

CITY OF MUSKEGON

CITY COMMISSION MEETING

JUNE 12, 2018 @ 5:30 P.M.

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

AGENDA

- ☐ CALL TO ORDER:
- ☐ PRAYER:
- ☐ PLEDGE OF ALLEGIANCE:
- ☐ ROLL CALL:
- ☐ HONORS AND AWARDS:
- ☐ INTRODUCTIONS/PRESENTATION:
- ☐ CITY MANAGER'S REPORT:
- ☐ CONSENT AGENDA:
 - A. Approval of Minutes City Clerk
 - B. Professional Services Agreement City Clerk
 - C. 2018-2019 MML Membership Dues City Clerk
 - D. Request to Rezone 731 Yuba St, 205 E Muskegon Ave, 287 E Muskegon Ave and 225 Eastern Ave – SECOND READING Planning & Economic Development
 - E. Terrace Point Sidewalk DPW
 - F. 2018 CDBG/HOME Budget Recommendations CNS
 - G. Authorization to Sign Community Housing Development Organization (CHDO) Agreements CNS
 - H. Convention Center Traffic Study Engineering
 - I. CRC Recommendations for District Library Board City Clerk
 - J. Disability Pride Day Proclamation City Clerk
- ☐ PUBLIC HEARINGS:
 - A. Transmittal of 2018-19 Proposed Budget City Manager
- ☐ COMMUNICATIONS:

☐ **UNFINISHED BUSINESS:**

☐ **NEW BUSINESS:**

A. Police Department Police Manual Update/Revision Public Safety

B. Convention Center Development Agreement City Manager

☐ **ANY OTHER BUSINESS:**

☐ **PUBLIC PARTICIPATION:**

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

☐ **CLOSED SESSION:**

☐ **ADJOURNMENT:**

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

Memorandum

To: Mayor and Commissioners

From: Frank Peterson

Re: City Commission Meeting

Date: June 12, 2018

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

WORK SESSION

We will have our budget session. I plan to do a formal presentation and then take questions/comments from the commission. Also, our new City Engineer will be in attendance.

REGULAR MEETING

1. Under the Consent Agenda, we are asking the Commission to consider the following:
 - a. Approval of meeting minutes from the most-recent City Commission meeting.
 - b. Approval of a professional services agreement with Roosevelt Park. In this agreement our City Clerk staff will be assisting RP with election duties while their Clerk's office is in transition.
 - c. 2018-19 MML Membership Dues
 - d. The second reading of the re-zoning of the former farmers market site.
 - e. Approval to expend approximately \$22,000 (50% of the cost) to add sidewalk on the West side of Terrace Point Drive from Shoreline Drive to the Shoreline Inn. The owner of the Shoreline Inn is covering the other 50%. The sidewalk will be 6-feet in width.
 - f. Approval of the 2018 CDBG/HOME Budget recommendations.
 - g. Approval of an agreement with Community EnCompass to use \$66,650 in HOME Funds to renovate a home at 34 East Isabella.
 - h. Approval of an agreement with Progressive AE to undertake a traffic study related to the Convention Center. Convention Center Planners are considering building the convention center on 4th Street to better connect the center to both the LC Walker Arena and the Holiday Inn. Prior to finalizing this concept, staff is seeking to study the impact of the closure of 4th Street to vehicular traffic. In all iterations of the convention center, pedestrian access is maintained along 4th Street from

Shoreline Drive to Western Ave. The City's costs associated with this study will be reimbursed in the same manner as the initial architectural expenses.

2. Under Public Hearings we will take comments on the FY 2018-19 General Operating Budget.
3. Under the New Business, we are asking the Commission to consider the following:
 - a. Approval of the Police Department Policy Manual Update/Revision Contract with Lexipol. The funds for this project will come from the drug Forfeiture Fund.

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

Date: June 12, 2018
To: Honorable Mayor and City Commissioners
From: Ann Marie Meisch, City Clerk
RE: Approval of Minutes

SUMMARY OF REQUEST: To approve minutes of the May 22, 2018 Regular Meeting.

FINANCIAL IMPACT: None.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: Approval of the minutes.

CITY OF MUSKEGON

CITY COMMISSION MEETING

MAY 22, 2018 @ 5:30 P.M.

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

MINUTES

The Regular Commission Meeting of the City of Muskegon was held at City Hall, 933 Terrace Street, Muskegon, MI at 5:30 p.m., Tuesday, May 22, 2018. Reverend Robert Henderson, First Wesleyan Church, opened the meeting with prayer, after which the Commission and public recited the Pledge of Allegiance to the Flag.

ROLL CALL FOR THE REGULAR COMMISSION MEETING:

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

Absent: Vice Mayor Eric Hood and Commissioner Willie German, Jr.

INTRODUCTIONS/PRESENTATION:

A. 2017 Outstanding Citizenship Award Presentation

Mayor Stephen J. Gawron, recognized Ann Craig, Craig and Jean Weirich, Carolyn Walker, and Dr. Dick and Lynn Kamps. All were selected as 2017 Outstanding Citizens for their generosity and persevering spirits and contributions to the community.

2018-35 CONSENT AGENDA:

A. Approval of Minutes City Clerk

SUMMARY OF REQUEST: To approve minutes of the May 7, 2018 Worksession and the May 8, 2018 Regular Meeting.

FINANCIAL IMPACT: None

BUDGET RECOMMENDATION: None

STAFF RECOMMENDATION: Approval of the minutes.

B. Upgrade Cable Connection City Clerk

SUMMARY OF REQUEST: To approve the purchase and installation of the

necessary products to update the infrastructure for City TV Services.

FINANCIAL IMPACT: \$12,971.17 from Public Relations.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: Approve the purchase and installation of the necessary products to update the infrastructure for City TV Services.

D. Frank's Taco Shack for City of Muskegon Parks DPW

SUMMARY OF REQUEST: Staff is asking permission to enter into a seasonal contractual agreement, for 2018, with Frank Galindo of "Frank's Taco Shack", at Pere Marquette Park and Lighton Park, located within the City of Muskegon, to sell various items, as stated in their proposal, from a mobile concession.

FINANCIAL IMPACT: Concession revenue is \$1000.00 plus 5% of gross receipts.

BUDGET ACTION REQUIRED: None

STAFF RECOMMENDATION: Enter into a seasonal Concession/Business contractual agreement, for 2018, with Frank Galindo of "Frank's Taco Shack".

E. 3rd Coast Rentals Concession for City of Muskegon Parks DPW

SUMMARY OF REQUEST: Staff is asking permission to enter into a seasonal contractual agreement, for 2018, with Ron Rands of "3rd Coast Rentals", at Pere Marquette Park, located within the City of Muskegon, to rent Stand-up-Paddle Boards, Jet Skis, Pontoon Boats and various beach items.

FINANCIAL IMPACT: Concession/Business revenue is \$1500 for the season

BUDGET ACTION REQUIRED: None

STAFF RECOMMENDATION: Enter into a seasonal Concession/Business contractual agreement, for 2018, with Ron Rands of "3rd Coast Rentals".

F. Resolution Authorizing the Pilot Drinking Water Community Water Supply Grant Agreement DPW

SUMMARY OF REQUEST: The Department of Environmental Quality (DEQ) has approved a Pilot Drinking Water Community Water Supply Grant for the City of Muskegon and is requesting a resolution of support. The purpose of the grant is to update our distribution system material inventory and replace lead service lines. Staff is requesting that a resolution of support for the project be approved.

FINANCIAL IMPACT: None

BUDGET ACTION REQUIRED: None

STAFF RECOMMENDATION: Approve resolution of support for the Pilot Drinking Water Community Water Supply Grant.

H. Toro Groundsmaster Mower DPW/Parks Department

SUMMARY OF REQUEST: The Parks Department is requesting permission to purchase one (1) Toro 3280 2wd Groundsmaster mower with recycler deck from Spartan Distributors, the lowest qualified bidder. The cost for the mower is \$19,891.22.

FINANCIAL IMPACT: \$19,891.22

BUDGET ACTION REQUIRED: None. The amount was budgeted in the 2017/2018 Parks Budget reforecast.

STAFF RECOMMENDATION: Authorize staff to purchase one (1) Toro Groundsmaster 3280 2wd mower with recycler deck from Spartan Distributors, the lowest qualified bidder.

Motion by Commissioner Johnson, second by Commissioner Rinsema-Sybenga, to approve the consent agenda as presented, except items C, G, I, and J.

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

Nays: None

MOTION PASSES

2018-36 ITEMS REMOVED FROM CONSENT AGENDA:

C. Summer Pops Concession for City of Muskegon Parks DPW

SUMMARY OF REQUEST: Staff is asking permission to enter into a seasonal contractual agreement, for 2018, with Benjamin Thackrey of "Summer Pops" concession at Pere Marquette Park, located within the City of Muskegon, to sell various items, as stated in their proposal, from a mobile concession.

FINANCIAL IMPACT: Concession revenue is \$1000.00 plus 5% of gross receipts.

BUDGET ACTION REQUIRED: None

STAFF RECOMMENDATION: Enter into a seasonal Concession/Business contractual agreement, for 2018, with Benjamin Thackrey of "Summer Pops" concession.

Motion by Commissioner Turnquist, second by Commissioner Johnson, to enter into a seasonal Concession/Business contractual agreement, for 2018, with Benjamin Thackrey of "Summer Pops" concession.

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

Nays: None

MOTION PASSES

G. Artificial Christmas Tree at Hackley Park DPW/Parks Department

SUMMARY OF REQUEST: The Parks Department is requesting permission to purchase a 30' LED Artificial Panel Tree with topper. The cost for the tree is \$19,724.00

FINANCIAL IMPACT: \$19,724.00

BUDGET ACTION REQUIRED: Women's Division Chamber of Commerce and Downtown BID Board donated \$15,000.00. The remainder will be from a reforecast of the 2017/2018 Parks Budget.

STAFF RECOMMENDATION: Authorize staff to purchase 30' LED Artificial Panel Tree to include Topper and shipping costs. Bronner's Commercial Display is the sole source company.

Motion by Commissioner Warren, second by Commissioner Rinsema-Sybenga, to authorize staff to purchase 30' LED Artificial Panel Tree to include topper and shipping costs. Bronners Commercial Display is the sole source company.

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

Nays: None

MOTION PASSES

I. 2018 CDBG/HOME Budget Recommendations CNS

SUMMARY OF REQUEST: To approve the 2018 Budget recommendations from CDBG/HOME Allocations

FINANCIAL IMPACT: Budget will be published for release of funds request.

BUDGET ACTION REQUIRED: To finalize the budget for the CNS department and direct staff to publish approved 2018 CDBG/HOME Allocation and Budget for Release of Funds and Environmental Review of Projects.

STAFF RECOMMENDATION: To approve the 2018 CDBG and HOME Budgets.

COMMITTEE RECOMMENDATION: The Citizen's District Council has made their recommendations.

Motion by Commissioner Johnson, second by Commissioner Rinsema-Sybenga, to approve and publish the 2018 CDBG/HOME budget as recommended by the Citizen's District Council.

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

Nays: None

MOTION PASSES

J. Neighborhood Renovations City Manager

SUMMARY OF REQUEST: The city recent acquired properties at 1531 Beidler, 1078 Second Street, 1067 Grand Street, 248 Mason Street, and 1188 4th Street. All of the properties require extensive renovations prior to being made available for occupancy. Three of the properties were acquired via tax foreclosure and two via conventional property acquisition. Staff is seeking approval to invest up to \$400,000 in these five structures. Once renovations are complete, the properties will be sold as affordable market-rate residential properties.

FINANCIAL IMPACT: \$400,000 allocated from the Public Improvement Fund over the next two fiscal years.

BUDGET ACTION REQUIRED: This will be accounted for partially in the 3rd Quarter Reforecast. The remainder of the expenses will be accounted for in the FY 2018-19 budget.

STAFF RECOMMENDATION: To authorize the city manager to expend up to \$400,000 for the renovation of city-owned structures at 1531 Beidler, 1078 Second Street, 1067 Grand Street, 248 Mason Street, and 1188 4th Street.

Motion by Commissioner Turnquist, second by Commissioner Rinsema-Sybenga, to authorize the city manager to expend up to \$400,000 for the renovation of city-owned structures at 1531 Beidler, 1078 Second Street, 1067 Grand Street, 248 Mason Street, and 1188 4th Street.

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

Nays: None

MOTION PASSES

2018-37 PUBLIC HEARINGS:

A. Public Hearing for Brownfield Plan Amendment and Development and Reimbursement Agreement for Pigeon Hill 4th Street Expansion Project
Planning & Economic Development Department

SUMMARY OF REQUEST: To hold a public hearing and approve the resolution approving and adopting the amendment to the Brownfield Plan and to approve the Development and Reimbursement Agreement. The amendments are for property owned by Pigeon Hill Brewing Company, LLC.

FINANCIAL IMPACT: Brownfield Tax Increment Financing will be used to

reimburse the developer and the City for “eligible expenses” incurred in association with development of the Pigeon Hill 4th Street Expansion project. Pigeon Hill Brewing Company, LLC cost for the development of the property is approximately \$1,313,187 in private investment, resulting in a substantial increase in the local and school taxes generated by the property.

“Eligible Expenses” would be reimbursed starting in 2019. The estimated tax capture and payment schedule is included as Tables 1 and 5 in the proposed Brownfield Plan Amendment.

During the last five years of the plan (estimated to be 2040-2044), the BRA is authorized to capture local taxes for five years for deposit into a Local Brownfield Revolving Fund.

The Development and Reimbursement Agreement provides the structure for the capture of taxes and the reimbursement to the Pigeon Hill Brewing Company, LLC and for eligible expenses.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: To hold a public hearing for approval of the Brownfield Plan Amendment for the Pigeon Hill 4th Street Expansion Project and approve the resolution and authorize the Mayor and Clerk to sign the resolution, and to approve the Development and Reimbursement Agreement between Pigeon Hill Brewing Company, LLC, the City of Muskegon, and the City of Muskegon Brownfield Redevelopment Authority.

COMMITTEE RECOMMENDATION: The Muskegon City Commission set the public hearing for May 22, 2018 at their May 8, 2018 meeting. Since that time, a notice of the public hearing has been sent to taxing jurisdictions. In addition, the Brownfield Redevelopment Authority approved the Plan Amendment and the Development and Reimbursement Agreement on May 8, 2018 and recommends that the Muskegon City Commission approve the Plan Amendment and Development and Reimbursement Agreement.

Motion by Commissioner Rinsema-Sybenga, second by Commissioner Johnson, to close the public hearing and approve the Brownfield Plan Amendment for the Pigeon Hill 4th Street Expansion Project and approve the resolution and authorize the Mayor and Clerk to sign the resolution, and to approve the Development and Reimbursement Agreement between Pigeon Hill Brewing Company, LLC, the City of Muskegon and the City of Muskegon Brownfield Redevelopment Authority.

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

Nays: None

MOTION PASSES

2018-38 NEW BUSINESS:

A. Amendment to the Zoning Ordinance – Medical Marihuana Facilities Licensing Act Overlay District – 2ND READING Planning & Economic Development Department

SUMMARY OF REQUEST: Staff-initiated request to amend the zoning ordinance to include a new section for the Medical Marihuana Facilities Overlay District.

FINANCIAL IMPACT: None.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: Staff recommends approval of the ordinance amendment.

COMMITTEE RECOMMENDATION: The Planning Commission voted in favor (4-2) of recommending to the City Commission to approve the zoning ordinance amendment for the MMFLA overlay district at their February 15 meeting. Michalski, Larson, Gawron and Doyle voted in support. Mazade and Montgomery-Keast voted in opposition. Peterson and Hovey-Wright were absent. The version they approved for recommendation is slightly different than from what staff is presenting tonight, as this version allows all types of licenses within one overlay zone, rather than restricting licenses between two separate overlay districts.

Motion by Commissioner Rinsema-Sybenga, second by Commissioner Warren, to approve the ordinance amendment.

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

Nays: None

MOTION PASSES

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

236 Mason Avenue – Bolt Hardware

586 School Street

2207 Miner Avenue

SUMMARY OF REQUEST: This is to request that the City Commission concur with the findings of the Housing Board of Appeals that the structures are unsafe, substandard, a public nuisance and that they be demolished within 30 days. It is further requested that administration be directed to obtain bids for the

demolition of the structures and that the Mayor and City Clerk be authorized and directed to execute a contract for demolition with the lowest responsible bidder or staff may issue infraction citations to the owner, agent, or responsible party if they do not demolish the structure.

FINANCIAL IMPACT: General Funds and Fire Escrow Funds, respectively.

BUDGET ACTION REQUIRED: None

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

Motion by Commissioner Rinsema-Sybenga, second by Commissioner Turnquist, to concur with the Housing Board of Appeals decision to demolish the structures at 236 Mason and 586 School Street.

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

Nays: None

MOTION PASSES

Motion by Commissioner Warren, second by Commissioner Rinsema-Sybenga, to concur with the Housing Board of Appeals decision to demolish the structure at 2207 Miner Avenue.

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

Nays: None

MOTION PASSES

C. Request to Rezone 731 Yuba St, 205 E Muskegon Ave, 287 E Muskegon Ave and 225 Eastern Ave Planning & Economic Development Department

SUMMARY OF REQUEST: Request to rezone these properties from B-4, General Business to I-1, Light Industrial, by Citiparc, LLC. The applicant is seeking the rezoning in order to develop a food processing center.

FINANCIAL IMPACT: None

BUDGET ACTION REQUIRED: None

STAFF RECOMMENDATION: Staff recommends approval of the rezonings.

COMMITTEE RECOMMENDATION: The Planning Commission voted in favor (5-0), with 4 members absent, recommending approval of the proposed zoning changes at their May 21, 2018 meeting. Michalski, Doyle, Gawron, Montgomery-Keast, and Peterson voted in support, Mazade, Hood, Larson, and Hovey-Wright

were absent.

Motion by Commissioner Warren, second by Commissioner Rinsema-Sybenga, to concur with the Housing Board of Appeals decision to demolish the structure at 2207 Miner Avenue.

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

Nays: None

MOTION PASSES

2018-39 ANY OTHER BUSINESS:

- A.** LeighAnn Mikesell, Director of Municipal Services, provided an update on the problem that the City is experiencing with Oak Wilt at McGraft Park. A report from MSU Extension will be coming.

PUBLIC PARTICIPATION: Comments were received from the public.

2018-40 CLOSED SESSION:

- A.** Contract Negotiations

Motion by Commissioner Warren, second by Commissioner Rinsema-Sybenga, to go into closed session to discuss collective bargaining.

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

Nays: None

MOTION PASSES

Motion by Commissioner Turnquist, second by Commissioner Johnson to come out of closed session.

MOTION PASSES

ADJOURNMENT: The City Commission Meeting adjourned at 8:55 p.m.

Respectfully Submitted,

Ann Marie Meisch, MMC, City Clerk

Date: June 12, 2018
To: Honorable Mayor and City Commissioners
From: Ann Marie Meisch, City Clerk
RE: Professional Services Agreement

SUMMARY OF REQUEST: To approve a professional services agreement for the City Clerk to provide assistance in election administration duties to the City of Roosevelt Park until a new clerk is selected.

FINANCIAL IMPACT: None.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: To approve the Professional Services Agreement between the City Clerk and the City of Roosevelt Park.

CITY OF MUSKEGON, MICHIGAN
ELECTION ADMINISTRATION
PROFESSIONAL SERVICES AGREEMENT

This Agreement for Professional Services ("Agreement") is entered into by and between the City of Muskegon, a Michigan municipal corporation, 933 Terrace Street, Muskegon, MI 49440, ("Muskegon") and the City of Roosevelt Park, ("Client"), a Michigan municipal corporation, whose address is 900 Oakridge Road, Roosevelt Park, MI 49441. Muskegon and Client are individually referred to as a "Party" and may be collectively referenced as the "Parties."

RECITALS AND REPRESENTATIONS

WHEREAS, Muskegon has an experience City Clerk and Deputy City Clerk with staff in-house who have a depth of knowledge and expertise relating to Elections Administration for municipalities that Client does not have.

WHEREAS, Muskegon represents that its City Clerk's Office has the skill, ability, and expertise to perform the services described in this Agreement; and

WHEREAS, Client desires to engage Muskegon's City Clerk's Office, to provide the services described in this Agreement subject to the terms and conditions of the Agreement.

WHEREAS, the parties desire to operate in the spirit of intergovernmental cooperation and Muskegon can provide assistance in Election administration in a cost-effective way;

NOW, THEREFORE, in consideration of the benefits and obligations of this Agreement, the Parties mutually agree as follows:

Services. Muskegon's City Clerk's Office shall provide services to Client, including but not limited to, election administration tasks and duties as described in Exhibit A.

Duration/Termination. Services shall be provided on an as-needed basis, upon request, and only at such time as Muskegon has the resources and the personnel to attend to Client's needs at the time of the request. Muskegon is under no obligation to perform on behalf of the Client and may refuse to perform any services at any time, without notice, in the event that Muskegon is unable to provide members of its City Clerk staff at the time Client is in need of help. Either party may terminate this Agreement at any time upon written notification to the other party, without advanced notice.

Price. Muskegon shall charge and Client shall pay \$80.00 per hour for Muskegon's services. Muskegon shall bill Client upon the completion of a project or on a monthly basis for on-going, longer term projects. Client shall pay bill for services within 30 days of receipt of invoice.

Governing Law. This Agreement is executed in accordance with, shall be governed by, and construed and interpreted in accordance with the laws of the State of Michigan.

Entire Agreement. This Agreement shall constitute the entire agreement, and shall supersede any other agreements, written or oral, that may have been made or entered into, by and between the parties with respect to the subject matter of this Agreement and shall not be modified or amended except in a subsequent writing signed by the party against whom enforcement is sought. All contemporaneous or prior negotiations and representations have been merged into this Agreement.

Counterparts. This Agreement may be executed in counterparts, and each set of duly delivered identical counterparts which includes all signatories shall be deemed to be one original document.

Full Execution. This Agreement requires the signature of both parties. Until fully executed, on a single copy or in counterparts, this Agreement is of no binding force or effect and if not fully executed, this Agreement is void.

Severability. Should any one or more of the provisions of this Agreement be determined to be invalid, unlawful, or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions of this Agreement shall not in any way be impaired or affected.

No Reliance. Each party acknowledges that it has had full opportunity to consult with such legal and financial advisors as it has deemed necessary or advisable in connection with its decision knowingly to enter into this Agreement. Neither party has executed this Agreement in reliance on any representations, warranties, or statements made by the other party hereto other than those expressly set forth herein. Under those circumstances in which both parties to this Agreement are clients of Parmenter O'Toole, the parties have waived the conflict of interest and understand that Parmenter O'Toole is not acting as legal counsel to either party, but rather as scrivener to this agreement with terms agreed upon by both parties.

Assignment or Delegation. Except as otherwise specifically set forth in this Agreement, neither party shall assign all or any portion of its rights and obligations contained in this Agreement without the express prior written approval of the other party, which approval may be withheld in the other party's sole discretion.

Venue. The parties agree that for purposes of any dispute in connection with this agreement, the Muskegon County Circuit Court shall have exclusive personal and subject matter jurisdiction and venue.

Fax or Electronic Signatures. The parties have agreed that electronic or fax copies of the signed Agreement shall constitute a valid, enforceable agreement. Each party will mail originals to the respective party upon their execution of this Agreement.

City of Muskegon

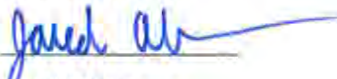
By: _____

Name: Ann Meisch

Title: City Clerk

Date: _____

City of Roosevelt Park

By:  _____

Name: Jared Olson

Title: City Manager

Date: 6/6/2018

Election Administration Tasks/Timeline

Voter Registration

The City of Roosevelt Park should have the QVF Refresh account for Amy Vanderleest disabled immediately. Nancy Buikema should sign up for and receive training for limited use of the Qualified Voter File so that she has the ability to update voter registration records and process absentee ballot applications. City of Muskegon Staff will work with Nancy to accomplish this. The deadline to register to vote for the August 7, 2018 Primary Election is Monday, July 9, 2018.

Council Member Election Packet

The City of Muskegon will prepare a packet that details the filing requirements for Roosevelt Park City Council Candidates. There are two positions to be elected in November 2018. The filing deadline is, per City Charter, Tuesday, July 31, 2018 @ 4:00 p.m. A minimum of 20 and maximum of 40 signatures of qualified registered electors are required on the Non-Partisan Nominating Petitions. An Affidavit of Identity is to be submitted at the same time as petitions. All candidates are subject to Michigan Campaign Finance Rules and must register their committee with the County Clerk. A candidate has 10 days from the date of filing to form their committee and an additional 10 days after forming their committee to file the Statement of Organization. Failure to file in a timely manner will result in late fees.

Council Member Petition Filings

Nominating Petitions and Affidavits of Identity are to be filed with the Roosevelt Park City Hall staff. Upon filing of any petition/affidavit the staff shall immediately notify the Muskegon City Clerk's Office so that the Clerk or Deputy Clerk may immediately review the petition and affidavit for accuracy, completion, and a sufficient number of qualified signatures.

Ballot and Precinct Kit Order

The Muskegon City Clerk staff will determine a sufficient number of absentee and regular precinct ballots to be ordered for the August 7, 2018 Primary Election. Precinct kits will be ordered at the same time.

Election Equipment Firmware Upgrades

The Hart voting equipment was recently put through testing for certification on a couple new features, including the ability to accommodate a 20 inch ballot. The equipment will require firmware upgrades which will be conducted by Hart staff beginning the week of June 11, 2018. City of Muskegon Clerk staff will be available to allow access to the equipment for the upgrades.

Mass AV Application Mailing

Absentee ballot applications are to be mailed to all absent voters for the August 2018 Primary and, if needed, the November 2018 General Election. Hopefully the week of June 4 – very soon!

Election Inspector Training

Election Inspectors will attend mandatory training conducted by Muskegon County. Supplemental Training will be conducted by the Muskegon City Clerk and/or Deputy Clerk.

Election Commission Meeting

Prepare and Post Public Notice – The Election Commission, made up of the City Clerk, City Treasurer, and City Attorney, will need to hold a public meeting to approve the list of election inspectors for the August 7, 2018 Election. The Meeting must be held June 28 and July 17. The notice must be posted but

Conduct Public Accuracy Test

The Public Accuracy Test is supposed to be conducted by the Election Commission, unless there is a resolution on file designating this task. The Public Accuracy test is to be conducted no later than August 2, 2018. It is only necessary to test one precinct. The purpose of the test is to demonstrate that the programming and equipment are working properly. The test chart/deck prepared for the preliminary test are utilized for the Public test. All materials are re-sealed.

Additional Precinct Inspector Training

Any Election Inspectors that are unable to attend training conducted by Muskegon County staff will be invited to one of the training sessions conducted by the City of Muskegon. We will also have a brief meeting with only Roosevelt Park Inspectors to ensure that all are comfortable with the new equipment and to review special circumstances of a primary election.

Delivery of Election Materials to County Clerk on Election Night

City of Muskegon staff will be present at Roosevelt Park at the close of polls to assist in getting all of the correct envelopes to the County for end of the night reporting.

Update Voter History

Voting History must be updated after the election. Most likely, we will update on election night.

Storage of Election Materials for Statutory Retention Period

Envelopes for absentee ballots must be retained for 22 months following the election. Applications for absentee and precinct ballots must be retained for 6 years following the election. Test materials must be retained for 22 months following the election. Ballots delivered to the precinct, used and unused, must be retained for 22 months following the election.

This list is not all-inclusive, we tried to hit the high points but there will be little things that will come up. Nancy is encouraged to call our office with any questions that arise. The more your office staff can do, the more money you will save. We look forward to working with the City of Roosevelt Park until a replacement clerk is selected. After a new clerk is in place, as always, there is no charge for assisting if the time allotted is reasonable and most training takes place at our site.

does not need to be published.

Preparation of Pre-Determined Results Chart and Test Deck Ballots

The City of Muskegon will prepare the chart of predetermined results, utilizing Election Source's ballot chart program. We will also mark the ballots according to the rules as promulgated by the Michigan Bureau of Elections.

Conduct Preliminary Testing

Preliminary testing must be conducted before absentee ballots can be mailed. MOVE ballots must be mailed/emailed by June 23, 2018. The mass AV mailing will take place shortly after.

Receive AV Applications/Send AV Ballots (Mass Mailing)

The initial mailing of absentee ballots will take place the last week of June.

Prepare & Publish (if needed) Notice of Close of Registration

The County of Muskegon will most likely be preparing the Notice of Close of Registration. The Notice must be published by July 2, 2018. The City of Muskegon will proof the Notice for accuracy regarding items pertinent to the City of Roosevelt Park. In the event that the County of Muskegon does not prepare the Notice of Close of Registration, the City will prepare the Notice.

Prepare & Publish (if needed) Notice of Election & Public Accuracy Test

The County of Muskegon will most likely be preparing the Notice of Election & Public Accuracy test. The Notice of Election must be published by July 31, 2018. The Notice of Public Test must be published at least 48 hours before the test. The test must be conducted no later than August 2, 2018. In the event that the County of Muskegon does not prepare the Notice of Election & Public Test, the City will prepare the Notices.

Site Review and Preparation of Polling Places

City of Muskegon staff will conduct an on-site review of the polling places being used for the August 7, 2018 Primary. The purpose is to ensure that there are enough tables, chairs, and voting booths and also to determine the best layout for the polling place for maximum efficiency of processing voters on Election Day. We will also assess the best place to set up for processing of absentee ballots in the precinct. Roosevelt Park has a past practice of processing absentees in the polling place and the election inspectors are seasoned so they will have input on the best set up.

Process Absentee Ballot Applications

As applications for absentee ballots are received on a day-to-day basis, they will need to be "received" and ballots will need to be sent. There are many steps in this process and each one is important. We need to make sure that the person handling the day to day processing of the applications and ballots is proficient in the use of QVF Refresh and that this information is maintained on a regular, daily basis.

Fulfill Requests for Lists of Absent Voters for Candidates

The City of Muskegon will process requests from candidates on the ballot for lists of voters that have been sent a ballot and those that have returned the ballot. Some like to do this every day, others once a week. The City of Muskegon staff will handle requests of this nature on behalf of the City of Roosevelt Park until such time as it is no longer necessary. We will charge the fees prescribed by Roosevelt Park for the lists.

Date: June 12, 2018
To: Honorable Mayor and City Commissioners
From: Ann Meisch, City Clerk
RE: 2018-2019 Michigan Municipal League
Membership Dues

SUMMARY OF REQUEST: Approval to pay the 2018-2019 MML dues in the amount of \$9,967. This is an increase of \$204.

FINANCIAL IMPACT:

MML Dues	\$9,061
Legal Defense Fund	<u>\$ 906</u>
Total	\$9,967

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: Approval.



michigan municipal league

MICHIGAN MUNICIPAL LEAGUE
MEMBERSHIP RENEWAL INVOICE

2018 - 2019

Muskegon

ID: 347

Date: 05/15/2018

Membership Period: 07/01/2018 - 06/30/2019

	<u>Current Balance</u>
* MML Dues	9,061.00
** Legal Defense Fund	906.00
	<u>\$9,967.00</u>

Total Due by July 01, 2018:
\$9,967.00

Please sign, date and return one invoice copy with your payment.

Make checks payable to the Michigan Municipal League and mail to the address below. Thank you.

(Signature)

(Date)

* MML dues include annual subscriptions to *The Review* for your officials at \$12.00 per subscription, which is 50% of the regular subscription rate.

** The Legal Defense Fund is an optional charge. The purpose of the Fund is to provide specialized legal assistance to member municipalities in cases that have significant statewide impact.

See what the League can do for you by visiting www.mml.org

Michigan Municipal League
P.O. Box 7409
Ann Arbor, MI 48107-7409
800-653-2483

Commission Meeting Date: June 12, 2018

Date: June 7, 2018
To: Honorable Mayor and City Commissioners
From: Planning & Economic Development
RE: Request to Rezone 731 Yuba St, 205 E Muskegon Ave, 287 E
Muskegon Ave and 225 Eastern Ave – SECOND READING

SUMMARY OF REQUEST:

Request to rezone these properties from B-4, General Business to I-1, Light Industrial, by Citiparc, LLC. The applicant is seeking the rezoning in order to develop a food processing center.

FINANCIAL IMPACT:

None

BUDGET ACTION REQUIRED:

None

STAFF RECOMMENDATION:

Staff recommend approval of the rezonings.

COMMITTEE RECOMMENDATION:

The Planning Commission will make a recommendation on the request after a public hearing is held on May 21 at a special Planning Commission meeting.

STAFF REPORT

May 21, 2018

Hearing, Case 2018-15: Request to rezone the properties at 731 Yuba St, 205 E Muskegon Ave, 287 E Muskegon Ave and 225 Eastern Ave from B-4, General Business to I-1, Light Industrial by Citiparc, LLC.

SUMMARY

1. The parcels included in this rezoning request were used as the former farmers market site.
2. 731 Yuba St is 2.45 acres, 205 E Muskegon Ave is 2.55 acres, 225 Eastern Ave is 1.59 acres and 287 E Muskegon Ave is 1.48 acres.
3. There are unimproved alleys running through each parcel. Also, the unimproved easement for Rathborne St runs north/south through the properties and the unimproved easement for Muskegon Ave runs east/west through the properties.
4. The applicant is requesting to rezone these parcels so they may develop a food processing center.
5. Please see the enclosed zoning ordinance excerpt on I-1, Light Industrial districts.
6. Notice was mailed to every property owner and tenant within 300 feet. At the time of this writing, staff had not received any comments from the public.

