

CITY OF MUSKEGON

CITY COMMISSION MEETING

DECEMBER 11, 2018 @ 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:**
 - A. Recognition of Max McKee (Mart Dock), for Sponsorship and Participation in Youth Building Programs**
 - B. Recognition of LLS, Inc. (McDonald's) Continuing Participation in the "Good Buddy Bucks" Program**
- ☐ **INTRODUCTIONS/PRESENTATION:**
- ☐ **CITY MANAGER'S REPORT:**
- ☐ **CONSENT AGENDA:**
 - A. Approval of Minutes City Clerk**
 - B. Televising of Commission Meetings City Clerk**
 - C. Adopt a Resolution Approving the Liquor License Application for Western Michigan Rum Company, LLC City Clerk**
 - D. Amendment to PILOT Ordinance Planning & Economic Development**
 - E. Second Amendment to Contract for Housing Exemption – Nelson Place Planning & Economic Development**
 - F. 2019 Salary Schedule and Fringe Benefits for Non-Represented Employees City Manager**
 - G. Towing Contract Public Safety**
 - H. Approval of Sale: City-Owned Home at 1025 E Forest Community & Neighborhood Services**

- I. **Purchase Agreement – 880 First Street** City Manager
- J. **Request to Deny & Accept Properties that did not Sell During the Tax Sale for 2018** Planning & Economic Development
- K. **Parking Restrictions December 1 – March 1 – SECOND READING** Public Safety
- L. **Parking Ordinance Amendment Change – LO7** Public Safety
- M. **Parking Ordinance Amendment Change – LO9** Public Safety
- N. **Drinking Water Revolving Fund (DWRF) Project Plan Development** DPW
- O. **Community Relations Committee Appointment Recommendations** City Clerk
- ☐ **PUBLIC HEARINGS:**
 - A. **Public Hearing – Amendment to the Downtown Development Plan and Tax Increment Finance Plan of the City of Muskegon** Planning & Economic Development
- ☐ **COMMUNICATIONS:**
- ☐ **UNFINISHED BUSINESS:**
- ☐ **NEW BUSINESS:**
 - A. **LC Walker Arena Improvements** City Manager
 - B. **First Quarter 2018-19 Budget Reforecast** Finance Director
 - C. **Local 370, Muskegon Firefighters 2019-2023 Contract** City Manager
- ☐ **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 6, 2018

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

WORK SESSION

1. We will have a presentation on the needs assessment for the Marina. This will be done via a power-point. I'll try to forward the presentation to the commission in advance so you can have time to familiarize yourself with it prior to the formal presentation.
2. We are going to finish our discussion on the parking changes to even/odd. There are two small amendments that need to be considered. If we are not going to have 100% attendance at the regular meeting on Tuesday, we would then have to at least do the initial reading of the two amendments on Monday if we want the change to be effective before the end of the calendar year. Jeff Lewis will be in attendance to explain the amendments.
3. We would like to discuss the anticipated capital improvements for the Arena – specifically the roof, boiler, and dehumidification system. We will be seeking approval on the bids for the roof and dehumidification system on Tuesday, and hope to have final numbers on the boiler for the January meeting. Staff is reviewing financing options as well as cost-sharing options with the DDA. At this point, we are assuming that the entire cost would be \$2.5 Million at the high end. The cost to finance that over a 10 year period at 4.5% interest would be approximately \$311,000 annually. My recommendation would be to seek \$200,000 annually from the DDA and fund the additional \$111,000 annually from proceeds in the public improvement fund.

REGULAR MEETING

1. Under Honors and Awards we will be thanking Max McKee from the Mart Dock and LLC, Inc. (McDonalds) for sponsoring programming in partnership with the Muskegon Department of Public Safety.
2. 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. Authorization to enter into agreement to televise city commission meetings.
- c. Approval of a resolution approving the Liquor License for West Michigan Rum Company, LLC. This group previously paid the \$1,000 application fee as part of their original plans to locate in the LC Walker Arena 2 years ago. Staff will be applying that original application fee payment to this new application, as no inspections were completed on the original site after it was determined that locating the distillery in the arena would be cost prohibitive.
- d. We are seeking an amendment to our PILOT Ordinance to accommodate a request to refinance the debt at Nelson Place Apartments. The ownership's goal is to make needed improvements to the facility with the funds made available through their refinancing.
- e. We are seeking an amendment to the existing PILOT Agreement with Nelson Place Apartments to assist in their efforts to refinance the debt associated with their building.
- f. We are seeking approval of the 2019 non-represented employee wage/benefit plan. We are recommending a number of changes to the part-time matrix in-part to meet new minimum wage standards, and in-part to remain competitive in our attempt to hire part-time and seasonal employees. For full-time employees, we are seeking a 1.5% adjustment for cost-of-living and an additional 1% increase to the residency incentive (this would put the residency incentive at 4%). We are also seeking approval to increase the deferred compensation match (similar to a 401(k) match) to \$3,000 annually; it is currently \$2,000.
- g. Chief Lewis will be present to request that the commission award the towing contract to Ramos Towing. Ramos is our current vendor.
- h. CNS is seeking approval to sell the home located at 1025 East Forest.
- i. Staff is seeking an extension to the purchase agreement at 880 1st Street. The developer is working to align his financing and development plan. We expect to close on this property by the end of January.
- j. We are requesting that certain properties are accepted as city-owned as part of the 2018 tax sale. These are properties that went unclaimed. Our goal would be to renovate these homes and make them available to families in our core neighborhoods.
- k. We will have the Second Reading of Even/Odd parking restrictions
- l. We will have the Second Reading of changes to LO 7 to accommodate the new even/odd parking regulations.
- m. We will have the Second Reading of changes to LO 9 to accommodate the new even/odd parking regulations.

- n. We are seeking approval to enter into an agreement with Prein & Newhof to develop a plan for the City's Drinking Water Revolving Loan Fund Project.
- 3. Under Public Hearings we will accept comments regarding the City's plan to amend the DDA Tax Increment Finance Plan.
- 4. Under the New Business, we are asking the Commission to consider the following:
 - a. We are seeking authorization to award the contracts to replace the roof at the LC Walker Arena and the Dehumidification System at the LC Walker Arena.
 - b. Finance Director Lewis will be on hand to present the 1st Quarter Budget Reforecast.
 - c. We are seeking authorization to enter into a 5-year collective bargaining agreement with Local 370 (Muskegon Firefighters). This will allow us to hire 13 firefighters in January 2019 and an additional 7-10 firefighters in January 2020.

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

Date: December 4, 2018
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 27, 2018 Regular Meeting.

FINANCIAL IMPACT: None.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: Approval of the minutes.

CITY OF MUSKEGON

CITY COMMISSION MEETING

NOVEMBER 27, 2018 @ 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 27, 2018. 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, Commissioners Ken Johnson, Byron Turnquist, Debra Warren (arrived at 5:40 p.m.), Willie German, Jr., and Dan Rinsema-Sybenga, Acting City Manager Beth Lewis, City Attorney John Schrier, and City Clerk Ann Meisch.

Absent: Vice Mayor Eric Hood

2018-83 CONSENT AGENDA:

A. Approval of Minutes City Clerk

SUMMARY OF REQUEST: To approve minutes of the November 13, 2018 Regular Meeting.

FINANCIAL IMPACT: None

BUDGET ACTION REQUIRED: None

STAFF RECOMMENDATION: Approval of the minutes.

F. Approval of Sale: City-Owned Home at 1350 Eastwood Community & Neighborhood Services

SUMMARY OF REQUEST: To approve the resolution and instruct the Community and Neighborhood Services department to complete the sales transaction with Maletta Brown for the rehabilitated home at 1350 Eastwood Drive for a purchase price of \$137,000.

FINANCIAL IMPACT: The proceeds from the sale will be used to continue the

rehabilitation of affordable homes through the HOME program and provide funding for our Homebuyer's Assistance Program.

BUDGET ACTION REQUIRED: None

STAFF RECOMMENDATION: To approve the resolution and direct the CNS staff to complete the sale.

Motion by Commissioner Rinsema-Sybenga, second by Commissioner Johnson, to approve the consent agenda as presented, except item B, C, D, E, and G.

**ROLL VOTE: Ayes: German, Rinsema-Sybenga, Turnquist, Johnson, and Gawron
Nays: None**

MOTION PASSES

2018-84 ITEMS REMOVED FROM CONSENT AGENDA:

B. 2018-2019 Muskegon High School Community Officer Agreement Public Safety

SUMMARY OF REQUEST: To approve the 2018-2019 Muskegon High School Community Officer Agreement. This agreement provides Muskegon High School with a Community Officer during the nine months school is in session.

FINANCIAL IMPACT: Muskegon Public Schools agrees to pay the city of Muskegon \$2,533.53 each month, from September 2018 through May 2019, totaling \$22,801.77.

BUDGET ACTION REQUIRED: None

STAFF RECOMMENDATION: Approve the 2018-2019 Muskegon High School Community Officer Agreement.

Motion by Commissioner German, second by Commissioner Johnson, to approve the 2018-2019 Muskegon High School Community Officer Agreement.

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

Nays: None

MOTION PASSES

**C. Rezoning Several Properties Planning & Economic Development
SECOND READING**

SUMMARY OF REQUEST: Staff initiated request to rezone 372, 380, 388, 394, 398, 406, and 414 Houston Avenue; and 1148 6th Street from R-3, High-Density Single-Family Residential to Form Based Code, Urban Residential to allow for more housing options.

FINANCIAL IMPACT: None

BUDGET ACTION REQUIRED: None

STAFF RECOMMENDATION: Staff recommends approval of the rezonings.

COMMITTEE RECOMMENDATION: The Planning Commission recommended approval of the rezonings (plus the rezonings of 1246, 1252 and 1258 5th Street) by a 7-1 vote, with one member absent at the October 4 Special Planning Commission meeting. Staff has recently recommended to remove 1246, 1242, and 1258 5th Street from the request due to comments from the public.

Motion by Commissioner German, second by Commissioner Johnson, to approve the rezonings.

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

Nays: None

MOTION PASSES

D. Livability Magazine City Manager

SUMMARY OF REQUEST: Muskegon Lakeshore Chamber is producing the first in an annual series of magazines focused on attracting residents to the Muskegon Area. The Downtown organizations are looking to have a large presence in the magazine by purchasing a three-page fold-out of the rear cover. City staff asked to partner with the Downtown agencies in an effort to expand that marketing into the rest of the city. The city will be reimbursed for 2/3 of the \$17,115.00 cost. The joint advertisement will now focus on livability from the Lakeshore to the Downtown, and will also include living options in the City's central and eastern neighborhoods.

FINANCIAL IMPACT: \$17,115.00

BUDGET ACTION REQUIRED: None at this time.

STAFF RECOMMENDATION: To approve the advertising agreement with Journal Communications in the amount of \$17,115.00, and authorize the City Manager to sign.

Motion by Commissioner Johnson, second by Commissioner German, to approve the advertising agreement with Journal Communications in the amount of \$17,155.00, and authorize the City Manager to sign.

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

Nays: None

MOTION PASSES

E. Muskegon Convention Center – Owners Representative Agreement City Manager

SUMMARY OF REQUEST: City and County staff are recommending that the City of Muskegon formally engage Construction Simplified to act as the owner's representative on the Convention Center Project. As the owner's representative, Construction Simplified will assist through each phase of the project – including design, pre-construction, construction, and a warranty period.

FINANCIAL IMPACT: \$206,858

BUDGET ACTION REQUIRED: None at this time

STAFF RECOMMENDATION: To approve the agreement with Construction Simplified and authorize the City Manager to sign.

Motion by Commissioner German, second by Commissioner Johnson, to approve the agreement with Construction Simplified and authorize the City Manager to sign.

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

Nays: None

MOTION PASSES

G. COAM (Command Officers Association of Michigan) 2019 Renewal City Manager

SUMMARY OF REQUEST: Staff has come to terms on a new 4-year contract with the Police Command Division. The agreement will take effect January 1, 2019. The contract contains similar wage adjustments and benefit changes previously negotiated with other bargaining units. The major long-term change to the benefit structure is the implementation of a frozen FAC multiplier bridge in the pension program.

FINANCIAL IMPACT: None

BUDGET ACTION REQUIRED: None at this time

STAFF RECOMMENDATION: To approve the tentative agreement as presented and authorize the Mayor and Clerk to sign the new contract with COAM.

Motion by Commissioner Johnson, second by Commissioner Warren, to approve the agreement as presented and authorize the Mayor and Clerk to sign the new contract with COAM – Command Officers Association of Michigan.

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

Nays: None

MOTION PASSES

2018-85 UNFINISHED BUSINESS:

A. Parking Restrictions December 1 – March 1 Public Safety

SUMMARY OF REQUEST: The Director of Public Safety requests that the Commission approve the changes for Chapter 92, LO7 and LO9 of the ordinance regarding the seasonal parking plan, December 1st, through March 1st.

1. (LO7) Along or on any unpaved parkway, except where the same is used for a driveway to enter private or public property.
2. (LO9) From December 1 through March 1 of each year and during any declared snow emergency, where parking is currently allowed on both sides of the street, on street parking is modified as follows:
 - a. Parking is allowed on the side of the street with even numbered addresses on even numbered calendar days between the hours of 7:00 a.m. and 5:00 p.m.
 - b. Parking is allowed on the side of the street with odd numbered addresses on odd numbered calendar days between the hours of 7:00 a.m. and 5:00 p.m.
 - c. Parking is allowed on both sides of the street all days between the hours of 5:00 p.m. and 7:00 a.m.

Where parking is currently allowed on one side of the street only, parking is allowed except between the hours of 2:00 a.m. and 6:00 a.m.

In the downtown business area bordered by Shoreline Drive, Spring Street, Apple Avenue and Seventh Street, parking is allowed except between the hours of 2:00 a.m. and 6:00 a.m.

All signed parking restrictions apply all days of the week.

This section applies to every portion of every block of every city street.

FINANCIAL IMPACT: None

BUDGET ACTION REQUIRED: None

STAFF RECOMMENDATION: Staff recommends approval of the Parking Restrictions changes to the Code of Ordinances.

Motion by Commissioner Rinsema-Sybenga, second by Commissioner Turnquist, to approve the Parking Restrictions changes to the Code of Ordinances.

AMENDMENT: Motion by Commissioner Rinsema-Sybenga, second by Commissioner Turnquist to amend the motion to:

- 1. include allowing terrace parking on streets that allow parking on only one side of the street**
- 2. include Midtown (Third Street from Merrill to Muskegon) in the downtown business area**

3. **Muskegon Avenue & Seventh Street to Shoreline Drive to Spring Street to Apple Avenue to First Street, to Muskegon Avenue & Seventh Street**

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

Nays: None

MOTION PASSES

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

Nays: None

MOTION PASSES

2018-86 NEW BUSINESS:

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

561 Catherine Avenue (garage only)

1874 Manz Street

SUMMARY OF REQUEST: This is to request that the City Commission concur with the findings of the Housing Board of Appeals that the structures are unsafe, substandard, a public nuisance and that they be demolished within thirty (30) days or infraction tickets may be issued. It is further requested that administration be directed to obtain bids for the demolition of the structures and that the Mayor and City Clerk be authorized and directed to execute contracts 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 for 561 Catherine (garage only)

None for 1874 Manz Street

BUDGET ACTION REQUIRED: None

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

Motion by Commissioner Turnquist, second by Commissioner Johnson, to concur with the Housing Board of Appeals decision to demolish.

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

Nays: None

MOTION PASSES

PUBLIC PARTICIPATION: Public comments were received.

ADJOURNMENT: The City Commission meeting adjourned at 7:25 p.m.

Respectfully Submitted,

Ann Marie Meisch, MMC – City Clerk

Date: December 4, 2018
To: Honorable Mayor and City Commissioners
From: Ann Marie Meisch, City Clerk
RE: Televising of Commission Meetings

SUMMARY OF REQUEST: The necessary upgrades have finally been made to our equipment allowing us to, once again, broadcast our City Commission meetings on our Government Channel. We received proposals from two sources with the ability to provide this service. We are recommending Andy O'Riley be retained to film our City Commission meetings live on television and Facebook.

FINANCIAL IMPACT: \$350 per meeting and up to \$2,500 for additional needed equipment.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: To allow staff and attorney to create an agreement approving Andy O'Riley to broadcast City Commission meetings on our Government Access Channel.

Date: December 4, 2018
To: Honorable Mayor and City Commissioners
From: Ann Marie Meisch, City Clerk
**RE: Adopt a Resolution Approving the Liquor License
Application for Western Michigan Rum Company, LLC**

SUMMARY OF REQUEST: To adopt a resolution approving the request for a Liquor License for West Michigan Rum Company, LLC to be licensed as a Small Distiller.

FINANCIAL IMPACT: None.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: Adopt a resolution approving the request.



Michigan Department of Licensing and Regulatory Affairs
Liquor Control Commission (MLCC)
Toll Free: 866-813-0011 • www.michigan.gov/lcc

Business ID: _____

Request ID: _____

(For MLCC use only)

Local Government Approval

(Authorized by MCL 436.1501)

Instructions for Applicants:

- You must obtain a recommendation from the local legislative body for a new on-premises license application, certain types of license classification transfers, and/or a new banquet facility permit.

Instructions for Local Legislative Body:

- Complete this resolution or provide a resolution, along with certification from the clerk or adopted minutes from the meeting at which this request was considered.

At a _____ meeting of the _____ council/board
(regular or special) (township, city, village)

called to order by _____ on _____ at _____
(date) (time)

the following resolution was offered:

Moved by _____ and supported by _____

that the application from Peter Johnson and Cody Wasilchenko of Western Michigan Rum Company, LLC
(name of applicant - if a corporation or limited liability company, please state the company name)

for the following license(s): Small Distiller
(list specific licenses requested)

to be located at: 500 W. Western Ave, Suite 300, Muskegon, MI 49440

and the following permit, if applied for:

☐ Banquet Facility Permit Address of Banquet Facility: _____

It is the consensus of this body that it _____ this application be considered for
(recommends/does not recommend)

approval by the Michigan Liquor Control Commission.

If disapproved, the reasons for disapproval are _____

Vote

Yeas: _____

Nays: _____

Absent: _____

I hereby certify that the foregoing is true and is a complete copy of the resolution offered and adopted by the _____
council/board at a _____ meeting held on _____ (township, city, village)
(regular or special) (date)

Print Name of Clerk

Signature of Clerk

Date

Under Article IV, Section 40, of the Constitution of Michigan (1963), the Commission shall exercise complete control of the alcoholic beverage traffic within this state, including the retail sales thereof, subject to statutory limitations. Further, the Commission shall have the sole right, power, and duty to control the alcoholic beverage traffic and traffic in other alcoholic liquor within this state, including the licensure of businesses and individuals.

Please return this completed form along with any corresponding documents to:

Michigan Liquor Control Commission

Mailing address: P.O. Box 30005, Lansing, MI 48909

Hand deliveries or overnight packages: Constitution Hall - 525 W. Allegan, Lansing, MI 48933

Fax to: 517-763-0059



Michigan Department of Licensing and Regulatory Affairs
Liquor Control Commission (MLCC)
Toll-Free: 866-813-0011 - www.michigan.gov/lcc

Business ID: _____
Request ID: _____
(For MLCC Use Only)

Manufacturer & Wholesaler License & Permit Application

For information on manufacturer and wholesaler licenses and permits, including a checklist of required documents for a completed application, please visit the Liquor Control Commission's frequently asked questions website by [clicking this link](#).

Part 1 - Applicant Information

Individuals, please state your legal name. Corporations or Limited Liability Companies, please state your name as it is filed with the State of Michigan Corporation Division.

Applicant name(s): West Michigan Rum Company, LLC		
Address to be licensed: 500 W. Western Ave, Suite 300		
City: Muskegon	Zip Code: 49440	
City/township/village where license will be issued: Muskegon		County: Muskegon County
Federal Employer Identification Number (FEIN): 81-4151847		

Leave Blank - MLCC Use Only

1. Are you requesting a new license? ☒ Yes ☐ No
2. Are you applying ONLY for a new permit or permission? ☐ Yes ☒ No
3. Are you buying an existing license? ☐ Yes ☒ No
4. Are you modifying the size of the licensed premises? ☐ Yes ☒ No
If Yes, specify: ☐ Adding Space ☐ Dropping Space ☐ Redefining Licensed Premises
5. Are you transferring the location of an existing license? ☐ Yes ☒ No
6. Is this license being transferred as the result of a default or court action? ☐ Yes ☒ No
7. Do you intend to use this license actively? ☒ Yes ☐ No

Part 2 - License Transfer Information (If Applicable)

If transferring ownership of a license ONLY and not transferring the location of a license, fill out only the name of the current licensee(s)

Current licensee(s):		
Current licensed address:		
City:	Zip Code:	
City/township/village where license is issued:		County:

Part 3 - Licenses, Permits, and Permissions

Applicants for Manufacturer & Wholesaler licenses, permits, and permissions must complete the attached Schedule A and return it with this application. Transfer the fee calculations from the Schedule A to Part 4 below.

Part 4 - Inspection, License, and Permit Fees - Make checks payable to State of Michigan

Inspection Fees - Pursuant to MCL 436.1529(4) a nonrefundable inspection fee of \$70.00 shall be paid to the Commission by an applicant or licensee at the time of filing of a request for a new license or permit, a request to transfer ownership or location of a license, or a request to increase or decrease the size of the licensed premises. Requests for a new permit in conjunction with a request for a new license or transfer of an existing license do not require an additional inspection fee.

License and Permit Fees - Pursuant to MCL 436.1525(1), license and permit fees shall be paid to the Commission for a request for a new license or permit or to transfer ownership or location of an existing license.

Inspection Fees:	\$70.00	License & Permit Fees:	\$275.00	TOTAL FEES:	\$345.00
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Schedule A - Licenses, Permits, & Permissions

Licenses, permits, and permissions selected on this form will be investigated as part of your request. Please verify your information prior to submitting your application, as some licenses, permits, or permissions cannot be added to your request once the application has been sent out for investigation by the Enforcement Division.

License Type:	Base Fee:	Fee Code MLCC Use Only
☐ Brewer	\$50.00	
☐ Micro Brewer (Under 60,000 barrels annually)	\$50.00	
☐ Wine Maker	\$100.00	
☐ Small Wine Maker (Under 50,000 gallons annually)	\$25.00	
☐ Winery Tasting Room	\$100.00	
☐ Spirit Tasting Room	\$100.00	
☐ Brandy Tasting Room	\$100.00	
☐ Manufacturer of Brandy	\$100.00	
☐ Manufacturer of Mixed Spirit Drink	\$100.00	
☐ Manufacturer of Spirits	\$1,000.00	
☒ Small Distiller (Under 60,000 gallons annually)	\$100.00	4038
☐ Outstate Seller of Beer	\$1,000.00	
☐ Outstate Seller of Wine	\$300.00	
☐ Outstate Seller of Mixed Spirit Drink	\$300.00	
☐ Wholesaler	\$300.00	
For delivery vehicle decal fees please use <u>Report of Delivery Vehicles form (LCC-351)</u> .		
☐ Warehouser	\$50.00	
☐ Industrial Manufacturer	\$10.00	
☐ Seller of Alcohol	\$10.00	
☐ Limited Alcohol Buyer	\$10.00	
☐ Consumer Sampling Event License	No charge	

*Sunday Sales Permit (AM) allows the sale of liquor, beer, and wine on Sunday mornings between 7:00am and 12:00 noon, if allowed by the local unit of government.

**Sunday Sales Permit (PM) allows the sale of liquor on Sunday afternoons and evenings between 12:00 noon and 2:00am (Monday morning), if allowed by the local unit of government. No Sunday Sales Permit (PM) is required for the sale of beer and wine on Sunday after 12:00 noon. The Sunday Sales Permit (PM) fee is 15% of the fee for the license that allows the sale of liquor. Additional bar fees and B-Hotel room fees are also calculated as part of the permit fee.

Licenses, permits, and permissions selected on this form will be investigated as part of your request. Please verify your information prior to submitting your application, as some licenses, permits, or permissions cannot be added to your request once the application has been sent out for investigation by the Enforcement Division.

Permits:	Base Fee:	Fee Code MLCC Use Only
☒ Sunday Sales Permit (AM)	\$160.00	4033
☒ Sunday Sales Permit (PM)	\$15.00	4032
☐ Catering Permit	\$100.00	
☐ Beer and Wine Tasting Permit	No Charge	
☒ Outdoor Service	No Charge	
☒ Entertainment Permit	No Charge	
☒ Dance Permit	No Charge	
☐ Topless Activity Permit	No Charge	
☐ Living Quarters	No Charge	
☐ Specific Purpose Permit (list activity below):		
Days/Hours requested: _____		
☒ Extended Hours Permit (check type below):	No Charge	
☒ Dance ☒ Entertainment		
Days/Hours requested: <u>open at 10 am, close at 2 am daily</u>		
☐ Off-premise Storage	No charge	
☐ Direct Connection(s)	No charge	

Inspection, License, Permit, & Permission Fee Calculation

Number of Licenses: 1 x \$70.00 Inspection Fee

Total Inspection Fee(s): \$70.00

Total License Fee(s): \$100.00

Total Permit Fee(s): \$175.00

TOTAL FEES DUE: \$345.00

Make checks payable to **State of Michigan**

Commission Meeting Date:

Date: December 6, 2018
To: Honorable Mayor and City Commissioners
From: Planning & Economic Development
RE: Amendment to PILOT Ordinance

SUMMARY OF REQUEST:

To amend Section 82-51 of the City Code of Ordinances to reduce the service charge to be paid in lieu of taxes from a 3% minimum to a 2% minimum. The new essential service fees that the City has been including in development agreements will allow the City to collect more revenue.

FINANCIAL IMPACT:

The City will gain more revenue through essential services fees than from service charges.

BUDGET ACTION REQUIRED:

None

STAFF RECOMMENDATION:

Approval of the amended ordinance

COMMITTEE RECOMMENDATION:

None

**CITY OF MUSKEGON
MUSKEGON COUNTY, MICHIGAN
ORDINANCE NO. ____**

THE CITY COMMISSION OF THE CITY OF MUSKEGON HEREBY ORDAINS:

1. Chapter 82, Article II of the Code of Ordinances of the City of Muskegon, Michigan, Section 82-51 are amended to read as follows:

Section 82-51. Payment in lieu of taxes; amount; standards for determination.

The payments in lieu of taxes to be made by housing projects exempt from ad valorem taxes under this division are hereby established by the city pursuant to Section 15a of Public Act No. 346 of 1966 (MCL 125.1415a), without regard to the amounts otherwise set forth in such section of this act. The service charge to be paid in lieu of taxes by any housing project exempt under this division shall be determined as follows:

(1) *Amount.* Except as provided in subsection (2)(h) of this section, the service charge shall be in an amount no less than 2 percent nor more than 20 percent of the contract rents charged for the total of all units in the exempt housing project, whether the units are occupied or not and whether or not the rents are paid. In no event shall the service charge exceed the ad valorem real property taxes which would be paid for the housing project if it were not exempt.

(2) *Standards for determining the amount of the payment in lieu of taxes.* In determining the amount of service charge (not less than the minimum) which will be paid the city for a housing project exempt under this division the following standards shall guide the city. All criteria which apply shall be considered to arrive at the service charge:

a. In the event the housing project or a substantial part thereof is located in a rehabilitated structure, for that portion of the project found in the rehabilitated structure the city shall establish a lower service charge.

b. In the event the housing project is located in an area of the city which is part of a tax increment district and removes taxable property from the tax roll, the city shall establish a higher service charge.

c. The city shall consider the number of exempt units as compared to nonexempt units which are attached or contiguous to the housing project, but which are developed simultaneously with it by the same developer. To the extent that nonexempt units, including units calling for market rents, are included in the development, the city shall consider lowering the rate of the service charge on the exempt units.

d. In the event the housing project is proximate to nonsubsidized and nonexempt housing which is not part of any project for which the developer of the exempt housing project is responsible, the city shall establish a higher service charge.

e. In the event the housing project is eligible for other property tax abatements or reductions of any kind, or municipal benefits not generally available to residential properties, the city shall establish a higher service charge.

f. In the event the housing project results in an increase in the need for public services such as water or sewer extensions, public transportation services, additional snow plowing, police and fire services, or increased school populations, the city shall establish a higher service charge.

g. In the event the city determines that the housing project will result in significantly increased traffic generation or street or highway safety problems, the city shall establish a higher service charge.

h. For a project which meets the criteria of section 82-50(4), the service charge may be continued in the amount the city had previously determined.

(3) *Property or unit becoming ineligible.* In the event any residential unit is found to be occupied by persons who are not eligible to occupy exempt units under this division, the service charge for that unit, prorated, shall equal the general property taxes which would be payable (prorata) for that unit. In the event the city determines that more than 50 percent of the units in the housing project are occupied by such ineligible persons, then the entire housing project shall be immediately liable for a service charge in an amount equal to the ad valorem property taxes which would otherwise be charged by tax bills normally issuing in the year of the city's determination.

2. This Ordinance is to become effective ten (10) days after adoption.

Ayes:

Nays:

First Reading:

Second Reading:

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 ____ day of _____, 2018, at which meeting a quorum was present and remained throughout, and that the meeting was conducted and public notice was given pursuant to and in full compliance with Act No. 267, Public Acts of Michigan of 1976, as amended, and that minutes were kept and will be or have been made available as required thereby.

Date: _____, 2018

Ann Marie Meisch, MMC
City Clerk

Publish: Notice of Adoption to be published once within ten (10) days of final adoption.

**CITY OF MUSKEGON
NOTICE OF ADOPTION**

TO: ALL PERSONS INTERESTED

Please take notice that on _____, 2018, the City Commission of the City of Muskegon amended Chapter 82, Article II of the Muskegon City Code, summarized as follows:

1. Section 82-51 is amended to provide that the combination of the service charge, which means the payment in lieu of taxes, and the essential services fee shall be not less than 2% nor more than 20% of the contract rents charged for the total of all units in the project, whether the units are occupied or not and whether or not the rents are paid.

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 (10) days from the date of this publication.

Published: _____, 2018

CITY OF MUSKEGON

By _____
Ann Marie Meisch, MMC
City Clerk

PUBLISH ONCE WITHIN TEN (10) DAYS OF FINAL PASSAGE

Commission Meeting Date:

Date: December 6, 2018
To: Honorable Mayor and City Commissioners
From: Planning & Economic Development
RE: Second Amendment to Contract for Housing Exemption – Nelson Place

SUMMARY OF REQUEST:

The City granted a PILOT to the developer on March 26, 1996 and executed the first amendment to the Contract for Housing Exemption on March 11, 2014. The developer has now decided to refinance the building and this amendment is necessary to insure the continued operation of the project. The current PILOT, which expires in 2029, mandates that the developer pay 4% of the total of the contract rents to the City. The developer is requesting to extend the PILOT until 2036. The developer has agreed to amend the PILOT to pay 2% of the total of the contract rents and a 2% essential services fee from now until 2029 and then 2% of the total of the contract rents and a 4% essential services fee from 2030 until 2036.

FINANCIAL IMPACT:

The City will gain increased revenue from increased essential services fees.

BUDGET ACTION REQUIRED:

None

STAFF RECOMMENDATION:

Approval of the second amendment to the contract for housing exemption and development agreement.

COMMITTEE RECOMMENDATION:

None

DEVELOPMENT AGREEMENT

This Agreement between **NELSON PLACE LIMITED DIVIDEND HOUSING ASSOCIATION**, a Michigan limited partnership (the "Developer") and **CITY OF MUSKEGON**, 933 Terrace Street, Muskegon, Michigan (the "City") is made pursuant to the following terms:

RECITALS

A. Concurrent with this Agreement, Developer and City have entered into a Second Amendment to Contract for Housing Exemption (the "Exemption Agreement"), an executed copy of which is attached hereto as Exhibit 1, for the operation of a low-income housing project for families, known as the Nelson Place Apartments located at 350 Houston Avenue, Muskegon MI (the "Development"); and

B. The City has granted an exemption from all ad valorem property taxes for the affordable housing units within the Development; and

C. In addition to the terms of the Exemption Agreement regarding the Development's tax exempt status, the parties wish to memorialize additional details herein.

Now, therefore, for good and valuable consideration, the parties agree as follows:

1. In addition to imposition of the minimum service charge of two percent (2%) of contract rents, as outlined in the Exemption Agreement, Developer shall pay to the City an essential services fee of two percent (2%) of contract rents, for the provision of essential services such as police and fire protection, pursuant to the same timeline as that of the service charge through 2029 and pay an essential service fee of four percent (4%) of contract rents thereafter through 2036.

IN WITNESS WHEREOF, the parties have signed this Agreement on the dates indicated below.

CITY OF MUSKEGON

Dated: December _____, 2018

By: _____
Name: Stephen J. Gawron, Mayor

Dated: December _____, 2018

By: _____
Name: Ann Meisch, City Clerk

NELSON PLACE LIMITED DIVIDEND
HOUSING ASSOCIATION LIMITED
PARTNERSHIP, a Michigan limited partnership

By: Hollander Development Corporation, a
Michigan Corporation, Its General Partner

By: _____
Name: Joseph Hollander
Its: Vice President

CITY OF MUSKEGON

SECOND AMENDMENT TO CONTRACT FOR HOUSING EXEMPTION

This agreement between **Nelson Place Limited Dividend Housing Association Limited Partnership** ("Developer") and **City of Muskegon**, 933 Terrace, Muskegon, Michigan ("City") has entered into pursuant to the following terms:

Recitals

- A. Developer and City executed a contract for housing exemption dated March 26, 1996.
- B. Developer and City executed a First Amendment to Contract for Housing Exemption on March 11, 2014.
- C. Developer has decided to refinance Nelson Place. The existing Fannie Mae loan and mortgage will be paid off, but the existing low income housing tax credits limitations will remain in place.
- D. In order to insure viable continued operation of the low income elderly housing project, and to assist development in this area, City and Developer recognize that a second amendment to the original contract is necessary.

THEREFORE, THE PARTIES AGREE AS FOLLOWS:

- 1. Paragraph 3.1 of the Contract for Housing Exemption shall be revised to read as follows:
 - 3.1 Payment in lieu of taxes shall be required of this Project in the amount of two percent (2%) of the total of the contract rents which are charged all living units, (whether occupied or not), located in that portion of the project which would be exempt. The required payment shall constitute a lien on the property, enforceable in the same manner as general property taxes. The required payment shall not exceed the taxes that would be paid but for the Act.
- 2. Paragraph 4 of the Contract for Housing Exemption shall be revised to read as follows:

4. Term. The exemption may be terminated by City upon the occurrence of the first of the following events:

- a. December 30, 2036;
- b. The Sponsor fails to qualify pursuant to Section 15a of the Act;
- c. Nelson Place is no longer utilized as a low income elderly housing project;
- d. Any material violation or default under Section 82-55 of the City of Muskegon Ordinances if not cured within 90 days after written notice to the Sponsor and the Authority;

The parties further acknowledge and agree that the payment in full of the existing 2014 promissory note and mortgage involving the Michigan State Housing Development Authority does not trigger a default of the Contract for Housing Exemption or this Second Amendment to the Contract for Housing Exemption.

3. As to all other respects, the Contract for Housing Exemption shall continue in force as if restated herein.

The remainder of this page is intentionally left blank.

This Second Amendment to the Contract for Housing Exemption became effective upon refinancing between December ____, 2018 and February 28, 2019.

CITY OF MUSKEGON

Dated: December ____, 2018

By: _____
Name: Stephen J. Gawron, Mayor

Dated: December ____, 2018

By: _____
Name: Ann Meisch, City Clerk

Nelson Place Limited Dividend Housing
Association Limited Partnership

Dated: December ____, 2018

By: Hollander Development Corporation
Its: General Partner

By: _____
Name: Joseph Hollander
Its: Vice President

AGENDA ITEM NO. _____
CITY COMMISSION MEETING _____

TO: Honorable Mayor and City Commissioners

FROM: Frank Peterson, City Manager

DATE: December 4, 2018

RE: 2019 Salary Schedule and Fringe Benefits for Non-Represented Employees

SUMMARY OF REQUEST:

To approve and adopt the proposed salary ranges and salary schedules for the non-represented administrative, technical, professional, and supervisory employees for 2019 as follows:

Increase base wages by 1.50%

Increase Residency Incentive by 1.00% (to a total of 4% effective 1/1/19)

Increase Employer 457 Match from \$77 per pay period to \$115 per pay period

FINANCIAL IMPACT:

The changes will cost approximately \$38,436 for FY 2018-19.

BUDGET ACTION REQUIRED:

None

STAFF RECOMMENDATION:

To approve and adopt the proposed salary schedules for non-represented employees for 2019.

COMMITTEE

RECOMMENDATION: None.

