CITY OF MUSKEGON

CITY COMMISSION MEETING

NOVEMBER 23, 2021 @ 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, AWARDS, AND PRESENTATIONS:**

A. **Years of Service Award/Recognition**

B. **2021 Lead Program Success**

- □ **PUBLIC COMMENT ON AGENDA ITEMS:**
- □ **CONSENT AGENDA:**

A. **Approval of Minutes** City Clerk

B. **DDA/BRA Board Resignation** City Clerk

C. **First Quarter Budget Reforecast** Finance

D. **Extension of the CDBG Program Administration Agreement between Norton Shores and City of Muskegon for Fiscal Year 2021** CNS

E. **Brownfield Development & Reimbursement Agreement, Adelaide Pointe QOZB, LLC (Adelaide Pointe Project) 1148 and 1204 West Western Avenue** Economic Development

F. **Brownfield Development & Reimbursement Agreement, Viridian Land Shores Co, LLC (Viridian Shores at Harbor 31 Redevelopment Project), 150 Viridian Drive** Economic Development

G. **Brownfield Development & Reimbursement Agreement, Ryerson Creek Land Co, LLC (Trilogy Senior Housing Redevelopment Project), 60 Viridian Drive** Economic Development

H. **MMRMA Settlement Agreement** EEO & Employee Relations

I. **Bridge Bundle #1 – Removal of Ottawa Bridge** Public Works

J. **Sale – 434 Abbey Street** Planning

K. **Approve the re-assignment of Building Contract for 769 Catawba Avenue** CNS

L. **880 First Street Development and Purchase Agreement** Economic Development

M. **Project Capital Contributions** City Manager

N. **Environmental Work – Former Farmers Market Site** City Manager

□ **PUBLIC HEARINGS:**

□ **UNFINISHED BUSINESS:**

A. **Amendment to Lakeside Form Based Code – Marihuana Facilities** Planning – 2ND READING

□ **NEW BUSINESS:**

A. **2022 POLC Contract** City Manager

B. **1183 Terrace Street – Purchase** City Manager

□ **ANY OTHER BUSINESS:**

□ **PUBLIC COMMENT ON NON-AGENDA ITEMS:**

► **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 7-1-1-22 TO REQUEST A REPRESENTATIVE TO DIAL (231) 724-6705.

2021

SERVICE AWARD RECIPIENTS

25 Years
- Joseph Buckingham
- Wyatt Eggleton
- Dennis Lord
- Robert Lukos
- Timothy Malotke
- Keith Stratton

20 Years
- Timothy Titus

15 Years
- Nicholas Hibbard
- Gayle Hubsel
- Keith McMillan
- Bryan Prindle
- Lucas Ricco

10 Years
- Max Beegle
- Joshua Parmer

5 Years
- Matthew Beerman
- Daniel Dennis
- Michael Edens
- Timothy Harvey
- Jillian Hernandez
- Jacob Mouw
- Daniel Oleniczak
- Melissa Potter
- Samantha Pulos

Congratulations and Thank You!

We congratulate, and thank each of you with deepest gratitude for your distinguished service, loyalty, and dedication to the Citizens and Staff of the City of Muskegon

Lead Safe Muskegon

#1 in Michigan for Lead Abatement

Community and Neighborhood Services couldn't have accomplished this monumental goal without:

Sharonda Carson

Ashley Briggs

Stevie Parcell

Finance Department

Department of Public Works

Public Health—Muskegon County

Nassau Construction

Across the Board Construction

Badgerow's Painting Plus

Vicky Luthy

McQueen Builders

AAA Inspections

Michael Jacobson & Michigan DHHS

Grey Space Construction

Maintenance Unlimited

Shields Plumbing

Delta Hotels by Marriott

Analytical Testing and Consulting

SanAir Technologies Laboratory

Trace Analytical Laboratories

SAFEbuilt

Quality Inn

Fairfield Inn

Thank you!

WATCH MUSKEGON

Agenda Item Review Form

Muskegon City Commission

Commission Meeting Date: November 23, 2021	Title: Approval of Minutes
Submitted By: Ann Marie Meisch, MMC	Department: City Clerk
Brief Summary: To approve the minutes of the November 8, 2021 Worksession and the November 9, 2021 Regular Meeting.	
Detailed Summary: N/A	
Amount Requested: N/A	Amount Budgeted: N/A
Fund(s) or Account(s): N/A	Fund(s) or Account(s): N/A
Recommended Motion: To approve the minutes.	
For City Clerk Use Only: Commission Action:	

CITY OF MUSKEGON
CITY COMMISSION WORKSESSION

Monday, November 8, 2021
5:30 p.m.
City Commission Chambers
933 Terrace Street, Muskegon, MI 49440

MINUTES

2021-99

Present: Mayor Gawron, Vice Mayor Hood, Commissioners Rinsema-Sybenga, Emory, Johnson, and German

Absent: Commissioner Ramsey

Solid Waste Ordinance Amendment
Staff is seeking approval of an amendment to Chapter 70, Article II of the Code of Ordinance in coordination with the revised Sanitation Policy.
The newly adopted Sanitation Policy includes revised times when refuse collection carts can be placed at the curb and restricts where the carts can be stored. Staff is seeking a change to the Solid Waste Ordinance to match the new standards. A summary of requirements for storage of refuse collection carts in neighboring cities is included for reference. Staff will continue to seek compliance through issuance of warnings when the ordinance is not followed and will assist neighbors who have individual hardships related to this ordinance.

Discussion took place regarding the proposed amendment to the Solid Waste Ordinance and this item will be considered at the regular meeting scheduled for November 9, 2021.

Utility Connection Fee Proposal
Staff is seeking input on a new policy to standardize utility connection fee waivers for developments within the city.
At the request of the City Manager, the Tax Incentive Committee has continued to review and make recommendations for standardizing our tax incentive policies in the City of Muskegon. Our most recent effort is specifically dedicated to utility connection fees. As with the previous revisions shared with the commission, the document outlines a more standardized method for determining fee waivers where lower fees are charged to developments that meet more of the city's goals. Also, in line with the previous revision, the proposal is for these developments to be reviewed by the tax incentive committee with a recommendation provided to the City Commission.

Discussion took place.

Inclusive Zoning
Staff is requesting further consideration and direction on expansion of inclusive zoning to the Angell, Jackson Hill, McLaughlin, and Nims neighborhoods.
Staff was given direction to offer more education to our neighbors on this topic. In response, staff has done the following:

- Developed and recorded a presentation https://www.youtube.com/watch?v=rHLVQS6IF24
- Shared the presentation on the city's website, on social media, and with the affected neighborhood associations (The original Facebook post has been shared 28 times, and the website has been accessed 237 times.)
- Held a public meeting for neighbors in four affected neighborhoods on October 18
- Provided an email address and phone number for comments
- Heard comments and deliberation at the October Planning Commission meeting
- Heard comments during a public hearing at the October 26 City Commission meeting

A summary of the comments received has been shared with commissioners, and staff now seeks guidance on how to proceed with a recommendation for expanding the Urban Residential zoning.

Discussion took place.

Public Comment: Public comments were received.

Adjournment: The Worksession meeting adjourned at 7:15 p.m.

Respectfully Submitted,

Ann Marie Meisch, MMC – City Clerk

CITY OF MUSKEGON

CITY COMMISSION MEETING

NOVEMBER 9, 2021 @ 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 9, 2021, Pastor Ryan Plantz, Evanston Avenue Baptist Church, opened the meeting with a prayer, after which the Commission and public recited the Pledge of Allegiance to the Flag.

ROLL CALL FOR THE REGULAR COMMISSION MEETING:

Present: Mayor Stephen J. Gawron, Vice Mayor Eric Hood, Commissioners Dan Rinsema-Sybenga, Willie German, Jr., Michael Ramsey, Ken Johnson, and Teresa Emory, City Manager Frank Peterson, City Attorney John Schrier, and Deputy City Clerk Kimberly Young.

Absent: None

PUBLIC COMMENT ON AGENDA ITEMS: Public comments were received.

2021-100 CONSENT AGENDA:

A. <u>Approval of Minutes</u> City Clerk

SUMMARY OF REQUEST: To approve the minutes of the October 26, 2021 Regular Meeting.

STAFF RECOMMENDATION: To approve the minutes.

B. <u>On-Premise Tasting Room Permit for West Michigan Rum Company, LLC</u> City Clerk

SUMMARY OF REQUEST: To adopt a resolution approving a new On-Premise Tasting Room Permit for West Michigan Rum Company, LLC at 333 W. Western Avenue, Suites 2 & 4, Muskegon, MI 49440.

STAFF RECOMMENDATION: To adopt the resolution for a new On-Premise Tasting Room Permit for West Michigan Rum Company, LLC at 333 W. Western Avenue, Suites 2 & 4, Muskegon, MI 49440.

E. <u>Peck Street Change Order #005</u> DPW

SUMMARY OF REQUEST: Staff is requesting approval of Change Order #005 on the Peck Street project as the overall project has exceeded staff approval levels for change orders.

Change Order #005 represents several minor adjustments needed on the project as a result of the continuing work. These items are all assigned as city responsibility as opposed to the bulk of the additional work to date on the project which is the responsibility of Muskegon Public Schools.

It is anticipated that there will be one additional Change Order needed to complete this project which will balance all final quantities upon full completion and acceptance of work.

Change Order #005 is brought for consideration by the Commission as this project in total has exceeded the staff approval thresholds for Change Orders, primarily because of the additional work for MPS.

The "Amount Budgeted" noted below is a snapshot of the project contingency prior to approval of this change order. If approved the remaining contingency will drop to $63,090.94.

AMOUNT REQUESTED: $26,678.30 AMOUNT BUDGETED: $89,769.24

FUND OR ACCOUNT: 591-60558-5219

STAFF RECOMMENDATION: Authorize staff to approve Change order #005 to Project 92010 in the amount of $26,678.30 for the additional work as noted.

F. <u>Liquid Sodium Hypochlorite – Change Order #002</u> Public Works-Filtration

SUMMARY OF REQUEST: Staff is requesting authorization to accept the temporary price increase of liquid sodium hypochlorite from Alexander Chemical.

The Water Filtration Plant uses sodium hypochlorite in the production of drinking water. The application of sodium hypochlorite is one of several crucial processes used to inactivate or remove pathogens from the water. Since 1996, the Water Filtration Plan has solicited competitive bids for water treatment chemicals jointly with the cities of Grand Haven, Grand Rapids, Holland, Muskegon Heights, and Wyoming.

Major disruptions in the liquid sodium hypochlorite supply chain have been exacerbated by Hurricane Ida. Our supplier of liquid sodium hypochlorite, Alexander Chemical, has been able to obtain a limited supply of these materials in order to keep us supplied. However, it has come at an increased cost due to rising material prices. This is an industry-wide problem, and similar challenges would be experienced with any of the other companies that provided quotes for the work.

At the July 13, 2021 meeting, the Commission approved a change order from Alexander Chemical for a temporary price increase from $156.67 per ton to

$205.58 per ton. Alexander Chemical is requesting another temporary price increase until the market stabilizes and pricing comes back in line. Alexander requests a temporary increase to $290.00 per ton. Grand Rapids holds the master agreement for the purchasing cooperative and has already approved this change order.

Prior to this price increase, the Water Filtration Plan has spent $35,054.02 to procure liquid sodium hypochlorite. If this temporary price increase remains in effect for the remainder of the fiscal year, it is estimated an additional $86,420.00 will be spent, bringing the FY 21-22 total cost to $121,474.02. Liquid sodium hypochlorite is included in the budget, but the actual amount spent will depend on the volume of the water treated, the quality of the source water, and the duration of the temporary price increase. The additional amount requested will be addressed in a budget reforecast if necessary.

AMOUNT REQUESTED: $121,474.02(estimate) ($27,729.54 over last request)

AMOUNT BUDGETED: $72,864.00

FUND OR ACCOUNT: 591-60558-5219

STAFF RECOMMENDATION: Authorize staff to purchase liquid sodium hypochlorite from Alexander Chemical at a temporary increased price of $290.00 per ton.

Motion by Commissioner Rinsema-Sybenga, second by Vice Mayor Hood, to accept the consent agenda as presented minus items, C and D.

ROLL VOTE: Ayes: Rinsema-Sybenga, Emory, Johnson, Gawron, Hood, Ramsey, and German

Nays: None

MOTION PASSES

2021-101 REMOVED FROM CONSENT AGENDA:

C. <u>Non-Union Pay/Benefits</u> City Manager

SUMMARY OF REQUEST: Staff is seeking approval of the 2022 Non-Union Employee Wage and Benefit Program as detailed below.

With CPI expected to be between 3% and 4%, we are seeking approval of the following:

1. 2.0% wage adjustment
2. Increase the employee residency incentive from 4.5% to 6%.
3. .5% lump sum payment for all non-union staff.
4. Additional 1.0% lump sum payment for <u>all vaccinated staff</u>. This would be payable the first payroll in January; unvaccinated staff will have time to complete their vaccinations.

5. Every March, employees are able to cash out a portion of the value of their accrued and unused sick time. To receive the full value, the employee is required to deposit the proceeds directly into a retirement savings account or a dependent college savings fund. We are asking to make a permanent change to remove the requirement to invest those funds into either of those savings accounts. This should be cost-neutral to the city.
6. No budget amendment will be necessary.

Note: Due to pandemic concerns, no wage adjustment was granted to non-union staff in 2021.

FUND OR ACCOUNT: Various

STAFF RECOMMENDATION: Approve the wage and benefit program as detailed.

Motion by Commissioner German, second by Commissioner Rinsema-Sybenga, to approve the wage and benefit program as detailed.

ROLL VOTE: Ayes: Emory, Johnson, Gawron, Hood, Ramsey, German, and Rinsema-Sybenga

Nays: None

MOTION PASSES

D. <u>Solid Waste Ordinance Amendment</u> City Manager

SUMMARY OF REQUEST: Staff is seeking approval of an amendment to Chapter 70, Article II of the Code of Ordinances in coordination with the revised Sanitation Policy.

The newly adopted Sanitation Policy includes revised times when refuse collection carts can be placed at the curb and restricts where the carts can be stored. Staff is seeking a change to the Solid Waste ordinance to match the new standards. A summary of requirements for storage of refuse collection carts in neighboring cities is included for reference. Staff will continue to seek compliance through issuance of warnings when the ordinance is not followed and will assist neighbors who have individual hardship related to this ordinance.

STAFF RECOMMENDATION: To amend and adopt Chapter 70, Article II, Section 31(a) of the Code of Ordinances for Solid Waste.

Motion by Commissioner Ramsey, second by Commissioner Rinsema-Sybenga, to amend and adopt Chapter 70, Article II, Section 31(a) of the Code of Ordinances for Solid Waste.

ROLL VOTE: Ayes: Emory, Johnson, Gawron, Hood, Ramsey, German, and Rinsema-Sybenga

Nays: None

MOTION PASSES

2021-102 NEW BUSINESS:

A. <u>Amendment to Lakeside Form Based Code – Marihuana Facilities</u>
Planning

SUMMARY OF REQUEST: Staff initiated request to amend the Lakeside Form Based Code to allow caregivers, microbusinesses, designated consumption establishments, class A recreational grows, class B recreational grows, class A medical grows and temporary marihuana events as a special use permitted in the Lakeside Commercial and Lakeside Heavy Commercial context areas.

The Planning Commissions motion to recommend approval of the request ended in a tie, with three Commissioners voting yes and three commissioners voting no, with three Commissioners absent.

Staff presented this idea to the City Commission at the September work session.

STAFF RECOMMENDATION: To approve the request to amend the Lakeside Form Based Code to allow caregivers, microbusinesses, designated consumption establishments, class A recreational grows, class B recreational grows, class A medical grows and temporary marihuana events as a special use permitted in the Lakeside Commercial and Lakeside Heavy Commercial context areas.

Motion by Commissioner Ramsey, second by Vice Mayor Hood, to approve the request to amend the Lakeside Form Based Code to allow caregivers, microbusinesses, designated consumption establishments, class A recreational grows, class B recreational grow, class A medical grows and temporary marihuana events as a special use permitted in the Lakeside Commercial and Lakeside Heavy Commercial context areas.

ROLL VOTE: Ayes: Hood, Ramsey, German, Rinsema-Sybenga, and Johnson

Nays: Gawron and Emory

MOTION PASSES

SECOND READING REQUIRED.

ANY OTHER BUSINESS:

Commissioner Ramsey requested a progress report for the Watermark building at the next meeting. Commissioner Rinsema-Sybenga advised the City Commission that staff has started the process for appointments and re-appointments to the Community Relations Commission Boards and Committees. Commissioner Johnson thanked Commissioner Rinsema-Sybenga for his leadership on the Community Relations Committee and his excellent work as chair of the CRC.

PUBLIC COMMENT ON NON-AGENDA ITEMS: Public comments were received.

ADJOURNMENT: The City Commission meeting adjourned at 6:33 p.m.

Respectfully Submitted,

Kimberly Young, Deputy City Clerk

WATCH MUSKEGON

Agenda Item Review Form

Muskegon City Commission

Commission Meeting Date: November 23, 2021	Title: DDA/BRA Board Resignation
Submitted By: Ann Marie Meisch	Department: Clerk
Brief Summary: To accept the resignation of Francena DePung from the Downtown Development Authority/Brownfield Redevelopment Board, effective immediately. Term expires 1/31/2023	
Detailed Summary:	
Amount Requested: N/A	Amount Budgeted: N/A
Fund(s) or Account(s): N/A	Fund(s) or Account(s): N/A
Recommended Motion: To accept the resignation.	
For City Clerk Use Only: Commission Action:	

November 16, 2021

CITY OF MUSKEGON
933 TERRACET STREET
MUSKEGON, MI 49440

Re: Muskegon Downtown Development Authority

To Whom It May Concern,
I, Francena A. DePung will be resigning from the Muskegon Downtown Development Authority Board effective immediately.

Thank you,

Francena A. DePung

WATCH MUSKEGON

Agenda Item Review Form

Muskegon City Commission

Commission Meeting Date: November 23, 2021	Title: 1st Quarter Budget Reforecast
Submitted By: Kenneth Grant	Department: Finance

Brief Summary: At this time staff is asking for approval of the 1st Quarter Budget Reforecast for the FY2021-22 budget year. In the General Fund we are now projecting revenues of $34,335,322 and expenses of $36,081,416 for a net loss of $1,746,094

Detailed Summary: Please see the Finance Director's 1st Quarter Budget Reforecast Highlights attached.

Amount Requested: n/a	Amount Budgeted: n/a
Fund(s) or Account(s):	Fund(s) or Account(s):

Recommended Motion: To approve the 1st Quarter FY2021-22 Budget Reforecast as presented.

Check if the following Departments need to approve the item first:

Police Dept. ☐

Fire Dept. ☐

IT Dept. ☐

For City Clerk Use Only:

Commission Action:

WATCH MUSKEGON

Memo

To: City Commission

From: Finance Director

Date: 11/16/2021

Re: 1st Quarter Budget Reforecast FY2021-22 - Highlights

General Fund

Revenues:

Paid Beach Parking was increased from $500,000 to $700,000. For the first quarter have already collected $524,000. We expect to collect another $176,000 once Beach Parking starts up in Spring 2022.

Traffic Fines & Fees were increased from $135,000 to $200,000. This increase is mostly due to enforcement of paid beach parking.

The Downtown Social District expects to collect more revenue in its second year we are increasing revenue to $100,000.00 from $36,750.00.

Expenses:

Commission approved the purchase of two fire trucks at the September 14, 2021 meeting. The ladder truck which costed $1,370,873 will be financed for the next 5 years. This fiscal year the costs will be $215,055 which is reflected in the Fire Departments budget. The second truck has been added as Capital Project.

Commission also approved an Aquarium Feasibility Study of $75,000 which is reflected in the Planning Department's budget.

- Several Capital projects have been added to the General Fund:
- Fire Truck Heavy Duty Rescue Pumper $738,966
- Police Body Cams rollover from last fiscal year $270,000.

- Laketon Trail Lighting $100,000.

- Reese & Beukema park upgrades $700,000 funded by Beach Park revenue.

MAJOR STREET FUND

The City is expecting to receive $360,000 from Muskegon Public Schools to pay for our expenses on the old Hackley Hospital campus.

MERCY HEALTH ARENA FUND

The Arena received a $625,498 federal grant to assist with revenue loss during the pandemic. The Arena will use these funds to help purchase a new Ice Rink Refrigeration unit.

WATER AND SEWER FUNDS

Water Revenue:

The City received a $200,000 DWAM Grant for water projects.

Sewer Expenses:

Lowered Muskegon County Wastewater Treatment costs to $5,500,000. Originally budgeted for $6,000,000.

Adjustments were made for projects actual bid costs in both funds.

BUDGET REPORT FOR CITY OF MUSKEGON
GENERAL FUND 1ST QUARTER REFORECAST AND 2021-22 BUDGET

ESTIMATED REVENUES
Dept 00000

GL NUMBER AND BUDGET CLASSIFICATION	DESCRIPTION	2019-20 ACTIVITY	2020-21 ACTIVITY	2021-22 ORIGINAL BUDGET	2021-22 AMENDED BUDGET	Sep 30, 2021 ACTUAL EXPENSES	Sep 30, 2020 ACTUAL EXPENSE	2021-22 1st QUARTER REFORECAST
101-00000-4100	PROPERTY TAX	5,460,339	5,661,335	5,938,754	5,938,754	-	-	5,938,754
101-00000-4102	IN LIEU OF TAX	132,023	125,246	132,022	132,022	-	-	132,022
101-00000-4103	IFT/CFT TAX	128,212	211,811	200,000	200,000	-	-	200,000
101-00000-4104	PROPERTY TAX SANITATION	1,618,369	1,685,544	1,767,000	1,767,000	-	-	1,767,000
101-00000-4140	INCOME TAX	9,137,714	9,256,826	9,100,000	9,100,000	2,101,719	2,242,220	9,100,000
101-00000-4161	SPECIAL ASSESSMENTS	294,908	277,604	211,000	211,000	17,342	20,132	211,000
101-00000-4202	BUSINESS LICENSES & PERMITS	42,520	45,415	43,000	43,000	6,370	6,190	43,000
101-00000-4203	LIQUOR LICENSES & TAX REBATE	46,412	44,223	45,000	45,000	36,303	35,039	45,000
101-00000-4204	CABLE TV LICENSES OR FEES	361,405	374,219	370,000	370,000	-	-	370,000
101-00000-4205	HOUSING LICENSES	-	(325)	-	-	-	-	-
101-00000-4206	INSPECTION FEE	1,759	(794)	-	-	-	8	-
101-00000-4207	CEMETERY-BURIAL PERMITS	76,615	74,435	80,000	80,000	24,060	21,650	80,000
101-00000-4208	BUILDING PERMITS	911,057	683,883	800,000	800,000	209,897	172,957	800,000
101-00000-4209	ELECTRICAL PERMITS	172,531	194,056	201,000	201,000	32,816	41,256	201,000
101-00000-4210	PLUMBING PERMITS	103,139	99,165	98,000	98,000	17,701	20,586	98,000
101-00000-4211	HEATING PERMITS	144,730	136,858	146,000	146,000	27,697	31,655	146,000
101-00000-4213	RENTAL PROPERTY REGISTRATION	335,448	361,935	380,000	380,000	94,880	79,555	380,000
101-00000-4215	CNS INSPECTIONS	350	-			-	-	
101-00000-4217	SHORT TERM RENTALS	4,390	21,410	10,000	10,000	1,240	8,750	10,000
101-00000-4221	VACANT BUILDING FEE	60,570	6,100	3,500	3,500	20,485	2,100	45,000
101-00000-4224	TEMPORARY LIQUOR LICENSE	3,145	1,585	5,000	5,000	725	75	5,000
101-00000-4230	MARIHUANA FACILITIES LICENSE	143,300	189,200	102,500	102,500	59,400	37,000	102,500
101-00000-4300	FEDERAL GRANTS	147,191	1,667,920	333,344	333,344	33,126	1,258,773	333,344
101-00000-4400	STATE GRANTS	16,174	116,004	124,000	124,000	19,879	12,910	124,000
101-00000-4405	STATE REPLACEMENT REV FOR PPT	897,416	902,501	800,000	800,000	-	-	800,000
101-00000-4502	STATE SALES TAX CONSTITUTIONAL	3,336,275	3,561,393	3,203,063	3,203,063	-	-	3,203,063
101-00000-4503	STATE CVTRS/EVIP PAYMENTS	781,660	1,172,495	1,195,945	1,195,945	-	-	1,195,945
101-00000-4601	CITY SERVICE FOR ENTERPRISE FUNDS	482,292	482,292	530,519	530,519	132,630	120,573	530,519
101-00000-4603	TAX COLLECTION FEE	350,742	369,323	327,000	327,000	35,018	34,868	327,000
101-00000-4604	GARBAGE COLLECTION	49,820	59,351	49,000	49,000	15,260	(6,786)	49,000
101-00000-4606	ADMINISTRATION FEES	310,000	310,000	310,000	310,000	77,500	77,500	310,000
101-00000-4607	REIMBURSEMENT ELECTIONS	50,142	75	-	-	-	25	-
101-00000-4608	INDIRECT COST ALLOCATION	1,066,967	1,278,590	1,481,624	1,481,624	360,029	319,647	1,481,624
101-00000-4609	PROCUREMENT CARD REBATE	57,361	63,880	60,000	60,000	-	-	60,000
101-00000-4611	SPECIAL EVENTS REIMBURSEMENT	61,625	(34,762)	50,000	50,000	11,010	424	50,000
101-00000-4612	CEMETERY SALE OF LOTS	28,440	46,439	30,000	30,000	10,945	14,225	30,000
101-00000-4613	HARBOR TOWN DOCKOMINIUMS	-	-	-	-	-	-	-
101-00000-4614	REIMBURSEMENT LOT CLEAN UP	-	-	2,000	2,000	-	-	2,000
101-00000-4615	POLICE DEPARTMENT INCOME	98,926	109,449	106,500	106,500	19,029	11,709	106,500
101-00000-4617	FIRE DEPARTMENT INCOME	811	6,354	4,000	4,000	5,098	6,000	12,000
101-00000-4619	MISC. SALES AND SERVICES	21,286	9,188	22,000	22,000	6,950	2,900	22,000
101-00000-4620	FIRE PROTECTION-STATE PROP	173,718	119,574	119,574	119,574	-	-	119,574
101-00000-4621	ZONING & ENCROACHMENT FEES	12,155	17,880	17,300	17,300	4,170	4,670	17,300
101-00000-4622	MISC. CLERK FEES	1,329	1,387	2,000	2,000	7,814	148	8,000
101-00000-4623	TOWNSHIP ELECCTRICAL INSPECTIONS	-	-			-	-	
101-00000-4624	TAX ABATEMENT APPLICATION FEES	8,890	4,085	14,400	14,400	6,050	115	14,400
101-00000-4625	MISC. TREAS. FEES	49,722	39,078	30,000	30,000	2,893	2,814	30,000
101-00000-4631	REIMBURSEMENT SCHOOL OFFICER	16,962	21,503	24,200	24,200	2,769	-	24,200
101-00000-4633	OBSOLETE PROPERTY FEES	2,000	-	-	-	-	-	-
101-00000-4634	PASSPORTS	63,520	5,555	40,000	40,000	13,110	-	40,000
101-00000-4635	START UP CHARGE/REFUSE	6,327	10,949	7,000	7,000	1,870	2,970	7,000
101-00000-4636	REFUSE BAG & BULK SALES	23,497	34,947	30,000	30,000	10,821	9,192	30,000
101-00000-4637	APPLIANCE STICKER	75	29	100	100	-	25	100
101-00000-4638	MISC. SALES CHARGE/REFUSE	257,108	330,383	318,000	318,000	84,586	78,044	318,000
101-00000-4642	LIEN LOOK UPS	17,455	18,540	12,000	12,000	3,226	6,000	12,000
101-00000-4643	SOCCER	-	-	-	-	-	-	-
101-00000-4644	DOWNTOWN PARKING	1,650	850	-	-	100	50	-
101-00000-4646	CONCESSIONS PARKING					(500)		
101-00000-4648	FALSE ALARM FEES/POLICE	6,780	5,880	7,000	7,000	1,950	1,455	7,000
101-00000-4649	CEMETERY-MISC. INCOME	16,383	34,956	16,000	16,000	13,244	11,690	16,000
101-00000-4650	DOWNTOWN SOCIAL DISTRICT	-	7,281	36,750	36,750	66,202	-	100,000
101-00000-4651	REIMBURSEMENT LOT MOWING	124	-	5,000	5,000	-	2,065	5,000
101-00000-4652	MUSK HEIGHTS ZONING	5,670	11,270	15,000	15,000	-	-	15,000
101-00000-4654	FIRE RESPONSE FEE	870	9,980	10,000	10,000	1,500	-	10,000
101-00000-4655	PAID BEACH PARKING	146,821	543,794	500,000	500,000	524,743	315,361	700,000
101-00000-4656	SITE PLAN REVIEW	7,600	8,900	5,800	5,800	2,800	1,500	5,800
101-00000-4657	COLUMBARIUM NICHE	-	900	-	-	-	900	-
101-00000-4658	IMPOUND FEES	38,293	46,309	40,000	40,000	9,798	12,777	40,000
101-00000-4659	CODE ENFORCEMENT LABOR	25,990	25,766	30,000	30,000	8,595	7,891	30,000
101-00000-4660	MISC RECREATION INCOME	6,984	14,040	8,000	8,000	2,483	350	8,000
101-00000-4661	LEASE GREAT LAKES NAVAL MEMORIAL	-	-	15,000	15,000	-	-	15,000
101-00000-4665	LEASE BILLBOARDS	6,800	2,000	6,800	6,800	-	-	6,800
101-00000-4666	SNOW PLOWING -DOWNTOWN BID	48,500	61,935	68,750	68,750	-	24,050	68,750
101-00000-4669	SMITH RYERSON	5,302	10,462	12,000	12,000	6,687	811	12,000
101-00000-4670	PICNIC SHELTER	4,774	9,507	22,000	22,000	4,349	636	22,000
101-00000-4671	MCGRAFT PARK	44,637	48,016	97,000	97,000	7,846	(84)	97,000
101-00000-4672	SAFEBUILT LOT MOWING	1,685	6,418	5,000	5,000	358	2,106	5,000
101-00000-4673	RENTAL - CENTRAL DISPATCH	56,772	101,084	480,708	480,708	120,177	28,534	480,708
101-00000-4674	RENTAL - CITY HALL	24,783	29,060	15,000	15,000	6,052	8,534	15,000
101-00000-4676	SAFEBUILT - TRASH PICKUP	2,702	4,306	2,500	2,500	429	574	2,500
101-00000-4677	RENT	-	1,000	-	-	-	-	-

BUDGET REPORT FOR CITY OF MUSKEGON
GENERAL FUND 1ST QUARTER REFORECAST AND 2021-22 BUDGET

GL NUMBER AND BUDGET CLASSIFICATION	DESCRIPTION	2019-20 ACTIVITY	2020-21 ACTIVITY	2021-22 ORIGINAL BUDGET	2021-22 AMENDED BUDGET	Sep 30, 2021 ACTUAL EXPENSES	Sep 30, 2020 ACTUAL EXPENSE	2021-22 1st QUARTER REFORECAST
101-00000-4678	PLANNING DEPT ENFORCEMENT	-	-	**-**	**-**	-	-	**-**
101-00000-4679	CODE ENFORCEMENT ADMIN	27,179	23,891	**30,000**	**30,000**	9,478	7,734	**30,000**
101-00000-4690	KITCHEN 242 RENTAL	400	-	**-**	**-**	-	-	**-**
101-00000-4701	INCOME TAX-PENALTY & INTEREST	201,614	286,818	**200,000**	**200,000**	43,558	61,400	**200,000**
101-00000-4702	DELINQUENT FEES	18,123	15,574	**20,000**	**20,000**	-	-	**20,000**
101-00000-4704	PENALTIES/INTEREST/FINES	7,991	11,829	**5,000**	**5,000**	3,454	2,595	**5,000**
101-00000-4706	LATE FEE ON INVOICES OVER 45 DAYS	3,015	4,350	**6,000**	**6,000**	1,344	1,125	**6,000**
101-00000-4708	LATE FEE ON RENTAL REGISTRATION	13,233	15,010	**7,500**	**7,500**	5,112	1,210	**7,500**
101-00000-4751	CIVIL INFRACTIONS	21,978	18,057	**15,000**	**15,000**	9,619	4,822	**15,000**
101-00000-4754	TRAFFIC FINES & FEES	76,543	149,864	**135,000**	**135,000**	142,821	70,902	**200,000**
101-00000-4755	COURT FEES	83,061	97,979	**120,000**	**120,000**	14,065	16,078	**120,000**
101-00000-4758	CRITICAL DUNE FEES	15,700	3,700	**2,200**	**2,200**	2,200	-	**2,200**
101-00000-4759	STORM WATER FEES	-						**10,000**
101-00000-4800	MISC. & SUNDRY	6,284	8,562	**12,000**	**12,000**	789	4,841	**12,000**
101-00000-4801	CASH OVER/SHORT					4		
101-00000-4802	REIMB:DEMOS AND BOARD-UPS	6,941	11,127	**45,000**	**45,000**	150	540	**45,000**
101-00000-4803	CDBG PROGRAM REIMBURSEMENTS	475,892	484,427	**393,910**	**393,910**	-	-	**393,910**
101-00000-4805	CONTRIBUTIONS	4,075	54,850	**20,000**	**20,000**	54,421	3,665	**20,000**
101-00000-4806	BIKE/PROPERTY AUCTIONS-POLICE	28,818	385	**1,000**	**1,000**	76	-	**500**
101-00000-4811	FISHERMANS LANDING REIMBURSEMENT	24,842	23,706	**17,500**	**17,500**	-	-	**17,500**
101-00000-4814	PROMOTIONAL PRODUCTS	219	38	**14,500**	**14,500**	-	10	**-**
101-00000-4816	CONTRIBUTIONS/MARIHUANA STREET LIGHTS	-	66,965	**30,000**	**30,000**	21,758	-	**30,000**
101-00000-4818	RECOVERY OF BAD DEBT	4,555	2,997	**1,000**	**1,000**	1,460	710	**1,000**
101-00000-4820	MARIHUANA CONTRIBUTIONS	-	1,250	**12,000**	**12,000**	-	-	**12,000**
101-00000-4821	CONTRIBUTIONS/GRANTS	17,327	433,580	**-**	**-**	-	-	**-**
101-00000-4823	CONTRIBUTIONS - DISC GOLF COURSE IMPROVE	825	2,300	**-**	**-**	-	2,300	**-**
101-00000-4825	CONTRIBUTIONS - VETERAN'S PARK MAINT	16,811	12,904	**18,500**	**18,500**	-	-	**18,500**
101-00000-4828	DONATION - POLICE DEPT	-	-	**-**	**-**	-	-	**-**
101-00000-4829	COMMUNITY FOUNDATION GRANT - MCGRAFT PAR	9,982	10,144	**10,000**	**10,000**	-	-	**10,000**
101-00000-4832	CONSUMERS ENERGY ESSENTIAL SERVICES	-	-	**-**	**-**	-	-	**-**
101-00000-4841	GRANT: COMMUNITY FOUNDATION	-	-	**25,534**	**25,534**	-	-	**25,534**
101-00000-4902	OP. TRANS FROM SPECIAL REVENUE	180,000	175,000	**275,000**	**275,000**	-	-	**275,000**
101-00000-4903	OP. TRANS FROM DEBT SERVICE	40,000	50,000	**180,000**	**180,000**	12,500	12,500	**180,000**
101-00000-4904	OP. TRANS FROM CAPITAL PROJECTS	-	-	**900,000**	**900,000**	-	-	**900,000**
101-00000-4961	BOND PROCEEDS	-	7,152,424	**1,085,275**	**1,085,275**	-	-	**1,085,275**
101-00000-4970	INTEREST INCOME	153,093	98,623	**100,000**	**100,000**	18,048	20,164	**100,000**
101-00000-4971	GAIN ON INVESTMENT	193,005	(163,278)	**-**	**-**	(15,619)	(8,703)	**-**
101-00000-4980	SALE OF FIXED ASSETS	-	-	**-**	**-**	-	-	**-**
Totals for dept 00000 -		29,653,448	40,210,923	33,956,572	33,956,572	4,616,466	5,297,011	34,335,322
TOTAL ESTIMATED REVENUES		**29,653,448**	**40,210,923**	**33,956,572**	**33,956,572**	**4,616,466**	**5,297,011**	**34,335,322**

BUDGET REPORT FOR CITY OF MUSKEGON
GENERAL FUND 1ST QUARTER REFORECAST AND 2021-22 BUDGET

GL NUMBER AND BUDGET CLASSIFICATION	DESCRIPTION	2019-20 ACTIVITY	2020-21 ACTIVITY	2021-22 ORIGINAL BUDGET	2021-22 AMENDED BUDGET	Sep 30, 2021 ACTUAL EXPENSES	Sep 30, 2020 ACTUAL EXPENSE	2021-22 1st QUARTER REFORECAST
EXPENDITURES								
Dept 10101 - CITY COMMISSION								
5100	SALARIES & BENEFITS	76,738	78,529	78,623	78,623	17,055	17,348	78,623
5200	SUPPLIES	9,539	9,671	600	600	266	-	600
5300	CONTRACTUAL SERVICES	416	2,114	1,000	1,000	93	117	1,000
5400	OTHER EXPENSES	3,580	5,247	4,000	4,000	634	-	4,000
5700	CAPITAL OUTLAYS	3,626	726	3,000	3,000	342	168	3,000
Totals for dept 10101 - CITY COMMISSION		93,898	96,287	87,223	87,223	18,390	17,633	87,223
Dept 10102 - CITY PROMOTIONS & PUBLIC RELATIONS								
5200	SUPPLIES	8,393	7,773	-	-	2,603	700	-
5300	CONTRACTUAL SERVICES	83,916	48,213	76,200	76,200	32,746	6,322	76,200
5400	OTHER EXPENSES	100	55	-	-	-	55	-
Totals for dept 10102 - CITY PROMOTIONS & PUBLIC RELATIONS		92,409	56,041	76,200	76,200	35,348	7,077	76,200
Dept 10145 - CITY ATTORNEY								
5200	SUPPLIES	945	959	-	-	-	-	-
5300	CONTRACTUAL SERVICES	372,974	431,002	380,000	380,000	98,160	93,227	380,000
Totals for dept 10145 - CITY ATTORNEY		373,919	431,961	380,000	380,000	98,160	93,227	380,000
Dept 10172 - CITY MANAGER								
5100	SALARIES & BENEFITS	402,026	405,943	490,550	490,550	86,247	84,850	490,550
5200	SUPPLIES	5,256	4,926	4,500	4,500	1,017	368	4,500
5300	CONTRACTUAL SERVICES	13,319	11,545	15,000	15,000	590	2,996	15,000
5400	OTHER EXPENSES	8,952	5,389	17,000	17,000	6,840	2,208	17,000
5700	CAPITAL OUTLAYS	2,850	2,620	2,500	2,500	-	769	2,500
Totals for dept 10172 - CITY MANAGER		432,401	430,424	529,550	529,550	94,694	91,191	529,550
Dept 10875 - CONTRIBUTIONS								
5100	SALARIES & BENEFITS	84,897	-	-	-	-	-	-
5300	CONTRACTUAL SERVICES	301,882	541,614	405,329	405,329	207,153	224,399	406,429
5400	OTHER EXPENSES	-	-	-	-	-	-	-
Totals for dept 10875 - CONTRIBUTIONS		386,779	541,614	405,329	405,329	207,153	224,399	406,429
Dept 10891 - CONTINGENCY								
5400	OTHER EXPENSES	31,272	28,888	50,000	50,000	-	-	50,000
Totals for dept 10891 - CONTINGENCY		31,272	28,888	50,000	50,000	-	-	50,000
Dept 20215 - CITY CLERK								
5100	SALARIES & BENEFITS	513,996	498,121	548,900	548,900	120,279	125,620	548,900
5200	SUPPLIES	70,665	53,908	76,510	76,510	22,508	23,169	76,510
5300	CONTRACTUAL SERVICES	30,258	13,921	49,520	49,520	8,523	1,185	49,520
5400	OTHER EXPENSES	3,401	2,396	10,800	10,800	1,490	180	10,800
5700	CAPITAL OUTLAYS	3,282	1,021	2,500	2,500	68	72	2,500
Totals for dept 20215 - CITY CLERK		621,603	569,367	688,230	688,230	152,868	150,226	688,230
Dept 20220 - EMPLOYEE RELATIONS (formerly CIVIL SERVICE)								
5100	SALARIES & BENEFITS	78,045	77,024	90,545	90,545	16,502	16,894	90,545
5200	SUPPLIES	366	313	1,000	1,000	51	-	1,000
5300	CONTRACTUAL SERVICES	133,652	131,116	150,000	150,000	34,767	28,029	150,000
5400	OTHER EXPENSES	10,582	5,581	-	-	300	-	-
5700	CAPITAL OUTLAYS	-	-	-	-	-	-	-
Totals for dept 20220 - EMPLOYEE RELATIONS		222,645	214,035	241,545	241,545	51,621	44,923	241,545
Dept 20228 - AFFIRMATIVE ACTION								
5100	SALARIES & BENEFITS	-	-	-	-	-	-	-
5200	SUPPLIES	-	-	-	-	-	-	-
5300	CONTRACTUAL SERVICES	-	-	-	-	-	-	-
5400	OTHER EXPENSES	22	-	-	-	-	-	-
5700	CAPITAL OUTLAYS	-	-	-	-	-	-	-
Totals for dept 20228 - AFFIRMATIVE ACTION		22	-	-	-	-	-	-
Dept 30202 - FINANCE ADMINSTRATION								
5100	SALARIES & BENEFITS	497,850	515,596	549,600	549,600	97,958	112,188	549,600
5200	SUPPLIES	7,033	292	3,500	3,500	1,302	401	3,500
5300	CONTRACTUAL SERVICES	77,020	122,252	85,000	85,000	32,914	7,649	85,000
5400	OTHER EXPENSES	121	8	750	750	-	-	750
5700	CAPITAL OUTLAYS	5,601	5,245	5,000	5,000	1,011	-	5,000
Totals for dept 30202 - FINANCE ADMINSTRATION		587,625	643,392	643,850	643,850	133,185	120,238	643,850
Dept 30203 - PENSION ADMINISTRATION								
5100	SALARIES & BENEFITS		2,266,951	2,908,506	2,908,506	484,751	498,596	2,908,506
Totals for dept 30203 - PENSION ADMINISTRATION		-	2,266,951	2,908,506	2,908,506	484,751	498,596	2,908,506
Dept 30205 - INCOME TAX								
5100	SALARIES & BENEFITS	243,103	271,194	303,753	303,753	70,933	60,879	303,753
5200	SUPPLIES	14,160	15,994	14,000	14,000	1,276	1,744	14,000
5300	CONTRACTUAL SERVICES	103,166	108,374	91,000	91,000	24,943	13,853	91,000
5400	OTHER EXPENSES	513	45	1,000	1,000	-	45	1,000
5700	CAPITAL OUTLAYS	2,948	4,599	5,000	5,000	-	-	5,000
Totals for dept 30205 - INCOME TAX		363,889	400,206	414,753	414,753	97,152	76,521	414,753

BUDGET REPORT FOR CITY OF MUSKEGON
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GL NUMBER AND BUDGET CLASSIFICATION	DESCRIPTION	2019-20 ACTIVITY	2020-21 ACTIVITY	2021-22 ORIGINAL BUDGET	2021-22 AMENDED BUDGET	Sep 30, 2021 ACTUAL EXPENSES	Sep 30, 2020 ACTUAL EXPENSE	2021-22 1st QUARTER REFORECAST
Dept 30209 - CITY ASSESSOR								
5100	SALARIES & BENEFITS	2,520	1,069	2,600	2,600	-	306	2,600
5200	SUPPLIES	226	39	-	-	-	39	-
5300	CONTRACTUAL SERVICES	255,412	347,646	413,348	413,348	103,337	86,595	413,348
5400	OTHER EXPENSES	80	-	-	-	-	-	-
Totals for dept 30209 - CITY ASSESSOR		258,238	348,753	415,948	415,948	103,337	86,940	415,948
Dept 30248 - INFORMATION SYSTEMS ADMINISTRATION								
5100	SALARIES & BENEFITS	422,268	426,033	440,571	440,571	91,551	85,956	440,571
5200	SUPPLIES	1,248	935	1,000	1,000	79	261	1,000
5300	CONTRACTUAL SERVICES	44,128	50,605	34,000	34,000	28,205	22,713	34,000
5400	OTHER EXPENSES	868	860	15,000	15,000	3,499	401	15,000
5700	CAPITAL OUTLAYS	67,441	46,130	60,000	60,000	3,058	3,429	60,000
Totals for dept 30248 - INFORMATION SYSTEMS ADMINISTRATION		535,954	524,565	550,571	550,571	126,391	112,760	550,571
Dept 30253 - CITY TREASURER								
5100	SALARIES & BENEFITS	417,573	410,066	452,227	452,227	100,592	99,884	452,227
5200	SUPPLIES	69,755	72,003	80,000	80,000	10,858	12,985	80,000
5300	CONTRACTUAL SERVICES	99,581	129,824	110,000	110,000	39,848	29,207	110,000
5400	OTHER EXPENSES	550	893	2,000	2,000	300	-	2,000
5700	CAPITAL OUTLAYS	1,634	2,889	3,000	3,000	-	-	3,000
Totals for dept 30253 - CITY TREASURER		589,093	615,675	647,227	647,227	151,598	142,076	647,227
Dept 30805 - L C WALKER ADMINISTRATION								
5300	CONTRACTUAL SERVICES	23,654	13,386	-	-	-	3,039	-
5700	CAPITAL OUTLAYS	-	-	-	-	-	-	-
5900	OTHER FINANCING USES	-	-	-	-	-	-	-
Totals for dept 30805 - L C WALKER ADMINISTRATION		23,654	13,386	-	-	-	3,039	-
Dept 30851 - INSURANCE SERVICES								
5300	CONTRACTUAL SERVICES	340,189	351,344	389,881	389,881	-	-	389,881
Totals for dept 30851 - INSURANCE SERVICES		340,189	351,344	389,881	389,881	-	-	389,881
Dept 30906 - DEBT SERVICE								
5300	CONTRACTUAL SERVICES	750	750	-	-	-	-	-
5900	OTHER FINANCING USES	450,061	2,676,292	1,082,000	1,082,000	901,632	372,700	1,082,000
Totals for dept 30906 - DEBT SERVICE		450,811	2,677,042	1,082,000	1,082,000	901,632	372,700	1,082,000
Dept 30999 - TRANSFERS TO OTHER FUNDS								
5900	OTHER FINANCING USES	1,492,500	1,825,000	1,115,000	1,115,000	50,000	111,275	1,115,000
Totals for dept 30999 - TRANSFERS TO OTHER FUNDS		1,492,500	1,825,000	1,115,000	1,115,000	50,000	111,275	1,115,000
Dept 40301 - POLICE DEPARTMENT								
5100	SALARIES & BENEFITS	9,234,308	8,571,100	9,026,919	9,026,919	1,994,080	1,951,863	9,026,919
5200	SUPPLIES	122,765	164,868	122,900	122,900	58,310	44,091	122,900
5300	CONTRACTUAL SERVICES	988,099	1,061,158	1,005,850	1,005,850	205,696	276,339	1,005,850
5400	OTHER EXPENSES	19,583	12,097	16,000	16,000	12,176	929	16,000
5700	CAPITAL OUTLAYS	80,737	28,960	63,200	63,200	36,323	18,030	63,200
Totals for dept 40301 - POLICE DEPARTMENT		10,445,491	9,838,183	10,234,869	10,234,869	2,306,585	2,291,252	10,234,869
Dept 50336 - FIRE DEPARTMENT								
5100	SALARIES & BENEFITS	3,805,443	2,383,583	2,678,515	2,678,515	566,974	587,670	2,678,515
5200	SUPPLIES	277,979	187,712	169,300	169,300	25,677	27,257	169,300
5300	CONTRACTUAL SERVICES	133,360	136,236	183,811	183,811	26,663	22,832	183,811
5400	OTHER EXPENSES	5,599	10,357	25,000	25,000	3,141	1,657	25,000
5700	CAPITAL OUTLAYS	63,472	112,320	32,400	32,400	1,424	73,049	32,400
5900	BUDGETED OTHER FINANCING							215,055
Totals for dept 50336 - FIRE DEPARTMENT		4,285,853	2,830,208	3,089,026	3,089,026	623,879	712,465	3,304,081
Dept 50338 - NEW CENTRAL FIRE STATION								
5200	SUPPLIES	-	3,267	-	-	-	-	-
5300	CONTRACTUAL SERVICES	67,524	74,618	75,000	75,000	22,657	15,243	75,000
5700	CAPITAL OUTLAYS	-	-	-	-	-	-	-
Totals for dept 50338 - NEW CENTRAL FIRE STATION		67,524	77,885	75,000	75,000	22,657	15,243	75,000
Dept 50387 - BUILDING CODE INSPECTIONS AND ENFORCEMENT								
5100	SALARIES & BENEFITS	168,764	159,318	184,745	184,745	47,372	35,552	184,745
5200	SUPPLIES	19,137	9,755	20,000	20,000	2,369	1,349	20,000
5300	CONTRACTUAL SERVICES	1,808,755	1,701,673	1,800,000	1,800,000	301,959	298,051	1,800,000
5400	OTHER EXPENSES	22	-	3,000	3,000	-	-	3,000
5700	CAPITAL OUTLAYS	-	-	-	-	-	-	
Totals for dept 50387 - CODE INSPECTIONS AND ENFORCEMENT		1,996,679	1,870,745	2,007,745	2,007,745	351,700	334,952	2,007,745
Dept 60265 - CITY HALL MAINTENANCE								
5100	SALARIES & BENEFITS	79,304	81,013	78,820	78,820	19,775	19,966	78,820
5200	SUPPLIES	26,582	18,348	30,000	30,000	4,147	7,662	30,000
5300	CONTRACTUAL SERVICES	157,936	181,589	174,391	174,391	46,438	44,769	174,391
5400	OTHER EXPENSES	142	-	500	500	-	-	500
5700	CAPITAL OUTLAYS	45,424	29,541	42,000	42,000	2,132	8,371	42,000
Totals for dept 60265 - CITY HALL MAINTENANCE		309,388	310,492	325,711	325,711	72,491	80,768	325,711

BUDGET REPORT FOR CITY OF MUSKEGON
GENERAL FUND 1ST QUARTER REFORECAST AND 2021-22 BUDGET

GL NUMBER AND BUDGET CLASSIFICATION	DESCRIPTION	2019-20 ACTIVITY	2020-21 ACTIVITY	2021-22 ORIGINAL BUDGET	2021-22 AMENDED BUDGET	Sep 30, 2021 ACTUAL EXPENSES	Sep 30, 2020 ACTUAL EXPENSE	2021-22 1st QUARTER REFORECAST
Dept 60446 - HIGHWAY NONCHARGEABLE								
5100	SALARIES & BENEFITS	25,321	35,314	38,500	38,500	14,270	8,077	38,500
5200	SUPPLIES	15,599	8,001	8,600	8,600	-	1,330	8,600
5300	CONTRACTUAL SERVICES	40,129	56,891	45,000	45,000	12,611	11,254	45,000
Totals for dept 60446 - HIGHWAY NONCHARGEABLE		81,049	100,206	92,100	92,100	26,881	20,661	92,100
Dept 60448 - STREET LIGHTING								
5200	SUPPLIES	-	-	-	-	-	-	-
5300	CONTRACTUAL SERVICES	390,116	382,729	350,000	350,000	65,065	97,089	350,000
Totals for dept 60448 - STREET LIGHTING		390,116	382,729	350,000	350,000	65,065	97,089	350,000
Dept 60523 - SANITATION								
5100	SALARIES & BENEFITS	43,066	33,401	37,262	37,262	9,060	7,694	37,262
5200	SUPPLIES	-	-	-	-	505	-	-
5300	CONTRACTUAL SERVICES	2,172,962	2,252,095	2,000,000	2,000,000	215,651	110,052	2,000,000
5400	OTHER EXPENSES					240		
Totals for dept 60523 - SANITATION		2,216,029	2,285,497	2,037,262	2,037,262	225,457	117,746	2,037,262
Dept 60550 - STORM WATER MANAGEMENT								
5300	CONTRACTUAL SERVICES	13,340	4,000	14,000	14,000	-	-	30,000
5400	OTHER EXPENSES			-	-	-		-
Totals for dept 60550 - STORM WATER MANAGEMENT		13,340	4,000	14,000	14,000	-	-	30,000
Dept 60707 - SENIOR CITIZEN TRANSIT								
5100	SALARIES & BENEFITS	-	-	-	-	-	239	-
Totals for dept 60707 - SENIOR CITIZEN TRANSIT		-	-	-	-	-	239	-
Dept 60895 - INVENTORY								
5400	SUPPLIES	-	-	-	-	21	-	-
Totals for dept 60895 INVENTORY		-	-	-	-	21	-	-
Dept 70276 - CEMETERIES								
5100	SALARIES & BENEFITS	127,486	149,545	188,170	188,170	34,194	42,840	188,170
5200	SUPPLIES	11,603	13,028	16,050	16,050	24,080	4,534	16,050
5300	CONTRACTUAL SERVICES	248,083	177,449	247,682	247,682	51,426	61,246	247,682
5400	OTHER EXPENSES	481	298	500	500	277	-	500
5700	CAPITAL OUTLAYS	41,751	19,736	21,000	21,000	314	1,235	21,000
Totals for dept 70276 - CEMETERIES		429,404	360,056	473,402	473,402	110,292	109,855	473,402
Dept 70357 - GRAFFITI REMOVAL								
5100	SALARIES & BENEFITS	-	-	-	-	-	-	-
5200	SUPPLIES	-	-	-	-	-	-	-
5300	CONTRACTUAL SERVICES	-	-	-	-	-	-	-
Totals for dept 70357 - GRAFFITI REMOVAL		-	-	-	-	-	-	-
Dept 70585 - PARKING OPERATIONS								
5100	SALARIES & BENEFITS	12,141	14,491	-	-	3,851	6,244	-
5200	SUPPLIES	244	236	800	800	-	-	800
5300	CONTRACTUAL SERVICES	17,532	74,799	44,800	44,800	22,981	48,217	44,800
5700	CAPITAL OUTLAYS	606	17	-	-	-	17	-
Totals for dept 70585 - PARKING OPERATIONS		30,524	89,542	45,600	45,600	26,831	54,478	45,600
Dept 70628 - SOCIAL DISTRICT								
5200	SUPPLIES	-	-	12,000	12,000	(6,099)	-	12,000
5300	CONTRACTUAL SERVICES	-	5,639	9,750	9,750	14,250	-	9,750
5700	CAPITAL OUTLAYS	-	-	15,000	15,000	-	-	15,000
Totals for dept 70628 - SOCIAL DISTRICT		-	5,639	36,750	36,750	8,151	-	36,750
Dept 70751 - PARKS MAINTENANCE								
5100	SALARIES & BENEFITS	723,674	680,553	695,835	695,835	210,476	127,416	695,835
5200	SUPPLIES	139,958	161,083	178,089	178,089	44,204	21,508	178,089
5300	CONTRACTUAL SERVICES	859,552	802,683	926,592	926,592	360,466	212,103	977,592
5400	OTHER EXPENSES	1,192	364	1,000	1,000	-	-	1,000
5700	CAPITAL OUTLAYS	148,963	34,036	98,000	98,000	14,402	12,958	98,000
Totals for dept 70751 - PARKS MAINTENANCE		1,873,339	1,678,718	1,899,516	1,899,516	629,548	373,985	1,950,516
Dept 70757 - MC GRAFT PARK								
5100	SALARIES & BENEFITS	3,599	32,124	23,075	23,075	29,633	529	40,000
5200	SUPPLIES	131	7,302	4,000	4,000	4,649	1,836	4,000
5300	CONTRACTUAL SERVICES	14,412	51,667	46,000	46,000	20,727	6,620	46,000
5700	CAPITAL OUTLAYS	-	40,129	50,000	50,000	15,524	-	50,000
Totals for dept 70757 - MC GRAFT PARK		18,142	131,222	123,075	123,075	70,533	8,985	140,000
Dept 70771 - FORESTRY								
5100	SALARIES & BENEFITS	-	616	5,000	5,000	-	-	5,000
5200	SUPPLIES	656	962	-	-	453	100	-
5300	CONTRACTUAL SERVICES	-	54,975	75,000	75,000	-	320	75,000
5400	OTHER EXPENSES	-	15	-	-	-	-	-
Totals for dept 70771 - FORESTRY		656	56,567	80,000	80,000	453	420	80,000