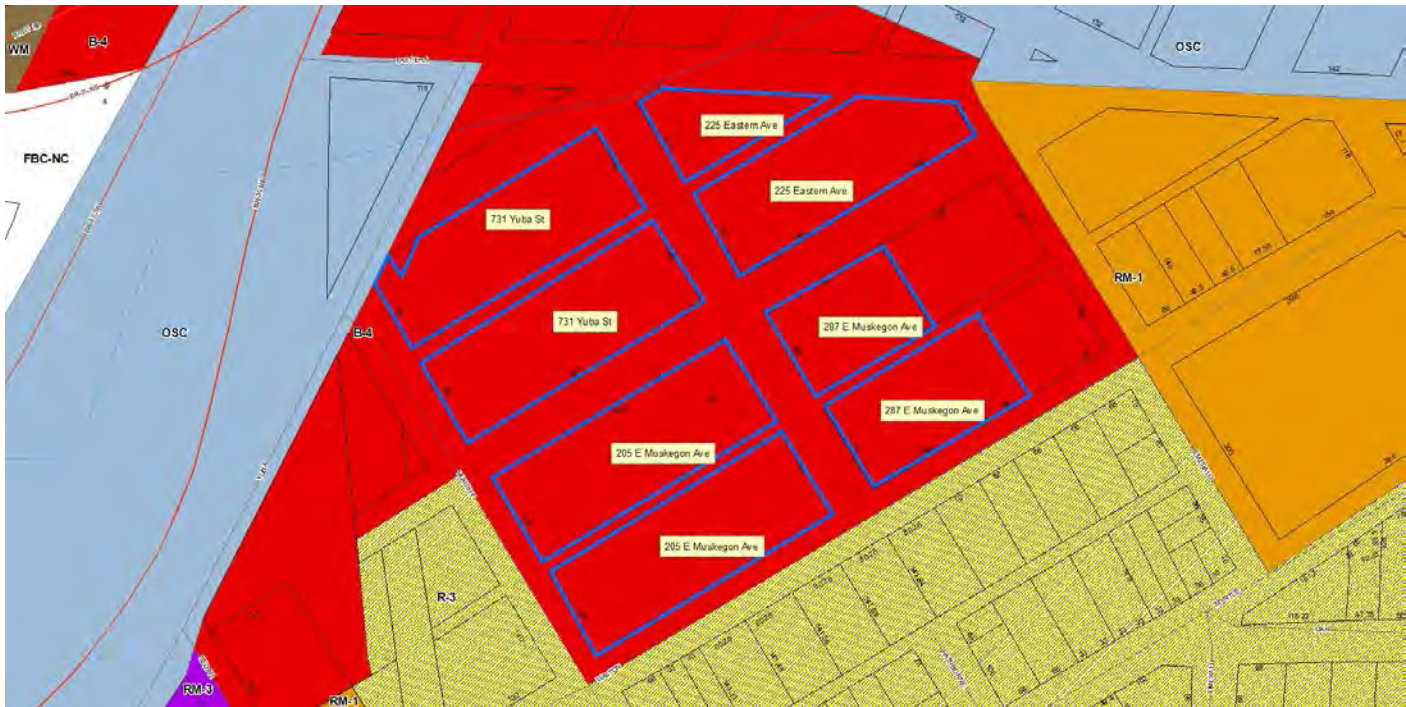
Subject Parcels Looking North from Walton Ave



Aerial Map



Zoning Map



CITY OF MUSKEGON

MUSKEGON COUNTY, MICHIGAN

ORDINANCE NO. _____

An ordinance to amend the zoning map of the City to provide for a zone change for 731 Yuba St, 205 E Muskegon Ave, 287 E Muskegon Ave and 225 E Muskegon Ave from B-4, General Business to I-1, Light Industrial

THE CITY COMMISSION OF THE CITY OF MUSKEGON HEREBY ORDAINS:

The zoning map of the City of Muskegon is hereby amended to change the zoning for 731 Yuba St, 205 E Muskegon Ave, 287 E Muskegon Ave and 225 E Muskegon Ave from B-4, General Business to I-1, Light Industrial.

This ordinance adopted:

Ayes: _____

Nayes: _____

Adoption Date: _____

Effective Date: _____

First Reading: _____

Second Reading: _____

CITY OF MUSKEGON

By: _____

Ann Meisch, MMC
City Clerk

CERTIFICATE (Rezoning of 731 Yuba St, 205 E Muskegon Ave, 287 E Muskegon Ave and 225 E Muskegon Ave from B-4, General Business to I-1, Light Industrial)

The undersigned, being the duly qualified clerk of the City of Muskegon, Muskegon County, Michigan, does hereby certify that the foregoing is a true and complete copy of an ordinance adopted by the City Commission of the City of Muskegon, at a regular meeting of the City Commission on the 12th day of June, 2018, at which meeting a quorum was present and remained throughout, and that the original of said ordinance is on file in the records of the City of Muskegon. I further certify that the meeting was conducted and public notice was given pursuant to and in full compliance with 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: _____, 2018

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 May 22, 2018, the City Commission of the City of Muskegon adopted an ordinance amending the zoning map to provide for the change of zoning for for 731 Yuba St, 205 E Muskegon Ave, 287 E Muskegon Ave and 225 E Muskegon Ave from B-4, General Business to I-1, Light Industrial.

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 _____, 2018

CITY OF MUSKEGON

By _____
Ann Meisch, MMC
City Clerk

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

Account No. 101-80400-5354

I-1 Light Industrial

ARTICLE XIV - I-1 LIGHT INDUSTRIAL DISTRICTS

PREAMBLE

The I-1 Light Industrial Districts are designed so as to permit wholesale, warehousing, and manufacturing facilities whose external, physical effects have a minimum detrimental effect on the adjacent districts. It is the intent of this article to permit, in addition to specific uses enumerated, the manufacturing, compounding, processing, packaging, assembly, and/or treatment of finished or semi-finished products from previously prepared material. The uses permitted are those which meet a higher standard of restrictions than those imposed in the I-2 Zoning District, and shall be of a type other than those which produce hazardous material as defined in the Fire Code.

SECTION 1400: PRINCIPAL USES PERMITTED

All principal uses of land and buildings which are erected or structurally altered or occupied shall be those specified in this article:

1. The manufacture, compounding, processing of food, and pharmaceuticals.
2. The manufacture, compounding, or assembly of products from previously prepared materials, including but not limited to fabrics, glass, leather, paper, metal, or plastics.
3. Machine shops and metal finishing shops, including the incidental of casting of metal products and alloying of furnace ready non-ferrous metals which are free of paint, oils or other organic substances.
4. Crematories.
5. Retail uses which have an industrial character in terms of either their outdoor storage requirements or activities such as: lumber yards or motor vehicle, boat, or implement sales.
6. Storage yards.
7. Warehousing of materials not highly hazardous as defined in the Fire Code.
8. Veterinary clinics and outdoor kennels.
9. Lumber and planing mills.
10. Municipal buildings, public service buildings, auto equipment repair shops doing major repair.

11. Micro breweries, breweries, small wineries, wineries, small distilleries and distilleries. [amended 3/12]
12. Accessory buildings and uses customarily incidental to the above Principal Uses Permitted.
13. Uses similar to the above.

SECTION 1401: SPECIAL LAND USES PERMITTED

The following uses, and their accessory buildings and accessory uses, shall be permitted as a special land use if it is found to meet the standards outlined in Section 2332 of this Ordinance, subject to the applicable conditions imposed by Ordinance and other reasonable conditions imposed by the Planning Commission:

1. Railway or truck freight terminals located more than two hundred (200) feet from any residential district.
2. Freestanding commercial radio, television, and similar transmission towers greater than 175 feet and their attendant facilities.
3. Paint manufacturing.
4. Accessory buildings and accessory uses customarily incidental to any of the above Special Land Uses Permitted.
5. Prisons and other similar correctional facilities.
6. Adult bookstores, adult indoor and outdoor motion picture theaters, and cabarets. Recognizing that because of their nature some uses have objectionable operational characteristics, especially when concentrated in small areas and recognizing that such uses may have a harmful effect on adjacent areas, special regulation of these uses is necessary to insure that these adverse effects will not contribute to the blighting or downgrading of the surrounding neighborhood. These special regulations are as follows:
 - a. No such uses may be permitted in the I-1 Districts within one thousand (1,000) feet if any residential district measured from the lot line of the location of the proposed use.
 - b. The Planning Commission may waive this location provision if the following findings are made:
 - i. That the proposed use will not be contrary to the public interest or injurious to nearby properties and that the spirit and intent of this Ordinance will be observed.

- ii. That the character of the area shall be maintained.
 - iii. That all applicable regulations of this Ordinance will be observed.
 - iv. That no other adult bookstore, adult motion picture theater, or cabaret is located within two thousand (2,000) feet of the proposed location.
- c. Anything herein to the contrary notwithstanding, the Planning Commission shall not consider the waiver of the locational requirements as hereinabove set forth until a petition shall have been filed with the City Clerk and verified as to sufficiency. Such petition shall indicate approval of the proposed regulated use by fifty-one (51) percent or more of the persons owning property within a radius of one thousand (1,000) feet of the location of the proposed use as measured from the lot line. The petitioner, or his agent, shall attempt to contact all eligible property owners within this radius and must maintain a list of all addresses at which no contact was made.
- d. The petition hereafter required shall contain an affidavit signed by the party circulating such petition attesting to the fact that the petition was circulated by him and that the circulator personally witnessed the signatures on the petition and that the same were affixed to the petition by the person whose name appeared thereon, and that the circulator truly believes that the signers of such petition are persons owning property within one thousand (1,000) feet of the premises mentioned in said petition. Such petition shall also comply with other rules and regulations as may be promulgated by the City Commission.
7. Wind Turbine Facilities [amended 10/09].
8. Uses similar to the above Special Land Uses Permitted.

SECTION 1402: PLANNED UNIT DEVELOPMENTS

Planned developments may be allowed by the Planning Commission under the procedural guidelines of Section 2101. The intent of Planned Unit Developments in the I-1 Light Industrial Districts is to allow mixed land uses, which are compatible to each other, while prohibiting uses which would not be compatible or harmonious with other uses permitted in the I-1 District.

SECTION 1403: AREA AND BULK REQUIREMENTS [amended 4/00]

- 1. Minimum lot size: 21,780 sq. feet.
- 2. Maximum lot coverage:
 - Buildings: 85 %
 - Pavement: 25 %

3. Lot width: 100 feet (shall be measured at road frontage unless a cul-de-sac, then measured from setback).
4. Width to depth ratios: The depth of any lot(s) or parcel(s) shall not be more than three (3) times longer its width.
5. Height limit: 3 stories or 50 feet

Height measurement: In the case of a principal building, the vertical distance measured from the average finished grade to the highest point of the roof surface where the building line abuts the front yard, except as follows: to the deck line of mansard roofs, and the average height between eaves and the ridge of gable, hip, and gambrel roofs (see Figure 2-2). If the ground is not entirely level, the grade shall be determined by averaging the elevation of the ground for each face of the building (see Figure 2-4).

6. Front Setbacks: [amended 1/05]

Minimum:

Expressway or Arterial Street: 30 feet

Collector or Major Street: 20 feet

Minor Street: 10 feet

7. Rear setback: 10 feet
8. Setback from the ordinary high water mark or wetland: 75 feet (principal structures only).
9. Side setbacks:
 - 1-story: 10 feet and 20 feet
 - 2-story: 15 feet and 25 feet
 - 3-story: 20 feet and 30 feet

Note, setback measurement: All required setbacks shall be measured from the right-of-way line to the nearest point of the determined drip line of buildings. [amended 10/02]

10. Zero lot line option: New principal buildings may be erected on the rear lot line and/or one side lot line provided: [amended 10/02]
 - a. The building has an approved fire rating for zero-lot line development under the building code.
 - b. The building has adequate fire access preserved pursuant to fire code requirements.
 - c. The zero lot line side is not adjacent to a street.
 - d. A maintenance access easement is granted by the adjacent property owner and

recorded with the County Register of Deeds and provided to the zoning administrator with the site plan or plot plan.

- e. It is not adjacent to wetlands, or waterfront.
11. All required side and rear setbacks shall be landscaped, greenbelt buffers, unless zero-lot-line is employed for a structure or fire access. At least fifty percent of all required front setbacks shall be landscaped and adjacent to the road right-of-way. An average minimum greenbelt of 10 feet shall be maintained along each street frontage. [amended 12/01, amended 10/02]

SECTION 1404: BUSINESS CONDUCT LIMITATION

1. All uses permitted under Section 1400 and 1401 shall be subject to all environmental limitations imposed by this Section, other ordinances, statutes and governmental regulations.
2. Casting of metal parts in shops other than foundries shall be limited so that not more than twenty-five percent (25%) of the aggregate floor area may be used for the casting process.
3. Crematories shall be located not less than two hundred (200) feet from a residential district.
4. Storage yards shall be screened from any adjacent street or non-industrial district by an obscuring fence. This shall not require that parking lots of motor vehicles, boats, or implement sales be screened.
5. No property line of a lumber or planing mill shall be contiguous to the exterior boundary of a Residential District.
6. Uses permitted in the I-1 District shall be those whose finished products are non-hazardous as defined in the Fire Code.
7. Stamping machines, presses, and shears shall be dampened so as not to produce noises and vibrations which conflict with the preamble of this Article.
8. Animals kept for slaughter shall be only that number which will be processed in one day.

Date: 6/12/2018
To: Honorable Mayor and City Commissioners
From: Department of Public Works
RE: Terrace Point Sidewalk

SUMMARY OF REQUEST:

Participate in the funding for adding a 6' wide sidewalk to the northwest side of Terrace Point Road from Shoreline Inn and Marina to Shoreline Drive. There is currently no sidewalk to connect pedestrians between downtown and the commercial hub on the waterfront. The city and Parkland Development will each pay half the cost.

FINANCIAL IMPACT:

\$22,356

BUDGET ACTION REQUIRED:

The project will be added to the non-motorized line in the street funds as part of the 4th quarter reforecast in the 2017/2018 budget.

STAFF RECOMMENDATION:

Approve the expenditure of street funds.

R.A. HOLMES

CONSTRUCTION, INC.

11116 Fitzgerald, Suite A
Nunica, Michigan 49448
(616) 837-7799
Fax (616) 837-9432

Proposal

Date	Proposal #
5/14/2018	10831

Proposal Submitted To:

Parkland Muskegon, Inc.
75 W. Walton Ave
Suite A
Muskegon, Mi. 49440

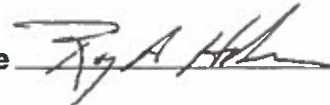
Job Name

Terrace Rd. Wal...

Quantity	Description	Cost	Total
PRELIMINARY PRICING			
	Section A--- From the railroad tracks to the Shoreline Inn		
820	Excavation for sidewalk	21.00	17,220.00
820	Ft. of 5' concrete sidewalk	22.00	18,040.00
4	Curb cuts with ADA plates	600.00	2,400.00
All sidewalks to be on the west side of Terrace Rd. Pricing is subject to change pending City layout All excess soil to stay on site All concrete to 5.5 sack limestone mix Revised 5/30/18 If sidewalk is made 6" wide. Add \$7052 to the total.			
We propose to furnish material and labor in accordance with above specifications, for the sum of Payment to be made as follows: Net 10		Total	\$37,660.00

All material is guaranteed to be as specified. All work to be completed in a substantial workmanlike manner according to specifications submitted per standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance. This proposal may be withdrawn by us if not accepted within 60 days. All permits & fees by others.

Signature _____



Acceptance of Proposal:

Date of Acceptance: _____

Signature _____

Commission Meeting Date: June 12, 2018

Date: June 5, 2018

To: Honorable Mayor and City Commission

From: Community and Neighborhood Services Department (CNS)

RE: 2018 CDBG/HOME Budget Recommendations

SUMMARY OF REQUEST: To approve the 2018 Budget recommendations for CDBG/HOME Allocations.

FINANCIAL IMPACT: To request the Release of Funds from HUD for 2018 CDBG/HOME Allocations.

BUDGET ACTION REQUIRED: To approve the CNS budget for the 2018 CDBG/HOME Allocation.

STAFF RECOMMENDATION: To approve the 2018 CDBG and HOME Budgets for Release of Funds and Environmental Review Process.

COMMITTEE RECOMMENDATION: The Citizens District Council has made their recommendations. (See attached spreadsheet)

CDBG Organization/Agency	Activity	2018 Staff Proposed	CDC 2018 Approved
COM - Finance	Youth Opportunities/Summer Internships	\$ 5,000.00	\$ 55,000.00
COM - CNS	CDBG Admin **	\$ 187,531.34	\$ 187,531.34
COM - CNS	Priority Home Repair	\$ 150,000.00	\$ 125,000.00
COM - CNS	Services Delivery	\$ 75,000.00	\$ 75,000.00
COM - CNS	Residential Façade Program	\$ 50,000.00	\$ 50,000.00
COM - CNS	Senior Pilot Program	\$ -	
COM - Finance	Fire Station Bond Repayment	\$ 133,400.66	\$ 133,400.66
COM - Inspections	Dangerous Bldgs - Demolition	\$ 50,000.00	\$ 50,000.00
COM - Inspections	Dangerous Bldgs - Board-Ups	\$ 10,000.00	\$ 10,000.00
COM - Leisure Services	Youth Recreation*	\$ 90,000.00	\$ 90,000.00
COM - Planning	Code Enforcement Staff	\$ 50,000.00	\$ 25,000.00
COM - Engineering	Smith Ryerson Park	\$ 96,726.00	\$ 96,726.00
COM - Engineering	Neighborhood Beautification - 3rd St Sidewalks	\$ 40,000.00	\$ 40,000.00
TOTAL		\$ 937,658.00	\$ 937,658.00

HOME Organization/Agency	Activity	2018 Staff-CDC Proposed
CHDO Allocation	Housing Affordable Units****	\$ 50,000.00
CHDO Administration	Administration	\$ 5,000.00
COM - CNS	HOME Administration***	\$ 32,768.00
COM - CNS	HOME Rehab Construction *	\$ 239,913.00
TOTAL		\$ 327,681.00

Commission Meeting Date: June 12, 2018

Date: June 5, 2018

To: Honorable Mayor and City Commission

From: Community and Neighborhood Services
Department

RE: Authorization to Sign Community Housing
Development Organization (CHDO) Agreements

SUMMARY OF REQUEST: To direct the Mayor and City Clerk to sign the approved agreement for the City's CHDO reserve and operating funds, for Bethany Housing Ministries, Inc. d/b/a Community enCompass. Community enCompass, has proposed to rehabilitate single-family home, located at 34 E. Isabella Ave in the McLaughlin Neighborhood. The total budget for this project is \$163,600. Community enCompass has requested \$66,650.00, in HOME funds to assist in the completion of this home. This is a continuing partnership between the City and Community enCompass in providing decent affordable homes within the City of Muskegon.

After the Mayor and Clerk sign the contracts, the CNS office will retain one copy of our files and a copy will be supplied to Community enCompass (Bethany Housing Ministries) for their records.

FINANCIAL IMPACT: Funding will be allocated from the HOME program CHDO Reserve and Operating Budgets.

BUDGET ACTION REQUIRED: None

STAFF RECOMMENDATION: To prepare a resolution and direct Mayor and Clerk to sign agreements.

COMMITTEE RECOMMENDATION: None

Date: 6/12/2018
To: Honorable Mayor and City Commissioners
From: Engineering Department
RE: Convention Center Traffic Study

SUMMARY OF REQUEST:

Participate in the funding of a traffic study for the area of downtown impacted by the future convention center. The study will review traffic operations for existing and various proposed conditions.

FINANCIAL IMPACT:

The City will fund the study as part of the design of the convention center and be repaid by the county room tax.

BUDGET ACTION REQUIRED:

None.

STAFF RECOMMENDATION:

Approve the temporary expenditure of public improvement funds.



May 29, 2018

LeighAnn Mikesell
Director of Municipal Services
City of Muskegon
933 Terrace Street
Muskegon, MI 49443

Re: Proposal for Transportation Engineering Services
Convention Center/Proposed Street Closure Impact Study

Dear Ms. Mikesell:

Progressive AE is pleased to submit this proposal for professional transportation engineering services for completing a traffic impact study for the planned new convention center in downtown Muskegon, Michigan. Our understanding of the need for the study is based upon conversations with you and our own background knowledge of the city's surface street system in this area.

UNDERSTANDING OF THE STUDY

Per our discussions and brief review of recent conceptual plans it appears that the layout of the planned downtown convention center is approaching a final stage. That layout calls for the closure of 4th Street between Shoreline Drive and Western Avenue. It is also our understanding that, although completion of the project may not occur until 2020, the closure of this section of 4th Street will likely need to occur when construction starts in late 2018 or early 2019.

In addition to traffic generated by the planned center, concerns have been expressed that closure of this section of 4th Street may have unintended consequences, including potential congestion issues on parallel streets that take on the shifted traffic, or potential loss of business due to reduced downtown accessibility. Therefore, the following sections summarize tasks that will empirically define the current and potential future peak-hour conditions, and to test and identify operational and physical improvements that will allow this downtown subarea to continue to function efficiently in both the short and longer terms.



SCOPE OF BASIC SERVICES

Based upon the above understanding Progressive AE will provide the following scope of services.

Task 1 - Data Collection

Traffic Counts

Progressive AE will collect weekday evening and Saturday peak-hour turning movement counts at the following study area intersections:

- Shoreline Drive/3rd Street
- Shoreline Drive/4th Street
- Shoreline Drive/5th Street
- Shoreline Drive/7th Street
- Western Avenue/3rd Street
- Western Avenue/4th Street
- Western Avenue/5th Street-Robin Bouchard
- Western Avenue/7th Street

Counts will be taken during the weekday evening and mid-day Saturday peak hours when street traffic is typically highest (4:00–6:00 p.m., noon–2:00 p.m.). Counts will be taken in early June, per discussions, to pick up partial seasonal traffic increases.

Progressive AE will also complete on-site observations to view firsthand the existing conditions and gather information regarding speed limits, signal operations, pavement/lane configurations, etc. Current signal timing permits will be obtained from the City of Muskegon and or/Michigan Department of Transportation (MDOT) regarding Shoreline Drive signals.

Task 2 – Existing Conditions Analysis

Base Analysis

Using the data collected in Task 1, Progressive AE will develop the base traffic model and complete capacity calculations and required simulations at the eight study area intersections to define how well they are operating under current weekday peak-hour conditions. SYNCHRO software, that is based upon Highway Capacity software criteria, will be used for these and subsequent capacity analyses. The results of this analysis and the related model simulations will identify existing deficiencies within the study area.

Improvements Sub-analysis

Based upon the above results, Progressive AE will test and provide recommendations, if needed, that will improve existing conditions in the short term. If applicable, these measures will likely come in the form of operational improvements such as signal phasing and/or timing changes, etc. The traffic model will be revised during this testing effort to ensure that any suggested changes improve conditions during both peak-hour periods.

Task 3 - Future Conditions Analyses

This set of analyses will help define the impacts of the proposed convention center and its closure of 4th Street on the eight study area intersections. These future conditions analyses will include several key sub-tasks that will fully assess expected weekday evening and Saturday peak-hour conditions.

2020 Background Analysis: Based upon the growth factor(s) provided by the city and/or MDOT, projected 2020 background volumes will be identified at the eight study area intersections. These base 2020 volumes will then be used in subsequent future conditions analyses.

Trip Generation and Trip Distribution: The number of trips that are expected to be generated by the proposed center will be identified and distributed onto the adjacent street system as applicable based upon current patterns.

Capacity Analyses and Model Simulations:

Unmitigated Conditions: Future conditions capacity analyses will be completed at the study area intersections to identify predicted specific impacts. These analyses will be completed for the two peak periods as noted above. Subsequent simulations will be run to further confirm the calculation findings and potential queuing issues.

Mitigation/Improvements: A subsequent set of capacity analyses will be completed at the eight study area intersections that test and identify appropriate roadway system improvement measures, if applicable, that will allow the above locations to accommodate the expected convention center traffic and the shifted 4th Street traffic in an acceptable manner during peak hours. This assessment will define what type of improvement(s) may be needed; additional/new turn lanes, new street connections, revised/new traffic control devices, etc.

Task 4 – Summary Report

Data collection efforts, analyses findings, and resulting recommendations will be summarized in text and graphic form. Graphics will include the standard subarea study illustrations including existing and projected future traffic volumes and levels of service for each intersection movement.



A draft report will be submitted initially to the city for review and comment. Upon receipt of comments, an electronic copy of the final report will be submitted for use and dispersal to the other entities for their review, if applicable. Synchro model simulation data will also be provided for review.

Task 5 – Meeting/Presentation

The budget outlined below assumes Progressive AE will attend one meeting/presentation during the study process at the direction of staff.

CLARIFICATIONS

Tasks outlined herein will be completed based upon recent scope discussions with the city staff. Revisions to Tasks 1–5 that would create a significant impact to the study findings, and therefore additional analyses, will need to be recognized as additional services. Progressive AE would be able to provide those additional services, such as additional meetings, signal warrant analyses, etc., if they become desired. Upon written request, Progressive AE would provide the additional services and bill for the additional services in accordance with the attached Schedule of Invoice Rates.

SCHEDULE

Task 1 through submittal of the draft report will be completed within four to five weeks of written authorization to proceed. The final report will be submitted within two to three days after receipt of review comments.

PROFESSIONAL COMPENSATION

Based upon the identified scope of services herein, Progressive AE proposes professional compensation to complete Task 1 through Task 5 for a stipulated sum of \$14,490 (fourteen thousand four hundred ninety dollars). Reimbursable expenses, estimated to be \$320 (three hundred twenty dollars), are in addition to the stipulated sum and will be billed in accordance with the attached Schedule of Invoice Rates.

Progressive AE will provide additional services upon written request, such as additional meetings/presentations attendance, the signal warrant analyses, etc., on a time and expense basis to be billed in accordance with the attached Schedule of Invoice Rates.

Terms of this proposal defining project understanding, scope, schedule, clarifications, and professional compensation are incorporated into the Standard Agreement Provisions for Professional Services, which is attached.

Progressive AE has prepared this proposal for the City of Muskegon only and request that it is treated as confidential and not copied or distributed for any reason other than evaluation for our hire.

If this proposal meets with your approval, please sign and return the attached Letter of Intent. Your signature will be our authorization to begin the work and place the project in the firm's schedule.

We are looking forward to working with you and the city on the completion of this downtown convention center subarea study. Please do not hesitate to contact us if you have any questions.

Sincerely,

A handwritten signature in black ink, appearing to read "Peter C. LaMourie", with a long, sweeping horizontal line extending to the right.

Peter C. LaMourie, PE, PTOE
Lead Transportation Engineer

PCL:amd
Enclosure
p:\53766007\wp documents\contract\2018-05-29\muskegon\convention center impact analysis prp.docx

Letter of Intent for Professional Services

It is the intent of the City of Muskegon to engage Progressive AE for transportation engineering services as described in the proposal from Progressive AE dated May 29, 2018.

Progressive AE proposes to complete Task 1 through Task 5 for a stipulated sum of \$14,490 (fourteen thousand four hundred ninety dollars). Reimbursable expenses, estimated to be \$320 (three hundred twenty dollars), are in addition to the stipulated sum and will be billed in accordance with the attached Schedule of Invoice Rates.

Progressive AE will provide additional services upon written request, such as additional meetings/presentations attendance, signal warrant analyses, etc., on a time and expense basis and will bill the City of Fenton in accordance with the attached Schedule of Invoice Rates.

Signature

Print Name

Date

CITY OF MUSKEGON

The parties to this agreement, Progressive AE, Grand Rapids, Michigan, USA, hereinafter called the ENGINEER and City of Muskegon, Muskegon, Michigan, USA, hereinafter called the OWNER, hereby agree to the following conditions:

1. Limit of Scope: The services provided by the ENGINEER shall be limited to those described in the proposal dated May 29, 2018. The parties agree that the terms of the proposal are incorporated herein by reference, and are part of this agreement as if fully set forth herein. If any terms set forth in the proposal are expressly in conflict with the terms hereof, the terms of the proposal shall govern.
2. Changed Conditions: If, during the term of this Agreement, the ENGINEER becomes aware of any circumstances or conditions that were not originally contemplated by or known to the ENGINEER, then to the extent that they affect the scope of services, compensations, schedule, allocation of risks or other material terms of this Agreement, the ENGINEER may call for re-negotiation of appropriate portions of the Agreement. The ENGINEER shall notify the OWNER of the changed conditions necessitating re-negotiation, and the ENGINEER and the OWNER shall promptly and in good faith enter into re-negotiation of this Agreement to address the changed conditions. If terms cannot be agreed to, the parties agree that either party has the absolute right to terminate this Agreement.
3. Additional Services: Additional services not specifically identified in the Scope of Services shall be paid for by the OWNER in addition to the fees previously stated, provided the OWNER authorizes such additional services in writing. Special services will be billed monthly as work progresses and invoices are due upon receipt. If services covered by this agreement have not been completed within four months of the date of this agreement, through no fault of the ENGINEER, extension of the ENGINEER's services beyond that time shall be compensated as additional services.
4. Standard of Care: Professional Services provided by the ENGINEER will be conducted in a manner consistent with that level of care ordinarily and normally exercised by licensed architects and engineers practicing in the State of Michigan. The OWNER and ENGINEER agree that a contingency in the amount of three percent (3%) of the cost of the work be established, as required, for changes that may be required because of possible omissions, ambiguities, or inconsistencies in plans and specifications.
5. Hazardous Materials: The ENGINEER shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site. The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.
6. Opinions of Probable Construction Cost: In providing opinions of probable construction cost, the OWNER understands that the ENGINEER has no control over the cost or availability of labor, equipment or materials, or over market conditions or the Contractor's method of pricing, and that the ENGINEER's opinions of probable construction costs are made on the basis of the ENGINEER's professional judgment and experience. The ENGINEER makes no warranty, express or implied that the bids or the negotiated cost of the Work will not vary from the ENGINEER's opinion of probable construction cost.
7. Schedule for Rendering Services: The ENGINEER shall prepare and submit for OWNER approval a schedule for the performance of the ENGINEER's services. This schedule shall include reasonable allowances for review and approval times required by the OWNER, performance of services by the OWNER's engineers, and review and approval times required by public authorities having jurisdiction over the project. This schedule shall be equitably adjusted as the project progresses, allowing for changes in scope, character or

size of the project requested by the OWNER, or for delays or other causes beyond the ENGINEER's reasonable control.

8. Ownership of Reports, Drawings and Other Materials: The OWNER agrees that all reports, drawings, letters, work sheets, plans, preliminary material tables, supportive data, documents and other materials produced by the ENGINEER in the course of and for the purpose of meeting this contract are the property of the ENGINEER, shall remain in the possession of the ENGINEER and the ENGINEER has and retains all copyrights in such material. Upon execution of this Agreement, the ENGINEER grants to the Owner a nonexclusive license to reproduce the ENGINEER's Instrument of Service solely for the purposes of constructing, using and maintaining the Project provided that the Owner shall comply with all obligations including the prompt payment of all sums when due, under this Agreement.
9. Alteration and Reuse of CAD Information: Because computer aided design/drafting (CAD) information stored in electronic form can be modified by other parties, intentionally or otherwise, without notice or indication of said modifications, the ENGINEER reserves the right to remove all indications of its ownership and/or involvement in the material from each electronic medium not held in its possession. The OWNER may retain copies of the work performed by the ENGINEER in CAD form. Release of electronic media will be by execution of the ENGINEER's Release of Electronic Media Request Form. Copies shall be for information and used by the OWNER for the specific purpose for which the ENGINEER was engaged. Said material shall not be used by the OWNER, or transferred to any other party, for use in other projects, additions to the current project, or any other purpose for which the material was not strictly intended without the ENGINEER's express written permission. Any unauthorized modification or reuse of the materials shall be at the OWNER's sole risk, and the OWNER agrees to defend, indemnify, and hold the ENGINEER harmless, from all claims, injuries, damages, losses, expenses, and attorneys' fees arising out of the unauthorized use or modification of all Project documentation.
10. Payment Terms: Invoices will be submitted by the ENGINEER monthly, are due upon presentation and shall be considered past due if not paid within thirty (30) calendar days of the date of invoice. Invoices past due shall accrue interest at one percent (1%) per month from the original invoice date.
11. Disputed Invoices: If the OWNER objects to any portion of an invoice, the OWNER shall so notify the ENGINEER in writing within ten (10) calendar days of receipt of the invoice. The OWNER shall identify in writing the specific cause of the disagreement and the amount in dispute and shall pay that portion of the invoice not in dispute in accordance with other payment terms of this Agreement. Any dispute over invoiced amounts due which cannot be resolved within ten (10) calendar days after presentation of invoice by direct negotiation between the parties shall be resolved within thirty (30) calendar days in accordance with the Dispute Resolution provision of this Agreement. Interest at one percent (1%) per month shall be paid by the OWNER on all disputed invoice amounts that are subsequently resolved in the ENGINEER's favor and shall be calculated on the unpaid balance from the due date of the invoice.
12. Abandonment of Work: If any work is abandoned or suspended, the ENGINEER shall be paid for services performed prior to receipt of written notice from the OWNER of abandonment or suspension.
13. Errors and Omissions Insurance: The ENGINEER maintains an errors and omissions insurance policy as part of normal business practice. The OWNER agrees to limit the ENGINEER's liability to the OWNER and to all Construction Contractors and Subcontractors on the project due to the ENGINEER's negligent acts, errors, or omissions,

such that the total aggregate liability of the ENGINEER to all those named shall not exceed the amount of \$1,000,000.

14. Indemnification: Subject to the limitation in paragraph 13 above, the ENGINEER agrees to the fullest extent permitted by law, to indemnify and hold harmless the OWNER against damages, liabilities and costs arising from the negligent acts of the ENGINEER in the performance of professional services under this Agreement, to the extent that the ENGINEER is responsible for such damages, liabilities and costs. The ENGINEER shall not be obligated to indemnify the OWNER for the OWNER's own negligence.
15. Consequential Damages: Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither the OWNER nor the ENGINEER, their respective officers, directors, partners, employees, contractors or sub-ENGINEERs shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected in any way to the project or to this Agreement. This mutual waiver of incidental, indirect and consequential damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation or any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict or implied warranty. Both the OWNER and the ENGINEER shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in this project.
16. Dispute Resolution: In an effort to resolve any conflict, the duly authorized representatives of each party will meet together in good faith in an attempt to resolve the conflict. If this attempted resolution fails to resolve the claim or dispute, the parties agree that all claims, disputes, and other matters in question between the parties arising out of or relating to this Agreement or breach thereof first shall be submitted for non-binding mediation to any one of the following, as agreed to by the parties: American Arbitration Association, American Intermediation Service, Americord, Dispute Resolution, Inc., Endispute, or Judicate. The parties hereto agree to fully cooperate and participate in good faith to resolve the dispute(s). The cost of mediation shall be shared equally by the parties hereto. Any time expended in mediation shall not be included in calculating the time for filing arbitration.

If mediation fails to resolve the claim or dispute, the matter shall be submitted to arbitration with the American Arbitration Association under the Construction Industry rules, unless the parties agree otherwise or unless a plaintiff not a party hereto institutes litigation in a court of competent jurisdiction and said court takes personal jurisdiction over one of the parties hereto regarding the same subject matter as in dispute between the parties hereto.

No arbitration arising out of or relating to this Agreement shall include, by consolidation, joinder, or in any other manner, any additional person not a party to this Agreement except by written consent of the parties and such consent to arbitration involving an additional person(s) shall not constitute consent to arbitration of any dispute not described therein. This Agreement to arbitrate and any agreement to arbitrate with an additional person(s) shall be specifically enforceable under the prevailing arbitration law.

The demand for arbitration shall be made within one (1) year of the date the claimant knew or should have known of the existence of the claim, dispute, or other matter but in no event later than 3 years after the date of substantial completion of the project. If the demand for arbitration is not effectuated within such times, the claim, dispute, or other matter shall be forever barred.

The decision rendered by the arbitrators shall be final, and judgement may be entered upon it in accordance with applicable law in any court having jurisdiction thereof. In the event either party makes a claim or brings an arbitration action or lawsuit against the other party

- for any act arising out of the performance of the services hereunder, and the claimant fails to prove such claim or action, then the claimant shall pay all legal and other costs (including attorneys' fees) incurred by the other party in defense of such claim or action.
17. Hiring of Personnel: OWNER may not directly hire any employee of the ENGINEER. OWNER agrees that it shall not, directly or indirectly solicit any employee of the ENGINEER from accepting employment with OWNER, affiliate companies, or competitors of ENGINEER.
 18. Site Signage: The ENGINEER shall be permitted to install on the project premises an exterior sign of not more than 60 square feet for promotional purposes. The location of the sign shall be mutually agreed upon by OWNER and ENGINEER, not to be unreasonably withheld by either.
 19. Means and Methods: The ENGINEER shall not have control over, charge of, or responsibility for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the work, nor shall the ENGINEER be responsible for the constructors failure to perform work in accordance with the contract documents.
 20. Evaluation of Work: The ENGINEER shall have authority to reject work that does not conform to the contract documents, however, the ENGINEER does not have authority to stop work at any time.