CITY OF MUSKEGON

2019 WAGE MATRIX FOR NON-UNION PART-TIME AND LIMITED TERM EMPLOYEES

Michigan Minimum Wage is \$10.00 as of January 1, 2018

<u>JOB TITLE</u>	<u>STEP 1</u>	<u>STEP2</u>	<u>STEP 3</u>	<u>STEP 4</u>	<u>STEP 5</u>	<u>STEP 6</u>	<u>STEP 7</u>
GRADE 1 INTERNS AGE 16-17 (Minimum wage for Employees under Age 18)	Min.	Min + .50	Min + \$1				
GRADE 2 BUILDING FACILITY CARETAKER SCHOOL CROSSING GUARD	11.00	11.50	12.00	12.50			
GRADE 3 INTERN, EXCLUDING PARK INTERN	10.00	11.00	12.00	13.00	14.00	15.00	16.00
GRADE 4 MARINA AIDE PARK RANGER	11.00	11.50	12.00	12.50			
GRADE 5 FACILITY SUPERVISOR I BEACH/PARK RANGERS (PUBLIC SAFETY)	11.50	12.00	12.50	13.00	13.50	14.00	
GRADE 6 FACILITY SUPERVISOR II ASSISTANT HARBOR MASTER	12.50	13.00	13.50	14.00	14.50	15.50	16.50
GRADE 7 PARK INTERN	12.00	12.50	13.00	14.00	15.00	16.00	17.00
GRADE 7 A HARBOR MASTER	12.50	13.00	14.00	15.00	16.00	17.00	18.00
GRADE 7 B POLICE RECRUIT	14.7	15.23	15.75				
	START	500 HRS	1,000 HRS	SERVICE			
GRADE 8 BOARD OF CANVASSERS \$65.00 per day BOARD OF REVIEW \$75.00 per day RECEIVING BOARD \$60.00 per day ELECTION WORKERS (INSPECTORS \$10.50 per hour ELECTION WORKER CHAIRPERSON \$13.00 per hour ELECTION WORKER CO-CHAIRPERS \$12.00 per hour							
GRADE 9 A EVENT SECURITY MANAGER	15.00	15.38	15.76	16.15	16.56	16.97	17.40
GRADE 9 B PART TIME POLICE OFFICER <i>STEP-2 (500 hours); STEP-3 (1000 hours); STEP-4 (1500 hours); STEP-5 (2000 hours)</i>	19.30	20.27	21.28	22.34	23.56		

2109 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	\$ 90,184.96	\$ 93,142.97	\$ 96,100.98	\$ 99,058.99	\$ 102,017.00	\$ 104,975.01	\$ 107,933.02	\$ 110,891.03	\$ 113,849.04	\$ 116,807.05	\$ 119,765.06
RANGE B	\$ 85,890.44	\$ 88,707.59	\$ 91,524.75	\$ 94,340.84	\$ 97,158.00	\$ 99,976.21	\$ 102,780.69	\$ 105,609.46	\$ 108,426.61	\$ 111,243.76	\$ 114,061.97
RANGE C	\$ 80,358.85	\$ 81,997.06	\$ 83,635.27	\$ 85,273.48	\$ 86,911.69	\$ 88,549.90	\$ 90,188.11	\$ 91,826.32	\$ 93,464.53	\$ 95,102.75	\$ 96,740.96
RANGE D	\$ 74,103.59	\$ 75,958.48	\$ 77,813.36	\$ 79,668.25	\$ 81,523.14	\$ 83,378.02	\$ 85,232.91	\$ 87,087.79	\$ 88,942.68	\$ 90,797.57	\$ 92,652.45
RANGE E	\$ 62,286.75	\$ 64,317.25	\$ 66,347.76	\$ 68,379.32	\$ 70,408.77	\$ 72,439.27	\$ 74,469.78	\$ 76,499.23	\$ 78,531.84	\$ 80,562.35	\$ 82,591.79
RANGE F	\$ 58,033.71	\$ 59,994.17	\$ 61,954.62	\$ 63,915.08	\$ 65,875.53	\$ 67,835.99	\$ 69,796.45	\$ 71,756.90	\$ 73,717.36	\$ 75,677.81	\$ 77,638.27
RANGE G	\$ 50,549.92	\$ 52,225.19	\$ 53,900.46	\$ 55,575.73	\$ 57,251.00	\$ 58,926.27	\$ 60,601.54	\$ 62,276.81	\$ 63,952.08	\$ 65,627.35	\$ 67,302.65
RANGE H	\$ 43,066.12	\$ 44,455.69	\$ 45,845.26	\$ 47,236.94	\$ 48,626.51	\$ 50,016.08	\$ 51,404.60	\$ 52,822.96	\$ 54,185.85	\$ 55,577.53	\$ 56,967.10
RANGE I	\$ 38,111.82	\$ 39,335.61	\$ 40,559.40	\$ 41,786.36	\$ 43,010.16	\$ 44,235.01	\$ 45,458.80	\$ 46,683.65	\$ 47,908.50	\$ 49,133.35	\$ 50,358.20
RANGE J	\$ 33,779.20	\$ 34,792.58	\$ 35,836.35	\$ 36,911.44	\$ 38,018.78	\$ 36,114.35	\$ 40,334.07	\$ 41,544.15	\$ 42,790.48	\$ 44,074.19	\$ 45,396.42

CITY COMMISSION MEETING – DECEMBER 11, 2018

TO: Honorable Mayor & City Commissioners

FROM: Jeffrey Lewis, Director of Public Safety

DATE: December 04, 2018

SUBJECT: Towing Contract

SUMMARY OF REQUEST:

Proposals have been accepted for the towing contract with the City of Muskegon. This contract will go into effect on **January 14, 2019**. Proposals were submitted by the following companies:

1. **Eagle Towing, 2844 S Mill Iron Rd, Muskegon, MI 49444**
2. **Ramos Towing, 710 Alberta, Muskegon, MI 49441**
3. **Reliable Towing Services, Inc, 1288 Ninth St, Muskegon, MI 49440**

All bids have been reviewed in their entirety for services offered. The City of Muskegon has determined the towing bid will be awarded to Ramos Towing.

**See all supporting document/attachments to support recommendation.*

FINAN1CAL IMPACT:

None

BUDGET ACTION REQUIRED:

None

STAFF RECOMMENDATION:

The Director of Public Safety recommends the Commission consider selecting Ramos Towing Services for a three (3) year towing contract to provide needed towing services listed in the contract.

**CITY OF MUSKEGON POLICE DEPARTMENT
2018 BID SHEET**

**TOWING SERVICE AND STORAGE OF AN IMPOUNDED VEHICLE WITHIN THE
CORPORATE LIMITS OF THE CITY OF MUSKEGON**

BID PROPOSAL

Service Description	1st Year	2nd Year	3rd Year
DATES	2019	2020	2021
TOWING to Impound Facility only minimum bid to start at \$70.00			
Towing To Impound Facility	\$75.00	\$80.00	\$80.00
Towing of Investigation Vehicles	0	0	0
Towing of City vehicles to Muskegon Locales (i.e. DPW, MPD, dealerships)	0	0	0
Same as above for City vehicles 15 to 50 tons	0	0	0
STORAGE per day at facility/moped minimum bid to start at \$25.00			
Storage per day at facility	\$25.00	\$30.00	\$30.00
Storage per day for Investigation	0 until hold is lifted	0 until hold is lifted	0 until hold is lifted
Moped storage per day	\$25.00	\$30.00	\$30.00
City vehicle flat tire change/exchange (DPW heavy equipment exempt)	0	0	0

BIDDER INFORMATION

Bidder:

Mary Beth Ramos

Representing:

RAMOS TOWING

Address

710 Alberta

City/Zip

Muskegon 49441

Phone

231-733-1597

Website/Email:

marybeth@ramosautobody.com

Dated:

11-09-18

For Office Use Only:

Notes:

All bids are to be submitted to:

City Of Muskegon Clerk's Office
933 Terrace
Muskegon, MI 49440

CITY OF MUSKEGON POLICE DEPARTMENT

2018 BID SHEET

TOWING SERVICE AND STORAGE OF AN IMPOUNDED VEHICLE WITHIN THE CORPORATE LIMITS OF THE CITY OF MUSKEGON

BID PROPOSAL

Service Description	1st Year	2nd Year	3rd Year
DATES	2019	2020	2021
TOWING to Impound Facility only minimum bid to start at \$70.00			
Towing To Impound Facility	70.00	70.00	70.00
Towing of Investigation Vehicles	0	0	0
Towing of City vehicles to Muskegon Locales (i.e. DPW, MPD, dealerships)	0	0	0
Same as above for City vehicles 15 to 50 tons	0	0	0
STORAGE per day at facility/moped minimum bid to start at \$25.00			
Storage per day at facility	25.00	25.00	25.00
Storage per day for Investigation	0	0	0
Moped storage per day	25.00	25.00	25.00
City vehicle flat tire change/exchange (DPW heavy equipment exempt)	0	0	0

BIDDER INFORMATION

Bidder: Thomas Olsen & Andrew Olsen	
Representing: Reliable Towing Services, Inc.	
Address: 1288 Ninth St.	City/Zip: Muskegon, 49440
Phone: 231-722-1309	Website/Email:
Dated: Nov. 12, 2018	For Office Use Only:
Notes:	

All bids are to be submitted to:

City Of Muskegon Clerk's Office
933 Terrace
Muskegon, MI 49440

CITY OF MUSKEGON POLICE DEPARTMENT

2018 BID SHEET

TOWING SERVICE AND STORAGE OF AN IMPOUNDED VEHICLE WITHIN THE
CORPORATE LIMITS OF THE CITY OF MUSKEGON

BID PROPOSAL

Service Description	1st Year	2nd Year	3rd Year
DATES	2019	2020	2021
TOWING to Impound Facility only minimum bid to start at \$70.00			
Towing To Impound Facility	70.00	70.00	70.00
Towing of Investigation Vehicles	0	0	0
Towing of City vehicles to Muskegon Locales (i.e. DPW, MPD, dealerships)	0	0	0
Same as above for City vehicles 15 to 50 tons	0	0	0
STORAGE per day at facility/moped minimum bid to start at \$25.00			
Storage per day at facility	25.00	25.00	25.00
Storage per day for Investigation	0	0	0
Moped storage per day	25.00	25.00	25.00
City vehicle flat tire change/exchange (DPW heavy equipment exempt)	0	0	0

BIDDER INFORMATION

Bidder: Eagle Towing John Heykoop	
Representing: Eagle Towing	
Address: 2844 S Mill St	City/Zip: Muskegon, MI 49444
Phone: 231-720-0728	Website/Email: Andrew@EagleTowing.us
Dated: 11/7/18	For Office Use Only:
Notes:	

All bids are to be submitted to:

City Of Muskegon Clerk's Office
933 Terrace
Muskegon, MI 49440

TOWING AGREEMENT

This Towing Agreement is made on _____:
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 S. Getty Street, Muskegon, MI**,
("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, 2019** and will continue until **January 13, 2021**, 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.
- x. Wrecker for 50 ton vehicles (or sub contracted for this equipment)

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 and tow fees in certain exigent circumstances relating to victims may be waived at the sole discretion of the Director of Public Safety.

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 \$55 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.

l. **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 11, 2018

Date: November 28, 2018

To: Honorable Mayor & City Commission

From: Community and Neighborhood Services Department

RE: Approval of Sale: City-Owned Home at 1025 E Forest

SUMMARY OF REQUEST: To approve the attached resolution and instruct the Community and Neighborhood Services department to complete the sales transaction with Breann Crandall for the rehabilitated home at 1025 E Forest Avenue: purchase price \$71,000.

FINANCIAL IMPACT: The proceeds from the sale will be used to continue the rehabilitation of affordable homes through the HOME program and provide funding for our Homebuyer's Assistance Program.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: To approve the resolution and direct the CNS staff to complete the sale.

COMMITTEE RECOMMENDATION: None.

MUSKEGON CITY COMMISSION

RESOLUTION TO APPROVE THE SALE OF
HUD PROPERTY AT 1025 E FOREST AVE

WHEREAS, the City of Muskegon is dedicated to the redevelopment of its neighborhoods and;

WHEREAS, the City of Muskegon is dedicated to promoting high quality affordable single-family housing in the community and;

WHEREAS, the City of Muskegon is dedicated to promoting homeownership throughout its neighborhoods;

NOW THEREFORE, BE IT RESOLVED that the City Commission hereby approves the sale of the property at 1025 E Forest Avenue to Breann Crandall. This home has been rehabilitated by Community and Neighborhood Services Department through the Home-Buyer Program.

Adopted this 11th of December, 2018.

Ayes:

Nays:

By _____
Stephen J. Gawron, Mayor

By _____
Ann Marie Meisch, MMC City Clerk

AGENDA ITEM NO. _____
CITY COMMISSION MEETING _____

TO: Honorable Mayor and City Commissioners

FROM: Frank Peterson, City Manager

DATE: August 7, 2018

RE: Purchase Agreement - 880 First

SUMMARY OF REQUEST:

City staff is seeking permission to extend the purchase agreement with Core Development for 60 additional days. The purchase agreement would expire January 31, 2019.

FINANCIAL IMPACT:

None.

BUDGET ACTION REQUIRED:

None at this time.

STAFF RECOMMENDATION:

To authorize the city manager to sign a 60 day extension to the existing purchase agreement for 880 First Street.

COMMITTEE RECOMMENDATION:

Commission Meeting Date: December 11, 2018

Date: December 5, 2018
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 2018**

SUMMARY OF REQUEST:

The County of Muskegon held two delinquent tax auctions during 2018. There were forty-four 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 twenty-four parcels;

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

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

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

Legal Descriptions that will Not be Accepted are as Follows:

1- Parcel # 24-205-048-0001-00

Address: 531 Oak Ave.

Description: CITY OF MUSKEGON REVISED PLAT OF 1903 W 1/2 LOTS 1 AND 15 BLK 48

2-Parcel # 24-205-050-0016-10

Address: 704 Amity Ave.

Description: CITY OF MUSKEGON REVISED PLAT OF 1903 E 1/2 LOT 16 BLK 50

3-Parcel # 24-205-215-0002-00

Address: 171 Allen Ave.

Description: CITY OF MUSKEGON REVISED PLAT 1903 LOT 2 BLK 215

4-Parcel # 24-205-215-0003-00

Address: 157 Allen Ave.

Description: CITY OF MUSKEGON REVISED PLAT 1903 LOT 3 BLK 215

5-Parcel # 24-205-267-0012-00

Address: 267 Catawba Ave.

Description: CITY OF MUSKEGON REVISED PLAT OF 1903 WLY 27 FT LOT 12 BLK 267

6-Parcel # 24-205-272-0008-00

Address: 1460 Hoyt St.

Description: CITY OF MUSKEGON REVISED PLAT OF 1903 LOT 8 BLK 272

7-Parcel # 24-205-281-0001-00

Address: 1516 Hoyt St.

Description: CITY OF MUSKEGON REVISED PLAT OF 1903 W 90 1/4 FT LOT 1 BLK 281

8-Parcel # 24-205-282-0002-00

Address: 1526 Terrace St.

Description: CITY OF MUSKEGON REVISED PLAT OF 1903 LOT 2 BLK 282

9 – Parcel # 24-205-337-0007-10

Address: 1194 6th

Description: CITY OF MUSKEGON REVISED PLAT OF 1903 N 43 1/2 FT OF SLY 91 FT LOT 7 BLK 337

10-Parcel # 24-205-376-0001-10

Address: 1303 6th St.

Description: CITY OF MUSKEGON REVISED PLAT OF 1903 S 45 FT LOT 1 BLK 376

11-Parcel # 24-205-384-0007-20

Address: 1259 Sanford St.

Description: CITY OF MUSKEGON REVISED PLAT OF 1903 S 42 2/3 FT OF E 94 FT LOT 7 BLK 384

12-Parcel # 24-205-384-0011-00

Address: 1221 Sanford St.

Description: CITY OF MUSKEGON REVISED PLAT OF 1903 S 1/2 LOT 11 BLK 384

13-Parcel # 24-205-390-0005-00

Address: 357 Mason Ave.

Description: CITY OF MUSKEGON REVISED OF PLAT 1903 LOT 5 BLK 390

14-Parcel # 24-205-394-0001-00

Address: 1280 Sanford St.

Description: CITY OF MUSKEGON REVISED PLAT OF 1903 W 98 FT LOT 1 BLK 394

15-Parcel # 24-205-406-0009-00

Address: 7th St.

Description: CITY OF MUSKEGON REVISED PLAT OF 1903 BLOCK 406 LOT 9

16-Parcel # 24-205-407-0008-10

Address: 376 W Grand Ave.

Description: CITY OF MUSKEGON REVISED PLAT OF 1903 E 100.6 FT LOT 8 BLK 407

17-Parcel # 24-205-419-0007-10

Address: 340 W Southern Ave.

Description: CITY OF MUSKEGON REVISED PLAT OF 1903 E 56.6 FT LOT 7 BLK 419

18-Parcel # 24-205-426-0005-00

Address: 1592 5th St.

Description: CITY OF MUSKEGON REVISED PLAT OF 1903 LOT 5 BLK 426

19-Parcel # 24-205-478-0014-00

Address: 900 W Grand Ave.

Description: CITY OF MUSKEGON REVISED PLAT OF 1903 W 46 FT LOT 14 BLK 478

20-Parcel # 24-205-480-0005-00

Address: 1075 Washington Ave.

Description: CITY OF MUSKEGON REVISED PLAT OF 1903 LOT 5 BLK 480

21-Parcel # 24-205-486-0018-10

Address: 1507 Division St.

Description: CITY OF MUSKEGON REVISED PLAT OF 1903 N 1/2 LOT 18 BLK 486
EXC W 16 FT

22-Parcel # 24-215-001-0007-00

Address: 1844 S Getty St.

Description: CITY OF MUSKEGON CONTINENTAL ADD S 31 FT LOT 7 BLK 1

23-Parcel # 24-595-000-0019-00

Address: 910 Turner Ave.

Description: CITY OF MUSKEGON MELLEMA SUB DIVISION LOT 19

24-Parcel # 24-880-000-0004-00

Address: 1826 Ray St.

Description: CITY OF MUSKEGON WESTERMANS SUB DIV LOT 9 R P EASTONS
SUB DIV PRT SECS 29 & 32 T10N R16W LOT 4

Legal Descriptions that Will be Accepted are as Follows:

1-Parcel # 24-036-300-0007-00

Address: 1394 Glen Ave.

Description: CITY OF MUSKEGON SEC 36 T10N R17W THAT PT OF E 1/2 OF NE 1/4 OF SW 1/4 LYING N OF RUDDIMAN CREEK & S OF A LN DESC AS COM @ A PT ON N & S 1/4 LN SEC 36 1172.6 FT S OF CENTER SD SEC RUNNING TH N 66D 13M W TO W LN SD E 1/2 OF NE 1/4 OF SW 1/4.

2-Parcel # 24-205-024-0001-00

Address: 417 Jackson Ave.

Description: CITY OF MUSKEGON REVISED PLAT OF 1903 ENTIRE BLKS 24 25
26 ALSO BLK 27 EX LOTS 6 & 7.

3-Parcel # 24-205-040-0004-20

Address: 638 Oak Ave.

Description: CITY OF MUSKEGON REVISED PLAT OF 1903 E 49 1/2 FT OF S 150
FT LOT 4 BLK 40

4-Parcel # 24-205-052-0003-00

Address: 619 Amity Ave.

Description: CITY OF MUSKEGON REVISED PLAT OF 1903 LOT(S) 3, 4 & E 1/4 LOT 5 BLK 52

5-Parcel # 24-205-064-0007-00

Address: 602 Ada Ave.

Description: CITY OF MUSKEGON REVISED PLAT OF 1903 W 60 FT LOT 7 & S 10 FT OF ALLEY ABUTTING SAME BLK 64

6- Parcel # 24-205-066-0008-00

Address: 492 Ada Ave.

Description: CITY OF MUSKEGON REVISED PLAT OF 1903 LOT 8 BLK 66

7-Parcel # 24-205-140-0014-00

Address: 425 Octavius St.

Description: CITY OF MUSKEGON REVISED PLAT OF 1903 LOT 14 BLK 140

8-Parcel # 24-205-209-0005-00

Address: 213 Amity Ave.

Description: CITY OF MUSKEGON REVISED PLAT 1903 LOT 5 BLK 209

9-Parcel # 24-205-210-0009-00

Address: 280 Allen Ave.

Description: CITY OF MUSKEGON REVISED PLAT 1903 LOT 9 BLK 210

10-Parcel # 24-205-245-0002-10

Address: 1194 Pine St.

Description: CITY OF MUSKEGON REVISED PLAT OF 1903 S 1/2 LOT 2 BLK 245

11-Parcel # 24-205-247-0009-00

Address: 1077 Sophia St.

Description: CITY OF MUSKEGON REVISED PLAT OF 1903 LOT 9 EX W 46 FT OF N 14 FT ALSO LOT 10 EX W 46 FT BLK 247

12-Parcel # 24-205-248-0002-00

Address: Sophia St.

Description: CITY OF MUSKEGON REVISED PLAT OF 1903 NLY 37 FT OF WLY 80 FT 3/8 IN LOT 2 BLK 248 SUBJ TO 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

13-Parcel # 24-205-378-0006-20

Address: 1258 5th St.

Description: CITY OF MUSKEGON REVISED PLAT OF 1903 SELY 42 FT LOT 6 BLK 378

14-Parcel # 24-205-407-0011-10

Address: 1457 7th St.

Description: CITY OF MUSKEGON REVISED PLAT OF 1903 S 2/3 LOT 11 BLK 407

15-Parcel # 24-205-419-0001-10

Address: 345 W Grand Ave.

Description: CITY OF MUSKEGON REVISED PLAT 1903 PART OF LOTS 1 & 2 BLK 419 DESC AS COM @ A PT ON N LN SD LOT 1 46 FT E OF NW COR SD LOT FOR POB TH E ALG SD LN PAR WITH GRAND AVE A DIST 48 FT TH S PAR WITH 7TH ST A DIST 99.6 FT TH W PAR WITH GRAND AVE A DIST 48 FT TH N PAR WITH 7TH ST 99.6 FT TO POB

16-Parcel # 24-205-450-0001-00

Address: 1713 7th St.

Description: CITY OF MUSKEGON REVISED PLAT OF 1903 COM E LN BLK 450 AT POINT 10 FT S OF NE COR LOT 9 FOR POB TH W ALONG CL OF 20 FT VAC ALLEY 174.35 FT TO POINT IN CL 9 FT E OF E LN LOT 6 SD BLK 450 & 10 FT S OF NE COR LOT 6 SD BLK 450 (SD VAC ALLEY REFERRED TO: RNG E/W FROM SEVENTH ST TO E LN LOT 6 BLK 450) TH N ALNG CL OF VAC ALLEY RNG N/S FROM DALE AVE THRU BLK 450 259.21 FT TO S LN DALE AVE TH E 174.45 FT TO E LN BLK 450 TH S ALNG E LN SD BLK 258.95 FT TO POB -BEING ALL LOTS 10-14 BLK 450 INCL E 1/2 VAC ALLEY ABUTTING SD LOTS & N 1/2 OF VAC ALLEY RNG E/W ABUTTING LOT 10 BLK 450 ALSO COM E LN BLK 450 AT POINT 10 FT S OF NE COR LOT 9 SD BLK FOR POB TH S ALONG E LN SD LOT 9 & LOT 8 SD BLK & ALONG E LN IF EXTENDED S 110.08 FT TH W PAR WITH S LN SD BLK 450 186.7 FT TH N PAR WITH E LN SD BLK 450 64.3 FT TH W 13.25 FT TH N PAR WITH E LN SD BLK 2.15 FT TH W 148.72 FT TO W LN SD BLK AT A POINT 303.27 FT TO NW COR SD BLK TH N ALNG W LN SD BLK 450 303.27 FT TO NW COR SD BLK 450 TH E ALNG N LN 174345 FT TO CL OF VAC ALLEY RNG N/S FROM DALE AVE THRU SD BLK 450 TH S ALNG CL SD ALLEY 259.21 FT TO POINT ON CL VAC ALLEY SD CL BEING 9 FT E OF E LN LOT 6 SD BLK 450 (SD VAC ALLEY REFERRED TO RNG E/W FROM SEVENTH ST TO E LN LOT 6 SD BLK 450) TH W 9 FT ALNG CL OF VAC ALLEY TO POINT 10 FT S OF NE COR LOT 6 TH E ALNG CL VAC ALLEY 183.35 FT TO POB- BEING ALL LOTS 1-6, 8 & PART LOTS 7 & 9 SD BLK 450 & THAT PART VAC ALLEY LYING S OF LN SITUATED 20 FT S OF N LN LOTS 6 & 9 ALSO BEING PART OF VAC LARCH AVE & W 1/2 VAC ALLEY E OF LOTS 1-5, PART LOT 6 & S 1/2 OF E/W VAC ALLEY AS HEREIN ABOVE REFERRED TO SUBJECT TO EASEMENTS RECORDED 151/472-482

17-Parcel # 24-205-450-0001-50

Address: 1747 7th St.

Description: CITY OF MUSKEGON REVISED PLAT OF 1903 PART OF BLKS 450 460 & LARCH AVE VAC COM AT NE COR BLK 460 TH N 45.95 FT TH W 186.7 FT TH N 64.3 FT TH W 13.25 FT TH N 2.15 FT TH W 148.72 FT TO W LINE BLK 450 AT A PT 303.27 FT S OF NW COR SAID BLK TH S TO N LINE GT R/W TH SELY ALONG SAID R/W TO E LINE BLK 460 TH N TO BEG

18-Parcel # 24-382-000-9998-00

Address: 1400 Glen Ave.

Description: CITY OF MUSKEGON GLENSIDE SUB-DIVISION NO 2 ALL OUTLOTS H & I LYING NELY OF C/L OF GLENSIDE BLVD AS NOW EXTENDED & EX LAND LYING W OF A LINE 100 FT ELY OF & PAR TO C/L OF GLENSIDE BLVD & THAT PART OWNED BY FEDERAL GOVERNMENT

19-Parcel # 24-382-035-0001-00

Address: 1402 Glen Ave.

Description: CITY OF MUSKEGON GLENSIDE SUB-DIVISION #2 BLK 35 EX COM
@ SE COR SAID BLK TH NWLY ON WLY LN 333.12 FT TH NELY ABOUT N 69D
E 109 FT M/L TH SELY ABOUT S 34D 30 MIN E 102 FT M/L TH S 246.23 FT TO
BEG ALSO EX COMM @ SLY MOST COR OF ABOVE DESC PARCEL FOR POB
TH NELY PERPENDICULAR TO GLEN AVE 22 FT TH NWLY 30 FT PARALLEL
TO NLY LINE GLEN AVE TH WLY 34 FT M/L TO A POINT ON NLY LINE OF
GLEN AVE 55 FT NWLY OF POB TH SELY 55 FT TO POB

20-Parcel # 24-611-000-0352-00

Address: 1375 James Ave.

Description: CITY OF MUSKEGON URBAN RENEWAL PLAT NO 2 LOTS 352-353

Adopted this 11th day of December, 2018

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 11, 2018.

By: _____
Ann Marie Meisch, MMC
Clerk

COMMISSION MEETING DATE December 11, 2018

Date: December 4, 2018

To: Honorable Mayor and City Commissioners

From: Jeffrey Lewis, Director of Public Safety

RE: **Parking Restrictions December 1 – March 1**
SECOND READING – Amendments from last meeting are bold

SUMMARY OF REQUEST:

The Director of Public Safety requests that the Commission approve the changes for Chapter 92, LO7 and LO9 of the ordinance regarding the seasonal parking plan, December 1st, through March 1st.

1. (LO7) Along or on any unpaved parkway, except where the same is used for a driveway to enter private or public property. **Parking on the terrace (i.e., the area between the property line and the street) is permitted from December 1 through March 1 on those streets having allowed parking on only one side of the street and within the “downtown business areas” as defined below:**
2. (LO9) From December 1 through March 1 of each year where parking is currently allowed on both sides of the street, on street parking is modified as follows:
 - a) Parking is allowed on the side of the street with even numbered addresses on even numbered calendar days between the hours of 7:00 a.m. and 5:00 p.m.
 - b) Parking is allowed on the side of the street with odd numbered addresses on odd numbered calendar days between the hours of 7:00 a.m. and 5:00 p.m.
 - c) Parking is allowed on both sides of the street all days between the hours of 5:00 p.m. and 7:00 a.m.

Where parking is currently allowed on one side of the street only, parking is allowed except between the hours of 2:00 a.m. and 6:00 a.m.

In the downtown business areas

- a) **Bounded by Shoreline Drive heading easterly from Seventh Street to Spring Street, heading southerly on Spring Street from Shoreline Drive to Apple Avenue, heading westerly on Apple Avenue from Spring Street to First Avenue, heading northerly on First Street from Apple Avenue to Muskegon Avenue, heading westerly on Muskegon Avenue from First Street to Seventh**

- street, and heading northerly on Seventh Street from Muskegon Avenue to Shoreline Drive; and**
b) **on Third Street from Merrill Avenue to Muskegon Avenue**

parking is allowed except between the hours of 2:00 a.m. and 6:00 a.m.

All signed parking restrictions apply all days of the week.

This section applies to every portion of every block of every city street.

FINANCIAL IMPACT:

None

BUDGET ACTION REQUIRED:

None

STAFF RECOMMENDATION:

Staff recommends approval of the Parking Restrictions changes to the Code of Ordinances.

~~NOT A VERSION TO BE USED FOR SECOND READING~~OPTED

**City of Muskegon
Muskegon County, Michigan
Ordinance Amendment No. _____**

THE CITY OF MUSKEGON HEREBY ORDAINS:

Chapter 92 "Traffic and Vehicles," Article V "Local Parking Restrictions," Section 92-71 "Parking Restrictions," of the Code of Ordinances of the City of Muskegon is amended as follows:

1. (LO7) Along or on any unpaved parkway, except where the same is used for a driveway to enter private or public property. Parking on the terrace (i.e., the area between the property line and the street) is permitted ~~during the winter season from from~~ December 14~~5~~ through ~~the last day of February~~ March 1 on those streets having allowed parking on only one side of the street and within the "downtown business areas" as defined below-
2. ~~(LO9) On any street between 2:00 a.m. and 6:00 a.m. during the winter season from December 15 through the last day of February;~~
2. (LO9) From December 1 through March 1 of each year where parking is currently allowed on both sides of the street, on street parking is modified as follows:
 - a) Parking is allowed on the side of the street with even numbered addresses on even numbered calendar days between the hours of 7:00 a.m. and 5:00 p.m.
 - b) Parking is allowed on the side of the street with odd numbered addresses on odd numbered calendar days between the hours of 7:00 a.m. and 5:00 p.m.
 - c) Parking is allowed on both sides of the street all days between the hours of 5:00 p.m. and 7:00 a.m.

Where parking is currently allowed on one side of the street only, parking is allowed except between the hours of 2:00 a.m. and 6:00 a.m.

In the downtown business areas

- a) bounded by Shoreline Drive heading easterly from Seventh Street to Spring Street, heading southerly on Spring Street from Shoreline Drive to Apple Avenue, heading westerly on Apple Avenue from Spring Street to First Avenue, heading northerly on First Street from Apple Avenue to Muskegon Avenue, heading westerly on Muskegon Avenue from First Street to Seventh Street, and

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heading northerly on Seventh Street from Muskegon Avenue to Shoreline Drive:
and
b) on Third Street from Merrill Avenue to Muskegon Avenue

parking is allowed except between the hours of 2:00 a.m. and 6:00 a.m.

All signed parking restrictions apply all days of the week.

This section applies to every portion of every block of every city street.

This ordinance adopted:

Ayes: _____

Nays: _____

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Adoption Date: _____
Effective Date: _____
First Reading: _____
Second Reading: _____

CITY OF MUSKEGON

By _____
Ann Marie 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 _____ day of _____, 2018, at which meeting a quorum was present and remained throughout, and that the original of said ordinance is on file in the records of the City of Muskegon. I further certify that the meeting was conducted, and public notice was given, pursuant to and in full compliance with Act No. 267, Public Acts of Michigan of 1976, as amended, and that minutes were kept and will be or have been made available as required thereby.

DATED: _____, 2018

Ann Marie Meisch, MMC
Clerk, City of Muskegon

Publish: Notice of Adoption to be published once within ten (10) days of final adoption.

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**CITY OF MUSKEGON
NOTICE OF ADOPTION**

TO: ALL PERSONS INTERESTED

Please take notice that on _____, 2018, the City Commission of the City of Muskegon adopted an amendment to Chapter 92 "Traffic and Vehicles," Article II "Uniform Traffic Code," Section 92-71 of the Code of Ordinances of the City of Muskegon, whereby the following change was made:

TO BE COMPLETED AFTER ADOPTION

- ~~1. Section ((L07)) was amended to eliminate parking on the terrace during the winter.~~
- ~~2. Section L909) was amended to provide for odd/even parking between 7:00 a.m. and 5:00 p.m. during the winter~~

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 (10) days from the date of this publication.

CITY OF MUSKEGON

Published: _____, 2018 By: _____
Ann Marie Meisch, MMC, Its Clerk

PUBLISH ONCE WITHIN TEN (10) DAYS OF FINAL PASSAGE

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CITY COMMISSION MEETING – DECEMBER 11, 2018

Date: December 4, 2018
To: Honorable Mayor and City Commissioners
From: Jeffrey Lewis, Director of Public Safety
RE: Parking Ordinance Amendment Change – LO7

SUMMARY OF REQUEST:

The Director of Public Safety requests that the Commission authorize the approval of the changes for Chapter 92, LO7 to read as follows:

(LO7) Along or on any unpaved parkway, except where the same is used for a driveway to enter private or public property. Parking on the terrace (i.e., the area between the property line and the street) is permitted from December 1 through March 1 on those streets having allowed parking on only one side of the street, but not on the paved portion of the terrace.

FINANCIAL IMPACT:

None

BUDGET ACTION REQUIRED:

None

STAFF RECOMMENDATION:

Staff recommends approval of the Parking Ordinance change.

VERSION TO BE USED TO AMEND ORDINANCE ADOPTED 12/11/18

**City of Muskegon
Muskegon County, Michigan
Ordinance Amendment No. _____**

THE CITY OF MUSKEGON HEREBY ORDAINS:

Chapter 92 “Traffic and Vehicles,” Article V “Local Parking Restrictions,” Section 92-71 “Parking Restrictions,” of the Code of Ordinances of the City of Muskegon is amended as follows:

1. (LO7) Along or on any unpaved parkway, except where the same is used for a driveway to enter private or public property. Parking on the terrace (i.e., the area between the property line and the street) is permitted from December 1 through March 1 on those streets having allowed parking on only one side of the street, but not on the paved portion of the terrace.

This ordinance adopted:

Ayes: _____

Nays: _____

Adoption Date: _____

Effective Date: _____

First Reading: _____

Second Reading: _____

CITY OF MUSKEGON

By _____
Ann Marie 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 _____ day of _____, 2018, at which meeting a quorum was present and remained throughout, and that the original of said ordinance is on file in the records of the City of Muskegon. I further certify that the meeting was conducted, and public notice was given, pursuant to and in full compliance with Act No. 267, Public Acts of Michigan of 1976, as amended, and that minutes were kept and will be or have been made available as required thereby.

DATED: _____, 2018

Ann Marie 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**

TO: ALL PERSONS INTERESTED

Please take notice that on _____, 2018, the City Commission of the City of Muskegon adopted an amendment to Chapter 92 "Traffic and Vehicles," Article II "Uniform Traffic Code," Section 92-71 of the Code of Ordinances of the City of Muskegon, whereby the following change was made:

TO BE COMPLETED AFTER ADOPTION

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 (10) days from the date of this publication.

CITY OF MUSKEGON

Published: _____, 2018 By: _____
Ann Marie Meisch, MMC, Its Clerk

PUBLISH ONCE WITHIN TEN (10) DAYS OF FINAL PASSAGE

CITY COMMISSION MEETING – DECEMBER 11, 2018

Date: December 4, 2018
To: Honorable Mayor and City Commissioners
From: Jeffrey Lewis, Director of Public Safety
RE: Parking Ordinance Amendment Change – LO9

SUMMARY OF REQUEST:

The Director of Public Safety requests that the Commission authorize the approval of the changes for Chapter 92, LO9 to further expand the downtown business area to extend to Ninth Street between Muskegon and Western.

FINANCIAL IMPACT:

None

BUDGET ACTION REQUIRED:

None

STAFF RECOMMENDATION:

Staff recommends approval of the Parking Ordinance change.

VERSION TO BE USED TO AMEND ORDINANCE ADOPTED 12/11/18

**City of Muskegon
Muskegon County, Michigan
Ordinance Amendment No. _____**

THE CITY OF MUSKEGON HEREBY ORDAINS:

Chapter 92 “Traffic and Vehicles,” Article V “Local Parking Restrictions,” Section 92-71 “Parking Restrictions,” of the Code of Ordinances of the City of Muskegon is amended as follows:

1. (L09) From December 1 through March 1 of each year where parking is currently allowed on both sides of the street, on street parking is modified as follows:
 - a) Parking is allowed on the side of the street with even numbered addresses on even numbered calendar days between the hours of 7:00 a.m. and 5:00 p.m.
 - b) Parking is allowed on the side of the street with odd numbered addresses on odd numbered calendar days between the hours of 7:00 a.m. and 5:00 p.m.
 - c) Parking is allowed on both sides of the street all days between the hours of 5:00 p.m. and 7:00 a.m.

Where parking is currently allowed on one side of the street only, parking is allowed except between the hours of 2:00 a.m. and 6:00 a.m.

In the downtown business areas

- a) bounded by Shoreline Drive heading easterly from Seventh Street to Spring Street, heading southerly on Spring Street from Shoreline Drive to Apple Avenue, heading westerly on Apple Avenue from Spring Street to ~~First Avenue~~, ~~heading northerly on First Street from Apple Avenue to Muskegon Avenue~~, heading westerly on Muskegon Avenue from Apple Avenue ~~First Street~~ to Ninth~~Seventh~~ Street, and heading northerly on Ninth Street to Western Avenue, ~~heading westerly on Western Avenue from Ninth Street to Seventh Street~~, ~~heading northerly on Seventh Street from Western Avenue~~ ~~Seventh Street from Muskegon Avenue to Shoreline Drive~~; and
- b) on Third Street from Merrill Avenue to Muskegon Avenue

parking is allowed except between the hours of 2:00 a.m. and 6:00 a.m.

All signed parking restrictions apply all days of the week.

This section applies to every portion of every block of every city street.

This ordinance adopted:

Ayes: _____

Nays: _____

Adoption Date: _____

Effective Date: _____

First Reading: _____

Second Reading: _____

CITY OF MUSKEGON

By _____
Ann Marie 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 _____ day of _____, 2018, at which meeting a quorum was present and remained throughout, and that the original of said ordinance is on file in the records of the City of Muskegon. I further certify that the meeting was conducted, and public notice was given, pursuant to and in full compliance with Act No. 267, Public Acts of Michigan of 1976, as amended, and that minutes were kept and will be or have been made available as required thereby.

DATED: _____, 2018

Ann Marie 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**

TO: ALL PERSONS INTERESTED

Please take notice that on _____, 2018, the City Commission of the City of Muskegon adopted an amendment to Chapter 92 "Traffic and Vehicles," Article II "Uniform Traffic Code," Section 92-71 of the Code of Ordinances of the City of Muskegon, whereby the following change was made:

TO BE COMPLETED AFTER ADOPTION

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 (10) days from the date of this publication.

CITY OF MUSKEGON

Published: _____, 2018 By: _____
Ann Marie Meisch, MMC, Its Clerk

PUBLISH ONCE WITHIN TEN (10) DAYS OF FINAL PASSAGE

Date: December 11, 2018
To: Honorable Mayor and City Commissioners
From: Ann Marie Meisch, City Clerk
**RE: Community Relations Committee Appointment
Recommendations**

SUMMARY OF REQUEST: To accept reappointments of Clyde Whitehouse, John Riegler, and Gary Post to the Business Improvement District.

FINANCIAL IMPACT: None.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: To concur with the recommendations of the Community Relations Committee and approve the reappointments.