BUDGET REPORT FOR CITY OF MUSKEGON
GENERAL FUND 1ST QUARTER REFORECAST AND 2021-22 BUDGET

GL NUMBER AND BUDGET CLASSIFICATION	DESCRIPTION	2019-20 ACTIVITY	2020-21 ACTIVITY	2021-22 ORIGINAL BUDGET	2021-22 AMENDED BUDGET	Sep 30, 2021 ACTUAL EXPENSES	Sep 30, 2020 ACTUAL EXPENSE	2021-22 1st QUARTER REFORECAST
Dept 70775 - GENERAL RECREATION								
5200	SUPPLIES	-	-	-	-	-	-	-
5300	CONTRACTUAL SERVICES	1,928	305	-	-	5,000	-	-
Totals for dept 70775 - GENERAL RECREATION		1,928	305	-	-	5,000	-	-
Dept 70805 - L C WALKER ARENA								
5200	SUPPLIES	-	-	-	-	-	-	-
5300	CONTRACTUAL SERVICES	396	(2,588)	-	-	-	(396)	-
5700	CAPITAL OUTLAY	-	-	-	-	-	-	-
Totals for dept 70805 - L C WALKER ARENA		396	(2,588)	-	-	-	(396)	-
Dept 70863 -FAMERS & FLEA MARKET								
5100	SALARIES & BENEFITS	170	82	-	-	-	248	-
5200	SUPPLIES	-	-	-	-	-	-	-
5300	CONTRACTUAL SERVICES	34	17	-	-	-	342	-
5400	OTHER EXPENSES	-	-	-	-	-	-	-
5700	CAPITAL OUTLAYS	-	-	-	-	-	-	-
Totals for dept 70863 - FARMERS AND FLEA MARKET		**204**	**99**	-	-	-	**590**	-
Dept 80387 - NEIGHBORHOOD & CONSTRUCTION SERVICES								
5100	SALARIES & BENEFITS	-	-	-	-	-	-	-
5200	SUPPLIES	-	-	-	-	-	-	-
5300	CONTRACTUAL SERVICES	7,226	66	-	-	969	7,490	-
5400	OTHER EXPENSES	187	-	-	-	17	-	-
5700	CAPITAL OUTLAYS	-	111	-	-	-	48	-
Totals for dept 80387 - NEIGHBORHOOD & CONSTRUCTION SERVICES		**7,413**	**177**	-	-	**986**	**7,538**	-
Dept 80400 - PLANNING								
5100	SALARIES & BENEFITS	330,621	341,102	**403,400**	**403,400**	83,608	74,232	**403,400**
5200	SUPPLIES	8,267	40,869	**13,700**	**13,700**	23,371	2,339	**13,700**
5300	CONTRACTUAL SERVICES	29,593	74,144	**103,000**	**103,000**	17,984	9,720	**178,000**
5400	OTHER EXPENSES	16,843	19,127	**15,000**	**15,000**	9,946	3,345	**15,000**
5700	CAPITAL OUTLAYS	19,643	13,449	**21,000**	**21,000**	1,832	2,998	**21,000**
Totals for dept 80400 - PLANNING		404,968	488,691	556,100	556,100	136,740	92,634	631,100
Dept 80699 - ECONOMIC DEVELOPMENT								
5300	CONTRACTUAL SERVICES	720	-	-	-	-	-	-
Totals for dept 80699 - ECONOMIC DEVELOPMENT		**720**	-	-	-	-	-	-
Dept 91116 - ADA PROJECT 2011-2012								
5100	SALARIES & BENEFITS	-	6,122	-	-	238	-	-
5200	SUPPLIES	-	3,468	-	-	-	-	-
5300	CONTRACTUAL SERVICES	-	29,349	**200,000**	**200,000**	-	-	**200,000**
Totals for dept 91116 - ADA PROJECT 2011-2012		-	**38,939**	**200,000**	**200,000**	**238**	-	**200,000**
Dept 91508 - LED CONVERSION DOWNTOWN								
5300	CONTRACTUAL SERVICES	636,001	-	**479,588**	**479,588**	486,401	-	**486,401**
Totals for dept 91508 - LED CONVERSION DOWNTOWN		**636,001**	-	**479,588**	**479,588**	**486,401**	-	**486,401**
Dept 90000 - FIRE TRUCK RESCUE PUMPER								
5700	CAPITAL OUTLAYS	-	-	-	-	-	-	**738,966**
Totals for dept 90000 - FIRE TRUCK RESCUE PUMPER		-	-	-	-	-	-	738,966
Dept 91814 - MCGRAFT PARK - RESURFACING PARKING LOT A								
5300	CONTRACTUAL SERVICES	-	-	-	-	-	-	-
Totals for dept 91814 - MCGRAFT PARK - RESURFACING PARKING LOT A		-	-	-	-	-	-	-
Dept 91816 - IRRIGATION SYSTEMS , CITY HALL AND OTHER								
5300	CONTRACTUAL SERVICES	-	-	-	-	-	-	-
Totals for dept 91816 - IRRIGATION SYSTEMS , CITY HALL AND OTHER		-	-	-	-	-	-	-
Dept 91827 - IMPROVEMENT AT SMITH RYERSON								
5300	CONTRACTUAL SERVICES	117,123	-	-	-	-	-	-
Totals for dept 91818 - GIS FOR LAKESIDE		**117,123**	-	-	-	-	-	-
Dept 91829 - ROOF REPLACEMENT MAUSOLEUM								
5300	CONTRACTUAL SERVICES	-	-	-	-	-	-	-
Totals for dept 91829- ROOF REPLACEMENT MAUSOLEUM		-	-	-	-	-	-	-
Dept 91921 - CITY HALL BOILERS, LED LIGHTING & BATHROOM UPGRADES								
5300	CONTRACTUAL SERVICES	6,420	140	-	-	-	-	-
Dept 91921 - CITY HALL BOILERS, LED LIGHTING & BATHROOM UPGRADES		**6,420**	**140**	-	-	-	-	-
Dept 92012 - LAKESHORE TRAIL REPAIRS								
5300	CONTRACTUAL SERVICES	11,195	-	-	-	-	5,560	-
Totals for dept 92012 - LAKESHORE TRAIL REPAIRS		11,195	-	-	-	-	5,560	-
Dept 92019 - CITY HALL LED, BOILER, AND MISC								
5300	CONTRACTUAL SERVICES	-	19,358	-	-	-	-	-
5700	CAPITAL OUTLAYS	11,660	280	**50,000**	**50,000**	-	-	**50,000**
Totals for dept 92019 - CITY HALL LED, BOILER, AND MISC		11,660	19,638	50,000	50,000	-	-	50,000

BUDGET REPORT FOR CITY OF MUSKEGON
GENERAL FUND 1ST QUARTER REFORECAST AND 2021-22 BUDGET

GL NUMBER AND BUDGET CLASSIFICATION	DESCRIPTION	2019-20 ACTIVITY	2020-21 ACTIVITY	2021-22 ORIGINAL BUDGET	2021-22 AMENDED BUDGET	Sep 30, 2021 ACTUAL EXPENSES	Sep 30, 2020 ACTUAL EXPENSE	2021-22 1st QUARTER REFORECAST
Dept 92025 - MENTAL HEALTH GRANT 2019								
5700	CAPITOL OUTLAYS	3,966	-	-	-	-	-	-
Totals for dept 92025 - MENTAL HEALTH GRANT 2019		3,966	-	-	-	-	-	-
Dept 92038 - NEW DOOR SYSTEM AT CITY HALL								
5700	CAPITOL OUTLAYS	-	13,824	-	-	-	8,600	-
Totals for dept 92038 - NEW DOOR SYSTEM AT CITY HALL		-	13,824	-	-	-	8,600	-
Dept 92041 - BEACHWOOD/BLUFFTON BIKE RACK								
5300	CONTRACTUAL SERVICES	-	25,435	-	-		-	-
Totals for dept 92042 - CTCL ELECTION GRANT		-	25,435	-	-	-	-	-
Dept 92042 - CTCL ELECTION GRANT								
5100	SALARIES & BENEFITS	-	52,784	-	-	-	-	-
5200	SUPPLIES	-	5,665	-	-	-	-	-
5300	CONTRACTUAL SERVICES	-	142,820	-	-	1,295	-	-
5700	CAPITAL OUTLAYS	-	222,297	-	-	-	19,849	-
Totals for dept 92042 - CTCL ELECTION GRANT		-	423,566	-	-	1,295	19,849	-
Dept 92043 - AAMODT PARK PLAYGROUND/PAVILLON								
5300	CONTRACTUAL SERVICES	-	108,908	-	-	3,470	-	-
Totals for dept 92043 - AAMODT PARK		-	108,908	-	-	3,470	-	-
Dept 92045 - MAUSOLEUM								
5300	CONTRACTUAL SERVICES	-	26,819	-	-		-	-
Totals for dept 92045 - MAUSOLEUM		-	26,819	-	-	-	-	-
Dept 92047- CAPITAL IMPROVEMENT GRANT								
5300	CONTRACTUAL SERVICES	-	-	-	-	-	-	-
Totals for dept 92047- CAPITAL IMPROVEMENT GRANT		-	-	-	-	-	-	-
Dept 92048- CENTRAL DISPATCH PROJECT								
5300	CONTRACTUAL SERVICES	-	3,109,765	1,100,000	1,100,000	348,699	-	1,100,000
Totals for dept 92048 CENTRAL DISPATCH PROJECT		-	3,109,765	1,100,000	1,100,000	348,699	-	1,100,000
Dept 92049- ARENA ROOF HVAC PAYOFF								
5300	CONTRACTUAL SERVICES	-	79,745	-	-	-	-	-
Totals for dept 92049 ARENA ROOF HVAC PAYOFF		-	79,745	-	-	-	-	-
Dept 92051- CORONAVIRUS EMERGENCY FUNDING PROGRAM								
5200	SUPPLIES	-	1,579	-	-	-	440	-
Totals for dept 92051 CORONAVIRUS EMERGENCY FUNDING PROGRAM		-	1,579	-	-	-	440	-
Dept 92101- POLICE BODY CAMERA & ECT								
5300	CONTRACTUAL SERVICES	-	227,967	-	-	258,978	-	260,000
Totals for dept 92101 POLICE BODY CAMERA & ECT		-	227,967	-	-	258,978	-	260,000
Dept 92105- MENTAL HEALTH GRANT								
5300	CONTRACTUAL SERVICES	-	23,449	-	-	3,542	-	-
Totals for dept 92105 MENTAL HEALTH GRANT		-	23,449	-	-	3,542	-	-
Dept 92106-BEACH ST EXPANDED PARKING LOT								
5300	CONTRACTUAL SERVICES	-	30,811	-	-	-	-	700,000
Totals for dept 92106 BEACH ST EXPANDED PARKING LOT		-	30,811	-	-	-	-	700,000
Dept 92108-SCBA REPLACEMENT								
5700	CAPITAL OUTLAYS	-	233,620	-	-	2,817	-	-
Totals for dept 92108 SCBA REPLACEMENT		-	233,620	-	-	2,817	-	-
Dept 92119-LAKETON TRAIL LIGHTING								
5700	CAPITAL OUTLAYS	-		-	-		-	100,000
Totals for dept 92119 LAKETON TRAIL LIGHTING		-	-	-	-	-	-	100,000
Dept 92120-PUBLIC ART MAINTENANCE								
5700	CAPITAL OUTLAYS	-		-	-		-	5,000
Totals for dept 92120 PUBLIC ART MAINTENANCE		-	-	-	-	-	-	5,000
Dept 94027								
5300	CONTRACTUAL SERVICES	360	-	-	-	-	-	-
Totals for dept 94027		360	-	-	-	-	-	-
Dept 99152 - DOJ JAG GRANT MUSKEGON HEIGHTS								
5300	CONTRACTUAL SERVICES	-	24,622	-	-	-	-	-
Totals for dept 99152 - DOJ JAG GRANT MUSKEGON HEIGHTS		-	24,622	-	-	-	-	-
TOTAL EXPENDITURES		**30,256,788.08**	**36,932,129.03**	**33,895,557.00**	**33,895,557.00**	**8,494,990.22**	**6,505,774.10**	**36,081,416.00**
NET OF REVENUES/EXPENDITURES - FUND 101		(603,340)	3,278,794	61,015	61,015	(3,878,524)	(1,208,763)	(1,746,094)
BEGINNING FUND BALANCE		8,505,195	7,901,855	11,180,649	11,180,649	11,180,649	7,901,855	11,180,649
ENDING FUND BALANCE		7,901,855	11,180,649	11,241,664	11,241,664	7,302,125	6,693,092	9,434,555

BUDGET REPORT FOR CITY OF MUSKEGON
ADDITIONAL DETAIL GENERAL FUND

Agency	Actual 2019-2020	Actual 2020-2021	Original Budget FY2021-22	Actual 9/30/2021	1st Quarter Reforecast	FY2021-22 Recommended Budget
Muskegon Area Transit (MATS)	99,512	130,979	130,979	53,393	130,979	130,979
Neighborhood Association Grants	66,684	156,546	150,000	103,760	150,000	150,000
YMCA		100,000	-		-	-
Boys & Girls Club	80,000	77,681	80,000	50,000	80,000	80,000
Muskegon Public Schools Youth Recreation	20,000	20,000	20,000		20,000	20,000
Port City Football	5,000	5,000	-	-	-	-
Muskegon Area First	10,000		-	-	-	-
Veterans Memorial Day Costs	5,335	4,918	7,000	-	7,000	7,000
Downtown Muskegon Now	-		-	-	-	-
West Michigan Lake Hawks	4,500		-	-	-	-
Lakeside Business District	-	2,500	2,500		2,500	2,500
Latinos Working for the Future	1,000		-	-	-	-
community Encompass 3rd Street Mural	6,000		-	-	-	-
Cogic Community Center	250		250	-	250	250
211 Service	2,500	2,500	2,500		2,500	2,500
Harmony Park - Rotary		10,000	10,000		10,000	10,000
Muskegon Museum of Art Expansion			-			
Community Foundation DEI Taskforce		25,000				
Public Art Hubert Massey Mural						
MLK Diversity Program	1,100		1,100	-	2,200	1,100
Muskegon Area Loabor Management (MALMC)			1,000	-	1,000	1,000
Black Business Expo		2,490				
Steelhead Scuplture		4,000				-
Support to Outside Agencies	301,881	541,614	405,329	207,153	406,429	405,329

Fund	Actual 2019-2020	Actual 2020-2021	Original Budget FY2021-22	Actual 9/30/2021	1st Quarter Reforecast	FY2021-22 Recommended Budget
Major Street Fund	-	-	100,000			
Local Street Fund	250,000	100,000	105,000		100,000	100,000
Farmers Market Fund	45,000	55,000	700,000		105,000	105,000
Mercy Health Arena Fund	800,000	235,000	350,000		700,000	700,000
LDFA Debt Service Fund (Smartzone)	360,000	350,000	-		350,000	350,000
DDA Debt Service Fund			50,000	-	-	-
Public Improvement Fund					50,000	50,000
Tree Replacement Fund	7,500					
State Grants Fund	10,000					
Community Development Block Grant Fund			200,000			
Public Service Building			50,000		200,000	200,000
Engineering Services Fund	20,000		-		50,000	50,000
General Insurance Fund						
	1,492,500	740,000	1,555,000	-	1,555,000	1,555,000

BUDGET REPORT FOR CITY OF MUSKEGON
STREET FUNDS 1ST QUARTER REFORECAST AND 2021-22 BUDGET

Fund 202 - MAJOR STREETS

GL NUMBER AND BUDGET CLASSIFICATION	DESCRIPTION	2019-20 ACTIVITY	2020-21 ACTIVITY	2021-22 ORIGINAL BUDGET	2021-22 AMENDED BUDGET	Sep 30, 2021 ACTUAL EXPENSES	Sep 30, 2020 ACTUAL EXPENSE	2021-22 1ST QUARTER REFORECAST
Estimated Revenues								
Dept 00000								
202-00000-4161	SPECIAL ASSESSMENTS	-	-	-	-			-
202-00000-4300	FEDERAL GRANTS	1,049,653	-	1,109,848	1,109,848			1,109,848
202-00000-4400	STATE GRANTS	-	-	315,000	315,000			315,000
202-00000-4501	STATE RECEIPTS		-	-	-			-
202-00000-4531	STATE RECEIPT MAJORS	3,924,117	4,319,666	4,350,000	4,350,000	879,635	868,789	4,350,000
202-00000-4532	STATE RECEIPT TRUNKLINE	-	-	216,000	216,000			216,000
202-00000-4535	LRP LOCAL ROADS PROGRAM	80,056	79,963	-	-	13,318	6,664	-
202-00000-4651	REIMBURSEMENT		-	-	-			-
202-00000-4800	MISC. & SUNDRY	55,016	27,003	-	-	4,244	12,241	360,000
202-00000-4802	REIMB:SERVICES RENDERED	18,001	11,521	-	-			-
202-00000-4805	CONTRIBUTIONS			-	-			-
202-00000-4901	OP. TRANS FROM GENERAL FUND			-	-			-
202-00000-4904	OP. TRANS FROM CAPITAL FUND							
202-00000-4970	INTEREST INCOME	9,664	10,039	5,000	5,000		2,045	5,000
202-00000-4973	INTEREST ON ASSESSMENTS			-	-			-
Total Dept 00000		5,136,508	4,448,193	5,995,848	5,995,848	897,196	889,739	6,355,848
TOTAL ESTIMATED REVENUES		5,136,508	4,448,193	5,995,848	5,995,848	897,196	889,739	6,355,848
Estimated Expenditures								
EXPENDITURES								
5100	SALARIES & BENEFITS	544,686	487,370	579,580	579,580	113,782	111,771	579,580
5200	SUPPLIES	256,197	130,837	272,000	272,000	6,923	13,464	272,000
5300	CONTRACTUAL SERVICES	685,945	655,202	990,906	990,906	195,429	114,149	990,906
5400	OTHER EXPENSES	1,592	295	2,000	2,000	-	-	2,000
5700	CAPITAL OUTLAYS	-	-	-	-	-	-	-
5900	OTHER FINANCING USES	231,873	230,300	-	-	233,503	226,854	-
Totals for all 60000's Departments		1,720,293	1,504,005	1,844,486	1,844,486	549,637	466,238	1,844,486
Dept 90000-UNASSIGNED								
5300	CONTRACTUAL SERVICES		-	-		-	-	
5700				455,000	455,000			105,000
Total Dept 90011		-	-	455,000	455,000	-	-	105,000
Dept 91013								
5300	CONTRACTUAL SERVICES	858	-	-	-	-	-	-
Total Dept 91013		858	-	-	-	-	-	-
Dept 91115 - SPEED LIMIT EVALUATION								
5300	ENGINEERING SERVICES	-		-	-			-
Total Dept 91115 - SPEED LIMIT EVALUATION		-	-	-	-	-	-	-
Dept 91323 - APPLE/US31 ON RAMP								
5300	CONTRACTUAL SERVICES	-		-	-			-
Total Dept 91323 - APPLE/US31 ON RAMP		-	-	-	-	-	-	-
Dept 91411 - US31BR. W SHERMAN TO SHORELINE DR								
5300	CONTRACTUAL SERVICES	620	-	-	-	-		-
Total Dept 91411 - US31BR. W SHERMAN TO SHORELINE DR		620	-	-	-	-	-	-
Dept 91413 - LAKETON AVE - NEVADA TO LAKESHORE DR								
5300	CONTRACTUAL SERVICES	-		-	-			-
Total Dept 91413 - LAKETON AVE - NEVADA TO LAKESHORE DR		-	-	-	-	-	-	-
Dept 91509 - LAKETON AVE, GETTY ST TO CRESTON								
5300	CONTRACTUAL SERVICES	-	-	-	-	-	-	-
Total Dept 91509 - LAKETON AVE, GETTY ST TO CRESTON		-	-	-	-	-	-	-
Dept 91601 - GLENSIDE - SHERMAN TO GLEN								
5300	CONTRACTUAL SERVICES	-	-	-	-			-
Total Dept 91601 - GLENSIDE - SHERMAN TO GLEN		-	-	-	-	-	-	-
Dept 91605 - TRAFFIC STUDIES								
5300	CONTRACTUAL SERVICES	2,787	-		-	-		-
5700		-	-	50,000	50,000	-		-
Total Dept 91605 - TRAFFIC STUDIES		2,787	-	50,000	50,000	-	-	-
Dept 91702 - BLACK CREEK - SHERMAN TO LATIMER								
5300	CONTRACTUAL SERVICES	-	-	-	-	-	-	-
Total Dept 91702 - BLACK CREEK - SHERMAN TO LATIMER		-	-	-	-	-	-	-
Dept 91711 - LAKESHORE DR, MCCRACKEN TO LAKETON								
5300	CONTRACTUAL SERVICES	3,194,193	193,028	-	-	10,339	2,558	56,972
Total Dept 91711 - LAKESHORE DR, MCCRACKEN TO LAKETON		3,194,193	193,028	-	-	10,339	2,558	56,972

BUDGET REPORT FOR CITY OF MUSKEGON
STREET FUNDS 1ST QUARTER REFORECAST AND 2021-22 BUDGET

GL NUMBER AND BUDGET CLASSIFICATION	DESCRIPTION	2019-20 ACTIVITY	2020-21 ACTIVITY	2021-22 ORIGINAL BUDGET	2021-22 AMENDED BUDGET	Sep 30, 2021 ACTUAL EXPENSES	Sep 30, 2020 ACTUAL EXPENSE	2021-22 1ST QUARTER REFORECAST
Dept 91724 - FRANKLIN, WESTERN MI FRANKLIN TO LSD								
5300	CONTRACTUAL SERVICES	14,486	-	-	-	-		-
Total Dept 91724 - FRANKLIN, WESTERN MI FRANKLIN TO LSD		14,486	-	-	-	-	-	-
Dept 91725 - LAKESHORE, BEACH WILCOX TO WATERWORKS								
5300	CONTRACTUAL SERVICES	346,031	46,366	-	-		34,124	-
Total Dept 91725 - LAKESHORE, BEACH WILCOX TO WATERWORKS		346,031	46,366	-	-	-	34,124	-
Dept 91821 - 2018 CIP PREVENTIVE MAINT, MILLING & RES								
5200	SUPPLIES	-	-	-	-	-	-	-
5300	CONTRACTUAL SERVICES		-	-	-	-	-	-
Total Dept 91821 - 2018 CIP PREVENTIVE MAINT, MILLING & RES		-	-	-	-	-	-	-
Dept 91831 - REMEMBRANCE DR EXTENSION								
5300	CONTRACTUAL SERVICES		-	-	-	-	-	-
Total Dept 91831 - REMEMBRANCE DR EXTENSION		-	-	-	-	-	-	-
Dept 91842 - SHERIDAN & OTLHOFF								
5300	CONTRACTUAL SERVICES	10,178	715,222	-	-		715,222	-
Total Dept 91842 - SHERIDAN & OTLHOFF		10,178	715,222	-	-	-	715,222	-
Dept 91843 - THIRD ST, MUSKEGON TO MERRILL								
5200	SUPPLIES	990	-	-	-	-	-	-
5300	CONTRACTUAL SERVICES	480,560	-	-	-	-	-	-
Total Dept 91843 - THIRD ST, MUSKEGON TO MERRILL		481,550	-	-	-	-	-	-
Dept 91844 - 1ST STREET, SOUTH END BETWEEN CLAY & WES								
5200	SUPPLIES	-		-	-	-	-	-
5300	CONTRACTUAL SERVICES			-	-	-		-
Total Dept 91844 - 1ST STREET, SOUTH END BETWEEN CLAY & WES		-	-	-	-	-	-	-
Dept 91851 - SPRING STREET TRUNK SEWER								
5300	CONTRACTUAL SERVICES	-	110,073			2,871	-	12,949
Totals for dept 91852 - 9TH STREET SEWER REROUTE		-	110,073	-	-	2,871	-	12,949
Dept 91852 - 9TH STREET SEWER REROUTE								
5300	CONTRACTUAL SERVICES	-	2,120	-	-	-	-	-
Totals for dept 91852 - 9TH STREET SEWER REROUTE		-	2,120	-	-	-	-	-
Dept 91856 - PECK & SANFORD 2 WAY CONVERSION								
5300	CONTRACTUAL SERVICES		26,001	-	-			-
Total Dept 91856 - PECK & SANFORD 2 WAY CONVERSION		-	26,001	-	-	-	-	-
Dept 91858 - MUSKEGON & WEBSTER RESTRIPING								
5300	CONTRACTUAL SERVICES			-	-			-
Total Dept 91858 - MUSKEGON & WEBSTER RESTRIPING		-	-	-	-	-	-	-
Dept 91859 - PECK & SANFORD 2 WAY CONVERSION								
5300	CONTRACTUAL SERVICES	215,775		-	-	-		-
Total Dept 91859 - PECK & SANFORD 2 WAY CONVERSION		215,775	-	-	-	-	-	-
Dept 91905 - LAKETON/LAKESHORE TRAIL CONNECTOR								
5300	CONTRACTUAL SERVICES	1,606		-	-	-		-
Total Dept 91905 - LAKETON/LAKESHORE TRAIL CONNECTOR		1,606	-	-	-	-	-	-
Dept 91914 - SEAWAY RR BRIDGE PAINTING								
5300	CONTRACTUAL SERVICES	61	948	-	-		790	-
Total Dept 91914 - SEAWAY RR BRIDGE PAINTING		61	948	-	-	-	790	-
Dept 91917 - BEACH ST. - WILCOX TO SIMSPON								
5300	CONTRACTUAL SERVICES	49,577	350,121	-	-	2,285	680	49,479
Total Dept 91917 - BEACH ST. - WILCOX TO SIMSPON		49,577	350,121	-	-	2,285	680	49,479
Dept 92002 - PECK ST. - APPLE TO STRONG								
5300	CONTRACTUAL SERVICES	19,448	41,228	-	-	71,369	7,410	-
5700	CAPITAL OUTLAY	-	-	650,000	650,000	-	-	650,000
Total Dept 92002 - PECK ST. - APPLE TO STRONG		19,448	41,228	650,000	650,000	71,369	7,410	650,000
Dept 92003 - MICHIGAN & FRANKLIN FROM WESTERN TO LSD								
5300	ENGINEERING SERVICES	18,590	808,491	-	-	3,809	27,404	4,000
Total Dept 92003 -MICHIGAN & FRANKLIN FROM WESTERN TO LSD		18,590	808,491	-	-	3,809	27,404	4,000
Dept 92004 - TERRACE; APPLE TO SEAWAY								
5300	CONTRACTUAL SERVICES		32,288			22,530	-	
5700	CAPITAL OUTLAY		-	1,043,000	1,043,000	-	-	1,500,000
Total Dept 92004 - TERRACE; APPLE TO SEAWAY		-	32,288	1,043,000	1,043,000	22,530	-	1,500,000
Dept 92010 - PECK ST - LAKETON TO MERRILL								
5300	CONTRACTUAL SERVICES		54,361			14,797	-	450,000
Total Dept 920010 - PECK ST - LAKETON TO MERRILL		-	54,361	-	-	14,797	-	450,000

BUDGET REPORT FOR CITY OF MUSKEGON
STREET FUNDS 1ST QUARTER REFORECAST AND 2021-22 BUDGET

GL NUMBER AND BUDGET CLASSIFICATION	DESCRIPTION	2019-20 ACTIVITY	2020-21 ACTIVITY	2021-22 ORIGINAL BUDGET	2021-22 AMENDED BUDGET	Sep 30, 2021 ACTUAL EXPENSES	Sep 30, 2020 ACTUAL EXPENSE	2021-22 1ST QUARTER REFORECAST
Dept 92012 - LAKESHORE TRAIL EROSION								
5300	CONTRACTUAL SERVICES	-	274,883	-	-	13,845	77	13,845
Total Dept 92012 -LAKESHORE TRAIL EROSION		-	274,883	-	-	13,845	77	13,845
Dept 92014 - ADA SIDEWALK REPLACEMENT								
5300	CONTRACTUAL SERVICES	1,350		-	-	-	-	-
Total Dept 92014 - ADA SIDEWALK REPLACEMENT		1,350	-	-	-	-	-	-
Dept 92032 - ROBERTS; BARNEY TO LAKETON								
5300	CONTRACTUAL SERVICES	-	1,770	-	-		1,623	-
Total Dept 92032 - ROBERTS; BARNEY TO LAKETON		-	1,770	-	-	-	1,623	-
Dept 92033 - TERRACE; APPLE TO MUSKEGON REPAINT								
5300	CONTRACTUAL SERVICES	-	16,434	-	-		11,804	-
Total Dept 92033 - TERRACE; APPLE TO MUSKEGON REPAINT		-	16,434	-	-	-	11,804	-
Dept 92036 - HOUSTON 9TH TO 3RD								
5300	CONTRACTUAL SERVICES	-	30,259	-	-	14,191	893	-
5700	CAPITAL OUTLAY	-	-	700,000	700,000	-	-	40,000
Total Dept 92036 - HOUSTON 9TH TO 3RD		-	30,259	700,000	700,000	14,191	893	40,000
Dept 92037 - MONROE, 4TH TO 3RD								
5300	CONTRACTUAL SERVICES	-	-	-	-		851	-
Total Dept 92037 - MONROE, 4TH TO 3RD		-	-	-	-	-	851	-
Dept 92046 - FRAUENTAL ALLEY								
5300	CONTRACTUAL SERVICES	-	-	-	-		-	-
5700		-	-	-				
Total Dept 92046 - FRAUENTUAL ALLEY		-	-	-	-	-	-	-
Dept 92102 - WOOD ST, APPLE TO MARQUETTE								
5300	CONTRACTUAL SERVICES	-	10,152	-	-	5,769	-	-
5700	CAPITAL OUTLAY	-	-	500,000	500,000	-	-	420,000
Total Dept 92102 - WOOD ST, APPLE TO MARQUETTE		-	10,152	500,000	500,000	5,769	-	420,000
Dept 92121 - PECK (KEATING TO LAKETON)								
5300	CONTRACTUAL SERVICES	-	-	-	-	-	-	-
5700	CAPITAL OUTLAY	-	-	50,000	-	-	-	50,000
Total Dept 92121 - PECK (KEATING TO LAKETON)		-	-	50,000	-	-	-	50,000
Dept 92122 - SHERMAN (GLENSIDE TO SEAWAY)								
5300	CONTRACTUAL SERVICES	-	-	-	-	-	-	-
5700	CAPITAL OUTLAY	-	-	100,000	-	-	-	75,000
Total Dept 92122 - SHERMAN (GLENSIDE TO SEAWAY)		-	-	100,000	-	-	-	75,000
Dept 92123 - AMITY & OTTAWA								
5300	CONTRACTUAL SERVICES	-	-	-	-	-	-	-
5700	CAPITAL OUTLAY	-	-	-	-	-	-	25,000
Total Dept 92123 - AMITY & OTTAWA		-	-	-	-	-	-	25,000
Dept 96021 - BRIDGE INSPECTION								
5300	CONTRACTUAL SERVICES	270	1,175	-	-	720	-	2,000
Total Dept 96021 - BRIDGE INSPECTION		270	1,175	-	-	720	-	2,000
Dept 99012 - GIS TRAINING								
5300	CONTRACTUAL SERVICES	566	-	-	-	-	-	-
Total Dept 99012 - GIS TRAINING		566	-	-	-	-	-	-
Dept 99118 - MUSKETAWA TRAIL CONNECTOR 1B (KEATING TO								
5300	CONTRACTUAL SERVICES	46,932	77,741		-	14,339	14,944	-
5700	CAPITAL OUTLAY	-	-	650,000	650,000	-	-	650,000
Total Dept 99118 - MUSKETAWA TRAIL CONNECTOR 1B (KEATING TO		46,932	77,741	650,000	650,000	14,339	14,944	650,000
TOTAL EXPENDITURES		**6,125,171**	**4,296,663**	**5,892,486**	**5,892,486**	**726,502**	**1,284,619**	**5,948,731**
NET OF REVENUES/EXPENDITURES - FUND 202		(988,663)	151,530	103,362	103,362	170,694	(394,880)	407,117
BEGINNING FUND BALANCE		3,283,199	2,294,536	**2,446,066**	**2,446,066**	**2,446,066**	**2,294,536**	**2,446,066**
ENDING FUND BALANCE		2,294,536	2,446,066	2,549,428	2,549,428	2,616,760	1,899,656	2,853,183

BUDGET REPORT FOR CITY OF MUSKEGON
STREET FUNDS 1ST QUARTER REFORECAST AND 2021-22 BUDGET

GL NUMBER AND BUDGET CLASSIFICATION	DESCRIPTION	2019-20 ACTIVITY	2020-21 ACTIVITY	2021-22 ORIGINAL BUDGET	2021-22 AMENDED BUDGET	Sep 30, 2021 ACTUAL EXPENSES	Sep 30, 2020 ACTUAL EXPENSE	2021-22 1ST QUARTER REFORECAST
Fund 203 - LOCAL STREETS								
Revenues								
Dept 00000								
203-00000-4161	SPECIAL ASSESSMENTS				-			-
203-00000-4216	TELECOM FRANCHISE FEES	178,153	185,050	175,000	160,000			160,000
203-00000-4300	FEDERAL GRANTS				-			-
203-00000-4533	STATE RECEIPT LOCAL	1,075,616	1,181,016	1,200,000	1,190,000	106,962	222,047	1,190,000
203-00000-4535	LRP LOCAL ROADS PROGRAM	22,308	22,221	25,000	20,000	121,330	10,367	20,000
203-00000-4800	MISC. & SUNDRY	380	49,246	50,000	1,000	6,480	1,168	1,000
203-00000-4802	REIMB:SERVICES RENDERED	5,298	2,349	5,000	15,000			15,000
203-00000-4803	CDBG PROGRAM REIMBURSEMENTS				-			-
203-00000-4805	CONTRIBUTIONS		13,110					
203-00000-4900	OPERATING TRANSFERS IN			100,000	100,000			100,000
203-00000-4901	OP. TRANS FROM GENERAL FUND	250,000			-			-
203-00000-4902	OP. TRANS FROM SPECIAL REVENUE				-			-
203-00000-4970	INTEREST INCOME	3,286	4,502		3,500			3,500
203-00000-4973	INTEREST ON ASSESSMENTS				-			-
Total Dept 00000		1,535,042	1,457,494	1,555,000	1,489,500	234,772	233,582	1,489,500
TOTAL REVENUES		1,535,042	1,457,494	1,555,000	1,489,500	234,772	233,582	1,489,500
Expenditures								
EXPENDITURES								
5100	SALARIES & BENEFITS	641,594	587,052	-	-	155,113	113,211	-
5200	SUPPLIES	269,471	233,347	-	-	80,407	6,603	-
5300	CONTRACTUAL SERVICES	431,345	395,962	-	-	174,989	100,714	-
5400	OTHER EXPENSES	860	330	-	-	-	-	-
5700	CAPITAL OUTLAYS	-	704	-	-	-	-	-
5900	OTHER FINANCING USES	110	-	-	-	-	-	-
Total Expenditures		1,343,380	1,217,395	-	-	410,508	220,528	-
Dept 90000								
5300	CONTRACTUAL SERVICES	-	-	-	-	-	-	-
Total Dept 90000		-	-	-	-	-	-	-
Dept 91609 - HARTFORD, PINE & DIANA WATER MAIN UPGRAD								
5300	CONTRACTUAL SERVICES	-	-	-	-	-	-	-
Total Dept 91609 - HARTFORD, PINE & DIANA WATER MAIN UPGRAD		-	-	-	-	-	-	-
Dept 91707 - HACKLEY, GLADE TO PARK								
5300	CONTRACTUAL SERVICES	-	-	-	-	-	-	-
Total Dept 91707 - HACKLEY, GLADE TO PARK		-	-	-	-	-	-	-
Dept 91819 - FIRST STREET RECONSTRUCTION								
5300	CONTRACTUAL SERVICES		-	-	-	-	-	-
Total Dept 91819 - FIRST STREET RECONSTRUCTION		-	-	-	-	-	-	-
Dept 91821 - 2018 CIP PREVENTIVE MAINT, MILLING & RES								
5300	CONTRACTUAL SERVICES		-	-	-	-	-	-
Total Dept 91821 - 2018 CIP PREVENTIVE MAINT, MILLING & RES		-	-	-	-	-	-	-
Dept 91822 - FOREST AVE, PECK STREET TO CLINTON STREE								
5200	SUPPLIES		-	-	-	-	-	-
5300	CONTRACTUAL SERVICES		-	-	-	-	-	-
Total Dept 91822 - FOREST AVE, PECK STREET TO CLINTON STREE		-	-	-	-	-	-	-
Dept 91841 - MARSH & WALTON								
5300	CONTRACTUAL SERVICES	4,074			-			-
Total Dept 91841 - MARSH & WALTON		4,074	-	-	-	-	-	-
Dept 91854 - BEIDLER TRUNK SEWER								
5300	CONTRACTUAL SERVICES	57,503	81,243		42,061	888	23,398	888
Totals for dept 91854 - BEIDLER TRUNK SEWER		57,503	81,243	-	42,061	888	23,398	888
Dept 92037 - MONROE, 4TH TO 3RD								
5300	CONTRACTUAL SERVICES		20,825	50,000	42,061	2,257		50,000
Totals for Dept 92037 - MONROE, 4TH TO 3RD		-	20,825	50,000	42,061	2,257	-	50,000
Dept 92046 - 3RD/4TH ALLEY RECONSTRUCTION								
5300	CONTRACTUAL SERVICES		17,510			180,159		
5700	CAPITAL OUTLAY			150,000	42,061			190,000
Totals for Dept 92046 - 3RD/4TH ALLEY RECONSTRUCTION		-	17,510	150,000	42,061	180,159	-	190,000
Dept 99012 - GIS TRAINING								
5300	CONTRACTUAL SERVICES	913			-			-
Total Dept 99012 - GIS TRAINING		913	-	-	-	-	-	-

BUDGET REPORT FOR CITY OF MUSKEGON
STREET FUNDS 1ST QUARTER REFORECAST AND 2021-22 BUDGET

GL NUMBER AND BUDGET CLASSIFICATION	DESCRIPTION	2019-20 ACTIVITY	2020-21 ACTIVITY	2021-22 ORIGINAL BUDGET	2021-22 AMENDED BUDGET	Sep 30, 2021 ACTUAL EXPENSES	Sep 30, 2020 ACTUAL EXPENSE	2021-22 1ST QUARTER REFORECAST
TOTAL EXPENDITURES		**1,405,870**	**1,336,973**	**200,000**	**126,183**	**593,812**	**243,927**	**240,888**
NET OF REVENUES/EXPENDITURES - FUND 203		129,172	120,521	1,355,000	1,363,317	(359,040)	(10,345)	1,248,612
BEGINNING FUND BALANCE		938,943	1,068,115	**1,188,636**	**1,188,636**	**1,188,636**	**1,068,115**	**1,188,636**
ENDING FUND BALANCE		1,068,115	1,188,636	2,543,636	2,551,953	829,596	1,057,770	2,437,248

BUDGET REPORT FOR CITY OF MUSKEGON
SPECIAL REVENUE FUNDS 2021-22 BUDGET 1ST QUARTER REFORECAST

GL NUMBER AND BUDGET CLASSIFICATION	DESCRIPTION	2019-20 ACTIVITY	2020-21 ACTIVITY	2021-22 ORIGINAL BUDGET	2021-22 AMENDED BUDGET	Sep 30, 2021 ACTUAL EXPENSES	Sep 30, 2020 ACTUAL EXPENSE	2021-22 1ST QUARTER REFORECAST
252 - FARMERS MARKET AND KITCHEN 242								
ESTIMATED REVENUES								
Dept 00000								
252-00000-4300	FEDERAL GRANTS	-	-	-	-	-	-	-
252-00000-4400	STATE GRANTS	-	-	-	-	-	-	-
252-00000-4663	FLEA MARKET AT FARMERS MARKET	15,826	15,120	15,000	15,000	10,934	7,656	15,000
252-00000-4664	FARMERS MARKET INCOME	66,353	75,394	90,000	90,000	46,320	39,408	90,000
252-00000-4677	RENT			32,225	32,225			32,225
252-00000-4680	ADVERTISING REVENUE	-	-	-	-	-	-	-
252-00000-4690	KITCHEN 242 RENTAL	13,695	15,785	15,000	15,000	6,285	6,285	15,000
252-00000-4693	FARMERS MARKET EVENT RENTAL	2,716	3,000	2,000	2,000	2,915	1,500	3,000
252-00000-4694	FARMERS MARKET EBT FEES	3,476	7,885	4,500	4,500	12,097	2,711	13,000
252-00000-4696	RETRO MARKET RENTAL FEES	888	-	-	-	-	-	-
252-00000-4697	ALCOHOLIC BEVERAGES			5,000	5,000			5,000
252-00000-4699	FOOD HUB	2,554	-	-	-	-	-	-
252-00000-4800	MISC. & SUNDRY	-	363	-	-	-	-	-
252-00000-4805	CONTRIBUTIONS	1,500	3,846	1,500	1,500	-	868	1,500
252-00000-4814	PROMOTIONAL PRODUCTS	348	209	1,000	1,000	663	209	1,000
252-00000-4840	FRIENDS OF THE MARKET	5,285	378	6,000	6,000	-	345	6,000
252-00000-4845	FUNDRAISING REVENUE	38,250	(4,795)	23,000	23,000	26,152	-	23,000
252-00000-4901	OP. TRANS FROM GENERAL FUND	45,000	75,000	75,000	75,000	-	-	75,000
252-00000-4904	OP. TRANS FROM CAPITAL PROJECTS		5,000			45,000		-
252-00000-4970	INTEREST INCOME	280	328	200	200	-	114	-
Totals for dept 00000 -		196,170	197,513	270,425	270,425	150,365	59,096	279,725
TOTAL ESTIMATED REVENUES		**196,170**	**197,513**	**270,425**	**270,425**	**150,365**	**59,096**	**279,725**
EXPENDITURES								
Dept 70856- WESTERN AVENUE CHALETS								
5200	SUPPLIES	-	-	4,300	4,300	-	-	4,300
5300	CONTRACTUAL SERVICES	-	-	23,438	23,438	-	-	23,438
Totals for dept 70856 - WESTERN AVENUE CHALETS		-	-	27,738	27,738	-	-	27,738
Dept 70863 - FARMERS & FLEA MARKET								
5100	SALARIES & BENEFITS	58,765	42,839	64,400	64,400	18,346	13,008	64,400
5200	SUPPLIES	26,971	11,789	38,600	38,600	5,835	202	38,600
5300	CONTRACTUAL SERVICES	102,457	92,127	148,769	148,769	35,355	26,416	148,769
5400	OTHER EXPENSES	1,632	316	4,000	4,000	80	-	4,000
5700	CAPITAL OUTLAYS	7,454	13,172	12,500	12,500	-	11,145	12,500
Totals for dept 70863 - FARMERS & FLEA MARKET		197,280	160,243	268,269	268,269	59,616	50,771	268,269
Dept 70867 - FDA GRANT FARMERS MARKET								
5100	SALARIES & BENEFITS	-	-	-	-	-	-	-
5300	CONTRACTUAL SERVICES	-	-	-	-	-	-	-
Totals for dept 70867 - FDA GRANT FARMERS MARKET		-	-	-	-	-	-	-
TOTAL EXPENDITURES		**197,280**	**160,243**	**296,007**	**296,007**	**59,616**	**50,771**	**296,007**
NET OF REVENUES/EXPENDITURES - FUND 252		(1,110)	37,270	(25,582)	(25,582)	90,749	**8,325**	(16,282)
BEGINNING FUND BALANCE		6,224	5,114	42,384	42,384	42,384	5,114	42,384
ENDING FUND BALANCE		5,114	42,384	16,802	16,802	133,133	13,438	26,102

BUDGET REPORT FOR CITY OF MUSKEGON
SPECIAL REVENUE FUNDS 2021-22 BUDGET 1ST QUARTER REFORECAST

Fund 254 - MERCY HEALTH ARENA

GL NUMBER AND BUDGET CLASSIFICATION	DESCRIPTION	2019-20 ACTIVITY	2020-21 ACTIVITY	2021-22 ORIGINAL BUDGET	2021-22 AMENDED BUDGET	Sep 30, 2021 ACTUAL EXPENSES	Sep 30, 2020 ACTUAL EXPENSE	2021-22 1ST QUARTER REFORECAST
ESTIMATED REVENUES								
Dept 00000								
254-00000-4300	FEDERAL GRANTS	-	-	-	-	625,498	-	625,498
254-00000-4610	ANNEX REVENUE	69,552	5,219	70,000	70,000	4,538	4,538	70,000
254-00000-4619	MISC. SALES AND SERVICES	10,949	1,017	10,500	10,500	606	120	10,500
254-00000-4639	RAD DADS	142,683	178,005	100,000	100,000	30,000	11,925	100,000
254-00000-4640	TICKER SURCHARGE	31,589	10,717	32,000	32,000	(75)	-	32,000
254-00000-4643	VIP COMPENSATION	10,054	-	-	-	-	-	-
254-00000-4646	CONCESSIONS FOOD	74,207	39,445	-	-	-	2,067	-
254-00000-4647	MERCHANDISE - ARENA	22,945	2,120	-	-	-	-	-
254-00000-4651	REIMBURSEMENT	3,112	-	-	-	-	-	-
254-00000-4665	ADVERTISING REVENUE	106,000	106,000	124,000	124,000	-	-	124,000
254-00000-4666	PARKING LOT RENTAL - WESTERN AVENUE	24,103	13,450	24,000	24,000	10,140	-	24,000
254-00000-4667	PARKING LOT RENTAL	10,902	1,265	12,000	12,000	3,810	-	12,000
254-00000-4677	RENT	143,976	186,350	172,767	172,767	64,311	(11,925)	172,767
254-00000-4691	ARENA EVENT REVENUE	179,191	132,042	230,000	230,000	87,421	-	230,000
254-00000-4692	ARENA MAINTENANCE CHARGE	762	-	-	-	-	-	-
254-00000-4695	SHOP RENTAL	-	-	-	-	-	-	-
254-00000-4696	CONCESSION NON ALCHOLIC	49,138	22,917	-	-	-	27	-
254-00000-4697	ALCOHOLIC BEVERAGE	119,539	60,351	100,000	100,000	-	297	100,000
254-00000-4698	FLOOR/ICE HOCKEY RENTAL	190,825	223,899	200,000	200,000	10,860	38,908	200,000
254-00000-4699	THIRD PARTY SALES/FOOD HUB	40,010	-	-	-	-	-	-
254-00000-4800	MISC. & SUNDRY	5,978	5,836	5,000	5,000	540	1,635	5,000
254-00000-4801	CASH OVER/SHORT			-	-		-	-
254-00000-4802	REIMB: SERVICES RENDERED	10,665	12,345	-	-	-	11,900	-
254-00000-4805	CONTRIBUTIONS	6,250	4,000	4,500	4,500	-	-	4,500
254-00000-4808	SALE OF PROPERTY AND EQUIPMENT			-	-			-
254-00000-4901	OP. TRANS FROM GENERAL FUND	800,000	725,000	350,000	350,000	-	-	350,000
254-00000-4904	OP. TRANS FROM CAPITAL PROJECTS		40,000	679,203	679,203			679,203
254-00000-4970	INTEREST INCOME	-		-	-			
Totals for dept 00000 -		2,052,428	1,769,978	2,113,970	2,113,970	837,649	59,490	2,739,468
TOTAL ESTIMATED REVENUES		**2,052,428**	**1,769,978**	**2,113,970**	**2,113,970**	**837,649**	**59,490**	**2,739,468**
EXPENDITURES								
Dept 70805 - MERCY HEALTH ARENA								
5100	SALARIES AND BENEFITS	164,833	337,448	403,805	403,805	90,895	56,109	403,805
5200	SUPPLIES	301,725	297,180	225,000	225,000	55,591	39,163	225,000
5300	CONTRACTUAL SERVICES	1,322,245	816,129	1,000,000	1,000,000	80,924	158,621	1,000,000
5400	OTHER EXPENSES	9,420	125,764	20,000	20,000	4,730	5,744	20,000
5700	CAPITAL OUTLAYS	246,686	154,268	75,000	75,000	69,202	61,143	75,000
Totals for dept 70805 - L C WALKER ARENA		2,044,909	1,730,789	1,723,805	1,723,805	301,342	320,780	1,723,805
Dept 90000 - UNASSIGNED CAPITAL								
5700	CAPITAL OUTLAYS	-	-	125,000	125,000	-		750,000
Totals for dept 90000 - UNASSIGNED CAPITAL		-	-	125,000	125,000	-	-	750,000
Dept 92039 - LOCKER ROOM IMPROVEMENTS ARENA								
5300	CONTRACTUAL SERVICES	-	15,820			-	5,788	-
Totals for dept 92039 - LOCKER ROOM IMPROVEMENTS ARENA		-	15,820	-	-	-	5,788	-
Dept 92113 - UTILITY ASSISTANCE								
5300	CONTRACTUAL SERVICES	-	-			37,292	-	37,292
Totals for dept 92113 - UTILITY ASSISTANCE		-	-	-	-	37,292	-	37,292
Dept 93015								
5300	CONTRACTUAL SERVICES	2,595	-			-	-	-
Totals for dept 93015		2,595	-	-	-	-	-	-
TOTAL EXPENDITURES		**2,047,504**	**1,746,609**	**1,848,805**	**1,848,805**	**338,634**	**326,568**	**2,511,097**
NET OF REVENUES/EXPENDITURES - FUND 254		4,923	23,369	265,165	265,165	499,015	(267,078)	228,371
BEGINNING FUND BALANCE		26,636	31,559	54,928	54,928	54,928	31,559	54,928
ENDING FUND BALANCE		31,559	54,928	320,093	320,093	553,943	(235,518)	283,299

BUDGET REPORT FOR CITY OF MUSKEGON
SPECIAL REVENUE FUNDS 2021-22 BUDGET 1ST QUARTER REFORECAST

GL NUMBER AND BUDGET CLASSIFICATION	DESCRIPTION	2019-20 ACTIVITY	2020-21 ACTIVITY	2021-22 ORIGINAL BUDGET	2021-22 AMENDED BUDGET	Sep 30, 2021 ACTUAL EXPENSES	Sep 30, 2020 ACTUAL EXPENSE	2021-22 1ST QUARTER REFORECAST
Fund 264 - CRIMINAL FORFEITURES								
ESTIMATED REVENUES								
Dept 00000								
264-00000-4804	CRIMINAL FORFEITURES/POLICE	-	10,342	5,000	5,000			5,000
264-00000-4970	INTEREST INCOME	60	30	20	20	-	13	20
Totals for dept 00000 -		60	10,372	5,020	5,020	-	13	5,020
TOTAL ESTIMATED REVENUES		**60**	**10,372**	**5,020**	**5,020**	**-**	**13**	**5,020**
EXPENDITURES								
Dept 40333 - POLICE DRUG FORFEITURES								
5700	CAPITAL OUTLAYS	24,809	-	12,000	12,000	-	-	12,000
Totals for dept 40333 - POLICE DRUG FORFEITURES		24,809	-	12,000	12,000	-	-	12,000
TOTAL EXPENDITURES		**24,809**	**-**	**12,000**	**12,000**	**-**	**-**	**12,000**
NET OF REVENUES/EXPENDITURES - FUND 264		(24,749)	10,372	(6,980)	(6,980)	-	13	(6,980)
BEGINNING FUND BALANCE		35,139	10,390	20,762	20,762	20,762	10,390	20,762
ENDING FUND BALANCE		10,390	20,762	13,782	13,782	20,762	10,403	13,782

BUDGET REPORT FOR CITY OF MUSKEGON
SPECIAL REVENUE FUNDS 2021-22 BUDGET 1ST QUARTER REFORECAST

GL NUMBER AND BUDGET CLASSIFICATION	DESCRIPTION	2019-20 ACTIVITY	2020-21 ACTIVITY	2021-22 ORIGINAL BUDGET	2021-22 AMENDED BUDGET	Sep 30, 2021 ACTUAL EXPENSES	Sep 30, 2020 ACTUAL EXPENSE	2021-22 1ST QUARTER REFORECAST
Fund 285 - TREE REPLACEMENT								
ESTIMATED REVENUES								
Dept 00000								
285-00000-4400	STATE GRANTS		3,000	-	-			
285-00000-4800	MISC. & SUNDRY	2,500	14,300	-	-	-	-	-
285-00000-4802	REIMB:SERVICES RENDERED			-	-			
285-00000-4805	CONTRIBUTIONS	4,803	5,886	5,000	5,000	-	-	5,000
285-00000-4901	OP. TRANS FROM GENERAL FUND	7,500	-			-	-	-
285-00000-4970	INTEREST INCOME	2	44	-	-	0	-	
Totals for dept 00000 -		14,805	23,230	5,000	5,000	0	-	5,000
TOTAL ESTIMATED REVENUES		**14,805**	**23,230**	**5,000**	**5,000**	**0**	**-**	**5,000**
EXPENDITURES								
Dept 70771 - FORESTRY								
5100	SALARIES & BENEFITS	-		-	-			
5200	SUPPLIES	15,707	10,570	5,000	5,000	-	6,071	5,000
5300	CONTRACTUAL SERVICES	-		-	-			
Totals for dept 70771 - FORESTRY		15,707	10,570	5,000	5,000	-	6,071	5,000
TOTAL EXPENDITURES		**15,707**	**10,570**	**5,000**	**5,000**	**-**	**6,071**	**5,000**
NET OF REVENUES/EXPENDITURES - FUND 285		(902)	12,660	-	-	0	(6,071)	-
BEGINNING FUND BALANCE		1,921	1,019	13,679	13,679	13,679	1,019	13,679
ENDING FUND BALANCE		1,019	13,679	13,679	13,679	13,680	(5,052)	13,679