Schedule of Invoice Rates - 2018

Hourly Staff Charges

Class 9 Personnel:	Principals	\$195/hour
Class 8 Personnel:	Principals and Senior Project Managers	\$180/hour
Class 7 Personnel:	Senior Project Managers, Architects, Engineers, Landscape Architects, Environmental Analysts and Construction Administrators	\$150/hour
Class 6 Personnel:	Senior Project Managers, Architects, Engineers, Landscape Architects, Environmental Analysts and Construction Administrators	\$125/hour
Class 5 Personnel:	Project Managers, Architects, Engineers, Landscape Architects, Environmental Analysts, Construction Administrators, Designers and Surveyors	\$110/hour
Class 4 Personnel:	Project Managers, Intermediate Architects, Engineers, Designers, Landscape Architects, Environmental Analysts, Construction Administrators and Surveyors	\$90/hour
Class 3 Personnel:	Graduate Architects, Engineers, Designers, Environmental Analysts, Construction Administrators, Technicians and Surveyors	\$80/hour
Class 2 Personnel:	Technicians, Project Assistants, Graduate Architects and Surveyors	\$65/hour
Class 1 Personnel:	Project Assistants and Technicians	\$50/hour

Reimbursable Expenses

1. Fees for securing permits and approvals of authorities having jurisdiction over projects at cost.
2. Outside services, consultants, travel and lodging at cost plus 10%.
3. Copies, telephone, cell phone voice and data charges and office supplies will be charged through a \$25 per month Misc. Office Expense charge. This charge will not be applied to invoices under \$1,000.
4. CAD black/white plotting at 15¢ per square foot; CAD color plotting at 25¢ per square foot; CAD low density color images at 30¢ each; CAD high density color images at 50¢ each; large-format color plotting at \$9 per square foot. Postage, shipping, and lab tests at cost. Files written to CD will be minimum \$100 per drawing or \$500 maximum. Passenger vehicle mileage on projects at the IRS Standard Rate (currently 54.5¢ per mile). Lodging, meals, and airfare at cost. Machine rental GPS at \$250 per day. Traffic Counters at \$60 per count. Surveying supplies at 50¢ per stake.
5. Overtime expenses requiring higher than normal rates if authorized by owner.

Notes:

1. Invoices are due upon receipt. Unpaid invoices shall bear interest at a rate of 1 percent per month if not paid within 30 days of the date of the invoice.
2. Special media requests may be at higher rate.
3. Hourly staff charges and expenses subject to change annually.

STD RATE

January 18, 2018

Progressive AE | 1811 4 Mile Road NE | Grand Rapids, MI 49525 | 616.361.2664 | progressiveae.com

Date: June 12, 2018
To: Honorable Mayor and City Commissioners
From: Ann Marie Meisch, City Clerk
RE: Community Relations Committee Recommendations
for District Library Board

SUMMARY OF REQUEST: To accept with recommendation of the Community Relations Committee to reappoint Clayton Hardiman to the District Library Board.

FINANCIAL IMPACT: None.

BUDGET ACTION REQUIRED: None

STAFF RECOMMENDATION: To accept the recommendation of the Community Relations Committee and reappoint Clayton Hardiman to the District Library Board.

COMMITTEE RECOMMENDATION: Reappoint Clayton Hardiman to the District Library Board.

Date: June 12, 2018
To: Honorable Mayor and City Commissioners
From: Ann Marie Meisch, City Clerk
RE: Disability Pride Day 2018

SUMMARY OF REQUEST: Adopt a proclamation proclaiming June 16, Disability Pride Day 2018.

FINANCIAL IMPACT: None.

BUDGET ACTION REQUIRED: None

STAFF RECOMMENDATION: Approve the proclamation.

City of Muskegon

State of Michigan

PROCLAMATION

Whereas, citizens with disabilities represent all ages, races, gender identities, religions, and economic statuses; and

Whereas, people with disabilities are a vital part of our community; and

Whereas, the City of Muskegon is home to over 7,052 residents with disabilities; and

Whereas, the disability voice and the disability vote are an essential part of making our community strong and inclusive; and

Whereas, Disability Pride Day is an opportunity to gather together to educate our community about the power of disability activism;

Be it therefore resolved that, in celebration of your advocacy and activism, the City of Muskegon acknowledges the value of disabled citizens and we are honored to proclaim June 16, Disability Pride Day 2018.

Stephen J. Gawron
Mayor

Commission Meeting Date: June 12, 2018

Date: June 5, 2018
To: Honorable Mayor and City Commissioners
From: City Manager
RE: Transmittal of 2018-19 Proposed Budget

SUMMARY OF REQUEST: At this time staff is transmitting to the City Commission the proposed budget for fiscal year 2018-19 which starts July 1, 2018. Both hardcopy and electronic versions of the budget have been distributed to Commissioners. Additionally, the budget is available for public inspection on the City's website and at the City Clerk's office.

The proposed budget will be reviewed in detail with staff at the June 11th work session. A public hearing on the budget will be held at the regular Commission meeting the following evening on June 12th. City ordinance requires that the budget be adopted by the Commission on or before the second Commission meeting in June.

FINANCIAL IMPACT: The budget is the City's financial plan for the coming fiscal year.

BUDGET ACTION REQUIRED: None at this time.

STAFF RECOMMENDATION: Approval of the proposed budget for fiscal year 2018-19.

**CITY OF MUSKEGON
RESOLUTION OF APPROPRIATION
2018-19 BUDGET**

WHEREAS, the City Manager has submitted a proposed Budget for 2018-19 in accordance with City Ordinance and Michigan Public Act 621 of 1978 known as the "Uniform Budgeting and Accounting Act"; and,

WHEREAS, the 2018-19 proposed Budget has been reviewed by the City Commission following a public hearing for which due notice was given; NOW, THEREFORE, BE IT RESOLVED that the Budget for the City of Muskegon for the fiscal year beginning July 1, 2018 is hereby determined and adopted as follows:

GENERAL FUND

<u>FUND ACTIVITY NUMBER</u>	<u>FUND/ACTIVITY NAME</u>	<u>AMOUNT</u>
101-10101	City Commission	91,290
101-10102	City Promotions & Public Relations	55,000
101-10145	City Attorney	350,000
101-10172	City Manager	429,299
101-10875	Support to Outside Agencies	430,173
101-10891	Contingency and Bad Debt Expense	100,000
101-20215	City Clerk & Elections	455,048
101-20220	Employee Relations	198,440
101-30202	Finance Administration	578,651
101-30205	Income Tax Administration	349,936
101-30209	Assessing Services	332,000
101-30248	Information Systems Administration	489,914
101-30253	City Treasurer	567,034
101-30851	Insurance Premiums	268,695
101-30906	Debt Retirement	229,750
101-30999	Transfers to Other Funds	820,000
101-40301	Police	10,439,994
101-50336	Fire	3,356,866
101-50338	Central Fire Station	75,000
101-50387	Building Code Inspections and Enforcement	3,193,780
101-60265	City Hall Maintenance	329,502
101-60446	Community Event Support/Downtown BID	103,159
101-60448	Streetlighting	490,000
101-60523	Sanitation	1,849,345
101-60550	Stormwater Management	10,000
101-70276	Cemeteries Maintenance	428,582
101-70751	Parks Maintenance	1,756,158
101-70757	McGraft Park Maintenance	87,576
101-80400	Planning, Zoning and Economic Development	574,189
101-90000	Major Capital Improvements	<u>555,000</u>
	Grand Total General Fund Appropriations	<u>\$28,864,381</u>

OTHER BUDGETED FUNDS

<u>FUND ACTIVITY NUMBER</u>	<u>FUND/ACTIVITY NAME</u>	<u>AMOUNT</u>
202,204	Major Streets and State Trunklines	7,224,695
203	Local Streets	1,917,474
264	Criminal Forfeitures	50,000

BE IT FURTHER RESOLVED that the revenues and other financing sources (including use of prior year balances) for Fiscal Year 2018-19 are estimated as follows:

GENERAL FUND

<u>FUND/ACTIVITY NAME</u>	<u>AMOUNT</u>
Taxes	\$ 16,237,380
Licenses and Permits	3,255,043
Federal Grants	40,000
State Grants	715,000
State Shared Revenue	4,180,392
Charges for Sales & Services	3,405,351
Interest & Operating Transfers	202,000
Fines & Fees	419,500
Other Revenue	<u>419,500</u>
 Total General Fund Revenue	
Appropriations	<u><u>\$28,874,166</u></u>

OTHER BUDGETED FUNDS

<u>FUND ACTIVITY NUMBER</u>	<u>FUND/ACTIVITY NAME</u>	<u>AMOUNT</u>
202,204	Major Streets and State Trunklines	05,157,906
203	Local Streets	1,313,179
264	Criminal Forfeitures	1,400

BE IT FURTHER RESOLVED that the operating expense projections for the following non-budget funds are hereby approved:

<u>FUND ACTIVITY NUMBER</u>	<u>FUND/ACTIVITY NAME</u>	<u>AMOUNT</u>
305	TIFA Debt Service	\$40,000
394	Downtown Development Authority Debt	750,000
290	Local Finance Development Authority Debt	456,100
295	Brownfield Redevelopment Authority (Betten)	30,813
296	Brownfield Redevelopment Authority (Former Mall)	162,000
298	Brownfield Redevelopment Authority (Terrace Point)	200,000
252	Farmers Market & Kitchen 242	219,553
254	L C Walker Arena	1,440,000
404	Public Improvement Fund	2,158,500
482	State Grants Fund	1,028,000
590	Sewer	8,857,900
591	Water	11,007,571
594	Marina/Launch Ramp	277,568
661	Equipment	3,173,982
642	Public Service Building	1,229,217
643	Engineering Services Fund	435,439
677	General Insurance Fund	4,685,656

BE IT FURTHER RESOLVED, that there is hereby appropriated for said fiscal year the several amounts set forth above which, pursuant to the "Uniform Budget and Accounting Act", define the City of Muskegon's appropriation centers, and

BE IT FURTHER RESOLVED, that the City Manager is hereby empowered to transfer appropriations within appropriation centers, and

BE IT FURTHER RESOLVED, that there is hereby levied a general tax as herein fixed on each dollar of taxable valuation for the purposes herein outlined, said levy to be applied on all taxable real and personal property in the City of Muskegon as set forth in the assessment roll dated May 2018:

<u>PURPOSE</u>	<u>MILLAGE (MILLS)</u>
General Operating	10.0000
Sanitation Service	3.0000
Promotion	<u>.0899</u>
Total	13.0899

At a meeting of the City Commission of the City of Muskegon, on the _____ Day of June 2018, the foregoing resolution was moved for adoption by Commissioner _____. Commissioner _____ supported the motion.

Resolution declared adopted.

Mayor

City Clerk

2018-19 Budget and Quarterly Reforecast City of Muskegon

Fiscal Year Beginning July 1, 2018

WATCH MUSKEGON





FY 2018-19 BUDGET MESSAGE

CITY OF MUSKEGON

MAY 25, 2018

Honorable Mayor and Commissioners,

Enclosed is the proposed 2018-19 Budget for the City of Muskegon. Our goal has been to incorporate the priorities of City Commission's ongoing long- and short-term goals, in balance with fiscal sustainability. Staff feels that this proposed budget will meet or exceed your collective expectations. This budget message to give a clear overview of the budget and also highlight key components that Commissioners and the general public will find interesting and informative.

Taxation

The proposed budget leaves the both the property tax and income tax rates unchanged. The City will continue to levy 10 mills for general governmental operations and 3 mills for sanitation services. The City's Promotions and Economic Development millage is capped at \$50,000 in revenue generation; for FY 18-19, this is expected to equal 0.0899 Mills. The local income tax will remain at 1% for residents and 0.5% for non-residents.

Overall property tax collections are up only slightly from FY 2017-18. The proposed budget estimates \$5,589,737 in general government property taxes, as well as \$1,661,588 in property taxes to support the curb-side sanitation system. Income tax receipts continue to be strong. However, because of the potential for market-driven economic volatility, revenues are estimated conservatively at \$8,600,000 for FY 2018-19.

Major General Fund Revenues

The proposed budget identifies \$28,874,166 in total General Fund Revenues. Four main revenue sources collectively account for \$23,386,757 (81%) of the anticipated revenues. Property tax receipts of \$7,251,325 (25%), Income Tax receipts of \$8,600,000 (30%), various State Shared Revenue receipts of \$4,880,432 (17%), and Building Code Inspections/Enforcement/Permitting receipts of \$2,655,000 (9%) combine to fund much of the City's general operations. The General Fund is also project to receive an indirect cost allocation from the City's various governmental and enterprise funds totaling \$1,119,973; no other single source of General Fund revenue is expected to exceed \$1 Million.

Major General Fund Expenses

The proposed budget identifies \$28,864,381 in General Fund expenses; many of which are personnel-related. The City of Muskegon is a service provider, and service provision costs are inherently dominated by personnel-related expenses. Personnel costs generally consist of employee salaries and benefits. The FY 2018-19 budget includes a total of \$20,976,646 in salary and benefit costs. Of those costs, \$14,807,837 are directly accounted for in the General Fund, while the remainder are accounted for in the city's various other funds. Employee salaries and benefits account for 51% of the City's proposed General Fund expenditures.

In addition to personnel-related costs, the proposed FY 2018-19 budget includes nearly \$15 Million in major capital improvements/purchases; \$555,000 of which are included in the General Fund. Major General Fund projects include phase three of the LED streetlight conversion project, parking lot improvements at Smith-Ryerson Park and McGraft Park, and a new roof on the cemetery mausoleum.

The city also engages a number of contractual service providers to provide various services to our community. \$11,925,022 is dedicated to contractual service providers in the proposed General Fund budget. The city's largest General Fund service providers include Muskegon County, SAFEbuilt Inspection Services and Parmenter Law. Collectively, these agencies provide the city with human resources services, assessing services, building code permitting and enforcement services, and general legal counseling.

Pension and Other Post-Employment Benefits

While employee wages are the most expensive portion of the General Fund's salary and benefit costs, employee fringe benefit costs are also significant. Particularly, benefits related to retired/former employees have proven to be very costly. For many years, City employees accrued retirement benefits - pensions, healthcare, and life insurance - which they would have access to after successfully separating from the City's employment. As those benefits accrued, the City's management used licensed actuarial accounting firms to annually determine the appropriate investment levels to fully-fund those accrued employment benefits. Unfortunately, the actuarially-determined cost estimates associated with these pension and healthcare benefits have recently proven to be understated. As such, over the past five fiscal years, contributions to both the pension fund and the retiree healthcare fund have grown significantly. The significant growth in cost/contributions is specifically meant to make up for what appears to be many years of insufficient investments.

City staff has worked diligently over the past decade to reduce cost of retirement-related benefits. Both our pension system and our retiree healthcare system are closed to new hires. The pension system has been closed for more than twelve years, while the retiree healthcare system has been closed to new hires for nearly a decade. Additionally, management and labor

groups have worked to reduce pension costs for active employees by implementing benefit change that shrink actual pension payments to retired employees.

Miscellaneous Budget Highlights

- Both the Major and Local Street Funds continue to see growth in state-shared revenue. The growth predominately relates to changes at the state-level that pushed additional dollars into the Public Act 51 funding formula. Much of the dollars are being dedicated toward two large-scaled projects: the reconstruction of a portion of Laketon Avenue, and the reconstruction of a portion of Lakeshore Drive through downtown Lakeside. It is likely that additional funding will be introduced into the Act 51 funding formula mid-year as well as in subsequent years. However, this additional funding is not considered significant enough to adequately address the City's crumbling street infrastructure.
- The City's various tax-capture funds continue to operate as they have in recent fiscal years. The Smart Zone continues to be a problem to the General Fund, as the tax capture is insufficient to meet the fund's debt obligations. Each of the City's Brownfield Capture areas are performing as expected, with the Terrace Point Brownfield greatly exceeding original tax capture estimates.
- The Downtown Development Authority recently satisfied its only conventional debt obligation. The last debt item on the DDA balance sheets is a \$1 Million loan from Muskegon County that dates back to the late 1980s – no debt payments are planned in FY 2018-19. The DDA will have a tax capture equal to approximately \$800,000. The DDA Board authorized a \$750,000 transfer to the City's Public Improvement Fund to finance improvements at the LC Walker Arena.
- The Marina and Launch Ramp Fund will operate status quo for FY 2018-19, with the exception of some planning work associated with marina dock and building improvements.
- The Water Fund includes a 4% rate increase – the first such increase since 2013. The increase is expected to be the first in a series of 4% increases over the next five years to raise the necessary funds to complete a significant number of improvements at the water filtration plant and replace a number of water mains and residential service connections. More than \$4.1 Million in capital investments are planned for FY 2018-19.
- The Sewer Fund has struggled over that past decade, as a number of large volume employers have ceased operations in the City. Rates have increased in each of the past four fiscal years while City staff works to address significant infrastructure needs. FY 2018-19 includes \$740,000 in sewer-related capital projects.

- The Equipment Fund is an internal service fund that owns/maintains most of the city's equipment (cars, trucks, machinery, etc.). The fund will expend nearly \$1 Million in capital purchase in FY 2018-19, including seven police SUVs, one plow truck, one backhoe, and a number of administrative-related vehicles.
- The Public Improvement Fund will continue to function as that City's capital projects fund. Staff plans to use \$550,000 to either purchase or refurbish one fire truck in FY 2018-19. Funds are also dedicated to five home renovations, building upgrades at City Hall and the LC Walker Arena, playground equipment at Pere Marquette Park, and commercial/industrial demolitions. A total of \$1.6 Million in capital projects are anticipated in the Public Improvement Fund, including \$220,700 in grant funded-projects.

The City's finances remain healthy. This fiscal health is a result of long-term strong fiscal management by staff and policies by elected officials. Muskegon is well-positioned to stand as a leader in community development, urban revitalization, and tourism over the coming years. This proposed budget is an important piece in the effort to build a strong, vibrant, inclusive, city that offers the best quality of life to its residents.

Respectfully Submitted,

A handwritten signature in blue ink, appearing to read 'Frank Peterson', with a stylized, cursive script.

Franklin Peterson
City Manager

A handwritten signature in blue ink, appearing to read 'Elizabeth Lewis', with a stylized, cursive script.

Elizabeth Lewis
Finance Director

City of Muskegon
Your 2018-19 Tax Dollars at Work

Consolidated Budget \$68.5 million

Service Division's



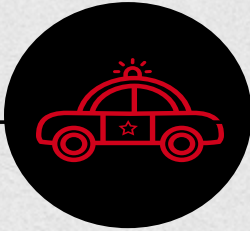
Public Representation

City Commission
City Managers
City Attorneys



Finance and Administration

Finance Administration
Assessing Services
City Treasurer
Income Tax Administration
Information Technology
City Clerk
EEO & Employee Relations



Public Safety

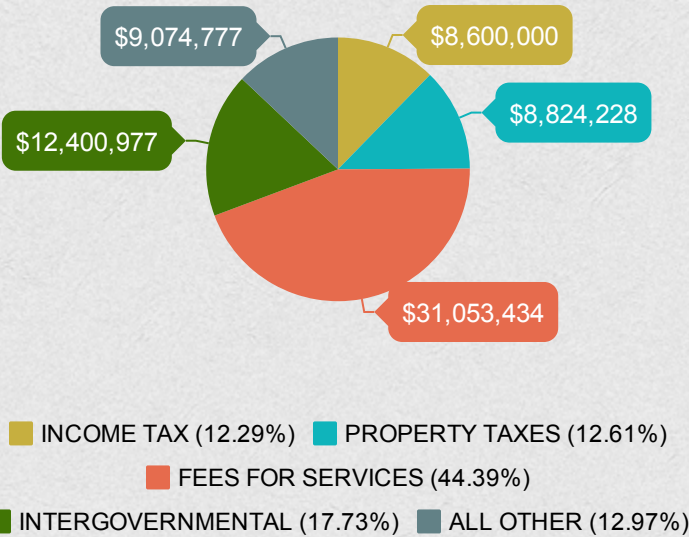
Police Department
Fire Department
SAFEbuilt (contract service)
Building Code Enforcement
Property Maintenance
Code Enforcement



Public Services

Planning Department
Community Development
Department
Public Works Department
Utilities Department
Engineering Department
Administration Department

City-Wide Revenues

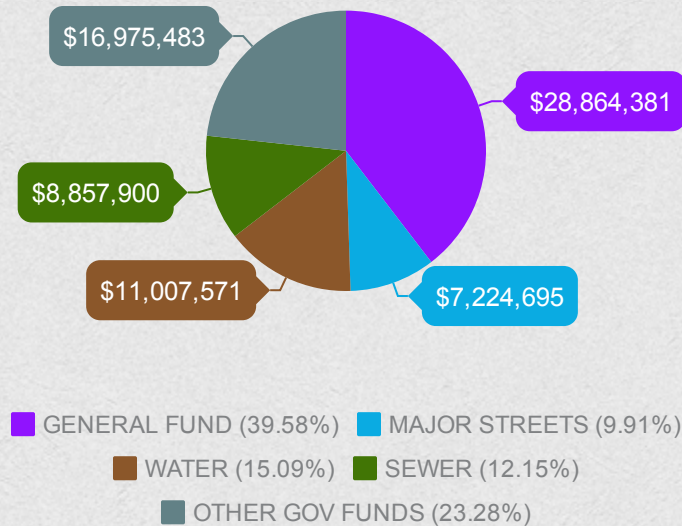


Income and Property Tax

Current Rate	13.0899
Median Home Value	\$67,219
Average Household Pays Per Month	\$37
Resident Income Tax	1.0%
Median Household Income	\$27,573
Average Household Income Tax Payment Per Month	\$22.98
Combined Household Taxes Per Month	\$59.98

source: city-data.com

City-Wide Expenditures



2018 General Fund \$28.9 million

General Fund Revenues are derived primarily from the municipal income tax, property taxes, and intergovernmental revenues.

Public Safety

Police Fire

\$13.7 million

80 Active Police Officers
26 Active Fire Fighters

Building Code Inspections & Enforcement

Permits Neighborhood Revitalization Vacant Buildings

\$3.1 million

1,175 Building Permits Issued
41 Desolate Buildings Removed
169 Million in Construction Value

Parks and Recreation

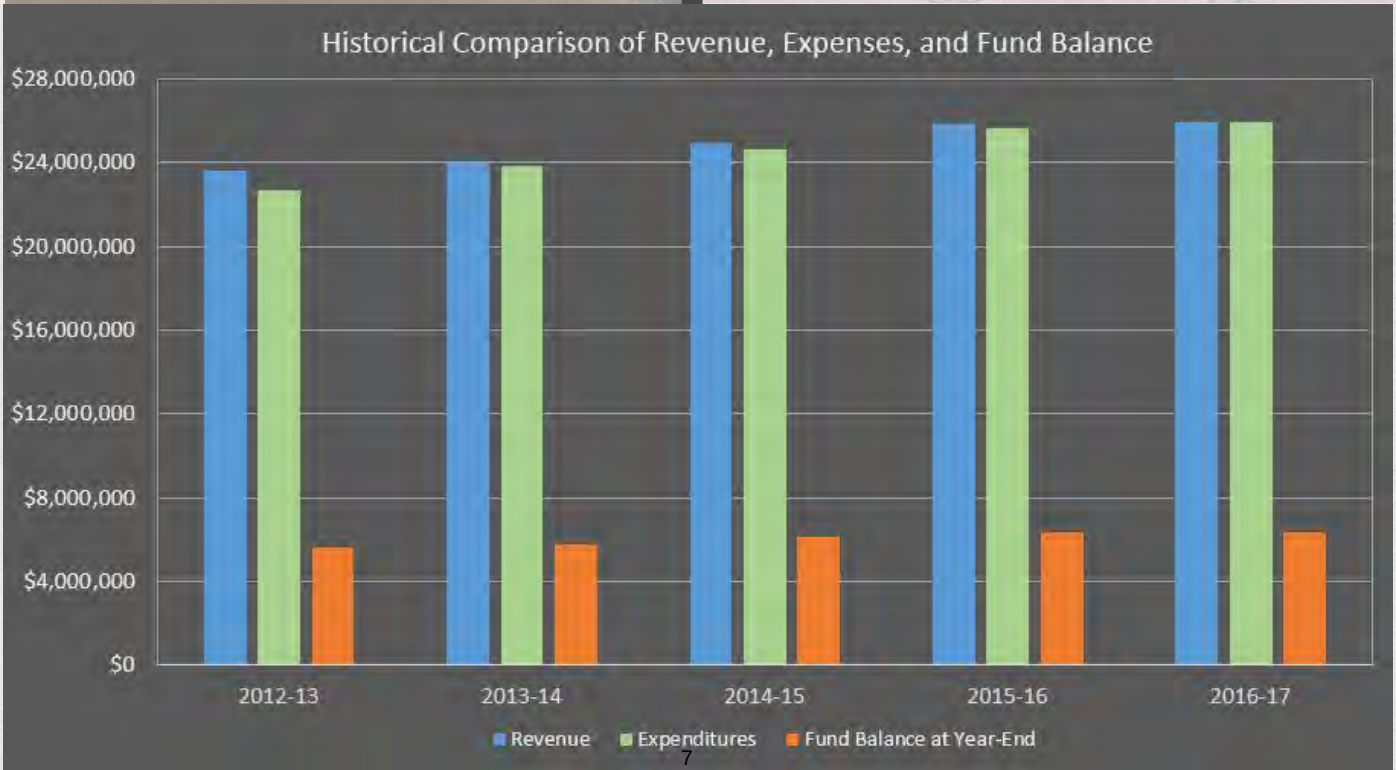
Parks Beaches Trails

\$1.8 million

- 34 parks
- 700 acres of parks
- 10 miles of paved trails

Largest public beach on Lake Michigan

Economic Development



Major Streets Fund

Local Streets Fund

\$5.1 million

\$1.2 million

68 miles of Major Streets

114 miles of Local Streets

9 miles of State Trunk Line

\$5.7 million of Planned Capital Projects

L C Walker Arena

\$1.3 million

49 ticketed events Planned for 2018-19

400,000 Yearly Attendance

Home to:

Muskegon Lumberjacks West Michigan Ironmen

Muskegon Risers Reeths Puffer High School Hockey

Junior Jacks Youth Hockey Peak Performance Academy

Rad Dad's Norton Shores Recreation Hockey

Farmers Market and Kitchen 242

- 15,000 Weekly Summer Visitors
- 100 Seasonal Vendors
- 164 Stalls
- 26 Flea Market Days Per Year
- 110 Farmers Market Days Per Year
- 600 Participants in Kids Power of Produce
- 500 Participants in Senior Power of Produce
- Year round Tasting Station at Saturday Market
- 52 Classes at Kitchen 242 annually
- 100+ hours of usage per month at Kitchen 242
- Open Year Round

Capital Project Funds

\$2.7 million

Public Improvement

State Grants

Recent Projects

- Western Avenue Marketplace
- Midtown Square Housing Project
- Smokestack Demolition (at former Sappi site)
- Rad Dad's at LC Walker Arena
- 50+ Commercial/Industrial/Residential Demolitions
- Housing Rehab - Various Projects
- Liberty Building Redevelopment

\$17.9 million

Enterprise Funds

Water

\$8.6 million

User fees represent 97% of revenue.

46% of user fees are from City residents and 54% are from non residents

Over 90,000 total customers.

13,000 City of Muskegon customers.

40 million gallon capacity.

195 miles of water mains.

\$3.72 million in planned capital projects



Sewer

\$8.9 million

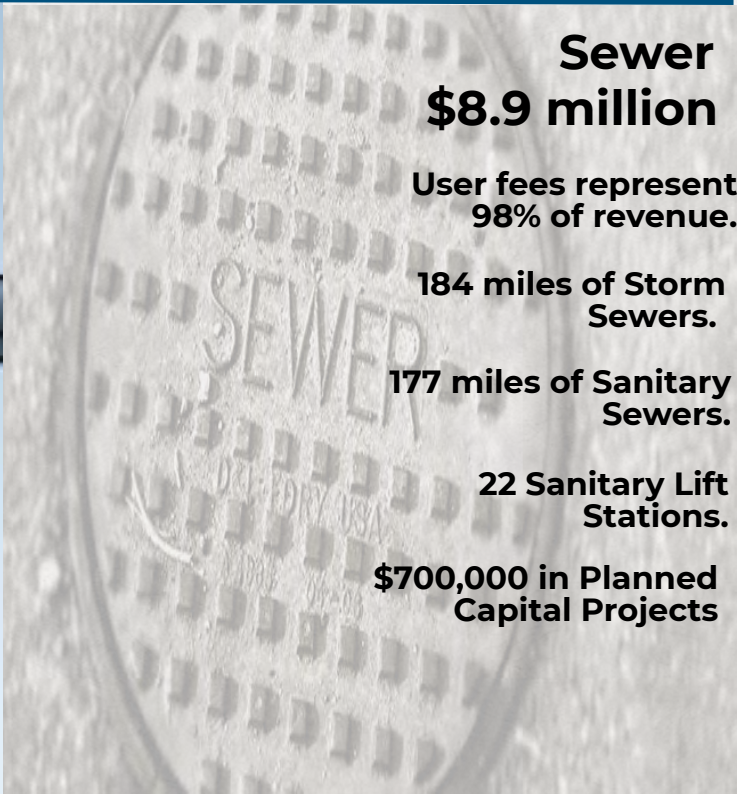
User fees represent 98% of revenue.

184 miles of Storm Sewers.

177 miles of Sanitary Sewers.

22 Sanitary Lift Stations.

\$700,000 in Planned Capital Projects



WATCH MUSKEGON

We're just getting started.



Investing Today for Tomorrow's Expenses

City employees earn retirement benefits today that must be paid in the future. These retiree expense include:



Retirement pensions for police & fire



Retirement pensions for civilian employees



Retiree health insurance

Each year the City contributes to fund these benefits:

Contribution amounts are determined by actuaries.

Contributions are held in trusts.

Funds are invested for greater returns.

Closed to new hires as of 2007

Long-term funding of retiree expenses is difficult to manage because:

Large sum of money owed

Amount needed is always growing

Value of investments is always fluctuating

City is legally obligated to pay costs, per State Charter

The amount of money needed to pay future benefits is difficult to predict because:

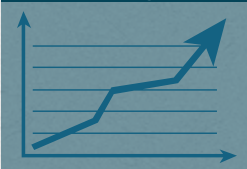
Employees retire at different ages



It is difficult to predict how long a retiree will live



Investment performance can change



When the funds in these trusts are not enough to pay for all of the estimated retiree benefits, an unfunded liability exists. That means additional funding is needed in the future to pay for known and accrued retiree expenses, and other costs that are currently unknown.

Current Unfunded Pension Liabilities **\$23.9 million**

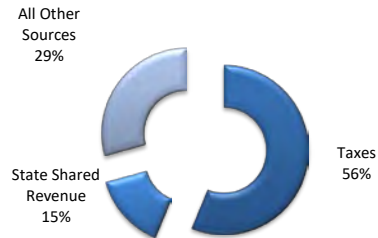
Amount Budgeted for Unfunded Pension Liabilities **\$2.6 million**

Unfunded Pension Liabilities as a Percent of Budget **5.1%**



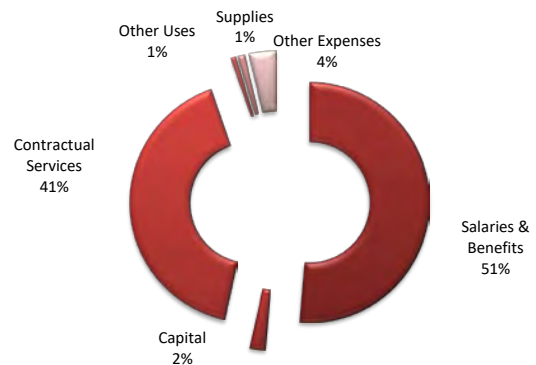
City of Muskegon General Fund

2018-19 GENERAL FUND REVENUES \$28,876,166

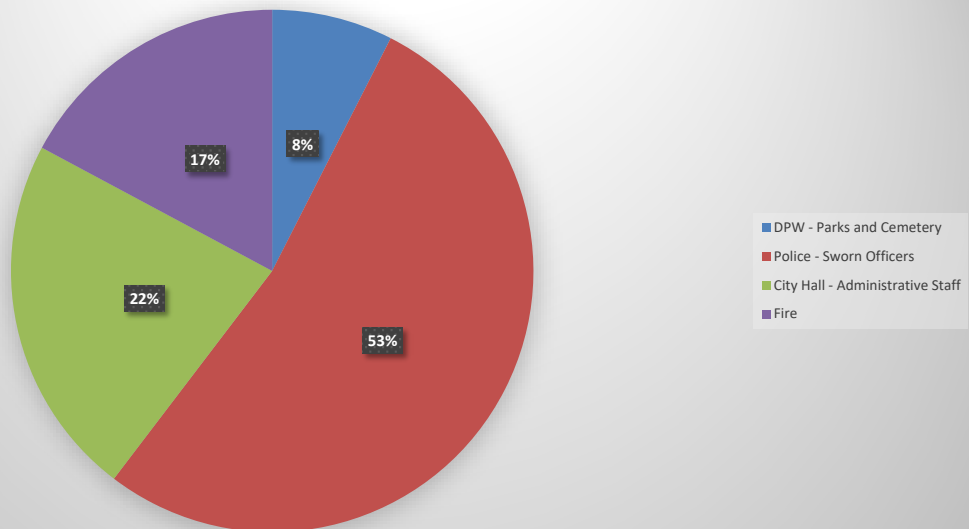


The General Fund is used to account for all revenues and expenditures applicable to the general operations of city government except those required to be accounted for in another fund. General fund revenues are derived primarily from the municipal income tax, property taxes and intergovernmental revenues.

