 FT LOT 7 EXC NLY 20 FT BLK 376

23-Parcel # 24-205-387-0007-00

Address: 248 Mason

Description: CITY OF MUSKEGON REVISED PLAT OF 1903 N 1/2 LOT 7 & W 26.7
FT OF S 1/2 LOT 7 BLK 387

24-Parcel # 24-205-388-0006-20

Address: 1342 6th St.

Description: CITY OF MUSKEGON REVISED PLAT OF 1903 SELY 44 FT OF
SWLY 26 FT LOT 5 & SELY 44 FT OF LOT 6 BLK 388

25-Parcel # 24-205-413-0010-00

Address: 1531 Beidler

Description: CITY OF MUSKEGON REVISED PLAT OF 1903 N 82.25 FT OF LOTS
10 & 11 EXC THE W 10 FT OF N 41.5 FT LOT 11 BLK 413

26-Parcel # 24-205-419-0001-00

Address: 355 W Grand

Description: CITY OF MUSKEGON REVISED PLAT OF 1903 W 46 FT LOTS 1 & 2
BLK 419

27-Parcel # 24-205-428-0007-00

Address: 340 W Forest

Description: CITY OF MUSKEGON REVISED PLAT OF 1903 LOT 7 BLK 428

28-Parcel # 24-205-441-0003-00

Address: 1639 5th

Description: CITY OF MUSKEGON REVISED PLAT OF 1903 LOT 3 EXC S 5.5 FT
TH'OF INCLUDING S 8 FT LOT 2 EXC W 44 FT TH'OF BLK 441

29-Parcel # 24-205-484-0004-00

Address: 1067 W Grand

Description: CITY OF MUSKEGON REVISED PLAT OF 1903 BLK 484 LOT 4 & S 16
1/2 FT OF GRAND AVE ABUTTING SAME

30-Parcel # 24-670-000-0018-00

Address: 907 Ireland

Description: CITY OF MUSKEGON ORCHARD HILL A SUB OF LOT 6 & S 44 FT
LOTS 2,4 & 5 OF BLK 505 LOT 18

Adopted this 12th day of December, 2017

Ayes:

Nays:

Absent:

By: _____
Stephen Gawron, Mayor

Attest: _____
Ann Marie Meisch, MMC
Clerk

CERTIFICATION

I hereby certify that the foregoing constitutes a true and complete copy of a resolution adopted by the City Commission of the City of Muskegon, County of Muskegon, Michigan at a regular meeting held on December 12, 2017.

By: _____
Ann Marie Meisch, MMC
Clerk

AGENDA ITEM NO. _____
CITY COMMISSION MEETING _____

TO: Honorable Mayor and City Commissioners

FROM: Frank Peterson, City Manager

DATE: December 10, 2017

RE: Non-Represented Wages and Benefits

SUMMARY OF REQUEST:

Staff is recommending the following wage and benefit changes effective January 1, 2018:

1. 1% cost of living adjustment
2. 1% increase in residency incentive
3. Amendment to the vacation time conversion policy and sick time cash-out policy to allow for unlimited vacation time conversion to sick time (currently limited to 120 hours annually), as well as unlimited sick time cash out annually (currently limited to 160 hours annually).
4. Increase in annual tuition reimbursement from \$1,000 to \$2,000
5. Expansion of tuition reimbursement program to all city employees – regardless of bargaining affiliation or representation.

Staff is further recommending expansion of the residency incentive to SEIU (1%), MPFU (1%), POLC (2%), and COAM (2%) bargaining units effective July 1, 2018.

FINANCIAL IMPACT:

Items 1-5: \$30,224 annually. Residency incentive expansion: \$18,485 annually.

BUDGET ACTION REQUIRED:

The proposed changes are currently funded in the FY 2017-18 Budget

STAFF RECOMMENDATION:

To approve the non-represented wage and benefit structure, as presented.

COMMITTEE RECOMMENDATION:

CITY OF MUSKEGON

2018 WAGE MATRIX FOR NON-UNION PART-TIME AND LIMITED TERM EMPLOYEES

Michigan Minimum Wage is \$9.25 as of January 1, 2018

<u>JOB TITLE</u>	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>	<u>STEP 5</u>	<u>STEP 6</u>	<u>STEP 7</u>
GRADE 1							
GRADE 2	10.00	10.50	11.00	11.50			
BUILDING FACILITY CARETAKER							
GRADE 3	10.00	10.50	11.00	11.50	12.00	12.50	13.00
INTERN, EXCLUDING PARK INTERN							
GRADE 4	10.00	10.50	11.00	11.50			
MARINA AIDE							
PARK RANGER							
GRADE 5	10.50	11.00	11.50	12.00	12.50	13.00	
FACILITY SUPERVISOR I							
SCHOOL CROSSING GUARD							
BEACH/PARK RANGERS (PUBLIC SAFETY)							
GRADE 6	11.50	12.00	12.50	13.50	14.50	15.50	16.50
FACILITY SUPERVISOR II							
ASSISTANT HARBOR MASTER							
GRADE 7	12.00	12.50	13.00	14.00	15.00	16.00	17.00
PARK INTERN							
GRADE 7 A	12.50	13.00	14.00	15.00	16.00	17.00	18.00
HARBOR MASTER							
GRADE 7 B	14.7	15.23	15.75				
POLICE RECRUIT							
	<i>START</i>	<i>500 HRS</i>	<i>1,000 HRS</i>	<i>SERVICE</i>			
GRADE 8							
BOARD OF CANVASSERS	\$10.00	per hour up to a maximum of \$65 per day					
BOARD OF REVIEW	\$75.00	per day					
RECEIVING BOARD	\$60.00	per day					
ELECTION WORKERS (INSPECTORS	\$10.00	per hour					
ELECTION WORKER CHAIRPERSON	\$12.50	per hour					
ELECTION WORKER CO-CHAIRPER	\$11.50	per hour					
GRADE 9 A	15.00	15.38	15.76	16.15	16.56	16.97	17.40
EVENT SECURITY MANAGER							
GRADE 9 B	19.11	20.07	21.07	22.12	23.23		
PART TIME POLICE OFFICER							
	<i>START</i>	<i>1,000 HRS</i>	<i>2,000 HRS</i>	<i>SERVICE</i>			

2108 NON-UNION SALARY SCHEDULE

CLASSIFICATION	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10	STEP 11
RANGE A	\$ 84,621.12	\$ 87,396.64	\$ 90,172.16	\$ 92,946.64	\$ 95,722.16	\$ 98,498.72	\$ 101,261.76	\$ 104,048.73	\$ 106,824.25	\$ 109,599.77	\$ 112,376.33
RANGE B	\$ 79,171.28	\$ 80,785.28	\$ 82,399.28	\$ 84,013.28	\$ 85,627.28	\$ 87,241.29	\$ 88,855.29	\$ 90,469.29	\$ 92,083.29	\$ 93,697.29	\$ 95,311.29
RANGE C	\$ 73,008.47	\$ 74,835.94	\$ 76,663.41	\$ 78,490.89	\$ 80,318.36	\$ 82,145.84	\$ 83,973.31	\$ 85,800.78	\$ 87,628.26	\$ 89,455.73	\$ 91,283.20
RANGE D	\$ 61,366.26	\$ 63,366.75	\$ 65,367.25	\$ 67,368.79	\$ 69,368.24	\$ 71,368.74	\$ 73,369.24	\$ 75,368.69	\$ 77,371.27	\$ 79,371.77	\$ 81,371.23
RANGE E	\$ 57,176.07	\$ 59,107.55	\$ 61,039.04	\$ 62,970.52	\$ 64,902.00	\$ 66,833.49	\$ 68,764.97	\$ 70,696.45	\$ 72,627.94	\$ 74,559.42	\$ 76,490.91
RANGE F	\$ 49,802.88	\$ 51,453.39	\$ 53,103.90	\$ 54,754.41	\$ 56,404.92	\$ 58,055.44	\$ 59,705.95	\$ 61,356.46	\$ 63,006.97	\$ 64,657.48	\$ 66,308.03
RANGE G	\$ 42,429.68	\$ 43,798.71	\$ 45,167.75	\$ 46,538.86	\$ 47,907.90	\$ 49,276.93	\$ 50,644.92	\$ 52,042.32	\$ 53,385.08	\$ 54,756.19	\$ 56,125.23
RANGE H	\$ 37,548.59	\$ 38,754.30	\$ 39,960.00	\$ 41,168.83	\$ 42,374.54	\$ 43,581.29	\$ 44,787.00	\$ 45,993.74	\$ 47,200.49	\$ 48,407.24	\$ 49,613.99
RANGE I	\$ 33,280.00	\$ 34,278.40	\$ 35,306.75	\$ 36,365.95	\$ 37,456.93	\$ 38,580.64	\$ 39,738.00	\$ 40,930.20	\$ 42,158.11	\$ 43,422.85	\$ 44,725.54

Date: December 12, 2017
To: Honorable Mayor and City Commissioners
From: City Manager
RE: Bicycle Ordinance

SUMMARY OF REQUEST: To adopt the proposed ordinance containing rules to govern a driver of a motor vehicle overtaking a bicycle proceeding in the same direction.

FINANCIAL IMPACT: None

BUDGET ACTION REQUIRED: None

STAFF RECOMMENDATION: To adopt the ordinance as presented.

CITY OF MUSKEGON
COUNTY OF MUSKEGON
STATE OF MICHIGAN

AN ORDINANCE TO ADD SECTION 92-33 OF THE CITY OF MUSKEGON CODE OF
ORDINANCES TO ADDRESS THE PASSING OF BICYCLES

ORDINANCE NO. _____

THE CITY OF MUSKEGON ORDAINS:

Section 92-33. Rule 598 of Article III of Chapter 92 of the City of Muskegon City Code is added to read as follows:

- (1) **Rule 598. – Passing of bicycles.** Except when overtaking and passing on the right is permitted, the following rules shall govern a driver of a motor vehicle overtaking a bicycle proceeding in the same direction:
- a. If there is more than one lane for traffic proceeding in the same direction, move the vehicle to the lane to the immediate left, if the lane is available and moving into the lane is reasonably safe.
 - b. If there is only one lane for traffic proceeding in the same direction, pass to the left of the person operating a bicycle at a safe distance, which must be not less than 5 feet between any portion of the vehicle and the bicycle, and shall not move again to the right side of the highway until the vehicle is safely clear of the overtaken person operating a bicycle
 - c. The driver of a motor vehicle may drive to the left of the center of a roadway, including when a no passing zone is marked, to pass a person operating a bicycle only if the roadway to the left of the center is unobstructed for a sufficient distance to permit the driver to pass the person operating the bicycle safely and avoid interference with oncoming traffic. This paragraph does not authorize driving on the left side of the center of the roadway when otherwise prohibited by local ordinance or state law.
 - d. Any person violating the provision of this Section shall be responsible for a municipal civil infraction.
- (2) Severability. Should any part of this ordinance be held invalid by a court of competent jurisdiction, the remaining parts shall be severable and shall continue in full force and effect.

(3) Ordinance Repeal. All ordinances in conflict with the provisions of this ordinance are hereby repealed.

(4) Effective Date. This ordinance shall be effective 10 days after adoption and publication.

Ann Marie Meisch, City Clerk

Introduced:

Adopted:

Published:

Effective:

Date: 12/04/2017

To: Honorable Mayor and City Commissioners

From: Department of Public Works - Filtration

RE: Control System Upgrades - Water Filtration Plant -Administration Building

SUMMARY OF REQUEST:

Authorize staff to enter into a professional services agreement for control system upgrades at Water Filtration Plant with Tetrtech per their proposal for \$192,000.

FINANCIAL IMPACT:

\$192,000

BUDGET ACTION REQUIRED:

None.

STAFF RECOMMENDATION:

Authorize staff to enter into an agreement with Tetrtech for a cost of \$192,000.



TETRA TECH

November 27, 2017

Transmitted Electronically

Mr. Sanjeev Mungarwadi
Muskegon Water Filtration Plant Superintendent
1900 Beach Street
Muskegon, MI 49441

**Re: *Muskegon Water Filtration Plant
Control System Upgrades Design, Programming, Bidding and Startup Services.***

Dear Mr. Mungarwadi:

Thank you for the opportunity to submit our professional services proposal to assist the City of Muskegon with upgrading the Water Filtration Plant (WFP) and remote facilities programmable logic controllers (PLCs).

Tetra Tech has been involved with the City of Muskegon WFP control system since the early 1990's and continues to serve the City of Muskegon with control system design, implementation and programming tasks from a verity of our most experienced engineering staff, some who have been involved with engineering related tasks for the City for nearly 30 years.

Our service to the City of Muskegon includes design and implementation of the entire existing control system, including the remote pump stations & tanks as well as many upgrades at the WFP. Tetra Tech staff are always a phone call away and have assisted the WFP staff on many occasions, including outside of normal business hours.