BUDGET REPORT FOR CITY OF MUSKEGON
SPECIAL REVENUE FUNDS 2021-22 BUDGET 1ST QUARTER REFORECAST

GL NUMBER AND BUDGET CLASSIFICATION	DESCRIPTION	2019-20 ACTIVITY	2020-21 ACTIVITY	2021-22 ORIGINAL BUDGET	2021-22 AMENDED BUDGET	Sep 30, 2021 ACTUAL EXPENSES	Sep 30, 2020 ACTUAL EXPENSE	2021-22 1ST QUARTER REFORECAST
Fund 290 - LOCAL DEVELOPMENT FIN AUTH 3								
ESTIMATED REVENUES								
Dept 00000								
290-00000-4100	PROPERTY TAX	98,643	99,568	86,574	86,574	-	-	86,574
290-00000-4809	REIMBURSEMENT STATE	3,311	3,348	3,000	3,000	-	-	3,000
290-00000-4841	GRANT: COMMUNITY FOUNDATION			-	-			
290-00000-4901	OP. TRANS FROM GENERAL FUND	360,000	350,000	200,000	200,000	50,000	111,275	200,000
290-00000-4970	INTEREST INCOME	96	205	-	-	-	110	-
Totals for dept 00000 -		462,049	453,121	289,574	289,574	50,000	111,385	289,574
TOTAL ESTIMATED REVENUES		**462,049**	**453,121**	**289,574**	**289,574**	**50,000**	**111,385**	**289,574**
EXPENDITURES								
Dept 30906 - DEBT SERVICE								
5300	CONTRACTUAL SERVICES	-		-	-			
5900	OTHER FINANCING USES	218,806	206,969	282,300	282,300	11,712	39,880	282,300
Totals for dept 30906 - DEBT SERVICE		218,806	206,969	282,300	282,300	11,712	39,880	282,300
TOTAL EXPENDITURES		**218,806**	**206,969**	**282,300**	**282,300**	**11,712**	**39,880**	**282,300**
NET OF REVENUES/EXPENDITURES - FUND 290		243,243	246,152	7,274	7,274	38,288	71,505	7,274
BEGINNING FUND BALANCE		(645,947)	(402,704)	(156,552)	(156,552)	(156,552)	(402,704)	(156,552)
ENDING FUND BALANCE		(402,704)	(156,552)	(149,278)	(149,278)	(118,264)	(331,199)	(149,278)

BUDGET REPORT FOR CITY OF MUSKEGON
SPECIAL REVENUE FUNDS 2021-22 BUDGET 1ST QUARTER REFORECAST

GL NUMBER AND BUDGET CLASSIFICATION	DESCRIPTION	2019-20 ACTIVITY	2020-21 ACTIVITY	2021-22 ORIGINAL BUDGET	2021-22 AMENDED BUDGET	Sep 30, 2021 ACTUAL EXPENSES	Sep 30, 2020 ACTUAL EXPENSE	2021-22 1ST QUARTER REFORECAST
Fund 295 - BROWNFIELD AUTHORITY (BETTEN)								
ESTIMATED REVENUES								
Dept 00000								
295-00000-4100	PROPERTY TAX	138,401	140,000	141,746	141,746	-	-	141,746
295-00000-4809	REIMBURSEMENT STATE	6,822	7,442	7,400	7,400	-	-	7,400
295-00000-4970	INTEREST INCOME	44	1	-	-	-	1	-
Totals for dept 00000 -		145,267	147,443	149,146	149,146	-	1	149,146
TOTAL ESTIMATED REVENUES		**145,267**	**147,443**	**149,146**	**149,146**	**-**	**1**	**149,146**
EXPENDITURES								
Dept 30906 - DEBT SERVICE								
5300	CONTRACTUAL SERVICES	-		-	-			
5900	OTHER FINANCING USES	26,659	22,370	21,000	21,000	9,533	11,730	21,000
Totals for dept 30906 - DEBT SERVICE		26,659	22,370	21,000	21,000	9,533	11,730	21,000
Dept 70808 - MAREC BUILDING								
5900	OTHER FINANCING USES	-	-	-	-	-	-	-
Totals for dept 70808 - MAREC BUILDING		-	-	-	-	-	-	-
TOTAL EXPENDITURES		**26,659**	**22,370**	**21,000**	**21,000**	**9,533**	**11,730**	**21,000**
						-		-
NET OF REVENUES/EXPENDITURES - FUND 295		118,608	125,073	128,146	128,146	(9,533)	(11,729)	128,146
BEGINNING FUND BALANCE		(836,989)	(718,381)	(593,307)	(593,307)	(593,307)	(718,381)	(593,307)
ENDING FUND BALANCE		(718,381)	(593,307)	(465,161)	(465,161)	(602,840)	(730,110)	(465,161)

BUDGET REPORT FOR CITY OF MUSKEGON
SPECIAL REVENUE FUNDS 2021-22 BUDGET 1ST QUARTER REFORECAST

GL NUMBER AND BUDGET CLASSIFICATION	DESCRIPTION	2019-20 ACTIVITY	2020-21 ACTIVITY	2021-22 ORIGINAL BUDGET	2021-22 AMENDED BUDGET	Sep 30, 2021 ACTUAL EXPENSES	Sep 30, 2020 ACTUAL EXPENSE	2021-22 1ST QUARTER REFORECAST
Fund 296 - BROWNFIELD AUTHORITY (FORMER MALL SITE)								
ESTIMATED REVENUES								
Dept 00000								
296-00000-4100	PROPERTY TAX	168,248	226,762	235,268	235,268	-	-	235,268
296-00000-4809	REIMBURSEMENT STATE	8,418	8,824	8,500	8,500	-	-	8,500
296-00000-4970	INTEREST INCOME	382	486	-	-	-	16	-
Totals for dept 00000 -		177,048	236,072	243,768	243,768	-	16	243,768
TOTAL ESTIMATED REVENUES		**177,048**	**236,072**	**243,768**	**243,768**	**-**	**16**	**243,768**
EXPENDITURES								
Dept 30906 - DEBT SERVICE								
5300	CONTRACTUAL SERVICES	-	-	-	-	-	-	-
Totals for dept 30906 - DEBT SERVICE		-	-	-	-	-	-	-
Dept 30999 - TRANSFERS TO OTHER FUNDS								
5900	OTHER FINANCING USES	180,000	175,000	275,000	275,000	-	-	275,000
Totals for dept 30999 - TRANSFERS TO OTHER FUNDS		180,000	175,000	275,000	275,000	-	-	275,000
TOTAL EXPENDITURES		**180,000**	**175,000**	**275,000**	**275,000**	**-**	**-**	**275,000**
NET OF REVENUES/EXPENDITURES - FUND 296		(2,952)	61,072	(31,232)	(31,232)	-	16	(31,232)
BEGINNING FUND BALANCE		16,067	13,115	74,187	74,187	74,187	13,115	74,187
ENDING FUND BALANCE		13,115	74,187	42,955	42,955	74,187	13,131	42,955

BUDGET REPORT FOR CITY OF MUSKEGON
SPECIAL REVENUE FUNDS 2021-22 BUDGET 1ST QUARTER REFORECAST

GL NUMBER AND BUDGET CLASSIFICATION	DESCRIPTION	2019-20 ACTIVITY	2020-21 ACTIVITY	2021-22 ORIGINAL BUDGET	2021-22 AMENDED BUDGET	Sep 30, 2021 ACTUAL EXPENSES	Sep 30, 2020 ACTUAL EXPENSE	2021-22 1ST QUARTER REFORECAST
Fund 298 - BROWNFIELD AUTHORITY TERRACE POINT								
ESTIMATED REVENUES								
Dept 00000								
298-00000-4100	PROPERTY TAX	281,642	374,644	457,701	457,701	-	-	457,701
298-00000-4970	INTEREST INCOME	391	401	-	-	-	29	-
Totals for dept 00000 -		282,033	375,045	457,701	457,701	-	29	457,701
TOTAL ESTIMATED REVENUES		**282,033**	**375,045**	**457,701**	**457,701**	**-**	**29**	**457,701**
EXPENDITURES								
Dept 70809 - TERRACE POINT LANDING								
5300	CONTRACTUAL SERVICES	274,776	368,285	457,701	457,701	-		457,701
Totals for dept 70809 - TERRACE POINT LANDING		274,776	368,285	457,701	457,701	-	-	457,701
TOTAL EXPENDITURES		**274,776**	**368,285**	**457,701**	**457,701**	**-**	**-**	**457,701**
NET OF REVENUES/EXPENDITURES - FUND 298		7,257	6,760	-	-	-	29	-
BEGINNING FUND BALANCE		15,715	22,972	29,731	29,731	29,731	22,972	29,731
ENDING FUND BALANCE		22,972	29,731	29,731	29,731	29,731	23,001	29,731

BUDGET REPORT FOR CITY OF MUSKEGON
SPECIAL REVENUE FUNDS 2021-22 BUDGET 1ST QUARTER REFORECAST

GL NUMBER AND BUDGET CLASSIFICATION	DESCRIPTION	2019-20 ACTIVITY	2020-21 ACTIVITY	2021-22 ORIGINAL BUDGET	2021-22 AMENDED BUDGET	Sep 30, 2021 ACTUAL EXPENSES	Sep 30, 2020 ACTUAL EXPENSE	2021-22 1ST QUARTER REFORECAST
Fund 257 - BUDGET STABILIZATION								
ESTIMATED REVENUES								
Dept 00000								
257-00000-4901	OP TRANSFER TO GENERAL FUND	-	-	-	-	-	-	-
257-00000-4902	OP TRANSFER TO SPECIAL REVENUE	-	-	-	-	-	-	-
Totals for dept 00000 -		-	-	-	-	-	-	-
TOTAL ESTIMATED REVENUES		-	-	-	-	-	-	-
EXPENDITURES								
Dept 70001-BUDGET STABILIZATION								
5900	OTHER FINANCING	-	-	-	-	-	-	-
Totals for dept 40333 - POLICE DRUG FORFEITURES		-	-	-	-	-	-	-
TOTAL EXPENDITURES		-	-	-	-	-	-	-
NET OF REVENUES/EXPENDITURES - FUND 257		-	-	-	-	-	-	-
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 1ST QUARTER REFORECAST AND 2021-22 BUDGET

GL NUMBER AND BUDGET CLASSIFICATION	DESCRIPTION	2019-20 ACTIVITY	2020-21 ACTIVITY	2021-22 ORIGINAL BUDGET	2021-22 AMENDED BUDGET	Sep 30, 2021 ACTUAL EXPENSES	Sep 30, 2020 ACTUAL EXPENSE	2021-22 1ST QUARTER REFORECAST
394 - DOWNTOWN DEVELOPMENT AUTHORITY								
ESTIMATED REVENUES								
Dept 00000								
394-00000-4100	PROPERTY TAX	924,457	490,931	310,287	310,287			310,287
394-00000-4161	SPECIAL ASSESSMENT							
394-00000-4691	EVENT REVENUE	-	75,635	161,750	161,750	81,339		161,750
394-00000-4800	MISC & SUNDRY	-	10					
394-00000-4809	REIMBURSEMENT STATE							
394-00000-4845	FUNDRAISING REVENUE	2,000	5,000	5,000	5,000			5,000
394-00000-4846	SPONSORSHIP REVENUE			87,000	87,000			87,000
394-00000-4847	SPONSORSHIP REVENUE-MUSK ART FAIR		37,680					
394-00000-4902	OP. TRANS FROM SERVICE REVENUE	-	50,000	112,000	112,000			112,000
394-00000-4904	OP. TRANS FROM CAPITAL PROJECTS	134,072						
394-00000-4970	INTEREST INCOME	280	579				1	
Totals for dept 00000 -		1,060,809	659,835	676,037	676,037	81,339	1	676,037
TOTAL ESTIMATED REVENUES		1,060,809	659,835	676,037	676,037	81,339	1	676,037
EXPENDITURES								
Dept 30906 - DEBT SERVICE								
5300	CONTRACTUAL SERVICES	14,050	14,188		-	3,101	1,831	-
5400	CONFERENCE, TRAINING, ETC.							
5900	OTHER FINANCING USES	-	342,123	130,000	130,000			130,000
Totals for dept 30906 - DEBT SERVICE		14,050	356,311	130,000	130,000	3,101	1,831	130,000
Dept 30999 - TRANSFER TO OTHER FUNDS								
5900	OTHER FINANCING USES			-	-			-
Totals for dept 30999 - TRANSFER TO OTHER FUNDS		-	-	-	-	-	-	-
Dept 70778 - LAKESHORE ART FESTIVAL								
5200	SUPPLIES		12,442			1,484		
5300	CONTRACTUAL SERVICES		108,056	159,279	159,279	8,390		159,279
Totals for dept 70778 - LAKESHORE ART FESTIVAL		-	120,498	159,279	159,279	9,874	-	159,279
Dept 70780 - TASTE								
5200	SUPPLIES		559			1,369		
5300	CONTRACTUAL SERVICES		1,651	65,375	65,375	32,990		65,375
Totals for dept 70780 - TASTE		-	2,210	65,375	65,375	34,359	-	65,375
Dept 70803 -DOWNTOWN DEVELOPMENT								
5100	SALARIES AND BENEFITS	92,930	93,047	95,500	95,500	21,627	23,343	95,500
5200	SUPPLIES	3,683	940	1,500	1,500	154	814	1,500
5300	CONTRACTUAL SERVICES	24,216	2,591	156,000	156,000	513	2,104	156,000
5400	OTHER EXPENSES							
5900	OTHER FINANCING USES	-		-				
Totals for dept 70803 - DOWNTOWN DEVELOPMENT		120,829	96,578	253,000	253,000	22,294	26,261	253,000
Dept 70863 - FARMERS & FLEA MARKET								
5300	CONTRACTUAL SERVICES	39				52	-	
Totals for dept 70863 - FARMERS & FLEA MARKET		39	-	-	-	52	-	-
Dept 80699 - ECONOMIC DEVELOPMENT								
5300	CONTRACTUAL SERVICES		5,493			-	5,493	
Totals for dept 80699 - ECONOMIC DEVELOPMENT		-	5,493	-	-	-	5,493	-
TOTAL EXPENDITURES		134,918	581,090	607,654	607,654	69,680	33,585	607,654
NET OF REVENUES/EXPENDITURES - FUND 394		925,891	78,745	68,383	68,383	11,659	(33,584)	68,383
BEGINNING FUND BALANCE		(919,543)	6,348	85,093	85,093	85,093	6,348	85,093
ENDING FUND BALANCE		6,348	85,093	153,476	153,476	96,752	(27,236)	153,476

BUDGET REPORT FOR CITY OF MUSKEGON
FINANCING AUTHORITIES 1ST QUARTER REFORECAST AND 2021-22 BUDGET

GL NUMBER AND BUDGET CLASSIFICATION	DESCRIPTION	2019-20 ACTIVITY	2020-21 ACTIVITY	2021-22 ORIGINAL BUDGET	2021-22 AMENDED BUDGET	Sep 30, 2021 ACTUAL EXPENSES	Sep 30, 2020 ACTUAL EXPENSE	2021-22 1ST QUARTER REFORECAST
305 - TAX INCREMENT FINANCE AUTHORITY								
ESTIMATED REVENUES								
Dept 00000								
305-00000-4100	PROPERTY TAX	35,383	42,184	42,805	42,805			42,805
305-00000-4809	REIMBURSEMENT STATE	7,270	9,744	9,500	9,500			9,500
305-00000-4970	INTEREST INCOME	54	69				12	
Totals for dept 00000 -		42,707	51,997	52,305	52,305	-	12	52,305
TOTAL ESTIMATED REVENUES		42,707	51,997	52,305	52,305	-	12	52,305
EXPENDITURES								
Dept 30906 - DEBT SERVICE								
5900	OTHER FINANCING USES	40,000	50,000	50,000	50,000	12,500	12,500	50,000
Totals for dept 30906 - DEBT SERVICE		40,000	50,000	50,000	50,000	12,500	12,500	50,000
TOTAL EXPENDITURES		40,000	50,000	50,000	50,000	12,500	12,500	50,000
NET OF REVENUES/EXPENDITURES - FUND 305		2,707	1,997	2,305	2,305	(12,500)	(12,488)	2,305
BEGINNING FUND BALANCE		13,181	15,888	17,885	17,885	17,885	15,888	17,885
ENDING FUND BALANCE		15,888	17,885	20,190	20,190	5,385	3,400	20,190

BUDGET REPORT FOR CITY OF MUSKEGON
CAPITAL FUNDS 1ST QUARTER REFORECAST AND 2021-22 BUDGET

GL NUMBER AND BUDGET CLASSIFICATION		2019-20 ACTIVITY	2020-21 ACTIVITY	2021-22 ORIGINAL BUDGET	2021-22 AMENDED BUDGET	Sep 30, 2021 ACTUAL EXPENSES	Sep 30, 2020 ACTUAL EXPENSE	2021-22 1ST QUARTER REFORECAST
FUND 404 - PUBLIC IMPROVEMENT FUND								
ESTIMATED REVENUES								
Dept 00000								
404-00000-4300	FEDERAL GRANTS	-	5,535	-	-			-
404-00000-4400	STATE GRANTS	220,700	-			-	-	
404-00000-4651	REIMBURSEMENT	404,424	195,224	**315,000**	**315,000**	-	14,345	**315,000**
404-00000-4652	SALES & SERVICES	14,428	-			-	-	
404-00000-4656	SALES PROCEEDS	316	25,725	-	-	151	25,357	-
404-00000-4677	RENT	7,996	33,033	-	-	11,611	1,735	-
404-00000-4800	MISC. & SUNDRY	39	-	-	-	2,500	-	-
404-00000-4805	CONTRIBUTIONS	294,300	233,028	**250,000**	**250,000**	-	88,453	**250,000**
404-00000-4808	SALE OF LAND	447,902	2,531,361	**1,000,000**	**1,000,000**	670,904	840,972	**1,000,000**
404-00000-4845	FUNDRAISING REVENUE	22,229	5,650	-	-	17,630	2,000	-
404-00000-4846	SPONSORSHIP REVENUE	101,747	-	-	-	-	-	-
404-00000-4847	150TH ANNIVERSARY REVENUE	262,055	-	-	-	-	-	-
404-00000-4901	OP. TRANS FROM GENERAL FUND		50,000					
404-00000-4904	OP. TRANS FROM CAPITAL FUND	881,860	-	-	-	-	-	-
404-00000-4903	OP. TRANS FROM DEBT SERVICE FUNDS	-	342,123	**50,000**	**50,000**	-	-	**50,000**
404-00000-4961	BOND PROCEEDS	2,417,390	-			-	-	
404-00000-4970	INTEREST INCOME	569	-	-	-	-	-	-
404-00000-4971	GAIN ON INVESTMENT	8,968	7,316	-	-			-
Totals for dept 00000 -		5,084,921	3,428,995	1,615,000	1,615,000	702,796	972,861	1,615,000
TOTAL ESTIMATED REVENUES		**5,084,921**	**3,428,995**	**1,615,000**	**1,615,000**	**702,796**	**972,861**	**1,615,000**
EXPENDITURES								
Dept 00000								
5300	CONTRACTUAL SERVICES	149	-	150,000	150,000	-	-	
Totals for dept 00000 -		149	-	150,000	150,000	-	-	-
Dept 30906 - DEBT SERVICE								
5300	CONTRACTUAL SERVICES	-		-	-	40,000		-
5900	INTEREST EXPENSE	-		-	-	-	2,227	-
Totals for dept 30906 - DEBT SERVICE		-	-	-	-	40,000	2,227	-
Dept 70856 - WESTERN AVENUE CHALETS								
5200	SUPPLIES	210	1,094	-	-	509	-	-
5300	CONTRACTUAL SERVICES	13,024	26,459	-	-	3,532	3,266	-
Totals for dept 70856 - WESTERN AVENUE CHALETS		13,234	27,553	-	-	4,041	3,266	-
Dept 80699 - ECONOMIC DEVELOPMENT								
5300	CONTRACTUAL SERVICES	-	103,960	-	-	394	370	-
5700	CAPITAL OUTLAYS	-		-	-			-
Totals for dept 80699 - ECONOMIC DEVELOPMENT		-	103,960	-	-	394	370	-
Dept 91501 - NEIGHBORHOOD HOUSING PROJECT								
5300	CONTRACTUAL SERVICES	-		-	-	9,536		-
5700	CAPITAL OUTLAYS	-		-	-			-
Totals for dept 91501 - NEIGHBORHOOD HOUSING PROJECT		-	-	-	-	9,536	-	-
Dept 91504 - CLAY AVE, JEFFERSON TO 1ST								
5300	CONTRACTUAL SERVICES	445	31	-	-	-	121	-
5700	CAPITAL OUTLAYS	-		-	-			-
Totals for dept 91504 - CLAY AVE, JEFFERSON TO 1ST		445	31	-	-	-	121	-
Dept 91602 - ARENA ANNEX CAPITAL IMPROVEMENT								
5700	CAPITAL OUTLAYS	15,000	30,000	18,000	18,000	-	9,000	18,000
Totals for dept 91602 - ARENA ANNEX CAPITAL IMPROVEMENT		15,000	30,000	18,000	18,000	-	9,000	18,000
Dept 91608 - IMPROVEMENT PROJECTS DONE BY DPW								
5100	SALARIES & BENEFITS	549	2,611	-	-	-	-	-
5200	SUPPLIES	7,671	6,856	-	-	-	6,856	-
5300	CONTRACTUAL SERVICES	1,916	5,127	15,000	15,000	1,150	-	15,000
Totals for dept 91608 - IMPROVEMENT PROJECTS DONE BY DPW		10,136	14,594	15,000	15,000	1,150	6,856	15,000
Dept 91612 - POP UP SHOPS								
5300	CONTRACTUAL SERVICES	240	18,354	-	-	-	300	-
5700	CAPITAL OUTLAYS	3,463	1,282	7,000	7,000	1,043	109	7,000
Totals for dept 91612 - POP UP SHOPS		3,703	19,636	7,000	7,000	1,043	409	7,000
Dept 91701 - PARKING LOT@JEFFERSON/WESTERN								
5300	CONTRACTUAL SERVICES	-		-	-			-
Totals for dept 91701 - PARKING LOT@JEFFERSON/WESTERN		-	-	-	-	-	-	-
Dept 91712 - IMPROVEMENTS AT LC WALKER INCLUDING RAD								
5300	CONTRACTUAL SERVICES	-	-	-	-	9,000	(315)	-
5700	CAPITAL OUTLAYS	-	462	-	-	-	5,785	-
Totals for dept 91712 - IMPROVEMENTS AT LC WALKER INCLUDING RAD		-	462	-	-	9,000	5,470	-
Dept 91713 - LC WALKER POS SYSTEM								
5700	CAPITAL OUTLAYS	-		-	-			-
Totals for dept 91713 - LC WALKER POS SYSTEM		-	-	-	-	-	-	-
Dept 91720 - TASTE OF MUSKEGON								
5200	SUPPLIES	2,308	288	-	-	(217)	259	-
5300	CONTRACTUAL SERVICES	14,707	736	-	-	(555)	1,460	-
5400	OTHER EXPENSES	1,009	-	-	-	-	-	-
5700	CAPITAL OUTLAYS	-		-	-			-
Totals for dept 91720 - TASTE OF MUSKEGON		18,024	1,024	-	-	(772)	1,719	-
Dept 91723 - REHAB HOUSE ON SECOND STREET								
5700	CAPITAL OUTLAYS	-	1,240	-	-	-	-	-
Totals for dept 91723 - REHAB HOUSE ON SECOND STREET		-	1,240	-	-	-	-	-
Dept 91726 - CITY HALL UPGRADES								
5300	CONTRACTUAL SERVICES	-	-	-	-	3,045	-	-
5700	CAPITAL OUTLAYS	16,283	312,305	-	-	-	252,834	-
Totals for dept 91726 - CITY HALL UPGRADES		16,283	312,305	-	-	3,045	252,834	-
Dept 91801 - CONVENTION CENTER								
5300	CONTRACTUAL SERVICES	-	-	-	-	-	-	-
Totals for dept 91801 - CONVENTION CENTER		-	-	-	-	-	-	-
Dept 91802 - REHAB 1078 SECOND STREET								
5200	SUPPLIES	-		-	-			-
5300	CONTRACTUAL SERVICES	8,717	-	-	-	-	-	-
5700	CAPITAL OUTLAYS	3,311	-	-	-	-	-	-
Totals for dept 91802 - REHAB 1078 SECOND STREET		12,028	-	-	-	-	-	-
Dept 91804 - MIDTOWN SQUARE PHASE II								
5300	CONTRACTUAL SERVICES	-		-	-	525		-
Totals for dept 91804 - MIDTOWN SQUARE PHASE I		-	-	-	-	525	-	-
Dept 91808 - LC WALKER GENERAL WORK (HEATING/COOLING/								
5300	CONTRACTUAL SERVICES	46,525	-	-	-	-	-	-
Totals for dept 91808 - LC WALKER GENERAL WORK (HEATING/COOLING/		46,525	-	-	-	-	-	-
Dept 91810 - REHAB 1531 BEIDLER								
5200	SUPPLIES	-		-	-			-
5300	CONTRACTUAL SERVICES	-		-	-			-

BUDGET REPORT FOR CITY OF MUSKEGON
CAPITAL FUNDS 1ST QUARTER REFORECAST AND 2021-22 BUDGET

GL NUMBER AND BUDGET CLASSIFICATION		2019-20 ACTIVITY	2020-21 ACTIVITY	2021-22 ORIGINAL BUDGET	2021-22 AMENDED BUDGET	Sep 30, 2021 ACTUAL EXPENSES	Sep 30, 2020 ACTUAL EXPENSE	2021-22 1ST QUARTER REFORECAST
5700	CAPITAL OUTLAYS	-		-	-			-
Totals for dept 91810 - REHAB 1531 BEIDLER		-	-	-	-	-	-	-
Dept 91811 - 1639 FIFTH STREET								
5200	SUPPLIES	-		-	-			-
5300	CONTRACTUAL SERVICES	105		-	-	-	-	-
5700	CAPITAL OUTLAYS	351		-	-	-	-	-
Totals for dept 91811 - 1639 FIFTH STREET		456	-	-	-	-	-	-
Dept 91812 - REHAB 1067 GRAND								
5200	SUPPLIES	-		-	-			-
5300	CONTRACTUAL SERVICES	52,485	-	-	-	-	-	-
5700	CAPITAL OUTLAYS	22,870	-	-	-	-	-	-
Totals for dept 91812 - REHAB 1067 GRAND		75,355	-	-	-	-	-	-
Dept 91813 - REHAB 1290 WOOD								
5200	SUPPLIES	-		-	-			-
5300	CONTRACTUAL SERVICES	904	3,595	-	-	294	26	-
5700	CAPITAL OUTLAYS	440	894	-	-	-	170	-
Totals for dept 91813 - REHAB 1290 WOOD		1,344	4,489	-	-	294	196	-
Dept 91815 - REHAB 248 MASON								
5200	SUPPLIES	-		-	-			-
5300	CONTRACTUAL SERVICES	280	171	-	-	278	54	-
5700	CAPITAL OUTLAYS	-		-	-			-
Totals for dept 91815 - REHAB 248 MASON		280	171	-	-	278	54	-
Dept 91820 - PM PARK RECRESTIONAL IMPROVEMENTS								
5300	CONTRACTUAL SERVICES	32	-	-	-	-	-	-
Totals for dept 91820 - PM PARK RECREATIONAL IMPROVEMENTS		32	-	-	-	-	-	-
Dept 91823 - REHAB 1188 4TH								
5300	CONTRACTUAL SERVICES	84,232	2,467	-	-	70	810	-
5700	CAPITAL OUTLAYS	52,239	526	-	-	-	-	-
Totals for dept 91823 - REHAB 1188 4TH		136,471	2,993	-	-	70	810	-
Dept 91824 - 880 1ST STREET								
5300	CONTRACTUAL SERVICES	7,584	4,379	-	-	465	169	-
Totals for dept 91824 - 880 1ST STREET		7,584	4,379	-	-	465	169	-
Dept 91832 - COMMERICAL DEMO								
5300	CONTRACTUAL SERVICES	-		-	-			-
Totals for dept 91832 - COMMERICAL DEMO		-	-	-	-	-	-	-
Dept 91839 - LC WALKER IMPROVEMENTS (DDA)								
5300	CONTRACTUAL SERVICES	957,487	-	-	-	-	-	-
Totals for dept 91839- LC WALKER IMPROVEMENTS (DDA)		957,487	-	-	-	-	-	-
Dept 91840- PUBLIC RELATIONS								
5300	CONTRACTUAL SERVICES	4,260	-	-	-	-	-	-
Totals for dept 91840- PUBLIC RELATIONS		4,260	-	-	-	-	-	-
Dept 91901 - SESQUICENTENNIAL CELEBRATION								
5200	SUPPLIES	29,269	-	-	-	-	62	-
5300	CONTRACTUAL SERVICES	482,620	-	-	-	-	-	-
Totals for dept 91901 - SESQUICENTENNIAL CELEBRATION		511,889	-	-	-	-	62	-
Dept 91902 - LC WALKER ROOF,HVAC,DEHUMIDIFICATION SYS								
5300	CONTRACTUAL SERVICES	2,409,751	3,610	-	-	-	3,610	-
5900	OTHER FINANCING USES	391,972	173,019			-	103,755	
Total for dept 91902 - LC WALKER ROOF,HVAC,DEHUMIDIFICATION SYS		2,801,723	176,629	-	-	-	107,365	-
Dept 91904 - 1457 7TH REHAB								
5200	SUPPLIES	2,167	-			-	-	
5300	CONTRACTUAL SERVICES	30,997	31,864	-	-	-	19,208	-
5700	CAPITAL OUTLAYS	14,200	23,323	-	-	-	14,586	-
Total Dept 91904 - 1457 7TH REHAB		47,364	55,187	-	-	-	33,794	-
Dept 91906 - SKATE PARK RELOCATION								
5300	CONTRACTUAL SERVICES	176	-	-	-	-	-	-
Total Dept 91906 - SKATE PARK RELOCATION		176	-	-	-	-	-	-
Dept 91907 - BARK PARK IMPROVEMENTS								
5300	CONTRACTUAL SERVICES	4,670	-	-	-	-	-	-
Total Dept 91907 - BARK PARK IMPROVEMENTS		4,670	-	-	-	-	-	-
Dept 91909 - REHAB 1192 PINE								
5300	CONTRACTUAL SERVICES	35,161	185,688	60,000	60,000	51,014	15,965	60,000
5700	CAPITAL OUTLAYS	2,005	98,333			18,604	11,057	
Total Dept 91909 - REHAB 1192 PINE		37,166	284,021	60,000	60,000	69,618	27,022	60,000
Dept 91914- SEAWAY RR BRIDGE PAINTING								
5300	CONTRACTUAL SERVICES	-	70,135	-	-	-	-	-
Total Dept 91914- SEAWAY RR BRIDGE PAINTING		-	70,135	-	-	-	-	-
Dept 91915 - MCLAUGHLIN PARK								
5300	CONTRACTUAL SERVICES	6,885	-	-	-	-	-	-
5700	CAPITAL OUTLAYS	405	-	-	-	-	-	-
Total Dept 91915 - MCLAUGHLIN PARK		7,290	-	-	-	-	-	-
Dept 91919 - 1713 7TH STREET								
5300	CONTRACTUAL SERVICES	18,050	500	-	-	-	-	-
Total Dept 91919 - 1713 7TH STREET		18,050	500	-	-	-	-	-
Dept 91920 - CITY HALL ELEVATOR								
5300	CONTRACTUAL SERVICES	79,711	-	-	-	-	-	-
Total Dept 91920 - CITY HALL ELEVATOR		79,711	-	-	-	-	-	-
Dept 91923 - SCATTERED HOUSING PROJECT								
5300	CONTRACTUAL SERVICES	1,475,547	1,464,350	-	-	1,700	662,864	-
5900	OTHER FINANCING USES	6,590	26,661			2,984	3,223	
Totals for dept 91923 - SCATTERED HOUSING PROJECT		1,482,137	1,491,011	-	-	4,684	666,087	-
Dept 91924 - REHAB 580 CATHERINE								
5300	CONTRACTUAL SERVICES	63,562	9,825	-	-	-	8,196	-
5700	CAPITAL OUTLAYS	24,074	1,891	-	-	-	1,330	-
Totals for dept 91924 - REHAB 580 CATHERINE		87,636	11,716	-	-	-	9,526	-
Dept 92011 - REHAB 1095 3RD								
5300	CONTRACTUAL SERVICES	-		-	-	-		-
5700	CAPITAL OUTLAYS	3,222	-	-	-	-	-	-
Totals for dept 92011 - REHAB 1095 3RD		3,222	-	-	-	-	-	-
Dept 92016 - ST MARY'S PARKING LOT								
5300	CONTRACTUAL SERVICES	-		-	-			-
5700	CAPITAL OUTLAYS	16,524	-	-	-	-	-	-
Totals for dept 92016 - ST MARY'S PARKING LOT		16,524	-	-	-	-	-	-
Dept 92017 - MERCY HEALTH ARENA SIGN								
5300	CONTRACTUAL SERVICES							
5700	CAPITAL OUTLAYS	32,946	59,315			-	20,000	
Totals for dept 92017 - MERCY HEALTH ARENA SIGN		32,946	59,315	-	-	-	20,000	-

BUDGET REPORT FOR CITY OF MUSKEGON
CAPITAL FUNDS 1ST QUARTER REFORECAST AND 2021-22 BUDGET

GL NUMBER AND BUDGET CLASSIFICATION		2019-20 ACTIVITY	2020-21 ACTIVITY	2021-22 ORIGINAL BUDGET	2021-22 AMENDED BUDGET	Sep 30, 2021 ACTUAL EXPENSES	Sep 30, 2020 ACTUAL EXPENSE	2021-22 1ST QUARTER REFORECAST
Dept 92021- MERCY HEALTH ARENA PROJECTS								
5300	CONTRACTUAL SERVICES	-		-	-			-
5700	CAPITAL OUTLAYS	78,929	-	-	-	-	-	-
Totals for dept 92021- MERCY HEALTH ARENA PROJECTS		78,929	-	-	-	-	-	-
Dept 92022- CORONAVIRUS ECONOMIC RELIEF								
5300	CONTRACTUAL SERVICES	865	1,005	-	-	-	1,005	-
5400	OTHER EXPENSES	33,360	-			-	-	
5700	CAPITAL OUTLAYS	-	-	-	-		-	-
Totals for dept 92022- CORONAVIRUS ECONOMIC RELIEF		34,225	1,005	-	-	-	1,005	-
Dept 92024- MARSH FIELD GARAGE								
5300	CONTRACTUAL SERVICES	22,749	43,202	-	-	-	32,125	-
5700	CAPITAL OUTLAYS	1,439	26,220	-	-	-	40	-
Totals for dept 92024- MARSH FIELD GARAGE		24,188	69,422	-	-	-	32,165	-
Dept 92026 - PAID PARKING KIOSK & COIN MACHINE								
5300	CONTRACTUAL SERVICES	153,870	35,698			5,570	9,127	
5700	CAPITAL OUTLAYS	4,967	-			-	-	
Totals for dept 92026 - PAID PARKING KIOSK & COIN MACHINE		158,837	35,698	-	-	5,570	9,127	-
Dept 92028 - CLERKS OFFICE REDESIGN								
5300	CONTRACTUAL SERVICES	2,060	1,131			-	10,781	
5700	CAPITAL OUTLAYS	2,358	717			-	547	
Totals for dept 92028 - CLERKS OFFICE REDESIGN		4,418	1,848	-	-	-	11,328	-
Dept 92029 - PM BATHHOUSE DISPLAY								
5300	CONTRACTUAL SERVICES	4,607	4,607			-	4,607	
5700	CAPITAL OUTLAYS							
Totals for dept 92029 - PM BATHHOUSE DISPLAY		4,607	4,607	-	-	-	4,607	-
Dept 92030 - FEMA ELIGIBLE COVID19 EXPENSES								
5300	CONTRACTUAL SERVICES	22,000	-			-	-	
5700	CAPITAL OUTLAYS							
Totals for dept 92030 - FEMA ELIGIBLE COVID19 EXPENSES		22,000	-	-	-	-	-	-
Dept 92031 - ELECTRIC CHARGING STATION								
5300	CONTRACTUAL SERVICES	37,960	-			-	-	
5700	CAPITAL OUTLAYS							
Totals for dept 92031 - ELECTRIC CHARGING STATION		37,960	-	-	-	-	-	-
Dept 92040 - HARBOR WEST BROWNFIELD								
5300	CONTRACTUAL SERVICES		-			-	-	
5700	CAPITAL OUTLAYS							
Totals for dept 92040 - HARBOR WEST BROWNFIELD		-	-	-	-	-	-	-
Dept 92110 - CAMPBELL FIELD								
5300	CONTRACTUAL SERVICES	-	48,344			957	-	101,656
5700	CAPITAL OUTLAYS							
Totals for dept 92110 - CAMPBELL FIELD		-	48,344	-	-	957	-	101,656
Dept 92115 - REHAB 435 E ISABELLA								
5300	CONTRACTUAL SERVICES	-	-			1,710	-	
5700	CAPITAL OUTLAYS					85		
Totals for dept 92115 - REHAB 435 E ISABELLA		-	-	-	-	1,795	-	-
Dept 96051 - FIRE EQUIPMENT								
5300	CONTRACTUAL SERVICES	-		-	-			-
Totals for dept 96051 - FIRE EQUIPMENT		-	-	-	-	-	-	-
Dept 96053								
5400	OTHER EXPENSES	-	-	-	-	-	-	-
404-96053-5471	BAD DEBTS	-		-	-			-
Totals for dept 96053 -		-	-	-	-	-	-	-
Dept 96054 - PROPERTY ACQUISITION								
5100	SALARIES & BENEFITS	5,235	5,018	-	-	2,183	1,820	-
5300	CONTRACTUAL SERVICES	6,367	5,032	-	-	121	1,702	-
5700	CAPITAL OUTLAYS	18,780	12,303	25,000	25,000	270	1,608	25,000
Totals for dept 96054 - PROPERTY ACQUISITION		30,382	22,353	25,000	25,000	2,574	5,130	25,000
Dept 96059 - SIDEWALK PROGRAM								
5300	CONTRACTUAL SERVICES	-		-	-			-
Total for dept 96059 - SIDEWALK PROGRAM		-	-	-	-	-	-	-
TOTAL EXPENDITURES		**6,844,846**	**2,854,628**	**275,000**	**275,000**	**154,267**	**1,210,719**	**226,656**
NET OF REVENUES/EXPENDITURES - FUND 404		(1,759,925)	574,367	1,340,000	1,340,000	548,529	(237,858)	1,388,344
BEGINNING FUND BALANCE		158,592	(1,601,333)	(1,026,967)	(1,026,967)	(1,026,967)	(1,601,333)	(1,026,967)
ENDING FUND BALANCE		(1,601,333)	(1,026,967)	313,033	313,033	(478,438)	(1,839,191)	361,377

BUDGET REPORT FOR CITY OF MUSKEGON
CAPITAL FUNDS 1ST QUARTER REFORECAST AND 2021-22 BUDGET

GL NUMBER AND BUDGET CLASSIFICATION		2019-20 ACTIVITY	2020-21 ACTIVITY	2021-22 ORIGINAL BUDGET	2021-22 AMENDED BUDGET	Sep 30, 2021 ACTUAL EXPENSES	Sep 30, 2020 ACTUAL EXPENSE	2021-22 1ST QUARTER REFORECAST
Fund 482 - STATE GRANTS								
ESTIMATED REVENUES								
Dept 00000								
482-00000-4300	FEDERAL GRANTS	-		10,481,894	10,481,894			10,481,894
482-00000-4400	STATE GRANTS	2,028,611	1,512,355	1,965,872	1,965,872	509,071	411,566	1,965,872
482-00000-4805	CONTRIBUTIONS	-	6,445	-	-		-	-
482-00000-4901	OP. TRANS FROM GENERAL FUND	10,000	-			-	-	
482-00000-4970	INTEREST INCOME	-	373	-	-	323	-	-
Totals for dept 00000 -		2,038,611	1,519,173	12,447,766	12,447,766	509,394	411,566	12,447,766
TOTAL ESTIMATED REVENUES		**2,038,611**	**1,519,173**	**12,447,766**	**12,447,766**	**509,394**	**411,566**	**12,447,766**
Dept 80699 - ECONOMIC DEVELOPMENT								
5300	CONTRACTUAL SERVICES	-		1,579,203	1,579,203			1,579,203
Totals for dept 80699 - ECONOMIC DEVELOPMENT		-	-	1,579,203	1,579,203	-	-	1,579,203
Dept 91507 - EPA GRANT								
5300	CONTRACTUAL SERVICES	-		-	-			-
Totals for dept 91507 - EPA GRANT		-	-	-	-	-	-	-
Dept 91514 - PLACEMAKING GRANT								
5200	SUPPLIES	-		-	-			-
482-91514-5231	MICELLANEOUS MATERIALS & SUPPLIES	-		-	-			-
Totals for dept 91514 - PLACEMAKING GRANT		-	-	-	-	-	-	-
Dept 91714 - DEMO SMOKE STACKS WINDWARD P1								
5300	CONTRACTUAL SERVICES	-		-	-			-
Totals for dept 91714 - DEMO SMOKE STACKS WINDWARD P1		-	-	-	-	-	-	-
Dept 91803 - MSHDA BLIGHT GRANT 2018								
5300	CONTRACTUAL SERVICES	-		-	-			-
Totals for dept 91803 - MSHDA BLIGHT GRANT 2018		-	-	-	-	-	-	-
Dept 91808 - LC WALKER GENERAL WORK (HEATING/COOLING/								
5300	CONTRACTUAL SERVICES	24	-			-	-	
Totals for dept 91808 - LC WALKER GENERAL WORK (HEATING/COOLING/		24	-	-	-	-	-	-
Dept 91908 - MDOC PROPERTY								
5300	CONTRACTUAL SERVICES	466,564	235,776	-	-	16,044	150,860	-
5700	CAPITAL OUTLAYS	-		765,872	765,872			765,872
5900	OTHER FINANCING USES	-		-	-			-
Total Dept 91908 - MDOC PROPERTY		466,564	235,776	765,872	765,872	16,044	150,860	765,872
Dept 91913 - WINDWARD POINTE GRANT								
5300	CONTRACTUAL SERVICES	1,523,337	1,242,515	1,200,000	1,200,000	457,725	291,574	1,200,000
Total Dept 91913 - WINDWARD POINTE GRANT		1,523,337	1,242,515	1,200,000	1,200,000	457,725	291,574	1,200,000
Dept 91925 - RENEW MICHIGAN GRANT								
5300	CONTRACTUAL SERVICES	38,685	4,733	-	-	-	3,655	-
Total Dept 91925 - RENEW MICHIGAN GRANT		38,685	4,733	-	-	-	3,655	-
Dept 92044 - EGLE GRANT 122 W MUSKEGON								
5300	CONTRACTUAL SERVICES	-	3,214	-	-	-	-	-
Total Dept 92044 - EGLE GRANT 122 W MUSKEGON		-	3,214	-	-	-	-	-
Dept 92111 - OLTHOFF DRIVE EXTENSION								
5300	CONTRACTUAL SERVICES	-	32,562	-	-	13,752	-	-
Total Dept 92111 - OLTHOFF DRIVE EXTENSION		-	32,562	-	-	13,752	-	-
Dept 98140 - ENVIRONMENTAL REMEDIATION BETTEN								
5900	OTHER FINANCING USES	-		-	-			-
482-98140-5952	INTEREST EXPENSE - LOAN	394	-	-	-	-	-	-
482-98140-5962	PRINCIPAL EXP - LOAN	19,699	-	-	-	-	-	-
Totals for dept 98140 - ENVIRONMENTAL REMEDIATION BETTEN		20,093	-	-	-	-	-	-
TOTAL EXPENDITURES		**2,048,703**	**1,518,800**	**3,545,075**	**3,545,075**	**487,521**	**446,089**	**3,545,075**
NET OF REVENUES/EXPENDITURES - FUND 482		(10,093)	373	8,902,691	8,902,691	21,873	(34,523)	8,902,691
BEGINNING FUND BALANCE		11,268	1,176	1,548	1,548	1,548	1,176	1,548
ENDING FUND BALANCE		1,176	1,548	8,904,239	8,904,239	23,421	(33,348)	8,904,239

BUDGET REPORT FOR CITY OF MUSKEGON
ENTERPRISE FUNDS 1ST QUARTER REFORECAST AND 2021-22 BUDGET

GL NUMBER AND BUDGET CLASSIFICATION	DESCRIPTION	2019-20 ACTIVITY	2020-21 ACTIVITY	2021-22 ORIGINAL BUDGET	2021-22 AMENDED BUDGET	Sep 30, 2021 ACTUAL EXPENSES	Sep 30, 2020 ACTUAL EXPENSE	2021-22 1ST QUARTER REFORECAST
590 - SEWAGE DISPOSAL SYSTEM								
ESTIMATED REVENUES								
Dept 00000								
590-00000-4300	FEDERAL GRANTS	-	9,568,000	-	-			-
590-00000-4400	STATE GRANTS	-		-	-			-
590-00000-4605	METERED SALES	8,128,801	9,060,774	9,400,000	9,400,000	2,935,125	1,917,565	9,400,000
590-00000-4619	MISC. SALES AND SERVICES	134,393	71,200	75,000	75,000	17,500	9,800	75,000
590-00000-4704	PENALTIES/INTEREST/FINES	125,199	158,274	160,000	160,000	48,178	38,384	160,000
590-00000-4800	MISC. & SUNDRY	-	-	2,000	2,000	-	-	152,000
590-00000-4802	REIMB:SERVICES RENDERED	9,445	7,908	8,000	8,000	116	1,468	8,000
590-00000-4818	RECOVERY OF BAD DEBT	-		-	-			-
590-00000-4961	BOND PROCEEDS	-	-	4,600,000	4,600,000	-	-	4,600,000
590-00000-4970	INTEREST INCOME	1,209	138	-	-	-	-	-
Totals for dept 00000 -		8,399,047	18,866,294	14,245,000	14,245,000	3,000,919	1,967,217	14,395,000
TOTAL ESTIMATED REVENUES		**8,399,047**	**18,866,294**	**14,245,000**	**14,245,000**	**3,000,919**	**1,967,217**	**14,395,000**
Dept 30203 - PENSION ADMINISTRATION								
5100	SALARIES & BENEFITS	-	74,609	**96,826**	**96,826**	16,138	16,410	**96,826**
Totals for dept 30205 - PENSION ADMINISTRATION		-	74,609	96,826	96,826	16,138	16,410	96,826
EXPENDITURES								
Dept 30548 - BOND INTEREST, INSURANCE & OTHER								
5300	CONTRACTUAL SERVICES	476,958	519,319	522,026	522,026	118,292	121,904	522,026
5400	OTHER EXPENSES	-	-	-	-	-	-	-
5900	OTHER FINANCING USES	526,670	535,877	403,700	403,700	19,052	117,787	403,700
Totals for dept 30548 - BOND INTEREST, INSURANCE & OTHER		1,003,628	1,055,196	925,726	925,726	137,344	239,691	925,726
Dept 60550 - STORM WATER MANAGEMENT								
5300	CONTRACTUAL SERVICES	4,137	-	-	-	-	-	-
Totals for dept 60550 - STORM WATER MANAGEMENT		4,137	-	-	-	-	-	-
Dept 60557 - MUSKEGON CO. WASTEWATER TREATMENT								
5300	CONTRACTUAL SERVICES	6,978,294	5,271,658	6,000,000	6,000,000	421,003	1,046,980	5,500,000
Totals for dept 60557 - MUSKEGON CO. WASTEWATER TREATMENT		6,978,294	5,271,658	6,000,000	6,000,000	421,003	1,046,980	5,500,000
Dept 60559 - WATER & SEWER MAINTENANCE								
5100	SALARIES & BENEFITS	1,038,763	943,690	918,675	918,675	225,238	196,187	918,675
5200	SUPPLIES	110,572	117,401	116,450	116,450	31,376	15,938	116,450
5300	CONTRACTUAL SERVICES	676,611	499,614	764,510	764,510	196,658	125,547	764,510
5400	OTHER EXPENSES	12,543	39,305	33,000	33,000	-	22,280	33,000
5700	CAPITAL OUTLAYS	3,548	8,862	19,100	19,100	1,649	29,786	19,100
Totals for dept 60559 - WATER & SEWER MAINTENANCE		1,842,037	1,608,872	1,851,735	1,851,735	454,921	389,738	1,851,735
Dept 91325 - STORM & WASTE WATER ASSET MGMT - SAW GRA								
5300	CONTRACTUAL SERVICES	-		-	-			-
Totals for dept 91325 - STORM & WASTE WATER ASSET MGMT - SAW GRA		-	-	-	-	-	-	-
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	-		-	-			-
Totals for dept 91609 - HARTFORD, PINE & DIANA WATER MAIN UPGRAD		-	-	-	-	-	-	-
Dept 91806 - BEIDLER & MADISON S2 PROJECTS								
5300	CONTRACTUAL SERVICES	-		-	-			-
Totals for dept 91806 - BEIDLER & MADISON S2 PROJECT		-	-	-	-	-	-	-
Dept 91826 - SRF SEWER UPGRADES								
5300	CONTRACTUAL SERVICES	5,971	5,435	-	-	-	1,352	-
Totals for dept 91826 - SRF SEWER UPGRADES		5,971	5,435	-	-	-	1,352	-
Dept 91828 -LIFT STATION REPAIRS/UPGRADES								
5300	CONTRACTUAL SERVICES	30,443	-	150,000	150,000	-	-	150,000
Totals for dept 91828 - LIFT STATION REPAIRS/UPGRADES		30,443	-	150,000	150,000	-	-	150,000
Dept 91830 -SRF PROJECT 2018								
5300	CONTRACTUAL SERVICES	39,847	-	-	-	-	-	-
Totals for dept 91830 - SRF PROJECT 2018		39,847	-	-	-	-	-	-
Dept 91831 -REMEMBRANCE DRIV EXTENSION								
5300	CONTRACTUAL SERVICES	-		-	-			-
Totals for dept 91831 - REMEMBRANCE DR EXTENSION		-	-	-	-	-	-	-
Dept 91849 - LIFT STATION REPAIRS/ UPGRADES 18-19								
5300	CONTRACTUAL SERVICES	-		-	-			-
Totals for dept 91849 - LIFT STATIONI REPAIRS/ UPGRADES 18-19		-	-	-	-	-	-	-
Dept 91850 - BOURDON & ADDISON ALLEY SEWER								
5300	CONTRACTUAL SERVICES	599	61,306			-	-	
Totals for dept 91850 - BOURDON & ADDISON ALLEY SEWER		599	61,306	-	-	-	-	-
Dept 91851 - SPRING STREET TRUCK SEWER								
5300	CONTRACTUAL SERVICES	25,532	1,724,018			58,453	296,423	505,194
Totals for dept 91851 - SPRING STREET TRUCK SEWER		25,532	1,724,018	-	-	58,453	296,423	505,194
Dept 91852 - 9TH STREET SEWER REROUTE								
5300	CONTRACTUAL SERVICES	1,228,865	769,760			-	956,236	
Totals for dept 91852 - 9TH STREET SEWER REROUTE		1,228,865	769,760	-	-	-	956,236	-
Dept 91853 - GETTY LIFT STATION FORCEMAIN								
5300	CONTRACTUAL SERVICES	736	81,005			-	70,999	
Totals for dept 91853 - GETTY LIFT STATION FORCEMAIN		736	81,005	-	-	-	70,999	-
Dept 91854 - BEIDLER TRUNK SEWER								

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5300	CONTRACTUAL SERVICES	2,235,601	2,597,175			22,458	1,370,750	22,458
Totals for dept 91854 - BEIDLER TRUNK SEWER		2,235,601	2,597,175	-	-	22,458	1,370,750	22,458
Dept 91855 - GLENSIDE NEIGHBORHOOD								
5300	CONTRACTUAL SERVICES	47,704	956,794			-	511,109	
Totals for dept 91855 - GLENSIDE NEIGHBORHOOD		47,704	956,794	-	-	-	511,109	-
Dept 91856 - PECK & SANDFORD								
5300	CONTRACTUAL SERVICES	338,067	991,707			-	690,874	
Totals for dept 91856 - PECK & SANDFORD		338,067	991,707	-	-	-	690,874	-
Dept 91857 - INDUSTRIAL PARK/ MERCY SANITARY SEWER STU								
5300	CONTRACTUAL SERVICES	-		-	-			-
Totals for dept 91857 - INDUSTRIAL PARK/ MERCY SANITARY SEWER STU		-	-	-	-	-	-	-
Dept 92003 - MICHIGAN & FRANKLIN								
5700	CAPITAL OUTLAYS	-	52,145					
Totals for dept 92003 - MICHIGAN & FRANKLIN		-	52,145	-	-	-	-	-
Dept 92009 -AMITY ST - FORK TO GETTY								
5300	CONTRACTUAL SERVICES	177,151	1,021,424	1,500,000	1,500,000	680,525	21,778	2,000,000
Totals for dept 92009 - AMITY ST - FORK TO GETTY		177,151	1,021,424	1,500,000	1,500,000	680,525	21,778	2,000,000
Dept 92010 - PECK ST - LAKETON TO MERRILL								
5300	CONTRACTUAL SERVICES	110,609	1,637,757	800,000	800,000	673,362	3,106	950,000
Totals for dept 92010 - PECK ST - LAKETON TO MERRILL		110,609	1,637,757	800,000	800,000	673,362	3,106	950,000
Dept 92018 - LIFT REPAIRS APPLE/HARBOURTOWNE								
5300	CONTRACTUAL SERVICES	40,608	-			-	-	
5700	CAPITAL OUTLAYS		-			-	-	
Totals Dept 92018 - LIFT REPAIRS APPLE/HARBOURTOWNE		40,608	-	-	-	-	-	-
Dept 92027 - 2020-21 DWRF AND SRF								
5300	CONTRACTUAL SERVICES	1,149	-			-	-	
5700	CAPITAL OUTLAYS		-			-	-	
Totals Dept 92027 - 2020-21 DWRF AND SRF		1,149	-	-	-	-	-	-
Dept 92046 - 3RD/4TH ALLEY RECONSTRUCTION								
5300	CONTRACTUAL SERVICES			29,000	29,000	-	-	29,000
Totals Dept 92046 - 3RD/4TH ALLEY RECONSTRUCTION		-	-	29,000	29,000	-	-	29,000
Dept 99012 - GIS TRAINING								
5300	CONTRACTUAL SERVICES	256	-			-	-	
5700	CAPITAL OUTLAYS		-			-	-	
Totals Dept 99012 - GIS TRAINING		256	-	-	-	-	-	-
Dept 92117- SANFORD (MERRILL TO LAKETON) UNASSIGNED								
5300	CONTRACTUAL SERVICES	-	-	-	-	-	-	-
5700	CAPITAL OUTLAYS	-	-	150,000	150,000	-	-	150,000
Totals for Dept 92117-SANFORD (MERRILL TO LAKETON) UNASSIGNED		-	-	150,000	150,000	-	-	150,000
Dept 92118 - GLENSIDE SRF PHASE 2 UNASSIGNED								
5300	CONTRACTUAL SERVICES	-	-	-	-	-	-	-
5700	CAPITAL OUTLAYS	-	-	75,000	75,000	-	-	75,000
Totals for Dept 92118-GLENSIDE SRF PHASE 2 UNASSIGNED		-	-	75,000	75,000	-	-	75,000
UNASSIGNED - JEFFERSON STREET								
5300	CONTRACTUAL SERVICES			25,000	25,000	-	-	
Totals UNASSIGNED - JEFFERSON STREET		-	-	25,000	25,000	-	-	-
UNASSIGNED - MUSKEGON MUSEUM OF ART-ALLEY VACATION								
5300	CONTRACTUAL SERVICES			140,000	140,000	-	-	140,000
Totals UNASSIGNED -MUSKEGON MUSEUM OF ART ALLEY VACATION		-	-	140,000	140,000	-	-	140,000
Dept 99999 - FIXED ASSETS CAPITALIZATION								
5100	SALARIES & BENEFITS	5,971	-	-	-	-	-	-
5700	CAPITAL OUTLAYS	(4,283,137)	(9,891,942)	-	-	-	(28,000)	-
Totals for dept 99999 - FIXED ASSETS CAPITALIZATION		(4,277,166)	(9,891,942)	-	-	-	(28,000)	-
TOTAL EXPENDITURES		**9,834,066**	**8,016,918**	**11,743,287**	**11,743,287**	**2,464,204**	**5,587,445**	**12,395,939**
NET OF REVENUES/EXPENDITURES - FUND 590		(1,435,019)	10,849,376	2,501,713	2,501,713	536,715	(3,620,228)	1,999,061
BEGINNING NET POSITION		11,695,671	10,260,652	21,110,028	21,110,028	21,110,028	10,260,652	21,110,028
ENDING NET POSITION		10,260,652	21,110,028	23,611,741	23,611,741	21,646,743	6,640,424	23,109,089