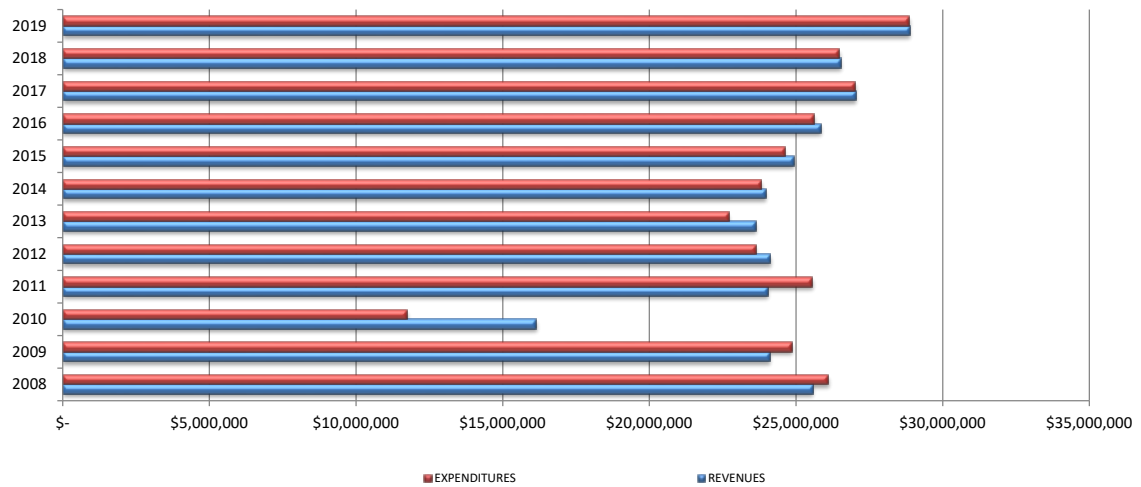
2017-18 GENERAL FUND EXPENSES \$28,864,381



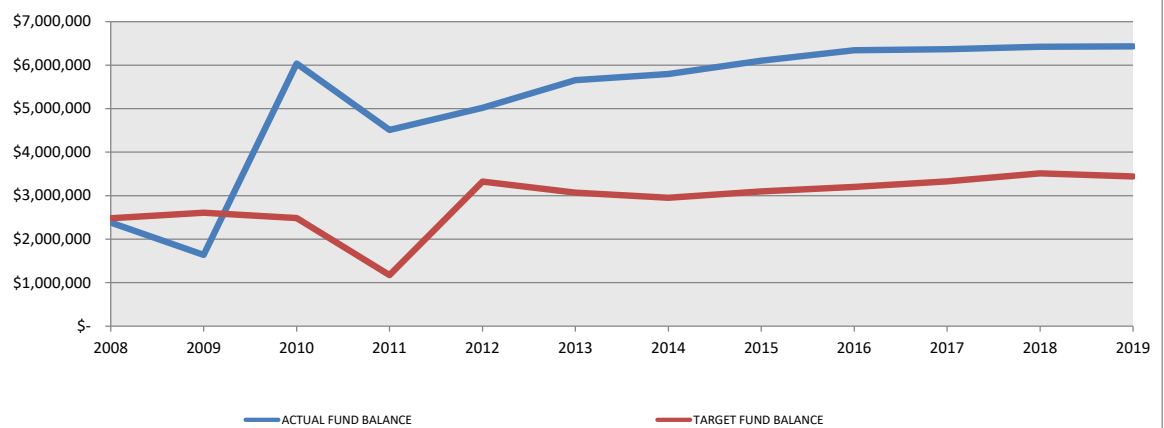
General Fund Budgeted Positions 2018-19



GENERAL FUND REVENUES AND EXPENDITURES



ACTUAL FUND BALANCE VS TARGET



CITY OF MUSKEGON
GENERAL FUND

HISTORICAL SUMMARY

Year	Revenues & Transfers In	Expenditures & Transfers Out	Fund Balance at Year-End
2005	23,732,641	23,658,227	2,519,606
2006	24,669,210	24,498,776	2,690,040
2007	25,031,403	24,800,810	2,920,633
2008	25,563,632	26,100,539	2,383,726
2009	24,105,019	24,850,082	1,638,663
2010*	16,142,764	11,742,973	6,038,454
2010-11	24,029,686	25,556,758	4,511,382
2011-12	24,126,111	23,617,448	5,020,045
2012-13	23,628,096	22,708,893	5,653,558
2013-14	23,960,758	23,818,219	5,796,097
2014-15	24,921,748	24,614,349	6,103,496
2015-16	25,856,247	25,618,086	6,341,657
2016-17	27,051,766	27,025,430	6,367,993
2017-18	26,532,704	26,478,104	6,422,593
Budget Stabilization Fund Balance			\$ 1,700,000
			<u>\$ 8,122,593</u>

FUND BALANCE AT START OF YEAR

Fiscal 2018-19 Budget Summary

MEANS OF FINANCING:

Taxes	16,237,380	56.2%
Licenses and Permits	3,255,043	11.3%
Federal Grants	40,000	0.1%
State Grants	715,000	2.5%
State Shared Revenue	4,180,392	14.5%
Other Charges	3,405,351	11.8%
Fines and Fees	419,500	1.5%
Other Revenue	419,500	1.5%
Other Financing Sources	202,000	0.7%
	<u>28,874,166</u>	100.0%

ESTIMATED REQUIREMENTS:

Wages and Salaries	14,807,837	51.3%
Supplies	608,283	2.1%
Contractual Service	11,925,022	41.3%
Other Expenses	197,675	0.7%
Capital Outlay	275,814	1.0%
Other Financing Uses	1,049,750	3.6%
	<u>28,864,381</u>	100.0%

ESTIMATED FUND BALANCE AT END OF YEAR \$ 8,132,378

% OF ANNUAL EXPENDITURES 28%

OPERATING SURPLUS / (DEFICIT) \$ 9,785

** Six-month transition period to new fiscal year*

BUDGET REPORT FOR CITY OF MUSKEGON

GENERAL FUND 3RD QUARTER 2017-18 REFORECAST AND 2018-19 BUDGET

GL NUMBER AND BUDGET CLASSIFICATION	DESCRIPTION	2015-16 ACTIVITY	2016-17 ACTIVITY	2017-18 ORIGINAL BUDGET	2017-18 AMENDED BUDGET	2017-18 3RD QUARTER REFORECAST	2018-19 RECOMMENDED BUDGET
ESTIMATED REVENUES							
Dept 00000							
101-00000-4100	PROPERTY TAX	5,689,608	5,451,620	5,527,248	5,527,248	5,527,248	5,589,737
101-00000-4102	IN LIEU OF TAX	96,649	103,821	94,000	94,000	94,000	98,587
101-00000-4103	IFT/CFT TAX	99,363	87,752	87,000	87,000	87,000	76,468
101-00000-4104	PROPERTY TAX SANITATION	1,691,947	1,620,586	1,642,724	1,642,724	1,642,724	1,661,588
101-00000-4140	INCOME TAX	8,151,902	8,610,812	8,100,000	8,100,000	8,800,000	8,600,000
101-00000-4161	SPECIAL ASSESSMENTS		343,391	265,000	265,000	265,000	211,000
101-00000-4202	BUSINESS LICENSES & PERMITS	63,182	77,395	70,000	70,000	70,000	75,000
101-00000-4203	LIQUOR LICENSES & TAX REBATE	43,010	45,043	44,603	44,603	45,043	45,043
101-00000-4204	CABLE TV LICENSES OR FEES	372,117	378,955	370,000	370,000	370,000	370,000
101-00000-4205	HOUSING LICENSES	(50)	(611)				
101-00000-4206	INSPECTION FEE	162					
101-00000-4207	CEMETERY-BURIAL PERMITS	81,095	85,137	82,000	82,000	82,000	80,000
101-00000-4208	BUILDING PERMITS	371,693	721,500	500,000	1,000,000	1,450,000	1,800,000
101-00000-4209	ELECTRICAL PERMITS	84,912	140,373	90,000	120,000	200,000	220,000
101-00000-4210	PLUMBING PERMITS	34,317	54,821	34,000	45,000	70,000	80,000
101-00000-4211	HEATING PERMITS	69,071	94,023	75,000	90,000	120,000	130,000
101-00000-4213	RENTAL PROPERTY REGISTRATION	152,268	222,513	160,000	300,000	325,000	350,000
101-00000-4221	VACANT BUILDING FEE	165,590	59,558	150,000	150,000	75,000	75,000
101-00000-4224	TEMPORARY LIQUOR LICENSE	5,780	5,945	5,000	5,000	4,000	5,000
101-00000-4230	MARIHUANA FACILITIES LICENSE						25,000
101-00000-4300	FEDERAL GRANTS	72,521	51,628	59,580	59,580	59,580	40,000
101-00000-4400	STATE GRANTS	91,415	48,025	15,000	15,000	21,000	15,000
101-00000-4405	STATE REPLACEMENT REV FOR PPT	64,536	558,964	558,900	558,900	802,100	700,000
101-00000-4502	STATE SALES TAX CONSTITUTIONAL	2,955,900	3,115,537	2,856,802	2,976,701	2,976,701	3,058,733
101-00000-4503	STATE CVTRS/EVIP PAYMENTS	930,614	930,610	1,116,736	1,116,736	1,141,358	1,121,659
101-00000-4601	CITY SERVICE FOR ENTERPRISE FUNDS	449,292	449,292	482,290	482,290	482,290	482,290
101-00000-4603	TAX COLLECTION FEE	339,353	332,784	327,747	327,747	327,747	327,000
101-00000-4604	GARBAGE COLLECTION	43,614	43,684	41,000	41,000	41,000	41,000
101-00000-4606	ADMINISTRATION FEES	310,000	310,000	310,000	310,000	310,000	310,000
101-00000-4607	REIMBURSEMENT ELECTIONS	26,703	18,151			90	
101-00000-4608	INDIRECT COST ALLOCATION	1,025,618	1,010,456	1,284,986	1,284,986	1,027,986	1,119,973
101-00000-4609	PROCUREMENT CARD REBATE	38,574	43,203	38,500	38,500	48,000	48,000
101-00000-4611	SPECIAL EVENTS REIMBURSEMENT	30,877	52,657	55,000	55,000	55,000	55,000
101-00000-4612	CEMETERY SALE OF LOTS	25,987	21,425	20,000	20,000	27,000	25,000
101-00000-4613	HARBOR TOWN DOCKOMINIUMS						
101-00000-4614	REIMBURSEMENT LOT CLEAN UP	6,131	5,130	5,000	5,000	5,000	2,000
101-00000-4615	POLICE DEPARTMENT INCOME	97,936	112,023	105,000	105,000	105,000	100,000
101-00000-4617	FIRE DEPARTMENT INCOME	4,413	7,520	7,200	7,200	7,200	3,500
101-00000-4619	MISC. SALES AND SERVICES	17,635	22,664	1,500	1,500	1,500	22,000
101-00000-4620	FIRE PROTECTION-STATE PROP	81,250	115,820	116,000	116,000	74,000	74,000
101-00000-4621	ZONING & ENCROACHMENT FEES	11,962	15,155	12,000	12,000	12,000	15,000
101-00000-4622	MISC. CLERK FEES	16,789	13,983	3,000	3,000	8,000	3,000
101-00000-4624	TAX ABATEMENT APPLICATION FEES	600	13,241	3,000	3,000	3,000	3,000
101-00000-4625	MISC. TREAS. FEES	55,948	57,001	60,000	60,000	60,000	55,000
101-00000-4631	REIMBURSEMENT SCHOOL OFFICER	20,867	21,493	22,138	22,138	22,138	22,138
101-00000-4633	OBSOLETE PROPERTY FEES	1,000	3,370				
101-00000-4634	PASSPORTS	27,199	63,157	50,000	50,000	65,000	80,000
101-00000-4635	START UP CHARGE/REFUSE	8,633	6,987	7,000	7,000	7,000	7,000
101-00000-4636	REFUSE BAG & BULK SALES	30,514	32,604	25,000	25,000	25,000	25,000
101-00000-4637	APPLIANCE STICKER	79	50	100	100	100	100
101-00000-4638	MISC. SALES CHARGE/REFUSE			198,000	198,000	198,000	198,000
101-00000-4642	LIEN LOOK UPS	13,795	13,480	12,000	12,000	12,000	12,000
101-00000-4648	FALSE ALARM FEES/POLICE	6,435	3,435	3,000	3,000	7,500	3,500
101-00000-4649	CEMETERY-MISC. INCOME	17,128	17,741	15,000	15,000	15,000	16,000
101-00000-4651	REIMBURSEMENT LOT MOWING	9,728	9,379	7,000	7,000	7,000	5,000
101-00000-4652	MUSK HEIGHTS ZONING	11,095	8,750	6,000	6,000	6,000	6,000
101-00000-4654	FIRE RESPONSE FEE	7,000	6,000	5,000	5,000	8,000	6,000
101-00000-4656	SITE PLAN REVIEW	8,300	5,800	6,000	6,000	6,000	6,000
101-00000-4657	COLUMBARIUM NICHE					1,750	
101-00000-4658	IMPOUND FEES	34,005	35,455	35,000	35,000	35,000	35,000
101-00000-4659	CODE ENFORCEMENT LABOR		3,550			30,000	30,000
101-00000-4660	MISC RECREATION INCOME	5,201	5,766	4,700	4,700	4,700	4,500
101-00000-4661	LEASE GREAT LAKES NAVAL MEMORIAL	7,500		15,000	15,000	15,000	15,000
101-00000-4663	FLEA MARKET AT FARMERS MARKET	25,580					
101-00000-4664	FARMERS MARKET INCOME	70,814					
101-00000-4665	LEASE BILLBOARDS	6,800	6,800	6,800	6,800	6,800	6,800
101-00000-4666	SNOW PLOWING - DOWNTOWN BID		45,000	38,000	48,750	48,750	48,750
101-00000-4669	SMITH RYERSON	15,290	11,552	12,000	12,000	12,000	12,000
101-00000-4670	PICNIC SHELTER	19,213	22,967	22,000	22,000	22,000	22,000
101-00000-4671	MCGRAFT PARK	76,761	62,791	70,000	70,000	70,000	70,000
101-00000-4672	SAFEBUILT LOT MOWING	51,198	43,799	45,000	45,000	6,000	5,000
101-00000-4673	RENTAL - CENTRAL DISPATCH	44,695	30,528	28,500	28,500	28,500	30,000
101-00000-4674	RENTAL - CITY HALL	26,870	20,410	26,000	26,000	10,800	10,800

BUDGET REPORT FOR CITY OF MUSKEGON
GENERAL FUND 3RD QUARTER 2017-18 REFORECAST AND 2018-19 BUDGET

GL NUMBER AND BUDGET CLASSIFICATION	DESCRIPTION	2015-16 ACTIVITY	2016-17 ACTIVITY	2017-18 ORIGINAL BUDGET	2017-18 AMENDED BUDGET	2017-18 3RD QUARTER REFORECAST	2018-19 RECOMMENDED BUDGET
101-00000-4676	SAFE/BUILT - TRASH PICKUP	26,814	38,039	18,000	18,000	7,000	6,000
101-00000-4677	RENT	1,000	400				
101-00000-4678	PLANNING DEPT ENFORCEMENT	2,012	1,650	1,500	1,500	1,500	2,000
101-00000-4679	CODE ENFORCEMENT ADMIN		2,789			35,000	35,000
101-00000-4690	KITCHEN 242 RENTAL	227					
101-00000-4693	FARMERS MARKET EVENT RENTAL		1,000				
101-00000-4694	FARMERS MARKET EBT FEES	3,940	1,095				
101-00000-4701	INCOME TAX-PENALTY & INTEREST	204,792	213,634	200,000	200,000	200,000	200,000
101-00000-4702	DELINQUENT FEES	35,081	42,833	25,000	25,000	20,000	20,000
101-00000-4704	PENALTIES/INTEREST/FINES	1,835	2,005	2,000	2,000	2,000	5,000
101-00000-4706	LATE FEE ON INVOICES OVER 45 DAYS	2,417	5,273	1,500	1,500	1,500	6,000
101-00000-4708	LATE FEE ON RENTAL REGISTRATION					2,000	3,500
101-00000-4751	CIVIL INFRACTIONS	9,890	23,863	11,500	11,500	11,500	15,000
101-00000-4754	TRAFFIC FINES & FEES	73,390	69,609	65,000	65,000	65,000	55,000
101-00000-4755	COURT FEES	129,764	122,757	105,000	105,000	105,000	115,000
101-00000-4800	MISC. & SUNDRY	15,184	13,666	14,000	14,000	14,000	12,000
101-00000-4802	REIMB:DEMOS AND BOARD-UPS	26,353	11,250	25,000	25,000	25,000	25,000
101-00000-4803	CDBG PROGRAM REIMBURSEMENTS	396,487	320,989	325,000	325,000	325,000	300,000
101-00000-4805	CONTRIBUTIONS	7,150	31,619	8,000	8,000	12,000	20,000
101-00000-4806	BIKE/PROPERTY AUCTIONS-POLICE	832	894	1,500	1,500	1,500	1,000
101-00000-4811	FISHERMANS LANDING REIMBURSEMENT	11,320				18,700	17,500
101-00000-4814	PROMOTIONAL PRODUCTS	24,051	14,960	20,000	20,000	10,000	14,500
101-00000-4818	RECOVERY OF BAD DEBT	2,934	1,260	1,500	1,500	1,500	1,000
101-00000-4821	CONTRIBUTIONS/GRANTS	4,500		10,000	10,000	11,000	
101-00000-4825	CONTRIBUTIONS - VETERAN'S PARK MAINT	18,504	21,710	18,500	18,500	18,500	18,500
101-00000-4829	COMMUNITY FOUNDATION GRANT - MCGRAFT PA	5,596	5,734	10,000	10,000	10,000	10,000
101-00000-4832	CONSUMERS ENERGY ESSENTIAL SERVICES	100,000	25,000				
101-00000-4841	GRANT: COMMUNITY FOUNDATION	26,500				0	
101-00000-4902	OP. TRANS FROM SPECIAL REVENUE	153,000	182,650	182,650	182,650	162,000	162,000
101-00000-4903	OP. TRANS FROM DEBT SERVICE	36,000	34,000	40,000	40,000	40,000	40,000
101-00000-4904	OP. TRANS FROM CAPITAL PROJECTS	35,132					
101-00000-4970	INTEREST INCOME	92,890	111,851	12,000	12,000	80,000	
101-00000-4971	GAIN ON INVESTMENT	(7,428)	(184,946)				
101-00000-4980	SALE OF FIXED ASSETS	100	4,950				
Totals for dept 00000 -		25,856,251	27,052,985	26,532,704	27,359,353	28,672,305	28,874,166

TOTAL ESTIMATED REVENUES	25,856,251	27,052,985	26,532,704	27,359,353	28,672,305	28,874,166
---------------------------------	-------------------	-------------------	-------------------	-------------------	-------------------	-------------------

EXPENDITURES							
Dept 10101 - CITY COMMISSION							
5100	SALARIES & BENEFITS	69,531	69,890	75,818	75,818	69,580	73,790
5200	SUPPLIES	9,165	9,409	1,000	1,000	2,000	2,000
5300	CONTRACTUAL SERVICES	12,982	11,746	2,000	2,000	500	1,000
5400	OTHER EXPENSES	2,490	2,936	2,500	2,500	3,000	13,000
5700	CAPITAL OUTLAYS	940	960	1,500	1,500	1,500	1,500
Totals for dept 10101 - CITY COMMISSION		95,108	94,941	82,818	82,818	76,580	91,290

Dept 10102 - CITY PROMOTIONS & PUBLIC RELATIONS							
5200	SUPPLIES	2,104	4,052	4,000	4,000	5,500	5,000
5300	CONTRACTUAL SERVICES	59,380	43,628	46,000	46,000	56,000	50,000
5400	OTHER EXPENSES	2,396	545				
Totals for dept 10102 - CITY PROMOTIONS & PUBLIC RELATIONS		63,880	48,225	50,000	50,000	61,500	55,000

Dept 10145 - CITY ATTORNEY							
5200	SUPPLIES	880	888				
5300	CONTRACTUAL SERVICES	351,108	325,889	350,000	350,000	350,000	350,000
Totals for dept 10145 - CITY ATTORNEY		351,988	326,777	350,000	350,000	350,000	350,000

Dept 10172 - CITY MANAGER							
5100	SALARIES & BENEFITS	239,363	299,333	349,043	349,043	374,274	404,099
5200	SUPPLIES	3,603	1,672	2,000	2,000	4,000	4,000
5300	CONTRACTUAL SERVICES	26,162	22,229	15,000	15,000	15,000	15,000
5400	OTHER EXPENSES	10,627	5,405	3,000	3,000	6,500	5,000
5700	CAPITAL OUTLAYS	204	3,311	2,000	2,000	2,000	1,200
Totals for dept 10172 - CITY MANAGER		279,959	331,950	371,043	371,043	401,774	429,299

Dept 10875 - CONTRIBUTIONS							
5300	CONTRACTUAL SERVICES	273,572	276,643	427,673	427,673	430,173	430,173
5400	OTHER EXPENSES		1,500				
Totals for dept 10875 - CONTRIBUTIONS		273,572	278,143	427,673	427,673	430,173	430,173

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

BUDGET REPORT FOR CITY OF MUSKEGON

GENERAL FUND 3RD QUARTER 2017-18 REFORECAST AND 2018-19 BUDGET

GL NUMBER AND BUDGET CLASSIFICATION	DESCRIPTION	2015-16 ACTIVITY	2016-17 ACTIVITY	2017-18 ORIGINAL BUDGET	2017-18 AMENDED BUDGET	2017-18 3RD QUARTER REFORECAST	2018-19 RECOMMENDED BUDGET
Dept 20215 - CITY CLERK							
5100	SALARIES & BENEFITS	302,054	362,527	362,576	362,576	327,470	372,342
5200	SUPPLIES	32,918	52,306	33,910	33,910	33,910	53,510
5300	CONTRACTUAL SERVICES	23,564	17,389	23,430	23,430	23,430	19,821
5400	OTHER EXPENSES	5,864	4,795	6,875	6,875	6,875	6,875
5700	CAPITAL OUTLAYS	1,594	4,448	2,500	2,500	2,500	2,500
Totals for dept 20215 - CITY CLERK		365,994	441,465	429,291	429,291	394,185	455,048
Dept 20220 - EMPLOYEE RELATIONS (formerly CIVIL SERVICE)							
5100	SALARIES & BENEFITS						69,440
5200	SUPPLIES		424	500	500	500	1,000
5300	CONTRACTUAL SERVICES	114,436	104,418	98,000	98,000	105,000	120,000
5400	OTHER EXPENSES	2,783	2,751	2,800	2,800	6,000	8,000
Totals for dept 20220 - EMPLOYEE RELATIONS		117,219	107,593	101,300	101,300	111,500	198,440
Dept 20228 - AFFIRMATIVE ACTION							
5100	SALARIES & BENEFITS	90,690	71,955				
5200	SUPPLIES	247	771				
5300	CONTRACTUAL SERVICES	1,167	912				
5400	OTHER EXPENSES	2,078	691				
5700	CAPITAL OUTLAYS	59	900				
Totals for dept 20228 - AFFIRMATIVE ACTION		94,241	75,229				
Dept 30202 - FINANCE ADMINISTRATION							
5100	SALARIES & BENEFITS	375,410	495,982	534,332	534,332	520,781	503,419
5200	SUPPLIES	2,874	2,655	3,545	3,545	4,000	4,000
5300	CONTRACTUAL SERVICES	66,241	72,232	67,559	67,559	75,110	66,732
5400	OTHER EXPENSES	550	841	1,650	1,650	750	3,000
5700	CAPITAL OUTLAYS		2,313	2,360	2,360	6,500	1,500
Totals for dept 30202 - FINANCE ADMINISTRATION		445,075	574,023	609,446	609,446	607,141	578,651
Dept 30205 - INCOME TAX							
5100	SALARIES & BENEFITS	229,730	241,206	271,613	271,613	249,938	257,436
5200	SUPPLIES	11,327	11,211	10,760	10,760	10,760	11,760
5300	CONTRACTUAL SERVICES	67,953	86,530	70,550	70,550	70,550	75,740
5400	OTHER EXPENSES	637	317	1,000	1,000	1,000	1,000
5700	CAPITAL OUTLAYS	170	1,392	4,000	4,000	4,000	4,000
Totals for dept 30205 - INCOME TAX		309,817	340,656	357,923	357,923	336,248	349,936
Dept 30209 - CITY ASSESSOR							
5100	SALARIES & BENEFITS	3,245	1,297	4,000	4,000	4,000	4,000
5300	CONTRACTUAL SERVICES	291,100	320,046	328,000	328,000	328,000	328,000
5400	OTHER EXPENSES	311					
Totals for dept 30209 - CITY ASSESSOR		294,656	321,343	332,000	332,000	332,000	332,000
Dept 30248 - INFORMATION SYSTEMS ADMINISTRATION							
5100	SALARIES & BENEFITS	356,094	341,278	403,408	403,408	348,104	382,914
5200	SUPPLIES	582	3,175	5,513	5,513	5,513	1,000
5300	CONTRACTUAL SERVICES	31,192	30,199	34,744	34,744	34,744	34,000
5400	OTHER EXPENSES	5,124	590	12,024	12,024	12,024	12,000
5700	CAPITAL OUTLAYS	66,380	62,671	37,894	37,894	87,894	60,000
Totals for dept 30248 - INFORMATION SYSTEMS ADMINISTRATION		459,372	437,913	493,583	493,583	488,279	489,914
Dept 30253 - CITY TREASURER							
5100	SALARIES & BENEFITS	364,615	393,418	457,259	457,259	337,032	366,412
5200	SUPPLIES	71,970	70,071	81,200	81,200	81,200	81,200
5300	CONTRACTUAL SERVICES	119,861	94,567	112,800	112,800	108,400	112,800
5400	OTHER EXPENSES	823	1,176	1,000	1,000	1,000	1,000
5700	CAPITAL OUTLAYS	1,071	3,828		1,000	4,400	5,622
Totals for dept 30253 - CITY TREASURER		558,340	563,060	652,259	653,259	532,032	567,034
Dept 30805 - L C WALKER ADMINISTRATION							
5300	CONTRACTUAL SERVICES	(409)					
5700	CAPITAL OUTLAYS	1,353					
5900	OTHER FINANCING USES	235,000					
Totals for dept 30805 - L C WALKER ADMINISTRATION		235,944					
Dept 30851 - INSURANCE SERVICES							
5300	CONTRACTUAL SERVICES	261,419	274,472	274,665	274,665	294,534	268,695
Totals for dept 30851 - INSURANCE SERVICES		261,419	274,472	274,665	274,665	294,534	268,695
Dept 30906 - DEBT SERVICE							
5300	CONTRACTUAL SERVICES	750	850				
5900	OTHER FINANCING USES	277,426	243,412	236,100	236,100	236,100	229,750
Totals for dept 30906 - DEBT SERVICE		278,176	244,262	236,100	236,100	236,100	229,750
Dept 30999 - TRANSFERS TO OTHER FUNDS							

BUDGET REPORT FOR CITY OF MUSKEGON
GENERAL FUND 3RD QUARTER 2017-18 REFORECAST AND 2018-19 BUDGET

GL NUMBER AND BUDGET CLASSIFICATION	DESCRIPTION	2015-16 ACTIVITY	2016-17 ACTIVITY	2017-18 ORIGINAL BUDGET	2017-18 AMENDED BUDGET	2017-18 3RD QUARTER REFORECAST	2018-19 RECOMMENDED BUDGET
5900	OTHER FINANCING USES	1,523,164	1,818,000	425,000	425,000	2,050,000	820,000
Totals for dept 30999 - TRANSFERS TO OTHER FUNDS		1,523,164	1,818,000	425,000	425,000	2,050,000	820,000
Dept 40301 - POLICE DEPARTMENT							
5100	SALARIES & BENEFITS	7,938,997	7,978,078	9,161,032	9,161,032	8,318,716	9,361,368
5200	SUPPLIES	87,678	97,976	80,900	80,900	80,900	83,327
5300	CONTRACTUAL SERVICES	904,919	896,114	932,656	932,656	932,656	965,299
5400	OTHER EXPENSES	24,675	25,041	22,500	22,500	84,880	30,000
5700	CAPITAL OUTLAYS	7,063	9,401	2,000	2,000	20,026	
Totals for dept 40301 - POLICE DEPARTMENT		8,963,332	9,006,610	10,199,088	10,199,088	9,437,178	10,439,994
Dept 50336 - FIRE DEPARTMENT							
5100	SALARIES & BENEFITS	3,570,030	3,729,221	2,750,000	2,750,000	3,485,125	1,717,866
5200	SUPPLIES	169,633	138,244	155,000	155,000	155,000	130,000
5300	CONTRACTUAL SERVICES	107,645	123,464	388,200	388,200	125,000	1,500,000
5400	OTHER EXPENSES	3,426	13,579	7,100	7,100	7,100	9,000
5700	CAPITAL OUTLAYS	67,989	105,636	13,000	13,000	30,000	
Totals for dept 50336 - FIRE DEPARTMENT		3,918,723	4,110,144	3,313,300	3,313,300	3,802,225	3,356,866
Dept 50338 - NEW CENTRAL FIRE STATION							
5200	SUPPLIES	3,510					
5300	CONTRACTUAL SERVICES	64,857	76,436	75,000	75,000	75,000	75,000
5700	CAPITAL OUTLAYS	9,602					
Totals for dept 50338 - NEW CENTRAL FIRE STATION		77,969	76,436	75,000	75,000	75,000	75,000
Dept 50387 - BUILDING CODE INSPECTIONS AND ENFORCEMENT							
5100	SALARIES & BENEFITS	1,596					
5200	SUPPLIES	11,404	12,920			14,737	15,180
5300	CONTRACTUAL SERVICES	465,888	840,893	575,000	1,000,000	1,508,800	3,178,600
5400	OTHER EXPENSES	18	205				
5700	CAPITAL OUTLAYS						22,000
Totals for dept 50387 - CODE INSPECTIONS AND ENFORCEMENT		478,906	854,018	575,000	1,000,000	1,523,537	3,193,780
Dept 60265 - CITY HALL MAINTENANCE							
5100	SALARIES & BENEFITS	33,042	36,691	40,275	40,275	37,275	41,002
5200	SUPPLIES	15,841	17,196	17,827	17,827	17,827	18,000
5300	CONTRACTUAL SERVICES	160,963	173,436	212,350	257,350	257,350	260,000
5400	OTHER EXPENSES			500	500	500	500
5700	CAPITAL OUTLAYS	11,425	19,812	5,000	5,000	10,000	10,000
Totals for dept 60265 - CITY HALL MAINTENANCE		221,271	247,135	275,952	320,952	322,952	329,502
Dept 60446 - HIGHWAY NONCHARGEABLE							
5100	SALARIES & BENEFITS	15,154	21,319	56,000	56,000	37,418	41,159
5200	SUPPLIES	787	191	3,000	3,000	12,000	12,000
5300	CONTRACTUAL SERVICES	3,483	12,216	22,000	50,000	50,000	50,000
Totals for dept 60446 - HIGHWAY NONCHARGEABLE		19,424	33,726	81,000	109,000	99,418	103,159
Dept 60448 - STREET LIGHTING							
5200	SUPPLIES	12,900	10,552				
5300	CONTRACTUAL SERVICES	553,843	582,279	515,000	515,000	490,000	490,000
Totals for dept 60448 - STREET LIGHTING		566,743	592,831	515,000	515,000	490,000	490,000
Dept 60523 - SANITATION							
5100	SALARIES & BENEFITS	23,637	26,073	25,117	25,117	26,679	29,345
5300	CONTRACTUAL SERVICES	1,581,755	1,813,870	1,820,000	1,820,000	1,820,000	1,820,000
Totals for dept 60523 - SANITATION		1,605,392	1,839,943	1,845,117	1,845,117	1,846,679	1,849,345
Dept 60550 - STORM WATER MANAGEMENT							
5300	CONTRACTUAL SERVICES	13,755	4,000	10,000	10,000	15,000	10,000
5400	OTHER EXPENSES						
Totals for dept 60550 - STORM WATER MANAGEMENT		13,755	4,000	10,000	10,000	15,000	10,000
Dept 60707 - SENIOR CITIZEN TRANSIT							
5100	SALARIES & BENEFITS		227				
Totals for dept 60707 - SENIOR CITIZEN TRANSIT			227				
Dept 70276 - CEMETERIES							
5100	SALARIES & BENEFITS	76,374	83,930	112,644	112,644	88,182	109,600
5200	SUPPLIES	9,720	8,905	8,600	8,600	8,600	13,600
5300	CONTRACTUAL SERVICES	320,285	293,831	309,113	309,113	290,000	287,182
5400	OTHER EXPENSES	65		300	300	300	300
5700	CAPITAL OUTLAYS		1,170	10,000	10,000	10,000	17,900
Totals for dept 70276 - CEMETERIES		406,444	387,836	440,657	440,657	397,082	428,582
Dept 70357 - GRAFFITI REMOVAL							
5100	SALARIES & BENEFITS	815	554				
5200	SUPPLIES	15	93				

BUDGET REPORT FOR CITY OF MUSKEGON
GENERAL FUND 3RD QUARTER 2017-18 REFORECAST AND 2018-19 BUDGET

GL NUMBER AND BUDGET CLASSIFICATION	DESCRIPTION	2015-16 ACTIVITY	2016-17 ACTIVITY	2017-18 ORIGINAL BUDGET	2017-18 AMENDED BUDGET	2017-18 3RD QUARTER REFORECAST	2018-19 RECOMMENDED BUDGET
5300	CONTRACTUAL SERVICES	271					
Totals for dept 70357 - GRAFFITI REMOVAL		1,101	647				
Dept 70585 - PARKING OPERATIONS							
5100	SALARIES & BENEFITS	2,432	223				
5200	SUPPLIES	225					
5300	CONTRACTUAL SERVICES	2,950	2,499				
Totals for dept 70585 - PARKING OPERATIONS		5,607	2,722				
Dept 70751 - PARKS MAINTENANCE							
5100	SALARIES & BENEFITS	427,561	497,872	645,857	645,857	452,314	684,930
5200	SUPPLIES	85,099	153,296	91,430	91,430	121,002	161,206
5300	CONTRACTUAL SERVICES	766,449	849,488	729,721	728,171	846,692	796,930
5400	OTHER EXPENSES	77		1,000	1,000	1,825	1,000
5700	CAPITAL OUTLAYS	4,912	11,488	5,000	5,000	35,000	112,092
Totals for dept 70751 - PARKS MAINTENANCE		1,284,098	1,512,144	1,473,008	1,471,458	1,456,833	1,756,158
Dept 70757 - MC GRAFT PARK							
5100	SALARIES & BENEFITS	19,806	17,805	22,733	22,733	29,706	32,676
5200	SUPPLIES	6,096	6,266	4,000	4,000	7,217	4,000
5300	CONTRACTUAL SERVICES	30,716	29,876	33,330	34,880	52,720	38,400
5700	CAPITAL OUTLAYS	350		12,000	12,000	12,491	12,500
Totals for dept 70757 - MC GRAFT PARK		56,968	53,947	72,063	73,613	102,134	87,576
Dept 70775 - GENERAL RECREATION							
5200	SUPPLIES		172				
5300	CONTRACTUAL SERVICES	126,580	90,133				
Totals for dept 70775 - GENERAL RECREATION		126,580	90,305				
Dept 70863 - FARMERS & FLEA MARKET							
5100	SALARIES & BENEFITS	49,303					
5200	SUPPLIES	7,501					
5300	CONTRACTUAL SERVICES	119,186					
5700	CAPITAL OUTLAYS	225					
Totals for dept 70863 - FARMERS & FLEA MARKET		176,215					
Dept 70867 - FDA GRANT FARMERS MARKET							
5100	SALARIES & BENEFITS	705					
5200	SUPPLIES	2,117					
5300	CONTRACTUAL SERVICES	9,178					
Totals for dept 70867 - FDA GRANT FARMERS MARKET		12,000					
Dept 80387 - NEIGHBORHOOD & CONSTRUCTION SERVICES							
5100	SALARIES & BENEFITS	151,365	113,562				
5200	SUPPLIES	3,444	2,327				
5300	CONTRACTUAL SERVICES	858,698	970,835	1,229,024	1,229,024	1,229,024	
5400	OTHER EXPENSES	632	3,335				
5700	CAPITAL OUTLAYS	1,922	93				
Totals for dept 80387 - NEIGHBORHOOD & CONSTRUCTION SERVICES		1,016,061	1,090,152	1,229,024	1,229,024	1,229,024	-
Dept 80400 - PLANNING							
5100	SALARIES & BENEFITS	376,324	398,209	468,346	468,346	377,567	397,041
5200	SUPPLIES	3,684	4,355	7,500	7,500	7,500	7,500
5300	CONTRACTUAL SERVICES	27,079	43,819	137,648	137,648	137,648	137,648
5400	OTHER EXPENSES	3,022	1,578	6,000	6,000	6,000	7,000
5700	CAPITAL OUTLAYS	12,158	18,488	13,300	13,300	13,300	25,000
Totals for dept 80400 - PLANNING		422,267	466,449	632,794	632,794	542,015	574,189
Dept 91116 - ADA PROJECT 2011-2012							
5300	CONTRACTUAL SERVICES	291	3,036		20,000	20,000	20,000
Totals for dept 91116 - ADA PROJECT 2011-2012		291	3,036		20,000	20,000	
Dept 91120 - VOIP PHONE SYSTEM							
5700	CAPITAL OUTLAYS	19,400	19,400				
Totals for dept 91120 - VOIP PHONE SYSTEM		19,400	19,400				
Dept 91412 - CITY HALL REPLACEMENT WINDOWS							
5300	CONTRACTUAL SERVICES	5,400	3,591				
Totals for dept 91412 - CITY HALL REPLACEMENT WINDOWS		5,400	3,591				
Dept 91505 - MARSH FIELD BLEACHERS							
5300	CONTRACTUAL SERVICES	23,256					
Totals for dept 91505 - MARSH FIELD BLEACHERS		23,256					
Dept 91508 - LED CONVERSION DOWNTOWN							
5300	CONTRACTUAL SERVICES	114,705	270,000		270,000	270,000	425,000
Totals for dept 91508 - LED CONVERSION DOWNTOWN		114,705	270,000		270,000	270,000	425,000