Based on our discussions it our understanding that you would like to upgrade the WFP and several remote facility PLC's along with the WFP Wonderware SCADA software. It is our understanding that you plan to replace the current PLC-5 processors and related input/output (I/O) cards with Allen-Bradley ControlLogix L7x series processors and I/O for the following control panels:

- Main Processor Panel (MPP):
 - o Upgrade existing MPP PLC's, Communication and Redundancy cards to be compatible with the latest Rockwell equipment.
 - o MPP Rack 11 & 12
 - o Pretreatment Building Control Panel I/O
 - o 1972 High Service Pump Station Control Panel I/O



- o 1928 Pump Station Control Panel I/O
 - o 1963 Low Service Pump Station Control Panel I/O
 - o Filter Control Panel No. 1 I/O (All 4 racks)
 - o Filter Control Panel No. 2 I/O (2 racks)
- Multipurpose PLC and associated I/O.
- Elevated Tank upgrades for Nims, Roberts, Marshall and Harvey.
- Upgrade Harvey Booster Station PLC and related I/O.

The end-goal is to achieve replacement of the ageing PLC-5 and SLC 500 type processors and related I/O for the WFP and related remote facilities (excluding Township and County sites).

Tetra Tech proposes an approach that essentially places the new ControlLogix equipment in parallel with the existing PLC5 equipment then existing wiring will be migrated on a rack-by-rack basis utilizing the Rockwell wiring migration kits. This will minimize operational disruptions.

In addition you desire system programming and onsite field work to upgrade the existing Wonderware computer system software from the existing Wonderware 2012 to the latest version 2017 on City provided computer hardware.

Recommendations

The Main Processor Panel (MPP) PLC was updated to ControlLogix around 2005 but the existing components need to be updated to work with the latest Rockwell Ethernet communication cards. The related MPP input/output (I/O) rack components remain the older PLC-5 type and are over 20 years old and should be considered for replacement due to their age. This also applies to the Allen-Bradley PLC-5 & SLC 500 equipment at the remote sites (Elevated Tanks and Booster Stations) excluding the County and Township sites.

In addition it should be known that Rockwell (Allen-Bradley) has fully retired the PLC-5 line of programmable logic equipment including all PLC's, I/O cards and related equipment. The equipment is no longer available for purchase from the manufacture.

A migration project will require hardware upgrades and programming modification of the existing PLC-5 and remote SLC 5/03 PLC programs to the newer Logix style programs as well as revise the existing Wonderware Intouch HMI software input/output (I/O) drivers & tag-name database as well as the Wonderware Historian to achieve communications to the new logic controllers and associated hardware.

To minimize impact to the daily operations of the treatment plant Tetra Tech recommends the use of the Allen-Bradley PLC-5 wiring migration solution kits which utilizes a PLC-5 backplane replacement plate and pre-wired ControlLogix connection

wiring. This is the most cost effective and least disruptive method to migrate to the new PLC platform based on our experience with these types of projects. This will substantially reduce the labor that would normally be required by an electrician.

The migration kits would allow a contractor to perform the installation in the shortest amount of time thus minimizing operational disruptions. Tetra Tech would provide required programming, on/off site technical assistance, and onsite system commissioning services.

PROJECT SEQUENCE

1. Tetra Tech to conduct a kickoff meeting to discuss design details.
2. Tetra Tech to prepare system one-line diagram depicting new PLC and network equipment.
3. Tetra Tech to provide mark-up of existing control panel drawings depicting new PLC and networking equipment.
4. Tetra Tech to prepare a complete equipment bill-of-material for Owner purchase.
5. Owner to order equipment from BOM (direct purchase).
6. Owner to inventory equipment upon delivery to site.
7. Tetra Tech to convert existing PLC programs to new Logix style.
8. Tetra Tech to upgrade the Wonderware HMI software to work with the new PLC's.
9. Tetra Tech to provide bidding assistance to assist the City with procuring a contractor for equipment installation.
10. Tetra Tech to conduct a pre-bid conference at the WFP.
11. Tetra Tech to provide onsite startup assistance as described below.
12. Tetra Tech to assist the City with upgrading the existing Wonderware software from version 2012 to the latest version 2017.
13. Tetra Tech to assist the City with creating a new system overview HMI screen.
14. Tetra Tech to assist the City with onsite assistance with existing Wonderware graphic re-arrangement as directed by Owner.

ESTIMATED CONSTRUCTION COST

Estimated construction costs are as follows. These costs are in addition to our (this proposal) engineering design, programming and startup assistance fee. Due to your possible budget constraints we have broken out the cost of upgrading the Water Filtration Plant and Remote sites upgrades as they could be done in separate fiscal years. Also note that contingency money has not been included in the estimates.

WATER FILTRATION PLANT and REMOTE SITES

- PLC Hardware \$260,000



• Network Upgrades	\$60,000
• Contractor Installation Labor	\$65,000
TOTAL	\$385,000

TOTAL (est.) w/ engineering/programming (this proposal) \$577,000

* Assumes Wonderware software upgrades and hardware to be purchased under separate contract (budget).

SCOPE OF WORK

DESIGN

- Conduct an onsite meeting to discuss the proposed design.
- Prepare an updated system one-line utilizing Ethernet as the remote I/O network.
- Prepare a complete equipment bill-of-material to be submitted to the City of Muskegon.
 - Bill of material to include all system upgrade hardware components.
- Provide revised (mark-up of existing) control panel drawings showing new ControlLogix PLC's, I/O equipment and network revisions. Note: Drawings will be revised with hardcopy, electronic AutoCAD and PDF files delivered to the City.
 - I/O network will be upgraded to Ethernet and allow Ethernet input/output (I/O) traffic. Fiber optics will be utilized where possible.
 - The above task will include a recommended sequence of replacement document including notes on communication wiring upgrades.
 - Drawings will reflect changes in power feed.

Tetra Tech will produce updated control panel drawings for each control panel.

PROGRAMMING

- Convert/upgrade WFP MPP PLC program to newer Rockwell Logix based programs.
- Convert/upgrade WFP Multipurpose PLC program to newer Rockwell Logix based programs.
- Convert/upgrade Nims Tank, Roberts Tank, Marshall Tank, Harvey BS and Harvey Tank PLC programs to newer Rockwell Logix based programs.
- Update the Wonderware tag-name database of the exiting WFP application to allow communication to the updated (new) PLC's.
- Update the WFP Wonderware Historian tag-name database to communicate to the new ControlLogix PLC's.



- Assist the City with Wonderware software upgrade procurement through Wonderware North.
- Upgrade the current Wonderware Intouch application (version 2012) to the latest Wonderware Intouch (version 2017).
- Upgrade the Wonderware Historian software to the latest version.
- Upgrade the Wonderware Historian client software to the latest version.
- Update the two laptop or thick client computers.
- Setup new Wonderware license server.
- Convert the existing Wonderware SCADAalarm software to WIN-911, install WIN-911 and test.
- Commission new software and deploy updates to existing terminal client computers.
- Assist the City with creation of a new system overview screen that depicts the major distribution facility status onto a map like graphic for easy identification of system status. We have budgeted a total of 40-hours for this task.
- Tetra Tech will provide onsite assistance with existing Wonderware graphic re-arrangement as directed by Owner. We have budgeted a total of 40-hours for this task.

BIDDING

- Tetra Tech will assist the City of Muskegon in preparing front-end contract documents. We have budgeted a total of 8-hours for this task.
- Provide one (1) copy of the Contract Documents (engineering drawings and specifications) and any addenda, which may be issued to bidding service agencies, such as Dodge Reports. Additional sets required for bidding will be sold to bidders or others for a nominal fee approximately equal to the cost of printing and handling.
- Conduct one (1) pre-bid meeting, maximum of one (1) days at OWNERS office.
- Respond to questions and prepare and issue addenda as required to interpret, clarify or expand the bidding documents.
- Review and evaluate the apparent low bidder's qualifications for undertaking the work.
- Consult with and advise the City as to the acceptability of subcontractors and other persons and organization proposed by the prime contractor (hereinafter called "Contractor") of those portions of the work as such acceptability is required by the bidding documents.
- Assist the City in evaluating bids and make recommendation of the award of the contract; and assist the City in obtaining the insurance, performance bond and payment bond certificates and other such submittal items required from the Contractor by the contract documents so that construction of the project can commence.

STARTUP ASSISTANCE

- Provide onsite system startup including the following tasks:
 - o Tetra Tech will provide onsite installation coordination for each of the following PLC's:
 - WFP MPP PLC
 - Multipurpose PLC
 - Nims Tank PLC
 - Roberts Tank PLC
 - Marshall Tank PLC
 - Harvey Booster Station
 - Harvey Tank PLC

Items below (*italics*) are assumed to be completed by a Contractor procured by City with oversight from Tetra Tech.

- *Install the PLC-5 conversion mounting assembly base plate (Completed by Contractor procured by City)*
 - *Install the PLC-5 conversion modules (Completed by Contractor procured by City)*
 - *Install the PLC-5 pre-wired conversion cables (Completed by Contractor procured by City)*
 - *Install the PLC conversion assembly cover plate (Completed by Contractor procured by City)*
 - *Install ControlLogix Chassis (Completed by Contractor procured by City)*
 - *Install ControlLogix Processor and associated IO cards (Completed by Contractor procured by City)*
 - o Update PLC hardware to the latest firmware revision including MPP redundancy modules and communication cards.
 - o Provide PLC software commissioning for each control panel MPP, Multipurpose, Nims Tank, Roberts Tank, Marshall Tank, Harvey BS, and Harvey Tank.
- Tetra Tech will provide onsite startup services to fully install the new Wonderware software including onsite setup and testing on City procured computing hardware.
- Provide 8 hours of onsite training as follows (not limited to this scope):
 - o Identify components and their function
 - o Explain communication protocols.
 - o Backing up critical program data.
 - o Component troubleshooting
- Provide 8 hours of remote support (VPN) time to resolve issues after system commissioning.

ASSUMPTIONS

Tetra Tech assumes the following:

- All control panel drawings are documented and available in electronic form.
- The City will direct purchase all necessary hardware.
- City will provide all project related computer hardware and software.
- City will provide all required Wonderware license upgrades.

COMPENSATION

Compensation for the professional services for this project will be based on time and materials at a not to exceed fee of:

Design	\$44,000
Programming	\$72,000
Bidding	\$9,000
Startup	\$67,000
TOTAL	\$192,000

If you concur with our proposal, please sign in the space provided below and return one original signed copy of this proposal to indicate your authorization to proceed. A return envelope is enclosed for your convenience. Our Standard Terms and Conditions are attached and considered a part of this proposal.

SCHEDULE

We are prepared to begin work immediately upon receipt of your written authorization to proceed. A preliminary schedule is presented below:

- | | |
|--|----------------------------|
| • System design | Jan/Feb 2018 (6 weeks) |
| • Project Bidding | March 2018 (3 weeks) |
| • System Programming | March/April 2018 (6 weeks) |
| • Computer Software/Hardware Procurement | March/April 2018 (3 weeks) |
| • Onsite System Startup | |
| o Wonderware Software Upgrades | May 2018 (2 weeks) |
| o WFP PLC Upgrades | May/June 2018 (2 weeks) |
| o Remote Site PLC Upgrades | June 2018 (2 weeks) |

CONCLUSION

We look forward to working with you on this important project. If you need additional information, please call me at (734) 213-5075.



TETRA TECH

Sincerely,

Mick S. Jones, P.E.
Senior Project Manager

Encl.: Standard Terms and Conditions

Copy: Accounting (w/encl.)

PROPOSAL ACCEPTED BY _____

TITLE _____ **DATE** _____

Control System Upgrades Design, Programming, Bidding and Startup Services Proposal



Tetra Tech of Michigan, PC

Engineering Services Standard Terms & Conditions

Services Consultant will perform services for the Project as set forth in Attachment A and in accordance with these Terms & Conditions. Consultant has developed the Project scope of service, schedule, and compensation based on available information and various assumptions. The Client acknowledges that adjustments to the schedule and compensation may be necessary based on the actual circumstances encountered by Consultant in performing their services. Consultant is authorized to proceed with services upon receipt of an executed Agreement.

Compensation In consideration of the services performed by Consultant, the Client shall pay Consultant in the manner set forth above. The parties acknowledge that terms of compensation are based on an orderly and continuous progress of the Project. Compensation shall be equitably adjusted for delays or extensions of time beyond the control of Consultant. Where total project compensation has been separately identified for various tasks, Consultant may adjust the amounts allocated between tasks as the work progresses so long as the total compensation amount for the project is not exceeded.

Fee Definitions The following fee types shall apply to methods of payment:

- **Salary Cost** is defined as the individual's base salary plus customary and statutory benefits. Statutory benefits shall be as prescribed by law and customary benefits shall be as established by Consultant employment policy.
- **Cost Plus** is defined as the individual's base salary plus actual overhead plus professional fee. Overhead shall include customary and statutory benefits, administrative expense, and non-project operating costs.
- **Lump Sum** is defined as a fixed price amount for the scope of services described.
- **Standard Rates** is defined as individual time multiplied by standard billing rates for that individual.
- **Subcontracted Services** are defined as Project-related services provided by other parties to Consultant.
- **Reimbursable Expenses** are defined as actual expenses incurred in connection with the Project.