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ENTERPRISE FUNDS 1ST QUARTER REFORECAST AND 2021-22 BUDGET

GL NUMBER AND BUDGET CLASSIFICATION	DESCRIPTION	2019-20 ACTIVITY	2020-21 ACTIVITY	2021-22 ORIGINAL BUDGET	2021-22 AMENDED BUDGET	Sep 30, 2021 ACTUAL EXPENSES	Sep 30, 2020 ACTUAL EXPENSE	2021-22 1ST QUARTER REFORECAST
Fund 591 - WATER SUPPLY SYSTEM								
ESTIMATED REVENUES								
Dept 00000								
591-00000-4300	FEDERAL GRANTS	-	780,250	-	-	-	-	-
591-00000-4400	STATE GRANTS	94,462	-	-	-	-	-	200,000
591-00000-4605	METERED SALES	3,180,302	4,215,545	**3,380,000**	**3,380,000**	1,239,931	1,030,076	**3,380,000**
591-00000-4616	WHOLESALE WATER	4,624,428	4,034,865	**4,600,000**	**4,600,000**	1,684,977	1,448,293	**4,600,000**
591-00000-4618	LEAD REPLACEMENT FEE		-	**750,000**	**750,000**	-	-	**750,000**
591-00000-4619	MISC. SALES AND SERVICES	181,004	109,633	**170,000**	**170,000**	150,394	42,686	**170,000**
591-00000-4652	TOWNSHIP MAINTENANCE CONTRACT	69,627	56,454	**200,000**	**200,000**	6,657	11,843	**200,000**
591-00000-4661	LEASE/RENTAL	175,251	225,411	**180,000**	**180,000**	46,064	47,697	**180,000**
591-00000-4704	PENALTIES/INTEREST/FINES	47,954	76,548	**75,000**	**75,000**	23,885	16,861	**75,000**
591-00000-4800	MISC. & SUNDRY	8,335	9,382	**10,000**	**10,000**	5,334	1,562	**10,000**
591-00000-4802	REIMB:SERVICES RENDERED	29,385	24,732	**20,000**	**20,000**	9,142	4,522	**20,000**
591-00000-4805	CONTRIBUTIONS	-	-	-	-	-		-
591-00000-4818	RECOVERY OF BAD DEBT	-		-	-			-
591-00000-4904	OP. TRANS FROM CAPITAL PROJECTS	-	35,000	-	-			-
591-00000-4961	LOAN PROCEEDS	-		**4,425,000**	**4,425,000**			**4,425,000**
591-00000-4970	INTEREST INCOME	6,757	9,738	**6,000**	**6,000**	-	1,998	**6,000**
Totals for dept 00000 -		8,417,508	9,577,557	13,816,000	13,816,000	3,166,384	2,605,538	14,016,000
TOTAL ESTIMATED REVENUES		**8,417,508**	**9,577,557**	**13,816,000**	**13,816,000**	**3,166,384**	**2,605,538**	**14,016,000**
Dept 30203 - PENSION ADMINISTRATION								
5100	SALARIES & BENEFITS		147,769	**189,928**	**189,928**	31,655	32,501	**189,928**
Totals for dept 30205 - PENSION ADMINISTRATION		-	147,769	189,928	189,928	31,655	32,501	189,928
EXPENDITURES								
Dept 30548 - BOND INTEREST, INSURANCE & OTHER								
5300	CONTRACTUAL SERVICES	989,718	1,115,798	**1,212,891**	**1,212,891**	281,378	262,825	**1,212,891**
5400	OTHER EXPENSES	(263)	-	-	-	-	-	-
5900	OTHER FINANCING USES	2,006,516	2,043,072	**1,181,261**	**1,181,261**	62,630	519,503	**1,181,261**
Totals for dept 30548 - BOND INTEREST, INSURANCE & OTHER		2,995,971	3,158,870	2,394,152	2,394,152	344,008	782,328	2,394,152
Dept 60555 - LEAD SERVICE LINE								
5100	SALARIES & BENEFITS		156,190	**150,000**	**150,000**	46,318	27,762	**150,000**
5200	SUPPLIES		81,583	**80,000**	**80,000**	34,045	9,168	**80,000**
5300	CONTRACTUAL SERVICES		272,613	**520,000**	**520,000**	39,348	57,570	**520,000**
5400	OTHER EXPENSES							
5700	CAPITAL OUTLAYS							
Totals for dept 60555 - LEAD SERVICE LINE		-	510,386	750,000	750,000	119,711	94,500	750,000
Dept 60558 - WATER SUPPLY & FILTRATION								
5100	SALARIES & BENEFITS	1,399,837	1,154,435	**1,201,614**	**1,201,614**	224,308	263,417	**1,201,614**
5200	SUPPLIES	324,098	290,171	**367,900**	**367,900**	42,242	66,460	**367,900**
5300	CONTRACTUAL SERVICES	750,603	797,248	**1,001,383**	**1,001,383**	193,969	236,579	**1,001,383**
5400	OTHER EXPENSES	11,396	7,505	**6,500**	**6,500**	1,360	6,020	**6,500**
5700	CAPITAL OUTLAYS	173,297	175,804	**170,500**	**170,500**	3,226	78,008	**170,500**
Totals for dept 60558 - WATER SUPPLY & FILTRATION		2,659,231	2,425,163	2,747,897	2,747,897	465,105	650,484	2,747,897
Dept 60559 - WATER & SEWER MAINTENANCE								
5100	SALARIES & BENEFITS	1,684,366	1,417,081	**1,390,812**	**1,390,812**	346,828	339,266	**1,390,812**
5200	SUPPLIES	290,082	293,759	**295,450**	**295,450**	46,943	94,387	**295,450**
5300	CONTRACTUAL SERVICES	549,329	390,403	**927,365**	**927,365**	213,388	133,857	**927,365**
5400	OTHER EXPENSES	136,314	92,147	**180,000**	**180,000**	43,450	51,035	**180,000**
5700	CAPITAL OUTLAYS	16,843	32,480	**24,000**	**24,000**	2,177	30,405	**24,000**
Totals for dept 60559 - WATER & SEWER MAINTENANCE		2,676,934	2,225,870	2,817,627	2,817,627	652,786	648,950	2,817,627
Dept 60660 - WATER & SEWER MAINTENANCE-TWP								
5100	SALARIES & BENEFITS	33,801	20,265	**48,165**	**48,165**	2,374	1,966	**48,165**
5200	SUPPLIES	2,074	2,417	**1,800**	**1,800**	396	532	**1,800**
5300	CONTRACTUAL SERVICES	41,898	33,947	**40,000**	**40,000**	8,552	10,396	**40,000**
5400	OTHER EXPENSES	-						
Totals for dept 60660 - WATER & SEWER MAINTENANCE-TWP		77,773	56,629	89,965	89,965	11,322	12,894	89,965
Dept 90000								
5300	CONTRACTUAL SERVICES	-	-	-	-	-	-	-
Totals for dept 90000 -		-	-	-	-	-	-	-
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	-	-	-	-	-	-	-
Totals for dept 91609 - HARTFORD, PINE & DIANA WATER MAIN UPGRAD		-	-	-	-	-	-	-
Dept 91706 - ALLEY BLOCK 616 WATERMAIN UPGRADE								
5300	CONTRACTUAL SERVICES	-	-	-	-	-	-	-
Totals for dept 91706 - ALLEY BLOCK 616 WATERMAIN UPGRADE		-	-	-	-	-	-	-
Dept 91708 - MADISON, KEATING TO HOLBROOK WATERMAIN U								
5300	CONTRACTUAL SERVICES	-	-	-	-	-	-	-
Totals for dept 91708 - MADISON, KEATING TO HOLBROOK WATERMAIN U		-	-	-	-	-	-	-
Dept 91710 - WATER ASSET MANAGEMENT								
5300	CONTRACTUAL SERVICES	-		-	-			-
Totals for dept 91710 - WATER ASSET MANAGEMENT		-	-	-	-	-	-	-
Dept 91711 - LAKESHORE DR, MCCRACKEN TO LAKETON								
5300	CONTRACTUAL SERVICES	880,313	131,440	-	-	-	740	18,566
Totals for dept 91711 - LAKESHORE DR, MCCRACKEN TO LAKETON		880,313	131,440	-	-	-	740	18,566
Dept 91718 - VEHICLE BASE READING UNIT								
5700	CAPITAL OUTLAYS	-	-	-	-	-	-	-
Totals for dept 91718 - VEHICLE BASE READING UNIT		-	-	-	-	-	-	-
Dept 91722 - DEVELOP ASSET MANAGEMENT PLAN								

BUDGET REPORT FOR CITY OF MUSKEGON
ENTERPRISE FUNDS 1ST QUARTER REFORECAST AND 2021-22 BUDGET

GL NUMBER AND BUDGET CLASSIFICATION	DESCRIPTION	2019-20 ACTIVITY	2020-21 ACTIVITY	2021-22 ORIGINAL BUDGET	2021-22 AMENDED BUDGET	Sep 30, 2021 ACTUAL EXPENSES	Sep 30, 2020 ACTUAL EXPENSE	2021-22 1ST QUARTER REFORECAST
5300	CONTRACTUAL SERVICES	-	-	-	-	-	-	-
Totals for dept 91722 - DEVELOP ASSET MANAGEMENT PLAN		-	-	-	-	-	-	-
Dept 91813 - REHAB 1290 WOOD								
5300	CONTRACTUAL SERVICES	-		-	-			-
Totals for dept 91813 - REHAB 1290 WOOD		-	-	-	-	-	-	-
Dept 91825 - PLC UPGRADES AT FILTRATION								
5300	CONTRACTUAL SERVICES	13,680	-	-	-	-	-	-
Totals for dept 91825 - PLC UPGRADES AT FILTRATION		13,680	-	-	-	-	-	-
Dept 91826 - SRF SEWER UPGRADES								
5300	CONTRACTUAL SERVICES	-	6,175	-	-	2,885	-	3,000
Totals for dept 91826 - SEWER UPGRADES		-	6,175	-	-	2,885	-	3,000
Dept 91831 - REMEMBRANCE DR EXTENSION								
5300	CONTRACTUAL SERVICES	-		-	-			-
Totals for dept 91831 - REMEMBRANCE DR EXTENSION		-	-	-	-	-	-	-
Dept 91838 - POLIT GRANT - WATER SYSTEM INVENTORY								
5200	SUPPLIES	-		-	-			-
5300	CONTRACTUAL SERVICES	61,495	-	-	-	-	-	-
Totals for dept 91838 - PILOT GRANT WATER SYSTEM INVENTORY		61,495	-	-	-	-	-	-
Dept 91843 - 3RD ST.								
5300	CONTRACTUAL SERVICES	331,691	-	-	-	-	-	-
Totals for dept 91843 - 3RD ST.		331,691	-	-	-	-	-	-
Dept 91845 - SCAD MIGRATION PROJECT								
5700	CAPITAL OUTLAYS	8,135	-	-	-	-	-	-
Totals for dept 91845 - SCAD MIGRATION PROJECT		8,135	-	-	-	-	-	-
Dept 91846 - FILTRATION PLANT WELLS								
5700	CAPITAL OUTLAYS	-		-	-			-
Totals for dept 91846 - FILTRATION PLANT WELLS		-	-	-	-	-	-	-
Dept 91847 - FRUITPORT GENERATOR TIE-IN								
5700	CAPITAL OUTLAYS	71,149	-	-	-	-	-	-
Totals for dept 91847 - FRUITPORT GENERATOR TIE-IN		71,149	-	-	-	-	-	-
Dept 91848 - OLD FILTER GALLERY ROOF								
5700	CAPITAL OUTLAYS	-	-	-	-			-
Totals for dept 91848 - OLD FILTER GALLERY ROOF		-	-	-	-	-	-	-
Dept 91851 - SPRING STREET TRUNK SEWER REROUTE								
5300	CONTRACTUAL SERVICES	-	746,230	-	-	23,769	-	307,464
Totals for dept 91851 - SPRING STREET TRUNK SEWER REROUTE		-	746,230	-	-	23,769	-	307,464
Dept 91854 - BEIDLER TRUNK SEWER								
5300	CONTRACTUAL SERVICES	415,664	451,492	-	-	4,358	244,691	4,358
Totals for dept 91854 - BEIDLER TRUNK SEWER		415,664	451,492	-	-	4,358	244,691	4,358
Dept 91855 - WESTWOOD/GLENSIDE								
5300	CONTRACTUAL SERVICES	-	354,445	-	-	-	283,730	-
Totals for dept 91854 -WESTWOOD/GLENSIDE		-	354,445	-	-	-	283,730	-
Dept 91856 - JEFFERSON/STRONG								
5300	CONTRACTUAL SERVICES	4,068	45,184	-	-	-	11,860	-
Totals for dept 91856 - JEFFERSON/STRONG		4,068	45,184	-	-	-	11,860	-
Dept 91903 - DWRF PROJECT PLANS SECOND CHANCE								
5300	CONTRACTUAL SERVICES	19,528	-	-	-	-	-	-
Totals for dept 91903 - DWRF PROJECT PLANS SECOND CHANCE		19,528	-	-	-	-	-	-
Dept 91910 - RAPID MIXER								
5700	CAPITAL OUTLAYS	-		-	-			-
Totals for dept 91910 - RAPID MIXER		-	-	-	-	-	-	-
Dept 91911 - MARSH & WALTON PROJECT								
5300	CONTRACTUAL SERVICES	-		-	-			-
Totals for dept 91911 -MARSH & WALTON PROJECT		-	-	-	-	-	-	-
Dept 91912 - BUBBLER PANELS								
5700	CAPITAL OUTLAYS	-		-	-			-
Totals for dept 91912 - BUBBLER PANELS		-	-	-	-	-	-	-
Dept 91916 - FENCE REPLACEMENT WATER TANKS								
5300	CONTRACTUAL SERVICES	-		-	-			-
Totals for dept 91916 - FENCE REPLACEMENT WATER TANKS		-	-	-	-	-	-	-
Dept 91917 - BEACH ST.								
5300	CONTRACTUAL SERVICES	25,472	209,093	-	-	735	-	490,908
Totals for dept 91917 - BEACH ST.		25,472	209,093	-	-	735	-	490,908
Dept 91918 - ELECTRICAL UPGRADE FILTRATION 19								
5700	CAPITAL OUTLAYS	4,236	-	-	-	-	-	-
Totals for dept 91918 - ELECTRICAL UPGRADE FILTRATION 19		4,236	-	-	-	-	-	-
Dept 92002 - PECK STREET - APPLE TO STRONG								
5700	CAPITAL OUTLAYS	4,146	4,920	300,000	300,000	-	969	300,000
Totals for dept 92002 - PECK STREET - APPLE TO STRONG		4,146	4,920	300,000	300,000	-	969	300,000
Dept 92003 - MICHIGAN & FRANKLIN								
5700	CAPITAL OUTLAYS	-	94,154	-	-	3,011	-	3,011
Totals for dept 92003 - MICHIGAN & FRANKLIN		-	94,154	-	-	3,011	-	3,011
Dept 92005- COMMUNICATIONS TOWERS								
5700	CAPITAL OUTLAYS	61,969	-	-	-	-	-	-
Totals for dept 92005 - COMMUNICATIONS TOWERS		61,969	-	-	-	-	-	-

BUDGET REPORT FOR CITY OF MUSKEGON
ENTERPRISE FUNDS 1ST QUARTER REFORECAST AND 2021-22 BUDGET

GL NUMBER AND BUDGET CLASSIFICATION	DESCRIPTION	2019-20 ACTIVITY	2020-21 ACTIVITY	2021-22 ORIGINAL BUDGET	2021-22 AMENDED BUDGET	Sep 30, 2021 ACTUAL EXPENSES	Sep 30, 2020 ACTUAL EXPENSE	2021-22 1ST QUARTER REFORECAST
Dept 92007- HARVEY RESERVOIR IMPROVEMENTS								
5700	CAPITAL OUTLAYS	23,894	246,818	900,000	900,000	110,300	-	900,000
Totals for dept 92007- HARVEY RESERVOIR IMPROVEMENTS		23,894	246,818	900,000	900,000	110,300	-	900,000
Dept 92008- FILTRATION PLANT ROOFING & WINDOWS								
5300	CONTRACTUAL SERVICES	-	45,793	-	-	21,843	-	-
5700	CAPITAL OUTLAYS	11,651	168,667	1,275,000	1,275,000	52,607	-	1,275,000
Totals for dept 92008- FILTRATION PLANT ROOFING & WINDOWS		11,651	214,460	1,275,000	1,275,000	74,449	-	1,275,000
Dept 92009- AMITY ST-FORK TO GETTY								
5300	CONTRACTUAL SERVICES	5,653	622,994	1,250,000	1,250,000	555,873	18,191	1,875,000
5700	CAPITAL OUTLAYS	-	-	-	-	-	-	-
Totals for dept 92009- AMITY ST-FORK TO GETTY		5,653	622,994	1,250,000	1,250,000	555,873	18,191	1,875,000
Dept 92010- PECK STREET (MERRILL TO LAKETON)								
5300	CONTRACTUAL SERVICES	39,348	1,338,824	700,000	700,000	382,118	-	700,000
5700	CAPITAL OUTLAYS	-	-	-	-	-	-	-
Totals for dept 92010- PECK STREET (MERRILL TO LAKETON)		39,348	1,338,824	700,000	700,000	382,118	-	700,000
Dept 92027 - 2020-21 DWRF AND SRF								
5300	CONTRACTUAL SERVICES	1,103	672			-	-	
5700	CAPITAL OUTLAYS		-			-	-	
Totals for dept 92027 - 2020-21 DWRF AND SRF		1,103	672	-	-	-	-	-
Dept 92034 - WF WMRWA-ELIGIBLE								
5300	CONTRACTUAL SERVICES	-	134,239	-	-	108,451	-	-
5700	CAPITAL OUTLAYS	-	33,795	707,000	707,000	-	-	707,000
Totals for dept 92034 - WF WMRWA-ELIBIBLE		-	168,034	707,000	707,000	108,451	-	707,000
Dept 92035 - WF WMRWA NOT ELIGIBLE								
5300	CONTRACTUAL SERVICES	-	23,962			-	-	
5700	CAPITAL OUTLAYS	-	12,304	808,949	808,949	-	-	808,949
Totals for dept 92035 - WF WMRWA NOT ELIGIBLE		-	36,266	808,949	808,949	-	-	808,949
UNASSIGNED - TERRACE ST (APPLE TO LAKESHORE)								
5700	CAPITAL OUTLAYS	-	-	400,000	400,000	-	-	
Totals for UNASSIGNED-TERRACE ST (APPLE TO LAKESHORE)		-	-	400,000	400,000	-	-	-
Dept 92037- MONROE, 4TH TO 3RD								
5300	CONTRACTUAL SERVICES		3,047	120,000	120,000	-		120,000
Totals for dept 92037 - MONROE, 4TH TO 3RD		-	3,047	120,000	120,000	-	-	120,000
UNASSIGNED - HOUSTON TO 3RD								
5700	CAPITAL OUTLAYS	-	-	1,000,000	1,000,000	-	-	
Totals for UNASSIGNED-HOUSTON TO 3RD		-	-	1,000,000	1,000,000	-	-	-
DEPT 92118 - GLENSIDE SRF PHASE 2 UNASSIGNED								
5700	CAPITAL OUTLAYS	-	-	75,000	75,000	-	-	75,000
Totals for dept 92118-GLENSIDE SRF PHASE 2		-	-	75,000	75,000	-	-	75,000
DEPT 92117 - SANFORD (MERRILL TO LAKETON)								
5700	CAPITAL OUTLAYS	-	-	100,000	100,000	-	-	100,000
Totals for dept 92117 -(MERRILL TO LAKETON)		-	-	100,000	100,000	-	-	100,000
DEPT 92124-DWAM GRANT								
5700	CAPITAL OUTLAYS	-	-	-	-	-	-	200,000
Totals for dept 92124-DWAM GRANT		-	-	-	-	-	-	200,000
UNASSIGNED - MORTON								
5700	CAPITAL OUTLAYS	-	-	75,000	75,000	-	-	
Totals for UNASSIGNED-MORTON		-	-	75,000	75,000	-	-	-
UNASSIGNED - EDWATER								
5700	CAPITAL OUTLAYS	-	-	50,000	50,000	-	-	
Totals for UNASSIGNED-EDWATER		-	-	50,000	50,000	-	-	-
Dept 96060 - RECORD MAINTENANCE AND UPDATING								
5300	CONTRACTUAL SERVICES	-	-	-	-	-	-	-
Totals for dept 96060 - RECORD MAINTENANCE AND UPDATING		-	-	-	-	-	-	-
Dept 98125								
5300	CONTRACTUAL SERVICES	-	49	-	-	-	-	-
Totals for dept 98125		-	49	-	-	-	-	-
Dept 99012 - GIS TRAINING								
5300	CONTRACTUAL SERVICES	9,959	31,774	-	-	10,504	6,547	12,000
Totals for dept 99012 - GIS TRAINING		9,959	31,774	-	-	10,504	6,547	12,000
Dept 99999 - FIXED ASSETS CAPITALIZATION								
5100	SALARIES & BENEFITS	-		-	-			-
5700	CAPITAL OUTLAYS	(2,022,777)	(4,645,621)	-	-	-	(28,619)	-
Totals for dept 99999 - FIXED ASSETS CAPITALIZATION		(2,022,777)	(4,645,621)	-	-	-	(28,619)	-
TOTAL EXPENDITURES		**8,380,285**	**8,585,138**	**16,750,518**	**16,750,518**	**2,901,038**	**2,759,763**	**16,889,825**
NET OF REVENUES/EXPENDITURES - FUND 591		37,222	992,419	(2,934,518)	(2,934,518)	265,346	(154,225)	(2,873,825)
BEGINNING NET POSITION		30,535,655	30,572,877	31,565,296	31,565,296	31,565,296	30,572,877	31,565,296
ENDING ENDING NET POSITION		30,572,877	31,565,296	28,630,778	28,630,778	31,830,642	30,418,652	28,691,471

BUDGET REPORT FOR CITY OF MUSKEGON
ENTERPRISE FUNDS 1ST QUARTER REFORECAST AND 2021-22 BUDGET

Fund 594 - MARINA AND LAUNCH RAMP

GL NUMBER AND BUDGET CLASSIFICATION	DESCRIPTION	2019-20 ACTIVITY	2020-21 ACTIVITY	2021-22 ORIGINAL BUDGET	2021-22 AMENDED BUDGET	Sep 30, 2021 ACTUAL EXPENSES	Sep 30, 2020 ACTUAL EXPENSE	2021-22 1ST QUARTER REFORECAST
ESTIMATED REVENUES								
Dept 00000								
594-00000-4300	FEDERAL GRANTS	-		-	-			
594-00000-4400	STATE GRANTS		6,294			-	-	
594-00000-4609	ICE SALES	-	145	-	-	309		
594-00000-4618	DRY STORAGE	-		-	-			
594-00000-4626	LARGE BASIN FEES	(6,419)	70,459	170,000	170,000	46,119	-	170,000
594-00000-4627	SMALL BASIN FEES	(1,480)	(530)	-	-	-	-	
594-00000-4628	MOORING FEES	1,477	9,460	15,000	15,000	4,780	4,772	15,000
594-00000-4629	TRANSIENT FEES	12,243	27,500	25,000	25,000	1,618	27,500	25,000
594-00000-4630	LAUNCH RAMP	66,922	71,397	75,000	75,000	31,308	20,320	75,000
594-00000-4677	RENT	-		-	-			
594-00000-4678	HARBOURTOWNE SLIP RENTAL	-		-	-			
594-00000-4754	TRAFFIC FINES & FEES	-	275	2,500	2,500	510		2,500
594-00000-4800	MISC. & SUNDRY	1,005	-	-	-	380	-	
594-00000-4802	REIMB:SERVICES RENDERED	910	-	-	-	-	-	
594-00000-4970	INTEREST INCOME	1,215	42	50	50	-	40	50
Totals for dept 00000 -		75,874	185,042	287,550	287,550	85,024	52,632	287,550
TOTAL ESTIMATED REVENUES		**75,874**	**185,042**	**287,550**	**287,550**	**85,024**	**52,632**	**287,550**
EXPENDITURES								
Dept 70756 - MUNICIPAL MARINA								
5100	SALARIES & BENEFITS	53,673	41,763	32,000	32,000	6,313	7,583	32,000
5200	SUPPLIES	20,709	11,270	18,700	18,700	1,625	979	18,700
5300	CONTRACTUAL SERVICES	295,726	189,920	300,000	300,000	66,838	49,448	300,000
5400	OTHER EXPENSES	410	-	-	-	-	-	
5700	CAPITAL OUTLAYS	37,076	136,149	101,300	101,300	1,307	42,367	101,300
5900	OTHER FINANCING USES	106,040	106,040	-	-	-	26,510	
Totals for dept 70756 - MUNICIPAL MARINA		513,633	485,142	452,000	452,000	76,083	126,887	452,000
Dept 70759 - LAUNCH RAMPS								
5100	SALARIES & BENEFITS	6,491	12,723	6,000	6,000	3,039	919	6,000
5200	SUPPLIES	934	2,858	3,700	3,700	888	-	3,700
5300	CONTRACTUAL SERVICES	7,265	11,169	10,500	10,500	1,910	1,887	10,500
Totals for dept 70759 - LAUNCH RAMPS		14,690	26,750	20,200	20,200	5,837	2,806	20,200
Dept 90028								
5300	CONTRACTUAL SERVICES	-		-	-			-
Totals for dept 90028 -		-	-	-	-	-	-	-
Dept 91809 - DOCKS & BUILDING UPGRADE MARINA								
5300	CONTRACTUAL SERVICES	-	14,214	-	-	13,091		-
Totals for dept 91809 - DOCKS & BUILDING UPGRADE MARINA		-	14,214	-	-	13,091	-	-
Dept 99999 - FIXED ASSETS CAPITALIZATION								
5100	SALARIES & BENEFITS	-		-	-			-
5700	CAPITAL OUTLAYS	-	(14,214)	-	-			-
Totals for dept 99999 - FIXED ASSETS CAPITALIZATION		-	(14,214)	-	-	-	-	-
TOTAL EXPENDITURES		**528,323**	**511,892**	**472,200**	**472,200**	**95,010**	**129,693**	**472,200**
NET OF REVENUES/EXPENDITURES - FUND 594		(452,449)	(326,850)	(184,650)	(184,650)	(9,986)	(77,061)	(184,650)
BEGINNING NET POSITION		1,536,876	1,084,427	757,577	757,577	757,577	1,084,427	757,577
ENDING NET POSITION		1,084,427	757,577	572,927	572,927	747,591	1,007,365	572,927

BUDGET REPORT FOR CITY OF MUSKEGON
INTERNAL SERVICE FUNDS 1ST QUARTER REFORECAST AND 2021-22 BUDGET

GL NUMBER AND BUDGET CLASSIFICATION	DESCRIPTION	* 2019-20 ACTIVITY	2020-21 ACTIVITY	2021-22 ORIGINAL BUDGET	2021-22 AMENDED BUDGET	Sep 30, 2021 ACTUAL EXPENSES	Sep 30, 2020 ACTUAL EXPENSE	2021-22 1ST QUARTER REFORECAST
642- PUBLIC SERVICE BUILDING								
ESTIMATED REVENUES								
Dept 00000	TRUE							
642-00000-4677	RENT	1,049,134	1,105,619	1,324,874	1,324,874	330,301	276,405	1,324,874
642-00000-4800	MISC. & SUNDRY				-			-
642-00000-4901	OP TRANSFER FROM GF		625,000	300,000	300,000			300,000
642-00000-4970	INTEREST INCOME	2,787	1,930		-		490	-
Totals for dept 00000 -		1,051,921	1,732,548	1,624,874	1,624,874	330,301	276,895	1,624,874
TOTAL ESTIMATED REVENUES		**1,051,921**	**1,732,548**	**1,624,874**	**1,624,874**	**330,301**	**276,895**	**1,624,874**
Dept 30203 - PENSION ADMINISTRATION								
5100	SALARIES & BENEFITS	-	316,424	405,925	**405,925**	67,654	69,595	**405,925**
Totals for dept 30205 - PENSION ADMINISTRATION			316,424	405,925	405,925	67,654	69,595	405,925
EXPENDITURES								
Dept 60442 - PUBLIC SERVICE BUILDING								
5100	SALARIES & BENEFITS	1,049,688	761,232	770,000	770,000	154,757	149,822	770,000
5200	SUPPLIES	58,406	40,051	49,900	49,900	8,573	9,243	49,900
5300	CONTRACTUAL SERVICES	303,845	307,181	372,187	372,187	73,829	68,520	372,187
5400	OTHER EXPENSES	65	-	3,000	3,000	800		3,000
5700	CAPITAL OUTLAYS	38,624	38,475	179,900	179,900	4,867	8,033	179,900
5900	OTHER FINANCING USES	43,170	31,529		-		8,014	-
Totals for dept 60442 - PUBLIC SERVICE BUILDING		1,493,797	1,178,468	1,374,987	1,374,987	242,824	243,632	1,374,987
Dept 60895 - INVENTORY								
5300	CONTRACTUAL SERVICES	290	-		-			-
5400	OTHER EXPENSES	(6,608)	(3,953)		-	(2,529)	(3,302)	-
Totals for dept 60895 - INVENTORY		(6,318)	(3,953)	-	-	(2,529)	(3,302)	-
Dept 90113 - PUBLIC SERVICE BUILDING ROOF								
5300	CONTRACTUAL SERVICES	108,881	63		-	-		-
Totals for dept 90113 - PUBLIC SERVICE BUILDING PARKING LOT		108,881	63	-	-	-	-	-
Dept 97019								
5300	CONTRACTUAL SERVICES			-	-			-
Totals for dept 97019		-	-	-	-	-	-	-
Dept 99999 - FIXED ASSETS CAPITALIZATION								
5700	CAPITAL OUTLAYS	(108,881)				-	-	
Totals for dept 99999 - FIXED ASSETS CAPITALIZATION		(108,881)	-	-	-	-	-	-
TOTAL EXPENDITURES		**1,487,479**	**1,491,003**	**1,780,912**	**1,780,912**	**307,950**	**309,924**	**1,780,912**
NET OF REVENUES/EXPENDITURES - FUND 642		(435,558)	241,546	(156,038)	(156,038)	22,351	(33,029)	(156,038)
BEGINNING NET POSITION		153,079	(282,479)	(40,933)	(40,933)	(40,933)	(282,479)	(40,933)
ENDING NET POSITION		(282,479)	(40,933)	(196,971)	(196,971)	(18,582)	(315,509)	(196,971)

BUDGET REPORT FOR CITY OF MUSKEGON
INTERNAL SERVICE FUNDS 1ST QUARTER REFORECAST AND 2021-22 BUDGET

GL NUMBER AND BUDGET CLASSIFICATION	DESCRIPTION	* 2019-20 ACTIVITY	2020-21 ACTIVITY	2021-22 ORIGINAL BUDGET	2021-22 AMENDED BUDGET	Sep 30, 2021 ACTUAL EXPENSES	Sep 30, 2020 ACTUAL EXPENSE	2021-22 1ST QUARTER REFORECAST
Fund 643 - ENGINEERING SERVICES								
ESTIMATED REVENUES								
Dept 00000								
643-00000-4200	LICENSE AND PERMIT MISC.	315	1,515			4,623	140	
643-00000-4653	ENGINEERING FEES	30,138	31,071	50,000	50,000	4,891	4,373	50,000
643-00000-4680	INTERDEPT.ENGINEERING FEES	276,605	503,187	500,000	500,000	166,890	96,117	500,000
643-00000-4901	OPERATING TRANSFER FROM GENER	20,000		40,000	40,000			40,000
643-00000-4970	INTEREST INCOME	124	29				3	
Totals for dept 00000 -		327,182	535,803	590,000	590,000	176,404	100,633	590,000
TOTAL ESTIMATED REVENUES		**327,182**	**535,803**	**590,000**	**590,000**	**176,404**	**100,633**	**590,000**
Dept 30203 - PENSION ADMINISTRATION								
5100	SALARIES & BENEFITS		43,442	**55,861**	**55,861**	9,310	9,555	**55,861**
Totals for dept 30205 - PENSION ADMINISTRATION			43,442	55,861	55,861	9,310	9,555	55,861
EXPENDITURES								
Dept 60447 - ENGINEERING								
5100	SALARIES & BENEFITS	301,415	315,530	345,700	345,700	84,503	75,857	345,700
5200	SUPPLIES	7,929	3,633	5,350	5,350	1,803	160	5,350
5300	CONTRACTUAL SERVICES	81,396	120,856	146,285	146,285	38,375	25,496	146,285
5400	OTHER EXPENSES	533	2,441	5,000	5,000	1,986		5,000
5700	CAPITAL OUTLAYS	43,413	17,010	20,000	20,000	14,096	8,785	20,000
5900	OTHER FINANCING USES	2,291	2,499				625	
Totals for dept 60447 - ENGINEERING		436,977	461,969	522,335	522,335	140,763	110,923	522,335
Dept 91607 - RP DAWES, GREENWICH TO BROADWAY								
5300	CONTRACTUAL SERVICES			-	-	-	-	-
Totals for dept 91607 - RP DAWES, GREENWICH TO BROADWAY		-	-	-	-	-	-	-
Dept 91611 - RP WESTLAND, BROADWAY TO SUMMIT								
5300	CONTRACTUAL SERVICES			-	-	-	-	-
Totals for dept 91611 - RP WESTLAND, BROADWAY TO SUMMIT		-	-	-	-	-	-	-
Dept 99999 - FIXED ASSETS CAPITALIZATION								
5700	CAPITAL OUTLAYS	(24,991)						
Totals for dept 99999 - FIXED ASSETS CAPITALIZATION		(24,991)	-	-	-	-	-	-
TOTAL EXPENDITURES		**411,986**	**505,410**	**578,196**	**578,196**	**150,074**	**120,477**	**578,196**
NET OF REVENUES/EXPENDITURES - FUND 643		(84,803)	30,392	11,804	11,804	26,330	(19,845)	11,804
BEGINNING NET POSITION		90,470	5,667	36,059	36,059	36,059	5,667	36,059
ENDING NET POSITION		5,667	36,059	47,863	47,863	62,389	(14,178)	47,863

BUDGET REPORT FOR CITY OF MUSKEGON
INTERNAL SERVICE FUNDS 1ST QUARTER REFORECAST AND 2021-22 BUDGET

*

GL NUMBER AND BUDGET CLASSIFICATION	DESCRIPTION	2019-20 ACTIVITY	2020-21 ACTIVITY	2021-22 ORIGINAL BUDGET	2021-22 AMENDED BUDGET	Sep 30, 2021 ACTUAL EXPENSES	Sep 30, 2020 ACTUAL EXPENSE	2021-22 1ST QUARTER REFORECAST
Fund 661 - EQUIPMENT								
ESTIMATED REVENUES								
Dept 00000								
661-00000-4652	SALES & SERVICE	-		-	-			-
661-00000-4654	METERED SALES-FUEL	15,684	13,748	10,000	10,000	4,846	2,852	10,000
661-00000-4662	EQUIPMENT RENTAL BY DEPTS.	2,364,948	2,212,782	3,328,300	3,328,300	832,076	549,136	3,328,300
661-00000-4800	MISC. & SUNDRY	58,245	46,516	20,000	20,000	1,053	5,507	20,000
661-00000-4802	REIMB:SERVICES RENDERED	10,790	4,252	10,000	10,000		1,258	10,000
661-00000-4902	OP. TRANS FROM SPECIAL REVENUE							
661-00000-4970	INTEREST INCOME	13,180	12,121	7,500	7,500	3,178	4,966	7,500
661-00000-4980	SALE OF FIXED ASSETS		30,578	20,000	20,000			20,000
661-00000-4990	GAIN ON SALE OF FIXED ASSETS	(8,161)	53,400					
Totals for dept 00000 -		2,454,686	2,373,397	3,395,800	3,395,800	841,153	563,719	3,395,800
Dept 60932								
661-60932-4990	GAIN ON SALE OF FIXED ASSETS	-	-	-	-	-	-	-
Totals for dept 00000 -		-	-	-	-	-	-	-
TOTAL ESTIMATED REVENUES		**2,454,686**	**2,373,397**	**3,395,800**	**3,395,800**	**841,153**	**563,719**	**3,395,800**
Dept 30203 - PENSION ADMINISTRATION								
5100	SALARIES & BENEFITS		52,837	**67,033**	**67,033**	11,172	11,621	**67,033**
Totals for dept 30205 - PENSION ADMINISTRATION			52,837	67,033	67,033	11,172	11,621	67,033
EXPENDITURES								
Dept 60932 - EQUIPMENT SERVICES								
5100	SALARIES & BENEFITS	708,229	553,415	598,265	598,265	127,365	110,205	598,265
5200	SUPPLIES	674,460	644,742	915,500	915,500	188,225	108,699	915,500
5300	CONTRACTUAL SERVICES	710,303	806,603	857,581	857,581	181,373	172,237	857,581
5400	OTHER EXPENSES	1,649	345	3,000	3,000		165	3,000
5700	CAPITAL OUTLAYS	400,428	375,203	985,000	985,000	44,700	137,362	1,220,000
5900	OTHER FINANCING USES	478,464	508,412				125,603	
Totals for dept 60932 - EQUIPMENT SERVICES		2,973,534	2,888,719	3,359,346	3,359,346	541,663	654,271	3,594,346
Dept 97026								
5700	CAPITAL OUTLAYS			-	-			-
Totals for dept 97026		-	-	-	-	-	-	-
Dept 99999 - FIXED ASSETS CAPITALIZATION								
5700	CAPITAL OUTLAYS	(408,839)	(322,030)				(51,053)	
Totals for dept 99999 - FIXED ASSETS CAPITALIZATION		(408,839)	(322,030)	-	-	-	(51,053)	-
TOTAL EXPENDITURES		**2,564,695**	**2,619,525**	**3,426,379**	**3,426,379**	**552,835**	**614,839**	**3,661,379**
NET OF REVENUES/EXPENDITURES - FUND 661		(110,009)	(246,129)	(30,579)	(30,579)	288,318	(51,120)	(265,579)
BEGINNING NET POSITION		3,133,900	3,023,891	2,777,763	2,777,763	2,777,763	3,023,891	2,777,763
ENDING NET POSITION		3,023,891	2,777,763	2,747,184	2,747,184	3,066,080	2,972,771	2,512,184

BUDGET REPORT FOR CITY OF MUSKEGON
INTERNAL SERVICE FUNDS 1ST QUARTER REFORECAST AND 2021-22 BUDGET

GL NUMBER AND BUDGET CLASSIFICATION	DESCRIPTION	* 2019-20 ACTIVITY	2020-21 ACTIVITY	2021-22 ORIGINAL BUDGET	2021-22 AMENDED BUDGET	Sep 30, 2021 ACTUAL EXPENSES	Sep 30, 2020 ACTUAL EXPENSE	2021-22 1ST QUARTER REFORECAST
Fund 677 - GENERAL INSURANCE								
ESTIMATED REVENUES								
Dept 00000								
677-00000-4600	INTERDEPT. CHARGES			3,300,000	3,300,000			3,300,000
677-00000-4651	REIMBURSEMENT	24,777	8,698				6,381	
677-00000-4652	REIMBURSEMENT RETIREE HEALTHCA	2,058,692	1,591,666	1,500,000	1,500,000		32	1,500,000
677-00000-4681	INTERDEPT.CHARGES:HEALTH INS.	2,455,176	2,346,310			647,572	634,057	
677-00000-4682	INTERDEPT.CHARGES:DENTAL INS.	207,612	206,856			57,420	55,440	
677-00000-4683	INTERDEPT.CHARGES:LIFE INS.	43,996	44,660			12,350	11,866	
677-00000-4685	INTERDEPT.CHARGES:VISION							
677-00000-4686	INTERDEPT.CHARGES:DISABILITY	44,597	44,575			12,849	11,784	
677-00000-4687	INTERDEPT.CHGS:WORKMEN'S COMI	437,088	433,143			115,164	114,004	
677-00000-4688	INTERDEPT.CHGS:UNEMPLOYMENT	1,422	1,446			66	62	
677-00000-4800	MISC. & SUNDRY							
677-00000-4805	CONTRIBUTIONS							
677-00000-4807	COBRA RECEIPTS							
677-00000-4827	CONTRIBUTIONS FROM EMPLOYEE -	398,277	390,212	375,000	375,000	106,707	107,615	375,000
677-00000-4970	INTEREST INCOME	10,980	10,640	10,000	10,000	3,178	5,017	10,000
Totals for dept 00000 -		5,682,617	5,078,206	5,185,000	5,185,000	955,304	946,259	5,185,000
TOTAL ESTIMATED REVENUES		**5,682,617**	**5,078,206**	**5,185,000**	**5,185,000**	**955,304**	**946,259**	**5,185,000**
EXPENDITURES								
Dept 30851 - INSURANCE SERVICES								
5100	SALARIES & BENEFITS	252,968	229,980	70,415	70,415	11,037	11,291	70,415
5200	SUPPLIES	-	351					
5300	CONTRACTUAL SERVICES	5,303,242	4,707,332	5,200,000	5,200,000	1,255,027	1,241,380	5,200,000
5400	OTHER EXPENSES	17,157	23,398	25,000	25,000	1,631	275	25,000
5700	CAPITAL OUTLAYS							
Totals for dept 30851 - INSURANCE SERVICES		5,573,368	4,961,062	5,295,415	5,295,415	1,267,695	1,252,946	5,295,415
TOTAL EXPENDITURES		**5,573,368**	**4,961,062**	**5,295,415**	**5,295,415**	**1,267,695**	**1,252,946**	**5,295,415**
NET OF REVENUES/EXPENDITURES - FUND 677		109,250	117,144	(110,415)	(110,415)	(312,390)	(306,688)	(110,415)
BEGINNING NET POSITION		1,122,718	1,231,968	1,349,112	1,349,112	1,349,112	1,231,968	1,349,112
ENDING NET POSITION		1,231,968	1,349,112	1,238,697	1,238,697	1,036,722	925,280	1,238,697

Agenda Item Review Form

Muskegon City Commission

Commission Meeting Date: November 23, 2021	Title: Extension of the CDBG Program Administration Agreement between Norton Shores and City of Muskegon for fiscal year 2021
Submitted By: Oneata Bailey	Department: CNS

Brief Summary: To approve a 1 year **extension** of the 2019 - 2020 CDBG Program Administration Agreement between Norton Shores and City of Muskegon to cover July1, 2021 through June 30,2022.

Detailed Summary: Norton Shores is requesting a 1 year extension of the 2 year- CDBG Programs Administrative Agreement between Norton Shores and the City of Muskegon. (See Attached)

Amount Requested:	Amount Budgeted:
Fund(s) or Account(s):	Fund(s) or Account(s):

Recommended Motion: To approve a 1 year extension of the CDBG Program Administration Agreement between Norton Shores and City of Muskegon from July1, 2021 –June 30, 2022

Check if the following Departments need to approve the item first:

Police Dept. ☐

Fire Dept. ☐

IT Dept. ☐

For City Clerk Use Only:

Commission Action:

CDBG Program Administration Agreement
Between the
City of Norton Shores
And
City of Muskegon

An agreement made and entered into this 12th day of June, 2019, by and between the City of Muskegon; a Michigan municipal corporation ("Muskegon"), and the City of Norton Shores, a Michigan municipal corporation ("Norton Shores"), with reference to the following facts;

Background

Norton Shores desires that Muskegon assume responsibilities for the administration of the Norton Shores' Community Development and Block Grant ("CDBG") Program.

Therefore, the parties agree as follows:

1. **Administration of CDBG Program.** Muskegon agrees to assume responsibility for the preparation and submission of the following CDBG documents on behalf of Norton Shores:
    a. Federal Application 424, narratives, project tables, certifications, Environmental Summary, Combined Notice of no Significant Findings and Intent to Release Funds.
    b. Five Year Consolidated Plan, Annual Plans, Consolidated Annual Performance and Evaluation Report, publish hearing notice narratives, reports including performance measures criteria (using CPMP format).
    c. Semi-Annual Labor Standard Enforcement Report (form 4710).
    d. Contract and Subcontract Activity Report (form 2516).
    e. Prepare CDBG liens for projects, in accordance with HUD guidelines and regulations, as well as any other applicable Norton Shores requirements.
    f. IDIS reporting will be done by the City of Muskegon. Norton Shores will continue to do its own draw-downs.
    g. Compliance with NEPA and Part 58, and the Environmental Certifications compliance included in HUD Form 7015.15.

Muskegon shall provide a copy of the above reports to Norton Shores upon completion. Norton Shores will continue to publish its own public notices and record their liens with the County.

2. **Terms of CDBG Fund Payments.** Muskegon shall submit payment request for release of CDBG funds to Norton Shores' Finance Department, and Norton Shores shall remit payment within 10 days of a payment request by Muskegon.
3. **Administration Fee.** Norton Shores shall pay Muskegon the maximum CDBG allowable costs minus $1,000 (for legal work, etc.) per program year for administration of CDBG program, but not less than $22,000. Payment shall be made by way of quarterly payments beginning on July 1, 2019.

4. **Terms of the Contract**. The parties agree that this contract shall be effective July 1, 2019 through June 30, 2021. In addition, either party may terminate this Agreement at any time, and for any reason, upon 45 days written notice to the other party. Upon termination of the contract, Muskegon shall owe Norton Shores a pro rata return of the unearned Administration Fee paid to date.
5. **Building Inspection**. Norton Shores' Building Inspection Department will perform all inspections for CDBG projects and submit the inspection reports to Muskegon for inclusion in the relevant project file.
6. **Purchasing Guidelines**. Muskegon and Norton Shores agree to evaluate the current CDBG program purchasing guidelines used by Norton Shores and establish a written quotation and sealed project bid system acceptable to both parties.
7. **General Provision**.
   a. **Non-Waiver**. No waiver by any party of any provision of this Agreement shall constitute a waiver by such party of such provision on any other occasion or a waiver by such party of any other provision of this Agreement.
   b. **Severability**. Should any provision of this Agreement be determined to be invalid, unlawful, or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions shall not in any way be impaired or affected.
   c. **Assignment or Delegation**. Neither party may assign all or any portion of its rights and obligations in this Agreement without the express prior written approval of the other party which approval may be withheld for any reason.

City of Muskegon

By ______________________
Stephen J. Gawron, Mayor

By ______________________
Anne Marie Meisch, City Clerk

City of Norton Shores

By ______________________
Gary Nelund, Mayor

By ______________________
Shelly Stibitz, City Clerk

WATCH MUSKEGON

Agenda Item Review Form

Muskegon City Commission

Commission Meeting Date: 11-23-2021	Title: Brownfield Development & Reimbursement Agreement, **Adelaide Pointe QOZB, LLC (Adelaide Pointe Project) 1148 and 1204 West Western Ave**
Submitted By: Peter Wills	Department: Economic Development

Brief Summary: Approval of the Brownfield Development and Reimbursement Agreement for the Adelaide Pointe Project QOZB, LLC (Adelaide Pointe Project) and to consider the attached resolution.

Detailed Summary: The project seeks to transform the 35-acre site into a development that will expand public access to waterfront activities through the creation of a 280 slip marina, up to 400 new residential condominium units, dry stack marina and boat storage, and commercial/retail space. Plans for the site have begun and will continue through Fall 2030. Total private investment, not including property acquisition, is approximately $250 million.

The Brownfield Plan Amendment was approved by the Authority on October 12, 2021 and the City Commission on October 26, 2021. The Brownfield Plan is for a period of 30 years and includes total Brownfield Eligible Activity costs estimated at $66,775,378; which includes $54,166,757 of Developer Eligible Activities and $12,608,621 of City Eligible Activities. The property is within the DDA and it is anticipated that all taxes captured will go towards the Brownfield TIF during the life of the Plan.

Developer Eligible Activity expenses include - due care, environmental response activities, asbestos, demolition, site preparation, infrastructure improvements, Brownfield Plan preparation, administration costs, and interest expenses (5%).

City Eligible Activity expenses include – roadways, water and sewer infrastructure, boat ramp/lift well and site preparation.

The Development & Reimbursement Agreement outlines the procedures for the Authority to reimburse the City and Developer for eligible expenses within the Brownfield Plan. The Authority shall first pay 100% of the available Brownfield TIF Revenue to the City to reimburse the costs of City Eligible Activities. The Authority, following reimbursement to the City, shall pay 100% of the available Brownfield TIF Revenue to the Developer to reimburse the cost of Developer Eligible Activities. The Developer and City will provide the BRA a request for payment of eligible expenses. The BRA has 30 days to approve the request. Payments are made on a semi-annual basis when incremental local taxes are captured and available. The BRA approved this Agreement at its November 9, 2021 meeting.

Amount Requested: N/A	Amount Budgeted: N/A
Fund(s) or Account(s):	Fund(s) or Account(s):

Recommended Motion: Approval of the Adelaide Pointe QOZB, LLC Brownfield Development and Reimbursement Agreement and authorize the Mayor and City Clerk to sign.

Check if the following Departments need to approve the item first:

Police Dept. ☐

Fire Dept. ☐

IT Dept. ☐

For City Clerk Use Only:

Commission Action:

RESOLUTION APPROVING THE BROWNFIELD

DEVELOPMENT AND REIMBURSEMENT AGREEMENT

Adelaide Pointe QOZB, LLC (1148-1204 West Western)

Adelaide Pointe Project

County of Muskegon, Michigan

2021-November 23

Minutes of a Regular Meeting of the City Commission of the City of Muskegon, County of Muskegon, Michigan (the "City"), held in the City Commission Chambers on the 23rd day of November, 2021 at 5:30 p.m., prevailing Eastern Time.

PRESENT:

ABSENT:

The following preamble and resolution were offered by ______________ and supported by ______________.

WHEREAS, in accordance with the provisions of Act 381, Public Acts of Michigan, 1996, as amended ("Act 381"), the City of Muskegon Brownfield Redevelopment Authority (the "Authority") has prepared and approved a Development and Reimbursement Agreement; and

WHEREAS, the Authority has forwarded the Development and Reimbursement Agreement to the City Commission requesting its approval of the Development and Reimbursement Agreement; and

NOW, THEREFORE, BE IT RESOLVED THAT:

1. That the Brownfield Plan constitutes a public purpose under Act 381.
2. That the Brownfield Plan meets all the requirements of Section 13(1) of Act 381.
3. That the proposed method of financing the costs of the eligible activities, as identified in the Brownfield Plan and defined in Act 381, is feasible and the Authority has the authority to arrange the financing.
4. That the costs of the eligible activities proposed in the Brownfield Plan are reasonable and necessary to carry out the purposes of Act 381.

5. That the amount of captured taxable value estimated to result from the adoption of the Brownfield Plan is reasonable.
6. That the Development and Reimbursement Agreement is approved and is effective immediately.
7. That all resolutions or parts of resolutions in conflict herewith shall be and the same are hereby rescinded.

Be it Further Resolved that the Mayor and City Clerk are hereby authorized to execute all documents necessary or appropriate to implement the provisions of the Brownfield Plan.

AYES:

NAYS:

ABSENT:

RESOLUTION DECLARED APPROVED.

____

Ann Marie Meisch, City Clerk

____

Stephen J. Gawron, Mayor

I hereby certify that the foregoing is a true and complete copy of a resolution adopted by the City Commission of the City of Muskegon, County of Muskegon, State of Michigan, at a regular meeting held on November 23, 2021 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, as amended, and that the minutes of said meetingwere kept and will be or have been made available as required by said Act.

____

Ann Marie Meisch, City Clerk

DEVELOPMENT AND REIMBURSEMENT AGREEMENT

This DEVELOPMENT AND REIMBURSEMENT AGREEMENT (the "**Agreement**") is made on__________,________, by and among the CITY OF MUSKEGON BROWNFIELD REDEVELOPMENT AUTHORITY, a Michigan public body corporate whose address is 933 Terrace Street, Muskegon, Michigan 49443 (the "**Authority**"), the CITY OF MUSKEGON, a public body corporate whose address is 933 Terrace Street, Muskegon, Michigan 49443 (the "**City**"), and Adelaide Pointe QOZB, LLC, a Michigan limited liability company whose address is 1204 West Western Avenue, Muskegon, Michigan 49441 (the "**Developer**").

RECITALS

A. Pursuant to P.A. 381 of 1996, as amended ("**Act 381**"), the Authority approved and recommended a Brownfield Plan which was duly approved by the City (the "**Plan**"). The Plan was amended on__________(the "**Amendment**," and, together with the Plan, the "**Brownfield Plan**" – See Exhibit A) to identify a new marina, boat storage, commercial/residential redevelopment project proposed by Developer and the City.

B. The Brownfield Plan includes specific eligible activities associated with the Developer's plan to develop approximately 35 acres of land located at 1148 & 1204 West Western Avenue in Muskegon, Michigan (collectively, the "**Developer Property**").

C. The Brownfield Plan also includes specific eligible activities associated with the City's plan to make improvements to the public infrastructure associated with the development.

D. The Developer owns the Developer Property, which is included in the Brownfield Plan as an "eligible property" because it was determined to be a "facility", as defined by Part 201 of the Natural Resources and Environmental Protection Act ("**Part 201**"), or adjacent and contiguous to an "eligible property."