BUDGET REPORT FOR CITY OF MUSKEGON
GENERAL FUND 3RD QUARTER 2017-18 REFORECAST AND 2018-19 BUDGET

GL NUMBER AND BUDGET CLASSIFICATION	DESCRIPTION	2015-16 ACTIVITY	2016-17 ACTIVITY	2017-18 ORIGINAL BUDGET	2017-18 AMENDED BUDGET	2017-18 3RD QUARTER REFORECAST	2018-19 RECOMMENDED BUDGET
Dept 91512 - KRUSE PARK BOARDWALK REPAIRS							
5300	CONTRACTUAL SERVICES	22,843					
Totals for dept 91512 - KRUSE PARK BOARDWALK REPAIRS		22,843					
Dept 91701 - PARKING LOT@JEFFERSON/WESTERN							
5300	CONTRACTUAL SERVICES		10,351				
Totals for dept 91701 - PARKING LOT@JEFFERSON/WESTERN			10,351				
Dept 91703 - ROOF@ LC WALKER ARENA							
5300	CONTRACTUAL SERVICES		19,700			1,590	
Totals for dept 91703 - ROOF@ LC WALKER ARENA			19,700			1,590	
Dept 91704 - CITY HALL BUILDING WASH							
5300	CONTRACTUAL SERVICES					70,000	
Totals for dept 91704 - CITY HALL BUILDING WASH						70,000	
Dept 91705 - ACTIVE.NET							
5300	CONTRACTUAL SERVICES		13,200		8,000	0	
Totals for dept 91705 - ACTIVE.NET			13,200		8,000	8,000	
Dept 91709 - TELEPHONE SYSTEM UPGRADE							
5700	CAPITAL OUTLAYS		23,508			13,360	
Totals for dept 91709 - TELEPHONE SYSTEM UPGRADE			23,508			13,360	
Dept 91721 - IMAGINE MUSKEGON LAKE							
5300	CONTRACTUAL SERVICES					20,000	
Totals for dept 91721 - IMAGINE MUSKEGON LAKE						20,000	
Dept 91805 - CITY HALL ROOF REPAIR 2018							
5700	CAPITAL OUTLAYS					16,250	
Totals for dept 91805 - CITY HALL ROOF REPAIR 2018						16,250	
Dept 91814 - MCGRAFT PARK - RESURFACING PARKING LOT A							
5300	CONTRACTUAL SERVICES				65,000	0	75,000
Totals for dept 91814 - MCGRAFT PARK - RESURFACING PARKING LOT A					65,000	0	75,000
Dept 91816 - IRRIGATION SYSTEMS , CITY HALL AND OTHER							
5300	CONTRACTUAL SERVICES				40,000	25,000	
Totals for dept 91816 - IRRIGATION SYSTEMS , CITY HALL AND OTHER					40,000	25,000	
Dept 91817 - CENTRAL STATION UPGRADES							
5300	CONTRACTUAL SERVICES				10,000	0	
Totals for dept 91817 - CENTRAL STATION UPGRADES					10,000	0	
Dept 91818 - GIS FOR LAKESIDE							
5300	CONTRACTUAL SERVICES				35,000	0	35,000
Totals for dept 91818 - GIS FOR LAKESIDE					35,000	0	35,000
Dept 99152 - DOJ JAG GRANT MUSKEGON HEIGHTS							
5300	CONTRACTUAL SERVICES	17,363	9,029				
Totals for dept 99152 - DOJ JAG GRANT MUSKEGON HEIGHTS		17,363	9,029				
TOTAL EXPENDITURES		25,628,426	27,025,083	26,030,104	26,977,104	28,585,323	28,864,381
NET OF REVENUES/EXPENDITURES - FUND 101		227,825	27,488	502,600	382,249	86,982	9,785
BEGINNING FUND BALANCE		6,103,495	6,331,308	6,358,804	6,358,804	6,358,804	6,445,786
ENDING FUND BALANCE		6,331,320	6,358,796	6,861,404	6,741,053	6,445,786	6,455,571

BUDGET REPORT FOR CITY OF MUSKEGON

ADDITIONAL DETAIL GENERAL FUND

10875 - Other - Support to Outside Agencies

Agency	Actual FY2017	Original Budget FY2017-18	3rd Quarter Reforecast	Recommended Budget 2018-19
Muskegon Area Transit (MATS)	95,400	99,513	99,513	99,513
Neighborhood Association Grants	44,731	100,000	100,000	100,000
YMCA		20,000	20,000	20,000
Boys & Girls Club		45,000	45,000	45,000
Muskegon Public Schools Youth Recreation		20,000	20,000	20,000
Port City Football		5,000	5,000	5,000
Muskegon Area First	45,560	45,660	45,660	45,660
Veterans Memorial Day Costs	5,558	7,000	7,000	7,000
Downtown Muskegon Now	75,000	75,000	75,000	75,000
West Michigan Lake Hawks			2,500	2,500
Lakeside Business District	2,500	2,500	2,500	2,500
211 Service	2,500	2,500	2,500	2,500
MLK Diversity Program		2,000	2,000	2,000
Muskegon Area Labor Management (MALMC)	1,000	1,000	1,000	1,000
Pound Buddies	2,500	2,500	2,500	2,500
Support to Outside Agencies	274,749	427,673	430,173	430,173

30999 - Transfers to Other Funds

Fund	Actual 2017	Original Budget 2017-18	3rd Quarter Reforecast FY2017-18	Recommended Budget 2018-19
Major Street Fund			200,000	
Local Street Fund			700,000	250,000
Farmers Market Fund	50000	5000	20,000	35,000
L.C. Walker Arena Fund	305000	235000	450,000	235,000
LDFA Debt Service Fund (Smartzone)	275000	0	350,000	300,000
DDA Debt Service Fund	175000	170000	315,000	-
Public Improvement Fund	1000000			
Community Development Block Grant Fund				
Engineering Services Fund	13000	15000	15,000	
General Insurance Fund				
	1818000	425000	2,050,000	820,000

STREET FUNDS

Major Streets and Trunkline Fund

Local Street Fund

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

GL NUMBER AND BUDGET CLASSIFICATION	DESCRIPTION	2015-16 ACTIVITY	2016-17 ACTIVITY	2017-18 ORIGINAL BUDGET	2017-18 AMENDED BUDGET	2017-18 3RD QUARTER REFORECAST	2018-19 RECOMMENDED BUDGET
MAJOR STREETS AND TRUNKLINE FUNDS							
ESTIMATED REVENUES							
Dept 00000							
202-00000-4161	SPECIAL ASSESSMENTS	46,603	33,852	25,000	25,000	25,000	
202-00000-4300	FEDERAL GRANTS	239,952	400,000	1,655,000	1,655,000	895,000	880,000
202-00000-4400	STATE GRANTS	1,898,362					
202-00000-4531	STATE RECEIPT MAJORS	3,015,482	2,909,807	3,420,751	3,420,751	3,900,000	3,921,906
204-00000-4532	STATE RECEIPT TRUNKLINE	171,373	208,128			196,000	196,000
202-00000-4535	LRP LOCAL ROADS PROGRAM	79,920	79,894			79,000	79,000
202-00000-4651	REIMBURSEMENT		33,124				
202-00000-4800	MISC. & SUNDRY	23,320		71,000	71,000	71,000	71,000
202-00000-4802	REIMB:SERVICES RENDERED	47,126	33,787				
202-00000-4805	CONTRIBUTIONS	7,000					
202-00000-4901	OP. TRANSFER FROM GENERAL FUND					200,000	
202-00000-4970	INTEREST INCOME	10,908	9,069	6,000	6,000	6,000	10,000
202-00000-4973	INTEREST ON ASSESSMENTS	1,919	2,169				
Totals for dept 00000 -		5,541,338	3,733,150	5,177,751	5,177,751	5,372,000	5,157,906
TOTAL ESTIMATED REVENUES		5,541,338	3,733,150	5,177,751	5,177,751	5,372,000	5,157,906
EXPENDITURES							
5100	SALARIES & BENEFITS	556,921	508,808	1,012,870	1,012,870	579,268	637,195
5200	SUPPLIES	237,593	267,332	271,000	271,000	271,000	271,000
5300	CONTRACTUAL SERVICES	2,894,407	2,490,835	1,000,000	1,000,000	1,000,000	950,000
5400	OTHER EXPENSES	6,093	1,146	2,000	2,000	2,000	3,500
5900	OTHER FINANCING USES	231,371	680,450	500,000	500,000	500,000	
Totals for dept 60950 - SHOULDER MAINTENANCE		3,926,385	3,948,571	2,785,870	2,785,870	2,352,268	1,861,695
Dept 90011							
5300	CONTRACTUAL SERVICES			800,000	800,000	330,070	1,883,000
Totals for dept 90011 -				800,000	800,000	330,070	1,883,000
Dept 90124 - FOURTH STREET HOUSTON TO MUSKEGON							
5300	CONTRACTUAL SERVICES	96,964	246				
Totals for dept 90124 - FOURTH STREET HOUSTON TO MUSKEGON		96,964	246				
Dept 91115 - SPEED LIMIT EVALUATION							
5300	CONTRACTUAL SERVICES						
Totals for dept 91115 - SPEED LIMIT EVALUATION							
Dept 91208 - LATIMER DR, PORT CITY BLVD TO BLACK CREE							
5300	CONTRACTUAL SERVICES	344,484					
Totals for dept 91208 - LATIMER DR, PORT CITY BLVD TO BLACK CREE		344,484					
Dept 91316 - SHERMAN @ GLENSIDE TRAFFIC SIGNAL							
5300	CONTRACTUAL SERVICES	26,134					
Totals for dept 91316 - SHERMAN @ GLENSIDE TRAFFIC SIGNAL		26,134					
Dept 91318 - GETTY ST , EVANSTON TO APPLE							
5300	CONTRACTUAL SERVICES	842,712	3,096				
Totals for dept 91318 - GETTY ST , EVANSTON TO APPLE		842,712	3,096				
Dept 91323 - APPLE/US31 ON RAMP							
5300	CONTRACTUAL SERVICES						
Totals for dept 91323 - APPLE/US31 ON RAMP							
Dept 91408 - HENRY ST, SHERMAN TO HACKLEY							
5300	CONTRACTUAL SERVICES	149,418					
Totals for dept 91408 - HENRY ST, SHERMAN TO HACKLEY		149,418					
Dept 91411 - US31BR, W SHERMAN TO SHORELINE DR							
5300	CONTRACTUAL SERVICES	30,181					
Totals for dept 91411 - US31BR, W SHERMAN TO SHORELINE DR		30,181					
Dept 91413 - LAKETON AVE - NEVADA TO LAKESHORE DR							
5300	CONTRACTUAL SERVICES	64,552	1,392,408				
Totals for dept 91413 - LAKETON AVE - NEVADA TO LAKESHORE DR		64,552	1,392,408				
Dept 91509 - LAKETON AVE, GETTY ST TO CRESTON							
5300	CONTRACTUAL SERVICES	11,361	41,352	2,250,000	2,250,000	1,350,000	900,000
Totals for dept 91509 - LAKETON AVE, GETTY ST TO CRESTON		11,361	41,352	2,250,000	2,250,000	1,350,000	900,000
Dept 91513 - ROBERTS STREET SIDEWALK							
5300	CONTRACTUAL SERVICES	2,855	12,553				
Totals for dept 91513 - ROBERTS STREET SIDEWALK		2,855	12,553				
Dept 91601 - GLENSIDE - SHERMAN TO GLEN							
5300	CONTRACTUAL SERVICES		294,117			133,000	
Totals for dept 91601 - GLENSIDE - SHERMAN TO GLEN			294,117			133,000	
Dept 91605 - TRAFFIC STUDIES							
5300	CONTRACTUAL SERVICES		3,058				
Totals for dept 91605 - TRAFFIC STUDIES			3,058				
Dept 91702 - BLACK CREEK - SHERMAN TO LATIMER							
5300	CONTRACTUAL SERVICES		2,284			475,000	
Totals for dept 91702 - BLACK CREEK - SHERMAN TO LATIMER			2,284			475,000	
Dept 91711 - LAKESHORE DR, MCCracken TO LAKETON							
5300	CONTRACTUAL SERVICES					140,000	2,580,000
Totals for dept 91711 - LAKESHORE DR, MCCracken TO LAKETON						140,000	2,580,000
Dept 91724 - FRANKLIN, WESTERN MI FRANKIN TO LSD							
5300	CONTRACTUAL SERVICES						
Totals for dept 91724 - FRANKLIN, WESTERN MI FRANKIN TO LSD							

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

GL NUMBER AND BUDGET CLASSIFICATION	DESCRIPTION	2015-16 ACTIVITY	2016-17 ACTIVITY	2017-18 ORIGINAL BUDGET	2017-18 AMENDED BUDGET	2017-18 3RD QUARTER REFORECAST	2018-19 RECOMMENDED BUDGET
Dept 91725 - LAKESHORE, BEACH WILCOX TO WATERWORKS							
5300	CONTRACTUAL SERVICES						
Totals for dept 91725 - LAKESHORE, BEACH WILCOX TO WATERWORKS							
Dept 96021 - BRIDGE INSPECTION							
5300	CONTRACTUAL SERVICES	240	720				
Totals for dept 96021 - BRIDGE INSPECTION		240	720				
Dept 97031							
5300	CONTRACTUAL SERVICES						
Totals for dept 97031 -							
Dept 99118 - MUSKETAWA TRAIL CONNECTOR 1B (KEATING TO							
5300	CONTRACTUAL SERVICES	13,863				205,000	
Totals for dept 99118 - MUSKETAWA TRAIL CONNECTOR 1B (KEATING TO		13,863				205,000	
TOTAL EXPENDITURES		5,314,825	3,948,571	5,835,870	5,835,870	4,985,338	7,224,695
NET OF REVENUES/EXPENDITURES - FUND 202		55,140	(423,549)	(658,119)	(658,119)	386,662	(2,066,789)
BEGINNING FUND BALANCE		2,234,555	2,289,693	1,872,938	1,872,938	1,872,938	2,259,600
FUND BALANCE ADJUSTMENTS			6,790				
ENDING FUND BALANCE		2,289,695	1,872,934	1,214,819	1,214,819	2,259,600	192,811

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

GL NUMBER AND BUDGET CLASSIFICATION	DESCRIPTION	2015-16 ACTIVITY	2016-17 ACTIVITY	2017-18 ORIGINAL BUDGET	2017-18 AMENDED BUDGET	2017-18 3RD QUARTER REFORECAST	2018-19 RECOMMENDED BUDGET
Fund 203 - LOCAL STREETS							
ESTIMATED REVENUES							
Dept 00000							
203-00000-4161	SPECIAL ASSESSMENTS	25,607	17,756	12,500	12,500	12,500	
203-00000-4216	TELECOM FRANCHISE FEES	163,342	159,494	150,000	150,000	150,000	150,000
203-00000-4300	FEDERAL GRANTS			35,000	35,000	35,000	
203-00000-4533	STATE RECEIPT LOCAL	692,280	800,486	889,315	889,315	980,000	1,019,979
203-00000-4535	LRP LOCAL ROADS PROGRAM	22,290	22,315				25,000
203-00000-4800	MISC. & SUNDRY	2,006	1,701	8,000	8,000	8,000	2,000
203-00000-4802	REIMB-SERVICES RENDERED	16,362	14,276				15,000
203-00000-4803	CDBG PROGRAM REIMBURSEMENTS						
203-00000-4900	OPERATING TRANSFERS IN			271,000	271,000	700,000	250,000
203-00000-4902	OP. TRANS FROM SPECIAL REVENUE		450,000				
203-00000-4970	INTEREST INCOME	2,215	1,346	1,200	1,200	1,800	1,200
203-00000-4973	INTEREST ON ASSESSMENTS	5,151	1,640				
Totals for dept 00000 -		929,253	1,469,014	1,367,015	1,367,015	1,887,300	1,313,179
TOTAL ESTIMATED REVENUES		929,253	1,469,014	1,367,015	1,367,015	1,887,300	1,313,179
EXPENDITURES							
5100	SALARIES & BENEFITS	545,552	580,928	640,885	640,885	640,885	704,974
5200	SUPPLIES	121,994	78,181	140,000	140,000	140,000	140,000
5300	CONTRACTUAL SERVICES	676,948	673,437	700,000	700,000	700,000	720,000
5400	OTHER EXPENSES	660	1,312	1,000	1,000	2,000	2,500
Totals for dept 60950 - SHOULDER MAINTENANCE		1,345,154	1,333,858	1,481,885	1,481,885	1,482,885	1,567,474
Dept 90000							
5300	CONTRACTUAL SERVICES					20,000	350,000
Totals for dept 90000 -						20,000	
Dept 91502 - MONROE STREET BETWEEN 4TH AND 5TH							
5300	CONTRACTUAL SERVICES	44,731	14,035				
Totals for dept 91502 - MONROE STREET BETWEEN 4TH AND 5TH		44,731	14,035				
Dept 91510 - ALLEY BETWEEN FOURTH & FIFTH (MUSKEGON/W							
5300	CONTRACTUAL SERVICES	10,348					
Totals for dept 91510 - ALLEY BETWEEN FOURTH & FIFTH (MUSKEGON/W		10,348					
Dept 91609 - HARTFORD, PINE & DIANA WATER MAIN UPGRAD							
5300	CONTRACTUAL SERVICES			100,000	100,000	85,268	
Totals for dept 91609 - HARTFORD, PINE & DIANA WATER MAIN UPGRAD				100,000	100,000	85,268	
TOTAL EXPENDITURES		1,400,233	1,347,893	1,581,885	1,581,885	1,588,153	1,917,474
NET OF REVENUES/EXPENDITURES - FUND 203		(470,980)	121,121	(214,870)	(214,870)	299,147	(604,295)
BEGINNING FUND BALANCE		706,676	235,693	358,653	358,653	358,653	657,800
FUND BALANCE ADJUSTMENTS			1,841				
ENDING FUND BALANCE		235,696	358,655	143,783	143,783	657,800	53,505

SPECIAL REVENUE FUNDS

Farmers Market and Kitchen 242 fund

L C Walker Arena Fund

Criminal Forfeitures Fund

Tree Replacement Fund

Local Development Finance Authority 3

Betten Brownfield Authority

Former Mall Site Brownfield Authority

Terrace Point Brownfield Authority

Budget Stabilization Fund

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

GL NUMBER AND BUDGET CLASSIFICATION	DESCRIPTION	2015-16 ACTIVITY	2016-17 ACTIVITY	2017-18 ORIGINAL BUDGET	2017-18 AMENDED BUDGET	2017-18 3RD QUARTER REFORECAST	2018-19 RECOMMENDED BUDGET
252 - FARMERS MARKET AND KITCHEN 242							
ESTIMATED REVENUES							
Dept 00000							
252-00000-4300	FEDERAL GRANTS		26,268			10,000	
252-00000-4400	STATE GRANTS		121,180		78,820	78,820	
252-00000-4663	FLEA MARKET AT FARMERS MARKET		23,642	20,000	20,000	20,000	23,000
252-00000-4664	FARMERS MARKET INCOME		60,212	75,000	75,000	79,000	70,000
252-00000-4680	ADVERTISING REVENUE		400			550	1,000
252-00000-4690	KITCHEN 242 RENTAL		14,634	37,444	37,444	20,000	25,000
252-00000-4693	FARMERS MARKET EVENT RENTAL		1,500	7,000	7,000	2,500	3,000
252-00000-4694	FARMERS MARKET EBT FEES		2,662	2,500	2,500	4,000	300
252-00000-4696	RETRO MARKET RENTAL FEES		1,250			1,250	1,250
252-00000-4699	FOOD HUB		3,419			35,000	35,000
252-00000-4800	MISC. & SUNDRY		1,278	500	500		
252-00000-4805	CONTRIBUTIONS		5,849			1,000	20,000
252-00000-4814	PROMOTIONAL PRODUCTS		1,807	4,000	4,000	2,000	2,000
252-00000-4845	FUNDRAISING REVENUE		24,386	25,000	25,000	32,000	40,000
252-00000-4901	OP. TRANS FROM GENERAL FUND		50,000	5,000	5,000	20,000	35,000
252-00000-4970	INTEREST INCOME		1			65	50
Totals for dept 00000 -			338,488	176,444	255,264	306,185	255,600
TOTAL ESTIMATED REVENUES			338,488	176,444	255,264	306,185	255,600
EXPENDITURES							
Dept 70863 - FARMERS & FLEA MARKET							
5100	SALARIES & BENEFITS		22,900	15,000	41,000	41,000	75,522
5200	SUPPLIES		14,001	17,900	17,900	17,900	19,650
5300	CONTRACTUAL SERVICES		131,949	149,900	138,400	138,400	121,381
5400	OTHER EXPENSES		2,564	2,000	2,000	2,000	2,000
5700	CAPITAL OUTLAYS		124,579	3,000	3,000	88,703	1,000
Totals for dept 70863 - FARMERS & FLEA MARKET			295,993	187,800	202,300	288,003	219,553
Dept 70867 - FDA GRANT FARMERS MARKET							
5100	SALARIES & BENEFITS		3,864				
5300	CONTRACTUAL SERVICES		22,405			22,996	
Totals for dept 70867 - FDA GRANT FARMERS MARKET			26,269			22,996	
TOTAL EXPENDITURES			322,262	187,800	202,300	310,999	219,553
NET OF REVENUES/EXPENDITURES - FUND 252			16,226	(11,356)	52,964	(4,814)	36,047
BEGINNING FUND BALANCE				16,224	16,224	16,224	11,410
ENDING FUND BALANCE			16,226	4,868	69,188	11,410	69,188

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

GL NUMBER AND BUDGET CLASSIFICATION	DESCRIPTION	2015-16 ACTIVITY	2016-17 ACTIVITY	2017-18 ORIGINAL BUDGET	2017-18 AMENDED BUDGET	2017-18 3RD QUARTER REFORECAST	2018-19 RECOMMENDED BUDGET
Fund 254 - L C WALKER ARENA							
ESTIMATED REVENUES							
Dept 00000							
254-00000-4619	MISC. SALES AND SERVICES	74,747	48,755	10,000	10,000	40,000	50,000
254-00000-4646	PUBLIC SKATING	2,741					
254-00000-4651	REIMBURSEMENT	69,951	59,810				
254-00000-4665	ADVERTISING REVENUE		10,470				7,500
254-00000-4666	PARKING LOT RENTAL - WESTERN AVENUE	558	9,036				
254-00000-4667	PARKING LOT RENTAL	16,935	29,798	22,000	22,000	22,000	22,000
254-00000-4677	RENT	53,761	172,641	109,000	109,000	125,000	215,000
254-00000-4691	ARENA EVENT REVENUE	133,049	194,149	210,000	210,000	275,000	230,000
254-00000-4692	ARENA MAINTENANCE CHARGE	37,500					
254-00000-4695	SHOP RENTAL	2,400	1,800	3,500	3,500	500	1,000
254-00000-4696	CONCESSION NON ALCHOLIC	237,693	247,612	290,000	290,000	250,000	250,000
254-00000-4697	ALCOHOLIC BEVERAGE	136,153	183,682	168,000	168,000	195,000	200,000
254-00000-4698	ICE HOCKEY RENTAL	144,978	161,245	185,000	185,000	165,000	170,000
254-00000-4800	MISC. & SUNDRY	1,198	4,332				3,000
254-00000-4801	CASH OVER/SHORT	(431)	183				
254-00000-4808	SALE OF PROPERTY AND EQUIPMENT	6,313					
254-00000-4901	OP. TRANS FROM GENERAL FUND	485,000	305,000	235,000	235,000	450,000	235,000
254-00000-4904	OP. TRANS FROM CAPITAL PROJECTS	279,832					
254-00000-4970	INTEREST INCOME	528	738				
Totals for dept 00000 -		1,682,906	1,429,251	1,232,500	1,232,500	1,482,500	1,383,500
TOTAL ESTIMATED REVENUES		1,682,906	1,429,251	1,232,500	1,232,500	1,482,500	1,383,500
EXPENDITURES							
Dept 70805 - L C WALKER ARENA							
5200	SUPPLIES	172,307	189,640	170,000	170,000	190,000	190,000
5300	CONTRACTUAL SERVICES	1,069,316	1,192,391	962,000	962,000	1,200,000	1,200,000
5400	OTHER EXPENSES						
5700	CAPITAL OUTLAYS	150,957	101,402	50,000	50,000	110,000	50,000
Totals for dept 70805 - L C WALKER ARENA		1,392,580	1,483,433	1,182,000	1,182,000	1,500,000	1,440,000
Dept 90135 - ANNEX REPAIR							
5700	CAPITAL OUTLAYS	43,300	53,777				
Totals for dept 90135 - ANNEX REPAIR		43,300	53,777				
Dept 93015							
5300	CONTRACTUAL SERVICES		15,750				
Totals for dept 93015 -			15,750				
TOTAL EXPENDITURES		1,435,880	1,552,960	1,182,000	1,182,000	1,500,000	1,440,000
NET OF REVENUES/EXPENDITURES - FUND 254		247,026	(123,709)	50,500	50,500	(17,500)	(56,500)
BEGINNING FUND BALANCE			247,028	123,320	123,320	123,320	105,820
ENDING FUND BALANCE		247,026	123,319	173,820	173,820	105,820	49,320

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

GL NUMBER AND BUDGET CLASSIFICATION	DESCRIPTION	2015-16 ACTIVITY	2016-17 ACTIVITY	2017-18 ORIGINAL BUDGET	2017-18 AMENDED BUDGET	2017-18 3RD QUARTER REFORECAST	2018-19 RECOMMENDED BUDGET
Fund 264 - CRIMINAL FORFEITURES							
ESTIMATED REVENUES							
Dept 00000							
264-00000-4804	CRIMINAL FORFEITURES/POLICE		12,745			900	1,000
264-00000-4970	INTEREST INCOME	759	678	455	455	455	400
Totals for dept 00000 -		759	13,423	455	455	1,355	1,400
TOTAL ESTIMATED REVENUES		759	13,423	455	455	1,355	1,400
EXPENDITURES							
Dept 40333 - POLICE DRUG FORFEITURES							
5700	CAPITAL OUTLAYS	20,258	30,383	46,500	46,500	39,070	50,000
Totals for dept 40333 - POLICE DRUG FORFEITURES		20,258	30,383	46,500	46,500	39,070	50,000
TOTAL EXPENDITURES		20,258	30,383	46,500	46,500	39,070	50,000
NET OF REVENUES/EXPENDITURES - FUND 264		(19,499)	(16,960)	(46,045)	(46,045)	(37,715)	(48,600)
BEGINNING FUND BALANCE		157,146	137,647	120,686	120,686	120,686	74,641
ENDING FUND BALANCE		137,647	120,687	74,641	74,641	74,641	26,041

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

GL NUMBER AND BUDGET CLASSIFICATION	DESCRIPTION	2015-16 ACTIVITY	2016-17 ACTIVITY	2017-18 ORIGINAL BUDGET	2017-18 AMENDED BUDGET	2017-18 3RD QUARTER REFORECAST	2018-19 RECOMMENDED BUDGET
Fund 285 - TREE REPLACEMENT							
ESTIMATED REVENUES							
Dept 00000							
285-00000-4400	STATE GRANTS	1,590	1,302				
285-00000-4800	MISC. & SUNDRY						
285-00000-4802	REIMB:SERVICES RENDERED				5,000	5,000	5,000
285-00000-4805	CONTRIBUTIONS		2,500				
285-00000-4970	INTEREST INCOME	9	5				
Totals for dept 00000 -		1,599	3,807		5,000	5,000	5,000
TOTAL ESTIMATED REVENUES		1,599	3,807		5,000	5,000	5,000
EXPENDITURES							
Dept 70771 - FORESTRY							
5100	SALARIES & BENEFITS		681			670	
5200	SUPPLIES	1,890	2,378			3,500	5,000
5300	CONTRACTUAL SERVICES		471			1,300	
Totals for dept 70771 - FORESTRY		1,890	3,530			5,470	-
TOTAL EXPENDITURES		1,890	3,530			5,470	5,000
NET OF REVENUES/EXPENDITURES - FUND 285		(291)	277		5,000	(470)	-
BEGINNING FUND BALANCE		1,362	1,071	1,350	1,350	1,350	880
ENDING FUND BALANCE		1,071	1,348	1,350	6,350	880	6,350

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

GL NUMBER AND BUDGET CLASSIFICATION	DESCRIPTION	2015-16 ACTIVITY	2016-17 ACTIVITY	2017-18 ORIGINAL BUDGET	2017-18 AMENDED BUDGET	2017-18 3RD QUARTER REFORECAST	2018-19 RECOMMENDED BUDGET
Fund 290 - LOCAL DEVELOPMENT FIN AUTH 3							
ESTIMATED REVENUES							
Dept 00000							
290-00000-4100	PROPERTY TAX	95,372	96,282	96,000	96,000	96,000	96,472
290-00000-4809	REIMBURSEMENT STATE		2,998			2,990	2,950
290-00000-4841	GRANT: COMMUNITY FOUNDATION	75,000	75,000	2,990	2,990	0	
290-00000-4901	OP. TRANS FROM GENERAL FUND	265,000	275,000		275,000	350,000	350,000
290-00000-4970	INTEREST INCOME	87	55	100	100	100	100
Totals for dept 00000 -		435,459	449,335	99,090	374,090	449,090	449,522
TOTAL ESTIMATED REVENUES		435,459	449,335	99,090	374,090	449,090	449,522
EXPENDITURES							
Dept 30906 - DEBT SERVICE							
5900	OTHER FINANCING USES	252,924	247,166	448,925	448,925	448,925	456,100
Totals for dept 30906 - DEBT SERVICE		252,924	247,166	448,925	448,925	448,925	456,100
TOTAL EXPENDITURES		252,924	247,166	448,925	448,925	448,925	456,100
NET OF REVENUES/EXPENDITURES - FUND 290		182,535	202,169	(349,835)	(74,835)	165	(6,578)
BEGINNING FUND BALANCE		(1,470,090)	(1,287,555)	(1,085,387)	(1,085,387)	(1,085,387)	(1,085,222)
ENDING FUND BALANCE		(1,287,555)	(1,085,386)	(1,435,222)	(1,160,222)	(1,085,222)	(1,085,222)

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

GL NUMBER AND BUDGET CLASSIFICATION	DESCRIPTION	2015-16 ACTIVITY	2016-17 ACTIVITY	2017-18 ORIGINAL BUDGET	2017-18 AMENDED BUDGET	2017-18 3RD QUARTER REFORECAST	2018-19 RECOMMENDED BUDGET
Fund 295 - BROWNFIELD AUTHORITY (BETTEN)							
ESTIMATED REVENUES							
Dept 00000							
295-00000-4100	PROPERTY TAX	130,985	131,258	131,000	131,000	134,385	134,385
295-00000-4809	REIMBURSEMENT STATE	5,570	6,401	6,400	6,400	6,400	6,400
295-00000-4970	INTEREST INCOME	274	81	300	300	300	100
Totals for dept 00000 -		136,829	137,740	137,700	137,700	141,085	140,885
TOTAL ESTIMATED REVENUES		136,829	137,740	137,700	137,700	141,085	140,885
EXPENDITURES							
Dept 30906 - DEBT SERVICE							
5300	CONTRACTUAL SERVICES	(7,803)					
5900	OTHER FINANCING USES	42,499	38,728			34,834	30,813
Totals for dept 30906 - DEBT SERVICE		34,696	38,728			34,834	30,813
Dept 70808 - MAREC BUILDING							
5900	OTHER FINANCING USES			158,000	158,000	0	
Totals for dept 70808 - MAREC BUILDING				158,000	158,000	0	-
TOTAL EXPENDITURES		34,696	38,728	158,000	158,000	34,834	30,813
NET OF REVENUES/EXPENDITURES - FUND 295		102,133	99,012	(20,300)	(20,300)	106,251	110,072
BEGINNING FUND BALANCE		(1,252,553)	(1,150,420)	(1,051,409)	(1,051,409)	(1,051,409)	(945,158)
ENDING FUND BALANCE		(1,150,420)	(1,051,408)	(1,071,709)	(1,071,709)	(945,158)	(835,086)

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

GL NUMBER AND BUDGET CLASSIFICATION	DESCRIPTION	2015-16 ACTIVITY	2016-17 ACTIVITY	2017-18 ORIGINAL BUDGET	2017-18 AMENDED BUDGET	2017-18 3RD QUARTER REFORECAST	2018-19 RECOMMENDED BUDGET
Fund 296 - BROWNFIELD AUTHORITY (FORMER MALL SITE)							
ESTIMATED REVENUES							
Dept 00000							
296-00000-4100	PROPERTY TAX	160,414	164,982	164,000	164,000	162,184	164,000
296-00000-4809	REIMBURSEMENT STATE	35	754	750	750	750	750
296-00000-4970	INTEREST INCOME	154	126				
Totals for dept 00000 -		160,603	165,862	164,750	164,750	162,934	164,750
TOTAL ESTIMATED REVENUES		160,603	165,862	164,750	164,750	162,934	164,750
EXPENDITURES							
Dept 30906 - DEBT SERVICE							
5300	CONTRACTUAL SERVICES	(10,255)					
Totals for dept 30906 - DEBT SERVICE		(10,255)					
Dept 30999 - TRANSFERS TO OTHER FUNDS							
5900	OTHER FINANCING USES	153,000	182,650	164,817	164,817	164,817	162,000
Totals for dept 30999 - TRANSFERS TO OTHER FUNDS		153,000	182,650	164,817	164,817	164,817	162,000
TOTAL EXPENDITURES		142,745	182,650	164,817	164,817	164,817	162,000
NET OF REVENUES/EXPENDITURES - FUND 296		17,858	(16,788)	(67)	(67)	(1,883)	2,750
BEGINNING FUND BALANCE		110	17,967	1,180	1,180	1,180	1,113
ENDING FUND BALANCE		17,968	1,179	1,113	1,113	(703)	1,113