Payment Terms Consultant shall submit invoices at least once per month for services performed and Client shall pay the full invoice amount within 30 days of the invoice date. Invoices will be considered correct if not questioned in writing within 10 days of the invoice date. Client payment to Consultant is not contingent on arrangement of project financing or receipt of funds from a third party. In the event the Client disputes the invoice or any portion thereof, the undisputed portion shall be paid to Consultant based on terms of this Agreement. Invoices not in dispute and unpaid after 30 days shall accrue interest at the rate of one and one-half percent per month (or the maximum percentage allowed by law, whichever is the lesser). Invoice payment delayed beyond 60 days shall give Consultant the right to stop work until payments are current. Non-payment beyond 70 days shall be just cause for termination by Consultant.

Additional Services The Client and Consultant acknowledge that additional services may be necessary for the Project to address issues that may not be known at Project initiation or that may be required to address circumstances that were not foreseen. In that event, Consultant shall notify the Client of the need for additional services and the Client shall pay for such additional services in an amount and manner as the parties may subsequently agree.

Site Access The Client shall obtain all necessary approvals for Consultant to access the Project site(s).

Underground Facilities Consultant and/or its authorized subcontractor will conduct research and perform site reconnaissance in an effort to discover the location of existing underground facilities prior to developing boring plans, conducting borings, or undertaking invasive subsurface investigations. Client recognizes that accurate drawings or knowledge of the location of such facilities may not exist, or that research may reveal as-built drawings or other documents that may inaccurately show, or not show, the location of existing underground facilities. In such events, except for the sole negligence, willful misconduct, or practice not conforming to the Standard of Care cited in this Agreement, Client agrees to indemnify and hold Consultant and/or its Subcontractor harmless from any and all property damage, injury, or economic loss arising or allegedly arising from borings or other subsurface penetrations.

Regulated Wastes Client is responsible for the disposal of all regulated wastes generated as a result of services provided under this Agreement. Consultant and Client mutually agree that Consultant assumes no responsibility for the waste or disposal thereof.

Contractor Selection Consultant may make recommendations concerning award of construction contracts and products. The Client acknowledges that the final selection of construction contractors and products is the Client's sole responsibility.

Ownership of Documents Drawings, specifications, reports, programs, manuals, or other documents, including all documents on electronic media, prepared under this Agreement are instruments of service and are, and shall remain, the property of Consultant. Record documents of service shall be based on the printed copy. Consultant will retain all common law, statutory, and other reserved rights, including the copyright thereto. Consultant will furnish documents electronically; however, the Client releases Consultant from any liability that may result from documents used in this form. Consultant shall not be held liable for reuse of documents or modifications thereof by the Client or its representatives for any purpose other than the original intent of this Agreement, without written authorization of and appropriate compensation to Consultant.

Standard of Care Services provided by Consultant under this Agreement will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. Consultant makes no warranty or guaranty, either express or implied. Consultant will not be liable for the cost of any omission that adds value to the Project.

Period of Service This Agreement shall remain in force until completion and acceptance of the services or until terminated by mutual agreement. Consultant shall perform the services for the Project in a timely manner consistent with sound professional practice. Consultant will strive to perform its services according to the Project schedule set forth in the provisions for Scope of Work/Fee/Schedule in Attachment A. The services of each task shall be considered complete when deliverables for the task have been presented to the Client. Consultant shall be entitled to an extension of time and compensation adjustment for any delay beyond Consultant control.

Insurance and Liability Consultant shall maintain the following insurance and coverage limits during the period of service. The Client will be named as an additional insured on the Commercial General Liability and Automobile Liability insurance policies.

Worker's Compensation – as required by applicable state statute

Commercial General Liability - \$1,000,000 per occurrence for bodily injury, including death and property damage, and \$2,000,000 in the aggregate

Automobile Liability –\$1,000,000 combined single limit for bodily injury and property damage

Professional Liability (E&O) - \$1,000,000 each claim and in the aggregate

The Client shall make arrangements for Builder's Risk, Protective Liability, Pollution Prevention, and other specific insurance coverage warranted for the Project in amounts appropriate to the Project value and risks. Consultant shall be a named insured on those policies where Consultant may be at risk. The Client shall obtain the counsel of others in setting insurance limits for construction contracts.

Indemnification Consultant shall indemnify and hold harmless the Client and its employees from any liability, settlements, loss, or costs (including reasonable attorneys' fees and costs of defense) to the extent caused solely by the negligent act, error, or omission of Consultant in the performance of services under this Agreement. If such damage results in part by the negligence of another party, Consultant shall be liable only to the extent of Consultant's proportional negligence.

Dispute Resolution The Client and Consultant agree that they shall diligently pursue resolution of all disagreements within 45 days of either party's written notice using a mutually acceptable form of mediated dispute resolution prior to exercising their rights under law. Consultant shall continue to perform services for the Project and the Client shall pay for such services during the dispute resolution process unless the Client issues a written notice to suspend work. Causes of action between the parties to this Agreement shall be deemed to have accrued and the applicable statutes of repose and/or limitation shall commence not later than the date of substantial completion.

Suspension of Work The Client may suspend services performed by Consultant with cause upon fourteen (14) days written notice. Consultant shall submit an invoice for services performed up to the effective date of the work suspension and the Client shall pay Consultant all outstanding invoices within fourteen (14) days. If the work suspension exceeds thirty (30) days from the effective work suspension date, Consultant shall be entitled to renegotiate the Project schedule and the compensation terms for the Project.

Termination The Client or Consultant may terminate services on the Project upon seven (7) days written notice without cause or in the event of substantial failure by the other party to fulfill its obligations of the terms hereunder. Consultant shall submit an invoice for services performed up to the effective date of termination and the Client shall pay Consultant all outstanding invoices, together with all costs arising out of such termination, within fourteen (14) days. The Client may withhold an amount for services that may be in dispute provided that the Client furnishes a written notice of the basis for their dispute and that the amount withheld represents a reasonable value.

Authorized Representative The Project Manager assigned to the Project by Consultant is authorized to make decisions or commitments related to the project on behalf of Consultant. Only authorized representatives of Consultant are authorized to execute contracts and/or work orders on behalf of Consultant. The Client shall designate a representative with similar authority. Email messages between Client and members of the project team shall not be construed as an actual or proposed contractual amendment of the services, compensation or payment terms of the Agreement.

Project Requirements The Client shall confirm the objectives, requirements, constraints, and criteria for the Project at its inception. If the Client has established design standards, they shall be furnished to Consultant at Project inception. Consultant will review the Client design standards and may recommend alternate standards considering the standard of care provision.

Independent Consultant Consultant is and shall be at all times during the term of this Agreement an independent consultant and not an employee or agent of the Client. Consultant shall retain control over the means and methods used in performing Consultant's services and may retain subconsultants to perform certain services as determined by Consultant.

Compliance with Laws Consultant shall perform its services consistent with sound professional practice and endeavor to incorporate laws, regulations, codes, and standards applicable at the time the work is performed. In the event that standards of practice change during the Project, Consultant shall be entitled to additional compensation where additional services are needed to conform to the standard of practice.

Permits and Approvals Consultant will assist the Client in preparing applications and supporting documents for the Client to secure permits and approvals from agencies having jurisdiction over the Project. The Client agrees to pay all application and review fees.

Limitation of Liability In recognition of the relative risks and benefits of the project to both the Client and Consultant, the risks have been allocated such that the Client agrees, to the fullest extent permitted by law, to limit the liability of Consultant and its subconsultants to the Client and to all construction contractors and subcontractors on the project for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, so that the total aggregate liability of Consultant and its subconsultants to all those named shall not exceed \$50,000 or the amount of Consultant's total fee paid by the Client for services under this Agreement, whichever is the greater. Such claims and causes include, but are not limited to negligence, professional errors or omissions, strict liability, breach of contract or warranty.

Consequential Damages Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither the Client nor Consultant, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected in any way to the project or to this Agreement. This mutual waiver of consequential damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation or any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict or implied warranty. Both the Client and Consultant shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in this project or with this Agreement.

Waiver of Subrogation Consultant shall endeavor to obtain a waiver of subrogation against the Client, if requested in writing by the Client, provided that Consultant will not increase its exposure to risk and Client will pay the cost associated with any premium increase or special fees.

Environmental Matters The Client warrants that they have disclosed all potential hazardous materials that may be encountered on the Project. In the event unknown hazardous materials are encountered, Consultant shall be entitled to additional compensation for appropriate actions to protect the health and safety of its personnel, and for additional services required to comply with applicable laws. The Client shall indemnify Consultant from any claim related to hazardous materials encountered on the Project except for those events caused by negligent acts of Consultant.

Cost Opinions Consultant shall prepare cost opinions for the Project based on historical information that represents the judgment of a qualified professional. The Client and Consultant acknowledge that actual costs may vary from the cost opinions prepared and that Consultant offers no guarantee related to the Project cost.

Contingency Fund The Client acknowledges the potential for changes in the work during construction and the Client agrees to include a contingency fund in the Project budget appropriate to the potential risks and uncertainties associated with the Project. Consultant may offer advice concerning the value of the contingency fund; however, Consultant shall not be liable for additional costs that the Client may incur beyond the contingency fund they select unless such additional cost results from a negligent act, error, or omission related to services performed by Consultant.

Safety Consultant shall be responsible solely for the safety precautions or programs of its employees and no other party.

Information from Other Parties The Client and Consultant acknowledge that Consultant will rely on information furnished by other parties in performing its services under the Project. Consultant shall not be liable for any damages that may be incurred by the Client in the use of third party information.

Force Majeure Consultant shall not be liable for any damages caused by any delay that is beyond Consultant's reasonable control, including but not limited to unavoidable delays that may result from any acts of God, strikes, lockouts, wars, acts of terrorism, riots, acts of governmental authorities, extraordinary weather conditions or other natural catastrophes, or any other cause beyond the reasonable control or contemplation of either party.

Waiver of Rights The failure of either party to enforce any provision of these terms and conditions shall not constitute a waiver of such provision nor diminish the right of either party to the remedies of such provision.

Warranty Consultant warrants that it will deliver services under the Agreement within the standard of care. No other expressed or implied warranty is provided by Consultant.

Severability Any provision of these terms later held to be unenforceable shall be deemed void and all remaining provisions shall continue in full force and effect. In such event, the Client and Consultant will work in good faith to replace an invalid provision with one that is valid with as close to the original meaning as possible.

Survival All obligations arising prior to the termination of this Agreement and all provisions of these terms that allocate responsibility or liability between the Client and Consultant shall survive the completion or termination of services for the Project.

Assignments Neither party shall assign its rights, interests, or obligations under the Agreement without the express written consent of the other party.

Governing Law The terms of Agreement shall be governed by the laws of the state where the services are performed provided that nothing contained herein shall be interpreted in such a manner as to render it unenforceable under the laws of the state in which the Project resides.

Collection Costs In the event that legal action is necessary to enforce the payment provisions of this Agreement if Client fails to make payment within sixty (60) days of the invoice date, Consultant shall be entitled to collect from the Client any judgment or settlement sums due, reasonable attorneys' fees, court costs, and expenses incurred by Consultant in connection therewith and, in addition, the reasonable value of Consultant's time and expenses spent in connection with such collection action, computed at Consultant's prevailing fee schedule and expense policies.

Equal Employment Opportunity Consultant will comply with federal regulations pertaining to Equal Employment Opportunity. Consultant is in compliance with applicable local, state, and federal regulations concerning minority hiring. It is Consultant's policy to ensure that applicants and employees are treated equally without regard to race, creed, sex, color, religion, veteran status, ancestry, citizenship status, national origin, marital status, sexual orientation, or disability. Consultant expressly assures all employees, applicants for employment, and the community of its continuous commitment to equal opportunity and fair employment practices.

Attorney Fees Should there be any suit or action instituted to enforce any right granted in this contract, the substantially prevailing party shall be entitled to recover its costs, disbursements, and reasonable attorney fees from the other party. The party that is awarded a net recovery against the other party shall be deemed the substantially prevailing party unless such other party has previously made a bona fide offer of payment in settlement and the amount of recovery is the same or less than the amount offered in settlement. Reasonable attorney fees may be recovered regardless of the forum in which the dispute is heard, including an appeal.

Third Party Beneficiaries Nothing in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Client or the Consultant. The Consultant's services under this Agreement are being performed solely for the Client's benefit, and no other entity shall have any claim against the Consultant because of this Agreement or the performance or nonperformance of services hereunder. The Client agrees to include a provision in all contracts with contractors and other entities involved in this project to carry out the intent of this paragraph.