Date: December 11th, 2018

To: Honorable Mayor and City Commissioners

From: Department of Public Works

RE: Drinking Water Revolving Fund (DWRF) Project Plan Development

SUMMARY OF REQUEST:

Authorize staff to enter into an engineering services agreement with Prein & Newhof Engineering to develop a Drinking Water Revolving Fund Project Plan. The value of the agreement shall not exceed \$15,500.00

Requests for Proposals were solicited for this contract with Prein & Newhof and Johnson & Anderson submitting proposals. Both proposals were reviewed by staff and the Prein & Newhof proposal is recommended.

Prein & Newhof	\$15,500.00
Johnson & Anderson	\$20,200.00

FINANCIAL IMPACT:

\$15,500.00

BUDGET ACTION REQUIRED:

None, this will be addressed during a future reforecasting.

STAFF RECOMMENDATION:

Authorize staff to enter into an engineering services agreement with Prein & Newhof.

Commission Meeting Date: December 11, 2018

Date: December 6, 2018
To: Honorable Mayor and City Commissioners
From: Planning & Economic Development
**RE: Public Hearing – Amendment to the Downtown Development
Plan and Tax Increment Finance Plan of the City of Muskegon**

SUMMARY OF REQUEST:

To hold a public hearing and approve the amendment to the Downtown Development Plan and Tax Increment Finance Plan, which includes adding certain parcels into the plan.

FINANCIAL IMPACT:

It is anticipated that the Downtown Development Authority will capture increased values with future development.

BUDGET ACTION REQUIRED:

None

STAFF RECOMMENDATION:

To approve the plan amendments.

COMMITTEE RECOMMENDATION:

The Downtown Development Authority unanimously approved the plan amendments at their October 30 meeting.

City of Muskegon
County of Muskegon, Michigan

ORDINANCE NO. _____

AN ORDINANCE APPROVING AMENDMENTS TO
THE DOWNTOWN DEVELOPMENT PLAN
AND TAX INCREMENT FINANCE PLAN OF THE CITY OF MUSKEGON
DOWNTOWN DEVELOPMENT AUTHORITY

Recitals

WHEREAS, the Muskegon Downtown Development Authority (the "Authority") has previously prepared and approved a Downtown Development Plan and Tax Increment Finance Plan (the "Plan") for the Development Area described in the Plan, which was approved by the City Commission on July 12, 1988, pursuant to Ordinance No. 969; and,

WHEREAS, the City Commission approved amendments to the Plan on March 31, 1989, (the "1989 Amendment") pursuant to Ordinance No. 982; and,

WHEREAS, the City Commission approved amendments to the Plan on August 28, 2001, pursuant to Ordinance No. 2050; and,

WHEREAS, the City Commission approved amendments to the Plan on November 13, 2001, pursuant to Ordinance No. 2060; and,

WHEREAS, the City Commission approved amendments to the Plan on September 12, 2017, pursuant to Ordinance No. 2375; and,

WHEREAS, the Authority has prepared and recommended for approval an amendment, attached hereto as Exhibit A (the "Plan Amendment"), to the Plan; and,

WHEREAS, on December 11, 2018, the City Commission held a public hearing on the Plan Amendment pursuant to Act 197, Public Acts of Michigan, 1975, as amended (the "Act"); and,

WHEREAS, the purpose of the amendment is to amend the Development Plan and Tax Increment Financing Plan to include certain parcels from the development area set forth in those Plans; and,

WHEREAS the City Commission has given the taxing jurisdictions in which the Development Area is located an opportunity to meet with the City Commission and to express their views and recommendations regarding the Plan Amendment as required by the Act,

NOW, THEREFORE, THE CITY OF MUSKEGON ORDAINS:

1. Findings

(a) The development plan portion of the Plan, as amended by the Plan Amendment, meets the requirements set forth in Section 17(2) of the Act, and the tax increment financing plan portion of the Plan, as amended by the Plan Amendment, meets the requirements set forth in Section 14(2) of the Act.

(b) The proposed method of financing the development is feasible and the Authority has the ability to arrange the financing.

(c) The development is reasonable and necessary to carry out the purposes of the Act.

(d) Any land included within the Development Area to be acquired is reasonably necessary to carry out the purposes of the Act.

(e) The Plan, as amended by the Plan Amendment, is in reasonable accord with the master plan of the City.

(f) Public services, such as fire and police protection and utilities, are or will be adequate to service the Development Area.

(g) Changes in zoning, streets, street levels, intersections, and utilities, to the extent required by the Plan, as amended by the Plan Amendment, are reasonably necessary for the Plan, as amended by the Plan Amendment, and for the City.

2. Public Purpose. The City Commission hereby determines that the Plan, as amended by the Plan Amendment, constitutes a public purpose.

3. Best Interest of the Public. The City Commission hereby determines that it is in the best interests of the public to halt property value deterioration, increase property tax valuation, eliminate the causes of the deterioration in property values, and to promote growth in the Downtown District to proceed with the Plan, as amended by the Plan Amendment.

4. Approval and Adoption of Plan Amendment. The Plan Amendment is hereby approved and adopted. A copy of the Plan, the Plan Amendment, and all later amendments thereto shall be maintained on file in the City Clerk's office.

5. Amendment to Ordinance No. 969; Conflict and Severability. Ordinance No. 969 is hereby amended by this Ordinance. All ordinances, resolutions and orders, or parts thereof, in conflict with the provisions of the Ordinance are, to the extent of such conflict, hereby repealed. Each section of the Ordinance and each subdivision of any section thereof is hereby declared to be independent, and the finding or holding of any section or subdivision thereof to be invalid or void shall not be deemed or held to affect the validity of any other section or subdivision of the Ordinance.

6. Paragraph Headings. The paragraph headings in this Ordinance are furnished for convenience of reference only and shall not be considered to be a part of the Ordinance.

7. Publication and Recordation. A Notice of Adoption shall be published promptly after the Ordinance is adopted in the Muskegon Chronicle, a newspaper of general circulation in

the City, qualified under State law to publish legal notices, and shall be recorded in the Ordinance Book of the City, which recording shall be authenticated by the signature of the City Clerk.

8. Effective Date. The Ordinance is hereby determined by the City Commission to be immediately necessary for the interests of the City and shall be in full force and effect from and after its passage and publication as required by law.

Passed and adopted by the City Commission of the City of Muskegon, County of Muskegon, State of Michigan, on December 11, 2018.

AYES: Members _____

NAYS: Members _____

ABSENT: Members _____

ORDINANCE DECLARED ADOPTED.

CITY OF MUSKEGON

By _____
Ann Marie Meisch
City Clerk

I hereby certify that the foregoing is a true and complete copy of Ordinance No. _____ adopted by the City Commission of the City of Muskegon, County of Muskegon, Michigan, at a regular meeting held on December 11, 2018, and that said meeting was conducted and public notice of said meeting was given pursuant to and in full compliance with the Open Meetings Act,

being Act 267, Public Acts of Michigan, 1976, and that the minutes of said meeting were kept and will be or have been made available as required by said Act.

Ann Marie Meisch
City Clerk

EXHIBIT A
PROPERTY TO BE ADDED TO THE PLAN

PIN	ADDRESS NUMBER	STREET NAME
61-24-205-310-0012-00	880	1ST ST
61-24-233-000-0021-00	889	1ST ST
61-24-433-000-0003-00	926	2ND ST
61-24-433-000-0007-00	928	2ND ST
61-24-433-000-0002-00	930	2ND ST
61-24-433-000-0006-00	932	2ND ST
61-24-433-000-0001-00	934	2ND ST
61-24-433-000-0005-00	936	2ND ST
61-24-433-000-0008-00	940	2ND ST
61-24-433-000-0000-00		2ND ST
61-24-205-340-0001-00	1251	8TH ST
61-24-205-355-0001-00	1021	JEFFERSON ST
61-24-233-000-0001-00	387	MORRIS AVE
61-24-233-000-0002-00	401	MORRIS AVE
61-24-607-000-0000-00	600	SHORELINE DR
61-24-607-000-0008-00	601	TERRACE ST
61-24-607-000-0011-00	630	TERRACE ST
61-24-607-000-0010-00	633	TERRACE ST
61-24-607-000-0013-00	650	TERRACE ST
61-24-607-000-0012-00	655	TERRACE ST
61-24-607-000-0016-00	40	VIRIDIAN DR
61-24-607-000-0015-00	60	VIRIDIAN DR
61-24-607-000-0014-00	100	VIRIDIAN DR
61-24-607-000-0009-00	120	VIRIDIAN DR
61-24-817-000-0001-00	140	VIRIDIAN DR
61-24-817-000-0002-00	142	VIRIDIAN DR
61-24-817-000-0003-00	144	VIRIDIAN DR
61-24-817-000-0004-00	146	VIRIDIAN DR
61-24-607-000-0001-00	150	VIRIDIAN DR
61-24-817-000-0000-00	160	VIRIDIAN DR
61-24-607-000-0004-00	170	VIRIDIAN DR
61-24-607-000-0005-00	180	VIRIDIAN DR
61-24-607-000-0007-00	181	VIRIDIAN DR
61-24-607-000-0003-00	200	VIRIDIAN DR
61-24-607-000-0006-00	201	VIRIDIAN DR
61-24-431-000-0004-00	264	W CLAY AVE
61-24-431-000-0003-00	268	W CLAY AVE
61-24-431-000-0001-00	272	W CLAY AVE
61-24-431-000-0002-00	276	W CLAY AVE
61-24-431-000-0005-00	280	W CLAY AVE
61-24-431-000-0006-00	284	W CLAY AVE
61-24-431-000-0007-00	288	W CLAY AVE
61-24-431-000-0000-00	296	W CLAY AVE
61-24-433-000-0004-00	296	W CLAY AVE
61-24-233-000-0010-00	312	W CLAY AVE
61-24-233-000-0009-00	336	W CLAY AVE
61-24-234-000-0003-00	241	W WESTERN AVE
61-24-234-000-0002-00	255	W WESTERN AVE
61-24-234-000-0001-00	285	W WESTERN AVE
61-24-233-000-0024-00	292	W WESTERN AVE
61-24-233-000-0015-00	295	W WESTERN AVE
61-24-233-000-0014-00	299	W WESTERN AVE
61-24-233-000-0013-00	307	W WESTERN AVE
61-24-233-000-0012-00	325	W WESTERN AVE
61-24-204-000-0000-00	333	W WESTERN AVE
61-24-204-000-0001-00	333	W WESTERN AVE UNIT 1
61-24-204-000-0002-00	333	W WESTERN AVE UNIT 2

61-24-204-000-0003-00	333 W WESTERN AVE UNIT 3
61-24-204-000-0004-00	333 W WESTERN AVE UNIT 4
61-24-204-000-0005-00	333 W WESTERN AVE UNIT 5
61-24-204-000-0006-00	333 W WESTERN AVE UNIT 6
61-24-204-000-0007-00	333 W WESTERN AVE UNIT 7
61-24-233-000-0006-00	350 W WESTERN AVE
61-24-233-000-0007-01	351 W WESTERN AVE
61-24-233-000-0007-02	351 W WESTERN AVE
61-24-233-000-0007-03	351 W WESTERN AVE
61-24-233-000-0005-00	356 W WESTERN AVE
61-24-233-000-0004-00	360 W WESTERN AVE
61-24-233-000-0025-00	376 W WESTERN AVE
61-24-233-000-0008-00	379 W WESTERN AVE
61-24-432-000-0000-00	380 W WESTERN AVE
61-24-432-000-0001-00	380 W WESTERN AVE
61-24-205-566-0009-00	428 W WESTERN AVE
61-24-205-566-0013-00	442 W WESTERN AVE
61-24-205-566-0014-00	446 W WESTERN AVE
61-24-205-567-0001-10	450 W WESTERN AVE

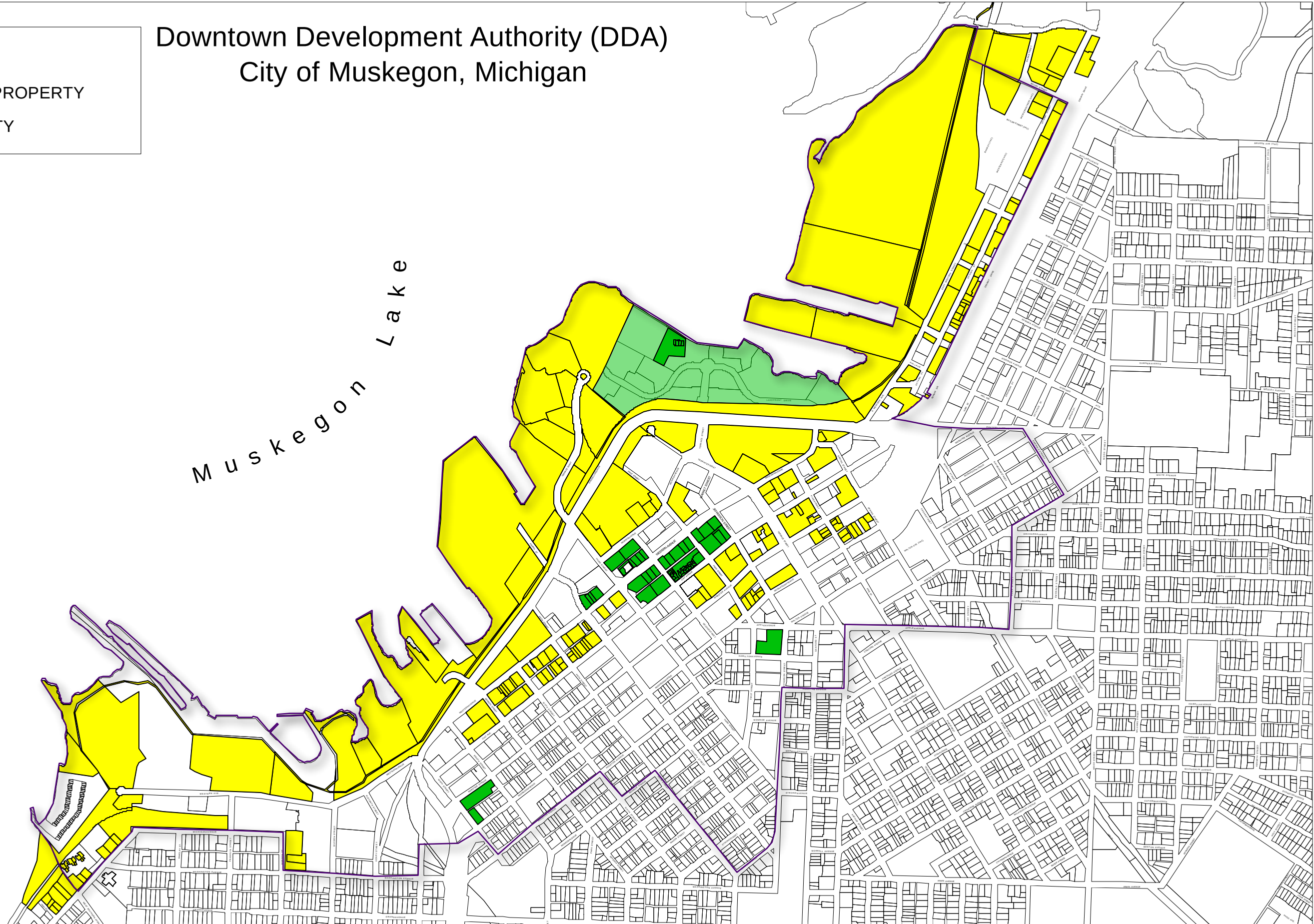
DDA BOUNDARY

CONTRIBUTING PROPERTY

ADDED PROPERTY

Downtown Development Authority (DDA)
City of Muskegon, Michigan

Muskegon Lake



AGENDA ITEM NO. _____
CITY COMMISSION MEETING _____

TO: Honorable Mayor and City Commissioners

FROM: Frank Peterson, City Manager

DATE: December 5, 2018

RE: LC Walker Arena Improvements

SUMMARY OF REQUEST:

As a continuation of the revitalization of the LC Walker Arena, staff is recommending a number of additional capital repairs, which have been deferred for a number of years. These improvements are expected to be funded partially by the City's Public Improvement Fund and partially by the Downtown Development Authority. The projects are as follows:

Restroom Renovation and Relocation
Roof Replacement
Dehumidification System Replacement
Heating System Replacement

Staff is seeking authorization at this time to accept the bids only for roof replacement and dehumidification system replacement, as these items are time sensitive:

Roof Replacement: Certified Building Solutions: \$1,051,413
Dehumidification System Replacement: Hurst Mechanical: \$551,763

FINANCIAL IMPACT:

The projects will begin later this winter. Prior to commencement of the project, staff will working to secure short-term financing (7-10 years) for these improvements as well as the Heating System Replacement.

BUDGET ACTION REQUIRED:

This will be accounted for in the 3rd Quarter Reforecast, once financing costs are determined.

STAFF RECOMMENDATION:

To authorize the city manager to enter into agreements with Certified Building Solutions at an amount not to exceed \$1,051,413 and Hurst Mechanical at an amount not to exceed \$551,763.

COMMITTEE RECOMMENDATION:



City of Muskegon – LC Walker Arena 2019 Roof Replacement

December 11, 2018

To Whom It May Concern:

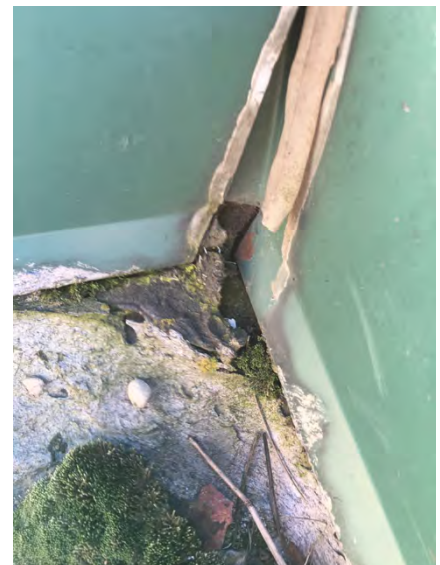
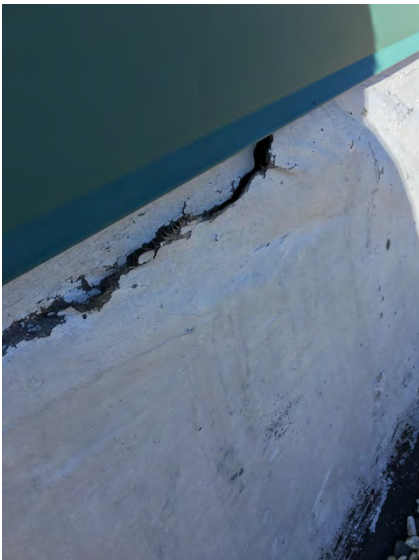
We are presenting the board of commissioners with this letter and bids for the upcoming Roof Replacement Project at the LC Walker Arena.

Current Condition:

Over the last few years there has been multiple attempts to repair and extend the life of the roof at the LC Walker Arena. While these attempts have been mostly successful, every time it rains there seems to be a “new” leak that develops throughout the building. Through multiple inspections, core analysis, and thermal imaging scans, it has been determined that the roof at the LC Walker Arena has reached the end of life. The main issues that have arose are as follows:

- Flashing Failure
- Field membrane wearing thin
- Coping Cap Failure

Please see pictures below:



Solution:

Through thorough analysis, it has been determined that the best solution for the LC Walker Arena and the City of Muskegon would be to recover a new roof over the existing roof. This would result in a significant cost savings for the City on a few different fronts:

- Staging
- Difficult Access
- Avoid Tear-off

By recovering the existing roof, the LC Walker Arena will receive a 30-year NDL (No-Dollar-Limit) Warranty which will cover all labor and materials for the duration of the warranty. With a proper preventive maintenance program, the LC Walker Arena could possibly go 35-50 years without doing another roof replacement.

Sincerely,

A handwritten signature in black ink that reads "LeighAnn Mikesell". The script is cursive and fluid, with the first name "LeighAnn" and last name "Mikesell" clearly distinguishable.

LeighAnn Mikesell



1-800-GO-HURST
1-800-464-8778
Fax (616) 785-7900
2330 Lake Ave
North Muskegon, MI 49445

September 28, 2018

City of Muskegon
933 Terrace St.
Muskegon, MI 49443
Attn: Franklin J. Peterson
O: 231-724-6724
frank.peterson@shorelinecity.com

Subject: LC Walker- Dehumidification System & HVAC Controls Upgrade Budget Proposal

Dear Frank:

First of all, thank you for the opportunity to be of continued service! The following is our proposal to replace the failing Dehumidification System at the LC Walker Arena, as well as our proposal to replace the antiquated HVAC Controls System at the Arena. Based upon the given spectator levels and current ASHRAE Guidelines for Acceptable Indoor Air Quality, according to Munters, the current system is substantially undersized. With that in mind, we're proposing a re-engineered solution with greater capacity than the existing system. The scope of work is to consist of the following:

Dehumidification System Upgrade

- Provide labor, equipment, and materials to disconnect, remove, and dispose of the failing Dehumidification Unit, as well as both condensers next to the unit.
- Provide labor, equipment, and materials to install (1) new 20,000 CFM Munters Dehumidification System, and connect the new unit to the existing supply ductwork. The system will include a new dehumidification wheel, heaters, and (2) new condensing units, (1) for precooling, and (1) for post cooling. Your new system will provide:
 - Better indoor air quality
 - Lower space temperatures (offset sensible load from spectators)
 - Lower humidity levels (offset latent load from spectators)
 - Improved ice quality by lowering space vapor pressure and thus significantly reducing condensation on the ice surface.
- The installation will also include materials, labor, and equipment to pipe (4) new refrigerant circuits, including hot gas lines, filter driers, insulation of the suction lines and hot gas lines, evacuation, refrigerant charging, and startup inspection.
- Installation also includes reconnection of the electrical service to your new unit, as well as electrical service to your (2) new condensing units.

HVAC System Design
Indoor Air Quality Analysis
Controls – Pneumatic & DDC
Refrigeration – Ammonia & Freon



Heating
Air Conditioning
Electrical
Plumbing



Pipe Fitting, Welding & Air Piping
Cooling Towers & Pump Packages
Sheet Metal – Exhaust & Ventilation
Preventative Maintenance Agreements



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North Muskegon, MI 49445

- One year parts and labor warranty, and equipment manufacturers warranty will apply.
- Proposal excludes: Overtime labor, structural work, and any engineered drawings.
- Proposal includes: Mechanical permit fee, a \$13,000.00 controls allowance, and a \$12,000.00 crane/equipment handling allowance

Your Investment: \$509,973.00

**Please note:*

Any additional work above and beyond the scope of work described will be considered additional work, and will be performed on a time & material basis, and invoiced accordingly. During the engineering of your renovation, if it's deemed necessary to provide any additional HVAC & Dehumidification, we'd suggest a phased in approach as other equipment is being upgraded.

Web-Based Tridium HVAC Controls System Upgrade

We propose to provide and install a Tridium web-based JACE (Java Applications Control Engine) graphics driven building management system (BMS) to replace the existing proprietary Siemens Apogee controls at L.C. Walker Arena. Control Resource shall supply control drawings, installation, programming, graphics and project management. The system shall be viewable from a standard web browser for an unlimited number of users. Alarming and paging services are available at no charge for the proposed system.

The intent of this project is to provide a user-friendly, standard means to access and control your HVAC equipment. Upon completion you will have the ability to operate all of your buildings HVAC systems and temperatures with a web-based, graphics driven system accessible by any web enabled computer. A graphic will be developed for the buildings floor plan with the ability to drill down to individual systems from there. Each system and controlled variable would be labeled with an intuitive, common sense naming scheme. In addition, the Tridium JACE provides a platform to allow future expansion of the direct digital control (DDC) system to additional HVAC equipment and building systems like lighting, security and power monitoring.

Equipment Monitored/Controlled:

- One (1) Munters Dehumidification Unit
- Two (2) Air Handling Units
- One (1) Packaged Rooftop Unit

HVAC System Design
Indoor Air Quality Analysis
Controls – Pneumatic & DDC
Refrigeration – Ammonia & Freon



Heating
Air Conditioning
Electrical
Plumbing



Pipe Fitting, Welding & Air Piping
Cooling Towers & Pump Packages
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- Nine (9) Duct-Free Split System Cooling Units
- Ten (10) Exhaust Fans
- Four (4) Cabinet Unit Heaters
- One (1) Steam to Hot Water Heat Exchanger and Pumps
- Domestic Hot Water System (Two Boilers, Pumps & Tank)

**Please Note:*

Customer will provide an IT drop at the JACE panel for web based access.

We are planning to reuse existing dampers, valves and actuators. Replacement of any failed devices is not included and would be quoted as an extra.

Your Investment: \$41,790.00

Thank you for the opportunity to prepare this proposal for you. If we may be of further service, or if there's anything you'd like to discuss, please feel free to call me at 231-286-3110.

Sincerely,

Adam Schultz
231-286-3110

Approval Signature

PO#

Date

HVAC System Design
Indoor Air Quality Analysis
Controls – Pneumatic & DDC
Refrigeration – Ammonia & Freon



Heating
Air Conditioning
Electrical
Plumbing



Pipe Fitting, Welding & Air Piping
Cooling Towers & Pump Packages
Sheet Metal – Exhaust & Ventilation
Preventative Maintenance Agreements

DATE: 11/27/18

DATE: 11/27/18

Commission Meeting Date: February 20, 2018

Date: December 3, 2018
To: Honorable Mayor and City Commissioners
From: Finance Director
RE: First Quarter 2018-19 Budget Reforecast

SUMMARY OF REQUEST: At this time staff is transmitting the First Quarter 2018-19 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 \$108,000 lower than the original budget, largely due to lower projections for building permit revenue. The permit revenues are projected to be down \$200,000 for several reasons including Mercy Health paying upfront and several commercial and multi housing projects that are progressing slower than expected to get to the building stage.
- General Fund expenditures are reforecast to be \$244,949 higher than the original budget. The increases were mostly due to several capital items coming in higher than originally budgeted. We realized we needed to budget more for the Street Light conversion project to have it completed in the five year timeline and the resurfacing for the McGraft Park parking lot came in substantially higher than projected.
- There were some refinements to the Capital Projects budget resulting in an overall net increase of \$1,119,000. These are mostly in the Water and Street Funds based on higher than projected project costs for Lakeshore Drive.

BUDGET ACTION REQUIRED: City commission approval of this reforecast with formally amend the City's 2018-19 budget.

STAFF RECOMMENDATION: Approval.

BUDGET REPORT FOR CITY OF MUSKEGON

GENERAL FUND 1ST QUARTER 2018-19 REFORECAST

GL NUMBER AND JDDGET CLASSIFICATIK	DESCRIPTION	2015-16 ACTIVITY	2016-17 ACTIVITY	2017-18 ACTIVITY	2018-19 ORIGINAL BUDGET	SEPT 30, 2018 ACTUAL EXPENSES	SEPT 30, 2017 ACTUAL EXPENSES	2018-19 1ST QUARTER REFORECAST
ESTIMATED REVENUES								
Dept 00000								
101-00000-4100	PROPERTY TAX	5,689,608	5,451,620	5,447,028	5,589,737	0	0	5,589,737
101-00000-4102	IN LIEU OF TAX	96,649	103,821	100,577	98,587	0	0	98,587
101-00000-4103	IFT/CFT TAX	99,363	87,752	95,774	76,468	0	0	76,468
101-00000-4104	PROPERTY TAX SANITATION	1,691,947	1,620,586	1,619,163	1,661,588	0	0	1,661,588
101-00000-4140	INCOME TAX	8,151,902	8,610,812	8,758,674	8,600,000	1,954,602	2,014,355	8,600,000
101-00000-4161	SPECIAL ASSESSMENTS		343,391	373,546	211,000	34,682	36,494	211,000
101-00000-4202	BUSINESS LICENSES & PERMITS	63,182	77,395	81,650	75,000	14,945	6,965	75,000
101-00000-4203	LIQUOR LICENSES & TAX REBATE	43,010	45,043	47,887	45,043	5,000	36,043	45,043
101-00000-4204	CABLE TV LICENSES OR FEES	372,117	378,955	368,495	370,000	0	0	370,000
101-00000-4205	HOUSING LICENSES	(50)	(611)	(1,120)	-	0	(830)	-
101-00000-4206	INSPECTION FEE	162		0	-	0	0	-
101-00000-4207	CEMETERY-BURIAL PERMITS	81,095	85,137	82,645	80,000	17,760	24,535	80,000
101-00000-4208	BUILDING PERMITS	371,693	721,500	1,458,084	1,800,000	266,806	672,118	1,600,000
101-00000-4209	ELECTRICAL PERMITS	84,912	140,373	225,271	220,000	40,669	68,883	220,000
101-00000-4210	PLUMBING PERMITS	34,317	54,821	85,789	80,000	24,034	19,715	80,000
101-00000-4211	HEATING PERMITS	69,071	94,023	146,354	130,000	37,794	43,556	130,000
101-00000-4213	RENTAL PROPERTY REGISTRATION	152,268	222,513	366,300	350,000	82,225	77,296	350,000
101-00000-4221	VACANT BUILDING FEE	165,590	59,558	94,315	75,000	11,175	8,660	75,000
101-00000-4224	TEMPORARY LIQUOR LICENSE	5,780	5,945	5,600	5,000	1,365	850	5,000
101-00000-4230	MARIHUANA FACILITIES LICENSE				25,000	55,000		70,000
101-00000-4300	FEDERAL GRANTS	72,521	51,628	23,988	40,000	0	0	40,000
101-00000-4400	STATE GRANTS	91,415	48,025	35,507	15,000	109,007	0	15,000
101-00000-4405	STATE REPLACEMENT REV FOR PPT	64,536	558,964	802,096	700,000	0	0	700,000
101-00000-4502	STATE SALES TAX CONSTITUTIONAL	2,955,900	3,115,537	3,197,836	3,058,733	0	0	3,058,733
101-00000-4503	STATE CVTRS/EVIP PAYMENTS	930,614	930,610	955,236	1,121,659	0	0	1,121,659
101-00000-4601	CITY SERVICE FOR ENTERPRISE FUNDS	449,292	449,292	482,292	482,290	120,573	120,573	482,290
101-00000-4603	TAX COLLECTION FEE	339,353	332,784	331,723	327,000	35,043	0	327,000
101-00000-4604	GARBAGE COLLECTION	43,614	43,684	80,170	41,000	11,143	34,953	41,000
101-00000-4606	ADMINISTRATION FEES	310,000	310,000	310,000	310,000	77,500	77,500	310,000
101-00000-4607	REIMBURSEMENT ELECTIONS	26,703	18,151	101	-	53	25	-
101-00000-4608	INDIRECT COST ALLOCATION	1,025,618	1,010,456	1,027,986	1,119,973	278,684	256,996	1,119,973
101-00000-4609	PROCUREMENT CARD REBATE	38,574	43,203	48,261	48,000	0	0	48,000
101-00000-4611	SPECIAL EVENTS REIMBURSEMENT	30,877	52,657	55,671	55,000	3,111	16,653	55,000
101-00000-4612	CEMETERY SALE OF LOTS	25,987	21,425	37,353	25,000	6,863	9,150	25,000
101-00000-4613	HARBOR TOWN DOCKMINIUMS			234	-	0	0	-
101-00000-4614	REIMBURSEMENT LOT CLEAN UP	6,131	5,130	2,751	2,000	319	136	2,000
101-00000-4615	POLICE DEPARTMENT INCOME	97,936	112,023	109,449	100,000	22,477	25,588	100,000
101-00000-4617	FIRE DEPARTMENT INCOME	4,413	7,520	6,255	3,500	185	2,780	3,500
101-00000-4619	MISC. SALES AND SERVICES	17,635	22,664	21,882	22,000	1,665	13,624	22,000
101-00000-4620	FIRE PROTECTION-SERVICE PROP	81,250	115,820	74,342	74,000	0	0	74,000
101-00000-4621	ZONING & ENCROACHMENT FEES	11,962	15,155	18,430	15,000	4,710	6,920	15,000
101-00000-4622	MISC. CLERK FEES	16,789	13,983	7,851	3,000	2,058	684	3,000
101-00000-4624	TAX ABATEMENT APPLICATION FEES	600	13,241	4,970	3,000	180	555	3,000
101-00000-4625	MISC. TREAS. FEES	55,948	57,001	54,152	55,000	6,987	6,762	55,000
101-00000-4631	REIMBURSEMENT SCHOOL OFFICER	20,867	21,493	22,138	22,138	0	0	22,138
101-00000-4633	OBSOLETE PROPERTY FEES	1,000	3,370	0	-	0	0	-
101-00000-4634	PASSPORTS	27,199	63,157	71,672	80,000	17,332	14,380	80,000
101-00000-4635	START UP CHARGE/REFUSE	8,633	6,987	7,095	7,000	1,650	1,650	7,000
101-00000-4636	REFUSE BAG & BULK SALES	30,514	32,604	31,668	25,000	9,314	9,120	25,000
101-00000-4637	APPLIANCE STICKER	79	50	125	100	0	0	100
101-00000-4638	MISC. SALES CHARGE/REFUSE			119,254	198,000	39,604	0	198,000
101-00000-4642	LIEN LOOK UPS	13,795	13,480	13,870	12,000	1,530	2,795	12,000
101-00000-4648	FALSE ALARM FEES/POLICE	6,435	3,435	9,540	3,500	3,045	1,740	3,500
101-00000-4649	CEMETERY-MISC. INCOME	17,128	17,741	17,902	16,000	4,204	5,745	16,000
101-00000-4651	REIMBURSEMENT LOT MOWING	9,728	9,379	7,376	5,000	237	729	5,000
101-00000-4652	MUSK HEIGHTS ZONING	11,095	8,750	8,190	6,000	2,415	2,135	6,000
101-00000-4654	FIRE RESPONSE FEE	7,000	6,000	11,500	6,000	2,500	1,000	6,000
101-00000-4656	SITE PLAN REVIEW	8,300	5,800	6,800	6,000	400	800	6,000
101-00000-4657	COLUMBARIUM NICHE			1,750	-	900	850	-
101-00000-4658	IMPOUND FEES	34,005	35,455	39,935	35,000	10,900	7,350	35,000
101-00000-4659	CODE ENFORCEMENT LABOR		3,550	35,627	30,000	9,840	8,070	30,000
101-00000-4660	MISC RECREATION INCOME	5,201	5,766	9,066	4,500	510	754	4,500
101-00000-4661	LEASE GREAT LAKES NAVAL MEMORIAL	7,500		0	15,000	0	0	15,000
101-00000-4663	FLEA MARKET AT FARMERS MARKET	25,580		0	-	0	0	-
101-00000-4664	FARMERS MARKET INCOME	70,814		0	-	0	0	-
101-00000-4665	LEASE BILLBOARDS	6,800	6,800	6,800	6,800	0	0	6,800
101-00000-4666	SNOW PLOWING -DOWNTOWN BID		45,000	48,750	48,750	20,000	0	68,750

GL NUMBER AND BUDGET CLASSIFICATION	DESCRIPTION	2015-16 ACTIVITY	2016-17 ACTIVITY	2017-18 ACTIVITY	2018-19 ORIGINAL BUDGET	SEPT 30, 2018 ACTUAL EXPENSES	SEPT 30, 2017 ACTUAL EXPENSES	2018-19 1ST QUARTER REFORECAST
5300	CONTRACTUAL SERVICES	273,572	276,643	488,087	430,173	66,757	55,768	430,173
5400	OTHER EXPENSES		1,500	1,600	-	0	0	-
Totals for dept 10875 - CONTRIBUTIONS		273,572	278,143	489,687	430,173	66,757	55,768	430,173

Dept 10891 - CONTINGENCY

5400	OTHER EXPENSES	44,388	5,944	60,566	100,000	0	0	100,000
Totals for dept 10891 - CONTINGENCY		44,388	5,944	60,566	100,000	0	0	100,000

Dept 20215 - CITY CLERK

5100	SALARIES & BENEFITS	302,054	362,527	338,944	372,342	105,050	79,272	372,342
5200	SUPPLIES	32,918	52,306	46,027	53,510	8,721	8,174	53,510
5300	CONTRACTUAL SERVICES	23,564	17,389	28,249	19,821	8,731	8,268	19,821
5400	OTHER EXPENSES	5,864	4,795	6,978	6,875	1,814	3,154	6,875
5700	CAPITAL OUTLAYS	1,594	4,448	4,026	2,500	515	0	2,500
Totals for dept 20215 - CITY CLERK		365,994	441,465	424,224	455,048	124,831	98,867	455,048

Dept 20220 - EMPLOYEE RELATIONS (formerly CIVIL SERVICE)

5100	SALARIES & BENEFITS			0	69,440	11,389	0	69,440
5200	SUPPLIES		424	550	1,000	19	550	1,000
5300	CONTRACTUAL SERVICES	114,436	104,418	108,479	120,000	25,616	26,010	120,000
5400	OTHER EXPENSES	2,783	2,751	4,376	8,000	3,490	0	8,000
5700	CAPITAL OUTLAYS			149	-	0	0	
Totals for dept 20220 - EMPLOYEE RELATIONS		117,219	107,593	113,554	198,440	40,514	26,560	198,440

Dept 20228 - AFFIRMATIVE ACTION

5100	SALARIES & BENEFITS	90,690	71,955	(15)				
5200	SUPPLIES	247	771	0				
5300	CONTRACTUAL SERVICES	1,167	912	0				
5400	OTHER EXPENSES	2,078	691	150				
5700	CAPITAL OUTLAYS	59	900	0				
Totals for dept 20228 - AFFIRMATIVE ACTION		94,241	75,229	135				

Dept 30202 - FINANCE ADMINISTRATION

5100	SALARIES & BENEFITS	375,410	495,982	489,166	503,419	106,253	106,182	503,419
5200	SUPPLIES	2,874	2,655	4,463	4,000	695	1,042	4,000
5300	CONTRACTUAL SERVICES	66,241	72,232	76,655	66,732	1,432	1,420	66,732
5400	OTHER EXPENSES	550	841	548	3,000	305	175	3,000
5700	CAPITAL OUTLAYS		2,313	5,787	1,500	37	0	1,500
Totals for dept 30202 - FINANCE ADMINISTRATION		445,075	574,023	576,620	578,651	108,721	108,819	578,651