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

GL NUMBER AND BUDGET CLASSIFICATION	DESCRIPTION	2015-16 ACTIVITY	2016-17 ACTIVITY	2017-18 ORIGINAL BUDGET	2017-18 AMENDED BUDGET	2017-18 3RD QUARTER REFORECAST	2018-19 RECOMMENDED BUDGET
Fund 298 - BROWNFIELD AUTHORITY TERRACE POINT							
ESTIMATED REVENUES							
Dept 00000							
298-00000-4100	PROPERTY TAX		27,815	32,000	32,000	150,863	200,000
298-00000-4970	INTEREST INCOME						
Totals for dept 00000 -			27,815	32,000	32,000	150,863	200,000
TOTAL ESTIMATED REVENUES			27,815	32,000	32,000	150,863	200,000
EXPENDITURES							
Dept 70809 - TERRACE POINT LANDING							
5300	CONTRACTUAL SERVICES		26,148	32,000	32,000	150,863	200,000
Totals for dept 70809 - TERRACE POINT LANDING			26,148	32,000	32,000	150,863	200,000
TOTAL EXPENDITURES			26,148	32,000	32,000	150,863	200,000
NET OF REVENUES/EXPENDITURES - FUND 298			1,667			0	-
BEGINNING FUND BALANCE				1,667	1,667	1,667	1,667
ENDING FUND BALANCE			1,667	1,667	1,667	1,667	1,667

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

GL NUMBER AND BUDGET CLASSIFICATION	DESCRIPTION	2015-16 ACTIVITY	2016-17 ACTIVITY	2017-18 ORIGINAL BUDGET	2017-18 AMENDED BUDGET	2017-18 3RD QUARTER REFORECAST	2018-19 RECOMMENDED BUDGET
Fund 257 - BUDGET STABILIZATION							
ESTIMATED REVENUES							
Dept 00000							
257-00000-4901	OP TRANSFER TO GENERAL FUND		0				
257-00000-4902	OP TRANSFER TO SPECIAL REVENUE	0	0				
Totals for dept 00000 -		0	0				-
TOTAL ESTIMATED REVENUES		0	0	0	0	0	-
EXPENDITURES							
Dept 70001-BUDGET STABILIZATION							
5900	OTHER FINANCING	0	0				
Totals for dept 40333 - POLICE DRUG FORFEITURES		0	0				-
TOTAL EXPENDITURES		0	0				-
NET OF REVENUES/EXPENDITURES - FUND 257		0	0			0	0
BEGINNING FUND BALANCE		1,700,000	1,700,000	1,700,000	1,700,000	1,700,000	1,700,000
ENDING FUND BALANCE		1,700,000	1,700,000	1,700,000	1,700,000	1,700,000	1,700,000

DEBT SERVICE FUNDS

Downtown Development Authority

Tax Increment Financing Authority

BUDGET REPORT FOR CITY OF MUSKEGON
FINANCING AUTHORITIES 3RD QUARTER 2017-18 AND 2018-19 BUDGET

GL NUMBER AND BUDGET CLASSIFICATION	DESCRIPTION	2015-16 ACTIVITY	2016-17 ACTIVITY	2017-18 ORIGINAL BUDGET	2017-18 AMENDED BUDGET	2017-18 3RD QUARTER REFORECAST	2018-19 RECOMMENDED BUDGET
394 - DOWNTOWN DEVELOPMENT AUTHORITY							
ESTIMATED REVENUES							
Dept 00000							
394-00000-4100	PROPERTY TAX	227,201	99,531	99,500	99,500	(121,149)	800,000
394-00000-4809	REIMBURSEMENT STATE		47,549	47,500	47,500	47,500	47,000
394-00000-4901	OP. TRANS FROM GENERAL FUND	175,000	175,000	170,000	170,000	315,000	-
394-00000-4970	INTEREST INCOME	522	823	400	400	800	800
Totals for dept 00000 -		402,723	322,903	317,400	317,400	242,151	847,800
TOTAL ESTIMATED REVENUES							
		402,723	322,903	317,400	317,400	242,151	847,800
EXPENDITURES							
Dept 30906 - DEBT SERVICE							
5300	CONTRACTUAL SERVICES			750	750	750	
5900	OTHER FINANCING USES	29,607	17,751	335,000	335,000	335,000	750,000.00
Totals for dept 30906 - DEBT SERVICE		29,607	17,751	335,750	335,750	335,750	750,000.00
TOTAL EXPENDITURES							
		29,607	17,751	335,750	335,750	335,750	750,000.00
NET OF REVENUES/EXPENDITURES - FUND 394							
		373,116	305,152	(18,350)	(18,350)	(93,599)	97,800
BEGINNING FUND BALANCE		(1,906,678)	(1,533,561)	(1,228,409)	(1,228,409)	(1,228,409)	(1,322,008)
ENDING FUND BALANCE		(1,533,562)	(1,228,409)	(1,246,759)	(1,246,759)	(1,322,008)	(1,191,671)

BUDGET REPORT FOR CITY OF MUSKEGON
FINANCING AUTHORITIES 3RD QUARTER 2017-18 AND 2018-19 BUDGET

GL NUMBER AND BUDGET CLASSIFICATION	DESCRIPTION	2015-16 ACTIVITY	2016-17 ACTIVITY	2017-18 ORIGINAL BUDGET	2017-18 AMENDED BUDGET	2017-18 3RD QUARTER REFORECAST	2018-19 RECOMMENDED BUDGET
305 - TAX INCREMENT FINANCE AUTHORITY							
ESTIMATED REVENUES							
Dept 00000							
305-00000-4100	PROPERTY TAX	34,398	33,774	33,700	33,700	36,926	36,926
305-00000-4809	REIMBURSEMENT STATE		5,599	5,600	5,600	5,600	5,600
305-00000-4970	INTEREST INCOME	5					
Totals for dept 00000 -		34,403	39,373	39,300	39,300	42,526	42,526
TOTAL ESTIMATED REVENUES		34,403	39,373	39,300	39,300	42,526	42,526
EXPENDITURES							
Dept 30906 - DEBT SERVICE							
5900	OTHER FINANCING USES	36,000	34,000	40,000	40,000	40,000	40,000
Totals for dept 30906 - DEBT SERVICE		36,000	34,000	40,000	40,000	40,000	40,000
TOTAL EXPENDITURES		36,000	34,000	40,000	40,000	40,000	40,000
NET OF REVENUES/EXPENDITURES - FUND 305		(1,597)	5,373	(700)	(700)	2,526	2,526
BEGINNING FUND BALANCE		2,051	454	5,827	5,827	5,827	8,353
ENDING FUND BALANCE		454	5,827	5,127	5,127	8,353	10,879

CAPITAL FUNDS

Public Improvement Fund

State Grants Fund

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

GL NUMBER AND BUDGET CLASSIFICATION	DESCRIPTION	2015-16 ACTIVITY	2016-17 ACTIVITY	2017-18 ORIGINAL BUDGET	2017-18 AMENDED BUDGET	2017-18 3RD QUARTER REFORECAST	2018-19 RECOMMENDED BUDGET
FUND 404 - PUBLIC IMPROVEMENT FUND							
ESTIMATED REVENUES							
Dept 00000							
404-00000-4300	FEDERAL GRANTS			227,700	227,700	0	220,700
404-00000-4651	REIMBURSEMENT	510,737	378,535	350,000	350,000	490,000	450,000
404-00000-4656	SALES PROCEEDS	21,780	6,415	350,000	577,700	721,350	220,000
404-00000-4677	RENT		27,688				
404-00000-4800	MISC. & SUNDRY		735				
404-00000-4805	CONTRIBUTIONS		22,489				
404-00000-4808	SALE OF LAND	65,971	786,990			250,000	100,000
404-00000-4845	FUNDRAISING REVENUE						
404-00000-4901	OP. TRANS FROM GENERAL FUND	750,000	1,000,000				
404-00000-4903	OP. TRANS FROM DEBT SERVICE FUNDS						700,000
404-00000-4970	INTEREST INCOME	4,146	6,123	2,000	2,000	7,500	7,500
404-00000-4971	GAIN ON INVESTMENT	979					
Totals for dept 00000 -		1,353,613	2,228,975	929,700	929,700	1,468,850	1,698,200
TOTAL ESTIMATED REVENUES		1,353,613	2,228,975	929,700	929,700	1,468,850	1,698,200
EXPENDITURES							
Dept 00000							
5300	CONTRACTUAL SERVICES						
Totals for dept 00000 -						0	-
Dept 30936 - PUBLIC IMPROVEMENT ADMINISTRATION							
5300	CONTRACTUAL SERVICES						
5700	CAPITAL OUTLAYS			975,400	975,400	0	
Totals for dept 30936 - PUBLIC IMPROVEMENT ADMINISTRATION				975,400	975,400	38,000	
Dept 70856 - WESTERN AVENUE CHALETS							
5200	SUPPLIES		667				
5300	CONTRACTUAL SERVICES		4,687				
Totals for dept 70856 - WESTERN AVENUE CHALETS			5,354			30,000	
Dept 80699 - ECONOMIC DEVELOPMENT							
5300	CONTRACTUAL SERVICES						1,335,000
Totals for dept 80699 - ECONOMIC DEVELOPMENT						100,000	1,335,000
Dept 91005							
5300	CONTRACTUAL SERVICES	1,986					
Totals for dept 91005 -		1,986					-
Dept 91501 - NEIGHBORHOOD HOUSING PROJECT							
5300	CONTRACTUAL SERVICES	107,187	33,377			20,000	
5700	CAPITAL OUTLAYS	1,590,009					
Totals for dept 91501 - NEIGHBORHOOD HOUSING PROJECT		1,697,196	33,377			20,000	
Dept 91504 - CLAY AVE, JEFFERSON TO 1ST							
5300	CONTRACTUAL SERVICES	5,513	5,120				
5700	CAPITAL OUTLAYS	408,375					
Totals for dept 91504 - CLAY AVE, JEFFERSON TO 1ST		413,888	5,120				
Dept 91602 - ARENA ANNEX CAPITAL IMPROVEMENT							
5700	CAPITAL OUTLAYS		150,220				
Totals for dept 91602 - ARENA ANNEX CAPITAL IMPROVEMENT			150,220				
Dept 91608 - IMPROVEMENT PROJECTS DONE BY DPW							
5100	SALARIES & BENEFITS		27,956				
5200	SUPPLIES		2,620				
5300	CONTRACTUAL SERVICES		74,935				
Totals for dept 91608 - IMPROVEMENT PROJECTS DONE BY DPW			105,511				
Dept 91612 - POP UP SHOPS							
5300	CONTRACTUAL SERVICES		40				
5700	CAPITAL OUTLAYS		79,833				
Totals for dept 91612 - POP UP SHOPS			79,873			60,000	
Dept 91616 - WESTERN AVE DAY OF CARING							
5200	SUPPLIES		14,817				
Totals for dept 91616 - WESTERN AVE DAY OF CARING			14,817				
Dept 91701 - PARKING LOT@JEFFERSON/WESTERN							
5300	CONTRACTUAL SERVICES			200,000	200,000	247,000	
Totals for dept 91701 - PARKING LOT@JEFFERSON/WESTERN				200,000	200,000	247,000	

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

GL NUMBER AND BUDGET CLASSIFICATION	DESCRIPTION	2015-16 ACTIVITY	2016-17 ACTIVITY	2017-18 ORIGINAL BUDGET	2017-18 AMENDED BUDGET	2017-18 3RD QUARTER REFORECAST	2018-19 RECOMMENDED BUDGET
Dept 91712 - IMPROVEMENTS AT LC WALKER INCLUDING RAD							
5300	CONTRACTUAL SERVICES					650,000	
Totals for dept 91712 - IMPROVEMENTS AT LC WALKER INCLUDING RAD						650,000	
Dept 91713 - LC WALKER POS SYSTEM							
5700	CAPITAL OUTLAYS					81,405	
Totals for dept 91713 - LC WALKER POS SYSTEM						81,405	
Dept 91720 - TASTE OF MUSKEGON							
5200	SUPPLIES						
5300	CONTRACTUAL SERVICES						
Totals for dept 91720 - TASTE OF MUSKEGON							
Dept 91723 - REHAB HOUSE ON SECOND STREET							
5700	CAPITAL OUTLAYS						
Totals for dept 91723 - REHAB HOUSE ON SECOND STREET							
Dept 91801 - CONVENTION CENTER							
5300	CONTRACTUAL SERVICES						
Totals for dept 91801 - CONVENTION CENTER						25,000	
Dept 91802 - REHAB 1078 SECOND STREET							
5200	SUPPLIES						
5300	CONTRACTUAL SERVICES						
Totals for dept 91802 - REHAB 1078 SECOND STREET						120,000	33,000
Dept 91804 - MIDTOWN SQUARE PHASE II							
5300	CONTRACTUAL SERVICES						
Totals for dept 91804 - MIDTOWN SQUARE PHASE II							
Dept 91808 - LC WALKER GENERAL WORK (HEATING/COOLING/							
5300	CONTRACTUAL SERVICES					241,000	
Totals for dept 91808 - LC WALKER GENERAL WORK (HEATING/COOLING/						241,000	
Dept 91810 - REHAB 1531 BEIDLER							
5200	SUPPLIES					5,000	73,000
Totals for dept 91810 - REHAB 1531 BEIDLER						5,000	73,000
Dept 91811 - 1639 FIFTH STREET							
5200	SUPPLIES					5,000	
Totals for dept 91811 - 1639 FIFTH STREET						5,000	59,500
Dept 91812 - REHAB 1067 GRAND							
5200	SUPPLIES						
5300	CONTRACTUAL SERVICES						
Totals for dept 91812 - REHAB 1067 GRAND						10,000	83,000
Dept 91813 - REHAB 1290 WOOD							
5200	SUPPLIES						
Totals for dept 91813 - REHAB 1290 WOOD							-
Dept 96051 - FIRE EQUIPMENT							
5700	CAPITAL OUTLAYS	(6,362)					575,000
Totals for dept 96051 - FIRE EQUIPMENT		(6,362)					575,000
Dept 96053							
5400	OTHER EXPENSES						
Totals for dept 96053 -							
Dept 96054 - PROPERTY ACQUISITION							
5100	SALARIES & BENEFITS	2,176	798				
5300	CONTRACTUAL SERVICES	2,295	1,182				
5700	CAPITAL OUTLAYS	14,413	32,245				
Totals for dept 96054 - PROPERTY ACQUISITION		18,884	34,225			0	
TOTAL EXPENDITURES		2,125,592	428,497	1,175,400	1,175,400	1,607,405	2,158,500
NET OF REVENUES/EXPENDITURES - FUND 404		(771,979)	1,800,478	(245,700)	(245,700)	(138,555)	(460,300)
BEGINNING FUND BALANCE		1,066,378	294,399	2,094,874	2,094,874	2,094,874	2,247,724
ENDING FUND BALANCE		294,399	2,094,877	1,849,174	1,849,174	1,956,319	1,787,424

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

GL NUMBER AND BUDGET CLASSIFICATION	DESCRIPTION	2015-16 ACTIVITY	2016-17 ACTIVITY	2017-18 ORIGINAL BUDGET	2017-18 AMENDED BUDGET	2017-18 3RD QUARTER REFORECAST	2018-19 RECOMMENDED BUDGET
Fund 482 - STATE GRANTS							
ESTIMATED REVENUES							
Dept 00000							
482-00000-4300	FEDERAL GRANTS	32,733	260,076				28,000
482-00000-4400	STATE GRANTS	164,790	3,225	195,000	1,236,545	1,342,204	1,000,000
482-00000-4805	CONTRIBUTIONS				11,000	0	
482-00000-4970	INTEREST INCOME	1,228	1,055	1,200	1,200	1,200	1,200
Totals for dept 00000 -		198,751	264,356	196,200	1,248,745	1,248,745	1,029,200
TOTAL ESTIMATED REVENUES		198,751	264,356	196,200	1,248,745	1,248,745	1,029,200
EXPENDITURES							
Dept 90000							
5300	CONTRACTUAL SERVICES			20,093	20,093	0	1,000,000
Totals for dept 90000 -				20,093	20,093	0	1,000,000
Dept 91310 - BLIGHT ELIMINATION GRANT							
5300	CONTRACTUAL SERVICES			201,897	201,897	0	
Totals for dept 91310 - BLIGHT ELIMINATION GRANT				201,897	201,897	0	
Dept 91506 - MSHDA DEMO GRANT							
5300	CONTRACTUAL SERVICES	162,127				195,000	
Totals for dept 91506 - MSHDA DEMO GRANT		162,127				195,000	
Dept 91507 - EPA GRANT							
5300	CONTRACTUAL SERVICES	30,116	152,243			125,000	28,000
Totals for dept 91507 - EPA GRANT		30,116	152,243			125,000	28,000
Dept 91514 - PLACEMAKING GRANT							
5200	SUPPLIES	2,663	3,225				
Totals for dept 91514 - PLACEMAKING GRANT		2,663	3,225				
Dept 91603 - GREEN INFRASTRUCTURE GRANT							
5300	CONTRACTUAL SERVICES	2,617	107,832			28,137	
Totals for dept 91603 - GREEN INFRASTRUCTURE GRANT		2,617	107,832			28,137	
Dept 91714 - DEMO SMOKE STACKS WINDWARD PT							
5300	CONTRACTUAL SERVICES					1,000,000	
Totals for dept 91714 - DEMO SMOKE STACKS WINDWARD PT						1,000,000	
Dept 98140 - ENVIRONMENTAL REMEDIATION BETTEN							
5900	OTHER FINANCING USES	20,093	20,093				
Totals for dept 98140 - ENVIRONMENTAL REMEDIATION BETTEN		20,093	20,093				
TOTAL EXPENDITURES		217,616	283,393	221,990	221,990	1,153,137	1,028,000
NET OF REVENUES/EXPENDITURES - FUND 482		(18,865)	(19,037)	(25,790)	1,026,755	95,608	1,200
BEGINNING FUND BALANCE		89,358	70,493	51,455	51,455	51,455	147,063
ENDING FUND BALANCE		70,493	51,456	25,665	1,078,210	147,063	148,263

ENTERPRISE FUNDS

Sewer Fund

Water Fund

Marina Fund

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

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

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

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

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

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

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

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

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

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

INTERNAL SERVICE FUNDS

Public Service Building Fund

Engineering Fund

Equipment Fund

Insurance Fund

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

GL NUMBER AND BUDGET CLASSIFICATION	DESCRIPTION	2015-16 ACTIVITY	2016-17 ACTIVITY	2017-18 ORIGINAL BUDGET	2017-18 AMENDED BUDGET	2017-18 3RD QUARTER REFORECAST	2018-19 RECOMMENDED BUDGET
642- PUBLIC SERVICE BUILDING							
ESTIMATED REVENUES							
Dept 00000							
642-00000-4677	RENT	976,760	1,049,134	1,049,134	1,049,134	1,049,134	1,063,095
642-00000-4800	MISC. & SUNDRY	5,830					
642-00000-4970	INTEREST INCOME	3,334	3,077	2,000	2,000	2,000	
Totals for dept 00000 -		985,924	1,052,211	1,051,134	1,051,134	1,051,134	1,063,095
TOTAL ESTIMATED REVENUES		985,924	1,052,211	1,051,134	1,051,134	1,051,134	1,063,095
EXPENDITURES							
Dept 60442 - PUBLIC SERVICE BUILDING							
5100	SALARIES & BENEFITS	671,176	703,961	780,861	780,861	732,015	805,217
UNK EXP		109,184	78,440				
5200	SUPPLIES	34,757	16,947	19,500	19,500	22,000	22,000
5300	CONTRACTUAL SERVICES	288,241	273,246	328,494	328,494	328,494	330,000
5400	OTHER EXPENSES	2,334	1,419	3,000	3,000	3,000	3,000
5700	CAPITAL OUTLAYS	59,873	49,600	59,300	59,300	59,300	69,000
5900	OTHER FINANCING USES	64,717	53,532				
Totals for dept 60442 - PUBLIC SERVICE BUILDING		1,230,282	1,177,145	1,191,155	1,191,155	1,144,809	1,229,217
Dept 60895 - INVENTORY							
5400	OTHER EXPENSES	(1,511)	(2,684)				
Totals for dept 60895 - INVENTORY		(1,511)	(2,684)				
Dept 90113 - PUBLIC SERVICE BUILDING PARKING LOT							
5300	CONTRACTUAL SERVICES			45,000	45,000	45,000	
Totals for dept 90113 - PUBLIC SERVICE BUILDING PARKING LOT				45,000	45,000	45,000	-
Dept 99999 - FIXED ASSETS CAPITALIZATION							
5700	CAPITAL OUTLAYS	(20,891)					
Totals for dept 99999 - FIXED ASSETS CAPITALIZATION		(20,891)					
TOTAL EXPENDITURES		1,207,880	1,174,461	1,236,155	1,236,155	1,187,309	1,229,217
NET OF REVENUES/EXPENDITURES - FUND 642		(221,956)	(122,250)	(185,021)	(185,021)	(136,175)	(166,122)
BEGINNING NET POSITION		778,114	556,160	433,910	433,910	433,910	297,735
ENDING NET POSITION		556,158	433,910	248,889	248,889	297,735	131,613

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

GL NUMBER AND BUDGET CLASSIFICATION	DESCRIPTION	2015-16 ACTIVITY	2016-17 ACTIVITY	2017-18 ORIGINAL BUDGET	2017-18 AMENDED BUDGET	2017-18 3RD QUARTER REFORECAST	2018-19 RECOMMENDED BUDGET
Fund 643 - ENGINEERING SERVICES							
ESTIMATED REVENUES							
Dept 00000							
643-00000-4200	LICENSE AND PERMIT MISC.	3,545	12,030				
643-00000-4653	ENGINEERING FEES	10,123	48,308			35,000	35,000
643-00000-4680	INTERDEPT. ENGINEERING FEES	236,514	249,950	250,000	250,000	250,000	400,000
643-00000-4901	OPERATING TRANSFER FROM GENERAL FUND	75,000	13,000	15,000	15,000	15,000	
643-00000-4970	INTEREST INCOME	29	38	45	45	45	50
Totals for dept 00000 -		325,211	323,326	265,045	265,045	300,045	435,050
TOTAL ESTIMATED REVENUES		325,211	323,326	265,045	265,045	300,045	435,050
EXPENDITURES							
Dept 60447 - ENGINEERING							
5100	SALARIES & BENEFITS	182,570	171,665	260,000	260,000	189,172	323,507
5200	SUPPLIES	6,443	7,230	8,780	8,780	8,780	15,000
5300	CONTRACTUAL SERVICES	110,090	63,243	64,432	64,432	64,432	69,432
5400	OTHER EXPENSES	18,395	109	2,000	2,000	14,000	20,000
5700	CAPITAL OUTLAYS	6,326	8,472	7,500	7,500	10,500	7,500
Totals for dept 60447 - ENGINEERING		323,824	250,719	342,712	342,712	286,884	435,439
Dept 91607 - RP DAWES, GREENWICH TO BROADWAY							
5300	CONTRACTUAL SERVICES		25,819				
Totals for dept 91607 - RP DAWES, GREENWICH TO BROADWAY			25,819				
Dept 91611 - RP WESTLAND, BROADWAY TO SUMMIT							
5300	CONTRACTUAL SERVICES		22,206				
Totals for dept 91611 - RP WESTLAND, BROADWAY TO SUMMIT			22,206				
Dept 99012 - GIS TRAINING							
5300	CONTRACTUAL SERVICES	24,398					
Totals for dept 99012 - GIS TRAINING		24,398					
TOTAL EXPENDITURES		348,222	298,744	342,712	342,712	286,884	435,439
NET OF REVENUES/EXPENDITURES - FUND 643		(23,011)	24,582	(77,667)	(77,667)	13,161	(389)
BEGINNING NET POSITION		30,513	7,500	32,080	32,080	32,080	25,241
ENDING NET POSITION		7,502	32,082	(45,587)	(45,587)	25,241	24,852

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

GL NUMBER AND BUDGET CLASSIFICATION	DESCRIPTION	2015-16 ACTIVITY	2016-17 ACTIVITY	2017-18 ORIGINAL BUDGET	2017-18 AMENDED BUDGET	2017-18 3RD QUARTER REFORECAST	2018-19 RECOMMENDED BUDGET
Fund 661 - EQUIPMENT							
ESTIMATED REVENUES							
Dept 00000							
661-00000-4652	SALES & SERVICE			2,368,700	2,368,700	2,700,000	
661-00000-4654	METERED SALES-FUEL	9,104	8,094				8,500
661-00000-4662	EQUIPMENT RENTAL BY DEPTS.	2,359,699	2,636,812				2,800,000
661-00000-4800	MISC. & SUNDRY	24,434	64,614	36,000	36,000	65,000	45,000
661-00000-4802	REIMB:SERVICES RENDERED	18,565	17,725			12,000	17,000
661-00000-4902	OP. TRANS FROM SPECIAL REVENUE				10,000	10,000	
661-00000-4970	INTEREST INCOME	17,343	16,581	20,000	20,000	20,000	16,500
661-00000-4980	SALE OF FIXED ASSETS	8,624					
Totals for dept 00000 -		2,437,769	2,743,826	2,424,700	2,434,700	2,807,000	2,887,000
TOTAL ESTIMATED REVENUES		2,437,769	2,743,826	2,424,700	2,434,700	2,807,000	2,887,000
EXPENDITURES							
Dept 60932 - EQUIPMENT SERVICES							
5100	SALARIES & BENEFITS	468,964	501,153	580,863	580,863	521,199	573,319
UNK_EXP		65,511	47,063				
5200	SUPPLIES	831,412	848,528	828,500	828,500	828,500	848,300
5300	CONTRACTUAL SERVICES	853,847	759,510	723,400	723,400	723,400	776,663
5400	OTHER EXPENSES		859	1,500	1,500	1,500	1,500
5700	CAPITAL OUTLAYS	207,978	771,536	311,000	311,000	409,653	974,200
5900	OTHER FINANCING USES	316,276	331,854			300,000	
Totals for dept 60932 - EQUIPMENT SERVICES		2,743,988	3,260,503	2,445,263	2,445,263	2,263,053	3,173,982
Dept 99999 - FIXED ASSETS CAPITALIZATION							
5700	CAPITAL OUTLAYS	(172,023)	(764,344)				
Totals for dept 99999 - FIXED ASSETS CAPITALIZATION		(172,023)	(764,344)				
TOTAL EXPENDITURES		2,571,965	2,496,159	2,445,263	2,445,263	2,263,053	3,173,982
NET OF REVENUES/EXPENDITURES - FUND 661		(134,196)	247,667	(20,563)	(10,563)	543,947	(286,982)
BEGINNING NET POSITION		2,667,132	2,532,937	2,780,606	2,780,606	2,780,606	2,829,707
ENDING NET POSITION		2,532,936	2,780,604	2,760,043	2,770,043	3,324,553	2,256,388

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

GL NUMBER AND BUDGET CLASSIFICATION	DESCRIPTION	2015-16 ACTIVITY	2016-17 ACTIVITY	2017-18 ORIGINAL BUDGET	2017-18 AMENDED BUDGET	2017-18 3RD QUARTER REFORECAST	2018-19 RECOMMENDED BUDGET
---	-------------	---------------------	---------------------	-------------------------------	------------------------------	--------------------------------------	----------------------------------

Fund 677 - GENERAL INSURANCE

ESTIMATED REVENUES							
Dept 00000							
677-00000-4600	INTERDEPT. CHARGES			3,760,000	3,760,000	3,200,000	3,200,000
677-00000-4651	REIMBURSEMENT	6,827	16,857				
677-00000-4652	REIMBURSEMENT RETIREE HEALTHCARE	1,177,563	919,923	1,140,000	1,140,000	1,140,000	1,150,000
677-00000-4681	INTERDEPT.CHARGES:HEALTH INS.	2,508,988	2,514,443				
677-00000-4682	INTERDEPT.CHARGES:DENTAL INS.	200,772	202,788				
677-00000-4683	INTERDEPT.CHARGES:LIFE INS.	39,230	40,140				
677-00000-4685	INTERDEPT.CHARGES:VISION	57					
677-00000-4686	INTERDEPT.CHARGES:DISABILITY	41,145	42,395				
677-00000-4687	INTERDEPT.CHGS:WORKMEN'S COMP.	396,033	324,433				
677-00000-4688	INTERDEPT.CHGS:UNEMPLOYMENT	1,297	1,330				
677-00000-4800	MISC. & SUNDRY			9,000	9,000	9,000	
677-00000-4805	CONTRIBUTIONS		200				
677-00000-4807	COBRA RECEIPTS	8,973	2,883				
677-00000-4827	CONTRIBUTIONS FROM EMPLOYEE - HEALTHCARE	249,511	274,466			306,000	306,000
677-00000-4970	INTEREST INCOME	22,402	20,735	25,000	25,000	25,000	20,000
Totals for dept 00000 -		4,652,798	4,360,593	4,934,000	4,934,000	4,680,000	4,676,000

TOTAL ESTIMATED REVENUES		4,652,798	4,360,593	4,934,000	4,934,000	4,680,000	4,676,000
---------------------------------	--	------------------	------------------	------------------	------------------	------------------	------------------

EXPENDITURES							
Dept 30851 - INSURANCE SERVICES							
5100	SALARIES & BENEFITS	283,743	201,252	43,752	43,752	55,863	58,656
5200	SUPPLIES	180		200	200	200	
5300	CONTRACTUAL SERVICES	4,255,838	4,443,651	4,900,000	4,900,000	4,500,000	4,600,000
5400	OTHER EXPENSES	10,433	12,187	10,000	10,000	25,000	25,000
5700	CAPITAL OUTLAYS		1,830	2,645	2,645	2,645	2,000
Totals for dept 30851 - INSURANCE SERVICES		4,550,194	4,658,920	4,956,597	4,956,597	4,583,708	4,685,656

TOTAL EXPENDITURES		4,550,194	4,658,920	4,956,597	4,956,597	4,583,708	4,685,656
---------------------------	--	------------------	------------------	------------------	------------------	------------------	------------------

NET OF REVENUES/EXPENDITURES - FUND 677		102,604	(298,327)	(22,597)	(22,597)	96,292	(9,656)
BEGINNING NET POSITION		2,039,779	2,142,381	1,844,055	1,844,055	1,844,055	1,809,347
ENDING NET POSITION		2,142,383	1,844,054	1,821,458	1,821,458	1,809,347	1,809,347

City of Muskegon										
Quarterly Budget Reforecast and FY 2018-19 Proposed Budget										
		Responsibility	2017-18 Budgeted Projects (Including Carryover Amounts From Prior FY)	2017-18 Budgeted Projects (Including Carryover Amounts From Prior FY) 1st Qtr Reforecast	2017-18 Estimated Project Grant Revenue 1st Qtr Reforecast	2017-18 Budgeted Projects (Including Carryover Amounts From Prior FY) 3rd Qtr Reforecast	2017-18 Estimated Project Grant Revenue 3rd Qtr Reforecast	2018-19 Recommended Capital Projects	2018-19 Recommended Budget Capital Projects Grant Revenue	Comments
BUDGETED MAJOR CAPITAL PROJECTS										
101	General Fund									
	ADA Compliance, Various Locations	Mikesell	20,000	20,000		20,000		20,000		Federal agreement
	Street Lights Conversion to LED, Consumers	Mikesell	270,000	270,000		270,000		270,000		partial payment to convert lights to LED
	Parks Reservation System	Mikesell	8,000	8,000	-	-	-			new system to enhance customer service, final payment and work to be completed FY17/18
	McGraft Park, Parking Lot	Mikesell	65,000	65,000	-	-	-	75,000		milling resurfacing main parking lot
	GIS for Lakeside Cemetery	Mikesell	35,000	35,000	-	-	-	35,000		convert paper records to GIS
	Irrigation systems, City Hall and possible other locations such as bike trails	Mikesell	40,000	40,000	-	25,000	-			
	Central Station Upgrades-HVAC @ Central Dispatch	J. Lewis	10,000	10,000	-	-	-			
91703	Roof Repairs at L C Walker Arena	Mikesell	-	-	-	1,590	-			
91704	City Hall bidg wash / seal	Mikesell	-	-	-	70,000	-			
91709	Telephone system Upgrade	Maurer				13,360				
91721	Imagine Muskegon Lake	Franzak				20,000				Community Foundation contributed \$10,000 towards this and Max McKee \$1,000
91805	City Hall Roof Repair	Mikesell				16,250				
			448,000	448,000	-	436,200	-			
	Parking and Access Road Smith Ryerson	Mikesell						45,000	45,000	Parking needed closer to building, CDBG Funding
	Drainage Improvement at Football Field, Smith Ryerson	Mikesell						10,000	10,000	Ponding Problem, CDBG Funding
	Roof Replacement Mausoleum	Mikesell						100,000		Perpetual care fund
								555,000	55,000	
202	Major Streets									
	Musketawa Trail Connection (Keating to Black Creek)	Mikesell	205,000	205,000	205,000	205,000	205,000			(federal grant)- carryover from 15/16 - FY16/17 only for design
	Laketon Ave. Getty to Creston	Mikesell	2,250,000	2,250,000	1,150,000	1,350,000	690,000	900,000	460,000	\$759,000 STP grant and \$400,000 from HPP local match from bonds
	Lakeshore Dr, McCracken to Laketon	Mikesell	-	-		140,000	-	2,580,000		Preliminary design in reforecast, remainder of design and construction in FY 18-19, Act 51 increased funding for 2018
	Hackley, Seaway to Park; joint project with MHTS	Mikesell	70,000	70,000		70,000				City's share to Muskegon Heights
	Black Creek, Sherman to Latimer	Mikesell	290,000	290,000	220,000	-	-	475,000	280,000	milling resurfacing using TIP funds