Lien Rights Consultant may file a lien against the Client's property in the event that the Client does not make payment within the time prescribed in this Agreement. The Client agrees that services by Consultant are considered property improvements and the Client waives the right to any legal defense to the contrary.

Captions The captions herein are for convenience only and are not to be construed as part of this Agreement, nor shall the same be construed as defining or limiting in any way the scope or intent of the provisions hereof.

Date: December 12, 2017
To: Honorable Mayor and City Commissioners
From: City Clerk
RE: Western Market

SUMMARY OF REQUEST: The chalets at Western Market remain very popular. We would like to add five more chalets to the site in 2018. We have found a company to build the base of four of the chalets with our builder putting the final touches on it. The fifth chalet will be built by our builder onsite. We will be collecting applications for use of the chalets and a committee composed of the Chamber, DMN, and City staff will make the final determination of selected applicants.

FINANCIAL IMPACT: \$30,000

BUDGET ACTION REQUIRED:

STAFF RECOMMENDATION: Authorize the \$30,000 in expenditures for the addition of five chalets.

W. WESTERN AVE.

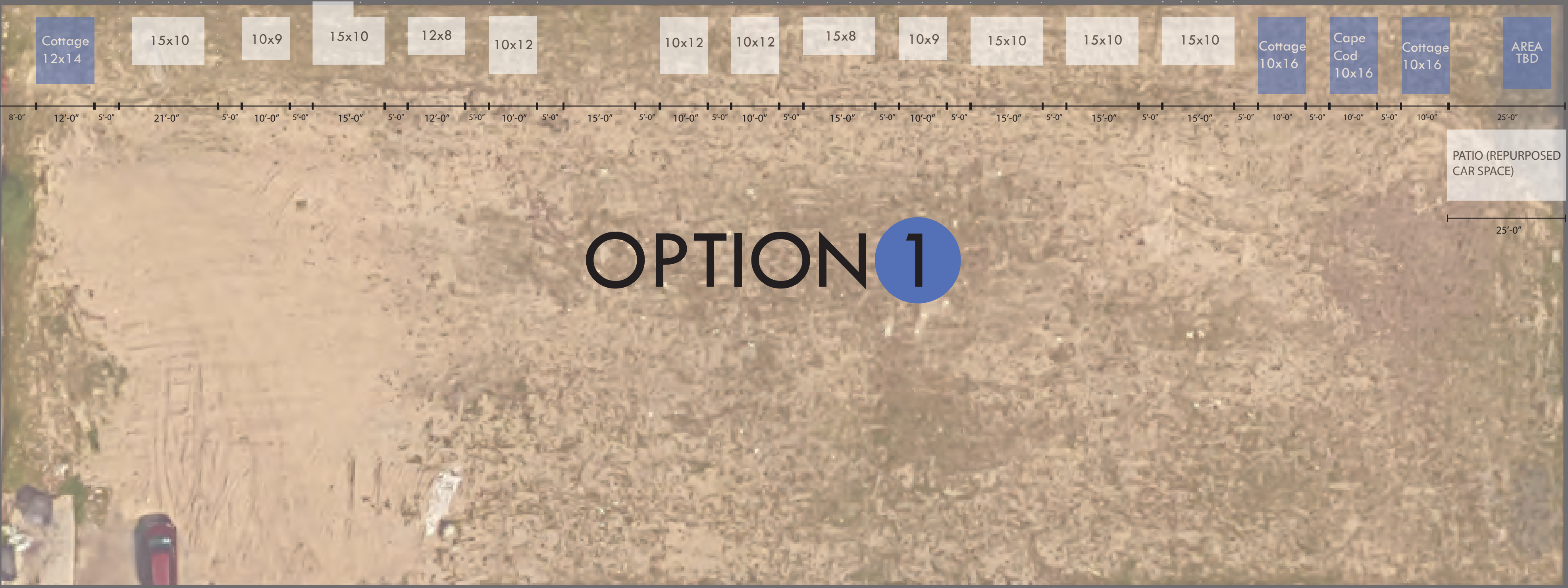
W. WESTERN AVE.

333 W. WESTERN AVENUE

SECOND ST.

FIRST ST.

OPTION 1



ALLEY

HERITAGE SQUARE TOWNHOMES



W. WESTERN AVE.

W. WESTERN AVE.

333 W. WESTERN AVENUE

OPTION 2

PATIO (REPURPOSED
CAR SPACE)

25'-0"

ALLEY

HERITAGE SQUARE TOWNHOMES

NORTH

Cottage
12x14

15x10

10x9

15x10

12x8

10x12

10x12

10x12

15x8

10x9

15x10

15x10

15x10

Cottage
10x16

Cottage
12x14

Cape
Cod
10x16

AREA
TBD

8'-0" 12'-0" 5'-0" 21'-0" 5'-0" 10'-0" 5'-0" 15'-0" 5'-0" 12'-0" 5'-0" 10'-0" 5'-0" 15'-0" 5'-0" 10'-0" 5'-0" 15'-0" 5'-0" 10'-0" 5'-0" 15'-0" 5'-0" 15'-0" 5'-0" 15'-0" 5'-0" 15'-0" 5'-0" 10'-0" 5'-0" 12'-0" 5'-0" 10'-0" 23'-0"

W. WESTERN AVE.

W. WESTERN AVE.

333 W. WESTERN AVENUE

OPTION 3

PATIO (REPURPOSED
CAR SPACE)

25'-0"

ALLEY

HERITAGE SQUARE TOWNHOMES

NORTH

Cottage
12x14

15x10

10x9

15x10

12x8

10x12

10x12

10x12

15x8

10x9

15x10

15x10

15x10

Cottage
10x16

Cape
Cod
12x14

Chalet
14x12

AREA
TBD

8'-0" 12'-0" 5'-0" 21'-0" 5'-0" 10'-0" 5'-0" 15'-0" 5'-0" 12'-0" 5'-0" 10'-0" 5'-0" 15'-0" 5'-0" 10'-0" 5'-0" 15'-0" 5'-0" 10'-0" 5'-0" 15'-0" 5'-0" 15'-0" 5'-0" 15'-0" 5'-0" 15'-0" 5'-0" 10'-0" 5'-0" 12'-0" 5'-0" 14'-0" 19'-0"

W. WESTERN AVE.

W. WESTERN AVE.

333 W. WESTERN AVENUE

SECOND ST.

FIRST ST.

OPTION 4

Cottage
12x14

15x10

10x9

15x10

12x8

10x12

10x12

10x12

15x8

10x9

15x10

15x10

15x10

Cottage
10x16

Chalet
14x12

Cape
Cod
10x16

AREA
TBD

8'-0" 12'-0" 5'-0" 21'-0" 5'-0" 10'-0" 5'-0" 15'-0" 5'-0" 12'-0" 5'-0" 10'-0" 5'-0" 15'-0" 5'-0" 10'-0" 5'-0" 15'-0" 5'-0" 10'-0" 5'-0" 15'-0" 5'-0" 15'-0" 5'-0" 15'-0" 5'-0" 10'-0" 5'-0" 14'-0" 5'-0" 10'-0" 21'-0"

PATIO (REPURPOSED
CAR SPACE)

25'-0"

ALLEY

HERITAGE SQUARE TOWNHOMES

NORTH

	Width	Depth	Total SF	Interior SF	Model	Base Cost	Porch	Unit Cost	4 Unit TOTAL
Option 1	10	20	200	160	Cottage	4081	1099	5180	
	10	20	200	160	Cape Cod	4411	1099	5510	
	10	20	200	160	Cottage	4081	1099	5180	
	12	18	216	168	Cottage	4356	1155	5511	21381
Option 2	10	20	200	160	Cottage	4081	1099	5180	
	12	18	216	168	Cottage	4356	1155	5511	
	10	20	200	160	Cape Cod	4411	1099	5510	
	12	18	216	168	Cottage	4356	1155	5511	21712
Option 3	10	20	200	160	Cottage	4081	1099	5180	
	12	18	216	168	Cape Cod	4380	1155	5535	
	14	12	168	168	Chalet	4518	0	4518	
	12	18	216	168	Cottage	4356	1155	5511	20744
Option 4	10	20	200	160	Cottage	4081	1099	5180	
	14	12	168	168	Chalet	4518	0	4518	
	10	20	200	160	Cape Cod	4411	1099	5510	
	12	18	216	168	Cottage	4356	1155	5511	20719

Date: December 12, 2017
To: Honorable Mayor and City Commissioners
From: Ann Marie Meisch, City Clerk
RE: Community Relations Index: Policy Relative to Attendance

SUMMARY OF REQUEST: To change attendance reporting policy from quarterly to annual.

FINANCIAL IMPACT: None.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: Approval of reporting attendance annually.

COMMITTEE RECOMMENDATION: Community Relations Committee unanimously voted to approve the reporting of attendance to annually.

POLICY RELATIVE TO ATTENDANCE AT CITY MEETINGS
ADOPTED SEPTEMBER 14, 1982

The Community Relations Committee presented a policy regarding attendance for the many boards, commissions, and committees serving the City of Muskegon as follows:

Instead of trying to formulate a hard and fast policy regarding attendance for the many boards, commissions, and committees with their various needs and schedules, the Community Relations Committee believes it would be more feasible to rely on the Chairperson of each group to manage the issue. The City Commission could then just assess attendance performance using regular reports from the Chairperson of each group.

Consequently, the Community Relations Committee recommends that, through acceptance of this letter, the City Commission adopt the following policy regarding the attendance of Commission appointees to the various boards, commissions, and committees serving the City of Muskegon.

The Chairperson of each board, commission, or committee shall be responsible to see that attendance is recorded at each meeting.

When deemed appropriate by the Chairperson, a letter will be sent to any member whose attendance is not satisfactory. The letter shall ask if the member is interested in continued appointment.

On an annual basis, each Chairperson shall submit a report to the City Commission showing member attendance and indicating correspondence notices sent to members.

At any time the Chairperson deems it appropriate to do so, that Chairperson may recommend replacement of a member for reasons related to the member's attendance.

Communications to the City Commission shall be sent to the City Clerk for forwarding to Commission.

Commission Meeting Date: December 12, 2017

Date: December 4, 2017
To: Honorable Mayor and City Commissioners
From: Finance Director
RE: Transmittal of 6/30/17 Comprehensive Annual Financial Report

SUMMARY OF REQUEST: The City's June 30, 2017 Comprehensive Annual Financial Report (CAFR) will be distributed to the City Commissioners via email and hard copy. The CAFR will also be available on the City's website. The CAFR includes the annual independent auditor's report as required by state law. At this time the CAFR is being formally transmitted to the City Commission. The CAFR has been prepared in accordance with all current Governmental Accounting Standards Board (GASB) pronouncements and also includes the single audit of federal grants received by the City

FINANCIAL IMPACT: The CAFR report summarizes the City's financial activities for the year and includes the independent auditor's unmodified opinion on the City's financial statement.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: Acceptance of the June 30, 2017 CAFR and authorization for staff to transmit the CAFR to appropriate federal, state and private agencies.

<http://www.muskegon-mi.gov/cresources/2016-17CAFR.pdf>

Commission Meeting Date: December 12, 2017

Date: December 7, 2017
To: Honorable Mayor and City Commissioners
From: Planning & Economic Development
RE: Amendment to the Zoning Ordinance – Critical Dunes

SUMMARY OF REQUEST:

Staff-initiated request to amend Section 2310 of the zoning ordinance to adopt a local critical dune ordinance. Act 451 of 1994, the Natural Resources and Environmental Protection Act, allows municipalities to enact their own critical dune ordinance and enforce it themselves, rather than relying on the Michigan Department of Environmental Quality to do so. Staff anticipates that this will speed up the approval process for projects located in critical dune areas.

FINANCIAL IMPACT:

None

BUDGET ACTION REQUIRED:

None

STAFF RECOMMENDATION:

To approve the zoning ordinance amendment.

COMMITTEE RECOMMENDATION:

The Planning Commission unanimously recommended approval of the ordinance amendment at their November 16 meeting.

Staff Report (EXCERPT)
CITY OF MUSKEGON
PLANNING COMMISSION
REGULAR MEETING

Hearing, Case 2017-30: Request to amend the zoning ordinance by adopting a local critical dune ordinance, per Public Act 451 of 1994, the Natural Resources and Environmental Protection Act.

SUMMARY

1. Critical Dunes in Michigan are regulated by the Michigan Department of Environmental Quality (MDEQ). Anyone doing work in a critical dune must first receive a permit from the MDEQ. These permits can take several months to get approved, so it often times slows down projects.
2. Act 451 of 1994 allows local municipalities to enact their own critical dune ordinance and enforce it themselves. Staff has created the enclosed draft ordinance, which has been reviewed by the MDEQ.
3. Staff plans to either enforce the ordinance in-house by doing our own inspections or possibly contracting with a private firm for inspections.
4. Please see the enclosed map that shows the locations of Critical Dunes in Muskegon.
5. Please see the enclosed proposed ordinance.