Dept 30205 - INCOME TAX

5100	SALARIES & BENEFITS	229,730	241,206	238,113	257,436	59,166	57,202	257,436
5200	SUPPLIES	11,327	11,211	12,304	11,760	1,190	719	11,760
5300	CONTRACTUAL SERVICES	67,953	86,530	74,856	75,740	7,708	9,468	75,740
5400	OTHER EXPENSES	637	317	236	1,000	34	0	1,000
5700	CAPITAL OUTLAYS	170	1,392	3,300	4,000	406	350	4,000
Totals for dept 30205 - INCOME TAX		309,817	340,656	328,809	349,936	68,503	67,739	349,936

Dept 30209 - CITY ASSESSOR

5100	SALARIES & BENEFITS	3,245	1,297	2,142	4,000	260	122	4,000
5300	CONTRACTUAL SERVICES	291,100	320,046	327,243	328,000	0	81,600	328,000
5400	OTHER EXPENSES	311		324	-	0	0	-
Totals for dept 30209 - CITY ASSESSOR		294,656	321,343	329,708	332,000	260	81,722	332,000

Dept 30248 - INFORMATION SYSTEMS ADMINISTRATION

5100	SALARIES & BENEFITS	356,094	341,278	349,329	382,914	84,614	78,186	382,914
5200	SUPPLIES	582	3,175	240	1,000	21	204	1,000
5300	CONTRACTUAL SERVICES	31,192	30,199	45,430	34,000	21,845	20,153	34,000
5400	OTHER EXPENSES	5,124	590	6,840	12,000	435	6,388	12,000
5700	CAPITAL OUTLAYS	66,380	62,671	42,548	60,000	1,080	3,574	60,000
Totals for dept 30248 - INFORMATION SYSTEMS ADMINISTRATION		459,372	437,913	444,386	489,914	107,995	108,506	489,914

Dept 30253 - CITY TREASURER

5100	SALARIES & BENEFITS	364,615	393,418	328,762	366,412	89,991	74,837	366,412
5200	SUPPLIES	71,970	70,071	70,822	81,200	14,027	13,164	81,200
5300	CONTRACTUAL SERVICES	119,861	94,567	90,829	112,800	12,406	14,810	112,800
5400	OTHER EXPENSES	823	1,176	70	1,000	0	0	1,000
5700	CAPITAL OUTLAYS	1,071	3,828	5,751	5,622	40	372	5,622
Totals for dept 30253 - CITY TREASURER		558,340	563,060	496,235	567,034	116,463	103,183	567,034

Dept 30805 - L C WALKER ADMINISTRATION

5300	CONTRACTUAL SERVICES	(409)						
5700	CAPITAL OUTLAYS	1,353						
5900	OTHER FINANCING USES	235,000						

GL NUMBER AND JDDGET CLASSIFICATIK	DESCRIPTION	2015-16 ACTIVITY	2016-17 ACTIVITY	2017-18 ACTIVITY	2018-19 ORIGINAL BUDGET	SEPT 30, 2018 ACTUAL EXPENSES	SEPT 30, 2017 ACTUAL EXPENSES	2018-19 1ST QUARTER REFORECAST
Totals for dept 30805 - L C WALKER ADMINISTRATION		235,944						
Dept 30851 - INSURANCE SERVICES								
5300	CONTRACTUAL SERVICES	261,419	274,472	294,675	268,695	0	0	268,695
Totals for dept 30851 - INSURANCE SERVICES		261,419	274,472	294,675	268,695	0	0	268,695
Dept 30906 - DEBT SERVICE								
5300	CONTRACTUAL SERVICES	750	850	750	-	0	0	-
5900	OTHER FINANCING USES	277,426	243,412	236,331	229,750	147,700	0	229,750
Totals for dept 30906 - DEBT SERVICE		278,176	244,262	237,081	229,750	147,700	0	229,750
Dept 30999 - TRANSFERS TO OTHER FUNDS								
5900	OTHER FINANCING USES	1,523,164	1,818,000	2,050,000	820,000	75,000	111,250	820,000
Totals for dept 30999 - TRANSFERS TO OTHER FUNDS		1,523,164	1,818,000	2,050,000	820,000	75,000	111,250	820,000
Dept 40301 - POLICE DEPARTMENT								
5100	SALARIES & BENEFITS	7,938,997	7,978,078	8,331,854	9,361,368	1,985,348	1,936,835	9,361,368
5200	SUPPLIES	87,678	97,976	106,312	83,327	20,431	15,032	83,327
5300	CONTRACTUAL SERVICES	904,919	896,114	976,050	965,299	226,125	242,559	965,299
5400	OTHER EXPENSES	24,675	25,041	95,208	30,000	1,127	9,534	30,000
5700	CAPITAL OUTLAYS	7,063	9,401	19,200	-	168	6,956	-
Totals for dept 40301 - POLICE DEPARTMENT		8,963,332	9,006,610	9,528,624	10,439,994	2,233,200	2,210,916	10,439,994
Dept 50336 - FIRE DEPARTMENT								
5100	SALARIES & BENEFITS	3,570,030	3,729,221	3,525,122	1,717,866	684,040	848,299	2,750,000
5200	SUPPLIES	169,633	138,244	152,001	130,000	23,347	26,618	130,000
5300	CONTRACTUAL SERVICES	107,645	123,464	118,389	1,500,000	37,873	21,142	130,000
5400	OTHER EXPENSES	3,426	13,579	14,536	9,000	3,136	1,894	20,000
5700	CAPITAL OUTLAYS	67,989	105,636	44,302	-	5,917	0	20,917
Totals for dept 50336 - FIRE DEPARTMENT		3,918,723	4,110,144	3,854,350	3,356,866	754,313	897,953	3,050,917
Dept 50338 - NEW CENTRAL FIRE STATION								
5200	SUPPLIES	3,510						
5300	CONTRACTUAL SERVICES	64,857	76,436	75,972	75,000	15,032	19,206	75,000
5700	CAPITAL OUTLAYS	9,602						
Totals for dept 50338 - NEW CENTRAL FIRE STATION		77,969	76,436	75,972	75,000	10,369	19,206	75,000
Dept 50387 - BUILDING CODE INSPECTIONS AND ENFORCEMENT								
5100	SALARIES & BENEFITS	1,596		0	-	26,628	0	110,000
5200	SUPPLIES	11,404	12,920	15,701	15,180	3,336	2,841	15,180
5300	CONTRACTUAL SERVICES	465,888	840,893	1,550,029	3,178,600	300,264	637,396	2,914,600
5400	OTHER EXPENSES	18	205	0	22,000	0	0	22,000
5700	CAPITAL OUTLAYS			0	-	0	0	
Totals for dept 50387 - CODE INSPECTIONS AND ENFORCEMENT		478,906	854,018	1,565,729	3,215,780	330,228	640,237	3,061,780
Dept 60265 - CITY HALL MAINTENANCE								
5100	SALARIES & BENEFITS	33,042	36,691	35,598	41,002	8,063	9,448	41,002
5200	SUPPLIES	15,841	17,196	17,153	18,000	3,184	2,634	18,000
5300	CONTRACTUAL SERVICES	160,963	173,436	177,489	260,000	43,608	39,467	260,000
5400	OTHER EXPENSES			0	500	0	0	500
5700	CAPITAL OUTLAYS	11,425	19,812	11,982	10,000	1,635	705	10,000
Totals for dept 60265 - CITY HALL MAINTENANCE		221,271	247,135	242,222	329,502	56,489	52,254	329,502
Dept 60446 - HIGHWAY NONCHARGEABLE								
5100	SALARIES & BENEFITS	15,154	21,319	45,340	41,159	7,570	7,337	41,159
5200	SUPPLIES	787	191	18,619	12,000	35	185	12,000
5300	CONTRACTUAL SERVICES	3,483	12,216	36,652	50,000	7,348	9,590	50,000
Totals for dept 60446 - HIGHWAY NONCHARGEABLE		19,424	33,726	100,611	103,159	14,953	17,112	103,159
Dept 60448 - STREET LIGHTING								
5200	SUPPLIES	12,900	10,552	0				
5300	CONTRACTUAL SERVICES	553,843	582,279	529,471	490,000	121,981	137,788	490,000
Totals for dept 60448 - STREET LIGHTING		566,743	592,831	529,471	490,000	121,981	137,788	490,000
Dept 60523 - SANITATION								
5100	SALARIES & BENEFITS	23,637	26,073	31,931	29,345	7,742	6,425	29,345
5300	CONTRACTUAL SERVICES	1,581,755	1,813,870	1,892,503	1,820,000	238,691	49,598	1,820,000
Totals for dept 60523 - SANITATION		1,605,392	1,839,943	1,924,434	1,849,345	246,433	56,023	1,849,345
Dept 60550 - STORM WATER MANAGEMENT								
5300	CONTRACTUAL SERVICES	13,755	4,000	13,340	10,000	0	9,340	10,000
5400	OTHER EXPENSES			25	-	0	0	

GL NUMBER AND BUDGET CLASSIFICATION	DESCRIPTION	2015-16 ACTIVITY	2016-17 ACTIVITY	2017-18 ACTIVITY	2018-19 ORIGINAL BUDGET	SEPT 30, 2018 ACTUAL EXPENSES	SEPT 30, 2017 ACTUAL EXPENSES	2018-19 1ST QUARTER REFORECAST
Totals for dept 60550 - STORM WATER MANAGEMENT		13,755	4,000	13,365	10,000	0	9,340	10,000
Dept 60707 - SENIOR CITIZEN TRANSIT								
5100	SALARIES & BENEFITS		227					
Totals for dept 60707 - SENIOR CITIZEN TRANSIT			227					
Dept 70276 - CEMETERIES								
5100	SALARIES & BENEFITS	76,374	83,930	87,082	109,600	21,278	20,953	109,600
5200	SUPPLIES	9,720	8,905	15,515	13,600	3,115	2,642	13,600
5300	CONTRACTUAL SERVICES	320,285	293,831	315,201	287,182	108,700	106,921	287,182
5400	OTHER EXPENSES	65		99	300	229	0	300
5700	CAPITAL OUTLAYS		1,170	2,397	17,900	1,572	0	17,900
Totals for dept 70276 - CEMETERIES		406,444	387,836	420,295	428,582	134,893	130,516	428,582
Dept 70357 - GRAFFITI REMOVAL								
5100	SALARIES & BENEFITS	815	554	0	-	0	0	
5200	SUPPLIES	15	93	0				
5300	CONTRACTUAL SERVICES	271						
Totals for dept 70357 - GRAFFITI REMOVAL		1,101	647	0	-	0	0	
Dept 70585 - PARKING OPERATIONS								
5100	SALARIES & BENEFITS	2,432	223					
5200	SUPPLIES	225						
5300	CONTRACTUAL SERVICES	2,950	2,499	1,988	-	599	514	
Totals for dept 70585 - PARKING OPERATIONS		5,607	2,722	1,988	-	599	514	
Dept 70751 - PARKS MAINTENANCE								
5100	SALARIES & BENEFITS	427,561	497,872	467,355	684,930	123,595	109,487	684,930
5200	SUPPLIES	85,099	153,296	113,564	161,206	26,379	18,605	161,206
5300	CONTRACTUAL SERVICES	766,449	849,488	936,131	796,930	266,503	317,787	796,930
5400	OTHER EXPENSES	77		2,505	1,000	237	1,250	1,000
5700	CAPITAL OUTLAYS	4,912	11,488	47,042	112,092	29,426	596	112,092
Totals for dept 70751 - PARKS MAINTENANCE		1,284,098	1,512,144	1,566,598	1,756,158	446,140	447,726	1,756,158
Dept 70757 - MC GRAFT PARK								
5100	SALARIES & BENEFITS	19,806	17,805	28,463	32,676	5,271	9,509	32,676
5200	SUPPLIES	6,096	6,266	9,146	4,000	2,892	1,128	4,000
5300	CONTRACTUAL SERVICES	30,716	29,876	58,713	38,400	17,105	17,292	38,400
5700	CAPITAL OUTLAYS	350		594	12,500	0	491	12,500
Totals for dept 70757 - MC GRAFT PARK		56,968	53,947	96,916	87,576	25,268	28,419	87,576
Dept 70775 - GENERAL RECREATION								
5200	SUPPLIES		172					
5300	CONTRACTUAL SERVICES	126,580	90,133	2,551	-	40,000	37,551	
Totals for dept 70775 - GENERAL RECREATION		126,580	90,305	2,551	-	40,000	37,551	
Dept 70863 - FARMERS & FLEA MARKET								
5100	SALARIES & BENEFITS	49,303						
5200	SUPPLIES	7,501						
5300	CONTRACTUAL SERVICES	119,186						
5700	CAPITAL OUTLAYS	225						
Totals for dept 70863 - FARMERS & FLEA MARKET		176,215						
Dept 70867 - FDA GRANT FARMERS MARKET								
5100	SALARIES & BENEFITS	705						
5200	SUPPLIES	2,117						
5300	CONTRACTUAL SERVICES	9,178						
Totals for dept 70867 - FDA GRANT FARMERS MARKET		12,000						
Dept 80387 - NEIGHBORHOOD & CONSTRUCTION SERVICES								
5100	SALARIES & BENEFITS	151,365	113,562	70,784	-	7,549	21,925	
5200	SUPPLIES	3,444	2,327	1,257	-	244	239	
5300	CONTRACTUAL SERVICES	858,698	970,835	1,067,934	-	186,673	280,647	
5400	OTHER EXPENSES	632	3,335	0	-	80	0	
5700	CAPITAL OUTLAYS	1,922	93		-			
Totals for dept 80387 - NEIGHBORHOOD & CONSTRUCTION SERVICES		1,016,061	1,090,152	1,139,976	-	194,546	302,812	
Dept 80400 - PLANNING								
5100	SALARIES & BENEFITS	376,324	398,209	331,153	397,041	73,497	60,227	297,041
5200	SUPPLIES	3,684	4,355	4,927	7,500	961	1,271	7,500
5300	CONTRACTUAL SERVICES	27,079	43,819	88,247	137,648	14,815	5,001	137,648
5400	OTHER EXPENSES	3,022	1,578	3,169	7,000	2,674	490	7,000
5700	CAPITAL OUTLAYS	12,158	18,488	7,371	25,000	12,833	6,004	25,000
Totals for dept 80400 - PLANNING		422,267	466,449	434,867	574,189	104,779	72,993	474,189

GL NUMBER AND JDGET CLASSIFICATIC	DESCRIPTION	2015-16 ACTIVITY	2016-17 ACTIVITY	2017-18 ACTIVITY	2018-19 ORIGINAL BUDGET	SEPT 30, 2018 ACTUAL EXPENSES	Sept 30, 2017 ACTUAL EXPENSES	2018-19 1ST QUARTER REFORECAST
Dept 91116 - ADA PROJECT 2011-2012								
5300	CONTRACTUAL SERVICES	291	3,036	1,911	20,000	1,982	0	20,000
Totals for dept 91116 - ADA PROJECT 2011-2012		291	3,036	1,911	20,000	1,982	0	20,000
Dept 91120 - VOIP PHONE SYSTEM								
5700	CAPITAL OUTLAYS	19,400	19,400					
Totals for dept 91120 - VOIP PHONE SYSTEM		19,400	19,400					
Dept 91412 - CITY HALL REPLACEMENT WINDOWS								
5300	CONTRACTUAL SERVICES	5,400	3,591					
Totals for dept 91412 - CITY HALL REPLACEMENT WINDOWS		5,400	3,591					
Dept 91505 - MARSH FIELD BLEACHERS								
5300	CONTRACTUAL SERVICES	23,256						
Totals for dept 91505 - MARSH FIELD BLEACHERS		23,256						
Dept 91508 - LED CONVERSION DOWNTOWN								
5300	CONTRACTUAL SERVICES	114,705	270,000	0	270,000	514,089	0	540,000
Totals for dept 91508 - LED CONVERSION DOWNTOWN		114,705	270,000	0	270,000	514,089	0	540,000
Dept 91512 - KRUSE PARK BOARDWALK REPAIRS								
5300	CONTRACTUAL SERVICES	22,843						
Totals for dept 91512 - KRUSE PARK BOARDWALK REPAIRS		22,843						
Dept 91701 - PARKING LOT@JEFFERSON/WESTERN								
5300	CONTRACTUAL SERVICES		10,351	2,994			1,032	
Totals for dept 91701 - PARKING LOT@JEFFERSON/WESTERN			10,351	2,994			1,032	
Dept 91703 - ROOF@ LC WALKER ARENA								
5300	CONTRACTUAL SERVICES		19,700	1,590			1,590	
Totals for dept 91703 - ROOF@ LC WALKER ARENA			19,700	1,590			1,590	
Dept 91704 - CITY HALL BUILDING WASH								
5300	CONTRACTUAL SERVICES			69,297			0	
Totals for dept 91704 - CITY HALL BUILDING WASH				69,297			0	
Dept 91705 - ACTIVE.NET								
5300	CONTRACTUAL SERVICES		13,200			0	0	
Totals for dept 91705 - ACTIVE.NET			13,200			0	0	
Dept 91709 - TELEPHONE SYSTEM UPGRADE								
5700	CAPITAL OUTLAYS		23,508	13,360			0	
Totals for dept 91709 - TELEPHONE SYSTEM UPGRADE			23,508	13,360			0	
Dept 91721 - IMAGINE MUSKEGON LAKE								
5300	CONTRACTUAL SERVICES			20,026			0	
Totals for dept 91721 - IMAGINE MUSKEGON LAKE				20,026			0	
Dept 91805 - CITY HALL ROOF REPAIR 2018								
5700	CAPITAL OUTLAYS			16,282		25,518	0	
Totals for dept 91805 - CITY HALL ROOF REPAIR 2018				16,282		25,518	0	
				16281.71		25518.29	0	
Dept 91814 - MCGRAFT PARK - RESURFACING PARKING LOT A								
5300	CONTRACTUAL SERVICES			4,915	75,000	7,916	0	120,000
Totals for dept 91814 - MCGRAFT PARK - RESURFACING PARKING LOT A				4,915	75,000	7,916	0	120,000
Dept 91816 - IRRIGATION SYSTEMS , CITY HALL AND OTHER								
5300	CONTRACTUAL SERVICES			0	-	21,248	0	
Totals for dept 91816 - IRRIGATION SYSTEMS , CITY HALL AND OTHER				0	-	21,248	0	
Dept 91817 - CENTRAL STATION UPGRADES								
5300	CONTRACTUAL SERVICES					0	0	
Totals for dept 91817 - CENTRAL STATION UPGRADES						0	0	
Dept 91818 - GIS FOR LAKESIDE								
5300	CONTRACTUAL SERVICES				35,000	0	0	35,000
Totals for dept 91818 - GIS FOR LAKESIDE					35,000	0	0	35,000
Dept 91827 - IMPROVEMENT AT SMITH RYERSON								
5300	CONTRACTUAL SERVICES				55,000	3,617	0	55,000
Totals for dept 91818 - GIS FOR LAKESIDE					55,000	3,617	0	55,000
Dept 91829 - ROOF REPLACEMENT MAUSOLEUM								

GL NUMBER AND BUDGET CLASSIFICATION	DESCRIPTION	2015-16 ACTIVITY	2016-17 ACTIVITY	2017-18 ACTIVITY	2018-19 ORIGINAL BUDGET	SEPT 30, 2018 ACTUAL EXPENSES	SEPT 30, 2017 ACTUAL EXPENSES	2018-19 1ST QUARTER REFORECAST
5300	CONTRACTUAL SERVICES				100,000	49,003	0	100,000
Totals for dept 91829- ROOF REPLACEMENT MAUSOLEUM					100,000	49,003	0	100,000

Dept 99152 - DOJ JAG GRANT MUSKEGON HEIGHTS

5300	CONTRACTUAL SERVICES	17,363	9,029	10,056				
Totals for dept 99152 - DOJ JAG GRANT MUSKEGON HEIGHTS		17,363	9,029	10,056				

TOTAL EXPENDITURES		25,628,426	27,025,083	28,377,966	29,016,381	6,416,265	5,994,459	28,771,432
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NET OF REVENUES/EXPENDITURES - FUND 101	227,825	27,488	351,952	(142,215)	(2,829,533)	(2,154,486)	(5,266)
BEGINNING FUND BALANCE	6,103,495	6,331,308	6,358,796	6,710,748	6,710,745	6,358,804	6,710,748
ENDING FUND BALANCE	6,331,320	6,358,796	6,710,748	6,568,533	6,741,053	4,204,318	6,705,482

BUDGET REPORT FOR CITY OF MUSKEGON

STREET FUNDS BUDGET 2018-19 1ST QUARTER REFORECAST

GL NUMBER AND BUDGET CLASSIFICATION	DESCRIPTION	2015-16 ACTIVITY	2016-17 ACTIVITY	2017-18 ACTIVITY	2018-19 ORIGINAL BUDGET	SEPT 30, 2018 ACTUAL BUDGET	SEPT 30, 2017 ACTUAL BUDGET	2018-19 1ST QUARTER REFORECAST
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MAJOR STREETS AND TRUNKLINE FUNDS

ESTIMATED REVENUES

Dept 00000								
202-00000-4161	SPECIAL ASSESSMENTS	46,603	33,852	6,676		0	0	
202-00000-4300	FEDERAL GRANTS	239,952	400,000	728,782	880,000	0	0	880,000
202-00000-4400	STATE GRANTS	1,898,362						
202-00000-4531	STATE RECEIPT MAJORS	3,015,482	2,909,807	3,908,126	3,921,906	426,815	660,845	4,487,671
204-00000-4532	STATE RECEIPT TRUNKLINE	171,373	208,128	166,848	196,000	9,047	4,278	196,000
202-00000-4535	LRP LOCAL ROADS PROGRAM	79,920	79,894		79,000		0	79,000
202-00000-4651	REIMBURSEMENT		33,124					
202-00000-4800	MISC. & SUNDRY	22,693	23,320	101,220	71,000	24,464	10,337	71,000
202-00000-4802	REIMB:SERVICES RENDERED	47,126	33,787					
202-00000-4805	CONTRIBUTIONS	7,000						
202-00000-4901	OP. TRANSFER FROM GENERAL FUND			200,000			200,000	
202-00000-4970	INTEREST INCOME	10,908	9,069	9,893	10,000	2,790	2,035	10,000
202-00000-4973	INTEREST ON ASSESSMENTS	1,919	2,169					
Totals for dept 00000 -		5,541,338	3,733,150	5,121,545	5,157,906	463,116	877,495	5,723,671

TOTAL ESTIMATED REVENUES		5,541,338	3,733,150	5,121,545	5,177,751	463,116	877,495	5,723,671
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EXPENDITURES

5100	SALARIES & BENEFITS	556,921	508,808	599,913	637,195	107,599	121,408	637,195
5200	SUPPLIES	237,593	267,332	233,907	271,000	37,082	56,155	271,000
5300	CONTRACTUAL SERVICES	2,894,407	2,490,835	880,990	950,000	140,393	177,307	950,000
5400	OTHER EXPENSES	6,093	1,146	1,741	3,500	540	439	3,500
5900	OTHER FINANCING USES	231,371	680,450	229,483	0	223,327	216,373	
Totals for dept 60950 - SHOULDER MAINTENANCE		3,926,385	3,948,571	1,946,034	1,861,695	508,941	571,682	1,861,695

Dept 90011

5300	CONTRACTUAL SERVICES				370,000	0	0	400,000
Totals for dept 90011 -					370,000	0	0	400,000

Dept 90124 - FOURTH STREET HOUSTON TO MUSKEGON

5300	CONTRACTUAL SERVICES	96,964	246					
Totals for dept 90124 - FOURTH STREET HOUSTON TO MUSKEGON		96,964	246					

Dept 91115 - SPEED LIMIT EVALUATION

5300	CONTRACTUAL SERVICES			1,947				
Totals for dept 91115 - SPEED LIMIT EVALUATION				1,947				

Dept 91208 - LATIMER DR, PORT CITY BLVD TO BLACK CREEK

5300	CONTRACTUAL SERVICES	344,484						
Totals for dept 91208 - LATIMER DR, PORT CITY BLVD TO BLACK CREEK		344,484						

Dept 91316 - SHERMAN @ GLENSIDE TRAFFIC SIGNAL

5300	CONTRACTUAL SERVICES	26,134						
Totals for dept 91316 - SHERMAN @ GLENSIDE TRAFFIC SIGNAL		26,134						

Dept 91318 - GETTY ST, EVANSTON TO APPLE

5300	CONTRACTUAL SERVICES	842,712	3,096					
Totals for dept 91318 - GETTY ST, EVANSTON TO APPLE		842,712	3,096					

Dept 91323 - APPLE/US31 ON RAMP

5300	CONTRACTUAL SERVICES			57				
Totals for dept 91323 - APPLE/US31 ON RAMP				57				

Dept 91408 - HENRY ST, SHERMAN TO HACKLEY

5300	CONTRACTUAL SERVICES	149,418						
Totals for dept 91408 - HENRY ST, SHERMAN TO HACKLEY		149,418						

Dept 91411 - US31BR, W SHERMAN TO SHORELINE DR

5300	CONTRACTUAL SERVICES	30,181						
Totals for dept 91411 - US31BR, W SHERMAN TO SHORELINE DR		30,181						

Dept 91413 - LAKETON AVE - NEVADA TO LAKESHORE DR

5300	CONTRACTUAL SERVICES	64,552	1,392,408	1,087				
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GL NUMBER AND BUDGET CLASSIFICATION	DESCRIPTION	2015-16 ACTIVITY	2016-17 ACTIVITY	2017-18 ACTIVITY	2018-19 ORIGINAL BUDGET	SEPT 30, 2018 ACTUAL BUDGET	SEPT 30, 2017 ACTUAL BUDGET	2018-19 1ST QUARTER REFORECAST
Totals for dept 91413 - LAKETON AVE - NEVADA TO LAKESHOR		64,552	1,392,408	1,087				
Dept 91509 - LAKETON AVE, GETTY ST TO CRESTON								
5300	CONTRACTUAL SERVICES	11,361	41,352	1,004,970	900,000	532,382	1,721	600,000
Totals for dept 91509 - LAKETON AVE, GETTY ST TO CRESTON		11,361	41,352	1,004,970	900,000	532,382	1,721	600,000
Dept 91513 - ROBERTS STREET SIDEWALK								
5300	CONTRACTUAL SERVICES	2,855	12,553					
Totals for dept 91513 - ROBERTS STREET SIDEWALK		2,855	12,553					
Dept 91601 - GLENSIDE - SHERMAN TO GLEN								
5300	CONTRACTUAL SERVICES		294,117	133,219			0	
Totals for dept 91601 - GLENSIDE - SHERMAN TO GLEN			294,117	133,219			0	
Dept 91605 - TRAFFIC STUDIES								
5300	CONTRACTUAL SERVICES		3,058	3,906				
Totals for dept 91605 - TRAFFIC STUDIES			3,058	3,906				
Dept 91702 - BLACK CREEK - SHERMAN TO LATIMER								
5300	CONTRACTUAL SERVICES		2,284	41,915	475,000	21,606	4,865	475,000
Totals for dept 91702 - BLACK CREEK - SHERMAN TO LATIMER			2,284	41,915	475,000	21,606	4,865	475,000
Dept 91711 - LAKESHORE DR, MCCracken TO LAKETON								
5300	CONTRACTUAL SERVICES			73,397	2,580,000	115,854	18,692	3,750,000
Totals for dept 91711 - LAKESHORE DR, MCCracken TO LAKETON				73,397	2,580,000	115,854	18,692	3,750,000
Dept 91724 - FRANKLIN, WESTERN MI FRANKIN TO LSD								
5300	CONTRACTUAL SERVICES			2,340				
Totals for dept 91724 - FRANKLIN, WESTERN MI FRANKIN TO LSD				2,340				
Dept 91725 - LAKESHORE, BEACH WILCOX TO WATERWORKS								
5300	CONTRACTUAL SERVICES			7,437				
Totals for dept 91725 - LAKESHORE, BEACH WILCOX TO WATERWORKS				7,437				
Dept 91821 - 2018 CIP PREVENTIVE MAINT								
5300	CONTRACTUAL SERVICES			7,622	540,000	327,891		350,000
Totals for dept 91821 - 2018 CIP PREVENTIVE MAINT				7,622	540,000	327,891		350,000
Dept 91831 - REMEMBRANCE DR EXTENSION								
5300	CONTRACTUAL SERVICES			0	498,000	34,521		437,000
Totals for dept 91831 - REMEMBRANCE DR EXTENSION				0	498,000	34,521		437,000
Dept 96021 - BRIDGE INSPECTION								
5300	CONTRACTUAL SERVICES	240	720	800				
Totals for dept 96021 - BRIDGE INSPECTION		240	720	800				
Dept 97031								
5300	CONTRACTUAL SERVICES			946				
Totals for dept 97031 -				946				
Dept 99118 - MUSKETAWA TRAIL CONNECTOR 1B (KEATING TO								
5300	CONTRACTUAL SERVICES	13,863		4,145			0	
Totals for dept 99118 - MUSKETAWA TRAIL CONNECTOR 1B (K		13,863		4,145			0	
TOTAL EXPENDITURES		5,314,825	3,948,571	3,229,822	7,224,695	1,541,195	596,960	6,611,695
NET OF REVENUES/EXPENDITURES - FUND 202		55,140	(423,549)	1,891,723	(658,119)	(1,078,079)	280,535	(888,024)
BEGINNING FUND BALANCE		2,234,555	2,289,693	1,872,934	3,764,657	3,764,657	1,872,934	3,764,657
FUND BALANCE ADJUSTMENTS			6,790					
ENDING FUND BALANCE		2,289,695	1,872,934	3,764,657	3,106,538	2,686,578	2,153,469	2,876,633

GL NUMBER AND BUDGET CLASSIFICATION	DESCRIPTION	2015-16 ACTIVITY	2016-17 ACTIVITY	2017-18 ACTIVITY	2018-19 ORIGINAL BUDGET	SEPT 30, 2018 ACTUAL BUDGET	SEPT 30, 2017 ACTUAL BUDGET	2018-19 1ST QUARTER REFORECAST
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Fund 203 - LOCAL STREETS

ESTIMATED REVENUES								
Dept 00000								
203-00000-4161	SPECIAL ASSESSMENTS	25,607	17,756	222,314		0	0	
203-00000-4216	TELECOM FRANCHISE FEES	163,342	159,494	160,703	150,000	0	0	150,000
203-00000-4300	FEDERAL GRANTS					0	0	
203-00000-4533	STATE RECEIPT LOCAL	692,280	800,486	963,649	1,019,979	100,372	167,396	1,019,979
203-00000-4535	LRP LOCAL ROADS PROGRAM	22,290	22,315	22,313	25,000	1,859	3,719	25,000
203-00000-4800	MISC. & SUNDRY	2,006	1,701	3,287	2,000	0	1,503	2,000
203-00000-4802	REIMB:SERVICES RENDERED	16,362	14,276	(9)	15,000		(1,500)	15,000
203-00000-4803	CDBG PROGRAM REIMBURSEMENTS			35,000				
203-00000-4900	OPERATING TRANSFERS IN			700,000	250,000	0	0	250,000
203-00000-4902	OP. TRANS FROM SPECIAL REVENUE		450,000					
203-00000-4970	INTEREST INCOME	2,215	1,346	3,205	1,200	777	791	1,200
203-00000-4973	INTEREST ON ASSESSMENTS	5,151	1,640					
Totals for dept 00000 -		929,253	1,469,014	2,110,462	1,463,179	103,008	171,909	1,463,179

TOTAL ESTIMATED REVENUES		929,253	1,469,014	2,110,462	1,463,179	103,008	171,909	1,463,179
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EXPENDITURES								
5100	SALARIES & BENEFITS	545,552	580,928	645,467	704,974	64,425	129,610	704,974
5200	SUPPLIES	121,994	78,181	83,032	140,000	8,948	17,513	140,000
5300	CONTRACTUAL SERVICES	676,948	673,437	680,956	720,000	52,623	173,015	720,000
5400	OTHER EXPENSES	660	1,312	3,015	2,500	0	0	2,500
Totals for dept 60950 - SHOULDER MAINTENANCE		1,345,154	1,333,858	1,412,470	1,567,474	125,996	320,138	1,567,474

Dept 90000								
5300	CONTRACTUAL SERVICES				150,000		0	150,000
Totals for dept 90000 -					150,000		0	150,000

Dept 91502 - MONROE STREET BETWEEN 4TH AND 5TH								
5300	CONTRACTUAL SERVICES	44,731	14,035				45	
Totals for dept 91502 - MONROE STREET BETWEEN 4TH AND 5TH		44,731	14,035					

Dept 91510 - ALLEY BETWEEN FOURTH & FIFTH (MUSKEGON/W								
5300	CONTRACTUAL SERVICES	10,348						
Totals for dept 91510 - ALLEY BETWEEN FOURTH & FIFTH (MU		10,348						

Dept 91609 - HARTFORD, PINE & DIANA WATER MAIN UPGRAD								
5300	CONTRACTUAL SERVICES			88,527	0	0	6,183	
Totals for dept 91609 - HARTFORD, PINE & DIANA WATER MAIN UPGRAD				88,527	0	0	6,183	

Dept 91707 - HACKLEY, GLADE TO PARK								
5300	CONTRACTUAL SERVICES			52,584	0	0	0	
Totals for dept 91707 - HACKLEY, GLADE TO PARK				52,584	0	0	0	

Dept 91821 - CIP PREVENTIVE MAINT								
5300	CONTRACTUAL SERVICES			249	200,000	51,658	0	55,000
Totals for dept 91821 - CIP PREVENTIVE MAINT				249	200,000	51,658	0	55,000

Dept 91822 - FOREST AVE, PECK TO CLINTON								
5300	CONTRACTUAL SERVICES			799	0	21,892	0	
Totals for dept 91822 - FOREST AVE, PECK TO CLINTON				799	0	21,892	0	

TOTAL EXPENDITURES		1,400,233	1,347,893	1,554,629	1,917,474	199,546	326,321	1,772,474
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NET OF REVENUES/EXPENDITURES - FUND 203		(470,980)	121,121	555,833	(454,295)	(96,538)	(154,412)	(309,295)
BEGINNING FUND BALANCE		706,676	235,693	358,655	914,488	914,488	358,653	914,488
FUND BALANCE ADJUSTMENTS			1,841					
ENDING FUND BALANCE		235,696	358,655	914,488	460,193	817,950	204,241	605,193

BUDGET REPORT FOR CITY OF MUSKEGON

SPECIAL REVENUE FUNDS 2018-19 BUDGET 1st QUARTER REFORECAST

GL NUMBER AND BUDGET CLASSIFICATION	DESCRIPTION	2015-16 ACTIVITY	2016-17 ACTIVITY	2017-18 ACTIVITY	2018-19 ORIGINAL BUDGET	Sept 30, 2018 ACTUAL BUDGET	SEPT 30, 2017 ACTUAL REFORECAST	2018-19 1ST QUARTER REFORECAST
252 - FARMERS MARKET AND KITCHEN 242								
ESTIMATED REVENUES								
Dept 00000								
252-00000-4300	FEDERAL GRANTS		26,268	8,264			0	
252-00000-4400	STATE GRANTS		121,180	78,820		0	0	
252-00000-4663	FLEA MARKET AT FARMERS MARKET		23,642	19,792	23,000	12,337	11,031	23,000
252-00000-4664	FARMERS MARKET INCOME		60,212	93,859	70,000	39,893	46,045	70,000
252-00000-4680	ADVERTISING REVENUE		400	550	1,000		0	1,000
252-00000-4690	KITCHEN 242 RENTAL		14,634	23,501	25,000	10,459	7,742	25,000
252-00000-4693	FARMERS MARKET EVENT RENTAL		1,500	2,330	3,000	315	(400)	3,000
252-00000-4694	FARMERS MARKET EBT FEES		2,662	3,641	3,000	1,968	1,932	3,000
252-00000-4696	RETRO MARKET RENTAL FEES		1,250	2,175	1,250	853	800	1,250
252-00000-4699	FOOD HUB		3,419	38,259	35,000	4,395	5,500	35,000
252-00000-4800	MISC. & SUNDRY		1,278			0		
252-00000-4805	CONTRIBUTIONS		5,849	7,990	20,000		16,120	20,000
252-00000-4814	PROMOTIONAL PRODUCTS		1,807	1,809	2,000	818	785	2,000
252-00000-4840	FRIENDS OF THE MARKET					2,446		
252-00000-4845	FUNDRAISING REVENUE		24,386	62,967	40,000	25,076	19,083	40,000
252-00000-4901	OP. TRANS FROM GENERAL FUND		50,000	20,000	35,000	0	0	35,000
252-00000-4970	INTEREST INCOME		1	64	50	66	57	50
Totals for dept 00000 -			338,488	364,021	258,300	98,626	108,695	258,300
TOTAL ESTIMATED REVENUES			338,488	364,021	258,300	98,626	108,695	258,300
EXPENDITURES								
Dept 70863 - FARMERS & FLEA MARKET								
5100	SALARIES & BENEFITS		22,900	40,905	75,522	12,932	2,307	75,522
5200	SUPPLIES		14,001	4,998	19,650	14,071	129	19,650
5300	CONTRACTUAL SERVICES		131,949	194,578	121,381	46,669	54,189	121,381
5400	OTHER EXPENSES		2,564	2,056	2,000	0	120	2,000
5700	CAPITAL OUTLAYS		124,579	90,053	1,000	1,008	67,026	1,000
Totals for dept 70863 - FARMERS & FLEA MARKET			295,993	332,590	219,553	74,680	123,771	219,553
Dept 70867 - FDA GRANT FARMERS MARKET								
5100	SALARIES & BENEFITS		3,864					
5300	CONTRACTUAL SERVICES		22,405	22,996			22,996	
Totals for dept 70867 - FDA GRANT FARMERS MARKET			26,269	22,996			22,996	
TOTAL EXPENDITURES			322,262	355,586	219,553	74,680	146,767	219,553
NET OF REVENUES/EXPENDITURES - FUND 252			16,226	8,435	38,747	23,946	(38,072)	38,747
BEGINNING FUND BALANCE				16,226	24,661	24,661	16,226	24,661
ENDING FUND BALANCE			16,226	24,661	63,408	69,188	(21,846)	63,408

GL NUMBER AND BUDGET CLASSIFICATION	DESCRIPTION	2015-16 ACTIVITY	2016-17 ACTIVITY	2017-18 ACTIVITY	2018-19 ORIGINAL BUDGET	Sept 30, 2018 ACTUAL BUDGET	SEPT 30, 2017 ACTUAL REFORECAST	2018-19 1ST QUARTER REFORECAST
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Fund 254 - L C WALKER ARENA