		Responsibility	2017-18 Budgeted Projects (Including Carryover Amounts From Prior FY)	2017-18 Budgeted Projects (Including Carryover Amounts From Prior FY) 1st Qtr Reforecast	2017-18 Estimated Project Grant Revenue 1st Qtr Reforecast	2017-18 Budgeted Projects (Including Carryover Amounts From Prior FY) 3rd Qtr Reforecast	2017-18 Estimated Project Grant Revenue 3rd Qtr Reforecast	2018-19 Recommended Capital Projects	2018-19 Recommended Budget Capital Projects Grant Revenue	Comments
91605	Traffic Signal @ Black Creek & Olthoff	Mikesell	100,000	100,000	80,000	-	-	145,000	80,000	new signal using CMAQ funds
	Harris, Sherman to Sundolphin	Mikesell	135,000	135,000	-	135,000	-			milling and resurfacing
			3,050,000	3,050,000	1,655,000	1,900,000	895,000			
	Olthoff, Black Creek to east end - engineering	Mikesell						50,000		Deep Mill, add aggregate bae, resurface with asphalt
	Sheridan, Olthoff to City Limits - engineering	Mikesell						50,000		Deep Mill, add aggregate bae, resurface with asphalt
	Sherman and Laketon, Henry to Seaway signal work	Mikesell						100,000	60,000	signal interconnect, CMAQ funding
	Shoreline at 7th	Mikesell						25,000		Pedestrian crossing improvements
	Remembrance Drive Engineering	Mikesell				20,000		87,000		
	Remembrance Drive Construction	Mikesell				-		411,000		
	Various Routes, milling and resurfance	Mikesell				60,000		540,000		
			3,050,000	3,050,000	1,655,000	1,980,000	895,000	5,363,000	880,000	
203	<u>Local Streets</u>									
91502	Monroe, 5th to 4th	Mikesell	-	-		-				continuation from 15/16. Street portion of WM replacement
91609	Hartford/Diana/Pine	Mikesell	100,000	100,000	35,000	85,268	35,000			CDBG funding for FY2016-17; as part of WM upgrades
			100,000	100,000	35,000	85,268	35,000			
	Marsh and Walton	Mikesell						150,000		Pave gravel road
	Various Routes, milling and resurfacing	Mikesell				20,000		200,000		
			100,000	100,000	35,000	105,268	35,000	350,000	-	
254	<u>L C Walker Arena Fund</u>									
	Arena Concessions Point of Sale System	Peterson	-	-		-				
			-	-		-				
264	<u>Criminal Forfeiture Fund</u>									
	Lexipol	J. Lewis				-		32,000		
	L3 Dash Cam and Backend Solution upgrade	J. Lewis						18,000		
	Pole Cameras	J. Lewis	14,500	14,500	-	14,500	-			
	Computer replacement - Police - 40 PCs	J. Lewis	32,000	32,000	-	24,570	-			
			46,500	46,500	-	39,070	-	50,000		

		Responsibility	2017-18 Budgeted Projects (Including Carryover Amounts From Prior FY)	2017-18 Budgeted Projects (Including Carryover Amounts From Prior FY) 1st Qtr Reforecast	2017-18 Estimated Project Grant Revenue 1st Qtr Reforecast	2017-18 Budgeted Projects (Including Carryover Amounts From Prior FY) 3rd Qtr Reforecast	2017-18 Estimated Project Grant Revenue 3rd Qtr Reforecast	2018-19 Recommended Capital Projects	2018-19 Recommended Budget Capital Projects Grant Revenue	Comments
404	<u>Public Improvement Fund</u>									
	Playground Equipment at P.M.	Mikesell	367,800	367,800	220,700	-	-	385,000	220,700	If grant is awarded. Decision was made by Commission to hold off and apply for grant
	Neighborhood Housing Program	Peterson	20,000	20,000	-	20,000	-			continued maintenance
	City Hall upgrades, carpet, furniture	Mikesell	100,000	100,000		100,000		100,000		
	L.C. Walker Arena general work (heating/cooling/structure)	Peterson	250,000	250,000	-	131,000	-			
	Arena Annex Capital Improvements - Rad Dads	Peterson	-	-	-	625,000	-			
	L C Walker Improvements 18-19							750,000		
	Parking lot - N.W. corner of Jefferson/Clay	Mikesell	200,000	200,000	-	247,000	-			
	Fire Department, AFG Equipment	J. Lewis	70,000	-	-	-	-			if grant is received - Grant not received
	Commecial/Industrial Demolitions	J. Lewis	150,000	150,000	-	150,000	-	50,000		Park St Storage
	Hydraulic Rescue Rams	J. Lewis	17,600	17,600	-	17,600	-			
	Rehab House 1067 Grand Ave	Peterson				10,000		83,000		
	Rehab House 1531 Beidler Street	Peterson				5,000		73,000		
	Rehab House 1078 Second Street	Peterson				120,000		33,000		
	Rehab House 248 Mason Street	Peterson				5,000		59,500		
	LC Walker Arena Roof Repair	Mikesell						50,000		
	Replacement/Refurb of Fire Vehicle	J. Lewis						575,000		
			1,175,400	1,105,400	220,700	1,430,600	-	2,158,500	220,700	
482	<u>State Grants Fund</u>									
	MDEQ Smokestack Grant for Windward Pointe Brownfield Redevelopment	Mikesell	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000			for stacks/asbestos abatement & demo
	site assessment	Mikesell	-	-	-	-	-			grant from US Environmental # 00E01538
	EPA/Brownfield Grant	Mikesell	236,545	236,545	236,545	125,000	125,000	28,000	28,000	
	MSHDA Demo Grant	Mikesell	-	-	-	195,000	195,000			
	State Lead Grant	Mikesell						1,000,000	1,000,000	State Lead Grant - if awarded
			1,236,545	1,236,545	1,236,545	1,320,000	1,320,000	1,028,000	1,028,000	
590	<u>Sewer</u>									
	Sewer Rehabilitation Project (Various Projects)	Mikesell	-	225,000	-	38,000	-	416,000		S-2 project - Biedler & Madison

		Responsibility	2017-18 Budgeted Projects (Including Carryover Amounts From Prior FY)	2017-18 Budgeted Projects (Including Carryover Amounts From Prior FY) 1st Qtr Reforecast	2017-18 Estimated Project Grant Revenue 1st Qtr Reforecast	2017-18 Budgeted Projects (Including Carryover Amounts From Prior FY) 3rd Qtr Reforecast	2017-18 Estimated Project Grant Revenue 3rd Qtr Reforecast	2018-19 Recommended Capital Projects	2018-19 Recommended Budget Capital Projects Grant Revenue	Comments
91609	Hartford/Diana/Pine	Mikesell	80,000	127,000	-	62,774	-			
91413	Laketon Ave. Nevada to Lakeshore Dr.	Mikesell	-	-	-	-	-			
	Sewer Repairs/Emergencies (Various Projects)	Mikesell						125,000		Various sewer major repairs/emergencies
	S-2 Grant	Mikesell				81,095				Last expenses for the Saw Grant
	Remembrance Drive Upgrades	Mikesell						174,000		
	Lift Stations repairs/upgrades	Mikesell	25,000	25,000	-	-	-	50,000		repairs to Apple Ave./Industrial/Harbour Town Stations
			105,000	377,000	-	181,869	-	765,000		
591	Water									
	SCAD Migration Project PLC	Mikesell	250,000	600,000	-	400,000	-	200,000		instrumentation upgrade, continuation from 15/16
	Harvey Pump Repair, # 2	Mikesell	65,000	65,000	-	-	-	80,000		repair of second pump.
	Repair & add membrane to 4 of 4 clear wells @ plant	Mikesell	250,000	-	-	-	-	675,000		
	Repair switch gear for HSP	Mikesell	-	-	-	-	-			as per Filtration Plant Superintendent's request
	Develop Asset Management plan	Mikesell	25,000	35,000	-	35,000	-			50-50 between distribution & treatment
	Replace High Service Valve @ filtration	Mikesell	-	-	-	70,000	-			
	Repair & add membranes/reservoirs @ Harvey	Mikesell	120,000	70,000	-	120,000	-			
	Laketon, Getty to Creston	Mikesell	60,000	60,000	-	60,000	-			
91609	Hartford/Diana/Pine	Mikesell	140,000	223,000		390,000	-			Water Main Replacements, Various Locations & 2" & 4"
	Building repairs - Filtration	Mikesell	150,000	100,000	-	-	-	100,000		Carryover from last year
	Harvey sump and drains repair	Mikesell	45,000	45,000	-	45,000	-	50,000		Replace rotted hangers and drain lines
	Vehicle Base Reading Unit - Distribution	Mikesell	27,000	27,000	-	27,000	-			per distribution staff
	Replace Turbidimeters	Mikesell	-	-	-	57,119	-			
	Replace Chemical Feed Lines - Hypochlorite	Mikesell						30,000		
	Replace Tank Liner - Hypochlorite Tank	Mikesell						27,000		
	Replace Rapid Mixer (eastside)	Mikesell						30,000		
	Titration, Laboratory Equipment	Mikesell						8,000		
	Fruitport Generator Tie-in with Emergency Generator	Mikesell						100,000		
	Old Filter Gallery Roof, Rehab-Walls and Windows	Mikesell						250,000		
	Elevated Tank Inspection	Mikesell						10,000		
	Access Control for Main Gate	Mikesell						20,000		

		Responsibility	2017-18 Budgeted Projects (Including Carryover Amounts From Prior FY)	2017-18 Budgeted Projects (Including Carryover Amounts From Prior FY) 1st Qtr Reforecast	2017-18 Estimated Project Grant Revenue 1st Qtr Reforecast	2017-18 Budgeted Projects (Including Carryover Amounts From Prior FY) 3rd Qtr Reforecast	2017-18 Estimated Project Grant Revenue 3rd Qtr Reforecast	2018-19 Recommended Capital Projects	2018-19 Recommended Budget Capital Projects Grant Revenue	Comments
	Sand Blasting/Painting - Clarifiers	Mikesell						250,000		
	Fence at Roberts, Marshall & Nims tanks	Mikesell						60,000		
	Sump Pump in Basement (Chopper Pump)	Mikesell						40,000		
	Replace broken/leaking Windows (Headworks/Filter)	Mikesell						12,000		
	Intake Screens Rehab/Rehab Sprayers	Mikesell						150,000		
	Various Street Project work	Mikesell						150,000		
	GIS Update and Maintenance	Mikesell		20,000		20,000		20,000		County licensing & map maintenance
	Lakeshore Drive Watermain, McCracken to Laketon	Mikesell						1,500,000		
			1,132,000	1,245,000	-	1,224,119	-	3,762,000		
594	<u>Marina</u>									
	Docks & Building Improvements (office, bathroom)	Mikesell	70,000	70,000	35,000	70,000	35,000			only engineering in 2018
	Engineering Services for Grand Truck Launch Replacement	Mikesell						20,000		
			70,000	70,000	35,000	70,000	35,000	20,000		
642	<u>PSB</u>									
	PSB Improvements, including possible Eng. Evaluation of building	Mikesell	45,000	45,000	-	45,000	-			
			45,000	45,000	-	45,000	-			
643	<u>Engineering Services</u>									
	Intergovernmental Engineering Work	Mikesell	-	-	-	-	-			
			-	-	-	-	-			
661	<u>Equipment Fund</u>									
5720/Quantity Non-Vehicular Equipment:										
1	Trailer	Mikesell						8,000		
1	Salt Box	Mikesell	-	-	-	-	-	14,500		
1	Concrete Breaker	Mikesell	-	-	-	-	-	17,000		
1	Mower Deck	Mikesell						6,000		
1	Leaf Sucker	Mikesell	28,000	28,000	-	28,000	-			
	various small equipment	Mikesell	10,000	10,000	-	10,000	-	20,000		
1	Riding Mower/ Snow Blower	Mikesell	20,000	32,000	-	32,000	-			
			58,000	70,000	-	70,000	-	65,500		

		Responsibility	2017-18 Budgeted Projects (Including Carryover Amounts From Prior FY)	2017-18 Budgeted Projects (Including Carryover Amounts From Prior FY) 1st Qtr Reforecast	2017-18 Estimated Project Grant Revenue 1st Qtr Reforecast	2017-18 Budgeted Projects (Including Carryover Amounts From Prior FY) 3rd Qtr Reforecast	2017-18 Estimated Project Grant Revenue 3rd Qtr Reforecast	2018-19 Recommended Capital Projects	2018-19 Recommended Budget Capital Projects Grant Revenue	Comments
5746	Communications Equipment:									
	Recording Equipment Upgrade	Mikesell						52,000		
	Cruiser DVR Upgrade	Mikesell	30,000	30,000	-	30,000	-	68,700		
			30,000	30,000	-	30,000	-	120,700		
5730	Vehicles:									
7	Police Cruisers / Tahoes	Mikesell						266,000		
1	1 Ton pickup truck DPW	Mikesell						40,000		
2	Detective Cars	Mikesell						50,000		
3	1/2 ton pickup Truck	Mikesell						81,000		
1	Colorado - City Engineering	Mikesell						30,000		
1	Plow Truck	Mikesell						150,000		
1	Backhoe	Mikesell						120,000		
2	City Hall cars	Mikesell						51,000		
3	Police Cruisers / Tahoes	Mikesell	105,000	105,000	-	105,000	-			Includes police package outfitting
2	Detective cars	Mikesell	-	-	-	71,000	-			
1	Detective cars	Mikesell	28,000	28,000	-	28,000	-			
1	Tahoe Police Cruiser	Mikesell	30,000	38,000	-	38,000	-			
1	1/2 ton pickup Truck	Mikesell		35,000		35,000				New supervisor vehicle
1	3/4 ton truck for DPW- 2x4	Mikesell	-	-	-	-	-			
1	Beach Tractor	Mikesell	60,000	60,000	-	60,000	-			
1	backhoe	Mikesell	-	-	-	-	-			carry over
2	Plow Truck	Mikesell	-	-	-	-	-			one carry over and one for this year, approval by commission was issued but truck will not be paid for
			223,000	266,000	-	337,000	-	788,000		
	Total Equipment Fund		311,000	366,000	-	437,000	-	974,200		
			\$ 7,672,945	\$ 8,042,945	\$ 3,182,245	\$ 7,130,056	\$ 2,285,000	\$ 15,025,700	\$ 2,183,700	
	* Police cruisers changed to SUVs as the Chevy Impala Police Unit is being discontinued by General Motors.									

COMMISSION MEETING DATE: June 12, 2018

Date: June 5, 2018
To: Honorable Mayor and City Commissioners
From: Director of Public Safety Jeffrey Lewis
RE: Police Department Policy Manual Update/Revision

SUMMARY OF REQUEST:

The Director of Public Safety requests that the Commission authorize the amount of **\$29,242** for the department to contract with **Lexipol, LLC** to update/revise the department's policy and procedure manual. Our current policy manual was last updated in 2005, and no longer reflects up to date standards and best practices consistent with current case law. Lexipol will provide the department with up to date policies specific to the laws and practices of Michigan, which continue to reflect our values and policing philosophy. As legislation or case law changes, Lexipol will provide timely updates to reflect this change. MPD officers will also utilize daily, scenario based training bulletins to reinforce our policies.

FINANCIAL IMPACT:

None – GF Budgeted

BUDGET ACTION REQUESTED:

None – Funded by Drug Forfeiture Fund

STAFF RECOMMENDATION:

Staff recommends approval to update/revise the Police Department's policy manual.



SIMPLIFY & STREAMLINE THE ACCREDITATION PROCESS

The Simplest Path to Achieving Accreditation

Accreditation is increasingly becoming the gold standard for excellence in public safety. Agencies that can demonstrate their commitment to state or national accrediting body standards build better community relationships, lower insurance premiums and reduce their risk. But managing the agency accreditation process is a complex, time-consuming task that requires intimate knowledge of policy and extreme attention to detail.

Whether you're working toward your first assessment or maintaining your agency's status, Lexipol's Accreditation Workbench significantly reduces the time and effort needed to successfully prepare for and execute an accreditation assessment.

Improve Accreditation Efficiency

With Lexipol's Accreditation Workbench, you can:

- Access accrediting body standards and compliance checklists in the same place you manage your policies
- Instantly see how your Lexipol policies align with accreditation standards at the paragraph level
- Upload, store and organize proofs of compliance (e.g., documents, videos)
- Complete self-assessments to identify compliance gaps
- Quickly respond to assessor requests for compliance documentation

Benefits of Using Lexipol



Save hundreds of hours spent linking policies to standards and organizing documentation



Improve audit scores and accuracy



Enhance professionalism and build community support

Trusted By More Than 3,000 Public Safety Agencies In 35 States

PREDICTABLE IS PREVENTABLE®

[ABOUT US](#) [TODAY'S TIP](#) [PRESENTATIONS](#) [CONTACT US](#) (844) 312-9500[LAW ENFORCEMENT](#) [FIRE](#) [CUSTODY](#)[Why Lexipol](#)[Products](#)[Case Studies](#)[FAQs](#)[Request Live Demo](#)[Login](#)

**Lexipol LAW ENFORCEMENT provides
state-specific, Public Safety Policy Content
and integrated policy training**



COMPREHENSIVE LAW ENFORCEMENT POLICY MANUAL

The Lexipol Law Enforcement Policy Manual has more than 150 policies based on federal and state laws, regulations and law enforcement best practices. The policy manual is written by legal and public safety professionals who constantly monitor major court decisions, legislation and emerging trends affecting law enforcement operations. Lexipol provides regular updates in response to legislative mandates, case law and the evolution of law enforcement best practices.

The Lexipol system is truly unique — it addresses issues related to risk management, liability, safety and best practices for law enforcement agencies. Lexipol will help you comply with current statutory laws, stay abreast of court decisions and keep up with evolving national best practices. Lexipol's Law Enforcement Policy Manual is often cited as a model by courts, attorneys and law enforcement agencies and has been instrumental in defending agencies against litigation.

Key features and benefits



Legally Defensible Policies

With the Lexipol system, an agency has a clear, straightforward, professional policy manual with proven, legally defensible content.



Reduce Claims and Claim Pay-out Amounts

The Lexipol system helps public safety organizations reduce risk and stay ahead of litigation trends.



Up-to-Date Policies

Lexipol provides regular client alerts in response to precedent-setting court decisions. Urgent updates are provided when needed.



24/7 Access to Your Policy Manual

The Lexipol policy manual is easily accessible by all members of your agency because it is web-based and available 24/7.



Nationwide Collaboration

A Lexipol subscription includes access to one of the largest private networks of public safety collaborators in the nation through the Lexipol Support and Discussion Customer Forum.

REQUEST MORE INFORMATION

(844) 312-9500

MICHIGAN LAW ENFORCEMENT POLICY MANUAL & DAILY TRAINING BULLETINS

Presented to:

Muskegon Police Department

Proposal Updated: 5-22-2018

Lexipol
16755 Von Karman Avenue, Suite 250
Irvine, California 92606
949.484.4444
www.lexipol.com

Karen James
Senior Account Executive
949-325-1230
kjames@lexipol.com

Proposal Valid Through: June 15, 2018



PREDICTABLE IS PREVENTABLE™

May 22, 2018

Chief Jeff Lewis
Muskegon Police Department
980 Jefferson Street
Muskegon, Michigan 49440

Dear Chief Lewis,

Thank you for the opportunity to propose our Law Enforcement Policy Manual and integrated Daily Training Bulletin service to your department. Since 2003, our proven policy and training solutions have helped public safety agencies across the country reduce risk, avoid litigation and focus more resources on proactive policing.

Lexipol's cost-effective model and easy-to-use web-based tools provide your agency with:

- Policies that reflect up-to-date, applicable industry standards and best practices
- Content specific to the laws and practices of Michigan
- Daily scenario-based training that reinforces your agency's policies
- Timely updates in response to new legislation and case law

Vetted by a team of attorneys specializing in public safety law, our content is used by more than 3,000 public safety agencies nationwide. As a Lexipol client, you will always have access to a current policy manual that reflects your agency's values and policing philosophy, and the peace of mind that comes from knowing your agency is protected.

Thank you again for your interest in Lexipol.

Sincerely,

LEXIPOL, LLC

Karen James

Karen James
Senior Account Executive



PREDICTABLE IS PREVENTABLE

PROPOSAL FOR LAW ENFORCEMENT POLICY MANUAL

PRESENTED TO: Muskegon Police Department DATE: 5-22-18

Lexipol Annual Subscription Service	Term	Price
Annual Subscription:		
LE Policy Manual & Daily Training Bulletins w/ Supplemental Publication Service	Annual	\$16,544
MACP Accreditation Workbench	Annual	\$1,500
MACP 5% Member Discount	Annual	(\$902)
Annual Recurring Subscription - Subtotal		\$17,142
Additional Discount - Accreditation Workbench	Year 1 Only	(\$360)
Subscription Total Due - Year 1		\$16,782

Implementation Support (Optional)	Term	Price
Comprehensive Cross-Reference <i>(Based on up to 300 pages in current manual)</i> Cross reference of existing content to Lexipol. Annotations and tips on where/how to integrate agency unique content and content similar to existing Lexipol policies. See scope of works for details.	One-time fee	\$5,510
100 hours - Support+ Package 100-hours prepaid (7% discount) bucket of hours with flexible scope of work.	One-time fee	\$13,900
50% Discount Support+ Package (100 hours at 50 hour rate) - If agency starts with Lexipol (Agreement received) no later than June 15, 2018.		(\$6,950)
Implementation Total		\$12,460

Total Due - Start-up		
Subscription Total Due - Year 1	Annual	\$16,782
Implementation (Cross Reference + 100 hours Support+)	One-time fee	\$12,460
Total Due Start-up		\$29,242

Pricing is based on:

Law Enforcement – No. of Authorized Sworn Officers: 73 (and up to 75)

SCOPE OF SERVICES:

Law Enforcement Policy Manual & Daily Training Bulletins

- Compliant with state and federal laws and regulations
- Customized to reflect your agency's terminology and structure
- Scenario-based daily training ties policy to real-world applications
- Each DTB includes a test question that reinforces policy comprehension
- Officers can complete DTBs via computers or iOS and Android mobile devices
- DTB completion and policy acknowledgement reports available by officer, topic or policy

Policy Updates

- Delivered in response to new legislation, case law and evolving best practices
- Changes are presented in mark-up form and side-by-side comparison against existing policy
- Your agency can accept, reject or customize each update

Web-Based Delivery Platform & Mobile App (Knowledge Management System)

Included with every subscription, this state-of-the-art web-based platform features:

- Ability to edit and customize content to reflect your agency's mission and philosophy
- Efficient distribution of policies to staff
- Automated tracking and reporting of policy acknowledgement and completion of training by all staff
- Archival and easy retrieval of all versions of policy manual
- Mobile app that provides in-the-field access to policy and training materials

Supplemental Manual

- Electronically links department-specific procedural content to your policy manual
- Automated tools help ensure consistency between policy and procedure material
- Perfect for standard operating guidelines/procedures, general orders or field guides

Accreditation Tools (This toolset is included in your subscription)

- Standards content is electronically delivered, in accordance with MACP standards
- Language within each applicable policy is tagged with and linked to the corresponding accreditation standard.
- Reports show policy compliance with specified accreditation standards, facilitating audits and assessments

Accreditation Workbench – Supplement to existing Accreditation Toolset

Managing the accreditation process for an agency is a complex task that requires intimate knowledge of policy and extreme attention to detail. Lexipol's Accreditation Workbench provides the Accreditation Manager access to content and tools that significantly reduce the time and effort required to successfully navigate the preparation for and execution of an accreditation assessment.

- Current standards for supported accreditation programs are preloaded and viewable
- Your policies / written directives are pre-tagged to the applicable standards
- Compliance checklists are preloaded for each standard, clearly detailing required written directives and proofs of compliance.
- Upload, store and organize proofs of compliance (documents, videos) in a preformatted electronic folder system, based on the organization of the standards across the entire multi-year accreditation cycle
- Complete self-assessments by using analysis tools to identify gaps in required proofs of compliance

- Streamline assessment process by generating printed reports or showing the assessor compliance items online

Customer Assistance & Support

- Training on the Lexipol web-based delivery platform
- Direct Collaboration Assistance provides eight hours of individualized web-based sessions (to be scheduled within first 30 days of subscription service) to give your agency administrator initial training to progress successfully and independently with the work plan
- Dedicated Account Management representatives provide continual support via phone and email

Comprehensive Policy Cross-Reference

Making the transition to Lexipol starts with understanding how your agency's current policy content compares with our master policy content. Our Comprehensive Policy Cross-Reference service provides a logical method to distinguishing between the two.

- Analysis of your existing policies and procedures to identify content similar to Lexipol's Michigan master content, as well as content unique to your jurisdiction and not covered within the Lexipol manual
- Your existing policies returned with annotations and tips to integrate into the Lexipol master content
- Information provided on where to find content similar to your policies in the Lexipol master manual, providing your project manager the ability to quickly compare the Lexipol version against your related current policy language
- One-on-one review with your agency to discuss the cross-reference report

Support+ Package(s)

Lexipol's Support+ Package provides a discounted, easy-to-buy, customizable solution for agencies looking for one-on-one assistance with a member of our Professional Services staff experienced in policy implementation and project management. Packages are offered in 50-hour increments with a flexible scope of work. Additional packages may be purchased as needed.

Flexible scope of work customizable as your specific needs evolve throughout the project, but may include:

- Access to Lexipol's online secure collaborative workspace/database
- Database design, personnel training
- Database maintenance: ongoing during project
- Online collaborative support
 - Policy editing to meet department's specific structure and needs
 - Proper integration of existing content
 - General policy-related questions
 - Collaboration on difficult or complicated policies, at department's request
 - Assembly of policy manual within Lexipol's KMS, including data entry and hyperlinks to procedure manual, as appropriate
- Assembly of procedure manual in Supplemental Manual(s) (if purchased) within Lexipol's KMS
- Quality assurance review and copyedit



PREDICTABLE IS PREVENTABLE[®]

AGREEMENT FOR USE OF SUBSCRIPTION MATERIAL

Agency's Name: Muskegon Police Department
Agency's Address: 980 Jefferson Street
Muskegon, Michigan 49440

Attention: Captain Dennis Lord

Lexipol's Address: 16755 Von Karman Avenue, Suite 250
Irvine CA 92606-4918
Attention: Karen James

Effective Date:
(to be completed by Lexipol upon receipt of signed Agreement)

The Agreement for Use of Subscription Material is between Lexipol, LLC, a Delaware limited liability company ("**Lexipol**"), and the Agency identified above. The Agreement consists of (a) this cover sheet; (b) **Exhibit A** (Subscriptions Being Purchased and Subscription Fees) attached to this cover sheet (consisting of 1 page), and (c) **Exhibit B** (General Terms and Conditions) attached to this cover sheet (consisting of 5 pages). Capitalized terms that are used in Exhibit A and not defined therein shall have the respective meanings given to them in Exhibit B.

AGENCY

Signature: _____
Print Name: _____
Title: _____
Date Signed: _____

LEXIPOL, LLC

Signature: _____
Print Name: Van Holland
Title: Chief Financial Officer
Date Signed: _____

EXHIBIT A

SUBSCRIPTIONS BEING PURCHASED AND SUBSCRIPTION FEES

Agency is purchasing the following:

Pricing is based on: 73 (and up to 75) sworn.

Lexipol Annual Subscription Service	Term	Price
Annual Subscription:		
LE Policy Manual & Daily Training Bulletins w/ Supplemental Publication Service	Annual	\$16,544
MACP Accreditation Workbench	Annual	\$1,500
MACP 5% Member Discount	Annual	(\$902)
Annual Recurring Subscription - Subtotal		\$17,142
Additional Discount - Accreditation Workbench	Year 1 Only	(\$360)
Subscription Total Due - Year 1		\$16,782

Implementation Support (Optional)	Term	Price
Comprehensive Cross-Reference <i>(Based on up to 300 pages in current manual)</i> Cross reference of existing content to Lexipol. Annotations and tips on where/how to integrate agency unique content and content similar to existing Lexipol policies. See scope of works for details.	One-time fee	\$5,510
100 hours - Support+ Package 100-hours prepaid (7% discount) bucket of hours with flexible scope of work.	One-time fee	\$13,900
50% Discount Support+ Package (100 hours at 50 hour rate) - If agency starts with Lexipol (Agreement received) no later than June 15, 2018.		(\$6,950)
Implementation Total		\$12,460

Total Due - Start-up		
Subscription Total Due - Year 1	Annual	\$16,782
Implementation (Cross Reference + 100 hours Support+)	One-time fee	\$12,460
Total Due Start-up		\$29,242

EXHIBIT B

GENERAL TERMS AND CONDITIONS

1. **Definitions.** For purposes of this Agreement, each of the following terms will have the meaning indicated in this Section:

1.1 **Agency's Account.** "*Agency's Account*" means the account by which Agency accesses the Subscription Materials.

1.2 **Agreement.** "*Agreement*" means (a) the cover sheet to which these General Terms and Conditions are attached, (b) Exhibit A (Subscriptions Being Purchased and Subscription Fees) attached to that cover sheet, and (c) these General Terms and Conditions.

1.3 **Initial Term/Contract Year.** "*Initial Term*" means the twelve-month period commencing on the Effective Date and "*Contract Year*" means each twelve-month period commencing on each anniversary of the Effective Date, except as may otherwise be modified by Section 2.1 Term below.

1.4 **Derivative Work.** "*Derivative Work*" means a work that is based on the Subscription Material or any portion thereof, such as a revision, modification, abridgement, condensation, expansion, or any other form in which the Subscription Material or any portion thereof may be recast, transformed, or adapted. For purposes of this Agreement, a Derivative Work also includes any compilation that incorporates any portion of the Subscription Material. Further, "*Derivative Work*" includes any work considered a "derivative work" under United States copyright law.

1.5 **Effective Date.** "*Effective Date*" means the date specified on the cover sheet to which these General Terms and Conditions are attached.

1.6 **Subscription Materials.** "*Subscription Materials*" means the policy manuals, supplemental policy publications, daily training bulletins and other materials provided by Lexipol to Agency from time to time during the term of this Agreement under the subscriptions purchased by Agency as specified in Exhibit A.

2. **Term and Termination.**

2.1 **Term.** This Agreement is effective upon the execution and delivery of this Agreement by both Lexipol and Agency, and shall continue in effect until the expiration of the Initial Term; provided, however, that the term of this Agreement will automatically be extended for successive one-year periods thereafter (each a Contract Year), unless either party gives written notice to the other party to the contrary not less than thirty (30) days prior to the expiration of the Initial Term or the then current Contract Year, as the case may be. Notwithstanding the foregoing, however, this Agreement will be subject to termination as provided in Section 2.2 below.

2.2 **Termination.** This Agreement may be terminated by either party, effective immediately, (a) in the event that the other party fails to discharge any obligation or remedy any default under this Agreement for a period of more than thirty (30) calendar days after it has been given written notice of such failure or default; or (b) in the event that the other party makes an assignment for the benefit of creditors or commences or has commenced against it any proceeding in bankruptcy, insolvency or reorganization pursuant to the bankruptcy laws of any applicable jurisdiction.

2.3 **Effect of Expiration or Termination.** Upon the expiration or termination of this Agreement, all of the rights granted to Agency by this Agreement to the subscriptions identified on Exhibit

A shall automatically terminate. The termination or expiration of this Agreement shall not, however, relieve either party from any obligation or liability that has accrued under this Agreement prior to the date of such termination or expiration. The right to terminate this Agreement pursuant to Section 2.2 above shall be in addition to, and not in lieu of, any other remedy, legal or equitable, to which the terminating party shall be entitled at law or in equity. The provisions of Sections 1 (Definitions), 4 (Copyright; Derivative Works; Lexipol's Ownership), 5 (Right to Use; Limitations on Use of Subscription Material and Derivative Works), 7 (Privacy Policy), 8 (Policy Adoption), 9 (Disclaimer of Liability), 10 (Limitation of Liability), 13 (Miscellaneous), and this Section 2.3 shall survive the expiration or termination of this Agreement for any reason whatsoever.

3. Subscription Fees, Etc.

3.1 Subscription Fee/Invoicing. Lexipol will invoice Agency at the commencement of the Subscription Service (Initial Term) and thirty (30) days prior to the date for each Contract Year (refer to 2.1 above). Agency will pay to Lexipol the subscription fee specified on Exhibit A within thirty (30) days following Agency's receipt of the invoice for such subscription and renewal fees. All invoices will be sent to Agency at the address for Agency specified on the cover sheet to which these General Terms and Conditions are attached. All payments will be made to Lexipol at the address for Lexipol specified on the cover sheet to which these General Terms and Conditions are attached. Lexipol reserves the right to increase pricing for subsequent Contract Years.

3.2 Taxes; Past Due Amounts. All amounts required to be paid under this Agreement, unless otherwise stated on Exhibit A, are exclusive of all taxes and similar fees now in force or enacted in the future imposed on the subscriptions purchased by Agency under this Agreement and/or delivery by Lexipol to Agency of Subscription Material, all of which Agency will be responsible for and will pay in full, except for taxes based on Lexipol's net income. In the event any amount owed by Agency is not paid when due, and such failure is not cured within ten (10) days after written notice thereof from Lexipol, then in addition to any other amount due, Agency shall pay a late payment charge on the overdue amount at a rate equal to the lower of (a) one percent (1%) per month, or (b) the highest rate permitted by applicable law.

4. Copyright; Derivative Works; Lexipol's Ownership. Agency acknowledges and agrees that the Subscription Material is a proprietary product of Lexipol, protected under U.S. copyright law, and that Lexipol reserves all rights not expressly granted in this Agreement. Subject to the terms and conditions contained in this Agreement, Lexipol hereby grants Agency the right to prepare Derivative Works, except as limited by the terms of this agreement; provided, however, that Agency acknowledges and agrees that Lexipol will be the sole owner of all right, title and interest in and to all Derivative Works prepared by or for Agency, including all copyrights and other intellectual property and proprietary rights therein or pertaining thereto, and Agency hereby assigns and transfers to Lexipol all right, title and interest in and to all Derivative Works prepared by or for Agency, including all copyrights and other intellectual property and proprietary rights therein or pertaining thereto. Agency will not remove from any copies of the Subscription Material provided by Lexipol to Agency any copyright notice or other proprietary notice of Lexipol appearing thereon, and shall include such copyright and other notices at the appropriate place on each copy of the Subscription Material and each copy of any Derivative Work made by or for Agency, in any form.

5. Right to Use; Limitations on Use of Subscription Material and Derivative Works. Subject to the terms and conditions contained in this Agreement, Lexipol hereby grants to Agency a perpetual, personal, fully paid-up, right to use, except as limited by the terms of this agreement the Subscription Material and any Derivative Works prepared by or for Agency, solely for the Agency's internal purposes. Agency will not use, copy, republish, lend, distribute, post on servers, transmit, redistribute, display, in whole or in part, by any means or medium, electronic or mechanical, or by any information storage and retrieval system, any Subscription Material or any Derivative Work prepared by or for Agency other than as expressly authorized by the immediately preceding sentence. Without limiting

the generality of the foregoing, Agency will not import, upload, or otherwise make available any Subscription Material or any Derivative Work prepared by or for Agency into or onto any third party knowledge, document, or other content management system or service without Lexipol's prior written consent. The foregoing does not, however, prohibit or restrict Agency from providing Subscription Material or Derivative Works prepared by or for Agency pursuant to an order from a court or other governmental agency or other legal process, or Freedom of Information Act (FOIA) request, or Public Records Act (PRA) request, nor does it prohibit or restrict Agency from displaying the adopted/approved final policy document on a publicly accessible website for official Agency purposes, so long as Agency includes the appropriate copyright and other proprietary notices on such final policy document as required by Section 4 above.

6. **Account Security.** Agency is solely responsible for maintaining the confidentiality of Agency's user name(s) and password(s) and the security of Agency's Account. Agency will not permit access to Agency's Account, or use of Agency's user name(s) and/or password(s) by any person or entity other than authorized Agency personnel. Agency will immediately notify Lexipol in writing if Agency becomes aware that any person or entity other than authorized Agency personnel has used Agency's Account or Agency's user name(s) and/or password(s).

7. **Privacy Policy.** Lexipol will hold all information Agency provides in confidence unless required to provide information in accordance with an order from a court or other governmental agency or other legal process such as a Freedom of Information Act (FOIA) request, or Public Records Act (PRA) request. Lexipol will use commercially reasonable efforts to ensure the security of information provided by Agency. Lexipol's system also uses Secure Socket Layer (SSL) Protocol for browsers supported by Lexipol application(s). SSL encrypts information as it travels between the Agency and Lexipol. However, Agency acknowledges and agrees that Internet data transmission is not always 100% secure and Lexipol does not warrant or guaranty that information Agency transmits utilizing the Lexipol system or online platform is 100% secure.