NEW LANGUAGE

SECTION 2310: Critical Dune Overlay District

1. Purpose. In keeping with the findings of the Michigan legislature and the authority granted to local government in Public Act 451 of 1994, as amended, the City of Muskegon hereby declares that:
 - a. The critical dune areas within the City of Muskegon are a unique, irreplaceable, and fragile resource that provide significant recreational, economic, scientific, geological, scenic, botanical, educational, agricultural, and ecological benefits to the people of this community, to the state, and to the people from other states and countries who visit this resource.
 - b. The purpose of this ordinance is to balance for present and future generations the benefits of protecting, preserving, restoring, and enhancing the diversity, quality, functions, and values of the state's critical dunes with the benefits of economic development and multiple human uses of the critical dunes and the benefits of public access to and enjoyment of the critical dunes. To accomplish this purpose, this ordinance is intended to do all of the following:
 - Ensure and enhance the diversity, quality, functions, and values of the critical dunes in a manner that is compatible with private property rights.
 - Ensure sound management of all critical dunes by allowing for compatible economic development and multiple human uses of the critical dunes.
 - Coordinate and streamline governmental decision-making affecting critical dunes through the use of the most comprehensive, accurate, and reliable information and scientific data available.

- c. The benefits derived from alteration, industrial, residential, commercial, agricultural, silvicultural, and the recreational use of critical dune areas shall occur only when the protection of the environment and the ecology of the critical dune areas for the benefit of the present and future generations is assured.
- d. The following regulations embodied in this Dune Overlay Zone are adopted as the minimum measures necessary to achieve these ends.

2. Definitions – As used in this section,

- a. "Contour change" includes any grading, filling, digging, or excavating that significantly alters the physical characteristic of a critical dune area, except that which is involved in sand dune mining.
- b. "Crest" means the line at which the first lakeward facing slope of a critical dune ridge breaks to a slope of less than 1-foot vertical rise in a 5-1/2-foot horizontal plane for a distance of at least 20 feet, if the areal extent where this break occurs is greater than 1/10 acre in size.
- c. "Critical dune area" means a geographic area designated in the "Atlas of Critical Dune Areas" dated February 1989 that was prepared by the Michigan Department of Natural Resources and any other locally designated sand dune areas included on the City of Muskegon Zoning Map.
- d. "Driveway" means a privately owned, constructed, and maintained vehicular access from a road or easement serving the property to the principal building or accessory buildings, that is paved, graveled, or otherwise improved for vehicular access, 16 feet wide or narrower in the sole discretion of the applicant or owner, and may include, in the sole discretion of the applicant or owner, a shared driveway.
- e. "Foredune" means one or more low linear dune ridges that are parallel and adjacent to the shoreline of a Great Lake and are rarely greater than 20 feet in height. The lakeward face of a foredune is often gently sloping and may be vegetated with dune grasses and low shrub vegetation or may have an exposed sand face.
- f. "Permit" means a permit for a use within a critical dune area.
- g. "Restabilization" means restoration of the natural contours of a critical dune to the extent practicable, the restoration of the protective vegetative cover of a critical dune through the establishment of indigenous vegetation, and the placement of snow fencing or other temporary sand trapping measures for the purpose of preventing erosion, drifting, and slumping of sand.
- h. "Sand dune mining" means the removal of sand from sand dune areas for commercial or industrial purposes.
- i. "Special use project" means any of the following:
 - A proposed use in a critical dune area for an industrial or commercial purpose regardless of the size of the site.
 - A multifamily use of more than 3 acres.
 - A multifamily use of 3 acres or less if the density of use is greater than 4 individual residences per acre.
 - A proposed use in a critical dune area, regardless of size of the use, that the planning commission determines would damage or destroy features of archaeological or historical significance.
- j. "Use" means a developmental, silvicultural, or recreational activity done or caused to be done by a person that significantly alters the physical characteristic of a critical dune area or a contour change done or caused to be done by a person. Use does not include sand dune mining.

3. **Area Affected.** The provisions of the Dune Overlay Zone apply to all lands so depicted on the City of Muskegon Zoning Map which is a part of this ordinance. These lands include the entire critical dune area as designated by the Michigan Department of Natural Resources pursuant to Public Act 451 of 1994, and to such other lands as locally designated and depicted thereon. Locally designated sand dunes together with dunes designated under Public Act 451 shall be known as critical dune areas for the purpose of this ordinance. Lands that are within 250 feet of a critical dune area, that are determined by the Planning Commission to be essential to the hydrology, ecology, topography, or integrity of a critical dune area shall also receive all the protection afforded to critical dunes in the Overlay Zone, even if not so depicted on the City of Muskegon Zoning Map.
4. **Nonconforming Building and Lots After the effective date of the adoption of this Section:**
 - a. No subdivision or condominium development shall occur within the Dune Overlay Zone except in compliance with the minimum standards of this ordinance and after review and approval of a site plan and other documents as required herein.
 - b. No structure shall be constructed, reconstructed, altered, or relocated except in strict compliance with the requirements of this ordinance.
 - c. No use which is in existence as of the effective date of this Article shall be expanded, except in strict compliance with the minimum standards of this Ordinance.
 - d. No existing nonconforming building or structure shall be altered except provided in Article XXII, Section 2203.
5. **Application Requirements.** All applications for permits for the use of a critical dune area shall include in writing showing evidence:
 - a. That Muskegon County, which administers Part 91 Soil Erosion and Sedimentation Control, of Public Act 451 of 1994, as amended, finds that the project is in compliance with the act and any applicable soil erosion and sedimentation control ordinance that is in effect in Muskegon County.
 - b. That a proposed sewage treatment or disposal system on the site has been approved by the county health department, if applicable.
 - c. Assuring that the cutting and removing of trees and other vegetation will be performed according to the forestry management guidelines for Michigan prepared by the Society of American Foresters in 1987, as revised in 2010, and will include instructions or plans to provide mitigation for the removal of trees or vegetation by providing assurances that the applicant will plant on the site more trees and other vegetation on the site than were removed by the proposed use.
 - d. Except as otherwise provided in this subsection, a site plan that contains data required by this Section and Article XXIII, Section 2330, concerning the physical development of the site and extent of disruption of the site by the proposed development.
 - e. The Zoning Administrator shall not require an environmental site assessment or environmental impact statement as part of a permit application for a use in a critical dune overlay zone except for a "Special Use" project.
 - f. The Zoning Administrator will require that the applicant supply a contour map of the site with 1-foot contour intervals at or near any proposed structure or roadway for any new construction.
 - g. The payment of any required fees for processing and/or professional review of the submitted site plan.

6. Environmental Assessment. When an environmental assessment is required under a “Special Use” project, it shall include the following information concerning the site of the proposed use:
 - a. The name and address of the applicant.
 - b. A description of the application’s proprietary interest in the site.
 - c. The name, address, and professional qualification of the person preparing the environmental assessment and his/her opinion as to whether the proposed development of the site is consistent with protecting features of environmental sensitivity and archaeological or historical significance that may be located on the site.
 - d. The description and purpose of the proposed use.
 - e. The location of existing utilities and drainage ways.
 - f. The general location and approximate dimensions of proposed structures.
 - g. Major proposed change of land forms such as new lakes, terracing or excavating.
 - h. Sketches showing the scale, character, and relationship of structures, streets or driveways, and open space.
 - i. Approximate location and type of proposed drainage, water, and sewage facilities.
 - j. Legal description of property.
 - k. A physical description of the site, including its dominant characteristics, its vegetative character, its present use, and other relevant information.
 - l. A natural hazards review consisting of a list of natural hazards such as periodic flooding, poor soil bearing conditions, and any other hazards peculiar to the site.
 - m. An erosion review showing how erosion control will be achieved, and illustrating plans or programs that may be required by any existing soil erosion and sedimentation ordinance.
7. Environmental Impact Statement. When an environmental assessment is required, it shall include the following information concerning the site of the proposed use:
 - a. The name and address of the applicant.
 - b. A description of the applicant's proprietary interest in the site of the proposed use.
 - c. The name, address, and professional qualifications of the proposed professional design team members, including the designation of the person responsible for the preparation of the environmental impact statement.
 - d. The description and purpose of the proposed use.
 - e. Six copies and one reproducible transparency of a schematic use plan of the proposed use showing the general location of the proposed use and major existing physical and natural features on the site, including, but not limited to, watercourses, rock outcropping, wetlands, and wooded areas.
 - f. The location of the existing utilities and drainage ways.
 - g. The location and notation of public streets, parks, and railroad and utility rights-of-way within or adjacent to the proposed use.
 - h. The general location and dimensions of proposed streets, driveways, sidewalks, pedestrian ways, trails, off-street parking, and loading areas.
 - i. The general location and approximate dimensions of proposed structures.
 - j. Major proposed change of land forms such as new lakes, terracing, or excavating.
 - k. Approximate existing and proposed contours and drainage patterns, showing at least five-foot contour intervals.
 - l. Sketches showing the scale, character, and relationship of structures, streets, or driveways, and open space.

- m. Approximate location and type of proposed drainage, water and sewage treatment and disposal facilities.
- n. A legal description of the property.
- o. An aerial photo and contour map showing the development site in relation to the surrounding area.
- p. A description of the physical site, including its dominant characteristics, its vegetative character, its present use, and other relevant information.
- q. A soil review giving a short descriptive summary of the soil types found on the site and whether the soil permits the use of septic tanks or requires central sewer. The review may be based on the "United Soil Classification System" as adopted by the United States Government Corps of Engineers and Bureau of Reclamation, dated January 1952, or the natural cooperative soil survey classification system, and the standards for the development prospects that have been offered for each portion of the site.
- r. A natural hazards review consisting of a list of natural hazards such as periodic flooding, poor soil bearing conditions, and any other hazards peculiar to the site.
- s. A substrata review including a descriptive summary of the various geologic bedrock formations underlying the site, including the identification of known aquifers, the approximate depths of the aquifers and, if being tapped for use, the principal uses to be made of these waters, including irrigation, domestic water supply, and industrial usage.
- t. An erosion review showing how erosion control will be achieved, and illustrating plans or programs that may be required by any existing soil erosion and sedimentation ordinance.
- u. At a minimum, plans for compliance with all of the following standards shall be required for construction and post-construction periods:
 - Surface drainage designs and structures are erosion proof through control of the direction, volume, and velocities of drainage patterns. These patterns shall promote natural vegetation growth that are included in the design in order that drainage waters may be impeded in their flow and percolation encouraged.
 - The design shall include trash collection devices when handling street and parking drainage to contain solid waste and trash.
 - Watercourse designs, control volumes, and velocities of water to prevent bottom and bank erosion. In particular, changes of direction shall guard against undercutting of banks.
 - If vegetation has been removed or has not been able to occur on surface areas such as infill zones, it shall be the duty of the developer to stabilize and control the impacted surface areas to prevent wind erosion and the blowing of surface material through the planting of grasses, and windbreaks and other similar barriers.

8. Driveways. The construction, improvement, and maintenance of a driveway shall be permitted for any dwelling or other permanent building allowed in a critical dune area, including a dwelling or other permanent building approved under this ordinance or a lawful nonconforming use, subject only to applicable permit requirements under Sections 35312 through 35325 of Part 353 of Public Act 451 of 1999, as amended, and the following:

- a. A driveway shall be permitted either to the principal building or, in the sole discretion of the applicant, to an accessory building, under the provisions of this ordinance. Additional driveways, if any, shall meet the applicable requirements for any other use under this ordinance. The development of a plan for a driveway should include consideration of the use of retaining walls, bridges, or similar measures, if feasible, to minimize the impact of the driveway, parking, and turnaround areas, and the consideration of alternative locations on the same lot of record

- b. Driveways on slopes steeper than a 1-foot vertical rise in a 4-foot horizontal plane, but not steeper than a 1-foot rise in a 3-foot horizontal plane, shall be in accordance with a site plan submitted with the permit application and prepared for the site by a registered professional architect or licensed professional engineer. The site plan shall include:
 - Storm water drainage that provides for disposal of storm water without serious erosion,
 - Methods for controlling erosion from wind and water, and
 - Restabilization, by design elements including vegetation, cut-and-fill, bridges, traverses, and such other elements as are required in the judgment of the architect or engineer to meet these requirements.
- c. Driveways on slopes steeper than a 1-foot vertical rise in a 3-foot horizontal plane shall be in accordance with a site plan submitted with the permit application and prepared for the site by a licensed professional engineer. The site plan shall include:
 - Storm water drainage that provides for disposal of storm water without serious erosion,
 - Methods for controlling erosion from wind and water, and
 - Restabilization, by design elements including vegetation, cut-and-fill, bridges, traverses, and such other elements as are required in the judgment of the engineer to meet these requirements. The engineer shall certify under seal that the driveway is not likely to increase erosion or decrease stability.
- d. Temporary construction access for all construction, including new construction, renovation, repairs, rebuilding, or replacement, and repair, improvement, or replacement of septic tanks and systems, shall be allowed for any use allowed in a critical dune area for which a driveway is not already installed by the owner, subject only to the requirements that the temporary access shall not involve a contour change or vegetation removal that increases erosion or decreases stability except as can be restabilized upon completion of the construction. The temporary access shall be maintained in stable condition, and restabilization shall be commenced promptly upon completion of the construction.