ESTIMATED REVENUES

Dept 00000								
254-00000-4619	MISC. SALES AND SERVICES	74,747	48,755	56,574	50,000	265	2,438	50,000
254-00000-4646	PUBLIC SKATING	2,741						
254-00000-4651	REIMBURSEMENT	69,951	59,810	1,033			1,033	
254-00000-4665	ADVERTISING REVENUE		10,470	7,537	7,500			24,000
254-00000-4666	PARKING LOT RENTAL - WESTERN AVENUE	558	9,036	835		220		
254-00000-4667	PARKING LOT RENTAL	16,935	29,798	33,025	22,000	180	205	22,000
254-00000-4677	RENT	53,761	172,641	146,688	215,000	0	1,000	215,000
254-00000-4691	ARENA EVENT REVENUE	133,049	194,149	289,366	230,000	0	0	230,000
254-00000-4692	ARENA MAINTENANCE CHARGE	37,500						
254-00000-4695	SHOP RENTAL	2,400	1,800	623	1,000	0	0	1,000
254-00000-4696	CONCESSION NON ALCHOLIC	237,693	247,612	253,643	250,000	1,684	0	250,000
254-00000-4697	ALCOHOLIC BEVERAGE	136,153	183,682	191,890	200,000	0	0	200,000
254-00000-4698	ICE HOCKEY RENTAL	144,978	161,245	172,233	170,000	908	1,040	170,000
254-00000-4800	MISC. & SUNDRY	1,198	4,332	163	3,000			3,000
254-00000-4801	CASH OVER/SHORT	(431)	183	482				
254-00000-4808	SALE OF PROPERTY AND EQUIPMENT	6,313						
254-00000-4901	OP. TRANS FROM GENERAL FUND	485,000	305,000	450,000	235,000	0	0	235,000
254-00000-4904	OP. TRANS FROM CAPITAL PROJECTS	279,832						
254-00000-4970	INTEREST INCOME	528	738	19			19	
Totals for dept 00000 -		1,682,906	1,429,251	1,604,111	1,383,500	3,257	5,735	1,400,000

TOTAL ESTIMATED REVENUES		1,682,906	1,429,251	1,604,111	1,383,500	3,257	5,735	1,400,000
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EXPENDITURES

Dept 70805 - L C WALKER ARENA								
5100	SALARIES AND BENEFITS	0	0	0	0	5,890	0	80,000
5200	SUPPLIES	172,307	189,640	236,783	190,000	23,556	15,545	190,000
5300	CONTRACTUAL SERVICES	1,069,316	1,192,391	1,330,371	1,200,000	175,919	165,684	1,200,000
5400	OTHER EXPENSES			13				
5700	CAPITAL OUTLAYS	150,957	101,402	117,010	50,000	32,526	159,567	50,000
Totals for dept 70805 - L C WALKER ARENA		1,392,580	1,483,433	1,684,177	1,440,000	237,891	340,796	1,520,000

Dept 90135 - ANNEX REPAIR

5700	CAPITAL OUTLAYS	43,300	53,777					
Totals for dept 90135 - ANNEX REPAIR		43,300	53,777					

Dept 93015

5300	CONTRACTUAL SERVICES		15,750					
Totals for dept 93015 -			15,750					

TOTAL EXPENDITURES		1,435,880	1,552,960	1,684,177	1,440,000	237,891	340,796	1,520,000
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NET OF REVENUES/EXPENDITURES - FUND 254		247,026	(123,709)	(80,066)	(56,500)	(234,634)	(335,061)	(120,000)
BEGINNING FUND BALANCE			247,028	123,319	43,253	43,253	123,320	43,253
ENDING FUND BALANCE		247,026	123,319	43,253	(13,247)	(191,381)	(211,741)	(76,747)

GL NUMBER AND BUDGET CLASSIFICATION	DESCRIPTION	2015-16 ACTIVITY	2016-17 ACTIVITY	2017-18 ACTIVITY	2018-19 ORIGINAL BUDGET	Sept 30, 2018 ACTUAL BUDGET	SEPT 30, 2017 ACTUAL REFORECAST	2018-19 1ST QUARTER REFORECAST
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Fund 264 - CRIMINAL FORFEITURES

ESTIMATED REVENUES

Dept 00000								
264-00000-4804	CRIMINAL FORFEITURES/POLICE		12,745	908	1,000		0	1,000
264-00000-4970	INTEREST INCOME	759	678	535	400	38	151	400
Totals for dept 00000 -		759	13,423	1,443	1,400	38	151	1,400
TOTAL ESTIMATED REVENUES		759	13,423	1,443	1,400	38	151	1,400

EXPENDITURES

Dept 40333 - POLICE DRUG FORFEITURES								
5700	CAPITAL OUTLAYS	20,258	30,383	76,984	50,000	24,038	39,070	50,000
Totals for dept 40333 - POLICE DRUG FORFEITURES		20,258	30,383	76,984	50,000	24,038	39,070	50,000
TOTAL EXPENDITURES		20,258	30,383	76,984	50,000	24,038	39,070	50,000

NET OF REVENUES/EXPENDITURES - FUND 264	(19,499)	(16,960)	(75,541)	(48,600)	(24,000)	(38,919)	(48,600)
BEGINNING FUND BALANCE	157,146	137,647	120,687	45,146	45,146	120,687	45,146
ENDING FUND BALANCE	137,647	120,687	45,146	(3,454)	21,146	74,641	(3,454)

GL NUMBER AND BUDGET CLASSIFICATION	DESCRIPTION	2015-16 ACTIVITY	2016-17 ACTIVITY	2017-18 ACTIVITY	2018-19 ORIGINAL BUDGET	Sept 30, 2018 ACTUAL BUDGET	SEPT 30, 2017 ACTUAL REFORECAST	2018-19 1ST QUARTER REFORECAST
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Fund 285 - TREE REPLACEMENT

ESTIMATED REVENUES

Dept 00000								
285-00000-4400	STATE GRANTS	1,590	1,302					
285-00000-4800	MISC. & SUNDRY							
285-00000-4802	REIMB:SERVICES RENDERED				5,000	0	0	5,000
285-00000-4805	CONTRIBUTIONS		2,500	2,700				
285-00000-4970	INTEREST INCOME	9	5	3		1	2	
Totals for dept 00000 -		1,599	3,807	2,703	5,000	1	2	5,000

TOTAL ESTIMATED REVENUES		1,599	3,807	2,703	5,000	1	2	5,000
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EXPENDITURES

Dept 70771 - FORESTRY

5100	SALARIES & BENEFITS		681	668			0	
5200	SUPPLIES	1,890	2,378	2,032	5,000	133	0	5,000
5300	CONTRACTUAL SERVICES		471	0			0	
Totals for dept 70771 - FORESTRY		1,890	3,530	2,700	5,000	133	0	

TOTAL EXPENDITURES		1,890	3,530	2,700	5,000	133	0	5,000
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NET OF REVENUES/EXPENDITURES - FUND 285		(291)	277	3		(132)	2	-
BEGINNING FUND BALANCE		1,362	1,071	1,348	1,351	1,351	1,348	1,351
ENDING FUND BALANCE		1,071	1,348	1,351	1,350	1,219	1,350	1,351

GL NUMBER AND BUDGET CLASSIFICATION	DESCRIPTION	2015-16 ACTIVITY	2016-17 ACTIVITY	2017-18 ACTIVITY	2018-19 ORIGINAL BUDGET	Sept 30, 2018 ACTUAL BUDGET	SEPT 30, 2017 ACTUAL REFORECAST	2018-19 1ST QUARTER REFORECAST
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Fund 290 - LOCAL DEVELOPMENT FIN AUTH 3

ESTIMATED REVENUES

Dept 00000								
290-00000-4100	PROPERTY TAX	95,372	96,282	96,472	96,472	0	0	96,472
290-00000-4809	REIMBURSEMENT STATE		2,998	2,975	2,950		0	2,950
290-00000-4841	GRANT: COMMUNITY FOUNDATION	75,000	75,000			0	0	
290-00000-4901	OP. TRANS FROM GENERAL FUND	265,000	275,000	350,026	350,000	75,031	68,776	350,000
290-00000-4970	INTEREST INCOME	87	55		100	0	0	100
Totals for dept 00000 -		435,459	449,335	449,473	449,522	75,031	68,776	449,522

TOTAL ESTIMATED REVENUES		435,459	449,335	449,473	449,522	75,031	68,776	449,522
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EXPENDITURES

Dept 30906 - DEBT SERVICE								
5900	OTHER FINANCING USES	252,924	247,166	67,553	456,100	(5,227)	(6,156)	456,100
Totals for dept 30906 - DEBT SERVICE		252,924	247,166	67,553	456,100	(5,227)	(6,156)	456,100

TOTAL EXPENDITURES		252,924	247,166	67,553	456,100	(5,227)	(6,156)	456,100
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NET OF REVENUES/EXPENDITURES - FUND 290		182,535	202,169	381,920	(6,578)	80,258	74,932	(6,578)
BEGINNING FUND BALANCE		(1,470,090)	(1,287,555)	(1,085,386)	(703,466)	(703,466)	(1,085,387)	(703,466)
ENDING FUND BALANCE		(1,287,555)	(1,085,386)	(703,466)	(710,044)	(623,208)	(1,085,222)	(710,044)

GL NUMBER AND BUDGET CLASSIFICATION	DESCRIPTION	2015-16 ACTIVITY	2016-17 ACTIVITY	2017-18 ACTIVITY	2018-19 ORIGINAL BUDGET	Sept 30, 2018 ACTUAL BUDGET	SEPT 30, 2017 ACTUAL REFORECAST	2018-19 1ST QUARTER REFORECAST
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Fund 295 - BROWNFIELD AUTHORITY (BETTEN)

ESTIMATED REVENUES

Dept 00000								
295-00000-4100	PROPERTY TAX	130,985	131,258	134,385	134,385	0	0	134,385
295-00000-4809	REIMBURSEMENT STATE	5,570	6,401	6,361	6,400	0	0	6,400
295-00000-4970	INTEREST INCOME	274	81	101	100	0	14	100
Totals for dept 00000 -		136,829	137,740	140,847	140,885	0	14	140,885
TOTAL ESTIMATED REVENUES		136,829	137,740	140,847	140,885	0	14	140,885

EXPENDITURES

Dept 30906 - DEBT SERVICE								
5300	CONTRACTUAL SERVICES	(7,803)						
5900	OTHER FINANCING USES	42,499	38,728	34,834	30,813		0	30,813
Totals for dept 30906 - DEBT SERVICE		34,696	38,728	34,834	30,813		0	30,813
Dept 70808 - MAREC BUILDING								
5900	OTHER FINANCING USES				0	0	0	
Totals for dept 70808 - MAREC BUILDING					0	0	0	
TOTAL EXPENDITURES		34,696	38,728	34,834	30,813	0	0	30,813

NET OF REVENUES/EXPENDITURES - FUND 295	102,133	99,012	106,013	110,072	0	14	110,072
BEGINNING FUND BALANCE	(1,252,553)	(1,150,420)	(1,051,408)	(945,395)	(945,395)	(1,051,409)	(945,395)
ENDING FUND BALANCE	(1,150,420)	(1,051,408)	(945,395)	(835,323)	(945,395)	(1,051,395)	(835,323)

GL NUMBER AND BUDGET CLASSIFICATION	DESCRIPTION	2015-16 ACTIVITY	2016-17 ACTIVITY	2017-18 ACTIVITY	2018-19 ORIGINAL BUDGET	Sept 30, 2018 ACTUAL BUDGET	SEPT 30, 2017 ACTUAL REFORECAST	2018-19 1ST QUARTER REFORECAST
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Fund 296 - BROWNFIELD AUTHORITY (FORMER MALL SITE)

ESTIMATED REVENUES

Dept 00000								
296-00000-4100	PROPERTY TAX	160,414	164,982	162,184	164,000	0	0	164,000
296-00000-4809	REIMBURSEMENT STATE	35	754	773	750	0	0	750
296-00000-4970	INTEREST INCOME	154	126	108		4	2	
Totals for dept 00000 -		160,603	165,862	163,065	164,750	4	2	164,750

TOTAL ESTIMATED REVENUES		160,603	165,862	163,065	164,750	4	2	164,750
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EXPENDITURES

Dept 30906 - DEBT SERVICE								
5300	CONTRACTUAL SERVICES	(10,255)						
Totals for dept 30906 - DEBT SERVICE		(10,255)						

Dept 30999 - TRANSFERS TO OTHER FUNDS

5900	OTHER FINANCING USES	153,000	182,650	154,800	162,000	0	0	162,000
Totals for dept 30999 - TRANSFERS TO OTHER FUNDS		153,000	182,650	154,800	162,000	0	0	162,000

TOTAL EXPENDITURES		142,745	182,650	154,800	162,000	0	0	162,000
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NET OF REVENUES/EXPENDITURES - FUND 296		17,858	(16,788)	11,062	2,750	4	2	2,750
BEGINNING FUND BALANCE		110	17,967	1,179	12,241	12,241	1,180	12,241
ENDING FUND BALANCE		17,968	1,179	12,241	14,991	12,245	1,182	14,991

GL NUMBER AND BUDGET CLASSIFICATION	DESCRIPTION	2015-16 ACTIVITY	2016-17 ACTIVITY	2017-18 ACTIVITY	2018-19 ORIGINAL BUDGET	Sept 30, 2018 ACTUAL BUDGET	SEPT 30, 2017 ACTUAL REFORECAST	2018-19 1ST QUARTER REFORECAST
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Fund 298 - BROWNFIELD AUTHORITY TERRACE POINT

ESTIMATED REVENUES

Dept 00000								
298-00000-4100	PROPERTY TAX		27,815	150,863	200,000		0	238,500
298-00000-4970	INTEREST INCOME			134		127	2	
Totals for dept 00000 -			27,815	150,997	200,000	127	2	238,500

TOTAL ESTIMATED REVENUES			27,815	150,997	200,000	127	2	238,500
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EXPENDITURES

Dept 70809 - TERRACE POINT LANDING								
5300	CONTRACTUAL SERVICES		26,148	141,614	200,000	0	0	200,000
Totals for dept 70809 - TERRACE POINT LANDING			26,148	141,614	200,000	0	0	200,000

TOTAL EXPENDITURES			26,148	141,614	32,000	0	0	200,000
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NET OF REVENUES/EXPENDITURES - FUND 298			1,667	9,383		127	2	38,500
BEGINNING FUND BALANCE				1,667	11,050	11,050	1,667	11,050
ENDING FUND BALANCE			1,667	11,050	11,050	1,667	1,669	49,550

GL NUMBER AND BUDGET CLASSIFICATION	DESCRIPTION	2015-16 ACTIVITY	2016-17 ACTIVITY	2017-18 ACTIVITY	2018-19 ORIGINAL BUDGET	Sept 30, 2018 ACTUAL BUDGET	SEPT 30, 2017 ACTUAL REFORECAST	2018-19 1ST QUARTER REFORECAST
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Fund 257 - BUDGET STABILIZATION

ESTIMATED REVENUES

Dept 00000								
257-00000-4901	OP TRANSFER TO GENERAL FUND		0	0				
257-00000-4902	OP TRANSFER TO SPECIAL REVENUE	0	0	0				
Totals for dept 00000 -		0	0	0				

TOTAL ESTIMATED REVENUES		0	0	0	0	0	0	-
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EXPENDITURES

Dept 70001-BUDGET STABILIZATION								
5900	OTHER FINANCING	0	0	0				
Totals for dept 40333 - POLICE DRUG FORFEITURES		0	0	0				

TOTAL EXPENDITURES		0	0	0				-
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NET OF REVENUES/EXPENDITURES - FUND 257		0	0	0			0	0
BEGINNING FUND BALANCE		1,700,000	1,700,000	1,700,000	1,700,000	1,700,000	1,700,000	1,700,000
ENDING FUND BALANCE		1,700,000	1,700,000	1,700,000	1,700,000	1,700,000	1,700,000	1,700,000

BUDGET REPORT FOR CITY OF MUSKEGON
FINANCING AUTHORITIES 2018-19 BUDGET 1ST QUARTER REFORECAST

GL NUMBER AND BUDGET CLASSIFICATION	DESCRIPTION	2015-16 ACTIVITY	2016-17 ACTIVITY	2017-18 ACTIVITY	2018-19 ORIGINAL BUDGET	SEPT 30, 2018 ACTUAL BUDGET	SEPT 30, 2017 ACTUAL REFORECAST	2018-19 1ST QUARTER REFORECAST
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394 - DOWNTOWN DEVELOPMENT AUTHORITY

ESTIMATED REVENUES								
Dept 00000								
394-00000-4100	PROPERTY TAX	227,201	99,531	(121,149)	800,000	0	0	1,167,778
394-00000-4809	REIMBURSEMENT STATE		47,549	47,192	47,000	0	0	47,000
394-00000-4901	OP. TRANS FROM GENERAL FUND	175,000	175,000	315,000	0	0	42,651	-
394-00000-4970	INTEREST INCOME	522	823	722	800	7	0	800
Totals for dept 00000 -		402,723	322,903	241,765	847,800	7	42,651	1,215,578
TOTAL ESTIMATED REVENUES		402,723	322,903	241,765	317,400	7	42,651	1,215,578

EXPENDITURES								
Dept 30906 - DEBT SERVICE								
5300	CONTRACTUAL SERVICES				0	0	0	
5900	OTHER FINANCING USES	29,607	17,751	7,873	750,000	2,500	(1,332)	1,000,000.00
Totals for dept 30906 - DEBT SERVICE		29,607	17,751	7,873	750,000	2,500	(1,332)	1,000,000.00
TOTAL EXPENDITURES		29,607	17,751	7,873	335,750	335,750	(1,332)	1,000,000.00

NET OF REVENUES/EXPENDITURES - FUND 394		373,116	305,152	233,892	(18,350)	(18,350)	43,983	215,578
BEGINNING FUND BALANCE		(1,906,678)	(1,533,561)	(1,228,409)	(994,517)	(994,517)	(1,228,409)	(994,517)
ENDING FUND BALANCE		(1,533,562)	(1,228,409)	(994,517)	(1,246,759)	(1,246,759)	(1,184,426)	(778,939)

GL NUMBER AND BUDGET CLASSIFICATION	DESCRIPTION	2015-16 ACTIVITY	2016-17 ACTIVITY	2017-18 ACTIVITY	2018-19 ORIGINAL BUDGET	SEPT 30, 2018 ACTUAL BUDGET	SEPT 30, 2017 ACTUAL REFORECAST	2018-19 1ST QUARTER REFORECAST
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305 - TAX INCREMENT FINANCE AUTHORITY

ESTIMATED REVENUES

Dept 00000

305-00000-4100	PROPERTY TAX	34,398	33,774	36,926	36,926	0	0	36,926
305-00000-4809	REIMBURSEMENT STATE		5,599	5,541	5,600	0	0	5,600
305-00000-4970	INTEREST INCOME	5		19		5	3	
Totals for dept 00000 -		34,403	39,373	42,486	42,526	5	3	42,526

TOTAL ESTIMATED REVENUES		34,403	39,373	42,486	42,526	5	3	42,526
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EXPENDITURES

Dept 30906 - DEBT SERVICE

5900	OTHER FINANCING USES	36,000	34,000	40,000	40,000	10,000	10,000	40,000
Totals for dept 30906 - DEBT SERVICE		36,000	34,000	40,000	40,000	10,000	10,000	40,000

TOTAL EXPENDITURES		36,000	34,000	40,000	40,000	10,000	10,000	40,000
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NET OF REVENUES/EXPENDITURES - FUND 305		(1,597)	5,373	2,486	2,526	(9,995)	(9,997)	2,526
BEGINNING FUND BALANCE		2,051	454	5,827	8,313	8,313	5,827	8,313
ENDING FUND BALANCE		454	5,827	8,313	5,127	(1,682)	(4,170)	10,839

BUDGET REPORT FOR CITY OF MUSKEGON

CAPITAL FUNDS 3RD QUARTER REFORECAST AND 2018-19 BUDGET

GL NUMBER AND DGET CLASSIFICATI	DESCRIPTION	2015-16 ACTIVITY	2016-17 ACTIVITY	2017-18 ACTIVITY	2018-19 ORIGINAL BUDGET	SEPT 30, 2018 ACTUAL BUDGET	SEPT 30, 2017 ACTUAL BUDGET	2018-19 1ST QUARTER REFORECAST
FUND 404 - PUBLIC IMPROVEMENT FUND								
ESTIMATED REVENUES								
Dept 00000								
404-00000-4300	FEDERAL GRANTS				220,700	0	0	220,700
404-00000-4651	REIMBURSEMENT	510,737	378,535	362,225	450,000	0	0	450,000
404-00000-4656	SALES PROCEEDS	21,780	6,415	2,244	220,000	0	0	220,000
404-00000-4677	RENT		27,688	35,875		200	2,025	
404-00000-4800	MISC. & SUNDRY		735					
404-00000-4805	CONTRIBUTIONS		22,489	5,000				
404-00000-4808	SALE OF LAND	65,971	786,990	706,293	100,000	449,377	161,508	500,000
404-00000-4845	FUNDRAISING REVENUE			0				
404-00000-4901	OP. TRANS FROM GENERAL FUND	750,000	1,000,000					
404-00000-4903	OP. TRANS FROM DEBT SERVICE FUNDS				700,000			1,000,000
404-00000-4970	INTEREST INCOME	4,146	6,123	8,817	7,500	762	2,646	7,500
404-00000-4971	GAIN ON INVESTMENT	979						
Totals for dept 00000 -		1,353,613	2,228,975	1,120,454	1,698,200	450,339	166,179	2,398,200
TOTAL ESTIMATED REVENUES		1,353,613	2,228,975	1,120,454	1,698,200	450,339	166,179	2,398,200
EXPENDITURES								
Dept 00000								
5300	CONTRACTUAL SERVICES			122				
Totals for dept 00000 -				122			0	-
Dept 30936 - PUBLIC IMPROVEMENT ADMINISTRATION								
5300	CONTRACTUAL SERVICES							
5700	CAPITAL OUTLAYS			38,000	0	0	38,000	
Totals for dept 30936 - PUBLIC IMPROVEMENT ADMINISTRATION				38,000	0	0	38,000	
Dept 70856 - WESTERN AVENUE CHALETs								
5200	SUPPLIES		667	386		0	0	
5300	CONTRACTUAL SERVICES		4,687	29,504		7,894	4,072	
Totals for dept 70856 - WESTERN AVENUE CHALETs			5,354	29,890		7,894	4,072	
Dept 80699 - ECONOMIC DEVELOPMENT								
5300	CONTRACTUAL SERVICES			15,255				
Totals for dept 80699 - ECONOMIC DEVELOPMENT				15,255			0	-
Dept 91005								
5300	CONTRACTUAL SERVICES	1,986						
Totals for dept 91005 -		1,986						-
Dept 91501 - NEIGHBORHOOD HOUSING PROJECT								
5300	CONTRACTUAL SERVICES	107,187	33,377	19,761		2,136	4,609	
5700	CAPITAL OUTLAYS	1,590,009		769				
Totals for dept 91501 - NEIGHBORHOOD HOUSING PROJECT		1,697,196	33,377	20,530		2,136	4,609	
Dept 91504 - CLAY AVE, JEFFERSON TO 1ST								
5300	CONTRACTUAL SERVICES	5,513	5,120	6,639		52	2,548	
5700	CAPITAL OUTLAYS	408,375						
Totals for dept 91504 - CLAY AVE, JEFFERSON TO 1ST		413,888	5,120	6,639		52	2,548	
Dept 91602 - ARENA ANNEX CAPITAL IMPROVEMENT								
5700	CAPITAL OUTLAYS		150,220					
Totals for dept 91602 - ARENA ANNEX CAPITAL IMPROVEMENT			150,220					
Dept 91608 - IMPROVEMENT PROJECTS DONE BY DPW								
5100	SALARIES & BENEFITS		27,956	5,838		188	734	
5200	SUPPLIES		2,620	756				
5300	CONTRACTUAL SERVICES		74,935	4,966			1,403	
Totals for dept 91608 - IMPROVEMENT PROJECTS DONE BY DPW			105,511	11,560		188	2,137	
Dept 91612 - POP UP SHOPS								
5300	CONTRACTUAL SERVICES		40	11,908				
5700	CAPITAL OUTLAYS		79,833	40,876		1,161	1,405	
Totals for dept 91612 - POP UP SHOPS			79,873	52,784		1,161	1,405	

BUDGET REPORT FOR CITY OF MUSKEGON

CAPITAL FUNDS 3RD QUARTER REFORECAST AND 2018-19 BUDGET

GL NUMBER AND DGET CLASSIFICATI	DESCRIPTION	2015-16 ACTIVITY	2016-17 ACTIVITY	2017-18 ACTIVITY	2018-19 ORIGINAL BUDGET	SEPT 30, 2018 ACTUAL BUDGET	SEPT 30, 2017 ACTUAL BUDGET	2018-19 1ST QUARTER REFORECAST
Dept 91616 - WESTERN AVE DAY OF CARING								
5200	SUPPLIES		14,817					
Totals for dept 91616 - WESTERN AVE DAY OF CARING			14,817					
Dept 91701 - PARKING LOT@JEFFERSON/WESTERN								
5300	CONTRACTUAL SERVICES			257,102	0	30,580	0	
Totals for dept 91701 - PARKING LOT@JEFFERSON/WESTERN				257,102	0	30,580	0	
Dept 91712 - IMPROVEMENTS AT LC WALKER INCLUDING RAD								
5300	CONTRACTUAL SERVICES			328,487	50,000	168,731	62,111	50,000
Totals for dept 91712 - IMPROVEMENTS AT LC WALKER INCLUDING RAD				328,487	50,000	168,731	62,111	50,000
Dept 91713 - LC WALKER POS SYSTEM								
5700	CAPITAL OUTLAYS			91,000			15,364	
Totals for dept 91713 - LC WALKER POS SYSTEM				91,000			15,364	
Dept 91720 - TASTE OF MUSKEGON								
5200	SUPPLIES			12,430		43		
5300	CONTRACTUAL SERVICES			75,759		5,602		
Totals for dept 91720 - TASTE OF MUSKEGON				88,795		5,645		
Dept 91726 - CITY HALL UPGRADES								
5700	CAPITAL OUTLAYS			37,068	100,000	40,673		100,000
Totals for dept 91726 - CITY HALL UPGRADES				37,068	100,000	40,673		100,000
Dept 91801 - CONVENTION CENTER								
5300	CONTRACTUAL SERVICES			64,293		17,867		
Totals for dept 91801 - CONVENTION CENTER				64,293		17,867	0	
Dept 91802 - REHAB 1078 SECOND STREET								
5200	SUPPLIES			2,333				
5300	CONTRACTUAL SERVICES			113,574	33,000	45,621		
Totals for dept 91802 - REHAB 1078 SECOND STREET				115,907	33,000	45,621	0	33,000
Dept 91804 - MIDTOWN SQUARE PHASE II								
5300	CONTRACTUAL SERVICES			4,525				
Totals for dept 91804 - MIDTOWN SQUARE PHASE II				4,525				
Dept 91808 - LC WALKER GENERAL WORK (HEATING/COOLING/								
5300	CONTRACTUAL SERVICES			157,360		134,871	0	
Totals for dept 91808 - LC WALKER GENERAL WORK (HEATING/COOLING/				157,360		134,871	0	
Dept 91810 - REHAB 1531 BEIDLER								
5200	SUPPLIES			6,997	73,000	124	0	73,000
Totals for dept 91810 - REHAB 1531 BEIDLER				6,997	73,000	124	0	73,000
Dept 91811 - 1639 FIFTH STREET								
5200	SUPPLIES						0	
Totals for dept 91811 - 1639 FIFTH STREET							0	
Dept 91812 - REHAB 1639 FIFTH STREET								
5200	SUPPLIES			9,736	0	16,263		
5300	CONTRACTUAL SERVICES				83,000	1,711		
Totals for dept 91812 - REHAB 1639 FIFTH STREET				9,736	83,000	17,974	0	83,000
Dept 91813 - REHAB 1290 WOOD								
5200	SUPPLIES			8,263		3,341		
Totals for dept 91813 - REHAB 1290 WOOD				8,263		3,341		
Dept 91815 - REHAB 248 MASON								
5200	SUPPLIES			10,975	59,500			59,500
Totals for dept 91815 - REHAB 248 MASON				10,975	59,500			59,500
Dept 91820 - PM PARK RECRESTIONAL IMPROVEMENTS								
5300	CONTRACTUAL SERVICES			3,059	385,000	8,028		385,000
Totals for dept 91820 - PM PARK RECREATIONAL IMPROVEMENTS				3,059	385,000	8,028		385,000

BUDGET REPORT FOR CITY OF MUSKEGON

CAPITAL FUNDS 3RD QUARTER REFORECAST AND 2018-19 BUDGET

GL NUMBER AND DGET CLASSIFICATION	DESCRIPTION	2015-16 ACTIVITY	2016-17 ACTIVITY	2017-18 ACTIVITY	2018-19 ORIGINAL BUDGET	SEPT 30, 2018 ACTUAL BUDGET	SEPT 30, 2017 ACTUAL BUDGET	2018-19 1ST QUARTER REFORECAST
Dept 91823 - REHAB 1188 4TH								
5300	CONTRACTUAL SERVICES					7,823		
5700	CAPITAL OUTLAYS			20,000		69,764		
Totals for dept 91823 - REHAB 1188 4TH				20,000		77,587	0	-
Dept 91824 - 880 1ST STREET								
5300	CONTRACTUAL SERVICES			310,098		34,516		
Totals for dept 91824 - 880 1ST STREET				310,098		34,516		-
Dept 91832 - COMMERCIAL DEMO								
5300	CONTRACTUAL SERVICES			105,000	50,000	101,000		50,000
Totals for dept 91832 - COMMERCIAL DEMO				105,000	50,000	101,000		50,000
Dept 91839 - LC WALKER IMPROVEMENTS (DDA)								
5300	CONTRACTUAL SERVICES			0	950,000	343,186		1,000,000
Totals for dept 91839 - LC WALKER IMPROVEMENTS (DDA)				0	950,000	343,186		1,000,000
Dept 96051 - FIRE EQUIPMENT								
5700	CAPITAL OUTLAYS	(6,362)			575,000			575,000
Totals for dept 96051 - FIRE EQUIPMENT		(6,362)			575,000			575,000
Dept 96053 -								
5400	OTHER EXPENSES			23,256				
Totals for dept 96053 -				23,256				
Dept 96054 - PROPERTY ACQUISITION								
5100	SALARIES & BENEFITS	2,176	798	1,640				
5300	CONTRACTUAL SERVICES	2,295	1,182	1,880				
5700	CAPITAL OUTLAYS	14,413	32,245	382,926		188	9,154	
Totals for dept 96054 - PROPERTY ACQUISITION		18,884	34,225	386,446		188	9,154	
TOTAL EXPENDITURES		2,125,592	428,497	2,203,147	2,358,500	1,041,363	139,400	2,408,500
NET OF REVENUES/EXPENDITURES - FUND 404		(771,979)	1,800,478	(1,082,693)	(660,300)	(591,024)	26,779	(10,300)
BEGINNING FUND BALANCE		1,066,378	294,399	2,094,877	1,012,184	1,012,184	2,094,874	1,012,184
ENDING FUND BALANCE		294,399	2,094,877	1,012,184	351,884	421,160	2,121,653	1,001,884

BUDGET REPORT FOR CITY OF MUSKEGON
CAPITAL FUNDS 3RD QUARTER REFORECAST AND 2018-19 BUDGET

GL NUMBER AND DGET CLASSIFICATI	DESCRIPTION	2015-16 ACTIVITY	2016-17 ACTIVITY	2017-18 ACTIVITY	2018-19 ORIGINAL BUDGET	SEPT 30, 2018 ACTUAL BUDGET	SEPT 30, 2017 ACTUAL BUDGET	2018-19 1ST QUARTER REFORECAST
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Fund 482 - STATE GRANTS

ESTIMATED REVENUES

Dept 00000								
482-00000-4300	FEDERAL GRANTS	32,733	260,076	140,354	28,000			28,000
482-00000-4400	STATE GRANTS	164,790	3,225	1,066,536	1,000,000	0	677,550	-
482-00000-4805	CONTRIBUTIONS					0	0	
482-00000-4970	INTEREST INCOME	1,228	1,055		1,200	0	0	1,200
Totals for dept 00000 -		198,751	264,356	1,206,890	1,029,200	0	677,550	29,200

TOTAL ESTIMATED REVENUES		198,751	264,356	1,206,890	1,029,200	0	677,550	29,200
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EXPENDITURES

Dept 90000								
5300	CONTRACTUAL SERVICES				1,000,000	0	0	-
Totals for dept 90000 -					1,000,000	0	0	-

Dept 91310 - BLIGHT ELIMINATION GRANT								
5300	CONTRACTUAL SERVICES				0	0	0	
Totals for dept 91310 - BLIGHT ELIMINATION GRANT					0	0	0	

Dept 91506 - MSHDA DEMO GRANT								
5300	CONTRACTUAL SERVICES	162,127					0	
Totals for dept 91506 - MSHDA DEMO GRANT		162,127					0	

Dept 91507 - EPA GRANT								
5300	CONTRACTUAL SERVICES	30,116	152,243	140,354	28,000	16,046	28,703	28,000
Totals for dept 91507 - EPA GRANT		30,116	152,243	140,354	28,000	16,046	28,703	28,000

Dept 91514 - PLACEMAKING GRANT								
5200	SUPPLIES	2,663	3,225	1,095			1,095	
Totals for dept 91514 - PLACEMAKING GRANT		2,663	3,225	1,095			1,095	

Dept 91603 - GREEN INFRASTRUCTURE GRANT								
5300	CONTRACTUAL SERVICES	2,617	107,832				28,137	
Totals for dept 91603 - GREEN INFRASTRUCTURE GRANT		2,617	107,832				28,137	

Dept 91714 - DEMO SMOKE STACKS WINDWARD PT								
5300	CONTRACTUAL SERVICES			1,000,000			0	
Totals for dept 91714 - DEMO SMOKE STACKS WINDWARD PT				1,000,000			0	

Dept 98140 - ENVIRONMENTAL REMEDIATION BETTEN								
5900	OTHER FINANCING USES	20,093	20,093	20,093				
Totals for dept 98140 - ENVIRONMENTAL REMEDIATION BETTEN		20,093	20,093	20,093				

TOTAL EXPENDITURES		217,616	283,393	1,161,542	1,028,000	16,046	56,840	28,000
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NET OF REVENUES/EXPENDITURES - FUND 482		(18,865)	(19,037)	45,348	1,200	(16,046)	620,710	1,200
BEGINNING FUND BALANCE		89,358	70,493	51,456	96,804	96,804	51,455	96,804
ENDING FUND BALANCE		70,493	51,456	96,804	98,004	80,758	672,165	98,004

BUDGET REPORT FOR CITY OF MUSKEGON
ENTERPRISE FUNDS 3RD QUARTER REFORECAST AND 2018-19 BUDGET

GL NUMBER AND BUDGET CLASSIFICATION	DESCRIPTION	2015-16 ACTIVITY	2016-17 ACTIVITY	2017-18 ORIGINAL BUDGET	2017-18 AMENDED BUDGET	2017-18 3RD QUARTER REFORECAST	2018-19 RECOMMENDED BUDGET
590 - SEWAGE DISPOSAL SYSTEM							
ESTIMATED REVENUES							
Dept 00000							
590-00000-4400	STATE GRANTS	765,363	784,969				
590-00000-4605	METERED SALES	6,129,352	7,429,230	8,456,250	8,456,250	8,456,250	8,709,938
590-00000-4619	MISC. SALES AND SERVICES	36,805	32,400	140,000	140,000	220,000	220,000
590-00000-4704	PENALTIES/INTEREST/FINES	118,866	141,234				
590-00000-4800	MISC. & SUNDRY		434				
590-00000-4802	REIMB:SERVICES RENDERED	26,617	22,944				
590-00000-4818	RECOVERY OF BAD DEBT	2,883					
590-00000-4970	INTEREST INCOME	10,413	6,347	4,000	4,000	6,000	6,000
Totals for dept 00000 -		7,090,299	8,417,558	8,600,250	8,600,250	8,682,250	8,935,938
TOTAL ESTIMATED REVENUES		7,090,299	8,417,558	8,600,250	8,600,250	8,682,250	8,935,938
EXPENDITURES							
Dept 30548 - BOND INTEREST, INSURANCE & OTHER							
5300	CONTRACTUAL SERVICES	438,535	438,933	437,298	437,298	437,298	422,421
5400	OTHER EXPENSES	8,969	6,034	12,000	12,000	12,000	7,500
5900	OTHER FINANCING USES	455,546	457,440				
Totals for dept 30548 - BOND INTEREST, INSURANCE & OTHER		903,050	902,407	449,298	449,298	449,298	429,921
Dept 60550 - STORM WATER MANAGEMENT							
5300	CONTRACTUAL SERVICES	1,764					
Totals for dept 60550 - STORM WATER MANAGEMENT		1,764					
Dept 60557 - MUSKEGON CO. WASTEWATER TREATMENT							
5300	CONTRACTUAL SERVICES	5,749,839	5,836,328	6,000,000	6,000,000	6,000,000	6,200,000
Totals for dept 60557 - MUSKEGON CO. WASTEWATER TREATMENT		5,749,839	5,836,328	6,000,000	6,000,000	6,000,000	6,200,000
Dept 60559 - WATER & SEWER MAINTENANCE							
5100	SALARIES & BENEFITS	633,512	716,858	914,147	914,147	731,195	804,315
UNK_EXP		65,511	47,063				
5200	SUPPLIES	88,129	108,900	76,190	76,190	76,190	92,490
5300	CONTRACTUAL SERVICES	391,886	503,335	492,088	492,088	510,535	525,059
5400	OTHER EXPENSES	17,960	20,201	23,000	23,000	23,000	23,000
5700	CAPITAL OUTLAYS	4,571	1,719	18,100	18,100	18,100	18,115
Totals for dept 60559 - WATER & SEWER MAINTENANCE		1,201,569	1,398,076	1,523,525	1,523,525	1,359,020	1,462,979
Dept 60966 - MUSKEGON/WEBSTER 9TH TO SPRING							
5300	CONTRACTUAL SERVICES	12,754					
Totals for dept 60966 - MUSKEGON/WEBSTER 9TH TO SPRING		12,754					
Dept 90000							
5300	CONTRACTUAL SERVICES			25,000	25,000	25,000	349,000
Totals for dept 90000 -				25,000	25,000	25,000	349,000
Dept 91137 - BEIDLER, HACKLEY TO 700' SOUTH							
5300	CONTRACTUAL SERVICES	78,668					
Totals for dept 91137 - BEIDLER, HACKLEY TO 700' SOUTH		78,668					
Dept 91318 - GETTY ST, EVANSTON TO APPLE							
5300	CONTRACTUAL SERVICES	4,250					
Totals for dept 91318 - GETTY ST, EVANSTON TO APPLE		4,250					
Dept 91325 - STORM & WASTE WATER ASSET MGMT - SAW GRA							
5300	CONTRACTUAL SERVICES	751,955	752,172	150,000	225,000	81,095	
Totals for dept 91325 - STORM & WASTE WATER ASSET MGMT - SAW GRA		751,955	752,172	150,000	225,000	81,095	
Dept 91413 - LAKETON AVE - NEVADA TO LAKESHORE DR							
5300	CONTRACTUAL SERVICES		41,716				
Totals for dept 91413 - LAKETON AVE - NEVADA TO LAKESHORE DR			41,716				
Dept 91502 - MONROE STREET BETWEEN 4TH AND 5TH							
5300	CONTRACTUAL SERVICES	4,448					
Totals for dept 91502 - MONROE STREET BETWEEN 4TH AND 5TH		4,448					
Dept 91509 - LAKETON AVE, GETTY ST TO CRESTON							
5300	CONTRACTUAL SERVICES						
Totals for dept 91509 - LAKETON AVE, GETTY ST TO CRESTON							
Dept 91609 - HARTFORD, PINE & DIANA WATER MAIN UPGRAD							
5300	CONTRACTUAL SERVICES			80,000	127,000	62,775	
Totals for dept 91609 - HARTFORD, PINE & DIANA WATER MAIN UPGRAD				80,000	127,000	62,775	
Dept 91806 - BEIDLER & MADISON S2 PROJECTS							
5300	CONTRACTUAL SERVICES					38,000	416,000