E. The Developer intends to conduct eligible activities on the Developer Property including revitalizing existing site structures for boat storage, busines offices, and lease space (approx. 218,000 sf); creation of a new 280 slip marina and construction of a three-story, mixed-use building with ground level retail and office space, a second-floor restaurant, and third floor deck area (approx. 7,500 sf); 50 boat condos (totaling approx. 250,000 gross sf); and 250 - 300 residential condo units (averaging approx. 1,500 sf each) within a six building footprint (the **"Project"**), including department specific activities, demolition, site preparation and infrastructure improvement activities, a 15% contingency and brownfield plan/work plan preparation and development, as described in the Brownfield Plan, with an estimated cost of $54,166,757 (the "**Developer Eligible Activities**"). As part of the Project, the City also intends to conduct certain eligible public infrastructure improvement activities, as described in the Brownfield Plan, with an estimated cost of $12,608,621 (the "**City Eligible Activities**"). All of the Developer Eligible Activities and the City Eligible Activities (together, the "**Eligible Activities**") are eligible for reimbursement under Act 381. The total cost of the Eligible Activities, including contingencies, are $66,775,378 (the "**Total Eligible Brownfield TIF Costs**").

F. Act 381 permits the Authority to capture and use local and certain school property tax revenues generated from the incremental increase in property value of a redeveloped brownfield site constituting an "eligible property" under Act 381 (the "**Brownfield TIF Revenue**") to pay or to reimburse the payment of Eligible Activities conducted on the "eligible property." The Brownfield TIF Revenue will be used to reimburse the Developer for the Developer Eligible Activities and the City for the City Eligible Activities incurred and approved for the Project.

G. In accordance with Act 381, the parties desire to establish the procedure for using the available Brownfield TIF Revenue generated from the Property to reimburse the Developer and the City for completion of Eligible Activities on the Property in an amount not to exceed the Total Eligible Brownfield TIF Costs.

NOW, THERFORE, the parties agree as follows:

1. <u>Reimbursement Source</u>.

(a) During the Term (as defined below) of this Agreement, and except as set forth in paragraph 2 below, the Authority shall reimburse the Developer and City for the costs of their Eligible Activities conducted on the Developer Property from the Brownfield TIF Revenue collected from the real and taxable personal property taxes on the Developer Property. The amount reimbursed to the Developer and City, respectively, for their Eligible Activities shall not exceed the Total Eligible Brownfield TIF Costs, and reimbursements shall be made on approved costs submitted and approved in connection with the Developer Eligible Activities and the City Eligible Activities, as follows:

(i) the Authority shall first pay 100% of available Brownfield TIF Revenue to the City to reimburse the cost of City Eligible Activities up to $12,608,621 for costs; and

(ii) the Authority shall, following reimbursement to the City of the first $12,608,621 described in 1(a)(i) above, pay 100% of available Brownfield TIF Revenue to Developer to reimburse the cost of the remaining Developer Eligible Activities submitted and approved for reimbursement by the Authority until Developer is fully reimbursed; and

(b) The Authority shall capture Brownfield TIF Revenue from the Property and reimburse the Developer and City for their Eligible Activities until the earlier of the City and Developer each being fully reimbursed or December 31, 2051. Unless otherwise prepaid by the Authority, payments to the City and Developer shall be made on a semi-annual basis as incremental local taxes are captured and available.

2. Developer Reimbursement Process.

(a) The Developer shall submit to the Authority, not more frequently than on a quarterly basis, a "Request for Cost Reimbursement" for Developer Eligible Activities paid for by the Developer during the prior period. All costs for the Developer Eligible Activities must be consistent with the approved Brownfield Plan. The Developer must include documentation sufficient for the Authority to determine whether the costs incurred were for Developer Eligible Activities, including detailed invoices and proof of payment. Copies of all invoices for Developer Eligible Activities must note what Developer Eligible Activities they support.

(b) Unless the Authority disputes whether such costs are for Developer Eligible Activities within thirty (30) days after receiving a Request for Cost Reimbursement from the Developer, the Authority shall pay the Developer the amounts for which submissions have been made pursuant to paragraph 2(a) of this Agreement in accordance with the priority set forth in paragraph 1, from which the submission may be wholly or partially paid from available Brownfield TIF Revenue from the Developer Property.

(i) The Developer shall cooperate with the Authority's review of its Request for Cost Reimbursement by providing supplemental information and documentation which may be reasonably requested by the Authority.

(ii) If the Authority determines that requested costs are ineligible for reimbursement, the Authority shall notify the Developer in writing of its reasons for such ineligibility within the Authority's thirty (30) day period of review. The Developer shall then have thirty (30) days to provide supplemental information or documents to the Authority demonstrating that the costs are for Developer Eligible Activities and are eligible for reimbursement.

(c) If a partial payment is made to the Developer by the Authority because of insufficient Brownfield TIF Revenue captured in the semi-annual period for which reimbursement is sought, the Authority shall make additional payments toward the remaining amount within thirty (30) days of its receipt of additional Brownfield TIF Revenue from the Developer Property until all of the amounts for which submissions have been made have been fully paid to the Developer, or by the end of the Term (as defined below), whichever occurs first. The Authority is not required to reimburse the Developer from any source other than Brownfield TIF Revenue.

(d) The Authority shall send all payments to the Developer by registered or certified mail, addressed to the Developer at the address shown above, or by electronic funds transfer directly to the Developer's bank account. The Developer may change its address by providing written notice sent by registered or certified mail to the Authority.

3. City Reimbursement Process.

(a) The City shall submit to the Authority, not more frequently than on a quarterly basis, a "Request for Cost Reimbursement" for City Eligible Activities paid for by the City during the prior period. All costs for the City Eligible Activities must be consistent with the approved Brownfield Plan. The City must include documentation sufficient for the Authority to determine whether the costs incurred were for City Eligible Activities, including detailed invoices and proof of payment. Copies of all invoices for City Eligible Activities must note what City Eligible Activities they support.

(b) Unless the Authority disputes whether such costs are for City Eligible Activities within thirty (30) days after receiving a Request for Cost Reimbursement from the City, the Authority shall pay the City the amounts for which submissions have been made pursuant to paragraph 3(a) of this Agreement in accordance with the priority set forth in paragraph 1, from which the submission may be wholly or partially paid from available Brownfield TIF Revenue from the Developer Property.

(i) The City shall cooperate with the Authority's review of its Request for Cost Reimbursement by providing supplemental information and documentation which may be reasonably requested by the Authority.

(ii) If the Authority determines that requested costs are ineligible for reimbursement, the Authority shall notify the City in writing of its reasons for such ineligibility within the Authority's thirty (30) day period of review. The City shall then have thirty (30) days to provide supplemental information or documents to the Authority demonstrating that the costs are for City Eligible Activities and are eligible for reimbursement.

(c) If a partial payment is made to the City by the Authority because of insufficient Brownfield TIF Revenue captured in the semi-annual period for which reimbursement is sought, the Authority shall make additional payments toward the remaining amount within thirty (30) days of its receipt of additional Brownfield TIF Revenue from the Developer Property until all of the amounts for which submissions have been made have been fully paid to the City, or by the end of the Term (as defined below), whichever occurs first. The Authority is not required to reimburse the City from any source other than Brownfield TIF Revenue.

(d) The Authority shall send all payments to the City by registered or certified mail, addressed to the City at the address shown above, or by electronic funds transfer directly to the City's bank account. The City may change its address by providing written notice sent by registered or certified mail to the Authority.

4. <u>Term of Agreement</u>.

The Authority's obligation to reimburse the City and Developer for the Total Eligible Brownfield TIF Costs incurred by each party under this Agreement shall terminate the earlier of the date when all reimbursements to the City and Developer required under this Agreement have been made or December 31, 2051 (the "**Term**"). If the Brownfield TIF Revenue ends before all of the Total Eligible Brownfield TIF Costs have been fully reimbursed to the City and Developer, the last reimbursement payment by the Authority shall be paid from the summer and winter tax increment revenue collected during the final year of this Agreement.

5. Adjustments.

If, due to an appeal of any tax assessment or reassessment of any portion of the Developer Property, or for any other reason, the Authority is required to reimburse any Brownfield TIF Revenue to any tax levying unit of government, the Authority may deduct the amount of any such reimbursement, including interest and penalties, from any amounts due and owing to the Developer and City. If all amounts due to the City and Developer under this Agreement have been fully paid or the Authority is no longer obligated to make any further payments to the City or Developer, the Authority shall invoice the Developer and City for the amount of such reimbursement and the Developer and City shall pay the Authority such invoiced amount within thirty (30) days of the receipt of the invoice. Amounts withheld by or invoiced and paid to the Authority by the Developer and City pursuant to this paragraph shall be reinstated as Developer Eligible Activities and City Eligible Activities, respectively, for which the Developer and City shall have the opportunity to be reimbursed in accordance with the terms, conditions, and limitations of this Agreement. Nothing in this Agreement shall limit the right of the Developer to appeal any tax assessment.

6. Legislative Authorization.

This Agreement is governed by and subject to the restrictions set forth in Act 381. If there is legislation enacted in the future that alters or affects the amount of Brownfield TIF Revenue subject to capture, eligible property, or Eligible Activities, then the Developer's and City's rights and the Authority's obligations under this Agreement shall be modified accordingly as required by law, or by agreement of the parties.

7. Notices.

All notices shall be given by registered or certified mail addressed to the parties at their respective addresses as shown above. Any party may change the address by written notice sent by registered or certified mail to the other party.

8. Assignment.

This Agreement and the rights and obligations under this Agreement shall not be assigned or otherwise transferred by any party without the consent of the other party, which shall not be unreasonably withheld, *provided*, *however*, the Developer and City may assign their interest in this Agreement to an affiliate without the prior written consent of the Authority if such affiliate acknowledges its obligations to the Authority under this Agreement upon assignment in writing on or prior to the effective date of such assignment, *provided*, *further*, that the Developer and City may each make a collateral assignment of their share of the Brownfield TIF Revenue for project financing purposes. As used in this paragraph, "affiliate" means any corporation, company, partnership, limited liability company, trust, sole proprietorship or other entity or individual which (a) is owned or controlled by the Developer or City, (b) owns or controls the Developer or City or (c) is under common ownership or control with the Developer or City. This Agreement shall be binding upon and inure to the benefit of any successors or permitted assigns of the parties.

9. Entire Agreement.

This Agreement supersedes all agreements previously made between the parties relating to the subject matter. There are no other understandings or agreements between the parties.

10. Non-Waiver.

No delay or failure by either party to exercise any right under this Agreement, and no partial or single exercise of that right, constitutes a waiver of that or any other right, unless otherwise expressly provided herein.

11. Governing Law.

This Agreement shall be construed in accordance with and governed by the laws of the State of Michigan.

12. Counterparts.

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

[*Signature page follows*]

The parties have executed this Agreement on the date set forth above.

CITY OF MUSKEGON BROWNFIELD REDEVELOPMENT AUTHORITY

____
By:
Its:

CITY OF MUSKEGON

____
By:
Its:

ADELAIDE POINTE QOZB, LLC

____
By:
Its:

19886336-2

City of Muskegon
Brownfield Redevelopment Authority
County of Muskegon, State of Michigan

RESOLUTION APPROVING BROWNFIELD DEVELOPMENT AND REIMBURSEMENT AGREEMENT

Adelaide Pointe QOZB, LLC
Adelaide Pointe Project

Minutes of a meeting of the Board of the City of Muskegon Brownfield Redevelopment Authority ("Authority"), County of Muskegon, State of Michigan, held in the City Hall on the 9th of November, 2021 at 10:30 a.m., prevailing Eastern Time.

PRESENT: Members - M. Bottomley, B. Hastings, J. Riegler, M. Johnson Sr., J. Moore, F. DePung, D. Kalisz.

ABSENT: Members - M. Kleaveland, H. Systema, J. Wallace Jr., F. Peterson, D. Pollock, S. Black.

The following preamble and resolution were offered by Member F. DePung and supported by Member J. Riegler:

WHEREAS, the Authority approved a Brownfield Plan Amendment to include the Adelaide Pointe Project ("Project") during its meeting on October 12, 2021;

WHEREAS, the Adelaide Pointe Project Brownfield Plan Amendment includes tax increment financing to pay for certain eligible activities related to the Project;

WHEREAS, a Development and Reimbursement Agreement between the City and Adelaide Pointe QOZB, LLC has been negotiated to provide for reimbursement of the costs of eligible activities identified in the Brownfield Plan Amendment.

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

1. The Development and Reimbursement Agreement between the City and Adelaide Pointe QOZB, LLC for the Adelaide Pointe Project Brownfield Plan Amendment is necessary to facilitate the implementation of the Brownfield Plan.

2. The Authority hereby approves the Development and Reimbursement Agreement for the Adelaide Pointe Project Brownfield Plan, and recommends the approval of the Agreement by the Muskegon City Commission.

3. Repealer. All resolutions and parts of resolution in conflict with the provisions of this resolution are hereby repealed or amended to the extent of such conflict.

AYES: (7) M. Bottomley, B. Hastings, J. Riegler, M. Johnson Sr., J. Moore, F. DePung, D. Kalisz.

NAYS: (0) None.

RESOLUTION DECLARED ADOPTED.

Marcia Jane Bottomley
Chair

I hereby certify that the foregoing is a true and complete copy of a resolution adopted by the Board of the City of Muskegon Brownfield Redevelopment Authority, County of Muskegon, State of Michigan, at a meeting held on November 9th, 2021, 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.

Martha Jane Bottomley

Chair

WATCH MUSKEGON

Agenda Item Review Form

Muskegon City Commission

Commission Meeting Date: 11-23-2021	Title: Brownfield Development & Reimbursement Agreement, **Viridian Land Shores Co, LLC (Viridian Shores at Harbor 31 Redevelopment Project), 150 Viridian Drive**
Submitted By: Peter Wills	Department: Economic Development

Brief Summary: Approval of the Brownfield Development and Reimbursement Agreement for the Viridian Land Shores Co, LLC (Viridian Shores at Harbor 31 Redevelopment Project) and to consider the attached resolution.

Detailed Summary: The 3.5-acre property represents a portion of the former Teledyne Continental Motors industrial facility and would result in the construction of an approximately 63,000 square foot multi-story 118-unit senior living building with surrounding asphalt parking areas, concrete walkways and landscaping.

The Brownfield Plan Amendment was approved by the Authority on May 11th, 2021 and the City Commission on May 25th, 2021. The Brownfield Plan is for a period of 26 years and includes Brownfield Eligible Activity costs estimated at $4,018,080. The property is within the DDA and it is anticipated that all taxes captured will go towards the Brownfield TIF during the life of the Plan. Eligible costs include due care, environmental response activities, demolition, asbestos abatement, site preparation, infrastructure improvements, Brownfield Plan preparation, administration costs, and interest expense (5%).

The Development & Reimbursement Agreement outlines the procedures for the City to reimburse the Developer for eligible expenses within the Brownfield Plan. The Authority shall pay 100% of the available Brownfield TIF Revenue to the Developer to reimburse the costs of Developer Eligible Activities. The Developer will provide the BRA a request for payment of eligible expenses. The BRA has 30 days to approve the request. Payments are made on a semi-annual basis when incremental local taxes are captured and available. The BRA approved this Agreement at its November 9, 2021 meeting.

Amount Requested: N/A	Amount Budgeted: N/A
Fund(s) or Account(s):	Fund(s) or Account(s):

Recommended Motion: Approval of the Viridian Land Shores Co, LLC Brownfield Development and Reimbursement Agreement and authorize the Mayor and City Clerk to sign.

Check if the following Departments need to approve the item first:

Police Dept. ☐

Fire Dept. ☐

IT Dept. ☐

For City Clerk Use Only:

Commission Action:

RESOLUTION APPROVING THE BROWNFIELD

DEVELOPMENT AND REIMBURSEMENT AGREEMENT

Viridian Land Shores Co, LLC (150 Viridian Dr)

Viridian Shores at Harbor 31 Redevelopment Project

County of Muskegon, Michigan

2021-November 23

Minutes of a Regular Meeting of the City Commission of the City of Muskegon, County of Muskegon, Michigan (the "City"), held in the City Commission Chambers on the 23rd day of November, 2021 at 5:30 p.m., prevailing Eastern Time.

PRESENT:

ABSENT:

The following preamble and resolution were offered by _______________ and supported by _______________.

WHEREAS, in accordance with the provisions of Act 381, Public Acts of Michigan, 1996, as amended ("Act 381"), the City of Muskegon Brownfield Redevelopment Authority (the "Authority") has prepared and approved a Development and Reimbursement Agreement; and

WHEREAS, the Authority has forwarded the Development and Reimbursement Agreement to the City Commission requesting its approval of the Development and Reimbursement Agreement; and

NOW, THEREFORE, BE IT RESOLVED THAT:

1. That the Brownfield Plan constitutes a public purpose under Act 381.
2. That the Brownfield Plan meets all the requirements of Section 13(1) of Act 381.
3. That the proposed method of financing the costs of the eligible activities, as identified in the Brownfield Plan and defined in Act 381, is feasible and the Authority has the authority to arrange the financing.
4. That the costs of the eligible activities proposed in the Brownfield Plan are reasonable and necessary to carry out the purposes of Act 381.

5. That the amount of captured taxable value estimated to result from the adoption of the Brownfield Plan is reasonable.
6. That the Development and Reimbursement Agreement is approved and is effective immediately.
7. That all resolutions or parts of resolutions in conflict herewith shall be and the same are hereby rescinded.

Be it Further Resolved that the Mayor and City Clerk are hereby authorized to execute all documents necessary or appropriate to implement the provisions of the Brownfield Plan.

AYES:

NAYS:

ABSENT:

RESOLUTION DECLARED APPROVED.

____

Ann Marie Meisch, City Clerk

____

Stephen J. Gawron, Mayor

I hereby certify that the foregoing is a true and complete copy of a resolution adopted by the City Commission of the City of Muskegon, County of Muskegon, State of Michigan, at a regular meeting held on November 23, 2021 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, as amended, and that the minutes of said meetingwere kept and will be or have been made available as required by said Act.

____

Ann Marie Meisch, City Clerk

DEVELOPMENT AND REIMBURSEMENT AGREEMENT

This DEVELOPMENT AND REIMBURSEMENT AGREEMENT (the "**Agreement**") is made on _________, ______, by and among the CITY OF MUSKEGON BROWNFIELD REDEVELOPMENT AUTHORITY, a Michigan public body corporate whose address is 933 Terrace Street, Muskegon, Michigan 49443 (the "**Authority**"), the CITY OF MUSKEGON, a public body corporate whose address is 933 Terrace Street, Muskegon, Michigan 49443 (the "**City**"), and Viridian Land Shores Co, LLC, a Michigan limited liability company whose address is 2325 Belmont Center Drive NE, Belmont, Michigan 49306 (the "**Developer**").

RECITALS

A. Pursuant to P.A. 381 of 1996, as amended ("**Act 381**"), the Authority approved and recommended a Brownfield Plan which was duly approved by the City (the "**Plan**"). The Plan was amended on _________ (the "**Amendment**," and, together with the Plan, the "**Brownfield Plan**" – See Exhibit A) to identify a new residential condominium project proposed by the Developer.

B. The Brownfield Plan includes specific eligible activities associated with the Developer's plan to develop land located at 150 Viridian Drive in Muskegon, Michigan (collectively, the "**Developer Property**").

C. The Developer owns the Developer Property, which is included in the Brownfield Plan as an "eligible property" because it was determined to be a "facility", as defined by Part 201 of the Natural Resources and Environmental Protection Act ("**Part 201**"), or adjacent and contiguous to an "eligible property."

D. The Developer intends to conduct eligible activities on the Developer Property including the construction of 33 residential condominium units with surrounding asphalt parking areas, concrete walkways and landscaping (the **"Project"**), including department specific environmental activities, demolition, site preparation and infrastructure improvement activities, a 15% contingency and brownfield plan/work plan preparation and development, as described in the Brownfield Plan (the "**Developer Eligible Activities**"). All of the Developer Eligible Activities are eligible for reimbursement under Act 381. The total cost of the Eligible Activities, including contingencies and interest, are $4,018,080 (the "**Total Eligible Brownfield TIF Costs**").

E. Act 381 permits the Authority to capture and use local and certain school property tax revenues generated from the incremental increase in property value of a redeveloped brownfield site constituting an "eligible property" under Act 381 (the "**Brownfield TIF Revenue**") to pay or to reimburse the payment of Eligible Activities conducted on the "eligible property." The Brownfield TIF Revenue will be used to reimburse the Developer for the Developer Eligible Activities incurred and approved for the Project.

F. In accordance with Act 381, the parties desire to establish the procedure for using the available Brownfield TIF Revenue generated from the Property to reimburse the Developer for completion of Eligible Activities on the Property in an amount not to exceed the Total Eligible Brownfield TIF Costs.

NOW, THERFORE, the parties agree as follows:

1. <u>Reimbursement Source</u>.

(a) During the Term (as defined below) of this Agreement, and except as set forth in paragraph 2 below, the Authority shall reimburse the Developer for the costs of their Eligible Activities conducted on the Developer Property from the Brownfield TIF Revenue collected from the real and taxable personal property taxes on the Developer Property. The amount reimbursed to the Developer for their Eligible Activities shall not exceed the Total Eligible Brownfield TIF Costs, and reimbursements shall be made on approved costs submitted and approved in connection with the Developer Eligible Activities, as follows:

(i) the Authority shall pay 100% of available Brownfield TIF Revenue to Developer to reimburse the cost of the Developer Eligible Activities submitted and approved for reimbursement by the Authority until Developer is fully reimbursed; and

(b) The Authority shall capture Brownfield TIF Revenue from the Property and reimburse the Developer for their Eligible Activities until the earlier of the Developer being fully reimbursed or December 31, 2043. Unless otherwise prepaid by the Authority, payments to the Developer shall be made on a semi-annual basis as incremental local taxes are captured and available.

2. <u>Developer Reimbursement Process</u>.

(a) The Developer shall submit to the Authority, not more frequently than on a quarterly basis, a "Request for Cost Reimbursement" for Developer Eligible Activities paid for by the Developer during the prior period. All costs for the Developer Eligible Activities must be consistent with the approved Brownfield Plan. The Developer must include documentation sufficient for the Authority to determine whether the costs incurred were for Developer Eligible Activities, including detailed invoices and proof of payment. Copies of all invoices for Developer Eligible Activities must note what Developer Eligible Activities they support.

(b) Unless the Authority disputes whether such costs are for Developer Eligible Activities within thirty (30) days after receiving a Request for Cost Reimbursement from the Developer, the Authority shall pay the Developer the amounts for which submissions have been made pursuant to paragraph 2(a) of this Agreement in accordance with the priority set forth in paragraph 1, from which the submission may be wholly or partially paid from available Brownfield TIF Revenue from the Developer Property.

(i) The Developer shall cooperate with the Authority's review of its Request for Cost Reimbursement by providing supplemental information and documentation which may be reasonably requested by the Authority.

(ii) If the Authority determines that requested costs are ineligible for reimbursement, the Authority shall notify the Developer in writing of its reasons for such ineligibility within the Authority's thirty (30) day period of review. The Developer shall then have thirty (30) days to provide supplemental information or documents to the Authority demonstrating that the costs are for Developer Eligible Activities and are eligible for reimbursement.

(c) If a partial payment is made to the Developer by the Authority because of insufficient Brownfield TIF Revenue captured in the semi-annual period for which reimbursement is sought, the Authority shall make additional payments toward the remaining amount within thirty (30) days of its receipt of additional Brownfield TIF Revenue from the Developer Property until all of the amounts for which submissions have been made have been fully paid to the Developer, or by the end of the Term (as defined below), whichever occurs first. The Authority is not required to reimburse the Developer from any source other than Brownfield TIF Revenue.

(d) The Authority shall send all payments to the Developer by registered or certified mail, addressed to the Developer at the address shown above, or by electronic funds transfer directly to the Developer's bank account. The Developer may change its address by providing written notice sent by registered or certified mail to the Authority.

4. Term of Agreement.

The Authority's obligation to reimburse the Developer for the Total Eligible Brownfield TIF Costs incurred by each party under this Agreement shall terminate the earlier of the date when all reimbursements to the Developer required under this Agreement have been made or December 31, 2043 (the "**Term**"). If the Brownfield TIF Revenue ends before all of the Total Eligible Brownfield TIF Costs have been fully reimbursed to the Developer, the last reimbursement payment by the Authority shall be paid from the summer and winter tax increment revenue collected during the final year of this Agreement.

5. Adjustments.

If, due to an appeal of any tax assessment or reassessment of any portion of the Developer Property, or for any other reason, the Authority is required to reimburse any Brownfield TIF Revenue to any tax levying unit of government, the Authority may deduct the amount of any such reimbursement, including interest and penalties, from any amounts due and owing to the Developer. If all amounts due to the Developer under this Agreement have been fully paid or the Authority is no longer obligated to make any further payments to the Developer, the Authority shall invoice the Developer for the amount of such reimbursement and the Developer shall pay the Authority such invoiced amount within thirty (30) days of the receipt of the invoice. Amounts withheld by or invoiced and paid to the Authority by the Developer pursuant to this paragraph shall be reinstated as Developer Eligible Activities, respectively, for which the Developer shall have the opportunity to be reimbursed in accordance with the terms, conditions, and limitations of this Agreement. Nothing in this Agreement shall limit the right of the Developer to appeal any tax assessment.

6. Legislative Authorization.

This Agreement is governed by and subject to the restrictions set forth in Act 381. If there is legislation enacted in the future that alters or affects the amount of Brownfield TIF Revenue subject to capture, eligible property, or Eligible Activities, then the Developer's rights and the Authority's obligations under this Agreement shall be modified accordingly as required by law, or by agreement of the parties.

7. Notices.

All notices shall be given by registered or certified mail addressed to the parties at their respective addresses as shown above. Any party may change the address by written notice sent by registered or certified mail to the other party.

8. Assignment.

This Agreement and the rights and obligations under this Agreement shall not be assigned or otherwise transferred by any party without the consent of the other party, which shall not be unreasonably withheld, *provided*, *however*, the Developer may assign their interest in this Agreement to an affiliate without the prior written consent of the Authority if such affiliate acknowledges its obligations to the Authority under this Agreement upon assignment in writing on or prior to the effective date of such assignment, *provided*, *further*, that the Developer may each make a collateral assignment of their share of the Brownfield TIF Revenue for project financing purposes. As used in this paragraph, "affiliate" means any corporation, company, partnership, limited liability company, trust, sole proprietorship or other entity or individual which (a) is owned or controlled by the Developer, (b) owns or controls the Developer or (c) is under common ownership or control with the Developer. This Agreement shall be binding upon and inure to the benefit of any successors or permitted assigns of the parties.

9. Entire Agreement.

This Agreement supersedes all agreements previously made between the parties relating to the subject matter. There are no other understandings or agreements between the parties.

10. Non-Waiver.

No delay or failure by either party to exercise any right under this Agreement, and no partial or single exercise of that right, constitutes a waiver of that or any other right, unless otherwise expressly provided herein.

11. Governing Law.

This Agreement shall be construed in accordance with and governed by the laws of the State of Michigan.

12. Counterparts.

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

[*Signature page follows*]

The parties have executed this Agreement on the date set forth above.

CITY OF MUSKEGON BROWNFIELD REDEVELOPMENT AUTHORITY

____
By:
Its:

CITY OF MUSKEGON

____
By:
Its:

Viridian Land Shores Co, LLC

____
By:
Its:

19886336-2

EXHIBIT A

Copy of Brownfield Plan

City of Muskegon
Brownfield Redevelopment Authority
County of Muskegon, State of Michigan

RESOLUTION APPROVING BROWNFIELD DEVELOPMENT AND REIMBURSEMENT AGREEMENT

Viridian Land Shores Co, LLC
Viridian Shores at Harbor 31 Redevelopment Project

Minutes of a meeting of the Board of the City of Muskegon Brownfield Redevelopment Authority ("Authority"), County of Muskegon, State of Michigan, held in the City Hall on the 9th of November, 2021 at 10:30 a.m., prevailing Eastern Time.

PRESENT: Members – M. Bottomley, B. Hastings, J. Riegler, M. Johnson Sr., J. Moore, F. DePung, D. Kalisz.

ABSENT: Members – M. Kleaveland, H. Systema, J. Wallace Jr., F. Peterson, D. Pollock, S. Black.

The following preamble and resolution were offered by Member M. Johnson Sr. and supported by Member D. Kalisz:

WHEREAS, the Authority approved a Brownfield Plan Amendment to include the Viridian Shores at Harbor 31 Redevelopment Project ("Project") during its meeting on May 11, 2021;

WHEREAS, the Viridian Shores at Harbor 31 Redevelopment Project Brownfield Plan Amendment includes tax increment financing to pay for certain eligible activities related to the Project;

WHEREAS, a Development and Reimbursement Agreement between the City and Viridian Land Shores Co, LLC has been negotiated to provide for reimbursement of the costs of eligible activities identified in the Brownfield Plan Amendment.

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

1. The Development and Reimbursement Agreement between the City and Viridian Land Shores Co, LLC for the Viridian Shores at Harbor 31 Redevelopment Project Brownfield Plan Amendment is necessary to facilitate the implementation of the Brownfield Plan.

2. The Authority hereby approves the Development and Reimbursement Agreement for the Viridian Shores at Harbor 31 Redevelopment Project Brownfield Plan, and recommends the approval of the Agreement by the Muskegon City Commission.

3. Repealer. All resolutions and parts of resolution in conflict with the provisions of this resolution are hereby repealed or amended to the extent of such conflict.

AYES: (7) M. Bottomley, B. Hastings, J. Riegler, M. Johnson Sr., J. Moore, F. DePung, D. Kalisz.

NAYS: (0) None.

RESOLUTION DECLARED ADOPTED.

Martha Jane Bottomley
Chair

I hereby certify that the foregoing is a true and complete copy of a resolution adopted by the Board of the City of Muskegon Brownfield Redevelopment Authority, County of Muskegon, State of Michigan, at a meeting held on November 9th, 2021, 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.

Martha Jane Bottomley

Chair

WATCH MUSKEGON

Agenda Item Review Form

Muskegon City Commission

Commission Meeting Date: 11-23-2021	Title: Brownfield Development & Reimbursement Agreement, **Ryerson Creek Land Co, LLC (Trilogy Senior Housing Redevelopment Project), 60 Viridian Drive**
Submitted By: Peter Wills	Department: Economic Development

Brief Summary: Approval of the Brownfield Development and Reimbursement Agreement for the Ryerson Creek Land Co, LLC (Trilogy Senior Housing Redevelopment Project) and to consider the attached resolution.

Detailed Summary: The 5-acre property is the site of the former Teledyne Continental Motors industrial facility and would result in the construction of an approximately 63,000 square foot multi-story 118-unit senior living building with surrounding asphalt parking areas, concrete walkways and landscaping.

The Brownfield Plan Amendment was approved by the BRA on October 12, 2021 and the Commission on October 26, 2021. The Brownfield Plan is for a period of 27 years and includes total Brownfield Eligible Activity costs estimated at $4,392,244. The property is within the DDA and it is anticipated that all taxes captured will go towards the Brownfield TIF during the life of the Plan. Eligible costs include due care, environmental response activities, demolition, site preparation, infrastructure improvements, Brownfield Plan preparation, administration costs, and interest expense (4%).

The Development & Reimbursement Agreement outlines the procedures for the City to reimburse the Developer for eligible expenses within the Brownfield Plan. The Authority shall pay 100% of the available Brownfield TIF Revenue to the Developer to reimburse the costs of Developer Eligible Activities. The Developer will provide the BRA a request for payment of eligible expenses. The BRA has 30 days to approve the request. Payments are made on a semi-annual basis when incremental local taxes are captured and available. The BRA approved this agreement at its November 9, 2021 meeting.

Amount Requested: N/A	Amount Budgeted: N/A
Fund(s) or Account(s):	Fund(s) or Account(s):

Recommended Motion: Approval of the Ryerson Creek Land Co, LLC Brownfield Development and Reimbursement Agreement and authorize the Mayor and City Clerk to sign.

Check if the following Departments need to approve the item first:

Police Dept. ☐

Fire Dept. ☐

IT Dept. ☐

For City Clerk Use Only:

Commission Action:

RESOLUTION APPROVING THE BROWNFIELD

DEVELOPMENT AND REIMBURSEMENT AGREEMENT

Ryerson Creek Land Co, LLC (60 Viridian Dr)

Trilogy Senior Housing Redevelopment Project

County of Muskegon, Michigan

2021-November 23

Minutes of a Regular Meeting of the City Commission of the City of Muskegon, County of Muskegon, Michigan (the "City"), held in the City Commission Chambers on the 23rd day of November, 2021 at 5:30 p.m., prevailing Eastern Time.

PRESENT:

ABSENT:

The following preamble and resolution were offered by ______________ and supported by ______________.

WHEREAS, in accordance with the provisions of Act 381, Public Acts of Michigan, 1996, as amended ("Act 381"), the City of Muskegon Brownfield Redevelopment Authority (the "Authority") has prepared and approved a Development and Reimbursement Agreement; and

WHEREAS, the Authority has forwarded the Development and Reimbursement Agreement to the City Commission requesting its approval of the Development and Reimbursement Agreement; and

NOW, THEREFORE, BE IT RESOLVED THAT:

1. That the Brownfield Plan constitutes a public purpose under Act 381.
2. That the Brownfield Plan meets all the requirements of Section 13(1) of Act 381.
3. That the proposed method of financing the costs of the eligible activities, as identified in the Brownfield Plan and defined in Act 381, is feasible and the Authority has the authority to arrange the financing.
4. That the costs of the eligible activities proposed in the Brownfield Plan are reasonable and necessary to carry out the purposes of Act 381.

5. That the amount of captured taxable value estimated to result from the adoption of the Brownfield Plan is reasonable.
6. That the Development and Reimbursement Agreement is approved and is effective immediately.
7. That all resolutions or parts of resolutions in conflict herewith shall be and the same are hereby rescinded.

Be it Further Resolved that the Mayor and City Clerk are hereby authorized to execute all documents necessary or appropriate to implement the provisions of the Brownfield Plan.

AYES:

NAYS:

ABSENT:

RESOLUTION DECLARED APPROVED.

____

Ann Marie Meisch, City Clerk

____

Stephen J. Gawron, Mayor

I hereby certify that the foregoing is a true and complete copy of a resolution adopted by the City Commission of the City of Muskegon, County of Muskegon, State of Michigan, at a regular meeting held on November 23, 2021 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, as amended, and that the minutes of said meetingwere kept and will be or have been made available as required by said Act.

Ann Marie Meisch, City Clerk

DEVELOPMENT AND REIMBURSEMENT AGREEMENT

This DEVELOPMENT AND REIMBURSEMENT AGREEMENT (the "**Agreement**") is made on___________,________, by and among the CITY OF MUSKEGON BROWNFIELD REDEVELOPMENT AUTHORITY, a Michigan public body corporate whose address is 933 Terrace Street, Muskegon, Michigan 49443 (the "**Authority**"), the CITY OF MUSKEGON, a public body corporate whose address is 933 Terrace Street, Muskegon, Michigan 49443 (the "**City**"), and Ryerson Creek Land Co., LLC, a Michigan limited liability company whose address is 2325 Belmont Center Drive NE, Belmont, Michigan 49306 (the "**Developer**").

RECITALS

A. Pursuant to P.A. 381 of 1996, as amended ("**Act 381**"), the Authority approved and recommended a Brownfield Plan which was duly approved by the City (the "**Plan**"). The Plan was amended on__________(the "**Amendment**," and, together with the Plan, the "**Brownfield Plan**" – See Exhibit A) to identify a new senior housing redevelopment project proposed by the Developer.

B. The Brownfield Plan includes specific eligible activities associated with the Developer's plan to develop approximately 5 acres of land located at 60 Viridian Drive in Muskegon, Michigan (collectively, the "**Developer Property**").

C. The Developer owns the Developer Property, which is included in the Brownfield Plan as an "eligible property" because it was determined to be a "facility", as defined by Part 201 of the Natural Resources and Environmental Protection Act ("**Part 201**"), or adjacent and contiguous to an "eligible property."

D. The Developer intends to conduct eligible activities on the Developer Property including the construction of an approximately 63,000 square foot multi-story senior housing building with surrounding asphalt parking areas, concrete walkways and landscaping (the **"Project"**), including department specific environmental activities, demolition, site preparation and infrastructure improvement activities, a 15% contingency and brownfield plan/work plan preparation and development, as described in the Brownfield Plan, with an estimated cost of $4,378,740 (the "**Developer Eligible Activities**"). All of the Developer Eligible Activities are eligible for reimbursement under Act 381. The total cost of the Eligible Activities, including contingencies and interest, are $4,392,244 (the "**Total Eligible Brownfield TIF Costs**").

E. Act 381 permits the Authority to capture and use local and certain school property tax revenues generated from the incremental increase in property value of a redeveloped brownfield site constituting an "eligible property" under Act 381 (the "**Brownfield TIF Revenue**") to pay or to reimburse the payment of Eligible Activities conducted on the "eligible property." The Brownfield TIF Revenue will be used to reimburse the Developer for the Developer Eligible Activities incurred and approved for the Project.

F. In accordance with Act 381, the parties desire to establish the procedure for using the available Brownfield TIF Revenue generated from the Property to reimburse the Developer for completion of Eligible Activities on the Property in an amount not to exceed the Total Eligible Brownfield TIF Costs.

NOW, THERFORE, the parties agree as follows:

1. Reimbursement Source.

(a) During the Term (as defined below) of this Agreement, and except as set forth in paragraph 2 below, the Authority shall reimburse the Developer for the costs of their Eligible Activities conducted on the Developer Property from the Brownfield TIF Revenue collected from the real and taxable personal property taxes on the Developer Property. The amount reimbursed to the Developer for their Eligible Activities shall not exceed the Total Eligible Brownfield TIF Costs, and reimbursements shall be made on approved costs submitted and approved in connection with the Developer Eligible Activities, as follows:

(i) the Authority shall pay 100% of available Brownfield TIF Revenue to Developer to reimburse the cost of the Developer Eligible Activities submitted and approved for reimbursement by the Authority until Developer is fully reimbursed; and

(b) The Authority shall capture Brownfield TIF Revenue from the Property and reimburse the Developer for their Eligible Activities until the earlier of the Developer being fully reimbursed or December 31, 2051. Unless otherwise prepaid by the Authority, payments to the Developer shall be made on a semi-annual basis as incremental local taxes are captured and available.

2. Developer Reimbursement Process.

(a) The Developer shall submit to the Authority, not more frequently than on a quarterly basis, a "Request for Cost Reimbursement" for Developer Eligible Activities paid for by the Developer during the prior period. All costs for the Developer Eligible Activities must be consistent with the approved Brownfield Plan. The Developer must include documentation sufficient for the Authority to determine whether the costs incurred were for Developer Eligible Activities, including detailed invoices and proof of payment. Copies of all invoices for Developer Eligible Activities must note what Developer Eligible Activities they support.

(b) Unless the Authority disputes whether such costs are for Developer Eligible Activities within thirty (30) days after receiving a Request for Cost Reimbursement from the Developer, the Authority shall pay the Developer the amounts for which submissions have been made pursuant to paragraph 2(a) of this Agreement in accordance with the priority set forth in paragraph 1, from which the submission may be wholly or partially paid from available Brownfield TIF Revenue from the Developer Property.

(i) The Developer shall cooperate with the Authority's review of its Request for Cost Reimbursement by providing supplemental information and documentation which may be reasonably requested by the Authority.

(ii) If the Authority determines that requested costs are ineligible for reimbursement, the Authority shall notify the Developer in writing of its reasons for such ineligibility within the Authority's thirty (30) day period of review. The Developer shall then have thirty (30) days to provide supplemental information or documents to the Authority demonstrating that the costs are for Developer Eligible Activities and are eligible for reimbursement.

(c) If a partial payment is made to the Developer by the Authority because of insufficient Brownfield TIF Revenue captured in the semi-annual period for which reimbursement is sought, the Authority shall make additional payments toward the remaining amount within thirty (30) days of its receipt of additional Brownfield TIF Revenue from the Developer Property until all of the amounts for which submissions have been made have been fully paid to the Developer, or by the end of the Term (as defined below), whichever occurs first. The Authority is not required to reimburse the Developer from any source other than Brownfield TIF Revenue.

(d) The Authority shall send all payments to the Developer by registered or certified mail, addressed to the Developer at the address shown above, or by electronic funds transfer directly to the Developer's bank account. The Developer may change its address by providing written notice sent by registered or certified mail to the Authority.

4. Term of Agreement.

The Authority's obligation to reimburse the Developer for the Total Eligible Brownfield TIF Costs incurred by each party under this Agreement shall terminate the earlier of the date when all reimbursements to the Developer required under this Agreement have been made or December 31, 2051 (the "**Term**"). If the Brownfield TIF Revenue ends before all of the Total Eligible Brownfield TIF Costs have been fully reimbursed to the Developer, the last reimbursement payment by the Authority shall be paid from the summer and winter tax increment revenue collected during the final year of this Agreement.

5. Adjustments.

If, due to an appeal of any tax assessment or reassessment of any portion of the Developer Property, or for any other reason, the Authority is required to reimburse any Brownfield TIF Revenue to any tax levying unit of government, the Authority may deduct the amount of any such reimbursement, including interest and penalties, from any amounts due and owing to the Developer. If all amounts due to the Developer under this Agreement have been fully paid or the Authority is no longer obligated to make any further payments to the Developer, the Authority shall invoice the Developer for the amount of such reimbursement and the Developer shall pay the Authority such invoiced amount within thirty (30) days of the receipt of the invoice. Amounts withheld by or invoiced and paid to the Authority by the Developer pursuant to this paragraph shall be reinstated as Developer Eligible Activities, respectively, for which the Developer shall have the opportunity to be reimbursed in accordance with the terms, conditions, and limitations of this Agreement. Nothing in this Agreement shall limit the right of the Developer to appeal any tax assessment.

6. Legislative Authorization.

This Agreement is governed by and subject to the restrictions set forth in Act 381. If there is legislation enacted in the future that alters or affects the amount of Brownfield TIF Revenue subject to capture, eligible property, or Eligible Activities, then the Developer's rights and the Authority's obligations under this Agreement shall be modified accordingly as required by law, or by agreement of the parties.

7. Notices.

All notices shall be given by registered or certified mail addressed to the parties at their respective addresses as shown above. Any party may change the address by written notice sent by registered or certified mail to the other party.

8. Assignment.

This Agreement and the rights and obligations under this Agreement shall not be assigned or otherwise transferred by any party without the consent of the other party, which shall not be unreasonably withheld, *provided, however*, the Developer may assign their interest in this Agreement to an affiliate without the prior written consent of the Authority if such affiliate acknowledges its obligations to the Authority under this Agreement upon assignment in writing on or prior to the effective date of such assignment, *provided, further*, that the Developer may each make a collateral assignment of their share of the Brownfield TIF Revenue for project financing purposes. As used in this paragraph, "affiliate" means any corporation, company, partnership, limited liability company, trust, sole proprietorship or other entity or individual which (a) is owned or controlled by the Developer, (b) owns or controls the Developer or (c) is under common ownership or control with the Developer. This Agreement shall be binding upon and inure to the benefit of any successors or permitted assigns of the parties.

9. Entire Agreement.

This Agreement supersedes all agreements previously made between the parties relating to the subject matter. There are no other understandings or agreements between the parties.

10. Non-Waiver.

No delay or failure by either party to exercise any right under this Agreement, and no partial or single exercise of that right, constitutes a waiver of that or any other right, unless otherwise expressly provided herein.

11. Governing Law.

This Agreement shall be construed in accordance with and governed by the laws of the State of Michigan.

12. Counterparts.

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

[*Signature page follows*]

The parties have executed this Agreement on the date set forth above.

CITY OF MUSKEGON BROWNFIELD REDEVELOPMENT AUTHORITY

____
By:
Its:

CITY OF MUSKEGON

____
By:
Its:

Ryerson Creek Land Co., LLC

____
By:
Its:

19886336-2

City of Muskegon
Brownfield Redevelopment Authority
County of Muskegon, State of Michigan

RESOLUTION APPROVING BROWNFIELD DEVELOPMENT AND REIMBURSEMENT AGREEMENT

Ryerson Creek Land Co, LLC
Trilogy Senior Housing Redevelopment Project

Minutes of a meeting of the Board of the City of Muskegon Brownfield Redevelopment Authority ("Authority"), County of Muskegon, State of Michigan, held in the City Hall on the 9th of November, 2021 at 10:30 a.m., prevailing Eastern Time.

PRESENT: Members - M. Bottomley, B. Hastings, J. Riegler, M. Johnson Sr., J. Moore, F. DePung, D. Kalisz.

ABSENT: Members - M. Kleaveland, H. Systema, J. Wallace Jr., F. Peterson, D. Pollock, S. Black.

The following preamble and resolution were offered by Member B. Hastings and supported by Member J. Moore:

WHEREAS, the Authority approved a Brownfield Plan Amendment to include the Trilogy Senior Housing Redevelopment Project ("Project") during its meeting on October 12, 2021;

WHEREAS, the Trilogy Senior Housing Redevelopment Project Brownfield Plan Amendment includes tax increment financing to pay for certain eligible activities related to the Project;

WHEREAS, a Development and Reimbursement Agreement between the City and Ryerson Creek Land Co, LLC has been negotiated to provide for reimbursement of the costs of eligible activities identified in the Brownfield Plan Amendment.

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

1. The Development and Reimbursement Agreement between the City and Ryerson Creek Land Co, LLC for the Trilogy Senior Housing Redevelopment Project Brownfield Plan Amendment is necessary to facilitate the implementation of the Brownfield Plan.

2. The Authority hereby approves the Development and Reimbursement Agreement for the Trilogy Senior Housing Redevelopment Project Brownfield Plan, and recommends the approval of the Agreement by the Muskegon City Commission.

3. Repealer. All resolutions and parts of resolution in conflict with the provisions of this resolution are hereby repealed or amended to the extent of such conflict.

AYES: (7) M. Bottomley, B. Hastings, J. Riegler, M. Johnson Sr., J. Moore, F. DePung, D. Kalisz.

NAYS: (0) None.

RESOLUTION DECLARED ADOPTED.

Maretta Jane Bottomley

Chair

I hereby certify that the foregoing is a true and complete copy of a resolution adopted by the Board of the City of Muskegon Brownfield Redevelopment Authority, County of Muskegon, State of Michigan, at a meeting held on November 9th, 2021, 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.

Martha Jane Bottomley

Chair

WATCH MUSKEGON

Agenda Item Review Form

Muskegon City Commission

Commission Meeting Date: 11/23/2021	Title: MMRMA Settlement Agreement City of Muskegon vs. Don & Thearetta Bailley
Submitted By: Dwana Thompson	Department: EEO & Employee Relations Department

Brief Summary: On 7/24/2021 the property of Don & Thearetta Bailey at 1360 8th Street sustained damages due to a sewer backup. Mrs. Bailey filed a claim with the City of Muskegon on 7/26/2021. Michigan Municipal Risk Management Authority known as MMRMA represents the City of Muskegon with its self-insurance program. We have negotiated a settlement agreement for the mitigation/clean up of the property, and for damaged and lost property in the amount of $30,000.

Detailed Summary: See Attached

Amount Requested: $30,000	Amount Budgeted:
Fund(s) or Account(s): Insurance Fund	Fund(s) or Account(s):

Recommended Motion: Approve $30,000 as final settlement of the claim for 1360 Eighth Street, for services and loss associated with the claim from 7/24/2021.

Check if the following Departments need to approve the item first:

Police Dept. ☐

Fire Dept. ☐

IT Dept. ☐

For City Clerk Use Only:

Commission Action:

MICHIGAN MUNICIPAL
RISK MANAGEMENT
AUTHORITY

November 17, 2021

Don and Thearetta Bailey
1360 8th Street
Muskegon, MI 49441

Via Email Only: theabailey3215@gmail.com

Re:	Member:	City of Muskegon
	MMRMA Claim #:	2102408
	Date of Loss:	7/24/2021
	Loss Location:	1360 8th Street

Dear Mr. and Mrs. Bailey:

Please be advised that this office represents the City of Muskegon in connection with its self-insurance program.

Our review of the above referenced matter is now complete, and we are prepared to pay $16,528.13, in addition to the payment of $8,636.41 to be paid to Servpro of NE Grand Rapids and $4,835.46 to be paid to FRSTeam of Michigan, for a total of $30,000.00, as full and final claim settlement in exchange for a signed release. Attached is a Release for the settlement amount. Please sign the Release, have it witnessed by someone other than a relative, and return it to this.

Additionally, by signing the Release, you certify that you are a United States Citizen or other United States entity, are not subject to IRS backup withholding, and are exempt from Foreign Account Tax Compliance Act reporting.

Upon receipt of the signed Release form, and assuming that you are not subject to IRS backup withholding and exempt from FATCA reporting, a settlement check will be processed and forwarded to you.

Sincerely,

Robert N. Armstrong

Robert N. Armstrong
Senior Claims Adjuster

RNA/kf

Attachment: Release

cc: City of Muskegon *(Via Email Only)*

RELEASE

For the Sole Consideration of **THIRTY THOUSAND and 00/100 dollars ($30,000.00),** of which $8,636.41.will be paid to Servpro of NE Grand Rapids and $4,835.46 will be paid to FRSTeam of Michigan, the receipt and sufficiency whereof is hereby acknowledged, the undersigned hereby releases and forever discharges the **City of** Muskegon, its heirs, executors, administrators, employees, agents and assigns, and all other persons, firms or corporations liable or who might be claimed to be liable, none of whom admit any liability to the undersigned but all expressly deny any liability for property damage which has resulted or may in the future develop from an incident which occurred on or about the 24th day of July 2021.

Undersigned hereby declares that the terms of this settlement have been completely read and are fully understood and voluntarily accepted for the purpose of making a full and final compromise adjustment and settlement of any and all property damage claims, disputed or otherwise, above mentioned, and for the express purpose of precluding forever any further or additional claims arising out of the aforesaid incident with respect to property damage.

The undersigned hereby accepts check or checks as final payment of the consideration set forth above.

The undersigned certifies that the payee is a United States citizen or other United States entity, not subject to backup withholding, and is exempt from Foreign Account Tax Compliance Act (FATCA) reporting.

In witness whereof, we have hereunto set our hands this 17TH day of NOVEMBER, 2021.

Claimants In presence of (Witness)

Claimant Name DONALD BAILEY (Print Name) Claimant Name Donald Bailey (Sign Name)

Claimant Name THEARETTA M. BAILEY (Print Name) Claimant Name Thearetta M. Bailey (Sign Name)

Address 1360-8th St

City/State Muskegon, Mi Zip Code 49441

Witness **** THE WITNESS MUST BE SOMEONE OTHER THAN A RELATIVE ****

Witness Name DWANA THOMPSON (Print Name) CITY OF MUSKEGON Witness Name Dwana Thompson (Sign Name)

Address 933 TERRACE STREET

City/State MUSKEGON, MI Zip Code 49440

MMRMA Claim No: 2102408 / RNA

WATCH MUSKEGON

Agenda Item Review Form

Muskegon City Commission

Commission Meeting Date: November 23rd, 2021	Title: Bridge Bundle #1 – Removal of Ottawa bridge
Submitted By: Joel Brookens	Department: Public Works

Brief Summary:

Staff is seeking formal resolution and support confirming concurrence for bridge removal of the Ottawa Street bridge.

Detailed Summary:

Staff is seeking funds from the Michigan Department of Transportation (MDOT) Bridge Bundle #1 program. MDOT piloted a Bridge Bundle program last year with the hopes of reducing the number of critical condition bridges by combining several bridges into one package. More information about the program and an online tracking tool can be found here: https://www.michigan.gov/som/0,4669,7-192-47796-564509--,00.html

MDOT is seeking formal resolution of commitment and support. See attached resolution provided by MDOT.

Ottawa Street bridge: This bridge only serves Richards Park and is already closed to traffic via concrete barriers. It is open to pedestrians. At this time, the city has no plans to replace the bridge. See attached Resolution.

Staff is recommending resolution of comment and support to remove the Ottawa Street bridge.

Amount Requested: $0	Amount Budgeted: $0
Fund(s) or Account(s): N/A	Fund(s) or Account(s): N/A

Recommended Motion:

Approve the Resolution of Commitment and Support for the Statewide Local Agency Bridge Bundle Program and Authorize the Mayor and Clerk to sign.

Check if the following Departments need to approve the item first:

Police Dept. ☐

Fire Dept. ☐

IT Dept. ☐

For City Clerk Use Only:

Commission Action:

MUSKEGON

West Michigan's Shoreline City
www.shorelinecity.com

RESOLUTION OF COMMITMENT AND SUPPORT FOR THE STATEWIDE LOCAL AGENCY BRIDGE BUNDLE PROGRAM

WHEREAS, the Michigan Department of Transportation ("MDOT") has undertaken an initiative to address the needs of Michigan's local bridge conditions through an innovative delivery method known as "bridge bundling;"

WHEREAS, MDOT reached out to the County Road Association of Michigan ("CRA") and the Michigan Municipal League ("MML") to work together on such an initiative for the benefit of their mutual communities, and in the interest of public safety and the Michigan taxpayers.

WHEREAS, MDOT has identified funding for the BUNDLE PROGRAM and has screened and selected a number of candidate local bridges from a statewide review for inclusion in same, with no local cash match or local funding required;

WHEREAS, the City of Muskegon has agreed to the inclusion of the following bridge(s) in the BUNDLE PROGRAM, with associated planned work:

Ottawa Street Bridge over the south branch of the Muskegon River

subject to final approval by MDOT and FHWA, if applicable;

WHEREAS, the City of Muskegon understands that the work as planned consists of the permanent removal of the above structure(s) and will be undertaken in a design-bid-build contract to be let and awarded by MDOT at no cost to the City of Muskegon;

WHEREAS, the City of Muskegon acknowledges that any requests to add or include work to the BUNDLE PROGRAM identified by MDOT to be either maintenance-related, a betterment or non-structural improvement to the planned scope shall only be undertaken subject to the approval of MDOT and at 100% City of Muskegon cost;

WHEREAS, the City of Muskegon acknowledges that neither MDOT nor its third-party agents, contractors or consultants are assuming any ownership or responsibility for the future operation or maintenance of any improvements constructed in connection with the BUNDLE PROGRAM, and that MDOT shall turn over design and as-built plans to the City of Muskegon upon completion of construction;

WHEREAS, upon completion of the construction, the City of Muskegon shall accept the facilities constructed as built to specifications within the construction contract documents. It is understood that the City of Muskegon shall own the facilities and shall operate and maintain the facilities in accordance with applicable law at no cost to MDOT;

WHEREAS, the City of Muskegon has designated an employee representative ("CHAMPION") to serve as a point person for the agency with necessary authority and resources to act and direct its staff and third-party agents to facilitate coordination of its portion of the BUNDLE PROGRAM with MDOT;

WHEREAS, the City of Muskegon hereby acknowledges that MDOT and its consultants have the appropriate authority to act on its behalf in the planning, design, construction and administration of the BUNDLE PROGRAM, while allowing City of Muskegon staff input during design and reasonable access during construction to perform its own observations and inspections if desired;

WHEREAS, the City of Muskegon agrees to support implementation of the BUNDLE PROGRAM consistent with the attached "Responsibilities of Local Agency Champions" as approved by MDOT in September 2020;

WHEREAS, the City of Muskegon acknowledges and agrees that none of its direct or indirect costs incurred in connection with its participation in the BUNDLE PROGRAM shall be reimbursable by MDOT or FHWA;

NOW THEREFORE BE IT RESOLVED, the City of Muskegon hereby agrees to support implementation of the BUNDLE PROGRAM to help facilitate the overall goal of improving local bridge conditions in Michigan.