9. Utilities. A use needed to maintain, repair, or replace existing utility lines, pipelines, or other utility facilities within a critical dune area that were in existence on July 5, 1989, or were constructed in accordance with a permit under this section or under Part 353 of the Natural Resources and Environmental Protection Act, being Act 451 of the Public Acts of 1994, as amended, is exempt for purposes for which the permit was issued from the operation of this section if the maintenance, repair, or replacement is completed in compliance with all of the following:

- a. Vehicles shall not be driven on slopes greater than 1-foot vertical rise in a 3-foot horizontal plane.
- b. All disturbed areas shall be immediately stabilized and revegetated with native vegetation following completion of work to prevent erosion.
- c. Any removal of woody vegetation shall be done in a manner to assure that any adverse effect on the dune will be minimized and will not significantly alter the physical characteristics or stability of the dune.
- d. To accomplish replacement of a utility pole, the new pole shall be placed adjacent to the existing pole, and the existing pole shall be removed by cutting at ground level.
- e. In the case of repair of underground utility wires, the repair shall be limited to the minimal excavation necessary to replace the wires by plowing, small trench excavation, or directional boring. Replacement of wires on slopes steeper than 1-foot vertical rise in a 4-foot horizontal plane shall be limited to installation by plowing or directional boring only.

- f. In the cases of repair or replacement of underground pipelines, directional boring shall be utilized, and if excavation is necessary to access and bore the pipeline the excavation area shall be located on slopes 1-foot vertical rise in a 4-foot horizontal plane or less.
10. Accessibility. Notwithstanding any other provision of this section, at the request of the applicant, the construction, improvement and maintenance of accessibility measures shall be permitted for any dwelling or other permanent building allowed in a critical dune area, including a dwelling or other permanent building approved under this section or a lawful nonconforming use, subject only to applicable permit requirements of this section and the following:
 - a. Accessibility measures on slopes steeper than 1-foot vertical rise in a 4-foot horizontal plane, but not steeper than a 1-foot vertical rise in a 3-foot horizontal plane, shall be in accordance with a site plan submitted with the permit application and prepared for the site by a registered professional architect or licensed professional engineer. The site plan shall include:
 - Storm water drainage that provides for disposal of storm water without serious erosion,
 - Methods for controlling erosion from wind and water, and
 - Restabilization, by design elements including vegetation, cut-and-fill, bridges, traverses, and such other elements as are required in the judgement of the architect or engineer to meet these requirements.
 - b. Accessibility measures on slopes steeper than a 1-foot vertical rise in a 3-foot horizontal plane shall be in accordance with a site plan submitted with the permit application and prepared for the site by a licensed professional engineer. The site plan shall include:
 - Storm water drainage that provides for disposal of storm water without serious erosion,
 - Methods for controlling erosion from wind and water, and
 - Restabilization, by design elements including vegetation, cut-and-fill, bridges, traverses, and such other elements as are required in the judgement of the architect or engineer to meet these requirements. The engineer shall certify under seal that the accessibility measures are not likely to increase erosion or decrease stability.

The choice of components for an accessible route under American national standards institute standard 402.2 shall be at the option of the applicant.

11. Prohibited Uses. The following uses are not permitted in a critical dune area:
 - a. The disposal of sewage on-site unless the standards of applicable sanitary codes are met or exceeded.
 - b. A use that does not comply with the minimum setback requirements required by rules that are promulgated under part 323 of Public Act 451 of 1994.
 - c. A surface drilling operation that is utilized for the purpose of exploring for or producing hydrocarbons or natural brine or for the disposal of the waste or by-products of the operation, except those that are lawfully in existence at a site on July 5, 1989 may be continued. The continuance, completion, restoration, reconstruction, extension, or substitution of those existing uses shall be permitted upon reasonable terms prescribed by the Planning Commission.
 - d. Production facilities regulated under parts 615 and 625 of Act 451 of 1994, except those that are lawfully in existence at a site on July 5, 1989 may be continued. The continuance, completion, restoration, reconstruction, extension, or substitution of those existing uses shall be permitted upon reasonable terms prescribed by the Planning Commission.

12. Non-Permitted Uses, Unless a Variance is Granted. Unless a variance is granted, the following uses are not permitted in a critical dune area:
- a. A structure and access to the structure on a slope within a critical dune area that has a slope that measures from a 1-foot vertical rise in a 4-foot horizontal plane to less than a 1-foot vertical rise in a 3-foot horizontal plane, unless the structure and access to the structure are in accordance with a site plan prepared for the site by a registered professional architect or a licensed professional engineer and the site plan provides for the disposal of storm waters without serious soil erosion and without sedimentation of any stream or other body of water.
 - b. A use on a slope within a critical dune area that has a slope steeper than a 1-foot vertical rise in a 3-foot horizontal plane.
 - c. A use involving a contour change if the Zoning Administrator determines that it is more likely than not to increase erosion or decrease stability.
 - d. Sylvicultural practices, as described in the "Forest Management Guidelines for Michigan", prepared by the Society of American Foresters as revised in 2010, if the City of Muskegon determines that they are more likely than not to increase erosion or decrease stability.
 - e. A use that involves a vegetation removal if the Zoning Administrator determines that it is more likely than not to increase erosion or decrease stability.
13. Site Plan Review. When reviewing a site plan submitted, along with all the application information required, the Zoning Administrator shall:
- a. Ensure that the requirements of the zoning ordinance have been met and the plan is consistent with existing laws.
 - b. Determine whether the advice or assistance of Muskegon County will be helpful in reviewing a site plan, and if so, to so seek it.
 - c. Recommend alterations of a proposed development to minimize adverse effects anticipated if the development is approved and to ensure compliance with all applicable state and local requirements.
 - d. Determine that the proposed use will ensure and enhance the diversity, quality, function and values of the critical dune in a manner that is compatible with private property rights; allows for compatible economic development and multiple human uses of the critical dune, using the most competent, accurate and reliable information and scientific data available.
14. Use Standards. Any lot or parcel which in whole or part which falls within the Dune Overlay Zone and/or within 250 feet outside the Dune Overlay Zone that is determined by the Planning Commission to be essential to the hydrology, ecology, topography, or integrity of a critical dune area shall not be used except upon receipt of a permit from the Zoning Administrator. No zoning permit shall be issued for the use of land within this zone or within 250 feet outside the zone that is determined by the Planning Commission to be essential to the hydrology, ecology, topography, or integrity of a critical dune area until a site plan meeting the requirements of this Section and those of Article XXIII, Section 2330, have been met. If requested, the Planning Commission will make the final determination as to whether or not these standards have been met and shall exercise its lawful discretion in all cases in favor of protection of the critical dune area.
15. Prohibition of Construction Without Permit. No grading or clearing of a site shall be done prior to issuance of a zoning permit as required in this Ordinance.

16. Special Use Project Review Procedures. A proposed special use project shall be reviewed and a recommendation for approval, approval with conditions, or denial is made by the Planning Commission pursuant to the special use procedures of this ordinance shall be completed.
17. Department of Environmental Quality Review. Prior to issuing a permit allowing a special use project within a critical dune area, the Planning Commission shall submit the special use project application and site plan and their proposed decision to the Department of Environmental Quality, Land and Water Management Division following the procedures of this ordinance.
18. Nonconforming Uses. The lawful use of land or a structure, as existing and lawful within a critical dune area in the time of the adoption of this overlay zone, may be continued although the use of that land or structure does not conform to the provisions of this overlay zone. The continuance, completion, restoration, reconstruction, extension or substitution of existing nonconforming uses of land or a structure may continue consistent with the nonconforming use requirements of this Ordinance. See Article XXII, Section 2202.
19. Rebuilding of Lawful Structures. A structure or use located in a critical dune area that is destroyed by fire, other than arson for which the owner is found to be responsible, or an act of nature, except for erosion, may be rebuilt or replaced if the structure or use was lawful at the time it was constructed or commenced; and a replacement structure and its use may differ from that which was destroyed if it does not exceed in size or scope that which was destroyed.
20. Variance. The Zoning Board of Appeals may grant a variance from the requirements of this overlay zone if an unreasonable hardship will occur to the owner of the property if the variance is not granted. The procedural requirements of Article XXIII (Site Plan Review) and Article XXV (Zoning Board of Appeals) shall be adhered to. A variance shall be subject to the following limitations:
 - a. The Zoning Board of Appeals may issue variances under Article XXV of the zoning ordinance if a practical difficulty will occur to the owner of the property if the variance is not granted. In determining whether a practical difficulty will occur if a variance is not granted, primary consideration shall be given to assuring that human health and safety are protected by the determination and that the determination complies with applicable local zoning, other state laws, and federal law. If a practical difficulty will occur to the owner of the property if the variance is not granted, a variance shall be granted under this Section unless the Zoning Board of Appeals determines that the use will significantly damage the public interest on the privately owned land, or, if the land is publicly owned, the public interest in the publicly owned land, by significant and unreasonable depletion or degradation of any of the following:
 - The diversity of the critical dune areas within the local unit of government.
 - The quality of the critical dune areas within the local unit of government.
 - The functions of the critical dune areas within the local unit of government.
 - b. The decision of the Zoning Board of Appeals shall be in writing and shall be based upon evidence that would meet the standards in Section 75 of the Administrative Procedures Act of 1969, 1969 PA 306, MCL 24.275. A decision denying a variance shall document, and any review upholding the decision shall determine, all of the following:
 - That the City of Muskegon has met the burden of proof under subsections 1A through 1C.
 - That the decision is based upon sufficient facts or data.

- That the decision is the product of reliable scientific principles and methods.
 - That the decision has applied the principles and methods reliably to the facts.
 - That the facts or data upon which the decision is based are recorded in the file.
- c. The City of Muskegon shall not require an environmental site assessment or environmental impact statement for a variance except for a special use project.
- d. A variance shall not be granted from a setback requirement provided for under Section 35034 pursuant to Part 353 of the Public Act 451 of 1994 unless the property for which the variance is requested is one of the following:
- A nonconforming lot of record that is recorded prior to July 5, 1989, and that becomes nonconforming due to the operation of Part 353.
 - A lot legally created after July 5, 1989 that later becomes nonconforming due to natural shoreline erosion.
 - Property on which the base of the first landward critical dune of at least 20 feet in height that is not a foredune is located at least 500 feet inland from the first foredune crest or line of vegetation on the property. However, the setback shall be a minimum of 200 feet measured from the foredune crest or line of vegetation.
21. Penalties. In addition to the penalty provisions of this Ordinance, the provisions of Public Act 451 of 1994 shall apply in the event of any violation. Pursuant to the Public Act, a court may impose on a person who violates any provision of this Dune Overlay Zone, or a provision of a permit issued hereunder, a civil fine of not more than \$5,000 for each day of violation, or order a violator to pay the full cost of the full cost of restabilization of a critical dune area or other natural resource that is damaged or destroyed as a result of a violation, or both. If a person is ordered by the Zoning Administrator to restore a critical dune that has been degraded by that person, the Zoning Administrator shall establish a procedure by which the restoration of the critical dune area is monitored to assure that the restoration is completed in a satisfactory manner.
22. Applicable Law. Incorporated by reference herein is Part 353, Michigan Natural Resources and Environmental Protection Act, PA 451 of 1994, as amended.
23. Severability. If any section, clause, or provision of this Ordinance be declared unconstitutional or otherwise invalid by a court of competent jurisdiction, said declaration shall not affect the remainder of the Ordinance. The City Commission hereby declares that it would have passed this Ordinance and each part, section, subsection, phrase, sentence and clause irrespective of the fact that any one or more parts, sections, subsections, phrases, sentences or clauses be declared invalid. However, if any provision of the Ordinance is declared invalid, the City must seek written confirmation from the DEQ that the Ordinance still complies with Part 353, Michigan Natural Resources and Environmental Protection Act, PA 451 of 1994, as amended.

CITY OF MUSKEGON
MUSKEGON COUNTY, MICHIGAN

ORDINANCE NO. _____

An ordinance to amend section 2310 of the zoning ordinance to adopt a local critical dune ordinance.