BUDGET REPORT FOR CITY OF MUSKEGON
ENTERPRISE FUNDS 3RD QUARTER REFORECAST AND 2018-19 BUDGET

GL NUMBER AND BUDGET CLASSIFICATION	DESCRIPTION	2015-16 ACTIVITY	2016-17 ACTIVITY	2017-18 ORIGINAL BUDGET	2017-18 AMENDED BUDGET	2017-18 3RD QUARTER REFORECAST	2018-19 RECOMMENDED BUDGET
Totals for dept 91806 - BEIDLER & MADISON S2 PROJECTS						38,000	416,000
Dept 99012 - GIS TRAINING							
5300	CONTRACTUAL SERVICES	7,940					
Totals for dept 99012 - GIS TRAINING		7,940					
Dept 99999 - FIXED ASSETS CAPITALIZATION							
5100	SALARIES & BENEFITS	768,760	752,172				
5700	CAPITAL OUTLAYS	(860,015)	(793,888)				
Totals for dept 99999 - FIXED ASSETS CAPITALIZATION		(91,255)	(41,716)				
TOTAL EXPENDITURES		8,624,982	8,888,983	8,227,823	8,349,823	8,015,188	8,857,900
NET OF REVENUES/EXPENDITURES - FUND 590		(1,534,683)	(471,425)	372,427	250,427	667,062	78,038
BEGINNING NET POSITION		14,677,971	13,143,289	12,671,864	12,671,864	12,671,864	13,338,926
ENDING NET POSITION		13,143,288	12,671,864	13,044,291	13,044,291	13,338,926	13,416,964

BUDGET REPORT FOR CITY OF MUSKEGON
ENTERPRISE FUNDS 3RD QUARTER REFORECAST AND 2018-19 BUDGET

GL NUMBER AND BUDGET CLASSIFICATION	DESCRIPTION	2015-16 ACTIVITY	2016-17 ACTIVITY	2017-18 ORIGINAL BUDGET	2017-18 AMENDED BUDGET	2017-18 3RD QUARTER REFORECAST	2018-19 RECOMMENDED BUDGET
Fund 591 - WATER SUPPLY SYSTEM							
ESTIMATED REVENUES							
Dept 00000							
591-00000-4400	STATE GRANTS		2,436				
591-00000-4605	METERED SALES	3,271,984	3,249,920	3,300,000	3,300,000	3,500,000	3,640,000
591-00000-4616	WHOLESALE WATER	3,590,703	3,571,827	3,500,000	3,500,000	4,200,000	4,368,000
591-00000-4619	MISC. SALES AND SERVICES	57,665	108,230	170,000	170,000	170,000	170,000
591-00000-4652	TOWNSHIP MAINTENANCE CONTRACT	119,509	133,506	100,000	100,000	130,000	100,000
591-00000-4661	LEASE/RENTAL	190,370	174,395	173,000	173,000	180,000	180,000
591-00000-4704	PENALTIES/INTEREST/FINES	62,015	62,386			64,000	64,000
591-00000-4800	MISC. & SUNDRY	14,743	10,361			12,500	10,000
591-00000-4802	REIMB:SERVICES RENDERED	181,715	123,387			200,000	130,000
591-00000-4818	RECOVERY OF BAD DEBT	2,289					
591-00000-4970	INTEREST INCOME	13,363	16,896	11,000	11,000	15,000	15,000
Totals for dept 00000 -		7,504,356	7,453,344	7,254,000	7,254,000	8,471,500	8,677,000
TOTAL ESTIMATED REVENUES		7,504,356	7,453,344	7,254,000	7,254,000	8,471,500	8,677,000
EXPENDITURES							
Dept 30548 - BOND INTEREST, INSURANCE & OTHER							
5300	CONTRACTUAL SERVICES	897,399	934,418	932,085	932,085	932,085	911,884
5400	OTHER EXPENSES	5,981	3,698	17,000	17,000	17,000	10,000
5900	OTHER FINANCING USES	2,245,923	2,194,835	1,856,212	1,856,212	1,856,212	1,653,259
Totals for dept 30548 - BOND INTEREST, INSURANCE & OTHER		3,149,303	3,132,951	2,805,297	2,805,297	2,805,297	2,575,143
Dept 60558 - WATER SUPPLY & FILTRATION							
5100	SALARIES & BENEFITS	671,344	779,158	997,054	997,054	836,633	920,296
UNK_EXP		109,183	78,441				
5200	SUPPLIES	291,263	313,874	340,915	340,915	340,915	367,900
5300	CONTRACTUAL SERVICES	648,968	816,381	909,498	909,498	909,498	1,001,383
5400	OTHER EXPENSES	4,907	2,792	6,500	6,500	6,500	6,500
5700	CAPITAL OUTLAYS	44,454	37,844	184,600	184,600	184,600	170,500
Totals for dept 60558 - WATER SUPPLY & FILTRATION		1,770,119	2,028,490	2,438,567	2,438,567	2,278,146	2,466,579
Dept 60559 - WATER & SEWER MAINTENANCE							
5100	SALARIES & BENEFITS	936,951	1,067,602	1,118,584	1,118,584	1,118,584	1,230,442
UNK_EXP		109,183	78,441				
5200	SUPPLIES	221,000	221,056	232,000	232,000	251,612	253,150
5300	CONTRACTUAL SERVICES	327,115	379,311	427,909	427,909	470,000	473,257
5400	OTHER EXPENSES	129,850	143,519	140,000	140,000	136,500	140,000
5700	CAPITAL OUTLAYS	7,000	13,187	15,500	15,500	25,200	16,000
Totals for dept 60559 - WATER & SEWER MAINTENANCE		1,731,099	1,903,116	1,933,993	1,933,993	2,001,896	2,112,849
Dept 60660 - WATER & SEWER MAINTENANCE-TWP							
5100	SALARIES & BENEFITS	35,087	44,390				48,000
5200	SUPPLIES	3,084	3,074				
5300	CONTRACTUAL SERVICES	48,270	40,664				43,000
5400	OTHER EXPENSES		1,560				
Totals for dept 60660 - WATER & SEWER MAINTENANCE-TWP		86,441	89,688				91,000
Dept 60966 - MUSKEGON/WEBSTER 9TH TO SPRING							
5300	CONTRACTUAL SERVICES	588,061					
Totals for dept 60966 - MUSKEGON/WEBSTER 9TH TO SPRING		588,061					
Dept 90000							
5300	CONTRACTUAL SERVICES			927,000	927,000	624,119	
Totals for dept 90000 -				927,000	927,000	624,119	3,762,000
Dept 91132 - LAKETON, WOOD TO GETTY							
5300	CONTRACTUAL SERVICES	731					
Totals for dept 91132 - LAKETON, WOOD TO GETTY		731					
Dept 91311 - HIGH SERVICE PUMPS-VALUE REPLACEMENT							
5300	CONTRACTUAL SERVICES	4,562					
Totals for dept 91311 - HIGH SERVICE PUMPS-VALUE REPLACEMENT		4,562					
Dept 91318 - GETTY ST, EVANSTON TO APPLE							
5300	CONTRACTUAL SERVICES	49,761					
Totals for dept 91318 - GETTY ST, EVANSTON TO APPLE		49,761					
Dept 91407 - NIMS STREET TANK, INSIDE PAINTING							
5300	CONTRACTUAL SERVICES	6,316					
Totals for dept 91407 - NIMS STREET TANK, INSIDE PAINTING		6,316					
Dept 91413 - LAKETON AVE - NEVADA TO LAKESHORE DR							
5300	CONTRACTUAL SERVICES	7,113	98,280				
Totals for dept 91413 - LAKETON AVE - NEVADA TO LAKESHORE DR		7,113	98,280				

BUDGET REPORT FOR CITY OF MUSKEGON
ENTERPRISE FUNDS 3RD QUARTER REFORECAST AND 2018-19 BUDGET

GL NUMBER AND BUDGET CLASSIFICATION	DESCRIPTION	2015-16 ACTIVITY	2016-17 ACTIVITY	2017-18 ORIGINAL BUDGET	2017-18 AMENDED BUDGET	2017-18 3RD QUARTER REFORECAST	2018-19 RECOMMENDED BUDGET
Dept 91502 - MONROE STREET BETWEEN 4TH AND 5TH							
5300	CONTRACTUAL SERVICES	135,097	21,202				
Totals for dept 91502 - MONROE STREET BETWEEN 4TH AND 5TH		135,097	21,202				
Dept 91509 - LAKETON AVE, GETTY ST TO CRESTON							
5300	CONTRACTUAL SERVICES		7,597	60,000	60,000	185,000	
Totals for dept 91509 - LAKETON AVE, GETTY ST TO CRESTON			7,597	60,000	60,000	185,000	
Dept 91604 - DISTRIBUTION RELIABILITY STUDY							
5300	CONTRACTUAL SERVICES	1,976	29,599				
Totals for dept 91604 - DISTRIBUTION RELIABILITY STUDY		1,976	29,599				
Dept 91609 - HARTFORD, PINE & DIANA WATER MAIN UPGRAD							
5300	CONTRACTUAL SERVICES		32,008	140,000	223,000	390,000	
Totals for dept 91609 - HARTFORD, PINE & DIANA WATER MAIN UPGRAD			32,008	140,000	223,000	390,000	
Dept 91706 - ALLEY BLOCK 616 WATERMAIN UPGRADE							
5300	CONTRACTUAL SERVICES		3,305				
Totals for dept 91706 - ALLEY BLOCK 616 WATERMAIN UPGRADE			3,305				
Dept 91708 - MADISON, KEATING TO HOLBROOK WATERMAIN U							
5300	CONTRACTUAL SERVICES						
Totals for dept 91708 - MADISON, KEATING TO HOLBROOK WATERMAIN U							
Dept 91718 - VEHICLE BASE READING UNIT							
5700	CAPITAL OUTLAYS						
Totals for dept 91718 - VEHICLE BASE READING UNIT							
Dept 91722 - DEVELOP ASSET MANAGEMENT PLAN							
5300	CONTRACTUAL SERVICES			25,000	35,000	25,000	
Totals for dept 91722 - DEVELOP ASSET MANAGEMENT PLAN				25,000	35,000	25,000	
Dept 96060 - RECORD MAINTENANCE AND UPDATING							
5300	CONTRACTUAL SERVICES		12,601				
Totals for dept 96060 - RECORD MAINTENANCE AND UPDATING			12,601				
Dept 99012 - GIS TRAINING							
5300	CONTRACTUAL SERVICES						
Totals for dept 99012 - GIS TRAINING							
Dept 99999 - FIXED ASSETS CAPITALIZATION							
5100	SALARIES & BENEFITS	13,584	42,200				
5700	CAPITAL OUTLAYS	(832,184)	(204,592)				
Totals for dept 99999 - FIXED ASSETS CAPITALIZATION		(818,600)	(162,392)				
TOTAL EXPENDITURES		6,711,979	7,196,445	8,329,857	8,422,857	8,309,458	11,007,571
NET OF REVENUES/EXPENDITURES - FUND 591		792,377	256,899	(1,075,857)	(1,075,857)	162,042	(2,330,571)
BEGINNING NET POSITION		28,595,699	29,388,075	29,644,973	29,644,973	29,644,973	29,807,015
ENDING ENDING NET POSITION		29,388,076	29,644,974	28,569,116	28,569,116	29,807,015	27,476,444

BUDGET REPORT FOR CITY OF MUSKEGON
ENTERPRISE FUNDS 3RD QUARTER REFORECAST AND 2018-19 BUDGET

GL NUMBER AND BUDGET CLASSIFICATION	DESCRIPTION	2015-16 ACTIVITY	2016-17 ACTIVITY	2017-18 ORIGINAL BUDGET	2017-18 AMENDED BUDGET	2017-18 3RD QUARTER REFORECAST	2018-19 RECOMMENDED BUDGET
Fund 594 - MARINA AND LAUNCH RAMP							
ESTIMATED REVENUES							
Dept 00000							
594-00000-4300	FEDERAL GRANTS			35,000	35,000	35,000	
594-00000-4609	ICE SALES	1,679	1,452				
594-00000-4618	DRY STORAGE	5,900	9,253				
594-00000-4626	LARGE BASIN FEES	139,459	147,083	250,000	250,000	280,000	300,000
594-00000-4627	SMALL BASIN FEES	15,911	23,266				
594-00000-4628	MOORING FEES	16,225	16,756				
594-00000-4629	TRANSIENT FEES	22,519	13,077				
594-00000-4630	LAUNCH RAMP	66,822	63,721				
594-00000-4677	RENT	360	240				
594-00000-4678	HARBORTOWNE SLIP RENTAL	6,800					
594-00000-4754	TRAFFIC FINES & FEES	1,910	715				
594-00000-4800	MISC. & SUNDRY	9,749	644	4,000	4,000	4,000	
594-00000-4802	REIMB:SERVICES RENDERED	215	2,548				
594-00000-4970	INTEREST INCOME	1,911	2,034	1,200	1,200	2,000	2,500
Totals for dept 00000 -		289,460	280,789	290,200	290,200	321,000	302,500
TOTAL ESTIMATED REVENUES		289,460	280,789	290,200	290,200	321,000	302,500
EXPENDITURES							
Dept 70756 - MUNICIPAL MARINA							
5100	SALARIES & BENEFITS	29,623	27,358	33,975	33,975	31,419	35,366
5200	SUPPLIES	9,730	14,540	10,000	10,000	10,000	12,100
5300	CONTRACTUAL SERVICES	163,262	162,847	166,699	166,699	166,699	172,002
5400	OTHER EXPENSES	39		500	500	5,000	5,000
5700	CAPITAL OUTLAYS	1,721	11,402	16,800	16,800	16,800	21,600
5900	OTHER FINANCING USES	111,169	115,257				
Totals for dept 70756 - MUNICIPAL MARINA		315,544	331,404	227,974	227,974	229,918	246,068
Dept 70759 - LAUNCH RAMPS							
5100	SALARIES & BENEFITS			1,000	1,000	1,000	
5200	SUPPLIES	2,358	946	1,000	1,000		1,000
5300	CONTRACTUAL SERVICES	4,974	4,812	10,500	10,500	10,500	10,500
Totals for dept 70759 - LAUNCH RAMPS		7,332	5,758	12,500	12,500	12,500	11,500
Dept 90028							
5300	CONTRACTUAL SERVICES			0	0	0	
Totals for dept 90028 -				0	0	0	
Dept 91511 - COTTAGE GROVE DOCK REPAIRS							
5300	CONTRACTUAL SERVICES	2,723					
5700	CAPITAL OUTLAYS	40,911	21,540				
Totals for dept 91511 - COTTAGE GROVE DOCK REPAIRS		43,634	21,540				
Dept 91809 - DOCKS & BUILDING UPGRADE MARINA							
5300	CONTRACTUAL SERVICES			70,000	70,000	35,000	
Totals for dept 91809 - DOCKS & BUILDING UPGRADE MARINA				70,000	70,000	35,000	20,000
Dept 99999 - FIXED ASSETS CAPITALIZATION							
5100	SALARIES & BENEFITS	4,554					
5700	CAPITAL OUTLAYS	(43,634)	(21,540)				
Totals for dept 99999 - FIXED ASSETS CAPITALIZATION		(39,080)	(21,540)				
TOTAL EXPENDITURES		327,430	337,162	310,474	310,474	242,418	277,568
NET OF REVENUES/EXPENDITURES - FUND 594		(37,970)	(56,373)	(20,274)	(20,274)	78,582	24,932
BEGINNING NET POSITION		1,811,068	1,773,096	1,716,719	1,716,719	1,716,719	1,696,445
ENDING NET POSITION		1,773,098	1,716,723	1,696,445	1,696,445	1,696,445	1,721,377

BUDGET REPORT FOR CITY OF MUSKEGON
INTERNAL SERVICE FUNDS 3RD QUARTER REFORECAST AND 2018-19 BUDGET

GL NUMBER AND BUDGET CLASSIFICATION	DESCRIPTION	2015-16 ACTIVITY	2016-17 ACTIVITY	2017-18 ACTIVITY	2018-19 ORIGINAL BUDGET	SEPT 30, 2018 ACTUAL BUDGET	SEPT 30, 2017 ACTUAL BUDGET	2018-19 1ST QUARTER REFORECAST
642- PUBLIC SERVICE BUILDING								
ESTIMATED REVENUES								
Dept 00000								
642-00000-4677	RENT	976,760	1,049,134	1,049,134	1,063,095	262,283	262,283	1,063,095
642-00000-4800	MISC. & SUNDRY	5,830		86		24		
642-00000-4970	INTEREST INCOME	3,334	3,077	3,136		501	794	
Totals for dept 00000 -		985,924	1,052,211	1,052,356	1,063,095	262,808	263,077	1,063,095
TOTAL ESTIMATED REVENUES		985,924	1,052,211	1,052,356	1,063,095	262,808	263,077	1,063,095
EXPENDITURES								
Dept 60442 - PUBLIC SERVICE BUILDING								
5100	SALARIES & BENEFITS	671,176	703,961	719,929	805,217	151,711	166,578	805,217
UNK_EXP		109,184	78,440	(95,928)				
5200	SUPPLIES	34,757	16,947	23,526	22,000	4,677	2,916	22,000
5300	CONTRACTUAL SERVICES	288,241	273,246	287,243	330,000	62,966	62,347	330,000
5400	OTHER EXPENSES	2,334	1,419	24	3,000	0	0	3,000
5700	CAPITAL OUTLAYS	59,873	49,600	50,681	69,000	12,591	11,501	69,000
5900	OTHER FINANCING USES	64,717	53,532	47,029				
Totals for dept 60442 - PUBLIC SERVICE BUILDING		1,230,282	1,177,145	1,032,504	1,229,217	231,945	243,342	1,229,217
Dept 60895 - INVENTORY								
5400	OTHER EXPENSES	(1,511)	(2,684)	(5,022)		(2,924)	(3,806)	
Totals for dept 60895 - INVENTORY		(1,511)	(2,684)	(5,022)		(2,924)	(3,806)	
Dept 90113 - PUBLIC SERVICE BUILDING PARKING LOT								
5300	CONTRACTUAL SERVICES				0	0	0	
Totals for dept 90113 - PUBLIC SERVICE BUILDING PARKING LOT					0	0	0	
Dept 99999 - FIXED ASSETS CAPITALIZATION								
5700	CAPITAL OUTLAYS	(20,891)						
Totals for dept 99999 - FIXED ASSETS CAPITALIZATION		(20,891)						
TOTAL EXPENDITURES		1,207,880	1,174,461	1,027,482	1,229,217	229,021	239,536	1,229,217
NET OF REVENUES/EXPENDITURES - FUND 642		(221,956)	(122,250)	24,874	(166,122)	33,787	23,541	(166,122)
BEGINNING NET POSITION		778,114	556,160	433,910	458,784	458,784	433,910	458,874
ENDING NET POSITION		556,158	433,910	458,784	292,662	492,571	457,451	292,752

GL NUMBER AND BUDGET CLASSIFICATION	DESCRIPTION	2015-16 ACTIVITY	2016-17 ACTIVITY	2017-18 ACTIVITY	2018-19 ORIGINAL BUDGET	SEPT 30, 2018 ACTUAL BUDGET	SEPT 30, 2017 ACTUAL BUDGET	2018-19 1ST QUARTER REFORECAST
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Fund 643 - ENGINEERING SERVICES

ESTIMATED REVENUES								
Dept 00000								
643-00000-4200	LICENSE AND PERMIT MISC.	3,545	12,030	5,019		100	2,000	
643-00000-4653	ENGINEERING FEES	10,123	48,308	31,612	35,000	7,649	13,317	35,000
643-00000-4680	INTERDEPT.ENGINEERING FEES	236,514	249,950	283,713	400,000	82,945	49,751	400,000
643-00000-4901	OPERATING TRANSFER FROM GEI	75,000	13,000	15,000		0	0	-
643-00000-4970	INTEREST INCOME	29	38	98	50	49	52	50
Totals for dept 00000 -		325,211	323,326	335,442	435,050	90,743	63,120	435,050

TOTAL ESTIMATED REVENUES		325,211	323,326	335,442	435,050	90,743	63,120	435,050
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EXPENDITURES								
Dept 60447 - ENGINEERING								
5100	SALARIES & BENEFITS	182,570	171,665	205,707	323,507	83,556	43,974	323,507
5200	SUPPLIES	6,443	7,230	10,782	15,000	1,860	1,566	15,000
5300	CONTRACTUAL SERVICES	110,090	63,243	59,498	69,432	13,948	12,440	69,432
5400	OTHER EXPENSES	18,395	109	13,942	20,000	488	2,974	12,500
5700	CAPITAL OUTLAYS	6,326	8,472	12,423	7,500	12,734	933	15,000
Totals for dept 60447 - ENGINEERING		323,824	250,719	302,352	435,439	112,586	61,887	435,439

Dept 91607 - RP DAWES, GREENWICH TO BROADWAY								
5300	CONTRACTUAL SERVICES		25,819	2,096			1,217	
Totals for dept 91607 - RP DAWES, GREENWICH TO BROADWAY			25,819	2,096			1,217	

Dept 91611 - RP WESTLAND, BROADWAY TO SUMMIT								
5300	CONTRACTUAL SERVICES		22,206	13,038			6,633	
Totals for dept 91611 - RP WESTLAND, BROADWAY TO SUMMIT			22,206	13,038			6,633	

Dept 99012 - GIS TRAINING								
5300	CONTRACTUAL SERVICES	24,398						
Totals for dept 99012 - GIS TRAINING		24,398						

TOTAL EXPENDITURES		348,222	298,744	317,486	435,439	112,586	69,737	435,439
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NET OF REVENUES/EXPENDITURES - FUND 643		(23,011)	24,582	17,956	(389)	(21,843)	(6,617)	(389)
BEGINNING NET POSITION		30,513	7,500	32,082	50,038	50,038	32,082	50,038
ENDING NET POSITION		7,502	32,082	50,038	49,649	28,195	25,465	49,649

GL NUMBER AND BUDGET CLASSIFICATION	DESCRIPTION	2015-16 ACTIVITY	2016-17 ACTIVITY	2017-18 ACTIVITY	2018-19 ORIGINAL BUDGET	SEPT 30, 2018 ACTUAL BUDGET	SEPT 30, 2017 ACTUAL BUDGET	2018-19 1ST QUARTER REFORECAST
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Fund 661 - EQUIPMENT

ESTIMATED REVENUES								
Dept 00000								
661-00000-4652	SALES & SERVICE				2,368,700	0	0	
661-00000-4654	METERED SALES-FUEL	9,104	8,094	11,168		5,141	2,483	8,500
661-00000-4662	EQUIPMENT RENTAL BY DEPTS.	2,359,699	2,636,812	2,739,218		704,776	744,281	2,800,000
661-00000-4800	MISC. & SUNDRY	24,434	64,614	63,386	36,000	4,133	42,490	45,000
661-00000-4802	REIMB:SERVICES RENDERED	18,565	17,725	12,438		2,723	908	17,000
661-00000-4902	OP. TRANS FROM SPECIAL REVENUE					0	0	
661-00000-4970	INTEREST INCOME	17,343	16,581	15,941	20,000	0	0	16,500
661-00000-4980	SALE OF FIXED ASSETS	8,624		6,122		6,187	(428)	
Totals for dept 00000 -		2,437,769	2,743,826	2,848,273	2,424,700	722,960	789,734	2,887,000

TOTAL ESTIMATED REVENUES		2,437,769	2,743,826	2,848,273	2,424,700	722,960	789,734	2,887,000
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EXPENDITURES								
Dept 60932 - EQUIPMENT SERVICES								
5100	SALARIES & BENEFITS	468,964	501,153	508,286	573,319	123,741	121,454	573,319
UNK_EXP		65,511	47,063	(57,555)				
5200	SUPPLIES	831,412	848,528	948,717	848,300	182,364	186,397	848,300
5300	CONTRACTUAL SERVICES	853,847	759,510	733,096	776,663	152,882	165,428	776,663
5400	OTHER EXPENSES		859	664	1,500	583	23	1,500
5700	CAPITAL OUTLAYS	207,978	771,536	396,233	974,200	10,547	59,915	974,200
5900	OTHER FINANCING USES	316,276	331,854	355,853			88,462	
Totals for dept 60932 - EQUIPMENT SERVICES		2,743,988	3,260,503	2,885,294	3,173,982	470,117	621,679	3,173,982

Dept 99999 - FIXED ASSETS CAPITALIZATION								
5700	CAPITAL OUTLAYS	(172,023)	(764,344)	(399,527)			(71,915)	
Totals for dept 99999 - FIXED ASSETS CAPITALIZATION		(172,023)	(764,344)	(399,527)			(71,915)	

TOTAL EXPENDITURES		2,571,965	2,496,159	2,485,767	2,445,263	470,117	549,764	3,173,982
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NET OF REVENUES/EXPENDITURES - FUND 661		(134,196)	247,667	362,506	(20,563)	252,843	239,970	(286,982)
BEGINNING NET POSITION		2,667,132	2,532,937	2,780,604	3,143,110	3,143,110	2,780,606	3,143,110
ENDING NET POSITION		2,532,936	2,780,604	3,143,110	3,122,547	3,395,953	3,020,576	2,856,128

GL NUMBER AND BUDGET CLASSIFICATION	DESCRIPTION	2015-16 ACTIVITY	2016-17 ACTIVITY	2017-18 ACTIVITY	2018-19 ORIGINAL BUDGET	SEPT 30, 2018 ACTUAL BUDGET	SEPT 30, 2017 ACTUAL BUDGET	2018-19 1ST QUARTER REFORECAST
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Fund 677 - GENERAL INSURANCE

ESTIMATED REVENUES								
Dept 00000								
677-00000-4600	INTERDEPT. CHARGES				3,200,000	0	0	3,200,000
677-00000-4651	REIMBURSEMENT	6,827	16,857	3,259		143	939	
677-00000-4652	REIMBURSEMENT RETIREE HEALTH	1,177,563	919,923	1,267,015	1,150,000	1,065	1,339	1,150,000
677-00000-4681	INTERDEPT.CHARGES:HEALTH INS	2,508,988	2,514,443	2,418,788		690,824	655,565	
677-00000-4682	INTERDEPT.CHARGES:DENTAL INS	200,772	202,788	202,047		52,848	54,396	
677-00000-4683	INTERDEPT.CHARGES:LIFE INS.	39,230	40,140	40,589		10,988	10,805	
677-00000-4685	INTERDEPT.CHARGES:VISION	57						
677-00000-4686	INTERDEPT.CHARGES:DISABILITY	41,145	42,395	42,577		11,339	11,415	
677-00000-4687	INTERDEPT.CHGS:WORKMEN'S CO	396,033	324,433	440,929		112,695	108,132	
677-00000-4688	INTERDEPT.CHGS:UNEMPLOYME	1,297	1,330	1,318		49	39	
677-00000-4800	MISC. & SUNDRY					0	0	
677-00000-4805	CONTRIBUTIONS		200					
677-00000-4807	COBRA RECEIPTS	8,973	2,883	6,465				
677-00000-4827	CONTRIBUTIONS FROM EMPLOYE	249,511	274,466	338,856	306,000	112,157	90,756	306,000
677-00000-4970	INTEREST INCOME	22,402	20,735	15,333	20,000	5,724	6,996	20,000
Totals for dept 00000 -		4,652,798	4,360,593	4,777,176	4,676,000	997,832	940,382	4,676,000

TOTAL ESTIMATED REVENUES		4,652,798	4,360,593	4,777,176	4,676,000	997,832	940,382	4,676,000
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EXPENDITURES								
Dept 30851 - INSURANCE SERVICES								
5100	SALARIES & BENEFITS	283,743	201,252	246,196	58,656	9,546	9,128	58,656
5200	SUPPLIES	180				0	0	
5300	CONTRACTUAL SERVICES	4,255,838	4,443,651	4,883,595	4,600,000	1,046,241	1,190,223	4,600,000
5400	OTHER EXPENSES	10,433	12,187	22,462	25,000	1,652	2,928	25,000
5700	CAPITAL OUTLAYS		1,830	395	2,000	0	0	2,000
Totals for dept 30851 - INSURANCE SERVICES		4,550,194	4,658,920	5,152,648	4,685,656	1,057,439	1,202,279	4,685,656

TOTAL EXPENDITURES		4,550,194	4,658,920	5,152,648	4,685,656	1,057,439	1,202,279	4,685,656
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NET OF REVENUES/EXPENDITURES - FUND 677		102,604	(298,327)	(375,472)	(9,656)	(22,597)	(261,897)	(9,656)
BEGINNING NET POSITION		2,039,779	2,142,381	1,844,054	1,468,582	1,468,582	1,844,055	1,468,582
ENDING NET POSITION		2,142,383	1,844,054	1,468,582	1,458,926	1,445,985	1,582,158	1,458,926

City of Muskegon 1st Quarter Budget Reforecast FY 2018-19 Budget									
	Responsibility	2017-18 Budgeted Projects (Including Carryover Amounts From Prior FY)	2017-18 Actual Projects	2018-19 Budgeted Capital Projects	2018-19 Recommended Budget Capital Projects Grant Revenue	2018-19 Actual Expenditures Sept 30, 2018	2018-19 1st Qtr Reforecast Capital Projects		Comments
BUDGETED MAJOR CAPITAL PROJECTS									
101	General Fund								
	ADA Compliance, Various Locations	20,000	1,911	20,000			20,000		Federal agreement
	Street Lights Conversion to LED, Consumers	270,000	-	270,000		514,089	540,000		partial payment to convert lights to LED
	Parks Reservation System	8,000	-						new system to enhance customer service, final payment and work to be completed FY17/18
	McGrath Park, Parking Lot	65,000	4,915	75,000		7,916	120,000		milling resurfacing main parking lot
	GIS for Lakeside Cemetery	35,000	-	35,000			35,000		convert paper records to GIS
	Irrigation systems, City Hall and possible other locations such as bike trails	40,000	-			21,248			
	Central Station Upgrades-HVAC @ Central Dispatch	10,000	-						
91703	Roof Repairs at L C Walker Arena	-	1,590						
91704	City Hall bldg wash / seal	-	69,297						
91709	Telephone system Upgrade		13,360						
91721	Imagine Muskegon Lake		20,026						Community Foundation contributed \$10,000 towards this and Max McKee \$1,000
91805	City Hall Roof Repair		16,262			25,518			
		448,000	127,391						
	Parking and Access Road Smith Ryerson			45,000	45,000	3,617	45,000		Parking needed closer to building, CDBG Funding
	Drainage Improvement at Football Field, Smith Ryerson			10,000	10,000		10,000		Pending Problem, CDBG Funding
	Roof Replacement Mausoleum			100,000		49,003	100,000		Perpetual care fund
				555,000	55,000	621,391	870,000		
202	Major Streets								
	Musketawa Trail Connection (Keating to Black Creek)	205,000	205,000				-		(federal grant)- carryover from 15/16 - FY16/17 only for design
	Laketon Ave. Getty to Creston	2,250,000	1,004,970	900,000	460,000	522,382	600,000		\$759,000 STP grant and \$400,000 from HPP local match from bonds
	Lakeshore Dr, McCracken to Laketon	-	73,397	2,580,000		115,954	3,750,000		Preliminary design in reforecast, remainder of design and construction in FY 18-19, Act 51 increased funding for 2018

[illegible]

[illegible]

City of Muskegon 1st Quarter Budget Reforecast FY 2018-19 Budget									
	Responsibility	2017-18 Budgeted Projects (Including Carryover Amounts From Prior FY)	2017-18 Actual Projects	2018-19 Budgeted Capital Projects	2018-19 Recommended Budget Capital Projects Grant Revenue	2018-19 Actual Expenditures Sept 30, 2018	2018-19 1st Qtr Reforecast Capital Projects	Comments	
BUDGETED MAJOR CAPITAL PROJECTS									
						77,597			
	Rehab 1188 4th Street		20,000						
	Rehab House 248 Mason Street		10,975	59,500			59,500		
	LC Walker Arena Roof Repair			50,000			50,000		
	Replacement/Returb of Fire Vehicle			575,000			575,000		
		1,175,400	1,080,484	2,158,500	220,700	527,530	2,408,500		
482	State Grants Fund								
	MDEQ Smokestack Grant for Windward Pointe Brownfield Redevelopment	1,000,000	1,000,000						for stacks/asbestos abatement & demo
	site assessment	-	-						grant from US Environmental # 00E01538
	EPA/Brownfield Grant	236,545	140,354	28,000	28,000	16,046	28,000		
	MSHDA Demo Grant	-	-						
	State Lead Grant			1,000,000	1,000,000		-		State Lead Grant - if awarded
		1,236,545	1,140,354	1,028,000	1,028,000	16,046	28,000		
590	Sewer								
	Sewer Rehabilitation Project (Various Projects)	-	52,995	416,000			416,000		S-2 project - Bledler & Madison
91603	Hartford/Diana/Pine	80,000	62,774						
91413	Laketon Ave. Nevada to Lakeshore Dr.	-	14,212						
	Sewer Repairs/Emergencies (Various Projects)			125,000			125,000		Various sewer major repairs/emergencies
	S-2 Grant		81,095			8,654			Last expenses for the Saw Grant
	SRF project 2018					2,005			
	Remembrance Drive Upgrades			174,000		232	174,000		
	Lift Stations repairs/upgrades	25,000	-	50,000			50,000		repairs to Apple Ave./Industrial/Harbour Town Stations
		105,000	211,076	765,000		10,901	765,000		

City of Muskogee	1st Quarter Budget	2nd Quarter Budget	3rd Quarter Budget	4th Quarter Budget	2017-18 Actual Projects	2018-19 Budgeted Capital Projects	2018-19 Recommended Budget Capital Projects Grant Revenue	2018-19 Actual Expenditures Sept 30, 2018	2018-19 1st Qtr Reforecast Capital Projects	Comments
591	Water									
	SCAD Migration Project PLC	250,000	424,942	200,000					200,000	instrumentation upgrade, continuation from 15/16
	Harvey Pump Repair, # 2	85,000	-	80,000					80,000	repair of second pump.
	Repair & add membrane to 4 of 4 clear wells @ plant	250,000	-	675,000					675,000	
	Repair switch gear for HSP	-	-	-						as per Filtration Plant Superintendent's request
	Develop Asset Management plan	25,000	35,000							50-50 between distribution & treatment
	Replace High Service Valve @ filtration	-	-							
	Repair & add membranes/reservoirs @ Harvey	120,000	-							
	Laketon, Getty to Creston	80,000	209,710					16,323		
91609	Hartford/Diana/Pine	140,000	357,229							Water Main Replacements, Various Locations & 2' & 4"
	Building repairs - Filtration	150,000	-	100,000					100,000	Carryover from last year
	Harvey sump and drains repair	45,000	45,000	50,000					50,000	Replace rotted hangers and drain lines
	Vehicle Base Reeding Unit - Distribution	27,000	26,500							per distribution staff
	Replace Turbidimeters	-	-							
	Replace Chemical Feed Lines - Hypochlorite			30,000					30,000	
	Replace Tank Liner - Hypochlorite Tank			27,000					27,000	
	Replace Rapid Mixer (eastside)			30,000					30,000	
	Titration, Laboratory Equipment			8,000					8,000	
	Fruitport Generator Tie-In with Emergency Generator			100,000					100,000	
	Old Filter Gallery Roof, Rehab-Walls and Windows			250,000					250,000	
	Elevated Tank Inspection			10,000					10,000	
	Access Control for Main Gate			20,000					20,000	
	Sand Blasting/Painting - Clarifiers			250,000					250,000	
	Fence at Roberts, Marshall & Nims tanks			60,000					60,000	

City of Muskogee	1st Quarter Budget	2nd Quarter Budget	3rd Quarter Budget	4th Quarter Budget	2017-18 Budgeted Projects (including Carryover Amounts From Prior FY)	2017-18 Actual Projects	2018-19 Budgeted Capital Projects	2018-19 Recommended Budget Capital Projects Grant Revenue	2018-19 Actual Expenditures Sept 30, 2018	2018-19 1st Qtr Reforecast Capital Projects	Comments
BUDGETED MAJOR CAPITAL PROJECTS											
	Sump Pump in Basement (Chopper Pump)	Mikesell					40,000			40,000	
	Replace broken/leaking Windows (Headworks/Filter)	Mikesell					12,000			12,000	
	Intake Screens Rehab/Rehab Sprayers	Mikesell					150,000			150,000	
	Varolus Street Project work	Mikesell					150,000			150,000	
	GIS Update and Maintenance	Mikesell	6,328				20,000			20,000	County licensing & map maintenance
	POLIT Grant - Water System Inventory	Mikesell						600,000	46,387	600,000	
	Lakeshore Drive Watermain, McCracken to Laketon	Mikesell					1,500,000			\$ 1,950,000	
594	Marina		1,132,000						62,710	4,812,000	
	Docks & Building improvements (office, bathroom)	Mikesell	70,000		21,540		20,000		3,288	20,000	only engineering in 2018
	Engineering Services for Grand Truck Launch Replacement	Mikesell					-				
642	PSB		70,000		21,540		20,000		3,288	20,000	
	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										
5720/Quantity	Non-Vehicular Equipment:										
1	Trailer	Mikesell					8,000			8,000	
1	Salt Box	Mikesell					14,500			14,500	
1	Concrete Breaker	Mikesell					17,000			17,000	
1	Mower Deck	Mikesell					6,000			6,000	

City of Muskegon 1st Quarter Budget Reforecast FY 2018-19 Budget									
		Responsibility	2017-18 Budgeted Projects (Including Carryover Amounts From Prior FY)	2017-18 Actual Projects	2018-19 Budgeted Capital Projects	2018-19 Recommended Budget Capital Projects Grant Revenue	2018-19 Actual Expenditures Sept 30, 2018	2018-19 1st Qtr Reforecast Capital Projects	Comments
BUDGETED MAJOR CAPITAL PROJECTS									
1	Leaf Sucker	Mikesell	28,000	28,000	28,000				
	various small equipment	Mikesell	10,000	10,000	20,000			20,000	
1	Riding Mower/ Snow Blower	Mikesell	20,000	32,000					
			58,000	70,000	65,500			65,500	
5746	Communications Equipment:								
	Recording Equipment Upgrade	Mikesell			52,000			52,000	
	Cruiser DVR Upgrade	Mikesell	30,000	30,000	68,700			68,700	
			30,000	30,000	120,700			120,700	
5730	Vehicles:								
7	Police Cruisers / Tahoes	Mikesell			266,000			266,000	
1	1 Ton pickup truck DPW	Mikesell			40,000			40,000	
2	Detective Cars	Mikesell			50,000			50,000	
3	1/2 ton pickup Truck	Mikesell			81,000			81,000	
1	Colorado - City Engineering	Mikesell			30,000			30,000	
1	Plow Truck	Mikesell			150,000			150,000	
1	Backhoe	Mikesell			120,000			120,000	
2	City Hall cars	Mikesell			51,000			51,000	
3	Police Cruisers / Tahoes	Mikesell	105,000	105,000					Includes police package outfitting
2	Detective cars	Mikesell	-	-	71,000				
1	Detective cars	Mikesell	28,000	28,000					
1	Tahoe Police Cruiser	Mikesell	30,000	38,000					
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					

[illegible]

AGENDA ITEM NO. _____
CITY COMMISSION MEETING _____

TO: Honorable Mayor and City Commissioners
FROM: Frank Peterson, City Manager
DATE: December 5, 2018
RE: Local 370, Muskegon Firefighters 2019-2023 Contract

SUMMARY OF REQUEST:

Staff has come to terms on a new five-year contract with Local 370, Muskegon Firefighters Union. The agreement will take effect January 1, 2019. The contract contains similar wage adjustments and benefit changes previously negotiated with other bargaining units. There are also a number of significant changes to the operating structure of the department.