Approved on (date) by:

ATTEST:

____

Signature

CITY OF MUSKEGON

____

Mayor Signature

____

City Clerk Signature

EXHIBIT A

RESPONSIBILITIES OF LOCAL AGENCY CHAMPIONS

City of Muskegon agrees to support its designated CHAMPION* and other staff to take the following actions as necessary on behalf of the City of Muskegon to participate in the BUNDLE PROGRAM:

1. Review and sign environmental permit applications on behalf of the agency, being developed and prepared by MDOT or its consultants on its behalf;

2. Allow MDOT representatives to perform preliminary engineering work on site (surveying, scoping, etc.) and assisting with any routine traffic controls needed;

3. Respond in a timely manner or within deadlines established by MDOT to requests from MDOT or its consultants for relevant data or input on engineering plans or other the BUNDLE PROGRAM-related documents;

4. Issue permits (right-of-way occupancy, trucking, etc.) to MDOT's contractor within deadlines established by MDOT at no cost under uniform or near-uniform conditions as other agencies with the BUNDLE PROGRAM bridges;

5. Meet MDOT, its consultants, regulatory agency representatives or contractor to review site conditions and discuss planned actions and impacts, such as work zone safety and maintenance of traffic requirements;

6. Develop and implement an actionable plan to facilitate fulfillment of future life-cycle maintenance responsibilities of the completed improvement consistent with sound principles of asset management;

7. Take administrative actions as necessary to support the BUNDLE PROGRAM budget, quality and schedule goals;

8. Its designated CHAMPION, on behalf of the City of Muskegon, shall lead with support from MDOT and its consultant team, in local public meetings or stakeholder engagement (as needed) to support efforts to inform the public of the program and local impacts;

9. Take additional actions deemed necessary by FHWA to support successful implementation of the BUNDLE PROGRAM.

*designated City of Muskegon employee representative to serve as a point person for the agency with necessary authority and resources to act and direct its staff and third-party agents to facilitate coordination of its portion of the BUNDLE PROGRAM with MDOT.

Agenda Item Review Form

Muskegon City Commission

Commission Meeting Date: November 23, 2021	Title: Sale – 434 Abbey St.
Submitted By: Hope Griffith	Department: Planning Department
Brief Summary: City staff is seeking authorization to sell the City owned vacant lot at 434 Abbey St. to James Williams.	
Detailed Summary: Mr. Williams would like to purchase the City owned buildable lot at 434 Abbey for $4,875 (75% of the True Cash Value of $6,500) plus half of the closing costs and the fee to register the deed. Mr. Williams will be constructing two (2) single-family homes on the property.	
Amount Requested: None.	Amount Budgeted: $0
Fund(s) or Account(s): N/A	Fund(s) or Account(s): N/A
Recommended Motion: Authorize the Code Coordinator to complete the sale of 434 Abbey St., as described in the attached purchase agreement and to have the Mayor and Clerk sign the deed.	

Check if the following Departments need to approve the item first:

Police Dept. ☐

Fire Dept. ☐

IT Dept. ☐

For City Clerk Use Only:

Commission Action:

<u>WARRANTY DEED</u>

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

CONVEY(S) AND WARRANT(S) to **JAMES WILLIAMS,** a married man of 1482 Morgan Ave., Muskegon, Michigan 49442,

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

CITY OF MUSKEGON URBAN RENEWAL PLAT NO 3 LOTS 600 & 601.

for the sum of Four Thousand Eight Hundred Seventy-Five and no/100 Dollars ($4,875.00)

PROVIDED, HOWEVER, Grantee, or its assigns, shall obtain issued building permits for construction of two (2) single-family homes within the premises herein conveyed within twenty-four (24) months after the date hereof. In default of such issued building permits, title to the premises shall revert to the City of Muskegon free and clear of any claim of Grantee or its assigns. In addition, the City of Muskegon may retain the consideration for this conveyance free and clear of any claim of Grantee or its assigns. In the event of reversion of title of the above-described premises, improvements made thereon shall become the property of Grantor. These covenants and conditions shall run with the land.

Subject to any easements, use, conditions and provisions of record, if any.

This deed is exempt from real estate transfer tax pursuant to the provisions of MCLA 207.505(h)(i) and MCLA 207.526 Sec. 6(h)(i).

Dated this ______ day of __________________, 2021.

Signed in the presence of: CITY OF MUSKEGON

____________________________________ By_______________________________
Stephen J. Gawron, Its Mayor

____________________________________ and____________________________
Ann Marie Meisch, MMC, Clerk

STATE OF MICHIGAN
COUNTY OF MUSKEGON

Signed and sworn to before me in Muskegon County, Michigan, on _______________, 2021, by STEPHEN J. GAWRON and ANN MARIE MEISCH, MMC, the Mayor and Clerk, respectively, of the CITY OF MUSKEGON, a municipal corporation, on behalf of the City.

____
________________________, Notary Public
Acting in the County of __________________,
___________________________County, MI
My Comm. Expires: ___________________

PREPARED BY: Hope Griffith
City of Muskegon
933 Terrace St Rm 202
Muskegon, MI 49440
Telephone: (231) 724-6760

WHEN RECORDED RETURN TO: GRANTEE

SEND SUBSEQUENT TAX BILLS TO: GRANTEE

REAL ESTATE PURCHASE AGREEMENT

THIS AGREEMENT is made ___________, 2021 ("Effective Date"), by and between the **CITY OF MUSKEGON**, a municipal corporation, with offices at 933 Terrace, Muskegon, Michigan 49440 ("Seller"), and **James Williams**, a married man, of 1482 Morgan Ave, Muskegon, MI 49442 ("Buyer").

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

SEE ATTACHMENT A

Subject to the reservations, restrictions and easements of record, provided said reservations, restrictions and easements of record are acceptable to Buyer upon disclosure and review of the same, and subject to any governmental inspections required by law.

2. **Purchase Price and Manner of Payment.** The purchase price for the Premises shall be Four Thousand Eight Hundred Seventy-Five and no/100 Dollars ($4,875), payable in cash, money order, bank certified check at the closing.

3. **Taxes and Assessments.** All taxes and assessments that are due and payable at the time of Closing shall be paid by Seller prior to or at Closing. All taxes and special assessments that become due and payable after Closing shall be the responsibility of Buyer.

4. **Title Insurance.** Seller agrees to deliver to Buyer, on or before the closing date, a commitment for title insurance, issued by Transnation Title Insurance Company, for an amount not less than the purchase price stated in this Agreement, guaranteeing title on the conditions required herein. In the event the reservations, restrictions or easements of record disclosed by said title commitment is, in the sole discretion of Buyer, deemed unreasonable, Seller shall have forty-five (45) days from the date Seller is notified in writing of such unreasonableness of restriction and such unmarketability of title, to remedy such objections. If Seller resolves such restrictions and remedies the title (by obtaining satisfactory title insurance or otherwise) within the time specified, Buyer agrees to complete this sale as herein provided, within ten (10) days of written notification thereof. If Buyer closes on the Premises, any objections to the title are deemed waived. If Seller fails to resolve such restrictions or remedy the title within the time above specified or fails to obtain satisfactory title insurance, this Agreement will be terminated at Buyer's option. The premium for the owner's title policy shall be paid by Seller.

5. **Covenant to Construct Improvements and Use.** Buyer acknowledges that, as part of the consideration inuring to the City, Buyer covenants and agrees to construct on the premises two (2) single-family homes, up to all codes, within twenty-four (24) months of the closing of this transaction. The home shall be substantially completed within twenty-four (24)

months and, in the event said substantial completion has not occurred, or the restriction of this paragraph relating to tree removal is violated, in the sole judgment of the City, the property and all improvements then installed shall revert in title to the City, without any compensation or credit to Buyer, and free of all liens. The covenants in this paragraph shall survive the closing and run with the land.

6. **Survey.** Buyer at its own expense may obtain a survey of the Premises, and Buyer or its surveyor or other agents may enter the Premises for that purpose prior to Closing. If no survey is obtained, Buyer agrees that Buyer is relying solely upon Buyer's own judgment as to the location, boundaries and area of the Premises and improvements thereon without regard to any representations that may have been made by Seller or any other person. In the event that a survey by a registered land surveyor made prior to closing discloses an encroachment or substantial variation from the presumed land boundaries or area, Seller shall have the option of effecting a remedy within thirty (30) days after disclosure, or tendering Buyer's deposit in full termination of this Purchase Agreement and paying the cost of such survey. Buyer may elect to purchase the Premises subject to said encroachment or variation.

7. **Condition of Premises and Examination by Buyer.** NO IMPLIED WARRANTIES OF HABITABILITY, QUALITY, CONDITION, FITNESS FOR A PARTICULAR PURPOSE, OR ANY OTHER IMPLIED WARRANTIES SHALL OPERATE BETWEEN SELLER AND BUYER, AND BUYER EXPRESSLY WAIVES ANY AND ALL SUCH IMPLIED WARRANTIES. BUYER UNDERSTANDS AND AGREES THAT THE PREMISES ARE TAKEN "AS IS," SUBJECT TO THE EXPRESS COVENANTS, CONDITIONS AND/OR EXPRESS WARRANTIES CONTAINED IN THIS PURCHASE AGREEMENT. BUYER FURTHER SAYS THAT HE HAS PERSONALLY INSPECTED THE PREMISES AND IS SATISFIED WITH THE CONDITION OF THE LAND, AND THE BUILDINGS AND IMPROVEMENTS THEREON, AND THAT THE PROPERTY IS BEING PURCHASED AS A RESULT OF SUCH INSPECTION AND INVESTIGATION AND NOT DUE TO ANY REPRESENTATIONS MADE BY OR ON BEHALF OF SELLER. SELLER KNOWS OF NO HAZARDOUS SUBSTANCES OR CONTAMINATION, AND BUYER WAIVES ANY CLAIM AGAINST SELLER IN THE EVENT SUCH STUBSTANCES ARE FOUND.

8. **Closing.** The closing date of this sale shall be on or before 90 days after the Effective Date ("Closing"). The Closing shall be conducted at Transnation Title Insurance Company, 570 Seminole Road, Ste. 102, Muskegon, MI 49444. If necessary, the parties shall execute an IRS closing report at the Closing.

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

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

11. **Date of Possession.** Possession of Premises is to be delivered to Buyer by Seller on the date of Closing.

12. **<u>Costs</u>.** Seller shall be responsible to pay the Michigan transfer tax, if any, in the amount required by law. In addition, Seller shall be responsible to pay for the recording of any instrument that must be recorded to clear title to the Premises, to the extent required by this Agreement. Buyer shall pay for the cost of recording the deed to be delivered at Closing as well as half of the closing costs.

13. **<u>General Provisions</u>.**

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

b. **Pronouns.** When applicable, pronouns and relative words shall be read as plural, feminine or neuter.

c. **Merger.** It is understood and agreed that all understandings and agreements previously made between Buyer and Seller are merged into this Agreement, which alone fully and completely expresses the agreement of the parties.

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

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

f. **Severability.** In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of this Agreement, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision(s) had never been contained herein.

g. **Survival of Representations and Warranties.** The representations, warranties, covenants and agreements contained in this Agreement and in any instrument provided for herein shall survive the Closing and continue in full force and effect after the consummation of this purchase and sale.

h. **Modification of the Agreement.** This Agreement shall not be amended except by a writing signed by Seller and Buyer.

The parties have executed this Real Estate Purchase Agreement on the date written below their names, to be effective as of the day and year first above written.

WITNESSES:	SELLER: CITY OF MUSKEGON
______________________________	By______________________________ Stephen J. Gawron, Mayor Date: __________________
______________________________	______________________________ Ann Marie Meisch, MMC, Clerk Date: __________________
	BUYER: James Williams
______________________________	______________________________ Name: ______________________ Title: ______________________ EIN#:_____________________ Date: __________________
______________________________	

ATTACHMENT A

CITY OF MUSKEGON URBAN RENEWAL PLAT NO 3 LOTS 600 & 601.

WATCH MUSKEGON

Agenda Item Review Form

Muskegon City Commission

Commission Meeting Date: November 23, 2021	Title: Approve the re-assignment of Building Contract for 769 Catawba Avenue
Submitted By: Oneata Bailey	Department: CNS

Brief Summary: To re-award the Building Contract for the rehabilitation of 769 Catawba Ave. to Custom Exteriors, LLC-Mike Murphy, for the City of Muskegon's Homebuyers Program. (pictures)

Detailed Summary:

The Commission recently approved the rehabilitation contract of 769 Catawba Avenue to *Nassau Construction LLC* after the lowest bidder was unable to continue. Since that time the Lead Abatement work is near completion at and ready for the rehabilitation process. **I am requesting that the Rehabilitation Contract be re-awarded to the original contractor, Mike Murphy of Custom Exteriors, LLC**.

1. Nassau Construction LLC is an abatement contractor for our LEAD Safe Muskegon Program with 3 current lead units to complete;
2. Custom Builders, LLC is requesting to fulfill its original obligation and ready to start;
3. Due to post-pandemic circumstances, CNS supports the re-assignment of this award to Custom Exteriors, LLC.

Rehabilitation Contractor for 769 Catawba Ave.

Mike Murphy, Custom Exteriors, LLC

1541 Brooks Road

Muskegon, MI 49442

Local Building Contractor new construction/rehab since 2010

Amount Requested: $89,264.00	Amount Budgeted: $110,000
Fund(s) or Account(s): HOME Program	Fund(s) or Account(s): HOME 2020

Recommended Motion: To award Custom Exteriors LLC the rehabilitation contract in the amount of $ 89,264.00, for the Community and Neighborhood Services Office Homebuyers Program.

Check if the following Departments need to approve the item first:

Police Dept. ☐

Fire Dept. ☐

IT Dept. ☐

For City Clerk Use Only:

Commission Action:

Agenda Item Review Form

Muskegon City Commission

Commission Meeting Date: 11/23/21	Title: 880 First Street Development and Purchase Agreement
Submitted By: Jake Eckholm	Department: Development Services

Brief Summary: The team has been working with the developer at 880 First Street LLC to negotiate mutually favorable terms on a purchase and development agreement that will stipulate schedule of development and pricing for the city owned property and future expansion onto the City owned parking lot. The final draft attached is mutually agreed upon by staff and the developer.

Detailed Summary: The structure of this development agreement has taken some time to negotiate due to an existing parking lease agreement with Parkland Properties that obligates the city to certain conditions it must maintain in the City owned lot behind the development site. The long term phasing for this development, as described in previous presentations to the commission, includes a multistory parking deck on that lot with liner apartments along Clay street. This is set to come after the renovation of and addition to the existing tower, but the parking structure would have to come along with the tower due to the lack of our ability to dedicate spaces in the existing parking lot. Due to the parking agreement and our obligations, there was a possibility that we would have to participate in a floor of that parking structure, at a cost of roughly a million dollars to the City.

This was not favorable to us or the developer, so we in Development Services have been working on a concept to reorient parking on-street and introduce a permit system that would allow dedicated parking for permit holders in the phase 1 tower. Attached in the packet, we have included a graphic that illustrates our ability to reorient the parking on this block that will provide additional spaces without impacting the lot, thereby allowing the parking structure to remain in phase 2 as intended and removing any need for the city to participate in a floor of the deck to meet our parking lease obligations.

The proposed payment for the site is $400,000, and the Developer would buy out our eligible activities for a Brownfield TIF that we have already expended, such as the partial demolition and asbestos removal. They would then be able to add these to their Brownfield TIF plan amendment, but we get paid up front as opposed to sharing in the TIF to be repaid. Please note as a condition of closing, we are to enter into a separate parking agreement for the street parking, and to develop a permit parking ordinance.

Amount Requested: NA	Amount Budgeted: NA
Fund(s) or Account(s): N/A	Fund(s) or Account(s): N/A

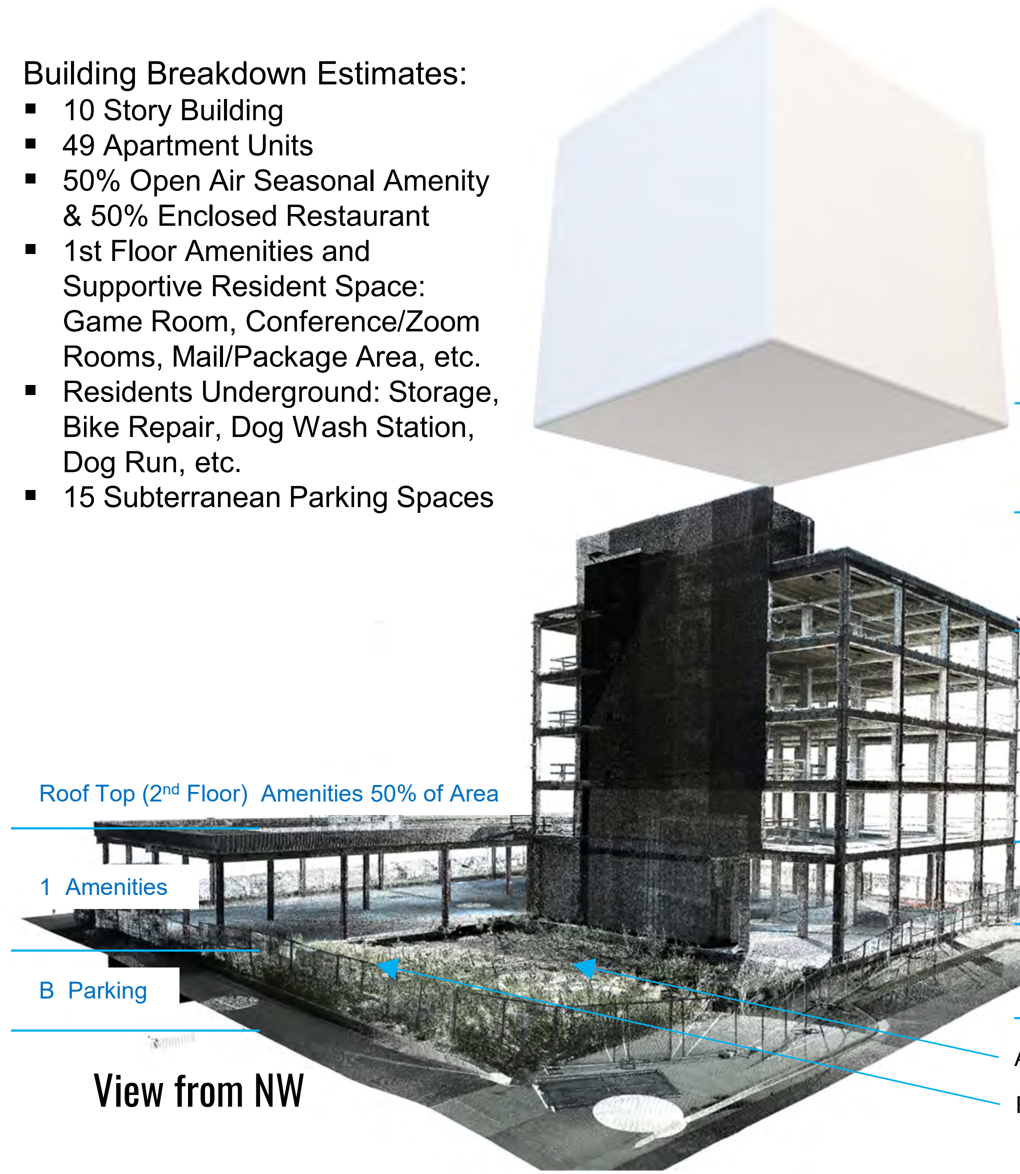
Recommended Motion: Motion to accept the development agreement as presented, and authorize the mayor and clerk to sign.
For City Clerk Use Only: Commission Action:

Building Breakdown Estimates:

- 10 Story Building
- 49 Apartment Units
- 50% Open Air Seasonal Amenity & 50% Enclosed Restaurant
- 1st Floor Amenities and Supportive Resident Space: Game Room, Conference/Zoom Rooms, Mail/Package Area, etc.
- Residents Underground: Storage, Bike Repair, Dog Wash Station, Dog Run, etc.
- 15 Subterranean Parking Spaces

OPTION B - Phase 1

9 Story Multifamily with 10th Floor Open Air Seasonal Amenity & Enclosed Restaurant



10	50% Open Air Seasonal Amenity / 50% Enclosed Restaurant
9, 8	Executive Apartments
7, 6	Market Rate Apartments
5, 4, 3, 2	Market Rate Apartments
1	Amenities / Supportive Space to Multifamily (Game Room, Conference/Zoom Rooms, Mail/Package Area, etc.)
B	Storage (kayaks, bikes, seasonal goods, etc.), Bike Repair, Dog Wash Station, Dog Run, etc.

Roof Top (2nd Floor) Amenities 50% of Area

1 Amenities

B Parking

Amenities Transition Outdoor Seating (i.e. Garden Feature-Water/Fire, etc.)

Ramp Down to Underground Parking

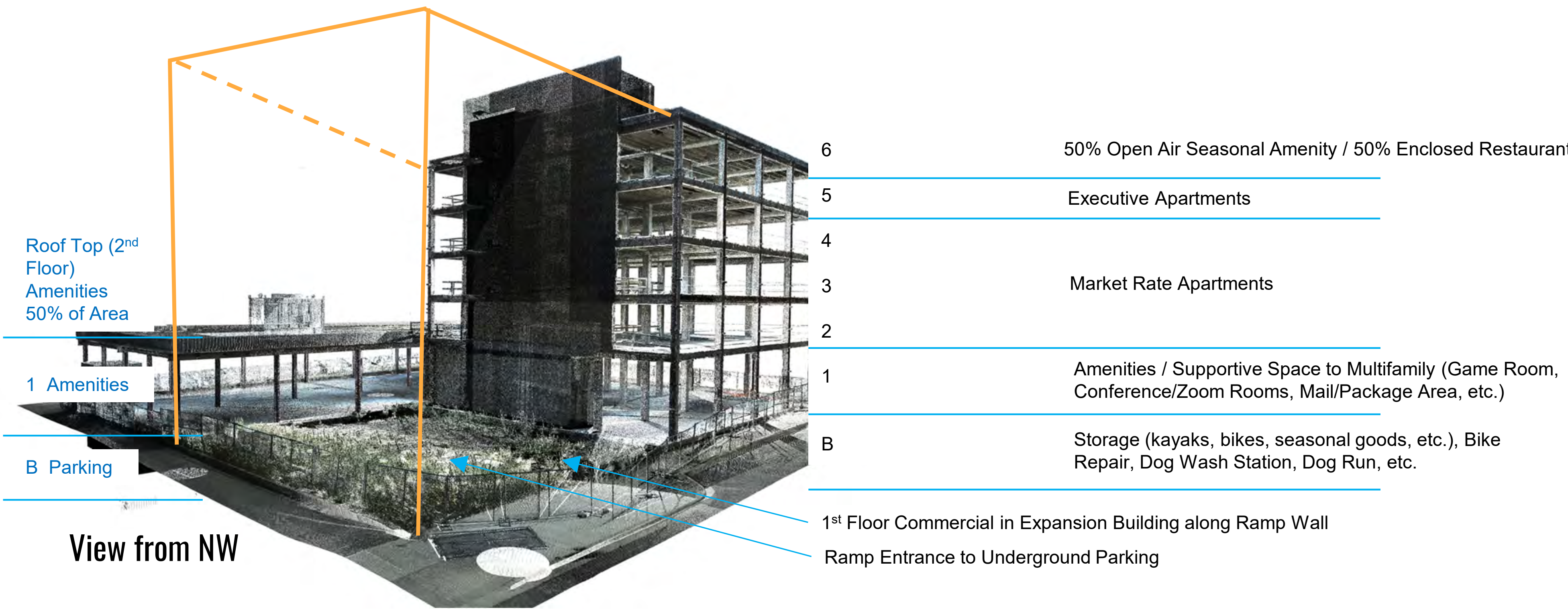
View from NW

OPTION C - Phase 1

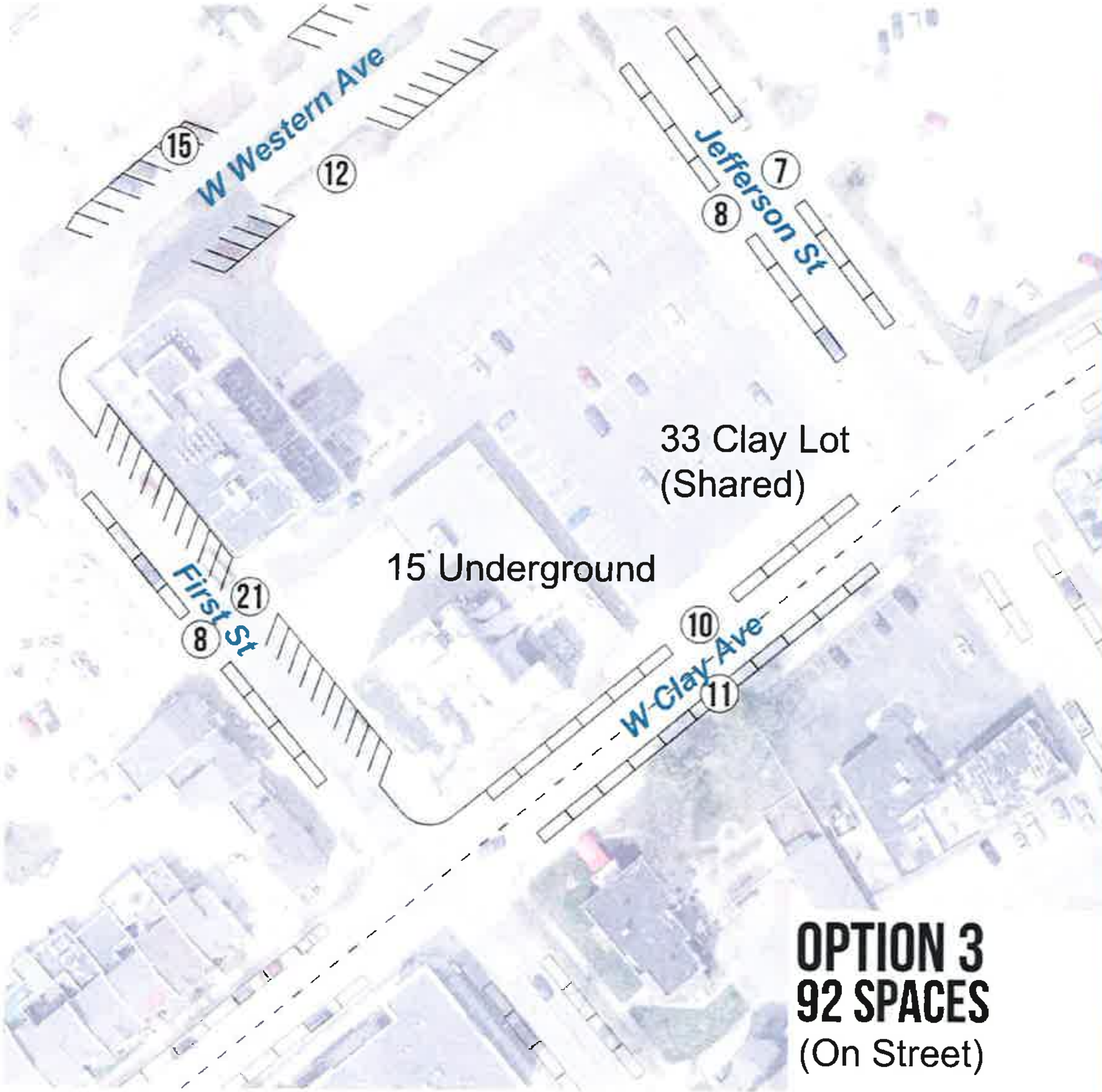
5 Story Multifamily Expansion with 6^{th} Floor Open Air Seasonal Amenity & Enclosed Restaurant

Building Breakdown Estimates:

- 44 Apartment Units
- 50% Open Air Seasonal Amenity & 50% Enclosed Restaurant
- 2,100 SF Commercial
- 1st Floor Amenities and Supportive Resident Space: Game Room, Conference/Zoom Rooms, Mail/Package Area, etc.
- Residents Underground: Storage, Bike Repair, Dog Wash Station, Dog Run, etc.
- 15 Subterranean Parking Spaces



View from NW



Option 3 Parking

92 On Street (Permitted)
33 Clay Lot (Shared)
15 Underground 880 (Private)
140 Total
Preferred Option

PURCHASE AND DEVELOPMENT AGREEMENT

THIS PURCHASE AND DEVELOPMENT AGREEMENT ("Agreement"), made and entered into this ____ day of ____, 2021 by and between 880 First Street, LLC, a Michigan limited liability company, whose address is 75 West Apple Avenue, Muskegon, Michigan 49440 ("Purchaser"), and the City of Muskegon, whose address is 933 Terrace Street, Muskegon, Michigan 49440 ("City").

RECITALS:

A. In consideration of the Purchase Price and other covenants set forth in this Agreement, Purchaser desires to purchase from City and City desires to sell and convey to Purchaser the property legally described on Exhibit A which is situated in the City of Muskegon, Muskegon County, Michigan, together with any and all rights, privileges, easements, strips, gores, overlaps and other appurtenances thereto and all improvements, structures and fixtures situated thereon (collectively, the "Property").

B. City and Purchaser desire to establish the terms, covenants and conditions upon which City will sell and Purchaser will purchase the Property and by Purchaser will develop the Property. Purchaser intends to develop the Property as a mixed-use commercial and residential apartment project("Project").

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained in this Agreement and of the benefits to be derived herefrom, receipt of which is severally acknowledged, City and Purchaser hereby agree as follows:

1. Offer and Acceptance. Purchaser offers and agrees to purchase the Property for the Purchase Price and upon the other terms and conditions set forth in this Agreement (the "Transaction"). City hereby accepts the offer of Purchaser. Such offer and acceptance are subject to and in accordance with the terms and conditions set forth below.

2. Purchase Price.

The purchase price for the Property is $400,000 which will be paid to the City as reimbursement for eligible Brownfield activities previously paid for by the City. The City will provide the Purchaser with documentation supporting the eligible Brownfield activities previously paid for by the City.

3. Evidence of Title; Survey.

(a) Purchaser will order a survey of the Property ("Survey") and order a title insurance commitment through a title company ("Title Company") ("Title Commitment").

(b) Within thirty (30) days after delivery of the Title Commitment and Survey, Purchaser shall notify City of any objection to City's title to the Property, including any matters disclosed by the Survey. All matters of title or survey disclosed by the Title Commitment and/or by the Survey to which objection is not made in such notice shall be deemed "Permitted

Exceptions" and the Conveyancing Documents and the title policy may be subject to or take exception to them. City shall have thirty (30) days from the date it is notified in writing of the particular defects claimed either (i) to obtain an amendment to or deletion from the Title Commitment or Survey, as the case may be, of the defect or defects to which objection is timely made or (ii) to obtain specific title insurance against any loss or damage to Purchaser which may arise from the defect or defects to which objection is timely made. In the event City is unable or unwilling to do so, then within fifteen (15) days (i) Purchaser may elect to waive such defect and include it in the Permitted Exceptions, or (ii) Purchaser may terminate this Agreement by written notice to the City, in which event the parties shall have no further obligations to each other hereunder, except for any indemnification obligation arising under paragraph 7(a). If Purchaser makes no election, then Purchaser shall be deemed to have waived such defect(s) and include it(them) in the Permitted Exceptions and proceed to Closing.

4. Possession. Possession of the Property shall be delivered to Purchaser on the Closing Date free and clear of all tenancies, occupancies and rights of possession.

5. Representations of City. City has all the necessary power to execute, deliver and perform this agreement.

(a) The City has taken all requisite action necessary to authorize the execution, delivery and performance by City of this Agreement.

(b) This Agreement constitutes the legal, valid and binding obligation of City, enforceable against City in accordance with its terms. City's execution and delivery of this Agreement and performance of the obligations hereunder will not violate any agreement to which City is a party or by which City or its property is bound.

(c) There is no pending or, to City's knowledge, threatened or contemplated condemnation or similar proceedings affecting or relating to all or a portion of the Property or to any current ingress to or egress from the Property.

(d) City has not received notice of, nor does City have any knowledge of, any proposed assessments against all or any portion of the Property.

(e) To City's knowledge, no person has a lien or a right to a lien against the Property for work and materials furnished to the Property, and there are no mortgages, judgment liens, pending suits, security interests, tax liens or other encumbrances of any nature affecting the Property except for a Parking Lot Lease Agreement entered into between the City and Parkland Muskegon, Inc dated March 23, 2017 ("Parkland Lease").

(f) To City's knowledge, there are no pending or threatened litigation, administrative proceedings or arbitration proceedings against or affecting all or any portion of the Property.

(g) To City's knowledge, there are no material encroachments of buildings, structures or improvements, located on the Property onto adjoining property, nor any material encroachments of buildings, structures or improvements located on adjoining property onto the Property.

As used herein, "City's knowledge" means the conscious awareness of facts or other information, without any investigation or inquiry of any kind, of any director or staff member of City who has actively participated in negotiating this Agreement.

The foregoing representations shall be continuing and shall be true and correct as of the Closing Date, and all such representations shall survive the Closing for a period of one (1) year (the "Survival Period").

6. Representations of Purchaser. Purchaser represents to City, as of the date of this Agreement, as follows:

(a) Purchaser is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Michigan and has all the necessary company power to enter into this Agreement and to consummate the transactions contemplated hereby without the joinder or consent of any other person or entity. Purchaser has taken all requisite action necessary to authorize the execution, delivery and performance by Purchaser of this Agreement.

(b) This Agreement constitutes the legal, valid and binding obligation of Purchaser, enforceable against Purchaser in accordance with its terms. Purchaser's execution and delivery of this Agreement and performance of its obligations hereunder will not violate any agreement to which it is a party or by which it is bound.

(c) There is no litigation pending, or to Purchaser's knowledge threatened, to prevent Purchaser from entering into this Agreement and purchasing the Property.

The foregoing representations shall be continuing and shall be true and correct as of the Closing Date, and all such representations shall survive the Closing for the Survival Period.

7. Inspection and Investigation by Purchaser.

(a) Purchaser shall have a twelve month inspection period ("Inspection Period") commencing on the date of execution of this Agreement to perform its due diligence relating to the Purchaser's plan for development of the Property, including determining the condition of the Property, obtaining construction and end-term financing, satisfaction of the Purchaser's Closing Conditions, and such other action as the Purchaser deems necessary in order to Close. Provided Purchaser has diligently pursued its investigation during the first 12 months of the Inspection Period, as reasonably determined by City, and provides City with a detailed of its investigation, Purchaser may extend this Inspection Period for an additional nine months by providing written notice to the City.

(b) If Purchaser is not satisfied with the condition of the Property or for any other reason relating to the development of the Property, Purchaser may terminate this Agreement by written notice to City at any time prior to the expiration of the Inspection Period, in which case the parties shall have no further obligations or liabilities hereunder other than those which expressly survive the termination of this Agreement. Purchaser shall restore any damage to the Property occasioned by Purchaser's Inspection in accordance with the Site Access Agreement executed between the Purchaser and the City dated August 15th, 2020.

8. Parking. During the Investigation Period the City and Purchaser will enter into a parking agreement ("Parking Agreement") to provide that the City will create up to 92 on street, permit-parking only spots as depicted on Exhibit B ("On Street Parking"), which may include an additional six (6) non-shared parking spots within the Clay Lot, and 33 Clay Lot shared parking spaces as described and depicted as numbers 216 and 208 on Exhibit C ("Clay Lot Parking").

(a) **On Street Parking**. The Parking Agreement will include but not limited to the following provisions:

(i). The term of the Parking Agreement will run for a period of ninety-five (95) years from Closing.

(ii). The City will construct reserved signs adjacent to the On Street Parking and the City will enforce the permit-parking restricted use of the On Street Parking by the issuance of parking violation tickets. The Parking Permits will not entitle the bearer to a specific parking space and will be issued at no additional cost to authorized users of the Parking Permits if the Parking Permits are issued in accordance with the Parking Agreement.

(iii) The City will sell Purchaser Parking Permits in a number equaling the number of residential apartments leased in the Project less the number of underground parking spaces in the Project. Upon an apartment becoming vacant, Purchaser will return a Parking Permit to the City. City may sell any excess parking permits to anyone at a price determined by City, in its sole discretion.

(iv) In the event the On Street Parking spaces become taxable to the City, the Purchaser shall pay the City a pro rata share of such taxes based on the ratio of Parking Permits issued to Purchaser to the total number of designated On Street Parking spaces.

(v). The Purchaser can assign the On Street parking for the use of the residents, employees, and guests of the Project subject to reasonable rules and regulations.

(vi) The City will maintain the On Street Parking in the same manner it maintains other streets within the City limits, including snow removal.

(vii) The Purchaser will pay a fee of one dollar per year during the term of the Parking Agreement.

(viii) Both the City and Purchaser will name each other as additional insureds in their insurance coverage, applicable to the On Street Parking.

(ix) CityThe Purchaser's rights to Parking Permits will terminate upon the multistory parking structure described in paragraph 8(c)(i) below becoming fully operational.

(b) **Clay Lot Parking.** The City and Purchaser will enter into an agreement containing terms similar to the Parking Agreement that will include but not be limited to, the following provisions ("Clay Lot Agreement"):

(i) The Clay Lot Agreement will provide for the non-exclusive use of the thirty-three (33) parking spots and, in the event there are more than eighty (80) parking spots within the Clay Lot then the Purchaser will be entitled to up to six additional parking spots for the exclusive use of the Purchaser.

(ii) The term of the Clay Lot Agreement shall run for a period of ninety-five (95) years commencing from the date of Closing.

(iii) Purchaser will pay one dollar per year for rent during the term of the City Lot Agreement.

(iv) The Purchaser will pay for the City's proportion of the maintenance, repair and alterations as set forth in the Parkland Agreement.

(v) The Purchaser and City shall name each other as additional insureds on their insurance policy covering the Clay Lot Parking.

(c) **Option to Purchase.** The City hereby grants the Purchaser an Option to Purchase the property set forth in the legal description in Exhibit C ("Clay Lot") for a purchase in accordance with terms to be set forth between the City and Purchaser for development of a multistory parking structure for dedicated property for the Purchaser's development of the Project.

(i) The term of the Option to Purchase will commence upon the Closing on the purchase of the Property by Purchaser and run for a period of ninety-five (95) years commencing at the date of Closing.

(ii) Upon closing on the purchase of the Clay Lot, will assume the City's obligations under the Parkland Lease.

(iii) Purchaser acknowledges and agrees that the title to the Clay Lot is subject to a right of first refusal as set forth in the Parkland Lease and that the exercise of the Option would trigger Parkland Muskegon, Inc.'s or its permitted successors or assigns right of first refusal. Therefore, Purchaser acknowledges and agrees that City cannot and does not guaranty that Purchaser will be able to purchase the Clay Lot if the Option were exercised.

(iv) The City will deliver a title to the Purchaser at Closing by a quit claim deed, subject to the Parking Lease.

(v) The Option can be exercised by the Purchaser giving the City written notice of the exercise of the Option and closing will be held within sixty (60) days thereafter. Purchaser shall not be permitted to assign the Option other than to a future owner of the Property.

(vi) Upon exercise of the Option, Purchaser may order a survey of the Clay Lot ("Clay Survey") and shall order a title insurance commitment through a title company ("Title Company") ("Clay Title Commitment"). Within thirty (30) days after delivery of the Clay Title Commitment and Clay Survey, of ordered, Purchaser shall notify City of any objection to City's title to the Clay Lot, including any matters disclosed by the Clay Survey. All matters of title or survey disclosed by the Clay Title Commitment and/or by the Clay Survey to which objection is not made in such notice shall be deemed "Permitted Exceptions" and the Conveyancing Documents and the title policy may be subject to or take exception to them. City shall have thirty (30) days from the date it is notified in writing of the particular defects claimed either (i) to obtain an amendment to or deletion from the Clay Title Commitment or Clay Survey, as the case may be, of the defect or defects to which objection is timely made or (ii) to obtain specific title insurance against any loss or damage to Purchaser which may arise from the defect or defects to which objection is timely made. In the event City is unable or unwilling to do so, then within fifteen (15) days (i) Purchaser may elect to waive such defect and include it in the Permitted Exceptions, or (ii) Purchaser may terminate this agreement to purchase the Clay Lot by written notice to the City, in which event the parties shall have no further obligations to each other hereunder, except for any indemnification obligation arising under paragraph 7(a). If Purchaser makes no election, then Purchaser shall be deemed to have waived such defect(s) and include it(them) in the Permitted Exceptions and proceed to Closing.

(vii) At Closing City will execute a quit claim deed transferring ownership to the Purchaser, and Purchaser shall execute an assumption of the City's obligation under the Parkland Lease.

(d) **Right of First Refusal.** City hereby grants the Purchaser a Right of First Refusal to purchase the Clay Lot ("Right of First Refusal"), according to the terms and conditions as set forth by any third-party purchaser. In the event that there is a third-party purchaser offering to purchase the Clay Lot, then City will deliver a copy of the offer to the Purchaser and Purchaser will have thirty (30) days to exercise its Right of First Refusal to purchase the Clay Lot upon the same terms and conditions as offered. In the event the Purchaser exercises its Right of First Refusal, then Closing will occur within thirty (30) days of the date of exercise. Notwithstanding the foregoing, Purchaser acknowledges and agrees that the title to the Clay Lot is subject to a right of first refusal as set forth in the Parkland Lease and that the exercise of the Right of First Refusal may trigger Parkland Muskegon, Inc.'s or its permitted successors or assigns right of first refusal. Therefore, Purchaser acknowledges and agrees that City cannot and does not guaranty that Purchaser will be able to purchase the Clay Lot if the Right of First Refusal were exercised.

(e) **Alternative Parking**. The City will enter negotiations with the Purchaser for alternative parking if the Purchaser's financing is negatively affected by parking not being onsite.

9. Conveyancing Documents. The following Conveyancing Documents shall be delivered at the Closing:

(a) A quit claim deed specifying that it is exempt from transfer tax pursuant to MCL 207.505(h) and MCL 207.526(h) ("Deed".)

(b) An Owner's Affidavit executed by City without warranty or indemnity, but otherwise in the form required by the Title Company in order to remove standard exceptions from the Title Policy.

(c) A Certificate of City to the effect that all of City's representations contained in paragraph 5 are true and correct as of the Closing Date, or stating the extent, if any, that any of such representations are not then true and correct.

(d) A Certificate of Purchaser to the effect that all of Purchaser's representations contained in paragraph 6 are true and correct as of the Closing Date, or stating the extent, if any, that any of such representations are not then true and correct.

(e) Certified resolutions of the City and of the Purchaser authorized in the execution, delivery and performance of this Agreement.

(f) All documents reasonably required by the Title Company to issue the Title Policy.

(g) Closing Statement.

10. <u>City's Closing Conditions</u>. The obligation of City to proceed to consummate the Transaction shall be conditioned upon satisfaction of each of the following conditions precedent on or prior to the Closing Date:

(a) Purchaser shall have provided to City its written certification that all of Purchaser's representations contained in paragraph 6 are true and correct as of the Closing Date, or stating the extent, if any, that any of such representations are not then true and correct.

(b) No event of default and no event that with the giving of notice or the passage of time (or both) may become an event of default shall have occurred and remains uncured.

11. <u>Purchaser's Closing Conditions</u>. The obligation of Purchaser to proceed to consummate the Transaction shall be conditioned upon satisfaction of each of the following conditions precedent on or prior to the Closing:

(a) The Title Company shall stand ready to issue the Title Policy without standard exceptions and subject only to the Permitted Exceptions or such other matters as shall be acceptable to Purchaser.

(b) City shall have provided to Purchaser its written certification that all of City's representations contained in paragraph 5 are true and correct as of the Closing Date, or stating the extent, if any, that any of such representations are not then true and correct.

(c) The City shall have approved the site plan for the Property.

(d) The City, and if necessary, the State, shall support and approve of one or more property tax abatements(s) in accordance with the specific tax abatements requirements that may be necessary to support the Purchaser's project.

(e) The City shall support and adopt a Brownfield Plan and the State shall support and approve an Act 381 Work Plan as required under the Brownfield Redevelopment Financing Act, PA 381 of 1996, as amended.

(f) The City will support the Purchaser's application for a Michigan Community Revitalization Program Grant and/or Loan, as authorized by Michigan Public Act 270 of 1984, the Michigan Strategic Fund Act, Chapter 8C, from the Michigan Strategic Fund, if needed to finance any part of the Purchaser's project.

(g) The City has adopted an the Ordinance (defined in paragraph 12(g)).

12. Obligations of City Prior to Closing. During the period between the date of this Agreement and the Closing Date, City shall:

(a) Maintain the Property in substantially the same condition as on the date of this Agreement, wear and tear, insured casualties and damage by the elements excepted.

(b) Pay all costs and expenses and discharge all liabilities, obligations and claims arising out of its ownership of the Property.

(c) Not enter into any agreement affecting use or occupancy of all or a material portion of the Property without Purchaser's prior written consent, which will not be unreasonably withheld, conditioned or delayed, so long as it may be terminated prior to the Closing.

(d) Not create, grant or accept any option to purchase, right of first refusal, installment sale agreement or other agreement for the sale of all or any portion of the Property without Purchaser's prior written consent.

(e) Not create or suffer any right, claim, lien or encumbrance of any kind other than the Permitted Exceptions on any portion of the Property, other than the Tenant's interest in the Leased Premises or easement rights.

(f) Furnish to Purchaser within ten (10) days after receipt by City any and all notices of proposed assessments and notices of any proposed action under or violation of any law, statute, ordinance, rule or regulation affecting the Property.

(g) The City will endeavor to adopt an ordinance that will enable the City to establish a permit parking area that will include up to 92 On Street Parking spaces and provide that the City may issue parking permits ("Parking Permits") permitting parking in the On Street Parking Spaces ("Ordinance"). The Ordinance shall provide in part that: (a) the City may limit the number of On Street Parking spaces, and (b) the City may sell Parking Permits.

13. Loss by Fire, Other Casualty or Condemnation.

(a) In the event that prior to the Closing any portion of the Property suffers material damage, Purchaser shall have the right, exercisable by giving notice to City within fifteen (15) days after receiving written notice of such damage or destruction, either (i) to terminate this Agreement, or (ii) to accept the Property in its then condition and to proceed with the Closing. At the Closing, City will assign to Purchaser whatever rights it has in property insurance claims, if any, in respect of damage to the Leased Premises.

(b) In the event that prior to Closing there is any non-material damage to any portion of the Property, Purchaser shall accept the Property in its then condition and proceed with the Closing.

(c) In the event that prior to the Closing all or any material portion of the Property is subject to a taking by public authority, Purchaser shall have the right, exercisable by giving notice to City within fifteen (15) days after receiving notice of such taking, either (i) to terminate this Agreement, or (ii) to accept the Property in its then condition, without a reduction in the Purchase Price, and to receive an assignment of all of City's rights to any condemnation award payable by reason of such taking, including without limitation any payments in respect thereof theretofore or thereafter received by City. If Purchaser elects to proceed under clause (ii) above, City shall not compromise, settle or adjust any claims to such award without Purchaser's prior written consent.

(d) In the event that prior to the Closing any non-material portion of the Property is subject to a taking, Purchaser shall accept the Property in its then condition and proceed with the Closing and shall be entitled to an assignment of all of City's rights to any award in connection with such taking, including without limitation any payments in respect thereof theretofore or thereafter received by City. In the event of any such non-material taking, City shall not compromise, settle or adjust any claims to such award without Purchaser's prior written consent.

(e) For the purposes of this paragraph 12 damage to or the taking of a portion of the Property shall be deemed to be material if (i) the reasonably estimated cost of restoration or repair of the damage or the diminution of the value of the remaining Property on account of the taking, as the case may be, shall exceed $25,000, or (ii) such damage or taking, as the case may be, shall negatively affect Purchaser's access to Woodward Avenue.

(f) City shall give Purchaser prompt notice of any material damage to or destruction of the Property or of the institution of any proceedings for condemnation of all or any portion of the Property.

14. Purchaser's Remedies Upon Default. In the event Purchaser discovers prior to the Closing that any representation of City contained in this Agreement is false or misleading in any material respect, or in the event City fails to substantially perform any covenant, agreement or obligation on its part to be kept or performed under paragraph 11 ("City's Covenants") and City fails to cure such failure within thirty (30) days after receiving the notice thereof, Purchaser may terminate this Agreement by written notice to City, in which event all obligations of the parties hereunder shall be released and held for naught, except for any indemnification obligations arising under paragraph 7(b), or Purchaser may elect to close the Transaction and accept such title as City is able to convey, in which event all claims for damages arising from false or misleading representations discovered or otherwise known to Purchaser prior to the Closing shall be waived, but Purchaser shall be entitled to specific performance of City's obligation to convey the Property by quit claim deed and of its obligation to remove encumbrances (other than Permitted Exceptions) placed on the Property by the act or omission of City after the date of this Agreement, but not otherwise, and to seek damages for breach, if any, of City's Covenants. In the event Purchaser discovers after the Closing but during the Survival Period that any representation of City contained in this Agreement was false or misleading in any material respect when made, Purchaser shall give notice of the relevant circumstances to City within thirty (30) days after the person having principal operational responsibility for managing Purchaser's development of the Property shall have first actual knowledge thereof. If City fails to make such representations effectively true as of the Closing Date and so long as Purchaser shall file its claim in a court of competent jurisdiction within the Survival Period, Purchaser shall be entitled to recover its actual damages suffered as a direct consequence of any such representations being materially false when made. In no event shall City be liable for incidental, consequential, exemplary or punitive damages. In no event shall City's

liability for damages exceed the Purchase Price and City shall be entitled to set off such liability, pro tanto, against the unpaid balance thereof.

15. City's Remedy upon Default. In the event City discovers prior to the Closing that any representation of Purchaser contained in this Agreement is false or misleading in any material respect, or that an event of default has occurred and has not been cured within thirty (30) days after receiving notice thereof, City may elect, but shall not be obligated to, terminate this Agreement by written notice to Purchaser, in which event all obligations of the parties hereunder shall be released and held for naught, except for any indemnification obligations arising under paragraph 7(b).

16. Closing. Purchaser and City shall close the transaction within sixty (60) days after the expiration of the Inspection Period. The Closing shall take place at the offices of the Title Company, or at another mutually agreeable location.

17. Prorations. All utilities and other operating expenses (including sewer charges) of the portions of the Property not leased to Tenant, shall be prorated to the Closing Date, and any liens encumbering the City's interest in the Property on the Closing Date will be discharged by City, without proration.

18. Closing Costs. Each of the parties shall be responsible for its own legal fees. City will pay the basic premium for the Title Policy and the recording fee for the Deed. Purchaser will pay for the New Survey, for all costs incurred in connection with Purchaser's Inspection and for all endorsements to the Title Policy. Any other fees, or costs charged by the Title Company in connection with the Closing shall be split equally between City and Purchaser.

19. Brokers. Purchaser and City each represent to the other that there has been no involvement of any real estate broker in this Agreement or in the Transaction.

20. "As Is" Sale. Other than as expressly set forth herein, City has made no representation or warranty with respect to the Property. Purchaser shall accept the Property at Closing in its "as is, where is" condition. City assumes no liability or responsibility for the presence of any Regulated Material on or in the Property, whether for remediation, for cost recovery, contribution or otherwise. Purchaser acknowledges that Purchaser, having been given the opportunity to inspect the Property, will rely solely on its own investigation of the Property and not on any information provided or to be provided by or on behalf of City in order to determine its condition and suitability for Purchaser's intended use. Purchaser further acknowledges that no independent investigation or verification has been or will be made by City with respect to any information supplied by or on behalf of City concerning the Property, it being intended by the parties that Purchaser shall verify the accuracy and completion of such information itself. Purchaser acknowledges that the disclaimers, agreements and other statements set forth in this paragraph are an integral portion of this Agreement and that City would not agree to sell the Property to Purchaser for the Purchase Price without the disclaimers, agreements and other statements in this paragraph.

21. Binding Effect; Assignment. This Agreement shall bind the parties and their respective successors and assigns. Neither party to this Agreement may assign all or any of its rights or obligations hereunder without the prior written consent of the other party.

22. Notices. Notices shall be deemed as given upon personal delivery to Purchaser or City, as the case may be, at its address set forth below (or to such other notice address as shall be established by written notice provided in accordance with this paragraph 21), or upon delivery by certified mail, postage prepaid, or by a nationally recognized overnight delivery service, sent to such address. Notices shall be addressed as follows:

If to Purchaser:	880 First Street, LLC 1223 Turner Street, Suite 300 Lansing, MI 48912 Attn: Joel I. Ferguson
and to	880 First Street, LLC 1223 Turner Street, Suite 300 Lansing, MI 48912 Attn: Brianna T. Scott
and to	Brianna T Scott 75 West Apple Avenue Muskegon, MI 49440
and to	Reid and Reid 110 W. Michigan Avenue, Suite 750 Lansing, MI 48933 Attn: Patrick T. Reid, Esq.
If to City:	City of Muskegon 933 Terrace St Muskegon, Michigan 49440 Attn: City Manager
and to	Parmenter Law 601 Terrace Street, Suite 200 Muskegon, MI 49440 Attn: City Attorney

23. Headings. The headings of this Agreement are for purposes of reference only and shall not limit or define the meaning of any provisions of this Agreement.

24. Saturdays, Sundays and Holidays. Time is of the essence of this Agreement and the performance of all covenants, agreements and obligations hereunder. Whenever in this Agreement it is provided that notice must be given or an act performed or payment made on a certain date, if such date falls on a Saturday, Sunday or holiday the date for the notice of performance or payment shall be the next following business day.

25. Waiver. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provisions, whether or not similar, nor shall any waiver be a

continuing waiver. No waiver shall be binding unless executed in writing to the party making the waiver.

26. Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

27. Integration. This Agreement constitutes the entire agreement and understanding between the parties hereto relating to the sale and purchase of the Property, and it is agreed that any change in, addition to, or amendment or modification of the terms hereof shall be of no effect unless reduced to writing and executed by both Purchaser and City. This Agreement supersedes all prior agreements, written or oral, between City and Purchaser relating to the subject matter hereof.

28. Controlling Law. This Agreement shall be controlled, construed and enforced in accordance with the laws of the State of Michigan, without giving effect to its conflict of laws provisions.

29. Survival. This Agreement shall not be merged into the Conveyancing Documents or any other documents delivered at the Closing. All covenants and agreements contained herein shall survive the Closing and remain in full force and effect, including but not limited to the obligations of Purchaser to pay the Purchase Price and to indemnify City against loss or liability arising from Purchaser's Inspections. The representations of the parties shall survive for a period of one year after the Closing Date.

30. Benefit. The covenants, agreements and undertakings of each of the parties hereto are made solely for the benefit of, and may be relied on only by, the other party hereto, its successors or assigns, and are not made for the benefit of, nor may they be relied upon, by any other person whatsoever.

31. Publicity. Prior to the Closing, any news or other media releases to the public by either party of information regarding the Transaction will be provided in advance to the other party with sufficient lead time for comment or coordination, as the case may be.

32. Amendment. No amendment or modification to or of this Agreement should be binding upon any Party hereto, until such amendment or modification is reduced to writing and executed by all Parties hereto.