THE CITY COMMISSION OF THE CITY OF MUSKEGON HEREBY ORDAINS:

NEW LANGUAGE

SECTION 2310: Critical Dune Overlay District

1. Purpose. In keeping with the findings of the Michigan legislature and the authority granted to local government in Public Act 451 of 1994, as amended, the City of Muskegon hereby declares that:
 - a. The critical dune areas within the City of Muskegon are a unique, irreplaceable, and fragile resource that provide significant recreational, economic, scientific, geological, scenic, botanical, educational, agricultural, and ecological benefits to the people of this community, to the state, and to the people from other states and countries who visit this resource.
 - b. The purpose of this ordinance is to balance for present and future generations the benefits of protecting, preserving, restoring, and enhancing the diversity, quality, functions, and values of the state's critical dunes with the benefits of economic development and multiple human uses of the critical dunes and the benefits of public access to and enjoyment of the critical dunes. To accomplish this purpose, this ordinance is intended to do all of the following:
 - Ensure and enhance the diversity, quality, functions, and values of the critical dunes in a manner that is compatible with private property rights.
 - Ensure sound management of all critical dunes by allowing for compatible economic development and multiple human uses of the critical dunes.
 - Coordinate and streamline governmental decision-making affecting critical dunes through the use of the most comprehensive, accurate, and reliable information and scientific data available.
 - c. The benefits derived from alteration, industrial, residential, commercial, agricultural, sylvicultural, and the recreational use of critical dune areas shall occur only when the protection of the environment and the ecology of the critical dune areas for the benefit of the present and future generations is assured.
 - d. The following regulations embodied in this Dune Overlay Zone are adopted as the minimum measures necessary to achieve these ends.
2. Definitions – As used in this section,
 - a. "Contour change" includes any grading, filling, digging, or excavating that significantly alters the physical characteristic of a critical dune area, except that which is involved in sand dune mining.
 - b. "Crest" means the line at which the first lakeward facing slope of a critical dune ridge breaks to a slope of less than 1-foot vertical rise in a 5-1/2-foot horizontal plane for a distance of at least 20 feet, if the areal extent where this break occurs is greater than 1/10 acre in size.

- c. "Critical dune area" means a geographic area designated in the "Atlas of Critical Dune Areas" dated February 1989 that was prepared by the Michigan Department of Natural Resources and any other locally designated sand dune areas included on the City of Muskegon Zoning Map.
- d. "Driveway" means a privately owned, constructed, and maintained vehicular access from a road or easement serving the property to the principal building or accessory buildings, that is paved, graveled, or otherwise improved for vehicular access, 16 feet wide or narrower in the sole discretion of the applicant or owner, and may include, in the sole discretion of the applicant or owner, a shared driveway.
- e. "Foredune" means one or more low linear dune ridges that are parallel and adjacent to the shoreline of a Great Lake and are rarely greater than 20 feet in height. The lakeward face of a foredune is often gently sloping and may be vegetated with dune grasses and low shrub vegetation or may have an exposed sand face.
- f. "Permit" means a permit for a use within a critical dune area.
- g. "Restabilization" means restoration of the natural contours of a critical dune to the extent practicable, the restoration of the protective vegetative cover of a critical dune through the establishment of indigenous vegetation, and the placement of snow fencing or other temporary sand trapping measures for the purpose of preventing erosion, drifting, and slumping of sand.
- h. "Sand dune mining" means the removal of sand from sand dune areas for commercial or industrial purposes.
- i. "Special use project" means any of the following:
 - A proposed use in a critical dune area for an industrial or commercial purpose regardless of the size of the site.
 - A multifamily use of more than 3 acres.
 - A multifamily use of 3 acres or less if the density of use is greater than 4 individual residences per acre.
 - A proposed use in a critical dune area, regardless of size of the use, that the planning commission determines would damage or destroy features of archaeological or historical significance.
- j. "Use" means a developmental, silvicultural, or recreational activity done or caused to be done by a person that significantly alters the physical characteristic of a critical dune area or a contour change done or caused to be done by a person. Use does not include sand dune mining.

3. Area Affected. The provisions of the Dune Overlay Zone apply to all lands so depicted on the City of Muskegon Zoning Map which is a part of this ordinance. These lands include the entire critical dune area as designated by the Michigan Department of Natural Resources pursuant to Public Act 451 of 1994, and to such other lands as locally designated and depicted thereon. Locally designated sand dunes together with dunes designated under Public Act 451 shall be known as critical dune areas for the purpose of this ordinance. Lands that are within 250 feet of a critical dune area, that are determined by the Planning Commission to be essential to the hydrology, ecology, topography, or integrity of a critical dune area shall also receive all the protection afforded to critical dunes in the Overlay Zone, even if not so depicted on the City of Muskegon Zoning Map.

4. Nonconforming Building and Lots After the effective date of the adoption of this Section:

- a. No subdivision or condominium development shall occur within the Dune Overlay Zone except in compliance with the minimum standards of this ordinance and after review and approval of a site plan and other documents as required herein.
 - b. No structure shall be constructed, reconstructed, altered, or relocated except in strict compliance with the requirements of this ordinance.
 - c. No use which is in existence as of the effective date of this Article shall be expanded, except in strict compliance with the minimum standards of this Ordinance.
 - d. No existing nonconforming building or structure shall be altered except provided in Article XXII, Section 2203.
5. Application Requirements. All applications for permits for the use of a critical dune area shall include in writing showing evidence:
 - a. That Muskegon County, which administers Part 91 Soil Erosion and Sedimentation Control, of Public Act 451 of 1994, as amended, finds that the project is in compliance with the act and any applicable soil erosion and sedimentation control ordinance that is in effect in Muskegon County.
 - b. That a proposed sewage treatment or disposal system on the site has been approved by the county health department, if applicable.
 - c. Assuring that the cutting and removing of trees and other vegetation will be performed according to the forestry management guidelines for Michigan prepared by the Society of American Foresters in 1987, as revised in 2010, and will include instructions or plans to provide mitigation for the removal of trees or vegetation by providing assurances that the applicant will plant on the site more trees and other vegetation on the site than were removed by the proposed use.
 - d. Except as otherwise provided in this subsection, a site plan that contains data required by this Section and Article XXIII, Section 2330, concerning the physical development of the site and extent of disruption of the site by the proposed development.
 - e. The Zoning Administrator shall not require an environmental site assessment or environmental impact statement as part of a permit application for a use in a critical dune overlay zone except for a "Special Use" project.
 - f. The Zoning Administrator will require that the applicant supply a contour map of the site with 1-foot contour intervals at or near any proposed structure or roadway for any new construction.
 - g. The payment of any required fees for processing and/or professional review of the submitted site plan.
6. Environmental Assessment. When an environmental assessment is required under a "Special Use" project, it shall include the following information concerning the site of the proposed use:
 - a. The name and address of the applicant.
 - b. A description of the application's proprietary interest in the site.
 - c. The name, address, and professional qualification of the person preparing the environmental assessment and his/her opinion as to whether the proposed development of the site is consistent with protecting features of environmental sensitivity and archaeological or historical significance that may be located on the site.
 - d. The description and purpose of the proposed use.
 - e. The location of existing utilities and drainage ways.
 - f. The general location and approximate dimensions of proposed structures.
 - g. Major proposed change of land forms such as new lakes, terracing or excavating.

- h. Sketches showing the scale, character, and relationship of structures, streets or driveways, and open space.
- i. Approximate location and type of proposed drainage, water, and sewage facilities.
- j. Legal description of property.
- k. A physical description of the site, including its dominant characteristics, its vegetative character, its present use, and other relevant information.
- l. A natural hazards review consisting of a list of natural hazards such as periodic flooding, poor soil bearing conditions, and any other hazards peculiar to the site.
- m. An erosion review showing how erosion control will be achieved, and illustrating plans or programs that may be required by any existing soil erosion and sedimentation ordinance.

7. Environmental Impact Statement. When an environmental assessment is required, it shall include the following information concerning the site of the proposed use:

- a. The name and address of the applicant.
- b. A description of the applicant's proprietary interest in the site of the proposed use.
- c. The name, address, and professional qualifications of the proposed professional design team members, including the designation of the person responsible for the preparation of the environmental impact statement.
- d. The description and purpose of the proposed use.
- e. Six copies and one reproducible transparency of a schematic use plan of the proposed use showing the general location of the proposed use and major existing physical and natural features on the site, including, but not limited to, watercourses, rock outcropping, wetlands, and wooded areas.
- f. The location of the existing utilities and drainage ways.
- g. The location and notation of public streets, parks, and railroad and utility rights-of-way within or adjacent to the proposed use.
- h. The general location and dimensions of proposed streets, driveways, sidewalks, pedestrian ways, trails, off-street parking, and loading areas.
- i. The general location and approximate dimensions of proposed structures.
- j. Major proposed change of land forms such as new lakes, terracing, or excavating.
- k. Approximate existing and proposed contours and drainage patterns, showing at least five-foot contour intervals.
- l. Sketches showing the scale, character, and relationship of structures, streets, or driveways, and open space.
- m. Approximate location and type of proposed drainage, water and sewage treatment and disposal facilities.
- n. A legal description of the property.
- o. An aerial photo and contour map showing the development site in relation to the surrounding area.
- p. A description of the physical site, including its dominant characteristics, its vegetative character, its present use, and other relevant information.
- q. A soil review giving a short descriptive summary of the soil types found on the site and whether the soil permits the use of septic tanks or requires central sewer. The review may be based on the "United Soil Classification System" as adopted by the United States Government Corps of Engineers and Bureau of Reclamation, dated January 1952, or the natural cooperative soil survey classification system, and the standards for the development prospects that have been offered for each portion of the site.

- r. A natural hazards review consisting of a list of natural hazards such as periodic flooding, poor soil bearing conditions, and any other hazards peculiar to the site.
- s. A substrata review including a descriptive summary of the various geologic bedrock formations underlying the site, including the identification of known aquifers, the approximate depths of the aquifers and, if being tapped for use, the principal uses to be made of these waters, including irrigation, domestic water supply, and industrial usage.
- t. An erosion review showing how erosion control will be achieved, and illustrating plans or programs that may be required by any existing soil erosion and sedimentation ordinance.
- u. At a minimum, plans for compliance with all of the following standards shall be required for construction and post-construction periods:
 - Surface drainage designs and structures are erosion proof through control of the direction, volume, and velocities of drainage patterns. These patterns shall promote natural vegetation growth that are included in the design in order that drainage waters may be impeded in their flow and percolation encouraged.
 - The design shall include trash collection devices when handling street and parking drainage to contain solid waste and trash.
 - Watercourse designs, control volumes, and velocities of water to prevent bottom and bank erosion. In particular, changes of direction shall guard against undercutting of banks.
 - If vegetation has been removed or has not been able to occur on surface areas such as infill zones, it shall be the duty of the developer to stabilize and control the impacted surface areas to prevent wind erosion and the blowing of surface material through the planting of grasses, and windbreaks and other similar barriers.

8. Driveways. The construction, improvement, and maintenance of a driveway shall be permitted for any dwelling or other permanent building allowed in a critical dune area, including a dwelling or other permanent building approved under this ordinance or a lawful nonconforming use, subject only to applicable permit requirements under Sections 35312 through 35325 of Part 353 of Public Act 451 of 1999, as amended, and the following:

- a. A driveway shall be permitted either to the principal building or, in the sole discretion of the applicant, to an accessory building, under the provisions of this ordinance. Additional driveways, if any, shall meet the applicable requirements for any other use under this ordinance. The development of a plan for a driveway should include consideration of the use of retaining walls, bridges, or similar measures, if feasible, to minimize the impact of the driveway, parking, and turnaround areas, and the consideration of alternative locations on the same lot of record
- b. Driveways on slopes steeper than a 1-foot vertical rise in a 4-foot horizontal plane, but not steeper than a 1-foot rise in a 3-foot horizontal plane, shall be in accordance with a site plan submitted with the permit application and prepared for the site by a registered professional architect or licensed professional engineer. The site plan shall include:
 - Storm water drainage that provides for disposal of storm water without serious erosion,
 - Methods for controlling erosion from wind and water, and
 - Restabilization, by design elements including vegetation, cut-and-fill, bridges, traverses, and such other elements as are required in the judgment of the architect or engineer to meet these requirements.
- c. Driveways on slopes steeper than a 1-foot vertical rise in a 3-foot horizontal plane shall be in accordance with a site plan submitted with the permit application and prepared for the site by a licensed professional engineer. The site plan shall include:

- Storm water drainage that provides for disposal of storm water without serious erosion,
 - Methods for controlling erosion from wind and water, and
 - Restabilization, by design elements including vegetation, cut-and-fill, bridges, traverses, and such other elements as are required in the judgment of the engineer to meet these requirements. The engineer shall certify under seal that the driveway is not likely to increase erosion or decrease stability.
- d. Temporary construction access for all construction, including new construction, renovation, repairs, rebuilding, or replacement, and repair, improvement, or replacement of septic tanks and systems, shall be allowed for any use allowed in a critical dune area for which a driveway is not already installed by the owner, subject only to the requirements that the temporary access shall not involve a contour change or vegetation removal that increases erosion or decreases stability except as can be restabilized upon completion of the construction. The temporary access shall be maintained in stable condition, and restabilization shall be commenced promptly upon completion of the construction.
9. Utilities. A use needed to maintain, repair, or replace existing utility lines, pipelines, or other utility facilities within a critical dune area that were in existence on July 5, 1989, or were constructed in accordance with a permit under this section or under Part 353 of the Natural Resources and Environmental Protection Act, being Act 451 of the Public Acts of 1994, as amended, is exempt for purposes for which the permit was issued from the operation of this section if the maintenance, repair, or replacement is completed in compliance with all of the following:
- a. Vehicles shall not be driven on slopes greater than 1-foot vertical rise in a 3-foot horizontal plane.
 - b. All disturbed areas shall be immediately stabilized and revegetated with native vegetation following completion of work to prevent erosion.
 - c. Any removal of woody vegetation shall be done in a manner to assure that any adverse effect on the dune will be minimized and will not significantly alter the physical characteristics or stability of the dune.
 - d. To accomplish replacement of a utility pole, the new pole shall be placed adjacent to the existing pole, and the existing pole shall be removed by cutting at ground level.
 - e. In the case of repair of underground utility wires, the repair shall be limited to the minimal excavation necessary to replace the wires by plowing, small trench excavation, or directional boring. Replacement of wires on slopes steeper than 1-foot vertical rise in a 4-foot horizontal plane shall be limited to installation by plowing or directional boring only.
 - f. In the cases of repair or replacement of underground pipelines, directional boring shall be utilized, and if excavation is necessary to access and bore the pipeline the excavation area shall be located on slopes 1-foot vertical rise in a 4-foot horizontal plane or less.
10. Accessibility. Notwithstanding any other provision of this section, at the request of the applicant, the construction, improvement and maintenance of accessibility measures shall be permitted for any dwelling or other permanent building allowed in a critical dune area, including a dwelling or other permanent building approved under this section or a lawful nonconforming use, subject only to applicable permit requirements of this section and the following:
- a. Accessibility measures on slopes steeper than 1-foot vertical rise in a 4-foot horizontal plane, but not steeper than a 1-foot vertical rise in a 3-foot horizontal plane, shall be in accordance with a site plan submitted with the permit application and prepared for the site by a registered professional architect or licensed professional engineer. The site plan shall include:

- Storm water drainage that provides for disposal of storm water without serious erosion,
 - Methods for controlling erosion from wind and water, and
 - Restablization, by design elements including vegetation, cut-and-fill, bridges, traverses, and such other elements as are required in the judgement of the architect or engineer to meet these requirements.
- b. Accessibility measures on slopes steeper than a 1-foot vertical rise in a 3-foot horizontal plane shall be in accordance with a site plan submitted with the permit application and prepared for the site by a licensed professional engineer. The site plan shall include:
- Storm water drainage that provides for disposal of storm water without serious erosion,
 - Methods for controlling erosion from wind and water, and
 - Restablization, by design elements including vegetation, cut-and-fill, bridges, traverses, and such other elements as are required in the judgement of the architect or engineer to meet these requirements. The engineer shall certify under seal that the accessibility measures are not likely to increase erosion or decrease stability.

The choice of components for an accessible route under American national standards institute standard 402.2 shall be at the option of the applicant.

11. Prohibited Uses. The following uses are not permitted in a critical dune area:

- a. The disposal of sewage on-site unless the standards of applicable sanitary codes are met or exceeded.
- b. A use that does not comply with the minimum setback requirements required by rules that are promulgated under part 323 of Public Act 451 of 1994.
- c. A surface drilling operation that is utilized for the purpose of exploring for or producing hydrocarbons or natural brine or for the disposal of the waste or by-products of the operation, except those that are lawfully in existence at a site on July 5, 1989 may be continued. The continuance, completion, restoration, reconstruction, extension, or substitution of those existing uses shall be permitted upon reasonable terms prescribed by the Planning Commission.
- d. Production facilities regulated under parts 615 and 625 of Act 451 of 1994, except those that are lawfully in existence at a site on July 5, 1989 may be continued. The continuance, completion, restoration, reconstruction, extension, or substitution of those existing uses shall be permitted upon reasonable terms prescribed by the Planning Commission.

12. Non-Permitted Uses, Unless a Variance is Granted. Unless a variance is granted, the following uses are not permitted in a critical dune area:

- a. A structure and access to the structure on a slope within a critical dune area that has a slope that measures from a 1-foot vertical rise in a 4-foot horizontal plane to less than a 1-foot vertical rise in a 3-foot horizontal plane, unless the structure and access to the structure are in accordance with a site plan prepared for the site by a registered professional architect or a licensed professional engineer and the site plan provides for the disposal of storm waters without serious soil erosion and without sedimentation of any stream or other body of water.
- b. A use on a slope within a critical dune area that has a slope steeper than a 1-foot vertical rise in a 3-foot horizontal plane.
- c. A use involving a contour change if the Zoning Administrator determines that it is more likely than not to increase erosion or decrease stability.

- d. Sylvicultural practices, as described in the "Forest Management Guidelines for Michigan", prepared by the Society of American Foresters as revised in 2010, if the City of Muskegon determines that they are more likely than not to increase erosion or decrease stability.
 - e. A use that involves a vegetation removal if the Zoning Administrator determines that it is more likely than not to increase erosion or decrease stability.
- 13. Site Plan Review. When reviewing a site plan submitted, along with all the application information required, the Zoning Administrator shall:
 - a. Ensure that the requirements of the zoning ordinance have been met and the plan is consistent with existing laws.
 - b. Determine whether the advice or assistance of Muskegon County will be helpful in reviewing a site plan, and if so, to so seek it.
 - c. Recommend alterations of a proposed development to minimize adverse effects anticipated if the development is approved and to ensure compliance with all applicable state and local requirements.
 - d. Determine that the proposed use will ensure and enhance the diversity, quality, function and values of the critical dune in a manner that is compatible with private property rights; allows for compatible economic development and multiple human uses of the critical dune, using the most competent, accurate and reliable information and scientific data available.
- 14. Use Standards. Any lot or parcel which in whole or part which falls within the Dune Overlay Zone and/or within 250 feet outside the Dune Overlay Zone that is determined by the Planning Commission to be essential to the hydrology, ecology, topography, or integrity of a critical dune area shall not be used except upon receipt of a permit from the Zoning Administrator. No zoning permit shall be issued for the use of land within this zone or within 250 feet outside the zone that is determined by the Planning Commission to be essential to the hydrology, ecology, topography, or integrity of a critical dune area until a site plan meeting the requirements of this Section and those of Article XXIII, Section 2330, have been met. If requested, the Planning Commission will make the final determination as to whether or not these standards have been met and shall exercise its lawful discretion in all cases in favor of protection of the critical dune area.
- 15. Prohibition of Construction Without Permit. No grading or clearing of a site shall be done prior to issuance of a zoning permit as required in this Ordinance.
- 16. Special Use Project Review Procedures. A proposed special use project shall be reviewed and a recommendation for approval, approval with conditions, or denial is made by the Planning Commission pursuant to the special use procedures of this ordinance shall be completed.
- 17. Department of Environmental Quality Review. Prior to issuing a permit allowing a special use project within a critical dune area, the Planning Commission shall submit the special use project application and site plan and their proposed decision to the Department of Environmental Quality, Land and Water Management Division following the procedures of this ordinance.
- 18. Nonconforming Uses. The lawful use of land or a structure, as existing and lawful within a critical dune area in the time of the adoption of this overlay zone, may be continued although the use of that land or structure does not conform to the provisions of this overlay zone. The continuance, completion, restoration,

reconstruction, extension or substitution of existing nonconforming uses of land or a structure may continue consistent with the nonconforming use requirements of this Ordinance. See Article XXII, Section 2202.

19. **Rebuilding of Lawful Structures.** A structure or use located in a critical dune area that is destroyed by fire, other than arson for which the owner is found to be responsible, or an act of nature, except for erosion, may be rebuilt or replaced if the structure or use was lawful at the time it was constructed or commenced; and a replacement structure and its use may differ from that which was destroyed if it does not exceed in size or scope that which was destroyed.
20. **Variance.** The Zoning Board of Appeals may grant a variance from the requirements of this overlay zone if an unreasonable hardship will occur to the owner of the property if the variance is not granted. The procedural requirements of Article XXIII (Site Plan Review) and Article XXV (Zoning Board of Appeals) shall be adhered to. A variance shall be subject to the following limitations:
 - a. The Zoning Board of Appeals may issue variances under Article XXV of the zoning ordinance if a practical difficulty will occur to the owner of the property if the variance is not granted. In determining whether a practical difficulty will occur if a variance is not granted, primary consideration shall be given to assuring that human health and safety are protected by the determination and that the determination complies with applicable local zoning, other state laws, and federal law. If a practical difficulty will occur to the owner of the property if the variance is not granted, a variance shall be granted under this Section unless the Zoning Board of Appeals determines that the use will significantly damage the public interest on the privately owned land, or, if the land is publicly owned, the public interest in the publicly owned land, by significant and unreasonable depletion or degradation of any of the following:
 - The diversity of the critical dune areas within the local unit of government.
 - The quality of the critical dune areas within the local unit of government.
 - The functions of the critical dune areas within the local unit of government.
 - b. The decision of the Zoning Board of Appeals shall be in writing and shall be based upon evidence that would meet the standards in Section 75 of the Administrative Procedures Act of 1969, 1969 PA 306, MCL 24.275. A decision denying a variance shall document, and any review upholding the decision shall determine, all of the following:
 - That the City of Muskegon has met the burden of proof under subsections 1A through 1C.
 - That the decision is based upon sufficient facts or data.
 - That the decision is the product of reliable scientific principles and methods.
 - That the decision has applied the principles and methods reliably to the facts.
 - That the facts or data upon which the decision is based are recorded in the file.
 - c. The City of Muskegon shall not require an environmental site assessment or environmental impact statement for a variance except for a special use project.
 - d. A variance shall not be granted from a setback requirement provided for under Section 35034 pursuant to Part 353 of the Public Act 451 of 1994 unless the property for which the variance is requested is one of the following:
 - A nonconforming lot of record that is recorded prior to July 5, 1989, and that becomes nonconforming due to the operation of Part 353.

- A lot legally created after July 5, 1989 that later becomes nonconforming due to natural shoreline erosion.
- Property on which the base of the first landward critical dune of at least 20 feet in height that is not a foredune is located at least 500 feet inland from the first foredune crest or line of vegetation on the property. However, the setback shall be a minimum of 200 feet measured from the foredune crest or line of vegetation.

21. Penalties. In addition to the penalty provisions of this Ordinance, the provisions of Public Act 451 of 1994 shall apply in the event of any violation. Pursuant to the Public Act, a court may impose on a person who violates any provision of this Dune Overlay Zone, or a provision of a permit issued hereunder, a civil fine of not more than \$5,000 for each day of violation, or order a violator to pay the full cost of the full cost of restabilization of a critical dune area or other natural resource that is damaged or destroyed as a result of a violation, or both. If a person is ordered by the Zoning Administrator to restore a critical dune that has been degraded by that person, the Zoning Administrator shall establish a procedure by which the restoration of the critical dune area is monitored to assure that the restoration is completed in a satisfactory manner.

22. Applicable Law. Incorporated by reference herein is Part 353, Michigan Natural Resources and Environmental Protection Act, PA 451 of 1994, as amended.

23. Severability. If any section, clause, or provision of this Ordinance be declared unconstitutional or otherwise invalid by a court of competent jurisdiction, said declaration shall not affect the remainder of the Ordinance. The City Commission hereby declares that it would have passed this Ordinance and each part, section, subsection, phrase, sentence and clause irrespective of the fact that any one or more parts, sections, subsections, phrases, sentences or clauses be declared invalid. However, if any provision of the Ordinance is declared invalid, the City must seek written confirmation from the DEQ that the Ordinance still complies with Part 353, Michigan Natural Resources and Environmental Protection Act, PA 451 of 1994, as amended.

This ordinance adopted:

Ayes:_____

Nays:_____

Adoption Date:_____

Effective Date:_____

First Reading:_____

Second Reading:_____

CITY OF MUSKEGON

By: _____
Ann Meisch, MMC, 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 12th day of December, 2017, 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 the Michigan Zoning Enabling Act, Public Acts of Michigan No. 33 of 2006, and that minutes were kept and will be or have been made available as required thereby.

DATED: _____, 2017.

Ann Meisch, MMC
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**

Please take notice that on December 12, 2017, the City Commission of the City of Muskegon adopted an ordinance to amend Section 2310 of the zoning ordinance to adopt a local critical dune ordinance. 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 regular business hours.

This ordinance amendment is effective ten days from the date of this publication.

Published _____, 2017.

CITY OF MUSKEGON

By _____
Ann Meisch, MMC
City Clerk

PUBLISH ONCE WITHIN TEN (10) DAYS OF FINAL PASSAGE.

Account No. 101-80400-5354



CRITICAL DUNE AREAS

Muskegon City Limits
Critical Dunes