FINANCIAL IMPACT:

Long-Term Cost reductions in excess of \$1 Million annually

BUDGET ACTION REQUIRED:

None at this time.

STAFF RECOMMENDATION:

To approve the attached tentative agreement as presented and authorize the Mayor and Clerk to sign the new contract with Local 370.

COMMITTEE RECOMMENDATION:

None.

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(7)

CITY OF MUSKEGON
AND
LOCAL 370, MUSKEGON FIRE FIGHTERS UNION

Subject to ratification by the Muskegon Fire Fighters Union, IAFF Local 370, and the City of Muskegon, the Union and the City agree to a successor collective bargaining agreement for the term January 1, 2019 through December 31, 2023 consisting of all terms, provisions, and attachments to the parties' 2014-2018 collective bargaining agreement, except for the modifications/additions set forth below:

ARTICLE 7, MANAGEMENT RIGHTS: Modify Section 7.8 to provide as follows -

"SECTION 7.8 AUTOMATIC RESPONSE. Employees may be assigned to automatically respond (not mutual aid) to fires outside City limits and other jurisdictions may automatically respond (not mutual aid) to fires inside the City."

ARTICLE 8 – WAGES: Modify Sections 8.1, 8.6, 8.7, and 8.8 to provide as follows -

"SECTION 8.1 GENERAL. The salary schedule for calendar year 2019 through 2023 is attached hereto, as Exhibit A. Exhibit A reflects a 2% increase effective January 1, 2019, a 1% increase in 2021, and a 1% increase effective January 1, 2022.

All salary changes shall be effective on the first full pay period following satisfaction of the condition of the pay increase.

The positions specified in Appendix A are those adopted as follows:

Title	Date Adopted by Civil Service Commission
Firefighter	01/01/17
Inspector	09/26/89
Assistant Mechanic	12/06/82
Master Mechanic	12/06/82
Lieutenant	06/26/90
Captain	12/06/82
Fire Marshal	12/07/16
Battalion Chief	06/26/90
Assistant Chief	12/06/82

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A
Signing Bonuses will be provided as follows:

1. January 15, 2019: \$7,000 to the following fifteen (15) employees: Mathews, Weipert, Nowak, Horn, Hannon, Drake, McGahan, Marek, Robb, Diffell, McMillan (K), McMillan (R), Edmonson, Hewartson, and Oleniczak (members Hemmelsbach, Rosema, Cole, and Rake will have already retired before January 15, 2019).
2. May 15, 2020: \$2,000 to all active employees.
3. January 15, 2023: \$2,000 to all active employees.

The City is not obligated to fill or staff the vacant Captain positions."

"SECTION 8.6 TABLE ALLOWANCE. The City shall pay directly to the Union a quarterly table allowance in the amount of one-thousand eight-hundred seventy-five dollars (\$1,875.00) per quarter, regardless of the number of active employees. This table allowance shall be used by the Union to offset the cost of maintenance of the table assessed to participating employees. Quarterly payments shall be made in March, June, September, and December."

"SECTION 8.7 EMERGENCY MEDICAL TECHNICIAN.

All employees hired after July 1, 1993 will be required to obtain an Emergency Medical Technician (EMT) certification by the conclusion of probation and maintain such as a condition of employment. Employees required to be Emergency Medical Technician licensed shall be entitled to release time to obtain, and release time or training pay to maintain such. City shall provide information on times and location of relevant classes and pay for such classes.

Employees hired after January 1, 2019 shall possess a valid MFR license at time of hire, and shall obtain EMT certification within one (1) year of hire and maintain such as a condition of employment. They shall be entitled to release time to obtain, and release time or training pay to maintain such. The City shall provide information on times and location of relevant classes and pay for such classes.

The Chief will assign one member of the bargaining unit to serve as EMT Instructor/Coordinator. This position will be responsible for organizing and administering training opportunities for employees' EMT certifications and renewals. The EMT Instructor/Coordinator shall receive a bi-weekly stipend equal to \$50 per pay.

The City will upgrade its current State of Michigan Life Support Agency License from MFR level to EMT level, and purchase required medical equipment, by no later than December 31, 2019."

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B

"SECTION 8.8 ACTING ASSIGNMENT."

a) Acting Assignment Defined. Acting assignment shall mean the performance of the full range of duties to a next higher or two next higher position class or classification (e.g. a firefighter performing the duties of lieutenant, captain, assistant mechanic or master mechanic, a lieutenant performing the duties of a captain or battalion chief, a captain performing the duties of battalion chief or assistant chief).

1. A Daily Acting Assignment is to be utilized to fill in for an employee who is absent for any reason for a period of less than four (4) weeks' duration.
2. An Interim Acting Assignment is to be utilized to fill in for an employee who is absent for any reason for a period of more than four (4) weeks' duration; also when filling temporarily a vacant position created by a retirement, resignation, dismissal, or death.

b) Employees who work a Daily Acting Assignment to a higher position class or classification as above shall be paid at his/her regular prevailing rate of pay. Employees who work an Interim Acting Assignment shall be paid at the higher classification rate, commencing with the beginning of the next pay period, including all wages and benefits. The Chief reserves the right to select the employee most qualified to perform the duties of Daily Acting Assignment or Interim Acting Assignment.

c) All employees (excepting the Battalion Chiefs and the Fire Marshal) who have or are in training for Company Officer I certification, or an equivalent recognized by the State of Michigan, and who also have at least two (2) years' experience on the Muskegon Fire Department, shall be placed on the list of employees eligible to serve in an acting assignment (either Daily or Interim) and shall receive a stipend equal to \$25 per pay period. Provided, however, that during the period of time that a Captain or Lieutenant is working as an Interim Battalion Chief, the stipend shall be suspended. Release time and tuition for Company Officer I and II courses, or equivalent training recognized by the State of Michigan, will be provided by the City; the City will identify and approve qualified classes.

d) Any officer position that becomes vacant shall be filled with an Interim Acting Assignment commencing with the beginning of the next pay period."

ARTICLE 9 - HOURS OF EMPLOYMENT: Modify to provide as follows -

"The work period shall follow continuous twenty-eight (28) day cycles. The duty schedule of employees shall cover a nine (9) day period and then repeat - 24 consecutive hours on, 24 consecutive hours off, 24 consecutive hours on, 24 consecutive hours off, 24 consecutive hours on, and 96 consecutive hours off. For each 28-day cycle, this results in two shifts that are

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scheduled for nine (9) twenty-four (24) hour duty days in the 28-day cycle, and a third shift scheduled for ten (10) twenty-four duty days in the 28-day cycle.

The employee's base wage shall be regarded as compensating the employee "one-time" pay for his regular scheduled hours up to 216 hours in each 28-day cycle. The hourly rate shall continue to be the annual wage set forth in Appendix A divided by 2,808.

In any 28-day cycle, if the employee actually works regular scheduled hours that are in excess of 212 hours, up through the 216th hour, he shall receive for those regular scheduled hours worked in excess of 212 through 216 hours an additional "half-time" pay for such hours worked. [Example 1: employee actually works all 216 regular scheduled hours in the 28-day cycle; he receives his regular base wage for the four-week period plus an additional half-time pay for four (4) hours = 2 hours additional pay. Example 2: employee takes one 24-hour shift off in the 216-hour cycle off for sick/vacation/other time off; he receives just his regular base wage for the four-week period and the appropriate bank is docked 24 hours for the time off. Example 3: employee takes two 24-hour shifts off in the 216-hour cycle for sick/vacation/other time off; he receives just his regular base wage for the four-week period and the appropriate bank(s) are docked 48 hours for the time off.]

In the 10 duty day (240-hour) cycle, the employee shall have the option of taking one (1) of the scheduled 24-hour shifts off, without any loss in annual base wage and without docking of paid time off banks; an employee choosing to do so must notify his Shift Commander of the scheduled shift he is choosing to take off before the start of that 28-day cycle. Once the employee elects the scheduled shift to be taken off, it cannot be rescinded or revoked by the City or the employee. [Example 1: employee chooses to take one of the scheduled 24-hour shifts off, and then actually works the remaining nine (9) shifts; he receives his regular base wage for the four-week period plus an additional half-time pay for four (4) hours (= additional 2 hours of pay). Example 2: employee chooses to take one of the scheduled 24-hour shifts off, and he takes sick/vacation/other time off for one of the nine remaining 24-hour shifts; he receives his regular base wage for the four-week period, and the appropriate bank is docked 24 hours.]

Alternatively, the employee may choose not to take the one scheduled shift off in the 10 duty day (240-hour) cycle. Such an employee will then receive his regular base wage for the four-week period, plus additional half-time pay for his regular scheduled hours actually worked over 212 through the 216th hour, plus additional double-time pay for his regular scheduled hours actually worked over 216 through the 240th hour. [Example 1: employee actually works all 240 hours of his regular scheduled hours; he receives his regular base wage for the four-week period, plus additional half-time pay on 4 hours (= additional 2 hours of pay), plus additional double-time pay on 24 hours (= additional 48 hours of pay). Example 2: employee takes sick/vacation/other time for one of the ten scheduled 24-hour shifts, thus actually working 216 hours in the cycle; he receives his regular base wage for the four-week period, plus additional half-time pay on 4 hours (= additional 2 hours of pay), and the appropriate bank is docked 24 hours. Example 3: employee takes sick/vacation/other time off for two of the ten scheduled 24-hour shifts, thus actually working 192 hours; he receives just his regular base wage for the four-week period, and the appropriate bank(s) are docked 48 hours.]

For purposes of the foregoing, when employees trade time the employee regularly-scheduled to work the traded shift hours shall be treated as if he had actually worked those traded shift hours; the employee who in fact works the hours pursuant to the trade shall be treated as if he had not worked those hours. This applies to both the front-end and the back-end of the trade.

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Notwithstanding the foregoing, any time an employee works outside of his regular scheduled duty shifts (excepting a trade), such work shall be regarded as overtime, and the employee will receive time-and-one-half pay for those overtime hours worked (double-time-and-one-half for those overtime hours worked if on a holiday), regardless of any time off utilized in the cycle and regardless of whether the employee was scheduled to work 9 or 10 days in the 28-day cycle. [Example 1: employee is scheduled to work 9 duty shifts in the cycle, he takes one of those duty shifts off for sick/vacation/other time off, and he works 12 hours on a day (non-holiday) he was not scheduled to work; he receives his regular base wage for the four-week period, plus time-and-one-half pay for the 12 hours of non-holiday overtime (= additional 18 hours of pay), and the appropriate bank is docked 24 hours. Example 2: employee is scheduled to work 10 duty shifts in the cycle and does not opt to take one of the shifts off, employee uses sick/vacation/other time for two of the ten scheduled shifts, and employee works a 24-hour shift (non-holiday) he was not scheduled to work; employee receives his regular base wage for the four-week period, plus time-and-one-half pay for 24 hours (= additional 36 hours of pay), and the appropriate bank(s) are docked 48 hours. Example 3: same as Example 2, but the 24-hour overtime shift worked started at 8 a.m. on Christmas Day and ended at 8 a.m. on December 26; employee receives his regular base wage for the four-week period, plus double-time-and-one-half pay for the 16 hours worked on Christmas Day (= additional 40 hours of pay), plus time-and-one-half pay for the 8 hours worked on December 26 (= additional 12 hours of pay), and the appropriate bank(s) are docked 48 hours.]

Trade Time

An employee may be permitted to trade time up to one-hundred forty-four (144) hours per month with an employee within his classification. No employee will exceed the monthly allowance of 144 hours of trade time. Requests for an exception shall be forwarded to the Director of Public Safety for consideration. Trading time between classifications will be considered on a case-by-case basis by the Fire Chief. An employee may be permitted to trade a period of time less than four (4) hours on one occasion per week not to exceed a total time traded of 144 hours per month.

Any time traded of more than one (1) hour for a shift scheduled to begin at 7:00 a.m. requires twenty-four (24) hours advance written notice of the intent to trade time. The notice is to be given to the Command Officers of the affected shift if the Command Officer is on duty. If not on duty within the required time limitations, written notice is to be left at a locations identified by the Command Officer.

If an employee agrees to work trade time, that employee is responsible for the time to be filled. Injury, illness, or other unavailability will result in a reduction in a time off bank of the employee who agreed to work.

All traded time must be repaid by working a shift within one calendar year of the shift traded. The dates of when the traded time will be paid back shall be indicated at the time the trade time request is submitted.

No employee will be allowed to trade more than 144 hours to increase or extend his/her own vacation.

No compensation of any form may be exchanged between employees for trading shifts. Shifts may not be worked in exchange for cash, services, gifts, other favors, etc., in lieu of, or in addition to, working the shift.

No triple trade time transactions will be allowed.

In all cases, the City will be held blameless in any disputes involving trade time."

ARTICLE 10 – VACATION: Modify Sections 10.1 and 10.3, and add new 10.6, to provide as follows:

"SECTION 10.1 ELIGIBILITY AND AMOUNT.

- (a) Any employee, other than a probationary employee, who retires, resigns, or leaves the service of the City shall be entitled to his/her prorated accumulated vacation time.
- (b) No vacation shall be taken until an employee has been on the payroll for a period of six (6) months.
- (c) Vacation time shall be accumulated as follows:
 - (1) ½ duty day per month of employment but not to exceed six (6) duty days per year during the first five (5) years of continuous service;
 - (2) Fire Division employees who have completed between five (5) and fifteen (15) years of service for the City shall be entitled to three (3) vacation periods or nine (9) duty days of vacation each year; and
 - (3) Fire Division employees who have completed fifteen (15) years or more of service to the City shall be entitled to four (4) vacation periods or twelve (12) duty days of vacation in each year.
 - (4) For employees hired after January 1, 2014, vacations will accrue as follows:

1-8 years of service	6 days
9-20 years of service	9 days
21 or more years of service	12 days

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- (5) For employees hired after August 1, 2018, vacations will accrue as follows:

1-8 years of service	6 days
9 or more years of service	9 days"

(d) A day of vacation shall be cancelled for each day an employee would have worked during the normal work week and shall be paid for at the rate he would have earned on that particular day had he worked it (exclusive of overtime), including acting pay."

[Note: (e) through (h) of Section 10.1 remain status quo]

"SECTION 10.3 TIME OF VACATION.

Each December, employees will be allowed to pre-schedule for the next upcoming calendar year vacation and personal days on a seniority basis. At the time of the December seniority scheduling process, there shall be two (2) slots available on each shift for bidding vacation and personal days so as to allow as many as two (2) employees to be off work at the same time on vacation or personal time. (Note: Such pre-scheduled vacation and personal shall not preclude an employee in his 10-day 240-hour work cycles from selecting any of his 10 scheduled work days off, should he opt to do so, as set forth under Article 9).

In the event that bargaining unit membership grows to more than 34 full-time firefighters, one additional slot will be made available each day.

Following completion of the December bidding process, as of January 1, and through the course of the calendar year, should any of the two slots remain open, employees may continue to schedule use of their vacation and personal days, provided however, that one (1) of the two slots on any shift that remains open can be first filled by management with an employee off work for bereavement, sick, school/training, restricted duty, or administrative leave. (Note: Such vacation, personal, and "filled by management" shall not preclude an employee in his 10-day 240-hour work cycles from selecting any of his 10 scheduled work days off, should he opt to do so, as set forth under Article 9).

Two (2) employees per shift shall be allowed to pick vacations in the same vacation period, on the posted vacation schedule. Individual vacation days may be placed in an open slot on the posted vacation schedule once all employees have had the opportunity to select personal days. At no time will there be more than two (2) employees scheduled off on vacation leave or personal leave day."

"NEW SECTION 10.6 UNUSED VACATION. November 1 of each year, members shall notify management of their desire to cash in any unused vacation time. Unused vacation time may be cashed in at 100% value with unlimited hours."

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ARTICLE 11 – HOLIDAYS: Modify Sections 11.1 and 11.2 to provide as follows -

“SECTION 11.1 HOLIDAY PAY. Holidays are New Year’s Day, Martin Luther King, Jr’s Birthday, President’s Day, Memorial Day, Independence Day, Labor Day, Veteran’s Day, Thanksgiving Day, and Christmas Day. If an employee’s scheduled duty day falls on any of the above-mentioned holidays, he/she shall be compensated at a rate of double time for each hour of the holiday worked; if he/she uses benefit time, he/she shall be compensated at his/her base wage. If an employee is called in to work an above-mentioned holiday that falls on his/her non-duty day, he/she shall be compensated at a rate of double time and a half for each hour of the holiday worked.”

“SECTION 11.2 PERSONAL LEAVE DAY. Effective January 1, 2019, until December 31, 2019, employees hired before January 1, 2014, shall be entitled to take two (2) personal leave days per calendar year; employees hired after January 1, 2014, with more than one (1) year of service shall be entitled to take one (1) personal leave day per calendar year.

Effective January 1, 2020, all employees with more than one (1) year of service shall be entitled to take three (3) personal leave days per calendar year. Employees with ten (10) years or more of service shall be entitled to four (4) personal leave days (96 hours) per calendar year. The employee may choose to split the twenty-four (24) period into two (2) twelve (12) hour periods. Personal leave days shall be selected after all vacations have been chosen in strict accordance with Department policy. Personal leave days may be scheduled even if an officer or firefighter is attending training courses. If an employee works in an interim acting assignment in a calendar year, then the personal leave day pay for the following year shall be on a pro rata basis, i.e., if a lieutenant works 60% of calendar year 1989 as a captain, 60% of the personal leave day shall be at the captain’s rate and 40% shall be at the lieutenant’s rate.

At the end of probation, new personnel may schedule three (3) personal leave days to be taken between the end of their probation and the end of the calendar year.”

ARTICLE 13 -- SICK LEAVE: Modify Sections (a) and (k), and Exhibit D Appendix to provide as follows -

“(a) Effective January 1, 1990, sick leave shall be accumulated by employees at the rate of one-half day per month of employment during the preceding calendar year. In any event, the accumulation shall not exceed six (6) days during any one calendar year. Employees hired after August 1, 2018 shall accrue sick leave at a rate of 3.6923 hours per bi-weekly pay period. Effective January 1, 2020, sick leave shall be accumulated by all employees at the rate of 3.6923 hours per bi-weekly pay period.”

“(k) Unused accumulated sick leave shall be paid by the City to the employee as outlined in Appendix D.”

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ARTICLE 15 – INSURANCE: Add New Section 15.11 to provide as follows -

“NEW SECTION 15.11 ELIGIBILITY AFTER DECEMBER 31, 2027. Any employee who is a member of the defined benefit retirement system who retires after December 31, 2027, shall not be eligible for retiree health care.”

ARTICLE 18 - MECHANICS: Modify Section 18.6 as follows -

“SECTION 18.6 MASTER MECHANICS AND ASSISTANT MECHANICS. As of January 1, 2019 there are to be three (3) Assistant Mechanics. The City is not required to fill the position of Master Mechanic. The Assistant Mechanics shall be scheduled on a shift, as is the current practice.

(a) "Minor repairs" will be performed by the Assistant Mechanics. Major repairs may be contracted out by the City. If no Assistant Mechanic is present, "minor repairs" may be performed by other members in the bargaining unit. If other members in the bargaining unit are required to perform "minor repairs", the member shall be paid equal to the rate for Assistant Mechanic for the time spent performing "minor repairs". "Minor maintenance" will be performed by any member of the bargaining unit at their regular rate of pay.

(b) "Minor repairs" shall be defined as diagnosing causes of equipment or vehicle malfunction and determining necessary repairs; repair or replacement of locks and latches, cables, doors, lighting fixtures, sirens, firefighting equipment such as pumps, valves, plumbing, hose and nozzles, axe and other handles, chain saws, ladders, smoke ejectors, generators, and rescue equipment; repair of station equipment such as lawn mowers, snow plows or blowers, other grounds maintenance equipment, heating and cooling units, and air compressors.

(c) "Minor maintenance" shall be defined as cleaning, lubricating, and testing apparatus and equipment including replacing light bulbs and checking fluid levels."

ARTICLE 24 – DEFINED BENEFIT RETIREMENT PLAN: Modify Sections 24.4, 24.11, and 24.14 as follows -

“SECTION 24.4 RETIREMENT BENEFITS. A firefighter who retires after April 1, 2007 and before May 1, 2020, shall be entitled to a retirement benefit based upon a multiplier of 2.75% of the member's final average compensation (MERS FAC-3), not to exceed 85% of the member's final average compensation. Employees shall also be entitled to MERS RS50 spousal benefit.

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An employee who retires on or after May 1, 2020 shall receive a bridged benefit as follows:

- a) A pension multiplier of 2.75% for service through April 30, 2020 times the employee's "frozen final average compensation." "Frozen final average Compensation" is defined as the highest compensation in 36 consecutive months between the date of hire and April 30, 2020.
- b) A pension multiplier of 2.50% for service on or after May 1, 2020 times the employee's "termination final average compensation." "Termination final average compensation" is defined as the highest compensation in 36 consecutive months between the date of hire and the date of separation.

Any employee that participates in one of the early retirement benefits described in Section 24.14 shall be eligible to serve as a part time and/or paid-on-call firefighter for the City of Muskegon."

"SECTION 24.11 SOCIAL SECURITY (DELETE)"

"SECTION 24.14 EARLY RETIREMENT BENEFITS. The City shall open and fund the following early retirement benefit windows:

- a) F22/49. To be open from November 1, 2018 to December 31, 2018. Employees wishing to access this benefit shall provide Notice of Intent by December 31, 2018. Once notice of intent is given, affected employees' sick and vacation banks would be frozen so as to ensure complete staffing for the months of October-December; only prescheduled vacation, PLD, and ELD (day off in 240-hour cycle) days would be authorized.
- b) 20 and Out. To be open from December 1, 2019 through April 30, 2020. Employees wishing to access this benefit shall provide Notice of Intent by May 31, 2019. Once notice of intent is given, affected employees' vacation banks, and sick banks in excess of 72 hours, would be frozen so as to ensure complete staffing for the months of December-April; only prescheduled vacation and personal days would be authorized. Employees accessing this benefit agree to work the 10th day in all 240-hour cycles commencing after May 31, 2019 for double-time pay as set forth in Article 9."

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ARTICLE 25 – DEFINED CONTRIBUTION RETIREMENT PLAN: Modify Sections 25.2 and 25.6 to provide as follows -

“SECTION 25.2 CONTRIBUTIONS. For paychecks issued between January 1, 2019 and December 31, 2019, members in this plan shall contribute eight percent (8%) of compensation and the City shall contribute ten and one half percent (10 1/2%) of compensation. For paychecks issued between January 1, 2020 and December 31, 2020, members in this plan shall contribute eight percent (8%) of compensation and the City shall contribute eleven and one half percent (11 1/2%) of compensation. For paychecks issued between January 1, 2021 and December 31, 2021, members in this plan shall contribute eight percent (8%) of compensation and the City shall contribute twelve and one half percent (12 1/2%) of compensation. For paychecks issued between January 1, 2022 and December 31, 2022, members in this plan shall contribute eight percent (8%) of compensation and the City shall contribute thirteen percent (13%) of compensation. For paychecks issued on or after January 1, 2023, members in this plan shall contribute eight percent (8%) of compensation and the City shall contribute thirteen percent (13%) of compensation. Compensation shall be Medicare taxable wages as reported on the employee’s W-2. If members become eligible for Social Security benefits as a firefighter pursuant to Article 38, the City’s contribution shall be set at seven percent (7%). Compensation shall be Medicare taxable wages as reported on the employee’s W-2.”

“SECTION 25.6 RETIREMENT INCENTIVE” (DELETE)

ARTICLE 27 – RESIDENCY: Modify to provide as follows -

“Effective January 1, 2019, members will be eligible for the City’s Residency Incentive. The incentive is currently set at 4% of base pay, paid bi-weekly. The Union acknowledges that City may adopt, amend, modify, or eliminate any incentive plan to encourage employees to live in the city. For purposes of any incentive City reserves the right, in its sole discretion, to determine whether an employee is a resident. The incentives will not eliminate, change, or modify any present benefit provided for in this collective bargaining agreement.

All employees who are members of this bargaining unit are free to maintain their residence at any location.

Employees are also eligible to participate in the City’s Home Ownership Incentive.”

ARTICLE 33 – PROMOTIONS: Modify Article 33 to provide as follows -

“SECTION 33.1 CIVIL SERVICE. The following are the procedures for promotions:

(a) **PROMOTION TO LIEUTENANT, ASST. MECHANIC, FIRE INSPECTOR**

Group 1: Two (2) years uniformed experience with MFD and Company Officer 1.

Group 2: All personnel with Company Officer 1, or currently enrolled in Company Officer 1 & 2 course, and Group 1.

Written test minimum score of 60%

Oral exam minimum score Pass/Fail @ 60%

(b) **PROMOTION TO CAPTAIN**

Group 1: Two (2) years uniformed experience as Lieutenant with MFD and Company Officer 1.

Group 2: All uniformed Lieutenants with MFD with Company Officer 1, and Group 1.

Group 3: All Firefighters with 4 years uniformed experience with MFD and Company Officer 1, and Group 1 & 2

Written test minimum score of 60%

Oral exam minimum score Pass/Fail @ 60%

(c) **PROMOTION TO BATTALION CHIEF**

Group 1: Two (2) years uniformed experience as Lieutenant with MFD and Company Officer 1.

Group 2: All uniformed Lieutenants with MFD with Company Officer 1, and Group 1.

Group 3: All Firefighters with 4 years uniformed experience with MFD and Company Officer 1, and Group 1 & 2

Written test minimum score of 60%

Oral exam minimum score Pass/Fail @ 60%

(d) **PROMOTION TO FIRE MARSHAL**

Group 1: Two (2) years uniformed experience as Fire Inspector with MFD, Company Officer 1, Michigan State Police or NFPA certified fire inspector, and Michigan State Police certified fire investigator.

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Group 2: All uniformed Fire Inspectors with MFD, Company Officer 1, Michigan State Police or NFPA certified fire inspector, and Michigan State Police certified fire investigator, and Group 1.

Group 3: Four (4) years uniformed experience with MFD, Company Officer 1, Michigan State Police or NFPA certified fire inspector, and Michigan State Police certified fire investigator, and Group 1 & 2.

Written test minimum score of 60%

Oral exam minimum score Pass/Fail @ 60%

(e) **PROMOTION TO MASTER MECHANIC**

Group 1: Two (2) years uniformed experience as Assistant Mechanic with MFD and Company Officer 1.

Group 2: All uniformed Assistant Mechanics with MFD with Company Officer 1, and Group 1.

Written test minimum score of 60%

Oral exam minimum score Pass/Fail @ 60%

- Evaluation points not used due to subjectivity of evaluations.
- Seniority up to 10 points (1 year service = ½ point) – full year on anniversary.
- Testing candidates who meet promotion criteria using written and oral exams (validated tests).
- Probation period in new position will verify performance in that job.
- Education points (10) not used since Company Officer 1 is required.
- Remove acting assignment time from promotions.
- Uniformed experience is per contract Article 2 – Coverage.
- If the Captain position is reinstated, Section (d) shall replace Lieutenant with Captain, and Firefighter with Lieutenant.

City shall use Rule of 3 in promotions.

City shall complete the promotion process within 90 days of a command or specialty position vacancy.

SECTION 33.2 ANNUAL PROMOTIONAL EXAMINATIONS.

There will be annual promotional examinations for the ranks of Lieutenant and Assistant Mechanic. Those employees passing these examinations will be added to the eligible lists. The remaining ranks will be tested on an as-needed basis.

On or about October 31st of each year, the Civil Service shall provide an announcement indicating the month of the upcoming scheduled examinations as well as the expected schedule

for the Civil Service examination process for the classifications of Lieutenant and Assistant Mechanic.

All test dates set by Civil Service shall be final. Exceptions may be granted on a case-by-case basis after Civil Service, the Public Safety Director, and the Union meet and confer. Vacation scheduling shall not be considered to be a basis to grant an exception.

SECTION 33.3 RANK EFFECTIVE JANUARY 1, 2019

The City is committing to fill/staff three (3) Battalion Chief Positions, three (3) Assistant Mechanic Positions, and nine (9) Lieutenant Positions, as well as one (1) Fire Marshal Position.

Battalion Chief Positions

1. Joe Hannon
2. Jim Diffell
3. TBD via promotion process (Mathews, Weipert, Horn, Robb)

Assistant Mechanic Positions

1. Brian Marek
2. Chris Drake
3. Keith McMillan or TBD via seniority

Lieutenant Positions

1. Jim Matthews
2. Willie Weipert
3. Chad Horn
4. Dave Robb
5. John Nowak
6. Mike McGahan shall have the option to promote to Assistant Mechanic via seniority
7. Keith McMillan shall have the option to transfer to Lt via seniority
9. Troy Edmondson
10. Mike Hewartson
11. Dan Oleniczak

Fire Marshal Position

1. Rachel McMillan

SECTION 33.4 SPECIALIZED POSITIONS Change Section number 33.2 to 33.4 for continuity."

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ARTICLE 36 – PART TIME EMPLOYEES: Modify to provide as follows -

“The City can use non-bargaining part-time and paid-on-call employees under the following conditions:

- (a) The City will be able to employ non-bargaining unit firefighter personnel. These employees would be assigned shifts at City-operated fire stations and also be used to reduce overtime costs.
- (b) The City will not employ any non-bargaining unit personnel during any time that the City has any existing full-time personnel on lay-off.
- (c) Non-bargaining personnel are prohibited from working more than 32 hours per week.
- (d) Non-bargaining personnel may be used to respond to all Muskegon Fire Department incidents, including mutual and automatic aid responses.
- (e) Only retired former members of the Muskegon Fire Department that return to work in a part-time capacity may serve in an acting officer capacity if there are insufficient eligible bargaining unit members present on the shift.
- (f) Non-bargaining personnel may not be utilized if less than 21 full-time bargaining unit members are employed by the City; this number may be as low as 18 so long as the city is actively hiring to fill vacant positions. Effective January 1, 2021, Non-bargaining personnel may not be utilized if less than 24 full-time bargaining unit members are employed by the City; this number may be as low as 21 so long as the city is actively hiring to fill vacant positions. Effective January 1, 2023, Non-bargaining personnel may not be utilized if less than 28 full-time bargaining unit members are employed by the City; this number may be as low as 25 so long as the city is actively hiring to fill vacant positions.
- (g) Non-bargaining personnel may be used to assist the Fire Marshal in the capacity of Fire Inspector.”

ADD NEW ARTICLE 38 – SOCIAL SECURITY, providing as follows -

“The parties agree that the city will petition, effective January 1 immediately following the retirement of the last member of the defined benefit pension program, that members of the bargaining unit will become eligible to participate in Social Security. The City and the Union recognize that this petition must be made by the City to the State of Michigan, and that all full-time fire personnel employed at the time shall have an opportunity to formally vote to support or oppose the request. The State of Michigan will make the final determination.”

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ADD NEW ARTICLE 39 – TUITION ASSISTANCE, providing as follows:

“Employees shall be eligible for the City’s Tuition Reimbursement Program as described in Exhibit E.”

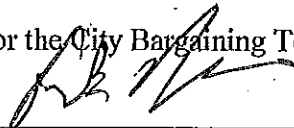
ATTACHMENTS/EXHIBITS FOR NEW CONTRACT:

Attachments/Exhibits for the new 2019-23 collective bargaining agreement shall consist of the following, replacing the attachments/exhibits that were part of the prior 2014-18 collective bargaining agreement:

- Exhibit A - Wage Schedule
- Exhibit B - 40-Hour Employees
- Exhibit C - Drug & Alcohol
- Exhibit D - Uniform Sick Leave Policy for 54-Hour Firefighters
- Exhibit E - Tuition Reimbursement Program

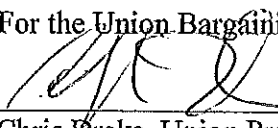
(The above-referenced Exhibits A through E are annexed to this Tentative Agreement).

For the City Bargaining Team:



Frank Peterson, City Manager

For the Union Bargaining Team:



Chris Drake, Union President

11-20-2018

EXHIBIT A

**CITY OF MUSKEGON
FIREFIGHTERS ASSOCIATION LOCAL #370**

2019-2023 SALARY SCHEDULE

	Start	Complete 6 Months	Complete Yr-1	Complete Yr-2	Complete Yr-3	Complete Yr-4	Complete Yr-5	Complete Yr-6	Complete Yr-7	Complete Yr-8
2019 Firefighter	32,231	N/A	35,675	39,119	42,563	46,007	49,451	52,895	56,339	59,786
Inspector	64,923	65,895	66,863							
Asst Mechanic	64,923	65,895	66,863							
Lieutenant	64,923	65,895	66,863							
Master Mechanic	70,730	71,748	72,756							
Captain	70,730	71,748	72,756							
Fire Marshal	75,381	76,428	77,479							
Battalion Chief	75,381	76,428	77,479							
Assistant Chief	77,119	78,186	79,254							
2020 Firefighter	32,231	N/A	35,675	39,119	42,563	46,007	49,451	52,895	56,339	59,786
Inspector	64,923	65,895	66,863							
Asst Mechanic	64,923	65,895	66,863							
Lieutenant	64,923	65,895	66,863							
Master Mechanic	70,730	71,748	72,756							
Captain	70,730	71,748	72,756							
Fire Marshal	75,381	76,428	77,479							
Battalion Chief	75,381	76,428	77,479							
Assistant Chief	77,119	78,186	79,254							

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2021	Firefighter	32,553	N/A	36,032	39,511	42,990	46,469	49,948	53,427	56,906	60,384
	Inspector	65,572	66,554	67,532							
	Asst Mechanic	65,572	66,554	67,532							
	Lieutenant	65,572	66,554	67,532							
	Master Mechanic	71,437	72,465	73,483							
	Captain	71,437	72,465	73,483							
	Fire Marshal	76,135	77,192	78,254							
	Battalion Chief	76,135	77,192	78,254							
	Assistant Chief	77,890	78,968	80,047							
2022	Firefighter	32,879	N/A	36,393	39,907	43,421	46,935	50,449	53,963	57,477	60,988
	Inspector	66,228	67,220	68,207							
	Asst Mechanic	66,228	67,220	68,207							
	Lieutenant	66,228	67,220	68,207							
	Master Mechanic	72,152	73,190	74,218							
	Captain	72,152	73,190	74,218							
	Fire Marshal	76,896	77,964	79,037							
	Battalion Chief	76,896	77,964	79,037							
	Assistant Chief	78,669	79,758	80,847							
2023	Firefighter	32,879	N/A	36,393	39,907	43,421	46,935	50,449	53,963	57,477	61,598
	Inspector	66,228	67,220	68,207							
	Asst Mechanic	66,228	67,220	68,207							
	Lieutenant	66,228	67,220	68,207							
	Master Mechanic	72,152	73,190	74,218							
	Captain	72,152	73,190	74,218							
	Fire Marshal	76,896	77,964	79,037							
	Battalion Chief	76,896	77,964	79,037							
	Assistant Chief	78,669	79,758	80,847							

CORRECTION

60,988

57,477

53,963

50,449

46,935

43,421

39,907

36,393

N/A

32,879

18

H

H

09

27
B

EXHIBIT B

40 HOUR EMPLOYEES IN THE FIRE DEPARTMENT (EXCLUDING CIVILIAN EMPLOYEES)

VACATION:

Vacation time shall be accumulated as follows:

- (a) One day per month of employment but not to exceed ten (10) days per year during the first ten (10) years of continuous service.
- (b) Employees who have completed ten (10) years or more of service shall be entitled to three (3) weeks of vacation each year, and employees who have completed fifteen (15) years or more of service shall be entitled to four weeks of vacation each year.