33. Counterparts. This Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument.

34. Force Majeure. No Party hereto shall be liable for the failure to reform its obligations hereunder, if such failure is due to unforeseeable events beyond the Parties reasonable control and without such Parties fault or negligence, including, but not limited to, acts of god, fire, flood, epidemics, pandemics, quarantine restrictions, or governmental rules or restrictions. Said failure to perform shall be excused only for the period during in which the event given rise to sub failure to perform exists.

35. Joint Drafting. This Agreement should be construed as being jointly drafted by all the Parties hereto.

36. Electronic Copy. An electronic copy of the signature to this Agreement will be deemed to be the same as the original.

IN WITNESS WHEREOF, the City and Purchaser have executed this Agreement, effective as of the day and year first above written.

CITY:
City of Muskegon

____
By:
Title:
Date:

PURCHASER:
880 First Street, LLC

____
By: Brianna T Scott
Title: Member
Date:

____
By: Joel I. Ferguson
Title: Member
Date:

EXHIBIT A

Legal Description The Legal Description to be inserted after the surveys are completed. The Property consists of the following City of Muskegon parcel number: 24-205-310-0012-00.

EXHIBIT B

EXHIBIT C

Legal Description The Legal Description for the Clay Lot Parking will be inserted after the surveys are completed. The Property consists of the following City of Muskegon parcel numbers: 24-205-310-0016-00 and 24-34-000-0004-00.

Depiction A depiction of the Clay Lot Parking is attached as part of Exhibit C.

WATCH MUSKEGON

Agenda Item Review Form

Muskegon City Commission

Commission Meeting Date: November 23, 2021	Title: Project Capital Contributions
Submitted By: Frank Peterson	Department: City Manager

Brief Summary: Three ongoing transformational community projects have requested city financial commitments. Each of these projects have received substantial community support in addition to the support requested from the City. Staff is recommending that the city make financial commitments to the capital campaigns of the Boys and Girls Club, the Community Foundation for Muskegon County, and The Muskegon Museum of Art.

*Detailed Summary. The Boys and Girls Club (BGC) campaign will raise funds to convert the former YMCA and MCC Fitness Center into a year-round club. This renovated waterfront facility and ed programming will provide for a larger physical activity space accessible to all City's youth. They have raised $5.6 Million of their $7.5 Million budget. To assist in significantly narrowing the remaining financial gap, staff is recommending that **$1 Million** be committed to the Club for this transformational campaign.*
https://bgclubmuskegon.com/clubhouse

*The Muskegon Museum of Art is undergoing a capital campaign to expand the museum to include a new grand hall, two new galleries and more community space. Staff is recommending that **$1 Million** be committed to the Museum for this campaign. They have raised $9.85 Million in community support. Our $1 Million contribution will nearly complete the $11.5 Million project. More information is available here:*
https://muskegonartmuseum.org/shaping-the-future/

*The Community Foundation for Muskegon County is undergoing a capital campaign to renovate the Frauenthal Center. The City has already committed funds to install heated sidewalks around the facility. Staff is recommending a total of **$1 Million** be committed to the Foundation, including funds already allocated to the heated sidewalk project. The Community Foundation has raised $4.8 Million of the total $6.1 Million budget.*

Based on our current interpretation of the interim final rule, all three projects qualify for assistance from the City's ARPA allotment. Additionally, the expenses will be held until July 1, 2022 to allow for further guidance and for the city to complete collections of the second phase of ARPA and explore future funding opportunities from the State and Federal levels that could fund one or more of these commitments. The contributions are payable only if the ARPA funds can be utilized for the stated purpose.

Amount Requested: $3 Million	Amount Budgeted: $0
Fund(s) or Account(s): 482: State Grants	Fund(s) or Account(s): N/A

Recommended Motion: Approve the capital commitments as described, and direct staff to budget the expenses from Fund 482 during FY 2022-23. The contributions are payable only if the ARPA funds can be utilized for the stated purpose.

WATCH MUSKEGON

Agenda Item Review Form

Muskegon City Commission

Commission Meeting Date: November 23, 2021	Title: Environmental Work – Former Farmers Market Site
Submitted By: Frank Peterson	Department: City Manager

Brief Summary: Staff is seeking approval to hire Envirologic to provide environmental assessment and planning services at the former farmers markets site.

Detailed Summary. This site was originally included in a city pilot program to build a mix of housing types to attract residents at various income levels. The original plan called for 53+ rental units – some single-family structures and some multi-family structures. In an effort to meet the community's goal of focusing on single family houses in lieu of duplexes and multiplexes, the proposed program has been scaled back to include a total of 21 single family houses and no duplexes or multiplexes.

In January 2021, the City Commission authorized Soils and Structures to complete a soil assessment to determine the buildability of the site. That report is attached. The next step is to complete the environmental assessment. Envirologic is the City's preferred contractor, as they have completed significant work on this site as part of the original FARM proposal. This work will be qualified for reimbursement in the scattered site brownfield program.

Amount Requested: $22,000.00	Amount Budgeted: $0
Fund(s) or Account(s): Brownfield	Fund(s) or Account(s): N/A

Recommended Motion: Approve the expense of $22,000 to complete environmental assessment services at the former farmers market site.

December 18, 2020

Mr. Michael West, AICP
Land Planning Project Manager
Allen Edwin Homes
795 Clyde Court SW
Byron Center, Michigan 49315

Re: Proposal for Completion of Environmental Services, Former Farmers Market Site, Muskegon, Michigan

Dear Mr. West:

Thank you for providing Envirologic Technologies, Inc. (Envirologic) this opportunity to be of service. We are pleased to provide the following proposal for environmental services at the above-referenced property.

COMPANY EXPERIENCE

Envirologic is a full-service environmental consulting firm located in Kalamazoo, Michigan. Envirologic has an experienced professional staff of hydrogeologists, geologists, and compliance personnel with extensive experience performing environmental assessments and site investigations in Michigan, as well as across the United States.

PROJECT STRATEGY

Services proposed are intended to provide two outcomes. Firstly, we are proposing a Phase I Environmental Site Assessment and Baseline Environmental Assessment to provide Allen Edwin with protection from cleanup liability. Secondly, we propose services to identify specific activities and costs that would be needed to develop the site as intended. These proposed services include supplemental investigation of the site, preparation of detailed recommendations which could include excess soil management, vapor barriers, surface soil caps, and other features that allow for a safe residential setting. In preparation of these recommendations, we will include cost estimates for implementation that allow Allen Edwin to effectively present and defend these costs to the City of Muskegon.

SCOPE OF SERVICES

Phase I ESA

The Phase I ESA will be completed in accordance with the American Society for Testing & Materials (ASTM) Standard Practice methodology (Standard E 1527-13) and the U.S. EPA rules for All Appropriate Inquiry. Other non-CERCLA issues such as asbestos, vapor intrusion, wetlands, mold, and lead-based paint, which are not typical elements required by the ASTM Standard, are not considered part of this Phase I ESA proposal. Additional investigation of these issues is available upon request.

The Phase I ESA will consist of an administrative review and visual inspection of the site. The administrative review will include:

- A review of site ownership and use history
- A review of publicly available file information
- A review of historical information sources regarding the site
- An environmental evaluation of nearby properties
- Site inspection of the property

Upon completion of the aforementioned services, the data collected from the Phase I ESA will be compiled into a project report. At that time, recommendations for further action, if appropriate, will be presented. The report will include a detailed computer-generated map depicting site features. The report will be delivered digitally. Copies of the report in other formats are available upon request.

Baseline Environmental Assessment
Envirologic will prepare a Baseline Environmental Assessment (BEA) for the property and include any entities with ownership or operator status. We will prepare any required forms including the submittal form for your signature. Upon receipt of the signed submittal form, we will submit the BEA to the State as required on your behalf.

Supplemental Investigation and Site Development Recommendations
We believe additional data regarding site conditions is needed. Existing data is old, and some of the data is for portions of the former farmers market that will not be occupied by housing. Primary concerns are verifying the absence of volatile organic contaminants and thoroughly understanding what surface soil conditions will remain after development. We will work with your development team to understand exactly how soils will be managed on site during construction. Based on those discussions, Envirologic will determine the specific areas and depths at which additional soil sampling should be completed. At this time, we project a single day of site investigation. We project the collection of multiple soil samples within the upper 4 feet of soil. These samples would be analyzed for metals and polynuclear aromatic hydrocarbons. We will field screen soil samples using a photoionization detector for the

presence of volatile organic compounds. Only those samples with evidence of possible volatile organic compounds will be submitted for laboratory analysis of those compounds.

Upon receipt of the data, we will create tables comparing contaminant levels to relevant cleanup criteria. This evaluation will allow us to determine if specific engineering controls such as vapor barriers or soil covering is needed to protect future residents. If such controls are needed, we will provide detailed specifications and rationale for the controls. We will work with the construction team, architects, contractors, and vendors to prepare reliable cost estimates for the coordinated and effective implementation of these measures. Ultimately, Envirologic will prepare a Document of Due Care—preferably documenting the implementation of such controls after they are completed.

ESTIMATED COSTS

Envirologic proposes to perform the services described in the *Scope of Services* on a time and materials basis.

Phase I Environmental Site Assessment	
Professional Staff and Expenses	$ 2,500
Baseline Environmental Assessment	
Professional Staff and Expenses	$ 2,500
Supplemental Investigation, Recommendations, and Cost Estimates	
Field Staff	$ 2,000
Geoprobe Services	$ 3,000
Materials and Equipment	$ 400
Laboratory Services (up to 20 samples)	$ 4,100
Data Evaluation and Site Investigation Report	$ 2,500
Meeting with Development Team, Cost Estimating, Documentation	$ 3,000
Due Care Documentation	$ 2,000
TOTAL ESTIMATED PROJECT COSTS	**$22,000**

COMPLETION SCHEDULE

Envirologic will work to meet your requirements for timing. At this time, we project the following preliminary schedule. The Phase I ESA and BEA should be completed prior to acquisition of the site. These services require three weeks to complete. The Supplemental investigation, recommendations, and cost estimates will require 45-60 days to complete.

If you desire to have Envirologic conduct the aforementioned services, please sign and date one copy of the authorization page and return it to our office. A signed copy of the authorization page will serve as our authorization to proceed. This proposal is subject to the attached terms and conditions.

If you have any questions, comments, or require additional information, please contact our office at (269) 342-1100.

Sincerely,

ENVIROLOGIC TECHNOLOGIES, INC.

David A. Steg

David A. Stegink
Vice President – Manager of Redevelopment Services

DAS:sns

Attachment

AUTHORIZATION

To authorize this project, please email, fax, or mail a signed copy of this signature page to our office.

Re: Proposal for Completion of Environmental Services, Former Farmers Market Site, Muskegon, Michigan

Authorized Representative:

_______________________________	_______________________________
Signature	Date
_______________________________	_______________________________
Title	Purchase Order No. (if applicable)

PROFESSIONAL SERVICES
Terms and Conditions

The services to be rendered by **Envirologic Technologies, Inc. (Envirologic)** or its divisions in the attached proposal are expressly contingent upon the Client's acceptance of these Terms and Conditions. Any additional or conflicting Terms and Conditions of the Client are hereby expressly objected to and rejected by Envirologic.

1. **Payment**. Envirologic shall invoice Client on a monthly basis for services incurred the previous month. Invoices are due and payable within 30 days of receipt. A service charge of 1.5 percent will be added to all outstanding balances each month they are past due. Envirologic reserves the right, upon 30 days written notice to client, to modify the attached Schedule of Fees. If payment of Envirologic invoices is not maintained on a 30-day current basis, Envirologic may, upon seven (7) days written notice to Client, suspend further performance and withhold any and all data from Client until such invoice payments are restored to a current basis without incurring any liability whatsoever to client.

Client shall be responsible for and pay Envirologic at 1 1/2 times their prevailing rates for any time spent by its personnel in connection with any legal proceedings arising from or relating to services provided under this Agreement, regardless of whether Envirologic is subpoenaed to appear by Client or a third party.

Nothing in this Agreement shall preclude Envirologic from filing a construction lien against Client's property in order to secure the payment provided for in this Agreement.

2. **Additional Work**. Envirologic agrees to modify the work proposal as authorized in writing by the Client. Client agrees to pay Envirologic for any increases in the cost of performing the additional work. Unless otherwise agreed to in writing, the cost of the modifications shall be determined on a time and material basis in accordance with the attached rate schedule.

Costs and schedule commitments shall be subject to renegotiation for delays in performance caused by circumstances beyond the reasonable control of Envirologic including, but not limited to: Acts of God; fire; flood; explosion; war, action, inaction or request of governmental authority; injunction; adverse weather conditions; accident; labor trouble or shortage; inability to obtain material, equipment, fuel or transportation. No liability shall result to either party from the delay in performance caused by the circumstances described above except for the obligation of the Client to pay Envirologic for (i) work performed, and (ii) additional labor, equipment and other costs associated with Envirologic's maintenance of its work force and equipment available during the interruptions. Should any of the circumstance described above occur causing delay, both parties shall use their best efforts to overcome the difficulties arising and to resume as soon as reasonably possible the work under this Agreement.

Whenever Envirologic is of the opinion that the timely completion of its responsibilities pursuant to this Agreement has been or will be adversely affected by events which are beyond its control, it shall, as soon as practicable orally notify the Client and within ten (10) calendar days thereafter notify the Client in writing, stating the anticipated length of the delay, the cause of the delay, measures proposed or taken to prevent or minimize the delay, and the timetable for implementation of these measures.

3. **Site Security and Safety**. Envirologic attempts to conduct its field activities in such a manner as to protect themselves and others from injury. If the Client is aware of special precautions to insure safety, the Client should immediately advise Envirologic. The Client grants to Envirologic, its agents and employees, during the term of this Agreement, reasonable access to the subject premises for the purposes of fulfilling Envirologic's obligations under this Agreement. Envirologic shall comply with any reasonable safety procedures delivered by the Client to Envirologic in writing.

It is hereby further agreed and understood that while Envirologic is on the premises of the Client, Envirologic, its employees and representatives will not unreasonably interfere with the business activities being performed by the Client on or about the premises without the Client's permission. It is further agreed and understood that the employees and representative of the Client will act to reasonably facilitate Envirologic's performance of its obligations under this Agreement.

4. **Utilities**. Client shall be responsible for disconnecting electrical lines, and staking utilities, both private and public, if necessary and assume all responsibility for damage during and after execution of Envirologic's services. In no event shall Envirologic be responsible for additional costs resulting from unknown property conditions.

It shall be the responsibility of Client or its duly authorized representative to disclose the presence and accurate location of all hidden or obscure manmade objects relative to field tests or installations. If Envirologic is cautioned, advised or given data in writing that reveal the presence or potential presence of underground or overground obstructions, Envirologic will give special instructions to its field personnel and subcontractors, however, all additional costs caused by the existence of the obstruction(s) shall be paid by Client on a time and material basis. As evidenced by acceptance of this proposal, the Client agrees to indemnify and save harmless Envirologic and subcontractors from all claims, suits, losses, personal injuries, death and property liability, resulting from unusual subsurface conditions or damages to subsurface structures, owned by the Client or third parties, occurring in the performance of the proposed work, whose presence and exact locations were not revealed to Envirologic in writing, and to reimburse Envirologic for expenses in connection with any such claims or suits, including reasonable attorneys' fees.

5. **Property Access**. Client shall arrange and provide such access to the site as is necessary for Envirologic to perform their services. Client shall be solely responsible for all aspects of site security and for obtaining any necessary permission from any third party property owners for use of their lands.

Client hereby agrees to indemnify, defend and hold Envirologic harmless from any damages to Client's or third party's property, except that caused by the gross negligence of Envirologic or its agents. Client acknowledges that certain damage may be caused by Envirologic vehicles and equipment being on site and will hold Envirologic harmless for said damages.

6. **Performance of Services**. Envirologic shall exercise due care in performing its services hereunder and shall render them in accordance with prevailing professional standards and ethics as measured on the date hereof and in the locale of this project in performing services for Client. If Envirologic believes that compliance with Client's requests could violate professional standards, ethics, laws or regulations, Envirologic shall advise Client and a mutually satisfactory solution shall be discussed. If the parties are unable to reach a satisfactory solution, either party may terminate this agreement as stated herein.

7. **Limitation on Warranty. ENVIROLOGIC DOES NOT GUARANTEE ANY SPECIFIC RESULTS FROM SAMPLING OR ANALYTICAL ACTIVITIES. CLIENT IS LIABLE FOR LOSS AND/OR DAMAGES TO THE SURFACE OR SUBSURFACE CAUSED BY SAMPLING OR DRILLING ACTIVITIES OR FOR DAMAGE TO WELLS AS A RESULT OF TRESPASS OR FROM OPERATION SERVICES, INCLUDING BUT NOT LIMITED TO CONTAMINATION OR LOSS OF EQUIPMENT IN WELL, UNLESS SUCH LOSS RESULTS FROM ENVIROLOGIC'S NEGLIGENCE OR WILLFUL MISCONDUCT.**

CLIENT ACKNOWLEDGES THAT STATEMENTS IN REPORTS ARE DEEMED TO BE OPINIONS BASED ON PROFESSIONAL JUDGMENT AND THAT ENGINEERING, ENVIRONMENTAL, GEOLOGIC, HYDROGEOLOGIC AND GEOTECHNICAL CONDITIONS FREQUENTLY VARY FROM THOSE ENCOUNTERED AT THE TIMES AND LOCATIONS WHERE DATA ARE OBTAINED BY ENVIROLOGIC. THEREFORE, LIMITED DATA MAY RESULT IN UNCERTAINTY WITH RESPECT TO INTERPRETATION OF THESE CONDITIONS, DESPITE THE USE OF PROFESSIONAL CARE, AND THAT GOVERNMENTAL REGULATIONS RELATING TO HAZARDOUS SUBSTANCE(S) MAY CHANGE OR THEY MAY REQUIRE RESULTS WHICH CANNOT BE ACCOMPLISHED OR ADDITIONAL ACTIVITIES BE CONDUCTED.

8. **UST Site Closure**. Pursuant to Part 213 of NREPA, 1994 PA 451, as amended, if Envirologic shall submit a Release Closure Report to the Michigan Department of Environmental Quality upon confirmation that cleanup standards have been met, said report shall relate to only contaminants identified in the area(s) associated with the reported release set forth in the scope of services and shall only be released when, in Envirologic's best scientific judgment, all applicable cleanup criteria have been met.

9. **Disposal of Contaminated/Hazardous Wastes**. Any hazardous or toxic wastes, pollutants, contaminants or other waste materials encountered by or associated with services provided by Envirologic on this project shall at no time be or become the property of Envirologic. Arrangements for the treatment, storage, transport or disposal of any waste materials, which may be made by Envirologic, shall be construed as being made solely and exclusively on Client's behalf and Client shall indemnify, defend and hold Envirologic harmless from and against any and all liability which arises out of the treatment, storage, transport or disposal of any waste materials. It is agreed and understood that any manifests or other forms required for the disposal of hazardous waste will be properly completed and signed by the Client or a duly authorized representative.

10. **Subcontractors**. Envirologic may, in its own discretion, hire subcontractors on behalf of Client to perform any such portion of the services hereunder. If Client selects its own subcontractor(s), Envirologic shall not be responsible for,

or in any manner guarantee, the performance of such subcontractor(s) or their agents or employees, nor shall Envirologic be liable for any negligent acts, errors or omissions of said subcontractor.

Estimated subcontractor costs will depend upon their actual current prices. Any increased prices will be passed on to Client.

11. **Term of Agreement**. Envirologic agrees to proceed with implementation of the proposal on a timely basis. However, due to its unknown site conditions and delays in state processing, no definite time period can be established for completion of services.

12. **Confidentiality and Use of Documents**. Envirologic shall retain, as confidential, all information and data furnished to it by Client and/or others which is designated as confidential. Said information shall not be disclosed to any third party except as directed by Client or as required by law or regulation.

Provided that Envirologic has been fully paid for its services, Client shall have the right to copies of all documents, maps, photographs, drawings and reports resulting from services hereunder for purposes reasonably contemplated by the parties. Any work product generated by Envirologic shall remain in its possession.

Reuse of any material described above by Client on extensions of a project or on any other project or by a third party without Envirologic's written consent shall be at Client's or third party's risk and Client agrees to indemnify, defend and hold Envirologic, its employees, agents and subcontractors, harmless from all claims, damages and expenses, including attorney fees, arising out of such use.

13. **Information Provided by Client or Others**. Envirologic shall indicate to Client the information needed for rendering the Services described in each Work Order. Envirologic shall review existing information provided by others and shall give Client its opinion as to the risks associated with reliance on such information. To the extent that Envirologic is required to rely solely upon existing information, without the opportunity for Envirologic to appropriately validate the accuracy and reliability of such information, Client agrees to waive any claim against Envirologic and to indemnify and hold harmless Envirologic from and against any and all claims, damages, losses, liability, and expenses, including attorney's fees, which may arise from errors, omissions or inaccuracies in existing information provided to Envirologic by Client or others.

14. **Rights of Third Parties**. This Agreement shall not create any rights or benefits to parties other than Client and Envirologic.

15. **Indemnification of Client by Envirologic**. Except as otherwise provided herein, Envirologic agrees to indemnify, defend and hold harmless client from all claims, losses, liabilities, damages and expenses, including attorney's fees which may occur as the result of any claims or damages sustained by person or property, arising out of the sole negligence or willful misconduct of Envirologic in the performance of its work.

16. **Indemnification of Envirologic by Client**. Client shall indemnify, defend and hold Envirologic, its agents and employees, harmless against all liability, claims, demands, losses, damages, expenses and costs, including attorney fees that Envirologic may incur by reason of any injury or damage to person or property arising out of the performance of the work, alleged or actual contaminant migration as a result of the work or any prior work performed at the site and for all matters relating to this Agreement except for acts caused by the sole negligent performance of Envirologic under this Agreement.

17. **Insurance**. Upon request, Envirologic shall furnish copies of insurance certificates evidencing that it maintains, at a minimum, the following coverage:

Type	Limits
Worker's Compensation	Statutory
Employers' Liability	$1,000,000/$1,000,000/$1,000,000
General Liability	$5,000,000 occurrence $5,000,000 aggregate
Personal & Adv. Injury	$5,000,000
Products – COMP/OP AGG	$5,000,000
Umbrella	$2,000,000 each claim $2,000,000 aggregate
Contractor Pollution	$5,000,000 total all claims
Automotive Liability	$1,000,000 combined single limit (ea. accident)

With respect to only such loss, damage, injury, or liability as is covered under the policies of insurance and policy limits identified above, Envirologic agrees to save Client harmless from and against loss, damage, injury, or liability arising directly from the negligent acts or omissions of Envirologic employees, agents, and subcontractors, and their employees and agents. If Client requires higher insurance limits, additional coverage, or performance or payment bonding, Envirologic will endeavor to obtain such coverage, at Client's expense. It is the understanding and agreement of the parties, however, that Envirologic is unable to save Client harmless from and against any loss, damage, injury, or liability arising from any cause, beyond the amount and coverage listed in this section. In addition, Envirologic shall be included as an additional and intended beneficiary under any hold harmless agreements against third-party suits between Client and owner or any other third party, including without limitation any other contractor, subcontractor, or supplier who may perform "Services" or provide material in connection with any study or report or design prepared by Envirologic.

In no event shall Envirologic be responsible for any incidental, indirect, special, punitive, impact, consequential damages (including but not limited to loss of profits) or cost of defense incurred by Client or any third party, except as otherwise provided herein.

All claims, including claims for indemnification, whether based upon contract, tort, breach of warranty, professional negligence, or otherwise, shall be deemed waived unless the claim is made within the time required under insurance coverage provided, by Envirologic. Non-insured claims must be made within one (1) year after completion of that work or event giving rise to the claim.

18. **Compliance With Laws**. The Client shall be responsible for notifying all appropriate Federal, State, municipal or other governmental agencies of the existence of any hazardous, toxic or dangerous materials located on or in the site, or discovered during the performance of this Agreement.

19. **Equal Employment**. Envirologic is an Equal Opportunity Employer and shall not discriminate against any employee or applicant for employment based on race, color, religion, sex or national origin.

20. **Waiver**. No waiver, discharge or renunciation of any claim or right of Envirologic arising out of breach of this Agreement by Client shall be effective unless in writing, signed by Envirologic.

21. **Termination**. Either party may terminate this Agreement without cause upon seven (7) days written notice to the other party. In the event of termination, Client shall pay Envirologic for all costs incurred to date plus reasonable costs associated with termination of the work.

22. **Complete Agreement**. These terms and conditions together with the proposal to perform work and rate schedule constitute the complete and entire agreement between the parties. Any modification thereto must be in writing signed by both parties.

23. **Governing Law**. This proposal and its terms and conditions shall be interpreted under and governed by the laws of the State of Michigan.

CITY OF MUSKEGON PROJECT

TOPOGRAPHICAL SURVEY OF UNITS

7/28/21

NORTH

ALLEN EDWIN HOMES

SCALE 1" = 40'

Muskegon Market Square Foundation Engineering Extra Cost Estimate
9/14/2021

Building	Plan		Additional Cost For Engineered Foundation	
1	i1440 w/garage	slab	$	15,475.58
2	i1835S	slab	$	15,231.71
3	V2260 w/garage	slab	$	14,603.73
4	i1730 w/garage	slab	$	16,228.93
5	i1835S	slab	$	15,231.71
6	i1440 w/garage	slab	$	15,475.58
7	i1835S	slab	$	15,231.71
8	V2260 w/garage	slab	$	14,603.73
9	i1440 w/garage	slab	$	15,475.58
10	i1810S	slab	$	14,448.45
11	i1810	daylight	$	15,821.91
12	i1250	daylight	$	18,343.64
13	i1835	daylight	$	16,170.86
14	i1810	daylight	$	14,564.31
15	i1830	daylight	$	15,640.20
16	i1835	daylight	$	16,066.06
17	i1250	daylight	$	17,547.16
18	i1810	daylight	$	14,669.11
19	i1810S	slab	$	14,448.45
20	i1835S	slab	$	15,231.71
21	V2260 w/garage	slab	$	14,603.73
		Total	**$**	**325,113.86**

Sub-total	$	325,113.86
Eng. Forms	$	44,265.60
Rigid Foam	$	11,575.20
Total	**$**	**380,954.66**

2021 Eng. Fnd. Cost	$	380,954.66
2022 Eng. Fnd. Cost	**$**	**419,050.13**

WATCH MUSKEGON

Agenda Item Review Form

Muskegon City Commission

Commission Meeting Date: November 23, 2021	Title: Amendment to Lakeside Form Based Code-Marihuana Facilities - 2nd Reading
Submitted By: Mike Franzak	Department: Planning

Brief Summary: Staff initiated request to amend the Lakeside Form Based Code to allow caregivers, microbusinesses, designated consumption establishments, class A recreational grows, class B recreational grows, class A medical grows and temporary marihuana events as a special use permitted in the Lakeside Commercial and Lakeside Heavy Commercial context areas.

Detailed Summary: The Planning Commissions motion to recommend approval of the request ended in a tie, with three Commissioners voting yes and three Commissioners voting no, with three Commissioners absent.

Staff presented this idea to the City Commission at the September work session.

Please see the enclosed comments from the public.

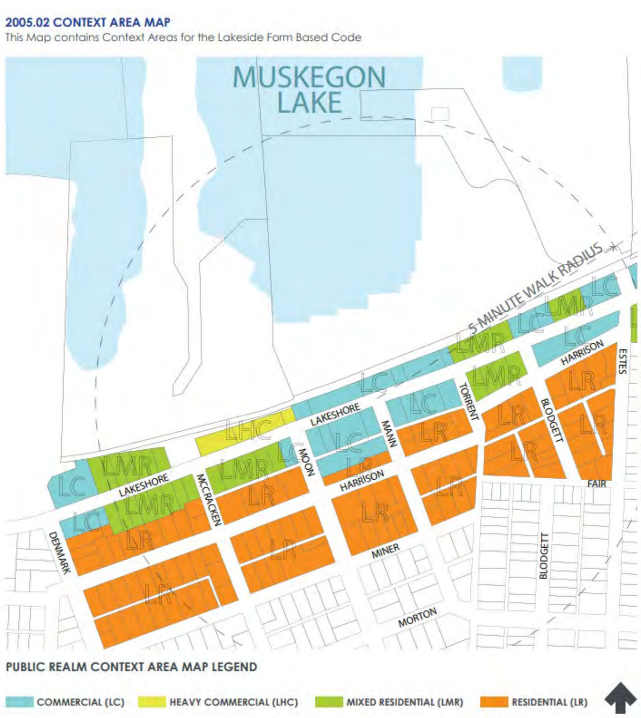
Amount Requested:	Amount Budgeted:
Fund(s) or Account(s):	Fund(s) or Account(s):

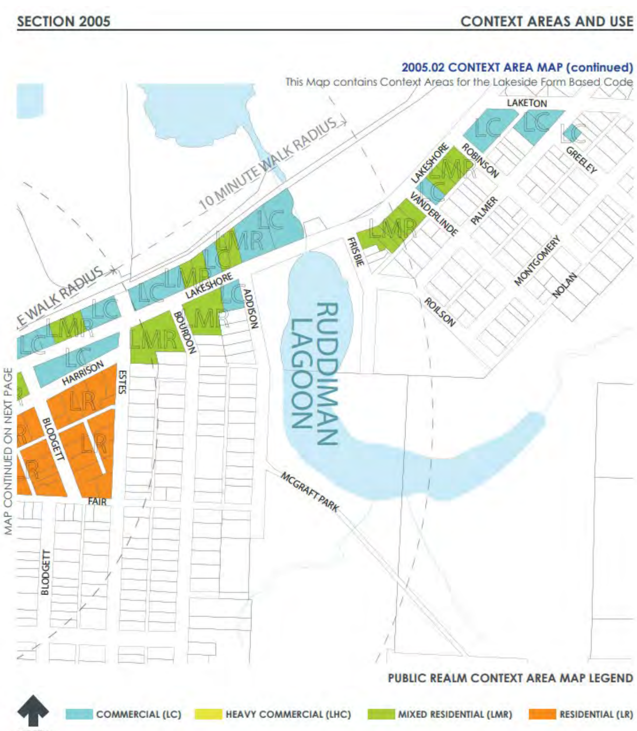
Recommended Motion: To approve the request to amend the Lakeside Form Based Code to allow caregivers, microbusinesses, designated consumption establishments, class A recreational grows, class B recreational grows, class A medical grows and temporary marihuana events as a special use permitted in the Lakeside Commercial and Lakeside Heavy Commercial context areas.

Planning Commission Excerpt

SUMMARY

1. Marihuana caregivers are allowed in B-2, B-4, Medical Care, I-1 and I-2 zoning districts.
2. The Lakeside Business District was made up predominantly of B-2 and B-4 zoning districts. They were rezoned to Lakeside Form Based Code in May of 2019. The newly created Lakeside Form Based Code did not allow for caregivers at the time, which was an oversight from staff. There is now a legally non-conforming caregiver located in Lakeside, as it existed before the zoning change.
3. In November of 2020, in an effort to help get more local people involved in the marihuana industry, the Commission adopted an ordinance amendment that would allow smaller marihuana license types to operate where caregivers were already allowed. These license types included microbusinesses, designated consumption establishments, class A recreational grows, class B recreational grows, class A medical grows and temporary marihuana events as a special use permitted.
4. Had the Lakeside Business District not been rezoned to Lakeside Form Based Code, the Lakeside Businesses would have enjoyed the ability to operate these uses under a special use permit.
5. Staff is proposing to amend the Lakeside Form Based Code ordinance to allow these same license types in the Lakeside Commercial and Lakeside Heavy Commercial Context areas.
6. There are 37 properties in Lakeside that have Lakeside Commercial and Lakeside Heavy Commercial Context areas, however, most of them do not have enough space to operate for marihuana production. Its estimated that for a 100 plant grow, there will need to be at least 4,000-5,000 sf available for growing and harvesting.
7. Notice was sent to all properties within 300 feet of the "Lakeside Commercial" and "Lakeside Heavy Commercial" context areas. At the time of this writing, staff had not received any comments.





CITY OF MUSKEGON

MUSKEGON COUNTY, MICHIGAN

ORDINANCE NO._____

An ordinance to amend the Lakeside Form Based Code section of the zoning ordinance to allow caregivers. microbusinesses, designated consumption establishments, class A recreational grows, class B recreational grows, class A medical grows and temporary marihuana events as a special use permitted in the Lakeside Commercial and Lakeside Heavy Commercial context areas.

THE CITY COMMISSION OF THE CITY OF MUSKEGON HEREBY ORDAINS:

The Lakeside Form Based Code section of the zoning ordinance now allows caregivers. microbusinesses, designated consumption establishments, class A recreational grows, class B recreational grows, class A medical grows and temporary marihuana events as a special use permitted in the Lakeside Commercial and Lakeside Heavy Commercial context areas.

This ordinance adopted:

Ayes:____

Nayes:____

Adoption Date:____

Effective Date:____

First Reading:_______________________________________

Second Reading:____________________________________

CITY OF MUSKEGON

By: _________________________________

Ann Meisch, MMC, City Clerk

<u>CERTIFICATE</u>

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 9th day of November 2021, at which meeting a quorum was present and remained throughout, and that the original of said ordinance is on file in the records of the City of Muskegon. I further certify that the meeting was conducted and public notice was given pursuant to and in full compliance with the Michigan Zoning Enabling Act, Public Acts of Michigan No. 33 of 2006, and that minutes were kept and will be or have been made available as required thereby.

DATED: ____________________, 2020. ____

Ann Meisch, MMC

Clerk, City of Muskegon

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

CITY OF MUSKEGON

NOTICE OF ADOPTION

Please take notice that on November 9, 2021, the City Commission of the City of Muskegon adopted an ordinance to amend the Lakeside Form Based Code section of the zoning ordinance to allow caregivers. microbusinesses, designated consumption establishments, class A recreational grows, class B recreational grows, class A medical grows and temporary marihuana events as a special use permitted in the Lakeside Commercial and Lakeside Heavy Commercial context areas.

Copies of the ordinance may be viewed and purchased at reasonable cost at the Office of the City Clerk in the City Hall, 933 Terrace Street, Muskegon, Michigan, during regular business hours.

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

Published ____________________, 2021. CITY OF MUSKEGON

By ________________________________

Ann Meisch, MMC

City Clerk

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

Account No. 101-80400-5354

October 14, 2021

Good afternoon, I am Randy Crow. For almost 30 years I have invested in Lakeshore Drive, Park Street and Henry St here in Muskegon and own properties at 1756, 1768, and 1794 Lakeshore Drive. My companies and I have invested thousands of dollars in these properties, and we have been key employers and business owners in this part of Muskegon.

I am a strong supporter of this area and of this neighborhood. I'm also a supporter of growth and opportunity for our entire community. When I bought these properties, they were zoned B2 Commercial and Waterfront Marine. As recently as last year our zoning planning director dealt with me on the understanding that my property was zoned B2. I moved my business and placed this property for sale, but after I moved my businesses and put building for sale, I was informed that I was now in the Lakeside Form Based area which limited the potential uses and therefore buyers. I lost a potential buyer because I was told the properties were not commercial zone because they were changed to Lakeside Form Based Code, a more restrictive area. Which to my surprise.

Form based code severely restricts <u>all</u> commercial property owners in Lakeside to what can be done with our buildings we have invested in. One of the options of correct zoning is new potential business opportunities such as specific types of cannabis operations like micro grows. While I must say some of these types of cannabis businesses we see elsewhere in our city and community do not have the professional appearance that I would like to see in our community, this industry has been approved by the State of Michigan, City of Muskegon and other neighboring cities throughout our entire state.

I presently have a quality inquiry on my Lakeshore Drive building. If it comes together the buyer would bring professional, experienced operators that know what they are doing to our area and help re-vitalize this area. The buyer is already licensed by the State of Michigan, and they have other viable locations in California and other states. Their operations and facilities have been described as having an "Apple Store" look and feel. They also have invested heavily in communities that they are in. They will buy homes here, open other businesses and contribute to our community in many positive ways.

CROW

To have someone of this caliber want to locate in the City of Muskegon is something our entire community will benefit from. They would be the perfect partner for this area and run a first-class business and invest thousands in updates to this now vacant building at 1756 Lakeshore Drive located in City of Muskegon.

This industry is not new to the neighborhood. 1700 Lakeshore, just few doors down, has been doing Cannabis business out of their building for 6 years and recently were relicensed for an additional three years, from what I'm told. The use was approved by the neighborhood and City back then. So, for the record Cannabis is not new to the Lakeshore area as it has been here peacefully present for over six years. Their building also changed from commercial zoning to form base code zoning which now does not put them in the correct zoning for their cannabis operation either. So, it will put them into compliance and create additional opportunities going forward.

I support growth for all businesses along Lakeshore Drive. I also support a professional look, experienced operators, and a true community partner for this type of business, if it comes. Someone that our residents, fellow business owners and visitor to our city will be proud of.

My commercial buildings and property need to return to correct commercial zoning not only for this opportunity, but for other opportunities if this one is not the correct fit.

I support the Muskegon Zoning Department staff recommendation here and request that you support the same. This would finally place these area properties on Lakeshore Drive on an even playing field with those similarly situated in the area who have been approved for cannabis business and correct our commercial building zoning in this neighborhood.

I will be happy to answer questions.

Thank you ~

Public Comment on Lakeside FBC amendment to allow marijuana facilities in commercial buildings Case 2021-26

Greetings Mike,

Happy Monday! I don't believe that we have had an opportunity to meet (but maybe we did at a planning conference?). I am about to become a resident of your fair city and I'm super excited about Muskegon! There is so much potential and great things happening. I had hoped to be able to call you up for lunch as my first reach-out to you. Unfortunately, I'm writing regarding the notice for Case 2021-26 to amend the Lakeside Form Based Code to allow microbusinesses, designated consumption establishments, recreational and medical grows, and temporary marihuana events as a special use in the Lakeside Commercial and Lakeside Heavy Commercial context areas. Is there information that you send to me? Not having it available 3 days before the meeting is problematic from a review and comment timeline for me. I do not know if I will be able to attend in-person and may need to submit written comments. Would you have time for a phone call to discuss? And could you send me the proposed zoning language as well as any other language that the City of Muskegon relies on to regulate marijuana businesses?

Thank you very much in advance.

Best Regards,

Suzanne

Mr. Franzak or designate:

I wish to voice my support for the Lakeside Form Based Code change described in this Notice Of Public Hearing.

I can be contact via e-mail or other means as listed below.

Michael Bentley
2033 Harrison Ave.
Muskegon, MI 49441
Mobile: 231.740.3802

I went to the designated website for the hearing regarding my views about marijuana facilities in Lakeside. My husband and I have been residents of Lakeside nearly all of our lives. We are in our 70's so you can tell that we love to be part of this area which has been our home. I am so sorry that you chose not to actually have the website indicated on your form letter available for comments. We would be vehemently opposed to having such places in our beautiful, growing community. We believe that this would be a detriment to growth and not indicative of what Lakeside is all about. Personally, it would definitely make us reconsider being residents of this city. We hope that you will sincerely consider citizen input and put people above monetary issues. And now, I hope this gets to the appropriate person in time for the hearing since it was difficult to know how to connect. Sincerely and respectfully, the McKeowns

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As a new resident to the Muskegon area, having bought a home in the Lakeside neighborhood about 3 years ago, I am adamantly AGAINST introducing pot shops into residential neighborhoods. We moved here because we liked the character of the neighborhood- the mix of ages/races/and families. Opening up a pot shop, or for that matter a liquor store, in the middle of a family-focused neighborhood is a bad move.
Apparently Muskegon has had a growth in population over the past few years... are you looking to destroy that trend?! If so, rezoning neighborhoods for marijuana businesses is a step in the right direction. Leave our neighborhood alone. Sincerely, Adam Dahlstrom

We received your letter regarding rezoning meeting in our lakeside comunity. was planning on attending @ 4pm today. Noticed it was cancelled. We do not agree with the proposed zoning changes to allow for marihuana grows, recreational,, medical our events. We feel Lakeside has always been a uniqe area of Muskegon. There are already far too many grow and purchase facilities in our small town.

jeff and cindy bolduc

Dear Mr. Franzak,

Thank you for the opportunity to weigh in on the zoning request for the property located at 2080 Lakeshore Dr., 2034 Lakeshore Dr. and what appears to be the adjacent lot that was formerly the USA Café prior to being torn down.

When I review the map that was provided on Notice of Public Hearing I was surprised that a request is being made to change the zoning on these properties from Commercial to Heavy Commercial for a designated consumption establishment for the cannabis industry. Every other piece of property on that side of Lakeshore Drive shown on the map is zoned as Commercial. Why would a cannabis growing and consumption require heavy commercial zoning? Since a class A grower is allowed to grow up to 500 plants and a Class B recreational grower is authorized to grow up to 1,000 plants are they planning on trucking their product out to distributors? I have to say that I am strongly opposed to this zoning change if it increases the trucking traffic.

As well, a since the zoning change is also for a Designated Consumption Establishment, and, based on my research, cannabis consumers can rarely consume cannabis legally anywhere but on private property, I'm unclear as to how this will be legally allowed. I am extremely concerned, as I am with drunk drivers, that the addition of a location to legally smoke or consume cannabis and then get in a vehicle and drive is putting our residents in to great of risk for property damage and personal injury.

Until the City can provide me with more specific details as to why this zoning ordinance change would be positive for a residential property owner in Lakeside (a block away from this proposed establishment) I am strongly opposed to this ordinance change!

If you would like to discuss further please feel free to reach out to me.

Regards,
Ellen Davis
2057 Harrison Ave.
Muskegon, MI 49441
Davis.e@frontier.com
231-414-5219

Good Afternoon,

I am the resident and property owner of 2055 Lakeshore Dr. Unfortunately I will not be able to attend the public hearing meeting on October 14th for Hearing, Case 2021-26. I have some concerns with the projected project located at 2034 Lakeshore Drive and changing the code to allow Microbusinesses. First concern is the lack of parking on that parcel as well as no street parking on the commercial side of Lakeshore Drive. This will push all overflow parking of customers and employees to the residential side of the street, as well as cause issues with congestion at the McCracken and Lakeshore Drive intersection. Secondly, if there were to be a grow house within such close proximity to residential housing and neighborhood, the odor can be offensive. It would be a shame to have the smell of marijuana drift into the Lakeside shopping district and into the neighborhood. It ruins the image and vibe Lakeside has been creating and has. It is also on the Lakeshore Bike Trail and the main street that residents and visitors of Muskegon use to get to Lake Michigan. I am not against recreation and medical marijuana, but I do believe there are the appropriate locations for Microbusinesses (especially grow houses) and Lakeside is not one of them. As for putting a dispensary at 2034 Lakeshore Dr, there has to be the appropriate amount of parking for a highly trafficked retail store, which this location does not.

I appreciate you taking the time to hear my concerns and hope you take some of this feedback into consideration.

Sincerely,
Kristin Mutton
kmutton@gmail.com
260-413-9493

WATCH MUSKEGON

Agenda Item Review Form

Muskegon City Commission

Commission Meeting Date: November 23, 2021	Title: 2022 POLC Contract
Submitted By: Frank Peterson	Department: City Manager

Brief Summary: Staff is seeking approval of the proposed collective bargaining agreement with the Police Officers Labor Council.

Detailed Summary. City Staff and Police Officers Labor Council representatives previously agreed upon new contract terms that would take effect January 1, 2022. Since that time, a number of small issues related to the original tentative agreement have been identified and subsequently reconciled. This is a formal request to approve the attached collective bargaining agreement. The POLC has already ratified the contract and city staff is prepared to begin enforcing the provisions of the contract on January 1, 2022. The new agreement is beneficial to both parties and is expected to help with police officer recruiting and retention; there is no financial impact on the budget as part of the agreement.

Amount Requested: N/A	Amount Budgeted: N/A
Fund(s) or Account(s): N/A	Fund(s) or Account(s): N/A

Recommended Motion: To approve the Collective Bargaining Agreement with the Police Officers Labor Council as presented.

COLLECTIVE BARGAINING AGREEMENT BETWEEN

CITY OF MUSKEGON

AND

POLICE OFFICERS LABOR COUNCIL
Patrol Officers

January 1, 2022 through December 31, 2028

2022-2028

AGREEMENT

between

THE CITY OF MUSKEGON, MICHIGAN

A Home Rule City

and

POLICE OFFICERS LABOR COUNCIL
(Muskegon Police Department - Patrol Officers)

TABLE OF CONTENTS

SECTION 1 - GENERAL

In a mutually desirable effort to promote the best interests of both the City of Muskegon and the City of Muskegon Police Department, this Agreement is entered into as of January 1, 2022, at Muskegon, Michigan between the City ("Employer") and the Police Officers, represented by the Police Officers Labor Council “Union". The police officers employed by the Police Department of the City of Muskegon will be referred to as the "employee" or the "employees".

SECTION 2 - RECOGNITION

Pursuant to the provisions of Act No. 336 of the Michigan Public Acts of 1947, as amended:

2.1 The Employer recognizes that the police officers of the City of Muskegon have the statutory right to bargain collectively with the City of Muskegon, and to be represented by an organization in such collective bargaining.

2.2 The Employer recognizes the Union as the sole and exclusive collective bargaining agent for all of the full-time sworn non-supervisory police officers, and will negotiate only with representatives thereof on the matters of rates of pay, wages, hours, and other terms and conditions of employment.

2.3 The rights of the Employer and employees of the Police Department shall be respected, and the provisions of this Agreement shall be observed for the orderly settlement of all questions.

SECTION 3 - EMPLOYMENT SECURITY

The Employer agrees not to discharge or discriminate in any way against any employee of the Police Department for membership or activities in the Union.

SECTION 4-REPRESENTATION

All employees who are covered by this Agreement shall be represented for the purpose of negotiation by a bargaining committee shall be chosen by the employees.

The Union shall advise the Employer in writing of the names of the persons on the bargaining committee and the name of the President, Vice President, Treasurer and Alternate Stewards. President, Vice President, Treasurer and Alternate Stewards shall be recognized for those functions delegated them under the terms of this Collective Bargaining Agreement.

4.1 The bargaining committee shall consist of no more than four (4) members, one (1) of which shall be from the Defined Benefit retirement plan and one (1) from the Defined Contribution retirement plan.

4.2 The members who are employees of the employer shall be paid by the Employer for the time spent during their regularly scheduled working hours in the processing of grievances and in the negotiations relating to the Employer at their regularly established straight-time rate.

4.3 The maximum number of employees including bargaining committee members who shall be paid by the Employer while conducting negotiations, shall be four (4), and while processing a specified grievance, shall be three (3).

4.4 The Union representatives who are employees of the Employer shall be governed by departmental rules regarding employees entering and leaving the Department. Members of the bargaining committee may leave the Department on negotiations and grievances within the bargaining unit when arrangements are made in advance with the Chief or Designee.

4.5 Any representatives of the Union employed by the Employer, having an individual grievance in connection with their work, may be permitted to have a Steward assist them in adjusting their grievance in the manner provided for in the Grievance Procedure.

4.6 Discharge and Discipline - Should any provision of the five (5) following subsections be inconsistent with or contrary to any provisions of the grievance procedure, the grievance procedure shall control.

4.7 Before any disciplinary action exceeding five (5) days without pay, up to, and including discharge is taken against an employee, the employee, and a Union representative if requested, shall be given an opportunity to state his or her position and offer any evidence immediately available to his or her superior officer who is rendering such discipline. Notice of such discipline shall be given to the Union by the Employer pursuant to this section, within forty-eight (48) hours of the indication of such discipline or discharge, except as specifically stated hereinafter. The notice will be delivered to the President, Vice President, Treasurer, or Alternate Stewards.

4.8 Except for verbal warnings, the charges resulting in disciplinary action exceeding five (5) days without pay, up to, and including discharge shall be reduced to writing within forty-eight (48) hours, excluding holidays and weekends, by the commanding officer recommending the action or by the Chief of Police, and copies shall be furnished immediately to the President or Stewards and to the employee against whom the charges are brought. The employee shall sign a copy of the charge with the understanding that said signature by the employee does not necessarily constitute acceptance of the disciplinary action.

4.9 Such written charges shall cite the specific sections of departmental rules and regulations and/or appropriate law or ordinance which the employee is alleged to have violated.

4.10 Except during the first stage (i.e., in 4.7 above), an employee against whom charges have been made, may be represented by a Steward, Union representative, attorney, or Union attorney.

4.11 In imposing any discipline on a current charge, the Employer shall not base its decision upon any prior infractions of departmental rules or regulations or law or ordinance which occurred more than thirty (30) months prior to the date of the current charge, unless such actions are directly related to the current charge.

4.12 Any three (3) employees elected or appointed by the Union as a delegate to the State or National Labor Convention/Conference may take up to a maximum of four (4) working days with full pay during his/her absence. The days may be taken in any combination to the said State/National conventions, but not more than a total of twelve (12) days for all such representation during one fiscal year. Any employee who is elected to the Police Officers Labor Council Executive Board shall be allowed the use of the above-mentioned days. The choice of how these days are utilized is the prerogative of the Union.

SECTION 5-UNION MEMBERSHIP and CHECK-OFF of UNION DUES

To the extent Federal and State laws permit, it is agreed that:

a. The Employer agrees to make Union dues deductions once each month from the pay of each employee who has authorized that such deductions be made as set forth in Subsection 4, until such time as the employee revokes the authorization by written notice to the Union and the Employer.

b. As soon as practicable following the decision to hire a new employee into the bargaining unit, the Employer shall notify the Union of newly-hired bargaining unit employees and provide the Union an opportunity during the onboarding process to meet with newly-hired bargaining unit employees to discuss the employees' options with respect to becoming or not becoming a member of the Union.

c. Each employee who becomes a member of the Union after June 27, 2018, must sign the Union's Application for Union Membership and Authorized Dues Deduction Card. An employee may rescind their Union membership and Authorized Dues Deduction Card at any time by providing the employer written notice.

d. The Employer shall not make any Union dues deductions from any employee without written authorization from the employee. In the case of an employee who becomes a member after June 27, 2018, written authorization must be in the form of a signed and completed Application for Union Membership and Authorized Dues Deduction Card, as well as any additional written authorization as the Employer may require. In the event the terms of the Employer's written authorization conflicts with the terms of the Union's Card, the terms of the Card shall be controlling. For an employee who became a member prior to June 27, 2018, the employer must have from the employee written authorization showing the employee's clear intent to participate in Union dues deductions.

e. Deductions for any calendar month shall be remitted to the Union. In the event that a refund is due to any employee for any sums deducted from wages and paid to the Union, it shall be the responsibility of the Employer to obtain the appropriate refund from the Union.

f. The Employer shall not be liable for the remittance or payment of any sums other than those constituting actual deductions made. If the Employer fails to make a deduction for any employee as provided, it shall make that deduction from the employee's next pay period in which such deduction is normally deducted after the error has been called to its attention by the employee or the Union.

   If there is an increase or decrease in Union payroll deductions, as determine and established by the Union, such changes shall become effective upon the second pay period following notice from the Union to the Employer of the new amount(s).

g. The Union shall indemnify and hold harmless the Employer against action, or claim for an unauthorized deduction, or for other forms of liability that shall arise out of, or by reason of: action taken by the Employer for the purposes of complying with this provision and will hold harmless the City, its agents or employees from any monetary award arising out of such litigation.

SECTION 6 - MANAGEMENT RIGHTS

6.1 The Employer (City) retains all the rights, powers, functions, and authority which it had prior to the signing of this Agreement, including those with respect to working conditions, except as those rights, powers, functions, or authority are expressly and specifically abridged, modified, or limited by this Agreement, and then only to the extent so specifically and expressly abridged, modified or limited.

6.2 Except as otherwise provided in this Agreement: Nothing in this Agreement shall be construed to limit in any way the Employer's sole and exclusive right to manage its operation and the services it provides efficiently and economically, including the right to determine the services to be performed, and the quantity and quality of those services, the methods of performing the services; the determination of the size of the working force; the hiring of new employees; the discipline or discharge of employees for just cause; the right to maintain order and efficiency, to relieve employees from duty because of lack of work or for other legitimate reasons; the right to establish, change or introduce new or improved methods, equipment, or facilities; the right to establish, change or introduce standards of safety and safer operating practices; the right to establish qualifications of employment (as related to the hiring of new employees and subject to the rules and regulations of the Civil Service Commission of the City of Muskegon).

6.3 Transfer employees from one shift to another on a temporary basis, except to avoid the payment of overtime; transfer employees to other positions within the department; require employees to perform outside their assigned job classifications which such assignment is, in the management's judgment, advisable regardless of the availability of work in their regular classifications, but not to extend beyond sixty (60) calendar days; however, employees may be transferred from one shift to another on a temporary basis when such temporary transfer is mutually acceptable to the employee and management; require employees to give instruction or receive instruction in special training for selected employees. The Employer (City) retains the right to appoint and remove any employee from a non-patrol specialist position eligible for the Specialist/Community Bonus provided in Appendix A and/or eligibility and payment of any community bonus provided in Appendix A, with no right to grieve such decision.

6.4 Any complaint or dispute concerning the exercise of any management rights function in a manner contrary to any express provision of this Agreement shall constitute a grievance within the meaning of this Agreement.

SECTION 7 - GRIEVANCE PROCEDURE

7.1 A grievance is defined as an alleged violation of a specific article and/or section of this Agreement. If an alleged grievance arises, there shall be no stoppage or suspension of work, but such alleged grievance shall be submitted to the following grievance procedures.

7.2 Grievances will be filed ONLY as set forth in the following procedures. A "work day" for purposes of this Section shall be defined as Monday through Friday.

7.3 In no case shall any grievance be taken outside of the Muskegon Police Department until this grievance procedure has been exhausted.

7.4 PROCEDURE:

Step 1

Within twelve (12) work days following the alleged violation, any employee having a grievance shall, with or without his/her Steward, meet with either:

A. His/her shift commander, or

B. The divisional head.

Step 2

If such grievance cannot be resolved within five (5) working days after presentation, the matter shall be reduced to writing, signed by the employee and his/her Steward and forwarded to the Chief of Police.

Step 3

The Chief of Police shall give a written answer to the grievance within seven (7) working days. If it is not satisfactory to the Union, the matter may then be taken to the City Manager within twelve work (12) days following written answer from the Chief of Police.

Prior to submission of the grievance at the City Manager's level, the grievant shall elect whether he/she desires to proceed under the Civil Service Rules and Regulations as adopted July 20, 1955, as amended, or to arbitration, under the terms and conditions of the grievance procedure. If the Union desires a hearing with the City Manager, same may be requested, and the City Manager or his designee shall schedule such a hearing. The City Manager or designee shall render a written disposition of the grievance within twelve (12) work days following said hearing.

Step 4

In the event a grievance is not resolved at Step 3, either the City or the Union may initiate arbitration by submitting a notice in writing of such intent to the other party within ten (10) working days following the day the written disposition was given at Step 3. In the event either party shall fail to serve such written notice, the matter shall be considered settled on the basis of the last answer.

The moving party shall at that time submit a request to the Federal Mediation Conciliation Service for the appointment of an arbitrator which will be selected in accordance with Federal Mediation Conciliation Service procedures.

The arbitrator so appointed shall have the authority to resolve disputes between the parties only over matters which are covered by this Agreement. The arbitrator shall have no power to add to or subtract from or modify any of the terms of this Agreement or any supplementary agreement

The expenses of the arbitrator shall be shared equally by the parties.

Any matter resolved by settlement or dismissal short of the issuance of a written disposition by the City Manager shall have no precedent value whatsoever as to future grievances.