Agency acknowledges that Lexipol may provide view-only access and summary information (including but not limited to, status of number of policies developed or in development, percentage of staff reviews of developed policies, and percentage of DTBs taken) to the Agency's affiliated Risk Management Authority, Insurance Pool or Group, or Sponsoring Association, if they are actively funding their member Agencies' Subscription Fees.

8. **Policy Adoption.** Agency hereby acknowledges and agrees that any and all policies and Daily Training Bulletins (DTBs) included in the Subscription Material provided by Lexipol have been individually reviewed, customized and adopted by Agency for use by Agency. Agency further acknowledges and agrees that neither Lexipol nor any of its agents, employees or representatives shall be considered "policy makers" in any legal or other sense and that the chief executive of Agency will, for all purposes, be considered the "policy maker" with regard to each and every such policy and DTB.

9. **Disclaimer of Liability.** Agency acknowledges and agrees that Lexipol its officers, agents, managers, and employees will have no liability to Agency or any other person or entity arising from or related to the Subscription Materials, or any act or omission by Agency or its personnel pursuant to, or in reliance on, any of the Subscription Materials.

10. **Limitation of Liability.** Lexipol's cumulative liability to Agency and any other person or entity for any loss or damages resulting from any claims, demands, or actions arising out of or relating to this Agreement or the use of any Subscription Materials shall not exceed the subscription fees actually paid to Lexipol for the use of the Subscription Materials under this Agreement during the twelve-month period immediately prior to the assertion of such claim, demand or action. In no event shall Lexipol be liable for any indirect, incidental, consequential, special, or exemplary damages or lost profits, even if Lexipol has been advised of the possibility of such damages. The limitations set forth in this Section shall apply

whether Agency's claim is based on breach of contract, tort, strict liability, product liability or any other theory or cause of action.

11. Non-Transferability. The subscriptions and rights to use the Subscription Material granted by this Agreement are personal to Agency and Agency shall not assign or otherwise transfer the same to any other person or entity.

12. Confidentiality. From time to time during the term of this Agreement, a party may be required to disclose information to the other party that is marked "confidential" or the like, or that is of such a type that the confidentiality thereof is reasonably apparent ("Confidential Information"). The receiving party will: (a) limit disclosure of any Confidential Information of the other party to the receiving party's directors, officers, employees, agents and other representatives (collectively "Representatives") who have a need to know such Confidential Information in connection with the business relationship between the parties to which this Agreement relates, and only for that purpose; (b) advise its Representatives of the confidential nature of the Confidential Information and of the obligations set forth in this Agreement and require such Representatives to keep the Confidential Information confidential and to use it only as permitted by this Agreement; (c) keep all Confidential Information confidential by using a reasonable degree of care, but not less than the degree of care used by it in safeguarding its own confidential information; and (d) not disclose any Confidential Information received by it to any third party (except as otherwise provided for herein). Notwithstanding the foregoing, however, a party may disclose Confidential Information of the other party pursuant to any governmental, judicial, or administrative order, subpoena, discovery request, regulatory request, or Freedom of Information Act (FOIA) request, or Public Records Act (PRA) request, or similar method, provided that the party proposing to make any such disclosure will promptly notify, to the extent practicable, the other party in writing of such demand for disclosure so that the other party may, at its sole expense, seek to make such disclosure subject to a protective order or other appropriate remedy to preserve the confidentiality of the Confidential Information. Each party shall be responsible for any breach of this Section by any of such party's Representatives.

Miscellaneous.

13.1 Governing Law. This Agreement shall be construed in accordance with, and governed by, the laws of the State of California, without giving effect to any choice of law doctrine that would cause the law of any other jurisdiction to apply.

13.2 Entire Agreement. This Agreement embodies the entire agreement and understanding of the parties hereto and hereby expressly supersedes any and all prior written and oral agreements and understandings with respect to the subject matter hereof, including without limitation any and all agreements and understandings pertaining to the use of the Subscription Materials by Agency. No representation, promise, inducement, or statement of intention has been made by any party hereto that is not embodied in this Agreement. Terms and conditions set forth in any purchase order, or any other form or document of Agency, which are inconsistent with, or in addition to, the terms and conditions set forth in this Agreement, are hereby objected to and rejected in their entirety, regardless of when received, without further action or notification by Lexipol, and shall not be considered binding on Lexipol unless specifically agreed to in writing by it.

13.3 Headings. The captions and other headings contained in this Agreement are for convenience only and shall not be considered a part of or affect the construction and interpretation of any provision of this Agreement.

13.4 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same document.

13.5 Amendment. No amendment, modification, or supplement to this Agreement shall be binding unless it is in writing and signed by the party sought to be bound thereby.

13.6 Attorneys' Fees. If any action is brought by either party to this Agreement against the other party regarding the subject matter hereof, the prevailing party shall be entitled to recover, in addition to any other relief granted, reasonable attorneys' fees and expenses of litigation.

13.7 General Interpretation. The language used in this Agreement shall be deemed to be the language chosen by the parties hereto to express their mutual intent. This Agreement shall be construed without regard to any presumption or rule requiring construction against the party causing such instrument or any portion thereof to be drafted, or in favor of the party receiving a particular benefit under the Agreement. No rule of strict construction will be applied against any person or entity.

13.8 Notices. Any notice required by this Agreement or given in connection with it, shall be in writing and shall be given by personal delivery, by certified mail, postage prepaid, or by recognized overnight delivery service to the appropriate party at the address of such party stated on the cover sheet to which these General Terms and Conditions are attached, or such other address as such party may indicate by a notice delivered to the other party in accordance with the terms of this Section. Alternatively, electronic mail or facsimile notice is acceptable when acknowledged by the receiving party.

13.9 Invalidity of Provisions. Each of the provisions contained in this Agreement is distinct and severable and a declaration of invalidity or unenforceability of any such provision or part thereof by a court of competent jurisdiction shall not affect the validity or enforceability of any other provision hereof. Further, if a court of competent jurisdiction finds any provision of this Agreement to be invalid or unenforceable, then the parties agree that the court should endeavor to give effect to the parties' intention as reflected in such provision to the maximum extent possible.

13.10 Waiver. Lexipol's failure to exercise, or delay in exercising, any right or remedy under any provision of this Agreement shall not constitute a waiver of such right or remedy.

End of General Terms and Conditions

AGENDA ITEM NO. _____
CITY COMMISSION MEETING _____

TO: Honorable Mayor and City Commissioners
FROM: Frank Peterson, City Manager
DATE: June 8, 2018
RE: Convention Center Development Agreement

SUMMARY OF REQUEST:

City staff is requesting approval of a development agreement involving the City of Muskegon, Muskegon County, and Parkland Properties. The agreement will guide the development of the proposed convention center and outline the commitments of all three parties.

FINANCIAL IMPACT:

None

BUDGET ACTION REQUIRED:

None at this time.

STAFF RECOMMENDATION:

To approve the development agreement and authorize the Mayor and Clerk to sign.

COMMITTEE RECOMMENDATION:

None.

DEVELOPMENT AGREEMENT

THIS **DEVELOPMENT AGREEMENT** (“Agreement”) is made and entered into as of June _____, 2018, among the **COUNTY OF MUSKEGON**, a Michigan municipal corporation (“County”), the **CITY OF MUSKEGON** (“City”), and **PARKLAND ACQUISITION TWO, LLC**, (“Parkland”) in order to confirm certain rights and obligations relating to the development and use of certain property located in downtown Muskegon, Michigan.

DEFINITIONS:

As used in this Agreement, certain terms have the following definitions:

- A. *Qualifying Brand Hotel* means a hotel currently defined as upscale or better according to the most recent “Smith Travel Report” research. The Hotel will not contain fewer than 180 guest rooms and will maintain services and quality standards consistent with full service properties within the Qualifying Brand.
- B. *Qualifying Brand Franchise* means any one of the following national, full service hotel brands: Radisson, Hilton, Hyatt, Embassy Suites, Marriott, Delta by Marriot, Omni, Renaissance, Sheraton, Westin, DoubleTree, Crowne Plaza, ~~or~~ Radisson Blu, or any hotel franchise currently defined as upscale or better according to the most recent “Smith Travel Report” research.
- C. *Control of property* means ownership, lease or otherwise operating the property.
- D. *Majority ownership* means an ownership stake of 51% or more.
- E. *Property* means the property commonly known as the Holiday Inn Muskegon-Harbor, which is located at 939 Third Street, Muskegon, Michigan, in order to serve as an appropriate headquarters hotel asset for a new City-owned Convention Center.
- F. *Scheduled opening* means the mutually-agreed upon date of the opening of the Convention Center, that being no later than January 31, 2021, or extended by mutual agreement of the Parties.
- G. *Productive hotel asset* means a hotel that is open at least 365 days a year and has at least 80% of its rooms in service on average annually. .
- H. *PA 59* means State of Michigan Public Act 59 of 1984, MCL 141.871, *et. seq.*, as amended

- I. *PA 59 Authority* means the “City of Muskegon PA 59, an authority created under PA 59.I. *PA 263* means State of Michigan Public Act 263 of 1974, MCL 141.861, *et. seq.*, as amended.
- K. *Holiday Inn* means the hotel operated by Parkland, or successor in interest, at 939 Third Street, Muskegon, Michigan 49440.
- L. *Shoreline Inn* means the hotel operated by Parkland’s affiliate, Shoreline Inn, LLC, or successor in interest, at 750 Terrace Point Blvd., Muskegon, Michigan 49440.

RECITALS:

This Agreement is based upon the following facts and circumstances:

A. The County, City and Parkland mutually desire to have Parkland undertake a renovation and rebranding of the “Property”, commonly known as the Holiday Inn Muskegon-Harbor, which is located at 939 Third Street, Muskegon, Michigan, in order to serve as an appropriate headquarters hotel asset for a new City-owned Convention Center. For purposes of this Agreement, the renovated and rebranded Hotel and the new Convention Center is defined as the “Project”. The Project will include the following components: (i) renovation and rebranding of the Holiday Inn Muskegon-Harbor to a Hotel with a Qualifying Brand which will continue to be owned by Parkland (subject to provisions in Section 1.0); and, (ii) the construction of a new Convention Center (defined in Section 3.0 and referred to as “Convention Center”) which will be owned by the City and located adjacent to the renovated and remodeled hotel.

B. In order for Parkland to meet certain application requirements pursuant to a Qualifying Brand franchise for the Hotel and proceed with its participation in the Project, the memorialization of certain County, City and Parkland commitments pertaining to their respective participation in the Project are necessary through this Agreement.

C. The County and City believes the Project, and the fulfillment generally of this Agreement, are in the best interests of the County and City as a whole and necessary for the purposes of the creation of jobs and employment opportunities; to drive new tourism; and to improve the economic welfare of the residents of the County and City.

NOW, THEREFORE, in consideration of the warranties, representations, covenants and agreements set forth herein, and for other good and valuable consideration, and receipt and sufficiency of which are hereby acknowledged, the County, City and Parkland agree as follows:

1.0 COMMITMENTS BY PARKLAND. Subject to the conditions precedent to its obligations, Parkland agrees to and shall fulfill the following commitments.

1.1 Property. Parkland agrees to undertake and fund a PIP (product improvement plan) and renovate the Property currently known as the Holiday Inn Muskegon-Harbor to meet current brand standards associated with a Qualifying Brand hotel, and re-open as such at or before the scheduled opening of the Convention Center. Parkland's PIP shall include remodeling of the Hotel's banquet rooms and hallway adjacent to the Convention Center, in accordance with the standards for a Quality Brand Franchise. Parkland will attempt to match the design of these areas with the know design of the Convention Center, in order to achieve consistency and uniformity between these areas and the Convention Center. In the event Parkland commences renovations of these areas prior to the receipt of a final design from the City, Parkland and City shall work together to incorporate Parkland's renovations into the final design of the Convention Center. City and Parkland shall grant to each other an irrevocable access agreement through the Holiday Inn to the Convention Center and through the Convention Center to the Holiday Inn, which shall be more fully described in a separate agreement. To the extent that it controls majority ownership of the Property, Parkland, or any successor owner of Holiday Inn, shall maintain a Qualifying Brand franchise at the Property until May 25, 2044. Should Parkland or any successor owner of Holiday Inn dispose of majority ownership control of the Property or should it cease operations as a productive hotel asset without having the new owner(s) of a majority ownership control of the Property reaffirm, or in the case of transfer of the Property assume, Parkland's obligation hereunder, at the time of such event, the County would have the option to collect from Parkland or its successor owner of Holiday Inn, if required, any calculated remaining shortfall in downtown PA 59 funding required to ameliorate the remaining debt service obligations associated with the construction of the Project. Commencing October 1, 2019 and within 90 days of the end of the City's fiscal year thereafter, the City shall report to the Parties the amount owed the City for the immediately preceding calendar year as well as all increases and reductions in the debt from the prior reporting period.

1.2 Special Assessment. Until December 31, 2043, which may be extended by the City for up to four additional years if City has not fully compensated for expenses relating to the Convention Center, the specifically-enacted additional 4.0% PA 59 lodging tax assessment from the PA 59 Authority in downtown Muskegon will not be reduced or removed without the consent of the County. Parkland shall place a restrictive covenant that runs with the land on both properties requiring both to support and vote in favor of the 4% PA 59 assessment so long as the matching PA 263 funds are paid by the County, until the Convention Center debt is paid in full but no longer than four years from the original deadline.

1.3 Subdivision and Transfer. Parkland agrees to subdivide and convey by deed to the City that portion of the Property owned by Parkland upon which the Convention Center shall be located. This area is generally described as the small section of unused grass area between Parkland's parking structure and 4th Street and the unused vacated entry ramp, but shall not include the heating/air conditioning units adjacent to the Holiday Inn. This area is part of Muskegon County Convention Center Condominiums. The City will furnish Parkland with a more precise legal description of the area it desires to receive at least ninety (90) days prior to the commencement of construction activities for the Convention Center. Parkland shall have the option to delay its charitable donation of the Convention Center property interest until after the Convention Center is constructed if it deems it advantageous to do so for income tax purposes. All existing easements for utilities and emergency access shall be preserved as part of any transferred land unless the parties mutually agree otherwise.

2.0 CONDITIONS PRECEDENT TO OBLIGATIONS OF PARKLAND

2.1 Conditions. The obligations of Parkland to consummate the transactions and obligations set forth in this Agreement shall be expressly conditioned upon the fulfillment or waiver by Parkland of each of the following conditions ("Parkland Conditions"):

- (a) Parkland shall have obtained the Qualifying Brand franchise for its Property by May 31, 2019.

(b) Parkland agrees to enter into a Management agreement with the City concerning the Convention Center operations. Such agreement will provide that Parkland, or its assignee, will operate the Convention Center at its own financial risk or gain, and will not require an ongoing subsidy from County, City or other government agency.

2.2 The County's Cooperation. The County shall cooperate with Parkland in connection with the satisfaction of Parkland's Conditions, including executing any necessary applications at no cost or expense to Parkland. The County to the best of its ability shall assist Parkland in obtaining any necessary governmental approvals.

2.3 Failure to Satisfy Parkland Conditions. In the event that any of the Parkland Conditions shall not be satisfied as set forth above, Parkland shall be subject to the provisions of Section 7.5 of this Agreement.

3.0 OBLIGATIONS OF THE CITY. Subject to the conditions precedent to its obligations, the City agrees to the following commitments.

3.1 Construction. Attached to the Holiday Inn hotel structure on the Property, and possibly the Walker Arena (but not any other structure) the City shall construct, at its own cost, a Convention Center integrating a carpeted, sub-dividable Multipurpose Hall of a minimum of 20,000 contiguous square feet and additional carpeted breakout meeting rooms totaling a minimum of 5,000 square feet. Including circulation, support and back-of-house space, the total square footage of the Convention Center will not be lower than 35,000 square feet. County may provide input to City as to the final design for the Convention Center, but recognizing that the Convention Center needs to be required size and limited expense it is City's sole obligation to approve the final design of the Convention Center. Final Convention Center construction cost figures will be determined upon the subsequent design stage, but will not represent less than \$12.0 million in land acquisition and construction expenditures by the City and no more than \$14 million in land acquisition, construction costs, furniture, fixtures and equipment. To the extent that the total cost exceeds \$20 million, City is solely obligated to make such payment unless the County, in its sole discretion, agrees to the expense and then the payment shall be made from PA 263 funds. The County and City will pursue additional funding sources to complement the commitment, which could include State grant funding, excess PA 59 and

PA 263 funds, and other sources.

City shall insure the employment of local businesses, local workers and use of prevailing wages in the construction of the Convention Center “Local” shall mean located in or residence in Muskegon County. “Prevailing wage rates” shall mean as determined and published by the State of Michigan, Department of Licensing and Regulation, Wage and Hour Division.

3.2 Ownership. The Convention Center will be publicly-owned by the City. The City reserves the right to effectuate a transfer of full or partial ownership of the Convention Center to another governmental or quasi-governmental entity or authority, which includes the City and/or County, at a future time if deemed to be in the best interests of the City and residents.

In the event the City decides to transfer full or partial ownership of the Convention Center to a private for profit entity prior to December 31, 2038, Parkland would receive the first purchase bid opportunity and would be afforded the right to match any competitive purchase bid from those parties, as consolidated operations of the Convention Center and Property is ultimately desired and considered to be in the best interests of the Project and the investment of the City. The net proceeds, including the payment of all closing costs and payment of all loans related to the Convention Center, including from the City or County, of such a sale, shall be split equally between the City and County.

Parkland’s option under this paragraph shall terminate with respect to such purchaser; provided, however, that if the City does not close under the same or more favorable terms to the City, as presented to Parkland, then the Parkland’s option shall continue as to any subsequent proposed sales or transfers of ownership of the Convention Center and Parkland shall have the right ot specifically enforce the terms of this option against the purchaser and anyone claiming through the purchaser. The options herein granted shall also survive any transfer of ownership and bind any future owner of the Convention Center in favor of such new owner so long as Parkland is the owner of the attached hotel and no later than December 31, 2045.

In the event the City receives a bona-fide offer from a purchaser who wants to buy City owned land as of the effective date of this Development Agreement within one mile of the Convention Center prior to December 31, 2028 to build a hotel, then Parkland shall have a right of first refusal to buy the property on the same terms, for a period of two months.

3.3 Ongoing Responsibilities. The County and City will not be responsible for any ongoing financial operating subsidy for the Convention Center. They will, however, require all other lodging facilities created after this date and situated in the City of Muskegon to pay the same four percent (4%) extra room tax to the PA 59 Authority. Parkland, its assignee, or other party ultimately contracted to manage the Convention Center will be expected to operate it at its own financial risk or gain. The entity contracted to manage the Convention Center shall be either Parkland, or its successors or affiliates, or a regional or national convention center management specialist like SMG (which manages Port Huron and Grand Rapids convention centers). The operator of the Convention Center shall have control over the operations of the Convention Center, provided it operates in a manner that is consistent with other similar size convention centers and is profitable, consistent with a space release policy prepared by Parkland. The entity contracted to manage the Convention Center will be responsible for the cost of routine maintenance and minor repair items encountered during the normal course of daily operations. Routine maintenance shall be defined as any preventative or cyclical maintenance that is an essential part of the ongoing care and upkeep of the land, building and equipment contained within the building. Routine maintenance shall also include any on going maintenance necessary to prevent the failure of critical and non-critical building systems and equipment. Examples of routine maintenance include filter changes, painting, caulking, sealing, pest control, faulty hardware replacement, carpet cleaning, tile and grout cleaning, plumbing repairs replacement of faulty lights/fixtures/wiring, and upkeep of alarms, detectors, surveillance systems, and energy management systems. Minor repairs shall be defined as land, building, and equipment repairs of a non-routine nature costing less than \$5,000, which is to be increased by the consumer price index on the first of each year, per repair. The County or City shall only be responsible for providing funding from the future growth in the PA 263 and PA 59 to support the cost of extraordinary repairs, long term maintenance, future renovations and remodeling, and possible expansions of the convention center if warranted.

4.0 CONDITIONS PRECEDENT TO OBLIGATIONS OF THE COUNTY AND CITY.

4.1 Conditions. The obligations of the County and City to consummate the transactions contemplated by this Agreement and construction of a Convention Center shall be subject to each of the following conditions (the “County Conditions”):

(a) Parkland shall have completed or irrevocably committed to the renovation and rebrand of the Property to an appropriate headquarters hotel asset with a Qualifying Brand by May 31, 2019.

(b) Parkland agrees, at the City's or County's request, to enter into a Management agreement concerning the Convention Center without a County or City operating subsidy obligation.

5.0 REPRESENTATIONS AND WARRANTIES OF THE COUNTY AND CITY.

The County and City represents and warrants to Parkland as follows:

5.1 Organization and Powers. The County and City are public bodies corporate duly organized, validly existing and in good standing under the laws of the State of Michigan. The County and City have all requisite corporate power and authority to enter into this Agreement and to carry out and perform all of its covenants and agreements contained herein.

5.2 Authorization. The execution, delivery and performance of this Agreement by the County and City has been duly authorized by all necessary action, pursuant to resolution passed by the County Board of Commissioners and City Commission.

5.3 No Conflict. The execution, delivery and performance by the County or City of this Agreement and consummation of the transactions contemplated hereby do not and will not: (i) violate any provisions of law applicable to it or its ordinances, or any order, judgment or decree of any court or other agency of government binding on it; or (ii) conflict with, result in a breach of or constitute (with due notice or lapse of time or both) a default under any of its contractual obligation.

5.4 Governmental Consents. The execution, delivery and performance by the County and City of this Agreement and consummation of the transactions contemplated hereby may require any registration with, consent or approval of or notice to, or other action to, with or by, federal, state or other governmental authority, judicial or regulatory body.

The Holiday Inn and Shoreline Inn have begun and will continue to collect a 4% per room assessment charge pursuant to PA 59 and will deposit such monies with the PA 59 Board. The PA 59 Board will transfer the PA 59 Funds to the County for the purpose of tourism marketing of the proposed Convention Center. From the PA 263 Funds held by the County, the County shall remit to the City such amounts as are necessary to pay for the design and construction, including the acquisition of furniture, fixtures and equipment and the hiring of outside advisors related to the Convention Center, which will be more specifically described in other documents. The County consents to using no less than one hundred sixty percent (160%) of the County Room tax from the PA 263 in the City of Muskegon tax collection to pay bond payments on the City's debt.

5.5 Binding Obligation. This Agreement, when executed and delivered by the parties, will be a legally valid and binding obligation of the County and City, enforceable against it in accordance with its terms, except as such enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting creditors' rights generally and by general principles of equity.

6.0 REPRESENTATIONS AND WARRANTIES OF PARKLAND. Parkland represents and warrants to the County and City as follows:

6.1 Organization and Powers. Parkland is a Michigan limited liability company duly authorized to conduct business in the State of Michigan. Parkland has or will have prior to the dates for the performance of its obligations under this Agreement all requisite corporate power and authority to enter into this Agreement and to carry out and perform all of its covenants and agreements contained herein.

6.2 No Conflict. The execution, delivery and performance by Parkland of this Agreement and consummation of the transactions contemplated hereby do not and will not: (i) violate any provisions of law applicable to it; or (ii) conflict with, result in a breach of or constitute (with due notice or lapse of time or both) a default under any of its contractual obligations.

6.3 Binding Obligation. This Agreement, when executed and delivered by the parties, will be a legally valid and binding obligation of Parkland, enforceable against it in accordance with its terms, except as such enforceability may be limited by applicable

bankruptcy, insolvency, reorganization, moratorium or similar affecting creditors' rights generally and by general principles of equity. This Agreement shall be binding on Parkland or any successor to Parkland. If Parkland is sold in whole or in part, is acquired, merged, or in any fashion acquired, Parkland's obligations shall be binding on the acquiring or merged entity or new owner of Parkland.

6.4 Compliance with Laws. The performance by Parkland of all obligations, covenants, commitments and undertakings of Parkland pursuant to this Agreement is not, and will not be, in violation of any law, ordinance, rule, regulation, order, policy, guideline or other requirement of any domestic or foreign government, or any instrumentality or agency thereof, having jurisdiction over the Property, Convention Center or the Project.

7.0 DEFAULT

7.1 Default by the County. If the County fails to comply with or perform any of the warranties, representations, covenants or agreements of the County contained herein, such a failure shall constitute a default by the County under this Agreement (an "Event of Default by the County" or an "Event of Default").

7.2 Remedies and Obligations. Upon the occurrence of any Event of Default by the County, then the City or Parkland shall notify the County, which shall have ninety (90) days from the date of such notice to cure, at the cost of the County, the Event of Default. In the Event that such an Event of Default is not cured within such time, the sole and exclusive remedy available to City and/or Parkland, without any further notice to the County, shall be one or more of the following:

- (a) Refrain from any further performance of its covenants and agreements contained herein until the Event of Default by the County shall have been cured to City's and Parkland's reasonable satisfaction,
- (b) City and/or Parkland may cure the Event of Default and be reimbursed from the County; or
- (c) Terminate the Agreement and seek any legal recourse to which it is entitled.

7.3 Default by the City. If the City fails to substantially complete construction of a convention center worth at least \$12 million by January 2021, unless as a result of any Force Majeure, or fails to comply with or perform any of the warranties, representations, covenants or agreements of the City contained herein, such a failure shall constitute a default by the City under this Agreement (an “Event of Default by the City” or an “Event of Default”).

7.4 Remedies and Obligations. Upon the occurrence of any Event of Default by the City, then the County or Parkland shall notify the City, which shall have ninety (90) days from the date of such notice to cure, at the cost of the City, the Event of Default. In the Event that such an Event of Default is not cured within such time, the sole and exclusive remedy available to County and Parkland, without any further notice to the City, shall be one or more of the following:

- (a) Refrain from any further performance of its covenants and agreements contained herein until the Event of Default by the City shall have been cured to County’s and Parkland’s reasonable satisfaction,
- (b) Cure the Event of Default by the County or Parkland and be reimbursed by the City for the cost thereof; or
- (c) Terminate the Agreement and seek any legal recourse to which it is entitled.

7.5 Default by Parkland and Remedies. If Parkland shall, other than as a result of any Force Majeure, fail to comply with or perform any of the warranties, representations, covenants or agreements, of Parkland contained herein, such as:

- (a) Not renovating to one flag higher by Convention Center opening date;
- (b) Not voting for PA 59 with Shoreline Hotel or Holiday Inn; or
- (c) Not covering operational losses of Convention Center if it is asked to operate Convention Center;

such a failure shall constitute a default by Parkland under this Agreement (an “Event of Default by Parkland”).

7.6 Remedies and Obligations. Upon the occurrence of any Event of Default by Parkland, the County or City shall notify Parkland, which shall have ninety (90) days from the date of such notice to cure, at Parkland's cost, the Event of Default. In the Event that such an Event of Default is not cured within such time, the sole and exclusive remedy available to the County or City, without any further notice to Parkland, shall be one or more of the following:

- (a) Refrain from any further performance of its covenants and agreements contained herein until the Event of Default by Parkland shall have been cured to the reasonable satisfaction of the County or City,
- (b) Cure the Event of Default by the City or County and be reimbursed by Parkland for the cost thereof; or
- (c) Terminate the Agreement and seek any legal recourse to which it is entitled.

7.7 Cancellation Fee. In the event the City does not complete a convention center per Section 3.1 by January 2021, or if the City or County terminate this Agreement, Parkland shall be entitled to recover a cancellation fee equal to the room tax collected at the increased nine (9) percent rates for the Shoreline Inn and Holiday Inn during the four (4) years following the termination from the County and the PA 59 Authority, respectively with respect to the taxes they each collect, for the purpose of compensating Parkland for the cost of improving the hotel and other improvements situated upon the Property and for making a long term commitment to a Qualifying Brand Franchise, all of which it would never have done in the absence of this Agreement. The parties acknowledge that Parkland's loss from a termination of this Agreement is difficult to estimate and the cancellation fee is a reasonable calculation. Payment of the cancellation fee shall bar Parkland from recovering any other monetary remedy associated with the Agreement's termination. The PA 59 Authority shall remain in existence for as long as it is necessary to fulfil the obligations of this paragraph. All payments by the PA 59 Authority to the City or County shall be paid to Parkland until Parkland is fully paid the cancellation fee. The City's and County's obligations under Section 3.3 to make other new lodging enterprises subject to the tax levied by the PA 59 Authority shall survive the termination of this Agreement until the obligations of this paragraph are fully performed. The parties agree that Paragraph 7.7 shall survive any termination of this Agreement.

8.0 GENERAL

8.1 Governing Law. This Agreement shall be interpreted and construed in accordance with Michigan law, and shall be subject to enforcement only in Michigan courts.

8.2 Survival of Representations, Warranties, Covenants and Agreements. The representations, warranties, covenants and agreements of the County, City and Parkland contained in this Agreement shall survive the Closing without limitation as to time.

8.3 Notices. Any and all notices and other communications required or permitted to be given hereunder shall be in writing, addressed to the parties at the addresses specified below or such other addresses as either party may direct by notice given in accordance with this section, and shall be delivered in one of the following manners: (i) by personal delivery, in which case notice shall be deemed to have been duly given when delivered; (ii) by certified mail, return receipt requested, with postage prepaid, in which case notice shall be deemed to have been duly given on the date indicated on the return receipt; (iii) by reputable delivery service (including by way of example and not limitation, Federal Express, UPS and DHL) which makes a record of the date and time of delivery, in which case notice shall be deemed to have been duly given on the date indicated on the delivery service's record of delivery; or by email, with receipt of the communication being acknowledged by the recipient.

If to Parkland: Parkland Acquisition Two, LLC
75 West Walton, Suite A
Muskegon, Michigan 49444-1330
attention: Jonathan L. Rooks
jon@parklandgr.com

With a Copy to: Charron Law
5020 East Beltline, NE, Ste 201B
Grand Rapids, MI 49525
Attention: David W. Charron

dwcharron@charronlawoffice.com

If to the County: County of Muskegon
Administration, 4th Floor
990 Terrace St.
Muskegon, Michigan 49442
Attention: Mark Eisenbarth

With a Copy To: Williams Hughes, PLLC
County of Muskegon Corporate Counsel
120 W. Apple Avenue, PO Box 599
Muskegon, Michigan 49443-0599
Attention: Douglas M. Hughes

If to the City: City of Muskegon
933 Terrace Street
Muskegon, Michigan 49440
Attention: Frank Peterson, City Manager

With a Copy To: Parmenter Law
City of Muskegon Corporate Counsel
601 Terrace Street
Muskegon, Michigan 49440
Attention: John C. Schrier

8.4 Amendment. No amendment or modification to or of this Agreement shall be binding upon any party hereto until such amendment or modification is reduced to writing and executed by all parties hereto.

8.5 Entire Agreement. This Agreement and the Exhibits hereto contain all agreements between the parties. There are no other representations, warranties, promises, agreements or understandings, oral, written or implied, among the parties.

8.6 Severability. If any clause, provision or section of this Agreement shall be ruled invalid or unenforceable by any court of competent jurisdiction, the invalidity or

unenforceability of such clause, provision or section shall not affect the validity of any of the remaining clauses, provisions or sections of this Agreement.

8.7 Assignment. Parkland may, only after notice to the City and County, assign its interest in this Agreement to any subsequent owner or operator of the Holiday Inn and/or Shoreline Inn provided such subsequent owner or operator agrees in writing to be bound by the terms of this agreement.

8.8 Execution in Counterparts. This Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument. An executed copy of this Agreement may be delivered by either party by electronic transmission and such execution and delivery shall be considered valid, binding and effective for all purposes.

8.9 Captions. The captions and headings in this Agreement are for convenience only and in no way limit, define or describe the scope or intent of any provision of this Agreement.

8.10 Further Assurances. The parties agree to execute such further agreements or instruments as may be reasonably necessary to implement the terms of this Agreement, so long as such agreements or instruments do not amend or modify the terms of this Agreement or either party's obligations hereunder. The parties further covenant to work in good faith to implement the terms of this Agreement, to permit the development of the Project in accordance with the terms hereof, and to meet as and when reasonably required in order to address issues of concern to either party in connection with the development of the Project and the matters contemplated under this Agreement.

8.11 Drafting and Construction. Both parties to this Agreement have participated fully and equally in the negotiation and preparation hereof. Therefore, this Agreement shall not be more strictly construed or any ambiguities within this Agreement resolved against either party hereto.

8.12 Limitation of Rights to Parties. Nothing in this Agreement, whether expressed or implied, is intended to confer any rights or remedies under or by reason of this Agreement on any persons other than the parties to it and their respective successors,

legal representatives and assigns, nor is anything in this Agreement intended to relieve or discharge the obligation or liability of any third persons to any party to this Agreement, nor shall any provision give any third persons any rights of subrogation or action over or against any party to this Agreement.

8.13 Force Majeure. If either party shall be delayed or hindered in or prevented from the performance of any act required of it hereunder by reason of flood, hurricane, cyclone, tornado, earthquake or other similar catastrophe, or acts of God, the public enemy, the government or fires, epidemics, quarantine restrictions, strikes, lock-outs, labor trouble, inability to procure materials, failure of power, restrictive governmental laws or regulations (provided in the case of the County and City, limited to those of other governmental entities), riots, insurrection, war, acts or negligence of the other party or their agents or other reason of like nature not the fault of the party delayed, then the performance of such act shall be excused for the period of the delay and the period of the performance of any such act shall be extended for a period equivalent to the period of such delay.

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed and effective as of the date first above written.

The remainder of this page is left intentionally blank.

MUSKEGON COUNTY
BOARD OF COMMISSIONERS

Dated: _____, 2018

By: _____
Benjamin Cross, its Chair

Dated: _____, 2018

By: _____
Nancy Waters, Muskegon County Clerk

STATE OF MICHIGAN)
)SS
COUNTY OF MUSKEGON
CITY OF MUSKEGON)

The foregoing signatories, _____ are known to me, respectively, as the Muskegon County Board of Commissioners Chair and Clerk of the County of Muskegon, and they acknowledged the foregoing instrument on behalf of the County this _____ day of _____, 2018.

_____, Notary Public
My Commission expires: _____

CITY OF MUSKEGON

Dated: _____, 2018

By: _____

Stephen Gawron, its Mayor

Dated: _____, 2018

By: _____

Ann Marie Meisch, its Clerk

STATE OF MICHIGAN)

)SS

COUNTY OF MUSKEGON

CITY OF MUSKEGON)

The foregoing signatories, _____ are known to me, respectively, as the Mayor and Clerk the City of Muskegon, and they acknowledged the foregoing instrument on behalf of the City this _____ day of _____, 2018.

_____, Notary Public

My Commission expires: _____

PARKLAND ACQUISITION TWO, LLC
a Michigan Limited Liability Company

Dated: _____, 2018

By: _____

Attest: _____

STATE OF MICHIGAN)
)SS
COUNTY OF MUSKEGON
CITY OF MUSKEGON)

The foregoing signatory, Jonathan L. Rooks is known to me, as the Manager of PARKLAND ACQUISITION TWO, LLC, , a Michigan limited liability company, and acknowledged the foregoing instrument on behalf of the Company this _____ day of _____, 2018.

_____, Notary Public
My Commission expires: _____