A day of vacation shall be cancelled for each day an employee would have worked during the normal work week and shall be paid for at the rate he would have earned on that particular day exclusive of overtime.

If a holiday falls during a vacation period, the employee will be granted an additional day off.

HOLIDAYS:

Holidays to be observed shall be as follows:

New Year's Day	Thanksgiving
Martin Luther King Jr.'s Birthday	Day after Thanksgiving
Memorial Day	Day before Christmas (Christmas Eve)
July 4th	Christmas Day
Labor Day	Day before New Year (New Year's Eve)
Veteran's Day	

PERSONAL LEAVE DAYS:

Employee shall be entitled to take one (1) personal leave day per calendar year. Employees with ten (10) years or more of service shall be entitled to two (2) personal leave days per calendar year.

WORKING HOURS:

Working hours shall be from 8:00 AM until 5:00 PM with one (1) hour off for lunch, Monday through Friday or any other schedule agreed to by the employee and chief. Employees may be allowed to use flex time. The use of flex time requires the consent of both the affected employee

and the Chief or designate. Hours worked in excess of 40 hours per week shall result in compensatory time, in lieu of overtime, at the rate of 1 1/2 hour compensatory time for every hour in excess of 40 hours per week.

COMPENSATORY TIME:

- A) Employees will have the option to be paid for the overtime worked, or opt for compensatory time at time-and-one-half.
- B) Compensatory time may be accumulated within a calendar year in the employees comp bank without limitation, but the employees may carry over only up to a maximum of 40 hours from one calendar year to the next; at the end of each year, any unused time in excess of 40 hours will be paid to the employee.
- C) At any time the employee may choose to be paid for any or all of the unused comp time in the comp bank. Upon termination of employment for any reason, employees will be paid for all unused comp time in the employees comp bank.
- D) Employees may utilize their unused comp time to contribute to their 457 accounts.

SICK LEAVE:

Sick leave shall be accumulated by employees at the rate of one (1) day per month of employment during the preceding calendar year. The accumulation shall not exceed twelve (12) days during any one calendar year.

Employees may accumulate unused sick leave up to a maximum of 120.0 working days.

A day of sick leave shall be cancelled for each day an employee would have worked during the normal work week, and shall be paid for at the rate an employee would have earned on that particular day, exclusive of overtime.

Any unused accumulated sick leave in excess of 120.0 working days shall be paid by the City to the employee on an annual basis with payments to be made on January 31 of the calendar year next succeeding the accrual

BEREAVEMENT LEAVE:

In the event there is a death in the immediate family of any employee consisting only of spouse, parent, grandparent, child, step-child, brother, sister, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, step-father, step-mother and grandchild and the employee attends the funeral service, such employee shall be granted up to a three-day leave of absence with full pay.

An employee shall be granted up to one (1) day of bereavement leave with pay in the event of a death in the family of such employee other than hereinbefore set forth, provided the employee attends the funeral service.

CITY OF MUSKEGON

933 Terrace Street
Muskegon MI 49443-0536ADMINISTRATIVE REGULATIONS GOVERNING
DRUG AND ALCOHOL USE AND ABUSE

I. PURPOSE

The City of Muskegon is dedicated to the well-being and safety of our employees, and the community we serve. We're also committed to the successful operation of our city for its citizens. We're committed to improving employee productivity and in servicing the needs and demands of our employees and residents.

We abide by the *Federal Drug-Free Workplace Act of 1988* (Section 4804 of the *Anti-drug Abuse Act of 1988*). We must comply with the regulations of the *Federal Highway Administration, Department of Transportation (DOT) Qualification of Drivers and Procedures for Transportation Workers Drug Testing Programs* (49 CFR, Parts 40 and 382).¹ We're also covered by the *Americans with Disabilities Act* (Public Law 101-336, July 1990). Finally, we must comply with Michigan's *Motor Carrier Safety Act No. 339 of 1990 (MCL 480.11)* and all revisions to that Act, specifically, *Public Act No. 100 of 1991*.

In the City of Muskegon, we're striving to provide a working environment that is free from the unlawful or illegal consuming, growing, producing, giving, sharing, possessing, selling, manufacturing, or transporting of any controlled or illegal substance.

We are, therefore, setting up these regulations based upon the federal regulations governing the use and abuses of alcohol and/or illegal or otherwise controlled substances in our workplace.

II. POLICY

The City of Muskegon's goal is to provide a drug- and alcohol-free workplace and environment for all our employees.

A. ILLEGAL AND UNAUTHORIZED DRUGS: The City of Muskegon attempts to provide a drug-free, healthful, safe and secure working environment.² None of our employees will report to work displaying the effects of illegal, illicit, controlled or unauthorized drugs. No employee will take, make, sell, give, transport or possess a controlled or illegal substance listed within the context of the Controlled Substance Act. This specifically includes all Schedule I and II substances, as well as Schedule III through V substances being used or possessed without approval or authorization.

B. CONTROLLED SUBSTANCE LEVELS: All substance testing will be accomplished according to the guidelines established by the U.S. Department of Health and Human Services and the Department of Transportation, *49 CFR Parts 40, 382 and 391*.³ Testing is required for the following five substances, the use of which we consider unacceptable in our business environment.

1. Amphetamines: (Cutoff level of 1,000 NG/ml)

- a. Amphetamine confirmatory level of 500 NG/ml
- b. Methamphetamine confirmatory testing levels of 500 NG/ml

¹ 49 CFR, Part 382, §107

² 49 CFR, §382.103 (a)

³ 49 CFR, Part 40, §40.29 (e)

2. Cocaine: (Cutoff level of 300 NG/ml)

- a. Metabolite confirmatory levels of 150 NG/ml
- b. Benzoylcegonine

3. Marijuana: (Cutoff level of 50 NG/ml)

- a. Metabolite confirmatory level of 15 NG/ml
- b. Delta-9-tetrahydrocannabinol

4. Opiates: (Cutoff level of 300* NG/ml)

- a. 25 NG/ml if immunoassay specific for free morphine
- b. Morphine confirmatory levels of 300 NG/ml
- c. Codeine confirmatory levels of 300 NG/ml

5. Phencyclidine: (Cutoff level of 25 NG/ml)

- a. Metabolite confirmatory level of 25 NG/ml

6. Test Use: Any urine specimens collected may only be used to test for controlled substances designated or approved for testing and shall not be used to conduct any other analysis or test unless otherwise specifically authorized by FHWA regulations. Always, the Chain of Custody will show the test required.⁴

- a. Split Samples⁵: The specimen collected must consist of not less than 45 milliliters of urine, 30 of which are poured into a container for initial testing and 15 ml of which will be poured into a second container for storage by the testing laboratory for not less than 60 days from receipt of both specimens by the lab.
- b. The split sample confirms contested positive test results if the primary sample shows a positive test result. The split sample will result in a negative report if it overturns a previously reported positive test.
- c. Further, our program does not prohibit procedures incidental to an analysis of the specimen for controlled substances.

C. ALCOHOLIC BEVERAGES: The use of alcoholic beverages by employees affects safe and efficient operations. No employee will use or possess alcoholic beverages during working hours.⁶ Further, no employee shall report to work while under the influence of alcoholic beverages, displaying the effects of having used alcohol, or within four (4) hours of having used alcohol.⁷

- 1. The odor of alcohol on any employee's breath is reason enough for us to believe that the employee has used and may be under the influence of alcohol. Any employee who engages in such conduct may be subject to discipline, up to and including immediate termination. Termination action, under these administrative regulations, will be initiated when:

⁴ 49 CFR, §391.93

⁵ 49 CFR, Part 40, §40.25 (b) (1)

⁶ 49 CFR, §382.205

⁷ 49 CFR, §382.207

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(4)
- a. An employee refuses to submit to a required Preliminary Breath Test followed by an Evidential Breath Test or any other DOT-approved test to measure the extent and level of alcohol within a worker's body.³
 - b. An employee tests above .04 percent Breath Alcohol Level and refuses assessment or fails to complete the treatment plan prescribed by the assessment professional.
 - c. Tests above .07 percent Breath Alcohol Level while reporting for duty, while on duty, or within eight (8) hours following a reportable accident.

D. NOTIFICATION OF CRIMINAL CONVICTION: All employees will notify the City of Muskegon of any criminal drug statute conviction.

E. NOTIFICATION OF CIVIL OR CRIMINAL DRIVING INFRACTION CONVICTIONS: Likewise, any and all employees will notify the City of Muskegon of any civil or criminal driving convictions resulting from an arrest for impaired driving or operating under the influence moving violation or related offense.

1. The employee must notify their immediate supervisor, in writing, of any such conviction for drug or alcohol within twenty-four (24) hours of the conviction. The immediate supervisor will report the incident to the Director of Personnel of the City of Muskegon. Such convictions include:
 - a. Refusal to submit to chemical test (Michigan Implied Consent Law).
 - b. Operating with an unlawful blood alcohol level (UBAL) of .10 percent or more.
 - c. Operating under the influence of liquor (OUIL).
 - d. Operating under the influence of drugs (OUID).
 - e. Operating while impaired (OWI) by alcohol and/or other drugs.
2. This provision also requires each employee to notify the City of Muskegon, in writing, within twenty-four (24) hours or by the end of the next business day of any such action involving:
 - a. Any license suspension or revocation.
 - b. Any cancellation, lost privilege or disqualification.

F. AMNESTY AGREEMENT: It is not the intent of the City of Muskegon to cause undue hardships, prolong suffering caused by addiction or dependence to controlled substance or alcohol, or invoke unreasonable disciplinary action. We are urging any of our employees who may have a problem to come forward before the first testing takes place. Those who voluntarily come forward can expect:

1. COMPLETE and total confidentiality, and
2. PROMPT REFERRALS to certified and licensed Substance Abuse Professionals capable of:
 - a. Providing accurate and clinically sound assessments.
 - b. Referrals to licensed and experienced employee assistance providers, and

3. **REASONABLE EXPECTATIONS** of return to duty provided:

- a. All terms and conditions of any treatment plan are fully met, and
 - b. The employee is capable of holding a current license allowing them to retain employment in that classification, and
 - c. Is not medically disqualified from operating any commercial motor vehicle.
4. **ANY EMPLOYEE** failing to meet any of the stipulations contained in the preceding paragraph can expect appropriate levels of disciplinary action, up to and including termination of employment.
5. **EMPLOYEES FAILING** to come forward under this *last chance* agreement and who are found to have a positive test under the provisions of Part III (*following*) of these regulations can expect to be subjected to the appropriate levels of discipline.

III. DRUG AND ALCOHOL SCREENING

All substance testing will be done by a reliable hospital or independent laboratory using qualified and trained medical technicians or professionals.

A. **EMPLOYEES** will be transported to and from the collection site in all cases involving reasonable suspicion, cause or post-accident testing.

1. The employee's department head will make final determination whether to suspend employees or not, and/or with or without pay.
2. Should the tests prove negative, the employee will be returned to work without discipline or loss of pay. Positive testing of drug or alcohol use or abuse or refusal to submit to this testing can be grounds for discipline, up to and including termination.

B. **OFF DUTY ALCOHOL USE:** No City employee engaged in operating a commercial motor vehicle will consume any alcoholic beverage within four (4) hours of expected starting time or beginning a safety-sensitive function.⁹

1. **ANY EMPLOYEE** called to work and having consumed alcohol within the four (4) hour period will advise their supervisor or dispatcher they are unable to report for work.
2. **BREATH ALCOHOL LEVEL OF .02 TO .04 PERCENT:** *Federal Motor Carrier Safety Regulation (FMCSR) 392.5:* A person, whether licensed or not, whose breath contains .02 percent or more but less than .04 percent by weight of alcohol shall not operate a commercial motor vehicle within the State of Michigan. Any operator found operating a commercial motor vehicle in this condition is subject to suspension, up to and including termination.
 - a. Any vehicle or equipment being operated by an employee testing positive for alcohol use to these levels will be shut down, locked, secured, or otherwise locked-out and tagged-out until a designated representative of the City can retrieve the vehicle and/or equipment.
 - b. Any employees found to have violated the mandatory twenty-four (24) hour stand down order will be considered violating these regulations and appropriate disciplinary action can be taken.

- (25)
- c. Any employees who operate a publicly-owned commercial motor vehicle violating law enforcement imposed out-of-service order may be guilty of a misdemeanor and may have their CDL suspended for one (1) year. Such an action would disqualify that employee from continued employment as a driver.
- d. Any employees refusing to submit to a Preliminary Breath Test for cause or whose Breath Alcohol Level measures .02 percent or more but less than .04 percent as measured by a Preliminary Breath Test and confirmed by an Evidential Breath Test will be suspended for 24 hours.

The employee who refuses to submit to Preliminary Breath Test or Evidential Breath Test and was operating a commercial motor vehicle will be considered to have a Breath Alcohol Level of above .04 percent and is medically disqualified from operating a commercial motor vehicle until they can successfully pass a chemical analysis of breath and submit to an assessment by a licensed Substance Abuse Professional.

- (1.) Under terms of 49 CFR, Part 382, Subpart A, 382211, no employer shall allow a driver who refuses to submit to a required alcohol or controlled substance test to perform or continue to do safety-sensitive functions.

IV. EMPLOYMENT CONSIDERATION TESTING¹⁰

All regulated (*safety-sensitive*) applicants must submit to and pass a urine drug screening test to be considered for employment.

A. **POST-OFFER CANDIDATES:** All other job candidates, if appropriate, will submit to and pass a urine drug screen.

1. An applicant who has received a firm job offer is cautioned against giving notice at their current position, selling real estate, or incurring other costs associated with accepting employment with the City of Muskegon until drug screening testing clearance has been received. Under no circumstances should a new employee report for work until clearance is received by the City.
2. If an applicant protests a positive urine drug test screening result, the City may exercise its discretion to allow the applicant to submit the split sample portion of the original specimen, immediately and without prior notice, for testing. An applicant who refuses screening will be denied any further consideration.
3. If the split sample urine drug screen test is requested, the applicant will pay for the test. If the split sample test is reported as a negative, the employee will be reimbursed for the cost of the split sample test. If the split sample test's results overturn a first test positive, the test will be considered a negative and a copy of the second test results will be placed in the employee's driver's or personnel file and a copy provided to the employee or applicant.

V. REASONABLE SUSPICION or FOR CAUSE TESTING

Any employee whose performance suggests that they are unfit for duty and are possibly using or abusing drugs or alcohol will be subject to a drug or alcohol screening test.¹¹

¹⁰ 49 CFR, Part 382, Subpart C, §382.301
¹¹ §382.307

(25)

 A. **REASONABLE SUSPICION:** For the purposes of our regulations, the term "reasonable suspicion" applies to only testing for controlled substances. The term "reasonable cause" applies to testing for consumption and use of alcohol.

B. **JUSTIFICATION OF REASONABLE SUSPICION TESTING:** A trained supervisor may insist on a reasonable suspicion drug or reasonable cause alcohol test any time he or she has a valid and supportable reason to believe that the employee's actions, behavior, appearance or symptoms suggest the use or abuse of illegal or unauthorized drugs and /or alcohol. The trained supervisor must document incidents of reasonable suspicion (for cause) and the justification should include two or more of the indicators contained on the *Supervisor's Incident Report* (AD-102) and as outlined in Paragraph C of this section, except reportable accidents.

1. A trained supervisor is one who has received not less than 60 minutes of initial training in detecting the signs and symptoms of drug use and 60 minutes in detecting the signs and symptoms of alcohol use and abuse.¹²
2. Where possible and practicable, the supervisor making the initial observation shall enlist the assistance of another trained supervisor to confirm their observations within the expectation of employee privacy and confidentiality.
 - a. In cases where it is not possible to obtain eyewitness support, the supervisor may obtain telephone or electronic confirmation of his or her observations.

C. **DRUG OR ALCOHOL SCREENING TESTS:** Approved tests will be required of a specific employee, or group of employees, anytime the City, based upon the observations of a trained supervisor, thinks that such testing may be appropriate, including, but not limited to, the following.¹³

1. Employee absenteeism or tardiness.
2. Accident investigation.
3. Unexplained deterioration of individual job performance.
4. A significant change in the individual's personality.
5. Reports that an individual employee, or group of employees, has been using drugs or alcohol violating this policy.
6. Admission regarding the employee's use of drugs or alcohol.
7. Unexplained absences from the normal workplace when there is reason to suspect drug- or alcohol-related activity violating this policy.
8. Smell or odor suggesting the presence of drugs or alcohol.
9. Behavior suggesting the employee is under the influence of drugs or alcohol.
10. Safety violation including injuries.

¹² 49 CFR, Part 382, Subpart C, §382.307, and Subpart F, §382.603

¹³ §382.307 (a) (b) (c) (d)

VI. POST-ACCIDENT TESTING

Any employee involved in a reportable vehicle accident¹⁴ while operating any vehicle owned or operated by the City of Muskegon may be required to submit to a urine drug screen or Evidential Breath Test. By definition, the City of Muskegon considers an accident reportable when:

- A. **ACCIDENT:** An accident resulted in personal injury requiring medical attention¹⁵, or
- B. **CITATION:** An employee was cited by an investigating law enforcement agency¹⁶, or
- C. Any vehicle or heavy equipment involved in the accident is unable to be driven from the scene under its own power.¹⁷

VII. RANDOM AND PERIODIC SELECTION (CDL's only)

A. **RANDOM SELECTION:** All CDL employees will be included in casual selections of employees to undergo unannounced urine drug screens and alcohol tests. Such casual selections are called "random tests" and selection will be conducted from a pool of eligible workers employed by the City.¹⁸ Selection will be based upon:

- I. **Regulated Selection:** A casual or random draw of the selected employees from a pool containing the last four digits of employee social security numbers of all regulated employees.
 - a. Random drug tests will equal not less than 50 percent of all employees listed within the pool in a calendar year.¹⁹
 - b. Random alcohol tests will equal not less than 25 percent of all employees listed within the pool for at least the first year of operation.
 - c. Random alcohol tests may be selected from those to participate in the drug screen random selection provided:
 - (i.) Each employee within the pool has an equal chance of being selected for either or both tests.
 - (ii.) If industry-wide positive levels exceed more than one (1) percent for two years running, the random alcohol testing rate will increase to fifty (50) percent.
 - (iii.) If industry-wide levels fall below one (1) percent positives for two years running, the random alcohol rate will fall to ten (10) percent.

VIII. TEST LEVELS

For the purposes of these regulations, any employee will be considered to have failed (*with a positive test result*) any administered urine drug screen if, after analysis, test levels exceed the established cut-off levels and show the use of a controlled substance included in Schedule I or II as

¹⁴ §382.303

¹⁵ City of Muskegon Work Rule

¹⁶ 49 CFR, Part 382, Subpart C, §382.303 (a) (2) and (b) (2)

¹⁷ City of Muskegon Work Rule

¹⁸ §382.305 (e) (f)

¹⁹ §382.305 (g)

defined by §802 (6) of Title 21 of the United States Code (Section §802 (6) of Title 21, Food & Drugs); the possession of which is unlawful under Chapter 13 of that Title (§802 et seq. of Title 21). The term "illegal drug" does not mean the use of a controlled substance pursuant to a valid prescription or other uses authorized by law. Valid prescriptions used following the physician's instructions must be recorded and treated as negative test results.

IX. CONFIDENTIALITY

All actions taken by the City of Muskegon under the authority of these regulations will be taken to insure the confidentiality of the employees.²⁰ Information related to investigations, possible employee violations, or drug or alcohol screening test results will be made available only on a strict "need-to-know" basis.

A. **NEED-TO-KNOW:** For the purposes of our regulations, "need-to-know" is limited to:

1. Auditors or Enforcement Officials of the U.S. Department of Transportation, Michigan Department of Transportation, Motor Carrier Division of the Michigan State Police, or
2. The regulation administrator's principal, Specialists Limited, or
3. The appropriate level of management of the Personnel Department of the City of Muskegon, the City Manager and appropriate department head, or
4. The Medical Review Officer responsible for interpreting the results of a urine drug screen, or
5. The Substance Abuse Professional responsible for learning the extent and degree of addiction or dependence on alcohol and drug resulting from a positive alcohol Evidential Breath Test.

B. **CONFIDENTIAL DISCUSSIONS:** All discussions with employees will be conducted as privately as circumstances permit. The employee may exercise his rights under the terms of the collective bargaining agreement to have his or her union representative present, if they so desire. The union representative is bound by the same rules of confidentiality as those with a need-to-know, as shown in Paragraph A., parts 1 through 5 (above).

X. SUSPENSIONS

Any employee, support person, supervisor, or administrator who is sent for an illegal drug or alcohol test may be suspended immediately²¹ (with pay). However, once a test is positive, then appropriate actions will be taken. Successful completion of a voluntary, supervised substance abuse treatment or rehabilitation program will reduce the level of disciplinary action for first time offenders.

A. **POSITIVE TEST RESULTS:** If, first positive test with rehabilitation, there will be no termination; second positive within 18 months may terminate; second positive after 2 years, there will be no termination; third positive any time, will constitute termination.

XI. EMPLOYEE ASSISTANCE

The City of Muskegon actively supports the Employee Assistance concept.²² This program openly promotes the treatment of employees suffering from addiction or abuse problems. As a matter of

²⁰ 49 CFR, Part 382, Subpart D, §382.401

²¹ 49 CFR, Part 382, Subpart E

²² 49 CFR, Part 382, Subpart F

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policy, we provide our employees, support personnel, supervisors and administrators with information regularly. This information will include dangers of abuse, awareness, community and professional efforts and community or private treatment availability. We cannot, however, financially support an employee who voluntarily submits to treatment beyond the benefits normally provided by virtue of our existing health care program, medical insurance or employee assistance program.

A. SUBSTANCE ABUSE ASSESSMENTS: Employees testing positively for alcohol use following an Evidential Breath Test will be afforded the opportunity to undergo an assessment by a licensed and certified Substance Abuse Professional.²³ The Substance Abuse Professional will be trained at minimum to the level of MSW (Masters of Social Work) and preferably be a Clinical Psychologist.

B. THE SUBSTANCE ABUSE PROFESSIONAL may prescribe a treatment or rehabilitation program for a positive tested employee following the initial assessment.

1. A positively tested employee refusing assessment may be terminated from continuing employment.
2. A positively tested employee failing to complete the prescribed treatment plan may be terminated from continuing employment.
3. A positively tested employee testing positive following treatment may be terminated from continuing employment.
4. Frequently, assessments to find an employee's level of addiction or dependency is covered by our existing health care benefit package and we encourage our employees to seek out assistance whenever and wherever possible.
5. The Substance Abuse Professional may not refer the driver to the Substance Abuse Professional's private practice.²⁴

C. REFERRALS: All of our employees are urged to contact our Employee Assistance Provider in cases where:

1. They wish to refer themselves for treatment, or
2. Treatment is recommended by their supervisor or official of the City of Muskegon, or
3. The employee's drug or alcohol tests result in a positive indicator, or
4. They or members of their family show signs of needing assistance or through intervention by family members.

D. EMPLOYEE ASSISTANCE PROVIDER: Our Employee Assistance Provider is tentatively identified as:

Child & Family Services
1352 Terrace
Muskegon MI 49442
Telephone: (231) 726-3582

²³ 49 CFR, Part 382, Subpart F, §382.605

²⁴ §382.605 (e)

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E. **PAY DURING TREATMENT:** Except where specifically authorized in our collective bargaining agreement with the association or our existing benefit package, employees may not collect pay, unless they have been authorized sick or vacation leave.

XII. RETURN TO WORK

The City of Muskegon will attempt to, where possible, return a recovering employee to work. A recovering employee is one who is currently participating in, or has successfully completed, a supervised treatment or rehabilitation program. A return to work is not a guarantee of an employee's previous position or classification. Regulated employees who prove recovery may be reinstated provided our insurance carrier will insure a driver in that capacity and the driver can be licensed according to state and federal law or regulation.

A. **CONTROLLED SUBSTANCE RECOVERY TESTING:** Employees recovering from a controlled substance abuse or addiction will submit to unannounced urine drug screens at least six times in the first 12 months following the driver's return to duty.²⁵

B. **ALCOHOL RECOVERY TESTING:** Employees recovering from alcohol abuse or addiction will submit to unannounced Evidential Breath Tests at least six times within the first year following return to work.²⁶

C. **REGULATION REQUIREMENTS:** The preceding return to work and follow-up testing requirements are regulated by the U.S. Department of Transportation, Federal Highway Administration under 49 CFR, Part 382. These regulations specifically address coverage of employees of local and state units of government, and drivers operating intrastate and interstate.²⁷

²⁵ 49 CFR, Part 382, Subpart F, §382.605 (c) (2) (ii)

²⁶ §382.605 (c) (2) (ii)

²⁷ Federal Register, Vol. 59, No. 31, February 15, 1994, p. 7486

For the City of Muskegon

CITY OF MUSKEGON

ACKNOWLEDGEMENT AND AGREEMENT

The City of Muskegon is a Drug-Free Workplace. Under the terms of the Drug-Free Workplace Act and accompanying federal regulations covering the qualification of drivers and other employees, we are required to give you a copy of our policy.

Please read and sign below that:

- you have received a copy of our regulations, and
- you have read it and been informed of its contents, and
- you have had our regulations explained to you, and
- you have had your questions regarding our regulations answered, and
- you agree to abide by our regulations in all respects.

PLEASE NOTE: The Federal Drug-Free Workplace Act of 1988 requires you to acknowledge and agree to the following:

I acknowledge and agree that I am aware of and agree with the City of Muskegon Muskegon's current administrative regulations regarding controlled substances and alcohol use.²⁸ I also understand that, in some cases, an employee may be terminated for violations of this policy.

Acknowledged and Agreed:

Signature

Print your name here

Date

City of Muskegon

²⁸ 49 CFR, Part 382, Subpart F, §382.601 (c)

INSTRUCTIONS: This form is to be used to advise the employee of an alcohol Evidentiary Breath Test or the collection of a urine sample to conduct tests to determine the presence or absence of controlled substances. This form may only be used in conjunction with the organization's Anti-drug and Alcohol Abuse Personnel Policy and only under the conditions therein. When completed, provides the employee with a copy to present to the collection facility and a copy for their own records. All information disclosed on this form is **CONFIDENTIAL** and must be treated accordingly. The City copy must be retained in the employee's medical file only. Please complete all sections of this form.

EMPLOYER: The employee indicated below is hereby notified that he or she is required to submit the indicated test(s) as required under the provisions of the Anti-drug and Alcohol Abuse Personnel Policy of the City of Muskegon. Failure to report to the collection facility on a timely basis or refusal to submit to the test is considered an admission of a positive test result. Any employee refusing to take the indicated test; who is unjustifiably tardy or fails to report to the collection facility; or who knowingly tampers, alters, or misrepresents the specimen provided will be suspended without pay and/or benefits until such time as the City reviews the facts surrounding the case and makes a final determination.

Under the terms and conditions of the Anti-drug and Alcohol Abuse Personnel Policy of the City of Muskegon, the employee is required to submit to:

- ☐ **EVIDENTIARY BREATHALYZER**
(to determine breath alcohol level)
Must have printed results.
- ☐ **NIDA-5 URINE DRUG SCREEN**
(DOT-mandated to determine use of illegal substances)
- ☐ **NIDA-APPROVED ADDITIONAL URINE DRUG SCREEN (DHHS)**
-approved to determine use of additional substances)
- ☐ **CHEMICAL ANALYSIS OF BLOOD** (to determine blood alcohol level) Printed results.
- ☐ **5-PANEL DRUG URINE SCREEN**
(non-DOT regulated employees).
- ☐ **ANALYSIS OF HAIR FOLLICLE**
(for safety-sensitive or national defense employees only)

PURPOSE: This test is required under the terms of our Anti-drug and Alcohol Abuse Policy Personnel for the following occurrence:

- ☐ **PRE-EMPLOYMENT**
(regulated employee).
- ☐ **RANDOM SELECTION**
- ☐ **POST-ACCIDENT**
(Incident Report required.)
- ☐ **RETURN TO WORK**
- ☐ **POST-JOB OFFER** (prior to reporting for work).
- ☐ **REASONABLE SUSPICION**
(Incident Report required.)
- ☐ **POST-INJURY**
(Incident Report required.)
- ☐ **FOLLOW-UP**

EMPLOYEE: I have read and understand the Anti-drug and Alcohol Abuse Personnel Policy of the City of Muskegon. I acknowledge and agree that the use of illegal, dangerous or controlled substances and/or alcohol immediately before reporting to work or while working is in violation of this policy. I also agree that I am subject to disciplinary action as described in our Anti-drug and Alcohol Abuse Personnel Policy if I test positive for any of the substances described therein.

Further, I readily and voluntarily admit that I am taking, or have recently taken, the medications or substances detailed below. I am providing the City with this information of my own free will so that the City may make a determination if any of these medications or substances affects my ability to perform my job. In the event any of the medications or substances renders me unable to perform my job, I agree to limited or off-duty time until such time as the medications or substances have cleared from my body.

Medication:	Date Taken:
Medication:	Date Taken:
Medication:	Date Taken:
Medication:	Date Taken:

I acknowledge that I am aware of the City's current policy that any employee can be terminated at any time for any reason and that I, too, can terminate my employment with the City at any time for any reason. I further agree to hold the City, its agents, administrators, officers and employees harmless for any and all liability in connection with the testing for drugs and/or alcohol.

Employee Name (print)	Employee Signature	Social Security Number	Date
City Official's Name	Official's Name	Title	Date

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EXHIBIT D

City of Muskegon – Uniform Sick Leave Policy for 54-Hour Firefighters

SICK LEAVE

- Sick leave shall be accumulated at the rate of .05128 hours for each qualified hour of employment during the current calendar year. Employees hired after August 1, 2018 shall accumulate sick leave at the rate of .03419 hours for each qualified hour of employment during the current calendar year. Effective January 1, 2020, all employees shall accumulate sick leave at the rate of .03419 hours for each qualified hour of employment during the current calendar year. "Qualified hours of employment" shall include regularly scheduled work hours, vacation leave, sick leave, holiday leave, personal leave, bereavement leave, and time-off due to work-related injury or illness subject to the limitations below. Sick leave will accrue for overtime hours only to the extent that the employee's regularly scheduled work hours are reduced by extraordinary overtime demands (e.g. snowplowing). Sick leave will not accrue for unpaid absences.
- Accrued sick leave is available to employees upon completion of the employee's initial probation period. Within the probation period for a *new employee*, up to 72 hours "emergency" sick leave may be granted by the employee's department head. Emergency sick leave will be deducted from the employee's accumulated sick leave to date.
- Sick leave may be accumulated up to a maximum of 1,440 hours.
- After an employee has accumulated 1,440 hours of accrued, unused sick leave, then all additional accruals shall be paid annually at the rate of one-hundred percent (100%) of such accrual in excess of 1,440 hours. All payments due under this section shall be based on the employee's accumulated sick leave as of each December 31 and shall be paid annually on or before March 31 of the calendar year next succeeding the accrual. Payments shall be made at the employee's then current pay rate.
- Employees may elect to receive cash payment for an unlimited number of hours of sick leave on January 1.
- All payment due under this section shall be paid at the rate of one-hundred percent (100%). The employee may elect to receive such payment via payroll or to contribute the entire payment to the City's deferred compensation program (457 plans). All payments due under this section shall be paid annually on or before March 31 of the calendar year next succeeding the accrual. Payments shall be made at the employee's then current pay rate.
- A day of sick leave shall be cancelled for each day an employee would have worked during the normal work week, and shall be paid for at the rate an employee would have earned on that particular day, exclusive of overtime. Sick leave shall be taken in increments of one-quarter hour.

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- Sick leave will be taken only for the following reasons:
 - Any illness an employee may contract preventing him/her from performing normally and safely at work;
 - Any illness from contagious disease not duty-related which could affect the health of others;
 - Any injury or illness to the employee's spouse, child, stepchild, mother, father, mother-in-law or father-in-law. At the discretion of the employee's department head, sick leave may be taken for injury/illness to other relatives of the employee. The employer may require verification of sick leave taken for these purposes;
 - Any serious illness to the spouse, child, or stepchild of the employee which requires the employee's absence for duty. At the discretion of the employee's department head, sick leave may be taken for serious illness to other relatives of the employee. The employer may require verification of sick leave taken for these purposes;
 - Any non-duty disability an employee may sustain, except injury sustained while in the employ of another, or an injury sustained during the commission of a felony or high court misdemeanor by the employee.
 - The employer may require verification of sick leave taken in excess of three (3) consecutive duty days. This will not preclude the employer from requesting verification of illness of less than three (3) consecutive days if the employee has shown a pattern that would indicate misuse of sick leave.
 - Any employee who is off at the request of the employer because of an exposure to a contagious disease which is documented from employer's records (for example, hepatitis) shall be paid the regular salary for all lost time, without loss of sick time.
 - An employee's absence from work due to duty-connected disability, for which he/she is receiving compensation, shall not be deducted from his/her sick leave unless he/she shall elect to be paid the difference between Worker's Compensation benefits and his/her normal wage or salary, to be paid out of the operating funds of the department involved, in which event said employee's earned sick leave shall be used at the rate of one-third (1/3) sick leave day for each day of such service-connected disability, until such sick leave accumulation has been exhausted, at which time such payments out of the operating funds of the department involved shall cease, unless the City Commission shall authorize an extension of leave. Checks for such service-connected disability will be issued only upon receipt of a statement signed by the employer's physician to the effect that the injured employee is unable to perform his/her regular duties or such other temporary tasks available in the framework of the City functions.
 - In the event of a confining illness, and provided the sick leave accumulation has been exhausted, the City Manager may authorize an extension of leave to the extent of five (5) days for each year

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of service, not to exceed an additional sixty (60) working days. Provided, however, that, in the case of an employee who shall have been in the City service for more than fifteen (15) years, such additional leave may be extended no to exceed six (6) months, instead of sixty (60) working days.

- No compensation for sick leave will be authorized if the employee fails to notify the department at least one-half (1/2) hour before his/her normal starting time. After notifying their department of their need to take sick leave, employees will not be permitted to change the type of leave taken from sick leave to vacation or personal leave.
- Upon termination of employment under honorable conditions, accrued sick leave will be compensated at the rate of one-hundred percent (100%) of the value of the accumulated sick leave, providing the employee has worked a minimum of twelve (12) months.
- If an employee is absent from work due to duty-connected disability for a period of one-hundred eighty (180) calendar days from the date of injury, said employee will continue to accrue sick leave. This provision may be extended past one-hundred eighty (180) days at the discretion of the employer.
- Employees who are unable to use all of their earned vacation time in a given year may elect to convert unused vacation leave to sick leave. Vacation days converted to sick leave will be treated the same as regular sick leave including the option to cash out accumulated sick leave. All such requests for vacation conversion must be submitted in writing to the employee's department head and, subsequently, the City Manager no later than December 31.
- Employees may not be "out of pay status". Employees who exhaust accumulated sick leave and are subsequently unable to report to work due to illness or disability will be subject to discipline under civil service rules and regulations. An employee who has been granted an approved leave of absence will be considered to be in "active pay status" for purposes of this policy.
- Employees may request to make voluntary contributions of accumulated sick leave to another employee in need. Such requests will be considered on a case-by-case basis by the City Manager. In the event where hourly rates of pay of the affected employees differ by twenty percent (20%) or more, the number of hours added to the recipient's accumulated total will be adjusted to equalize the cost to the City.
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Exhibit E

City of Muskegon Tuition Reimbursement Program

To encourage the professional and personal development of every City of Muskegon employee, the following policy establishes reimbursement for qualified educational expenses and successful completion of undergraduate, graduate and post-graduate courses in accredited colleges or universities.

All full-time employees of the City of Muskegon are eligible for educational assistance in accordance with this policy upon completion of six (6) months of continuous employment prior to the time of course enrollment, and provided that the employee is enrolled in courses which are part of a degree program.

Reimbursement Requirements

Employees interested in participating in this education assistance program must complete the Request for Employee Tuition Reimbursement Form prior to the commencement of any coursework for which the employee desires to be reimbursed.

The employee's department head must approve the reimbursement (in his or her sole discretion) and the employee may be reimbursed for only approved degree programs.

Approved coursework must be completed on the employee's own time.

If approved coursework is only available during the employee's work hours, a schedule of proportional compensatory time may be arranged (in the sole discretion of the employee's department head), provided normal services of the employing department are not disrupted or impaired.

Reimbursement is contingent upon the student earning a passing grade (as defined herein) or confirmation of satisfactory completion of the course from the school when a course is not graded.

Reimbursement Amount

The City of Muskegon will reimburse an employee for 75% of tuition, including required course fees, for all passing grades (as defined herein), with a maximum of \$2,000 per year for undergraduate studies and \$2,500 per year for graduate and post-graduate studies.

Payment may be made to the institution or reimbursed to the employee.

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Failure to satisfy the minimum approved grade will result in denial of payment or reimbursement of monies to the institution for the applicable course(s).

A passing grade is defined as an "A," or "B."

If the course is a "Pass/Fail," a "Pass" is acceptable.

An employee will not be eligible for tuition reimbursement if they withdraw from an approved course or if the approved course is canceled.

The employee is required to immediately notify the Department Head and Human Resources if they withdraw from an approved course or if the course is canceled.

An employee will not receive tuition reimbursement if they terminate employment prior to completion of an approved course.

If the employee receives an incomplete in a course, the employee will have until the end of the following semester in which to complete the work and have the incomplete removed. Failure to complete the work will prohibit the employee from participating in the tuition reimbursement plan and any advance payments received must be repaid to the City of Muskegon.

Application Process

The employee should complete the Request for Tuition Reimbursement Form 14 days prior to each course the employee wants to take in conjunction with this program. The Department Head of the employee's department must approve the request. When completed, the Request for Tuition Reimbursement Form is submitted to the Human Resource Department for review and approval.

Reimbursement Process

Upon completion of the course, applicant must submit, within 45 days, legible copies of the following: (1) College/university invoice or statement indicating fees charged and the amount paid (the invoice must contain the school's name and address. Copies of canceled checks and credit card receipts will not be accepted); and (2) College/university grade card/report indicating the applicant's name, quarter/semester, course name(s) and grade(s) for the term.