Extensions of time for any step in the grievance procedure may be agreed upon in writing by the parties hereto.

SECTION 8 - BULLETIN BOARDS

8.1 The Employer shall provide space for two bulletin boards in mutually acceptable locations to be used by the Union.

8.2 With advance notice and consent of the Chief of Police, the squad room will be available for one employee unit meeting per month.

SECTION 9-WORKING CONDITIONS

9.1 If two members are agreeable, they shall be allowed to exchange shifts, in six (6) hour blocks of shifts and days off, with the approval of the ranking officers. No employee shall be allowed to trade time, if doing so would result in said employee working more than 18 hours in a 24-hour period. At no time will employees be eligible for overtime pay as a result of time traded between employees.

9.2 During his/her shift, each employee will be allowed a total of forty-five (45) minutes of break time. The normal time allowed for lunch break will be thirty (30) minutes, and the normal time allowed for coffee break shall be fifteen (15) minutes. Employees shall not exceed the combined time of forty-five (45) minutes maximum for break time in any one shift. Any employee held over following a scheduled full shift for three (3) hours or more shall receive an additional break period of fifteen (15) minutes. Patrol employees working a 12-hour shift will be allowed a paid 45 - minute lunch break. A paid 15-minute break during the first half of the shift and a paid 15-minute break in the second half of the shift will also be available to patrol employees.

SECTION 10-EDUCATION AND TRAINING

10.1 Members of the Unit shall be eligible to participate in any tuition reimbursement program provided by the City to other represented or non-represented employees.

SECTION 11- SAFETY AND HEALTH

11.1 All legal obligations and duties imposed by law upon the Employer for the preservation of life and property shall be complied with to the fullest extent.

11.2 The employees will abide by all reasonable rules and regulations of the Employer for the protection and the preservation of life and property.

11.3 When, in the opinion of the Union, reasonable protection is not provided for the prevention of injury or the preservation of health, this shall be considered a proper subject for the grievance procedure.

SECTION 12 - NO DISCRIMINATION

The parties agree to apply the provisions of this Agreement to all employees without regard to height, weight, race, color, marital status, sex, religious creed or national origin.

SECTION 13 - WORKING HOURS AND SCHEDULES

13.1 For employees assigned to twelve-hour shifts, the normal biweekly pay period shall consist of 84 hours. The normal pay period will consist of seven (7) 12-hour shifts. For employees assigned to 8.5 hours shifts, the normal bi-weekly pay period shall consist of 84 hours with eight 8.5 hour shifts and two 8-hour shifts. For employees assigned to 10 hours shifts, the normal bi-weekly pay period shall consist of 84 hours with six 10.5 hour shifts and two 10-hour shifts. Voluntary split shifts may occur within the specialist divisions provided they occur within twenty-four (24) consecutive hours and only with the prior approval of the Chief of Police or designee. Special assignments may be exempt from the 12-hour scheduling, and may be required to work a variance of 8, 10, or 12 hours shift configurations to accomplish an 84-hour pay period. The Employer shall give the employees affected 15 days-notice of any change to shift hours, unless changes are mutually agreed to.

13.2 The employees of the Uniform Patrol Division will work under permanent shifts with the selection of shifts being made on a strict seniority basis. The shift bid and vacation selection process shall begin on October 15th and be completed before Thanksgiving each year, and will become effective the first Sunday of January. Shift selections will be made on the basis of the most senior employee of the Patrol Bureau having first choice, the next senior officer having second choice, and so on through all employees assigned to the Patrol Bureau. An employee being reassigned to the Uniform Patrol Division from a specialist division will have the right to bump the officer with the least seniority within the team of his/her choice insofar as his/her departmental seniority will allow. An officer being bumped from his/her team in this manner will exercise his/her seniority rights, and may bump to another shift by displacing the least senior officer on that team. Should an opening occur on any team, and should the Employer elect to fill that opening, then departmental seniority bumping procedures shall apply.

13.2 There shall be four (4) shifts, hereafter called Teams, which are:

Team 1A
Team 2B
Team 3C
Team 4D

For employees assigned to twelve-hour shifts the normal start time of the shifts will be 6am for day shift and 6pm for night shift. The Employer shall have the flexibility of having start times moved between the hours of 5am to 8am for day shift and 5pm to 8pm for night shift. The Employer may implement an "echo" shift with a start time between the hours of 11am to 3pm. If there is a change in the start hours, the Employer will give the employees affected 30 days' notice.

13.3 In the event employees are absent from Teams 1A, 2B, 3C and 4D, members of Team ECHO may be temporarily assigned to fill such vacancies.

13.4 Such temporary reassignments will be made on the following basis:

a. Voluntary Reassignment: An officer on Team ECHO who voluntarily accepts a one-week temporary transfer for the purpose of vacation relief and assumes the days off of the officer being replaced will be credited with one reassignment for each occasion.

b. Voluntary Reassignment, Part-Week: An officer on Team ECHO who voluntarily accepts a transfer of less than one week (five working days) and does not assume the days off of the officer being replaced will be credited with the number of days reassigned. These days will be cumulative in increments of five.

c. Involuntary Reassignment: Will be made on the basis of a combination of least credits accumulated under Items 1 and 2 above and least seniority, whichever applies in a specific case. Involuntary reassignments may involve more than one officer if this method causes the least change in their scheduled days off. Credit for these reassignments will be the same as those in Items 1 and 2.

d. Involuntary Reassignment: When all efforts utilizing the above procedure are unsuccessful or impractical, the officer with the least accrued credits and/or the least seniority shall be temporarily reassigned and assume the days off of the officer being replaced.

e. Management Rights will prevail when establishing the need for temporary reassignment.

f. On all scheduled vacations, established by the contractual Vacation Draw, where in the judgment of management a temporary reassignment is necessary, the officers of the affected team will be notified of the reassignment approximately three weeks in advance. The officers will be allowed to fill the assignment as indicated in Section 13.6(a) and (b) on a voluntary basis.

g. If more than one officer volunteers for the same assignment, the request will be granted on a seniority basis.

h. If no officer on the team volunteers for the assignment within ten days prior to the assignment, it will be filled on an involuntary basis using the criteria contained in Section 13.6(c) and (d).

i. It is agreed between the parties that one of the primary purposes of this agreement is to alleviate, to the extent possible, the changing of the officers' scheduled days off.

j. Officers shall have at least ten (10) hours off between regularly scheduled shifts and any forced OT excluding time spent in court, with the exception of up to six (6) hours of holdover time directly before or after a regularly scheduled shift.

13.5 District selections by Patrol Division employees will be made on a seniority basis for each team, on approximately a six (6) month basis.

13.6 EXCLUSIONS TO THE FOREGOING ARE:

a. The Chief may assign a new employee - an employee with less than one (1) year of experience - to any team or district, but no employee may be reassigned from a team to provide an opening for such new employee. The Employer has the right to assign probationary employees to any team at its sole discretion. During times where there are more than one (1) active probationary employee the employer shall be limited to assigning one (1) probationary employee to a team starting with the night shift, then echo shift, and finishing with day shift. Should there be more probationary officers than teams, the process will repeat until all probationary officers are placed. Once a probationary officer is off probation, they are subject to being bumped from their assigned shift and/or district, during each draw, by more senior officers – bumping shall be done in order of seniority; such bumps shall be held in April and September of each year.

b. In the event that disciplinary action would require a permanent, or lengthy temporary, reassignment of an employee, then his/her seniority will not prevail during that period, but no employee may be reassigned from a team to provide an opening for such reassigned employee.

13.7 The parties agree to meet and bargain the impact and effect of schedule changes involving twelve-hour shifts.

SECTION 14 - OVERTIME - COMPENSATORY TIME

14.1 Time and one-half (1 ½) the patrol employee's regular hourly rate of pay will be paid for all hours worked in excess of scheduled shift hours or in excess of 84 hours in any biweekly pay period.

14.2 Training shall be as follows:

a. Mandatory training shall be paid at time-and-one-half for actual time in training with a two-hour minimum;

b. Voluntary training, approved by the Chief of Police, shall be paid at a straight time rate for time in actual training.

c. The employer shall compensate required supervised firearms training with three (3) hours of compensatory time for each qualifying session, if an officer is required to attend off duty. Required supervised remedial firearms training shall not result in extra compensation.

d. The conditions and terms of training pay shall be designed and posted in the announcement of the training schedules.

e. Training pay for training during an extension before or after a regular duty period shall be paid for actual time at the applicable overtime rate and not subject to a minimum. Training that occurs during an employee's work schedule, and lasts more than 6 hours in length, shall count as the employee's work day. If training occurs during an employee's work shift, and is less than 6 hours, that employee may have to work the other shift hours as required by the employer. If training occurs while an employee is off duty, the city pay overtime to the employee or grant a different day off.

f Training bulletins will be posted at the department. Interested employees may apply for training opportunities. It shall be the Chiefs decision on whom, if anyone, shall attend training. The Chiefs decision is not subject to the grievance procedure.

g. Field Training Officers (FTO) shall receive two (2) hours of paid compensatory time for days when an employee is the FTO.

h. Officers assigned an intern or other "ride along" for more than two (2) hours but less than six (6) hours shall receive one (1) hour of compensatory time. Officers assigned an intern or other "ride along" for six (6) or more hours shall receive two (2) hours of compensatory time.

14.3 Compensatory Time -

a. All compensatory time accruals not addressed specifically elsewhere in this contract shall be earned at an hourly rate of time and one-half (1-1/2). The parties agree to continue the current practices regarding compensatory time accrual.

b. Employees shall have the option to draw down their compensatory time bank, subject to two (2) weeks' notice to the City. Payment will be in regular paychecks, or may be deferred to the 457-retirement plan at the same time as other city employees. Employees shall draw down at least twenty (20) hours at a time when the employee requests payment for earned compensatory time. Employees shall be allowed to carry over up to forty (40) hours of earned compensatory time from one calendar year to the next.

14.4 Community officers and officers in the specialist divisions 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.

14.5 Officers shall have the option of taking overtime in either pay or compensatory time-off at an hourly rate of time and one-half (1 ½). Officers working overtime under a grant shall be allowed to take overtime in either pay or compensatory time unless the grant specifically restricts compensatory time as payment.

14.6 Scheduled overtime, including special events, shall be offered equally to all available officers in the same rank and classification on a rotation basis starting first with the employees with the greatest seniority. The overtime shall be posted for sign up with adequate notice to provide each officer the opportunity to sign up. Overtime shall be assigned based on seniority with the least amount of accrued special event overtime hours. The equalization of overtime list shall reset July 4th each year. In the event that enough officers do not sign up for an assignment, the assignment shall be filled starting with the officer with the least amount of seniority that has not been previously forced and proceed up the list to the officer with the greatest amount of seniority. Should the need result to force officers more than once in a year (July 4 through July 3), this process shall repeat.

SECTION 15- SENIORITY

15.1 Each newly appointed police officer shall serve a one (1) year probationary period, which may be extended for up to three (3) months in the director's sole discretion. If said person is discharged from employment during said probationary period, there shall be no recourse to the grievance procedure as to said discharge and said action shall be deemed final.

15.2 There shall be two forms of seniority, date of hire into the Muskegon Police Department and classification seniority (date of last entry into a classification) and seniority shall be applied consistent with the terms of this Agreement.

Patrol Unit to Command Unit, and Back to Patrol

If a member of the patrol unit enters the command unit and either fails probation or during the probationary period elects to return to the patrol unit, seniority will be based upon the time in both the patrol unit and in the command unit.

If a member of the patrol unit enters the command unit, passes probation, and thereafter returns to the patrol unit, either voluntarily or involuntarily, seniority will be based upon the time in the patrol unit.

Leaves of Absence Less Than One Year
If a member of the patrol unit takes an approved leave of absence from the city, and such leave of absence does not exceed one year, seniority shall include only that time spent within the patrol unit.

Employment Outside the Unit
If a member of the patrol unit takes another position with the city, or takes a position with another employer, such member forfeits any and all seniority within the patrol unit.

15.3 Seniority shall not be affected by the race, color, creed, age, sex, marital status or dependents of the employee.

15.4 The seniority list as of the date of this Agreement will show the names and job titles of all employees in the bargaining unit and the classification seniority of each.

15.5 The Employer will keep the seniority list up to date and will provide the Union with up-to-date copies at least annually.

15.6 An employee shall lose his/her seniority for the following reasons only:

a. He/she quits, retires, receives a pension, or withdraws his/her accrued benefits.

b. He/she is discharged and the discharge is not reversed through the procedures set forth in this Agreement.

c. He/she is absent for three (3) consecutive working days without proper authorization of the Chief of Police. In proper cases, exceptions shall be made upon the employee producing convincing proof of his/her inability to obtain such authorization. After such absence, the Employer will send certified written notification to the employee at his/her last known address that because of his/her unexcused absence he/she has voluntarily quit and is no longer in the employ of the city.

d. If the employee does not notify the Employer within three (3) days after receipt of certified written notification to return to work after layoff, as to the date when the employee will return, which date must be within one (1) week after the delivery of such notice to his/her last known address. In no event shall the return to work be in excess often (10) days following receipt of the notification. Exceptions shall be made upon the employee producing convincing proof of his/her inability to return as required.

e. If an employee is laid off during the term of this Agreement for a continuous period equivalent to his/her departmental seniority. However, in no event will employees laid off for a continuous period in excess of five (5) years retain their seniority.

15.7 Layoffs When it becomes necessary to reduce the size of the work force, part-time employees shall be laid off first. Probationary employees shall be laid off second. Thereafter, the employees with the least seniority shall be the ones laid off in order up to the most senior employee. Employees to be laid off for an indefinite period shall be given at least fourteen (14) calendar days prior notice.

15.8 Recall When the work force is increased from a layoff, employees will be called back to duties according to seniority with the employee having the most seniority being called back first.

SECTION 16-COURT AND CALL IN TIME

16.1 Employees shall be paid a minimum of three (3) hours at time-and-one-half for reporting to duty in response to mandatory call-to-duty, or voluntary assignment between their regularly scheduled duty shifts. excepting for court appearance as provided herein. Employees shall have the option of taking pay or compensatory time for call-in time.

16.2 Employees shall receive no compensation from the Employer other than their regular salary for court appearances while they are on regular duty.

16.3 Off-duty appearances in the Courts will be paid at time-and-one-half (1.5) rates with a minimum of three (3) hours. Off-duty appearances for reporting to virtual court proceedings will be paid at time-and-one-half (1.5) rates with a minimum of two (2) hours. Court appearances less than three (3) hours prior to, or subsequent to, the officer's regular tour of duty would be considered as an extension of the officer's regular tour of duty, and he/she will be paid for the actual overtime extending beyond the tour of duty. If an officer turns in a properly documented subpoena denoting witness fees and mileage, with any such fees to be turned over to the City, the officer shall be paid for the court appearance at a minimum of three (3) hours. In the event the court appearances less than three (3) hours prior to, or subsequent to, the officer's regular tour of duty would be considered as an extension of the officer's regular tour of duty, and he/she will be paid for the actual overtime extending beyond the tour of duty. Such subpoena is to be attached to a properly filled out and authorized overtime-request slip. Employees shall have the option of taking pay or compensatory time for court time. Hours that were spent in court may be used to adjust hours for the immediate next shift that the officer is scheduled to work. These hours shall be adjusted hour-for-hour and the employee must notify the on-duty supervisor immediately of their intent to use these hours at the beginning or end of their scheduled shift.

SECTION 17 - VACATION

Vacation time shall be accrued as follows:

Years of Service	
1-6 years	84 Hours
7-13 years	132 Hours
14-19 years	170 Hours
20+ years	212 hours

Employees shall be limited to up to a maximum of 210 hours of vacation hours for pension purposes.

17.1 Any employee of the City, other than a probationary employee, who retires, resigns or leaves the service of the Employer, shall be entitled to the pro-rated accumulated vacation time.

17.2 No vacation shall be taken until an employee has been on the payroll for a period of at least six (6) months.

17.3 A day of vacation shall be canceled for each day an employee would have worked during his/her work week, and shall be paid for at the rate he/she would have earned on that particular day, exclusive of overtime. If a paid holiday falls on a scheduled vacation day, no vacation day shall be used from the employee's vacation bank and the employee shall not receive holiday premium pay but will be construed as the employee having the holiday off and the employee shall be paid at the rate he/she would have earned on that particular day, exclusive of overtime.

17.4 An employee will be allowed to rollover up to forty (40) hours of vacation time to the next calendar year. The forty (40) hours carry over shall not accumulate from year to year.

17.5 Vacation leave shall be considered as a matter of right, and if cancelled because of work necessity of the department, shall be rescheduled or paid for at straight time as extra compensation for the period at the option of the employee. A vacation day for which extra compensation is paid shall not be rescheduled.

17.6 Each division head shall arrange and post on the bulletin board a vacation schedule for that division in advance of the vacation season. Vacation selections shall be completed with the at the same time as the shift draw. Vacation blocks shall run Monday through Sunday. All vacations shall be selected within each division by departmental seniority. Within the Road patrol, vacation draw shall be by shift by departmental seniority. Vacation time may be taken in one (1) day increments. One-day selections shall be made after draws for blocks of time have been made. Priority of use, so long as approval has not already been made, shall be Floating Holiday, then Vacation, then Comp Time. Within classes of time, seniority shall control. No officer shall select more than two weeks during the months of June, July and August unless, after all officers have selected vacations, all available weeks are not taken during this period may be drawn by any officer on a first-come first-served basis. The shift bid and vacation selection process shall begin on October 15th and be completed before Thanksgiving each year.

17.7 In accumulating vacation leave, sick leave not exceeding one hundred thirty-two (132) days in any one year shall be counted as time worked. Absence because of duty-connected disability shall be counted as time worked for a period of one hundred eighty (180) calendar days from the date of injury.

17.8 Employees may cash out any unused vacation time at 100%. The funds may be taken as cash or in contributions to an eligible deferred compensation plan once per year. Unused vacation shall be paid out with the first payroll in December of each year. Should there be unforeseen circumstances that cause officers not to use scheduled vacation in December, the vacation will be rolled over to the next year.

17.9 Officers shall not be forced to work on any days contiguous with their drawn block of vacation time that were scheduled off days. For example, an officer is scheduled off on Friday, Saturday and Sunday prior to his vacation the following week, the officer cannot be forced to work the listed Friday, Saturday or Sunday.

SECTION 18 - SICK LEAVE

Sick leave shall be accumulated at the rate of 3.7 hours per pay period of employment during the preceding calendar year. The accumulation shall not exceed 96 hours during any one calendar year.

18.1 All sick leave time shall be accumulated according to the time worked during the preceding calendar year, but may be anticipated during any current year upon authorization of the department head and the City Manager.

18.2 Sick leave may be accumulated up to a maximum of 1,056 hours and in no event shall sick leave be accumulated by any employee in excess of 1,056 hours. After an employee has accumulated 1,056 hours of accrued, unused sick leave, then all additional accruals shall be paid annually at the rate of seventy five percent (75%) of such accrual in excess of 1,056 hours. All payments due under this section shall be paid annually on January 31 of the calendar year next succeeding the accrual.

18.3 1 hour of sick leave shall be canceled for each hour 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.

18.4 Vacation time, sick leave, or absence because of duty-connected disability shall be counted as days worked in calculating sick leave for a period of one hundred eighty (180) days in accordance with Section 19.11.

18.5 An employee may request to anticipate sick leave during the first year of employment, which, if granted, shall be deducted from his/her accumulation during that year.

18.6 Sick leave will be taken only for the following reasons:

(a) Any illness an employee may contract preventing him/her from performing normally and safely at work;

(b) Any illness from contagious disease not duty-related which could affect the health of others;

(c) Any injury or illness to the employee's spouse, child, stepchild, whether it requires hospitalization or not. Any injury or illness to the employee's mother, father, mother-in-law or father-in-law, which requires the hospitalization of that individual;

(d) Any serious illness as evidenced by a written physician's report, to the spouse, child or stepchild of the employee which serious illness requires the employee's absence from duty;

(e) 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 officer.

(f) The employer may require verification of sick leave taken in excess of twenty-four (24) consecutive work hours. This will not preclude the Employer from requesting verification of illness of less than twenty-four (24) consecutive work hours if the employee has shown a pattern which would indicate misuse of sick leave.

(g) Any employee who is off at the request of the Employer because of a duty related 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. This shall include any time off the employee is required to take due to Center for Disease Control (CDC) guidelines, Federal, State, or Local emergency orders or any other medically mandated reason due to exposure to any contagious diseases. The City reserves the right to submit and receive worker's compensation benefits to reimburse the city for associated costs.

18.7 An employee's absence from work due to duty-connected disability, incurred in the employment of the City shall receive his straight time salary for the period of said disability and absence, but not to exceed five (5) days commencing the date of the injury 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 in the manner provided in Section 19.8 hereof. 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.

18.8 In the event of a confining illness, and provided the sick leave accumulation has been exhausted, the City Commission may authorize an extension of leave to the extent of five (5) days for each year 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 not to exceed six (6) months, instead of sixty (60) working days.

18.9 No compensation for sick leave will be authorized if the employee fails to notify the department at least one-half hour before his/her normal starting time.

18.10 Upon termination of employment, accrued sick leave will be compensated at the rate of one hundred (100%), of the value of the accumulated sick leave, providing the employee has worked a minimum of twelve (12) months.

18.11 If an employee is absent from work due to duty-connected disability, for a period of one hundred eighty (180) calendar days from date of injury, said employee will continue to accrue sick leave, vacation leave, and longevity payments in accordance with this section but will not accrue holiday pay. All insurance benefits accorded the working employee will remain in force during duty-connected disablement. This provision may be extended past one hundred eighty (180) days at the discretion of the Employer.

Employer shall provide four (4) weeks paid Family Leave for any employee for the birth of their child or two (2) weeks for any employee that adopts a child.

SECTION 19 - HOLIDAY PAY

19.1 The Employer will recognize the following paid holidays:

New Year's Day (January 1)

Martin Luther King Day

Easter

Memorial Day

Independence Day

Labor Day

Veteran's Day

Thanksgiving Day

Christmas Day (December 25)

Employees shall be paid two and one half (2.5) times their regular hourly rate of pay for all hours worked on a holiday.

Payment of holiday pay may be taken in the following method:

a. Twelve hours (12) of straight time pay; and

b. Up to Eighteen (18) hours of compensatory time. (Employee's Choice)

If a patrol officer is scheduled off on a holiday, they shall receive twelve (12) hours of compensatory time. If a patrol officer is scheduled to work a holiday and the employee is ordered not to work, you will be compensated in pay for your regular hourly rate of pay for the hours the employee was scheduled to work. Holidays start with the day shift and continue for the next twenty-four (24) hours.

In the event that a holiday falls on a normal day off, the employee shall receive a comp day off. In the event that the holiday falls on what would normally be an authorized sick time, such time shall not be taken from the employee's sick leave bank, but will be construed as the employee having the holiday off.

19.2 Each employee will receive thirty-six hours (36) for floating holidays plus twelve hours per year. These floating holidays shall be permitted for personal leave purposes, excluding illness, and not in conjunction with any paid holiday observed under this Agreement. The established department procedure and policy for requesting leave shall be observed for scheduling the "floating" holidays. Floating holidays must be taken within the calendar year in which earned and may not be carried over to the next succeeding calendar year.

For new hires and only during the first calendar year of employment, floating holidays may be taken at the rate of one floating holiday per quarter.

19.3 In lieu of the additional holiday pay, non-uniformed and specialist personnel shall have the days off with pay.

19.4 If a paid holiday falls within the employee's authorized vacation period, said paid holiday should be taken as a leave day on the next scheduled working day with full pay at the straight time rate. Holiday pay shall apply to the observed holiday under the State of Michigan Monday Holiday Law, and to the calendar holiday if a designated paid holiday is not such a Monday holiday. For purposes of this agreement, Christmas Day and New Year's Day are observed on December 25 and January 1, respectively and not on the "Monday", whether or not there are legal Monday holidays in connection therewith. A duty period beginning or ending on the observed holiday is a paid holiday; however, the employee shall be entitled to only one holiday a pay period for each observed holiday in this Agreement, except where more than one (1) observed holiday falls within the period. An employee required to double back and serve another shift on an observed holiday as a result of a normal shift change will be compensated for his/her additional shift at the holiday pay rate.

SECTION 20 - BEREAVEMENT LEAVE

In the event there is a death in the immediate family of any employee, consisting only of parent, grandparent, brother, sister, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, and grandchild, and the employee attends the funeral service, such employee shall be granted up to a twenty-four (24) hour leave of absence with full pay. Where death occurs to the employee's spouse or child, the employee shall be granted up to a forty-eight (48) hour leave of absence with full pay. An employee shall be granted up to twelve (12) hours absence 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.

SECTION 21 - UNIFORMS

The Parties agreed to establish a committee to address necessary equipment and uniforms.

21.1 The employer shall supply authorized uniforms (all seasons), accessories, equipment, firearm(s), long gun(s), foot wear, at the Employer's expense.

21.2 Dry cleaning shall be provided and rules and procedures covering specifications shall be provided by the Director of Public Safety. The Police Department shall supply authorized uniforms (all seasons), accessories, equipment and footwear at the Department's expense. The Police Department will implement a policy with a detailed list of items that will be issued/supplied/maintained to sworn police officers during employment. Officers may request specialized uniforms, gear, and equipment not provided by the Department, which if authorized by the Director of Public Safety may be purchased by the employee.

21.3 The employer shall provide a civilian clothing allowance for police personnel assigned to plain clothes tasks in the amount of $650.00 annually, paid bi-weekly and subject to Rules and Regulations provided by the Chief of Police.

21.4 The Employer will provide an annual dry-cleaning allowance of $325.00 which shall be paid bi-weekly for police personnel assigned to plain clothes tasks.

The Employer shall provide bulletproof vests to all employees. All employees, unless specifically excluded by order of the Chief of Police, shall be required to wear the bulletproof vests. A Bulletproof vests replacement program will be established that ensures vests are kept within the manufacture's recommendations regarding the condition and lifespan of the vests.

21.5 FIREARMS

1. The City shall not require officers to purchase a duty weapon.
2. The City shall purchase and supply to all officers a Glock 9 mm semi-automatic weapon and ammunition for on duty purposes and maintain that weapon.
3. If officers hired after January 1, 2017 choose to carry a backup firearm, they shall carry a Glock 9mm of their choosing, provided they can qualify with it on the MCOLES course for duty firearms at each range.
4. The City of Muskegon Police Department will set up a Blue Line purchase of a Glock 9mm for all officers as soon as possible.
5. If an officer qualified with a .380, 9mm, or .45 during the Fall 2017 range, they will be allowed to use that firearm as a backup firearm provided, they can qualify with it on the MCOLES course for duty firearms at each range. The individual officer must provide their own qualification ammunition and department approved duty ammunition, if they choose to use a backup firearm that is not a 9mm. A letter from a licensed firearms dealer stating that the firearm is in proper working order shall be submitted to the City of Muskegon Police Department yearly.
6. The City of Muskegon Police Department will purchase all 9mm ammunition for qualification and duty ammunition for duty firearms and backup firearms.
7. The City of Muskegon Police Department will maintain and inspect backup Glock 9mm firearms annually. If the Glock 9mm firearm displays a defect or needs repair from normal usage, the City of Muskegon Police Department will fix the Glock 9mm firearm at no charge to the individual officer.
8. The holster for a backup gun must be approved by the City of Muskegon Director of Public Safety or his designee.
9. Officers of the City of Muskegon can carry their duty weapon and backup weapon off-duty under authority of the City of Muskegon Police Department.

SECTION 22-INSURANCE

22.1 HEALTH INSURANCE, EMPLOYEES AND DEPENDENTS

The Employer has in effect, covering each of the employees covered by this Agreement and his/her dependents, a group hospital-medical insurance and major-medical plan administered by a health care administrator. During the life of this Agreement, the same insurance, or insurance comparable to that presently in effect (as of 1/1/89), will be maintained by the Employer on behalf of each employee, except as modified herein. During the life of this Agreement, each employee shall receive the option of enrolling in a Health Maintenance Organization. The Health Maintenance Organization's benefits are not within the control of the employer and, as such, subject to change by the Health Maintenance Organization. The group hospital major medical health plan (City plan) shall include dependents, and have a major medical cap of $500,000 per covered individual.

Children required to be supported by the employee by court order covering the employee are included as dependents under the health care plan regardless of residence of the said child.

PREMIUM CO-PAY

Effective January 1, 2002, the Employer shall pay the full cost of health insurance, as Jong as premiums do not exceed $400 per month. Effective August 1, 2012, Employee shall pay ten percent (10%) of the monthly health care premium.

HRA DEDUCTIBLE

Subject to the terms of the annual contract with the City's health insurance provider, the City shall pay the Health Reimbursement Account (HRA) deductible ($4000 per individual; $8000 per double or family), contingent upon Employee and spouse (if any) participating in the Wellness Program.

PRESCRIPTIONS

Effective October 18, 2004, the prescription drug plan shall have a drug rider of $20 co-pay for generic drugs, and $40 for name brand. However, if there is no generic drug available, the co-pay shall be $20 for brand name drugs. For employees in the HMO, the HMO shall determine the co-pay.

The Employer may offer prescription drugs by mail order, with employees encouraged to use such benefit.

During the life of this agreement, the same group hospitalization and major medical insurance or insurance comparable to that in effect as of January 1, 1995 shall be maintained by the Employer on behalf of employees who retire under the age of 65. Upon attaining age 65, the employee's coverage shall be changed to a Medicare supplement.

For employees who are hired after June 1, 2008, the city will not provide retiree prescription coverage after age 65.

All employees who retire after ratification of the 2010-2011 contract shall have retiree prescription coverage until they reach Medicare eligible age and then it will cease.

For employees who retire after January 1, 2012, the city will not provide retiree prescription coverage. Retirees who are eligible for major medical health care coverage shall receive prescription drug coverage pursuant to that plan. The City shall pay $41.00 per month toward the Medicare Part D premium or the full amount of the monthly premium, whichever is less, for each retiree who is eligible for Medicare Part D coverage.

22.2 PROFESSIONAL LIABILITY

The parties have agreed that the Employer shall purchase police professional liability insurance for and on behalf of each of the police officers covered by this Agreement. The limits of liability for this policy are as follows:

Each person $250,000; each incident $500,000.

22.3 TERM LIFE

The Employer will, during the life of this Agreement, maintain term life insurance on the life of each of the covered employees in a face amount equal to the annual salary of such employee. Employer shall provide a policy providing for double indemnity (two times the Employee's annual base salary) in the event of the Employee's death in the line of duty.

22.4 DENTAL

The Employer will provide a dental insurance plan for each employee and during the term of this Agreement, the same dental insurance, or dental insurance comparable to that in effect as of 1/1/84, will be maintained by the Employer on behalf of each employee.

22.5 RETIREES, HEALTH INSURANCE

During the life of this agreement, the same Medicare supplement or comparable to that in effect on January 1, 1995 shall be maintained by the Employer on behalf of retirees and their spouse.

Effective 1/1/01, City will pay for Part A of Medicare for the retiree and spouse, but only so long as they cannot otherwise obtain Medicare. The retiree would need to provide annual verification from Medicare that they do not qualify for Medicare.

22.6 RETIREES, SEPARATION DATE 1/1/90- 12/31/92

For retired employees age 65 or older who retire on or after January I, 1990 and before December 31, 1992, the City shall maintain a prescription drug plan with a drug rider providing for a $2 co-pay for generic drugs and a $5 co-pay for brand name drugs, provided that said retirees shall pay each month to the City a sum equal to 60% of the average cost per employee of a prescription drug plan. Eligibility for such plan by said retirees shall be available at any time after age 65 subject only to enrollment periods as determined by the administrator.

22.7 RETIREES, SEPARATION BETWEEN 1/1/93 AND 12/31/00

For retired employees age 65 or older who retire on or after January 1, 1993 and before December 31, 2004, the Employer shall maintain a prescription drug plan with a $2 co-pay for generic drugs and a $5 co-pay for brand name drugs for and on behalf of employees within this bargaining unit and their spouses. This coverage shall terminate upon the death of the retiree and their spouse.

22.8 RETIREES, SEPARATION DATE AFTER 12/31/04

For retired employees who retire on or after October 18, 2004, the Employer shall maintain a prescription drug plan with a $20 co-pay for generic drugs and a $40 co- pay for brand name drugs for and on behalf of employees within this bargaining unit and their spouses. Under this coverage, if there is no generic drug available, the co-pay shall be $20 for brand name drugs. This coverage shall terminate upon the death of the retiree and their spouse.

22.9 DEFERRED RETIREMENT

Beginning January 1, 2022, an officer, who is eligible for RETIREE healthcare benefits, that elects to take a deferred retirement shall be eligible for healthcare benefits at age 50 provided that they have 20 years of service with the Muskegon Police Department. If an officer, who is eligible for RETIREE healthcare benefits, has served 25 or more years with the Muskegon Police Department (This does not include purchased service time.), he/she shall be eligible for healthcare benefits at the time that they elect to take a deferred retirement. Should an officer take a deferred retirement before reaching 20 years of service, they shall collect their earned retirement benefit at age 55.

22.10 PRESCRIPTIONS, RETIREES- SEPARATION AFTER 1/1/01

Prescription insurance for retirees shall be coordinated with Medicare in such a way as to require federal payment first. Retirees are required to use mail order prescriptions, except where not available, where the drugs are maintenance drugs, or are prescribed for a period exceeding 90 days. All prescriptions for retirees must be for generic brands, except where not available, and excluding if the physician requires "dispense as written" (DAW). For employees who retire after January 1, 2001, the retiree prescription co-pay shall be the amount employees pay at the time of their retirement.

22.11 COVERAGE

For employees who retire on or after September 1, 2004, the City's obligation to provide retiree health insurance and prescription is limited to the retired employee, the retiree's spouse at the time of retirement, and the retiree's dependents, if any, at the time of retirement.

For Employees hired after June 1, 2012, the city will not provide retiree healthcare and retiree prescription coverage Effective January 1, 2022, the employer shall contribute six percent (6%) and the employee shall contribute a total of three percent (3%) to the Healthcare Savings Plan. Effective January 1, 2023 the employee shall contribute a total of four percent (4%) to the Healthcare Savings Plan. Effective January 1, 2024 the employee shall contribute a total of five percent (5%) to the Healthcare Savings Plan. Effective January 1, 2025 the employee shall contribute a total of six percent (6%) to the Healthcare Savings Plan. The contributions shall be based on the employee's W-2 wages.

22.12 Beginning January 1, 2022, a terminated officer, who is eligible for healthcare benefits, shall be eligible for reduced healthcare benefits as outlined in the agreement. For example, if an officer has 20 years of service their benefit shall be as follows: 20 years of service x 4 = 80%. $500,000 maximum benefit x 80% = $400,000 total healthcare benefits. Currently, the City's retiree health care plan is self-funded, and does not carry a traditional monthly purchase cost from an insurance provider. In the event the City moves to a traditional retiree health care plan that carries a monthly plan cost, the employee that is eligible for a reduced benefit in this scenario shall be responsible for their appropriate percentage of the monthly cost. For example: If an employee has 80% benefit, the city will pay 80% of this plan and the employee will pay 20%. Failure to pay that monthly cost will result in termination of retiree health care benefits. The earliest an employee can begin collecting a reduced benefit is 20 years from their original date of hire AND age 50. If an employee has less than 20 years of service, they shall collect healthcare benefits at age 55.

SECTION 23 - MEDICAL LEAVES OF ABSENCE

Employees holding positions in the Classified Service shall be entitled to a leave of absence for reasons of health sufficient in the opinion of the Commission to warrant such leave. Such leave of absence may require three (3) years continuous service with the City, and may be granted for one (1) year and renewed upon proper application.

SECTION 24 - MILITARY LEAVE

The right to reemployment and the continuing seniority rights are guaranteed for any employee, now or hereinafter upon the seniority list, and who now or hereinafter is a member of the Armed Forces of the United States, State of Michigan.

24.1 Such leave of absence shall be granted employees in the Classified Service for service in defense of the Country, or who are members of the National Guard or militia, or of the reserve corps, or forces in the Federal military, naval, marine or coast guard service as authorized and provided for by the Veterans Preference Act of the State of Michigan and in addition thereto shall be entitled to the rights and privileges authorized by said Veterans Preference Act with respect to status and reemployment.

24.2 Whenever employees who are members of the National Guard Naval Reserve, Army Reserve, Marine Reserve or Air Force Reserve are called to active duty, they shall be entitled to a leave of absence, in addition to their annual vacation leave from their respective duties, without loss or gain of pay, for such time as they are engaged in active-duty defense training. Such leaves not to exceed two calendar weeks (ten working days). The City, for such period, shall pay the employee the difference between the employee's gross military salary (but not including quarters, living, meal allowances and such), and the employee's gross straight time salary for the period of defense training.

The employee shall furnish a copy of his or her military check for determination of the difference and issuance of the City's paycheck.

24.3 Employees who have been called to active duty in the armed services of the United States, and are under military leave from the City of Muskegon, (including annual two-week reservist duty), shall have their base military leave pay annualized and then converted to a bi-weekly amount, in order to offset the employee's regular City paycheck.

24.4 Employees who have been in the armed services of the United States, under military leave from the City of Muskegon, shall, upon reinstatement to reemployment, be given credit for accumulated sick leave for the time spent in the armed services the same as though the time spent in the military service had been spent in the employment of the City of Muskegon, providing that such employee has received an honorable separation from the armed services.

24.5 Members who are called to active duty with the Armed Forces of the United States shall have the rights and duties as prescribed by the City of Muskegon Civil Service Rule IX, Section 2(2), "Military Leave of Absence" rule as it may be amended from time to time. The members of this unit are entitled to the greater of the benefits provided by the “Military Leave of Absence” rule, this contract City Commission policy and federal law.

SECTION 25 - SALARY AGREEMENT

Wages and salaries for employees covered by this Agreement shall be for the term of this Agreement, and shall be in accordance with the Schedule set forth in Appendix A attached hereto and incorporated herein by reference.

25.1 There shall be neither pyramiding of the overtime provisions of this Agreement nor pyramidingof overtime provisions with holiday pay.

25.2 The straight time rate for the purpose of computing overtime and holiday payand other benefits shall be the annual salary divided by 2184hours.

25.3 Employees shall have their payroll checks directly deposited into their designated bank account. The Employee's full net pay (100%) must be directly deposited.

SECTION 26 - LONGEVITY PAY PLAN - RULES AND REGULATIONS

All employees with five (5) years of service will be eligible for longevity pay.

26.1 Semi-annual payments to be paid in June and December using the following formula:

2% of base pay after 5 years of service
4% of base pay after 10 years of service
6% of base pay after 15 years of service
8% of base pay after 20 years of service
10% of base pay after 25 years of service

Longevity payments shall be based on a maximum salary of $15,000.

26.2 Anyone whose employment with the Employer has been terminated and the termination is not overturned, will be considered as a new employee should he/she return.

26.3 Any employee who reaches 5, 10, 15, 20 or 25 years of service on or before June 30, and is on the payroll as of June 1st, will be eligible for half (1/2) the longevity payment in June and each successive semi-annual payment in December and June thereafter. Any employee who reaches 5, 10, 15, 20 or 25 years of service on or before December 31 and is on the payroll as of December 1st, will receive half (1/2) of the longevity payment in December and each successive semi-annual payment thereafter.

26.4 During the calendar year in which an employee retires under one of the City's retirement plans, he/she shall be entitled to receive, at the time of the semi-annual payment of longevity, a pro-rated portion of his/her longevity pay based on days worked.

26.5 All compensation for employees is subject to deduction for income tax and retirement benefits.

26.6 Employees who are absent due to work-related injuries shall receive longevity pay in accordance with Section 19.11.

Longevity pay will be eliminated effective December 31, 2027

SECTION 27 - NO STRIKE CLAUSE

During the life of this Agreement, the Union shall not cause or permit its members to cause, nor shall any member of the Union take part in any sit-down, stay-in, slow-down, curtailment of work, restriction of production, or interference of the operation and services of the Employer.

The Union shall not cause or permit its members to cause nor shall any member of the Union take part in any strike or stoppage of any of the Employer's operations.

27.1 The Union agrees it will take prompt affirmative action to prevent or stop unauthorized strikes, work stoppages, slowdowns of work, picketing or work interference of any kind by notifying the employees that it disavows these acts. The Union further agrees that the Employer shall have the right to discipline (including discharge) any or all employees who violate this Section, and such action shall not be subject to the Grievance Procedure of this Agreement. In addition, the Employer shall have the right to terminate this Agreement by notice in writing to the Union in addition to any remedies it may have for violation by law. In addition, the Employer shall have the right to seek injunctive relief and damages against the Union.

27.2 The committeemen and officers of the Union shall take prompt affirmative action to try to prevent any wildcat strike, work stoppage, slow-down of work, picketing, or work interference of any kind.

27.3 The Employer, for its part, agrees that there shall be no lockout during the term of this Agreement. This lockout provision shall not apply in the event of any strike taking place during the life of this Agreement.

SECTION 28-WAIVER CLAUSE

The parties acknowledge that during the negotiation which resulted in this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of this right and opportunity are set forth in this Agreement. Therefore, the Employer and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter referred to or covered by this Agreement and with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

SECTION 29 - MAINTENANCE OF STANDARDS

29.1 The parties acknowledge that there are standards and conditions of employment which are not affected by, or recorded in, this Agreement. The City and the Union intend and agree to maintain those standards and conditions during the duration of this Agreement.

29.2 The parties acknowledge the existence and application of the City of Muskegon Civil Service Rules and Regulations. The promotional process used to promote from patrol officer to Police Sergeant shall include a written examination, an oral examination, promotional points and a two-year requirement as a City of Muskegon Patrol Officer. All other aspects of the promotional process, and employment matters not covered by this Agreement, shall be as provided for in the Civil Service Rules and Regulations.

SECTION 30- VALIDITY

If any parts of this Agreement are found to be illegal, such illegality shall not in any way affect any other parts of this Agreement.

SECTION 31 - SAVINGS CLAUSE

If any Article or Section of the Agreement or any addendum thereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, the remainder of the Agreement and addenda shall not be affected thereby, and the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for such Article or Section.

SECTION 32 - EDUCATION PAYMENT

Police Officers who have received academic degrees from accredited institutions for curriculum completed in the field of police science shall be entitled to the following payment: for the Associate Degree, $500.00 per twelve months; for the Bachelor Degree, $750.00 per twelve months.

Said annual payment shall be pro-rated for bi-weekly pay periods following official notice to the Chief of Police that said degree has been conferred upon the police officer. Said payment will be payable in one lump sum during the first two (2) weeks of December of each year.

The amount of the payment shall not be computed for overtime or fringe benefit purposes. Other degrees will be considered for this payment if they contribute to the service of the Public.

SECTION 33 DEFINED BENEFIT RETIREMENT PLAN

33.1 ELIGIBILITY. The Defined Benefit Retirement Plan is applicable only to unit members hired on or before July 28, 2006.

33.2 TRANSFER TO MUNICIPAL EMPLOYEES' RETIREMENT SYSTEM. Effective July 1, 2006, the assets and liabilities of the City of Muskegon Police- Fire Retirement System associated with City employees represented by Police Officers Labor Council shall be transferred to the Municipal Employees Retirement System (MERS). Employees shall no longer have any rights from claims against or participation in the City of Muskegon Police-Fire Retirement System.

33.3 CONTRIBUTION RATE. Effective January 1,2023, Employees in the defined benefit pension shall contribute an additional one-half percent (.5%) toward the pension system. Effective January 1, 2024 Employees in the defined benefit pension shall contribute an additional one-half percent (.5%) toward the pension system. Effective January 1, 2025, Employees in the defined benefit pension shall contribute an additional one-half percent (.5%) toward the pension system. Effective January 1, 2026 employees in the defined benefit pension shall contribute an additional one-half percent (.5%) toward the pension system. Effective January 1, 2027 employees in the defined benefit pension shall contribute an additional one-half percent (.5%) toward the pension system. Effective January 1, 2028 employees in the defined benefit pension shall contribute an additional one-half percent (.5%) toward the pension system for a total contribution of six percent (6%). The contributions shall be based on the employee's W-2 wages.

33.4 RETIREMENT BENEFIT. An Employee who retires after July 1, 2006 shall be entitled to a retirement benefit pursuant to MERS Benefit Program. For Employees who retire after January 1, 2009 and before December 31, 2016, the pension multiplier shall be 3.0% of final average compensation (MERS FAC-3), not to exceed 75% of employee's final average compensation.

An employee who retires on or after January 1, 2017 shall receive a bridged benefit as follows:

a) A pension multiplier of 3.0% for service prior to January 1, 2017 times the employee's "frozen final average compensation". "Frozen final average compensation" is defined as the highest compensation in thirty-six consecutive months between the date of hire and December 31, 2016; plus

b) A pension multiplier of 2.67% for service on or after January 1, 2017 times the employee's "termination final average compensation". "Termination final average compensation" is defined as the highest compensation in thirty-six consecutive months between the date of hire and date of separation.

c) The total pension benefit shall not exceed 80% of the "termination final average compensation."

Employees shall also be entitled to the MERS RS50 spousal benefit. Effective January 1, 2012, final average compensation shall not include more than 240 hours of leave time.

33.5 DEFERRED RETIREMENT. Effective July 1, 2006 a former Employee who is vested (MERS V-10) and is entitled to a deferred retirement benefit shall receive those deferred benefits afforded by MERS. A member who elects to receive a deferred retirement shall receive the benefit that was in place at the time they left employment.

33.6 DISABILITY BENEFITS. Effective July 1, 2006 an Employee eligible for disability benefits, as determined by MERS, shall receive those disability benefits afforded by MERS (MERS D-2).

33.7 RETIREMENT ELIGIBILITY. Employees are eligible to retire at age fifty (50) with twenty-five (25) years of service (MERS F50/25) or at age fifty-five (55) with ten (10) years of service (MERS F55/10).

33.8 WITHDRAWAL OF EMPLOYEE CONTRIBUTIONS. To the extent allowed by MERS, an Employee who retires on or after July 1, 2006 may elect to be paid a refund of the accumulated contributions standing to the member's credit at the effective date of retirement. Upon election of this refund provision, the retiree's MERS pension payment options shall be reduced by an amount that is actuarially equivalent to the refunded accumulated contributions.

33.9 OUTSTANDING SICK LEAVE. Accumulated sick leave hours paid out at retirement at seventy-five percent (75%) rate under Section 19.10 will be re-classified as vacation time for purposes of computing the final average compensation reported to MERS. The maximum number of reclassified sick leave hours included in the Employee's FAC computation will be 144 hours.

33.10 PURCHASING ADDITIONAL SERVICE CREDIT. To the extent allowed by MERS, members may purchase additional service credit at actuarial cost.

33.11 POST-RETIREMENT BENEFIT ESCALATOR. The City Commission will decide each year whether and to what extent a MERS Flexible E post-retirement benefit shall be given.

SECTION 34 - DEFINED CONTRIBUTION_RETIREMENT PLAN

34.1 ELIGIBILITY. The Defined Contribution Retirement Plan shall apply to all members of this unit that entered the unit after July 28, 2006.

34.2 CONTRIBUTIONS. For paychecks issued after January 1, 2020, members in this plan shall contribute six (6%) percent of compensation and the City shall contribute thirteen (13.0%) percent of compensation. Compensation shall be Medicare taxable wages as reported on the employee's W-2.

Employees shall be allowed to make additional contributions to the DC plan up to the current IRS maximum.

34.3 VESTING. Member contributions shall be fully vested immediately. City contributions shall become vested according to the following schedule:

20% after the first full year of service;
40% after the second full year of service;
60% after the third full year of service;
80% after the fourth full year of service;
100% after the fifth full year of service.

34.4 LONG-TERM DISABILITY. Effective on the first day of the month after enrollment, a long-term disability insurance policy shall be provided for members of this unit who are members of the Defined Contribution Retirement Plan.

34.5 INTERNAL REVENUE CODE COMPLIANCE. This plan shall fully comply with all Internal Revenue Code provisions, regulations, and rulings. To the extent that there is a conflict, the Internal Revenue Code supersedes any collective bargaining agreement provision

SECTION 35 - MERS HEALTH CARE SAVINGS PLAN

Members of the unit will be allowed to contribute to the MERS Health Care Savings Plan (HCSP) by the following methods:

(1) Cash out up to forty (40) hours of compensatory time at the end of the calendar year.
(2) Payout of accumulated sick leave as under the schedule listed below. Payout shall be one hundred percent (100%) of the Employee's rate of pay at the time of the payout:

Amount of Sick Leave Accrued as of First of the Year:	Maximum Number of Hours May Be Cashed Out Annually:
Less than 160 hours	0 hours
160 hours to 320 hours	80 hours
321 hours to 480 hours	120 hours
481 hours or more	160 hours

SECTION 36 -RESIDENCY

The Union acknowledges the City's desire to encourage residency but not require such for employees of this bargaining unit. Effective January 1, 1999, all employees who were members of this bargaining unit are free to maintain their residence at any location and are no longer bound by collective bargaining agreements requiring residency.

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.

Members of the Unit shall be eligible to participate in any residency incentive program provided by the City to other represented or non-represented employees.

SECTION 37-PART-TIME POLICE OFFICERS

The Employer may hire part-time police officers. Part-time police officers may be used subject to the following conditions:

37.1 Part-time employees shall not be union members and are not entitled to union membership benefits as outline in this collective bargaining agreement.

37.2 Part-time employees shall not be scheduled to work more than 29 hours per week per employee.

37.3 Part-time employees will be limited to the following work assignments: Beaches/Parks, Special Events, Evidence Room, Schools, Hospital Security, College Campus Security, other overtime refused by full-time officers.

37.4 Full-time employees shall always have the first opportunity to work overtime assignments.

37.5 Part-time employees shall not work patrol assignments until they have finished the full FTO program designed for patrol officers.

37.6 Part-time employees shall cumulatively work a maximum of 7,000 hours annually. Training hours shall not be counted in the maximum total.

37.7 No part-time employees shall work if there are any layoffs of full-time employees.

37.8 In order to utilize the services of part-time employees as described in this Section, the City agrees to employ a minimum of 66 full-time officers, including command officers. This shall be satisfied as long as the City is in the hiring process, regardless of the number of full-time officers currently employed. The City shall be considered in the Hiring Process for the first 180 days from the date of the most recent retirement, resignation, termination, or promotion from the Unit. If after the 180-day hiring period, the department is not at 66 or more full-time sworn officers, the Union may provide the City with a notice of violation, and the City shall have 60 days to fill at least 51% of the positions needed to fulfill the 66-officer minimum. The City shall have an additional 60 days to fill the remaining positions to fulfill the 66-officer minimum.

***Nothing in this agreement prevents the city from hiring more than 66 Full-Time Sworn Officers.

SECTION 38 - DRUG TESTING POLICY

The parties agree to follow the city drug testing policies.

SECTION 39 - PHYSICAL FITNESS

Members of the Unit shall be eligible to participate in any physical fitness or wellness programs provided by the City to other represented or non-represented employees.

SECTION 40 - MISCELLANOUS

a. Each employee shall be provided two (2) Universal Parking passes that can be used at the beach, city owned park, structure, or any street where the City of Muskegon requires payment fees to park.

SECTION 41 - LOCAL GOVERNMENT AND SCHOOL DISTRICT FISCAL ACCOUNTABILITY ACT

An emergency manager appointed under the Local Government and School District Fiscal Accountability Act, MCL §141.1501 *et. seq.,* shall be allowed to reject, modify, or terminate this collective bargaining agreement as provided for in MCL § 141.1519(k).

SECTION 42 - DURATION AND RENEWAL

This Agreement shall be binding upon the parties hereto, their successors and assigns. The Agreement shall commence January 1, 2022 and terminate as of the 31st day of December, 2028. It shall be automatically renewed from year to year thereafter, unless either party shall notify the other in writing at least ninety (90) days prior to the expiration date that it desires to modify this Agreement. In the event that such notice is given, negotiations shall begin no later than sixty (60) days prior to the anniversary date.

THE CITY OF MUSKEGON

____
Stephen Gawron
Mayor
Date:____________________________

____
Ann Marie Miesch
Clerk
Date:____________________________

POLICE OFFICERS LABOR COUNCIL

____
Scott Hepworth
President POLC Non-Supervisory Unit
Date: ____________________________

____
Scott Blackwell
POLC Labor Representative
Date: ____________________________

APPENDIX A

	RECRUIT	START	1 YR	2 YRS	3 YRS	4 YRS	5 YRS	10 YRS	15 YRS	20 YRS	Night shift/Echo Shift Bonus*#	Specialist/Community Bonus*#
CURRENT	N/A	20.96	23.58	26.19	28.8	31.41	31.41	31.41	31.41	31.41	0%	0%
2022	20.00	24.00	26.00	28.00	32.00	34.00	34.00	34.00	34.00	34.00	$1,000/year	$1,000/year
2023	21.00	26.00	27.00	29.00	33.00	35.00	35.00	35.00	35.00	35.00	$1,000/year	$1,000/year
2024	22.00	27.00	28.00	31.00	34.00	36.00	37.00	37.00	37.00	37.00	$2,000/year	$2,000/year
2025	23.00	28.00	29.00	32.00	35.00	37.00	38.00	39.00	39.00	39.00	$2,000/year	$2,000/year
2026	24.00	29.00	32.00	35.00	37.00	38.00	39.00	41.00	41.00	41.00	$2,500/year	$2,500/year
2027**	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	42.00	42.00	$2,500/year	$2,500/year
2028**	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	43.50	45.50	$3,000/year	$3,000/year

*Non-patrol Specialist (WEMET, Detectives, and CAT), Community Bonuses, Night Shifts and Echo Shifts are paid as contributions to the employee's defined compensation program.

Non-patrol Specialist (WEMET, Detectives, and CAT), Community Bonuses, Night Shifts and Echo Shifts shall be considered FAC compensation for defined benefit participants.

The Bonuses shall be paid equally in the employees bi-weekly payroll check.

** Wage Reopener for years 2027 and 2028 exclusive of bonuses and years 15 through 20 in the above table.

At the Chief's discretion the city may hire new officers at a rate equal to their experience, not inclusive of department seniority.

Agenda Item Review Form

Muskegon City Commission

Commission Meeting Date: November 23, 2021	Title: 1183 Terrace Street
Submitted By: Frank Peterson	Department: City Manager
Brief Summary: Staff is seeking approval to purchase the home at 1183 Terrace Street from Francena DePung.	
Detailed Summary. This property was originally acquired from the Land Bank, and the owner has been unable to make the repairs necessary to save the home. Our on-staff builder reached out to the owner to inquire about purchasing the site. The home has significant historical appeal, and we would like to save the structure as part of our infill housing program. The structure is vacant but has been used as a three-unit building. Staff would intend to covert it into either a two-unit or a single-family building. The renovation will likely take 12 months and cost between $275,000 and $350,000. Staff anticipates budgeting much of the renovation costs in FY 2022-23, but would like to replace the roof and address immediate concerns with the foundation.	
Amount Requested: $120,000.00	Amount Budgeted: $0
Fund(s) or Account(s): Public Improvement	Fund(s) or Account(s): N/A
Recommended Motion: Approve the purchase of 1183 Terrace Street from Francena DePung for $20,000, and amend the FY 2022-23 Public Improvement Fund Budget to include a total of $200,000 for the project during the fiscal year.	